

FARGO CITY COMMISSION AGENDA
Tuesday, January 20, 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, January 5, 2026).

CONSENT AGENDA – APPROVE THE FOLLOWING:

- 1. Interest Buydown Agreement, Escrow Agreement – PACE Program and Community PACE Interest Buydown Authorization with the Bank of ND and Midtown Market, LLC.
- 2. Letter of Support for 7 Star Properties to the ND Opportunity Fund Consortium.
- 3. Appoint Shirley Hughes to the Convention Center Committee to fill the position held by Mallari Ackerman.
- 4. Closing Memorandum, Certificate of Completion and Tax Increment Note with BLOC Partners, LLC (Tax Increment District No. 2023-01).
- 5. Applications for Games of Chance.
- 6. Cost Participation and Maintenance Agreement with the NDDOT for Improvement District No. BR-26-H1.
- 7. Cost Participation and Maintenance Agreement with the NDDOT for Improvement District No. BR-23-A1.
- 8. Negative Final Balancing Change Order No. 4 in the amount of -\$955,952.47 for Improvement District No. PR-24-A1.
- 9. Amended Engineer's Report for Improvement District No. BR-26-H.
- 10. Create Improvement District No. NR-26-A.
- 11. Contract and bond for Project No. SN-25-B1.
- 12. Contract and bond for Project No. BR-27-E4.
- 13. Bid award to Key Contracting in the amount of \$2,860,757.40 for Project No. FM-15-J3.
- 14. First Amendment to Consulting Service Agreement with CPS HR Consulting.
- 15. Direct the City Attorney's Office to review the Tobacco Ordinance – Chapter 35.

16. Final Interim Financing Agreement, Series F.
17. Memorandum of Agreement between the City of Fargo and the North Dakota Air National Guard for use of the Fargo Regional Training Center.
18. Piggyback purchase through Sourcewell Cooperative Purchasing Agreement with Nelson's Auto Center in the amount of \$231,659.60 for five Ford Police Interceptors (PBC26067).
19. Piggyback purchase through Sourcewell Cooperative Purchasing Agreement with Nelson's International/North Central International LLC in the amount of \$127,995.00 for one 2026 SBA Chassis (PBC26068).
20. Task Order No. 2025-6 with HDR in the amount of \$47,280.00 for engineering services related to the relocation of the Water Treatment Plant recycling drop site.
21. Resolution Prescribing Rates and Charges for Solid Waste Services effective 1/1/26 and Amended Landfill Rates effective 1/19/26.
22. Bid awards to Border States Electric for 2026 Street Light Poles and Fixtures (RFP26038 and RFP26039) and to Graybar Electric for Street Light Bulbs (RFP26040).
23. Negative Final Balancing Change Order No. 10 in the amount of -\$383,633.00 for Project No. WW1701 (Phase IIB Expansion).
24. Task Order No. 16 – Task No. 1 with AE2S in the amount of \$43,400.00 for Project No. WW2353.
25. Electrical Services Agreement between City of Fargo and JDP Electric (RFP26032).
26. Bills.

REGULAR AGENDA:

PUBLIC HEARINGS - 5:05 pm:

27. **PUBLIC HEARING** – Annexation of 236.16 acres, more or less in the Southeast Quarter and the East One-Half of the Southwest Quarter of Section 35, Township 141 North, Range 49 West of the 5th Principal Meridian, Cass County, North Dakota; continued from the 11/10/25, 11/24/25, 12/8/25 and 12/22/25 Regular Meetings.
 - a. Stop the annexation of the property in Section 35 of Harwood Township initiated on July 31, 2025 and approve a new Resolution of Annexation for that same property.
28. Final design recommendation for 64th Avenue South Interchange Project (Improvement District No. BN-25-A1).
29. Informational update on Employee Engagement Survey.
30. Applications for Property Tax Exemptions for Improvements Made to Buildings:
 - a. TTE Holdings LLC (5 years).
 - b. TTE Holdings LLC (5 years).
 - c. Michael and Hayley Hannesson (5 years).
 - d. Haley Vargas and Juan Ramirez Vargas (5 years).
 - e. George and Jan Boyer (5 years).
 - f. Jonathan and Jennifer Hoffman (5 years).

- g. Barret and Jennifer Wood (5 years)
- h. Michael and Sarah Keim (5 years)
- i. Ahron and Stacey Walter (5 years)
- j. Firas Omar (5 years)

31. Liaison Commissioner Assignment Updates.

32. **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.

MEMORANDUM

1

TO: Board of City Commissioners

FROM: Jim Gilmour, Director of Strategic Planning and Research 

DATE: January 9, 2026

SUBJECT: Bank of ND Interest Buydown Program

The City Fargo approved Tax Increment Financing (TIF) for the redevelopment of the former Kmart site in 2021. Grove Enclave is the developer and they have complied with the terms of the developer agreement and finished the minimum improvements. The City of Fargo has provided the TIF Note to the developer.

Midtown Market, LLC developed a portion of the property as commercial space. One of the tenants will be Randy's Diner. Midtown Market is applying for a Flex PACE loan from the Bank of ND to build out the commercial space for Randy's Diner.

The FLEX PACE loan requires community match. The TIF funds that will be provided by the City may qualify as that match.

Attached are documents the City needs to approve for TIF funds to be the match for the interest buydown program. Fargo is not providing any additional cash or loan guarantee. The Bank of ND will provide a lower interest rate if these documents are approved.

Recommended Motion

Approve agreements allowing already approved TIF funds to be the local match to Midtown Market, LLC for the fit up of Randy's Diner.

OFFICE USE ONLY	Return SIGNED Documents to BND
Borrower:	MIDTOWN MARKET LLC
Program Option:	Flex PACE

INTEREST BUYDOWN AGREEMENT PACE PROGRAM

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

ARTICLE I

DEFINITIONS

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

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

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

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

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

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

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

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

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

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

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Program Option:	Flex PACE	

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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ARTICLE II

TERMS OF THE INTEREST RATE BUYDOWN

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

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

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

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

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

ARTICLE III

REPRESENTATIONS AND WARRANTIES

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

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

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Program Option:	Flex PACE	

which it is a party.

ARTICLE IV

AFFIRMATIVE COVENANTS

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

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

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

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

ARTICLE V

CONDITIONS PRECEDENT

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

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

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

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ARTICLE VI

MISCELLANEOUS

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

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

Community:	CITY OF FARGO 225 4TH ST N FARGO ND 58102-4809
BND:	BANK OF NORTH DAKOTA PO BOX 5509 BISMARCK, ND 58506-5509 Attention: Commercial Loan Department
Borrower:	MIDTOWN MARKET LLC 300 23RD AVE E STE 300 WEST FARGO ND 58078

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

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

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

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

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

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

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

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

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

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

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

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

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

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

CITY OF FARGO

By: _____

Its: _____

BANK OF NORTH DAKOTA

By: Rodney Heit

Rodney Heit

Its: Business Banker

MIDTOWN MARKET LLC

By: _____

Title: _____

**ESCROW AGREEMENT
PACE PROGRAM**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

set forth in the payment schedule labeled Exhibit A.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Community:	CITY OF FARGO 225 4TH ST N FARGO ND 58102-4809
BND:	BANK OF NORTH DAKOTA, Agent PO BOX 5509 BISMARCK, ND 58506-5509 Attention: Financial Institutions Market
Escrow Agent:	BANK OF NORTH DAKOTA, Escrow Agent PO BOX 5509 BISMARCK, ND 58506-5509 Attention: Trust Department
Lender:	FIRST WESTERN BANK & TRUST 855 26TH AVE E WEST FARGO ND 58078

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

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

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

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

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


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

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

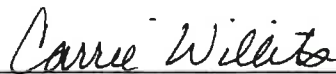
Each person signing this Agreement represents and warrants that he or she is duly authorized and has legal capacity to execute and deliver this Agreement. Each party represents and warrants to the other that the execution and delivery of the Agreement and the performance of such party's obligation hereunder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

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

BANK OF NORTH DAKOTA, BND

By: 
Rodney Heit
Title: Business Banker

BANK OF NORTH DAKOTA, Escrow Agent


Title: ESCROW OFFICER

CITY OF FARGO

By: _____
Title: _____

Please select Community's preferred billing option:

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

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

☒ *Tax Increment Financing Note*

**COMMUNITY PACE
INTEREST BUYDOWN AUTHORIZATION**

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

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

The Borrower's rate will be bought down approximately **4.75** percent below the Yield Rate as defined in the Escrow Agreement Pace Program at the time of closing of the Loan to the Borrower, unless otherwise agreed to in writing.

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

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

CITY OF FARGO
Community Authorized Representative

(Please type or print name above)




2

City Administration
225 4th Street North
Fargo, ND 58102

MEMORANDUM

TO: Fargo City Commission

FROM: Jim Gilmour, Director of Strategic Planning and Research 

DATE: January 12, 2026

SUBJECT: Letter of Support for 7 Star 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.

7 Star Properties is planning to build a new \$3.8 million-dollar office building in Fargo. The location will be at 5075 45th Street South in Fargo. The tenant will be Legacy Financial Partners. Legacy Financial Partners has 6 employees and plans to add up to 14 additional employees over the next three years.

7 Star Properties is requesting a letter from the City of Fargo to support their application to the NDOF to finance of the construction of the new building.

Recommended Motion

Provide a letter of support to the NDOF for the 7 Star Properties building construction to provide match of the Bank of ND interest buy down program.



3

City Administration
225 4th Street North
Fargo, ND 58102

MEMORANDUM

TO: Fargo City Commission

FROM: Jim Gilmour, Director of Strategic Planning and Research 

DATE: January 14, 2026

SUBJECT: Convention Center Committee

Mallari Ackerman, who serves on the Convention Center Committee, has resigned from her position at Visit Fargo-Moorhead, effective Friday, January 23rd. Mallari was exceptionally helpful in the development of the Request of Proposals and scheduling developers to present to the Convention Center Committee.

Convention Center Committee Charley Johnson is recommending that Visit Fargo-Moorhead CEO Shirley Hughes be appointed to the Convention Center Committee to fill the position that Mallari held. Visit Fargo Moorhead Chair Doug Peters supports the recommendation from Mr. Johnson for Shirley Hughes to join the Committee

Ms. Hughes has participated in the meetings since proposals were received and is well versed on the process and proposals.

Recommended Motion

Appoint Shirley Hughes to the Convention Center Committee to fill the position held by Mallari Ackerman.

James Gilmour

From: Charley Johnson <charley@fargomoorhead.org>
Sent: Tuesday, January 13, 2026 12:03 PM
To: Tim Mahoney; Denise Kolpack; Dave Piepkorn; Michelle Turnberg; John Strand; James Gilmour; Kember Anderson
Cc: FMCVBBoard; Clare Hughes; Denise Kolpack; emmafromfargo@gmail.com; Erik Johnson; Joe Raso; Katlyn Balstad; Kent Kolstad; Mallari Ackerman; Michael Redlinger; Shannon Full; Susan Thompson; Taylor Snelling; Tim Mahoney
Subject: Convention Center Committee Info

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

Good morning, Mayor Mahoney and Commissioners. I'm writing to let you know that Mallari Ackerman has resigned from her position at Visit Fargo-Moorhead, effective Friday, January 23. I know you all join me in thanking Mallari for her dedication to this project and the hard work she put in to make sure our process ran smoothly.

Visit FM would like to fill Mallari's spot on the Committee with Visit FM President and CEO Shirley Hughes, and requests that this action be placed on the agenda for the next City Commission meeting, which is scheduled for next Tuesday, January 20, 2026. The Committee is familiar with Ms. Hughes, as she has been participating in meetings since she began work in September and is well-versed on the process and the proposals.

Please let me know if you have any questions, and please advise as to whether this action would appear on the regular agenda or be placed on the consent agenda.



Charley Johnson
Pronouns: he/him

Visit Fargo-Moorhead
701-371-9911



View our [Privacy Policy](#)

James Gilmour

From: Doug Peters <doug@leadershipfm.com>
Sent: Tuesday, January 13, 2026 8:15 PM
To: Charley Johnson; Tim Mahoney; Denise Kolpack; Dave Piepkorn; Michelle Turnberg; John Strand; James Gilmour; Kember Anderson
Cc: FMCVBBoard; Clare Hughes; Denise Kolpack; emmafromfargo@gmail.com; Erik Johnson; Joe Raso; Katlyn Balstad; Kent Kolstad; Mallari Ackerman; Michael Redlinger; Shannon Full; Susan Thompson; Taylor Snelling; Tim Mahoney
Subject: RE: Convention Center Committee Info

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

Mayor Mahoney and Commissioners,

As the Board Chair for Visit Fargo Moorhead, I am affirming and supporting Charley's recommendation for Visit Fargo Moorhead President and CEO Shirley Hughes to replace Mallari Ackerman on the committee on behalf of the board.

Ms. Hughes has been engaged throughout the process, and no one has a bigger stake in achieving a successful outcome.

If you have further questions or need additional information, please contact me.

Respectfully,

Doug Peters

Doug Peters

Leadership Fargo Moorhead
701-840-0904



From: Charley Johnson <charley@fargomoorhead.org>
Sent: Tuesday, January 13, 2026 12:03 PM
To: Tim Mahoney <tmahoney@fargond.gov>; dkolpack@fargond.gov; Dave Piepkorn <dpiepkorn@fargond.gov>; Michelle Turnberg <mturnberg@fargond.gov>; John Strand <jstrand@fargond.gov>; jgilmour@fargond.gov; Kember Anderson <kanderson@fargond.gov>
Cc: FMCVBBoard <FMCVBBoard@fargomoorhead.org>; Clare Hughes <chughes@clubhousefargo.com>;




4

City Administration
225 4th Street North
Fargo, ND 58102

MEMORANDUM

TO: Fargo City Commission

FROM: Jim Gilmour, Director of Strategic Planning and Research 

DATE: January 14, 2026

SUBJECT: Completion Documents for the BLOC redevelopment

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

The new building has main floor commercial and 127 apartments on the upper floors. The redevelopment increased the value of the site by \$11 million. The City inspected the project and documented all of the costs eligible for Tax Increment Financing.

Attached for your approval is the Certificate of Completion, the Tax Increment Note, a Closing Memorandum and the Private Placement Memorandum.

Recommended Motion

Approve and authorize the Mayor to sign the Certificate of Completion, a Closing Memorandum and the Tax Increment Note for the project that redeveloped the BLOC site on University Drive South.

CLOSING MEMORANDUM

**\$3,363,041.80 Tax Increment Revenue Note of 2025
(BLOC Redevelopment Project—Tax Increment District No. 2023-01)**

This **Memorandum** is entered into by the City of Fargo, a North Dakota municipal corporation (the "City") and BLOC Partners, LLC (the "Developer" herein) in order to memorialize the effective date of that certain \$3,363,041.80 Tax Increment Note of 2025 is to be made effective as of the 30th day of December, 2025.

WHEREAS, the City and Developer entered into a Developer Agreement dated as of February 21, 2023 (the "Developer Agreement") and, pursuant to the terms thereof, the term "Tax Year" was defined in the Developer Agreement as follows:

"Tax Year" is one of a maximum of fifteen (15) successive calendar years, with the first year being the year that, pursuant to this Agreement, the Tax Increment Note is issued and with the subsequent years being the fourteen (14) subsequent calendar years. The fifteenth (15th) Tax Year, therefore, is the fourteenth (14th) calendar year following the first said year.

WHEREAS, it is the desire of the City and Developer that the first "Tax Year" to be the year 2025;

NOW, THEREFORE, the parties hereby acknowledge, agree and memorialize that the effective date of the said \$3,363,041.80 Tax Increment Note of 2025 shall be December 30, 2025 and, therefore, that the first Tax Year is to be the year 2025.

DATED: January 22, 2026

CITY OF FARGO

By: _____
Dr. Timothy Mahoney, its Mayor

Attest:

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

DATED: January 22, 2026

BLOC PARTNERS, LCC

By _____
_____, its _____

CERTIFICATE OF COMPLETION

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

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

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

This Certificate is effective as of the 30th day of December, 2025.

CITY OF FARGO, NORTH DAKOTA

By: _____
Dr. Timothy Mahoney, Mayor

Attest:

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

TAX INCREMENT NOTE

No. R-1

\$3,363,041.80

Date: December 30, 2025

UNITED STATES OF AMERICA
STATE OF NORTH DAKOTA
CASS COUNTY
CITY OF FARGO

**TAX INCREMENT
REVENUE NOTE OF 2025
(TAX INCREMENT DISTRICT 2023-01 PROJECT)**

KNOW ALL PERSONS BY THESE PRESENTS that the City of Fargo, Cass County, North Dakota (the "City"), certifies that it is indebted and for value received promises to pay to BLOC Partners, LLC, a North Dakota limited liability company (the "Developer"), or the registered assign, the principal sum of **THREE MILLION THREE HUNDRED SIXTY-THREE THOUSAND FORTY ONE and 80/100ths Dollars (\$3,363,041.80)**, an amount issued in reimbursement of eligible costs paid by the Developer, unless due sooner by redemption or early payment, on the Maturity Date defined below; but only in the manner, at the times, from the sources of revenue, and to the extent hereinafter provided; and to pay interest on the unpaid principal amount of this Note at the rate of interest of Four and 65/100ths Percent (**4.65%**) per annum, compounded annually. Interest shall accrue from the date of this Note on the amount issued and shall be computed on the basis of a 360-day year consisting of 12 30-day months. This Note is the "Tax Increment Note" (the "Note") described and defined in that certain Developer Agreement, dated as of February 21, 2023 (as the same may have been amended from time to time, the "Developer Agreement"), by and between the City and BLOC Partners, LLC, a North Dakota limited liability company, as the initial Developer under the Developer Agreement. Each capitalized term which is used but not otherwise defined in this Note shall have the meaning given to that term in the Developer Agreement or in the resolution authorizing the issuance of this Note. Principal and interest are payable at such address as shall be designated in writing by BLOC Partners, LLC, or other registered holder of this Note, in any coin or currency of the United States of America which at the time of payment is legal tender for public and private debts.

Payment Dates. Subject to the terms hereof, the principal of and interest on the Tax Increment Note shall in the aggregate be payable on May 15th following the date of issuance of the Tax Increment Note and on May 15th of each year thereafter until the Maturity Date, said May 15th dates being referred to herein as the "Payment Date" or collectively as the "Payment Dates".

Payment Amounts. On each Payment Date (or, if not a business day of the City, the first business day thereafter) the City shall pay by check or draft mailed to the person that

was the Registered Owner of the Note at the close of the last business day of the City preceding such Payment Date an amount as follows: (a) the first payment on the Tax Increment Note, to become due and payable on the first Payment Date, shall be limited to all the Available Tax Increments received to said date by the City on the Project and (b) for all payments after said first payment on the Tax Increment Note, the amounts payable on the Tax Increment Note on each Payment Date shall be limited to the Available Tax Increments received by the City since the prior year's Payment Date. All payments made on the Tax Increment Note shall be applied first to pay accrued and unpaid interest on the Tax Increment Note and second toward payment of principal. To the extent that the Available Tax Increments are insufficient, through the Maturity Date, to pay all accrued and unpaid interest on and the principal of the Tax Increment Note, said unpaid amounts shall then cease to be any debt or obligation of the City or of the City whatsoever. In no event shall any City be obligated to remit payment of principal in excess of the aggregate amount of the unpaid principal of the Note. The City shall have the option at any time to prepay in whole or in part the principal amount of this Note at par plus accrued interest. All payments made by the City under this Note shall be applied first to pay accrued and unpaid interest on this Note and second toward payment of principal hereof.

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

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

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

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

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

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

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

In addition, "Developer's Taxes" are defined in the Developer Agreement as follows:

“Developer's Taxes” means taxes paid with respect to the portions of the Development Property and Improvements completed by the Developer for the fifteenth (15th) Tax Year and earlier Tax Years. Taxes for the sixteenth (16th) year following the first Tax Year, or for any subsequent year, are not included as Developer’s Taxes.”

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

“Tax Year” is one of a maximum of fifteen (15) successive calendar years, with the first year being the year that, pursuant to this Agreement, the Tax Increment Note is issued and with the subsequent years being the fourteen (14) subsequent calendar years. The fifteenth (15th) Tax Year, therefore, is the fourteenth (14th) calendar year following the first said year.

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

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

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

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

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

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

Lack of Protective Covenants. The City of Fargo, North Dakota (the "City"), has not covenanted to endeavor in any fashion to cause Tax Increments to be sufficient to generate Available Tax Increments sufficient to pay this Note, nor have they covenanted to take actions under the Developer Agreement with such sufficiency as a goal.

Sufficiency of Revenues. The City makes no representation or covenant, express or implied, that the revenues described herein will be sufficient to pay, in whole or in part, the amounts which are or may otherwise become due and payable hereunder. Any amounts which

have not become due and payable on this Note on or before the Maturity Date shall no longer be payable, as if this Note had ceased to be any debt or obligation of the City or of the City whatsoever.

Issuance; Purpose; Special Limited Obligation. This Note is in the aggregate principal amount of \$3,363,041.80 (the "Note"), which Note has been issued pursuant to and in full conformity with the Constitution and laws of the State of North Dakota including North Dakota Century Code Chapter 40-58, for the purpose of providing money to finance certain eligible costs within the City's Urban Renewal District 2023-01, specifically the costs identified in Section 3.3 of the Developer Agreement. The Notes are payable out of the Tax Increment Revenue Note of 2023-01 (BLOC Project) Fund of the City, to which have been pledged amounts representing Available Tax Increments to be received by the City from the City's 2023-01 Tax Increment District in the City. This Note is not any obligation of any kind whatsoever of any public body, except that this Note is a special and limited revenue obligation but not a general obligation of the City and is payable by the City only from the sources and subject to the qualifications and limitations stated or referenced herein. Neither the full faith and credit nor the taxing powers of the City or of the City are pledged to or available for the payment of the principal of or interest on this Note, and no property or other asset of the City or of the City, save and except the above referenced Available Tax Increments, is or shall constitute a source of payment of the City's obligations hereunder.

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

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

Registration; Transfer. This Note shall be registered in the name of the payee on the books of the City by presenting this Note for registration to the officer of the City performing the functions of the Treasurer, who will endorse his or her name and note the date of registration opposite the name of the payee in the certificate of registration on the reverse side hereof. Thereafter this Note may be transferred to a bona fide purchaser who is a permitted transferee only by delivery with an assignment duly executed by the registered owner or his, her or its legal representative, and the City may treat the registered owner as the person exclusively entitled to exercise all the rights and powers of an owner until this Note is presented with such assignment

for registration of transfer, accompanied by assurance of the nature provided by law that the assignment is genuine and effective, and until such transfer is registered on said books and noted hereon by the Treasurer of the City.

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

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

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

IN WITNESS WHEREOF, the City of Fargo, Cass County, North Dakota, by its Board of City Commissioners has caused this Note to be executed on its behalf by the signature of its Mayor and attested by the signature of the City Auditor, all as of **December 30, 2025**.

CITY OF FARGO, CASS COUNTY, NORTH
DAKOTA

By: _____
Dr. Timothy Mahoney, its Mayor

ATTEST:

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

(SEAL)

CERTIFICATE OF REGISTRATION

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

<u>DATE OF REGISTRATION</u>	<u>REGISTERED OWNER</u>	<u>SIGNATURE OF AUTHORITY'S TREASURER</u>
January 22, 2026	BLOC Partners, LLC	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

**PRIVATE PLACEMENT
MEMORANDUM**

Relating to

CITY OF FARGO, NORTH DAKOTA

\$3,363,041.80 Tax Increment Revenue Note of 2025
(BLOC Redevelopment Project—Tax Increment District No. 2023-01)

Effective Date: December 30, 2025

This Private Placement Memorandum sets forth in brief form certain information relevant to the holders of the \$3,363,041.80 Tax Increment Revenue Note of 2025 (BLOC Redevelopment Project) (the "Note") issued by the City of Fargo, North Dakota (the "City" or "Issuer").

GENERAL INFORMATION

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

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

PAYMENT SOURCE; TAX INCREMENTS

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

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

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

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

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

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

“Section 3.6. Use of Tax Increments.

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

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

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

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

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

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

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

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

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

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

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

TAX TREATMENT OF NOTE

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

NO LEGAL OPINION

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

INTEREST TAXABLE

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

NOT QUALIFIED TAX EXEMPT OBLIGATIONS

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

NOT COMPREHENSIVE

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

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

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

RECEIPT AND ACKNOWLEDGEMENT

PRIVATE PLACEMENT MEMORANDUM

The undersigned does hereby acknowledge receipt of the Private Placement Memorandum with an effective date of December 30, 2025, pertaining to the delivery by the City to Developer of a Tax Increment Note with the same said effective date and that this Memorandum was delivered to the undersigned the 22nd day of January, 2026.

DATED: January 22, 2026

BLOC PARTNERS, LCC

By _____,
_____, its _____

5

MEMORANDUM

TO: BOARD OF CITY COMMISSIONERS

FROM: AUDITOR'S OFFICE

DATE: JANUARY 20, 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)

Pg

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		Dates of Activity (Does not include dates for the sales of tickets)	
FM PM Rotary		June 1st, 2026	
Organization or Group Contact Person	E-mail	Telephone Number	
Brad Donabauer	thedonabauers@gmail.com	701-371-9995	
Business Address	City	State	ZIP Code
4301 17th Ave S	Fargo	ND	58103
Mailing Address (if different)	City	State	ZIP Code
PO Box 2463	Fargo	ND	58108

SITE INFO

Site Name	County		
Lucky's 13	Cass		
Site Physical Address	City	State	ZIP Code
4301 17th Ave S	Fargo	ND	58103
Provide the exact date(s) & frequency of each event & type (Ex. Bingo every Friday 10/1-12/31, Raffle - 10/30, 11/30, 12/31, etc.)			
June 1st, 2026			

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

Game Type	Description of Prize	Exact Retail Value of Prize
Raffle	Trek Townie GO! s	2099.99
Raffle	Scheels Gift Card	250
Raffle	Scheels Gift Card	100
Total (limit \$50,000 per year)		\$ 2449.99

ADDITIONAL REQUIRED INFORMATION

Intended Uses of Gaming Proceeds	
Charitable initiatives related to FM PM Rotary	
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: <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	Telephone Number	E-mail Address
Brad Donabauer	701-371-9995	thedonabauers@gmail.com
Signature of Organization Group's Permit Organizer	Title	Date
	President Elect	1/5/2026



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)

☒ 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 Nursing Student Association of ND		Dates of Activity (Does not include dates for the sales of tickets) 1/30/26	
Organization or Group Contact Person Halle Kistler	E-mail hrivinius2004@gmail.com	Telephone Number 701-400-2126	
Business Address 406 17th St NW, Apt 3	City Mandan	State ND	ZIP Code 58554
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 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.) 1/30/2026			

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

Game Type	Description of Prize	Exact Retail Value of Prize
Raffle	Stethoscope, Gift Card, Water Bottle	194.98
Total (limit \$50,000 per year)		\$

ADDITIONAL REQUIRED INFORMATION

Intended Uses of Gaming Proceeds Nursing Student Association of North Dakota - to continue to be able to put on conventions and CEUs for Registered Nurses and Nurses	
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 Halle Kistler	Telephone Number 701-400-2126	E-mail Address hrivinius2004@gmail.com
Signature of Organization Group's Permit Organizer 	Title Director of Fundraising	Date 1/5/2026



Page 40 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 Outdoor Adventure Foundation		Dates of Activity (Does not include dates for the sales of tickets) 3-21-26	
Organization or Group Contact Person BRIAN SOLUM	E-mail brian.solum@gmail.com	Telephone Number 701 361-1888	
Business Address 415 38th St. S. Suite E	City FARGO	State ND	ZIP Code 58103
Mailing Address (if different)	City	State	ZIP Code

SITE INFO

Site Name The Hilton Garden Inn (Grand Ballroom)		County CASS	
Site Physical Address 4351 17th Ave. S.	City FARGO	State ND	ZIP Code 58103
Provide the exact date(s) & frequency of each event & type (Ex. Bingo every Friday 10/1-12/31, Raffle - 10/30, 11/30, 12/31, etc.)			

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

Game Type	Description of Prize	Exact Retail Value of Prize
GENERAL RAFFLE	Small Assorted \$5-\$100 prizes	\$6,500.00
RAFFLE BOARDS	GUN - 7-8 RAFFLE BOARDS	8,250.00
Ticket Raffle Draw	Youth ATV	4,400.00
Total (limit \$50,000 per year)		\$ 19,150.00

ADDITIONAL REQUIRED INFORMATION

Intended Uses of Gaming Proceeds Provide Hunting + Fishing Adventure for Disabled Veterans + Youth's diagnosed with Cancer	
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 BRIAN SOLUM	Telephone Number 701 361-1888	E-mail Address BRIAN.SOLUM@GMAIL.COM
Signature of Organization Group's Permit Organizer Brian Solum	Title President	Date 1-5-26

**Page 41 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 St. John Paul II Catholic Schools		Dates of Activity (Does not include dates for the sales of tickets) June 1, 2026-June 30, 2026	
Organization or Group Contact Person Liz Bassett	E-mail liz.bassett@jp2schools.org	Telephone Number 301-893-3242	
Business Address 5600 25th Street S	City Fargo	State ND	ZIP Code 58104
Mailing Address (if different)	City	State	ZIP Code

SITE INFO

Site Name Shanley High School		County Cass	
Site Physical Address 5600 25th Street S	City Fargo	State ND	ZIP Code 58104
Provide the exact date(s) & frequency of each event & type (Ex. Bingo every Friday 10/1-12/31, Raffle - 10/30, 11/30, 12/31, etc.)			

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

Game Type	Description of Prize	Exact Retail Value of Prize
	\$500 Cash June 30, 2026 Drawing	\$500
	\$250 Wednesday Drawings June 3, 10, 17, 24)	\$1,000
	\$100 remaining weekdays in June 2026	\$1,700
Total (limit \$50,000 per year)		\$3,200

ADDITIONAL REQUIRED INFORMATION

Intended Uses of Gaming Proceeds To fund athletic and extra curricular activities at JP2 Catholic Schools through the Shanley Athletic Club.	
Does the organization presently have a state gaming license? (If yes, the organization is not eligible for a local permit or restricted event permit and should call the Office of Attorney General at 1-800-326-9240) <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
Has the organization or group received a restricted event permit from any city or county for the fiscal year July 1 - June 30 (If yes, the organization or group does not qualify for a local permit or restricted event permit) <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
Has the organization or group received a local permit from an city or county for the fiscal year July 1 - June 30 (If yes, indicate the total retail value of all prizes previously awarded) <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes - Total Retail Value: \$9,257.50 (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.) <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	

Printed Name of Organization Group's Permit Organizer Liz Bassett	Telephone Number 701-893-3242	E-mail Address liz.bassett@jp2schools.org
Signature of Organization Group's Permit Organizer 	Title Special Events Coordinator	Date 1/13/2026

**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)



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 NDSU Saddle & Sirloin Club 100th Little International		Dates of Activity (Does not include dates for the sales of tickets) 02/14/2026	
Organization or Group Contact Person Emma Wheeling	E-mail emma.wheeling@ndsu.edu	Telephone Number 701-421-1150	
Business Address 1350 Albrecht Boulevard	City Fargo	State ND	ZIP Code 58102
Mailing Address (if different) NDSU Dept 7630, PO Box 6050	City Fargo	State ND	ZIP Code 58108

SITE INFO

Site Name Shepperd Arena	County Cass
Site Physical Address 1350 Albrecht Boulevard	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 - once - 02/14/2026	

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

Game Type	Description of Prize	Exact Retail Value of Prize
50/50 Raffle	50% of earnings made from selling tickets.	\$500
Total (limit \$50,000 per year)		\$ 500

ADDITIONAL REQUIRED INFORMATION

Intended Uses of Gaming Proceeds Funding for our club and Little International 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) <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 Emma Wheeling	Telephone Number 701-421-1150	E-mail Address emma.wheeling@ndsu.edu
Signature of Organization Group's Permit Organizer <i>Emma Wheeling</i>	Title Fundraising Co-Chair	Date 01/13/2026

REPORT OF ACTION

PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

6

Improvement District No.: BR-26-H1
 NDDOT Project No.: TMA-SU-8-984(180) PCN 24150

Type: Cost Participation and Maintenance Agreement

Location: 32nd Ave S, 15th St – Red River

Date of Hearing: 1/12/2026

Routing

City Commission
 PWPEC File
 Project File

Date

1/20/2026

X

Jeremy Gorden

The Committee reviewed the accompanying correspondence from Division Engineer, Jeremy Gorden, regarding a Cost Participation and Maintenance Agreement (CPM) with NDDOT for the reconstruction of 32nd Avenue South from 15th Street to the Red River.

Funding for the project will consists of Federal Highway Funds from NDDOT's Urban Roads Program, City Utility Funds (Street Lighting, Storm Sewer, Water Rec & Water), and Infrastructure Sales Tax Funds. The estimated construction cost breakout is as follows:

Estimated Project Cost:	\$10,456,626.00
Federal Share:	\$ 4,878,064.00 (39% - capped)
Local Share:	\$ 7,650,060.00 (61%)

Staff is recommending approval of the CPM Agreement).

On a motion by Ben Dow, seconded by Nicole Crutchfield, the Committee voted to recommend approval of the CPM Agreement with the NDDOT.

RECOMMENDED MOTION

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

PROJECT FINANCING INFORMATION:

Recommended source of funding for project: Fed Hwy Funds (Urban Roads Program), Utility Funds, & 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"/>	
<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: Jeremy M. Gorden, PE, PTOE
Division Engineer – Transportation

Date: January 12, 2026

Re: Improvement District No. BR-26-H1 – Cost, Participation and Maintenance (CPM)
Agreement with NDDOT
NDDOT Project No. TMA-SU-8-984(180) PCN 24150
32nd Avenue S – 15th Street to Red River – Street Reconstruction Project

Background:

I have attached a CPM Agreement from the Local Government Division of the NDDOT for the reconstruction of 32nd Avenue South from 15th Street to the Red River. The project consists of upsizing the storm sewer system, rehabbing/replacing the water and sewer mains, as well as replacing the pavement, traffic signals, street lights and sidewalks.

The estimated construction cost is ^{12,528,124} \$10,456,626, with Federal Funds capped at \$4,878,064 (39%) and local funds at ^{58,404.19} \$58,404.19 (61%). This project is included in the City of Fargo 2026 Capital Improvement Plan. ^{7,650,060}

Funding for the project will consist of Federal Highway Funds from the NDDOT's Urban Roads Program, City Utility Funds (Street Lighting, Storm Sewer, Water Rec & Water), and Infrastructure Sales Tax Funds.

This project is tentatively set to be bid in Bismarck in February and the project is scheduled to have a Substantial Completion Date of October 15, 2026.

Recommended Motion:

I recommend approval of the CPM Agreement for Improvement District No. BR-26-H1.

JMG/klb
Attachment

MEMO TO: Chad Orn
Deputy Director for Planning

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

DATE: 01/05/2026

SUBJECT: Cost Participation, Construction and Maintenance Agreement for Project
TMA-SU-8-984(180) PCN 24150

This contract is a Cost Participation, Construction and Maintenance (CPM) agreement with City of Fargo on 32nd Ave (15th St - Red River) project.

Contract # 38260005

- The type of work is Grading, Salvaged Base, PCC Pavement, Storm Sewer, Watermain, Traffic Signal, Lighting, Shared Use Path
- The TMA-SU Federal Funds for this project is limited to \$ 4,878,064.
- Any costs over the above limited amount will be City responsibility.
- No one time changes on the standard agreement template.

38/sm

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

NDDOT Contract No. 38260005

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

Federal Award Information – to be provided by NDDOT

Assistance Listing No: 20.205

Assistance Listing Title: Highway Planning & Construction

Award Name: Federal Aid Highway Program

Awarding Fed. Agency: Federal Highway Admin

NDDOT Program Mgr: Marohl, Sengaroun

Telephone: (701) 328-4449

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

For NDDOT use only.

FHWA Authorization date:

Project No. TMA-SU-8-984(180) PCN: 24150

LPA: CITY OF FARGO

Location: FARGO 32ND AVE FROM 15TH ST TO RED RIVER

Type of Improvement: GRADING, SALVAGED BASE, PCC PAVEMENT, STORM SEWER, WATERMAIN, TRAFFIC SIGNAL, LIGHTING, SHARED USE PATH

Length: 0.287 MILE

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

It is in the best interest of both parties to have the LPA construct and maintain this project according to the terms and conditions set forth in this agreement. NDDOT will assist the LPA with the preparation and distribution of the bid documents and include the project in a scheduled bid opening.

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

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

Federal funds obligated for this project shall not exceed 80.93 percent of the total eligible project cost up to a maximum of \$4,878,064. The balance of the project is the obligation of the LPA.

Additional Funding Clause
None

The total eligible project costs include the cost of those items shown in the engineer's detailed estimate as approved for federal funds and any project changes approved by NDDOT for the use of federal funds.



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

PART I

LPA Obligation:

1. To comply with the Disadvantaged Business Enterprise (DBE) requirements established by NDDOT for the project.

The LPA shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any USDOT-assisted contract or in the administration of its DBE program or the requirements of 49 CFR Part 26. The LPA shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of USDOT-assisted contracts. NDDOT's DBE program, as required by 49 CFR Part 26 and as approved by USDOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the LPA of its failure to carry out its approved program, the USDOT may impose sanctions as provided for under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et. Seq.).

Include the following paragraph verbatim in any subcontracts they sign relative to this project:

The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the solicitation, award, and administration of USDOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as NDDOT deems appropriate.

2. To comply with requirements of 23 CFR Part 633, Required Contract Provisions, and 23 CFR Part 635, Construction and Maintenance.
3. To construct the project in conformity with the construction contract, changes to the plans shall meet the requirements of 23 CFR Part 625, Design Standards for Highways and the current edition of the NDDOT's *Local Government Manual*.
4. To construct the project in conformity with the approved environmental documents and provide for the implementation of any measures mitigating the environmental impact of the project.
5. To comply with the procedures outlined in the current edition of NDDOT's *Local Government Manual*.
6. To comply with the current edition of NDDOT's *Right of Way Acquisition Procedures for Local Public Agency Federal Aid Projects*.
7. The LPA will be responsible for any consideration, avoidance, and minimization of impacts upon real property related to this project, such as changes in the grades of streets, inconvenience to property or business, and any loss of light, air, view, access, egress, drainage, support, or nuisance,
8. To comply with the requirements of Appendices A and E of the Title VI Assurances, attached and incorporated by reference herein.



PART II

Contracting and Construction:

1. On behalf of the LPA, NDDOT will:

- a. Prepare the bid package, solicit proposals, and include the project in a scheduled bid opening as provided in the North Dakota Century Code, Chapter 24-02.
- b. Evaluate the bids as to the sufficiency of Disadvantaged Business Enterprise (DBE) participation and the bidder's good faith efforts in satisfying the requirements of the current edition of the DBE special provision, and 49 CFR Part 26. NDDOT shall have exclusive authority in evaluating the adequacy of DBE participation.
- c. Tabulate the bids and send to the LPA.
- d. Concur in the award of the contract, after the LPA has executed the contract, for the sole purpose of enabling the LPA to procure federal aid for the construction of the project.

2. The LPA will:

- a. Review bids to determine the lowest responsible bidder.
- b. Execute the contract.
- c. Distribute copies of the executed contract and contract bond to NDDOT.

3. During the construction of the project, the LPA will:

- a. Provide engineering services, material testing, and inspection of the work as required by the contract documents and the current editions of NDDOT's *Sampling and Testing Manual* and the *Standard Specifications for Road and Bridge Construction*.
- b. Keep all project records and documentation as required in NDDOT's current editions of the *Construction Records Manual* and the *Construction Automated Records System*.
- c. Make all records available to NDDOT and FHWA for inspection upon request. The LPA will submit all documents and records to NDDOT for review before final payment is made. NDDOT will maintain the project records for three years from the final voucher date of FHWA and then return them to the LPA.
- d. Be responsible for any changes in plan, character of work, quantities, site conditions, or any claim for extra compensation. NDDOT will review all contract adjustments to determine if the adjustments are eligible for federal aid. Federal aid shall be limited to the amount stated on page one of this agreement.

PART III

Post Construction:

After the project is completed the LPA agrees to:



1. Control the length and location of curb openings for future entrances and to not permit the length of curb openings for entrances to exceed the length shown on the plans or as shown on a sketch of typical entrances for similar entrances; and prohibit the construction or use of any entrances along the project within the LPA other than those shown on the plans, without prior approval of NDDOT.
2. Prohibit double parking and diagonal parking within the limits of the project. Additional parallel parking will be allowed within the limits of the project if designed considering the effects the added parking will have on the entire traffic corridor. The design will meet the requirements of 23 CFR Part 625, Design Standards for Highways.
3. If the traffic corridor intersects a state highway, the LPA must justify to NDDOT that any new access allowed will have minimal impact to the state highway. The design will meet the requirements of 23 CFR Part 625, Design Standards for Highways.
4. Prohibit the installation of traffic signals and pedestrian beacons on or in connection with the project, including those installed at the sole cost and expense of the LPA or by others, without NDDOT approval.
5. Maintain all traffic control devices on the project according to the current edition of the *Manual on Uniform Traffic Control Devices for Streets and Highways*, as supplemented and amended.
6. Restrict the speed limit on the project at or below the maximum design speed. Any changes to the speed limit will be pursuant to North Dakota Century Code, Chapter 39-09.
7. Provide maintenance to the completed project at its own cost and expense.
8. Prohibit access and encroachments upon the right of way pursuant to 23 CFR Part 1.23, Rights of Way, and Part 710 Subpart D, Right of Way, Real Property Management.

PART IV

General:

1. NDDOT will make all contract payments on behalf of the LPA. Payment will be made upon receipt of the engineer's estimate. The LPA will reimburse NDDOT for payments made less the amount paid by FHWA. No costs will be incurred by NDDOT for the construction and maintenance of this project.

If the LPA fails to reimburse NDDOT within 60 days after billing for funds advanced on behalf of the LPA, this document will constitute an assignment of funds now or hereafter coming into the hands of the state treasurer, which would otherwise be distributed to the LPA out of the highway tax distribution fund, NDCC 54-27-19. The state treasurer is hereby directed to pay NDDOT all such funds until the total equals the sum billed pursuant to this agreement.

2. The Risk Management Appendix, attached, is hereby incorporated and made a part of this agreement.
3. No official, employee, or other person performing services for the LPA who is authorized to negotiate or approve any contract or subcontract in connection with the project shall have any financial or other personal interest in any such contract or subcontract. No officer or employee of such person retained by the LPA shall have any financial or other personal interest in any real property acquired for the project unless such interest is openly disclosed upon public records of NDDOT and of the LPA, and such officer, employee, or person has not participated in such acquisition for and in behalf of the LPA.
4. The failure of the state to enforce any provisions of this contract shall not constitute a waiver by the state of that or any other provision.



5. Entities that receive federal funds through NDDOT may be required to obtain an audit in accordance with 2 C.F.R. Part 200, Subpart F. A copy of such audit shall be submitted to NDDOT. Entities that spend less than \$1,000,000 of federal funds from all sources may be subject to reviews by NDDOT at its discretion. Additionally, all entities receiving federal funds through NDDOT shall certify whether a Single Audit has been completed as part of the annual Federal award process. These requirements are applicable to counties, cities, state agencies, Indian tribes, colleges, hospitals, and non-profit businesses.
6. All notices, certificates, or other communications shall be sufficiently given when delivered or mailed, postage prepaid, to the parties at the respective places of business as set forth below or at a place designated hereafter in writing by the parties.

Local Government Engineer
ND Department of Transportation
608 East Boulevard Avenue
Bismarck, ND 58505-0700

7. The LPA is advised that its signature on this contract or agreement certifies that any person associated therewith is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency; has not been suspended, debarred, voluntarily excluded, or determined ineligible by any federal agency within the past three years; and has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction on any matter involving fraud or official misconduct within the past three years.
8. This agreement constitutes the entire agreement between the parties. No waiver consent, modification or change of terms of this agreement shall bind either party unless in writing and signed by both parties. Such waiver, consent, modification or change, if made, shall be effective only in the specific instance and for the specific purpose given. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this agreement. The LPA, by the signature below of its authorized representative, hereby acknowledges that the LPA has read this agreement, understands it, and agrees to be bound by its terms and conditions.



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

APPROVED:

LPA/STATES ATTORNEY (TYPE OR PRINT)

SIGNATURE

DATE

LPA of City of Fargo

*

Dr. Timothy J. Mahoney

NAME (TYPE OR PRINT)

SIGNATURE

* Mayor

TITLE

DATE

ATTEST:

AUDITOR (TYPE OR PRINT)

SIGNATURE

DATE

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

APPROVED as to substance:

SA

Derek Pfeifer

LOCAL GOVERNMENT ENGINEER (TYPE OR PRINT)

Derek Pfeifer

SIGNATURE

01/06/26

DATE

NORTH DAKOTA
DEPARTMENT OF TRANSPORTATION

DIRECTOR (TYPE OR PRINT)

SIGNATURE

DATE

*Mayor, President or Chairperson of Commission

CLA 19256 (Div. 38)
L.D. Approved 4-12-93; 12-27



Project TMA-SU-8-984(180)

CERTIFICATION OF LOCAL MATCH

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

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

Source:

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

ATTEST:

AUDITOR (TYPE OR PRINT)

SIGNATURE

DATE

APPROVED:

LPA of City of Fargo

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

SIGNATURE

* Mayor
TITLE

DATE

*Mayor, President or Chairperson of Commission

CLA 19256 (Div. 38)
L.D. Approved 4-12-93; 12-27



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

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

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



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

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

Pertinent Non-Discrimination Authorities:

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



Risk Management Appendix

Routine* Service Agreements with Sovereign Entities and Political Subdivisions of the State of North Dakota:

Parties: **State** – State of North Dakota, its agencies, officers and employees

Governmental Entity – The Governmental Entity executing the attached document, its agencies, officers and employees

Governments – State and Government Entity, as defined above

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

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

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

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

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

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

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

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

RM Consulted 2007
Revised 6-25



Certificate Of Completion

Envelope Id: 0EED0F16-B10F-43D6-8833-F0277C89C51A

Status: Sent

Subject: Contract #38260005: Please DocuSign: CPM Agreement for Fargo 32nd Ave (15th St-Red River) project

Contract Number: 38260005

PCN: 24150

Source Envelope:

Document Pages: 12

Signatures: 1

Envelope Originator:

Certificate Pages: 4

Initials: 2

Sengaroun Marohl

AutoNav: Enabled

608 E Boulevard Ave

EnvelopeId Stamping: Enabled

Bismarck, ND 58505

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

smarohl@nd.gov

IP Address: 165.234.92.127

Record Tracking

Status: Original

Holder: Sengaroun Marohl

Location: DocuSign

1/5/2026 1:53:09 PM

smarohl@nd.gov

Security Appliance Status: Connected

Pool: StateLocal

Storage Appliance Status: Connected

Pool: Carahsoft OBO North Dakota Department of Transportation CLOUD

Location: DocuSign

Signer Events

Signature

Timestamp

Stacey Hanson

St

Sent: 1/5/2026 2:43:22 PM

smhanson@nd.gov

Viewed: 1/5/2026 2:50:27 PM

Assistant Local Government Engineer

Signed: 1/5/2026 2:52:04 PM

Carahsoft OBO North Dakota Department of

Signature Adoption: Pre-selected Style

Transportation CLOUD

Using IP Address: 165.234.253.12

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

Authentication Details

SMS Auth:

Transaction: 10f37115-3ffe-4165-b979-acba519478b0

Result: passed

Vendor ID: TeleSign

Type: SMSAuth

Performed: 1/5/2026 2:50:17 PM

Phone: +1 701-527-8879

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Derek Pfeifer

Derek Pfeifer

Sent: 1/5/2026 2:52:06 PM

ddpfeifer@nd.gov

Viewed: 1/6/2026 9:51:08 AM

Local Gov Eng

Signed: 1/6/2026 9:53:51 AM

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

Signature Adoption: Pre-selected Style

Using IP Address: 165.234.253.12

Authentication Details

SMS Auth:

Transaction: f976c5f8-9191-4887-8921-322c8c09662b

Result: passed

Vendor ID: TeleSign


Type: SMSAuth

Performed: 1/6/2026 9:51:02 AM

Phone: +1 701-471-5516

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Signer Events	Signature	Timestamp
Nicole Lagasse nmlagasse@nd.gov Assistant CFO Security Level: Email, Account Authentication (None), Authentication	 Signature Adoption: Pre-selected Style Using IP Address: 165.234.253.12	Sent: 1/6/2026 9:53:53 AM Viewed: 1/6/2026 11:36:25 AM Signed: 1/6/2026 11:37:27 AM

Authentication Details**SMS Auth:**

Transaction: fe0aeaab-ef29-49d7-b975-a159e49f71ff
Result: passed
Vendor ID: TeleSign
Type: SMSAuth
Performed: 1/6/2026 11:36:19 AM
Phone: +1 701-954-8712

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Security Level: Email, Account Authentication
(None)

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Security Level: Email, Account Authentication
(None)

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Security Level: Email, Account Authentication
(None)

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Security Level: Email, Account Authentication
(None)

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Sengaroun Marohl

smarohl@nd.gov

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

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Clint Morgenstern

cdmorgenstern@nd.gov

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

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Chad Orn

corn@nd.gov

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

Signer Events	Signature	Timestamp
Electronic Record and Signature Disclosure: Not Offered via DocuSign		
Stacey Hanson smhanson@nd.gov Security Level: Email, Account Authentication (None), Authentication Electronic Record and Signature Disclosure: Not Offered via DocuSign		
In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Sengaroun Marohl smarohl@nd.gov Carahsoft OBO North Dakota Department of Transportation CLOUD Security Level: Email, Account Authentication (None), Login with SSO Electronic Record and Signature Disclosure: Not Offered via DocuSign	<div>VIEWED</div> Using IP Address: 165.234.252.245	Sent: 1/5/2026 1:53:23 PM Viewed: 1/5/2026 2:37:18 PM Completed: 1/5/2026 2:43:21 PM
Agent Delivery Events	Status	Timestamp
Jeremy Gorden JGorden@FargoND.gov Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign		Sent: 1/6/2026 11:37:29 AM Viewed: 1/6/2026 1:07:37 PM
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp
Legal Admin dotlegaladmin@nd.gov Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign		
Legal Admin dotlegaladmin@nd.gov Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign		
Aaron Murra amurra@nd.gov Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign		
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp

Envelope Summary Events		
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	1/5/2026 1:53:23 PM
Envelope Updated	Security Checked	1/5/2026 2:43:22 PM
Envelope Updated	Security Checked	1/5/2026 2:43:22 PM
Envelope Updated	Security Checked	1/5/2026 2:43:22 PM
Envelope Updated	Security Checked	1/5/2026 2:43:22 PM
Envelope Updated	Security Checked	1/5/2026 2:43:22 PM
Envelope Updated	Security Checked	1/5/2026 2:43:22 PM
Payment Events		
Payment Events	Status	Timestamps

REPORT OF ACTION

PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

Improvement District No.: BR-23-A1 Type: Cost Participation and Maintenance Agreement
 NDDOT Project No.: NHU-CRP-CPU-8-010(146)938 PCN 23199

Location: Main Avenue, University Dr – 25th St Date of Hearing: 1/12/2026

<u>Routing</u>	<u>Date</u>
City Commission	<u>1/20/2026</u>
PWPEC File	<u>X</u>
Project File	<u>Jeremy Gorden</u>

The Committee reviewed the accompanying correspondence from Division Engineer, Jeremy Gorden, regarding a Cost Participation and Maintenance Agreement (CPM) with NDDOT for the reconstruction of Main Avenue from University Drive to 25th Street.

Funding for the project will consists of Federal Highway Funds, City Utility Funds (Water Rec & Water), and Special Assessments. The estimated construction cost breakout is as follows:

Estimated Project Cost:	\$35,302,982
Federal Share:	\$19,300,000 (55%)
State Share:	\$ 2,200,000 (6%)
Local Share:	\$13,736,236 (39%)

Staff is recommending approval of the CPM Agreement.

On a motion by Ben Dow, seconded by Nicole Crutchfield, the Committee voted to recommend approval of the CPM Agreement with the NDDOT.

RECOMMENDED MOTION

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

PROJECT FINANCING INFORMATION:

Recommended source of funding for project: Fed Hwy Funds, Utility Funds, & Special Assessments

	<u>Yes</u>	<u>No</u>
Developer meets City policy for payment of delinquent specials	<u>N/A</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

	<u>Present</u>	<u>Yes</u>	<u>No</u>	<u>Unanimous</u>
				<u>✓</u>
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"/>	
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: Jeremy M. Gorden, PE, PTOE
Division Engineer – Transportation

Date: January 12, 2026

Re: Improvement District No. BR-23-A1 – Cost, Participation and Maintenance (CPM)
Agreement with NDDOT
NDDOT Project No. NHU-CRP-CPU-8-010(046)938 PCN 23199
Main Avenue; University Drive – 25th Street – Street Reconstruction Project

Background:

I have attached a CPM Agreement from the Local Government Division of the NDDOT for the reconstruction of Main Avenue from University Drive to 25th Street. It will upgrade the existing infrastructure by replacing the existing concrete pavement, curb and gutter, the water distribution system, sanitary sewer system, storm sewer system, sidewalk, make intersection improvements and incidentals.

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

The estimated total cost of the project is \$35,302,982, with Federal Funds at an estimated \$19.3M (55%), State Funds estimated at \$2.2M (6%), and Local Funds estimated at \$13,736,236 (39%). This project is included in the City of Fargo 2026 Capital Improvement Plan.

This project is tentatively set to be bid in Bismarck in February and the project is scheduled to have a two (2) completion timeline, with a winter suspension between the two seasons. The work in the first season will be located between University Drive and 18th Street, and the work in the second season will be from 18th Street to the west. The project will be completed in the Fall of 2027.

Recommended Motion:

I recommend approval of the CPM Agreement for Improvement District No. BR-23-A1.

JMG/klb
Attachment

MEMO TO: Chad Orn
Deputy Director for Planning

FROM: Palo, George H., Urban Project Manager

DATE: 01/09/2026

SUBJECT: 38260024: NHU-CRP-CPU-8-010(046)938 (PCN 23199) Cost Participation and Maintenance Agreement

This is the CPM Agreement between the NDDOT and the City of Fargo for the reconstruction of US Highway 10 (Main Ave); between 25th Street and University Ave. This work will consist of Grading, Salvage Base, PCC Pavement, Curb & Gutter, Storm Sewer, Sanitary Sewer, Watermain, Traffic Signal, Lighting, Sidewalk, and Landscaping.

Should you have any questions, please contact me at 701-787-6539.

38/ghp

DocuSign Workflow:
Stacey Hanson;
Derek Pfeifer;
Nicole Lagasse;
Tom Knakmuhs (Assign City Signers);
City Attorney;
City Auditor;
City Mayor / President of Commission;
George Palo;
Clint Morgenstern;
Chad Orn

**North Dakota Department of Transportation
COST PARTICIPATION AND MAINTENANCE AGREEMENT**

Federal Award Information – to be provided by NDDOT

Assistance Listing No: 20.205	Assistance Listing Title: Highway Planning & Construction
Award Name: Federal Aid Highway Program	Awarding Fed. Agency: Federal Highway Admin
NDDOT Program Mgr: Palo, George H.	Telephone: 701-787-6539

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

Project No.NHU-CRP-CPU-8-010(046)938 **PCN:** 23199

Location: FARGO,MAIN AVE,25TH ST-UNIVERSITY DR

Type of Improvement: Reconstruction, consisting of; Grading, Salvaged Base, PCC Pavement, Curb & Gutter, Storm Sewer, Sanitary Sewer, Watermain, Traffic Signal, Lighting, Sidewalk, and Landscaping.

Point of Beginning: RP 938.651 (Sta 2040+44)

Point of Ending: RP 939.619 (Sta 2092+52)

In consideration of the mutual benefits to be derived therefrom, it is agreed between the state of North Dakota, acting by and through its Director of Transportation, hereinafter referred to as NDDOT, whose address is 608 East Boulevard Avenue, Bismarck, North Dakota 58505-0700, and the Local Public Agency (LPA) of Fargo, North Dakota, hereinafter referred to as the LPA, the project will be constructed in accordance with the current edition of NDDOT's *Standard Specifications for Road and Bridge Construction* and with the plans incorporated into this agreement by reference.

The LPA

- a. Will pay 10 percent of the total actual cost of right of way acquired for the project which are determined eligible for funding participation; and
- b. Will pay 10 percent of the total actual cost of utility relocations required for the project which are determined eligible for funding participation; and
- c. Will pay 10 percent of the total actual construction cost of all items which are determined eligible for funding participation; and
- d. Will pay 10 percent of the total actual preliminary engineering cost of all items which are determined eligible for funding participation; and
- e. Will pay 10 percent of the total actual construction engineering cost of all items which are determined eligible for funding participation; and
- f. Will pay 100 percent of the actual construction, preliminary engineering, construction engineering, utility relocation, right of way, and any other costs incurred of all items as requested by the LPA and determined to be non-participating or ineligible for federal aid.



Additional Funding Clause:

Funding Splits for the contributing queue drainage portion of the project will be 72.39 percent Federal funds; 8.11 percent State funds; 19.50 percent City funds.

PART I

LPA Obligation:

1. The LPA will pay to NDDOT as the work progresses or when completed its share of the total cost of the project as defined above.
2. It is specifically agreed that if at any time the LPA fails to pay the amount billed to NDDOT within 60 days after billings, this document shall constitute an assignment of funds derived from the State Highway Tax Distribution Fund now or hereafter coming into the hands of the State Treasurer to the credit of the LPA, and the State Treasurer is hereby directed to deliver and pay over to NDDOT all funds credited to the LPA until the total thereof equals the sum billed pursuant to this agreement. The preliminary cost estimate of the project is \$38,712,227.55, with the LPA's estimated share being \$12,482,022.83.
3. All existing LPA right of way within the project limits will be provided by the LPA with clear title and available for use in the project.

PART II

Post Construction

After the project is completed the LPA agrees to:

1. The LPA will control the length and location of curb openings for future entrances and will not permit the length of curb openings for entrances to exceed the length shown on the plans or as shown on a sketch of typical entrances for similar entrances; and will prohibit the construction or use of any entrances along the project within the LPA other than those shown on the plans, without prior approval of NDDOT.
2. The LPA will not change any speed limit signs as shown on the plans without prior approval of NDDOT.
3. The LPA will prohibit double and diagonal parking and will control all parallel parking where allowed within the limits of the project in a manner satisfactory to NDDOT and to the Federal Highway Administration (FHWA), or both.
4. All signs, signals, markings, and other protective structures erected on or in connection with the project, including those installed at the sole cost and expense of the LPA or by others, shall be approved by NDDOT. All traffic control devices will be in conformance with the latest edition of the Manual on Uniform Traffic Control Devices for Streets and Highways.
5. All right of way for the project will be maintained free of all encroachments except utilities and others in accordance with the current edition of NDDOT's "A Policy for Accommodation of Utilities on State Highway Right-of-Way". All obstructions to, interference with, or hazards to traffic flow will be removed by the LPA at the request of NDDOT. The LPA will be responsible for any consideration, avoidance, and minimization of impacts upon real property related to this project, such as changes in the grades of the streets, inconveniences to property or business, and any loss of light, air, view, access, egress, drainage, support, or nuisance.



PART III

Maintenance

The LPA will, at its own expense, maintain or cause to be maintained, all portions of the project unless otherwise noted. The maintenance will be in a manner satisfactory to NDDOT and FHWA. Exact limits of the project are shown on the attached map.

PART IV

General:

1. Appendices A and E of the Title VI Assurances, attached, are hereby incorporated into and made a part of this agreement.
2. The Risk Management Appendix, attached, is hereby incorporated and made a part of this agreement.
3. Entities that receive federal funds through NDDOT may be required to obtain an audit in accordance with 2 C.F.R. Part 200, Subpart F. A copy of such audit shall be submitted to NDDOT. Entities that spend less than \$1,000,000 of federal funds from all sources may be subject to reviews by NDDOT at its discretion. Additionally, all entities receiving federal funds through NDDOT shall certify whether a Single Audit has been completed as part of the annual Federal award process. These requirements are applicable to counties, cities, state agencies, Indian tribes, colleges, hospitals, and non profit businesses.
4. The LPA is advised that its signature on this contract or agreement certifies that any person associated therewith is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency within the past three years; and has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction on any matter involving fraud or official misconduct within the past three years.
5. NDDOT is not responsible for any Property Taxes or Special Assessments on property which has been acquired as part of the roadway reconstruction project. The LPA is responsible to make arrangements for deferral or payment of such Taxes and/or Special Assessments.



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

APPROVED:

LPA of City of Fargo

LPA ATTORNEY (TYPE OR PRINT)

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

SIGNATURE

SIGNATURE

DATE

* Mayor
TITLE

DATE

ATTEST:

AUDITOR (TYPE OR PRINT)

SIGNATURE

DATE

Executed for the North Dakota Department of Transportation by the Director at Bismarck, North Dakota,
the last date below signed.

APPROVED as to substance by:

NORTH DAKOTA DEPARTMENT OF
TRANSPORTATION

Derek Pfeifer

DIVISION DIRECTOR (TYPE OR PRINT)

DIRECTOR (TYPE OR PRINT)

Derek Pfeifer SH
SIGNATURE

SIGNATURE M

01/12/26

DATE

DATE

*Mayor or President of Commission

CLA 17058 (Div. 38)
L.D. Approved 10-17, 11-24



CERTIFICATION OF LOCAL MATCH

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

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

Source:

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

ATTEST:

AUDITOR (TYPE OR PRINT)

SIGNATURE

DATE

APPROVED:

LPA of City of Fargo

Dr. Timothy J. Mahoney

NAME (TYPE OR PRINT)

SIGNATURE

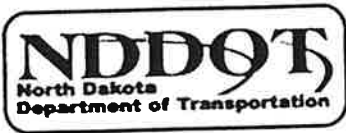
* Mayor

TITLE

DATE

*Mayor or President of Commission

CLA 17058 (Div. 38)
L.D. Approved 02-18; Rev. 1-23



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

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

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



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

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

Pertinent Non-Discrimination Authorities:

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



Risk Management Appendix

Routine* Service Agreements with Sovereign Entities and Political Subdivisions of the State of North Dakota:

Parties: **State** – State of North Dakota, its agencies, officers and employees

Governmental Entity – The Governmental Entity executing the attached document, its agencies, officers and employees

Governments – State and Government Entity, as defined above

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

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

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

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

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

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

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

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

RM Consulted 2007
Revised 6-25



Decision Envelope ID: C3EA4407-8E17-4658-B2CA-76319C539750

DESIGN DATA				TRAFFIC			
Current 2015		Peak 22,810		Truck: 755		Total: 23,565	
Forecast 2045		Peak 23,377		Truck: 723		Total: 24,100	
Clear Zone Distance: 14'				Design Speed: 35 MPH			
Minimum Sight Dist. for Stopping: 200'				Bridge: N/A			
Sight Dist. for No Passing Zone: N/A							
Pavement Design Life 30 (years)							
Design Accumulated One-way Heavy Trucks: 8,907,900 ESALs							

NORTH DAKOTA

DEPARTMENT OF TRANSPORTATION

NHU-CRP-CPU-8-010(046)938

CITY OF FARGO IMPROVEMENT DISTRICT NO. BR-23-A

Case County

Main Avenue (US 10)

25th Street to University Drive

Grading, Salvaged Base, PCC Pavement, Curb & Gutter, Storm Sewer, Sanitary Sewer, Watermain, Traffic Signal, Lighting, Sidewalk, Landscaping

GOVERNING SPECIFICATIONS		Data Published and Adopted by the North Dakota Department of Transportation	
Standard Specifications	7/1/2024		
Supplemental Specifications	NONE		

PROJECT NUMBER / DESCRIPTION	NET MILES	GROSS MILES
NHU-CRP-CPU-8-010(046)938	0.960	0.960

DESIGNER
James Midkiff

DESIGNER
Charles DeYoung

DESIGNER
Lexi Heller

DESIGNER
Nick Gubbels

DESIGNER
Lexi Cleary

DESIGNER
Eric Laidley

DESIGNER
Steve McHenry

DESIGNER
Adrian Potter

DESIGNER
Jacob Gunderson

DESIGNER
Mike Johnson

STATE COUNTY MAP

APEX ENGINEERING GROUP

REGISTERED PROFESSIONAL ENGINEER
MATTHEW T. ANSELL
No. 10000
DATE: 01/08/26
NORTH DAKOTA

NO DEPARTMENT OF TRANSPORTATION OFFICE OF PROJECT DEVELOPMENT

Jon Ketterling
01/08/26

Jon Ketterling

Funding Split for Fargo Main Ave Reconstruct. Mill & Overlay, ADA Ramps, Median Islands
 Project: NHU-CRP-CPU-8-010(046)938, PCN 23199

Description of Cost	Engineering Estimate	Engineering Cost (10%)	Total Estimate	Federal Funds	State Funds	Local Funds	Total
Preliminary Engineering	\$ 3,931,620.00	\$ -	\$ 3,931,620.00	\$ 3,181,860.07	\$ 356,597.93	\$ 393,162.00	\$ 3,931,620.00
Right of way and Easement	\$ 1,250,000.00	\$ -	\$ 1,250,000.00	\$ 1,011,625.00	\$ 113,375.00	\$ 125,000.00	\$ 1,250,000.00
Construction Cost (NHU)	\$ 16,892,453.00	\$ 1,689,245.30	\$ 18,581,698.30	\$ 15,038,168.43	\$ 1,685,360.04	\$ 1,858,169.83	\$ 18,581,698.30
Construction Cost -City Only (CPU)	\$ 8,166,057.00	\$ 816,605.70	\$ 8,982,662.70	\$ -	\$ -	\$ 8,982,662.70	\$ 8,982,662.70
CRP	\$ 386,505.00	\$ 38,650.50	\$ 425,155.50	\$ 344,078.35	\$ 38,561.60	\$ 42,515.55	\$ 425,155.50
Drainage	\$ 5,037,355.50	\$ 503,735.55	\$ 5,541,091.05	\$ 4,011,195.81	\$ 449,382.48	\$ 1,080,512.75	\$ 5,541,091.05
Totals	\$ 35,663,990.50	\$ 3,048,237.05	\$ 38,712,227.55	\$ 23,586,927.66	\$ 2,643,277.06	\$ 12,482,022.83	\$ 38,712,227.55

Local Government Division: January 07, 2026

These costs are an estimate at the time of final plan completion, they may vary between now and final voucher.

Certificate Of Completion

Envelope Id: 286C48F0-7765-4D44-89AB-52E7EFFFFE91

Status: Sent

Subject: Contract #38260024: Please DocuSign: 17058.docx, Cost Participation & Maintenance Agreement

Contract Number: 38260024

PCN: 23199

Source Envelope:

Document Pages: 11

Signatures: 1

Envelope Originator:

Certificate Pages: 4

Initials: 2

George Palo

AutoNav: Enabled

608 E Boulevard Ave

Envelopeld Stamping: Enabled

Bismarck, ND 58505

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

ghpalo@nd.gov

IP Address: 165.234.92.123

Record Tracking

Status: Original

Holder: George Palo

Location: DocuSign

1/9/2026 5:23:08 PM

ghpalo@nd.gov

Security Appliance Status: Connected

Pool: StateLocal

Storage Appliance Status: Connected

Pool: Carahsoft OBO North Dakota Department of

Location: Docusign

Transportation CLOUD

Signer Events

Signature

Timestamp

Stacey Hanson

SH

Sent: 1/12/2026 7:36:46 AM

smhanson@nd.gov

Viewed: 1/12/2026 8:09:56 AM

Assistant Local Government Engineer

Signed: 1/12/2026 8:13:37 AM

Carahsoft OBO North Dakota Department of

Transportation CLOUD

Signature Adoption: Pre-selected Style

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

Using IP Address: 165.234.253.12

Authentication Details

SMS Auth:

Transaction: 4f26928e-6208-4386-b27c-6afbbeed4995

Result: passed

Vendor ID: TeleSign

Type: SMSAuth

Performed: 1/12/2026 8:09:37 AM

Phone: +1 701-527-8879

Electronic Record and Signature Disclosure:

Not Offered via Docusign

Derek Pfeifer

Derek Pfeifer

Sent: 1/12/2026 8:13:44 AM

ddpfeifer@nd.gov

Viewed: 1/12/2026 8:21:06 AM

Local Gov Eng

Signed: 1/12/2026 8:32:24 AM

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

Signature Adoption: Pre-selected Style

Using IP Address: 165.234.253.12

Authentication Details

SMS Auth:

Transaction: 9a4460f8-4321-4fb6-8a9f-32e6fead98e0

Result: passed

Vendor ID: TeleSign

Type: SMSAuth

Performed: 1/12/2026 8:20:46 AM

Phone: +1 701-471-5516

Electronic Record and Signature Disclosure:

Not Offered via Docusign

Signer Events	Signature	Timestamp
Nicole Lagasse nmlagasse@nd.gov Assistant CFO Security Level: Email, Account Authentication (None), Authentication	 Signature Adoption: Pre-selected Style Using IP Address: 165.234.253.12	Sent: 1/12/2026 8:32:31 AM Viewed: 1/12/2026 9:16:23 AM Signed: 1/12/2026 9:17:10 AM

Authentication Details

SMS Auth:
Transaction: e0005acf-e3b1-4a08-9bfb-32346d8b12f5
Result: passed
Vendor ID: TeleSign
Type: SMSAuth
Performed: 1/12/2026 9:16:10 AM
Phone: +1 701-954-8712

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Tom Knakmuhs
TKnakmuhs@FargoND.gov
City Engineer

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

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Ian McLean
imclean@serklandlaw.com

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

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Susan Thompson
sjthompson@FargoND.gov

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

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Timothy J Mahoney
TMahoney@FargoND.gov

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

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

George Palo
ghpalo@nd.gov

Security Level: Email, Account Authentication (None)

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Clint Morgentstern
cdmorgentstern@nd.gov

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

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Sent: 1/12/2026 9:44:16 AM
Viewed: 1/12/2026 9:53:28 AM

Signer Events	Signature	Timestamp
Chad Orn corn@nd.gov Security Level: Email, Account Authentication (None), Authentication Electronic Record and Signature Disclosure: Not Offered via DocuSign		
In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
George Palo ghpalo@nd.gov Carahsoft OBO North Dakota Department of Transportation Security Level: Email, Account Authentication (None), Login with SSO Electronic Record and Signature Disclosure: Not Offered via DocuSign	<div>VIEWED</div> Using IP Address: 165.234.252.245	Sent: 1/9/2026 5:23:22 PM Viewed: 1/9/2026 5:23:54 PM Completed: 1/12/2026 7:36:45 AM
Agent Delivery Events	Status	Timestamp
Tom Knakmuhs TKnakmuhs@FargoND.gov City Engineer Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	<div>VIEWED</div> Using IP Address: 165.234.101.168	Sent: 1/12/2026 9:17:16 AM Viewed: 1/12/2026 9:26:55 AM Completed: 1/12/2026 9:44:15 AM
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp
Legal Admin dotlegaladmin@nd.gov Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign		
Legal Admin dotlegaladmin@nd.gov Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign		
District Engineer amurra@nd.gov Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign		
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp

Envelope Summary Events		Status	Timestamps
Envelope Sent		Hashed/Encrypted	1/9/2026 5:23:22 PM
Envelope Updated		Security Checked	1/12/2026 7:36:45 AM
Envelope Updated		Security Checked	1/12/2026 7:36:45 AM
Envelope Updated		Security Checked	1/12/2026 7:36:45 AM
Envelope Updated		Security Checked	1/12/2026 7:36:45 AM
Envelope Updated		Security Checked	1/12/2026 7:36:46 AM
Envelope Updated		Security Checked	1/12/2026 7:36:46 AM
Envelope Updated		Security Checked	1/12/2026 7:36:46 AM
Envelope Updated		Security Checked	1/12/2026 7:36:46 AM
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Envelope Updated		Security Checked	1/12/2026 9:44:15 AM
Envelope Updated		Security Checked	1/12/2026 9:44:15 AM
Envelope Updated		Security Checked	1/12/2026 9:44:15 AM
Envelope Updated		Security Checked	1/12/2026 9:44:15 AM
Envelope Updated		Security Checked	1/12/2026 9:44:15 AM
Envelope Updated		Security Checked	1/12/2026 9:44:15 AM
Envelope Updated		Security Checked	1/12/2026 9:44:15 AM
Envelope Updated		Security Checked	1/12/2026 9:44:15 AM
Payment Events		Status	Timestamps

PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

8

Improvement District No. PR-24-A1

Type: Negative Final Balancing Change Order #4

Location: 45th St, I-94 – 32nd Ave S &
32nd Ave S, 42nd St – 45th St

Date of Hearing: 1/12/2026

RoutingDate

City Commission

1/20/2026

PWPEC File

X

Project File

Jeremy Engquist

The Committee reviewed a communication from Project Manager, Jeremy Engquist, regarding Negative Final Balancing Change Order #4 in the amount of -\$955,952.47, which reconciles the final quantities as measured in the field.

Staff is seeking approval of Negative Final Balancing Change Order #4 in the amount of -\$955,952.47, which brings the total contract amount to \$9,783,372.69.

On a motion by Brenda Derrig, seconded by Ben Dow, the Committee voted to recommend approval of Negative Final Balancing Change Order #4 to Reede Construction.

RECOMMENDED MOTION

Concur with the recommendations of PWPEC and approve Negative Final Balancing Change Order #4 in the amount of -\$955,952.47, bringing the total contract amount to \$9,783,372.69 to Reede Construction.

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

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

Yes	No
N/A	
N/A	
N/A	

COMMITTEE

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

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

ATTEST:

C: Kristi Olson


Tom Knakmuhs, P.E.
City Engineer



CHANGE ORDER REPORT
CONCRETE PAVING REHAB/LANE WIDENING
IMPROVEMENT DISTRICT NO. PR-24-A1

Final Balancing
Change Order

ON 45TH STREET SOUTH FROM I-94 TO 32ND AVENUE SOUTH. ON 32ND AVENUE
SOUTH FROM 42ND STREET SOUTH TO 45TH STREET SOUTH.

Change Order No 4 Change Order Date 1/5/2026
Contractor Reede Construction, Inc.

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

EXPLANATION OF CHANGE Change Order # 4

Final Balancing Change Order

Section	Line No	Item Description	Unit	Orig Cont Qty	Prev C/O Qty	Prev Cont Qty	Curr C/O Qty	Tot Cont Qty	Unit Price (\$)	C/O Ext Price (\$)
32nd Ave S: Lane Widening	4	Remove Tree	EA	24		24	3	27	\$315.00	\$945.00
	5	Remove Pavement All Thicknesses All Types	SY	6471		6471	-143	6328	\$45.00	-\$6,435.00
	6	F&I Pipe w/GB SDR 26 - 15" Dia PVC	LF	200		200	-85	115	\$185.00	-\$15,725.00
	7	F&I Pipe w/GB SDR 26 - 18" Dia PVC	LF	100		100	-42	58	\$210.00	-\$8,820.00
	8	F&I Fittings C153 Ductile Iron	LB	80		80	-46	34	\$16.00	-\$736.00
	10	F&I Pipe w/GB C900 DR 18 - 6" Dia PVC	LF	80		80	-3	77	\$135.00	-\$405.00
	12	F&I Hydrant Ext. 6" High	EA	3		3	1	4	\$1,900.00	\$1,900.00
	13	F&I Hydrant Ext. 12" High	EA	1		1	-1	0	\$2,000.00	-\$2,000.00
	14	Modify Manhole	EA	2		2	-1	1	\$2,500.00	-\$2,500.00

Section	Line No	Item Description	Unit	Orig Cont Qty	Prev C/O Qty	Prev Cont Qty	Curr C/O Qty	Tot Cont Qty	Unit Price (\$)	C/O Ext Price (\$)
	18	F&I Inlet - Round (RDI) Reinf Conc	EA	9		9	-1	8	\$4,000.00	-\$4,000.00
	19	Remove Inlet	EA	20		20	-2	18	\$1,050.00	-\$2,100.00
	20	Connect Pipe to Exist Pipe	EA	9		9	-2	7	\$1,200.00	-\$2,400.00
	21	Connect Pipe to Exist Structure	EA	8		8	-2	6	\$3,000.00	-\$6,000.00
	22	Remove Pipe All Sizes All Types	LF	725		725	-205	520	\$25.00	-\$5,125.00
	23	F&I Pipe w/GB 12" Dia Reinf Conc	LF	24		24	-24	0	\$160.00	-\$3,840.00
	24	F&I Pipe w/GB 18" Dia Reinf Conc	LF	140		140	-20	120	\$180.00	-\$3,600.00
	25	F&I Pipe w/GB 24" Dia Reinf Conc	LF	10		10	-3	7	\$235.00	-\$705.00
	26	F&I Pipe w/GB SDR 26 - 12" Dia PVC	LF	350		350	-6	344	\$145.00	-\$870.00
	28	Topsoil - Import	CY	2500		2500	-1587.81	912.19	\$60.00	-\$95,268.60
	29	Excavation	CY	7824		7824	280	8104	\$19.00	\$5,320.00
	30	Subcut	CY	2000		2000	-2000	0	\$11.00	-\$22,000.00
	31	Subgrade Preparation	SY	6760		6760	-560	6200	\$5.00	-\$2,800.00
	32	F&I Woven Geotextile	SY	6760		6760	-560	6200	\$4.00	-\$2,240.00
	33	F&I Class 5 Agg - 12" Thick	SY	6760		6760	100	6860	\$29.50	\$2,950.00
	34	F&I Edge Drain 4" Dia PVC	LF	3490		3490	-327	3163	\$16.00	-\$5,232.00
	35	F&I Curb & Gutter Standard (Type II)	LF	6370		6370	-729	5641	\$50.00	-\$36,450.00
	36	Remove Curb & Gutter	LF	6840		6840	-538	6302	\$10.00	-\$5,380.00

Section	Line No	Item Description	Unit	Orig Cont Qty	Prev C/O Qty	Prev Cont Qty	Curr C/O Qty	Tot Cont Qty	Unit Price (\$)	C/O Ext Price (\$)
	37	F&I Pavement 10" Thick Doweled Conc	SY	10306		10306	-609	9697	\$125.00	-\$76,125.00
	38	F&I Median Nose Conc	SY	60		60	28	88	\$200.00	\$5,600.00
	39	F&I Sidewalk Curb	LF	80		80	-47	33	\$80.00	-\$3,760.00
	40	F&I Sidewalk 5" Thick Reinf Conc	SY	3310		3310	-98.9	3211.1	\$65.00	-\$6,428.50
	41	F&I Sidewalk 6" Thick Reinf Conc	SY	310		310	-30.8	279.2	\$70.00	-\$2,156.00
	42	Remove Sidewalk All Thicknesses All Types	SY	6001		6001	-391	5610	\$12.00	-\$4,692.00
	43	F&I Impressioned 4" Thick Reinf Conc	SY	1245		1245	-266	979	\$165.00	-\$43,890.00
	44	F&I Driveway 7" Thick Reinf Conc	SY	144		144	-28	116	\$90.00	-\$2,520.00
	45	Remove Driveway All Thicknesses All Types	SY	105		105	-25	80	\$20.00	-\$500.00
	46	F&I Det Warn Panels Cast Iron	SF	253		253	-33	220	\$70.00	-\$2,310.00
	47	F&I Asphalt Pavement FAA 43 w/ PG58H-34	Ton	60		60	164.48	224.48	\$650.00	\$106,912.00
	48	F&I Casting - Inlet	EA	10		10	-8	2	\$1,900.00	-\$15,200.00
	49	F&I Casting - Std Manhole	EA	3		3	1	4	\$900.00	\$900.00
	50	F&I Casting - Floating Manhole	EA	6		6	-3	3	\$2,100.00	-\$6,300.00
	52	Casting to Grade - Blvd	EA	28		28	-15	13	\$550.00	-\$8,250.00
	53	Casting to Grade - w/Conc	EA	32		32	-7	25	\$750.00	-\$5,250.00

Section

Line No

Item Description

Unit

Orig
Cont
QtyPrev
C/O
QtyPrev
Cont
QtyCurr C/O
QtyTot
Cont
QtyUnit Price
(\$)C/O Ext
Price (\$)

55	GV Box to Grade - w/Conc	EA	4		4	1	5	\$350.00	\$350.00
56	F&I Traffic Surface Gravel	Ton	1000		1000	-1000	0	\$52.00	-\$52,000.00
57	Mulching Type 1 Hydro	SY	15000		15000	1232	16232	\$1.00	\$1,232.00
58	Seeding Type C	SY	15000		15000	1955	16955	\$1.50	\$2,932.50
59	Weed Control Type B	SY	15000		15000	-15000	0	\$0.10	-\$1,500.00
60	Obliterate Pavement Markings	SF	1629		1629	-1597	32	\$7.50	-\$11,977.50
61	F&I Grooved Plastic Film Message	SF	152		152	274	426	\$55.00	\$15,070.00
62	F&I Grooved Plastic Film 8" Wide	LF	2548		2548	339	2887	\$18.00	\$6,102.00
64	F&I Grooved Contrast Film 7" Wide	LF	2288		2288	112	2400	\$17.00	\$1,904.00
65	Paint Epoxy Message	SF	611		611	-334	277	\$21.00	-\$7,014.00
69	F&I Detection Preformed Loop	EA	13		13	5	18	\$5,200.00	\$26,000.00
70	F&I Detection Sawed-In Loop	EA	27		27	1	28	\$5,200.00	\$5,200.00
74	F&I Conduit 2" Dia	LF	2915		2915	-338	2577	\$20.00	-\$6,760.00
75	F&I Conduit 4" Dia	LF	75		75	-21	54	\$80.00	-\$1,680.00
76	Relocate Pull Box	EA	8		8	-1	7	\$7,100.00	-\$7,100.00
77	Rem & Repl Pull Box Cover	EA	10		10	-3	7	\$2,200.00	-\$6,600.00
79	F&I Sign Assembly	EA	5		5	2	7	\$75.00	\$150.00
80	Relocate Sign Assembly	EA	1		1	1	2	\$140.00	\$140.00
81	F&I Sign Assembly & Anchor	EA	14		14	2	16	\$155.00	\$310.00

Section	Line No	Item Description	Unit	Orig Cont Qty	Prev C/O Qty	Prev Cont Qty	Curr C/O Qty	Tot Cont Qty	Unit Price (\$)	C/O Ext Price (\$)
32nd Ave S - CPR	82	F&I Diamond Grade Cubed	SF	122.94		122.94	-36.64	86.3	\$28.00	-\$1,025.92
	85	F&I Flexible Delineator	EA	16		16	1	17	\$90.00	\$90.00
	89	F&I Conductor #6 USE Cu	LF	6816		6816	-1416	5400	\$10.00	-\$14,160.00
	90	F&I Innerduct 2" Dia	LF	1276		1276	-176	1100	\$26.00	-\$4,576.00
	94	F&I Decid Tree 2" Dia	EA	9		9	4	13	\$1,000.00	\$4,000.00
								32nd Ave S: Lane Widening Sub Total		-\$338,399.02
32nd Ave S - CPR	100	Repair Inlet	EA	3		3	-3	0	\$2,500.00	-\$7,500.00
	101	Modify Inlet Type A	EA	3		3	-3	0	\$2,500.00	-\$7,500.00
	102	Modify Inlet Type B	EA	3		3	-3	0	\$5,400.00	-\$16,200.00
	103	Clean & Seal Concrete Joints	LF	35000		35000	-1471	33529	\$3.00	-\$4,413.00
	104	F&I Curb & Gutter Standard (Type II)	LF	250		250	260	510	\$60.00	\$15,600.00
	105	Remove Curb & Gutter	LF	250		250	260	510	\$10.00	\$2,600.00
	106	Repair Pavement - Partial Depth Conc	SF	500		500	-236	264	\$125.00	-\$29,500.00
	107	Rem & Repl Pavement 10" Thick Doweled Conc	SY	3312		3312	-216	3096	\$245.00	-\$52,920.00
	108	F&I Casting - Inlet	EA	3		3	-3	0	\$1,900.00	-\$5,700.00
	111	Casting to Grade - w/Conc	EA	2		2	5	7	\$750.00	\$3,750.00
45th St S - CPR	112	GV Box to Grade - w/Conc	EA	2		2	-1	1	\$350.00	-\$350.00
	113	Mill / Grind Conc Pvmnt	SY	12800		12800	-2250	10550	\$8.50	-\$19,125.00
								32nd Ave S - CPR Sub Total		-\$121,258.00
	114	Furnish Temp Water Svc	LS	1		1	-1	0	\$52,000.00	-\$52,000.00

Section	Line No	Item Description	Unit	Orig Cont Qty	Prev C/O Qty	Prev Cont Qty	Curr C/O Qty	Tot Cont Qty	Unit Price (\$)	C/O Ext Price (\$)
	116	F&I Bollards	EA	2		2	1	3	\$1,500.00	\$1,500.00
	117	Remove Pavement All Thicknesses All Types	SY	4744		4744	-339.9	4404.1	\$50.00	-\$16,995.00
	120	Repair Inlet	EA	5		5	-4	1	\$2,500.00	-\$10,000.00
	121	Modify Inlet Type A	EA	5		5	-5	0	\$2,500.00	-\$12,500.00
	122	Modify Inlet Type B	EA	5		5	-5	0	\$5,300.00	-\$26,500.00
	124	F&I Pipe w/GB 12" Dia Reinf Conc	LF	9		9	-6.7	2.3	\$160.00	-\$1,072.00
	125	F&I Pipe w/GB 18" Dia Reinf Conc	LF	15		15	-7.9	7.1	\$180.00	-\$1,422.00
	126	Topsoil - Import	CY	200		200	-122	78	\$70.00	-\$8,540.00
	127	Excavation	CY	32		32	116	148	\$32.00	\$3,712.00
	128	Subgrade Preparation	SY	70		70	-10	60	\$12.00	-\$120.00
	129	F&I Class 5 Agg - 12" Thick	SY	70		70	-10	60	\$45.00	-\$450.00
	130	Clean & Seal Concrete Joints	LF	75000		75000	-4629	70371	\$3.00	-\$13,887.00
	131	F&I Edge Drain 4" Dia PVC	LF	110		110	-80	30	\$25.00	-\$2,000.00
	132	F&I Curb & Gutter Standard (Type II)	LF	2005		2005	-170.3	1834.7	\$60.00	-\$10,218.00
	133	Remove Curb & Gutter	LF	3190		3190	-396.7	2793.3	\$10.00	-\$3,967.00
	134	Repair Pavement - Partial Depth Conc	SF	600		600	-183.6	416.4	\$130.00	-\$23,868.00
	135	F&I Pavement 10" Thick Doweled Conc	SY	5422		5422	-163.7	5258.3	\$130.00	-\$21,281.00
	136	F&I Median Nose Conc	SY	30		30	17	47	\$210.00	\$3,570.00
	137	F&I Sidewalk Curb	LF	80		80	-80	0	\$80.00	-\$6,400.00

Section	Line No	Item Description	Unit	Orig Cont Qty	Prev C/O Qty	Prev Cont Qty	Curr C/O Qty	Tot Cont Qty	Unit Price (\$)	C/O Ext Price (\$)
	138	F&I Sidewalk 5" Thick Reinf Conc	SY	798		798	-15.3	782.7	\$85.00	-\$1,300.50
	139	F&I Sidewalk 6" Thick Reinf Conc	SY	540		540	-25	515	\$90.00	-\$2,250.00
	140	Remove Sidewalk All Thicknesses All Types	SY	2264		2264	-275.6	1988.4	\$12.00	-\$3,307.20
	141	F&I Impressioned 6" Thick Reinf Conc	SY	410		410	31.2	441.2	\$195.00	\$6,084.00
	142	F&I Det Warn Panels Cast Iron	SF	510		510	-31.5	478.5	\$70.00	-\$2,205.00
	143	F&I Asphalt Pavement FAA 43 w/ PG58H-34	Ton	40		40	-32	8	\$650.00	-\$20,800.00
	144	F&I Casting - Inlet	EA	17		17	-13	4	\$1,900.00	-\$24,700.00
	146	F&I Casting - Floating Manhole	EA	10		10	-3	7	\$2,100.00	-\$6,300.00
	147	Casting to Grade - Blvd	EA	8		8	-8	0	\$550.00	-\$4,400.00
	149	GV Box to Grade - w/Conc	EA	4		4	3	7	\$350.00	\$1,050.00
	150	GV Box to Grade - no Conc	EA	2		2	-2	0	\$350.00	-\$700.00
	151	Mill / Grind Conc Pvmnt	SY	17400		17400	-6539.5	10860.5	\$8.50	-\$55,585.75
	152	Mulching Type 1 Hydro	SY	2500		2500	-290	2210	\$1.00	-\$290.00
	153	Seeding Type C	SY	2500		2500	-290	2210	\$1.25	-\$362.50
	154	Obliterate Pavement Markings	SF	566.5		566.5	399	965.5	\$7.50	\$2,992.50
	155	F&I Grooved Plastic Film Message	SF	229		229	-149	80	\$57.00	-\$8,493.00
	156	F&I Grooved Plastic Film 8" Wide	LF	1056		1056	1039	2095	\$18.00	\$18,702.00

Section	Line No	Item Description	Unit	Orig Cont Qty	Prev C/O Qty	Prev Cont Qty	Curr C/O Qty	Tot Cont Qty	Unit Price (\$)	C/O Ext Price (\$)
Miscellaneous	157	F&I Grooved Contrast Film 7" Wide	LF	296		296	3005	3301	\$17.00	\$51,085.00
	158	Paint Epoxy Message	SF	319		319	-65	254	\$21.00	-\$1,365.00
	160	Relocate Sign Assembly	EA	2		2	1	3	\$140.00	\$140.00
	162	F&I Diamond Grade Cubed	SF	101		101	-65	36	\$28.00	-\$1,820.00
	164	F&I Flexible Delineator	EA	12		12	-2	10	\$90.00	-\$180.00
	165	Temp Fence - Safety	LF	1500		1500	-890	610	\$7.00	-\$6,230.00
	167	Temp Construction Entrance	EA	2		2	-2	0	\$3,000.00	-\$6,000.00
	168	Inlet Protection - New Inlet	EA	22		22	-10	12	\$250.00	-\$2,500.00
45th St S - Traffic Signals & Street Lighting	169	Inlet Protection - Existing Inlet	EA	71		71	-21	50	\$250.00	-\$5,250.00
	171	Construction Signing	SF	400		400	-164	236	\$21.00	-\$3,444.00
	172	Flagging	MHR	1351	0	4155	-3649	506	\$52.00	-\$189,748.00
	174	F&I Rock Mulch	Ton	40		40	-33	7	\$220.00	-\$7,260.00
								Miscellaneous Sub Total		-\$220,432.00
45th St S - CPR Sub Total	179	F&I Detection Preformed Loop	EA	16		16	4	20	\$5,200.00	\$20,800.00
	180	F&I Detection Sawed-In Loop	EA	39		39	-6	33	\$5,200.00	-\$31,200.00
	185	F&I Conduit 1.5" Dia	LF	150		150	-30	120	\$52.00	-\$1,560.00
	186	F&I Conduit 2" Dia	LF	100		100	-20	80	\$63.00	-\$1,260.00
	187	F&I Conduit 4" Dia	LF	100		100	-100	0	\$84.00	-\$8,400.00

Section	Line No	Item Description	Unit	Orig		Prev		Curr C/O		Tot		Unit Price (\$)	C/O Ext Price (\$)
				Cont Qty	Qty	Cont Qty	Qty	Qty	Qty	Cont Qty	Qty		
	192	Rem & Repl Pull Box Cover	EA	12		12		1		13		\$2,200.00	\$2,200.00
45th St S - Traffic Signals & Street Lighting Sub Total													-\$19,420.00

Summary

Source Of Funding

Net Amount Change Order # 4 (\$)

Previous Change Orders (\$)

Original Contract Amount (\$)

Total Contract Amount (\$)

State Funds (Prairie Dog) and Special Assessments

-\$955,952.47

\$43,067.59

\$10,696,257.57


\$9,783,372.69

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

APPROVED

For Contractor

Title


VP of Estimating

APPROVED DATE

Department Head

Mayor

Attest



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

9

Nature & Scope

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

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

Purpose

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

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

Special Assessment District

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

Feasibility

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

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

Storm Sewer	\$	2,990,720.00
Amount Federally Funded	\$	1,557,031.63
Amount Locally Funded	\$	1,433,688.37
Plus 4% Administration Fee:	\$	57,347.53
Plus 3% Legal Fee:	\$	43,010.65
Plus 4% Interest Fee:	\$	57,347.53
Plus 10% Contingency:	\$	143,368.84
Total Estimated Cost:	\$	1,734,762.93
Special Assessments - Capacity Expansion	\$	152,655.32
Special Assessments - Remaining Paving Cap	\$	762,487.24
Storm Utility	\$	819,620.37

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

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

Traffic Signals/Street Lights	\$	1,321,864.00
Amount Federally Funded	\$	755,907.02
Amount Locally Funded	\$	565,956.98
Plus 4% Administration Fee:	\$	22,638.28
Plus 3% Legal Fee:	\$	16,978.71
Plus 4% Interest Fee:	\$	22,638.28
Plus 10% Contingency:	\$	56,595.70
Total Estimated Cost:	\$	684,807.95
Special Assessments - Remaining Paving Cap	\$	300,996.36
Traffic Signal/Street Light Utility	\$	383,811.59

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	\$	500,000.00
Traffic Utility	\$	-
Storm Utility	\$	-
Waste Water Utility	\$	-
Water Utility	\$	-
Sales Tax	\$	400,000.00

Project Funding Summary

Federal	38.94%	\$	4,878,064.00
Special Assessments	37.56%	\$	4,705,417.81
Traffic Signal/Street Light Utility	3.06%	\$	383,811.59
Storm Utility	6.54%	\$	819,620.37
Waste Water Utility	6.11%	\$	766,038.74
Water Utility	4.59%	\$	575,171.52
Sales Tax	3.19%	\$	400,000.00
Total Estimated Project Cost		\$	12,528,124.02

We believe this project to be cost effective.




Tom Knakmuhs, P.E.
City Engineer

COVER SHEET
CITY OF FARGO PROJECTS

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

Exact, full name of improvement district as it will appear in the contract:

Lift Station Rehab/Reconstruction

10

Improvement

District No. NR-26-A

Call For Bids	<u>January 20</u>	, <u>2026</u>
Advertise Dates	<u>January 28 & February 4</u>	, <u>2026</u>
Bid Opening Date	<u>February 25</u>	, <u>2026</u>
Substantial Completion Date	<u>November 30</u>	, <u>2026</u>
Final Completion Date	<u>December 31</u>	, <u>2026</u>

<u>N/A</u>	PWPEC Report (Part of 2026 CIP)
<u>X</u>	Engineer's Report (Attach Copy)
<u>X</u>	Direct City Auditor to Advertise for Bids
<u>X</u>	Bid Quantities (Attach Copy for Auditor's Office Only)
<u>X</u>	Notice to Property Owners (Special Assessments)
<u>N/A</u>	Supplemental Funding Language Included

Project Engineer Michael Monson

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:

<u>X</u>	Create District (Attach Copy of Legal Description)
<u>X</u>	Order Plans & Specifications
<u>X</u>	Approve Plans & Specifications
<u>N/A</u>	Adopt Resolution of Necessity
<u>N/A</u>	Approve Escrow Agreement (Attach Copy for Commission Office Only)
<u>X</u>	Assessment Map (Attach Copy for Auditor's Office Only)

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

LIFT STATION 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. NR-26-A (Lift Station 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 NR-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. NR-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. NR-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. NR-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. NR-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, Angie Bear, the duly appointed, qualified and acting Deputy Auditor on behalf of the 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, January 20th, 2026.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the Seal of the City of Fargo, North Dakota, this 14th day of January, 2026.

Angie Bear
Deputy Auditor on behalf of City Auditor

(SEAL)



ENGINEER'S REPORT
LIFT STATION REHAB/RECONSTRUCTION IMPROVEMENT
DISTRICT NO. NR-26-A
STORM SEWER LIFT STATION REPAIRS #32, #51, AND #64

Nature & Scope

The Fargo Street Department identified several storm sewer lift stations that are in need of repair and safety upgrades. The lift stations on this project include #32, #51 & #64.

Purpose

The purpose of this project is to make necessary repairs to the lift stations including pump replacement, control panel replacement, adding safety features such as fall protection, replacing ladders, adding personal fall arrest systems, site lighting, and installing fiber optic communications for direct monitoring of lift station operation status.

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 \$925,200.00. The cost breakdown is as follows:

Base Bid 50% SA / 50% SSU

Construction Cost		\$609,000.00
Fees		

Admin	4%	\$24,360.00
Contingency	5%	\$30,450.00
Engineering	10%	\$60,900.00
Interest	4%	\$24,360.00
Legal	3%	\$18,270.00

Total Estimated Cost		\$767,340.00
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Funding

Special Assessments	50.00%	\$383,670.00
Utility Funds - Stormwater - 524	50.00%	\$383,670.00

Base Bid 100% SSU

Construction Cost		\$316,200.00
Fees		

Admin	4%	\$12,648.00
Contingency	5%	\$15,810.00
Engineering	10%	\$31,620.00
Interest	4%	\$12,648.00
Legal	3%	\$9,486.00

Total Estimated Cost		\$398,412.00
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Funding

Utility Funds - Stormwater - 524	100.00%	\$398,412.00
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Miscellaneous Costs

Outside Engineering		\$16,240.00
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Total Miscellaneous Costs		\$16,240.00
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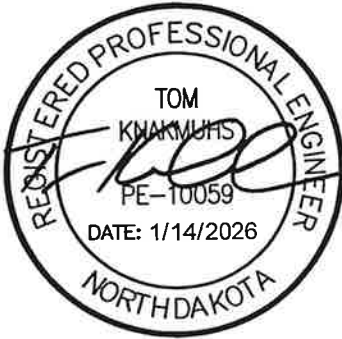
Funding

Special Assessments	33.33%	\$5,413.33
Utility Funds - Stormwater - 524	66.67%	\$10,826.67

Project Funding Summary

Special Assessments	32.92%	\$389,083.33
Utility Funds - Stormwater - 524	67.08%	\$792,908.67
Total Estimated Project Cost		\$1,181,992.00

We believe this project to be cost effective.



A large, stylized handwritten signature in black ink, which appears to read "T. Knakmuhs".

Thomas Knakmuhs, P.E.
City Engineer



**LOCATION AND COMPRISING
LIFT STATION REHAB/RECONSTRUCTION
IMPROVEMENT DISTRICT NO. NR-26-A
STORM SEWER LIFT STATION REPAIRS #32, #51, AND #64**

LOCATION:

Location (Site #1)

Storm Sewer Lift Station #32 is located along 45th Street North, at the northeast quadrant of 12th Avenue North and 45th Street North.

Location (Site #2)

Storm Sewer Lift Station #51 is located along 45th Street South, at the northeast quadrant of 9th Avenue South and 45th Street South.

COMPRISING:

Site #1

The area bounded by 45th Street North on the west; 7th Avenue North on the south; 40th Street North on the east; and 14th Avenue North on the north.

Site #2

The area bounded by 45th Street South on the west; 15th Avenue South on the south; 38th Street South on the east; and Main Avenue on the north.

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

**RESOLUTION DECLARING
LIFT STATION REHAB/RECONSTRUCTION
NECESSARY
IMPROVEMENT DISTRICT NO. NR-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 Lift Station Rehab/Reconstruction, Improvement District No. NR-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 Lift Station Rehab/Reconstruction improvement is to be paid from State and Local Funds, and approximately 32.91% 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 Lift Station 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, Angie Bear, the duly appointed, qualified and acting Deputy Auditor on behalf of the 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, January 20th, 2026.

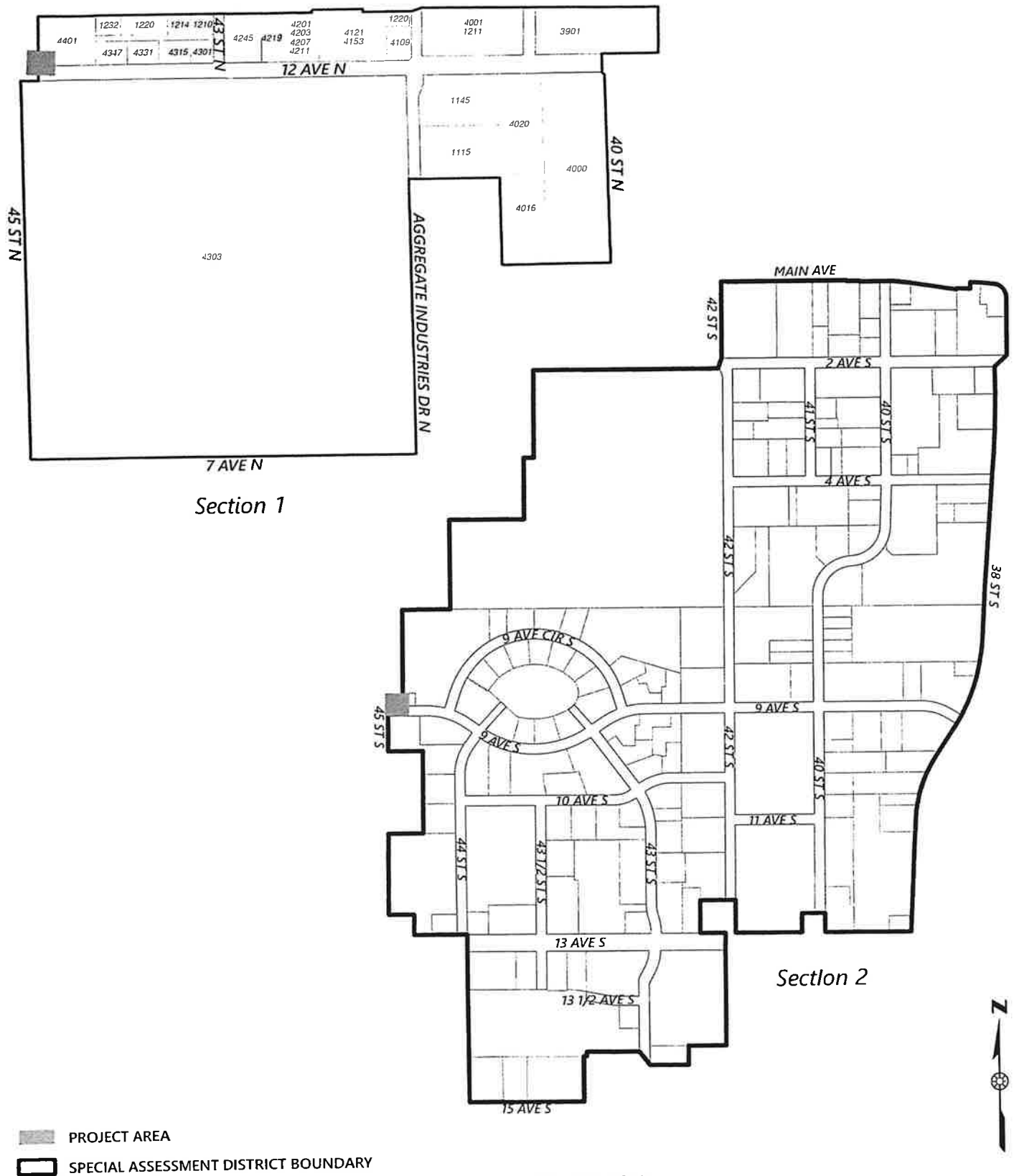
IN WITNESS WHEREOF, I have hereunto set my hand and affixed the Seal of the City of Fargo, North Dakota, this 20th day of January, 2026.

40-22-15
40-22-17

Angie Bear
Deputy Auditor on behalf of City Auditor

(SEAL)

(January 28 and February 4, 2026)



CITY OF FARGO
ENGINEERING DEPARTMENT
LOCATION & ASSESSMENT AREA
STORM SEWER LIFT STATION MODIFICATIONS & INCIDENTALS
IMPROVEMENT DISTRICT NO. NR-26-A



Engineering Department

225 4th Street North

Fargo, ND 58102

Phone: 701.241.1545 | Fax: 701.241.8101

Email: feng@FargoND.gov

www.FargoND.gov

January 14, 2026

13

Honorable Board of City
Commissioners
City of Fargo
Fargo, ND

Re: Project No. FM-15-J3

Dear Commissioners:

Bids were opened at 11:45 am on Wednesday, January 14, 2026, for Belmont Flood Risk Management Phase 3, Project No. FM-15-J3, located as follows: Along South River Road from the Red River water intake structure to 3rd Street South.

The bids were as follows:

Key Contracting Inc	\$2,860,757.40
LinnCo	\$2,869,820.99
Industrial Builders Inc	\$2,899,692.53
Sellin Bros, Inc	\$2,906,245.30
C3 Energy Partners	\$3,399,046.65
Park Construction Company	\$3,440,573.68
Earthwork Services, Inc	\$4,082,891.10

Engineers Estimate	\$2,777,560.30
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Private financial security is not needed.

No protests have been received.

This office recommends award of the contract to Key Contracting Inc. in the amount of \$2,860,757.40 as the lowest and best bid.

Sincerely,

Thomas Knakmuhs, P.E.

City Engineer



Engineer's Statement Of Cost
Project # FM-15-J3
Belmont Flood Risk Management Phase 3

Along South River Road from the Red River water intake structure
to 3rd Street South.

WHEREAS, bids have been opened and filed for the above described Improvement District for City of Fargo, North Dakota; and WHEREAS, an estimate of the cost of work is required by the engineer for the City of Fargo, North Dakota;

NOW THEREFORE Thomas Knakmuhs, do hereby certify as follows:

That I am the City Engineer for the City of Fargo, North Dakota;

That the following is detailed statement of the estimated cost of the job described as:

Belmont Flood Risk Management Phase 3 Project # FM-15-J3 of the City of Fargo, North Dakota.

Line	Description	Unit	Quantity	Unit Price (\$)	Amount (\$)
Miscellaneous					
1	Mobilization	LS	1.00	250,000.00	250,000.00
2	Traffic Control - Type 2	LS	1.00	3,500.00	3,500.00
3	Temp Fence - Safety	LF	550.00	6.00	3,300.00
4	Construction Inspection of Structures and Monitoring	LS	11.00	6,000.00	66,000.00
Miscellaneous Total					322,800.00
Removals					
5	Remove Pavement All Thicknesses All Types	SY	1,518.00	16.00	24,288.00
6	Remove Tree	EA	40.00	675.00	27,000.00
7	Clear & Grub	LS	1.00	3,000.00	3,000.00
8	Remove Driveway All Thicknesses All Types	SY	112.00	18.00	2,016.00
9	Remove Curb & Gutter	LF	314.00	20.00	6,280.00
10	Remove Sidewalk All Thicknesses All Types	SY	320.00	18.00	5,760.00
Removals Total					68,344.00
1502 South River Road					
11	Demolition	EA	1.00	12,000.00	12,000.00
12	Remove Foundation All Types	EA	1.00	16,500.00	16,500.00
13	Eliminate Sewer Service	EA	1.00	12,500.00	12,500.00
14	Eliminate Water Service	EA	1.00	9,500.00	9,500.00
15	Remove Landscaping	LS	1.00	3,000.00	3,000.00
16	Remove Driveway All Thicknesses All Types	SY	241.00	18.00	4,338.00
17	Fill - Contractor Supply	CY	950.00	22.00	20,900.00

Line	Description	Unit	Quantity	Unit Price (\$)	Amount (\$)
18	Site Access Protection	LS	1.00	1,000.00	1,000.00
19	Remove Curb & Gutter	LF	36.00	18.00	648.00
20	F&I Curb & Gutter Standard (Type II)	LF	36.00	100.00	3,600.00
21	Seeding Type B	SY	735.00	2.00	1,470.00
22	Mulching Type 1 Hydro	SY	735.00	2.00	1,470.00
23	Remove Pavement All Thicknesses All Types	SY	55.00	16.00	880.00
24	F&I Pavement 8" Thick Reinf Conc	SY	55.00	220.00	12,100.00
1502 South River Road Total					99,906.00
1514 South River Road					
25	Demolition	EA	1.00	8,000.00	8,000.00
26	Remove Foundation All Types	EA	1.00	10,000.00	10,000.00
27	Eliminate Sewer Service	EA	1.00	12,500.00	12,500.00
28	Eliminate Water Service	EA	1.00	9,500.00	9,500.00
29	Remove Landscaping	LS	1.00	2,000.00	2,000.00
30	Remove Driveway All Thicknesses All Types	SY	89.00	18.00	1,602.00
31	Fill - Contractor Supply	CY	600.00	22.00	13,200.00
32	Site Access Protection	LS	1.00	1,000.00	1,000.00
33	Remove Curb & Gutter	LF	18.00	18.00	324.00
34	F&I Curb & Gutter Standard (Type II)	LF	18.00	100.00	1,800.00
35	Seeding Type B	SY	355.00	2.00	710.00
36	Mulching Type 1 Hydro	SY	355.00	2.00	710.00
37	Remove Pavement All Thicknesses All Types	SY	45.00	16.00	720.00
38	F&I Pavement 8" Thick Reinf Conc	SY	45.00	220.00	9,900.00
1514 South River Road Total					71,966.00
Recycling Drop Site					
39	Remove Landscaping	LS	1.00	5,000.00	5,000.00
Recycling Drop Site Total					5,000.00
Sanitary Sewer					
40	Remove Pipe All Sizes All Types	LF	65.00	45.00	2,925.00
41	F&I Pipe SDR 26 - 6" Dia PVC	LF	65.00	180.00	11,700.00
42	F&I Valve 6" Dia	EA	2.00	5,500.00	11,000.00
43	GV Box to Grade - Blvd	EA	2.00	1,000.00	2,000.00
44	Connect Pipe to Exist Pipe	EA	2.00	2,500.00	5,000.00
Sanitary Sewer Total					32,625.00
Storm Sewer					

Line	Description	Unit	Quantity	Unit Price (\$)	Amount (\$)
45	F&I Pipe C900 DR 18 - 8" Dia PVC	LF	162.00	200.00	32,400.00
46	F&I Gate Valve 8" Dia	EA	2.00	6,500.00	13,000.00
47	GV Box to Grade - Blvd	EA	2.00	1,000.00	2,000.00
48	F&I Inlet - Round (RDI) Reinf Conc	EA	2.00	5,500.00	11,000.00
49	Casting to Grade - Blvd	EA	2.00	1,000.00	2,000.00
Storm Sewer Total					60,400.00
Water Main					
50	Remove Pipe All Sizes All Types	LF	76.00	45.00	3,420.00
51	F&I Pipe 1" Dia Water Service	LF	76.00	120.00	9,120.00
52	F&I CS & Box 1" Dia	EA	2.00	2,200.00	4,400.00
53	Curb Stop Box to Grade	EA	2.00	500.00	1,000.00
54	F&I Casting Water Service	EA	2.00	1,800.00	3,600.00
Water Main Total					21,540.00
Flood Mitigation					
55	F&I Controlled Density Fill	CY	5.00	550.00	2,750.00
56	Inspection Trench	CY	8,886.00	8.50	75,531.00
57	F&I Floodwall Reinf Bars - Steel	LB	40,000.00	2.20	88,000.00
58	F&I Floodwall Reinf Bars - Epoxy Coated Steel	LB	30,000.00	2.60	78,000.00
59	F&I Floodwall - Structural Conc	CY	535.00	1,800.00	963,000.00
60	F&I Floodwall - Removable	SF	260.00	500.00	130,000.00
61	F&I Sheet Piling - Steel	SF	440.00	200.00	88,000.00
62	Fill - Haul	CY	1,000.00	8.00	8,000.00
63	Topsoil - Strip	CY	5,352.00	4.50	24,084.00
64	Topsoil - Spread	CY	5,352.00	4.50	24,084.00
65	Embankment	CY	17,642.00	9.00	158,778.00
66	Excavation	CY	17,642.00	8.00	141,136.00
67	Fill - Import	CY	4,217.00	15.50	65,363.50
Flood Mitigation Total					1,846,726.50
Paving					
68	Subgrade Preparation	SY	354.00	6.50	2,301.00
69	Subcut	CY	118.00	5.50	649.00
70	F&I Woven Geotextile	SY	354.00	2.75	973.50
71	F&I Class 5 Agg - 8" Thick	SY	354.00	18.00	6,372.00
72	F&I Asphalt Pavement FAA 43 w/ PG58H-34	Ton	118.00	195.00	23,010.00
73	F&I Pavement 8" Thick Reinf Conc	SY	53.00	220.00	11,660.00

Line	Description	Unit	Quantity	Unit Price (\$)	Amount (\$)
74	F&I Curb & Gutter Mountable (Type I)	LF	46.00	100.00	4,600.00
75	F&I Curb & Gutter Standard (Type II)	LF	150.00	100.00	15,000.00
76	F&I Edge Drain 4" Dia PVC	LF	196.00	11.25	2,205.00
77	F&I Sidewalk 4" Thick Reinf Conc	SY	570.00	120.00	68,400.00
78	F&I Driveway 6" Thick Reinf Conc	SY	85.00	140.00	11,900.00
79	F&I Det Wam Panels Cast Iron	SF	105.00	75.00	7,875.00
Paving Total					154,945.50
Erosion Control					
80	Sediment Control Log 6" to 8" Dia	LF	2,018.00	3.00	6,054.00
81	Inlet Protection - Existing Inlet	EA	19.00	330.00	6,270.00
82	Inlet Protection - New Inlet	EA	2.00	330.00	660.00
83	Stormwater Management	LS	1.00	7,500.00	7,500.00
84	Temp Construction Entrance	EA	3.00	3,500.00	10,500.00
85	Concrete Washout Area	EA	2.00	1,500.00	3,000.00
86	Silt Fence - Heavy Duty	LF	2,749.00	4.00	10,996.00
87	F&I Erosion Control Blanket Type 3	SY	9,180.00	3.00	27,540.00
Erosion Control Total					72,520.00
Landscaping					
88	F&I Decid Tree 1" Dia	EA	80.00	600.00	48,000.00
89	Seeding Type B	SY	16,466.00	2.00	32,932.00
90	Mulching Type 1 Hydro	SY	16,466.00	1.00	16,466.00
91	Overseeding	SY	16,466.00	0.30	4,939.80
92	Weed Control Type B	SY	16,466.00	0.10	1,646.60
Landscaping Total					103,984.40
Total Construction in \$					2,860,757.40
Contingency 10.00%					286,075.74
Misc. Costs					2,000,000.00
Total Estimated Costs					5,146,833.14
Sales Tax Funds - Flood Control - 460					5,146,833.14
Unfunded Costs					0.00

IN WITNESS THEREOF, I have hereunto set my hand and seal



A large, stylized handwritten signature in black ink, appearing to read "T. Knakmuhs".

Thomas Knakmuhs, P.E.
City Engineer

14

To: Board of City Commissioners

From: Beth Wiegman, Assistant Director of Human Resources

Re: Cooperative Personnel Services (CPS HR Consulting) Agreement Extension

Date: January 8, 2026

Human Resources respectfully requests approval to extend the agreement with CPS HR Consulting. The original agreement was approved by the Board of City Commissioners at its May 12, 2025 meeting. The proposed contract extension would allow the City to continue utilizing per-diem consulting services from Cooperative Personnel Services (dba CPS HR Consulting) to support the City of Fargo's employee engagement initiative. Services under the extension may include, but are not limited to, departmental employee engagement results informational sessions as requested, a train-the-trainer session to support action-planning facilitation, and additional department-specific action planning and follow-up services as determined necessary by City Administration, department leadership, and Human Resources. The agreement extension has been reviewed by the City Attorney. The original agreement is included for the Board's reference.

RECOMMENDED MOTION: Approve the extension of the agreement with CPS HR Consulting to provide per diem consulting services, including follow-up action planning and related support services, following completion of the City of Fargo's employee engagement survey.



First Amendment to Consulting Service Agreement

City of Fargo
Employee Engagement Services
Term Extend and Project Manager Update

THIS FIRST AMENDMENT (this "Amendment") is made by and between Cooperative Personnel Services dba **CPS HR Consulting**, ("CPS HR") located at 2450 Del Paso Road, Ste 220, Sacramento, California, 95834 and the **City of Fargo** ("Client") with offices at 225 4th Street N., Fargo, ND, 58102.

Whereas, CPS HR and Client have entered into the Agreement (as defined below); and

Whereas, CPS HR and Client desire to modify the Agreement on the terms and conditions set forth herein;

Now, therefore, CPS HR and Client agree as follows:

1. **Definitions:** The following definitions shall apply to this Amendment:
 - (a) **Agreement.** The term "Agreement" shall mean the Agreement dated **May 1, 2025** by and between CPS HR and Client.
 - (b) **Other Terms.** Terms used and not defined in this Amendment shall have the meanings assigned to such terms in the Agreement.
2. **Modifications to the Agreement.** The Agreement is hereby modified to extend the term by 3 months as follows:
 - (a) **Page 1, Section E, Part 1.**
 1. TERM: The term of this Agreement is from May 1, 2025 through March 31, 2026.
 - (b) **Page 4, Section 3.**
 3. CPS HR PROJECT MANAGER: Vicki Quintero Brashear vbrashear@cpshr.us
3. **Effective Date.** Each of the modifications set forth in Section 2 shall be effective on and after December 17, 2025.
4. **Legal Effect.** Except as expressly modified by this Amendment, all of the terms and conditions of the Agreement shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, CPS HR and CLIENT have executed this Amendment as of the date below.

**Cooperative Personnel Services dba
CPS HR Consulting**

City of Fargo

By: _____
Authorized Signature

By: _____
Authorized Signature

Name: _____

Name: _____

Title: _____

Title: _____



CONSULTING SERVICES AGREEMENT

City of Fargo

Employee Engagement Services

This Consulting Services Agreement (Agreement) is by and between Cooperative Personnel Services, dba CPS HR Consulting, a California Joint Powers Authority (CPS HR) and the Agency named in the signature block at the end of this Agreement (Agency, hereafter referred to as Client), and is effective as of May 1, 2025 or upon Client approval (Effective Date). CPS HR and the Client shall be collectively referred to herein as the "Parties" and individually as a "Party."

- A. **Purpose.** This Agreement defines CPS HR consulting services, policies and procedures.
- B. **Services.** CPS HR will provide certain consulting services (Services) to Client as set forth in the Statements of Work (attached hereto as Exhibit ("A")). CPS HR shall perform only the Services requested by Client, at the times, dates, and locations specified by Client.
- C. **Compensation.**
 - 1. **Payment.** Client will compensate CPS HR for Services by paying certain fees as set forth in the Statement of Work. Client will reimburse CPS HR for business expenses as set forth in the Statement of Work. Client will pay all invoices within thirty (30) days from receipt of invoice.
 - 2. **Funding.** Client certifies that funding for compensation payable to CPS HR under this Agreement has been approved by Client's governing body, either as a part of the general operating budget or as a specific item. Client further certifies that it anticipates sufficient cash will be available for payment of compensation as required above.
 - 3. **Late Payment.** Any invoices not paid within thirty (30) days may incur a service charge of the lesser of one and one half percent (1 1/2%) or the maximum allowable by law per month on any outstanding overdue balances. In addition, reasonable collection costs may be added to any invoice not paid within ninety (90) days.
- D. **Taxes.** Except as expressly stated in the Statement of Work, the fees listed therein are in addition to, and not in lieu of, any additional fees, assessments, levies, taxes, etc.

assessed against the transactions contemplated herein (Taxes). With the exception of Taxes imposed on CPS HR's net income, all Taxes shall be Client's responsibility. Client shall pay any Taxes, which CPS HR may be required to collect and remit, upon invoice.

E. Term and Termination of Agreement.

- 1. **Term.** The term of this Agreement is from the Effective Date through December 31, 2025.
- 2. **Immediate Termination upon Material Breach.** Either Party may terminate this Agreement immediately upon any material breach by the other Party.
- 3. **Termination without Cause.** Either Party may terminate the Agreement without cause upon thirty (30) days written notice to the other Party.
- 4. **Payment on Termination.** Upon termination without cause, Client shall pay CPS HR for all work performed through the effective date of termination. For termination upon material breach, Client shall pay CPS HR for all work performed which is in compliance with the terms of the Statement of Work.

F. Limited Warranty.

- 1. **Warranty.** CPS HR represents and warrants that: (i) it has the authority to enter into this Agreement; (ii) it will comply with applicable law; and (iii) it will provide Services in a workmanlike manner consistent with industry standards.
- 2. **Warranty Disclaimer.** EXCEPT AS EXPRESSLY SET FORTH HEREIN, CPS HR EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, ORAL OR WRITTEN, WITH RESPECT TO THE SERVICES AND THE WORK PRODUCT INCLUDING, WITHOUT LIMITATION, ALL IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE OR IN RESPECT OF ANY THIRD-PARTY PRODUCTS OR SERVICES AND ALL

WARRANTIES IMPLIED FROM ANY COURSE OF DEALING AND NO REPRESENTATIVE OF CPS HR IS AUTHORIZED TO GIVE ANY ADDITIONAL WARRANTY.

G. Work Product.

1. Ownership. Upon CPS HR's receipt of fees due under the Agreement, all studies, reports, documents and other writings prepared by CPS HR and its subcontractors, produced as a result of CPS HR's work, or delivered by CPS HR to Client in the course of performing services (collectively, "Work Product") shall become the property of Client and Client shall have the right to use the materials without further compensation to CPS HR or its subcontractors.

2. Retention of Rights. Notwithstanding Client's ownership of the Work Product, Client acknowledges and agrees that: (i) CPS HR has the right to re-use any of its know-how, ideas, concepts, methods, processes, or similar information, however characterized, whether in tangible or intangible form, and whether used by CPS HR in the performance of Services or not, at any time and without limitation, and (ii) CPS HR retains ownership of any and all of its intellectual property rights that existed prior to the Effective Date including, but not limited to, all methods, concepts, designs, reports, programs, and templates as well as all training materials, testing or assessment products, exams, survey content, and copyrightable works.

H. Release of Information to Third Parties. Each Party understands that information provided to government entities may be subject to disclosure under a public records or freedom of information act. Each Party agrees to comply with North Dakota Cent. Code Ch. 44-04, when applicable. Each Party hereto (each, a Recipient) shall protect and keep confidential all non-public information disclosed to Recipient by the other Party (each, a Discloser) and identified as confidential by Discloser, and shall not, except as may be authorized by Discloser in writing, use any such Confidential Information during and after the term of this Agreement. If CPS HR or Client receives a request for disclosure of Confidential Materials, such as a subpoena or a public records or freedom of information request, that Party shall immediately notify the other Party of the request. Upon request, Client or CPS HR shall maintain the confidentiality of the Confidential Materials pending the grant or denial of a protective order or the decision of a court or administrative body as to whether

the requested materials must be disclosed under the applicable public records statute. Client and CPS HR shall cooperate with each other in seeking any relief necessary to maintain the confidentiality of the Confidential Materials. Each Party shall defend, indemnify and hold the other harmless from any claim or administrative appeal, including costs, expenses, and any attorney fees, related to that Party pursuing protection of the Confidential Materials from disclosure.

I. Indemnification. CPS HR agrees to indemnify, defend, and hold Client, its agents, officers, employees and volunteers harmless from and against loss or damage (including reasonable attorney's fees) arising from or related to a claim of bodily injury or property damage resulting from CPS HR's misconduct or negligent performance of this Agreement; provided that, Client notifies CPS HR in a commercially reasonable time, in writing of any such claim and gives CPS HR (at CPS HR's expense) sole control of the defense of same and all negotiations for its settlement or compromise. CPS HR's liability to indemnify Client shall be reduced to the extent that such loss or damage was caused or contributed to by the act, omission, direction or negligence of Client, its agents, officers, employees and volunteers over which CPS HR does not have direct control.

J. Limitation of Liability. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, NEITHER PARTY HERETO SHALL HAVE ANY LIABILITY OR RESPONSIBILITY FOR ANY INDIRECT, INCIDENTAL, EXEMPLARY, SPECIAL OR CONSEQUENTIAL DAMAGES (INCLUDING, BUT NOT LIMITED TO, DAMAGES ARISING FROM LOSS OF PROFITS OR DATA), EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

K. Miscellaneous.

1. Notices. Any notice to the parties required or permitted under this Agreement shall be given in writing and shall be sent to the persons listed in the Statement of Work.

2. Dispute Resolution; Remedies.

(a) In the event of a dispute, the parties may agree to pursue mediation or either binding or nonbinding arbitration to resolve their dispute, under such rules as the parties may agree.

(b) Nothing prevents either CPS HR or Client, in the event either determines it appropriate to file a judicial action..

3. Attorneys Fees. Section Intentionally Deleted.

4. Governing Law. This Agreement will be governed by the laws of the State of North Dakota without regard to its rules concerning conflict of laws. Any action shall be venued in Cass County, North Dakota.

5. Force Majeure. Neither Party shall be liable for delays caused by fire, accident, labor dispute, war, insurrection, riot, act of government, superior force, or any other cause reasonably beyond its control.

6. Waiver. The failure of any Party at any time or times to require performance of any provision of this Agreement shall in no manner affect its right to enforce that provision at a later time. Nor shall the waiver by either Party of a breach of any provision of this Agreement be taken or held to be a waiver of the provision itself. No waiver shall be enforceable unless made in writing and signed by the Party granting the waiver.

7. Entire Agreement; Modifications. This Agreement constitutes the entire agreement between the parties regarding the subject matter hereof and supersedes all other

agreements, representations and warranties. All modifications and supplements to this Agreement must be in writing and signed by both parties.

8. Counterparts; Facsimile Signature; Electronic Signature. This Agreement may be executed in any number of counterparts. If this Agreement or any counterpart is signed and then faxed or e-mailed by PDF or otherwise, the faxed or e-mailed copy bearing the signature shall be as good as the original, wet-ink signed copy for all intents and purposes.

9. Authority to Sign. The person signing this Agreement on behalf of the Client (the Principal Signer) represents that he or she is the head of the agency or is otherwise duly authorized to sign this Agreement and to bind the Client.

10. Ambiguities. As this Agreement has been voluntarily and freely negotiated by both parties, the rule that ambiguous contractual provisions are construed against the drafter of the provision shall be inapplicable to this Agreement.

**Cooperative Personnel Services dba
CPS HR Consulting**
2450 Del Paso Rd, Ste 220, Sacramento, CA 95834

By: Sandy MacDonald-Hopp
Authorized Signature

Name: Sandy MacDonald-Hopp

Title: Chief Financial Officer

Date: May 21, 2025

**City of Fargo, a North Dakota municipal
corporation**
225 4th Street N., Fargo, ND, 58102

By: [Signature]
Authorized Signature

Name: The Maroney

Title: Mayor

Date: 6/30/25

Attestation:

By: [Signature]
Steve Sprague, City Auditor

Date: 6/30/25

**Exhibit A
Statement of Work**

All changes to this SOW must be mutually agreed to and executed in writing by duly authorized representatives of both parties as an amendment to this SOW. Capitalized terms used herein shall have the meanings ascribed to them in the Agreement.

1. **SERVICES:** CPS HR shall provide the City of Fargo with Employee Engagement Services as detailed in the CPS HR proposal dated March 28, 2025 and included herein as Attachment 1 to Exhibit A.

2. **CLIENT RESPONSIBILITIES:**

a. Client must timely perform all those Client roles and responsibilities set forth in this SOW. Successful completion of this project within the time specified depends largely upon an effective working relationship between Client and CPS HR project staff. For this reason, CPS HR requests that Client designate an individual to coordinate communication, meetings, interview schedules, and review of products with the project team. Client's Project Representative will be responsible for the following activities:

b. Any work products developed during the activities described above will be submitted to Client's Project Representative for review, comment and/or approval. This is a critical step to ensure accurate, reliable, and valid products.

3. **CPS HR PROJECT MANAGER:** Janelle Callahan jcallahan@cpsshr.us

4. **CLIENT PROJECT MANAGER:** Bethany Wiegman bwiegman@fargond.gov

5. **SERVICE FEES:**

a. For Services provided to Client by CPS HR hereunder are priced on a FIXED PRICE basis. All amounts are based upon the following assumptions. Any deviations from the following assumptions may result in an increase in the Fees: (i) Client will timely perform its responsibilities as set forth in this SOW; and (ii) Services will normally be performed during normal business hours, Monday through Friday, 8:00 a.m. to 5:00 p.m., excluding CPS HR holidays ("Normal Business Hours").

For Services provided to Client by CPS HR hereunder are priced on a TIME AND MATERIALS basis. Any estimates provided by CPS HR to Client, whether written herein or given orally, shall not be binding on CPS HR or convert this SOW into a fixed price engagement with respect to such Services. Any such estimates are for informational purposes only, and the actual fees payable by Client may be higher or lower than such estimates

b. Standard Services. CPS HR will invoice Client at the fixed fee rate \$15,860 billed in two equal installments for the Standard Services as detailed in Attachment 1 to Exhibit A.

c. Optional Services. CPS HR will invoice Client on a monthly basis at the rates listed in Attachment 1 to Exhibit A for the optional services as requested by the Client.

d. Payment. Client will pay CPS HR within thirty (30) days following receipt of invoice.

6. In the event the project is terminated early, CPS HR will be paid such amount as is due for professional services performed and out-of-pocket expenses incurred up to and including the effective date of termination.

7. This SOW covers work requested and performed prior to the commencement of this SOW.



PROPOSAL

City of Fargo

Employee Engagement Services

3/28/2025

Submitted by:

Vicki Quintero Brashear

Chief of Client Services

CPS HR Consulting, 2450 Del Paso Road, Suite 220, Sacramento, CA 95834

P: 916-471-3481, vbrashear@cpsshr.us

Tax ID: 68-0067209

www.cpsshr.us

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March 28, 2025

Bethany Wiegman
Assistant Director of Human Resources
City of Fargo | Human Resources
Office: 701.476.4175

Submitted by email to: BWiegman@FargoND.gov

Dear Ms. Wiegman:

CPS HR Consulting is pleased to submit this proposal to the City of Fargo to provide this initial proposal for employee engagement services. A final proposal will be submitted with any options or services you select. CPS HR is a self-supporting government agency (joint powers authority) that specializes in addressing the unique challenges faced by other government agencies. We understand the context and environment of government and have been a trusted advisor to our public-sector clients for over 39 years.

The Institute for Public Sector Employee Engagement™, a division of CPS HR, has worked with hundreds of government agencies to design, administer, analyze the results of – and take action on – employee surveys. We recognize the importance of supporting the City's vision, mission, values and strategic planning. Our process creates actionable data to attract and retain talent and to enhance your ability to deliver consistently high-quality services to your community.

Contact Information	
Project Lead	Janelle Callahan, Principal Consultant, (916) 471-3381 or jcallahan@cpshr.us
Authorized Contract Representative	Vicki Quintero Brashear, Director of Products and Services (916) 471-3481; vbrashear@cpshr.us
Contracts	Dimple Patel, Contracts Manager, (916) 471-3363, dpatel@cpshr.us

CPS HR offers:

A singular focus on the public sector, including an understanding of how to drive change in the unique environment of government;

- Team members with deep expertise in employee engagement;
- A proven model for measuring engagement and acting on the results;
- Engagement questions specifically designed for government;
- A customized survey to meet the needs of the City;
- National benchmark data from our survey of public- and private-sector employees; and
- A range of other services beyond the those covered in this proposal, including DEI services, classification/compensation studies, training, workload assessments, and more.

In the following pages, we have outlined our general approaches and methodologies in our service areas and provided pricing. CPS HR is flexible with the proposed work plan which may in turn change the proposed scope and costs contained herein. Should you have questions about this proposal, please contact Janelle Callahan.

Sincerely,



Vicki Quintero Brashear, Chief of Client Services, CPS HR Consulting

About CPS HR Consulting

ORGANIZATION IDENTIFICATION INFORMATION	
Legal Name and DBA	Cooperative Personnel Services dba CPS HR Consulting
Headquarters	Location: 2450 Del Paso Road, Suite 220, Sacramento, CA 95834 Mailing: 2450 Del Paso Road, Suite 160, Sacramento, CA 95834
Main Phone	(800) 822-4277
Regional Offices	20211 Guadalupe Street, Suite 260, Austin, TX 78705 9233 Park Meadows Dr #139, Lone Tree, CO 80124 1968 S. Coast Hwy # 961, Laguna Beach, CA 92651
Years in Business	39 years; established in 1985
# of FTEs	110
Type of Organization	Joint Powers Authority
Website	www.cpshr.us

CPS HR Consulting has been assisting organizations with their talent management needs since 1985 and is well-positioned and committed to meet your request to deliver these services to support your long-term objectives on matters pertaining to employee engagement. CPS HR's core competency is its knowledge of and expertise in the public sector. As a public agency, we understand the challenges and issues facing our client base. As a self-supporting public agency, we also understand the need for innovative yet practical solutions. CPS HR can provide expertise that is unique because we share with our clients a common perspective. Few competitors in the industry can make this claim.

CPS HR offers clients a comprehensive range of competitively priced services, all of which can be customized to meet your organization's specific needs. We are committed to supporting and developing strategic organizational leadership and human resource management in the public sector. With more than 110 full-time employees as well as 200+ project consultants and technical experts nationwide, CPS HR delivers breakthrough solutions that help public sector organizations impact the communities they serve. CPS HR has worked with more than 2,700 government and public/non-profit clients throughout the United States and Canada in recent years.

Some of the ways we will meet and exceed the City requirements are:

- CPS HR has been and is regularly and continuously engaged in the business of providing organizational assessment and development services since 1985.
- CPS HR has a broad and diverse experience base working with persons of various educational, generational, and multicultural backgrounds.

- As a public agency ourselves, we understand the organizational challenges that cities and counties face. Our experience is focused on serving the HR/organizational needs of public sector clients.

Core Services

CPS HR believes in an integrated, systems-based approach to talent management and provides consulting in all the key areas listed below.



CORE SERVICES

Comprehensive HR solutions for advanced organizational performance.



TALENT MANAGEMENT

- Classification & Compensation
- HR Consultation / Outsourcing
- HR Membership Subscription
- Recruitment Solutions
- Organizational Assessment
- Succession Planning



TESTING & SELECTION

- Assessment Center Services
- Employment Testing/Test Rental
- Job Analysis
- Selection Tools Development
- Test Administration



HR COMPLIANCE

- Audits
- Policies & Procedures
- Complaint Investigation



ORGANIZATIONAL CULTURE

- Diversity Equity Inclusion (DEI)
- Employee Engagement



LEARNING & DEVELOPMENT

- Training
- Executive Coaching
- Performance Management
- 360° Feedback



LICENSING & CERTIFICATION

- Accreditation
- Applicant/Candidate Management
- Credential Program Management
- Testing Services

Joint Powers Authority

Cooperative Personnel Services, doing business as CPS HR Consulting, is a national firm and is a governmental Joint Powers Authority (JPA) of the State of California. A JPA is a public agency created pursuant to the Joint Exercise of Powers Act (Government Code 6500 et seq). This Act allows two or more government agencies to establish a new public entity authorized to exercise those powers jointly held. A JPA is an instrumentality of a state or a political subdivision of a state and is not a registered corporation of any state. Cooperative Personnel Services was established under a "Joint Powers Agreement" by the State Personnel Board of the State of California, the counties of Sacramento and Sonoma, the Hayward Unified School District, the City of Anaheim, and the East Bay Municipal Utility District, and its purpose is to provide the opportunity for the joint powers "to discuss, study and solve common or similar problems with respect to modern human resource and related management processes."

*Proposal to the City of Fargo
Employee Engagement Services*

Our Chief Executive Officer (CEO) reports to a Board of Directors representing diverse public sector agencies across the nation. The Board members are listed below.



BOARD OF DIRECTORS

Our board members represent a diverse group of public agencies and provides leadership, stewardship and guidance in helping CPS HR to achieve its mission and goals.



Linda Andai
HR Director,
City of Anaheim (CA)



Fernando Yañez
Exec Director of Classified HR, Hayward
Unified School District (CA)



Vincent Zamora
HR Director,
City of Las Vegas (NV)



Joanette Freeman
Deputy HR Director
County of Mecklenburg (NC)



Wade Childress
Chief HR Officer
Pinellas County (FL)



LaShon Ross
Deputy City Manager,
City of Plano (TX)



Joseph Hsieh
Personnel Services Manager,
County of Sacramento (CA)

The Institute for Public Sector Employee Engagement

CPS HR launched the Institute for Public Sector Employee Engagement in January 2017. The Institute is devoted to helping public-sector organizations measure and improve employee engagement. The Institute also conducts research to advance the state of knowledge on employee engagement. Over the years, the Institute has refined its approach and methodology by conducting hundreds of surveys and employee engagement related projects for government clients.

Project Team

The project team members will include Project Lead Janelle Callahan or Jose Gonzalez, and Senior Project Consultants Judy England Joseph, Belva Martin, or Lisa Bishop. If necessary, we will also assign additional consulting and administrative support staff.

Roles and Responsibilities

Project Lead	Main point of contact. Expert on survey content, process, analysis and results reporting.
Senior Project Consultant	Provides specialized support for leaders to aid in organizational improvement.
Director of Products and Services	Available to connect you with other services offered by CPS HR beyond the scope of the employee engagement initiative.

Project Leads

Janelle Callahan has her M.A. in Human Services Psychology and helped start the Institute for Public Sector Employee Engagement in 2017. Prior to joining CPS HR, she worked for the Partnership for Public Service, where she led the *Best Places to Work in the Federal Government* research. She also worked for the newspaper Education Week, and the Institute for Learning Innovation, and has **20 years** of experience conducting research and working with leaders to support the effectiveness of public institutions. Janelle is a Certified Human Capital Strategist and has published several articles on employee engagement. She is involved in local government and also served as a Planning Commissioner for the city of Shoreline, Washington. She currently lives in Deerfield, Massachusetts.

Jose Gonzalez is a dedicated public servant with over **seven years** of public service. Jose has a M.P.A. with a specialization in Employee-Employer Relations from California State University, Long Beach and holds a SHRM-CP designation from the Society of Human Resource Management. Before joining CPS HR, Jose held several human resource positions in both municipal government and school districts where he performed recruitment, selections, and employee-employer relations, interpreted collective bargaining agreements, performed reasonable accommodations and managed leaves, and led various projects in employee engagement and employee training. Jose currently resides in San Diego, California.

Senior Project Consultants

Judy England Joseph has more than **40 years** of public-sector experience managing human resources, conducting organizational studies, leading projects, implementing change and training leaders. Judy served as a Senior Executive in the U.S. Government Accountability Office (GAO) and was the Director of Housing and Community Development Issues. As Director of Research for the Partnership for Public Service, her portfolio included the Best Places to Work in the Federal Government rankings. Since 2017, Judy has worked with CPS HR's Institute clients providing training, coaching, and consulting services. Judy is based in the Washington, D.C. area.

Belva Martin has more than **40 years** of experience helping government organizations recruit, develop, and retain talent. Belva served as a Senior Executive and Director in the U.S. Government Accountability Office (GAO), and her portfolio included Human Capital Management, EEO, and Diversity issues. Belva is an International Coaching Federation certified coach and worked with over 75 executives and managers at The Brookings Institute Executive Education program. She has delivered over 200 hours in training to federal leaders and managers on topics such as building high-performing teams and resilience. Belva is based in the Washington, D.C. area.

Lisa Bishop has an MBA in Management and is an executive coach and trainer with CPS HR, with more than a **decade** of experience in non-profit, small business and corporate talent management, and expert in assessment, employee engagement, executive coaching, leadership development, change management, emotional intelligence, eLearning, training and facilitation. She has worked with numerous public sector and nonprofit clients of CPS HR since 2018, and previously she was an employee engagement consultant to Kaiser Permanente leadership on its Best Place to Work initiative. In addition, she is a Member of the International Coaching Federation (ICF), an Associate Certified Coach (ICF ACC), and a Certified Organizational Development Coach (ICF ACSTH). Lisa is based in the San Francisco Bay Area.

Additional Client Support

As a full-service HR consulting firm, we offer many other products and services. If you are in need of additional support, our Products and Services Director can assist you.

Vicki Quintero Brashear, Director of Products and Services, has almost **20 years** of human resources program experience which includes emphasis in the area of employment testing. Other areas of expertise with public agency clients include job analysis, standard setting, Subject Matter Expert panel facilitation, and test development and large-scale test administration. She is responsible for leading the Consulting Services Division as well as CPS HR's product development efforts.

We can provide more detailed résumés separately if requested.

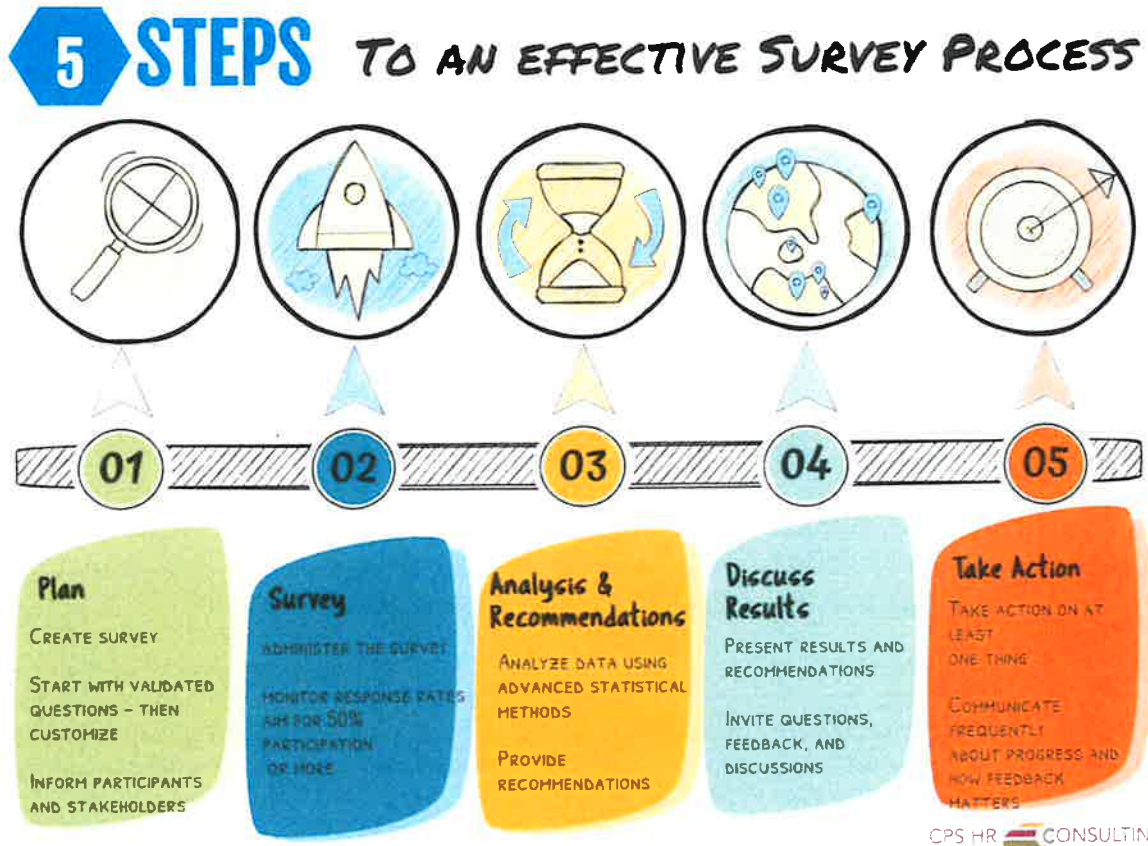
Project Understanding

CPS HR understands that the City wants to survey its approximately 1,050 employees and is expecting services that incorporate leading employee engagement practices.

The City would like information on both the CPS HR Institute's standard survey services, as well as pulse surveys and optional services. Our understanding is that all City employees will be encouraged to participate, and will be able to complete the survey online, either through their computers, or smart phones.

Methodology/Approach

The CPS HR Institute for Public Sector Employee Engagement will adapt our employee engagement model, shown below, to meet the City's specific needs and requirements.



We believe employee engagement can – and should – be measured. Government organizations should survey their employees to measure engagement levels, and to understand what drives engagement. Surveying employees is only the start, however. The real payoff is identifying and taking action to improve engagement. While there is no one-size-fits-all solution to building a high level of engagement, the CPS HR Institute for Public Sector Employee Engagement™ will leverage decades of research, experience, and insights to help guide the City on a path to improved engagement, as outlined in the model and description below.

Also, as described below, we will not simply apply our model as an off-the-shelf tool. Instead, we will adapt our approach to meet your specific needs and requirements, including offering a comprehensive survey question bank as the starting point for your survey. **Please note** that content is assumed to be an engagement survey with all participants receiving the same questions. This proposal does not include different questions for different groups of employees (e.g., branching/customized logic for internal customer satisfaction, or 360 assessments).

In each section below, we describe how we will deliver all required services. Because this will be a highly collaborative effort, we also identify what we propose the City's role will be in each phase.

1. Plan

After we have a solid understanding of the City's goals and critical issues, we will work with you to finalize the survey instrument and administration process. Our starting point will be the CPS HR Institute for Public Sector Employee Engagement Survey, carefully constructed questions to measure engagement specifically in the unique environment of the public sector. We developed the standard survey questions based on national public sector surveys (U.S., U.K., Canada, Australia) and decades of research on employee engagement. The question selection process included several rounds of polling with a national sample of U.S. government and private sector employees, followed by factor analyses, reliability testing, and validity assessments. We can also help develop questions of interest to the City. We will work with you to customize the survey to meet your needs.

Below, as an illustration, are the questions in our survey that comprise our engagement index. We focus on the employee's connection with the organization. We will work with the City to finalize the survey, including the demographic questions you decide to include.

Employee Engagement Index (five-point response scale: "strongly disagree" to "strongly agree")

- I would recommend my organization as a good place to work
- I am proud when I tell others I am part of my organization
- I feel a strong personal attachment to my organization
- My organization inspires me to do the best in my job
- I feel comfortable being myself at work
- My organization motivates me to help achieve its mission.

Optional: We will also develop and include up to three open-ended questions.

We also provide a range of benchmarks, including from our online national survey of the U.S. workforce that represents a wide range of industries/occupations and geographic locations. This dataset, available exclusively to our clients, will allow the City to compare its survey results (overall levels of engagement and question-by-question results) to the public sector as a whole; as well as to local government employees, the state and federal government workforces, and private-sector employees. Unlike many other engagement survey providers, we do not use our client data for benchmarks, and instead provide these high-quality benchmarks from our national poll.

In addition to our national benchmarks, we will create benchmarks specifically for the City. We provide an easy-to-use reporting tool for exploring your own trends for any surveys conducted by CPS HR, including engagement, DEI, and pulse surveys. **Please note:** that this proposal does not include re-analysis of past results or inclusion of any other survey results not conducted by CPS HR. If you have analysis needs outside of this scope, please let us know. We are happy to explore options to help.

In the section below, we describe the steps CPS HR's Institute will take to work with you to plan and conduct the survey and take action on the results. Unless identified as "optional," all the Institute steps described below are included in our standard package of services. Our optional services are listed and priced in the fee table at the end.

To design the survey, the Institute will:

- Provide our recommended survey questions as a starting point.
- Agree with the City on the questions to include in the survey, including demographic questions (e.g., age, tenure), as well as any information tracked in the contact file. The contact file may include up to six organizational or demographic variables tracked on the backend (i.e., the information is linked to the respondent so that they do not have to

answer the question in the survey). We generally recommend tracking organizational unit information only and allowing respondents to answer any demographic questions.

- **Optional:** Agree on up to three open-ended narrative questions to include in the survey.
- Provide our communication guide and template, which includes communication suggestions and FAQs, to serve as a basis for a comprehensive communication strategy across the City's workforce. **Please note** that the Institute will provide templates and advice, but the City will need to finalize any communications.
- Provide instructions for IT to "allow-list" our email invitations to ensure our emails are not diverted due to SPAM filters or network firewalls.
- Program the survey. **Please note** that this proposal assumes an English-only survey.
- **Optional:** We can provide survey translations in languages other than English. We collaborate with a professional language translation service to provide the highest quality translations. Our survey programming allows respondents are able to toggle back and forth between English and the other language.

The City will:

- Identify a single point-of-contact for the Institute who can make, or coordinate, decisions on this project.
- Work collaboratively with the Institute to finalize the survey, including deciding which demographic questions to include, as well as the open-ended questions to include.
- Decide on question-level breakout reports (e.g., departments/divisions). For smaller units, we will incorporate their results into City-wide report. **Please note:** All report needs must be identified at this initial stage. Results reports cannot be combined or changed after the survey is conducted.
- Provide an Excel file with accurate employee contact information (name, email address and organizational/work unit) for each employee. **Please note:** We need to receive the final contact file and approved survey template on the agreed upon due date. Any subsequent changes to this final contact list – such as additions, deletions or other edits – may incur additional charges at the rate of \$150/hour.
- Communicate to employees the cut-off date and who will be included in the survey (e.g., employees who started after the final contact file was submitted will not be included in the survey).
- Communicate about the upcoming survey by all-staff email and other forums (e.g., meetings, posters).
- Work with the City's IT staff to "allow-list" our email domain to ensure our email survey invitations with survey links are not rejected/SPAM filtered. Allow-listing is critical our process. The City's IT staff must advise us if there are any special limitations on emails. Delivery of emails may take some time depending on City IT security.

Conduct the survey kickoff presentations to leaders and employees

We will conduct a survey kickoff presentation with employees and any stakeholders you designate. We will also brief City leaders in advance of the employee kickoff presentation. Any live presentations may be recorded and shared by the City. If requested, the Institute may provide a brief (5-minute) Microsoft Teams recording in lieu of a live presentation.

During the leadership kickoff presentation, we will discuss the survey process. We will cover what engagement is, why it matters (the business case for engagement), and actions that other public-sector organizations have taken to improve engagement.

For the employee kickoff presentation, we will explain the process and emphasize that individual employee survey responses will be confidential. For both presentations, we will communicate the importance of achieving a high response rate.

Responsibilities to prepare for, and conduct, these meetings are as follows:

The Institute will:

- Review background information (e.g., strategic plan/goals) to inform the meeting agenda.
- Work collaboratively with the City to set the agenda.
- Conduct the leadership kickoff presentation, which will focus on what engagement is, the business case for improving engagement, examples of actions taken by other public-sector jurisdictions, and the process the Institute and the City will use to conduct the survey and act on the results.
- Conduct the employee kickoff presentation, which will focus on what engagement is, the survey process, and confidentiality.
- **Optional:** Conduct the kickoffs in person, at an additional cost.

The City will:

- Schedule the meetings, including inviting key leaders and other critical staff.
- Provide background information and feedback to help finalize the agenda.

2. Survey Employees

To administer the survey, the Institute will:

- Program and test the survey in Alchemer, our online survey administration platform. On request, we can provide technical information/specifications on the survey platform. **Please note:** if required, we can provide a 508-compliant accessible survey for respondents. Some survey question types, or administration techniques may not be possible if the survey must meet high accessibility standards.
- Send an email invitation with the survey link to all 1,050 City employees, and also (as an option, if needed) provide a file with paper invitations for about 100 employees without City email addresses. Employees will be able to access the survey through desktop computers, mobile devices and smartphones. In the invitation, we will emphasize that each employee's responses will be confidential. We assume all employees who have access to email or the paper invitation will be able to complete the survey online. **Please note:** This proposal does not include a paper survey option. If paper surveys or other options are needed, please let us know. We are happy to explore alternatives with you.
- Provide an email address for employees to contact CPS HR's Institute with questions or technical problems.
- Monitor and report on response rates during the survey period, and answer employee technical questions via email. CPS HR's Institute will provide two detailed response rate reports while the survey is being administered, and a final response rate report after the survey closes.
- Send reminder emails to employees who have not yet responded during the survey period.

The City will:

- Encourage employees to participate and, if necessary, answer any non-technical employee questions.
- If necessary, make arrangements (e.g., laptops or kiosks) for employees to complete the survey online.

3. Analysis and Recommendations

Our analytical approach applies a range of methods to identify strengths, opportunities for improvement and recommended actions. The CPS HR Institute will deliver a summary of findings

report that includes City-wide summary scores for level of engagement (i.e., percent of employees who are fully engaged, somewhat engaged, and not engaged).

The Institute will also provide our proprietary benchmarks for overall engagement levels as well as for the individual questions in our survey. These benchmarks are for internal City use, to compare the views of City employees to other public- and private-sector employees, including in local government.

We will also provide more detailed question-by-question results (i.e., percent positive, neutral and negative) for the City overall, and for the breakouts (e.g., departments) through our online tool. The tool will allow you to review, sort and drill down on questions, compare results with various benchmarks, and download the results to Excel or PDF. **Please see the Appendix for online report samples.**

Key Driver Analysis

The Institute will use regression analysis to identify the questions that have the largest impact (i.e., the key drivers) on the City's engagement score, provided there are at least 100 responses. We will provide one key driver analysis for the entire City.

- **Optional:** We can provide additional key driver analyses for any department with at least 100 responses.
- **Optional:** We can add the City's key driver analysis weights to any department's report. The department would "inherit" the City's weights to see the importance, but it would still have their department scores (how positive or negative). For example, a high importance question might be in the "improve" quadrant for one department (if it is also more negative), and in the "maintain" quadrant for another department (if it is also more positive).

Stay/Leave Differentiators

The Institute will use logistic regression analysis to identify any questions with the largest differences between those who say they plan to stay compared with those who say they plan to leave, provided there are at least 100 responses. We will provide one stay/leave analysis for the entire City.

Open-Ended Questions

- **Optional:** For the three open-ended questions, we will compile and report on the responses from the open-ended (verbatim) survey questions. **Please note** that we will report these open-ended responses un-edited, except we will redact names/self-identification only. Our reporting will not include qualitative or content analysis of the written responses.

Recommendations

The Institute will also offer City-wide recommendations to take action on key questions from our resource library. These will range from no-cost quick wins to more comprehensive solutions. Our

recommendations will be supplemented by lists of resources that include tools, templates, checklists, guides, videos, articles and even books on each key issue.

The Institute will:

- Prepare an Executive Summary with the main findings and recommendations.
- Provide access to our dynamic, online reporting tool that will allow the City to conduct deep dives into question-level results for the City overall, and for each of the breakout groups.
- Produce a City-wide overview PowerPoint report.
- Conduct one key driver analysis to determine which survey factors and questions have the largest impact on City-wide employee engagement score.
- Conduct logistic regression analysis to determine which survey questions show the largest differentiation between those who plan to stay compared with those who plan to leave the City.
- **Optional:** Report the raw open-ended survey question responses with only names redacted.
- Recommend specific actions to improve employee engagement from our recommendations library, linked to City overall survey results.
- **Optional:** At an additional cost, provide recommendations for action for the organizational units identified for breakout reports. These recommendations will be based on the unit results compared to the overall City results.
- **Optional:** Conduct additional key driver analyses for any units with at least 100 responses.
- **Optional:** Add the City's overall key driver weights to a breakout report.

The City will:

- Share the overall results and describe next steps to employees.
- Help protect the Institute's proprietary benchmarks.
- Complete our report access file to identify leaders who need access to the survey results reports. **Please note** that we prefer to grant access for all the identified leaders at one time. We also assume that only leaders involved in action planning will need access to the online tool reports.
- **Please note:** if any 508-compliant reports are required, the City will be responsible for converting any PowerPoint or PDF deliverables to meet its specific needs. The online reporting tool is not 508-compliant because it is dynamic and interactive.

4. Discuss Results

We believe it is important to share results with employees as soon as possible after the survey closes. Therefore, we will work with you to plan how and when to share overall results with employees. We recommend sharing City-wide results with employees within six weeks of the survey closing date, if possible, and breakout results (e.g., departments) soon after you release City-wide results.

Our Project Lead and/or Senior Project Consultant will present the City's overall results in a webcast. On request, we will brief City leaders in advance of a presentation to all employees. Any presentations may be recorded by the City and shared with employees. If requested, the Institute may provide a brief recording in lieu of a live presentation.

Our analysis and reporting will reveal potential areas for the City to focus on to improve employee engagement. Due to the large amount of data and reports that we will deliver, we can help the

City understand and take action on the survey results, and drill down on the survey results to identify strategies for taking action and improving engagement.

Customized Results and Recommendations Sessions for Leaders

Optional: We can offer each department leader (or designee) a customized 1-hour meeting where we will orient them to our online reporting tool, discuss their results, and identify, in consultation with them, the survey questions they may wish to act on. After this meeting, we will send each leader a customized action plan report with a set of possible next steps for each question.

Individualized attention to a department leader's results, combined with our extensive experience advising on action planning, will enable leaders to quickly implement meaningful actions in response to the survey results. An important factor in any engagement initiative is to show employees that their time spent taking the survey was worthwhile because leaders listened and responded to their feedback.

The Institute will:

- Present results in a webcast.

The City will:

- Schedule any presentations or meetings, including inviting key leaders and other critical staff.
- Designate any participants for optional services, if held, coordinate scheduling and resources, and provide information and instructions to prepare for the sessions.

Other effective ways to follow up on survey results are to have focus groups or feedback sessions. Although focus groups and feedback sessions are typically conducted after a survey, sometimes an organization may want to obtain detailed employee feedback before a survey. If you have need of focus groups and feedback sessions for any reason, we are happy to discuss options.

Employee Focus Groups

These sessions allow small groups of employees to provide candid feedback on key areas highlighted in the survey results as important to the engagement of City employees. We will conduct the sessions over the course of a week, sort the responses into categories and summarize the results in a PowerPoint slide deck. Focus groups provide a deep level of information and connection since they are conducted in a confidential manner with small groups of 6 to 8 employees.

Employee Feedback Sessions

These sessions allow for a large number of employees to discuss and build upon each other's ideas. These sessions utilize an interactive facilitation method. Employee groups of 4 to 5 will sit at tables for approximately 20-30 minutes to discuss and write responses to questions. Then employees will disperse to another table to share and build upon ideas. Sessions typically include 30 to 40 employees total and are approximately 3 hours. After the sessions, we will prepare a PowerPoint with a summary of recommendations. Feedback sessions differ from focus groups in that information is gathered in an open forum over a short period of time.

The Institute will:

- **Optional:** At additional cost, plan and conduct remote (or in-person) focus groups (90-minute sessions each, with 6 to 8 employees per group) to drill down on the results and develop recommendations from employees. We will then submit a summary PowerPoint report on these discussions with recommended next steps.
- **Optional:** At an additional cost, plan and conduct employee feedback sessions with a large group (30 to 40 employees). Each session is approximately 3 hours. Following the feedback session, we will provide a summary PowerPoint report and recommendations.
- **Optional:** Scheduling support for focus groups or employee feedback sessions. The City will need to email or announce the sign-up process created by CPS HR's Institute. If a specific group of employees is needed (e.g., supervisors), the City will need to help ensure that any sign-up links are shared with the right employees. A minimum of three business days is required to set up Bookings sign-up links. We recommend having at least three weeks for promotion of the sessions and employee sign up.

The City will:

- Identify any implementation concerns and how the Institute may help.
- Schedule any presentations, meetings, or focus groups including inviting key leaders and other critical staff.
- Designate any participants for optional services, if held, coordinate scheduling and resources, and provide information and instructions to prepare for the sessions.

5. Take Action

We encourage the City to take action on at least one survey finding. Communicate progress and let employees know that it was their feedback that led to the change.

Most organizations we work with take action on one or two organization-wide issues, and then also ask each department leader to take action on one or two issues in their department. If any City leaders need additional support implementing their action plan, we can provide support.

Action Planning Workshops for Leaders

This structured workshop will help your leaders discuss key survey results and begin to develop action plans. We will provide templates and discuss common challenges. Following the workshop, leaders will need to finalize their own action plans.

Action Planning Implementation Support for Leaders or Teams

For additional support, we assist individual leaders or teams with developing and implementing action plans. Our Senior Consultant will plan a series of five meetings to set goals for the action plan, discuss concerns, and provide guidance.

The Institute will:

- **Optional:** At additional cost, plan and conduct remote (or in-person) action planning workshops (two hours in length each, with up to 20 participants each) with designated by City leaders and implementation teams to help develop specific actions to address issues identified in the survey.
- **Optional:** Implementation support services for individual leaders or teams.

The City will:

- Decide on the actions to improve employee engagement.
- Identify any implementation concerns and how the Institute may help.
- Schedule any presentations, meetings, or focus groups including inviting key leaders and other critical staff.
- Designate any participants for optional services, if held, coordinate scheduling and resources, and provide information and instructions to prepare for the sessions.

Qualifications

CPS HR's Institute frequently works with government organizations across the nation to design and administer employee surveys on engagement, strategic planning, performance management, training needs, and customer service. Our experts have enabled public-sector organizations, including cities, to survey workforces of more than 10,000 employees. Some examples include:

- Alameda County, CA Water District – 2018, 2021
- Association of California Water Authorities – 2019, 2021
- Bend, OR Parks and Recreation – 2022
- City of Corvallis, OR – 2017, 2020
- City of Henderson, NV – 2018, 2019, 2020, 2022, 2024
- City of Houston, TX – 2023
- City of Memphis, TN – 2017, 2018, 2019, 2020, 2024
- City of Norfolk, VA – 2021, 2023
- City of Rancho Cucamonga, CA – 2017, 2021
- City of Riverside, CA – 2018, 2021
- City of Rochester, MN – 2019, 2022, 2023, 2024
- City of San Antonio, TX – 2018, 2019, 2023
- City of Ventura, CA – 2019, 2020, 2022, 2024
- County of Los Angeles, Department of Human Resources – 2019
- County of Roanoke, VA – 2019, 2023
- County of San Diego, CA – 2022, 2024
- County of Steuben, NY – 2021, 2023
- Dallas Area Rapid Transit – 2018, 2021, 2023
- Fairfax County, VA Department of Public Works – 2018, 2020

- Los Angeles County, CA Employee Retirement Agency – 2021
- Pinellas, FL Suncoast Transit Authority – 2018, 2019, 2022
- School Employees Retirement System of Ohio – 2021, 2023
- State of CA Environmental Protection Agency – 2020
- State of CA Legislative Analyst's Office – 2021, 2022, 2023, 2024
- Texas Municipal Retirement System – 2018, 2019, 2022
- Zone 7 Water Agency, CA – 2021, 2022

We can provide specific references on request.

Schedule and Fees

To deliver exceptional service and successfully conduct the engagement survey, we propose the timeline of activities listed in the table below. Our schedule will enable us to work with the City to conduct the survey, deliver results reports, support you to develop an action plan and implementation strategy, act on the plan, and evaluate progress. This schedule will require close communication between the City and the CPS HR Institute, as well as timely City feedback and approval on survey stages and products.

After we have a signed contract, our Project Lead will provide a list of potential project timelines available and agree on a target survey launch date. Next, once we agree on the survey questions, and receive the City's list of employees with valid email addresses, we can launch the survey in approximately four weeks. The timeline also incorporates a three-week period for employees to complete the survey, and approximately four weeks to analyze results and prepare reports.

Possible survey launch dates in June/July 2025 include:

Final Files Due to CPS HR	Survey Launch Date	Survey Close Date	Report Due Date
5/9/2025	6/9/2025	6/27/2025	7/28/2025
5/16/2025	6/16/2025	7/7/2025	8/5/2025
5/23/2025	6/23/2025	7/11/2025	8/11/2025
6/6/2025	7/7/2025	7/25/2025	8/25/2025
6/13/2025	7/14/2025	8/1/2025	9/2/2025
6/20/2025	7/21/2025	8/8/2025	9/8/2025
6/27/2025	7/28/2025	8/15/2025	9/15/2025

CPS HR will complete each survey (standard or pulse) for a fixed fee. The included services package is listed below (columns in red). We also list costs for additional optional services (columns in blue). Travel and materials are included in all fixed fees. We will bill one-half of the survey total after the survey closes, and the remaining amount after we submit reports. We will bill any optional services after we deliver them.

After the City decides on the services it wishes CPS HR to provide, we will provide a revised proposal that includes a final list of all services and the total cost. This revised proposal will serve as the final scope of work and budget to include in the contract.

CPS HR will honor this price quote for 90 days from the date of this proposal. We will be happy to discuss adjustments to this work plan that may also result in adjustments to our cost proposal. The fixed fees would apply for any repeat surveys (standard or pulse) through December 31, 2028, if the amounts are included in our 2025 agreement.

Standard Survey and Pulse Survey Packages – Fixed Fee

The standard survey package includes kickoff and results presentations, approximately 70 questions in the survey, one key driver analysis, one recommendations report, and up to 25 breakout reports. The pulse survey package includes approximately 20 questions in the survey and up to 25 breakout reports. Pulse surveys typically include perceptions of changes made since the last survey, follow-up questions of interest to the City, or customized topical questions. The pulse survey package does not include kickoff or results presentations, a key driver analysis, or a stay/leave analysis.

Phase	Standard Survey Included Services	Optional Services	Optional Services Costs
1. Plan (Weeks 1 – 6)	<ul style="list-style-type: none"> Tailor and finalize the survey (about 70 questions) and process Develop survey plan and milestones Provide communication guide Conduct one webcast kickoff presentation for leaders Conduct one webcast kickoff presentation for employees 	<ul style="list-style-type: none"> Conduct additional kickoff presentations (webcast) Conduct in-person kickoff presentation (instead of webcast) Provide translation of survey in a language other than English Include up to 3 open-ended questions 	<p>\$450/meeting</p> <p>See Additional Services</p> <p>\$1,200/per language</p> <p>\$890</p>
2. Survey Administration (Weeks 6 – 8)	<ul style="list-style-type: none"> Launch survey by sending email invitations with individual survey links to 1,050 employees Monitor response rates and send 3 response rate reports Send email reminders to employees Answer employee technical questions via email 	<ul style="list-style-type: none"> Paper password invitations (up to 100) 	<p>\$580</p>
3. Analysis and Recommendations (Weeks 9 – 14)	<ul style="list-style-type: none"> Provide an Executive Summary with the main findings and recommendations Provide results reports (and summary of findings PowerPoint and <u>up to 25</u> question-level reports) Provide 1 City-wide key driver analysis Provide 1 City-wide stay/leave analysis Provide recommendations for action for the City overall 	<ul style="list-style-type: none"> Key driver weights added to up to 25 question-level reports Additional key driver or stay/leave analyses Additional question-level results reports Additional recommendations reports 	<p>\$500</p> <p>\$650/each</p> <p>\$100*/report</p> <p>\$150/report</p>

*Proposal to the City of Fargo
Employee Engagement Services*

Phase	Standard Survey Included Services	Optional Services	Optional Services Costs
4. Discuss Results (Week 15)	<ul style="list-style-type: none"> • Present results via webcast 	<ul style="list-style-type: none"> • Conduct additional results presentations (webcast) • Present results in person (instead of webcast) • Conduct and report on focus groups (<i>confidential with small groups</i>) and deliver summary PowerPoint report • Conduct and report on feedback sessions (<i>large group in an open forum</i>) and deliver summary PowerPoint report 	\$450/meeting See Additional Services See Additional Services See Additional Services
5. Take Action (Weeks 16 – 24)	N/A	<ul style="list-style-type: none"> • Conduct one action planning workshop • Implementation support for an individual leader (5 remote meetings) 	See Additional Services
Total	\$15,860	Total	TBD**

* Additional analysis (e.g., new combinations of results) after the survey is conducted is not included.

**All services listed are "Optional Services" and the City may determine from the list which items they desire to include as priced accordingly. The City is under no obligation to use the optional services shown here.

*Proposal to the City of Fargo
Employee Engagement Services*

Phase	Pulse Survey Included Services	Optional Services	Optional Services Costs
1. Plan (Weeks 1 – 6)	<ul style="list-style-type: none"> • Tailor and finalize the survey (about 20 questions) and process • Develop survey plan and milestones • Provide communication guide 	<ul style="list-style-type: none"> • Include up to 3 open-ended questions • Provide translation of survey in a language other than English 	\$890 \$1,200
2. Survey Administration (Weeks 6 – 8)	<ul style="list-style-type: none"> • Launch survey by sending email invitations with individual survey links to 1,050 employees • Monitor response rates and send 3 response rate reports • Send email reminders to employees • Answer employee technical questions via email 	Paper password invitations (up to 100)	\$580
3. Analysis and Recommendations (Weeks 9 – 14)	<ul style="list-style-type: none"> • Provide an Executive Summary with the main findings and recommendations • Provide results reports (summary of findings PowerPoint and <u>up to 25</u> question-level reports) • Provide recommendations for action for the City overall 	<ul style="list-style-type: none"> • Deliver additional breakout reports* • Deliver additional recommendations reports 	\$100/report * \$150/report
4. Discuss Results (Week 15)	N/A	<ul style="list-style-type: none"> • Conduct and report on focus groups (<i>confidential with small groups</i>) and deliver summary PowerPoint report • Conduct and report on feedback sessions (<i>large group in an open forum</i>) and deliver summary PowerPoint report 	See Additional Services
5. Take Action (Weeks 16 – 24)	N/A	<ul style="list-style-type: none"> • Conduct one action planning workshop • Implementation support for an individual leader (5 remote meetings) 	See Additional Services
Total	\$9,860	Total	TBD**

* Additional analysis (e.g., new combinations of results) after the survey is conducted is not included.

Proposal to the City of Fargo
Employee Engagement Services

****All services listed are "Optional Services" and the City may determine from the list which items they desire to include as priced accordingly. The City is under no obligation to use the optional services shown here.**

Additional Services – Time & Materials

For any Additional Follow-up Support Services, CPS HR will bill the City on a time and materials basis each month for work completed and reimbursable fees for travel expenses. A time and materials cost structure afford the greatest flexibility to the City in determining the number of sessions, focus areas, and level of support. Below you will find tables that outline estimated hours and costs.

Service	Estimated Hours*	Approximate Cost**
In-person Kickoff or Results Presentations or Meetings	4 hours for one presentation (2 hours preparation, 1 hour delivery, 1 hour follow-up meeting on-site)	\$780
Employee Focus Groups	30 hours for three focus groups	\$5,850
Employee Feedback Session <i>Two consultants may be needed for large groups or multiple sessions. Must be in-person.</i>	20 hours for one session – up to 40 attendees (10 hours preparation, 2-hour delivery, 8 hours for notes and follow-up meetings)	\$3,900
Employee Sign-up Support	10 hours	\$1,310**
Action Planning Workshop for Leaders	15 hours for one session (On-site or remote)	\$2,925
Action Planning Implementation Support Services for Leaders	10 hours for a series of 5 meetings (On-site or remote)	\$1,950
Results Discussion and Customized Recommendations Report for a Leader	2 hours (1-hour meeting and 1 hour for prep and follow-up) (On-site or remote)	\$390

**Final number of estimated hours depends on the City's specific needs, such as number of planning or follow-up meetings required, number of focus groups or sessions, or number of presentations.*

***Assumes minimum hours with a Senior Project Consultant unless otherwise noted. The actual cost will depend on specific needs and staffing.*

Staff Member	Hourly Rate
Senior Project Consultant	\$195
Principal Consultant	\$151
Senior Consultant	\$141
HR Consultant/Program Coordinator	\$115
Administrative Technician/Associate HR Consultant	\$100
Office Assistant	\$95

The City may alternatively desire to encumber a maximum spending amount (for example, \$5,000) and draw down on the cap for various tasks on an ad hoc basis based on the City's

Proposal to the City of Fargo
Employee Engagement Services

priorities. For example, three (3) employee focus groups and sign-up support could be conducted within approximately 40 hours at the Senior Consultant and Administrative Tech rates.

Reimbursable Expenses

Most work is expected to be delivered mostly remotely, but if travel is necessary, the City will reimburse CPS HR at cost to include air travel, ground transportation, lodging, and meals per government rates. Travel time from door-to-door would be billed at 75% of the consulting rate. CPS HR recommends adding **\$5,000 in expenses**, as needed, and the City will only be billed monthly after an expenditure has been incurred.

Suggested Total

The City may choose any options, including the lowest-cost service of one pulse survey. The following table presents a comprehensive set of services suggested by CPS HR. If possible, it is advantageous to include a follow-up survey and additional services. The City is under no obligation to use all services in a contract.

2025 Employee Survey – Standard (Fixed Fee)	\$15,860
2026 Employee Survey – Pulse (Fixed Fee)	\$9,860
2025 or 2026 Survey Options (Comments or Additional Reports)	\$1,780
Additional Services (Time & Materials)	\$6,000
Reimbursable Expenses	\$5,000
Suggested Not-to-Exceed Total	\$38,500

Appendix – Online Report Samples

Our online tool will allow you to compare your results with our national benchmarks, plus a benchmark we will create for the City overall and pulse survey results (i.e., to allow departments/supervisors to analyze their results compared to the overall City-wide results). The tool will allow you to easily select and view any benchmark gap, defined as the difference in the percentage of positive responses, and download results to PDF or Excel.

Sample Breakout Report Views with 10 or More Responses

This could be a report for a department or supervisor with 10 or more responses – includes levels of engagement and demographic drill-down expansions.

SAMPLE BREAKOUT REPORT - 10 OR MORE RESPONSES



> LEVEL OF ENGAGEMENT

Overall - Sample Breakout Report - 10 or More Responses



What is your gender?

1. Male



2. Female



SAMPLE BREAKOUT REPORT - 10 OR MORE RESPONSES



Level of Engagement Report

Responses: 460

Benchmark: Government Sector Group by: None

QUESTION ▲	NEGATIVE	NEUTRAL	POSITIVE	MEAN	GAP
I like the kind of work I do	5.5%	11.4%	83.2%	4.21	-5
I know what is expected of me on the job	11.1%	10%	78.9%	4	-12
My job makes good use of my skills and abilities	19.2%	14.6%	66.2%	3.7	-14

SAMPLE BREAKOUT REPORT - 10 OR MORE RESPONSES > QUESTION #1



Question #1

I like the kind of work I do

Weight:

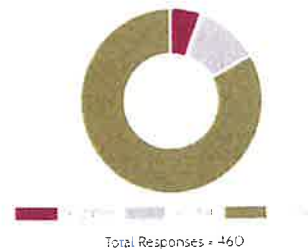


Gap: ?

Government Sector: -5

Private Sector: -5

State Government: -2



Expand by

How long have you worked in your current position?



A. Less than 1 year



B. 1 to 4 years



Action Plan Recommendations Reports

Our reports will also enable the City and its departments to identify the specific questions to focus on in action planning. We will provide customized recommendations reports for the City overall and for any of the breakouts (as an option). Our recommendations are based on 1) the questions identified as most important in the key driver and stay/leave analyses; or 2) the questions with the largest negative benchmark gaps (i.e., between the department/unit breakout and the City overall). Our online tool also allows users to enter, save and share notes.

Here is an example of recommendations and resources from our recommendations library for a survey question in the "Leadership and Managing Change" survey category.

Survey Question:

"When changes are made in my organization, they are usually for the better"

Understanding the Question

Change can create uncertainty and anxiety for employees. This can be particularly true if employees don't feel changes are communicated or managed well, or don't understand why the change is good for them or the organization. Employees will be less apprehensive about change if they believe that changes are positive.

Thought Starters

- Have there been recent changes that employees may be responding to?
- What approaches does the organization use to manage and communicate about changes?
- Do managers/supervisors understand their role in communicating about, and help employees adapt to, changes?
- Was there a recent change initiative that went well? What did you learn?
- Was there a recent change initiative that didn't go well? What did you learn?

Action Plan Steps

- Develop, communicate and implement a standard change management process.
- Ensure that managers/supervisors understand their key role in communicating about, and implementing, change.
- Help managers/supervisors develop (e.g., through training, coaching, and feedback) develop communication skills.
- Organizations can't over-communicate. Create a communication plan for major changes and then communicate early and often about the changes. Emphasize the reasons for the change.
- Because different employees respond to different forms of communication, use a variety of communication media (e.g., email, meetings, forums, FAQs, posters, website).
- Pay particular attention to reaching out to employees who are more difficult to reach (e.g., who work in the field or on different shifts).
- As much as possible, involve employees in the change process (e.g., solicit their opinions before making changes). If employees feel that their opinions are heard they may be less likely to resist change.

 **Take Action**

Add Notes:



 **Save Notes**

Sample Resources

Leadership and Managing Change

Guides, Templates, Checklists, and Other Resources

- Prosci. "Resource Center: Explore Our Change Management Resources." Retrieved from <https://www.prosci.com/resources>
- Society for Human Resource Management. "Managing Organizational Change." Retrieved from <https://www.shrm.org/resourcesandtools/tools-and-samples/toolkits/pages/managingorganizationalchange.aspx>
- Ramos, D. (2016, December). "Free Change Management Templates." *Smartsheet*. Retrieved from <https://www.smartsheet.com/free-change-management-templates>
- Template. "Communication Strategy Template - 11+ Word, PDF, Documents Download." Retrieved from <https://www.template.net/business/word-templates/communication-strategy-template/>

Videos

- TED (2010, May 10). "How great leaders inspire action | Simon Sinek." *YouTube*. Retrieved from <https://www.youtube.com/watch?v=qp0HIF3Sfl4>
- Kauffman Founders School (2014, July 23). "Leadership and Motivation: Motivating by Autonomy." *YouTube*. Retrieved from <https://www.youtube.com/watch?v=nnc1hmZLwOY>
- Lyon, A. (2017, May 30). "Leading by Example." *YouTube*. Retrieved from <https://www.youtube.com/watch?v=WtfnP0c5uPo>
- McKinsey LD (2014, May 20). "McKinsey on Change Management." *YouTube*. Retrieved from https://www.youtube.com/watch?v=k69i_yAhEcQ

Articles

- Lavigna, R. (2017, January). "Political Transitions - A Unique Opportunity to Focus on Employee Engagement." *PA Times*. Retrieved from <http://patimes.org/political-transitions-a-unique-opportunity-focus-employee-engagement/>
- Checinski, M., Dillon, R., Hieronimus, S., & Klier, J. (2019, March). "Putting people at the heart of public-sector transformations." *McKinsey & Company*. Retrieved from <https://www.mckinsey.com/industries/public-and-social-sector/our-insights/putting-people-at-the-heart-of-public-sector-transformations>
- De Smet, A., Rubenstein, K., Schrah, G., Vierow, M., & Edmondson, A. (2021, February). "Psychological safety and the critical role of leadership development." *McKinsey & Company*. Retrieved from <https://www.mckinsey.com/business-functions/organization/our-insights/psychological-safety-and-the-critical-role-of-leadership-development>
- Basford, T. & Schaninger, B. (2016, April). "The four building blocks of change." *McKinsey Quarterly*. Retrieved from <https://www.mckinsey.com/business-functions/organization/our-insights/the-four-building-blocks--of-change>

Sample Resources

Leadership and Managing Change

Guides, Templates, Checklists, and Other Resources

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- Society for Human Resource Management. "Managing Organizational Change." Retrieved from <https://www.shrm.org/resourcesandtools/tools-and-samples/toolkits/pages/managingorganizationalchange.aspx>
- Ramos, D. (2016, December). "Free Change Management Templates." *Smartsheet*. Retrieved from <https://www.smartsheet.com/free-change-management-templates>
- Template. "Communication Strategy Template - 11+ Word, PDF, Documents Download." Retrieved from <https://www.template.net/business/word-templates/communication-strategy-template/>

Videos

- TED (2010, May 10). "How great leaders inspire action | Simon Sinek." *YouTube*. Retrieved from <https://www.youtube.com/watch?v=qp0HIF3Sfl4>
- Kauffman Founders School (2014, July 23). "Leadership and Motivation: Motivating by Autonomy." *YouTube*. Retrieved from <https://www.youtube.com/watch?v=nnc1hmZLwOY>
- Lyon, A. (2017, May 30). "Leading by Example." *YouTube*. Retrieved from <https://www.youtube.com/watch?v=WtfnP0c5uPo>
- McKinsey LD (2014, May 20). "McKinsey on Change Management." *YouTube*. Retrieved from https://www.youtube.com/watch?v=k69i_yAhEcQ

Articles


- Lavigna, R. (2017, January). "Political Transitions - A Unique Opportunity to Focus on Employee Engagement." *PA Times*. Retrieved from <http://patimes.org/political-transitions-a-unique-opportunity-focus-employee-engagement/>
- Checinski, M., Dillon, R., Hieronimus, S., & Klier, J. (2019, March). "Putting people at the heart of public-sector transformations." *McKinsey & Company*. Retrieved from <https://www.mckinsey.com/industries/public-and-social-sector/our-insights/putting-people-at-the-heart-of-public-sector-transformations>
- De Smet, A., Rubenstein, K., Schrah, G., Vierow, M., & Edmondson, A. (2021, February). "Psychological safety and the critical role of leadership development." *McKinsey & Company*. Retrieved from <https://www.mckinsey.com/business-functions/organization/our-insights/psychological-safety-and-the-critical-role-of-leadership-development>
- Basford, T. & Schaninger, B. (2016, April). "The four building blocks of change." *McKinsey Quarterly*. Retrieved from <https://www.mckinsey.com/business-functions/organization/our-insights/the-four-building-blocks--of-change>



15

MEMORANDUM

TO: BOARD OF CITY COMMISSIONERS

FROM: JENN FAUL 
DIRECTOR OF PUBLIC HEALTH

DATE: JANUARY 14, 2026

RE: EXAMINING TOBACCO ORDINANCE – CHAPTER 35

Staff at Fargo Cass Public Health request permission to work with the legal team to examine the components of a comprehensive tobacco ordinance, to include but not limited to tobacco licensing and flavor policies.

If you have any questions, please contact me at 241.1388.

Suggested Motion:

Move to direct the City of Fargo Attorney's office to work with FCPH staff to examine the Tobacco Ordinance, Chapter 35.

JF/lls

MEMORANDUM

16

TO: BOARD OF CITY COMMISSIONERS

FROM: MAYOR TIMOTHY J. MAHONEY

DATE: JANUARY 20, 2026

**SUBJECT: UPDATE ON SERIES F AND APPROVAL OF REVISED AND
FINAL VERSION OF SERIES F FINANCING AGREEMENT FOR
THE RED RIVER VALLEY WATER SUPPLY PROJECT**

On October 13, 2025, the City Commission unanimously approved the Interim Financing Agreement – Series F related to the 2025-2027 Red River Valley Water Supply Project State biennial work plan. As you will recall, the 2025-2027 State biennial budget includes a \$273.33 million work plan comprised of a \$205 million (75%) State cost share and a \$68.33 million (25%) local cost share. This is the largest single biennial appropriation for a project in State history.

After the Commission approved the Series F agreement, the City of Grand Forks determined it could not agree to be a party to Series F due to outstanding issues pertaining to its relationship with the Garrison Diversion Conservancy District. As such, on December 22, 2025, the City Commission again discussed Series F and moving forward with execution of Series F even though Grand Forks was not a party at that time. At that meeting, I indicated that I - as Chair of the Lake Agassiz Water Authority- was working toward and was confident that Grand Forks would ultimately agree to join Series F. This was important because Grand Forks is the second-largest user (behind Fargo), and its local contribution of approximately \$11.6 million results in approximately \$47 million for the project once the State cost share is included. At the December 22, 2025, meeting, the Commission agreed to move forward at that time without Grand Forks as a party to the Series F Agreement.

I am pleased to report that Grand Forks has now agreed to be a party to the Series F Financing Agreement and has already executed the enclosed final version of the agreement. In prior financing agreements, Fargo and Grand Forks have agreed to cover the relatively small nomination amounts of other users in order to maintain project progress and ensure the project receives the full benefit of the State cost share. Importantly, if a smaller user ultimately does not join the applicable financing agreement, Fargo and Grand Forks receive the full benefit of the water nominations they funded.

In the case of Series F, Valley City has currently determined not to be a party to the agreement, and Fargo and Grand Forks will share the cost of Valley City's nomination. If Valley City later elects to join Series F, Valley City will be required to pay the full share of its water nomination, or the nomination will pass to Fargo and Grand Forks in accordance with the agreement.

Recommended Motion: Approve the attached revised and final Series F Financing Agreement for Fargo's portion of the 25% local cost share for the 2025–2027 biennial work plan associated with the Red River Valley Water Supply Project.

**INTERIM FINANCING AGREEMENT
SERIES F**

**BY AND BETWEEN
GARRISON DIVERSION CONSERVANCY DISTRICT
AND
LAKE AGASSIZ WATER AUTHORITY
AND
CITY OF CARRINGTON, NORTH DAKOTA
AND
CITY OF COOPERSTOWN, NORTH DAKOTA
AND
CITY OF FARGO, NORTH DAKOTA
AND
CITY OF GRAND FORKS, NORTH DAKOTA
AND
CITY OF HILLSBORO, NORTH DAKOTA
AND
CITY OF MAYVILLE, NORTH DAKOTA**

Dated as of January 1, 2026

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INTERIM FINANCING AGREEMENT, SERIES F

THIS INTERIM FINANCING AGREEMENT, SERIES F (the “Series F Agreement”), is entered this 1st day of January, 2026 (the “Effective Date”), by and between GARRISON DIVERSION CONSERVANCY DISTRICT, a governmental agency, body politic and corporate of the State of North Dakota (“Garrison Diversion”); LAKE AGASSIZ WATER AUTHORITY, a governmental agency, body politic and corporate of the State of North Dakota (“LAWA”); CITY OF CARRINGTON, NORTH DAKOTA, a municipal corporation and political subdivision of the State of North Dakota (“Carrington”); CITY OF COOPERSTOWN, NORTH DAKOTA, a municipal corporation and political subdivision of the State of North Dakota (“Cooperstown”); CITY OF FARGO, NORTH DAKOTA, a municipal corporation and political subdivision of the State of North Dakota (“Fargo”); CITY OF GRAND FORKS, NORTH DAKOTA, a municipal corporation and political subdivision of the State of North Dakota (“Grand Forks”); CITY OF HILLSBORO, NORTH DAKOTA, a municipal corporation and political subdivision of the State of North Dakota (“Hillsboro”); and CITY OF MAYVILLE, NORTH DAKOTA, a municipal corporation and political subdivision of the State of North Dakota (“Mayville”), individually, a “Party,” and collectively, the “Parties.” The six cities identified herein will be collectively referred to as the “Member Entities.”

RECITALS

1. The State of North Dakota, acting through the legislature, enacted N.D.C.C. ch. 61-24 setting out the purposes, powers, and duties of Garrison Diversion.
2. The North Dakota Legislature, under N.D.C.C. § 61-24-01, has declared “necessary, that the Garrison diversion unit of the Missouri River basins project as authorized by Act of Congress approved December 22, 1944 [58 Stat. 887], and acts amendatory and supplementary thereto, be established and constructed” (the “GDU”).
3. The North Dakota Legislature, under N.D.C.C. § 61-41-02(2), has declared “the Red River Valley Water Supply Project [to be] critical to provide a dependable water supply for current and future generations in eastern North Dakota and is essential to provide for the long-term welfare, economic well-being, and quality of life for the entire state.” The Red River Valley Water Supply Project is referred to herein as the “Project.”
4. The North Dakota Legislature enacted N.D.C.C. ch. 61-39 creating LAWA and setting out the powers and duties of LAWA.
5. The LAWA Board of Directors has approved and directed LAWA to proceed with a “Split Delivery” of the Project” whereby Garrison Diversion will deliver Project water via a pipeline from the Missouri River Basin to the Sheyenne River Outfall.
6. Consistent with the Split Delivery method for the Project, Garrison Diversion and LAWA will enter into future agreements relating to planning, construction, financing, operation and maintenance of the Project that shall provide for Garrison Diversion to deliver bulk water via a pipeline to LAWA at various locations including the Sheyenne River Outfall and shall provide, direct and authorize LAWA to administer the storage of Project water, connections to the Garrison Diversion pipeline, coordinate requests for releases for Project water stored behind Baldhill Dam (and within the Lake Ashtabula reservoir), and deliver Project water to LAWA Members. Pursuant to negotiated terms in such agreements, LAWA will manage delivered Project water storage and

distribution from the point of delivery from Garrison Diversion to LAWA, within and releases from Lake Ashtabula and to the Point of Diversion from LAWA to each and every one of its Members who purchase bulk water from LAWA. The Parties intend that such agreements between Garrison Diversion and LAWA shall also include a bulk water supply agreement between Garrison Diversion and LAWA for delivery of Project Water from the McClusky Canal to various locations including the Sheyenne River Outfall and into Lake Ashtabula, which will include provisions for capital repayment, operations and maintenance, permitted connections to Garrison Diversions pipeline, and replacement of Project features, among other things. The bulk water supply agreement will address aspects of either Party's role regarding filling, storage, and releases of water from Lake Ashtabula. LAWA will develop water distribution contracts between LAWA and its members and will operate a Project water storage and distribution project from Lake Ashtabula and downstream to LAWA Members. Garrison Diversion will review and may provide input into the LAWA-LAWA Member agreements to confirm compatibility with overall Garrison Diversion's Project operations.

7. All parties recognize valid Thompson-Acker water rights held by the City of Valley City, North Dakota, Grand Forks, Fargo, West Fargo, and Lisbon. Agreements or modifications, if any, related to these Thompson-Acker water rights will be negotiated and executed, solely and exclusively with the North Dakota Department of Water Resources and the listed rights holders above.

8. The Project features for which funds are being obtained or provided, as described in and/or pursuant to this Series F Agreement, are part of the Garrison Diversion Work Plan (see Exhibit A).

9. Garrison Diversion, LAWA, Carrington, Cooperstown, Fargo, Grand Forks, Hillsboro, and Mayville enter this Interim Financing Agreement - Series F for the purpose of providing interim funds for the construction of the Project.

10. Through this Series F Agreement, the Parties wish to continue with the construction contemplated in the 2025-2027 Biennium Budget identified in Exhibit A, despite not having the other final agreements in place.

11. For so long as they continue to be part of the Project, the Member Entities herein agree to pay for the Local Project Cost based upon their relative proportion of water supply nominations for the Project, as a percentage of the total water supply nominations by all Member Entities, signing this Agreement. These payments are made by the Member Entities on behalf of LAWA. The Member Entities' respective payment obligations for Local Project Costs are identified on Exhibit B.

12. The Bank of North Dakota ("BND") has agreed to loan terms that include a 40-year repayment term, two percent (2%) interest, deferred payments for the Member Entities for two years from the date of closing, followed by three years of interest-only payments. The repayment and terms of this Agreement may be amended upon execution of the one or more of the agreements described in the Recitals above (as the case may be and as may be appropriate and agreed upon by the Parties and BND), in a future Interim Financing Agreement, or through other agreements between all Parties.

NOW THEREFORE, in consideration of the mutual covenants made herein and for other valuable consideration, the receipt of which is hereby acknowledged, Garrison Diversion, LAWA, and Member Entities agree as follows:

**ARTICLE I.
DEFINITIONS AND INTERPRETATION**

Section 1.01 DEFINITIONS. All capitalized terms used, and not otherwise defined herein, shall have the meanings given to them in this Series F Agreement.

“CFS” shall mean cubic feet per second.

“**Debt Obligation**” means any loan, note, bond, credit facility, or other security instrument issued by a party to this Series F Agreement to provide either temporary or permanent financing of the Project.

“**Interim Financing Agreement Series A**” means the Interim Financing Agreement, Series A, by and between Garrison Diversion, LAWA, City of Fargo, and City of Grand Forks, dated November 15, 2020.

“**Interim Financing Agreement Series B**” means the Interim Financing Agreement, Series B, by and between Garrison Diversion, LAWA, City of Fargo, and City of Grand Forks, dated November 15, 2020.

“**Interim Financing Agreement Series C**” means the Interim Financing Agreement, Series C, by and between Garrison Diversion, LAWA, City of Fargo, and City of Grand Forks, dated August 5, 2021.

“**Interim Financing Agreement Series D**” means the Interim Financing Agreement, Series D, by and between Garrison Diversion, LAWA, City of Fargo, and City of Grand Forks, dated November 1, 2023.

“**Interim Financing Agreement Series D – Small Systems Amendment**” means the Interim Financing Agreement, Series D – Small Systems Amendment, by and between Garrison Diversion, LAWA, City of Carrington, City of Cooperstown, City of Fargo, City of Grand Forks, City of Hillsboro, City of Mayville, and City of Valley City, dated January 1, 2025.

“**Interim Financing Agreement Series E**” means the Interim Financing Agreement, Series E, by and between Garrison Diversion, LAWA, City of Fargo, and City of Grand Forks, dated May 1, 2025.

“**Interim Financing Agreement Series F**” or “**Series F Agreement**” shall mean this Agreement.

“**Prior Interim Financing Agreements**” shall mean, collectively, the following agreements: (i) Interim Financing Agreement Series A, (ii) Interim Financing Agreement Series B (iii) Interim Financing Agreement Series C, (iv) Interim Financing Agreement Series D, (v) Interim Financing Agreement Series D – Small Systems Amendment, and (vi) Interim Financing Agreement Series E.

“Point of Diversion” means the tract of land where Project water is withdrawn or diverted.

“Project” means the Red River Valley Water Supply Project.

Section 1.02 INTERPRETATION.

(a) The headings of articles and sections are provided for convenience of reference only and will not affect the construction, meaning, or interpretation of this Series F Agreement. Any and all exhibits to this Series F Agreement are hereby incorporated by reference. The definition of terms herein shall apply equally to the singular and plural forms of the terms defined. Whenever the context may require, any pronoun shall include the corresponding masculine, feminine, and neuter forms. The words “include,” “includes,” and “including” shall be deemed to be followed by the phrase “without limitation.” The word “will” shall be construed to have the same meaning and effect as the word “shall.” Unless the context requires otherwise (i) any definition of or reference to any agreement, instrument, or other document herein shall be construed as referring to such agreement, instrument, or other document as from time to time amended, supplemented, or otherwise modified (subject to any restrictions on such amendments, supplements, or modifications as set forth herein), (ii) any reference herein to any person shall be construed to include such person’s permitted assigns, (iii) the words “herein,” “hereof,” and “hereunder,” and words of similar import, shall be construed to refer to this Series F Agreement in its entirety and not to any particular provision hereof, (iv) all references herein to articles, sections, exhibits, and schedules shall be construed to refer to articles and sections of, and exhibits and schedules to, this Series F Agreement, and (v) the words “asset” and “property” shall be construed to have the same meaning and effect and to refer to any and all tangible and intangible assets and properties, including cash, securities, accounts, and contract rights. In the computation of periods of time from a specified date to a later specified date, the word “from” means “from and including” and the words “to” and “until” mean “to and including.”

(b) This Series F Agreement is not to be interpreted or construed against the interests of a Party merely because that Party proposed this Series F Agreement or some provision of it or because that Party relies on a provision of this Series F Agreement to protect itself. The Parties acknowledge and agree that this Series F Agreement has been prepared jointly by the Parties and has been the subject of arm’s length and careful negotiation, that each Party has been given the opportunity to independently review this Series F Agreement with legal counsel, and that each Party has the requisite experience and sophistication to understand, interpret, and agree to the particular language of the provisions of this Series F Agreement. Accordingly, in the event of an ambiguity in or dispute regarding the interpretation of this Series F Agreement, this Series F Agreement will not be interpreted or construed against the Party preparing it simply as a consequence of preparing it.

ARTICLE II.
CONSTRUCTION CONTEMPLATED

Section 2.01 INTENT. Throughout this Series F Agreement, Garrison Diversion, subject to reimbursement from LAWA Member Entities, agrees to finance the local cost share to allow for the continued development of the 2025-2027 Biennium work plan items. The budget for the 2025-2027 Biennium work plan, with specific items to be financed through this Agreement, subject to approval under Section 2.04 of this Agreement is attached as Exhibit A. Garrison Diversion agrees and acknowledges that the LAWA, and each of the Member Entities (Carrington, Cooperstown,

Fargo, Grand Forks, Hillsboro, and Mayville) have relied upon and will continue to rely upon recitals 1 through 9 of this Series F Agreement to enter into and in consideration for the performance of their respective reimbursement and payment obligations set forth in this Series F Agreement.

Section 2.02 MEMBER ENTITY REPRESENTATIVE AND POINT OF CONTACT. As generally set forth in recitals 2 and 3 of this Agreement Garrison Diversion and LAWA will work in good faith to negotiate and enter into a Bulk Water Supply Agreement and LAWA and its Member Entities will work in Good Faith to negotiate and enter into the LAWA Member Entities Water Supply Agreements and other necessary agreements as between LAWA and its Member Entities. Regardless of which member entities participate in this Series F Agreement, LAWA will be the point of contact for the users and will represent all LAWA member entities in discussions and Garrison Diversion shall provide LAWA an opportunity to participate in meetings with state, federal or local agencies. A representative of LAWA will be invited to attend all such user meetings by Garrison Diversion.

Section 2.03 PROJECT GENERALLY. The Project features for which moneys are being obtained and/or provided pursuant to this Series F Agreement identified in Exhibit A, and subject to approval under Section 2.04 of this Agreement and are to be financed, designed, built, constructed, owned, maintained, and operated by Garrison Diversion, with input and approval from LAWA under Section 2.04 of this Agreement unless and until alternative arrangements are agreed to by Garrison and LAWA. Garrison Diversion, with board approval from LAWA, may choose to use any legally authorized project delivery method to design, construct, own, maintain, and/or operate the construction features, as agreed under the terms of this, past, and future agreements.

Section 2.04 CONTRACT INPUT. Garrison Diversion will present all draft contracts and all consultant task orders to LAWA for review, input, and approval from the LAWA Board of Directors on the terms of the agreements and financial considerations. Commencing upon the effective date of this Agreement, Garrison Diversion shall provide to LAWA the following reports each and every month of this agreement: (i) a project schedule for the Garrison Diversion pipeline construction showing activities, duration and sequencing for the planning, design and construction of each and every element of the pipeline; (ii) a detailed cost breakdown of any and all Garrison Diversion project expenses for each month including, but not limited to contractor payments, consultant payments, attorneys fees and all other expenses in a form acceptable to LAWA's Representative.

ARTICLE III. COST SHARE COMPONENTS

Section 3.01 COST SHARE FOR 2025-2027 BIENNIUM BUDGET. The North Dakota Legislature provided a grant for the Project during the 2025-2027 Biennium that authorized a budget of \$205 million in State funding, subject to a seventy-five percent (75%) state cost share of eligible costs, with the remainder paid by local entities. Garrison Diversion will obtain LAWA's approval of task orders that will obligate local cost share payments under this Section. After obtaining LAWA's approval of such task orders and construction contracts, Garrison Diversion will diligently pursue the work contemplated thereunder. Garrison Diversion will manage the contracts and consultants for the approved task orders and construction contracts under this Series F Agreement. Garrison Diversion will initially pay all related costs, subject to seventy-five

percent (75%) reimbursement from the State. The Local Project Cost will consist of the local 25% cost share of reimbursable costs plus any non-reimbursable costs.

Section 3.02 INITIAL COST RESPONSIBILITY. This Series F Agreement solely addresses the Parties' responsibilities for their share of the costs associated with and limited to the specific categories identified in Exhibit A through the later of (1) June 30, 2027, if budgeted funds are expended by that date or (2) thereafter if the completion of the scope of work extends beyond that date and so long as there are budgeted funds available to complete the approved budget items

Section 3.03 GARRISON DIVERSION WILL OBTAIN LOAN FOR LOCAL PROJECT COST. As set forth herein, Garrison Diversion shall be responsible for initially financing the Local Project Costs. To pay for the Local Project Costs, Garrison Diversion will obtain a loan from the Bank of North Dakota. The legislatively authorized repayment terms of the Bank of North Dakota financing will include a forty (40) year loan repayment term, two percent (2%) interest rate, a 2-year deferral period upon closing of the loan, and 3-year repayment of interest only in years 3 through 5 after the closing of the loan, and a period of shaped principal and interest in years 6-40 of loan repayment. The Parties understand and agree that the Member Entities will pay their pro rata share of Garrison Diversion's cost of financing and debt service on the financing as part of their payment obligations to Garrison Diversion, details of which will be included in the BND loan package.

Section 3.04 PAYMENT BY MEMBER ENTITIES. The Member Entities will each reimburse Garrison Diversion for their proportion of Local Project Costs, subject to the maximums identified in Exhibit B, plus any debt service and financing costs. Each Member Entity agrees and covenants to pay its pro rata share of each loan payment from legally available revenues. Each Member Entity will reimburse and pay to Garrison Diversion its pro rata percent of each loan payment at least 10 business days in advance of Garrison Diversion's loan payment due date. All payments made by Member Entities will be deemed to be made on behalf of LAWA and will meet the Member Entity's individual contribution requirements for Local Project Costs on behalf of LAWA. Member Entities do not have the authority to seek reimbursement from the other LAWA member entities for the funds they pay pursuant to this Series F Agreement, but the payments will be used to offset each Member Entity's contribution obligations when the funding responsibilities are trued-up amongst all Project participants under the future Garrison Diversion Water Supply Agreement and/or the LAWA and LAWA Members Water Supply Agreement, as the case may be. All Member Entities' and Garrison Diversion's advance payments on behalf of LAWA's members in this and past Interim Financing Agreements will be equitably reallocated to all participating LAWA member entities based upon their final nominations under the future Garrison Diversion Water Supply Agreement and/or the LAWA and LAWA Members Water Supply Agreement, as the case may be. The amount subject to reallocation will include Local Project Costs and prorated financing costs referenced in Section 3.03.

Section 3.05 REFUNDING. Member Entities agree that the funds they pay pursuant to this Series F Agreement are non-refundable in any and all cases except in the event Garrison Diversion does not award a contract for the construction of the infrastructure described in Exhibit A. If no construction contract is issued or if the Project is delayed indefinitely, as determined by Garrison Diversion and LAWA, Garrison Diversion will return any remaining unused funds remitted to Member Entities in proportion to the amounts each paid.

Section 3.06 PROJECT RISKS. The Parties acknowledge and agree that there are a number of risks, any or all of which could occur, that could have the effect of increasing the cost of the Project and/or delaying and/or terminating the Project. This includes, by way of illustration and not limitation, the following: (i) litigation; (ii) court order; (iii) changes in legislation affecting the Project, LAWA, and/or the Garrison Diversion; (iv) environmental risks; (v) increased labor costs or costs of materials; (vi) the need to obtain Federal approvals, Federal permits, or additional Federal environmental review; (vii) the Federal Government's decision regarding any permitting or approvals required for the Project; (viii) a change in the State of North Dakota's financial ability to fund its portion of the Project; (ix) climate change and variability; and (x) political interference at the local, state, federal, or tribal level. That said, any increase in the identified budgeted costs would require approval of the LAWA Board and Garrison Diversion.

Section 3.07 ASSIGNMENT. This Series F Agreement (and any interest herein or hereunder) may not be assigned, transferred, pledged, hypothecated, or encumbered without the prior written consent of the other Parties.

Section 3.08 MEMBER ENTITY PAYMENT COVENANT. Member Entity water rate increases shall not be required to be established or maintained by a Member Entity so long as the respective pro rata share of each loan payment attributed to that Member Entity is timely paid. If any such loan payment is not timely paid the Member Entity shall be obligated to establish and maintain rates, fees, and charges at a level to pay the respective pro rate share of each loan payment and any other obligations payable from water utility revenues. Failure to pay its pro rata share of each loan payment shall be deemed a default under this Series F Agreement ("Default"). Upon Default, Garrison Diversion or BND may exercise any remedy available at law or in equity.

ARTICLE IV. FINANCING AND INVOICING

Section 4.01 FINANCING ADMINISTRATION. Garrison Diversion will lead planning, design, construction, operation, and maintenance of the items that are subject to this Series F Agreement and approved pursuant to Section 2.04 of this Agreement. Garrison Diversion will advance funds for the initial work, subject to reimbursement from the State and LAWA through Member Entities. Member Entities will use whatever sources of funds are available to them to make payments, with no expectation that they will issue Debt Obligations.

Section 4.02 SEPARATE PROJECT FUND. Garrison Diversion has a Project Fund for the financial administration of the items that are subject to this Series F Agreement and approved pursuant to Section 2.04 of this Agreement. The Project Fund is a separate fund used by Garrison Diversion only to pay costs and expenses that, under accepted accounting practices, constitute costs necessarily incurred to construct the items that are subject to this Series F Agreement and approved pursuant to Section 2.04 of this Agreement, including but not limited to land, easements, buildings, structures, administration costs, office space, vehicle costs, and all other costs related to Project implementation, along with machinery and equipment, and the cost of all architectural, engineering, legal and other professional services, printing and publication, and other costs reasonable, necessary, and incidental thereto, including issuance costs as it relates to the work contemplated under this Series F Agreement.

Section 4.03 INVOICES AND PAYMENT. If any contractor invoices are due prior to the Bank of North Dakota loans being funded, Garrison Diversion will pay the contractor invoice and remit the same to Member Entities for payment of their respective share of each invoice. The amount included in invoices will not exceed the respective maximum amounts included in Exhibit B. Subject to any dispute by Member Entities, each will remit payment on an invoice for any undisputed balance within thirty (30) calendar days after receiving an invoice.

Section 4.04 DISPUTE. For the purposes of this Series F Financing Agreement only, and not for purposes of amendment of any past agreements, the following dispute resolution process will apply. If a Member Entity and/or LAWA disputes any portion of a Garrison Diversion invoice, any undisputed portion of the invoice must be paid within thirty (30) days of the receipt of invoice. For any portion of an invoice in dispute, the disputing party must provide an explanation in writing regarding the specific basis of the dispute. Garrison Diversion will review the explanation and provide a written response within thirty (30) days of the receipt of the disputing party's explanation. If the Parties' staff members are unable to help the Parties reach consensus, representatives of each Party will meet and negotiate, in good faith, to resolve the dispute, including to participate in mediation. If the dispute is not resolved through this good faith negotiation and/or mediation, then the disputing Member Entity(ies) and/or LAWA or Garrison Diversion may seek review and determination by court of competent jurisdiction to resolve the dispute.

Section 4.05 2021-2023 BIENNIUM CREDIT AGREEMENT. The Parties agree that the financing arrangements set forth in the 2021-2023 Biennium Credit Agreement shall remain in full force and effect. The Parties intend that the 2021-2023 Biennium Credit Agreement and the financing arrangements set forth in this Series F Agreement shall remain in effect until the Parties enter into the Garrison Diversion Water Supply Agreement and/or the LAWA and LAWA Members Water Supply Agreement or as otherwise agreed to in a future interim financing agreement. Provided, the 2021-2023 Biennium Credit Agreement shall remain in full force and effect until terminated in accordance with Section 2.07 of the 2021-2023 Biennium Credit Agreement. The parties agree that Bank of North Dakota's rights as a third-party beneficiary, as set forth in Section 3.01 of the 2021-2023 Biennium Credit Agreement, shall remain in full force and effect.

ARTICLE V. TERMINATION AND STAY

Section 5.01 TERM. This Series F Agreement will be valid through June 30, 2027, or until the funds authorized and approved hereunder are spent on the identified construction expenses, whichever occurs later, provided that any and all outstanding payments due and owing by Member Entities at the time of termination of this Series F Agreement, which have not been reallocated pursuant to further agreements and any associated long-term financing documents, will not be terminated but are subject to the payment terms of this Series F Agreement and upon such payment the Member Entities' responsibilities to make payments hereunder will terminate.

Section 5.02 TERMINATION BY MUTUAL AGREEMENT. The Parties may mutually agree, in writing, to terminate this Series F Agreement. Any and all payments due and owing by Member Entities at the time of termination of this Series F must be fully paid before the Member Entities' responsibility to make payments hereunder will terminate.

**ARTICLE VI.
MISCELLANEOUS**

Section 6.01 ENTIRE AGREEMENT. This Series F Agreement contains the entire and exclusive understanding of the Parties with respect to the subject matter thereof, and this Series F Agreement supersedes all prior agreements, understandings, statements, representations, and negotiations, in each case oral or written, between the Parties with respect to the subject matter of this Interim Financing Agreement Series F.

Section 6.02 NOTICE. All notices under this Series F Agreement will be in writing and: (a) delivered personally; (b) sent by certified mail, return receipt requested; (c) sent by a recognized overnight mail or courier service, with delivery receipt requested; or (d) sent by facsimile or email communication followed by a hard copy and with receipt confirmed by telephone or return receipt (in the case of email communication), to the following addresses:

If to Garrison Diversion: General Manager
Garrison Diversion Conservancy District Headquarters
P.O. Box 140
Carrington, ND 58421

If to LAWA: LAWA Board Chair and Brent Bogar
Lake Agassiz Water Authority
P.O. Box 140
Carrington, ND 58421

If to Carrington: Attn: City Auditor
103 10th Ave N
P.O. Box 501
Carrington, ND 58421

If to Cooperstown: Attn: City Auditor
611 9th St NE
P.O. Box 712
Cooperstown, ND 58425

If to Fargo: City Administrator
Fargo City Hall
225 4th St. N
Fargo, ND 58102

If to Grand Forks: City Administrator
Grand Forks City Hall
255 N 4th St.
Grand Forks, ND 58203

If to Hillsboro: Attn: City Auditor
9 South Main Street
P.O. Box 400
Hillsboro, ND 58045

If to Mayville:

Attn: City Auditor
21 1st St NE
Mayville, ND 58257

Section 6.03 GOVERNING LAW. This Series F Agreement shall be controlled by the laws of the State of North Dakota. Any action brought as a result of any claim, demand, or cause of action arising under the terms of this Series F Agreement shall be venued in Cass County in the State of North Dakota, and the Parties waive any objection to personal jurisdiction.

Section 6.04 SEVERABILITY. Each provision, section, sentence, clause, phrase, and word of this Series F Agreement is intended to be severable. If any provision, section, sentence, clause, phrase, and word hereof is held by a court with jurisdiction to be illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of this Series F Agreement.

Section 6.05 MODIFICATIONS. Any modifications or amendments to this Series F Agreement must be in writing and signed by all Parties to this Series F Agreement.

Section 6.06 BINDING EFFECT. This Series F Agreement shall be for the benefit of, and may be enforced only by, the Parties and is not for the benefit of, and may not be enforced by any third party.

Section 6.07 REPRESENTATION. The Parties, having been represented by counsel or having waived the right to counsel, have carefully read and understand the contents of this Series F Agreement, and agree they have not been influenced by any representations or statements made by any other parties.

Section 6.08 HEADINGS. Headings in this Series F Agreement are for convenience only and will not be used to interpret or construe its provisions.

Section 6.09 REPRESENTATION OF AUTHORITY. Each Party signing this Series F Agreement represents and warrants that he or she is duly authorized and has legal capacity to execute and deliver this Series F Agreement and that the Series F Agreement is a valid and legal agreement binding on such Party and enforceable in accordance with its terms.

Section 6.10 FORCE MAJEURE. A Party shall not be held responsible for any delay or failure in performance of any part of this Series F Agreement to the extent such delay or failure is caused by fire, flood, explosion, war, embargo, government requirement, civil or military authority, act of God, or other similar causes beyond its control and without the fault or negligence of the delayed or non-performing party. The affected Party will notify the other Parties in writing within ten (10) days after the beginning of any such cause that would affect its performance. Notwithstanding, if a Party's performance is delayed for a period exceeding thirty (30) days from the date the other Parties receive notice under this section, the non-affected Parties will have the right, without any liability to the other Parties, to terminate this Series F Agreement. Ongoing litigation and any construction injunction do not qualify as force majeure events.

Section 6.11 COUNTERPARTS; ELECTRONIC SIGNATURES. This Series F Agreement may be executed in two or more counterparts, each of which together shall be deemed an original, but all of which together shall constitute one and the same instrument. In the event that any signature is delivered through a provider such as DocuSign®, by facsimile transmission, or by e-mail delivery of a “.pdf” format data file, such signature shall create a valid and binding obligation of the Party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or “.pdf” signature page were an original thereof.

IN WITNESS WHEREOF, Garrison Diversion, LAWA, and Member Entities caused this Series F Agreement to be executed.

(Remainder of page intentionally left blank.)

Signature Page for the Garrison Diversion Conservancy District

The governing body of the Garrison Diversion Conservancy District approved this Series F Agreement on the _____ day of _____, 2025.

GARRISON DIVERSION
CONSERVANCY DISTRICT, a
governmental agency, body politic and
corporate

By: _____
Jay Anderson, Chair

ATTEST:

Secretary

Signature Page for the Lake Agassiz Water Authority

The governing body of the Lake Agassiz Water Authority approved this Series F Agreement on the _____ day of _____, 2025.

LAKE AGASSIZ WATER AUTHORITY, a
governmental agency, body politic and
corporate

By: _____
Dr. Timothy Mahoney, Chair

ATTEST:

Secretary

Signature Page for Carrington

The governing body of the City of Carrington approved this Series F Agreement on the ____ day of _____, 2025.

City of Carrington, a governmental agency,
body politic and corporate.

By: _____
Tom Erdmann, Mayor

ATTEST:

Jennifer Gast, City Auditor

Signature Page for Cooperstown

The governing body of the City of Cooperstown approved this Series F on the ____ day of _____, 2025.

City of Cooperstown, a governmental
agency, body politic and corporate.

By: _____
Paul Paintner, Mayor

ATTEST:

Christine Olson, City Auditor

Signature Page for the City of Fargo

The governing body of the City of Fargo approved this Series F Agreement on the _____ day
of _____, 2025.

City of Fargo, a governmental agency, body
politic and corporate

By: _____
Dr. Timothy Mahoney, Mayor

ATTEST:

Susan Thompson, Finance Director/Interim
City Auditor

Signature Page for the City of Grand Forks

The governing body of the City of Grand Forks approved this Series F Agreement on the _____
day of _____, 2025.

City of Grand Forks, a governmental
agency, body politic and corporate

By: _____
Brandon Bochenski, Mayor

ATTEST:

City Auditor

Signature Page for Hillsboro

The governing body of the City of Hillsboro approved this Series F Agreement on the ____ day of _____, 2025.

City of Hillsboro, a governmental agency,
body politic and corporate.

By: _____
Levi Reese, President of the Board of
City Commissioners

ATTEST:

Casey Eggermont, City Auditor

Signature Page for Mayville

The governing body of the City of Mayville approved this Series F Agreement on the ____ day
of _____, 2025.


City of Mayville, a governmental agency,
body politic and corporate.

By: _____
Karl Jorgenson, Mayor


ATTEST:

City Auditor


EXHIBIT A **2025-2027 Biennium Budget Features**

				2025 to 2027 Biennium Work Plan												September 2, 2025	
(\$273.33M Total Funding: \$0.00 Federal; \$205.00M State; \$68.33M Local Users)																	
No.	Scope of Work	Feature	Date Task Orders Auth	Note	2025-27 Blen ENDAWS Project Development Budget (mil \$)			2025-27 Biennium RRWVSP Project Development Budget (mil \$)			2025-27 Biennium RRWVSP Project Constr Budget (mil \$)						
					Total	Fed/Sta 75%	Local 25%	Total	State 75%	Local 25%	Total	State 75%	Local 25%				
1.	Garrison Diversion Conservancy District Budget Scope: Account for all costs for which Garrison Diversion is responsible and not included in other Task Orders listed here. Need: Budget allocation for GDCD direct costs associated with the Red River Valley Water Supply Project.	Garrison Diversion's costs for the RRWVSP.		GDCD				\$ 1.00	\$ 0.75	\$ 0.25							
2.	Property, Easements, and Crop Damage Payments Scope: Crop damage payments to landowners and easement costs. Need: Treat landowners right and live up to commitments.	Easements for Washburn transmission main. Pay for crop damages program wide.		Crp Dmg				\$ 1.82	\$ 1.37	\$ 0.46							
3.	Red River Valley Transmission Pipeline Contract 6B Scope: Pipeline installation, including construction phase engineering services by Engineer. Need: Continue progress of transmission pipeline installation for completion of RRWVSP by the target end date.	9.24 mi of 72" pi, including one 96" tunnel. Pipeline extends east from Contract 6A northeast of Kunsal to a termination point southeast of Glenfield.	Jul-25 Oct-25	Prof Svcs Const, 2028 Fin							\$ 6.24	\$ 4.68	\$ 1.56				
4.	Red River Valley Transmission Pipeline Contract 6C Scope: Pipeline installation, including construction phase engineering services by Engineer. Need: Continue progress of transmission pipeline installation for completion of RRWVSP by the target end date.	8.42 miles of 72" pi, including three 96" tunnels. Pipeline section extends east from Ct 6B near Glenfield to a termination point south of Sutton.	Jul-25 Oct-25	Prof Svcs Const, 2028 Fin							\$ 7.14	\$ 5.35	\$ 1.78				
5.	Red River Valley Transmission Pipeline Contract 7A Scope: Pipeline installation, including construction phase engineering services by Engineer. Need: Continue progress of transmission pipeline installation for completion of RRWVSP by the target end date.	6.51 mi of 72" pi, including three 96" tunnels. PI section extends east from Ct 6C near Sutton to a termination point south of Cooperstown.	Jul-25 Dec-25	Prof Svcs Const, 2028 Fin							\$ 5.83	\$ 4.37	\$ 1.46				
6.	McCluskey Facilities Final Design Services & Bidding Assist Scope: Final designs for McCluskey Intake Pumping Station, Biota WTP, and McCluskey Main Pumping Station. Need: Complete design so bids can be obtained for constructing the facilities.	165-cfs biota WTP, with chlorine and UV disinfection to meet NDPDES permit and FEIS requirements per Reclamation. Chloramines for residual disinfectant in pipeline.	Oct-25	Prof Svcs	\$ 15.00	\$ 11.25	\$ 3.75										
7.	MO River Pumping Sta, Trans Main, & Utilities Ext Ct 3 Scope: Final design, construction, and construction phase services for pumping station and transmission pi for Washburn. Need: Advance design, obtain bids, and construct new raw water supply for City of Washburn.	Raw water pumping station and transmission main from Missouri River Pumping Station to the City of Washburn water treatment plant.	Jan-26 Jan-27 Jan-27	Prof Svcs Prof Svcs Const				\$ 0.40	\$ 0.30	\$ 0.10							

RED RIVER VALLEY WATER SUPPLY PROJECT														2025 to 2027 Biennium Work Plan														September 2, 2025													
GARRISON COUNTY														(\$273.33M Total Funding: \$0.00 Federal; \$205.00M State; \$68.33M Local Users)														2025-27 Biennium RRVWSP Project Development Budget (mil \$)						2025-27 Biennium RRVWSP Project Constr Budget (mil \$) ^{1,2,3}							
														2025-27 Biennium RRVWSP Project Development Budget (mil \$)			2025-27 Biennium RRVWSP Project Constr Budget (mil \$)			2025-27 Biennium RRVWSP Project Development Budget (mil \$)			2025-27 Biennium RRVWSP Project Constr Budget (mil \$)																		
No.	Scope of Work	Feature	Date Task Orders Auth	Note	Total	Fed/Sta 75%	Local 25%	Total	State 75%	Local 25%	Total	State 75%	Local 25%																												
8.	McClusky Facilities Wetwell Excavation & Site Dev Ct 1 Scope: Construction and construction phase services for initial project at greenfield site. Need: Prepare site and ready it for future construction of the biota water treatment plant.	Access road improvements from Highway 200 north to the future biota water treatment plant site. Mass excavation of site and excavation of intake ps shaft.	Apr-26	Prof Svcs							\$ 1.20	\$ 0.90	\$ 0.30																												
			Apr-26	Const						\$ 12.00	\$ 9.00	\$ 3.00																													
9.	McClusky Facilities Intake, Tunnel, & Shaft Liner Ct 2 Scope: Final design services and bidding assistance for second construction project at the facilities site. Need: Complete specialty work ahead of the main biota water treatment plant construction.	Passive intake screens/structure on the McClusky Canal along with a 72" tunnel to the shaft/pumping station wetwell. Concrete shaft liner inside circular shaft excavated under Ct 1.	Jan-26	Prof Svcs	\$ 2.00	\$ 1.50	\$ 0.50																																		
				Prof Svcs																																					
10.	McClusky Facilities Utility Extensions Design Scope: Final design services and bidding assistance for power, natural gas, water utility extensions to the new sites. Need: There is no 3-phase power available at the site so one needs to be developed to supply power needs of new facility.	Electrical system design to support a new power supply to the biota water treatment plant and associated ps along with the new ground storage reservoirs site.	Jan-26	Prof Svcs	\$ 1.50	\$ 1.13	\$ 0.38																																		
11.	PMIS Annual Licenses & Continued Maint/Upgrades Scope: Annual software license renewal for expanded team and consulting support for training and configuration services. Need: Create greater efficiency and documentation for significant amount of construction related documents.	Vendor fees (e-Builder & DocuSign) for licenses of expanded team and consulting support for training of GCs/subs and workflow/report additions and mods.	Sep-25	Prof Svcs				\$ 0.69	\$ 0.52	\$ 0.17																															
12.	Program Management Support Scope: Overall program management, planning, budgeting, scheduling, and other support for Garrison Division. Need: Consulting services of a broad programmatic nature not included under project-specific design or construction TOs.	Overall planning, management, administration, scheduling, budgeting, coordination, meeting preparation/attendance, regulatory interface, reporting, etc.	Oct-25	Prof Svcs				\$ 0.75	\$ 0.56	\$ 0.19																															
13.	Project Participation Agreement Support Scope: User briefings and necessary support, including conceptual designs, to secure project commitments. Need: Define pipeline extensions to identify for users how and at what cost water will be delivered to their communities.	Size pipelines, pumping stations, channels, storage, etc. and other necessary infrastructure to deliver raw water to end users. Update CapEx estimates to reflect market.	Oct-25	Prof Svcs				\$ 2.00	\$ 1.50	\$ 0.50																															
14.	Operational Planning Phase 4 Scope: System modeling, evaluation, planning, and report development documenting results/findings/outcomes. Need: Finalize Garrison Division, State Water Commission, and USACE roles for system operation.	Refine details of diversions to/from Lake Ashtabula. Finalize stakeholder roles and responsibilities as it relates to system operation.	Oct-25	Prof Svcs				\$ 1.50	\$ 1.13	\$ 0.38																															



RED RIVER VALLEY
WATER SUPPLY PROJECT



Lake Agassiz
Water Authority

2025 to 2027 Biennium Work Plan

(\$273.33M Total Funding: \$0.00 Federal; \$205.00M State; \$68.33M Local Users)

No.

Scope of Work

Feature

Date Task Orders Auth

Note

2025-27 Bien ENDAWS Project Development Budget (mil \$)

Total

Fed/Sta 75%

Local 25%

2025-27 Biennium RRVWSP Project Development Budget (mil \$)

Total

State 75%

Local 25%

2025-27 Biennium RRVWSP Project Constr Budget (mil \$)^{1,2,3}

Total

State 75%

Local 25%

15.

Financial Planning Support

Scope: Continue to refine the financial model and provide scenarios as required to support users and the program.

Need: Accurate water bill estimates and affordability for customers are necessary to gain approval from users.

Contingency

Scope: A budget reserve for task order additions to professional services, construction, legal, real estate, etc. TOs.

Need: Address and pay for changes that are sure to occur.

Update financial models; address state loan and financing program changes; end user funding, financing, and cost-share analyses; continued funding and finance outreach.

Oct-25

Prof Svcs

\$ 0.60

\$ 0.45

\$ 0.15

Budget flexibility to adapt to work plan changes and to pay for construction change orders typically running from 3 to 5% of original construction costs at bid time.

N/A

GDGD

\$ 0.93

\$ 0.70

\$ 0.23

\$ 0.44

\$ 0.33

\$ 0.11

\$ 14.43

\$ 10.83

\$ 3.61

TOTAL PROGRAM BUDGET

\$ 19.43

\$ 14.57

\$ 4.86

\$ 9.20

\$ 6.90

\$ 2.30

\$ 244.70

\$ 183.53

\$ 61.18

Notes:

1. Construction costs include management, engineering services during construction, inspection, field quality control, and construction.

2. Projects indicated for construction funding in a given biennium will be shovel ready for construction at the start of the biennium.

3. Future capital costs are escalated to an anticipated midpoint of construction per Finance Team rates of 7, 6, 5, 5, and 3.5 percent per annum thereafter starting in 2022 with an anticipated 2032 finish. All future RRVWSP construction projects and costs are not shown.

4. Land services costs are the amount likely to be paid for real estate, easements, including bonus payments, crop damages, and field obstructions. Estimates include pipeline easements required for the Washburn transmission main and remaining easements on pipeline Contracts 1 through 4 in Sheridan and Wells Counties.

EXHIBIT B
Local Project Cost Distribution

Legislatively Approved State Grant: \$205,000,000 million

Local Cost Share Required: \$68,333,333.33 million

Local Cost Responsibility:

Series F - Loan Principal Allocation Summary		
Exhibit B		
12/11/2025		
Participants	Systems Allocation Percentage*	Series F - Total Principal
Carrington / Carrington JDA	0.8050%	\$ 550,049.22
Cooperstown	0.5183%	354,180.45
Hillsboro	1.1948%	816,473.55
Mayville	1.1948%	816,473.55
Grand Forks / East Grand Forks	17.1006%	11,685,397.37
Fargo / West Fargo / Cass Rural	79.1865%	54,110,759.18
Total	100.0000%	\$68,333,333.33

*Listed percentages have been rounded to the nearest ten thousand.



17

FARGO POLICE DEPARTMENT

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

OFFICE OF THE CHIEF

MEMORANDUM

COPY

To: City Commissioners

From: Chief David B. Zibolski

Date: December 31, 2025

RE: Memorandum of Agreement between the City of Fargo and the North Dakota Air National Guard for use of the Fargo Regional Training Center

Dear Commissioners,

The Fargo Police Department presents for City Commission approval and authorization of the Mayor's signature for the Memorandum of Agreement between the City of Fargo and the North Dakota Air National Guard (Agreement No. FB6341-25351-006) for use of the Fargo Regional Training Center (FRTC). The MOA establishes a five-year term beginning upon execution, with an option for one additional five-year renewal under the same terms and conditions. It outlines responsibilities for facility use, maintenance, liability, and financial arrangements, including annual payments of \$20,000 to the City of Fargo by the ND Air National Guard, billed quarterly, for a total not to exceed \$100,000 over the agreement period.

This agreement has been reviewed by the City Attorney, Ian McLean, who noted no issues. Upon approval, a fully executed copy will be provided to NDANG.

Recommended Motion: Approve the formal agreement between the City of Fargo and the North Dakota Air National Guard for use of the Fargo Regional Training Center with an initial five-year term with the option for one additional five-year renewal under the same terms and conditions.

Sincerely,

David B. Zibolski
Chief of Police

MEMORANDUM OF AGREEMENT
BETWEEN
THE CITY OF FARGO (FARGO)
AND
THE NORTH DAKOTA AIR NATIONAL GUARD (NDANG)
FOR
USE OF THE FARGO REGIONAL TRAINING CENTER (FRTC)
AGREEMENT NUMBER FB6341-25351-006

This is a Memorandum of Agreement (MOA) between the City of Fargo, North Dakota, a municipal corporation (hereinafter referred to as the "City"), and the North Dakota Air National Guard (hereinafter referred to as the "NDANG"). When referred to collectively, the City of Fargo and the NDANG are referred to as the "Parties".

1. BACKGROUND: The Fargo Regional Training Center ("Facility") shall be utilized by the NDANG for unit personnel weapons training and live fire events. The government intends to enter into a Memorandum of Agreement (MOA) for services that will consist of a total Period of Performance (POP) equaling five (5) years. It is further agreed that the City shall have an option to renew this Agreement for an additional term of five (5) years upon the same terms and conditions. No automatic renewal shall occur.

2. AUTHORITIES: 10 U.S.C. 2336; 10 USC 2679; Department of Defense Instruction 4000.19; National Guard Regulation 5-2; Air Force Instruction 25-201.

3. PURPOSE: This Agreement governs the terms under which the North Dakota Air National Guard ("NDANG") may use the Facility.

4. RESPONSIBILITIES OF THE PARTIES:

4.1. The CITY—

4.1.1. will provide the FRTC classrooms and range on Fridays, Saturdays, and Sundays of each 119th Wing Regularly Scheduled Drill (RSD).

4.1.2. will ensure that during the times outlined as use for the 119TH Wing that they will be the sole occupant of the facility, unless prior coordination is completed.

4.1.3. shall retain sole authority over all scheduling related to the use of the Facility, including but not limited to the firing range.

4.1.4. shall have exclusive scheduling priority, and NDANG's use of the Facility, outside of coordinated RSDs, shall be by prior written request and subject to City approval.

4.1.5. shall provide documentation of damages and estimated costs.

4.1.6. shall be responsible for general maintenance and upkeep of the building and the equipment therein, including system servicing, janitorial work, and general facility repairs.

4.1.7. shall provide appropriate containers within the Facility for garbage.

4.1.8. reserves the right to inspect the Facility following NDANG use.

4.2. The NDANG—

4.2.1 shall have unlimited use of the Facility, subject to availability, at no additional cost or consideration for such use.

4.2.2. shall be held financially responsible for any damage to the Facility or equipment therein caused by negligence or improper use by its personnel or contractors.

4.2.3. shall immediately report all damage or incidents to the Fargo Police Lieutenant in command of the Training and Development Unit.

4.2.4. shall reimburse the City for all costs associated with repair of the damage caused by NDANG's negligent or improper use.

4.2.5. shall be solely responsible for conducting appropriate vetting and background investigations of their members using the FRTC, to ensure that no individual prohibited by law from possessing or using firearms is permitted within the FRTC during its use.

4.2.6. shall leave the FRTC in clean condition. Extraordinary cleaning or maintenance costs due to excessive mess, damage, or failure to clean up will be assessed to the NDANG at the cost incurred for cleaning or maintenance services required.

4.2.7. shall ensure only certified instructors who have received training on range operation will conduct firearms training. A list of current authorized instructors will be maintained by the NDANG and available upon request by the City.

4.2.8. may include members of the North Dakota Army National Guard (NDARNG) in joint training at the FRTC.

4.2.9. shall not grant access or permit use of the facility to any other outside party, unit, or agency without the express written consent of the City. NDARNG members conducting joint training with the NDANG are exempt from this requirement.

4.2.10. shall not duplicate keys or access controls.

4.2.11. shall not use shotguns on the range.

4.3. Both Parties will—

4.3.1. Assume its own liability for any and all claims of any nature, including, but not limited to, costs, expenses, and attorney fees which in any manner result from or arise out of this agreement. Nothing in this agreement, expressed or implied, is intended to, or shall confer upon, any person other than the parties, any rights, benefits, or remedies of any nature whatsoever under or by reason of this agreement. The North Dakota National Guard is an agency of the United States Government and is self-insured, as are all Federal agencies under the Federal Torts Claim Act (FTCA). The United States to include the North Dakota National Guard is liable for the negligence of its officers and employees in the same manner and to the same extent as a private individual under like circumstances in accordance with the laws of the place where the act or omission giving rise to the tort occurred under the provision of the Federal Tort Claims Act (28 U.S.C. §§ 2671 through 2674). United States governmental agencies are not authorized to purchase commercial insurance and are prohibited by the Anti-Deficiency Act (31 U.S.C. § 1341) from executing indemnification agreements. Note: Under the FTCA, the federal government acts as a self-insurer, and recognizes liability for the negligent or wrongful acts or omissions of its employees acting within the scope of their official duties. The United States is liable to the same extent an individual would be in like circumstances. The statute substitutes the United States as the defendant in such a suit and the United States—not the individual employee—bears any resulting liability.

4.3.2. Maintain insurance from an insurance company, government self-insurance pool or government self-retention fund authorized to do business in North Dakota which has liability limits of \$468,750 per person and \$1,875,000 per occurrence.

4.3.2. Comply with the terms of this agreement.

5. PERSONNEL: Each party is responsible for supervision and management of its personnel.

6. GENERAL PROVISIONS:

6.1. POINTS OF CONTACT: The following points of contact will be used by the Parties to communicate in matters concerning this MOA. Each Party may change its POC upon reasonable notice to the other Party.

6.1.1. For the City—

6.1.1.1 Primary POC: Junell Krabbenhoft, Lieutenant, Fargo Police Department, (701) 241-1421, JKrabbenhoft@FargoND.gov

6.1.1.2. Alternate POC: Troy Hannig, Captain, Fargo Police Department, (701) 241-1409, THannig@FargoND.gov

6.1.2. For the NDANG—

6.1.2.1. Primary POC: Kristopher Jacobs, Major, Commander, 119th Security Forces Squadron, (701) 451-2287, kristopher.jacobs@us.af.mil

6.1.2.2. Alternate POC: Richard Gladue, CMSgt, Senior Enlisted Leader, 119th Security Forces Squadron, (701) 451-2280, richard.gladue@us.af.mil

6.2. CORRESPONDENCE: All correspondence to be sent and notices to be given pursuant to this MOA will be addressed, if to the City, to—

6.2.1. 105 25th St N, Fargo, ND 58102.

and, if to the NDANG, to—

6.2.2. 1400 32nd Ave N, Fargo, ND 58102.

or as may from time to time be directed by the Parties

6.3. REVIEW OF AGREEMENT. This MOA will be reviewed on or around the anniversary of its effective date annually for financial impacts; if there are substantial changes in resource requirements, the agreement will be reviewed in its entirety.

6.4. MODIFICATION OF MOA: This MOA may only be modified by the written agreement of the Parties, duly signed by their authorized representatives.

6.5. DISPUTES: Any disputes relating to this MOA will, subject to any applicable law, Executive Order, or DoD issuance, be resolved by consultation between the Parties.

6.6. TERMINATION FOR CAUSE: Either party may terminate this MOA in the event of a material breach by the other party, provided that written notice of the breach is given and the breaching party is afforded thirty (30) days to cure. If the breach is not cured within the specified period, the MOA may be terminated upon written notice.

6.7. TERMINATION FOR CONVENIENCE: Either party may terminate this Agreement without cause by providing no less than one hundred eighty (180) days' written notice. Termination without cause should be based on substantial justification, including but not limited to unforeseen facility maintenance costs, operational infeasibility, or budgetary constraints.

6.7. TRANSFERABILITY: This MOA is not transferable except with the written consent of the Parties.

6.8. ENTIRE AGREEMENT: It is expressly understood and agreed that this MOA embodies the entire agreement between the Parties regarding the MOA's subject matter, thereby merging and superseding all prior agreements and representations by the Parties with respect to such subject matter.

6.9. EFFECTIVE DATE: This MOA takes effect beginning on the day after the last Party signs.

6.10. EXPIRATION DATE: This MOA expires on 30 September 2030.

6.11. NO THIRD-PARTY BENEFICIARIES: Nothing in this MOA, expressed or implied, is intended to give to, or will be construed to confer upon, any person not a party any remedy or claim under or by reason of this MOA and this MOA will be for the sole and exclusive benefit of the Parties.

6.13. SEVERABILITY: If any term, provision, or condition of this MOA is held to be invalid, void, or unenforceable by a governmental authority and such holding is not or cannot be

appealed further, then such invalid, void, or unenforceable term, provision, or condition shall be deemed severed from this MOA and all remaining terms, provisions, and conditions of this MOA shall continue in full force and effect. The Parties shall endeavor in good faith to replace such invalid, void, or unenforceable terms, provision, or condition with valid and enforceable terms, provisions, or conditions which achieve the purpose intended by the Parties to the greatest extent permitted by law.

6.14. OTHER FEDERAL AGENCIES. This MOA does not bind any federal agency, other than the Parties, nor waive required compliance with any law or regulation.

6.15. RECORDING: The Parties shall, upon request, execute a short-form memorandum of lease suitable for recording.

7. FINANCIAL DETAILS.

7.1. AVAILABILITY OF FUNDS: This MOA does not document the obligation of funds between the Parties. The obligation of funds by the Parties, resulting from this MOA, is subject to the availability of funds pursuant to the DoD Financial Management Regulation. No provision in the MOA will be interpreted to require obligation or payment of funds in violation of the Anti-Deficiency Act, Section 1341 of Title 31, United States Code.

7.2. BILLING. The City will bill the NDANG on a quarterly basis in accordance with the procedures of the Billing Party. A record of the transaction will be sent to the NDANG within 30 calendar days after the quarter in which the transaction occurred.

7.3. PAYMENT OF BILLS. The NDANG paying office will forward payments, with a copy of billed invoices, to the City within 30 calendar days of the date of the invoice. Bills rendered will not be subject to audit in advance of payment.

7.4. FINANCIAL SPECIFICS. Annual costs of \$20,000/\$5,000 increments paid at the end of each quarter not to exceed \$100,000 for the MOA period. Advanced payment is not authorized.

8. LIST OF ATTACHMENTS. None

APPROVED:

FOR THE NDANG—

FOR THE CITY—



Digitally signed by
HELTEN.PAUL.ROBERT.114615
6750
Date: 2025.12.19 08:24:57 -06'00'

PAUL R. HELTEN
COL, NGB
USPFO

19DEC2025

(Date)

Dr. Timothy Mahoney
Mayor
City of Fargo

(Date)

COPY

Mid-Point Review Due Date: 31 March 2028

Mid-Point Review completed by: _____

Signature and Name of Reviewer: _____



**PUBLIC
WORKS**

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

January 14, 2026

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

RE: 2026 (5) Police Department Replacement Vehicles (PBC26067)

Commissioners:

The review committee, consisting of Assistant Chief Stefonowicz, Ben Dow, and Tom Ganje evaluated ND State Contract 376, ND Spec SSP7-7. This North Dakota Specification is a cooperative purchasing contract established pursuant to North Dakota Century Code (NDCC) sections 54-44.4-13. Funding for this project is included in the 2026 Vehicle Replacement budget.

The results are as follows:

<u>Model</u>	<u>Unit Cost</u>
Police Interceptors	\$231,659.60

Using the State Contract for vehicle purchasing has been very successful for the City of Fargo. We have been able to capitalize on significant cost savings over purchasing from the dealer networks.

SUGGESTED MOTION:


Approve the purchase of five (5) Ford Police Interceptors from Nelsons Auto Center totaling \$231,659.60. (PBC26067)

Respectfully Submitted,

Tom Ganje
Fleet Purchasing Manager



PIGGYBACK PURCHASE REQUEST FORM (PBC)

Requested by:	Tom Ganje	Department:	Police Department
Date of Request:	1/12/2026	Phone Number:	701-241-1460
E-mail:	tganje@fargond.gov		
Dept Head Signature:		Estimated Amount of Purchase:	\$231,659.60

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:

(5) 2026 Ford Police Interceptors

Provide source of existing State contract and Contract number:

Nd State Contract #376

Is a Vendor contract required? Yes ☐ No ☐

Vendor Name: Nelson Auto Center

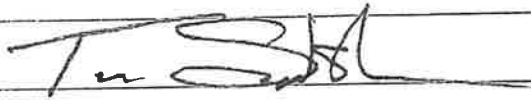
Address: 2228 College Way

City: Fergus Falls State: MN Zip Code: 56538-0338

Contact Person: Melissa Larson Title: Sales

Telephone: 218-998-8865 Email: mlarson@nelsonfleet.com

Purchasing Manager Approval:



Piggyback (PBC) Number: PBC26067



FLEET DEPARTMENT
 2228 COLLEGE WAY, PO BOX 338
 FERGUS FALLS, MN 56538-0338
 PHONE: 218-998-8865
 TOLL FREE: 800-477-3013 EXT. 8865
mlarson@nelsonfleet.com

VEHICLE	QUOTE	NUMBER	F SSP7-7 Gas
Sold To: Fargo, ND, City of Attn: Tom Ganje Address: 402 23rd St N Fargo, ND 58102		Date: 1/9/2026 Phone: 701-241-1460 FAX: 701-298-6971 Salesperson: Melissa Larson 0	Key Code:

Stock No:	Year	Make	Model	New/Used	Vehicle ID Number
SSP7-7 Gas	2026	Ford	Police Interceptor Gas	New	
			Color: Black		

Price of Vehicle: *Per ND Spec: SSP7-7 Gas* **\$45,930.00**

Options & Extras: **\$401.92**

19K AGM Battery	Now Standard
59D Keyed Alike - 0135X	\$48.41
60A Grille LED Lights, Siren, & Speaker Pre-wiring	Now Standard
63B Side Marker LED Lights	\$474.83
85R Rear Console Mounting Plate	\$57.68
87M Rearview Camera in Upper Left Corner of Display Scree	\$0.00
18D Global Unlock	\$0.00
61B OBD II Connector	Now Standard
Credit for Removal of 41H Block Heater	(\$179.00)

Delivery Included

\$46,331.92

Trade - In:

Total Cash Price:

Terms: Net 30 days

QUANTITY OF 5

\$46,331.92 Each
\$231,659.60 TOTAL
376

Your Purchase Order #

Project #

Thanks for your business!

Ship To / Lessee / End User: Fargo, ND, City of
Attn: Tom Ganje
 Central Garage
Address: 402 23rd St N
 Fargo, ND 58102

FAX: 701-298-6971
Phone: 701-241-1460
email: tganje@fargond.gov

Signed: _____

Printed Name: _____

Date: _____



**PUBLIC
WORKS**

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

January 14, 2026

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

RE: 2026 Water Mains and Hydrants Dump Truck Chassis (PBC26068)

Commissioners:

The review committee, consisting of Ben Dow and Tom Ganje, evaluated North Dakota State Contract 378. This North Dakota Specification is a cooperative purchasing contract established pursuant to North Dakota Century Code (NDCC) sections 54-44.4-13. Funding for this project is included in the 2026 Mains and Hydrants budget.

The results are as follows:


<u>Model</u>	<u>Unit Cost</u>
2026 HV607 SBA Chassis	\$127,995.00

Using the State Contract for vehicle purchasing has been very successful for the City of Fargo. By leveraging this contract, we have been able to secure significant cost savings compared to purchasing directly from dealer networks.

SUGGESTED MOTION:


Move to approve the purchase of one (1) 2026 HV607 SBA Chassis from Nelson's International/North Central INTL LLC totaling \$127,995.00.(PBC26068)

Respectfully Submitted,


Tom Ganje
Fleet Purchasing Manager



PIGGYBACK PURCHASE REQUEST FORM (PBC)

Requested by:	Tom Ganje	Department:	Mains and Hydrants
Date of Request:	1/6/2025	Phone Number:	701-241-1460
E-mail:	tganje@fargond.gov		
Dept Head Signature:		Estimated Amount of Purchase:	\$127,995.00

Piggyback Purchase from a State or Cooperative Contract Requirement:

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

Product or Service description:

2026 HV607 SBA (HV607)

Provide source of existing State contract and Contract number:

ND State Contract # 378

Is a Vendor contract required? Yes ☐ No ☐

Vendor Name: North Central INTL LLC

Address: PO Box 993

City: Willmar State: MN Zip Code: 5620 10993

Contact Person: Greg Barsgard Title: Sales

Telephone: 701-282-2817 Email: Greg.Barsgard@north Centralintl.com

Purchasing Manager Approval:



Piggyback (PBC) Number:

PBC26068

INTERNATIONAL

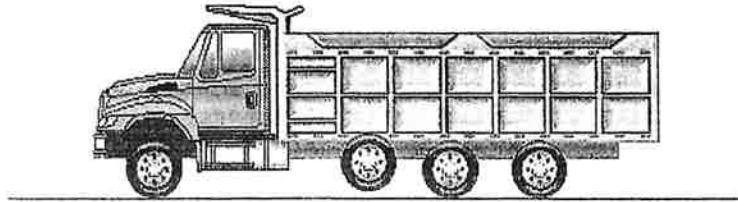
*"North Dakota State Contract
#378"*

December 29, 2025

Prepared For:
City of Fargo
TOM GANJE
402 23rd St. N
Fargo, ND 58102-4114
(701)241 - 1460
Reference ID: CITY FARGO-PSHR

Presented By:
NORTH CENTRAL INTL LLC
Greg Barsgard
PO BOX 993
WILLMAR MN 562010993
701-282-2817

Thank you for the opportunity to provide you with the following quotation on a new International truck. I am sure the following detailed specification will meet your operational requirements, and I look forward to serving your business needs.



Model Profile
2026 HV607 SBA (HV607)

AXLE CONFIG:	6X4
APPLICATION:	Construction Dump
MISSION:	Requested GVWR: 54000. Calc. GVWR: 68000. Calc. GCWR: 80000 Calc. Start / Grade Ability: 23.47% / 2.75% @ 55 MPH Calc. Geared Speed: 70.6 MPH
DIMENSION:	Wheelbase: 201.00, CA: 133.90, Axle to Frame: 75.00
ENGINE, DIESEL:	{Cummins L9 360} EPA 2024, 360HP @ 2200 RPM, 1150 lb-ft Torque @ 1200 RPM, 2200 RPM Governed Speed, 359 Peak HP (Max)
TRANSMISSION, AUTOMATIC:	{Allison 3000 RDS} 6th Generation Controls, Close Ratio, 6-Speed with Double Overdrive, with PTO Provision, Less Retarder, Includes Oil Level Sensor, with 80,000-lb GVW and GCW Max, On/Off Highway
CLUTCH:	Omit Item (Clutch & Control)
AXLE, FRONT NON-DRIVING:	{Dana Spicer D-2000W} Wide Track, I-Beam Type, 18,000-lb Capacity
AXLE, REAR, TANDEM:	{Meritor MT-40-14X-4DER} Single Reduction, 40,000-lb Capacity, .433"(11mm) Wall Housing Thickness, Driver Controlled Locking Differential in Rear-Rear Axle, R Wheel Ends Gear Ratio: 5.86
CAB:	Conventional, Day Cab
TIRE, FRONT:	(2) 385/65R22.5 Load Range L HAC 3 (CONTINENTAL), 479 rev/mile, 68 MPH, All-Position
TIRE, REAR:	(8) 11R22.5 Load Range H HDR2+ (CONTINENTAL), 491 rev/mile, 75 MPH, Drive
SUSPENSION, REAR, TANDEM:	{Hendrickson HMX EX 400} Walking Beam, 40,000-lb Capacity, 54" Axle Spacing, Rubber Springs, with Transverse Torque Rods, Rubber End Bushings
PAINT:	Cab schematic 100WL Location 1: 4421, School Bus Yellow (Std) Chassis schematic N/A

INTERNATIONAL

Vehicle Specifications
2026 HV607 SBA (HV607)

December 29, 2025

<u>Code</u>	<u>Description</u>	<u>F/R Wt</u> (lbs)	<u>Tot Wt</u> (lbs)
HV60700	Base Chassis, Model HV607 SBA with 201.00 Wheelbase, 133.90 CA, and 75.00 Axle to Frame.	6136/3544	9680
1570	TOW HOOK, FRONT (2) Frame Mounted	8/0	8
1AND	AXLE CONFIGURATION 6x4	0/0	0
	<u>Notes</u> : Pricing may change if axle configuration is changed.		
1CGE	FRAME RAILS Heat Treated Alloy Steel (125,000 PSI Yield); 11.25" x 4.00" x 0.500" (285.75mm x 101.6mm x 12.7mm); 480.8" (1221.2mm) Maximum OAL	315/646	961
1LLA	BUMPER, FRONT Swept Back, Steel, Heavy Duty	0/0	0
1WGX	WHEELBASE RANGE 169" (430cm) Through and Including 219" (555cm)	418/418	0
2AYK	AXLE, FRONT NON-DRIVING (Dana Spicer D-2000W) Wide Track, I-Beam Type, 18,000-lb Capacity	201/0	201
	<u>Notes</u> : Axle Lead Time is 62 Days		
3ADG	SUSPENSION, FRONT, SPRING Parabolic Taper Leaf, Shackle Type, 18,000-lb Capacity, with Shock Absorbers	44/0	44
4091	BRAKE SYSTEM, AIR Dual System for Straight Truck Applications	0/0	0
	<u>Includes</u> : BRAKE LINES Color and Size Coded Nylon : DRAIN VALVE Twist-Type : GAUGE, AIR PRESSURE (2) Air 1 and Air 2 Gauges; Located In Instrument Cluster : PARKING BRAKE CONTROL Yellow Knob, Located on Instrument Panel : PARKING BRAKE VALVE For Truck : QUICK RELEASE VALVE On Rear Axle for Spring Brake Release: 1 for 4x2, 2 for 6x4 : SPRING BRAKE MODULATOR VALVE R-7 for 4x2, SR-7 with relay valve for 6x4/8x6		
4619	TRAILER CONNECTIONS Four-Wheel, with Hand Control Valve and Tractor Protection Valve, for Straight Truck	2/0	2
	<u>Notes</u> : When electronic stability control is ordered with trailer connections on a 4x2 truck, please check the operator manual for trailer weight restrictions.		
4677	TRAILER HOSES Glad Hands for Four-Wheel Connections, Temporarily Mounted with Bulkhead Connectors on End of Frame, Includes Additional Hosing and Dummy Glad Hands	0/16	16
4722	DRAIN VALVE (Bendix DV-2) Automatic, with Heater, for Air Tank	1/0	1
4AZA	AIR BRAKE ABS (Bendix AntiLock Brake System) 4-Channel (4 Sensor/4 Modulator) Full Vehicle Wheel Control System	0/0	0
4EBD	AIR DRYER (Wabco System Saver 1200) with Heater	8/3	11
4GBM	BRAKE, PARKING Manual Push-Pull Pneumatic Parking Brake	1/0	1
4JBR	BRAKES, PUSHER AXLE Air S-Cam Type, 15" x 4.0", Includes MGM 20 Sq.In. Brake Chambers, Furnished with One Pusher Lift Axle	0/0	0
4SPA	AIR COMPRESSOR (Cummins) 18.7 CFM	0/0	0

INTERNATIONAL

Vehicle Specifications
2026 HV607 SBA (HV607)

December 29, 2025

<u>Code</u>	<u>Description</u>	<u>F/R Wt</u> (lbs)	<u>Tot Wt</u> (lbs)
4VGN	AIR TANK Painted Aluminum, with Straight Thread O-Ring Ports	-13/-3	-16
4VKC	AIR DRYER LOCATION Mounted Inside Left Rail, Back of Cab	15/6	21
4WJM	DUST SHIELDS, FRONT BRAKE Pad and Rotor, with Air Disc Brakes	7/0	7
4XGC	AIR TANK LOCATION (2) Stacked, Outside Right Rail, Back of Cab, Perpendicular to Rail	2/20	22
4XCJ	BRAKES, FRONT {Bendix Spicer ADB22X} Air Disc Type, Extended Service, Size 22.5", 23,000-lb Capacity	0/0	0
4XCK	BRAKES, REAR {Bendix Spicer ADB22X} Air Disc Type, Extended Service, Size 22.5", 26,000-lb Capacity per Axle	0/0	0
4XDX	BRAKE CHAMBERS, FRONT AXLE 20 SqIn, for Air Disc Brakes	1/0	1
4XEA	BRAKE CHAMBERS, REAR AXLE 18/24 SqIn Spring Brake, Double Diaphragm, for Air Disc Brakes	0/0	0
4XEE	PARK BRAKE CHAMBERS, ADDITIONAL (2) Spring Brake Type	0/60	60
5708	STEERING COLUMN Tilting	14/1	15
5CAW	STEERING WHEEL 4-Spoke; 18" Dia., Black	0/0	0
5PTB	STEERING GEAR (2) {Sheppard M100/M80} Dual Power	102/-6	96
6DGT	DRIVELINE SYSTEM {Dana Spicer} SPL170 Main Driveline with SPL170 Interaxle Shaft, for 6x4	6/32	38
7BEU	AFTERTREATMENT COVER Aluminum	9/2	11
7BLW	EXHAUST SYSTEM Horizontal Aftertreatment System, Frame Mounted Right Side Under Cab, for Single Vertical Tail Pipe, Frame Mounted Right Side Back of Cab	140/37	177
7WBA	TAIL PIPE (1) Turnback Type, Bright	6/3	9
7WBS	MUFFLER/TAIL PIPE GUARD (1) Bright Stainless Steel	16/9	25
7WCR	EXHAUST HEIGHT 10' 11"	19/11	30
7WZY	SWITCH, FOR EXHAUST 2 Position, Lighted & Latching, On/Off Type, Mounted in IP, Inhibits Diesel Particulate Filter Regeneration as Long as Switch is in On Position	2/0	2
8000	ELECTRICAL SYSTEM 12-Volt, Standard Equipment	0/0	0
	<u>Includes</u>		
	: DATA LINK CONNECTOR For Vehicle Programming and Diagnostics In Cab		
	: HAZARD SWITCH Push On/Push Off, Located on Instrument Panel to Right of Steering Wheel		
	: HEADLIGHT DIMMER SWITCH Integral with Turn Signal Lever		
	: PARKING LIGHT Integral with Front Turn Signal and Rear Tail Light		
	: STARTER SWITCH Electric, Key Operated		
	: STOP, TURN, TAIL & B/U LIGHTS Dual, Rear, Combination with Reflector		
	: TURN SIGNAL SWITCH Self-Cancelling for Trucks, Manual Cancelling for Tractors, with Lane Change Feature		
	: WINDSHIELD WIPER SWITCH 2-Speed with Wash and Intermittent Feature (5 Pre-Set Delays), Integral with Turn Signal Lever		
	: WINDSHIELD WIPERS Single Motor, Electric, Cowl Mounted		
	: WIRING, CHASSIS Color Coded and Continuously Numbered		
8541	HORN, ELECTRIC (2) Disc Style	1/0	1

INTERNATIONAL

Vehicle Specifications
2026 HV607 SBA (HV607)

December 29, 2025

<u>Code</u>	<u>Description</u>	<u>F/R Wt</u> (lbs)	<u>Tot Wt</u> (lbs)
8899	JUMP START STUD (2) 12V, Remote Mounted	1/0	1
8GXJ	ALTERNATOR {Leece-Neville AV1160P2013} Brush Type, 12 Volt, 160 Amp Capacity, Pad Mount	0/0	0
8HAB	BODY BUILDER WIRING Back of Day Cab at Left Frame or Under Sleeper, Extended or Crew Cab at Left Frame; Includes Sealed Connectors for Tail/Amber Turn/Marker/ Backup/Accessory Power/Ground and Sealed Connector for Stop/Turn	2/0	2
8MMZ	BATTERY SYSTEM {Fleetrite AGM-GP31} Maintenance-Free, (3) AGM 12-Volt 2475CCA Total, Top Threaded Stud	58/48	106
8REA	2-WAY RADIO Wiring Effects; Wiring with 20 Amp Fuse Protection, Includes Ignition Wire with 5 Amp Fuse, Wire Ends Heat Shrink and 10' Coil Taped to Base Harness	2/0	2
8RMV	SPEAKERS (2) 6.5" Dual Cone Mounted in Doors	0/0	0
8RPB	RADIO, STEERING WHEEL CONTROLS Mounted in Steering Wheel, Radio Function Control Switch, Includes Volume Up/Down, Mute, Forward/Back and Bluetooth Answer/Disconnect	9/1	10
8RPR	ANTENNA for Increased Roof Clearance Applications	1/0	1
8RPS	RADIO AM/FM/WB/Clock/Bluetooth/USB Input/Auxiliary Input	3/0	3
8THB	BACK-UP ALARM Electric, 102 dBA	0/3	3
8TMG	TRAILER CONNECTION SOCKET {Phillips} 7-Way, Mounted at Rear of Frame, Wired for Turn Signals Combined with Stop, Compatible with Trailers with Combined Stop, Tail, Turn Lamps	0/7	7
8WCK	POWER SOURCE, TERMINAL TYPE 2-Post	1/0	1
8WPH	CLEARANCE/MARKER LIGHTS (5) {Truck Lite} Amber LED Lights, Flush Mounted on Cab or Sunshade	0/0	0
8WPZ	TEST EXTERIOR LIGHTS Pre-Trip Inspection will Cycle all Exterior Lamps Except Back-up Lights	0/0	0
8WRB	HEADLIGHTS ON W/WIPERS Headlights Will Automatically Turn On if Windshield Wipers are Turned On	0/0	0
8WWJ	INDICATOR, LOW COOLANT LEVEL with Audible Alarm	0/0	0
8WXB	HEADLIGHT WARNING BUZZER Sounds When Head Light Switch is on and Ignition Switch is in "Off" Position	0/0	0
8WXG	STARTING MOTOR {Mitsubishi Electric Automotive America 105P} 12-Volt, with Soft-Start	10/0	10
8XAH	CIRCUIT BREAKERS Manual-Reset (Main Panel) SAE Type III with Trip Indicators, Replaces All Fuses	0/0	0
8XDZ	BATTERY BOX Steel, 2-3 Battery Capacity, Mounted Inside the Cab, Under Passenger Seat	-26/10	-16
8XGT	TURN SIGNALS, FRONT Includes LED Side Turn Lights Mounted on Fender	0/0	0
8XHD	BATTERY DISCONNECT SWITCH 300 Amp, Disconnects Charging Circuits, Locks with Padlock, Cab Mounted	2/0	2
8XHN	HORN, AIR Single Trumpet, Black, with Lanyard Pull Cord	3/0	3

INTERNATIONAL

Vehicle Specifications
2026 HV607 SBA (HV607)

December 29, 2025

<u>Code</u>	<u>Description</u>	<u>F/R Wt</u> (lbs)	<u>Tot Wt</u> (lbs)
8XHX	SWITCH, MARKER INTERRUPT for Marker Lights and Headlights, Located in Steering Wheel	0/0	0
8XMB	CONNECTOR, DASH, CENTER PANEL Cab Wiring for TMC RP1226 Vehicle Accessory Connector; Includes 14-pin Connector with Switched Power, Battery Power, Ignition Power, Ground & Body 250K Datalink, Connector Located Behind Instrument Panel Center Console	3/0	3
8XNY	HEADLIGHTS Halogen	0/0	0
8XPK	POWER SOURCE, ADDITIONAL Auxiliary Power Outlet (APO) with USB-A Port and USB-C Port, Located in the Instrument Panel	0/0	0
9585	FENDER EXTENSIONS Rubber	6/0	6
9AAB	LOGOS EXTERIOR Model Badges	0/0	0
9AAE	LOGOS EXTERIOR, ENGINE Badges	0/0	0
9HAN	INSULATION, UNDER HOOD for Sound Abatement	10/0	10
9HBM	GRILLE Stationary, Chrome	0/0	0
9HBN	INSULATION, SPLASH PANELS for Sound Abatement	2/0	2
9WAC	BUG SCREEN Mounted Behind Grille	5/0	5
9WBC	FRONT END Tilting, Fiberglass, with Three Piece Construction, for WorkStar/HV	0/0	0
10060	PAINT SCHEMATIC, PT-1 Single Color, Design 100	0/0	0
	<u>Includes</u> : PAINT SCHEMATIC ID LETTERS "WL"		
10761	PAINT TYPE Base Coat/Clear Coat, 1-2 Tone	0/0	0
10AGB	CONNECTED PLATFORM Includes Connectivity Module and Five Year Data Plan	1/0	1
10BAE	LABEL, DEF "DEF ONLY"	0/0	0
10UAV	VEHICLE REGISTRATION IDENTITY ID for Non-CARB Omnibus and/or Non-ACT Adopting State or Exempt Vehicle. Not for use on vehicles registering in CA. Contains non-mitigated legacy engine & cannot be registered in CA unless exempt. You may be held liable under state law for failure to properly register vehicle.	0/0	0
	<u>Notes</u> : CANNOT BE REGISTERED IN CA. For vehicles that will be registered in States other than CA.		
10WCY	SAFETY TRIANGLES	6/0	6
10WKK	KEYS - ALL ALIKE, ID I-0608 Compatible with Z-100	0/0	0
10WWP	MUD FLAPS, FRONT WHEELS (2) Rubber, Mounted on Fender Extension, for Tire Size 425/445	3/0	3
10XBU	SPECIAL RATING, GVWR Limited to 68,000-lb GVWR	0/0	0
11001	CLUTCH Omit Item (Clutch & Control)	0/0	0
12703	ANTI-FREEZE Red, Extended Life Coolant; To -40 Degrees F/ -40 Degrees C, Freeze Protection	0/0	0
12849	BLOCK HEATER, ENGINE 120V/1000W, for Cummins ISB/B6.7/SL/L9 Engines	3/0	3
	<u>Includes</u>		

INTERNATIONAL

Vehicle Specifications
2026 HV607 SBA (HV607)

December 29, 2025

<u>Code</u>	<u>Description</u>	<u>F/R Wt</u> (lbs)	<u>Tot Wt</u> (lbs)
	: BLOCK HEATER SOCKET Receptacle Type; Mounted below Drivers Door		
12EYZ	ENGINE, DIESEL (Cummins L9 360) EPA 2024, 360HP @ 2200 RPM, 1150 lb-ft Torque @ 1200 RPM, 2200 RPM Governed Speed, 359 Peak HP (Max)	556/8	564
12THT	FAN DRIVE (Horton Drivemaster) Two-Speed Type, Direct Drive, with Residual Torque Device for Disengaged Fan Speed	0/0	0
	<u>Includes</u> : FAN Nylon		
12UWY	RADIATOR Aluminum, Cross Flow, Front to Back System, 1228 SqIn, with 1167 SqIn Charge Air Cooler	0/0	0
	<u>Includes</u> : DEAERATION SYSTEM with Surge Tank : HOSE CLAMPS, RADIATOR HOSES Gates Shrink Band Type; Thermoplastic Coolant Hose Clamps : RADIATOR HOSES Premium, Rubber		
12VAG	AIR CLEANER Single Element, with Integral Snow Valve and In-Cab Control	2/0	2
12VKL	EMISSION, CALENDAR YEAR (Cummins L9) EPA, OBD and GHG Certified for Calendar Year 2026	0/0	0
12VXT	THROTTLE, HAND CONTROL Engine Speed Control; Electronic, Stationary, Variable Speed; Mounted on Steering Wheel	0/0	0
12VYP	ENGINE CONTROL, REMOTE MOUNTED No Provision for Remote Mounted Engine Control	0/0	0
12WBR	FAN OVERRIDE Manual; with Electric Switch on Instrument Panel, (Fan On with Switch On)	0/0	0
12WVH	EPA IDLE COMPLIANCE Low NOx Idle Engine, Complies with EPA Clean Air Regulations; Includes "Certified Clean Idle" Decal on Door	0/0	0
12WZE	CARB IDLE COMPLIANCE Does Not Comply with California Clean Air Idle Regulations	0/0	0
12XCS	CARB EMISSION WARR COMPLIANCE Does Not Comply with CARB Emission Warranty	0/0	0
13BCS	TRANSMISSION, AUTOMATIC (Allison 3000 RDS) 6th Generation Controls, Close Ratio, 6-Speed with Double Overdrive, with PTO Provision, Less Retarder, Includes Oil Level Sensor, with 80,000-lb GVW and GCW Max, On/Off Highway	226/57	283
13WAW	OIL COOLER, TRANSMISSION (Modine) Water to Oil Type	25/0	25
13WET	TRANSMISSION SHIFT CONTROL Column Mounted Stalk Shifter, Not for Use with Allison 1000 & 2000 Series Transmission	1/0	1
13WLP	TRANSMISSION OIL Synthetic; 29 thru 42 Pints	0/0	0
13WUC	ALLISON SPARE INPUT/OUTPUT for Rugged Duty Series (RDS) and Regional Haul Series (RHS), General Purpose Trucks, Construction, Package Number 223	0/0	0
13WVV	NEUTRAL AT STOP Allison Transmission Shifts to Neutral When Service Brake is Depressed and Vehicle is at Stop; Remains in Neutral Until Service Brake is Released	0/0	0
13WYU	SHIFT CONTROL PARAMETERS (Allison) 3000 or 4000 Series Transmissions, Performance Programming	0/0	0

INTERNATIONAL

Vehicle Specifications
2026 HV607 SBA (HV607)

December 29, 2025

<u>Code</u>	<u>Description</u>	<u>F/R Wt</u> (lbs)	<u>Tot Wt</u> (lbs)
13XAA	PTO CONTROL, DASH MOUNTED For Customer Provided PTO; Includes Switch, Electric/Air Solenoid, Piping and Wiring	3/0	3
13XAL	PTO LOCATION Customer Intends to Install PTO at Left Side of Transmission	0/0	0
14GVR *	AXLE, REAR, TANDEM (Meritor MT-40-14X-4DER) Single Reduction, 40,000-lb Capacity, .433"(11mm) Wall Housing Thickness, Driver Controlled Locking Differential in Rear-Rear Axle, R Wheel Ends . Gear Ratio: 5.86	0/2113	2113
14RAR	AXLE, LIFT, CONTROLS for One Lift Axle; Controls Inside and Outside Cab; Includes Lift/Lower Switch Inside Cab on Dash; Pressure Gauge and Pressure Regulator Outside Cab	0/0	0
14UAB	AXLE SPACING, FIRST PUSHER 49" Ahead of Drive Axle	0/0	0
14UMV	SUSPENSION, REAR, TANDEM (Hendrickson HMX EX 400) Walking Beam, 40,000-lb Capacity, 54" Axle Spacing, Rubber Springs, with Transverse Torque Rods, Rubber End Bushings	0/876	876
14WAT	REBOUND CONTROL STOPS with Dual Rebound Strap	0/0	0
14WBA	LIFT AXLE ENGR REVIEW Special Quotation to Allow Engineering Review of Lift Axle Configurations	0/0	0
14WBV	SHOCK ABSORBERS, REAR (4) for Hendrickson HMX Suspension Only, Mounted from Frame to Beam	0/31	31
14WCP	TORQUE RODS (Hendrickson) TRAAX Rods, Longitudinal Only	0/-6	-6
14WCR *	TRANSVERSE TORQUE RODS (Hendrickson) TRAAX Rod, Transverse Only	0/-4	-4
14WMJ	AXLE, REAR, LUBE (EmGard FE-75W-90) Synthetic Oil; 50 thru 64.99 Pints	0/0	0
14WNH	AXLE, PUSHER, LIFT TYPE (Watson & Challen SL1190SSR Tru-Trk Alumilite) 13,500-lb Capacity, One Self-Steer Axle	310/509	819
15924	FUEL TANK STRAPS Bright Finish Stainless Steel	0/0	0
15DYP	DEF TANK 9.5 US Gal (36L) Capacity, Frame Mounted Outside Left Rail, Under Cab	15/2	17
15LNS	FUEL/WATER SEPARATOR (Racor 400 Series) 12 VDC Electric Heater, Includes Pre-Heater, with Primer Pump, Includes Water-in-Fuel Sensor, Mounted on Engine	-1/-4	-5
15SWE	FUEL TANK Top Draw, Non-Polished Aluminum, 26" Dia, 70 US Gal (265L), Mounted Left Side, Under Cab	14/6	20
15WCS	FUEL COOLER Less Thermostat; Mounted in Front of Cooling Module	14/0	14
16030	CAB Conventional, Day Cab	0/0	0
16564	HEATER SHUT-OFF VALVES (1) Ball Valve Type, Supply Line	5/0	5
16BAM *	AIR CONDITIONER with Integral Heater and Defroster	0/0	0
16GEG *	GAUGE CLUSTER Premium Level; English with English Electronic Speedometer	0/0	0
<u>Includes</u> : GAUGE CLUSTER DISPLAY: Base Level (3" Monochromatic Display), Premium Level (5" LCD Color Display); Odometer, Voltmeter, Diagnostic Messages, Gear Indicator, Trip Odometer, Total Engine Hours, Trip Hours, MPG, Distance to Empty/Refill for : GAUGE CLUSTER Speedometer, Tachometer, Engine Coolant Temp, Fuel Gauge, DEF Gauge, Oil Pressure Gauge, Primary and Secondary Air Pressure			

INTERNATIONAL

Vehicle Specifications
2026 HV607 SBA (HV607)

December 29, 2025

<u>Code</u>	<u>Description</u>	<u>F/R Wt</u> (lbs)	<u>Tot Wt</u> (lbs)
	: WARNING SYSTEM Low Fuel, Low DEF, Low Oil Pressure, High Engine Coolant Temp, Low Battery Voltage (Visual and Audible), Low Air Pressure (Primary and Secondary)		
16HGH	GAUGE, OIL TEMP, AUTO TRANS for Allison Transmission	1/0	1
16HHE	GAUGE, AIR CLEANER RESTRICTION (Filter-Minder) Mounted in Instrument Panel	2/0	2
16HKT	IP CLUSTER DISPLAY On Board Diagnostics Display of Fault Codes in Gauge Cluster	0/0	0
16KBM	SEAT, DRIVER (National 2000 195) Air Suspension, High Back with Integral Headrest, Mordura Cloth, Isolator, 8" Adjuster, 1 Chamber Lumbar, 2 Position Front Cushion Adjust, 6-23 Degree Seat Back Adjust	0/0	0
16SJW	MIRROR, CONVEX, HOOD MOUNTED (Lang Mekra) (2) Right and Left Sides, Black, Heated, 7.5" Sq.	9/0	9
16SMZ	SEAT, PASSENGER (Seats, Inc.) Non Suspension, High Back, Fixed Back, Integral Headrest, Mordura Cloth, for use with Batteries in Cab	33/11	44
16SNT	MIRRORS (2) Aero Pedestal, Power Adjust, Heated, Turn Signals, Black Heads and Arms, 6.5" x 14" Flat Glass, Includes 6.5" x 6" Convex Mirrors, for 102" Load Width	0/0	0
	<u>Notes</u> : Mirror Dimensions are Rounded to the Nearest 0.5"		
16SNW	MIRROR, CONVEX, LOOK DOWN Right Side, Black, 6" x 10.5"	3/0	3
16VKK	CAB INTERIOR TRIM Diamond, for Day Cab	6/1	7
	<u>Includes</u> : CONSOLE, OVERHEAD Molded Plastic with Dual Storage Pockets, Retainer Nets and CB Radio Pocket; Located Above Driver and Passenger : DOME LIGHT, CAB Door Activated and Push On-Off at Light Lens, Timed Theater Dimming, Reading Lights; Integral to Overhead Console, Center Mounted : SUN VISOR (3) Padded Vinyl; 2 Moveable (Front-to-Side) Primary Visors, Driver Side with Vanity Mirror and Toll Ticket Strap, plus 1 Auxiliary Visor (Front Only), Driver Side		
16VLV	MONITOR, TIRE PRESSURE Omit	-10/-1	-11
16WBY	ARM REST, RIGHT, DRIVER SEAT	3/0	3
16WHJ	HOSE CLAMPS, HEATER HOSE (Breeze) Belleville Washer Type	0/0	0
16WJU	WINDOW, POWER (2) and Power Door Locks, Left and Right Doors, Includes Express Down Feature	0/0	0
16WLS	FRESH AIR FILTER Attached to Air Intake Cover on Cowl Tray in Front of Windshield Under Hood	0/0	0
16WSK	CAB REAR SUSPENSION Air Bag Type	0/0	0
16XCM	CAB DOOR LOCKS Power, Driver Side Only; Non-Locking When Door Open	0/0	0
16XJN	INSTRUMENT PANEL Flat Panel	0/0	0
16XXC	COWL TRAY LID	8/3	11

INTERNATIONAL

Vehicle Specifications
2026 HV607 SBA (HV607)

December 29, 2025

<u>Code</u>	<u>Description</u>	<u>F/R Wt</u> (lbs)	<u>Tot Wt</u> (lbs)
16ZJA	ACCESS, CAB Aluminum, Self-Cleaning, Open and Serrated Design, Driver & Passenger Sides, Two Steps per Door, for use with Day Cab, Extended Cab or Sleeper Cab	-12/-2	-14
27DHK	WHEELS, FRONT DISC; 22.5x12.25 Rims, Non-Polished Aluminum, 10-Stud, 285.75mm BC, Hub-Piloted, Flanged Nut, with Steel Hubs	-10/0	-10
28DUK	WHEELS, REAR (Accuride 29169) DUAL DISC; 22.5x8.25 Rims, Powder Coat Steel, 5-Hand Hole, 10-Stud, 285.75mm BC, Hub-Piloted, Flanged Nut, with .472" Thick Increased Capacity Disc and Steel Hubs	0/48	48
29WLK	WHEEL BEARING, FRONT, LUBE (EmGard FE-75W-90) Synthetic Oil	0/0	0
34ACJ	WHEELS, LIFT AXLE PUSHER (Accuride 51408) Single Wheels, For One Lift Axle; 22.5x8.25 Rims, Powder Coat Steel, 2-Hand Hole, 10-Stud, 285.75mm BC, Hub-Piloted, Flanged Nut << Pricing Includes Standard Tires >>	109/251	360
60AAG	BDY INTG, REMOTE POWER MODULE Mounted Inside Cab Behind Driver Seat, Up to 6 Outputs & 8 Inputs, Max 20 amp per Channel, Max 80 amp Total; Includes 1 Switch Pack with Latched Switches	0/0	0
60AJK	BDY INTG, INDICATOR LIGHTS (2) 1 for Body Up, 1 for Gate Open, Includes Audible Alarm, Programmable Mode for Various Switch Actions. (Requires 2 Remote Power Module Inputs)	0/0	0
7382135444	(8) TIRE, REAR 11R22.5 Load Range H HDR2+ (CONTINENTAL), 491 rev/mile, 75 MPH, Drive	0/40	40
7752525421	(2) TIRE, PUSHER 255/70R22.5 Load Range H HSR2 SA (CONTINENTAL), 565 rev/mile, 75 MPH, All-Position	0/0	0
7792655441	(2) TIRE, FRONT 385/65R22.5 Load Range L HAC 3 (CONTINENTAL), 479 rev/mile, 68 MPH, All-Position	78/0	78
Services Section:			
40128	WARRANTY Standard for HV507/HV509, HV50B, HV607/HV609 Models, Effective with Vehicles Built July 1, 2017 or Later, CTS-2025A	0/0	0
Total Component Weight:		8956/7971 (lbs)	16927 (lbs)
		(lbs)	(lbs)

The weight calculations included in this proposal are an estimate of future vehicle weight. The actual weight as manufactured may be different from the estimated weight. Navistar, Inc. shall not be liable for any consequences resulting from any differences between the estimated weight of a vehicle and the actual weight.

INTERNATIONAL

Financial Summary
2026 HV607 SBA (HV607)

December 29, 2025

<u>Description</u>	(US DOLLAR)	<u>Price</u>
Net Sales Price:		\$127,995.00

Please feel free to contact me regarding these specifications should your interests or needs change. I am confident you will be pleased with the quality and service of an International vehicle.

Approved by Seller:

Accepted by Purchaser:

Official Title and Date_____
Firm or Business Name_____
Authorized Signature_____
Authorized Signature and Date

This proposal is not binding upon the seller without
 Seller's Authorized Signature

Official Title and Date

If you haven't added a planned maintenance service contract to your proposal yet, please get in touch with your local dealer, International or IC Bus Sales Representative to learn more about the benefits when ordering together with the vehicle.

International® Financial offers loans, a full line up of lease options, and can establish a line of credit for use towards the purchase of International and IC Bus vehicles. Ask your dealer, International® or IC Bus® Sales Representative about completing an International Financial credit application and any promotional offers that may be available. International Financial services are provided by Navistar Financial Corporation.

The TOPS FET Calculation is an estimate for reference purposes only. The seller is responsible for calculating and reporting/paying appropriate FET to the IRS.

The limited warranties applicable to the vehicles described here in are International Motors, LLC* standard printed warranties which are incorporated herein by reference and to which you have been provided a copy and hereby agree to their terms and conditions.

International Motors, LLC d/b/a International Motors USA LLC in Illinois and Ohio.

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REPORT OF ACTION**UTILITY COMMITTEE**

Project No. Task Order 2025-6

Type: – Engineering Task Order

Location: Solid Waste Division – Recycling

Date of Hearing: 01/07/26

Routing	Date
City Commission	01/19/26
Project File	Water Treatment Plant Recycling Drop Site

Scott Olson, Solid Waste Utility Director, presented the attached Task Order with HDR for engineering services related to the relocation of the Water Treatment Plant Recycling Drop Site. The services of the engineer are separated into seventeen phases as shown below:

Description of Service	Amount	Basis of Compensation
Task 100 – Project Management, Meetings & Communication	\$4,570	Hourly Rates
Task 200 Site Survey	\$4,835	Hourly Rates and Subconsultant Fees
Task 300 – Preliminary Design Services	\$13,780	Hourly Rates
Task 400 – Final Design Services	\$10,125	Hourly Rates
Task 500 – Estimate of Probable Construction Costs	\$1,660	Hourly Rates
Task 600 – Bidding Assistance	\$3,560	Hourly Rates
Task 700 – Construction Assistance	\$8,750	Hourly Rates
TOTAL COMPENSATION	\$47,280	Hourly Rates
2. Additional Services (Part 2 of Exhibit A)	(N/A)	

Costs for engineering services are budgeted in the 2026 Solid Waste Operating Budget.


MOTION:

On a motion by Ben Dow, seconded by Troy Hall, the Utility Committee voted to approve Task Order 2025-6 to HDR in the amount of \$47,280.

COMMITTEE:

	Present	Yes	No	Unanimous
Denise Kolpack, City Commissioner				X
Thomas Knakmuhs, City Engineer	X	X		(Nathan Boerboom)
Brenda Derrig, Assistant City Administrator	X	X		
Susan Thompson, City Finance Director	X	X		
Bruce Grubb, City Administration	X	X		
Brian Ward, Water Plant Supt.	X	X		
Mark Miller, Wastewater Plant Supt.	X	X		
Scott Liudahl, City Forester				
James Hausauer, Wastewater Util. Director	X	X		
Troy Hall, Water Utility Director	X	X		
Ben Dow, Public Works Operations Director	X	X		
Scott Olson, Solid Waste Utility Director	X	X		
Daniel Portlock, Water Utility Engineer	X	X		

ATTEST:


 Scott Olson, PE
 Solid Waste Utility Director

C: Tim Mahoney, Mayor
 Commissioner Turnberg
 Commissioner Piepkorn
 Commissioner Strand

To: Utility Committee
From: Scott Olson, Solid Waste Utility Director
Date: December 30, 2025
Subject: HDR Task Order 2025-6 – Recycling Drop Site

Attached for your reference is a proposed **Task Order from HDR** for Design, Bidding Assistance and Construction Assistance for a new Recycling Drop Site following removal of the water treatment plant drop site occurring in 2026.

The services of the engineer are shown below:

Description of Service	Amount	Basis of Compensation
Task 100 – Project Management, Meetings & Communication	\$4,570	Hourly Rates
Task 200 Site Survey	\$4,835	Hourly Rates and Subconsultant Fees
Task 300 – Preliminary Design Services	\$13,780	Hourly Rates
Task 400 – Final Design Services	\$10,125	Hourly Rates
Task 500 – Estimate of Probable Construction Costs	\$1,660	Hourly Rates
Task 600 – Bidding Assistance	\$3,560	Hourly Rates
Task 700 – Construction Assistance	\$8,750	Hourly Rates
TOTAL COMPENSATION	\$47,280	Hourly Rates
2. Additional Services (Part 2 of Exhibit A)	(N/A)	

The water treatment plant drop (WTP) site was relocated from the WTP campus to an open plot of land located across the street owned by the City of Fargo following flood buy-out purchase of homes for a future flood levee. The flood levee is planned to be constructed in 2026 will thus the drop site must be removed. The current proposed location for evaluation is at the corner of 12th Ave N and 5th St N, directly north of the WTP.

Work included in this task order will begin in January with an anticipated begin of construction date sometime in spring of 2026. This task order may require an amendment should alternative sites need to be evaluated.

Recommendation

Approve the attached **Task Order from HDR** for engineering services related to the relocation of the water treatment plant drop site in the amount of \$47,280.

**SUGGESTED FORM OF
TASK ORDER**

This is Task Order No. 2025-6, consisting of 11 pages.

Task Order #2025-6

In accordance with Paragraph 1.01 of the Agreement Between Owner and Engineer for Professional Services – Task Order Edition, dated 1/1/2021 ("Agreement"), Owner and Engineer agree as follows:

1. Background Data

- a. Effective Date of Task Order: December 8, 2025
- b. Owner: City of Fargo Enterprise Utilities
- c. Engineer: HDR Engineering, Inc.
- d. Specific Project (title): Recycling Drop Site Design, Bidding Assistance, and Construction Assistance
- e. Specific Project (description): Complete design work for a proposed recycling drop site located at 12th avenue and 5th street south in Fargo, North Dakota.

2. Services of Engineer

- A. The specific services to be provided or furnished by Engineer under this Task Order are the services (and related terms and conditions) set forth in the following sections of the Modified Exhibit A dated December 8, 2025, as attached to the Agreement referred to above, such sections being hereby incorporated by reference.

3. Additional Services

- A. Additional Services that may be authorized under this Task Order shall be agreed upon with advance authorization required.

4. Owner's Responsibilities

Owner shall have those responsibilities set forth in Article 2 and Exhibit B of the Agreement Between Owner and Engineer for Professional Services, Task Order Edition.

5. Task Order Schedule

The parties shall meet the schedule included in Exhibit A.

6. Payments to Engineer

- A. Owner shall pay Engineer for services rendered under this Task Order as follows:

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.

Description of Service	Amount	Basis of Compensation
Task 100 – Project Management, Meetings & Communication	\$4,570	Hourly Rates
Task 200 Site Survey	\$4,835	Hourly Rates and Subconsultant Fees
Task 300 – Preliminary Design Services	\$13,780	Hourly Rates
Task 400 – Final Design Services	\$10,125	Hourly Rates
Task 500 – Estimate of Probable Construction Costs	\$1,660	Hourly Rates
Task 600 – Bidding Assistance	\$3,560	Hourly Rates
Task 700 – Construction Assistance	\$8,750	Hourly Rates
TOTAL COMPENSATION	\$47,280	Hourly Rates
2. Additional Services (Part 2 of Exhibit A)	(N/A)	

Compensation items and totals based on Hourly Rates are estimates only. Engineer may alter the distribution of compensation between individual phases (line items) to be consistent with services actually rendered, but shall not exceed the total compensation amount unless approved in writing by the Owner.

- B. The terms of payment are set forth in Article 4 of the Agreement Between Owner and Engineer for Professional Services, Task Order Edition, and in the applicable governing provisions of Exhibit C.

7. Consultants retained as of the Effective Date of the Task Order: None

8. Other Modifications to Agreement and Exhibits: Appendix 1 and Appendix 2 to Exhibit C shall be updated to the attached "2026 Hourly Billing Rates."

9. Attachments: "Modified" Exhibit A and 2026 HDR Engineering Standard Rate Sheet

10. Other Documents Incorporated by Reference: None

11. Terms and Conditions

Execution of this Task Order by Owner and Engineer shall make it subject to the terms and conditions of the Agreement (as modified above), which Agreement is incorporated by this reference. Engineer is authorized to begin performance upon receipt of a copy of this Task Order signed by Owner.

The Effective Date of this Task Order is **December 8, 2025**.

OWNER:

ENGINEER:

By: _____

By:  _____

Print Name: Timothy Mahoney

Print Name: Jason Kjenstad, PE

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.

Title: Mayor

Title: Sr. Vice President, Area Manager

DESIGNATED REPRESENTATIVE FOR TASK ORDER:

DESIGNATED REPRESENTATIVE FOR TASK ORDER:

Name: Scott Olson

Name: Randy Hanson

Title: Solid Waste Director

Title: Project Manager

Address: City of Fargo Solid Waste
2301 8th Avenue N
Fargo, ND 58102

Address: HDR Engineering, Inc.
51 N Broadway, Suite 550
Fargo, ND 58102

E-Mail
Address: solson@fargond.gov

E-Mail
Address: Randy.hanson@hdrinc.com

Phone: 701-476-4087

Phone: 701-552-9948

Modified Exhibit A

Work Understanding

HDR Engineering Inc. (HDR) understands the City of Fargo (City) desires to have design and bid documents prepared for a recycling drop-site on property located in the southeast corner of 5th Street and 12th Avenue South. The parcel of land contains two lots with addresses of 432 and 434 12th Avenue south. The lots are currently vacant and owned by the City. The proposed scope of work is detailed in the tasks listed below.

Scope of Work

Task 100 – Project Management, Meetings, and Project Communications

HDR's Project Manager will provide coordination, communications, invoicing, and progress reporting for the City throughout the contract. HDR will initiate the project by facilitating a kickoff meeting to reaffirm the City's key expectations and discuss the project approach, assumptions, milestones, and overall purpose.

Kickoff Meeting

HDR will schedule a project kickoff meeting with the City's project team to address data needs, formalize the lines of communication, determine project milestone timelines, and confirm that the project objectives are defined and understood by HDR and the City. We will use this meeting to review the project scope, schedule, goals, and objectives, and formalize management and communications protocols to provide timely data delivery and quality deliverables.

Monthly Status Updates

HDR has assumed monthly status reviews at one (1) hour per month for three months. The updates will be used to provide the City with an update on project status.

DELIVERABLES

- Monthly invoices
- Progress meeting notes (PDF format, electronically transmitted)
- Electronic communication for monthly status updates

ASSUMPTIONS

- Kickoff meeting will be in person for up to two hours and will be attended by the HDR project manager, and one additional HDR staff

Task 200 – Site Survey

HDR will perform a site survey through a subcontract with Moore Engineering. The site survey will be used to determine existing conditions at the site and include the following:

- Boundary survey to obtain the following:
 - Existing property lines and Right of Way lines.
 - Set/locate permanent iron pin (monument) at property corners; state on drawings if corners were found or set.
- Topographic survey of the two lots and adjacent curb and gutter.
 - Existing site conditions including the following:
 - Control to complete survey work.

- Provide Horizontal Coordinate System will be in NAD 1983 HARN Fargo Ground (US Feet) and Vertical Datum will be NAVD 88 (US Feet).
 - Two (2) permanent benchmarks per site.
- Contours at 1-foot intervals
- Identify locations and elevations, and label above-ground structures, and other man-made and natural features, including:
 - Buildings
 - Foundation walls at ground level
 - Finish floor elevation of each exterior building door
 - Trees
 - Provide outlines in thickly wooded areas
- Locations, types and limits of pavements, signs, landscaped areas, top back and flowline of curbs, sidewalks, edge of paving, striping and type (e.g., accessible) of parking stalls and directional striping.
- Locate existing utilities by performing a One Call Locate, together with a field survey of the location of surface observations of features, including the following:
 - Sanitary sewer, storm sewer, water, gas, steam, and other utilities including buried tanks and septic fields to the extent that such below-ground features may be determined by surface observation and/or in accordance with documentation provided by utility companies or agencies, their representatives, or Owner through One Call Locate ticket.
 - Power and communication utilities above and below ground surface to the extent that such below-ground features may be determined by observation or in accordance with documentation provided by utility companies or agencies, their representatives, or Owner.
- Location, depth, and direction of flow of sanitary sewers, storm sewers, and culverts. Location of catch-basins and manholes and inverts of pipe at each location to the extent that the below-ground features referred to in this paragraph may be determined by surface observations or in accordance with documentation provided by utility companies or agencies, their representatives, or Owner.
 - If size of pipe and type of pipe material can be determined by survey measurement and observation, the Land Surveyor shall note together with limitations to the accuracy of the observations.
 - Provide rim and invert information of one upstream and one downstream manhole outside of the survey limits.
- Visible appurtenances of surface and underground utilities, including such items as fire hydrants, vaults, valve boxes, and transformers, will be located and identified to the extent possible by visible observation or documentation provided by others.

DELIVERABLE

- PDF of signed Topographic/Boundary Certificate Survey

ASSUMPTIONS

- Site survey costs reflect "No Snow" conditions. If snow accumulation occurs before field survey is performed, the fee will need to be renegotiated at that time. Per discussion with our survey subcontractor current snow (as of December 3, 2025) on the ground will not add additional costs, accumulation of additional snow may require a negotiation of the fee.

Task 300 - Preliminary Design Services

HDR will perform preliminary design of the proposed recycling drop-site based on the conceptual site layout previously completed by HDR and with input from the City during the kickoff meeting. Existing publicly accessible online GIS data will be used for property lines, utilities, roads, and aerial imagery as the basis for design. Preliminary design will be at a 50% level and will be submitted electronically for City review and comment.

ACTIVITIES

- Design memorandum and basis for subsequent tasks.
- 50% design drawings are anticipated to include:
 - Cover sheet with vicinity map and drawing index that reflects the total number of drawings anticipated.
 - Existing Conditions Plan to show surface elements, Contours, and existing utilities.
 - Site Plan
 - Demolition Plan
 - Grading Plan
 - Paving Plan
 - Electrical Plan (for City supplied camera)
 - Erosion Control Plan
 - Traffic Control Plan
 - Details (2 sheets)
 - Code Review
 - Landscaping Plan
- Preliminary Table of Contents for specifications
- Perform QA/QC of documents prior to submittal of 50% preliminary design submittal

MEETINGS

- 50% design review meeting with the City for two (2) hours and up to two (2) HDR project team members conducted after HDR has received consolidated review comments from the City.
- One (1) hour preliminary design meeting with City Planning and Zoning staff for up to two (2) HDR staff.
- One (1) public neighborhood meeting with up to two HDR staff for two (2) hours, includes meeting attendance and preparation.

DELIVERABLES

- Design Memorandum
- 50% design drawings and preliminary table of contents for project specifications
- Meeting agenda and notes

ASSUMPTIONS

- City of Fargo has opted to not conduct soil borings. The City of Fargo Engineering Standard Specifications for Construction # 2400 typical section will be used.
- No utilities will be brought into the site with the exception of electrical for surveillance camera. City to supply HDR with make and model of proposed camera system.
- Easements are not required.
- No major changes in the project design concepts will occur following the Design Memorandum. Only minor changes and refinements will follow the submittal of the 50% design.
- HDR's standard technical specifications will be used. Engineers Joint Contract Document Committee (EJCDC) documents will be used for front-end contract-related specifications.

- Design drawings will be prepared in AutoCAD Civil 3D and/or Revit format.
- HDR has included three (3) hours for two HDR staff to conduct public engagement-related tasks. HDR understands that the City is currently determining desired level of effort. If more than three hours are needed by two HDR staff, HDR will discuss a change of scope and additional compensation with the City.
- Permitting related work is excluded but can be provided if necessary for a negotiated fee.
- City to provide one consolidated set of comments/feedback on deliverables.

Task 400 - Final Design Services

HDR will advance the design of the recycling drop-site after the City reviews and provides comments on the preliminary design submittal and review meeting.

ACTIVITIES

HDR will confirm or identify other project requirements and issues and update the project schedule. Based on the discussions and decisions in the preliminary design review correspondence, technical areas of refined design may include:

- Incorporate revisions from the City's preliminary design comments and advance design and drawings to a final design level of completion.
- Advance front-end contract documents and technical specifications to the final design level of completion.
- Perform QA/QC of documents prior to submittal.
- Consider other design alternatives that may have potential cost and/or time savings.
- Develop issued for bid (IFB) drawings, technical specifications, and contract documents after receipt of the City's final design review comments.

MEETINGS

- Final design review meeting for two (2) hours with up to two (2) HDR project team members.

DELIVERABLES

- Final design drawings, technical specifications, and contract documents.
- IFB design drawings, technical specifications, and contract documents (after receipt of the City's final design review comments).

TASK 500 - Estimate of Probable Construction Cost and Construction Schedule

Objective

- The key objective of Task 500 is to develop an estimate of probable construction costs and an anticipated construction schedule for the Recycling Drop-Site project.

Activities

- Prepare a detailed estimate of cost that will include individual bid items with expected quantities and unit costs.
- Prepare a detailed construction schedule based on engineering experience.

Meetings

- None planned. Cost discussion will be included in the preliminary and final submittal review meetings, as included in the above tasks.

Deliverables

- 50% estimate of probable construction costs and schedule.
- IFB estimate of probable construction costs and schedule.

Assumptions

- The engineer's estimate of probable construction cost is an estimate and not a guarantee of costs.
- The engineer's estimate of the construction schedule is an estimate and not a guarantee. The contractor's chosen approach, limitations, or methods may significantly alter this proposed schedule.

TASK 600 - Bidding Assistance**Objective**

- HDR will provide assistance to the City during the bidding phase by responding to technical questions from potential bidders.

Activities

- Develop a log to track bidder questions received and responses provided.
- Respond to bidder questions, which may include drawing revisions.
- Compile and stamp a final Issued for Construction (IFC) set of documents incorporating revisions from the bidding period.
- Prepare bid tabulation and recommendation of award.

Meetings

- None.

Deliverables

- HDR will post project on QuestCDN, and bids will be electronically submitted and read at City Hall.
- Bidder technical questions received, as well as HDR's responses. A question log including bidder questions and responses provided.
- Bid tabulation and recommendation of award.
- Copies of Issued for Construction (IFC) contract deliverable drawings, front-end contract documents, technical specifications, and cost options (assume two bound hard copies). Construction documents will be provided:
 - In PDF format
 - Corridor model format using industry standards for construction surveying and grade control
 - In a 11x17 plan sheet size
 - With engineering stamps (final only)

Assumptions

- Bidders will provide an electronic media release for AutoCAD-type documents prior to HDR releasing those documents.
- Bidder questions are anticipated to be limited to 12 questions and no more than three (3) updated drawings. A total of 10 hours is budgeted for bidder questions and updated drawings.

TASK 700 - Construction Assistance**Objective**

- HDR will provide assistance to the City during the construction phase by addressing questions from the contractor, coordination of construction activities and site visits during construction, reviewing and approving submittals and contractor pay applications.

Activities

- Coordination of construction activities including weekly communication with the City of Fargo during construction to provide updates.
- Site visits during construction.
- Reviewing and approving contractor submittals and pay applications.
- Compile and stamp a final Issued for Construction (IFC) set of documents incorporating revisions from the bidding period.
- Prepare as-built construction drawings.

Meetings

- Preconstruction meeting
- Weekly phone calls during construction

Deliverables

- Field notes
- Reviewed submittals and pay applications
- As-built drawings
 - In PDF format
 - Using contractor provided final survey.
 - In a 11x17 plan sheet size
 - With engineering stamps (final only)

Assumptions

- Construction duration is estimated to be 2 months with 8, one-hour site visits planned.
- Coordination with the City is estimated at 8 hours for one HDR staff and 2 hours for another HDR staff. Coordination is anticipated to be via telephone or email communication.
- Assumed 6 submittals and 3 pay applications for review and approval.
- Contractor to provide construction and as-built surveying.
- Laboratory fees are not included in our scope of work.

Project Schedule

HDR is ready to start this project after a notice to proceed is received. We anticipate having the design work completed within three (3) months of the kickoff meeting. Work is anticipated to be finished in 2026; however, should the schedule be extended, billing rates shall be updated in January each year. The parties may amend the schedule set forth herein by mutual written agreement should project deliverables require such change.

HDR Engineering, Inc. 2026 Hourly Billing Rates

Billing Title	Billing Rate	Billing Title	Billing Rate
Managing Principal	310	Environmental/Hydrologist/Geologist 8	240
Project Manager 7	290	Environmental/Hydrologist/Geologist 7	225
Project Manager 6	260	Environmental/Hydrologist/Geologist 6	210
Project Manager 5	240	Environmental/Hydrologist/Geologist 5	195
Project Manager 4	225	Environmental/Hydrologist/Geologist 4	170
Project Manager 3	210	Environmental/Hydrologist/Geologist 3	150
Project Manager 2	195	Environmental/Hydrologist/Geologist 2	130
Project Manager 1	180	Environmental/Hydrologist/Geologist 1	110
Engineer 11	290	Economist 4	220
Engineer 10	260	Economist 3	190
Engineer 9	240	Economist 2	160
Engineer 8	225	Economist 1	130
Engineer 7	210	Surveyor 5	190
Engineer 6	195	Surveyor 4	170
Engineer 5	180	Surveyor 3	150
Engineer 4	165	Surveyor 2	130
Engineer 3	150	Surveyor 1	110
Engineer 2	135	Construction Manager 6	260
Engineer 1	125	Construction Manager 5	245
System Integrator 4	230	Construction Manager 4	235
System Integrator 3	195	Construction Manager 3	215
System Integrator 2	175	Construction Manager 2	205
System Integrator 1	155	Construction Manager 1	185
CADD/GIS Technician 6	185	Strategic Comm/Graphic Designer 4	165
CADD/GIS Technician 5	165	Strategic Comm/Graphic Designer 3	145
CADD/GIS Technician 4	150	Strategic Comm/Graphic Designer 2	130
CADD/GIS Technician 3	135	Strategic Comm/Graphic Designer 1	105
CADD/GIS Technician 2	120	Commercial Mgmt/Project Controls 6	310
CADD/GIS Technician 1	110	Commercial Mgmt/Project Controls 5	280
Technician 5	170	Commercial Mgmt/Project Controls 4	250
Technician 4	150	Commercial Mgmt/Project Controls 3	220
Technician 3	135	Commercial Mgmt/Project Controls 2	190
Technician 2	115	Commercial Mgmt/Project Controls 1	160
Technician 1	105	Project Controller	150
Right of Way 5	195	Project Accountant	120
Right of Way 4	180	Project Assistant	115
Right of Way 3	155	Admin Assistant	85
Right of Way 2	135		
Right of Way 1	120		
Right of Way Coordinator	115		

Rates shall be adjusted annually. HDR may hire contract workers that will be assigned a billing rate based on this rate sheet. HDR has technical experts in various geographic locations that may be utilized based on specific project need. This specialized expertise will be billed at the below rates.

Billing Title	Billing Rate
Technical Expert 9	375
Technical Expert 8	355
Technical Expert 7	335
Technical Expert 6	315
Technical Expert 5	305
Technical Expert 4	285
Technical Expert 3	265
Technical Expert 2	245
Technical Expert 1	225

REIMBURSABLE EXPENSES

Reimbursable Expense shall mean actual expenses incurred for travel, hotel, printing, meals, subconsultants, shipping, and other incurred expense. If negotiated with Owner in the contract, HDR will add an agreed to percentage mark-up to subconsultant invoices to cover administrative expenses and vicarious liability. Specialty equipment charges apply to specific equipment used on the project.

Expense	Rate
Traffic Counting Equipment	\$120.00 per hour
Survey/GPS Equipment	\$50.00 per hour
Robotic Total Station	\$50.00 per hour
Side-by-Side Utility Vehicle	\$25.00 per hour
Handheld GPS	\$20.00 per hour
Drone	\$275.00 per day
HDR Vehicle Mileage	\$0.88 per mile
Personal Vehicle Mileage	IRS rate per mile

21

January 12, 2026

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

RE: Amendment to Resolution Prescribing Rates and Charges for Solid Waste Services

Dear Commissioners:

On November 24, 2025, the Commission approved a resolution prescribing rates and charges for Solid Waste services effective January 1, 2026. The resolution details the cost payable by owners and occupants of all premises to which residential and commercial garbage and recycling services are made available by the City, as well as, Landfill charges associated with disposal and handling of waste.

Following comments and further review Solid Waste staff noticed a typo within the Landfill Rates (page 3 of resolution) and would like to add clarification to questions we've received. Below details the proposed amendments:

Item	Current	Updated	Reasoning
Tires (<i>Line 1</i>)	\$100 Minimum	<blank> (<i>No Minimum Charge</i>)	Remove Typo
Appliances (Non-Resident)	\$35/each	\$35/each + tipping fee	Clarification
Commercial Mattress	Commercial Mattresses \$15.00/each	Commercial & Non-Resident Mattresses \$15.00/each + tipping fee	Clarification

Recommendation

Approve the attached Resolution Prescribing Rates and Charges for Solid Waste Services which includes the amended Landfill Rates (page 3), effective January 19, 2026.

Sincerely,



Scott Olson, PE
 Solid Waste Utility Director

cc: Michael Redlinger, City Administrator
 Brenda Derrig, Assistant City Administrator
 Susan Thompson, Finance Director

Resolution Prescribing Rates and Charges for Solid Waste Services
(Effective January 1, 2026)

BE IT RESOLVED by the Board of City Commissioners of the City of Fargo, North Dakota, under and pursuant to the provisions of Section 13-0518 of the Fargo Municipal Code of the City of Fargo, as amended, the rates and charges stated in this resolution are established and shall be payable by the owners and occupants of all premises to which garbage and recycling services are furnished and made available by the municipal garbage and recycling utility, effective January 1, 2026, and shall be reflected in the statements for garbage and recycling service prepared after that date; provided, however, that the rates and charges for such service or services in effect prior to January 1, 2026 shall remain in full force and effect:

RATES ARE NON-NEGOTIABLE.

1. There shall be collected for each single family dwelling the following monthly charges for garbage service effective January 1, 2026:

<u>Cart Size (Each)</u>	<u>Charge</u>
Small (48-gallon)	\$ 7.00
Medium (65-gallon)	\$10.00
Large (96-gallon)	\$15.00

2. There shall be collected from each multiple dwelling and/or apartment dwelling the following monthly charges for garbage service effective January 1, 2026:

<u>Cart Size (Each)</u>	<u>Charge</u>
Small (48-gallon)	\$ 7.00
Medium (65-gallon)	\$10.00
Large (96-gallon)	\$15.00

Any multiple dwelling and/or apartment dwelling equipped with a commercial dumpster for garbage shall pay a monthly collection fee as described in paragraph 5. Said charges to be billed to and paid for by the property owner monthly.

3. There shall be collected from each mobile home court the following monthly charges for garbage service per mobile home effective January 1, 2026:

<u>Cart Size (Each)</u>	<u>Charge</u>
Small (48-gallon)	\$ 7.00
Medium (65-gallon)	\$10.00
Large (96-gallon)	\$15.00

Any mobile home court equipped with a commercial dumpster shall pay a monthly collection fee as described in paragraph 5. Said charges to be billed to and paid for by the property owner monthly.

4. There shall be collected for each single-family dwelling that chooses to participate in the single-stream recycling program the following monthly charges for recycling service, effective January 1, 2026:

<u>Cart Size (Each)</u>	<u>Charge</u>
Large (96-gallon)	\$ 5.00

5. There shall be collected from each mobile home court the following monthly charges for recycling service per mobile home that chooses to participate in the single-stream recycling program, effective January 1, 2026:

<u>Cart Size (Each)</u>	<u>Charge</u>
Large (96-gallon)	\$ 5.00

6. For persons 65 years of age or older who qualify for real estate homestead credit in accordance with section 57-02-08.1 of the North Dakota Century Code, the charge shall be \$2.50 per month for garbage service and \$1.00 per month for single-stream recycling service.

7. There shall be collected for containers the following monthly charges, and for commercial recycling and roll-off services, the following charges effective January 1, 2026.

Cubic Yards	1/wk	2/wk	3/wk	4/wk	5/wk	6/wk	7/wk
2	74.99	149.97	224.96	299.95	374.93	449.92	524.90
3	87.62	175.23	262.85	350.47	438.08	525.70	613.32
4	100.25	200.49	300.74	400.99	501.24	601.48	701.73
6	125.51	251.02	376.52	502.03	627.54	753.05	878.55
8	150.77	301.54	452.31	603.07	753.84	904.61	1055.38

\$2.92/CY + \$11.48/PICK-UP

COMPACTED TRASH 1.5 TIMES THE RATES LISTED ABOVE

FLAT GARBAGE CHARGE - \$50.00/MONTH MINIMUM FOR NONCOMMERCIAL CONTAINER ACCOUNTS AS APPROVED BY ROUTE SUPERVISOR.

COMMERCIAL RECYCLING SERVICE:

\$15.00 per stop for all commercially separated recyclable materials (cardboard, plastic, glass, etc.)

ROLL-OFF SERVICE:

Pulls: \$120.00/pull plus landfill fees
 \$100.00/pull plus landfill fees if container is owned by the contractor
 \$100.00/pull if load is recycled or incinerated

Rental: \$ 5.00/day excluding week-ends (the rental fee will be waived if one pull is made per week)

BE IT FURTHER RESOLVED, that effective January 1, 2026, there shall be charged to all users of the City of Fargo Sanitary Landfill the following charges: **Amended January 19, 2026.**

All Landfill Waste	\$57.00/ton
Private Haulers In-City	\$56.00/ton
Inert Waste	\$52.00/ton
Surcharge Fee (haulers out of Cass County)	Additional \$25.00/ton
Separated Demolition Material (free of debris)	\$52.00/ton
Untreated Wood, Trees, Pallets,	No Charge
Residential Transfer Station (Up to 600 lbs) City of Fargo Residents Only	\$15.00/load
Non Resident Minimum Charge (Up to 600 lbs)	\$10.00/each
Weight Only	\$36.00/ton
Compost Waste	\$100.00/ton or \$125.00 Minimum
Industrial Waste - Special Handling (Asbestos, Contaminated Soil)	\$300.00/load - plus tipping fee
Industrial Waste – Special Handling (Ash & Powders)**	\$200.00/load - plus tipping fee
Industrial Waste - Special Handling (Material greater than 10' in length)	\$100 Minimum
Offloading Assistance	
Tires	
Utility Trailer/Motorcycle	\$5.00
Passenger Vehicle (17" Under)	\$10.00/tire - \$15/tire w/ rim
Passenger Vehicle (18" Over)	\$15.00/tire - \$20/tire w/ rim
Semi/Large Truck/Racing	\$35.00/tire - \$50/tire w/ rim
Oversize (Loader/Tractor)	\$100/tire - \$150/tire w/ rim
Untarped/Unsecured Load	\$25.00/load
Appliances - Washer, Dryer, Oven/Stove, Hot Water Heater, Furnace - Fargo Residents	Up to 2/month- No Charge
Appliances - Washer, Dryer, Oven/Stove, Hot Water Heater, Furnance - Non-Fargo Residents	\$35/each - plus tipping fee
Freon/Refrigerant Appliances	Not Accepted
Commercial & Non-Resident Mattresses	\$15.00/each - plus tipping fee

BE IT FURTHER RESOLVED, that effective January 1, 2026, there shall be charged to all conditionally exempt small quantity generators (CESQGs) and those non-resident users not included in current landfill agreements with the City whom utilize the City of Fargo Household Hazardous Waste (HHW) facility, the following charges:

Acids/Bases	\$1.16/lb.	Oxidizers	\$2.19/lb.
Adhesives/Flammable Solids	\$1.16/lb.	Paint (max. 50 1-gal cans/month)	
		Latex	\$0.20/lb.
		Oil-based	\$0.78/lb.
Aerosols	No Charge.	PCB Ballasts	\$1.37/lb.
		PCB Capacitors	227/55 Gal
Anti-freeze* (max. 10-gals/month)	\$0.24/lb.	Poisons/Pesticides	\$1.16/lb.
Cleaners/Solvents	\$1.16/lb.	Used Oil* (max. 10-gals/month)	\$0.12/lb.
Dioxins** (wood preservatives)	\$ (see below)	Mercury**	\$3.78/lb
Flammable Liquids	\$1.16/lb.		
Electronics	\$1.14/lb		
Fluorescent Bulbs (max. 36 bulbs/month)			
4 ft. and below	\$1.00/each		
5 ft and above	\$1.17/each		

*Not included in the 220/lbs./month CESOG limit specified in the North Dakota Solid Waste Management Rules.

**Dioxins, reactives and items not listed will be priced on a case-by-case basis.



22

Street Lighting Department
4630 15th Ave N
Fargo, ND 58102
Phone: 701.241.1440
www.FargoND.gov

TO: BOARD OF CITY COMMISSIONERS

FROM: ALLEN SCHUMACHER, TRAFFIC & LIGHTING OPERATIONS MANAGER

RE: STREET LIGHTING MATERIALS (RFP26038, RFP26039, RFP26040)

DATE: January 20th, 2026

A Request for Proposal (RFP) was posted on December 9th, 2025, to solicit qualified vendors for pricing on street lighting materials. The deadline for proposals was January 8th, 2025, and we received responses from two (2) proposers.

After a thorough evaluation, the review committee, comprising of members from the Traffic and Lighting Department, determined that Border States Electric's proposal offered the overall lowest cost for the street lighting materials on RFP26038 and RFP26039, and Graybar Electric's proposal offered the overall lowest cost for the street lighting materials on RFP26040.

Funding for this project is allocated from Utility Funds - Street Light 528 and has been included within the 2026 budget.

RECOMMENDED MOTION: Approve the recommendation to award 2026 Street Light Materials to Border States Electric for Street Light Poles and Fixtures (RFP26038 and RFP26039) and Graybar Electric for Street Light Bulbs (RFP26040).

Allen Schumacher

Traffic and Lighting Operations Manager

2026 Street Light Inventory
RFP26038 Poles
RFP26039 Fixtures
RFP26040 Bulbs

Vendor Submittals	Poles	Fixtures	Bulbs
Garybar Electric			Lowest
Border States Electric	Lowest	Lowest	

REPORT OF ACTIONUTILITY COMMITTEE

23

Project: WW1701

Type: Change Order #10-PKG Contracting, Inc.

Location: Water Reclamation Facility Phase IIB Expansion

Date of Hearing: 1-7-2026

<u>Routing</u>	<u>Date</u>
City Commission	<u>1-20-2026</u>
Project File	<u> </u>

Jim Hausauer, Water Reclamation Utility Director, presented the attached memo describing Change Order #10 for Project WW1701 (Phase IIB Expansion). In 2014, the City of Fargo completed a Water Reclamation Facility (WRF) Plan to review the existing facilities condition & capacity. The Facility Plan assessed all process equipment and structural components of the WRF, as well as deficiencies associated with capacity, condition, & future regulations. Improvements were prioritized via a phased approach based on immediate deficiencies, to treat projected hydraulic & organic loading to meet the needs for Fargo growth & regionalization. The facility will double its capacity to treat 29 million gallons per day, serving a regional population of 270,700.

The Water Reclamation Utility has a placeholder in the 20-year CIP for the Phase II Expansion. The project is funded with a 30-year/2% Clean Water State Revolving Fund (CWSRF) loan. The debt is programmed to be repaid with rate & infrastructure sales tax funds and is included in our Revenue Adequacy Model. Loan forgiveness funds are available within the CWSRF Program in North Dakota. The Project WW1701 Construction Loan has been determined to be eligible for this loan forgiveness in the amount of \$4,348,770. To ensure that loan forgiveness funds are used expeditiously, we are required to use all loan forgiveness funds by June 30, 2026. Project WW1701 has been under construction since May 2020 and here have been 9 previous change orders for this project.

Project WW1701-Final Balancing Change Order #10

Final Balancing Change Order #10 is a -\$383,633 deduct in the contract price for labor, equipment, & materials required for earthwork, concrete pavement, sloped pavement, curb and gutter modifications that were paid by a separate FEMA pre-disaster mitigation project and funding source. The work was necessary to meet FEMA flood elevation requirements, and was funded with 75% federal dollars

Change Orders to date, are less than 2.2% of the original bid price.

On a motion by Susan Thompson, seconded by Scott Olson, the Utility Committee voted to approve Project WW1701 Change Order #10 from PKG Contracting Inc. for a deduct in the contract price in the amount of -\$383,633.

RECOMMENDED MOTION:

Concur with the Utility Committee recommendation to approve Project WW1701 Change Order #10 from PKG Contracting Inc. for a deduct in the contract price in the amount of -\$383,633.

<u>COMMITTEE</u>	<u>Present</u>	<u>Yes</u>	<u>No</u>	<u>Unanimous X</u> <u>X Proxy</u>
Denise Kolpack, City Commissioner				
Susan Thompson, Finance Director	X	X		Virtual
Brian Ward, Water Plant Superintendent	X	X		
Mark Miller, Water Reclamation Plant Supt.	X	X		
Bruce Grubb, Temp. PT City Administrator	X	X		
Scott Liudahl, City Forester				
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		N Boerboom - proxy
Dan Portlock, Water Utility Engineer	X	X		
Brenda Derrig, Assistant City Administrator	X	X		Virtual

ATTEST:


 Jim Hausauer
 Water Reclamation Utility Director

C: Mayor Mahoney
 Commissioner Strand
 Commissioner Piepkorn
 Commissioner Turnberg

MEMORANDUM

January 7th, 2026

To: Utility Committee

From: Jim Hausauer, Water Reclamation Utility Director

Re: Project WW1701 – Final Balancing Change Order #10- PKG Contracting Inc.

Background/Phase II Improvements

In 2014, the City of Fargo completed a Water Reclamation Facility (WRF) Plan to review the existing facilities condition & capacity. The Facility Plan assessed all process equipment & structural components of the WRF, as well as deficiencies associated with capacity, condition, & future regulations. Improvements were prioritized via a phased approach based on immediate needs/deficiencies, with a goal to treat projected hydraulic & organic loading over the next 20-plus years to meet the needs for Fargo growth and regionalization. The facility will double its capacity to treat 29 million gallons per day, serving a regional population of 270,700.

Project Funding

The Water Reclamation Utility has a placeholder in the 20-year CIP for the Phase II Expansion. The project is funded with a 30-year/2% Clean Water State Revolving Fund (CWSRF) loan. The debt is programmed to be repaid with rate revenue, infrastructure sales tax funds and is included in our Revenue Adequacy Model. Loan forgiveness funds are also available within the CWSRF Program in North Dakota. The Project WW1701 Construction Loan 380715-05 has been determined to be eligible for loan forgiveness in the amount of \$4,348,770. To ensure that loan forgiveness funds are used expeditiously, we are required to use all loan forgiveness funds by June 30, 2026.

Project WW1701 has been under construction since May 2020. There have been 9 change orders for this \$123,950,000 project, which included:

1. Shifting work from the Phase IIA project to Phase IIB for construction sequencing purposes.
2. Adding \$52,443 to the contract for changes due to a deeper storm water pipe than expected.
3. Extending the completion date for Covid-19 related delays.
4. Emergency repair of two failed manholes on the West Side Interceptor totaling \$127,486.
5. Replacement of the HVAC system and plumbing in the Trickling Filter Pump Station for \$523,095.
6. Replacement of 3 BOD & 3 Nitrification pumps in the Trickling Filter Pump Station totaling \$998,002.
7. Replacement of BOD Trickling Filter Pump Station electrical and controls totaling \$852,825.
8. Electrical & controls improvements in the Admin/Ops building and procurement of a pump for the new headworks building in the amount of \$317,649.
9. Trickling Filter exterior tank wall recoating. (The 5 tanks have not been recoated since the 1990's) Electrical installation, connection and programming of an influent pH meter, new garage electrical service, 7 new exterior electrical receptacles, correct sludge transfer #2 tunnel drainage and grading issues, and a time extension with a new completion date of December 31, 2025.

Project WW1701-Change Order #10

Final Balancing Change Order #10 is a -\$383,633 decrease in the contract price for labor, equipment & materials required for earthwork, concrete pavement, sloped pavement, curb and gutter modifications that were paid by a separate FEMA pre-disaster mitigation project and funding source. The work was necessary to meet FEMA flood elevation requirements.

All Change Orders to date, are less than 2.2% of the original bid price.

Recommended Motion

Approve Project WW1701 negative Final Balancing Change Order #10 for a reduction of the contract price in the amount of -\$383,633 from PKG Contracting Inc.

Change Order No. 10

Date of Issuance: December 23, 2025

Effective Date: January 20, 2025⁵⁶

Owner: City of Fargo, ND

Owner's Contract No.: WW1701

Contractor: PKG Contracting

Contractor's Project No.: 1811

Engineer: Apex Engineering Group

Engineer's Project No.: 18.102.0114

Project: Fargo WWTF Expansion Phase IIB

Contract Name: Phase IIB Expansion

The Contract is modified as follows upon execution of this Change Order:

Description: Decrease in contract price for labor, equipment and materials required for earthwork, concrete pavement, sloped pavement and curb and gutter modifications paid by FEMA under a separate funding source. The Work was necessary to meet FEMA flood elevation requirements and was paid by FEMA and not under this contract.

Attachments: PKG PCOs 26-FEMA.

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIMES [note changes in Milestones if applicable]
Original Contract Price: \$ <u>123,950,000.00</u>	Original Contract Times: Substantial Completion: <u>December 31, 2023</u> Ready for Final Payment: <u>May 31, 2024</u> days or dates
[Increase] [Decrease] from previously approved Change Orders No. <u>1</u> to No. <u>9</u> : \$ <u>3,069,927.00</u>	[Increase] [Decrease] from previously approved Change Orders No. <u>1</u> to No. <u>9</u> : Substantial Completion: <u>December 31, 2025</u> Ready for Final Payment: <u>December 31, 2025</u> days
Contract Price prior to this Change Order: \$ <u>127,019,927.00</u>	Contract Times prior to this Change Order: Substantial Completion: <u>December 31, 2025</u> Ready for Final Payment: <u>December 31, 2025</u> days or dates
[Increase] [Decrease] of this Change Order: \$ <u>383,633.00</u>	[Increase] [Decrease] of this Change Order: Substantial Completion: <u>N/A</u> Ready for Final Payment: <u>N/A</u> days or dates
Contract Price incorporating this Change Order: \$ <u>126,636,294.00</u>	Contract Times with all approved Change Orders: Substantial Completion: <u>December 31, 2025</u> Ready for Final Payment: <u>December 31, 2025</u> days or dates

RECOMMENDED:		ACCEPTED:	
By: <u>Karla J. Olson</u>	By: _____	By: <u>[Signature]</u>	By: _____
Engineer (if required)	Owner (Authorized Signature)	Contractor (Authorized Signature)	
Title: <u>Project Manager</u>	Title: <u>Mayor</u>	Title: <u>Project Manager</u>	
Date: <u>12-23-25</u>	Date: _____	Date: <u>12-23-25</u>	

Approved by Funding Agency (if applicable)

By: _____ Date: _____

Title: _____



December 9, 2025

APEX Engineering Group
4733 Amber Valley Parkway South
Fargo, ND 58104

Attn: Karla Olson

RE: Fargo Wastewater Treatment Facility - Phase IIB
City of Fargo Project Number: WW1701

SUBJECT: Proposed Change Order No. 26-FEMA

This itemized proposal is for changes in the Contract Sum and/or Time incidental to the proposed modifications described herein.

PCO No. 26-FEMA This change order is for providing labor, equipment, and materials as necessary associated with added costs related to the FEMA levee project. The areas affected are as shown on APEX sheets 24.C.02, 24.C.03, and 24.C.05. This includes changes to earthwork, concrete pavement, sloped pavement, and curb & gutter modifications.

A.) 1. PKG Labor: (including burden/lodging/per diem)

	Qty.	Unit	U/P	Total
Earthwork to Change Grade @ N-S Road	784	CY	\$6.75	\$ 5,292.00
Earthwork to Change Grade @ E-W Road	917	CY	\$6.75	\$ 6,189.75
5" Sloped Reinf Concrete Protection	10,039	SF	\$4.73	\$ 47,484.47
5" Sloped Reinf Concrete Protection w/waterstop	2,517	SF	\$5.53	\$ 13,919.01
8" Reinf Concrete Pavement	6,925	SF	\$3.04	\$ 21,052.00
14" Reinforced Concrete Pavement	288	SF	\$5.32	\$ 1,532.16
Curb & Gutter	180	LF	\$29.92	\$ 5,385.60

Subtotal Section A.1

\$ 100,854.99

2. PKG Material: (including tax):

	Qty.	Unit	U/P	Total
Earthwork to Change Grade @ N-S Road	784	CY	\$0.00	\$ -
Earthwork to Change Grade @ E-W Road	917	CY	\$0.00	\$ -
5" Sloped Reinf Concrete Protection	10,039	SF	\$7.51	\$ 75,392.89
5" Sloped Reinf Concrete Protection w/waterstop	2,517	SF	\$8.37	\$ 21,067.29
8" Reinf Concrete Pavement	6,925	SF	\$6.27	\$ 43,419.75
14" Reinforced Concrete Pavement	288	SF	\$12.70	\$ 3,657.60
Curb & Gutter	180	LF	\$13.87	\$ 2,496.60

Subtotal Section A.2

\$ 146,034.13

3. PKG Equipment/Rentals: (including fuel/oil/expendables)

	Qty.	Unit	U/P	Total
Earthwork to Change Grade @ N-S Road	784	CY	\$10.63	\$ 8,333.92
Earthwork to Change Grade @ E-W Road	917	CY	\$10.63	\$ 9,747.71
5" Sloped Reinf Concrete Protection	10,039	SF	\$2.48	\$ 24,896.72
5" Sloped Reinf Concrete Protection w/waterstop	2,517	SF	\$2.48	\$ 6,242.16
8" Reinf Concrete Pavement	6,925	SF	\$0.90	\$ 6,232.50
14" Reinforced Concrete Pavement	288	SF	\$0.90	\$ 259.20
Curb & Gutter	180	LF	\$7.10	\$ 1,278.00

Subtotal Section A.3

\$ 56,990.21

4. 15% Fee (Overhead & Profit on items A.1,2,3)

\$ 45,581.90

Subtotal Section A

\$ 349,461.23

Office: 701.232.3870
Fax: 701.232.3935

4501 S University Drive
Fargo, ND 58104

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B.)	1. Subcontractor:		
	- NA	\$	
	2. 5% Fee (Overhead & Profit on item B.1)	\$	
	<i>Subtotal Section B</i>	\$	
C.)	Supplemental Costs:		
	1. Small Tools/Equip. & Expendables (10% of A.1)	\$	10,085.50
	2. Safety Expense (4% of A.1)	\$	4,034.20
	3. Temporary Construction Facilities (4% of Section A, B & C.1)	\$	14,381.87
	<i>Subtotal C.1, C.2.C.3</i>	\$	28,501.57
	4. Bonding & Insurance (1.5% of Section A,B,C)	\$	5,669.44
	<i>Subtotal of Section A,B,C</i>	\$	383,632.24
TOTAL CHANGE REQUEST			\$ 383,633.00
TOTAL CHANGE IN CONTRACT TIME (working days)			TBD

Should you need additional information, please do not hesitate to contact me.

Thank you,

PKG Contracting, Inc.


John Gisvold
Project Manager

cc: 2005 PCO file

Change Order No. 10

Date of Issuance: December 23, 2025

Effective Date: January 20, 2025 ⁶

Owner: City of Fargo, ND

Owner's Contract No.: WW1701

Contractor: PKG Contracting

Contractor's Project No.: 1811

Engineer: Apex Engineering Group

Engineer's Project No.: 18.102.0114

Project: Fargo WWTF Expansion Phase IIB

Contract Name: Phase IIB Expansion

The Contract is modified as follows upon execution of this Change Order:

Description: Decrease in contract price for labor, equipment and materials required for earthwork, concrete pavement, sloped pavement and curb and gutter modifications paid by FEMA under a separate funding source. The Work was necessary to meet FEMA flood elevation requirements and was paid by FEMA and not under this contract.

Attachments: PKG PCOs 26-FEMA.

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIMES [note changes in Milestones if applicable]
Original Contract Price: \$ <u>123,950,000.00</u>	Original Contract Times: Substantial Completion: <u>December 31, 2023</u> Ready for Final Payment: <u>May 31, 2024</u> days or dates
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[Increase] [Decrease] of this Change Order: \$ <u>383,633.00</u>	[Increase] [Decrease] of this Change Order: Substantial Completion: <u>N/A</u> Ready for Final Payment: <u>N/A</u> days or dates
Contract Price incorporating this Change Order: \$ <u>126,636,294.00</u>	Contract Times with all approved Change Orders: Substantial Completion: <u>December 31, 2025</u> Ready for Final Payment: <u>December 31, 2025</u> days or dates

RECOMMENDED:
By: Karla Olson
Engineer (if required)

Title: Project Manager
Date: 12-23-25

ACCEPTED:

By: _____
Owner (Authorized Signature)
Title: Mayor

Date: _____

ACCEPTED:

By: [Signature]
Contractor (Authorized Signature)
Title: Project Manager

Date: 12-23-25

Approved by Funding Agency (if applicable)

By: _____

Title: _____

Date: _____



December 9, 2025

APEX Engineering Group
4733 Amber Valley Parkway South
Fargo, ND 58104

Attn: Karla Olson

RE: Fargo Wastewater Treatment Facility - Phase IIB
City of Fargo Project Number: WW1701

SUBJECT: Proposed Change Order No. 26-FEMA

This itemized proposal is for changes in the Contract Sum and/or Time incidental to the proposed modifications described herein.

PCO No. 26-FEMA This change order is for providing labor, equipment, and materials as necessary associated with added costs related to the FEMA levee project. The areas affected are as shown on APEX sheets 24.C.02, 24.C.03, and 24.C.05. This includes changes to earthwork, concrete pavement, sloped pavement, and curb & gutter modifications.

A.) 1. PKG Labor: (including burden/lodging/per diem)

	Qty.	Unit	U/P	Total
Earthwork to Change Grade @ N-S Road	784	CY	\$6.75	\$ 5,292.00
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8" Reinf Concrete Pavement	6,925	SF	\$3.04	\$ 21,052.00
14" Reinforced Concrete Pavement	288	SF	\$5.32	\$ 1,532.16
Curb & Gutter	180	LF	\$29.92	\$ 5,385.60

Subtotal Section A.1

\$ 100,854.99

2. PKG Material: (including tax):

	Qty.	Unit	U/P	Total
Earthwork to Change Grade @ N-S Road	784	CY	\$0.00	\$ -
Earthwork to Change Grade @ E-W Road	917	CY	\$0.00	\$ -
5" Sloped Reinf Concrete Protection	10,039	SF	\$7.51	\$ 75,392.89
5" Sloped Reinf Concrete Protection w/waterstop	2,517	SF	\$8.37	\$ 21,067.29
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14" Reinforced Concrete Pavement	288	SF	\$12.70	\$ 3,657.60
Curb & Gutter	180	LF	\$13.87	\$ 2,496.60

Subtotal Section A.2

\$ 146,034.13

3. PKG Equipment/Rentals: (including fuel/oil/expendables)

	Qty.	Unit	U/P	Total
Earthwork to Change Grade @ N-S Road	784	CY	\$10.63	\$ 8,333.92
Earthwork to Change Grade @ E-W Road	917	CY	\$10.63	\$ 9,747.71
5" Sloped Reinf Concrete Protection	10,039	SF	\$2.48	\$ 24,896.72
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14" Reinforced Concrete Pavement	288	SF	\$0.90	\$ 259.20
Curb & Gutter	180	LF	\$7.10	\$ 1,278.00

Subtotal Section A.3

\$ 56,990.21

4. 15% Fee (Overhead & Profit on items A.1,2,3)

\$ 45,581.90

Subtotal Section A

\$ 349,461.23

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Fax: 701-232-3935

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Fargo, ND 58104

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B.) **1. Subcontractor:**

- NA

2. 5% Fee (Overhead & Profit on item B.1)

Subtotal Section B

\$	-
\$	-
\$	-

C.) **Supplemental Costs:**

1. Small Tools/Equip. & Expendables (10% of A.1)

\$ 10,085.50

2. Safety Expense (4% of A.1)

\$ 4,034.20

3. Temporary Construction Facilities

\$ 14,381.87

(4% of Section A, B & C.1)

Subtotal C.1, C.2.C.3

\$ 28,501.57

4. Bonding & Insurance (1.5% of Section A,B,C)

\$ 5,669.44

Subtotal of Section A,B,C

\$ 383,632.24

TOTAL CHANGE REQUEST

\$ 383,633.00

TOTAL CHANGE IN CONTRACT TIME (working days)

TBD

Should you need additional information, please do not hesitate to contact me.

Thank you,

PKG Contracting, Inc.


John Gisvold

Project Manager

cc: 2005 PCO file

Change Order No. 10

Date of Issuance: December 23, 2025

Effective Date: January 20, 2025

Owner: City of Fargo, ND

Owner's Contract No.: WW1701

Contractor: PKG Contracting

Contractor's Project No.: 1811

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Engineer's Project No.: 18.102.0114

Project: Fargo WWTF Expansion Phase IIB

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RECOMMENDED:		ACCEPTED:	
By: <u>Karla J. Olson</u>	By: _____	By: <u>[Signature]</u>	By: _____
Engineer (if required)	Owner (Authorized Signature)	Contractor (Authorized Signature)	
Title: <u>Project Manager</u>	Title: <u>Mayor</u>	Title: <u>Project Manager</u>	
Date: <u>12-23-25</u>	Date: _____	Date: <u>12-23-25</u>	

Approved by Funding Agency (if applicable)

By: _____ Date: _____

Title: _____



December 9, 2025

APEX Engineering Group
4733 Amber Valley Parkway South
Fargo, ND 58104

Attn: Karla Olson

RE: Fargo Wastewater Treatment Facility - Phase IIB
City of Fargo Project Number: WW1701

SUBJECT: Proposed Change Order No. 26-FEMA

This itemized proposal is for changes in the Contract Sum and/or Time incidental to the proposed modifications described herein.

PCO No. 26-FEMA This change order is for providing labor, equipment, and materials as necessary associated with added costs related to the FEMA levee project. The areas affected are as shown on APEX sheets 24.C.02, 24.C.03, and 24.C.05. This includes changes to earthwork, concrete pavement, sloped pavement, and curb & gutter modifications.

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14" Reinforced Concrete Pavement	288	SF	\$5.32	\$ 1,532.16
Curb & Gutter	180	LF	\$29.92	\$ 5,385.60

Subtotal Section A.1

\$ 100,854.99

2. PKG Material: (including tax):

	Qty.	Unit	U/P	Total
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Earthwork to Change Grade @ E-W Road	917	CY	\$0.00	\$ -
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14" Reinforced Concrete Pavement	288	SF	\$12.70	\$ 3,657.60
Curb & Gutter	180	LF	\$13.87	\$ 2,496.60

Subtotal Section A.2

\$ 146,034.13

3. PKG Equipment/Rentals: (including fuel/oil/expendables)

	Qty.	Unit	U/P	Total
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Earthwork to Change Grade @ E-W Road	917	CY	\$10.63	\$ 9,747.71
5" Sloped Reinf Concrete Protection	10,039	SF	\$2.48	\$ 24,896.72
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14" Reinforced Concrete Pavement	288	SF	\$0.90	\$ 259.20
Curb & Gutter	180	LF	\$7.10	\$ 1,278.00

Subtotal Section A.3

\$ 56,990.21

4. 15% Fee (Overhead & Profit on Items A.1,2,3)

\$ 45,581.80

Subtotal Section A

\$ 349,461.23

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Fax: 701-232-3935

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Fargo, ND 58104

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Page 2
 PKG Contracting, Inc.
 FEMA Proposal

B.) 1. Subcontractor:		
- NA	\$	-
2. 5% Fee (Overhead & Profit on item B.1)	\$	-
<i>Subtotal Section B</i>		\$ -
C.) Supplemental Costs:		
1. Small Tools/Equip. & Expendables (10% of A.1)	\$	10,085.50
2. Safety Expense (4% of A.1)	\$	4,034.20
3. Temporary Construction Facilities (4% of Section A, B & C.1)	\$	14,381.87
<i>Subtotal C.1, C.2.C.3</i>		\$ 28,501.57
4. Bonding & Insurance (1.5% of Section A,B,C)		\$ 5,669.44
<i>Subtotal of Section A,B,C</i>		\$ 383,632.24
TOTAL CHANGE REQUEST		\$ 383,633.00
TOTAL CHANGE IN CONTRACT TIME (working days)		TBD

Should you need additional information, please do not hesitate to contact me.

Thank you,

PKG Contracting, Inc.

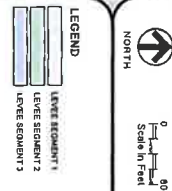
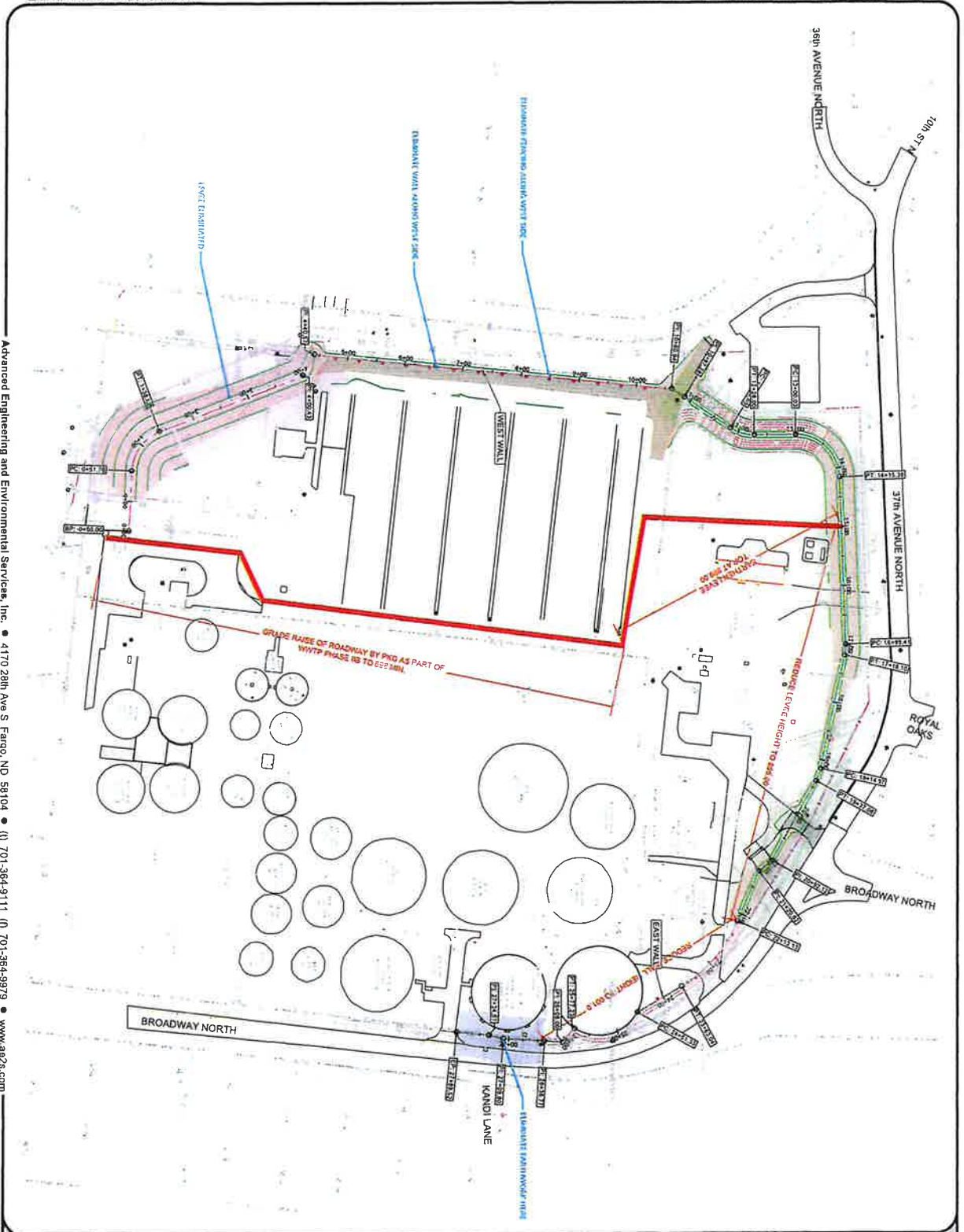

 John Gisvold
 Project Manager

cc: 2005 PCO 機

Project: R/S: 36th Avenue
 Date: Wednesday, April 21, 2015
 User: David St. John
 Date: Friday, April 14, 2015 11:07:26 AM

File: C:\Users\David.StJohn\Documents\2015\2015 Fargo WWTF Lane Pool Design\Project Plans\36th Avenue\36th Avenue.dwg
 User: David.StJohn

Advanced Engineering and Environmental Services, Inc. • 4170 28th Ave S Fargo, ND 58104 • (701) 364-3111 • (701) 364-3979 • www.aes2.com



603	DATE	BY	CHKD	APP'D
04/21/2015	DS	DS	DS	DS
04/21/2015	DS	DS	DS	DS
04/21/2015	DS	DS	DS	DS

FARGO WWTF FLOOD PROTECTION
 CITY OF FARGO
 FARGO, NORTH DAKOTA
 PROJECT OVERVIEW



PRELIMINARY
 NOT FOR CONSTRUCTION
 NOT A CONTRACT

24

REPORT OF ACTION**UTILITY COMMITTEE**

Project WW2353

Type: AE2S-Task Order #16

Location: Regional Collection System Master Planning

Date of Hearing: 1-7-2026

<u>Routing</u>	<u>Date</u>
City Commission	<u>1-20-2026</u>
Project File	<u> </u>

Jim Hausauer, Water Reclamation Utility Director, presented the attached memo and Task Order #16 from AE2S to update a Water Reclamation Utility Collection System Master Plan (CSMP). In the early 2000's, the CoF Water Reclamation Utility undertook a major wastewater collection system planning effort known as the Collection System Master Plan (CSMP). The CSMP was completed in 2005, and has guided the Utility in planning, designing, constructing & implementing projects for over two decades. The original CSMP has provided a 20+-year collection system capital improvement plan (CIP). The CSMP has guided the Water Reclamation Utility to successfully implemented efforts to support Fargo growth and become a regional provider to neighboring communities. With additional outside users, the Water Reclamation Utility intends to develop a Regional Collection System Master Plan to address Fargo's wastewater collection system infrastructure needs for decades ahead.

The Regional CSMP will consist of four (4) core tasks, in which each task will include the development of a Technical Memorandum:

- 1). Task 01 – Evaluate the existing collection system

Task XX: Population and Growth Assessment: This has been completed with the Regional Water Master Plan with the results being directly applied to the Regional CSMP

- 2). Task 02: Wastewater Generation Analysis
- 3). Task 03: Wastewater Flow Projections & Long-Term Collection System Needs
- 4). Task 04: Capital Improvement Plan

Task Order #16-Task1

This Task Order aims to document Fargo's current wastewater collection system and lift station network such as capacities, remaining life and condition. This will set the foundation for future evaluation of wastewater collection system infrastructure needs. Other tasks will be added to this Task Order as amendments as work progresses. Completion of the full Regional Collection System Master Plan will take place over the course of 10-12 months. These Task Orders will be funded with Project WW2353 (Regional Service Planning) Rate Fund 521.

On a motion by Troy Hall, seconded by Dan Portlock, the Utility Committee voted to approve Task Order #16-Task 01, in the amount of \$43,400 from AE2S to complete an updated Fargo/Regional Collection System Master Plan to determine Fargo's wastewater infrastructure needs into the future.

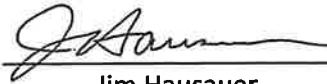
Recommended Motion

Concur with the Utility Committee recommendation to approve Task Order #16- Task 01, in the amount of \$43,400 from AE2S to complete an updated Fargo/Regional Collection System Master Plan to determine Fargo's wastewater infrastructure needs into the future.

<u>COMMITTEE:</u>	<u>Present</u>	<u>Yes</u>	<u>No</u>	<u>Unanimous X</u>
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Denise Kolpack, City Commissioner				
Susan Thompson, Director of Finance	X	X		Virtual
Brian Ward, Water Plant Supt.	X	X		
Mark Miller, Water Reclamation Plant Supt.	X	X		
Bruce Grubb, Temp. PT City Administrator	X	X		
Scott Liudahl, City Forester				
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		N. Boerboom proxy
Brenda Derrig, Assistant City Administrator	X	X		Virtual
Dan Portlock, Water Utility Engineer	X	X		

ATTEST:



Jim Hausauer
Water Reclamation Utility Director

C: Mayor Mahoney
Commissioner Strand
Commissioner Piepkorn
Commissioner Turnberg

Memorandum

January 7th, 2026

To: Utility Committee
From: Jim Hausauer, Water Reclamation Utility Director
RE: AE2S Task Order #16 – Task 01
Fargo/Regional Collection System Master Planning

Background

In the early 2000's, the CoF Water Reclamation Utility undertook a major wastewater collection system planning effort known as the Collection System Master Plan (CSMP). The CSMP was completed in 2005, and has guided the Utility in planning, designing, constructing and implementing projects for nearly two decades. Essentially, the original CSMP has provided a 20+-year collection system capital improvements plan.

The CSMP as guided the Water Reclamation Utility to successfully implement improvement projects and planning efforts to support Fargo growth and led to becoming a regional provider to neighboring communities. With additional outside users, the Water Reclamation Utility intends to develop a Regional Collection System Master Plan to address Fargo's wastewater collection system infrastructure needs for decades ahead.

The Regional CSMP will consist of four (4) core tasks, in which each task will include the development of a Technical Memorandum:

- 1). Task 01 – Evaluate the existing collection system
Task XX: Population and Growth Assessment: This has been completed with the Regional Water Master Plan with the results being directly applied to the Regional CSMP
- 2). Task 02: Wastewater Generation Analysis
- 3). Task 03: Wastewater Flow Projections & Long-Term Collection System Needs
- 4). Task 04: Capital Improvement Plan

Task Order #16

Existing Collection System Summary- Task 01. This Task Order aims to document Fargo's current wastewater collection system and lift station network such as capacities, remaining life and condition. This will set the foundation for future evaluation of wastewater collection system infrastructure needs. Other tasks will be added to this Task Order as amendments as work progresses. Completion of the full Regional Collection System Master Plan will take place over the course of 10-12 months. These Task Orders will be funded with Project WW2353 (Regional Service Planning) Rate Fund 521.

Recommended Motion

Approve Task Order #16- Task 01, (Existing Collection System Summary) in the amount of \$43,400 from Advanced Engineering and Environmental Services to complete an updated Fargo/Regional Collection System Master Plan to determine Fargo's wastewater infrastructure needs into the future.



December 3, 2025

Mr. Jim Hausauer
Water Reclamation Utility Director
3400 N Broadway
Fargo, ND 58102

**RE: Fargo Regional Collection System Master Plan
AE2S Task Order No. 16**

Dear Jim:

Thank you for the opportunity to submit this proposal for the Fargo Regional Water System Master Plan. This letter and the attached Task Order No. 16 provide the proposed scope of services for Task 01 of the Master Plan. The professional fees for this Task Order are \$43,400.

In the early 2000s, the City of Fargo undertook a significant wastewater collection system planning effort known as the Collection System Master Plan (CSMP). Completed in 2005, the CSMP has guided the Water Reclamation Utility in planning, designing, and implementing projects for nearly two decades. The primary deliverable was a 24-year capital improvements plan spanning from 2005 to 2028.

Over the last 20 years, the CSMP has guided the Water Reclamation Utility to successfully implement several improvement projects and additional planning efforts to support the growing needs of the City and, in part, have led to Fargo becoming a regional wastewater provider to neighboring communities and systems. Due to the addition of outside bulk users and several changes to the collection system, the Water Reclamation Utility intends to develop a new Regional Collection System Master Plan to address Fargo's wastewater collection system infrastructure needs in the decades ahead.

The Regional Collection System Master Plan is anticipated to consist of four (4) core tasks, in which each Task will include the development of a Technical Memorandum:

- Task 01 – Existing Water System Summary
- Population and Growth Assessment
 - o This has been completed underneath the Regional Water System Master Plan and the results of this effort can be directly applied to the Regional Collection System Master Plan.
- Task 02 – Wastewater Generation Analysis
- Task 03 – Wastewater Flow Projections and Long-Term Collection System Needs
- Task 04 – Capital Improvements Plan

Task Order No. 16 includes Task 01 – Existing Collection System Summary. Other tasks are anticipated to be added to this Task Order in the form of subsequent amendments, as work progresses. Completion of the full Regional Collection System Master Plan is anticipated to take place over the course of approximately 10 months.

December 3, 2025

Page 2 of 2

RE: Fargo Regional Collection System Master Plan | AE2S Task Order No. 16



If you agree with the proposed scope of services and associated professional fees presented in the attached Task Order No. 16, please sign in the spaces provided, retain one fully executed copy for your records, and return the other fully executed copy to AE2S. We are excited to assist the City on this important effort.

Sincerely,

AE2S

A handwritten signature in black ink, which appears to read "Ryan Grubb", is positioned above the printed name.

Ryan Grubb, PE
Client Services Manager

Water Reclamation Utility Task Order No. 16

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 Task Order Date: December 8, 2025
- B. Owner: City of Fargo Enterprise Utilities (Water Reclamation Utility)
- C. Engineer: Advanced Engineering and Environmental Services, LLC (AE2S)
- D. Engineer Project No.: P00803-2024-006
- E. Specific Project (title): Fargo Regional Collection System Master Plan
- F. Specific Project (description):

In the early 2000s, the City of Fargo undertook a significant wastewater collection system planning effort. The project, referred to as the Collection System Master Plan (CSMP), was completed in 2005. Since its completion, the CSMP has served as a valuable planning tool, in which the primary deliverable included a wastewater system capital improvements plan (CIP) spanning from 2005 to 2028.

With the CSMP being 20 years old coupled with numerous significant wastewater system planning efforts and projects completed over the last two decades, the Owner desires to complete an updated master plan to help guide the Owner's wastewater needs for the future decades to come.

The Regional Collection System Master Plan consists of four (4) core tasks, in which each Task will include the development of a Technical Memorandum. This Task Order covers Task 01 – Existing Collection System Summary, which aims to document Fargo's current wastewater collection system and lift station network comprehensively. Task 01 will set the foundation for evaluating future wastewater collection system infrastructure needs.

2. Services of Engineer

- A. The specific services to be provided or furnished by Engineer under this Task Order are detailed in Attachment 1 and include the services (and related terms and conditions) set forth in the following sections of Exhibit A, as attached to the Agreement referred to above, such sections being hereby incorporated by reference:
 - Study and Report Services (Exhibit A, Paragraph A1.01), further defined in Attachment 1.
- B. 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.

4. Owner's Responsibilities

Owner shall have those responsibilities set forth in Article 2, Exhibit B of the Agreement.

5. Task Order Schedule

In addition to any schedule provisions provided in Exhibit A or elsewhere, the parties shall meet the following approximate schedule:

- Task Order approval – December 8, 2025
- Submit Draft Technical Memorandum No. 1 to Owner – February 2026
- Submit Final Technical Memorandum No. 1 to Owner – March 2026

6. Payments to Engineer

A. Owner shall pay Engineer for services rendered under this Task Order as follows:

Phase	Task Number and Task Name	Payment Method	Estimated Hours	Amount
021	Study and Report Phase Services	Method A		
	01 Project Management		12	\$2,800
	02 Existing Collection System Summary		196	\$40,600
Total			208	\$43,400

Compensation items and totals based in whole or in part on Hourly Rates are estimates only. Lump sum amounts and estimated totals included in the breakdown by phases incorporate Engineer's labor, overhead, profit, reimbursable expenses (if any), and Consultants' charges, if any. For lump sum items, Engineer may alter the distribution of compensation between individual phases (line items) to be consistent with services actually rendered, but shall not exceed the total lump sum compensation amount unless approved in writing by the Owner.

B. The terms of payment are set forth in Article 4 of the Agreement and in the applicable governing provisions of Exhibit C, where Method A is a Lump Sum payment and Method B is payment for Standard Hourly Rates.

7. Consultants retained as of the Effective Date of the Task Order: None.

8. Other Modifications to Agreement and Exhibits: None.

9. Attachments: None.

10. Other Documents Incorporated by Reference:

- Attachment 1 – Scope of Services for Task Order


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 December 8, 2025.

OWNER: City of Fargo (Water Reclamation Utility)

ENGINEER: Advanced Engineering and
Environmental Services, LLC (AE2S)

By:  _____

By: _____

Name: Jim Hausauer, REHS

Name: Ryan Grubb, PE

Title: Water Reclamation Utility Director

Title: Operations Manager

DESIGNATED REPRESENTATIVE FOR
TASK ORDER:

DESIGNATED REPRESENTATIVE FOR
TASK ORDER:

Name: Jim Hausauer, REHS

Name: Kellen Grubb, PE

Title: Water Reclamation Utility Director

Title: Project Manager

Address: 3400 N Broadway
Fargo, ND 58102

Address: 4170 28th Ave S
Fargo, ND 58104

E-Mail
Address: JHausauer@FargoND.gov

E-Mail
Address: Kellen.Grubb@AE2S.com

Phone: (701) 241 - 8565

Phone: (701) 364 - 9111

Scope of Services

The following is a detailed breakdown of this Scope of Services to Water Reclamation Consulting Task Order No. 16.

Phase 021 – Study and Report Phase Services

In accordance with Paragraphs A1.01 and A1.08 of Exhibit A of the Original Task Order Agreement, dated January 1, 2021, ENGINEER shall perform the following additional Study and Report Phase services under Water Reclamation Consulting Task Order No. 16:

Task 01 – Project Management and Administration

- Perform general Project administration activities including progress monitoring, scheduling, general correspondence, office administration, and invoicing. These activities include maintaining contact and liaison with the Owner and Project staff; providing Owner with monthly Project financial status updates; ensuring that the needs of the Owner are met in a timely manner, and monitoring Project budgets and schedules.

Task 02 – Existing Collection System Summary

- Provide an overview of the following infrastructure system components
 - o Sanitary Sewers
 - o Interceptor Systems
 - o Lift Station Infrastructure and Communications
 - Lift station flow schematic, capacities and general characteristics
 - Communications and telemetry summary
 - o Treatment Infrastructure
 - This will be limited to a high-level summary of Regional Water Reclamation Facility's treatment processes and capacity. It will also include a high-level summary of the existing lagoon system, including conveyance capacity to the lagoons.
 - o Effluent Reuse Facilities
- Summarize information on existing bulk customers and outside users, including connection infrastructure and details on the bulk wastewater agreements.
- Integrate past planning efforts that are relevant and important to the Regional Collection System Master Plan (RCSMP).
- Attend and facilitate three (3) coordination meetings with the Owner focused on the following existing system topics:
 - o Lift station infrastructure and communications
 - o Outside users and agreements
 - o Progress review
- Prepare a draft Technical Memorandum and submit to the Owner for review.
- Incorporate Owner comments and prepare a final Technical Memorandum.

1.0 Background and Purpose

In the early 2000s, the City of Fargo undertook a significant wastewater collection system planning effort. The project, the Collection System Master Plan (CSMP), was completed in 2005. Since its completion, the CSMP has served as a valuable planning tool, in which the primary deliverable included a wastewater system capital improvements plan (CIP) spanning 23 years from 2005 to 2028.

With the CSMP being 20 years old coupled with numerous significant wastewater system planning efforts and projects completed over the last two decades, the City desires to complete an updated master plan to help guide the City's wastewater needs for future decades to come.

2.0 Proposed Scope Items

The following scope items are considered as Phase 020 – Study and Report Phase Services:

- Task 01 | TM 1 – Existing Collection System Summary (1-2 months)
- Task XX | TM 2 – Basis of Planning (completed underneath Regional Water System Master Plan)
- Task 02 | TM 3 – Wastewater Generation Analysis (1-2 months)
- Task 03 | TM 4 – Wastewater Flow Projections and Long-Term Wastewater Needs (2-3 months)
- Task 04 | TM 5 – Capital Improvements Plan (CIP) (2-3 months)

It's estimated that the completion of all the above tasks will take 6-10 months.

3.0 Detailed Scope Review

TASK 01 TM 1 – EXISTING COLLECTION SYSTEM SUMMARY	
Purpose	Prior to initiating a wastewater system master planning effort, it's important to document key information about the existing system. This includes, but is not limited to, infrastructure capacities, infrastructure remaining life and approximate condition, collection and lift station system composition, treatment and reuse infrastructure, discharge permits, etc. Also included in this task would be highlighting past planning efforts over the past 20 years, to ensure valuable past planning information can be drawn on and integrated within the RWSMP update.
Engineer's Responsibilities	<ul style="list-style-type: none"> - Provide an overview of the following infrastructure system components: <ul style="list-style-type: none"> o Sanitary Sewers o Interceptor System o Lift Stations o Treatment Infrastructure - Document existing system hydraulic model composition, and when models were last calibrated/updated. - Summarize information on existing bulk customers, including connection infrastructure and details on the bulk wastewater agreements. - Summarize past planning efforts that are relevant and important to the DSMP Update - Summarize information within a Technical Memorandum (TM 1)
Owner's Responsibilities	<ul style="list-style-type: none"> - Provide information, reviews, and attend meetings, as needed.
Deliverables	<ul style="list-style-type: none"> - TM 1 – Existing Wastewater System Summary
Estimated Timeline	<ul style="list-style-type: none"> - 1-2 months
Estimated Fee:	

Regional Collection System Master Plan (RCSMP) - Scope Outline

City of Fargo

11/26/2025

- \$43,500
TASK 02 TM 2 – WASTEWATER GENERATION ANALYSIS
Purpose
A wastewater generation analysis includes a look under the hood of how much wastewater is generated/treated during average, peak, and seasonal times, infiltration and inflow (I/I) significance, as well as unique/specific customer flows. This task is essential in determining wastewater flow projections, which ultimately drive future capital improvement project recommendations.
Engineer's Responsibilities
<ul style="list-style-type: none"> - Conduct a historical wastewater generation analysis to fully understand how Fargo and Fargo's bulk customers generate wastewater over the previous 10 years. This includes the following trends/analyses: <ul style="list-style-type: none"> o Average Day Flow (ADF) o Maximum Day Flow (MDF) o Maximum Month Flow (MMF) o Peak Hourly Flow (PHF) o Seasonal Variations o Per-Capita Wastewater Generation o Flows Based on Zoning/Land Use Classification o Peaking Factors
Owner's Responsibilities
<ul style="list-style-type: none"> - Provide information, reviews, and attend meetings, as needed.
Deliverables
<ul style="list-style-type: none"> - TM 2 – Wastewater Generation Analysis
Estimated Timeline
<ul style="list-style-type: none"> - 1-2 months
Estimated Fee Range:
<ul style="list-style-type: none"> - \$33,500 - \$39,000

TASK 03 TM 3 – WASTEWATER FLOW PROJECTIONS AND LONG-TERM WASTEWATER NEEDS
Purpose
Develop wastewater flow projections to assist in developing capital improvement project recommendations. Additionally, this task includes documenting the City's long-term wastewater system needs.
Engineer's Responsibilities
<ul style="list-style-type: none"> - Project future wastewater flows across the planning horizons; per capita flows (across all regional service population) and georeferenced (for Fargo only) based on the findings from Task 02 and Task 03. - Identify existing system bottle-necks based on future wastewater flow projections. - Document future lift station needs, including high-level location and capacity. - Document future treatment system capacity limitations and suggest potential areas for satellite water reclamation facilities. - Develop a plan and reserve capacity for serving future industries with reclaimed effluent via existing ERF facilities or expanded new facilities. - Develop a schematic showing the key infrastructure and infrastructure improvements required to provide wastewater service under the long-term planning horizon (2075).
Owner's Responsibilities
<ul style="list-style-type: none"> - Provide information, reviews, and attend meetings, as needed.
Deliverables
<ul style="list-style-type: none"> - TM 3 – Wastewater Flow Projections and Long-Term Wastewater Needs
Estimated Timeline
<ul style="list-style-type: none"> - 2-3 months
Estimated Fee Range:

Regional Collection System Master Plan (RCSMP) - Scope Outline

City of Fargo

11/26/2025

- \$56,000 - \$65,400

TASK 04 | TM 4 – CAPITAL IMPROVEMENTS PLAN (CIP)**Purpose**

The core deliverable to serve as a roadmap for the Water Reclamation Utility is the CIP.

Engineer's Responsibilities

- Develop project recommendations for based on hydraulic findings, identified deficiencies, and Owner input.
- Develop planning-level quantity takeoffs and respective cost estimates for recommended projects.
- Prioritize and plan project recommendations into a Capital Improvements Plan.
- Integrate the 25-year CIP into AE2S Optx. Utilize Optx to produce project cut-sheets for inclusion in the Technical Memorandum.

Owner's Responsibilities

- Provide information, reviews, and attend meetings, as needed.

Deliverables

- TM 4 – Capital Improvements Plan

Estimated Timeline

- 2-3 months

Estimated Fee Range:

- \$71,600 - \$83,500

4.0 Total Estimated Fee

Task	Estimated Fee Range
TASK 01 TM 1 – EXISTING WASTEWATER SYSTEM SUMMARY	\$43,500
TASK 02 TM 3 – WASTEWATER GENERATION ANALYSIS	\$33,500 - \$39,000
TASK 03 TM 4 – WASTEWATER FLOW PROJECTIONS AND LONG-TERM WASTEWATER NEEDS	\$56,000 - \$65,400
TASK 04 TM 5 – CAPITAL IMPROVEMENTS PLAN (CIP)	\$71,600 - \$83,500
Total Estimated Fee	\$204,600 - \$231,400

4.0 Potential Scope Additions

- Wastewater System Hydraulic Modeling
- Collection System Risk Assessment (CoF and LoF Analysis)
- Lift Station Risk Assessment Updates
- Odor Control Assessment



Water Treatment Plant

435 14th Avenue South

Fargo, ND 58103

Office: 701.241.1469 | Fax: 701.241.8110

www.FargoND.gov

January 9th, 2026

25

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

Contract for Electrician at the Water Treatment Plant (RFP26032)

Commissioners:

Water Utility staff requests approval of the attached agreement for contract electrician services to support projects at the water treatment plant. Following a competitive RFP process, JDP submitted the lowest responsive bid and has been selected to provide these services.

- JDP Electric, Inc; \$120 per hour for the calendar year 2026

Funding for this agreement will come from water treatment plant operations budget.

SUGGESTED MOTION:

Award the bid and approve the agreement with JDP Electric, Inc to provide an electrician to complete projects at the water treatment plant for the calendar year 2026 (RFP26032).

Respectfully Submitted,

Dan Portlock, PE
Assistant Water Utility Director

**Electrical Services Agreement
Between
City of Fargo
and JDP Electric.
RFP26032**

This Electrical Services Agreement (the "Agreement," which includes all attachments), effective 1/19/2026 ("Effective Date"), is entered into by and between JDP Electric. (the "Vendor"), having a principal place of business at 803 28th street S, Ste A, Fargo, ND 58103 and City of Fargo (the "City"), a North Dakota municipal corporation, having a principal place of business at 225 4th Street North, Fargo, North Dakota 58102 (each a "Party" and collectively, the "Parties").

1. TERM

The term of this Agreement will be from the "Effective Date" until the end of the year 2026.

2. STATEMENT OF WORK

An initial project summary of services the Vendor is to provide under this Agreement is described in the Statement of Work form ("Statement of Work") attached hereto as Attachment A. Vendor hereby agrees to complete work pursuant to a work request. Any services provided by the Vendor under this Agreement are referred to as "Services."

3. MATERIALS

Vendor shall furnish transportation required to provide services or deliverables required under Statements of Work. Vendor shall provide all available material safety data sheets for City approval prior to use of materials.

4. LIEN WAIVER

Vendor shall submit its lien waivers and obtain and submit lien waivers from all subcontractors, and material suppliers with invoices Vendor submits to City. City's obligation to pay invoices will be contingent upon receipt of applicable lien waivers.

5. COMPENSATION

Negotiated Rate Sheet ("Rate Sheet") for the current Agreement year is attached as Attachment B. Except as otherwise provided, undisputed invoices shall be payable within 30 calendar days after the receipt of the invoice. Invoices shall be e-mailed to Dportlock@fargond.gov, jkosienki@fargond.gov. Include RFP26032 on each invoice.

6. OWNERSHIP OF DOCUMENTS

Vendor's work product reimbursed by the City, including all data, documents, results, ideas, developments and inventions that Vendor conceives or uses during the course of its performance under this Agreement shall be the City's property, unless otherwise agreed.

7. INDEPENDENT CONTRACTOR

The relationship between the Parties shall, within the context of this Agreement, be that of an independent contractor and nothing in this Agreement should be construed to create a partnership, joint venture, or employer-employee relationship. The Vendor shall, at all times during the term of this Agreement, perform the duties and responsibilities herein. Neither Party is an agent of the other Party and is not authorized to make any representation contract, or contract commitment on behalf of the other Party.

8. NO CONFLICTS OF INTEREST

Vendor must disclose any actual, apparent, or potential Conflict of Interest to the City prior to execution of this Agreement if a conflict of interest arises or appear to arise during the term of this Agreement, contractor agrees to abide by any reasonable mitigation plan developed with or by the City. "Conflict of Interest" means any activity, interest, or relationship of Vendor or any of its officers, directors, affiliates, or principals that may compromise that person's ability to render impartial assistance or advice to the City or that may give rise to legal or reputational concerns or any competitive advantage unfair to the City.

9. CONFIDENTIALITY

The Vendor agrees to not, directly or indirectly, disclose, make known, divulge, publish, or communicate any confidential information to any person, firm, or corporation without consent unless that disclosure is authorized under North Dakota law.

10. INSURANCE

a. Vendor will obtain and maintain the following insurance coverage, including the City of Fargo as an additional insured, via commercial insurance:

i. Commercial General Liability covering bodily injury and tangible property damage liability with a limit of not less than U.S. \$1,000,000 each occurrence, \$2,000,000 aggregate.

ii. Workers' Compensation (or maintenance of a legally permitted and government-approved program of self-insurance) covering Vendor Personnel pursuant to applicable state workers' compensation laws for work-related injuries suffered by Vendor's Personnel, if Vendor employs Personnel;

- iii. Employer's Liability with limits of not less than U.S. \$1,000,000 per accident;
- v. Automobile Liability with \$2,000,000 combined single limit per occurrence, for bodily injury and property damage combined covering owned, if Vendor owns any vehicles, non-owned, and hired vehicles, if Vendor brings vehicles on the City's premises or uses vehicles in the performance of services.
- vi. Limits for Commercial General Liability and Automobile Liability may be provided through a combination of primary and umbrella coverage; and
- b. Vendor shall provide the City with evidence of the foregoing coverage before providing any services.
- c. Vendor shall notify the City 30 days prior to cancellation or reduction in limits of any insurance required hereunder.

11. INDEMNIFICATION

Vendor agrees to indemnify and hold harmless the City, its officers, employees, insurers, and self-insurance pool, from and against all liability, claims, and demands, on account of injury, loss, or damage, including without limitation claims arising from bodily injury, personal injury, sickness, disease, death, property loss or damage, or any other loss of any kind whatsoever, which arise out of or are in any manner connected with this Agreement, if such injury, loss, or damage is caused in whole or in part by, or is claimed to be caused in whole or in part by, the act, omission, error, Vendor error, mistake, negligence, or other fault of the Vendor, any subcontractor of the Vendor, or any officer, employee, representative, or agent of the Vendor or of any subcontractor of the Vendor, or which arises out of any workmen's compensation claim of any employee of the Vendor or of any employee of any subcontractor of the Vendor. The Vendor agrees to investigate, handle, respond to, and to provide defense for and defend against, any such liability, claims or demands at the sole expense of the Vendor, or at the option of the City, agrees to pay the City or reimburse the City for the defense costs incurred by the City in connection with, any such liability, claims, or demands. The Vendor does not agree to defend, indemnify, or hold harmless the City of the City's own actions, omissions or negligence.

12. FORCE MAJEURE

Neither Party shall be liable for damages or deemed in default of this Agreement and any Statement of Work hereunder to the extent that any delay or failure in the performance of its obligations (other than the payment of money) results, without its fault or negligence, from any cause beyond its reasonable control, such as acts of God, acts of civil or military authority, embargoes, epidemics, war, riots, insurrections, fires, explosions, earthquakes, floods, adverse weather conditions, union activity, strikes or lock-outs, and changes in laws, statutes, regulations, or ordinances.

13. DISPUTE RESOLUTION

Vendor and the City will exercise good faith efforts to resolve disputes through a mutually acceptable Alternative Dispute Resolution process. Nothing prevents the Parties from pursuing litigation in the appropriate State or Federal court, located in Cass County, North Dakota

14. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the state of North Dakota.

15. ENTIRE AGREEMENT

The terms and conditions set forth herein and any Attachment referenced herein constitute the entire understanding of the Parties relating to the provision of services by Vendor to City and shall be incorporated in all Statements of Work unless otherwise so stated therein. This Agreement may be amended only by a written instrument signed by both Parties.

16. ASSIGNMENT

This Agreement may not be assigned by Vendor or City without the prior written consent of the other Party.

17. TERMINATION

This Agreement may be terminated by either Party upon thirty (30) day written notice should the other Party fail to perform in accordance with the terms hereof, provided such failure is not cured within such thirty (30) day period. City may terminate this Agreement for convenience at any time, in which event Vendor shall be compensated in accordance with the terms hereof for Services performed and reimbursable expenses incurred prior to its receipt of written notice of termination from City.

18. SEVERABILITY

Should a court of law determine that any clause or section of this Agreement is invalid, all other clauses or sections shall remain in effect.

IN WITNESS WHEREOF, City and JDP Electric have caused this Agreement to be duly executed as of the date first above written.

CITY OF FARGO

JDP Electric Incorporated

BY _____

BY _____

Dr. Timothy J. Mahoney, Mayor

David Zens, Vice President

DATE: _____

DATE: 1-6-2026

ATTEST:

BY _____

_____, City Auditor

Statement of Work

The City of Fargo Water Utility has a wide variety of electrical and mechanical equipment in need of periodic maintenance, troubleshooting and repair. Also, there are a variety of small installation projects that come up routinely. The vendor shall provide a licensed electrician to report to the City of Fargo Water Treatment plant to work an estimated 40 hours/week in 2026 to complete electrical projects.

Below is an initial project list the Vendor is to provide under the Agreement.

1. Install actuators at Water Towers
2. Install/test PLC for booster pumps in Lime Softening Plant
3. Install VFD's for pressed sludge in Membrane Plant
4. Wire actuators for hot water system
5. Wire power and controls for a lime slaker & soda ash feeder
6. Assist with replacing PLC's
7. Wire actuators in Lime Softening Plant blow off pit
8. Wire a mixer for a splitter box
9. Wire Power and Controls for Sludge Plant Presses

Rate Sheet

Labor Rates:

Licensed Electrician	Electrical work of all types during normal business hours.	\$120.00/hr
Licensed Electrician OT	Electrical work of all types outside normal business hours.	\$180.00/hr
Project Manager	Project oversight, system design, technical coordination, labor coordination	\$140.00/hr

**Overtime rate is applied after 40 weekly hours, or outside normal business hours.

Material and sub fees:

20% mark up on all material invoices

10% mark up on all subcontractors