

FARGO CITY COMMISSION AGENDA
Monday, June 22, 2026 – 5:00 P.M.

Executive Session at 4:15 p.m.

Roll Call.

PLEASE NOTE: The Board of City Commissioners will convene in the City Commission Chambers at 4:15 p.m. and retire into Executive Session in the Red River Room for the purpose of (1) receiving its attorney's advice regarding and in anticipation of reasonable predictable civil litigation with James and Vicki Ingstad regarding their property located at 1102 32nd Avenue South and to receive its attorney's advice and guidance on the legal risks, strengths and weaknesses of an action of a public entity, which if held in public, would have an adverse fiscal effect on the City and (2) for purposes of discussing negotiation strategy with its attorney or other negotiator regarding a pending annexation proceeding with Fercho Properties, LLP and to receive its attorney advice and guidance on the legal risks, strengths and weaknesses of an action of a public entity, which, to discuss these matters in an open meeting will have a negative fiscal effect on the bargaining and/or litigation position of the city. Thus, an Executive Session for this matter is authorized pursuant to North Dakota Century Code 44-04-19.1 subsections 2, 5 and 9 and North Dakota Century Code § 44-04-19.2, subsection 1.

Regular Meeting at 5:00 P.M.

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

- A. Pledge of Allegiance.
- B. Roll Call.
- C. Approve Order of Agenda.
- D. Minutes (Regular Meeting, June 8, 2026).

CONSENT AGENDA – APPROVE THE FOLLOWING:

1. Letter of Support for Synclaire Events Center to the ND Opportunity Fund Consortium.
2. Certificate of Completion with Great Plains Block 3 Holdings, LLC and Tax Increment Revenue Note of 2026 (Tax Increment District 2021-01 Project).
3. Authorize the Mayor to sign documents that allow property tax exemptions approved by the City Commission to be the community match for the Bank of ND Flex PACE Program.
4. Authorize City Administration to sign letters of support for the ND Opportunity Fund Program.

5. Waive requirement to receive and file an Ordinance one week prior to 1st reading and 1st reading of an Ordinance Amending Section 1-0305A of Article 1-03 of Chapter 1 of the Fargo Municipal Code Relating to Classification of Ordinance Violations.
6. 2nd reading, waive reading and final adoption of an Ordinance Amending Section 21.1-0102 of Article 21.1-01 of Chapter 21.1 of the Fargo Municipal Code Relating to the International Residential Code; 1st reading, 6/8/26.
7. Agreement Concerning Annexation and Standstill Period with Fercho Properties, LLP and APLD FAR-01 LLC.
8. Renewal of the Alcoholic Beverage Licenses and Live Entertainment Licenses until 6/30/27, contingent upon all essential requirements for renewal are met by 6/30/26.
9. Site Authorizations for Games of Chance.
10. Applications for Games of Chance.
11. Developer Agreement with Rising Investments, LLC for Horizon Addition.
12. Amendment No. 3 in the amount of \$50,000.00 (\$25,000.00 City of Fargo's share) for Project No. QN-23-B0.
13. Agreement Regarding Deferral of Special Assessments for Enclave Covey, LLC.
14. Contract and bond for Project No. NR-26-C3.
15. Contract and bond for Project No. NR-26-C4.
16. Contract and bond for Project No. UR-26-A1.
17. Amendment No. 6 in the amount of \$27,892.00 for Improvement District No. BN-25-A0.
18. Memorandum of Offer to Landowner for Easement (Temporary Construction Easement) with Alexander J. Herz and Cassie D. Herz (Improvement District No. BR-26-G1).
19. Create Improvement District No. BR-26-D and adopt Resolution of Necessity (Paving and Utility Rehab/Reconstruction).
20. Receive and file the Amendment to the Limited Franchise Agreement with Cass County Electric Cooperative, Inc., adding the area annexed by the City of Fargo on 4/14/26.
21. Items from FAHR Meeting:
 - a. Receive and file General Fund - Budget to Actual through 5/31/26.
 - b. Acceptance of an anonymous donation of \$1,500.00 and related budget adjustment.
 - c. Request to overfill the 8/3/26 Fire Academy by one firefighter position.
 - d. Downtown Parking Policy/Procedure and rate structure updates as presented.
 - e. Amendment No. 2 to Consulting Agreement with czb, LLC (RFP22159).
22. Reallocation of approximately \$1.5 million in unspent Series 2024G bond proceeds to facility-related projects, as presented.
23. Notice of Grant Award from the ND Department of Emergency Services for FY 2025 State Homeland Security Grant Program and related budget adjustments.

24. Notice of Grant Award from the ND Department of Environmental Quality for Water Pollution - EPA Block (CFDA #66.605).
25. Rural Health Transformation Program Grant Agreement from the ND Department of Health and Human Services and the Rural Health Transformation Project (CFDA #93.798).
26. Resolution approving Plat of Horizon Addition.
27. Resolution approving Plat of Timber Parkway Twelfth Addition.
28. Resolution approving Plat of Grafstrom Second Addition.
29. Resolution approving Plat of Lenthe's Second Addition.
30. Change Order No. 2 in the amount of \$143,000.00 for Project No. WA2502.
31. Contract and bond for Project No. WA2506.
32. Contract and bond for Project No. WA2512.
33. Bill of Sale with Cass Rural Water Users District to transfer the ownership of the Effluent Reuse Facility to the City of Fargo.
34. Bills.

REGULAR AGENDA:

PUBLIC HEARINGS - 5:05 pm:

35. **PUBLIC HEARING – CONTINUED to 7/20/26** – Application for a Class “GH” Alcoholic Beverage License for Divine Taste of Africa Cuisine Catering Services LLC d/b/a Divine Taste of Africa to be located at 855 45th Street South, Suite A1.
36. **PUBLIC HEARING - CONTINUED to 7/20/26** – Application for a Class “FA” Alcoholic Beverage License for La Terraza LLC d/b/a La Terraza Mexican Bar & Grill to be located at 5570 32nd Avenue South.
37. **PUBLIC HEARING** - Application for a Class “W” Alcoholic Beverage License for Polished Nail Spa, Inc. d/b/a Polished Nail Spa to be located at 4265 45th Street South #129; continued from the 5/26/26 Regular Meeting.
38. **PUBLIC HEARING** - Application for a Class “Y” Alcoholic Beverage License for BCKM Enterprises d/b/a North Brewing to be located at 3105 North Broadway #7; continued from the 5/26/26 Regular Meeting.
39. **PUBLIC HEARING** – Application for the transfer of a Class “ABH” Alcoholic Beverage License from SMC Fargo JV, LLC d/b/a Fargo Courtyard to Brandt Hospitality Group, Inc. d/b/a Fargo Courtyard located at 2249 55th Street South.
40. **PUBLIC HEARING** – Hearing on a dangerous building located at 111-113 32nd Avenue North.

PUBLIC HEARING - Lost Creek First Addition (6685 57th Street South and 5120 64th Avenue South); approval recommended by the Planning Commission on 5/5/26; continued from the 5/26/26 Regular Meeting:

- a. Zoning Change from AG, Agricultural to SR-4, Single-Dwelling Residential, SR-5, Single-Dwelling Residential, MR-3, Multi-Dwelling Residential with a C-O, Conditional Overlay and P/I, Public and Institutional.
 - b. 1st reading of rezoning Ordinance.
 - c. Plat of Lost Creek First Addition.
42. Selection of the First-Ranked Proposal for the Convention Center.
 43. Request for Spirit of Fargo Funds for use at the Resource and Recovery Center.
 44. Recommendation to conclude the Human Rights Commission.
 45. Recommendation for appointments to the following Boards and Commissions:
 - a. Special Assessment Commission.
 - b. Library Board.
 - c. Liquor Control Board.
 - d. Planning Commission.
 46. Applications for Property Tax Exemptions for Improvements Made to Buildings:
 - a. The Polansky Family Joint Revocable Trust (5 years).
 - b. 7 Oak Homes LLC (5 years).
 - c. Austin and Morgan Steichen (5 years).
 47. Liaison Commissioner Assignment Updates.
 48. **PUBLIC COMMENTS (2.5 minutes will be offered for comment with a maximum of 30 minutes total for all public comments. Individuals who would like to address the Commission, whether virtually or in person, must sign-up at [here](#)).**

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

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



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MEMORANDUM

TO: Fargo City Commission

FROM: Jim Gilmour, Director of Strategic Planning and Research *JG*

DATE: June 17, 2026

SUBJECT: Letter of Support for Synclaire Events

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. In order for a business 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.

Synclaire Events operates a wedding and events center in Downtown Fargo. The business is applying for a Flex PACE loan to finance the purchase of the building. The location will be at 613 1st Avenue North in the Historic Stone Building. The business has requested a letter of support from the City of Fargo to apply for NDOF financing as part of the building purchase.

Recommended Motion

Provide a letter in support of the Synclaire Events Center business to the North Dakota Opportunity Fund providing a match of the Bank of ND interest buy down program to purchase a building at 613 1st Avenue North.



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City Administration
225 4th Street North
Fargo, ND 58102

MEMORANDUM

TO: Fargo City Commission

FROM: Jim Gilmour, Director of Strategic Planning and Research

A handwritten signature in blue ink, appearing to read "JG", is positioned to the right of the "FROM:" line.

DATE: June 15, 2026

SUBJECT: Completion Documents for the River House redevelopment

The redevelopment of the River House site is complete and the developer has complied with the terms of the developer agreement. The project is located at 419 3rd Street North.

The new building has 115 apartments and a value of \$22.7 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 and the Private Placement Memorandum.

Recommended Motion

Approve and authorize the Mayor to sign the Certificate of Completion, the Tax Increment Note for the River House project at 419 3rd Street North.

CERTIFICATE OF COMPLETION

WHEREAS, the City of Fargo, North Dakota, a municipal corporation, (the “City”) and GREAT PLAINS BLOCK 3 HOLDINGS, LLC, a North Dakota limited liability company (the “Developer”) have entered into a Developer Agreement dated as of the 1st day of June, 2022; 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.

DATED: June 25, 2026

CITY OF FARGO,
a North Dakota municipal corporation

By: _____
Dr. Tim Mahoney, Mayor

Attest:

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

No. R-1

\$1,733,731.38

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

**\$1,733,731.38 TAX INCREMENT
REVENUE NOTE OF 2026**
(TAX INCREMENT DISTRICT 2021-01 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 GREAT PLAINS BLOCK 3 HOLDINGS, LLC, a North Dakota limited liability company (the "Developer"), or the registered assign, the principal sum of ONE MILLION SEVEN HUNDRED THIRTY-THREE THOUSAND SEVEN HUNDRED THIRTY ONE and 38/100ths Dollars (\$1,733,731.38), an amount issued in reimbursement of eligible costs paid by the Developer, unless due sooner by redemption or early payment, on the Maturity Date; 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 75/100ths Percent (4.75%)** 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 June 1, 2022 (as the same may be amended from time to time, the "Developer Agreement"), by and between the City and GREAT PLAINS BLOCK 3 HOLDINGS, 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 GREAT PLAINS BLOCK 3 HOLDINGS, 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 commencing on the later of (a) May 15th immediately following the date of issuance of the Tax Increment Note and (b) May 15th of the second calendar year following the final year in which a Renaissance Zone tax exemption, under Chapter 40-63 of the North Dakota Century Code, if any, is applicable to the Development Property and on May 15th of each year thereafter until the Maturity Date, said May 15th dates being referred to herein as a "Payment Date" or collectively as "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 for the first Tax Year and (b) for all payments after said first payment on the Tax Increment Note, the amounts payable on the Tax Increment Note on each Payment Date shall be limited to the Available Tax Increments received by the City (and not previously paid to the Registered Owner and applied by City as an Annual Administrative Fee) for the first and any subsequent Tax Year. 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 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.

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.

No Payment Upon Default. 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.

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 \$1,733,731.38 [\$1,447,266 plus \$286,465.38 in Capitalized Interest] (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 2021-01, specifically the costs identified in Section 3.3 of the Developer Agreement. The Notes are payable out of the Tax Increment Revenue Note of 2026 Fund of the City, to which have been pledged amounts representing Available Tax Increments to be received by the City from the City's 2021-01 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 GREAT PLAINS BLOCK 3 HOLDINGS, LLC, by reorganization, merger or acquisition, (2) a member of GREAT PLAINS BLOCK 3 HOLDINGS, LLC, (3) a related person to such member or successor, (4) a "qualified institutional buyer" as defined in Rule 144A promulgated under the federal Securities Act of 1933, or (5) 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 GREAT PLAINS BLOCK 3 HOLDINGS, 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 GREAT PLAINS BLOCK 3 HOLDINGS, 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 June 25, 2026.

CITY OF FARGO, CASS COUNTY, NORTH
DAKOTA

By: _____
Dr. Tim Mahoney, its Mayor

ATTEST:

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

(SEAL)

**PRIVATE PLACEMENT
MEMORANDUM**

Relating to

CITY OF FARGO, NORTH DAKOTA

\$1,733,731.38 Tax Increment Revenue Note of 2026

(Great Plains Block 3 Holdings Redevelopment Project—Tax Increment District No. 2021-01)

Effective Date: June 25, 2026

This Private Placement Memorandum sets forth in brief form certain information relevant to the holders of the \$1,733,731.38 Tax Increment Revenue Note of 2026 (Great Plains Block 3 Holdings – Riverhouse 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 June 1, 2022 (the "Development Agreement"), by and between the City and Great Plains Block 3 Holdings, 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. 2021-01 (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 June 25, 2026, pertaining to the delivery by the City to Developer of a Tax Increment Note with the same said effective date and that this Memorandum was delivered to the undersigned the 25th day of June, 2026.

DATED: June 25, 2026


GREAT PLAINS BLOCK 3 HOLDINGS,
LCC

By _____,
_____, its _____

3

MEMORANDUM

TO: Board of City Commissioners

FROM: Jim Gilmour, Director of Strategic Planning and Research 

DATE: June 18, 2026

SUBJECT: Bank of ND Interest Buydown Program

The City Fargo approves various property tax exemptions for businesses. These include the Renaissance Zone program, remodeling exemptions, new industry exemptions, Payments in Lieu of Taxes (PILOT) and Tax Increment Financing.

Many of the businesses that receive these exemptions apply for a Flex PACE loan from the Bank of ND. The Flex PACE loan program buys the interest rate down by up to 5%. FLEX PACE loans require a community match. The various property tax exemptions provided by the City qualify as that match.

In order to qualify the property tax exemption as match for the Flex PACE loan program, the Mayor must sign that the City approves the use of the exemption as community match for the Bank of ND program. I have been putting these requests individually on the consent agenda.

I would like to streamline and speed approval of allowing property tax exemptions as community match. I'm recommending the Mayor be authorized to sign documents that allow property tax exemptions approved by the City Commission to be match for the Bank of ND Flex PACE Program.

Recommended Motion

Authorize the Mayor to sign documents that allow property tax exemptions approved by the City Commission to be match for the Bank of ND Flex PACE Program.




City Administration
225 4th Street North
Fargo, ND 58102

④

MEMORANDUM

TO: Fargo City Commission

FROM: Jim Gilmour, Director of Strategic Planning and Research 

DATE: June 18, 2026

SUBJECT: Letters of Support for NDOF Requests

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. In order for a business 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. I have been putting these requests individually on the consent agenda.

I would like to streamline and speed approval of the letters of support. There isn't a reason to not support a business from using the NDOF program. I'm recommending that City Administration be authorized to sign letters of support for the NDOF program.

Recommended Motion

Authorize City Administration to sign letters of support for the NDOF program.



CITY ATTORNEY
Ian R. McLean

**OFFICE OF THE
CITY ATTORNEY**



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

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

June 18, 2026

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

**RE: Amending Section 1-0305 Relating to the Classification of Ordinance Violations –
Dangerous Building Violations**

Dear Commissioners,

Enclosed for your review and consideration is an ordinance amending Section 1-0305(A)(1) relating to the classification of ordinance violations.

Article 21-04 of the Fargo Municipal Code, which governs dangerous buildings, currently classifies violations as misdemeanors under Section 21-0406. However, Article 21-04 is not currently included among the misdemeanor classifications listed in Section 1-0305(A)(1).

The amendment is merely a “clean up” measure intended to eliminate an inconsistency within the code and ensure that the general classification provisions accurately reflect the existing penalty provisions applicable to dangerous building violations. The amendment is clarifying in nature and does not create a new offense or increase any existing penalties.

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

Suggested Motion: I move to waive receipt and filing of the enclosed ordinance one week prior to first reading and that this be the first reading, by title, of an Ordinance Amending Section 1-0305(A)(1) of Article 1-03 of Chapter 1 of the Fargo Municipal Code relating to the classification of ordinance violations.

Sincerely,

Alissa R. Farol Czapiewski
Assistant City Attorney

Enclosure

cc: Shawn Ouradnik, Inspections Director
Chief Travis Stefonowicz, Fargo Police Department

OFFICE OF THE CITY ATTORNEY
FARGO, NORTH DAKOTA

ORDINANCE NO. _____

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

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

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

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

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

13 NOW, THEREFORE,

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

15 Section 1. Amendment.

16 Section 1-0305A, of Article 1-03, of Chapter 1, of the Fargo Municipal Code, is amended
17 as follows:

18 1-0305A. - Classification of ordinance violations.

19 A. Violations of the following ordinances are Class B misdemeanors, subject to
20 punishment as provided in this article:

21 1. Section 1-0306(D) (failure to appear or post bond on a non-criminal, non-
22 traffic offense), section 8-0305(A)(2) (fictitious registration), section 8-0305(A)(3)
23

OFFICE OF THE CITY ATTORNEY
FARGO, NORTH DAKOTA

ORDINANCE NO. _____

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(lending registration plates), section 8-0308 (reproducing operator's or driver's license or permit), section 8-0309 (driving under suspension), section 8-0310 (driving under the influence), section 8-0314 (reckless driving), section 8-0320(D) (failure to deliver plates) section 8-0803 (accidents involving damage to vehicle), section 8-0804 (duty to give information and render aid), section 8-0805 (duty upon striking fixture or other property), section 8-0809 (false reports), section 10-0104 (curfew), section 10-0201 (indecent exposure), section 10-0301 (disorderly conduct), section 10-0201 (indecent exposure), section 10-0301 (disorderly conduct), section 10-0317 (resisting police officer), section 10-0319 (incendiary devices), section 10-0320 (registration in schools), section 10-0321 (criminal mischief), section 10-0321.1 (criminal mischief-hate crime), section 10-0322 (harassment), section 10-0322.1 (harassment-hate crime), section 10-0323 (simple assault), section 10-0323.1 (simple assault-hate crime), section 10-0324 (aiding and abetting), section 10-0601 (shoplifting), section 10-0602 (theft), section 10-0702 (order to disperse), section 10-0703 (tenant/owner cooperation required), section 10-1202(2) ($\geq \frac{1}{2}$ oz. marijuana) and 10-1202(3) (under 21 in possession of marijuana), section 12-0117(C) and 12-0117(G) (potentially dangerous and dangerous dogs), section 13-0511 (removal of wastes), section 13-0513 (fee/permit for hauling waste), section 13-0529 (misuse of compost sites), article 13-13 (drug lab cleanup), article 13-18 (massage therapy establishments), chapter 17 (sewers and sewerage), article 18-09 (excavation code), article 21-04 (dangerous buildings), section 25-0412 (unlicensed taxicab or vehicle for hire), section 25-1509(A) (selling alcoholic beverage to minor), section 25-1518(C) (minor misrepresenting age), and section 25-1518(D) (delivery of alcoholic beverage to minor), article 25-33 (tattoos, body art and body piercing), article 25-36 (tanning facilities), article 25-38 (commercial pedal car vehicles).

OFFICE OF THE CITY ATTORNEY
FARGO, NORTH DAKOTA

ORDINANCE NO. _____

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Section 2. Effective Date.

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

Joshua Boschee., Mayor

Attest:

Angie Bear, Deputy Auditor
on behalf of City Auditor

First Reading:
Second Reading
Final Passage:

OFFICE OF THE CITY ATTORNEY
FARGO, NORTH DAKOTA



ORDINANCE NO. _____

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AN ORDINANCE AMENDING SECTION 21.1-0102 OF ARTICLE 21.1-01
OF CHAPTER 21.1 OF THE FARGO MUNICIPAL CODE
RELATING TO THE INTERNATIONAL RESIDENTIAL CODE

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

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

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

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

NOW, THEREFORE,

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

Section 1. Amendment.

Table R301.2 in Section 21.1-0102 of Article 21.1-01 of Chapter 21.1 of the Fargo Municipal Code is hereby deleted in its entirety and replaced to read as follows:

OFFICE OF THE CITY ATTORNEY
FARGO, NORTH DAKOTA

ORDINANCE NO. _____

TABLE R301.2
CLIMATIC AND GEOGRAPHIC DESIGN CRITERIA

GROUND SNOW LOAD ^o	WIND DESIGN				SEISMIC DESIGN CATEGORY ^f	SUBJECT TO DAMAGE FROM			ICE BARRIER UNDERLAYMENT REQUIRED ^h	FLOOD HAZARDS ^g	AIR FREEZING INDEX ⁱ	MEAN ANNUAL TEMP ^j
	Speed ^d (mph)	Topographic effects ^k	Special wind region ^l	Windborne debris zone ^m		Weathering ^a	Frost line depth ^b	Termite ^c				
44	111	No	No	No	Zone A	Severe	4.5'	None	Yes	1978	4000	41.5
MANUAL J DESIGN CRITERIA ⁿ												
Elevation			Allitude correction factor ^e	Coincident wet bulb	Indoor winter design relative humidity	Indoor winter design dry-bulb temperature		Outdoor winter design dry-bulb temperature		Heating temperature difference		
899			None	70	30%	70		-15		85		
Latitude			Daily range	Summer design gains	Indoor summer design relative humidity	Indoor summer design dry-bulb temperature		Outdoor summer design dry-bulb temperature		Cooling temperature difference		
47			M	20	50%	75		88		13		

For SI: 1 pound per square foot = 0.0479 kPa, 1 mile per hour = 0.447 m/s.

Section 2. Penalty.

A person who willfully violates this ordinance is guilty of an infraction. Every person, firm or corporation violating an ordinance which is punishable as an infraction shall be punished by a fine not to exceed \$1,000.00; the court to have power to suspend said sentence and to revoke the suspension thereof.

Section 3. Effective Date.

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

Timothy J. Mahoney, M.D., Mayor

(SEAL)

Attest:

First Reading:
Second Reading:
Final Passage:
Publication:

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



CITY ATTORNEY
Ian R. McLean

OFFICE OF THE
CITY ATTORNEY

SERKLAND LAW FIRM

10 Roberts Street North

Fargo, ND 58102

Phone: 701.232.8957 | Fax: 701.237.4049

ASSISTANT CITY ATTORNEYS

Nancy J. Morris ▪ Alissa R. Farol Czapiewski

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

May 21, 2026

APPROVED BY THE BOARD
OF CITY COMMISSIONERS
① 5-24-26 - R/F

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

RE: An Ordinance Deleting and Replacing Table R301.2 of the 2024 International Residential Code (IRC) Relating to Snow Load

Dear Mayor and Commissioners,

Enclosed for your consideration and approval is an ordinance amending Section 21.1-0102 of Article 21.1-01 of Chapter 21.1 of the Fargo Municipal Code, which contains the City’s amendments to the 2024 International Residential Code (“IRC”). Specifically, the proposed ordinance deletes and replaces Table R301.2 to correct the prescribed ground snow load requirement.

The Board of Appeals considered this matter at its May 7, 2026, meeting and recommended the change. Subsequently, at its May 11, 2026, meeting, the Board of City Commissioners directed the City Attorney’s Office to prepare an ordinance effectuating that recommendation. Accordingly, the proposed ordinance is submitted for your approval.

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

Suggested Motion: I move to receive and file an ordinance amending Section 21.1-0102 of Article 21.1-01 of Chapter 21.1 of the Fargo Municipal Code relating to the International Residential Code and to place the ordinance on for first reading at the next regularly-scheduled city commission meeting.

Sincerely,

Alissa R. Farol Czapiewski
Assistant City Attorney

Enclosure

cc: Shawn Ouradnik, Inspections Department



CITY ATTORNEY
Ian R. McLean

**OFFICE OF THE
CITY ATTORNEY**

7

SERKLAND LAW FIRM

10 Roberts Street North

Fargo, ND 58102

Phone: 701.232.8957 | Fax: 701.237.4049

ASSISTANT CITY ATTORNEYS

Nancy J. Morris ▪ Alissa R. Farol Czapiewski

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

June 18, 2026

Fargo City Commission
225 Fourth Street North
Fargo, ND 58102

Re: Agreement concerning Annexation and Standstill Period.

Dear Commissioners:

In August 2025, the City of Fargo initiated annexation proceedings for approximately 257 acres of property owned by Fercho Properties, LLP and located within Fargo's extraterritorial jurisdiction. Fercho and APLD FAR-01 LLC (Applied Digital) objected to the proposed annexation, resulting in the matter being submitted to mediation pursuant to North Dakota law.

Following mediation and subsequent negotiations, the parties have reached a proposed Agreement Concerning Annexation and Standstill Period. The agreement requires Fargo to withdraw its pending annexation proceedings and establishes a standstill period through May 1, 2028, during which Fargo will not pursue annexation of the property and Fercho/APLD will not petition to be annexed by any jurisdiction (with the exception that they may petition to be annexed by Fargo) and will not support annexation of the property into another municipality. The agreement also provides for good-faith discussions regarding the future development and long-term jurisdictional status of the property while preserving the parties' rights following expiration of the standstill period.

The proposed agreement resolves the current annexation dispute and shifts the parties from a contested annexation process to a collaborative approach focused on the future development of the property. The agreement provides a two-year period for Fargo, Fercho, and Applied Digital to work together in good faith regarding development and long-term jurisdictional issues while preserving each party's rights at the conclusion of the standstill period.

SUGGESTED MOTION:

I move to approve the enclosed Agreement Concerning Annexation and Standstill Period.

Sincerely,

Ian R. McLean
City Attorney

AGREEMENT CONCERNING ANNEXATION AND STANDSTILL PERIOD

THIS AGREEMENT CONCERNING ANNEXATION AND STANDSTILL PERIOD (“Agreement”) is entered into as of _____, 2026 (“Effective Date”), by and between the City of Fargo (“Fargo”), a municipal corporation organized and existing under the laws of the State of North Dakota; Fercho Properties, LLP (“Fercho”), a North Dakota limited liability partnership; and APLD FAR-01 LLC (“APLD”), a corporation incorporated under the laws of Delaware. Fargo, Fercho, and APLD, may be referred to individually as a “Party” and collectively as the “Parties.”

RECITALS

WHEREAS, Fercho owns certain real property located in Cass County, North Dakota, within the extraterritorial jurisdiction of the City of Fargo and adjacent to the City of Harwood (the “Subject Property”);

WHEREAS, the Subject Property is legally described as follows:

256.87 acres, more or less, consisting of the East Half of Section 3, Township 140 North, Range 49 West of the Fifth Principal Meridian, Cass County, North Dakota, less LESS the following tracts of land:

A tract of land in the Southeast Quarter (SE¼) and the Northeast Quarter (NE¼) of Section Three (3) in Township One Hundred Forty (140) North of Range Forty nine (49) West, as follows: Commencing at a point which is 1985 feet North of the Southeast corner of said Southeast Quarter, thence West 691.4 feet, the latter being the point of beginning, thence West 400 feet. North 1 596.8 feet. East 1 091.45 feet, South 651.8 feet, West 691.4 feet and South 945 feet to said point of beginning. (Legal Description taken from Document No. 1721673)

AND

A Fifteen acre tract in the Southeast Quarter and the Northeast Quarter of Section Three, Township One Hundred Forty North of Range Forty-nine West of the Fifth Principal Meridian, situate in the County of Cass and the State of North Dakota, and is specifically described as follows: Commencing at a point which is One Thousand Nine Hundred Eighty-five feet North of the Southeast corner of said Southeast Quarter, said point being point of beginning of tract of land hereinafter described; thence West and parallel to the South line of said Southeast Quarter for Six Hundred Ninety-one and Four-tenths feet; thence North and parallel to the East line of said Southeast and Northeast Quarters for Nine Hundred Forty-five feet; thence East and parallel to the South line of said Southeast Quarter for Six Hundred Ninety one and Forty-five hundredths feet; thence South and along said East line for Nine Hundred Forty-five feet to the point of beginning. (Legal Description taken from Document No. 1700954)

AND

Commencing at a point which is 1985 feet North of the Southeast corner of the Southeast Quarter of Section 3, Township 140 of Range 49 West of the Fifth Principal Meridian, situate in the County of Cass and the State of North Dakota, said point being the point of beginning of the tract of land hereafter described; thence South and along the East section line of said Southeast Quarter for 441 feet; thence West and parallel to the North line of said Southeast Quarter for 691.4 feet; thence North and parallel to the East line of said Southeast Quarter for 441 feet; thence East 691.4 feet to the point of beginning. (Legal Description taken from Document No. 1711029).

WHEREAS, APLD holds an option to purchase the Subject Property from Fercho;

WHEREAS, on or about August 4, 2025, Fargo adopted a resolution initiating annexation proceedings for the Subject Property;

WHEREAS, Fercho, as the owner of the Subject Property, filed a protest to Fargo's proposed annexation of the Subject Property, and APLD also filed a protest to such proposed annexation;

WHEREAS, North Dakota law provides that if the owners of one-fourth or more of the property proposed to be annexed file a protest, the city may either discontinue annexation proceedings or submit the matter to mediation pursuant to N.D.C.C. § 40-51.2-07.1;

WHEREAS on December 8, 2025, the City of Fargo elected to submit the matter to mediation pursuant to N.D.C.C. § 40-51.2-07.1

WHEREAS, the Parties have engaged in good-faith discussions, including mediation among the Parties, and desire to resolve the current dispute and avoid the time and expense associated with continued annexation proceedings, while recognizing that the future development and use of the Subject Property may ultimately inform any future jurisdictional considerations.

NOW, THEREFORE, in consideration of the mutual covenants set forth herein, the Parties Agree as follows:

AGREEMENT

1. **Withdrawal of Pending Annexation Resolution.** Fargo agrees that, following execution of this Agreement, it shall promptly take all actions necessary to withdraw and terminate its pending annexation proceedings for the Subject Property.
2. **Standstill Period.** The "Standstill Period" shall commence on the Effective Date of this Agreement and shall continue through May 1, 2028, unless earlier terminated by written agreement of all Parties.
3. **Fargo Covenant.** During the Standstill Period, Fargo agrees that it shall not initiate, adopt, or approve any resolution, or otherwise take any action, to annex the Subject Property;

provided, however, that nothing in this Agreement shall prohibit Fargo from accepting and acting upon a valid petition for annexation of the Subject Property submitted by the owner of the Subject Property. Notwithstanding any other provision of this Agreement, if during the Standstill Period, Harwood or any other municipality initiates, adopts, or otherwise undertakes any action to annex the Subject Property, or if any petition for annexation of the Subject Property is submitted to any municipality other than Fargo, Fargo shall be released from the restrictions contained in Section 3 and may immediately exercise any and all rights available under North Dakota law, including but not limited to filing protests, initiating annexation proceedings, adopting annexation resolutions, and taking any other action Fargo deems appropriate to protect its interests with respect to the Subject Property.

4. Fercho/APLD Covenant. During the Standstill Period, Fercho and APLD agree that they shall not submit or file any petition for annexation of the Subject Property into Harwood. Fercho and APLD further agree that they shall not support, assist with, or otherwise facilitate any petition for annexation of the Subject Property into Harwood. Fercho and APLD also agree not to support any resolution to annex the Subject Property of any municipality, including Fargo and Harwood, during the Standstill Period.
5. Good-Faith Discussions. During the Standstill Period, the Parties agree to engage in good-faith discussions regarding the potential development and use of the Subject Property and the long-term jurisdictional status of the Subject Property. Nothing in this Section shall obligate any Party to reach any agreement or to accept any particular terms, and nothing herein shall limit any Party's rights following expiration of the Standstill Period.
6. No Determination; Preservation of Future Rights. Except as expressly set forth herein, nothing in this Agreement shall be construed as a determination of jurisdiction over the Subject Property. Nothing in this Agreement shall be construed as limiting or restricting any Party's rights following expiration of the Standstill Period.
7. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and assigns. Fercho shall not transfer or convey any interest in the Subject Property unless the transferee agrees in writing to be bound by the terms of this Agreement. Any successor owner of the Subject Property shall be subject to and bound by the obligations set forth herein applicable to the owner of the Subject Property.
8. Term and Expiration. This Agreement shall remain in effect through the expiration of the Standstill Period, unless earlier terminated by written agreement of all Parties. Upon expiration or earlier termination of this Agreement, the obligations set forth herein shall terminate; provided, however, that such termination shall not affect any rights or remedies arising from any breach of this Agreement occurring prior to such expiration or termination.
9. Entire Agreement. This Agreement constitutes the entire agreement among the Parties with respect to the subject matter hereof and supersedes all prior and contemporaneous

negotiations, discussions, understandings, and agreements, whether written or oral, relating to such subject matter. Each Party acknowledges and agrees that, in entering into this Agreement, it has not relied upon any statement, representation, warranty, promise, or agreement of any other Party or of any other person or entity, except for those expressly set forth in this Agreement. This Agreement may be amended only by a written instrument executed by all Parties.

10. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of North Dakota
11. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument. Signatures delivered by electronic means, including by email in portable document format (PDF) or by recognized electronic signature platforms (including, without limitation, DocuSign or similar services), shall be deemed to have the same legal effect as original signatures for all purposes.

[Signature pages to follow]

IN WITNESS WHEREOF, the Parties have caused this AGREEMENT to be executed by their duly authorized representatives.

CITY OF FARGO,
a North Dakota political subdivision

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

ATTEST:

By _____
Susan Thompson, City Auditor

FERCHO PROPERTIES, LLP

By _____
William F. Fercho

Its: Partner

APLD FAR-01 LLC

By: _____

Its: _____



**AUDITOR'S
OFFICE**



AUDITOR'S OFFICE

Fargo City Hall
225 4th Street North

PO Box 2471

Fargo, ND 58108

Phone: 701.241.8108 | Fax: 701.241.8184

FargoND.gov

MEMORANDUM

TO:

Board of City Commissioners

FROM:

Angie Bear, Deputy City Auditor/City Clerk

DATE:

June 22, 2026

SUBJECT:

2026–2027 Fourth Quarter Alcohol Beverage License Renewal

Attached is a list of alcoholic beverage establishments requesting renewal of their Liquor and Live Entertainment Licenses through June 30, 2027. These licenses are eligible for renewal pending the satisfactory completion of all required steps.

Renewal requirements include:

- Submission of a completed license renewal form
- Submission of a CPA statement or North Dakota sales tax summary verifying that applicable food-percentage requirements have been met
- Completion of background checks on current owners and managers by the Fargo Police Department

If you have any questions regarding this matter, please feel free to contact me.

Recommended Motion:

Approve the fourth-quarter renewal of the attached liquor licenses through June 30, 2027, contingent upon all essential renewal requirements being met by June 30, 2026.

Acapulco Mexican Restaurant
Adibon A & E Fusion Cuisine
Bar 209
Beer and Fish Company
Benedict's Fargo
Bison Turf
Casa Mexicao
Chub's Pub & Package Place
District 64
Dogleg North
Duffy's
El Agave Mexican Restaurant
El Patron Mexican Cuisine
Fargo Force
Guadalajara Mexican Restaurant
Hera Nail Bar & Head Spa
Herd & Horns
India Palace
Izumi Sushi and Hibachi All You Can Eat
Izumi Sushi and Hibachi Buffet
Kobe's Japanese Cuisine
Kpot Korean BBQ & Hot Pot
Labby's Grill & Bar
Leela Thai Cuisine LLC
Lil' Jimmy's
Little Brother
Lyv at Uptown & Main
Martini Blu at the Grotto
Michele's Table
Nichole's Fine Pastry
Osaka Sushi and Hibachi
Paradiso
Passage to India
Pho D'Licious
Phoenix Buffet
Plaza Azteca Mexican Restaurant
Plaza Azteca Restaurantes Mexicanos
Puerto Vallarta
Q Nail & Spa
Rooter's Bar
Royal Buffet
Samurai Japanese Cuisine
Sanctuary Event Center
Son's of Norway
Super Buffet & Mongolian Grill
Synclaire Events Venue

Tacos Trompo
Tailgator's
Taj India
Tavern Grill
The Nail Company
The Toasted Frog
Tropical Spice Caribbean Cuisine
Wasabi Poke Bowl
Wild Terra Cider and Brewing Company
Xcalibur Entertainment



**AUDITOR'S
OFFICE**



AUDITOR'S OFFICE
Fargo City Hall
225 4th Street North
PO Box 2471
Fargo, ND 58108
Phone: 701.241.8108 | Fax: 701.241.8184
FargoND.gov

MEMORANDUM

TO: BOARD OF CITY COMMISSIONERS

FROM: AUDITOR'S OFFICE

DATE: JUNE 22, 2026

SUBJECT: GAMING SITE AUTHORIZATIONS

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

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



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

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

Full, Legal Name of Gaming Organization
West Fargo Hockey Association

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

Name of Location
Sickies Garage Burgers & Brews

Street 2551 45th St S Ste 101	City Fargo	ZIP Code 58104	County Cass
---	----------------------	--------------------------	-----------------------

Beginning Date(s) Authorized 07-01-2026	Ending Date(s) Authorized 06-30-2027	Number of Twenty-One tables, if zero, enter "0" 0
---	--	---

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

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

RESTRICTIONS FOR CITY/COUNTY USE ONLY

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

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

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

Days of week of gaming operations (if restricted)	Hours of gaming (if restricted)
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If any information above is false, it is subject to administrative action on behalf of the State of North Dakota Office of Attorney General

APPROVALS

Attorney General	Date
------------------	------

Signature of City/County Official	Date 6/22/26
-----------------------------------	------------------------

PRINT Name and official position of person signing on behalf of city/county above
Michelle Vanyo Deputy City Clerk/Records Admin

INSTRUCTIONS:

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

RETURN ALL DOCUMENTS TO:

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



GAMING SITE AUTHORIZATION
 ND OFFICE OF ATTORNEY GENERAL
 GAMING DIVISION
 SFN 17996 (6-2026)

Full, Legal Name of Gaming Organization
 Team Makers Club, Inc.

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

Name of Location Holiday Inn/Spirits Lounge		County Cass	
Address 3803 Fiechtner Dr.		City Fargo	ZIP Code 58103
Beginning Date(s) Authorized 07/01/2026	Ending Date(s) Authorized 06/30/2027	Number of Twenty One Tables (Enter 0 if none) 3	
Specific location where games of chance will be conducted <u>and</u> played at the site (required) Entire Lounge and banquet areas			
If conducting Raffle or Poker activity provide date(s) or month(s) of the event(s) if known			

RESTRICTIONS FOR CITY/COUNTY USE ONLY

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

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

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

Days of week of gaming operations (if restricted)	Hours of gaming operations (if restricted)
---	--

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

APPROVAL

Signature of City/County Official	Date 6/22/26
PRINT Name and official position of person signing on behalf of city/county above Michelle Vanyo Deputy City Clerk/Records Admin	

INSTRUCTIONS

- 1. City/County** - Generate and retain a copy of the approved Site Authorization for your records.
- 2. City/County** - Return the signed Site Authorization to the Charitable Gaming Organization.
- 3. Charitable Gaming Organization** - Upload the signed Site Authorization through the **Charitable Gaming Portal**. Site authorizations must be uploaded and approved by the Office of Attorney General before gaming may be conducted at the site.

Questions? Contact the Gaming Division at agogaming@nd.gov or (701) 328-4848.



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

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

Full, Legal Name of Gaming Organization
PRAIRIE PUBLIC BROADCASTING, INC

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

Name of Location MARGE'S SUPPER CLUB			
Street 210 BROADWAY N STE 90	City FARGO	ZIP Code ND	County CASS
Beginning Date(s) Authorized 07/01/2026	Ending Date(s) Authorized 06/30/2027	Number of Twenty-One tables, if zero, enter "0" 1	
Specific location where games of chance will be conducted and played at the site (required) ENTIRE FACILITY, EXCLUDING RESTROOMS			
If conducting Raffle or Poker activity provide date(s) or month(s) of the event(s) if known			

RESTRICTIONS FOR CITY/COUNTY USE ONLY

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

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

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

Days of week of gaming operations (if restricted)	Hours of gaming (if restricted)
---	---------------------------------

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

APPROVALS

Attorney General	Date
Signature of City/County Official	Date 6/22/26
PRINT Name and official position of person signing on behalf of city/county above Michelle Vanyo Deputy City Clerk/Records Admin	

INSTRUCTIONS:

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

RETURN ALL DOCUMENTS TO:

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

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MEMORANDUM

TO: BOARD OF CITY COMMISSIONERS

FROM: AUDITOR'S OFFICE

DATE: JUNE 22, 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.

✓ 5a



APPLICATION FOR A LOCAL PERMIT OR RESTRICTED EVENT PERMIT
 NORTH DAKOTA OFFICE OF ATTORNEY GENERAL
 GAMING DIVISION
 SFN 9338 (9-2023)

Applying for (check one)

Local Permit Restricted Event Permit*

Games to be conducted

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 CCRI, Inc.		Dates of Activity (Does not include dates for the sales of tickets) 08/07/2026	
Organization or Group Contact Person Miranda Roberts		E-mail miranda.roberts@creativecare.org	Telephone Number (218)443-6303
Business Address 2903 15th St S		City Moorhead	State MN
Mailing Address (if different)		City	State ZIP Code

SITE INFO

Site Name Brewhalla		County Cass	
Site Physical Address 1702 1st Ave N		City Fargo	State ND
Mailing Address (if different)		City	State ZIP Code

Provide the exact date(s) & frequency of each event & type (Ex. Bingo every Friday 10/1-12/31, Raffle - 10/30, 11/30, 12/31, etc.)
 1 time raffle on Friday, 08/07/2026

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

Game Type	Description of Prize	Exact Retail Value of Prize
50/50 Raffle	50% cash prize from raffle sales	
Total (limit \$40,000 per year)		\$

ADDITIONAL REQUIRED INFORMATION

Intended Uses of Gaming Proceeds

Does the organization presently have a state gaming license? (If yes, the organization is not eligible for a local permit or restricted event permit and should call the Office of Attorney General at 1-800-326-9240)
 Yes No

Has the organization or group received a restricted event permit from any city or county for the fiscal year July 1 - June 30 (If yes, the organization or group does not qualify for a local permit or restricted event permit)
 Yes No

Has the organization or group received a local permit from an city or county for the fiscal year July 1 - June 30 (If yes, indicate the total retail value of all prizes previously awarded)
 No Yes - Total Retail Value: **\$12,426.50** (This amount is part of the total prize limit for \$40,000 per fiscal year)

Is the organization or group a state political party or legislative district party? (If yes, the organization or group may only conduct a raffle and must complete SFN 52880 "Report on a Restricted Event Permit" within 30 days of the event. Net proceeds may be for political purposes.)
 Yes No

Printed Name of Organization Group's Permit Organizer Alita Hanson	Telephone Number (218)331-2024	E-mail Address alita.hanson@creativecare.org
Signature of Organization Group's Permit Organizer 	Title Community Engagement and Advancement Director	Date 06/15/2026



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

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Applying for (check one)

Local Permit Restricted Event Permit*

Games to be conducted

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 EagleRidge Legacy Fund, Inc		Dates of Activity (Does not include dates for the sales of tickets) July 16th, 2026	
Organization or Group Contact Person Abbey Heilig	E-mail aheilig@eagleridgecompanies.com	Telephone Number 701-936-8095	
Business Address 3280 Veterans Blvd, Suite 303	City Fargo	State ND	ZIP Code 58104
Mailing Address (if different)	City	State	ZIP Code

SITE INFO

Site Name EagleRidge Plaza	County Cass
Site Physical Address 5601 33rd Ave S	City Fargo
	State ND
	ZIP Code 58104

Provide the exact date(s) & frequency of each event & type (Ex. Bingo every Friday 10/1-12/31, Raffle - 10/30, 11/30, 12/31, etc.)
50/50 Raffle at single event on July 16th, 2026. Tickets may be sold prior to event.

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 total dollars collected. No more than \$15k.	\$15k
Total (limit \$50,000 per year)		\$ 15,000

ADDITIONAL REQUIRED INFORMATION

Intended Uses of Gaming Proceeds

Does the organization presently have a state gaming license? (If yes, the organization is not eligible for a local permit or restricted event permit and should call the Office of Attorney General at 1-800-326-9240)
 Yes No

Has the organization or group received a restricted event permit from any city or county for the fiscal year July 1 - June 30 (If yes, the organization or group does not qualify for a local permit or restricted event permit)
 Yes No

Has the organization or group received a local permit from an city or county for the fiscal year July 1 - June 30 (If yes, indicate the total retail value of all prizes previously awarded)
 No Yes - Total Retail Value: _____ (This amount is part of the total prize limit for \$50,000 per fiscal year)

Is the organization or group a state political party or legislative district party? (If yes, the organization or group may only conduct a raffle and must complete SFN 52880 "Report on a Restricted Event Permit" within 30 days of the event. Net proceeds may be for political purposes.)
 Yes No

Printed Name of Organization Group's Permit Organizer Abbey Heilig	Telephone Number 701-936-8095	E-mail Address aheilig@eagleridgecompanies.com
Signature of Organization Group's Permit Organizer <i>Abbey Heilig</i>	Title Marketing Director	Date 6/17/2026



APPLICATION FOR A LOCAL PERMIT OR RESTRICTED EVENT PERMIT

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

✓ 60

Applying for (check one)

Local Permit Restricted Event Permit*

Games to be conducted

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

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

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

ORGANIZATION INFO

Name of Organization or Group Fargo Gateway Lions		Dates of Activity (Does not include dates for the sales of tickets) July 9, 2026	
Organization or Group Contact Person Darrell Costain	E-mail d-ar-costain@msn.com	Telephone Number 701-730-4575	
Business Address 527 Kingston Place	City West Fargo	State ND	ZIP Code 58078
Mailing Address (if different) —	City —	State	ZIP Code

SITE INFO

Site Name Lions All Star Basketball games - Fargo South H: School	County Cass
Site Physical Address 1840 15th Ave So	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.)

Thursday, July 9 one time 50/50 raffle

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

Game Type	Description of Prize	Exact Retail Value of Prize
50-50	Winner receives 50% of income from tickets	250
Total (limit \$50,000 per year)		\$ 250

ADDITIONAL REQUIRED INFORMATION

Intended Uses of Gaming Proceeds
Our Lions club supports local charities with majority of proceeds

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

Yes No

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

Yes No

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

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

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

Yes No

Printed Name of Organization Group's Permit Organizer Darrell Costain	Telephone Number 701-730-4575	E-mail Address d-ar-costain@msn.com
Signature of Organization Group's Permit Organizer Darrell Costain	Title Chairperson all star games committee	Date June 5, 2026

APPLICATION FOR A LOCAL PERMIT OR RESTRICTED EVENT PERMIT

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**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 FM Pride		Dates of Activity (Does not include dates for the sales of tickets) 7/11/2026	
Organization or Group Contact Person Charlie Williamson	E-mail chair@fmpride.com	Telephone Number 7204750280	
Business Address 5 14th St N	City Fargo	State ND	ZIP Code 58102
Mailing Address (if different) P.O. Box 1005	City Fargo	State ND	ZIP Code 58107

SITE INFO

Site Name 701 Eateries	County Cass		
Site Physical Address 701 University Dr N	City Fargo	State ND	ZIP Code 58102

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

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

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

ADDITIONAL REQUIRED INFORMATION

Intended Uses of Gaming Proceeds
Fundraising for 501(c)3 organization

Does the organization presently have a state gaming license? (If yes, the organization is not eligible for a local permit or restricted event permit and should call the Office of Attorney General at 1-800-326-9240)
 Yes No

Has the organization or group received a restricted event permit from any city or county for the fiscal year July 1 - June 30 (If yes, the organization or group does not qualify for a local permit or restricted event permit)
 Yes No

Has the organization or group received a local permit from an city or county for the fiscal year July 1 - June 30 (If yes, indicate the total retail value of all prizes previously awarded)
 No Yes - Total Retail Value: (This amount is part of the total prize limit for \$50,000 per fiscal year)

Is the organization or group a state political party or legislative district party? (If yes, the organization or group may only conduct a raffle and must complete SFN 52880 "Report on a Restricted Event Permit" within 30 days of the event. Net proceeds may be for political purposes.)
 Yes No

Printed Name of Organization Group's Permit Organizer Charlie Williamson	Telephone Number 7204750280	E-mail Address chair@fmpride.com
Signature of Organization Group's Permit Organizer 	Title FM Pride Planning Committee Chair	Date 6/16/2026

Charlie Williamson
they/them/theirs
2026 FM Pride Planning Committee Chair



Page 49 APPLICATION FOR A LOCAL PERMIT OR RESTRICTED EVENT PERMIT

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

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Applying for (check one)
[X] Local Permit [] Restricted Event Permit*
Games to be conducted
[] Bingo [X] Raffle [] Raffle Board [] Calendar Raffle [] Sports Pool [] Poker* [] Twenty-One* [] Paddlewheels*

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

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

ORGANIZATION INFO

Name of Organization or Group: Holy Spirit Church
Dates of Activity: 10/25/2026
Organization or Group Contact Person: Kathlene Shih
E-mail: kathlene@holyspiritfargo.com
Telephone Number: 701-232-5900
Business Address: 1420 7th St N
City: Fargo
State: ND
ZIP Code: 58102

SITE INFO

Site Name: Holy Spirit Catholic Church
County: Cass
Site Physical Address: 1420 7th St N
City: Fargo
State: ND
ZIP Code: 58102
Provide the exact date(s) & frequency of each event & type: 10/25/26 main raffle. Early bird drawings: 10/7/2026, 10/14/2026, 10/21/2026

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

Table with 3 columns: Game Type, Description of Prize, Exact Retail Value of Prize. Includes rows for Raffle - main (\$2000) and Raffle - early bird (\$300). Total value: \$2,300.

ADDITIONAL REQUIRED INFORMATION

Intended Uses of Gaming Proceeds: general fund used for enriching parishioners journey in faith
Does the organization presently have a state gaming license? [X] No
Has the organization or group received a restricted event permit from any city or county for the fiscal year July 1 - June 30? [X] No
Has the organization or group received a local permit from an city or county for the fiscal year July 1 - June 30? [X] No
Is the organization or group a state political party or legislative district party? [X] No

Printed Name of Organization Group's Permit Organizer: Kathlene Shih
Telephone Number: 701-232-5900
E-mail Address: kathlene@holyspiritfargo.com
Signature of Organization Group's Permit Organizer: [Handwritten Signature]
Title: Business Manager
Date: 06/16/2025



APPLICATION FOR A LOCAL PERMIT OR RESTRICTED EVENT PERMIT

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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

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 Misfits BBQ of EL Zagal		Dates of Activity (Does not include dates for the sales of tickets) 06/15/26 - 12/31/2026	
Organization or Group Contact Person Mike Rieckman	E-mail msr2ker@gmail.com	Telephone Number 701-388-7123	
Business Address 1429 3rd St. N.	City Fargo	State ND	ZIP Code 58102
Mailing Address (if different)	City	State	ZIP Code

SITE INFO

Site Name El Zagal Temple	County Cass
Site Physical Address 1429 3rd St. N.	City Fargo
	State ND
	ZIP Code 58102

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

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

Game Type	Description of Prize	Exact Retail Value of Prize
1-100 board	Bottle of Old Red Fez Bourbon	50.00
1-100 board	Bottle of Old Red Fez Bourbon	50.00
1-100 board	Bottle of Old Red Fez Bourbon	50.00
Total (limit \$50,000 per year)		\$ 150⁰⁰

ADDITIONAL REQUIRED INFORMATION

Intended Uses of Gaming Proceeds
Contribution to Imperial 2029 fund

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

Yes No

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

Yes No

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

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

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

Yes No

Printed Name of Organization Group's Permit Organizer Michael Rieckman	Telephone Number 701-893-71116	E-mail Address msr2ker@gmail.com
Signature of Organization Group's Permit Organizer 	Title Treasurer	Date 6/12/26

✓
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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 ND American Legion Auxiliary (ND ALA)		Dates of Activity (Does not include dates for the sales of tickets) June 25-26, 2026	
Organization or Group Contact Person Candace Berg, ND ALA Dept President	E-mail icebergartcreations@gmail.com	Telephone Number 701.740.7144	
Business Address ND ALA, Dept. Office, 1801 23rd Ave N.	City Fargo	State ND	ZIP Code 58102
Mailing Address (if different) Candace Berg, 7591 50th Street NE	City Devils Lake	State ND	ZIP Code 58301

SITE INFO

Site Name Ramada by Wyndham		County Cass	
Site Physical Address 3333 13th Ave S.	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.)
Friday ticket sales, Saturday ticket sales and then drawing

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

Game Type	Description of Prize	Exact Retail Value of Prize
Raffle	1. Quilt and 2. Knife	\$2000
Silent Auction	(3) Miscellaneous items brought to convention	\$1000
Total (limit \$50,000 per year)		\$

ADDITIONAL REQUIRED INFORMATION

Intended Uses of Gaming Proceeds
Raising funds for my President Projects: EW Honor Flights and NDSU Equine Therapy Program for Veterans and their Families

Does the organization presently have a state gaming license? (If yes, the organization is not eligible for a local permit or restricted event permit and should call the Office of Attorney General at 1-800-326-9240)
 Yes No

Has the organization or group received a restricted event permit from any city or county for the fiscal year July 1 - June 30 (If yes, the organization or group does not qualify for a local permit or restricted event permit)
 Yes No

Has the organization or group received a local permit from an city or county for the fiscal year July 1 - June 30 (If yes, indicate the total retail value of all prizes previously awarded)
 No Yes - Total Retail Value: **2,000** (This amount is part of the total prize limit for \$50,000 per fiscal year)

Is the organization or group a state political party or legislative district party? (If yes, the organization or group may only conduct a raffle and must complete SFN 52880 "Report on a Restricted Event Permit" within 30 days of the event. Net proceeds may be for political purposes.)
 Yes No

Printed Name of Organization Group's Permit Organizer Candace R. Berg	Telephone Number 701.740.7144	E-mail Address icebergartcreations@gmail.com
Signature of Organization Group's Permit Organizer <i>Candace R. Berg</i>	Title ND American Legion Auxiliary Dept. President	Date 6.7.2026



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

Ad
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Applying for (check one)

Local Permit Restricted Event Permit*

Games to be conducted

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 Steve Weidner FM Junior Tour		Dates of Activity (Does not include dates for the sales of tickets) July 1, 2026 - June 30, 2027	
Organization or Group Contact Person Shelley Weidner	E-mail celerykwa@gmail.com	Telephone Number 701-235-8761	
Business Address 509 26th Ave S.	City Fargo	State ND	ZIP Code 58103
Mailing Address (if different) 119 26th Ave S.	City Fargo	State ND	ZIP Code 58103

SITE INFO

Site Name Fargo Country Club	County Cass
Site Physical Address 509 26th 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.)
 See Attached
 July 1, 2026 - June 30, 2027

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

Game Type	Description of Prize	Exact Retail Value of Prize
Raffle boards (no one)	Merchandise Gift Certificates prize greater than \$400.?	\$25,000
	Cash Prize (no one prize greater than \$2000)	\$5,000
Total (limit \$50,000 per year)		\$30,000

ADDITIONAL REQUIRED INFORMATION

Intended Uses of Gaming Proceeds
Promote Junior Golf

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

Yes No

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

Yes No

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

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

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

Yes No

Printed Name of Organization Group's Permit Organizer Shelley Weidner	Telephone Number 701-235-8761	E-mail Address celerykwa@gmail.com
Signature of Organization Group's Permit Organizer Shelley Weidner	Title Chairman	Date 6/16/2026

✓ 66



APPLICATION FOR A LOCAL PERMIT OR RESTRICTED EVENT PERMIT
 NORTH DAKOTA OFFICE OF ATTORNEY GENERAL
 GAMING DIVISION
 SFN 9336 (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 TNT Kid's Fitness		Dates of Activity (Does not include dates for the sales of tickets) 6/29/2026	
Organization or Group Contact Person Janine Wolf	E-mail janine@tntkidsfitness.org	Telephone Number 701-551-5004	
Business Address 2800 Main Ave	City Fargo	State ND	ZIP Code 58103
Mailing Address (if different)	City	State	ZIP Code

SITE INFO

Site Name TNT Kid's Fitness	County Cass
Site Physical Address 2800 Main Ave	City Fargo
	State ND
	ZIP Code 58103

Provide the exact date(s) & frequency of each event & type (Ex. Bingo every Friday 10/1-12/31, Raffle - 10/30, 11/30, 12/31, etc.)
Raffle to be held at the end of our event 6/29 at 7:00pm

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

Game Type	Description of Prize	Exact Retail Value of Prize
Raffle	1 free month of gymnastics or ninja class	76.00
Raffle	1 free month of gymnastics or ninja class	76.00
Raffle	1 free preschool open gym punchcard	60.00
Total (limit \$50,000 per year)		\$ 212.00

ADDITIONAL REQUIRED INFORMATION

Intended Uses of Gaming Proceeds

Does the organization presently have a state gaming license? (If yes, the organization is not eligible for a local permit or restricted event permit and should call the Office of Attorney General at 1-800-326-9240)
 Yes No

Has the organization or group received a restricted event permit from any city or county for the fiscal year July 1 - June 30 (if yes, the organization or group does not qualify for a local permit or restricted event permit)
 Yes No

Has the organization or group received a local permit from an city or county for the fiscal year July 1 - June 30 (If yes, indicate the total retail value of all prizes previously awarded)
 No Yes - Total Retail Value: **1,087.00** (This amount is part of the total prize limit for \$50,000 per fiscal year)

Is the organization or group a state political party or legislative district party? (If yes, the organization or group may only conduct a raffle and must complete SFN 52880 "Report on a Restricted Event Permit" within 30 days of the event. Net proceeds may be for political purposes.)
 Yes No

Printed Name of Organization Group's Permit Organizer Janine Wolf	Telephone Number 701-551-5004	E-mail Address janine@tntkidsfitness.org
Signature of Organization Group's Permit Organizer 	Title Director of Business Operations	Date 6/16/2026



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

✓ 67

Applying for (check one)

Local Permit Restricted Event Permit*

Games to be conducted

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 VIETNAM VETERANS OF AMERICA CHAP # 941		Dates of Activity (Does not include dates for the sales of tickets) SEPT 1 - SEPT 30 - 2026	
Organization or Group Contact Person LARRY NICHOLSON		E-mail larrynicholson02@gmail.com	Telephone Number 701412-7992
Business Address P.O. Box 7327		City FARGO	State ND
Mailing Address (if different)		City	ZIP Code 58106

SITE INFO

Site Name RAMADA INN		County CASS	
Site Physical Address 3333 13th AVE. S.		City FARGO	State ND
Provide the exact date(s) & frequency of each event & type (Ex. Bingo every Friday 10/1-12/31, Raffle - 10/30, 11/30, 12/31, etc.) CALENDAR RAFFLE		ZIP Code 58103	
09/1 - 09/5, 09/7-12, 09/14 - 09/19, 09/21 - 09/26, 09/28 - 09/30			

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

Game Type	Description of Prize	Exact Retail Value of Prize
CALENDAR RAFFLE	DRAWING EVERY MON - FRI. = \$50./DAY	1,300. ⁰⁰
	DRAWING EVERY SAT = \$100./DAY	400. ⁰⁰
Total (limit \$50,000 per year)		\$ 4,000. ⁰⁰

ADDITIONAL REQUIRED INFORMATION

Intended Uses of Gaming Proceeds
DONATIONS TO - NAMM HONOR FLIGHT, LISBON JETS HOME, FARGO AIR MUSEUM

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

Yes No

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

Yes No

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

No Yes - Total Retail Value: **\$4000.** (This amount is part of the total prize limit for \$50,000 per fiscal year)

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

Yes No

Printed Name of Organization Group's Permit Organizer REX JENNES	Telephone Number 480-215-9780	E-mail Address rexjennes@gmail.com
Signature of Organization Group's Permit Organizer <i>Rex Jennes</i>	Title PASSIVE COORDINATOR	Date 05/12/2026

REPORT OF ACTION

11

PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

Type: Developer Agreement

Location: Horizon Addition

Date of Hearing: 6/15/2026

<u>Routing</u>	<u>Date</u>
City Commission	<u>6/22/2026</u>
PWPEC File	<u>X</u>
Project File	<u>Nathan Boerboom</u>

The Committee reviewed a communication from Assistant City Engineer, Nathan Boerboom, regarding a Developer Agreement with Rising Investments, LLC for Lot 1, Block 1, Horizon Addition.

The City of Fargo and the Developer, Rising Investments LLC, have established a Developer Agreement related to the maintenance and future improvement of the existing alley.

On a motion by Ben Dow, seconded by Ryan Erickson, the Committee voted to recommend approval of the Developer Agreement for Horizon Addition.

RECOMMENDED MOTION

Concur with the recommendations of PWPEC and approve the Developer Agreement for Horizon Addition.

PROJECT FINANCING INFORMATION:

Recommended source of funding for project: None


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

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

COMMITTEE

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

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


 Tom Knakmuhs, P.E.
 City Engineer

ATTEST:

C: Kristi Olson

Memorandum

To: Members of PWPEC
From: Nathan Boerboom, Assistant City Engineer
Date: June 8, 2026
Re: Developer Agreement – Horizon Addition

Background:

Staff has coordinated with the Developer of the Horizon Addition to establish a Developer Agreement related to the maintenance and future improvement of the existing alley adjacent to Lot 1, Block 1 of Horizon Addition.

Key items within the Developer Agreement include:

- The Developer will be responsible to complete and fund maintenance and upkeep of the southern twenty-feet of the existing dedicated alley right of way. Examples of the required maintenance include snow removal and pothole repairs.
- Developer acknowledges that future alley improvements may be necessary and agrees to waive its right to protest future special assessments related to any alley improvement projects.

Attached with this Memorandum is the full Developer Agreement, which outlines all terms and conditions.

Recommended Motion:

Approve the Developer Agreement between the City of Fargo and Rising Investments, LLC for Lot 1, Block 1 of Horizon Addition.

NAB/klb
Attachment



Developer Agreement

This Agreement, made and entered into between Rising Investments, LLC (“Developer”), and the City of Fargo, a municipal corporation (“City”), is for the purpose of establishing rights and responsibilities related to an alleyway adjacent to the property identified below and legally described on the attached Exhibit A (the “Development Property”). For good and valuable consideration hereby acknowledged, the parties agree as follows:

1. Developer holds all right, title, and interest in the Development Property, known as:

Lot 1, Block 1 of Horizon Addition to the City of Fargo, County of Cass, State of North Dakota

Developer intends to develop the Development Property.

2. Developer shall be solely responsible for the maintenance and upkeep of the alley described as the full width of the southern twenty feet (20’) of the existing dedicated alley right-of-way (hereafter the “alley”). Such maintenance and upkeep shall include, but not necessarily be limited to, snow removal, filling and repairing potholes, drainage maintenance, and weed control. Developer shall be responsible for the costs and expenses associated with the maintenance and upkeep responsibilities identified herein. Developer’s maintenance and upkeep responsibilities described herein shall continue until such time as the alley right-of-way is vacated.

3. While the timing of alley improvement projects is presently unknown, the parties hereby acknowledge and agree that the present condition of the alley necessitates future alley improvement projects, including but not limited to reconstruction of the alley (“Future Projects”). Developer hereby waives its right to protest the resolutions of necessity for Future Projects for which such resolutions are required pursuant to North Dakota Century Code, Section 40-22-17, and specifically consents to the Future Projects and to the assessment of the costs thereof to the Development Property. Developer further waives its right to protest the amount, benefit, or any

other assessment attribute related to the installation and construction of the Future Projects. The project costs which may be assessed against the Development Property, which will be in accordance with the City's Infrastructure Funding Policy in effect at the time of creation of the improvement district, include all costs of completing the construction of the Future Projects.

4. This Agreement shall be binding upon the respective successors and assigns of the parties hereto, including a purchaser of any portion of the Development Property. Developer agrees to inform any purchaser of any portion of the Development Property of the existence and content of this Agreement. Developer also hereby agrees to notify the City no later than 10 days prior to an assignment or sale of the Development Property.

5. The parties hereby agree that this Agreement may be recorded against the Development Property.

6. This Agreement will be construed and enforced in accordance with North Dakota law. The parties agree any litigation arising out of this Agreement will be venued in District Court in Cass County, North Dakota, and the parties waive any objection to personal jurisdiction.

7. The failure or delay of a party to insist on the performance of any of the terms of this Agreement, or the waiver of any breach of any of the terms of this Agreement, will not be construed as a waiver by that party of those terms, and those terms will continue and remain in full force and effect as if no forbearance or waiver had occurred and will not affect the validity of this Agreement, or the right of the party to enforce each and every term of this Agreement.

8. If any court of competent jurisdiction finds any provision or part of this Agreement is invalid, illegal, or unenforceable, that portion will be deemed severed from this Agreement, and all remaining terms and provisions of this Agreement will remain binding and enforceable, and the parties' obligations under this Agreement will remain binding and enforceable.

9. This Agreement, together with any related documents, as well as any amendments to those agreements and documents, constitutes the entire agreement between the parties regarding the matters described in this Agreement.

10. Any modifications or amendments of this Agreement must be in writing and signed by both parties to this Agreement.

Developer

Rising Investments, LLC

Dated: 6/2/26

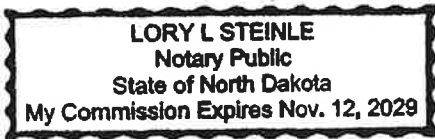
Justin Berg

By: Justin Berg

Its: President

STATE OF ND)
) ss.
COUNTY OF Cass)

On this 2 day of June, 2026, before me, a notary public in and for said county and state, personally appeared Justin Berg, an authorized signatory of Rising Investments, LLC, the person described in and that executed the within and foregoing instrument, and acknowledged to me that said person executed the same.



Lory L Steinle

Notary Public
Nov 12, 2029
My Commission expires:

(SEAL)

City of Fargo, a municipal corporation

Dated: _____

Timothy J. Mahoney, Mayor

ATTEST

Angie Bear, Deputy Auditor
on behalf of City Auditor

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

On this ____ day of _____, 2025, before me, a notary public in and for said county and state, personally appeared TIMOTHY J. MAHONEY and ANGIE BEAR, to me known to be the Mayor and Deputy Auditor, respectively, of the City of Fargo, Cass County, North Dakota, the municipal corporation described in and that executed the within and foregoing instrument, and acknowledged to me that said municipal corporation executed the same.

Notary Public
Cass County, ND
My Commission expires:

(SEAL)

Exhibit A- Development Property

Lot 1, Block 1 of Horizon Addition to the City of Fargo, situate in the County of Cass and the State of North Dakota.

The tract contains 2.08 acres, more or less.

REPORT OF ACTION

PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

12

Project No. QN-23-B0

Type: Contract Amendment #3

Location: 40th Ave S Pedestrian Bridge

Date of Hearing: 6/15/2026

<u>Routing</u>	<u>Date</u>
City Commission	6/22/2026
PWPEC File	X
Project File	Jeremy Gorden

The Committee reviewed the accompanying correspondence from Division Engineer, Jeremy Gorden, regarding Contract Amendment #3 in the amount of \$50,000.00 (\$25,000.00 for the City of Fargo's share), for additional work.

Staff is recommending approval of Contract Amendment #3 in the amount of \$50,000.00 (\$25,000.00 for the City of Fargo's share), bringing the total contract amount to \$668,000.00.

On a motion by Brenda Derrig, seconded by Susan Thompson, the Committee voted to recommend approval of Contract Amendment #3 to Houston Engineering.

RECOMMENDED MOTION

Concur with the recommendations of PWPEC and approve Contract Amendment #3 in the amount of \$50,000.00 (\$25,000.00 for the City of Fargo's share), bringing the total contract amount to \$668,000.00 to Houston Engineering.

PROJECT FINANCING INFORMATION:

Recommended source of funding for project: _____ Sales Tax

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

Yes	No
N/A	
N/A	
N/A	

COMMITTEE

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

Present	Yes	No	Unanimous
			<input checked="" type="checkbox"/>
<input 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"/>	Ryan Erickson
<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
Tom Knakmuhs, P.E.
City Engineer

Memorandum

To: Members of PWPEC
From: Jeremy M. Gorden, PE, PTOE
Division Engineer - Transportation
Date: June 15, 2026
Re: Project No. QN-23-B1 – Amendment #3
40th Avenue South Pedestrian Bridge over the Red River

Background:

In 2022 we partnered with the City of Moorhead to procure an Engineering Consultant, Houston Engineering, to complete the environmental portion of this project. This project is now scheduled to bid next month with construction to begin this fall.

This contract amendment is necessary to address out of scope work associated with the final design for this project. Items include additional on-going agency coordination, final design revision, coordination with the Trollwood Performing Arts Studio, and bid packet and bid support. This contract amendment is for \$50,000, with us and Moorhead splitting the cost at \$25,000 each.

Houston Engineering's contract to date is \$618,000, this amendment of \$50,000 will bring the total to \$668,000, with each city contributing \$334,000.

I recommend approval of this work.

Recommended Motion:

Concur with the City of Moorhead and approve Contract Amendment #3 for Houston Engineering for additional, out of scope design services for this project.

JMG/klb
Attachment



June 5, 2026

Tom Trowbridge, PE
City Engineer
City of Moorhead
PO Box 779
Moorhead, MN 56561

**Subject: Task Order 24 Amendment No. 3 Proposal
City of Moorhead Master Service Agreement
Eng. No. 22-13-04 Red River Pedestrian Bridge Final Design
H.E. No. 6019_0141**

Mr. Trowbridge,

This letter serves as our proposed Task Order Amendment No. 3 for additional engineering services associated with the Red River Pedestrian Bridge project.

PROPOSED TASK ORDER AMENDMENT SCOPE

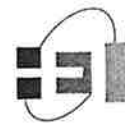
Task 9 – Final Bridge and Trail Design (Additional Service) – The following additional services are required for this task.

1. Ongoing Agency Coordination – Additional coordination with State Aid, permit coordination with ND and MN permitting agencies, wetland credit coordination.
2. Final Design Revision – Final revisions to plans to incorporate State Aid comments, revisions to lighting system to incorporate City provided lights, selection of BABA compliant lighting for ND portion of project.
3. Coordination with Trollwood Performing Art Studio and incorporation of event conflicts into project specifications.
4. Bid Packet and Bid Support – Prepare final bid packet and assist City with DCP documentation prior to and after the bid opening.

PROPOSED FEE

Our estimated fee for this task order amendment is **\$50,000**. This work will be billed hourly based on the actual staff completing the work and in accordance with the Master Agreement for Professional Services between Owner and Consultant of Engineering Consultation Services, dated February 13, 2023.

Thank you for your consideration of this requested Task Order Amendment.



Tom Trowbridge, PE
June 5, 2026
Page 2

Sincerely,

HOUSTON ENGINEERING, INC.

A handwritten signature in black ink, appearing to read 'Michael P. Love'.

Michael P. Love, PE

MPL:ml

Enclosures

H:\JBN\6000\6019\6019_0141\PM\Red River Pedestrian Bridge Amendment No. 3 Task Order Proposal.docx



June 18, 2026

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

Re: Deferral Agreements for Enclave Covey, LLC

Dear Commissioners:

Enclosed and delivered for the City Commission review and approval are Deferral Agreements, non-interest-bearing, for Enclave Covey, LLC. The three future properties are located within the proposed Covey Ranch Third Addition. These deferrals were requested by the property owners.

The request was sent to the Public Works Project Evaluation Committee Meetings in March 2026 and May 2026. The Committee unanimously voted to approve the non-interest accruing Deferral Agreements and to forward it on to the City Commission for approval.

Recommended Motion:

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

Respectfully Submitted,

A handwritten signature in cursive script, appearing to read 'D. Durgin', located below the 'Respectfully Submitted,' text.

Douglas Durgin
Special Assessment Coordinator

Attachments

PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

Type: Deferral Request

Location: Covey Ranch 3rd Addition

Date of Hearing: 5/18/2026

Routing	Date
City Commission	
PWPEC File	X
Project File	Doug Durgin

The Committee reviewed a communication from Special Assessments Coordinator, Doug Durgin, regarding an update to Enclave Companies' Deferral Agreement for Covey Ranch 3rd Addition.

Planning Staff has developed the following language to address zoning and Growth Plan consistency, which would be incorporated into the Special Assessment Deferral Agreement:

"As a result of the deferral, the property is being preserved or future development with AG -Agricultural zoning. Any future developments and rezoning entitlements must be consistent with the adopted growth plan. Given the 2026 Land Development Code update is in process, the future zoning district will either be aligned with MR-3, Multi-Dwelling Residential with Conditional Overlay for proposed Lot 3, Block 2 and Lot 1, Block 3, consistent to the zoning district documented in ordinance with the proposed Covey Ranch Third Addition for other parcels; aligned with LC, Limited Commercial with Conditional Overlay for proposed Lot 1, Block 2; or rezoned to be in alignment with 2024 Growth Plan and the anticipated 2026 Land Development Code, or the Zoning Overlays applied to the remainder of the Covey Ranch Third Addition, as part of the initial application review by Planning Commission on January 6, 2026, will trigger the termination of the Deferral."

On a motion by Nicole Crutchfield, seconded by Tom Knakmuhs, the Committee voted to recommend approval of the deferral request and agreement with Enclave Companies to include the language as stated above.

RECOMMENDED MOTION

Concur with the recommendations of PWPEC and approve the Deferral Agreement with Enclave Companies.

PROJECT FINANCING INFORMATION:

Recommended source of funding for project: N/A

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

COMMITTEE

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

ATTEST:

Tom Knakmuhs, P.E.
City Engineer

C: Kristi Olson

Memorandum

To: Members of PWPEC
From: Doug Durgin, Special Assessments Coordinator
Date: May 13, 2026
Re: Deferral Request for Enclave Companies

Background:

On March 18, 2026, Enclave Companies requested a non-interest-bearing deferral until 2031 for all special assessments related to Covey Ranch 3rd Addition, including uncertified and future infrastructure projects.

At the March 23, 2026 meeting, PWPEC noted the request would functionally be an approximate three-year deferral and discussed consistency with the Growth Plan, which supports incentives only for optimal development. The Committee expressed general support for a three-year deferral, contingent on the project meeting those criteria, and directed staff to follow up.

Update:

Planning staff has developed the following language to address zoning and Growth Plan consistency, which would be incorporated into the special assessment deferral agreement:

“As a result of the deferral, the property is being preserved for future development with AG– Agricultural zoning. Any future developments and rezoning entitlements must be consistent with the adopted growth plan. Given the 2026 Land Development Code update is in process, the future zoning district will either be aligned with MR-3, Multi-Dwelling Residential with Conditional Overlay for proposed Lot 3, Block 2 and Lot 1 Block 3, consistent to the zoning district documented in ordinance with the proposed Covey Ranch Third Addition for other parcels; aligned with LC, Limited Commercial with Conditional Overlay for proposed Lot 1 Block 2; or rezoned to be in alignment with 2024 Growth Plan and the anticipated 2026 Land Development Code. Any requested zoning change or growth plan amendment not in alignment with either the 2024 Growth Plan, the anticipated 2026 Land Development Code, or the Zoning Overlays applied to the remainder of the Covey Ranch Third Addition, as part of the initial application review by Planning Commission on January 6, 2026, will trigger the termination of the deferral.”

Recommended Motion:

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

DRD

Attachments:

- Enclave Request

C: Tom Knakmuhs, City Engineer

REPORT OF ACTION

PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

Type: Deferral Request

Location: Covey Ranch 3rd Addition

Date of Hearing: 3/23/2026

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

The Committee reviewed a communication from Special Assessments Coordinator, Doug Durgin, regarding Enclave Companies' request for a Deferral Agreement for Covey Ranch 3rd Addition.

Enclave Companies has requested a non-interest-bearing deferral until 2031. The deferral request pertains to all Special Assessments, including all projects with an uncertified balance and future projects to install infrastructure for Covey Ranch 3rd Addition.

The Committee discussed several items. First, based on when the project is expected to be built and certified, a deferral to 2031 would effectively function as a three-year deferral. Next, there was substantial discussion about the Growth Plan and whether this request aligns with it. The Growth Plan states that incentives such as deferrals should be considered only for optimal development rather than simply acceptable development.

Planning staff noted that several elements associated with optimal development are already included in the Conditional Overlay proposed with this plat. After considerable conversation, the Committee appeared supportive of a three-year deferral, provided the development meets the criteria for optimal development. Staff was directed to confirm that the proposed project meets that definition and to bring the request back once the Planning Department is confident that it does. Planning also noted that updates to the LDC and the incentives policy are still underway and likely will be until Fall 2026, and that additional coordination with Engineering, the City Attorney, and Finance will be needed to determine the appropriate legal tools for tying the deferral to optimal development standards.

No motion.

PROJECT FINANCING INFORMATION:

Recommended source of funding for project: N/A

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

COMMITTEE

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

ATTEST:


 Tom Knakmuhs, P.E.
 City Engineer

C: Kristi Olson

Memorandum

To: Members of PWPEC
From: Doug Durgin, Special Assessments Coordinator
Date: March 18, 2026
Re: Deferral Request for Enclave Companies

Background:

On March 18, 2026, Austin Morris and Joe Schneider, of Enclave Companies, contacted the special assessment department to request a deferral agreement for Covey Ranch 3rd Addition. They have requested a non-interest-bearing deferral until 2031.

Their deferral request pertains to all Special Assessments, including projects with an uncertified balance and future projects to install infrastructure for Covey Ranch 3rd Addition.

Recommended Motion:

Special Assessments will support the facts and findings of PWPEC.

DRD

Attachments:

- Enclave Request

C: Tom Knakmuhs, City Engineer



March 17, 2026

City of Fargo
Engineering Department – Special Assessments
225 4th Street North
Fargo, ND 58102

Re: Request for Deferral of Special Assessments Through the 2030 Tax Season – Three Future Parcels

To Whom It May Concern,

On behalf of the ownership group, we request that the payment of principal and interest on any special assessments currently levied or to be levied against the three future parcels within a new master-planned development of Covey Ranch 3rd shall be deferred through the 2030 tax year. No principal or interest payments shall be due or payable during the deferral period. Specific Lots identified below and shown on attached Exhibit A:

- Lot 1, Block 2
- Lot 3, Block 2
- Lot 1, Block 3

Our proposed deferral shall automatically terminate, and payment of all deferred principal and accrued interest shall resume, upon the earliest occurrence of any of the following trigger events:

- (a) the expiration of the 2030 tax year;
- (b) the issuance or pulling of any building permit for vertical construction on any portion of the Development Property; or
- (c) the transfer, conveyance, or sale of any portion of the Development Property to a third party other than an affiliated entity of the Developer.

Upon the occurrence of any trigger event, the deferred assessments shall become due and payable in accordance with the City's Infrastructure Funding Policy in effect at the time the assessment payments resume.

While Fargo continues to grow, current market conditions indicate this area is not yet positioned to successfully absorb additional new supply. Based on demand and absorption trends, we do not anticipate the market being ready for vertical development on these parcels for approximately three to four years. Certifying special assessments prior to that time would place unnecessary financial pressure on undeveloped land that is not yet able to support those costs.

Carrying costs—particularly special assessments—can significantly impact a developer’s ability to deliver the right product at the right time. Prematurely locking in these costs may force development decisions driven by timing rather than by market readiness, increasing the risk of underperforming projects and lower long-term value.

Additionally, market conditions and end-user needs will continue to evolve over the next several years. Deferring special assessments provides the flexibility necessary to ensure these parcels are ultimately developed with product types and uses that reflect market demand closer to 2030, rather than those dictated by conditions today. This flexibility improves project success and supports higher long-term assessed value.

Deferring special assessments through 2030 will encourage thoughtful, market-responsive development timing and ultimately maximize long-term tax revenue for the City of Fargo. This request applies only to the identified future parcels and is made with the understanding that all applicable City policies and requirements will be met. Ownership is prepared to coordinate with City staff to align this request with platting and development agreement timelines.

Thank you for your time and consideration.

Sincerely,

Enclave Covey, LLC

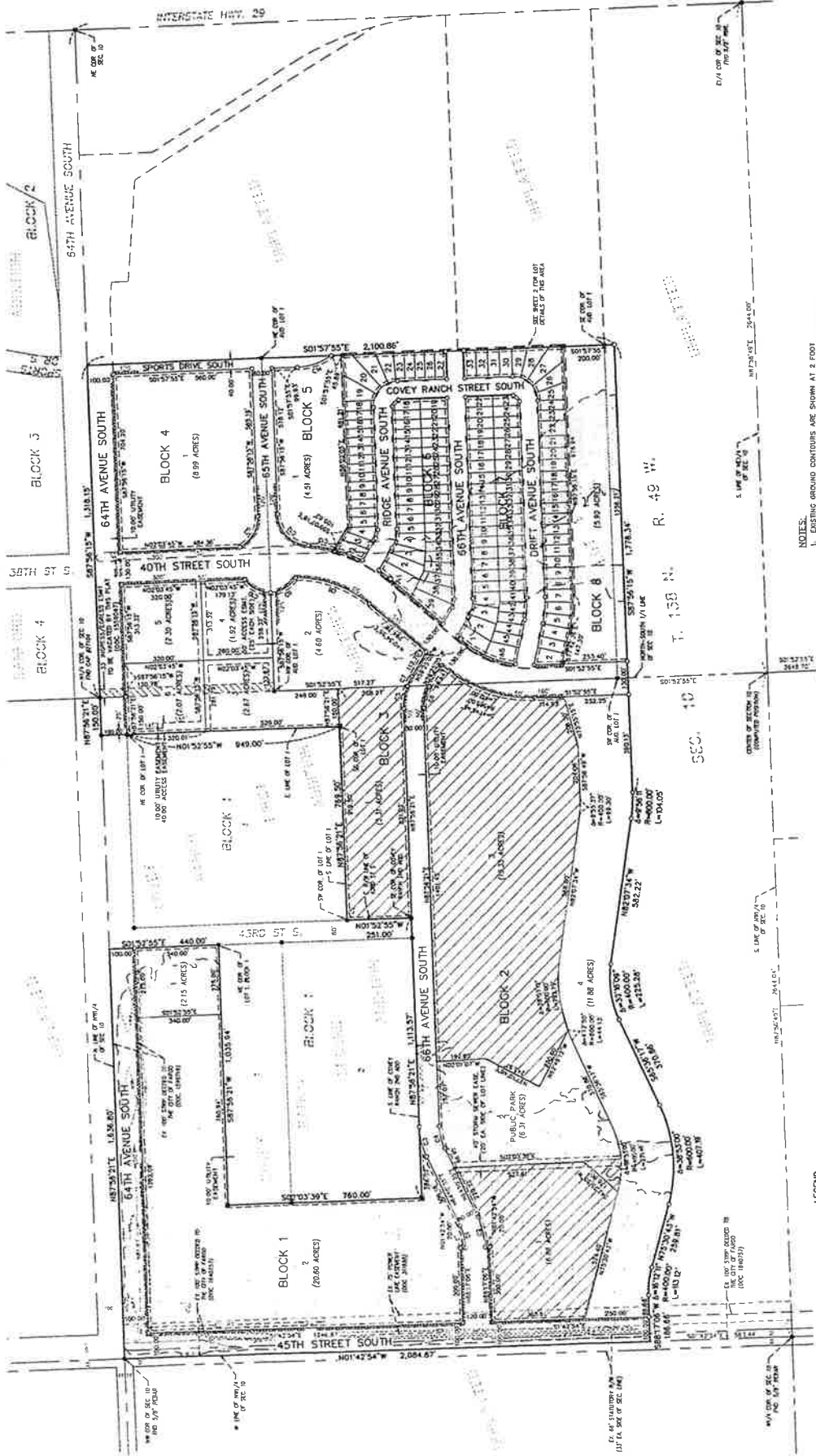
By: Austin Morris

DocuSigned by:
Austin Morris
Name: _____
55FC43A3740341F

Title: Managing Member

Exhibit A

COVEY RANCH THIRD ADDITION
 TO THE CITY OF FARGO, A PART OF PART OF THE NORTH HALF OF
 SECTION 10, TOWNSHIP 138 NORTH, RANGE 49 WEST, CASS COUNTY, NORTH DAKOTA
 (A MAJOR SUBDIVISION)



- NOTES:**
- EXISTING GROUND CONTOURS ARE SHOWN AT 2' INTERVALS UNLESS OTHERWISE NOTED. DATA COLLECTED IN THE SUMMER OF 2023.
 - BENCHMARK: SOUTHWEST PLAIN BELO ON A FORECAST BENCH MARK (ELEVATION 1008.83) LOCATED AT THE CORNER OF 64TH AVENUE SOUTH AND 49TH AVENUE SOUTH. ELEVATION: 1008.83 (NAVD 1988 DATUM).
 - NOTE: NEGATIVE ACCESS EASEMENT AS NOTED ON THIS PLAN, ACCESS TO A STREET OR PUBLIC WAY FROM THE LOT OR LOTS ADJACENT TO THE EASEMENT IS NOT A STRIP OF LAND OF ANY CERTAIN WIDTH, ADJACENT LOT OR LOTS.

- OTHER EASEMENTS OF RECORD:**
- WATER USES, INC. RECORDED AS DOCUMENT NO. 507989 (BOOK C-7 OF REG. PAGE 297).
 - CASS RIVER.

- LEGEND:**
- WITH MONUMENT FOUND
 - SET 3/27/16 PERMANENT WITH CENTRAL ANGLE
 - RADIUS LENGTH
 - ARC LENGTH
 - SECTION LINE
 - PLAT BOUNDARY LINE
 - LOT LINE
 - 10' UTILITY EASEMENT LINE UNLESS NOTED OTHERWISE
 - (1,000) LOT AREAS IN SQUARE FEET UNLESS NOTED OTHERWISE
 - EXISTING LOT LINE
 - EXISTING STREET RIGHT-OF-WAY LINE
 - EXISTING GROUND CONTOUR LINE
 - NEGATIVE ACCESS EASEMENT
 - PLAT BOUNDARY LINE
 - LOT LINE
 - 10' UTILITY EASEMENT LINE UNLESS NOTED OTHERWISE

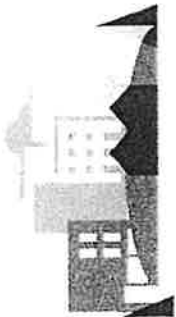
PRELIMINARY
2025-12-19

moore ENGINEERS, P.C.
 SHEET 1 OF 4
 PROJ. NO. 21248

THE FOURTH MODEL

Growth Centers

Context-Sensitive Expectations

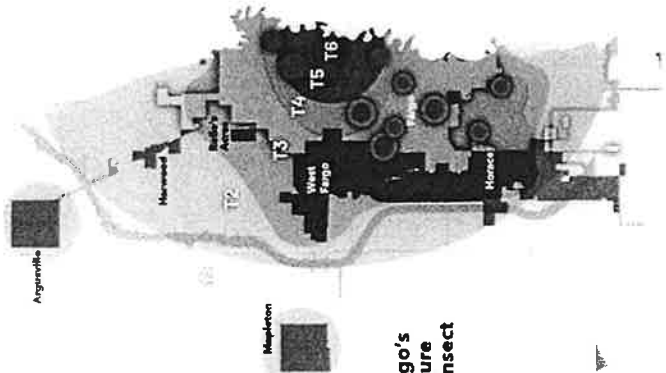


No matter how much Fargo grows in the years ahead, or how much it expands into its ETJ, a core element of Fargo's growth intentions—communicated by multiple plans over more than a decade—is to grow in a more urban manner. Doing so is about more than simply having denser development patterns. It is about having great places that successfully combine density, the mixing of uses, and mobility options so that residential, economic, civic, and recreational activities can all take place in a vibrant and sought-after setting.

The Growth Centers model in the Framework for Practical Growth Management recognizes that these great places cannot emerge without intention. Indeed, downtown Fargo has re-emerged as a critical growth center for Fargo because of conscious efforts to cultivate a high intensity mix of uses and great public spaces.

Taking the success of downtown Fargo as an example to learn and build from, the Growth Centers model proposes a network of centers to help absorb growth, provide space for future economic and civic activity, and to efficiently leverage existing institutional, economic, and infrastructure assets.

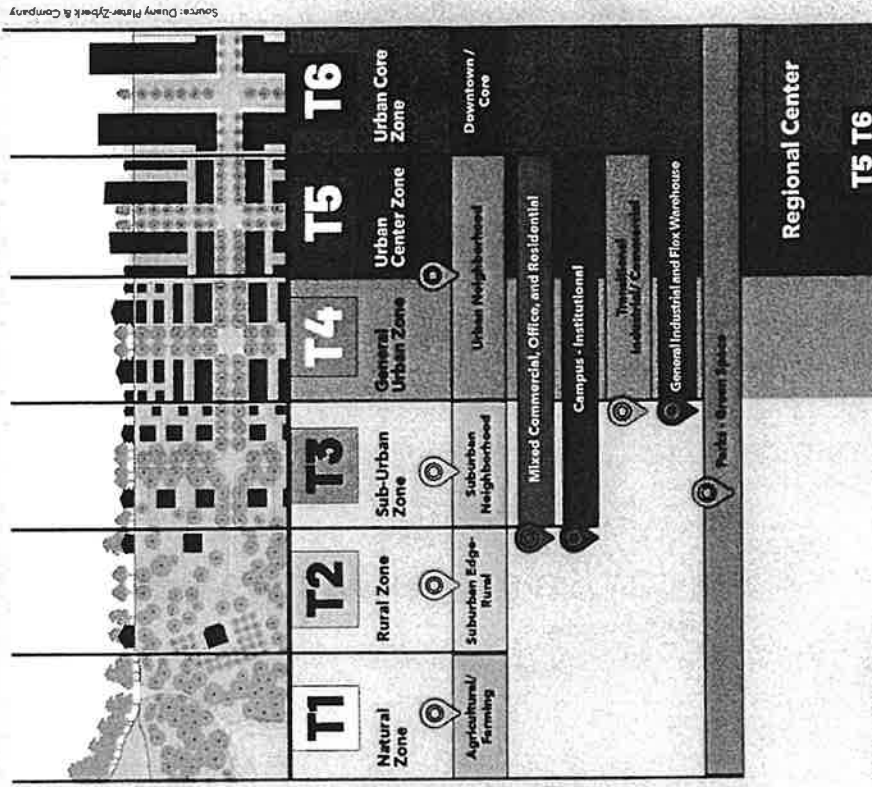
Fargo's Future Transect



T1 T2 T3 T4 T5 T6

Fargo's future transect expresses this model as distinct nodes that would largely reflect the characteristics of the T4 and T5 zones, as well as the T6 zone in the case of downtown Fargo.

The Growth Centers model includes a hierarchy of three types of centers—**Regional, Community, and Neighborhood**—with each serving different functions and existing as overlays on Fargo's place types.



Source: Duany Plater-Zyberk & Company

Three types of Growth Centers that align with Fargo's transect and could encompass multiple place types

Neighborhood Center

T3 T4

Regional Center

T5 T6

Community Center

T4 T5

Optimal Growth



Conformance with Fargo's place types will be a critical test for development and redevelopment under the Framework for Practical Growth Management. Indeed, it will represent the clearly drawn line between proposals that are acceptable and deserving of By-Right Approval and those that are unacceptable because they are at odds with Fargo's growth intentions.

Being "acceptable," however, will not make a proposed development or redevelopment "optimal." And "optimal" is what a project has to be under the Framework for Practical Growth Management to be eligible for anything more than By-Right Approval.

To be considered "optimal" a project must be strategically located; if it is a redevelopment or infill project, it must be within a designated Growth Center. If it is a greenfield project, it must be in the proper Growth Area sequence. An "optimal" project must also provide a tangible, location-specific public benefit. Depending on the location, that could be the provision of mixed-income housing units, a contribution toward open space preservation, a public space or recreational amenity, exceptional urban design, or any other well-articulated public benefit tied to a given place type or neighborhood.

If a project passes the first test of being acceptable and the second test of being optimal, it is eligible for both By-Right Approval and incentives to actively promote optimal forms of growth.

An optimal greenfield project would be eligible for voluntary density bonuses and special assessments to help developers of optimal greenfield growth cover their development costs.

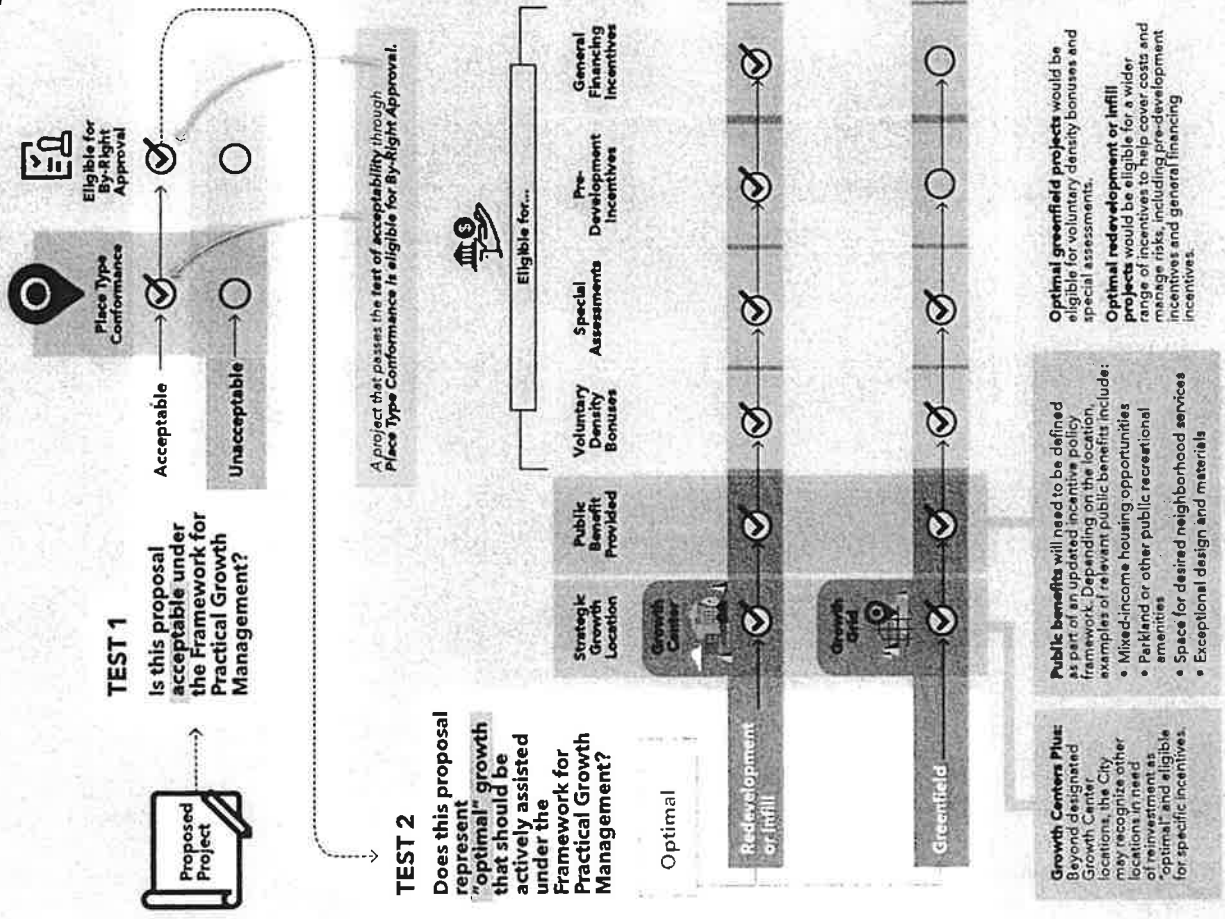
An optimal redevelopment or infill project would be eligible for voluntary density bonuses and special assessments, too. But they would also be eligible for two other broad categories of incentives (fare-development and general financing incentives) to overcome the higher costs of redevelopment and in recognition of the long-term practical value of reinvestment.

Voluntary Density Bonuses: An incentive that allows a development to exceed the maximum size permitted by the LDC in exchange for providing a specified public benefit.

Special Assessments: An incentive that lowers a developer's costs and risks by (1) having the City borrow to cover the cost of infrastructure and (2) paying off the debt over time through special assessments on property owners.

Pre-Development Incentives: These include discounts on City-owned land and expedited review processes.

General Financing Incentives: These include payments in lieu of taxes (PILOTs), tax increment financing (TIF), property tax abatements that lower development and operating costs, and the City providing bridge lending and/or acting as a loan guarantor.



A New Land Development Code

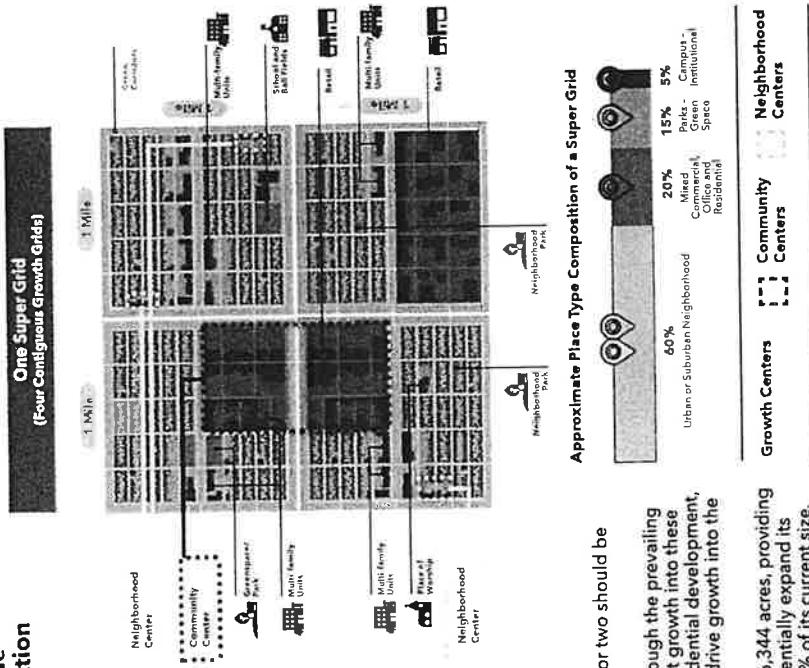
Future Place Types in the Extraterritorial Jurisdiction (ETJ) Area

As of 2024, the City of Fargo spans 31,677 acres and is largely developed in terms of horizontal infrastructure (roads and utilities) and anticipated vertical infrastructure (buildings and structures). It is important to note that while the term 'built-out' is used, it does not imply that there are no opportunities for significant infill development or the redevelopment of large areas within the city. Many areas exhibit underdevelopment and are identified on the map as growth centers, where much of the new growth over the next decade or two should be concentrated.

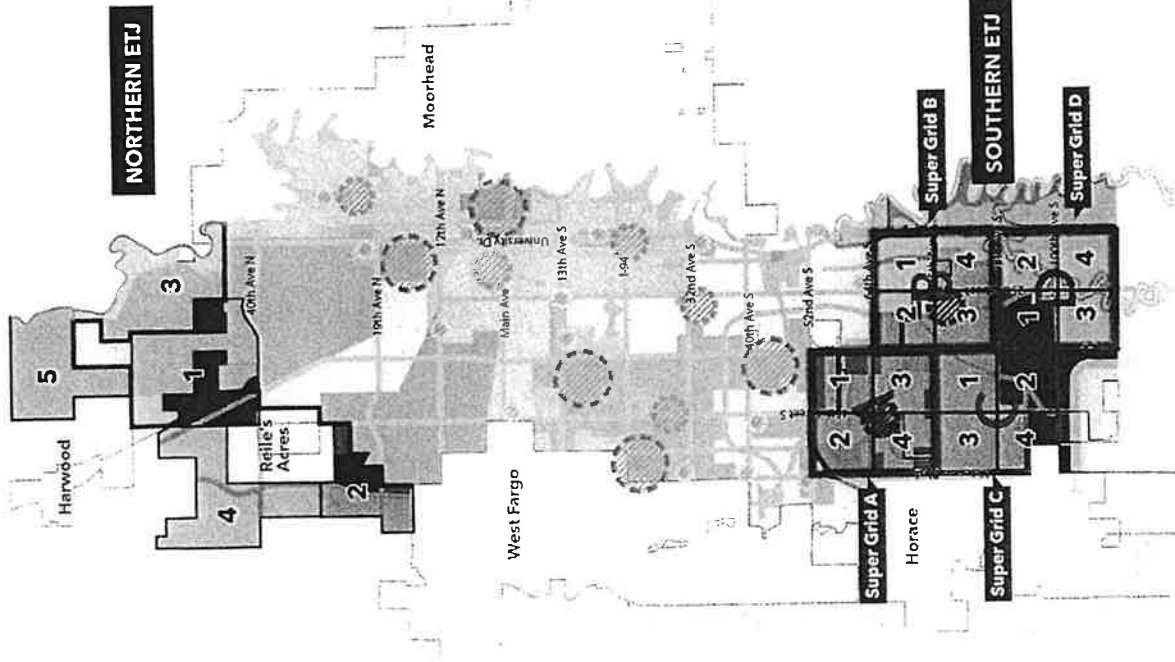
This plan recognizes that although the prevailing recommendation is to redirect growth into these centers, demand for new residential development, in particular, will continue to drive growth into the ETJ area.

The ETJ area encompasses 16,344 acres, providing enough land for Fargo to potentially expand its geographical footprint by 50% of its current size. These acres represent the city's final opportunity to manage growth outside of the existing boundary. The FM Diversion project and the ongoing growth in surrounding cities such as West Fargo, Horace, and Harwood (and their respective ETJs) create a barrier to additional greenfield growth opportunities to the north, west, and south.

The Preferred Growth Scenario anticipates that 66% of the city's overall growth will occur in the ETJ. Therefore, it is essential to ensure that the



recommended pattern of development in the ETJ—introduced as sequenced growth grids in Part 3—is guided by a Future Place Types Map. This map is not meant to precisely dictate which place type belongs on each parcel but rather to indicate which place types are appropriate for each growth grid and approximately how much of each grid's area should be allocated to a specific place type.



A specific Community Center location has not been indicated for Super Grid C and D since the timing for development in these areas is likely a decade or more away. The absence of a dedicated Center location does not preclude the requirements of the plan on the previous page which illustrates a prototype Super Grid with required Place Type percentages. More detailed information regarding Super Grid standards can be found on pp. 79 - 85.

Fargo-Moorhead Regional Housing Needs Analysis and Strategies

To ensure new employees can afford to work and live in the region, local jurisdictions and employers should consider a unique set of housing tools.

Addressing Immediate Housing Needs

Cities	Hotel and Office Conversions	Identify sites well-suited for hotel or office to residential conversions and proactively work with developers.
	Provide Education Opportunities for Employers	Encourage major employers within the FM-Region to disseminate information on existing homeownership programs to employees.
Regional	Employer-Assisted Housing (EAH) Programs	Aid and support for employer-assisted housing programs to meet short-term housing needs for new job openings.

To grow economically and maintain a high quality of life, the Fargo-Moorhead Region must deliver a variety of housing typologies that are affordable and attainable. In the long term, the region can leverage three types of housing strategies: land use policy changes, funding strategies, and interventions that lay the groundwork for future growth.

Interventions from all three categories will be needed to create and preserve the necessary housing in the region.

	Land Use Policies	Funding Strategies	Laying the Groundwork for Future Growth
Cities	<ul style="list-style-type: none"> Allow for and Reduce Barriers to Soft Density (2-9 Unit structures) Support and Reduce Barriers for Multifamily within Regional Employment Nodes Prioritize Transit-Oriented Development Allow and incentivize the construction of Accessory Dwelling Units (ADUs) 	<ul style="list-style-type: none"> Provide Multifamily Rental Gap Financing Create a Naturally Occurring Affordable Housing (NOAH) Preservation Strategy Maintain and Increase Investments to Services for Low-Income and Homeless Residents Market Publicly Owned Land Nationally Expand Capacity / Aid Growth of the Cass Clay CLT 	<ul style="list-style-type: none"> Establish a Regional Housing Committee Educate Staff and Coordinate Planning Efforts among Municipalities Invest in transportation, childcare and education to meet the needs of future and current residents
Regional	<ul style="list-style-type: none"> Regional Coordination on a Comprehensive Growth Strategy 	<ul style="list-style-type: none"> Establish a Regional Housing Trust Fund Pursue Additional State and Federal Funding 	<ul style="list-style-type: none"> Establish Clear Guidance on Infrastructure Investments Grow National Developer Interest in the FM Region

Housing Needs Assessment | Housing Supply

Housing supply is limited across income levels for both homeowners and renters. This is particularly true for renter and owner households earning under \$75,000, who make up over half the region's households.

NEW HOME AFFORDABILITY

- Single family continues to be the dominant housing typology in the region, with limited production of 2-9-unit buildings.
- Areas of growth have pushed the boundaries of the metro region over the last 10 years.
- New home typologies do not align with price range or desires of households.

MULTIFAMILY PRODUCTION

- While multifamily production increased in the early 2010's, it has declined in recent years, while vacancy rates have also declined.
- Construction costs, zoning restrictions, sewer capacity, and community pushback have limited multifamily production in some new areas.

NEED FOR MISSING MIDDLE

Ownership Opportunities

- Over the last year, average prices of homes sold have increased by 18%. There are limited new construction products affordable to the average resident.

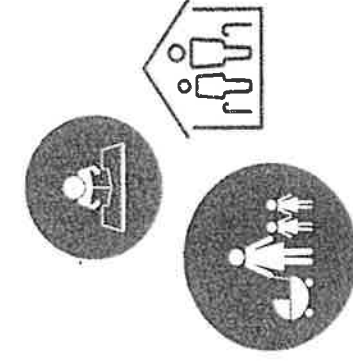
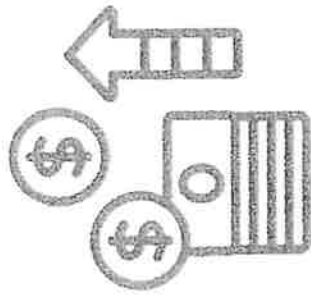
Rental Housing Needs

- On average, new multifamily units are targeted for the region's new high earners, creating a gap in supply for low-income residents.

Source(s): US Census, 1990-2020, EMSI, Local Permit Data. Under the Need for Missing Middle section, region's new high earners indicates households above area median income.

Housing Needs Assessment | Overview

The Fargo-Moorhead Region must deliver a variety of housing typologies that are affordable and attainable in order to sustain its fast economic growth and high quality of life.



- The region has added nearly 23,000 new jobs.
- Unemployment has remained below 3%.
- Housing unit development has not kept pace with job growth.
- Development of 2-9 unit buildings has not kept pace with single family or large, multifamily development.
- 67% of renter households earning less than \$50,000 are paying more than 30% of their income towards housing.
- Average prices of homes sold have increased by 18%, outpacing most renter incomes.

AGREEMENT REGARDING DEFERRAL OF SPECIAL ASSESSMENTS

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

Recitals

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

WHEREAS, City has made public improvements and intends to make additional public improvements at a future date, as identified in Exhibit B attached hereto and incorporated herein by reference; and

WHEREAS, City has established, and anticipates establishing in the future, property improvement projects, identified as Special Assessment Improvements Districts Nos. FP-19-A, BN-21-A, BN-22-A, FP-19-A4, and BN-26-D, which include storm sewer lift station, retention pond, and incidentals, Arterial construction and incidentals, including utilities and paving, and anticipated to also include new construction and incidentals, including sanitary sewer, water main, storm sewer, street lighting, and paving benefitting the Subject Property (“Projects”); and,

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

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

Agreement

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

1. Ownership. The undersigned is the owner of the Subject Property which Owner anticipates being annexed and incorporated as part of the City of Fargo.
2. Definitions.
 - a. "Triggering Event" shall be an occurrence that causes the removal of the deferral of special assessments for the parcel(s) or lot(s) in question. The "triggering event" shall apply to all deferred special assessments to include Arterial, Collector and Local public improvements.
 - b. "Arterial" street shall mean a roadway with the primary function traffic movement. The arterial collects its traffic from the collector roads, or occasionally, a local street. Arterial streets allow higher vehicular speed and commonly have intersections spaced nearly at 1/8 mile distances. Arterial roadways are typically multi-lane roadways with traffic signals and/or roundabouts located at major intersections. The arterial street usually has a traffic volume between 10,000 to 35,000 vehicles/day.
 - c. "Collector" street shall mean a roadway that has the function of collecting traffic from all other streets and discharging it onto other collectors, arterials, or highways. A collector Street is typically a 2 to 3-lane roadway with a speed limit of 25-30 mph. The collector street usually has a traffic volume between 2,500 to 7,500 vehicles/day.
 - d. "Local" street is a roadway designed to serve primarily to provide access to the traffic emanating from properties and discharge them onto collectors. They serve a minor role in the roadway classification system and usually have low traffic. The speed limit on a local street is typically 25 mph. The local street usually has a daily traffic volume of less than 1,500 vehicles/day.
3. Conditions Precedent. This Agreement shall become effective only upon the occurrence of all the following conditions: (1) that the Subject Property be annexed and incorporated into the municipal boundaries of the City of Fargo; (2) that the Subject Property be platted; and (3) special assessments is utilized for funding of the future infrastructure request anticipated as Special Assessment Improvements District No. BN-26-D.
4. Public Improvements to Property. Owner understands and agrees that the Projects benefit the Subject Property and that special assessments will be levied and assessed against the Subject Property for such improvements. Owner hereby waives Owner's right to protest the resolution of necessity for any such improvements for which such resolution is required pursuant to N.D.C.C. § 40-22-17. Owner hereby specifically consents to the construction of such improvements and to the assessment of the costs thereof against the Subject Property. Furthermore, by entering into this Agreement, Owner hereby waives its right to protest the amount and benefit of any special assessment levied against the Subject Property for future street and utility projects assigned benefit pursuant to the Infrastructure Funding Policy in effect at the time of assignment of benefit.

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

a. The following deferral end dates shall be applicable to each Project identified, unless earlier terminated due to development of the Subject Property as described in paragraph 5(b):

End Date	Project	Project No.
January 1, 2031	Storm Sewer Lift Station, Retention Pond, & Incidentals	FP-19-A
January 1, 2031	Arterial New Construction & Incidentals – Utilities & Paving	BN-21-A
January 1, 2031	Arterial New Construction & Incidentals – Utilities & Paving	BN-22-A
January 1, 2031	Storm Sewer Lift Station, Retention Pond, & Incidentals	FP-19-A4
January 1, 2031	New Construction & Incidentals – Sanitary Sewer, Water Main, Storm Sewer, Street Lighting & Paving*	BN-26-D

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

6. Termination Upon Zoning Change. The Subject Property is being preserved by Owner for future development with AG–Agricultural zoning. Any future developments and rezoning entitlements of the Subject Property must be consistent with the City’s adopted growth plan. Given the City’s 2026 Land Development Code update is in process, the future zoning district of the Subject Property will either be aligned with MR-3, Multi-Dwelling Residential with Conditional Overlay for proposed Lot 3, Block 2 and Lot 1 Block 3, consistent to the zoning district documented in ordinance with the proposed Covey Ranch Third Addition for other parcels; aligned with LC, Limited Commercial with Conditional Overlay for proposed Lot 1 Block 2; or rezoned to be in alignment with 2024 Growth Plan and the anticipated 2026 Land Development Code. Any requested zoning change or growth plan amendment for any portion of the Subject Property not in alignment with either the 2024 Growth Plan, the anticipated 2026 Land Development Code, or the Zoning Overlays applied to the

* These are future anticipated property improvements and the anticipated project reference number.

remainder of the Covey Ranch Third Addition, as part of the initial application review by Planning Commission on January 6, 2026, will trigger termination of the deferral provided herein.

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

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

9. Assessment Amount. The total amount to be assessed shall be the entire amount of the assessments as determined by the Special Assessment Commission and as confirmed by the Board of City Commissioners.

10. Binding Agreement. This Agreement shall be binding upon the parties hereto, and their heirs, administrators, successors and assigns. Owner, its heirs, successors and assigns, may assign any or all of their rights and responsibilities under this Agreement at such times and as often as the Owner, its heirs, successors and assigns may elect.

11. Recording. The parties understand and agree that this Agreement may be recorded in the office of the Cass County Recorder.

Dated this 17th day of June, 2026.

ENCLAVE COVEY, LLC,
a North Dakota limited liability company

By: Enclave Manager, LLC, Manager



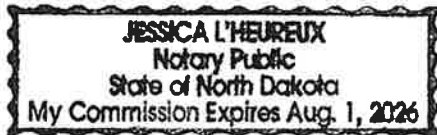
By: Austin J. Morris
Manager of Enclave Manager, LLC

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

On this 17th day of June, 2026, before me, a notary public in and for said county and state, personally appeared Austin J. Morris, Manager of Enclave Manager, LLC, a North Dakota limited liability company, the Manager of Enclave Covey, LLC, a North Dakota limited liability company, to me known to be the person described in and who executed the within and foregoing instrument, and acknowledged to me that he executed the same.


Notary Public
Cass County, North Dakota

(SEAL)



Dated this ____ day of _____, 2026.

CITY OF FARGO, a North Dakota
municipal corporation

Timothy J. Mahoney, M.D., Mayor

ATTEST:

Angie Bear, Deputy Auditor
on behalf of the City Auditor

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

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

(SEAL)

Notary Public
Cass County, North Dakota

Exhibit "A"

Lot 1, Block 3 of Covey Ranch Third Addition in the City of Fargo, Cass County, North Dakota

Exhibit “B”

FP-19-A	Storm Sewer Lift Station, Retention Pond, & Incidentals
BN-21-A	Arterial New Construction & Incidentals – Utilities & Paving
BN-22-A	Arterial New Construction & Incidentals – Utilities & Paving
FP-19-A4	Storm Sewer Lift Station, Retention Pond, & Incidentals
BN-26-D	New Construction & Incidentals – Sanitary Sewer, Water Main, Storm Sewer, Street Lighting, & Paving [†]

[†] Denotes future anticipated property improvements and project reference number.

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 - b. "Arterial" street shall mean a roadway with the primary function traffic movement. The arterial collects its traffic from the collector roads, or occasionally, a local street. Arterial streets allow higher vehicular speed and commonly have intersections spaced nearly at 1/8 mile distances. Arterial roadways are typically multi-lane roadways with traffic signals and/or roundabouts located at major intersections. The arterial street usually has a traffic volume between 10,000 to 35,000 vehicles/day.
 - c. "Collector" street shall mean a roadway that has the function of collecting traffic from all other streets and discharging it onto other collectors, arterials, or highways. A collector Street is typically a 2 to 3-lane roadway with a speed limit of 25-30 mph. The collector street usually has a traffic volume between 2,500 to 7,500 vehicles/day.
 - d. "Local" street is a roadway designed to serve primarily to provide access to the traffic emanating from properties and discharge them onto collectors. They serve a minor role in the roadway classification system and usually have low traffic. The speed limit on a local street is typically 25 mph. The local street usually has a daily traffic volume of less than 1,500 vehicles/day.
3. Conditions Precedent. This Agreement shall become effective only upon the occurrence of all the following conditions: (1) that the Subject Property be annexed and incorporated into the municipal boundaries of the City of Fargo; (2) that the Subject Property be platted; and (3) special assessments is utilized for funding of the future infrastructure request anticipated as Special Assessment Improvements District No. BN-26-D.
4. Public Improvements to Property. Owner understands and agrees that the Projects benefit the Subject Property and that special assessments will be levied and assessed against the Subject Property for such improvements. Owner hereby waives Owner's right to protest the resolution of necessity for any such improvements for which such resolution is required pursuant to N.D.C.C. § 40-22-17. Owner hereby specifically consents to the construction of such improvements and to the assessment of the costs thereof against the Subject Property. Furthermore, by entering into this Agreement, Owner hereby waives its right to protest the amount and benefit of any special assessment levied against the Subject Property for future street and utility projects assigned benefit pursuant to the Infrastructure Funding Policy in effect at the time of assignment of benefit.

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

a. The following deferral end dates shall be applicable to each Project identified, unless earlier terminated due to development of the Subject Property as described in paragraph 5(b):

End Date	Project	Project No.
January 1, 2031	Storm Sewer Lift Station, Retention Pond, & Incidentals	FP-19-A
January 1, 2031	Arterial New Construction & Incidentals – Utilities & Paving	BN-21-A
January 1, 2031	Arterial New Construction & Incidentals – Utilities & Paving	BN-22-A
January 1, 2031	Storm Sewer Lift Station, Retention Pond, & Incidentals	FP-19-A4
January 1, 2031	New Construction & Incidentals – Sanitary Sewer, Water Main, Storm Sewer, Street Lighting & Paving*	BN-26-D

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

6. Termination Upon Zoning Change. The Subject Property is being preserved by Owner for future development with AG–Agricultural zoning. Any future developments and rezoning entitlements of the Subject Property must be consistent with the City’s adopted growth plan. Given the City’s 2026 Land Development Code update is in process, the future zoning district of the Subject Property will either be aligned with MR-3, Multi-Dwelling Residential with Conditional Overlay for proposed Lot 3, Block 2 and Lot 1 Block 3, consistent to the zoning district documented in ordinance with the proposed Covey Ranch Third Addition for other parcels; aligned with LC, Limited Commercial with Conditional Overlay for proposed Lot 1 Block 2; or rezoned to be in alignment with 2024 Growth Plan and the anticipated 2026 Land Development Code. Any requested zoning change or growth plan amendment for any portion of the Subject Property not in alignment with either the 2024 Growth Plan, the anticipated 2026 Land Development Code, or the Zoning Overlays applied to the

* These are future anticipated property improvements and the anticipated project reference number.

remainder of the Covey Ranch Third Addition, as part of the initial application review by Planning Commission on January 6, 2026, will trigger termination of the deferral provided herein.

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

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

9. Assessment Amount. The total amount to be assessed shall be the entire amount of the assessments as determined by the Special Assessment Commission and as confirmed by the Board of City Commissioners.

10. Binding Agreement. This Agreement shall be binding upon the parties hereto, and their heirs, administrators, successors and assigns. Owner, its heirs, successors and assigns, may assign any or all of their rights and responsibilities under this Agreement at such times and as often as the Owner, its heirs, successors and assigns may elect.

11. Recording. The parties understand and agree that this Agreement may be recorded in the office of the Cass County Recorder.

Dated this 17th day of June, 2026.

ENCLAVE COVEY, LLC,
a North Dakota limited liability company

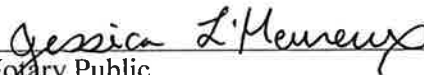
By: Enclave Manager, LLC, Manager



By: Austin J. Morris
Manager of Enclave Manager, LLC

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

On this 17th day of June, 2026, before me, a notary public in and for said county and state, personally appeared Austin J. Morris, Manager of Enclave Manager, LLC, a North Dakota limited liability company, the Manager of Enclave Covey, LLC, a North Dakota limited liability company, to me known to be the person described in and who executed the within and foregoing instrument, and acknowledged to me that he executed the same.



Notary Public
Cass County, North Dakota

(SEAL)



Dated this ___ day of _____, 2026.

CITY OF FARGO, a North Dakota
municipal corporation

Timothy J. Mahoney, M.D., Mayor

ATTEST:

Angie Bear, Deputy Auditor
on behalf of the City Auditor

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

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

(SEAL)

Notary Public
Cass County, North Dakota

Exhibit "A"

Lot 1, Block 2 of Covey Ranch Third Addition in the City of Fargo, Cass County, North Dakota

Exhibit “B”

FP-19-A	Storm Sewer Lift Station, Retention Pond, & Incidentals
BN-21-A	Arterial New Construction & Incidentals – Utilities & Paving
BN-22-A	Arterial New Construction & Incidentals – Utilities & Paving
FP-19-A4	Storm Sewer Lift Station, Retention Pond, & Incidentals
BN-26-D	New Construction & Incidentals – Sanitary Sewer, Water Main, Storm Sewer, Street Lighting, & Paving [†]

[†] Denotes future anticipated property improvements and project reference number.

AGREEMENT REGARDING DEFERRAL OF SPECIAL ASSESSMENTS

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

Recitals

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

WHEREAS, City has made public improvements and intends to make additional public improvements at a future date, as identified in Exhibit B attached hereto and incorporated herein by reference; and

WHEREAS, City has established, and anticipates establishing in the future, property improvement projects, identified as Special Assessment Improvements Districts Nos. FP-19-A, BN-21-A, BN-22-A, FP-19-A4, and BN-26-D, which include storm sewer lift station, retention pond, and incidentals, Arterial construction and incidentals, including utilities and paving, and anticipated to also include new construction and incidentals, including sanitary sewer, water main, storm sewer, street lighting, and paving benefitting the Subject Property (“Projects”); and,

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

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

Agreement

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

1. Ownership. The undersigned is the owner of the Subject Property which Owner anticipates being annexed and incorporated as part of the City of Fargo.

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

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

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3. Conditions Precedent. This Agreement shall become effective only upon the occurrence of all the following conditions: (1) that the Subject Property be annexed and incorporated into the municipal boundaries of the City of Fargo; (2) that the Subject Property be platted; and (3) special assessments is utilized for funding of the future infrastructure request anticipated as Special Assessment Improvements District No. BN-26-D.

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

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- b. Any building permits issued for development on the Subject Property, the special assessment deferral shall end.
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* These are future anticipated property improvements and the anticipated project reference number.

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11. Recording. The parties understand and agree that this Agreement may be recorded in the office of the Cass County Recorder.

Dated this ___ day of _____, 2026.

CITY OF FARGO, a North Dakota
municipal corporation

Timothy J. Mahoney, M.D., Mayor

ATTEST:

Angie Bear, Deputy Auditor
on behalf of the City Auditor

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

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

(SEAL)

Notary Public
Cass County, North Dakota

Exhibit "A"

Lot 3, Block 2 of Covey Ranch Third Addition in the City of Fargo, Cass County, North Dakota

Exhibit “B”

FP-19-A	Storm Sewer Lift Station, Retention Pond, & Incidentals
BN-21-A	Arterial New Construction & Incidentals – Utilities & Paving
BN-22-A	Arterial New Construction & Incidentals – Utilities & Paving
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BN-26-D	New Construction & Incidentals – Sanitary Sewer, Water Main, Storm Sewer, Street Lighting, & Paving [†]

[†] Denotes future anticipated property improvements and project reference number.

REPORT OF ACTION

PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

17

Improvement District No. BN-25-A0

Type: Amendment #6

Location: 64th Ave S & I-29

Date of Hearing: 6/15/2026

<u>Routing</u>	<u>Date</u>
City Commission	6/22/2026
PWPEC File	X
Project File	Eric Hodgson

The Committee reviewed the accompanying correspondence from Project Manager, Eric Hodgson, regarding Amendment #6 in the amount of \$27,892.00 for additional work.

Staff is recommending approval of Amendment #6 in the amount of \$27,892.00, bringing the total contract amount to \$1,482,214.25 to Bolton & Menk.

On a motion by Brenda Derrig, seconded by Susan Thompson, the Committee voted to recommend approval of Amendment #6 to Bolton & Menk.

RECOMMENDED MOTION

Concur with the recommendation of PWPEC and approve Amendment #6 in the amount of \$27,892.00, bringing the total contract amount to \$1,482,214.25 to Bolton & Menk.

PROJECT FINANCING INFORMATION:

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

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

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


COMMITTEE

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

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

ATTEST:

C: Kristi Olson


Tom Knakmuhs, P.E.
City Engineer

Memorandum

To: Members of PWPEC
From: Eric Hodgson, Civil Engineer II
Date: June 15, 2026
Re: Improvement District No. BN-25-A0 – Amendment #6
64th Avenue South & I29 Interchange

Background:

The City of Fargo procured federal funding in January of 2020 for the 2025 construction of the 64th Avenue South & I29 Interchange. Bolton & Menk, Inc. was selected in January 2023 to perform the design engineering work for the project (#BN-25-A). In April 2023, the NDDOT revoked the 2025 federal funding due to surging construction costs in the state. Later, new federal funding was issued for the 2028 construction.

Since the start of the project it has been decided that there is a need to expand the traffic analysis with additional future development information that is now known to us.

- **Amendment 6:** Addresses the additional cost associated with the work for redoing portions and increasing the scope of the traffic growth analysis.

Included in this packet is the additional scope of works for Amendment #6 in the amount of \$27,892 for the referenced project.

Recommended Motion:

Approve Amendment #6 in the amount of \$27,892 for Improvement District No. BN-25-A0.

EBH/klb
Attachment



Real People. Real Solutions.

MEMORANDUM

Date: 6/3/2026

To: City of Fargo Engineering Department

From: Kevin Mackey PE, PTOE
Mike Bittner PE, PMP, PTOE, PTP

Subject: 64th Avenue S Area Growth Analysis – Scope of Services
City of Fargo
Project No.: OT4129352

This document presents a scope of services to perform traffic growth analysis for the 64th Avenue S corridor between Interstate 29 and 45th Street in Fargo. These services will be an amendment to the 64th Avenue Interchange Project (Project BN-25-A0).

Task 1 – Development Plan Review

Bolton & Menk will review three (3) development plans provided by the City of Fargo. The primary objective of this review is to estimate the number of households and jobs that would be added to these areas if the development plans are realized. The three developments to be reviewed are:

- Covey Ranch (1st, 2nd, and 3rd Additions)
- Back 40 Addition
- Sanford Addition

Bolton & Menk has budgeted time for one (1) virtual meeting with City of Fargo staff to discuss development plans and vet analysis assumptions.

Task 2 – Metro COG Travel Demand Model Edits

Bolton & Menk will use the 2050 Metro COG travel demand model to estimate 2050 traffic conditions along the 64th Avenue S corridor between I-29 and 45th Street.

Traffic Analysis Zone (TAZ) Data Review from Previous Planning Efforts

This task will include a review of current growth assumptions in the 2050 Metro COG Travel Demand Model (basis of Metro 2050 long range transportation plan) and a review of growth assumptions that were made as part of traffic analysis for the 64th Avenue S interchange.

Edits to Travel Demand Model Roadway Network

Bolton & Menk will edit the travel demand model roadway network in the analysis area to better assess traffic growth on public roadways. The modeled roadway network will also assume an interchange at Interstate 29 and 64th Avenue S.

Roadway network updates are expected to largely focus on 64th Avenue S, 70th Avenue S, 38th/40th Street S, and 45th Street S.

Name: 64th Avenue S Area Growth Analysis – Scope of Services

Date: 6/3/2026

Page: 2

TAZ Data Update

Bolton & Menk will update relevant 2050 TAZ household and employment data in the project area. Updated TAZ data will be based on development plans described in Task 1.

2050 Model Runs and Interpretation of Results

After updating TAZ data in the analysis area, the Metro COG travel demand model will be run and assessed to guide the development of 2050 traffic forecasts.

Task 3 – 2050 Traffic Forecasting and Operations Analysis

2050 Traffic Forecasts

2050 traffic forecasting will include the following:

1. Based on outputs from the updated Metro COG Travel Demand Model, 2050 average daily traffic (ADT) forecasts will be developed for all approaches at the following intersections:
 - a. 64th Avenue S & Sports Drive S
 - b. 64th Avenue S & 38th Street S/40th Street S
 - c. 64th Avenue S & 43rd Street S
 - d. 64th Avenue S & 45th Street
 - e. 45th Street & 66th Avenue S
 - f. 45th Street & 70th Avenue S
 - g. 45th Street & 74th Avenue S
 - h. 45th Street & 76th Avenue S
 - i. 76th Avenue S & 40th Street S
 - j. 70th Avenue S & 40th Street S
2. 2050 AM and PM peak hour turning movement forecasts at the following intersections
 - a. 64th Avenue S & Sports Drive S
 - b. 64th Avenue S & 38th Street S/40th Street S
 - c. 64th Avenue S & 45th Street

2050 Traffic Operations Analysis

Bolton & Menk will perform 2050 AM and PM peak hour intersection level of service analysis for the following intersections:

1. 64th Avenue S & Sports Drive S (assumed to be $\frac{3}{4}$ access)
2. 64th Avenue S & 38th Street S/40th Street S (assumed to be full access intersection)
3. 64th Avenue S & 45th Street (assumed to be full access intersection)

Traffic operations analysis for the three intersections listed above will be performed using the Synchro 12 analysis software. This analysis will identify traffic control and lane configurations that are expected to provide acceptable intersection levels of service under estimated 2050 peak hour traffic volumes.

For study intersections where peak hour turning movements are not estimated, typical roadway section requirements will be established based on estimated 2050 daily traffic volumes.

Task 4 – Back 40 Development Analysis

Bolton & Menk will review development plans for the Back 40 Addition. The primary objectives of this review are to identify right-of-way requirements near the intersection of 64th Avenue S and Sports Drive and to identify potential driveway locations on Sports Drive.

Name:

Date:

Page: 3

Task 5 – Documentation

Bolton & Menk will develop draft and final technical memorandums to present analysis results and recommendations.

Project Schedule and Fee

A draft technical memorandum will be submitted within four (4) weeks of receiving a notice to proceed. Upon receipt of City of Fargo comments on the draft report, a final report will be submitted within two (2) weeks.

The hourly not-to-exceed fee for the scope of services described above is \$26,020. The cost breakdown is provided in the table below.

Detailed Cost Estimate							
Client: City of Fargo				Bolton & Menk, Inc.			
Project: 64th Avenue S Traffic Growth Analysis							
Task No.	Work Task Description	Project Manager (PE)	Traffic Lead (PE)	Traffic Support	Design Engineer (PE)	Total Hours	Total Cost
1.0	Plat Review	4	9	3	0	16	\$3,255
2.0	Metro COG Travel Demand Model Edits	0	8	20	0	28	\$5,008
3.0	2050 Traffic Forecasts and Operations Analysis	0	13	24	0	37	\$6,693
4.0	Back 40 Plat Analysis	0	5	5	5	15	\$2,780
5.0	Documentation	8	24	16	4	52	\$10,156
Total Hours		12	59	68	9	148	
Subtotal		\$2,808	\$11,859	\$11,560	\$1,665		
Total Fee						\$27,892	

18

June 16, 2026

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

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

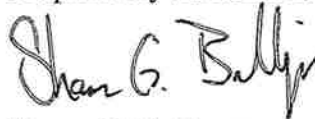
Dear Commissioners:

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

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

Please return the signed originals.

Respectfully submitted,



Shawn G. Bullinger
Land Acquisition Specialist

C: Kasey McNary
Rob Hasey

Project BR-26-G1	County Cass	Parcel(s) 01-2840-00661-000
Landowner Alexander J. Herz & Cassie D. Haugjorde ^{Herz}		
Mailing Address 2413 17 AVE S Fargo, ND 58103		


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

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

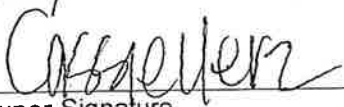
I, as right of way agent for the City of Fargo, Engineering Department, am hereby authorized to offer the following amount of \$ 1,020.00 as full compensation for the fee and/or temporary taking of the foresaid parcels and all damages incidental thereto. The offer set forth has been established through one of the following, Basic Data Book, Certified Appraisal, City of Fargo Minimum Payment Policy. A breakdown of this offer is as follows:

Land	\$	_____
Easement and Access Control	\$	<u>1,020.00</u>
Improvements on Right of Way*	\$	_____
Damages to Remainder	\$	_____
Total Offer	\$	<u>1,020.00</u>


*Description of Damages to Remainder are as follows:



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



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



 Shawn G. Bullinger
 Land Acquisition Specialist, City of Fargo

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

Timothy J. Mahoney

 MAYOR

 SIGNATURE

 DATE

EASEMENT

(Temporary Construction Easement)

KNOW ALL MEN BY THESE PRESENTS that **ALEXANDER J. HERZ AND CASSIE HERZ** ~~D. HAUGJORDE~~, whose address is 2413 17th Ave S, Fargo, ND 58103, hereinafter referred to as "Grantors", for and in consideration of the sum of One and no/100 Dollars (\$1.00) and other valuable consideration, to it in hand paid the receipt whereof is hereby acknowledged, **HEREBY GRANTS UNTO THE CITY OF FARGO, CASS COUNTY, NORTH DAKOTA**, a municipal corporation, its successors and assigns, hereinafter referred to as "Grantee", temporary construction easements under, over, upon and in the lands hereinafter described for the purpose of storage of materials and job site layout for construction, together with the customary appurtenances, said tract being described as follows:

That part of Lot 10, Block 5C, REPLAT OF BLOCK (5), SOUTHVIEW VILLAGES ADDITION, according to the recorded plat thereof, on file and of record in the office of the Recorder, Cass County, North Dakota, described as follows:

The south 10.00 feet of said Lot 10, as measured at a right angle to and parallel with the south line of said Lot 10.

AND

The west 25.00 feet of the east 30.00 feet of the north 10.00 feet of the south 20.00 feet of said Lot 10, as measured at right angles to and parallel with the east and south lines of said Lot 10.

Containing a combined 819 square feet, more or less, and subject to all easements, restrictions and reservations of record, if any.

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


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

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

[Signature pages to follow]

IN WITNESS WHEREOF, Grantors have set their hand and caused this instrument to be executed this 16 day of JUNE, 2026.

GRANTORS:



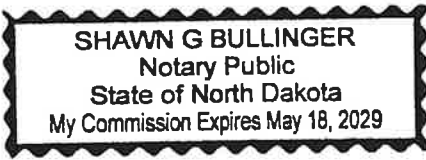
Alexander J. Herz




Cassie D. Haugjorde Herz

STATE OF NORTH DAKOTA)
)
COUNTY OF CASS)

On this 16 day of JUNE, 2026, before me a notary public in and for said county and state, personally appeared Alexander J. Herz and Cassie D. ^{HERZ} Haugjorde, known to me to be the persons described herein and who executed the within and foregoing instrument, and acknowledged to me that they executed the same.

(SEAL) 



Notary Public
My Commission Expires:

GRANTEE:

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

Timothy J. Mahoney, Mayor

ATTEST:

Angie Bear
Deputy Auditor on behalf of City Auditor

STATE OF NORTH DAKOTA)
)
COUNTY OF CASS)

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

(SEAL)

Notary Public
My Commission Expires:

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

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

COVER SHEET
CITY OF FARGO PROJECTS

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

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

Paving and Utility Rehab/Reconstruction

Improvement
District No. BR-26-D

Call For Bids	<u>June 22</u>	, <u>2026</u>
Advertise Dates	<u>July 1 & 8</u>	, <u>2026</u>
Bid Opening Date	<u>July 29</u>	, <u>2026</u>
Substantial Completion Date	<u>October 24</u>	, <u>2026</u>
Final Completion Date	<u>June 5</u>	, <u>2027</u>

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

Project Engineer William Bayuk

Phone No. (701) 241-1545

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

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



ENGINEER'S REPORT
PAVING AND UTILITY REHAB/RECONSTRUCTION
IMPROVEMENT DISTRICT NO. BR-26-D
ON 8TH AVENUE SOUTH FROM 4TH STREET SOUTH TO
THE EAST END OF 8TH AVENUE SOUTH.

Nature & Scope

This project is for the replacement of the water main, sanitary sewer mains, sanitary sewer services, storm inlet leads, concrete curb & gutter, asphalt pavement and sidewalk repairs.

Purpose

The existing water main is cast iron pipe (CIP), which was installed up to 105 years ago and is being replaced with polyvinyl chloride (PVC) to minimize impacts and costs associated with breaks. The street reconstruction is necessary because the existing street section has deteriorated significantly and has exceeded its life expectancy. Reconstruction will include asphalt pavement, gravel base, curb and gutter, storm sewer inlets and leads, new sanitary sewer, new water main, driveway approaches and sidewalk replacement. The project will be funded by a combination of City Funds (Wastewater Utility, Water Utility, Storm Sewer Utility and Infrastructure Sales Tax) and Special Assessments to the benefiting properties. 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 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 \$986,137.25. The cost breakdown is as follows:

Sanitary Sewer

Construction Cost		\$271,990.00
Fees		

Admin	4%	\$10,879.60
Contingency	5%	\$13,599.50
Engineering	10%	\$27,199.00
Interest	4%	\$10,879.60
Legal	3%	\$8,159.70

Total Estimated Cost		\$342,707.40
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Funding

Special Assessments	9.61%	\$32,929.34
Utility Funds - Wastewater - 521	90.39%	\$309,778.06

Water Main

Construction Cost		\$324,305.00
Fees		

Admin	4%	\$12,972.20
Contingency	5%	\$16,215.25
Engineering	10%	\$32,430.50
Interest	4%	\$12,972.20
Legal	3%	\$9,729.15

Total Estimated Cost		\$408,624.30
-----------------------------	--	---------------------

Funding

Special Assessments	13.41%	\$54,779.88
Utility Funds - Water - 501	86.59%	\$353,844.42

Storm Sewer

Construction Cost		\$29,820.00
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Fees

Admin	4%	\$1,192.80
Contingency	5%	\$1,491.00
Engineering	10%	\$2,982.00
Interest	4%	\$1,192.80
Legal	3%	\$894.60

Total Estimated Cost		\$37,573.20
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Funding

Special Assessments	50.00%	\$18,786.60
Utility Funds - Stormwater - 524	50.00%	\$18,786.60

Paving

Construction Cost		\$360,022.25
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Fees

Admin	4%	\$14,400.89
Contingency	5%	\$18,001.11
Engineering	10%	\$36,002.23
Interest	4%	\$14,400.89
Legal	3%	\$10,800.67

Total Estimated Cost		\$453,628.04
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Funding

Special Assessments	27.60%	\$125,183.76
Utility Funds - Wastewater - 521	11.02%	\$50,000.00
Utility Funds - Water - 501	11.02%	\$50,000.00
Sales Tax Funds - Infrastructure - 420	50.36%	\$228,444.28

Project Funding Summary

Special Assessments	18.65%	\$231,679.58
Utility Funds - Wastewater - 521	28.96%	\$359,778.06
Utility Funds - Water - 501	32.50%	\$403,844.42
Sales Tax Funds - Infrastructure - 420	18.39%	\$228,444.28
Utility Funds - Stormwater - 524	1.51%	\$18,786.60
Total Estimated Project Cost		\$1,242,532.94

We believe this project to be cost effective.



Thomas Knakmuhs, P.E.
City Engineer



**LOCATION AND COMPRISING
PAVING AND UTILITY REHAB/RECONSTRUCTION
IMPROVEMENT DISTRICT NO. BR-26-D
ON 8TH AVENUE SOUTH FROM 4TH STREET SOUTH TO
THE EAST END OF 8TH AVENUE SOUTH.**

LOCATION:

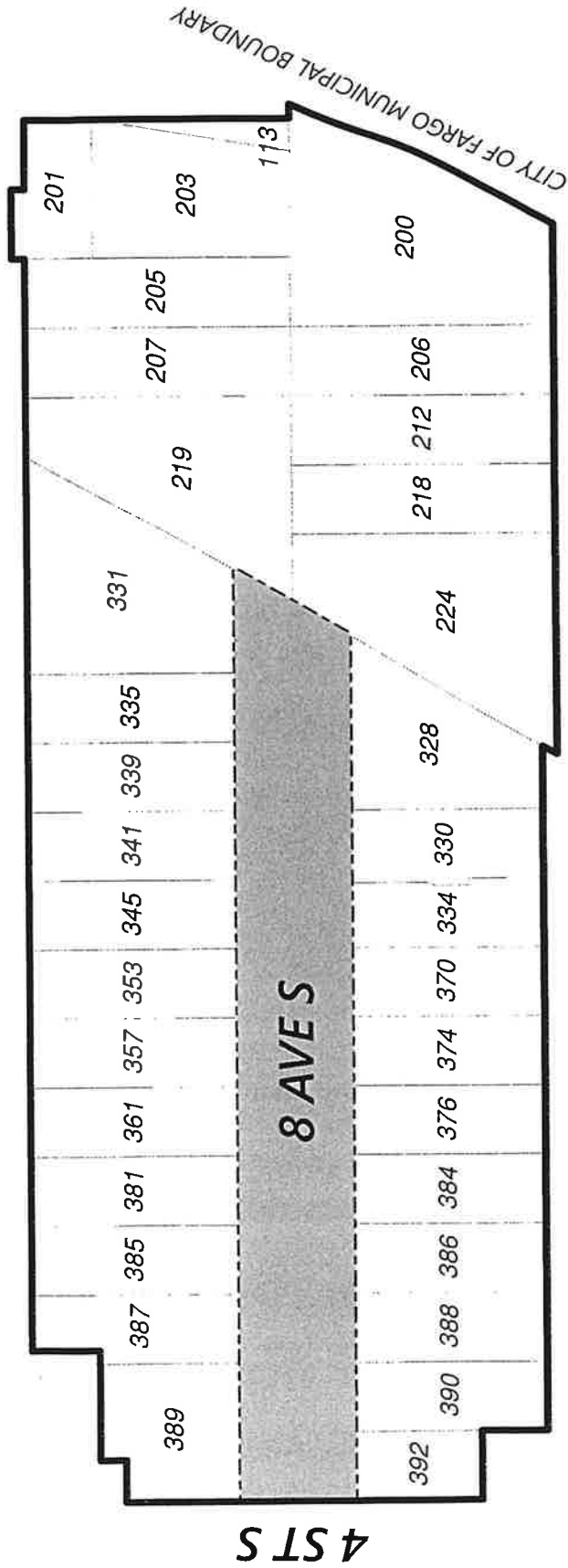
On 8th Avenue South from 4th Street South to the east end of 8th Avenue South.


COMPRISING:

The area bounded on the north by 7th Avenue South, on the east by Red River, on the south by 9th Avenue South and on the west by 4th Street South.

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

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



 PROJECT AREA

 SPECIAL ASSESSMENT DISTRICT BOUNDARY

CITY OF FARGO

ENGINEERING DEPARTMENT

LOCATION & ASSESSMENT AREA

PAVING AND UTILITY REHAB/RECONSTRUCTION

IMPROVEMENT DISTRICT NO. BR-26-D

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FINANCE OFFICE
225 4th Street North
Fargo, ND 58102
Phone: (701) 241-1333
www.FargoND.gov

TO: Board of Commissioners
FROM: Susan Thompson, Director of Finance
RE: Cass County Electric Franchise Agreement
DATE: June 5, 2026

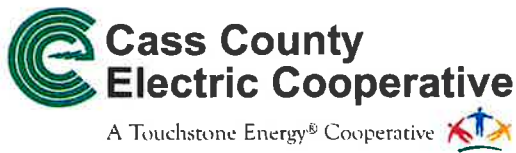


Pursuant to a limited franchise agreement between the City of Fargo and Cass Country Electric entered into in July 1995 and amended December 2016, Cass County Electric is required to provide written notice of the intention to service areas annexed into the City of Fargo. Attached is the required notice referring to the annexation of April 14, 2026.

Please receive and file the amendment to the limited franchise agreement adding the area annexed by the City of Fargo on April 14, 2026.

Recommended Motion:

Receive and file the amendment to the limited franchise agreement between the City of Fargo and Cass County Electric adding the area annexed by the City of Fargo on April 14, 2026.



May 27, 2026

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

<CERTIFIED MAIL>

Dear Ms. Thompson,

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

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

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

The Southeast Quarter (SE ¼) and East One-half (E ½) of the Southwest Quarter (SW ¼) of Section Thirty-five (35), Township One Hundred Forty-one (141) North, Range Forty-nine (49) West of the Fifth Principal Meridian, Cass County, North Dakota. The area is more particularly described in the Annexation Plat.

This area was annexed into the City of Fargo and recorded at the Cass County Recorder's office on April 14th, 2026, at 10:33 a.m., Document No. 1756026.

Sincerely,

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

Troy Knutson, PE
VP of Engineering and Operations
Cass County Electric Cooperative

Cc: Paul Matthys, CEO, Cass County Electric Cooperative
Ms. Tami Norgard, Vogel Law, Attorney for Cass County Electric Cooperative



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FINANCE OFFICE
225 4th Street North
Fargo, ND 58102
Phone: (701) 241-1333
www.FargoND.gov

TO: Board of Commissioners
FROM: Susan Thompson, Director of Finance
RE: FAHR Staff meeting – Items for Commission Review/Approval
DATE: 6/15/2026

Receive & File: General Fund – Budget to Actuals 5/31/2026

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

Award & Budget Adjustments

SWAT – Donation for SWAT Sniper Competition

Other:

Fire – Request to overfill next recruit academy

Planning – Downtown Parking Policy and Operation update

Planning – CZB Contract Amendment #2 (RFP22159)

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

	YTD Budget	YTD Actual	YTD Variance
REVENUES:			
1 Taxes	\$ 45,537	\$ 41,470	\$ (4,067)
2 Licenses & Permits	2,739	2,221	(518)
3 Intergovernmental Revenue	6,487	6,032	(455)
4 Charges for Services	3,958	4,168	210
5 Fines & Traffic Tickets	793	676	(117)
6 Interest	2,708	3,893	1,185
7 Miscellaneous Revenue	373	672	299
8 Transfers In	8,632	8,619	(13)
Total Revenues	\$ 71,227	\$ 67,751	\$ (3,476)
EXPENDITURES:			
9 General Government	\$ 12,768	\$ 11,737	\$ 1,031
10 Public Safety	24,467	22,606	1,861
11 Public Works	6,517	5,787	731
12 Health & Welfare	6,410	5,570	840
13 Culture & Recreation	2,351	2,188	162
14 Economic Development	23	22	1
15 General Support	433	616	(184)
16 Operating Transfers	4,117	2,182	1,935
17 Contingency (Salary Savings)	(653)	(2)	(651)
Total Expenditures	\$ 56,433	\$ 50,706	\$ 5,727
Revenue Over (Under) Expenditures	\$ 14,794	\$ 17,045	\$ 2,251

- 1** Timing/Allocation with Property Tax Receipts and Primary Resident Tax Credit revenue.
- 2** Building-related permits/fees are trending below budget.
- 3** State Aid tracking lower than budget.
- 6** Higher interest income than budget.
- 9-15** Timing issues with budget v actual expenses.
- 16** Timing issue. One-time transfer will be made later in the year.



Report of Action:
FAHR Meeting of June 15, 2026

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

Department: SWAT

Description: See Memo. SWAT requests approval of a donation and related budget adjustment for participation in a competition.

Net Financial Impact: \$0

At their meeting, FAHR endorsed this request.

Suggested Motion:

Approve the acceptance of the anonymous donation of \$1500 and related budget adjustment.



RED RIVER VALLEY S.W.A.T.

To: FAHR Committee

From: LT Nate Nieman

Date: 06/10/2026

Re: Request to Accept Anonymous Donation for SWAT Sniper Competition

An anonymous donor has offered to donate \$1,500 to the City of Fargo to cover the costs of sending three Fargo Police Department SWAT snipers to the 2026 Superior Sniper Competition in Superior, Wisconsin, on July 16–17, 2026. The competition provides advanced training opportunities that enhance sniper skills and support the operational readiness of the Red River Valley SWAT Team.

Sgt. Jerrod Wagner, Sgt. Tyler Seehusen, and Officer Andrew Lund will attend the event. Detective David Todd will remain in Fargo to maintain SWAT sniper coverage during the competition, while Officer Sam Otto continues his sniper training and is scheduled to attend the Sniper Basic Course in Fargo from July 20–24, 2026.

The total estimated cost of attendance is **\$1,398.16**, which includes registration, lodging, fuel, ammunition, and per diem expenses. The proposed **\$1,500** donation will fully cover the cost of the trip, with any remaining funds handled in accordance with City of Fargo donation policies.

LT Nate Nieman

Red River Valley SWAT Commander

Recommended Motion:

Approve the acceptance of the anonymous donation and transfer funds to the 2026 Operating Budget

Revenue Account

216-5016-365.10-00 = **\$1,500**

Expense Account

216-5016-411.61-40 = **\$1,500**



BUDGET ADJUSTMENT REQUEST

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

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

DEPARTMENT: Police

REQUESTED BY: Lt. Nate Nieman PROJECT NUMBER : _____

DATE PREPARED: 6/11/2026

DESCRIPTION OF REQUEST: Donation to attend the SWAT Sniper Competition in Superior, Wisconsin July 16-17th

NOTE: if relevant, please identify the appropriate fiscal year in the description

REVENUE ACCOUNT NUMBER:	CURRENT BUDGET	REQUESTED ADJUSTMENT	NEW BUDGET
216-5016-365.10-00		\$ 1,500	\$ 1,500
			= \$ -
		+	= \$ -
		+	= \$ -
TOTAL REVENUE ADJUSTMENTS:		\$ 1,500	

EXPENSE ACCOUNT NUMBER:	CURRENT BUDGET	REQUESTED ADJUSTMENT	NEW BUDGET
216-5016-411.61-40		\$ 1,500	= \$ 1,500
			= \$ -
		+	= \$ -
		+	= \$ -
		+	= \$ -
		+	= \$ -
		+	= \$ -
TOTAL EXPENSE ADJUSTMENTS:		\$ 1,500	

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

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

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



**Report of Action:
FAHR Meeting of June 15, 2026**

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

Department: Fire

Description: See Memo. Fire requests to overfill their next recruiting class by one position in the event of a future vacancy.

Net Financial Impact: nominal

At their meeting, FAHR endorsed this request.

Suggested Motion:

Approve the request to overfill the 8/3/2026 Fire Academy by one firefighter position.

Subject: Request to Overfill

Good Morning Camila,

Tentatively on August 3rd, we will be starting a new recruit academy. I am requesting to overfill for this academy by one firefighter position for the following reasons.

- Currently, the suppression division is short seven people and we currently have seven conditional offers out to fill these vacancies. History has proven that it is not uncommon to lose one or two individuals during the academy.
- While I don't have exact confirmation, the potential exists for two employees to leave the department in the near future.
- After the August academy, the next recruit class will not be until next spring. Hiring now will help reduce future overtime costs.

Thank you,

Gary Lorenz

Fire Chief

THE CITY OF FARGO | FARGO FIRE DEPARTMENT

Office: 701.241.8137

glorenz@FargoND.gov

Preventing Emergencies. Protecting Our Community.



**Report of Action:
FAHR Meeting of June 15, 2026**

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

Department: Planning/Parking

Description: See Memo. Planning requests operational and policy updates noted in the memo, resulting from analysis related to the transition to PCI Municipal Services as the downtown parking services manager.

Net Financial Impact: Likely some additional revenue; unable to quantify at this time. Parking will report at a later date.

At their meeting, FAHR endorsed this request.

Suggested Motion:

Approve the policy/procedure and rate structure updates as noted in the memo and approve the parking operation recommendations as presented.



PLANNING & DEVELOPMENT

FARGO CITY HALL
225 4th Street North
Fargo, ND 58102
Office: 701.241.1474 | Fax: 701.241.1526
Email: Planning@FargoND.gov
FargoND.gov

MEMORANDUM

TO: Board of City Commissioners

FROM: Mark Williams, Assistant Planning Director *MW*
Nicole Crutchfield, Planning Director

DATE: June 11, 2026

RE: 2026 Downtown Parking Policy and Operation updates

Background:

On October 27, 2025 City Commission received and filed the 2025 Parking Study available online at: <https://fargond.gov/live/parking/parking-studies-maps>. This comprehensive study of parking in downtown included:

- Inventory and utilization of both on and off-street parking facilities
- Evaluate parking service delivery models and parking governance structure including recommendations for efficiency and improvement for the parking system holistically
- Develop RFP (request for proposal) for parking management services and evaluation
- Develop operation and maintenance guidance for parking facilities.

PCI Municipal Services took over downtown municipal parking operations on June 1, 2026. As noted in the April 27 City Commission parking operation memo, operational and policy updates were anticipated including:

- June 1, 2026 – Modify residential parking rate once overall data and analysis is completed.
- June 1, 2026- December 2026 - Parking data analysis for future program development:
 1. Residential parking permit
 2. Contractor parking/Service Vehicle permit
 3. Engage with stakeholders
- January 2027 - Evaluate parking data and community comments for potential future parking system modifications with coordination with Finance Committee and City Commission

This initial transition has brought to light operational and policy updates for consideration including:

1. Fees payable for parking violations – Fargo Municipal Code [1-0305\(C.14\)](#) outlines a graduated fee structure for parking violations in downtown received within a 6 month period: 1st violation - \$20 or Warning Ticket, 2nd violation - \$20, 3rd violation - \$25, 4th violation - \$30, and \$5 late fee imposed after 15 days of issuance.
 - PCI recommendations to implement new practice of enforcing existing ordinances:
 - a) Discontinue waiving the fee for the first parking violation and work with the City Attorney to modify any ordinances as needed.



2. Unpaid Parking Ticket Balance – There are unpaid uncollected tickets in the system.
→ PCI recommendations are the following:
 - a) Designate PCI to collect unpaid parking tickets dating back to January 1, 2021.

3. Designation and representation for authorization – The municipal code outlines the ability for the police department to designate representatives authorized to perform parking functions within the city.
→ PCI recommendations are the following:
 - a) Police department officially designate PCI Municipal Services to
 - Issue parking tickets
 - Tow/immobilize vehicles
 - Perform parking ticket adjudication for all tickets issued in Fargo
 - b) Follow standard practices by the police department that identify vehicles with \$100 or more of delinquent tickets may be eligible for towing and/or impound.

4. Confirm Off-street Parking Rate structure – Parkers now have the ability through an app to park hourly within the city lots. The proposal is to follow the hourly rate structure currently utilized at the Civic Ramp. In addition, there has been historical special event parking fees applied to all off street parking in the downtown.
→ PCI recommendations to confirm hourly parking permit fees for city-owned off street parking lots:
 - a) Hourly Rate of \$1.75 per hour with a \$8.75 daily max in surface parking lots (including C1, C2, 3rd Street Lot and Main Avenue Lot)
 - b) Special event parking rate of \$5

5. Confirm Off-street Parking Rate structure – The Main Avenue Lot monthly rate is not consistent with the other lots because it was closed.
→ PCI recommendations to adjust the monthly Main Avenue Lot fee
 - c) Main Avenue Lot - \$70 (increasing \$8 from \$62/month consistent with C1 and C2 Lots)

In summary, the above recommendations align with parking management best practices while identifying unrealized revenue sources, designate PCI the authority to carry out parking functions as outlined in the municipal code, and create consistency across all of the surface parking lot fees and all of the parking operation procedures. Upon approval, PCI will communicate with the stakeholders before the implementation of the recommendations.

PCI intends to analyze the parking operations and bring forward additional observations and recommendations within six months. The goal will be to work with the stakeholders to approve and implement within a year.

Recommendation: To affirm the policy/procedure and rate structure updates as noted above and approve the parking operation recommendations as presented.



**Report of Action:
FAHR Meeting of June 15, 2026**

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

Department: Planning

Description: See Memo. Planning requests a contract amendment with czb, LLC for consulting services related to the Land Development Code rewrite.

Net Financial Impact: \$0. \$185,000 cost already included in the 2026 budget.

At their meeting, FAHR endorsed this request.

Suggested Motion:

Approve contract amendment #2 with czb, LLC for professional consulting services for comprehensive updates to the Land Development Code, Zoning Map and Incentive Policy, pending legal review by the City Attorney.



FARGO CITY HALL
225 4th Street North
Fargo, ND 58102
Office: 701.241.1474 | Fax: 701.241.1526
Email: Planning@FargoND.gov
FargoND.gov

MEMORANDUM

TO: Fargo City Commission
FROM: Nicole Crutchfield, Director of Planning & Development
Mark Williams, Assistant Director of Planning & Development
Kim Citrowske, Planning Coordinator
DATE: June 10, 2026
RE: Contract Amendment #2 with czb, LLC for Land Development Code and Incentive Policy Updates (RFP22159)

Staff is requesting approval of a second contract amendment with *czb, LLC* for professional consulting services to extend the timeline for the planning process for comprehensive updates to the Land Development Code, Zoning Map and Incentive Policy. The first contract amendment had a not to exceed amount of \$850,000, which was financed from the planning services budget and had an anticipated completion date of June 30, 2026.

Contract Amendment #2 proposes to extend the timeline and scope for six months to December 31, 2026 to ensure adequate time for consensus building, community engagement and implementation training by the consultant team. This added scope and timeline increases the contract an additional \$100,000 which is included in the approved 2026 Planning Services budget. There is an unexpended amount on the existing contract of \$85,000. Total unexpended plus additional timeline extension and scope would equal \$185,000 to be spent between July – December.

The original Land Development Code update has included a review of incentives related to implementation of the 2024 Growth Plan. This phase of work is following the LDC update and was included in the original update. Based on the data analysis to date, additional communication and coordination will be needed with the existing and incoming City Commission, Economic Development Incentives Committee and the Renaissance Zone Authority.

Background

The City of Fargo has comprehensively updated the Land Development Code (also known as the zoning ordinance or Chapter 20 of Fargo Municipal Code) in 1925, 1952, 1965 and the current iteration in 1998 which have guided development throughout the city. Development trends as well as community goals have changed and evolved over time and the newly adopted Fargo Growth Plan 2024 outlines the community’s intentions for future growth and development. The results of the 2024 Growth Plan will guide this update in order to align the goals for an updated codified set of regulations and entitlement processes as well as a framework to guide optimal development.

Recommendation

Approve contract amendment #2 with *czb, LLC* for professional consulting services for comprehensive updates to the Land Development Code, Zoning Map and Incentive Policy, pending legal review by the City Attorney’s Office.



AMENDMENT NO. 2 TO CONSULTING AGREEMENT WITH CZB, LLC

This Amendment No. 2 to Consulting Agreement ("*Amendment No. 2*") is made as of June ____, 2026 ("*Effective Date*") by and between **czb, LLC** ("*Consultant*") and the City of Fargo ("*City*" or "*Contractor*") and is made with reference to the following:

RECITALS

- A. On January 9, 2023, City and Consultant entered into a Consulting Agreement (the "*Agreement*") for professional planning services.
- B. On October 29, 2024, City and Consultant signed Amendment No. 1 to the Agreement to reflect additional services to be provided by Consultant not included in the Agreement, to extend the term of the Agreement to June 30, 2026, and to increase the total compensation.
- C. The extended term of the Agreement outlined by Amendment No. 1 has been determined to be insufficient to complete the additional services and requires that the term of the Agreement be further extended to December 31, 2026.
- D. City and Consultant mutually desire to amend the Agreement, as provided below.

NOW, THEREFORE, it is mutually agreed by and between the undersigned parties as follows:

1. SCOPE OF SERVICES

Agreement shall be supplemented to include Part 3, Revised Work Program for Comprehensive Land Development Code Update, Zoning Map Update, Economic Development Policy Update, and Transition Implementation/Training, which is attached hereto as Attachment E and incorporated herein by reference.

2. COMPENSATION

During the extension of the term, Consultant shall invoice City for the remaining \$85,000 agreed to in Amendment No. 1 and an additional \$100,000 to reflect timeline and scope expansion. In total, Consultant will invoice City \$185,000 between July 1, 2026, and December 31, 2026.

Invoices will be scheduled on or about the first of each month from July through December. On receipt of Consultant invoice and satisfactory progress report, transmitted via email in PDF form, City shall make full payment to Consultant within 30 calendar days of receipt.

3. INTEGRATED CONTRACT

Except as expressly modified herein, all other provisions, terms, and covenants set forth in the Agreement shall remain unchanged and shall be in full force and effect.

IN WITNESS WHEREOF, the parties have signed this Amendment No. 2 as of the date first set forth above.

CITY OF FARGO, a North Dakota Municipal Corporation

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

ATTEST:

Angie Bear, Deputy City Auditor

czb, LLC, a Maine limited liability company

Charles Buki

By: Charles Buki

Its: Managing Member

ATTACHMENT E

Part 3

Revised Work Program for Comprehensive Land Development Code Update, Zoning Map Update, Economic Development Policy Update, and Transition Implementation/Training for the City of Fargo

Revised Work Program – LDC

R-LDC.1 Staff Review Draft- Estimate completion mid-July

Integrate a full staff review to include all departments and all articles of the new LDC draft. Estimate completion mid-July. Includes 1-2 team meetings and a public Code Connect introduction. Results in upcoming Public Draft for consensus building outreach timeline.

R-LDC.2 Staff Review Zoning Map – estimate completion end of July

Introduce a city wide zoning map utilizing new district framework. Coordinate with staff on public outreach measures and technology and data integration. Includes 1-2 team meetings. Include a Code Connect introduction. Results in connecting to Public Final Draft consensus building outreach timeline.

R-LDC.3 City Attorney Review Draft – estimate completion end of August

Utilizing the final staff review draft and the draft zoning map, submit final drafted documents for city attorney review for city and state code conflicts and legal best practices. Unique technical subjects relevant to City issues to include Group Living, Protected Class, First Amendment, Signage. Results with a formal legal review.

R-LDC.4 Public Review Draft and Zoning Map – estimate completion end of August

Introduction of public review code and map with outreach to include onboarding elected and appointed officials, administration transitions, and consensus building development. Results in final working draft documents for use in outreach and engagement activities.

R-LDC.5 Public Review Draft Presentation and Workshops (czb in-person visit)- estimated completion end of August

Conduct and facilitate workshops and engagement activities to include focus group members, Code Connect (2), staff engagement, operational assessments, elected and appointed officials and committee members, operational training. Effect city departments, effected boards and committees, and frequent public members users of the codes having formal Q&A events and opportunity for feedback that is finalized with a short summary document reporting findings. Results with consensus built final documents.

R-LDC.6 Initial Trainings – estimated completion mid-September

Using the consensus built final documents, in person and virtual trainings will be conducted to ensure procedural process changes and regulatory definitions for staff to understand operational changes. Results with onboarding staff.

R-LDC 6.5 Break the Code Trainings (czb in-person visit) – estimated completion end of September

Workshops and training for focus groups, plan review staff and public users. Results with onboarding public users and testing code.

R-LDC.7 Public Hearing Draft and Zoning Map (czb in-person visit)- estimated early October

Public hearing, ordinance developments and adoptions for January 2027 beginning use.

R-LDC.8 Additional Trainings and Workshops– As needed

Each step is dependent on findings through engagement efforts. Timeline and needed coordination will adapt as needed.

Revised Work Program – Economic Development Policy Update

R-EDP.1 Staff Review Draft- mid July - September

Staff (City Administration and multiple departments) receipt and review of analysis report examining RZ, TIF and PILOT programs. Introductions and overview provided to focus groups and appointed and elected officials to be conducted in early September.

R-EDP.2 Revised Report and Executive Summary (czb in-person visit) – early December

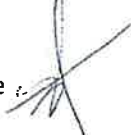
Focus group meetings and elected and appointed officials workshops for review of findings based on data provided in Spring 2026. Results in direction for future policy framework development tasks that tie to the Fargo Growth Plan 2024, “optimal growth” definitions, and select context sensitive public benefit definitions.



22

FINANCE OFFICE
 225 4th Street North
 Fargo, ND 58102
 Phone: (701) 241-1333
www.FargoND.gov

TO: Board of Commissioners

FROM: Susan Thompson, Director of Finance 

RE: Request to reallocate Bond Proceeds of Annual Appropriation Bonds, Series 2024G

DATE: June 17, 2026

In the fall of 2024, the City issued appropriation bonds for a variety of facility projects including acquisition and improvement of the Police Department Building and improvements to various administrative, public works, and public safety facilities. These original projects are complete or nearly complete. Upon final reconciliation, project costs are lower than estimated. We request to reallocate bond proceeds to other facility-related projects within the scope of the bond purpose as indicated in the Official Statement. Bond counsel agrees these reallocated projects are within the scope of the bond purpose:

The proceeds of the Series 2024G Bonds will be used to finance (i) various facilities, including the improvement and equipping of public safety, public works and City administrative facilities (the "2024G Project"); (ii) the establishment and deposit of monies into a reserve account for the Series 2024G Bonds; and (iii) the costs of issuance. See "Authority and Security" herein.

Original Projects:	Bond Proceeds Allocation	New Estimated Final Cost	Over/Under	Complete
South Side Fueling Station	770,000.00	781,344.00	(11,344.00)	X
City Hall Parking Ramp Repair	1,300,000.00	1,538,371.50	(238,371.50)	
PDHQ Acquisition and Modification	11,820,000.00	11,795,018.67	24,981.33	X
Fire Station 5 Repair	2,500,000.00	2,079,644.43	420,355.57	X
Central Garage Roof	1,105,000.00	791,201.16	313,798.84	X
Library Reconfiguration	121,000.00	178,000.00	(57,000.00)	
PDHQ HVAC Replacement	3,000,000.00	1,950,000.00	1,050,000.00	
RRRDC - City Share of New Facility	2,400,000.00	2,400,000.00	-	
	23,016,000.00	21,513,579.76	1,502,420.24	

Reallocate Remaining Bond Proceeds Approximately to:	estimated cost
Fargo Cass Public Health (FCPH) - New HVAC	425,000.00
PDHQ- replacement of East Doors	88,000.00
FCPH and/or PDHQ - Parking Lot Chip/Mill Seal	242,420.24
PDHQ - Parking Lot Fencing	100,000.00
Fire Station 2 Exterior Siding/Windows & Kitchen Remodel	250,000.00
City Hall - Window Tint Floors 2 & 3	100,000.00
Public Works Admin Bldg Generator Replacement	185,000.00
Public Works Central Garage OH Door & Upgrade	112,000.00
	1,502,420.24

Suggested Motion:
 Approve reallocation of approximately \$1.5 million in unspent bond proceeds of Series 2024G to facility-related projects as presented.



23

Fire Department
637 NP Avenue
Fargo, ND 58102
Phone: 701.241.1540 | Fax: 701.241.8125
www.FargoND.gov

MEMORANDUM

TO: BOARD OF CITY COMMISSIONERS

FROM: FIRE CHIEF GARY LORENZ

DATE: JUNE 22, 2026

SUBJECT: FIRE DEPARTMENT GRANT ACCEPTANCE FROM NORTH DAKOTA DEPARTMENT OF EMERGENCY SERVICES – FI055

The North Dakota Department of Emergency Services (NDDes), Division of Homeland Security has approved the Fire Department's grant application for the FY 2025 State Homeland Security Grant Program in the amount of \$140,350.00. Items to be purchased include personal protective gear, monitors, tools, other authorized equipment and training of regional response team members. The grant is 100% funded. Matching funds are not required for the purchases.

Proposed Budget Adjustment:

Revenue:

101-0000-331.12-42 \$140,350.00

Expense:

101-4045-412.61-41 \$140,350.00

RECOMMENDED MOTION: Approve contract with North Dakota Division of Homeland Security for grant funding in the amount of \$140,350.00 for the procurement of equipment and training for regional response teams and authorize the budget adjustment in the amount of \$140,350.00 (FI055).

June 4, 2026

City of Fargo (Fire Dept)
 Timothy Mahoney, Mayor of Fargo
 637 NP Ave
 Fargo, ND 58102

Dear Mayor Timothy Mahoney:

Congratulations on behalf of the North Dakota Department of Emergency Services (NDDDES) Division of Homeland Security, your grant application submitted for the FY 2025 State Homeland Security Grant Program (SHSP) has been approved for award in the amount of \$140,350.00.

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

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

Procurement Requirements

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

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

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

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



Kelly Armstrong
 GOVERNOR

Brig. Gen. Mitchell Johnson
 THE ADJUTANT GENERAL &
 DIRECTOR – DEPARTMENT
 OF EMERGENCY SERVICES

Darin Hanson
 DIRECTOR – DIVISION
 OF HOMELAND SECURITY AND EMERGENCY
 MANAGEMENT

Darin Anderson
 DIRECTOR – DIVISION
 OF STATE EMERGENCY COMMUNICATIONS
 CENTER

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

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

Project Reporting

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

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

DES Grants System Document Upload Instructions

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

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

Sincerely,



Debbie LaCombe
Preparedness Chief




Kelly Armstrong
GOVERNOR

Brig. Gen. Mitchell Johnson
THE ADJUTANT GENERAL &
DIRECTOR – DEPARTMENT
OF EMERGENCY SERVICES

Darin Hanson
DIRECTOR – DIVISION
OF HOMELAND SECURITY AND EMERGENCY
MANAGEMENT

Darin Anderson
DIRECTOR – DIVISION
OF STATE EMERGENCY COMMUNICATIONS
CENTER



NOTICE OF GRANT AWARD			
Recipient Contact Name: Debbie LaCombe		Recipient Contact #: 701-328-8119	
Title of Grant Program: FY 2025 State Homeland Security Grant Program			
CFDA No. 97.067 SHSP		Federal Award to NDDes: \$4,362,750	
Federal Award Identification Number: EMW-2025-SS-05047		Federal Award Date: September 26, 2025	
This award is not for R&D.		Indirect Cost Rate: 0% - ND does not have an approved ICR.	
Federal Awarding Agency: U.S. Department of Homeland Security			
Subrecipient Name and Address City of Fargo (Fire Dept) 637 NP Ave Fargo, ND 58102		Subrecipient Authorized Contact Name: Andrea Bullinger Telephone: 701-241-1539 Email: abullinger@FargoND.gov	
Subrecipient UEI: K2QJQZVH5PM6	Subrecipient Grant Number: 2	County/Tribe: Cass	
Period of Performance/Budget Period:	Start Date: 6/4/2026	End Date: 8/31/2028	
Total Federal Funds Obligated: \$140,350.00	Subrecipient Cost Share: \$0.00	Total Project Cost: \$140,350.00	
Project Description: The intent of this award is to enhance the capability of the subrecipient to prevent, protect against, mitigate, respond to, and recover from acts of terrorism and other catastrophic events in accordance with the federal Notice of Funding Opportunity for this grant program, the approved scope of work, and approved cost line items.			
Reporting Requirements: Progress reports on the status of the project must be submitted to NDDes quarterly through the NDDes grant portal (https://grants.des.nd.gov). Reports are due January 15, April 15, July 15, and October 15 for the life of the grant. A final report is due upon closeout.			
Special Conditions: The above grant project is approved subject to the special conditions or limitations DHS/FEMA Terms and Conditions as indicated on the attached pages.			
Terms and Conditions: This award is subject to the terms and conditions incorporated directly or by reference in the following: <ol style="list-style-type: none"> 1) Fiscal Requirements and Other Program Rules, Regulations, Laws, and Policies for Federal Programs which can be found at https://grants.des.nd.gov/site/HSGP.cfm. 2) Applicable Federal and State laws and regulations. 3) The recipient agrees by signing this document that all allocations and use of funds under this grant will be in accordance with the Federal Notice of Funding Opportunity & FEMA Preparedness Grants Manual for this grant program. 			
This contract is not effective until fully executed by both parties. By signing below, you are accepting the terms and conditions of the award. Please make sure you read and understand these documents before signing. Maintain a copy of these documents in your official file for this award.			
Evidence of Subrecipient's Acceptance		Evidence of NDDes Approval	
Signature	Date		5/27/2026
Name and Title of Authorized Representative Timothy Mahoney Mayor of Fargo		Name and Title of Authorized Representative Darin Hanson Director, HSEM	



24

MEMORANDUM

TO: BOARD OF CITY COMMISSIONERS

FROM: JENN FAUL *JF*
DIRECTOR OF PUBLIC HEALTH

DATE: JUNE 16, 2026

**RE: NOTICE OF SUBAWARD FOR WATER POLLUTION – EPA
BLOCK FROM ND DEPARTMENT OF ENVIRONMENTAL
QUALITY (NDDEQ).
NO: G25.052 ASSISTANCE LISTING #: 66.605
FUNDS: \$1,250
EXPIRES: 06/30/2027**

The attached notice of subaward is from ND Department of Environmental Quality from the EPA. Fargo Cass Public Health will receive \$1,250 to act as a local point of contact for county commissioners, city staff, and planning and zoning staff as it relates to water pollution control requirements. Our staff will report spills and illegal dumping, as well as work with municipal wastewater systems, septic tank pumpers, onsite wastewater treatment systems, and stormwater discharges.

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

Suggested Motion:

Move to approve this notice of grant award from ND Department of Environmental Quality.

JF/lls
Attachment

**NOTICE OF SUBAWARD**

NORTH DAKOTA DEPARTMENT OF ENVIRONMENTAL QUALITY (NDDEQ) - UEI: ZP9KYB67ZB46
(3-2025)

Subaward Number G25.052	Assistance Listing Name Performance Partnership Grants		Assistance Listing Number 66.605
FAIN Number 99861725	Subaward Type (Check One) <input checked="" type="checkbox"/> Program <input type="checkbox"/> R&D	Subaward Start Date 6/15/2026	Subaward End Date 6/30/2027
Federal Award Date 9/24/2024	Federal Awarding Agency Environmental Protection Agency		
The Parties to this subaward are the NDDEQ (Grantor) and the Subrecipient. This subaward is not effective and expenditures related to this subaward should not be incurred until both Parties have signed this subaward. If attachments are referenced, they must be returned with the signed subaward. If attachments were not provided, contact the Program Director identified below.			
Title of Project/Program Water Pollution – EPA Block		NDDEQ Project Code 5531 EQ3993-31	
Subrecipient Name Fargo Cass Public Health		Program Director Marty Haroldson	
Address 1240 25 th St. S		Address 4201 Normandy Street	
City/State/ZIP Code Fargo, ND 58103		City/State/ZIP Code Bismarck, ND 58503-1324	
Contact Name Jenn Faul, Director of Public Health		Contact Name Sarah Waldron-Feld	
Telephone Number 701.241.1380		Telephone Number (701) 328-5237	
Email Address jfaul@fargond.gov		Email Address sfeld@nd.gov	
	NDDEQ Cost Share	Subrecipient Cost Share	Total Costs
Amount Awarded	\$1,250	\$417	\$1,667
Previous Funds Awarded	\$0	\$0	\$0
Total Funds Awarded	\$1,250	\$417	\$1,667
Indirect Rate (Check One)	<input type="checkbox"/> Subrecipient waived indirect costs	<input checked="" type="checkbox"/> De minimis rate of 15%	<input type="checkbox"/> Negotiated/Approved rate of ___%
Scope of Service Subrecipient will conduct Water Pollution Program activities and will act as a local point of contact for county commissioners, city staff, and planning and zoning staff as it relates to water pollution control requirements. Subrecipient will report spill and illegal dumping to the Department as it becomes aware of such activities. In addition, Subrecipient will work with the Department on municipal wastewater systems, septic tank pumpers, onsite wastewater treatment systems, and stormwater discharges and will conduct surveys and investigations as requested by the Department.			
Reporting Requirements Monthly or quarterly Request for Reimbursement and progress report should be submitted to the Department. At the end of the state fiscal year, a final Request for Reimbursement and progress report for the period ending June 30, 2026 must be received by July 15, 2026. A final Request for Reimbursement and progress report the period ending June 30, 2027 must be received by July 15, 2027. Payments will be processed upon Department approval of progress reports (i.e. daily activity logs/explanation of activities under the subaward) and expenditure reports unless otherwise specified in the Special Conditions.			
Special Conditions Once fully executed, expenses related to the Scope of Service of this subaward will be covered as early as October 1, 2025. Payments will be processed at seventy-five (75) percent of the total expenditures reported. Twenty-five (25) percent match funding is required by Subrecipient. Subrecipient has agreed to use de minimis rate of 15% for indirect costs. In accordance with 2 CFR 200.414(f), Subrecipient can charge a 15% de minimis rate of modified total direct costs. Modified total direct costs includes all direct salaries and wages, applicable fringe benefits, materials and supplies, services, travel, and up to the first \$50,000 of each subaward (regardless of the period of performance of the subaward). Note, in accordance with CFR 200.414(f) there are restrictions in use of 15% de minimus rate.			
This subaward is subject to the following terms and conditions and applicable State and Federal Regulations.			

SUBRECIPIENT'S UNDERSTANDING OF TERM OF FUNDING

Subrecipient understands that this subaward is a one-time subaward and acknowledges that it has received no assurances that this subaward may be extended beyond its expiration date.

2. TERMINATION

a. Termination for Convenience or by Mutual Agreement

This subaward may be terminated by Grantor upon thirty (30) days' written notice to Subrecipient. This subaward may be terminated by mutual consent of both Parties executed in writing.

b. Termination for Lack of Funding or Authority

Grantor by written notice to Subrecipient may terminate the whole or any part of this subaward under any of the following conditions:

1. If funding from federal, state, or other sources is not obtained or continued at levels sufficient to allow for purchase of the services in the indicated quantities or term.
2. If federal or state laws or rules are modified or interpreted in a way that the services are no longer allowable or appropriate for purchase under this subaward or are no longer eligible for the funding proposed for payments authorized by this subaward.
3. If any license, permit, or certificate required by law or rule, or by the terms of this subaward, is for any reason denied, revoked, suspended, or not renewed.

Termination of this subaward under this subsection is without prejudice to any obligations or liabilities of either Party already accrued prior to termination.

c. Termination for Cause

Grantor may terminate this subaward effective upon delivery of written notice to Subrecipient, or any later date stated in the notice:

1. If Subrecipient fails to provide services required by this subaward within the time specified or any extension agreed to in writing by Grantor; or
2. If Subrecipient fails to perform any of the other provisions of this subaward, or so fails to pursue the work as to endanger performance of this subaward in accordance with its terms.

The rights and remedies of Grantor provided in this subsection are not exclusive and are in addition to any other rights and remedies provided by law or under this subaward.

3. FORCE MAJEURE

Neither Party shall be held responsible for delay or default caused by fire, riot, terrorism, pandemic (excluding COVID-19), acts of God, or war if the event was not foreseeable through the exercise of reasonable diligence by the affected Party, the event is beyond the Party's reasonable control, and the affected Party gives notice to the other Party promptly upon occurrence of the event causing the delay or default or that is reasonably expected to cause a delay or default. If Subrecipient is the affected Party and does not resume performance within fifteen (15) days or another period agreed between the Parties, then Grantor may seek all available remedies, up to and including termination of this subaward pursuant to its Termination Section, and Grantor shall be entitled to a pro-rata refund of any amounts paid for which the full value has not been realized, including amounts paid toward software subscriptions, maintenance, or licenses.

4. ASSIGNMENTS AND SUBCONTRACTS

Subrecipient may not assign or otherwise transfer or delegate any right or duty without Grantor's express written consent.

Subrecipient may enter into subcontracts provided that any subcontract acknowledges the binding nature of this subaward and incorporates this subaward, including any attachments. Subrecipient is solely responsible for the performance of any subcontractor with whom Subrecipient contracts. Subrecipient does not have authority to contract for or incur obligations on behalf of Grantor.

Subrecipient shall promptly notify Grantor of all potential claims that arise or result from this subaward.

Subrecipient shall also take all reasonable steps to preserve all physical evidence and information under its control that may be relevant to the circumstances surrounding a potential claim, while maintaining public safety, and grants to Grantor the opportunity to review and inspect such evidence, including the scene of the accident.

6. INTEGRATION, MODIFICATION, AND SEVERABILITY

This subaward constitutes the entire agreement between the Subrecipient and Grantor. There are no understandings, agreements, or representations, oral or written, not specified within this subaward. No alteration, amendment, or modification of this subaward is effective unless it is reduced to writing and signed by the Parties.

If any term of this subaward is declared to be illegal or unenforceable by a court having competent jurisdiction to be illegal or unenforceable, the validity of the remaining terms is unaffected and, if possible, the rights and obligations of the Parties are to be construed and enforced as if this subaward did not contain that term.

7. RETENTION OF RECORDS

Financial records, supporting documents, statistical records, and all other non-Federal entity records pertinent to a Federal award must be retained for a period of three (3) years from the date of submission of the final expenditure report. Subrecipient must provide Grantor, the federal government, and their duly authorized representatives access to the books, documents, papers, and records of Subrecipient that are pertinent to the services provided under this subaward.

8. CONTINGENT LIABILITY

During the term of this subaward, and for three years after this subaward expires or is terminated, Subrecipient agrees to reimburse Grantor for any claims submitted by Grantor for federal financial participation in the cost of this subaward to the extent those claims are disallowed by any federal agency for failure on the part of Subrecipient to comply with this subaward or any federal or state statutory or regulatory provisions which govern the source of funding. Grantor agrees to give Subrecipient prompt written notice of any disallowed claims subject to reimbursement by Subrecipient. Any amount disallowed as described is a debt owing to Grantor. Action may be brought by Grantor as allowed by law.

9. LIMITATIONS ON APPROPRIATIONS AND SPENDING AUTHORITY

Continuation of this subaward beyond June 30 of any odd numbered year is contingent on continued legislative appropriation of funds for the purposes of this subaward. If those appropriations are not forthcoming, Grantor will notify Subrecipient as soon as possible and the subaward will terminate on June 30 of that year. Grantor will neither be penalized nor incur any liability because of termination of the subaward.

10. EVALUATION

Grantor shall, throughout the effective dates on the subaward, conduct an ongoing evaluation of Subrecipient's performance in carrying out the Scope of Service in the subaward. Compliance with subaward requirements and assurances will also be monitored. Such evaluation may include periodic site visits by Grantor representatives to review progress made by Subrecipient in accomplishing stated goals and objectives.

SUBRECIPIENT ASSURANCES

11. ASSURANCES

Subrecipient understands in connection with furnishing supplies or performing work under this subaward, persons who contract with or receive funds to provide services to Grantor are obligated and agree to comply with all local, state, and federal laws, regulations and executive orders related to the performance of this subaward including the following:

- a. Fair Labor Standards Act, Equal Pay Act of 1963
- b. Titles VI and VII of the Civil Rights Act of 1964
- c. Age Discrimination Employment Act of 1967
- d. Age Discrimination Act of 1975
- e. Drug-free Workplace Act of 1988
- f. Americans with Disabilities Act of 1990
- g. Section 504 of the Rehabilitation Act of 1973
- h. Executive Order 13043, Increasing Seat Belt Use in the United States

- Page 154
- i. Hatch Act (5 U.S.C. 1501-1508 and 7324-7328)
 - j. Trafficking Victims Protection Act of 2000, as amended (22 U.S.C. 7104(g))
 - k. Build America, Buy America of the Infrastructure Investment and Jobs Act (P.L. 117-58, §§70911-70917)
 - l. Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment (2 CFR 200.216)

12. APPLICABLE COSTS

Unless otherwise authorized by federal law, the charges to be made by Subrecipient do not include costs financed by federal monies other than those generated by this subaward.

13. DEBARMENT/SUSPENSION

By signing this subaward, Subrecipient certifies that neither Subrecipient, Subcontractor, nor their principals, are presently debarred, declared ineligible, or voluntarily excluded from participation in transactions with State or Federal Government by any Department or Agency of the State or Federal Government.

14. RESTRICTIONS FOR LOBBYING

Subrecipient assures that:

- a. No federal funds from this agreement will be paid by for on behalf of Subrecipient, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress in connection with the awarding of any federal contract; the making of any federal subaward, the making of any federal loan, the entering of any cooperative agreement; or the extension, continuation, renewal, amendment, or modification of any Federal contract, subaward, loan, or cooperative agreement. If any subaward funds other than federal funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, subaward, loan or cooperative agreement, Subrecipient agrees to complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
- b. Subrecipient shall require that the language of the Subrecipient Assurances in this subaward be included in the award documents for all subawards at all tiers (including subcontracts, Subawards, and contracts under subawards, loans, and cooperative agreements) and that all subrecipients shall comply with these assurances.
- c. Public Law No.104-208, Section 503 expressly prohibits the use of appropriated funds for indirect or "grass roots" lobbying efforts that are designed to support or defeat legislation pending before state legislatures. No part of any appropriation contained in this Act shall be used, other than for normal and recognized executive-legislative relationships, for publicity or propaganda purposes, for the preparation, distribution, or use of any kit, pamphlet, booklet, publication, radio, television, or video presentation designed to support or defeat legislation pending before the Congress, except in presentation to the Congress or any state legislative body itself.

Governmental entities are prohibited by law from lobbying. Activities designed to influence action in regard to a particular piece of pending state or federal legislation are considered lobbying. That includes lobbying for or against pending legislation, as well as indirect or "grass roots" lobbying efforts that are directed at inducing the public to contact their elected representatives to urge support of, or opposition to, pending legislation.

The North Dakota attorney general has determined that governmental entities may provide the public with neutral factual information but may not, without express legislative authority, expend public funds for the purpose of influencing the result of an election issue, including initiated measures.

No part of any funding may be used to pay the salary or expenses of any subaward or contract recipient, or agent acting for such recipient, related to any activity designed to influence election issues or pending legislation.

15. COMPREHENSIVE PROCUREMENT GUIDELINE FOR PRODUCTS CONTAINING RECOVERED MATERIALS

Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act of 1976 (RCRA), as amended, [42 U.S.C. 6962](#), and Executive Order 12873 requires preference be given in procurement programs to the purchase of specific products containing recycled materials pursuant to the Environmental Protection Agency guidelines (40 CFR Part 247 Subpart B).

16. EQUIPMENT

Subject to the obligations and conditions set forth in 2 CFR, Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, Subpart D, §200.313, title to equipment acquired under a subaward will vest upon acquisition in the Subrecipient.

FEDERAL AUDIT REQUIREMENTS

Subrecipient agrees to keep financial records necessary to fully disclose the complete financial status of the subaward. Subrecipient must submit documentation supporting request for reimbursement for review by Grantor or its agents, upon request. Subrecipient agrees to meet all audit requirements as specified in 2 CFR, Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. Additionally, Subrecipient agrees to spend all federal assistance received from Grantor in accordance with applicable laws and regulations such as but not limited to 2 CFR, Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, which is made a part of this subaward by reference.

18. **NOTICE**

All notice or other communication required under this subaward must be given by registered or certified mail and are complete on the date postmarked when addressed to the Parties at the following addresses. Notice provided under this provision does not meet the notice requirements for monetary claims against the Grantor found at North Dakota Century Code § 32-12.2-04.

SUBRECIPIENT	GRANTOR
<i>Fargo Cass Public Health</i>	L. David Glatt, P.E.
<i>Jenn Faul, Director of Public Health</i>	Director
<i>1240 25th Street South</i>	4201 Normandy Street
<i>Fargo, ND 58103</i>	Bismarck, ND 58503-1324

19. **CERTIFICATION**


By signing this subaward, Subrecipient certifies the following:

- a. The organization/agency has agreed upon the conditions of the subaward applicable to funding received through all subawards issued by the Grantor and will ensure all program managers are aware of and will comply with the requirements.
- b. If the organization/agency expends \$1,000,000 or more in total Federal dollars from all sources during the fiscal year, the audit requirements specified in 2 CFR, Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards will be met and a copy of the Single Audit upon its completion will be submitted to the State.
- c. The person(s) responsible for authorizing, expending or accounting for subaward funding will be provided access to the circulars and subaward requirements as specified in Section 17.
- d. I certify to the best of my knowledge and belief that the information provided herein is true, complete, and accurate. I am aware that the provision of false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil, or administrative consequences including, but not limited to violations of U.S. Code Title 18, Sections 2, 1001, 1343 and Title 31, Sections 3729-3730 and 3801-3812.

Unique Entity ID (SAM)	Federal Taxpayer Identification Number (FEIN) SSN
<i>K2QJQZVH5PM6</i>	<i>EIN: 456002069</i>

20. **EFFECTIVENESS OF CONTRACT**

This subaward is not effective until fully executed by both Parties.

SUBRECIPIENT	STATE OF NORTH DAKOTA
<i>Fargo Cass Public Health</i>	Acting through its Department of Environmental Quality
BY: 	BY:
<i>Jenn Faul</i>	L. David Glatt, P.E.
<i>Director of Public Health</i>	Director
DATE: 06/16/2026	DATE:
<i>City of Fargo</i>	
BY:	
<i>Timothy J. Mahoney</i>	
<i>Mayor, City of Fargo</i>	
DATE:	<i>Attest: Angie Bear, Deputy Auditor</i>



25

MEMORANDUM

TO: BOARD OF CITY COMMISSIONERS

FROM: JENN FAUL / JF
DIRECTOR OF PUBLIC HEALTH

DATE: JUNE 16, 2026

**RE: RURAL HEALTH TRANSFORMATION PROGRAM GRANT
AGREEMENT WITH ND DEPARTMENT OF HEALTH AND
HUMAN SERVICES AND RURAL HEALTH TRANSFORMATION
PROJECT.**
NO: 210-10121 ASSISTANCE LISTING #: 93.798
FUNDS: \$77,474.32
EXPIRES: 10/30/2026

The attached agreement is for a one-time grant that expires on 10/30/2026. These funds will support the Fit & Strong fitness program that helps increase bone density, muscle mass, and decrease fat. As well as improving health outreach utilizing the Mobile Health Unit Van by going out into the counties to provide immunizations, family planning, WIC services, and other education/services.

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

Suggested Motion:

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

JF/lls
Attachment

Rural Health Transformation Program Grant Agreement

The state of North Dakota, acting through its North Dakota Department of Health and Human Services (NDHHS), Rural Health Transformation Project (RHTP) (Grantor), has determined the services identified in the Scope of Service as outlined in Section ten (10) will be provided paragraph below form an appropriate basis for the expenditure of funds allocated to Grantor.

Rural Health Transformation Program (RHTP) is supported by Centers for Medicare & Medicaid Services (CMS) of the U.S. Department of Health and Human Services (U.S. HHS) as part of a financial assistance award totaling \$198,936,969.55 with 100 percent (100%) funded by CMS/U.S. HHS. The contents of this Grant Agreement are those of Grantor and do not necessarily represent the official views of, nor an endorsement, by CMS/U.S. HHS, or the U.S. Government.

Fargo Cass Public Health (FCPH), 225 4th St N, Fargo, ND 58102 proposes to provide the outlined service as listed in section ten (10).

Grantor Procurement Officer

Connie Faulkner
cfaulkner@nd.gov
701-298-4872

Grantor Project Manager

Nicole Benson; Make ND Healthy Again; Manager
ndbenson@nd.gov
(701) 328-9135

Grantee Point(s) of Contact

Jenn Faul
jfaul@fargond.gov
701-241-1380
225 4th St N, Fargo, ND 58102

Grantor and Grantee therefore enter into the following:

Grant Structure and Funding Terms

1. Term of Grant

This Grant runs from June 12, 2026, through October 30, 2026, (the "Term"). This Grant will not automatically renew.

Grantor may extend this Grant for up to four (4) additional 12-month periods beyond the expiration date of this Grant, upon written agreement of the parties.

The Budget Period refers to the timeframe during which contract funds are available to the Grantee for allowable expenditures under this Agreement. Only costs incurred during the Budget Period, and consistent with the approved budget and contract terms, may be charged to this Agreement.

Budget Period: June 12, 2026, through October 30, 2026

The Period of Performance is the timeframe during which project activities will be carried out and completed, including implementation, reporting, and final deliverables

The Period of Performance: June 12, 2026, through October 30, 2026

The Period of Performance may extend beyond the Budget Period to allow for completion of program activities, reporting requirements, or final deliverables. However, no grant funds may be expended outside of the established Budget Period unless explicitly authorized in writing by Grantor Procurement Officer.

2. Grant Award

- a. Grantee is required to utilize the Program Reporting System (PRS) for submission of reimbursement requests and required reporting. Access to the PRS can be found here:

<https://secure.apps.nd.gov/doh/prs/Security/LoginForm/LoginForm?ReturnUrl=%2fdoh%2fprs%2f>. Please refer to Attachments 1 and 2 for detailed instructions on system use and reporting requirements.

- b. Grantee will submit reimbursement requests on a monthly basis and must submit a final request no later than 30 days following the end of the Period of Performance or termination of the Agreement.
- c. The total amount paid under this Grant may not exceed \$77,474.32. Funds will not be paid for services until the services have been provided. Grantee shall submit its request for reimbursement to Grantor monthly. Grantor may not pay Grantee until Grantee signs and returns to Grantor the Certification of the 2 C.F.R. Part 200 Informational Guide, which is made a part of this Grant by its reference here.
- d. Federal award funds must supplement, not replace (supplant) non-federal funds. Grantee shall ensure that federal funds do not supplant funds that have been budgeted for the same purpose through non-federal sources. Grantee may be required to demonstrate and document that a reduction in non-federal resources occurred for reasons other than the receipt of expected federal funds.
- e. All travel costs must comply with the requirements in 2 C.F.R. § 200.475.
- f. The funds appropriated in this Grant may not be used to pay the salary of an individual, through a grant or other extramural mechanism, at a rate in excess of Executive Level II. This salary cap applies to direct salaries. Grantee may pay salaries at a rate higher than the Executive Level II if the amount beyond the U.S. HHS salary cap is paid with non-U.S. HHS funds and paid with Grantee funds. Since the Executive Level II rate and U.S. HHS Appropriations Act citation changes each year, U.S. HHS refers to the most recent information posted on the Office of Personnel Management website.
- g. Anticipated funding at the time this Grant is executed is listed below. The funding source of actual payments and the federal program can be verified by contacting Grantor's Finance Division.

h.

Anticipated Funding:

Source	Dollar Amount
Federal	\$77,474.32
State	\$
Other	\$
Unknown	\$

Assistance Listing Number: 93.798.

Federal Award Identification Number: RHTCMS332043

Federal Award Date: 02/24/2026

Unique Entity ID Number: K2QJQZVH5PM6- City of Fago

This award is not for Research and Development.

3. Grantee's Understanding of Term of Funding

Grantee understands that this Grant is a one-time grant and acknowledges that it has received no assurances that this Grant may be extended beyond its expiration date.

Funds are not presently available for this Grant past its expiration date. Grantor's obligation under this Grant is contingent upon the availability of appropriated funds from which payment for grant purposes can be made. No legal liability on the part of Grantor for any payment may arise past the expiration date of this Grant until funds are made available to Grantor for this Grant, Grantee receives notice of such availability, and an extension is made by written agreement of the parties.

4. Continued Funding

Grantee must demonstrate satisfactory performance during the previous funding cycle(s) to be issued additional year funding; or, in the case of multi-year awards where all funding is issued in the first year, to ensure continued access to funding.

Additionally, as is noted in 2 C.F.R. Part 200, CMS annually conducts a review of risks posed by applicants prior to award (recipients should review the factors in their entirety at 2 C.F.R. § 200.206). At-risk recipients, including those which do not comply with reporting requirements or have outstanding audit findings, may not receive a non-competing continuation award. Alternatively, recipients could receive decreased funding, or their award could be terminated subject to the provisions at 2 C.F.R. § 200.340 if they are non-compliant with the terms and conditions of award.

5. Expenditure Expectations and Future Funding Impact

Full and timely expenditure of awarded RHTP funds is critical to Grantor's ongoing federal funding considerations. Failure by Grantor or Grantee to effectively expend RHTP funds may negatively impact future award levels or funding opportunities.

Grantee is expected to:

- a. Monitor spending monthly.
- b. Identify potential underutilization early.
- c. Notify Grantor of anticipated unspent funds.
- d. Develop corrective spending plans when necessary.

Grantee acknowledges that failure to comply with supplanting, cost allocation, or expenditure requirements may result in corrective action, disallowed costs, repayment, reduction in future funding allocations, or termination of this Grant.

6. Prohibited Uses of Grant Funds

The following list contains costs that are unallowable for all CMS programs, including this Grant:

- a. Pre-award costs.
- b. Meeting matching requirements for any other federal funds or local entities.

- c. Services, equipment, or supports that are the legal responsibility of another party under federal, state, or tribal law such as vocational rehabilitation or education services. Such legal responsibilities include, but are not limited to, modifications of a workplace or other reasonable accommodation that are a specific obligation of the employer or other party.
- d. Goods or services not allocable to the approved project.
- e. Supplanting existing state, local, tribal, or private funding of infrastructure or services, such as staff salaries.
- f. Construction.
- g. Capital expenditures for improvements to land, buildings, or equipment that materially increase their value or useful life as a direct cost except with the prior written approval.
- h. The cost of independent research and development, including their proportionate share of indirect costs in accordance with 2 C.F.R. § 300.477.
- i. Profit to any recipient even if the recipient is a for-profit organization. Profit is any amount in excess of allowable direct and indirect costs.
- j. Funds related to any activity designed to influence the enactment of legislation, appropriations, regulation, administrative action, or executive order proposed or pending before the Congress or any state government, state legislature or local legislature or legislative body. See also 45 C.F.R. Part 93, 2 C.F.R. § 200.450, and applicable appropriations laws.
- k. Other than for normal and recognized executive-legislative relationships or participation by an agency or officer of a state, local, or tribal government in policymaking and administrative processes within the executive branch of that government, funding awarded under this Grant may not be used for:
 - 1) Paying the salary or expenses of any grant recipient, or agent acting for such recipient, related to any activity designed to influence the enactment of legislation, appropriations, regulation,

administrative action, or executive order proposed or pending before the Congress or any state government, state legislature, or local legislature or legislative body.

- 2) Lobbying, but recipients can lobby at their own expense if they can segregate federal funds from other financial resources used for lobbying.
 - 3) Certain telecommunications and video surveillance equipment. See 2 C.F.R. § 200.216.
- l. Costs of promotional items and memorabilia, including models, gifts, and souvenirs.
 - m. Costs of advertising and public relations designed solely to promote the non-federal entity.
 - n. Meals unless in limited circumstances such as:
 - 1) Subjects and patients under study;
 - 2) Where specifically approved as part of the project or program activity (not recipient specific), e.g., in programs providing children's services; and
 - 3) As part of a per diem or subsistence allowance provided in conjunction with allowable travel. For guidance on some types of costs that are restricted or not allowed, see 2 C.F.R. Part 200.

7. Stevens Amendment

- a. When issuing statements, press releases, publications, requests for proposals, bid solicitations, and other documents – such as toolkits, resource guides, websites, and presentations – describing the projects or programs funded in whole or in part with U.S. HHS funds, Grantee must clearly state:
 - 1) the percentage and dollar amount of the total costs of the program or project funded with federal money; and
 - 2) the percentage and dollar amount of the total costs of the project or program funded by non-governmental sources.

b. Acknowledgement of Support

When issuing statements resulting from activities supported by U.S. HHS financial assistance, Grantee must include an acknowledgement of federal assistance using one of the following or a similar statement (see immediately below).

- 1) If this Grant is NOT funded with other non-governmental sources:

This project is supported by the Centers for Medicare & Medicaid Services (CMS) of the U.S. Department of Health and Human Services (HHS) as part of a financial assistance award totaling \$77,474.32 100% percent funded by CMS/HHS. The contents are those of the author(s) and do not necessarily represent the official views of, nor an endorsement, by CMS/HHS, or the U.S. Government.

c. Review by Grantor. Grantee shall submit the following to the Grantor Procurement Officer for review and comment:

- 1) At least 30 days prior to its release:
 - a) Publications that report results from or describe information obtained through this Grant.
 - b) Any external formal presentation of any report or statistical or analytical material based on information obtained through this Grant. Formal presentations include papers, articles, professional publication, speeches, and testimony.
 - c) External presentation-related materials, such as abstracts, power point presentations or other slide decks, posters, and videos.
 - d) All public materials specific to the program including, brochures, recruitment materials, informational materials, advertisements, website copy, website pages, videos, and op-ed articles.
- 2) At least 7 days prior to release:

- a) Any press release or media advisory concerning the outcome of activities supported through this Grant.
 - b) All media interviews, media requests, releases of information, filming, and broadcasts.
- 3) For 1 year after completion of the project, Grantee shall continue to submit for review and comment all publications, presentations, and communications resulting from this Grant or based on information obtained through this Grant, including papers, articles, professional publications, power point presentations, posters, speeches, announcements, and testimony in any format, including digital technology.
 - 4) It is the policy of U.S. HHS that Grantee must communicate to Grantor how the dollar amounts and funding percentages are calculated, including whether indirect costs have been incorporated. Grantee must submit this information to Grantor for review and comment for each applicable type of result/accomplishment according to the same timeline schedule outlined above.
 - 5) Specifically excluded from the review and comment process are internal presentations, information discussions, in general, class lectures, and informal meetings and conversations with community leaders. However, if such a presentation or slide deck is later re-purposed for a public event, it must be submitted in advance for Grantor review.
 - 6) One copy of each publication resulting from work performed under any project supported by this Grant must accompany the final progress report.

8. Grantee Assurances

Grantee shall comply with the assurances set forth in the Grantee Assurances found in Attachment A, which is incorporated herewith.

9. Termination

- a. Termination by Mutual Agreement or Notice

This Grant may be terminated at any time by mutual consent of both parties executed in writing, or upon 30-days' written notice by either party.

If Grantee terminates this Grant prior to the end of the Term, it must include in its written notice (both hard copy and via email) to the Grantor Procurement Officer and Grantor Project Manager a letter signed by the Grantee and submitted as an amendment. Grantor and CMS will not be liable for any close-out costs that are borne by Grantee as a result of termination under this subsection. Grantee has three (3) days to return all unused grant funds after effective date of termination.

b. Termination for Lack of Funding or Authority

Grantor may terminate the whole or any part of this Grant, effective upon delivery of written notice to Grantee or on any later date stated in the notice, under any of the following conditions:

- 1) If funding from federal, state, or other sources is not obtained and continued at levels sufficient to allow for purchase of the services or supplies in the indicated quantities or for the indicated term. The Grant may be modified by mutual consent of the parties in writing to accommodate a reduction in funds.
- 2) If federal or state laws or rules are modified or interpreted in a way that the services or supplies are no longer allowable or appropriate for purchase under this Grant or are no longer eligible for the funding proposed for payments authorized by this Grant.
- 3) If any license, permit, or certificate required by law or rule, or by the terms of this Grant, is for any reason denied, revoked, suspended, or not renewed.

Termination of this Grant under this subsection is without prejudice to any obligations or liabilities of either party already accrued prior to termination.

c. Termination for Cause

Grantor may terminate this Grant effective upon delivery of written notice to Grantee, or any later date stated in the notice:

- 1) If Grantee fails to provide services or obtain supplies required by this Grant within the time specified or within any extension agreed to by Grantor; or
- 2) If Grantee fails to perform any of the other provisions of this Grant or so fails to pursue the work in a way that endangers performance of this Grant in accordance with its terms.

The rights and remedies of Grantor provided in this section are not exclusive and are in addition to any other rights and remedies provided by law or under this Grant.

Scope of Work and Performance Obligations

10. Scope of Service

Grantee shall:

1. FCPH goal is to improve their people through a well-rounded program by utilizing different functionalities. The first being fitness. We will teach evidence-based fitness class, Fit & Strong, to adults who have osteoarthritis, (track participants, increase in bone density, muscle mass, and decrease fat by using the in-body scale requested. The second is improving health outreach by utilizing the Mobile Health Unit throughout Cass County - track clients served in MHU by program. This would include offering immunizations and family planning in the rural areas.

2. We will be able to track the immunizations and family planning assistance by number of patients and in which areas we were completing the outreach. We will count the number of WIC clients enrolled and recertified with replaced equipment. We will also be tracking the locations we are visiting.

Method of Accountability: Jenn Faul, Director of Fargo Cass Public Health will have the identified metrics reported monthly for verification of FCPH performance.

Grantee and Grantor shall identify outcome measures relating to services provided by Grantee. Grantee shall provide outcome measure reports to Grantor as required by Grantor.

11. Nonperformance

a. Notification of Risks or Problems

Grantee shall immediately, within 24 hours, upon discovery notify the Grantor Procurement Officer and Grantor Project Manager in writing of any significant problems or risks relating to the administrative, financial, and programmatic aspects of the award.

- 1) Significant problems include, but are not limited to, adverse findings pursuant to the terms of this Grant, Grantee's duty to track all subcontractors to this Grant, or issues or barriers that may cause Grantee to miss milestones described in Grant.
- 2) Grantor may elect to allow Grantee an opportunity to take appropriate remedies which may include the Grantee accepting specific award conditions, technical assistance, and/or adhering to a non-compliance action plan within a timeframe and manner determined by Grantor.
- 3) If Grantee fails to meet the terms of any non-compliance action plan within the designated timeframe, Grantor may terminate this Grant.
- 4) If Grantee's actions endanger the public health and welfare, in the sole opinion of Grantor, Grantor may immediately terminate this Grant without the opportunity for corrective action.
- 5) In the event of a conflict between the terms of this section and applicable federal regulations, federal regulations shall prevail.

b. Remediation Actions

Grantee must remedy noncompliance within 90 days after being notified by Grantor. Remediation may include submission of a non-compliance action plan detailing its plan to resolve the non-compliance. If Grantee does not remedy noncompliance, Grantor may recover past payments and withhold further payments of both workload and baseline funding. If Grantor withholds or recovers funding, Grantor may withhold or recover amounts as follows:

- 1) For violations that affect Grantee's technical score: Proportional to the incremental award funds granted based on the technical score points Grantee was previously awarded. This means that Grantor may recalculate workload funding based on a Grantee's updated technical score and withhold or recover funding accordingly.
- 2) For violations that do not directly affect Grantee's technical score: Assessed on a case-by-case basis. All prior and future payments may become eligible for withholding and/or recovery.

As required by Public Law 119-21, any amounts withheld or recovered shall be returned to the Treasury of the United States.

c. Failure to Perform

Failure by Grantee to perform the terms of this Grant constitutes a breach of contract and may result in the termination of the Grant. If a breach by Grantee renders the Grant impossible to perform by Grantee and is caused by circumstances beyond the control of Grantee, and through no fault of Grantee, the Grant will be terminated and Grantor may set off, against any liability or obligations owed to Grantee under this Grant or otherwise, any amounts paid for individual items of work which are incomplete at the time of the breach.

12. Project and Data Integrity

Grantee must protect the confidentiality of all project-related information that includes personally identifying information. Grantee must assume responsibility for the accuracy and completeness of the information contained in all technical documents and reports submitted. Grantor shall not direct the interpretation of the data used in preparing these documents or reports. At any phase in the project, including the project's conclusion, Grantee, if requested by Grantor, must deliver to Grantor materials, systems, or other items used, developed, refined or enhanced in the course of, or under this Grant. Grantee agrees that Grantor or CMS must have a royalty-free, nonexclusive and irrevocable license to reproduce, publish, or otherwise use and authorize others to use the items for federal government purposes. See also 2 C.F.R. § 200.315(b).

13. Fraud, Waste, and Abuse

The U.S. HHS Office of the Inspector General (OIG) maintains a toll-free number (1-800-HHS-TIPS [1-800-447-8477]) for receiving information concerning fraud, waste, or abuse under grants and cooperative agreements as well as the U.S. HHS OIG website. Information may also be submitted by email or by mail to:

Office of the Inspector General
U.S. Department of Health & Human Services
Attn: HOTLINE 330 Independence Ave., SW
Washington, DC 20201

Such reports are treated as sensitive material, and submitters may decline to give their names if they choose to remain anonymous.

14. Mandatory Disclosures

Consistent with 2 C.F.R. § 200.113, Grantor must promptly disclose, in writing, to CMS with a copy to the U.S. HHS OIG, all information related to violations of federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the federal award. Additionally, subrecipients must promptly disclose, in a timely manner, in writing to the Grantor Procurement Officer and the U.S. HHS OIG, all information related to violations of federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the federal award. Disclosures must be sent in writing to CMS and to the U.S. HHS OIG at the following addresses:

U.S. Department of Health & Human Services
Centers for Medicare & Medicaid Services
Office of Acquisition and Grants Management
Attn: Director, Division of Grants Management, Mandatory Grant
Disclosures
7500 Security Blvd, Mail Stop B3-30-03
Baltimore, MD 21244-1850

Materials must also be scanned and emailed to your Grants Management Specialist.

And

U.S. Department of Health & Human Services
Office of Inspector General
ATTN: Mandatory Grant Disclosures, Intake Coordinator
330 Independence Avenue, SW, Cohen Building
Room 5527
Washington, DC 20201
Fax: (202) 205-0604 (Include "Mandatory Grant Disclosures" in subject line) or
Email: MandatoryGranteeDisclosures@oig.hhs.gov

Failure to make required disclosures can result in any of the remedies described in 2 C.F.R. § 200.339, including suspension or debarment (See 2 C.F.R. Part 180; 2 CFR Part 376; and 31 U.S.C. § 3321).

The recipient must include this mandatory disclosure requirement in all subawards and contracts under this award.

Financial Management

15. Cost Principles

Grantee and its subrecipients must comply with the cost principles set forth in U.S. HHS regulations at 2 C.F.R. Part 200, Subpart E. Grantee and its subrecipients must also use these principles as a guide in pricing fixed-price contracts and subcontracts when costs are used in determining the appropriate price. Hospitals must follow Appendix IX to 2 C.F.R. Part 300.

For-profit recipients are subject to 48 C.F.R. Subpart 31.2. For more detailed information on applicability and exemptions, refer to 2 C.F.R. § 200.401.

Guidelines for determining direct and indirect (F&A) costs charged to federal awards are provided in 2 C.F.R. Part 200, Subpart E, §§ 200.412 – 200.419. Requirements for development and submission of indirect (F&A) cost rate proposals and cost allocation plans are contained in 2 C.F.R. Part 200, Appendices III & IX.

For-profit entities which receive the preponderance of their federal awards from U.S. HHS may contact the Division of Financial Advisory Services (DFAS), Indirect Cost Branch, to negotiate an indirect cost rate.

Otherwise, for-profit organizations are limited to the 15% de minimis rate in accordance with 2 C.F.R. § 200.414(f).

16. Direct and Indirect Rates

The terms of this Grant provide for an indirect rate. This rate is limited to the rate negotiated for the time frame the direct expenditures were incurred. Grantee may claim such direct and indirect costs provided they are consistent with the 2 C.F.R. Part 200 Informational Guide.

17. Financial Reporting

Grantee must record expenses in real-time as well as submit quarterly, semi-annual, or annual expenditure reports.

- a. Quarterly and semi-annual expenditure reports are due no later than 10 days following the applicable period.
- b. Annual expenditure Federal Financial Reports are due no later than 30 days following the applicable budget period end date or 12-month period for multi-year budget periods.
- c. Final reports are due no later than 90 days following the period of performance end date.
 - 1) The final report must show cumulative expenditures under this Grant and any unobligated balance of federal funds and as appropriate.
 - 2) Additionally, Grantee must liquidate all obligations incurred under the award not later than 90 days after the end of the period of performance.

This deadline may be extended with prior written approval from the Grantor Procurement Officer.

18. Audit Responsibility and Expense Allowability

For a period of five (5) years after the completion of the Term of this Grant, Grantee agrees to keep financial records necessary to fully disclose the complete financial status of the Grant. Grantee must submit documentation supporting requests for reimbursement for review by Grantor or its agents, upon request. If Grantee has expended federal

funds (when considering all sources) during Grantee's fiscal year at the amount specified in 2 C.F.R. Part 200 Uniform Grant Guidance, which is made a part of this Grant by reference here, that the federal regulations must be followed pursuant to the Single Audit Act of 1984, Public Law 98-502, and the Single Audit Act Amendments of 1996, Public Law 104-156.

Additionally, Grantee agrees to spend all assistance received from Grantor in accordance with applicable laws and regulations from the 2 C.F.R. Part 200 Informational Guide.

19. **Audit Reporting (see 2 C.F.R. § 200.501)**

A non-federal entity that expends \$1,000,000 or more during the non-federal entity's fiscal year in federal awards must have a single or program-specific audit conducted for that year and submit an audit reporting package to the Federal Audit Clearinghouse (FAC). U.S. HHS grant awarding agencies are required to ensure that single or program-specific audits are completed and reported by recipients within nine months after the end of the audit period (recipient FY end date).

For questions and information concerning the FAC submission process, please contact the FAC (entity which assists federal cognizant and oversight agencies in obtaining audit data and reporting packages) at 888-222-9907.

For-profits including for-profit hospitals should consult 2 C.F.R. § 300.218 for limitations on profit and program income. Audits for for-profit organizations with U.S. HHS programs must be sent to:

- a. the U.S. HHS Audit Resolution Division (ARD) via email at For-Profit_Audit@hhs.gov
- b. copy to: Grantor Procurement Officer
- c. All for-profit organization audit submission questions should be sent to ARD via email at AuditResolution@hhs.gov.

Do not send audits for organizations (for-profits) to the FAC.

20. Monitoring, Reporting, and Access to Information

At any time during the term of this Grant and for a period of five (5) years thereafter, Grantor may request and receive updates regarding the status of this Grant, the use of funds provided under this Grant, and the acquisition, use, condition, and disposition of any equipment purchased in whole or in part with funds issued under this Grant.

Upon request, Grantee shall provide timely written reports, documentation, records, and other information necessary to verify compliance with the terms of this Grant. Such documentation may include:

- a. Proof of purchase and payment records
- b. Inventory records and asset tagging documentation
- c. Location and condition of equipment
- d. Maintenance and usage logs
- e. Financial records related to funded expenditures
- f. Status updates on performance of agreement deliverables

Upon reasonable notice, Grantor may conduct site visits, inspections, or audits to verify compliance. Grantee shall provide access to facilities, personnel, records, and equipment as reasonably necessary for such review.

21. Retention of Records

Grantee agrees to retain records for at least three years, unless longer retention is required by 2 C.F.R. § 200.334, following submission of final financial report of this Grant or, if subject to audit, from the date the audit is completed and closed, whichever occurs later. Program records must be maintained for a period of six years or until an audit is completed and closed, whichever occurs later. All records, regardless of physical form, and the accounting practices and procedures of Grantee relevant to this Grant are subject to examination by the North Dakota State Auditor, the Auditor's designee, Grantor Contract Monitoring, U.S. HHS, CMS, Inspector General, Comptroller General, or federal auditors and Grantee must be able to provide them at any reasonable time. Grantor, State

Auditor, Auditor's designee, or Grantor Contract Monitoring shall provide reasonable notice.

22. Contingent Liability

During the term of this Grant, and for three (3) years after this Grant expires or is terminated, Grantee agrees to reimburse Grantor for any claims submitted by Grantor for financial participation in the cost of this Grant to the extent those claims are disallowed by any agency for failure on the part of Grantee to comply with this Grant or any federal or state statutory or regulatory provisions which govern the source of funding. Grantor agrees to give Grantee prompt written notice of any disallowed claims subject to reimbursement by Grantee. Any amount disallowed as described is a debt owing to Grantor. Action may be brought by Grantor as allowed by law.

23. Disposition of Federally Owned Property, Equipment, and Residual Unused Supplies

Upon completion (or early termination) of a project, Grantee must take appropriate disposition actions related to federally owned property, equipment, and residual unused supplies.

Grantee must complete and submit the SF-428 Cover Letter and the SF-428-B Tangible Personal Property Report, Final Report. The Tangible Personal Property Report (SF-428) is a standard form to be used by awarding agencies to collect information related to tangible personal property when required by a federal financial assistance award. This form:

- a. Allows Grantee to request specific disposition of federally owned property and acquired equipment.
- b. Provides a means for calculating and transmitting appropriate compensation to Grantor and CMS for residual unused supplies.

If Grantee is in possession of federally owned property or acquired equipment (defined as nonexpendable personal property with an acquisition cost of \$10,000 or more under the award), Grantee must also submit a SF-428-S, Supplemental Sheet, that lists and reports on all federally owned or acquired equipment under this Grant. If there is no

tangible personal property to report, select “d.” in section 1 of the SF-428-B and indicate “none of the above.” Grantee must request specific disposition instructions from Grantor if Grantee has federally owned property. Otherwise, disposition instructions are codified at 2 C.F.R. §§ 200.313 and 200.314.

Compliance and Regulatory Requirements

24. Human Subjects Protection

If applicable to Grantee’s program, Grantee bears ultimate responsibility for protecting human subjects under the award, including human subjects at all sites, and for ensuring that a federal-wide assurance (FWA) approved by the Office for Human Research Protections (OHRP) and certification of Institutional Review Board (IRB) review and approval have been obtained before human subjects research can be conducted at each collaborating site.

Grantee may not draw funds from Grantor, request funds from the paying office, or make obligations against federal funds for research involving human subjects at any site engaged in nonexempt research for any period not covered by both an OHRP-approved assurance and IRB approval consistent with 45 C.F.R. Part 46. Costs associated with IRB review of human research protocols are not allowable as direct charges under grants and cooperative agreements unless such costs are not covered by the organization’s indirect cost rate.

Grantor and U.S. HHS require Grantee and others involved in grant/cooperative agreement-supported research to take appropriate actions to protect the confidentiality of information about and the privacy of individuals participating in the research. Grantor, subrecipients, Investigators, IRBs, and other appropriate entities must ensure that policies and procedures are in place to protect identifying information and must oversee compliance with those policies and procedures.

25. Employee Whistleblower Protections

Federal law mandates that all federal contractors, subcontractors, recipients, subrecipients, or personal services contractors, must inform

their employees in writing of the rights and remedies provided under this section, in the predominant native language of the workforce.

26. Nondiscrimination – Compliance with Laws

Grantee shall comply with all applicable federal and state laws, rules, and policies, including those relating to nondiscrimination, accessibility and civil rights. (See N.D.C.C. Title 34 – Labor and Employment, specifically N.D.C.C. ch. 34-06.1 Equal Pay for Men and Women.)

Grantee shall timely file all required reports, make required payroll deductions, and timely pay all taxes and premiums owed, including sales and use taxes, unemployment compensation, and workers' compensation premiums. Grantee also shall have and keep current at all times during the term of this Grant all licenses and permits required by law.

Grantee is prohibited from boycotting Israel for the duration of this Grant. (See N.D.C.C § 54-44.4-15.) Grantee represents that it does not and will not engage in a boycotting Israel during the term of this Grant. If Grantor receives evidence that Grantee boycotts Israel, State shall determine whether the company boycotts Israel. The foregoing does not apply to contracts with a total value of less than \$100,000 or if Grantee has fewer than ten full-time employees.

Grantee's failure to comply with this section may be deemed a material breach by Grantee entitling Grantor to terminate in accordance with the Termination for Cause section of this Grant.

27. Privacy and Security of Health Information and Substance Use Disorder Information

Grantee shall put all appropriate regulatory, administrative, technical, and physical safeguards in place before applicable program activities begin to protect the privacy and security of individually identifiable health information and substance use disorder treatment. In doing so, regardless of whether it is a covered entity (CE) or business associate (BA) as those terms are defined under the HIPAA Privacy Rule, or a Qualified Service Organization (QSO) as defined under 42 U.S.C. § 290dd-2 and 42 C.F.R. Part 2, (collectively "Part 2"), the federal law and regulations governing the confidentiality of substance use disorder treatment information, Grantee shall ensure its own and its subrecipients' and contractors' policies and

procedures are at least as stringent (i.e., protective of privacy) as those governing the use and disclosure of protected health information by HIPAA CEs and their BAs under 45 C.F.R. Part 160 and 45 C.F.R. Part 164, and the use of disclosure of substance use disorder treatment information by QSOs under Part 2. Grantee and its subrecipients should consult with their own counsel and refer to the HIPAA and Part 2 guidance materials for further information about the requirements in 45 C.F.R. Parts 160 and 164, and Part 2.

28. System of Award Management (SAM) and Universal Entity Identifier (UEI) Requirements

This Grant is subject to the requirements of 2 C.F.R. Part 25, Appendix A, which is specifically incorporated herein by reference. Grantee must maintain current information in SAM, at all times when an award is active or if there is an application pending review. Grantee must review and update the information at least once a year after the initial registration to remain active, and more frequently if required by changes in the information. This requirement flows down to subrecipients and contractors under awards or subawards.

As part of its SAM registration and renewal process, Grantee must also complete or update its Responsibility/Qualification (R/Q) reporting to reflect information about its civil, criminal, or administrative proceedings. Grantee must answer "Yes" to question #1 (shown below) of the Proceedings question in SAM.gov to view and answer all relevant questions.

- Is your business or organization, as represented by the Unique Entity ID on this entity registration, responding to a federal procurement opportunity that contains the provision at FAR 52.209-7, subject to the clause in FAR 52.209-9 in a current federal contract, or applying for a federal grant opportunity which contains the award term and condition described in 2 C.F.R. Part 200, Appendix XII?

29. Subrecipient Pass-Through Requirements

If approved by Grantor, Grantee may provide a portion of the direct award to other organizations, called subrecipients, to accomplish the goals and objectives of this Grant. In this case, Grantee becomes a pass-through

entity and the subrecipient's award is called a subaward. As a recipient, Grantee must ensure the applicable general terms and conditions stated in this Grant flow down to subrecipients. Grantee is completely legally and financially responsible for all aspects of this Grant, including funds provided to subrecipients, in accordance with 2 C.F.R. §§ 200.331 – 200.333.

30. Affirmative Duty to Track All Parties to the Award

Grantee must at a minimum regularly track all subrecipients, including subrecipient key personnel and subcontractors in SAM.gov.

As provided in 2 C.F.R. Part 180 and implemented at 2 C.F.R. Part 376, Grantee must check SAM.gov as follows to ensure that it does not make a subaward to an entity that is debarred, suspended, or ineligible:

- a. For all first-tier subawards regardless of potential value. Agencies must also require first-tier subrecipients and lower-tier subrecipients to check SAM.gov and
- b. For all first-tier procurement contracts with a value of \$30,000 or more and all lower tiers of subcontracts under covered non-procurement transactions (2 C.F.R. § 376.220).

The purpose of this affirmative duty is to track all parties that include health care, commercial, non-profit, and other people and entities for Grantee to report immediately to Grantor and CMS those that cannot participate in federal programs or receive federal funds. Grantee cannot have any persons or entities on this Grant that cannot participate in federal programs or receive federal funds. If any of these systems are not publicly available, then Grantee must comply with the purpose and intent of this requirement using a process that meets at least the level of scrutiny provided by these databases.

Grantee shall provide the Grantor Procurement Officer and Grantor Project Manager with the National Provider Identifier (NPI), Tax ID, and EIN, as applicable, of all Key Personnel and/or entities to this Grant that may include subrecipients. This list shall be provided to Grantor within 30 days from the start of this Grant and must be maintained in real time throughout the Term of this Grant.

Ownership and Use

31. Work Product - Intangible

Grantee acknowledges that works created under this Grant are subject to applicable federal laws and regulations governing intangible property, including 2 CFR Part 200.315.

Ownership of work product developed under this Grant shall be as follows:

- a. Work products conceived, developed, or created solely by Grantor shall be owned by Grantor. Work product conceived, developed, or created solely by Grantee shall be owned by Grantee. Work products jointly conceived, developed, or created by Grantor and Grantee shall be jointly owned by the parties.
- b. During the term and upon expiration or termination of this Grant, the parties shall cooperate in good faith to provide access to work product as necessary to comply with applicable reporting and closeout requirements.

32. Use of Data and Work Products (Reporting)

At any phase of the project, including the project's conclusion, Grantee, if so, requested by Grantor, must submit copies of analytic data file(s) with appropriate documentation, representing the data developed/used in end-product analyses generated under the award.

- a. The analytic file(s) may include primary data collected, acquired or generated under this Grant and/or data furnished by CMS.
- b. The content, format, documentation, and schedule for production of the data file(s) will be agreed upon by Grantor Procurement Officer.
- c. The negotiated format(s) could include both file(s) that would be limited to Grantor or CMS's internal use and file(s) that Grantor or CMS could make available to the general public.
- d. All data provided by CMS will be used for the research described in this Grant only and in connection with the Grantee's performance of its obligations and rights under this Grant. Grantee has an obligation to collect and secure data for future monitoring by Grantor or CMS. Grantee will return any data provided by Grantor or CMS or copies of data at the

conclusion of the project. All proprietary information and technology of Grantee are and shall remain the sole property of the Grantee.

e. If Grantor or CMS determines through Grantee's research that a significant new finding has been developed, Grantor will communicate it to CMS before formal dissemination to the general public. Grantee shall notify Grantor of research conducted for publication.

33. Patents and Inventions

In accordance with 2 C.F.R. § 200.448, Grantee is subject to applicable regulations governing patents and inventions, including government-wide regulations issued by the Department of Commerce at 37 C.F.R. Part 401. If applicable, Grantee must report any inventions on an annual basis using the non-competing continuation application or annual progress report for multi-year budget periods.

a. Final Invention Statement and Certification (Form HHS 568) must be completed and submitted to Grantor Procurement Officer within 120 days following the expiration or termination of this Grant.

1. The Statement must include all inventions which were conceived or first actually reduced to practice under this Grant, from the original effective date of support through the date of completion or termination.

2. The Statement shall include any inventions reported previously for this Grant as part of a non-competing continuation application or annual progress report.

3. Grantee must also provide details about all inventions that have been licensed but not patented and include details on income resulting from U.S. HHS-funded inventions and patents.

Unpatented research products or resources—research tools—may be made available through licensing to vendors or other investigators. Income earned from any resulting fees must be treated as program income. This reporting requirement is applicable to grants and cooperative agreements issued by the U.S. HHS in support of research and research-related activities. For further guidance, please see the U.S. HHS Grant Policy Statement: Patents and Inventions and Invention Reporting.

34. Equipment and Supplies

All equipment and supplies purchased under this Grant shall be subject to applicable federal and state laws and regulations, including 2 CFR Parts 200.313-14 and shall be disposed of per section titled Disposition of Federally Owned Property, Equipment, and Residual Unused Supplies of this Grant. Unless otherwise required by such laws, title shall vest in Grantee.

Confidentiality, Cybersecurity, and Information Controls

35. Confidential Information

Grantee shall not use or disclose any information it receives from Grantor under this Grant that Grantor has previously identified as confidential or exempt from mandatory public disclosure except as necessary to carry out the purposes of this Grant, as authorized in advance by Grantor, or to the extent necessary to comply with a court order. Grantor shall not disclose any information it receives from Grantee that Grantee has previously identified as confidential and that Grantor determines, in its sole discretion, is protected from mandatory public disclosure under a specific exception to the North Dakota open records law found in N.D.C.C. § 44-04-18. The duty of Grantor and Grantee to maintain confidentiality of information under this section continues beyond the term of this Grant, including any extensions or renewals.

36. Compliance with Public Records Laws

Grantee understands that, except for disclosures prohibited in this Grant, Grantor must disclose to the public upon request any records it receives from Grantee. Grantee further understands that any records obtained or generated by Grantee under this Grant, except for records that are confidential under this Grant, may be open to the public upon request under certain circumstances under the North Dakota open records law. Grantee agrees to contact Grantor immediately upon receiving a request for information under the open records law and, to the extent permitted by law, to comply with Grantor's instructions on how to respond to the request.

37. Cybersecurity

Grantee must create a cybersecurity plan if Grantee's project involves both of the following conditions:

- a. Grantee will have ongoing access to Grantor or U.S. HHS information or technology systems.
- b. Grantee handles personal identifiable information (PII) or personal health information (PHI) from Grantor or U.S. HHS.

Insurance, Liability, and Risk Allocation

38. Indemnity

Grantee agrees to defend, indemnify, and hold harmless the state of North Dakota, its agencies, officers, and employees (State), from and against claims based on the vicarious liability of the State or its agents, but not against claims based on the State's contributory negligence, comparative and/or contributory negligence or fault, sole negligence, or intentional misconduct. The legal defense provided by Grantee to the State under this provision must be free of any conflicts of interest, even if retention of separate legal counsel for the State is necessary. Any attorney appointed to represent the State 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. § 54-12-08. Grantee also agrees to reimburse the State for all costs, expenses, and attorneys' fees incurred if the State prevails in an action against Grantee in establishing and litigating the indemnification coverage provided herein. This obligation shall continue after the termination of this Grant.

39. Insurance

- a. Grantee shall provide certificate of insurance and any endorsements to Grantor electronically to:

Name: Connie Faulkner

Email Address: cfaulkner@nd.gov

Email Subject Line: Certificate of Insurance – 210-10121

- b. Grantee shall secure and keep in force during the term of this Grant and Grantee shall require all subcontractors, prior to commencement

of an agreement between Grantee and the subcontractor, to secure and keep in force during the term of this Grant, 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, including premises or operations, contractual, and products or completed operations coverages (if applicable), with minimum liability limits of \$2,000,000 per occurrence.
 - 2) Automobile liability, including Owned (if any), Hired, and Non-Owned automobiles, with minimum liability limits of \$500,000 per person and \$2,000,000 per occurrence.
- c. The insurance coverages listed above must meet the following additional requirements:
- 1) Any deductible or self-insured retention amount or other similar obligation under the policies shall be the sole responsibility of Grantee.
 - 2) This insurance may be in policy or policies of insurance, primary and excess, including the so-called umbrella or catastrophe form and must be placed with insurers rated "A-" or better by A.M. Best Company, Inc., provided any excess policy follows form for coverage. Less than an "A-" rating must be approved by the State. The policies shall be in form and terms approved by the State.
 - 3) The duty to defend, indemnify, and hold harmless the State under this Grant shall not be limited by the insurance required in this Grant.
 - 4) The state of North Dakota and its agencies, officers, and employees (State) shall be endorsed on the commercial general liability policy on a primary and noncontributory basis, including any excess policies (to the extent applicable), as additional insured. The State 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 Grant or by the contractual indemnity obligations of Grantee.

- 5) A "Waiver of Subrogation" waiving any right to recover the insurance company may have against the State.
- 6) Grantee shall furnish a certificate of insurance to the undersigned State representative prior to commencement of this Grant. All endorsements shall be provided as soon as practicable.
- 7) Failure to provide insurance as required in this Grant is a material breach of contract entitling State to terminate this Grant immediately.
- 8) Grantee shall provide at least 30 days' notice of any cancellation or material change to the policies or endorsements. Grantee shall provide, on an ongoing basis, current certificates of insurance during the term of the Grant. A renewal certificate will be provided 10 days prior to coverage expiration. An updated, current certificate of insurance shall be provided in the event of any change to a policy.

40. Force Majeure

Neither party may be held responsible for delay or default caused by fire, flood, riot, terrorism, pandemics, acts of God, or war if the event is beyond the party's reasonable control, and the affected party gives notice to the other party immediately upon occurrence of the event that caused, or is reasonably expected to cause, the delay or default.

41. Bankruptcy

If Grantee or one of its subrecipients enters bankruptcy proceedings, whether voluntary or involuntary, Grantee agrees to provide written notice of the bankruptcy to the Grantor Procurement Officer and Grantor Project Manager within five (5) days of initiation of the proceedings. This notice shall include the date on which the bankruptcy petition was filed, the identity of the court in which the bankruptcy petition was filed, a copy of any and all of the legal pleadings, and a listing of Government grant and cooperative agreement numbers and grant offices for all Government grants and cooperative agreements against which final payment has not been made.

Contract Administration and Legal Terms

42. Authority to Contract

Grantee may subcontract with qualified providers of services, provided that any subcontract acknowledges the binding nature of this Grant, and incorporates the applicable general terms and conditions stated in this Grant, together with its attachments as appropriate. Grantee is solely responsible for the performance of any subcontractor. Grantee may not contract for or on behalf of or incur obligations on behalf of Grantor. Grantee may not assign or otherwise transfer or delegate any right or duty without Grantor's express written consent.

43. Independent Entity

Grantee is an independent entity under this Grant. Grantee, its employees, agents, or representatives are not employees of Grantor for any purpose, including the application of the Social Security Act, the Fair Labor Standards Act, the Federal Insurance Contribution Act, the Federal Unemployment Act, the North Dakota Unemployment Compensation Law, and the North Dakota Workforce Safety and Insurance Act. No part of this Grant may be construed to represent the creation of an employer/employee relationship or independent contractor relationship between Grantor and Grantee. Grantee retains sole and absolute discretion in the manner and means of carrying out Grantee's activities and responsibilities under this Grant, except to the extent specified in this Grant.

44. Conflict of Interest Policies

Grantee must comply with the conflict-of-interest policy requirements in 2 C.F.R. § 200.112 and 2 C.F.R. § 300.112.

45. Assignment

Grantee may not assign this Grant without Grantor's express written consent, provided, however, that Grantee may assign its rights and obligations hereunder in the event of a change of control or sale of all or substantially all of its assets related to this Grant, whether by merger, reorganization, operation of law, or otherwise. Should the assignee be a business or entity with whom Grantor is prohibited from conducting

business, Grantor shall have the right to terminate without cause. This Grant is equally binding on the respective parties and their successors and assigns.

46. Notice

Any notice or other communication required under this Grant not otherwise required to be sent to Grantee Procurement Officer and Grantee Project Manager must be given by registered or certified mail and is complete on the date mailed when addressed to the parties at the following addresses:

Jenn Faul
jfaul@fargond.gov
701-241-1380
225 4th St N, Fargo, ND 58102

ND Department of Health and Human Services
600 E. Boulevard Ave., Dept. 325
Bismarck, ND 58505

Notice provided under this provision does not meet the notice requirements for monetary claims against Grantor found at N.D.C.C. § 32-12.2-04.

47. Integration, Modification, and Conflict in Documents

- a. Unless authorized under subsection b, this Grant constitutes the entire agreement between Grantee and Grantor. There are no understandings, agreements, or representations, oral or written, not specified within this Grant. No alteration, amendment, or modification of this Grant is effective unless it is reduced to writing, signed by the parties, and attached to the Grant.
- b. Grantor may amend the terms of this Grant without the consent of Grantee for good cause, or as necessary to comply with applicable federal or State law, regulatory requirements, CMS requirements, accreditation standards, or licensing guidelines or rules. Grantor will include with any such amendment an explanation of the reasons for the amendment. To the extent practicable, Grantor will provide Grantee with 30 days' advance written notice of any unilateral

amendment, which notice must specify the amendment's effective date.

- c. All terms and conditions contained in any end user agreements (e.g., automated click-throughs, shrink wrap, or browse wrap) are specifically excluded and null and void, and shall not alter the terms of this Grant. Clicking shall not represent acknowledgement or agreement to any terms or conditions contained in those agreements.
- d. If any inconsistency exists between this Grant and other provisions of collateral contractual grants which are made a part of this Grant by reference or otherwise, the provisions of this Grant control.

48. Severability

If any term of this Grant is declared by a court having jurisdiction to be illegal or unenforceable, the validity of the remaining terms will not be affected and, if possible, the rights and obligations of the parties are to be construed and enforced as if the Grant does not contain the illegal or unenforceable term.

49. Applicable Law and Venue

This Grant is governed by and construed according to the laws of the state of North Dakota. Any action to enforce this Grant must be adjudicated exclusively in the state District Court of Burleigh County, North Dakota. Each party consents to the exclusive jurisdiction of such court and waives any claim of lack of jurisdiction or *forum non conveniens*.

50. Spoliation – Preservation of Evidence

Grantee shall promptly notify Grantor of all potential claims that arise or result from this Grant. Grantee shall also take all reasonable steps to preserve all physical evidence and information that may be relevant to the circumstances surrounding a potential claim, while maintaining public safety, and grants to Grantor the opportunity to review and inspect the evidence, including the scene of an accident.

51. Attorney Fees

If a lawsuit is filed by Grantor to obtain performance due under this Grant, and Grantor is the prevailing party, Grantee shall pay Grantor's

reasonable attorney fees and costs in connection with the lawsuit except when prohibited by N.D.C.C. § 28-26-04.

52. Alternative Dispute Resolution – Jury Trial

Grantor does not agree to binding arbitration, mediation, or any other form of mandatory alternative dispute resolution. The parties may enforce their rights and remedies in judicial proceedings. Grantor does not waive any right to a jury trial.

53. Court Orders

Any term or condition in this Grant, including those incorporated by reference, that U.S. HHS is enjoined by court order from imposing or enforcing shall not apply or be enforced as to any recipient or subrecipient to which that court order applies and while that court order is in effect.

54. Reservation of Rights

Nothing contained in this Grant is intended or shall be construed as a waiver by the United States Department of Justice, the Internal Revenue Service, the Federal Trade Commission, HHS OIG, CMS, or Grantor of any right to institute any proceeding or action against Grantee for violations of any statutes, rules or regulations administered by the Government, or to prevent or limit the rights of the Government to obtain relief under any other federal or state statutes or regulations, or on account of any violation of this award or any other provision of law. This Grant shall not be construed to bind any Government agency except Grantor, and this Grant binds Grantor only to the extent provided herein, unless prohibited by law.

The failure by Grantor to require performance of any provision shall not affect Grantor or CMS's right to require performance at any time thereafter, nor shall a waiver of any breach or default result in a waiver of the provision itself.

55. Incorporated by Reference

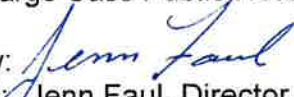
The following are incorporated into this Grant by reference:

- a. The CMS-approved Rural Health Transformation Program/Project Budget for this Grant.

- b. U.S. HHS Grant Policy Statement ([Grants Policies & Regulations | HHS.gov](#))
- c. Medicare and Medicaid anti-kickback statute: 42 U.S.C. § 1320a-7b.
- d. Prohibition on certain telecommunications and video surveillance services or equipment: 2 C.F.R. § 200.216.
- e. Suspension and Debarment regulations: 2 C.F.R. § 200.214.
- f. Health Information Technology (HIT) Interoperability requirements.
- g. The Federal Funding Accountability and Transparency Act of 2006 (Public Law 109-282), as implemented by 2 C.F.R. Part 170. Requirements include:
 - 1) First-tier subaward reporting of \$30,000 or more in federal funds. Due no later than 30 days after issuance of subaward.
 - 2) Executive compensation reporting, if required, as referenced in 2 C.F.R. Part 170. Due no later than 30 days after issuance of subaward.
- h. Federally owned and exempt property: 2 C.F.R. § 200.312. Grantee must submit annually an inventory listing of federally owned property in its custody to Grantor.
- i. Pass Through Entities, Subrecipients, and Contractors: 2 C.F.R. § 200.331, and 2 C.F.R. § 200.332. Grantee must monitor the activities of its subrecipients as necessary to ensure that the subaward is used for authorized purposes, in compliance with federal statutes, regulations, and the terms and conditions of this Grant; and that subaward performance goals are achieved.
- j. Non-compliance: 2 C.F.R. § 200.208 and 2 C.F.R. § 200.339.
- k. Records Retention: 2 C.F.R. § 200.334.
- l. Davis-Bacon and Related Acts: 29 C.F.R., Subtitle A, Part 5, Subpart A.

- m. McNamara-O'Hara Service Contract Act of 1965, as amended: 41 U.S.C. § 351 *et seq.*
- n. Restrictions on Certain Foreign Purchases (Feb 2021): FAR 52.225-13.
- o. Secure Networks Act of 2019, Section 2: Pub. L. No. 116-124, 133 Stat. 158 (2020) (codified, as amended, at 47 U.S.C. §§ 1601–1609).
- p. Prohibited Sources: FAR Subpart 25.7.

{Fargo Cass Public Health - Grantee}

By: 
Its: Jenn Faul, Director of Public Health
Date: 06/17/2026

Grantee's Federal Taxpayer Identification Number: EIN 456002069

City of Fargo

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

Attest:
By:
Its: Angie Bear, Deputy City Auditor
Date

State of North Dakota: North Dakota Department of Health and Human Services

By:
Donna Aukland, Chief Financial Officer
Date:
State of North Dakota

North Dakota Department of Health and Human Services

By:
Connie Faulkner, Procurement Officer
Approved for form and content.

Date:

Attachment A - Grantee Assurances

- A. In connection with furnishing supplies or performing work under this Grant, persons who contract with or receive funds to provide services to Grantor are obligated and agree to comply with the laws of the State of North Dakota, North Dakota Administrative Code, all local, state, and federal laws, codes, rules, regulations, and executive orders related to the performance of this Grant, including the following: Fair Labor Standards Act, the applicable requirements of U.S. HHS, the North Dakota Human Rights Act, Equal Pay Act of 1963, Equal Employment Opportunity Act and regulations issued by the government, Titles VI and VII of the Civil Rights Act of 1964, the Age Discrimination in Employment Act of 1967, the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment, and Rehabilitation Act of 1970, the Drug Abuse Prevention, Treatment, and Rehabilitation Act of 1970, Section 504 of the Rehabilitation Act of 1973, the Age Discrimination Act of 1975, Drug-free Workplace Act of 1988, the Americans with Disabilities Act of 1990, Alcohol, Drug Abuse, and Mental Health Administration Reorganization Act of 1992, the Pro-Children Act of 1994, Title IX of the Education Amendments of 1972, and Section 1557 of the Affordable Care Act.
- B. Unless otherwise authorized by federal law, the charges to be made by Grantee do not include costs financed by federal monies other than those generated by this Grant.
- C. By signing this Grant, Grantee certifies that neither Grantee, its subcontractors, nor their principals are presently debarred, declared ineligible, or voluntarily excluded from participation in transactions with state or federal government by any department or agency of the state or federal government.
- D. Grantee must be an approved vendor with the Office of Management and Budget within the state of North Dakota as required by N.D.C.C. § 54-44.4-09.
- E. By drawing or otherwise obtaining funds pursuant to this Grant, Grantee assures that:
 - 1) Grantee is obligated to perform in accordance with the requirements of this Grant.

- 2) Proper financial management controls and accounting systems, to include personnel policies and procedures, have been established to adequately administer federal awards and the funds drawn down.
- 3) By accepting this Grant, including the obligation, expenditure, or drawdown of award funds, recipient certifies as follows:
 - a. By applying for or accepting federal funds from U.S. HHS, Grantee certifies compliance with all federal antidiscrimination laws and that complying with those laws is a material condition of receiving federal funding streams. Grantee is responsible for ensuring subrecipients, contractors, and partners also comply. Grantee hereby agrees that it will comply with Title VI of the Civil Rights Act of 1964, as amended (codified at 42 U.S.C. § 2000d et seq.), and all requirements imposed by or pursuant to the Regulation of the Department of Health and Human Services (45 C.F.R. Part 80); Section 504 of the Rehabilitation Act of 1973, as amended (codified at 29 U.S.C. § 794), and all requirements imposed by or pursuant to the Regulation of the Department of Health and Human Services (45 C.F.R. Part 84); Title IX of the Education Amendments of 1972, as amended (codified at 20 U.S.C. § 1681 et seq.) and all requirements imposed by or pursuant to the Regulation of the Department of the Health and Human Services (45 C.F.R. Part 86); The Age Discrimination Act of 1975, as amended (codified at 42 U.S.C. § 6101 et seq.), and all requirements imposed by or pursuant to the Regulation of the Department of Health and Human Services (45 C.F.R. Part 91); and Section 1557 of the Patient Protection and Affordable Care Act, as amended (codified at 42 U.S.C. § 18116), and all requirements imposed by or pursuant to the Regulation of the Department of the Health and Human Services (45 C.F.R. Part 92). For Programs that could implicate Title IX (i.e., awards to or for school, colleges, universities, 4-H programs, non-governmental organization (NGO) programs, sports programs, and education-related awards to prisons or other detention facilities).
 - b. Grantee is compliant with Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. §§ 1681 et seq., including the requirements set forth in Presidential Executive Order 14168 titled Defending Women from Gender Ideology Extremism and Restoring Biological Truth to the Federal Government, and Title VI of the Civil

Rights Act of 1964, 42 U.S.C. §§ 2000d et seq., and recipient will remain compliant for the duration of this Grant.

- c. The above requirements are conditions of payment that go to the essence of this Grant and are therefore material terms of this Grant.
 - d. Payments under this Grant are predicated on compliance with the above requirements, and therefore Grantee is not eligible for funding under this Grant or to retain any funding under this Grant absent compliance with the above requirements.
 - e. Grantee acknowledges that this certification reflects a change in the government's position regarding the materiality of the foregoing requirements and therefore any prior payment of similar claims does not reflect the materiality of the foregoing requirements to this Grant.
 - f. Grantee acknowledges that a knowing false statement relating to Grantee's compliance with the above requirements and/or eligibility for this Grant may subject Grantee to liability under the False Claims Act, 31 U.S.C. § 3729, and/or criminal liability, including under 18 U.S.C. § 287 and 18 U.S.C. § 1001.
- F. No federal funds from this Grant will be paid by or on behalf of Grantee, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract; the making of any federal grant, the making of any federal loan, the entering of any cooperative agreement; or the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- 1) If any grant funds other than federal funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, Grantee agrees to complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

- 2) Grantee shall require that the language of the Grantee Assurances in this Attachment be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall comply with these Grantee Assurances.

Instructions to Create a Program Reporting System (PRS) User Account

1. **Remember to complete Step 9 below, otherwise, you will not have permission to access PRS.**
2. Go to the Program Reporting System (PRS) link at <https://secure.apps.nd.gov/doh/prs/Security/LoginForm/LoginForm?ReturnUrl=%2fdoh%2fprs%2f> and add this link to your Favorites.
3. Located on the left side of the web page, click on the words "New User Registration". After you click on the words "New User Registration", the web page states "Personal Account Details". This means you are creating your personal account for the agency you work at. You would include your work address, work phone number and work email address.
4. Complete the form. (You will need to complete all areas labeled with a " * ").
5. After completion of the form, click on the "Create Account" button to submit the registration.
6. You will receive either an email from donotreply@nd.gov or a text on your cell phone with a code. You **must** go to your email or cell phone to obtain the code.
7. Enter the code and click on the "Confirm" button.
8. A message should indicate "Account Activation Confirmation". Please note this does not provide you access to PRS. You must complete the next step.
9. **IMPORTANT. Submit an email to Rose Ashline rashline@nd.gov of your North Dakota Login and inform her which agency you work at. Rose will then set your permissions in PRS to allow you access to PRS. Rose will email you when completed.**

Note: If you need to update any type of information regarding your PRS user account such as last name, address, phone number, etc., click on the words "Login ID Maintenance" located on the left side of the PRS web page.

Note: If you forget your PRS Password, click on the words "Reset Password" located on the left side of the PRS web page.

Note: If you forget your PRS Login ID, click on the words "Forgot Login ID" located on the left side of the PRS web page.

Should you have any questions, please feel free to contact Rose Ashline at rashline@nd.gov.

How to Complete a Reimbursement Request in PRS

1. Go to the Program Reporting System (PRS) link at <https://secure.apps.nd.gov/doh/prs/Security/LoginForm/LoginForm?ReturnUrl=%2fdoh%2fprs%2f> (Or, to your "Favorites" if you have already added PRS as a Favorite. If you have added PRS as a Favorite, go to Step 3. Otherwise, continue to Step 2.)
2. Add the PRS link to your "Favorites".
3. Log into PRS with your login ID and password.
4. Click on the "Reimbursement Requests" link. (Be sure you are on the Contractor Programs tab. If not on the Contractor Programs tab, click on "Contractor Programs" name.)
5. Click on the "Check Out Financials" button.
6. Click on the "Add Reimbursement Request" link that appears on the right side of your screen.

STI Prevention and Care for Indigenous Persons Reimbursement Requests

View all reimbursement requests submitted for STI Prevention and Care for Indigenous Persons. Click on an existing reimbursement request to view it. To create a new reimbursement request, the financials must be checked out.


NOTE: A reimbursement request cannot be created until the budget has been submitted and approved.



Billing Period	Grant	Contractor No.	Status	Attachments	Total
No Reimbursement Requests found					

[Add Reimbursement Request](#)

Financial Summary

Total:	\$300,000.00
Spent:	\$0.00
Available:	\$300,000.00

7. Click on the drop-down menu and then click on the grant name that you wish to complete a reimbursement request for.
8. Click on the "Save" button.
9. **Click on a date on the pop-up calendar of the date in which costs are through. For example, if the costs being claimed are through June 30, YYYY, click on the date of June 30, YYYY. The end billing period date may not exceed the contract end date.**
10. Complete the form.
11. Click on the "Save" button on bottom of page.
12. If you need to attach a document to the reimbursement request, click on the "Attachments" link located above the "Percentage Spent" column. Click on the "Add Attachment" button. Click on the "Browse..." button to locate the document to attach. Once you have located the document, click on the document and click on the "Open" button. Click on the "Ok" button. Repeat this step until all documents have been added.
13. If you need to delete an attachment, click on the "Attachments" link located above the "Percentage Spent" column. Click on the  icon, which is the delete feature to remove the attachment. A message will display asking if you want to delete, click on the "Ok" button.
14. When you are ready to submit the reimbursement request, click on the "Submit" button.
15. If no validation error(s) are shown, the screen will indicate the reimbursement request was submitted. If validation error(s) are shown, go to the section(s) as noted and complete the question. When error is fixed, go to step 11 above.
16. Click on the "Check In Financials" button.

17. If you want a printout, click on the  icon located next to the  icon. Note: A copy of the report is stored in PRS and may be accessed at anytime.
18. Click on the “Log Out” link located next to your name to exit PRS.

To Access a Reimbursement Request

1. Log into PRS.
2. Click on the “Reimbursement Requests” link. If “Reimbursement Requests” link is not shown, click on the “All Programs” link on the left side of the page and then click on the “Reimbursement Requests” link.
3. Click on a date (hyperlink) under the “Billing Period” column to access the reimbursement request.
4. When finished, click on the “Log Out” link located next to your name to exit PRS.

Rural Health Transformation Program/Project Budget

State of North Dakota Department of Health & Human Services

Information	Response
Name of Subrecipient :	Fargo Cass Public Health (FCPH)
Period of Performance (How long is the subrecipient period of performance? Specify the beginning and ending dates of the subaward).	June 1, 2026 - October 30, 2026
Scope of Work (What will the subrecipient do? Describe in outcome terms, the specific services/tasks to be performed as related to the accomplishment of program objectives).	<p>The goal for FCPH is to improve their people through a well rounded program by utilizing different functionalities. The first being fitness. We will teach evidence based fitness class, Fit & Strong, to adults who have osteoarthritis, (track participants, increase in bone density, muscle mass, and decrease fat by using the inbody scale requested. The second is improving health outreach by utilizing the Mobile Health Unit throughout Cass County - track clients served in MHU by program. This would include offering immunizations and family planning out in the rural areas.</p> <p>We will be able to track the immunizations and family planning assistance by number of patients and in which areas we were completing the outreach. We will count the number of WIC clients enrolled and recertified with replaced equipment. We will also be tracking the locations we are visiting.</p>
Method of Accountability (Describe how the applicant monitors progress and performance of the consultant. Identify who is responsible for supervising the	Jenn Faul, Director of Fargo Cass Public Health will have the identified metrics reported monthly for verification of FCPH performance.

Rural Health Transformation Program/Project Budget

Enter Your Organization Name: Fargo Cass Public Health

Budget Period 1: June 1, 2026 - October 30, 2026

Click Here to Select RHTP Priority Area. Click on Arrow to Select.

Personnel	Federal Funds
Name and title of each staff person and Salary rate (i.e. hourly rate x hours/month x 12 months or % time x # months based on annual salary) for each staff person.	\$19,820.57
Allison Gregory, RN - monthly contracted rate of \$1,416.00 x 4	5,664.00
Michelle Lahren, RN - monthly contracted rate of \$2,115 x 4	8,460.00
Stephanie Patenaue, RN - monthly contracted rate of \$625 x 4	2,500.00
Rachel Burns, RN County Nurse (June-Oct. =8,200/month + 3361.80/month benefits)*4months =46,246, however, the remaining RHT Grant funds will not cover this entirely, so a lesser amount was added to offset the cost of these services to the Fargo Cass Public Health.	3,196.57

Description of each staff person's scope of service to the program/project	Source of match funds if applicable
Allison Gregory, RN for Northern Cass Public School - rural ND	
Mchelle Lahren, RN for Central Cass Public School - rural ND	
Stephanie Patenaue, RN for Kindred Public School - rural ND	
Rachel Burns, RN for County Nursing outside of Fargo ND	

Travel, Food & Lodging (Recipients must comply with the requirements in 2 CFR 200.475)	Federal Funds
In-State Travel, Food & Lodging (https://www.gsa.gov/travel/plan-book/per-diem-rates)	\$1,024.20
Travel to Bismarck and back to Fargo 92 miles x .725 per mile (immunization Conf.)	284.20
Lodging for ND Immunization Conference 110.00x 2 nightsx 2 people	440.00
Registration for Immunization Conference	300.00

Provide brief justification for each in-state travel request including date & place of travel, purpose of trips and names & relationship of those traveling.	Source of match funds if applicable

Attendance at the North Dakota Immunization Conference in Bismarck ND June 23-24 to learn current vaccination/immunization guidelines, discussion tools to address vaccine hesitency and more.	
Isaac Wahlin, RN and Cheryl Wavrin, RN will be attending.	

Travel, Food & Lodging (Recipients must comply	Federal Funds
Out-of-State Travel, Food & Lodging	\$0.00

including date & place of travel, purpose of trips and names & relationship of those traveling. (https://www.gsa.gov/travel/plan-book/per-diem-rates)	Source of match funds if applicable

Supplies (Medical/Laboratory, Office, Educational)	Federal Funds
Supplies (Medical/Laboratory, Office, Educational)	\$45,038.43
Portable POCT Hemocue HB 301 M Clinical Analytical Instrument	1618.49
InBody 270S Body Composition Analyzer 3 @ \$7,855	23,565.00
Topaz Signature Pad	350.00
Pin-Setting Machine (Verifone)	300.00
Card Reader (Magtek)	200.00
Cholestech	3,709.14
Cholestech (lancets, cassettes, pipettes)	3,500.00
DS 4500 All In One Infant station	1,800.00
Mobile Health Unit Wrap	4,937.80
AED Machine for the Mobile Health Unit	1,983.00
InBody BPBIO 320S -Professional Blood Pressure - self guided device	3,075.00
Provide brief justification for each supply request	Source of match funds if applicable

<p>Items from line 58 (Portable POCT...) to line 67 (AED Machine...) are requested to complete the functionality of the FCPH Mobile Health Unit. The Mobile Health Unit has been getting completed as funding is available. There are no current funds being allocated to this unit and no funds were allocated to this specific purchase. This funding request would complete the unit and allow it to move into service throughout Cass County for the Women Infant and Children (WIC) program, Family Planning, Immunizations, Women's Way cancer screening/enrollment, and more. The MHU is part of FCPH's goal to increase access to health care and not require patients to have to come into our city's brick and mortar location.</p>	<p>NA</p>
<p>In Body BPBIO 320S Professional Blood Pressure is a device that is automated, self-guided for members of the public to utilize free of charge. The device will provide the person a print out of their blood pressure. If they have a questions or concern regarding their blood pressure, they can walk down to the clinic to do a "walk-in" clinic appointment to meet with a nurse to discuss the results and potentially received guidance needed or a referral to care if warranted. This would be a billable/reimburseable nurse visit.</p>	<p>NA</p>

<p>Consultant / Contractual / Sub-Grantees</p>	<p>Federal Funds</p>
	<p>\$4,548.00</p>
<p>CredibleMind - virtual mental health software application used in the SE Region of ND. The over all contract is 24,020 annually for Cass County. The rate was configured by selecting the 4 months of this grant cycle, at 32.46% (population outside of the city of Fargo.)</p>	<p>4,548.00</p>

<p>Provide a brief justification of the scope of work the consultant/contractor will be providing</p>	<p>Source of match funds if applicable</p>
<p>At the start of the contract, state aid dollars were able to be used. The state has since stopped distributing State Aid to the regions, we are the SE Region. Since that funding is no longer available, this is also not a supplanting issue.</p>	

<p>Other (E.G., Indirect Costs, Administrative Costs)</p>	<p>Federal Funds</p>
<p>List each "Other" requested item. Note: A description of each item must be provided, "miscellaneous expenses" is not acceptable. Administrative costs cannot exceed 10%.</p>	<p>\$7,043.12</p>
<p>Indirect cost</p>	<p>7,043.12</p>

Provide brief justification for each "Other" requested item	Source or match funds if applicable
Allowable 10% indirect cost of grant award.	

Budget Summary	Federal
Personnel	\$19,820.57
Fringe Benefits	\$0.00
Travel, Food, & Lodging	\$1,024.20
Supplies	\$45,038.43
Rent/Utilities	\$0.00
Phone / Internet / Postage	\$0.00
Equipment (>\$10,000 per item)	\$0.00
Capital Improvement	\$0.00
Consultant / Contractual	\$4,548.00
Other	\$7,043.12
Total	\$77,474.32
Total Program/Project Costs (sum of federal funds plus match)	\$77,474.32

26

City of Fargo Staff Report			
Title:	Horizon Addition	Date:	4/29/2026 6/18/2026
Location:	11 12 th Street North	Staff Contact:	Donald Kress, current planning coordinator
Legal Description:	All of Lots 1-3 and 10-12, and part of Lot 9, Block 39, and all of Block 40, and all of the vacated alleys in Blocks 39 and 40, all in Roberts' Second Addition, City of Fargo, Cass County, North Dakota		
Owner(s)/Applicant:	Rising Investments, LLC / MBN Engineering, Inc.	Engineer:	MBN Engineering, Inc.
Entitlements Requested:	Minor Subdivision (Plat of Horizon Addition , a plat of all of Lots 1-3 and 10-12, and part of Lot 9, Block 39, and all of Block 40, and all of the vacated alleys in Blocks 39 and 40, all in Roberts' Second Addition, City of Fargo, Cass County, North Dakota)		
Status:	City Commission Consent Agenda: June 22nd, 2026		
Existing		Proposed	
Land Use: Vacant (previous structure demolished in 2018)		Land Use: Multi-Dwelling Residential	
Zoning: DMU, Downtown Mixed Use		Zoning: No change	
Uses Allowed: DMU Allows detached houses, attached houses, duplexes, multi-dwelling structures, community service, daycare centers of unlimited size, health care facilities, parks and open space, religious institutions, safety services, offices, off-premise advertising, commercial parking, retail sales and service, vehicle repair, limited vehicle service, and major entertainment events.		Uses Allowed: No Change	
Maximum Lot Coverage Allowed: 100%		Maximum Lot Coverage Allowed: No change	
Proposal:			
<p>The applicant requests one entitlement:</p> <ol style="list-style-type: none"> 1. A minor subdivision, entitled Horizon Addition, a plat of all of Lots 1-3 and 10-12, and part of Lot 9, Block 39, and all of Block 40, and part of the vacated alleys in Blocks 39 and 40, all in Roberts' Second Addition, City of Fargo, Cass County, North Dakota <p>This project was reviewed by the City's Planning and Development, Engineering, Public Works, and Fire Departments ("staff"), whose comments are included in this report.</p> <p>Surrounding Land Uses and Zoning Districts:</p> <ul style="list-style-type: none"> • North: DMU commercial and multi-dwelling residential uses • East: DMU with single-dwelling residences; mixed use commercial/multi-dwelling residential uses • South: DMU with commercial and multi-dwelling residential uses • West: DMU with bar/restaurant, wholesale, and retail uses 			
Area Plans:			
<p>The subject property is located within two plans.</p> <p>The Downtown InFocus plan's future land use map of identifies this area as intended for "Mixed Use" development. The property is zoned DMU, Downtown Mixed Use, which allows mixed-use development.</p>			

Context

Schools: The subject property is located within the Fargo School District, specifically within the Roosevelt/Horace Mann Elementary, Ben Franklin Middle and North High schools.

Neighborhood: The subject property is located within the Downtown neighborhood.

Parks: Island Park, located at 502 1st Avenue South, is approximately 0.4 mile southeast of the subject property, and provides amenities of basketball court, tennis courts, handball, grills and picnic tables, playground, cross country ski trails, recreational trails, rentals and a swimming pool.

Pedestrian / Bicycle: A separated bike lane is adjacent to the subject property along NP Avenue.

MATBus: Route 13 runs east along NP Avenue. The nearest stop to the subject property is approximately one block east on the south side of NP Avenue.

- Route 13 runs from 32nd Avenue North to NP Avenue, mainly along 10th Street North and University Drive North, and connects at the Ground Transportation Center.

Routes 15 and 18 run west along 1st Avenue North. The nearest stop to the subject property is approximately on block to the northeast on the north side of 1st Avenue North.

- Route 15 connects Downtown to West Acres and 45th Street South, mainly by way of 13th Avenue South, University Drive South, 10th Street South;
- Route 18 connects Downtown to 52nd Avenue South, mainly by way of 25th Street South, 32nd Avenue South, and 42nd Street South.

Staff Analysis:

The plat will combine the underlying lots in a portion of Block 39 and all of Block 40 of Roberts' Second Addition and the vacated alleys within those blocks, into a single lot and block.

Access directly into the first-level parking of the building will be taken directly from 12th Street North.

A developer agreement between the City and the applicant addresses the small area of dedicated alley on the north side of the subject property, cross-hatched in the graphic below, in regard to maintenance and to not protesting future alley improvements or future alley vacation. The applicant declined to vacate this portion of alley with this subdivision.



An amenities plan addresses stormwater management.

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

- 1. Section 20-0907.B.3 of the LDC stipulates that the Planning Commission recommend approval or denial of the application, based on whether it complies with the adopted Area Plan, the standards of Article 20-06 and all other applicable requirements of the Land Development Code. Section 20-0907.B.4 of the LDC further stipulates that a Minor Subdivision Plat shall not be approved unless it is located in a zoning district that allows the proposed development and complies with the adopted Area Plan, the standards of Article 20-06 and all other applicable requirements of the Land Development Code.**

This subdivision is intended to replat existing lots and blocks and vacated alleys into one new lot and block. The Fargo Growth Plan 2024 designates the place type of the subject property as "Downtown/Core." The Downtown In Focus plan's future land use map of identifies this area as intended for "Mixed Use" development. The subject property is zoned DMU, Downtown Mixed Use. This zoning is consistent with the designations of both plans. This zoning allows the proposed multi-dwelling residential development. No zone change is proposed. In accordance with Section 20-0901.F of the LDC, notices of the proposed plat have been sent out to property owners within 300 feet of the subject property. To date, staff has received no comment or inquiries on the application. **(Criteria Satisfied)**

- 2. Section 20-0907.C.4.f of the LDC stipulates that in taking action on a Final Plat, the Board of City Commissioners shall specify the terms for securing installation of public improvements to serve the subdivision.**

No new public improvements are being created by this plat. Any improvements associated with the project (both existing and proposed) are subject to special assessments. Special assessments associated with the costs of the public infrastructure improvements are proposed to be spread by the front footage basis and storm sewer by the square footage basis as is typical with the City of Fargo assessment principles **(Criteria Satisfied)**

Staff Recommendation:

Suggested Motion: "To accept the findings and recommendations of the Planning Commission and staff and move to approve the proposed plat of the **Horizon Addition**, as outlined in the staff report, as the proposal complies with the Fargo Growth Plan 2024, Downtown InFocus Plan, Sections 20-0907 B and C and Standards of Article 20-06 of the Land Development Code, and all other applicable requirements of the Land Development Code."

Planning Commission Recommendation: May 5th, 2026

At the May 5th, 2026, Planning Commission hearing, that Commission, by a vote of 7-0 with two Commissioners absent, moved to accept the findings and recommendations of staff and moved to recommend approval to the City Commission of the proposed plat of the **Horizon Addition**, as outlined in the staff report, as the proposal complies with the Fargo Growth Plan 2024, Downtown in Focus Plan, Sections 20-0907 B and C and Standards of Article 20-06 of the Land Development Code, and all other applicable requirements of the Land Development Code.

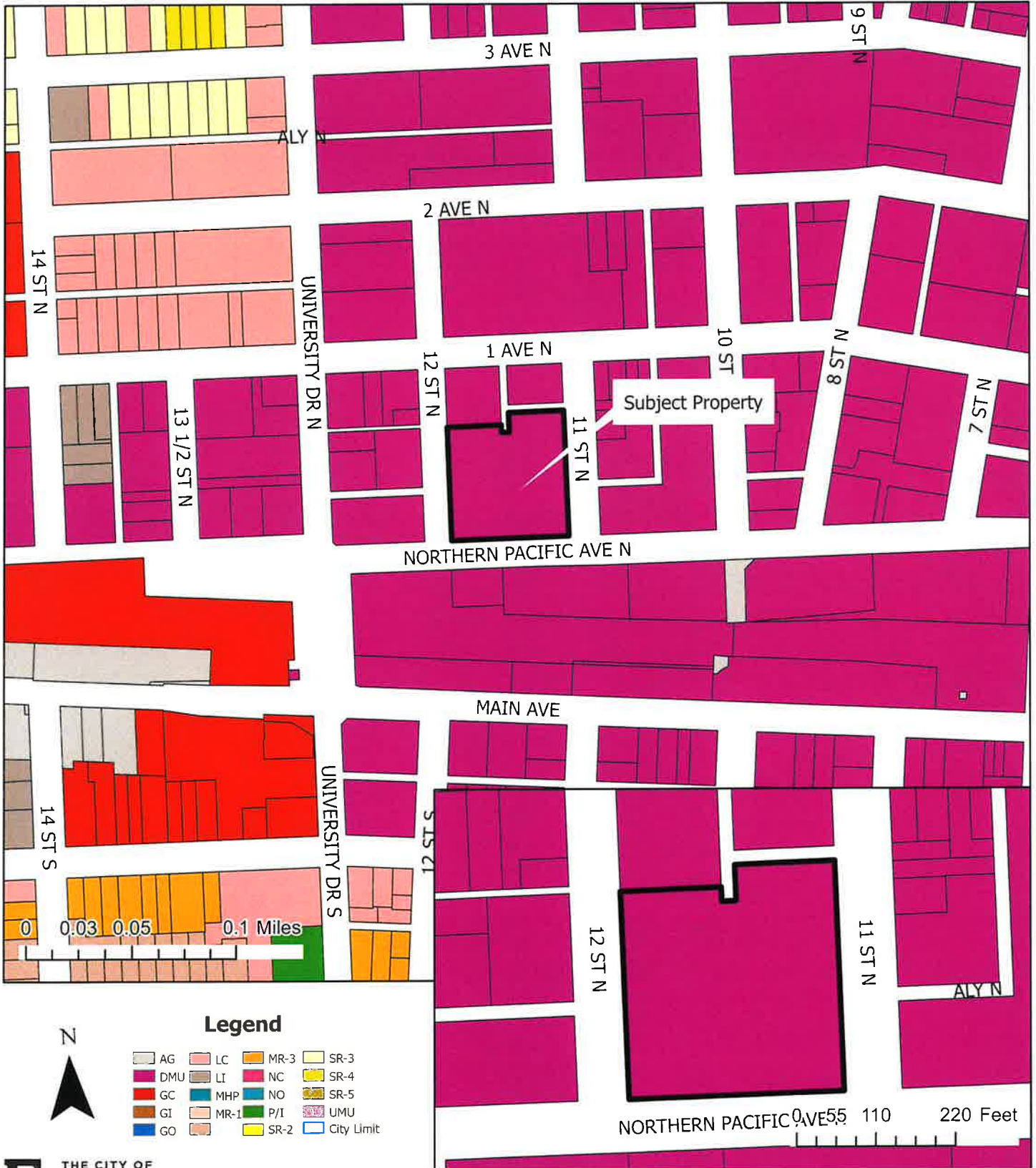
Attachments:

1. Zoning map
2. Location map
3. Preliminary plat

Minor Subdivision

Horizon Addition

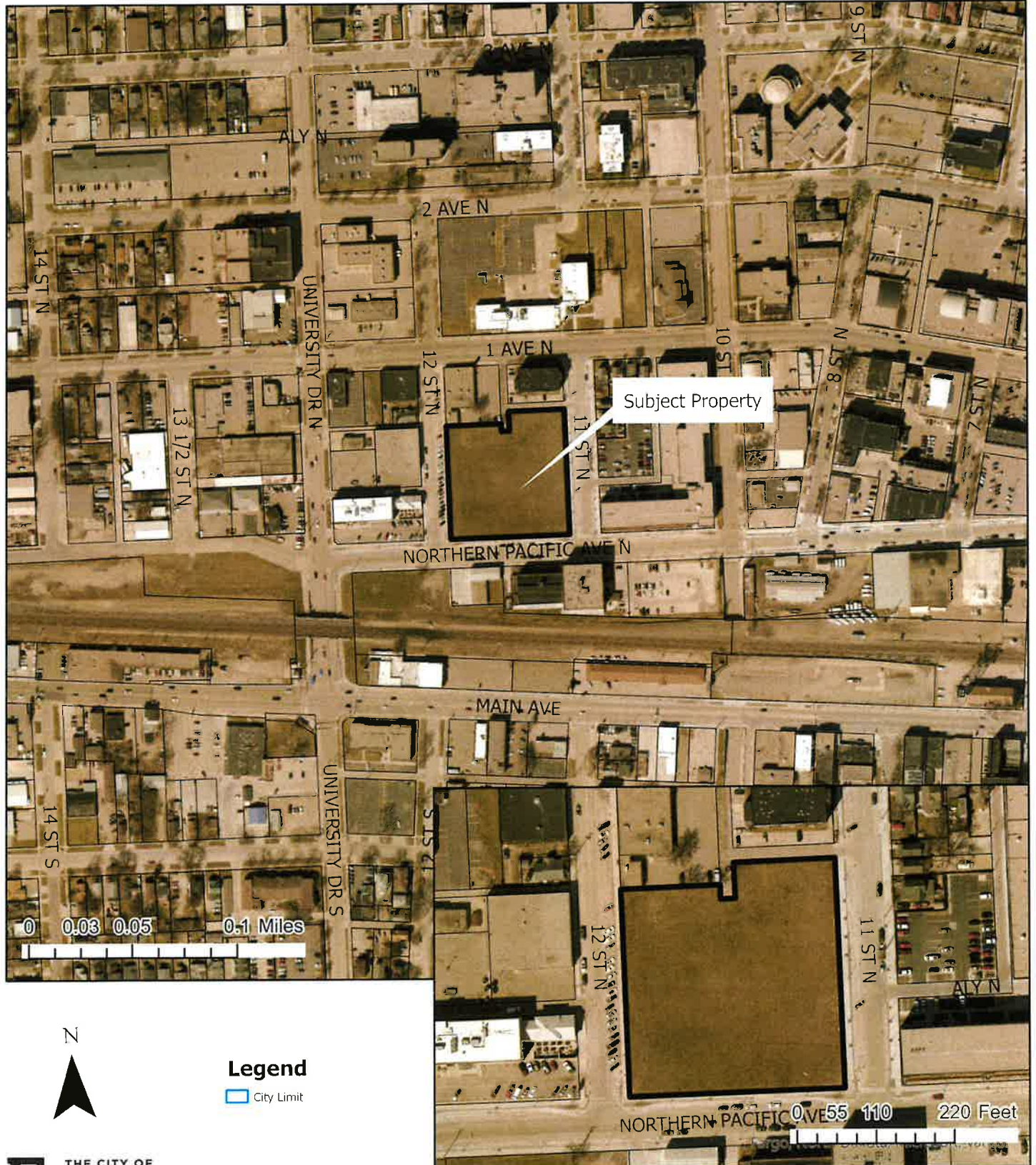
11 12th Street North



Minor Subdivision

Horizon Addition

11 12th Street North



OWNER'S CERTIFICATE
 KNOW ALL PERSONS BY THESE PRESENTS, That the Rising Investments, LLC, a North Dakota Limited Liability Company, as owner of all of Block 40; all of Lots 1, 2, 3, 9, 10, 11, and 12, except the north twenty feet of Lot 9, in Block 39; the south 135 feet of the north and south alley (now vacated) in Block 39; and the vacated alley between Blocks 39 and 40; all in ROBERTS' SECOND ADDITION to the City of Fargo, situate in the County of Cass and the State of North Dakota.

The property is more particularly described as follows:

BEGINNING at the southwest corner Block 40 of ROBERTS' SECOND ADDITION, according to the recorded plat thereof, Cass County, North Dakota; thence North 02 degrees 20 minutes 31 seconds West on the west line of said Block 40 a distance of 289.11 feet to the northwest corner of Lot 3, Block 39, said addition; thence North 87 degrees 53 minutes 56 seconds East on the north line of said Lot 3 a distance of 140.15 feet to the northeast corner of said Lot 3; thence South 02 degrees 20 minutes 31 seconds East on the east line of said Lot 3 a distance of 20.04 feet; thence North 87 degrees 53 minutes 56 seconds East a distance of 20.02 feet to a point of intersection with the west line of Lot 10, said block; thence North 02 degrees 20 minutes 31 seconds West on west line of said Lot 10 a distance of 50.09 feet; thence North 87 degrees 53 minutes 56 seconds East on the south line of the north 20 feet of Lot 9, Block 39 a distance of 140.15 feet to a point of intersection with the east line of said block; thence South 02 degrees 20 minutes 31 seconds East on the east line of said block a distance of 319.16 feet to the southeast corner of said Block 40; thence South 87 degrees 53 minutes 56 seconds West on the south line of said block a distance of 300.32 feet to the southwest corner of Block 40 and the POINT OF BEGINNING.

Tract Contains 2.08 Acres, more or less, and is subject to Easements, Reservations, Restrictions and Rights-of-Way of record.

Said owners of the above described property, have caused the same to be surveyed and platted as "HORIZON ADDITION" to the City of Fargo, Cass County, North Dakota, and do hereby dedicate to the public for public use the utility easement shown on said plat.

OWNER
 Rising Investments, LLC
 Justin Berg, President
 State of North Dakota)
 County of Cass)
 (ss)



On this 4th day of May, 2026, before me personally appeared Justin Berg, President, Rising Investments, LLC, a North Dakota limited liability company, known to me to be the person who is described in and who executed the within instrument and acknowledged to me that he executed the same on behalf of said company.

Notary Public: *Tamara K. Strelton*

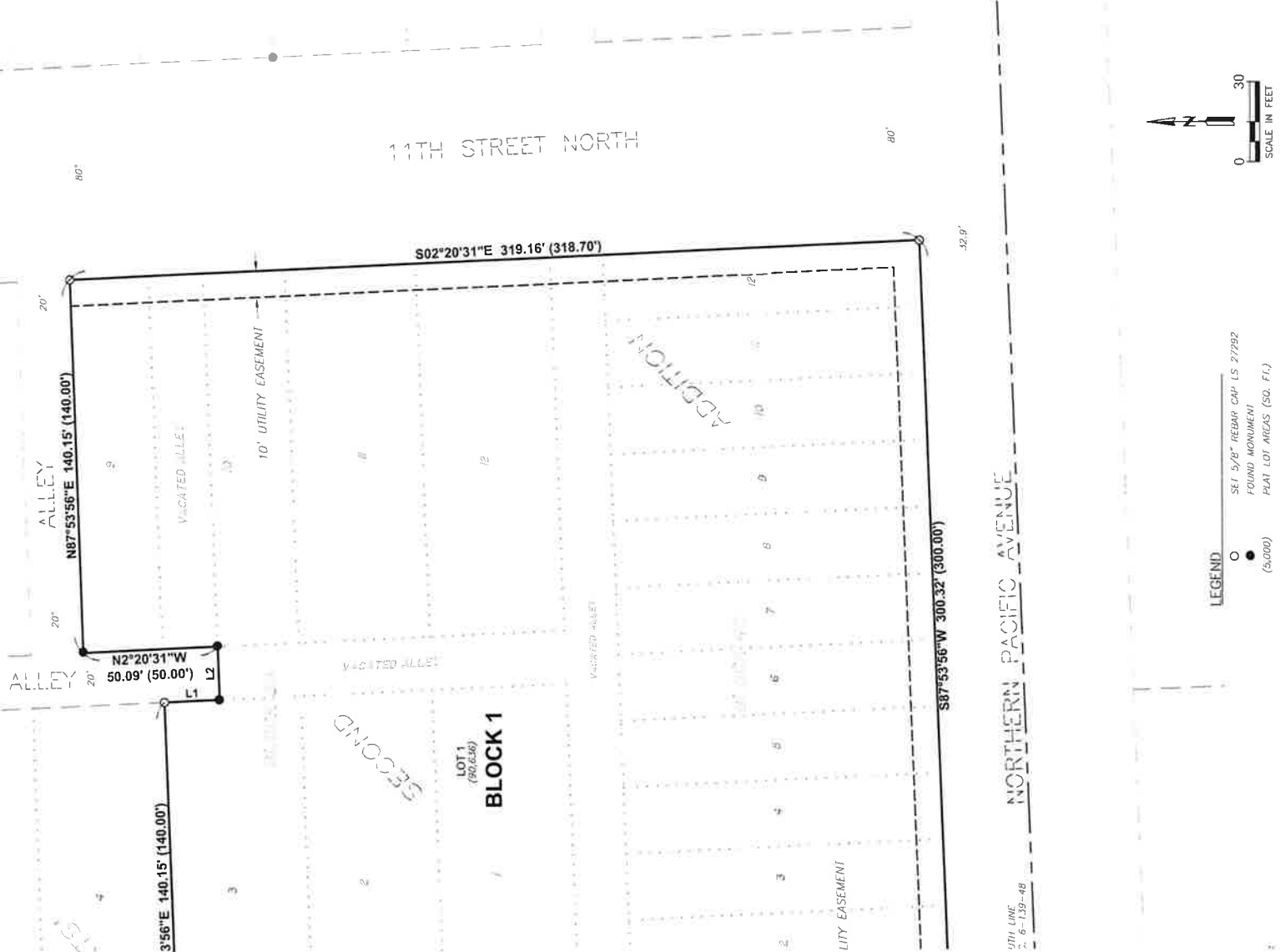
SURVEYOR'S CERTIFICATE AND ACKNOWLEDGEMENT
 I, Joshua J. Nelson, Professional Land Surveyor, under the laws of the State of North Dakota, do hereby certify that the plat and monuments for the survey located or placed in the ground as shown.



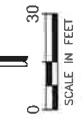
Dated this 4th day of May, 2026.

Joshua J. Nelson, P.L.S.
 Professional Land Surveyor
 Registration No. LS-27292
 State of North Dakota)
 County of Cass)
 (ss)

On this 4th day of May, 2026, appeared before me, Joshua J. Nelson, Notary Public, the person whose name is subscribed to the above certificate and did acknowledge to me that he executed the same on his own free act and deed.



LEGEND
 ○ SET 5/8" REBAR CAP (LS 27292)
 ● FOUND MONUMENT
 (S, F, I) PLAT LOT AREAS (SQ. FT.)
 (3,000)



(27)

City of Fargo Staff Report			
Title:	Timber Parkway Twelfth Addition	Date:	4/29/2026 6/18/2026
Location:	3430 & 3360 Jacks Way South	Staff Contact:	Alayna Espeseth, Assistant Planner
Legal Description:	Lot 6 & 7, Block 1 Timber Parkway Fourth Addition		
Owner(s)/Applicant:	Smart Slides Re LLC / Christianson Companies	Engineer:	Bolton & Menk
Entitlements Requested:	Minor Subdivision (Replat of Lot 6 & 7, Block 1 Timber Parkway Fourth Addition)		
Status:	City Commission Consent Agenda: June 22, 2026		

Existing	Proposed
Land Use: Undeveloped and Retail Sales and Service	Land Use: No change
Zoning: GC, General Commercial with a conditional overlay	Zoning: No Change
Uses Allowed: GC – General Commercial. Allows colleges, community service, daycare centers of unlimited size, detention facilities , health care facilities, parks and open space, religious institutions, safety services, basic utilities, adult establishment , offices, off-premise advertising, commercial parking, outdoor recreation and entertainment, retail sales and service, self-service storage , vehicle repair , limited vehicle service, and some telecommunication facilities. Conditional Overlay No. 5266 prohibits certain uses.	Uses Allowed: No change Conditional Overlay No. 5266 carries through with the subdivision
Maximum Lot Coverage Allowed: 85%	Maximum Lot Coverage Allowed: No Change

Proposal:
<p>The applicant requests one entitlement:</p> <ol style="list-style-type: none"> Minor Subdivision, entitled <i>Timber Parkway Twelfth Addition</i>, a replat of lots 6 & 7, Block 1 Timber Parkway Fourth Addition. <p>Surrounding Land Uses and Zoning Districts:</p> <ul style="list-style-type: none"> North: GC, General Commercial with C-O Ordinance 5266; Retail Sales and Service; East: GC, General Commercial with C-O Ordinance 5266; Undeveloped; West: GC, General Commercial with C-O Ordinance 5266; Retail Sales and Service. South: Across 52nd Avenue South, City of Frontier.

<p>Context:</p> <p>Neighborhood: The subject property is located within Centennial neighborhood.</p> <p>Schools: The subject property is located within the Fargo School District, specifically within the Centennial Elementary, Discovery Middle, and Davies High schools.</p> <p>Parks: Timber Creek Park is within a quarter mile to the north of the subject property. This park provides a basketball court, grills, picnic tables, playgrounds for ages 2-5 and 5-12, recreational trails, and a shelter.</p> <p>Pedestrian / Bicycle: There are ten foot wide trails along 52nd Avenue South and along the east side of Timber Parkway South. There are eight foot wide trails along 32nd Street South and shared-use paths within Timber Creek Park.</p> <p>MATBUS Route: There are no bus routes within a quarter mile of the subject property.</p>
<p>Staff Analysis:</p> <p>The applicant is seeking approval for a minor subdivision located at 3430 & 3360 Jacks Way South and encompasses 6.18 acres of land. The request is to replat Lots 6 & 7, Block 1 Timber Parkway Fourth Addition into a two lot, one block subdivision entitled Timber Parkway Twelfth Addition. Both properties are currently zoned GC, General Commercial and no zone change is proposed.</p> <p>The purpose of this replat is to expand the parking on 3430 Jacks Way South. On April 21st, 2025 the property received a small facility parking reduction of 19% from 131 required parking stalls to 106. The applicant is now requesting to expand the site to provide more parking. With the expansion of the property the parking requirement of the Land Development Code will be able to be met and surpassed on site and the small facility parking reduction is no longer needed.</p> <p>An amenities plan that addresses storm water requirements was reviewed and signed by both the applicants and City staff.</p> <p>This project was reviewed by the City’s Planning and Development, Engineering, Public Works, and Fire Departments (“staff”), whose comments are included in this report.</p> <p>Minor Subdivision</p> <p>The LDC stipulates that the following criteria is met before a minor plat can be approved:</p> <ol style="list-style-type: none"> Section 20-0907.B.3 of the LDC stipulates that the Planning Commission recommend approval or denial of the application, based on whether it complies with the adopted Area Plan, the standards of Article 20-06 and all other applicable requirements of the Land Development Code. Section 20-0907.B.4 of the LDC further stipulates that a Minor Subdivision Plat shall not be approved unless it is located in a zoning district that allows the proposed development and complies with the adopted Area Plan, the standards of Article 20-06 and all other applicable requirements of the Land Development Code. The requested minor subdivision is a replat of Lots 6 & 7, Block 1 Timber Parkway Fourth Addition into a two lot, one block subdivision entitled Timber Parkway Twelfth Addition. Both properties are currently zoned GC, General Commercial and no zone change is proposed. The 2024 Fargo Growth Plan depicts the place type designation as “Mixed Commercial, Office and Residential”. The GC zoning is consistent with this place type designation. In accordance with Section 20-0901.F of the LDC, notices of the proposed plat have been sent out to property

owners within 300 feet of the subject property. To date, staff has received no inquiries about the application. Staff has reviewed this request and finds that this application complies with standards of Article 20-06 and all applicable requirements of the Land Development Code. **(Criteria Satisfied)**

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

While this section of the LDC specifically addresses only major subdivision plats, staff believes it is important to note that any improvements associated with the project (both existing and proposed) are subject to special assessments. Special assessments associated with the costs of the public infrastructure improvements are proposed to be spread by the front footage basis and storm sewer by the square footage basis as is typical with the City of Fargo assessment principles. **(Criteria Satisfied)**

Staff Recommendation:

Suggested Motion: "To accept the findings and recommendations of the Planning Commission and staff and move to approve the proposed **Timber Parkway Twelfth Addition**, as outlined within the staff report, as the proposal complies with the 2024 Fargo Growth Plan, the standards of Article 20-06, Section 20-0907.B. and C. and all other applicable requirements of the Land Development Code."

Planning Commission Recommendation: May 5, 2026

At the May 5th, 2026 Planning Commission hearing, that Commission, by a vote of 9-0 with two Commissioners absent, moved to accept the findings and recommendations of staff and moved to recommend approval to the City Commission of the proposed subdivision plat **Timber Parkway Twelfth Addition**, as outlined within the staff report, as the proposal complies with the 2024 Fargo Growth Plan, the standards of Article 20-06, Section 20-0907.B. and C. and all other applicable requirements of the Land Development Code.

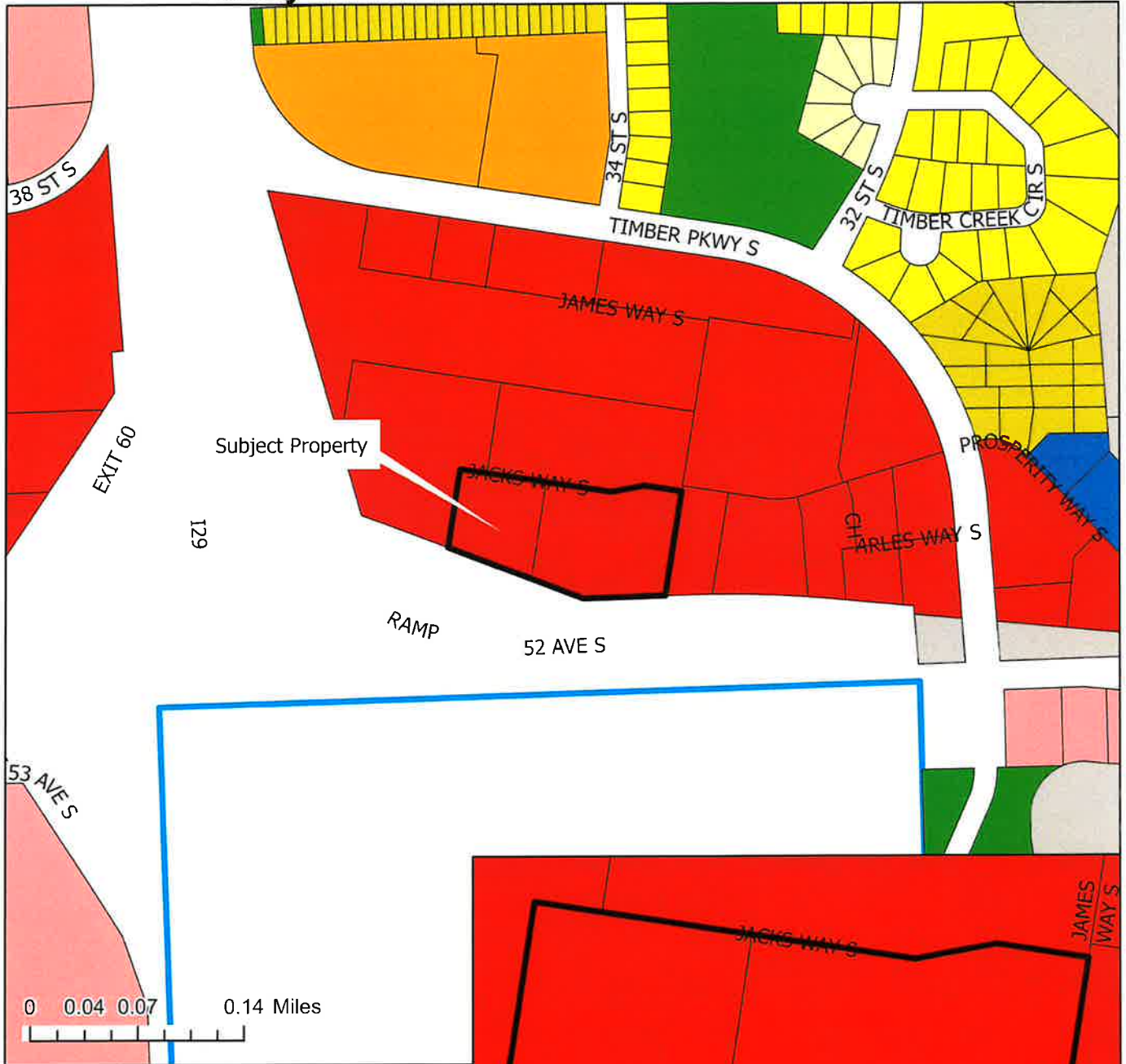
Attachments:

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

Minor Subdivision

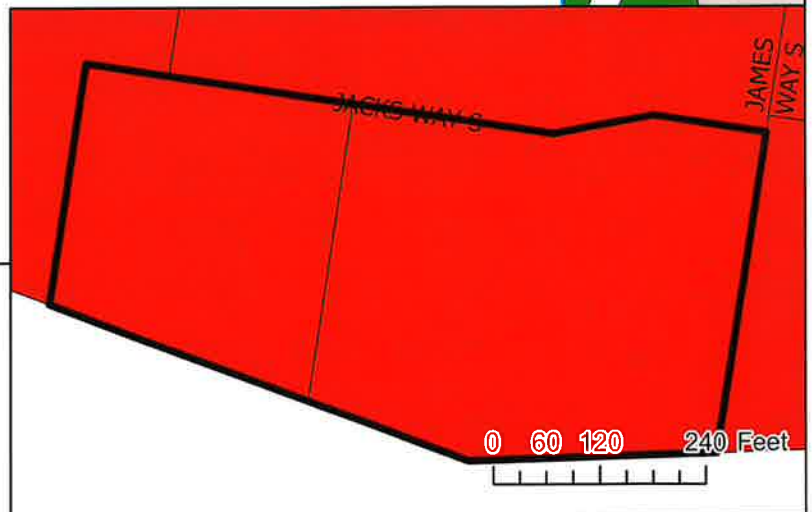
Timber Parkway Twelfth Addition

3430 and 3360 Jacks Way South



Legend

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

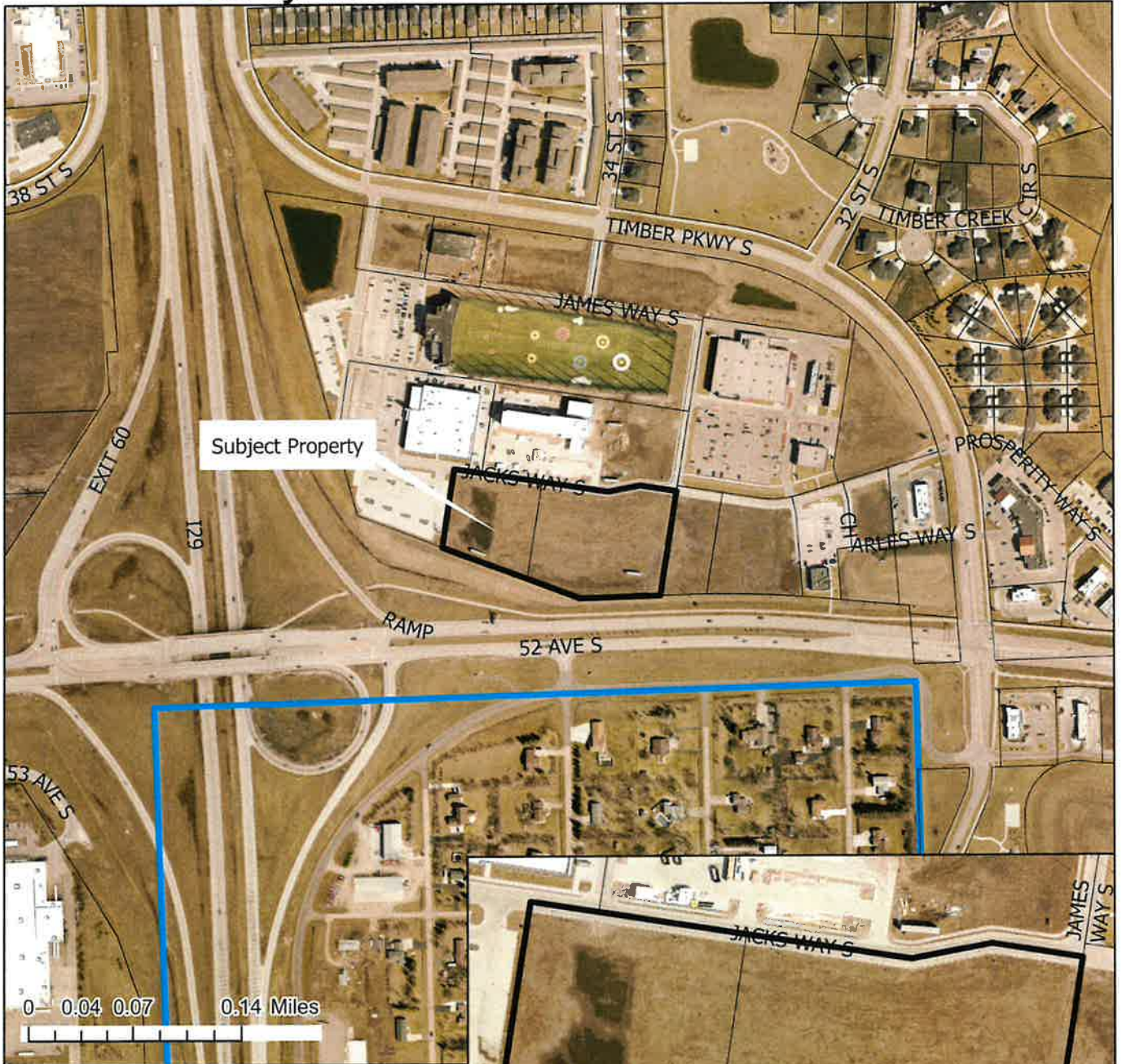


Fargo Planning Commission
May 5, 2026

Minor Subdivision

Timber Parkway Twelfth Addition

3430 and 3360 Jacks Way South



Legend
City Limit

Fargo Planning Commission
May 5, 2026

28

City of Fargo Staff Report			
Title:	Grafstrom Second Addition	Date: Update:	04-29-2026 06-18-2026
Location:	2103, 2131, 2145, & 5525 Verna Way North	Staff Contact:	Chelsea Levorsen, Planner
Legal Description:	Lots 9, 10, 11, and 12, Block 1, Grafstrom First Addition		
Owner(s)/Applicant:	Just North of the Horse Park, LLC & Christianson Companies	Engineer:	Bolton & Menk
Entitlements Requested:	Minor Subdivision (Replat of Lots 9, 10, 11, and 12, Block 1, Grafstrom First Addition)		
Status:	City Commission Consent Agenda: June 22, 2026		
Existing		Proposed	
Land Use: Industrial, Undeveloped		Land Use: No Change	
Zoning: LI, Limited Industrial		Zoning: No Change	
Uses Allowed: LI allows colleges, community service, daycare centers of unlimited size, detention facilities, health care facilities, parks and open space, religious institutions, safety services, adult entertainment centers, offices, off-premise advertising, commercial parking, outdoor recreation and entertainment, retail sales and service, self-storage, vehicle repair, limited vehicle service, industrial service, manufacturing and production, warehouse and freight movement, wholesale sales, aviation, surface transportation, basic utilities, certain telecommunications facilities		Uses Allowed: No Change	
Maximum Lot Coverage Allowed: 85%		Maximum Lot Coverage Allowed in LI: No Change	
Proposal:			
<p>The applicant requests one entitlement:</p> <ol style="list-style-type: none"> 1. A minor subdivision, to be known as Grafstrom Second Addition, a replat of Lots 9, 10, 11, and 12, Block 1, Grafstrom First Addition to the City of Fargo, Cass County, North Dakota <p>The subject property is located at 2103, 2131, 2145, and 5525 Verna Way North and encompasses approximately 3.35 acres. This project was reviewed by the City's Planning and Development, Engineering, Public Works, and Fire Departments ("staff"), whose comments are included in this report.</p> <p>Surrounding Land Uses and Zoning Districts:</p> <ul style="list-style-type: none"> • North: LI; platted; proposed Animal Shelter • East: LI; platted; undeveloped • South: LI; platted; undeveloped • West: AG; residential 			

<p>Area Plans:</p> <p>The 2024 Growth Plan designates this area as General Industrial and Flex warehouse place types. Primary uses include light and general industrial and flex warehouse. Secondary uses include commercial uses associated with industrial and warehouse. This project is consistent with the future land use designation for this property.</p>
<p>Context:</p> <p>Schools: The subject property is located within the West Fargo School District and is served by Harwood Elementary, Cheney Middle and West Fargo High schools.</p> <p>Neighborhood: The subject property is not located within a designated neighborhood.</p> <p>Parks: There are no Fargo Park District parks within one mile of the subject property.</p> <p>Pedestrian / Bicycle: A 10-foot wide multi-use path is located on the south side of the 19th Avenue North right of way, across 19th Avenue from the subject property.</p> <p>MATBUS Route: The subject property is not on a MATBUS route at this time.</p>
<p>Staff Analysis:</p> <p>Background: Grafstrom First Addition, a major subdivision, consisting of 14 Lots, 1 Block, was approved at the February 18, 2025 City Commission. The applicant intends to create one large lot, combining Lots 9, 10, 11, and 12 to be used as a self-storage yard for semis, trailers, and other large vehicle/equipment items. At the time of permitting and site plan review, the site will be required to meet Land Development Code requirements, including all-weather surfacing, open space plant units, and fencing.</p> <p>Minor Subdivision: The subdivision combines four lots into one large lot and removes the Ingress/Egress/Utility Easement that was established with Grafstrom First Addition.</p> <p>Zoning: The property is zoned LI, Limited Industrial. No zone change is proposed.</p> <p>Access & Amenities: The subdivision will take access from 19th Avenue North and 57th Street North by way of an access easement (private drive) identified as "Verna Way", which was established with Grafstrom First Addition. Verna Way is owned and maintained by the property owners within the subdivision. This is not a dedicated City right of way; the City does not have any maintenance responsibility for it.</p> <p>A developer's agreement was created with Grafstrom First Addition. Staff will update the amenities plan to specify developer considerations related to public improvements and storm water.</p> <p>The LDC stipulates that the following criteria is met before a minor plat can be approved:</p> <p>Major Subdivision</p> <ol style="list-style-type: none"> Section 20-0907.B.3 of the LDC stipulates that the Planning Commission recommend approval or denial of the application, based on whether it complies with the adopted Area Plan, the standards of Article 20-06 and all other applicable requirements of the Land Development Code. Section 20-0907.B.4 of the LDC further stipulates that a Minor Subdivision Plat shall not be approved unless it is located in a zoning district that allows the proposed development and complies with the adopted Area Plan, the standards of Article 20-06 and all other applicable requirements of the Land Development Code.

The current zoning for the property is LI, Limited Industrial. No zone change is proposed. This zoning is consistent with the 2024 Fargo Growth Plan and the property is designated within the General Industrial and Flex Warehouse place type. The current LI zoning is consistent with these land use designations. In accordance with section 20-0901.F of the LDC, notices of the proposed plat have been sent out to property owners within 300 feet of the subject property. To date, staff has not received any inquiries about the application. The project has been reviewed by the City's Planning, Engineering, Public Works, Inspections, and Fire Departments. **(Criteria Satisfied)**

2. Section 20-0907.C.4.f of the LDC stipulates that in taking action on a Final Plat, the Board of City Commissioners shall specify the terms for securing installation of public improvements to serve the subdivision.

While this section of the LDC specifically addresses only major subdivision plats, staff believes it is important to note that any improvements associated with the project (both existing and proposed) are subject to special assessments. Special assessments associated with the costs of the public infrastructure improvements are proposed to be spread by the front footage basis and storm sewer by the square footage basis as is typical with the City of Fargo assessment principals. **(Criteria Satisfied)**

Suggested Motion:

"To accept the findings and recommendations of the Planning Commission and staff and move to approve the proposed subdivision plat, **Grafstrom Second Addition** as outlined within the staff report, as the proposal complies with the adopted area plans, the standards of Article 20-06, Sections 20-0907 B and C of the Land Development Code, and all other applicable requirements of the Land Development Code".

Planning Commission Recommendation: May 5, 2026

At the May 5, 2026 Planning Commission hearing, that Commission, by a vote of 9-0 with two Commissioners absent, moved to accept the findings of staff and moved to recommend approval to the City Commission the proposed subdivision plat, **Grafstrom Second Addition** as outlined within the staff report, as the proposal complies with the adopted area plans, the standards of Article 20-06, Sections 20-0907 B and C of the Land Development Code, and all other applicable requirements of the Land Development Code".

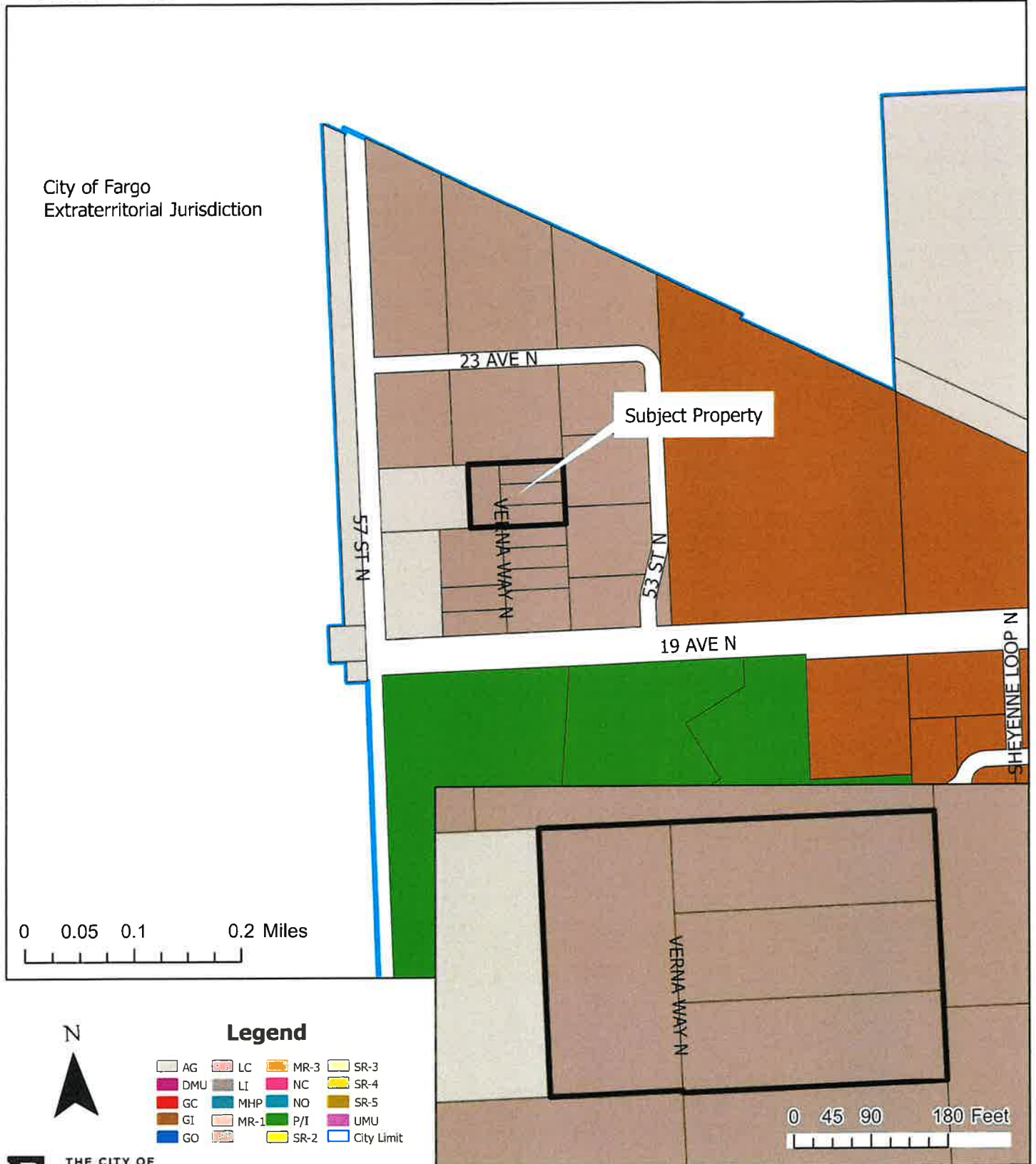
Attachments:

1. Zoning map
2. Location map
3. Preliminary plat
4. Amenities Plan

Minor Subdivision

Grafstrom Second Addition

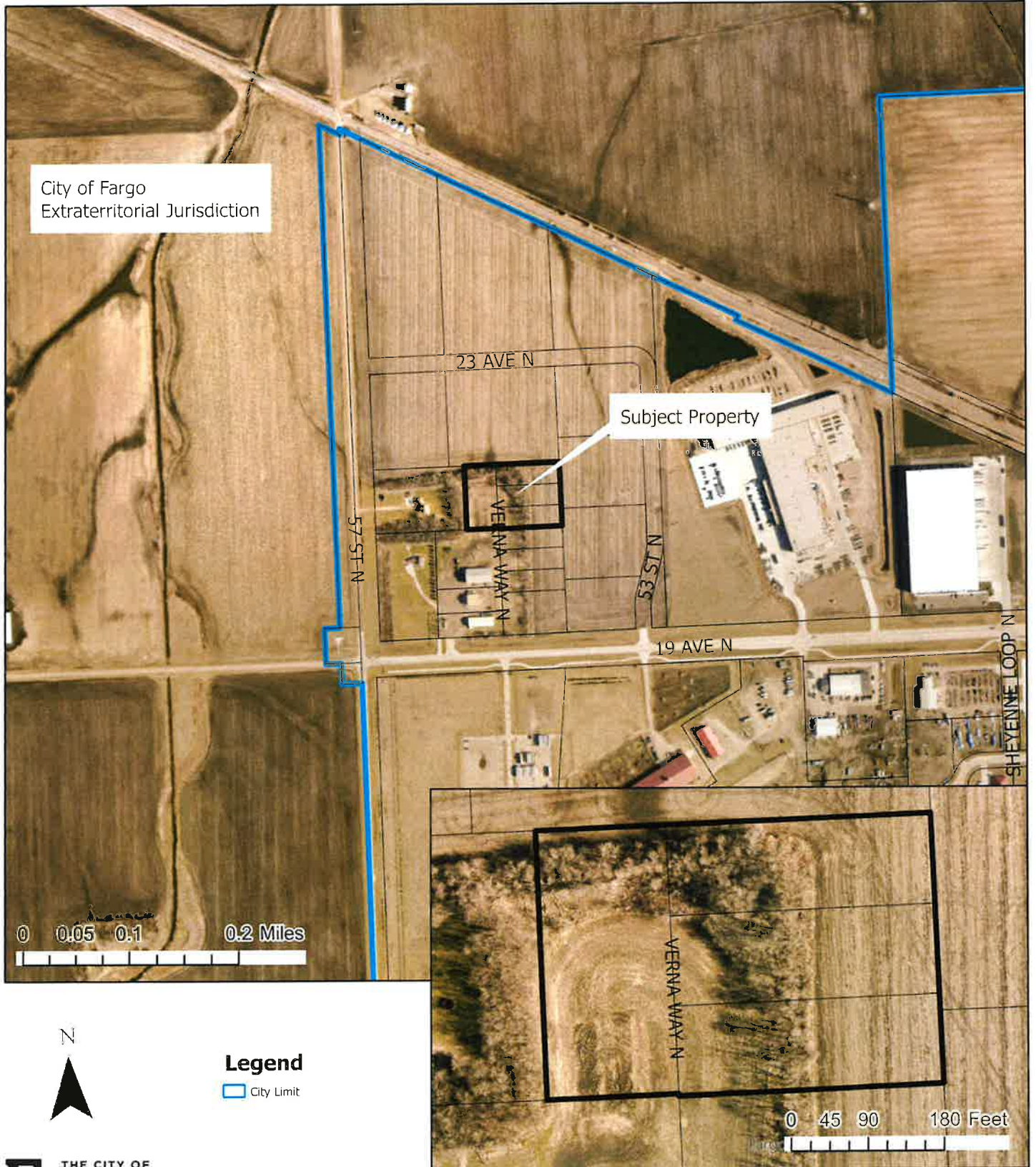
2103, 2131, 2145 and 5525 Verna Way North



Minor Subdivision

Grafstrom Second Addition

2103, 2131, 2145 and 5525 Verna Way North



(A MINOR SUBDIVISION)

AND DEDICATION

ENTS, That Just North of the Horse Park, LLC, a North Dakota limited liability of land located in that part of the Southwest Quarter of Section 28, Township 140 th Principal Meridian, Cass County, North Dakota, being more particularly

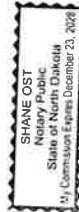
ock 1, GRAEFSTROM FIRST ADDITION, according to the recorded plat rd in the office of the Recorder, Cass County, North Dakota.

re or less, and is subject to all easements, restrictions, reservations and ny.

some described parcel of land to be replatted as "GRAEFSTROM SECOND ADDITION" y, North Dakota.

C.

in the year 2026 before me, a notary public within and for lly appeared Hans Graefstrom, President, Just North of the Horse Park, ility company, known to me to be the person who is described in and ment, and acknowledged to me that he executed the same on behalf of



in the year 2026 before me, a notary public. State, personally appeared known to me to in and who executed the within instrument, and executed the same on behalf of Cornerstone Bank.



SURVEYOR'S CERTIFICATE AND ACKNOWLEDGEMENT

I, Shawn M. Thomsson, Registered Professional Land Surveyor under the laws of the State of North Dakota, do hereby certify that this plat is a correct representation of the survey, that all distances shown are correct and that the monuments for the guidance of future surveys have been located or placed in the ground as shown, and that the outside boundary lines are correctly designated on the plat.

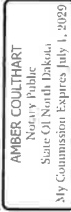
Shawn M. Thomsson Date: 6-9-26
Shawn M. Thomsson, Professional Land Surveyor
North Dakota License Number LS-5900



State of North Dakota }
County of Cass } SS

On this 9 day of June, 2026, before me, a notary public within and for said County and State, personally appeared Shawn M. Thomsson, Registered Professional Land Surveyor. Known to me to be the person who is described in and who executed the within instrument, and acknowledged to me that he executed the same.

Amber Coulthart
Notary Public



CITY OF FARGO ENGINEERING DEPARTMENT APPROVAL

Approved by City Engineer this ___ day of ___, 2026.

Tom Knakmuhs, P.E., City Engineer

State of North Dakota }
County of Cass } SS

On this ___ day of ___ in the year 2026, before me, a notary public within and for said County and State, personally appeared Tom Knakmuhs, P.E., City Engineer known to me to be the person who is described in and who executed the within instrument, and acknowledged to me that he executed the same as City Engineer for the City of Fargo.

Notary Public

CITY OF FARGO

Approved by the _____

Maranda R. Tasa

State of North D
County of Cass

On this ___ da
a notary public w
Maranda R. Tasa
person who is de
acknowledged to
Planning Commi:

Notary Public

FARGO CITY C

Approved by the _____ day of, _

Timothy J. Maho

Attest: _____
Angie Be

State of North D
County of Cass

On this ___ di
me, a notary pub
appeared Timott
the persons who
instrument, and
act and deed on

Notary Public

**Site Amenities and Project Plan
Grafstrom Second Addition
April 13, 2026**

Location: The subject property is legally referred to as Lot 1, Block 1, Grafstrom Second Addition to the City of Fargo, Cass County, North Dakota, a replat of Lots 9, 10, 11, and 12, Block 1, Grafstrom First Addition.

Details: The project includes one (1) LI, Limited Industrial zoned lot. As approved, the project is intended to be developed as a limited industrial development, pursuant to the LDC.

Right of Way (ROW): No public right of way dedications are required as part of Grafstrom Second Addition.

All applicable requirements of the Grafstrom First Addition Amenities Plan carry through to the Grafstrom Second Addition.

This Amenities Plan is hereby approved.

Hans Grafstrom, President
Just North of the Horse Park, LLC
Owner: Lot 1, Block 1

date

Tom Knakmuhs, City Engineer

date

29

City of Fargo Staff Report			
Title:	Lenthe's Second Addition	Date:	4/29/2026 6/18/2026
Location:	2825, 2901, 2903, 2905, 2907, 3001, 3003, 3005, 3007, 3039, 3041, 3043, and 3045 Main Avenue	Staff Contact:	Donald Kress, planning coordinator
Legal Description:	Lots 1, 2, and 3, Block 1, Lenthe's First Addition		
Owner(s)/Applicant:	Farmers Union Oil Company of Moorhead, MN, d/b/a Petro Serve USA / Lowry Engineering, Inc.	Engineer:	Lowry Engineering, Inc.
Entitlements Requested:	Minor Subdivision (Replat Lots 1, 2, and 3, Block 1, Lenthe's First Addition, City of Fargo, Cass County, North Dakota,)		
Status:	City Commission Consent Agenda: June 22 nd , 2026		
Existing		Proposed	
Land Use: Retail sales and service; vehicle repair; vacant commercial space;		Land Use: No change	
Zoning: GC, General Commercial;		Zoning: No change	
Uses Allowed: GC allows colleges, community service, daycare centers of unlimited size, detention facilities, health care facilities, parks and open space, religious institutions, safety services, adult entertainment centers, offices, off-premise advertising, commercial parking, outdoor recreation and entertainment, retail sales and service, self storage, vehicle repair, limited vehicle service, aviation, surface transportation, and major entertainment events.		Uses Allowed: No change	
Maximum Lot Coverage Allowed: 85%		Maximum Lot Coverage Allowed: No change	

Proposal:

The applicant requests one entitlement:

1. A minor subdivision, entitled **Lenthe's Second Addition** which is a replat of Lots 1, 2, and 3, Block 1, Lenthe's First Addition, City of Fargo, Cass County, North Dakota.

This project was reviewed by the City's Planning and Development, Engineering, Public Works, and Fire Departments ("staff"), whose comments are included in this report.

Surrounding Land Uses and Zoning Districts:

- North: GC, General Commercial, with Burlington Northern Santa Fe railroad tracks; north across the tracks is zoned LI, Limited Industrial, with warehouse use.
- East: GC, with commercial uses (auto sales)
- South: Across Main Avenue LI, Limited Industrial with warehouse, light manufacturing, and vacant land uses

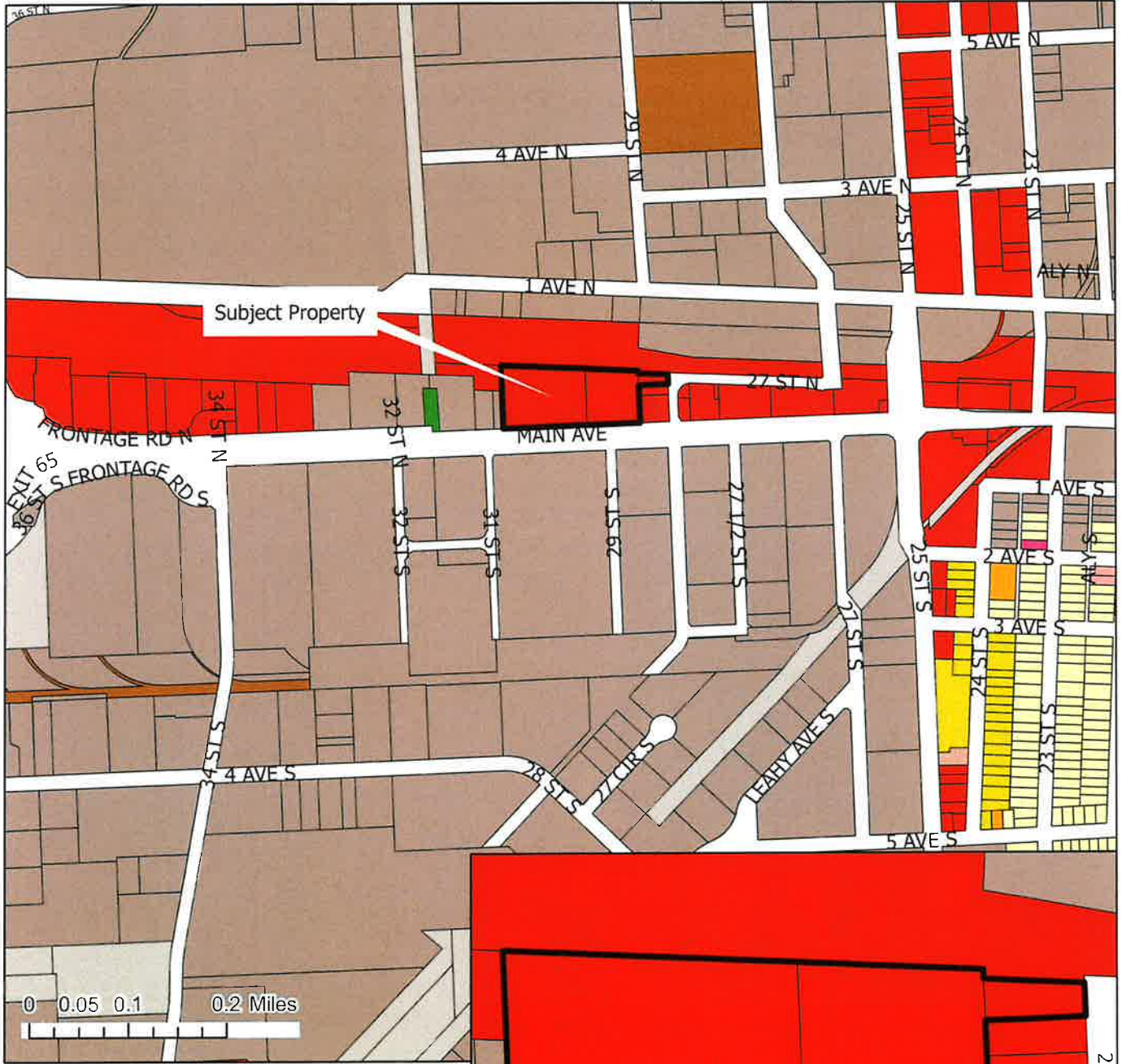
<ul style="list-style-type: none"> • West: LI, Limited Industrial and GC, General Commercial with retail sales and railroad right of way uses
<p>Area Plans:</p>
<p>The Fargo Growth Plan 2024 designates the place type of the subject property as “Transitional Industrial/Commercial.” The existing GC, General Commercial zoning and commercial uses are consistent with this place type designation. No zone change is proposed.</p>
<p>Context</p>
<p>Schools: The subject property is located within the Fargo School District and is served by Madison Elementary, Ben Franklin Middle and North High schools.</p> <p>Neighborhood: The subject property is not located within a designated neighborhood.</p> <p>Parks: Jefferson Park (1904 4th Avenue S South) is located approximately over ¾ of a mile southeast of the subject property and offers the amenities of basketball, picnic table, playgrounds, and recreational trails, soccer, skatepark.</p> <p>Pedestrian / Bicycle: There are no bicycle facilities along Main Avenue at this location.</p> <p>MATBus: There are no MATBus routes along Main Avenue.</p>
<p>Staff Analysis:</p>
<p>The plat will replat the existing three lots of Lenthe’s First Addition into a different three-lot configuration. The exterior boundaries of the subdivision will not change. All of the property to be platted is zoned GC, General Commercial. No zone change is proposed. The area fronting Main Avenue is entirely developed with retail, restaurant, and convenience store uses. Some portions of the property will be redeveloped, including a new convenience store.</p> <p>ACCESS: Access from Main Avenue will be revised from the current three access points to two access points. One access point will be shared by Lots 1 and 2, Block 1 and one access point will be on Lot 1, Block 1. Access from Main Avenue will otherwise be prohibited by the negative access easement depicted on the plat.</p> <p>Access from the west by way of 27th Street South through the North Dakota Department of Transportation-owned property will remain.</p> <p>Existing private access easements on the subject property that were created with Lenthe’s First Addition will be vacated, and new access easements will be created with this subdivision.</p> <p>An encroachment agreement between the City and the property owner, approved by the City Commission on June 8th, 2026, addresses the parking lot encroachments into the Main Avenue right of way. These encroachments will be allowed to remain at this time, but will need to be eliminated when the subject property is redeveloped. The plat will eliminate some other existing encroachments into the Main Avenue right of way.</p>
<p>SUBDIVISION</p> <p>The LDC stipulates that the following criteria are met before a minor subdivision can be approved:</p> <ol style="list-style-type: none"> 1. Section 20-0907.B.3 of the LDC stipulates that the Planning Commission recommend approval or denial of the application, based on whether it complies with the adopted Area Plan, the standards of Article 20-06 and all other applicable requirements of the Land Development

<p>Code. Section 20-0907.B.4 of the LDC further stipulates that a Minor Subdivision Plat shall not be approved unless it is located in a zoning district that allows the proposed development) and complies with the adopted Area Plan, the standards of Article 20-06 and all other applicable requirements of the Land Development Code.</p> <p>This subdivision is intended to replat three existing lots in one block into a different configuration of three lots and one block. The Fargo Growth Plan 2024 designates the place type of the subject property as “Transitional Industrial/Commercial. The subject property is zoned GC, General Commercial. This zoning is consistent with the place type designation. This zoning allows the proposed land uses of redevelopment of existing commercial uses. No zone change is proposed. In accordance with Section 20-0901.F of the LDC, notices of the proposed plat have been sent out to property owners within 300 feet of the subject property. To date, staff has received and responded to one inquiry regarding this property. The project has been reviewed by the city’s Planning, Engineering, Public Works, Inspections, and Fire Departments. (Criteria Satisfied)</p>
<p>2. Section 20-0907.C.4.f of the LDC stipulates that in taking action on a Final Plat, the Board of City Commissioners shall specify the terms for securing installation of public improvements to serve the subdivision.</p> <p>While this section of the LDC specifically addresses only major subdivision plats, staff believes it is important to note that any improvements associated with the project (both existing and proposed) are subject to special assessments. Special assessments associated with the costs of the public infrastructure improvements are proposed to be spread by the front footage basis and storm sewer by the square footage basis as is typical with the City of Fargo assessment principles. (Criteria Satisfied)</p>
<p>Suggested Motion: “To accept the findings and recommendations of the Planning Commission and staff and move to approve the proposed Lenthe’s Second Addition, as outlined in the staff report, as the proposal complies with the Fargo Growth Plan 2024, Sections 20-0907 B and C and Standards of Article 20-06 of the Land Development Code, and all other applicable requirements of the Land Development Code.”</p>
<p>Planning Commission Recommendation: May 5th, 2026</p>
<p>At the May 5th, 2026 Planning Commission hearing, that Commission, by a vote of 9-0 with two Commissioners absent, moved to accept the findings and recommendations of staff and moved to recommend approval to the City Commission of the proposed Lenthe’s Second Addition, as outlined in the staff report, as the proposal complies with the Fargo Growth Plan 2024, Sections 20-0907 B and C and Standards of Article 20-06 of the Land Development Code, and all other applicable requirements of the Land Development Code.</p>
<p>Attachments:</p> <ol style="list-style-type: none"> 1. Zoning Map 2. Location Map 3. Preliminary Plat

Minor Subdivision

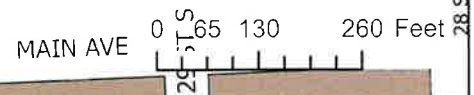
Lenthe's Second Addition

2825, 2901, 2903, 2905, 2907, 3001, 3003, 3005, 3007, 3039, 3041, 3043 and 3045 Main Avenue



Legend

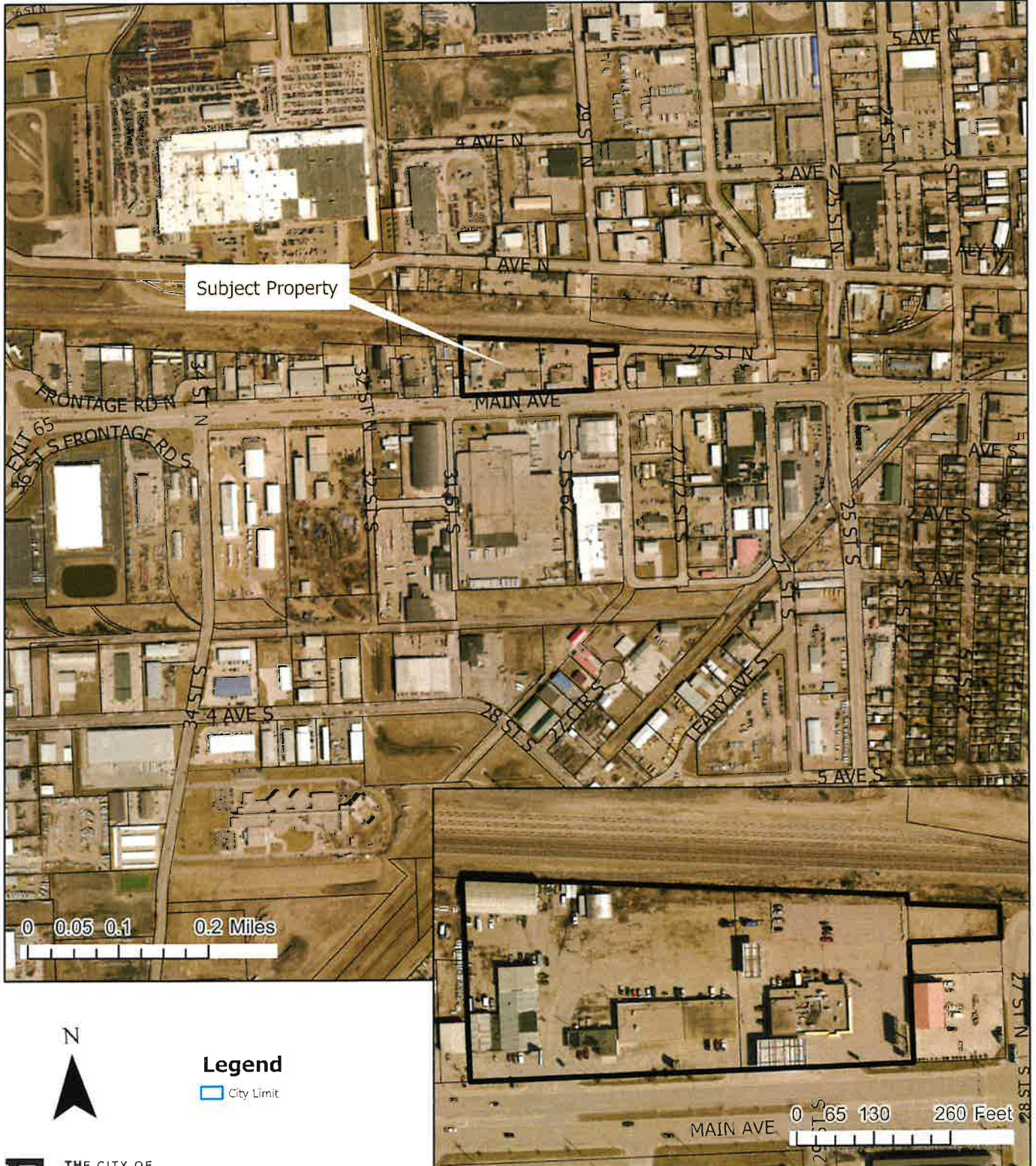
AG	LC	MR-3	SR-3
DMU	LI	NC	SR-4
GC	MHP	NO	SR-5
GI	MR-1	P/I	UMU
GO	SR-2	City Limit	



Minor Subdivision

Lenthe's Second Addition

2825, 2901, 2903, 2905, 2907, 3001, 3003, 3005, 3007, 3039, 3041, 3043 and 3045 Main Avenue



A MINOR SUBDIVISION PLAT OF
LENTHIE'S SECOND ADDITION
 A REPLAT OF LOT 1, 2, AND 3 BLOCK 1 OF LENTHIE'S FIRST ADDITION TO THE CITY OF FARGO, CASS COUNTY, NORTH DAKOTA



FOR RECORDING PURPOSES ONLY



- NOTES
1. ALL DISTANCES ARE GROUND DISTANCES.
 2. FOR THE PURPOSES OF PROVIDING PUBLIC ACCESS TO AND FROM 27TH STREET NORTH FOR LOTS 1, 2, AND 3 OF THIS PLAT, THE ADJACENT PROPERTY AND 100' TO 131' 8.88" (131' 8.88" TO 131' 8.88") FROM PANEL 380 (CODING, DATED JANUARY 18, 2015), OF THE FARGO 1954 PLAT, SHALL BE CONSIDERED AS A 10' UTILITY EASEMENT.
 3. SEPARATELY FROM THIS DOCUMENT DURING CONSTRUCTION BETWEEN THE OWNER AND CITY.
 4. NEGATIVE ACCESS EASEMENT AS NOTED ON THIS PLAT IS AN EASEMENT DEDICATED AS PART OF THE RIGHT OF WAY LOTS ADJACENT TO SUCH STREET OR WAY. THE NEGATIVE ACCESS EASEMENT IS NOT A STRIP OF LAND OF ANY CERTAIN WIDTH, BUT A LINE CONTIGUOUS WITH THE BOUNDARY OF THE ADJACENT LOT OR LOTS.

SURVEY INFORMATION

DATE OF SURVEY: DECEMBER 2005
 BOOK OR RECORD: 100007
 SYSTEM: DECEMBER 1992 US SURVEY
 VERTICAL DATUM: NAVD83

- LEGEND**
- MONUMENT SET
 - EXISTING EASEMENT
 - NEW EASEMENT
 - SECTION LINE
 - NEW PROPERTY LINE
 - NEW EASEMENT
 - NEW NEGATIVE ACCESS EASEMENT
 - 100' BUFFER ZONE
 - 100' BUFFER ZONE

SHEET: T2 01 3

LOWRY
 ENGINEERING
 5306 51ST AVENUE SOUTH SUITE A
 FARGO, NORTH DAKOTA 58104

REPORT OF ACTION

UTILITY COMMITTEE

30

Project No. WA2502

Type: Change Order #2

Location: Water Treatment Plant

Date of Hearing: 6/10/2026

<u>Routing</u>	<u>Date</u>
City Commission	6/22/2026
Project File	

Dan Portlock, Assistant Water Utility Director, presented change order #2 for the water tower demolition project (#2, #3, and #8) in the amount of \$143,000 for additional work related to the project. The additional work included underground work, testing/removal contaminated soil, contractor downtime, fence replacement, and a fuel tank removal. The additional work was necessary to address unforeseen site conditions encountered during demolition and excavation activities.

MOTION:

On a motion by Scott Olson, seconded by Thomas Knackmus, the Utility Committee voted to approve the change order No. 2 for project number WA2502 in the amount of \$143,000.

<u>COMMITTEE:</u>	<u>Present</u>	<u>Yes</u>	<u>No</u>	<u>Unanimous</u>
				X

Denise Kolpack, City Commissioner	X
Brenda Derrig, Assistant City Administrator	
Susan Thompson, Finance Director	X
Brian Ward, Water Plant Supt.	
Mark Miller, Wastewater Plant Supt.	X
Bruce Grubb, Temp. Asst. City Administrator	X
Vacant, City Forester	NA
James Hausauer, Water Recl. Utility Director	X
Troy Hall, Water Utility Director	X
Ben Dow, Public Works Operations Director	X
Tom Knakmuhs, City Engineer (Nathan Boerboom)	X
Dan Portlock, Assistant Water Utility Director	X
Scott Olson, Solid Waste Utility Director	X

ATTEST:


 Dan Portlock, PE
 Assistant Water Utility Director

C: Tim Mahoney, Mayor
Commissioner Strand
Commissioner Piepkorn
Commissioner Turnberg

MEMORANDUM
June 5th, 2026

To: Utility Committee

From: Dan Portlock, PE Assistant Water Utility Director *DP*

Re: WA2502 Change Order #2 for the Water Tower Demolitions (2, 3, 8) Project

Please find proposed Change Order No. 2 in the amount of \$143,000, which covers additional work associated with the demolition of Water Towers 2, 3, and 8.

The majority of this change order is attributable to unforeseen contaminated materials encountered at the foundation of Tower No. 3. During excavation, a significant volume of fuel and oil contaminated soil was discovered that required environmental testing, regulatory coordination, and proper off-site disposal in accordance with applicable requirements. These conditions were not identifiable prior to excavation and resulted in unavoidable delays while the contractor awaited testing results and direction before proceeding safely and in compliance.

In addition to the environmental work at Tower No. 3, the change order also includes costs associated with additional underground work and the removal of the pump house building at Tower No. 8, as well as fence replacement at Tower No. 2.



Contaminated Soil Tower #3

Plan of Financing

This project will be funded through infrastructure sales tax and is part of our Capital Improvements Plan (CIP)

SUGGESTED MOTION:

Approve change order #2 for the Water Tower Demolitions project (2, 3, 8) in the amount of \$143,000.

Your consideration in this matter is greatly appreciated.

Change Order No. 2

Date of Issuance: May 8, 2026
 Owner: City of Fargo, ND
 Contractor: BC Excavating
 Engineer: Apex Engineering Group
 Project: Water Tower Demolitions – Towers 2, 3, and 8

Effective Date: May 8, 2026
 Owner's Contract No.: WA2502
 Contractor's Project No.: N/A
 Engineer's Project No.: 24.351.0109
 Contract Name: Water Tower Demolitions – Towers 2, 3, and 8

The Contract is modified as follows upon execution of this Change Order:

Description: Increase in contract price for keeping the pump house that BC Excavating had originally planned to sell after removal at tower #8. Increase in contract price for labor, materials, permit acquisition, and equipment for the removal of the fuel tank at tower #3. Increase in contract price for the removal of asbestos from all three tower sites. Increase in contract price for removal, testing, and associated down time for the contaminated soil at tower #3. Increase of contract price for replacement of fencing at tower #2. Increase in contract price for additional underground work at tower #8.

Attachments:

BC Excavating Price Adjustment for Work Change Directive No. 3, No. 4, No. 5, and No. 6 with comments from Apex Engineering.
 Letter of Explanation for Change Order No. 2

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIMES
Original Contract Price: <u>\$ 1,295,335.35</u>	Original Contract Times: Substantial Completion: <u>October 30, 2025</u> Ready for Final Payment: <u>November 30, 2025</u>
Decrease from previously approved Change Orders No. <u>0</u> to No. <u>1</u> : <u>\$ 18,025</u>	[Increase] [Decrease] from previously approved Change Orders No. <u> </u> to No. <u> </u> : Substantial Completion: <u>N/A</u> Ready for Final Payment: <u>N/A</u>
Contract Price prior to this Change Order: <u>\$ 1,277,310.35</u>	Contract Times prior to this Change Order: Substantial Completion: <u>October 30, 2025</u> Ready for Final Payment: <u>November 30, 2025</u>
Increase of this Change Order: <u>\$143,000</u>	Increase of this Change Order: Substantial Completion: <u>October 30, 2025</u> Ready for Final Payment: <u>May 22, 2026</u>
Contract Price incorporating this Change Order: <u>\$1,420,310.35</u>	Contract Times with all approved Change Orders: Substantial Completion: <u>October 30, 2025</u> Ready for Final Payment: <u>May 22, 2026</u>

RECOMMENDED:	ACCEPTED:	ACCEPTED:
By: _____	By: _____	By: <u>B. Schmidt</u>
Engineer (if required)	Owner (Authorized Signature)	Contractor (Authorized Signature)
Title: <u>Project Manager</u>	Title: _____	Title: <u>Project Manager</u>
Date: _____	Date: _____	Date: <u>5/11/2026</u>

Approved by Funding Agency (if applicable)

By: _____ Date: _____

Title: _____

BC EXCAVATING

109 OXBOW DR - OXBOW, ND 58047
SCHMIDT219@LIVE.COM
701-388-0745

March 18, 2026

Attn: Chloe Anderson

Apex Engineering

4733 Amber Valley Parkway S

Fargo, ND 58104

Please find our pricing for the changes to Apex Project Number 24.351.0109, City of Fargo Project Number WA2502:

- 1. Tower 8 Pump House Building \$4,500
- 2. Tower 8 Underground work \$3,500
- 3. Tower 3 - Down Time for Contaminate 9/18-10/01
 - \$1,122/hour x 12 hours per day x 9 days ~~\$121,230~~
 - PC360 Excavator (\$281.25 per hour) \$98,605.79
 - PC210 Excavator (\$206.25 per hour)
 - Skidsteer (\$138.75 per hour)
 - Packer (\$131.25 per hour)
 - Concrete Breaker (\$100 per hour)
 - Labor (\$265 per hour 3 employees)
- 4. Removal & Testing of Contaminate at Tower 3 \$20,982.21

- Dig out contaminate (\$3,080)
- Loading contaminate (\$2,280)
- Hauling out contaminate (\$2,960)
- Hauling clay in (\$1,480)
- Clay (126 yards @8/yd = \$1,008)
- Packer (\$1,480)
- Testing fees (\$5,340.89 – no markup)
- 4 hours for Removal and storage of contaminated water in totes (\$353.32)
- Disposal fee for contaminated water (\$1,500)
- 4 hours @375/hour using PC360 to locate contaminate boundaries (\$1,500)

5. Fence Replacement at Tower 2

\$2360

6. Asbestos Removal on pump houses for Towers 2 and 3
(\$1,750 per Tower)

\$3,500

7. Tower 3 Fuel Tank (Emergency Food Pantry Building)

\$9,552

- 3 Laborers (11 hours x \$265/hr = \$2,915)
- Fuel Removal (500 gallons x \$3/gallon = \$1,500)
- Excavator (8 hours x \$285/hr = \$2,280)
- Skidsteer (6 hours x \$185/hr = \$1,110)
- 2 Dumptrucks (4 hours x \$140/hr x 2 = \$1,120)
- Loads of clay (\$8/yard x 16 yards/load x 4 loads = \$512)
- Tank permit and Dry Ice (\$115)

TOTAL PRICE CHANGE ~~\$165,624.21~~
\$143,000.00



Letter of Explanation Change Order No. 2

Water Tower Demolition – Towers No. 2, No. 3 and No. 8
Apex No. 24.351.0109

Item No. 1 – Tower No. 8 Pump House Building: ADD 1 LS @ \$4,500.00. After Contract award, the school district decided to keep the pump house in place that was called to be removed in the original Contract. The Contractor had planned to sell the pump house after removal for \$4,500. It was decided that the City would reimburse the Contractor the \$4,500 to keep the pump house in place. *Total increase in Cost due to this Change: \$4,500.00.*

Item No. 2 – Tower No. 8 Underground Work: ADD 1 LS @ \$3,500.00. During the Tower No. 8 watermain termination, the Contractor discovered while excavating that due to the location of existing fittings and existing conditions of the watermain, they would be unable to terminate the watermain to plan. This resulted in the Contractor making a second trip out to the site and excavating the area to terminate the watermain. *Total Increase in Cost due to this Change: \$3,500.00.*

Item No. 3 – Tower No. 3 Downtime for Contaminated Materials: ADD 1 LS @ \$98,605.79. During removal of the Tower No. 3 foundation slab, the Contractor discovered contaminated soil located underneath the slab. This delayed the completion of the work at Tower #3 by 9 working days to allow for testing to determine the extent of removal and disposal methods of the contaminated materials. The Costs included in this item are hours for equipment on site and labor for the 9-day downtime period. *Total Increase in Cost due to this Change: \$98,605.79.*

Item No. 4 – Testing and Removal of Contaminated Materials: ADD 1 LS @ \$20,982.21. During removal of the Tower No. 3 foundation slab, the Contractor discovered contaminated soil underneath the slab. This contaminated soil had to be tested to determine removal extent and disposal methods for the contaminated soil. This increase in Cost includes labor and fees for removing and disposing of contaminated soil, testing fees, removal and disposal of contaminated water, and time and materials for fill of the contaminated area. *Total Increase in Cost due to this Change: \$20,982.21.*

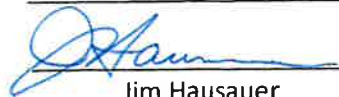
Item No. 5 – Fence Replacement at Tower No. 2: ADD 1 LS @ \$2,360.00. After Contract award, the Harm Reduction Center located next to Tower #2 preferred that the fencing that was called to be removed remained in place. A portion of the fencing was removed during demolition of Tower #2 for equipment access and reinstalled after demolition. This increase in Cost is for labor for reinstalling that portion of the fence. *Total Increase in Cost due to this Change: \$2,360.00.*

Item No. 6 –Asbestos Removal at Towers No. 2 and No. 3: ADD 1 LS @ \$3,500.00. After Contract award, materials composed of asbestos were discovered in portions of the pump houses at Towers No. 2 and No. 3. This increase in Cost is for removal and disposal of materials containing asbestos. *Total Increase in Cost due to this Change: \$3,500.00.*

Item No. 7 –Tower No. 3 Fuel Tank Removal: ADD 1 LS @ \$9,552.00. After Contract award, it was discovered that there was a buried fuel tank located under the abandoned emergency food pantry building. It was decided that this fuel tank was to be removed by the Contractor to clear the property completely. This Item includes permit fees for tank removal, labor involved for removal of the buried fuel tank, disposal of fuel, and material brought onto the site to fill the area where the tank was located. *Total Increase in Cost due to this Change: \$9,552.00.*

COMMITTEE:	Present	Yes	No	Unanimous	X
					X
					Proxy
Denise Kolpack, City Commissioner					
Susan Thompson, Finance Director	X	X	Virtual		
Brian Ward, Water Plant Superintendent					
Mark Miller, Water Reclamation Plant Supt.	X	X			
Bruce Grubb, Temp. PT City Administrator	X	X			
Vacant, 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	Virtual		
Tom Knakmuhs, City Engineer	X	X			
Dan Portlock, Water Utility Engineer	X	X			
Brenda Derrig, Asst. City Administrator					

ATTEST:



 Jim Hausauer
 Water Reclamation Utility Director

- C: Mayor Mahoney
 Commissioner Strand
 Commissioner Piepkorn
 Commissioner Turnberg

Memorandum

June 10th, 2026

To: Utility Committee
From: Jim Hausauer, Water Reclamation Utility Director *JH*
RE: Effluent Reuse Facility-Ownership Transfer
Cass Rural Water Users District & City of Fargo

Background

The ND Soybean Processors (NDSP) have constructed a soybean processing facility near Casselton, ND and utilize water & wastewater services from the City of Fargo and Cass Rural Water Users District (CRWUD). An executed Memorandum of Understanding (MOU) involved a three-party agreement between the NDSP, CRWUD and the City of Fargo. In the MOU, the City agreed to sell treated wastewater to CRWUD, and CRWUD will sell treated wastewater to NDSP for use at its soybean processing plant. The parties each agreed to perform certain obligations, including the financing, construction, operation, and maintenance of the infrastructure necessary for delivery of treated wastewater and for the return of plant wastewater to and from the soybean processing plant. Improvements necessary to satisfy the request include construction of an additional Effluent Reuse Facility (ERF) and a transmission pipeline to deliver water from the Fargo ERF and wastewater return pipeline from NDSP. CRWUD provided financing for the infrastructure improvements, with the NDSP repaying the debt. Now that start-up is complete, the ERF infrastructure will now be transferred/owned by the City of Fargo.

Ownership Transfer

CRWUD agreed to construct the project, including a membrane treatment plant and a treated wastewater pump station. The City agreed to allow CRWUD to construct the membrane treatment plant and the pumping station on property owned by the City, through a ground lease for these construction activities. The District was responsible for insuring the membrane treatment plant and pumping station through the start-up period. Following the start-up period, CRWUD will transfer ownership of the membrane treatment plant and pumping station to the City in exchange for payment of Ten Dollars (\$10.00). CRWUD will cooperate to enforce warranties and indemnities on behalf of the City. This ownership transfer will commence upon the effective date of the attached agreement.

Recommended Motion

Approve the attached Bill of Sale between Cass Rural Water User District and the City of Fargo for the purposes of ownership transfer of the Effluent Reuse Facility to the City of Fargo.

BILL OF SALE

THIS BILL OF SALE is made this _____ day of _____, 2026, by and between the Cass Rural Water Users District, a North Dakota political subdivision, whose post office address is 131 Maple Street, P.O. Box 98, Kindred, North Dakota 58051 (the “District”); and the City of Fargo, a North Dakota municipal corporation, whose post office address is 225 4th Street North, Fargo, North Dakota 58102 (the “City”).

RECITALS

A. The District and the City entered into a Memorandum of Understanding, dated August 29, 2022 (the “MOU”), with North Dakota Soybean Processors, LLC (“NDSP”), for the construction and operation of infrastructure to supply treated wastewater to NDSP and to treat wastewater return flow from NDSP (the “Project”).

B. Capitalized terms in this Bill of Sale that are not otherwise defined will have the meanings set forth in the MOU.

C. As part of the MOU, the District agreed to construct a Membrane Treatment Plant and Treated Wastewater Pumping Station (collectively, the “Effluent Reuse Facility”) on real property owned by the City, and leased to the District through a Ground Lease dated October 31, 2022 (the “Ground Lease”), in the location identified in **Exhibit A**.

D. Following the completion of construction and Start-up, the parties agreed that the District would transfer ownership and insurance, operation, and maintenance responsibilities of the Effluent Reuse Facility to the City and that the Ground Lease would terminate.

E. The District and the City agree that construction and Start-up have reached successful completion and now desire to transfer ownership and insurance, operation, and maintenance responsibilities of the Effluent Reuse Facility to the City and to terminate the Ground Lease in accordance with the terms of the MOU.

In consideration of the mutual covenants contained in this Bill of Sale, and other good and valuable consideration, the receipt and sufficiency of which the Parties acknowledge, the Parties agree as follows:

AGREEMENT

1. Start-up and Final Completion. The District remained responsible for all utility payments for the Effluent Reuse Facility through the effective date of Start-up and the six-month Start-up period; the parties agree successful Start-up occurred on October 22, 2024, and the successful six-month Start-up period was completed on April 22, 2026 (the “Start-up Completion Date”). Final completion of the Effluent Reuse Facility, including final inspection and acceptance, was on June 11, 2025. The parties agree Start-up was successfully completed under Section 3.1.1 of the MOU, allowing for the District’s sale of the Effluent Reuse Facility to the City.

***Cass Rural Water Users District
City of Fargo
Bill of Sale – NDSP Effluent Refuse Facility***

Page 2

2. **Purchase.** The District hereby sells, and the City hereby purchases, the Effluent Reuse Facility constructed as a part of the Project and pursuant to the MOU. The District has delivered the Effluent Reuse Facility to the City, and the City hereby assumes ownership and insurance, operation, and maintenance responsibilities regarding the Effluent Reuse Facility. The District retains no on-going obligations with respect to the Effluent Reuse Facility aside from remitting remaining debt service payments pledged to obligations issued for construction of the Effluent Reuse Facility. The City was responsible for all utility payments regarding the Effluent Reuse Facility beginning on the Start-up Completion Date. The Effluent Reuse Facility is, as of the effective date of this Bill of Sale, not subject to any mortgages, liens, or encumbrances.

3. **Assignment of Warranties.** With the sale of the Effluent Reuse Facility to the City, the District hereby assigns any and all existing contractor or vendor warranties for the Effluent Reuse Facility, or any components thereof, to the City to the extent permissible under such contractor and vendor agreements. The District is not currently pursuing any rights or remedies against a contractor or vendor available to it under a respective agreement or under applicable law; in the event the City concludes pursuit of any rights or remedies is necessary, the District will provide reasonable assistance.

4. **Purchase Price.** The purchase price for the Effluent Reuse Facility is Ten and No/100 Dollars (\$10.00), receipt of which is acknowledged by the District.

5. **Ground Lease Termination.** The parties agree that the Ground Lease is hereby terminated and that neither party owes any outstanding obligations to the other under the Ground Lease.

6. **Acknowledgment.** The District and the City acknowledge that they have the full authority and approval to execute this Bill of Sale.

7. **MOU.** The parties agree that this Bill of Sale satisfies the District's obligations set forth in Section 3.1.1 regarding the Effluent Reuse Facility and that the District has no remaining obligations to the City regarding the Effluent Reuse Facility under the MOU. The parties additionally agree and acknowledge that the MOU remains in full force and effect.

8. **Severability.** If any court of competent jurisdiction declares any provision or part of this Bill of Sale invalid or unenforceable, all remaining terms and provisions of this Bill of Sale will remain binding and enforceable. The parties, however, will reconvene good faith negotiations and will reform or replace any invalid, illegal, or unenforceable provision or portion of the Bill of Sale with an alternative provision that is enforceable and bears as close resemblance as possible to any provision determined invalid, illegal, or unenforceable.

9. **Headings.** Headings in this Bill of Sale are for convenience only and will not be used to interpret or construe its provisions.

10. **Interpretation.** This Bill of Sale will be construed as if prepared by both parties.

***Cass Rural Water Users District
City of Fargo
Bill of Sale – NDSP Effluent Refuse Facility***

11. Effective Date. This Bill of Sale will become effective on the date of execution by the last party to sign.

12. Governing Law. This Bill of Sale will be construed and enforced in accordance with North Dakota law. Any litigation arising out of this Bill of Sale will be venued in North Dakota State District Court in Cass County, North Dakota. The parties waive any objection to personal jurisdiction or venue, and neither party can or will assert the law of any other state, country, or jurisdiction to avoid liability or to challenge jurisdiction or venue.

(Signatures appear on the following pages.)

*Cass Rural Water Users District
City of Fargo
Bill of Sale – NDSP Effluent Refuse Facility*

IN WITNESS WHEREOF, the Parties executed this Bill of Sale on the date written above.

CASS RURAL WATER USERS DISTRICT



Todd Ellison, President

ATTEST:



Barry Bowman, Secretary

Approved: 5-28, 2026

***Cass Rural Water Users District
City of Fargo
Bill of Sale – NDSP Effluent Refuse Facility***

CITY OF FARGO

Timothy J. Mahoney, Mayor

ATTEST:

Susan Thompson, City Auditor

Approved: _____, 2026

Exhibit A
Map of Effluent Reuse Facility

