FARGO CITY COMMISSION AGENDA
Monday, October 12, 2026 – 5:00 P.M.

Executive Session at 4:00 p.m.

Roll Call.

PLEASE NOTE: The City Commission will convene at 4:00 p.m. and retire into Executive Session in the Red River Room for the purpose of receiving its attorney's advice and guidance regarding reasonably predictable litigation with Tallgrass Trail, LLC, including the legal risks, strengths and weaknesses of the City's position, and to discuss negotiating strategy or provide negotiating instructions to its attorney or other negotiator regarding the potential litigation. Discussing these matters in an open meeting would have an adverse fiscal effect on the bargaining and/or litigating position of the City. Accordingly, an Executive Session for these purposes 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, September 28, 2026).

CONSENT AGENDA:

1. Application for Abatement or Refund of Taxes #4643 for property located at 1630 9th Avenue South requesting a reduction in value for 2026 from $201,700.00 to $186,900.00; staff is recommending a reduction in value to $186,900.00 for 2026.

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

3. Receive and file an Ordinance Amending Section 8-0101 of Article 8-01 of Chapter 8 of the Fargo Municipal Code Relating to Definitions.

4. Receive and file an Ordinance Amending Section 8-2002 of Article 8-20 of Chapter 8 of the Fargo Municipal Code Relating to Operation of Motorized Scooters-Regulations.

5. 2nd reading, waive reading and final adoption of an Ordinance Amending Section 8-1606 of Article 8-16 of Chapter 8 of the Fargo Municipal Code Relating to Parking Tickets; 1st reading, 9/28/26.

6. 2nd reading, waive reading and final adoption of an Ordinance Rezoning Certain Parcels of Land Lying in Christianson 32nd Avenue South Fourth Addition to the City of Fargo, Cass County, North Dakota; 1st reading, 9/28/26.

7. Direct the City Attorney's Office to review the City's lodging tax Ordinances relating to collection and enforcement of its lodging taxes.

8. Applications for Games of Chance.

9. Site Authorizations for Games of Chance.

10. Assignment of existing Master Services Agreement from Patchin Messner Valuation Counselors to CBRE, Inc.

11. Reimbursement to Brookstone Companies in the amount of $269,800.00 for repair and backfill of old borrow site located at 3808 51st Street South.

12. Easement Payment Agreement with Otter Tail Power Company, Great River Energy and Minnesota Power for a transmission line connecting the substation south of Reile's Acres to a substation near Brainerd, Minnesota.

13. Engineering Services Agreement Amendment No. 6 in the amount of $49,376.00 for Improvement District No. BR-23-G0.

14. North Dakota Department of Transportation Preliminary Engineering Reimbursement Agreement for Improvement District No. BR-29-B1.

15. Change Order No. 2 in the amount of $11,409.97 for Improvement District No. PN-26-A1.

16. Change Order No. 1 in the amount of $16,127.11 and a 5-day time extension to Phase 3, Substantial and Final Completion Dates extending them to 10/14/2026 and 11/13/2026 for Improvement District No. BR-26-C1.

17. Change Order No. 1 in the amount of $162,465.00 and a 23-day time extension to the Substantial and Final Completion Dates extending them to 11/23/26 and 12/23/26 for Improvement District No. UR-26-F1.

18. Bid award to Meyer Contracting Inc. in the amount of $23,569,476.65 for Improvement District No. BR-23-A3.

19. Create Improvement District No BR-27-C and adopt Resolution of Necessity (Paving and Utility Rehab/Reconstruction).

20. Change Order No. 2 in the amount of $11,556.00 for Project No. TM-26-B1.

21. Change Order No. 1 in the amount of $106,952.00 and a 4-day time extension to the Substantial and Final Completion Dates extending them to 10/6/2026 and 11/10/2026 for Project No. FM-15-J3.

22. Negative Final Balancing Change Order No. 2 in the amount of -$36,289.69 for Project No. BR-27-E4.

23. Memorandum of Agreement with Cass County and Fargo Park District for Cass County 81/South University Shared-Use Path from 52nd Avenue to 88th Avenue (Project No. SR-26-C1).

24. Bid advertisement for Project No. SR-26-C (Sidewalk and Shared Use Path Replacement).

25. Items from FAHR meeting:
    a. Receive and file Sales Tax update – Accrual Basis.
    b. Receive and file Budget to Actual – July 31, 2026.
    c. Receive and file Budget to Actual – August 31, 2026.
    d. Authorize the purchase, install and implementation of RISETEK cameras and software by PCI Municipal Services, LLC on behalf of Park Fargo (RFP26022).
    e. Authorize the purchase from Network Center, Inc. for the Arctic Wolf MDR and related services (EX27006).
    f. Approve the North Dakota Department of Transportation Traffic Safety Contract and related budget adjustments.
    g. Approve the use of federal seized asset funds and related budget adjustment.
    h. Approve the FY 2025 State Homeland Security Grant Program award CFDA #97.067 SHSP in the amount of $25,000.00 and related budget adjustment.

26. Agreement for Property Demolition with Master Construction Co. Inc. for 1544 3rd Avenue South (RFP26170).

27. Agreement for Property Demolition with Master Construction Co. Inc. for 111-113 32nd Avenue North (RFP26307).

28. Community Development Block Grant (CDBG) and HOME Investment Partnerships Program 2026 allocations.

29. Piggyback purchase through Sourcewell Cooperative Purchasing Agreement with Bert's Truck Equipment in the amount of $119,965.10 for the purchase of one service body with crane with a six-year municipal lease through CapFirst Equipment Finance for Water Reclamation (PBC26313).

30. Fargo Public Schools Garbage Collection Service Contract.

31. Emergency repair proposal from Master Construction Inc. in the amount of $168,800.00 to repair the manhole structure for sanitary lift station No. 59.

32. Task Order No. 17 with Advanced Engineering and Environmental Services in the amount of $45,900.00 for final design, bidding and negotiation services for Improvement District No. BN-27-C1.

33. Change Order No. 2, Final Balancing Change Order with Johnson and Schock Excavating LLC in the amount of $33,399.52 for LSLR Project No. WA2507.

34. Change Order No. 1, Final Balancing Change Order with Johnson and Schock Excavating LLC in the amount of $74,622.75 for LSLR Project No. WA2504.

35. Bills.

REGULAR AGENDA: (Public Hearings at 5:05 p.m.)

36. **PUBLIC HEARING** – Special Assessments for Nuisance Abatement Fees - Snow Removal.

37. **PUBLIC HEARING** – Special Assessment of Business Improvement District (BID).

38. **PUBLIC HEARING** – Village West Fifth Addition (4357 13th Avenue South; 1034, 1104, 1112 and 1204 44th Street South; 1011, 1033, 1103, 1203 and 1211 43½ Street South); approval recommended by the Planning Commission on 9/1/26:
    a. Zoning change from MR-3, Multi-Dwelling Residential and GC, General Commercial to GC, General Commercial on Lot 1, Block 1 of the proposed Village West Fifth Addition.
    b. 1st reading of rezoning Ordinance.
    c. Plat of Village West Fifth Addition.

39. **PUBLIC HEARING** – Urban Plains Medical Park Third Addition (4767 and 4845 30th Avenue South); approval recommended by the Planning Commission on 9/1/26:
    a. Zoning Change from LC, Limited Commercial with a C-O, Conditional Overlay to MR-3, Multi-Dwelling Residential with a C-O, Conditional Overlay.
    b. 1st reading of rezoning Ordinance.
    c. Plat of Urban Plains Medical Park Third Addition.

40. 64th Avenue South traffic calming recommendation.

41. Reappointments to the Historic Preservation Commission.

42. Liaison Commissioner assignment updates.

43. **PUBLIC COMMENTS (2.5 minutes will be offered for comment with a maximum of 30 minutes total for all public comments. Individuals who would like to address the Commission, whether virtually or in person, must sign-up here).**

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

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

THE CITY OF Fargo
FAR MORE

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

1

October 5, 2026

Board of City Commissioners
City Hall
Fargo, ND 58102

Dear Commissioners:

Attached is the Application for Abatement or Refund of Taxes #4643. The application is for a residence located at 1630 9 Ave S. The application requests the following:

#4643 – for 2026, a reduction from $201,700 to $186,900

We have provided information regarding the valuation of this property and the reasons for a value adjustment. With the information provided by the owner and our staff appraiser's review, and based on the current condition and information of the property, we created new approaches to value and we feel a reduction is reasonable. The applicant has accepted the new proposed value.

The applicant has waived the city hearing on this abatement.

SUGGESTED MOTION:

Approve a reduction of the property value at 1630 9 Ave S in the following manner:
#4643 – reduce the 2026 certified value to $186,900.

Sincerely,

Michael Splonskowski

Michael Splonskowski
Fargo City Assessor

Appeal of Property Tax Assessment

City of Fargo Staff Report

General Appeal Information

Tax Year:	2026
Filed Via:	Abatement #4643
Parcel Number:	01-0560-01650-000
Address:	1630 9 Ave S
Owner Name:	Douglas Golz
Appellant:	Douglas Golz
Requested Value:	$186,900

Subject Property



Property Type:	Twin Home
Story Height:	2 Story
Year Built:	1977
Size (SF):	1,184 sf
Transaction History:	
True and Full Value:	$ 201,700 ($ 170/sf)

Appeal Summary

The value of this property was appealed as part of a requested value recheck. One of our appraisers was able to review the property and compare it to our information for accuracy.

City of Fargo Staff Analysis

The property has been viewed recently by city staff as part of the requested value recheck. It was found that some of our information was inaccurate. We had more basement finished area than was present, and some of the amenities were listed as higher than reality.

Assessment Fairness

To test for assessment fairness, we compare the true and full value to that of similar properties. We identified 19 similar properties. Comparably assessed properties ranged from $123/SF to $172/SF, with a median of $147/SF. The subject appears to have been on the high end of the range relative to its peers. This list is available from our work file upon request.

Valuation Accuracy

We tested the accuracy of the true and full value by studying comparable sale prices. The following sales are comparable to the subject. The comparable sales range from $152/SF to $167/SF, with the median sales price at $164/SF. The subject was valued higher than the median sale price and the comparable sales range.

Address	Story Height	Year Built	Baths	Garage Stalls	Size (SF)	Sale Date	Sale Price (w/ SPUN)	Price / SF
1910 27 AVE S	2 Sty	1984	2+	2	1,248	04/12/24	190,000	152
1520 27 AVE S	2 Sty	1982	1	1	1,164	05/30/24	194,000	167
1514 27 AVE S	2 Sty	1981	1 ½	1	1,188	09/09/24	190,500	160
2010 28 AVE S	2 Sty	1983	1	2	1,188	04/30/25	196,500	165
2307 18 ST S	2 Sty	1979	1 ¾	2	1,494	07/18/25	245,000	164
Subject	**2 Sty**	**1977**	**1 ¾**	**1**	**1,184**	**Original**	**$ 201,700**	**$ 170**
						Recommended	**$186,900**	**$ 158**

Sales Approach

A new sales approach with updated information was calculated for the property, considering less basement finish and lower quality amenities. The new approach indicates a value of $186,900.

Conclusion

We agree that the subject's 2026 value was overstated. Given the errors in our information, the comparably assessed values and the sales median of $164/SF, we believe a reduction is warranted. The appellant has accepted the new value proposal.

Recommended Action:

Reduce the value to $186,900 for the 2026 tax year

Information provided above is a summary of the analysis conducted. Full analysis is provided in the Assessment Department's work file.

RECEIVED
SEP 25 2026
FARGO ASSESSOR

RECEIVED
CASS CO AUDITOR
SEP 22 2026 AM 11:57

Application For Abatement Or Refund Of Taxes

North Dakota Century Code § 57-23-04

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

State of North Dakota

Assessment District: Fargo

County of: Cass

Property I.D. No.: 01-0560-01650-000

Name: Douglas Golz

Telephone No.: [redacted]

Address: 1638 9th Avenue South, Fargo, ND 58103

Legal description of the property involved in this application:

Total true and full value of the property described above for the year 2026 is:

Land	$ 36,500
Improvements	$ 165,200
Total	$ 201,700 (1)

Total true and full value of the property described above for the year 2026 should be:

Land	$ 36,500
Improvements	$ 150,400
Total	$ 186,900 (2)

The difference of $ _____ true and full value between (1) and (2) above is due to the following reason(s):

- ☐ 1. Agricultural property true and full value exceeds its agricultural value defined in N.D.C.C. § 57-02-27.2
- ☒ 2. Residential or commercial property's true and full value exceeds the market value
- ☐ 3. Error in property description, entering the description, or extending the tax
- ☐ 4. Nonexisting improvement assessed
- ☐ 5. Complainant or property is exempt from taxation. Attach a copy of Application for Property Tax Exemption
- ☐ 6. Duplicate assessment
- ☐ 7. Property improvement was destroyed or damaged by fire, flood, tornado, or other natural disaster (see N.D.C.C. § 57-23-04(1)(g))
- ☐ 8. Error in noting payment of taxes, taxes erroneously paid
- ☐ 9. Property qualifies for Homestead Credit (N.D.C.C. § 57-02-08.1) or Disabled Veterans Credit (N.D.C.C. § 57-02-08.8). Attach a copy of the application.
- ☐ 10. Other (explain) _____

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

1. Purchase price of property: $ _____ Date of purchase: _____
   Terms: Cash _____ Contract _____ Trade _____ Other (explain) _____
   Was there personal property involved in the purchase price? _____ (yes/no) Estimated value: $ _____
2. Has the property been offered for sale on the open market? _____ (yes/no) If yes, how long? _____
   Asking price: $ _____ Terms of sale: _____
3. The property was independently appraised: _____ (yes/no) Purpose of appraisal: _____
   _____ Market value estimate: $ _____
   Appraisal was made by whom? _____
4. The applicant's estimate of market value of the property involved in this application is $ _____
5. The estimated agricultural productive value of this property is excessive because of the following condition(s): _____

Applicant asks that _____

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

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

_____ _____ Douglas Golz 9-22-2026

Signature of Preparer (if other than applicant) Date Signature of Applicant Date

24775
(2-2016)

Recommendation of the Governing Body of the City or Township

Recommendation of the governing board of _____

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

_____

_____

_____

Dated this _____ day of _____, _____

_____
City Auditor or Township Clerk

Action by the Board of County Commissioners

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

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

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

_____

_____

_____

Dated _____, _____

_____
County Auditor

_____
Chairperson

Certification of County Auditor

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

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

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

Year	Reduction in Taxable Valuation	Reduction in Taxes

_____ _____
County Auditor Date

Application For Abatement Or Refund Of Taxes

Name of Applicant: Cindy Golz

County Auditor's File No. 4643

Date Application Was Filed With The County Auditor: 1/23/20

Date County Auditor Mailed Application to Township Clerk or City Auditor: 1/23/20
(must be within five business days of filing date)

CITY OF Fargo

ASSESSMENT DEPARTMENT

2

September 21, 2026

Board of City Commissioners
City Hall
Fargo, ND 58102

Dear Commissioners:

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

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

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

The estimated annual tax revenue lost by granting the exemption, based upon the estimated cost of the improvements, would be about $99 with the City of Fargo's share being $17.

Sincerely,

Mike Splonskowski
City Assessor

nlb
attachment

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

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

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

Property Identification

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

2. Address of Property _____

3. Parcel Number _____

4. Name of Property Owner Debora Wilson Phone No. _____

5. Mailing Address of Property Owner _____

Description Of Improvements For Exemption

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

7. Building permit No. 26040077 8. Year built (residential property) 1922

9. Date of commencement of making the improvements May 2026

10. Estimated market value of property before the improvements $ 234,700.00

11. Cost of making the improvement (all labor, material and overhead) $ 15,000.00

12. Estimated market value of property after the improvements $ 249,700

Applicant's Certification And Signature

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

Applicant Debora L. Wilson Date 9-10-26

Assessor's Determination And Signature

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

Assessor/Director of Tax Equalization Mike Johnston Date 10-6-2026

Action Of Governing Body

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

Approval is subject to the following conditions: _____

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

Chairperson _____ Date _____

CITY OF Fargo

ASSESSMENT DEPARTMENT

September 21, 2026

Board of City Commissioners
City Hall
Fargo, ND 58102

Dear Commissioners:

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

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

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

The estimated annual tax revenue lost by granting the exemption, based upon the estimated cost of the improvements, would be about $171 with the City of Fargo's share being $29.

Sincerely,

Mike Splonskowski
City Assessor

nlb
attachment

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

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

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

Property Identification

1. Legal Description of the property for which exemption is claimed
2. Address of Property
3. Parcel Number
4. Name of Property Owner **PEDA, RAYMOND F & ANGELA M** Phone No.
5. Mailing Address of Property Owner

Description Of Improvements For Exemption

6. Describe type of renovating, remodeling, alteration or addition made to the building for which exemption is claimed (attach additional sheets if necessary).
7. Building permit No. **26050404**
8. Year built (residential property) 1949-1950 ?
9. Date of commencement of making the improvements May 28, 2026
10. Estimated market value of property before the improvements $ 207,100 00
11. Cost of making the improvement (all labor, material and overhead) $ 104,634 00
12. Estimated market value of property after the improvements $ 311,734 00

Applicant's Certification And Signature

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

Applicant Raymond F. Peda Date 9-14-2026

Assessor's Determination And Signature

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

Assessor/Director of Tax Equalization Date 10-6-2026

Action Of Governing Body

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

Approval is subject to the following conditions:

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

Chairperson Date

CITY OF Fargo

ASSESSMENT DEPARTMENT

September 28, 2026

Board of City Commissioners
City Hall
Fargo, ND 58102

Dear Commissioners:

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

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

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

The estimated annual tax revenue lost by granting the exemption, based upon the estimated cost of the improvements, would be about $175 with the City of Fargo's share being $30.

Sincerely,

Mike Splonskowski
City Assessor

nlb
attachment

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

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

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

Property Identification

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

2. Address of Property

3. Parcel Number

4. Name of Property Owner **KAREVOLD, BRUCE** Phone No.

5. Mailing Address of Property Owner

Description Of Improvements For Exemption

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

Replaced windows + Siding

7. Building permit No. **26020242** 8. Year built (residential property)

9. Date of commencement of making the improvements Spring 2025

10. Estimated market value of property before the improvements $ 217,900

11. Cost of making the improvement (all labor, material and overhead) $ 15,390

12. Estimated market value of property after the improvements $ 233,290

Applicant's Certification And Signature

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

Applicant [signature] Date 9/8/2026

Assessor's Determination And Signature

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

Assessor/Director of Tax Equalization [signature] Date 10-6-2026

Action Of Governing Body

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

Approval is subject to the following conditions:

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

Chairperson Date

CITY OF Fargo

ASSESSMENT DEPARTMENT

September 28, 2026

Board of City Commissioners
City Hall
Fargo, ND 58102

Dear Commissioners:

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

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

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

The estimated annual tax revenue lost by granting the exemption, based upon the estimated cost of the improvements, would be about $222 with the City of Fargo's share being $38.

Sincerely,

Mike Splonskowski
City Assessor

nlb
attachment

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

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

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

Property Identification

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

2. Address of Property _____

3. Parcel Number _____

4. Name of Property Owner **LETOURNEAU, EVERETT & MARCIANNE** Phone No

5. Mailing Address of Property Owner _____

Description Of Improvements For Exemption

6. Describe type of renovating, remodeling, alteration or addition made to the building for which exemption is claimed (attach additional sheets if necessary): #1 Exterior Doors + Windows, Entry and Fire Door, 4/21/25-11/7/25 & 2/3/26-7/30/26 #2 New shingles, Soffit, Facia, Siding Done By Fargo Roofing and Siding. (Windows/Sliding Doors Entry) Job #20,787.20 Job #9,281.89 Gutters also on Job 2.

7. Building permit No. **26060792** 8. Year built (residential property) 1988

9. Date of commencement of making the improvements _____

10. Estimated market value of property before the improvements $ 187,200

11. Cost of making the improvement (all labor, material and overhead) $ 70,069.09

12. Estimated market value of property after the improvements $ 194,269.09

Applicant's Certification And Signature

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

Applicant Everett J. Letourneau Date 9/25/2026

Assessor's Determination And Signature

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

Assessor/Director of Tax Equalization Nicole Sprunk Date 10-6-2026

Action Of Governing Body

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

Approval is subject to the following conditions: _____

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

Chairperson _____ Date _____

CITY OF Fargo

ASSESSMENT DEPARTMENT

September 28, 2026

Board of City Commissioners
City Hall
Fargo, ND 58102

Dear Commissioners:

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

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

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

The estimated annual tax revenue lost by granting the exemption, based upon the estimated cost of the improvements, would be about $339 with the City of Fargo's share being $58.

Sincerely,

Mike Splonskowski
City Assessor

nlb
attachment

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

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

Property Owner *	MOORE, JAKE ALLEN

Description Of Improvements For Exemption

Describe type of renovating, remodeling, alteration or addition made to the building for which exemption is claimed. *	New windows installed in entire house.
Building permit No. *	NA
Year built (residential property) *	1960
Date of commencement of making the improvements *	11/18/2025
Estimated market value of property before the improvements *	$ 270,000.00
Cost of making the improvement (all labor, material and overhead) *	$ 25,247.00
Estimated market value of property after the improvements *	$ 290,000.00

Applicant's Certification And Signature

I certify that the information contained in this application is correct to the best of my knowledge.	/Allison Moore
Date *	9/23/2026

Assessor's Determination And Signature

The assessor/county director of tax equalization finds that the improvements described in this application *	do do not
meet the qualifications for exemption for the following reason(s): *	The residential property was built 25 or more years ago
Assessor/Director of Tax Equalization	/Michael Schwindt/
Date *	9/24/2026

Action of Governing Body

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

Approval is subject to the following conditions:

Exemption is allowed for years

Year

CITY OF Fargo

ASSESSMENT DEPARTMENT

September 28, 2026

Board of City Commissioners
City Hall
Fargo, ND 58102

Dear Commissioners:

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

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

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

The estimated annual tax revenue lost by granting the exemption, based upon the estimated cost of the improvements, would be about $42 with the City of Fargo's share being $7.

Sincerely,

Mike Splonskowski
City Assessor

nlb
attachment

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

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

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

Property Identification

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

2. Address of Property _____

3. Parcel Number _____

4. Name of Property Owner **HAUGEN, LOEHLE ET AL** Phone No. _____

5. Mailing Address of Property Owner _____

Description Of Improvements For Exemption

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

7. Building permit No. **25050550** 8. Year built (residential property) 1954

9. Date of commencement of making the improvements _____

10. Estimated market value of property before the improvements $ 234,600

11. Cost of making the improvement (all labor, material and overhead) $ $10,000

12. Estimated market value of property after the improvements $ 237,600

Applicant's Certification And Signature

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

Applicant _____ Date 9-24-26

Assessor's Determination And Signature

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

Assessor/Director of Tax Equalization _____ Date 10-6-2026

Action Of Governing Body

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

Approval is subject to the following conditions: _____

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

Chairperson _____ Date _____

CITY OF Fargo

ASSESSMENT DEPARTMENT

September 28, 2026

Board of City Commissioners
City Hall
Fargo, ND 58102

Dear Commissioners:

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

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

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

The estimated annual tax revenue lost by granting the exemption, based upon the estimated cost of the improvements, would be about $209 with the City of Fargo's share being $36.

Sincerely,

Mike Splonskowski
City Assessor

nlb
attachment

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

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

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

Property Identification

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

2. Address of Property _____

3. Parcel Number _____

4. Name of Property Owner **VALKOV, PETAR M & VESELINA A** Phone No. _____

5. Mailing Address of Property Owner _____

Description Of Improvements For Exemption

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

7. Building permit No. **24040369** 8. Year built (residential property) 1959

9. Date of commencement of making the improvements _____

10. Estimated market value of property before the improvements $ 338,000

11. Cost of making the improvement (all labor, material and overhead) $ 30,000.=

12. Estimated market value of property after the improvements $ 368,000

Applicant's Certification And Signature

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

Applicant Petar M. Valkov Date 9/22/2026

Assessor's Determination And Signature

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

Assessor/Director of Tax Equalization _____ Date 10-6-2026

Action Of Governing Body

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

Approval is subject to the following conditions: _____

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

Chairperson _____ Date _____

CITY OF Fargo

ASSESSMENT DEPARTMENT

September 28, 2026

Board of City Commissioners
City Hall
Fargo, ND 58102

Dear Commissioners:

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

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

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

The estimated annual tax revenue lost by granting the exemption, based upon the estimated cost of the improvements, would be about $86 with the City of Fargo's share being $15.

Sincerely,

Mike Splonskowski
City Assessor

nlb
attachment

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

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

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

Property Identification

1. Legal description of the property for which exemption is claimed _____
2. Address of Property _____
3. Parcel Number _____
4. Name of Property Owner Kristi Solberg Phone No.
5. Mailing Address of Property Owner _____

Description Of Improvements For Exemption

6. Describe type of renovating, remodeling, alteration or addition made to the building for which exemption is claimed (attach additional sheets if necessary). Bathroom remodel & gas range conversion from electric
7. Building permit No. 26060565
8. Year built (residential property) 1973
9. Date of commencement of making the improvements 9/20/26
10. Estimated market value of property before the improvements $ 186,800.00
11. Cost of making the improvement (all labor, material and overhead) $ 44,258.06
12. Estimated market value of property after the improvements $ 231,058.06

Applicant's Certification And Signature

13. I certify that the information contained in this application is correct to the best of my knowledge.
Applicant Kristi Solberg Date 9/20/26

Assessor's Determination And Signature

14. The assessor/county director of tax equalization finds that the improvements described in this application do ☒ do not ☐ meet the qualifications for exemption for the following reason(s): _____
Assessor/Director of Tax Equalization _____ Date 10-6-2026

Action Of Governing Body

15. Action taken on this application by the governing board of the county or city: Approved ☐ Denied ☐
Approval is subject to the following conditions: _____
Exemption is allowed for years 20___, 20___, 20___, 20___, 20___.
Chairperson _____ Date _____

CITY OF Fargo

ASSESSMENT DEPARTMENT

September 28, 2026

Board of City Commissioners
City Hall
Fargo, ND 58102

Dear Commissioners:

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

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

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

The estimated annual tax revenue lost by granting the exemption, based upon the estimated cost of the improvements, would be about $353 with the City of Fargo's share being $60.

Sincerely,

Mike Splonskowski
City Assessor

nlb
attachment

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

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

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

Property Identification

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

_____

2. Address of Property _____

3. Parcel Number _____

4. Name of Property Owner Edmunds, Jordana & Gerrich, Robert Phone No. _____

5. Mailing Address of Property Owner _____

Description Of Improvements For Exemption

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

_____

7. Building permit No. 26060480 8. Year built (residential property) 1955

9. Date of commencement of making the improvements _____

10. Estimated market value of property before the improvements $ 517,000.00

11. Cost of making the improvement (all labor, material and overhead) $ 74,111.64

12. Estimated market value of property after the improvements $ 591,111.64

Applicant's Certification And Signature

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

Applicant _____ Date 9/15/27

Assessor's Determination And Signature

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

_____

Assessor Director of Tax Equalization _____ Date 10-6-2026

Action Of Governing Body

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

Approval is subject to the following conditions: _____

_____

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

Chairperson _____ Date _____

24840 (Rev. 6-01)

CITY OF Fargo

ASSESSMENT DEPARTMENT

October 6, 2026

Board of City Commissioners
City Hall
Fargo, ND 58102

Dear Commissioners:

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

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

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

The estimated annual tax revenue lost by granting the exemption, based upon the estimated cost of the improvements, would be about $51 with the City of Fargo's share being $9.

Sincerely,

Mike Splonskowski
City Assessor

nlb
attachment

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

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

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

Property Identification

1. Legal description of the property for which exemption is claimed
2. Address of Property
3. Parcel Number
4. Name of Property Owner Charles Mielke Phone No.
5. Mailing Address of Property Owner

Description Of Improvements For Exemption

6. Describe type of renovating, remodeling, alteration or addition made to the building for which exemption is claimed (attach additional sheets if necessary). Replacement of all windows
7. Building permit No.
8. Year built (residential property) 1960
9. Date of commencement of making the improvements 06/15/2026
10. Estimated market value of property before the improvements $ 251,200.00
11. Cost of making the improvement (all labor, material and overhead) $ 17,296.00
12. Estimated market value of property after the improvements $ 255,000.00

Applicant's Certification And Signature

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

Applicant Charles Mielke Date 10-1-2026

Assessor's Determination And Signature

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

Assessor/Director of Tax Equalization Date 10-6-2026

Action Of Governing Body

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

Approval is subject to the following conditions:

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

Chairperson Date

24840 (Rev. 6-01)

CITY OF Fargo

ASSESSMENT DEPARTMENT

October 6, 2026

Board of City Commissioners
City Hall
Fargo, ND 58102

Dear Commissioners:

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

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

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

The estimated annual tax revenue lost by granting the exemption, based upon the estimated cost of the improvements, would be about $342 with the City of Fargo's share being $58.

Sincerely,

Mike Splonskowski
City Assessor

nlb
attachment

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

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

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

Property Identification

1. Legal description of the property for which exemption is claimed _____
2. Address of Property _____
3. Parcel Number _____
4. Name of Property Owner Steven & Tana Sly Phone No. _____
5. Mailing Address of Property Owner _____

Description Of Improvements For Exemption

6. Describe type of renovating, remodeling, alteration or addition made to the building for which exemption is claimed (attach additional sheets if necessary). Remodel 2 bathrooms
7. Building permit No. 25070262 8. Year built (residential property) 1998
9. Date of commencement of making the improvements Apr 2025
10. Estimated market value of property before the improvements $ 395,900.00
11. Cost of making the improvement (all labor, material and overhead) $ 50,000
12. Estimated market value of property after the improvements $ 445900

Applicant's Certification And Signature

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

Applicant Tana Sly Date 9.30.26

Assessor's Determination And Signature

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

Assessor/Director of Tax Equalization _____ Date 10-6-2026

Action Of Governing Body

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

Approval is subject to the following conditions: _____

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

Chairperson _____ Date _____

THE CITY OF Fargo FAR MORE

OFFICE OF THE CITY ATTORNEY

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

CITY ATTORNEY
Ian R. McLean

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

3

September 30, 2026

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

RE: Proposed Amendment to Bicycle Definition – FMC § 8-0101

Dear Mayor and City Commissioners:

This amendment is being brought forward at the request of the Fargo Police Department.

Fargo City Code defines the word "bicycle" as a human-powered device which has two tandem wheels. The North Dakota Century Code is more broad and defines "bicycle" as a human-powered device which has "...two tandem wheels, or two parallel wheels and one forward or rearward wheel." By amending the Fargo Code to include three-wheeled bicycles, the City will be able to better regulate devices with three wheels, such as rickshaws. The amendment will clarify that rickshaws and other three-wheeled devices must follow the same rules as bicycles and will make the ordinance consistent with state law.

SUGGESTED MOTION: I move to receive and file the following ordinance amending Fargo Municipal Code section 8-0101 of Article 8-01 of Chapter 8, relating to Definitions and to place the ordinance on for first reading at the next regularly-scheduled City of Fargo Commission meeting.

Regards,

William Wischer
Assistant City Attorney

OFFICE OF THE CITY ATTORNEY
FARGO, NORTH DAKOTA

ORDINANCE NO. _____

AN ORDINANCE AMENDING SECTION 8-0101 OF ARTICLE 8-01, OF CHAPTER 8, OF THE FARGO MUNICIPAL CODE, RELATING TO DEFINITIONS

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

Section 8-0101 of Article 8-01, of Chapter 8, of the Fargo Municipal Code is amended as follows:

8-0101. – Definitions.

In this chapter, unless the context or subject matter otherwise requires:

OFFICE OF THE CITY ATTORNEY
FARGO, NORTH DAKOTA

ORDINANCE NO. _____

8-0101. - Definitions.

In this chapter, unless the context or subject matter otherwise requires:

1. "Authorized emergency vehicles":
   A. "Class A authorized emergency vehicles" shall mean:
      i. Vehicles of a governmental-owned fire department;
      ii. Vehicles when operated by or under the control of a police officer having authority to enforce the provisions of this title pertaining to all motor vehicles or by a salaried employee of any municipal police department within the municipality or by any sheriff or deputy sheriff not to include special deputy sheriffs, or by the warden of the state penitentiary and his authorized agents;
      iii. Ambulances;
      iv. Vehicles operated by or under the control of the commissioner, and district deputy commissioner, and district deputy game warden of the North Dakota Game and Fish Department;
      v. Vehicles owned or leased by the United States Government used for law enforcement purposes;
      vi. Vehicles designated for the use of the adjutant general and assistant adjutant general in cases of emergency;
   B. "Class B authorized emergency vehicles" shall mean wrecker and such other emergency vehicles as are authorized by the local authorities;
   C. Class C vehicles used by civil defense directors while used in the performance of emergency duties.
2. "Bicycle" shall mean every device propelled by human power upon which any person may ride, having two tandem wheels~~, either of which is more than 20 inches in diameter~~ or two parallel wheels and one forward or rearward wheel.

***

Section 2. Penalty.

The classifications of penalties can be found in Fargo Municipal Code section 1-0301. The classification of different offenses can be found in Fargo Municipal Code section 1-0305.

OFFICE OF THE CITY ATTORNEY
FARGO, NORTH DAKOTA

ORDINANCE NO. _____

Section 3. Effective Date.

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

_____
Joshua A. Boschee, Mayor

Attest:

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

First Reading:
Second Reading and Final Passage:
Publication:

THE CITY OF Fargo FAR MORE

OFFICE OF THE CITY ATTORNEY

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

CITY ATTORNEY
Ian R. McLean

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

4

October 8, 2026

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

RE: Receipt and Filing of Ordinance Amending Section 8-2002 of the Fargo Municipal Code relating to the Operation of Motorized Scooters – Regulation.

Mayor and Commissioners:

On September 28, 2026, the City Commission directed the City Attorney's Office to review Article 8-20 of the Fargo Municipal Code and prepare recommended revisions relating to mobility impairment permits for motorized scooters.

The enclosed ordinance amends Section 8-2002 of the Fargo Municipal Code in order to allow an applicant who has already been issued a valid North Dakota mobility impaired parking permit to use that permit to satisfy the City's physician certification requirement. Because obtaining a State mobility impaired parking permit already requires certification from a medical provider, requiring a second physician certification as part of the City's permit process is duplicative. The proposed change eliminates that duplication while preserving the City's existing mobility impairment permit process.

Recommended Motion: I move to receive and file the enclosed ordinance and to place the ordinance on the agenda of the next regular meeting of the City Commission for first reading.

Sincerely,

Ian McLean
City Attorney

OFFICE OF THE CITY ATTORNEY
FARGO, NORTH DAKOTA

ORDINANCE NO. _____

AN ORDINANCE AMENDING SECTION 8-2002 OF ARTICLE 8-20, OF CHAPTER 8, OF THE FARGO MUNICIPAL CODE, RELATING TO OPERATION OF MOTORIZED SCOOTERS—REGULATIONS.

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 City of Fargo desires to amend its mobility impairment permit process to allow a valid North Dakota mobility impaired parking permit to satisfy the City's physician certification requirement; and

WHEREAS, the Board of City Commissioners deems it necessary and appropriate to implement such amendment 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

Section 8-2002 of Article 8-20, of Chapter 8, of the Fargo Municipal Code is amended as follows:

OFFICE OF THE CITY ATTORNEY
FARGO, NORTH DAKOTA

ORDINANCE NO. _____

8-2002. Operation of motorized scooters—Regulations.

A person may operate a motorized scooter on the public sidewalks within the city of Fargo, subject to the following conditions:

A. A motorized scooter may not be operated upon any sidewalk in the central business district, upon any pedestrian walkway or trail which was constructed with Federal Aid Highway Funds, except as provided by law, or upon any other sidewalk in the city which is posted with signs prohibiting motorized scooters. Persons who obtain a mobility impairment permit from the city of Fargo~~, completed by a licensed physician,~~ are exempt from this requirement.

B. An operator of a motorized scooter must dismount and push a motorized scooter across a city street and within the crosswalk area. Persons who obtain a mobility impairment permit from the city of Fargo~~, completed by a licensed physician,~~ are exempt from this requirement.

C. A motorized scooter may not be operated upon any public street, except by persons who obtain a mobility impairment permit from the city of Fargo~~, completed by a licensed physician~~ and only when absolutely necessary or when a sidewalk is impassable or unavailable.

D. A motorized scooter operated upon any street must be equipped with reflectors.

E. An operator of a motorized scooter shall in all situations yield the right-of-way to pedestrians.

F. An operator of a motorized scooter under 18 years of age must wear a helmet.

G. No passengers are allowed on a motorized scooter, unless the scooter is specifically designed for carrying passengers.

H. Motorized scooters may only be operated during the hours from sunrise to sunset. Persons who obtain a mobility impairment permit from the city of Fargo~~, completed by a licensed physician,~~ are exempt from this requirement.

I. All motorized scooters operated within the city of Fargo must be equipped with factory supplied stock mufflers, exhaust systems, and braking systems.

J. Applications for ~~a mobility impaired permits~~ mobility impairment permits may be obtained from the auditor's office and ~~shall be completed by a licensed physician~~ shall include certification by a licensed physician, unless the applicant provides proof satisfactory to the city that a valid North Dakota mobility impaired parking permit has been issued to the applicant.

OFFICE OF THE CITY ATTORNEY
FARGO, NORTH DAKOTA

ORDINANCE NO. _____

Section 2. Effective Date.

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

_____
Joshua A. Boschee, Mayor

Attest:

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

First Reading:
Second Reading:
Final Passage:
Publication:

OFFICE OF THE CITY ATTORNEY
FARGO, NORTH DAKOTA

5

ORDINANCE NO. _____

AN ORDINANCE AMENDING SECTION 8-1606, OF ARTICLE 8-16, OF CHAPTER 8, OF THE FARGO MUNICIPAL CODE, RELATING TO PARKING TICKETS

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:

OFFICE OF THE CITY ATTORNEY
FARGO, NORTH DAKOTA

ORDINANCE NO. _____

Section 1. Amendment.

Section 8-1606, of Article 8-16, of Chapter 8, of the Fargo Municipal Code, is amended as follows:

8-1606. - Parking Tickets.

Any officer or representative of the police department who finds any motor vehicle located within the city at a place or in a condition which is at the time in violation of any of the provisions of article 8-10 (Parking Regulations) may affix a parking ticket to any portion of such motor vehicle. The parking ticket shall give notice in writing requiring the owner or person in possession of the motor vehicle to pay a parking fine in the amount as set forth in § 1-0305. For purposes of this article, where action may be taken or a function fulfilled by a representative of the police department, said representative may be one or more non-police-officer employees or may be a person, firm or other entity that has been designated by the police department or by the board of city commissioners to take such action or perform such function.

In the event the owner or person in possession of said motor vehicle disputes the validity of the parking ticket, such person shall be entitled to a review of the alleged violation by submitting a written request ~~thereof~~ to the entity specified on the parking ticket ~~the police department if the parking ticket was issued by the city of Fargo, or to the North Dakota State University Parking Office if the parking ticket was issued by North Dakota State University,~~ within five (5) days of the date of the issuance of the parking ticket. The review shall be conducted within five (5) days of the request ~~by a person designated by the chief of police or by a representative of the police department to conduct such proceedings~~.

After ~~said~~ review of the parking ticket, if the parking ticket is not voided, the owner or person in possession of the motor vehicle shall have five (5) days from the date of notification to request a hearing in Fargo Municipal Court. Failure to timely pay the fine amount or request a hearing will result in an increase in the fine/fee amount.

In the event the owner or person in possession of the motor vehicle requests a hearing in Fargo Municipal Court he or she may do so by posting a bond with the Clerk of Municipal Court in an amount equal to the dollar amount of the parking ticket. A copy of the parking ticket and review determination ~~review form completed at the time a written request is made to the police department or North Dakota State University~~ must be submitted to the Fargo Municipal Court at the time a hearing is requested. The clerk of Fargo Municipal Court shall provide notice of the time and place of the hearing. If after the hearing the Fargo Municipal Court makes a determination of not guilty, any sums paid to Fargo

OFFICE OF THE CITY ATTORNEY
FARGO, NORTH DAKOTA

ORDINANCE NO. _____

Municipal Court shall be returned to the person who requested the hearing. Sentencing upon a determination of guilt shall be in accordance with the Fargo Municipal Code.

The parking ticket which is issued pursuant to this section shall include a notice that the motor vehicle being tagged is subject to impoundment if the owner neither requests a review, nor pays the fine within the time allotted or after the review, if the parking ticket is determined to be valid.

The foregoing procedure as set forth in this section is not exclusive, but is in addition to any other remedies or procedures provided by law.

Section 2. Penalty.

A person who violates Fargo Municipal Code Article 8-10 shall be deemed to have committed a noncriminal offense and shall be punished as provided in Section 1-0305 of the Fargo Municipal Code, as may be amended from time to time.

Section 3. Effective Date.

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

_____
Joshua A. Boschee, Mayor

Attest:

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

First Reading:
Second Reading and Final Passage:
Publication:

OFFICE OF THE CITY ATTORNEY
FARGO, NORTH DAKOTA

6

ORDINANCE NO. _____

AN ORDINANCE REZONING CERTAIN PARCELS OF LAND LYING IN CHRISTIANSON 32ND AVENUE SOUTH FOURTH ADDITION TO THE CITY OF FARGO, CASS COUNTY, NORTH DAKOTA

WHEREAS, the Fargo Planning Commission and the Board of City Commissioners of the City of Fargo have held hearings pursuant to published notice to consider the rezoning of certain parcels of land lying in Christianson 32nd Avenue South Fourth Addition to the City of Fargo, Cass County, North Dakota; and,

WHEREAS, the Fargo Planning Commission recommended approval of the rezoning request on September 1, 2026; and,

WHEREAS, the rezoning changes were approved by the City Commission on September 28, 2026,

NOW, THEREFORE,

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

Section 1. The following described property:

Lots One (1) through Three (3), Block One (1) of Christianson 32nd Avenue South Fourth Addition to the City of Fargo, Cass County, North Dakota;

is hereby retaining the zoning "GC", General Commercial, District with a "C-O", Conditional Overlay District, as established by Fargo Municipal Ordinance No. 5358, to "GC", General Commercial, District, repealing and reestablishing the "C-O", Conditional Overlay, District as follows:

1. Building Form and Style.

1.1. All front building elevations/façades greater than 200 feet in length, measured horizontally from vertical edge to vertical edge, shall incorporate wall plane projections or recesses. Each projection and/or recess shall have a depth of at least two (2) feet, and the cumulative total horizontal width of all projections and/or recesses within a façade

OFFICE OF THE CITY ATTORNEY
FARGO, NORTH DAKOTA

ORDINANCE NO. _____

shall equate to at least an accumulated total of twenty (20) percent of the overall horizontal length of the façade. No uninterrupted length of any façade shall exceed 200 horizontal feet. Requirements in this subsection shall apply only for views from 32nd Avenue South, 33rd Street South, and 36th Street South.

1.2. Ground floor façades that are within 200 feet of the right of way, measured from the exterior wall shall have arcades, display windows, entry areas, awnings, spandrel glass, ground level landscaping, or other such features along no less than sixty (60) percent of its horizontal length. Requirements in this subsection shall apply only for views from 32nd Avenue South, 33rd Street South, and 36th Street South.

1.3. Principal Materials. Unless otherwise deemed acceptable by the Zoning Administrator, all exterior walls shall be constructed or clad with natural stone, synthetic stone, brick, stucco, integrally-colored and textured concrete masonry units or systems, exterior insulation finishing systems (EIFS), fiber cement, architectural metal panels, curtain walls, rainscreen systems or glass. All materials shall be commercial grade, durable, and have a multigenerational life span.

1.4. Accent Materials. In conjunction with the principal materials listed above, finished wood may also be used to construct or clad exterior walls. Accent materials shall be applied to no greater than twenty (20) percent of each building façade.

1.5. Loading/unloading areas, building service entrances, loading docks and overhead doors used for shipping/receiving areas, and ground level HVAC units within 150 feet of public right of way shall be visually screened from adjacent public right-of-way and residentially-zoned property by structures and/or landscaping equal to landscaping prescribed in City of Fargo Residential Protection Standards. All structures used for visual screening shall be constructed or clad with the same materials used for the primary building.

OFFICE OF THE CITY ATTORNEY
FARGO, NORTH DAKOTA

ORDINANCE NO. _____

1.6. Dumpsters and refuse containers shall be located at the side or rear of buildings and shall be visually screened from adjacent public right-of-way, when located within 150 feet of public right of way, by permanent walls. The permanent walls shall be constructed or clad with the same materials used for the primary building. When dumpsters and refuse containers are located in the rear of the building, the enclosure may be constructed of a metal frame and cladding that is complementary to the primary building materials. Dumpsters and refuse containers shall contain permanent walls on at least three (3) sides with the service opening not directly facing any public right-of-way or residentially zoned property. The fourth side shall incorporate a metal gate to visually screen the dumpsters or refuse containers.

1.7. Screening of Outdoor Storage Areas.

1.7.1. Outdoor storage areas shall not be located within the front setback area of the development.

1.7.2. Outdoor storage areas shall not cover more than fifty (50) percent of the open space of the development. For the purposes of determining allowable outdoor storage area, open space shall be defined as outdoor, unenclosed area located on the ground, but not including roads, parking areas, driveways, or other areas intended for vehicular travel.

2. Site Design.

2.1. A minimum of five (5) percent of the internal surface area of the parking lot shall be landscaped through the use of planter islands and peninsulas.

2.2. A vegetative buffer equal to landscaping prescribed in City of Fargo Residential Protection Standards shall be installed along the 31st Avenue South right-of-way.

2.3. Separate vehicular and pedestrian circulation systems shall be provided. Adjacent properties may share pedestrian circulation systems that connect to public sidewalks along 36th Street South with Zoning Administrator approval. An on-site system of pedestrian walkways shall be provided between building entrances and the following:

2.3.1. Parking lots or parking structures;

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FARGO, NORTH DAKOTA

ORDINANCE NO. _____

2.3.2. Entrances of other buildings on the site;

2.3.3. Any public sidewalk or multi-use path system along 36th Street South; and

2.3.4. Adjacent pedestrian origins and destinations—including, but not limited to, transit stops, residential development, office buildings, and retail shopping buildings— where deemed practical and appropriate by the Zoning Administrator.

2.4. A decorative fence shall be placed along 31st Avenue South.

3. Prohibited Uses:

3.1. Group Living;
3.2. Adult Establishment;
3.3. Detention facilities;
3.4. Self-service storage;
3.4.1. Climate controlled indoor storage facilities are permitted;
3.5. Aviation/Surface Transportation;
3.6. Entertainment Event, Major;
3.7. Mining;
3.8. Off-Premise Advertising; and
3.9. Industrial uses.

4. Prohibited Signage:

4.1. Billboards – a sign advertising products not made, sold, used or served on the premises displaying the sign or that conveys an informational or ideological message.

4.2. Off Premise Sign – a sign directing attention to a business commodity, service, product, or property not located, sold or conducted on the same property or site as that on which the sign is located.

4.3. Portable Sign – any sign designed to be moved easily and not permanently affixed to the ground or to a structure or building.

OFFICE OF THE CITY ATTORNEY
FARGO, NORTH DAKOTA

ORDINANCE NO. _____

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

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

_____
Joshua A. Bosche., Mayor

(SEAL)

Attest:

First Reading:
Second Reading:
Final Passage:

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

THE CITY OF Fargo FAR MORE

OFFICE OF THE CITY ATTORNEY

CITY ATTORNEY
Ian R. McLean

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

7

October 8, 2026

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

RE: Directing City Attorney's Office to Review the City's Lodging Tax Ordinances relating to Collection and Enforcement of its Lodging Taxes.

Mayor and Commissioners:

The City currently imposes a three percent lodging tax and administers and collects the tax directly rather than utilizing the State Tax Commissioner for collection. While direct administration results in approximately three percent savings to the City, the City's existing ordinances provide limited enforcement tools to ensure the timely and accurate reporting and payment of lodging taxes.

The importance of effective administration and enforcement of the City's lodging taxes will increase in the near future. In addition to the City's existing three percent lodging tax, Fargo voters have approved an additional three percent lodging tax to help fund the construction and operation of a convention center.

The Fargo-Moorhead Convention and Visitors Bureau has raised the issue of enforcement tools with the City Attorney's Office, and Finance and Administration staff likewise support reviewing the City's existing ordinances and developing appropriate enforcement provisions.

I am requesting authorization for the City Attorney's Office to work with appropriate City staff to develop proposed amendments to strengthen the City's administration, collection, and enforcement of its lodging taxes.

Requested Motion: Direct the City Attorney's Office to work with appropriate City staff to prepare proposed amendments to the City's lodging tax ordinances relating to administration, collection, and enforcement, with any proposed amendments to be returned to the City Commission for consideration.

Sincerely,

Ian McLean
City Attorney

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MEMORANDUM

TO: **BOARD OF CITY COMMISSIONERS**

FROM: **AUDITOR'S OFFICE**

DATE: **OCTOBER 12, 2026**

SUBJECT: **GAMES OF CHANCE APPLICATIONS**

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

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

Atonement Lutheran Church for bingo and raffle 10/18/2026.

El Zagal Misfits BBQ for raffle 11/19/2026.

Farm Rescue for raffle 11/14/2026.

Fargo Area Sports/Fargo Dugout Boosters for bingo and raffle board 11/7/2026.

FM PM Rotary for raffle 5/1/2027.

Sharehouse Foundation for raffle 10/28/2026.

United Way of Cass-Clay for raffle and raffle board 11/4/2026.

United Way of Cass-Clay for raffle 11/10/2026.

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MEMORANDUM

TO: **BOARD OF CITY COMMISSIONERS**

FROM: **AUDITOR'S OFFICE**

DATE: **OCTOBER 12, 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.

Homeward Animal Shelter at Hilton Garden Inn.

THE CITY OF Fargo
FAR MORE

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

October 7, 2026

10

Honorable Board of City Commissioners
City of Fargo
Fargo, North Dakota

Re: Existing Master Services Agreement - Consent to Assignment

Honorable Commissioners:

The City has an existing Master Services Agreement (MSA) with Patchin Messner Valuation Counselors (Patchin Messner) through December 31, 2028, for assistance with property appraisals as needed for various City projects. Patchin Messner has recently joined CBRE, Inc., and is requesting that its existing MSA with the City be assigned to CBRE, Inc. This assignment is permitted under the terms of the MSA.

Staff recommends approval of the assignment, as the Patchin Messner staff currently available under the MSA will continue to perform any future appraisal services for the City.

Recommended Motion:

Approve the assignment of the existing Master Services Agreement from Patchin Messner Valuation Counselors to CBRE, Inc.

Respectfully,

Nathan Boerboom
Assistant City Engineer

Patchin Messner Appraisals, Inc.
dba Patchin Messner Valuation Counselors
13961 West Preserve Boulevard
Burnsville, Minnesota 55337
(952) 895-1205
messner@valuationcounselors.net

October 6, 2026

Dr. Timothy J. Mahoney, MD
Mayor
City of Fargo
225 4th Street North
Fargo, ND 58102

RE: Master Professional Services Agreement MS-23-A0 between the City of Fargo and Patchin Messner, dated January 9, 2023, as amended by Amendment (First) to Master Services Agreement dated November 2025 (collectively, the "Agreement"), currently in effect through December 31, 2028 — Request for Consent to Assignment

Dear Mayor Mahoney:

On behalf of Patchin Messner Appraisals, Inc. dba Patchin Messner Valuation Counselors (the "Assignor"), I am writing to formally request the written consent of the City of Fargo (the "City") to assign all of Assignor's rights, duties, and obligations under the above-referenced Agreement to CBRE, Inc., a Delaware corporation (the "Assignee"). This request is made pursuant to Section 4.5 of the Agreement, which provides that the Agreement may not be assigned by either party without the prior written consent of the other party.

The reason for this requested assignment is that Jason Messner, the principal appraiser responsible for performance under the Agreement, as well as the majority of the staff have accepted employment with CBRE, Inc. and will be performing appraisal services in his capacity as an employee of CBRE, Inc. going forward.

The Assignee has reviewed the Agreement in its entirety, including the Amendment (First), and agrees to assume all obligations and faithfully perform all duties thereunder from the effective date of the assignment forward. The assignment will be memorialized in a written assignment and assumption agreement executed by both Assignor and Assignee, in a form acceptable to the City. Assignor acknowledges that assignment does not relieve Assignor of responsibility for performance absent an explicit written release by the City.

In connection with the assignment, Assignee specifically acknowledges the following obligations under the Agreement:

1) Services and Task Orders (Section 1.1) — Assignee acknowledges that work under the Agreement is authorized only through fully executed Task Orders issued by the City. Assignee will respond to City project scoping documents within the time specified, including a not-to-exceed quote and identification of staff availability, and will perform Services pursuant to each executed Task Order. Assignee acknowledges that the Agreement is not a commitment by the City to issue Task Orders.

2) Compensation and Invoicing (Section 3.1) — Assignee will submit itemized monthly statements for Services completed during the preceding month, referencing the City's Project Number and Task Order. All invoices will become due and payable within 45 days of receipt. Assignee acknowledges that the City will notify Patchin Messner in writing within 15 days of any objection to charges on the invoice and will promptly pay the undisputed portion. Hourly billing rates under the Agreement are inclusive of expenses; no reimbursable expenses will be billed separately.

3) Rate Adjustment (Amendment, Section 3) — Assignee acknowledges that the agreed-upon rates for services rendered pursuant to the Agreement were adjusted to the 2026 rates as provided by the Consultant to the City, with subsequent annual rate increases capped at three percent (3%) for 2027 and three percent (3%) for 2028.

4) Subcontracting (Section 1.1) — Assignee acknowledges that all subcontractors, if any, shall perform all obligations under the Agreement as if performed by CBRE, Inc. directly, with no contractual relationship between the City and any CBRE subcontractors.

5) Insurance (Section 2.2) — CBRE, Inc. will maintain all insurance coverages required under Section 2.2 of the Agreement, naming the City of Fargo as an additional insured on applicable policies. Insurance-related clarifications are addressed separately in the accompanying insurance letter. Updated certificates of insurance will be provided to the City prior to the effective date of the assignment.

6) Indemnification (Section 2.1) — Assignee agrees to indemnify and hold the City harmless from and against all liabilities, claims, damages, losses and expense, including reasonable attorneys' fees, to the extent caused by the negligent performance of the Services by CBRE, Inc. To the extent a claim arises out of professional liability, liability is limited to damages actually incurred as a result of negligence and to amounts covered by CBRE's professional liability insurance.

7) Governing Law; Dispute Resolution (Sections 4.4, 4.7, 4.8) — Assignee acknowledges that the Agreement is governed by the laws of the State of North Dakota, with consequential damages claims governed by North Dakota law and the Statute of Repose under NDCC 28-01-04 applicable. Assignee will exercise good faith efforts to resolve disputes through mutually acceptable Alternative Dispute Resolution procedures.

Upon the City's approval of this assignment, the authorized representative for CBRE, Inc. under the Agreement will be:

Jason L. Messner, MAI, CRE
Vice President
CBRE, Inc. Valuation & Advisory Services
13961 West Preserve Boulevard, Burnsville, MN 55337
(952) 895-1205
Jason.Messner@cbre.com

We value the longstanding working relationship between Patchin Messner Valuation Counselors and the City of Fargo and are committed to ensuring a seamless continuation of the appraisal services currently underway. CBRE, Inc. is fully committed to honoring all obligations under the Agreement. We respectfully request the City's written consent at its earliest convenience. Should you have any questions or require additional information, please do not hesitate to contact me at (952) 895-1205 or messner@valuationcounselors.net.

Sincerely,

Jason L. Messner

Jason L. Messner
President
Patchin Messner Appraisals, Inc. dba Patchin Messner Valuation Counselors

CONSENT BY CITY OF FARGO

The City of Fargo, a North Dakota municipal corporation, hereby consents to the assignment of Master Professional Services Agreement MS-23-A0 (as amended by Amendment (First) dated November 2025) from Patchin Messner Appraisals, Inc. dba Patchin Messner Valuation Counselors to CBRE, Inc., effective _____, contingent upon receipt of certificates of insurance from CBRE, Inc. naming the City of Fargo as an additional insured and evidencing the coverages required under Section 2.2 of the Agreement. This consent does not relieve Assignor of ultimate responsibility for performance unless separately agreed in writing by the City.

City of Fargo, a North Dakota municipal corporation

By: _____

Its: _____

By: _____

Its: _____

REPORT OF ACTION

PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

Type: Reimbursement Request

Location: 3808 51st Street South

Date of Hearing: 10/5/2026

Routing	Date
City Commission	10/12/2026
PWPEC File	X
Project File	Nathan Boerboom

The Committee reviewed the accompanying correspondence from Assistant City Engineer, Nathan Boerboom, regarding a request from Brookstone Companies for reimbursement for repair of an over excavated area from a previous borrow site. The property has since been platted and developed as 3808 51st Street South. The current property owner, Brookstone Companies, is proposing the construction of slab-on-grade townhomes on the site.

The property was a previously excavated area that was used as a source of flood protection levee materials during the 2009 flood fight. To support the proposed structures, the previously disturbed areas must be removed and replaced with engineering backfill. Any material determined to be unsuitable will be removed from the site and replaced with suitable clay fill.

Brookstone Companies obtained a cost proposal from Westlund Excavating, the contractor performing the site work for the development, to complete the recommend soil correction. Westlund's base proposal assumes that all excavated material is unsuitable and must be removed and replaced, resulting in a total cost of $269,800. If all excavated material is deemed suitable for reuse, the total cost of the correction would be reduced to approximately $156,200. Since the quantity of reusable material cannot be determined until excavation is complete, Staff recommends approving the full amount of Westlund's base proposal.

On a motion by Susan Thompson, seconded by Josh Boschee, the Committee voted to recommend approval of reimbursement to Brookstone Companies in the amount of $269,800 for repair and backfill of the old borrow site located at 3808 51st Street South.

RECOMMENDED MOTION

Concur with the recommendations of PWPEC and approve the reimbursement to Brookstone Companies in the amount of $269,800 for repair and backfill of the old borrow site located at 3808 51st Street South.

PROJECT FINANCING INFORMATION:

Recommended source of funding for project: Flood Sales Tax

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

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

ATTEST:

Tom Knakmuhs, P.E.
City Engineer

THE CITY OF Fargo FAR MORE

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

Memorandum

To: Members of PWPEC

From: Nathan Boerboom, Assistant City Engineer

Date: September 20, 2026

Re: 2009 Flood Fight Borrow Site – Soil Correction at 3808 51st Street South

---

Background:

Part of the emergency levee construction associated with the 2009 flood fight included the excavation of a clay borrow pit on unplatted private property immediately west of Southeast Cass Water Resource District's Drain 27 and north of 40th Avenue South. The property has since been platted and developed as 3808 51st Street South. The current property owner, Brookstone Companies, is proposing the construction of slab-on-grade townhomes on the site.

As with other properties impacted by clay borrow operations during the 2009 flood fight, and to support the proposed structures, the previously disturbed areas must be removed and replaced with engineered backfill. To evaluate the extent of the impacted area and develop recommendations for corrective action, Brookstone Companies retained American Engineering Testing (AET) to perform a geotechnical investigation. Based on its investigation, AET recommends excavating the entire previously disturbed area, which ranges in depth from approximately 4 feet to 10 feet. Once excavated, AET will evaluate the suitability of the existing clay for reuse. If the material is deemed suitable, AET recommends the material being placed in lifts not exceeding 8 inches and compacted to a minimum of 95 percent density. Any material determined to be unsuitable will be removed from the site and replaced with suitable clay fill.

Brookstone Companies obtained a cost proposal from Westlund Excavating (Westlund), the Contractor performing the site work for the development, to complete the recommended soil correction. Westlund's base proposal assumes that all excavated material is unsuitable and must be removed and replaced, resulting in a total cost of $269,800.00. Westlund's proposal also includes a unit price adjustment should some or all of the excavated clay be determined suitable for reuse by AET. Under that scenario, the contract price would be reduced by $16.00 per cubic yard of suitable material. If all excavated material is deemed suitable for reuse, the total cost of the correction would be reduced to approximately $156,200.00. Since the quantity of reusable material cannot be determined until excavation is complete, staff recommends approving the full amount of Westlund's base proposal, which is removing and replacing all material.

In addition to Westlund's quote, Brookstone Companies provided an AET's invoice of $6,300.00, which was the cost to complete the soil borings and develop the recommended correction. They also provided AET's quote of $21,495.00 to complete construction observation, material evaluation, and compaction testing of the excavated clay material.

The following information provided by Brookstone Companies is attached to this memorandum:

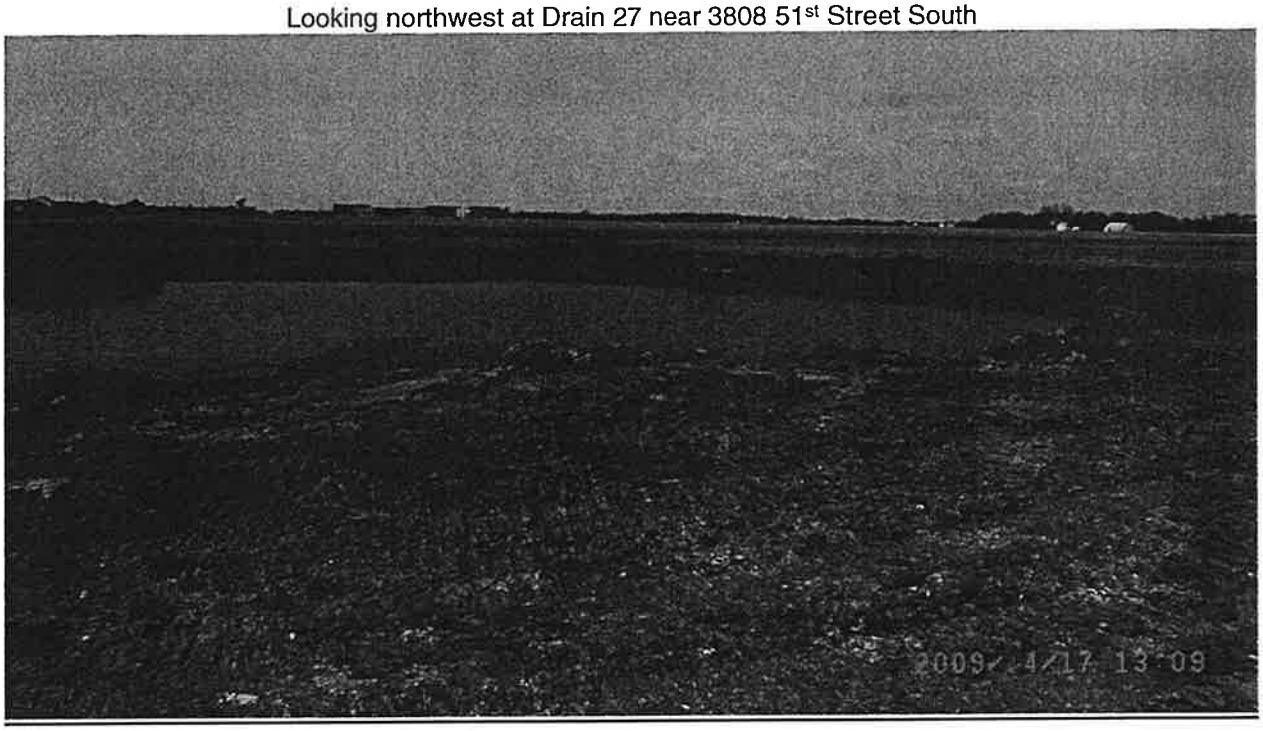
1. Site plan of proposed townhome development identifying the areas requiring excavation in accordance with AET's recommendations.
2. AET geotechnical exploration report
3. Westlund Excavating cost proposal
4. AET cost proposal for construction observation and material testing

Consistent with previous approvals for properties impacted by the 2009 flood fight clay borrow operations, staff recommends reimbursing Brookstone Companies for the costs associated with the geotechnical investigation, soil correction, construction observation, and material testing required to address the previously excavated borrow area.

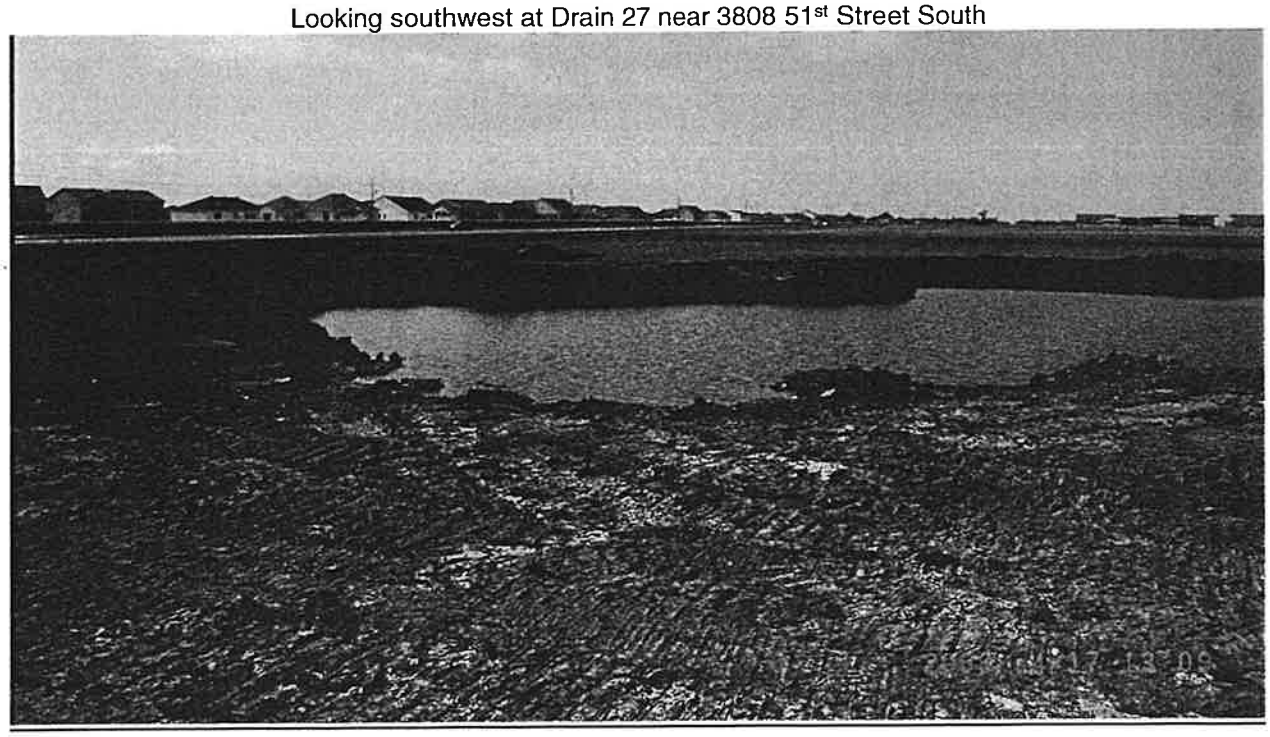
Recommended Motion:

Approve reimbursement to Brookstone Companies in an amount not to exceed $297,595.00 for soil investigation, correction, observation, and testing costs associated with the former 2009 flood fight clay borrow area located at 3808 51st Street South.

Looking northwest at Drain 27 near 3808 51st Street South



Looking southwest at Drain 27 near 3808 51st Street South



HOUSE OF DAYLIGHT
ARCHITECTURE & DESIGN STUDIO
3788 SIXTH AVE SOUTH
SUITE 201
FARGO, ND 58104
701.330.7435

VALLEY VIEW TOWNHOMES
3880 51ST STREET SOUTH
FARGO, NORTH DAKOTA 58104

NOT FOR CONSTRUCTION

REVISION LIST:
DATE | NAME

DATE: 05/18/2026
PROJECT NUMBER: 2638

SITE PLAN

A1

1 / A1 SITE PLAN
1" = 30'-0"

July 17, 2026

AMERICAN
ENGINEERING TESTING

Brookstone Companies
5302 51st Ave S., Ste A
Fargo, ND 58104

Attn: Matthew Hauff

Subject: Proposal – Geotechnical Exploration & Review
Valley View Townhomes
Fargo, North Dakota

American Engineering Testing (AET) is pleased to submit a proposal for the geotechnical exploration and review for use in the planning and development of the proposed Valley View Townhomes project in Fargo, North Dakota. Our proposal is based on our email correspondence with you on July 10, 2026. In this proposal, we present our understanding of the project, an outline of the scope of services we are to provide, and the lump sum fee for our services.

PROJECT INFORMATION

Project Description

We understand the project will include construction of four, 3-plex townhomes at 3880 51st Street S. in Fargo, North Dakota. We anticipate the single story, slab on grade structures will utilize traditional wood framing supported upon shallow frost protected foundation. We understand the City of Fargo used the project site as a borrow pit for earthen dike material during one of the previous flood events. While the replaced material is believed to be compacted, we anticipate proposed construction will remove and replace the undocumented fill.

Design loads have not been provided for this project. Based on similar projects, we estimate wall loads to be on the order of 4 kips per lineal foot and column loads (if any) on the order of 50 kips. Tolerable settlement criteria for this structure have not been provided. Unless otherwise informed, we have assumed that total and differential settlements on the order of 1 inch and ½ inch are acceptable.

This document shall not be reproduced, except in full, without written approval from American Engineering Testing, Inc.

Site Field Exploration

Based on the information provided, we propose the following scope of services:

- We will advance four (4) standard penetration (SPT) borings to a depth of 20 feet within the proposed 3-plex townhome footprints. The borings will be advanced with hollow stem auger (HSA) using a truck or track-mounted geotechnical drill rig.

We assume existing grounds are relatively level with minimal, if any, obstruction which would prevent direct access to the proposed boring locations by our track mounted drill. We also assume that there will be no obstructions negating site access such as trees, brush, overhead power lines or other obstructions limiting equipment access. Finally, we assume the geotechnical exploration will be performed during a period lacking inclement weather.

Before we drill, we will contact North Dakota One Call to locate public underground utilities. North Dakota One Call does not locate private underground utilities or structures. Examples of private utilities include, but are not limited to, propane lines, sewer laterals, sprinkler systems, site lighting, and electric and data lines between buildings. The client/property owner(s) are responsible for locating all private underground utilities and structures. Please provide us with any maps, plans, and records showing the location of all private utilities and structures.

We can provide you with names and contact information for private utility locators. These companies usually charge a fee for their services. Also, please note that private locators cannot guarantee that all private utilities will be located. For the private locator to be accurate and effective, the property owner must provide maps, plans and records showing the location of all private utilities and structures. The client/property owner must also provide a knowledgeable site representative to meet with the private locator and AET personnel.

AET shall be entitled to rely upon the accuracy of all location information supplied by any source. We will not be responsible for any damages to underground utilities or structures not located or incorrectly identified by the property owner, any maps, plans or records, or public or private utility locator providers. This is particularly important as the over-all planning of the project develops, evolves and progresses.

We will drill the borings using hollow stem augers, and sampling by split-barrel sampler and thin wall tube methods (ASTM D1586 & D1587). Our crew will keep field logs noting the methods of drilling and sampling, the Standard Penetration Values (N-values, "blows per foot"), preliminary soil classification, and observed groundwater levels. We will collect samples at 2½-foot intervals to 20 feet, then at 5-foot interval thereafter to the planned termination depths. Representative portions of recovered samples will be collected in sample jars and thin wall tubes to prevent moisture loss and submitted to our laboratory for review, testing, and final classification.

We will backfill the boreholes to comply with State requirements. Even after backfilling, some sloughing of the backfill may occur, resulting in a potential tripping hazard. We assume that the property owner will backfill and repair any boreholes that may slough after our exploration is complete. AET cannot accept any liability associated with injury or loss after we leave the site.

Laboratory Testing

We will initiate routine laboratory testing by reviewing each recovered soil sample to assess the major and minor soil components, while also noting the color, degree of saturation, and lenses or seams in the samples. Laboratory testing may include natural moisture contents and unit weight, unconfined compressive strength, and Atterberg limits.

On completion of testing, we will visually/manually classify each sample on the basis of texture and plasticity in accordance with the Unified Soil Classification System and prepare the boring logs.

Geotechnical Report

We will prepare a report in which we will present logs of the test borings, laboratory test results, a review of engineering properties of the on-site soils, and our geotechnical engineering opinions and recommendations. We anticipate the following geotechnical design areas will be evaluated.

- Earthwork for Foundations and Slabs
  - Site preparation
  - Excavation characteristics
  - Structural fill criteria
  - Required compaction and moisture conditioning
  - Wet weather construction
  - Cold weather construction
  - Suitability of the on-site soils for use as subgrade
- Trenching
  - Backfill and compaction
  - Dewatering recommendations
- Typical Shallow Foundation Design
  - Suitable foundation types
  - Allowable foundation bearing pressure
  - Total and differential settlement estimates
  - Lateral foundation base sliding friction coefficients
  - Frost depth
- Concrete Slabs-on-grade
  - Minimum slab support section
  - Modulus of subgrade reaction
  - Vapor retarder use
- Lateral Earth Pressure Considerations
  - Static equivalent fluid pressures

- Drainage Recommendations
  - Surface drainage
  - Foundation/subsurface drainage
- Additional Recommended Services
  - Geotechnical design continuity
  - Plan and specification review
  - Geotechnical observation during construction

SCHEDULE AND FEES

Weather and site access permitting, AET anticipates our field work can be scheduled approximately 3-4 weeks from receiving an authorization to proceed. Laboratory testing and a geotechnical report will be completed approximately 2 to 3 weeks after completion of site activities.

FEES

Our fees for the scope of services described above will be charged on a ***lump sum basis of $6,300.00***. Additional drilling, if necessary, will be invoiced at $32 per foot, to a maximum depth of 50 feet. Please note, our fees will be in effect for thirty (30) days after issuance of this proposal, after which they will be subject to review and adjustment where necessary. Should subsurface conditions warrant a change in scope, i.e., additional services such as more exploration or laboratory testing, we will request any fee changes prior to exceeding the proposed budget.

TERMS AND CONDITIONS

All AET Services are provided subject to the Terms and Conditions set forth in the enclosed "Environmental/Geotechnical Service Agreement — Terms and Conditions," which, upon acceptance of this proposal, are binding upon you as the Client requesting Services, and your successors, assignees, joint ventures and third-party beneficiaries. Please be advised that additional insured status is granted upon acceptance of the proposal.

ACCEPTANCE

AET requests written acceptance of this proposal in the Proposal Acceptance box below, but the following actions shall constitute your acceptance of this proposal together with the Terms and Conditions and Amendments: 1) issuing an authorizing purchase order for any of the Services described above, 2) authorizing AET's presence on site, or 3) written or electronic notification for AET to proceed with any of the Services described in this proposal. Please indicate your acceptance of this proposal by signing below and returning a copy to us. When you accept this proposal, you represent that you are authorized to accept on behalf of the Client.

CLOSING

AET appreciates the opportunity to provide this service for you and we look forward to working with you on this project. If you have questions or need additional information, please contact us.

Sincerely,
American Engineering Testing, Inc.

Josh Holmes, PE
Principal Engineer

Mark Blixt, PE
Engineer II

Attachments: Environmental/Geotechnical Service Agreement – Terms and Conditions
Certificate of Insurance
W9

ACCEPTANCE AND AUTHORIZATION: AET Proposal No. P-00XXXXX

SIGNATURE:_____

PRINTED NAME:_____

COMPANY:_____

ADDRESS: _____

PHONE NUMBER AND EMAIL:_____

DATE:_____

INVOICING INFORMATION (Provide Company AP Department Information, if present.)

AP CONTACT NAME:_____

BILLING/MAILING ADDRESS:_____

AP PHONE NUMBER AND INVOICE EMAIL:_____

P.O. NO./ PROJECT NO.: _____

SECTION 1 - RESPONSIBILITIES

1.1 – This Service Agreement – Terms and Conditions ("terms and conditions") is applicable to all services ("Services") provided by American Engineering Testing, Inc. (AET). As used herein "Services" refer to the scope of Services described in the proposal submitted by AET to Client. The proposal, these terms and conditions and any appendices attached hereto shall comprise the agreement ("Agreement") between AET and Client for Services described in the proposal and are binding upon the Client, its successors, assignees, joint ventures and third-party beneficiaries. **AET requests written acceptance of the Agreement, but the following actions shall also constitute Client's acceptance of the Agreement: 1) issuing an authorizing purchase order, task order, service order, or any other documentation for any of the Services, 2) authorizing AET's presence on site, or 3) written or electronic notification for AET to proceed with any of the Services. Issuance of a purchase order, task order or service order by Client which contains separate terms and conditions will not take precedence or modify the terms and conditions contained in this Service Agreement AND THE TERMS AND CONDITIONS OF THIS SERVICE AGREEMENT AND ANY CORRESPONDING PROPOSAL ISSUED BY AET SHALL GOVERN UNLESS AUTHORIZED IN WRITING IN ADVANCE BY AET.**

1.2 - Prior to AET performing Services, Client will provide AET with all information that may affect the cost, progress, safety and performance of the Services. This includes, but is not limited to, information on proposed and existing construction, all pertinent sections of contracts between Client and their client and/or Owner which contain flow-down provisions to AET, if they are included, site safety plans or other documents which may control or affect AET's Services. If new information becomes available or changes are made during AET's Services, Client will provide such information to AET in a timely manner. Failure of Client to timely notify AET of changes to the project including, but not limited to, location, elevation, loading, or configuration of the structure or improvement will constitute a release of any liability of AET. Client will provide a representative for timely answers to project-related questions by AET.

1.3 - AET observes and tests earthwork and other construction operations and materials, and may provide opinions, conclusions and recommendations regarding the same. However, AET's Services do not relieve the contractors of their contractual responsibility to perform their work in accordance with approved plans, specifications and building code requirements.

1.4 - AET personnel do not have authority to accept, reject, direct or otherwise approve the work of the contractor. AET cannot stop work or waive or alter the requirements of the project documents. Any authority given to AET by Client must be in writing prior to the start of Services.

1.5 - AET does not perform construction management, general contracting or surveying services and our involvement with the project does not constitute any assumption of those responsibilities.

1.6 - Services performed by AET often include sampling at specific locations. Client acknowledges the limitations inherent in sampling. Variations in conditions occur between and beyond sampled/tested locations. The passage of time, natural occurrences and direct or indirect human activities at the site or distant from it may alter the actual conditions. Client assumes all risks associated with such variations.

1.7 - AET is not responsible for interpretations or modifications of AET's recommendations by other persons.

1.8 - Should change in conditions be alleged, Client agrees to notify AET before evidence of alleged change is no longer accessible for evaluation.

1.9 - Test borings and/or cone penetration test soundings to a proper depth below foundation grade and the base of suitable bearing soils are recommended to explore the deeper unseen soil and ground water conditions. Judgments made by AET personnel regarding the suitability of materials and ground water conditions below the bottom of an excavation are limited if sufficiently deep test borings/soundings are not provided by the Client prior to our observations and judgments. AET's opinions, conclusions and recommendations are qualified to that extent.

1.10 – Pricing in the proposal assumes use of these terms and conditions. AET reserves the right to amend pricing if Client requests modifications to the Agreement or use of Client's alternate contract format. Any contract amendments made after Client has authorized the Services shall be applicable only to Services performed after the effective date of such amendment. The proposal and these terms and conditions, including terms of payment, shall apply to all Services performed prior to the effective date of such amendment.

1.11 – The AET proposal accompanying these terms and conditions is valid for thirty (30) days after the proposal issuance date to the Client. Any attempt to authorize Services after the expiration date is subject to AET's right to revise the proposal as necessary.

SECTION 2 – ON CALL SERVICES

2.1 - If AET's Services are performed on an on-call basis at the direction of the Client or its authorized representatives, Client acknowledges the inherent limitations associated with performing engineering judgments and testing Services on an on-call basis, including without limitation, the inability to completely evaluate, document or judge work and conditions not directly observed or tested by AET. AET's opinions, conclusions, and recommendations are qualified to the extent of those limitations.

2.2 - Density tests of fill soils represent conditions only at the locations and elevations tested and do not necessarily represent conditions laterally, above or below. AET can only provide judgments regarding the engineered fill system to adequately support the design construction loadings by monitoring the filling process on a continuous basis for consistency of soil type, moisture content, lift thickness, and compaction effort.

2.3 – AET requires a minimum of 24 hours' notice of the need for Services. AET will not be liable for claims, damages, or delays related to failure of Client to provide adequate advance notice to AET.

SECTION 3 - SAFETY

3.1 - Client shall inform AET of any known or suspected hazardous materials or unsafe conditions at the site. Client or its authorized representative(s) is responsible for the safety of the jobsite. If, during the course of AET's Services, such materials or conditions are discovered, AET reserves the right to take measures to protect AET personnel and equipment or to immediately terminate Services. Client shall be responsible for payment of such additional protection costs.

3.2 - AET shall only be responsible for safety of AET employees at the site; the safety of all others shall be Client's or other persons' responsibility.

SECTION 4 - SAMPLES

4.1 - Client shall inform AET of any known or suspected hazardous materials prior to submittal to AET. All samples obtained by or submitted to AET remain the property of the Client during and after the Services. Any known or suspected hazardous material samples will be returned to the Client at AET's discretion.

4.2 - Non-hazardous samples will be held for thirty (30) days and then discarded unless, within thirty (30) days of the report date, the Client requests in writing that AET store or ship the samples. Storage and shipping costs shall be borne solely by Client.

SECTION 5 - PROJECT RECORDS

The original project records prepared by AET will remain the property of AET. AET shall retain these original records for a minimum of three years following submission of the report, during which period the project records can be made available to Client at AET's office at reasonable times.

SECTION 6 - STANDARD OF CARE

AET performs its Services consistent with the level of care and skill normally performed by other firms in the profession at the time of this service and in this geographic area, under similar budgetary constraints.

SECTION 7 - INSURANCE

AET maintains insurance with coverage and minimum limits shown below. AET will furnish certificates of insurance to Client upon request.

7.1 –

Workers' Compensation Employer's Liability	Statutory Limits $100,000 each accident $500,000 disease policy limit $100,000 disease each employee
Commercial General Liability	$1,000,000 each occurrence $1,000,000 aggregate
Automobile Liability	$1,000,000 each accident
Professional/Pollution Liability Insurance	$1,000,000 per claim $1,000,000 aggregate

7.2 - Commercial General Liability insurance will include coverage for Products/Completed Operations extending one (1) year after completion of AET's Services as outlined in our proposal, Property Damage, Personal Injury, and Contractual Liability coverage applicable to AET's indemnity obligations under this Agreement.

7.3 - Automobile Liability insurance shall include coverage for all owned, hired and non-owned automobiles.

7.4 - Professional/Pollution Liability Insurance is written on a claims-made basis and coverage will be maintained for one (1) year after completion of AET's Services as outlined in our proposal. Renewal policies during this period shall maintain the same retroactive date.

7.5 - **To the extent permitted by applicable state law, and upon Client's signing of the proposal, which includes these Terms and Conditions, and return of the same to AET, or Client provided forms of acceptance as defined in Section 1.1; Client and Owner shall be named an "additional insured" on AET's Commercial General Liability Policy (Form CG D4 14, which includes blanket coverage for the Additional Insured on a Primary and Non-Contributory basis). Client and Owner shall also be named an "additional insured" on a Primary and Non-contributory basis on AET's Automobile Liability Policy (Form CA T4 74). Any other endorsement, coverage or policy requirement may result in additional charges.**

7.6 - AET will maintain insurance coverage required by this Agreement at its sole expense, provided such insurance is reasonably available, with insurance carriers licensed to do business in the state in which the project is located and having a current A.M. Best rating of no less than A minus (A-). Such insurance shall provide for thirty (30) days prior written notice to Client for notice of cancellation or material limitations for the policy or ten (10) days' notice for non-payment of premium.

7.7 - AET reserves the right to charge Client for AET's costs for additional coverage requirements unknown on the date of the proposal, e.g., coverage limits or policy modification including waiver of subrogation, additional insured endorsements and other project specific requirements.

SECTION 8 - DELAYS

If delays to AET's Services are caused by Client or Owner, other parties, strikes, natural causes, pandemic, weather, or other items beyond AET's control, a reasonable time extension for performance of the Services shall be granted, and AET shall receive an equitable fee adjustment.

SECTION 9- PAYMENT, INTEREST AND BREACH

9.1 - Invoices are due net thirty (30) days from the date of receipt of an undisputed invoice. Invoices will be paid without reductions for bond or retention. Client will inform AET of invoice questions or disagreements within fifteen (15) days of invoice date; unless so informed, invoices are deemed correct.

9.2 – Invoices remaining unpaid for sixty (60) days shall constitute a material breach of this Agreement, permitting AET, in its sole discretion and without limiting any other legal or equitable remedies for such breach, to terminate performance of this Agreement and be relieved of any associated duties to the Client or other persons. Further, AET may withhold from Client data and reports in AET's possession. If Client fails to cure such breach, all reports associated with the unpaid invoices shall immediately upon demand be returned to AET and Client may neither use nor rely upon such reports or the Services.

9.3 – AET reserves the right to pursue any unpaid invoice utilizing available remedies at law. AET explicitly reserves its Mechanic Lien or Bond Claim rights for nonpayment of an undisputed invoice. Client is responsible for paying AET expenses and attorney fees related to collection of past due invoices.

9.4 – AET reserves the right to charge a 2.5% fee on any payment made using a credit card or debit card.

SECTION 10 - CHANGE ORDERS

AET's proposal associated with this project may provide an estimated cost for the work. If the proposal amount is a time and material estimate, or if changes occur affecting the project scope, estimated quantities, project schedule or other unforeseen conditions, AET will communicate with Client and request a change order. However, nothing in this agreement shall be construed in any way as a waiver of payment by Client to AET for Services authorized under this agreement. Approval of a change order may be in writing, by electronic communication, or any directive for additional Services.

SECTION 11 - MEDIATION

11.1 - Except for enforcement of AET's rights to payment for Services rendered or to assert and/or enforce its lien rights, including without limitation assertion and enforcement of mechanic's lien rights and foreclosure of the same, Client and AET agree that any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to arbitration or the institution of legal or equitable proceedings by either party; provided however that if either party fails to respond to a request for mediation within sixty (60) days, the party requesting mediation may without further notice, proceed to arbitration or the institution of legal or equitable proceedings.

11.2 - Mediation shall be in accordance with the Construction Industry Mediation Rules of the American Arbitration Association. Request for mediation shall be in writing and the parties shall share the mediator's fee and any filing fees equally and each party shall pay their own legal fees. The mediator shall be acceptable to both parties and shall have experience in commercial construction matters.

SECTION 12 - LITIGATION REIMBURSEMENT

Except for matters relating to non-payment of fees, which is governed by Section 10 hereof, payment of attorney's fees and costs associated with lawsuits or arbitration of disputes between AET and Client, which are dismissed or are judged substantially in either party's favor, shall be paid by the non-prevailing party. Applicable costs include, but are not limited to, attorney and expert witness fees, court costs, and other direct costs.

SECTION 13 - MUTUAL INDEMNIFICATION

13.1 - Subject to the limitations contained in Sections 14 and 17, AET agrees to indemnify Client from and against damages and costs to the extent caused by AET's negligent performance of the Services.

13.2 - Client agrees to indemnify AET from and against damages and costs to the extent caused by the intentional acts or negligence of the Client, Owner, Client's contractors and subcontractors or other third parties.

13.3 - If Client has an indemnity agreement with other persons or entities relating to the project for which AET's Services are performed, the Client shall include AET as an Additional Insured.

13.4 - AET's indemnification to the Client, including any indemnity required or implied by law, is limited solely to losses or damages caused by its failure to meet the standard of care and only to the extent of its negligence.

SECTION 14 - NON-SOLICITATION

Each party to this Agreement (a "Party") agrees that it will not encourage, induce, or actively solicit any employee of the other party to leave their employment for any reason, provided that neither Party is precluded from (a) hiring any such employee who has been terminated by a Party or its subsidiaries prior to commencement of employment discussions between a Party and such employee, or (b) soliciting any such employee by means of a general advertisement or through an employment agency that does not specifically pursue the employee, or (c) hiring employees or former employees of the other Party who contact the Party on its own accord. This Non-Solicitation provision shall be effective and enforceable for six (6) months following termination of this Agreement.

SECTION 15- MUTUAL WAIVER OF CONSEQUENTIAL DAMAGES

Except as specifically set forth herein and to the extent permitted by applicable law, Client and AET waive against each other, and each other's officers, directors, members, subcontractor, agents, assigns, successors, partners, and employees any and all claims for or entitlement to special, incidental, indirect, punitive, or consequential damages arising out of, resulting from, or in any way related to the Services provided by AET under this Agreement. This mutual waiver of consequential damages includes, but is not limited to, the following: loss of profits; loss of revenue; rental costs/expenses incurred; loss of income; loss of use of property, equipment, materials or services; loss of opportunity; loss of rent; loss of good will; loss of financing; loss of credit; diminution of value; loss of business and reputation; loss of management or employee productivity or the services of such persons; increased financing costs; cost of substitute facilities; cost of substitute goods/property/equipment; cost of substitute services; and/or cost of capital. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement in accordance with the provisions of the Agreement and related documents and shall survive any such termination.

SECTION 16 - LIMITATION OF LIABILITY

To the fullest extent permitted by applicable law, the total aggregate liability of AET and its officers, directors, partners, employees, subcontractors, agents, and sub-consultants, to Client and/or Client's employees, officers, directors, members, agents, assigns, successors, or partners, or anyone claiming through Client, for any and all injuries, damages, claims, losses, or expenses (including attorney's fees and costs) arising out of, resulting from or in any way related to Services provided by *AET* from any cause or causes, including, but not limited to, its negligence, professional errors and omissions, strict liability, breach of contract, or breach of warranty shall not exceed the total compensation in excess of costs received by AET for Services or $50,000, whichever is less. The limitation of liability set forth herein does not apply to claims arising solely out of or related to the willful or intentional acts of AET.

SECTION 17 - POSTING OF NOTICES ON EMPLOYEE RIGHTS

Effective June 21, 2010, prime contracts with a value of $100,000 or more and signed by federal contractors on projects with any agency of the United States government must comply with 29 CFR Part 471, which requires physical posting of a notice to employees of their rights under Federal labor laws. The required notice may be found at *29 Code of Federal Regulations Part 471, Appendix A to Subpart A*. The regulation also has a "flow-down" requirement for subcontractors under the prime agreement for subcontracts with a value of $10,000 or more. AET requires strict compliance of its subcontractors working on federal contracts subject to this regulation. The regulation has specific requirements for location of posting and language(s) for the poster.

SECTION 18 - TERMINATION

After 7 days' written notice, either party may elect to terminate work for justifiable reasons. In this event, the Client shall pay AET for all Services performed, including demobilization and reporting costs to complete the Services.

SECTION 19 - SEVERABILITY

Any provisions of this Agreement later held to violate a law or regulation shall be deemed void, and all remaining provisions shall continue in force. However, Client and AET will in good faith attempt to replace an invalid or unenforceable provision with one that is valid and enforceable, and which comes as close as possible to expressing the intent of the original provision.

SECTION 20 - GOVERNING LAW

This Agreement shall be construed in accordance with the Laws of the State of Minnesota without regard to its conflicts of law provisions.

SECTION 21 - ENTIRE AGREEMENT

This Agreement, including these terms and conditions and attached proposal and appendices, is the entire agreement between AET and Client. Regardless of method of acceptance of this Agreement by the Client, this Agreement supersedes any written or oral agreements, including purchase/work orders or other Client agreements submitted to AET after the start of our Services. Any modifications to this Agreement must be mutually acceptable to both parties and accepted in writing. No considerations will be given to revisions to AET's terms and conditions or alternate contract format submitted by the Client as a condition for payment of AET's accrued Services.

SECTION 22 - SITE ACCESS, UNDERGROUND FACILITIES AND CONSTRUCTION STAKING (CONSTRUCTION)

22.1 - Client will furnish AET safe and legal site access.

22.2 – With the exception of public utilities which AET will contact state "call before you dig" notification centers (e.g. Gopher State One call in Minnesota), Client will mark or cause to be marked the location of all other underground utilities and structures (Facilities) that service or are located on the site. AET shall be entitled to rely upon the accuracy of all location information supplied by any source.

22.3 – Client shall hold harmless, indemnify and defend AET from all claims, damages, losses, fines, penalties and expenses (including attorney's fees) arising out of or related to the following: a) Facilities that are not shown or vary from the locations shown on any plans or drawings, b) Facilities that are not located by or vary from the locations marked by Client, governmental or quasi-governmental locator programs, or private utility locating services, or c) any other Facilities that are not disclosed or vary from locations provided by the Client. The obligation to defend AET shall be independent of the obligation to indemnify and hold harmless AET and shall be with independent counsel acceptable to AET.

22.4 - The location and elevation of a proposed structure or facility shall be staked (with offsets) and controlled by surveying or GPS equipment by others. AET's measurements are made in relation to that information. The reliability of any opinions, conclusions, and recommendations based on those measurements is strictly dependent on the accuracy of the staking or GPS information provided by others.

22.5 - During construction, observations and testing Services are based on the positioning of the formwork by the contractor or its subcontractor. AET will not be responsible for any errors or damages resulting from improper location or positioning of the formwork.

22.6 – Client acknowledges that in the normal course of it Services, AET may unavoidably alter existing site conditions or affect the environment in the are being studied. AET will take reasonable precautions to minimize alterations to the site or existing materials. Restoration of the site is the responsibility of the Client.

SECTION 23 UNDERGROUND UTILITIES AND STRUCTURES AND FACILITIES (GEOTECH)

23.1 – Public Utilities: AET's sole responsibility under this section will be to contact the state "call before you dig" notification center (e.g. Gopher State One Call in Minnesota), if such an entity exists, for location information of public utilities only. AET shall have no obligation to proceed with the work until Client has fully complied with all the requirements of this Section 23.

23.2 – Private Utilities and all other Equipment or Facilities: Client will mark or cause to be marked the location of all other Facilities, Equipment and/or Utilities that service or are located on the site including but not limited to private utilities. AET shall be entitled to rely upon the accuracy of all location information supplied by any source including the Client.

23.3 - Client acknowledges that location data may be incorrect or that some Facilities, Equipment or Utilities may not be capable of location and Client fully acknowledges and accepts this risk and waives any claims against AET for damages or claims arising out of or in any way related to incorrect locations of Utilities, Equipment or Facilities incapable of location.

23.4 - Client shall waive as against AET and further hold harmless, indemnify and defend AET from all claims, damages, losses, fines, penalties and expenses (including attorney's fees) by any third parties arising out of or related to the following: a) Facilities and utilities that are not shown or vary from the locations shown on any plans or drawings, b) Facilities and utilities that are not located by or vary from the locations marked by Client, governmental or quasi-governmental locator programs, or private utility locating services, or c) any other Facilities or utilities that are not disclosed or vary from locations provided by the Client. The obligation to defend AET shall be independent of the obligation to indemnify and hold harmless AET and shall be with independent counsel acceptable to AET.

AMERICAN
ENGINEERING TESTING

REPORT OF GEOTECHNICAL EXPLORATION

Valley View Townhomes
Fargo, North Dakota

AET Project No.
P-0055369

Date:
August 30, 2026

Prepared for:
Brookstone Companies

Geotechnical • Materials
Forensic • Environmental
Building Technology
Petrography/Chemistry

American Engineering Testing
3095 42nd Street North
Fargo, ND 58102
TeamAET.com • 701.232.1822

AMERICAN
ENGINEERING TESTING

August 30, 2026

Brookstone Companies
5302 51st Ave S., Ste A
Fargo, ND 58104

Attn: Mattthew Hauff

RE: Valley View Townhomes
Fargo, North Dakota
AET Report No. P-0055369

Mr. Hauff:

American Engineering Testing, Inc. (AET) is pleased to present the results of our subsurface exploration program and geotechnical engineering review for your Valley View Townhomes project in Fargo, North Dakota. These services were performed according to our proposal to you dated July 17, 2026.

We are submitting one copy of the report to you.

Please contact us at (701) 232-1822 if you have any questions about the report. We can also be contacted for arranging construction observation and testing services during the earthwork phase.

Sincerely,
American Engineering Testing, Inc.

Josh Holmes, P.E.
Principal Engineer
jholmes@teamaet.com

REGISTERED PROFESSIONAL ENGINEER
JOSH
HOLMES
PE-9805
DATE
NORTH DAKOTA

Josh Holmes, P.E.
Date: 8/30/2026

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APPENDIX A – Geotechnical Field Exploration and Testing
Boring Log Notes
Unified Soil Classification System
Figure 1 - Boring Locations
Subsurface Boring Logs

APPENDIX B – Geotechnical Report Limitations and Guidelines for Use

1.0 INTRODUCTION

The proposed project will include construction of four, 3-plex townhouses at 3880 51st Street S. in Fargo, North Dakota. To assist planning and design, you have authorized American Engineering Testing, Inc. (AET) to conduct a subsurface exploration program at the site, conduct soil laboratory testing, and perform a geotechnical engineering review for the project. This report presents the results of the above services and provides our engineering recommendations based on this data.

2.0 SCOPE OF SERVICES

AET's services were performed according to our proposal to you dated July 17, 2026, which you authorized on July 23, 2026. The authorized scope consists of the following.

- Four (4) standard penetration test borings to maximum depth of 20 feet.
- Soil laboratory testing
- Geotechnical engineering review based on the data and preparation of this report

These services are intended for geotechnical purposes only. The scope is not intended to explore for the presence or extent of environmental contamination in the soil or groundwater.

3.0 PROJECT INFORMATION

We anticipate the proposed single story structures will utilize traditional wood framing supported upon standard shallow foundations. We have not been provided project specific loading. Based on similar construction, we estimate maximum column loads, if any, of 50 kips and wall loads of 4 kips per lineal foot. We anticipate moderate cuts and fills on the order of 0.2 to 1.6-foot to establish the finished floor elevation near elevation 197.0 feet.

Our foundation design assumptions include a minimum factor of safety of 3 with respect to the ultimate bearing capacity. We assume the structure will be able to tolerate total settlements of up to 1 inches, and differential settlements over a 30-foot distance of up to ½ inch.

The above-stated information represents our understanding of the proposed construction. This information is an integral part of our engineering review. It is important that you contact us if there are changes from that described so that we can evaluate whether modifications to our recommendations are appropriate.

4.0 SUBSURFACE EXPLORATION AND TESTING

4.1 Field Exploration Program

The subsurface exploration program conducted for the project consisted of four (4) standard penetration test borings. Number of borings, boring depths, and boring locations were discussed with the client. The logs of the borings and details of the methods used appear in Appendix A. The logs contain information concerning soil layering, soil classification, geologic origins, and moisture condition. A density description or consistency is also noted for the natural soils, which is based on the standard penetration resistance (N-value).

The boring locations are shown on Figure 1 in Appendix A. The borings were located relative to existing site features by AET personnel. The benchmark reference was the top nut of the fire hydrant located north of the property (reference boring plan). The elevation of the temporary benchmark, as assigned by AET, is 200.00 feet.

4.2 Laboratory Testing

The laboratory test program included moisture-densities and pocket penetrometer testing of native clay soils. The test results appear in Appendix A on the individual boring logs adjacent to the samples upon which they were performed, or on the data sheets following the logs.

5.0 SITE CONDITIONS

5.1 Surface Observations

The property is currently vacant greenspace with vegetative cover. We understand the property was previously used as a borrow site for levee construction during one of the previous Fargo flood events. Fill encountered within the borings corroborates the assumed usage. We assume the site has not otherwise been previously developed and does not contain construction debris. Boring elevations indicate poor surface drainage towards the center of the lot. The overall elevation difference between borings is approximately 1.8 feet.

5.2 Subsurface Soils/Geology

The overall subsurface soil profile at the proposed building location generally consists of approximately 0.5 to 1.7 feet of topsoil (organic fill), overlying fill clay extending 4 to 9.7 feet below grade, underlain by firm to soft Glacial Lake Agassiz (GLA) soils that extend to termination of borings. GLA soils consist of Sherack formation fat clay and silty fat clay overlying fat clay soils of the Brenna formation. The GLA soils exhibit varying color, moisture content, and unit weight. Additional comment on the evaluation of recovered soil samples is presented within the report appendices.

5.3 Groundwater

While we did not encounter measurable groundwater during or at completion of drilling operations, select samples recovered during our exploration program were moist to wet. The moisture content of lens soils and host clays can vary annually and per recent precipitation. Such soils and other regional dependent conditions may produce groundwater entry of project excavations. We direct your attention to other report sections and appendices concerning groundwater issues and subsurface drainage.

5.4 Review of Soil Properties

Through material composition, clay soils have a tendency to swell with absorption of moisture. This is especially true for fat clays (CH) or silty fat clays (CH-MH) due to increased montmorillonite mineral content. A major attribute contributing to swell of clays is absorption of moisture under reduced confinement. Continuous drainage of site excavations is necessary to reduce swelling impacts to your project.

6.0 RECOMMENDATIONS

6.1 Building Grading

6.1.1 Excavation

To prepare the building area for foundation and slab support, we recommend removal of topsoil and undocumented clay fill to expose the underlying native clay subgrade. This would result in excavation depths at the boring locations as shown in Table 1.

Table 1: Recommended Excavation Depths [Note 1]

Boring Number	Existing Ground Elevation (feet, AET Datum)	Removal of Unsuitable Materials		Excavation Elevation (feet)
		Depth of Materials (feet)		
B-1	197.2	6.5	Topsoil (1.7') and Fill	190.7
B-2	195.4	9.7	Topsoil (1.2') and Fill	185.7
B-3	196.3	6.5	Topsoil (0.5') and Fill	189.7
B-4	196.7	4	Topsoil (0.5') and Fill	192.7

Note 1 Refer to report recommendations associated with excavation at, and within the vicinity of the soil borings.

The depth/elevation indicated in Table 1 is based on the soil condition at the specific boring location. Since conditions will vary away from the boring location, it is recommended that AET geotechnical personnel observe and confirm the competency of the soils in the entire excavation bottom prior to new fill or footing placement.

Where the excavation extends below foundation grade, the excavation bottom and resultant engineered fill system must be oversized laterally beyond the planned outside edges of the foundations to properly support the loads exerted by that foundation. This excavation/engineered fill lateral extension should at least be equal to the vertical depth of fill needed to attain foundation grade at that location (i.e., 1:1 lateral oversize). Additionally, you should provide a 2 horizontal to 1 vertical or flatter transition between native soils and engineered fill to mitigate abrupt differential settlement.

6.1.2 Fill Placement and Compaction

Engineered fill for overall corrective earthwork and for support of project perimeter footings should consist of native, non-organic clay. It is our opinion that the mostly non-organic undocumented clay fill at this site may be reused as engineered fill provide it is placed and compacted prior to construction of foundations. We note that the clay is rather desiccated and will likely require water to moisture and compaction requirements.

Engineered fill placed interior to and above the base of perimeter frost footings should consist of granular soils which comply with the material properties listed for granular fill placement below floor slab construction.

Unless otherwise directed by the report, you should temper engineered fill for correct moisture content and then place and compact individual lifts of engineered fill to 95% relative compaction to a standard Proctor. We recommend a maximum individual loose lift size of 8 inches. Clay fill should be moisture conditioned such that it is no less than 1 percent below and no more than 3 percent above optimum.

6.2 Foundation Design

The structure can be supported on conventional spread foundations placed on native non-organic soil or engineered fill. We recommend perimeter foundations for heated building space is placed such that the bottom is a minimum of 5 feet below exterior grade. We recommend foundations for unheated building space (such as canopy foundations) be extended to a minimum of 7 feet below exterior grade.

Based on the conditions encountered, it is our opinion strip and exterior column footings can be designed based on a net maximum allowable soil bearing pressure of **2,000 psf.** Isolated interior basement column footings may be designed based on a net maximum allowable soil bearing pressure of **2,500 psf**. It is our judgment this design pressure will have a factor of safety of at least 3 against the ultimate bearing capacity. Note that minimum footing sizes must comply with the International Building Code requirements.

Foundations designed for this report's pressure recommendations and loaded per report assumptions may experience long term, total settlement of approximately ½ to 1 inch with the upper estimate more probable. Likewise, project footings may experience differential settlement on the order of ½ inch with greatest movement occurring between adjacent footings of greatest load variation.

We estimate the finished floor will match the existing structure at 197.0 feet. Therefore, we estimate perimeter frost footings will be constructed at or near 192.0 feet. Similarly, we anticipate interior footings (heated area) will be established at or near elevation 194.0 feet. This should result in founding of project footings on engineered fill.

Retaining walls or foundation walls with unbalanced earthen fill will experience lateral loading from retained soils. You may model this lateral loading as an equivalent earth pressure applied to the foundation wall providing site geometric and related conditions complies with the parameters supporting such modeling. We recommend use of the Table 2 "at-rest" equivalent fluid earth pressures for establishing lateral loading of foundations walls with unbalanced earthen fill.

Table 2: Retained Soil - Equivalent Fluid Weight / Coefficient of Friction

Soil Type	*"At Rest" Condition* (pcf) [1]	*"Active" Condition* (pcf) [1]	*"Passive Condition* (pcf) [1]	*Coefficient of Friction* [2]
Fat Clay (CH)	95	80	130	0.25
Sand (SP, SP-SM)	65	45	250	0.45

1 The recommendations for equivalent fluid weight based solely on assumed conditions with respect to sloping ground and/or presence of surcharge load. We caution design professional that actual loads imparted to the foundation will be dependent on soil conditions, site geometric considerations and surcharge loads imparted to the structure.

2 The determination of resistance to sliding determined based on multiplication of the respective coefficient of friction by the effective vertical stress occurring at the elevation of interest.

6.3 Floor Slab Design

For concrete slab design, we estimate the native clay subgrade should provide a Modulus of Subgrade Reaction (k-value) of at least 50 pci. This modulus can be increased to 100 pci providing a minimum of 24 inches of granular fill supports floor construction.

Fill placement for the floor slab should consist of granular fill, providing such fill has 100 percent material passing the 1-inch sieve opening, no more than 50 percent materials passing the No. 40 U.S. Sieve opening, and no more than 12 percent material passing the No. 200 U.S. Sieve opening.

The final 6 inches of fill below the concrete floor slab should consist of a "pit run" or processed sand (sand cushion) with 100 percent material passing the 1-inch sieve opening, no more than 50 percent material passing the No. 40 U.S. Sieve opening, and no more than 5 percent material passing the No. 200 U.S. Sieve opening. The moisture content of the sand cushion should be tempered to the same limiting values as for the interior granular fill. As placed, the sand cushion should be compacted until there is no more visually discernable settlement. We anticipate such compaction will be on the order of or greater than 95 percent of the standard Proctor maximum dry density.

You should isolate floor slabs from other building components. It is our opinion such isolation should include installation of a ½ inch thick expansion joint between the floor and walls, and/or columns to minimize binding between construction materials. This construction should also include application of a compatible sealant after curing of the floor slab to reduce moisture penetration though the expansion joint. As a minimum, you should install bond breaker to isolate and reduce binding between building components.

For recommendations pertaining to moisture and vapor protection of interior floor slabs, we refer you to the attached standard sheet entitled "Floor Slab Moisture/Vapor Protection."

6.4 Exterior Backfill & Subsurface Drainage

Many of the on-site soils are at least moderately frost susceptible. Because of this, certain design considerations are needed to mitigate these frost effects. For details, we refer you to the attached sheet entitled "Freezing Weather Effects on Building Construction."

Exterior fill placement around the foundation and associated final grading adjacent to the building can significantly impact the performance of a structure. We understand the project ***will not*** include foundations walls or retaining walls that retain soils.

While not required for this project, you should consider installing subsurface drainage at the base of foundation walls to limit moisture accumulation within granular soils placed below interior floors with sensitive floor coverings. As a general guideline, such drainage consists of a geotextile and coarse drainage encased slotted or perforated pipe extending to sump basin(s). We recommend that exterior drainage (if any) be separated from interior drainage to reduce risk of cross flow and moisture infiltration below structure interior. The project Architect and/or Structural Engineer of Record should determine actual need for subsurface drainage.

Exterior backfill of at-grade foundations walls should consist of native, non-organic soils for at-grade construction. Placement of exterior backfill against at-grade foundation walls should be performed concurrently with interior backfill to minimize differential loading, rotation and/or movement of the wall system.

Exterior backfill for retaining walls or foundation walls retaining soils (if any) should consist of a native, coarse alluvium or "pit run" granular soil with a fine content equal to or less than 12 percent passing the No. 200 US Sieve opening (i.e. fill extending to within 2 feet of final grade). The final one and one half to two feet of exterior backfill within lawn areas should consist of clay and topsoil. Exterior backfill below sidewalks and pavements should consist of a free draining aggregate base as recommended for the respective construction.

Unless otherwise directed by the report, you should temper engineered fill for correct moisture content and then place and compact individual lifts of engineered fill to 95% relative compaction to a standard Proctor. Clay fill should be moisture conditioned such that it is no less than 1 percent below and no more than 3 percent above optimum.

You should limit placement of exterior backfill against below grade foundations until lateral restraint of the foundation walls has been installed to the satisfaction of the Structural Engineer. Final grading of exterior backfill should provide sufficient grade for positive drainage from structure. We presented within other report section recommendations for final grading.

6.5 Surface Drainage

You should maintain positive drainage during and after construction of project and eliminate ponding of water on site soils. We recommend you include provisions within construction documents for positive drainage of site. You should install sumps at critical areas around project to assist in removal of seepage and runoff from site.

You should maintain the moisture content of site clays as close to optimum as possible as excessive changes can cause shrinkage or expansion of the soil, and lead to distress of construction.

We understand sidewalks, curbing, pavements, and lawn will direct drainage from structure. You should grade exterior to slope from building(s). We recommend that you provide a 5 percent gradient within 10 feet of building for drainage from lawn, and 2 percent minimum gradient from building for drainage of sidewalks / pavements. All pavements should drain to on-site storm collection, municipal collection system, or roadside ditching.

You should direct roof runoff from building by a system of interior roof and scupper drains, or rain gutters, down spouts and splash pads. It is our opinion interior roof drains plumbed directly to the storm water piping system provide the most favorable method of conveying drainage from the roof as interior drains do not freeze or discharge runoff onto exterior sidewalks and pavements.

6.6 Utilities

Placement of underground utilities typically includes granular bedding for support of piped systems. Placement of granular soils within underground utility construction promotes migration of subsurface moisture towards and below the bearing stratum of footing construction. This, in turn, can lead to moisture uptake by native clays producing heave of construction, loss of shear strength and/or differential settlement of footing and floors.

Therefore, we recommend that you eliminate placement of all granular bedding soils within 10 feet of project excavations creating a zone where cohesive soils or lean concrete (i.e. controlled density fill) is used for all soil replacement within utility trenches. This "zone of control" should significantly reduce moisture migration below the project foundations. All clay bedding fill within this zone should be placed and compacted as recommended for utility trench backfill.

In lieu of placing clay soils within the above referenced "zone of control", alternate means of interception and blockage of drainage along site utilities may be provided to minimize moisture migration into and below structure foundation and floors.

Wetter soils from depth should be placed in the lower portion of utility trench construction while dryer soils from near ground surface should be placed in upper most portion of trench fill. You should temper the utility trench fill for correct moisture content and then place and compact individual lifts of trench fill to criteria established within the report appendices.

While it is our opinion small pumps should handle seepage resulting from utility construction, we caution that interception of a major water bearing stratum may result in significantly greater seepage into utility excavations. Therefore, we recommend that you include provisions within construction document for pumping of seepage from utility excavations.

6.7 Pavements

We assume project traffic will be separated into two distinct classes; heavy duty traffic comprised of delivery vans, refuse trucks, and light duty traffic comprised of passenger vehicles. Our pavement recommendations are predicated on separation of this traffic.

We understand project grading will include mass earthwork activities to establish the final grade of site and expect preparation of the pavement subgrade will occur with corrective earthwork for site. In our opinion, you should remove topsoil / organic clay fill from below sidewalk and pavement construction.

Subgrade preparation will need to establish a stable base for construction of project sidewalks and pavements. The cohesive soils underlying the topsoil can lose structural capacity with uptake of moisture, are easily disturbed, and may rut with excessive movement of construction equipment across bare ground. We recommend you scarify, moisture temper, and recompact no less than 12 inches of exposed clay subgrade prior to placement of engineered fill or aggregate base.

You should install geotextile separation fabric between the exposed cohesive soils and aggregate base section to limit this displacement / distress. It is our opinion this geotextile should consist of a fabric with a machine and cross direction wide width tensile strength equal to or greater than 110 lbs/in minimum average roll value (MARV).

The pavement contractor should provide you with a detailed layout diagram showing how they intend to place the geotextile. Geotextile panels should be oriented parallel with aggregate placement and occur in such a manner that the overall number of individual panels are kept to a minimum. As placed, individual panels of geotextile should have a width equal to or greater than 12 feet. The paving contractor should overlap longitudinal and butt seams of adjacent panels a minimum of 18 inches with such joints oriented to follow traffic movement (shingled profile with traffic). We recommend anchoring individual panels of geotextile to ground with systems designed to maintain position of placement panels.

Design must consider load and movement of traffic across pavement subgrade structure. With moving traffic, design must provide sufficient paving materials to resist deflection and reflective loading imparted by vehicle wheels. Static vehicles convey loads downward into the lower section of the pavement and subgrade soils. Pavement design for parked vehicles must also consider and provide adequate bearing strength to resist soil compression/displacement.

As your facility includes both types of traffic, we conclude project pavement section must provide sufficient section capacity for moving traffic while minimizing the loads transferred by static vehicles parked on site. We present with Table 3 our estimate of pavement structure necessary to support the assumed traffic loads and distribution as noted within this report.

All pavement recommendations assume the subgrade soils and aggregate section below paved surfaces, if any, drain to subsurface piping for eventual discharge into storm sewer, above grade to ditching, or similar acceptable systems. Lack of drainage from both the surface of the pavement and subsurface will significantly reduce the capacity and longevity of the pavements.

We recommend pavements receive annual maintenance, as a minimum, to correct damages to the pavement structure, clean and infill cracks which develop, and repair or resurface areas which exhibit reduced subgrade performance. The lack of maintenance can lead to moisture infiltration of the pavement structure and softening of the subgrade soils. This, in turn, can degrade and result in poorly performing pavements with shortened life expectancy.

Table 3: Recommended Pavements *

Parameter	Light Duty Pavement Note A	Heavy Duty Pavement Note B	Concrete Pavement
Estimated Subgrade CBR (Yearly/Spring)	4/2	4/2	4/2
Subgrade Scarification (in)	12	12	12
Place Geotextile Separation Fabric	Yes	Yes	Yes
Untreated Aggregate Base Note 1 (in)	6	12	6
Asphalt Concrete Base Note 2	One - 2 inch lift	Two - 2 inch lifts, 4 inches total	NA
Asphalt Concrete Wear Note 2	One 2 inch lift	One 2 inch lift	NA
Est. Subgrade Support *k*	NA	NA	150 psi
Est. Maximum Stress from Rear Tandem Axle	NA	NA	280 psi
Stress Ratio (*based on 600 psi flexural*)	NA	NA	0.47
Heavy Duty Concrete Pavement (in)	NA	NA	Min. 7
Light Duty Concrete Pavement (in)	NA	NA	Min. 5

Note A	Pavement construction for light duty passenger vehicles equal to or less than 10,000 lbs total gross weight.
Note B	Pavement construction for heavy duty vehicles. No distinction between drive lanes and parking areas.
Note 1	Aggregate base shall conform to North Dakota Department of Transportation (NDDOT) Specification Section 816, Class 5 material with materials herein amended such that the percent crushed is not less than 20 percent.
Note 2	Asphalt Concrete Base and Wear shall conform to NDDOT Specification Section 430.
Note 3	Portland cement concrete pavement proportioned such that the 28 day flexural strength is equal to or greater than 600 pounds per square inch (psi).
*	All pavement construction shall be completed using NAPA or ACI approved methods to optimize the performance of in-place construction. We recommend that the construction specifications include necessary controls to eliminate practices which lead to poorly performing pavements.

7.0 CONSTRUCTION CONSIDERATIONS

7.1 Potential Difficulties

7.1.1 Runoff Water in Excavation

Water can be expected to collect in the excavation bottom during times of inclement weather or snow melt. To allow observation of the excavation bottom, to reduce the potential for soil disturbance, and to facilitate filling operations, we recommend water be removed from within the excavation during construction. Based on the soils encountered, we anticipate the groundwater can be handled with conventional sump pumping.

7.1.2 Disturbance of Soils

The on-site soils can be disturbed under construction traffic, especially if the soils are wet. If soils become disturbed, they should be subcut to the underlying undisturbed soils. The subcut soils can then be dried and recompacted back into place, or they should be removed and replaced with drier imported fill.

Native soils and any fill placed for support of footings (if required) can weaken and be displaced by construction operations. ***You should consider and, where necessary, place a lean concrete "mud slab" below project footing and floor slab construction if site conditions are / become disturbed, or if supporting soils are wet and easily compromised by site activities. This placement will reduce loss of foundation support and minimize future soil removal due to continued disturbance.***

The lean concrete for the "mud slab" should consist of a cementitious sand slurry mixture designed to provide a 28 day compressive strength on the order or slightly in excess of 300 pounds per square inch (psi). Compressive strengths below this threshold can result in premature failure of the protective system. Compressive strengths significantly in excess of this threshold make installation of staking and plumbing / electrical systems difficult. You should place the lean concrete mixture with a slump of between 5 and 7 inches.

7.2 Excavation Backsloping

If excavation faces are not retained, the excavations should maintain maximum allowable slopes in accordance with *OSHA Regulations (Standards 29 CFR), Part 1926, Subpart P, "Excavations"* (can be found on www.osha.gov). Even with the required OSHA sloping, water seepage or surface runoff can potentially induce side slope erosion or sloughing which could require slope maintenance.

7.3 Observation and Testing

The recommendations in this report are based on the subsurface conditions found at our test boring locations. Since the soil conditions can be expected to vary away from the soil boring locations, we recommend on-site observation by a geotechnical engineer/technician during construction to evaluate these potential changes. Soil density testing should also be performed on new fill placed in order to document that project specifications for compaction have been satisfied.

8.0 TEST STANDARDS

When we refer to an ASTM Standard in this report, we mean that our services were performed in general accordance with that standard. Compliance with any other standards referenced within the specified standard is neither inferred nor implied.

9.0 LIMITATIONS

Within the limitations of scope, budget, and schedule, we have endeavored to provide our services according to generally accepted geotechnical engineering practices at this time and location. Other than this, no warranty, express or implied, is intended.

Important information regarding risk management and proper use of this report is given in Appendix B entitled "Geotechnical Report Limitations and Guidelines for Use."

Standard Sheets

AMERICAN ENGINEERING TESTING

FLOOR SLAB MOISTURE / VAPOR PROTECTION

GENERAL

Floor slab design relative to moisture / vapor protection should consider the type and location of two elements, a granular layer and a vapor membrane (vapor retarder, water resistant barrier or vapor barrier). In the following sections, the pros and cons of the possible options regarding these elements will be presented, such that you and your specifier can make an engineering decision based on the benefits and costs of the choices.

GRANULAR LAYER

In American Concrete Institute (ACI) 302.1R-04, a "base material" is recommended over the vapor membrane, rather than the conventional clean "sand cushion" material. The base layer should be a minimum of 4 inches (100 mm) thick, trimmable, compactable, granular fill (not sand), a so-called crusher-run material. Usually graded from 1½ inches to 2 inches (38 to 50 mm) down to rock dust is suitable. Following compaction, the surface can be choked off with a fine-grade material. We refer you to ACI 302.1R-04 for additional details regarding the requirements for the base material.

In cases where potential static water levels or significant perched water sources appear near or above the floor slab, an under-floor drainage system may be needed wherein a draintile system is placed within a thicker clean sand or gravel layer. Such a system should be properly engineered depending on subgrade soil types and rate/head of water inflow.

VAPOR MEMBRANE

The need for a vapor membrane depends on whether the floor slab will have a vapor sensitive covering, will have vapor sensitive items stored on the slab, or if the space above the slab will be a humidity-controlled area. If the project does not have this vapor sensitivity or moisture control need, placement of a vapor membrane may not be necessary. Your decision will then relate to whether to use the ACI base material or a conventional sand cushion layer. However, if any of the above sensitivity issues apply, placement of a vapor membrane is recommended. Some floor covering systems (adhesives and flooring materials) require installation of a vapor membrane to limit the slab moisture content as a condition of their warranty.

VAPOR MEMBRANE / GRANULAR LAYER PLACEMENT

A number of issues should be considered when deciding whether to place the vapor membrane above or below the granular layer. The benefits of placing the slab on a granular layer, with the vapor membrane placed **below** the granular layer, include **reduction** of the following:

- Slab curling during the curing and drying process.
- Time of bleeding, which allows for quicker finishing.
- Vapor membrane puncturing.
- Surface blistering or delamination caused by an extended bleeding period.
- Cracking caused by plastic or drying shrinkage.

The benefits of placing the vapor membrane over the granular layer include the following:

- A lower moisture emission rate is achieved faster.
- Eliminates a potential water reservoir within the granular layer above the membrane.
- Provides a "slip surface", thereby reducing slab restraint and the associated random cracking.

If a membrane is to be used in conjunction with a granular layer, the approach recommended depends on slab usage and the construction schedule. The vapor membrane should be placed above the granular layer when:

- Vapor sensitive floor covering systems are used or vapor sensitive items will be directly placed on the slab.
- The area will be humidity controlled, but the slab will be placed before the building is enclosed and sealed from rain.
- Required by a floor covering manufacturer's system warranty.

The vapor membrane should be placed below the granular layer when:

- Used in humidity-controlled areas (without vapor sensitive coverings/stored items), with the roof membrane in place, and the building enclosed to the point where precipitation will not intrude into the slab area. Consideration should be given to slight sloping of the membrane to edges where draintile or other disposal methods can alleviate potential water sources, such as pipe or roof leaks, foundation wall damp proofing failure, fire sprinkler system activation, etc.

There may be cases where membrane placement may have a detrimental effect on the subgrade support system (e.g., expansive soils). In these cases, your decision will need to weigh the cost of subgrade options & the performance risks.

FREEZING WEATHER EFFECTS ON BUILDING CONSTRUCTION

GENERAL

Because water expands upon freezing and soils contain water, soils which are allowed to freeze will heave and lose density. Upon thawing, these soils will not regain their original strength and density. The extent of heave and density/strength loss depends on the soil type and moisture condition. Heave is greater in soils with higher percentages of fines (silts/clays). High silt content soils are most susceptible, due to their high capillary rise potential which can create ice lenses. Fine grained soils generally heave about 1/4" to 3/8" for each foot of frost penetration. This can translate to 1" to 2" of total frost heave. This total amount can be significantly greater if ice lensing occurs.

DESIGN CONSIDERATIONS

Clayey and silty soils can be used as perimeter backfill, although the effect of their poor drainage and frost properties should be considered. Basement areas will have special drainage and lateral load requirements which are not discussed here. Frost heave may be critical in doorway areas. Stoops or sidewalks adjacent to doorways could be designed as structural slabs supported on frost footings with void spaces below. With this design, movements may then occur between the structural slab and the adjacent on-grade slabs. Non-frost susceptible sands (with less than 5% passing a #200 sieve) can be used below such areas. Depending on the function of surrounding areas, the sand layer may need a thickness transition away from the area where movement is critical. With sand placement over slower draining soils, subsurface drainage would be needed for the sand layer. High density extruded insulation could be used within the sand to reduce frost penetration, thereby reducing the sand thickness needed. We caution that insulation placed near the surface can increase the potential for ice glazing of the surface.

The possible effects of adfreezing should be considered if clayey or silty soils are used as backfill. Adfreezing occurs when backfill adheres to rough surfaced foundation walls and lifts the wall as it freezes and heaves. This occurrence is most common with masonry block walls, unheated or poorly heated building situations and clay backfill. The potential is also increased where backfill soils are poorly compacted and become saturated. The risk of adfreezing can be decreased by placing a low friction separating layer between the wall and backfill.

Adfreezing can occur on exterior piers (such as deck, fence or other similar pier footings), even if a smooth surface is provided. This is more likely in poor drainage situations where soils become saturated. Additional footing embedment and/or widened footings below the frost zones (which include tensile reinforcement) can be used to resist uplift forces. Specific designs would require individual analysis.

CONSTRUCTION CONSIDERATIONS

Foundations, slabs and other improvements which may be affected by frost movements should be insulated from frost penetration during freezing weather. If filling takes place during freezing weather, all frozen soils, snow and ice should be stripped from areas to be filled prior to new fill placement. The new fill should not be allowed to freeze during transit, placement or compaction. This should be considered in the project scheduling, budgeting and quantity estimating. It is usually beneficial to perform cold weather earthwork operations in small areas where grade can be attained quickly rather than working larger areas where a greater amount of frost stripping may be needed. If slab subgrade areas freeze, we recommend the subgrade be thawed prior to floor slab placement. The frost action may also require reworking and recompaction of the thawed subgrade.

AMERICAN ENGINEERING TESTING

Appendix A

Geotechnical Field Exploration and Testing
Boring Log Notes
Unified Soil Classification System
Figure 1 – Boring Locations
Subsurface Boring Logs

Appendix A
Geotechnical Field Exploration and Testing
Report No. P-0055369

A.1 FIELD EXPLORATION

The subsurface conditions at the site were explored by drilling and sampling four (4) standard penetration test borings. The locations of the borings appear on Figure 1, preceding the Subsurface Boring Logs in this appendix.

A.2 SAMPLING METHODS

A.2.1 Split-Spoon Samples (SS) - Calibrated to N_{60} Values

Standard penetration (split-spoon) samples were collected in general accordance with ASTM: D1586 with one primary modification. The ASTM test method consists of driving a 2-inch O.D. split-barrel sampler into the in-situ soil with a 140-pound hammer dropped from a height of 30 inches. The sampler is driven a total of 18 inches into the soil. After an initial set of 6 inches, the number of hammer blows to drive the sampler the final 12 inches is known as the standard penetration resistance or N-value. Our method uses a modified hammer weight, which is determined by measuring the system energy using a Pile Driving Analyzer (PDA) and an instrumented rod.

In the past, standard penetration N-value tests were performed using a rope and cathead for the lift and drop system. The energy transferred to the split-spoon sampler was typically limited to about 60% of its potential energy due to the friction inherent in this system. This converted energy then provides what is known as an N_{60} blow count.

Most drill rigs today incorporate an automatic hammer lift and drop system, which has higher energy efficiency and subsequently results in lower N-values than the traditional N_{60} values. We use a Pile Driving Analyzer (PDA) and an instrumented rod to measure the actual energy generated by the automatic hammer system. The drill rig (AET rig number 108) we used for this project has an estimated energy transfer ratio of 84%. The N-values reported on the boring logs and the corresponding relative densities and consistencies are from the field blow counts and have not been adjusted to N_{60} values.

A.2.2 Disturbed Samples (DS)/Spin-up Samples (SU)

Sample types described as "DS" or "SU" on the boring logs are disturbed samples, which are taken from the flights of the auger. Because the auger disturbs the samples, possible soil layering and contact depths should be considered approximate.

A.2.3 Sampling Limitations

Unless actually observed in a sample, contacts between soil layers are estimated based on the spacing of samples and the action of drilling tools. Cobbles, boulders, and other large objects generally cannot be recovered from test borings, and they may be present in the ground even if they are not noted on the boring logs.

Determining the thickness of "topsoil" layers is usually limited, due to variations in topsoil definition, sample recovery, and other factors. Visual-manual description often relies on color for determination, and transitioning changes can account for significant variation in thickness judgment. Accordingly, the topsoil thickness presented on the logs should not be the sole basis for calculating topsoil stripping depths and volumes. If more accurate information is needed relating to thickness and topsoil quality definition, alternate methods of sample retrieval and testing should be employed.

A.3 CLASSIFICATION METHODS

Soil descriptions shown on the boring logs are based on the Unified Soil Classification (USC) system. The USC system is described in ASTM: D2487 and D2488. Where laboratory classification tests (sieve analysis or Atterberg Limits) have been performed, accurate classifications per ASTM: D2487 are possible. Otherwise, soil descriptions shown on the boring logs are visual-manual judgments. Charts are attached which provide information on the USC system, the descriptive terminology, and the symbols used on the boring logs.

The boring logs include descriptions of apparent geology. The geologic depositional origin of each soil layer is interpreted primarily by observation of the soil samples, which can be limited. Observations of the surrounding topography, vegetation, and development can sometimes aid this judgment.

A.4 WATER LEVEL MEASUREMENTS

The groundwater level measurements are shown at the bottom of the boring logs. The following information appears under "Water Level Measurements" on the logs:

- Date and Time of measurement
- Sampled Depth: lowest depth of soil sampling at the time of measurement
- Casing Depth: depth to bottom of casing or hollow-stem auger at time of measurement
- Cave-in Depth: depth at which measuring tape stops in the borehole
- Water Level: depth in the borehole where free water is encountered
- Drilling Fluid Level: same as Water Level, except that the liquid in the borehole is drilling fluid

The true location of the water table at the boring locations may be different than the water levels measured in the boreholes. This is possible because there are several factors that can affect the water level measurements in the borehole. Some of these factors include: permeability of each soil layer in profile, presence of perched water, amount of time between water level readings, presence of drilling fluid, weather conditions, and use of borehole casing.

A.5 LABORATORY TEST METHODS

A.5.1 Water Content Tests

Conducted per AET Procedure 01-LAB-010, which is performed in general accordance with ASTM: D2216 and AASHTO: T265.

A.6 TEST STANDARD LIMITATIONS

Field and laboratory testing is done in general conformance with the described procedures. Compliance with any other standards referenced within the specified standard is neither inferred nor implied.

A.7 SAMPLE STORAGE

Unless notified to do otherwise, we routinely retain representative samples of the soils recovered from the borings for a period of 30 days.

BORING LOG NOTES

DRILLING AND SAMPLING SYMBOLS

Symbol	Definition
B,H,N:	Size of flush-joint casing
CA:	Crew Assistant (initials)
CAS:	Pipe casing, number indicates nominal diameter in inches
CC:	Crew Chief (initials)
COT:	Clean-out tube
DC:	Drive casing; number indicates diameter in inches
DM:	Drilling mud or bentonite slurry
DR:	Driller (initials)
DS:	Disturbed sample from auger flights
FA:	Flight auger; number indicates outside diameter in inches
HA:	Hand auger; number indicates outside diameter
HSA:	Hollow stem auger; number indicates inside diameter in inches
LG:	Field logger (initials)
MC:	Column used to describe moisture condition of samples and for the ground water level symbols
N (BPF):	Standard penetration resistance (N-value) in blows per foot (see notes)
NQ:	NQ wireline core barrel
PQ:	PQ wireline core barrel
RD:	Rotary drilling with fluid and roller or drag bit
REC:	In split-spoon (see notes) and thin-walled tube sampling, the recovered length (in inches) of sample. In rock coring, the length of core recovered (expressed as percent of the total core run). Zero indicates no sample recovered.
REV:	Revert drilling fluid
SS:	Standard split-spoon sampler (steel; 1⅜" is inside diameter; 2" outside diameter); unless indicated otherwise
SU	Spin-up sample from hollow stem auger
TW:	Thin-walled tube; number indicates inside diameter in inches
WASH:	Sample of material obtained by screening returning rotary drilling fluid or by which has collected inside the borehole after Afalling@ through drilling fluid
WH:	Sampler advanced by static weight of drill rod and 140-pound hammer
WR:	Sampler advanced by static weight of drill rod
94mm:	94 millimeter wireline core barrel
▼:	Water level directly measured in boring
▽:	Estimated water level based solely on sample appearance

TEST SYMBOLS

Symbol	Definition
CONS:	One-dimensional consolidation test
DEN:	Dry density, pcf
DST:	Direct shear test
E:	Pressuremeter Modulus, tsf
HYD:	Hydrometer analysis
LL:	Liquid Limit, %
LP:	Pressuremeter Limit Pressure, tsf
OC:	Organic Content, %
PERM:	Coefficient of permeability (K) test; F - Field; L - Laboratory
PL:	Plastic Limit, %
q_p:	Pocket Penetrometer strength, tsf (approximate)
q_c:	Static cone bearing pressure, tsf
q_u:	Unconfined compressive strength, psf
R:	Electrical Resistivity, ohm-cms
RQD:	Rock Quality Designator in percent (aggregate length of core pieces 4" or more in length as a percent of total core run)
SA:	Sieve analysis
TRX:	Triaxial compression test
VSR:	Vane shear strength, remoulded (field), psf
VSU:	Vane shear strength, undisturbed (field), psf
WC:	Water content, as percent of dry weight
%-200:	Percent of material finer than #200 sieve

STANDARD PENETRATION TEST NOTES

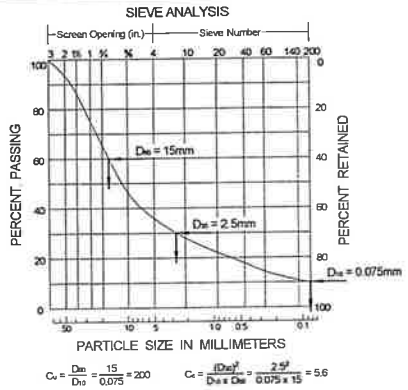
The standard penetration test consists of driving the sampler with a 140 pound hammer and counting the number of blows applied in each of three 6" increments of penetration. If the sampler is driven less than 18" (usually in highly resistant material), permitted in ASTM:D1586, the blows for each complete 6" increment and for each partial increment is on the boring log. For partial increments, the number of blows is shown to the nearest 0.1' below the slash.

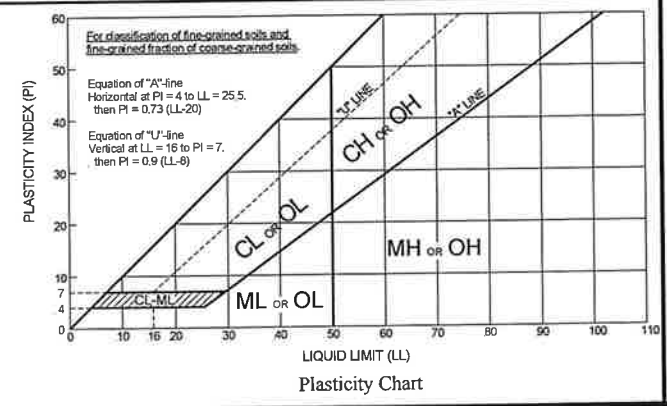
The length of sample recovered, as shown on the "REC" column, may be greater than the distance indicated in the N column. The disparity is because the N-value is recorded below the initial 6" set (unless partial penetration defined in ASTM:D1586 is encountered) whereas the length of sample recovered is for the entire sampler drive (which may even extend more than 18").

UNIFIED SOIL CLASSIFICATION SYSTEM
ASTM Designations: D 2487, D2488

AMERICAN ENGINEERING TESTING, INC.

Criteria for Assigning Group Symbols and Group Names Using Laboratory Tests[A]				Soil Classification: Group Symbol	Soil Classification: Group Name[B]
Coarse-Grained Soils More than 50% retained on No. 200 sieve	Gravels More than 50% coarse fraction retained on No. 4 sieve	Clean Gravels Less than 5% fines[C]	$Cu \geq 4$ and $1 \leq Cc \leq 3^E$	GW	Well graded gravel[F]
			$Cu < 4$ and/or $1 > Cc > 3^E$	GP	Poorly graded gravel[F]
		Gravels with Fines more than 12% fines[C]	Fines classify as ML or MH	GM	Silty gravel[F,G,H]
			Fines classify as CL or CH	GC	Clayey gravel[F,G,H]
	Sands 50% or more of coarse fraction passes No. 4 sieve	Clean Sands Less than 5% fines[D]	$Cu \geq 6$ and $1 \leq Cc \leq 3^E$	SW	Well-graded sand[I]
			$Cu < 6$ and/or $1 > Cc > 3^E$	SP	Poorly-graded sand[I]
		Sands with Fines more than 12% fines[D]	Fines classify as ML or MH	SM	Silty sand[G,H,I]
			Fines classify as CL or CH	SC	Clayey sand[G,H,I]
Fine-Grained Soils 50% or more passes the No. 200 sieve (see Plasticity Chart below)	Silts and Clays Liquid limit less than 50	inorganic	PI>7 and plots on or above "A" line[J]	CL	Lean clay[K,L,M]
			PI<4 or plots below "A" line[J]	ML	Silt[K,L,M]
		organic	Liquid limit–oven dried <0.75 Liquid limit – not dried	OL	Organic clay[K,L,M,N] Organic silt[K,L,M,O]
	Silts and Clays Liquid limit 50 or more	inorganic	PI plots on or above "A" line	CH	Fat clay[K,L,M]
			PI plots below "A" line	MH	Elastic silt[K,L,M]
		organic	Liquid limit–oven dried <0.75 Liquid limit – not dried	OH	Organic clay[K,L,M,P] Organic silt[K,L,M,Q]
Highly organic soil			Primarily organic matter, dark in color, and organic in odor	PT	Peat[R]





Plasticity Chart

Notes

[A]Based on the material passing the 3-in (75-mm) sieve.

[B]If field sample contained cobbles or boulders, or both, add "with cobbles or boulders, or both" to group name.

[C]Gravels with 5 to 12% fines require dual symbols:
GW-GM well-graded gravel with silt
GW-GC well-graded gravel with clay
GP-GM poorly graded gravel with silt
GP-GC poorly graded gravel with clay

[D]Sands with 5 to 12% fines require dual symbols:
SW-SM well-graded sand with silt
SW-SC well-graded sand with clay
SP-SM poorly graded sand with silt
SP-SC poorly graded sand with clay

[E]$Cu = D_{60}/D_{10}$, $Cc = \frac{(D_{30})^2}{D_{10} \times D_{60}}$

[F]If soil contains ≥15% sand, add "with sand" to group name.

[G]If fines classify as CL-ML, use dual symbol GC-GM, or SC-SM.

[H]If fines are organic, add "with organic fines" to group name.

[I]If soil contains ≥15% gravel, add "with gravel" to group name.

[J]If Atterberg limits plot is hatched area, soil is a CL-ML silty clay.

[K]If soil contains 15 to 29% plus No. 200 add "with sand" or "with gravel", whichever is predominant.

[L]If soil contains ≥30% plus No. 200, predominantly sand, add "sandy" to group name.

[M]If soil contains ≥30% plus No. 200, predominantly gravel, add "gravelly" to group name.

[N]PI≥4 and plots on or above "A" line.

[O]PI<4 or plots below "A" line.

[P]PI plots on or above "A" line.

[Q]PI plots below "A" line.

[R]Fiber Content description shown below.

ADDITIONAL TERMINOLOGY NOTES USED BY AET FOR SOIL IDENTIFICATION AND DESCRIPTION

Grain Size

Term	Particle Size
Boulders	Over 12"
Cobbles	3" to 12"
Gravel	#4 sieve to 3"
Sand	#200 to #4 sieve
Fines (silt & clay)	Pass #200 sieve

Gravel Percentages

Term	Percent
A Little Gravel	3% - 14%
With Gravel	15% - 29%
Gravelly	30% - 50%

Consistency of Plastic Soils

Term	N-Value, BPF
Very Soft	less than 2
Soft	2 - 4
Firm	5 - 8
Stiff	9 - 15
Very Stiff	16 - 30
Hard	Greater than 30

Relative Density of Non-Plastic Soils

Term	N-Value, BPF
Very Loose	0 - 4
Loose	5 - 10
Medium Dense	11 - 30
Dense	31 - 50
Very Dense	Greater than 50

Moisture/Frost Condition

(MC Column)

D (Dry): Absence of moisture, dusty, dry to touch.

M (Moist): Damp, although free water not visible. Soil may still have a high water content (over "optimum").

W (Wet/ Waterbearing): Free water visible, intended to describe non-plastic soils. Waterbearing usually relates to sands and sand with silt.

F (Frozen): Soil frozen

Layering Notes

Laminations: Layers less than ½" thick of differing material or color.

Lenses: Pockets or layers greater than ½" thick of differing material or color.

Peat Description

Term	Fiber Content (Visual Estimate)
Fibric Peat:	Greater than 67%
Hemic Peat:	33 – 67%
Sapric Peat:	Less than 33%

Organic Description (if no lab tests)

Soils are described as ***organic***, if soil is not peat and is judged to have sufficient organic fines content to influence the Liquid Limit properties. ***Slightly organic*** used for borderline cases.

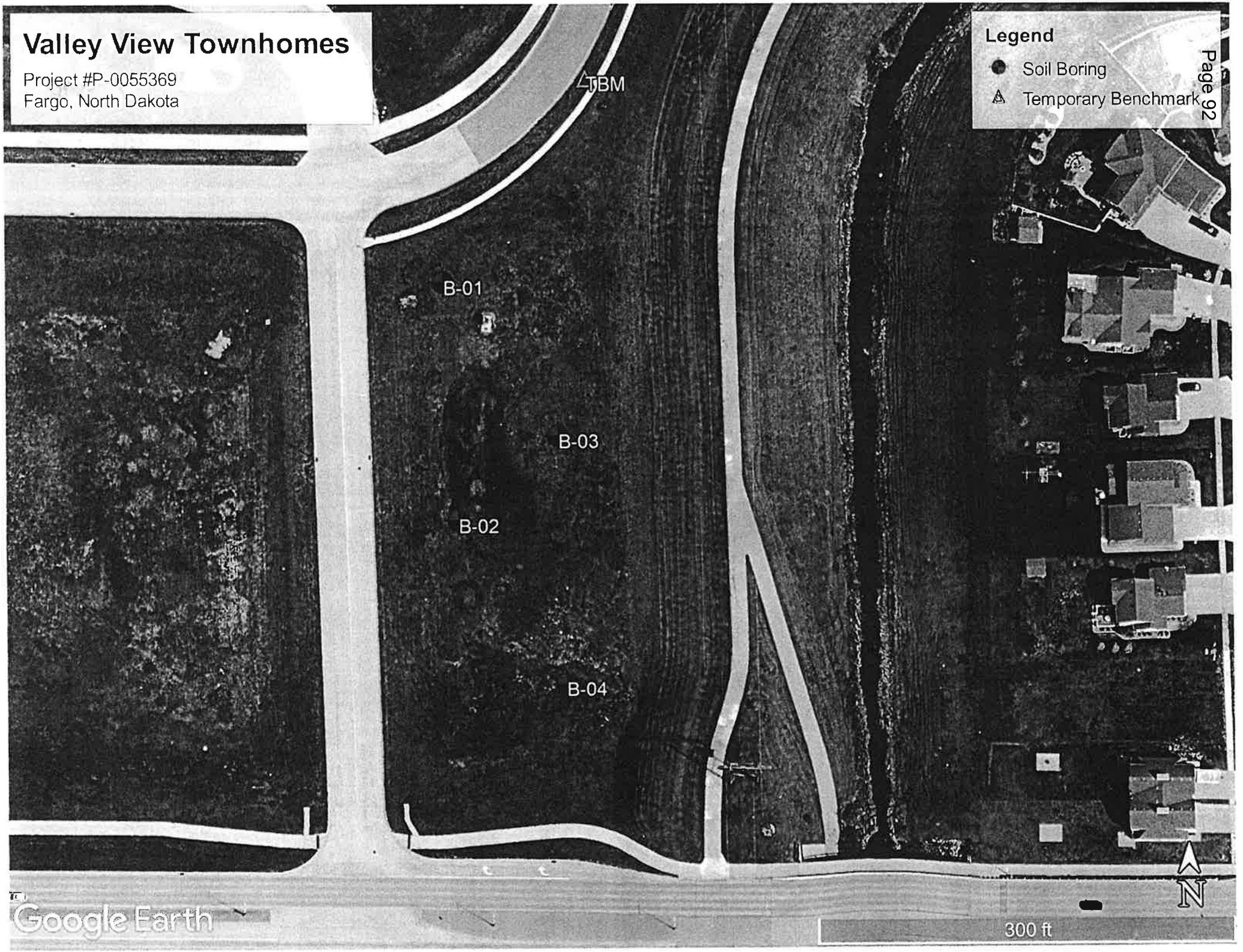
Root Inclusions

With roots: Judged to have sufficient quantity of roots to influence the soil properties.

Trace roots: Small roots present, but not judged to be in sufficient quantity to significantly affect soil properties.

Valley View Townhomes

Project #P-0055369
Fargo, North Dakota



AMERICAN ENGINEERING TESTING

SUBSURFACE BORING LOG

AET JOB NO: **P-0055369** LOG OF BORING NO. **B-01 (p. 1 of 1)**

PROJECT: **Valley View Townhomes; Fargo, North Dakota**

SURFACE ELEVATION: **197.2** LATITUDE: **46.81974** LONGITUDE: **-96.87325**

DEPTH IN FEET	MATERIAL DESCRIPTION	GEOLOGY	N	MC	SAMPLE TYPE	REC IN.	FIELD & LABORATORY TESTS qp	WC	DEN	%-#200	qu
1	ORGANIC CLAY, black (OH)	TOPSOIL		M	AS						
2	FILL, mostly fat clay, brown to black, desiccated (CH)	FILL	10	M	SS	4	6.0				
3											
4											
5			7	M	SS	5					
6											
7	FAT CLAY, dark gray to brown, soft, lenses of sand, mottled (CH)	FINE ALLUVIUM	4	M	SS	17	0.9	50	74		
8											
9											
10	FAT CLAY, dark gray to brown, soft, mottled (CH)		4	M	SS	18	1.6	49	73		
11											
12			4	M	SS	18	0.9	63	65		
13											
14											
15			3	M	SS	18	0.9	61	66		
16											
17	FAT CLAY, dark gray, soft (CH)		3	M	SS	18	0.9	52	72		
18											
19											
20			4	M	SS	18	0.9	59	67		
21	**END OF BORING - 21'**										

DEPTH: DRILLING METHOD	WATER LEVEL MEASUREMENTS						
	DATE	TIME	SAMPLED DEPTH	CASING DEPTH	CAVE-IN DEPTH	DRILLING FLUID LEVEL	WATER LEVEL
0-19½' 3.25" HSA	**8/7/26**	**--**	**21.0**	**19.5**	**--**	**--**	**None**
BORING COMPLETED: **8/7/26**							
DR: **BH** LG: **MJ** Rig: **108**							

NOTE: REFER TO THE ATTACHED SHEETS FOR AN EXPLANATION OF TERMINOLOGY ON THIS LOG

AET_CORP W-LAT-LONG VALLEY VIEW TOWNHOMES - P-0055369.GPJ AET+CPT+WELL.GDT 8/10/26

AMERICAN ENGINEERING TESTING

SUBSURFACE BORING LOG

AET JOB NO: **P-0055369** LOG OF BORING NO. **B-02 (p. 1 of 1)**

PROJECT: **Valley View Townhomes; Fargo, North Dakota**

SURFACE ELEVATION: **195.4** LATITUDE: **46.81927** LONGITUDE: **-96.87321**

DEPTH IN FEET	MATERIAL DESCRIPTION	GEOLOGY	N	MC	SAMPLE TYPE	REC IN.	FIELD & LABORATORY TESTS qp	WC	DEN	%-#200	qu
1	ORGANIC CLAY, black (OH)	TOPSOIL		M	AS						
2	FILL, mostly fat clay, brown to black, desiccated (CH)	FILL									
3			9	M	SS	7					
4											
5	FILL, mostly fat clay, trace sand, black to brown, firm to soft (CH)		6	M	SS	9					
6											
7											
8			4	M	SS	9					
9											
10	FAT CLAY, brown to dark gray, firm to soft, mottled (CH)	FINE ALLUVIUM	5	M	SS	18	1.8				
11											
12											
13			4	M	SS	18	1.3				
14											
15			4	M	SS	18	1.4				
16											
17	FAT CLAY, dark gray, soft (CH)										
18			4	M	SS	18	0.9				
19											
20			4	M	SS	18	0.8				
21	**END OF BORING - 21'**										

DEPTH: DRILLING METHOD	WATER LEVEL MEASUREMENTS						
	DATE	TIME	SAMPLED DEPTH	CASING DEPTH	CAVE-IN DEPTH	DRILLING FLUID LEVEL	WATER LEVEL
0-19½' 3.25" HSA	**8/7/26**	--	**21.0**	**19.5**	--	--	**None**
BORING COMPLETED: **8/7/26**							
DR: **BH** LG: **MJ** Rig: **108**							

NOTE: REFER TO THE ATTACHED SHEETS FOR AN EXPLANATION OF TERMINOLOGY ON THIS LOG

AET_CORP W-LAT-LONG VALLEY VIEW TOWNHOMES - P-0055369.GPJ AET+CPT+WELL.GDT 8/10/26

AMERICAN ENGINEERING TESTING

SUBSURFACE BORING LOG

AET JOB NO: **P-0055369** LOG OF BORING NO. **B-03 (p. 1 of 1)**

PROJECT: **Valley View Townhomes; Fargo, North Dakota**

SURFACE ELEVATION: **196.3** LATITUDE: **46.81944** LONGITUDE: **-96.87292**

DEPTH IN FEET	MATERIAL DESCRIPTION	GEOLOGY	N	MC	SAMPLE TYPE	REC IN.	FIELD & LABORATORY TESTS qp	WC	DEN	%-#200	qu
0	ORGANIC CLAY, black (OH)	TOPSOIL		M	AS						
1	FILL, mostly fat clay, brown to black, desiccated (CH)	FILL									
2											
3			13	M	SS	2					
4											
5			6	M	SS	6					
6											
7	FAT CLAY, brown to dark gray, firm to soft, mottled (CH)	FINE ALLUVIUM	5	M	SS	15	1.5				
8											
9											
10			5	M	SS	16	1.6				
11											
12											
13			4	M	SS	18	0.8				
14											
15	FAT CLAY, dark gray, soft (CH)		3	M	SS	18	0.7				
16											
17											
18			3	M	SS	18	0.6				
19											
20			4	M	SS	18	0.6				
21	**END OF BORING - 21'**										

DEPTH: DRILLING METHOD	WATER LEVEL MEASUREMENTS						
	DATE	TIME	SAMPLED DEPTH	CASING DEPTH	CAVE-IN DEPTH	DRILLING FLUID LEVEL	WATER LEVEL
0-19½' 3.25" HSA	**8/7/26**	--	**21.0**	**19.5**	--	--	**None**
BORING COMPLETED: **8/7/26**							
DR: **BH** LG: **MJ** Rig: **108**							

NOTE: REFER TO THE ATTACHED SHEETS FOR AN EXPLANATION OF TERMINOLOGY ON THIS LOG

AET_CORP W-LAT-LONG VALLEY VIEW TOWNHOMES - P-0055369.GPJ AET+CPT+WELL.GDT 8/10/26

AMERICAN ENGINEERING TESTING

SUBSURFACE BORING LOG

AET JOB NO: **P-0055369** LOG OF BORING NO. **B-04 (p. 1 of 1)**

PROJECT: **Valley View Townhomes; Fargo, North Dakota**

SURFACE ELEVATION: **196.7** LATITUDE: **46.81895** LONGITUDE: **-96.87290**

DEPTH IN FEET	MATERIAL DESCRIPTION	GEOLOGY	N	MC	SAMPLE TYPE	REC IN.	FIELD & LABORATORY TESTS qp	WC	DEN	%-#200	qu
0	ORGANIC CLAY, black (OH)	TOPSOIL		M	AS						
1	FILL, mostly fat clay, brown to black, desiccated (CH)	FILL									
2			9	M	SS	3					
3											
4	FAT CLAY, brown to gray, firm, lenses of silt (CH)	FINE ALLUVIUM									
5			8	M	SS	6	2.6	31	92		
6											
7	FAT CLAY, brown to gray, firm, lenses of sand (CH)										
8			5	M	SS	7	1.5	45	78		
9											
10	FAT CLAY, brown to dark gray, firm to soft, mottled (CH)		5	M	SS	10	1.5	47	75		
11											
12											
13			6	M	SS	18	1.5	55	69		
14											
15			4	M	SS	18	1.0	57	68		
16											
17	FAT CLAY, dark gray, soft (CH)										
18			3	M	SS	18	0.8	55	70		
19											
20			4	M	SS	18	0.8	56	69		
21	**END OF BORING - 21'**										

DEPTH: DRILLING METHOD	WATER LEVEL MEASUREMENTS						
	DATE	TIME	SAMPLED DEPTH	CASING DEPTH	CAVE-IN DEPTH	DRILLING FLUID LEVEL	WATER LEVEL
0-19½' 3.25" HSA	**8/7/26**	--	**21.0**	**19.5**	--	--	**None**
BORING COMPLETED: **8/7/26**							
DR: **BH** LG: **MJ** Rig: **108**							

NOTE: REFER TO THE ATTACHED SHEETS FOR AN EXPLANATION OF TERMINOLOGY ON THIS LOG

AET_CORP W-LAT-LONG VALLEY VIEW TOWNHOMES - P-0055369.GPJ AET+CPT+WELL.GDT 8/10/26

Appendix B

Geotechnical Report Limitations and Guidelines for Use

Appendix B
Geotechnical Report Limitations and Guidelines for Use
Report No. P-0055369

B.1 REFERENCE

This appendix provides information to help you manage your risks relating to subsurface problems which are caused by construction delays, cost overruns, claims, and disputes. This information was developed and provided by GBA[1], of which, we are a member firm.

B.2 RISK MANAGEMENT INFORMATION

B.2.1 Understand the Geotechnical Engineering Services Provided for this Report

Geotechnical engineering services typically include the planning, collection, interpretation, and analysis of exploratory data from widely spaced borings and/or test pits. Field data are combined with results from laboratory tests of soil and rock samples obtained from field exploration (if applicable), observations made during site reconnaissance, and historical information to form one or more models of the expected subsurface conditions beneath the site. Local geology and alterations of the site surface and subsurface by previous and proposed construction are also important considerations. Geotechnical engineers apply their engineering training, experience, and judgment to adapt the requirements of the prospective project to the subsurface model(s). Estimates are made of the subsurface conditions that will likely be exposed during construction as well as the expected performance of foundations and other structures being planned and/or affected by construction activities.

The culmination of these geotechnical engineering services is typically a geotechnical engineering report providing the data obtained, a discussion of the subsurface model(s), the engineering and geologic engineering assessments and analyses made, and the recommendations developed to satisfy the given requirements of the project. These reports may be titled investigations, explorations, studies, assessments, or evaluations. Regardless of the title used, the geotechnical engineering report is an engineering interpretation of the subsurface conditions within the context of the project and does not represent a close examination, systematic inquiry, or thorough investigation of all site and subsurface conditions.

B.2.2 Geotechnical Engineering Services are Performed for Specific Purposes, Persons, and Projects, and At Specific Times

Geotechnical engineers structure their services to meet the specific needs, goals, and risk management preferences of their clients. A geotechnical engineering study conducted for a given civil engineer will not likely meet the needs of a civil-works constructor or even a different civil engineer. Because each geotechnical engineering study is unique, each geotechnical engineering report is unique, prepared solely for the client.

Likewise, geotechnical engineering services are performed for a specific project and purpose. For example, it is unlikely that a geotechnical engineering study for a refrigerated warehouse will be the same as one prepared for a parking garage; and a few borings drilled during a preliminary study to evaluate site feasibility will not be adequate to develop geotechnical design recommendations for the project.

Do <u>not</u> rely on this report if your geotechnical engineer prepared it:

- for a different client;
- for a different project or purpose;
- for a different site (that may or may not include all or a portion of the original site); or
- before important events occurred at the site or adjacent to it; e.g., man-made events like construction or environmental remediation, or natural events like floods, droughts, earthquakes, or groundwater fluctuations.

Note, too, the reliability of a geotechnical-engineering report can be affected by the passage of time, because of factors like changed subsurface conditions; new or modified codes, standards, or regulations; or new techniques or tools. If you are the least bit uncertain about the continued reliability of this report, contact your geotechnical engineer before applying the recommendations in it. A minor amount of additional testing or analysis after the passage of time – if any is required at all – could prevent major problems.

1 Geoprofessional Business Association, 1300 Piccard Drive, LL14, Rockville, MD 20850
Telephone: 301/565-2733: www.geoprofessional.org, 2019

B.2.3 Read the Full Report

Costly problems have occurred because those relying on a geotechnical-engineering report did not read the report in its entirety. Do not rely on an executive summary. Do not read selective elements only. Read and refer to the report in full.

B.2.4 You Need to Inform Your Geotechnical Engineer About Change

Your geotechnical engineer considered unique, project-specific factors when developing the scope of study behind this report and developing the confirmation-dependent recommendations the report conveys. Typical changes that could erode the reliability of this report include those that affect:

- the site's size or shape;
- the elevation, configuration, location, orientation, function or weight of the proposed structure and the desired performance criteria;
- the composition of the design team; or
- project ownership.

As a general rule, always inform your geotechnical engineer of project or site changes – even minor ones – and request an assessment of their impact. The geotechnical engineer who prepared this report cannot accept responsibility or liability for problems that arise because the geotechnical engineer was not informed about developments the engineer otherwise would have considered.

B.2.5 Most of the "Findings" Related in This Report Are Professional Opinions

Before construction begins, geotechnical engineers explore a site's subsurface using various sampling and testing procedures. Geotechnical engineers can observe actual subsurface conditions only at those specific locations where sampling and testing is performed. The data derived from that sampling and testing were reviewed by your geotechnical engineer, who then applied professional judgement to form opinions about subsurface conditions throughout the site. Actual sitewide-subsurface conditions may differ – maybe significantly – from those indicated in this report. Confront that risk by retaining your geotechnical engineer to serve on the design team through project completion to obtain informed guidance quickly, whenever needed.

B.2.6 This Report's Recommendations Are Confirmation-Dependent

The recommendations included in this report – including any options or alternatives – are confirmation-dependent. In other words, they are not final, because the geotechnical engineer who developed them relied heavily on judgement and opinion to do so. Your geotechnical engineer can finalize the recommendations only after observing actual subsurface conditions exposed during construction. If through observation your geotechnical engineer confirms that the conditions assumed to exist actually do exist, the recommendations can be relied upon, assuming no other changes have occurred. The geotechnical engineer who prepared this report cannot assume responsibility or liability for confirmation-dependent recommendations if you fail to retain that engineer to perform construction observation.

B.2.7 This Report Could Be Misinterpreted

Other design professionals' misinterpretation of geotechnical engineering reports has resulted in costly problems. Confront that risk by having your geotechnical engineer serve as a continuing member of the design team, to:

- confer with other design-team members;
- help develop specifications;
- review pertinent elements of other design professionals' plans and specifications; and
- be available whenever geotechnical engineering guidance is needed.

You should also confront the risk of constructors misinterpreting this report. Do so by retaining your geotechnical engineer to participate in prebid and preconstruction conferences and to perform construction-phase observations.

B.2.8 Give Constructors a Complete Report and Guidance

Some owners and design professionals mistakenly believe they can shift unanticipated-subsurface-conditions liability to constructors by limiting the information they provide for bid preparation. To help prevent the costly, contentious problems this practice has caused, include the complete geotechnical engineering report, along with any attachments or appendices, with your contract documents, but be certain to note conspicuously that you've included the material for information purposes only. To avoid misunderstanding, you may also want to note that "informational purposes" means constructors have no right to rely on the interpretations, opinions, conclusions, or recommendations in the report. Be certain that constructors know they may learn about specific project requirements, including options selected

from the report, only from the design drawings and specifications. Remind constructors that they may perform their own studies if they want to, and be sure to allow enough time to permit them to do so. Only then might you be in a position to give constructors the information available to you, while requiring them to at least share some of the financial responsibilities stemming from unanticipated conditions. Conducting prebid and preconstruction conferences can also be valuable in this respect.

B.2.9 Read Responsibility Provisions Closely

Some client representatives, design professionals, and constructors do not realize that geotechnical engineering is far less exact than other engineering disciplines. This happens in part because soil and rock on project sites are typically heterogeneous and not manufactured materials with well-defined engineering properties like steel and concrete. That lack of understanding has nurtured unrealistic expectations that have resulted in disappointments, delays, cost overruns, claims, and disputes. To confront that risk, geotechnical engineers commonly include explanatory provisions in their reports. Sometimes labeled "limitations," many of these provisions indicate where geotechnical engineers' responsibilities begin and end, to help others recognize their own responsibilities and risks. Read these provisions closely. Ask questions. Your geotechnical engineer should respond fully and frankly.

B.2.10 Geoenvironmental Concerns Are Not Covered

The personnel, equipment, and techniques used to perform an environmental study – e.g., a "phase-one" or "phase-two" environmental site assessment – differ significantly from those used to perform a geotechnical engineering study. For that reason, a geotechnical engineering report does not usually provide environmental findings, conclusions, or recommendations; e.g., about the likelihood of encountering underground storage tanks or regulated contaminants. Unanticipated subsurface environmental problems have led to project failures. If you have not obtained your own environmental information about the project site, ask your geotechnical consultant for a recommendation on how to find environmental risk-management guidance.

B.2.11 Obtain Professional Assistance to Deal with Moisture Infiltration and Mold

While your geotechnical engineer may have addressed groundwater, water infiltration, or similar issues in this report, the engineer's services were not designed, conducted, or intended to prevent migration of moisture – including water vapor – from the soil through building slabs and walls and into the building interior, where it can cause mold growth and material-performance deficiencies. Accordingly, proper implementation of the geotechnical engineer's recommendations will not of itself be sufficient to prevent moisture infiltration. Confront the risk of moisture infiltration by including building-envelope or mold specialists on the design team. Geotechnical engineers are not building-envelope or mold specialists.

WESTLUND EXCAVATING

Date: 09/16/26

Name: Brookstone Properties

Re: Valley View Townhomes – 3880 51st St S, Fargo, ND

We are pleased to provide a proposal for the above referenced project. In our proposal is all the labor and materials to provide the following scope of work. Our proposal is based on the drawings by Lowry Engineering dated 09/10/26.

Base Bid Scope:

- Perform soil correction per geo report. Price is based on 8' average over a 20,000sf area. We will have to export out the materials as they are unsuitable and import in suitable soils to replace. As we import in suitable soil we will have AET on site testing 1' lifts. Price is figured off digging out 7100 cubic yards of dirt, export out, import in and place and compact.

$269,800.00

Exclusions:

- Staking
- Compaction testing costs
- Final grading – seeding
- De-watering
- Traffic control

Proposed Cost Total: **$269,800.00**

Alternate 1: If we can use suitable soils from the excavation and moisture condition it and replace and compact. **$16.00 per yard**

Thank you for this opportunity. Please let us know if you have any questions. Quote is valid for 30 days and payment is due upon completion.

Respectfully,
Westlund Excavating Inc.
Steve Westlund
President
218-234-9413

Signature:

AMERICAN
ENGINEERING TESTING

Cost Proposal
Valley View Townhomes
Fargo, North Dakota

Date:
September 15, 2026

Geotechnical • Materials
Forensic • Environmental
Building Technology
Petrography/Chemistry

American Engineering Testing
3095 42nd St. N
Fargo, ND 58102
TeamAET.com • 701-232-1822

AMERICAN
ENGINEERING TESTING

September 15, 2026

Brookstone Companies
5302 51st Avenue South, Suite A
Fargo, North Dakota 58104

ATTN: Matthew Hauff

Subject: Fee Proposal – Construction Material Testing Services
Valley View Townhomes
Fargo, North Dakota

Greetings,

American Engineering Testing (AET) is pleased to submit this proposal and preliminary fee estimate to provide construction material testing services for the Valley View Townhomes in Fargo, North Dakota. Our proposal is based on the digital plans, specifications, and addenda provided by Brookstone Companies. In this proposal, we present our understanding of the project, an outline of the scope of services we are to provide, and the fee estimate for our services.

PROJECT INFORMATION

We understand the project, located in Fargo, North Dakota and consists of a townhome complex and associated civil structures.

We have not received a copy of the construction schedule and have had to make some assumptions as to the anticipated number of visits, duration of each visit, and the anticipated amount of testing. We believe these assumptions are consistent with current construction practices and the project goals. We will coordinate our services with your project representative to provide an efficient application of our services while meeting the requirements of the project plans and specifications.

SCOPE OF SERVICES

AET's Project Manager, Sean Ternes, will provide supervision and technical oversight of our services. Mr. Ternes is responsible to interact with your designated project representative to coordinate our field observation and laboratory testing services. Staff assignment will be dependent on the nature of the testing required.

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Scope of Work

We understand activities on this project will require general construction material testing as well as special inspection services as define within the most recent IBC. We present below a generalized "scope of services" associated with our involvement on this project.

- Observe the soils in the bottoms of the excavations completed at that time.
- Evaluate the suitability of the soils present in the excavations to support the anticipated fill, structural loads and pavements.
- In-place field density tests to evaluate the compaction of the fill soils using the nuclear density gauge method.
- Standard Proctor tests for each different type of fill encountered at the test locations.
- Obtain samples of sand fill and/or aggregate base materials for sieve analysis tests.
- Review the most recent plans and specifications available at the jobsite.
- Compare the test results to the requirements of the project specifications.

Of note, this estimate does not include special inspection services related to wood construction or light-gauge metal construction.

Technical Management & Reports

Our Project Manager reviews the daily field reports generated by our field staff during construction. Items found in non-compliance with the project requirements are brought to the immediate attention of the construction superintendent for correction.

We have assumed that our standard invoicing format issued on a monthly basis with no supporting documentation will be acceptable for this project. If supporting documentation or specialized invoicing is required, additional administrative time may be required to accommodate your request.

ESTIMATED FEES

Our services will be provided on a unit cost basis according to the unit rates provided in the attached AET Fee Estimate tabulation. These rates will remain in effect through the duration of the project. Overtime for our field staff will incur a surcharge to our standard rate for time in excess of 8 hours for one day (Monday through Friday), non-standard business hours (before 8:00 AM or after 5:00 PM), and all hours on weekends and holidays. Our monthly invoices will be determined by multiplying the number of personnel hours or tests by their respective unit rates. We have also estimated a total cost we anticipate will be required to complete the previously described observations and testing services. This estimated total cost is based on our experience with similar projects and construction schedule.

We caution that this is only an estimated cost. Often, variations in the overall cost of the services occur due to reasons beyond our control, such as construction change orders, weather delays, changes in the contractor's schedule, unforeseen conditions or retesting of services. These

variations will affect the actual invoice totals, either increasing or decreasing our total costs for the project from those estimated in this proposal. If more time or tests are required, additional fees may be needed to complete the project testing services. If less time or tests are needed, a cost savings will be realized. We will not, however, exceed the estimated total cost for the project without first obtaining your authorization.

TERMS AND CONDITIONS

All AET Services are provided subject to the Terms and Conditions set forth in the enclosed Construction Service Agreement—Terms and Conditions, which, upon acceptance of this proposal, are binding upon you as the Client requesting Services, and your successors, assignees, joint venturers, and third-party beneficiaries. Please be advised that additional insured status is granted only upon written acceptance of the proposal.

ACCEPTANCE

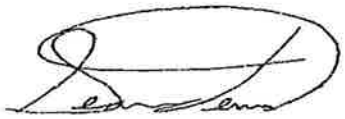
AET requests written acceptance of this proposal in the Proposal Acceptance box below, but the following actions shall constitute your acceptance of this proposal together with the Terms and Conditions: 1) issuing an authorizing purchase order for any of the Services described in this proposal, 2) authorizing AET's presence on site, or 3) written or electronic notification for AET to proceed with any of the Services described in this proposal. Please indicate your acceptance of this proposal by signing below and returning a copy to us. When you accept this proposal, you represent that you are authorized to accept on behalf of the Client.

AMERICAN ENGINEERING TESTING

GENERAL REMARKS

AET appreciates the opportunity to provide this service for you and looks forward to working with you on this project. If you have any questions or need additional information, please contact us.

Sincerely,
American Engineering Testing, Inc.



Sean Ternes
Project Manager II

ACCEPTANCE AND AUTHORIZATION: AET Proposal No. P-0056551

SIGNATURE:_____

PRINTED NAME:_____

COMPANY:_____

ADDRESS: _____

PHONE NUMBER AND EMAIL:_____

DATE:_____

INVOICING INFORMATION (Provide Company AP Department Information, if present.)

AP CONTACT NAME:_____

BILLING/MAILING ADDRESS:_____

AP PHONE NUMBER AND INVOICE EMAIL:_____

P.O. NO./ PROJECT NO.: _____

Attachments: AET Fee Estimate
Construction Service Agreement – Terms and Conditions
Certificate of Insurance
W9

PROJECT TESTING SERVICES FEE SCHEDULE
Valley View Townhomes
3880 51st Street South
Fargo, ND
AET PROPOSAL No. P-0056551

SERVICE DESCRIPTION	PROJECT BUDGET ESTIMATED UNITS		UNIT RATE	BUDGET AMOUNT
Excavation Observations & Compaction Testing				
Excavation Observations - Engineer, Level I	8	Hour	$180.00	$1,440.00
Soil Density Testing - Technician, Level I	40	Hour	$110.00	$4,400.00
Trip Charge	40	Each	$50.00	$2,000.00
Nuclear Density Test	240	Test	$45.00	$10,800.00
ASTM D698 Standard Proctor	5	Test	$205.00	$1,025.00
ASTM C136 Sieve Analysis of Aggregate (Coarse and Fine)	0	Test	$150.00	$0.00
	Section Subtotal:			**$19,665.00**
Project Management & Coordination				
Project Management - Engineer, Level II/Project Manager	6	Hour	$210.00	$1,260.00
Project Administrator	6	Hour	$95.00	$570.00
	Section Subtotal:			**$1,830.00**
	ESTIMATED SALES BUDGET			**$21,495.00**

SECTION 1 - RESPONSIBILITIES

1.1 – This Service Agreement – Terms and Conditions ("terms and conditions") is applicable to all services ("Services") provided by American Engineering Testing, Inc. (AET). As used herein "Services" refer to the scope of Services described in the proposal submitted by AET to Client. The proposal, these terms and conditions and any appendices attached hereto shall comprise the agreement ("Agreement") between AET and Client for Services described in the proposal and are binding upon the Client, its successors, assignees, joint ventures and third-party beneficiaries. **AET requests written acceptance of the Agreement, but the following actions shall also constitute Client's acceptance of the Agreement: 1) issuing an authorizing purchase order, task order, service order, or any other documentation for any of the Services, 2) authorizing AET's presence on site, or 3) written or electronic notification for AET to proceed with any of the Services. Issuance of a purchase order, task order or service order by Client which contains separate terms and conditions will not take precedence or modify the terms and conditions contained in this Service Agreement AND THE TERMS AND CONDITIONS OF THIS SERVICE AGREEMENT AND ANY CORRESPONDING PROPOSAL ISSUED BY AET SHALL GOVERN UNLESS AUTHORIZED IN WRITING IN ADVANCE BY AET.**

1.2 - Prior to AET performing Services, Client will provide AET with all information that may affect the cost, progress, safety and performance of the Services. This includes, but is not limited to, information on proposed and existing construction, all pertinent sections of contracts between Client and their client and/or Owner which contain flow-down provisions to AET, if they are included, site safety plans or other documents which may control or affect AET's Services. If new information becomes available or changes are made during AET's Services, Client will provide such information to AET in a timely manner. Failure of Client to timely notify AET of changes to the project including, but not limited to, location, elevation, loading, or configuration of the structure or improvement will constitute a release of any liability of AET. Client will provide a representative for timely answers to project-related questions by AET.

1.3 - AET observes and tests earthwork and other construction operations and materials, and may provide opinions, conclusions and recommendations regarding the same. However, AET's Services do not relieve the contractors of their contractual responsibility to perform their work in accordance with approved plans, specifications and building code requirements.

1.4 - AET personnel do not have authority to accept, reject, direct or otherwise approve the work of the contractor. AET cannot stop work or waive or alter the requirements of the project documents. Any authority given to AET by Client must be in writing prior to the start of Services.

1.5 - AET does not perform construction management, general contracting or surveying services and our involvement with the project does not constitute any assumption of those responsibilities.

1.6 - Services performed by AET often include sampling at specific locations. Client acknowledges the limitations inherent in sampling. Variations in conditions occur between and beyond sampled/tested locations. The passage of time, natural occurrences and direct or indirect human activities at the site or distant from it may alter the actual conditions. Client assumes all risks associated with such variations.

1.7 - AET is not responsible for interpretations or modifications of AET's recommendations by other persons.

1.8 - Should change in conditions be alleged, Client agrees to notify AET before evidence of alleged change is no longer accessible for evaluation.

1.9 - Test borings and/or cone penetration test soundings to a proper depth below foundation grade and the base of suitable bearing soils are recommended to explore the deeper unseen soil and ground water conditions. Judgments made by AET personnel regarding the suitability of materials and ground water conditions below the bottom of an excavation are limited if sufficiently deep test borings/soundings are not provided by the Client prior to our observations and judgments. AET's opinions, conclusions and recommendations are qualified to that extent.

1.10 – Pricing in the proposal assumes use of these terms and conditions. AET reserves the right to amend pricing if Client requests modifications to the Agreement or use of Client's alternate contract format. Any contract amendments made after Client has authorized the Services shall be applicable only to Services performed after the effective date of such amendment. The proposal and these terms and conditions, including terms of payment, shall apply to all Services performed prior to the effective date of such amendment.

1.11 – The AET proposal accompanying these terms and conditions is valid for thirty (30) days after the proposal issuance date to the Client. Any attempt to authorize Services after the expiration date is subject to AET's right to revise the proposal as necessary.

SECTION 2 – ON CALL SERVICES

2.1 - If AET's Services are performed on an on-call basis at the direction of the Client or its authorized representatives, Client acknowledges the inherent limitations associated with performing engineering judgments and testing Services on an on-call basis, including without limitation, the inability to completely evaluate, document or judge work and conditions not directly observed or tested by AET. AET's opinions, conclusions, and recommendations are qualified to the extent of those limitations.

2.2 - Density tests of fill soils represent conditions only at the locations and elevations tested and do not necessarily represent conditions laterally, above or below. AET can only provide judgments regarding the engineered fill system to adequately support the design construction loadings by monitoring the filling process on a continuous basis for consistency of soil type, moisture content, lift thickness, and compaction effort.

2.3 – AET requires a minimum of 24 hours' notice of the need for Services. AET will not be liable for claims, damages, or delays related to failure of Client to provide adequate advance notice to AET.

SECTION 3 - SAFETY

3.1 - Client shall inform AET of any known or suspected hazardous materials or unsafe conditions at the site. Client or its authorized representative(s) is responsible for the safety of the jobsite. If, during the course of AET's Services, such materials or conditions are discovered, AET reserves the right to take measures to protect AET personnel and equipment or to immediately terminate Services. Client shall be responsible for payment of such additional protection costs.

3.2 - AET shall only be responsible for safety of AET employees at the site; the safety of all others shall be Client's or other persons' responsibility.

SECTION 4 - SAMPLES

4.1 - Client shall inform AET of any known or suspected hazardous materials prior to submittal to AET. All samples obtained by or submitted to AET remain the property of the Client during and after the Services. Any known or suspected hazardous material samples will be returned to the Client at AET's discretion.

4.2 - Non-hazardous samples will be held for thirty (30) days and then discarded unless, within thirty (30) days of the report date, the Client requests in writing that AET store or ship the samples. Storage and shipping costs shall be borne solely by Client.

SECTION 5 - PROJECT RECORDS

The original project records prepared by AET will remain the property of AET. AET shall retain these original records for a minimum of three years following submission of the report, during which period the project records can be made available to Client at AET's office at reasonable times.

SECTION 6 - STANDARD OF CARE

AET performs its Services consistent with the level of care and skill normally performed by other firms in the profession at the time of this service and in this geographic area, under similar budgetary constraints.

SECTION 7 - INSURANCE

AET maintains insurance with coverage and minimum limits shown below. AET will furnish certificates of insurance to Client upon request.

7.1 –

Workers' Compensation	Statutory Limits
Employer's Liability	$100,000 each accident $500,000 disease policy limit $100,000 disease each employee
Commercial General Liability	$1,000,000 each occurrence $1,000,000 aggregate
Automobile Liability	$1,000,000 each accident
Professional/Pollution Liability Insurance	$1,000,000 per claim $1,000,000 aggregate

7.2 - Commercial General Liability insurance will include coverage for Products/Completed Operations extending one (1) year after completion of AET's Services as outlined in our proposal, Property Damage, Personal Injury, and Contractual Liability coverage applicable to AET's indemnity obligations under this Agreement.

7.3 - Automobile Liability insurance shall include coverage for all owned, hired and non-owned automobiles.

7.4 - Professional/Pollution Liability Insurance is written on a claims-made basis and coverage will be maintained for one (1) year after completion of AET's Services as outlined in our proposal. Renewal policies during this period shall maintain the same retroactive date.

7.5 **- To the extent permitted by applicable state law, and upon Client's signing of the proposal, which includes these Terms and Conditions, and return of the same to AET, or Client provided forms of acceptance as defined in Section 1.1; Client and Owner shall be named an "additional insured" on AET's Commercial General Liability Policy (Form CG D4 14, which includes blanket coverage for the Additional Insured on a Primary and Non-Contributory basis). Client and Owner shall also be named an "additional insured" on a Primary and Non-contributory basis on AET's Automobile Liability Policy (Form CA T4 74). Any other endorsement, coverage or policy requirement may result in additional charges.**

7.6 - AET will maintain insurance coverage required by this Agreement at its sole expense, provided such insurance is reasonably available, with insurance carriers licensed to do business in the state in which the project is located and having a current A.M. Best rating of no less than A minus (A-). Such insurance shall provide for thirty (30) days prior written notice to Client for notice of cancellation or material limitations for the policy or ten (10) days' notice for non-payment of premium.

7.7 - AET reserves the right to charge Client for AET's costs for additional coverage requirements unknown on the date of the proposal, e.g., coverage limits or policy modification including waiver of subrogation, additional insured endorsements and other project specific requirements.

SECTION 8 - DELAYS

If delays to AET's Services are caused by Client or Owner, other parties, strikes, natural causes, pandemic, weather, or other items beyond AET's control, a reasonable time extension for performance of the Services shall be granted, and AET shall receive an equitable fee adjustment.

SECTION 9- PAYMENT, INTEREST AND BREACH

9.1 - Invoices are due net thirty (30) days from the date of receipt of an undisputed invoice. Invoices will be paid without reductions for bond or retention. Client will inform AET of invoice questions or disagreements within fifteen (15) days of invoice date; unless so informed, invoices are deemed correct.

9.2 – Invoices remaining unpaid for sixty (60) days shall constitute a material breach of this Agreement, permitting AET, in its sole discretion and without limiting any other legal or equitable remedies for such breach, to terminate performance of this Agreement and be relieved of any associated duties to the Client or other persons. Further, AET may withhold from Client data and reports in AET's possession. If Client fails to cure such breach, all reports associated with the unpaid invoices shall immediately upon demand be returned to AET and Client may neither use nor rely upon such reports or the Services.

9.3 – AET reserves the right to pursue any unpaid invoice utilizing available remedies at law. AET explicitly reserves its Mechanic Lien or Bond Claim rights for nonpayment of an undisputed invoice. Client is responsible for paying AET expenses and attorney fees related to collection of past due invoices.

9.4 – AET reserves the right to charge a 2.5% fee on any payment made using a credit card or debit card.

SECTION 10 - CHANGE ORDERS

AET's proposal associated with this project may provide an estimated cost for the work. If the proposal amount is a time and material estimate, or if changes occur affecting the project scope, estimated quantities, project schedule or other unforeseen conditions, AET will communicate with Client and request a change order. However, nothing in this agreement shall be construed in any way as a waiver of payment by Client to AET for Services authorized under this agreement. Approval of a change order may be in writing, by electronic communication, or any directive for additional Services.

SECTION 11 - MEDIATION

11.1 - Except for enforcement of AET's rights to payment for Services rendered or to assert and/or enforce its lien rights, including without limitation assertion and enforcement of mechanic's lien rights and foreclosure of the same, Client and AET agree that any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to arbitration or the institution of legal or equitable proceedings by either party; provided however that if either party fails to respond to a request for mediation within sixty (60) days, the party requesting mediation may without further notice, proceed to arbitration or the institution of legal or equitable proceedings.

11.2 - Mediation shall be in accordance with the Construction Industry Mediation Rules of the American Arbitration Association. Request for mediation shall be in writing and the parties shall share the mediator's fee and any filing fees equally and each party shall pay their own legal fees. The mediator shall be acceptable to both parties and shall have experience in commercial construction matters.

SECTION 12 - LITIGATION REIMBURSEMENT

Except for matters relating to non-payment of fees, which is governed by Section 10 hereof, payment of attorney's fees and costs associated with lawsuits or arbitration of disputes between AET and Client, which are dismissed or are judged substantially in either party's favor, shall be paid by the non-prevailing party. Applicable costs include, but are not limited to, attorney and expert witness fees, court costs, and other direct costs.

SECTION 13 - MUTUAL INDEMNIFICATION

13.1 - Subject to the limitations contained in Sections 14 and 17, AET agrees to indemnify Client from and against damages and costs to the extent caused by AET's negligent performance of the Services.

13.2 - Client agrees to indemnify AET from and against damages and costs to the extent caused by the intentional acts or negligence of the Client, Owner, Client's contractors and subcontractors or other third parties.

13.3 - If Client has an indemnity agreement with other persons or entities relating to the project for which AET's Services are performed, the Client shall include AET as an Additional Insured.

13.4 - AET's indemnification to the Client, including any indemnity required or implied by law, is limited solely to losses or damages caused by its failure to meet the standard of care and only to the extent of its negligence.

SECTION 14 - NON-SOLICITATION

Each party to this Agreement (a "Party") agrees that it will not encourage, induce, or actively solicit any employee of the other party to leave their employment for any reason, provided that neither Party is precluded from (a) hiring any such employee who has been terminated by a Party or its subsidiaries prior to commencement of employment discussions between a Party and such employee, or (b) soliciting any such employee by means of a general advertisement or through an employment agency that does not specifically pursue the employee, or (c) hiring employees or former employees of the other Party who contact the Party on its own accord. This Non-Solicitation provision shall be effective and enforceable for six (6) months following termination of this Agreement.

SECTION 15- MUTUAL WAIVER OF CONSEQUENTIAL DAMAGES

Except as specifically set forth herein and to the extent permitted by applicable law, Client and AET waive against each other, and each other's officers, directors, members, subcontractor, agents, assigns, successors, partners, and employees any and all claims for or entitlement to special, incidental, indirect, punitive, or consequential damages arising out of, resulting from, or in any way related to the Services provided by AET under this Agreement. This mutual waiver of consequential damages includes, but is not limited to, the following: loss of profits; loss of revenue; rental costs/expenses incurred; loss of income; loss of use of property, equipment, materials or services; loss of opportunity; loss of rent; loss of good will; loss of financing; loss of credit; diminution of value; loss of business and reputation; loss of management or employee productivity or the services of such persons; increased financing costs; cost of substitute facilities; cost of substitute goods/property/equipment; cost of substitute services; and/or cost of capital. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement in accordance with the provisions of the Agreement and related documents and shall survive any such termination.

SECTION 16 - LIMITATION OF LIABILITY

To the fullest extent permitted by applicable law, the total aggregate liability of AET and its officers, directors, partners, employees, subcontractors, agents, and sub-consultants, to Client and/or Client's employees, officers, directors, members, agents, assigns, successors, or partners, or anyone claiming through Client, for any and all injuries, damages, claims, losses, or expenses (including attorney's fees and costs) arising out of, resulting from or in any way related to Services provided by *AET* from any cause or causes, including, but not limited to, its negligence, professional errors and omissions, strict liability, breach of contract, or breach of warranty shall not exceed the total compensation in excess of costs received by AET for Services or $50,000, whichever is less. The limitation of liability set forth herein does not apply to claims arising solely out of or related to the willful or intentional acts of AET.

SECTION 17 - POSTING OF NOTICES ON EMPLOYEE RIGHTS

Effective June 21, 2010, prime contracts with a value of $100,000 or more and signed by federal contractors on projects with any agency of the United States government must comply with 29 CFR Part 471, which requires physical posting of a notice to employees of their rights under Federal labor laws. The required notice may be found at *29 Code of Federal Regulations Part 471, Appendix A to Subpart A*. The regulation also has a "flow-down" requirement for subcontractors under the prime agreement for subcontracts with a value of $10,000 or more. AET requires strict compliance of its subcontractors working on federal contracts subject to this regulation. The regulation has specific requirements for location of posting and language(s) for the poster.

SECTION 18 - TERMINATION

After 7 days' written notice, either party may elect to terminate work for justifiable reasons. In this event, the Client shall pay AET for all Services performed, including demobilization and reporting costs to complete the Services.

SECTION 19 - SEVERABILITY

Any provisions of this Agreement later held to violate a law or regulation shall be deemed void, and all remaining provisions shall continue in force. However, Client and AET will in good faith attempt to replace an invalid or unenforceable provision with one that is valid and enforceable, and which comes as close as possible to expressing the intent of the original provision.

SECTION 20 - GOVERNING LAW

This Agreement shall be construed in accordance with the Laws of the State of Minnesota without regard to its conflicts of law provisions.

SECTION 21 - ENTIRE AGREEMENT

This Agreement, including these terms and conditions and attached proposal and appendices, is the entire agreement between AET and Client. Regardless of method of acceptance of this Agreement by the Client, this Agreement supersedes any written or oral agreements, including purchase/work orders or other Client agreements submitted to AET after the start of our Services. Any modifications to this Agreement must be mutually acceptable to both parties and accepted in writing. No considerations will be given to revisions to AET's terms and conditions or alternate contract format submitted by the Client as a condition for payment of AET's accrued Services.

SECTION 22 - SITE ACCESS, UNDERGROUND FACILITIES AND CONSTRUCTION STAKING (CONSTRUCTION)

22.1 - Client will furnish AET safe and legal site access.

22.2 – With the exception of public utilities which AET will contact state "call before you dig" notification centers (e.g. Gopher State One call in Minnesota), Client will mark or cause to be marked the location of all other underground utilities and structures (Facilities) that service or are located on the site. AET shall be entitled to rely upon the accuracy of all location information supplied by any source.

22.3 – Client shall hold harmless, indemnify and defend AET from all claims, damages, losses, fines, penalties and expenses (including attorney's fees) arising out of or related to the following: a) Facilities that are not shown or vary from the locations shown on any plans or drawings, b) Facilities that are not located by or vary from the locations marked by Client, governmental or quasi-governmental locator programs, or private utility locating services, or c) any other Facilities that are not disclosed or vary from locations provided by the Client. The obligation to defend AET shall be independent of the obligation to indemnify and hold harmless AET and shall be with independent counsel acceptable to AET.

22.4 - The location and elevation of a proposed structure or facility shall be staked (with offsets) and controlled by surveying or GPS equipment by others. AET's measurements are made in relation to that information. The reliability of any opinions, conclusions, and recommendations based on those measurements is strictly dependent on the accuracy of the staking or GPS information provided by others.

22.5 - During construction, observations and testing Services are based on the positioning of the formwork by the contractor or its subcontractor. AET will not be responsible for any errors or damages resulting from improper location or positioning of the formwork.

22.6 – Client acknowledges that in the normal course of it Services, AET may unavoidably alter existing site conditions or affect the environment in the are being studied. AET will take reasonable precautions to minimize alterations to the site or existing materials. Restoration of the site is the responsibility of the Client.

SECTION 23 UNDERGROUND UTILITIES AND STRUCTURES AND FACILITIES (GEOTECH)

23.1 – Public Utilities: AET's sole responsibility under this section will be to contact the state "call before you dig" notification center (e.g. Gopher State One Call in Minnesota), if such an entity exists, for location information of public utilities only. AET shall have no obligation to proceed with the work until Client has fully complied with all the requirements of this Section 23.

23.2 – Private Utilities and all other Equipment or Facilities: Client will mark or cause to be marked the location of all other Facilities, Equipment and/or Utilities that service or are located on the site including but not limited to private utilities. AET shall be entitled to rely upon the accuracy of all location information supplied by any source including the Client.

23.3 - Client acknowledges that location data may be incorrect or that some Facilities, Equipment or Utilities may not be capable of location and Client fully acknowledges and accepts this risk and waives any claims against AET for damages or claims arising out of or in any way related to incorrect locations of Utilities, Equipment or Facilities incapable of location.

23.4 - Client shall waive as against AET and further hold harmless, indemnify and defend AET from all claims, damages, losses, fines, penalties and expenses (including attorney's fees) by any third parties arising out of or related to the following: a) Facilities and utilities that are not shown or vary from the locations shown on any plans or drawings, b) Facilities and utilities that are not located by or vary from the locations marked by Client, governmental or quasi-governmental locator programs, or private utility locating services, or c) any other Facilities or utilities that are not disclosed or vary from locations provided by the Client. The obligation to defend AET shall be independent of the obligation to indemnify and hold harmless AET and shall be with independent counsel acceptable to AET.

THE CITY OF Fargo FAR MORE

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

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October 5, 2026

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

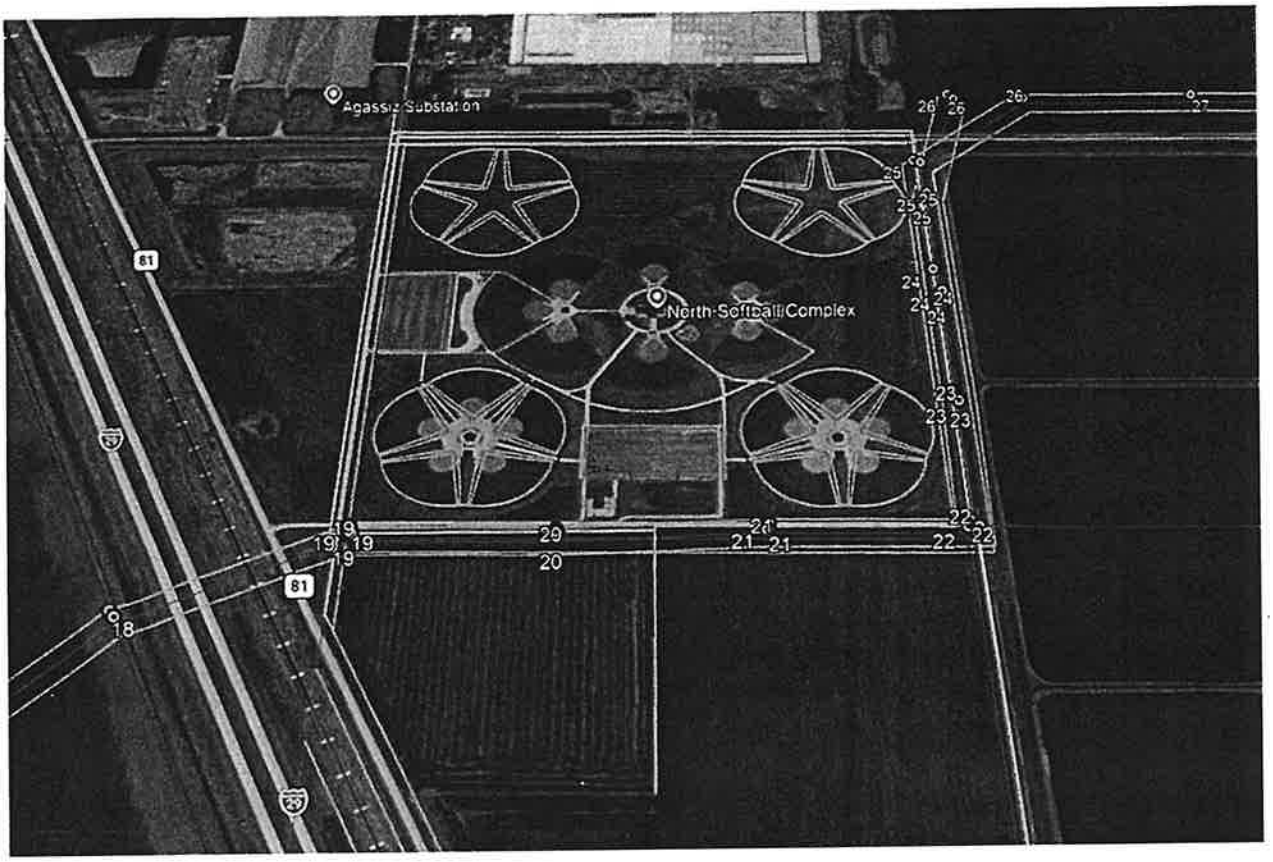
Dear Commissioners,

Presented to you today for your consideration is the culmination of extensive negotiations for a power transmission line on three City parcels on the north side of Fargo. Otter Tail Power is responsible for obtaining all easements for this transmission line in North Dakota. The transmission line will start at the existing substation on the south side of Reile's Acres and terminate near Brainerd, MN. The parties that have been included in the negotiations include Otter Tail Power, Fargo Engineering, Fargo Water Reclamation, City of Fargo Attorney Office, and Fargo Parks.

Based on current State Law, Otter Tail Power is not required to obtain any permits from the City of Fargo. The only permit they are required to get is from the Public Service Commission. Otter Tail does need to obtain an easement from the City of Fargo to build the transmission line and this easement is included in this submittal.

The easement is on three City parcels in and around the softball complex near 64th Avenue North and County 81. The three parcels the transmission line easement will be placed are on the softball complex property, the wastewater settling pond parcel, and a City owned parcel south of the softball complex just east of County 81.

During negotiations, multiple routes were considered and this route seems to be the best for the City and the Park District. The path selected is shown on the next page.



It is anticipated that the path shown in the attached documents is the final plan but could change depending on negotiations with adjacent landowners. The path shown in the attached documents is the biggest easement required but it could be reduced if the path is moved south. This would reduce the amount of land needed for the easement and reduce the payment depending on the number of acres removed.

Recommended Motion:
Engineering is seeking approval of the attached Easement.

Regards,

Kevin Gorder
Division Engineer

Enclosure

REPORT OF ACTION

PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

Type: Easement

Location: East of I-29, south of 64th Ave N

Date of Hearing: 7/13/2026

Routing	Date
City Commission	10/12/26
PWPEC File	X
Project File	Kevin Gorder

The Committee reviewed a communication from Division Engineer Kevin Gorder regarding a proposed easement for an Otter Tail Power transmission line connecting the substation located south of Reile's Acres to a substation near Brainerd, Minnesota.

Otter Tail Power is authorized to offer compensation of $28,500 per acre for the easement. For comparison, Minnkota Power Cooperative recently purchased property west of I-29 for $28,000 per acre. Based on the proposed easement area, the total compensation is currently estimated at $417,240.

Kevin noted that an appraisal of the property is being completed but is not yet available. He also reported that the City has provided several comments on the proposed easement agreement that have not yet been addressed. These comments are intended to protect the interests of both the City of Fargo and the Fargo Park District.

On a motion by Brenda Derrig, seconded by Josh Boschee, the Committee voted to recommend approval of the easement, contingent upon Otter Tail Power addressing all City comments and providing compensation of $28,500 per acre or the appraised value, whichever is greater.

RECOMMENDED MOTION
Concur with the recommendations of PWPEC and approve the easement with Otter Tail Power.

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
				☑
Josh Boschee, Mayor	☑	☑	☐	
Nicole Crutchfield, Director of Planning	☑	☑	☐	
Gary Lorenz, Fire Chief	☑	☑	☐	Ryan Erickson
Brenda Derrig, Assistant City Administrator	☑	☑	☐	
Ben Dow, Director of Operations	☑	☑	☐	
Tom Knakmuhs, City Engineer	☑	☑	☐	
Susan Thompson, Finance Director	☑	☑	☐	

ATTEST:

Tom Knakmuhs, P.E.
City Engineer

THE CITY OF Fargo FAR MORE

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

Memorandum

To: Members of PWPEC

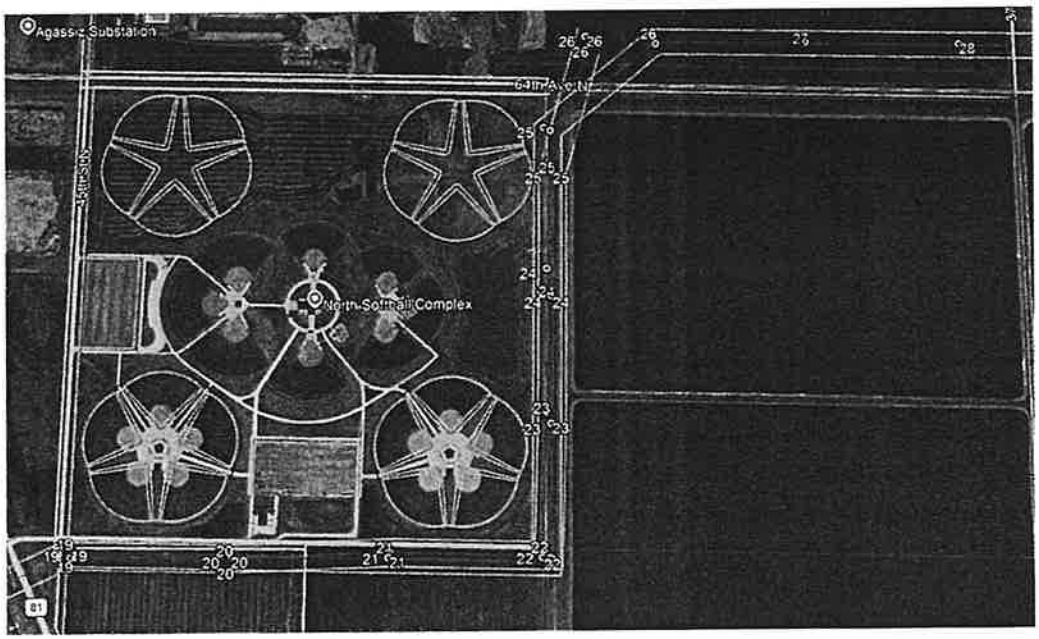
From: Kevin Gorder – Division Engineer

Date: July 10, 2026

Re: Otter Tail Transmission Line Easement

Background:

Otter Tail Power is working on the North Dakota portion of a transmission line that is proposed to connect the substation just south of Reiles Acres to a substation near Brainerd, MN. This line will be very similar to the transmission line that runs along I-94 between Fergus Falls and the twin cities area. North Dakota Century Code states that the only approval needed for a transmission line is from the ND PSC. Local jurisdictions do not have approval or denial authority for a transmission line. They do need an easement from everyone, so this is our opportunity to negotiate on items that may impact the City. The proposed location is shown in the picture below. The general area is around the softball complex in north Fargo east of I-29 and just south of 64th Avenue North. The City owns the parcel nearly adjacent to County 81 where the proposed line is running east-west. The City owns the softball parcel but has an Agassiz Substation. The City owns the softball parcel but has an Agreement with Fargo Parks to operate a park facility on this parcel.



A draft of an easement is attached and is still being reviewed by the City Attorney's office. Engineering, Planning, Water Reclamation, and Fargo Parks met the week of July 6 to gather comments from all parties. Fargo Parks is still reviewing and I expect comments from them prior to the meeting and will share their comments during the meeting.

Additional items that came out of the meeting and shared with Otter Tail Power included:

1. Water Reclamation would like additional clearance along their levee, so we requested they lengthen the poles from 155' to 160'.
2. We have asked Otter Tail Power if there is any way to deenergize just the bottom conductor if work is required under the transmission line.
3. Park District wants some clarification on what the procedure would be if one of their light poles needed to be removed near the transmission line.
4. Park District would like to fulfil as much of their master plan for tree plantings and requested information on what species of trees could be planted that would not create a concern for the transmission line.
5. Include a prohibition so a substation would not be built on this easement.

Comments discussed on the actual easement submitted by Otter Tail Power include:

1. In the second paragraph, Otter Tail Power should give the City and the Park District notice if they will be on site unless it is an emergency.
2. In the third paragraph, Otter Tail has indicated that they would allow a parking lot or other surface improvements to the site under the transmission line, we would like the easement to state that is acceptable.
3. In the third paragraph on the top of the second page, they have suggested they get sole discretion on what can be placed on the easement, we think it should be a discussion between both parties to reach an acceptable outcome.
4. In the fifth paragraph, we want Otter Tail Power to commit to restoring the native prairie grass plantings that are currently in place in the easement area.

There was an appraiser on site July 9th which may update the price. Otter Tail is authorized to offer $28,500/ acre for the easement. Minnkota purchased land on the west side of I-29 for their transmission line to the Applied Digital site and they paid $28,000/acre to purchase the land. Total purchase price at this time is $417,240 for the easement.

Another item to consider is what would be the preferred option to present this to the Commission. Otter Tail is willing to attend the Commission meeting on the 20th

Recommended Motion:

Approve the easement with edits and forward to the Commission.

KOG/klb
Attachment

THIS INSTRUMENT WAS DRAFTED BY
AND UPON RECORDING RETURN TO:
OTTER TAIL POWER COMPANY
P.O. BOX 496
FERGUS FALLS, MN 56538-0496
218-739-8200

THE SPACE ABOVE THIS LINE IS RESERVED FOR RECORDING PURPOSES.

Easement No. 108674_345_0125_E1, 108674_345_0130_E1, 108674_345_0145_E1, 108674_345_0150_E1

ELECTRIC TRANSMISSION EASEMENT

The undersigned, **City of Fargo,** whose address is 225 4th St N, Fargo, ND 58102, and heirs, successors, and assigns (whether individually or collectively, hereafter "**Grantor**"), for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby grant unto **Otter Tail Power Company**, a Minnesota corporation, whose address is 215 S. Cascade Street, Fergus Falls, Minnesota 56537; **Great River Energy**, a Minnesota cooperative corporation, whose address is 12300 Elm Creek Boulevard, Maple Grove, Minnesota 55369; and **Minnesota Power**, an operating division of ALLETE, Inc., a Minnesota corporation, whose address is 30 W. Superior Street, Duluth, Minnesota 55802, as tenants in common, and their respective successors and assigns (together as "**Grantee**") an irrevocable easement (the "**Easement**") for the exclusive right to construct, operate, maintain, use, patrol, inspect, repair, reconstruct, upgrade, relocate and/or remove, in whole or in part, electric transmission and/or distribution lines, consisting of one or more circuits, communication lines, towers, structures, poles, foundations, crossarms, cables, wires, anchors, guys, supports, counterpoises, fiber optics, communication equipment, markers, signals, and all other fixtures, appurtenances, and equipment related to the transmission and/or distribution of electrical energy (collectively, the "**Facilities**"), through, over, under and across the following real property located in Cass County, North Dakota, more specifically described as the "**Property**" on Exhibit A (the "**Property**") attached hereto and made part hereof. The Easement shall be limited to that certain part of the Property described as the "**Easement Area**" on the Exhibit A (the "**Easement Area**") attached hereto and made a part hereof.

Grantor hereby grants to Grantee an easement to enter upon the Property to survey for and/or locate the Facilities; provided, however, that Grantee shall be prohibited from constructing a substation upon the Easement Area. Grantor hereby grants to Grantee an easement for reasonable access over and across the Property to the Easement Area, by means of existing field roads, drives, and lanes, if any, otherwise, by the use of the most reasonable and feasible route selected by Grantee. Grantee agrees to schedule non emergency entry with the Grantor and the Fargo Park District. Grantee agrees to make commercially reasonable efforts to work around scheduled activities on the

Property and Grantor's adjacent property for non emergency access when Grantee's access would materially interfere with the same. All Facilities installed and placed by or on behalf of Grantee in the Easement Area shall remain the property of Grantee.

Subject to Grantee's rights and Grantor's obligations herein, Grantor reserves the right to cultivate, use and occupy the surface of the Easement Area in a manner that is not inconsistent with Grantee's rights granted herein, including for at- and below-grade infrastructure, including but not limited to soccer fields, pickleball courts, or similar sports facilities, necessary for Grantor's use of the Property and its adjacent properties, and for other underground infrastructure. Grantor shall not perform any act, or cause or permit acts to be done by others, which will interfere with or endanger the Facilities or Grantee's exercise of its rights hereunder. Grantee agrees that the Grantor may install parking lots and surface improvements (at- or below-grade), including but not limited to soccer fields, pickleball courts, or similar sports facilities, associated with the goals, purposes, and mission of the Fargo Park District and the use of the facilities as identified in the Park District's Institutional Master Plan dated August 20, 2018, and below-grade utilities (including sewer, water, fiber optics, and the like), within the Easement Area; provided, Grantor shall install and maintain such improvements in a way that does not threaten the safe operation of the Facilities or violate clearance requirements. Grantee also agrees to coordinate with the Fargo Park District in the selection of tree species that could coexist with the Facilities in and around the Easement Area to allow the Park District to implement the Institutional Master Plan (subject to Grantee's need to manage the trees in a manner that maintains clearances and protects the safe operation of the Facilities). Without limiting the foregoing, Grantor shall not erect or place on the Easement Area any structures, buildings, trees or other objects or improvements, permanent or temporary, or cause or permit any others to do so, without Grantee's prior written approval. Grantor agrees to not materially alter the existing ground elevations in a manner that could interfere with the Facilities or Grantee's rights hereunder or that would result in ground or other clearance of less than the minimum requirements specified by the National Electrical Safety Code or any other applicable laws or regulations or other codes or policies in effect from time to time. Grantor, its agents, or assigns must submit plans of improvements or other installations within the Easement Area for review and written determination of compatibility by the Grantee prior to installation. Any such approvals, conditions, or denials shall be subject to a mutually agreed upon review process and written approvals by both parties. Notwithstanding the foregoing, Grantor may install and maintain typical fencing within the Easement Area that does not interfere with the safe operation of the Facilities; provided, that Grantor shall grant to Grantee access through any locked gates so that Grantee may have adequate access to the Easement Area.

Grantee shall have the right to remove from the Easement Area, in whole or in part, and in any manner, any structures, buildings, or other objects or improvements, and any trees, shrubbery, brush, or other similar vegetation not previously approved by Grantee that, in Grantee's sole opinion, could, at any time, interfere with or otherwise endanger the structural or electrical integrity of the Facilities or Grantee's exercise of its rights hereunder. Grantee shall also have the right to trim, remove, or otherwise control any trees, shrubbery, brush, or other similar vegetation that could, in Grantee's opinion, at any time interfere with, impair, or otherwise endanger the Facilities, including those previously approved by Grantee as necessary to maintain clearances or protect the safe operation of the Facilities.

After installation of the Facilities or after the exercise of any of the rights granted herein, Grantee agrees to restore the Property and the Easement Area to as near their original condition as is reasonably possible and remove therefrom all debris, spoils, and equipment resulting from Grantee's use of the Property and the Easement Area or pay the reasonable actual sum therefor, at Grantee's option. Grantee understands that much of the area is restored prairie grass plantings which will require

additional resources to restore and maintain. After initial construction and restoration activities have been completed, Grantee shall pay the reasonable actual sum for all actual damages directly caused to Grantor's landscaping, roads and driveways, curbs, gutters, sewers, water and underground utilities, fences, livestock, and crops directly caused by the construction or maintenance of the Facilities, to the extent Grantee does not restore the same. Notwithstanding the foregoing, Grantee shall have no obligation to restore or pay damages in connection with the exercise of its vegetation management rights or for removal or other actions with respect to any structures, buildings, improvements, or other installations placed within the Easement Area without Grantee's advance written determination of compatibility.

Grantee may exercise all or any of its rights hereunder at any time, and Grantee's non-use or limited use of any such rights shall not constitute forfeiture of or otherwise limit any such rights. Grantee may assign and/or apportion and/or otherwise enter into agreements with respect to its rights hereunder, in whole or in part, in its sole discretion; provided, however, that such Grantee may not through such agreement(s) expand the scope of rights granted to Grantee hereunder. Grantee shall also have the right to permit the attachment of wires of others to the Facilities or any part thereof; provided, however, that such other person or entity has obtained for itself any necessary easements or other approvals from Grantor for such other's use.

Grantee agrees to pay for this Easement prior to the construction of Facilities on the Easement Area.

Grantor covenants for the benefit of Grantee, its successors and assigns, that Grantor is the owner of the Property and has the right to convey the Easement and other rights as set forth herein. The individual(s) signing this instrument on behalf of Grantor represent(s) and warrant(s) said individual(s) is/are authorized to execute this instrument on behalf of Grantor. Grantee hereby acknowledges and agrees that it is being granted non-exclusive easement rights notwithstanding that Grantee shall have the sole right to construct, maintain, and operate the Facilities as provided for herein; specifically, that Grantor shall retain the right to use the Easement Area and to grant to third parties rights to use the Easement Area subject to the rights and obligations of the parties hereunder.

Grantor agrees to execute and deliver to Grantee, without additional compensation, any additional documents needed to correct and/or amend the Easement, including the legal description of the Easement Area, to conform to the grant actually occupied by the Facilities, or otherwise as requested by Grantee to accomplish the purposes of this Easement, including as to lands Grantor has any fee or possessory rights in through occupation or otherwise.

Grantee has appointed Otter Tail Power Company as the Administrative Agent for Grantee hereunder (the "Administrative Agent"). The Administrative Agent is designated to act on behalf of Grantee for certain matters relating to this instrument. Grantor shall rely on the actions of the Administrative Agent as Grantee hereunder until Grantor is notified by the Administrative Agent or Grantee that a new Administrative Agent has been appointed.

The easements and covenants contained in this instrument shall run with and against the Property. It is mutually understood and agreed that this instrument constitutes the entire agreement between the parties and that the terms herein may only be modified in writing. Pursuant to N.D.C.C. § 47-05-02.1, the duration of easements granted herein is ninety-nine (99) years from the date hereof. Notwithstanding the foregoing, if N.D.C.C. § 47-05-02.1 is amended or rescinded prior to the expiration hereof and the effect of such amendment or rescission is to increase the maximum duration

of easements, it is the intention of the parties that the duration of the easements be extended to the maximum length permitted by law and in no event shall the duration be shortened by any future change in law. This instrument shall be governed by the laws of North Dakota.

This Easement is effective as of this ____ day of _____, 20__.

[SIGNATURE PAGE(S) FOLLOW(S)]

GRANTOR

CITY OF FARGO

_____

Joshua Boschee

Mayor

_____

Angie Bear

Deputy City Auditor

STATE OF _____)
)SS
COUNTY OF _____)

This instrument was acknowledged before me on _____, 20__, by Joshua Boschee, **Mayor, and Angie Bear, Deputy City Auditor,** known to me or satisfactorily proven to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged that he/she/they executed the same for the purposes therein contained.

In witness whereof I hereunto set my hand and official seal.

_____
Notary Public
My Commission Expires: _____

EXHIBIT A: LEGAL DESCRIPTION OF EASEMENT AREA

NE 1/4, Section 10, Township 140 North, Range 49 West, 5th P.M.
Cass County, North Dakota

OWNER
City of Fargo
(per Tract Search #2661 performed by Red River Title Services, Inc. dba Cass County Abstract Company)
PID
01-3503-00070-000

PROPERTY DESCRIPTION

(per Warranty Deed recorded as Document No. 456432 in the Office of the County Recorder, Cass County, North Dakota)

The Northeast one-quarter (NE1/4) of Section Ten (10), all in Township One Hundred Forty (140) North of Range Forty-nine (49) West of the Fifth Principal Meridian, according to the government survey thereof.

Cass County, North Dakota.

KURT M. KISCH
REGISTERED
LAND
SURVEYOR
LS. -4597
NORTH DAKOTA

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

Kurt M. Kisch Lic. No. LS-4597

Date: 6/15/2026

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OTP# 108674_345_0150_E1	MA-		Sheet 1 of 3
25.04590 MR-C Easement 0150_E1 Fargo.dwg		latest revision: 6/15/2026	
Proj No: 25.04590	Drawn By: STP	Section: 10-140-49	

OTTER TAIL POWER COMPANY

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EXHIBIT A: LEGAL DESCRIPTION OF EASEMENT AREA
NE 1/4, Section 10, Township 140 North, Range 49 West, 5th P.M.
Cass County, North Dakota

OWNER
City of Fargo
(per Tract Search #2661 performed by Red River Title Services, Inc. dba Cass County Abstract Company)
PID
01-3503-00070-000

EASEMENT AREA DESCRIPTION

A 150.00 foot wide Exclusive Right-of-Way for Transmission Line purposes over, under, and across all those parts of Section 10 and Lots 1 and 2, Block 1, NSC ADDITION to the City of Fargo, within Township 140 North, Range 49 West of the 5th Principal Meridian, Cass County, North Dakota, lying 75.00 feet of each side of the following described centerline:

COMMENCING at the northwest corner of the Southwest Quarter of said Section 10, said corner also being the southwest corner of the Northwest Quarter of said Section 10; thence South 03 degrees 03 minutes 09 seconds East, assumed bearing, along the west line of said Southwest Quarter, a distance of 114.45 feet to the POINT OF BEGINNING of the centerline to be described; thence North 61 degrees 37 minutes 29 seconds East, a distance of 59.40 feet; thence North 87 degrees 47 minutes 18 seconds East, a distance of 859.68 feet; thence North 84 degrees 31 minutes 28 seconds East, a distance of 860.60 feet; thence North 87 degrees 47 minutes 17 seconds East, a distance of 859.89 feet; thence North 01 degrees 41 minutes 44 seconds West, a distance of 719.74 feet; thence North 02 degrees 58 minutes 09 seconds West, a distance of 1439.08 feet; thence North 11 degrees 16 minutes 29 seconds East, a distance of 537.66 feet, more or less, to a point on the north line of the Northeast Quarter of said Section 10 lying North 87 degrees 41 minutes 50 seconds East, a distance of 147.72 feet from the northwest corner of said Northeast Quarter, said corner also being the Northeast corner of said Northwest Quarter, and said centerline there terminating.

The sideline of said easement shall be lengthened or shortened to terminate on the South and North lines of said Northeast Quarter.

Subject to easements and restrictions of record, if any.

Contains 5.96 acres, more or less.

KURT M. KISCH
REGISTERED
LAND
SURVEYOR
LS. -4597
NORTH DAKOTA

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

Kurt M. Kisch Lic. No. LS-4597

Date: 6/15/2026

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OTTER TAIL POWER COMPANY

OTP# 108674_345_0150_E1	MA-	Sheet 2 of 3
25.04590 MR-C Easement 0150_E1 Fargo.dwg		latest revision: 6/15/2026
Proj No: 25.04590	Drawn By: STP	Section: 10-140-49

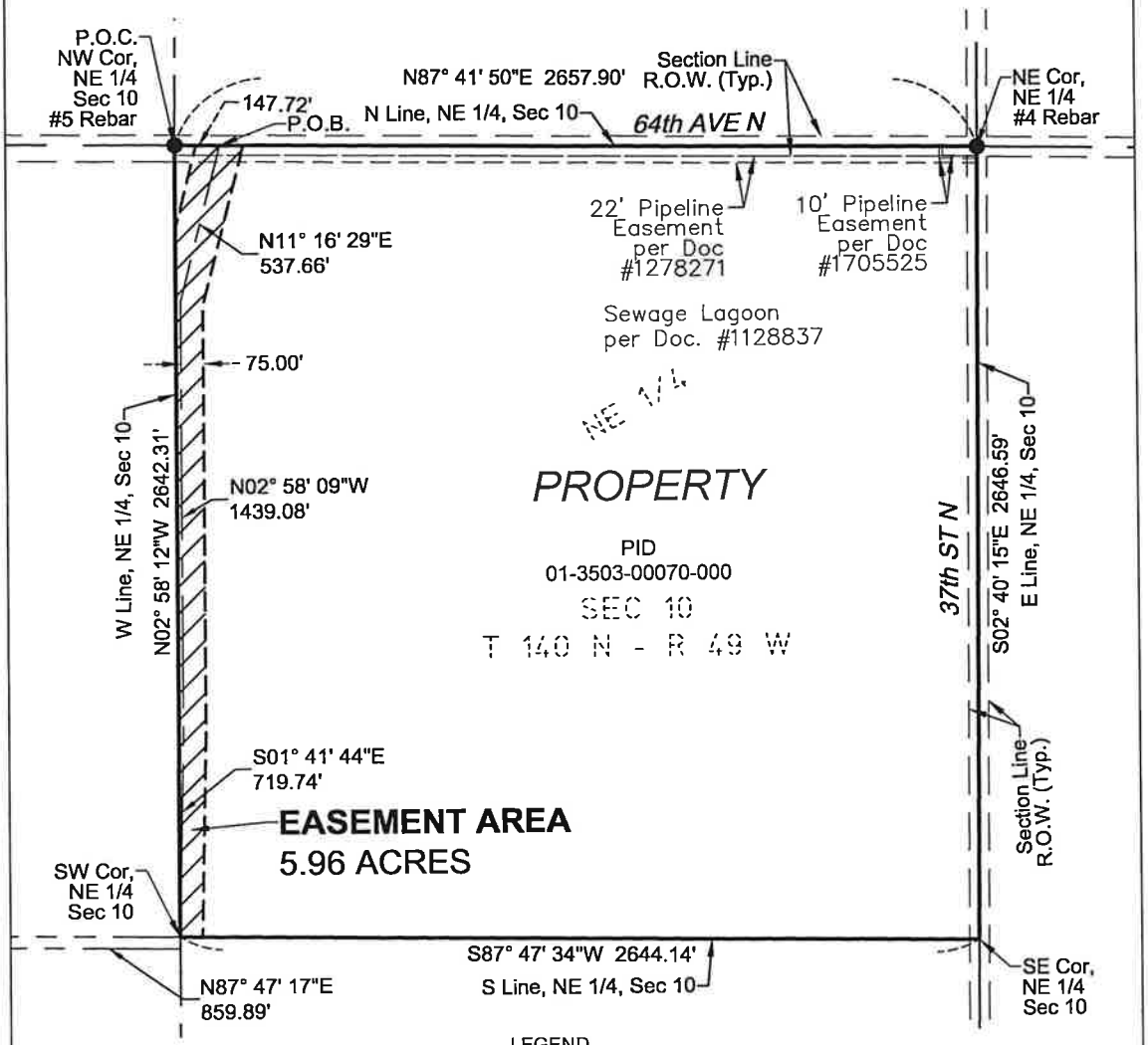
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EXHIBIT A: ILLUSTRATION OF EASEMENT AREA
NE 1/4, Section 10, Township 140 North, Range 49 West, 5th P.M.
Cass County, North Dakota

OWNER
City of Fargo
(per Tract Search #2661 performed by Red River Title Services, Inc. dba Cass County Abstract Company)
PID
01-3503-00070-000

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W E
S

0 250 500
SCALE: 1" = 500'
(SHEET SIZE 8.5"x14")



LEGEND
- ● - Monument as Described
- ○ - #5 Rebar w/ cap LS-4597
- ZZZ - Transmission Easement Area

KURT M. KISCH
REGISTERED LAND SURVEYOR
LS. -4597
NORTH DAKOTA

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

Kurt M. Kisch Lic. No. LS-4597

Date: 6/15/2026

Note: Easements shown hereon, if any, per Red River Title Services, Inc. dba Cass County Abstract Company Tract Search #2661, dated January 15th, 2026 at 6:59 A.M.

OTP# 108674_345_0150_E1	MA-	Sheet 3 of 3
25.04590 MR-C Easement 0150_E1 Fargo.dwg		latest revision: 6/15/2026
Proj No: 25.04590	Drawn By: STP	Section: 10-140-49

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OTTER TAIL POWER COMPANY

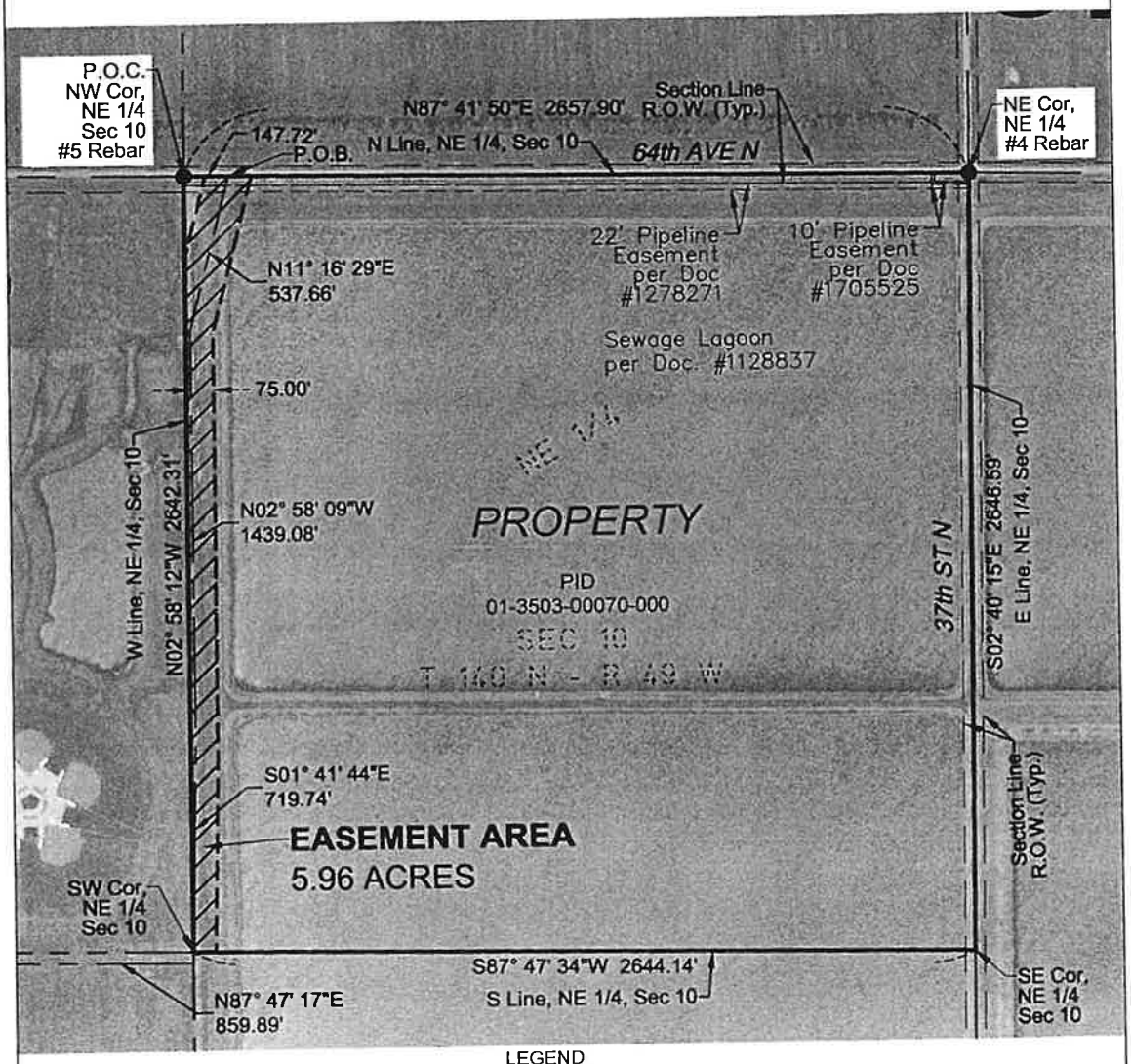
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EXHIBIT A: ILLUSTRATION OF EASEMENT AREA WITH AERIAL

NE 1/4, Section 10, Township 140 North, Range 49 West, 5th P.M.
Cass County, North Dakota

OWNER
City of Fargo
(per Tract Search #2661 performed by Red River Title Services, Inc. dba Cass County Abstract Company)
PID
01-3503-00070-000

0 250 500
SCALE: 1" = 500'
(SHEET SIZE 8.5"x14")



LEGEND

- ● - Monument as Described
- ○ - #5 Rebar w/ cap LS-4597
- ▨ - Transmission Easement Area

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OTP# 108674_345_0150_E1	MA-	Sheet - of -
25.04590 MR-C Easement 0150_E1 Fargo.dwg		latest revision: 6/15/2026
Proj No: 25.04590	Drawn By: STP	Section: 10-140-49

OTTER TAIL POWER COMPANY

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EXHIBIT A: LEGAL DESCRIPTION OF EASEMENT AREA
SE 1/4, Section 10, Township 140 North, Range 49 West, 5th P.M.
Cass County, North Dakota

OWNER
City of Fargo
(per Tract Search #6816 performed by Red River Title Services, Inc. dba Cass County Abstract Company)
PID
01-3503-00080-000

PROPERTY DESCRIPTION

(per Warranty Deed filed as Document No. 448205 in the Office of the County Recorder, Cass County, North Dakota)

The Southeast Quarter (SE1/4) of Section Ten (10), Township One Hundred Forty (140), Range Forty-Nine (49)

KURT M. KISCH
REGISTERED LAND SURVEYOR
LS. -4597
NORTH DAKOTA

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

Kurt M. Kisch Lic. No. LS-4597

Date: 6/15/2026

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OTP# 108674_345_0145_E1	MA-	Sheet 1 of 3
25.04590 MR-C Easement 0145_E1 Fargo.dwg		latest revision: 6/15/2026
Proj No: 25.04590	Drawn By: NES	Section: 10-140-49

OTTER TAIL POWER COMPANY

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EXHIBIT A: LEGAL DESCRIPTION OF EASEMENT AREA
SE 1/4, Section 10, Township 140 North, Range 49 West, 5th P.M.
Cass County, North Dakota

OWNER
City of Fargo
(per Tract Search #6816 performed by Red River Title Services, Inc. dba Cass County Abstract Company)
PID
01-3503-00080-000

EASEMENT AREA DESCRIPTION

A 150.00 foot wide Exclusive Right-of-Way for Transmission Line purposes over, under, and across all those parts of Section 10 and Lots 1 and 2, Block 1, NSC ADDITION to the City of Fargo, within Township 140 North, Range 49 West of the 5th Principal Meridian, Cass County, North Dakota, lying 75.00 feet of each side of the following described centerline:

COMMENCING at the northwest corner of the Southwest Quarter of said Section 10, said corner also being the southwest corner of the Northwest Quarter of said Section 10; thence South 03 degrees 03 minutes 09 seconds East, assumed bearing, along the west line of said Southwest Quarter, a distance of 114.45 feet to the POINT OF BEGINNING of the centerline to be described; thence North 61 degrees 37 minutes 29 seconds East, a distance of 59.40 feet; thence North 87 degrees 47 minutes 18 seconds East, a distance of 859.68 feet; thence North 84 degrees 31 minutes 28 seconds East, a distance of 860.60 feet; thence North 87 degrees 47 minutes 17 seconds East, a distance of 859.89 feet; thence North 01 degrees 41 minutes 44 seconds West, a distance of 719.74 feet; thence North 02 degrees 58 minutes 09 seconds West, a distance of 1439.08 feet; thence North 11 degrees 16 minutes 29 seconds East, a distance of 537.66 feet, more or less, to a point on the north line of the Northeast Quarter of said Section 10 lying North 87 degrees 41 minutes 50 seconds East, a distance of 147.72 feet from the northwest corner of said Northeast Quarter, said corner also being the Northeast corner of said Northwest Quarter, and said centerline there terminating.

The portion of said Exclusive Right-of-Way for Transmission Line purposes lying within the Southeast Quarter of Section 10, Township 140 North, Range 49 West of the 5th Principal Meridian, Cass County, North Dakota, described as follows:

BEGINNING at the Northwest corner of said Southeast Quarter; thence North 87 degrees 47 minutes 22 seconds East, assumed bearing, along the North line of said Southeast Quarter, a distance of 79.02 feet; thence South 00 degrees 11 minutes 28 seconds West, a distance of 114.28 feet; thence South 87 degrees 47 minutes 17 seconds West, a distance of 72.72 feet, more or less, to a point on the West line of said Southeast Quarter; thence North 02 degrees 58 minutes 12 seconds West along said West line, a distance of 114.19 feet to the POINT OF BEGINNING.

Subject to easements and restrictions of record, if any.

Contains 0.20 acres, more or less.

KURT M. KISCH
REGISTERED
LAND
SURVEYOR
LS. -4597
NORTH DAKOTA

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

Kurt M. Kisch Lic. No. LS-4597

Date: 6/15/2026

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OTP# 108674_345_0145_E1	MA-	Sheet 2 of 3	OTTER TAIL POWER COMPANY
25.04590 MR-C Easement 0145_E1 Fargo.dwg		latest revision: 6/15/2026	
Proj No: 25.04590	Drawn By: NES	Section: 10-140-49	

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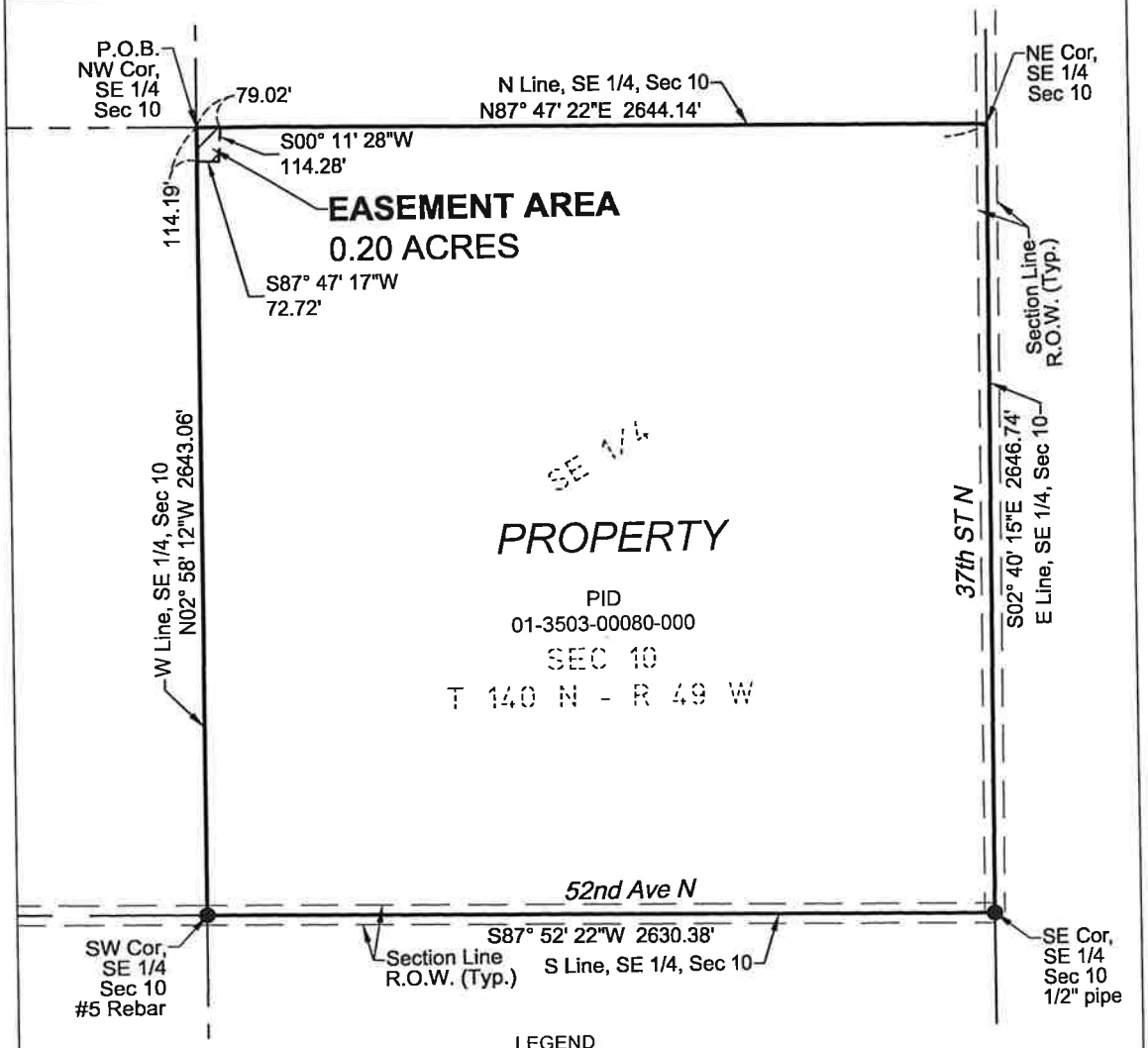
EXHIBIT A: ILLUSTRATION OF EASEMENT AREA

SE 1/4, Section 10, Township 140 North, Range 49 West, 5th P.M.
Cass County, North Dakota

OWNER
City of Fargo
(per Tract Search #6816 performed by Red River Title Services, Inc. dba Cass County Abstract Company)
PID
01-3503-00080-000

N
W E
S

0 250 500
SCALE: 1" = 500'
(SHEET SIZE 8.5"x14")



LEGEND

● - Monument as Described

○ - #5 Rebar w/ cap LS-4597

ZZZ - Transmission Easement Area

KURT M. KISCH
REGISTERED
LAND
SURVEYOR
LS. -4597
NORTH DAKOTA

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

Kurt M. Kisch Lic. No. LS-4597

Date: 6/15/2026

Note: Easements shown hereon, if any, per Red River Title Services, Inc. dba Cass County Abstract Company Tract Search #6816, dated January 15th, 2026 at 6:59 A.M.

Ulteig

OTTER TAIL POWER COMPANY

OTP# 108674_345_0145_E1	MA-	Sheet 3 of 3
25.04590 MR-C Easement 0145_E1 Fargo.dwg		latest revision: 6/15/2026
Proj No: 25.04590	Drawn By: NES	Section: 10-140-49

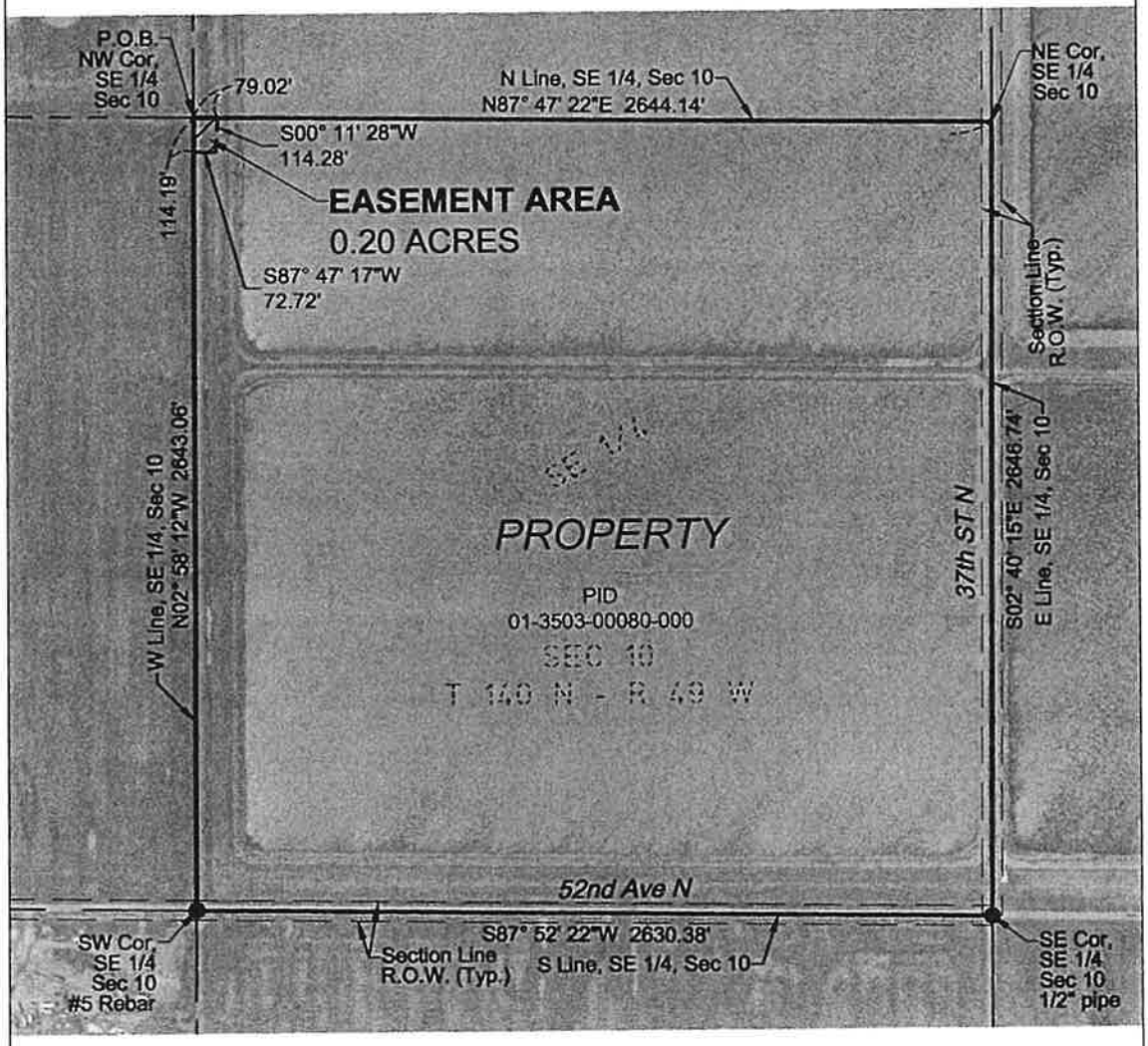
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EXHIBIT A: ILLUSTRATION OF EASEMENT AREA WITH AERIAL

SE 1/4, Section 10, Township 140 North, Range 49 West, 5th P.M.
Cass County, North Dakota

OWNER
City of Fargo
(per Tract Search #6816 performed by Red River Title Services, Inc. dba Cass County Abstract Company)
PID
01-3503-00080-000

0 250 500
SCALE: 1" = 500'
(SHEET SIZE 8.5"x14")



LEGEND

- ● - Monument as Described
- ○ - #5 Rebar w/ cap LS-4597
- ZZZ - Transmission Easement Area

Ulteig

OTTER TAIL POWER COMPANY

OTP# 108674_345_0145_E1	MA-	Sheet - of -
25.04590 MR-C Easement 0145_E1 Fargo.dwg		latest revision: 6/15/2026
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EXHIBIT A: LEGAL DESCRIPTION OF EASEMENT AREA
Lot 1, Block 1, NSC ADDITION to the City of Fargo,
Cass County, North Dakota

OWNER
City of Fargo
(per Tract Search #6281 performed by Red River Title Services, Inc. dba Cass County Abstract Company)
PID
01-8713-00100-000

PROPERTY DESCRIPTION

(per Plat recorded as Document No. 1557303 in the Office of the County Recorder, Cass County, North Dakota)

Lot 1, Block 1, NSC ADDITION to the City of Fargo, Cass County, North Dakota

KURT M. KISCH
REGISTERED
LAND
SURVEYOR
LS. -4597
NORTH DAKOTA

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

Kurt M. Kisch Lic. No. LS-4597

Date: 6/15/2026

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OTP# 108674_345_0130_E1		MA-	
25.04590 MR-C Easement 0130_E1 Fargo.dwg		latest revision: 6/15/2026	
Proj No: 25.04590	Drawn By: STP	Section: 10-140-49	

OTTER TAIL POWER COMPANY

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EXHIBIT A: LEGAL DESCRIPTION OF EASEMENT AREA
Lot 1, Block 1, NSC ADDITION to the City of Fargo,
Cass County, North Dakota

OWNER
City of Fargo
(per Tract Search #6281 performed by Red River Title Services, Inc. dba Cass County Abstract Company)
PID
01-8713-00100-000

EASEMENT AREA DESCRIPTION

A 150.00 foot wide Exclusive Right-of-Way for Transmission Line purposes over, under, and across all those parts of Section 10 and Lots 1 and 2, Block 1, NSC ADDITION to the City of Fargo, within Township 140 North, Range 49 West of the 5th Principal Meridian, Cass County, North Dakota, lying 75.00 feet of each side of the following described centerline:

COMMENCING at the northwest corner of the Southwest Quarter of said Section 10, said corner also being the southwest corner of the Northwest Quarter of said Section 10; thence South 03 degrees 03 minutes 09 seconds East, assumed bearing, along the west line of said Southwest Quarter, a distance of 114.45 feet to the POINT OF BEGINNING of the centerline to be described; thence North 61 degrees 37 minutes 29 seconds East, a distance of 59.40 feet; thence North 87 degrees 47 minutes 18 seconds East, a distance of 859.68 feet; thence North 84 degrees 31 minutes 28 seconds East, a distance of 860.60 feet; thence North 87 degrees 47 minutes 17 seconds East, a distance of 859.89 feet; thence North 01 degrees 41 minutes 44 seconds West, a distance of 719.74 feet; thence North 02 degrees 58 minutes 09 seconds West, a distance of 1439.08 feet; thence North 11 degrees 16 minutes 29 seconds East, a distance of 537.66 feet, more or less, to a point on the north line of the Northeast Quarter of said Section 10 lying North 87 degrees 41 minutes 50 seconds East, a distance of 147.72 feet from the northwest corner of said Northeast Quarter, said corner also being the Northeast corner of said Northwest Quarter, and said centerline there terminating..

The portion of said Exclusive Right-of-Way for Transmission Line purposes lying within Lot 1, Block 1, NSC ADDITION to the City of Fargo, more particularly described as follows:

COMMENCING at the Northeast corner of the Northwest Quarter of Section 10, Township 140 North, Range 49 West; thence South 02 degrees 58 minutes 12 seconds East, assumed bearing, along the East line of said Northwest Quarter and the East line of said Lot 1, a distance of 278.76 feet to the POINT OF BEGINNING; thence continuing South 02 degrees 58 minutes 12 seconds East along said East line of the Northwest Quarter and said Lot 1, a distance of 2363.55 feet to the Southeast corner of said Northwest Quarter and said Lot 1; thence along the South line of said Northwest Quarter and said Lot 1, South 87 degrees 47 minutes 22 seconds West, a distance of 1489.53 feet; thence North 84 degrees 31 minutes 28 seconds East, a distance of 628.43 feet; thence North 87 degrees 47 minutes 17 seconds East, a distance of 787.70 feet; thence North 01 degrees 41 minutes 44 seconds West, a distance of 644.58 feet; thence North 02 degrees 58 minutes 09 seconds West, a distance of 1447.62 feet; thence North 11 degrees 16 minutes 29 seconds East, a distance of 242.16 feet to the POINT OF BEGINNING.

Subject to easements and restrictions of record, if any.

Contains 4.10 acres, more or less.

KURT M. KISCH
REGISTERED
LAND
SURVEYOR
LS. -4597
NORTH DAKOTA

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

Kurt M. Kisch Lic. No. LS-4597

Date: 6/15/2026

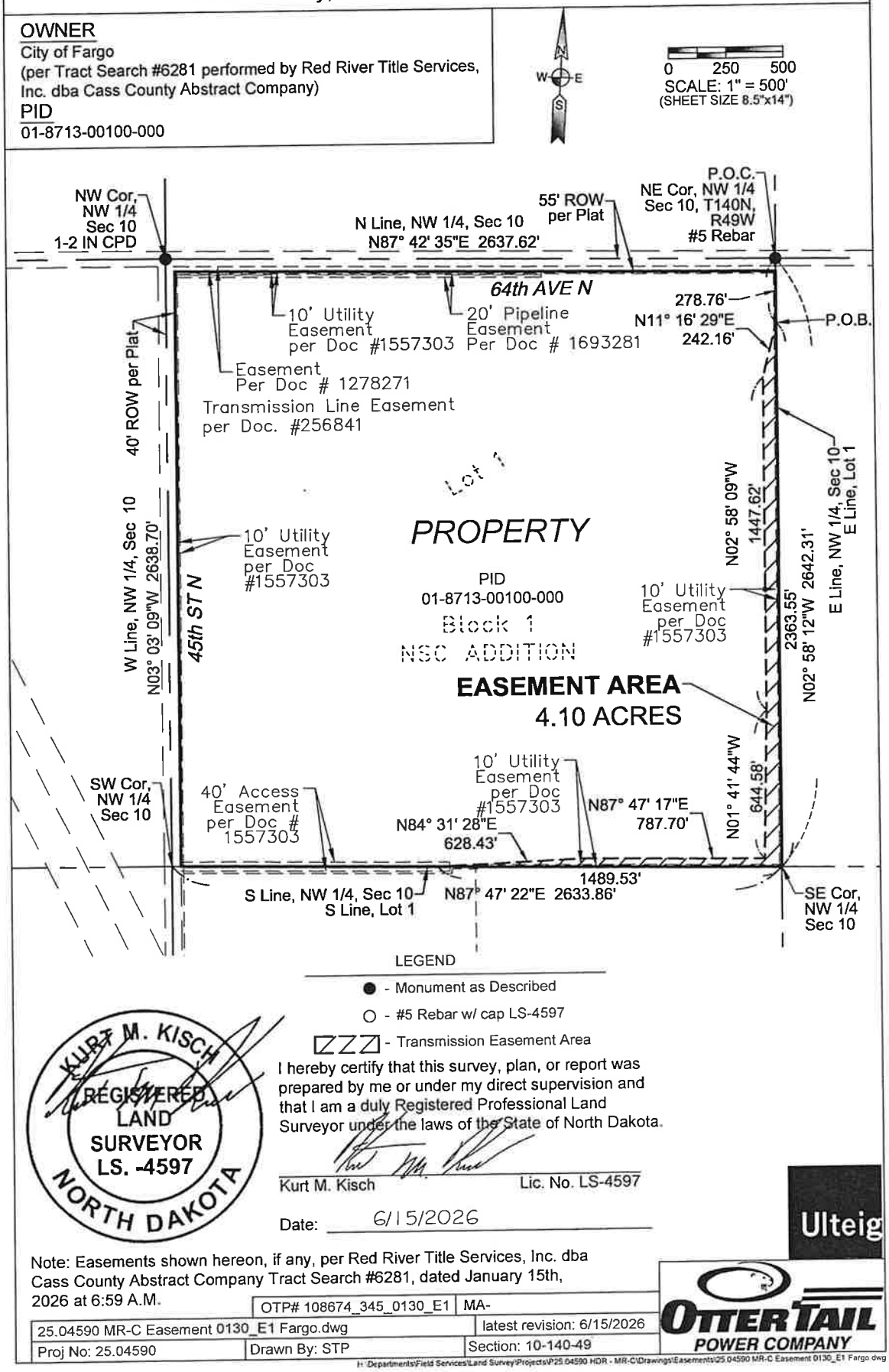
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25.04590 MR-C Easement 0130_E1 Fargo.dwg		latest revision: 6/15/2026	OTTER TAIL POWER COMPANY
Proj No: 25.04590	Drawn By: STP	Section: 10-140-49	

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EXHIBIT A: ILLUSTRATION OF EASEMENT AREA
Lot 1, Block 1, NSC ADDITION to the City of Fargo,
Cass County, North Dakota

OWNER
City of Fargo
(per Tract Search #6281 performed by Red River Title Services, Inc. dba Cass County Abstract Company)
PID
01-8713-00100-000



LEGEND
- ● - Monument as Described
- ○ - #5 Rebar w/ cap LS-4597
- ZZZ - Transmission Easement Area

KURT M. KISCH REGISTERED LAND SURVEYOR LS. -4597 NORTH DAKOTA

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

Kurt M. Kisch Lic. No. LS-4597

Date: 6/15/2026

Note: Easements shown hereon, if any, per Red River Title Services, Inc. dba Cass County Abstract Company Tract Search #6281, dated January 15th, 2026 at 6:59 A.M.

OTP# 108674_345_0130_E1		MA-	
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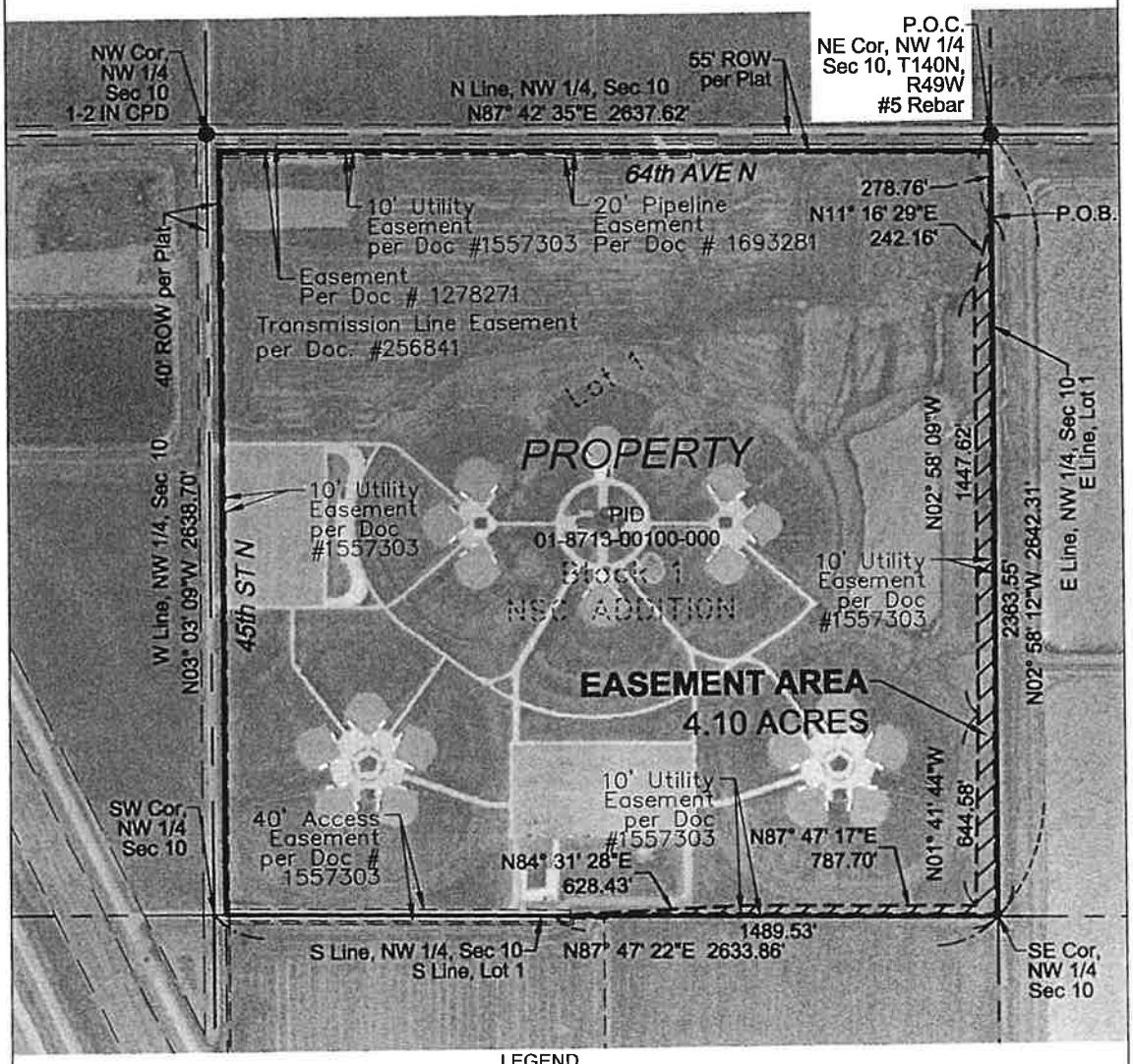
OTTER TAIL POWER COMPANY

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EXHIBIT A: ILLUSTRATION OF EASEMENT AREA WITH AERIAL
Lot 1, Block 1, NSC ADDITION to the City of Fargo,
Cass County, North Dakota

OWNER
City of Fargo
(per Tract Search #6281 performed by Red River Title Services, Inc. dba Cass County Abstract Company)
PID
01-8713-00100-000

0 250 500
SCALE: 1" = 500'
(SHEET SIZE 8.5"x14")



LEGEND
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OTTER TAIL POWER COMPANY

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EXHIBIT A: LEGAL DESCRIPTION OF EASEMENT AREA
Lot 2, Block 1, NSC ADDITION to the City of Fargo,
Cass County, North Dakota

OWNER
City of Fargo
(per Tract Search #74871 performed by Red River Title Services, Inc. dba Cass County Abstract Company)
PID
01-8713-00200-000

PROPERTY DESCRIPTION

(per Plat recorded as Document No. 1557303 in the Office of the County Recorder, Cass County, North Dakota)

Lot 2, Block 1, NSC ADDITION to the City of Fargo, Cass County, North Dakota

KURT M. KISCH
REGISTERED
LAND
SURVEYOR
LS. -4597
NORTH DAKOTA

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

Kurt M. Kisch Lic. No. LS-4597

Date: 6/15/2026

Ulteig

OTP# 108674_345_0125_E1		MA-	
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Proj No: 25.04590	Drawn By: STP	Section: 10-140-49	

OTTER TAIL POWER COMPANY

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EXHIBIT A: LEGAL DESCRIPTION OF EASEMENT AREA
Lot 2, Block 1, NSC ADDITION to the City of Fargo,
Cass County, North Dakota

OWNER
City of Fargo
(per Tract Search #74871 performed by Red River Title Services, Inc. dba Cass County Abstract Company)
PID
01-8713-00200-000

EASEMENT AREA DESCRIPTION

A 150.00 foot wide Exclusive Right-of-Way for Transmission Line purposes over, under, and across all those parts of Section 10 and Lots 1 and 2, Block 1, NSC ADDITION to the City of Fargo, within Township 140 North, Range 49 West of the 5th Principal Meridian, Cass County, North Dakota, lying 75.00 feet of each side of the following described centerline:

COMMENCING at the northwest corner of the Southwest Quarter of said Section 10, said corner also being the southwest corner of the Northwest Quarter of said Section 10; thence South 03 degrees 03 minutes 09 seconds East, assumed bearing, along the west line of said Southwest Quarter, a distance of 114.45 feet to the POINT OF BEGINNING of the centerline to be described; thence North 61 degrees 37 minutes 29 seconds East, a distance of 59.40 feet; thence North 87 degrees 47 minutes 18 seconds East, a distance of 859.68 feet; thence North 84 degrees 31 minutes 28 seconds East, a distance of 860.60 feet; thence North 87 degrees 47 minutes 17 seconds East, a distance of 859.89 feet; thence North 01 degrees 41 minutes 44 seconds West, a distance of 719.74 feet; thence North 02 degrees 58 minutes 09 seconds West, a distance of 1439.08 feet; thence North 11 degrees 16 minutes 29 seconds East, a distance of 537.66 feet, more or less, to a point on the north line of the Northeast Quarter of said Section 10 lying North 87 degrees 41 minutes 50 seconds East, a distance of 147.72 feet from the northwest corner of said Northeast Quarter, said corner also being the Northeast corner of said Northwest Quarter, and said centerline there terminating.

The sidelines of said easement shall be lengthened or shortened to terminate on the East and West lines of said Lot 2.

Subject to easements and restrictions of record, if any.

Contains 4.38 acres, more or less.

KURT M. KISCH
REGISTERED
LAND
SURVEYOR
LS. -4597
NORTH DAKOTA

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Kurt M. Kisch Lic. No. LS-4597

Date: 6/15/2026

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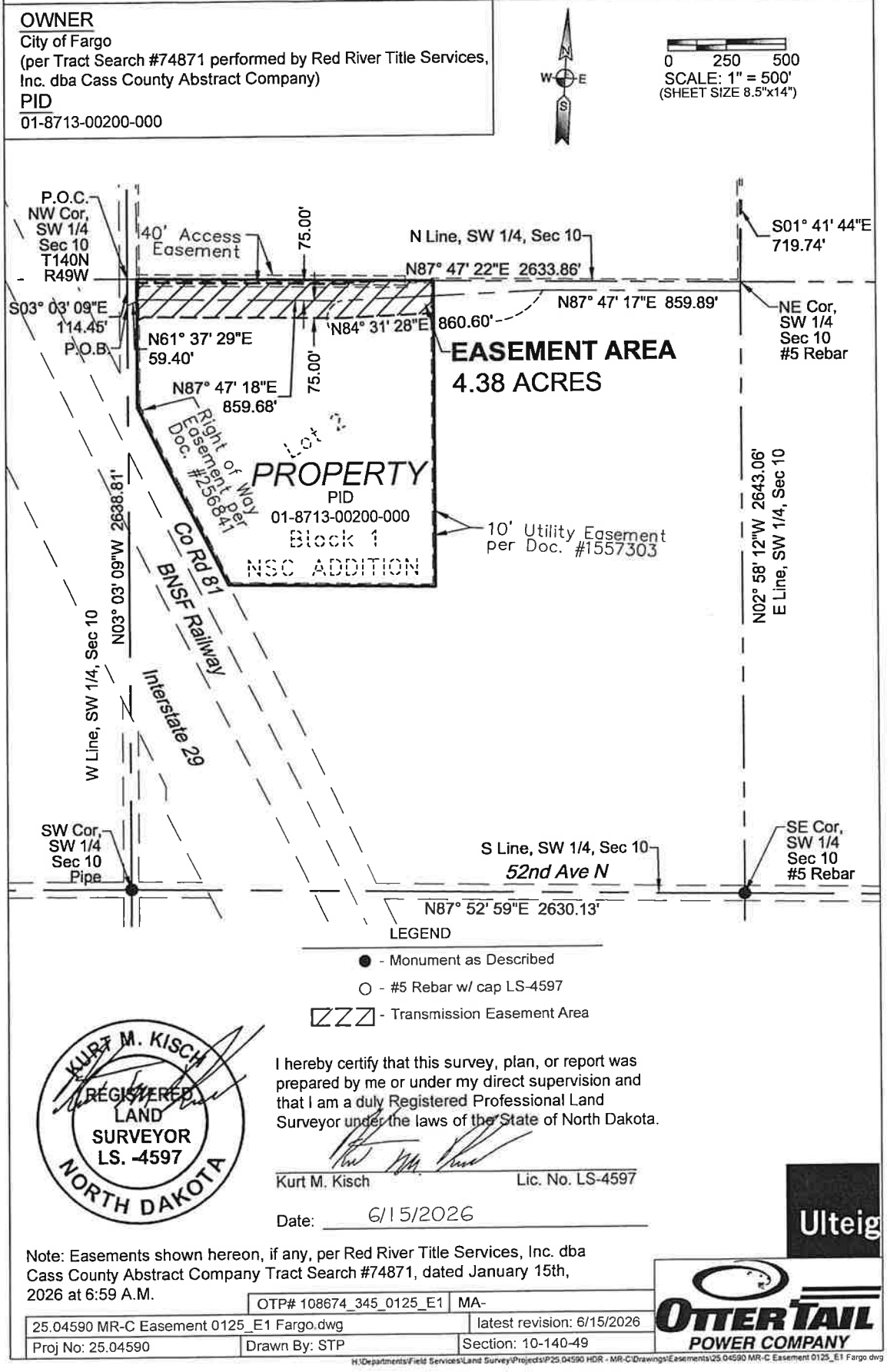
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EXHIBIT A: ILLUSTRATION OF EASEMENT AREA

Lot 2, Block 1, NSC ADDITION to the City of Fargo,
Cass County, North Dakota

OWNER
City of Fargo
(per Tract Search #74871 performed by Red River Title Services, Inc. dba Cass County Abstract Company)

PID
01-8713-00200-000



LEGEND

- ● - Monument as Described
- ○ - #5 Rebar w/ cap LS-4597
- ZZZ - Transmission Easement Area

KURT M. KISCH
REGISTERED LAND SURVEYOR
LS. -4597
NORTH DAKOTA

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

Kurt M. Kisch Lic. No. LS-4597

Date: 6/15/2026

Note: Easements shown hereon, if any, per Red River Title Services, Inc. dba Cass County Abstract Company Tract Search #74871, dated January 15th, 2026 at 6:59 A.M.

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OTTER TAIL POWER COMPANY

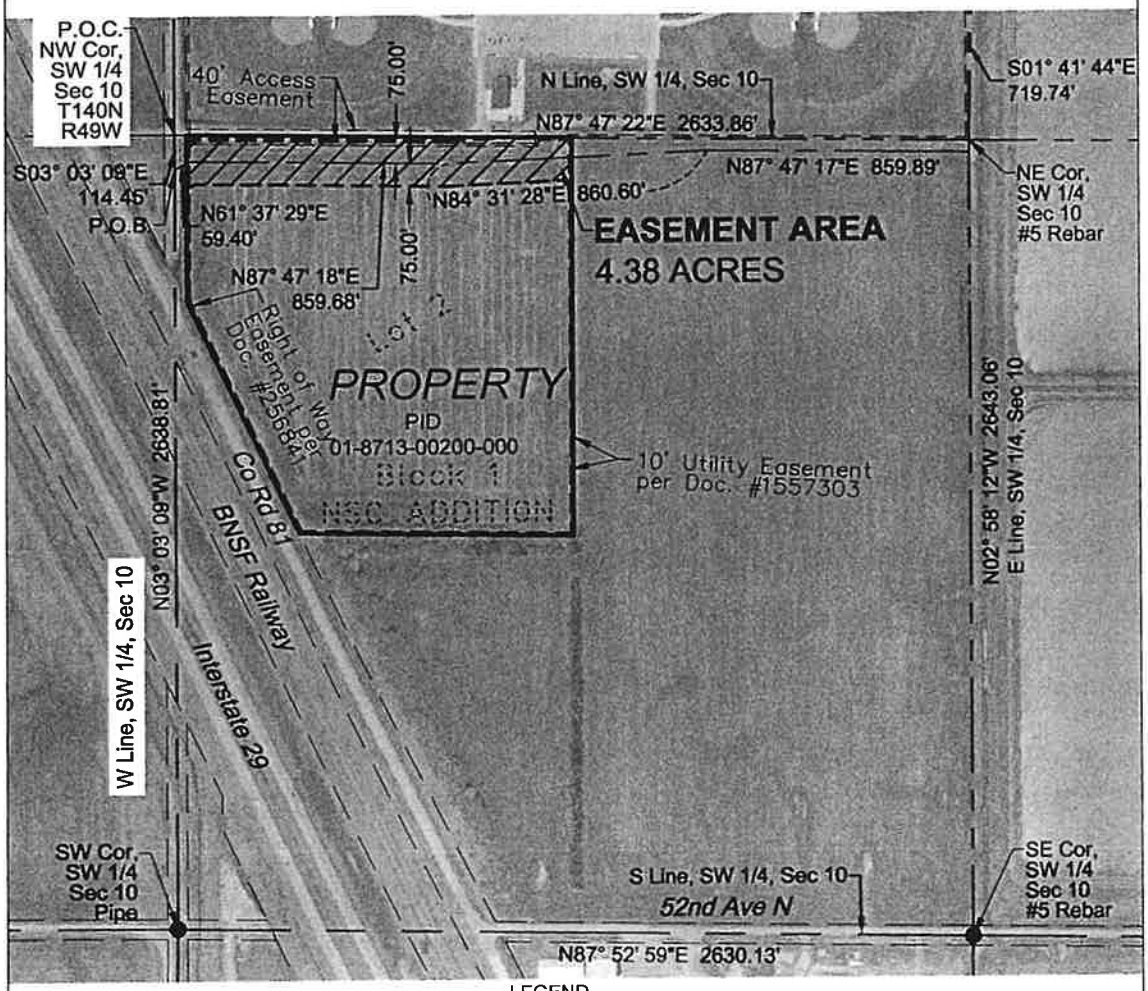
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Lot 2, Block 1, NSC ADDITION to the City of Fargo,
Cass County, North Dakota

OWNER
City of Fargo
(per Tract Search #74871 performed by Red River Title Services, Inc. dba Cass County Abstract Company)

PID
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LEGEND

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OTTER TAIL POWER COMPANY

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MAPLE RIVER TO CUYUNA
345 KV TRANSMISSION LINE PROJECT

EASEMENT PAYMENT AGREEMENT

Easement No. 108674_345_0125_E1
108674_345_0130_E1
108674_345_0145_E1
108674_345_0150_E1
County: Cass
State: North Dakota
STR: 10-140-49

OTTER TAIL POWER COMPANY, GREAT RIVER ENERGY and MINNESOTA POWER (together, ("Grantee"), hereby jointly agrees to pay, and the undersigned Grantor ("Grantor," as defined in the Easement (defined below)) hereby agrees to accept, the sum of **$ 417,240.00** as full payment for the right of an Electric Transmission Easement ("Easement") executed on the _____ day of 202_, as set forth as the "Total Payment" on the Easement Compensation Calculation attached hereto as Attachment 1.

Payment will be made to the undersigned Grantor(s) no later than 60 days from receipt of the fully and duly signed Easement signed IRS Form W-9. Said signed Easement and completed form W-9 (for each payee) were received on the _____day of _____, 20___.

Grantor, having been advised by Grantee or an agent for Grantee of the right under North Dakota Century Code Section 49-22-16.2 to receive easement payments of five thousand dollars or greater in annual installments of equal amounts, agrees: (Grantor to initial applicable payment election)

_____ The right of annual installments does not apply because the Total Payment is less than $5,000.00.

_____ Grantor elects to receive the Total Payment in a single payment to be mailed to Grantor in the amounts(s) and to the mailing address(es) indicated on Attachment 1 no later than 60 days after this agreement has been executed.

_____ Grantor elects to receive the Total Payment in _____ annual installments of equal amounts. The first annual installment will be made no later than 60 days after this agreement has been executed. The subsequent annual installments will be paid by July first of the year following execution of this agreement and all annual installments thereafter shall be paid on July first of the year due. Interest will be paid on the outstanding balance at a rate equal to the average rate paid during the year by the Bank of North Dakota on a certificate of deposit in an amount equal to the outstanding balance of the Total Payment. In the event of the sale of the real estate to which the Easement attaches, the unpaid installments shall accrue to the purchaser of the real estate. Grantor understands, acknowledges, and agrees that the annual payments set forth herein shall be made as the Grantor designates and sent to the address(es) below. Grantor is responsible for providing at least 30 days' advance written notice to Grantee of any change in such address(es). Further, Grantor agrees to provide any documents or information reasonably requested to facilitate such payments.

GRANTEE: OTTER TAIL POWER COMPANY, GREAT RIVER ENERGY, and MINNESOTA POWER

By: _____

Its: Representative

Dated: _____

GRANTOR(S):

City of Fargo

_____

Josh Boschee
Mayor

Date: _____

_____

Angie Bear
Deputy City Auditor

Date: _____

ATTACHMENT 1 TO PAYMENT AGREEMENT
Easement Compensation Calculation

14.640000	Easement Area (acres)
$28,500.00	Payment per acre of Easement Area
$417,240.00	TOTAL PAYMENT (Easement Area (acre(s) x $35,000 per acre)

*This document constitutes a settlement agreement/offer of settlement subject to N.D. R. Evid. 408.

Breakdown of payment by Grantor(s) (based on % of ownership unless otherwise indicated):

Name:_____ % of ownership: _____ $_____

Mailing Address:_____

For OTP Use Only:

Check Date:_____ Check Number:_____ Amount:_____

Name on Check:_____

Form **W-9**
(Rev. March 2024)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Go to *www.irs.gov/FormW9* for instructions and the latest information.

Give form to the requester. Do not send to the IRS.

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See *Specific Instructions* on page 3.

1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)

2 Business name/disregarded entity name, if different from above.

3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor ☐ C corporation ☐ S corporation ☐ Partnership ☐ Trust/estate

☐ LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) . . . . .

Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner.

☐ Other (see instructions)

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any)

Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any)

(Applies to accounts maintained outside the United States.)

3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions . . . . . ☐

5 Address (number, street, and apt. or suite no.). See instructions.

Requester's name and address (optional)

6 City, state, and ZIP code

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

			–			–				

or

Employer identification number

		–							

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here | **Signature of U.S. person** | **Date**

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9*.

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

REPORT OF ACTION

PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

Improvement District No. BR-23-G0

Type: Contract Amendment #6

Location: 32nd Ave S, 22nd St – University Dr

Date of Hearing: 10/5/2026

13

Routing	Date
City Commission	10/12/2026
PWPEC File	X
Project File	Eric Hodgson

The Committee reviewed the accompanying correspondence from Project Manager, Eric Hodgson, regarding Contract Amendment #6 in the amount of $49,376.00 for additional work.

Staff is recommending approval of Contract Amendment #6 in the amount of $49,376.00, bringing the total contract amount to $2,537,683.00.

On a motion by Nicole Crutchfield, seconded by Susan Thompson, the Committee voted to recommend approval of Contract Amendment #6 to Apex Engineering.

RECOMMENDED MOTION

Concur with the recommendation of PWPEC and approve Contract Amendment #6 in the amount of $49,376.00, bringing the total contract amount to $2,537,683.00 to Apex Engineering.

PROJECT FINANCING INFORMATION:

Recommended source of funding for project: WM Repl Funds & Special Assessments

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

COMMITTEE

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

ATTEST:

Tom Knakmuhs, P.E.
City Engineer

C: Kristi Olson

THE CITY OF Fargo FAR MORE

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

Memorandum

To: Members of PWPEC

From: Eric Hodgson, Civil Engineer II

Date: October 5, 2026

Subject: Improvement District No. BR-23-G0 - Amendment No. #6
32nd Avenue South from 22nd Street to University Drive

Background:

On September 6, 2022, City Commission awarded Apex Engineering a design and construction administration contract for 32nd Avenue South from 22nd Street to University Drive. Since that time, the project has been split into 2 separate projects. The first project, 22nd Street to 15th Street was constructed in 2025. The second project, 15th Street through University Drive, is being constructed in 2026.

The proposed contract amendment provided by Apex totaling $49,376, is to cover the additional construction administration needed due to the Contractor's operations. This includes, additional underground utility inspections, nighttime operations, and multiple modifications to the bypass pumping and traffic control phasing.

Attached to this memorandum, Apex Engineering has provided Contract Amendment #6, outlining the extra services.

Recommended Motion:

Approve Contract Amendment #6 in the amount of $49,376 to Apex Engineering.

EBH/klb
Attachment

Apex Engineering Group
Water | Transportation| Municipal | Facilities

701.373.7980
4733 Amber Valley Parkway
Fargo, ND 58104

Engineering Services Agreement
Amendment #6 - Project No. BR-23-G0

Project: Amendment #6 – Construction Engineering Services for BR-23-G0
32nd Ave S (22nd St to Lift Station No. 27) Reconstruction
City of Fargo Project No. BR-23-G0
Apex Project No. 22.103.0251

Client: City of Fargo (Engineering Department)
Attn: Eric Hodgson, PE – Engineering Department

Background / Description of Work:
This amendment includes additional time required by Apex Engineering Group for Construction Engineering Services between 22nd Street South and Lift Station No. 27. The contractor's means and methods dictated additional inspection time outside the original scope for staff to verify that several of their operations met contract specifications. These operations included: Underground Utility Inspection, Nighttime Inspection, and Traffic Control / By-pass Pumping Modifications.

The additional time spent providing the above referenced tasks is represented in the following:

1. Attachment #1 –Scope of Services and Summary of Hours/Fee = $49,376.00

Fee Amendment Request:
Amendment #6: Phase II = **$49,376**

Contract Terms & Conditions:
Apex Engineering Group, Inc. ("Consultant") hereby proposes, and the City of Fargo ("City") hereby authorizes, the above-described Amendment #1 and additional services described here in, including attachments, to be completed under the same Terms & Conditions of the original agreement signed by both parties and approved by the City of Fargo on September 23rd, 2022.

City of Fargo Authorization:

Signature: _____
Josh Boschee

Title: Mayor

Date: _____

Consultant:

Signature: _____
Joshua C. Olson

Title: Senior Vice President

Date: October 5, 2026

Attachment #1

Amendment Request - 6
Scope of Services and Summary of Hours / Fee
Additional Work in Phase II: Construction Engineering Services
For
32nd Avenue South Reconstruction – 22nd Street to Storm Sewer Lift Station #27
City of Fargo Project No. BR-23-G0

Apex Engineering Group, Inc.
Client: City of Fargo

PHASE II: ADDITIONAL CONSTRUCTION SERVICES

This amendment includes additional time required by Apex Engineering Group for Construction Engineering Services for Segment 3, between 15th Street South to Lift Station No. 27. The contractor's means and methods dictated additional inspection time outside the original scope for staff to verify that several of their operations met contract specifications. These operations included:

- Underground Utility Inspection: Our original estimate included 65 hours per week for inspection time. The contractor's normal means of operation included working on average 75 hours per week. The underground subcontractor was onsite and worked from April 16th to July 10th of 2026, for a total of 12 weeks.
- Nighttime Inspection: The contractor worked several overnight shifts to complete manhole coatings on the sanitary manholes. This was required to take advantage of low sewer flows and optimized the ability of the contractor to provide bypass pumping of the sanitary sewage. The contractor's operation included working from 8:00 PM to 4:00 AM or an additional 8 hours of inspection. It amounted to 10 additional night shifts to inspect and test the coatings from Apex staff.
- Traffic Control Phasing / By-Pass Pumping Modifications: At the request of the contractor the traffic control phasing for the intersections of University Drive and 15th Street South were modified to include two separate closures at each intersection. This was requested and carried out to allow the contractor the opportunity to work in the intersections four (4) separate times. Each modification required additional engineering time to review the contractors plan and verify that both the revised traffic control, and the modified by-pass pumping of the sanitary sewer would work efficiently without restricting sanitary sewer flows.

CONSTRUCTION ADMINISTRATION

Underground Utility Inspection:

- Ten (10) additional hours of inspection per week for one (1) Graduate Engineer from April 16th to July 10th, which equals approximately 12 weeks:
    - Graduate Engineer: 12 weeks x 10 hours / week x $155 = $18,600
    - **Subtotal = $18,600**

Nighttime Inspection:

- Ten (10) additional night shifts at eight (8) hours per night:

- Lead Engineer: 5 nights x 8 hours / night x $220 = $8,800
- Project Engineer: 5 nights x 8 hours / night x $169= $6,760
- **Subtotal = $15,560**

Traffic Control Phasing / By-Pass Pumping - Modifications:

- The following additional engineering hours were required to verify and optimize the suggested modifications to traffic control and by-pass pumping. In total the traffic control plan and the by-pass pumping plans were modified four (4) separate times (2 at each intersection):
  - Lead Engineer: 4 plan modifications x 5 hours / modification x $220 = $4,400
  - Project Engineer: 4 plan modifications x 16 hours / modification x $169= $10,816
  - **Subtotal = $15,216**

TOTAL FOR AMENDMENT #6 = $49,376

REPORT OF ACTION

PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

Improvement District No.: BR-29-B1
NDDOT Project No. NHU-8-081(042) PCN 24694

Type: Preliminary Engineering Reimbursement Agreement

14

Location: 10th St, NP Ave – 4th Ave N

Date of Hearing: 10/5/2026

Routing	Date
City Commission	10/12/2026
PWPEC File	X
Project File	Jeremy Gorden

The Committee reviewed the accompanying correspondence from Division Engineer, Jeremy Gorden, regarding a Preliminary Engineering Reimbursement Agreement with NDDOT for the planned reconstruction of 10th Street from NP Avenue to 4th Avenue North, which is slated for the 2029 construction season. The project is estimated at $14,500,000 and we will be responsible for approximately $6,000,000.

The agreement is standard and states to the NDDOT that we are 100% on board with this project, that we are a partner with them on this important project, but if for whatever reason the City unilaterally and voluntarily stops and terminates the project, we will reimburse the NDDOT for any and all costs that have been incurred.

Staff is recommending approval of the Preliminary Engineering Reimbursement Agreement.

On a motion by Michael Redlinger, seconded by Susan Thompson, the Committee voted to recommend approval of the Preliminary Engineering Reimbursement Agreement with the NDDOT.

RECOMMENDED MOTION
Concur with recommendations of PWPEC and approve the Preliminary Engineering Reimbursement Agreement with the NDDOT.

PROJECT FINANCING INFORMATION:
Recommended source of funding for project: Sales Tax, Utility Fees & Special Assessments

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

COMMITTEE

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

ATTEST:

Tom Knakmuhs, P.E.
City Engineer

C: Kristi Olson

THE CITY OF Fargo FAR MORE

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

Memorandum

To: Members of PWPEC

From: Jeremy M. Gorden, PE, PTOE
Division Engineer – Transportation

Date: October 1, 2026

Re: Preliminary Engineering Reimbursement Agreement with NDDOT
Project No. BR-29-B1
NDDOT Project No. NHU-8-081(042)926 PCN 24694

Background:

I have attached a "Preliminary Engineering Reimbursement Agreement" from the NDDOT for the planned reconstruction of 10th Street from NP Avenue to 4th Avenue North, which is slated for the 2029 construction season. The project is estimated at $14.5M and we will be responsible for roughly $6M of that total.

This agreement is basic in nature and what it does is state to the NDDOT that we are 100% on board with this project, that we are a partner with them on this important project, but if for whatever reason the City unilaterally and voluntarily stops and terminates the project, we will reimburse the NDDOT for any and all costs that have been incurred for the project. I don't foresee this occurring, so I'm confident that this agreement will be just a formality.

I have attached a copy of the "Preliminary Engineering Reimbursement Agreement" for review.

Recommended Motion:

Approval of the "Preliminary Engineering Reimbursement Agreement" with the NDDOT to be signed by Mayor Boschee and returned to the NDDOT.

JMG/klb
Attachment

Docusign Envelope ID: 35C2630F-251C-8B3F-8326-1F161ACA7B48

MEMO TO: Chad Orn
Deputy Director for Planning

FROM: Palo, George H.; Urban Project Manager

DATE: 09/15/2026

SUBJECT: 38261395: NHU-8-081(042)926 PCN 24694 Preliminary Engineering Reimbursement Agreement

This project is a reconstruction, with Sanitary Sewer work; on 10th Street, from NP Ave to 4th Ave N.

This agreement solidifies the City's agreement with NDDOT proceeding with the project development process. If the City decides they no longer want the project or support it, this agreement outlines their role in reimbursement to NDDOT for services.

If you have any questions, contact me at (701) 787-6539

38/ghp

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

Docusign Envelope ID: 35C2630F-251C-8B3F-8326-1F161ACA7B48

NDDOT Contract No. 38261395
Project No. NHU-8-081(042)926
PCN No. 24694

North Dakota Department of Transportation
PRELIMINARY ENGINEERING REIMBURSEMENT AGREEMENT

This agreement is between the state of North Dakota, acting by and through its Director of Transportation, hereinafter referred to as NDDOT, whose address is 608 East Boulevard Avenue, Bismarck, North Dakota 58505-0700, and Fargo, North Dakota, hereinafter referred to as the City.

WHEREAS, the City agrees that NDDOT proceed with project development activities on 10th Street from NP Ave to 4th Ave N, NHU-8-081(042)926 (PCN 24694); and;

WHEREAS, the City agrees that the project be developed in accordance with NDDOT policies and with the scope of work identified in Attachment A, attached hereto and incorporated by reference.

NOW, THEREFORE, it is agreed that NDDOT will take all necessary steps in project development to deliver an environmental document and set of design plans approved by the City, and construct the project by scheduling a bid opening at such time as funding and project completion allows.

The City agrees that should it unilaterally and voluntarily terminate this agreement by whatever means or action, it shall reimburse NDDOT for any and all costs it has incurred for engineering services under this agreement.

The City further agrees that should it request or otherwise cause a material alteration to, or a reduction of the scope of the project, it shall reimburse NDDOT for any and all costs it has incurred for engineering services under this agreement.

In the event the City fails to reimburse NDDOT, such failure shall constitute an assignment of funds, derived from the State Highway Tax Distribution Fund now or hereafter coming into the hands of the State Treasurer to the credit of the City, and that the State Treasurer is hereby directed to deliver and pay over to NDDOT all funds credited to the City until the total thereof equals the sum billed pursuant to this agreement.

Appendices A and E of the Title VI Assurances, attached, are hereby incorporated into and made a part of this agreement.

The Risk Management Appendix, attached, is hereby incorporated and made a part of this agreement.

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

APPROVED:

CITY ATTORNEY (TYPE OR PRINT)

SIGNATURE

DATE

City of

NAME (TYPE OR PRINT)

SIGNATURE

*

TITLE

DATE

ATTEST:

CITY AUDITOR (TYPE OR PRINT)

SIGNATURE

DATE

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

APPROVED as to substance by:

Derek Pfeifer

LOCAL GOVERNMENT ENGINEER (TYPE OR PRINT)

Derek Pfeifer SH

SIGNATURE

09/21/26

DATE

NORTH DAKOTA
DEPARTMENT OF TRANSPORTATION

DIRECTOR (TYPE OR PRINT)

M

SIGNATURE

DATE

*Mayor or President City Commission

CLA 17057 (Div. 38)
L.D. Approved 7-17-89; 10-23

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

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

1. Compliance with Regulations: The Contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, the Federal Highway Administration, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.

2. Non-discrimination: The Contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.

3. Solicitations for Subcontracts, Including Procurements of Materials and Equipment: In all solicitations, either by competitive bidding, or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the Contractor of the Contractor's obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.

4. Information and Reports: The Contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the Federal Highway Administration to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a Contractor is in the exclusive possession of another who fails or refuses to furnish the information, the Contractor will so certify to the Recipient or the Federal Highway Administration, as appropriate, and will set forth what efforts it has made to obtain the information.

5. Sanctions for Noncompliance: In the event of a contractor's noncompliance with the Nondiscrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:

   a. withholding payments to the Contractor under the contract until the Contractor complies; and/or
   b. cancelling, terminating, or suspending a contract, in whole or in part.

6. Incorporation of Provisions: The Contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The Contractor will take action with respect to any subcontract or procurement as the Recipient or the Federal Highway Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

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

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

Pertinent Non-Discrimination Authorities:

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

Risk Management Appendix

Routine* Service Agreements with Sovereign Entities and Political Subdivisions of the State of North Dakota:
Parties: **State** – State of North Dakota, its agencies, officers and employees
Governmental Entity – The Governmental Entity executing the attached document, its agencies, officers and employees
Governments – State and Government Entity, as defined above

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

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

1) **Commercial general liability** and **automobile liability** insurance – minimum limits of liability required of the Governmental Entity are **$500,000 per person and $2,000,000 per occurrence**. The minimum limits of liability required of the State are **$500,000 per person and $2,000,000 per occurrence.**
2) **Workers compensation** insurance meeting all statutory limits.
3) The policies and endorsements may not be canceled or modified without **thirty (30) days prior written notice** to the undersigned State representative.

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

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

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

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

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

RM Consulted 2007
Revised 6-26

NDDOT
North Dakota
Department of Transportation

Docusign Envelope ID: 35C2630F-251C-8B3F-8326-1F161ACA7B48

URBAN REGIONAL

PROJECT SCOPING WORKSHEET

Date: 12-2-24

Priority #: 2

City: Fargo

County: Cass

Street: 10th Street N – NP Avenue to 4th Avenue N

Length: 1600'

Proposed Improvement: Full street reconstruction to include also include sanitary sewer improvements.

Cost Estimate (in $1,000's)

Preliminary Engineering:	1,500
Construction Engineering:	1,000
ROW:	0
Utility Relocations:	0
Construction Cost (Participating):	7,845
Bridge Cost:	0
Non-Participating Costs:	3,370
Total:	**13,715**

Existing Road

Surface Width: 36'

Surface Type: Concrete

ADT Present: 9,093

ADT Year: 2022

On-Street Parking Situation:

Existing:	**None**	One Side	Both Sides	Angle	Parallel
Proposed:	**None**	One Side	Both Sides	Angle	Parallel

Proposed Improvements

Travel Way Width: 12' lanes

ADT Design: 12,219

Design year: 2045

No. of Lanes: 3 lanes

Docusign Envelope ID: 35C2630F-251C-8B3F-8326-1F161ACA7B48

Design Speed: 30 mph

Roadway Width: 36'

Maximum Curve: NA

Maximum Grade: NA

Min. R/W Width: 100'

Right of Way

Will Additional ROW or easement be acquired?	Yes	**No**
ROW acquisition by:	City	**NDDOT**
Has any ROW easements been acquired since 7-1-72:	**Yes**	No
ROW Condemnation by:	City	**NDDOT**
Est. No. of occupied family dwelling to be displaced?	0	
Est. No. business to be displaced?	0	

Impacts

Will there be any additional Impacts (Cultural and Environmental Resources): None anticipated

Will there be any impacts to 4(f) or 6(f) properties: No

Airports: No

Public Hearings: No

Environmental Classification (Cat-Ex, EA, EIS): Documented Cat-Ex anticipated

Transportation Enhancements: Sidewalk on both sides of street. The plan would be to complete spot repairs where needed.

Intermodal: No

Pedestrian Needs: No

Highway/Railroad Crossings: No

RR Name:

No. of Crossings:

No. of Tracks & Type of Crossing:

Daily Train Movements:

Train Speed:

Present Protection:

Proposed Protection:

Purpose and Need Statement

Docusign Envelope ID: 35C2630F-251C-8B3F-8326-1F161ACA7B48

To replace a pavement that has lived its useful life and to improve both vehicular and pedestrian safety along this important corridor in north Fargo.

Existing Conditions

When was the current street section built?

1986.

Has there been any additional maintenance to the street section?

Yes, the block from 3rd Avenue N to 4th Avenue N was overlayed with asphalt in 2009.

How many driving lanes and turning lanes does the street section currently have and what is the widths of the driving and turning lanes?

Current roadway is a 3-lane roadway. All lanes are 12' wide lanes.

If the pavement section is asphalt, is there any alligator cracking, longitudinal cracking, transverse cracking, raveling, bituminous patching or rutting?

NA

If the pavement section is concrete, are there any broken slabs, faulting, bituminous patching, joint spalling, transverse cracking, or longitudinal cracking?

The current section is concrete, and there are broken slabs, faulting, joint spalling all throughout the corridor.

Any existing geometric concerns?

No.

Are there any access points to adjoining properties that present a special concern?

No.

Are there any existing sidewalks or shared use path in place?

There are existing sidewalks on both sides of the street. We will complete spot repairs as necessary.

What is the condition of the existing storm sewer?

Good condition with minimal work anticipated.

Docusign Envelope ID: 35C2630F-251C-8B3F-8326-1F161ACA7B48

Will any additional storm sewer work need to be done along with this project?

It is unknown at this time, but will be evaluated as part of the design.

What is the condition of the city's water and sewer line?

The existing sanitary sewer line is clay tile and gunit, so it will be getting replaced with this project. The existing watermain is PVC, so no work is anticipated.

Will any work have to be done to the city's water and sewer lines along with this project?

Yes, most of the existing sewer line will be replaced.

Describe the existing lighting system currently in place? What type of standards and luminaires are currently being used?

The existing lighting was installed in 2015 and consists of 20' high decorative poles with LED fixtures. The existing lighting will not be replaced as part of the project.

What intersections currently have traffic signals? Are there any locations that have a high accident rate? Are additional turning lanes needed?

There are four traffic signals on the corridor, but the project won't include going into the intersections of NP Avenue or 4th Avenue N. The intersection of 10th Street and 1st Avenue N is a high crash rate intersection, and we are looking into ways to correct that. Lastly, we don't plan on adding turn lanes.

Remarks:

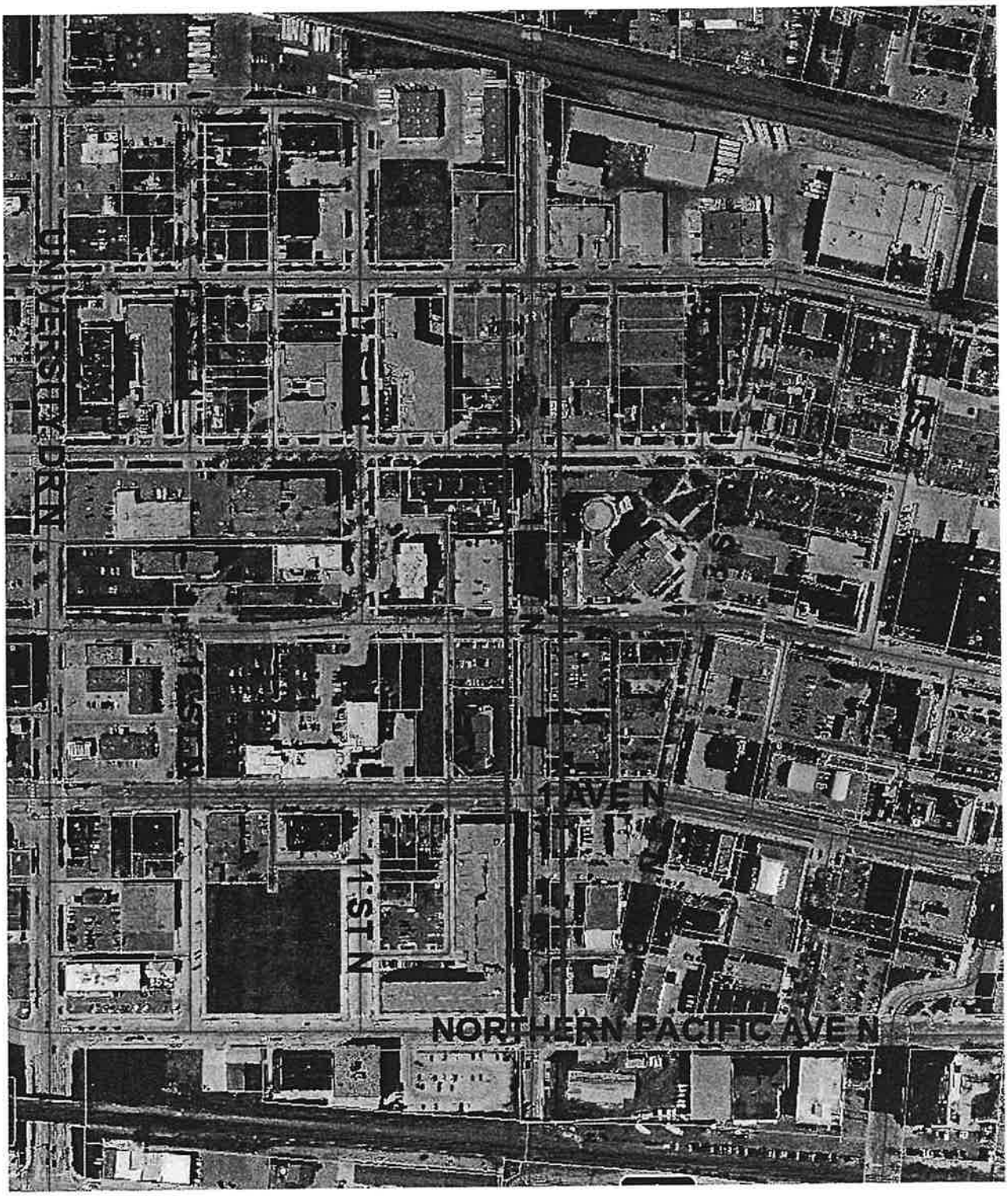
City Engineer: _____ Date: 12/12/24

District Engineer: _____ Date: 12/6/24

Note: ***Please attach a map showing location and extent of the project, detailed cost estimate, and any additional supporting documents.***

Docusign Envelope ID: 35C2630F-251C-8B3F-8326-1F161ACA7B48

Project Location Map – 10th Street – NP Avenue to 4th Avenue N



Engineer's Opinion of Cost
10th Street N from NP to 4th Avenue N
12-2-2024

Spec	Code	Item Description	Unit	Quantity	Unit Cost	2023 costs Total Cost		2029
		CONTRACT BOND	L SUM	0.7	$ 50,000.00	$ 35,000		$ 55,541
		REMOVAL OF PAVEMENT	SY	6,950.00	$ 22.00	$ 152,900		$ 242,633
		REMOVAL OF PIPE ALL TYPES AND SIZES	LF	1,415.00	$ 30.00	$ 42,450		$ 67,363
		REMOVAL OF MANHOLES	EA	12	$ 2,500.00	$ 30,000		$ 47,606
		REMOVAL OF INLETS	EA	15	$ 750.00	$ 11,250		$ 17,852
		COMMON EXCAVATION-TYPE A	CY	2,000.00	$ 20.00	$ 40,000		$ 63,475
		TOPSOIL	CY	1,400.00	$ 40.00	$ 56,000		$ 88,865
		WATER	M GAL	237	$ 18.00	$ 4,266		$ 6,770
		SEEDING CLASS III	ACRE	1	$ 7,500.00	$ 7,500		$ 11,902
		HYDRAULIC MULCH	ACRE	1	$ 7,500.00	$ 7,500		$ 11,902
		SALVAGED BASE COURSE	SY	6,950.00	$ 40.00	$ 278,000		$ 441,151
		10IN NON-REINF CONCRETE PVMT CL AE-DOWELED	SY	6,950.00	$ 110.00	$ 764,500		$ 1,213,165
		RAILING	LF	0.00	$ 150.00	$ -		$ -
		MOBILIZATION	L SUM	0.7	$ 250,000.00	$ 175,000		$ 277,703
		TRAFFIC CONTROL	L SUM	1.00	$ 100,000.00	$ 100,000		$ 158,687
		TEMPORARY CURB RAMP	EA	10	$ 1,000.00	$ 10,000		$ 15,869
		GEOSYNTHETIC MATERIAL TYPE G	SY	6,950.00	$ 4.00	$ 27,800		$ 44,115
		UNDERDRAIN PIPE PVC PERFORATED 4IN	LF	3160	$ 14.00	$ 44,240		$ 70,203
		MANHOLE 48IN	EA	8	$ 8,000.00	$ 64,000		$ 101,560
		MANHOLE 72IN	EA	3	$ 15,000.00	$ 45,000		$ 71,409
		MANHOLE 96IN	EA	1	$ 30,000.00	$ 30,000		$ 47,606
		INLET-TYPE 2	EA	10	$ 6,500.00	$ 65,000		$ 103,147
		INLET-TYPE 2 DOUBLE	EA	5	$ 9,500.00	$ 47,500		$ 75,377
		CURB & GUTTER-TYPE I	LF	3,160.00	$ 32.00	$ 101,120		$ 160,465
		SIDEWALK CONCRETE REINF	SY	1,050.00	$ 65.00	$ 68,250		$ 108,304
		DRIVEWAY CONCRETE 6IN REINFORCED	SY	1,066.00	$ 95.00	$ 101,270		$ 160,703
		DETECTABLE WARNING PANELS	SF	400	$ 75.00	$ 30,000		$ 47,606
		Signing	L SUM	1	$ 25,000.00	$ 25,000		$ 39,672
		Pavement Markings	L SUM	1	$ 300,000.00	$ 300,000		$ 476,062
		INTERIM TRAFFIC SIGNALS	EA	1	$ 50,000.00	$ 50,000		$ 79,344
		REMOVE TRAFFIC SIGNAL SYSTEM	EA	2	$ 10,000.00	$ 20,000		$ 31,737
		TRAFFIC SIGNAL SYSTEM	EA	2	$ 350,000.00	$ 700,000		$ 1,110,812
		Signal Fiber	L SUM	1	$ 50,000.00	$ 50,000		$ 79,344
		Street Lighting	L SUM	1	$ 300,000.00	$ 300,000		$ 476,062
		AUTUMN BLAZE MAPLE	EA	20	$ 500.00	$ 10,000		$ 15,869
		PIPE CONC REINF 12IN CL II-STORM DRAIN	LF	600	$ 200.00	$ 120,000		$ 190,425
		PIPE CONC REINF 15IN CL III-STORM DRAIN	LF	406.00	$ 210.00	$ 85,260		$ 135,297
		PIPE CONC REINF 18IN CL III-STORM DRAIN	LF	0	$ 165.00	$ -		$ -
		PIPE CONC REINF 24IN CL III-STORM DRAIN	LF	341	$ 250.00	$ 85,250		$ 135,281
		PIPE CONC REINF 27IN CL III-STORM DRAIN	LF	0	$ 275.00	$ -		$ -
		PIPE CONC REINF 30IN CL III-STORM DRAIN	LF	33	$ 300.00	$ 9,900		$ 15,710
		PIPE CONC REINF 36IN CL III-STORM DRAIN	LF	0	$ 350.00	$ -		$ -
		PIPE CONC REINF 48IN CL III-STORM DRAIN	LF	0	$ 500.00	$ -		$ -
		PIPE CONC REINF 54IN CL III-STORM DRAIN	LF	35	$ 750.00	$ 26,250		$ 41,655
						$ 4,120,206	Total Fed Participating	$ 6,538,249
						$ 824,041	20% Contingency	$ 1,307,650
						$ 4,944,247	Total	$ 7,845,899

Water and Sanitary Sewer - Non-Federal Aid Eligible

						Totals		
		CONTRACT BOND	L SUM	0.3	$ 50,000.00	$ 15,000		$ 23,803
		REMOVAL OF PIPE ALL TYPES AND SIZES	LF	3,450.00	$ 20.00	$ 69,000		$ 109,494
		REMOVAL OF MANHOLES	EA	8	$ 2,000.00	$ 16,000		$ 25,390
		MOBILIZATION	L SUM	0.3	$ 250,000.00	$ 75,000		$ 119,016
		MANHOLE SANITARY	EA	8	$ 7,500.00	$ 60,000		$ 95,212
		REMOVE GATE VALVE & BOX	EA	7	$ 500.00	$ 3,500		$ 5,554
		GATE VALVE & BOX 6IN	EA	2	$ 3,300.00	$ 6,600		$ 10,473
		GATE VALVE & BOX 8IN	EA	2	$ 4,800.00	$ 9,600		$ 15,234
		GATE VALVE & BOX 10IN	EA	2	$ 7,500.00	$ 15,000		$ 23,803
		GATE VALVE & BOX 16IN	EA	0	$ 17,200.00	$ -		$ -
		GATE VALVE & BOX 24IN	EA	1	$ 75,000.00	$ 75,000		$ 119,016
		HYDRANT-INSTALL 5IN	EA	8	$ 7,500.00	$ 60,000		$ 95,212
		REMOVE HYDRANT	EA	8	$ 2,000.00	$ 16,000		$ 25,390
		WATER SERVICE LINE 1IN	LF	500.00	$ 75.00	$ 37,500		$ 59,508
		TEMPORARY WATER SERVICE	L SUM	1	$ 25,000.00	$ 25,000		$ 39,672
		WATERMAIN 6IN PVC	LF	15	$ 150.00	$ 2,250		$ 3,570
		WATERMAIN 8IN PVC	LF	80.00	$ 200.00	$ 16,000		$ 25,390
		WATERMAIN 10IN PVC	LF	93	$ 225.00	$ 20,925		$ 33,205
		WATERMAIN 16IN PVC	LF	0	$ 250.00	$ -		$ -
		24IN WATERMAIN	LF	1,580.00	$ 300.00	$ 474,000		$ 752,178
		CURB STOP & BOX 1IN	EA	15	$ 2,000.00	$ 30,000		$ 47,606
		CONNECT TO EXISTING MAIN	EA	15	$ 2,000.00	$ 30,000		$ 47,606
		12IN SANITARY SEWER PIPE	LF	561.00	$ 225.00	$ 126,225		$ 200,303
		15IN SANITARY SEWER PIPE	LF	363.00	$ 250.00	$ 90,750		$ 144,009
		18IN SANITARY SEWER PIPE	LF	12.00	$ 300.00	$ 3,600		$ 5,713
		30IN SANITARY SEWER PIPE	LF	745.00	$ 400.00	$ 298,000		$ 472,889
		6IN SEWER SERVICE PIPE	LF	500	$ 150.00	$ 75,000		$ 119,016
		FITTING-DUCTILE IRON	LBS	10000	$ 12.00	$ 120,000		$ 190,425
						$ 1,769,950	Non Participating	$ 2,808,688
						$ 353,990	20% Contingency	$ 561,738
						$ 2,123,940	Total	$ 3,370,426
						$ 7,068,187	Grand Total	$ 11,216,325

$ 4,944,247	Fed Aid Eligible	$ 7,845,899
$ 4,001,379	Federal	$ 6,349,686
$ 448,443	State	$ 711,623
$ 494,425	City	$ 784,590
$ 2,123,940	NP	$ 3,370,426

docusign

Certificate Of Completion

Envelope Id: 35C2630F-251C-8B3F-8326-1F161ACA7B48
Status: Sent
Subject: Contract #38261395: NHU-8-081(042)926 PCN 24694 Preliminary Engineering Reimbursement Agreement
Contract Number: 38261395
PCN: 24694
Source Envelope:
Document Pages: 12
Signatures: 1
Certificate Pages: 4
Initials: 2
AutoNav: Enabled
EnvelopeId Stamping: Enabled
Time Zone: (UTC-06:00) Central Time (US & Canada)

Envelope Originator:
George Palo
608 E Boulevard Ave
Bismarck, ND 58505
ghpalo@nd.gov
IP Address: 165.234.92.125

Record Tracking

Status: Original
9/16/2026 9:18:39 AM
Holder: George Palo
ghpalo@nd.gov
Location: DocuSign
Security Appliance Status: Connected
Pool: StateLocal

Signer Events	Signature	Timestamp
Stacey Hanson smhanson@nd.gov Assistant Local Government Engineer Carahsoft OBO North Dakota Department of Transportation CLOUD Security Level: Email, Account Authentication (None), Authentication	SH Signature Adoption: Pre-selected Style Using IP Address: 165.234.253.12	Sent: 9/16/2026 9:25:50 AM Viewed: 9/16/2026 9:29:22 AM Signed: 9/16/2026 9:30:02 AM

Authentication Details
SMS Auth:
Transaction: b1758601-538f-416d-9d3e-4cc875822521
Result: passed
Vendor ID: TeleSign
Type: SMSAuth
Performed: 9/16/2026 9:29:16 AM
Phone: +1 701-527-8879

Electronic Record and Signature Disclosure:
Not Offered via Docusign

Derek Pfeifer ddpfeifer@nd.gov Local Gov Eng Security Level: Email, Account Authentication (None), Authentication	Derek Pfeifer Signature Adoption: Pre-selected Style Using IP Address: 165.234.253.12	Sent: 9/16/2026 9:30:06 AM Viewed: 9/21/2026 3:29:02 PM Signed: 9/21/2026 3:30:59 PM

Authentication Details
SMS Auth:
Transaction: 380989d7-7fe8-4570-aecf-95fe44a0d231
Result: passed
Vendor ID: TeleSign
Type: SMSAuth
Performed: 9/21/2026 3:28:50 PM
Phone: +1 701-471-5516

Electronic Record and Signature Disclosure:
Not Offered via Docusign

Signer Events	Signature	Timestamp
Nicole Lagasse nmlagasse@nd.gov Assistant CFO Carahsoft OBO North Dakota Department of Transportation CLOUD Security Level: Email, Account Authentication (None), Authentication	M Signature Adoption: Pre-selected Style Using IP Address: 165.234.253.12	Sent: 9/21/2026 3:31:02 PM Viewed: 9/21/2026 4:04:58 PM Signed: 9/21/2026 4:08:18 PM
Authentication Details SMS Auth: Transaction: 91827274-2072-442d-b418-addeb54cfe8e Result: passed Vendor ID: TeleSign Type: SMSAuth Performed: 9/21/2026 4:04:51 PM Phone: +1 701-954-8712		
Electronic Record and Signature Disclosure: Not Offered via Docusign		
Tom Knakmuhs TKnakmuhs@FargoND.gov Security Level: Email, Account Authentication (None)		
Electronic Record and Signature Disclosure: Not Offered via Docusign		
Security Level: Email, Account Authentication (None)		
Electronic Record and Signature Disclosure: Not Offered via Docusign		
Security Level: Email, Account Authentication (None)		
Electronic Record and Signature Disclosure: Not Offered via Docusign		
Security Level: Email, Account Authentication (None)		
Electronic Record and Signature Disclosure: Not Offered via Docusign		
George Palo ghpalo@nd.gov Security Level: Email, Account Authentication (None), Authentication		
Electronic Record and Signature Disclosure: Not Offered via Docusign		
Clint Morgenstern cdmorgenstern@nd.gov Security Level: Email, Account Authentication (None), Authentication		
Electronic Record and Signature Disclosure: Not Offered via Docusign		

Signer Events	Signature	Timestamp
Chad Orn corn@nd.gov Security Level: Email, Account Authentication (None), Authentication **Electronic Record and Signature Disclosure:** Not Offered via Docusign		

In Person Signer Events	Signature	Timestamp

Editor Delivery Events	Status	Timestamp
George Palo ghpalo@nd.gov Carahsoft OBO North Dakota Department of Transportation Security Level: Email, Account Authentication (None), Login with SSO **Electronic Record and Signature Disclosure:** Not Offered via Docusign	VIEWED Using IP Address: 165.234.252.245	Sent: 9/16/2026 9:18:54 AM Viewed: 9/16/2026 9:34:46 AM Completed: 9/16/2026 9:25:48 AM

Agent Delivery Events	Status	Timestamp
Tom Knakmuhs TKnakmuhs@FargoND.gov City Engineer Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign		Sent: 9/21/2026 4:08:21 PM Viewed: 9/22/2026 1:22:01 PM

Intermediary Delivery Events	Status	Timestamp

Certified Delivery Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp
DOT Legal Admin dotlegaladmin@nd.gov Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign		
Legal Admin dotlegaladmin@nd.gov Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign		

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	9/16/2026 9:18:54 AM
Envelope Updated	Security Checked	9/16/2026 9:25:48 AM
Envelope Updated	Security Checked	9/16/2026 9:25:48 AM
Envelope Updated	Security Checked	9/16/2026 9:25:49 AM
Envelope Updated	Security Checked	9/16/2026 9:25:49 AM
Envelope Updated	Security Checked	9/16/2026 9:25:49 AM

Envelope Summary Events	Status	Timestamps
Envelope Updated	Security Checked	9/16/2026 9:25:49 AM
Envelope Updated	Security Checked	9/16/2026 9:25:49 AM
Envelope Updated	Security Checked	9/16/2026 9:25:49 AM

Payment Events	Status	Timestamps

REPORT OF ACTION

PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

15

Improvement District No. PN-26-A1 Type: Change Order #2

Location: Citywide Date of Hearing: 10/5/2026

Routing	Date
City Commission	10/12/2026
PWPEC File	X
Project File	Jason Hoogland

The Committee reviewed a communication from Senior Project Manager, Jason Hoogland, regarding Change Order #2 in the amount of $11,409.97 for additional work.

Staff is recommending approval of Change Order #2 in the amount of $11,409.97, bringing the total contract amount to $3,016,245.17.

On a motion by Nicole Crutchfield, seconded by Susan Thompson, the Committee voted to recommend approval of Change Order #2 to Border States Paving.

RECOMMENDED MOTION
Concur with the recommendations of PWPEC and approve Change Order #2 in the amount of $11,409.97, bringing the total contract amount to $3,016,245.17 to Border States Paving.

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

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

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

TKnakmuhs

Tom Knakmuhs, P.E.
City Engineer

ATTEST:

C: Kristi Olson

THE CITY OF Fargo FAR MORE

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

Memorandum

To: Members of PWPEC

From: Jason Hoogland, Senior Project Manager

Date: October 5th, 2026

Re: Improvement District No. PN-26-A1 – Change Order #2

Background:

Improvement District No. PN-26-A1 is an asphalt wear course project that provides the final lift of pavement following the initial installation of underground utilities and the roadway section. During the original construction, utility trenches are backfilled with virgin materials. Due to the nature of the native clay soils in Fargo, settlement occurs over time as these materials consolidate. This project corrects those settlements and places the final asphalt wear course on recently constructed streets throughout the City.

The project consists of work in six separate areas across the City of Fargo. Border States Paving is the Prime Contractor.

Change Order No. 2 is for changes to the project as follows:

Section 2 – Replace the existing standard curb at the ends of the median on 49th Avenue South east of 42nd Street South with a slopped median nose. The existing standard curb created a potential for snowplows to strike the curb while clearing snow, which could result in damage to the curb. The sloped nose design allows the snowplow to ride up and over the end of the median rather than striking the vertical face of the standard curb. This modification will help reduce damage to the curb and improve snow removal operations in the area. Cost $6,074.97

Section 4 – Replace the top section on 2 gate valve boxes that had broken over time. Cost $605.00

Section 6 – Landscape boulevard on west side of Eagle Pointe Drive South between 75th Avenue South and 76th Avenue South. We were asked to put in sidewalk along the west side of Eagle Pointe Drive South from 75th Avenue South to 76th Avenue South. This is along the side yard of a house and the existing house is constructed with an established yard. In efforts to tie into the existing yard, it was decided to put in the sidewalk a little higher then typical to match the existing yard so that we didn't have to landscape a private property. This in return caused us to have to add topsoil to the boulevard so it drained properly. Cost $4,730.00

Change Order No. 2 increases the contract by $11,409.97. The original contract amount was $2,852,633.90, this change order, plus Change Order #1, has a revised contract total of $3,016,245.17. Funding for this project is provided entirely through special assessments.

The contract increases for each section are expected to have only a minimal impact on the estimated special assessments previously mailed to the affected property owners.

Recommended Motion:

Staff recommends approval of Change Order No. 2 for Improvement District No. PN-26-A1 in the amount of $11,409.97.

JMH/klb
Attachments

THE CITY OF Fargo FAR MORE

CHANGE ORDER REPORT
ASPHALT WEAR COURSE
IMPROVEMENT DISTRICT NO. PN-26-A1
SETER PKWY S, COTTAGEWOOD, THE PINES, PRAIRIE FARMS, MADELYN'S MEADOWS, & EAGLE POINTE

Change Order No 2 **Change Order Date** 9/11/2026

Contractor Border States Paving Inc

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

EXPLANATION OF CHANGE Change Order # 2

Section 2 - concrete median nose

Section 4 - replace top section of gate valve box. (special bid item A)

Section 6 - Import topsoil

Section	Line No	Item Description	Unit	Orig Cont Qty	Prev C/O Qty	Prev Cont Qty	Curr C/O Qty	Tot Cont Qty	Unit Price ($)	C/O Ext Price ($)
Change Order 2	112	Topsoil - Spread	LS	0		0	1	1	$4,730.00	$4,730.00
	113	F&I Median Nose Conc	SY	0		0	26.94	26.94	$225.50	$6,074.97
	114	Special Bid Item A	LS	0		0	1	1	$605.00	$605.00
								Change Order 2 Sub Total		**$11,409.97**

Summary

Source Of Funding	special assessments
Net Amount Change Order # 2 ($)	$11,409.97
Previous Change Orders ($)	$152,201.30
Original Contract Amount ($)	$2,852,633.90
Total Contract Amount ($)	$3,016,245.17

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

APPROVED	Matt Ketterling	APPROVED DATE	
For Contractor	Matt Ketterling	Department Head	
Title	Project Manager	Mayor	
		Attest	

BORDER STATES PAVING INC.

Change Order

Date: 6/29/2026

4101 32nd St. N
Fargo, ND 58108-2586
Phone: 701-237-4860 Fax: 701-237-0233
www.borderstatespaving.com

Change Order For:
PN-26-A1

Prepared By: Matt Ketterling
Office:701-551-7232 Cell:701-960-0892
Email: mketterling@borderstatespaving.com

Description	Unit	Quantity	Unit Price	Item Price
Section 2 - Concrete Median Nose	SY	26.94	$205.00	$5,522.70
Section 4 - Replace/Adjust Valve Box Riser	EA	2.00	$275.00	$550.00
Prime Contractor Markup			10.00%	$607.27

Project Notes:

Total: $6,679.97

Respectfully Submitted,

Matt Ketterling
Estimator/Project Manager

OPP CONSTRUCTION

P.O. Box 2871
Fargo, ND 58108-2871
Business - 701.281.1212
Fax - 701.277.8005

Change Order Proposal

Date: 6/26/2026

Re: **Asphalt Wear Course PN-26-A1**
City of Fargo, ND

Opp Construction proposes the following prices on the aforementioned project.

Item No.	Description	Quantity	Unit	Unit Price	Total
	Section 2				
1A	Concrete Median Nose	26.94	SY	205.00	5,522.70
	Section 4				
2A	Replace/Adjust Valve Box Riser	2.00	EA	275.00	550.00
				TOTAL	**6,072.70**

Respectfully Submitted,

L. Strum

Lance Strum
Sr. Project Manager
Opp Construction

The above prices, specifications and conditions are satisfactory and are hereby accepted you are authorized to do the work as specified. Payment will be made as outlined above.

Signature Date of Acceptance

BORDER-STATES PAVING INC.

Change Order

Date: 8/20/2026

4101 32nd St. N
Fargo, ND 58108-2586
Phone: 701-237-4860 Fax: 701-237-0233
www.borderstatespaving.com

Change Order For:
PN-26-A1
Section 6 Topsoil

Prepared By: Matt Ketterling
Office:701-551-7232 Cell:701-960-0892
Email: mketterling@borderstatespaving.com

Description	Unit	Quantity	Unit Price	Item Price
Section 6 - Topsoil - S&S Landscaping	LS	1.00	$2,800.00	$2,800.00
Section 6 - Topsoil - Opp Construction	LS	1.00	$1,500.00	$1,500.00
Prime Contractor Markup			10.00%	$430.00

Project Notes:

Total: **$4,730.00**

Respectfully Submitted,

Matt Ketterling

Estimator/Project Manager

REPORT OF ACTION

PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

Improvement District No. BR-26-C1

Type: Change Order #1 & Time Extension

16

Location: 10th Ave S; 6th – 7th St, 11th Ave S; 7th – 8th St, 12th Ave S; 6th – 7th St, 7th St S; 10th -13th Ave

Date of Hearing: 10/5/2026

Routing	Date
City Commission	10/12/2026
PWPEC File	X
Project File	Will Bayuk

The Committee reviewed the accompanying correspondence from Project Manager, Will Bayuk, related to Change Order #1 in the amount of $16,127.11, for additional work, as well as a 5-day time extension to the Phase 3, Substantial and Final Completion Dates extending them to October 14, 2026 and November 13, 2026, respectively.

Staff is recommending approval of Change Order #1 in the amount of $16,127.11, which increases the total contract amount to $2,801,642.94, and the time extensions as described above.

On a motion by Nicole Crutchfield, seconded by Susan Thompson, the Committee voted to recommend approval of Change Order #1 and the associated time extensions to Dakota Underground.

RECOMMENDED MOTION

Concur with the recommendations of PWPEC and approve Change Order #1 in the amount of $16,127.11, bringing the total contract amount to $2,801,642.94, as well a 5-day time extension to the Phase 3, Substantial and Final Completion Dates extending them to October 14, 2026 and November 13, 2026, respectively, to Dakota Underground.

PROJECT FINANCING INFORMATION:

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

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

COMMITTEE

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

ATTEST:

Tom Knakmuhs, P.E.
City Engineer

C: Kristi Olson

THE CITY OF Fargo FAR MORE

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

Memorandum

To: Members of PWPEC

From: Will Bayuk, PE, Project Manager

Date: September 30, 2026

Re: Improvement District No. BR-26-C1 - Change Order #1 & Time Extension

---

Background:

Improvement District No. BR-26-C1 is for the replacement of the water main, sanitary sewer services, storm inlet leads, concrete curb & gutter, asphalt pavement and sidewalk repairs.

Dakota Underground is the Prime Contractor on this project.

Details of Change Order:

There are three separate items included in this change order as outlined below:

1. This Change Order Item is for removing and replacing the water service to 1014 7th Street South. Dakota Underground installed the water service as per our plans. After turning on the City water system the homeowner noted they didn't have any water to their house. Further investigation revealed the City as-built records were incorrect. Dakota conducted exploratory digging to find the correct water service line. They then removed the newly installed water service and curb stop, and connected to the correct water service line. All cost associated with this work is $4,780.11 to be paid under "Rem & Repl CS & Box 1" Dia."

2. This Change Order Item is for removing and replacing two sections of Curb and Gutter. After installation of Curb and Gutter, while setting up sidewalk forms, it was found there were two areas where water would not drain to the street from the front yard of homes. Dakota Underground removed the standard height Curb and Gutter in the two areas, then replaced the Curb and Gutter with knock downs to allow water to drain properly. All cost associated with this work is $3,472.00 to be paid under bid item "Rem & Repl Curb & Gutter."

3. This Change Order Item is for removing and replacing part of the concrete return on 7th Street South at 13th Avenue South. A redesign was needed due to draining issues in the boulevards. The redesign required Dakota Underground to remove the existing concrete return, and replace it at a proper transition elevation between 7th Street South and 13th Avenue South. All cost associated with this work is $3,472.00 to be paid under bid item "Rem & Repl Pavement 9" Thick Reinf Conc." Additionally, Dakota Underground is requesting a time extension of 5 calendar days for the work on this item.

We have reviewed the submittal and agree the unit pricing is appropriate for performing the work.

The additional cost will be paid from Infrastructure Sales Tax Funds.

Recommended Motion:

Approve Change Order No. 1 in the amount of **$16,127.11** to Dakota Underground. Approve a time extension of 5 calendar days to Phase 3 (moving the Phase 3 Completion Date from 10/9/26 to 10/14/26, moving the Substantial Completion Date of 10/10/26 to 10/14/26 and moving the Final Completion Date from 11/9/26 to 11/13/26).

WRB/klb
Attachment

THE CITY OF Fargo FAR MORE

CHANGE ORDER REPORT

PAVING AND UTILITY REHAB/RECONSTRUCTION

IMPROVEMENT DISTRICT NO. BR-26-C1

10TH AVENUE SOUTH FROM 6TH STREET TO 7TH STREET, 11TH AVENUE SOUTH FROM 7TH STREET TO 8TH STREET, 12TH AVENUE SOUTH FROM 6TH STREET TO 7TH STREET, AND 7TH STREET SOUTH FROM 10TH AVENUE TO 13TH AVENUE.

Change Order No 1 **Change Order Date** 9/29/2026

Contractor Dakota Underground Co Inc

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

EXPLANATION OF CHANGE Change Order # 1

1) Remove and Replace Water Service
2) Remove and Replace Curb and Gutter
3) Remove and Replace Concrete Return

Section	Line No	Item Description	Unit	Orig Cont Qty	Prev C/O Qty	Prev Cont Qty	Curr C/O Qty	Tot Cont Qty	Unit Price ($)	C/O Ext Price ($)
Change Order 1	15	Rem & Repl CS & Box 1" Dia	EA	0		0	1	1	$4,780.11	$4,780.11
	16	Rem & Repl Curb & Gutter	LF	0		0	16	16	$217.00	$3,472.00
	17	Rem & Repl Pavement 9" Thick Reinf Conc	SY	0		0	35	35	$225.00	$7,875.00
								Change Order 1 Sub Total		**$16,127.11**

Summary

Source Of Funding	Waste Water Utility Funds, Water Utility Funds, Storm Utility Funds, Traffic/Street Light Utility Funds, Street Sales Tax Funds, and Special Assessments
Net Amount Change Order # 1 ($)	$16,127.11
Previous Change Orders ($)	$0.00
Original Contract Amount ($)	$2,785,515.83
Total Contract Amount ($)	$2,801,642.94

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

CONTRACT DATES

Current Substantial Completion Date

10/10/2026

Additional Days Substantial Completion

4

New Substantial Completion Date

10/14/2026

Current Final Completion Date

11/9/2026

Additional Days Final Completion

4

New Final Completion Date

11/13/2026

Interim Completion Dates

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

REPORT OF ACTION

PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

Improvement District No. UR-26-F1

Type: Change Order #1 & Time Extension

Location: Various Areas Citywide

Date of Hearing: 10/5/2026

17

Routing	Date
City Commission	10/12/2026
PWPEC File	X
Project File	Shane Geraghty

The Committee reviewed the accompanying correspondence from Project Manager, Shane Geraghty, related to Change Order #1 in the amount of $162,465.00, for additional work, as well as a 23-day time extension to the Substantial and Final Completion Dates extending them to November 23, 2026 and December 23, 2026, respectively.

Staff is recommending approval of Change Order #1 in the amount of $162,465.00, which increases the total contract amount to $2,377,253.00, and the time extensions as described above.

On a motion by Nicole Crutchfield, seconded by Susan Thompson, the Committee voted to recommend approval of Change Order #1 and the associated time extensions to CC Steel.

RECOMMENDED MOTION

Concur with the recommendations of PWPEC and approve Change Order #1 in the amount of $162,465.00, bringing the total contract amount to $2,377,253.00, as well as the 23-day time extension to the Substantial and Final Completion Dates extending them to November 23, 2026 and December 23, 2026, respectively, to CC Steel.

PROJECT FINANCING INFORMATION:

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

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

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

ATTEST:

Tom Knakmuhs, P.E.
City Engineer

C: Kristi Olson

THE CITY OF
Fargo
FAR MORE

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

Memorandum

To: Members of PWPEC

From: Shane Geraghty PE, Project Manager

Date: October 5, 2026

Re: Improvement District No. UR-26-F1 – Change Order #1 & Time Extension

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Background:

Improvement District No. UR-26-F1 is a sewer lining project which includes sanitary sewer mains, sanitary sewer services and storm sewer. The sewer lining addresses deficiencies in the existing sewer systems by inserting a cured-in-place pipe (CIPP) into the existing pipes without the need for excavation of the roadways. The project includes a contingency for locations which may require open cut spot repairs before the sewer lining can be completed.

The project includes three different areas; Area #1 is from 26th Ave N to Forest Ave N between Broadway and 3rd St N, Area #2 is between 16th Ave S and 14th Ave S from 12th St S to 11th St S and Area #3 is from 18th Ave S to 13th Ave S between 20th St S and 13 ½ St S.

CC Steel is the Prime Contractor for this project.

During pre-lining inspections, the Contractor identified nine locations in Area #2 with sewer service offsets or collapsed services that require spot repair excavation to replace the service wye. Based on pre-design televising videos completed in 2015, three spot repairs were estimated to be required. However, additional deterioration has occurred since the videos were completed. Therefore, this change order includes an additional six spot repairs, to be paid on a per-each basis at the contract bid price of $25,600 per repair, for a total cost of $153,600. This additional work will require 9 additional days to the Substantial and Final Completion Dates.

Near a manhole in Area #2, a broken pipe was discovered that would generally require a full spot repair. However, due to the pipe's proximity to the manhole, the Contractor provided a cost-saving alternative that allows the spot repair to be completed from the manhole without excavating the street. The cost of this pipe repair is $3,500.

In Area #2, the existing street pavement is concrete. The plans and specifications indicated that the pavement would be asphalt pavement. Therefore, the cost of the asphalt pavement included in the contract bid price will be prorated and deducted from the cost of the concrete pavement replacement. An additional 37 SY of "Remove and Replace Pavement – 6" Thick Reinforced Concrete" at an upcharge cost of $145/SY is included in this change order. The total additional cost for the concrete pavement is $5,365.

In addition to the time required for the spot repairs, the Contractor will experience delays to the sanitary sewer lining process because the lining could not be completed while the pipe excavation repairs were being performed. Therefore, the contract will be extended an additional 14 days to the Substantial and Final Completion Dates. The original Substantial Completion Date was October 31, 2026, and will be modified to November 23, 2026. The original Final Completion Date was November 30, 2026, and will be modified to December 23, 2026.

This project is funded through Special Assessments capped, Wastewater Utility Funds and Stormwater Utility Funds and this change order will be paid with Wastewater Utility Funds.

Recommended Motion:

Approve Change Order #1 in the amount of $162,465 and the 23-day time extension to the Substantial and Final Completion Dates.

STG/klb
Attachment

THE CITY OF Fargo FAR MORE

CHANGE ORDER REPORT

SANITARY SEWER AND STORM SEWER LINING

IMPROVEMENT DISTRICT NO. UR-26-F1

25TH AVENUE NORTH THROUGH FOREST AVENUE NORTH AND BROADWAY THROUGH 2ND STREET NORTH; 16TH AVENUE SOUTH THROUGH 14TH AVENUE SOUTH AND SOUTH UNIVERSITY DRIVE THROUGH 11TH STREET SOUTH; 18TH AVENUE SOUTH THROUGH 14TH AVENUE SOUTH AND 20TH STREET SOUTH THROUGH 14TH STREET SOUTH

Change Order No 1 **Change Order Date** 8/17/2026

Contractor CC Steel, LLC

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

EXPLANATION OF CHANGE Change Order # 1

After pre-televising work was completed by the contractor, more spot repair locations were discovered that we initially estimated. This change order adds additional quantity for spot repairs. A broken pipe near one manhole requires a spot repair, however as a cost savings alternative, the contractor proposed a pipe repair that could be completed from the manhole. Additional compensation is provided for concrete paving instead of the specified asphalt paving for area 2.

Section	Line No	Item Description	Unit	Orig Cont Qty	Prev C/O Qty	Prev Cont Qty	Curr C/O Qty	Tot Cont Qty	Unit Price ($)	C/O Ext Price ($)
Change Order 1	13	Repair Pipe 8" Dia	EA	0		0	1	1	$3,500.00	$3,500.00
	14	Rem & Repl Pavement 6" Thick Reinf Conc	SY	0		0	37	37	$145.00	$5,365.00
								Change Order 1 Sub Total		**$8,865.00**
Area 2 - Sanitary Sewer	16	Spot Repair Pipe w/GB - PVMT	EA	1		1	6	7	$25,600.00	$153,600.00
								Area 2 -Sanitary Sewer Sub Total		**$153,600.00**

Summary

Source Of Funding	Special Assessments, Utility Fund - Wastewater
Net Amount Change Order # 1 ($)	$162,465.00
Previous Change Orders ($)	$0.00
Original Contract Amount ($)	$2,214,788.00
Total Contract Amount ($)	$2,377,253.00

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

CONTRACT DATES

Current Substantial Completion Date

10/31/2026

Additional Days Substantial Completion

23

New Substantial Completion Date

11/23/2026

Current Final Completion Date

11/30/2026

Additional Days Final Completion

23

New Final Completion Date

12/23/2026

Interim Completion Dates

APPROVED
For Contractor
Title

Michele Fancy 10/2/26
Michele Fancy, Project Controller

APPROVED DATE
Department Head
Mayor
Attest

THE CITY OF Fargo FAR MORE

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

October 12, 2026

18

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

Re: Recommend Award to Low Bidder
Main Avenue from 25th Street to University Drive
City of Fargo Improvement District No. BR-23-A3
NDDOT Project No. NHU-CRP-CPU-8-010(046)938
PCN 23199

Dear Commissioners:

Bids were opened by the NDDOT on Friday, September 25, 2026, for the Main Avenue Reconstruction from 25th Street to University Drive in Fargo.

The bids were as follows:

Meyer Contracting Inc.	$ 23,569,476.65
Park Construction Company	$ 25,510,336.32
KPH Inc.	$ 27,781,767.95
Ames Construction Inc.	$ 31,655,494.68
Border States Paving	$ 37,969,999.00
Northern Improvement Company	$ 40,393,679.95
Dakota Underground Company	$ 49,978,824.33
Engineer's Estimate	$ 35,881,881.75

Recommended Motion
Concur with the low bid and recommend the NDDOT award the low bid to Meyer Contracting Inc. in the amount of $ 23,569,476.65 as the best bid.

Sincerely,

Tom Knakmuhs, P.E.
City Engineer

Attachments
- NDDOT Notice of Bids

THE CITY OF Fargo FAR MORE

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

ENGINEER'S STATEMENT OF ESTIMATED COST

PAVING AND UTILITY REHAB/RECONSTRUCTION

IMPROVEMENT DISTRICT NO. BR-23-A3

NHU-CRP-CPU-8-010(046)938
PCN-23199

Main Avenue from 25th Street to University Drive

Summary of low bid by Meyer Contracting Inc. of Maple Grove, MN: $23,569,476.65

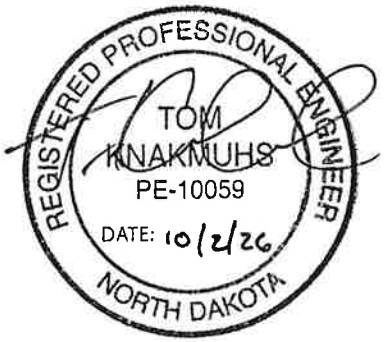
Paving:	$ 13,984,207.41
Amount Federally Funded	$ 11,317,419.05
Amount State Funded	$ 1,268,367.61
Amount Locally Funded	$ 1,398,420.74
Plus 4% Administration Fee:	$ 55,936.83
Plus 3% Legal Fee:	$ 41,952.62
Plus 4% Interest Fee:	$ 55,936.83
Plus 5% Contingency:	$ 69,921.04
Total Estimated Cost:	$ 1,622,168.06
Special Assessments	$ 1,622,168.06
Sales Tax	$

Paving (100% Local):	$ 996,998.49
Amount Federally Funded	$
Amount State Funded	$
Amount Locally Funded	$ 996,998.49
Plus 4% Administration Fee:	$ 39,879.94
Plus 3% Legal Fee:	$ 29,909.95
Plus 4% Interest Fee:	$ 39,879.94
Plus 5% Contingency:	$ 49,849.92
Total Estimated Cost:	**$ 1,156,518.25**
Special Assessments	$ 1,156,518.25
Sales Tax	$

Storm Sewer		$ 4,290,798.64
Amount Federally Funded		$ 3,116,836.13
Amount State Funded		$ 349,271.01
Amount Locally Funded		$ 824,691.50
Plus 4% Administration Fee:		$ 32,987.66
Plus 3% Legal Fee:		$ 24,740.74
Plus 4% Interest Fee:		$ 32,987.66
Plus 5% Contingency:		$ 41,234.57
Total Estimated Cost:		**$ 956,642.14**
Special Assessments - Capacity Expansion		$
Special Assessments - Remaining Paving Cap		$ 772,775.52
Storm Utility		$ 183,866.62
Prairie Dog		
Sanitary Sewer		$ 2,020,188.70
Amount Federally Funded		$
Amount State Funded		$
Amount Locally Funded		$ 2,020,188.70
Plus 4% Administration Fee:		$ 80,807.55
Plus 3% Legal Fee:		$ 60,605.66
Plus 4% Interest Fee:		$ 80,807.55
Plus 5% Contingency:		$ 101,009.44
Total Estimated Cost:		**$ 2,343,418.89**
Special Assessments - Local Cap		$ 345,764.76
Waste Water Utility		$ 1,997,654.13
Prairie Dog		$
Water Main		$ 2,277,283.42
Amount Federally Funded		$
Amount State Funded		$
Amount Locally Funded		$ 2,277,283.42
Plus 4% Administration Fee:		$ 91,091.34
Plus 3% Legal Fee:		$ 68,318.50
Plus 4% Interest Fee:		$ 91,091.34
Plus 5% Contingency:		$ 113,864.17
Total Estimated Cost:		**$ 2,641,648.77**
Special Assessments - Local Cap		$ 351,662.90
Water Utility		$ 2,289,985.87
Prairie Dog		$

Miscellaneous Costs		
NDDOT 10% Engineering & Contingency:		$ 2,356,947.67
NDDOT Preliminary Engineering:		$ 4,245,480.00
Outside Engineering (Design):		$ 375,989.00
Outside Engineering (Inspect):		$ 350,000.00
Right-of-Way:		$ 1,250,000.00
Total Miscellaneous Costs:		**$ 8,578,416.67**
Federal Funds		$ 5,890,917.48
State Funds		$ 660,203.90
Special Assessments		$ 710,540.85
Traffic Utility		$
Storm Utility		$
Waste Water Utility		$ 595,877.22
Water Utility		$ 595,877.22
Prairie Dog		$
Sales Tax		$ 125,000.00
Project Funding Summary		
Federal Funds	60.94%	$ 20,325,172.66
State Funds	6.83%	$ 2,277,842.52
Special Assessments	14.87%	$ 4,959,430.34
Traffic Signal/Street Light Utility	0.00%	$
Storm Utility	0.55%	$ 183,866.62
Waste Water Utility	7.78%	$ 2,593,531.35
Water Utility	8.65%	$ 2,885,863.08
Sales Tax	0.37%	$ 125,000.00
Prairie Dog	0.00%	$
Total Estimated Project Cost		**$ 33,350,706.58**

We believe this project to be cost effective.



Thomas Knakmuhs, P.E.
City Engineer

COVER SHEET
CITY OF FARGO PROJECTS

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

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

Paving and Utility Rehab/Reconstruction

19

Improvement District No. BR-27-C

Call For Bids	October 12	, 2026
Advertise Dates	October 21 & 28	, 2026
Bid Opening Date	November 18	, 2026
Substantial Completion Date	October 2	, 2027
Final Completion Date	November 1	, 2027

N/A	PWPEC Report (Part of 2027 CIP)
X	Engineer's Report (Attach Copy)
X	Direct City Auditor to Advertise for Bids
X	Bid Quantities (Attach Copy for Auditor's Office Only)
X	Notice to Property Owners (Special Assessments)
N/A	Supplemental Funding Language Included

Project Engineer Aaron Edgar

Phone No. (701) 241-1545

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

X	Create District (Attach Copy of Legal Description)
X	Order & 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

RESOLUTIONS PERTAINING TO IMPROVEMENT DISTRICT NO. BR-27-C

PAVING AND UTILITY REHAB/RECONSTRUCTION

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

That the Board of City Commissioners deems it expedient that Improvement District No. BR-27-C (Paving and Utility Rehab/Reconstruction) in the City of Fargo, North Dakota, be created in accordance with North Dakota Century Code, Section 40-22-08 and the location and comprising included with the Engineer's Report,

NOW THEREFORE BE IT RESOLVED, the Improvement District BR-27-C in the City of Fargo, North Dakota, be and the same is hereby created.

That, pursuant to North Dakota Century Code, Section 40-22-10, the Board of City Commissioners has directed the City Engineer to report as to the general nature, purpose and feasibility relative to the construction of Improvement District No. BR-27-C in the City of Fargo, North Dakota; as well as an estimate of the approximate cost of said construction,

That, pursuant to North Dakota Century Code, Section 40-22-11, the Board of City Commissioners has directed the City Engineer to prepare Plans and Specifications for the construction of Improvement District No. BR-27-C in the City of Fargo, North Dakota

WHEREAS, The Board of City Commissioners of the City of Fargo, North Dakota, has created Improvement District No. BR-27-C in the City of Fargo, North Dakota, as required by law; and

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

NOW THEREFORE BE IT RESOLVED, That the Plans and Specifications and Engineer's Report for the construction of Improvement District No. BR-27-C in the City of Fargo North Dakota, be and the same are hereby approved and ordered filed in the Office of the Auditor.

C E R T I F I C A T E

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

I, Susan Thompson, the duly appointed, qualified and acting City Auditor of the City of Fargo, North Dakota do hereby certify that the foregoing is a full, true and correct copy of the resolution adopted by the Board of City Commissioners of the City of Fargo at the Regular Meeting of the Board held on Monday, October 12th, 2026.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the Seal of the City of Fargo, North Dakota, this 7th day of October, 2026.

_____

Susan Thompson
City Auditor

(SEAL)

THE CITY OF Fargo FAR MORE

ENGINEER'S REPORT
PAVING AND UTILITY REHAB/RECONSTRUCTION
IMPROVEMENT DISTRICT NO. BR-27-C
1ST STREET NORTH FROM 7TH AVENUE TO 11TH AVENUE AND ON 8TH AVENUE NORTH FROM 1ST STREET TO OAK STREET

Nature & Scope

This project is for the replacement of the sanitary sewer services, water main, storm sewer, concrete curb & gutter, asphalt pavement, sidewalks, and driveways.

Purpose

The existing cast iron water main, which is over 90 years old, will be replaced with PVC pipe to prevent future breaks. As part of the project, water main services will be replaced from the main to the curb stops. Although the sanitary sewer main is in good condition, the services will be replaced from the main to behind the curb to avoid potential sanitary sewer breaks under the new pavement. Due to the existing street condition and the planned utility replacements, complete pavement reconstruction will be required. This reconstruction will include new curb and gutter, concrete driveway aprons, sidewalks, and asphalt pavement. The storm sewer will also be upgraded as part of the roadway reconstruction. The project will be funded by a combination of City Funds 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 $3,554,884.00. The cost breakdown is as follows:

Sanitary Sewer

Construction Cost		$658,500.00
Fees		
Admin	4%	$26,340.00
Contingency	5%	$32,925.00
Engineering	10%	$65,850.00
Interest	4%	$26,340.00
Legal	3%	$19,755.00
Total Estimated Cost		**$829,710.00**
Funding		
Utility Funds - Wastewater - 521	100.00%	$829,710.00

Water Main

Construction Cost		$1,072,395.00
Fees		
Admin	4%	$42,895.80
Contingency	5%	$53,619.75
Engineering	10%	$107,239.50
Interest	4%	$42,895.80
Legal	3%	$32,171.85
Total Estimated Cost		**$1,351,217.70**
Funding		
Special Assessments	12.22%	$165,094.16
Utility Funds - Water - 501	87.78%	$1,186,123.54

Storm Sewer

Construction Cost		$460,595.00
Fees		
Admin	4%	$18,423.80
Contingency	5%	$23,029.75
Engineering	10%	$46,059.50
Interest	4%	$18,423.80
Legal	3%	$13,817.85
Total Estimated Cost		**$580,349.70**
Funding		
Special Assessments	50.00%	$290,174.85
Utility Funds - Stormwater - 524	50.00%	$290,174.85

Paving

Construction Cost		$1,358,610.00
Fees		
Admin	4%	$54,344.40
Contingency	5%	$67,930.50
Engineering	10%	$135,861.00
Interest	4%	$54,344.40
Legal	3%	$40,758.30
Total Estimated Cost		**$1,711,848.60**
Funding		
Special Assessments	20.65%	$353,572.69
Sales Tax Funds - Infrastructure - 420	29.35%	$502,351.61
Utility Funds - Wastewater - 521	25.00%	$427,962.15
Utility Funds - Water - 501	25.00%	$427,962.15

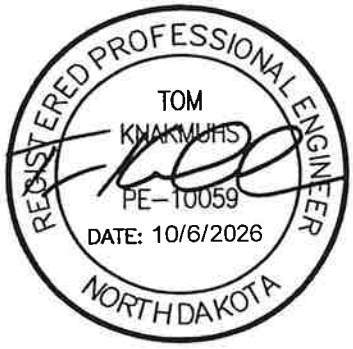
Street Light Utility

Construction Cost		$4,784.00
Fees		
Admin	4%	$191.36
Contingency	5%	$239.20
Engineering	10%	$478.40
Interest	4%	$191.36
Legal	3%	$143.52
Total Estimated Cost		**$6,027.84**
Funding		
Utility Funds - Street Lights - 528	100.00%	$6,027.84

Project Funding Summary

Special Assessments	18.06%	$808,841.70
Sales Tax Funds - Infrastructure - 420	11.22%	$502,351.61
Utility Funds - Street Lights - 528	0.13%	$6,027.84
Utility Funds - Stormwater - 524	6.48%	$290,174.85
Utility Funds - Wastewater - 521	28.08%	$1,257,672.15
Utility Funds - Water - 501	36.04%	$1,614,085.69
Total Estimated Project Cost		**$4,479,153.84**

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-27-C
1ST STREET NORTH FROM 7TH AVENUE TO 11TH AVENUE AND ON 8TH AVENUE NORTH FROM 1ST STREET TO OAK STREET

LOCATION:

On 1st Street North from 7th Avenue to 11th Avenue and on 8th Avenue North from 1st Street to Oak Street.

COMPRISING:

The area bounded by 7th Avenue North on the south, 11th Avenue North on the north, 2nd Street North on the west and Oak Street North on the east.

RESOLUTION DECLARING
PAVING AND UTILITY REHAB/RECONSTRUCTION
NECESSARY
IMPROVEMENT DISTRICT NO. BR-27-C

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

That it be and is hereby declared necessary to construct Paving and Utility Rehab/Reconstruction, Improvement District No. BR-27-C in the City of Fargo, North Dakota, according to the Engineer's Report for this district and the Plans and Specifications approved by the Board of City Commissioners of the City of Fargo, North Dakota, filed in the Office of the City Auditor, and open for public inspection. A map of the district is attached hereto and incorporated as if fully set forth herein.

That a portion of said Paving and Utility Rehab/Reconstruction improvement is to be paid from State and Local Funds, and approximately 18.06% is to be assessed against the benefited property in amounts proportionate to and not exceeding the benefits to be derived by them respectively from said improvement.

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

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

C E R T I F I C A T E

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

I, Susan Thompson, the duly appointed, qualified and acting City Auditor of the City of Fargo, North Dakota do hereby certify that the foregoing is a full, true, and correct copy of a Resolution adopted by the Board of City Commissioners of the City of Fargo at the Regular Meeting of the Board held on Monday, October 12th, 2026.

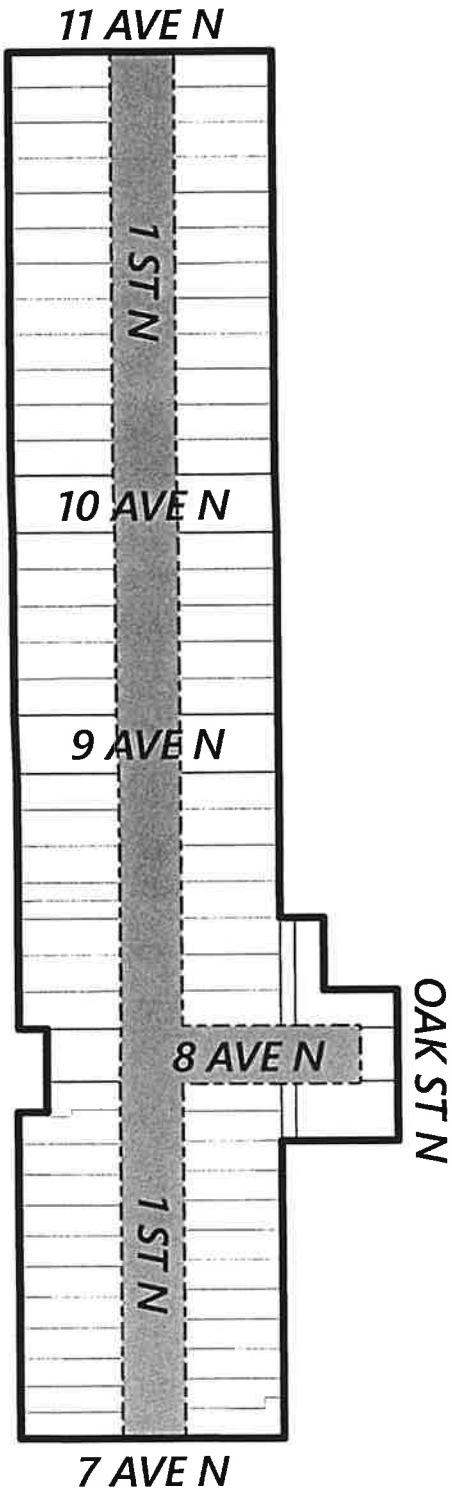
IN WITNESS WHEREOF, I have hereunto set my hand and affixed the Seal of the City of Fargo, North Dakota, this 12th day of October, 2026.

40-22-15
40-22-17

Susan Thompson
City Auditor

(SEAL)

(October 21 and 28, 2026)



PROJECT AREA

SPECIAL ASSESSMENT DISTRICT BOUNDARY

CITY OF FARGO

ENGINEERING DEPARTMENT

LOCATION & ASSESSMENT AREA

PAVING AND UTILITY REHAB/RECONSTRUCTION

IMPROVEMENT DISTRICT NO. BR-27-C

REPORT OF ACTION

PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

20

Project No. TM-26-B1 Type: Change Order #2

Location: Citywide Date of Hearing: 10/5/2026

Routing	Date
City Commission	10/12/2026
PWPEC File	X
Project File	Nick Askew

The Committee reviewed a communication from Project Manager, Nick Askew, regarding Change Order #2 in the amount of $11,556.00 for additional work.

Staff is seeking approval of Change Order #2 in the amount of $11,556.00, bringing the total contract amount to $84,062.00.

On a motion by Nicole Crutchfield, seconded by Susan Thompson, the Committee voted to recommend approval of Change Order #2 to NorthStar Safety, Inc.

RECOMMENDED MOTION
Concur with the recommendations of PWPEC and approve Change Order #2 in the amount of $11,556.00, bringing the total contract amount to $84,062.00 to NorthStar Safety, Inc.

PROJECT FINANCING INFORMATION:
Recommended source of funding for project: Street Light Utility Funds

	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
				☑
Josh Boschee, Mayor	☑	☑	☐	
Nicole Crutchfield, Director of Planning	☑	☑	☐	
Gary Lorenz, Fire Chief	☑	☑	☐	Ryan Erickson
Michael Redlinger, City Administrator	☑	☑	☐	
Ben Dow, Director of Operations	☐	☐	☐	
Tom Knakmuhs, City Engineer	☑	☑	☐	
Susan Thompson, Finance Director	☑	☑	☐	

ATTEST:

C: Kristi Olson

Tom Knakmuhs, P.E.
City Engineer

THE CITY OF Fargo FAR MORE

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

Memorandum

To: Members of PWPEC

From: Nick Askew, Project Manager

Date: October 5, 2026

Re: Project No. TM-26-B1 - Change Order #2

Background:

Project No. TM-26-B1 is for new epoxy pavement markings at various locations. The purpose of the project is to install new pavement markings for safer road conditions, for both motorists and pedestrians alike. New pavement markings are also required for asphalt paving completed by the City Street Department.

NorthStar Safety, Inc. is the Prime Contractor for this project.

New pavement markings are required at the following locations:

- Intersection of 13th Avenue South & University Drive
- Intersection of 1st Avenue North & 25th Street North
- Roberts Street North – From Main Avenue to 2nd Avenue North

These new pavement markings are required due to asphalt paving completed by the City Street Department. It is normal procedure to place new pavement markings on asphalt patches installed by the Street Department throughout the construction season. The cost of the additional markings is $11,556.00. Original contract amount is $61,722.00

This project is funded by Street Light Utility Funds.

Recommended Motion:

Approve Change Order #2 in the amount of $11,556.00 to NorthStar Safety, Inc.

NAA/klb
Attachment

THE CITY OF Fargo FAR MORE

CHANGE ORDER REPORT
PAVEMENT MARKINGS
PROJECT NO. TM-26-B1
VARIOUS LOCATIONS CITYWIDE

Change Order No 2 **Change Order Date** 9/22/2026

Contractor Northstar Safety Inc

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

EXPLANATION OF CHANGE Change Order # 2

Additional striping for street department asphalt overlays.

Section	Line No	Item Description	Unit	Orig Cont Qty	Prev C/O Qty	Prev Cont Qty	Curr C/O Qty	Tot Cont Qty	Unit Price ($)	C/O Ext Price ($)
Change Order 2	10	Paint Epoxy Line 4" Wide	LF	-396	316	0	540	540	$5.50	$2,970.00
	11	Paint Epoxy Line 4" Wide	LF	-656	316	0	280	280	$6.00	$1,680.00
	12	Paint Epoxy Line 8" Wide	LF	-367	300	0	113	113	$12.00	$1,356.00
	13	Paint Epoxy Line 16" Wide	LF	0		0	47	47	$30.00	$1,410.00
	14	Paint Epoxy Line 24" Wide	LF	90	48	0	138	138	$30.00	$4,140.00
								Change Order 2 Sub Total		**$11,556.00**

Summary

Source Of Funding	Utility Funds - Street Lights - 528
Net Amount Change Order # 2 ($)	$11,556.00
Previous Change Orders ($)	$10,784.00
Original Contract Amount ($)	$61,722.00
Total Contract Amount ($)	$84,062.00

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

APPROVED
For Contractor
Title

APPROVED DATE
Department Head
Mayor
Attest

REPORT OF ACTION

PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

Project No. FM-15-J3

Type: Change Order #1 & Time Extension

Location: South River Rd; Red River Intake to 3rd St S

Date of Hearing: 10/5/2026

21

Routing	Date
City Commission	10/12/2026
PWPEC File	X
Project File	Rob Hasey

The Committee reviewed the accompanying correspondence from Storm Sewer Utility Engineer, Rob Hasey, related to Change Order #1 in the amount of $106,952.00, for additional work, as well as a 4-day time extension to the Substantial and Final Completion Dates extending them to October 6, 2026 and November 10, 2026, respectively.

Staff is recommending approval of Change Order #1 in the amount of $106,952.00, which increases the total contract amount to $2,967,709.40, and the time extensions as described above.

On a motion by Nicole Crutchfield, seconded by Susan Thompson, the Committee voted to recommend approval of Change Order #1 and the associated time extensions to Key Contracting.

RECOMMENDED MOTION

Concur with the recommendations of PWPEC and approve Change Order #1 in the amount of $106,952.00, bringing the total contract amount to $2,967,709.40, as well a 4-day time extension to the Substantial and Final Completion Dates extending them to October 6, 2026 and November 10, 2026, respectively, to Key Contracting.

PROJECT FINANCING INFORMATION:

Recommended source of funding for project: Flood Sales Tax

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

COMMITTEE

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

ATTEST:

C: Kristi Olson

Tom Knakmuhs, P.E.
City Engineer

THE CITY OF
Fargo
FAR MORE

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

Memorandum

To: Members of PWPEC

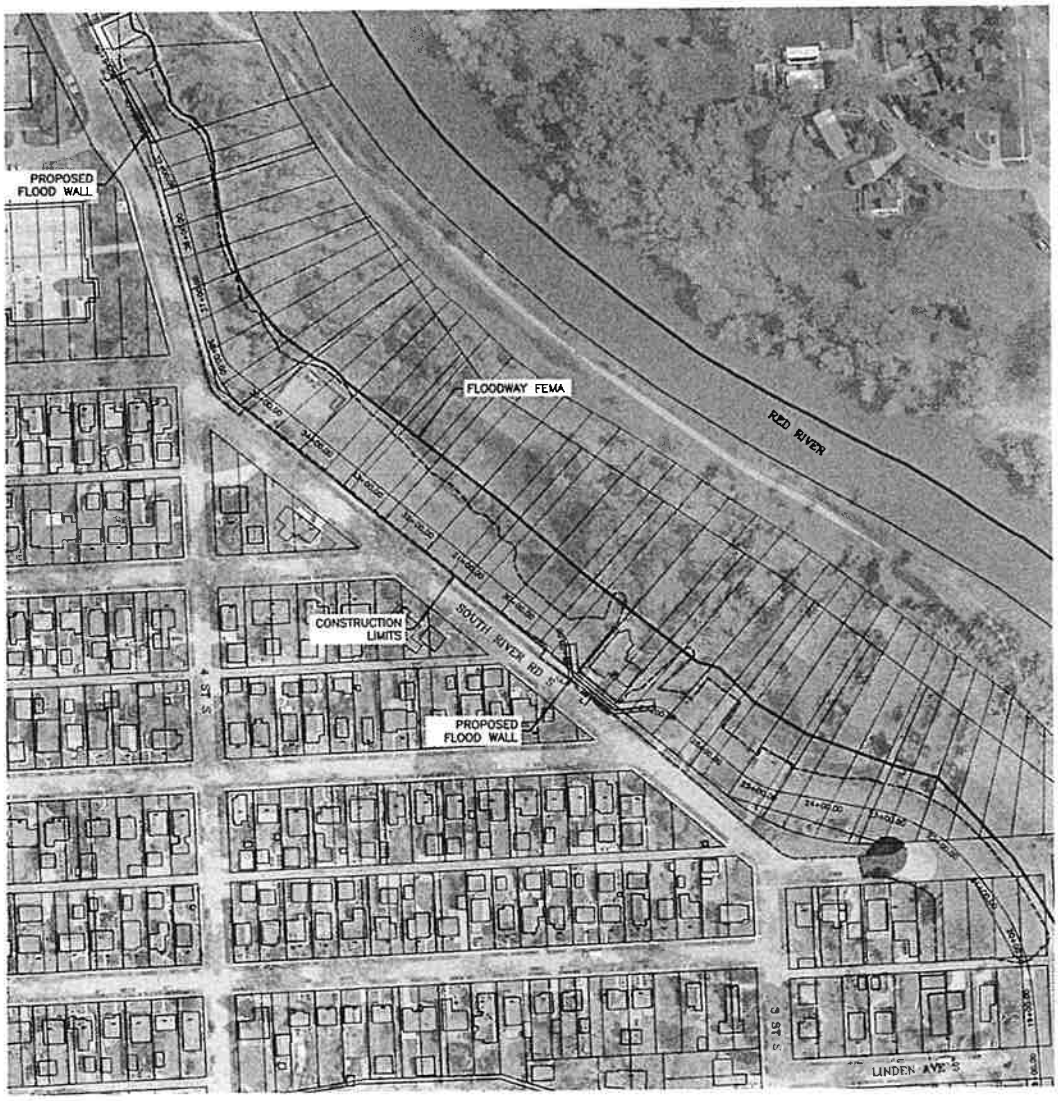
From: Rob Hasey, PE - Storm Sewer Utility Engineer

Date: October 5th, 2026

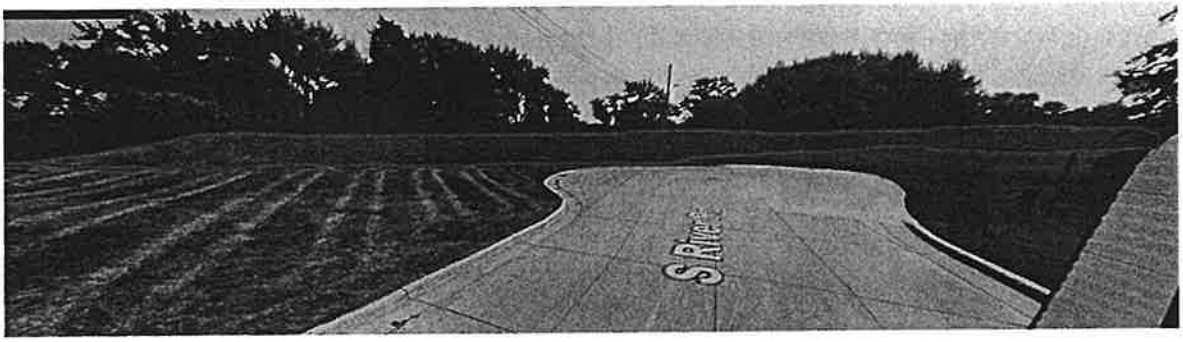
Re: Project No. FM-15-J3 – Change Order #1 & Time Extension

Background:

Project No. FM-15-J3 is the final construction phase in the Belmont neighborhood consisting of earthen levees and concrete floodwalls along South River Road from the Water Plant River Intake Structure to the cul-de-sac east of 3rd Street South.



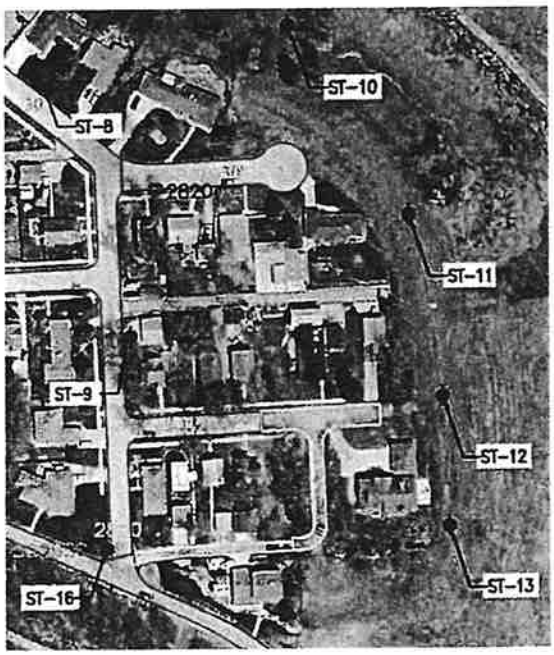
The section of levee outlined in red on the image below represents an existing levee east of 3rd Street. A majority of this levee was previously constructed in 1999 and added on to in 2010 when #1522 South River Road was demolished. This stretch of levee was constructed without an inspection trench excavated under the levee centerline.



When this project entered into the initial design phase in 2015 several soil borings were drilled along the proposed levee & floodwall alignment. Boring ST-11 was taken in this existing levee section as shown on the map below. Based on the boring report we believed this material was good for reuse.

B.2.a. Fill

Fill was encountered at the surface of all of our borings with the exception of ST-9 and ST-15, which were surfaced with concrete and topsoil, respectively. The fill soils extended to depths of 2 to 16 ½ feet. Borings ST-11, ST-12, and ST-13 contained the most fill with depths of at least 13 feet. The fill was generally fat clay with varying amounts of sand and gravel. At Boring ST-02 the top few inches of fill were poorly graded sand material apparently placed for a gravel parking lot as part of the Fargo Water Treatment Plant construction. At Boring ST-12 the bottom layer of fill was a sandy lean clay soil. The fill soils often contained organics and construction debris and were brown to black in color.



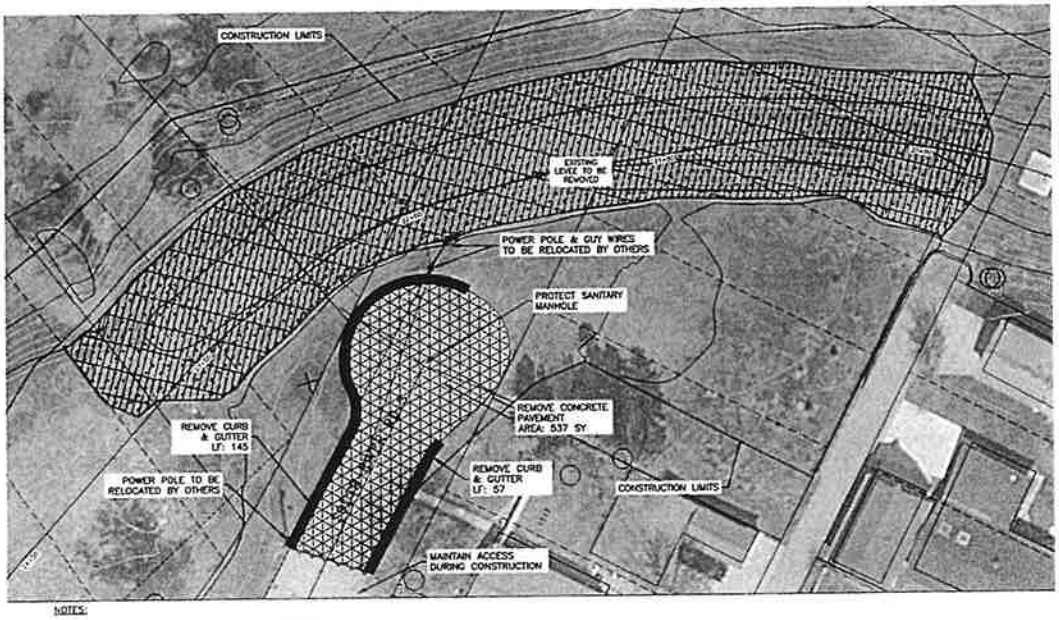
BRAUN INTERTEC — **LOG OF BORING**

Braun Project B1508063
Drilling and Laboratory Testing
City of Fargo Project No. FM-15-J0
South of River Road and 13th Avenue South
Fargo, North Dakota

BORING: **ST-11**
LOCATION: See sketch.
DRILLER: K. Miller | METHOD: 3 1/4" HSA, Autohammer | DATE: 12/28/15 | SCALE: 1" = 4'

Depth feet	Symbol	Description of Materials (Soil-ASTM D2488 or D2487, Rock-USACE EM1110-1-2906)	BPF	WL	MC %	qp tsf	Tests or Notes
0.0	FILL	FILL: Fat Clay with Sand, brown to dark gray, moist.	17		28		
		-trace roots to a depth of 1 foot.	17		18		
		-trace Gravel at 3 feet.	TW*		24		*Full recovery. WD=116 pcf, DD=94 pcf LL=67, PL=21, PI=46
		-trace Sand below 10 1/2 feet.	8		34		OC=5%
			9		31		
			6		37		
16.5	CH	FAT CLAY, trace roots, black, moist. (Buried Topsoil)	TW*		33	2	*Full recovery.
18.0	CH	FAT CLAY, brown, moist to wet, rather stiff. (Glacial Lake Deposit)					WD=107 pcf, DD=81 pcf

(See Descriptive Terminology sheet for explanation of abbreviations)



NOTES:
- EXISTING TREES TO BE REMOVED AS DIRECTED IN THE FIELD BY ENGINEER OR REPRESENTATIVE.
- REMOVE EXISTING LEVEE.
- EXISTING CURB & GUTTER SHALL BE REMOVED ADJACENT TO PAVEMENT REMOVALS UNLESS MARKED DIFFERENTLY BY THE ENGINEER IN THE FIELD.

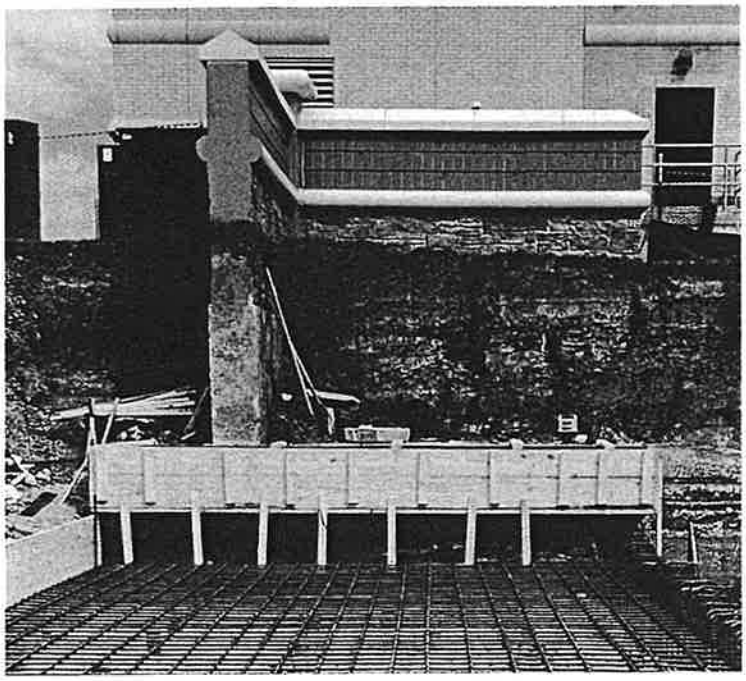
During excavation of this levee the material was found to include miscellaneous construction debris and organics. The material did not exhibit typical impervious fill characteristics. Braun Intertec, the geotechnical engineer who performed the soil borings in 2015 visited the site during levee excavation and collected four samples to analyze in the laboratory to determine if this material could be reused as levee core material. This material does not meet levee core material but it can be reused as embankment material over and outside of the levee core. The photo below shows the material that was excavated from the existing levee.

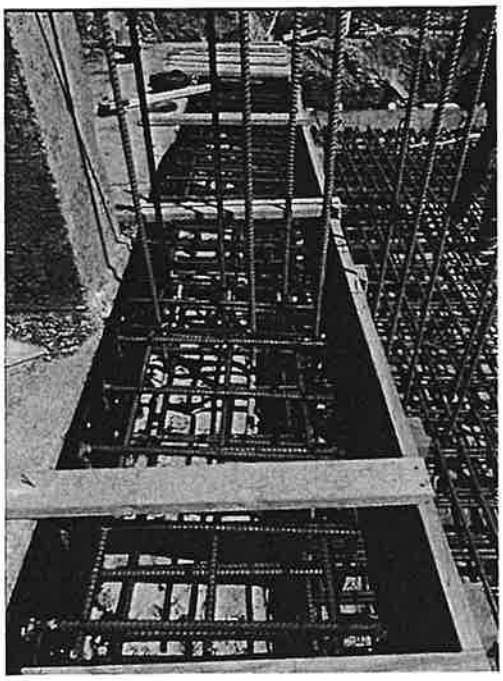


Since this material is unsuitable for levee core material the Fill - Import bid item quantity will need to be increased by approximately 1,600 CY to replace this material for levee core material. Cost for this extra impervious fill: 1,600 CY @ $15.50 CY = $24,800.00

North Floodwall Stepped Footing

Work on this project first began on the north floodwall next to the Red River Water Intake Structure. The elevation of the existing floodwall footing was 18" higher than plan elevation. In order to connect the two floodwall footings the Contractor needed to install additional forms, rebar and concrete to form the dropped footing. The Contractor is requesting an additional $2,650 to cover the extra forming, rebar and labor to make this adjustment along with four additional days added to substantial and final completion to accommodate this adjustment.





Reinforcing for Floodwalls

This project has two floodwall locations. The first floodwall is east of the Water Plant (mentioned previously) and the second is at #1458 South River Road. The Consulting Engineer, HDR, provided weights of reinforcing (regular and epoxy coated) required in the bid sheet during the bidding phase.

During shop drawing review (post-bid) the Contractor submitted a Request for Information regarding a discrepancy between the engineering drawings and the project quantities. After reviewing the submittals HDR found that there was a computational error on their end that did not account for the extra steel in the dropped footing in front of #1458 South River Road. Due to this vertical drop of the footing the reinforcing weights need to be increased to reflect the actual quantities required as shown on the plan sheets:

	Original	Actual
F&I Floodwall Reinf Bars – Steel:	40,000 lbs.	59,889 lbs.
F&I Floodwall Reinf Bars – Epoxy Coated Steel:	30,000 lbs.	40,787 lbs.

The unit pricing received at bid opening was $2.20/lb for steel and $2.60/lb for epoxy coated. This will lead to an increase in cost for rebar totaling:

F&I Floodwall Reinf Bars – Steel:	19,889 lbs @ $2.20/lb = $43,755.80
F&I Floodwall Reinf Bars – Epoxy Coated Steel:	10,787 lbs @ $2.60/lb = $28,046.20

Asbestos Removal

There are two residential structures that were demolished as part of this project. At the time of bidding the City had not secured the purchase of the structures.

During the early months of 2026 the City was successful in acquiring the structures. The City solicited quotes for asbestos testing from the existing Master Services Agreement and ultimately hired Ackerman-Estvold to perform sampling and creation of reports that were to be used by the Contractor to solicit pricing for asbestos abatement.

The project specifications for FM-15-J3 put the requirement on the Contractor to hire an asbestos abatement contractor to remove asbestos prior to demolition. 550 SY of floor tile & mastic needed to be removed in one structure. The other structure had 50 SF of drywall and black tar around the chimney that needed to be abated.

Heinen Environmental Services was hired by the Contractor to perform the necessary abatement prior to demolition. Heinen's cost for the asbestos abatement and material disposal is $7,000. Excavating, Inc is requesting a 10% markup for submitting asbestos notification paperwork to the State Health Department & profit/markup totaling $700 bringing the grand total for asbestos abatement to $7,700.

Recommended Motion:

Approve Change Order #1 in the amount of $106,952.00 for the extra work described above and add four calendar days for the extra work required at the north floodwall.

Funding source is 100% Sales Tax Funds – Flood Control – Fund 460.

THE CITY OF Fargo FAR MORE

CHANGE ORDER REPORT

BELMONT FLOOD RISK MANAGEMENT PHASE 3

PROJECT NO. FM-15-J3

ALONG SOUTH RIVER ROAD FROM THE RED RIVER WATER INTAKE STRUCTURE TO 3RD STREET SOUTH.

Change Order No 1 **Change Order Date** 9/28/2026

Contractor Key Contracting Inc

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

EXPLANATION OF CHANGE Change Order # 1

Stepped footing at North Floodwall: $2,650.00 - price includes labor, forming & reinforcing (F&I Floodwall - Structural Conc).
Increase fill - import quantity by 1,600 CY
Increase reinf bars - steel quantity by 19,889 lbs.
Increase reinf bars - epoxy coated steel by 10,787 lbs.
Asbestos abatement at #1502 & #1514 South River Road: $7,700.

Section	Line No	Item Description	Unit	Orig Cont Qty	Prev C/O Qty	Prev Cont Qty	Curr C/O Qty	Tot Cont Qty	Unit Price ($)	C/O Ext Price ($)
Change Order 1	5	Demolition	EA	0		0	1	1	$7,700.00	$7,700.00
	6	F&I Floodwall - Structural Conc	CY	0		0	10	10	$265.00	$2,650.00
									Change Order 1 Sub Total	**$10,350.00**
Flood Mitigation	59	F&I Floodwall Reinf Bars - Steel	LB	40000		40000	19889	59889	$2.20	$43,755.80
	60	F&I Floodwall Reinf Bars - Epoxy Coated Steel	LB	30000		30000	10787	40787	$2.60	$28,046.20
	69	Fill - Import	CY	4217		4217	1600	5817	$15.50	$24,800.00
									Flood Mitigation Sub Total	**$96,602.00**

Summary

Source Of Funding	Sales Tax Funds - Flood Control - 460
Net Amount Change Order # 1 ($)	$106,952.00
Previous Change Orders ($)	$0.00
Original Contract Amount ($)	$2,860,757.40
Total Contract Amount ($)	$2,967,709.40

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

CONTRACT DATES

Current Substantial Completion Date	**Current Final Completion Date**
10/2/2026	11/6/2026
Additional Days Substantial Completion	**Additional Days Final Completion**
4	4
New Substantial Completion Date	**New Final Completion Date**
10/6/2026	11/10/2026

Interim Completion Dates

Interim Duration #1	60 Day Duration
Interim Duration #2	14 Day Duration
Interim Duration #3	14 Day Duration

APPROVED
For Contractor
Title

Steve Carr
Key Contracting
Operations Manager

APPROVED DATE
Department Head
Mayor
Attest

Key Contracting, Inc.
245 7th Avenue NE
West Fargo, North Dakota 58078
Phone: (701) 238-8192
Fax: (701) 356-0166
Internet: keycontracting.com

Request for Information

Key RFI Number:	6
Date:	5/5/2026
Project:	City of Fargo FM-15-J3 Belmont Flood Risk Management Phase 3
Project Location:	South Fargo
Requested By:	Key Contracting
Answer Requested From:	Engineering Team

Question/Clarification Requested:

This RFI concerns South Floodwall existing footing height. The existing footing we tie into is at 896.83 - 18" higher than plan. We propose a step footing as per Section 20, Sheet 5, Detail C. We plan to come out 3' (wall form width) at 896.83 and then drop to plan elevation of 895.17. We ask for a $2,650.00 change order for extra rebar, forms and labor. Please let us know if this is acceptable. Thanks

Answer:

Answered By: Date:

BRAUN
INTERTEC

September 16, 2026

Project 10007132_001

Brian King, PE
HDR, Inc.
51 North Broadway
Fargo, ND 58102-4970

Re: Levee Fill Materials
Belmont Levee and Floodwall Phase 3, FM-15-J3
1450 South River Road
Fargo, North Dakota

Dear Mr. King:

The subject project includes constructing new levees along the Red River as well as a flood wall around a residence that will remain. Braun Intertec Corporation (Braun Intertec) is providing construction materials testing services for the project. At the south end of the project there is an existing levee that was previously constructed that was intended to be borrow material for the new levee construction. On August 27, 2026 you requested us to visit the project site to observe excavated materials from the pre existing levees.

We observed soil exposed in test pits dug along the preexisting levee alignment south of the flood wall. We obtained samples of four different test pit locations on the existing levee. This material was planned to be reused as fill within the core of the new levee. The material observed in the test pits was contaminated with construction debris periodically and also appeared to have significant organics in it. We performed organic content tests on the samples obtained and the samples had between 3 and 4 percent organic materials.

With the construction debris and organics it contains, this material is not suitable for placement as levee fill. Provided it can be placed and compacted per the project specifications, this material is suitable for reuse as embankment material over the levee core.

Remarks

In performing its services, Braun Intertec used that degree of care and skill ordinarily exercised under similar circumstances by reputable members of its profession currently practicing in the same locality. No warranty, express or implied, is made.

If you have any questions about this Letter, please contact Ezra Ballinger at 701.205.2515.

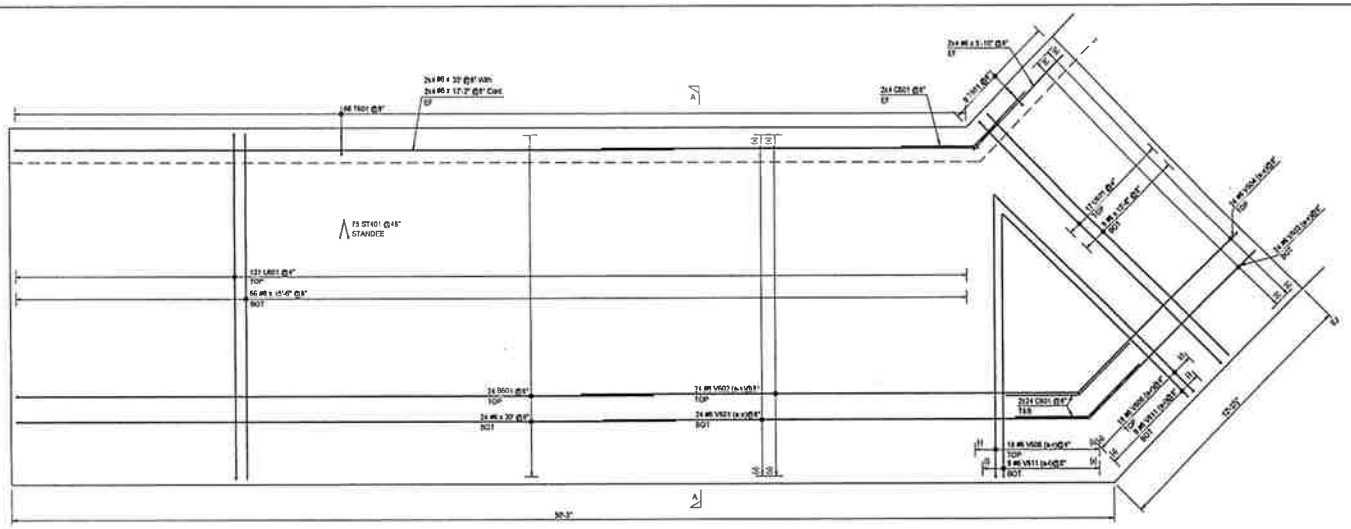
Sincerely,
Braun Intertec Corporation

Professional Certification:
I hereby certify that this plan, specification or report was prepared by me or under my direct supervision and that I am a duly Registered Professional Engineer under the laws of the State of North Dakota.

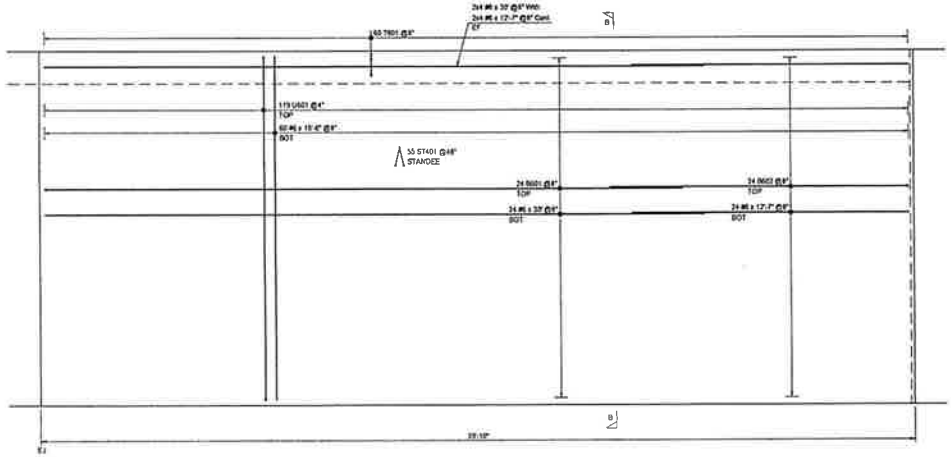
Ezra Ballinger

REGISTERED PROFESSIONAL ENGINEER
EZRA BALLINGER PE 7328
DATE 9/16/2026
NORTH DAKOTA

Ezra Ballinger, PE
Principal Engineer
Registration Number: PE-7328
September 16, 2026

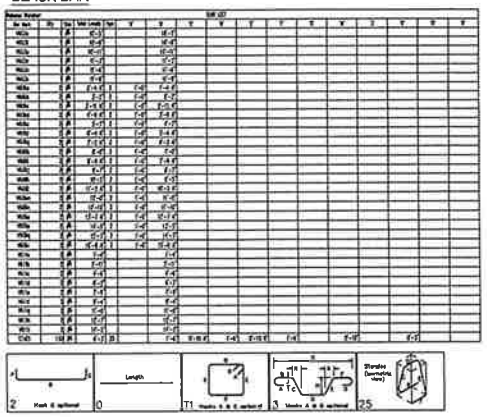


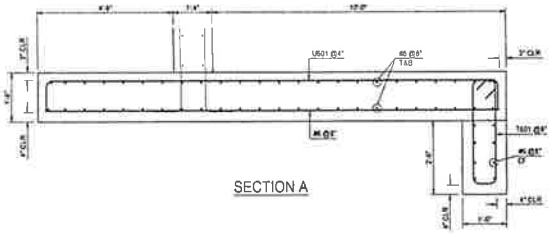
FOOTING SECTION A



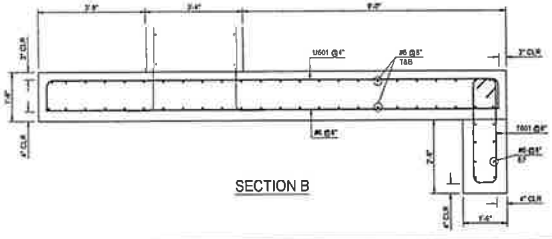
FOOTING SECTION B

BLACK BAR

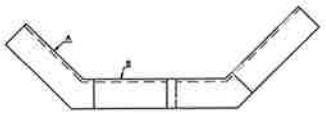




SECTION A



SECTION B



KEY

SPLICE LENGTHS	
BARS SPACED GREATER THAN 6"	BARS SPACED LESS THAN OR EQUAL TO 6"
#3 - 14"	#3 - 20"
#4 - 18"	#4 - 27"
#5 - 23"	#5 - 45"
#6 - 28"	#6 - 62"
#7 - 36"	#7 - 87"
#8 - 69"	#8 - 107"

ABBREVIATIONS	
BOTTOM	BOT
TOP & BOTTOM	T&B
EACH FACE	EF
INNER FACE	IF
OUTER FACE	OF
CONTINUOUS	CONT

Mid America Steel INC.

Mill Certs Req'd. – ☒ Yes ☐ No

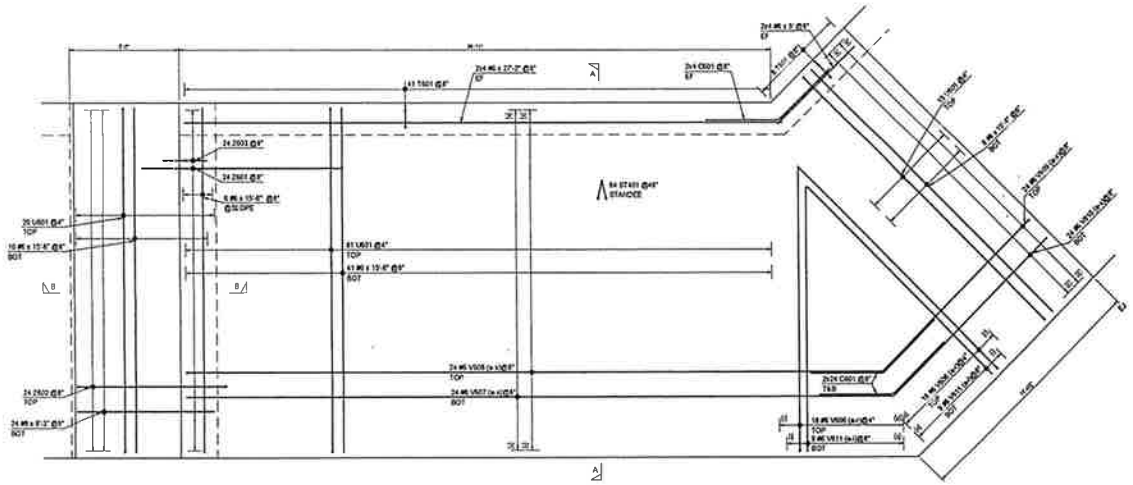
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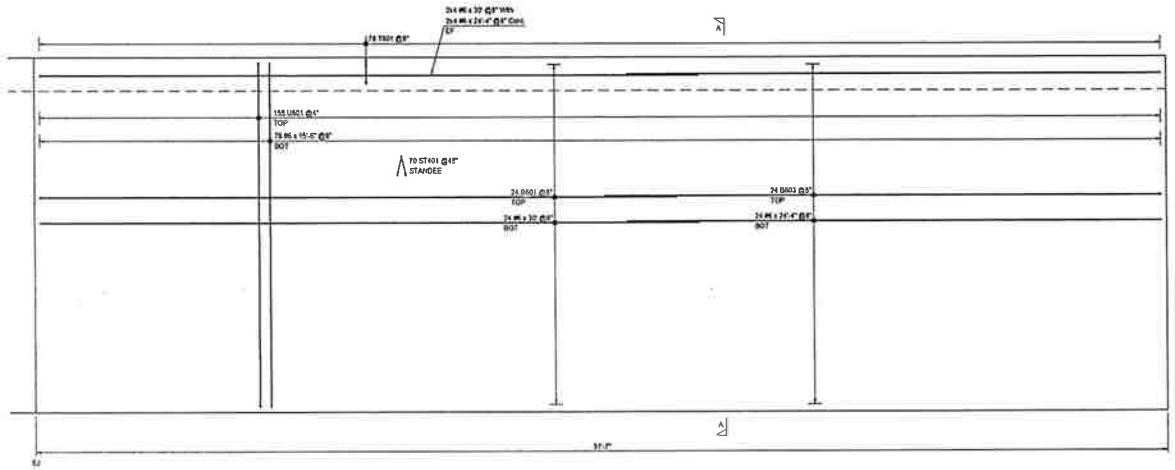
SHOP NOTES:
1. REINFORCING TO BE ASTM A615 GRADE 60 U.N.O.
2. REINFORCING TO BE PLACED TO ACI & CRSI STANDARDS
3. REINFORCING BEND TYPES ARE TAKEN FROM CRSI STANDARDS
4. NO WELDING OF REINFORCING SHALL BE PERMITTED

REV	DATE	DESCRIPTION
B	4/8/26	FOR APPROVAL
A	3/18/26	FOR APPROVAL

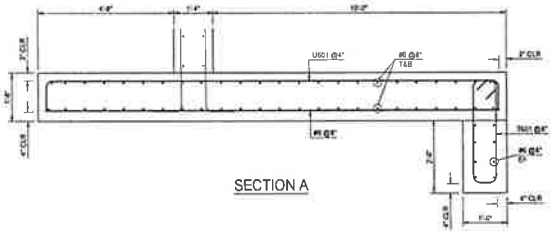
DRAWN BY	AJM
DATE	MARCH 2026
CHECKED BY	
REF.	
JOB and LOCATION	FM-15-J3 FARGO, ND
ITEM	FOOTINGS
CUSTOMER	KEY CONTRACTING
ARCH. ENG.	HDR
SHEET NO.	24021.03
SHEETING	ER1
REV.	B



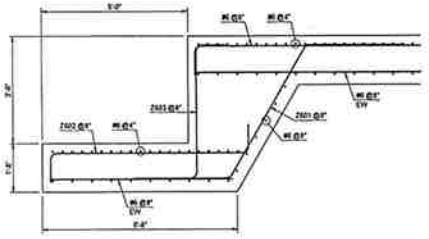
FOOTING SECTION C



FOOTING SECTION D



SECTION A



SECTION B



KEY

SPLICE LENGTHS	
BARS SPACED GREATER THAN 6"	BARS SPACED LESS THAN OR EQUAL TO 6"
#3 - 14"	#3 - 20"
#4 - 18"	#4 - 32"
#5 - 29"	#5 - 49"
#6 - 39"	#6 - 62"
#7 - 55"	#7 - 87"
#8 - 69"	#8 - 107"

ABBREVIATIONS	
BOTTOM	BOT
TOP & BOTTOM	T&B
EACH FACE	EF
INNER FACE	IF
OUTER FACE	OF
CONTINUOUS	CONT

Mill Certs Req'd. – ☒ Yes ☐ No

CONFIDENTIAL
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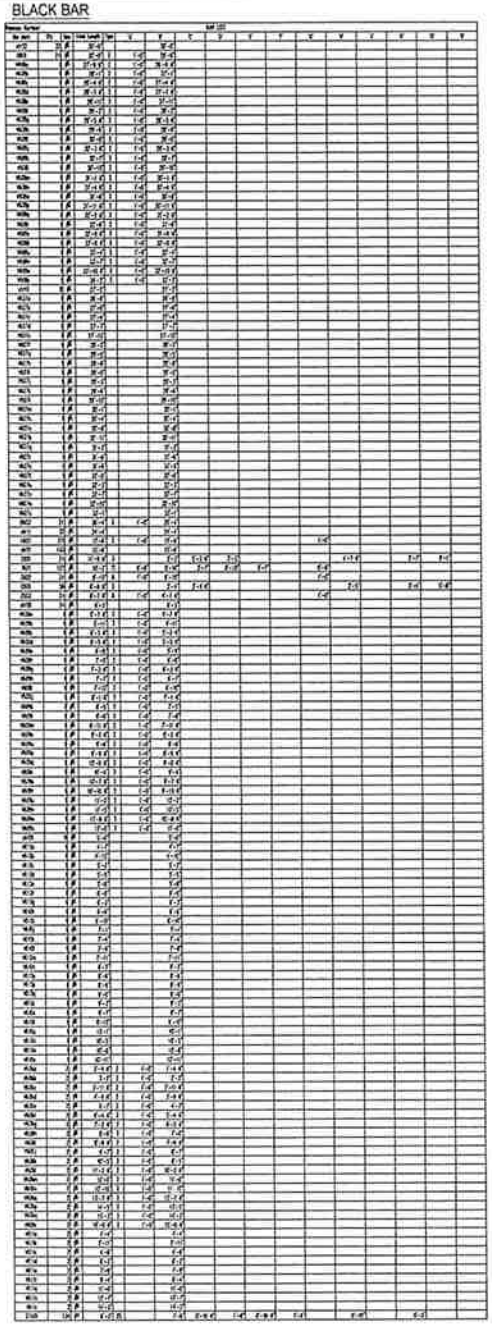
SHOP NOTES:
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2. REINFORCING TO BE PLACED TO ACI & CRSI STANDARDS
3. REINFORCING BEND TYPES ARE TAKEN FROM CRSI STANDARDS
4. NO WELDING OF REINFORCING SHALL BE PERMITTED

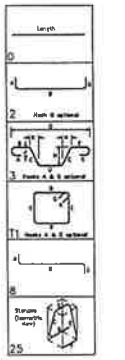
REV	DATE	DESCRIPTION
B	4/8/26	FOR APPROVAL
A	3/26/26	FOR APPROVAL

Mid America Steel INC.
800 2ND AVE N • FARGO, NORTH DAKOTA 58102 • PHONE 701-234-9876

DRAWN BY	AJM
DATE	MARCH 2026
CHECKED BY	
REF.	
JOB and LOCATION	FM-55-J3 FARGO, ND
ITEM	FOOTINGS
CUSTOMER	KEY CONTRACTING
ARCH. ENG.	HDR
SHEET NO.	24024.03
SHEET NO.	E03
REV.	B

BLACK BAR





Weight by Drawing Sheet	
Drawing Sheets	Weight
BBS	N/A
Total Weight	N/A

SPLICE LENGTHS	
BARS SPACED GREATER THAN 6"	BARS SPACED LESS THAN OR EQUAL TO 6"
#3 - 14"	#3 - 20"
#4 - 19"	#4 - 27"
#5 - 29"	#5 - 48"
#6 - 39"	#6 - 72"
#7 - 55"	#7 - 87"
#8 - 69"	#8 - 110"

ABBREVIATIONS	
BOTTOM	BOT
TOP & BOTTOM	T&B
EACH FACE	EF
INNER FACE	IF
OUTER FACE	OF
CONTINUOUS	CONT

Mid America Steel INC.

BOX 2547 - 3101 15TH AVE S - FARGO, NORTH DAKOTA 58103 - PHONE 701.232.8636

DRAWN BY	AJM
DATE	MARCH 2026
CHECKED BY	REF.
JOB and LOCATION	FM-25-23 FARGO, ND
ITEM	ER2 BARLIST
CUSTOMER	KEY CONTRACTING
ARCH. ENG.	HDR
ORDER NO.	2602903
SHEET NO.	ER2A
REV.	B

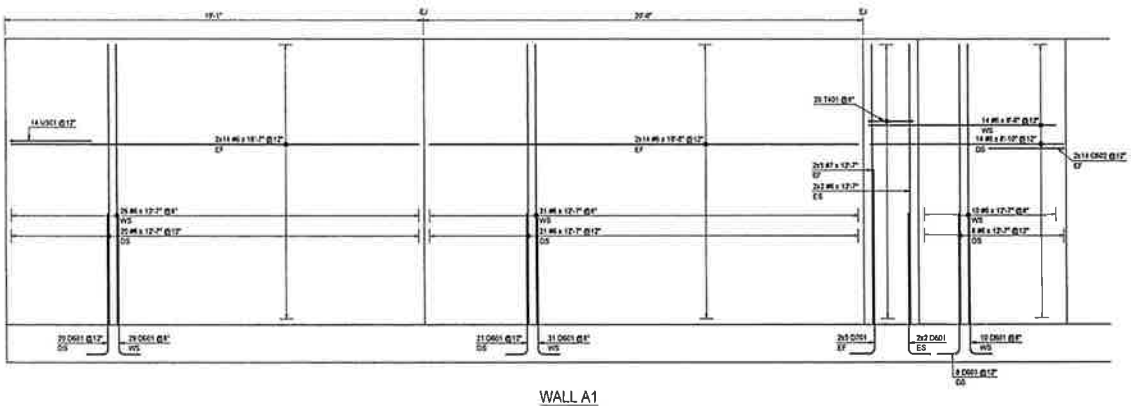
Mill Certs Req'd. – ☒ Yes ☐ No

CONFIDENTIAL
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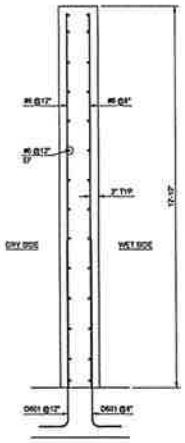
ALL VERIFIES WILL BE ASSUMED CORRECT AS SHOWN UNLESS NOTED OTHERWISE BY APPROVER

SHOP NOTES:
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3. REINFORCING BEND TYPES ARE TAKEN FROM CRSI STANDARDS
4. NO WELDING OF REINFORCING SHALL BE PERMITTED

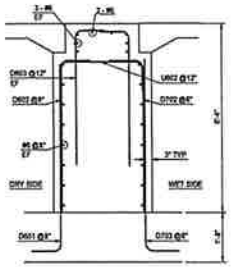
REV	DATE	DESCRIPTION
B	4/8/26	FOR APPROVAL
A	3/18/26	FOR APPROVAL



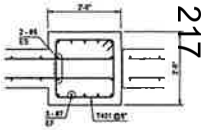
WALL A1



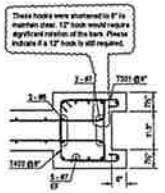
TYP. WALL SECTION



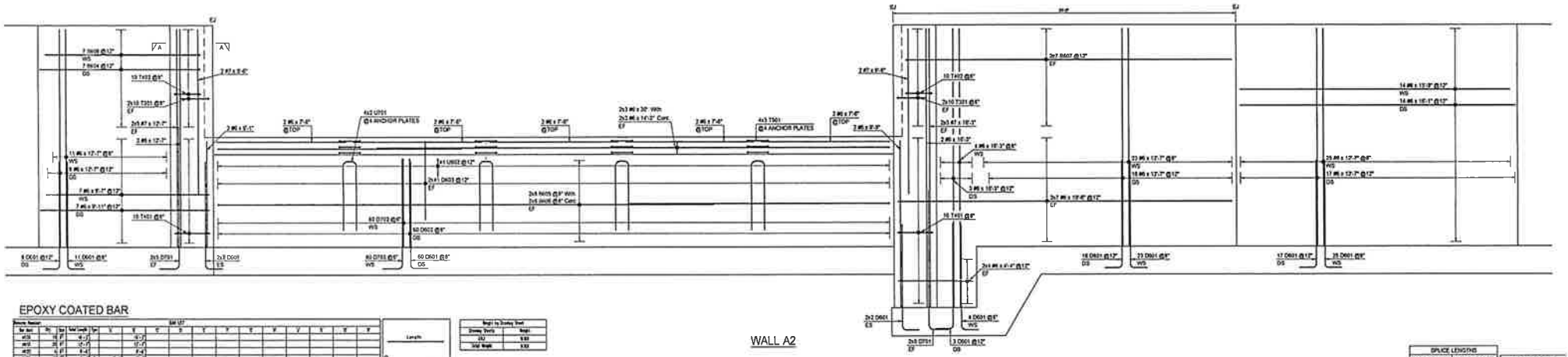
SECTION B



TYP PIER SECTION

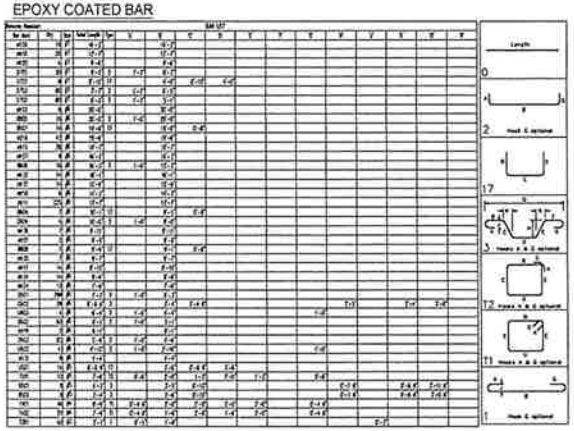


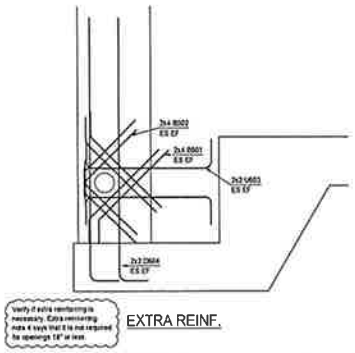
SECTION A



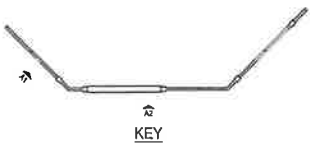
WALL A2

EPOXY COATED BAR





EXTRA REINF.



KEY

SPLICE LENGTHS	
BARS SPACED GREATER THAN 4"	BARS SPACED LESS THAN OR EQUAL TO 4"
#3 - 16"	#3 - 20"
#4 - 19"	#4 - 25"
#5 - 25"	#5 - 49"
#6 - 39"	#6 - 62"
#7 - 55"	#7 - 87"
#8 - 69"	#8 - 107"

ABBREVIATIONS	
BOTTOM	BOT
TOP & BOTTOM	T&B
EACH FACE	EF
INNER FACE	IF
OUTER FACE	OF
CONTINUOUS	CONT
WET SIDE	WS
DRY SIDE	DS

Mid America Steel INC.

DRAWN BY: AJM	DATE: MARCH 2026
CHECKED BY:	REF.
JOB and LOCATION:	FM-15-J5 FARGO, ND
ITEM:	WALLS
CUSTOMER:	KEY CONTRACTING
ARCH. ENG.	HDR
ORDER NO. 26029.05	SHEET NO. ER3
REV. B	

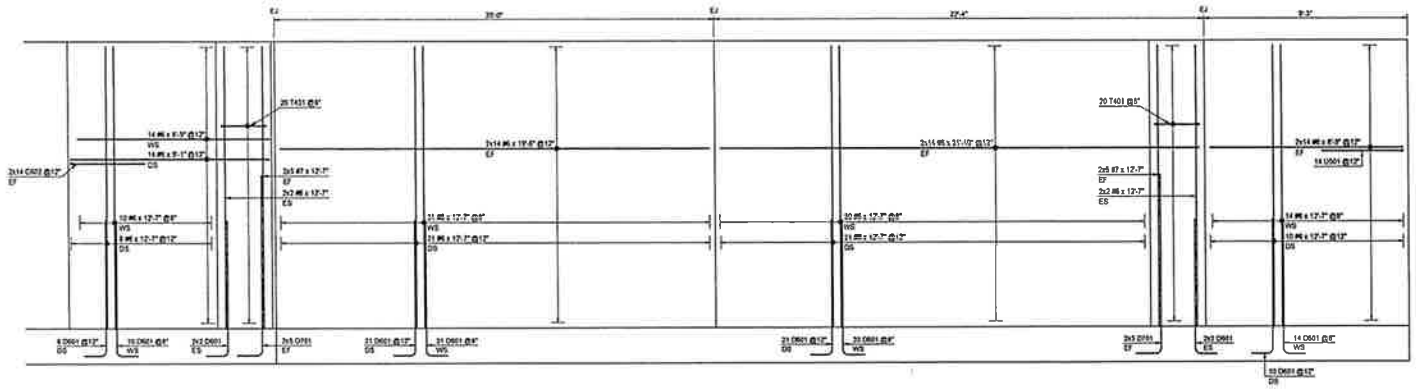
Mill Certs Req'd. – ☒ Yes ☐ No

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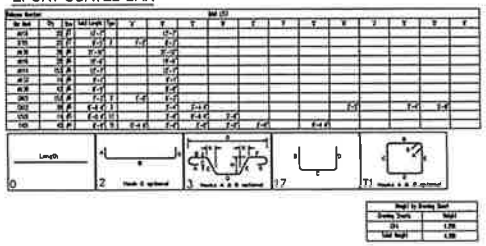
SHOP NOTES:
1. REINFORCING TO BE ASTM A615 GRADE 60 U.N.O.
2. REINFORCING TO BE PLACED TO ACI & CRSI STANDARDS
3. REINFORCING BEND TYPES ARE TAKEN FROM CRSI STANDARDS
4. NO WELDING OF REINFORCING SHALL BE PERMITTED

REV	DATE	DESCRIPTION
B	4/6/26	FOR APPROVAL
A	3/18/26	FOR APPROVAL



WALL A3

EPOXY COATED BAR





KEY

SPLICE LENGTHS	
BARS SPACED GREATER THAN 4"	BARS SPACED LESS THAN OR EQUAL TO 4"
83 - 14"	82 - 20"
84 - 19"	84 - 22"
85 - 29"	85 - 43"
86 - 39"	86 - 62"
87 - 55"	87 - 87"
88 - 69"	88 - 107"

ABBREVIATIONS	
BOTTOM	BOT
TOP & BOTTOM	T&B
EACH FACE	EF
INNER FACE	IF
OUTER FACE	OF
CONTINUOUS	CONT
WEST SIDE	WS
DRY SIDE	DS

Mill Certs Req'd. – ☒ Yes ☐ No

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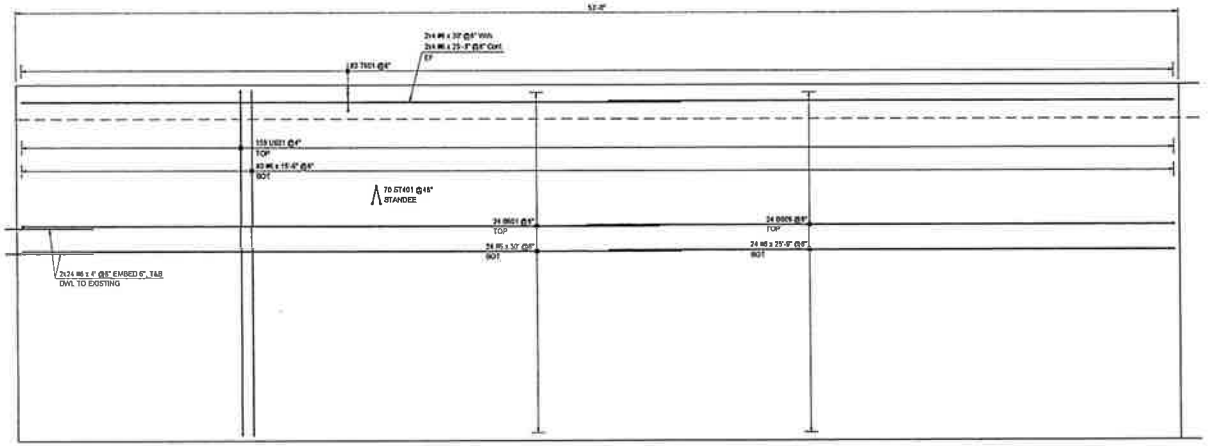
ALL VERIFIES WILL BE ASSUMED CORRECT AS SHOWN UNLESS NOTED OTHERWISE BY APPROVER

SHOP NOTES:
1. REINFORCING TO BE ASTM A615 GRADE 60 U.N.O.
2. REINFORCING TO BE PLACED TO ACI & CRSI STANDARDS
3. REINFORCING BEND TYPES ARE TAKEN FROM CRSI STANDARDS
4. NO WELDING OF REINFORCING SHALL BE PERMITTED

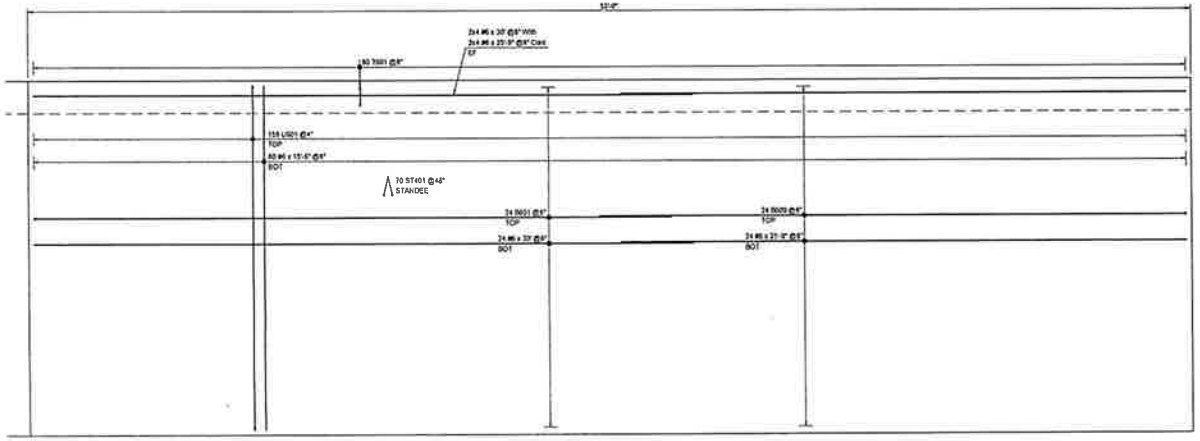
REV	DATE	DESCRIPTION
B	4/8/26	FOR APPROVAL
A	3/28/26	FOR APPROVAL

Mid America Steel INC.

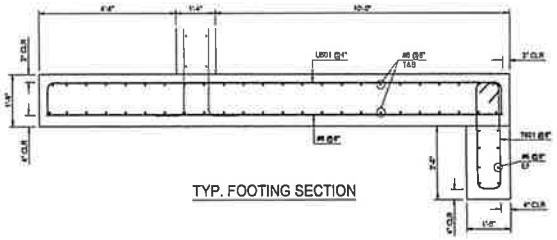
DRAWN BY	AJM
DATE	MARCH 2026
CHECKED BY	WDP
JOB and LOCATION	FM-15-J3 FARGO, ND
ITEM	WALLS
CUSTOMER	KEY CONTRACTING
ARCH. ENG.	HDR
ORDER NO.	26024.03
SHEET NO.	ER4
REV.	B



FOOTING SECTION A

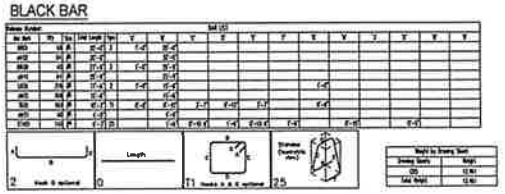


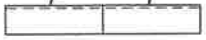
FOOTING SECTION B



TYP. FOOTING SECTION

BLACK BAR





KEY

SPLICE LENGTHS	
BARS SPACED GREATER THAN 6"	BARS SPACED LESS THAN OR EQUAL TO 6"
#3 - 14"	#3 - 20"
#4 - 19"	#4 - 32"
#5 - 29"	#5 - 49"
#6 - 35"	#6 - 62"
#7 - 55"	#7 - 87"
#8 - 63"	#8 - 107"

ABBREVIATIONS	
BOTTOM	BOT
TOP & BOTTOM	T&B
EACH FACE	EF
INNER FACE	IF
OUTER FACE	OF
CONTINUOUS	CONT

Mid America Steel INC.

DRAWN BY	AJM
DATE	MARCH 2026
CHECKED BY	
REF.	
JOB and LOCATION	FM-55-J3 FARGO, ND
ITEM	FOOTINGS
CUSTOMER	KEY CONTRACTING
ARCH. ENG.	HDR
SHOP NO.	24021.03
SHEET NO.	ERS
REV.	B

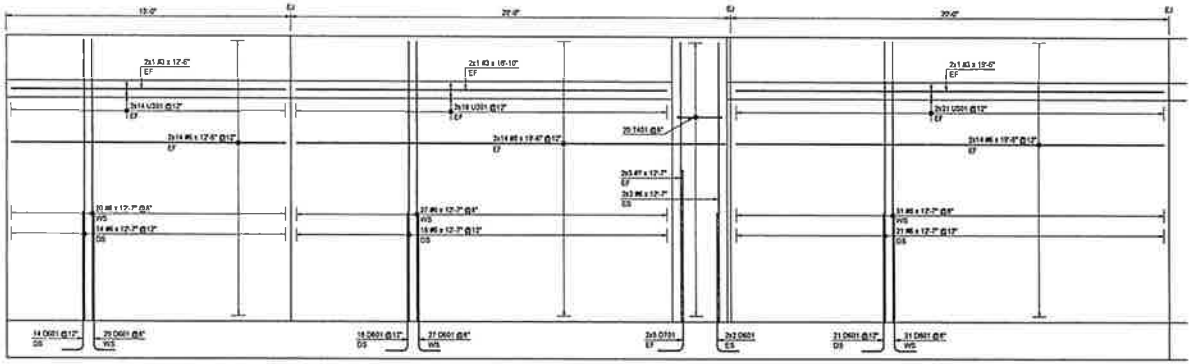
Mill Certs Req'd. – ☒ Yes ☐ No

CONFIDENTIAL
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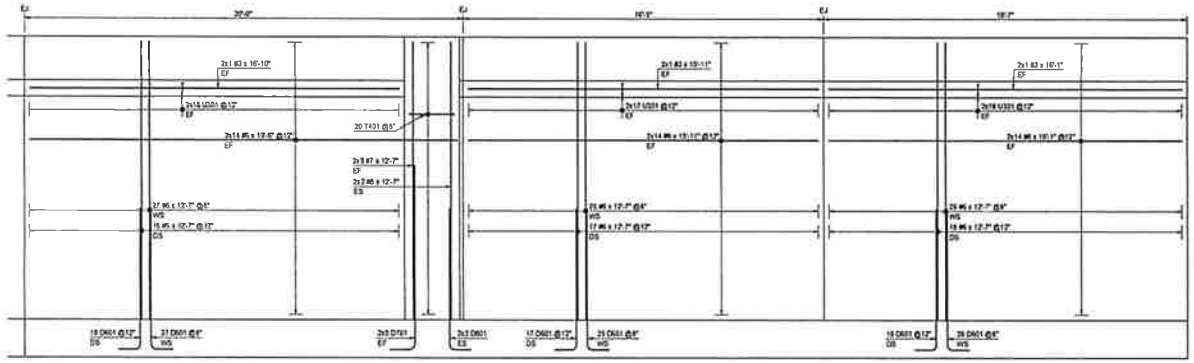
ALL VERIFIES WILL BE ASSUMED CORRECT AS SHOWN UNLESS NOTED OTHERWISE BY APPROVER

SHOP NOTES:
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2. REINFORCING TO BE PLACED TO ACI & CRSI STANDARDS
3. REINFORCING BEND TYPES ARE TAKEN FROM CRSI STANDARDS
4. NO WELDING OF REINFORCING SHALL BE PERMITTED

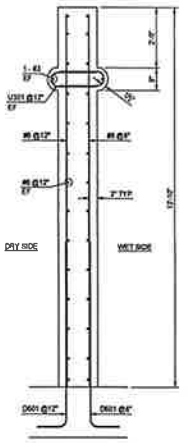
REV	DATE	DESCRIPTION
B	4/15/26	FOR APPROVAL
A	3/18/26	FOR APPROVAL



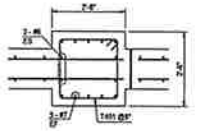
WALL B1



WALL B2

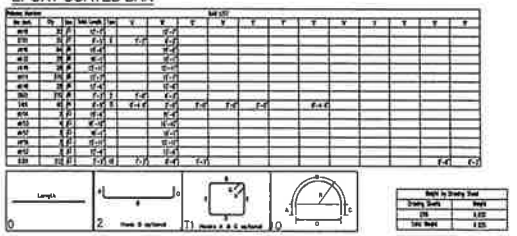


TYP. WALL SECTION



TYP PIER SECTION

EPOXY COATED BAR



SPLICE LENGTHS		ABBREVIATIONS	
BARS SPACED GREATER THAN 4"	BARS SPACED LESS THAN OR EQUAL TO 4"	BOTTOM	BOT
#3 - 14"	#3 - 20"	TOP & BOTTOM	T&B
#4 - 19"	#4 - 32"	EACH FACE	EF
#5 - 25"	#5 - 48"	INNER FACE	IF
#6 - 30"	#6 - 62"	OUTER FACE	OF
#7 - 55"	#7 - 87"	CONTINUOUS	CONT
#8 - 63"	#9 - 107"	WET SIDE	WS
		DRY SIDE	DS

KEY

Mill Certs Req'd. – ☒ Yes ☐ No

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SHOP NOTES:
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3. REINFORCING BEND TYPES ARE TAKEN FROM CRSI STANDARDS
4. NO WELDING OF REINFORCING SHALL BE PERMITTED

REV	DATE	DESCRIPTION
B	4/8/26	FOR APPROVAL
A	3/10/26	FOR APPROVAL

Mid America Steel INC.

DRAWN BY	AJM
DATE	MARCH 2026
CHECKED BY	
REF.	
JOB and LOCATION	FM-25-25 FARGO, ND
ITEM	WALLS
CUSTOMER	KEY CONTRACTING
ARCH. ENG.	HDR
ORDER NO.	26029.03
DRAWING	ER6
REV.	B

Structure	:M-15-J3 FLOOD RISK MANAGEMEN	Location	FARGO, ND
Designer	0	Address:	0
Owner	HDR		
Bid to	0		
Remarks	BID ITEM: 57 F&I FLOODWALL REINF BARS - STEEL		Estimate # E1550
Date	1/9/26	Date Let 1/14/25	Take off by 0

Bar Size	Total Length (ft)	Total Weight (lb)	Size Extra	Cutting hrs	# of 20 ft pcs
#3 ST	0	0	$0.00	0.00	0
#4 ST	0	0	$0.00	0.00	0
#5 ST	0	0	$0.00	0.00	0
#6 ST	19619	29468		18.66	0
#7 ST	0	0	$0.00	0.00	0
#8 ST	0	0	$0.00	0.00	0
#9 ST	0	0	$0.00	0.00	0
#10 ST	0	0	$0.00	0.00	0
#11 ST	0	0	$0.00	0.00	0
#14 ST	0	0	$0.00	0.00	0
#18 ST	0	0	$0.00	0.00	0
ST Bar Total=	19619	29468		18.66	0

Bar Size	Total Length (ft)	Total Weight (lb)	Size Extra	Cutting hrs	Bending hrs
#3 BT	0	0	$0.00	0.00	0.00
#4 BT	1365	912		0.99	4.10
#5 BT	0	0	$0.00	0.00	0.00
#6 BT	19646	29508		18.67	40.52
#7 BT	0	0	$0.00	0.00	0.00
#8 BT	0	0	$0.00	0.00	0.00
#9 BT	0	0	$0.00	0.00	0.00
#10 BT	0	0	$0.00	0.00	0.00
#11 BT	0	0	$0.00	0.00	0.00
#14 BT	0	0	$0.00	0.00	0.00
#18 BT	0	0	$0.00	0.00	0.00
BT Bar Total=	21011	30420		19.67	44.62

	Total Length (ft)	Total Weight (lb)	Size Extra	Cutting hrs	Bending hrs	
TOTALS	40631	59889		38.33	44.62	
	#4 20' WT	0		#4-18 wt=	59889	LBS
				#3 wt =	0	LBS
	TOTAL WEIGHT =	29.9	Tons	Total wt =	59889	LBS

Structure	:M-15-J3 FLOOD RISK MANAGEMEN	Location	FARGO, ND
Designer	0	Address:	0
Owner	HDR		
Bid to	0		
Remarks	BID ITEM: 58 F&I FLOODWALL REINF BARS - EPOXY COATED		Estimate # E1550
Date	1/9/26	Date Let 1/14/25	Take off by 0

Bar Size	Total Length (ft)	Total Weight (lb)	Size Extra	Cutting hrs	# of 20 ft pcs
#3 ST	0	0	$0.00	0.00	0
#4 ST	0	0	$0.00	0.00	0
#5 ST	0	0	$0.00	0.00	0
#6 ST	16217	24357		15.51	0
#7 ST	1078	2203		1.82	0
#8 ST	0	0	$0.00	0.00	0
#9 ST	0	0	$0.00	0.00	0
#10 ST	0	0	$0.00	0.00	0
#11 ST	0	0	$0.00	0.00	0
#14 ST	0	0	$0.00	0.00	0
#18 ST	0	0	$0.00	0.00	0
ST Bar Total=	17295	26561		17.33	0

Bar Size	Total Length (ft)	Total Weight (lb)	Size Extra	Cutting hrs	Bending hrs
#3 BT	735	276		0.49	0.70
#4 BT	1323	884		0.86	1.75
#5 BT	112	117		0.12	0.12
#6 BT	6641	9975		10.88	9.78
#7 BT	1455	2974		3.22	2.96
#8 BT	0	0	$0.00	0.00	0.00
#9 BT	0	0	$0.00	0.00	0.00
#10 BT	0	0	$0.00	0.00	0.00
#11 BT	0	0	$0.00	0.00	0.00
#14 BT	0	0	$0.00	0.00	0.00
#18 BT	0	0	$0.00	0.00	0.00
BT Bar Total=	10266	14226		15.56	15.31

	Total Length (ft)	Total Weight (lb)	Size Extra	Cutting hrs	Bending hrs	
TOTALS	27561	40787		32.89	15.31	
	#4 20' WT.	0		#4-18 wt=	40510	LBS
				#3 wt =	276	LBS
	TOTAL WEIGHT =	20.4	Tons	Total wt =	40787	LBS

2600

HES, INC.
PO BOX 740
West Fargo, ND 58078 277-5544

697526

SOLD TO: EXCAVATING INC.

ADDRESS: 651 5th St. Court NW

CITY, STATE, ZIP: West Fargo, ND 58078 277-1884

SOLD BY: JH

C.O.D.: 8-24-26

ORDERED	SHIPPED	DESCRIPTION	UNIT	UNIT	AMOUNT
		8-17 thru 8-20-26 HES PERFORMED ALL OF THE ASBESTOS ABATEMENT			
		AT TWO HOUSES AT 1502 & 1514 S River Road in Fargo, ND. 58103			
		TOTAL DUE ALL = $ 7,000.00			
			TOTAL DUE		$ 7,000 .00
		THANK YOU !!			

HEINEN ENVIRONMENTAL SERVICES

P.O. Box 740
West Fargo, ND 58078-0740
701-277-5544

DATE:8-24-26

ASBESTOS ABATEMENT FINAL REPORT

PREPARED FOR:EXCAVATING INC.
651 5th St. Court NW
West Fargo, ND 58078
277-1884

FROM:JIM HEINEN / HES, INC.
PO BOX 740
West Fargo, ND 58078
277-5544

PROJECT ABATEMENT LOCATION:1502 River Road S. in Fargo, ND 58103

PROJECT ABATEMENT MATERIALS & WORK AREA:FLOOR TILE & MASTIC IN BSMT FLOOR.

PROJECT REMOVAL DATES:8-18, 19 -26

ND ON SITE ASBESTOS SUPERVISOR & INSPECTOR:JIM HEINEN ND#:814

Jim Heinen

PROJECT ABATEMENT SUMMARY
HES PERFORMED THE SET UP & WET NON FRIABLE REMOVED & PACKAGED WET ALL FLOOR TILE & GLUE IN THE BSMT. HES THEN WET MOPED & HEPA VACUMED ALL WORK AREAS COMPLETELY. AS OF 8-20-26 ALL ASBESTOS MATERIALS HAVE BEEN REMOVED.

HEINEN ENVIRONMENTAL SERVICES

P.O. Box 740
West Fargo, ND 58078-0740
701-277-5544

DATE:8-24-26

ASBESTOS ABATEMENT FINAL REPORT

PREPARED FOR:EXCAVATING INC.
651 5th St. Court NW
West Fargo, ND 58078
277-1884

FROM:JIM HEINEN / HES, INC.
PO BOX 740
West Fargo, ND 58078
277-5544

PROJECT ABATEMENT LOCATION:1514 S. River Road in Fargo, ND 58103

PROJECT ABATEMENT MATERIALS & WORK AREAS:ROOF CHIMMNEY MASTIC & BSMT. CEILING IN STAIRWAY CEILING TEXTURE.

PROJECT REMOVAL DATE:8-17-26

ON SITE ND ASBESTOS INSPECTOR & SITE SUPERVISOR:JIM HEINEN ND#:814

Jim Heinen

PROJECT ABATEMENT SUMMARY
HES PERFORMED THE ROOF GLUE & BSMT. STAIRS CEILING TEXTURE REMOVAL WET, PACKED IN LEAK TIGHT ASBESTOS LABELED BAGS. HES CLEANED ALL AREAS WET WIPED & HEPA VACUMED AREAS COMPLETELY. AS OF 8-18-26 ALL ASBESTOS MATERIALS HAVE BEEN REMOVED AS OF 8-18-26

North Dakota
Department of Environmental Quality

Asbestos Abatement Contractor License

This is to certify that HEINEN ENVIRONMENTAL SERVICES, INC. is licensed in accordance with Chapter 33.1-15-13 of the North Dakota Air Pollution Control Rules to perform Asbestos Abatement Work in the State of North Dakota.

Expires on December 31, 2026

Certificate No. ND 271

David W. Stradinger, Manager
Asbestos Control Program

LITHO IN U.S.A.

HEINEN ENVIRONMENTAL SERVICES

P.O. Box 740
West Fargo, ND 58078-0740
701-277-5544

North Dakota Department of
Environmental Quality

Jim Peter Heinen

Certificate No: 814

This is to certify that the above individual has met the requirements for certification in the following asbestos abatement discipline(s):

X	Supervisor	Exp: 1/5/2027
	Worker	
X	Inspector	Exp: 1/6/2027
	Management Planner	
	Project Designer	
X	Project Monitor	Exp: 1/5/2027

Asbestos Control Program

REPORT OF ACTION

PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

Project No. BR-27-E4

Type: Negative Final Balancing Change Order #2

Location: 1st Ave N, 3rd St – University Dr

Date of Hearing: 10/5/2026

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Routing	Date
City Commission	10/12/2026
PWPEC File	X
Project File	Matthew Jennings

The Committee reviewed the accompanying correspondence from Project Manager, Matthew Jennings, regarding Negative Final Balancing Change Order #2 in the amount of -$36,289.69, which reconciles the final quantities as measured in the field.

Staff is recommending approval of Negative Final Balancing Change Order #2 in the amount of -$36,289.69, which brings the total contract amount to $200,070.01.

On a motion by Nicole Crutchfield, seconded by Susan Thompson, the Committee voted to recommend approval of Negative Final Balancing Change Order #2 to Q3 Contracting.

RECOMMENDED MOTION

Concur with the recommendations of PWPEC and approve Negative Final Balancing Change Order #2 in the amount of -$36,289.69, bringing the total contract amount to $200,070.01, to Q3 Contracting.

PROJECT FINANCING INFORMATION:

Recommended source of funding for project: Sales Tax

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

Josh Boschee, Mayor	☑	☑	☐
Nicole Crutchfield, Director of Planning	☑	☑	☐
Gary Lorenz, Fire Chief	☑	☑	☐ Ryan Erickson
Michael Redlinger, City Administrator	☑	☑	☐
Ben Dow, Director of Operations	☐	☐	☐
Tom Knakmuhs, City Engineer	☑	☑	☐
Susan Thompson, Finance Director	☑	☑	☐

Tom Knakmuhs, P.E.
City Engineer

ATTEST:

C: Kristi Olson

THE CITY OF Fargo FAR MORE

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

Memorandum

To: Members of PWPEC

From: Matthew Jennings, Project Manager

Date: September 30, 2026

Re: Project No. BR-27-E4 – Negative Final Balancing Change Order #2

Background:

Project No. BR-27-E4 is for locating, uncovering and verifying the depths of private and public utilities and infrastructure within the 1st Avenue North corridor between 3rd Street North and University Drive North.

Q3 Contracting, Inc. is the prime contractor on this project.

Less work than anticipated was required to gather the data required to plan and design 1st Avenue North. Therefore, this final balancing change order is negative.

Attached is Negative Final Balancing Change Order #2 in the amount of -$36,289.69. The Contractor met the requirements of the contract and it has been accepted by the City. This Final Balancing Change Order (FBCO) reconciles the estimated quantities used in the contract with the final quantities as measured in the field.

Original Contract:	$ 234,808.72
Change Order #1	$ 1,550.98
Change Order #2 (FBCO)	$ -36,289.69
Total Contract:	**$ 200,070.01**

Recommended Motion:

Approve Negative Final Balancing Change Order #2 in the amount of -$36,289.69 for to Q3 Contracting, Inc.

THE CITY OF Fargo FAR MORE

CHANGE ORDER REPORT
UTILITY LOCATION VERIFICATION
PROJECT NO. BR-27-E4
ON 1ST AVENUE N BETWEEN 3RD STREET N AND UNIVERSITY DRIVE

Change Order No 2 **Change Order Date** 9/29/2026

Contractor Q3 Contracting, Inc.

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

EXPLANATION OF CHANGE Change Order # 2

Section	Line No	Item Description	Unit	Orig Cont Qty	Prev C/O Qty	Prev Cont Qty	Curr C/O Qty	Tot Cont Qty	Unit Price ($)	C/O Ext Price ($)
Miscellaneous	1	Utility Depth Check	EA	220		220	-46	174	$738.88	-$33,988.48
	2	Vault Depth Check	EA	40		40	-16	24	$1,285.18	-$20,562.88
	3	Mobilization	LS	1		1	1	2	$15,675.42	$15,675.42
	4	Traffic Control - Type 1	LS	1		1	0.5	1.5	$5,172.50	$2,586.25
								Miscellaneous Sub Total		**-$36,289.69**

Summary

Source Of Funding	Sales Tax Funds - Infrastructure - 420
Net Amount Change Order # 2 ($)	-$36,289.69
Previous Change Orders ($)	$1,550.98
Original Contract Amount ($)	$234,808.72
Total Contract Amount ($)	$200,070.01

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

APPROVED
For Contractor
Title SR VP

Jon Moulton

APPROVED DATE
Department Head
Mayor
Attest

REPORT OF ACTION

PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

Project No. SR-26-C1
NDDOT Project No. TMA-TAU-CRP-8-984(183) PCN 24418
Location: South University Dr, 52nd Ave – 88th Ave

Type: Memorandum of Understanding

Date of Hearing: 10/5/2026

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Routing	Date
City Commission	10/12/2026
PWPEC File	X
Project File	Jeremy Gorden

The Committee reviewed the accompanying correspondence from Division Engineer, Jeremy Gorden, regarding a Memorandum of Understanding (MOU) with the Cass County and Fargo Park District relating to the reconstruction of the South University Drive shared use path that runs from 52nd Avenue South to 88th Avenue South.

Once completed, the Fargo Park District will maintain a 10' swath on each side of the path for the 3-mile stretch, as well as plow it in the winter months. The City of Fargo will assume ownership of the new path from 52nd Avenue South to 76th Avenue South. The last mile, from 76th Avenue South to 88th Avenue South, Cass County will retain ownership.

Staff is recommending approval of the MOU with Cass County and the Fargo Park District.

On a motion by Susan Thompson, seconded by Michael Redlinger, the Committee voted to recommend approval of the Memorandum of Understanding with Cass County and the Fargo Park District.

RECOMMENDED MOTION
Concur with the recommendations of PWPEC and approve the Memorandum of Understanding with Cass County and the Fargo Park District.

PROJECT FINANCING INFORMATION:
Recommended source of funding for project: Federal Funds and Sales Tax

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

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

ATTEST:

Tom Knakmuhs, P.E.
City Engineer

C: Kristi Olson

THE CITY OF Fargo FAR MORE

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

Memorandum

To: Members of PWPEC

From: Jeremy M. Gorden, PE, PTOE
Division Engineer – Transportation

Date: October 1, 2026

Re: MOU with Cass County and the Fargo Park District regarding the Reconstruction of the South University Shared Use Path – 52nd Avenue South to 88th Avenue South
Project No. SR-26-C1
NDDOT Project No. TMA-TAU-CRP-8-984(183) PCN 24418

Background:

I have attached a Memorandum of Understanding (MOU) that staff has worked out with representatives from Cass County and the Fargo Park District with regards to the reconstruction of the South University Drive shared use path that runs from 52nd Avenue South to 88th Avenue South. This MOU is also being brought to the Cass County Board of Commissioners and the Fargo Park Board this month.

Once completed, the Fargo Park District will maintain a 10' swath on each side of the path for the 3-mile stretch, as well as plow it in the winter months. The City of Fargo will assume ownership of the new path from 52nd Avenue South to 76th Avenue South, as we have annexed the South University Drive right of way down to the intersection at 76th Avenue South. The last mile, from 76th Avenue South to 88th Avenue South, Cass County will retain ownership.

As a reminder, Cass County Highway Department received Federal Aid Transportation funds to reconstruct this asphalt shared use path along South University Drive from 52nd Avenue South to 88th Avenue South. They have been the lead agency on project development.

The project construction cost estimate is $2,884,473. Cass County received $1,735,297 in Federal Aid. Cass County's share is estimated to be $944,257, and the City of Fargo share is estimated at $204,917. Our local funding will be Infrastructure Sales Tax Funds.

The project is slated to be bid on November 20, 2026, with construction to take place in 2027.

Recommended Motion:

Approve the MOU with Cass County and the Fargo Park District for the reconstruction of the South University Drive shared use path, City Project No. SR-26-C1.

JMG/klb
Attachments

Memorandum of Agreement

Cass County, City of Fargo, and Fargo Park District

Cass County 81 / University Shared-Use Path from 52nd Avenue to 88th Avenue

THIS AGREEMENT, made and entered into by and between the **City of Fargo, a North Dakota municipal corporation**, having an address of 225 4th Street North, Fargo, North Dakota 58102 (the "City"), **Cass County, a North Dakota political subdivision**, having an address of P.O. Box 2806, Fargo, North Dakota 58108-2806 (the "County"), and the **Fargo Park District**, a North Dakota political subdivision, having an address of 6100 38th St. S., Fargo, North Dakota 58104 (the "Park District"). The City, County, and Park District may individually be referred to as a "Party" and collectively as the "Parties."

Background:

Cass County is proposing a construction project for the **Cass County 81 / University Shared-Use Path from 52nd Avenue to 88th Avenue**. The project will replace the existing asphalt shared-use path with a new concrete shared-use path, providing an improved and more durable facility for pedestrians and bicyclists.

The replacement of the existing asphalt path with a new concrete path will improve the condition, longevity, and usability of the shared-use path and provide a safer and more effective connection for pedestrians and bicyclists in the area.

The shared-use path will benefit the County, City, Park District, and surrounding residents by providing an off-street connection for non-motorized transportation and improving connectivity within the area.

The Parties wish to work together on the construction and maintenance of the shared-use path pursuant to the terms and provisions of this Agreement.

Provisions of Agreement:

1) Cost Share:
The County will be responsible for ninety percent (90%) of the local funds required for the construction of the proposed improvements related to the project. The City will be responsible for ten percent (10%) of the local funds required for the construction of the proposed improvements. The cost share percentages identified herein will apply to the local funds remaining after any applicable grant funds or other outside funding sources have been allocated to the project.

In addition to the City's ten percent (10%) cost share, the City will be responsible for one hundred percent (100%) of the costs associated with any additional crossings added to the project at the request of the City that are not included in the base project scope.

The Fargo Park District will have no financial responsibility for the construction costs of the proposed improvements.

2) Shared-Use Path Maintenance, Signage, and Striping:
The County will be responsible for general maintenance and repairs of the shared-use path, including any costs associated with such maintenance and repairs. The City of Fargo has currently annexed the area of the project extending to 76th Avenue. Upon completion of the project, the City will assume responsibility for general maintenance and repairs of the shared-use path from 52nd Avenue to 76th Avenue.

The County will remain responsible for general maintenance and repairs of the shared-use path from 76th Avenue to 88th Avenue, including all associated costs, until such time as additional portions of the shared-use path are annexed into the City of Fargo. Upon future annexation of any portion of the shared-use path between 76th Avenue and 88th Avenue, responsibility for general maintenance and repairs of the annexed portion shall transfer to the City.

Upon completion of the project, the City will also assume responsibility for all signage and striping of the shared-use path from 52nd Avenue to 76th Avenue, including all associated costs. The County will be responsible for signage and striping of the shared-use path from 76th Avenue to 88th Avenue, including all associated costs, until such time as additional portions of the shared-use path are annexed into the City of Fargo. Upon future annexation of any portion of the shared-use path between 76th Avenue and 88th Avenue, responsibility for signage and striping of the annexed portion shall transfer to the City.

The Fargo Park District will be responsible for winter maintenance of the shared-use path, including snow removal, and all costs associated with such winter maintenance. The Fargo Park District shall also be responsible for mowing and providing all weed control within a 10-foot buffer area on each side of the shared-use path (the "Buffer Area"). The Park District's responsibility for winter maintenance, mowing, and weed control within the Buffer Area will continue regardless of whether all or portions of the shared-use path are subsequently annexed into the City of Fargo, unless otherwise agreed to in writing by the Parties.

3) Term:
The term of this Agreement will be twenty (20) years. This Agreement will automatically renew for successive periods of five (5) years unless terminated by any Party. Any Party may terminate this Agreement by providing one (1) year written notice to the other Parties.

4) Liability:
The employees and officers of a Party are deemed to be employees of that Party. The limits of liability for some or all of the Parties may not be added together to determine the maximum amount of liability for each Party. Any and all liability of the Parties related to the terms of this Agreement will be limited to the amounts specified by the statutory requirements set forth in North Dakota Century Code § 32-12.1-03, irrespective of whether any Party may have waived the limit on liability set forth in those chapters. These statutory limitations may not be stacked to increase the maximum amount of liability for each Party.

5) Release and Waiver:
In consideration of the mutual promises of the Parties and to the fullest extent permitted by law, each Party assumes all risk of personal injury or death and property damage or loss from whatever causes arising while that Party, its agents, employees or designees are conducting work pursuant to this Agreement and each Party releases the other Parties, their officers, employees, agents or designees relating to or arising out of that Party's, its agents, employees or designees work pursuant to this Agreement, whether known or unknown, foreseen or unforeseen, liquidated, unliquidated, fixed, contingent, material or immaterial, disputed or undisputed, suspected or unsuspected, asserted or unasserted, direct or indirect, at law or in equity, from the beginning of time, and each Party understands and acknowledges the significance of such release and waiver and hereby assumes full responsibility for any injuries, damages or losses that it may incur as a result of its execution of this Agreement.

6) Notice:
Any notice or election required or permitted to be given or served by any Party to this Agreement upon any other Party will be deemed given or served in accordance with the provisions of this Agreement if said notice or election is (a) delivered personally, or (b) mailed by United States certified mail, return receipt requested, postage prepaid, and in any case properly addressed as follows:

If to the City:
City of Fargo
ATTN: City Engineer
225 4th Street North
Fargo, ND 58102

If to the County:
Cass County
ATTN: County Engineer
P.O. Box 2806
Fargo, ND 58108-2806

If to the Park District:
Fargo Park District
ATTN: Executive Director
6100 38th St. S.
Fargo, ND 58104

Each such mailed notice or communication will be deemed to have been given on the date the same is deposited in the United States mail. Each such delivered notice or communication will be deemed to have been given upon delivery. Any Party may change its address for service of notice in the manner specified in this Agreement.

7) Time is of the Essence:
Time is of the essence of each provision of this entire Agreement and of all of the conditions thereof.

8) Entire Agreement:
This Agreement constitutes the entire and complete agreement between the Parties and supersedes any prior oral or written agreements between the Parties with respect to the subject premises. It is expressly agreed that there are no verbal understandings or agreements which in any way change the terms, covenants and conditions set forth herein, and that no modification of this Agreement and no waiver of any of its terms and conditions will be effective unless in writing and duly executed by the Parties.

9) Amendments:
No amendment, modification, or waiver of any condition, provision or term will be valid or of any effect unless made in writing signed by the Party or Parties to be bound, or a duly authorized representative, and specifying with particularity the extent and nature of such amendment, modification or waiver.

10) No Forbearance:
The failure or delay of any 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 of those terms, and those terms will continue and remain in full force and effect as if no forbearance had occurred and will not affect the validity of this Agreement, or the right to enforce each and every term of this Agreement.

11) Remedies:
Except as expressly and specifically stated otherwise, nothing herein will limit the remedies and rights of the Parties under and pursuant to this Agreement.

12) Binding Effect:
All covenants, agreements, warranties and provisions of this Agreement will be binding upon and inure to the benefit of the Parties and their respective successors and assigns. When used herein, the singular will include the plural, the plural will include the singular, and the use of one gender will include all other genders, as and when the context so requires.

13) Governing Law:
This Agreement has been made and entered into under the laws of the State of North Dakota, and said laws will control its interpretation. Any litigation arising out of this Agreement will be venued in State District Court in Cass County, North Dakota, and the Parties waive any objection to venue or personal jurisdiction.

14) Rules of Construction:
The Parties acknowledge that they have had the opportunity to review this Agreement, and that they have an equal bargaining position in this transaction. No rule of construction that would cause any ambiguity in any provision to be construed against the drafter of this document will be operative against any Party.

15) Representation:
The Parties, having been represented by counsel or having waived the right to counsel, have carefully read and understand the contents of this Agreement, and agree they have not been influenced by any representations or statements made by any other Parties.

16) Headings:
Headings in this Agreement are for convenience only and will not be used to interpret or construe its provisions.

Approved by:

CASS COUNTY

Date: _____

_____

Chair, Cass County Board of Commissioners

_____

Finance Director, Cass County

CITY OF FARGO

Date: _____

_____

Mayor, City of Fargo

_____

City Auditor, City of Fargo

FARGO PARK DISTRICT

Date: _____

_____

President, Fargo Park District Board of Commissioners

_____

Executive Director, Fargo Park District

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COVER SHEET
CITY OF FARGO PROJECTS

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

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

SIDEWALK & SHARED USE PATH REPLACEMENT

Project No. SR-26-C

Call For Bids October 12, 2026

Advertise Dates N/A (Cass County), 2026

Bid Opening Date November 20 (NDDOT), 2026

Substantial Completion Date October 1, 2027

Final Completion Date October 31, 2027

X PWPEC Report (Attach Copy)

X Engineer's Report (Attach Copy)

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

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

N/A Notice to Property Owners (Doug Durgin)

Project Engineer Eric Hodgson

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:

N/A Create District (Attach Copy of Legal Description)

N/A Order Plans & Specifications

N/A Approve Plans & Specifications

N/A Adopt Resolution of Necessity

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

N/A Assessment Map (Attach Copy for Auditor's Office Only)

REPORT OF ACTION

PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

Project No. SR-26-C1

Type: 2026 CIP Revision

Location: S Univ Dr, 52nd – 88th Ave S

Date of Hearing: 9/8/2026

Routing	Date
City Commission	10/12/26
PWPEC File	X
Project File	Jeremy Gorden

The Committee reviewed a communication from Division Engineer, Jeremy Gorden, regarding the addition of Project No. SR-26-C1 to the 2026 CIP.

The Cass County Highway Department received Federal Aid Transportation funds to reconstruct the existing asphalt shared use path along South University Drive. They have been the lead agency on the project. The City of Fargo and the Fargo Park District are project partners. Engineering is requesting approval to add Project No. SR-26-C1 to the 2026 CIP.

The estimated construction cost for this project is $2,884,473. Cass County received $1,735,297 in Federal Aid. Cass County's share is estimated to be $944,257, and the City of Fargo share is estimated at $204,917.

On a motion by Gary Lorenz, seconded by Mark Williams, the Committee voted to recommend approval of adding Project No. SR-26-C1 to the 2026 CIP.

RECOMMENDED MOTION
Concur with the recommendations of PWPEC and approve the addition of Project No. SR-26-C1 to the 2026 CIP.

PROJECT FINANCING INFORMATION:
Recommended source of funding for project: Fed, County, & City

	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
	☑			☑
Josh Boschee, Mayor	☐	☐	☐	
Nicole Crutchfield, Director of Planning	☑	☑	☐	Mark Williams
Gary Lorenz, Fire Chief	☑	☑	☐	
Michael Redlinger, City Administrator	☐	☐	☐	
Ben Dow, Director of Operations	☑	☑	☐	
Tom Knakmuhs, City Engineer	☑	☑	☐	
Susan Thompson, Finance Director	☑	☑	☐	

ATTEST:

Tom Knakmuhs, P.E.
City Engineer

C: Kristi Olson

ENGINEER'S REPORT

SIDEWALK & SHARED USE PATH REPLACEMENT

PROJECT NO. SR-26-C

Nature & Scope

The City of Fargo, in cooperation with the North Dakota Department of Transportation, Federal Highway Administration, Cass County, and Fargo Park District is proposing to replace an existing shared used path that runs along the east side of University Drive, south of 52nd Street to 78th Avenue South.

The project will consist of replacing an asphalt shared use path with a concrete shared use path.

Purpose

The City of Fargo, the Fargo Park District, and Cass County have identified this path as an important path to maintain. The path expands the City's pedestrian infrastructure needed to maintain proper movement patterns for the residents of Fargo and the County.

Feasibility

The estimated cost of construction is $ 2,875,416.50. The project will be funded by Federal Carbon Reduction Funds, Cass County District Funds and Infrastructure Sales Tax funds. The cost breakdown is as follows:

Construction Cost		$	2,875,416.50
Amount Federally Funded		$	1,735,297.00
Amount Cass County Funded		$	944,357.55
Amount Locally Funded (10%)		$	195,761.95
Plus 4% Administration Fee:		$	7,830.48
Plus 4% Interest Fee:		$	7,830.48
Plus 3% Legal/Miscellaneous Fee:		$	5,872.86
Plus 5% Contingency:		$	9,788.09
Total Estimated Construction Cost:		**$**	**227,083.86**
Project Funding Summary			
Federal CRP Funds	59.70%	$	1,735,297.00
Cass County Funds	32.49%	$	944,357.55
Infrastructure Sales Tax Funds	7.81%	$	227,083.86

We believe this project to be cost effective.

REGISTERED PROFESSIONAL ENGINEER
TOM KNAKMUHS
PE-10059
DATE: 10/7/26
NORTH DAKOTA

Thomas Knakmuhs, P.E.
City Engineer

25

THE CITY OF Fargo FAR MORE

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: 10/5/2026

Receive & File: General Fund Sales Tax Update – September 30, 2026
General Fund Budget to Actual – July 31, 2026
General Fund Budget to Actual – August 31, 2026

Action Needed: Various Financial Approvals
FAHR endorsed the respective departments' requests for City Commissions approval. Supporting schedules are included.

Approval:

Planning – Parking Update (RFP26022)

Information Services – Arctic Wolf (EX27006)

Award & Budget Adjustments:

Police – DOT Grant funding CFDA #20.600, 20.608 and 20.616

Police – Federal Seized Asset Budget Adjustment – IDEMIA

Fire – SHSP 2025 Grant Award

City of Fargo

Comparative Sales Tax Analysis of All Sales Tax Revenue - ACCRUAL BASIS

Data as of 10/1/2026

					2% Sales Tax				
Payment Date	**Collection Month**	**County Amount**	**County Collections**	**County Growth %**	**PSST Amount**	**Infra & FC Amount**	**Infra & FC Collections Total Amount**	**City Total Amount**	**City Growth %**
			14,583,146.29	**15.68%**			**41,105,670.62**	**46,243,879.43**	**10.57%**
	Dec-26	-			-	-			
	Nov-26	-			-	-			
	Oct-26	-			-	-			
	Sep-26	-			-	-			
	Aug-26	-			-	-			
9/22/2026	Jul-26	2,159,431.36			762,144.85	6,097,158.79			
8/21/2026	Jun-26	2,622,745.68			920,555.73	7,364,445.85			
7/22/2026	May-26	2,521,481.29			842,911.06	6,743,288.50			
6/22/2026	Apr-26	1,624,663.49			568,289.22	4,546,313.81			
5/21/2026	Mar-26	2,106,649.76			753,481.55	6,027,852.45			
4/22/2026	Feb-26	1,991,327.23			736,819.60	5,894,556.81			
3/21/2026	Jan-26	1,556,847.48			554,006.80	4,432,054.41			
			23,236,103.87	**-0.29%**			**68,274,579.41**	**74,935,830.45**	**-2.22%**
2/23/2026	Dec-25	2,153,670.99			814,634.22	6,517,073.77			
1/23/2026	Nov-25	2,416,687.95			869,473.49	6,955,787.93			
12/19/2025	Oct-25	1,397,583.64			528,563.25	4,228,506.01			
11/24/2025	Sep-25	2,379,895.75			836,408.75	6,691,270.01			
10/21/2025	Aug-25	2,281,923.54			835,497.50	6,683,979.99			
9/22/2025	Jul-25	1,796,292.91			622,825.54	4,982,604.32			
8/21/2025	Jun-25	2,270,466.69			803,789.60	6,430,316.85			
7/22/2025	May-25	2,053,576.19			749,363.21	5,994,905.70			
6/20/2025	Apr-25	1,616,213.54			600,695.48	4,805,564.00			
5/21/2025	Mar-25	1,698,986.33				5,424,656.49			
4/23/2025	Feb-25	1,477,568.31				4,523,059.23			
3/21/2025	Jan-25	1,693,238.03				5,036,855.11			
2/21/2025	Dec-24	2,207,030.88	**23,304,345.12**	**0.86%**		6,626,714.99	**69,824,744.71**		**0.83%**
1/21/2025	Nov-24	2,281,112.22				6,540,733.39			
12/20/2024	Oct-24	1,764,529.62				5,342,358.63			
11/22/2024	Sept-24	2,257,740.11				6,622,406.84			
10/21/2024	Aug-24	2,088,361.27				6,284,633.45			
9/21/2024	July-24	1,746,626.42				5,168,111.30			
8/21/2024	June-24	2,659,707.17				7,859,913.01			
7/22/2024	May-24	1,348,902.41				4,252,926.43			
6/24/2024	Apr-24	1,759,660.73				5,404,517.72			
5/21/2024	Mar-24	2,276,388.27				6,980,911.25			
4/22/2024	Feb-24	1,023,591.77				3,163,097.74			
3/21/2024	Jan-24	1,890,694.25				5,578,419.96			
2023 Collections			**23,106,462.71**	**8.18%**			**69,250,461.96**		**4.02%**
2022 Collections			**21,358,922.89**	**-2.56%**			**66,571,120.26**		**4.28%**
2021 Collections			**21,920,710.74**	**31.11%**			**63,840,810.53**		**29.90%**
2020 Collections			**16,719,327.13**	**0.30%**			**49,146,842.57**		**-5.00%**
2019 Collections			**16,670,136.34**	**6.04%**			**51,732,824.69**		**7.36%**
2018 Collections			**15,720,221.20**				**48,185,965.90**		
2017 Collections			**2,796,024.89**						
Totals Since 2019			**$ 179,415,401**				**$ 536,975,077**		

City of Fargo, North Dakota

General Fund - Budget to Actual

Unaudited Monthly Financial Statements - July 31, 2026

Amounts shown in thousands

		YTD Budget	YTD Actual	YTD Variance
REVENUES:				
1	Taxes	$ 42,875	$ 44,020	$ 1,145
2	Licenses & Permits	3,932	3,421	(511)
3	Intergovernmental Revenue	17,608	17,406	(202)
4	Charges for Services	8,048	9,188	1,141
5	Fines & Traffic Tickets	1,154	1,013	(141)
6	Interest	3,792	6,528	2,737
7	Miscellaneous Revenue	462	888	425
8	Transfers In	12,519	12,526	7
Total Revenues		**$ 90,390**	**$ 94,990**	**$ 4,601**
EXPENDITURES:				
9	General Government	$ 17,245	$ 15,717	$ 1,528
10	Public Safety	36,182	34,272	1,910
11	Public Works	9,149	8,616	533
12	Health & Welfare	8,856	7,660	1,196
13	Culture & Recreation	3,249	3,090	159
14	Economic Development	32	22	10
15	General Support	682	841	(158)
17	Operating Transfers	7,820	7,838	(17)
18	Contingency (Salary Savings)	(907)	(2)	(905)
Total Expenditures		**$ 82,308**	**$ 78,054**	**$ 4,254**
Revenue Over (Under) Expenditures		**$ 8,082**	**$ 16,936**	**$ 8,854**

1 Higher YTD Property Tax Receipts - budget at 95%, anticipating early payments.
2 Building-related permits/fees are trending below budget.
4 Timing with Street Projects and related Engineering Fee CIP Fees.
6 Interest earnings will dimish over the year as balances decrease.
9-12 Combination of Salary Savings and Timing of Expenses
18 Anticipated salary savings reflected within department group, not contingency.

City of Fargo, North Dakota

General Fund - Budget to Actual

Unaudited Monthly Financial Statements - August 31, 2026

Amounts shown in thousands

		YTD Budget	YTD Actual	YTD Variance
REVENUES:				
1	Taxes	$ 44,406	$ 44,257	$ (150)
2	Licenses & Permits	4,448	3,792	(655)
3	Intergovernmental Revenue	19,652	19,039	(613)
4	Charges for Services	10,717	11,149	432
5	Fines & Traffic Tickets	1,334	1,147	(187)
6	Interest	4,333	6,390	2,057
7	Miscellaneous Revenue	548	915	368
8	Transfers In	14,463	14,476	13
Total Revenues		**$ 99,901**	**$ 101,165**	**$ 1,265**
EXPENDITURES:				
9	General Government	$ 19,497	$ 18,181	$ 1,316
10	Public Safety	41,057	38,749	2,308
11	Public Works	10,490	9,975	515
12	Health & Welfare	10,067	8,705	1,362
13	Culture & Recreation	3,698	3,521	177
14	Economic Development	37	22	14
15	General Support	746	988	(242)
17	Operating Transfers	8,233	8,198	34
18	Contingency (Salary Savings)	(1,034)	(3)	(1,031)
Total Expenditures		**$ 92,791**	**$ 88,336**	**$ 4,455**
Revenue Over (Under) Expenditures		**$ 7,110**	**$ 12,829**	**$ 5,719**

2 Building-related permits/fees are trending below budget.
3 State Aid & Highway Funds slightly below budget; timing w/ grants.
6 Interest earnings will dimish over the year as balances decrease.
9-12 Combination of Salary Savings and Timing of Expenses
18 Anticipated salary savings reflected within department group, not contingency.

MEMORANDUM

TO: Board of City Commissioners

FROM: Mark Williams, Assistant Planning Director

DATE: September 30, 2026

RE: Downtown Parking Operator Technology Updates (RFP26022)

Background:
In April 2025, the City kicked off a comprehensive study of parking in downtown which 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.

On September 26, an Informational Meeting was held for City Commission where findings of the study were presented and direction of the draft Request for Proposals were shared and discussed. The study can be found online at: https://fargond.gov/live/parking/parking-studies-maps.

Following an extensive RFP process, the evaluation committee presented the preferred parking operator, PCI Municipal Services which was unanimously approved at the February 17, 2026 City Commission meeting and the five-year Downtown Parking Operator Contract (RFP26022) with PCI was approved at the April 27, 2026 City Commission meeting. PCI Municipal Services' proposal outlined how they would operate Fargo's parking program technology upgrades including hardware and software, operations and services which began June 1, 2026. PCI's management contract is a cost-plus structure which allows for robust data collection, cohesive operation of services and staff efficiencies allowing for a unified approach to manage the operation costs and revenue at finer detail for future city budget analysis and strategic decision making.

The City of Fargo currently utilizes Inflow and TIBA parking access and revenue control technology within its four municipal parking garages. As part of RFP26022 for Municipal Parking Operator Services, PCI Municipal Services proposed evaluating and improving the City's parking technology and presented three potential technology solutions for consideration. Since PCI assumed operation of the City's parking system, PCI and City staff have continued evaluating the available options and the needs of Fargo's parking operation. Based on that review, staff and PCI recommend moving forward with RISETEK's VERGE data analytics platform and technology for the City's four parking garages.

The recommended solution will provide the City with a centralized platform for parking data and analytics, including garage utilization, occupancy, permit activity, historical trends, license plate activity, and operational reporting. The VERGE platform is also designed to integrate with other parking technologies and provide a single source for parking system data.

Licensing and support cost of the current, under-performing system (TIBA and Inflow parking access and revenue control technology) is approximately $180,479.76 over a three-year period. The three-year total cost for the license and support of the RISETEK system will be approximately $163,200. This does not include the $48,691 retrofitting for new cameras and hardware. The TIBA system in the Mercantile Ramp and the Civic Ramp is outdated and will cost approximately $36,506 for updates. Those costs are able to be applied to the proposed RISETEK retrofitting costs. The remaining balance will be covered by the 241 Parking Capital account.

Recommendation: To authorize the purchase, install and implementation of RISETEK cameras and software by PCI Municipal Services, LLC on behalf of Park Fargo.

Summary

The City of Fargo should consolidate parking access equipment, cameras, and software across all four municipal garages. The current mix of providers (i.e. hardware and software technology) has resulted in extended downtime, inconsistent service, and uncollected revenue. A single frictionless system would improve equipment reliability, patron access, revenue collection, and maintenance efficiency while distributing licensing costs across all four locations.

Purpose of Report

The City of Fargo parking study defined the need to establish a comprehensive asset maintenance program (AMP) for its parking garages to facilitate planning, funding and implementation of the upkeep of these facilities.

Implementation of a comprehensive parking structure AMP is critical to protect the City of Fargo's substantial capital investments, maximize the structures' service lives, minimize cost and operational impacts related to repairs, and maximize patron safety and experience.

- Move all garages to one software and camera system
- Refine the service model to ensure equipment remains online
- Park Fargo would remain the contract holder with Risetek allowing the City of Fargo to retain ownership of the Risetek technology.

Methods

Inflow is the current service provider at NP and ROCO. NP has been online for 3 ½ days since the garage went live in December of 2025 at a cost of $456/week plus service fees for individual sessions. ROCO has been online about 70% of that same timeframe. As the merchant of record, PCI Municipal services is liable for updating PCI compliance for credit card transactions. Nortec was the provider at Mercantile and Civic at the time of the RFP. At that time updating the current non-functioning equipment was the necessary option to further evaluate the existing technology. Though the contracted upgrades have not taken place, the recommendation is now to consolidate all systems and equipment.

Findings and Conclusions

A substantial amount of revenue has been left uncollected due to the ineffectiveness of the current equipment providers. The conversion to frictionless equipment at all four garages is recommended as a means achieve the goals outlined in the 2025 City of Fargo parking study.

PCI recommends shifting to RISETEK Global parking technology. RISETEK delivers customized intelligent solutions for parking and transportation that leverage real-time data from a diverse range of technologies. It has decades of real-world operational experience that allows them to work with City of Fargo and PCI Municipal Services to design a custom solution that actually

Summary

helps their operation. RISETEK's flexibility results in cost effective and less disruptive solutions, making us the perfect partner for your program. PCI uses RISETEK in several cities and the performance has been greater than other vendors used previously. RISETEK understands Fargo's program goals to design the optimal solution to:

- Increase revenue with fully functioning equipment in all 4 garage locations
- Correct the existing InFlow system (installed in RoCo and NP) that has operated intermittently without vendor support resulting in substantial lost revenues.
- Allow easier access for patrons to enter and exit parking garages
- Lower repair costs with gate arm damage
- Standardized data collection for reporting and review

Recommendations

- Install Risetek cameras and software in all 4 garage locations.
- Spread the cost of the licensing over 4 locations rather than 2
- Create "how-to" video to teach the registration process to new users

Current Rate Inflow 2 garages (4 lanes)			3 year total
Inflow	$45,160	Annual Rate	$135,479.76
TIBA	$15,000	Annual Rate	$45,000.00
			$180,479.76

Summary

Timeline

- May/June short term fix was to upgrade TIBA for PCI compliance while we assessed the operation
- Civic Garage had been open and free for almost a full month with gate issues
- Repairs were made immediately, but the repairs were band-aid repairs rather than proper upgraded equipment
- June approval was given to TIBA/Nortech to proceed with equipment upgrades
- No shows and schedule delays have given us the opportunity to assess the current equipment
- July was Street Fair and we learned the ability to charge an event rate was more challenging than necessary for a simple process
- TIBA was down at Mercantile much of the weekend when the rate failed and support was unavailable.
- Internal mechanisms failing as the weather changes point to additional necessary upgrades and repairs to remain operational.
- Cameras at ROCO have been down approximately 30% of the time Park Fargo has been in place. Cameras at NP have worked a total of 3 days.
- September-Service inabilities from the current provider are a key component to make a change. The cost of Inflow monthly is $4,511.33 + fees with transient parkers $.65/transaction.
- Revenue at NP is based on 195 paid transient parkers in September. Conversely, ROCO had 1,329 paid parkers during the same month.
- We have no current contract with Inflow
- Consolidating the systems to one dashboard allows for universal data collection to better make decisions to align with the 2025 Parking Study
- Parking enhancements per the 2025 Parking Study slated for year 2
- October-The recommendation of PCI after 4 months of review is to make the parking equipment enhancement upgrades now.
- Best Practices have demonstrated $1,800 in citation revenue at ROCO
- With increased enforcement, we are seeing an uptick in compliance with paid/registered sessions
- No enforcement possible at NP with current technology being inoperable
- Yesterday our camera system reflected 7 cars in the NP garage, a physical count was 134 vehicles
- We had a total of 7 registered sessions (not an accurate reflection)
- We are currently paying $2,500/month for equipment at NP that serves no purpose

Park FARGO

PCI Municipal Services / City of Fargo

Solution: Frictionless Solution VERGE BI / FLPR

Date: August 18, 2026

RISETEK GLOBAL

Editable proposal workbook

VERGE 360 LICENSE							
Item	Seats	Facilities		Year 1	Year 2	Year 3	Contract Total
VERGE 360 License	5 Concurrent Seats	4 Facilities		$48,000	$48,000	$48,000	$144,000
Sub-Total				**$48,000**	**$48,000**	**$48,000**	**$144,000**

FRICTIONLESS TECHNOLOGY							
Site / Component	Type / Notes	Lanes	Cost Per Lane	Year 1 Total	Year 2 Support	Year 3 Support	Contract Total
NP Ramp	FLPR	2	$3,976	$7,952	$2,400	$2,400	$12,752
Roberts Common Ramp	FLPR	2	$3,976	$7,952	$2,400	$2,400	$12,752
Mercantile Garage	FLPR	3	$3,976	$11,928	$2,400	$2,400	$16,728
Civic Ramp	FLPR	2	$3,976	$7,952	$2,400	$2,400	$12,752
Installation & Commissioning				$7,657			$7,657
Electrical	estimated cost			$4,500			$4,500
Shipping	estimated cost			$750			$750
Sub-Total				**$48,691**	**$9,600**	**$9,600**	**$67,891**
PROJECT TOTAL				**$96,691**	**$57,600**	**$57,600**	**$211,891**

PROJECT NOTES

1) Costs associated with integrations with 3rd party solutions will be borne by client.
2) Client responsible for data service / expense required for the system to operate.
3) Electrical work estimated. Cost to be billed at actual amount.
4) Quote good for 60 days from issuance.
5) Sales tax, if applicable, will be added to the final cost at Client's expense.
6) 50% deposit due prior to work commencement. Remaining balance due within 21 days of client acceptance.
7) System warranty for 12 months from the date of client acceptance, parts and labor.

THE CITY OF Fargo FAR MORE

Information Services
Fargo City Hall
225 4th Street North
Fargo, ND 58102-4817
www.FargoND.gov

October 6, 2026

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

RE: Network Center Inc (EX27006)

Dear Commissioners;

In 2022, using State and Local Cybersecurity Grant Program (SLCGP) funds, the City of Fargo purchased an MDR (Managed Detection and Response) plan from Arctic Wolf. The grant funding model, at that time, allowed direct purchases from a competitively solicited master purchasing agreement. The original contracting vehicle for this purchase was the National Cooperative Purchasing Alliance (NCPA). We used that purchasing agreement to fund our original contract purchase. This was funded 90% by the federal grant program.

This Arctic Wolf MDR solution provides 24/7 monitoring, detection, and automated responses to cyber incidents. This is done through software installed on end points and deep integrations with our various cyber security systems. These integrations take time to implement and are done on a system-by-system basis.

Our current contract with Network Center, Inc. for the Arctic Wolf solutions expires on Jan 9, 2027.

We are very happy with the present solution from Arctic Wolf. But, in preparation for the renewal, we contacted two of their MDR competitors to get preliminary estimates of competing solutions. There are numerous vendors in the MDR space providing a wide variety of levels of service.

After notifying Arctic Wolf that we were soliciting competing proposals, they indicated that they wanted to keep us as a customer. As a result, they have presented us with a proposal that is very attractive. It is a 3-year agreement, paid annually. The base cost for the proposal is just under $64,000. This cost will vary slightly over time as we add and remove services and devices. This cost is around 45% of our current contract costs. This includes basically the same service level we currently have with a decrease in the meeting schedule between Arctic Wolf and City staff from monthly to quarterly.

These costs are very competitive with all the MDR vendors, and the service offering is better than we could get from the comparable vendors. Since we have spent several years configuring our cybersecurity solutions to send data to Arctic Wolf, the amount of staff time and effort that it would take to transition those integration points with a new vendor would be substantial. As such, Information Services would request the renewal of the agreement with Arctic Wolf.

These funds are already included in the 2026 and 2027 budgets for Information Services.

Suggested Motion:

Move to approve the proposal from Network Center, Inc. for the Arctic Wolf MDR and related services (EX27006).

Thank you,

R M Gronneberg

Ron Gronneberg
CIO

Fargo Police Department

Memorandum

To: Chief Travis Stefonowicz

From: Kathy Lormis

Date: September 21, 2026

RE: Acceptance of North Dakota Department of Transportation Grant Funding

---

We have applied for North Dakota Department of Transportation Grant Funding for the fiscal year of 10/1/26 – 9/30/27. We have applied for these grants each year.

The Fargo Police Department has been offered funding in following areas:

Occupant Protection-Seatbelt Enforcement: Award amount is $10,500
Underage Drinking Enforcement: Award amount is $3,000
Impaired Driving Enforcement: Award amount is $18,000
Distracted Driving Enforcement: Award amount is $13,000
Speed Enforcement: Award amount is $13,000

The North Dakota Department of Transportation is making a total of $57,500 in grant money available to the Police Department. There is no requirement for the City of Fargo to match any of the grant funding provided.

Attached please find the letter to the Board of City Commissioners and NDDOT Awarded Contract. Please submit the letter and award for Commission review/approval.

Respectfully,

Kathy Lormis

Kathy Lormis
Payroll and Procurement Assistant

THE FARGO POLICE DEPARTMENT
CHIEF TRAVIS STEFONOWICZ
105 25th Street North
Fargo, ND 58102-4002
Main Line: 701.235.4493 | Fax: 701.297.7789
FargoPolice.com

September 21, 2026

Board of City Commissioners
City Hall
Fargo, ND 58102

RE: Acceptance of North Dakota Department of Transportation Grant Funding for Occupant Protection, Impaired Driving, Distracted Driving Enforcement, Speed Enforcement and Underage Drinking Enforcement and Education Activities (CFDA #20.600, 20.608 and 20.616).

Dear Commissioners:

The North Dakota Department of Transportation is again offering to provide Fargo Police Department with grant funding for the purpose of conducting occupant protection, impaired driving, distracted driving, speed enforcement and underage drinking enforcement and education activities. The funding made available through the National Highway Traffic Safety Administration (NHTSA) is intended to reimburse the Police Department for overtime expenses associated with having officers work extra hours towards conducting the enforcement and education activities.

The Department of Transportation is making a total of $57,500 in grant money available to the Police Department; $18,000 is intended for impaired driving enforcement. The remaining grant funding is $10,500 to be used for occupant protection enforcement, $3,000 for underage drinking enforcement, $13,000 for speed enforcement, and $13,000 for distracted driving enforcement. There is no requirement for the City of Fargo to match any of the grant funding provided.

Recommended Motion:
Sign the North Dakota Department of Transportation Traffic Safety Contract, accept the grant funding in the amount of $57,500 and adjust Police Department's budget line items as follows:

- *Occupant Protection: Account # **101-5045-411-11-01 – PD11** in the amount of $10,500*
- *Underage Drinking Account # **101-5045-411-11-01 – PD12** in the amount of $3,000*
- *Impaired Driving Account # **101-5045-411-11-01 – PD31** in the amount of $18,000*
- *Distracted Driving Account # **101-5045-411-11-01 – PD37** in the amount of $13,000*
- *Speed Enforcement Account# **101-5045-411-11-01 – PD36** in the amount of $13,000*

Please contact me if you have any questions regarding the grant funding or the Police Department's budget adjustment request.

Sincerely,

Travis Stefonowicz
Chief of Police

Cc: Susan Thompson, Finance Director

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 Department

REQUESTED BY: Chief Travis Stefonowicz

PROJECT NUMBER : *PD11, PD12, PD31, PD36 & PD37*

DATE PREPARED: 9/21/2026

DESCRIPTION OF REQUEST: Accept 2026-2027 North Dakota Department of Transportation Grant Funding for Occupant Protection, Impaired Driving, Distracted Driving, Speeding and Underage Drinking Enforcements in the amount of $57,500

REVENUE ACCOUNT NUMBER:		CURRENT BUDGET		REQUESTED ADJUSTMENT		NEW BUDGET
101-0000-331-12-32			$	57,500	$	57,500
			+		= $	-
			+		=	
		TOTAL REVENUE ADJUSTMENTS:	$	57,500		

EXPENSE ACCOUNT NUMBER:		CURRENT BUDGET		REQUESTED ADJUSTMENT		NEW BUDGET
101-5045-411-11-01	Overtime	$ 305,554	$	57,500	$	363,054
			+		= $	-
			+		= $	-
			+		= $	-
			+		= $	-
			+		= $	-
		TOTAL EXPENSE ADJUSTMENTS:				

MONTHLY ALLOCATION (if not evenly over the remaining months of the year)

Jan	Feb	Mar	Apr	May	June
Jul	**Aug**	**Sep**	**Oct**	**Nov**	**Dec**

FINANCE DEPT USE ONLY:

FAHR REVIEWED ON: _____

COMMISSION APPROVED ON: _____

ENTERED BY FINANCE: ***Date:*** _____

By: _____

BA# _____

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MEMO: Ronald J. Henke
Director

FROM: Sheila Kitzan
Highway Safety Division

DATE: September 16, 2026

SUBJECT: Contract Explanation

The purpose of this subaward is to provide funding to the City of Fargo to participate through its Fargo Police Department in the statewide law enforcement overtime programs.

The total subaward budget is $57,500.00

The contact person is Sheila Kitzan (328-2402).

12/slk
Attachment

NDDOT SUBRECIPIENT Agreement No. 12261430
Project No. OP2705-05-00, SC2707-04-00,
ID2710-02-00, DD2711-02-00, & ID2710-12-00

North Dakota Department of Transportation
HIGHWAY SAFETY DIVISION
FEDERAL SUBRECIPIENT AGREEMENT

FEDERAL AWARD AND SUBRECIPIENT INFORMATION

Subrecipient Name: City of Fargo
Subrecipient UEI No.: K2QJQZVH5PM6
Applicant Agency: Fargo Police Department

NDDOT Awarding Official: Karin Mongeon, Highway Safety Division Director
Telephone: (701)328-4434
Email: kamongeon@nd.gov

ALN No.: 20.600, 20.616, and 20.608

ALN Title: State and Community Highway Safety, National Priority Safety Programs, and Minimum Penalties for Repeat Offenders for Driving While Intoxicated

Federal Agency Telephone: 720-963-3100
Federal Agency Email: NHTSA.region8@dot.gov

Awarding Federal Agency: National Highway Traffic Safety Administration
Federal Agency Contact Information: Gina Espinosa-Salcedo

AWARD NAME: Click it or Ticket & Speed Enforcement
FAIN No.: 69A37525300004020ND0

Federal Award Date: November 25, 2024
Total Federal Award Amount: $2,867,025.00

FAIN No.: 69A3752630SUP4020ND0

Federal Award Date: December 1, 2025
Total Federal Award Amount: $150,000.00

FAIN No.: 69A37526300004020ND0

Federal Award Date: January 12, 2026
Total Federal Award Amount: $2,923,275.00

AWARD NAME: Alcohol & Underage Enforcement
FAIN No.: 69A37525300001640NDA

Federal Award Date: May 14, 2025
Total Federal Award Amount: $942,876.00

FAIN No.: 69A37526300001640NDA

Federal Award Date: March 30, 2026
Total Federal Award Amount: $954,077.00

AWARD NAME: Distracted Driving Enforcement
FAIN No.: 69A3752530000405ENDA

Federal Award Date: November 25, 2024
Total Federal Award Amount: $241,290.63

FAIN No.: 69A3752530SUP405ENDA

Federal Award Date: November 25, 2024
Total Federal Award Amount: $15,761.89

FAIN No.: 69A3752530000405ENDL

Federal Award Date: November 25, 2024
Total Federal Award Amount: $219,712.94

FAIN No.: 69A3752530SUP405ENDL

Federal Award Date: November 25, 2024
Total Federal Award Amount: $19,903.75

Budget Start Date: October 1, 2026
Performance Start Date: October 1, 2026
Indirect Cost Rate: N/A

Budget End Date: September 30, 2027
Performance End Date: September 30, 2027
Research & Development Award: No

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

This Subrecipient Agreement is between the state of North Dakota, acting by and through its Director of Transportation, hereinafter referred to as NDDOT, whose address is 608 East Boulevard Avenue, Bismarck,

North Dakota 58505-0700, and the City of Fargo - participating through its Fargo Police Department, hereinafter referred to as the Subrecipient, whose address is 105 25th Street North, Fargo, North Dakota 58102.

WHEREAS, NDDOT has been delegated the responsibility to administer the state's Triennial Highway Safety Plan as authorized in Section 54-07-05 of the North Dakota Century Code; and

WHEREAS, the Subrecipient requests participation in the state's Annual Grant Application which is part of the state's Triennial Highway Safety Plan;

THEREFORE, in consideration of the mutual promises herein set forth, NDDOT and the Subrecipient agree:

Section 1: The Subrecipient shall perform the project(s) set forth in Appendix A, a copy of which is attached hereto and made a part hereof.

Section 2: The Subrecipient shall comply with the provisions of Appendix B, a copy of which is attached hereto and made a part hereof.

Section 3: Appendices A and E of the Title VI Assurances, attached, are hereby incorporated into and made a part of this contract.

Section 4: The term of this Subrecipient Agreement shall begin October 1, 2026, and shall end September 30, 2027.

Section 5 – Reimbursement: NDDOT shall reimburse the Subrecipient for costs incurred under the terms of this subrecipient agreement, not to exceed $57,500. Reimbursement of all costs under this Subrecipient Agreement are contingent on federal participation. Expenses incurred by the Subrecipient for travel, meals, and lodging, shall be reimbursed according to applicable state rates. Allowable costs are covered under 2 CFR Part 200. All requests for reimbursement must be submitted to NDDOT within 45 days of the termination date of this contract.

Section 6: Equipment acquired under this contract for use in highway safety program areas shall be used and kept in operation for highway safety purposes by the Subrecipient; or the Subrecipient, by formal agreement with appropriate officials of a political subdivision or State agency, shall cause such equipment to be used and kept in operation for highway safety purposes. (Reference: 23 CFR 1200.31 and 2 CFR Part 200)

Section 7: The Subrecipient agrees to cooperate with NDDOT in meeting its commitments and goals with regard to the maximum utilization of disadvantaged business enterprises and will use its best efforts to ensure that disadvantaged business enterprises shall have the maximum practicable opportunity to compete for subcontract work under this contract. The Subrecipient shall comply with requirements of 49 CFR Part 26.

Section 8: The Subrecipient shall ensure that no qualified individual with a disability, as defined in 29 USC 794 and 49 CFR Part 27 shall, solely by reason of this disability, be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any program or activity that receives benefits from the assistance under this contract.

Section 9: Grants or services that generate revenues as a result of funding through the National Highway Traffic Safety Administration (NHTSA) must comply with 2 CFR 200.307.

Section 10: The Subrecipient certifies that it will comply with the retention and access requirements for records established by 2 CFR Part 200. The required records and documentation relating to the grant and/or subaward shall be retained for a minimum of three years after the starting date of the retention period as defined in 2 CFR Part 200. The NHTSA and NDDOT or their authorized representative shall have the right of access to any books,

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documents, papers, or other records of grantees, Subrecipients, or second-tier subrecipients, which are pertinent to the grant and/or subrecipient agreement, in order to make audits, examinations, excerpts and transcripts. The right of access is not limited by the required retention period and shall last as long as the records are retained.

Section 11: The Subrecipient will comply with all applicable state, local, and federal procurement procedures and will maintain a financial management system that complies with the minimum requirements of 2 CFR Part 200.

Section 12: The Subrecipient must have a seat belt use policy, a drug and alcohol driving policy, a distracted driving/texting policy, and a payroll and compensation policy in place before requesting reimbursement for any work completed under this contract. The NDDOT's Highway Safety Division's program managers will locate and review the policies during scheduled on-site monitoring visits, if applicable. Absence of any policy may result in the NDDOT withholding payment until said policy is in place.

All personnel who work under this contract are required to wear seat belts and obey traffic laws while on official business of this project.

Section 13 – Termination:

a. This contract may be terminated by mutual consent of both parties, or by either party, upon 30 days' notice in writing or delivered by certified mail or in person.
b. In addition, NDDOT may terminate this contract effective upon delivery of written notice to the Subrecipient, or at such later date as may be established by NDDOT, under any of the following conditions:
    i. NDDOT funding from federal, state, or other sources is not obtained and continued at levels sufficient to allow for purchase of the indicated quantity of services. The contract may be modified by agreement of the parties in writing to accommodate a reduction in funds.
    ii. If federal or state regulations or guidelines are modified, changed, or interpreted in such a way that the services are no longer allowable or appropriate for purchase under this contract or are no longer eligible for the funding proposed for payments authorized by this contract.
    iii. If any license or certificate required by law or regulation to be held by the Subrecipient to provide the services required by the contract is for any reason denied, revoked, or not renewed.

Any such termination of this contract under (i), (ii), or (iii) above shall be without prejudice to any obligations or liabilities of either party already accrued prior to such termination.

c. NDDOT, by written notice to the Subrecipient, may terminate the whole or any part of this contract:
    i. If the Subrecipient fails to provide services called for by this contract within the time specified herein or any extension thereof; or
    ii. If the Subrecipient fails to perform any of the other provisions of this contract or so fails to pursue the work as to endanger performance of this contract in accordance with its terms, and after receipt of written notice from NDDOT, fails to correct such failures within ten days or such longer period as NDDOT may authorize.

Section 13: Subrecipient may not assign or otherwise transfer or delegate any right or duty without NDDOT's express written consent, provided, however, that Subrecipient 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 Subrecipient Agreement, whether by merger, reorganization, operation of law, or otherwise. Should Assignee be a business or entity with whom NDDOT is prohibited from conducting business, NDDOT shall have the right to terminate in accordance with the Termination for Cause section of this Subrecipient Agreement.

Subrecipient may enter subcontracts provided any subcontract acknowledges the binding nature of this Subrecipient Agreement and incorporates this Subrecipient Agreement, including any attachments.

Subrecipient is solely responsible for the performance of any second-tier subrecipient with whom Subrecipient contracts. Subrecipient does not have authority to contract for, or incur obligations, on behalf of NDDOT.

Section 14: The Subrecipient agrees that NDDOT and NHTSA, or their designated representative(s), shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this contract. The Subrecipient agrees to maintain such records for possible audit for a minimum of three years after final payment, unless a longer period of records retention is stipulated. The Subrecipient agrees to allow the auditor(s) access to such records during normal business hours and to allow interview of any employees who might reasonably have information related to such records. Further, the Subrecipient agrees to include a similar right of the state to audit records and interview staff in any subcontract related to the performance of this contract.

Audits must be in accordance with 2 CFR Part 200, Subpart F. The Subrecipient shall submit copies of audits covering the term of this Subrecipient Agreement to NDDOT. This requirement is applicable to counties, cities, state agencies, Indian tribes, colleges, hospitals, and nonprofit businesses.

Entities that spend less than $1,000,000 of federal funds from all sources may be subject to reviews by NDDOT at its discretion. These requirements are applicable to counties, cities, state agencies, Indian tribes, colleges, hospitals, and non-profit businesses.

- All entities receiving federal funds through NDDOT shall certify whether a Single Audit has been completed as part of the annual Federal award process.
- All entities must complete the Single Audit Certification Form
- All entities must provide a Schedule of Expenditures of Federal Awards (SEFA).

Section 14: Federal agencies and NDDOT shall review and approve the negotiated indirect cost rate, unless there is a federal statute that states otherwise, or a federal agency head has made other approved provisions. Any rate approved by a federal agency, or a cognizant agency must be approved by NDDOT.
If the Subrecipient does not have a federally negotiated indirect cost rate, the NDDOT can either:

- negotiate an indirect rate with the Subrecipient
- allow the de minimis 15% flat rate (the de minimis rate, is not applicable in certain cases (200.414(f); Appendix VII.D.1.B).) This rate may be used indefinitely, until the Subrecipient seeks to formally negotiate a rate. If the de minimis rate is used, the NDDOT does not need to review and approve.

Section 15: The NDDOT shall conduct pre-award risk assessments of applicants prior to issuing a subrecipient agreement. The Subrecipient shall conduct risk assessments of their second-tier subrecipients either before or after making the award to determine the appropriate level of monitoring. The Subrecipient shall document its procedures for assessing risk and have them available upon NDDOT request.

Section 16: As part of the monitoring process, NDDOT will:

1. Conduct an Annual Compliance Review
2. Review audit reports and determine how material any audit findings are in the audit reports and whether they pose an increased risk to subrecipient's abilities to comply and carry out their Statements of Work.
3. Provide ongoing training and technical assistance on program-related areas.

The NDDOT reserves the right to increase monitoring during the Subrecipient Agreement period based on periodical review of audit reports, audit findings, compliance review findings, federal reports, and reimbursement requests.

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Section 17: The Federal awarding agency or pass-through entity and Subrecipient will comply with CFR §200.344 closeout requirements. The NDDOT is responsible for closing out the contract when it determines that all applicable administrative actions and all required work have been completed and the Subrecipient Agreement has reached its period of performance end date. The Subrecipient shall submit, no later than 90 calendar days after the period of performance end-date of this Subrecipient Agreement, all financial, performance and other reports as required by the terms and conditions of this Subrecipient Agreement.

Section 18 – Whistleblower Protections and Employee Notification:

a. Protections – The Subrecipient shall comply with the whistleblower protections and requirements established under 41 U.S.C. § 4712, which prohibits discrimination or retaliation against any employee who discloses information that the employee reasonably believes is evidence of gross mismanagement of a Federal contract or grant, a gross waste of Federal funds, an abuse of authority relating to a Federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a Federal contract or grant.
b. Notification – The Subrecipient must inform its employees in writing of the rights and remedies available to them under 41 U.S.C. § 4712. This notification must be provided in the predominant native language of the workforce.
c. Flow-Down – The Subrecipient shall insert the substance of this clause, including this paragraph (c), in all lower-tier subcontracts and subrecipient agreements funded by this Federal award.

Section 19: Under the North Dakota public records law and subject to the Confidentiality clause of this Subrecipient Agreement, certain records may be open to the public upon request.

Public records may include: (a) records NDDOT receives from Subrecipient under this Subrecipient Agreement, (b) records obtained by either Party under this Subrecipient Agreement, and (c) records generated by either Party under this Subrecipient Agreement.

Subrecipient agrees to contact NDDOT immediately upon receiving a request for information under the public records law and to comply with NDDOT's instructions on how to respond to such request.

Section 20: No official or employee of a state or any other governmental instrumentality who is authorized in his official capacity to negotiate, make, accept, or approve, or to take part in negotiating, making, accepting, or approving any contract or subcontract in connection with a project shall have, directly or indirectly, any financial or other personal interest in any such contract or subcontract. No engineer, attorney, appraiser, inspector, or other person performing services for a state or a governmental instrumentality in connection with a project shall have, directly or indirectly, a financial or other personal interest, other than his employment or retention by a state or other governmental instrumentality, in any contract or subcontract in connection with such project. No officer or employee of such person retained by a state or other governmental instrumentality shall have, directly or indirectly, any financial or other personal interest in any real property acquired for a project unless such interest openly disclosed upon the public records of NDDOT and of such other governmental instrumentality, and such officer, employee, or person has not participated in such acquisition for and in behalf of the state.

Section 21: All work products, and copyrights of the contract which result from this contract are the exclusive property of NDDOT, with an unlimited license for use by the federal government and its assignees without charge.

Section 22: The Risk Management Appendix, attached, is hereby incorporated into and made a part of this contract.

Section 23: All notices, certificates, or other communications shall be sufficiently given when delivered or mailed, postage prepaid, to the parties at their respective places of business as previously set forth.

Section 24: The provisions of this contract shall be binding upon and shall inure to the benefit of the parties hereto, and their respective successors and assigns.

Section 25: The failure of the state to enforce any provisions of this Subrecipient Agreement shall not constitute a waiver by the state of that or any other provision.

Section 26: This contract constitutes the entire agreement between the parties. No waiver, consent, modification, or change of terms of this contract shall bind either party unless in writing and signed by both parties. Such waiver, consent, modification, or change, if made, shall be effective only in the specific instance and for the specific purpose given. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this contract. The Subrecipient, by the signature below of its authorized representative, hereby acknowledges that the Subrecipient has read this contract, understands it, and agrees to be bound by its terms and conditions.

Section 27: The Subrecipient is advised that his or her signature on this Subrecipient Agreement certifies that the company or any person associated therewith is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency; has not been suspended, debarred, voluntarily excluded, or determined ineligible by any federal agency within the past three years; and has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction on any matter involving fraud or official misconduct within the past three years.

Section 28: Subrecipients under the Federal award must certify to the pass-through entity whenever applying for funds, requesting payment, and submitting financial reports.

Section 29: Subrecipient must submit receipts/invoices with each voucher submission.

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EXECUTED the date last below signed.

WITNESS:

NAME (TYPE OR PRINT)

SIGNATURE

SUBRECIPIENT: CITY OF FARGO

Josh Boschee, Mayor
NAME (TYPE OR PRINT)

Josh Boschee, Mayor
SIGNATURE

Mayor
TITLE

09/18/26
DATE

To be signed by **Owner; Partner; Corp. Pres., Vice Pres.,** or **other authorized Corp. Officer.** (If signed by other authorized Corp. Officer, please attach copy of Power of Attorney or other documentation showing authority to sign.)

WITNESS:

NAME (TYPE OR PRINT)

SIGNATURE

NORTH DAKOTA
DEPARTMENT OF TRANSPORTATION

DIRECTOR (TYPE OR PRINT)

M
SIGNATURE

DATE

APPROVED as to substance by:

HIGHWAY SAFETY DIVISION DIRECTOR (TYPE OR PRINT)

SIGNATURE

DATE

CLA 16870 (Div. 12)
L.D. Approved 7-17-89; 9-26

NDDOT
North Dakota
Department of Transportation

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

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

1. Compliance with Regulations: The Contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, the Federal Highway Administration, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.

2. Non-discrimination: The Contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.

3. Solicitations for Subcontracts, Including Procurements of Materials and Equipment: In all solicitations, either by competitive bidding, or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the Contractor of the Contractor's obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.

4. Information and Reports: The Contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the Federal Highway Administration to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a Contractor is in the exclusive possession of another who fails or refuses to furnish the information, the Contractor will so certify to the Recipient or the Federal Highway Administration as appropriate, and will set forth what efforts it has made to obtain the information.

5. Sanctions for Noncompliance: In the event of a Contractor's noncompliance with the Non-discrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:

   a. withholding payments to the Contractor under the contract until the Contractor complies; and/or
   b. cancelling, terminating, or suspending a contract, in whole or in part.

6. Incorporation of Provisions: The Contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The Contractor will take action with respect to any subcontract or procurement as the Recipient or the Federal Highway Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

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

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

Pertinent Non-Discrimination Authorities:

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

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Risk Management Appendix

Routine* Service Agreements with Sovereign Entities and Political Subdivisions of the State of North Dakota:
Parties: **State** – State of North Dakota, its agencies, officers and employees
Governmental Entity – The Governmental Entity executing the attached document, its agencies, officers and employees
Governments – State and Government Entity, as defined above

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

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

1) **Commercial general liability** and **automobile liability** insurance – minimum limits of liability required of the Governmental Entity are **$500,000 per person and $2,000,000 per occurrence**. The minimum limits of liability required of the State are **$500,000 per person and $2,000,000 per occurrence.**
2) **Workers compensation** insurance meeting all statutory limits.
3) The policies and endorsements may not be canceled or modified without **thirty (30) days prior written notice** to the undersigned State representative.

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

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

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

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

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

RM Consulted 2007
Revised 6-26

NDDOT
North Dakota
Department of Transportation

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APPENDIX A

AGREEMENT FOR PARTICIPATION IN THE NORTH DAKOTA HIGHWAY SAFETY PLAN

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Attachment 1 – Enforcement Overtime Calendar for FFY 2027

BACKGROUND

The North Dakota Department of Transportation's (NDDOT) Highway Safety Division administers the North Dakota Vision Zero initiative to reduce motor vehicle crash fatalities and serious injuries to zero. The Highway Safety Division receives and provides **STATE** and **FEDERAL** funding to local entities to assist the NDDOT to achieve the traffic safety goals identified in the Vision Zero Plan and the Triennial Highway Safety Plan. This subaward will assist in achieving the following plan goals to:

- Decrease the number of alcohol and/or drug related crashes.
- Decrease the number of speed related crashes.
- Decrease the number of distracted driving related crashes.
- Increase seat belt use to decrease the severity of injuries and trauma sustained in crashes.
- Increase the public's knowledge and understanding of roadway safety and strategies.

The purpose of this subaward is to provide funding to **the City of Fargo** (hereinafter referred to as the SUBRECIPIENT) to participate, through its **Fargo Police Department**, in the statewide enforcement programs listed below:

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OCCUPANT PROTECTION (OP) ENFORCEMENT SCOPE OF WORK

PROJECT NO. OP2705-05-00

The *Click It or Ticket* (*CIOT*) enforcement campaign exists to increase occupant protection (OP) use for both adults and children through heightened enforcement of OP laws in the state. The campaign's success is built upon the strategy that education, along with highly visible and consistent enforcement, is an effective means to change driver behavior and increase OP use.

Participating law enforcement agencies are required to work overtime during scheduled CIOT campaigns to achieve high visibility within their jurisdictions to deter motorists from driving or riding in a motor vehicle without the appropriate use of an OP device (i.e., seat belt or child passenger safety seat).

The SUBRECIPIENT may **only** work during the scheduled CIOT enforcement periods as identified in Attachment 1. The SUBRECIPIENT may not work outside the scheduled periods.

During each identified enforcement period, the SUBRECIPIENT must:

- Conduct a minimum of two shifts (no minimum number of hours per shift) per high visibility enforcement period within corridors and at times (including nighttime) where the occurrence of unbelted serious injury and fatal crashes is greatest. When possible, the Highway Safety Division will coordinate with the SUBRECIPIENT to determine these locations based on North Dakota (ND) crash data.

- Issue Citations – ***not warnings*** – for failure or improper use of an OP device. This is to assure the integrity of the *CIOT* message to the public. Each stop is an opportunity to educate the public on taking personal responsibility on driving behaviors and safety measures.

- Coordinate with the Highway Safety Division to complete earned media requirements (pre- and post-news releases).

- Submit an electronic enforcement log sheet for participating officers by the date indicated in the schedule, "Enforcement Log Due Date." *The report will include: (1) number of enforcement hours, (2) dates and times of enforcement, (3) number and type of citations issued, and (4) number of enforcement contacts/stops made.*

- Submit a reimbursement voucher by the date indicated in the schedule, "Reimbursement Voucher Due Date."

- Work with other area law enforcement, within the region, to conduct multi-agency enforcement efforts to maximize the visibility of law enforcement during the *CIOT* enforcement period.

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IMPAIRED DRIVING (ID) ENFORCEMENT SCOPE OF WORK

PROJECT NO. ID2710-02-00

The *Drive Sober or Get Pulled Over (DSOGPO)* enforcement campaign exists to deter impaired driving (ID) through heightened enforcement of ID laws in the state. The campaign's success is built upon the strategy that education, along with highly visible and consistent enforcement, is an effective means to change driver behavior.

The SUBRECIPIENT is required to work during the scheduled ID enforcement periods as outlined in Attachment 1. The SUBRECIPIENT may conduct additional enforcement activity beyond the required regional calendar events within their jurisdiction, if the budget allows, and if the SUBRECIPIENT can justify the purpose of additional enforcement. The SUBRECIPIENT must notify the Highway Safety Division of the additional enforcement activity prior to conducting the additional enforcement activity.

During each identified enforcement period of the subaward, the SUBRECIPIENT must:

- Conduct a minimum of two shifts (no minimum number of hours per shift) per enforcement period, except for the National Labor Day *Drive Sober or Get Pulled Over* campaign.
- Conduct a minimum of four shifts (no minimum number of hours per shift) during the dates identified as the National Labor Day *Drive Sober or Get Pulled Over* campaign.
- Ensure that officers working the ID grant have been SFST (Standardized Field Sobriety Testing) certified and have attended a SFST refresher or ARIDE course at least once every three years. The SUBRECIPIENT must provide verification of the completed training upon request by the Highway Safety Division for each officer conducting overtime enforcement through the subaward.
- Determine the best enforcement strategy (e.g., sobriety checkpoints vs. saturation patrols, time of day, locations, etc.) that will most effectively deter ID within the SUBRECIPIENT's jurisdiction. Data indicates this would typically be at night on weekends and holidays, or during special community events justifying the need for additional traffic enforcement. Some jurisdictions may have varying times based on demographics (e.g., college communities).
- Conduct high visibility enforcement within corridors and times where the occurrence of injury and death from ID is greatest. When possible, the Highway Safety Division will coordinate with the SUBRECIPIENT to determine these locations based on ND crash data.
- Coordinate with the Highway Safety Division to complete earned media requirements (pre- and post-news releases).
- Submit an electronic enforcement log sheet for participating officers by the date indicated in the schedule, "Enforcement Log Due Date." *The report will include: (1) number of enforcement hours, (2) dates and times of enforcement, (3) number and type of citations issued, and (4) number of enforcement contacts/stops made.*
- Submit a reimbursement voucher by the date indicated in the schedule, "Reimbursement Voucher Due Date."

- Work with other area law enforcement, within the region, to conduct multi-agency enforcement efforts to maximize the visibility of law enforcement during the ID enforcement period.

UNDERAGE DRINKING (UA) ENFORCEMENT SCOPE OF WORK

PROJECT NO. ID2710-12-00

The underage drinking (UA) enforcement program supports and enhances efforts by law enforcement to reduce the availability of alcohol to minors. Tragic social consequences can result when youth use alcohol, including traffic injuries and fatalities. The objective of the program is to prohibit the sale and consumption of alcoholic beverages to minors. (For the purpose of this solicitation, "minors" are defined as individuals under the age of 21.)

Please note that funds for operations may be utilized to cover the costs of overtime for officers, stipends for underage buyers, and direct expenses for server training (printing, postage, and other approved direct expenses). ***These funds may not be used for food or refreshment.***

Activities under this program are for Non-Saturation events only. The SUBRECIPIENT is required to work two (2) scheduled UA enforcement periods chosen by your agency and relay plans to the Highway Safety Division. The SUBRECIPIENT may conduct additional non-saturation enforcement activity beyond the two (2) scheduled required calendar events, within their jurisdiction, if the budget allows, and if the SUBRECIPIENT can justify the purpose of additional non-saturation enforcement. The SUBRECIPIENT must notify the Highway Safety Division of the additional non-saturation enforcement activity before conducting the additional non-saturation enforcement activity.

Qualifying Non-Saturation Events include:
The following types of enforcement activities will be reported as a non-saturation event in the Law Enforcement Web Reporting (LEWR) online report system.

- **Compliance Checks** — Compliance Checks must utilize an underage buyer working under the direction of a law enforcement agency. The underage buyer enters a licensed liquor establishment and attempts to purchase alcoholic beverages. This operation may be conducted at on-premises sites (bars, restaurants, clubs, etc.) and off-premises businesses (convenience stores, grocery stores, gas stations, etc.).

- **Shoulder Tap** – Shoulder tap activities must involve an underage buyer working under the direction of a law enforcement agency. The underage buyer will approach an individual who is about to enter an off-sale establishment and ask them to purchase alcohol for them from an off-sale establishment.

- **Server Training** — Training provided to servers, sellers, and consumers of alcohol to prevent intoxication, drunk driving, and UA.

- **Evidence-Based Alcohol Prevention Educational Awareness Program** – Evidence-based curricula have been proven to be effective in reducing underage drinking and driving. Examples of evidence-based programs include but are not limited to Lifeskills Training, Positive Action, and D.A.R.E. (Drug Abuse Resistance Education) Costs eligible for reimbursement are the

purchase of educational presentation videos, or printing of teaching guides, workbooks for students, and educational tools. Please contact the Highway Safety Division Program Manager, to determine if officer time is eligible for reimbursement (regular time is not reimbursable).

- Educational tools, may be purchased with grant funds. Agencies choosing to purchase or use educational tools must provide an explanation of how they will be incorporated into activities (e.g., classroom presentations, community events, school assemblies, traffic safety fairs), the frequency of use, and the settings in which they will be used. A written report summarizing activities involving the educational tools must be submitted at the end of each grant year. **Promotional items are not an allowable expense.**

During each fiscal year of the subaward, the SUBRECIPIENT must:

- Conduct a minimum of two (no minimum number of hours per shift) **planned** non-saturation events. Provide the Highway Safety Division a calendar of scheduled events for the fiscal year that identifies the type of events to be conducted and when.

- Determine the best enforcement strategy (e.g., shoulder tap, server training or compliance checks, etc.) that will most effectively deter underage access and consumption of alcohol within the SUBRECIPIENT's jurisdiction.

- Coordinate with the Highway Safety Division to complete earned media requirements (pre- and post-news releases).

- Submit an electronic enforcement log sheet for participating officers within five days after completing the event.

- For evidence-based activities documentation of actual curricula expenses need to be supported by an invoice when submitting a voucher for reimbursement. A voucher can be submitted through the Law Enforcement Web Reporting System.

- Submit a reimbursement voucher by within 45 days after completing the event.

DISTRACTED DRIVING (DD) ENFORCEMENT OF WORK

PROJECT NO. DD2711-02-00

The distracted driving (DD) enforcement campaign exists to decrease the use of handheld electronic devices and other activities that are a distraction or cause inattentiveness by the driver through heightened enforcement of DD laws in the state. The campaign's success is built upon the strategy that education, along with heightened and consistent enforcement, is an effective means to change driver behavior and decrease crashes caused by driver distraction.

Participating law enforcement agencies are required to work overtime during scheduled DD campaigns to achieve heightened enforcement within their jurisdictions by enforcing the ban on all cell phone use by minors (under the age of 18) and activities by all drivers which cause inattentiveness resulting in traffic violations.

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The SUBRECIPIENT is required to work during the scheduled DD enforcement periods as identified in Attachment 1. The SUBRECIPIENT may conduct additional enforcement activity beyond the required events within their jurisdiction, if the budget allows, and if the SUBRECIPIENT can justify the purpose of additional enforcement. The SUBRECIPIENT must notify the Highway Safety Division of the additional enforcement activity prior to conducting the additional enforcement activity.

During each identified enforcement period, the SUBRECIPIENT must:

- Conduct a minimum of two shifts (no minimum number of hours per shift) per DD enforcement period.
- Determine the best enforcement strategy that will efficiently use available resources and conduct heightened enforcement within corridors and at times where the occurrence of DD and electronic device usage is most prevalent.
- Issue Citations – ***not warnings*** – when observing a driver violating North Dakota's DD law. This is to assure the integrity of the *Put the Phone Away or Pay* message to the public. Each stop is an opportunity to educate the public on taking personal responsibility for their driving behaviors.
- Coordinate with the Highway Safety Division to complete earned media requirements (pre- and post-news releases).
- Submit an electronic enforcement log sheet for participating officers by the date indicated in the schedule, "Enforcement Log Due Date." *The report will include: (1) number of enforcement hours, (2) dates and times of enforcement, (3) number and type of citations issued, and (4) number of enforcement contacts/stops made.*
- Submit a reimbursement voucher by the date indicated in the schedule, "Reimbursement Voucher Due Date."
- Work with other area law enforcement, within the region, to conduct multi-agency enforcement efforts to maximize the heightened enforcement of DD laws during the enforcement period.

SPEED (SC) ENFORCEMENT SCOPE OF WORK

PROJECT NO. SC2707-04-00

The speed (SC) enforcement campaign exists to decrease speed violations through heightened enforcement of speeding laws in the state. The campaign's success is built upon the strategy that education, along with highly visible and consistent enforcement, is an effective means to change driver behavior and decrease excessive speed.

Participating law enforcement agencies are required to work overtime during scheduled Speed campaigns to achieve high visibility within their jurisdictions to deter motorists from driving above the posted speed limits.

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The SUBRECIPIENT may **only** work during the scheduled Speed enforcement periods as identified in Attachment 1. The SUBRECIPIENT may not work outside the scheduled period.

During each identified enforcement period, the SUBRECIPIENT must:

- Conduct a minimum of two shifts (no minimum number of hours per shift) per high visibility enforcement period within corridors and at times (including nighttime) where the occurrence of highest number of speed-related serious injury and fatal crashes is greatest. When possible, the Highway Safety Division will coordinate with the SUBRECIPIENT to determine these locations based on North Dakota (ND) crash data.

- Issue Citations – ***not warnings*** – for driving above the posted speed limits. This is to assure the integrity of the *Speeding Slows You Down* message to the public. Each stop is an opportunity to educate the public on taking personal responsibility in driving behaviors and safety measures.

- Coordinate with the Highway Safety Division to complete earned media requirements (pre- and post-news releases).

- Submit an electronic enforcement log sheet for participating officers by the date indicated in the schedule, "Enforcement Log Due Date." *The report will include: (1) number of enforcement hours, (2) dates and times of enforcement, (3) number and type of citations issued, and (4) number of enforcement contacts/stops made.*

- Submit a reimbursement voucher by the date indicated in the schedule, "Reimbursement Voucher Due Date."

- Work with other area law enforcement, within the region, to conduct multi-agency enforcement efforts to maximize the heightened enforcement of speeding laws during the enforcement period.

REPORTING AND AUDIT REPORTING/ALL PROJECTS

Reporting
The SUBRECIPIENT must submit the enforcement logs and reimbursement voucher(s) to the Highway Safety Division per the schedule referenced in Attachment 1. Late reports may result in a delay in processing or a reduction in payment.

The SUBRECIPIENT must retain for a minimum of three years, copies of timesheets, payroll, agency work schedules, and any other supporting documentation.

An enforcement contact is defined as one traffic stop, which may include multiple enforcement actions with the occupants of a motor vehicle while conducting overtime enforcement under subaward with NDDOT.

Because the law enforcement overtime programs are statewide efforts, participation by each contracted entity is critical to the success of the campaigns. If the SUBRECIPIENT is unable to fulfill any portion of the contractual scope of work, they must contact the Highway Safety Division immediately.

Audit Reporting
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 in accordance with the provisions of 2 CFR 200, Subpart F.

Entities that spend less than $1,000,000 of federal funds from all sources may be subject to reviews by NDDOT at its discretion. These requirements are applicable to counties, cities, state agencies, Indian tribes, colleges, hospitals, and non-profit businesses.

- All entities receiving **FEDERAL FUNDS** through **NDDOT** shall certify whether a Single Audit has been completed as part of the annual **Federal** award process.
- **ALL** entities must complete the Single Audit Certification Form.
- All entities must provide a Schedule of Expenditures of Federal Awards (SEFA).

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NDDOT RESPONSIBILITIES, REIMBURSEMENT, AND OTHER REQUIREMENTS/ALL PROJECTS

NDDOT Responsibilities

This Scope of Work will be monitored by the Highway Safety Division Program Manager. Oversight will include, but will not be limited to, desktop and on-site monitoring of program finances, operations, and performance. This will include identification and written notification of issues and/or concerns that could significantly affect the program's performance and outcomes to agents of the contracting agency in the community.

Based on **federal grant requirements**, the Highway Safety Division may revise the enforcement dates shown in Attachment 1. The SUBRECIPIENT will be notified by email and will receive a revised Attachment 1 that will identify the revised enforcement dates and due dates of enforcement logs and reimbursement vouchers.

Reimbursement

This subrecipient agreement will reimburse allowable expenses up to each project's total budget for costs incurred through completion of the scope of work and/or at the direction of the program manager. The Highway Safety Division reserves the right to deny payment for unallowable expenses identified in the applicable cost principles.

Overtime wages will be reimbursed at the agency-approved overtime rate and mileage, if applicable, will be reimbursed at the state-approved rate.

At the close of the state fiscal year, which is June 30, enforcement logs and reimbursement vouchers must be submitted no later than July 15 for any services or purchases that took place on or before June 30. Vouchers received after July 15 may not be reimbursed.

The final reports/vouchers for all projects are due no later than November 14, 2027. ***Vouchers received after November 14, 2027, will not be reimbursed.***

Other Requirements

In accordance with 23 CFR Part 1300 Appendix C, the SUBRECIPIENT, as a representative of its political subdivision, requests the benefit of the NDDOT Highway Safety Division coordination of paid media and marketing to capitalize on the high visibility enforcement and education model necessary to change driver behavior. The NDDOT Highway Safety Division will coordinate paid and earned media statewide to complement the enforcement initiative outlined in this project agreement. The outreach may include the following: TV spots, radio spots, online ads, billboards, print ads, press releases, posters, flyers, and/or outreach events. These efforts will include local jurisdictions and will be coordinated statewide. By signing the subaward, the SUBRECIPIENT signifies his/her understanding of the outreach component of the mobilization and approves the use of these educational techniques within his/her jurisdiction.

The SUBRECIPIENT is encouraged to follow the guidelines for vehicular pursuits issued by the International Association of Chiefs of Police that are currently in effect.

The SUBRECIPIENT shall not use the funds for costs that constitute general expenses of government. Funds for programs and services provided through this grant are intended to supplement, **not supplant**, other state or local funding sources. For purposes of this agreement, general expenses of government are routine and/or existing state, local, or tribal expenditures necessary to carry out the basic responsibilities of government and may not be replaced with federal grant funds.

Written and verbal warnings are not encouraged under any of the grant programs.

The SUBRECIPIENT is encouraged to use the E-Citation module within TraCS Web while conducting overtime enforcement activities through NDDOT grant funded programs. The Highway Safety Division will monitor enforcement activities in TraCS. Upon request, those issuing paper citations or electronic citations in another program will be required to submit copies of citations to the Highway Safety Division.

BUDGETS

OCCUPANT PROTECTION (OP) ENFORCEMENT BUDGET

PROJECT NO. OP2705-05-00 / ALN No. 20.600

DIRECT COSTS		
Overtime wages		$10,500
Mileage		$ 0
PROJECT TOTAL		$10,500
Participation		
Federal	100%	$10,500
State	-	
Local	-	

IMPAIRED DRIVING (ID) ENFORCEMENT BUDGET

PROJECT NO. ID2710-02-00 / ALN NO. 20.608

DIRECT COSTS		
Overtime wages		$18,000
Mileage		$ 0
PROJECT TOTAL		$18,000
Participation		
Federal	100%	$18,000
State	-	
Local	-	

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UNDERAGE DRINKING (UA) ENFORCEMENT BUDGET

PROJECT NO. ID2710-12-00 / ALN NO. 20.608

DIRECT COSTS		
Overtime wages		$ 3,000
Educational Resources		$ 0
PROJECT TOTAL		$ 3,000
Participation		
Federal	100%	$ 3,000
State	-	
Local	-	

DISTRACTED DRIVING (DD) ENFORCEMENT BUDGET

PROJECT NO. DD2711-02-00 / ALN NO. 20.616

DIRECT COSTS		
Overtime wages		$13,000
Mileage		$ 0
PROJECT TOTAL		$13,000
Participation		
Federal	100%	$13,000
State	-	
Local	-	

SPEED (SC) ENFORCEMENT BUDGET

PROJECT NO. SC2707-04-00 / ALN NO. 20.600

DIRECT COSTS		
Overtime wages		$13,000
Mileage		$ 0
PROJECT TOTAL		$13,000
Participation		
Federal	100%	$13,000
State	-	
Local	-	

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OCCUPANT PROTECTION (OP) ENFORCEMENT DATES

Enforcement Dates	Enforcement Log Due Date	Reimbursement Voucher Due Date
November 1 – December 15, 2026	12/20/2026	1/31/2027
*May 1 – June 6, 2027	6/11/2027	**6/30/2027**

***Special Campaign Note**: The National **"Click It or Ticket" (CIOT)** Enforcement Campaign runs **May 17 – June 6, 2027.** North Dakota will begin seatbelt enforcement on May 1, 2027, allowing for additional weeks of High Visibility Enforcement before and during the national campaign.

Special Note
June 30th marks the end of the state fiscal year. It is essential that all reimbursement vouchers are submitted by this date. Late submissions may not be eligible for reimbursement.

Participating agencies are required to conduct a minimum of two (2) shifts per enforcement period.

SUBRECIPIENT may not work any other dates outside occupant protection campaign.

Please refer to the Subrecipient Agreement for the full Scope of Work.

VISION ZERO

Zero fatalities. Zero excuses.

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IMPAIRED DRIVING (ID) ENFORCEMENT DATES

Enforcement Dates	Enforcement Log Due Date	Reimbursement Voucher Due Date
*December 16, 2026 – January 31, 2027	2/5/2027	3/15/2027
March 1 – March 31, 2027	4/5/2027	5/15/2027
****August 13 – September 5, 2027**	9/10/2027	10/15/2027

*December 16, 2026 – January 1, 2027, is the National "Drive Sober or Get Pulled Over" (DSOGPO) Campaign. ND extends the enforcement campaign until January 31, 2027.

August 13– September 5, 2027, is the National "Drive Sober or Get Pulled Over" Campaign. **This DSOGPO campaign requires a minimum of four (4) shifts to be worked.

Participating agencies are required to conduct a minimum of two (2) shifts per enforcement period.

Please refer to the Subrecipient Agreement for the full Scope of Work.

VISION ZERO

Zero fatalities. Zero excuses.

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SPEED (SP) ENFORCEMENT DATES

Enforcement Dates	Enforcement Log Due Date	Reimbursement Voucher Due Date
July 1 – July 31, 2027	8/5/2027	9/15/2027

Participating agencies are required to conduct a minimum of two (2) shifts per enforcement period.

SUBRECIPIENT may not work any other dates outside the speed enforcement campaign.

Please refer to the Subrecipient Agreement for the full Scope of Work.

VISION ZERO

Zero fatalities. Zero excuses.

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DISTRACTED DRIVING
(DD) ENFORCEMENT DATES

Enforcement Dates	Enforcement Log Due Date	Reimbursement Voucher Due Date
*April 1 – 30, 2027	5/5/2027	6/15/2027
September 1 – 30, 2027	10/5/2027	10/31/2027

*April 1 – 30, 2027 coincides with the National Distracted Driving Awareness Month campaign.

Participating agencies are required to conduct a minimum of two (2) shifts per enforcement period.

Please refer to the Subrecipient Agreement for the full Scope of Work.

VISION ZERO

Zero fatalities. Zero excuses.

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Appendix B

Title 23 —Highways

Chapter III —National Highway Traffic Safety Administration, Department of Transportation
Part 1300 —Uniform Procedures for State Highway Safety Grant Programs

Authority: 23 U.S.C. 402; 23 U.S.C. 405; Sec. 1906, Pub. L. 109-59, 119 Stat. 1468, as amended by Sec. 25024, Pub. L. 117-58,

135 Stat. 879; delegation of authority at 49 CFR 1.95.

Source: 88 FR 7804, Feb. 6, 2023, unless otherwise noted.

Appendix A to Part 1300—Certifications and Assurances for Highway Safety Grants

[*Each fiscal year, the Governor's Representative for Highway Safety must sign these Certifications and Assurances affirming that the State complies with all requirements, including applicable Federal statutes and regulations, that are in effect during the grant period. Requirements that also apply to subrecipients are noted under the applicable caption.*]

State: **North Dakota** Fiscal Year: **2027**

By submitting an application for Federal grant funds under 23 U.S.C. Chapter 4 or Section 1906, Public Law 109-59, as amended by Section 25024, Public Law 117-58, the State Highway Safety Office acknowledges and agrees to the following conditions and requirements. In my capacity as the Governor's Representative for Highway Safety, I hereby provide the following Certifications and Assurances:

General Requirements

The State will comply with applicable statutes and regulations, including but not limited to:

- 23 U.S.C. Chapter 4—Highway Safety Act of 1966, as amended;
- Sec. 1906, Public Law 109-59, as amended by Sec. 25024, Public Law 117-58;
- 23 CFR part 1300—Uniform Procedures for State Highway Safety Grant Programs;

- 2 CFR part 200—Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards;

- 2 CFR part 1201—Department of Transportation, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

Intergovernmental Review of Federal Programs

The State has submitted appropriate documentation for review to the single point of contact designated by the Governor to review Federal programs, as required by Executive Order 12372 (Intergovernmental Review of Federal Programs).

Federal Funding Accountability and Transparency Act (FFATA)

The State will comply with FFATA guidance, *OMB Guidance on FFATA Subaward and Executive Compensation Reporting*, August 27, 2010, (*https://www.fsrs.gov/documents/OMB_Guidance_on_FFATA_Subaward_and_Executive_Compensation_Reporting_08272010.pdf*) by reporting to *FSRS.gov* for each sub-grant awarded;

- Name of the entity receiving the award;

- Amount of the award;

- Information on the award including transaction type, funding agency, the North American Industry Classification System code or Catalog of Federal Domestic Assistance number (where applicable), program source;

- Location of the entity receiving the award and the primary location of performance under the award, including the city, State, congressional district, and country; and an award title descriptive of the purpose of each funding action;

- Unique entity identifier (generated by *SAM.gov*);

- The names and total compensation of the five most highly compensated officers of the entity if:

I. the entity in the preceding fiscal year received—

   a. 80 percent or more of its annual gross revenues in Federal awards;

   b. $25,000,000 or more in annual gross revenues from Federal awards; and

II. the public does not have access to information about the compensation of the senior executives of the entity through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986;

a. Other relevant information specified by OMB guidance.

Nondiscrimination (Applies to Subrecipients as Well as States)

The State highway safety agency [and its subrecipients] will comply with all Federal statutes and implementing regulations relating to nondiscrimination ("Federal Nondiscrimination Authorities"). These include but are not limited to:

- *Title VI of the Civil Rights Act of 1964* (42 U.S.C. 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- *49 CFR part 21* (entitled *Non-discrimination in Federally-Assisted Programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964);*
- *28 CFR 50.3* (U.S. Department of Justice Guidelines for Enforcement of Title VI of the Civil Rights Act of 1964);
- *The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970,* (42 U.S.C. 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- *Federal-Aid Highway Act of 1973,* (23 U.S.C. 324 *et seq.*), *and Title IX of the Education Amendments of 1972,* as amended (20 U.S.C. 1681-1683 and 1685-1686) (prohibit discrimination on the basis of sex);
- *Section 504 of the Rehabilitation Act of 1973,* (29 U.S.C. 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability) and 49 CFR part 27;
- *The Age Discrimination Act of 1975,* as amended, (42 U.S.C. 6101 *et seq.*), (prohibits discrimination on the basis of age);
- *The Civil Rights Restoration Act of 1987,* (Pub. L. 100-209), (broadens scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal aid recipients, subrecipients and contractors, whether such programs or activities are Federally-funded or not);
- *Titles II and III of the Americans with Disabilities Act* (42 U.S.C. 12131-12189) (prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing) and 49 CFR parts 37 and 38;

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The preceding statutory and regulatory cites hereinafter are referred to as the "Acts" and "Regulations," respectively.

General Assurances

In accordance with the Acts, the Regulations, and other pertinent directives, circulars, policy, memoranda, and/or guidance, the Recipient hereby gives assurance that it will promptly take any measures necessary to ensure that:

"No person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity, for which the Recipient receives Federal financial assistance from DOT, including NHTSA."

The Civil Rights Restoration Act of 1987 clarified the original intent of Congress, with respect to Title VI of the Civil Rights Act of 1964 and other non-discrimination requirements (the Age Discrimination Act of 1975, and Section 504 of the Rehabilitation Act of 1973), by restoring the broad, institutional-wide scope and coverage of these nondiscrimination statutes and requirements to include all programs and activities of the Recipient, so long as any portion of the program is Federally assisted.

Specific Assurances

More specifically, and without limiting the above general Assurance, the Recipient agrees with and gives the following Assurances with respect to its Federally assisted Highway Safety Grant Program:

1. The Recipient agrees that each "activity," "facility," or "program," as defined in § 21.23(b) and (e) of 49 CFR part 21 will be (with regard to an "activity") facilitated, or will be (with regard to a "facility") operated, or will be (with regard to a "program") conducted in compliance with all requirements imposed by, or pursuant to the Acts and the Regulations.
2. The Recipient will insert the following notification in all solicitations for bids, Requests For Proposals for work, or material subject to the Acts and the Regulations made in connection with all Highway Safety Grant Programs and, in adapted form, in all proposals for negotiated agreements regardless of funding source:

"The [name of Recipient], in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award."

3. The Recipient will insert the clauses of appendix A and E of this Assurance (also referred to as DOT Order 1050.2A)[1] in every contract or agreement subject to the Acts and the Regulations.
4. The Recipient will insert the clauses of appendix B of DOT Order 1050.2A, as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a Recipient.
5. That where the Recipient receives Federal financial assistance to construct a facility, or part of a facility, the Assurance will extend to the entire facility and facilities operated in connection therewith.
6. That where the Recipient receives Federal financial assistance in the form of, or for the acquisition of, real property or an interest in real property, the Assurance will extend to rights to space on, over, or under such property.
7. That the Recipient will include the clauses set forth in appendix C and appendix D of this DOT Order 1050.2A, as a covenant running with the land, in any future deeds, leases, licenses, permits, or similar instruments entered into by the Recipient with other parties:
    a. for the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and
    b. for the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.
8. That this Assurance obligates the Recipient for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the Assurance obligates the Recipient, or any transferee for the longer of the following periods:
    a. the period during which the property is used for a purpose for which the Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits; or

[1] *Available at* https://www.faa.gov/about/office_org/headquarters_offices/acr/com_civ_support/non_disc_pr/media/dot_order_1050_2A_standard_dot_title_vi_assurances.pdf.

   b. the period during which the Recipient retains ownership or possession of the property.

9. The Recipient will provide for such methods of administration for the program as are found by the Secretary of Transportation or the official to whom he/she delegates specific authority to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the Acts, the Regulations, and this Assurance.
10. The Recipient agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the Acts, the Regulations, and this Assurance.

By signing this ASSURANCE, the State highway safety agency also agrees to comply (and require any sub-recipients, sub-grantees, contractors, successors, transferees, and/or assignees to comply) with all applicable provisions governing NHTSA's access to records, accounts, documents, information, facilities, and staff. You also recognize that you must comply with any program or compliance reviews, and/or complaint investigations conducted by NHTSA. You must keep records, reports, and submit the material for review upon request to NHTSA, or its designee in a timely, complete, and accurate way. Additionally, you must comply with all other reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance.

The State highway safety agency gives this ASSURANCE in consideration of and for obtaining any Federal grants, loans, contracts, agreements, property, and/or discounts, or other Federal-aid and Federal financial assistance extended after the date hereof to the recipients by the U.S. Department of Transportation under the Highway Safety Grant Program. This ASSURANCE is binding on the State highway safety agency, other recipients, sub-recipients, sub-grantees, contractors, subcontractors and their subcontractors', transferees, successors in interest, and any other participants in the Highway Safety Grant Program. The person(s) signing below is/are authorized to sign this ASSURANCE on behalf of the Recipient.

The Drug-Free Workplace Act of 1988 (41 U.S.C. 8103)

The State will provide a drug-free workplace by:

1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace, and specifying the actions that will be taken against employees for violation of such prohibition;
2. Establishing a drug-free awareness program to inform employees about:
    a. The dangers of drug abuse in the workplace;
    b. The grantee's policy of maintaining a drug-free workplace;
    c. Any available drug counseling, rehabilitation, and employee assistance programs;
    d. The penalties that may be imposed upon employees for drug violations occurring in the workplace;
    e. Making it a requirement that each employee engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
3. Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will—
    a. Abide by the terms of the statement;
    b. Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction;
4. Notifying the agency within ten days after receiving notice under subparagraph (c)(2) from an employee or otherwise receiving actual notice of such conviction;
5. Taking one of the following actions, within 30 days of receiving notice under subparagraph (c)(2), with respect to any employee who is so convicted—
    a. Taking appropriate personnel action against such an employee, up to and including termination;
    b. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
6. Making a good faith effort to continue to maintain a drug-free workplace through implementation of all of the paragraphs above.

Political Activity (Hatch Act) (Applies to Subrecipients as Well as States)

The State will comply with provisions of the Hatch Act (5 U.S.C. 1501-1508), which limits the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

Certification Regarding Federal Lobbying (Applies to Subrecipients as Well as States)

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Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, 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 into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;
2. If any funds other than Federal appropriated 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, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions;
3. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grant, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Restriction on State Lobbying (Applies to Subrecipients as Well as States)

None of the funds under this program will be used for any activity specifically designed to urge or influence a State or local legislator to favor or oppose the adoption of any specific legislative proposal pending before any State or local legislative body. Such activities include both direct and indirect (e.g., "grassroots") lobbying activities, with one exception. This does not preclude a State official whose salary is supported with NHTSA funds from engaging in direct communications with State or local legislative officials, in accordance with customary State practice, even if such communications urge legislative officials to favor or oppose the adoption of a specific pending legislative proposal.

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Certification Regarding Debarment and Suspension (Applies to Subrecipients as Well as States)

Instructions for Primary Tier Participant Certification (States)

1. By signing and submitting this proposal, the prospective primary tier participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR parts 180 and 1200.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective primary tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary tier participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default or may pursue suspension or debarment.
4. The prospective primary tier participant shall provide immediate written notice to the department or agency to which this proposal is submitted if at any time the prospective primary tier participant learns its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms *covered transaction, civil judgment, debarment, suspension, ineligible, participant, person, principal, and voluntarily excluded,* as used in this clause, are defined in 2 CFR parts 180 and 1200. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
6. The prospective primary tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

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7. The prospective primary tier participant further agrees by submitting this proposal that it will include the clause titled "Instructions for Lower Tier Participant Certification" including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Covered Transaction," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR parts 180 and 1200.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participants, each participant may, but is not required to, check the System for Award Management Exclusions website (*https://www.sam.gov/*).
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate the transaction for cause or default.

Certification Regarding Debarment, Suspension, and Other Responsibility Matters—Primary Tier Covered Transactions

1. The prospective primary tier participant certifies to the best of its knowledge and belief, that it and its principals:

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a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;
b. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
d. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

2. Where the prospective primary tier participant is unable to certify to any of the Statements in this certification, such prospective participant shall attach an explanation to this proposal.

Instructions for Lower Tier Participant Certification

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR parts 180 and 1200.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms *covered transaction, civil judgment, debarment, suspension, ineligible, participant, person, principal, and voluntarily excluded,* as used in this clause, are

defined in 2 CFR parts 180 and 1200. You may contact the person to whom this proposal is submitted for assistance in obtaining a copy of those regulations.

5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Instructions for Lower Tier Participant Certification" including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR parts 180 and 1200.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred,suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended,debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participants, each participant may, but is not required to, check the System for Award Management Exclusions website (*https://www.sam.gov/*).
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.

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Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Covered Transactions:

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.
2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Buy America (Applies to Subrecipients as Well as States)

The State and each subrecipient will comply with the Buy America requirement (23 U.S.C. 313) when purchasing items using Federal funds. Buy America requires a State, or subrecipient, to purchase with Federal funds only steel, iron and manufactured products produced in the United States, unless the Secretary of Transportation determines that such domestically produced items would be inconsistent with the public interest, that such materials are not reasonably available and of a satisfactory quality, or that inclusion of domestic materials will increase the cost of the overall project contract by more than 25 percent. In order to use Federal funds to purchase foreign produced items, the State must submit a waiver request that provides an adequate basis and justification for approval by the Secretary of Transportation.

Certification on Conflict of Interest (Applies to Subrecipients as Well as States)

General Requirements

No employee, officer or agent of a State or its subrecipient who is authorized in an official capacity to negotiate, make, accept or approve, or to take part in negotiating, making, accepting or approving any subaward, including contracts or subcontracts, in connection with this grant shall have, directly or indirectly, any financial or personal interest in any such subaward. Such a financial or personal interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or personal interest in or a tangible personal benefit from an entity considered for a subaward. Based on this policy:

1. The recipient shall maintain a written code or standards of conduct that provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents.

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   a. The code or standards shall provide that the recipient's officers, employees, or agents may neither solicit nor accept gratuities, favors, or anything of monetary value from present or potential subawardees, including contractors or parties to subcontracts.
   b. The code or standards shall establish penalties, sanctions or other disciplinary actions for violations, as permitted by State or local law or regulations.
2. The recipient shall maintain responsibility to enforce the requirements of the written code or standards of conduct.

Disclosure Requirements

No State or its subrecipient, including its officers, employees or agents, shall perform or continue to perform under a grant or cooperative agreement, whose objectivity may be impaired because of any related past, present, or currently planned interest, financial or otherwise, in organizations regulated by NHTSA or in organizations whose interests may be substantially affected by NHTSA activities. Based on this policy:

1. The recipient shall disclose any conflict of interest identified as soon as reasonably possible, making an immediate and full disclosure in writing to NHTSA. The disclosure shall include a description of the action which the recipient has taken or proposes to take to avoid or mitigate such conflict.
2. NHTSA will review the disclosure and may require additional relevant information from the recipient. If a conflict of interest is found to exist, NHTSA may
   a. terminate the award, or
   b. determine that it is otherwise in the best interest of NHTSA to continue the award and include appropriate provisions to mitigate or avoid such conflict.
3. Conflicts of interest that require disclosure include all past, present or currently planned organizational, financial, contractual or other interest(s) with an organization regulated by NHTSA or with an organization whose interests may be substantially affected by NHTSA activities, and which are related to this award.
4. The interest(s) that require disclosure include those of any recipient, affiliate, proposed consultant, proposed subcontractor and key personnel of any of the above. Past interest shall be limited to within one year of the date of award. Key personnel shall include any person owning more than a 20 percent interest in a recipient, and the officers, employees or agents of a recipient who are responsible for making a decision or taking an action under an award where the decision or

action can have an economic or other impact on the interests of a regulated or affected organization.

Prohibition on Using Grant Funds To Check for Helmet Usage (Applies to Subrecipients as Well as States)

The State and each subrecipient will not use 23 U.S.C. Chapter 4 grant funds for programs to check helmet usage or to create checkpoints that specifically target motorcyclists.

Policy on Seat Belt Use

In accordance with Executive Order 13043, Increasing Seat Belt Use in the United States, dated April 16, 1997, the Grantee is encouraged to adopt and enforce on-the-job seat belt use policies and programs for its employees when operating company-owned, rented, or personally-owned vehicles. The National Highway Traffic Safety Administration (NHTSA) is responsible for providing leadership and guidance in support of this Presidential initiative. For information and resources on traffic safety programs and policies for employers, please contact the Network of Employers for Traffic Safety (NETS), a public-private partnership dedicated to improving the traffic safety practices of employers and employees. You can download information on seat belt programs, costs of motor vehicle crashes to employers, and other traffic safety initiatives at www.trafficsafety.org. The NHTSA website (www.nhtsa.gov) also provides information on statistics, campaigns, and program evaluations and references.

Policy on Banning Text Messaging While Driving

In accordance with Executive Order 13513, Federal Leadership On Reducing Text Messaging While Driving, and DOT Order 3902.10, Text Messaging While Driving, States are encouraged to adopt and enforce workplace safety policies to decrease crashes caused by distracted driving, including policies to ban text messaging while driving company-owned or rented vehicles, Government-owned, leased or rented vehicles, or privately-owned vehicles when on official Government business or when performing any work on or behalf of the Government. States are also encouraged to conduct workplace safety initiatives in a manner commensurate with the size of the business, such as establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving, and education, awareness, and other outreach to employees about the safety risks associated with texting while driving.

Section 402 Requirements

1. To the best of my personal knowledge, the information submitted in the annual grant application in support of the State's application for a grant under 23 U.S.C. 402 is accurate and complete.

2. The Governor is the responsible official for the administration of the State highway safety program, by appointing a Governor's Representative for Highway Safety who shall be responsible for a State highway safety agency that has adequate powers and is suitably equipped and organized (as evidenced by appropriate oversight procedures governing such areas as procurement, financial administration, and the use, management, and disposition of equipment) to carry out the program. (23 U.S.C. 402(b)(1)(A))
3. At least 40 percent of all Federal funds apportioned to this State under 23 U.S.C. 402 for this fiscal year will be expended by or on behalf of political subdivisions of the State in carrying out local highway safety programs (23 U.S.C. 402(b)(1)(C)) or 95 percent by and on behalf of Indian tribes (23 U.S.C. 402(h)(2)), unless this requirement is waived in writing. (This provision is not applicable to the District of Columbia, Puerto Rico, the U.S. Virgin Islands, Guam, American Samoa, and the Commonwealth of the Northern Mariana Islands.)
4. The State's highway safety program provides adequate and reasonable access for the safe and convenient movement of physically handicapped persons, including those in wheelchairs, across curbs constructed or replaced on or after July 1, 1976, at all pedestrian crosswalks. (23 U.S.C. 402(b)(1)(D))
5. As part of a comprehensive program, the State will support a data-based traffic safety enforcement program that fosters effective community collaboration to increase public safety, and data collection and analysis to ensure transparency, identify disparities in traffic enforcement, and inform traffic enforcement policies, procedures, and activities. (23 U.S.C. 402(b)(1)(E))
6. The State will implement activities in support of national highway safety goals to reduce motor vehicle related fatalities that also reflect the primary data-related crash factors within the State, as identified by the State highway safety planning process, including:

    - Participation in the National high-visibility law enforcement mobilizations as identified annually in the NHTSA Communications Calendar, including not less than 3 mobilization campaigns in each fiscal year to—
        - Reduce alcohol-impaired or drug-impaired operation of motor vehicles; and
        - Increase use of seat belts by occupants of motor vehicles;
    - Sustained enforcement of statutes addressing impaired driving, occupant protection, and driving in excess of posted speed limits;
    - An annual statewide seat belt use survey in accordance with 23 CFR part 1340 for the measurement of State seat belt use rates, except for the Secretary of Interior on behalf of Indian tribes;

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- Development of statewide data systems to provide timely and effective data analysis to support allocation of highway safety resources;
- Coordination of triennial Highway Safety Plan, data collection, and information systems with the State strategic highway safety plan, as defined in 23 U.S.C. 148(a); and
- Participation in the Fatality Analysis Reporting System (FARS), except for American Samoa, Guam, the Commonwealth of the Northern Mariana Islands, or the United States Virgin Islands.(23 U.S.C. 402(b)(1)(F))

7. The State will actively encourage all relevant law enforcement agencies in the State to follow the guidelines established for vehicular pursuits issued by the International Association of Chiefs of Police that are currently in effect. (23 U.S.C. 402(j))
8. The State will not expend Section 402 funds to carry out a program to purchase, operate, or maintain an automated traffic enforcement system, except in a work zone or school zone. (23 U.S.C. 402(c)(4))

I understand that my statements in support of the State's application for Federal grant funds are statements upon which the Federal Government will rely in determining qualification for grant funds, and that knowing misstatements may be subject to civil or criminal penalties under 18 U.S.C. 1001. I sign these Certifications and Assurances based on personal knowledge, and after appropriate inquiry.

DocuSigned by:
Ron Henke
2A3326B55C844FD...

7/31/2026

Signature Governor's Representative for Highway Safety **Date**

Ron Henke

Printed name of Governor's Representative for Highway Safety

[88 FR 7804, Feb. 6, 2023, as amended at 90 FR 31593, July 15, 2025]

docusign

Certificate Of Completion

Envelope Id: 48E8C1DE-9C30-8AEC-81D0-2ADE9C9B31D8
Status: Sent
Subject: PD FARGO Sub Agrmt #12261430
Contract Number: 12261430
PCN:
Source Envelope:
Document Pages: 43
Signatures: 1
Certificate Pages: 3
Initials: 1
AutoNav: Enabled
EnvelopeId Stamping: Enabled
Time Zone: (UTC-06:00) Central Time (US & Canada)

Envelope Originator:
Sheila Kitzan
608 E Boulevard Ave
Bismarck, ND 58505
skitzan@nd.gov
IP Address: 165.234.92.123

Record Tracking

Status: Original
9/18/2026 11:01:39 AM
Security Appliance Status: Connected

Holder: Sheila Kitzan
skitzan@nd.gov
Pool: StateLocal

Location: DocuSign

Signer Events	Signature	Timestamp
Nicole Lagasse nmlagasse@nd.gov Assistant CFO Carahsoft OBO North Dakota Department of Transportation CLOUD Security Level: Email, Account Authentication (None), Authentication	 Signature Adoption: Pre-selected Style Using IP Address: 165.234.253.12	Sent: 9/18/2026 12:36:12 PM Viewed: 9/18/2026 3:20:39 PM Signed: 9/18/2026 3:21:30 PM
Authentication Details SMS Auth: Transaction: 7f7f9805-0f8c-4033-8a53-496403a254b8 Result: passed Vendor ID: TeleSign Type: SMSAuth Performed: 9/18/2026 3:20:32 PM Phone: +1 701-954-8712		
Electronic Record and Signature Disclosure: Not Offered via Docusign		
Josh Boschee, Mayor Josh.Boschee@FargoND.gov Mayor Security Level: Email, Account Authentication (None)	 Signature Adoption: Pre-selected Style Using IP Address: 165.234.101.168	Sent: 9/18/2026 3:31:18 PM Viewed: 9/18/2026 5:05:17 PM Signed: 9/18/2026 5:06:58 PM
Electronic Record and Signature Disclosure: Not Offered via Docusign		
Bobbi Pacht BPacht@FargoND.gov Security Level: Email, Account Authentication (None)		Sent: 9/18/2026 5:07:04 PM
Electronic Record and Signature Disclosure: Not Offered via Docusign		
Karin Mongeon kamongeon@nd.gov Security Level: Email, Account Authentication (None), Authentication		
Electronic Record and Signature Disclosure: Not Offered via Docusign		

Signer Events	Signature	Timestamp
Clint Morgenstern cdmorgenstern@nd.gov Security Level: Email, Account Authentication (None), Authentication **Electronic Record and Signature Disclosure:** Not Offered via Docusign		
Robin R. Rehborg rrehborg@nd.gov Security Level: Email, Account Authentication (None), Authentication **Electronic Record and Signature Disclosure:** Not Offered via Docusign		
Laureen M. Martin lmartin@nd.gov Security Level: Email, Account Authentication (None), Authentication **Electronic Record and Signature Disclosure:** Not Offered via Docusign		

In Person Signer Events	Signature	Timestamp

Editor Delivery Events	Status	Timestamp
Sheila Kitzan skitzan@nd.gov North Dakota Highway Patrol Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign	VIEWED Using IP Address: 2001:4930:c800:4103::2c82	Sent: 9/18/2026 11:02:10 AM Viewed: 9/18/2026 12:35:01 PM Completed: 9/18/2026 12:36:10 PM

Agent Delivery Events	Status	Timestamp
Kathy Lormis klormis@fargond.gov Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign	VIEWED Using IP Address: 165.234.101.171	Sent: 9/18/2026 3:21:35 PM Viewed: 9/18/2026 3:22:12 PM Completed: 9/18/2026 3:31:18 PM

Intermediary Delivery Events	Status	Timestamp

Certified Delivery Events	Status	Timestamp
Sheila Kitzan skitzan@nd.gov Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign		

Carbon Copy Events	Status	Timestamp
DOT Legal Admin dotlegaladmin@nd.gov Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign		

Carbon Copy Events	Status	Timestamp
DOT Legal Admin dotlegaladmin@nd.gov Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign		
Angie Bear, Deputy Auditor ABear@FargoND.gov Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign		
Kelly Aberle kaberle@nd.gov Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign		

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	9/18/2026 11:02:10 AM
Envelope Updated	Security Checked	9/18/2026 12:36:11 PM
Envelope Updated	Security Checked	9/18/2026 12:36:11 PM
Envelope Updated	Security Checked	9/18/2026 12:36:11 PM
Envelope Updated	Security Checked	9/18/2026 12:36:11 PM
Envelope Updated	Security Checked	9/18/2026 12:36:11 PM
Envelope Updated	Security Checked	9/18/2026 3:31:17 PM
Envelope Updated	Security Checked	9/18/2026 3:31:18 PM
Envelope Updated	Security Checked	9/18/2026 3:31:18 PM
Envelope Updated	Security Checked	9/18/2026 3:31:18 PM
Envelope Updated	Security Checked	9/18/2026 3:31:18 PM
Envelope Updated	Security Checked	9/18/2026 3:31:18 PM

Payment Events	Status	Timestamps

FARGO POLICE DEPARTMENT

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

PROFESSIONAL STANDARDS DIVISION

MEMORANDUM

To: FAHR Committee and City Commissioners

From: Captain Troy G. Hannig

Date: 09.29.2026

RE: Purchase Request – Live Scan Fingerprint Machine Using Federal Seized Asset Funds

Dear City Commissioners,

The Fargo Police Department requests approval to use federal seized asset funds for the purchase of an IDEMIA LiveScan fingerprint machine. This memo supports a budget adjustment to project PD09 and expense account 215-5037-411.61-40 (General Supplies) to cover the equipment cost.

The LiveScan system will replace outdated fingerprinting equipment and ensures continued compliance with state-mandated ND BCI AFIS fingerprinting requirements.

Recommendation:
Approve use of federal seized asset funds and the associated budget adjustment to PD09 and 215-5037-411.61-40 General Supplies for the purchase of the IDEMIA LiveScan fingerprint machine.

Attachments:

- Sole Source Request Form (SSP26244)
- Budget Adjustment Form

THE CITY OF Fargo FAR MORE

SOLE SOURCE REQUEST FORM (SSP)

Requested by:	Troy G. Hannig	**Department:**	Police
Date of Request:	07/10/2026	**Phone Number:**	701-241-1409
E-mail:	Thannig@FargoND.gov		
Dept Head Signature:		**Estimated Amount of Purchase:**	$35,371.00

Sole Source Purchase Requirement:

A contract less than $100,000 may be awarded without competition when the Finance Director determines in writing, after conducting a good-faith review of available sources, that there is only one source for the required supply, service, or material. Any sole source procurement greater than $100,000 must also be approved by the Board of City Commissioners prior to a vendor award using this method.

Product or Service description of the features or capabilities unique to the vendor or brand being requested:

IDEMIA'S LiveScan sytem is a proprietary, fully integrated fingerprint capture and submission platform that is exclusively compatible with the North Dakota BCI AFIS system, making it the only solution capable of meeting the State's technical and operational requirements.

The system incorporates IDEMIA-specific hardware designs, patented scanning technology, customized LiveScan software, and an AFIS interface that cannot be procured or supported through any other vendor or reseller.

In addition to meeting ND BCI, FBI IAFIS/NGI, and ANSI/NIST standards, IDEMIA is the sole provider able to deliver the required installation, on-site training, warranty coverage, and ongoing support necessary for proper functionality. Because these capabilities and system components are unique to IDEMIA and no compatable alternatives exist, the LiveScan unit can only be sourced directly from this manufacturer.

Is a Contract required? Yes ☐ Is the procurement Federally Funded? ☐

Vendor Name:	Idemia Public Security		
Address:	14 Crosby Dr., 2nd Floor		
City:	Bedford	**State:** MA	**Zip Code:** 01730
Contact Person:	Johann Guldan	**Title:**	Inside Sales Associate
Telephone:	(629)899-2456	**Email:**	johann.guldan@ps-idemia.com
Finance Director Approval:			
Sole Source (SSP) Number:			SSP26244

IDEMIA's on-going commitment to customer satisfaction and the delivery of the highest level of support in the industry is demonstrated by our placing resources in the field near the customer to provide on-site customer support.

Our standard warranty is 1 Year on-site for both parts and labor. Should Fargo Police Department report a problem, IDEMIA will dispatch the IDEMIA Representative to go on-site to resolve the problem as opposed to other vendors who send a "box with a replacement part". We send a highly trained support representative to provide problem resolution. This ensures that Fargo Police Department staff members are not burdened with the added task of "parts replacement".

Solution Description and Pricing
IDEMIA proposes the equipment and services described in Tables 1 – 2.

Tenprint/Palm Capture - Cabinet Fixed Height — Table 1. Pricing / Maintenance

	Description	Unit Price
LS-F-63HD-22T *LS-CSTX-ND* *LS-COMX-SMTPE* *LS-COMX-POP3* *LS-UPS* *LS-IAT-CUSTOM* *LS-FREIGHT-CAB*	**IDEMIA LiveScan System Cabinet Ten-print/Palm, including:** • IDEMIA LiveScan System Software • FBI Appendix F Certified Ten-print/Palm1000PPI Scanner with Moisture Discriminating Optics Scanner™ (MDO) Block Technology • Standard ND-BCI Criminal and Applicant profiles • Computer, Touch screen monitor, keyboard • Ruggedized Cabinet fixed-height with foot pedal for hands free advancement • UPS • **Installation / On-site Training** • **Warranty:** 1 Year On-site warranty, 9X5, on-site response and parts replacement • **Freight**	$33,672
LS-PRNT-M-2	**Printer, Black & White Ten-print Card, Duplexer, 2 Tray**	$1,699
	Total Extended Price:	**$35,371**
LS-F-63HD-MAINT-95 *LS-PRNT-M-2-MAINT-95*	*Optional* **Annual Maintenance:** *(to start after 1st Year Warranty)* 1 Year On-site ***Advantage*** Solution, 9X5, Next day on-site response and parts replacement	$5,963

Current shipping is 60+ days after receipt by IDEMIA of Fargo Police Department completed pre-installation documentation, or as otherwise scheduled.

Optional Annual Maintenance Support will start immediately following the 1st Year Warranty. Annual Maintenance prices shown above are for Year 2 only. Annual maintenance pricing is subject to increase beginning in Year 3. Please contact the IDEMIA Maintenance Agreement team for pricing details: ContractMaintenance@na-idemia.com

Optional Add-ons and Pricing

IDEMIA equipment options and pricing described in Table 3. Table 3. Optional Pricing / Maintenance

	Description	Unit Price	Annual 5-Yr Maintenance
LS-PRINT-M-TRAY	Printer, Additional Tray	$290	$73

Customer Responsibilities

Fargo Police Department is responsible for the following:

- Providing necessary facility resources required for equipment installation and operation including access, space, environmental control, electrical power and networking.
- Providing a technical point of contact for IDEMIA who will be the primary person responsible for providing and/or coordinating obtainment of site installation pre-requisite information such as network information, IP addresses, power information, etc.
- To obtain and maintain the required transmission lines and hardware for remote communications to and from the necessary agencies.
- Installation, testing and troubleshooting any network communication connections, lines and/ or Fargo Police Department network devices.
- Compliance with ND-BCI requirements using ND-BCI approved method for electronic transfer
- Obtaining all required authorizations for connecting to the ND-BCI AFIS Database.
- Completion and return of IDEMIA pre-install documentation to IDEMIA Program Team.
- Printer supplies such as ink and toner cartridges (consumables) are Fargo Police Department responsibility. IDEMIA does not offer or resell these items.

Assumptions

In developing this price quote, IDEMIA has made the following assumptions:

- Should Fargo Police Department desire or require the ability to interface the proposed IDEMIA LiveScan with an RMS /JMS, upon request IDEMIA will provide Fargo Police Department an Interface Control Document (ICD) in which the Fargo Police Department RMS/JMS vendor can use to ensure compliance for the interface. Set-up will occur at the same time as the installation of IDEMIA LiveScan. Additional fees may occur if this installation is requested at a later date.
- If it is determined that the RMS/JMS cannot meet the requirements of the ICD, IDEMIA will analyze and quote any specific development needs required to establish the interface between the proposed IDEMIA LiveScan and the Fargo Police Department RMS/JMS.
- An inter-agency agreement between Fargo Police Department and ND-BCI AFIS Database will be in place.
- Fargo Police Department will provide all necessary communication to connect to ND-BCI AFIS Database. This includes, but is not limited to hubs, routers, modems, etc.
- LiveScan System shipment and On-site Installation Services will be scheduled *after network connectivity* to ND-BCI has been established and verified *and* IDEMIA's Program team has received the completed pre-install documentation from Fargo Police Department.

The following items are not included in the scope of IDEMIA's pricing and will be quoted based on current service rates in effect at the time of request: (a) requests for IDEMIA assistance / completion of any agency or governing body required security documentation, surveys or questionnaires; (b) requests for IDEMIA support and potential resolution of issues resulting from agency vulnerability assessments, penetration testing and/or security audits.

Additional engineering efforts by IDEMIA beyond the scope of the standard product will be quoted based on current service rates in effect at the time of the change, plus any related travel or administrative expenses. Assistance with training and questions for the Fargo Police Department's database or any programming, scripting, or review of programs beyond work quoted above are excluded from this offer.

Prices exclude any and all state, or local taxes, or other fees or levies. Customer payments are due to IDEMIA within 20 days of the date of the invoice.

Product purchase will be governed by the IDEMIA Agreement, a copy of which is attached. No subsequent purchase order can override such terms. Nothing additional shall be binding upon IDEMIA unless a subsequent agreement is signed by both parties.

Firm delivery schedules will be provided upon receipt of a purchase order *and* IDEMIA receipt of completed pre-install documentation.

IDEMIA reserves the right to substitute hardware of equal value with equal or better capability, based upon market availability. If, however, such equipment is unavailable, IDEMIA will makes its best effort to provide a suitable replacement.

Pricing valid through: August 1st, 2026

Purchase orders should be sent to IDEMIA by electronic mail or U.S. postal mail to:

IDEMIA
14 Crosby Dr., 2nd Floor
Bedford, MA 01730
Email: johann.guldan@ps-idemia.com

Please direct all questions and order correspondence to:

Johann Guldan
IDEMIA Inside Sales
Email: johann.guldan@ps-idemia.com

We look forward to working with you.

Sincerely,

Christian Henry
Sr. Vice President - IDEMIA Identity & Security USA LLC

Advantage Solution Support

The following table provides a summary of the maintenance services and support available during warranty and following warranty expiration. Initial warranty period is 1 year from the date of installation.

Support Features	Warranty	Post-Warranty
Software Support 9X5*	**Included in Warranty**	**Available for purchase**
Unlimited Telephone Technical Support	√	√
2 Hour Telephone Response Time	√	√
Remote Dial-in Analysis	√	√
Software Standard Releases	√	√
Software Supplemental Releases	√	√
Automatic Call Escalation	√	√
Software Customer Alert Bulletins	√	√
Hardware Support – On-site 9X5*	**Included in Warranty**	**Available for purchase**
On-Site Response	24-hours	√
On-Site Corrective Maintenance	√	√
On-Site Parts Replacement	√	√
Preventive Maintenance	√	√
Escalation Support	√	√
Hardware Service Reporting	√	√
Hardware Customer Alert Bulletins	√	√
Parts Support	**Included in Warranty**	**Available for purchase**
Advanced Exchange Parts Replacement	√	√
Telephone Technical Support for Parts Replacement	√	√
Parts Customer Alert Bulletins	√	√
Software Uplifts		
Hours of Coverage Available up to 24 Hours Per Day, 7 Days/Week	Optional	Optional
Hardware Uplifts		
Hours of Coverage Available up to 24 Hours Per Day, 7 Days/Week	Optional	Optional

**Customer local time*

By signing this signature block below, Fargo Police Department agrees to the terms and pricing stated in this price quote for the products and services as referenced above. My signature below constitutes the acceptance of this offer and authorizes IDEMIA to ship and provide these products and services.

Signature Authorization for Order:

Signature _____

Name _____

Date _____

Total Purchase Price (including any Options): $_____

PLEASE ENTER TOTAL ORDER AMOUNT ON THE LINE ABOVE

PLEASE PROVIDE A COPY OF CURRENT TAX EXEMPTION CERTIFICATE (if applicable)

Please provide Billing Address:

_____

_____

_____

Billing Contact name

_____

Telephone number ( )

_____

Email

_____

Check if Billing Address is same as Shipping Address: ☐

Please provide Shipping Address (if different from Billing Address):

_____

_____

_____

Technical Contact name

_____

Telephone number ( )

_____

Email

_____

Idemia Identity & Security USA LLC Short Form Sales Agreement

1. Scope. Idemia Identity & Security USA LLC, ("IDEMIA" or "Seller") having a place of business at 11951 Freedom Drive, Suite 1800, Reston, Virginia 20190 and _____ ("Customer"), having a place of business at _____, enter into this Sales Agreement ("Agreement") pursuant to which IDEMIA will sell to Customer and Customer will purchase from Seller the equipment, parts, software, or services related to the equipment (e.g., installation) described in Seller's Proposal or Letter Quote dated _____. These terms and conditions, together with the Proposal or Quote, comprise the "Agreement." Customer may indicate its acceptance of this Agreement by signing below or by issuing a purchase order that refers to either the Proposal/Quote or to a Customer solicitation to which the Proposal/Quote responds. Only these terms and conditions apply to the transaction, notwithstanding any inconsistent or additional terms and conditions contained in the purchase order or Customer solicitation.

2. Price, Payment and Sales Terms. The Contract Price is U.S. $_____, excluding applicable sales, use, or similar taxes. Seller will submit invoices to Customer for products when they are shipped and, if applicable, for services when they are performed. Customer will make payments to Seller within twenty (20) days after the invoice date. Unless otherwise stipulated with the Seller when an Order is accepted, the Equipment will be delivered by Seller "FCA" (Free Carrier), with named place being the Seller's premises where the Goods are being dispatched, (Incoterms 2010). Title to the Equipment will pass to Customer upon payment in full of the Contract Price as outlined above, except that title to Software will not pass to Customer at any time. Risk of loss will pass to Customer upon delivery of the Equipment to the Customer at the agreed named place of delivery in accordance with the Incoterm in the contract. Seller will pack and ship all Equipment in accordance with good commercial practices.

3. Software. If this transaction involves software, any software owned by Seller ("IDEMIA Software") is licensed to Customer solely in accordance with Seller's Software License Agreement ("SLA"), which is attached as Exhibit A and incorporated herein by this reference. Any software owned by a third party ("Non-IDEMIA Software") is licensed to Customer in accordance with the standard license, terms, and restrictions of the copyright owner unless the owner has granted to Seller the right to sublicense its software pursuant to the SLA, in which case the SLA applies and the owner will have all rights and protections under the SLA as the Licensor. Seller makes no representations or warranties of any kind regarding Non-IDEMIA Software.

4. Express Limited Warranty and Warranty Disclaimer. IDEMIA Software is warranted in accordance with the SLA.

5. Delays and Disputes. Neither party will be liable for its non-performance or delayed performance if caused by an event, circumstance, or act of a third party that is beyond a party's reasonable control (a "Force Majeure"). Each party will notify the other if it becomes aware of a Force Majeure that will significantly delay performance. The parties will try to settle any dispute arising from this Agreement (except for a claim relating to intellectual property or breach of confidentiality) through good faith negotiations. If necessary, the parties will escalate the dispute to their appropriate higher-level managers. If negotiations fail, the parties will jointly select a mediator to mediate the dispute and will share equally the mediation costs. Neither party will assert a breach of this Agreement without first giving the other party written notice and a thirty (30) day period to cure the alleged breach.

6. LIMITATION OF LIABILITY. Except for personal injury or death, Seller's total liability, whether for breach of contract, warranty, negligence, strict liability in tort, or otherwise, will be limited to the direct damages recoverable under law, but not to exceed the purchase price of the products or services for which losses or damages are claimed. SELLER WILL NOT BE LIABLE FOR ANY COMMERCIAL LOSS; INCONVENIENCE; LOSS OF USE, TIME, DATA, GOOD WILL, REVENUES, PROFITS OR SAVINGS; OR OTHER SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES IN ANY WAY RELATED TO OR ARISING FROM THIS AGREEMENT, THE SALE OR USE OF THE PRODUCTS, OR THE PERFORMANCE OF SERVICES BY SELLER PURSUANT TO THIS AGREEMENT. No action for contract breach or otherwise relating to the transactions contemplated by this Agreement may be brought more than one year after the accrual of the cause of action. This limitation of liability survives the expiration or termination of this Agreement.

7. Confidential Information and Preservation of Proprietary Rights. The SLA governs software confidentiality. As to any other information marked "Confidential" and provided by one party to the other, the receiving party will maintain the confidentiality of the information and not disclose it to any third party, take necessary and appropriate precautions to protect the information, and use the information only to further the performance of this Agreement. Confidential information is and will remain the property of the disclosing party, and no grant of proprietary rights in the confidential information is given or intended. Seller, any copyright owner of Non-IDEMIA Software, and any third party manufacturer own and retain all of their proprietary rights in the equipment, parts and software, and nothing herein is intended to restrict their proprietary rights. Except as explicitly provided in the SLA, this Agreement does not grant any right, title or interest in Seller's proprietary rights, or a license under any Seller patent or patent application.

8. Miscellaneous. Each party will comply with all applicable laws, regulations and rules concerning the performance of this Agreement or use of the products to the extent they do not conflict with the laws of the United States. This Agreement and the rights and duties of the parties will be governed by and interpreted in accordance with the laws of the State in which the products are installed to the extent they do not conflict with the laws of the United States. This Agreement constitutes the entire agreement of the parties regarding this transaction, supersedes all previous agreements and proposals relating to this subject matter, and may be amended only by a written instrument executed by both parties. Seller is not making, and Customer is not relying upon, any representation or warranty except those expressed herein. There are no certifications or commitments binding Seller applicable to this transaction unless they are in writing and signed by an authorized signatory of Seller.

Idemia Identity & Security USA LLC ("SELLER"):

Signed_____

Name_____

Title_____

Date_____

NAME ("CUSTOMER")

Signed_____

Name_____

Title_____

Date_____

EXHIBIT A – SOFTWARE LICENSE AGREEMENT

In this Exhibit A, the term "Licensor" means Idemia Identity & Security USA LLC, ("IDEMIA"); "Licensee," means the Customer; "Primary Agreement" means the agreement to which this exhibit is attached (IDEMIA Short Form Sales Agreement); and "Agreement" means this Exhibit and the applicable terms and conditions contained in the Primary Agreement. The parties agree as follows:

For good and valuable consideration, the parties agree as follows:

SECTION 1. DEFINITIONS

1.1 "Designated Products" means products provided by IDEMIA to Licensee with which or for which the Software and Documentation is licensed for use.

1.2 "Documentation" means product and software documentation that specifies technical and performance features and capabilities, and the user, operation and training manuals for the Software (including all physical or electronic media upon which such information is provided).

1.3 "Open Source Software" means software with either freely obtainable source code, license for modification, or permission for free distribution.

1.4 "Open Source Software License" means the terms or conditions under which the Open Source Software is licensed.

1.5 "Primary Agreement" means the agreement to which this exhibit is attached (IDEMIA Short Form Sales Agreement).

1.6 "Security Vulnerability" means a flaw or weakness in system security procedures, design, implementation, or internal controls that could be exercised (accidentally triggered or intentionally exploited) and result in a security breach such that data is compromised, manipulated or stolen or the system damaged.

1.7 "Software" (i) means proprietary software in object code format, and adaptations, translations, de-compilations, disassemblies, emulations, or derivative works of such software; (ii) means any modifications, enhancements, new versions and new releases of the software provided by IDEMIA; and (iii) may contain one or more items of software owned by a third party supplier. The term "Software" does not include any third party software provided under separate license or third party software not licensable under the terms of this Agreement.

SECTION 2. SCOPE

IDEMIA and Licensee enter into this Agreement in connection with IDEMIA's delivery of certain proprietary Software or products containing embedded or pre-loaded proprietary Software, or both. This Agreement contains the terms and conditions of the license IDEMIA is providing to Licensee, and Licensee's use of the Software and Documentation.

SECTION 3. GRANT OF LICENSE

3.1. Subject to the provisions of this Agreement and the payment of applicable license fees, IDEMIA grants to Licensee a personal, limited, non-transferable (except as permitted in Section 7) and non-exclusive license under IDEMIA's copyrights and Confidential Information (as defined in the Primary Agreement) embodied in the Software to use the Software, in object code form, and the Documentation solely in connection with Licensee's use of the Designated Products. This Agreement does not grant any rights to source code.

3.2. If the Software licensed under this Agreement contains or is derived from Open Source Software, the terms and conditions governing the use of such Open Source Software are in the Open Source Software Licenses of the copyright owner and not this Agreement. If there is a conflict between the terms and conditions of this Agreement and the terms and conditions of the Open Source Software Licenses governing Licensee's use of the Open Source Software, the terms and conditions of the license grant of the applicable Open Source Software Licenses will take precedence over the license grants in this Agreement. If requested by Licensee, IDEMIA will use commercially reasonable efforts to: (i) determine whether any Open Source Software is provided under this Agreement; (ii) identify the Open Source Software and provide Licensee a copy of the applicable Open Source Software License (or specify where that license may be found); and, (iii) provide Licensee a copy of the Open Source Software source code, without charge, if it is publicly available (although distribution fees may be applicable).

SECTION 4. LIMITATIONS ON USE

4.1. Licensee may use the Software only for Licensee's internal business purposes and only in accordance with the Documentation. Any other use of the Software is strictly prohibited. Without limiting the general nature of these restrictions, Licensee will not make the Software available for use by third parties on a "time sharing," "application service provider," or "service bureau" basis or for any other similar commercial rental or sharing arrangement.

4.2. Licensee will not, and will not allow or enable any third party to: (i) reverse engineer, disassemble, peel components, decompile, reprogram or otherwise reduce the Software or any portion to a human perceptible form or otherwise attempt to recreate the source code; (ii) modify, adapt, create derivative works of, or merge the Software; (iii) copy, reproduce, distribute, lend, or lease the Software or Documentation to any third party, grant any sublicense or other rights in the Software or Documentation to any third party, or take any action that would cause the Software or Documentation to be placed in the public domain; (iv) remove, or in any way alter or obscure, any copyright notice or other notice of IDEMIA's proprietary rights; (v) provide, copy, transmit, disclose, divulge or make the Software or Documentation available to, or permit the use of the Software by any third party or on any machine except as expressly authorized by this Agreement; or (vi) use, or permit the use of, the Software in a manner that would result in the production of a copy of the Software solely by activating a machine containing the Software. Licensee may make one copy of Software to be used solely for archival, back-up, or disaster recovery purposes; *provided* that Licensee may not operate that copy of the Software at the same time as the original Software is being operated. Licensee may make as many copies of the Documentation as it may reasonably require for the internal use of the Software.

4.3. Unless otherwise authorized by IDEMIA in writing, Licensee will not, and will not enable or allow any third party to: (i) install a licensed copy of the Software on more than one unit of a Designated Product; or (ii) copy onto or transfer Software installed in one unit of a Designated Product onto another device. Licensee may temporarily transfer Software installed on a Designated Product to another device if the Designated Product is inoperable or malfunctioning, if Licensee provides written notice to IDEMIA of the temporary transfer and identifies the device on which the Software is transferred. Temporary transfer of the Software to another device must be discontinued when the original Designated Product is returned to operation and the Software must be removed from the other device. Licensee must provide prompt written notice to IDEMIA at the time temporary transfer is discontinued.

SECTION 5. OWNERSHIP AND TITLE

IDEMIA, its licensors, and its suppliers retain all of their proprietary rights in any form in and to the Software and Documentation, including, but not limited to, all rights in patents, patent applications, inventions, copyrights, trademarks, trade secrets, trade names, and other proprietary rights in or relating to the Software and Documentation (including any corrections, bug fixes, enhancements, updates, modifications, adaptations, translations, de-compilations, disassemblies, emulations to or derivative works from the Software or Documentation, whether made by IDEMIA or another party, or any improvements that result from IDEMIA's processes or, provision of information services). No rights are granted to Licensee under this Agreement by implication, estoppel or otherwise, except for those rights which are expressly granted to Licensee in this Agreement. All intellectual property developed, originated, or prepared by IDEMIA in connection with providing the Software, Designated Products, Documentation or related services, remains vested exclusively in IDEMIA, and Licensee will not have any shared development or other intellectual property rights.

SECTION 6. LIMITED WARRANTY; DISCLAIMER OF WARRANTY

6.1. If Licensee is not in breach of any of its obligations under this Agreement, IDEMIA warrants that the unmodified Software, when used properly and in accordance with the Documentation and this Agreement, will be free from a reproducible defect that eliminates the functionality or successful operation of a feature critical to the primary functionality or successful operation of the Software. Whether a defect occurs will be determined by IDEMIA solely with reference to the Documentation. IDEMIA does not warrant that Licensee's use of the Software or the Designated Products will be uninterrupted, error-free, completely free of Security Vulnerabilities, or that the Software or the Designated Products will meet Licensee's particular requirements. IDEMIA makes no representations or warranties with respect to any third party software included in the Software.

6.2 IDEMIA's sole obligation to Licensee and Licensee's exclusive remedy under this warranty is to use reasonable efforts to remedy any material Software defect covered by this warranty. These efforts will involve either replacing the media or attempting to correct significant, demonstrable program or documentation errors or Security Vulnerabilities. If IDEMIA cannot correct the defect within a reasonable

time, then at IDEMIA's option, IDEMIA will replace the defective Software with functionally-equivalent Software, license to Licensee substitute Software which will accomplish the same objective, or terminate the license and refund the Licensee's paid license fee.

6.3. Warranty claims are described in the Primary Agreement.

6.4. **The express warranties set forth in this Section 6 are in lieu of, and IDEMIA disclaims, any and all other warranties (express or implied, oral or written) with respect to the Software or Documentation, including, without limitation, any and all implied warranties of condition, title, non-infringement, merchantability, or fitness for a particular purpose or use by Licensee (whether or not IDEMIA knows, has reason to know, has been advised, or is otherwise aware of any such purpose or use), whether arising by law, by reason of custom or usage of trade, or by course of dealing. In addition, IDEMIA disclaims any warranty to any person other than Licensee with respect to the Software or Documentation.**

SECTION 7. TRANSFERS

Licensee will not transfer the Software or Documentation to any third party without IDEMIA's prior written consent. IDEMIA's consent may be withheld at its discretion and may be conditioned upon transferee paying all applicable license fees and agreeing to be bound by this Agreement.

SECTION 8. TERM AND TERMINATION

8.1 Licensee's right to use the Software and Documentation will begin when the Primary Agreement is signed by both parties and will continue for the life of the Designated Products with which or for which the Software and Documentation have been provided by IDEMIA, unless Licensee breaches this Agreement, in which case this Agreement and Licensee's right to use the Software and Documentation may be terminated immediately upon notice by IDEMIA.

8.2 Within thirty (30) days after termination of this Agreement, Licensee must certify in writing to IDEMIA that all copies of the Software have been removed or deleted from the Designated Products and that all copies of the Software and Documentation have been returned to IDEMIA or destroyed by Licensee and are no longer in use by Licensee.

8.3 Licensee acknowledges that IDEMIA made a considerable investment of resources in the development, marketing, and distribution of the Software and Documentation and that Licensee's breach of this Agreement will result in irreparable harm to IDEMIA for which monetary damages would be inadequate. If Licensee breaches this Agreement, IDEMIA may terminate this Agreement and be entitled to all available remedies at law or in equity (including immediate injunctive relief and repossession of all non-embedded Software and associated Documentation unless Licensee is a Federal agency of the United States Government).

SECTION 9.UNITED STATES GOVERNMENT LICENSING PROVISIONS & RESTRICTED RIGHTS LEGEND

This Section applies if Licensee is the United States Government or a United States Government agency. Licensee's use, duplication or disclosure of the Software and Documentation under IDEMIA's copyrights or trade secret rights is subject to the restrictions set forth in subparagraphs (c)(1) and (2) of the Commercial Computer Software-Restricted Rights clause at FAR 52.227-19 (JUNE 1987), if applicable, unless they are being provided to the Department of Defense. If the Software and Documentation are being provided to the Department of Defense, Licensee's use, duplication, or disclosure of the Software and Documentation is subject to the restricted rights set forth in subparagraph (c)(1)(ii) of the Rights in Technical Data and Computer Software clause at DFARS 252.227-7013 (OCT 1988), if applicable. The Software and Documentation may or may not include a Restricted Rights notice, or other notice referring to this Agreement. The provisions of this Agreement will continue to apply, but only to the extent that they are consistent with the rights provided to the Licensee under the provisions of the FAR or DFARS mentioned above, as applicable to the particular procuring agency and procurement transaction.

SECTION 10. CONFIDENTIALITY

Licensee acknowledges that the Software and Documentation contain IDEMIA's valuable proprietary and Confidential Information and are IDEMIA's trade secrets, and that the provisions in the Primary Agreement concerning Confidential Information apply.

SECTION 11. GENERAL

11.1. COPYRIGHT NOTICES. The existence of a copyright notice on the Software will not be construed as an admission or presumption of publication of the Software or public disclosure of any trade secrets associated with the Software.

11.2. COMPLIANCE WITH LAWS. Licensee acknowledges that the Software is subject to the laws and regulations of the United States and Licensee will comply with all applicable laws and regulations, including export laws and regulations of the United States. Licensee will not, without the prior authorization of IDEMIA and the appropriate governmental authority of the United States, in any form export or re-export, sell or resell, ship or reship, or divert, through direct or indirect means, any item or technical data or direct or indirect products sold or otherwise furnished to any person within any territory for which the United States Government or any of its agencies at the time of the action, requires an export license or other governmental approval. Violation of this provision is a material breach of this Agreement.

11.3. GOVERNING LAW. This Agreement is governed by the laws of the United States to the extent that they apply and otherwise by the internal substantive laws of the State to which the Software is shipped if Licensee is a sovereign government entity, to the extent they do not conflict with the laws of the United States, or the internal substantive laws of the State of Delaware if Licensee is not a sovereign government entity. The terms of the U.N. Convention on Contracts for the International Sale of Goods do not apply. In the event that the Uniform Computer Information Transaction Act, any version of this Act, or a substantially similar law (collectively "UCITA") becomes applicable to a party's performance under this Agreement, UCITA does not govern any aspect of this Agreement or any license granted under this Agreement or any of the parties' rights or obligations under this Agreement. The governing law will be that in effect prior to the applicability of UCITA.

11.4. THIRD PARTY BENEFICIARIES. This Agreement is entered into solely for the benefit of IDEMIA and Licensee. No third party has the right to make any claim or assert any right under this Agreement, and no third party is deemed a beneficiary of this Agreement. Notwithstanding the foregoing, any licensor or supplier of third party software included in the Software will be a direct and intended third party beneficiary of this Agreement.

11.5. PREVAILING PARTY. In the event of any dispute arising out of the subject matter of this Agreement, the prevailing party shall recover, in addition to any other damages assessed, its reasonable attorneys' fees and court costs incurred in arbitrating, litigating, or otherwise settling or resolving such dispute.

11.6 SURVIVAL. Sections 4, 5, 6.3, 7, 8, 9, 10, and 11 survive the termination of this Agreement.

IDEMIA

14 Crosby Dr., 2nd Flr.
Bedford, MA 01730
Tel: (978) 215-2400
Fax: (978) 215-2500

July 10, 2026

Jessie Kershaw
Administrative Staff Officer II
ND Office of Attorney General | Bureau of Criminal Investigation
PO Box 1054 | Bismarck ND 58502-1054
(w) 701.328.5536
jjkershaw@nd.gov

RE: Sole Source

Idemia Identity & Security USA LLC is the leader in Automated Fingerprint Identification Systems Worldwide. Our equipment is manufactured and integrated at 10250 Valley View Road, Eden Prairie, MN 55344.

By nature of the proprietary hardware and software components and the overall system design, there are currently no other companies authorized to perform maintenance services on our systems.

Thank you for your continued support of IDEMIA. We look forward to a long partnership with you.

Sincerely,

Christian Henry, Sr. Vice President
Idemia Identity & Security USA LLC

INVOICE

Idemia Identity & Security USA LLC
14 Crosby Drive Suite 200
Bedford, MA 01730 USA
Phone (714) 238-2000
FAX (714) 238-2049

INVOICE	
DATE	NUMBER
10/1/2026	92724P

BILL TO:
FARGO POLICE
FARGO POLICE DEPT
105 25th ST N
FARGO, ND 58102
UNITED STATES

SHIP TO:
FARGO POLICE
FARGO POLICE DEPT
105 25th ST N
FARGO, ND 58102
UNITED STATES

PO#	CUST ID	SALESPERSON	SHIP VIA	PAY TERMS	DUE DATE
IDND-L060926-02A	FA160C	JOHANN GULDAN	BEST_WAY	Net 30	10/31/2026

QTY	PART NUMBER	DESCRIPTION	SERIAL NUMBER	U OF M	UNIT PRICE	EXT PRICE
1.00	LS-F-63HD-22T	LIVESCAN, FIXED HEIGHT CABINET, TP 6300HD, 2		EACH	$22,152.00	$22,152.00
1.00	LS-CSTX-ND	NORTH DAKOTA, LIVESCAN TPEV5 CUSTOMIZATI		each	$7,800.00	$7,800.00
1.00	LS-IAT-CUSTOM	LIVESCAN, TOUCH PRINT ENTERPRISE, CUSTOM		each	$2,500.00	$2,500.00
1.00	LS-PRNT-M	LIVESCAN, PRINTER, MONOCHROME LASER PRI		each	$1,699.00	$1,699.00
1.00	LS-FREIGHT-CAB	LIVESCAN, SHIPPING, HANDLING, CABINET		each	$350.00	$350.00
1.00	LS-COMX-SMTPE	TOUCH PRINT ENTERPRISE V.5 ELECTRONIC FIN		each	$340.00	$340.00
1.00	LS-COMX-POP3	TOUCH PRINT ENTERPRISE V.5 POP3 CLIENT ME		each	$340.00	$340.00
1.00	LS-UPS	LIVESCAN OPTION, UPS		each	$190.00	$190.00

PLEASE REMIT TO:
Idemia Identity & Security USA LLC
P.O. Box 23496
New York, NY 10087-3496

IDEMIA Identity & Security
FED ID # 04-3320515

SUBTOTAL:	$35,371.00
TAX:	$0.00
TOTAL:	$35,371.00

Email EFT Remittance to: EFT@ps-idemia.com

Send ACH/Wire to: Bank: JPMorgan Chase Swift Code: CHASUS33, Acct: 795693602, ACH/Wire Routing: 021000021

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 Department

REQUESTED BY: Captain Troy G. Hannig **PROJECT NUMBER :** PD09

DATE PREPARED: 9/29/2026

DESCRIPTION OF REQUEST: Use of federal seized asset fun[illegible] machine needed to me[illegible]

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

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

EXPENSE ACCOUNT NUMBER:		CURRENT BUDGET		REQUESTED ADJUSTMENT		NEW BUDGET
215-0000-104-61-40 General Supply				$ 35,371	= $	35,371
					= $	-
			+		= $	-
			+		= $	-
			+		= $	-
			+		= $	-
			+		= $	-
			TOTAL EXPENSE ADJUSTMENTS:	$ 35,371		

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

MONTHLY ALLOCATION (if not evenly over the remaining months of the year)

Jan	Feb	Mar	Apr	May	June
Jul	**Aug**	**Sep**	**Oct**	**Nov**	**Dec**

FINANCE DEPT USE ONLY:

FAHR REVIEWED ON: _____

COMMISSION APPROVED ON: _____

ENTERED BY FINANCE: ***Date:*** _____

By: _____

BA# _____

FARGO FIRE DEPARTMENT
637 NP Avenue North
Fargo, ND 58102-4916
Phone: 701.241.1540 | Fax: 701.241.8125
FargoFire.com

MEMORANDUM

Date: October 1, 2026
To: F.A.H.R. Committee
From: Brady Scribner, Emergency Manager
Re: Acceptance of the FY 2025 State Homeland Security Grant Program Award for Fire Station Card Readers

Background

The Fargo Fire Department has been awarded $25,000.00 from the North Dakota Department of Emergency Services (NDDES) under the FY 2025 State Homeland Security Grant Program (SHSP). The award funds external card readers at each of the City's eight fire stations to control access to those facilities. There is no requirement for the City of Fargo to match any portion of this award; the subrecipient cost share is $0.00.

The State Homeland Security Grant Program assists state, local, tribal, and territorial efforts to build, sustain, and deliver the capabilities necessary to prevent, prepare for, protect against, and respond to acts of terrorism and other catastrophic events.

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

Award Summary

Item	Detail
Grant program	FY 2025 State Homeland Security Grant Program
Assistance Listing (CFDA)	97.067
Federal Award Identification Number	EMW-2025-SS-05047
Federal award date	September 26, 2025
Federal awarding agency	U.S. Department of Homeland Security
Pass-through entity	North Dakota Department of Emergency Services
Subrecipient	City of Fargo (Fire Department)
Subrecipient UEI	K2QJQZVH5PM6
NDDES grant number	Project S28
Total federal funds obligated	$25,000.00
Subrecipient cost share	$0.00
Period of performance	July 30, 2026 through May 31, 2028
City project code	FI056

THE CITY OF Fargo FAR MORE

FARGO FIRE DEPARTMENT
637 NP Avenue North
Fargo, ND 58102-4916
Phone: 701.241.1540 | Fax: 701.241.8125
FargoFire.com

Use of Funds

The award funds physical access control improvements (card readers) for the Fargo Fire Department's eight fire stations, for a total of $25,000.00. Actual costs will be set by competitive quotes.

Fire stations are soft targets. They are accessible, and they do not carry the strict security measures found at hardened facilities, which makes them vulnerable to terrorists and others who would do harm. Controlling and monitoring who enters helps prevent unauthorized access to the stations.

This project protects the personnel, apparatus, and equipment at each station and helps keep the City's fire response capability available when it is needed.

Program Context

The Fire Department's application for this project, Project S28, was submitted to NDDES on August 27, 2025. In January 2026, NDDES advised that it had not yet received FEMA authorization for the FY 2025 funds. The Notice of Grant Award is dated July 30, 2026.

Fiscal Administration

This is a reimbursement grant. The City of Fargo incurs eligible costs first and then submits reimbursement requests to NDDES with supporting documentation. No funds are advanced to the City. Grant activity will be tracked under project code FI056 and managed in accordance with the City of Fargo Grants Administrative Policy.

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

Procurement

All purchases will comply with City of Fargo Purchasing Policy and with federal procurement standards at 2 C.F.R. §§ 200.318 through 200.326.

Reporting and Grant Administration

Quarterly progress reports are required while the grant project is active and are due January 15, April 15, July 15, and October 15, with a final report due at closeout. City of Fargo Emergency Management will administer progress reporting, reimbursement requests, and project closeout in coordination with the Fargo Fire Department.

Anticipated Timeline

The Notice of Grant Award is dated July 30, 2026 and directs that the acceptance steps be completed within ten days of that date. The award letter also states: "If you need additional time to obtain signatures due to local administrative requirements, please inform NDDES within the 10-day period." A request for additional time to complete City review and signature has been made to NDDES.

Article 48 of the Special Conditions states: "The FEMA EHP review process must be completed before funds are released to carry out the proposed project, otherwise, DHS/FEMA may not be able to fund the project due to noncompliance with EHP laws, executive orders, regulations, and policies." Environmental and historic preservation documentation for all eight stations, including responses from the North Dakota State Historic Preservation Office, was submitted to FEMA through NDDES, which confirmed the submission on April 23, 2026. FEMA EHP approval was received on June 5, 2026.

FARGO FIRE DEPARTMENT
637 NP Avenue North
Fargo, ND 58102-4916
Phone: 701.241.1540 | Fax: 701.241.8125
FargoFire.com

Work on this grant will begin in October, 2026. After installation, the Department will test the systems and train staff on their use. The period of performance runs through May 31, 2028, and all activity, including procurement, installation, reimbursement, and closeout, must be completed within that period.

Recommended Motion

Accept the FY 2025 State Homeland Security Grant Program award in the amount of $25,000.00 and authorize the Mayor to sign and initial the North Dakota Department of Emergency Services Notice of Grant Award and Special Conditions.

Approve an adjustment to the Fargo Fire Department budget as follows.

Revenue Account

- 101-0000-331.12-42 – $25,000.00

Expense Account

- 101-4045-412.74-10 – $25,000.00

Attachments

North Dakota Department of Emergency Services FY 2025 State Homeland Security Grant Program Notice of Grant Award and Special Conditions

NORTH Dakota | Emergency Services
Be Legendary.

July 30, 2026

City of Fargo (Fire Dept)
Josh Boschee, Mayor of Fargo
637 NP Ave
Fargo, ND 58102

Dear Josh Boschee:

Congratulations on behalf of the North Dakota Department of Emergency Services (NDDES) Division of Homeland Security; your grant application submitted for the FY 2025 State Homeland Security Grant Program (SHSP) has been approved for award in the amount of $25,000.00.

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

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

Procurement Requirements

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

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

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

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

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

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

Project Reporting

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

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

DES Grants System Document Upload Instructions

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

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

Sincerely,

Debbie LaCombe

Debbie LaCombe
Preparedness Chief

NORTH Dakota | Emergency Services
Be Legendary.

NDDES

NOTICE OF GRANT AWARD			
Recipient Contact Name: Debbie LaCombe		**Recipient Contact #:** 701-328-8119	
Title of Grant Program: FY 2025 State Homeland Security Grant Program			
CFDA No. 97.067 SHSP		**Federal Award to NDDES:** $4,362,750	
Federal Award Identification Number: EMW-2025-SS-05047		**Federal Award Date:** September 26, 2025	
This award is **not** for R&D.	**Indirect Cost Rate:** 0% - ND does not have an approved ICR.		
Federal Awarding Agency: U.S. Department of Homeland Security			
Subrecipient Name and Address City of Fargo (Fire Dept) 637 NP Ave Fargo, ND 58102		**Subrecipient Authorized Contact Name:** Brady Scribner Telephone: 701-476-4069 Email: BScribner@FargoND.gov	
Subrecipient UEI: K2QJQZVH5PM6	**Subrecipient Grant Number:** 28		**County/Tribe:** Cass
Period of Performance/Budget Period:	**Start Date:** July 30, 2026		**End Date:** May 31, 2028
Total Federal Funds Obligated: $25,000.00	**Subrecipient Cost Share:** $0.00		**Total Project Cost:** $25,000.00
Project Description: The intent of this award is to enhance the capability of the subrecipient to prevent, protect against, mitigate, respond to, and recover from acts of terrorism and other catastrophic events in accordance with the federal Notice of Funding Opportunity for this grant program, the approved scope of work, and approved cost line items.			
Reporting Requirements: Progress reports on the status of the project must be submitted to NDDES quarterly through the NDDES grant portal (https://grants.des/nd.gov). Reports are due January 15, April 15, July 15, and October 15 for the life of the grant. A final report is due upon closeout.			
Special Conditions: The above grant project is approved subject to the special conditions or limitations DHS/FEMA Terms and Conditions as indicated on the attached pages.			
Terms and Conditions: This award is subject to the terms and conditions incorporated directly or by reference in the following: 1) Fiscal Requirements and Other Program Rules, Regulations, Laws, and Polices for Federal Programs which can be found at General Resources (Non-Disaster) - grants.des.nd.gov. 2) Applicable Federal and State laws and regulations. 3) The recipient agrees by signing this document that all allocations and use of funds under this grant will be in accordance with the Federal Notice of Funding Opportunity & FEMA Preparedness Grants Manual for this grant program.			
This contract is not effective until fully executed by both parties. By signing below, you are accepting the terms and conditions of the award. Please make sure you read and understand these documents before signing. Maintain a copy of these documents in your official file for this award.			
Evidence of Subrecipient's Acceptance		**Evidence of NDDES Approval**	
Signature	Date	Darin Hanson Signature	7/30/2026 Date
Name and Title of Authorized Representative Josh Boschee Mayor of Fargo		**Name and Title of Authorized Representative** Darin Hanson Director, HSEM	

NORTH Dakota Be Legendary. | Emergency Services

NDDES

SPECIAL CONDITIONS
State Homeland Security Grant Program (SHSP)

NDDES Terms and Conditions

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

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

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

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

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

Federal Program Specific Terms and Conditions

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

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

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

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

Article 50 **Acceptance of Post Award Changes**

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

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

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

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

Before making any change to the FEMA approved budget for this award, a written request must be submitted and approved by FEMA as required by 2 C.F.R. section 200.308. For purposes of non-construction projects, FEMA is utilizing its discretion to impose an additional restriction under 2 C.F.R. section 200.308(i) regarding the transfer of funds among direct cost categories, programs, functions, or activities. For awards with an approved budget where the federal share is greater than the simplified acquisition threshold (currently $250,000) and where the cumulative amount of such transfers exceeds

or is expected to exceed ten percent (10%) of the total budget FEMA last approved, transferring funds among direct cost categories, programs, functions, or activities is unallowable without prior written approval from FEMA. For purposes of awards that support both construction and non-construction work, 2 C.F.R. section 200.308(f)(9) requires the recipient to obtain prior written approval from FEMA before making any fund or budget transfers between the two types of work. Any deviations from a FEMA approved budget must be reported in the first Federal Financial Report (SF-425) that is submitted following any budget deviation, regardless of whether the budget deviation requires prior written approval.

Article 53 **Indirect Cost Rate**

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

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

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

Article 55 **Summary of Award and Subprograms**

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

Article 56 **HSGP Performance Goals**

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

Article 57 **OPSG Program Performance Goals**

In addition to the Biannual Strategy Implementation Report (BSIR) submission requirements outlined in the Preparedness Grants Manual, recipients must demonstrate how the grant-funded project addressed

the core capability gap associated with this project and identified in the Threat and Hazard Identification and Risk Analysis (THIRA) or Stakeholder Preparedness Review (SPR) or sustains existing capabilities as applicable. The capability gap reduction or capability sustainment must be addressed in the Project Description of the BSIR for each project.

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

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

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

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

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

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

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

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

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

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

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

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

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

See your award document.

Article 66 **This article has been removed**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

FY 2025 DHS STANDARD TERMS AND CONDITIONS

C. Standard Terms & Conditions

I. Acknowledgement of Federal Funding from DHS

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

II. Activities Conducted Abroad

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

III. *Age Discrimination Act of 1975*

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

IV. *Americans with Disabilities Act of 1990*

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

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

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

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

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

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

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

(a) Award number,

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

(c) Awardee name,

(d) Awardee address,

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

(f) Indication of the report type:

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

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

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

(3) Definitions.

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

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

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

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

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

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

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

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

VIII. *Civil Rights Act of 1968*

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

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

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

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

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

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

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

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

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

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

X. Copyright

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

XI. Debarment and Suspension

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

XII. Drug-Free Workplace Regulations

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

XIII. Duplicative Costs

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

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

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

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XV. *Energy Policy and Conservation Act*

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

XVI. Equal Treatment of Faith-Based Organizations

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

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

XVII. Anti-Discrimination

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

(1) Definitions. As used in this clause –

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

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

(c) Discriminatory equity ideology has the meaning set forth in Section 2(b) of Executive Order 14190 of January 29, 2025.

(d) Discriminatory prohibited boycott means refusing to deal, cutting commercial relations, or otherwise limiting commercial relations specifically with Israeli companies or with companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of Israel to do business.

(e) Federal anti-discrimination laws mean Federal civil rights law that protect individual Americans from discrimination on the basis of race, color, sex, religion, and national origin.

(f) Illegal immigrant means any alien, as defined in 8 U.S.C. § 1101(a)(3), who has no lawful immigration status in the United States.

(2) Grant award certification.

(a) By accepting the grant award, recipients are certifying that:

(i) They do not, and will not during the term of this financial assistance award, operate any programs that advance or promote DEI, DEIA, or discriminatory equity ideology in violation of Federal anti-discrimination laws; and

(ii) They do not engage in and will not during the term of this award engage in, a discriminatory prohibited boycott.

(iii) They do not, and will not during the term of this award, operate any program that benefits illegal immigrants or incentivizes illegal immigration.

(3) DHS reserves the right to suspend payments in whole or in part and/or terminate financial assistance awards if the Secretary of Homeland Security or her designee determines that the recipient has violated any provision of subsection (2)..

FY 2025 DHS STANDARD TERMS AND CONDITIONS

(4) Upon suspension or termination under subsection (3), all funds received by the recipient shall be deemed to be in excess of the amount that the recipient is determined to be entitled to under the Federal award for purposes of 2 C.F.R. § 200.346. As such, all amounts received will constitute a debt to the Federal Government that may be pursued to the maximum extent permitted by law.

XVIII. *False Claims Act* and Program Fraud Civil Remedies

Recipients must comply with the requirements of the *False Claims Act*, 31 U.S.C. §§ 3729- 3733, which prohibit the submission of false or fraudulent claims for payment to the Federal Government. (See 31 U.S.C. §§ 3801-3812, which details the administrative remedies for false claims and statements made.)

XIX. Federal Debt Status

All recipients are required to be non-delinquent in their repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. See OMB Circular A-129.

XX. Federal Leadership on Reducing Text Messaging While Driving

Recipients are encouraged to adopt and enforce policies that ban text messaging while driving recipient-owned, recipient-rented, or privately owned vehicles when on official government business or when performing any work for or on behalf of the Federal Government. Recipients are also encouraged to conduct the initiatives of the type described in Section 3(a) of Executive Order 13513.

XXI. Fly America Act of 1974

Recipients must comply with Preference for U.S. Flag Air Carriers (a list of certified air carriers can be found at: Certificated Air Carriers List | US Department of Transportation, https://www.transportation.gov/policy/aviation-policy/certificated-aircarriers-list)for international air transportation of people and property to the extent that such service is available, in accordance with the *International Air Transportation Fair Competitive Practices Act of 1974*, 49 U.S.C. § 40118, and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981, amendment to Comptroller General Decision B-138942.

XXII. Hotel and Motel Fire Safety Act of 1990

Recipients must ensure that all conference, meeting, convention, or training space funded entirely or in part by federal award funds complies with the fire prevention and control guidelines of Section 6 of the *Hotel and Motel Fire Safety Act of 1990*, 15 U.S.C. § 2225a.

XXIII. John S. McCain National Defense Authorization Act of Fiscal Year 2019

Recipients, subrecipients, and their contractors and subcontractors are subject to the prohibitions described in section 889 of the *John S. McCain National Defense Authorization Act for Fiscal Year 2019*, Pub. L. No. 115-232 (2018) and 2 C.F.R. §§ 200.216, 200.327, 200.471, and Appendix II to 2 C.F.R. Part 200. The statute – as it applies to DHS recipients, subrecipients, and their contractors and subcontractors – prohibits obligating or expending federal award funds on certain telecommunications and video surveillance products and contracting with certain entities for national security reasons.

XXIV. Limited English Proficiency (*Civil Rights Act of 1964, Title VI*)

Recipients must comply with Title VI of the *Civil Rights Act of 1964* (42 U.S.C. § 2000d *et seq.*) prohibition against discrimination on the basis of national origin, which requires that recipients of federal financial assistance take reasonable steps

to provide meaningful access to persons with limited English proficiency (LEP) to their programs and services. For additional assistance and information regarding language access obligations, please refer to the DHS Recipient Guidance: https://www.dhs.gov/guidance-published-help- department-supported-organizationsprovide-meaningful-access-people-limited and additional resources on http://www.lep.gov.

XXV. Lobbying Prohibitions

Recipients must comply with 31 U.S.C. § 1352 and 6 C.F.R. Part 9, which provide that none of the funds provided under a federal award may be expended by the recipient to pay any person to influence, or attempt to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any federal action related to a federal award or contract, including any extension, continuation, renewal, amendment, or modification. Per 6 C.F.R. Part 9, recipients must file a lobbying certification form as described in Appendix A to 6 C.F.R. Part 9 or available on Grants.gov as the Grants.gov Lobbying Form and file a lobbying disclosure form as described in Appendix B to 6 C.F.R. Part 9 or available on Grants.gov as the Disclosure of Lobbying Activities (SF-LLL).

XXVI. *National Environmental Policy Act*

Recipients must comply with the requirements of the *National Environmental Policy Act of 1969*, Pub. L. No. 91-190 (1970) (codified as amended at 42 U.S.C. § 4321 *et seq.*) (NEPA) and the Council on Environmental Quality (CEQ) Regulations for Implementing the Procedural Provisions of NEPA, which require recipients to use all practicable means within their authority, and consistent with other essential considerations of national policy, to create and maintain conditions under which people and nature can exist in productive harmony and fulfill the social, economic, and other needs of present and future generations of Americans.

XXVII. National Security Presidential Memorandum-33 (NSPM-33) and provisions of the CHIPS and Science Act of 2022, Pub. L. 117-167, Section 10254

(1) Recipient research institutions ("covered institutions") must comply with the requirements in NSPM-33 and provisions of Pub. L.117-167, Section 10254 (codified at 42 U.S.C. § 18951) certifying that the institution has established and operates a research security program that includes elements relating to:

(a) cybersecurity;

(b) foreign travel security;

(c) research security training; and

(d) export control training, as appropriate.

(2) Definition. "Covered institutions" means recipient research institutions receiving federal Research and Development (R&D) science and engineering support "in excess of $50 million per year."

XXVIII. Non-Supplanting Requirement

Recipients of federal awards under programs that prohibit supplanting by law must ensure that federal funds supplement but do not supplant non-federal funds that, in the absence of such federal funds, would otherwise have been made available for the same purpose.

XXIX. Notice of Funding Opportunity Requirements

All the instructions, guidance, limitations, scope of work, and other conditions set forth in the Notice of Funding Opportunity (NOFO) for this federal award are incorporated

FY 2025 DHS STANDARD TERMS AND CONDITIONS

by reference. All recipients must comply with any such requirements set forth in the NOFO. If a condition of the NOFO is inconsistent with these terms and conditions and any such terms of the federal award, the condition in the NOFO shall be invalid to the extent of the inconsistency. The remainder of that condition and all other conditions set forth in the NOFO shall remain in effect.

XXX. Patents and Intellectual Property Rights

Recipients are subject to the *Bayh-Dole Act*, 35 U.S.C. § 200 *et seq*. and applicable regulations governing inventions and patents, including the regulations issued by the Department of Commerce at 37 C.F.R. Part 401 (Rights to Inventions Made by Nonprofit Organizations and Small Business Firms under Government Awards, Contracts, and Cooperative Agreements) and the standard patent rights clause set forth at 37 C.F.R. § 401.14.

XXXI. Presidential Executive Orders

Recipients must comply with the requirements of Presidential Executive Orders related to grants (also known as federal assistance and financial assistance), the full text of which are incorporated by reference.

XXXII. Procurement of Recovered Materials

States, political subdivisions of states, and their contractors must comply with Section 6002 of the *Solid Waste Disposal Act*, Pub. L. No. 89-272 (1965) (codified as amended by the *Resource Conservation and Recovery Act* at 42 U.S.C. § 6962) and 2 C.F.R. § 200.323. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition.

XXXIII. *Rehabilitation Act of 1973*

Recipients must comply with the requirements of Section 504 of the *Rehabilitation Act of 1973*, Pub. L. No. 93-112 (codified as amended at 29 U.S.C. § 794), which provides that no otherwise qualified handicapped individuals in the United States will, solely by reason of the handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

XXXIV. Reporting Recipient Integrity and Performance Matters

If the total value of any currently active grants, cooperative agreements, and procurement contracts from all federal awarding agencies exceeds $10,000,000 for any period of time during the period of performance of the federal award, then the recipient must comply with the requirements set forth in the government-wide federal award term and condition for Recipient Integrity and Performance Matters is in 2 C.F.R. Part 200, Appendix XII, the full text of which is incorporated by reference.

XXXV. Reporting Subawards and Executive Compensation

For federal awards that total or exceed $30,000, recipients are required to comply with the requirements set forth in the government-wide federal award term and condition on Reporting Subawards and Executive Compensation set forth at 2 C.F.R. Part 170, Appendix A, the full text of which is incorporated by reference.

XXXVI. Required Use of American Iron, Steel, Manufactured Products, and Construction Materials

(1) Recipients of a federal award from a financial assistance program that provides funding for infrastructure are hereby notified that none of the funds provided under this federal award may be used for a project for infrastructure unless:

FY 2025 DHS STANDARD TERMS AND CONDITIONS

(a) all iron and steel used in the project are produced in the United States—this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;

(b) all manufactured products used in the project are produced in the United States—this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and

(c) all construction materials are manufactured in the United States—this means that all manufacturing processes for the construction material occurred in the United States.

(2) The Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project but are not an integral part of the structure or permanently affixed to the infrastructure project.

(3) *Waivers*

When necessary, recipients may apply for, and the agency may grant, a waiver from these requirements. The agency should notify the recipient for information on the process for requesting a waiver from these requirements.

(a) When the Federal agency has determined that one of the following exceptions applies, the federal awarding official may waive the application of the domestic content procurement preference in any case in which the agency determines that:

(i) applying the domestic content procurement preference would be inconsistent with the public interest;

(ii) the types of iron, steel, manufactured products, or construction materials are not produced in the United States in sufficient and reasonably available quantities or of a satisfactory quality; or

(iii) the inclusion of iron, steel, manufactured products, or construction materials produced in the United States will increase the cost of the overall project by more than 25 percent.

(b) A request to waive the application of the domestic content procurement preference must be in writing. The agency will provide instructions on the format, contents, and supporting materials required for any waiver request. Waiver requests are subject to public comment periods of no less than 15 days and must be reviewed by the Made in America Office.

(c) There may be instances where a federal award qualifies, in whole or in part, for an existing waiver described at "Buy America" Preference in FEMA Financial Assistance Programs for Infrastructure | FEMA.gov.

FY 2025 DHS STANDARD TERMS AND CONDITIONS

(4) *Definitions*. The definitions applicable to this term are set forth at 2 C.F.R. § 184.3, the full text of which is incorporated by reference.

XXXVII. SAFECOM

Recipients receiving federal awards made under programs that provide emergency communication equipment and its related activities must comply with the SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications. The SAFECOM Guidance is updated annually and can be found at Funding and Sustainment | CISA.

XXXVIII. Subrecipient Monitoring and Management

Pass-through entities must comply with the requirements for subrecipient monitoring and management as set forth in 2 C.F.R. §§ 200.331-333.

XXXIX. System for Award Management and Unique Entity Identifier Requirements

Recipients are required to comply with the requirements set forth in the governmentwide federal award term and condition regarding the System for Award Management and Unique Entity Identifier Requirements in 2 C.F.R. Part 25, Appendix A, the full text of which is incorporated reference.

XL. Termination of a Federal Award

(1) By DHS. DHS may terminate a federal award, in whole or in part, for the following reasons:

(a) If the recipient fails to comply with the terms and conditions of the federal award;

(b) With the consent of the recipient, in which case the parties must agree upon the termination conditions, including the effective date, and in the case of partial termination, the portion to be terminated; or

(c) Pursuant to the terms and conditions of the federal award, including, to the extent authorized by law, if the federal award no longer effectuates the program goals or agency priorities.

(3) By the Recipient. The recipient may terminate the federal award, in whole or in part, by sending written notification to DHS stating the reasons for such termination, the effective date, and in the case of partial termination, the portion to be terminated. However, if DHS determines that the remaining portion of the federal award will not accomplish the purposes for which the federal award was made, DHS may terminate the federal award in its entirety.

(4) Notice. Either party will provide written notice of intent to terminate for any reason to the other party no less than 30 calendar days prior to the effective date of the termination.

(5) Compliance with Closeout Requirements for Terminated Awards. The recipient must continue to comply with closeout requirements in 2 C.F.R. §§ 200.344200.345 after an award is terminated.

FY 2025 DHS STANDARD TERMS AND CONDITIONS

XLI. Terrorist Financing

Recipients must comply with Executive Order 13224 and applicable statutory prohibitions on transactions with, and the provisions of resources and support to, individuals and organizations associated with terrorism. Recipients are legally responsible for ensuring compliance with the Executive Order and laws.

XLII. Trafficking Victims Protection Act of 2000(TVPA)

Recipients must comply with the requirements of the government-wide federal award term and condition which implements Trafficking Victims Protection Act of 2000, Pub. L. No. 106-386, § 106 (codified as amended at 22 U.S.C. § 7104). The federal award term and condition is in 2 C.F.R. § 175.105, the full text of which is incorporated by reference.

XLIII. *Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism (USA PATRIOT) Act of 2001*, Pub. L. 107-56

Recipients must comply with the requirements of Pub. L. 107-56, Section 817 of the USA PATRIOT Act, which amends 18 U.S.C. §§ 175–175c.

XLIV. Use of DHS Seal, Logo and Flags

Recipients must obtain written permission from DHS prior to using the DHS seals, logos, crests, or reproductions of flags, or likenesses of DHS agency officials. This includes use of DHS component (e.g., FEMA, CISA, etc.) seals, logos, crests, or reproductions of flags, or likenesses of component officials.

XLV. *Whistleblower Protection Act*

Recipients must comply with the statutory requirements for whistleblower protections in 10 U.S.C § 470141 U.S.C. § 4712.

BUDGET ADJUSTMENT REQUEST

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

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

DEPARTMENT: Fargo Fire

REQUESTED BY: Brady Scribner **PROJECT NUMBER :** *FI056*

DATE PREPARED: 10/1/2026

DESCRIPTION OF REQUEST:

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

This request is related to the 2025 State Homeland Security Program Grant award of $25,000 to install card readers at all Fargo Fire Stations. The anticipated project completion date is sometime in 2027.

REVENUE ACCOUNT NUMBER:	CURRENT BUDGET		REQUESTED ADJUSTMENT		NEW BUDGET
101-0000-331.12-42		$	25,000	= $	25,000
				= $	-
		+		= $	-
		+		= $	-
	TOTAL REVENUE ADJUSTMENTS:	$	25,000		

EXPENSE ACCOUNT NUMBER:	CURRENT BUDGET		REQUESTED ADJUSTMENT		NEW BUDGET
101-4045-412.74-10	$ -	$	25,000	=	
				= $	-
		+		= $	-
		+		= $	-
		+		= $	-
		+		= $	-
		+		= $	-
	TOTAL EXPENSE ADJUSTMENTS:	$	25,000		

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

MONTHLY ALLOCATION (if not evenly over the remaining months of the year)

Jan	Feb	Mar	Apr	May	June

Jul	Aug	Sep	Oct	Nov	Dec

FINANCE DEPT USE ONLY:

FAHR REVIEWED ON: _____

COMMISSION APPROVED ON: _____

ENTERED BY FINANCE: ***Date:*** _____

By: _____

BA# _____

THE CITY OF Fargo FAR MORE | INSPECTIONS

INSPECTIONS DEPARTMENT
Fargo City Hall 225 Fourth Street North Fargo, ND 58102
Phone: 701.241.1561 | Fax: 701.476.6779
FargoND.gov

26

Memorandum

DATE: October 12,2026

TO: Mayor and Board of City Commissioners

FROM: Shawn Ouradnik, Inspections Director

SUBJECT: Dangerous Building demo agreement for 1544 3 Ave S (RFP26170)

Property History:

The City initiated dangerous building proceedings for 1544 3rd Avenue South, and on November 24, 2025, the Board of City Commissioners determined the property was a dangerous building and ordered it repaired or demolished by January 23, 2026. The required work was not completed, and the Board subsequently extended the deadline to March 27, 2026. A further extension was denied on April 13, 2026.
Mr. Wahl thereafter filed litigation against the City. The parties entered into a Settlement Agreement under which Mr. Wahl agreed to obtain the necessary permits and complete the required exterior work within 90 days of permit issuance, with siding to be completed within 120 days. The Agreement provides that the dangerous building designation remains in effect until the Inspections Director determines the property is no longer dangerous and that no further extensions may be granted absent a written agreement signed by both parties.

The property was most recently inspected on August 28, 2026, which is more than 90 days after the permit was issued. Mr. Wahl has not completed the work required under the Settlement Agreement, and the property remains a dangerous building. Because Mr. Wahl has not complied with the Settlement Agreement, the City may proceed with demolition. The review committee consisting evaluated and determined which proposals met the specifications required. This is in accordance with the 2024 International Property Maintenance Code (IPMC) Section111.3.

Current Status:
The property was most recently inspected on September 29, 2026, which is more than 14 days (2 weeks) after the extension was granted by the City Commission. At that time work had not been completed to allow the additional thirty (30) day extension to apply siding to the structure. A legal Stop Work order was placed on the structure. On October seventh the property had to be secured due to work being preformed after the extension deadline. The allowed extension documentation was provided to Mr. Wahl but a signed copy of the extension agreement was not provided to the City by Mr. Wahl.

Proposal Recommendation:

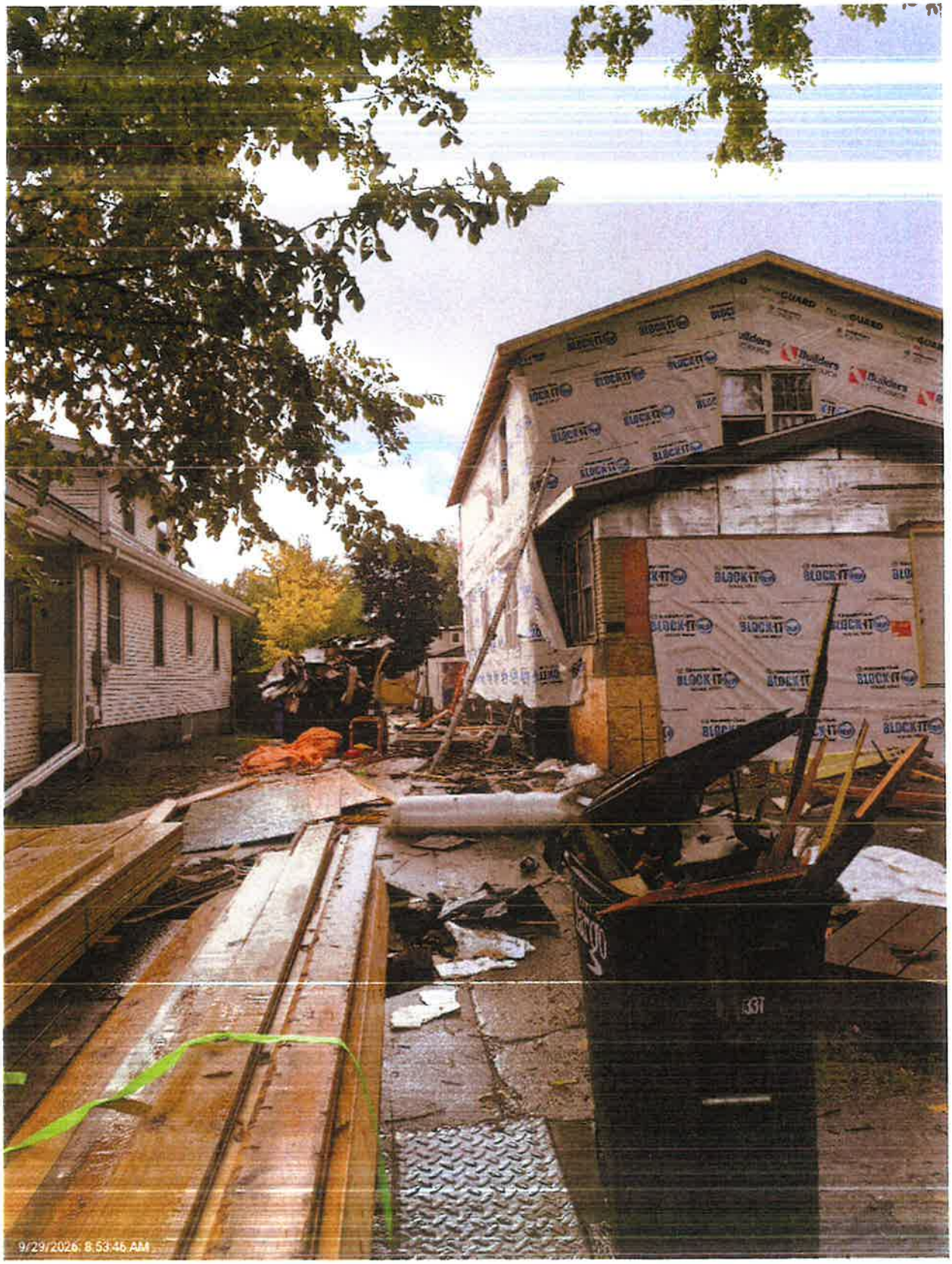
On April 17, 2026 two demolition proposals (RFP26170) for the removal of the structure at 1544 3 Ave S, Fargo, ND 58102 were received.

Pioneer LLC	$34,500
Master Construction Co. Inc.	$46,700

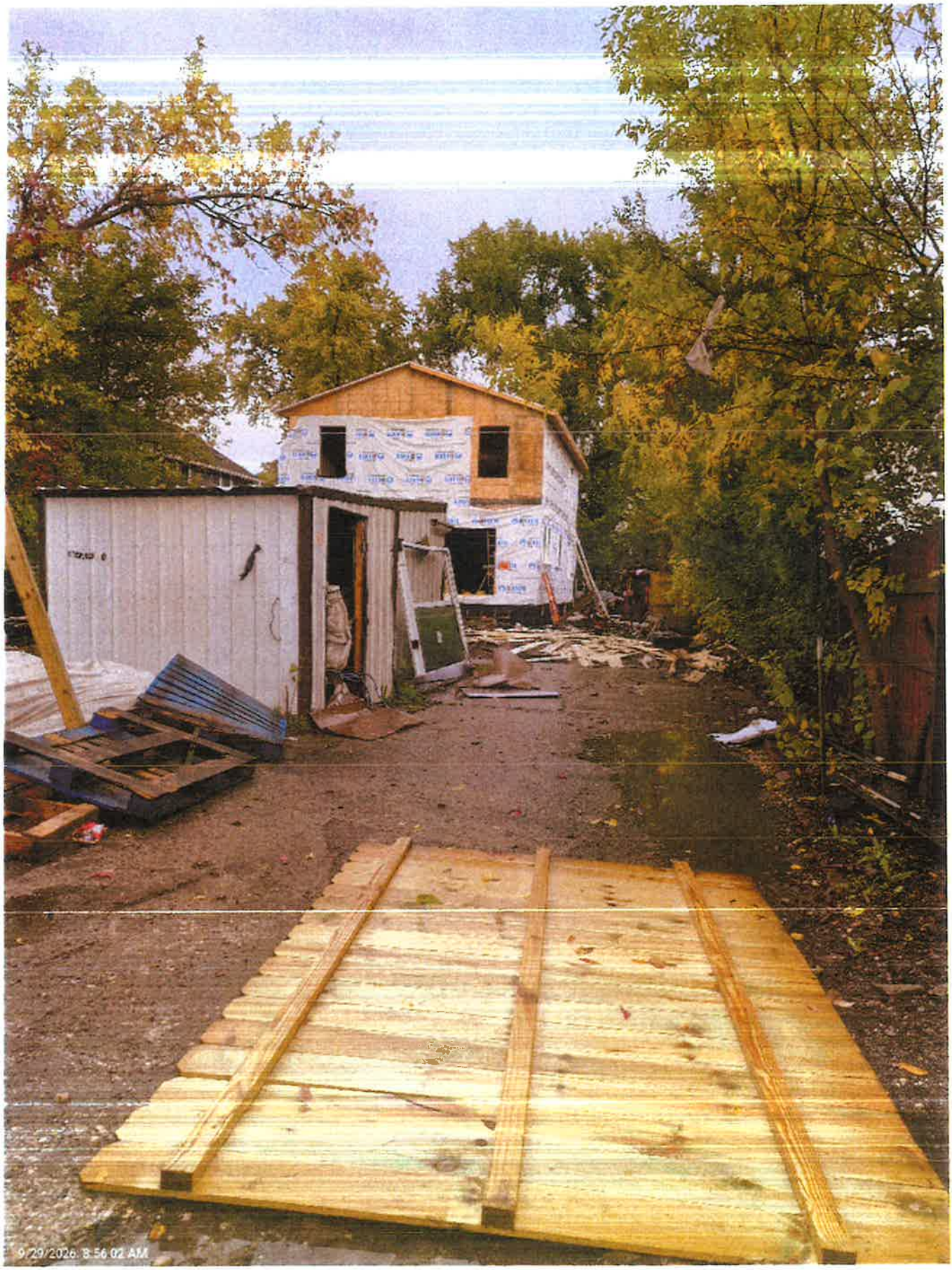
Because of the agreement that was granted to the owner, Mr. Wahl, on July 2, 2026 the contractors were asked if they would be willing to honor the original proposals. Both agreed to honor the proposal if the terms of the agreement were not met. On September 8, 2026 both contractors were again aske to honor their proposals. Master Construction Co. Inc was the only contractor to acknowledge that they would honor the proposal submitted. As there was only one valid proposal no review committee was convened and the Building Official made the decision to recommend the acceptance of the proposal from Master Construction Co. Inc and award them the contract for the demolition project. Master Construction was again aske to honor the original proposal on September 5, 2026 and they again agreed to honor the proposal.

RECOMMENDED MOTION: To accept recommendation the Building Official, award the project to Master Construction Co. Inc and enter into the Agreement for Property Demolition for RFP26210 as drafted by the City Attorney and the Building Inspections Department.


BLOCK-IT
Builders


BLOCK IT
9/29/2026 8:53:46 AM

BLOCK-IT
HOUSE WRAP


9/29/2026 8:56:02 AM

AGREEMENT FOR PROPERTY DEMOLITION

This AGREEMENT FOR PROPERTY DEMOLITION (hereinafter "Agreement") is entered into between the **CITY OF FARGO**, a North Dakota municipal corporation, whose address is 225 4th Street North, Fargo, North Dakota, 58102 (hereinafter "City"), and **Master Construction Co. Inc.**, a North Dakota Limited Liability Company, whose address is 1572 45th St N 58102 (hereinafter "Contractor").

NOW, THEREFORE, in consideration of the mutual terms, covenants, conditions, and agreements contained herein, it is hereby agreed by and between the parties as follows:

1. Contractor is hereby awarded the Contract to demolish **1544 3 AVE S, Fargo, ND 58103** ("Demolition Property"), in accordance with the attached Request for Proposals ("RFP 26170") Specifications, attached hereto as Exhibit A. Contractor agrees to undertake and execute all work in a good, substantial and workmanlike manner, and to furnish all the materials, tools and labor necessary to properly perform and complete the work ready for use, in strict accordance with the RFP Specifications, and **Master Construction Co. Inc.** Form (attached hereto as Exhibit B). In addition, Contractor must provide a Certificate of Insurance and Contract Bond or similar documents acceptable to the City; all of which are incorporated by reference and made part of this Agreement.

2. Contractor must abide by all applicable laws. Contractor agrees to indemnify and hold harmless the City from and against any and all liability, damages, penalties, judgments, or claims of whatever nature arising from injury to person(s) or property upon the Demolition Property, including any person or property in or upon Demolition Property caused by the negligence of the Contractor or their servants or employees in carrying out or attempting to carry out this Agreement, and from claims made by laborers or others for injury sustained by reason of the negligence of the Contractor, their servants or employees, in the performance or attempted performance of this Agreement. Contractor further shall indemnify the City from damages sustained by depositing materials to public injury or to the injury of any person or corporation, or resulting from the use of any patented material, implement or process which may be employed in executing the work under this Agreement, including costs and expense of defense. Contractor shall be notified of the bringing of suit in such cases, and be permitted to defend the same, and City may withhold final payment of this Agreement for the indemnity of the City. All property kept, maintained, or stored on Demolition

Property shall be so kept, maintained and stored at the sole risk of Contractor.

3. Contractor shall commence work under this Agreement within thirty (30) days or at such other time as agreed after being instructed to do so in a written notice from the City. Contractor's failure to commence work as directed may be deemed a breach of contract, and the Contractor and surety shall be liable for the full amount of the Agreement. If, at any time during the prosecution of the work, in the opinion of the Inspections Building Official, Contractor is not employing the necessary resources to timely complete the Agreement, or performing in an un-workmanlike manner, City shall give Contractor and their surety five (5) days written notice to comply. Failure to comply may be deemed a breach of contract, and the Contractor and surety shall be liable on their bond for the full amount of the Agreement price. The notice provided for in this section may be served upon the Contractor by delivering the same to any person in charge of the work, or by leaving the same at the office of the Contractor in Fargo and upon the surety of the Contractor by leaving the same at the office of such surety in Fargo.

4. Neither the abandonment of this Agreement by the Contractor, as herein provided, nor the declaration by the City that the same is forfeited, nor the doing of the said work by the bidder, shall release the surety of the Contractor from liability under this Contract.

5. This Agreement has been made and entered into under the laws of the State of North Dakota, and said laws will control its interpretation. Any litigation arising out of this Agreement will be venued in State District Court in Cass County, North Dakota, and the parties waive any objection to venue or personal jurisdiction.

6. This Agreement constitutes the entire and complete agreement between the parties and supersedes any prior oral or written agreements between the parties. It is expressly agreed that there are no verbal understandings or agreements which in any way change the terms, covenants and conditions set forth herein, and that no modification of this Agreement and no waiver of any of its terms and conditions will be effective unless in writing and duly executed by the parties.

7. The effective date of this Agreement is the date of final signature by the undersigned entities.

[*Signature pages to follow.*]

DATED this 6th day of October, 2026.

Master Construction Co. Inc.,
a North Dakota Limited Liability Company

By _____

Its PRES.

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

On this 7TH day of OCTOBER, 2026, before me, a notary public in and for said county and state, personally appeared FRED SEYLANDER, to me known to be the person identified herein, described in and who executed the within and foregoing instrument, and acknowledged to me that they executed the same.

_____
Notary Public
Cass County, North Dakota

(SEAL) RENAE HEGER
Notary Public
State of North Dakota
My Commission Expires June 12, 2030

DATED this 7TH day of OCTOBER, 2026.

CITY OF FARGO,
a North Dakota municipal corporation

By_____
Josh Boschee, Mayor

ATTEST:

_____
Angie Bear
Deputy Auditor on behalf of City Auditor

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

On this _____ day of _____, 2026, before me, a notary public in and for said county and state, personally appeared TIMOTHY J. MAHONEY and STEVEN SPRAGUE, to me known to be the Mayor and Auditor of the City of Fargo, described in and who executed the within and foregoing instrument, and acknowledged to me that they executed the same.

_____
Notary Public
Cass County, North Dakota

(SEAL)

Exhibit A

Request for Proposal
for
Building Demolition
(RFP26170)

RFP Close: Monday May 4th, 2026 at 2:00 p.m. CST

Issued By:

City of Fargo Inspections Department
225 4th Street North
Fargo, ND 58102

Proposals must be submitted to: www.fargond.bonfirehub.com
Please contract Bonfire Support@GoBonfire.com for technical questions related to your submission.

Exhibit A

City of Fargo Inspections Department is issuing a Request for Proposals for

(RFP) for "Building Demolition"

Demolition of Structure address:

1544 3 Ave S

Fargo, ND 58103

Qualified firms interested in responding to the RFP shall submit

proposals online at no later than:

2:00 P.M. Central Standard Time on Monday, May 4th, 2026, named "Building Demolition".

CITY OF FARGO SPECIFICATIONS
BUILDING DEMOLITION

PART 1 - GENERAL

The work to be done under these Specifications shall include all labor, materials, equipment and services necessary to complete all demolition work of a structure located at:

1544 3 Ave S

The City reserves the right to cancel this RFP in writing or postpone the date and time for submitting proposals at any time prior to the proposal due date. The City by this RFP does not promise to accept the lowest cost or any other proposal and specifically reserves the right to reject any or all proposals, to waive any formal proposal requirements, to investigate the qualifications and experience of any Proposer, to reject any provisions in any proposal, to modify RFP contents, to obtain new proposals, to negotiate the requested services and contract terms with any Proposer, or to proceed to do the work otherwise.

The City hereby notifies all proposers that it will affirmatively ensure that regarding any contract entered, pursuant to this request, minority business enterprises will be afforded full opportunity and are encouraged to submit proposals in response to this invitation and will not be discriminated against on the grounds of race, color, sex, or national origin in consideration for an award. The City reserves the right to accept or reject any and all proposals that is in the best interest of the City. All questions and inquiries will be addressed to:

Inspections Representative for this project: **Dillon Riemann**

Contact phone number: **701-476-6624 DRiemann@FargoND.gov**

Exhibit A

TIMEFRAME FOR PROJECT:

Request for Proposal Available:	4/17/2026
Mandatory Pre-Proposal Meeting:	**4/23/2026 @ 9AM**
	(Inspections Department at City Hall 225 4 St N)
Request for Proposal Due by:	5/4/2026 @ 2PM
Selection approved by Commission:	5/11/2026
Permit secured by:	5/14/2026 @ 4PM
Asbestos sampling results deadline:	5/22/2026
Demolition of building(s) by:	6/15/2026

PART 2 – SCOPE OF WORK

2.1. PROTECTION OF EXISTING FACILITIES

The contractor shall, as soon as he receives a Notice to Proceed with the work, if not done previously, enter the premises and do any and all things necessary to protect the premises from damage by unauthorized persons.

The contractor shall protect all existing equipment, pavements, tracks, poles, pipes, utilities, etc., which are not affected by demolition work. All roofs and walls affected by demolition work shall be kept weather-tight. The contractor shall provide all shoring, bracing, tarps, temporary partitions, barricades, and/or other safety devices deemed necessary by the engineer for the protection of existing facilities.

2.2. OWNERSHIP OF PROPERTY

No right, title property or interest of any kind whatsoever in or to the land or premises upon which such buildings or structures stand, is created, assigned, conveyed, granted, or transferred to the contractor, or any other person or persons, except only the license and right of entry to remove such buildings and structures in strict accordance with the Contract.

Only such property may be salvaged by the contractor other than specified by the City of Fargo, and in the event of any doubt respecting the ownership of any particular property, the contractor shall request from the City of Fargo a written statement respecting its ownership.

All salvage becomes the property of the contractor, but storage of such materials and equipment of the project area will not be permitted except for the duration of the contract. After final grade is completed and all other work is finished, site shall be clean with no storage or debris.

Personal property of third persons or of occupants of building on the site shall not become the property of the contractor.

2.3. RODENT EXTERMINATION

After the contractor has been awarded the bid and prior to commencing demolition work, the City of Fargo Health Department shall be contacted and proper action shall be taken, if necessary, for rodent extermination. If the Health Department determines that a rodent problem exists, the contractor shall hire an approved exterminator for removal of the rodent problem, the costs of which shall be handled as an extra to the contract with the costs being assessed against the property.

2.4. DEMOLITION REQUIREMENTS

The work under this contract shall consist of the following:

A. Demolition and removal of all structures on the site as stated here:

Wood Framed 1922 constructed 1 ½ story home, shed in rear yard, building materials, North driveway and sidewalk leading to front door, rear yard concrete pad and fire pit patio, fences on North and South sides, overgrowth extending over West and East property lines. Water line to be capped at the main. Sewer line to be capped in the boulevard.

- **North approach and public sidewalk to remain**
- **Street over waterline is asphalt**

B. Removal of all exterior foundation walls and floors.

C. Removal of all other walls, partition walls, columns, piers, beams, or other projections, basement floors, and all footings.

D. Utility lines.

1) Remove and seal storm and/or sanitary sewer lines leading from buildings being demolished to the PVC portion in the boulevard.

1a) When buildings are demolished on lots that are adjacent to rivers, drains, or wetlands, additional measures shall be taken to seal the sanitary sewer. A bid item for "Sewer Service Closure" shall consist of excavating to the existing sewer service in the boulevard or designated location, installing a PVC cap on the street side of that sewer, and pumping a sand & cement grout into the river or "wet" side of the sewer service to provide a minimum 10-foot-long plug, followed by backfilling with the excavated material.

2) The City of Fargo Water Department, at no cost to the contractor, will shut off water at the curb box and remove water meters from the buildings upon receipt of notification from the contractor that the building or buildings have been vacated. The contractor shall be responsible for removal of all water lines from the building to the main water line in the street and cap.

3) The cost of shutting off the corporation valves and/or gate valves at the water main will be borne by the contractor and shall be to the satisfaction of the City of Fargo Water Department with written approval by them.

4) Gas services shall be turned off at existing valves by and under the supervision of the utility company owning the service. Notification of termination of gas service shall be made to the appropriate division of Northern States Power Company. Gas will be shut off at the gas main in the street and all gas meters will be removed by the utility company at no cost to the contractor.

5) Disconnect electric wires as per rules and regulations of authorities having jurisdiction. Notification of termination of electric service shall be made to Northern States Power Company. Northern States Power Company will remove meters, poles, overhead wires, and transformers at no cost to the contractor.

6) Disconnect communication company wires such as telephone, television, internet, etc., as per rules and regulations of authorities having jurisdiction. Notification of termination of telephone service shall be made to the telephone company. The Telephone Company will remove poles and overhead wires, at no cost to the contractor. Any equipment or wires left by the Telephone Company within the building will be intentional on their part and will be removed by the contractor. The contractor must coordinate with the communication company as required.

7) The contractor shall arrange removal of any other wires.

8) Maintain and preserve utilities traversing premises as long as same are required.

E. Removal from the basement of all piping, boilers, or other fixtures, and all wood, furniture, rubbish, or other debris.

F. Removal of all concrete basement floors.

G. Remove all foundation walls, partition walls, footings, columns, piers, beams, or other projections from basements, cellars, and other excavations with the exception of exterior walls that lie on the boundaries formed by the adjoining streets and alleys.

H. All basements indicated shall be filled. Where excavations or open basements are not backfilled within 24 hours, the contractor will be required to encircle the open area by a standard snow fence, or equal type of fencing, for safety reasons.

I. Performance of all other incidental work necessary to fully complete the contract.

J. Walls over ten feet high of any width or length shall not remain standing after working hours unless adequate lateral support is provided.

K. Upon completion of demolition, sufficient filling and grading shall be done to bring the area of demolition up to the same level as open excavation perimeter and drainage provided per Section N below. Frozen fill is not allowed. The backfill will be of clay soil, compacted to a sufficient density so as not to allow voids, pooling of water, or slump in the future.

L. Materials: Topsoil, Fill, Seeding and Fertilizer

1) Topsoil - Import. Imported topsoil shall be fertile loamy material having a p H between 5.5 and 6.5 that is free from roots, vegetation or other debris of such size and quantity that prevents

proper placement of the topsoil, free of stones, noxious weeds, seeds and/or other roots, and other debris.

2) Salvaged Topsoil. Topsoil that is stripped and reused on the site shall be free from roots, vegetation or other debris of such size and quantity that prevents property placement of the topsoil, free of stones and clods over ½-inch in greatest dimension.

3) Clay Fill. Clay for fill material shall be cohesive and consist of material classified by ASTM D-2487 as CL or CH. Gradation shall not have less than 40% by weight passing the No. 200 sieve. The liquid limit (L.L.) shall be greater than 25% and plasticity index (P.I.) greater than 10 percent. The material shall be free of ice, snow, frozen earth, trash, debris, sod, roots, organic matter including silts which are unstable, inorganic materials too wet to be stable or stones larger than 3-inches in any dimension.

4) Seed. All seed shall be labeled in accordance with U.S. Department of Agriculture rules and regulations under the Federal Seed Act in effect on the date of the invitation to bids. Seed shall be furnished separately or in mixture in standard sealed containers. Damaged, wet, or moldy seed will not be accepted. All seed shall meet the minimum requirements for purity and germination. No purity or germination tolerance will be allowed. Weed seed shall not exceed 0.5% of the total mixture, and seed shall contain no noxious weed seed of the state from which seed is to be shipped.

4a) Type B- Parks, Boulevards, Private Property, Built-Up Areas:

Kind of Seed	Percentage by Weight	Purity	Germination
Kentucky Bluegrass	60%	90%	85%
Creeping Red Fescue	10%	90%	85%
Fine Leaf Perennial Ryegrass	30%	95%	90%

Percent by weight shall be plus or minus 5% on all seed types.

Rate of Seeding = 220 Pounds Per Acre (5 Pounds Per 1,000 Sq. Ft.)

4b) Seeding Seasons. All seedbed preparation and seeding shall be done between the dates of April 15th and July 1st or between the dates of August 15th and September 15th or the contract deadline, whichever occurs first.
Any planting done between the dates of July 1st and August 15th will be allowed only with prior written permission of the Inspector and will be at the Contractor's own risk. The addition of 10 pounds of oats per acre to the specified amount of seed shall be added at no additional cost to the city. If the seeding fails to produce a uniform growth, the seeding shall be repeated until the required growth is achieved.
Dormant fall seeding will be allowed with approval from the Inspector. Typical times or dormant seeding are from late October to early November with the soil in a cool condition. No seed shall be sown on frozen ground.

5) Fertilizer. Fertilizer shall be a standard commercial grade product, free flowing and suitable for application with mechanical equipment, delivered in clean, sealed, moisture-proof & properly labeled containers bearing the name, trade name or trade mark and warranty of the producer. Fertilizers shall be recommended for grass, supplied separately or in mixtures. Fertilizer shall conform to all State and Federal regulations. All fertilizer shall contain slow release nitrogen in the form of inorganic chemicals amounting to at least 50% of the available nitrogen specified.

5a) Type A & Type B Seeding:
Starter Fertilizer: Fertilizer shall be 12-24-12 at an application rate of 220 pounds per acre (5 pounds per 1,000 sq. Ft.).

5b) Mulching – Type 1 (Hydro Mulch):
Hydro mulch shall be virgin wood fiber mulch for use in hydraulic planting, cooked cellulose fiber which shall have the property of dispersing readily in water and shall have no toxic effect when combined with seed or other materials. The mulch shall be treated with a tackifier to enhance mulch placement and adherence to the soil. A green colored dye which is nontoxic to plant growth shall be used. Wood cellulose fiber shall be packaged in new, labeled containers, shall have an equilibrium air-dried moisture content of 12% plus or minus 3% at time of manufacture, and shall have a pH range of 3.5 to 5.0. The homogenous slurry or mixture shall be capable of application with power spray equipment. Hydro mulch shall be applied at a rate of 2,000 pounds per acre (45 pounds per 1,000 sq. Ft.). No sawdust, straw mulch, or byproduct mulch will be allowed.

M. All rubbish, non-reusable fill, debris, equipment, etc., resulting from demolition work shall be removed from the premises during and/or upon the completion of work, leaving the site area acceptable to the satisfaction of the inspector.

N. Site restoration shall consist of fine grading the site to ensure positive drainage and conform to the surrounding sites. The contractor shall overlay the demolition site with black dirt and grass seed upon completion of the project. Seeding must be completed under suitable conditions as to encourage and maintain grass growth.

O. The contractor shall furnish the disposal site for all demolition materials. The disposal site shall be approved and/or certified to accept all materials from the demolition. For single family houses, all materials that are capable of being recycled, shall be recycled. Capable materials shall include but not be limited to steel, wiring, etc. Materials encased inside of walls, floors and floor/ceilings do not need to be removed prior to demolition.

P. The contractor shall take whatever steps necessary to control dust during demolition and removal. The contractor will monitor the haul road for debris. If required, water shall be sprayed to adequately wet the debris to control dust during the entire demolition process. The Contractor shall provide the watering equipment or obtain a water meter from the City of Fargo to connect to a fire hydrant to satisfy this requirement. The watering requirement will be waived if temperatures are below freezing.

All trucks hauling demolition debris shall be tarped, so construction debris is contained from the demolition site to the disposal site. The Contractor shall monitor & collect debris on the haul road associated with the demolition project.

Q. Thermostats containing mercury must be disposed of into landfills, contingent upon acceptance by the landfill authority. Disposal is enhanced by covering the mercury containing device with soil before breaking the mercury container. This helps to bind the mercury with the soil rather than it being released to the atmosphere where the vapor poses a health concern. Any cost associated with the disposal of a thermostat containing mercury shall be included in the demolition bid item.

R. Permits & Notifications

The Contractor shall provide an anticipated construction schedule. If the construction schedule changes the Contractor shall be required to supply a revised schedule. It will be anticipated that demolition can be performed within 2 weeks of authorization.

The Contractor shall also be required to notify adjoining property owners 48 hours in advance of any parking restrictions/street closings affecting access to their property. This can be accomplished by posting temporary laminated signs in the vicinity of the closure/work zone.

The Contractor shall be responsible for obtaining all permits necessary for demolition of each structure. Permit costs shall be included in the Demolition bid item. Permits shall include but are not limited to:

- Obtaining a demolition permit from the City of Fargo Inspections Department. Water and sewer services to buildings to be demolished must be capped or provisions made as required by the City of Fargo prior to the issuance of a demolition permit. If alternative water and sewer disconnection is requested, a plan must be submitted for review.
- Obtaining all permits from the City of Fargo Engineering Department to transport equipment into and out of each site.
- Completing & submitting an Erosion & Sediment Control Permit from the City of Fargo Engineering Department.
- Completing & submitting an Asbestos Notification of Demolition and Renovation to the NDDOH if required; Must be submitted **10 working days** prior to the demolition of the structure(s).

Submitting a Lead-Based Paint Notification of Abatement and Demolition Clearance to the NDDOH if required; Must be submitted **10 working days** prior to the demolition of the structure(s). When submitting this form check yes in box III under the assumption that the structure has lead paint. Fill in all other areas of the form that apply.

S. Asbestos Testing Required: X Yes ____ No

(EPA Requirement as per Jane Kangas, ND Department of Health)
Asbestos Notification of Demolition and Renovation forms must be completed by the Contractor and submitted to the North Dakota Department of Health if required.

If necessary the cost of testing, abating & monitoring required during demolition activities for compliance shall be included in the bid item for demolition.

- Asbestos allowance will not be factored into the low bid

If necessary the cost of testing, abating & monitoring required during demolition activities for compliance shall be included in the bid item for demolition.

All abatement activities must be conducted in accordance with requirements set forth by the North Dakota Department of Health and the EPA's NESHAP Regulation. The City of Fargo shall not be held responsible if the Contractor fails to abide & comply with the guidelines as stated above.

T. Demolition of Structures with Asbestos: Required: X Yes _____ No

- Asbestos allowance will not be factored into the low bid

Regulated asbestos containing materials must be abated prior to commencing demolition activities if required. Non-regulated category 1 non-friable asbestos may remain in place during demolition activities if the criteria listed in the Demolition Survey recommendations are adhered to.

The Contractor shall assign the removal of regulated asbestos containing materials to an asbestos removal Contractor licensed with the State of North Dakota. The Contractor shall submit to the City of Fargo documentation certifying that regulated asbestos was removed from the properties and shall follow all rules and regulations regarding asbestos removal.

The City of Fargo shall not be held liable for actions or damages caused by the Contractor or his subcontractors if asbestos is not properly removed & disposed during demolition activities. The Contractor shall notify the City of Fargo landfill when asbestos containing materials will be transported and disposed of at the landfill. The Contractor shall submit a waste manifest form to the landfill when disposing waste containing asbestos. The cost for all landfill tipping fees & subcontracting asbestos abatement shall be included in the bid item for demolition.

U. Lead Based Paint

The City of Fargo will not be requiring the Contractor to perform abatement of lead-based paint in any of the structures to be demolished or moved. After the structure & debris have been removed & the site is backfilled, the City will require that a risk assessor perform a visual inspection for any paint chips. Any paint chips found shall be removed from the site by the Contractor & disposed according to all applicable rules & regulations for lead paint disposal.

V. Miscellaneous Solid Waste (MSW)

The owner was notified of the demolition of this structure and should have removed all personal belongings from the property. However, some materials may have been left behind and will need to be removed by the Contractor during the demolition process. Disposal of all Miscellaneous Solid Waste (MSW) shall be incidental to the price bid for demolition. This shall also include any items that would need to be properly disposed at a hazardous waste facility.

The Contractor may deposit all hazardous waste material to the City of Fargo Household Hazardous Waste (HHW), if given prior approval by the manager of the HHW, at no charge during business hours. The City of Fargo HHW building is located at #606 43 1/2 Street North.

W. Clearing & Grubbing

Prior to topsoil stripping, all topsoil shall be made to be free from surface vegetation over six inches in height, trash, stones, and all other debris by clearing and grubbing. The Engineer will establish the limits for clearing and grubbing and designate all trees, shrubs, plants and other items that are to be removed. Unless otherwise specified, all material cleared and grubbed shall be disposed of at the City of Fargo Landfill.

X. Tree Removal

The Inspections Representative, under direction of the forestry personnel, will mark all trees that are to be removed; the Contractor shall not remove any tree not marked for removal. The Contractor shall take all appropriate precautions to protect trees that are not marked for removal. All tree removals shall include pulling from the ground and removing the root ball (stump) of all removed trees. In no case will grinding of the root ball be allowed.

Y. Topsoil Stripping

Where topsoil stripping requirements are not outlined in the Special Instructions, if required by the Inspections Representative, the entire thickness of existing topsoil shall be stripped. Topsoil that is temporarily stockpiled for respreading on the project shall be piled within the construction limits delineated by the Inspector. Where the plans or Special Instructions call for permanent stockpiling of topsoil, the costs to haul and shape the material to a drainable, mowable stockpile shall be included in the contract price for topsoil stripping.

Z. Vehicle and Equipment Removal

The property currently contains a dump truck and mechanical lift on site. These items are not considered Miscellaneous Solid Waste (MSW). The Contract shall not dispose of, salvage, or otherwise assume ownership of these items.

The City will coordinate removal of titled vehicles and/or heavy equipment prior to demolition. If such items remain on site at the time of mobilization, the Contractor shall notify the City immediately. The Contractor shall not proceed with demolition activities that could impact or damage these items until directed by the City.

If directed by the City, the Contractor may be required to facilitate access for removal or coordinate with a third-party towing or recovery service. Any costs associated with such coordination shall be included in the bid unless otherwise specified.

PART 3 - GUARANTEE, MEASUREMENT & PAYMENT

3.1. GUARANTEE

The guarantee shall cover the contract as to workmanship and material for a period of six (6) months from the date of final acceptance and payment.

3.2. MEASUREMENT AND PAYMENT (revised January, 2002)

The method of payment shall be as indicated in the contract proposal.

Payment for "Sewer Service Closure", when designated, shall include all cost associated with the plugging of the sewer service as provided in Section 3500 – 3.4.D.1a. and will be on a per each basis. Any item of work necessary to properly complete the demolition work which is not included in the bid items in the contract proposal shall be considered an incidental item; the cost shall be charged to other items.

PART 4- SUBMITTAL OF PROPOSAL/CONTRACT

4.1. CONTRACT

Refer to "General Instructions to Bidders" document located on the Bidding Resources section of the City of Fargo website, Section IB-6 "Forms of Proposals". Any reference to work on the contract or on specifications, this document shall govern.

Proposal must include the following information:

1. Project Name and address.
2. Description of work.
3. Bidder's Name, Address, Email, and contact Phone Number.
4. Asbestos cost to be $5,000 allowance.

   -Please note on bid if asbestos allowance is included.

   -Asbestos sample, test, and abatement invoices are required with final payment request.

   -Asbestos abatement is a requirement by the State of North Dakota.
5. Itemized capping utility costs including capping at the main
6. Itemize tree removal costs if applicable

   -See forestry note if applicable.

A signed proposal and these specifications will become the complete contract.

Exceptions & Deviations:

Proposer shall fully describe every variance exception and/or deviation. List the item number here fully explain any item in non-compliance with specification. Additional sheets may be used if require.

_____

_____

_____

_____

_____

_____

Additional Items Not Included in the Base Proposal Price (please identify those items below and include pricing).

Additional Items	Cost of Items

Exhibit A

PROPOSAL FORM

Building Demolition
City of Fargo – Inspections Department

Company Name: _____

Company Address: _____

Address of Demolition work to be performed: _____

Cost:
Demolition to include demolition, removal and dispose of structure, basement, foundation, remaining contents: $_____

Sewer and water cap in boulevard until spring when they can be capped in the street:
To include Street repair and traffic control: $_____

Lot to be filled, compacted and brought to grade for proper drainage: $_____

Seeding, fertilizing, and hydro mulching: $_____

Clearing of trees per Forestry notes: $_____

Asbestos Allowance: $_____

Additional items: _____ $_____

TOTAL COST: **$**_____

[ ] Contractors License number: _____

By: _____
(Name) (Signature)

_____
(Title) (Email) (Phone)

PROPOSAL FORM

Building Demolition
City of Fargo – Inspections Department

Company Name: MASTER CONSTRUCTION CO. INC

Company Address: 1572 45TH ST N. FARGO ND

Address of Demolition work to be performed: 1544 3RD AVE S. FARGO

Cost:

Demolition to include demolition, removal and dispose of structure, basement, foundation, remaining contents: $ $25,000.00

Sewer and water cap in boulevard until spring when they can be capped in the street:
To include Street repair and traffic control: $ $7,500.00

Lot to be filled, compacted and brought to grade for proper drainage: $ $6,500.00

Seeding, fertilizing, and hydro mulching: $ $1,500.00

Clearing of trees per Foresury notes: $ $1,200.00

Asbestos Allowance: $ $5,000.00

Additional items: $ N/A

TOTAL COST: $ $46,700.00

| | Contractors License number: ND: 1942 CLASS A

By: ZACHARY S JACKSON
(Name)

(Signature)

PROJECT MANAGER
(Title)

ZACH@MASTERCONSTRUCTION@GMAIL.COM
(Email)

701-799-1442
(Phone)

THE CITY OF Fargo FAR MORE | INSPECTIONS

INSPECTIONS DEPARTMENT
Fargo City Hall 225 Fourth Street North Fargo, ND 58102
Phone: 701.241.1561 | Fax: 701.476.6779
FargoND.gov

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Memorandum

DATE: October 12, 2026

TO: Mayor and Board of City Commissioners

FROM: Shawn Ouradnik, Inspections Director

SUBJECT: Dangerous Building demo agreement for 111-113 32 Ave N (RFP26307)

Background:

On October 7, 2026 five (5) demolition proposals (RFP26307) for the removal of the structure at 111-113 32 Ave N, Fargo, ND 58102 were received.

Border States Paving, Inc.	$68,800
Landwehr Construction, Inc.	$68,000
Master Construction Co. Inc.	$45,900
LinnCo, Inc.	$83,000
Earthworks Services, Inc.	$54,415

On October 8, 2026 the review committee consisting of Bryant Doschadis, Bill Thompson, and Shawn Ouradnik evaluated and determined which proposals met the specifications required. Based on this review, the review committee recommends awarding the contract to Master Construction Co. Inc. The selection of the contractor is based upon completeness of proposals, responsiveness, and willingness to coordinate with the City of Fargo on defined timelines. This is in accordance with the 2024 International Property Maintenance Code (IPMC) Section111.3.

RECOMMENDED MOTION: To accept recommendation of the review committee, award the project to Master Construction Co. Inc. and enter into the Agreement for Property Demolition for RFP26307 as drafted by the City Attorney and the Building Inspections Department.

PROPOSAL FORM

Building Demolition 111-113 32 Ave N
City of Fargo – Inspections Department

Company Name: Border States Paving, Inc.

Company Address: PO Box 2586 Fargo, ND 58108

Address of Demolition work to be performed: 111-113 32nd ave N Fargo, ND 58102

Cost:

Demolition to include demolition, removal and dispose of structure, basement, foundation, remaining contents:	$ 32000
Sewer and water cap in boulevard until spring when they can be capped in the street: To include Street repair and traffic control:	$ 15500
Lot to be filled, compacted and brought to grade for proper drainage:	$ 14500
Seeding, fertilizing, and hydro mulching:	$ 3800
Clearing of trees per Forestry notes:	N/A
Asbestos Allowance:	Submit invoice
Additional items: General Conditions	$ 3000
TOTAL COST:	$ 68800

[ ] Contractors License number: 755 A

By: Korey Bender (Name) President (Title) (Signature)

Fargo@borderstatespaving.com (Email) 701-237-4860 (phone)

PROPOSAL FORM

Building Demolition 111-113 32 Ave N
City of Fargo – Inspections Department

Company Name: Landwehr Construction, Inc.

Company Address: 851 60th St. S. St. Cloud, MN 56301

Address of Demolition work to be performed: 111-113 32nd Avenue North Fargo, ND 58102

Cost:

Demolition to include demolition, removal and dispose of structure, basement, foundation, remaining contents: $ 38,000.00

Sewer and water cap in boulevard until spring when they can be capped in the street: $ 19,000.00
To include Street repair and traffic control:

Lot to be filled, compacted and brought to grade for proper drainage: $ 6,500.00

Seeding, fertilizing, and hydro mulching: $ 4,500.00

Clearing of trees per Forestry notes: N/A

Asbestos Allowance: Submit invoice

Additional items: _____ $ _____

TOTAL COST: $ 68,000.00

☑ Contractors License number: 20232 Class A

LANDWEHR CONSTRUCTION INC CORPORATE SEAL 1959 MINNESOTA

By: Luke Stock
(Name) (Signature)

Vice President estimating@landwehrconstruction.com 320-252-1494
(Title) (Email) (phone)

PROPOSAL FORM

Building Demolition 111-113 32 Ave N
City of Fargo – Inspections Department

Company Name: MASTER CONSTRUCTION CO INC

Company Address: 1572 45TH ST N. FARGO ND

Address of Demolition work to be performed: 111-113 32ND AVE N. FARGO

* ACKNOWLEDGEMENT OF ADDENDUM #1 - 9/29/26

Cost:

Demolition to include demolition, removal and dispose of structure, basement, foundation, remaining contents: $ 35,000.00

Sewer and water cap in boulevard until spring when they can be capped in the street: To include Street repair and traffic control: $ 5,500.00

Lot to be filled, compacted and brought to grade for proper drainage: $ 3,900.00

Seeding, fertilizing, and hydro mulching: $ 1,500.00

Clearing of trees per Forestry notes: N/A

Asbestos Allowance: Submit invoice

Additional items: N/A $ N/A

TOTAL COST: $ 45,900.00

[ ] Contractors License number: CLASS A #1942 ND

By: ZACHARY S IVERSON (Name) (Signature)

PROJECT MANAGER (Title) ZACH.MASTERCONSTRUCTION@gmail.com (Email) 701-799-1942 (phone)

PROPOSAL FORM

Building Demolition 111-113 32 Ave N
City of Fargo – Inspections Department

Company Name: LinnCo, Inc.

Company Address: PO Box 850, St. Joseph, MN 56374

Address of Demolition work to be performed: 111-113 32nd Ave N, Fargo

Cost:

Demolition to include demolition, removal and dispose of structure, basement, foundation, remaining contents: $ 49,500.00

Sewer and water cap in boulevard until spring when they can be capped in the street: To include Street repair and traffic control: $ 23,000.00

Lot to be filled, compacted and brought to grade for proper drainage: $ 9,000.00

Seeding, fertilizing, and hydro mulching: $ 1,500.00

Clearing of trees per Forestry notes: N/A

Asbestos Allowance: Submit invoice

Additional items: _____ $ _____

TOTAL COST: $ 83,000.00

[ ] Contractors License number: A 000041600

By: Nick Linnemann (Name) (Signature) 10/7/2026

President (Title) nick@linncoinc.com (Email) 320-272-8288 (phone)

4. Asbestos abatement cost is not included in bid.

-Asbestos sample, test, and abatement invoices are required with final payment request.

-Asbestos abatement is a requirement by the State of North Dakota.

5. Itemized capping utility costs including capping at the main

6. Itemize tree removal costs if applicable

-See forestry note if applicable.

A signed proposal and these specifications will become the complete contract.

Exceptions & Deviations:

Proposer shall fully describe every variance exception and/or deviation. List the item number here fully explain any item in non-compliance with specification. Additional sheets may be used if require.

2.4 A of the specifications state "Sewer line to be capped at the Blvd." Our bid proposal includes capping sewer line as stated in the specifications. The proposal form notes to disconnect sewer at the main. This is NOT included in our pricing.

Additional Items Not Included in the Base Proposal Price (please identify those items below and include pricing).

Additional Items	Cost of Items

PART 5 - SELECTION CRITERIA

5.1 EVALUATION

An evaluation committee will review proposals to ensure compliance and choose the vendor based on the following criteria:

Qualifications & Experience - 30 Points

Understanding of the Scope of Work - 30 Points

Cost Proposal - 40 Points

PROPOSAL FORM

Building Demolition 111-113 32 Ave N
City of Fargo – Inspections Department

Company Name: Earthwork Services Inc.

Company Address: 345 17th Ave NE West Fargo ND 58078

Address of Demolition work to be performed: 111-113 32nd Ave N Fargo

Cost:

Demolition to include demolition, removal and dispose of structure, basement, foundation, remaining contents: $ 28,415.00

Sewer and water cap in boulevard until spring when they can be capped in the street: To include Street repair and traffic control: $ 18,000.00

Lot to be filled, compacted and brought to grade for proper drainage: $ 5,000.00

Seeding, fertilizing, and hydro mulching: $ 3,000.00

Clearing of trees per Forestry notes: N/A

Asbestos Allowance: Submit invoice

Additional items: _____ $ _____

TOTAL COST: $ 54,415.00

[ ] Contractors License number: 4948

By: Dave Erickson _____
(Name) (Signature)

Senior Estimator / Project Manager Dave.erickson@esi-nd.com (701)541-8957
(Title) (Email) (phone)

Fargo

RFP26307 - Building Demolition
111-113 32 Ave N

Qualified Contractors

Supplier	Total / 100 pts
Master Construction Inc.	98.67
Earthwork Services	92
Border States Paving, Inc	84
Landwehr Construction, Inc.	84
LinnCo, Inc.	71

AGREEMENT FOR PROPERTY DEMOLITION

This AGREEMENT FOR PROPERTY DEMOLITION (hereinafter "Agreement") is entered into between the **CITY OF FARGO**, a North Dakota municipal corporation, whose address is 225 4th Street North, Fargo, North Dakota, 58102 (hereinafter "City"), and **Master Construction Co. Inc.**, a North Dakota Limited Liability Company, whose address is 1572 45th St N 58102 (hereinafter "Contractor").

NOW, THEREFORE, in consideration of the mutual terms, covenants, conditions, and agreements contained herein, it is hereby agreed by and between the parties as follows:

1. Contractor is hereby awarded the Contract to demolish **111-113 32 Ave N, Fargo, ND 58102** ("Demolition Property"), in accordance with the attached Request for Proposals ("RFP 26307") Specifications, attached hereto as Exhibit A. Contractor agrees to undertake and execute all work in a good, substantial and workmanlike manner, and to furnish all the materials, tools and labor necessary to properly perform and complete the work ready for use, in strict accordance with the RFP Specifications, and **Master Construction Co. Inc.** Form (attached hereto as Exhibit B). In addition, Contractor must provide a Certificate of Insurance and Contract Bond or similar documents acceptable to the City; all of which are incorporated by reference and made part of this Agreement.

2. Contractor must abide by all applicable laws. Contractor agrees to indemnify and hold harmless the City from and against any and all liability, damages, penalties, judgments, or claims of whatever nature arising from injury to person(s) or property upon the Demolition Property, including any person or property in or upon Demolition Property caused by the negligence of the Contractor or their servants or employees in carrying out or attempting to carry out this Agreement, and from claims made by laborers or others for injury sustained by reason of the negligence of the Contractor, their servants or employees, in the performance or attempted performance of this Agreement. Contractor further shall indemnify the City from damages sustained by depositing materials to public injury or to the injury of any person or corporation, or resulting from the use of any patented material, implement or process which may be employed in executing the work under this Agreement, including costs and expense of defense. Contractor shall be notified of the bringing of suit in such cases, and be permitted to defend the same, and City may withhold final payment of this Agreement for the indemnity of the City. All property kept, maintained, or stored on Demolition

Property shall be so kept, maintained and stored at the sole risk of Contractor.

3. Contractor shall commence work under this Agreement within thirty (30) days or at such other time as agreed after being instructed to do so in a written notice from the City. Contractor's failure to commence work as directed may be deemed a breach of contract, and the Contractor and surety shall be liable for the full amount of the Agreement. If, at any time during the prosecution of the work, in the opinion of the Inspections Building Official, Contractor is not employing the necessary resources to timely complete the Agreement, or performing in an un-workmanlike manner, City shall give Contractor and their surety five (5) days written notice to comply. Failure to comply may be deemed a breach of contract, and the Contractor and surety shall be liable on their bond for the full amount of the Agreement price. The notice provided for in this section may be served upon the Contractor by delivering the same to any person in charge of the work, or by leaving the same at the office of the Contractor in Fargo and upon the surety of the Contractor by leaving the same at the office of such surety in Fargo.

4. Neither the abandonment of this Agreement by the Contractor, as herein provided, nor the declaration by the City that the same is forfeited, nor the doing of the said work by the bidder, shall release the surety of the Contractor from liability under this Contract.

5. This Agreement has been made and entered into under the laws of the State of North Dakota, and said laws will control its interpretation. Any litigation arising out of this Agreement will be venued in State District Court in Cass County, North Dakota, and the parties waive any objection to venue or personal jurisdiction.

6. This Agreement constitutes the entire and complete agreement between the parties and supersedes any prior oral or written agreements between the parties. It is expressly agreed that there are no verbal understandings or agreements which in any way change the terms, covenants and conditions set forth herein, and that no modification of this Agreement and no waiver of any of its terms and conditions will be effective unless in writing and duly executed by the parties.

7. The effective date of this Agreement is the date of final signature by the undersigned entities.

[*Signature pages to follow.*]

DATED this 8th day of October, 2026.

Master Construction Co. Inc.,
a North Dakota Limited Liability Company

By _____

Its PRES

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

On this 8TH day of OCTOBER, 2026, before me, a notary public in and for said county and state, personally appeared FRED SCHLANGER, to me known to be the person identified herein, described in and who executed the within and foregoing instrument, and acknowledged to me that they executed the same.

_____
Notary Public
Cass County, North Dakota

(SEAL) RENAE HEGER
Notary Public
State of North Dakota
My Commission Expires June 12, 2030

DATED this 8TH day of OCTOBER, 2026.

CITY OF FARGO,
a North Dakota municipal corporation

By_____
Josh Boschee, Mayor

ATTEST:

_____
Angie Bear
Deputy Auditor on behalf of City Auditor

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

On this _____ day of _____, 2026, before me, a notary public in and for said county and state, personally appeared TIMOTHY J. MAHONEY and STEVEN SPRAGUE, to me known to be the Mayor and Auditor of the City of Fargo, described in and who executed the within and foregoing instrument, and acknowledged to me that they executed the same.

_____
Notary Public
Cass County, North Dakota

(SEAL)

Exhibit A

Request for Proposal
for
Building Demolition
(RFP26307)

RFP Close: October 8, 2026 at 2:00 PM CST

Issued By:

City of Fargo Inspections Department
225 4th Street North
Fargo, ND 58102

Proposals must be submitted to: www.fargond.bonfirehub.com
Please contract Bonfire Support@GoBonfire.com for technical questions related to your submission.

Exhibit A

City of Fargo Inspections Department is issuing a Request for Proposals (RFP) for

"Building Demolition"

Demolition of Structure address:

111-113 32nd Avenue North

Fargo, ND 58102

Qualified firms interested in responding to the RFP shall

submit proposals online at www.fargond.bonfirehub.com no later than:

2:00 P.M. Central Standard Time on October 8, 2026, named "Building Demolition".

CITY OF FARGO SPECIFICATIONS
BUILDING DEMOLITION

PART 1 - GENERAL

The work to be done under these Specifications shall include all labor, materials, equipment and services necessary to complete all demolition work of a structure located at:

111-113 32 Avenue North

The City reserves the right to cancel this RFP in writing or postpone the date and time for submitting proposals at any time prior to the proposal due date. The City by this RFP does not promise to accept the lowest cost or any other proposal and specifically reserves the right to reject any or all proposals, to waive any formal proposal requirements, to investigate the qualifications and experience of any Proposer, to reject any provisions in any proposal, to modify RFP contents, to obtain new proposals, to negotiate the requested services and contract terms with any Proposer, or to proceed to do the work otherwise.

All questions and inquiries for this project shall be submitted through Bonfire using the "Messages tab". Answers will be posted as an Addendum – Q and A for all parties to view.

The City reserves the right to accept or reject any and all proposals that is in the best interest of the City.

Inspections Representative Contact

Bill Thompson
Phone number: 701-241-1568
wthompson@FargoND.gov

Exhibit A

TIMEFRAME FOR PROJECT:

Request for Proposal Available:	9/23/2026
Mandatory Pre-Proposal Meeting: (Inspections Department at City Hall 225 4 St N)	**9/29/2026 @ 9 AM**
Request for Proposal Due by:	10/7/2026 @ 11 AM
Selection approved by Commission:	10/12/2026
Permit secured by:	10/13/2026 @ 4 PM
Asbestos sampling results deadline:	10/27/2026
Demolition of building(s) by:	11/30/2026

PART 2 – SCOPE OF WORK

2.1. PROTECTION OF EXISTING FACILITIES

The contractor shall, as soon as he receives a Notice to Proceed with the work, if not done previously, enter the premises and do any and all things necessary to protect the premises from damage by unauthorized persons.

The contractor shall protect all existing equipment, pavements, tracks, poles, pipes, utilities, etc., which are not affected by demolition work. All roofs and walls affected by demolition work shall be kept weather-tight. The contractor shall provide all shoring, bracing, tarps, temporary partitions, barricades, and/or other safety devices deemed necessary by the engineer for the protection of existing facilities.

2.2. OWNERSHIP OF PROPERTY

No right, title property or interest of any kind whatsoever in or to the land or premises upon which such buildings or structures stand, is created, assigned, conveyed, granted, or transferred to the contractor, or any other person or persons, except only the license and right of entry to remove such buildings and structures in strict accordance with the Contract.

Only such property may be salvaged by the contractor other than specified by the City of Fargo, and in the event of any doubt respecting the ownership of any particular property, the contractor shall request from the City of Fargo a written statement respecting its ownership.

All salvage becomes the property of the contractor, but storage of such materials and equipment of the project area will not be permitted except for the duration of the contract. After final grade is completed and all other work is finished, site shall be clean with no storage or debris.

Personal property of third persons or of occupants of building on the site shall not become the property of the contractor.

Exhibit A

2.3. RODENT EXTERMINATION

After the contractor has been awarded the bid and prior to commencing demolition work, the City of Fargo Health Department shall be contacted and proper action shall be taken, if necessary, for rodent extermination. If the Health Department determines that a rodent problem exists, the contractor shall hire an approved exterminator for removal of the rodent problem, the costs of which shall be handled as an extra to the contract with the costs being assessed against the property.

2.4 DEMOLITION REQUIREMENTS

The work under this contract shall consist of the following:

A. Demolition and removal of all structures on the site as stated here:

Wood Framed 1976 constructed duplex with detached two stall garage foundation only, exterior junk, concrete patio between house and garage, driveway on south side of garage, garden structure in NE corner. Water line to be capped at the main. Sewer line to be capped at the boulevard.

B. Removal of all exterior foundation walls and floors.

C. Removal of all other walls, partition walls, columns, piers, beams, or other projections, basement floors, and all footings.

D. Utility lines.

1) Remove and seal storm and/or sanitary sewer lines leading from buildings being demolished to the PVC portion in the boulevard.

1a) When buildings are demolished on lots that are adjacent to rivers, drains, or wetlands, additional measures shall be taken to seal the sanitary sewer. A bid item for "Sewer Service Closure" shall consist of excavating to the existing sewer service in the boulevard or designated location, installing a PVC cap on the street side of that sewer, and pumping a sand & cement grout into the river or "wet" side of the sewer service to provide a minimum 10-foot-long plug, followed by backfilling with the excavated material.

2) The City of Fargo Water Department, at no cost to the contractor, will shut off water at the curb box and remove water meters from the buildings upon receipt of notification from the contractor that the building or buildings have been vacated. The contractor shall be responsible for removal of all water lines from the building to the main water line in the street and cap.

3) The cost of shutting off the corporation valves and/or gate valves at the water main will be borne by the contractor and shall be to the satisfaction of the City of Fargo Water Department with written approval by them.

4) Gas services shall be turned off at existing valves by and under the supervision of the utility company owning the service. Notification of termination of gas service shall be made to the appropriate division of Northern States Power Company. Gas will be shut off at the gas main in the street and all gas meters will be removed by the utility company at no cost to the contractor.

5) Disconnect electric wires as per rules and regulations of authorities having jurisdiction. Notification of termination of electric service shall be made to Northern States Power Company. Northern States Power Company will remove meters, poles, overhead wires, and transformers at no cost to the contractor.

6) Disconnect communication company wires such as telephone, television, internet, etc., as per rules and regulations of authorities having jurisdiction. Notification of termination of telephone service shall be made to the telephone company. The Telephone Company will remove poles and overhead wires, at no cost to the contractor. Any equipment or wires left by the Telephone Company within the building will be intentional on their part and will be removed by the contractor. The contractor must coordinate with the communication company as required.

7) The contractor shall arrange removal of any other wires.

8) Maintain and preserve utilities traversing premises as long as same are required.

E. Removal from the basement of all piping, boilers, or other fixtures, and all wood, furniture, rubbish, or other debris.

F. Removal of all concrete basement floors.

G. Remove all foundation walls, partition walls, footings, columns, piers, beams, or other projections from basements, cellars, and other excavations with the exception of exterior walls that lie on the boundaries formed by the adjoining streets and alleys.

H. All basements indicated shall be filled. Where excavations or open basements are not backfilled within 24 hours, the contractor will be required to encircle the open area by a standard snow fence, or equal type of fencing, for safety reasons.

I. Performance of all other incidental work necessary to fully complete the contract.

J. Walls over ten feet high of any width or length shall not remain standing after working hours unless adequate lateral support is provided.

K. Upon completion of demolition, sufficient filling and grading shall be done to bring the area of demolition up to the same level as open excavation perimeter and drainage provided per Section N below. Frozen fill is not allowed. The backfill will be of clay soil, compacted to a sufficient density so as not to allow voids, pooling of water, or slump in the future.

L. Materials: Topsoil, Fill, Seeding and Fertilizer

Exhibit A

1) Topsoil - Import. Imported topsoil shall be fertile loamy material having a p H between 5.5 and 6.5 that is free from roots, vegetation or other debris of such size and quantity that prevents proper placement of the topsoil, free of stones, noxious weeds, seeds and/or other roots, and other debris.

2) Salvaged Topsoil. Topsoil that is stripped and reused on the site shall be free from roots, vegetation or other debris of such size and quantity that prevents property placement of the topsoil, free of stones and clods over ½-inch in greatest dimension.

3) Clay Fill. Clay for fill material shall be cohesive and consist of material classified by ASTM D-2487 as CL or CH. Gradation shall not have less than 40% by weight passing the No. 200 sieve. The liquid limit (L.L.) shall be greater than 25% and plasticity index (P.I.) greater than 10 percent. The material shall be free of ice, snow, frozen earth, trash, debris, sod, roots, organic matter including silts which are unstable, inorganic materials too wet to be stable or stones larger than 3-inches in any dimension.

4) Seed. All seed shall be labeled in accordance with U.S. Department of Agriculture rules and regulations under the Federal Seed Act in effect on the date of the invitation to bids. Seed shall be furnished separately or in mixture in standard sealed containers. Damaged, wet, or moldy seed will not be accepted. All seed shall meet the minimum requirements for purity and germination. No purity or germination tolerance will be allowed. Weed seed shall not exceed 0.5% of the total mixture, and seed shall contain no noxious weed seed of the state from which seed is to be shipped.

4a) Type B- Parks, Boulevards, Private Property, Built-Up Areas:

Kind of Seed	Percentage by Weight	Purity	Germination
Kentucky Bluegrass	60%	90%	85%
Creeping Red Fescue	10%	90%	85%
Fine Leaf Perennial Ryegrass	30%	95%	90%

Percent by weight shall be plus or minus 5% on all seed types. Rate of Seeding = 220 Pounds Per Acre (5 Pounds Per 1,000 Sq. Ft.)

4b) Seeding Seasons. All seedbed preparation and seeding shall be done between the dates of April 15th and July 1st or between the dates of August 15th and September 15th or the contract deadline, whichever occurs first.
Any planting done between the dates of July 1st and August 15th will be allowed only with prior written permission of the Inspector and will be at the Contractor's own risk. The addition of 10 pounds of oats per acre to the specified amount of seed shall be added at no additional cost to the city. If the seeding fails to produce a uniform growth, the seeding shall be repeated until the required growth is achieved.
Dormant fall seeding will be allowed with approval from the Inspector. Typical times or dormant seeding are from late October to early November with the soil in a cool condition. No seed shall be sown on frozen ground.

Exhibit A

5) Fertilizer shall be a standard commercial grade product, free flowing and suitable for application with mechanical equipment, delivered in clean, sealed, moisture-proof & properly labeled containers bearing the name, trade name or trade mark and warranty of the producer. Fertilizers shall be recommended for grass, supplied separately or in mixtures. Fertilizer shall conform to all State and Federal regulations. All fertilizer shall contain slow release nitrogen in the form of inorganic chemicals amounting to at least 50% of the available nitrogen specified.

5a) Type A & Type B Seeding:
Starter Fertilizer: Fertilizer shall be 12-24-12 at an application rate of 220 pounds per acre (5 pounds per 1,000 sq. Ft.).

5b) Mulching – Type 1 (Hydro Mulch):
Hydro mulch shall be virgin wood fiber mulch for use in hydraulic planting, cooked cellulose fiber which shall have the property of dispersing readily in water and shall have no toxic effect when combined with seed or other materials. The mulch shall be treated with a tackifier to enhance mulch placement and adherence to the soil. A green colored dye which is nontoxic to plant growth shall be used. Wood cellulose fiber shall be packaged in new, labeled containers, shall have an equilibrium air-dried moisture content of 12% plus or minus 3% at time of manufacture, and shall have a pH range of 3.5 to 5.0. The homogenous slurry or mixture shall be capable of application with power spray equipment. Hydro mulch shall be applied at a rate of 2,000 pounds per acre (45 pounds per 1,000 sq. Ft.). No sawdust, straw mulch, or byproduct mulch will be allowed.

M. All rubbish, non-reusable fill, debris, equipment, etc., resulting from demolition work shall be removed from the premises during and/or upon the completion of work, leaving the site area acceptable to the satisfaction of the inspector.

N. Site restoration shall consist of fine grading the site to ensure positive drainage and conform to the surrounding sites. The contractor shall overlay the demolition site with black dirt and grass seed upon completion of the project. Seeding must be completed under suitable conditions as to encourage and maintain grass growth.

O. The contractor shall furnish the disposal site for all demolition materials. The disposal site shall be approved and/or certified to accept all materials from the demolition. For single family houses, all materials that are capable of being recycled, shall be recycled. Capable materials shall include but not be limited to steel, wiring, etc. Materials encased inside of walls, floors and floor/ceilings do not need to be removed prior to demolition.

P. The contractor shall take whatever steps necessary to control dust during demolition and removal. The contractor will monitor the haul road for debris. If required, water shall be sprayed to adequately wet the debris to control dust during the entire demolition process. The Contractor shall provide the watering equipment or obtain a water meter from the City of Fargo to connect to a fire hydrant to satisfy this requirement. The watering requirement will be waived if temperatures are below freezing.

All trucks hauling demolition debris shall be tarped, so construction debris is contained from the demolition site to the disposal site. The Contractor shall monitor & collect debris on the haul road associated with the demolition project.

Q. Thermostats containing mercury must be disposed of into landfills, contingent upon acceptance by the landfill authority. Disposal is enhanced by covering the mercury containing device with soil before breaking the mercury container. This helps to bind the mercury with the soil rather than it being released to the atmosphere where the vapor poses a health concern. Any cost associated with the disposal of a thermostat containing mercury shall be included in the demolition bid item.

R. Permits & Notifications

The Contractor shall provide an anticipated construction schedule. If the construction schedule changes the Contractor shall be required to supply a revised schedule. It will be anticipated that demolition can be performed within 2 weeks of authorization.

The Contractor shall also be required to notify adjoining property owners 48 hours in advance of any parking restrictions/street closings affecting access to their property. This can be accomplished by posting temporary laminated signs in the vicinity of the closure/work zone.

The Contractor shall be responsible for obtaining all permits necessary for demolition of each structure. Permit costs shall be included in the Demolition bid item. Permits shall include but are not limited to:

- Obtaining a demolition permit from the City of Fargo Inspections Department. Water and sewer services to buildings to be demolished must be capped or provisions made as required by the City of Fargo prior to the issuance of a demolition permit. If alternative water and sewer disconnection is requested, a plan must be submitted for review.
- Obtaining all permits from the City of Fargo Engineering Department to transport equipment into and out of each site.
- Completing & submitting an Erosion & Sediment Control Permit from the City of Fargo Engineering Department.
- Completing & submitting an Asbestos Notification of Demolition and Renovation to the NDDOH if required; Must be submitted **10 working days** prior to the demolition of the structure(s).

Submitting a Lead-Based Paint Notification of Abatement and Demolition Clearance to the NDDOH if required; Must be submitted **10 working days** prior to the demolition of the structure(s). When submitting this form check yes in box III under the assumption that the structure has lead paint. Fill in all other areas of the form that apply.

S. Asbestos Testing Required: X Yes _____No

(EPA Requirement as per Jane Kangas, ND Department of Health)
Asbestos Notification of Demolition and Renovation forms must be completed by the Contractor and submitted to the North Dakota Department of Health if required.

If necessary the cost of testing, abating & monitoring required during demolition activities for compliance shall be ~~included in the bid item for demolition.~~ the reasonability of the general contractor an invoice shall be submitted with the final form, bill, or invoice and will be paid in addition to the original proposal amount.–

- ~~Asbestos allowance ($1,000) will not be factored into the low bid. Any expense over $1,000 will require an invoice from the asbestos contractor.~~

Exhibit A

All abatement activities must be conducted in accordance with requirements set forth by the North Dakota Department of Health and the EPA's NESHAP Regulation. The City of Fargo shall not be held responsible if the Contractor fails to abide & comply with the guidelines as stated above.

T. Demolition of Structures with Asbestos: Required: _X_ Yes ___No

- ~~Asbestos allowance will not be factored into the low bid~~

Regulated asbestos containing materials must be abated prior to commencing demolition activities if required. Non-regulated category 1 non-friable asbestos may remain in place during demolition activities if the criteria listed in the Demolition Survey recommendations are adhered to.

The Contractor shall assign the removal of regulated asbestos containing materials to an asbestos removal Contractor licensed with the State of North Dakota. The Contractor shall submit to the City of Fargo documentation certifying that regulated asbestos was removed from the properties and shall follow all rules and regulations regarding asbestos removal.

The City of Fargo shall not be held liable for actions or damages caused by the Contractor or his subcontractors if asbestos is not properly removed & disposed during demolition activities. The Contractor shall notify the City of Fargo landfill when asbestos containing materials will be transported and disposed of at the landfill. The Contractor shall submit a waste manifest form to the landfill when disposing waste containing asbestos. The cost for all landfill tipping fees & subcontracting asbestos abatement shall be included in the bid item for demolition.

U. Lead Based Paint

The City of Fargo will not be requiring the Contractor to perform abatement of lead-based paint in any of the structures to be demolished or moved. After the structure & debris have been removed & the site is backfilled, the City will require that a risk assessor perform a visual inspection for any paint chips. Any paint chips found shall be removed from the site by the Contractor & disposed according to all applicable rules & regulations for lead paint disposal.

V. Miscellaneous Solid Waste (MSW)

The owner was notified of the demolition of this structure and should have removed all personal belongings from the property. However, some materials may have been left behind and will need to be removed by the Contractor during the demolition process. Disposal of all Miscellaneous Solid Waste (MSW) shall be incidental to the price bid for demolition. This shall also include any items that would need to be properly disposed at a hazardous waste facility.

The Contractor may deposit all hazardous waste material to the City of Fargo Household Hazardous Waste (HHW), if given prior approval by the manager of the HHW, at no charge during business hours. The City of Fargo HHW building is located at #606 43 1/2 Street North.

W. Clearing & Grubbing

Prior to topsoil stripping, all topsoil shall be made to be free from surface vegetation over six inches in height, trash, stones, and all other debris by clearing and grubbing. The Engineer will establish the limits for clearing and grubbing and designate all trees, shrubs, plants and other items that are to be removed. Unless otherwise specified, all material cleared and grubbed shall be disposed of at the City of Fargo Landfill.

X. Tree Removal

The Inspections Representative, under direction of the forestry personnel, will mark all trees that are to be removed;

- at this point no trees are marked for removal at this property.

Y. Topsoil Stripping

Where topsoil stripping requirements are not outlined in the Special Instructions, if required by the Inspections Representative, the entire thickness of existing topsoil shall be stripped. Topsoil that is temporarily stockpiled for respreading on the project shall be piled within the construction limits delineated by the Inspector. Where the plans or Special Instructions call for permanent stockpiling of topsoil, the costs to haul and shape the material to a drainable, mowable stockpile shall be included in the contract price for topsoil stripping.

PART 3 - GUARANTEE, MEASUREMENT & PAYMENT

3.1. GUARANTEE

The guarantee shall cover the contract as to workmanship and material for a period of six (6) months from the date of final acceptance and payment.

3.2. MEASUREMENT AND PAYMENT (revised January, 2002)

The method of payment shall be as indicated in the contract proposal.

Payment for "Sewer Service Closure", when designated, shall include all cost associated with the plugging of the sewer service as provided in Section 3500 – 3.4.D.1a. and will be on a per each basis. Any item of work necessary to properly complete the demolition work which is not included in the bid items in the contract proposal shall be considered an incidental item; the cost shall be charged to other items.

PART 4- SUBMITTAL OF PROPOSAL/CONTRACT

4.1. CONTRACT

Refer to "General Instructions to Bidders" document located on the Bidding Resources section of the City of Fargo website, Section IB-6 "Forms of Proposals". Any reference to work on the contract or on specifications, this document shall govern.

Proposal must include the following information:

1. Project Name and address.
2. Description of work.
3. Bidder's Name, Address, Email, and contact Phone Number.

Exhibit A

4. Asbestos ~~cost to be $1,000 allowance.~~ abatement cost not included in bid.

~~-Please note on bid asbestos allowance is included.~~

-Asbestos sample, test, and abatement invoices are required with final payment request.

-Asbestos abatement is a requirement by the State of North Dakota.

5. Itemized capping utility costs including capping at the main

6. Itemize tree removal costs if applicable

-See forestry note if applicable.

A signed proposal and these specifications will become the complete contract.

Exceptions & Deviations:

Proposer shall fully describe every variance exception and/or deviation. List the item number here fully explain any item in non-compliance with specification. Additional sheets may be used if require.

Additional Items Not Included in the Base Proposal Price (please identify those items below and include pricing).

Additional Items	Cost of Items

PART 5 - SELECTION CRITERIA

5.1 EVALUATION

An evaluation committee will review proposals to ensure compliance and choose the vendor based on the following criteria:

Qualifications & Experience - 30 Points Understanding of
the Scope of Work - 30 Points Cost Proposal - 40 Points

Exhibit A

PROPOSAL FORM

Building Demolition 111-113 32 Ave N
City of Fargo – Inspections Department

Company Name: _____

Company Address: _____

Address of Demolition work to be performed: _____

Cost:
Demolition to include demolition, removal and dispose of structure, basement, foundation, remaining contents: $_____

Sewer and water cap in boulevard until spring when they can be capped in the street: $_____
To include Street repair and traffic control:

Lot to be filled, compacted and brought to grade for proper drainage: $_____

Seeding, fertilizing, and hydro mulching: $_____

Clearing of trees per Forestry notes: N/A

Asbestos Allowance: Submit invoice

Additional items: _____ $_____

TOTAL COST: $_____

[ ] Contractors License number: _____

By: _____
(Name) (Signature)

_____
(Title) (Email) (phone)

PROPOSAL FORM

Building Demolition 111-113 32 Ave N
City of Fargo – Inspections Department

Company Name: MASTER CONSTRUCTION CO INC

Company Address: 1572 45TH ST N. FARGO ND

Address of Demolition work to be performed: 111-113 32ND AVE N. FARGO

* ACKNOWLEDGEMENT OF ADDENDUM #1 - 9/29/26

Cost:

Demolition to include demolition, removal and dispose of structure, basement, foundation, remaining contents: $ 35,000.00

Sewer and water cap in boulevard until spring when they can be capped in the street: To include Street repair and traffic control: $ 5,500.00

Lot to be filled, compacted and brought to grade for proper drainage: $ 3900.00

Seeding, fertilizing, and hydro mulching: $ 1,500.00

Clearing of trees per Forestry notes: N/A

Asbestos Allowance: Submit invoice

Additional items: N/A $ N/A

TOTAL COST: $ 45,900.00

[ ] Contractors License number: CLASS A #1942 ND

By: ZACHARY S IVERSON (Name) (Signature)

PROJECT MANAGER (Title) ZACH@MASTERCONSTRUCTION.com (Email) 701-799-1442 (phone)

THE CITY OF Fargo FAR MORE

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

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MEMORANDUM

TO: BOARD OF CITY COMMISSIONERS

FROM: NICOLE CRUTCHFIELD, PLANNING DIRECTOR
KRISTI SYLSKAR, HUD GRANT ADMINISTRATOR

DATE: OCTOBER 8, 2026

RE: 2026 CDBG & HOME FUNDING AGREEMENTS

City of Fargo has received annual grant agreements from U.S. Department of Housing and Urban Development (HUD). City of Fargo will receive the following allocations in the form of Community Development Block Grant (CDBG) and HOME Investment Partnerships Program (HOME) funds. These funds were allocated in the 2026 HUD Action Plan, which was approved by City Commission on June 8, 2026.

- $828,465.00 in CDBG (CFDA #14.218 – grant number B-26-MC-38-0001)
- $447,443.90 in HOME (CFDA #14.239 – grant number M-26-MC-38-0220)

RECOMMENDED MOTION: Accept and receive the 2026 Community Development Block Grant and HOME Investment Partnerships Program allocations to City of Fargo from U.S. Department of Housing and Urban Development.

EQUAL HOUSING OPPORTUNITY

U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT
OFFICE OF COMMUNITY PLANNING AND DEVELOPMENT
FEDERAL AWARD AGREEMENT

Formula Grant

A. General Federal Award Information

1. Recipient name (must match Unique Entity Identifier name) and address: Fargo 225 4th Street North Fargo, ND 58102-0000	12. Assistance listing number and title: 14.218, Community Development Block Grant Program for Entitlement Communities
2. Recipient's Unique Entity Identifier: K2QJQZVH5PM6	13. Amount of federal funds obligated by this action: $828,465.00
3. Tax identification number: 456002069	14. Total amount of federal funds obligated: $828,465.00
4. Federal Award Identification Number (FAIN): B26MC380001	15. Total approved cost sharing (if applicable): N/A
5. Instrument type: Grant ☒ Cooperative agreement ☐ Loan Guarantee ☐	16. Total federal award amount, including approved cost sharing: $828,465.00
6. Period of performance start and end date: 10/1/2025 - See Addendum 2	17. Budget approved by HUD:
7. Budget period start and end date: 10/1/2025 - See Addendum 2	18. Fiscal year: 2026
8. Initial Agreement ☒ Amendment ☐ #	19. Statutory authority: 42 U.S.C. 5301 et seq.
9. Indirect cost rate (per § 200.414): Recipients must complete Addendum 3: Indirect Cost Rate Schedule	20. Applicable appropriations act(s): Public Law 119-75 Public Law 119-4
10. Is this award for research and development (per 2 C.F.R. § 200.1)? Yes ☐ No ☒	21. Notice/notice of funding opportunity this award is made under (if applicable): N/A
11. Awarding official name and title:	22. Program regulations (if applicable): 24 C.F.R. Part 570
23. Federal award description: The CDBG program provides funding to eligible grantees for the development of viable urban communities, by providing decent housing and a suitable living environment and expanding economic opportunities, principally for persons of low and moderate income. • Addendum 1. Policy Requirements • Addendum 2. Program-Specific Requirements • Addendum 3. Indirect Cost Rate Schedule	

NOW, THEREFORE, in consideration of the premises and the mutual covenants set forth herein, the parties hereto hereby agree as follows:

Authority and Agreement. This U.S. Department of Housing and Urban Development, Office of Community Planning and Development, Federal Award Agreement (Agreement) between the U.S. Department of Housing and Urban Development (HUD) and the grant recipient hereinabove named (Recipient), collectively (the parties hereto or the Parties), regarding the award of Federal funding hereinabove described (Federal

Award) is made pursuant to the statutory authority above (box 19) and is subject to the applicable appropriations act(s) (box 20). This Agreement incorporates by reference program statute (box 19), the program regulations (box 22) (as now in effect and as may be amended from time to time), the Recipient's consolidated plan/action plan, any attached Specific Terms and Conditions, and the attached addenda (box 23).

B. Terms and Conditions

1. *General terms and requirements.* The Recipient must comply with all applicable federal laws, regulations, and requirements, unless otherwise provided through HUD's formal waiver authorities. This Agreement, including any attachments and addenda, may only be amended in writing executed by parties to this Agreement and any addenda.
2. *Compliance with Administrative Requirements.* The Recipient shall comply with requirements established by the Office of Management and Budget (OMB) concerning the Unique Entity Identifier (UEI); the System for Award Management (SAM.gov.); the Federal Funding Accountability and Transparency Act as provided in 2 C.F.R. part 25, Universal Identifier and General Contractor Registration; and 2 C.F.R. part 170, Reporting Subaward and Executive Compensation Information. The Recipient is responsible for updating and maintaining current and accurate information in SAM.gov, including updating the UEI or Employer Identification Number (EIN), as necessary, if administration of the award is transferred to a different subcomponent, division, or location within the Recipient's organization that uses a different UEI or EIN. Recipients must require Subrecipients to comply with the requirements in this paragraph, as applicable. "Subrecipient" for purposes of this agreement has the same meaning as it is used in 2 CFR § 200.1 and means an entity that receives a subaward from a pass-through entity to carry out part of a Federal award. The term subrecipient does not include a beneficiary or participant. A subrecipient may also be a recipient of other Federal awards directly from a Federal agency.
3. *Compliance with 2 C.F.R. part 200.* The Recipient must comply with the applicable requirements at 2 C.F.R. part 200, as may be amended from time to time. If any previous or future amendments to 2 C.F.R. part 200 replace or renumber any part 200 section cited in HUD's regulations in Title 24 of the Code of Federal Regulations, the amended part 200 requirements will govern award activities carried out after the amendments' effective date.
4. *Future budget periods.* If the period of performance spans multiple budget periods, subsequent budget periods are subject to the availability of funds, program authority, satisfactory performance, and compliance with the terms and conditions of the Federal Award.
5. *Indirect Cost Rate.* If the Recipient intends to use a negotiated or de minimis rate for indirect costs, the Recipient must submit an Indirect Cost Rate form to HUD, with this Agreement using Addendum #3 "Indirect Cost Rate Schedule". The submitted form/addendum will be incorporated into and made part of this Agreement, provided that the rate information is consistent with the applicable requirements under 2 C.F.R. § 200.414. If there is any change in the Recipient's indirect cost rate, it must immediately notify HUD and execute an amendment to this Agreement to reflect the change if necessary.
6. *Recipient integrity and performance matters.* If the Federal share of this award is more than $500,000 over the period of performance (box 6), the terms and conditions in 2 C.F.R. part 200 Appendix XII apply to this Agreement.
7. *Recordkeeping and Access to Records*:
    a. *Generally:* The Recipient hereby agrees to maintain complete and accurate documentation for this Federal Award and related activities to include, without limitation, financial records, supporting documentation, statistical records, books of account, ledgers, financial and

project reports, records, statements, data, the originals of all agreements between the Recipient and any and all individuals or entities which receive funding pursuant to or arising out of this Agreement, whether directly from Recipient or from individuals or entities to whom Recipient has provided funding, any and all data on any individual or entity that receives money, in-kind assistance or services, or any benefit of any kind from or as a direct or indirect result of the Federal Award, including, without limitation, a Subrecipient or other entity that receives a subaward from a pass-through entity to carry out part of the Federal Award; contractor, vendor, consultant, any other entity performing activities funded in whole or in part under this Federal award; and any beneficiaries, participants, and other end-users of the funds, to the fullest extent permitted by law, and all such other documentation in such a manner as to permit the Recipient to prepare statements and reports in compliance with applicable HUD requirements and OMB requirements in 2 CFR part 200 for recordkeeping and reporting, which may be amended from time to time, (Grant Documentation). Recipient further agrees that the term "Grant Documentation" includes all Subrecipient data consistent with the above and 2 CFR 200.332 and to ensure that it obtains and maintains access to such Subrecipient data. Recipient agrees that the creation, maintenance, preservation, and disclosure by Recipient of Grant Documentation is fundamental to the prevention of fraud, waste, and abuse and to the satisfaction of its obligations to prevent fraud, waste, and abuse and the performance of its obligations under this Agreement and applicable HUD rules and regulations.

b. *Access to Records and Personnel*: In addition to the foregoing, and in no way a limitation of anything contained in the foregoing or in this Agreement, or of HUD's rights and remedies available to it under the terms of this Agreement, applicable statutes, laws and regulations, and otherwise at law or equity, HUD, Inspectors General, the Comptroller General of the United States, or any of their authorized representatives shall have the right of prompt, full, and complete access to any and all records of the Recipient and any other entities doing business with Recipient or otherwise receiving funds or benefits from Recipient, as specified in subsection a, and that are pertinent to the Federal Award to the fullest extent permitted by law, including records relevant to the administration, receipt, and use of this award and award activities, in order to perform audits, reviews and investigations, execute site visits, make or obtain copies thereof, or for any other official use. Such records include those that identify the source and application of funds, including relevant Grant Documentation data to the extent disclosure is not prohibited by law, in such a manner as to allow HUD to determine that all funds are and have been expended in accordance with program requirements and in a manner consistent with applicable law. The right of access includes prompt, full, and complete access as HUD may require to the Recipient and other entities and persons identified in subsection and their personnel, for the purpose of interview and discussion at such dates, times, and locations as HUD may require related to such documents or the Federal Award in general, to the fullest extent permitted by law. In lieu of or in addition to an on-site inspection, Recipient also agrees to furnish HUD such financial and project reports, records, statements, data, and documents in such form, from Recipient or other entity or person identified above, and accompanied by such reporting data as required by HUD. Recipient shall supply to HUD any and all Grant Documentation in legible and usable form as HUD may specify and within the time specified by HUD and at Recipient's expense. Recipient shall also make certifications, as HUD may request at such times and in such manner and format as required by HUD, that all Documentation which Recipient supplies to HUD is true, accurate, and complete in all aspects and regards.

c. *New Reporting Tools*: Further, the Recipient hereby acknowledges that HUD is in the process of implementing new grants management and reporting tools for all Documentation and other documents and records pertinent to the Federal Award. Recipient agrees to report on grant performance and financial activities (including vendor and cash disbursement supporting details for the Recipient and its Subrecipients) using these new tools when they are released, and as updated, and to satisfy all requests for records pertinent to the Federal Award as described above. HUD will work with the Recipient to support the Recipient's transition to the new reporting tools. Once such new tools are implemented, Recipient shall make timely reporting utilizing such new reporting tools and such other reporting as is required by this Agreement and applicable statutes, laws, and regulations. HUD reserves the right to exercise all of its available rights and remedies for any noncompliance with these grants management and financial reporting requirements, to include, without limitation, requiring 100% review, additional or more detailed reports, suspension or termination of disbursements, and all other legally available remedies, to the furthest extent permitted by law. Recipient shall also make certifications at such times and in such manner and format as required by HUD that its reporting and the information contained therein is true, accurate, and complete in all aspects and regards.

8. *Noncompliance*. If the Recipient fails to comply with the provisions of this Agreement, HUD may take any and all remedial actions authorized by applicable statutes, regulations, or 2 C.F.R. § 200.339, as applicable. Nothing in this Agreement shall limit any remedies otherwise available to HUD in the case of noncompliance by the Recipient. No delay or omissions by HUD in exercising any right or remedy available to it under this Agreement shall impair any such right or remedy or constitute a waiver of or acquiescence in any Recipient noncompliance.
9. *Termination provisions*. Unless superseded by program statutes or regulations, the termination provisions in 2 C.F.R. § 200.340 apply.
10. *Build America, Buy America*. The Recipient must comply with the requirements of the Build America, Buy America (BABA) Act, 41 U.S.C. § 8301 note, and all applicable rules and notices, as may be amended, if applicable. Pursuant to HUD's Notice, "Public Interest Phased Implementation Waiver for FY 2022 and 2023 of Build America, Buy America Provisions as Applied to Recipients of HUD Federal Financial Assistance" (88 Fed. Reg. 17001), BABA requirements apply to any infrastructure projects HUD has obligated funds for after the effective dates, unless excepted by a waiver.
11. *Fiduciary Relationship*. Recipient acknowledges and agrees that it stands in a fiduciary relationship to HUD and the American people with respect to the Federal Award. Recipient shall act solely for the benefit of HUD and the American people with respect to the Federal Award, and undertakes a duty of absolute loyalty, trust, and confidence. In performing its obligations under this Agreement, Recipient shall act in good faith, avoid all conflicts of interest, exercise the due care required of a fiduciary, and make full and complete disclosure of all material facts and business opportunities and other matters required to be disclosed by this Agreement and applicable law relating to this Agreement, the Federal Award and all funds derived therefrom.
12. *Waste, Fraud, and Abuse*. Recipient acknowledges and agrees that the prevention, discovery, exposure, and prosecution of waste, fraud, and abuse in Federal grant programs and procurement and the activities which Federal funding supports, and recoveries therefrom, are in the best interests of Recipient and the American people. Accordingly, Recipient agrees to cooperate fully with HUD and the Task Force to Eliminate Fraud established in Executive Order 14395 of March 16, 2026, *Establishing the Task Force To Eliminate Fraud*, in all manners and respects as required by HUD.

13. *Whistleblower Protections.* Any person who becomes aware of the existence or apparent existence of fraud, waste, or abuse of any HUD award must report such incidents to both the HUD official responsible for the award and to HUD's Office of Inspector General (OIG). Allegations of fraud, waste, and abuse related to HUD programs can be reported to the HUD OIG hotline via phone at 1-800-347-3735 or online hotline form. The Recipient must comply with 41 U.S.C. § 4712, which includes informing employees in writing of their rights and remedies, in the predominant native language of the workforce. Under 41 U.S.C. § 4712, employees of a government contractor, subcontractor, recipient, and Subrecipient—as well as a personal services contractor—who make a protected disclosure about a Federal Award or contract cannot be discharged, demoted, or otherwise discriminated against if they reasonably believe the information they disclose is evidence of (1) gross mismanagement of a Federal contract or award; (2) waste of Federal funds; (3) abuse of authority relating to a Federal contract or award; (4) substantial and specific danger to public health and safety; or (5) violations of law, rule, or regulation related to a Federal contract or award.
14. *Third-Party Claims.* Nothing in this Agreement shall be construed as creating or justifying any claim against the federal government or the Recipient by any third party.
15. *Rule of Construction and No Construction Against Drafter.* Notwithstanding anything contained in this Agreement, the terms and conditions hereof are to be construed to have full and expansive effect in both interpretation and application, and the parties agree that the principle of interpretation that holds that ambiguities in terms or conditions are construed against the drafter shall not apply in interpreting this Agreement.
16. *Miscellaneous Provisions.*
    a. Headings are for convenience of reference only and shall not affect the construction, meaning, or interpretation of this Agreement.
    b. No modification of this Agreement shall be effective unless it is in writing and signed by both Parties. Further, the Recipient agrees to not change, edit, or modify this Agreement or its terms before or after executing it and returning it to HUD. The Recipient agrees that any such changes shall be null and void and not binding upon HUD.
    c. If any part or provision of this Agreement is enjoined or held to be void or unenforceable in any jurisdiction, it shall be ineffective as to such jurisdiction and only to the extent of such prohibition or enjoinment and shall not invalidate or affect the legality or enforceability of the remaining provisions and applications of this Agreement. In the event the enjoinment of such provisions is stayed, dissolved, or reversed, the full terms of this Agreement, including such provisions, will automatically become effective. This clause is self-executing and will become effective, binding, and enforceable automatically upon execution of this Agreement.

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C. Federal Award Performance Goals

The Recipient must meet any applicable performance goals, indicators, targets, and baseline data as required by applicable program requirements.

D. Specific Terms and Conditions Not applicable ☒ Attached ☐

For the U.S. Department of HUD (name and title of authorized official)	Signature	Date
For the Recipient (name and title of authorized official) **Joshua A. Boschee, Mayor, City of Fargo**	Signature	Date

ADDENDUM 1. POLICY REQUIREMENTS

If applicable:

1. The Recipient shall not use grant funds to promote "gender ideology," as defined in Executive Order (E.O.) 14168, Defending Women from Gender Ideology Extremism and Restoring Biological Truth to the Federal Government.

2. The Recipient agrees that its compliance in all respects with all applicable Federal anti-discrimination laws is material to the U.S. Government's payment decisions for purposes of section 3729(b)(4) of title 31, United States Code.

3. The Recipient certifies that it does not operate any programs that violate any applicable Federal anti-discrimination laws, including Title VI of the Civil Rights Act of 1964.

4. The Recipient shall not use any grant funds to fund or promote elective abortions, as required by E.O. 14182, Enforcing the Hyde Amendment.

5. This Grant shall not be governed by Executive Orders revoked by E.O. 14154, including E.O. 14008, or any requirements implementing Executive Orders that have been revoked.

6. The Recipient must administer its grant in accordance with all applicable immigration restrictions and requirements, including the eligibility and verification requirements that apply under title IV of the Personal Responsibility and Work Opportunity Reconciliation Act of 1996, as amended (8 U.S.C. 1601-1646) (PRWORA) and any applicable requirements that HUD, the Attorney General, or the U.S. Citizenship and Immigration Services may establish from time to time to comply with PRWORA, Executive Order 14218, or other Executive Orders or immigration laws.

7. No state or unit of general local government that receives funding under this grant may use that funding in a manner that by design or effect facilitates the subsidization or promotion of illegal immigration or shields illegal aliens from deportation, including by maintaining policies or practices that materially impede enforcement of federal immigration statutes and regulations.

8. The Recipient must use SAVE, or an equivalent verification system approved by the Federal government, to prevent any Federal public benefit from being provided to an ineligible alien who entered the United States illegally or is otherwise unlawfully present in the United States.

9. Faith-based organizations may be Subrecipients for funds on the same basis as any other organization. Recipients may not, in the selection of Subrecipients, discriminate against an organization based on the organization's religious character, affiliation, or exercise.

10. Awards to Subrecipients made under, relating to or arising out of the Federal Award will not be used to engage in illegal racial discrimination, including racial preferences.

11. Awards to Subrecipients made under, relating to, or arising out of the Federal Award will not be distributed in a way that violates or otherwise is used to interfere with constitutional protections guaranteed for speech and religious beliefs and the free exercise of religion.

12. Awards made under, relating to, or arising out of the Federal Award will not be used to fund any project, service provider, or organization that operates illegal drug injection sites or "safe consumption sites" in violation of 21 U.S.C. § 856, knowingly permits the use or distribution of illicit drugs on property under their control in violation of 21 U.S.C. 856(a)(2), or knowingly distributes drug paraphernalia in violation of 21 USC 863. This is not a requirement that program participants must be sober in order to receive assistance, participate in treatment in order to receive assistance, or be evicted or exited from assistance for a first-time violation of a drug-related program policy or lease requirement.

13. All agreements or contracts made under, relating to, or arising out of the Federal Award must contain the same terms and conditions as those in the grant agreement issued by HUD. Any conflicting terms and conditions must be approved by HUD.

14. Recipient shall comply with all applicable workforce management requirements, regulations and statutes, including, without limitation, Title VII of the Civil Rights Act of 1964, 8 U.S.C. § 1324a, the Copeland "Anti-Kickback" Act, and the Drug-Free Workplace Act of 1988, as they may apply.

ADDENDUM 2. PROGRAM-SPECIFIC REQUIREMENTS

14.218, Community Development Block Grant Program for Entitlement Communities

1. *Environmental Review.* The Recipient agrees to assume all the responsibilities for environmental review, decision making, and actions, as specified and required in regulations issued by the Secretary pursuant to section 104(g) of title I of the Housing and Community Development Act of 1974 and published in 24 C.F.R. part 58; except that if the Recipient is a state, the Recipient must require the unit of general local government to assume that responsibility and must comply with the state's responsibilities under 24 C.F.R. 58.4.

2. *Public Use.* The Recipient shall ensure that no CDBG funds are used to support any Federal, State, or local projects that seek to use the power of eminent domain, unless eminent domain is employed only for public use. For the purposes of this requirement, public use shall not be construed to include economic development that primarily benefits private entities. Any use of funds for mass transit, railroad, airport, seaport, or highway projects as well as utility projects that benefit or serve the general public (including energy-, communication-, water-, and wastewater-related infrastructure), other structures designated for use by the general public or which have other common-carrier or public-utility functions that serve the general public and are subject to regulation and oversight by the government, and projects for the removal of an immediate threat to public health and safety or brownfield as defined in the Small Business Liability Relief and Brownfields Revitalization Act (Pub. Law No. 107–118) shall be considered a public use for purposes of eminent domain.

3. *Prohibition on Selling, Trading, and Transferring Funds.* The Recipient or unit of general local government that directly or indirectly receives CDBG funds may not sell, trade, or otherwise transfer all or any such portion of such funds to another such entity in exchange for any other funds, credits or non-Federal considerations, but must use such funds for activities eligible under title I of the Housing and Community Development Act of 1974.

4. *Construction of Water and Sewer Facilities.* Notwithstanding any other provision of this agreement, the Recipient may not obligate or expend award funds to plan or construct water or sewer facilities, including any new or revised activities, until after 1) it completes the review procedures required under Executive Order 12372, Intergovernmental Review of Federal Programs, and 24 C.F.R. part 52 and 2) HUD provides written notice of the release of funds.

5. *Funds for For-Profit Entities.* Under 42 U.S.C. § 5305(a)(17), CDBG funds may not be provided to a for-profit entity unless such activity or project has been evaluated and selected in accordance with Appendix A to 24 C.F.R. § 570, *Guidelines and Objectives for Evaluating Project Costs and Financial Requirements*.

6. *Violence Against Women Act.* The Recipient will comply with the right to report crime and emergencies protections at 34 U.S.C. § 12495 of the Violence Against Women Act.

U.S. Department of Housing and Urban Development — Federal Award Agreement

7. Funding Information and Period of Performance and Budget Period End Dates

Source of Funds	Amount	Period of Performance End Date	Budget Period End Date
2026	$828,459.00	9/30/2034	9/30/2034
2025	$ 6.00	9/30/2033	9/30/2033

ADDENDUM 3. INDIRECT COST RATE SCHEDULE

As the duly authorized representative of the Recipient, I certify that the Recipient:

☒ Will not use an indirect cost rate to calculate and charge indirect costs under the grant.

☐ Will calculate and charge indirect costs under the grant by applying a *de minimis* rate as provided by 2 C.F.R. § 200.414(f), as may be amended from time to time.

☐ Will calculate and charge indirect costs under the grant using the indirect cost rate(s) listed below, and each rate listed is included in an indirect cost rate proposal developed in accordance with the applicable appendix to 2 C.F.R. part 200 and, *if required*, was approved by the cognizant agency for indirect costs.

Agency/department/major function	Indirect cost rate	Type of Direct Cost Base
	%	
	%	
	%	

Instructions for the Recipient:
The Recipient must mark the one (and only one) checkbox above that best reflects how the Recipient's indirect costs will be calculated and charged under the grant. Do not include indirect cost rate information for Subrecipients.

The table following the third box must be completed only if that box is checked. When listing a rate in the table, enter both the percentage amount (e.g., 10%) and the type of direct cost base to be used. For example, if the direct cost base used for calculating indirect costs is Modified Total Direct Costs, then enter "MTDC" in the "Type of Direct Cost Base" column.

If using the Simplified Allocation Method for indirect costs, enter the applicable indirect cost rate and type of direct cost base in the first row of the table.

If using the Multiple Allocation Base Method, enter each major function of the organization for which a rate was developed and will be used under the grant, the indirect cost rate applicable to that major function, and the type of direct cost base to which the rate will be applied.

If the Recipient is a government and more than one agency or department will carry out activities under the grant, enter each agency or department that will carry out activities under the grant, the indirect cost rate(s) for that agency or department, and the type of direct cost base to which each rate will be applied.

To learn more about the indirect cost requirements, see 2 C.F.R. part 200, subpart E and Appendix VII to Part 200 (for state and local governments).

U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT
OFFICE OF COMMUNITY PLANNING AND DEVELOPMENT
FEDERAL AWARD AGREEMENT

Formula Grant

A. General Federal Award Information

1. Recipient name (must match Unique Entity Identifier name) and address: Fargo 225 4th Street Fargo, ND 58102-4817	12. Assistance listing number and title: 14.239, HOME Investment Partnerships Program
2. Recipient's Unique Entity Identifier: K2QJQZVH5PM6	13. Amount of federal funds obligated by this action: $447,443.90
3. Tax identification number: 456002069	14. Total amount of federal funds obligated: $447,443.90
4. Federal Award Identification Number (FAIN): M26MC380220	15. Total approved cost sharing (if applicable): See Addendum 2
5. Instrument type: Grant ☒ Cooperative agreement ☐ Loan Guarantee ☐	16. Total federal award amount, including approved cost sharing: $447,443.90
6. Period of performance start and end date: - 09/30/2035	17. Budget approved by HUD:
7. Budget period start and end date: FY 2026 through FY 2034	18. Fiscal year: See Addendum 2
8. Initial Agreement ☒ Amendment ☐ #	19. Statutory authority: 42 U.S.C. 12701 et seq
9. Indirect cost rate (per § 200.414): Recipients must complete Addendum 3: Indirect Cost Rate Schedule	20. Applicable appropriations act(s): Public Law 118-158, Public Law 119-75
10. Is this award for research and development (per 2 C.F.R. § 200.1)? Yes ☐ No ☒	21. Notice/notice of funding opportunity this award is made under (if applicable): N/A
11. Awarding official name and title:	22. Program regulations (if applicable): 24 C.F.R. Part 92
23. Federal award description: Under the HOME Investment Partnerships Program, HUD allocates funds by formula among eligible State and local governments to strengthen public-private partnerships and to expand the supply of decent, safe, sanitary, and affordable housing, with primary attention to rental housing, for very low-income and low-income families. • Addendum 1. Policy Requirements • Addendum 2. Program-Specific Requirements • Addendum 3. Indirect Cost Rate Schedule	

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Authority and Agreement. This U.S. Department of Housing and Urban Development, Office of Community Planning and Development, Federal Award Agreement (Agreement) between the U.S. Department of Housing and Urban Development (HUD) and the grant recipient hereinabove named (Recipient), collectively

(the parties hereto or the Parties), regarding the award of Federal funding hereinabove described (Federal Award) is made pursuant to the statutory authority above (box 19) and is subject to the applicable appropriations act(s) (box 20). This Agreement incorporates by reference program statute (box 19), the program regulations (box 22) (as now in effect and as may be amended from time to time), the Recipient's consolidated plan/action plan, any attached Specific Terms and Conditions, and the attached addenda (box 23).

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    a. *Generally:* The Recipient hereby agrees to maintain complete and accurate documentation for this Federal Award and related activities to include, without limitation, financial records,

supporting documentation, statistical records, books of account, ledgers, financial and project reports, records, statements, data, the originals of all agreements between the Recipient and any and all individuals or entities which receive funding pursuant to or arising out of this Agreement, whether directly from Recipient or from individuals or entities to whom Recipient has provided funding, any and all data on any individual or entity that receives money, in-kind assistance or services, or any benefit of any kind from or as a direct or indirect result of the Federal Award, including, without limitation, a Subrecipient or other entity that receives a subaward from a pass-through entity to carry out part of the Federal Award; contractor, vendor, consultant, any other entity performing activities funded in whole or in part under this Federal award; and any beneficiaries, participants, and other end-users of the funds, to the fullest extent permitted by law, and all such other documentation in such a manner as to permit the Recipient to prepare statements and reports in compliance with applicable HUD requirements and OMB requirements in 2 CFR part 200 for recordkeeping and reporting, which may be amended from time to time, (Grant Documentation). Recipient further agrees that the term "Grant Documentation" includes all Subrecipient data consistent with the above and 2 CFR 200.332 and to ensure that it obtains and maintains access to such Subrecipient data. Recipient agrees that the creation, maintenance, preservation, and disclosure by Recipient of Grant Documentation is fundamental to the prevention of fraud, waste, and abuse and to the satisfaction of its obligations to prevent fraud, waste, and abuse and the performance of its obligations under this Agreement and applicable HUD rules and regulations.

b. *Access to Records and Personnel*: In addition to the foregoing, and in no way a limitation of anything contained in the foregoing or in this Agreement, or of HUD's rights and remedies available to it under the terms of this Agreement, applicable statutes, laws and regulations, and otherwise at law or equity, HUD, Inspectors General, the Comptroller General of the United States, or any of their authorized representatives shall have the right of prompt, full, and complete access to any and all records of the Recipient and any other entities doing business with Recipient or otherwise receiving funds or benefits from Recipient, as specified in subsection a, and that are pertinent to the Federal Award to the fullest extent permitted by law, including records relevant to the administration, receipt, and use of this award and award activities, in order to perform audits, reviews and investigations, execute site visits, make or obtain copies thereof, or for any other official use. Such records include those that identify the source and application of funds, including relevant Grant Documentation data to the extent disclosure is not prohibited by law, in such a manner as to allow HUD to determine that all funds are and have been expended in accordance with program requirements and in a manner consistent with applicable law. The right of access includes prompt, full, and complete access as HUD may require to the Recipient and other entities and persons identified in subsection and their personnel, for the purpose of interview and discussion at such dates, times, and locations as HUD may require related to such documents or the Federal Award in general, to the fullest extent permitted by law. In lieu of or in addition to an on-site inspection, Recipient also agrees to furnish HUD such financial and project reports, records, statements, data, and documents in such form, from Recipient or other entity or person identified above, and accompanied by such reporting data as required by HUD. Recipient shall supply to HUD any and all Grant Documentation in legible and usable form as HUD may specify and within the time specified by HUD and at Recipient's expense. Recipient shall also make certifications, as HUD may request at such times and in such manner and format as required by HUD, that all Documentation which Recipient supplies to HUD is true, accurate, and complete in all aspects and regards.

c. *New Reporting Tools*: Further, the Recipient hereby acknowledges that HUD is in the process of implementing new grants management and reporting tools for all Documentation and other documents and records pertinent to the Federal Award. Recipient agrees to report on grant performance and financial activities (including vendor and cash disbursement supporting details for the Recipient and its Subrecipients) using these new tools when they are released, and as updated, and to satisfy all requests for records pertinent to the Federal Award as described above. HUD will work with the Recipient to support the Recipient's transition to the new reporting tools. Once such new tools are implemented, Recipient shall make timely reporting utilizing such new reporting tools and such other reporting as is required by this Agreement and applicable statutes, laws, and regulations. HUD reserves the right to exercise all of its available rights and remedies for any noncompliance with these grants management and financial reporting requirements, to include, without limitation, requiring 100% review, additional or more detailed reports, suspension or termination of disbursements, and all other legally available remedies, to the furthest extent permitted by law. Recipient shall also make certifications at such times and in such manner and format as required by HUD that its reporting and the information contained therein is true, accurate, and complete in all aspects and regards.

8. *Noncompliance.* If the Recipient fails to comply with the provisions of this Agreement, HUD may take any and all remedial actions authorized by applicable statutes, regulations, or 2 C.F.R. § 200.339, as applicable. Nothing in this Agreement shall limit any remedies otherwise available to HUD in the case of noncompliance by the Recipient. No delay or omissions by HUD in exercising any right or remedy available to it under this Agreement shall impair any such right or remedy or constitute a waiver of or acquiescence in any Recipient noncompliance.
9. *Termination provisions.* Unless superseded by program statutes or regulations, the termination provisions in 2 C.F.R. § 200.340 apply.
10. *Build America, Buy America*. The Recipient must comply with the requirements of the Build America, Buy America (BABA) Act, 41 U.S.C. § 8301 note, and all applicable rules and notices, as may be amended, if applicable. Pursuant to HUD's Notice, "Public Interest Phased Implementation Waiver for FY 2022 and 2023 of Build America, Buy America Provisions as Applied to Recipients of HUD Federal Financial Assistance" (88 Fed. Reg. 17001), BABA requirements apply to any infrastructure projects HUD has obligated funds for after the effective dates, unless excepted by a waiver.
11. *Fiduciary Relationship*. Recipient acknowledges and agrees that it stands in a fiduciary relationship to HUD and the American people with respect to the Federal Award. Recipient shall act solely for the benefit of HUD and the American people with respect to the Federal Award, and undertakes a duty of absolute loyalty, trust, and confidence. In performing its obligations under this Agreement, Recipient shall act in good faith, avoid all conflicts of interest, exercise the due care required of a fiduciary, and make full and complete disclosure of all material facts and business opportunities and other matters required to be disclosed by this Agreement and applicable law relating to this Agreement, the Federal Award and all funds derived therefrom.
12. *Waste, Fraud, and Abuse*. Recipient acknowledges and agrees that the prevention, discovery, exposure, and prosecution of waste, fraud, and abuse in Federal grant programs and procurement and the activities which Federal funding supports, and recoveries therefrom, are in the best interests of Recipient and the American people. Accordingly, Recipient agrees to cooperate fully with HUD and the Task Force to Eliminate Fraud established in Executive Order 14395 of March 16, 2026, *Establishing the Task Force To Eliminate Fraud*, in all manners and respects as required by HUD.

13. *Whistleblower Protections.* Any person who becomes aware of the existence or apparent existence of fraud, waste, or abuse of any HUD award must report such incidents to both the HUD official responsible for the award and to HUD's Office of Inspector General (OIG). Allegations of fraud, waste, and abuse related to HUD programs can be reported to the HUD OIG hotline via phone at 1-800-347-3735 or online hotline form. The Recipient must comply with 41 U.S.C. § 4712, which includes informing employees in writing of their rights and remedies, in the predominant native language of the workforce. Under 41 U.S.C. § 4712, employees of a government contractor, subcontractor, recipient, and Subrecipient—as well as a personal services contractor—who make a protected disclosure about a Federal Award or contract cannot be discharged, demoted, or otherwise discriminated against if they reasonably believe the information they disclose is evidence of (1) gross mismanagement of a Federal contract or award; (2) waste of Federal funds; (3) abuse of authority relating to a Federal contract or award; (4) substantial and specific danger to public health and safety; or (5) violations of law, rule, or regulation related to a Federal contract or award.
14. *Third-Party Claims.* Nothing in this Agreement shall be construed as creating or justifying any claim against the federal government or the Recipient by any third party.
15. *Rule of Construction and No Construction Against Drafter.* Notwithstanding anything contained in this Agreement, the terms and conditions hereof are to be construed to have full and expansive effect in both interpretation and application, and the parties agree that the principle of interpretation that holds that ambiguities in terms or conditions are construed against the drafter shall not apply in interpreting this Agreement.
16. *Miscellaneous Provisions.*
    a. Headings are for convenience of reference only and shall not affect the construction, meaning, or interpretation of this Agreement.
    b. No modification of this Agreement shall be effective unless it is in writing and signed by both Parties. Further, the Recipient agrees to not change, edit, or modify this Agreement or its terms before or after executing it and returning it to HUD. The Recipient agrees that any such changes shall be null and void and not binding upon HUD.
    c. If any part or provision of this Agreement is enjoined or held to be void or unenforceable in any jurisdiction, it shall be ineffective as to such jurisdiction and only to the extent of such prohibition or enjoinment and shall not invalidate or affect the legality or enforceability of the remaining provisions and applications of this Agreement. In the event the enjoinment of such provisions is stayed, dissolved, or reversed, the full terms of this Agreement, including such provisions, will automatically become effective. This clause is self-executing and will become effective, binding, and enforceable automatically upon execution of this Agreement.

[REST OF PAGE INTENTIONALLY BLANK]

C. Federal Award Performance Goals
The Recipient must meet any applicable performance goals, indicators, targets, and baseline data as required by applicable program requirements.

D. Specific Terms and Conditions Not applicable ☒ Attached ☐

For the U.S. Department of HUD (name and title of authorized official)	Signature	Date
For the Recipient (name and title of authorized official) **Joshua A. Boschee, Mayor, City of Fargo**	Signature	Date

ADDENDUM 1. POLICY REQUIREMENTS

If applicable:

1. The Recipient shall not use grant funds to promote "gender ideology," as defined in Executive Order (E.O.) 14168, Defending Women from Gender Ideology Extremism and Restoring Biological Truth to the Federal Government.

2. The Recipient agrees that its compliance in all respects with all applicable Federal anti-discrimination laws is material to the U.S. Government's payment decisions for purposes of section 3729(b)(4) of title 31, United States Code.

3. The Recipient certifies that it does not operate any programs that violate any applicable Federal anti-discrimination laws, including Title VI of the Civil Rights Act of 1964.

4. The Recipient shall not use any grant funds to fund or promote elective abortions, as required by E.O. 14182, Enforcing the Hyde Amendment.

5. This Grant shall not be governed by Executive Orders revoked by E.O. 14154, including E.O. 14008, or any requirements implementing Executive Orders that have been revoked.

6. The Recipient must administer its grant in accordance with all applicable immigration restrictions and requirements, including the eligibility and verification requirements that apply under title IV of the Personal Responsibility and Work Opportunity Reconciliation Act of 1996, as amended (8 U.S.C. 1601-1646) (PRWORA) and any applicable requirements that HUD, the Attorney General, or the U.S. Citizenship and Immigration Services may establish from time to time to comply with PRWORA, Executive Order 14218, or other Executive Orders or immigration laws.

7. No state or unit of general local government that receives funding under this grant may use that funding in a manner that by design or effect facilitates the subsidization or promotion of illegal immigration or shields illegal aliens from deportation, including by maintaining policies or practices that materially impede enforcement of federal immigration statutes and regulations.

8. The Recipient must use SAVE, or an equivalent verification system approved by the Federal government, to prevent any Federal public benefit from being provided to an ineligible alien who entered the United States illegally or is otherwise unlawfully present in the United States.

9. Faith-based organizations may be Subrecipients for funds on the same basis as any other organization. Recipients may not, in the selection of Subrecipients, discriminate against an organization based on the organization's religious character, affiliation, or exercise.

10. Awards to Subrecipients made under, relating to or arising out of the Federal Award will not be used to engage in illegal racial discrimination, including racial preferences.

11. Awards to Subrecipients made under, relating to, or arising out of the Federal Award will not be distributed in a way that violates or otherwise is used to interfere with constitutional protections guaranteed for speech and religious beliefs and the free exercise of religion.

12. Awards made under, relating to, or arising out of the Federal Award will not be used to fund any project, service provider, or organization that operates illegal drug injection sites or "safe consumption sites" in violation of 21 U.S.C. § 856, knowingly permits the use or distribution of illicit drugs on property under their control in violation of 21 U.S.C. 856(a)(2), or knowingly distributes drug paraphernalia in violation of 21 USC 863. This is not a requirement that program participants must be sober in order to receive assistance, participate in treatment in order to receive assistance, or be evicted or exited from assistance for a first-time violation of a drug-related program policy or lease requirement.

13. All agreements or contracts made under, relating to, or arising out of the Federal Award must contain the same terms and conditions as those in the grant agreement issued by HUD. Any conflicting terms and conditions must be approved by HUD.

14. Recipient shall comply with all applicable workforce management requirements, regulations and statutes, including, without limitation, Title VII of the Civil Rights Act of 1964, 8 U.S.C. § 1324a, the Copeland "Anti-Kickback" Act, and the Drug-Free Workplace Act of 1988, as they may apply.

ADDENDUM 2. PROGRAM-SPECIFIC REQUIREMENTS

Assistance Listing 14.239, HOME Investment Partnerships Program

1. For the purposes of this Agreement and any applicable addenda, the term "recipient" shall have the meaning of "grantee", "participating jurisdiction" as defined in 24 C.F.R. 92.2., or "insular area" as defined in 24 C.F.R. 92.2.

2. *Community Housing Development Organizations (CHDOs).* When 42 U.S.C. 12771(b) is suspended by a given year's appropriations, the Secretary shall not deduct funds set aside for CHDOs from the Recipient's HOME Investment Trust Fund for failure to reserve those funds for projects owned, developed, or sponsored by CHDOs within 24 months after the last day of the month in which HUD notifies the Recipient of HUD's execution of this Agreement.

3. *Commitment.* When 42 U.S.C. 12749(g) is suspended by a given year's appropriations, the Recipient's ability to commit funds provided through this Agreement will not expire 24 months after the last day of the month in which such funds are deposited in the jurisdiction's HOME Investment Trust Fund.

4. *Deobligations.* To the extent authorized by HUD regulations at 24 C.F.R. Part 92, HUD may, by its execution of an amendment to this Agreement, deobligate funds previously awarded to the Recipient without the Recipient's execution of the amendment or other consent.

5. *State Environmental Review.* If a Recipient is a State, as defined in 24 C.F.R. 92.2, and the Recipient provides HOME funds to a "State recipient", as that term is defined in 24 CFR 92.2, then the Recipient must require that the "State recipient" shall assume responsibility for the environmental review in accordance with 24 CFR 92.352 in the written agreement entered into pursuant to 24 CFR 92.504. Notwithstanding the foregoing, as per 24 CFR 92.504(c)(1)(vi), the "State recipient" shall not assume the Recipient's responsibilities for release of funds under 24 CFR 92.352.

6. *Reallocations.* All funds for the specified Fiscal Year provided by HUD by formula reallocation are covered by this Agreement upon execution of an amendment by HUD, without the Recipient's execution of the amendment or other consent.

7. *Repayments.* The Recipient agrees that funds invested in affordable housing under 24 C.F.R. Part 92 are repayable when the housing no longer qualifies as affordable housing. Repayment shall be made as specified in 24 C.F.R. Part 92.

8. *Cost Sharing.* This award is subject to match provisions in 24 C.F.R. 92.64(a)(1) and 24 C.F.R. 92.218-222, as applicable. The amount of match that a recipient may be required to provide in a year is not based upon the amount of the recipient's award. Under 24 C.F.R. 92.218, the amount of match that a recipient may be required to provide is determined by the type of eligible costs incurred by the recipient and the amount of funds drawn from the HOME Investment Trust Fund Treasury Account in that year. Since these factors are fact-sensitive, the amount of match is not included in either Box 15 or Box 16 of this Agreement.

9. *Funding Information*:

Source of Funds	Appropriation Code	PAS Code	Amount
2026	*86 6/9 0205*	*HMF(Q)*	$447,443.90

ADDENDUM 3. INDIRECT COST RATE SCHEDULE

As the duly authorized representative of the Recipient, I certify that the Recipient:

☒ Will not use an indirect cost rate to calculate and charge indirect costs under the grant.

☐ Will calculate and charge indirect costs under the grant by applying a *de minimis* rate as provided by 2 C.F.R. § 200.414(f), as may be amended from time to time.

☐ Will calculate and charge indirect costs under the grant using the indirect cost rate(s) listed below, and each rate listed is included in an indirect cost rate proposal developed in accordance with the applicable appendix to 2 C.F.R. part 200 and, *if required*, was approved by the cognizant agency for indirect costs.

Agency/department/major function	Indirect cost rate	Type of Direct Cost Base
	%	
	%	
	%	

Instructions for the Recipient:
The Recipient must mark the one (and only one) checkbox above that best reflects how the Recipient's indirect costs will be calculated and charged under the grant. Do not include indirect cost rate information for Subrecipients.

The table following the third box must be completed only if that box is checked. When listing a rate in the table, enter both the percentage amount (e.g., 10%) and the type of direct cost base to be used. For example, if the direct cost base used for calculating indirect costs is Modified Total Direct Costs, then enter "MTDC" in the "Type of Direct Cost Base" column.

If using the Simplified Allocation Method for indirect costs, enter the applicable indirect cost rate and type of direct cost base in the first row of the table.

If using the Multiple Allocation Base Method, enter each major function of the organization for which a rate was developed and will be used under the grant, the indirect cost rate applicable to that major function, and the type of direct cost base to which the rate will be applied.

If the Recipient is a government and more than one agency or department will carry out activities under the grant, enter each agency or department that will carry out activities under the grant, the indirect cost rate(s) for that agency or department, and the type of direct cost base to which each rate will be applied.

To learn more about the indirect cost requirements, see 2 C.F.R. part 200, subpart E and Appendix VII to Part 200 (for state and local governments).

THE CITY OF Fargo FAR MORE | PUBLIC WORKS

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

October 1, 2026

29

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

RE: Service Body with Crane (PBC26313)

Commissioners:

City of Fargo Fleet Management is assisting the Water Reclamation Department in purchasing one service body with crane. The review committee, consisting of Jim Hausauer, Wayne Offerdahl and Tom HallGanje determined that leveraging a purchasing consortium would offer the best value and efficiency for this acquisition. Utilizing the cooperative purchasing contracts for purchasing specialized equipment has been very successful for the City of Fargo. We have been able to capitalize on significant cost savings over purchasing from the dealer networks.

The result by using the purchasing consortium is as follows:

Vendor:	**Price per unit:**
Bert's Truck Equipment	$119,965.10

Additionally, the review committee evaluated the proposal to ensure it met the required specifications. The Finance Department has approved the proposed purchase. For your reference and consideration, a proposal synopsis it attached. Funding for this project is included in the 2026 Water Reclamation Budget.

Our recommendation is to purchase one service body and crane through Bert's Truck Equipment utilizing Sourcewell contract number 091125-EEC, totaling $119,965.10. In addition, we would secure a six-year municipal lease through CapFirst Equipment Finance.

SUGGESTED MOTION:

Approve the recommendation for the purchase of one service body and crane from Bert's Truck Equipment utilizing Sourcewell Contract number 091125EEC, totaling $119,965.10 with a six- year municipal lease through CapFirst Equipment Finance. (PBC26313)

Respectfully Submitted,

Tom HallGanje
Fleet Purchasing Manager

THE CITY OF Fargo FAR MORE

PIGGYBACK PURCHASE REQUEST FORM (PBC)

Requested by:	Tom HallGanje	**Department:**	Water Reclamation
Date of Request:	9/29/2026	**Phone Number:**	701-241-1460
E-mail:	tganje@fargond.gov		
Dept Head Signature:		**Estimated Amount of Purchase:**	$119,965.10

Piggyback Purchase from a State or Cooperative Contract Requirement:

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

Product or Service description:

Stellar TMA Service Body/with crane

Provide source of existing State contract and Contract number:

Sourcewell # 091125-EEC

Is a Vendor contract required? Yes ☐ No ☐

Vendor Name:	Berts Truck Equipment				
Address:	3804 HWY 75 N				
City:	Moorhead	**State:**	MN	**Zip Code:**	56561-0336
Contact Person:	Wade Johnson	**Title:**	Sales		
Telephone:	218-233-8681	**Email:**	Wade@bertsonline.com		
Purchasing Manager Approval:					
Piggyback (PBC) Number:		PBC26313			

Berts Truck Equipment Of Mhd Inc

3804 HWY 75 N . PO BOX 336
MOORHEAD, MN 56561-0336
(218) 233-8681 . FAX (218) 291-1784
1-800-232-3787

Estimate E 12141
Date / /
Date Open 04/06/2026

Page: 1 of 5

Sold To : 241-1459 701

FARGO CITY CENTRAL GARAGE
402 23RD ST N

FARGO ND 58102 USA

Ship To :

Written By	Terms	Time	Customer Po #	Promised	Phone	Ship Via
WADE	CHG	11:36:28				

Unit #	Plate #	Year	Make	Model	Mileage/Hrs	VIN	Engine
2026			FORD	F550	0/0.0		

Qty	Description	Price	Amount
1.000	STLTMAX30K-9A STELLAR TMAX30K ALUMINUM SERVICE BODY 44" TALL COMPARTMENTS ADM MECH TRMAX 30K-09 ARSD 44IN AL SP W/LIFTGATE 2000# GALVANIZED FRAME AND PLATFORM PN 60927X POWER STRIP SURGE SUP 3+3 OUTLETS 15FT CORD *STELLAR SOURCEWELL # 091125-EEC*	26737.50	26737.50
1.000	STL24050X MOUNTING KIT FOR TMAX 30K 9' - 60CA	930.00	930.00
1.000	STL114826X 20 GALLON HYDRAULIC BULKHEAD RESERVOIR - INSTALLED	2204.10	2204.10
1.000	STL116637AX SS1VF HEAVY DUTY ALUMINUM STYLE DRAWER SET 3-3" 3-5" 1-7"	2492.40	2492.40
1.000	STL98084X SS1VF DRAWER LIGHTBAR FOR 28" WIDE - INSTALLED	148.80	148.80
1.000	STL98098AX SSH DRAWER LIGHTBAR FOR 42" WIDE - INSTALLED	176.70	176.70
1.000	STL98075X SSR DRAWER LIGHTBAR FOR 18" WIDE UNIT	148.80	148.80
1.000	STL34269AX SSR HEAVY DUTY ALUMINUM DRAWER SET	2418.00	2418.00
1.000	STL116637AX CS1V - HEAVY DUTY ALUMINUM STYLE PULL HANDLE DRAWER SET 3-3" 3-5" 1-7"	2492.40	2492.40
1.000	STL98085X CS1V DRAWER LIGHTBAR FOR 28" WIDE DRAWERS	148.80	148.80

ALL INVOICES PAID BY CREDIT CARD WILL HAVE AN ADDITIONAL 3% SURCHARGE.

ALL ESTIMATES ARE GOOD FOR 30 DAYS.

-NOTICE- THERE WILL BE A $30 FEE ON ALL RETURNED CHECKS.

ALL RETURN ITEMS MUST BE ACCOMPANIED BY THE ORIGINAL INVOICE.

This invoice is due 15 days after invoice date. A 1-1/2% service charge will be added to past due accounts.

Parts.....	115895.10
Labor.....	1320.00
Shop Supplies	50.00
Freight	2700.00

Authorized By

TOTAL

Continued

Berts Truck Equipment Of Mhd Inc

3804 HWY 75 N . PO BOX 336
MOORHEAD, MN 56561-0336
(218) 233-8681 . FAX (218) 291-1784
1-800-232-3787

Estimate E 12141
Date / /
Date Open 04/06/2026

Sold To : 241-1459 701

FARGO CITY CENTRAL GARAGE
402 23RD ST N

FARGO ND 58102 USA

Ship To :

Written By	Terms	Time	Customer Po #	Promised	Phone	Ship Via
WADE	CHG	11:36:28				

Unit #	Plate #	Year	Make	Model	Mileage/Hrs	VIN	Engine
2026			FORD	F550	0/0.0		

Qty	Description	Price	Amount
1.000	STL139445X CSH- STRUT MOUNTED SHELF WITH DIVIDERS	269.70	269.70
1.000	STL22519X CS REAR - COVER ASSY FOR ROLLER HOLE	102.30	102.30
1.000	STL56805X DRI DECK MAT KIT FOR COMPARTMENT FLOORS	799.80	799.80
1.000	STL17976X 120V GFCI OUTLET-INSTALLED	530.10	530.10
1.000	STL99963X E-TRACK INSTALLED IN LOAD BED ON EA SIDE WITH 4 STRAPS	1078.80	1078.80
1.000	STL92741X CAB GUARD - TMAX ALUMINUM SERIES BODY - 50"W X 16"H	967.20	967.20
1.000	STL101365X LIFTGATE 2000# GALVANIZED FRAME AND PLATFORM	9467.40	9467.40
1.000	STL88357X ADJUSTABLE BOOM SUPPORT - HEX BOOM	725.40	725.40
1.000	STL228726 TRAILER PLUG - 7 PIN ROUND	372.00	372.00
1.000	STL119753X DEF FILL FOR FRONT OF BODY FOR FORD CHASSIS-INSTALLED	139.50	139.50
1.000	STL53136X OUTRIGGERS - HYD IN /HYD OUT - UP/DOWN STABILIZER ASSY	6621.60	6621.60
1.000	STL140307X LED FLOOD LIGHTS FOR TMAX ALUMINUM BODY - HELLA - INSTALLED	232.50	232.50
1.000	STL141447X ENG CUSTOM LIGHT OPTION #3 ENGINEERED TO ORDER - LED COMPARTMENT LIGHTS	1506.60	1506.60

ALL INVOICES PAID BY CREDIT CARD WILL HAVE AN ADDITIONAL 3% SURCHARGE.

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ALL RETURN ITEMS MUST BE ACCOMPANIED BY THE ORIGINAL INVOICE.

This invoice is due 15 days after invoice date. A 1-1/2% service charge will be added to past due accounts.

Parts.....	115895.10
Labor.....	1320.00
Shop Supplies	50.00
Freight	2700.00

Authorized By

TOTAL

Continued

Berts
TRUCK EQUIPMENT OF MOORHEAD

Berts Truck Equipment Of Mhd Inc

3804 HWY 75 N . PO BOX 336
MOORHEAD, MN 56561-0336
(218) 233-8681 . FAX (218) 291-1784
1-800-232-3787

Estimate E 12141
Date / /
Date Open 04/06/2026

Sold To : 241-1459 701

FARGO CITY CENTRAL GARAGE
402 23RD ST N

FARGO ND 58102 USA

Ship To :

Written By	Terms	Time	Customer Po #	Promised	Phone	Ship Via
WADE	CHG	11:36:28				

Unit #	Plate #	Year	Make	Model	Mileage/Hrs	VIN	Engine
2026			FORD	F550	0/0.0		

Qty	Description		Price	Amount
1.000	STL63890X	CHASSIS MOUNTED - 107 DB BACK UP ALARM	288.30	288.30
1.000	STL145307X	STELLAR REAR TAILLIGHTS FOR ALUMINUM BODIES EQUIPPED WITH SEQUENTIAL TURN SIGNALS, INTEGRATED STROBE LIGHTS AND ONE FLOOD LIGHT MOUNTED ON TOP OF EACH TAILLIGHT	372.00	372.00
1.000	STL149420X	FORD BACKUP CAMERA	279.00	279.00
1.000	STL98947X	STROBE LIGHTS - GRILL MOUNTED	1143.90	1143.90
1.000	STL62804X	AMBER LED CLASS 1 BEACON LIGHT - INSTALLED	446.40	446.40
1.000	STL85209X	LEAF SPRINGS INSTALLED CRANE SIDE OF FORD CHASSIS	818.40	818.40
1.000	STL75749X	TRUCK UPFITTER SWITCHES CONTROL PACKAGE	1227.60	1227.60
1.000	STL130822X	SPEED CONTROL KIT - FOR FORD CHASSIS 23 OR NEWER	1116.00	1116.00
1.000	STL88091X	CDTPLUS AND CDTPRO RADIO TRANSMITTER MOUNTING KIT	260.40	260.40
1.000	STL8150X	PTO FOR FORD AUTOMATIC TRANSMISSION	3264.30	3264.30
1.000	STL9022X	HYDRAULIC PUMP - SINGLE SECTION	1553.10	1553.10
1.000	STL127979X	PAINT - STELLAR WHITE PAINT	2176.20	2176.20
1.000	STL36317	SPRAY ON LINER LOAD BED WALLS AND FLOOR	1525.20	1525.20
1.000	STL138989	FIRE EXTINGUISHER - 10# W/STRUT MOUNTS - INSTALLED	241.80	241.80
1.000	STL5305X	ICC SAFETY KIT - EXTINGUISHER AND REFLECTOR KIT	288.30	288.30

ALL INVOICES PAID BY CREDIT CARD WILL HAVE AN ADDITIONAL 3% SURCHARGE.

ALL ESTIMATES ARE GOOD FOR 30 DAYS.

-NOTICE- THERE WILL BE A $30 FEE ON ALL RETURNED CHECKS.

ALL RETURN ITEMS MUST BE ACCOMPANIED BY THE ORIGINAL INVOICE.

This invoice is due 15 days after invoice date. A 1-1/2% service charge will be added to past due accounts.

Parts.....	115895.10
Labor.....	1320.00
Shop Supplies	50.00
Freight	2700.00

Authorized By

TOTAL **Continued**

Berts Truck Equipment Of Mhd Inc

3804 HWY 75 N . PO BOX 336
MOORHEAD, MN 56561-0336
(218) 233-8681 . FAX (218) 291-1784
1-800-232-3787

Estimate E 12141
Date / /
Date Open 04/06/2026

Sold To : 241-1459 701

FARGO CITY CENTRAL GARAGE
402 23RD ST N

FARGO ND 58102 USA

Ship To :

Written By	Terms	Time	Customer Po #	Promised	Phone	Ship Via
WADE	CHG	11:36:28				

Unit #	Plate #	Year	Make	Model	Mileage/Hrs	VIN	Engine
2026			FORD	F550	0/0.0		

Qty	Description		Price	Amount
1.000	SLT50785	SPRAY ON BED LINER FOR FRONT OF SIDE PACK ONLY-BLACK	762.60	762.60
1.000	STL94707X STELLAR 6521 CRANE 6000LB, 21' HYDRAULIC REACH 35,000LB RATING 2 - HYDRAULIC EXTENSIONS CDT EQUIPPED PROPORTIONAL RADIO CONTROL		30345.90	30345.90
1.000	STL98572X CRANE BOOM TIP LIGHTS - GRAVITY ROTATING - DOUBLE LED LIGHT		995.10	995.10
1.000	FRTINCOMING	INCOMING FREIGHT & HANDLING	2700.00	2700.00
1.000	GOL30004ST	STRYKER LED, WHITE WITH WIRELESS HANDHELD REMOTE	680.00	680.00
1.000	BUYB1018LSP	MUD FLAP,PER PAIR	30.00	30.00
1.000	LUV415078-401734	GRIP STEPS W/BRKTS, FORD SD SUPERCAB 2020 & UP	650.00	650.00
1.000	BUYB2436SPC	MUD FLAP, 24" x 36" x 1/2" BERTS - PR	80.00	80.00
1.000	STL44579X	STELLAR JOBSITE BOX - 48" X 24" D 28" H - INSTALLED	1106.70	1106.70
1.000	STL70582X	OXY- ACET VENT COVER - 4" X 7.5" - INSTALLED	111.60	111.60
1.000	STL142126X ENG CUSTOM OPTION #4 COMPARTMENT RISER ACC RAIL - SS1VF		251.10	251.10
1.000	STL142000X ENG CUSTOM OPTION #5 3000W SAMLEX INVERTER W/ RAIL MOUNT - SS1VF		2641.20	2641.20

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Parts.....	115895.10
Labor.....	1320.00
Shop Supplies	50.00
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Authorized By

TOTAL

Continued

Berts Truck Equipment Of Mhd Inc

3804 HWY 75 N . PO BOX 336
MOORHEAD, MN 56561-0336
(218) 233-8681 . FAX (218) 291-1784
1-800-232-3787

Estimate E 12141
Date / /
Date Open 04/06/2026

Page: 5 of 5

Sold To : 241-1459 701

FARGO CITY CENTRAL GARAGE
402 23RD ST N

FARGO ND 58102 USA

Ship To :

Written By	Terms	Time	Customer Po #	Promised	Phone	Ship Via
WADE	CHG	11:36:28				

Unit #	Plate #	Year	Make	Model	Mileage/Hrs	VIN	Engine
2026			FORD	F550	0/0.0		

Qty	Description	Price	Amount
1.000	STL90627TPX ENG CUSTOM UNIVERSAL OPTION #3 CHASSIS PREP KIT FOR INVERTER	1088.10	1088.10
1.000	STL116651AX SS HORIZONTAL HEAVY-DUTY ALUMINUM DRAWER SET - 3-3" DRAWERS	1441.50	1441.50
	Work Requested : FORD FRONT MUDFLAPS Work Completed :		165.00
	Work Requested : RUNNING BOARDS Work Completed :		330.00
	Work Requested : GO LIGHT Work Completed :		825.00
	Work Requested : STELLAR SOURCEWELL# 091125-EEC Work Completed :		

ALL INVOICES PAID BY CREDIT CARD WILL HAVE AN ADDITIONAL 3% SURCHARGE.

ALL ESTIMATES ARE GOOD FOR 30 DAYS.

-NOTICE- THERE WILL BE A $30 FEE ON ALL RETURNED CHECKS.

ALL RETURN ITEMS MUST BE ACCOMPANIED BY THE ORIGINAL INVOICE.

This invoice is due 15 days after invoice date. A 1-1/2% service charge will be added to past due accounts.

Parts.....	115895.10
Labor.....	1320.00
Shop Supplies	50.00
Freight	2700.00
TOTAL	**119965.10**

Authorized By

30

REPORT OF ACTION

UTILITY COMMITTEE

Project No. Fargo Public Schools Garbage Collection Service Contract — Type: – Contract for Services

Location: Solid Waste Division — Date of Hearing: 10/08/26

Routing	Date
City Commission	10/12/26
Project File	Fargo Public Schools Service Contract

Scott Olson, Solid Waste Utility Director, presented the attached Fargo Public Schools Garbage Collection Service Contract for services related to waste and recycling collection for a three year term beginning November 1, 2026.

Term of the proposed contract is three years, November 1, 2026 – June 30, 2029 (Initial Term) with renewal options for two additional three-year terms*. Rates included in the proposed contract are reflecting of City of Fargo's ***Resolution Prescribing Rates and Charges for Solid Waste Services*** approved by City Commission and effective January 1, 2026.

* Ending dates were adjusted from October 31 to June 30 at the request of FPS to reflect their fiscal calendar.

MOTION:

On a motion by Brian Ward, seconded by Troy Hall, the Utility Committee voted to approve as described.

COMMITTEE:	Present	Yes	No	Unanimous
Chad Peterson, City Commissioner	X	X		X
Michael Redlinger, City Administrator	X	X		
Thomas Knakmuhs, City Engineer	X	X		
Susan Thompson, City Finance Director	X	X		
Bruce Grubb, City Administration	X	X		
Brian Ward, Water Plant Supt.	X	X		
Mark Miller, Wastewater Plant Supt.	X	X		
Allan Lee, City Forester				
James Hausauer, Wastewater Util. Director	X	X		
Troy Hall, Water Utility Director	X	X		
Ben Dow, Public Works Operations Director	X	X		
Scott Olson, Solid Waste Utility Director	X	X		
Daniel Portlock, Water Utility Engineer	X	X		

ATTEST:

Scott Olson, PE
Solid Waste Utility Director

C: Josh Boschee, Mayor
Commissioner Turnberg
Commissioner Gullickson
Commissioner Strand

THE CITY OF Fargo FAR MORE | SOLID WASTE

ITEM 2

DIVISION OF SOLID WASTE
2301 8th Avenue North
Fargo, North Dakota 58102
Office: 701.241.1449 | Fax: 701.241.8109
FargoND.gov

To: **Utility Committee**

From: **Scott Olson, Solid Waste Utility Director**

Date: **September 30, 2026**

Subject: **Fargo Public Schools Garbage Collection Service Contract**

The City of Fargo Solid Waste (Solid Waste) and Fargo Public Schools (FPS) have been under the current contract for garbage and recycling services since 2017. Following two prior extensions, Fargo Public Schools the contract is set to expire in October of 2026. Following a recent RFP review from FPS a new contract has been accepted with Solid Waste and is attached to this memo.

Term of the proposed contract is three years, November 1, 2026 – June 30, 2029 (Initial Term) with renewal options for two additional three-year terms*. Rates included in the proposed contract are reflecting of City of Fargo's ***Resolution Prescribing Rates and Charges for Solid Waste Services*** approved by City Commission and effective January 1, 2026.
* Ending dates were adjusted from October 31 to June 30 at the request of FPS to reflect their fiscal calendar.

2026 Proposal Formulation:

To calculate the current monthly charge, staff applied the formula and matrix as provided in the ***2026 Resolution Prescribing Rates and Charges for Solid Waste Services.*** The results show a monthly charge of $14,595.51 with an "on call" price of $4.84 per cubic yard. This monthly total includes a separated cardboard recycling monthly revenue offset (credit) to FPS of $441.00 for separated cardboard collected by the City.

The City will also provide recycling containers for commingled (all-in-one) recyclables and collect for $5.00 per 100 gallons with annual estimated total of $2,227.50.

Your consideration in this matter is greatly appreciated.

Recommendation

Approve the attached Fargo Public Schools Garbage Collection Service Contract for the term of November 1, 2026 – June 30, 2029; with the option to renew for two additional three-year terms beginning July 1, 2029 and July 1, 2032.

FARGO PUBLIC SCHOOLS
GARBAGE COLLECTION SERVICE CONTRACT

THIS AGREEMENT, made and entered into as of November 1, 2026, by and between Fargo Public Schools, 700 7th Street South, Fargo, North Dakota 58103 ("SCHOOLS"), and the City of Fargo, North Dakota ("CITY").

WITNESSETH:

WHEREAS, SCHOOLS desires to procure garbage and recycling collection services at its sites within the CITY, and CITY has agreed to provide such services; and

WHEREAS, the parties wish to set forth the terms and conditions governing those services;

NOW, THEREFORE, for and in consideration of the mutual covenants and understandings of the parties, the parties agree as follows:

1. **SERVICES; LOCATIONS.** CITY shall provide garbage and recycling collection services to SCHOOLS at the locations and frequencies shown on Attachment A, which is incorporated into this Agreement. The parties may modify Attachment A by a written amendment signed by both parties to accommodate construction, new buildings, growth, or changes in service needs. Horace Mann Elementary School is excluded from service at the commencement of this Agreement due to construction. The parties anticipate adding Horace Mann by written amendment when construction is complete and service requirements are established.

2. **TERM; RENEWAL; TERMINATION.** The initial term begins November 1, 2026, and ends June 30, 2029 (the "Initial Term"). The parties may renew this Agreement for up to two additional three-year terms, each running from July 1 through June 30, only by a written amendment signed by both parties before the then current term expires. Either party may terminate this Agreement without cause upon ninety (90) days' prior written notice to the other party. In addition, if CITY fails to provide and maintain service reasonably acceptable to SCHOOLS, SCHOOLS may terminate this Agreement if CITY does not cure the identified deficiency within thirty (30) days after written notice, or within such longer period as is reasonably necessary if the deficiency cannot reasonably be cured within thirty (30) days and CITY diligently pursues the cure.

3. **CONTAINERS.** CITY shall provide and maintain the garbage and recycling containers identified in Attachment A. CITY shall power wash the containers at least once each year.

4. **COMPENSATION.** For the Initial Term, SCHOOLS shall pay CITY as follows: (a) from November 1, 2026, through May 31, 2027, and from September through May of each subsequent contract year, a net monthly fee of $14,595.51; and (b) from June through August, $4.84 per cubic yard for garbage collection requested on an on-call basis. The net monthly fee is based on a gross monthly garbage service charge of $15,036.51 less the cardboard revenue offset described in Section 7. Charges for services added or changed by amendment shall be addressed in that amendment. Unless otherwise agreed in writing, CITY shall invoice SCHOOLS monthly and payment is due within thirty (30) days after receipt.

5. **INSURANCE.** CITY shall maintain liability coverage applicable to its performance under this Agreement. Nothing in this Agreement waives any immunity, limitation of liability, or defense available to CITY under North Dakota law.

6. **YARD AND TREE WASTE.** SCHOOLS may dispose of yard waste at CITY neighborhood drop sites or compost sites at no charge. CITY shall accept separated tree waste hauled by SCHOOLS to the landfill at no charge.

7. **VALUE-ADDED SERVICES.** CITY shall provide the following services:

Recycling. CITY shall provide the source separated recycling containers shown in Attachment A for cardboard, plastic, metal, tin, glass, magazines, phone books, and office paper. CITY shall collect commingled recyclable material from SCHOOLS at $5.00 per 100 gallons.

Cardboard Revenue Offset. The monthly fee set forth in Section 4 reflects a monthly credit of $441.00, representing a seventy percent (70%) revenue offset for separated cardboard collected by CITY based on the cardboard containers and collection frequencies identified in Attachment A. Although the per-cubic-yard value used to calculate the offset remains unchanged from the parties' prior contract, the total monthly offset has been updated to reflect the current cardboard containers and collection frequencies identified in Attachment A.

Recycling Education. CITY shall provide curriculum-approved recycling education in SCHOOLS elementary schools, as approved by SCHOOLS, at no additional charge.

Roll-Off Service. If SCHOOLS requests a large roll-off container for a construction project, CITY shall charge $100.00 for each pull from that container during the term of this Agreement.

8. **NOTICES.** Any notice required under this Agreement must be in writing and delivered personally, by nationally recognized overnight courier, or by United States mail, postage prepaid, to the addresses below (or to a replacement address designated by written notice): SCHOOLS: Fargo Public Schools, Attn: Director of Facilities, 700 7th Street South, Fargo, ND 58103; CITY: City of Fargo, Attn: Solid Waste Utility Director, 2301 8th Avenue North, Fargo, ND 58102. Notice is effective upon personal delivery, one business day after deposit with an overnight courier, or three business days after deposit in the United States mail.

9. **ENTIRE AGREEMENT; AMENDMENTS.** This Agreement, including Attachment A, contains the entire agreement of the parties concerning its subject matter and supersedes prior agreements and understandings concerning the services provided during its term. Any amendment must be in writing and signed by both parties.

10. **SUCCESSORS; ASSIGNMENT.** This Agreement binds and benefits the parties and their permitted successors and assigns. Neither party may assign this Agreement without the other party's prior written consent.

11. **GOVERNING LAW; VENUE.** North Dakota law governs this Agreement. Any action arising from this Agreement shall be venued in a court of competent jurisdiction in Cass County, North Dakota.

12. **COUNTERPARTS; ELECTRONIC SIGNATURES.** The parties may sign this Agreement in counterparts and by electronic signature. Each counterpart is deemed an original, and all counterparts together constitute one instrument.

(The remainder of this page is left intentionally blank)

IN WITNESS WHEREOF, the parties have executed this Agreement through their authorized representatives.

FARGO PUBLIC SCHOOLS

By: _____

Name: Jackie Gapp

Title: CFO

CITY OF FARGO

By: _____
Joshua A. Boschee, Mayor

Attest: _____
Angie Bear, Deputy City Auditor on behalf of the City Auditor

ATTACHMENT A
SERVICE LOCATIONS, CONTAINERS, AND FREQUENCIES

SS = single-stream recycling

SCHOOL/BUILDING	GARBAGE	WEEKLY PICKUPS	CARDBOARD	WEEKLY PICKUPS	OTHER
	AMOUNT		AMOUNT		
Agassiz/Woodrow Wilson	8 yd	2	4 yd	1	1 - 300 gal SS
Ben Franklin	6 yd	5	8 yd	1	4 yd plastic
Bennett	8 yd	5	6 yd	1	9 - 95 gal SS
Carl Ben Eielson	6 yd	5	8 yd	1	1 - 300 gal cans; 10 - 95 gal SS
Centennial	6 yd	5	6 yd	1	
Clara Barton	6 yd	3	4 yd	1	3 - 95 gal SS
Davies	2 - 8 yd	5	8 yd	2	3 - 300 gal SS
Discovery	8 yd	5	6 yd	2	300 gal cans
District Office - 700 7th St S	8 yd	2	4 yd	1	
Eagles	6 yd	5	6 yd	1	
Ed Clapp	6 yd	5	4 yd	1	
Hawthorne	6 yd	3	4 yd	1	2 - 95 gal SS
Horace Mann	EXCLUDED	-	-	-	Rebuilding school; add only by amendment
Jefferson	4 yd	5	-	-	
Kennedy	6 yd	5	6 yd	1	
Lewis & Clark	6 yd	5	6 yd	1	
Lincoln	6 yd	5	-	-	
Longfellow	8 yd	4	6 yd	1	4 - 95 gal SS
Madison	4 yd	5	-	-	
McKinley	4 yd	5	4 yd	1	
North High - Door 12	8 yd	5	8 yd	1	1 - 300 gal cans; 4 yd plastic
North High - Door 4	6 yd	3	-	-	
Roosevelt	4 yd	3	4 yd	1	2 - 95 gal SS

SCHOOL/BUILDING	GARBAGE	WEEKLY PICKUPS	CARDBOARD	WEEKLY PICKUPS	OTHER
	AMOUNT		AMOUNT		
South High - Door 27 (Kitchen)	2 - 6 yd	5	8 yd	3	4 yd plastic
South High - Door 10 (Staff Entry)	4 yd	5	-	-	
South High - Door 17 (Auto Shop)	4 yd	1	-	-	
Washington	8 yd	3	4 yd	1	300 gal cans
Maintenance Garage - 2503 5th Ave S	8 yd	1	-	-	
Operations Center - 3902 40th Ave S	8 yd	3	-	-	1 - 300 gal SS

Pricing basis: The listed cardboard containers and weekly pickup frequencies produce 600 cubic yards per month at $1.05 per cubic yard, a gross value of $630.00 and a 70% monthly revenue offset of $441.00.

FPS Garbage Collection Services Contract_SEO 090126

Final Audit Report 2026-09-21

Created:	2026-09-18
By:	Catherine Edgerton (edgertc@fargo.k12.nd.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAA7yorosQ8i-_sxA2tMkyoDFsOJkShU9t7

"FPS Garbage Collection Services Contract_SEO 090126" History

Document created by Catherine Edgerton (edgertc@fargo.k12.nd.us)
2026-09-18 - 4:17:43 PM GMT

Document emailed to Jackie Gapp (gappj@fargo.k12.nd.us) for signature
2026-09-18 - 4:18:21 PM GMT

Email viewed by Jackie Gapp (gappj@fargo.k12.nd.us)
2026-09-21 - 1:18:01 PM GMT

Document e-signed by Jackie Gapp (gappj@fargo.k12.nd.us)
Signature Date: 2026-09-21 - 1:18:24 PM GMT - Time Source: server - Signature Appearance Selected: IMAGE

Agreement completed.
2026-09-21 - 1:18:24 PM GMT

THE CITY OF Fargo FAR MORE
WATER RECLAMATION

REGIONAL WATER RECLAMATION FACILITY
3400 North Broadway
Fargo, ND 58102
Phone: 701.241.1454 | Fax: 701.241.8159
FargoND.gov

31

October 12th, 2026

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

RE: Emergency Repair – Sanitary Lift Station #59 manhole structure

Dear Commissioners:

Sanitary lift station #59, (37th St. N – north of the City of Fargo lagoons) has a concrete manhole structure that is showing a great deal of corrosion and crumbling to the point that the rebar is exposed. In this condition, Water Reclamation staff fear that the structure could fail/collapse at any time. As this manhole structure receives all flow from the City of Harwood, it is advised to replace the manhole as soon as possible.

Water Reclamation staff received three proposals for this emergency repair as follows:
*Master Construction Inc. $168,800 (low proposal)
* CC Steel $174,526.32
* Randall's Excavating Inc $190,000

This emergency repair will be funded with Infrastructure Sales Tax Fund 455 – Project WW2303-Emergency Repairs.

Recommended Motion
Approve the emergency repair proposal from Master Construction Inc. to repair the manhole structure for sanitary lift station #59

Respectfully Submitted,

Jim Hausauer
Water Reclamation Utility Director

EMERGENCY PURCHASE REQUEST FORM (EM)

Requested by:	James Hausauer	**Department:**	Water Reclamation Utility
Date of Request:	10-2-2026	**Phone Number:**	701 476 6692
E-mail:	jhausauer@fargond.gov		
Dept Head Signature:		**Estimated Amount of Purchase:**	$168,800

Product or Service description:

Sanitary lift station #59 (37th St N - north of the City of Fargo lagoons) has a concrete manhole that is showing a great deal of corrosion and crumbling to the point that the rebar is exposed. In this condition, staff fear that the structure could fail/collapse at any time. As this manhole recieves all flow from Harwood it is advised that we replace the manhole as soon as possible.

Water Reclamation staff received three quotes for this emergency repair as follows:
* Master Construction $168,800 (low proposal)
* CC Steel $174,526.32
* Randalls Excavating Inc. $190,000

This emergency repair will be funded with Infrastructure Sales Tax Fund 455 - Project WW2303 - Emergency Repairs.

Is a Contract required? Yes ☐ No ☐

Vendor Name:	Master Construction Inc.				
Address:	1572 45th St N				
City:	Fargo	**State:**	ND	**Zip Code:**	58104
Contact Person:	Zach	**Title:**	Estimator		
Telephone:	701 237 4950 ext 115	**Email:**	zach.masterconstruction@gmail.com		
Purchasing Manager Approval:					
Emergency Purchase Number (EM):		EM26316			

MASTER CONSTRUCTION

Proposal Submitted to: **City of Fargo**	Date **September 15, 2026**
Street **3400 Broadway N.**	Job Name **Sanitary Sewer Manhole/Removal and Replacement (MH-3)**
City, State, and Zip Code **Fargo, ND 58103**	Job Location **64th Ave N. Fargo, ND**
Contact **Atten: Wayne Offerdahl 701-730-0139**	Bid Letting Date: / Job Phone

We hereby submit quote for the following Scope of Work:

Description:	Unit:	Total:
Remove existing MH-3 And Replace with new 48" MH		
Proposal Includes: Coating, and 40LF misc. PVC piping	**Lump Sum**	**$165,300.00**
****Add $3,500.00 to proposal price if Bond is required**		
Exclusions from Proposal: Permits, SWPPP, Staking/Survey, Testing, Traffic Control, Black Dirt, Mulch/Seeding, Lanscaping.		

We propose hereby to furnish material and labor - complete in accordance with above specifications, for the sum of: **$165,300.00**

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and beyond the estimate. All agreements contingent upon strikes, accidents, or delays beyond our control. Owner to carry fire, tornado, and other necessary insurance. Our workers are fully covered by Workmen's Compensation Insurance.

Authorized Signature:

Note: This proposal may be withdrawn if not accepted within: 10 Days.

Acceptance of Proposal - The above prices, specifications, and conditions are satisfactory and are hereby accepted You are authorized to do the work and payment will be made as outlined above.

Date of Acceptance: 10-2-2026

Signature

James Hanson

Signature

CC STEEL

Proposal - CC Steel 26-9151-3

Issue Date October 1, 2026
Expires October 31, 2026

Bill Jordan
CC Steel
(218) 234-9098
bill@ccsteel.com
1841 43rd St N, Unit B, Fargo, ND 58102, USA

Wayne Offerdahl
City of Fargo - ND
(701) 730-0139
wofferdahl@fargond.gov
3400 Broadway N, Fargo, ND 58102, USA

Wastewater Department - City of Fargo
3400 Broadway N, Fargo, ND 58102, USA

Remove and re-install manhole directly to the west of LS 59 wet well. (full depth remove and replace) This proposal includes the application of high performance coating in the interior of the new precast manhole.

LS 59 MH Dig	$174,526.32
	$174,526.32

CC Steel provides notice that all labor will be self-performed and that no items will be subcontracted. CC Steel has not and does not intend to pursue MBE/WBE/DBE solicitations. Insurance Certificate and W-9 to follow upon acceptance.

Terms and Conditions:

- Payment Net 30 days upon completion of work described herein. Any subcontract to exclude "pay when/if" language
- All Past Due Amounts are subject to 1.5% Finance Charge per month
- No retainage without written exception
- Any additional work beyond the scope of this proposal will be negotiated and approved before work begins.
- Standby time due to delays beyond CC Steel's control will be billed at mutually agreed-upon rates.
- Additional mobilizations not included in this proposal will be billed at mutually agreed-upon rates.

This proposal is valid for 30 days

RANDALL'S Excavating Inc.
701-219-9126

P.O. Box 99
Glyndon, MN 56547

Office: 218.498.2475
Fax: 218.498.2445

Randall Henriksen/ Owner
Mobile: 701.219.9126

Proposal Submitted To: City of Fargo - Regional Water Reclamation Facility **Proposal #:** 26-088
Billing Address: 3400 N Broadway **Date:** 10/1/26
City: Fargo **State:** ND **Zip:** 58102 CONTACT: Wayne Offerdahl
Job Name: Sanitary Manhole Replacement PHONE: 701.730.0139
Job Location: Sanitary Lift Station #59 EMAIL: WOfferdahl@FargoND.gov

We hereby submit specifications and estimates for:

Replace existing Sanitary Manhole with new City Spec Sanitary Manhole as discussed in onsite meeting. Connections of existing piping will be made after installation of new manhole. Backfill will consist of existing material. Manhole will be coated after installation and will be done in accordance to City of Fargo Standards/Spec.
All work will be done to meet City and State Plumbing Codes and Regulations.

NOTE
Exisitng water main to the west of the manhole may need to be removed to allow for required excavation for new installation of the sanitary manhole and then put back to Cass Rural Water Specs. This cost is above the total proposal price below.

Removal and Replacement Cost_____$35,000.00

NOTE
Any utilities needed to be removed for required excavation will be considered a change order. A scope of work and pricing to remove and replace said utilities will be discussed prior to ressuming work.

**Not Repsonsible for Yard Irrigation
**No Asphalt or Concrete Removal or Replacement
**No Staking
**Compaction Tests By Others
**No Landscaping, Seed or Sod
**No Silt Fence or Erosion Control

Mark Stotesbery
Superintendent
320-333-0744

We Propose: hereby to furnish material and labor – complete in accordance with above specifications for the sum of:

$ 190,000.00 ***Payable on completion.***

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workmen's Compensation insurance.

Authorized
Signature: _____

Note: This proposal may be withdrawn by us in not accepted within 15 days.

32

REPORT OF ACTION

UTILITY COMMITTEE

Improvement District BN-27-C1 Type: Advanced Engineering & Environmental Task Order #17

Location: Lost Creek

Date of Hearing: 10-7-2026

Routing	Date
City Commission	10-12-2026
Project File	

Jim Hausauer, Water Reclamation Utility Director, presented the attached memo and Task Order #17 for final design, bidding and negotiation services for Improvement District BN-27-C1. The City of Fargo is planning for a new development along 57th Street South between 64th Avenue South and 76th Ave. S referred to as Lost Creek. A prior study completed by the City in 2019 provided preliminary sanitary sewer recommendations for the area including the recommendation of a new lift station to serve the development. This Task Order for the Improvement District provides for final design and bidding/negotiating services for the lift station. This project will include a separate wet well, valve vault structure, pumps, electrical and controls. Civil/site services for the lift station will be completed by CoF Engineering staff.

AE2S Task Order #17 will consist of final design and bidding/negotiating services to include:

- Project Management and Administration
- Scope of services for process design, structural review and electrical design.
- Engineering services for geotechnical investigation.
- Design of the wet well and valve vault structures, pumps, electrical and controls.
- Recommend lift station capacities.
- Bidding Administration Services
- The project will include a wet well structure, pump recommendations, valve vault structure, electrical and controls design for the anticipated lift station.

This Task Order will be funded by the Improvement District BN-27-C1.

On a motion from Dan Portlock, seconded by Tom Knakmuhs, the Utility Committee voted to approve Task Order #17 from Advanced Engineering and Environmental Services in the amount of $45,900 for Final Design, Bidding & Negotiation Services for Improvement District BN-27-C1.

Recommended Motion

Concur with the Utility Committee recommendation to approve Task Order #17 from Advanced Engineering and Environmental Services in the amount of $45,900 for Final Design, Bidding & Negotiation Services for Improvement District BN-27-C1.

COMMITTEE:	Present	Yes	No	Unanimous X X Proxy
Chad Peterson, City Commissioner	X	X		
Susan Thompson, Finance Director	X	X	Virtual	
Brian Ward, Water Plant Superintendent	X	X		
Mark Miller, Water Reclamation Plant Supt.	X	X		
Bruce Grubb, Temp. PT City Administrator	X	X		
Allan Lee, 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				
Tom Knakmuhs, City Engineer	X	X		
Dan Portlock, Water Utility Engineer	X	X		
VACANT, Asst. City Administrator	X	X	M Redlinger virtual proxy	

ATTEST:

Jim Hausauer
Water Reclamation Utility Director

C: Mayor Boschee
Commissioner Strand
Commissioner Gullickson
Commissioner Turnberg

THE CITY OF Fargo FAR MORE
WATER RECLAMATION

REGIONAL WATER RECLAMATION FACILITY
3400 North Broadway
Fargo, ND 58102
Phone: 701.241.1454 | Fax: 701.241.8159
FargoND.gov

Memorandum

October 7th, 2026

To: **Utility Committee**

From: **Jim Hausauer, Water Reclamation Utility Director**

RE: **AE2S Task Order #17 (Final Design, Bidding & Negotiation Services)**
Improvement District BN-27-C1 (Lost Creek Lift Station)

Background

The City of Fargo is planning for a new development along 57th Street South between 64th Avenue South and 76th Ave. S referred to as Lost Creek. A prior study completed by the City in 2019 provided preliminary sanitary sewer recommendations for the area including the recommendation of a new lift station to serve the development. This Task Order for the Improvement District provides for final design and bidding/negotiating services for the lift station. This project will include a separate wet well, valve vault structure, pumps, electrical and controls. Civil/site services for the lift station will be completed by CoF Engineering staff.

Task Order #17

AE2S Task Order #17 will consist of final design and bidding/negotiating services to include:

- Project Management and Administration
- Scope of services for process design, structural review and electrical design.
- Engineering services for geotechnical investigation.
- Design of the wet well and valve vault structures, pumps, electrical and controls.
- Recommend lift station capacities.
- Bidding Administration Services
- The project will include a wet well structure, pump recommendations, valve vault structure, electrical and controls design for the anticipated lift station.

This Task Order will be funded by the Improvement District BN-27-C1

Recommended Motion

Approve Task Order #17 from Advanced Engineering and Environmental Services in the amount of $45,900 for Final Design, Bidding & Negotiation Services for Improvement District BN-27-C1

www.ae2s.com

October 14, 2026

Mr. Jim Hausauer
Water Reclamation Utility Director
3400 North Broadway
Fargo, ND 58102

RE: Lost Creek Sanitary Lift Station
Final Design and Bidding Phase Services
Task Order No. 17

Dear Jim:

Thank you for the opportunity to submit this letter proposal for professional engineering services for the Lost Creek Sanitary Lift Station Project. This letter and the attached Task Order No. 17 provide the proposed scope of services for Final Design and Bidding Phase Services. The proposed fee for these services, expenses, and reimbursables is **$45,900**.

The City of Fargo is planning for the construction of a new development along 57th Street South between 64th Avenue South and 76th Avenue South, referred to as Lost Creek. A prior study completed in August of 2019 provided preliminary sanitary sewer infrastructure recommendations for the area including the recommendation of a new lift station to serve the development area. This Task Order provides for the Final Design Phase and Bidding or Negotiating Services for the sanitary lift station. The project is anticipated to include separate wet well and valve vault structures, pumps, and electrical, and controls for the new lift station. Civil/site design services for the lift station shall be completed by Owner and reviewed by Engineer.

If you agree with the proposed scope of services and associated professional fees presented in the attached Task Order No. 17, please sign both copies in the spaces provided, retain one fully-executed copy for your records, and return the other fully-executed copy to AE2S. We are excited to assist the City of Fargo in completing this important project.

Submitted in Service,

Ryan Grubb, PE
Client Services Manager

Task Order No. 17

In accordance with Paragraph 1.01 of the Agreement Between Owner and Engineer for Professional Services – Task Order Edition, dated January 1, 2021, and as amended November 24, 2025 ("Agreement"), Owner and Engineer agree as follows:

1. **Background Data**

a.	Effective Date of Task Order:	October 14, 2026
b.	Owner:	City of Fargo Enterprise Utilities (Water Reclamation Utility)
c.	Engineer:	Advanced Engineering and Environmental Services, LLC (AE2S)
d.	Specific Project (title):	Lost Creek Sanitary Lift Station (Design and Bidding)
e.	Specific Project (description):	The City of Fargo is planning for the construction of a new development along 57th Street South between 64th Avenue South and 76th Avenue South, referred to as Lost Creek. A prior study completed in August of 2019 provided preliminary sanitary sewer infrastructure recommendations for the area including the recommendation of a new lift station to serve the development area. This Task Order provides for the Final Design Phase and Bidding or Negotiating Services for the sanitary lift station. The project is anticipated to include separate wet well and valve vault structures, pumps, and electrical, and controls for the new lift station. Civil/site design services for the lift station shall be completed by Owner and reviewed by Engineer.

2. **Services of Engineer**

A. The specific services to be provided or furnished by Engineer under this Task Order are detailed in Attachment 1 and include the services (and related terms and conditions) set forth in the following sections of Exhibit A, as attached to the Agreement referred to above, such sections being hereby incorporated by reference.

- Final Design Phase (Exhibit A, Paragraph A1.03)
- Bidding or Negotiating Services (Exhibit A, Paragraph A1.04)

B. All of the services included above comprise Basic Services for purposes of Engineer's compensation under this Task Order.

3. **Additional Services**

A. Additional Services that may be authorized or necessary under this Task Order are:

- Those services (and related terms and conditions) set forth in Paragraph A2.01 of Exhibit A, as attached to the Agreement referred to above, such paragraph being herby incorporated by reference.

4. **Owner's Responsibilities**

Owner shall have those responsibilities set forth in Article 2 of the Agreement and in Exhibit B, subject to the following: None

5. **Task Order Schedule**

In addition to any schedule provisions provided in Exhibit A or elsewhere, the parties shall meet the following approximate schedule:

- Task Order Approval – October 14, 2026
- Final Design Phase – October – November 2026
- Bidding Phase – As directed by City of Fargo Engineering

6. **Payments to Engineer**

A. Owner shall pay Engineer for services rendered under this Task Order as follows:

Description of Service	Amount	Basis of Compensation
1. Basic Services (Part 1 of Exhibit A)		
Final Design Phase (A1.03)	$ 39,300	Hourly
Bidding or Negotiating Phase (A1.04)	$ 6,600	Hourly
TOTAL COMPENSATION	**$ 45,900**	
2. Additional Services (Part 2 of Exhibit A)	(N/A)	

Compensation items and totals based in whole or in part on Hourly Rates are estimates only. Lump sum amounts and estimated totals included in the breakdown by phases incorporate Engineer's labor, overhead, profit, reimbursable expenses (if any), and Consultants' charges, if any. Engineer may alter the distribution of compensation between individual phases (line items) to be consistent with services actually rendered. Engineer shall not exceed the total lump sum compensation amount unless approved in writing by the Owner.

B. The terms of payment are set forth in Article 4 of the Agreement and in the applicable governing provisions of Exhibit C.

7. **Consultants retained as of the Effective Date of the Task Order:** None

8. **Other Modifications to Agreement and Exhibits:** None

9. **Attachments:** None

10. **Other Documents Incorporated by Reference:**

    - Attachment 1 - Scope of Services for Task Order

11. **Terms and Conditions**

    Execution of this Task Order by Owner and Engineer shall make it subject to the terms and conditions of the Agreement (as modified above), which Agreement is incorporated by this reference. Engineer is authorized to begin performance upon its receipt of a copy of this Task Order signed by Owner.

The Effective Date of this Task Order is October 14, 2026.

OWNER: City of Fargo	**ENGINEER:** Advanced Engineering and Environmental Services, LLC
By:	**By:**
Print name: Jim Hausauer, REHS	**Print name:** Ryan Grubb
Title: Water Reclamation Utility Director	**Title:** Operations Manager
Date Signed:	**Date Signed:**

DESIGNATED REPRESENTATIVE FOR TASK ORDER:	**DESIGNATED REPRESENTATIVE FOR ORDER:**
Name: Jim Hausauer, REHS	**Name:** Alan Tellefson, PE
Title: Water Reclamation Utility Director	**Title:** Project Engineer
Address: 3400 N. Broadway Fargo, ND 58102	**Address:** 4170 28th Avenue South Fargo, ND 58104
E-Mail Address: JHausauer@FaargoND.gov	**E-Mail Address:** Alan.Tellefson@AE2S.com
Phone: (701) 241-8565	**Phone:** (701) 371-1084

Attachment 1 to Water Reclamation Consulting Task Order No. 17

Fargo Lost Creek Sanitary Lift Station ***October 14, 2026***

Scope of Services

Phase 040 – Final Design Phase Service

In accordance with Paragraphs A1.03 and A1.08 of Exhibit A of the Original Task Order Agreement, dated January 1, 2021, and as amended November 24, 2025, ENGINEER shall perform the following additional Final Design Phase Services under Water Reclamation Utility Task Order No. 17.

Task 01 – Project Management and Administration

Engineer shall perform general Project administration activities including progress monitoring, scheduling, general correspondence, office administration, and invoicing. These activities include maintaining contact and liaison with the Owner and Project staff; providing Owner with monthly Project financial status updates; ensuring that the needs of the Owner are met in a timely manner, and monitoring Project budgets and schedules.

Task 02 – Process Design

The proposed lift station is anticipated to be a duplex-style lift station with separate wet pit and valve vault below grade structures. Engineer shall produce plans and specifications for proposed lift station consisting of the following key items:

- Plan and profile drawings of wet pit, valve vault, pumps process piping, and fittings.
- Process details for process pipe, fittings, and equipment associated with the proposed lift station.
- Process specifications for all process materials, equipment, and construction considerations formatted in accordance with the Owner's Special Instructions to Bidders (SIBs).

Design review plan sets shall be provided to the Owner for review and comment via Bluebeam Review Sessions at the following milestones:

- Intermediate Design Submittal
- Pre-Final Design Submittal

Engineer shall conduct design review meetings with Owner at each design milestone to receive and incorporate comments into the Project bidding documents.

Engineer shall develop an opinion of construction cost (OPCC) for the proposed lift station and submit to the Owner as part of the Intermediate Design Submittal. The OPCC shall be updated and resubmitted to the Owner during the Pre-Final Design Submittal.

Task 03 – Structural Review

The proposed lift station is anticipated to consist of a precast concrete wet pit structure with a separate precast concrete valve vault. Engineer shall complete a structural review that is anticipated to include the following key items:

- Structural design considerations to mitigate buoyancy concerns (if any) from ground water at the anticipated lift station site;

- Review of geotechnical report and recommendations related to the lift station foundation design;
- Review of drawings for the valve vault and lift station structures; and
- Review of specifications for precast concrete structures and associated appurtenances.

Design of cast-in-place concrete structures is not included within this Scope of Services. In the event that the lift station size, location, geotechnical report, or other reason dictates the need for cast-in-place structures in lieu of precast concrete, the Engineer shall present an amendment to the Owner for additional structural design services.

Task 04 – Electrical Design

Engineer shall produce electrical design plans and specifications for proposed lift station consisting of the following key items:

- Plan and profile drawings of electrical connections and equipment for the wet pit and valve vault.
- Plan details for site electrical service, lift station control panel, and variable frequency drives (VFDs). Lift station control panel shall be designed to accommodate a portable backup generator. No permanent onsite emergency generator will be provided.
- Plan details for electrical connections and equipment for the wet well and valve vault.
- Plan schedules for electrical materials.
- Project specifications formatted in accordance with the Owner's Special Instructions to Bidders (SIBs) for all electrical materials and equipment.

Design review plan sets shall be provided to the Owner for review and comment via Bluebeam Review Sessions at the following milestones:

- Intermediate Design Submittal
- Pre-Final Design Submittal

Engineer shall conduct design review meetings with Owner at each design milestone to receive and incorporate comments into the Project bidding documents.

Engineer shall develop an opinion of construction cost (OPCC) for the proposed lift station and submit to the Owner as part of the Intermediate Design Submittal. The OPCC shall be updated and resubmitted to the Owner during the Pre-Final Design Submittal.

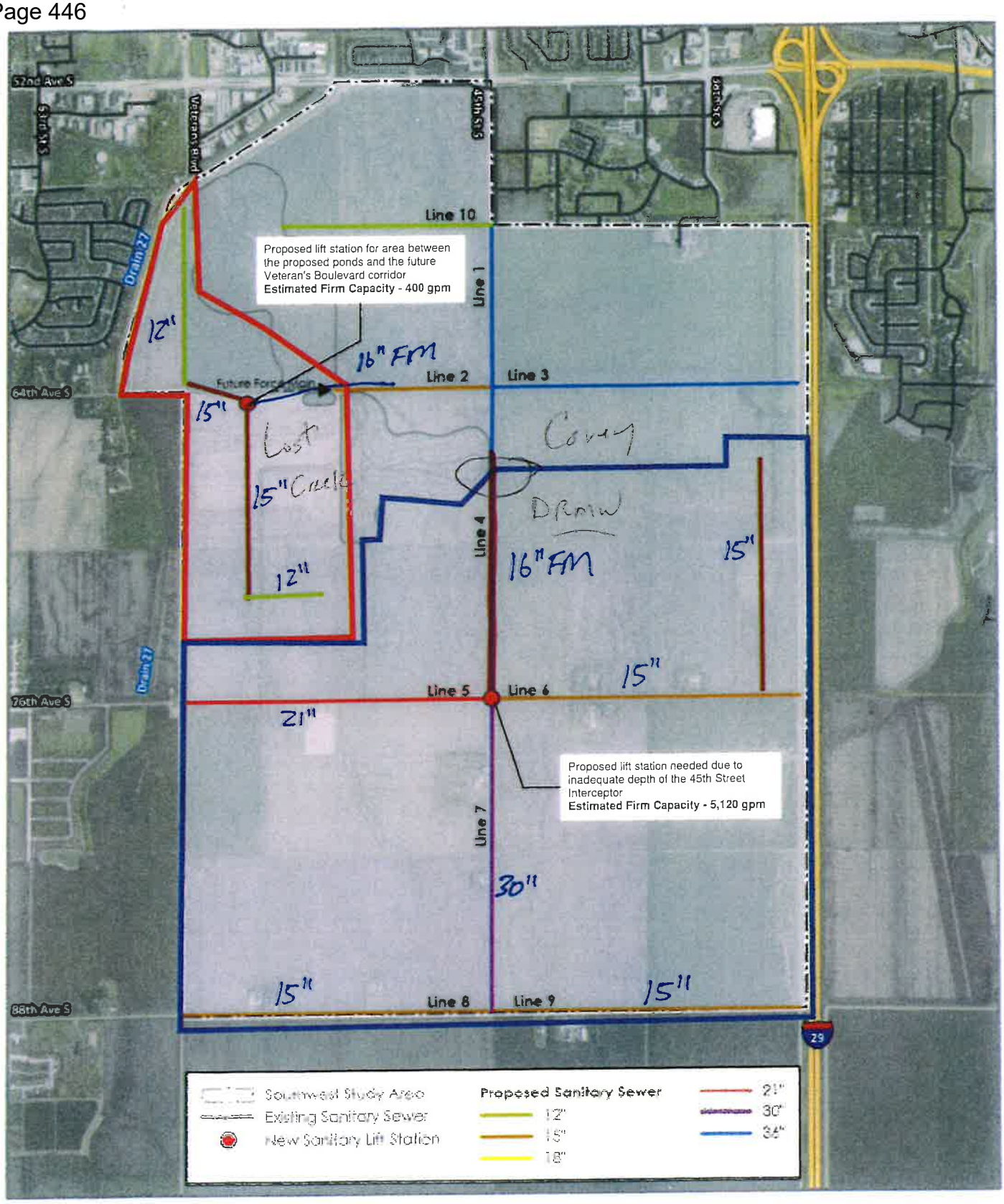
Phase 050 – Bidding or Negotiating Services

In accordance with Paragraphs A1.04 and A1.08 of Exhibit A of the Original Task Order Agreement, dated January 1, 2021, and as amended November 24, 2025, ENGINEER shall perform the following additional Bidding or Negotiating Services under Water Reclamation Utility Task Order No. 17.

Task 01 –Bidding Administration

Owner shall lead the Bidding Phase services, including the development and distribution of construction contracts. Bidding administration services shall be provided by the Engineer to assist the Owner in soliciting bids for construction, responding to plan holder questions, preparing and certifying addenda for distribution, administering the bid opening for the Lost Creek Lift Station project, reviewing bids, and recommendation to award contract.

www.ae2s.com | Advanced Engineering and Environmental Services, Inc.



N

Locator Map Not to Scale

0 500 1,000 Feet

WASTEWATER SYSTEM INFRASTRUCTURE SIZING AND RECOMMENDATIONS

Option 1

THE CITY OF Fargo FAR MORE

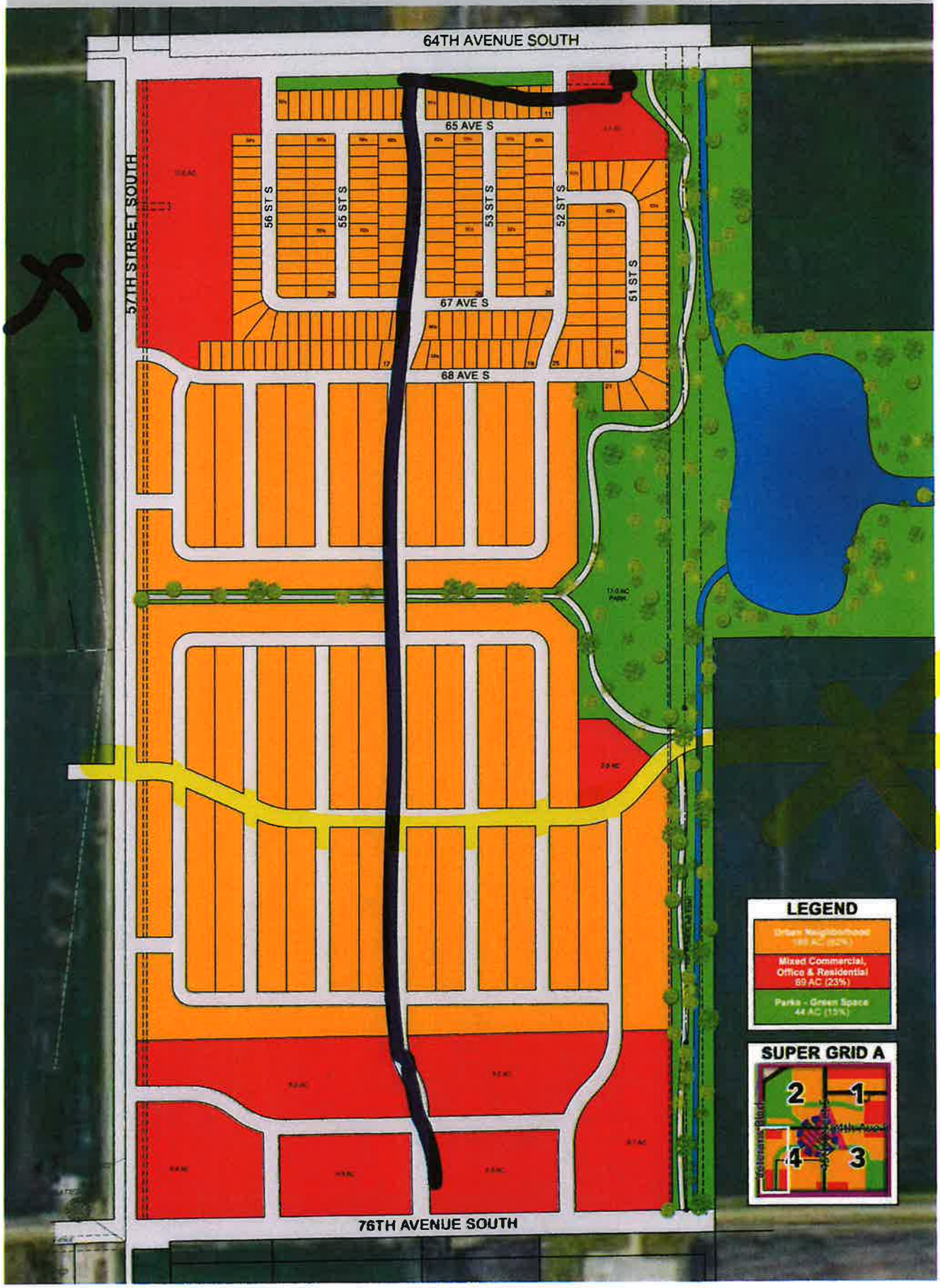
Date: 12/28/2020

AE2S

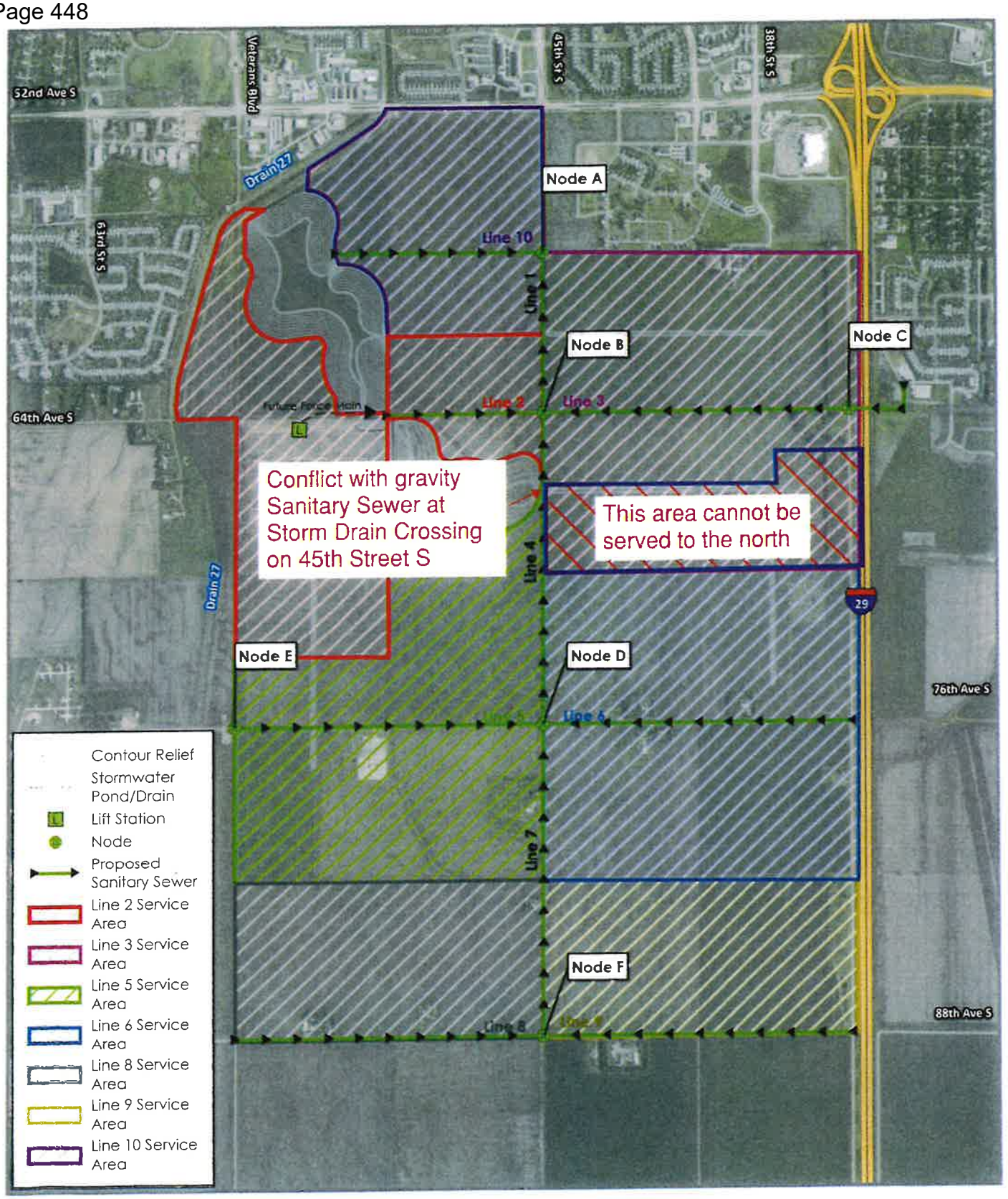
Lost Creek Master Plan

An EagleRidge Community

EAGLERIDGE DEVELOPMENT



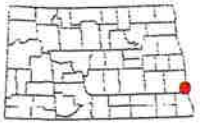
www.ae2s.com | Advanced Engineering and Environmental Services, Inc.



Information depicted on this map is derived from data maintained by AE2S. Any reliance upon such data is at the user's own risk. AE2S does not warrant this map or its features are either spatially or temporally accurate

Coordinate System: NAD 1983 StatePlane North Dakota South FIPS 3302 Feet | Edited by: dlissick | C:\Data\Projects\WAFS\C\Fargo\General\General Fargo.aprx

N



Locator Map Not to Scale

0 500 1,000 Feet

THE CITY OF Fargo FAR MORE

Date: 12/28/2020

AE2S

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REPORT OF ACTION

UTILITY COMMITTEE

Project No. WA2507 Type: Change Order #2

Location: Core Neighborhoods – Lead Service Line Replacement Project

Date of Hearing: 10/07/2026

Routing	Date
City Commission	10/12/2026
Project File	

Dan Portlock, Assistant Water Utility Director, presented Change Order No. 2 for Project WA2507, Lead Service Line Replacement Project 2026-04. The change order is a final balancing change order in the amount of $33,399.52. During construction, several bid item quantities were adjusted to reflect the actual quantities of work completed and installed in the field. These adjustments were necessary due to differences between the estimated quantities included in the original contract and the actual quantities required to complete the project.

MOTION:

On a motion by Thomas Knakmuhs, seconded by James Hausauer, the Utility Committee voted to approve the change order No. 2 for project number WA2507 in the amount of $33,399.52.

COMMITTEE:	Present	Yes	No	Unanimous
				X
Chad Peterson, City Commissioner	X			
Michael Redlinger, City Administrator	X			
Susan Thompson, Finance Director	X			
Brian Ward, Water Plant Supt.	X			
Mark Miller, Wastewater Plant Supt.	X			
Bruce Grubb, Temp. Asst. City Administrator	X			
Alan Lee, City Forester				
James Hausauer, Water Recl. Utility Director	X			
Troy Hall, Water Utility Director	X			
Ben Dow, Public Works Operations Director				
Tom Knakmuhs, City Engineer	X			
Dan Portlock, Assistant Water Utility Director	X			
Scott Olson, Solid Waste Utility Director	X			

ATTEST:

Dan Portlock, PE
Assistant Water Utility Director

C: Josh Boschee, Mayor
Commissioner Strand
Commissioner Gullickson
Commissioner Turnberg

THE CITY OF Fargo FAR MORE

Water Treatment Plant
435 14th Avenue South
Fargo, ND 58103
Office: 701.241.1469 | Fax: 701.241.8110
www.FargoND.gov

MEMORANDUM
October 2nd, 2026

To: Utility Committee

From: Dan Portlock, PE Assistant Water Utility Director

Re: WA2507 Change Order #2, final balancing change order for LSLR project 2026-04

Please find proposed Change Order No. 2 in the amount of $33,399.52 which covers quantity adjustments associated with the work completed during this project.

During construction, several bid item quantities were adjusted to reflect the actual quantities of work installed in the field. These adjustments include, but are not limited to, private water service, concrete, asphalt, and several other project line items. The changes are the result of differences between the estimated quantities included in the original contract and the quantities required and installed to complete the work.

Plan of Financing

The costs for this change order are eligible for 66.5% grant from the DWSRF Loan program. The LSLR project is in the budget and part of the Capital Improvement Plan (CIP) for the water utility.

SUGGESTED MOTION:

Approve Change Order #2 with Johnson and Schock Excavating LLC in the amount of $33,399.52.

Your consideration in this matter is greatly appreciated.

CHANGE ORDER NO. 2

HOUSTON ENGINEERING

Project Name: Water Service Replacement Project 2026-04

Contract dated: 04/27/2026

Owner: City of Fargo

To: Johnson & Schock Excavating, LLC
4080 98th Avenue South
Fargo, ND 58104

HEI Project No. 6059-0211

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

Description of Change:

Final balancing change order to balance out the remaining quantities for work installed/performed.

Item No.	Description		Unit	Bid Qty.	Bid Qty Plus CO Qty	Qty Change	Unit Price	Adjustment
1	SPECIAL	Site Mobilization	EA	38	36	-2	$ 300.00	$ (600.00)
2	SPECIAL	Public Water Service, Bored or Pulled, 1" Dia Water Service	LF	71	50	-21	$ 125.00	$ (2,625.00)
3	SPECIAL	Private Water Service, Bored or Pulled, 1" Dia Water Service	LF	1174	1636.5	462.5	$ 115.00	$ 53,187.50
4	1400-PN5X-D0010	Public Water Service, F&I Pipe 1" Dia Water Service	LF	18	17	-1	$ 90.00	$ (90.00)
5	1400-PN5X-D0010	Private Water Service, F&I Pipe 1" Dia Water Service	LF	118	0	-118	$ 90.00	$ (10,620.00)
6	1400-RW20-D0010	Rem & Repl CS & Box 1" Dia	EA	3	8	5	$ 1,100.00	$ 5,500.00
7	1400-SH20-00000	Connect Water Service	EA	3	3	0	$ 2,500.00	$ -
8	1400-SY20-00000	Eliminate Water Service	EA	5	3	-2	$ 1,400.00	$ (2,800.00)
9	SPECIAL	Connect Water Service to Meter	EA	34	32	-2	$ 2,100.00	$ (4,200.00)
10	SPECIAL	Site Restoration	SY	380	447.3	67.3	$ 50.00	$ 3,365.00
11	4100-0010-XT001	Traffic Control	LS	1	1	0	$ 2,000.00	$ -
12	2100-RW50-00000	Rem & Repl Curb & Gutter	LF	108	51.2	-56.8	$ 100.00	$ (5,680.00)
13	2100-VW7C-K0070	Rem & Repl Pavement 7" Thick Reinf Conc	SY	112	0	-112	$ 126.00	$ (14,112.00)
14	2300-AW7C-K0040	Rem & Repl Sidewalk 4" Thick Reinf Conc	SY	210	33.2	-176.8	$ 100.00	$ (17,680.00)
15	2300-DW7C-K0060	Rem & Repl Driveway 6" Thick Reinf Conc	SY	225	75.6	-149.4	$ 112.00	$ (16,732.80)
16	SPECIAL	Sanitary Sewer Service Televising	EA	76	64	-12	$ 250.00	$ (3,000.00)
17	SPECIAL	Water Meter Relocation	LF	175	16	-159	$ 20.00	$ (3,180.00)
18	SPECIAL	Primary Electrical Grounding Systems Installation	EA	9	10	1	$ 900.00	$ 900.00
19	SPECIAL	Reconnection of Water Service Electrical Jumper Cable	EA	25	22	-3	$ 500.00	$ (1,500.00)
20	SPECIAL	Sewer Service Repair	EA	9	7	-2	$ 500.00	$ (1,000.00)
21 (New)	SPECIAL	Curb Box	EA		5	5	$ 332.50	$ 1,662.50
22 (New)	SPECIAL	Curb Box Casting	EA		6	6	$ 349.75	$ 2,098.50
23 (New)	SPECIAL	10" Concrete	SY		7.9	7.9	$ 250.00	$ 1,975.00
24 (New)	SPECIAL	Class 3	CY		42	42	$ 36.21	$ 1,520.82
25 (New)	SPECIAL	Asphalt Patching	SY		62.2	62.2	$ 300.00	$ 18,660.00
26 (New)	SPECIAL	Extra Crew Hours	HR		31.5	31.5	$ 900.00	$ 28,350.00
							Net Increase this Change Order:	$ 33,399.52

Quantities shown are not necessarily pay quantities and are subject to change.

Original Contract Amount: $ 396,437.00

Prior Change Orders: $ 80,000.00
This Change Order: $ 33,399.52

Total Contract Amount after this Change Order: $ 509,836.52

Approved: _____ Date: _____
(Owner)

Approved: _____ Date: _____
(Engineer)

Approved: _____ Date: _____
(Contractor)

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REPORT OF ACTION

UTILITY COMMITTEE

Project No. WA2504 Type: Final Balancing Change Order

Location: Lead Water Service Line Replacement in Fargo

Date of Hearing: 10/7/2026

Routing	Date
City Commission	10/12/2026
Project File	

Troy Hall, Water Utility Director, presented the attached proposed Change Order No. 1 with Johnson and Schock Excavating, LLC (J&S) in the amount of $74,622.75 under Project WA2504. This is a Final Balancing Change Order that will allow project closeout. The cost for this change order with J&S is eligible for 66.5% grant under the overall LSLR project in Fargo. Project WA2504 resulted in the replacement of 56 Lead Service Lines.

MOTION:

On a motion by Scott Olson, seconded by Mark Miller, the Utility Committee voted to approve Change Order No. 1 for Project WA2504 with Johnson and Schock Excavating, LLC in amount of $74,622.75.

COMMITTEE:	Present	Yes	No	Unanimous
				X
				Proxy
Chad Peterson, City Commissioner		X		
Susan Thompson, Finance Director		X		
Mike Redlinger, City Administrator		X		
Brian Ward, Water Plant Supt.		X		
Mark Miller, Wastewater Plant Supt.		X		
Allan Lee, City Forester				
Bruce Grubb, Temp. Asst. City Administrator		X		
James Hausauer, Water Recl. Utility Director		X		
Troy Hall, Water Utility Director		X		
Ben Dow, Public Works Operations Director				
Tom Knakmuhs, City Engineer		X		
Dan Portlock, Water Utility Engineer		X		
Scott Olson, Solid Waste Utility Director		X		

ATTEST:

Troy B. Hall
Water Utility Director

C: Josh Boschee, Mayor
Commissioner Strand
Commissioner Gullickson
Commissioner Turnberg

THE CITY OF Fargo FAR MORE

Water Treatment Plant
435 14th Avenue South
Fargo, ND 58103
Office: 701.241.1469 | Fax: 701.241.8110
www.FargoND.gov

MEMORANDUM
October 2nd, 2026

To: Utility Committee

From: Dan Portlock, PE Assistant Water Utility Director

Re: WA2504 Change Order #1, final balancing change order for LSLR project 2026-01

Please find proposed Change Order No. 1 in the amount of $74,622.75 which covers quantity adjustments associated with the work completed during this project.

During construction, several bid item quantities were adjusted to reflect the actual quantities of work installed in the field. These adjustments include, but are not limited to, site restoration, private water service, concrete, and several other project line items.

During the bidding phase, it was anticipated that the contractor would utilize the pulling method for the installation of service lines. However, the contractor has utilized boring methods for essentially all of the service line installations. As a result, the actual quantities differ significantly from the original bid estimates, particularly for the site restoration and boring/pulling bid items. The proposed adjustments account for these differences and reconcile the contract quantities with the actual construction methods and quantities used in the field.

Plan of Financing

The costs for this change order are eligible for 66.5% grant from the DWSRF Loan program. The LSLR project is in the budget and part of the Capital Improvement Plan (CIP) for the water utility.

SUGGESTED MOTION:

Approve Change Order #2 with Johnson and Schock Excavating LLC in the amount of $74,622.75.

Your consideration in this matter is greatly appreciated.

CHANGE ORDER NO. 1

HOUSTON engineering, Inc.

Project Name: Water Service Replacement Project 2026-01

Contract dated: 04/27/2026

Owner: City of Fargo

To: Johnson & Schock Excavating, LLC
4080 98th Avenue South
Fargo, ND 58104

HEI Project No. 6059-0211

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

Description of Change:

Final balancing change order to balance out the remaining quantities for work installed/performed.

Item No.	Description		Unit	Bid Qty.	Bid Qty Plus CO Qty	Qty Change	Unit Price	Adjustment
1	SPECIAL	Site Mobilization	EA	58	56	-2	$ 600.00	$ (1,200.00)
2	SPECIAL	Public Water Service, Bored or Pulled, 1" Dia Water Service	LF	287	160	-127	$ 120.00	$ (15,240.00)
3	SPECIAL	Private Water Service, Bored or Pulled, 1" Dia Water Service	LF	2073	2601.5	528.5	$ 116.81	$ 61,734.09
4	1400-PN5X-D0010	Public Water Service, F&I Pipe 1" Dia Water Service	LF	29	173	144	$ 120.00	$ 17,280.00
5	1400-PN5X-D0010	Private Water Service, F&I Pipe 1" Dia Water Service	LF	208		-208	$ 120.00	$ (24,960.00)
6	1400-RW20-D0010	Rem & Repl CS & Box 1" Dia	EA	6	18	12	$ 700.00	$ 8,400.00
7	1400-SH20-00000	Connect Water Service	EA	8	10	2	$ 2,750.00	$ 5,500.00
8	1400-SY20-00000	Eliminate Water Service	EA	1	9	8	$ 2,700.00	$ 21,600.00
9	SPECIAL	Connect Water Service to Meter	EA	55	52	-3	$ 1,800.00	$ (5,400.00)
10	SPECIAL	Site Restoration	SY	570	1349.5	779.5	$ 80.00	$ 62,360.00
11	4100-0010-XT001	Traffic Control	LS	1	1	0	$ 2,000.00	$ -
12	2100-RW50-00000	Rem & Repl Curb & Gutter	LF	96	69.6	-26.4	$ 85.00	$ (2,244.00)
13	2100-VW7C-K0070	Rem & Repl Pavement 7" Thick Reinf Conc	SY	144	153	9	$ 110.00	$ 990.00
14	2300-AW7C-K0040	Rem & Repl Sidewalk 4" Thick Reinf Conc	SY	330	17.1	-312.9	$ 97.00	$ (30,351.30)
15	2300-DW7C-K0060	Rem & Repl Driveway 6" Thick Reinf Conc	SY	200	10.2	-189.8	$ 100.00	$ (18,980.00)
16	SPECIAL	Sanitary Sewer Service Televising	EA	114	108	-6	$ 250.00	$ (1,500.00)
17	SPECIAL	Water Meter Relocation	LF	275	9	-266	$ 50.00	$ (13,300.00)
18	SPECIAL	Primary Electrical Grounding Systems Installation	EA	13	11	-2	$ 900.00	$ (1,800.00)
19	SPECIAL	Reconnection of Water Service Electrical Jumper Cable	EA	42	40	-2	$ 500.00	$ (1,000.00)
20	SPECIAL	Sewer Service Repair	EA	14	2	-12	$ 500.00	$ (6,000.00)
21 (New)	SPECIAL	Insulation	EA		3	3	$ 1,500.00	$ 4,500.00
22 (New)	SPECIAL	Curb Box	EA		13	13	$ 332.50	$ 4,322.50
23 (New)	SPECIAL	Crew Hours	HR		6	6	$ 900.00	$ 5,400.00
24 (New)	SPECIAL	Bore	EA		1	1	$ 750.00	$ 750.00
25 (New)	SPECIAL	Class 3	CY		26	26	$ 36.21	$ 941.46
26 (New)	SPECIAL	Asphalt Patching	SY		9.4	9.4	$ 300.00	$ 2,820.00
							Net Increase this Change Order:	$ 74,622.75

Quantities shown are not necessarily pay quantities and are subject to change.

Original Contract Amount: $ 673,287.13

Prior Change Orders: $ -

This Change Order: $ 74,622.75

Total Contract Amount after this Change Order: $ 747,909.88

Approved: _____ Date: _____
(Owner)

Approved: _____ Date: 9/10/2026
(Engineer)

Approved: _____ Date: 9/09/2026
(Contractor)