

FARGO CITY COMMISSION AGENDA  
Monday, October 13, 2025 - 5:00 p.m.

Executive Session at 4:00 p.m.

Roll Call.

**PLEASE NOTE:** The Board of City Commissioners will convene in the City Commission Chambers at 4:00 p.m. and retire into Executive Session in the Red River Room for the purposes of discussing negotiating strategy or providing negotiating instructions to its attorney or other negotiator regarding the previously authorized discussions with identified property owners pertaining to relocation of the Resource and Recovery Center. Discussing these matters in an open meeting will have a negative fiscal effect on the bargaining position of the City. Thus, an Executive Session for this matter is authorized pursuant to North Dakota Century Code § 44-04-19.1 subsection 9.

Regular Meeting at 5:00 p.m.

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

- A. Pledge of Allegiance.
- B. Roll Call.
- C. Approve Order of Agenda.
- D. Minutes (Regular Meeting, September 29, 2025).

**CONSENT AGENDA – APPROVE THE FOLLOWING:**

- 1. Application for Abatement or Refund of Taxes #4594 for property located at 1405 10th Street North requesting a reduction in value for 2025 from \$183,700.00 to \$95,000.00; staff is recommending a reduction in value to \$106,000.00 for 2025.
- 2. Waive requirement to receive and file an Ordinance one week prior to 1st reading and 1st reading of an Ordinance Amending Section 21.1-0102 of Article 21.1-01, of Chapter 21.1, of the Fargo Municipal Code Relating to the International Residential Code.
- 3. 1st reading of an Ordinance Amending Sections 8-0801, 8-0802, 8-0803, 8-0804, 8-0805, 8-0806, 8-0807, and 8-0808, of Article 8-08, of Chapter 8, of the Fargo Municipal Code Relating to Crashes and an Ordinance Repealing Section 8-0809, of Article 8-08, of Chapter 8, of the Fargo Municipal Code, Relating to False Reports and an Ordinance Amending Section 1-0305, of Article 1-03, of Chapter 1, Relating to Classification of Ordinance Violations.
- 4. 1st reading of an Ordinance Amending Section 8-1009 of Article 8-10 of Chapter 8 of the Fargo Municipal Code Relating to the Traffic Code.



5. 1st reading of an Ordinance Amending Section 25-1507 (A) of Article 25-15 of Chapter 25 of the Fargo Municipal Code Relating to Alcoholic Beverages.
6. 2nd reading, waive reading and final adoption of an Ordinance Annexing a Certain Parcel of Land Lying in a Portion of the West Half of the Northwest Quarter of Section 14, Township 140 North, Range 49 West of the 5th Principal Meridian in Cass County, North Dakota; 1st reading, 9/29/25.
7. 2nd reading, waive reading and final adoption of an Ordinance Rezoning Certain Parcels of Land Lying in 46th Avenue Industrial Park Second Addition to the City of Fargo, Cass County, North Dakota; 1st reading, 9/29/25.
8. Consulting Agreement with Bloomberg Consulting LLC.
9. Extension of the Class "FA-RZ" Alcoholic Beverage License for Dakota Food Group LLC d/b/a Teddy's until 3/31/26.
10. Gaming Site Authorizations.
11. Applications for Games of Chance.
12. Amendment No. 2 with Apex Engineering in the amount of \$77,350.00 for Project No. NR-24-A0.
13. Final Balancing Change Order No. 2 for a time extension to the Substantial and Final Completion Dates of 10/31/24 and 7/31/25 for Project No. NR-23-A3.
14. Memorandum of Understanding Regarding Construction and Maintenance and Deed of Easement with the US Department of Veteran's Affairs (VA) for Project No. SN-25-B0.
15. Permanent Easement (Alley) with Chad Borgen Properties LLC (Project No. AN-19-A1).
16. Change Order No. 5 in the amount of \$8,272.67 for Improvement District No. BN-23-F1.
17. Change Order No. 1 in the amount of \$161,454.33 and 4-day time extension to the Phase 1 Interim Completion Date to 10/3/2025 for Improvement District No. BN-25-E1.
18. Change Order No. 1 in the amount of \$26,590.85 for Improvement District No. FP-19-A4.
19. Change Order No. 4 for a time extension to the Substantial and Final Completion Dates of 10/2/25 and 3/16/26 for Improvement District No. BN-24-B1.
20. Payment to Cass County Electric Cooperative in the amount of \$28,150.00 for the extension of electrical service to the storm sewer and sanitary lift stations (Improvement District No. BN-24-B1).
21. Declare protests sufficient to terminate Improvement District No. BN-26-A.
22. Create Improvement District No. BR-26-E and adopt Resolution of Necessity (Paving and Utility Rehab/Reconstruction).
23. Receive and file Limited Franchise Agreement with Cass County Electric, adding the area annexed by the City of Fargo on 8/18/25.
24. Items from the FAHR Meeting:



- a. Receive and File Sales Tax Update - through July 2025.
  - b. Budget Adjustment Request and acceptance of the Peace Officer Appreciation Award, as authorized by HB 1193, in the amount of \$260,321.72.
  - c. Budget Adjustment Request and authorize the use of \$13,876.80 of asset forfeiture funds to purchase five display screens and accessories for the Real Time Crime Center.
  - d. Budget Adjustment Request and acceptance of the STOP Violence Against Women funds for the purchase and implementation of the Lethality Assessment Program (LAP).
  - e. Bid award to Peregrine Technologies, Inc. in the amount of \$141,500.00/year and Peregrine Customer Order Form and Scope of Services (RFP25257).
  - f. FY2025 EMPG/FY2024 EMPH Round 2 application to NDDDES in the amount of \$108,182.00, with the local cost share of \$54,091.00 (CFDA #97.042).
  - g. Memorandum of Understanding with the Park District of the City of Fargo, the Downtown Community Partnership and Block 9 Plaza Owner, LLC.
  - h. Settlement Offer of \$18,819.95 from GEICO Insurance for 2020 Ford Fusion.
25. Notice of Grant Award amendment with the ND Department of Health and Human Services for PHEP – EPR All Hazards allocation (CFDA #93.069).
  26. Notice of Grant Award amendment with the ND Department of Health and Human Services for PHEP – EPR Statewide Response Team (CFDA #93.069).
  27. Resolution approving Plat of Valley View Twelfth Addition.
  28. Resolution approving Plat of Bison Run Addition.
  29. Piggyback purchase through Sourcewell Cooperative Purchasing Agreement with Swanston Equipment in the amount of \$172,904.00 for one Volvo DD120 Asphalt Roller/Compactor (PBC25290).
  30. Engineering Task Order No. 2025-4 with HDR Engineering, Inc. for landfill gas pipeline realignment design in an amount not to exceed \$58,920.00.
  31. Engineering Task Order Amendment No. 3 from Stantec in the amount of \$54,108.05 for Project No. SW 23-01.
  32. Agreement with Concordia College (U-Pass).
  33. Bid award to Metropolitan Mechanical Contractors in the amount of \$103,975.00 to complete the RO CIP Hot Water Project at the Water Treatment Plant (RFP25250).
  34. Revised Resolution Authorizing the Issuance and Sale of \$20,000,000.00 City of Fargo Sales Tax and Sewer Revenue Bond; Resolution Authorizing the Issuance and Sale of \$20,000,000.00 City of Fargo Sales Tax and Water Revenue Bond and ND State Revolving Fund Program Loan Agreements with the ND Public Finance Authority.
  35. Direct the City Attorney's Office to work with the Water Utility to review and update the Ordinance for Abandoned Lead Service Lines.
  36. Bid Awards for Project No. WA2501:
    - a. General Construction contract to Classic Protective Coatings in the amount of \$1,317,375.00.
    - b. Electrical Construction contract to Magnum Electric in the amount of \$89,830.00.



37. Change Order No. 2 in the amount of \$18,527.07 for Project No. WW2005.
38. Amendment No. 2 with AE2S Engineering in the amount of \$12,800.00 for Project No. WW1707.
39. Final Balancing Change Order No. 3 in the amount of -\$146,860.37 and time extensions to the substantial and final completion dates to 6/24/25 and 9/15/25 for Project No. WW1707.
40. Bills.

## **REGULAR AGENDA:**

### **PUBLIC HEARINGS - 5:05 pm:**

41. **PUBLIC HEARING – CONTINUE to 10/27/25** – EOLA Second Addition and on the proposed J & O 45th Street Apartments Addition (4417 and 4477 26th Avenue South, and 4410, 4448, 4470 and 4474 24th Avenue South, and 4415 and 4471 24th Avenue South); approval recommended by the Planning Commission on 5/6/25:
  - a. PUD, Planned Unit Development Master Land Use Plan Amendment.
  - b. Zoning Change from GC, General Commercial with a PUD, Planned Unit Development Overlay to GC, General Commercial with an amended PUD, Planned Unit Development Overlay.
  - c. Zoning Change from GC, General Commercial with a PUD, Planned Unit Development Overlay to GC, General Commercial with a C-O, Conditional Overlay and removal from the PUD, Planned Unit Development Master Land Use Plan.
  - d. 1st reading of rezoning Ordinance (EOLA Second Addition and on the proposed J & O 45th Street Apartments Addition).
  - e. 1st reading of rezoning Ordinance (EOLA Addition).
  - f. Plat of J & O 45th Street Apartments Addition.
42. Report from the Fargo Moorhead Economic Development Corporation on Job Creation Incentive Projects.
43. Recommendation from the Convention Center Committee to move four developers forward to the second phase of the Convention Center site selection process.
44. Recommendation to approve the Interim Financing Agreement, Series F for Fargo's local cost-share of the Red River Valley Water Supply Project biennial work plan.
45. Construction Update.
46. Liaison Commissioner Assignment Updates.
47. **PUBLIC COMMENTS (2.5 minutes will be offered for comment with a maximum of 30 minutes total for all public comments. Individuals who would like to address the Commission, whether virtually or in person, must sign-up at [FargoND.gov/VirtualCommission](https://www.fargoND.gov/VirtualCommission)).**

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

Minutes are available on the City of Fargo website at [www.fargoND.gov/CityCommission](https://www.fargoND.gov/CityCommission).





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

**September 26, 2025**

Board of City Commissioners  
City Hall  
Fargo, ND 58102

Dear Commissioners:

Attached is the Application for Abatement or Refund of Taxes #4594. The application is for a residence located at 1405 10 St N. The application requests the following:

#4594 – for 2025, a reduction from \$183,700 to \$95,000

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 1405 10 St N in the following manner:**

**#4594 – reduce the 2025 certified value to \$106,000.**

Sincerely,

*Michael Splonskowski*

Michael Splonskowski  
Fargo City Assessor



## Appeal of Property Tax Assessment

### City of Fargo Staff Report

#### General Appeal Information

Tax Year: 2025  
Filed Via: Abatement #4594  
Parcel Number: 01-2220-02120-000  
Address: 1405 10 St N  
Owner Name: Ethan McAllister  
Appellant: Ethan McAllister  
Requested Value: \$95,000

#### Subject Property



Property Type:	Single Family Dwelling
Story Height:	One Story
Year Built:	1946
Size (SF):	756 sf

Transaction History:	Sold July 2025, \$ 98,800 (\$ 131/sf)
True and Full Value:	\$ 183,700 (\$ 243/sf)

#### Appeal Summary

This property was sold at public auction to a government entity and then sold to the current owner. The subject property was reviewed as part of the 2026 reappraisal efforts, and this is the basis for the appeal of the previous year's valuation. Our appraiser found the house to be in fair condition, with multiple points of extensive deferred maintenance and repairs needed, including a hole in the roof and foundation cracks. It is very likely that these issues were present at the time of the 2025 assessment.



### City of Fargo Staff Analysis

The property has been viewed by city staff. We are confident in the accuracy of our records. The subject is an average quality one-story dwelling which was previously classified in average condition but has since been downgraded to fair condition. We have limited sales of similar properties but enough to conduct a sales approach. We also conducted a fresh cost approach with updated information. The cost approach indicates a new value estimate of \$124,400.

#### Assessment Fairness

To test for assessment fairness, we compare the true and full value to that of similar properties. We identified ten properties in fair condition, with most features being similar other than garage stall count. The comparably assessed properties range from \$143/SF to \$178/SF, with a median of \$158/SF. The subject appears to have been over-assessed relative to its peers.

Address	Story Height	Year Built	Beds	Baths	Garage Stalls	Size (SF)	Tax Year	Assessment	Price / SF
1629 4 ST N	1 Sty	1949	2	1	2	780	2025	\$123,300.00	\$158.08
1710 3 ST N	1 Sty	1949	2	1	1	707	2025	\$118,700.00	\$167.89
1406 BROADWAY N	1 Sty	1950	3	2	2	1094	2025	\$155,900.00	\$142.50
809 12 AVE N	1 Sty	1941	3	1	2	888	2025	\$139,800.00	\$157.43
1321 9 ST N	1 Sty	1951	4	2	1	990	2025	\$153,600.00	\$155.15
1437 10 ST N	1 Sty	1949	3	2	2	939	2025	\$167,300.00	\$178.17
1108 14 AVE N	1 Sty	1948	3	1	1	666	2025	\$112,300.00	\$168.62
1426 12 ST N	1 Sty	1950	4	2	1	864	2025	\$136,300.00	\$157.75
<b>Subject</b>	<b>1 Sty</b>	<b>1946</b>	<b>2</b>	<b>1</b>	<b>0</b>	<b>756</b>	<b>Original</b>	<b>\$ 183,700</b>	<b>\$ 243</b>

#### Valuation Accuracy

We tested the accuracy of the true and full value by studying comparable sale prices. Sales of properties in fair condition are limited, so adjustments for differences are taken into account. The following sales are considered the most comparable to the subject. The comparable sales range from \$137/SF to \$200/SF, with the median sales price at \$140/SF. The subject was valued higher than the median sale price.

Address	Story Height	Year Built	Beds	Baths	Garage Stalls	Size (SF)	Sale Date	Sale Price (w/ SPUN)	Price / SF
1315 3 AVE N	1 Sty	1935	2	1	None	924	01/31/2024	128,300	\$139
1838 5 AVE S	1 Sty	1933	2	1 1/2	Three	1280	05/06/2024	175,400	\$137
722 29 ST N	1 Sty	1957	3	1 3/4 - 2	None	864	06/28/2024	121,000	\$140
305 24 AVE N	1 Sty	1955	3	1	One	963	07/12/2024	192,200	\$200
1532 11 ST S	1 Sty	1952	3	1	One	1180	12/13/2024	197,600	\$167
<b>Subject</b>	<b>1 Sty</b>	<b>1946</b>	<b>2</b>	<b>1</b>	<b>None</b>	<b>756</b>	<b>2025 Valuation</b>	<b>\$ 183,700</b>	<b>\$ 243</b>
							<b>Recommended</b>	<b>\$106,000</b>	<b>\$ 140</b>

#### Conclusion

We agree that the subject's 2025 value was overstated. However, we think that the sales data support a value higher than the requested value. The property was originally sold at the sheriff's sale and then was sold from a government entity to the current owner. State law identifies both scenarios as non-arms-length transactions. While the cost approach indicates a higher value, the recommended value is supported by the sales approach. Comparably assessed properties range from \$143/SF to \$178/SF, with a median of \$158/SF. When adjusted for the absence of a garage, we feel this number supports the proposed new value and makes it equitable with similar properties.

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



**Recommended Action:**

Retain the value of \$106,000 for the 2025 tax year



# Application For Abatement Or Refund Of Taxes

North Dakota Century Code § 57-23-04

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

State of North Dakota

Assessment District

County of CLAY

Property I.D. No.

Name Ethan McAllister

Telephone No.

Address 1405 10th St N, Fargo ND 58102

Legal description of the property involved in this application:

Single Dwelling Home

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

Land	\$ <u>41,500</u>
Improvements	\$ <u>142,000</u>
Total	\$ <u>183,700</u>

(1)

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

Land	\$ <u>41,500</u>
Improvements	\$ <u>93,500</u>
Total	\$ <u>95,000</u>

(2)

The difference of \$ 88,700 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) Bad Roof, Interior Mold, driveway and garage deteriorated to property

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: \$ <u>95,000</u>	Date of purchase: <u>July, 17, 2025</u>
Terms: Cash <u>100%</u>	Contract: _____ Trade: _____ Other (explain): _____
Was there personal property involved in the purchase price? <u>no</u>	Estimated value: \$ _____
2. Has the property been offered for sale on the open market? <u>yes</u>	If yes, how long? <u>unknown</u>
Asking price: \$ <u>104,000</u>	Terms of sale: _____
3. The property was independently appraised: <u>no</u>	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

Property taxes are lowered as value and condition of home is lower than taxes pay

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

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

Signature of Preparer (if other than applicant)

Date

Signature of Applicant

Date



### Recommendation of the Governing Body of the City or Township

Recommendation of the governing board of \_\_\_\_\_

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

\_\_\_\_\_

\_\_\_\_\_

Dated this \_\_\_\_\_ day of \_\_\_\_\_,

\_\_\_\_\_  
City Auditor or Township Clerk

### Action by the Board of County Commissioners

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

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

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

\_\_\_\_\_

\_\_\_\_\_

Dated \_\_\_\_\_

\_\_\_\_\_  
County Auditor

\_\_\_\_\_  
Chairperson

### Certification of County Auditor

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

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

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

Year	Reduction in Taxable Valuation	Reduction in Taxes

\_\_\_\_\_  
County Auditor

\_\_\_\_\_  
Date

Application For Abatement  
Or Refund Of Taxes

Name of Applicant

Ethan McAllister

County Auditor's File No.

4594

Date Application Was Filed  
With The County Auditor

08/14/2025

Date County Auditor Mailed  
Application to Township  
Clerk or City Auditor

08/14/2025

(must be mailed first business day of filing date)



**CITY ATTORNEY**  
Nancy J. Morris

**OFFICE OF THE  
CITY ATTORNEY**

**SERKLAND LAW FIRM**

10 Roberts Street North

P.O. Box 6017

Fargo, ND 58108

Phone: 701.232.8957 | Fax: 701.237.4049

**ASSISTANT CITY ATTORNEYS**

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

②

October 7, 2025

Board of City Commissioners  
City Hall  
225 4<sup>th</sup> Street North  
Fargo, ND 58102

**RE: Ordinance Amendments to the International Residential Code – FMC Chapter 21.1**

Dear Commissioners,

This amendment is being brought forward at the request of the inspections department and has been reviewed by Shawn Ouradnik.

At the April 28, 2025 meeting, the Board of Appeals adopted the 2024 edition of various standardized codes (subject to amendments) and directed the City Attorney's Office to prepare the necessary ordinances. At the May 1, 2025 meeting, the Board of Appeals recommended forwarding the final revised building codes to the City Commission. The City Attorney's Office submitted the amendments to the City Commission soon thereafter. The first reading of the ordinances was June 9, 2025, with the second reading and final passage being held on June 23, 2025. Publication occurred on July 2, 2025.

Recently, it was discovered by the fire and inspections department that some approved amendments were erroneously omitted from the ordinance amendments. This proposed amendment will remedy the errors.

**Suggested Motion:** I move to waive receipt and filing of the enclosed ordinances one week prior to first reading and that this be the first reading, by title, of an ordinance amending section 21.1-0102, of article 21.1-01, of chapter 21.1, of the Fargo Municipal Code, relating to the International Residential Code.

Sincerely,



William B. Wischer



OFFICE OF THE CITY ATTORNEY  
FARGO, NORTH DAKOTA

ORDINANCE NO. \_\_\_\_\_

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

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

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

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

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

NOW, THEREFORE,

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

Section 1. amendment.

Section 21.1-0102 of Article 21.1-01, of Chapter 21.1, of the Fargo Municipal Code, is  
amended as follows:

\*\*\*

Section R302.5.1 is hereby amended to read as follows:

R302.5.1 Opening protection. Openings from a private garage directly into a room used for  
sleeping purposes shall not be permitted. Other openings between the garage and dwelling  
unit shall be equipped with solid wood doors not less than 1¾ inches (35 mm) in thickness,



OFFICE OF THE CITY ATTORNEY  
FARGO, NORTH DAKOTA

ORDINANCE NO. \_\_\_\_\_

1 solid or honeycomb-core steel doors not less than 1 $\frac{3}{8}$  inches (35 mm) thick, or 20-minute  
2 fire rated doors.

3 Section R306 Is hereby deleted in its entirety

4 Section R307.2 Construction. Storm shelters shall be constructed in accordance with this  
5 code and ICC 500.

6 Section R309.1 Townhouse automatic sprinkler systems. Is hereby amended to read as  
7 follows:

8 R309.1 Townhouse automatic sprinkler systems. An automatic residential sprinkler  
9 system shall be installed in townhouses which are located on a private street or private fire  
10 department access road that is required to be greater than 150 feet in length as required by  
11 Section 503 of the International Fire Code.

12 Section R309.2 One – and two-family dwelling automatic sprinkler systems. Is hereby  
13 deleted in its entirety.

14 Section R318.3.2 is hereby amended to read as follows:

15 R318.3.2 Floor elevations at other exterior doors. Exterior doors other than the required  
16 egress door shall be provided with landings or floors not more than 8 inches below the top  
17 of the threshold.

18 **Exception:** An exterior landing or floor is not required at the exterior doorway where a  
19 stairway with a total rise of less than 30 inches (762 mm) is located on the exterior side of  
20 the door, provided that the door does not swing over the stairway.

21 \*\*\*  
22  
23



OFFICE OF THE CITY ATTORNEY  
FARGO, NORTH DAKOTA

ORDINANCE NO. \_\_\_\_\_

Section 2. amendment.

Table R301.2, of Section 21.1-0102, of Article 21.1-01, of Chapter 21.1, of the Fargo Municipal Code, is amended so that ground snow load is changed from 50 to 64, and wind design speed is changed from 115 to 111, as follows:

Table 301.2(1)

Climatic and Geographic Design Criteria

Ground Snow Load	Wind Design				Seismic Design Category	Subject to Damage from			Winter Design Temp	Ice Underlayment Required	Barriers	Flood Hazard	Air Freezing Index	Mean Annual Temp
	Speed (mph)	Topographic Effects	Special Wind Region	Windborne Debris Zone		Weathering	Frost Line Depth	Termite						
	64	111	No	No		No	Zone A	Severe						
Manual Design Criteria														
Elevation	Latitude	Winter Heating	Summer Cooling	Altitude Correction Factor	Indoor Temperature	Design Cooling	Temperature	Heating Temperature Difference						
359	46	-17°	88°	None	70°	73°		87°						
Cooling Temperature Difference	Wind Velocity Heating	Wind Velocity Cooling	Coincident Wet Bulb	Daily Range	Winter Humidity	Summer Humidity								
13°	15 mph	7.5 mph	70	1.1	50%	50%								

Section 3. Penalty.

A person who violates Article 21.1-01 of the Fargo Municipal Code shall be deemed to have committed an infraction and shall be punished as provided in Section 1-0305 of the Fargo Municipal Code, as may be amended from time to time.

Section 4. Effective Date.

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

\_\_\_\_\_  
Dr. Timothy J. Mahoney, Mayor

Attest:

\_\_\_\_\_  
Steven Sprague, City Auditor

First Reading:  
Second Reading and Final Passage:  
Publication:



OFFICE OF THE CITY ATTORNEY  
FARGO, NORTH DAKOTA

ORDINANCE NO. \_\_\_\_\_

3

1 AN ORDINANCE AMENDING SECTIONS 8-0801, 8-0802, 8-0803, 8-0804, 8-0805,  
2 8-0806, 8-0807, AND 8-0808, OF ARTICLE 8-08, OF CHAPTER 8,  
3 OF THE FARGO MUNICIPAL CODE, RELATING TO ~~ACCIDENTS~~ CRASHES

4 AND

5 AN ORDINANCE REPEALING SECTION 8-0809, OF ARTICLE 8-08, OF CHAPTER  
6 8, OF THE FARGO MUNICIPAL CODE, RELATING TO FALSE REPORTS

7 AND

8 AN ORDINANCE AMENDING SECTION 1-0305, OF ARTICLE 1-03, OF CHAPTER  
9 1, RELATING TO CLASSIFICATION OF ORDINANCE VIOLATIONS.

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

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

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

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

19 NOW, THEREFORE,

20 Be it Ordained by the Board of City Commissioners of the City of Fargo:  
21  
22  
23



OFFICE OF THE CITY ATTORNEY  
FARGO, NORTH DAKOTA

ORDINANCE NO. \_\_\_\_\_

1 Section 1. Amendment.

2 Sections 8-0801, 8-0802, 8-0803, 8-0804, 8-0805, 8-0806, 8-0807, and 8-0808, of Article  
3 8-08, of Chapter 8, of the Fargo Municipal Code, are amended as follows:

4 ARTICLE 8-08 – ACCIDENTS CRASHES

5 8-0801. - Immediate notice of ~~accident~~ crash.

6 The driver of a vehicle involved in an ~~accident~~ crash in the city resulting in injury to or death  
7 of any person or in property damage to the extent set forth in North Dakota ~~state law~~ Century  
8 Code section 39-08-09 shall immediately give notice of such ~~accident~~ crash to the Fargo  
9 police department.

10 The driver of a vehicle involved in an crash with an undomesticated animal resulting in  
11 property damage only to the driver's vehicle is exempt from the notice requirements of this  
12 section, regardless of the amount of damage to the driver's vehicle.

13 8-0802. - Written report of ~~accident~~ crash to city.

14 The driver of a vehicle ~~which is involved in any manner in an accident~~ crash resulting in  
15 bodily injury to or death of any person or ~~total~~ property damage to an apparent extent of the  
16 amount as established by North Dakota ~~state law~~ Century Code section 39-08-09 shall forward  
17 a written report of such ~~accident~~ crash to the police department of this city ~~on forms provided~~  
18 ~~by the city~~. The provisions of this section shall not be applicable if the ~~accident~~ crash was  
19 investigated at the scene by a police officer while such driver was present.

20 8-0803. - ~~Accident~~ Crashes involving damage to vehicles.

21 The driver of any vehicle involved in an ~~accident~~ crash resulting only in damage to a vehicle  
22 which is driven or attended by any person shall immediately stop ~~his the~~ vehicle at the scene  
23 of such ~~accident~~ crash or as close ~~thereto~~ as possible and ~~in every event~~ shall remain at or  
return to ~~and remain at~~ the scene of such ~~accident~~ crash until ~~he has the driver has~~ fulfilled all  
of the requirements of §§ ~~8-0801 and~~ 8-0804. Every ~~such~~ stop shall be made without  
obstructing traffic more than is necessary.

8-0804. - Duty to give information and render aid.

The driver of any vehicle involved in an ~~accident~~ crash resulting in injury to or the death of  
any person or damage to any vehicle which is driven or attended by any person shall give the  
driver's name, and address, and the name of the motor vehicle insurance policy carrier of the



OFFICE OF THE CITY ATTORNEY  
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ORDINANCE NO. \_\_\_\_\_

1 driver and owner, as well as the and registration number, of the vehicle. Upon request, and if  
2 available, the driver of any vehicle involved in the ~~accident~~ crash shall exhibit the driver's,  
3 operator's, or chauffeur's license to the person struck or to the driver or occupant of, or person  
4 attending, any other vehicle involved in the ~~accident~~ crash and. The driver shall render to any  
5 person injured in the ~~accident~~ crash, reasonable assistance, including the carrying, or the  
6 making of arrangements for the carrying, of the person to a physician, surgeon, or hospital for  
7 medical or surgical treatment if it is apparent that treatment is necessary or if such carrying is  
8 requested by the injured person.

8-0805. - Duty upon striking fixtures or other property.

7 The driver of any vehicle involved in an ~~accident~~ crash resulting only in damage to fixtures,  
8 unattended vehicles, or other property shall take reasonable steps to locate the owner or person  
9 in charge of such property and notify ~~him~~ the owner of such fact and of ~~his~~ the driver's name,  
10 address, and ~~of the~~ registration number of the vehicle. ~~he is driving and shall,~~ Upon request,  
11 and if available, the driver shall exhibit ~~his~~ the operator's or chauffeur's license and shall give  
12 immediate notice as required by § 8-0801 ~~and make reports of such accident as required by §~~  
13 ~~8-0802.~~

8-0806. - Officer to report to traffic director.

12 Every law enforcement officer who, ~~in the regular course of duty,~~ investigates a motor vehicle  
13 ~~accident~~ crash, which is required to be reported as provided in North Dakota Century Code  
14 section 39-08-09, either at the time and at the scene of the accident or thereafter by  
15 interviewing the participants or witnesses shall forward promptly a written report, prescribed  
16 by the traffic director, in duplicate to the traffic division. Said officer upon completion of  
17 investigation shall issue and affix to each of the cars involved a "damaged-car release sticker".

8-0807. - Driver unable to report—Report by occupant or owner.

- 17 A. An ~~accident~~ crash report is not required under this chapter from any person who  
18 is physically incapable of making the report during the period of such incapacity.
- 19 B. Wherever the driver of a vehicle is physically incapable of giving an immediate  
20 report of any ~~accident~~ crash as required herein, and there was another occupant in  
21 the vehicle at the time of the ~~accident~~ crash capable of doing so, such occupant  
22 shall make or cause to be given the report normally required of the driver.
- 23 C. Whenever the driver of a vehicle is physically incapable of making a written report  
of an ~~accident~~ crash as required herein and such driver is not the owner of the  
vehicle, then the owner of the vehicle, within five days after learning of the  
~~accident~~ crash, shall make the report normally required of the driver.



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ORDINANCE NO. \_\_\_\_\_

8-0808. - Garages to report and investigation stickers.

~~The person in charge of any garage or repair shop located in the city to which it is brought any motor vehicle which shows evidence of having been involved in an accident or struck by any bullet, if said vehicle does not have a damaged car release sticker attached thereto or if said vehicle has bullet holes therein, shall immediately, and before any repairs are made, make a report to the police department. Said report shall include the license plate number, and name, and address of owner or operator of such vehicle. If said vehicle does have a damaged car release sticker attached thereto no report to the police department is necessary. Stickers on such vehicles are not to be removed until repairs are completed, but must be removed before the vehicle is released to the owner or operator.~~

The person in charge of any garage or repair shop to which is brought any motor vehicle which shows evidence of having been involved in a reportable crash as provided in North Dakota Century Code section 39-08-09 or of being struck by any bullet, shall report or cause a report to be made to the Fargo Police within twenty-four hours after such motor vehicle is received, and before any repairs are made. The report shall contain the registration number, name and address of the owner, operator, or person in control of such vehicle, description and location of the type of damage to the vehicle, and any missing parts. The report is not required if the vehicle has a sticker on a window issued by a police officer, sheriff, or highway patrol trooper, bearing information to show that the crash in which the vehicle was involved has been investigated. The police officer investigating any reportable crash shall attach a sticker to the window of any damaged vehicle showing that the crash in which such vehicle was involved has been investigated. If the vehicle does bear such a sticker, the garage or repair shop may begin repairs immediately. After repairs have been made and before the vehicle is released, the sticker provided must be removed.

\*\*\*

Section 2. Repeal.

Section 8-0809, of Article 8-08, of Chapter 8, of the Fargo Municipal Code, is repealed.

Section 3. Amendment.

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



OFFICE OF THE CITY ATTORNEY  
FARGO, NORTH DAKOTA

ORDINANCE NO. \_\_\_\_\_

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

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

\*\*\*



## ORDINANCE NO. \_\_\_\_\_

A person who violates Fargo Municipal Code sections 8-0801, shall be deemed to have committed a noncriminal offense and shall be punished as provided in Section 1-0305(c) of the Fargo Municipal Code, as may be amended from time to time.

A person who violates Fargo Municipal Code sections 8-0802 or 8-0808, shall be deemed to have committed an infraction and shall be punished as provided in Section 1-0301 of the Fargo Municipal Code, as may be amended from time to time.

A person who violates Fargo Municipal Code sections 8-0803, 8-0804, or 8-0805 shall be deemed to have committed a Class B Misdemeanor and shall be punished as provided in Section 1-0301 of the Fargo Municipal Code, as may be amended from time to time.

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

Dr. Timothy J. Mahoney, M.D., Mayor

Attest:

Steven Sprague, City Auditor

First Reading:  
Second Reading and Final Passage:  
Publication:



OFFICE OF THE CITY ATTORNEY  
FARGO, NORTH DAKOTA

ORDINANCE NO. \_\_\_\_\_

(4)

AN ORDINANCE AMENDING SECTION 8-1009 OF ARTICLE 8-10  
OF CHAPTER 8 OF THE FARGO MUNICIPAL CODE  
RELATING TO THE TRAFFIC CODE

WHEREAS, the electorate of the city of Fargo has adopted a home rule charter in accordance with Chapter 40-05.1 of the North Dakota 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 purposes; 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 8-1009 of Article 8-10 of Chapter 8 of the Fargo Municipal Code is hereby amended to read as follows:

8-1009. Night Parking Restrictions.--

A. Within the central business district, as defined in § 8-0101, it shall be unlawful for any person to park any vehicle or trailer on any north-south street between the hours of 2:00 a.m. and 7:00 a.m. on Tuesdays, Thursdays, and Saturdays, or on any east-west avenue between the hours of 2:00 a.m. and 7:00 a.m. on Mondays, Wednesdays, Fridays, and Sundays. Any vehicle or trailer parked in violation of this section is hereby declared to be a public nuisance, and may be impounded by the police department.

~~B. From November 1 of each year until April 15 of the following year, within the area of the city outside of the central business district from 19th Avenue North to~~



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13th Avenue South, inclusive, and from the Red River to 25th Street North and South, inclusive, excluding the area between the Red River and 5<sup>th</sup> Street South, inclusive, from 6<sup>th</sup> Avenue South to 12<sup>th</sup> Avenue South, inclusive, and in any other area which is designated by appropriate signs, it shall be unlawful for any person to park any vehicle or trailer on any north-south street between the hours of 1:00 a.m. and 7:00 a.m. on Tuesdays, Thursdays, and Saturdays, or on any east-west avenue between the hours of 1:00 a.m. and 7:00 a.m. on Mondays, Wednesdays, Fridays, and Sundays. Any vehicle or trailer parked in violation of this section is hereby declared to be a public nuisance, and may be impounded by the police department.

Section 2. Penalty.

A person who violates this ordinance shall be deemed to have committed a non-criminal offense and shall pay a fee of as provided in Section 1-0305 (13)(a) of the Fargo Municipal Code, as the same 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.

\_\_\_\_\_  
Dr. Timothy J. Mahoney, Mayor

Attest:

\_\_\_\_\_  
Steven Sprague, City Auditor

First Reading:  
Second Reading:  
Final Passage:  
Publication:



OFFICE OF THE CITY ATTORNEY  
FARGO, NORTH DAKOTA

5

ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE AMENDING  
SECTION 25-1507 (A) OF ARTICLE 25-15  
OF CHAPTER 25 OF THE FARGO MUNICIPAL CODE  
RELATING TO ALCOHOLIC BEVERAGES

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 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 purposes; 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 25-1507 (A) of Article 25-15 of Chapter 25 of the Fargo Municipal Code is hereby amended as follows:



OFFICE OF THE CITY ATTORNEY  
FARGO, NORTH DAKOTA

ORDINANCE NO. \_\_\_\_\_

**25-1507. License—Fees.**

- A. Initial issuance fee—For a license granted which is not a renewal or a transfer of an existing license, the following fees shall be payable as hereinafter provided:

Class AB—\$150,000

Class ABH—\$30,000

Class ABH-RZ—\$15,000

Class ABH-limited—\$1,800.00

Class A—\$115,000

Class B—\$ 90,000

Class C—\$7,500

Class D—\$1,500.00

Class DD—\$3,000

Class E—\$25 ~~plus \$10 for each day requested. Additional \$25 fee if application is received less than 7 days before the event, and only after a showing of good cause. In no event will a A permit shall not be issued less than 48 hours before the scheduled event~~ without a showing of good cause.

Class F—\$3,000

Class FA—\$100,000

Class FA-RZ—\$50,000

Class FA-GOLF—\$60,000

Class FA-ENTERTAINMENT—\$100,000

Class G—\$1,000

Class H—\$800

Class I—\$10,000



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Class I-ENTERTAINMENT—\$10,000

Class J—No fee

Class L—No fee

Class M—\$1,500

Class N—\$3,000

Class O—\$400

Class P—\$1,400

Class W—\$7,500

Class Y—\$3,000

Class Z—\$105,000

Class B-Limited—\$80,000

Class RZ-V—\$5,000

Class DCP-E—\$25 plus \$10 for each day requested.

Class VWB—\$7,500

No fee shall be charged for the initial issuance of a license hereunder to a lodge or club, nor shall any fee be charged for the initial issuance of a license to any liquor establishment licensed by any other political subdivision over which the city of Fargo has subsequently acquired jurisdiction by annexation, provided, however, that such liquor establishment must have been in existence for at least fifteen (15) years prior to such annexation by the city of Fargo. The initial issuance fee charged shall be the difference between the city fee and the fee originally charged by the issuing subdivision.

A non-refundable payment in the sum of 10% of the initial issuance fee shall be paid at the time issuance of the license is approved by the board of city commissioners pursuant to § 25-1508 of this article. The remainder of the initial issuance fee shall be payable upon issuance of the license, but not more than 30 days after date of approval by the board of city commissioners; provided, that the time for payment of the



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1 remaining balance of the initial issuance fee may, with the approval of the board of city  
2 commissioners, be deferred and paid by periodic payments within 180 days after the  
3 date of approval. In the event that the applicant fails to pay the remainder of the initial  
4 issuance fee within 30 days, or such other time as may have been approved by the  
board of city commissioners, the approval shall be deemed to have expired and the  
10% payment by the applicant shall be forfeited.

5 \*\*\*

6 Section 2. Effective Date.

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

8  
9  
10 \_\_\_\_\_  
Timothy J. Mahoney, M.D., Mayor

11 Attest:

12  
13 \_\_\_\_\_  
Steven Sprague, City Auditor

14  
15 First Reading:  
16 Second Reading:  
17 Final Passage:  
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19  
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23



OFFICE OF THE CITY ATTORNEY  
FARGO, NORTH DAKOTA

6

ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE ANNEXING A CERTAIN PARCEL OF LAND  
LYING IN A PORTION OF THE WEST HALF OF THE  
NORTHWEST QUARTER OF SECTION 14, TOWNSHIP 140 NORTH,  
RANGE 49 WEST OF THE 5<sup>TH</sup> PRINCIPAL  
MERIDIAN IN CASS COUNTY, NORTH DAKOTA

WHEREAS, A Petition for Annexation has been submitted by the owners of not less than three-fourths in assessed value of the property described in said Petition for Annexation to the City of Fargo, Cass County, North Dakota, in accordance with Section 40-51.2-03 N.D.C.C.; and,

WHEREAS, Public notice of the submission of such Petition has been given by publication in The Forum as required by Section 40-51.2-05 N.D.C.C.; and,

WHEREAS, Said Section 40-51.2-03 N.D.C.C. requires that such annexation be accomplished by ordinance,

NOW, THEREFORE,

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

Section 1. The following described property located as part of the West half of the Northwest Quarter of Section 14, Township 140 North, Range 49 West of the Fifth Principal Meridian, Cass County, North Dakota more particularly described as follows:

Beginning at the Northwest corner of the Northwest Quarter of Section 14; thence N88°01'55"E along the North line of said Northwest Quarter, the existing City of Fargo annexation limits, a distance of 1060.52 feet to the existing City of Fargo annexation limits; thence S02°37'21"E along the existing City of Fargo annexation limits a distance of 2060.96 feet to the existing City of Fargo annexation limits; thence S88°04'14"W along the existing City of Fargo annexation limits a distance of 1049.95 feet to the West line of said Northwest Quarter, the existing City of Fargo annexation limits; thence N02°54'59"W along said West line, the existing City of Fargo annexation limits a distance of 2060.40 feet to the point of beginning.

Said part of the West Half of the Northwest Quarter of Section 14 contains 49.91 acres, more or less.



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FARGO, NORTH DAKOTA

ORDINANCE NO. \_\_\_\_\_

Section 2. Effective Date.

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

\_\_\_\_\_  
Timothy J. Mahoney, M.D., Mayor

(SEAL)

ATTEST:

First Reading:  
Second Reading:  
Final Passage:

\_\_\_\_\_  
Steven Sprague, City Auditor



OFFICE OF THE CITY ATTORNEY  
FARGO, NORTH DAKOTA

①

ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE REZONING CERTAIN PARCELS  
OF LAND LYING IN 46<sup>TH</sup> AVENUE INDUSTRIAL PARK SECOND ADDITION  
TO THE CITY OF FARGO, CASS COUNTY, NORTH DAKOTA

WHEREAS, the Fargo Planning Commission and the Board of City Commissioners of the City of Fargo have held hearings pursuant to published notice to consider the rezoning of certain parcels of land lying in the proposed 46<sup>th</sup> Avenue Industrial Park Second Addition to the City of Fargo, Cass County, North Dakota; and,

WHEREAS, the Fargo Planning Commission recommended approval of the rezoning request on June 3, 2025; and,

WHEREAS, the rezoning changes were approved by the City Commission on September 29, 2025,

NOW, THEREFORE,

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

Section 1. The following described property:

Lot One (1), Block One (1); Lot One (1), Block Two (2); and Lot Two (2), Block Two (2) of 46<sup>th</sup> Avenue Industrial Park Second Addition to the City of Fargo, Cass County, North Dakota;

is hereby rezoned from “AG”, Agricultural, District to “LI”, Limited Industrial, District.

Section 2. The following described property:

Lot Two (2), Block One (1) and Lot One (1), Block Three (3) will remain zoned “AG”, Agricultural, District until development is proposed.

Section 3. 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.



OFFICE OF THE CITY ATTORNEY  
FARGO, NORTH DAKOTA

ORDINANCE NO. \_\_\_\_\_

Section 4. This ordinance shall be in full force and effect from and after its passage and approval.

\_\_\_\_\_  
Timothy J. Mahoney, M.D., Mayor

(SEAL)

Attest:

\_\_\_\_\_  
Steven Sprague, City Auditor

First Reading:  
Second Reading:  
Final Passage:





October 9, 2025

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

Re: Consulting Agreement

Dear Commissioners:

Attached please find a no cost consulting agreement with Bloomberg Consulting LLC to assist with the relocation of the Engagement Center.

**Recommended Motion:**

Approve Consulting Agreement with Bloomberg Consulting LLC.

Respectfully Submitted,

A handwritten signature in black ink, appearing to read 'B. Derrig'.

Brenda Derrig, PE  
Assistant City Administrator



## **CONSULTING AGREEMENT**

This Consulting Agreement (this “**Agreement**”), dated as of October 13, 2025 (the “**Effective Date**”), is made by and between Bloomberg Consulting LLC, a Delaware limited liability company (the “**Company**”), and the City of Fargo, a North Dakota municipal corporation (the “**Recipient**”).

### **RECITALS**

**WHEREAS**, the Recipient has received from the Company assistance in the administration of various city services and programs, and the Company has helped lessen the burdens of government by providing certain services; and

**WHEREAS**, the Recipient desires to continue to receive from the Company assistance in the administration of various city services and programs, and the Company desires to continue to help lessen the burdens of government by providing the services described herein, upon the terms and subject to the conditions set forth in this Agreement.

**NOW THEREFORE**, in consideration of the mutual promises and undertakings set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, each intending to be legally bound, hereby agree as follows:

### **ARTICLE I.** **AUTHORITY AND LIMITATION**

1.1. **Authority**. The Recipient hereby engages the Company, and the Company hereby accepts such engagement, under the terms and subject to the conditions set forth in this Agreement, to continue to provide to the Recipient the Services (as defined below) during the term of this Agreement (the “**Term**”). During the Term, the Recipient shall not engage any third party to provide the Services without first providing seven business days prior written notice to the Company.

1.2. **Limitation**. Notwithstanding anything to the contrary set forth in this Agreement, the performance of the Services by the Company under this Agreement shall at all times be subject to the reasonable direction of the Recipient. The Company shall have no authority to (a) enter into, in the name or on behalf of the Recipient, any contract, agreement or binding obligation or (b) otherwise act for or on behalf of the Recipient, except, in each case, with the prior written consent of the Recipient in connection with the performance of the Services. The Recipient shall have no authority to (i) enter into, in the name or on behalf of the Company, any contract, agreement or binding obligation or (ii) otherwise act for or on behalf of the Company.

### **ARTICLE II.** **SERVICES**

#### **2.1. Services.**

(a) During the Term, the Company shall provide services and advice to the Recipient (collectively, the “**Services**”), and the Recipient shall cooperate with the Company regarding the provision of the Services, as set forth in the statement of work attached hereto as **Exhibit A** (the “**Statement of Work**”).



(b) The Company shall perform the Services in a reasonable and timely manner. The Company shall be responsible for employing, training, and managing all personnel of the Company required in order for the Company to perform the Services.

(c) Notwithstanding anything in this Agreement, including the Statement of Work, to the contrary, each party hereto agrees that the Services shall not include (x) regulated professional services, including, without limitation, legal or accounting services, and (y) consistent with restrictions set forth in the Internal Revenue Code of 1986, as amended:

(i) Carrying on of propaganda, or otherwise attempting to influence any specific legislation through (x) an attempt to affect the opinion of the general public or any segment thereof or (y) communication with any member or employee of a legislative body, or with any other governmental official or employee who may participate in the formulation of the legislation (except technical advice or assistance provided to a governmental body or to a committee or other subdivision thereof in response to a written request by such body, committee or subdivision), other than through making available the results of non-partisan analysis, study or research;

(ii) Influencing the outcome of any specific public election or carrying on, directly or indirectly, any voter registration drive;

(iii) Engaging in activities that require any person actively involved in the activities described in the Statement of Work to register as a lobbyist or be identified as a lobbyist in a registration or report filed with a public agency by any other person or entity; or

(iv) Supporting the election or defeat of a candidate for public office, financing electioneering communications, registering prospective voters or encouraging the general public or any segment thereof to vote in a specific election.

2.2. **Access.** During the Term, (a) upon reasonable advance notice by the Company, the Recipient shall provide to the Company and its representatives reasonable access to (i) all books and records and premises of the Recipient, including but not limited to the information set forth in the Statement of Work and (ii) all personnel of the Recipient, in each case, during normal business hours (in a manner so as to not unreasonably interfere with the normal operations of the Recipient), including but not limited to the personnel, and the participation of such personnel, as set forth in the Statement of Work; and (b) the Recipient shall permit the authorized representatives of the Company to attend any and all meetings of the Recipient's various personnel, representatives, agencies, departments and bureaus ("**Recipient Meetings**") as both of the Company and the Recipient deem necessary to provide the Services; *provided, that* the Recipient shall not be required pursuant to the immediately preceding clause (a) or (b) to make available any Confidential Information (as defined below) to the Company if such disclosure would (A) jeopardize any attorney-client or other applicable legal privilege, (B) contravene any applicable laws, (C) reveal information that is classified for national security purposes or (D) breach any confidentiality obligations of the Recipient under contracts with third parties. Notwithstanding anything to the contrary, if the Company is restricted from accessing any Confidential Information, or attending any Recipient Meeting, pursuant to the immediately preceding proviso, the Recipient agrees to use its best efforts to obtain any consents, approvals or waivers necessary to allow the Company access to such Confidential Information or to attend such Recipient Meeting, as applicable.

2.3. **Points of Contact.** The primary points of contact (the "**Project Managers**") with respect to the transmission and control of the Services are designated by the respective parties as follows:



**Company:**

Ernesto Freire (or such person as he may designate)  
(Name)

Chief of Staff and Head of Operations  
(Title)

25 East 78th Street  
(Address)

New York, NY 10075  
(City, State and Zip Code)

**Recipient:**

Dr. Timothy J. Mahoney  
(Name)

Mayor  
(Title)

225 4<sup>th</sup> Street North  
(Address)

Fargo, ND 58102  
(City, State and Zip Code)

**2.4. Meetings.**

(a) Unless otherwise agreed to by the parties in writing, including but not limited to as otherwise agreed to by the parties in the Statement of Work, when and as reasonably requested by the Company during the Term, representatives of the Recipient shall meet with representatives of the Company, as agreed to by the parties. (each such meeting, a “Status Meeting”) to discuss the potential, status and implementation of the Services. Each Status Meeting shall be attended by personnel each party deems necessary for such Status Meeting, but, at a minimum, shall be attended by (i) the Project Managers and (ii) any employee, consultant, representative or other personnel of the Recipient that the Company may reasonably request.

(b) In addition to Status Meetings, during the Term, representatives of the Company and the Recipient (including, without limitation, the Project Managers) shall meet from time to time, at such times and locations as shall be mutually agreed by the parties, to discuss the potential, status and implementation of the Services, including, without limitation, as set forth in the Statement of Work. Each of the Company and the Recipient acknowledge and agree that most of such meetings will take place in the Recipient’s city.

(c) Unless otherwise agreed to by the parties in writing, within each of the three-month period, the six-month period and the twelve-month period following the expiration of the Term, when and as reasonably requested by the Company, representatives of the Recipient shall meet with representatives of the Company, as agreed to by the parties (each such meeting, a “Post-Term Meeting”) to discuss the status and progress of the Recipient’s achievement of the goals and objectives associated with the Services. Each Post-Term Meeting shall be attended by personnel each party deems necessary for such Post-Term Meeting, but, at a minimum, shall be attended by (a) the Project Managers and (b) any employee, consultant, representative or other personnel of the Recipient that the Company may reasonably request.

**2.5. Public-Private Partnerships.** The Company may recommend or suggest (or may have previously recommended or suggested) that the Recipient enter into arrangements, partnerships, strategic alliances, memoranda of understanding, or agreements (each, a “Public-Private Partnership”) with non-governmental third parties, including, but not limited to, private business entities or individuals, for the provision or the collaboration of the provision of goods, services, or other consideration (as the case may be) for the benefit of the Recipient in order to accomplish the purposes of the Services as set forth in the Statement of Work. In the event that the Recipient enters into (or has entered into) any Public-Private Partnership, the Recipient shall, at the request of the Company, issue a joint press release, interview or other public communication(s) (each, a “Public Notification”), whether in-print, online, on-television or through



an alternate media forum, as reasonably requested by the Company, announcing the assistance that the Recipient received from the Company in consummating such Public-Private Partnership and the nature and extent of the Company's involvement therein. Upon the request of the Company, the Recipient shall discontinue associating, and shall not associate, the Company with any Public-Private Partnership.

2.6. **Cooperation.** The Recipient shall: (a) reasonably cooperate with, and reasonably assist, the Company with respect to the Company's performance of the Services, including, without limitation, by complying with the Company's reasonable requests for the receipt of information or to take or not take actions and by providing accommodations for the Company's on-site project manager as set forth in the Statement of Work; (b) consider in good faith entry into and consummation of each Public-Private Partnership that is recommended or suggested to the Recipient by the Company; and (c) with respect to any Public-Private Partnership entered into by the Recipient, comply with and perform in all material respects the obligations of the Recipient under the terms of such Public-Private Partnership.

2.7. **Cybersecurity Consulting Services.**

(a) Solely in the event the Company provides to the Recipient cybersecurity consulting services, which shall consist of general consultation regarding strategy development, project planning and guidance and best practices for the Recipient's information security program and information systems (the "**Cybersecurity Consulting Services**"), the Recipient acknowledges and agrees as follows:

(i) to provide the Company with access to the Recipient's computers, network architecture, information systems, organizational structures, security controls, daily operational processes and procedures, and personnel including but not limited to, on-site visits to the Recipient's site as may be reasonably required by the Company, in its sole discretion, to perform the Cybersecurity Consulting Services. The Recipient represents and warrants that (i) it has the right to be in possession of, or is the owner of, all computer equipment, data, or media furnished to the Company; (ii) such computer equipment, data, or media is furnished for a lawful purpose; and (iii) where applicable, the Company's collection, possession, processing, and transfer of such computer equipment, data, or media is in compliance with any and all applicable laws and regulations;

(ii) that the Company may utilize technology products currently installed in the Recipient's environment (the "Recipient Technology") during the course of the engagement, as applicable and in the Company's sole discretion;

(iii) that, in addition to the Recipient Technology, the Company may use technology tools such as cloud-based technologies and email monitoring systems in the course of performing the Cybersecurity Consulting Services, and agrees that the Company may use all such technology tools in its sole discretion; and

(iv) that, in the course of providing Services and as requested by the Recipient, the Company may provide referrals for third party service providers who may perform additional services outside of the scope of this Agreement, including but not limited to, referrals for penetration testing, vulnerability assessments, cybersecurity risk assessments, or virtual Chief Information Security Officer services. The Recipient further acknowledges that (1) the Company provides any such referrals for additional services without favor to, or remuneration from, any third party service provider, (2) the Company shall not be liable for any third party service provider's activities, and (3) the Recipient is solely responsible for providing access to and coordinating any required interviews or assessment of any third party service provider, as applicable.



(b) Recipient and Company acknowledge and agree that in the course of providing services under this Agreement, the parties may exchange business contact personal information. Recipient and Company agree that if either party's business contact personal information is subject to unauthorized access, unavailability, acquisition, use, destruction, or loss as the result of a data security incident, the impacted party will promptly notify the other party of any such data security incident. Notification to a party must include details regarding the date and time of that the incident occurred and any subsequent mitigation steps taken by a party to contain and remediate the incident.

### ARTICLE III. COMPENSATION AND EXPENSES

3.1. **Value of Services.** During the Term of the Agreement, the Company shall not charge the Recipient any fees or other remuneration (collectively, "Fees") in connection with the Services. Although the Recipient will not be charged Fees for the Services, the Recipient acknowledges that the Services to be provided by the Company are of substantial value.

3.2. **Expenses.** Unless otherwise agreed to by the parties in writing, during the Term, each party hereto shall be responsible for all expenses incurred by such party in connection with the performance of its obligations under this Agreement; *provided that*, (a) in advance of the Company agreeing to pay for any expenses of the Recipient, the Recipient must advise the Company in writing of any disclosure obligations related to such expenses, and (b) notwithstanding any agreement of the Company to pay for any expenses of the Recipient, the Recipient retains all responsibility to ensure such payment complies with all laws applicable to the Recipient.

3.3. **No Benefit.** For the avoidance of doubt, no Services may be used to provide any benefit to Michael R. Bloomberg, Bloomberg L.P., any board member of The Bloomberg Family Foundation Inc., or any other disqualified person with respect to The Bloomberg Family Foundation Inc.

### ARTICLE IV. **RELATIONSHIP AND STATUS OF PARTIES**

4.1. **Independent Contractors.** The Company shall be deemed to be an independent contractor of the Recipient for all purposes. This Agreement shall not be construed (a) to create the relationship of employer and employee between the parties hereto or between any party or its affiliates, on the one hand, and any officer, director (or person in a similar position), employee, agent or representative of the other party or any of its affiliates, on the other hand, or (b) to create a partnership or joint venture between the parties hereto. Notwithstanding anything to the contrary in this Agreement, the Company shall not in any manner be prevented or bound to refrain from entering into any similar agreements, understandings or arrangements for the provision to any other person or entity of services that are the same as, or similar to, the Services. For the purposes of this Agreement, the Company's affiliates shall include The Bloomberg Family Foundation Inc., Manhattan West LLC, 25 East 78<sup>th</sup> Street LLC, Willett Advisors LLC, Michael R. Bloomberg, Bloomberg LP, Lamony West LLC and each of their related entities and affiliates (together, the "**Bloomberg Affiliates**"). The member(s), owner(s), director(s) (or persons in similar positions), affiliates, associates, employees, agents, representatives or related entities (including, without limitation, with respect to the Company, the Bloomberg Affiliates) of a party and each of their respective member(s), owner(s), directors(s) (or persons in similar positions), affiliates, associates, employees, agents, representatives or related parties shall collectively be referred to hereafter as such party's "**Related Parties**").

4.2. **No Third-Party Beneficiaries.** This Agreement is made solely and specifically for the benefit of the parties hereto and their respective permitted successors and assigns, and no other



person or entity shall have any right, interest or claim hereunder or be entitled to any benefit under or on account of this Agreement as a third party beneficiary or otherwise.

4.3. **Company Not Insurer or Agent.** Notwithstanding anything to the contrary in this Agreement, neither the Company nor any of its Related Parties are insurers, guarantors, producers or underwriters of any obligation of the Recipient.

4.4. **No Special Relationship.** Neither the Company nor any of its Related Parties are or shall be deemed to be a fiduciary of or hold any special relationship, including but not limited to a position of trust or confidence, with or in respect of the Recipient.

## **ARTICLE V. REPRESENTATIONS OF THE PARTIES**

Each party hereto hereby represents and warrants to the other party hereto as follows:

5.1. **Power and Authority.** Such party is duly organized, validly existing and in good standing under the laws of its jurisdiction of domicile. Such party has the requisite power and authority to execute and deliver this Agreement and to perform its obligations hereunder. The execution and delivery of this Agreement by such party and the performance of its obligations hereunder have been duly and validly authorized by all necessary action on the part of such party and no other proceeding or action on the part of such party is necessary to authorize this Agreement or the performance of its obligations hereunder. This Agreement has been duly and validly executed and delivered by such party and constitutes a valid, legal and binding agreement of such party, enforceable against it in accordance with its terms, except (a) to the extent that enforceability may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or other laws affecting the enforcement of creditors' rights generally and (b) that the availability of equitable remedies, including, without limitation, specific performance, is subject to the discretion of the court before which any proceeding thereof may be brought.

5.2. **Non-Contravention.** Neither the execution, delivery or performance by such party of this Agreement or the performance of its obligations hereunder will (a) conflict with or result in any breach of any provision of such party's governing documents, (b) result in a violation or breach of, or cause acceleration, or constitute (with or without due notice or lapse of time or both) a default (or give rise to any right of termination, cancellation, modification or acceleration) under any of the terms, conditions or provisions of any material agreement to which such party is a party or otherwise bound, or (c) violate in any material respect any law, writ, injunction or decree of any governmental authority having jurisdiction over such party or any of its properties or assets.

5.3. **Equal Opportunity.** The Company gives high priority to the realization of equality of opportunity for all members of society. The Company works to implement this policy in a variety of ways, internationally as well as in the United States, with due respect for the great diversity of situations in different countries and cultural contexts. Accordingly, it is the Company's expectation that the Recipient will take appropriate steps to ensure equal employment opportunities to the fullest extent allowable under applicable law and will not discriminate on the basis of race, color, religion, sex, sexual orientation, gender identity, national origin, protected veteran status, status as a qualified individual with a disability or any other category of protected class or category as defined by any applicable law. Further, it is the Company's expectation that the Recipient has established appropriate policies and procedures for training staff and receiving and addressing complaints regarding discrimination, harassment, retaliation and other forms of workplace misconduct.



**ARTICLE VI.**  
**TERM AND TERMINATION**

The Term shall commence on the Effective Date and end upon the completion of the Services by the Company in accordance with the Statement of Work; *provided, however*, that this Agreement may be terminated by either party, in its sole discretion, at its convenience; *provided, further*, that (a) the provisions of this Article VI and Articles VII, VIII, IX and X hereof shall survive any termination of this Agreement for any reason (whether pursuant to expiration of the Term or the immediately preceding proviso or otherwise), and (b) the provisions of Section 2.4(c) and Article VII hereof shall survive any expiration of the Term.

**ARTICLE VII.**  
**CONFIDENTIAL INFORMATION AND INTELLECTUAL PROPERTY**

7.1. **Confidentiality.**

(a) The parties understand and agree that records requests received by Recipient must comply with Chapter 44-04 of the North Dakota Century Code. During and after the Company's provision of the Services and correspondence and conversations with the Recipient in connection therewith or in contemplation thereof, each party hereto shall (i) maintain the confidentiality of all Confidential Information of the other party, (ii) not, without the other party's prior written consent, disclose the Confidential Information of the other party to any third party, and (iii) take all action that such other party reasonably deems necessary or appropriate to prevent unauthorized disclosure of its Confidential Information, at such other party's expense. Without the prior written consent of the other party, such party shall not disclose to any third person (other than to its employees or professional advisors on a need-to-know basis) the Confidential Information of the other party or the fact that such Confidential Information has been made available from such other party in connection with the provision or receipt of the Services; *provided, however*, that the Company may disclose Confidential Information it deems necessary or advisable in connection with the provision or receipt of the Services or other services conducted in the ordinary course of business or for educational purposes. As used in this Agreement, the term "Confidential Information" means the private or confidential information pertaining to the other party and any of its Related Parties, including, without limitation, information, photographs or video, conversations, operations, systems, databases, methods, concepts, data, equipment, compensation figures, technical processes and applications and other business affairs and reports, analyses, know-how, plans or details as to the other party and any of its Related Parties, and other information in connection with such other party not readily available to the public, whether in tangible or non-tangible form. For the avoidance of doubt, Confidential Information shall also include all work product of the Company or any of its Related Parties supplied to the Recipient under the framework of this Agreement or the Statement of Work. The Parties acknowledge that all Company Confidential Information shall be considered trade secret, regardless of whether the Company expressly marks it as such. For the avoidance of doubt, Confidential Information shall also include the existence of this Agreement, the terms hereof and any and all information regarding the existence and terms of the Services and any other services previously provided by the Company to the Recipient.

(b) If either party hereto or any of its Related Parties who have received Confidential Information of the other party is required pursuant to legal process to disclose any such Confidential Information, such party shall (to the extent not prohibited by applicable law) promptly notify the other party thereof, in order to permit such other party to seek a protective order or take other appropriate action. Such party shall cooperate in the other party's efforts to obtain a protective order or other reasonable assurance that confidential treatment will be accorded such Confidential Information, at such other party's expense and request. If, in the absence of a protective order, such party is, in the opinion of its counsel, compelled as a matter of law to disclose the Confidential Information of the other party, such



party may disclose only that part of such Confidential Information required by law to be disclosed to only those persons to whom such Confidential Information is required by law to be disclosed.

(c) Such party shall promptly notify the other party in writing if any information comes to its attention that may indicate there was or is likely to be a loss of confidentiality of any portion of Confidential Information of the other party. Such party shall use reasonable efforts to retrieve the lost or wrongfully disclosed Confidential Information and to prevent further unauthorized disclosure or loss of any Confidential Information of the other party.

(d) Notwithstanding the foregoing, it is understood that when information is known or available in the public domain, through no act or failure to act by such party, or if information is previously and lawfully known to such party prior to disclosure or if information is subsequently lawfully acquired by such party from third parties not known to be under any obligation of confidentiality or secrecy to the other party, such information shall not be deemed to be Confidential Information hereunder.

## 7.2. **Proprietary Information.**

(a) Each party acknowledges that the other party owns all of such party's Confidential Information in existence on the Effective Date. Notwithstanding the immediately preceding sentence, and subject to the license granted in Section 7.2(c), the Recipient acknowledges and agrees that any ideas, concepts, creations, discussions, plans, inventions, discoveries, processes, writings, art work, designs, drawings, computer programs, source code, object code, code/software documentation, original works of authorship and any other work product of any nature whatsoever prepared or produced in connection with the Services and any other services previously provided by the Company to the Recipient (collectively and together with any improvements or derivative works thereof, the "Works"), and all materials contained therein or prepared therefor, shall, at all times during and after the Term, be the property of the Company, and the Company solely shall have all underlying rights therein, worldwide and in perpetuity, whether or not such Works were produced or prepared within the scope of the Company's services for the Recipient. For the avoidance of doubt, the Recipient shall not have any interest in or right to use the Works or have any "moral rights" therein and such works shall constitute Confidential Information under this Agreement.

(b) Subject to this Section 7.2(b), the Recipient hereby agrees to provide the Company with any photographs, video, audio, written materials or similar media that the Company may reasonably request that are related to the Services, such request not to be unreasonably denied by the Recipient. Furthermore, and without limiting anything in this Section 7.2, the Recipient hereby grants to the Company a perpetual, non-exclusive, worldwide, royalty-free, license to use, reproduce, distribute, display, perform, edit, adapt, create derivative works from and otherwise exploit and sublicense, in all languages and all media now known or hereafter developed, all intellectual property of the Recipient provided to the Company in connection with the Services and any other services previously provided by the Company to the Recipient and, to the extent a third party consent is required to use any such material, Recipient undertakes to procure such consent for the benefit of the Company at Recipient's expense. Notwithstanding the foregoing, the Recipient shall not be obligated to provide the Company or any of its Related Parties with personal data or personally identifiable information.

(c) In connection with the Services, the Company grants to the Recipient a nonexclusive, limited, fully paid-up, perpetual license to use any deliverables identified in the applicable Statement of Work and provided by the Company to the Recipient as part of the Services, as such deliverables are intended to be used; *provided that* Recipient shall not use any Company trademarks (including any words or phrases including the name "Bloomberg", and any associated logos or designs) for any purpose without express prior written permission from the Company.



7.3. **Personal Information.** The Recipient acknowledges and agrees that for the purpose of providing the Services, including but not limited to for purposes compatible with providing the Services, the Company may have access to certain data sets of the Recipient (collectively, "**Recipient Data**"). If the Company requires Recipient Data to perform the Services, the Recipient acknowledges and agrees to provide such data in a de-identified and aggregated manner such that no Recipient Data is considered Personal Information. As used in this Agreement and defined under applicable data protection laws, the term "Personal Information" shall include any information that is personally identifiable, or that identifies, relates to, describes, or is capable of being associated with an individual. The Company and the Recipient agree that if the Company discovers that any Recipient Data transferred to the Company contains Personal Information, the Company will promptly notify the Recipient.

## **ARTICLE VIII.**

### **NON-DISPARAGEMENT; NON-SOLICITATION**

8.1. **Non-Disparagement; Publicity.** During the Term and thereafter, neither party hereto shall in any way (a) defame, disparage, libel or slander the other party hereto or its Related Parties, or (b) without the prior written consent of the other party hereto, contact, respond to any request from, or in any way discuss the Services or any of such other party's Related Parties with any news provider or other media (print, television, radio, internet or otherwise).

8.2. **Non-Solicitation.** In connection with the Services, during the Term and for a period of one (1) year thereafter, the Recipient shall not directly or indirectly solicit for employment any employee of the Company or its Related Parties with whom there was contact or who became known to the Recipient in connection with the Services. The restriction in the preceding sentence shall not be deemed to prohibit hiring any person who responds to any general solicitation, employee search or advertisement that are not targeted or directed specifically to employees of the Company or its Related Parties.

8.3. **Use of Name.** The Recipient has no rights, express or implied, to use any name or logo associated with the Company without the Company's prior written consent. If the Company requests, or agrees, to the use of such names or logos by the Recipient, including the Bloomberg Associates, Bloomberg Consulting or Bloomberg Philanthropies name, the Company therewith grants to the Recipient a non-exclusive, royalty-free, non-transferable, non-sublicensable, license/sub-license to use such names or logos (the "**Licensed Mark(s)**") on materials solely as approved by the Company, *provided that* the Recipient shall provide representative samples of all such materials to the Company for review and written pre-approval. In connection with this license/sub-license, the Recipient acknowledges that the Company owns or is the licensee of all rights in the Licensed Mark(s) and that all goodwill related to or arising from the Recipient's use of the Licensed Mark(s) will inure solely to the benefit of the Company. The Recipient also agrees not to: (i) apply anywhere for registration of the Licensed Mark(s) or any mark or domain name consisting thereof or confusingly similar thereto or dilutive thereof; (ii) use or permit use of the Licensed Mark(s) in any manner or commit any other act likely to devalue, injure or dilute the goodwill or reputation of the Company or the Licensed Mark(s); or (iii) challenge the ownership or validity of the Licensed Mark(s). The Recipient further acknowledges that the Company must control the quality of use of the Licensed Mark(s) and agrees to: (i) use the Licensed Mark(s) only as provided in this Agreement; (ii) comply with such trademark notices or branding guidelines as the Company instructs, in which the Company may revise from time to time; (iii) provide the Company upon request with specimens of all uses of the Licensed Mark(s); and (iv) cease any use of the Licensed Mark(s) within seven days of receipt of written instructions from the Company. The Recipient additionally acknowledges and is familiar with the high standards and reputation for quality of the Company and, symbolized by the Licensed Marks as of the effective date of this Agreement, the Recipient shall, at all times, use the Licensed Marks in a manner at least consistent with such quality standards and reputation.



**ARTICLE IX.**  
**INDEMNIFICATION**

To the extent provided for by law, the Recipient shall indemnify, protect, defend and hold harmless the Company and its Related Parties (collectively, the "Indemnitees") from and against any and all liability, claims, suits, demands, damages, judgments, costs, fines, penalties, interest and expenses, including but not limited to reasonable counsel and other professional fees and disbursements (collectively, "Losses"), suffered or incurred by any Indemnatee as a result of or in connection with: (i) the Recipient's breach of this Agreement; or (ii) any of the Services or any other services previously provided by the Company to the Recipient (including, without limitation, the provision or receipt thereof); *provided, however*, that the Recipient shall not be responsible for any Losses that are suffered or incurred solely due to gross negligence on the part of the Company.

**ARTICLE X.**  
**MISCELLANEOUS**

10.1. **Amendment and Waiver.** No amendment of this Agreement and no waiver of one or more of its terms may be effected unless set forth in writing and signed by the party to be bound. Any waiver of strict compliance with this Agreement shall not operate as a waiver of, or estoppel with respect to, any subsequent or other failure to so comply.

10.2. **Entire Agreement.** This Agreement constitutes the entire agreement of the parties hereto, and supersedes any and all prior agreements or understandings, whether oral or written, between the parties hereto with respect to the subject matter hereof.

10.3. **Assignment.** This Agreement shall be binding upon, and inure to the benefit of, the parties hereto, their respective successors and permitted assigns. Neither the Recipient nor the Company may assign, delegate, transfer, or otherwise dispose of this Agreement or any interest, right, or obligation arising hereunder without the prior written consent of the other party, except that the Company may assign this Agreement or any of its rights or obligations hereunder to any of its affiliates.

10.4. **Governing Law.** This Agreement and any claim, controversy or dispute arising under or related to this Agreement shall be governed by and construed in accordance with the laws of the State of North Dakota, without giving effect to any choice of law or conflict of law provision or rule (whether of the State of North Dakota or any other jurisdiction) that would cause the application of the law of any jurisdiction other than the State of North Dakota.

10.5. **WAIVER OF JURY TRIAL.** EACH PARTY HEREBY WAIVES, TO THE FULLEST EXTENT PERMITTED BY LAW, ANY RIGHT TO TRIAL BY JURY OF ANY CLAIM, CONTROVERSY, DEMAND, ACTION, OR CAUSE OF ACTION (A) ARISING UNDER THIS AGREEMENT OR (B) IN ANY WAY CONNECTED WITH OR RELATED OR INCIDENTAL TO THE DEALINGS OF THE PARTIES IN RESPECT OF THIS AGREEMENT OR ANY OF THE TRANSACTIONS RELATED HERETO, IN EACH CASE, WHETHER NOW EXISTING OR HEREAFTER ARISING, AND WHETHER IN CONTRACT, TORT, EQUITY, OR OTHERWISE. EACH PARTY HEREBY FURTHER AGREES AND CONSENTS THAT ANY SUCH CLAIM, DEMAND, ACTION, OR CAUSE OF ACTION SHALL BE DECIDED BY COURT TRIAL WITHOUT A JURY AND THAT THE PARTIES MAY FILE A COPY OF THIS AGREEMENT WITH ANY COURT AS WRITTEN EVIDENCE OF THE CONSENT OF THE PARTIES TO THE WAIVER OF THEIR RIGHT TO TRIAL BY JURY.



10.6. **Jurisdiction and Venue.** Each of the parties (a) submits to the exclusive jurisdiction of any state or federal court sitting in North Dakota, n any action or proceeding arising out of or relating to this Agreement or the performance of the duties and obligations hereunder, (b) agrees that all claims in respect of such action or proceeding may be heard and determined in any such court and (c) agrees not to bring any action or proceeding arising out of or relating to this Agreement in any other court. Each of the parties waives any defense of inconvenient forum to the maintenance of any action or proceeding so brought and waives any bond, surety or other security that might be required of any other party with respect thereto. Nothing in this **Section 10.6** shall affect the obligation of any party to serve legal process in any other manner permitted by law. Each party agrees that a final, non-appealable judgment in any action or proceeding so brought shall be conclusive and may be enforced by suit on the judgment or in any other manner provided by law.

10.7. **Severability.** Any provision of this Agreement that is held to be inoperative, unenforceable, voidable, or invalid in any jurisdiction shall, as to that jurisdiction, be inoperative, unenforceable, void, or invalid without affecting the remaining provisions of this Agreement in that jurisdiction or the operation, enforceability, or validity of that provision in any other jurisdiction, and to this end, the provisions of this Agreement are declared to be severable.

10.8. **Notice.** All notices, requests, claims, demands and other communications hereunder shall be in writing and shall be deemed to have been given (a) when personally delivered, (b) the day following the day (except if not a business day then the next business day) on which the same has been delivered prepaid to a reputable national overnight air courier service, (c) when transmitted via email (including but not limited to via attached pdf document) to the email address set out below during business hours of the recipient, if the sender on the same day sends a confirming copy of such notice by a recognized overnight delivery service (charges prepaid), or (d) the third business day following the day on which the same is sent by certified or registered mail, postage prepaid, in each case to the respective parties as applicable, at the address, facsimile number or email address set forth below:

**To the Company:**

Bloomberg Consulting LLC  
25 East 78<sup>th</sup> Street  
New York, NY 10075  
Attention: Dahlia Prager, Esq.  
Email: [legal@bloomberg.org](mailto:legal@bloomberg.org)

with copies to:

Willkie Farr & Gallagher LLP  
787 Seventh Avenue  
New York, NY 10019  
Attention: Elizabeth Buckley Lewis, Esq.  
Email: [elewis@willkie.com](mailto:elewis@willkie.com)

**To the Recipient:**

City of Fargo  
Attention: Dr. Timothy J. Mahoney, Mayor  
E-mail: [TMahoney@FargoND.gov](mailto:TMahoney@FargoND.gov)



10.9. **Headings and Schedules**. The article and section headings used herein have been included for convenience only and shall not be considered in interpreting this Agreement. All schedules or documents expressly incorporated into this Agreement (including but not limited to the Statement of Work) are hereby incorporated into this Agreement and are hereby made a part hereof as if set out in full in this Agreement.

10.10. **Counterparts**. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument. A facsimile or email transmission of an executed counterpart of this Agreement shall have the same binding effect as an executed and delivered original thereof.

*[Signature Page Follows]*



**IN WITNESS WHEREOF**, the parties have caused this Consulting Agreement to be duly executed by their authorized representatives as of the Effective Date.

**BLOOMBERG CONSULTING LLC**

By: \_\_\_\_\_  
Name:  
Title:

**THE CITY OF FARGO**

By: \_\_\_\_\_  
Name: Dr. Timothy J. Mahoney  
Title: Mayor

Attest: \_\_\_\_\_  
Name: Steve Sprague  
Title: City Auditor



**EXHIBIT A**  
**STATEMENT OF WORK**

[see attached]





## Scope of Work Proposal for Fargo

### Overview

This document proposes the scope of services to be offered by Bloomberg Associates (“Associates”) to the City of Fargo and Mayor Tim Mahoney on a pro bono basis. The scope of services outlined herein is based on preliminary findings and conversations.

### Summary of Proposal

The Mahoney Administration (“the Administration”) is seeking Associates’ support and assistance on several initiatives with the overarching goal of improving quality of life for residents of Fargo. The Associates team, through a multi-platform philanthropic consulting agreement, believes it can provide critical support and assist the Administration across a series of both long-term and short-term initiatives including, but not limited to:

- Design and development of homeless engagement center

### Scope of Services

As part of its practice, the Associates team will offer in-depth consultation—including weekly communications, agreed upon standard site visits, assessment of plans/proposals, strategy development, and project planning support. While specific services will be determined by the project lead with their city counterparts, we estimate the scope of commitment will generally include:

- Weekly phone calls and ad hoc consultations as necessary
- Approximately four annual site visits to Fargo per project team
- 10-20 hours of staff time per project team, per week
- Identifying and recruiting third-party support where needed

### Engagement Terms

These services are provided at no cost; however, there will be certain requirements of the Administration in order to ensure effective collaboration and a successful engagement:

- Introductory presentation to be delivered by Associates Operations team within the first 60 days of engagement, during a City senior staff meeting to explain the Associates model, approach, and service offerings
- Quarterly meetings (virtual or in-person) between the Mayor and the BA executive team (CEO, Chief of Staff, and other staffers when appropriate) to review progress and gain insight/feedback
- Bi-weekly project review meetings between the designated engagement liaison(s) (liaison(s) should be a direct mayoral report) and BA Operations team to review portfolio, discuss progress, and address challenges
- Access to and participation of relevant C-suite, department heads, and senior staff to support project development and provide insight on a regular/as-needed basis, including availability during in-person visits by Associates team members
- Accommodations for Associates’ on-site project manager, including a designated workspace with computer and phone in City Hall, access to municipal buildings and appropriate security clearances, standardized meetings with the engagement liaison and relevant city staff, and other accommodations necessary to reasonably support this engagement; the project manager will be employed and compensated by Bloomberg Associates
- Appropriate City staff to be available for in-person meetings with relevant Associates project teams within 60 days of project initiation
- Provision of relevant information on city operations and organizational structure, as well as research materials related to projects
- Client city teams are encouraged to travel to New York City to meet with their BA counterparts to advance



**MEMORANDUM**

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TO: Board of City Commissioners

FROM: Steven Sprague, City Auditor

SUBJECT: Liquor License Extension – Dakota Food Group dba Teddy's

DATE: September 30, 2025

The Auditor's office received a request to grant an extension of the requirements of 25-1512 from Dakota Food Group, LLC. d/b/a Teddy's until March 31, 2026

Teddy's has been in operation in the City of Fargo since 2013 and with the expiration of their lease have decided to take the business in a different path. The owners are requesting an extension of ordinance 25-1512 in order to determine the path forward.

Please see the attached letter from the company.

Please approve an extension of 25-1512 for Dakota Food Group LLC d/b/a Teddy's until March 31, 2026.

**Recommended Motion:**

**Move an extension of the requirements of 25-1512 to Dakota Food Group LLC d/b/a Teddy's until March 31, 2026.**



**DAKOTA FOOD GROUP, LLC**  
C/O [ssnbala@yahoo.com](mailto:ssnbala@yahoo.com) – 218-790-6427

Mr. Steven Sprague  
City Auditor  
City of Fargo  
225 4th St N, Fargo ND, 58102

*Sent via email to [ssprague@fargond.gov](mailto:ssprague@fargond.gov)*

Dear Mr. Sprague:

Thank you for your email of September 9, 2025. We appreciate your guidance in this matter.

On behalf of Dakota Food Group, LLC, which was doing business as Teddy's, we wish to seek an extension and are submitting application for the exemption specified for Fargo Municipal Code 25-1512.

We are working with an operating group to introduce an updated concept that we believe would be a wonderful addition to downtown Fargo and everyone involved. We have been in the process of developing the new concept, costing it out, expanding our group, and determining lease parameters.

As you know, on September 1, 2025, we came to the end of the lease with Loretta LLC., at 212 N Broadway. There was a brief holdover to undertake the equipment move to September 4.

It has taken this interim period from September 4<sup>th</sup> to bring this plan together. We are working diligently with the new operating group to support this process. As of our meeting today, we are feeling hopeful that we will have a final plan soon.

Your provision of the exemption would allow the time necessary for the development of the project and the final agreements required to execute it.

Thank you for your consideration. On behalf of Dr. Dave and Sharon Humphrey, Dr. Lance Bergstrom and me, please know your assistance is very much appreciated.

DAKOTA FOOD GROUP

Sincerely,

/s/ Susan Bala  
Susan Bala, Treasurer

Cc: Dr. Dave and Sharon Humphrey  
Dr. Lance and Ruth Bergstrom



(10)

**MEMORANDUM**

**TO: BOARD OF CITY COMMISSIONERS**

**FROM: AUDITOR'S OFFICE**

**DATE: OCTOBER 13, 2025**

**SUBJECT: GAMING SITE AUTHORIZATIONS**

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

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





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

G - \_\_\_\_\_ (\_\_\_\_\_) \_\_\_\_\_  
Site License Number  
(Attorney General Use Only)

Full, Legal Name of Gaming Organization

*Harwood Area Fire & Rescue*

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

Name of Location

*Dugleg North*

Street

*2700 Broadway N*

City

*Fargo*

ZIP Code

*58107*

County

*Cass*

Beginning Date(s) Authorized

*10-14-25*

Ending Date(s) Authorized

*6-30-26*

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

*0*

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

*All public spaces excluding restaurants*

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

**RESTRICTIONS FOR CITY/COUNTY USE ONLY**

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

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

☐

Bingo

☐

Club Special

☐

Sports Pools

☐

**ELECTRONIC** Quick Shot Bingo

☐

Tip Board

☐

Twenty-One

☐

Raffles

☐

Seal Board

☐

Poker

☐

**ELECTRONIC** 50/50 Raffle

☐

Punchboard

☐

Calcuttas

☐

Pull Tab Jar

☐

Prize Board

☐

Paddlewheel with Tickets

☐

Pull Tab Dispensing Device

☐

Prize Board Dispensing Device

☐

Paddlewheel Table

☒

**ELECTRONIC** Pull Tab Device

Days of week of gaming operations (if restricted)

Hours of gaming (if restricted)

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

**APPROVALS**

Attorney General

Date

Signature of City/County Official

Date

*10/13/25*

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

*Steven Sprague/City Auditor*

**INSTRUCTIONS:**

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

**RETURN ALL DOCUMENTS TO:**

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





**MEMORANDUM**

**TO: BOARD OF CITY COMMISSIONERS**

**FROM: AUDITOR'S OFFICE**

**DATE: OCTOBER 13, 2025**

**SUBJECT: GAMES OF CHANCE APPLICATIONS**

Please find attached the Applications for Games of Chance.

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





# APPLICATION FOR A LOCAL PERMIT OR RESTRICTED EVENT PERMIT

NORTH DAKOTA OFFICE OF ATTORNEY GENERAL

GAMING DIVISION

SFN 9338 (8-2025)

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

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

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

## ORGANIZATION INFO

Name of Organization or Group <b>Atonement Lutheran Church</b>		Dates of Activity (Does not include dates for the sales of tickets) <b>December 4, 2025</b>	
Organization or Group Contact Person <b>Amy Okeson</b>		E-mail <b>amy@atonement.liv</b>	Telephone Number <b>701-232-9651</b>
Business Address <b>4601 University Dr. So</b>		City <b>Fargo</b>	State <b>ND</b>
Mailing Address (if different)		City	ZIP Code <b>58104</b>

## SITE INFO

Site Name <b>Wild Bill's Sports Saloon - Fargo</b>		County <b>Cass</b>	
Site Physical Address <b>1776 45th St. S.</b>		City <b>Fargo</b>	State <b>ND</b>
		ZIP Code <b>58103</b>	
Provide the exact date(s) & frequency of each event & type (Ex. Bingo every Friday 10/1-12/31, Raffle - 10/30, 11/30, 12/31, etc.) <b>Thursday, 12/4/25 Quilt Bingo, one day only 5:30pm to 10:00pm.</b>			

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

Game Type	Description of Prize	Exact Retail Value of Prize
Bingo	4 quilts worth \$100 each	\$400
Bingo	2 quilts worth \$250 each	\$500
Bingo	2 quilts worth \$500 each	\$1,000
Total (limit \$50,000 per year)		\$1,900.00

## ADDITIONAL REQUIRED INFORMATION

Intended Uses of Gaming Proceeds <b>Proceeds will benefit Feed My Starving Children Fargo pack 2026, a mission of Atonement Lutheran Church</b>	
Does the organization presently have a state gaming license? (If yes, the organization is not eligible for a local permit or restricted event permit and should call the Office of Attorney General at 1-800-326-9240)	
<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
Has the organization or group received a restricted event permit from any city or county for the fiscal year July 1 - June 30 (If yes, the organization or group does not qualify for a local permit or restricted event permit)	
<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
Has the organization or group received a local permit from an city or county for the fiscal year July 1 - June 30 (If yes, indicate the total retail value of all prizes previously awarded)	
<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes - Total Retail Value: _____ (This amount is part of the total prize limit for \$50,000 per fiscal year)	
Is the organization or group a state political party or legislative district party? (If yes, the organization or group may only conduct a raffle and must complete SFN 52880 "Report on a Restricted Event Permit" within 30 days of the event. Net proceeds may be for political purposes.)	
<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	

Printed Name of Organization Group's Permit Organizer <b>Amy Okeson</b>	Telephone Number <b>785-844-2600</b>	E-mail Address <b>amy@atonement.liv</b>
Signature of Organization Group's Permit Organizer <i>Amy Okeson</i>	Title <b>Director of Serving Ministry</b>	Date <b>9-26-2025</b>



# Page 53 APPLICATION FOR A LOCAL PERMIT OR RESTRICTED EVENT PERMIT



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



Applying for (check one)

☒ Local Permit ☐ Restricted Event Permit\*

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

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

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

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

## ORGANIZATION INFO

Name of Organization or Group <b>Centennial Elementary PTO</b>		Dates of Activity (Does not include dates for the sales of tickets) <b>October 24, 2025 / January 23, 2026</b>	
Organization or Group Contact Person <b>Karri Mitchell</b>	E-mail <b>CentennialCubsPto@gmail.com</b>	Telephone Number <b>701-793-0648</b>	
Business Address <b>4201 25th St S</b>	City <b>Fargo</b>	State <b>ND</b>	ZIP Code <b>58104</b>
Mailing Address (if different)	City	State	ZIP Code

## SITE INFO

Site Name <b>Centennial Elementary - main gym</b>		County <b>Cass</b>	
Site Physical Address <b>4201 25th St S</b>	City <b>Fargo</b>	State <b>ND</b>	ZIP Code <b>58104</b>
Provide the exact date(s) & frequency of each event & type (Ex. Bingo every Friday 10/1-12/31, Raffle - 10/30, 11/30, 12/31, etc.) <b>October 24, 2025 (Bingo) / January 23, 2026 (Bingo &amp; 50/50 raffle)</b>			

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

Game Type	Description of Prize	Exact Retail Value of Prize
	<b>see attached sheet</b>	
Total (limit \$50,000 per year)		\$ <b>700</b>

## ADDITIONAL REQUIRED INFORMATION

Intended Uses of Gaming Proceeds <b>PTO operations including hospitality for teachers, school-wide fun events, recess equipment / 5th grade end of year party</b>	
Does the organization presently have a state gaming license? (If yes, the organization is not eligible for a local permit or restricted event permit and should call the Office of Attorney General at 1-800-326-9240) <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
Has the organization or group received a restricted event permit from any city or county for the fiscal year July 1 - June 30 (If yes, the organization or group does not qualify for a local permit or restricted event permit) <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
Has the organization or group received a local permit from an city or county for the fiscal year July 1 - June 30 (If yes, indicate the total retail value of all prizes previously awarded) <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes - Total Retail Value: <input type="text"/> (This amount is part of the total prize limit for \$50,000 per fiscal year)	
Is the organization or group a state political party or legislative district party? (If yes, the organization or group may only conduct a raffle and must complete SFN 52880 "Report on a Restricted Event Permit" within 30 days of the event. Net proceeds may be for political purposes.) <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	

Printed Name of Organization Group's Permit Organizer <b>Karri Mitchell</b>	Telephone Number <b>701-793-0648</b>	E-mail Address <b>centennialCubsPto@gmail.com</b>
Signature of Organization Group's Permit Organizer <b>Karri Mitchell</b>	Title <b>PTO secretary</b>	Date <b>8/29/2025</b>



## Centennial PTO Gaming License specifics 2025-2026

**Date: October 24th 2025**

Event: Trunk or Treat BINGO

Location: Centennial Elementary school gym - 4201 25th St S Fargo ND 58104

*Prizes as follows:*

\$100 Target gift card

\$150 in food/toys - twenty - 2 liters of soda (\$50), miscellaneous boxed candy (\$50 bulk purchase Amazon), miscellaneous toys (\$50 bulk purchase Amazon),

\$50 - five \$10 gift cards to Dairy Queen

\$50 - five \$10 gift cards to Starbucks

\$50 - Centennial spirit gear (inventory already on hand, 6 T-shirts)

Proceeds will be used for PTO operations including hospitality for teachers, school-wide fun events, recess equipment.

**Date: January 23th, 2026**

Event: Family fun night BINGO & 50/50 raffle

Location: Centennial Elementary school gym - 4201 25th St S Fargo ND 58104

*Prizes as follows:*

\$100 Target gift card

\$150 in food/toys - twenty - 2 liters of soda (\$50), miscellaneous boxed candy (\$50 bulk purchase Amazon), miscellaneous toys (\$50 bulk purchase Amazon),

\$50 - five \$10 gift cards to Dairy Queen

\$50 - five \$10 gift cards to Starbucks

\$50 - Centennial spirit gear (inventory already on hand, 6 T-shirts)

Proceeds will be used to cover the cost of the 5th grade end of year party for the children of Centennial Elementary school.





# APPLICATION FOR A LOCAL PERMIT OR RESTRICTED EVENT PERMIT

NORTH DAKOTA OFFICE OF ATTORNEY GENERAL

GAMING DIVISION

SFN 9338 (8-2025)

Applying for (check one)

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

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

## ORGANIZATION INFO

Name of Organization or Group <b>Family Wellness</b>		Dates of Activity (Does not include dates for the sales of tickets) <b>October 23<sup>rd</sup>, 2025</b>	
Organization or Group Contact Person <b>Charles Perhus</b>	E-mail <b>charles.perhus@sanfordhealth.org</b>	Telephone Number <b>7018661806</b>	
Business Address <b>2960 Seter Pkwy</b>	City <b>Fargo</b>	State <b>ND</b>	ZIP Code <b>58104</b>
Mailing Address (if different)	City	State	ZIP Code

## SITE INFO

Site Name <b>Family Wellness</b>		County <b>Cass</b>	
Site Physical Address <b>2960 Seter Pkwy</b>	City <b>Fargo</b>	State <b>ND</b>	ZIP Code <b>58104</b>
Provide the exact date(s) & frequency of each event & type (Ex. Bingo every Friday 10/1-12/31, Raffle - 10/30, 11/30, 12/31, etc.) <b>Raffle - October 25th</b>			

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

Game Type	Description of Prize	Exact Retail Value of Prize
<b>Raffle</b>	<b>8 Raffle Baskets</b>	<b>\$100 each</b>
Total (limit \$50,000 per year)		\$ <b>800</b>

## ADDITIONAL REQUIRED INFORMATION

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

Printed Name of Organization Group's Permit Organizer <b>Cory Herrmann</b>	Telephone Number <b>7012342400</b>	E-mail Address <b>CORY.HERRMANN@SanfordHealth.org</b>
Signature of Organization Group's Permit Organizer 	Title <b>Executive Director</b>	Date <b>10/6/2025</b>





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

Applying for (check one)

☒ Local Permit
 ☐ Restricted Event Permit\*
Games to be conducted ☐ Raffle by a Political or Legislative District Party
☐ Bingo
 ☒ Raffle
 ☐ Raffle Board
 ☐ Calendar Raffle
 ☐ Sports Pool
 ☐ Poker\*
 ☐ Twenty-One\*
 ☐ Paddlewheels\*

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

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

**ORGANIZATION INFO**

Name of Organization or Group <b>Freedom Resource Center</b>		Dates of Activity (Does not include dates for the sales of tickets) <b>05-07-2026</b>	
Organization or Group Contact Person <b>Machaela Mund</b>		E-mail <b>machaelam@freedomrc.org</b>	
Business Address <b>2701 9th Ave S Suite H</b>		City <b>Fargo</b>	State <b>ND</b>
Mailing Address (if different)		City	State <b>ND</b>
			ZIP Code <b>58103</b>

**SITE INFO**

Site Name <b>The Avalon Event Center</b>		County <b>Cass</b>	
Site Physical Address <b>2525 9th Ave S</b>		City <b>Fargo</b>	State <b>ND</b>
			ZIP Code <b>58103</b>
Provide the exact date(s) & frequency of each event & type (Ex. Bingo every Friday 10/1-12/31, Raffle - 10/30, 11/30, 12/31, etc.) <b>Raffle for door prizes. 5/7/26</b>			

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

Game Type	Description of Prize	Exact Retail Value of Prize
Raffle	Donated Baskets/Prizes where people will purchase raffle tickets	\$250 per basket
Total (limit \$50,000 per year)		\$ $\approx$ 3,000

**ADDITIONAL REQUIRED INFORMATION**

Intended Uses of Gaming Proceeds  
**Proceeds raised will support FRC's programs and services that help people with disabilities achieve and maintain independence.**

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

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

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

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

Printed Name of Organization Group's Permit Organizer <b>Machaela Mund</b>	Telephone Number <b>7014780459</b>	E-mail Address <b>machaelam@freedomrc.org</b>
Signature of Organization Group's Permit Organizer <i>Machaela Mund</i>	Title <b>Resource Specialist</b>	Date <b>10/08/2025</b>





## APPLICATION FOR A LOCAL PERMIT OR RESTRICTED EVENT PERMIT

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

Applying for (check one)

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

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

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

## ORGANIZATION INFO

Name of Organization or Group Kennedy Elementary PTA		Dates of Activity (Does not include dates for the sales of tickets) 10/24/25	
Organization or Group Contact Person Heather Pundt	E-mail heather.pundt@yahoo.com	Telephone Number 651-245-3521	
Business Address 4401 42nd St. S.	City Fargo	State ND	ZIP Code 58104
Mailing Address (if different) 4222 Woodhaven St. S.	City Fargo	State ND	ZIP Code 58104

## SITE INFO

Site Name Kennedy Elementary School	County Cass
Site Physical Address 4401 42nd St. S.	City Fargo
State ND	ZIP Code 58104
Provide the exact date(s) & frequency of each event & type (Ex. Bingo every Friday 10/1-12/31, Raffle - 10/30, 11/30, 12/31, etc.) Friday, October 24th	

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

Game Type	Description of Prize	Exact Retail Value of Prize
Raffle	5" themed baskets	\$100 each
	Homemade Handmaid quilt	\$150
Total (limit \$50,000 per year)		\$650

## ADDITIONAL REQUIRED INFORMATION

Intended Uses of Gaming Proceeds School PTA Fund
Does the organization presently have a state gaming license? (If yes, the organization is not eligible for a local permit or restricted event permit and should call the Office of Attorney General at 1-800-326-9240) <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Has the organization or group received a restricted event permit from any city or county for the fiscal year July 1 - June 30 (If yes, the organization or group does not qualify for a local permit or restricted event permit) <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Has the organization or group received a local permit from an city or county for the fiscal year July 1 - June 30 (If yes, indicate the total retail value of all prizes previously awarded) <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes - Total Retail Value: \$440 (This amount is part of the total prize limit for \$50,000 per fiscal year)
Is the organization or group a state political party or legislative district party? (If yes, the organization or group may only conduct a raffle and must complete SFN 52880 "Report on a Restricted Event Permit" within 30 days of the event. Net proceeds may be for political purposes.) <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No

Printed Name of Organization Group's Permit Organizer Heather Pundt	Telephone Number 651-245-3521	E-mail Address heather.pundt@yahoo.com
Signature of Organization Group's Permit Organizer 	Title Vice President	Date 10/21/2025





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



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

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

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

**ORGANIZATION INFO**

Name of Organization or Group <b>Muscular Dystrophy Association 13-1665552</b>		Dates of Activity (Does not include dates for the sales of tickets) <b>14DEC2025</b>	
Organization or Group Contact Person <b>Tawny Saunders / Wayne Hodges</b>	E-mail <b>tsaunders@mduasa.org/wt-hodges@wiu.edu</b>	Telephone Number <b>303-418-2160 / 309-333-4626</b>	
Business Address <b>1016 W Jackson Blvd #1073</b>	City <b>Chicago</b>	State <b>IL</b>	ZIP Code <b>60607</b>
Mailing Address (if different)	City	State	ZIP Code

**SITE INFO**

Site Name <b>EL ZAGAL</b>		County <b>CASS</b>	
Site Physical Address <b>1429 3RD ST N</b>	City <b>FARGO</b>	State <b>ND</b>	ZIP Code <b>58102</b>
Provide the exact date(s) & frequency of each event & type (Ex. Bingo every Friday 10/1-12/31, Raffle - 10/30, 11/30, 12/31, etc.) <b>ONCE; 12/14</b>			

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

Game Type	Description of Prize	Exact Retail Value of Prize
<b>BINGO</b>	<b>CASH</b>	<b>750.00</b>
Total (limit \$50,000 per year)		<b>\$ 750.00</b>

**ADDITIONAL REQUIRED INFORMATION**

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

Printed Name of Organization Group's Permit Organizer <b>Wayne T. Hodges</b>	Telephone Number <b>309-333-4626</b>	E-mail Address <b>wt-hodges@wiu.edu</b>
Signature of Organization Group's Permit Organizer <i>Wayne Hodges</i>	Title <b>MDA Coordinator</b>	Date <b>Oct 7, 2025</b>





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

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

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

**ORGANIZATION INFO**

Name of Organization or Group <b>Northern Lights Council, Scouting America</b>		Dates of Activity (Does not include dates for the sales of tickets) <b>10/30/25</b>	
Organization or Group Contact Person <b>Kevin Mehrer</b>		E-mail <b>kevin.mehrer2@scouting.org</b>	
Telephone Number <b>701.356.0540</b>			
Business Address <b>4200 19th Ave S.</b>	City <b>Fargo</b>	State <b>ND</b>	ZIP Code <b>58103</b>
Mailing Address (if different)	City	State	ZIP Code

**SITE INFO**

Site Name <b>Avalon Event Center</b>		County <b>Cass</b>	
Site Physical Address <b>2525 9th Ave S.</b>	City <b>Fargo</b>	State <b>ND</b>	ZIP Code <b>58103</b>
Provide the exact date(s) & frequency of each event & type (Ex. Bingo every Friday 10/1-12/31, Raffle - 10/30, 11/30, 12/31, etc.) <b>One Raffle for two donated items only to be held on Oct. 30th, at our Fundraising Gala. Tickets will be sold for, \$20 a ticket.</b>			

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

Game Type	Description of Prize	Exact Retail Value of Prize
Raffle	Donated E-Bike	\$599.99
Raffle	Donated Vacation (Isle of Dreams Lodge)	2,231.04
Total (limit \$50,000 per year)		\$ 2831.03

**ADDITIONAL REQUIRED INFORMATION**

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

Printed Name of Organization Group's Permit Organizer <b>Kevin Mehrer</b>	Telephone Number <b>701-356-0540</b>	E-mail Address <b>kevin.mehrer2@Scouting.org</b>
Signature of Organization Group's Permit Organizer 	Title <b>Development Director</b>	Date <b>10/8/25</b>





# APPLICATION FOR A LOCAL PERMIT OR RESTRICTED EVENT PERMIT

NORTH DAKOTA OFFICE OF ATTORNEY GENERAL

GAMING DIVISION

SFN 9338 (8-2025)



Applying for (check one)

☒ Local Permit ☐ Restricted Event Permit\*

Games to be conducted

☐ Raffle by a Political or Legislative District Party

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

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

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

## ORGANIZATION INFO

Name of Organization or Group <b>Red River Children's Advocacy Cent</b>		Dates of Activity (Does not include dates for the sales of tickets) <b>10/24/2025</b>	
Organization or Group Contact Person <b>Dan Lynum</b>	E-mail <b>dan@rrcac.com</b>	Telephone Number <b>701-478-5853</b>	
Business Address <b>2601 12th Ave. S Suite B</b>	City <b>Fargo</b>	State <b>ND</b>	ZIP Code <b>58103</b>
Mailing Address (if different)	City	State	ZIP Code

## SITE INFO

Site Name <b>Avalon Event Center</b>		County <b>Cass</b>	
Site Physical Address <b>2525 9th Ave S</b>	City <b>Fargo</b>	State <b>ND</b>	ZIP Code <b>58103</b>
Provide the exact date(s) & frequency of each event & type (Ex. Bingo every Friday 10/1-12/31, Raffle - 10/30, 11/30, 12/31, etc.) <b>Friday 10/24/25</b>			

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

Game Type	Description of Prize	Exact Retail Value of Prize
Raffle Board	1le- Camper Rental, Sweatshirt, S'mores Sticks, Mini Camping Lights, Citro	850.00
Raffle Board	Heroes Hall of Gift Cards- Gift Card Bundle	1,500.00
Raffle	Split the Pot- Guests will win 50% of the Pot. 500 tickets @ \$10	2,500.00
Total (limit \$50,000 per year)		\$ 4,850.00

## ADDITIONAL REQUIRED INFORMATION

Intended Uses of Gaming Proceeds <b>All proceeds will go directly to the general fund for the Red River Children's Advocacy Center to support operations and programming</b>	
Does the organization presently have a state gaming license? (If yes, the organization is not eligible for a local permit or restricted event permit and should call the Office of Attorney General at 1-800-326-9240) <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
Has the organization or group received a restricted event permit from any city or county for the fiscal year July 1 - June 30 (If yes, the organization or group does not qualify for a local permit or restricted event permit) <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
Has the organization or group received a local permit from an city or county for the fiscal year July 1 - June 30 (If yes, indicate the total retail value of all prizes previously awarded) <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes - Total Retail Value: <b>10,065</b> (This amount is part of the total prize limit for \$50,000 per fiscal year)	
Is the organization or group a state political party or legislative district party? (If yes, the organization or group may only conduct a raffle and must complete SFN 52880 "Report on a Restricted Event Permit" within 30 days of the event. Net proceeds may be for political purposes.) <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	

Printed Name of Organization Group's Permit Organizer <b>Dan Lynum</b>	Telephone Number <b>701-478-5853</b>	E-mail Address <b>dan@rrcac.com</b>
Signature of Organization Group's Permit Organizer <i>Daniel Lynum</i>	Title <b>Community Impact Lead</b>	Date <b>9/26/2025</b>



LOCAL PERSON SAMPLES MAY ONLY BE CONDUCTED ONCE AND CREDIT CARDS MAY NOT BE USED FOR WAGERS

Affiliated Party: <u>Chaparral Citizens' Political Organization</u> Name: <u>Wanda R. Foxstrom</u> Address: <u>1211 W. 1st St.</u> <u>Phoenix, AZ 85006</u>	Registration Number: <u>01 200 25103</u> Title: <u>Physician</u>	E-mail Address: <u>FOXSTROM@CICPHX.COM</u> Date: <u>10/7/2005</u>
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**APPLICATION FOR A LOCAL PERMIT OR RESTRICTED EVENT PERMIT**  
**NORTH DAKOTA OFFICE OF ATTORNEY GENERAL**  
**GAMING DIVISION**  
 SFN 9338 (8-2025)

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

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

**ORGANIZATION INFO**

Name of Organization or Group River Keepers		Dates of Activity (Does not include dates for the sales of tickets) 10/23/2025	
Organization or Group Contact Person Christine Holland		E-mail christine@riverkeepers.org	Telephone Number 701.235.2895
Business Address 1120 28th Ave. N., Ste. B	City Fargo	State ND	ZIP Code 58102
Mailing Address (if different)	City	State	ZIP Code

**SITE INFO**

Site Name Gate City Bank		County Cass	
Site Physical Address 500 2nd Ave. N.	City Fargo	State ND	ZIP Code 58102
Provide the exact date(s) & frequency of each event & type (Ex. Bingo every Friday 10/1-12/31, Raffle - 10/30, 11/30, 12/31, etc.) 10/23/2025			

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

Game Type	Description of Prize	Exact Retail Value of Prize
Raffle	See attached	See attached
Total (limit \$50,000 per year)		\$ 450

**ADDITIONAL REQUIRED INFORMATION**

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

Printed Name of Organization Group's Permit Organizer Christine Holland	Telephone Number 701.235.2895	E-mail Address christine@riverkeepers.org
Signature of Organization Group's Permit Organizer <i>Christine Holland</i>	Title Executive Director	Date 10/7/2025



Item	Value
Race the Red large T-shirt	\$15
Race the Red large tank top	\$15
Sea turtle paint by numbers	\$10
For Love of a River book, two dry bags, whistle	\$40
River Keepers handmade bag	\$40
Magnifi grilling set	\$25
Moorhead Billiards Gift Certificates	\$20
NDSU Simply Modern 30 oz Tumbler	\$30
Contigo 40 oz Tumbler	\$30
Mixed beer and Junkyard glass	\$20
Raspberry apple wine with two wine glasses	\$30
Who's Most Likely To game	\$20
Irish Cream Liqueur	\$20
Fargo Theater two tickets	\$20
Mixed 6 pack beer and cider with Dot's pretzels	\$20
4 free tickets to Thunder Road	\$30
4 handcrafted soaps	\$20
Ant farm	\$45
	\$450





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

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

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

**ORGANIZATION INFO**

Name of Organization or Group <b>Sharehouse Foundation</b>		Dates of Activity (Does not include dates for the sales of tickets) <b>October 22, 2025</b>	
Organization or Group Contact Person <b>Julie Rivenes</b>	E-mail <b>jrivenes@sharehouse.org</b>	Telephone Number <b>701-478-9518</b>	
Business Address <b>4227 9th Ave S</b>	City <b>Fargo</b>	State <b>ND</b>	ZIP Code <b>58103</b>
Mailing Address (if different)	City	State	ZIP Code

**SITE INFO**

Site Name <b>Avalon Events Center</b>		County <b>Cass</b>	
Site Physical Address <b>2525 9th Ave S</b>	City <b>Fargo</b>	State <b>ND</b>	ZIP Code <b>58103</b>
Provide the exact date(s) & frequency of each event & type (Ex. Bingo every Friday 10/1-12/31, Raffle - 10/30, 11/30, 12/31, etc.) <b>October 22, 2025 9:00am</b>			

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

Game Type	Description of Prize	Exact Retail Value of Prize
50/50 Raffle	1/2 Cash Proceeds taken in	
Total (limit \$40,000 per year)		\$

**ADDITIONAL REQUIRED INFORMATION**

Intended Uses of Gaming Proceeds <b>The Funds will go towards the Foundation General Fund which is used for items most needed to serve our clients.</b>	
Does the organization presently have a state gaming license? (If yes, the organization is not eligible for a local permit or restricted event permit and should call the Office of Attorney General at 1-800-326-9240) <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
Has the organization or group received a restricted event permit from any city or county for the fiscal year July 1 - June 30 (If yes, the organization or group does not qualify for a local permit or restricted event permit) <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
Has the organization or group received a local permit from an city or county for the fiscal year July 1 - June 30 (If yes, indicate the total retail value of all prizes previously awarded) <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes - Total Retail Value: <input type="text"/> (This amount is part of the total prize limit for \$40,000 per fiscal year)	
Is the organization or group a state political party or legislative district party? (If yes, the organization or group may only conduct a raffle and must complete SFN 52880 "Report on a Restricted Event Permit" within 30 days of the event. Net proceeds may be for political purposes.) <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	

Printed Name of Organization Group's Permit Organizer <b>Julie Rivenes</b>	Telephone Number <b>701-478-9518</b>	E-mail Address <b>jrivenes@sharehouse.org</b>
Signature of Organization Group's Permit Organizer 	Title <b>Executive Director, ShareHouse Foundation</b>	Date <b>9/25/2025</b>





# APPLICATION FOR A LOCAL PERMIT OR RESTRICTED EVENT PERMIT

NORTH DAKOTA OFFICE OF ATTORNEY GENERAL

GAMING DIVISION

SFN 9338 (8-2025)

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

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

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

## ORGANIZATION INFO

Name of Organization or Group <b>Shiloh Masonic Lodge #1</b>		Dates of Activity (Does not include dates for the sales of tickets) <b>4-25-2026</b>	
Organization or Group Contact Person <b>Jeff Avelsgaard</b>		E-mail <b>jeff.avelsgaard@gmail.com</b>	Telephone Number <b>701-799-3888</b>
Business Address <b>1405 3rd st n</b>	City <b>Fargo</b>	State <b>nd</b>	ZIP Code <b>58102</b>
Mailing Address (if different) <b>jeff avelsgaard 2926 10th st n</b>	City <b>Fargo</b>	State <b>nd</b>	ZIP Code <b>58102</b>

## SITE INFO

Site Name <b>El Zagal Shrine</b>		County <b>Cass</b>	
Site Physical Address <b>1429 3rd st n</b>	City <b>Fargo</b>	State <b>ND</b>	ZIP Code <b>581024-25-</b>
Provide the exact date(s) & frequency of each event & type (Ex. Bingo every Friday 10/1-12/31, Raffle - 10/30, 11/30, 12/31, etc.) <b>4-25-2026</b>			

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

Game Type	Description of Prize	Exact Retail Value of Prize
<b>Raffle</b>	<b>28" Blackstone Grill</b>	<b>\$379.99</b>
<b>Raffle</b>	<b>Vexilar FLX-28</b>	<b>\$529.99</b>
Total (limit \$50,000 per year)		<b>\$ 2374.96</b>

## ADDITIONAL REQUIRED INFORMATION

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

Printed Name of Organization Group's Permit Organizer <b>Jeff Avelsgaard</b>	Telephone Number <b>701-799-3888</b>	E-mail Address <b>jeff.avelsgaard@gmail.com</b>
Signature of Organization Group's Permit Organizer 	Title <b>Secretary</b>	Date <b>10-5-2025</b>



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

Game Type	Description of Prize	Exact Retail Value of Prize
Raffle	Smith & Wesson Shield 9mm	\$499.99
Raffle	Henry Golden Boy .22LR	\$549.99
Raffle	Yeti Roadie 32 wheeled cooler	\$375.00
Total (limit \$40,000 per year)		\$

ADDITIONAL REQUIRED INFORMATION





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

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

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

**ORGANIZATION INFO**

Name of Organization or Group <b>Northern Lights Council, Scouting America</b>		Dates of Activity (Does not include dates for the sales of tickets) <b>10/30/25</b>	
Organization or Group Contact Person <b>Kevin Mehrer</b>	E-mail <b>kevin.mehrer2@scouting.org</b>	Telephone Number <b>701.356.0540</b>	
Business Address <b>4200 19th Ave S.</b>	City <b>Fargo</b>	State <b>ND</b>	ZIP Code <b>58103</b>
Mailing Address (if different)	City	State	ZIP Code

**SITE INFO**

Site Name <b>Avalon Event Center</b>		County <b>Cass</b>	
Site Physical Address <b>2525 9th Ave S.</b>	City <b>Fargo</b>	State <b>ND</b>	ZIP Code <b>58103</b>
Provide the exact date(s) & frequency of each event & type (Ex. Bingo every Friday 10/1-12/31, Raffle - 10/30, 11/30, 12/31, etc.) <b>One Raffle for two donated items only to be held on Oct. 30th, at our Fundraising Gala. Tickets will be sold for, \$20 a ticket.</b>			

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

Game Type	Description of Prize	Exact Retail Value of Prize
Raffle	Donated E-Bike	\$599.99
Raffle	Donated Vacation (Isle of Dreams Lodge)	2,231.04
Total (limit \$50,000 per year)		\$ 2831.03

**ADDITIONAL REQUIRED INFORMATION**

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

Printed Name of Organization Group's Permit Organizer <b>Kevin Mehrer</b>	Telephone Number <b>701-356-0540</b>	E-mail Address <b>kevin.mehrer2@Scouting.org</b>
Signature of Organization Group's Permit Organizer 	Title <b>Development Director</b>	Date <b>10/8/25</b>





# APPLICATION FOR A LOCAL PERMIT OR RESTRICTED EVENT PERMIT

NORTH DAKOTA OFFICE OF ATTORNEY GENERAL

GAMING DIVISION

SFN 9338 (8-2025)

Applying for (check one)

☒ Local Permit ☐ Restricted Event Permit\*

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

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

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

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

## ORGANIZATION INFO

Name of Organization or Group

**Family Wellness**

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

**October 23<sup>rd</sup>, 2025**

Organization or Group Contact Person

**Charles Perhus**

E-mail

**charles.perhus@sanfordhealth.org**

Telephone Number

**7018661806**

Business Address

**2960 Seter Pkwy**

City

**Fargo**

State

**ND**

ZIP Code

**58104**

Mailing Address (if different)

City

State

ZIP Code

## SITE INFO

Site Name

**Family Wellness**

County

**Cass**

Site Physical Address

**2960 Seter Pkwy**

City

**Fargo**

State

**ND**

ZIP Code

**58104**

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

**Raffle - October 25th**

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

Game Type	Description of Prize	Exact Retail Value of Prize
<b>Raffle</b>	<b>8 Raffle Baskets</b>	<b>\$100 each</b>
Total (limit \$50,000 per year)		\$ <b>800</b>

## ADDITIONAL REQUIRED INFORMATION

Intended Uses of Gaming Proceeds

**Improvements to childcare facility**

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

☐ Yes ☒ No

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

☐ Yes ☒ No

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

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

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

☐ Yes ☒ No

Printed Name of Organization Group's Permit Organizer

**Cory Herrmann**

Telephone Number

**7012342400**

E-mail Address

**CORY.HERRMANN@SanfordHealth.org**

Signature of Organization Group's Permit Organizer

Title

**Executive Director**

Date

**10/6/2025**





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

Applying for (check one)

☒ Local Permit
 ☐ Restricted Event Permit\*
Games to be conducted ☐ Raffle by a Political or Legislative District Party
☐ Bingo
 ☒ Raffle
 ☐ Raffle Board
 ☐ Calendar Raffle
 ☐ Sports Pool
 ☐ Poker\*
 ☐ Twenty-One\*
 ☐ Paddlewheels\*

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

**ORGANIZATION INFO**

Name of Organization or Group <b>Freedom Resource Center</b>		Dates of Activity (Does not include dates for the sales of tickets) <b>05-07-2026</b>	
Organization or Group Contact Person <b>Machaela Mund</b>	E-mail <b>machaelam@freedomrc.org</b>	Telephone Number <b>7014780459</b>	
Business Address <b>2701 9th Ave S Suite H</b>	City <b>Fargo</b>	State <b>ND</b>	ZIP Code <b>58103</b>
Mailing Address (if different)	City	State	ZIP Code

**SITE INFO**

Site Name <b>The Avalon Event Center</b>	County <b>Cass</b>		
Site Physical Address <b>2525 9th Ave S</b>	City <b>Fargo</b>	State <b>ND</b>	ZIP Code <b>58103</b>
Provide the exact date(s) & frequency of each event & type (Ex. Bingo every Friday 10/1-12/31, Raffle - 10/30, 11/30, 12/31, etc.) <b>Raffle for door prizes. 5/7/26</b>			

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

Game Type	Description of Prize	Exact Retail Value of Prize
Raffle	Donated Baskets/Prizes where people will purchase raffle tickets	\$250 per basket
Total (limit \$50,000 per year)		\$ <b>≈ 3,000</b>

**ADDITIONAL REQUIRED INFORMATION**

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

Printed Name of Organization Group's Permit Organizer <b>Machaela Mund</b>	Telephone Number <b>7014780459</b>	E-mail Address <b>machaelam@freedomrc.org</b>
Signature of Organization Group's Permit Organizer <i>Machaela Mund</i>	Title <b>Resource Specialist</b>	Date <b>10/08/2025</b>





APPLICATION FOR A LOCAL PERMIT OR RESTRICTED EVENT PERMIT  
NORTH DAKOTA OFFICE OF ATTORNEY GENERAL  
GAMING DIVISION  
SPR 8330 (A-2025)

☐ **Legislation** ☐ **Committee** ☐ **Executive Order** ☐ **Presidential Proclamation** ☐ **Other**

☐ **Legislation** ☐ **Committee** ☐ **Executive Order** ☐ **Presidential Proclamation** ☐ **Other**

**LEGAL PHOTO RAFFLES MAY NOT BE CONDUCTED ONLINE AND CREDIT CARDS MAY NOT BE USED FOR PURCHASES**

ORGANIZATION NAME (REG)		Dates of Activity, Check and Invoice Dates for the sales of goods	
Name of Organization or Group		Date of Activity	
Rosa Renee Crookes, MARINE Corps VETERAN		11/15/2015	
Organization's Group Contact Person		Telephone Number	
LISA FORSTAN		505.270.4110	
Organization Address		City	
16234 37TH ST SE		West Fargo	
Mailing Address (if different)		State	
		ND	
		Zip Code	
		58078	

DATE: 11/8/2025  
 TIME: 1:59:50  
 LOCATION: 11/8/2025 - 1:59:50  
 NAME: JESSIE B. BROWN  
 ADDRESS: 11/8/2025 - 1:59:50  
 CITY: 11/8/2025 - 1:59:50  
 STATE: 11/8/2025 - 1:59:50  
 ZIP: 11/8/2025 - 1:59:50  
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1. NAME John Marshall Tickets / Donation To Lisbon Vets Home  
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Printed Name of Corporation/Company's Parent Organization Lisa B. Janssen	Telephone Number DL 200 27063	E-mail Address YOLANDA@GMAIL.COM
Signature of Corporation/Company's Parent Organization Lisa B. Janssen	Date 10/7/2015	



Prize / Award	Info Cont.	Value
Frame Top	Desk	
Chinese Raffle	Headquarters Bag Gift Basket	30
	50 Hoses Gift Card	\$50
	\$50	
	2 - \$20 Gift Cards	\$40
	Petro Store	
	Marine Corps	\$50
	Shirt Hat - Cup	



**Page 72 APPLICATION FOR A LOCAL PERMIT OR RESTRICTED EVENT PERMIT**

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



Applying for (check one)

☒ Local Permit ☐ Restricted Event Permit\*

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

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

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

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

**ORGANIZATION INFO**

Name of Organization or Group <b>United Way of Cass-Clay</b>		Dates of Activity (Does not include dates for the sales of tickets) <b>Tuesday, November 4, 2025</b>	
Organization or Group Contact Person <b>Briana Nupdal</b>	E-mail <b>bnupdal@unitedwaycassclay.org</b>	Telephone Number <b>(701) 237-5050</b>	
Business Address <b>4351 23rd Ave South</b>	City <b>Fargo</b>	State <b>ND</b>	ZIP Code <b>58104</b>
Mailing Address (if different) <b>PO Box 1609</b>	City <b>Fargo</b>	State <b>ND</b>	ZIP Code <b>58107</b>

**SITE INFO**

Site Name <b>Delta Hotels by Marriott Fargo</b>		County <b>Cass</b>	
Site Physical Address <b>1635 42nd St SW</b>	City <b>Fargo</b>	State <b>ND</b>	ZIP Code <b>58103</b>

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

**1 Heads or Tails game and 5 Raffle Boards during United for Impact Women's Luncheon fundraising event for United Way of Cass-Clay. Sales of game paddles and raffle board squares and drawing of winners will all happen during the event on November 4, 2025.**

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

Game Type	Description of Prize	Exact Retail Value of Prize
Heads or Tails Game	1 Pair of 14k White Gold 0.9 Carat Brilliant Cut Diamond Earrings	4,000.00
Raffle Boards	Descriptions of Each of 5 Raffle Boards on Separate, Attached Sheet	11,264.00
Total (limit \$50,000 per year)		\$ 15,264.00

**ADDITIONAL REQUIRED INFORMATION**

Intended Uses of Gaming Proceeds <b>Proceeds will benefit United Way's efforts towards supporting local programs and services preparing children in need to succeed.</b>	
Does the organization presently have a state gaming license? (If yes, the organization is not eligible for a local permit or restricted event permit and should call the Office of Attorney General at 1-800-326-9240) <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
Has the organization or group received a restricted event permit from any city or county for the fiscal year July 1 - June 30 (If yes, the organization or group does not qualify for a local permit or restricted event permit) <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
Has the organization or group received a local permit from an city or county for the fiscal year July 1 - June 30 (If yes, indicate the total retail value of all prizes previously awarded) <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes - Total Retail Value: <b>8,075.00</b> (This amount is part of the total prize limit for \$50,000 per fiscal year)	
Is the organization or group a state political party or legislative district party? (If yes, the organization or group may only conduct a raffle and must complete SFN 52880 "Report on a Restricted Event Permit" within 30 days of the event. Net proceeds may be for political purposes.) <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	

Printed Name of Organization Group's Permit Organizer <b>Briana Nupdal</b>	Telephone Number <b>(701) 237-5050</b>	E-mail Address <b>bnupdal@unitedwaycassclay.org</b>
Signature of Organization Group's Permit Organizer 	Title <b>Senior Community Engagement Manager</b>	Date <b>Nov 4, 2025</b>



Additional page of “prize / award info” for United Way of Cass-Clay’s Raffle Permit for the United for Impact Women’s Luncheon event on Tuesday, November 4, 2025.

**Complete list of all 5 Raffle Boards:**

<b>Game Type</b>	<b>Description of Prize</b>	<b>Exact Retail Value of Prize</b>
Raffle Board	10 Wild Hockey Tickets in Private Suite for Dec. 20 <sup>th</sup> Game	\$ 2,500
Raffle Board	\$500 SCHEELS Gift Card and Coach Brooklyn Shoulder Bag	\$ 1,050
Raffle Board	Private 3-Hour Moonglade Thermocycling Session for up to 12 People, Copper Water Bottle, Sauna Hat, and Robe	\$ 3,164
Raffle Board	200 Units of Botox from Fargo Center for Dermatology, Purse, and dr. rachel ness Medical Skincare Products	\$ 3,000
Raffle Board	YSL Black Leather Shopping Tote	\$1,550
	<b>Total for all 5 Raffle Boards</b>	<b>\$ 11,264</b>





# APPLICATION FOR A LOCAL PERMIT OR RESTRICTED EVENT PERMIT

NORTH DAKOTA OFFICE OF ATTORNEY GENERAL

GAMING DIVISION

SFN 9338 (8-2025)

Applying for (check one)

☒ Local Permit ☐ Restricted Event Permit\*

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

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

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

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

## ORGANIZATION INFO

Name of Organization or Group <b>United Way of Cass-Clay</b>		Dates of Activity (Does not include dates for the sales of tickets) <b>11/7/25</b>	
Organization or Group Contact Person <b>Tiffany McShane</b>	E-mail <b>tmcshane@unitedwaycassclay.org</b>	Telephone Number <b>701-237-5050</b>	
Business Address <b>4351 23rd Avenue South</b>	City <b>Fargo</b>	State <b>ND</b>	ZIP Code <b>58104</b>
Mailing Address (if different)	City	State	ZIP Code

## SITE INFO

Site Name <b>Holiday Inn of Fargo</b>		County <b>Cass</b>	
Site Physical Address <b>3803 13th Ave S</b>	City <b>Fargo</b>	State <b>ND</b>	ZIP Code <b>58103</b>
Provide the exact date(s) & frequency of each event & type (Ex. Bingo every Friday 10/1-12/31, Raffle - 10/30, 11/30, 12/31, etc.) <b>Raffle - hosting sales &amp; drawing on 11/7/25</b>			

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

Game Type	Description of Prize	Exact Retail Value of Prize
<b>See attachment</b>		
Total (limit \$50,000 per year)		\$

## ADDITIONAL REQUIRED INFORMATION

Intended Uses of Gaming Proceeds <b>Towards United Way's Mission of lifting families out of poverty</b>	
Does the organization presently have a state gaming license? (If yes, the organization is not eligible for a local permit or restricted event permit and should call the Office of Attorney General at 1-800-326-9240) <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
Has the organization or group received a restricted event permit from any city or county for the fiscal year July 1 - June 30 (If yes, the organization or group does not qualify for a local permit or restricted event permit) <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
Has the organization or group received a local permit from an city or county for the fiscal year July 1 - June 30 (If yes, indicate the total retail value of all prizes previously awarded) <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes - Total Retail Value: <b>23,339.00</b> (This amount is part of the total prize limit for \$50,000 per fiscal year)	
Is the organization or group a state political party or legislative district party? (If yes, the organization or group may only conduct a raffle and must complete SFN 52880 "Report on a Restricted Event Permit" within 30 days of the event. Net proceeds may be for political purposes.) <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	

Printed Name of Organization Group's Permit Organizer <b>Tiffany McShane</b>	Telephone Number <b>701-237-5050</b>	E-mail Address <b>tmcshane@unitedwaycassclay.org</b>
Signature of Organization Group's Permit Organizer 	Title <b>Senior Director of Community Engagement</b>	Date <b>Oct 9, 2025</b>



## Application for Local Permit for United Way of Cass-Clay

## Attachment of Prize/Award Info

Game Type	Description of Prize	Exact Retail Value of Prize
Raffle	Restaurant Gift Cards: Nova Eatery	\$75
Raffle	Restaurant Gift Cards: Blarney Stone	\$75
Raffle	Restaurant Gift Cards: 84 Italian	\$75
Raffle	Restaurant Gift Cards: Piggy BBQ	\$75
Raffle	Restaurant Gift Cards: Hooligans	\$75
Raffle	Restaurant Gift Cards: The Tavern Grill	\$75
Raffle	Restaurant Gift Cards: Southtown Pourhouse	\$75
Raffle	Restaurant Gift Cards: Marge's Diner	\$50
	<b>Total Value:</b>	<b>\$575</b>





# APPLICATION FOR A LOCAL PERMIT OR RESTRICTED EVENT PERMIT

NORTH DAKOTA OFFICE OF ATTORNEY GENERAL

GAMING DIVISION

SFN 9338 (8-2025)



Applying for (check one)

☒ Local Permit
 ☐ Restricted Event Permit\*

Games to be conducted

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

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

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

## ORGANIZATION INFO

Name of Organization or Group <b>AMVETS Ladies Auxiliary Department of ND</b>		Dates of Activity (Does not include dates for the sales of tickets) <b>May 16th 2026</b>	
Organization or Group Contact Person <b>Vicki Trimmer</b>		E-mail <b>VICKTrim1@gmail.com</b>	Telephone Number <b>701-306-6096</b>
Business Address <b>1913 18th St S</b>		City <b>Fargo</b>	State <b>ND</b>
Mailing Address (if different)		City <b>Fargo</b>	State <b>ND</b>
		ZIP Code <b>58103</b>	ZIP Code <b>58103</b>

## SITE INFO

Site Name <b>Ramada Inn Fargo</b>		County <b>CASS</b>	
Site Physical Address <b>3333 13th Ave S</b>		City <b>Fargo</b>	State <b>ND</b>
		ZIP Code <b>58103</b>	ZIP Code <b>58103</b>

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

**Raffle - May 16th 2026**

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

Game Type	Description of Prize	Exact Retail Value of Prize
Raffle	1st \$1,000.00 Cash	
Raffle	2nd \$ 750.00 Cash	
Raffle	3rd \$ 500.00 Cash	
Total (limit \$50,000 per year)		\$ <b>2250</b>

## ADDITIONAL REQUIRED INFORMATION

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

Printed Name of Organization Group's Permit Organizer <b>Vicki Trimmer</b>	Telephone Number <b>701-306-6096</b>	E-mail Address <b>VICKTrim1@gmail.com</b>
Signature of Organization Group's Permit Organizer <b>Vicki Trimmer</b>	Title <b>Department President</b>	Date <b>10-9-2025</b>



(12)

## REPORT OF ACTION

### PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

Project No. NR-24-A0

Type: Amendment #2

Location: Storm Sewer Lift Station #27

Date of Hearing: 10/6/2025

RoutingDate

City Commission

10/13/2025

PWPEC File

X

Project File

Rob Hasey

The Committee reviewed the accompanying correspondence from Storm Sewer Utility Engineer, Rob Hasey, related to Amendment #2 in the amount of \$77,350.00 for additional work.

Staff is recommending approval of Amendment #2 in the amount of \$77,350.00, bringing the total contract amount to \$673,711.00.

On a motion by Steve Sprague, seconded by Nicole Crutchfield, the Committee voted to recommend approval of Amendment #2 to Apex Engineering.

RECOMMENDED MOTION

Concur with the recommendations of PWPEC and approve Amendment #2 in the amount of \$77,350.00, bringing the total contract amount to \$673,711.00 to Apex Engineering.

PROJECT FINANCING INFORMATION:Recommended source of funding for project: Flood Sales Tax

Yes    No

Developer meets City policy for payment of delinquent specials

N/A

Agreement for payment of specials required of developer

N/A

Letter of Credit required (per policy approved 5-28-13)

N/ACOMMITTEE

Present	Yes	No	Unanimous
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Tim Mahoney, Mayor

Nicole Crutchfield, Director of Planning

Gary Lorenz, Fire Chief

Brenda Derrig, Assistant City Administrator

Ben Dow, Director of Operations

Steve Sprague, City Auditor

Tom Knakmuhs, City Engineer

Susan Thompson, Finance Director

ATTEST:

C: Kristi Olson



Tom Knakmuhs, P.E.  
City Engineer



## Memorandum

**To:** Members of PWPEC

**From:** Rob Hasey – Storm Sewer Utility Engineer

**Date:** October 6, 2025

**Subject:** Contract Amendment #2  
Storm Sewer Lift Station #27 Reconstruction – Project #NR-24-A0

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Project #NR-24-A0 is the design contract with Apex Engineering for reconstructing storm sewer lift station #27 located on 32<sup>nd</sup> Avenue South east of 11<sup>th</sup> Street South.

Apex is requesting additional construction administration and material testing required for the project.

Apex Engineering estimated a budget of \$3,000 for materials testing for the lift station in the initial scope of work submittal. As project design progressed the City added the earthen levee east of the YWCA building which requires geotechnical testing for soil density. The lift station also increased in size and complexity during design which requires increased concrete & soil density testing. An additional \$30,000 is requested to account for material testing that has accrued to date and anticipated testing needed to complete the project.

Shop drawing review for the pumping equipment and specialized pump formed suction intake has also required extra review and coordination between the pump suppliers and designers. Several reviews of submittals and coordination meetings were necessary to complete this task. Apex is requesting an additional \$21,700 in construction administration fees to account for the added costs associated with the formed suction intake review and approval.

Additional work beyond the initial scoping request has also occurred with the residential property at the east end of 32<sup>nd</sup> Avenue South. Apex has been involved with several on-site meetings during construction to assist with coordinating between the two projects. Apex was also asked to review levee tie ins between the new levee installed on the YWCA property and the existing embankment north of 1102 32<sup>nd</sup> Avenue South. The additional costs for the additional property owner coordination total \$19,060.

Additional time was also needed to address tying in to the existing 60" RCP storm sewer pipe. The storm sewer was several feet south of the anticipated location and this was not discovered until the lift station shoring had been installed. Additional design fees to intercept the existing 60" RCP and connect to the storm sewer lift station totaled \$6,590.

### **Recommended Motion:**

Approve Contract Amendment #2 in the amount of \$77,350.00 to Apex Engineering.

Source of funding: 100% Sales Tax Funds – Flood Control – 460.



**Engineering Services Agreement**  
**Amendment #2 – Project No. NR-24-A1**

**Project:** Amendment #2 for Phase IV – Construction Engineering Services  
 Storm Sewer Lift Station #27 Reconstruction  
 City of Fargo Project No. NR-24-A1  
 Apex Project No. 22.103.0151

**Client:** City of Fargo (Engineering Department)  
 Attn: Nathan Boerboom, PE – Engineering Department

**Background / Description of Work:**

This amendment includes additional time required by Apex Engineering Group to provide Engineering Services for the following:

- Shop Drawing Review / Submittals
- Adjacent Property Owner Coordination / Exhibit Preparation
- Storm Sewer Revisions
- Construction Materials Testing

These tasks were not included within our original scope and fee or included in Amendment #1.

The additional time to provide the above-mentioned tasks is represented in the following:

1. Attachment #1 – Scope of Services and Summary of Hours / Fee = \$77,350

**Fee Amendment Request:**

Amendment #2: Phase IV = **\$77,350**

**Contract Terms & Conditions:**

Apex Engineering Group, Inc. ("Consultant") hereby proposes, and the City of Fargo ("City") hereby authorizes, the above-described Amendment #2 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 23<sup>rd</sup>, 2022.

**City of Fargo Authorization:**

Signature: \_\_\_\_\_  
 Dr. Tim Mahoney

Title: \_\_\_\_\_  
 Mayor

Date: \_\_\_\_\_

**Consultant:**

Signature: \_\_\_\_\_  
 Joshua C. Olson

Title: \_\_\_\_\_  
 Vice President

Date: \_\_\_\_\_  
 September 10, 2025



## **Attachment #1**

### **Amendment Request - #2 Scope of Services and Summary of Hours / Fee Additional Work in Phase IV: Construction Engineering Services For Storm Sewer Lift Station #27 Reconstruction City of Fargo Project No. NR-24-A1**

**Apex Engineering Group, Inc.**  
**Client: City of Fargo**

This scope of services pertains to the supplemental request for additional work on the Storm Sewer Lift Station #27 Reconstruction project. The additional service within this request includes the time necessary to provide Engineering Services for the following:

- Shop Drawing Review / Submittals
- Adjacent Property Owner Coordination / Exhibit Preparation
- Storm Sewer Revisions
- Construction Materials Testing (Pass-through expense from Braun Intertec)

These tasks took additional time to complete prior to and during construction that was not estimated in our original scope and fee or included in Amendment #1.

#### **PHASE IV: LIFT #27 CONSTRUCTION AND CLOSEOUT SERVICES**

##### **TASK 7: CONSTRUCTION ADMINISTRATION**

###### **7.02 Shop Drawing Review / Submittals**

- This additional time was used to work through the shop drawing reviews / submittals for the pump / FSI equipment. It took 4 or 5 resubmittals and 4 meetings (3 internal and 1 with the contractor & supplier) before all issues were resolved:
  - Senior Engineer: 40 hrs x \$221 = \$8,840
  - Senior Environmental Engineer: 20 hrs x \$235 = \$4,700
  - Lead Engineer: 40 hrs x \$207 = \$8,280
  - **Subtotal = \$21,700**

###### **7.03 Adjacent Property Owner Coordination / Exhibit Preparation:**

- Our original estimate did not include the additional time below for the ongoing adjacent property owner coordination and exhibit preparation to resolve driveway, earthwork, and private property drainage modifications during the construction phase of the project. This additional time included on-site meetings with property owners to review construction plans (4 meetings) and resolve access control. It also included the preparation of exhibits (4) to reference when modifications were made and the design of earthwork tie in, driveway locations and private drainage:



- Senior Engineer: 40 hrs x \$221 = \$8,840
- Grad Eng (Inspector): 70 Hrs x \$146 = \$10,220
- **Subtotal = \$19,060**

**7.04 Storm Sewer Revisions:**

- This task includes the time to modify the proposed storm sewer and add a manhole to adjust the plan and account for the existing location of the 60" RCP pipe, which was further south than the as-built records indicated:
  - Senior Engineer: 10 hrs x \$221 = \$2,210
  - Grad Eng (Inspector): 30 Hrs x \$146 = \$4,380
  - **Subtotal = \$6,590**

**SUBTOTAL – TASK 7 CONSTRUCTION ADMINISTRATION = \$47,350**

**TASK 8: CONSTRUCTION MATERIALS TESTING**

**8.01 Construction Materials Testing:**

- Our original estimate did not include the materials testing required for the levee and assumed a smaller lift station than what was ultimately built. This is a pass-through expense that Apex subconsultants to Braun Intertec, with no prime mark up to the fee:
  - Additional materials testing fee to meet project specifications = \$30,000
  - **Subtotal = \$30,000**

**SUBTOTAL – TASK 8 CONSTRUCTION MATERIALS TESTING = \$30,000**

**TOTAL FOR AMENDMENT #2 = \$77,350**



## PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

Project No. NR-23-A3 Type: Time Extension (Final Balancing Change Order #2)

Location: Storm Sewer Lift Stations # 47 & #48 on 38<sup>th</sup> St S at Drain 27 Date of Hearing: 10/6/2025

<u>Routing</u>	<u>Date</u>
City Commission	10/13/2025
PWPEC File	X
Project File	Christine Goldader

The Committee reviewed the accompanying correspondence from Project Manager, Christine Goldader, related to Final Balancing Change Order #2 which extends the Substantial Completion Date to October 31, 2024 and the Final Completion Date to July 31, 2025.

Staff is recommending approval of Final Balancing Change Order #2 as described above.

On a motion by Steve Sprague, seconded by Nicole Crutchfield, the Committee voted to recommend approval of the time extension (Final Balancing Change Order #2) to Fusion Automation.

RECOMMENDED MOTION

Concur with recommendations of PWPEC and approve the time extension (Final Balancing Change Order #2) to the Substantial and Final Completion Dates, extending them to October 31, 2024 and July 31, 2025 to Fusion Automation.

PROJECT FINANCING INFORMATION:

Recommended source of funding for project: Sales Tax

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

Yes	No
	N/A
	N/A
	N/A


COMMITTEE

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

Present	Yes	No	Unanimous
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ATTEST:

C: Kristi Olson

  
 Tom Knakmuhs, P.E.  
 City Engineer



## Memorandum

**To:** Members of PWPEC  
**From:** Christine Goldader, Project Manager  
**Date:** September 29, 2025  
**Re:** Project No. NR-23-A3 – Final Balancing Change Order #2 (Time Extension)

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### Background:

Fusion Automation Inc. is the Electrical Contractor for Project No. NR-23-A3, reconstruction of storm sewer lift stations #47 and #48 at 38<sup>th</sup> Street South and Cass County Drain 27.

This is no cost change order request. The substantial completion date is requested to be extended to 10/31/2024 to complete remaining lift station items and the majority of punchlist items. The final completion date is requested to be extended to 7/31/2025 to complete the remaining light pole base reinstallation and all remaining punchlist items. The requested changes to completion dates have no impact on the functionality of the project and do not affect the public. This change order will extend substantial completion date to 10/31/2024 and the final completion date to 7/31/2025.

### Final Balancing Change Order #2:

- 1.) Extend the substantial completion date from 9/30/2024 to 10/31/2024.
- 2.) Extend the final completion date from 10/31/2024 to 7/31/2025.

### Recommended Motion:

Approve Final Balancing Change Order #2 to Fusion Automation Inc.

Attachment





Final Balancing  
Change Order

CHANGE ORDER REPORT  
DRAIN #27 LIFT STATION #47 & #48 - ELECTRICAL  
PROJECT NO. NR-23-A3  
STORM SEWER LIFT STATIONS #47 & #48 ON 38TH STREET SOUTH AT CASS  
COUNTY DRAIN 27.

8/6/2025

Change Order Date

Change Order No 2  
Contractor Fusion Automation Inc.

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

EXPLANATION OF CHANGE Change Order # 2  
Final Balancing Change Order for final payment.

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 (\$)
									Sub Total	\$0.00



Summary.

Source Of Funding	Infrastructure Sales Tax Fund 460
Net Amount Change Order # 3 (\$)	\$0.00
Previous Change Orders (\$)	\$0.00
Original Contract Amount (\$)	\$290,209.31
Total Contract Amount (\$)	\$290,209.31

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
9/30/2024	10/31/2024
Additional Days Substantial Completion	Additional Days Final Completion
31	273
New Substantial Completion Date	New Final Completion Date
10/31/2024	7/31/2025
Interim Completion Dates	



APPROVED  
For Contractor  
Title

  
Fusion Automation Inc  
Finance / HR

APPROVED DATE  
Department Head  
Mayor  
Attest





August 6, 2025

Christine Goldader  
City of Fargo Engineering  
225 4<sup>th</sup> Street North  
Fargo, ND 58102

**Subject: Change Order 2 Recommendations**  
**NR-23-A3 Drain 27 Lift Station #47 & #48 Replacement/Rehab**  
**Lift Station #47 Completion Dates**

Mrs. Goldader:

Below is a summary of the proposed changes associated with this change order request.

**Lift Station #47 Completion Dates**

Fusion requested that substantial completion of their contract be extended to 10/31/2024 to complete remaining lift station items and the majority of punchlist items. The final completion date was requested to be extended to 7/31/2025 to complete the remaining light pole base reinstallation and all remaining punchlist items. The requested revised completion dates have no impact on functionality of the project or impediments to the public and are recommended to be granted.

This change order will not impact contract price.

This change order will extend substantial completion date to 10/31/2024 and the final completion date to 7/31/2025.

Sincerely,



Gabe Bladow, PE  
Project Manager  
Direct: 701.499.2091  
gbladow@houstoneng.com



## PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

(14)

Project No. SN-25-B0

Type: Memorandum of Understanding &amp; Easement Agreement

Location: Red River from 15<sup>th</sup> Ave N to Woodcrest Dr N Date of Hearing: 10/6/2025RoutingDate

City Commission

10/13/2025

PWPEC File

X

Project File

Eric Hodgson

The Committee reviewed the accompanying correspondence from Project Manager, Eric Hodgson, related to a Memorandum of Understanding and Easement Agreement with the VA Hospital to formalize roles in construction, maintenance and use of the paths.

On a motion by Ben Dow, seconded by Susan Thompson, the Committee voted to recommend approval of the Memorandum of Understanding and the Easement Agreement.

RECOMMENDED MOTION

Concur with the recommendations of PWPEC and approve the Memorandum of Understanding and the Easement Agreement with the VA Hospital.

PROJECT FINANCING INFORMATION:Recommended source of funding for project: N/A

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

Yes No

N/AN/AN/ACOMMITTEE

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

Tim Mahoney, Mayor

Nicole Crutchfield, Director of Planning

Gary Lorenz, Fire Chief

Brenda Derrig, Assistant City Administrator

Ben Dow, Director of Operations


Steve Sprague, City Auditor

Tom Knakmuhs, City Engineer

Susan Thompson, Finance Director

ATTEST:

C: Kristi Olson

  
Tom Knakmuhs, P.E.  
City Engineer



## Memorandum

**To:** Members of PWPEC  
**From:** Eric Hodgson, Civil Engineer II  
**Date:** October 6, 2025  
**Re:** Project No. SN-25-B0 – Memorandum of Understanding & Easement  
15<sup>th</sup> Avenue North Red River Trail (15<sup>th</sup> Avenue N to Woodcrest Dr. N)

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### **Background:**

The City of Fargo and VA Hospital are cooperating in the construction and maintenance of a shared use path where part of that path is on the VA Hospital property. As such, there is a need to formalize each's role in the construction, maintenance, and use of these paths.

Attached are the easement documents and Memorandum of Understanding (MOU) Agreement between the VA Hospital and the City of Fargo for the project. It has already been reviewed by Kasey McNary from legal. Additionally, the same type of agreements with Fargo Parks were previously sent through PWPEC on 9/15/2025 and approved.

### **Recommended Motion:**

Approve the Easement and MOU documents with the VA Hospital.

### **Attachments:**

- Easement
- MOU Agreement with VA Hospital.



DEED OF EASEMENT  
FARGO, NORTH DAKOTA

The U.S. Department of Veterans Affairs (hereinafter referred to as "**VA** or **Grantor**"), acting for and in behalf of the United States of America (hereinafter referred to as the "**Government**"), under and by virtue of the authority contained in 40 United States Code Section 1314 (116 Stat. 1139) and 38 United States Code 8124, having determined that it will not be adverse to the interests of the United States, does hereby grant and convey, for and in consideration of One Dollar (\$1.00), and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, without covenant or warranty of any kind and subject to the conditions hereinafter stated, unto City of Fargo, North Dakota (hereinafter referred to as the "**Grantee**"), its successors and assigns, an easement and right of way for a Multipurpose Walk and Bike Path, (hereinafter referred to as "**Said Facilities**") to be on, over, under, across or through a portion of the Fargo VA 2101 Elm Street, Fargo, ND 58102, which the undersigned owns in the City of Fargo, State of North Dakota, all as depicted and described on **Exhibit A Sheets 1-4**, attached hereto and made a part hereof (collectively with Said Facilities, the "**Easement**"). The VA and Grantee are sometimes referred to in this Easement collectively as "**Parties**" or individually as "**Party**".

The Easement is granted subject to the following conditions and provisions:

1. The term of this Deed of Easement shall be perpetual, commencing on the date this Deed of Easement is signed by the Grantor. This Deed of Easement shall run with the land and shall be binding upon the Parties and inure to the benefit of the Grantee and their agents, representatives, contractors, members, partners, invitees and all their successors and assigns, until terminated in accordance with the terms hereof.
2. The Government reserves unto itself rights for all purposes across, over, or under the Easement; such rights, however, to be exercised in a manner that will not create undue interference with the use and enjoyment by the Grantee of said Easement; provided, that any construction by the Government in connection with the rights so reserved shall be at the expense of the Government. Grantee, its agents or assigns, shall be responsible for the maintenance of the shared use/bicycle path, which maintenance obligations include snow removal.
3. That Grantee agrees to use its best efforts to ensure and take all actions as necessary to ensure that its use of the Easement will not adversely affect the



Government's quiet use and enjoyment of the Easement area and the surrounding property of the Government. Grantee further agrees that Said Facilities shall be maintained, reconstructed, repaired, and replaced by the Grantee within the Easement, at the discretion of Grantee and without cost to the Government, subject to the approval of the Government official having immediate jurisdiction over the Easement. The Grantee shall replace, repair, restore, or relocate any property of the Government affected or damaged directly or indirectly by the construction, reconstruction, installation, operation, maintenance, and replacement of said Facilities all to the satisfaction of the Government official having immediate jurisdiction over the Easement.

4. No mining operations shall be conducted on the Easement or the surrounding property of the Government. No minerals shall be removed therefrom, except such as are reasonably necessary incident to the utilization of the described premises for the purpose for which the Easement is granted.

5. To the extent permitted by law, Grantee will indemnify and save the Government harmless from any liability or responsibility of any nature whatsoever arising directly from Grantee's construction and maintenance of the shared use/bicycle path.

6. The Easement may be terminated if, after a party provides 180 calendar days of notice to the other party, the Parties mutually agree to terminate and sign a written termination of the Easement in recordable form. Notwithstanding the foregoing, all right, title, interest, and estate hereby granted shall cease and terminate effective forty-five (45) days after written notice from the Government to the Grantee, its successors or assigns, if Grantee fails to cure any of the following: (a) a failure to comply with the terms and conditions of this Deed of Easement, (b) a nonuse of the Easement for a consecutive two (2)-year period for the purpose for which the Easement was granted, or (c) an abandonment of the Easement.

7. That upon termination or forfeiture of the Easement, the Grantee shall within a reasonable time thereafter, if so requested by the Government, remove from the land, hereinafter described, all structures, installations, and appurtenances thereto belonging to Grantee and restore the premises to the satisfaction of the Government.

8. That no advertisements, commercial, political or otherwise, will be placed or allowed on the Easement.

9. The Grantee shall comply with applicable Federal or State law and shall comply with State standards for public health and safety, environmental protection, and siting, construction, operation, and maintenance of or for said Facilities and rights-of-ways for similar purposes, if those standards are more stringent than applicable Federal standards.

10. The Grantee does, by the acceptance of this instrument, covenant and agree for itself, its assigns, and its successors in interest in property herein conveyed, or any part thereof:



(a) That it is now complying and will continue to comply with Title VI of the Civil Rights Act of 1964 and all the requirements imposed by or pursuant to the regulations of the Department of Veterans Affairs issued pursuant to that Title, and that the Easement and its appurtenant areas and facilities, whether or not on the property involved, will be operated in full compliance with Title VI of the Civil Rights Act of 1964 and all requirements imposed by or pursuant to the regulations issued thereunder by the Department of Veterans Affairs and in effect on the date of this instrument, all to the end that no person in the United States shall on the ground of race, color, religion or national origin be excluded from participation in, be denied the benefits of, or be subject to discrimination under any program or activities provided thereon; and,

(b) That the United States shall have the right to judicial enforcement of these covenants not only as to the Grantee, its successors and assigns, but also to lessees and sublessees and licensees doing business or extending services under contractual or other arrangements on the interest in property herein conveyed.

11. This Easement shall not be modified or amended, except by an instrument in writing, duly executed by the Parties or their respective successors and assigns, which instrument shall be in recordable form and recorded among the land records of Cass County, North Dakota.

12. This Easement shall be governed by Federal law. If Federal law is silent, then the law of the State of North Dakota applies. The Parties hereto accept and agree to the jurisdiction and venue of the Federal courts.

13. If any provision of this Easement or the application thereof to any Party or circumstances shall, to any extent, be invalid or unenforceable, the remainder of this Easement, or the application of such provision to Parties or circumstances other than those to which it is invalid or unenforceable, shall not be affected thereby and each provision of this Easement shall be valid and enforced to the fullest extent permitted by law.

14. Any notice permitted or required to be given under this Easement shall be in writing and shall be deemed to be duly given when delivered certified mail, return receipt requested, to the party entitled to such notice at their address set forth as follows below or as may from time to time be otherwise directed by the Parties:

If to Grantee:

City of Fargo North Dakota  
Attn: Assistant City Engineer  
City of Fargo  
225 4th St N  
Fargo, ND 58102



If to Grantor:

U.S. Department of Veterans Affairs  
Office of Construction & Facilities Management  
Attn: Director, Land Management Division  
810 Vermont Ave., NW  
Washington, DC 20420  
Elizabeth.Lyons@va.gov  
VACOCFMrealp@va.gov

With a copy to:

Fargo VA  
Attn: Assistant Chief Engineer  
2101 Elm Street NE  
Fargo, ND 58102

U.S. Department of Veterans Affairs  
Office of General Counsel  
810 Vermont Ave., NW  
Washington, DC 20420  
Attn: Chief Counsel, Real Property Law Group  
Washington, DC 20420

Any of the above Parties may effect a change of address by providing ten (10) days prior notice as agreed to, through Parties listed above.

15. Grantee shall be responsible for recording this Easement among the land records of Cass County, North Dakota and for paying all fees, transfer or recordation taxes, or other costs in connection with such recordation.

[Signatures appear on the following page]



IN WITNESS WHEREOF the Department of Veterans Affairs has caused this Deed of Easement to be executed in its name and on its behalf this

18<sup>th</sup> Day of September, 2025.

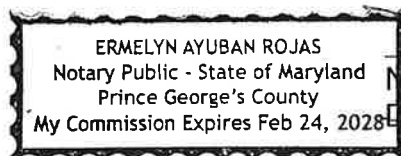
UNITED STATES OF AMERICA,  
Acting by and through the Secretary,  
Department of Veterans Affairs

By Elizabeth B. Lyons  
Elizabeth B. Lyons  
Director, Office of Real Property

STATE OF MARYLAND §  
COUNTY OF PRINCE GEORGE'S §

ON THIS 18<sup>th</sup> day of SEPTEMBER, 2025, before me a Notary Public in and for said county and state, personally appeared Elizabeth B. Lyons, whose name is subscribed to the within instrument and acknowledged that she executed the same as a voluntary act and deed of the United States of America, within the scope of her lawful authority.

[SEAL]



Notary Public  
District of Columbia, MARYLAND,  
PRINCE GEORGE'S COUNTY

My commission expires:

02/24/2028

-----



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

\_\_\_\_\_  
Timothy J. Mahoney, Mayor

ATTEST:

\_\_\_\_\_  
Steve Sprague, City Auditor

STATE OF NORTH DAKOTA )  
  )  
COUNTY OF CASS                )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2025, before me a notary public in and for said county and state, personally appeared Timothy J. Mahoney and Steve Sprague, known to me to be the Mayor and City Auditor, respectively, of the city of Fargo, the Grantee described in and that executed the within and foregoing instrument, and acknowledged to me that said Grantee executed the same.

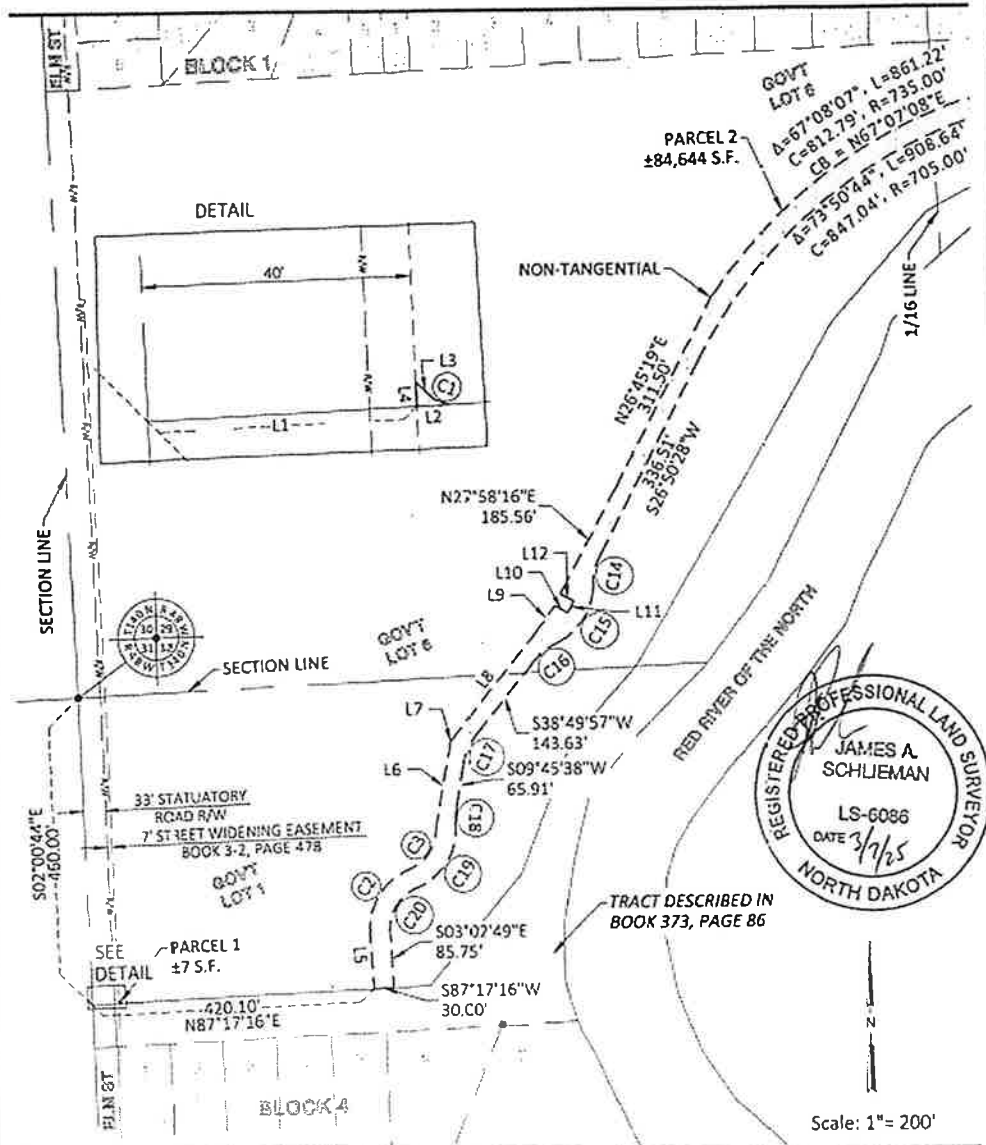
(SEAL)

\_\_\_\_\_  
Notary Public  
My Commission Expires:



## Exhibit A

PART OF GOV'T LOT 1, SEC. 32 & GOV'T LOTS 5 & 6, SEC. 29  
TOWNSHIP 140 NORTH, RANGE 48 WEST  
CITY OF FARGO, CASS COUNTY  
STATE OF NORTH DAKOTA



NOTE: SEE SHEET 3 FOR LINE AND CURVE TABLES.

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

IRON MONUMENT FOUND  
MEASURED BEARING  
MEASURED DISTANCE  
PERMANENT EASEMENT

S59°27'46"E  
105.00'



## EASEMENT EXHIBIT

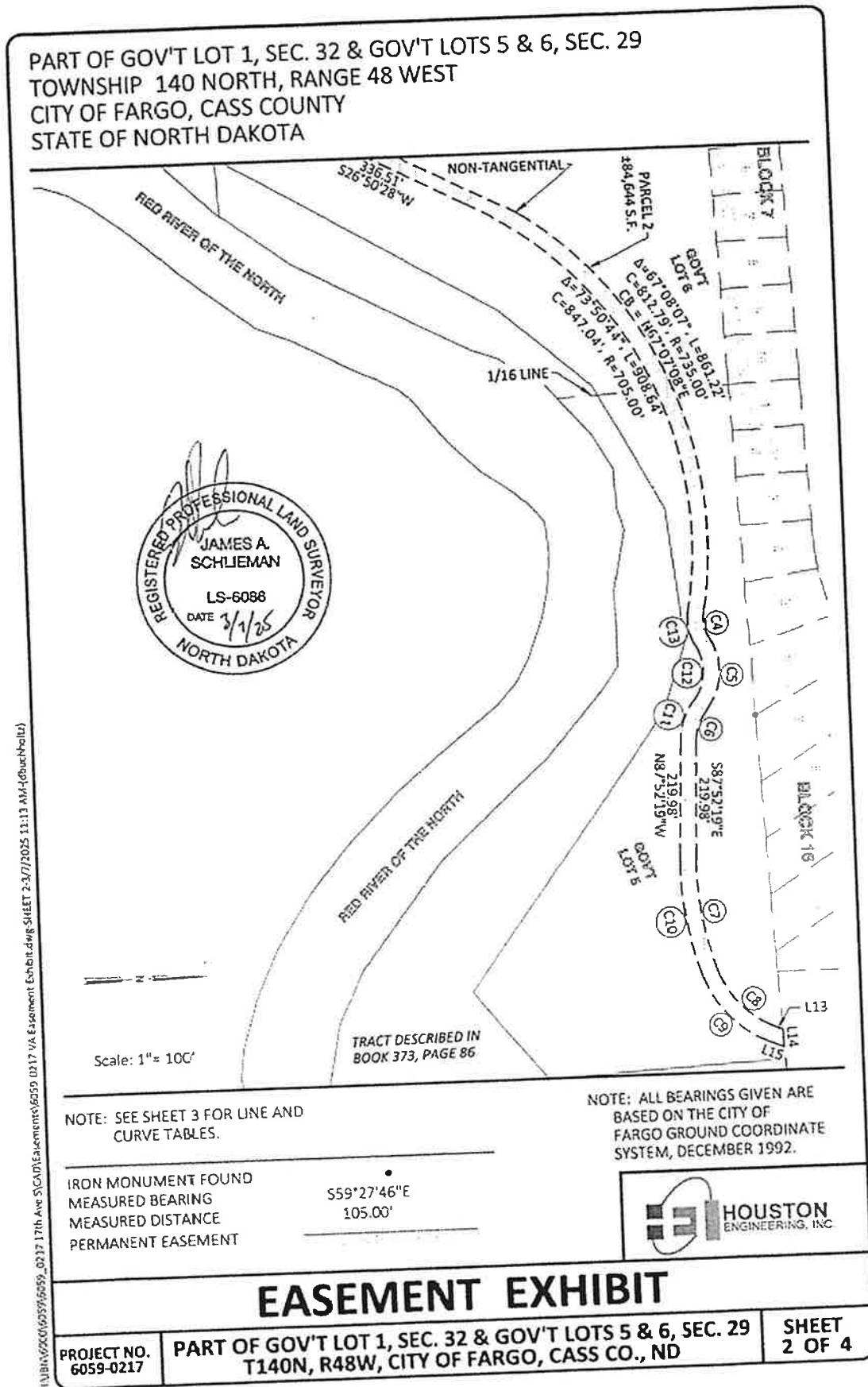
PROJECT NO.  
6059-0217

PART OF GOV'T LOT 1, SEC. 32 & GOV'T LOTS 5 & 6, SEC. 29  
T140N, R48W, CITY OF FARGO, CASS CO., ND

SHEET  
1 OF 4

I:\VIA\6059\6059-0217\17th Ave-51CAD\Easement\6059-0217.dwg, SHEET 1-37/2025 11:13 AM (dbrugholtz)

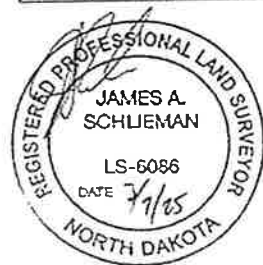






PART OF GOV'T LOT 1, SEC. 32 & GOV'T LOTS 5 & 6, SEC. 29  
TOWNSHIP 140 NORTH, RANGE 48 WEST  
CITY OF FARGO, CASS COUNTY  
STATE OF NORTH DAKOTA

Parcel Line Table			Curve Table					
Line #	Length	Direction	Curve #	Length	Radius	Delta	Chord Direction	Chord Length
L1	40.00	N87°17'16"E	C1	2.43	50.00	2°47'05"	N69°48'43"W	2.43
L2	4.89	N87°17'16"E	C2	117.26	95.00	70°43'14"	N32°18'48"E	109.96
L3	3.74	N46°53'53"W	C3	76.42	65.00	67°21'50"	N33°59'30"E	72.10
L4	3.63	S02°00'44"E	C4	46.36	65.00	41°18'32"	N80°01'56"E	45.85
L5	85.58	N03°02'49"W	C5	146.44	120.00	69°55'07"	S85°39'47"E	137.52
L6	132.00	N10°02'27"E	C6	58.38	90.00	37°10'05"	S69°17'16"E	57.37
L7	1.94	N22°13'27"E	C7	211.21	540.00	22°24'37"	N80°55'23"E	209.87
L8	212.25	N38°53'49"E	C8	148.99	185.00	46°08'36"	N46°38'47"E	145.00
L9	45.63	N36°17'05"E	C9	173.15	215.00	46°08'36"	S46°38'47"W	168.51
L10	22.94	S62°01'44"E	C10	222.95	570.00	22°24'37"	S80°55'23"W	221.53
L11	19.18	N27°58'16"E	C11	77.84	120.00	37°10'05"	N69°17'16"W	76.49
L12	23.00	N62°01'44"W	C12	109.83	90.00	69°55'07"	N85°39'47"W	103.14
L13	16.51	N23°34'28"E	C13	68.49	95.00	41°18'32"	S80°01'56"W	67.02
L14	33.45	N87°20'11"E	C14	42.30	90.00	26°55'56"	S13°22'30"W	41.92
L15	31.30	S23°34'28"W	C15	109.89	95.00	66°16'35"	S33°02'49"W	103.87
			C16	42.97	90.00	27°21'10"	S52°30'32"W	42.56
			C17	45.67	90.00	29°04'19"	S24°17'48"W	45.18
			C18	29.06	140.00	11°53'38"	S03°48'49"W	29.01
			C19	115.74	95.00	69°48'25"	S32°46'12"W	108.72
			C20	80.23	65.00	70°43'14"	S32°18'48"W	75.23



Description - Parcel 1 (Permanent Easement):

That part of Government Lot 1, Section 32, Township 140 North, Range 48 West of the Fifth Principal Meridian, in the City of Fargo, Cass County, North Dakota, described as follows:

Commencing at the northwest corner of said Section 32; thence South 02°00'44" East, along the westerly line of said Section 32, for a distance of 460.00 feet to the northwest corner of a tract of land described in Book 373 Page 86 on file at the Cass County Recorder's Office; thence North 87°17'16" East, along the northerly line of said tract, for a distance of 40.00 feet to a point of intersection with the easterly line of the West 40.00 feet of said Section 32, and the true point of beginning; thence North 87°17'16" East, along the northerly line of said tract, for a distance of 4.89 feet to a point of nontangential curve, concave to the southwest, having a radius of 50.00 feet; thence northwesterly, along said curve, for a distance of 2.43 feet, through a central angle of 2°47'05", chord bearing North 69°48'43" West; thence North 46°53'53" West for a distance of 3.74 feet to a point of intersection with the easterly line of the West 40.00 feet of said Section 32; thence South 02°00'44" East, along the easterly line of the West 40.00 feet of said Section 32, for a distance of 3.63 feet to the true point of beginning.

Said tract contains 7 square feet, more or less.



## EASEMENT EXHIBIT

PROJECT NO.  
6059-0217

PART OF GOV'T LOT 1, SEC. 32 & GOV'T LOTS 5 & 6, SEC. 29  
T140N, R48W, CITY OF FARGO, CASS CO., ND

SHEET  
3 OF 4



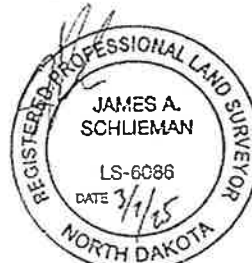
**PART OF GOV'T LOT 1, SEC. 32 & GOV'T LOTS 5 & 6, SEC. 29  
TOWNSHIP 140 NORTH, RANGE 48 WEST  
CITY OF FARGO, CASS COUNTY  
STATE OF NORTH DAKOTA**

**Description - Parcel 2 (Permanent Easement):**

That part of Government Lot 1, Section 32 and Government Lots 5 and 6, Section 29, Township 140 North, Range 48 West of the Fifth Principal Meridian, in the City of Fargo, Cass County, North Dakota, described as follows:

Commencing at the northwest corner of said Section 32; thence South 02°00'44" East, along the westerly line of said Section 32, for a distance of 430.00 feet to the northwest corner of a tract of land described in Book 373, Page 85 on file at the Cass County Recorder's Office; thence North 87°17'16" East, along the northerly line of said tract, for a distance of 420.10 feet to the true point of beginning; thence North 03°02'49" West for a distance of 65.58 feet to a point of tangential curve to the right, having a radius of 95.00 feet; thence northeasterly, along said curve, for a distance of 117.26 feet, through a central angle of 70°43'14" to a point of tangential curve to the left, having a radius of 65.00 feet; thence northeasterly, along said curve, for a distance of 76.42 feet, through a central angle of 67°21'50"; thence North 10°02'27" East for a distance of 132.00 feet; thence North 22°13'27" East for a distance of 1.94 feet; thence North 38°53'49" East for a distance of 212.25 feet; thence North 36°17'05" East for a distance of 45.63 feet; thence South 62°01'44" East for a distance of 22.94 feet; thence North 27°58'16" East for a distance of 19.18 feet; thence North 62°01'44" West for a distance of 23.00 feet; thence North 27°58'16" East for a distance of 185.56 feet; thence North 26°45'19" East for a distance of 311.50 feet to a point of non-tangential curve, concave to the southeast, having a radius of 735.00 feet; thence northeasterly, along said curve, for a distance of 861.22 feet, through a central angle of 67°08'07", chord bearing North 67°07'08" East to a point of tangential curve to the left, having a radius of 65.00 feet; thence easterly, along said curve, for a distance of 46.85 feet, through a central angle of 41°18'32" to a point of tangential curve to the right, having a radius of 120.00 feet; thence easterly, along said curve, for a distance of 146.44 feet, through a central angle of 69°55'07" to a point of tangential curve to the left, having a radius of 90.00 feet; thence southeasterly, along said curve, for a distance of 58.38 feet, through a central angle of 37°10'05"; thence South 87°52'19" East for a distance of 219.98 feet to a point of tangential curve to the left, having a radius of 540.00 feet; thence easterly, along said curve, for a distance of 211.21 feet, through a central angle of 22°24'37" to a point of tangential curve to the left, having a radius of 185.00 feet; thence northeasterly, along said curve, for a distance of 148.99 feet, through a central angle of 46°08'36"; thence North 23°34'28" East for a distance of 16.51 feet to a point of intersection with the southerly line of Woodcrest Third Addition, on file at said Recorder's Office; thence North 87°20'11" East, along the southerly line of said Woodcrest Third Addition, for a distance of 33.45 feet; thence South 23°34'26" West for a distance of 31.30 feet to a point of tangential curve to the right, having a radius of 215.00 feet; thence southwesterly, along said curve, for a distance of 173.15 feet, through a central angle of 46°08'36" to a point of tangential curve to the right, having a radius of 570.00 feet; thence southwesterly, along said curve, for a distance of 222.95 feet, through a central angle of 22°24'37"; thence North 87°E2'19" West for a distance of 219.98 feet to a point of tangential curve to the right, having a radius of 120.00 feet; thence northwesterly, along said curve, for a distance of 77.84 feet, through a central angle of 37°10'05" to a point of tangential curve to the left, having a radius of 90.00 feet; thence westerly, along said curve, for a distance of 109.83 feet, through a central angle of 69°55'07" to a point of tangential curve to the right, having a radius of 95.00 feet; thence westerly, along said curve, for a distance of 68.49 feet, through a central angle of 41°18'32" to a point of tangential curve to the left, having a radius of 705.00 feet; thence westerly, along said curve, for a distance of 908.64 feet, through a central angle of 73°50'44"; thence South 26°50'28" West for a distance of 336.51 feet to a point of tangential curve to the left, having a radius of 90.00 feet; thence southwesterly, along said curve, for a distance of 42.30 feet, through a central angle of 26°55'56" to a point of tangential curve to the right, having a radius of 95.00 feet; thence southwesterly, along said curve, for a distance of 109.89 feet, through a central angle of 66°16'35" to a point of tangential curve to the left, having a radius of 90.00 feet; thence southwesterly, along said curve, for a distance of 42.97 feet, through a central angle of 27°21'10"; thence South 38°49'57" West for a distance of 143.63 feet to a point of tangential curve to the left, having a radius of 90.00 feet; thence southwesterly, along said curve, for a distance of 45.67 feet, through a central angle of 29°04'19"; thence South 09°45'38" West for a distance of 65.91 feet to a point of tangential curve to the left, having a radius of 140.00 feet; thence southwesterly, along said curve, for a distance of 29.06 feet, through a central angle of 11°53'38" to a point of tangential curve to the right, having a radius of 95.00 feet; thence southwesterly, along said curve, for a distance of 115.74 feet, through a central angle of 69°48'25" to a point of tangential curve to the left, having a radius of 65.00 feet; thence southwesterly, along said curve, for a distance of 80.23 feet, through a central angle of 70°43'14"; thence South 03°02'49" East for a distance of 85.75 feet to a point of intersection with the northerly line of said tract; thence South 87°17'16" West, along the northerly line of said tract, for a distance of 30.00 feet to the true point of beginning.

Said tract contains 84,544 square feet, more or less.



**EASEMENT EXHIBIT**

PROJECT NO. 6059-0217	PART OF GOV'T LOT 1, SEC. 32 & GOV'T LOTS 5 & 6, SEC. 29 T140N, R48W, CITY OF FARGO, CASS CO., ND	SHEET 4 OF 4
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## MEMORANDUM OF UNDERSTANDING REGARDING CONSTRUCTION AND MAINTENANCE

This Memorandum of Understanding ("MOU" or "Agreement") is entered into between the City of Fargo, whose address is 225 4<sup>th</sup> Street North, Fargo, North Dakota 58102 ("Fargo"), and the United States of America c/o Veteran's Affairs Hospital, whose address is 2101 Elm Street North, Fargo, North Dakota 58102 (the "VA").

**WHEREAS**, North Dakota Century Code § 40-05.1-6 and Article 3 of Fargo's Home Rule Charter authorizes Fargo to enter into contracts; and

**WHEREAS**, Fargo is planning to construct a shared use path as part of the overall City pedestrian transportation system, as shown in Exhibit "A" attached hereto; and

**WHEREAS**, Fargo will construct certain amenities in conjunction with the shared use path, including vegetation establishment; and

**WHEREAS**, the VA has requested certain amenities be included in the project including additional fencing, four vehicle gates, solar lighting, and signage for the VA property.

**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. Ownership. Fargo and the VA each own parcels upon which the shared use path and other amenities will be constructed and shall retain such ownership without regard to maintenance responsibilities.
2. Access. The VA hereby grants Fargo, and its agents and designees, access to the portions of the VA property for ingress and egress, as necessary for purposes of construction, maintenance, and repairs as set forth in the terms of this Agreement. The VA hereby grants unto Fargo access to the shared use path deemed necessary by Fargo, including patrol, emergency access, and truck access, as necessary.
3. Construction.
  - a. Fargo shall be solely responsible for the construction of the shared use path and all agreed upon amenities, including but not limited to vegetation establishment, fences, four vehicle gates, solar lighting, and signage for the VA property. The locations for the four vehicle gates and fencing will be at the locations depicted on Exhibit A.
  - b. The VA grants Fargo permission to construct the fencing, four vehicle gates, solar lighting, and signage for the VA property on property owned by the VA within the project area, have access to those properties for purposes of construction, and as necessary in the future for flood patrol, emergency access, and truck access, as necessary.



- c. The VA grants Fargo and its contractors permission to use Staging Areas located on VA property to store construction equipment and materials for the duration of the project in order to assist in construction efforts. These areas are identified in the plans and shown in Exhibit "A" attached hereto.

4. Project Cost. Fargo, whether itself or through agreements with third parties, shall be responsible for the costs related to the project development and construction, including the shared use path, fencing, four vehicle gates, solar lighting, and signage for the VA property.

5. VA General Maintenance. The VA shall own and be responsible for the repair, upkeep, replacement, and maintenance of the fencing, four vehicle gates, solar lighting, and signage for the VA property, placed by Fargo during construction of the project, as shown in Exhibit "A" attached hereto. The four vehicle gates will be placed as follows: Two within the VA property, and one gate each being placed near the north and south property line of the VA. The VA understands and agrees that it may not construct any permanent structures on the shared use path. The VA understands and agrees that any repairs, upkeep, replacement, and maintenance of fencing, four vehicle gates, solar lighting, and signage for the VA property may not impact the VA's flood control system without prior notification to Fargo.

6. Fargo General Maintenance. Fargo, its agents, designees, and contractors, shall own and be responsible for the repair, upkeep, replacement, and maintenance of the shared use path and a buffer zone extending ten (10) feet on each side of the shared use path and its connections.

7. VA Closure of Shared Use Path. The VA may close or limit access to the shared use path, in circumstances such as (a) there is a credible and immediate threat of violence that poses a significant risk to the safety of individuals upon the property owned by the VA; (b) an actual or threatened act of terrorism that directly impacts or creates an unsafe condition on or near the shared use path; and (c) the occurrence of a severe weather-related event (e.g., blizzard, flooding, or tornado) that renders the portions of the shared use path located on the VA property as unsafe for use. In the event a temporary closure will exceed twenty-four (24) hours, the VA will provide notice to Fargo by email to [feng@fargond.gov](mailto:feng@fargond.gov), detailing the reason for the closure and the anticipated duration. Fargo is also authorized to close the shared use path via the property line gates upon the occurrence of a flood event that renders the portions of the shared use path located on the VA property as unsafe for use.

Notwithstanding the foregoing, the VA retains the discretion and right to close the two gates for limiting access to the VA parking lot at any time without providing notice to Fargo.

8. Term. The term of this Agreement will be perpetual. Notwithstanding the foregoing, this Agreement may be terminated if, after a party provides at least 180 days' Notice to the other party, the Parties mutually agree to terminate and sign a written termination of the Agreement. This Agreement is personal as to the parties and may not be assigned or transferred without the written consent of both parties.



9. This Agreement does not alter, amend, or modify any Memorandum of Understanding Between the United States Department of Veterans Affairs, Fargo VA Health Care System, and Fargo Police Department, and the Fargo VA Healthcare System Police Service maintains exclusive jurisdiction on property located at and owned by the Fargo VA Healthcare System subject to the ability to request additional law enforcement support and aid which allows the Fargo Police Department to then exercise its law enforcement capacity on the VA property.

10. 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 party, its officers, employees, agents or designees relating to or arising out of that parties', 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, direct or indirect, at law or in equity, 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.

11. Notice. Any notice or election required or permitted to be given or served by any party to this Agreement upon any other 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 Fargo:

City of Fargo  
ATTN: City Auditor  
Fargo City Hall  
225 Fourth Street North  
Fargo, ND 58102

If to the VA:

Fargo Veterans Affairs Hospital  
ATTN: Engineering  
2101 Elm Street North  
Fargo, ND 58102

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 the delivery. Any party may change its address for service of notice in the manner specified in this Agreement.

12. Entire Agreement. This Agreement constitutes the entire and complete agreement between the parties with respect to the subject matter hereof 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.

13. 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.

14. 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 or waiver had occurred and will not affect the validity of this Agreement, or the right to enforce each and every term of this Agreement.

15. 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.

16. 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 representatives, successors and assigns.

17. Governing Law. This Agreement is governed by and subject to applicable federal, state, and local law.

18. 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 to this Agreement.

19. 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.

20. Headings. Headings in this Agreement are for convenience only and will not be used to interpret or construe its provisions.

(Signatures appear on the following pages)



Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2025

CITY OF FARGO, NORTH DAKOTA, a  
municipal corporation

By: \_\_\_\_\_  
Dr. Timothy J. Mahoney, Mayor

ATTEST:

\_\_\_\_\_  
Steve Sprague, City Auditor



Dated this 30<sup>th</sup> day of September, 2025

FARGO VETERANS AFFAIRS HOSPITAL  
Interim Director  
2101 Elm Street North  
Fargo, ND 58102

By: Shawn E. Edens

ATTEST:

Shawn J. Bergan  
SHAWN J. BERGAN  
CHIEF ENGINEERING  
FARGO VA HCS



**EXHIBIT A**









**Fargo**  
THE CITY OF  
FAR NORTH DAKOTA

ProJ. No. 6059-0217  
**Houston**  
Engineering Inc.  
Ph: 701.237.5065

**HEL**

ALL DRAWINGS ARE BASED ON  
THE 2000 CODE BOOK OF IBC.  
(LATEST HOTEL SPECIFICATIONS)

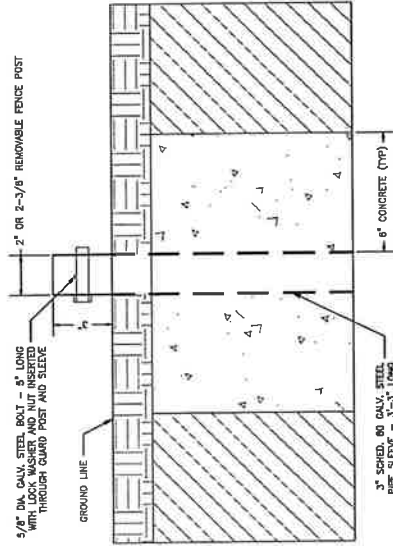
©1999 COLUMBIA TRISTAR  
THE U.S. VIRGIN ISLANDS  
DO NOT DISCRIMINATE

### Scope of Work

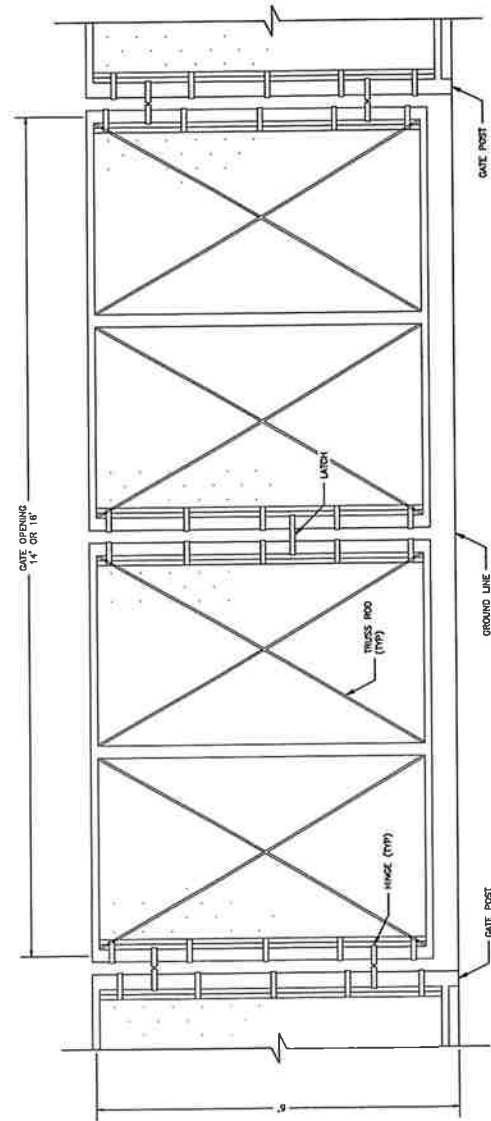
## Red River Trail



STATE	PROJECT NO.	SECTION NO.	SHEET NO.
ND	TMA-CRP-8-984(182)	20	8



CONCRETE FOUNDATION AND SLEEVE FOR REMOVABLE FENCE POST  
NOT TO SCALE



VEHICLE GATE  
NOT TO SCALE

General Details

Red River Trail

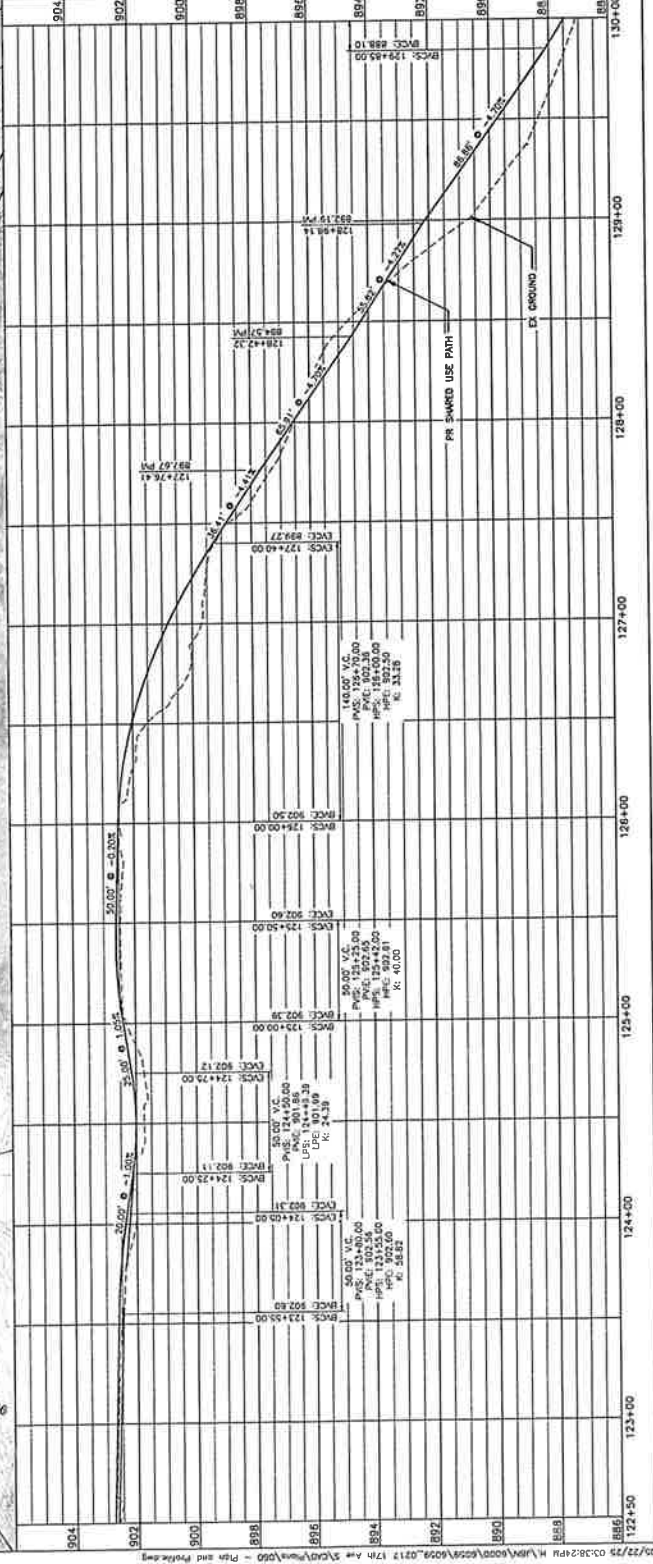
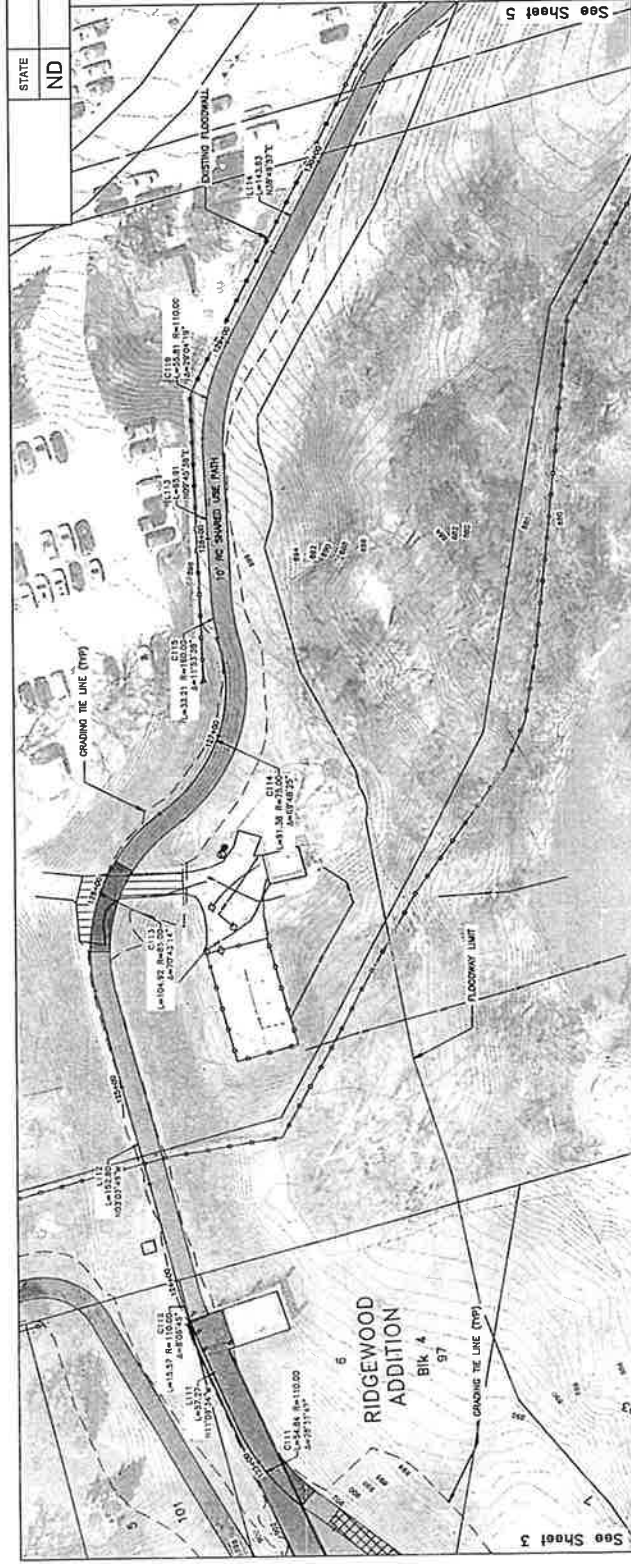
**Fargo**  
FAR NORTH

Proj. No. 6055-0217  
Houston  
Engineering Inc.  
PH: 701.237.5085

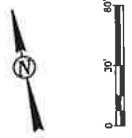
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SHEET NO.	60
SECTION NO.	60
PROJECT NO.	TMA-CRP-8-984(182)
STATE	ND



- LEGEND
- 6" COMMERCIAL GRADE HOT MIX ASPHALT
  - SUBSALTS CONCRETE 3IN
  - 7" DRIVEWAY CONCRETE
  - LANDING: 1:1.5 PREFERRED SLOPE (EX. MAXIMUM) ALL DIRECTIONS



**Fargo**  
THE CITY OF  
FARGO, ND  
P.O. BOX 1000  
FARGO, ND 58103-1000  
701.785.2000  
www.fargo.gov

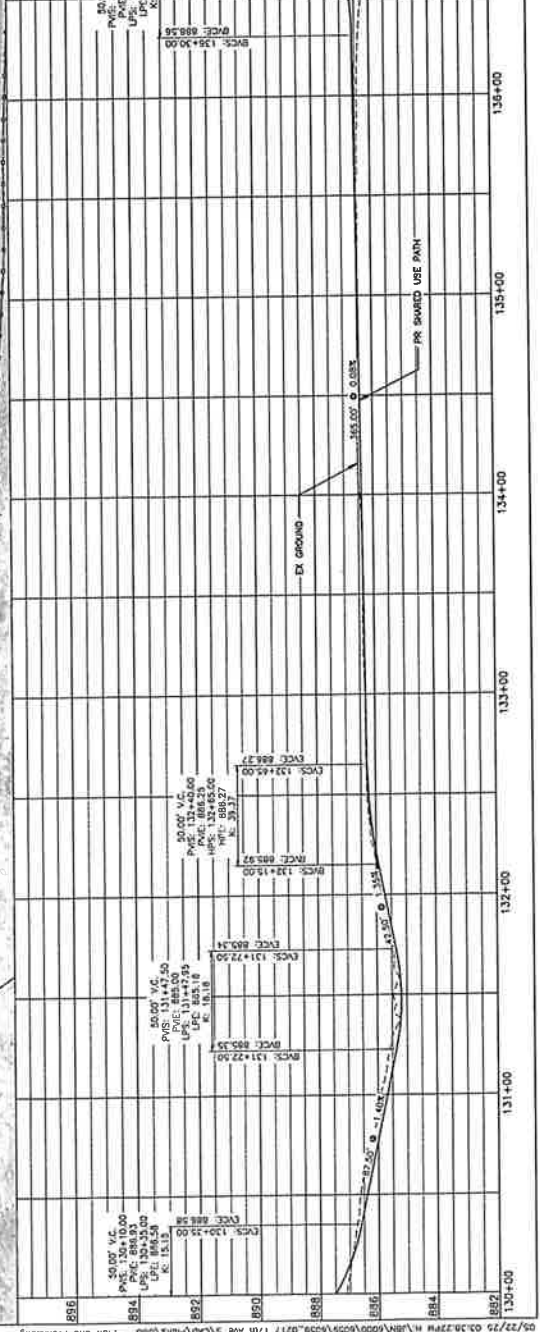
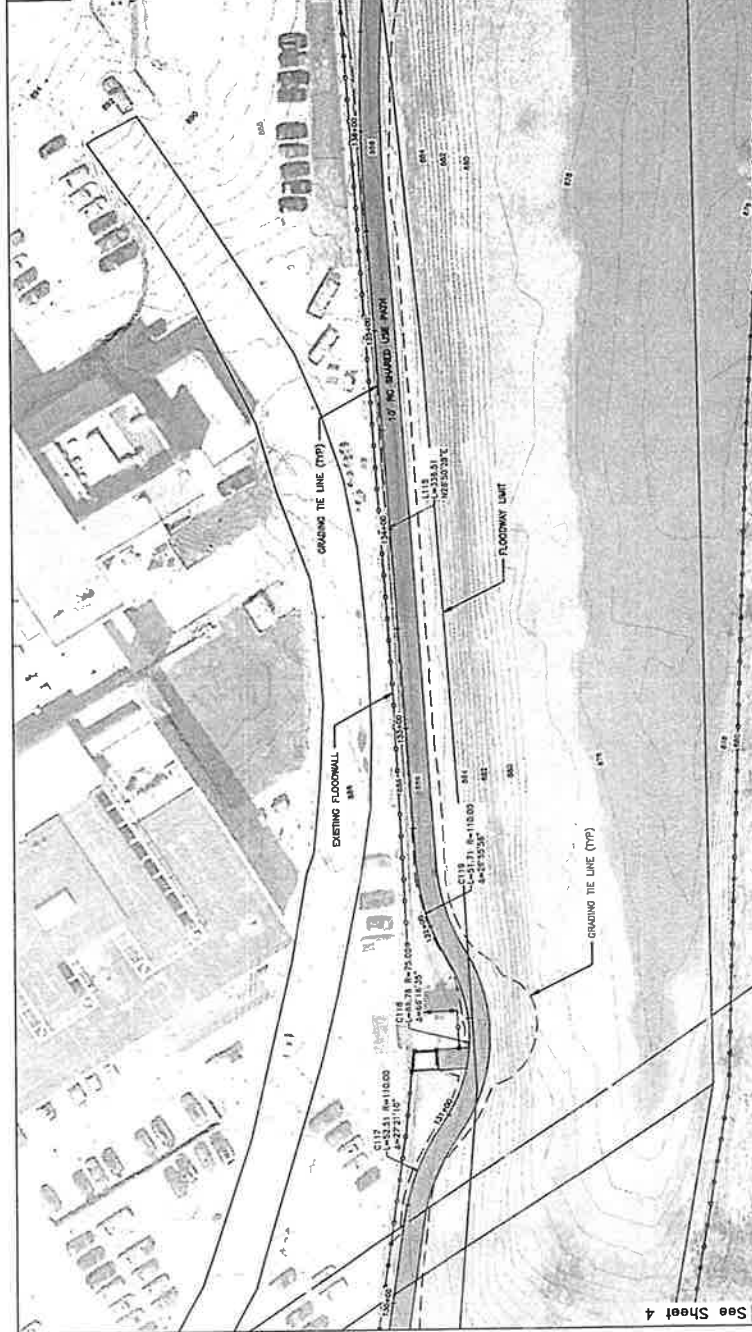
**Houston Engineering Inc.**  
P.O. BOX 1000  
HOUSTON, TX 77001-1000  
713.261.1000  
www.houstoneng.com

ALL DIMENSIONS ARE IN FEET AND INCHES  
UNLESS NOTED OTHERWISE

Plan & Profile  
Red River Trail



STATE	PROJECT NO.	SECTION NO.	SHEET NO.
ND	TMA-CRP-8-984(182)	60	5



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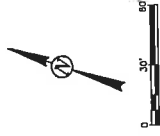
**Fargo**  
THE CITY OF  
FARGO, ND  
Professional Engineer  
No. 6059-0217  
Houston  
Engineering Inc.  
Ph: 701.237.5065

**THE CITY OF FARGO**  
PLANNING AND DESIGN DIVISION  
17TH AVENUE SOUTH, SUITE 1050  
FARGO, ND 58103

Plan & Profile  
Red River Trail



SECTION NO.	60
PROJECT NO.	TMA-CRP-9-984(182)
STATE	ND



LEGEND  
SIDEWALK CONCRETE SW

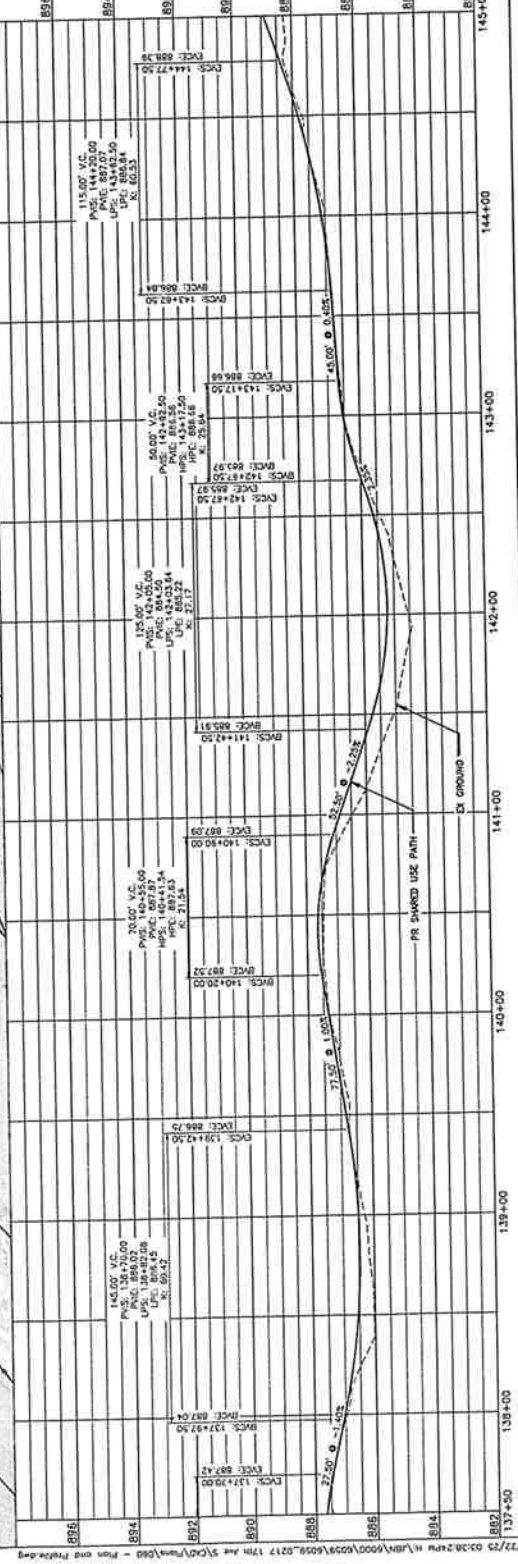


Proj. No. 6059-0217  
Houston  
Engineering Inc.  
Ph: 701.237.5565

ALL ELEVATIONS ARE BASED ON  
THE 1988 NORTH DAKOTA DATUM  
(EASTERN MOUNTAIN STANDARD TIME)

Plan & Profile

Red River Trail

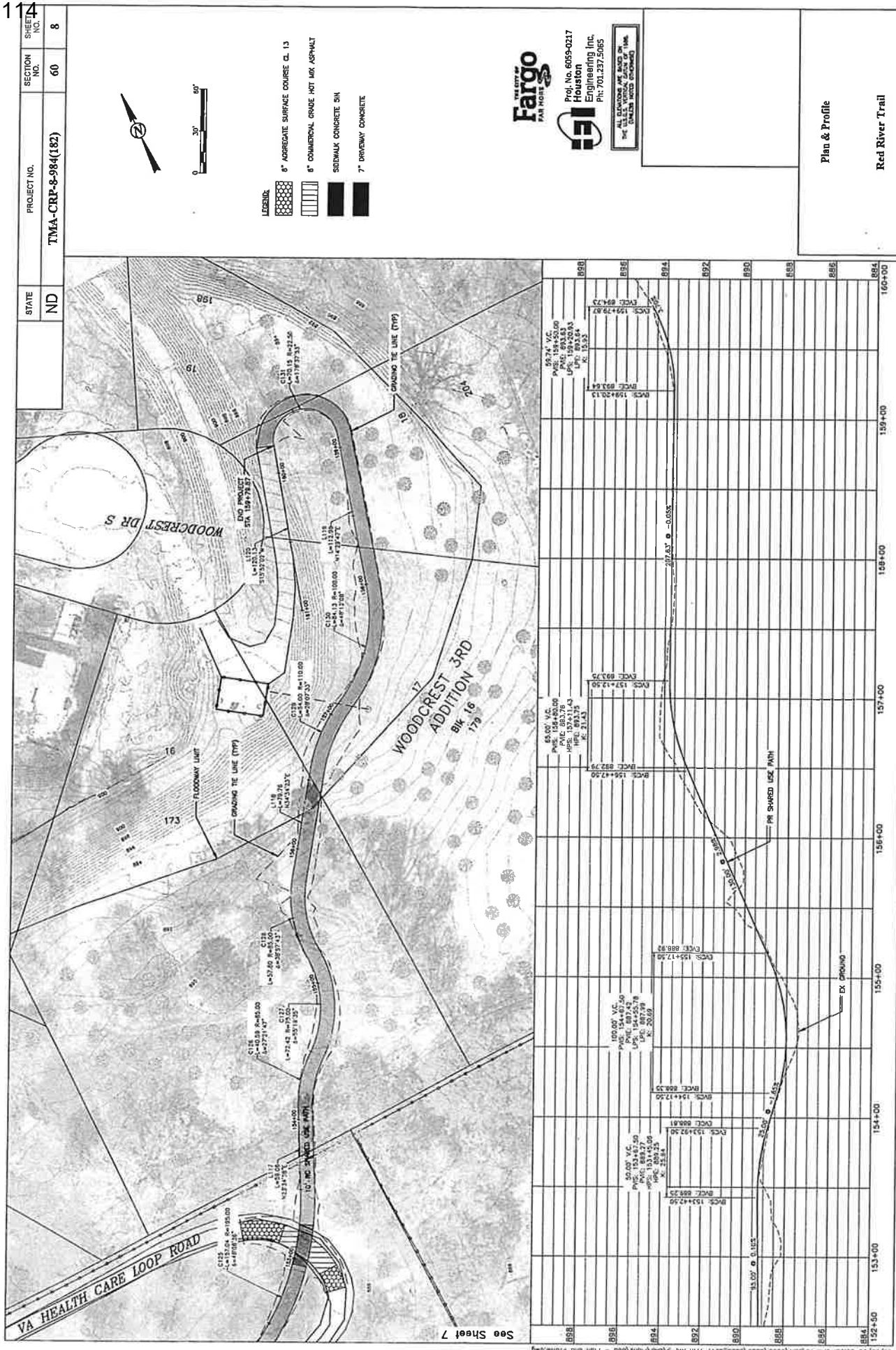


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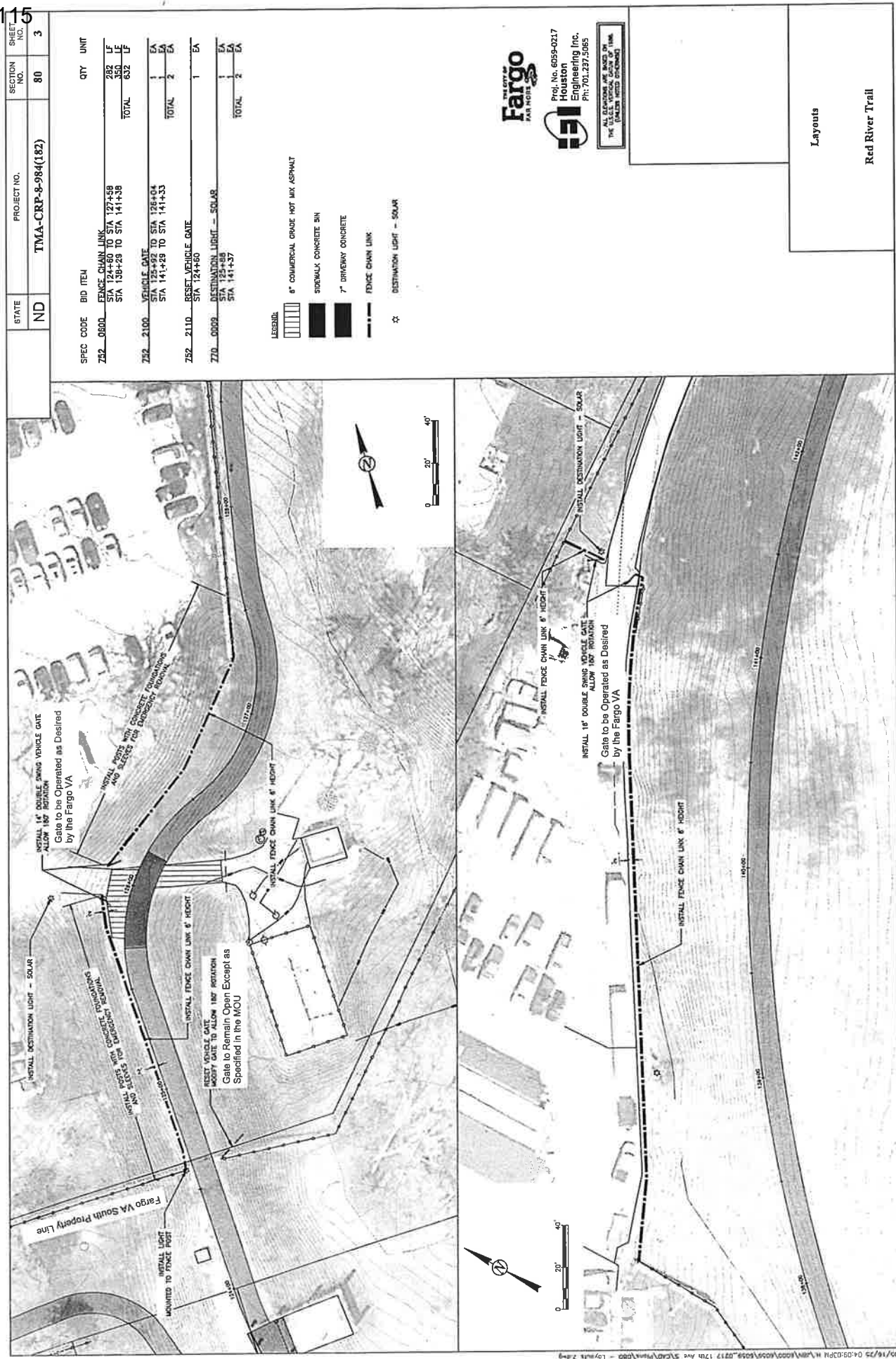


**Fargo**  
THE CITY OF  
FAR MORE

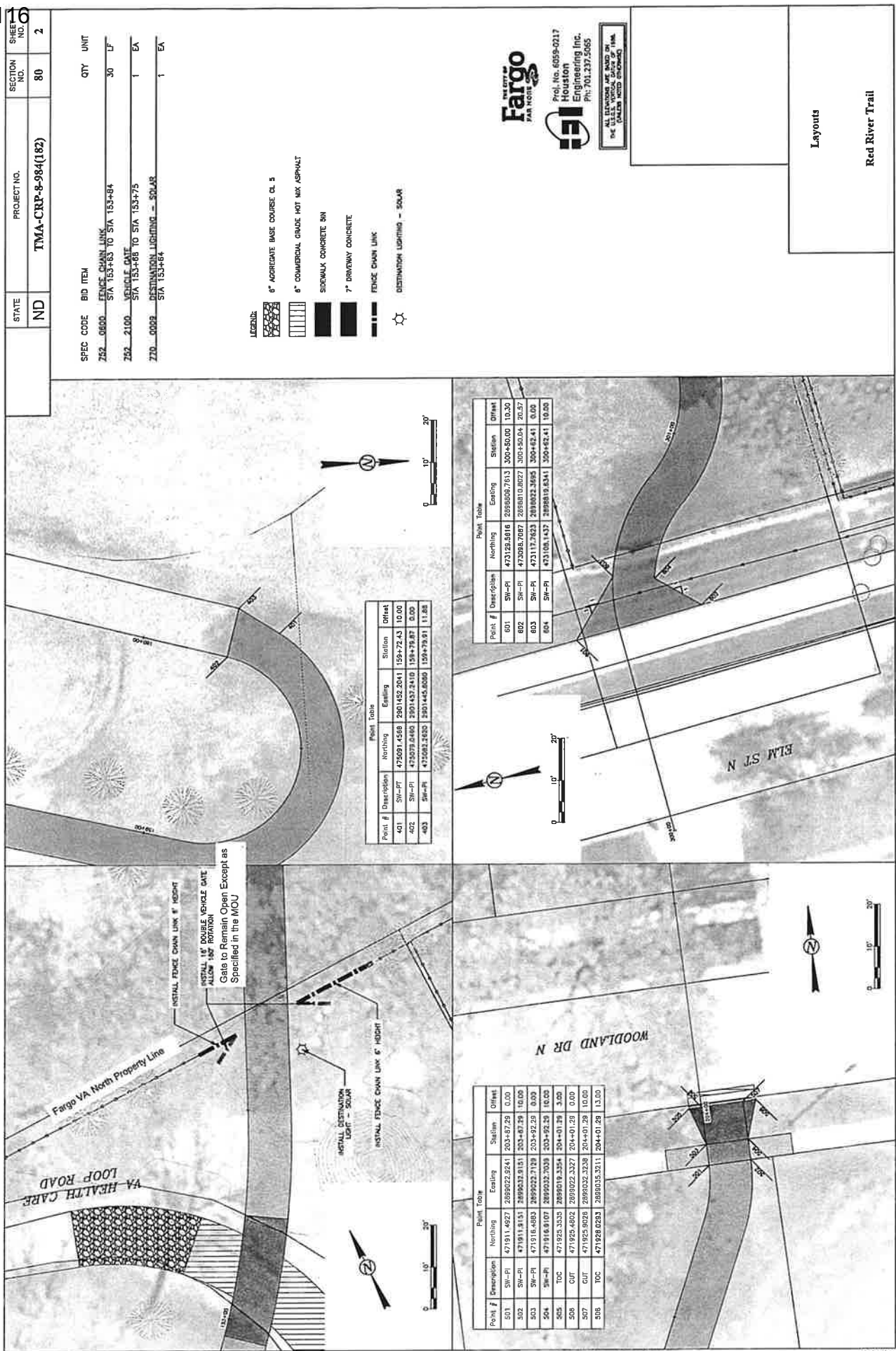
ALL ELEVATIONS ARE BASED ON THE 1981 MEAN TIDAL DATUM OF 1986.

## Plan & Profile









**Fargo**  
PAI NORTH  
Houston  
Engineering Inc.  
PH: 701.237.5055

Proj. No. 6055-0217

ALL DIMENSIONS ARE SHOWN IN  
THE LATEST REVISION OF THIS  
(PLEASE REFER TO DRAWING)

Layouts

Red River Trail



STA 124+50 - 4.0' LT  
FENCE MOUNTED

STA 126+12 - 4.0' LT  
NEW SIGN & SUPPORT

**NOTICE**

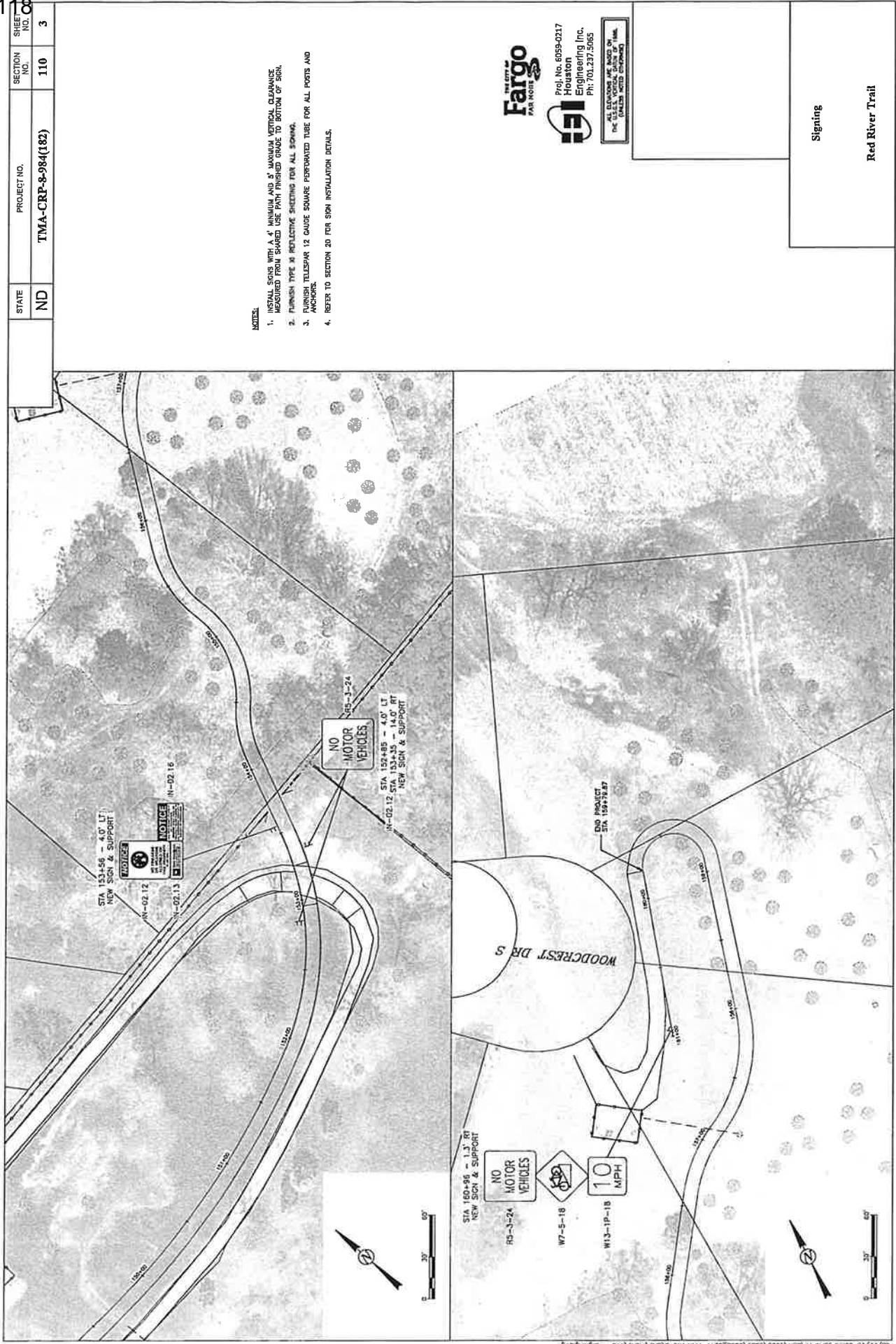
- Notes:**



ALL ELEVATIONS ARE BASED ON  
THE U.S.S. VERTICAL DATUM OF 1988.  
(WATERING HOLES OTHERWISE)

## Red River Trail





**NOTES**

1. INSTALL SIGNS WITH A 4" MINIMUM AND 8" MAXIMUM VERTICAL CLEARANCE MEASURED FROM SHARED USE PATH FINISHED GRADE TO BOTTOM OF SIGN.
2. FURNISH TYPE XX REFLECTIVE SHEETING FOR ALL SIGNING.
3. FURNISH TELEGRAPH 12 GAUGE SQUARE PERFORATED TUBE FOR ALL POSTS AND ANCHORS.
4. REFER TO SECTION 20 FOR SIGN INSTALLATION DETAILS.

**Fargo**  
FARGO NORTH DAKOTA

**ISI**  
Engineering Inc.  
Houston  
PH: 703.237.5065

ALL SIGNING AND SIGNS ON  
THE U.S. FEDERAL HIGHWAY SYSTEM  
(EXCEPT WHERE SHOWN OTHERWISE)

Signing

Red River Trail



PROJECT NO.	SECTION NO.	SHEET NO.
TMA-CRP-8-984(182)	110	5


[illegible]

LETTER POSITIONS (X)										LENGTH	SERIES/SIZE
N	O	T	I	C	E						HELVETICA BOLD
2,30	5,05	7,29	5,72	15,55	13,34					13,33	2,5
N	O	F	I	A	H	M	S				HELVETICA BOLD
2,64	4,04	5,29	7,31	7,31	8,51	10,11	11,5	12,75	14,15	12,15	2,25
O	H	W	A	P	O	H	S				HELVETICA BOLD
2,77	4,18	6,3	8,07	9,11	10,5	11,61	13,09	14,22		12,47	2,25
A	L	G	O	W	I	D	S				HELVETICA BOLD
2,93	4,32	5,25	6,4	7,59	9,45	10,42	12,87	14,08		12,14	2,25
T	H	I	S	P	R	O	P	E	R	Y	HELVETICA BOLD
1,82	2,99	4,24	4,67	6,50	7,85	10,59	10,47	11,54	12,8	13,87	15
I	B	U	S	C							HELVETICA BOLD
5,69	6,32	7,23	7,99	8,66						3,62	0,75
9	3	0									HELVETICA BOLD
10,45	11,04	11,62								1,66	0,75

[illegible]

LETTER POSITIONS (X)																LENGTH		SERIES/SIZE	
V	I	E	E	S	V	F	V	E	I	O	N	E						Helvetica Bold	
5.25	6.15	6.40	7.10	7.80	8.14	8.99	10.72	11.14	11.45	12.50	13.82	15.20	15.55	14.27	14.94	13.85	11	0.89/0.63	
E	F	I	N	A	H	P	F											Helvetica Bold	
9.28	5.86	5.81	6.50	6.77	7.44	7.63	8.32	8.9	8.25	10.01	10.20	10.60	11.06	11.46	12.13	12.51	12.81	13.25	13.84
V	I	E	E	S	V	F	V	E	I	O	N	E						Helvetica Bold	
5.25	5.27	5.94	6.56	6.75	7.48	7.87	8.29	8.97	9.28	9.79	10.25	10.41	11.11	11.53	11.98	12.19	12.49	13.81	13.2
I	N	E	F	I	N	S	B	O										Helvetica Bold	
5.35	5.44	5.05	6.30	6.45	6.68	7.31	7.5	7.81	8.50	9	8.42	8.83	10.25	11.02	11.41	11.74	12.4	12.70	13.19
																		Helvetica Bold	
																		10.1	0.5/0.38

SIGN DETAIL		SIGN NUMBER		N4-25116	
WIDTH x HEIGHT		1'-8" x 1'-0"			
BORDER WIDTH		3"			
CORNER RADIUS		0.5"			
MOUNTING		Ground			



**Houston**  
Engineering Inc.  
P.O. Box 133750  
Dallas, TX 75213

CHANDRU CHIDAMBARAM  
WILL BE RULING INDIA WITH  
NO OTHER MAN BEHIND HIM

### Sign Details

## Red River Trail











15

October 7, 2025

Board of City Commissioners  
City of Fargo  
225 4<sup>th</sup> Street North  
Fargo, ND 58102

Re: Permanent Easement – Project #AN-19-A1

Dear Commissioners:

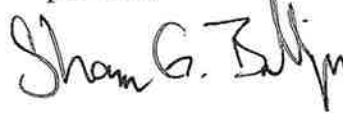
Accompanying for City Commission review and approval is an original permanent easement from **Chad Borgen Properties LLC** in association with Project #AN-19-A1.

RECOMMENDED MOTION:

Approve permanent easement from **Chad Borgen Properties LLC**.

Please return the signed original.

Respectfully submitted,



Shawn G. Bullinger  
Land Acquisition Specialist

C: Tom Knakmuhs  
Jeremy Engquist



**PERMANENT EASEMENT**  
**(Alley)**

**KNOW ALL MEN BY THESE PRESENTS** that **CHAD BORGEN PROPERTIES LLC** hereinafter referred to as "Grantor", for and in consideration of the sum of One and no/100 Dollars (\$1.00) and other valuable consideration, to it in hand paid the receipt whereof is hereby acknowledged, **HEREBY GRANTS UNTO THE CITY OF FARGO, NORTH DAKOTA**, a municipal corporation, its successors and assigns, hereinafter referred to as "Grantee", a permanent and perpetual easement over, upon and in the land hereinafter described for the purpose of laying, constructing, operating, maintaining and repairing a street and all other public utilities, together with the customary appurtenances including location of any and all utilities, said parcel being more particularly described as follows:

A tract of land in Block 14 of **HECTOR'S ADDITION** to the City of Fargo, Cass County, North Dakota described as follows:

The Easterly 10.00 feet of the West Half of Lot 6, Block 14 of **HECTOR'S ADDITION** to the City of Fargo, Cass County, North Dakota.

Said tract contains 482.50 square feet, more or less.

Bearings based on the City of Fargo ground control system.

Grantor, its successors and assigns, hereby covenants to and with Grantee that Grantee's officers, contractors, agents and employees may at any and all times when necessary or



convenient to do so, go over and upon said above-described parcel of land and perform any and all acts necessary or convenient to carry into effect the purpose for which the grant is made.

Grantor, its successors and assigns, further agrees that they will not disturb, injure, molest or in any manner interfere with said street and customary appurtenances including location of any and all utilities, or with material for laying, maintaining, operating or repairing the same, in, over or upon the above-described premises, and Grantor expressly warrants and states that no buildings, trees, shrubs or other obstacles of any kind shall be placed or located upon the parcel so as to interfere in any manner with the construction, operation, maintenance or repair of said street including location of any and all utilities or customary appurtenances, provided that Grantee, at its own expense, shall refill any excavation it makes and level the ground thereafter, leaving the premises in as good condition as it was prior to the time of constructing of said street and customary appurtenances was begun.

(Signatures on following pages)



GRANTOR:

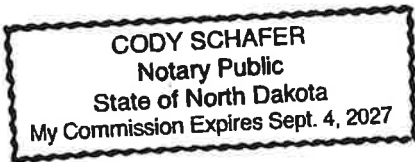
Dated: 9-25-25

[Signature]  
Chad Borgen Properties LLC

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

On this 25 day of Sept, 2025, before me, a notary public in and for said county and state, personally appeared **Chad Borgen Properties LLC**, described in and that executed the within and foregoing instrument, and acknowledged that the entity executed the same.

(S E A L)



[Signature]  
Notary Public  
Cass County, North Dakota  
My commission expires: \_\_\_\_\_



**GRANTEE:**

City of Fargo, a North Dakota municipal corporation

Dated: \_\_\_\_\_

\_\_\_\_\_  
Timothy J. Mahoney, M.D., Mayor

ATTEST:

\_\_\_\_\_  
Steven Sprague, Auditor

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

On this \_\_\_\_ day of \_\_\_\_\_, 2025, before me, a notary public in and for said county and state, personally appeared **Timothy J. Mahoney, M.D.** and **Steven Sprague**, to me known to be the Mayor and Auditor, respectively, of the **City of Fargo**, a North Dakota municipal corporation described in and that executed the within and foregoing instrument, and acknowledged to me that said municipal corporation executed the same.

\_\_\_\_\_  
Notary Public  
Cass County, North Dakota

(SEAL)

The legal description was prepared by:  
City of Fargo Engineering Department  
City of Fargo  
225 4<sup>th</sup> Street North  
Fargo, ND 58102  
(701) 241-1545

This document prepared by:  
Nancy J. Morris  
City Attorney  
Serkland Law Firm  
10 Roberts Street North  
Fargo, ND 58102  
(701) 232-8957  
nmorris@serklandlaw.com



## REPORT OF ACTION

(16)

## PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

Improvement District No. BN-23-F1

Type: Change Order #5

Location: Dakota Commerce Center North Addition

Date of Hearing: 10/6/2025

Routing

City Commission

Date

10/13/2025

PWPEC File

X

Project File

Jason Satterlund

The Committee reviewed the accompanying correspondence from Project Manager, Jason Satterlund, related to Change Order #5 in the amount of \$8,272.67 for additional work.

Staff is recommending approval of Change Order #5 in the amount of \$8,272.67, which increases the total contract amount to \$10,688,845.60.

On a motion by Steve Sprague, seconded by Nicole Crutchfield, the Committee voted to recommend approval of Change Order #5 to Dakota Underground.

RECOMMENDED MOTION

Concur with the recommendations of PWPEC and approve Change Order #5 in the amount of \$8,272.67, bringing the total contract amount to \$10,688,845.60 to Dakota Underground.

PROJECT FINANCING INFORMATION:

Recommended source of funding for project: Water Reclamation Funds & Special Assessment

Yes No

N/A

N/A

N/A

Developer meets City policy for payment of delinquent specials

Agreement for payment of specials required of developer

Letter of Credit required (per policy approved 5-28-13)

COMMITTEE

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

Tim Mahoney, Mayor

Nicole Crutchfield, Director of Planning

Gary Lorenz, Fire Chief

Brenda Derrig, Assistant City Administrator

Ben Dow, Director of Operations

Steve Sprague, City Auditor

Tom Knakmuhs, City Engineer

Susan Thompson, Finance Director

ATTEST:

C: Kristi Olson



Tom Knakmuhs, P.E.  
City Engineer



## Memorandum

**To:** Members of PWPEC  
**From:** Jason Satterlund, Project Manager  
**Date:** September 30, 2025  
**Re:** Improvement District No. BN-23-F1 – Change Order #5

---

### **Background:**

Improvement District No. BN-23-F1 is to provide City infrastructure for the development of new commercial properties within and surrounding Dakota Commerce Center North Addition.

Dakota Underground is the Prime Contractor on this project.

Change Order #5 includes an increase in the size of the generator pad, which will improve maintenance access. It also covers the installation of storm pipe and manhole rim adjustments at the end of the project to address a few drainage issues.

The additional cost will be special assessed to the benefitting properties.

No additional days are required to complete the work.

### **Recommended Motion:**

Approve Change Order No. 5 in the amount of \$8,272.67 for Improvement District No. BN-23-F1.

JTS/klb  
Attachment



CHANGE ORDER REPORT  
NEW PAVING AND UTILITY CONSTRUCTION  
IMPROVEMENT DISTRICT NO. BN-23-F1

ON 48TH AVENUE NORTH BETWEEN COUNTY HIGHWAY 81 AND 37TH STREET  
NORTH. ON COUNTY HIGHWAY 81 FROM 44TH AVENUE NORTH TO 48TH AVENUE  
NORTH. ON 41ST STREET NORTH FROM 48TH AVENUE NORTH TO 1100' NORTH. ON  
37TH STREET NORTH FROM 46TH AVENUE NORTH TO 950' NORTH OF 48TH AVENUE  
NORTH.

Change Order No 5 Change Order Date 9/30/2025  
Contractor Dakota Underground Co Inc

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

EXPLANATION OF CHANGE

Change Order #5 Increase in Sanitary Sewer lift station generator pad size for improved maintenance access and storm sewer modifications to improve drainage.

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 5	74	Mobilization	LS	0	1	0	1	1	\$2,000.00	\$2,000.00
	75	Modify Manhole	EA	0	0	0	2	2	\$718.85	\$1,437.70
	76	F&I Pipe 15" Dia Polypropylene	LF	0	0	0	37	37	\$55.00	\$2,035.00
	77	F&I Pavement 8" Thick Reinf Conc	SY	0	0	0	16.4	16.4	\$170.73	\$2,799.97
										Change Order 5 Sub Total
										\$8,272.67



Summary.

Source Of Funding

Net Amount Change Order # 5 (\$)

Previous Change Orders (\$)

Original Contract Amount (\$)

Total Contract Amount (\$)

Special Assessments, Water Reclamation

\$8,272.67

\$524,525.37

\$10,156,047.56

\$10,688,845.60

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

APPROVED  
For Contractor  
Title  
  
*Jared Heller*  
Dakota Underground Company  
10/3/2025

APPROVED DATE  
Department Head  
Mayor  
Attest  
  
*T-H-Q-Q*



## PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

(17)

Improvement District No. BN-25-E1

Type: Change Order #1 &amp; Time Extension

Location: Selkirk Place 3<sup>rd</sup> Addition

Date of Hearing: 10/6/2025

RoutingDate

City Commission

10/13/2025

PWPEC File

X

Project File

Will Bayuk

The Committee reviewed a communication from Project Manager, Will Bayuk, regarding Change Order #1 in the amount of \$161,454.33 for additional work and an 4-day time extension to the Phase 1 Interim Completion Date, bringing it to October 3, 2025.

Staff is seeking approval of Change Order #1 in the amount of \$161,454.33, which increases the total contract amount to \$6,560,498.04 and the associated time extension as described above.

On a motion by Steve Sprague, seconded by Nicole Crutchfield, the Committee voted to recommend approval of Change Order #1 and the associated time extension to Dakota Underground.

RECOMMENDED MOTION

Concur with the recommendations of PWPEC and approve Change Order #1 in the amount of \$161,454.33, bringing the total contract amount to \$6,560,498.04, and the associated 4-day time extension bringing the Phase 1 Interim Completion Date to October 3, 2025 to Dakota Underground.

PROJECT FINANCING INFORMATION:Recommended source of funding for project: Special Assessments

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

Yes No

N/AN/AN/ACOMMITTEE

Present Yes No Unanimous

✓

Tim Mahoney, Mayor

☐☐☐

Nicole Crutchfield, Director of Planning

☒☒☐

Gary Lorenz, Fire Chief

☒☒☐

Brenda Derrig, Assistant City Administrator

☒☒☐

Ben Dow, Director of Operations

☒☒☐

Steve Sprague, City Auditor

☒☒☐

Tom Knakmuhs, City Engineer

☒☒☐

Susan Thompson, Finance Director

☒☒☐

ATTEST:

C: Kristi Olson



Tom Knakmuhs, P.E.  
 City Engineer



# Memorandum

**To:** Members of PWPEC  
**From:** Will Bayuk, PE, Project Manager  
**Date:** September 29, 2025  
**Re:** Improvement District No. BN-25-E1 – Change Order #1 & Time Extension

---

**Background:**

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

Dakota Underground is the Prime Contractor on this project.

I am writing to seek approval for the attached Change Order #1, which details modifications to the bid items due to Construction Revisions and unforeseen circumstances the Contractor encountered during construction.

**Details of Change Order #1:**

1. Reginal Detention Pond Modifications

The storm sewer system required significant modifications including upsizing manholes and pipes and adding an outfall into the pond. The original pond design was revised to accommodate stormwater capacity requirements and with the size and depth of the new configuration, the existing storm sewer had to be relocated to prevent the top of the pipe from being exposed above grade. With the relocation of the storm sewer, it also created additional conflicts with the water main which required lowering and the addition of fittings to resolve elevation issues.

2. 67<sup>th</sup> Avenue South Cass County Drain 53 Crossing Modifications

Adjustments to paving and storm sewer quantities were required due to construction revisions for raising the roadway grade at the Drain 53 crossing on 67th Avenue South by one foot. The original design placed the roadway elevation three feet lower than the adjacent levees to help reduce the amount of water backing up south of the crossing. However, the Cass County Drain Board ultimately granted a variance allowing the roadway to be set two feet below the existing drain levees. This revision raises the roadway to that approved elevation and eliminates the need to remove existing infrastructure that had previously been installed on the east side of the drain. Additionally, to maintain acceptable cross slopes, the proposed box culverts were required to be extended by six feet.



Several changes involve eliminating or salvaging infrastructure from the Selkirk Place 1<sup>st</sup> Addition project that is no longer needed or could be reused efficiently. These include the elimination of existing sanitary and water services, salvaging of the existing gravel road, and removal of the sanitary sewer grinder pump.

#### 4. Addition of Sanitary Sewer Services

### Summary of Changes:

Summary of Changes							
Bid Items Modified							
CO Detail #	Section	Line No	Item Description	Unit	CO Quantity	Unit Price	CO Amount
2	67th Ave S - Storm Sewer	54	Modify Manhole	EA	-2.00	\$ 2,000.00	\$ (4,000.00)
67th Ave S - Storm Sewer Subtotal							\$ (4,000.00)
2	67th Ave S - Paving	61	Remove Pavement All Thickness All Types	SY	-100.00	\$ 15.00	\$ (1,500.00)
2	67th Ave S - Paving	63	F&I Box Culvert 8'x8' Wide Reinf Conc	LF	12.00	\$ 2,000.00	\$ 24,000.00
2	67th Ave S - Paving	68	Subcut	CY	-100.00	\$ 5.00	\$ (500.00)
2	67th Ave S - Paving	69	Subgrade Preparation	SY	-617.00	\$ 1.50	\$ (925.50)
2	67th Ave S - Paving	70	F&I Woven Geotextile	SY	202.00	\$ 1.70	\$ 343.40
2	67th Ave S - Paving	71	F&I Class 5 Agg - 8" Thick	SY	202.00	\$ 12.00	\$ 2,424.00
2	67th Ave S - Paving	72	F&I Edge Drain 4" Dia PVC	LF	-244.00	\$ 8.00	\$ (1,952.00)
2	67th Ave S - Paving	73	F&I Curb & Gutter Standard (Type II)	LF	-244.00	\$ 26.00	\$ (6,344.00)
2	67th Ave S - Paving	74	Remove Curb & Gutter	LF	-244.00	\$ 8.00	\$ (1,952.00)
2	67th Ave S - Paving	81	F&I Asphalt Pavement FAA 43 w/ PG58H-34	Ton	-146.00	\$ 80.00	\$ (11,680.00)
67th Ave S - Paving Subtotal							\$ 1,913.90
1	Storm Sewer	122	F&I Manhole 4' Dia Reinf Conc	EA	-1.00	\$ 3,375.00	\$ (3,375.00)
1	Storm Sewer	124	F&I Manhole 6' Dia Reinf Conc	EA	-1.00	\$ 7,775.00	\$ (7,775.00)
Storm Sewer Subtotal							\$ (11,150.00)
Bid Items Modified Total							\$ (13,236.10)
Bid Items Deleted							
CO Detail #	Section		Item Description	Unit	CO Quantity	Unit Price	CO Amount
1	Regional Detention	7	F&I Manhole Type E Reinf Conc	EA	-1.00	\$42,000.00	\$ (42,000.00)
Regional Detention Subtotal							\$ (42,000.00)
Bid Items Deleted Total							\$ (42,000.00)
Bid Items Added							
CO Detail #	Section		Item Description	Unit	CO Quantity	Unit Price	CO Amount
2	67th Ave S - Cass Rural Water	30	F&I Restr Joint Pipe C900 DR 18 - 12" Dia PVC	LF	520.00	\$ 62.67	\$ 32,588.40
67th Ave S - Cass Rural Water Subtotal							\$ 32,588.40
3	Sanitary Sewer	29	Remove Lift Station	EA	1.00	\$ 7,500.00	\$ 7,500.00
3	Sanitary Sewer	31	Eliminate Sewer Service	EA	1.00	\$ 1,000.00	\$ 1,000.00
4	Sanitary Sewer	32	F&I Saddle Wye 10"x6" PVC	EA	7.00	\$ 3,000.00	\$ 21,000.00
Sanitary Sewer Subtotal							\$ 29,500.00
3	Cass Rural Water	33	Eliminate Water Service	EA	1.00	\$ 1,000.00	\$ 1,000.00
3	Cass Rural Water	40	Special Bid Item A	LS	1.00	\$ 8,910.45	\$ 8,910.45
Cass Rural Water Subtotal							\$ 9,910.45
1	Storm Sewer	34	F&I Manhole 7' Dia Reinf Conc	EA	1.00	\$16,980.00	\$ 16,980.00
1	Storm Sewer	35	F&I Manhole 8' Dia Reinf Conc	EA	1.00	\$24,200.00	\$ 24,200.00
Storm Sewer Subtotal							\$ 41,180.00
3	Paving	39	Salvage Gravel	SY	3,500.00	\$ 7.80	\$ 27,300.00
Paving Subtotal							\$ 27,300.00
1	Regional Detention	36	F&I Manhole Type E Reinf Conc	EA	1.00	\$33,493.42	\$ 33,493.42
1	Regional Detention	37	F&I Pipe 42" Dia Reinf Conc	LF	195.00	\$ 170.00	\$ 33,150.00
1	Regional Detention	38	F&I Flared End Section 42" Dia Reinf Conc	EA	1.00	\$ 4,413.56	\$ 4,413.56
3	Regional Detention	41	Special Bid Item B	LS	1.00	\$ 5,154.60	\$ 5,154.60
Regional Detention Subtotal							\$ 76,211.58
Bid Items Added Total							\$216,690.43
Change Order #1 Total							\$163,454.33



**Time Extension to Phase 1 Interim Completion Date:**

During the design of this project we anticipated losing 6 working days due to weather during the course of this project in August and September, and included them in the original Phase 1 Interim Completion Date. The Contractor actually lost a total of 10 working days during this time period. Therefore a 4-day time extension to the Phase 1 Interim Completion Date is being requested due to an unseasonable amount of rain over a span of 3 weeks that caused the Contractor delays.

**Recommended Motion:**

I recommend the approval of Change Order #1 in the amount of \$161,454.33 to Dakota Underground Inc., and a 4-day time extension to the Phase 1 Interim Completion Date, moving it from September 29, 2025 to October 3, 2025.

WRB/klb

Attachment





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

<b>Change Order No</b>	1	<b>Change Order Date</b>	7/30/2025
<b>Contractor</b>	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) Addition of Restrained Joints for Watermain Under Drain 53.
- 2) Upsizing to Storm Sewer Manholes and Pipes, Addition of Outfall into Pond due to Construction Revision for Pond.
- 3) Eliminate Existing Sanitary and Water Services.
- 4) Salvage Existing Gravel Road.
- 5) Remove Existing Sewer Grinder.
- 6) Changes to Paving and Storm Quantities due to Construction Revision for Raising Road Grade at Drain Crossing.
- 7) Watermain Lowering due to Pipe Elevation Conflicts.
- 8) Relocate Existing Lift Station Access Swing Gate.
- 9) Addition of Sewer Services on Selkirk Drive.

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 (\$)
Regional Detention	7	F&I Manhole Type E Reinf Conc	EA	1			1	-1	0	\$42,000.00
Change Order 1	29	Remove Lift Station	EA	0			0	1	1	\$7,500.00
	30	F&I Restr Joint Pipe C900 DR 18 - 12" Dia PVC	LF	0			0	520	520	\$62.67
	31	Eliminate Sewer Service	EA	0			0	1	1	\$1,000.00
	32	F&I Saddle Wye 10"x6" PVC	EA	0			0	7	7	\$3,000.00
	33	Eliminate Water Service	EA	0			0	1	1	\$1,000.00
<b>Regional Detention Sub Total</b>										<b>-\$42,000.00</b>
										<b>\$7,500.00</b>
										<b>\$32,588.40</b>
										<b>\$1,000.00</b>
										<b>\$21,000.00</b>
										<b>\$1,000.00</b>



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 (\$)
67th Ave S - Storm Sewer	34	F&I Manhole 7' Dia Reinf Conc	EA	0		0	1	1	\$16,980.00	\$16,980.00
	35	F&I Manhole 8' Dia Reinf Conc	EA	0		0	1	1	\$24,200.00	\$24,200.00
	36	F&I Manhole Type E Reinf Conc	EA	0		0	1	1	\$33,493.42	\$33,493.42
	37	F&I Pipe 42" Dia Reinf Conc	LF	0		0	195	195	\$170.00	\$33,150.00
	38	F&I Flared End Section 42" Dia Reinf Conc	EA	0		0	1	1	\$4,413.56	\$4,413.56
	39	Salvage Gravel	SY	0		0	3500	3500	\$7.80	\$27,300.00
	40	Special Bid Item A	LS	0		0	1	1	\$8,910.45	\$8,910.45
67th Ave S - Storm Sewer	41	Special Bid Item B	LS	0		0	1	1	\$5,154.60	\$5,154.60
								<b>Change Order 1 Sub Total</b>		<b>\$216,690.43</b>
	54	Modify Manhole	EA	3		3	-2	1	\$2,000.00	-\$4,000.00
67th Ave S - Paving								<b>67th Ave S - Storm Sewer Sub Total</b>		<b>-\$4,000.00</b>
	61	Remove Pavement All Thicknesses All Types	SY	123		123	-100	23	\$15.00	-\$1,500.00
	63	F&I Box Culvert 8'x8' Wide Reinf Conc	LF	242		242	12	254	\$2,000.00	\$24,000.00
	68	Subcut	CY	610		610	-100	510	\$5.00	-\$500.00
	69	Subgrade Preparation	SY	6483		6483	-617	5866	\$1.50	-\$925.50
	70	F&I Woven Geotextile	SY	5664		5664	202	5866	\$1.70	\$343.40
	71	F&I Class 5 Agg - 8" Thick	SY	5664		5664	202	5866	\$12.00	\$2,424.00
	72	F&I Edge Drain 4" Dia PVC	LF	3292		3292	-244	3048	\$8.00	-\$1,952.00
	73	F&I Curb & Gutter Standard (Type II)	LF	3166		3166	-244	2922	\$26.00	-\$6,344.00
	74	Remove Curb & Gutter	LF	254		254	-244	10	\$8.00	-\$1,952.00



Section	Line No	Item Description	Unit	Orig Cont Qty	Prev C/O Qty	Prev Cont Qty	Curr C/O Qty	Tot Cont Qty	Unit Price (\$)	C/O Ext Price (\$)
	81	F&I Asphalt Pavement FAA 43 w/ PG58H-34	Ton	2069		2069	-146	1923	\$80.00	-\$11,680.00
67th Ave S - Paving Sub Total										
	122	F&I Manhole 4' Dia Reinf Conc	EA	11		11	-1	10	\$3,375.00	-\$3,375.00
	124	F&I Manhole 6' Dia Reinf Conc	EA	3		3	-1	2	\$7,775.00	-\$7,775.00
Storm Sewer Sub Total										
										-\$11,150.00



Summary.

Source Of Funding	Special Assessment, Developer Funded
Net Amount Change Order # 1 (\$)	\$161,454.33
Previous Change Orders (\$)	\$0.00
Original Contract Amount (\$)	\$6,399,043.71
Total Contract Amount (\$)	\$6,560,498.04

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

APPROVED		APPROVED DATE
For Contractor		Department Head
Title	Dakota Underground Company	Mayor
	Project Manager	Attest





## PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

(18)

Improvement District No. FP-19-A4

Type: Change Order #1

Location: 64<sup>th</sup> Ave S, Vet Blvd – 45<sup>th</sup> St

Date of Hearing: 10/6/2025

Routing

City Commission

Date10/13/2025

PWPEC File

X

Project File

Rob Hasey

The Committee reviewed a communication from Storm Sewer Utility Engineer, Rob Hasey, regarding Change Order #1 in the amount of \$26,590.85 for additional work.

Staff is seeking approval of Change Order #1 in the amount of \$26,590.85, which increases the total contract amount to \$13,327,500.94.

On a motion by Steve Sprague, seconded by Nicole Crutchfield, the Committee voted to recommend approval of Change Order #1 to Border States Paving.

RECOMMENDED MOTION

Concur with the recommendations of PWPEC and approve Change Order #1 in the amount of \$26,590.85, bringing the total contract amount to \$13,327,500.94 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
			<input checked="" type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	

Tim Mahoney, Mayor

Nicole Crutchfield, Director of Planning

Gary Lorenz, Fire Chief

Brenda Derrig, Assistant City Administrator

Ben Dow, Director of Operations

Steve Sprague, City Auditor

Tom Knakmuhs, City Engineer

Susan Thompson, Finance Director

ATTEST:

C: Kristi Olson

  
 Tom Knakmuhs, P.E.  
 City Engineer



## Memorandum

**To:** Members of PWPEC  
**From:** Rob Hasey, Storm Sewer Utility Engineer  
**Date:** October 6, 2025  
**Re:** Improvement District No. FP-19-A4 – Change Order #1

---

### **Background:**

Improvement District No. FP-19-A4 is for the second and final phase of construction for the Southwest Regional Pond located south of 52<sup>nd</sup> Avenue South and west of 45<sup>th</sup> Street South.

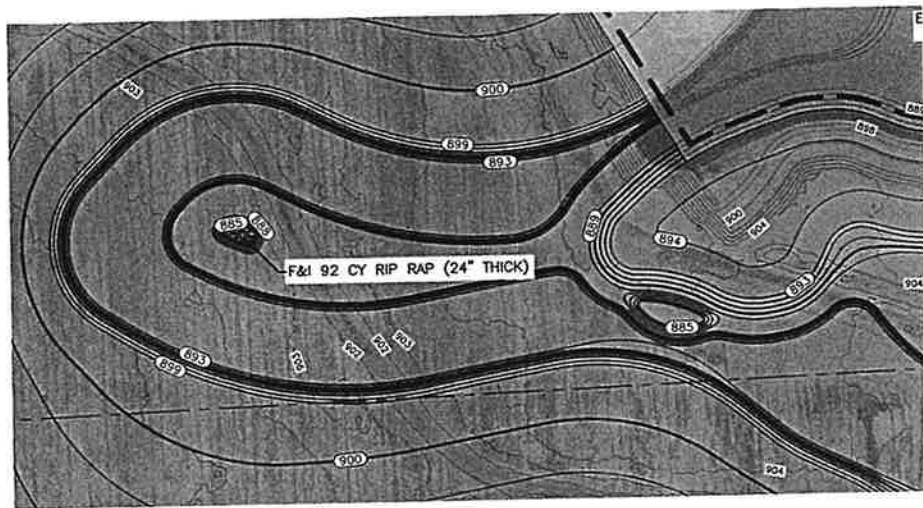
Border States Paving has submitted three extra costs associated with the ongoing work.

Additional traffic control devices were required at the commencement of the project to restrict access into the construction area. Road closed barricades were installed west of 45<sup>th</sup> Street on 64<sup>th</sup> Avenue South to prevent vehicular traffic from entering the jobsite. Border States Paving obtained a cost from their traffic control subcontractor (Northstar Safety) to provide these signs throughout the project duration at a cost of \$1,512.50.

Additional traffic control devices were required for the 45<sup>th</sup> Street detour when box culverts were installed across 45<sup>th</sup> Street. Lane closure devices on 45<sup>th</sup> Street and 64<sup>th</sup> Avenue South were not included in the traffic control plan sheets. Once the detour was installed per plan it was observed that additional traffic control devices were needed in this intersection. The extra cost for the additional traffic control devices that required a watch person to monitor the devices during the 45-day closure totaled \$6,504.75.

Lastly, during the project design phase 92 CY of rip rap was planned to be installed in the NW corner of the pond to be used as fish structure. During construction, ND Game and Fish suggested that 6" of pea rock would provide better structure for fish habitat. Removing 92 CY of rip rap from the contract (-\$8,666.40) and adding 6" of pea rock at a cost of \$27,240 will have a net increase of \$18,573.60 to the contract. The pea rock will be placed near the middle of the pond as noted on the image below.







**Recommended Motion:**

Approve Change Order #1 in the amount of \$26,590.85.

Source of funding: 100% special assessments.

Attachments





CHANGE ORDER REPORT  
SOUTHWEST REGIONAL POND - PHASE 2  
IMPROVEMENT DISTRICT NO. FP-19-A4  
64TH AVENUE SOUTH BETWEEN VETERANS BOULEVARD AND 45TH STREET

Change Order No 1 Change Order Date 9/30/2025  
Contractor Border States Paving Inc

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

EXPLANATION OF CHANGE Change Order # 1

Install "Road Closed" signage on 64th Ave S west of 45th Street at a cost of \$1,512.50.

Install additional traffic control for 45th Street detour at a cost of \$6,504.75.

Remove 92 CY rip rap @ \$94.20/CY for fish structure at a cost deduct of \$8,666.40.

Install 150 SY of pea rock (6" thick) for fish structure at a cost of \$27,240.

Section	Line No	Item Description	Unit	Orig Cont Qty	Prev C/O Qty	Prev Cont Qty	Curr C/O Qty	Tot Cont Qty	Unit Price (\$)	C/O Ext Price (\$)
Storm Sewer	47	F&I Rip Rap Rock	CY	4555		4555	-92	4463	\$94.20	-\$8,666.40
								Storm Sewer Sub Total		-\$8,666.40
Change Order 1	66	F&I Rip Rap Rock	CY	0		0	25	25	\$1,089.60	\$27,240.00
	67	Traffic Control - Type 1	LS	0		0	1	1	\$1,512.50	\$1,512.50
	68	Traffic Control - Type 1	LS	0		0	1	1	\$6,504.75	\$6,504.75
								Change Order 1 Sub Total		\$35,257.25



Summary

Source Of Funding

Net Amount Change Order # 1 (\$)

Previous Change Orders (\$)

Original Contract Amount (\$)

Total Contract Amount (\$)

Special Assessments (100%)

\$26,590.85

\$0.00

\$13,300,910.09

\$13,327,500.94

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

APPROVED

For Contractor

Title



Camden Larson - Border States Paving, Inc.

Project Manager

APPROVED DATE

Department Head

Mayor

Attest







4101 32nd St. N  
Fargo, ND 58108-2586  
Phone: 701-237-4860 Fax: 701-237-0233  
[www.borderstatespaving.com](http://www.borderstatespaving.com)

## Change Order

**Date: 2/17/2025**  
**Change Order: #1**  
**BSPI Job #: 69-24**

**Change Order For:**  
City of Fargo FP-19-A4

### Modifications to Existing Traffic Control

Prepared By: Camden Larson  
Office:701-237-4860 Cell:701-566-2616  
Email: [clarson@borderstatespaving.com](mailto:clarson@borderstatespaving.com)

[illegible]

**Notes:**

CO request per Brady Wall on 2/13/2025. CO will add road closure signage at the intersection of 45th St S & 64th Ave S and at 64th Ave S & 57th St S. Under current plan set there is no signage associated with this road closure for duration of project.

**Total: \$1,512.50**

Respectfully Submitted,

  
Camden Larson  
Estimator/Project Manager





**NorthStar Safety, Inc.**

794 West Main Avenue  
 West Fargo, ND 58078  
 Tel: 701-282-2110  
 Fax: 701-281-1400  
 \*\*\*.northstarsafety.com

**2/13/25 CHANGE ORDER**

<u>Project</u>	<u>ID No.</u>	<u>Location</u>	<u>State</u>	<u>Bid Date</u>
Southwest Regional Pond Phase 2	FP-19-A4	Fargo	North Dakota	11/6/2024

NorthStar Safety, Inc. (NSI) will supply and install all signs, barricades and channelization devices listed below. All daily maintenance, relocating and/or resetting devices would be the contractor's responsibility. NSI would return upon completion of the project to remove all items supplied by us. Our quote is based on the completed date stated in the proposal and does NOT include flagging, pavement markings, providing notifications, removing and resetting existing permanent signs, temporary curb ramps, pedestrian channelizers, detectable edges, temporary roadway or walkway surfaces, no parking signs, temporary safety fence, submitting traffic control plans, repairing damage to roadway or curbs, cleaning of roadway, or any other incidentals.

<u>Item No.</u>	<u>Description</u>	<u>Unit</u>	<u>Quantity</u>	<u>Unit Price</u>	<u>Bid Amount</u>
CO	Traffic Control	LS	1	\$ 1,375.00	\$ 1,375.00

- \* - Material Included in Traffic Control:  
 6 - Type III Barricades w/2 Road Closed Signs

Payments are to be made by progress payments. If a bond is required, a bond fee will be added. Our quote does NOT include Railway Protection Insurance, TERO or any other contract charges. This proposal may be withdrawn if not accepted within 30 days.

Authorized  
 Acceptance  
 Signature \_\_\_\_\_

Print Name \_\_\_\_\_

Authorized  
 Signature

  
 Stephan Lindemann  
 Cell: 701-219-1731  
 E-mail: slindemann@northstarsafety.com





4101 32nd St. N  
Fargo, ND 58108-2586  
Phone: 701-237-4860 Fax: 701-237-0233  
[www.borderstatespaving.com](http://www.borderstatespaving.com)

**Change Order For:**  
City of Fargo FP-19-A4

### Modifications to Existing Traffic Control

## Change Order

**Date: 2/17/2025**  
**Change Order: #1**  
**BSPI Job #: 69-24**

Prepared By: Camden Larson  
Office: 701-511-7239 Cell: 701-566-2616  
Email: [clarson@borderstatespaving.com](mailto:clarson@borderstatespaving.com)


[illegible]

**Total: \$1,512.50**

**Notes:**

Notes:  
CO request per Brady Wall on 2/13/2025. CO will add road closure signage at the intersection of 45th St S & 64th Ave S and at 64th Ave S & 57th St S. Under current plan set there is no signage associated with this road closure for duration of project.

Respectfully Submitted,

  
Camden Larson  
Estimator / Project Manager





To(OWNER): BORDER STATES PAVING INC.  
PO BOX 2586  
FARGO, ND 58108

From: NORTHSTAR SAFETY, INC  
794 WEST MAIN AVE  
WEST FARGO, ND 58078  
(701) 282-2110

Project: BORDER STATES PAVING INC.  
SOUTHWEST REGIONAL POND PH  
2 ID NO FP-19-A4

Via(Architect/  
Engineer)

Application No: 3  
Invoice No: 2471-3  
Invoice Date: 8/31/2025  
Terms: Net 30  
Due Date: 9/30/2025  
Period To: 8/31/2025  
Project No:  
Contract Date:

For:

No.	Description	Total Quantity	Unit	Cost	Completed Units	Current Value	Prior Value	Due This Request
10.019	<u>TRAFFIC CONTROL</u>							
10.CO1	TRAFFIC CONTROL - TYPE 1	1 LS	7,550.00	7,550.00	0.75	5,662.50	1,887.50	3,775.00
	CO1-EXTRA TRAFFIC CONTROL	1 LS	1,375.00	1,375.00	1	1,375.00	1,375.00	0.00
				8,925.00		7,037.50	3,262.50	3,775.00
10.CO2	CO2-WATCHPERSON-8/8-8/31/25	1 DAY	170.00	170.00	24	4,080.00	0.00	4,080.00
10.CO3	CO3-TURN LANE TC-8/4/25	1 LS	1,100.00	1,100.00	1	1,100.00	0.00	1,100.00
10.CO4	CO4-ADDT'L RTE MRKS-8/6/25	1 LS	580.00	580.00	1	580.00	0.00	580.00
10.CO5	CO5-ADDT'L BCADES-8/14/25	1 LS	435.00	435.00	1	435.00	0.00	435.00
				11,210.00		13,232.50	3,262.50	9,970.00





4101 32nd St. N  
Fargo, ND 58108-2586  
Phone: 701-237-4860 Fax: 701-237-0233  
[www.borderstatespaving.com](http://www.borderstatespaving.com)

## Change Order

**Date: 2/17/2025**  
**Change Order: #1**  
**BSPI Job #: 69-24**

**Change Order For:**  
City of Fargo FP-19-A4

### Modifications to Existing Traffic Control

Prepared By: Camden Larson  
Office: 701-511-7239 Cell: 701-566-2616  
Email: [clarson@borderstatespaving.com](mailto:clarson@borderstatespaving.com)

[illegible]

**Notes:**

Notes:  
CO request per Brady Wall on 2/13/2025. CO will add road closure signage at the intersection of 45th St S & 64th Ave S and at 64th Ave S & 57th St S. Under current plan set there is no signage associated with this road closure for duration of project.

- Area to be staked by engineer prior to excavation.

**Total: \$1,512.50**

Respectfully Submitted,

*Constance L. Green*

Camden Larson  
Estimator / Project Manager





## PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

(19)

Improvement District No. BN-24-B1

Type: Time Extension (CO #4)

Location: 44<sup>th</sup> St N, north of 40<sup>th</sup> Ave N  
(Cass Hwy 20)

Date of Hearing: 10/6/2025

RoutingDate

City Commission

10/13/2025

PWPEC File

X

Project File

Tyler Jacobs

The Committee reviewed a communication from Project Manager, Tyler Jacobs, regarding a time extension (Change Order #4) which extends the Substantial Completion Date to October 2, 2025 and the Final Completion Date to March 16, 2026. These time extensions are needed to account for delivery and weather related delays.

Staff is seeking approval of the time extensions detailed above.

On a motion by Steve Sprague, seconded by Nicole Crutchfield, the Committee voted to recommend approval of the time extension (Change Order #4) to Dakota Underground.

RECOMMENDED MOTION

Concur with the recommendations of PWPEC and approve the time extension (Change Order #4) and extend the Substantial Completion Date to October 2, 2025 and the Final Completion Date to March 16, 2026 to Dakota Underground.

PROJECT FINANCING INFORMATION:

Recommended source of funding for project: \_\_\_\_\_

Special Assessments \_\_\_\_\_

Yes No

N/A

N/A

N/A

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

COMMITTEE

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

Tim Mahoney, Mayor

Nicole Crutchfield, Director of Planning

Gary Lorenz, Fire Chief

Brenda Derrig, Assistant City Administrator

Ben Dow, Director of Operations

Steve Sprague, City Auditor

Tom Knakmuhs, City Engineer

Susan Thompson, Finance Director

ATTEST:

C: Kristi Olson

  
Tom Knakmuhs, P.E.  
City Engineer



## Memorandum

**To:** Members of PWPEC  
**From:** Tyler Jacobs, Project Manager  
**Date:** September 24, 2025  
**Re:** Improvement District No. BN-24-B1 – Time Extension (CO #4)

---

### **Background:**

Improvement District No. BN-24-B1 is for the new construction of underground utilities, concrete pavement, and street lights on 44<sup>th</sup> Street North.

Dakota Underground is the Prime Contractor for this Improvement District.

### **Storm Lift Station Pumps Delay from Manufacturer:**

Dakota Underground has been informed by their supplier that the Storm Lift Station Pumps for the project will not be delivered until after the final completion date has passed. The supplier has given Dakota Underground a shipping date of between late December 2025 and middle of January 2026. Dakota Underground has requested a time extension be added to the Final Completion Date to accommodate for this delay.

Engineering is recommending that the installation of the Storm Lift Station Pumps be removed from the Substantial Completion Date and be included in the Final Completion Date. Based on the estimated delivery date, the Final Completion Date for the installation of the Storm Lift Station Pumps and start up will be March 16, 2026.

### **Time Extension for Weather Delays:**

Dakota Underground submitted a time extension for 26 rain days from when the job was started on 10-30-2024. With 23 anticipated working days lost due to weather, Engineering is recommending 3 days be added to the Substantial Completion date and adjusting that date to October 2, 2025.

### **Recommended Motion:**

Approve the described Time Extension (Change Order #4) and adjust the Substantial Completion from September 29, 2025 to October 2, 2025 and the Final Completion date to March 16, 2026.

TMJ/klb  
Attachment

C: Jason Leonard





CHANGE ORDER REPORT  
NEW PAVING AND UTILITY CONSTRUCTION  
IMPROVEMENT DISTRICT NO. BN-24-B1  
ON 44TH STREET NORTH, NORTH OF 40TH AVENUE NORTH (CASS HWY 20)

9/18/2025

Change Order Date

4

Change Order No

Dakota Underground Co Inc

Contractor

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

**EXPLANATION OF CHANGE** Change Order # 4  
Due to a delay from the supplier, Storm Lift Station Pumps be removed from the Substantial Completion Date and be included in the Final Completion Date. Based on the estimated delivery date, the Final Completion Date for the installation of the Storm Lift Station Pumps and start up will be March 16, 2026. Also, Dakota Underground submitted a time extension for 26 rain days from when the job was started on 10-30-2024. With 23 anticipated working days lost due to weather Engineering is recommending 3 days be added to the Substantial Competition date and adjusting that date to October 2, 2025.

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 (\$)
									Sub Total	\$0.00



Summary.

Source Of Funding

Net Amount Change Order # 4 (\$)

Previous Change Orders (\$)

Original Contract Amount (\$)

Total Contract Amount (\$)

Special Assessment

\$0.00

\$114,217.00

\$9,841,796.56

\$9,956,013.56

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

9/29/2025

Current Final Completion Date

10/29/2025

Additional Days Substantial Completion

3

Additional Days Final Completion

138

New Substantial Completion Date

10/2/2025

New Final Completion Date

3/16/2026

Interim Completion Dates



APPROVED  
For Contractor  
Title

*Jared Heller*  
Dakota Underground Company  
Project Manager

APPROVED DATE  
Department Head  
Mayor  
Attest

*T. Lee*



## PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

20

Improvement District No. BN-24-B1

Type: Electrical Services

Location: Interstate Business District

Date of Hearing: 10/6/2025

Routing

City Commission

Date10/13/2025

PWPEC File

X

Project File

Rob Hasey

The Committee reviewed a communication from Storm Sewer Utility Engineer, Rob Hasey, regarding Cass County Electric's (CCEC) extension of their service line and a new power service line related to Improvement District No. BN-24-B1.

The new development includes a storm sewer retention pond and storm sewer lift station along with a sanitary sewer lift station. The lift station locations will require an extension of CCEC's service line from 44<sup>th</sup> Street to the lift stations. CCEC has provided a cost of \$22,600 to bring service to the storm sewer lift station and a cost of \$5,550 to bring service to the sanitary sewer lift station. Cost is 100% Special Assessed.

On a motion by Brenda Derrig, seconded by Ben Dow, the Committee voted to recommend approval of payment to Cass County Electric Cooperative in the amount of \$28,150 for extension of electrical service to the storm sewer and sanitary lift stations for Improvement District BN-24-B1.

RECOMMENDED MOTION

Concur with the recommendations of PWPEC and approve payment in the amount of \$28,150 to Cass County Electric Cooperative for the extension of electrical service to the storm sewer and sanitary lift stations for Improvement District No. BN-24-B1.

PROJECT FINANCING INFORMATION:

Recommended source of funding for project: \_\_\_\_\_ Special Assessments \_\_\_\_\_

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

Yes	No
N/A	
N/A	
N/A	

COMMITTEE

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

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

C: Kristi Olson

  
 Tom Knakmuhs, P.E.  
 City Engineer



## Memorandum

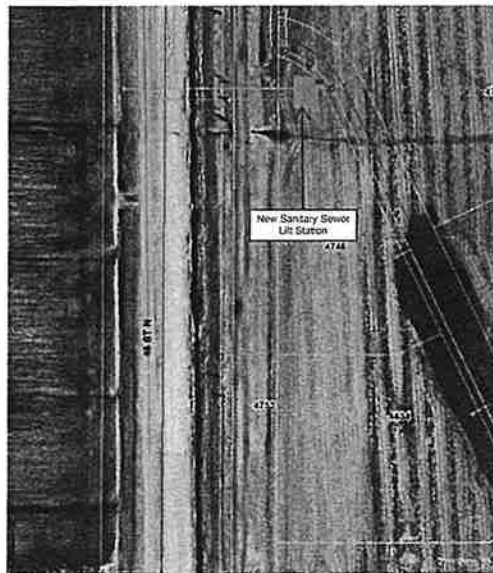
**To:** Members of PWPEC  
**From:** Rob Hasey, Storm Sewer Utility Engineer  
**Date:** October 6, 2025  
**Re:** Improvement District No. BN-24-B1 – Storm Lift Station Electrical Service

---

### Background:

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

This new development includes a storm sewer retention pond and storm sewer lift station on lot #2 (#4260). It also includes a sanitary sewer lift station on lot #7 (#4746). The lift station locations are shown below. CCEC's infrastructure will be along 44<sup>th</sup> Street which will require an extension of their line from 44<sup>th</sup> Street to the lift stations as shown in red below. CCEC has provided a cost of \$22,600 to bring a new power service line to the storm sewer lift station and a cost of \$5,550 to bring a new power service line to the sanitary sewer lift station.



### Recommended Motion:

Approve the total cost of \$28,150 to CCEC to establish new electrical services to the storm sewer and sanitary sewer lift stations in the Interstate Business District.

Source of Funding: 100% Special Assessments.

RJH/klb  
Attachments





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

**INVOICE: 45877**

Invoice Date: 09/29/2025  
Terms: NET DUE  
Due Date: 10/29/2025  
Amount Due: \$ 22,600.00

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

Account: 2551					Page 1 of 1
Description: Aid to Construction- New service to storm lift in Interstate Business District.					
DESCRIPTION	QUANTITY	UOM	UNIT PRICE	AMOUNT	TAX
AID TO CONSTRUCTION	150.000	EA	25.0000	3,750.00	
Transformer Charge					
AID TO CONSTRUCTION	1.000	EA	400.0000	400.00	
Amperage Connect Fee					
AID TO CONSTRUCTION	615.000	EA	30.0000	18,450.00	
Line Extension Fee					
<b>MESSAGES</b>					
		Subtotal: \$ 22,600.00			
		Tax: \$ 0.00			
		Total: \$ 22,600.00			
		Amount Paid: \$ 0.00			
		Amount Due: \$ 22,600.00			

RETURN BOTTOM PORTION WITH PAYMENT



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

Account: 2551  
Invoice: 45877  
Due Date: 10/29/2025  
Amount Due: \$ 22,600.00

Amount Of Payment: \_\_\_\_\_

Remit To:

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

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





Page 158  
Cass County Electric Cooperative  
701-356-4400 or 800-248-3292  
4100 32<sup>nd</sup> Ave. S.  
Fargo, ND 58104

**INVOICE: 45890**

Invoice Date: 10/03/2025  
Terms: NET DUE  
Due Date: 11/02/2025  
Amount Due: \$ 5,550.00

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

Account: 2551  
Description: Aid to Construction- new service to sanitary lift at 4746 44th St N; Interstate Business District

Page 1 of 1

DESCRIPTION	QUANTITY	UOM	UNIT PRICE	AMOUNT	TAX
AID TO CONSTRUCTION Transformer Charge; \$25 per kVA.	150.000	EA	25.0000	3,750.00	
AID TO CONSTRUCTION Amperage Connect Fee; \$1 per amp.	600.000	EA	1.0000	600.00	
AID TO CONSTRUCTION Line Extension Fee	40.000	EA	30.0000	1,200.00	
Subtotal:				\$ 5,550.00	
Tax:				\$ 0.00	
Total:				\$ 5,550.00	
Amount Paid:				\$ 0.00	
Amount Due:				\$ 5,550.00	

MESSAGES

RETURN BOTTOM PORTION WITH PAYMENT



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

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

Account: 2551  
Invoice: 45890  
Due Date: 11/02/2025  
Amount Due: \$ 5,550.00

Amount Of Payment: \_\_\_\_\_

Remit To:

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



21

October 8, 2025

Honorable Board of  
City Commissioners  
225 4<sup>th</sup> Street North  
Fargo, ND 58102

Re: Improvement District No. BN-26-A

Dear Commissioners:

Improvement District No. BN-26-A was created by the City Commission on September 2, 2025, and the resolution declaring the improvements necessary was first advertised on September 10, 2025. NDCC 40-22-17 states that "within thirty days after the first publication of the resolution declaring the necessity of an improvement project of the type specified in any one of the subsections of section 40-22-01, the owners of any property within the improvement district file written protests describing the property which is the subject of the protest with the city auditor protesting against the adoption of said resolution, the governing body of the municipality, at its next meeting after the expiration of the time for filing such protests, shall hear and determine the sufficiency thereof".

The protest period expired on October 9, 2025. The responses are summarized as follows:

- 2 properties opposed the project 59.0%
- 2 properties support the project 41.0%

The protests to the creation of the assessment district exceed 50%, which terminates the District.

**Recommended Motion:**

Declare protests as sufficient to terminate Improvement District No. BN-26-A.

Sincerely,



Tom Knakmuhs, PE  
City Engineer



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

(22)

Improvement  
District No.

BR-26-E

Call For Bids	<u>October 13</u>	, <u>2025</u>
Advertise Dates	<u>October 22 &amp; 29</u>	, <u>2025</u>
Bid Opening Date	<u>November 19</u>	, <u>2025</u>
Substantial Completion Date	<u>September 26</u>	, <u>2026</u>
Final Completion Date	<u>October 24</u>	, <u>2026</u>

N/A

PWPEC Report (Part of 2026 CIP)

X

Engineer's Report (Attach Copy)

X

Direct City Auditor to Advertise for Bids

X

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

X

Notice to Property Owners (Special Assessments)

N/A

Supplemental Funding Language Included

Project Engineer

Aaron Edgar

Phone No.

(701) 241-1545

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

X

Create District (Attach Copy of Legal Description)

X

Order Plans & Specifications

X

Approve Plans & Specifications

X

Adopt Resolution of Necessity

N/A

Approve Escrow Agreement (Attach Copy for Commission Office Only)

X

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



**RESOLUTIONS PERTAINING TO IMPROVEMENT DISTRICT NO. BR-26-E**

**PAVING AND UTILITY REHAB/RECONSTRUCTION**

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

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

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

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

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

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

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

**NOW THEREFORE BE IT RESOLVED**, That the Plans and Specifications and Engineer's Report for the construction of Improvement District No. BR-26-E 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, Steven Sprague, 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 13<sup>th</sup>, 2025.

**IN WITNESS WHEREOF**, I have hereunto set my hand and affixed the Seal of the City of Fargo, North Dakota, this 9<sup>th</sup> day of October, 2025.

---

Steven Sprague  
City Auditor

(SEAL)





**ENGINEER'S REPORT**  
**PAVING AND UTILITY REHAB/RECONSTRUCTION**  
**IMPROVEMENT DISTRICT NO. BR-26-E**  
**ON 3RD STREET NORTH FROM 7TH AVENUE TO 9TH**  
**AVENUE AND ON 8TH AVENUE NORTH FROM 4TH**  
**STREET TO EAST OF 3RD STREET.**

**Nature & Scope**

This project is for the replacement of the water main, sanitary sewer, storm sewer, street reconstruction and sidewalk replacement.

**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. As part of this project, we will replace the sanitary sewer pipe and 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 bituminous pavement. The storm sewer inlets will also be upgraded as part of the roadway reconstruction. The project will be funded by a combination of State 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 \$1,980,000.00. The cost breakdown is as follows:



**Sanitary Sewer****Construction Cost**

\$449,650.00

**Fees**

Admin	4%	\$17,986.00
Contingency	5%	\$22,482.50
Engineering	10%	\$44,965.00
Interest	4%	\$17,986.00
Legal	3%	\$13,489.50

**Total Estimated Cost****\$566,559.00****Funding**

State Funds - Other ND	90.39%	\$512,110.88
Special Assessments	9.61%	\$54,448.12

**Storm Sewer****Construction Cost**

\$109,600.00

**Fees**

Admin	4%	\$4,384.00
Contingency	5%	\$5,480.00
Engineering	10%	\$10,960.00
Interest	4%	\$4,384.00
Legal	3%	\$3,288.00

**Total Estimated Cost****\$138,096.00****Funding**

State Funds - Other ND	50.00%	\$69,048.00
Special Assessments	50.00%	\$69,048.00



**Water Main**

<b>Construction Cost</b>		\$499,560.00
<b>Fees</b>		

Admin	4%	\$19,982.40
Contingency	5%	\$24,978.00
Engineering	10%	\$49,956.00
Interest	4%	\$19,982.40
Legal	3%	\$14,986.80

<b>Total Estimated Cost</b>		<b>\$629,445.60</b>
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**Funding**

State Funds - Other ND	83.79%	\$527,412.03
Special Assessments	16.21%	\$102,033.57

**Paving**

<b>Construction Cost</b>		\$921,190.00
<b>Fees</b>		

Admin	4%	\$36,847.60
Contingency	5%	\$46,059.50
Engineering	10%	\$92,119.00
Interest	4%	\$36,847.60
Legal	3%	\$27,635.70

<b>Total Estimated Cost</b>		<b>\$1,160,699.40</b>
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**Funding**

State Funds - Other ND	70.15%	\$814,228.92
Special Assessments	29.85%	\$346,470.48

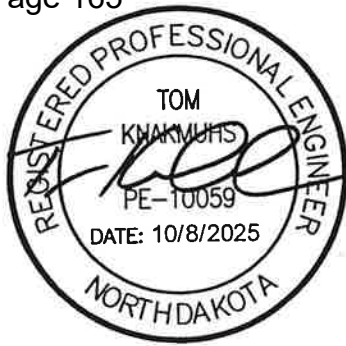
**Project Funding Summary**

State Funds - Other ND	77.07%	\$1,922,799.83
Special Assessments	22.93%	\$572,000.17

<b>Total Estimated Project Cost</b>		<b>\$2,494,800.00</b>
-------------------------------------	--	-----------------------

We believe this project to be cost effective.





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

Thomas Knakmuhs, P.E.  
City Engineer



LOCATION AND COMPRISING  
PAVING AND UTILITY REHAB/RECONSTRUCTION  
IMPROVEMENT DISTRICT NO. BR-26-E  
ON 3RD STREET NORTH FROM 7TH AVENUE TO 9TH  
AVENUE AND ON 8TH AVENUE NORTH FROM 4TH  
STREET TO EAST OF 3RD STREET.

**LOCATION:**

On 3rd Street North from 7th Avenue to 9th Avenue and on 8th Avenue North from 4th Street to east of 3rd Street.

**COMPRISING:**

Lots 3 through 7, Block 17.  
All in Hectors Addition.

Lots 1 through 12, Block 3.  
All in Dewitts Addition.

Lots 1 through 12, Block 1.  
All in Lindsays Addition.

Lots 1 through 7, Block 2.  
All in Truesdells Addition.

Lot 2, Block 1.  
All in Meritcare Addition.

Lots 1 through 4 and 7, Block 2.  
All in Dewitts Addition.

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



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

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

That it be and is hereby declared necessary to construct Paving and Utility Rehab/Reconstruction, Improvement District No. BR-26-E 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 22.93% 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, Steven Sprague, 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 13<sup>th</sup>, 2025.

**IN WITNESS WHEREOF**, I have hereunto set my hand and affixed the Seal of the City of Fargo, North Dakota, this 13<sup>th</sup> day of October, 2025.

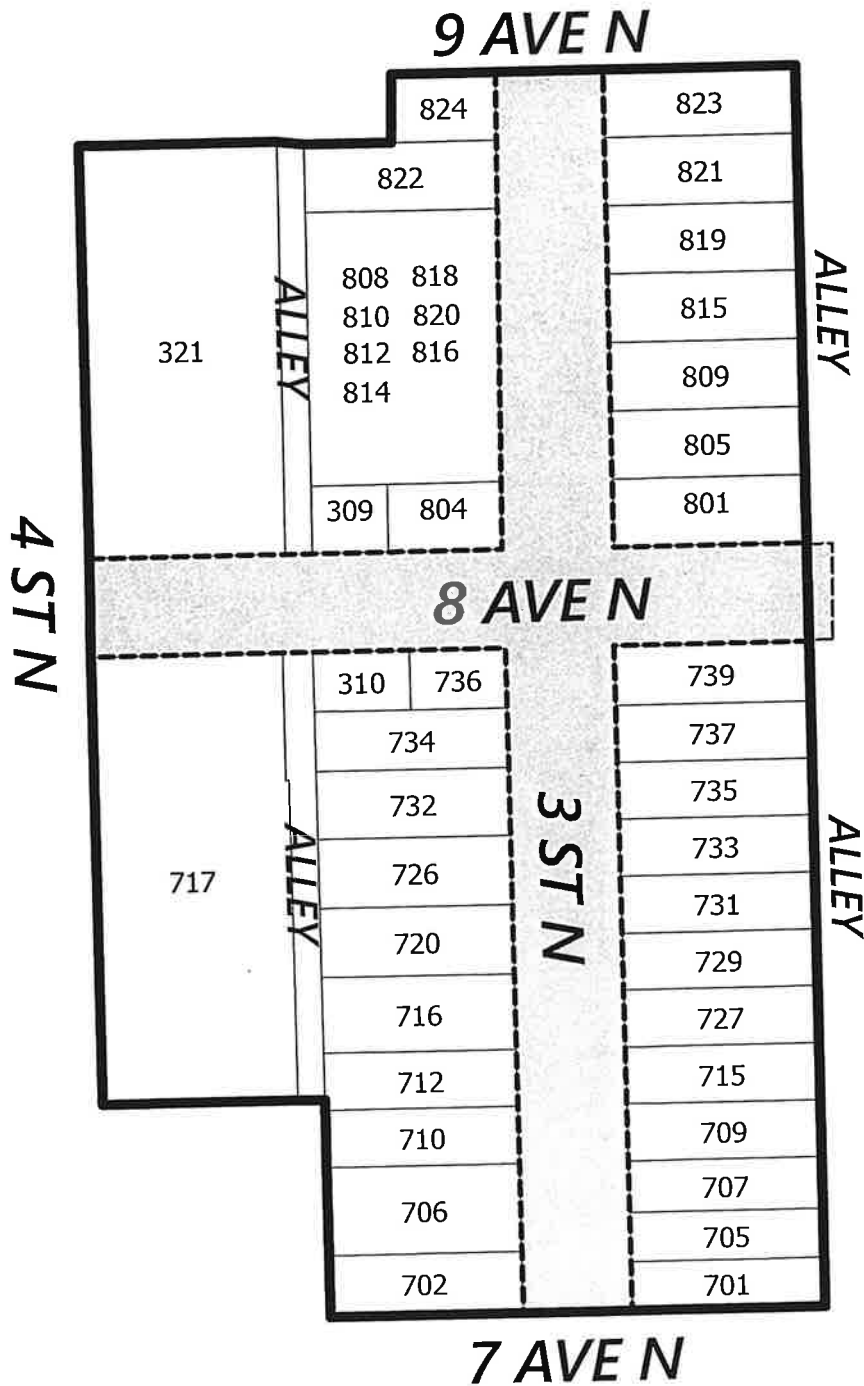
40-22-15  
40-22-17



\_\_\_\_\_  
Steven Sprague  
City Auditor

(SEAL)

( October 22 and 29, 2025 )





-  PAVING AND UTILITY REHAB/RECONSTRUCTION
-  SPECIAL ASSESSMENT DISTRICT BOUNDARY

CITY OF FARGO  
 ENGINEERING DEPARTMENT  
 LOCATION & ASSESSMENT AREA  
 PAVING AND UTILITY REHAB/RECONSTRUCTION  
 IMPROVEMENT DISTRICT NO. BR-26-E1



23

## **MEMORANDUM**

---

TO: Board of City Commissioners

FROM: Susan J. Thompson, Director of Finance

SUBJECT: Cass County Electric Franchise Agreement

DATE: October 1, 2025

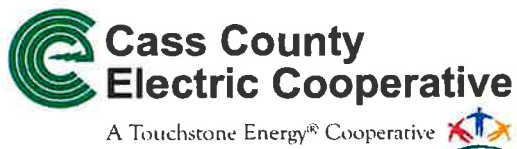
Pursuant to a limited franchise agreement between the City of Fargo and Cass Country Electric entered into in July 1995 and amended December 2016, Cass County Electric is required to provide written notice of the intention to service areas annexed into the City of Fargo. Attached is the required notice referring to the annexation of August 18, 2025.

Please receive and file the amendment to the limited franchise agreement adding the area annexed by the City of Fargo on August 18, 2025.

### **Recommended Motion:**

Receive and file the amendment to the limited franchise agreement between the City of Fargo and Cass County Electric adding the area annexed by the City of Fargo on August 18, 2025.





September 15, 2025

Susan Thompson  
Finance Director  
City of Fargo  
225 4<sup>th</sup> Street North  
Fargo, ND 58102

<CERTIFIED MAIL>

Dear Ms. Thompson,

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

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

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

*That part of Section 10 and Section 15, Township 140 North, Range 49 West of the 5<sup>th</sup> Principal Meridian, Cass County, North Dakota. The area is more particularly described in the Annexation Plat.*

This area was annexed into the City of Fargo and recorded at the Cass County Recorder's office on August 18, 2025, at 12:59 PM, Document No. 1740955.

Sincerely,



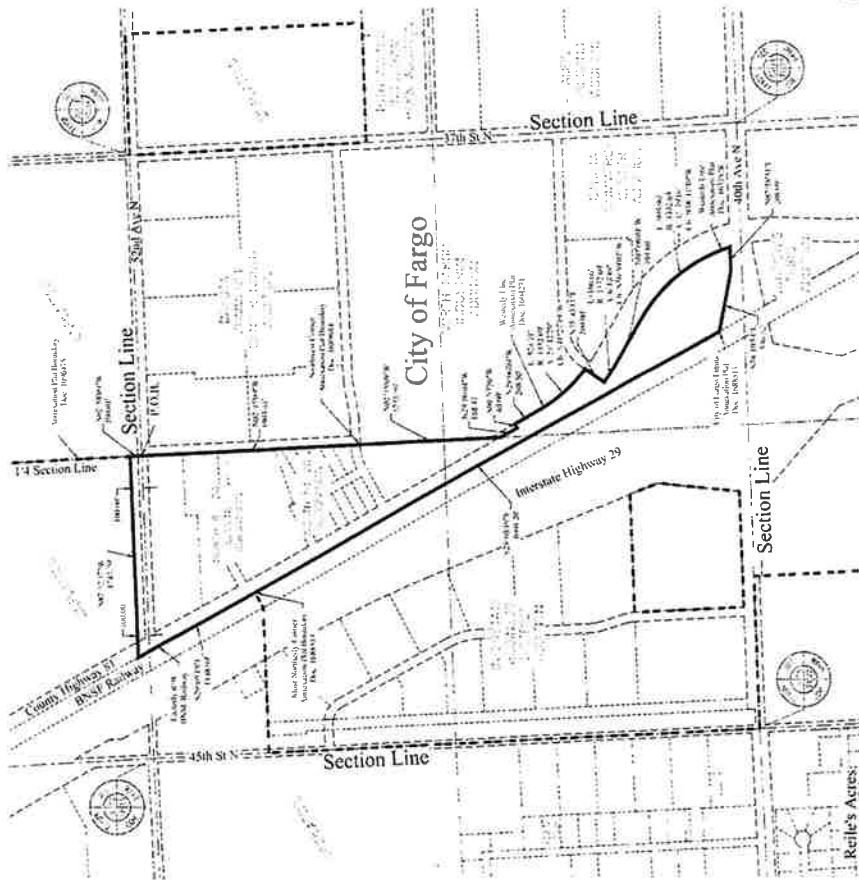
Troy Knutson, PE  
Manager of Engineering  
Cass County Electric Cooperative

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



# ANNEXATION PLAT

TO THE CITY OF FARGO, CASS COUNTY, NORTH DAKOTA



Prepared by:  
**Fargo Engineering Department**  
**FARGO, NORTH DAKOTA**

ENDINACTIVITY (NIN) (0.025M)  
ARI 4 (0.01M) (NIN); AED (0.75M) (0.025M)

1994, 1995, 1996, 1997, 1998, 1999, 2000, 2001, 2002, 2003, 2004, 2005, 2006, 2007, 2008, 2009, 2010, 2011, 2012, 2013, 2014, 2015, 2016, 2017, 2018, 2019, 2020, 2021, 2022, 2023, 2024, 2025, 2026, 2027, 2028, 2029, 2030, 2031, 2032, 2033, 2034, 2035, 2036, 2037, 2038, 2039, 2040, 2041, 2042, 2043, 2044, 2045, 2046, 2047, 2048, 2049, 2050, 2051, 2052, 2053, 2054, 2055, 2056, 2057, 2058, 2059, 2060, 2061, 2062, 2063, 2064, 2065, 2066, 2067, 2068, 2069, 2070, 2071, 2072, 2073, 2074, 2075, 2076, 2077, 2078, 2079, 2080, 2081, 2082, 2083, 2084, 2085, 2086, 2087, 2088, 2089, 2090, 2091, 2092, 2093, 2094, 2095, 2096, 2097, 2098, 2099, 2100, 2101, 2102, 2103, 2104, 2105, 2106, 2107, 2108, 2109, 2110, 2111, 2112, 2113, 2114, 2115, 2116, 2117, 2118, 2119, 2120, 2121, 2122, 2123, 2124, 2125, 2126, 2127, 2128, 2129, 2130, 2131, 2132, 2133, 2134, 2135, 2136, 2137, 2138, 2139, 2140, 2141, 2142, 2143, 2144, 2145, 2146, 2147, 2148, 2149, 2150, 2151, 2152, 2153, 2154, 2155, 2156, 2157, 2158, 2159, 2160, 2161, 2162, 2163, 2164, 2165, 2166, 2167, 2168, 2169, 2170, 2171, 2172, 2173, 2174, 2175, 2176, 2177, 2178, 2179, 2180, 2181, 2182, 2183, 2184, 2185, 2186, 2187, 2188, 2189, 2190, 2191, 2192, 2193, 2194, 2195, 2196, 2197, 2198, 2199, 2200, 2201, 2202, 2203, 2204, 2205, 2206, 2207, 2208, 2209, 2210, 2211, 2212, 2213, 2214, 2215, 2216, 2217, 2218, 2219, 2220, 2221, 2222, 2223, 2224, 2225, 2226, 2227, 2228, 2229, 2230, 2231, 2232, 2233, 2234, 2235, 2236, 2237, 2238, 2239, 2240, 2241, 2242, 2243, 2244, 2245, 2246, 2247, 2248, 2249, 2250, 2251, 2252, 2253, 2254, 2255, 2256, 2257, 2258, 2259, 2260, 2261, 2262, 2263, 2264, 2265, 2266, 2267, 2268, 2269, 2270, 2271, 2272, 2273, 2274, 2275, 2276, 2277, 2278, 2279, 2280, 2281, 2282, 2283, 2284, 2285, 2286, 2287, 2288, 2289, 2290, 2291, 2292, 2293, 2294, 2295, 2296, 2297, 2298, 2299, 2300, 2301, 2302, 2303, 2304, 2305, 2306, 2307, 2308, 2309, 2310, 2311, 2312, 2313, 2314, 2315, 2316, 2317, 2318, 2319, 2320, 2321, 2322, 2323, 2324, 2325, 2326, 2327, 2328, 2329, 2330, 2331, 2332, 2333, 2334, 2335, 2336, 2337, 2338, 2339, 2340, 2341, 2342, 2343, 2344, 2345, 2346, 2347, 2348, 2349, 2350, 2351, 2352, 2353, 2354, 2355, 2356, 2357, 2358, 2359, 2360, 2361, 2362, 2363, 2364, 2365, 2366, 2367, 2368, 2369, 2370, 2371, 2372, 2373, 2374, 2375, 2376, 2377, 2378, 2379, 2380, 2381, 2382, 2383, 2384, 2385, 2386, 2387, 2388, 2389, 2390, 2391, 2392, 2393, 2394, 2395, 2396, 2397, 2398, 2399, 2400, 2401, 2402, 2403, 2404, 2405, 2406, 2407, 2408, 2409, 2410, 2411, 2412, 2413, 2414, 2415, 2416, 2417, 2418, 2419, 2420, 2421, 2422, 2423, 2424, 2425, 2426, 2427, 2428, 2429, 2430, 2431, 2432, 2433, 2434, 2435, 2436, 2437, 2438, 2439, 2440, 2441, 2442, 2443, 2444, 2445, 2446, 2447, 2448, 2449, 2450, 2451, 2452, 2453, 2454, 2455, 2456, 2457, 2458, 2459, 2460, 2461, 2462, 2463, 2464, 2465, 2466, 2467, 2468, 2469, 2470, 2471, 2472, 2473, 2474, 2475, 2476, 2477, 2478, 2479, 2480, 2481, 2482, 2483, 2484, 2485, 2486, 2487, 2488, 2489, 2490, 2491, 2492, 2493, 2494, 2495, 2496, 2497, 2498, 2499, 2500, 2501, 2502, 2503, 2504, 2505, 2506, 2507, 2508, 2509, 2510, 2511, 2512, 2513, 2514, 2515, 2516, 2517, 2518, 2519, 2520, 2521, 2522, 2523, 2524, 2525, 2526, 2527, 2528, 2529, 2530, 2531, 2532, 2533, 2534, 2535, 2536, 2537, 2538, 2539, 2540, 2541, 2542, 2543, 2544, 2545, 2546, 2547, 2548, 2549, 2550, 2551, 2552, 2553, 2554, 2555, 2556, 2557, 2558, 2559, 2560, 2561, 2562, 2563, 2564, 2565, 2566, 2567, 2568, 2569, 2570, 2571, 2572, 2573, 2574, 2575, 2576, 2577, 2578, 2579, 2580, 2581, 2582, 2583, 2584, 2585, 2586, 2587, 2588, 2589, 2590, 2591, 2592, 2593, 2594, 2595, 2596, 2597, 2598, 2599, 2600, 2601, 2602, 2603, 2604, 2605, 2606, 2607, 2608, 2609, 2610, 2611, 2612, 2613, 2614, 2615, 2616, 2617, 2618, 2619, 2620, 2621, 2622, 2623, 2624, 2625, 2626, 2627, 2628, 2629, 2630, 2631, 2632, 2633, 2634, 2635, 2636, 2637, 2638, 2639, 2640, 2641, 2642, 2643, 2644, 2645, 2646, 2647, 2648, 2649, 2650, 2651, 2652, 2653, 2654, 2655, 2656, 2657, 2658, 2659, 2660, 2661, 2662, 2663, 2664, 2665, 2666, 2667, 2668, 2669, 2670, 2671, 2672, 2673, 2674, 2675, 26

Minimum Accuracy  
for all Targets  
Obtained Using a 2 Synchro  
Assembly 1996

### Annexation Plat of:

CITY ENGINEER'S APPROVAL:  
Approved by the \_\_\_\_\_ by increasing the 12 in of  
\_\_\_\_\_ August \_\_\_\_\_, 1925

2023  
 T-CEL  
 Teta Holdings, Corp. (Incorporated in North Carolina)  
 North Carolina is governed by Pub. Stat. 100-104  
 State of North Carolina  
 Secretary of State  
 12 days of review  
 2023

John Karamanos, City Engineer, City of Chicago, elaborated on said survey. The surveyor appeared

Yvonne F. Stewart  
Secretary  
My company needs a copy August 16

LARGO CITY COMMISSION, APPROVAL

Approved by the Board of City Commissioners at 6:30 North Dakota  
and entered filed this 21<sup>st</sup> day of July 2020

10/1/2011 10:11 AM

5/26/50

[illegible]

At 10:15 AM August 1978 before Mr. D. B. ...  
Public will and law enforcement is greatly affected.

University of Maryland System

Please print your name at the bottom of the page.

Mr. Wanda Wolf

100% Satisfaction Guarantee

*[Signature]*  
Hiroshi Wada  
North Dakota Regulator No. 15948

On this 12<sup>th</sup> day of August, 2026 before me, the undersigned authority, personally appeared \_\_\_\_\_, known to me to be the person whose name is subscribed to the foregoing instrument, acknowledged to me that he executed the same for the purposes and consideration therein expressed.

with and for and coming, personally approved

It is not clear that they would have been able to do this, given the fact that they were not even allowed to see the documents.

THOMSON G. BULLINGTON  
 525019 PLAINS  
 STATE OF NORTH DAKOTA  
 My Comm. exp. 30 days May 11, 2014

FINANCE OFFICE  
COUNTY OF CLATSOP  
CLATSOP COUNTY, OREGON

TRANSFER DATE: 8/12/2015

TRANSFER BY: [Signature]

OFFICIAL SEAL: THE SEAL OF CLATSOP COUNTY, OREGON

12

Shane Parson, Dep.

OFFICIAL

SEAL OF CALIFORNIA


*Shana Garcia, Dep*  
1740955





**FINANCE OFFICE**  
225 4<sup>th</sup> Street North  
Fargo, ND 58102  
Phone: (701) 241-1333  
[www.FargoND.gov](http://www.FargoND.gov)

**TO:** Board of Commissioners

**FROM:** Susan Thompson, Director of Finance 

**RE:** FAHR Staff meeting – Items for Commission Review/Approval

**DATE:** October 7, 2025

---

**File & Receive:** Sales Tax Collections through July 2025 received September 2025

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

**Award & Budget Adjustments**

Police – Acceptance of Peace Officer Appreciation Award  
Police – Authorize the use of asset forfeiture funds  
Police – 2025 STOP Grant  
Police – Crime analytics award (RFP25257)  
Fire/Emergency Mgmt – FY 2025 Emergency Mgmt Grant

**Other Financial Considerations**

Admin – Broadway Square 2025 MOU  
Public Works – Accept vehicle damage settlement



## City of Fargo

## Comparative Sales Tax Analysis of All Sales Tax Revenue - ACCRUAL BASIS

PB: SS/KAC (prior to 2022)

10/2/2025

Payment Date	month collected	County Amount	Annual County Collections	County Growth %	PSST Amount	Infra & FC Amount	Total City Amount	Annual City Collections	City Growth %
2025 Collections			12,606,342.00	-0.78%				39,974,635.55	-3.15%
9/22/2025	July-25	1,796,292.91			622,825.54	4,982,604.32	5,605,429.86		
8/21/2025	June-25	2,270,466.69			803,789.60	6,430,316.85	7,234,106.45		
7/22/2025	May-25	2,053,576.19			749,363.21	5,994,905.70	6,744,268.91		
6/20/2025	Apr-25	1,616,213.54			600,695.48	4,805,564.00	5,406,259.48		
5/21/2025	Mar-25	1,698,986.33			-	5,424,656.49	5,424,656.49		
4/22/2025	Feb-25	1,477,568.31			-	4,523,059.25	4,523,059.25		
3/21/2025	Jan-25	1,693,238.03			-	5,036,855.11	5,036,855.11		
2024 Collections			23,304,345.12	0.86%				69,824,744.71	0.83%
2/22/2025	Dec-24	2,207,030.88			-	6,626,714.99	6,626,714.99		
1/21/2025	Nov-24	2,281,112.22			-	6,540,733.39	6,540,733.39		
12/20/2024	24-Oct	1,764,529.62			-	5,342,358.63	5,342,358.63		
11/22/2024	Sept-24	2,257,740.11			-	6,622,406.84	6,622,406.84		
10/21/2024	Aug-24	2,088,361.27			-	6,284,633.45	6,284,633.45		
9/21/2024	July-24	1,746,626.42			-	5,168,111.30	5,168,111.30		
8/21/2024	June-24	2,659,707.17			-	7,859,913.01	7,859,913.01		
7/22/2024	May-24	1,348,902.41			-	4,252,926.43	4,252,926.43		
6/24/2025	Apr-24	1,759,660.73			-	5,404,517.72	5,404,517.72		
5/21/2024	Mar-24	2,276,388.27			-	6,980,911.25	6,980,911.25		
4/22/2024	Feb-24	1,023,591.77			-	3,163,097.74	3,163,097.74		
3/21/2024	Jan-24	1,890,694.25			-	5,578,419.96	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	
Totals Since 2018			\$ 151,406,468		\$ 2,776,674	\$ 455,750,732		\$ 458,527,406	



**Report of Action:**

**FAHR Meeting of October 6, 2025**

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

**Department:** Police

**Description:** See Memo. Police requests to accept the Peace Officer Appreciation Grant, as authorized by HB 1193. Fargo's allocation totaling \$260,321.72 will be apportioned as retention bonuses via tenure and paid prior to YE2025.

**Net Financial Impact:** Nominal - \$3,800 estimated employer-paid FICA will be absorbed by anticipated 2025 department salary savings.

*At their meeting, FAHR endorsed this request.*

**Suggested Motion:**

Move to accept the Peace Officer Appreciation Award, as authorized by NDHB 1193, in the amount of \$260,321.72 awarded to the Fargo Police Department, and approve the corresponding budget adjustment and award distribution.





# FARGO POLICE DEPARTMENT

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

*OFFICE OF THE CHIEF*

## MEMORANDUM

**To:** Finance, Administration & Human Resources (FAHR) Committee

**From:** Assistant Chief Travis Stefonowicz 

**Date:** 10/2/2025

**RE:** Acceptance of Peace Officer Appreciation Award – ND House Bill 1193

The purpose of this memorandum is to request acceptance of the Peace Officer Appreciation Grant Award, NDHB 1193, and approval of the corresponding 2025 budget adjustment.

During the 2025 North Dakota Legislative Session, House Bill 1193 appropriated \$3.5 million for a Peace Officer and Correctional Officer Appreciation Grant to support retention of North Dakota law-enforcement personnel, including \$750,000 reserved for agencies with fewer than ten officers.

Funding under this program is designated exclusively for retention bonuses for current law-enforcement and correctional officers. The Office of the Attorney General determined each agency's allocation based on its proportion of licensed Peace Officers relative to the statewide total. Grant funds may not supplant local budgets. These funds must supplement existing resources and increase the total funding available for officer-retention initiatives.

### **Fargo Allocation:**

The North Dakota Office of the Attorney General has awarded the Fargo Police Department \$260,321.72.

- **Match Requirement:** None
- **Appropriation Type:** One-time funding
- **Fiscal Impact:** None - fully funded by State grant award

This allocation will be used exclusively for employee retention bonuses in accordance with state guidelines.

### **Recommended Motion:**

Move to accept the Peace Officer Appreciation Award, as authorized by North Dakota House Bill 1193, in the amount of \$260,321.72 awarded to the Fargo Police Department, and approve the corresponding 2025 budget adjustment for distribution.

**Account Number:** 101-0000-334-10-37 (State Operating Grants / ND Office of Attorney General)

**Project Code:** PD90-NDAOG Addl LE Funding





## Back the Blue Grant Program

### Formula Funding Application

This funding has been appropriated by the 2024 ND Legislative Session and may be used for providing hiring and retention bonuses to new and current law enforcement and correctional officers and providing tuition and fee payments on behalf of law enforcement trainees.

Supplanting is not allowed. These funds should not be used to replace local funds that, in the absence of this grant, have been appropriated or made available for the purpose of this project. Instead, these funds should enhance the applicant's budgets and activities, and should increase the total funding available for this purpose.

Reporting required. All agencies accepting funds will be required to report to the Attorney General's office regarding the use and effectiveness of the funding.

#### Applicant Information

Agency: Fargo Police Dept.

Address: 105 25th St. N  
Street Address

Fargo, ND, 58102  
City State ZIP Code

Phone: 701-241-1401 Email: dzibolski@fargond.gov

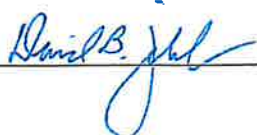
#### Budget Pledge

Please check the following boxes as to how you plan to allocate the funds (*check all that apply*):

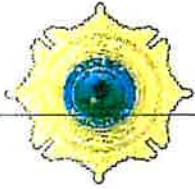
- ☒ Providing retention bonuses to current law enforcement and correction officers
- ☐ Providing tuition and fee payments on behalf of law enforcement trainees

#### Disclaimer and Signature

I certify that these funds will be spent as required. Any unspent funds will need to be returned to the Attorney General.

Signature:  Date: 09/03/2025





## Back the Blue Grant Program

### Award Acceptance

This funding has been appropriated by the 2025 ND Legislative Session and may be used for providing hiring and retention bonuses to new and current law enforcement and correctional officers and providing tuition and fee payments on behalf of law enforcement trainees.

Reporting required. All agencies accepting funds will be required to report to the Attorney General's office regarding the use and effectiveness of the funding.

Grant funds must not be used to replace (or "supplant") existing local funds that have already been budgeted or appropriated for the same purpose. In other words, if local funds were already allocated for this project or activity, you cannot withdraw those funds and replace them with grant money.

The grant funds are intended to supplement or enhance existing budgets and activities. The goal is to increase the overall resources devoted to the project, not to substitute one source of funding for another.

#### Applicant Information

Agency Name: Fargo Police Dept.

Address: 105 25th St. N, Fargo, ND, 58102

Phone: 701-241-1401

Email: dzibolski@fargond.gov

#### Budget Information

Award Amount: \$260,321.72

Please check the following boxes as to how you plan to allocate the funds (check all that apply):



Providing retention bonuses to current law enforcement and correction officers



Providing tuition and fee payments on behalf of law enforcement trainees

#### Disclaimer and Signature

I certify that these funds will be spent no later than March 31, 2027. Any unspent funds will need to be returned to the Attorney General.

*David B. Jell*

Signature:

9/3/25

Date:



## 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](mailto:Finance@fargond.gov).

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

DEPARTMENT: Fargo Police Department

REQUESTED BY: A.C. Travis Stefonowicz

PD90-NDAOG Addl LE  
PROJECT NUMBER : Funding

DATE PREPARED: 10/2/2025

DESCRIPTION OF REQUEST:

Accept 2025 grant

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

REVENUE ACCOUNT NUMBER:	CURRENT BUDGET	REQUESTED ADJUSTMENT	NEW BUDGET
101-0000-334-10-37	\$ -	260321.72 =	\$ 260,322
		=	\$ -
	+	=	\$ -
	+	=	\$ -
TOTAL REVENUE ADJUSTMENTS:		\$ 260,322	

EXPENSE ACCOUNT NUMBER:	CURRENT BUDGET	REQUESTED ADJUSTMENT	NEW BUDGET
101-5050-411-11-00	\$ 11,385,745	\$ 256,547 =	\$ 11,642,292
101-5050-411-21-02	\$ 163,578	\$ 3,775 =	\$ 167,353
		+	= \$ -
		+	= \$ -
		+	= \$ -
		+	= \$ -
		+	= \$ -
TOTAL EXPENSE ADJUSTMENTS:		\$ 260,322	

**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#



**Sixty-ninth Legislative Assembly of North Dakota  
In Regular Session Commencing Tuesday, January 7, 2025**

HOUSE BILL NO. 1193

(Representatives Vetter, Bahl, Holle, Motschenbacher, Satrom, Christianson, McLeod, Schauer)  
(Senators Barta, Cory, Meyer)

AN ACT to provide an appropriation to the attorney general for a peace officer and correctional officer appreciation grant program; and to provide for a legislative management report.

**BE IT ENACTED BY THE LEGISLATIVE ASSEMBLY OF NORTH DAKOTA:**

**SECTION 1. APPROPRIATION - ATTORNEY GENERAL - STRATEGIC INVESTMENT AND IMPROVEMENTS FUND - PEACE OFFICER AND CORRECTIONAL OFFICER APPRECIATION GRANT PROGRAM - LEGISLATIVE MANAGEMENT REPORT - ONE-TIME FUNDING.** There is appropriated out of any moneys in the strategic investment and improvements fund in the state treasury, not otherwise appropriated, the sum of \$3,500,000, or so much of the sum as may be necessary, to the attorney general for the purpose of a peace officer and correctional officer appreciation grant program, for the biennium beginning July 1, 2025, and ending June 30, 2027. The attorney general shall provide grants to each city and county law enforcement agency in the state based on the proportional number of licensed peace officers and correctional officers employed by the city or county law enforcement agency compared to the total number of licensed peace officers and correctional officers employed by all city and county law enforcement agencies. Of the funding available for this program, a sum of at least \$750,000 must be granted to city and county law enforcement agencies employing ten or fewer employees working in a law enforcement capacity. Funding appropriated in this section must be used for providing retention bonuses to current law enforcement and correctional officers and providing tuition and fee payments on behalf of law enforcement trainees. During the 2025-26 interim, the attorney general shall provide a report to the legislative management regarding the use and effectiveness of grant funds, the number of grants provided, the average amount of bonuses provided by city and county law enforcement agencies and correctional facilities, and other program outcomes under this section. The appropriation in this section is considered a one-time funding item.

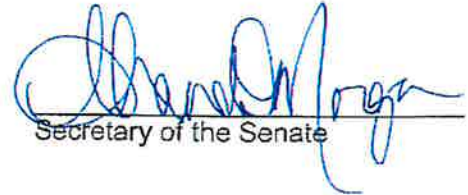


H. B. NO. 1193 - PAGE 2

  
Speaker of the House

  
President of the Senate

  
Chief Clerk of the House

  
Secretary of the Senate

This certifies that the within bill originated in the House of Representatives of the Sixty-ninth Legislative Assembly of North Dakota and is known on the records of that body as House Bill No. 1193.

House Vote:      Yeas 77              Nays 14              Absent 3

Senate Vote:    Yeas 41              Nays 5              Absent 1

  
Chief Clerk of the House

Received by the Governor at 4:35 P M. on April 25<sup>th</sup>, 2025.

Approved at 1:05 P M. on April 28<sup>th</sup>, 2025.

  
Governor

Filed in this office this 28<sup>th</sup> day of April, 2025,  
at 4:52 o'clock P M.

  
Secretary of State



**Report of Action:**

**FAHR Meeting of October 6, 2025**



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

**Department:** Police

**Description:** See Memo. Police requests to utilize asset forfeiture funds in the amount of \$13,876.80 to purchase five display screens and accessories via a State Contract for the department's Real Time Crime Center.

**Net Financial Impact:** \$0

At their meeting, FAHR endorsed this request.

**Suggested Motion:**

Move to authorize the use of \$13,876.80 of forfeiture funds to purchase five display screens and accessories for the Real Time Crime Center and the related budget adjustment.





# FARGO POLICE DEPARTMENT

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

*OFFICE OF THE CHIEF*

## MEMORANDUM

**To:** Finance Director Susan Thompson and FAHR Committee

**From:** Chief David B. Zibolski

**Date:** October 1, 2025

**RE:** Asset Forfeiture request of \$13,876.80

Dear Committee Members,

As you are aware, the Fargo Police Department is in the process of refurbishing an area within Police Headquarters that will expand and create a secure space for the operations of the Real-Time Crime Center (RTCC). The refurbishment project is already underway in collaboration with Facilities Director Bekki Majerus and her team. As part of the RTCC upgrade, commercial display TV screens are required to provide full viewing functionality for RTCC staff. We are therefore requesting approval to use Asset Forfeiture funds in the amount of \$13,876.80 to purchase five (5) 86 inch commercial 24/7 display screens and all required mounting and shipping costs. The screens will be mounted by facilities staff upon arrival.

I'm happy to answer any additional questions regarding this request.

Respectfully,

David B. Zibolski  
Chief of Police

CC: Assistant Chief Travis Stefonowicz  
Capt. Christensen



## Quote



Reference Number: 1387169  
Date: August 29, 2025

Fargo, City of - Fargo Police Department Real Crime Center  
Philips 86" TV

Prepared By: Scott Deutsch  
Phone: 701-866-8259  
Email: scott.deutsch@ourforte.com

FORTÉ  
1502 Grumman Ln., Bismarck, ND 58504  
Phone: (701)258-6360  
proservice@ourforte.com

**COMPANY**

Fargo, City of  
225 4th Street N  
Fargo, ND 58102

Contact: Nick Lindhag  
Phone: (701)241-8146  
Email: nlindhag@cityoffargo.com  
Account Number: 27414

**PROJECT SITE**

Fargo, City of  
225 4th Street N  
Fargo, ND 58102

Contact: Nick Lindhag  
Phone: (701)476-4052  
Email: nlindhag@cityoffargo.com  
Account Number: 27414

**INVOICE TO**

Fargo, City of  
225 4th Street N  
Fargo, ND 58102

Contact: Nick Lindhag  
Phone: (701)476-4052  
Email: nlindhag@cityoffargo.com  
Account Number: 27414

**COMMENTS**

Philips 86" Commercial Display 24/7  
Prices can only be guaranteed for 15 days

**PRODUCTS AND SERVICES SUMMARY**

Equipment	\$13,243.80
Integration	\$0.00
PRO Support	\$0.00
Shipping & Handling	\$633.00
Tax	\$0.00
<b>Grand Total</b>	<b>\$13,876.80</b>

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

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

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

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

**INVOICING AND PAYMENT TERMS**

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



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

Estimated Payment 1	\$ 5,550.72	40% Total Project Estimate Deposit, Due on Signature - No Tax Collected
Estimated Payment 2	\$ 5,550.72	80% Total Project Estimate (including any change orders) Paid by/Due on Equipment Delivery (plus tax on Payment 1 and 2)
Estimated Payment 3	\$ 2,775.36	Remaining 20% Total - On AVI Notice of substantial completion of original job as bid

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

FORTÉ  
PO Box 842607  
Kansas City, MO 64184-2607

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

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

#### TAXES AND DELIVERY

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

#### AGREEMENT TO QUOTE AND DOCUMENTS CONSTITUTING YOUR CONTRACT WITH FORTÉ

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

#### AGREED AND ACCEPTED BY

<hr/> <p>Company</p> <hr/> <p>Signature</p> <hr/> <p>Printed Name</p> <hr/> <p>Date</p>	<hr/> <p><b>FORTÉ</b></p> <hr/> <p>Company</p> <hr/> <p>Signature</p> <hr/> <p>Printed Name</p> <hr/> <p>Date</p>
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**CONFIDENTIAL INFORMATION**

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

**PRODUCTS AND SERVICES DETAIL****PRODUCTS:**

<u>Model #</u>	<u>Mfg</u>	<u>Description</u>	<u>Qty</u>	<u>Price</u>	<u>Extended</u>
86BDL4650D/00	PHILIPS	86" Commercial 24/7 Display, UHD (3840x2160), 500cd/m2, Android SoC	5	\$2,479.52	\$12,397.60
CSMP9X12	CHIEF	PROX,MOUNT PLATE,9X12	5	\$40.24	\$201.20
TARIFF_SURCHAR GE_ADJUST		Tariff Surcharge Adjustment	1	\$0.00	\$0.00
RLF3	CHIEF	LARGE UNIVERSAL FIXED MOUNT	5	\$129.00	\$645.00
<b>Sub-Total:</b>					<b>\$13,243.80</b>
<b><u>Total:</u></b>					<b><u>\$13,243.80</u></b>







**Report of Action:**

**FAHR Meeting of October 6, 2025**



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

**Department:** Police

**Description:** See Memo. Police requests to accept the award of \$6,291 from the 2025 STOP Grant through the state of North Dakota. Matching funds of 25% are required; however, Moorhead agreed to partner in the program and will participate equally in the local match. Fargo's portion of the local match will be covered by existing budget funds.

**Net Financial Impact:** \$0

At their meeting, FAHR endorsed this request.

**Suggested Motion:**

Move to accept the STOP Grant for the purchase and implementation of the Lethality Assessment Program (LAP) for the Fargo Police Department and related budget adjustments.





# FARGO POLICE DEPARTMENT

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

*OFFICE OF THE CHIEF*

## MEMORANDUM

**To:** Finance Director Susan Thompson and FAHR Committee

**From:** Chief David B. Zibolski *DZ*

**Date:** October 1, 2025

**RE:** 2025 STOP Grant – PD99

Dear Committee Members,

The Fargo Police Department (FPD) applied for the 2025 STOP Grant through the state of North Dakota. The FPD was awarded the full requested amount of \$6291.00. The grant requires the requesting party to provide a 25% match in funds. The FPD applied for the STOP Grant to accomplish two initiatives that would directly benefit the community members of Fargo: The Lethality Assessment Program (LAP) and supplies for a victim meeting space, also known as a 'soft room'.

### Lethality Assessment Program

The Lethality Assessment Program is a national program that utilizes a validated tool to assess the potential likelihood of lethality within the domestic relationship. This is a program that is utilized across the United States to better inform domestic violence victims, who are often unaware that specific actions by the offender are likely indicators of future lethality, as well as by prosecutors in determining the potential level of charges and/or bail requests. Our department has already networked with the Cass County State's Attorney's Office who are aware and supportive of the program. In addition, we've reached out to other law enforcement entities in our region and Moorhead PD has joined this effort as a partner.

The total cost for the LAP for the first year is \$7056.00. The costs for the first year include an annual fee, training travel costs, and training consultant fees. The grant will cover 75% of this cost, which is \$5292.00, and FPD is responsible for covering the remaining \$1764.00. FPD is splitting the cost for this program with the Moorhead Police Department so each entity would pay \$833 for the first year. The \$833 will be paid out of the Criminal Investigations Division (CID) operating budget. The second year and beyond would not be covered by the grant, however, there would only be a \$2500 annual fee shared by two agencies. This cost would be \$1250 and would be paid out of the CID operating budget.

### Victim Meeting Space

The total cost to furnish a victim meeting space is \$1332.00. This cost includes furniture and



light décor, such as artificial plants and lamps to outfit an existing public-facing room at police headquarters. The STOP Grant covers 75% of this amount, which is \$999.00. FPD would cover the remaining \$333.00 out of the CID operating budget.

**Recommended Motion**

Move to accept and utilize the STOP Grant for the purchase and implementation of the Lethality Assessment Program (LAP) for the Fargo Police Department.

Funding Summary			
	STOP Funds Amount	Match Funds Amount	Project Total
LAP Project	\$ 5,292.00	\$ 1,764.00	\$ 7,056.00
Supplies	\$ 998.89	\$ 332.96	\$ 1,331.85
<b>Total</b>	<b>\$ 6,290.89</b>	<b>\$ 2,096.96</b>	<b>\$ 8,387.85</b>



NORTH  
**Dakota** | Health & Human Services  
Be Legendary.

August 28, 2025

Fargo Police Department  
105 25<sup>th</sup> St. N.  
Fargo, ND 58102

Dear Jordan DiPalma:

Thank you for submitting an application for the STOP Violence Against Women funds. The Law Enforcement Subcommittee reviewed Law Enforcement applications and presented their recommendations to the entire Governor's STOP Violence Against Women Advisory Committee for final review and approval.

The Governor's STOP Committee awarded \$6,291 of Law Enforcement funds to the Fargo Police Department. A contract will be sent later, with the contract period from October 1, 2025 to September 30, 2026.

In addition:

- All STOP grantees are required to complete the revised Federal Civil Rights Compliance Checklist (attached) and view the online Civil Rights Non-Discrimination Training videos located at [Civil Rights Videos](#) within 30 days of receipt of the award. Once viewed, grantees must register here to certify completion of the training course. [Event/Course Registration \(ndhealth.gov\)](#)
- The nondiscrimination policy and the Civil Rights Complaint Form can be found here: [Nondiscrimination Policy | Health and Human Services North Dakota](#)

Thank you, for your ongoing efforts to address the issue of violence against women in your community. If you have questions, please contact Deanna Askew at 701-328-3340.

Sincerely,



Colonel Daniel Haugen  
Governor's STOP Violence Against Women Committee



Deanna Askew, Director  
Division of Family Health & Wellness

KS



## 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](mailto:Finance@fargond.gov).*

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

DEPARTMENT: POLICE

REQUESTED BY: CHIEF ZIBOLZKI

PROJECT NUMBER : PD99

DATE PREPARED: 2 OCTOBER 2025

DESCRIPTION OF REQUEST:

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

BUDGET ADJUSTMENT  
CID-5052 BUDGET TO

REVENUE ACCOUNT NUMBER:	PROJECT CODE	CURRENT BUDGET	REQUESTED ADJUSTMENT	NEW BUDGET
101-0000-334.10-90	PD99		\$ 6,291 =	\$ 6,291
			= \$	-
		+	= \$	-
		+	= \$	-
		TOTAL REVENUE ADJUSTMENTS:	\$ 6,291	

EXPENSE ACCOUNT NUMBER:	PROJECT CODE	CURRENT BUDGET	REQUESTED ADJUSTMENT	NEW BUDGET
101-5045-411.38-99	PD99	\$ -	\$ 8,388 =	\$ 8,388
101-5052-411.38-99		\$ 10,500	\$ (2,083) =	\$ 8,417
		+	= \$	-
		+	= \$	-
		+	= \$	-
		+	= \$	-
		+	= \$	-
		TOTAL EXPENSE ADJUSTMENTS:	\$ 6,305	

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

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

### FINANCE DEPT USE ONLY:

FAHR REVIEWED ON: \_\_\_\_\_

COMMISSION APPROVED ON: \_\_\_\_\_

ENTERED BY FINANCE:

Date: \_\_\_\_\_

By: \_\_\_\_\_

BA# \_\_\_\_\_



**Report of Action:**

**FAHR Meeting of October 6, 2025**

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

**Department:** Police

**Description:** See Memo. The Public Safety Sales Tax Plan was approved to include annual funding for a Crime Analytics Tool. In accordance with City Purchasing Policy, proposals were obtained and evaluated. Based on price and overall functionality, Police requests to contract with Peregrine Technologies for a 5-year term at \$141,500 per year. The city attorney has reviewed the contract.

**Net Financial Impact:** \$0 (included with Public Safety Sales Tax Plan)

At their meeting, FAHR endorsed this request.

**Suggested Motion:**

Award the bid for a crime analytics tool to Peregrine Technologies, and approve the contract as presented.





# FARGO POLICE DEPARTMENT

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

*OFFICE OF THE CHIEF*

## MEMORANDUM

**To:** City Commissioners

**From:** Chief David B. Zibolski *DZ*

**Date:** October 2, 2025

**RE:** Approval to Purchase Peregrine Technology, RFP# 25257

Dear City Commissioners,

Earlier this year the Fargo Police Department (FPD) engaged Peregrine Technologies. Peregrine Technologies provides a platform that can take technology and data sources being operated and held at FPD and integrate them. If approved, Peregrine Technologies will provide a one-stop CJIS compliant solution to data integration through their proprietary software that allows personnel to access multiple databases through one useful, actionable portal. Peregrine will integrate new and archived computer aided dispatch (CAD) data, new and archived records management systems (RMS) data, body and dash camera footage from Axon, and automatic license plate reader (ALPR) information, along with many other public safety data sources. Integration of these sources will create a comprehensive dashboard to easily gain immediate, real-time access, to virtually all Fargo Police Department information systems.

This integration will more easily allow search for key words, items, videos, and pictures. Peregrine will provide automated reports in a more efficient and timely manner than what our current Intelligence and Analysis Unit (IAU) currently has the capability of. This in turn will enhance communication of needed information for Officers and Supervisors within FPD's Neighborhood Services Division to direct patrols more efficiently throughout the city. Capabilities within Peregrine will also allow for large event command and control within incident command, along with critical incident command and control within incident command, as there is the capability of downloading maps of the city and building layouts. Also, use of this platform within the Criminal Investigations Division will allow Detectives and Investigators to uncover the truth faster, conduct more thorough investigations using searches within the platform, and prevent future crimes. Finally, Peregrine will more easily allow Executive and Command Staff to set and communicate long-term strategies, track departmental priorities, and allocate resources effectively through the resource it provides.

Peregrine has visited FPD twice for demonstrations. Within those demonstrations representatives of IS have been involved along with multiple members of FPD who all approve of the technology. Also, if purchased, Peregrine will provide in-house implementation and training as part of the annual fee for the technology.



The Peregrine contract is for a 5-year term with an annual cost of \$141,500.

**Suggested Motion**

Approve and accept the proposed contract for FPD to purchase Peregrine Technology.

**Budget Information**

Purchase of Peregrine was approved through the Public Safety Tax initiative. Funds will be moved from Public Safety Tax monies to 101-5051-411-38-99 where the initial purchase will be made from.





## PEREGRINE CUSTOMER ORDER FORM & SCOPE OF SERVICES

Customer Information	
<b>Customer Name:</b> City of Fargo, a North Dakota Municipal Corporation	<b>Contact:</b> Chief Dave Zibolski
<b>Address:</b> 225 4 <sup>th</sup> Street North, Fargo, ND 58102	<b>Phone:</b> (701) 235-4493
<b>Email:</b> dzibolski@fargond.gov	<b>Fax:</b> N/A

Peregrine Services
<b>Effective Date:</b> October 21 <sup>st</sup> , 2025
<b>Initial Term:</b> From the Effective Date through October 20, 2030("Initial Term").
<p><b>Service Fee:</b> The following fee schedule is available to the Customer if Order Form is signed on or before October 20, 2025. Unless otherwise terminated as set forth in the Terms and Conditions, Customer shall pay Peregrine a service fee of \$141,500 annually for the Term as follows:</p> <ul style="list-style-type: none"> <li>a. \$141,500 within 30 days of the Effective Date</li> <li>b. \$141,500 within 30 days of October 21, 2026</li> <li>c. \$141,500 within 30 days of October 21, 2027</li> <li>d. \$141,500 within 30 days of October 21, 2028</li> <li>e. \$141,500 within 30 days of October 21, 2029</li> </ul>
<b>Users:</b> Customer may allow an unlimited number of employees of the Fargo Police Department to access and use the Service.
<b>Onboarding and Training Services:</b> Peregrine will provide Customer with an introductory training session that provides an overview of the Service, background on accessible data sources as of the Effective Date and an introduction to the analytic capabilities of the Service. Peregrine will provide additional training, including refresher sessions and advanced training modules, from time to time upon mutual agreement of the parties.
<p><b>Professional Services:</b> The initial Customer Data sources and systems that Peregrine will integrate with the Service for Customer are: Tyler Technologies New World CAD, Tyler Technologies New World RMS, Axon Body-Worn Cameras (BWC), Flock Safety LPR (40 cameras), Laserfiche, Axon Fleet 3, SmartForce BOLOs/Attempt to Locates, Cellebrite, and Grayshift GrayKey.</p> <p>The fee schedule above includes support for up to 75 million annual LPR reads and a 30-day retention of LPR detections.</p> <p>This fee schedule includes an allowance of up to \$5,000 in third-party API and/or data access fees.</p>





Any additional data integrations or new functionality shall be subject to mutual written agreement of the parties, including with respect to fees. All additional data integration services or new functionality and corresponding fees will be set forth in a statement of work.

For clarity, Peregrine will provide any other Professional Services and additional data integration services in accordance with Section 2.2 of the Terms and Conditions.

Peregrine services are provided subject to the terms set forth above on this Order Form together with the attached terms and conditions (the **"Terms and Conditions,"** and together with this Order Form, the **"Agreement"**). Any capitalized term used in this Order Form but not defined herein shall have the meaning ascribed to it in the Terms and Conditions. By signing this Order Form, Peregrine and Customer each agree to the terms and conditions set forth in this Agreement. In the event of any conflict between this Order Form and the Terms and Conditions, the terms of this Order Form shall govern to the extent of such conflict. This Order Form may be executed in counterparts (which may be delivered by electronic mail of .pdf files), each of which counterparts, when so executed and delivered, shall be deemed to be an original, and all of which counterparts, taken together, shall constitute one and the same instrument.

**Peregrine**

By: \_\_\_\_\_

Name: Nicholas NooneTitle: President & CEO

Date Signed: \_\_\_\_\_

**Customer**

By: \_\_\_\_\_

Name: Dr. Timothy MahoneyTitle: Mayor

Date Signed: \_\_\_\_\_

Attest: \_\_\_\_\_

Name: Steven SpragueTitle: City Auditor

Date Signed: \_\_\_\_\_



## Peregrine Customer Terms and Conditions

These Peregrine Customer Terms and Conditions govern the provision of the services described on the attached Order Form ("**Order Form**") by Peregrine Technologies, Inc. ("**Peregrine**") to the City of Fargo, a North Dakota Municipal Corporation ("**Customer**"). By executing an Order Form with Peregrine, Customer agrees to be bound by these Terms and Conditions.

### 1. Definitions.

"**Aggregated Data**" has the meaning specified in Section 6.1.

"**CJIS Security Policy**" means the FBI CJIS Security Policy document as published by the FBI CJIS Information Security Officer, currently located at <https://www.fbi.gov/services/cjis/cjis-security-policy-resource-center>.

"**Client-Side Software**" means any software in source or object code form that Peregrine makes available for use in connection with the Service, including Peregrine's mobile application(s).

"**Criminal Justice Information Services Division**" or "**CJIS**" means the FBI division responsible for the collection, warehousing, and timely dissemination of relevant criminal justice information to the FBI and to qualified law enforcement, criminal justice, civilian, academic, employment and licensing agencies.

"**Customer Data**" means any of Customer's data, information, documents or electronic files that are provided to Peregrine via the Service or otherwise in connection with this Agreement, including any databases Customer procures from third party vendors for Peregrine's integration with the Service; provided that, for purposes of clarity, Customer Data as defined herein does not include Aggregated Data.

"**Documentation**" means the materials supplied by Peregrine hereunder, in any media, including any and all installer's, operator's and user's manuals, training materials, guides, functional or technical specifications or other materials for use in conjunction with the Service.

"**Personal Information**" means any information that, individually or in combination, does or can identify a specific individual or by or from which a specific individual may be identified, contacted, or located, including without limitation all data considered "personal data", "personally identifiable information", or something similar under applicable laws, rules, or regulations relating to data privacy.

"**Professional Services**" has the meaning specified in Section 2.2.

"**Service**" means Peregrine's proprietary platform that assists Users with criminal investigations and police leadership decision making, consisting of a hosted web-based interface and the Client-Side Software. For purposes of this Agreement, the Service is exclusive of Professional Services that may be rendered upon mutual agreement of the parties in accordance with Section 2.2.

"**SOW**" has the meaning specified in Section 2.2.

"**Third Party Data**" means any third party databases that Peregrine licenses from third party vendors and makes accessible via the Service. For clarity, Third Party Data does not include any Customer Data.

"**Third Party Products**" means any third-party products provided with, integrated with, or incorporated into the Service, including Third Party Data.

"**Users**" means the individuals authorized by Customer to use the Service in accordance with the terms in the Order Form (including number and type of individuals who may access the Service) and that have been supplied user identifications and passwords by Peregrine.

### 2. Provision of the Service and Additional Services.

**2.1. Service.** During the Term and subject to the terms and conditions of this Agreement, including payment of the fees set forth on the Order Form, Customer may: (a) access and use the Service for up to the number of Users set forth in the Order Form, (b) download and reproduce the applicable Documentation solely for internal use in association with the Service, and (c) download, install, and use any Client-Side Software in support of Customer's



use of the Service, in each case on a nonexclusive, non-transferable, and non-sublicensable basis and solely for Customer's internal business purposes. Peregrine shall provide Customer with authentication credentials for individual Users upon written request from authorized personnel of Customer, (ii) onboarding and training services as set forth in the Order Form ("**Onboarding and Training Services**"), and (iii) telephone and standard technical support to Customer during normal business hours ("**Technical Support**"). Except as set forth herein, Peregrine shall, at its sole cost and expense, provide all facilities and equipment that may be necessary for Peregrine to perform the Services.

**2.2. Professional Services.** Except as set forth in the Order Form, in the event that Customer requests that Peregrine perform data integration, configuration or implementation services regarding the Service, including integration of Customer Data or Third Party Data and creation of specific modifications to the Service (but excluding any Onboarding and Training Services), Peregrine will discuss the scope and fees for such services and, if agreed, such work will be performed pursuant to a statement of work executed by the parties and referencing this Agreement that describe such scope and fees (an "**SOW**," and such services, the "**Professional Services**"). Any fees associated with the Professional Services shall be set forth in the applicable SOW and Customer shall pay such fees in accordance with Section 4.2 below. To the extent the Professional Services result in any software code or other tangible work product ("**Work Product**"), all such Work Product will remain owned solely and exclusively by Peregrine and may be used by Customer solely in connection with Customer's authorized use of the Service under this Agreement. Customer shall permit Peregrine access to Customer's offices and any other facilities necessary for Peregrine to provide the Professional Services. Peregrine personnel access shall be approved by the City of Fargo in advance of any such entry.

**2.3. Access and Policies.** Customer will permit Peregrine access to Customer's offices and any other facilities necessary for Peregrine to provide the Service, Onboarding and Training Services, Technical Support, and any Professional Services. Peregrine personnel access shall be approved by the City of Fargo in advance of any such entry. Peregrine agrees to, and cause its personnel to, abide by Customer's facilities access and use policies as provided by Customer to Peregrine in writing in advance of any on-site visits. Customer will also permit and enable Peregrine to have offsite access to Customer Data and the Customer's production platform for the Service in order to provide the Service, Technical Support and Professional Services. Peregrine agrees to comply with the CJIS Security Policy in connection with its access to Customer Data, including CJIS-defined policies for remote access.

**2.4. Compliance with Applicable Laws.** Each party and its agents shall comply with all laws applicable to the performance or receipt, as applicable, of the Service hereunder.

**2.5. Licenses and Permits.** Peregrine and its employees, agents, and any subcontractors have, and will maintain at their sole cost and expense, all licenses, permits, qualifications, and approvals of whatsoever nature that are legally required to practice their respective professions. In addition to the foregoing, Peregrine and any subcontractors shall obtain and maintain during the term of this Agreement valid business licenses from Customer as required by law.

**2.6. Nondiscrimination and Equal Opportunity.** Peregrine shall not discriminate, on the basis of a person's race, religion, color, national origin, age, physical or mental handicap or disability, medical condition, genetic information, marital status, sex, sexual orientation, gender or gender identity, against any employee, applicant for employment, subcontractor, bidder for a subcontract, or participant in, recipient of, or applicant for any services or programs provided by Peregrine under this Agreement. Peregrine shall comply with all applicable federal, state, and local laws, policies, rules, and requirements related to equal opportunity and nondiscrimination in employment, contracting, and the provision of any services that are the subject of this Agreement, including but not limited to the satisfaction of any positive obligations required of Peregrine thereby.

**2.7. Suspension.** Notwithstanding anything to the contrary in this Agreement, Peregrine may temporarily suspend Customer's and any User's access to any portion or all of the Service if: (a) Peregrine reasonably determines that (i) there is a threat or attack on the Service; (ii) Customer's or any User's use of the Service disrupts or poses a security risk to the Service or to any other customer or vendor of Peregrine; (iii) Customer, or any User, is using the Service for fraudulent or illegal activities; (iv) subject to applicable law, Customer has ceased to continue its business in the ordinary course, made an assignment for the benefit of creditors or similar disposition of its assets, or become



the subject of any bankruptcy, reorganization, liquidation, dissolution, or similar proceeding; (v) Peregrine's provision of the Service to Customer or any User is prohibited by applicable law; or (vi) any Customer Data submitted, posted, or otherwise transmitted by or on behalf of Customer or an User through the Service may infringe or otherwise violate any third party's intellectual property or other rights; (b) any vendor of Peregrine has suspended or terminated Peregrine's access to or use of any Third Party Products required to enable Customer to access the Service; or (c) if Customer fails to pay any undisputed fees when due (any such suspension described in subclauses (a), (b), or (c), a "**Service Suspension**"). Peregrine shall use commercially reasonable efforts to provide written notice of any Service Suspension to Customer and to provide updates regarding resumption of access to the Service following any Service Suspension. Peregrine shall use commercially reasonable efforts to resume providing access to the Service as soon as reasonably possible after the event giving rise to the Service Suspension is cured. Peregrine will have no liability for any damage, liabilities, losses (including any loss of data or profits), or any other consequences that Customer or any User may incur as a result of a Service Suspension.

**2.8. Third Party Products.** Peregrine may from time to time make Third Party Products available to Customer or may allow certain Third Party Products to be integrated with the Service. While such Third Party Products remain subject to their own terms and conditions, Peregrine represents that any Third Party Products integrated into the Service will meet the same quality, experience, and usability standards as the rest of the Peregrine platform. Peregrine shall warrant all Third Party Products selected by Peregrine for which Peregrine contracts directly and Customer is a third party beneficiary. For all Third Party Products for which Peregrine does not contract directly, Peregrine is not responsible for the independent operation of any Third Party Products or representations made by their respective providers. Peregrine will not share Customer Data with any third party without the Customer's prior written consent. By authorizing Peregrine to transmit Customer Data from a Third Party Product into the Service, Customer represents and warrants that it has all necessary rights and authority to provide such authorization.

**2.9. Open Source Components.** Certain aspects of the Service, such as the Client-Side Software, may contain or be distributed with open source software code or libraries ("**Open Source Components**"). Peregrine will provide a list of Open Source Components for a particular version of any distributed portion of the Service, such as the Client-Side Software, on Customer's request. To the extent required by the license applicable to such Open Source Components: (a) Peregrine will use reasonable efforts to deliver to Customer any notices or other materials (such as source code); and (b) the terms of such licenses will apply to such Open Source Components in lieu of the terms of this Agreement. To the extent the terms of such licenses prohibit any of the restrictions in this Agreement with respect to any particular Open Source Component, such restrictions will not apply to such Open Source Component. To the extent the terms of such licenses require Peregrine to make an offer to provide source code or related information in connection with the Open Source Component, such offer is hereby made. For purposes of clarity, Open Source Components are Third Party Products.

### **3. Customer Responsibilities.**

**3.1. Generally.** Customer is responsible for all activities that occur under User accounts. Customer also shall: (a) ensure it has all rights necessary for Peregrine to integrate the Customer Data with the Service; (b) have sole responsibility for the accuracy, quality, integrity, legality, reliability, and appropriateness of all Customer Data; (c) prevent unauthorized access to, or use of, the Service, and notify Peregrine immediately of any unauthorized access or use; (d) ensure each User has its own unique account on the Service and that Users do not share their account credentials with one another or any third party; and (e) comply with all applicable laws in using the Service. Customer agrees to provide its Users with the applications necessary to run the Service as set forth in the Documentation.

**3.2. Use Restrictions.** Customer shall not use the Service for any purposes beyond the scope of access granted under this Agreement. Without limiting the generality of the foregoing, Customer shall not, and shall ensure Users do not: (a) license, sublicense, sell, resell, rent, lease, transfer, assign, distribute, time share or otherwise commercially exploit or make the Service available to any third party; (b) send spam or otherwise duplicative or unsolicited messages via the Service; (c) send or store infringing or unlawful material; (d) send or store material containing software viruses, worms, Trojan horses or other harmful computer code, files, scripts, agents or programs; (e) interfere with or disrupt the integrity or performance of the Service or the data contained therein; (f) attempt to gain unauthorized access to the Service or its related systems or networks; (g) copy, modify, or create derivative works based upon the Service or any component thereof; (h) reverse engineer, disassemble, decompile,



decode, adapt, or otherwise attempt to derive or gain access to any software component of the Service or any component thereof; (i) use the Service in any manner or for any purpose that infringes, misappropriates, or otherwise violates any intellectual property or other right of any third party or that violates any applicable law; (j) access or use the Service for purposes of competitive analysis of Peregrine or the Service, the development, provision, or use of a competing service or product, or any other purpose that is to Peregrine's detriment or commercial disadvantage; or (k) input, upload, transmit, or otherwise provide to or through the Service any information or materials, including Customer Data, that are unlawful or injurious in any way

**3.3. CJIS Requirements.** Customer certifies that it and its Users will comply with the following CJIS requirements:

(a) Customer agrees to use training, policy and procedures to ensure Users use proper handling, processing, storing and communication protocols for Customer Data and any Third Party Data; (b) Customer agrees to protect the Service and any Third Party Data by monitoring and auditing staff user activity to ensure that it is only within the purview of system application development, system maintenance and the support roles assigned; (c) Customer will only provide access to the Service and any Third Party Data through Customer-managed role-based access and applied sharing rules configured by Customer; (d) Customer agrees to create and retain activity transaction logs to enable auditing by Peregrine staff, CJIS and any Third Party Data owners; (e) Customer agrees to perform independent employment background screening for its staff at Customer's own expense; and (f) Customer agrees to reinforce staff policies for creating User accounts with only one Customer domain email address for each User, with exceptions only as granted in writing by Peregrine.

**3.4. Operation Restrictions.** Under certain circumstances, it may be dangerous to operate a moving vehicle while attempting to operate a laptop, mobile device or other touch screen and any of their applications. Customer agrees that the Users will be instructed to only utilize the interface for the Service at times when it is safe to do so. Peregrine is not liable for any accident caused by a result of distraction such as from viewing the screen while operating a moving vehicle.

**3.5. Customer Logo.** Peregrine may use Customer's name and logo in Peregrine's lists of customers provided that such use will comply with any standard trademark guidelines provided by Customer to Peregrine.

**3.6. Feedback.** If Customer or any of its employees or contractors sends or transmits any communications or materials to Peregrine by mail, email, telephone, or otherwise, suggesting or recommending changes to the Service, including without limitation, new features or functionality relating thereto, or any comments, questions, suggestions, or the like ("**Feedback**"), Peregrine is free to use such Feedback irrespective of any other obligation or limitation between the parties governing such Feedback.

**4. Fees & Payment.**

**4.1. Fees.** Customer shall pay the fees for the Service as specified in the Order Form and in any SOWs. All fees are non-refundable except to the extent otherwise expressly set forth in this Agreement.

**4.2. Payment Terms.** Except as set forth on the Order Form, Customer shall pay all fees within thirty (30) days of Peregrine issuing an invoice.

**4.3. Taxes.** Peregrine's fees do not include any local, state, federal or foreign taxes, levies or duties of any nature ("**Taxes**"). Customer is responsible for paying all Taxes, excluding only taxes based on Peregrine's income. If Peregrine has the legal obligation to pay or collect Taxes for which Customer is responsible under this section, the appropriate amount shall be invoiced to and paid by Customer unless Customer provides Peregrine with a valid tax exemption certificate authorized by the appropriate taxing authority.

**5. Proprietary Rights.** The "**Peregrine Technology**" means (a) the Peregrine name, the Peregrine logo, and other trademarks and service marks; (b) audio and visual information, documents, software and other works of authorship, including training materials; (c) other technology included in the Service, including Client-Side Software, graphical user interfaces, workflows, products, processes, algorithms, know-how and other trade secrets, techniques, designs, inventions and other tangible or intangible technical material or information provided by Peregrine under this Agreement; and (d) the work product or other results of Professional Services. Peregrine owns and shall retain all rights in the Peregrine Technology. Other than as expressly set forth in Section 2.1 above, no license or other rights in or to the Peregrine Technology or related intellectual property rights are granted to



Customer or Users, and all such licenses and rights are hereby expressly reserved to Peregrine. For clarity, “**Peregrine Technology**” does not include Customer Data.

## **6. Data Access, Sharing and Security.**

**6.1. Customer Data.** Peregrine may access, reproduce, and use Customer Data to provide the Service, including to provide Technical Support, Onboarding and Training Services and any Professional Services. Customer agrees that Peregrine may generate technical logs, data and insights about Customer’s usage of the Service (e.g., frequency of logins) (“**Peregrine Insights**”) and may use the Customer Data in aggregated and anonymized form that does not individually identify any person or entity, including Customer or its Users (“**Aggregated Data**”) for Peregrine’s internal business purposes and to operate and improve Peregrine’s proprietary software and services, and that Peregrine shall own the Peregrine Insights and the Aggregated Data. Peregrine shall destroy Peregrine Insights and Aggregated Data on termination of this Agreement. Peregrine may choose to terminate the provision of any Customer Data via the Service if the provision of such data may be harmful to the Service, as determined by Peregrine in its reasonable discretion.

**6.2. CJIS Security Policy.** Peregrine has implemented procedures to allow for adherence to the CJIS Security Policy. The hosting facility for the Service uses access control technologies that meet or exceed CJIS requirements. In addition, Peregrine has installed and configured solid network intrusion prevention appliances for adherence to the CJIS Security Policy.

**6.3. Third Party Data.** Any Third Party Data that Peregrine may provide via the Service is governed by the third party owner’s retention policy. Peregrine does not provide any warranties with respect to any Third Party Data and Peregrine may choose to terminate the provision of any Third Party Data via the Service if Peregrine’s applicable rights to such Third Party Data terminate or the provision of such data may be harmful to the Service, as determined by Peregrine in its reasonable discretion.

**6.4. Processing of Personal Information.** Peregrine’s rights and obligations with respect to Personal information it collects directly from individuals are set forth in Peregrine’s Privacy Policy at Appendix C: Peregrine Privacy Policy. Personal Information included within Customer Data and processed by Peregrine on behalf of Customer is governed by this Agreement.

**6.5. Sensitive Information; Marking Requirements.** To the extent Customer provides Customer Data that Customer considers to be sensitive, proprietary, restricted, or otherwise requiring sensitive treatment (“**Sensitive Information**”), Customer is solely responsible for providing appropriate markings to designate the applicable Customer Data as Sensitive Information. Customer shall provide Peregrine with documentation and/or instructions in writing with sufficient detail for Peregrine to identify and distinguish content that is Sensitive Information within other provided Customer Data. Customer shall (a) mark Sensitive Information on its face, (b) make the appropriate designations for Sensitive Information in document metadata, (c) provide Peregrine with a table or other list of Sensitive Information that contains sufficient detail to identify the Sensitive Information; or (d) identify Sensitive Information to Peregrine in some other mutually agreed upon method. Peregrine shall not be responsible for failure to designate Sensitive Information with specific access control status based on Customer failure to provide sufficient information to identify Sensitive Information.

## **7. Confidentiality.**

**7.1. Definition of Confidential Information.** The term “**Confidential Information**” means all confidential and proprietary information of a party (“**Disclosing Party**”) disclosed to the other party (“**Receiving Party**”), whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure, including Customer Data, any Third Party Data, the Service, the Documentation, the Peregrine Technology, business and marketing plans, technology and technical information, product designs, and business processes.

**7.2. Confidentiality.** The Receiving Party shall not disclose or use any Confidential Information of the Disclosing Party except to perform its obligations or exercise its rights under this Agreement, or as otherwise permitted herein. Each party agrees to protect the confidentiality of the other party’s Confidential Information with the same degree of care it uses to protect its own, but no less than reasonable care.



Notwithstanding the foregoing, if the Receiving Party is a North Dakota public entity subject to NDCC § 4404, it may be legally required to disclose certain information under the state's open records laws. In such cases, the Receiving Party will, to the extent permitted by law, provide advance notice to the Disclosing Party and reasonably cooperate (at the Disclosing Party's expense) in seeking a protective order or asserting a valid exemption. Nothing in this Agreement shall be construed to require the Receiving Party to violate applicable open records laws.

**7.3. Exceptions.** The parties' obligations in Section 7.2 shall not apply to any information that: (a) is or becomes publicly available without breach of any obligation owed to the Disclosing Party; (b) was known to the Receiving Party prior to its disclosure by the Disclosing Party without breach of any obligation owed to the Disclosing Party; (c) was independently developed by the Receiving Party without breach of any obligation owed to the Disclosing Party; or (d) is received from a third party without breach of any obligation owed to the Disclosing Party.

**7.4. Public Records Acts.** Peregrine acknowledges that Customer is a public entity and may be governed by applicable laws, rules, or regulations relating to public records (each a "**Public Records Act**"). Nothing in this Section 7 shall prevent Customer from disclosing Confidential Information for purposes of complying with an applicable Public Records Act to the extent legally required.

**7.5. Remedies.** If the Receiving Party discloses or uses (or threatens to disclose or use) any Confidential Information of the Disclosing Party in breach of this Section 7, the Disclosing Party shall have the right, in addition to any other remedies available to it, to seek injunctive relief to enjoin such acts, it being specifically acknowledged by the parties that such unauthorized disclosure or use may cause irreparable harm to the Disclosing Party for which any other available remedies are inadequate.

## **8. Warranties & Disclaimers.**

**8.1. Warranties.** Each party represents and warrants that it has the legal power and authority to enter into this Agreement. Peregrine represents and warrants that (i) it will provide the Service in a professional manner consistent with the standards observed by a competent practitioner of the profession in which Peregrine is engaged, and (ii) the Service will perform in accordance with and otherwise substantially conform to its associated documentation.

**8.2. Disclaimer.** EXCEPT AS EXPRESSLY PROVIDED IN SECTION 8.1, PEREGRINE MAKES NO WARRANTY OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE WITH RESPECT TO THE SERVICE, THE PEREGRINE TECHNOLOGY, ANY THIRD PARTY DATA AND ANY OTHER PRODUCTS OR SERVICES PROVIDED UNDER THIS AGREEMENT. PEREGRINE HEREBY SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE OR NON-INFRINGEMENT, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.

## **9. Indemnification.**

**9.1. Indemnification by Peregrine.** Peregrine shall at its expense defend Customer and its officers, directors, officials, agents, volunteers and employees ("**Customer Indemnified Parties**") against any claim made or brought against any Customer Indemnified Party by a third party alleging that the Service as provided to Customer and when used in accordance with this Agreement infringes any intellectual property rights of a third party (each, a "**Customer Claim**"), and shall indemnify and hold Customer Indemnified Parties harmless from and against any and all liability, loss, damage, claims, expenses, and costs, including without limitation, attorney's fees, awarded by a court or agreed to by Peregrine in a settlement with respect to such Customer Claim; provided, that Customer (a) promptly gives written notice of the Customer Claim to Peregrine; (b) gives Peregrine sole control of the defense and settlement of the Customer Claim (provided that Peregrine may not agree to any settlement that imposes any liability or obligation on Customer without Customer's prior written consent, such consent not to be unreasonably withheld, conditioned, or delayed); and (c) provides to Peregrine, at Peregrine's cost, all reasonable assistance in the defense and settlement of the Customer Claim. Peregrine shall have no obligation under this Section 9.1 or otherwise regarding claims that arise from or relate to (i) Customer's use of the Service other than as contemplated by this Agreement, (ii) any modifications to the Service made by any entity other than Peregrine (where the liability would not have arisen but for such modification), (iii) any combination of the Service with services or technologies not provided by Peregrine (where the liability would not have arisen but for such combination), (iv) Customer's use of the Service or portion thereof after Peregrine has terminated this Agreement or such portion of the Service in accordance with this



Section 9.1, or (v) Third Party Products. If in Peregrine's opinion a Customer Claim is likely to be made, or if an existing Customer Claim may cause Peregrine liability, Peregrine may in its discretion (x) obtain a license to enable Customer to continue to use the potentially infringing portion of the Service, (y) modify the Service to avoid the potential infringement, or (z) if the foregoing cannot be achieved after using reasonable commercial efforts, terminate the Agreement or the license to the infringing portion of the Service and refund the amount of any pre-paid fees applicable to the portion of the terminated Services to be provided after the termination date.

**9.2. Indemnification by Customer.** To the extent permitted by applicable law, Customer shall at its expense defend Peregrine and its officers, directors, officials, agents, volunteers and employees ("**Peregrine Indemnified Parties**") against any claim made or brought against any Peregrine Indemnified Party by a third party based on: (a) Customer's or any User's negligence, gross negligence, fraud, or willful misconduct; (b) Customer's or any User's use of the Service in a manner not authorized by this Agreement; or (c) Customer Data or Peregrine's authorized use of such Customer Data (each, a "**Peregrine Claim**"), and shall indemnify and hold Peregrine Indemnified Parties harmless from and against any and all liability, loss, damage, claims, expenses, and costs, including without limitation, attorney's fees, awarded by a court or agreed to by Customer in a settlement with respect to such Peregrine Claim; provided, that Peregrine (i) promptly gives written notice of the Peregrine Claim to Customer; (ii) gives Customer sole control of the defense and settlement of the Peregrine Claim (provided that Customer may not agree to any settlement that imposes any liability or obligation on Peregrine without Peregrine's prior written consent, such consent not to be unreasonably withheld, conditioned, or delayed); and (iii) provides to Customer, at Customer's cost, all reasonable assistance in the defense and settlement of the Peregrine Claim.

**9.3. Sole Remedy. THIS SECTION 9 SETS FORTH CUSTOMER'S SOLE REMEDIES AND PEREGRINE'S SOLE LIABILITY AND OBLIGATION FOR ANY ACTUAL, THREATENED, OR ALLEGED CLAIMS BY THIRD PARTIES RELATING TO THE SERVICE OR ITS USE.**

## **10. Limitation of Liability.**

**10.1. Exclusion of Consequential and Related Damages.** EXCEPT FOR A PARTY'S BREACH OF SECTION 7, A PARTY'S INDEMNIFICATION AND DEFENSE OBLIGATIONS, OR A PARTY'S GROSS NEGLIGENCE, FRAUD, OR WILLFUL MISCONDUCT, IN NO EVENT SHALL EITHER PARTY HAVE ANY LIABILITY TO THE OTHER PARTY FOR ANY LOST PROFITS, LOSS OF USE, COSTS OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, OR FOR ANY INDIRECT, SPECIAL, INCIDENTAL, MULTIPLE, EXEMPLARY, PUNITIVE, OR CONSEQUENTIAL DAMAGES HOWEVER CAUSED AND, WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER THEORY OF LIABILITY, WHETHER OR NOT THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE.

**10.2. Liability Cap.** IN NO EVENT SHALL PEREGRINE'S AGGREGATE LIABILITY ARISING OUT OF OR RELATING TO THIS AGREEMENT UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR OTHERWISE, EXCEED TWO TIMES (2X) THE FEES PAID AND/OR PAYABLE BY CUSTOMER TO PEREGRINE FOR THE SERVICES UNDER THIS AGREEMENT IN THE TWELVE (12) MONTHS PRIOR TO THE ACT GIVING RISE TO LIABILITY.

NOTWITHSTANDING THE FOREGOING, THE LIMITATIONS SET FORTH IN THIS SECTION SHALL NOT APPLY TO PEREGRINE'S OBLIGATIONS UNDER SECTION 9.1 (INDEMNIFICATION FOR INTELLECTUAL PROPERTY INFRINGEMENT) OR TO LIABILITY SOLELY AND DIRECTLY ARISING FROM PEREGRINE'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT.

## **11. Term & Termination.**

**11.1. Term of Agreement.** This Agreement commences on the Effective Date and continues for the duration of the term set forth on the Order Form ("**Term**"), unless earlier terminated in accordance with the Order Form or Section 11.2.

**11.2. Termination for Cause.** A party may terminate this Agreement for cause upon thirty (30) days written notice of a material breach to the other party if such breach remains uncured at the expiration of such period. Termination shall not relieve Customer of the obligation to pay any fees accrued or payable to Peregrine prior to the effective date of termination.



**11.3. Data.** Upon expiration or termination of this Agreement, Peregrine shall retain Customer Data and Third Party Data for a period of ninety (90) days. If, during this 90-day period, Customer provides written notice requesting such Customer Data, Peregrine shall deliver the same to Customer. If no such request is received within the 90-day period, Peregrine may permanently delete all Customer Data and Third Party Data in its possession or control, unless legally prohibited from doing so. Nothing in this Section limits Peregrine's right to use Aggregated Data in perpetuity.

**11.4. Survival.** The following provisions shall survive termination or expiration of this Agreement: Sections 4, 5, 6.1, 6.3, 7, 8, 9, 10, 11.3, 11.4, and 12.

## **12. General Provisions.**

**12.1. Insurance.** Peregrine shall maintain the insurance coverages described on Appendix A: Insurance. In addition, Peregrine shall secure and maintain during the term of this Agreement, additional Cyber insurance in an amount not less than \$5,000,000, naming Customer as an additional insured

**12.2. Relationship of the Parties.** This Agreement does not create a partnership, franchise, joint venture, agency, fiduciary or employment relationship between the parties. There are no third-party beneficiaries to this Agreement. At all times during the term of this Agreement, Peregrine shall be an independent contractor and shall not be an employee of Customer. Except as Customer may specify in writing, Peregrine shall have no authority, express or implied, to act on behalf of Customer in any capacity whatsoever as an agent. Peregrine shall have no authority, express or implied, pursuant to this Agreement to bind Customer to any obligation whatsoever.

**12.3. Peregrine's Books and Records.** To the extent required by applicable laws, rules, or regulations, Peregrine shall maintain any and all records or documents evidencing or relating to charges for services or expenditures and disbursements charged to the Customer under this Agreement for a minimum of 3 years, or for any longer period required by law, from the date of final payment to Peregrine to this Agreement. All such records shall be maintained in accordance with generally accepted standards and shall be made available for inspection, audit, and/or copying during regular business hours, upon written request of the Customer.

**12.4. Force Majeure.** Neither party shall be liable by reason of any failure or delay in performance of its obligations under this Agreement (except for the payment of money) on account of events beyond the reasonable control of such party, which may include Internet denial-of-service attacks, strikes, shortages, riots, insurrection, fires, flood, storm, explosions, acts of God, war, terrorism, governmental action, labor conditions, earthquakes, and material shortages (each, a "**Force Majeure Event**"). Upon the occurrence of a Force Majeure Event, the non-performing party will be excused from any further performance of its obligations affected by the Force Majeure Event for so long as the event continues and such party continues to use commercially reasonable efforts to resume performance.

**12.5. Federal Government.** Any use, copy or disclosure of the Service by the U.S. Government is subject to restrictions as set forth in this Agreement and as provided by DFARS 227.7202-1(a) and 227.7202-3(a)(1995), DFARS 252.227-7013(c)(1)(ii)(October 1998), FAR 12.212(a)(1995), FAR 52.227-19, or FAR 52.227(ALT III), as applicable.

**12.6. Additional Government Terms.** Peregrine acknowledges that Customer may be a public entity and, accordingly, certain additional laws, rules, and regulations may take precedence over the terms and conditions of this Agreement (the "**Additional Government Terms**"). The Additional Government Terms, if any, are attached hereto as **Error! Reference source not found.**, and will govern to the extent of any conflict with any other term of this Agreement.

**12.7. Notices.** All notices under this Agreement shall be in writing and shall be deemed to have been given upon: (a) personal delivery; (b) the second business day after mailing; (c) the second business day after sending by confirmed facsimile; or (d) after confirmed receipt of an email. Notices to Peregrine shall be addressed to the attention of Nick Noone, CEO, Peregrine Technologies, [nick@peregrine.io](mailto:nick@peregrine.io), with a copy to [ben@peregrine.io](mailto:ben@peregrine.io). Notices to Customer are to be addressed to the individual identified in the Order Form.

**12.8. Waiver; Cumulative Remedies Severability.** No failure or delay by either party in exercising any right under this Agreement shall constitute a waiver of that right. Other than as expressly stated herein, the remedies provided herein are in addition to, and not exclusive of, any other remedies of a party at law or in equity. If any provision of



this Agreement is held by a court of competent jurisdiction to be contrary to law, the provision shall be modified by the court and interpreted so as best to accomplish the objectives of the original provision to the fullest extent permitted by law, and the remaining provisions of this Agreement shall remain in effect.

**12.9. Assignment.** Neither party may assign any of its rights or obligations hereunder, whether by operation of law or otherwise, without the prior express written consent of the other party. Notwithstanding the foregoing, Peregrine may assign this Agreement, together with all rights and obligations hereunder, without consent of Customer, in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its stock or assets that relate to this Agreement. Any attempt by a party to assign its rights or obligations under this Agreement in breach of this section shall be void and of no effect. Subject to the foregoing, this Agreement shall bind and inure to the benefit of the parties, their respective successors and permitted assigns.

**12.10. Governing Law.** This Agreement shall be governed by the laws of North Dakota. The state courts located in Cass County, North Dakota or in the United States District Court for the District of North Dakota shall have exclusive jurisdiction to adjudicate any dispute arising out of or relating to this Agreement. Each party hereby consents to the exclusive jurisdiction of such courts provided that nothing in this Section 12.10 prohibits either party from seeking or obtaining in any jurisdiction injunctive or similar relief in connection with the enforcement of this Agreement.

**12.11. Construction.** The division of this Agreement into Sections and the insertion of captions and headings are for convenience of reference only and will not affect the construction or interpretation of this Agreement. The terms "this Agreement," "hereof," "hereunder" and any similar expressions refer to this Agreement and not to any particular Section or other portion hereof. The parties hereto agree that any rule of construction to the effect that ambiguities are to be resolved against the drafting party will not be applied in the construction or interpretation of this Agreement. As used in this Agreement, the words "include" and "including," and variations thereof, will be deemed to be followed by the words "without limitation" and "discretion" means sole discretion

**12.12. Entire Agreement.** This Agreement constitutes the entire agreement between the parties, and supersedes all prior and contemporaneous agreements, proposals or representations, written or oral, concerning its subject matter. No modification, amendment, or waiver of any provision of this Agreement shall be effective unless in writing and signed by the party against whom the modification, amendment or waiver is to be asserted. Notwithstanding any language to the contrary therein, no terms or conditions stated in a Customer purchase order or in any other Customer order documentation (excluding the Order Form) shall be incorporated into or form any part of this Agreement, and all such terms or conditions are hereby rejected and shall be null and void.



## Appendix A: Insurance

Peregrine, at its own cost and expense, shall procure the types and amounts of insurance specified herein and maintain that insurance throughout the term of the Agreement. The cost of such insurance shall be included in the Peregrine's bid or proposal. Peregrine shall be fully responsible for the acts and omissions of its subcontractors or other agents.

**Workers' Compensation.** Peregrine shall, at its sole cost and expense, maintain Statutory Workers' Compensation Insurance and Employer's Liability Insurance for any and all persons employed directly or indirectly by Peregrine in the amount required by applicable law. The requirement to maintain Statutory Workers' Compensation and Employer's Liability Insurance may be waived by the Customer upon written verification that Peregrine is a sole proprietor and does not have any employees and will not have any employees during the term of this Agreement.

### **Commercial General and Automobile Liability Insurance**

**General requirements.** Peregrine, at its own cost and expense, shall maintain commercial general and automobile liability insurance for the term of this Agreement in an amount not less than \$1,000,000 per occurrence and \$2,000,000 aggregate, combined single limit coverage for risks associated with the work contemplated by this Agreement.

**Minimum scope of coverage.** Commercial general coverage shall be at least as broad as Insurance Services Office Commercial General Liability occurrence form CG 0001 (most recent edition) covering comprehensive General Liability on an "occurrence" basis. Automobile coverage shall be at least as broad as Insurance Services Office Automobile Liability form CA 0001 (most recent edition) covering any auto (Code 1), or if Peregrine has no owned autos, hired (code 8) and non-owned autos (Code 9). No endorsement shall be attached limiting the coverage.

**Additional requirements.** Each of the following shall be included in the insurance coverage or added as a certified endorsement to the policy:

- a. The Commercial General and Automobile Liability Insurance shall cover on an occurrence basis.
- b. Customer, its officers, officials, employees, agents, and volunteers shall be covered as additional insureds for liability arising out of work or operations on behalf of the Peregrine, including materials, parts, or equipment furnished in connection with such work or operations; or automobiles owned, leased, hired, or borrowed by the Peregrine. Coverage can be provided in the form of an endorsement to the Peregrine's insurance at least as broad as CG 20 10 11 85, or both CG 20 10 10 01 and CG 20 37 10 01.
- c. For any claims related to this Agreement or the work hereunder, the Peregrine's insurance covered shall be primary insurance as respects the Customer, its officers, officials, employees, agents, and volunteers. Any insurance or self-insurance maintained by the Customer, its officers, officials, employees, agents or volunteers shall be excess of the Peregrine's insurance and non-contributing.
- d. The policy shall cover inter-insured suits and include a "separation of Insureds" or "severability" clause which treats each insured separately.
- e. Peregrine agrees to give at least 30 days prior written notice to Customer before coverage is canceled or modified as to scope or amount.

### **Professional Liability Insurance.**

**General requirements.** Peregrine, at its own cost and expense, shall maintain for the period covered by this Agreement professional liability insurance for licensed professionals performing work pursuant to this Agreement in an amount not less than \$1,000,000 per occurrence or claim covering the Peregrine's errors and omissions.

**Claims-made limitations.** The following provisions shall apply if the professional liability coverage is written on a claims-made form:

- a. The retroactive date of the policy must be shown and must be before the date of the Agreement.



- b. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the Agreement or the work.
- c. If coverage is canceled or not renewed and it is not replaced with another claims-made policy form with a retroactive date that precedes the date of this Agreement, Peregrine must purchase an extended period coverage for a minimum of five (5) years after completion of work under this Agreement.
- d. A copy of the claim reporting requirements must be submitted to the Customer for review prior to the commencement of any work under this Agreement.

#### **All Policies Requirements.**

**Submittal Requirements.** Peregrine shall submit the following to Customer prior to beginning services:

Certificate of Liability Insurance in the amounts specified in this Agreement; and

Additional Insured Endorsement as required for the General Commercial and Automobile Liability Policies.

**Acceptability of Insurers.** All insurance required by this Agreement is to be placed with insurers with a Bests' rating of no less than A:VII.

**Deductibles and Self-Insured Retentions.** Insurance obtained by the Peregrine shall have a self-insured retention or deductible of no more than \$100,000.

**Wasting Policies.** No policy required herein shall include a "wasting" policy limit (i.e. limit that is eroded by the cost of defense).

**Waiver of Subrogation.** Peregrine hereby agrees to waive subrogation which any insurer or contractor may require from Peregrine by virtue of the payment of any loss. Peregrine agrees to obtain any endorsements that may be necessary to effect this waiver of subrogation, but this provision applies regardless of whether or not the Customer has received a waiver of subrogation endorsement from the insurer.

The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the Customer for all work performed by the Peregrine, its employees, agents, and subcontractors.

**Subcontractors.** Peregrine shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein, and Peregrine shall ensure that Customer, its officers, officials, employees, agents, and volunteers are covered as additional insured on all coverages.

**Excess Insurance.** If Peregrine maintains higher insurance limits than the minimums specified herein, Customer shall be entitled to coverage for the higher limits maintained by the Peregrine.

**Remedies.** In addition to any other remedies Customer may have if Peregrine fails to provide or maintain any insurance policies or policy endorsements to the extent and within the time herein required, Customer may, at its sole option, order Peregrine to stop work under this Agreement and withhold any payment that becomes due to Peregrine hereunder until Peregrine demonstrates compliance with the requirements hereof, or terminate this Agreement.

## **Appendix B: Additional Government Terms**

No additional government terms and conditions.



## Appendix C: Peregrine Privacy Policy

### PEREGRINE

### PRIVACY POLICY

Last Modified: September 30, 2022

At Peregrine, we take your privacy seriously. Please read this Privacy Policy to learn how we treat your personal data. **By using or accessing our Website in any manner, you acknowledge that you accept the practices and policies outlined below, and you hereby consent that we will collect, use and share your information as described in this Privacy Policy.**

Remember that your use of Peregrine's Website is at all times subject to our Terms of Use<sup>< https://peregrine.io/terms-of-use/></sup>, which incorporates this Privacy Policy. Any terms we use in this Policy without defining them have the definitions given to them in the Terms of Use.

You may print a copy of this Privacy Policy by navigating to <https://www.peregrine.io/privacy-policy/privacy-policy>

#### Privacy Policy Table of Contents

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#### What this Privacy Policy Covers

This Privacy Policy covers how we treat Personal Data that we gather when you access or use our Website. **“Personal Data”** means any information that identifies or relates to a particular individual and also includes information referred to as “personally identifiable information” or “personal information” under applicable data privacy laws, rules or regulations. This Privacy Policy does not cover the practices of companies we don’t own or control or people we don’t manage.

#### Personal Data

##### [Categories of Personal Data We Collect](#)

This chart details the categories of Personal Data that we collect and have collected over the past 12 months:



<u>Category of Personal Data</u>	<u>Examples of Personal Data We Collect</u>	<u>Categories of Third Parties With Whom We Share this Personal Data:</u>
<b>Profile or Contact Data</b>	<ul style="list-style-type: none"> <li>• First and last name</li> <li>• Email</li> <li>• Phone number</li> </ul>	<ul style="list-style-type: none"> <li>• N/A</li> </ul>
<b>Web Analytics</b>	<ul style="list-style-type: none"> <li>• Web page interactions</li> <li>• Referring webpage/source through which you accessed the Website</li> <li>• Statistics associated with the interaction between device or browser and the Website</li> </ul>	<ul style="list-style-type: none"> <li>• Analytics Partners that we collect this data from, as per their terms (see Cookies section)</li> </ul>
<b>Geolocation Data</b>	<ul style="list-style-type: none"> <li>• IP address-based location information</li> </ul>	<ul style="list-style-type: none"> <li>• N/A</li> </ul>
<b>Professional or Employment-Related Data</b>	<ul style="list-style-type: none"> <li>• Resume</li> <li>• Job title</li> <li>• Job history</li> <li>• LinkedIn profile</li> </ul>	<ul style="list-style-type: none"> <li>• N/A</li> </ul>

#### Categories of Sources of Personal Data

We collect Personal Data about you from the following categories of sources:

- **You**
  - When you provide such information directly to us.
    - When you use our interactive tools and Website.
    - When you send us an email or otherwise contact us.
  - When you use the Website and such information is collected automatically.
    - Through Cookies (defined in the “Tracking Tools and Opt-Out” section below).

#### Our Commercial or Business Purposes for Collecting Personal Data

- **Providing, Customizing and Improving the Website**
  - Providing you with the products, Website or information you request.
  - Meeting or fulfilling the reason you provided the information to us.
  - Providing support and assistance for the Website.
  - Improving the Website, including testing, research, internal analytics and product development.
  - Personalizing the Website, website content and communications based on your preferences.
  - Doing fraud protection, security and debugging.
  - Carrying out other business purposes stated when collecting your Personal Data or as otherwise set forth in applicable data privacy laws, such as the California Consumer Privacy Act (the “CCPA”).
- **Marketing the Website**
  - Marketing and selling the Website.
- **Corresponding with You**
  - Responding to correspondence that we receive from you, contacting you when necessary or requested, and sending you information about Peregrine or the Website.
  - Sending emails and other communications according to your preferences or that display content that we think will interest you.
- **Meeting Legal Requirements and Enforcing Legal Terms**



- Fulfilling our legal obligations under applicable law, regulation, court order or other legal process, such as preventing, detecting and investigating security incidents and potentially illegal or prohibited activities.
- Protecting the rights, property or safety of you, Peregrine or another party.
- Enforcing any agreements with you.
- Responding to claims that any posting or other content violates third-party rights.
- Resolving disputes.

We will not collect additional categories of Personal Data or use the Personal Data we collected for materially different, unrelated or incompatible purposes without providing you notice.

#### **How We Share Your Personal Data**

We disclose your Personal Data to the categories of service providers and other parties listed in this section. Depending on state laws that may be applicable to you, some of these disclosures may constitute a “sale” of your Personal Data. For more information, please refer to the state-specific sections below.

- **Service Providers.** These parties help us host the Website or perform business functions on our behalf. They include:
  - Hosting, technology and communication providers.
- **Analytics Partners.** These parties provide us with analytics services to analyze your usage of the Website. They include:
  - Google Analytics

#### **Legal Obligations**

We may share any Personal Data that we collect with third parties in conjunction with any of the activities set forth under “Meeting Legal Requirements and Enforcing Legal Terms” in the “Our Commercial or Business Purposes for Collecting Personal Data” section above.

#### **Business Transfers**

All of your Personal Data that we collect may be transferred to a third party if we undergo a merger, acquisition, bankruptcy or other transaction in which that third party assumes control of our business (in whole or in part). Should one of these events occur, we will make reasonable efforts to notify you before your information becomes subject to different privacy and security policies and practices.

#### **Data that is Not Personal Data**

We may create aggregated, de-identified or anonymized data from the Personal Data we collect, including by removing information that makes the data personally identifiable to a particular user. We may use such aggregated, de-identified or anonymized data and share it with third parties for our lawful business purposes, including to analyze, build and improve the Website and promote our business, provided that we will not share such data in a manner that could identify you.



### Tracking Tools and Opt-Out

The Website use cookies and similar technologies such as pixel tags, web beacons, clear GIFs and JavaScript (collectively, “**Cookies**”) to enable our servers to recognize your web browser, tell us how and when you visit and use our Website, analyze trends, learn about our user base and operate and improve our Website. Cookies are small pieces of data— usually text files – placed on your computer, tablet, phone or similar device when you use that device to access our Website. We may also supplement the information we collect from you with information received from third parties, including third parties that have placed their own Cookies on your device(s). Please note that because of our use of Cookies, the Website does not support “Do Not Track” requests sent from a browser at this time.

We use the following types of Cookies:

- **Essential Cookies**. Essential Cookies are required for providing you with features or Website that you have requested. For example, certain Cookies enable you to log into secure areas of our Website. Disabling these Cookies may make certain features and Website unavailable.
- **Performance/Analytical Cookies**. Performance/Analytical Cookies allow us to understand how visitors use our Website. They do this by collecting information about the number of visitors to the Website, what pages visitors view on our Website and how long visitors are viewing pages on the Website. Performance/Analytical Cookies also help us measure the performance of our advertising campaigns in order to help us improve our campaigns and the Website’ content for those who engage with our advertising. For example, Google LLC (“**Google**”) uses cookies in connection with its Google Analytics Website. Google’s ability to use and share information collected by Google Analytics about your visits to the Website is subject to the Google Analytics Terms of Use and the Google Privacy Policy. You have the option to opt-out of Google’s use of Cookies by visiting the Google advertising opt-out page at [www.google.com/privacy\\_ads.html](http://www.google.com/privacy_ads.html) or the Google Analytics Opt-out Browser Add-on at <https://tools.google.com/dlpage/gaoptout/>.

You can decide whether or not to accept Cookies through your internet browser’s settings. Most browsers have an option for turning off the Cookie feature, which will prevent your browser from accepting new Cookies, as well as (depending on the sophistication of your browser software) allow you to decide on acceptance of each new Cookie in a variety of ways. You can also delete all Cookies that are already on your device. If you do this, however, you may have to manually adjust some preferences every time you visit our website and some of the Website and functionalities may not work.

To explore what Cookie settings are available to you, look in the “preferences” or “options” section of your browser’s menu. To find out more information about Cookies, including information about how to manage and delete Cookies, please visit <http://www.allaboutcookies.org/>.

### Data Security and Retention

We seek to protect your Personal Data from unauthorized access, use and disclosure using appropriate physical, technical, organizational and administrative security measures based on the type of Personal Data and how we are processing that data. Although we work to protect the security of your data that we hold in our records, please be aware that no method of transmitting data over the internet or storing data is completely secure.

We retain Personal Data about you for as long as necessary to provide you with our Website. In some cases we retain Personal Data for longer, if doing so is necessary to comply with our legal obligations, resolve disputes or collect fees owed, or is otherwise permitted or required by applicable law, rule or regulation. We may further retain information in an anonymous or aggregated form where that information would not identify you personally.



### Personal Data of Children

As noted in the Terms of Use, we do not knowingly collect or solicit Personal Data about children under 16 years of age; if you are a child under the age of 16, please do not attempt to register for or otherwise use the Website or send us any Personal Data. If we learn we have collected Personal Data from a child under 16 years of age, we will delete that information as quickly as possible. If you believe that a child under 16 years of age may have provided Personal Data to us, please contact us at [privacy@peregrine.io](mailto:privacy@peregrine.io)

### California Resident Rights

If you are a California resident, you have the rights set forth in this section. Please see the “Exercising Your Rights” section below for instructions regarding how to exercise these rights. Please note that we may process Personal Data of our customers’ end users or employees in connection with our provision of certain Website to our customers. If we are processing your Personal Data as a service provider, you should contact the entity that collected your Personal Data in the first instance to address your rights with respect to such data.

If there are any conflicts between this section and any other provision of this Privacy Policy and you are a California resident, the portion that is more protective of Personal Data shall control to the extent of such conflict. If you have any questions about this section or whether any of the following rights apply to you, please contact us at [privacy@peregrine.io](mailto:privacy@peregrine.io)

#### Access

You have the right to request certain information about our collection and use of your Personal Data over the past 12 months. In response, we will provide you with the following information:

- The categories of Personal Data that we have collected about you.
- The categories of sources from which that Personal Data was collected.
- The business or commercial purpose for collecting or selling your Personal Data.
- The categories of third parties with whom we have shared your Personal Data.
- The specific pieces of Personal Data that we have collected about you.

If we have disclosed your Personal Data to any third parties for a business purpose over the past 12 months, we will identify the categories of Personal Data shared with each category of third-party recipient. If we have sold your Personal Data over the past 12 months, we will identify the categories of Personal Data sold to each category of third-party recipient.

#### Deletion

You have the right to request that we delete the Personal Data that we have collected about you. Under the CCPA, this right is subject to certain exceptions: for example, we may need to retain your Personal Data to provide you with the Website or complete a transaction or other action you have requested. If your deletion request is subject to one of these exceptions, we may deny your deletion request.

#### Exercising Your Rights

To exercise the rights described above, you or your Authorized Agent (defined below) must send us a request that (1) provides sufficient information to allow us to verify that you are the person about whom we have collected Personal Data, and (2) describes your request in sufficient detail to allow us to understand, evaluate and respond to it. Each request that meets both of these criteria will be considered a “Valid Request.” We may not respond to requests that do not meet these criteria. We will only use Personal Data provided in a Valid Request to verify your identity and complete your request. You do not need an account to submit a Valid Request.





We will work to respond to your Valid Request within 45 days of receipt. We will not charge you a fee for making a Valid Request unless your Valid Request(s) is excessive, repetitive or manifestly unfounded. If we determine that your Valid Request warrants a fee, we will notify you of the fee and explain that decision before completing your request.

You may submit a Valid Request using the following methods:

- Email us at: [privacy@peregrine.io](mailto:privacy@peregrine.io)

You may also authorize an agent (an “**Authorized Agent**”) to exercise your rights on your behalf. To do this, you must provide your Authorized Agent with written permission to exercise your rights on your behalf, and we may request a copy of this written permission from your Authorized Agent when they make a request on your behalf.

#### Personal Data Sales Opt-Out and Opt-In

We will not sell your Personal Data, and have not done so over the last 12 months. To our knowledge, we do not sell the Personal Data of minors under 18 years of age.

#### We Will Not Discriminate Against You for Exercising Your Rights Under the CCPA

We will not discriminate against you for exercising your rights under the CCPA. We will not deny you our goods or Website access, charge you different prices or rates, or provide you a lower quality of goods and Website if you exercise your rights under the CCPA. However, we may offer different tiers of our Website as allowed by applicable data privacy laws (including the CCPA) with varying prices, rates or levels of quality of the goods or Website you receive related to the value of Personal Data that we receive from you.

#### Other State Law Privacy Rights

##### California Resident Rights

Under California Civil Code Sections 1798.83-1798.84, California residents are entitled to contact us to prevent disclosure of Personal Data to third parties for such third parties’ direct marketing purposes; in order to submit such a request, please contact us at [privacy@peregrine.io](mailto:privacy@peregrine.io). However, we do not currently provide your Personal Data to any third parties.

##### Nevada Resident Rights

If you are a resident of Nevada, you have the right to opt-out of the sale of certain Personal Data to third parties who intend to license or sell that Personal Data. You can exercise this right by contacting us at [privacy@peregrine.io](mailto:privacy@peregrine.io) with the subject line “Nevada Do Not Sell Request” and providing us with your name. However, we do not currently provide your Personal Data to any third parties.

#### European Union and United Kingdom Data Subject Rights

##### EU and UK Residents

If you are a resident of the European Union (“**EU**”), United Kingdom (“**UK**”), Lichtenstein, Norway or Iceland please do not attempt to send us Personal Data. We do not currently collect Personal Data of EU or UK residents via the Website, and our products and services advertised on the Website are not available to EU and UK residents at the moment.



**Contact Information:**

If you have any questions or comments about this Privacy Policy, the ways in which we collect and use your Personal Data or your choices and rights regarding such collection and use, please do not hesitate to contact us at:

- [Privacy@peregrine.io](mailto:Privacy@peregrine.io)
- Peregrine Technologies, Inc  
P.O. Box 7775 #69596  
San Francisco, CA 94120-7775



**Report of Action:**  
**FAHR Meeting of October 6, 2025**



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

**Department:** Fire/EMS

**Description:** See Memo. Fire/EMS requests authorization to apply for the FY2025 EMPG Grant through NDDES. The net grant proceeds would be \$54,091, with City of Fargo picking up the matching local share of \$54,091. This grant would fund a portion of the salary and benefits of the Emergency Manager position. The full expense of the Emergency Manager position is included in the 2026 budget. No grant revenue was included in the budget.

**Net Financial Impact:** \$54,091

**Suggested Motion:**

Approve a FY2025 EMPG/FY2024 EMPG – Round 2 application to NDDES in the amount of \$108,182, with local cost share of \$54,091.





**FARGO FIRE DEPARTMENT**  
637 NP Avenue North  
Fargo, ND 58102-4916  
Phone: 701.241.1540 | Fax: 701.241.8125  
[FargoFire.com](http://FargoFire.com)

## MEMORANDUM

**Date:** October 1, 2025

**To:** Finance, Administration, Human Resources (FAHR) Committee

**From:** Brady Scribner, Emergency Manager

**Re:** NDDes FY 2025 EMPG/FY 2024 EMPG Grant – Round 2 Application (CFDA 97.042)

### Situation:

An application for the Fiscal Year (FY) 2025 Emergency Management Performance Grant (EMPG) from the North Dakota Department of Emergency Services (NDDes) was submitted before the September 22, 2025 deadline. This is an expected and regularly awarded grant to partially fund The City of Fargo Emergency Manager position.

### Background:

The Emergency Management Performance Grant assists states, local, tribal, and territorial emergency management agencies to implement the National Preparedness System (NPS) and to support the National Preparedness Goal of a secure and resilient nation. Program objectives include:

1. Building and sustaining preparedness capabilities that are identified as high priority through the Threat and Hazard Identification and Risk Assessment (THIRA) process and other relevant information sources
2. Closing capability gaps
3. Building continuity capabilities to ensure governmental essential functions and services resilience

The EMPG is expected annually and is tracked with a project code. Grant revenue and related payroll expenditures are tracked, routinely programmed into the annual budget, and expenses reimbursed quarterly. This grant requires a 50/50 cost share of local funds, meaning The City of Fargo will receive 50% of the awarded allocation if all grant requirements listed on pages 15 - 23 of the *FY 2025 EMPG Local Guidance* document are met.

On September 29<sup>th</sup>, 2025, a non-standard one-year grant was awarded to NDDes with a start date of October 1<sup>st</sup>, 2025. NDDes has established a FY 2024 EMPG – Round 2 allocation to cover the July – September expenses.

### Assessment:

The EMPG benefits The City of Fargo by reimbursing a portion of the salary and benefits of the Emergency Manager position. The funding for the FY 2025 EMPG grant award is level compared to the FY 2024 allocation.

### Recommended Motion:

Approve an **FY 2025 EMPG/FY 2024 EMPG – Round 2** application to NDDes in the amount of \$108,182 with a local cost share of \$54,091.

**Cc:** Fire Chief Gary Lorenz

**Attachments:** *FY\_2025\_EMPG\_Local\_Guidance*





FISCAL YEAR 2025  
EMERGENCY  
MANAGEMENT  
PERFORMANCE GRANT  
(EMPG) LOCAL  
GUIDANCE

APPLICATION GUIDANCE

For Local Emergency  
Managers

North Dakota Department  
of Emergency Services  
(NDDES)

Division of Homeland Security  
and Emergency Management  
(HSEM)







Preparedness Grants Manual: [FY25 Preparedness Grants Manual](#)  
2022 EMAP Standards: [EMAP EMS 5-2022 Emergency Management Standard.docx](#)

## Program Description

The Fiscal Year (FY) 2025 Emergency Management Performance Grant (EMPG) Program provides funding to states or territorial governments to enhance their emergency management capabilities. The funding allows recipients to address risks and strengthen core emergency management functions.

### Assistance Listings Title and Number

Emergency Management Performance Grant Program (97.042)

### Federal Notice of Funding Opportunity Title

Fiscal Year 2025 Emergency Management Performance Grant (EMPG) Program

### Application Information

Local Emergency Managers must apply for FY 2025 EMPG through NDDes (the SAA).

### Cost Share or Match

A 50% non-federal local cost match is required under this program.

DHS/FEMA administers cost-matching requirements in accordance with 2 C.F.R 200.306. To meet matching requirements, the recipient contributions must be verifiable, reasonable, allowable, allocable, and necessary under the grant program and must comply with all Federal requirements and regulations.

### Eligibility

Sub-applicants should not have foreign nationals or noncitizens included. If a sub-applicant has foreign nationals, they must be properly vetted and must adhere to all government statutes, policies, and procedures including “staff American, stay in America” and security requirements.

See the Preparedness Grants Manual for further information on requirements or restrictions related to subawards/subrecipients.

### Date Application Posted to NDDes website:

September 2, 2025

### Period of Performance Start Date:

July 1, 2025

### Period of Performance End Date:

June 30, 2026



## Application Submission Deadline

**September 22, 2025, Noon CT**

Applicants must submit their application to NDDDES (SAA) by Monday, **September 22, 2025**, no later than noon CT. All applications **must** be received by the established deadline. **Applicants are solely responsible for completing their application prior to the established deadline. Application instructions are in the EMPG folder in the Grants Management System (GMS).**

By submitting an application to NDDDES, the applicant agrees to comply with the requirements of the Department of Homeland Security (DHS) Notice of Funding Opportunity (NOFO) for Fiscal Year (FY) 2025 Emergency Management Performance Grant Program (EMPG) and the terms and conditions of the award.

## Goals, Objectives, and Priorities

Goals: The goal of the FY 2025 EMPG Program is to provide funds to assist state, local, tribal, and territorial emergency management agencies to implement the National Preparedness System (NPS) and to support the Goal of a secure and resilient nation.

Objectives: The EMPG funds will address the increasing range and complexity of disasters, support the wide variety of communities we serve, and complement the nation's growing expectations of the emergency management community by meeting the following objectives:

1. Building or sustaining those preparedness capabilities that are identified as high priority through the Threat and Hazard Identification and Risk Assessment (THIRA)/Stakeholder Preparedness Review (SPR) process and other relevant information sources.
2. Closing capability gaps that are identified in the most recent SPR.
3. Building continuity capabilities to ensure governmental essential functions and services resilience.

Priorities: All EMPG Program sub-recipients are required to develop and submit a Work Plan in the Grants Management System (GMS). Priorities should be primarily driven by the THIRA/SPR process. Other relevant information sources, such as after-action reports (AARs) following exercises or real-world events, audit and monitoring findings, Hazard Mitigation Plans, IPPs and other deliberate planning products may also be used to form priorities.

Federal regulations outlined in 2 C.F.R Part 200 require federal awarding agencies to measure recipient performance to show achievement of program goals and objectives, share lessons learned, improve program outcomes and foster adoption of promising practices (see 2 C.F.R 200.301, Performance Measurement). For FY 2025. There is a continuing emphasis on priority-based investments. Additionally, sub-recipients must set outcome-oriented performance goals for closing capability gaps related to priorities, aligning funding with high-priority strategic preparedness needs. An outcome-oriented approach will allow sub-recipients to define success, benchmark their projects, and measure their progress in building capability. Sub-recipients will be able to use this to generate a feedback cycle. If projects are not achieving desired outcomes, recipients will have a basis for revisiting plans and assessments and adjusting their projects and other investments.



## EMPG NATIONAL PRIORITIES

### **Extreme Weather Resilience**

Extreme weather is one of the greatest challenges facing emergency managers today. To meet this challenge, the emergency management field needs to anticipate the increasing demands generated by more extreme and frequent disasters, from wildfires and coastal storms to inland flooding. Additionally, emergency managers must learn to manage and support weather-related emergencies such as drought and extreme heat. The emergency management community must aim to strengthen capabilities for extreme weather events by better understanding extreme weather risks and identifying mitigation strategies and other preparedness actions necessary to address those risks. This includes expanded training and capacity-building for emergency managers and first responders at the state and local level. Additionally, emergency managers at the federal, state, territorial, tribal, and local levels need to undertake targeted efforts to increase resilience in the most disaster vulnerable communities.

Extreme weather resilience requires a whole-community approach. The whole community is an inclusive approach to emergency preparedness and management through the inclusion of individuals and families, including those with access and functional needs; businesses; faith-based and community organizations; non-profit groups; schools and academia; media outlets; and all levels of government, including state, local, tribal, territorial, and federal partners. Extreme weather events can cause both acute and chronic impacts; communities must be resilient against threats as varied as extreme flooding, drought, hurricanes, and wildfires. Community resilience requires expanding partnerships, especially with community-based organizations that are on the ground before disasters strike and well after. Emergency management partners must support the preparedness needs of disaster vulnerable communities to mitigate the impacts of future disasters.

Many communities are faced with aging infrastructure, which can increase risk from major disasters. To have the greatest impact, FEMA encourages smart investments in system-based, community-wide projects to protect those with the most severe and persistent risk. Communities can better target investments to the most transformational projects when they better understand the unique risks posed by extreme weather events.

The future disaster environment will not resemble that of the past, or even what is experienced today. To build long-term resilience, communities must understand their future risk and have the resources and capacity to reduce that risk. Even within the same geographic area, different communities will face differing levels of risk due to their unique demographic, economic, and physical characteristics. It is important for the emergency management community to develop capacity to access and interpret accurate information about this localized risk, specifically in light of future conditions. This information will help communities better understand their own risks and identify the most appropriate resilience actions.

The more we build our partner's resilience, the more prepared our nation will be, which positively influences the impact and severity of significant events. This approach enables disaster response efforts that are locally led, state managed and federally supported.



### Readiness

As disasters become more frequent, severe, and complex, the demands placed upon the emergency management community have increased dramatically. To adapt to this trend, FEMA and the emergency management community must expand our approach to readiness, preparedness, continuity, and resiliency by increasing the overall emergency management capabilities at the state and local government level, as well as the private sector, the nonprofit sector, and among individuals. The National Capability Targets provide a shared vision of the staff, expertise, tools, and resources required to build a prepared nation. Aligning state and local readiness plans for these targets will ensure agencies can continuously support the needs and priorities identified by whole community partners, in addition to continuity of government across all hazards.

Disaster mitigation, preparedness, response, and recovery are not the responsibility of just one agency. Rather, these functions are a shared responsibility requiring coordination of federal agencies, private and social sectors, state, local, tribal, and territorial governments, and other partners. The ability to support communities begins with how emergency management agencies help them prepare before a disaster occurs. This includes preparing for evolving concurrent, complex disasters, including response to potential national security emergencies. Through better coordination of pre-disaster programs, we can all help communities identify, prioritize, and plan to address their specific community-based threats, identify hazards and risks, and mitigate capability gaps. Together, federal assistance can be targeted to address areas of greatest national risk and increase support to the most at-risk communities thereby improving our Nations' readiness.

### **Additional Guidance on EMPG Priorities**

Recognizing that every state and territory has its own unique preparedness and emergency management needs, the national priorities outlined above should form the identification of state and local priorities. Ideally, the state and local priorities will complement and support the national priorities. **The only mandate stemming from these national priorities is the requirement for all EMPG Program recipients to develop and maintain a Distribution Management Plan as an annex to their existing Emergency Operations Plan (EOP).** See the Logistics Planning Section of the [Preparedness Grants Manual](#) for additional details on this requirement.

The table below provides a high-level breakdown of the national priority areas, the associated core capabilities, as well as examples of project types for each area.



National Priority Area	Associated Core Capabilities	Examples of Allowable Activities
<b>Extreme Weather Resilience</b>	<ul style="list-style-type: none"> <li>Community Resilience</li> <li>Infrastructure Systems</li> <li>Long-Term Vulnerability Reduction</li> <li>Planning</li> <li>Risk and Disaster Resilience Assessment</li> <li>Threats and Hazards Identification</li> </ul>	<ul style="list-style-type: none"> <li>Development of/updates to disaster housing plans to incorporate and address weather-related data/projections/risks (e.g., ensure housing is not placed in potentially weather-related impacted areas and that housing solutions are weather-related resilient)</li> <li>Establishment of weather-related or resiliency positions within emergency management offices to assess weather-related risks, develop mitigation strategies, and support updating of EOPs</li> <li>Development of evacuation plans in accordance with weather-related exacerbated risk (e.g., mass evacuation during catastrophic fast-moving events, like wildfires)</li> <li>Establishment of risk communication plans to inform all residents (including those with access and functional needs) about weather-related risks (e.g., what the communities can do at a local and individual level to prepare) and potential evacuations</li> <li>Development of internal plans (including response and recovery) that incorporate weather-related impact on emergency management resources (e.g., personnel, logistics)</li> <li>Development of weather-related literacy plans to enable communities to understand and prepare for their weather-related risks</li> <li>Conduct exercises that incorporate weather-related considerations into response and recovery efforts to increase weather-related literacy and prepare communities to respond to and recover from extreme weather disasters</li> <li>Incorporation of weather-related considerations into risk assessments (e.g., THIRA) and mitigation plans</li> <li>Creation of updates to hazard fuel reduction and safety zone mapping to manage vegetation within a jurisdiction to minimize potential wildfire ignitions along the wildland interface, e.g., urban and/or rural</li> <li>Purchase/install standby generators to supply backup power for critical Emergency Operation Center electronic systems and equipment</li> </ul>
<b>Readiness: Catastrophic Disaster Housing</b>	<ul style="list-style-type: none"> <li>Housing</li> <li>Planning</li> <li>Situational Assessment</li> <li>Infrastructure Systems</li> </ul>	<ul style="list-style-type: none"> <li>Development of state-led disaster housing task force plan</li> <li>Establishment of State Disaster Recovery Coordinator</li> <li>Completion of State Housing Strategy Template</li> <li>Assessment of accessible housing needs, including the unique risks and needs of disaster vulnerable communities</li> </ul>
<b>Readiness: Disaster Financial Management</b>	<ul style="list-style-type: none"> <li>Planning</li> <li>Risk Management for Protection Programs and Activities</li> <li>Risk and Disaster Resilience Assessment</li> <li>Community Resilience</li> <li>Economic Recovery</li> </ul>	<ul style="list-style-type: none"> <li>Development of a plan for the sequencing of federal, nonprofit, and state disaster programs</li> <li>Development of a Disaster Financial Management Plan</li> </ul>
<b>Readiness: Evacuation Plan/Annex</b>	<ul style="list-style-type: none"> <li>Planning</li> <li>Risk Management for Protection Programs and Activities</li> <li>Risk and Disaster Resilience Assessment</li> <li>Threats and Hazards Identification</li> <li>Operational Coordination</li> <li>Long-Term Vulnerability Reduction</li> <li>Critical Transportation</li> <li>Infrastructure Systems</li> </ul>	<ul style="list-style-type: none"> <li>Assessment of evacuation capabilities and needs, including ensuring accessibility and effective communication for persons with disabilities and others with access and functional needs, and integration of these requirements into evacuation plans</li> <li>Development of/updates to evacuation plans</li> <li>Improvement of evacuation capabilities, such as transportation systems to support contraflow lanes</li> <li>Conduct evacuation training and exercises</li> <li>Development of public awareness campaigns supporting evacuation plans</li> <li>(See <a href="https://www.fema.gov/emergency-managers/national-preparedness-plan/evacuation-shelter-in-place">https://www.fema.gov/emergency-managers/national-preparedness-plan/evacuation-shelter-in-place</a> for additional guidance)</li> </ul>



<b>Readiness:</b> Logistics - Distribution Management Planning	<ul style="list-style-type: none"> <li>Logistics and Supply Change Management</li> <li>Supply Chain Integrity and Security</li> </ul>	<ul style="list-style-type: none"> <li>Development of/updates to a Distribution Management Plan that addresses:               <ul style="list-style-type: none"> <li>State/local staging site plans</li> <li>State/local commodity point of distribution site plans</li> <li>Staging and Point of Distribution staffing strategies/plans</li> <li>Transportation strategies/plans</li> <li>Resource sourcing and accountability strategies/plans</li> <li>Provision of critical emergency supplies for high-risk communities</li> </ul> </li> </ul>
<b>Readiness:</b> Continuity of Government	<ul style="list-style-type: none"> <li>Planning</li> <li>Operational Coordination</li> <li>All other core capabilities</li> </ul>	<ul style="list-style-type: none"> <li>Continuity planning products for the continuance of essential functions and associated leadership</li> <li>Risk-based needs assessments based on the THIRA/SPR to inform risk mitigation efforts for ensuring continuity of essential functions and services</li> <li>Policy and legislation such as through executive orders and statutes setting forth resilience requirements for continuity of essential functions and services</li> <li>Public and private sector outreach and messaging regarding continuity resilience strategies</li> </ul>
<b>Readiness:</b> Resilient Communications	<ul style="list-style-type: none"> <li>Operational Communications</li> <li>Planning</li> <li>Public Information and Warning</li> <li>Operational Coordination</li> <li>Intelligence and Information Sharing</li> <li>Cybersecurity</li> <li>Physical Protective Measures</li> <li>Long-Term Vulnerability Reduction</li> <li>Risk and Disaster Resilience Assessment</li> <li>Threats and Hazard Identification</li> <li>Infrastructure Systems</li> </ul>	<ul style="list-style-type: none"> <li>Development of Statewide Communication Interoperability Plans, Tactical Interoperable Communication Plans, and Standard Operating Procedures that address continuity of recovery of emergency communication systems</li> <li>Conduct risk and vulnerability assessments associated with emergency communications systems, to include cybersecurity risks</li> <li>Adoption of cybersecurity performance goals (<a href="#">Cross-Sector Cybersecurity Performance Goals   CISA</a>)</li> <li>Conduct National Incident Management System (NIMS) compliant training, exercise, and evaluation activities to test emergency communications capabilities, to include testing of resiliency and continuity of communications</li> <li>Physical hardening of infrastructure systems and support emergency communications</li> </ul>

## EMPG ELIGIBILITY CRITERIA

### 1. National Incident Management System (NIMS) Implementation

- Prior to allocation of any federal preparedness awards, recipients must ensure and maintain adoption and implementation of NIMS.
- All recipients and sub-recipients must work toward achieving the Phase 3 National Qualification System (NQS) implementation objectives. *In addition to executing their Implementation Plan, all jurisdictions shall work towards issuing Position Task Books to designated incident workforce personnel and ensure those personnel show progress in working toward task endorsements and minimum training requirements.*
- Please see the Preparedness Grants Manual for more information on NIMS and NQS implementation requirements.

### 2. Public Alert and Warning Preparedness

- When applying for EMPG funding to exercises, grant recipients and sub-recipients shall include exercise objectives centered on practicing and validating their plans and procedures for sending emergency alerts to the public through the FEMA Integrated Public Alert and Warning System (IPAWS).



- **Exercise objectives for public alert and warning should include:**
  - Practice analysis and decision-making in sending an alert to the public.
  - Public alert message writing.
  - Procedures for coordination, review, and approval to send the alert.
  - Practice in sending an alert through IPAWS.
- Moreover, recipients should clearly outline how they will integrate public alert and warning tests into preparedness efforts and broader exercises.
- Additional information on IPAWS, including best practices, is available at Integrated Public Alert & Warning System/FEMA.gov.
- Recipients and sub-recipients should develop After-Action Reports and Improvement Plans following drills and exercises that identify gaps and successes and define changes to continue to improve their capabilities to alert the public during emergent incidents that present a risk to the safety of the people and property in their communities.

## TRAINING AND EXERCISES

### Integrated Preparedness Plan (IPP)

Sub-recipients are expected to engage senior leaders and whole-community stakeholders to identify training and exercise priorities that will guide the development of the local multi-year IPP. These priorities should be informed by jurisdiction-specific threats and hazards (e.g., THIRA); after-action findings from real-world events and exercises (e.g., AARs); external requirements such as state or national preparedness reports, homeland security policies, and industry reports; as well as accreditation standards, regulations, or legislative mandates. Sub-recipients must document these priorities as part of the application work plan development process and use them to create a schedule of preparedness activities and events within the IPP.

Sub-recipients should ensure that their EMPG Program Work Plan (In Grants Management System Application) and IPP are aligned, complementary, and used together to support shared priorities for building and sustaining local preparedness capabilities. Both documents should reflect the same set of priorities so that EMPG investments and projects directly support the planning, training, and exercise activities identified in the IPP. To achieve this, sub-recipients are encouraged to develop the IPP and Work Plan concurrently, creating a coordinated, multi-year approach to closing capability gaps. Priorities for both documents should be based on findings from THIRA and other relevant sources of information.

### Validating Capabilities through Exercises

All sub-recipients are required to develop and maintain a progressive exercise program consistent with HSEEP guidance in support of the National Exercise Program (NEP). The NEP serves as the principal exercise mechanism for examining national preparedness and measuring readiness.

While there are no minimum exercise requirements for FY 2025, NDDes is requiring each county to conduct one exercise in their jurisdiction to test their plans and their responder's plans. It must also have an Alert and Warning Component. The exercise needs to be a tabletop or higher and be progressive. These exercises must be included in the FY 2025 EMPG Program Work Plan submitted for state approval and should also be included in the local IPP.



A real event will need to be approved by the Exercise Officer and Training Officer to ensure it meets the priorities set in the local IPP.

Sub-recipients should submit their AAR/IP to NDDDES no later than 90 days after completion of the exercise. Sub-recipients are reminded of the importance of implementing corrective actions throughout the exercise cycle.

**Training**

Like the exercise guidance above, training activities should align to your current, multi-year IPP developed through an annual IPPW and build from training gaps identified in the THIRA and work plan development process.

Training should foster the development of a community-oriented approach to emergency management that emphasizes engagement at the community level, strengthens best practices, and provides a path toward building sustainable resilience, all of which is included in the curriculum of the EMI Basic Academy.

EMPG Program funds used for training should support the nationwide implementation of NIMS. The NIMS Training Program establishes a national curriculum for NIMS and provides information on NIMS courses. Recipients are encouraged to place emphasis on the core competencies as defined in the NIMS Training Program. NIMS is also included in the curriculum of the EMI Basic Academy.

All EMPG Program-funded personnel are expected to be trained Emergency Managers (see [NQS Implementation](#) section). All EMPG Program-funded personnel must complete *either* the Independent Study courses identified in the Professional Development Series, *or* the National Emergency Management Basic Academy delivered either by EMI or at a sponsored state, local, tribal, territorial, regional, or other designated location.

In addition to training activities aligned to and addressed in the IPP, all EMPG Program-funded personnel (including full- and part-time State, Local, Territory & Tribal (SLTT) recipients and sub-recipients) must complete the following training requirements and record proof of completion:

- 1) NIMS Training, Independent Study (IS)-100 (any version), IS-200 (any version), IS-700 (any version), and IS-800 (any version)<sup>4</sup>, and;
- 2) Professional Development Series (PDS) **or** the Emergency Management Professionals Program (EMPP) Basic Academy listed in the chart below.

<b>PDS</b> <b>Professional Development Series</b>	<b>OR</b>	<b>Basic Academy</b> <b>Basic Academy Pre-requisites and Courses</b>
IS-120.a: An Introduction to Exercises	<b>OR</b>	IS-100 (any version): Introduction to the Incident Command System
IS-230.d: Fundamentals of Emergency Management	<b>OR</b>	IS-700 (any version): National Incident Management System (NIMS) – An Introduction



IS-235.b: Emergency Planning	OR	IS 800 (any version): National Response Framework, An Introduction
IS-240.b: Leadership and Influence	OR	IS-230.d: Fundamentals of Emergency Management
IS-241.b: Decision Making and Problem Solving	OR	E/L101: Foundations of Emergency Management
IS-244.b: Effective Communication	OR	E/L102: Science of Disasters
IS-244.b: Developing and Managing Volunteers	OR	E/L103: Planning Emergency Operations EL04: Exercise Design
	OR	E/L105: Public Information & Warning

## PROGRAM FUNDING GUIDELINES

Federal funds made available through this award may be used only for the purpose set forth in this award and must be consistent with the statutory authority for the award. Award funds may not be used for matching funds for any other Federal award, lobbying, or intervention in Federal regulatory or adjudicatory proceedings. In addition, Federal funds may not be used to sue the federal government or any other government agency.

EMPG sub-recipients may only fund activities and projects that are included on their FY 2025 EMPG Program Work Plan submitted to and approved by NDDes.

## Allowable Costs

### Cost Principles:

All costs charged to this award must be consistent with the Cost Principles for Federal Awards located at 2 C.F.R. Part 200, Subpart E. See [Preparedness Grants Manual](#) for allowable costs.

## EMPG Program Specific Application Instructions

**The application guide to submit to NDDes via the NDDes Grants Management System is in the EMPG folder on the Grants Management System (GMS) login page.**

## Award Administration Information

### Notice of Grant Award

Notification of award approval is made through the NDDes Grants Management System (GMS) to the sub-recipient's authorized official listed in the initial application. The sub-recipient should follow the directions in the notification to confirm acceptance of the award.

Sub-recipients must accept their awards no later than 10 days from the award date. The sub-recipient shall notify NDDes of its intent to accept and proceed with work under the award by signing the Notice of Grant Award and initial the Special Conditions pages and uploading them to the Project page in the GMS.



Funds will remain on hold until the sub-recipient accepts the award, and all other conditions of the award have been satisfied, or the award is otherwise rescinded. Failure to accept the grant award within the 10-day timeframe may result in a loss of funds. Sub-recipients who wish to decline the award must provide a written notice of intent to decline through GMS.

Sub-award of sub-recipients whose project(s) require an EHP and whose EHP is not approved by DHS/FEMA within 30 days of the State receiving the federal award, will include the condition that the project cannot be started, or any funds expended until the EHP is approved. Projects started prior to EHP approval will result in the award being rescinded. NDDes will notify the sub-recipient when the EHP has been approved.

See the [Preparedness Grants Manual](#) for information on federal administrative and national policy requirements, including the DHS Standard Terms and Conditions. Specific information on EMPG is in Chapter 12.

**Before accepting the award, the Emergency Manager should carefully read the award package for instructions on administering the grant award and the terms and conditions associated with responsibilities under Federal Awards. Sub-recipients must accept all conditions in the NOFO as well as any Special Terms and Conditions in the Notice of Award to receive an award under this program.**

### Reporting

Sub-recipients are required to submit financial and programmatic reports as a condition of their award acceptance. Future awards and funds reimbursement may be withheld if these reports are delinquent. **Reporting will be done electronically through the NDDes Grants Management System (GMS) located at <https://grants.des.nd.gov/>.**

In addition, sub-recipients may have additional reporting requirements to the federal awarding agency. See the [Preparedness Grants Manual](#) for information on federal reporting requirements, including financial, programmatic, and closeout reporting and disclosing information per 2 C.F.R. § 180.335.

### Financial Reporting Requirements

Sub-recipients must submit a reimbursement request through the NDDes Grants Management System (GMS) at least every quarter. See the [Reimbursement Processing Checklist](#) for a list of documentation that must be included with the reimbursement request.

### Program Performance Reporting Requirements

Sub-recipients are responsible for providing updated performance reports on a quarterly basis through the NDDes Grants Management System (GMS).



### *Program Performance Reporting Periods Due Dates*

The following reporting periods and due dates apply for the performance progress reports:

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

### *Program Reimbursement Request Due Dates*

The following reporting periods and due dates apply for the reimbursement requests.

Reporting Period	Report Due Date
October 1 - December 31	January 30
January 1 - March 31	April 30
April 1 - June 30	July 31
July 1 - September 30	October 31

### **Closeout Reporting Requirements**

Within 15 days after the end of the Period of Performance, sub-recipients must submit a final reimbursement request and final project status report detailing all accomplishments and a qualitative summary of the impact of those accomplishments throughout the Period of Performance, as well as other documents required by program guidance or terms and conditions of the award. The sub-recipient must liquidate all obligations incurred under the EMPG award by the end of the period of performance. Unliquidated obligations at the end of the period of performance will result in the costs being disallowed.

After these reports have been reviewed and approved by NDDes, a close-out notice will be completed to close out the grant. The notice will indicate the Period of Performance is closed, list any remaining funds that will be de-obligated, address the requirement of maintaining the grant records for three years from the date of the final Federal Financial Report submitted by NDDes to DHS/FEMA, and disposition and reporting requirements for any equipment purchased using EMPG funding.

### **Environmental Planning and Historic Preservation (EHP) Compliance**

As a Federal agency, DHS/FEMA is required to consider the effects of its actions on the environment and/or historic properties to ensure that all activities and programs funded by the agency, including grants-funded projects, comply with federal EHP regulations, laws, and Executive Orders as applicable. Sub-recipients proposing projects that have the potential to impact the environment, including but not limited to construction of communication towers, modification or renovation of existing buildings, structures and facilities, or new construction including replacement of facilities, must participate in the DHS/FEMA EHP review process. The EHP review process involves the submission of a detailed project description ([EHP Screening Form](#)) along with



supporting documentation so that DHS/FEMA may determine whether the proposed project has the potential to impact environmental resources and/or historic properties. In some cases, DHS/FEMA is also required to consult with other regulatory agencies and the public to complete the review process. **An EHP must be completed for all training and exercise** and of course, for equipment. The forms have been updated to make it easier. There is now a separate form for each of the 3 projects (Training, Exercise and Equipment). They are in the EMPG folder under “templates”.

**The EHP review process must be completed before funds are released to carry out the proposed project, otherwise, NDDES will not be able to fund the project due to non-compliance with EHP laws, executive orders, regulations, and policies.**

Additionally, all sub-recipients are required to comply with GPD EHP Policy Guidance. This EHP Policy Guidance can be found in FP 108-023-1 at <https://www.fema.gov/media-library/assets/documents/85376> and GPD EHP Compliance and Reference Documentation.

Costs incurred to comply with FEMA’s EHP requirements are the responsibility of the sub-recipient. This includes costs associated with the preparation, collection, or assembly of the necessary documentation, the submission of the EHP clearance form, and/or the consultation fees for the development of an Environmental Assessment (EA) or an Environmental Impact Statement (EIS).



## NDDes GRANT REQUIREMENTS

This is a four (4) quarter grant to coincide with the EM Duties Checklist.

### NDDes REQUIRED TASKS - Instructions to the EM Duties Checklist

- **WebEOC** - **Will no longer be a requirement of EMPG.** The State Emergency Operations Center (SEOC) and Watch Center continue to request your assistance in keeping the State informed of what is happening in your jurisdiction.
  - WHY - WebEOC provides situational awareness and a common operating picture at all levels of government of ongoing incidents within the state. It provides leadership and key agencies with the necessary information to determine what actions (i.e., pre-positioning or movement of resources, outreach/coordination with other agencies, public messaging, etc.), if any, are needed. WebEOC is a perishable skill if not used on a regular basis and therefore it is imperative that all emergency managers maintain a level of proficiency.
  - Report all incident-related information (i.e., storm reports, declarations, fires damage reports, etc.) and submit requests for State/Federal assistance via WebEOC.
  - Any incident meeting the Incident Reporting Guidance, located in the WebEOC Event/Position Log, needs to be reported via WebEOC.
  - It is your responsibility to log the information into WebEOC.

#### July - September 2025

- **Public Alerts and Warning**
  - This remains a federal requirement.
  - If you are an IPAWS participant, you must complete an IPAWS proficiency test once a quarter to maintain a certificate.
  - If you don't participate in IPAWS, you need to submit logs of other community alerting testing or a public information release once a quarter to Eric Upton.
- **Local Emergency Operations Plan (LEOP)**
  - To be updated every two years.
  - Plans should include:
    - Local & Private Resources
    - Evacuation Plan
    - Shelter and Mass Care Annex
  - If yours was updated last year, note in your Quarterly Progress Report that it is up to date.
  - The most up-to-date document should be in your TEAMS folder. If you can't upload it there, then send it to the Regional Coordinator to upload it.
  - Due September 30, 2025.
- **LEPC Membership List**
  - Update the electronic copy of LEPC Membership list and upload with your Quarterly Progress Report. **You no longer need to put in WebEOC, Jeff has access to the Quarterly Reports in GMS.**
  - Due September 30, 2025.



- **LEPC Meeting Minutes**
  - There needs to be one (1) LEPC Meeting per (POP) Period of Performance (July 1, 2025 - June 30, 2026).
  - After you have an LEPC Meeting, the minutes need to be uploaded with your Quarterly Progress Report. **You no longer need to put in WebEOC, Jeff has access to the Quarterly Reports in GMS.**
- **Quarterly Progress Report** - Due October 15, 2025
- **Quarterly Reimbursement Request** - Due October 31, 2025

#### October - December 2025

- **Public Alerts and Warning**
  - This remains a federal requirement.
  - If you are an IPAWS participant, you must complete an IPAWS proficiency test once a quarter to maintain a certificate.
  - If you don't participate in IPAWS, you need to submit logs of other community alerting testing or a public information release once a quarter to Eric Upton.
- **Local Hazardous Materials Operational Procedures**
  - To be updated every year.
  - If there are no updates, state in the Quarterly Progress Report.
  - Due December 31, 2025.
- **THIRA Review /SPR**
  - Review and update THIRA/SPR when updating your LEOP.
  - State in Quarterly Report if it was completed.
  - Due December 31, 2025.
- **Hazconnect**
  - Everyone needs to log in once a year.
  - Due December 31, 2025.
- **LEPC Meeting Minutes**
  - There needs to be one (1) LEPC Meeting per (POP) Period of Performance (July 1, 2025 - June 30, 2026).
  - After you have an LEPC Meeting, the minutes need to be uploaded with your Quarterly Progress Report. **You no longer need to put in WebEOC, Jeff has access to the Quarterly Reports.**
- **Quarterly Progress Report** - Due January 15, 2026
- **Quarterly Reimbursement Request** - Due January 31, 2026

#### January - March 2026

- **Public Alerts and Warning**
  - This remains a federal requirement.
  - If you are an IPAWS participant, you must complete an IPAWS proficiency test once a quarter to maintain a certificate.
  - If you don't participate in IPAWS, you need to submit logs of other community alerting testing or a public information release once a quarter to Eric Upton.



- **Distribution Management Plan**

- The plan should take an all-hazards approach and focus on how to deliver commodities (meals, water, mass care supplies) to its citizens if needed after a disaster.
- Considerations for inclusion in the plan (could be just a paragraph for each of the items below)
  - Defining Requirements
  - Resource Ordering
  - Distribution Methods
  - Inventory Management
  - Transportation
  - Staging
  - Demobilization
- Consider using the [FEMA Distribution Management Plan Guide 2.0](#). A template is available in Appendix 1 of the guide.
- Eric Upton is your contact for directions and who you will send the plan to.
- Due March 31, 2025

- **LEPC Meeting Minutes**

- There needs to be one (1) LEPC Meeting per (POP) Period of Performance (July 1, 2025 - June 30, 2026).
- After you have an LEPC Meeting, the minutes need to be uploaded with your Quarterly Progress Report. **You no longer need to put in WebEOC, Jeff has access to the Quarterly Reports.**

- **Integrated Preparedness Plan Workshop (IPPW)**

- All Integrated Preparedness Plan Workshops (IPPW) must be completed by March 31, 2026. Documentation of the Workshop is due with your quarterly progress report (by April 15, 2026).
- Live group video calls will be conducted beginning December 2025 to discuss alternate methods of conducting an IPPW in jurisdictions where face-to-face meetings are a challenge.
- Jurisdictions must identify and submit to Scott Helphrey a point of contact (POC) and an alternate POC for their IPP by April 1, 2026, who will:
  - Act on behalf of the jurisdiction as primary contact with all communications regarding the IPP.
  - Participate in DES-led IPP meetings.
  - Have decision-making authority regarding questions, concerns, IPP submission, editing and reviews of the IPP.
- Jurisdictions participating in Regional IPPs must follow the same guidelines selecting individuals to act on behalf of the group with the same authority and responsibilities.
- Should include representatives from the jurisdiction's training and exercise, budget, planning, recovery and mitigation, threat, and risk assessment, and first responder agencies such as fire, law enforcement, emergency medical services, and healthcare. Other recommended participants include elected officials, key business partners, representatives of the public, subject matter experts (SMEs) and



- representatives of special needs and underserved groups.
  - IPPW Completed by **March 31, 2026**.
  - IPPW documentation submitted with Quarterly Progress Report by April 15, 2025.
- **Quarterly Progress Report** - Due April 15, 2026
- **Quarterly Reimbursement Request** - Due April 30, 2026

#### **April - June 2025**

- **Public Alerts and Warning**
  - This remains a federal requirement.
  - If you are an IPAWS participant, you must complete an IPAWS proficiency test once a quarter to maintain a certificate.
  - If you don't participate in IPAWS, you need to submit logs of other community alerting testing or a public information release once a quarter to Eric Upton.
- **LEPC Meeting Minutes**
  - There needs to be one (1) LEPC Meeting per (POP) Period of Performance (July 1, 2025 - June 30, 2026).
  - After you have an LEPC Meeting, the minutes need to be uploaded with your Quarterly Progress Report. **You no longer need to put in WebEOC, Jeff has access to the Quarterly Reports.**
- **Annual Section 324 Notice**
  - The public notice should be posted by **April 30, 2026**. This allows for the reporting season to close and the newest information be made available to the citizens of North Dakota.
  - The EPCRA guidance out of the handbook and a template example that can be used by the LEPC's are in the EMPG folder in the Grants Management System under Resources.
  - The template can be modified to meet your community needs as you see fit.
  - Because there is no longer one standalone means of reaching the mass community, there needs to be numerous means to reach as much of the community as possible (digital, newspaper, social media platforms, etc.).
  - A copy needs to be uploaded with the Quarterly Progress Report. Due July 15, 2026.
- **Integrated Preparedness Plan (IPP)**
  - To be submitted to Scott Helphrey by **June 01, 2026**.
  - Once approved, it needs to be uploaded with FY2025 Application in GMS on the blue screen (Project Page).
- **Training** - Two scenarios
  - Initial Training (Year One) - The Professional Development Series (online) must be completed within one (1) year of starting your position. It is a requirement for Basic Academy.
  - Continuing Education (Year Two and Going Forward) - All EMs will complete a minimum of eight (8) total hours of training per year. Meetings, seminars, conferences, and exercises do not count toward training hours.
  - All training certificates should be loaded into the Training Management System.



- **Exercise**

- At a minimum one (1) exercise will be conducted in your jurisdiction to test your plans and responders as related to your IPP priorities.
- There needs to be an Alert and Warning Component (IPAWS, Code Red, Everbridge, Hyper-Reach, etc.) as part of the exercise. Please contact Larry for more information.
- You have the option of conducting your own exercise within your jurisdiction or having the Regional Coordinator's facilitate a functional exercise that the state will put together based on statewide common core capabilities in all IPPs.
  - The State will write the exercise, and the Regional Coordinator will facilitate the exercise.
  - The County EM is responsible for all logistics and writing the AAR.
- There are two options for exercise and must be designated in your workplan in the 2025 EMPG application.
  - If you designated the Regional Coordinator's to facilitate the exercise and you decide to do it on your own, that is acceptable.
  - If you designated that you would do the exercise yourself and then decide you want the Regional Coordinator's to facilitate, that is not acceptable.
- The substitution of real events needs to be approved by Scott/Larry.
- Completed by **June 30, 2026**.

- **After-Action Report/Improvement Plan (AAR/IP)**

- AAR/IP for the tabletop, functional, or full-scale exercise conducted in your jurisdiction must be completed and sent to Larry by July 31, 2026.
- Because of the late announcement from the Feds, we are extending the time frame to **July 31, 2026**, to get your AAR to Larry.

- **Emergency Manager Position Task Book (PTB)**

- What's changing and why
  - Per the updated Emergency Management Performance Grant (EMPG) guidance, Emergency Managers (EMs) will complete a Position Task Book (PTB) to document performance and qualifications.
  - This mirrors the National Qualification System (NQS) practice already used for Emergency Operations Center (EOC) positions and aligns routine program work with clear, auditable evidence.
- What is the EM PTB?
  - It's a standardized set of skillsets and tasks covering EM program responsibilities - Planning & Policy, Risk & Capability, Training & Exercise, Grants & Compliance, Performance Improvement, Recovery & Mitigation Integration - and the EOC interface.
  - Tasks are demonstrated through real work, exercises, incidents, or training and then initialed & dated by evaluators.
- Progress will be tracked through OneResponder
  - OneResponder is a web-based qualification management platform used to Manage NQS records - including PTB's, evaluator sign-off, and credentialing history.
  - We will be using OneResponder to host the EM PTB so you and your



evaluators can track and verify when specific skillsets and tasks have been completed, attach evidence where needed, and view status overtime.

➤ *Account creation and access instructions will be distributed in a separate message from Scott Helphrey.*

- Mapping to what you already report (where feasible)
  - We are aligning as many EM PTB tasks as feasible to existing EMPG reporting - e.g., items on the EM Duties Checklist.
  - Not every PTB task will map directly to grant reporting; where it does not, we will specify alternate forms of acceptable evidence.
- Timelines & Expectations
  - Performance Period: North Dakota state fiscal year (July 1 - June 30). This is also the EMPG performance period.
  - Completion Window: 3 years from PTB initiation. Target approximately one-third completion each fiscal year.
  - Backdated Start: This mandate is backdated to the beginning of the current reporting period (July 1). We will prioritize low-effort items to build early momentum.
  - Administrative practices mirror existing NQS EOC PTBs (use of OneResponder, evaluator practices).
- Evidence & Verification
  - Because EM work spans multiple domains, different evaluators may verify tasks.
  - Expect verification from NDDES for EMPG specific items (e.g., those found in the EM Duties Checklist, IPP training/exercise items, and required AARs).
  - Expect verification from Regional Coordinators concerning LEPC, Hazard Mitigation meetings, etc., and during real-world events.
  - Where appropriate, local officials (e.g., commissioners) may need to verify.
  - The detailed workflow will be refined for the final issuance.
- Consistency & Special Cases
  - Every EM will use the same EM PTB statewide.
  - EMs covering multiple jurisdictions complete a single EM PTB (not one per jurisdiction).
  - Prior experience (within the past 3 years) may be credited using the same process used for EOC personnel; details will be included with the PTB release.
  - If a task appears in more than one skillset, verification under any one skillset satisfies it across all duplicates.
- Where to Start
  - The EM PTB will be published by close of business Monday, September 8, 2025.
  - Review the EM PTB skillsets; mark near-term items you have already completed as part of the grant reporting (use EM Duties Checklist to find easy wins).
  - Coordinate with your Regional Coordinator on evaluation opportunities (exercise, meeting, incident) and how to capture evidence/initials.



- A sample skillset and its tasks
  - EM Skillset:
    - ❖ Performance Improvement (PI): Drive continuous improvement; ensure lessons become policy/process updates.
  - Tasks:
    - ❖ Facilitate AARs and contribute to jurisdiction-wide IP.
    - ❖ Convert findings into actionable Corrective Action Plan (CAP) items; assign owners; monitor closure.
    - ❖ Update SOPs/policies/templates based on lessons learned.
    - ❖ Report improvement trends and readiness metrics to leadership.
- Please contact Scott Helphrey with questions.
- **Quarterly Progress Report** - Due July 15, 2026
- **Quarterly Reimbursement Request** - Due July 31, 2026



### 2025 EMPG Task List

OPERATIONS	July-Sept, 2025	Oct-Dec 2025	Jan-March 2026	April-June 2026	Send to:
<b>Public Alert &amp; Warning:</b> *Must complete an IPAWS proficiency test once a quarter to maintain a certificate. *Those without IPAWS need to submit logs of other community alerting testing or a public information release once per quarter.	Quarterly	Quarterly	Quarterly	Quarterly	Eric Upton
<b>PLANNING</b>					
<b>Local Emergency Operations Plan:</b> *To be updated every two years. *Plans should include Local & Private Resources, Evacuation, Shelter Mass Care Annex with capabilities. *Make sure the most current LEOP is in your Teams Folder. * If there are no updates, state so in Quarterly Report.	9/30/2025				Regional Coordinator (RC)
<b>Local Hazardous Materials Operational Procedures</b> * To be updated yearly.		12/31/2025			WebEOC (Local File Library)
<b>THIRA</b> *Review Steps 1-3 & SPR 1 & 2 when updating your LEOP. *State in Quarterly Progress Report if updated.		12/31/2025			Teams Folder or RC
<b>Distribution Management Plan</b> *Please see the Local Guidance for directions (Page 17). *Contact Eric Upton for help.			3/31/2026		Eric Upton
<b>HAZMAT/LEPC</b>					
<b>Publish Annual Section 324 Notice.</b> Upload a copy with Quarterly Report in GMS.				4/30/2026	GMS
<b>Hazconnect Login</b> - Need to log in once a year.		12/31/2025			Jeff Thompson
Submit Electronic Copies of <b>LEPC Membership List</b> . Upload in GMS with Quarterly Report.	9/30/2025				GMS
<b>LEPC Meeting Minutes</b> (Need Minutes, not agenda)- Upload in GMS with Quarterly Report.	Ongoing	Ongoing	Ongoing	Ongoing	GMS
<b>TRAINING</b>					
<b>Integrated Preparedness Plan Workshop (IPPW)</b>			3/31/2026		Scott
<b>Integrated Preparedness Plan (IPP)</b>				6/1/2026	Scott
<b>Initial (New EM) Training (Year One)</b> - The Professional Development Series (online) must be completed within one (1) year of your start date.	1 Year Anniversary	1 Year Anniversary	1 Year Anniversary	1 year Anniversary	Scott
<b>Continuing Education</b> (Year Two & Later) - All EMs will complete a minimum of eight (8) total hours of training per year. Meetings, seminars, conferences, and exercises <b>do not</b> count toward training hours.				6/30/2026	Scott
<b>Position Task Book (PTB)</b> *Based on the National Qualification System (NQS) Guidance. *Please see the Local Guidance for more information (Pages 19-20). *One-Third of skills completed by June 30, 2026.				6/30/2026	Scott



EXERCISE					
<b>*At a minimum one (1) Exercise</b> will be conducted in your jurisdiction to test your plans and responders as related to your IPP priorities. <b>*Need to include an Alert &amp; Warning Component (Page 9 in Local Guidance).</b> *Can choose to do your own or have the Regional Coordinator's facilitate an exercise for you. * Real events need to be approved by Scott/Larry.					
				6/30/2026	Larry
<b>AAR/IPs</b> for Exercise will be submitted to Scott/Larry No Later Than 90 days after the exercise is completed. *Ensure contractors understand the timelines.					
				7/31/2026	Scott/Larry
REPORTING					
<b>Quarterly Reports</b>	10/15/2025	1/15/2026	4/15/2026	7/15/2026	*GMS
<b>Reimbursement Requests</b> must be done at least quarterly.	10/31/2025	1/31/2026	4/30/2026	7/31/2026	*GMS
*GMS (Grants Management System)					

### NDDDES Awarding Agency Contact Information

NDDDES staff will provide programmatic support and technical assistance. A list of contacts is provided below:

- ✦ Programmatic or Administrative Questions (grant guidance, reimbursement requests, change requests, etc.)
  - Annette Sabot [asabot@nd.gov](mailto:asabot@nd.gov)
  - Debbie LaCombe [dlacombe@nd.gov](mailto:dlacombe@nd.gov)
  - Karen Hilfer [khilfer@nd.gov](mailto:khilfer@nd.gov)
    - EHP Review Process (EHP guidance, screening form, etc.)



**Report of Action:**  
**FAHR Meeting of October 6, 2025**



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

**Department:** Administration

**Description:** See Memo. Administration requests approval of the attached MOU with the Fargo Park District, DCP, and Block 9 for operation of Broadway Square. Partial funding was included in the 2025 budget and the balance will be covered with unspent budgeted funds.

**Net Financial Impact:** \$0

**Suggested Motion:**

Approve the Memorandum of Understanding with the Park District, Downtown Community Partnership, and Block 9 Plaza Owners, LLC.





Administration  
Brenda Derrig, PE  
225 4<sup>th</sup> Street North  
Fargo, ND 58102  
Phone: 701.241.1549  
Email: [bderrig@FargoND.gov](mailto:bderrig@FargoND.gov)  
[www.FargoND.gov](http://www.FargoND.gov)

October 3, 2025

TO: Board of City Commissioners

FROM: Brenda Derrig, Assistant City Administrator

RE: Memorandum of Understanding

Attached you will find a Memorandum of Understanding with the Park District, Downtown Community partnership, and Block 9 Plaza Owner for the operation of the Broadway Square. This MOU is in association with the 2025 approved budget.

**Recommended Motion:**

Approve the Memorandum of Understanding with the Park District, Downtown Community Partnership, and Block 9 Plaza Owner, LLC.



## MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING (the "MOU") is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2025 (the "Effective Date"), by and between the City of Fargo, North Dakota, a municipal corporation (hereinafter referred to as "Fargo"), the Park District of the City of Fargo, a municipal subdivision and a park district under Chapter 40-49 NDCC ("Park District"), The Downtown Community Partnership, a North Dakota non-profit corporation ("DCP"), and Block 9 Plaza Owner, LLC, a North Dakota limited liability company ("Owner").

WHEREAS, the Owner is the owner of property identified on the attached Exhibit "A" including the real estate and any personal property, buildings, or improvements and fixtures located thereon (collectively the "Square"). The owner funded 100% of original Plaza infrastructure for community use and to supports the shared community goal of creating vibrancy in downtown Fargo.

WHEREAS, the Owner leases the Square to Lessee pursuant to a Lease Agreement dated August 31, 2018;

WHEREAS, Lessee has entered into a Block 9 Plaza Management Agreement dated \_\_\_\_\_, 2025, with the Park District and DCP for the management and operation of the Square;

WHEREAS, the Square is located in downtown Fargo;

WHEREAS, Fargo has adopted a Downtown InFocus Master Action Plan which includes, in part, a desire for certain event programming for public purposes in downtown Fargo including at the Square;

WHEREAS, the Owner, Park District, and the City all have an interest in the event programming at the Square for the residents of Fargo and are therefore willing to provide financial support for programming at the Square; and

WHEREAS, the parties desire to memorialize the terms, rights, and responsibilities in writing under this MOU.

NOW, THEREFORE, in consideration of the promises and other good and valuable consideration, the parties agree as follows:

1. **Financial Support.** Fargo, the Park District, and Owner each agree to provide sixty thousand dollars (\$60,000) to assist with the operations & programming of the Square for the calendar year 2025. The \$60,000 provided by the Owner is designated exclusively for capital expenditures for Broadway Square. The \$60,000 from the Fargo Park District and \$60,000 from the City of Fargo are designated for programming and operational support of the DCP as the primary manager of summer programming. Under no circumstances will Fargo, the Park District, or the Owner be responsible for each other's obligations under this MOU. Fargo, the Park District, and the Owner shall not be responsible to provide more than sixty thousand dollars (\$60,000) respectively to DCP for these purposes unless agreed upon in writing by the party to provide the monies.
2. **Civic Events.** The Parties agree that Fargo may utilize the Square for up to four civic events during the Term of this MOU. Fargo will not be charged any monies for utilizing the Square for civic



events, but may be charged if additional services are requested that require outside rental of equipment or specialized services beyond the capabilities of the Square. The Parties agree to work together in good-faith to schedule said civic events.

3. **Ice Rink.** In addition to the terms provided in the June 2025 Block 9 Plaza Management Agreement, the Owner shall have rights to the Ice Rink at the Square during the winter season for the cost of \$4,600 for its pond hockey league.
4. **Term.** This MOU shall commence on January 1, 2025, and shall terminate on December 31, 2025. Fargo, the Park District, and Owner make no promises or representations of any financial contributions except as listed in Paragraph 1 and make no promises or representations regarding financial contributions for the year 2026 and onward.
5. **Entire Agreement.** This MOU constitutes the entire and complete agreement between the parties and supersedes any prior oral or written agreements between the parties with respect to the matters contained herein. 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 MOU and no waiver of any of its terms and conditions will be effective unless in writing and duly executed by the parties.
6. **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.
7. **No Forbearance.** The failure or delay of any party to insist on the performance of any of the terms of this MOU, or the waiver of any breach of any of the terms of this MOU, 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 or waiver had occurred and will not affect the validity of this MOU, or the right to enforce each and every term of this MOU.
8. **Governing Law.** This MOU 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 MOU will be venued in State District Court in Cass County, North Dakota, and the parties waive any objection to venue or personal jurisdiction.
9. **Rules of Construction.** The parties acknowledge that they have had the opportunity to review this MOU, 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 to this MOU.
10. **Representation.** The parties, having been represented by counsel or having waived the right to counsel, have carefully read and understand the contents of this MOU, and agree they have not been influenced by any representations or statements made by any other parties.
11. **Headings.** Headings in this MOU are for convenience only and will not be used to interpret or construe its provisions.
12. **Severability.** In the event that any term, part, or provision of this MOU is held to be invalid or unenforceable, all other terms, parts, and provisions will nevertheless continue to be valid and



enforceable with the invalid or unenforceable term, part, or provision severed from the remainder of this MOU.

13. Execution in Counterparts: Electronic Signatures. This MOU may be executed in two or more counterparts, each of which together shall be deemed an original, but all of which together shall constitute one and the same instrument. In the event that any signature is delivered by facsimile transmission or by e-mail delivery of a ".pdf" format data file, such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or ".pdf" signature page was an original thereof.
14. Effective Date. This MOU becomes effective on the date of the last signature appearing below.

*(Signatures appear on the following pages.)*

IN WITNESS WHEREOF, the parties approved this MOU on the date first written above.



CITY OF FARGO:

---

Timothy Mahoney, M.D., Mayor

ATTEST:

---

Steven Sprague, City Auditor



THE PARK DISTRICT OF THE  
CITY OF FARGO

By:

\_\_\_\_\_  
Aaron Hill

Its: President of the Board of  
Park Commissioners

By:

\_\_\_\_\_  
Jeff Gunkelman

Its: Clerk



THE DOWNTOWN COMMUNITY  
PARTNERSHIP

By: \_\_\_\_\_  
Rocky Schneider  
Its: Executive Director



BLOCK 9 PLAZA, a North  
Dakota nonprofit corporation

By:

Mike Allmendinger  
Its: President



BLOCK 9 PLAZA  
OWNERS, LLC

By: \_\_\_\_\_  
F. Scott Neal  
Its: President

By: \_\_\_\_\_  
Mike Allmendinger  
Its: Secretary



**Report of Action:**  
**FAHR Meeting of October 6, 2025**

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

**Department:** Public Works  
**Description:** See memo. Public Works requests to accept the settlement offer from the at-fault third party for damages to a city vehicle. Public Works believe the offer reflects the fair market value.

**Net Financial Impact:** NA

**Suggested Motion:**

Approve the settlement offer of \$18,819.95 from GEICO Insurance for the loss of the totaled city-owned 2020 Ford Fusion and authorize staff to execute all necessary documentation to finalize the claim.





FLEET MANAGEMENT, FORESTRY  
STREETS & SEWERS  
WATERMAINS & HYDRANTS  
402 23rd Street North  
Fargo, ND 58102  
Phone: 701.241.1453 | Fax: 701.241.8100  
[FargoND.gov](http://FargoND.gov)

October 6, 2025

TO: Board of City Commissioners

FROM: Ben Dow

RE: Request Authorization to Accept GEICO Insurance Settlement Offer for  
2020 Ford Fusion

I respectfully request your authorization to accept a settlement offer from GEICO Insurance in the amount of \$18,819.95 related to a recent motor vehicle accident involving a city-owned 2020 Ford Fusion.

The incident occurred on September 18, 2025, during which the city vehicle was involved in a collision through no fault of our employee, as determined by the investigating authorities. GEICO, representing the at-fault party, has extended a settlement offer of \$18,819.95, which reflects the fair market value of the vehicle as determined by their appraisal process.

Upon approval, this settlement will be used to recover the loss of the totaled city vehicle. We believe this offer to be fair and in line with the value of the vehicle at the time of the incident.

**Recommended Motion:**

Approve the settlement offer of \$18,819.95 from GEICO Insurance for the loss of the totaled city-owned 2020 Ford Fusion and authorize staff to execute all necessary documentation to finalize the claim.





(25)

**M E M O R A N D U M**

**TO: BOARD OF CITY COMMISSIONERS**

**FROM: JENN FAUL** *[Signature]*  
**DIRECTOR OF PUBLIC HEALTH**

**DATE: OCTOBER 9, 2025**

**RE: GRANT AGREEMENT WITH NORTH DAKOTA DEPARTMENT  
OF HEALTH AND HUMAN SERVICES, PUBLIC HEALTH  
EMERGENCY PREPAREDNESS TO AMEND PREVIOUS  
AWARD TO FULL FUNDING.  
NO: G25.014A  
FUNDS: \$5,170  
EXPIRES: 06/30/2026**

The attached Grant Agreement is for an additional \$5,170 for PHEP EPR All Hazards Allocation through Public Health Emergency Preparedness. Full funding has now been restored to original contract. No budget adjustment needed.

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

**Suggested Motion:**

Move to approve this Notice of Grant Award amendment from NDHHS Public Health Emergency Preparedness.

JF/mp  
Attachment



**NOTICE OF GRANT AWARD**

**NORTH DAKOTA DEPARTMENT OF HEALTH AND HUMAN SERVICES**  
SFN 53771 (05-2025)

Grant Number G25.014A	CFDA Name Public Health Emergency Preparedness		CFDA Number 93.069
FAIN Number NU90TU000004	Grant Type (Check One) <input checked="" type="checkbox"/> Program <input type="checkbox"/> R&D	Grant Start Date 7/1/2025	Grant End Date 6/30/2026
Federal Award Date 6/25/2025	Federal Awarding Agency Department of Health and Human Services		
This award is not effective, and expenditures related to this award should not be incurred until all parties have signed this document.			
Title of Project/Program PHEP – EPR All Hazards Allocation		North Dakota Department of Health and Human Services (NDDHHS) Project Code 6611S327-OC-00-31	
Grantee Name Fargo Cass Public Health		Project Director Tim Wiedrich	
Address 1240 25 <sup>th</sup> Street South		Address 1720 Burlington Drive, Suite A	
City/State/ZIP Code Fargo, ND 58103-2367		City/State/ZIP Code Bismarck, ND 58504	
Contact Name Jenn Faul		Contact Name Juli Sickler	
Telephone Number 701-241-1360		Telephone Number 701-328-2293	
Email Address Jfaul@FargoND.gov		Email Address Jsickler@nd.gov	
	NDDHHS Cost Share	Grantee Cost Share	Total Costs
Amount Awarded	\$5,170	\$0	\$5,170
Previous Funds Awarded	\$12,062	\$0	\$12,062
Total Funds Awarded	\$17,232	\$0	\$17,232
Indirect Rate (Check One)	<input checked="" type="checkbox"/> Subrecipient waived indirect costs	<input type="checkbox"/> De minimis rate of % (limited to 15%)	<input type="checkbox"/> Negotiated/Approved rate of %
Scope of Service This amendment increases the awarded amount \$5,170. All other elements of the original agreement remain the same.			
Reporting Requirements All other reporting requirements of the original agreement remain the same.			
Special Conditions All special Conditions of the original agreement remain the same.			
This Notice of Grant Award is subject to the terms and conditions incorporated either directly or by reference in the following: (1) Requirements Addendum and Grantee Assurances for Notice of Grant Awards issued by the NDDHHS as signed by Grantee for the period of July 1, 2025 to June 30, 2027 [Finance Use Only: <input type="checkbox"/> Requirements Received; <input type="checkbox"/> Questionnaire received] and (2) applicable State and Federal regulations.			
Evidence of Grantee's Acceptance		Evidence of NDDHHS Acceptance	
Date 10/9/2025	Signature 	Date	Signature
Typed Name/Title of Authorized Representative Jenn Faul, Director of Public Health		Typed Name/Title of Authorized Representative Tim Wiedrich, Director Health Response and Licensure	
Date	Signature	Date	Signature
Typed Name/Title of Authorized Representative Timothy J. Mahoney, Mayor, City of Fargo		Typed Name/Title of Authorized Representative Dirk D. Wilke, J.D., M.B.A., Executive Director of Public Health	
ATTEST: If attachments are referenced, they must be returned with the signed award. If you did not receive attachments as indicated, contact the Program Director identified above.			





(26)

**MEMORANDUM**

**TO: BOARD OF CITY COMMISSIONERS**

**FROM: JENN FAUL** *[Signature]*  
**DIRECTOR OF PUBLIC HEALTH**

**DATE: OCTOBER 9, 2025**

**RE: GRANT AGREEMENT WITH NORTH DAKOTA DEPARTMENT  
OF HEALTH AND HUMAN SERVICES, PUBLIC HEALTH  
EMERGENCY PREPAREDNESS TO AMEND PREVIOUS  
AWARD TO FULL FUNDING.  
NO: G25.003A  
FUNDS: \$66,031  
EXPIRES: 06/30/2026**

The attached Grant Agreement is for an additional \$66,031 for PHEP EPR Statewide Response Team through Public Health Emergency Preparedness. Full funding has now been restored to original contract. No budget adjustment needed.

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

**Suggested Motion:**

Move to approve this Notice of Grant Award amendment from NDHHS Public Health Emergency Preparedness.

JF/mp  
Attachment



**NOTICE OF GRANT AWARD**

NORTH DAKOTA DEPARTMENT OF HEALTH AND HUMAN SERVICES

SFN 53771 (05-2025)

Grant Number G25.003A	CFDA Name Public Health Emergency Preparedness		CFDA Number 93.069
FAIN Number NU90TU000004	Grant Type (Check One) <input checked="" type="checkbox"/> Program <input type="checkbox"/> R&D	Grant Start Date 7/1/2025	Grant End Date 6/30/2026
Federal Award Date 6/25/2025	Federal Awarding Agency Department of Health and Human Services		
This award is not effective, and expenditures related to this award should not be incurred until all parties have signed this document.			
Title of Project/Program PHEP – EPR Statewide Response Team		North Dakota Department of Health and Human Services (NDDHHS) Project Code 6611S327-OC-00-31	
Grantee Name Fargo Cass Public Health		Project Director Tim Wiedrich	
Address 1240 – 25 <sup>th</sup> Street South		Address 1720 Burlington Drive, Suite A	
City/State/ZIP Code Fargo, ND 58103-2367		City/State/ZIP Code Bismarck, ND 58504	
Contact Name Jenn Faul		Contact Name Juli Sickler	
Telephone Number 701-241-1360		Telephone Number 701-328-2293	
Email Address Jfaul@FargoND.gov		Email Address jsickler@nd.gov	
	NDDHHS Cost Share	Grantee Cost Share	Total Costs
Amount Awarded	\$66,031	\$0	\$66,031
Previous Funds Awarded	\$154,074	\$0	\$154,074
Total Funds Awarded	\$220,105	\$0	\$220,105
Indirect Rate (Check One)	<input checked="" type="checkbox"/> Subrecipient waived indirect costs	<input type="checkbox"/> De minimis rate of % (limited to 15%)	<input type="checkbox"/> Negotiated/Approved rate of %
<b>Scope of Service</b> This amendment increases the awarded amount \$66,031 to continue the ongoing operations of the original scope of service. All other elements of the original agreement remain the same.			
<b>Reporting Requirements</b> All other reporting requirements of the original agreement remain the same.			
<b>Special Conditions</b> All special Conditions of the original agreement remain the same.			
This Notice of Grant Award is subject to the terms and conditions incorporated either directly or by reference in the following: (1) Requirements Addendum and Grantee Assurances for Notice of Grant Awards issued by the NDDHHS as signed by Grantee for the period of July 1, 2025 to June 30, 2027 [Finance Use Only: <input type="checkbox"/> Requirements Received; <input type="checkbox"/> Questionnaire received] and (2) applicable State and Federal regulations.			
Evidence of Grantee's Acceptance		Evidence of NDDHHS Acceptance	
Date 10/9/2025	Signature 	Date	Signature
Typed Name/Title of Authorized Representative Jenn Faul, Director of Public Health		Typed Name/Title of Authorized Representative Tim Wiedrich, Director Health Response and Licensure	
Date	Signature	Date	Signature
Typed Name/Title of Authorized Representative Timothy J. Mahoney, Mayor, City of Fargo		Typed Name/Title of Authorized Representative Dirk D. Wilke, J.D., M.B.A., Executive Director of Public Health	
<b>ATTEST:</b> If attachments are referenced, they must be returned with the signed award. If you did not receive attachments as indicated, contact the Program Director identified above.			



(27)

<b>City of Fargo Staff Report</b>			
<b>Title:</b>	<b>Valley View Twelfth Addition</b>	<b>Date:</b>	10/09/2025 07/28/2025
<b>Location:</b>	3900 54 St South	<b>Staff Contact:</b>	Chelsea Levorsen, Planner
<b>Legal Description:</b>	Lot 1, Block 1, Valley View Ninth Addition		
<b>Owner(s)/Applicant:</b>	Brian Kounovsky	<b>Engineer:</b>	Lowry Engineering
<b>Entitlements Requested:</b>	Minor Subdivision (a replat of Lot 1, Block 1, Valley View Ninth Addition, to the City of Fargo, Cass County, North Dakota.)		
<b>Status:</b>	City Commission Consent Agenda: October 13, 2025		

<b>Existing</b>	<b>Proposed</b>
<b>Land Use:</b> Vacant, Commercial	<b>Land Use:</b> No Change
<b>Zoning:</b> LC, Limited Commercial with C-O, Conditional Overlay	<b>Zoning:</b> No Change
<b>Uses Allowed:</b> Allows colleges, community service, daycare centers of unlimited size, health care facilities, parks and open space, religious institutions, safety services, basic utilities, offices, <del>off premise advertising signs</del> , commercial parking, retail sales and service, self-service storage, <del>vehicle repair</del> , limited vehicle service, and certain telecommunications facilities.  <b>C-O, Conditional Overlay No. 5368</b> prohibits certain uses as indicated above and provides design and pedestrian connectivity standards.	<b>Uses Allowed:</b> No Change
<b>Maximum Lot Coverage Allowed:</b> 55%	<b>Maximum Lot Coverage Allowed:</b> No Change

<b>Proposal:</b>
<p>The applicant has requested one entitlement:</p> <ol style="list-style-type: none"> <li>1. A minor subdivision, to be known as Valley View Twelfth Addition, a replat of Lot 1, Block 1, Valley View Ninth Addition.</li> </ol> <p><b>Surrounding Land Uses and Zoning Districts:</b></p> <ul style="list-style-type: none"> <li>• North: Independence Elementary School with zoning of P/I, Public and Institutional</li> <li>• East: Recently platted, Valley View 11<sup>th</sup> Addition, zoned LC, Limited Commercial, with C-O. Two sites currently under construction; Office Condos and a Daycare. Land with zoning of MR-3, Multi-Dwelling Residential</li> <li>• South: Single-family housing units with zoning of SR-2, Single-Dwelling Residential</li> <li>• West: Apartment Complex with zoning of MR-3, Multiple Dwelling Residential</li> </ul> <p><b>Area Plans:</b></p> <p>The 2024 Fargo Growth plan designates this property within the Suburban Neighborhood place type. Primary uses include small to medium residential lots, townhomes, places of worship, daycare centers, and schools. This project is consistent with the Place Type designation for this property.</p>



<p><b>Context:</b></p> <p><b>Neighborhood:</b> Brandt Crossing</p> <p><b>Schools:</b> The subject property is located within the West Fargo School District and is served by Independence Elementary, Liberty Middle and Sheyenne High schools.</p> <p><b>Parks:</b>  Valley View Park (5200 36 Avenue South) is located approximately two blocks from the subject property. Amenities include a playground, pickleball courts, recreational trails, picnic tables, and a shelter.   Brandt Crossing Park (5009 33 Avenue South) is located just under a mile from the subject property. Amenities include a basketball court, dog park, playground, recreational trails, and shelter amenities.</p> <p><b>Pedestrian / Bicycle:</b> Shared use paths run adjacent to the property along 54<sup>th</sup> Street and 40<sup>th</sup> Avenue. These paths are a component of the metro area trail system.</p> <p><b>MATBUS Routes:</b> The subject property is located along MATBUS Route 18. Route 18 connects south Fargo to the GTC, Ground Transportation Center, Downtown. There are three stops located within a quarter-mile of the subject property.</p>
<p><b>Staff Analysis:</b></p> <p>This project was reviewed by the City's Planning and Development, Engineering, Public Works, and Fire Departments ("staff"), whose comments are included in this report.</p> <p><b>Minor Subdivision:</b>  The plat will plat one existing parcel into three single lots. The plat encompasses approximately 3.48 acres. Several easements exist within the boundary of the plat, including underground utility, access and storm water, and a City of Fargo Water Pipeline easement, all of which are depicted on the Plat.   City staff have concerns about the existing water pipeline easement that runs through Lots 1 and 3. The pipeline is a raw water line, continuously running at a rate of 80 psi. According to the Engineering Department, the pipeline is starting to have some failures and repairs will likely be required in the future.</p> <p>Because of the unique circumstances noted above, the following documents will be required:</p> <ol style="list-style-type: none"> <li>1. Developer Agreement – The Developer Agreement will require the property owner to enter into a Consent to Construct Agreement with the City prior to any site improvements within the City's existing watermain easement. It will also state that Lots 1, 2, and 3 will lose access through the private shared access easement whenever the City needs to complete work on the watermain. <ul style="list-style-type: none"> <li>• The owner is in the process of developing a private shared access agreement with the adjacent East property owner in the event that the primary entrance to the site is closed for watermain repair.</li> </ul> </li> <li>2. Consent to Construct Agreement – The Consent to Construct Agreement will only allow surface improvements within the easement area. It will also specify that any impacts to private improvements within the easement area, as a result of the City completing work to its watermain, will solely be the property owners' responsibility. This includes removals and replacement of these improvements.</li> <li>3. Amenities Plan – An updated amenities plan has been created by engineering staff and signed by the property owner.</li> </ol>



**C-O, Conditional Overlay & CUP, Conditional Use Permit:**

Conditional overlay no. 5368 prohibits certain uses and provides design and pedestrian connectivity standards. The ordinance, approved by City Commission on 08-08-2022, repealed the existing CUP, conditional use permit allowing daycare facilities on the previously zoned MR-3, Multi-family Residential.

**Access & Amenities:**

Access to the site will align with an existing driveway on 54<sup>th</sup> Street South. There will be an access easement, shared by all three lots. There is an existing negative access easement along 40<sup>th</sup> Avenue and a negative access easement has been added along 54<sup>th</sup> Street South. These easements will prohibit vehicle access.

The LDC stipulates that the following criteria is met before a minor plat can be approved:

1. **Section 20-0907.B.3 of the LDC stipulates that the Planning Commission recommend approval or denial of the application, based on whether it complies with the adopted Area Plan, the standards of Article 20-06 and all other applicable requirements of the Land Development Code. Section 20-0907.B.4 of the LDC further stipulates that a Minor Subdivision Plat shall not be approved unless it is located in a zoning district that allows the proposed development and complies with the adopted Area Plan, the standards of Article 20-06 and all other applicable requirements of the Land Development Code.**

The current zoning for the area is LC, Limited Commercial with CO, conditional overlay. No zone change is proposed. The current zoning and proposed land use are consistent with the Suburban Neighborhood place type, designated in the 2024 Fargo Growth Plan. In accordance with Section 20-0901.F of the LDC, notices of the proposed plat have been sent out to property owners within 300 feet of the subject property. To date, Planning staff have received two inquiries, both from the same person. They have voiced no opposition to the subdivision, but have voiced concerns about increased traffic near the school. The project has been reviewed by the city's Planning, Engineering, Public Works, Inspections, and Fire Departments. **(Criteria Satisfied)**

2. **Section 20-907.C.4.f of the LDC stipulates that in taking action on a Final Plat, the Board of City Commissioners shall specify the terms for securing installation of public improvements to serve the subdivision.**

While this section of the LDC specifically addresses only major subdivision plats, staff believes it is important to note that any public improvements associated with the project (whether rehabilitation of existing infrastructure or new proposed improvements) will be funded in accordance with the City's Infrastructure Funding Policy, which may include the use of special assessments. **(Criteria Satisfied)**

**Staff Recommendation:**

Suggested Motion: "To accept the findings and recommendations of the Planning Commission and staff and move to approve the proposed subdivision plat, **Valley View Twelfth Addition**, as outlined within the staff report, as the proposal complies with the Fargo Growth Plan 2024, the standards of Article 20-06, Section 20-0907.B and C of the LDC, and all other applicable requirements of the Land Development Code".



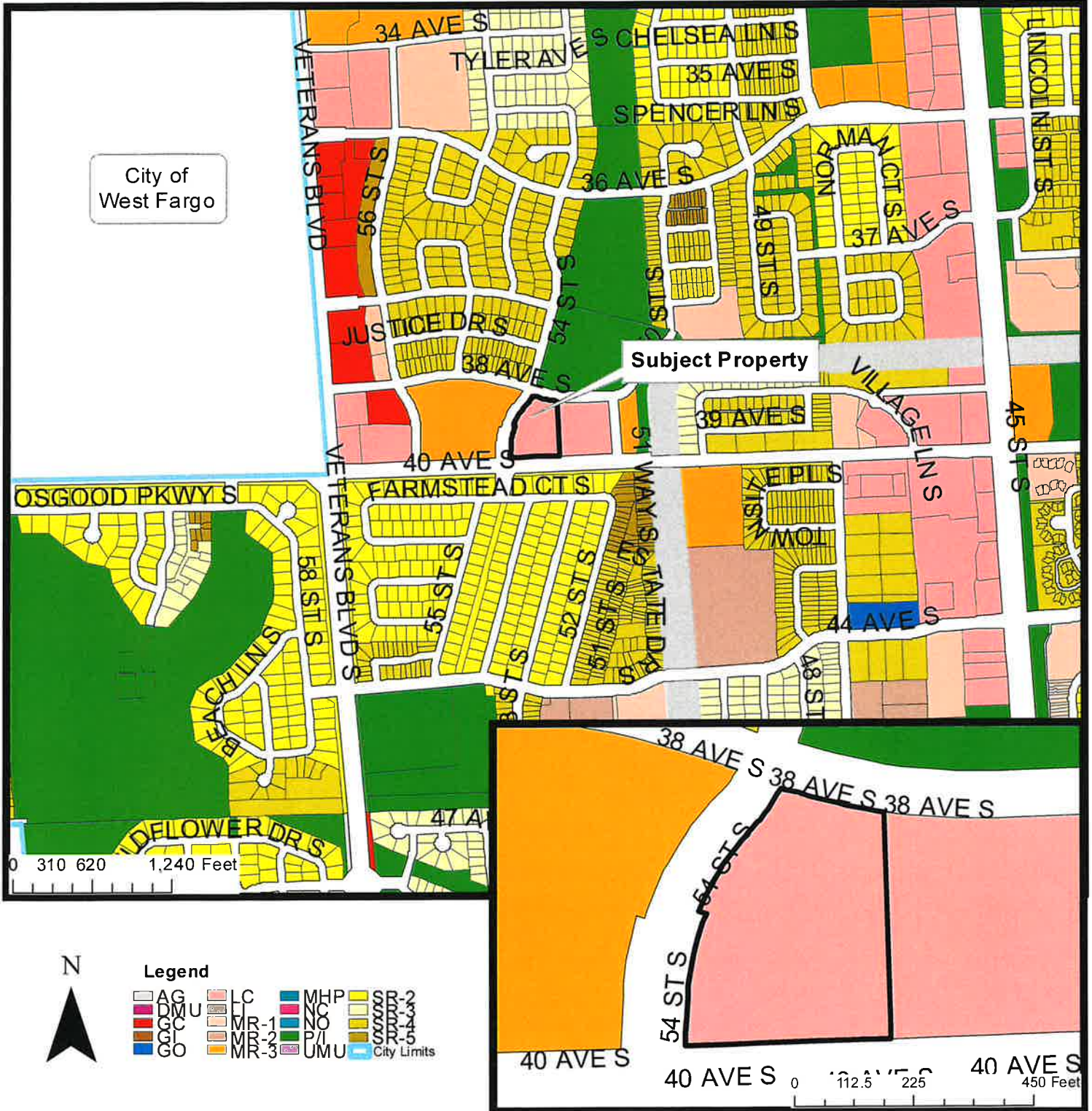
<b>Planning Commission Recommendation: August 5, 2025</b>
At the August 5th, 2025 Planning Commission hearing, that Commission, by a vote of 10-0 with one Commissioner absent, moved to accept the findings and recommendations of staff and recommended approval to the City Commission of the proposed subdivision plat, <b>Valley View Twelfth Addition</b> , as presented, as the proposal complies with the Fargo Growth Plan 2024, the standards of Article 20-06, Section 20-0907.B and C of the LDC, and all other applicable requirements of the Land Development Code
<b>Attachments:</b>
<ol style="list-style-type: none"><li>1. Zoning Map</li><li>2. Location Map</li><li>3. Preliminary Plat</li><li>4. Amenities Plan</li></ol>



## Minor Subdivision

### Valley View Twelfth Addition

3900 54th Street South





## Minor Subdivision

### Valley View Twelfth Addition

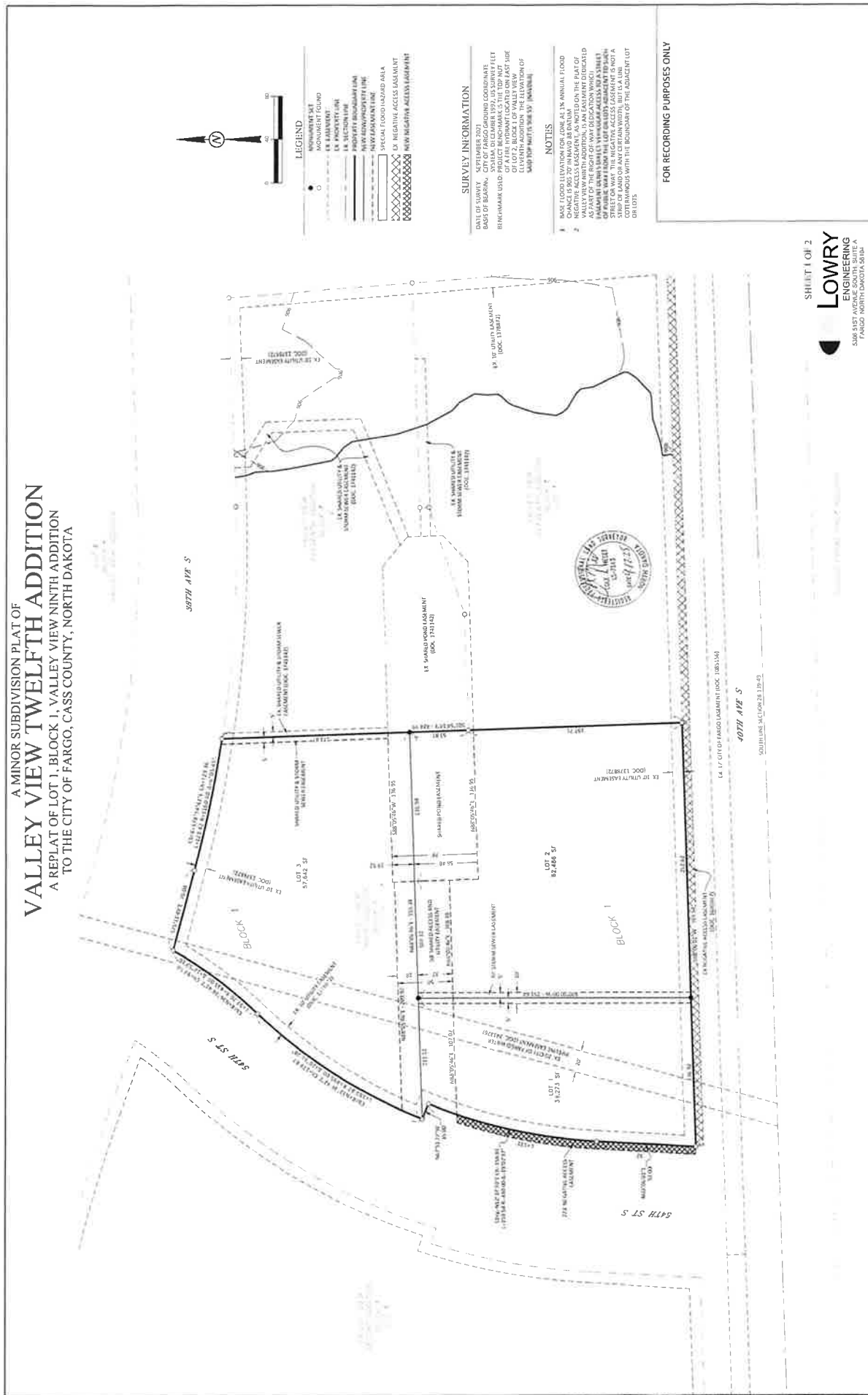
3900 54th Street South



#### Legend

City Limits







KNOW-ALL MURDER TRIAL PRESENTS, THAT CAP, ALC ARE IN THE COMPANY OF VICTIM'S 26, TOURS OF 121 NORTH  
6666, 49415 OF THE 3TH REGIMENT, MEXICAN, THE CITY OF RANCHO, COUNTY OF CALIF. STATE OF NORTH DAKOTA AND NORTH DAKOTA  
SIXTH AND SEVENTH

[illegible]

BY: Brian Rounovsky  
BRIAN ROUNOVSKY, PRESIDENT  
GBP, LLC

STATE OF ND COUNTY OF Cass CH THIS 18 DAY OF Sept  
APPEARED before me, the undersigned, a Notary Public for and in and to the State of North Dakota, the following named persons, to-wit: Amadeo Dummer and Cass  
and acknowledged to me that they executed the foregoing instrument for the purposes and consideration therein expressed.



I, COLE A. NEMET, REGISTERED LAND SURVEYOR UNDER THE LAWS OF THE STATE OF NORTH DAKOTA, DO HEREBY CERTIFY THAT I HAVE SURVEYED AND PLATTED THE PROPERTY DESCRIBED ON THIS PLAT AS VALLEY VIEW TWELFTH ADDITION; THAT THIS PLAT IS A CORRECT REPRESENTATION OF SAID SURVEY, THAT ALL DISTANCES ARE SHOWN CORRECTLY ON SAID PLAT IN FEET AND HUNDRETHS OF A FOOT, THAT ALL MONUMENTS ARE OR WILL BE INSTALLED CORRECTLY IN THE GROUND AS SHOWN, AND THAT THE EXTERIOR BOUNDARY LINES ARE CORRECTLY DESIGNATED

DATED THIS 17 DAY OF September 2025.

COLE A. WESEY  
REGISTERED LAND SURVEYOR  
15751 E



Military Public  
 State of North Carolina  
 My Commission Expires April 24, 2018

STATE OF NORTH DAKOTA

COUNTY OF CASS

NOTARY PUBLIC  
State of North Dakota  
My Comm. Expires Apr 24, 2011

1 15 1

ON THIS 17<sup>TH</sup> DAY OF SEPTEMBER, 2010, I, \_\_\_\_\_, PERSONALLY APPEARED \_\_\_\_\_, A RESIDENT OF \_\_\_\_\_ TOWNSHIP, \_\_\_\_\_ COUNTY, \_\_\_\_\_ STATE, PERSONALLY KNOWN TO ME, WHO EXECUTED THE FOREGOING INSTRUMENT AND ACKNOWLEDGED

SOUTH DAKOTA  
 COUNTY OF \_\_\_\_\_  
 CITY OF \_\_\_\_\_  
 STATE OF \_\_\_\_\_

THIS PLAN IN THE CITY OF JARVIS IS HEREBY APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 2011.

TOM MULLAGHER, 78

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

Q26. I-545: 044 OF 044 OF 2017, BEVERLY MA, A NOTARY PUBLIC WITHIN AND FOR SAID COUNTY AND STATE, PERSONALLY AFFIDAVIT TO MARGARET W. TANGAS CITY ENGINEER, TO MY KNOWLEDGE, TO THE PERSON DESCRIBED IN AND WHO EXECUTED THE FOREGOING INSTRUMENT AND I AM CERTIFIED THAT THE SIGNED SAME AS THEIR FREE ACT AND DEED

NOTARY PUBLIC, COUNTY \_\_\_\_\_ STATE \_\_\_\_\_

THIS PLAY IN THE CITY OF FARGO IS HEREBY APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 2025

МОНГОЛЫН ГЭМЭЭНЭЭС  
ЭНЭ ТЭГЭЭНЭЭС

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

ON THIS DAY OF 2021, BEFORE ME, A NOTARY PUBLIC WITHIN AND FOR SAID COUNTY AND STATE, PERSONALLY APPEARED MARSHALL TAYLOR, CLAIMING PLANNING CONFESSION, TO BE KNOWN TO BE THE PERSON DESCRIBED IN AND WHO EXECUTED THE FOREGOING INSTRUMENT, AND HE REQUESTED THAT I, THE NOTARY, SIGN SAID INSTRUMENT AS A PUBLIC ACT AND DEED.

NOTARY PUBLIC, COUNTY \_\_\_\_\_ STATE \_\_\_\_\_

THIS PLAT IN THE CITY OF FARGO IS HEREBY APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 2025

TINOTIUS, MARCHIVY

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2025, BEFORE ME, A NOTARY PUBLIC WITHIN AND FOR SAID COUNTY AND STATE OF \_\_\_\_\_, PERSONALLY APPEARED BEFORE ME \_\_\_\_\_, MAYOR, CITY OF FACILITY AND SAID COUNTY, UNKNOWN, CITY AUDITOR, CITY OF FACILITY TO ME KNOWN TO BE THE PERSON TO SIGN HIS NAME, WHO EXECUTED THE FOREGOING INSTRUMENT AND ACKNOWLEDGED THAT THEY EXECUTED SAME AS HIS ACT AND DEED.

NOTARY PUBLIC, COUNTY \_\_\_\_\_ STATE \_\_\_\_\_

**LOWRY**  
ENGINEERING  
5306 51<sup>ST</sup> AVENUE SOUTH, SUITE A  
FARGO, NORTH DAKOTA 58104



**Site Amenities and Project Plan  
Valley View Twelfth Addition  
July 25, 2025**

**Location:** The subject property is legally referred to as Lots 1, 2, and 3 Block 1, Valley View Twelfth Addition to the City of Fargo, Cass County, North Dakota, a replat of Lot 1, Block 1 of Valley View Ninth Addition.

**Details:** The project includes three (3) LC, Limited Commercial zoned lots. As approved, the project is intended to be developed as a limited commercial development, pursuant to the LDC.

**Right of Way (ROW):** No public right of way dedications are required as part of Valley View Twelfth Addition.

**Storm Water Management:** Lots 1, 2, and 3, Block 1 of the Valley View Twelfth Addition are served by a regional storm water pond located on Lot 7, Block 6 of the Valley View Addition. This pond complies with the City of Fargo's Policy on Storm Water Discharge and Treatment Requirements, providing the required storm water quantity, up to 65% impervious, and quality for Lots 1, 2, and 3, Block 1 of the Valley View Twelfth Addition.

In addition, a previously constructed private, on-site storm water facility serves Lots 1 and 2, Block 1 of Valley View Eleventh Addition and Lots 2 and 3, Block 1 of Valley View Twelfth Addition. This storm water facility accommodates impervious areas of up to 80% for Lots 1, 2, or 3, Block 1 of the Valley View Twelfth Addition. Property owners within the Valley View Eleventh and Twelfth Additions are solely responsible for the operation and maintenance of the private storm water facility.

This Amenities Plan is hereby approved.

  
\_\_\_\_\_  
Brian Kounovsky, President  
GBP, LLC

7/29/25  
date

\_\_\_\_\_  
Tom Knakmuhs, City Engineer

\_\_\_\_\_  
date



28

<b>City of Fargo Staff Report</b>			
<b>Title:</b>	Bison Run Addition	<b>Date:</b>	8/27/2025
		<b>Update:</b>	10/9/2025
<b>Location:</b>	1102 and 1110 17th Street North	<b>Staff Contact:</b>	Donald Kress, planning coordinator
<b>Legal Description:</b>	Lot 9, and portions of Lots 10 and 11, Block 3, Beardsley's Addition		
<b>Owner(s)/Applicant:</b>	Bison Run Rentals, LLC / Neset Land Surveys	<b>Engineer:</b>	Neset Land Surveys
<b>Entitlements Requested:</b>	<b>Minor Subdivision</b> (Plat of <b>Bison Run Addition</b> , a replat of all of Lot 9, and portions of Lots 10 and 11, Block 3, Beardsley's Addition to the City of Fargo, Cass County, North Dakota)		
<b>Status:</b>	City Commission Consent Agenda: October 13 <sup>th</sup> , 2025		

<b>Existing</b>	<b>Proposed</b>
<b>Land Use:</b> Detached residential and vacant	<b>Land Use:</b> Attached residential
<b>Zoning:</b> UMU, University Mixed Use	<b>Zoning:</b> No change
<b>Uses Allowed:</b> Allows detached houses, daycare centers up to 12 children, attached houses, duplexes, parks and open space, religious institutions, safety services, schools, basic utilities	<b>Uses Allowed:</b> No change
<b>Minimum Density:</b> 18 dwelling units per acre	<b>Minimum Density:</b> No change
<b>Maximum Building Coverage:</b> 75%	<b>Maximum Building Coverage:</b> No change
<b>Proposal:</b>	
The applicant requests one entitlement:	
1. A minor subdivision, entitled <b>Bison Run Addition</b> , a replat of all of Lot 9, and portions of Lots 10 and 11, Block 3, Beardsley's Addition to the City of Fargo, Cass County, North Dakota	
This project was reviewed by the City's Planning and Development, Engineering, Public Works, and Fire Departments ("staff"), whose comments are included in this report.	
<b>Surrounding Land Uses and Zoning Districts:</b>	
<ul style="list-style-type: none"> <li>North: UMU, attached single-dwelling residential uses</li> <li>East: UMU; multi-dwelling and detached single-dwelling residences</li> <li>South: UMU; detached single-dwelling residential uses</li> <li>West: UMU; detached single-dwelling residential uses</li> </ul>	
<b>Area Plans:</b>	
Fargo Growth Plan 2024 designates the subject property as the "Urban Neighborhood" place type. Primary uses within that place type include small lot single-family detached housing and duplexes, with secondary residential uses of triplex, quadplex, townhomes up to 10 units, and pockets of multi-family structures. The Roosevelt/ND SU Neighborhood Brief of the Core Neighborhoods Plan designates the the subject property as "multi-family."	
The current zoning is UMU, University Mixed Use, which is consistent with the Growth Plan place type and the Core Neighborhoods land use designation. No zone change or land use plan amendment is proposed with this project.	
(continued on next page)	



**Context:**

**Schools:** The subject property is located within the Fargo School District, specifically within the Roosevelt/Horace Man Elementary, Ben Franklin Middle and North High schools.

**Parks:** Johnson Soccer Complex (1420 11<sup>th</sup> Avenue North) is located approximately 0.20 miles southeast of the subject property and provides amenities of playground, ages 2-5; restrooms shelter; soccer field; warming houses; picnic table.

**Pedestrian / Bicycle:** There is an off-road multi-use path along the 12<sup>th</sup> Avenue frontage of the subject property.

**Neighborhood:** The subject property is included in the Roosevelt/NDSU Neighborhood.

**MATBUS Route:** The subject property is not along a MATBus route.

**Staff Analysis:**

This project was reviewed by the City's Planning and Development, Engineering, Public Works, and Fire Departments ("staff"), whose comments are included in this report.

MINOR SUBDIVISION

The plat will replat portions of three existing lots into a single lot in one block for residential development.

ACCESS

The project site will be able to take access from 17<sup>th</sup> Street North and from the alley on the west side of project site. The actual access will be determined during site plan review.

PROPOSED DEVELOPMENT AND INCENTIVE

The applicant is proposing to develop this property with a six-unit attached housing building (side-by-side townhomes). The applicant is seeking a PILOT (Payment In Lieu Of Taxes) incentive. That application was reviewed by the Economic Development Incentives Committee (EDIC) at their regular meeting on August 26<sup>th</sup> 2025. The City's financial consultant evaluated the project and determined that the project would not be feasible without the requested incentive (commonly referred to as the "but for" test). Planning Department staff noted that the project had not yet gone through site plan review, a multi-departmental process. The EDIC recommended approval of the PILOT contingent on review and approval of the project by other City departments through the site plan review process.

This information is for the Commission's background; your Commission takes no action on the site plan / building permit.

**Minor Subdivision**

The LDC stipulates that the following criteria are met before a minor plat can be approved:

- 1. Section 20-0907.B.3 of the LDC stipulates that the Planning Commission recommend approval or denial of the application, based on whether it complies with the adopted Area Plan, the standards of Article 20-06 and all other applicable requirements of the Land Development Code. Section 20-0907.B.4 of the LDC further stipulates that a Minor Subdivision Plat shall not be approved unless it is located in a zoning district that allows the proposed development and complies with the adopted Area Plan, the standards of Article 20-06 and all other applicable requirements of the Land Development Code.**  
The current zoning is UMU, University Mixed Use. No zone change is proposed. This zoning is consistent with the "Urban Neighborhood" place type of the Fargo Growth Plan 2024 and with the Roosevelt/NDSU Neighborhood Brief of the Core Neighborhoods Plan designation of "multi-family" for this property. In accordance with Section 20-0901.F of the LDC, notices of the proposed plat have been sent out to property owners within 300 feet of the subject property. To date, Planning staff has received and responded to one phone inquiry from a neighbor. The Roosevelt Neighborhood Association was also notified of this project. The project has been reviewed by the city's Planning, Engineering, Public Works, Inspections, and Fire Departments.  
**(Criteria Satisfied)**



- 2. Section 20-0907.C.4.f of the LDC stipulates that in taking action on a Final Plat, the Board of City Commissioners shall specify the terms for securing installation of public improvements to serve the subdivision.**

While this section of the LDC specifically addresses only major subdivision plats, staff believes it is important to note that any improvements associated with the project (both existing and proposed) are subject to special assessments. Special assessments associated with the costs of the public infrastructure improvements are proposed to be spread by the front footage basis and storm sewer by the square footage basis as is typical with the City of Fargo assessment principles. No amenities plan was required. **(Criteria Satisfied)**

**Staff Recommendation:**

Suggested Motion: "To accept the findings and recommendations of the Planning Commission and staff and move to approve the proposed a plat of the **Bison Run Addition**, as presented, as the proposal complies with the Fargo Growth Plan 2024, Core Neighborhoods Plan, Standards of Article 20-06, Section 20-0907.B. and C of the LDC, and all other applicable requirements of the LDC."

**Planning Commission Recommendation: September 4th, 2025**

At the September 4<sup>th</sup>, 2025 Planning Commission hearing, that Commission, by a vote of 7-0 with four Commissioners absent, moved to accept the findings and recommendations of staff and recommended approval to the City Commission of the proposed a plat of the **Bison Run Addition**, as presented, as the proposal complies with the Fargo Growth Plan 2024, Core Neighborhoods Plan, Standards of Article 20-06, Section 20-0907.B. and C of the LDC, and all other applicable requirements of the LDC.

**Attachments:**

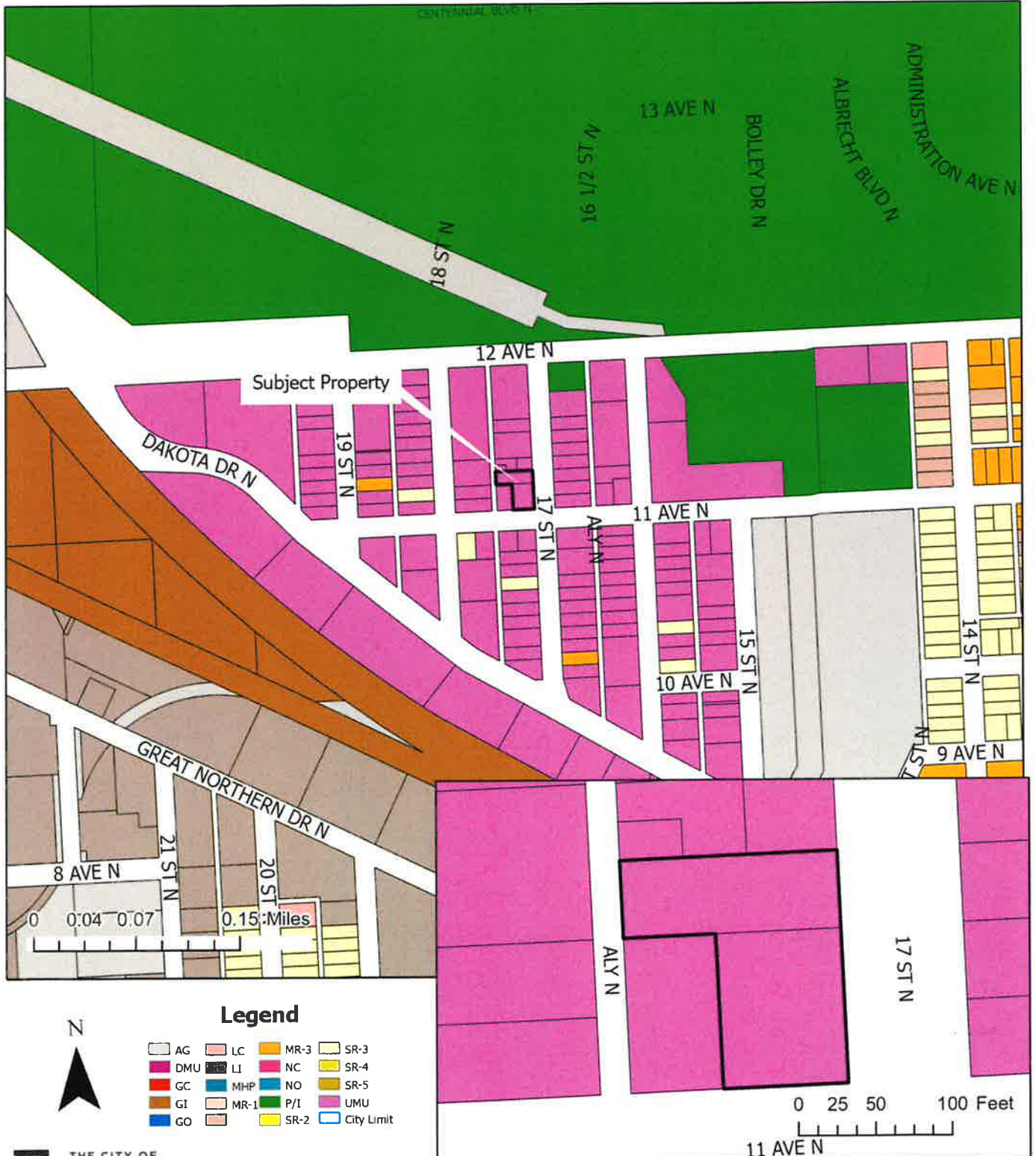
1. Zoning map
2. Location map
3. Preliminary plat



# Minor subdivision

## Bison Run Addition

1102 and 1110 17th Street North





## Minor subdivision

### Bison Run Addition

1102 and 1110 17th Street North



#### Legend

City Limit



Fargo Planning Commission  
September 4, 2025









**PUBLIC  
WORKS**

(29)

**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 8, 2025

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

RE: Street Department purchase of (1) one Volvo DD120 Asphalt Roller/Compactor  
**(PBC25290)**

Dear Commissioners:

In 2025, the City of Fargo initiated a cost evaluation process for the purchase of a new Volvo DD120 Asphalt Roller/Compactor. Multiple vendors were contacted and after a careful review and evaluation by the Review Committee (Ben Dow and Tom Ganje) it was determined that leveraging a purchasing consortium would offer the best value and efficiency for this acquisition. Additionally, the Review Committee evaluated the proposals to ensure they met the required specifications. The Street Department opted to utilize the Sourcwell Purchasing Agency's contract, numbered 011723-VCE, which fully complies with the City of Fargo's purchasing guidelines and provides a competitive and cost-effective solution for this purchase.

For your reference and consideration, a proposal synopsis is attached. It is the committee's recommendation to proceed with the purchase from Swanston Equipment of Fargo through the Sourcwell Buying Contract. Funding for this acquisition is included in the 2025 Street Department budget.

We recommend the purchase of one (1) new Volvo DD120 Asphalt Roller/Compactor through Sourcwell, totaling \$172,904.00.

**SUGGESTED MOTION:**

Approve the purchase of one (1) Volvo DD120 Asphalt Roller/Compactor Swanston Equipment, utilizing Sourcwell contract 011723-VCE, for a total purchase price \$172,904.00.

Respectfully Submitted,

Tom Ganje  
Fleet Purchasing Manager





## PIGGYBACK PURCHASE REQUEST FORM (PBC)

<b>Requested by:</b>	Tom Ganje	<b>Department:</b>	Public Works
<b>Date of Request:</b>	9/24/2025	<b>Phone Number:</b>	701-241-1460
<b>E-mail:</b>	tganje@fargond.gov		
<b>Dept Head Signature:</b>	<i>Benjamin Dow</i>	<b>Estimated Amount of Purchase:</b>	\$172,904.00

### Piggyback Purchase from a State or Cooperative Contract Requirement:

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

**Product or Service description:**

(1) Volvo DD120 Asphalt Roller/Compactor  
DD120C

**Provide source of existing State contract and Contract number:**

Sourcewell Contract # 011723-VCE

Is a Vendor contract required? Yes ☐ No ☐

**Vendor Name:** Swanston Equipment

**Address:** 3450 West Main

**City:** Fargo      **State:** ND      **Zip Code:** 58103

**Contact Person:** Mike Mullen      **Title:** Sales

**Telephone:** 701-371-7823      **Email:** mmullen@swanston.com

**Purchasing Manager Approval:**

**Piggyback (PBC) Number:**

PBC25290





**Quote Valid for 90 days**

**Contract:**

011723-

**VCE**

Date: 9/22/2025

<b>Buying Agency:</b>	City Of Fargo ND	<b>Dealership:</b>	Swanston Equipment
<b>SW Member #:</b>		<b>Prepared By:</b>	Mike Mullen
<b>Contact Person:</b>	Tom Ganje	<b>Phone:</b>	701-371-7823
<b>Phone/Email:</b>		<b>Email:</b>	mmullen@swanston.com

Sourcewell Product Code

L - Volvo Pricing Catalog: Tandem Drum Vibratory Rollers (Asphalt Compactors)

**A. Catalog / Price Sheet Items being purchased**

Quan		Unit Pr	Total
1	DD120	\$166,604	\$166,604
	See next page for machine specs at List Price, Contract Discount, Machine Price		
	TOTAL Purchase Price at Bottom of this Page		
Sourcewell Machine Price:			\$166,604
Additional Discount:			\$0
Subtotal A:			\$166,604

### B. Sourced Contracted Items

Quan	Description	Unit Pr	Total
1			\$0
1			\$0
1			\$0
1			\$0
1			\$0
1			\$0
1			\$0
1			\$0
1			\$0
1			\$0
Subtotal B:			\$0

**C. Freight / Installation / Ext Warranty / Trade-Ins / Other Allowances/ Miscellaneous Charges**

	\$5,000
Freight	\$1,300
PDI	
Subtotal C:	\$6,300

**Delivery Date:**

**D. TOTAL PURCHASE PRICE (A+B+C):**

\$172,904



[illegible]

**See Front Page of Quote for Total Purchase Price**



(30)

REPORT OF ACTION**UTILITY COMMITTEE**

Project No. Task Order 2025-4

Type: – Engineering Task Order

Location: Solid Waste Division – Landfill

Date of Hearing: 10/08/2025

Routing	Date
City Commission	10/13/25
Project File	Task Order 2025-4 Landfill Gas Pipeline Realignment Design

Scott Olson, Solid Waste Utility Director, presented the attached Task Order with HDR for design services related to realigning the landfill gas pipeline to eliminate conflicts with West Fargo's future infrastructure at 9<sup>th</sup> St E in West Fargo. The services of the engineer are separated into five tasks as shown below:

Description of Service	Amount	Basis of Compensation
Task 100 – Project Management, Meetings & Communication	\$5,705	Hourly Rates
Task 200 – Preliminary Design Services	\$16,470	Hourly Rates
Task 300 – Final Design Services	\$27,371	Hourly Rates
Task 400 – Estimate of Probable Construction Costs	\$3,722	Hourly Rates
Task 500 – Bidding Assistance	\$5,653	Hourly Rates
<b>TOTAL COMPENSATION</b>	<b>\$58,920</b>	Hourly Rates
2. Additional Services (Part 2 of Exhibit A)	(N/A)	

Costs for engineering services are budgeted for in the 2025 Landfill Division for Engineering Services.

**MOTION:**

On a motion by Brenda Derrig, seconded by James Hausauer, the Utility Committee voted to approve Task Order 2025-4 with HDR for design services to realign the landfill gas pipeline at 9<sup>th</sup> St in West Fargo in the amount not to exceed \$58,920.00.

COMMITTEE:	Present	Yes	No	Unanimous
Denise Kolpack, City Commissioner	X	X		X
Brenda Derrig, Assistant City Administrator	X	X		
Thomas Knakmuhs, City Engineer (Nathan Boerboom)	X	X		
Susan Thompson, City Finance Director	X	X		
Bruce Grubb, City Administration	X	X		
Brian Ward, Water Plant Supt.	X	X		
Mark Miller, Water Reclamation Superintendent	X	X		
Scott Liudahl, City Forester	X	X		
James Hausauer, Wastewater Utility Director	X	X		
Troy Hall, Water Utility Director	X	X		
Ben Dow, Public Works Operations Director	X	X		
Scott Olson, Solid Waste Utility Director	X	X		
Daniel Portlock, Water Utility Engineer	X	X		

ATTEST:



\_\_\_\_\_  
 Scott Olson, PE  
 Solid Waste Utility Director

C: Tim Mahoney, Mayor  
 Commissioner Turnberg  
 Commissioner Piepkorn  
 Commissioner Strand



**To: Utility Committee**  
**From: Scott Olson, Solid Waste Utility Director**  
**Date: October 2, 2025**  
**Subject: Stantec Task Order 2025-4 Landfill Gas Pipeline Realignment Design**

Attached for your reference is a proposed **Task Order from HDR** for design and bidding services for the Landfill Gas Pipeline Realignment.

### **Background**

The Landfill Gas (LFG) pipeline was originally installed in 2001 and has been in service delivering gas generated from landfill waste to Cargill for use as a renewable fuel in Cargill's boiler system. The LFG line aligns with the 12<sup>th</sup> Ave N in Fargo, crossing 9<sup>th</sup> St W and along 11<sup>th</sup> Ave N in West Fargo to Cargill.

The City of West Fargo will be reconstructing 9<sup>th</sup> St E in 2026 and has identified a conflict with the proposed storm sewer where the LFG line crosses the roadway. With the LFG line being in the West Fargo right-of-way, Solid Waste needs to lower and realign the pipeline to accommodate infrastructure for the 9<sup>th</sup> St reconstruction.

This task order includes design and bidding services for the pipeline realignment. Engineering services for this task order include;

Description of Service	Amount	Basis of Compensation
Task 100 – Project Management, Meetings & Communication	\$5,705	Hourly Rates
Task 200 – Preliminary Design Services	\$16,470	Hourly Rates
Task 300 – Final Design Services	\$27,371	Hourly Rates
Task 400 – Estimate of Probable Construction Costs	\$3,722	Hourly Rates
Task 500 – Bidding Assistance	\$5,653	Hourly Rates
<b>TOTAL COMPENSATION</b>	<b>\$58,920</b>	<b>Hourly Rates</b>
2. Additional Services (Part 2 of Exhibit A)	(N/A)	

HDR anticipates the design and bidding to be completed in March of 2026. Funding for this task order are included in the Landfill Engineering Services budget.

### **Recommendation**

Approve the attached **Task Order from HDR** in the amount not to exceed \$58,920



**SUGGESTED FORM OF  
TASK ORDER**

This is Task Order No. 2025-4, consisting of 10 pages.

**Task Order #2025-4**

---

In accordance with Paragraph 1.01 of the Agreement Between Owner and Engineer for Professional Services – Task Order Edition, dated 1/1/2021 ("Agreement"), Owner and Engineer agree as follows:

**1. Background Data**

- a. Effective Date of Task Order: October 2, 2025
- b. Owner: City of Fargo Enterprise Utilities
- c. Engineer: HDR Engineering, Inc.
- d. Specific Project (title): Landfill Gas Pipeline Realignment Design
- e. Specific Project (description): Complete design work to relocate an existing landfill gas low-pressure pipeline to avoid proposed public utilities planned for reconstruction of 9<sup>th</sup> Street NE in West Fargo, North Dakota.

**2. Services of Engineer**

- A. The specific services to be provided or furnished by Engineer under this Task Order are the services (and related terms and conditions) set forth in the following sections of the Modified Exhibit A dated October 2, 2025, as attached to the Agreement referred to above, such sections being hereby incorporated by reference.

**3. Additional Services**

- A. Additional Services that may be authorized under this Task Order shall be agreed upon with advance authorization required.

**4. Owner's Responsibilities**

Owner shall have those responsibilities set forth in Article 2 and Exhibit B of the Agreement Between Owner and Engineer for Professional Services, Task Order Edition.

**5. Task Order Schedule**

The parties shall meet the schedule included in Exhibit A.



**6. Payments to Engineer**

A. Owner shall pay Engineer for services rendered under this Task Order as follows:

Description of Service	Amount	Basis of Compensation
Task 100 – Project Management, Meetings & Communication	\$5,705	Hourly Rates
Task 200 – Preliminary Design Services	\$16,470	Hourly Rates
Task 300 – Final Design Services	\$27,371	Hourly Rates
Task 400 – Estimate of Probable Construction Costs	\$3,722	Hourly Rates
Task 500 – Bidding Assistance	\$5,653	Hourly Rates
<b>TOTAL COMPENSATION</b>	<b>\$58,920</b>	Hourly Rates
2. Additional Services (Part 2 of Exhibit A)	(N/A)	

Compensation items and totals based on Hourly Rates are estimates only. Engineer may alter the distribution of compensation between individual phases (line items) to be consistent with services actually rendered, but shall not exceed the total compensation amount unless approved in writing by the Owner.

B. The terms of payment are set forth in Article 4 of the Agreement Between Owner and Engineer for Professional Services, Task Order Edition, and in the applicable governing provisions of Exhibit C.

**7. Consultants retained as of the Effective Date of the Task Order:** None

**8. Other Modifications to Agreement and Exhibits:** Appendix 1 and Appendix 2 to Exhibit C shall be updated to the attached "2025 Hourly Billing Rates."

**9. Attachments:** "Modified" Exhibit A and 2025 HDR Engineering Standard Rate Sheet

**10. Other Documents Incorporated by Reference:** None

**11. Terms and Conditions**


Execution of this Task Order by Owner and Engineer shall make it subject to the terms and conditions of the Agreement (as modified above), which Agreement is incorporated by this reference. Engineer is authorized to begin performance upon receipt of a copy of this Task Order signed by Owner.

The Effective Date of this Task Order is **October 2, 2025**.

OWNER:

ENGINEER:

By: \_\_\_\_\_

By:  \_\_\_\_\_

Print Name: Timothy Mahoney

Print Name: Jason Kjenstad, PE

Task Order Form

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and American Society of Civil Engineers. All rights reserved.



Title: Mayor

Title: Sr. Vice President, Area Manager

DESIGNATED REPRESENTATIVE FOR TASK ORDER:

DESIGNATED REPRESENTATIVE FOR TASK ORDER:

Name: Scott Olson

Name: Randy Hanson

Title: Solid Waste Director

Title: Project Manager

Address: City of Fargo Solid Waste  
2301 8<sup>th</sup> Avenue N  
Fargo, ND 58102

Address: HDR Engineering, Inc.  
51 N Broadway, Suite 550  
Fargo, ND 58102

E-Mail  
Address: solson@fargond.gov

E-Mail  
Address: Randy.hanson@hdrinc.com

Phone: 701-476-4087

Phone: 701-552-9948

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Task Order Form

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# Modified Exhibit A

## Project Understanding

HDR Engineering, Inc. (HDR) understands the City of Fargo (City) is seeking engineering design and bidding support to accommodate the realignment of a portion of an existing landfill gas pipeline, which delivers landfill gas to Cargill. The realignment will take place near 9<sup>th</sup> Street and 11<sup>th</sup> Avenue, at the east intersection in West Fargo. The realignment is necessary to accommodate the utility construction associated with 9<sup>th</sup> Street reconstruction, which is planned for 2026. HDR's proposed scope of work is detailed in the tasks listed below.

## Scope of Work

### Task 100 – Project Management, Meetings, and Project Communications

HDR's Project Manager will provide ongoing coordination, communications, invoicing, and progress reporting for the City throughout the contract. HDR will initiate the project by facilitating a kickoff meeting to reaffirm key expectations of the City and discuss the project approach, assumptions, milestones, and overall purpose.

#### Kickoff Meeting

Our team will schedule a project kickoff meeting with the City's team to address data needs, formalize the lines of communication, confirm project milestone timelines, and confirm that the project objectives are clearly defined and understood by HDR and the City. We will use this meeting to review the project scope, schedule, goals, and objectives, and formalize management and communications protocols to provide timely data delivery and quality deliverables.

#### Deliverables

- Monthly invoices.
- Progress meeting notes (PDF format, electronically transmitted).

#### Assumptions

- Meetings will be in person for the HDR project manager, with additional HDR staff attending virtually.
- Assume one kickoff meeting for 1-1/2 hours with up to two HDR staff.
- Assume representatives from the City of West Fargo and Houston Engineering will attend the kickoff meeting.

### Task 200 – Preliminary Design Services

#### Objective

HDR will perform preliminary design for the realignment of a portion of an existing landfill gas pipeline to avoid conflicts with proposed utility construction related to 9<sup>th</sup> Street improvements that Houston Engineering is designing for the City of West Fargo. This task entails developing design and specifications to the 50% level.

#### Activities

- Design memorandum and basis for subsequent task.



- Review of existing data, including aerial photographs, topographic mapping, and geotechnical data, to assist in identifying applicable trenchless methods to be implemented based on site conditions, project design, and/or construction criteria and preferences.
- 50% design drawings
  - Cover sheet with vicinity map and drawing index that reflects the total number of drawings anticipated.
  - Existing Conditions Plan to show surface elements, contours, utilities (existing & proposed).
  - One Site Plan that depicts the realignment location.
  - Utility Plan showing realigned pipeline including proposed and existing utilities, proposed endpoints, conceptual trenchless paths, and existing geotechnical boring locations.
  - One Utility Profile showing realigned pipeline, including proposed and existing utilities.
- Calculate the estimated pressure loss of the realigned portion of the pipeline at expected flow rates versus the existing estimated pressure loss. HDR anticipates using KYPipe (pipe network analysis software) to perform the calculations.
- Preliminary Table of Contents for specifications.
- Preliminary temporary construction easement needs.
- Perform QA/QC of documents prior to submittal of 50% submittal.

#### **Meetings**

- 50% design review meeting with the City and up to two (2) HDR project team members conducted after HDR has received review comments from the City.
- 50% design review meeting with City of Fargo, City of West Fargo, and Houston Engineering with up to two (2) HDR project team members.

#### **Deliverables**

- Design memorandum.
- 50% design drawings and preliminary table of contents for specifications.
- Meeting agendas and notes.

#### **Assumptions**

- The City will provide HDR with the existing topographic survey, 9<sup>th</sup> street reconstruction plans in CAD format (designed by Houston Engineering), test pitting data (location and elevation) gathered by others on the existing landfill gas pipeline, and geotechnical report for soils (at least one boring within close vicinity of the pipeline realignment).
- All survey data, including locations of all existing utilities and pipelines with depths of cover, topographic, bathymetric, etc., will be completed by others and provided to HDR by the City in .dwg format and in a timely manner for developing HDD designs. There is adequate topographic survey data to generate a full ground surface profile along the proposed crossing alignment.
- We assume adequate geotechnical data will be available, including data from at least one site-specific borehole within 50 feet of the trenchless alignment, to assess the feasibility of the trenchless crossing and perform the scope defined herein. If additional geotechnical data is determined necessary, HDR will notify the City, and others will collect the agreed-upon geotechnical information.
- Existing easement data will be provided where the pipe is outside of the established road right-of-way.
- Permanent easements are not required.
- City will provide HDR with the existing discharge pressure, temperature, and flow of gas at the landfill gas plant, as well as the pressure and flow of landfill gas at Cargill's facility. Values specific to the project area are also requested, but HDR understands that these measurements may not be available.



- City will provide allowable discharge pressure at the landfill gas plant and minimum allowable pressure at Cargill's facility.
- The proposed pipeline design will aim to minimize pressure losses.
- The portion of the pipeline to be realigned is approximately 200 feet in length. We are anticipating the design to allow for open-cut excavation outside of the existing 9<sup>th</sup> Street and boring under 9<sup>th</sup> Street, and is to be located in the existing right-of-way or existing utility easements.
- City will provide HDR with information pertaining to the allowable downtime of the pipeline and any restrictions on the timing of the downtime.
- HDR assumes the existing condensate tank will be reused, and flanged or fused extensions to the existing access riser and valve risers will be required.
- No major changes in the project design concepts will occur following the Basis of Design memorandum. Only minor changes and refinements will follow the submittal of the 50% design.
- HDR standard technical specifications will be used. Engineers Joint Contract Document Committee (EJCDC) documents will be used for contract-related specifications.
- Design drawings will be prepared in AutoCAD Civil 3D and/or Revit format.
- Houston Engineering is providing design services to the City of West Fargo for utility and pavement improvements on 9<sup>th</sup> Street.
- City to collaborate with HDR on pipe material for limitations/preferences from an operational perspective and in the determination of the preferred method of construction. HDR assumes only one method will be pursued under this scope. If multiple methods are considered or additional drawings are requested to depict and vet various methodologies, additional fees will apply and be negotiated.
- City to work with HDR to refine crossing to avoid/minimize utility crossing variance needs/requests.
- City-provided items will be available to HDR at the time of the kickoff meeting.
- Permitting-related work is excluded but can be provided if necessary for a negotiated fee.
- Trenchless construction techniques are yet to be determined. We assume applicable railroad requirements criteria will be achievable and followed for the crossing.
- HDR has accounted for one trenchless crossing in the scope of work.
- HDR has not included any time for coordination directly with utility owners (outside of the kick-off meeting and preliminary design review meeting with the City of Fargo and City of West Fargo).
- Support of excavation and/or engineered excavation design is not included for shafts associated with trenchless crossings. If excavation design is requested of HDR for the project, HDR can perform these services for a negotiated fee.
- City to provide one consolidated set of comments/feedback on deliverables.

## Task 300 – Final Design Services

### Objective

HDR will advance the design of the pipeline realignment after the City reviews and comments on the 50% design submittal and meeting with the City of Fargo, City of West Fargo, and Houston Engineering.

### Activities

HDR will confirm or identify other project requirements and issues and update the project schedule. Based on the discussions and decisions in the 50% review correspondence, technical areas of refined design may include:

- Incorporate revisions from the City's 50% review comments and advance design and drawings to a final design level of completion.
- Advance technical specifications to the final design level of completion.



- Perform QA/QC of documents prior to submittal.
- Refine pressure loss calculations of the realignment portion of the pipeline. HDR anticipates using KYPipe to complete the calculations.
- Pipe stress and deflection calculations will be performed based on the final accepted trenchless design (as applicable for the trenchless method and pipe material selected).
- Determine size and location of anticipated temporary construction easements. Includes two landowner meetings.
- Consider other design alternatives that may have potential cost and/or time savings.
- Develop issued for bid (IFB) drawings, technical specifications, and contract documents after receipt of the City's final design review comments.

**Meetings**

- Final design review meeting with up to two (2) HDR project team members.

**Deliverables**

- Final design drawings, technical specifications, contract documents, and engineering calculations for pipe stress and pressure loss calculations.
- IFB Design Drawings, technical specifications, contract documents (after receipt of City's final design comments).

## **TASK 400 - Estimate of Probable Construction Cost and Construction Schedule**

**Objective**

The key objective of Task 400 is to develop an estimate of probable construction costs and an anticipated construction schedule for the pipeline realignment project.

**Activities**

- Prepare a detailed estimate of cost that will include individual bid items with expected quantities and unit costs.
- Prepare a detailed construction schedule based on engineering experience.

**Meetings**

- None planned. Cost discussion will be included in the preliminary and final submittal review meetings, as included in the above tasks.

**Deliverables**

- 50% estimate of probable construction costs and schedule.
- IFB estimate of probable construction costs and schedule.

**Assumptions**

- The engineer's estimate of probable construction cost is an estimate and not a guarantee of costs.
- The engineer's estimate of the construction schedule is an estimate and not a guarantee. The contractor's chosen approach, limitations, or methods may significantly alter this proposed schedule.

## **TASK 600 - Bidding Assistance**

**Objective**

HDR will provide assistance to the City during the bidding phase by responding to technical questions from potential bidders.



**Activities**

- Develop a log to track bidder questions received and responses provided.
- Respond to bidder questions, which may include drawing revisions.
- Compile and stamp a final Issued for Construction (IFC) set of documents incorporating revisions from the bidding period.

**Meetings**

None.

**Deliverables**

- Post project on Quest, and bids will be electronically submitted and read at City Hall.
- Bidder technical questions received, as well as and HDR's responses. A question log including bidder questions and responses provided.
- Copies of Issued for Construction (IFC) contract deliverable drawings, technical specifications, and cost options (assume two bound hard copies). Construction documents will be provided:
  - In PDF format
  - Corridor model format using industry standards for construction staking and grade control
  - In a 11x17 plan sheet size
  - With engineering stamps (final only)

**Assumptions**

- Bidders will provide an electronic media release for AutoCAD-type documents prior to HDR releasing those documents.
- Bidder questions are anticipated to be limited to 12 questions and no more than three (3) updated drawings. A total of 12 hours is budgeted for bidder questions.

## Proposed Project Schedule

HDR can start this project after a notice to proceed is received, and the requested data has been received and reviewed. We anticipate performing the work in approximately three (3) months after the kickoff meeting. Work is anticipated to be complete in early 2026; however, should the schedule be extended, billing rates shall be updated in January each year. The parties may amend the schedule set forth herein by mutual written agreement should project deliverables require such change.

Item	Date	Duration
Notice to Proceed	October 14, 2025	-
Project Kick-Off	October 20, 2025	
50% Design Complete	November 24, 2025	25 workdays
50% City Review Complete	December 8, 2025	10 workdays
100% Design Complete	January 12, 2026	24 workdays
100% City Review Complete	January 26, 2026	10 workdays
Final Bidding Documents Delivered	February 5, 2026	9 workdays
Bidding Support	March/April 2026	



## HDR Engineering 2025 Hourly Billing Rates

Billing Title	Billing Rate	Billing Title	Billing Rate
Managing Principal	280	Right of Way 4	195
Project Manager 7	280	Right of Way 3	175
Project Manager 6	260	Right of Way 2	155
Project Manager 5	240	Right of Way 1	120
Project Manager 4	225	Right of Way Coordinator	105
Project Manager 3	210	Environmental/Hydrologist/Geologist 7	225
Project Manager 2	195	Environmental/Hydrologist/Geologist 6	210
Project Manager 1	180	Environmental/Hydrologist/Geologist 5	195
Engineer 11	280	Environmental/Hydrologist/Geologist 4	170
Engineer 10	260	Environmental/Hydrologist/Geologist 3	150
Engineer 9	240	Environmental/Hydrologist/Geologist 2	130
Engineer 8	225	Environmental/Hydrologist/Geologist 1	110
Engineer 7	210	Surveyor 5	190
Engineer 6	195	Surveyor 4	170
Engineer 5	180	Surveyor 3	150
Engineer 4	165	Surveyor 2	130
Engineer 3	150	Surveyor 1	110
Engineer 2	135	Construction Manager 5	245
Engineer 1	125	Construction Manager 4	235
System Integrator 4	225	Construction Manager 3	215
System Integrator 3	195	Construction Manager 2	205
System Integrator 2	175	Construction Manager 1	185
System Integrator 1	155	Strategic Comm/Graphic Designer 4	165
CADD/GIS Technician 6	185	Strategic Comm/Graphic Designer 3	145
CADD/GIS Technician 5	165	Strategic Comm/Graphic Designer 2	130
CADD/GIS Technician 4	145	Strategic Comm/Graphic Designer 1	105
CADD/GIS Technician 3	125	Project Controller	120
CADD/GIS Technician 2	115	Project Accountant	110
CADD/GIS Technician 1	105	Project Assistant	105
Technician 5	170	Admin Assistant	85
Technician 4	150		
Technician 3	135		
Technician 2	115		
Technician 1	105		



Rates shall be adjusted annually. HDR may hire contract workers that will be assigned a billing rate based on this rate sheet. HDR has technical experts in various geographic locations that may be utilized based on specific project need. This specialized expertise will be billed at the below rates.

Billing Title	Billing Rate
Technical Expert 9	375
Technical Expert 8	355
Technical Expert 7	335
Technical Expert 6	315
Technical Expert 5	305
Technical Expert 4	285
Technical Expert 3	265
Technical Expert 2	245
Technical Expert 1	225

#### **REIMBURSABLE EXPENSES**

Reimbursable Expense shall mean actual expenses incurred for travel, meals, subconsultants, shipping, and other incurred expense. If negotiated with Owner in the contract, HDR will add an agreed to percentage mark-up to subconsultant invoices to cover administrative expenses and vicarious liability. Specialty equipment charges apply to specific equipment used on the project.

Expense	Rate
Traffic Counting Equipment	\$120.00 per hour
Survey/GPS Equipment	\$50.00 per hour
Robotic Total Station	\$50.00 per hour
Side-by-Side Utility Vehicle	\$25.00 per hour
Handheld GPS	\$20.00 per hour
Drone	\$275.00 per day
HDR Vehicle Mileage	\$0.88 per mile
Personal Vehicle Mileage	IRS rate per mile
<b>Printing (in-house)</b>	
B&W 8.5x11	\$0.0857 each
Color 8.5x11	\$0.1801 each
B&W 11x17	\$0.1714 each
Color 11x17	\$0.3602 each
Plots Bond	\$0.55 per sq. ft.







REPORT OF ACTIONUTILITY COMMITTEE

(31)

Project No. SW 23-01

Type: Engineering Task Order Amendment #3  
Cell 21 Design and Construction Observation

Location: Solid Waste Division - Landfill

Date of Hearing: 10/08/2025

<u>Routing</u>	<u>Date</u>
City Commission	10/13/2025
Project File	Cell 21 Design and Construction Observation

Scott Olson, Solid Waste Utility Director, presented the attached **Task Order Amendment #3 from Stantec for Professional Engineering Services relative to Project SW 23-01**, Design and Construction Observation for Cell 21 Waste Excavation and Construction. The current task order amount is \$546,418.75 following amendment #2, which was approved by City Commission in January of 2025. The scope of services for this task order amendment include;

1. Amendment to currently approved Construction Project Management (Task 3) task to include the following:

Preparation of a slope repair plan, coordination with the NDDEQ, the City and a third-party reviewer to facilitate approval of the plan, and additional time for the contractor to complete the project and slope repair.

2. Amendment to currently approved Resident Project Representative (Task 4) to include the following:

Additional time for contractor to complete the project and slope repair

The above adjustments to tasks 3 and 4 are based on the revised schedule to finish project with slope repair which includes an additional 10 weeks of construction, assuming 9 weeks of part-time oversight and 2 weeks of full-time oversight.

The total cost for this amendment is **\$54,108.05**.


Engineering services for the Cell 21 project are funded through the North Dakota Clean Water State Revolving Fund Program (CWSRF #380715-10).

MOTION:

On a motion by Mark Miller, seconded by Troy Hall, the Utility Committee voted to approve Task Order Amendment #3 from Stantec for engineering services related to Project SW 23-01 Cell 21 Design and Construction Observation.

<u>COMMITTEE:</u>	<u>Present</u>	<u>Yes</u>	<u>No</u>	<u>Unanimous</u>
Denise Kolpack, City Commissioner	X	X		X
Bruce Grubb, City Administration	X	X		
Brenda Derrig, Assistant City Administrator	X	X		
Thomas Knaukmus, City Engineer (Nathan Boerboom)	X	X		
Susan Thompson, Director of Finance	X	X		
Brian Ward, Water Plant Supt.	X	X		
Mark Miller, Wastewater Plant Supt.	X	X		
Scott Liudahl, City Forester	X	X		
James Hausauer, Wastewater Util. Director	X	X		
Troy Hall, Water Utility Director	X	X		
Ben Dow, Public Works Operations Director	X	X		
Scott Olson, Solid Waste Utility Director	X	X		
Daniel Portlock, Water Utility Engineer	X	X		

ATTEST:

  
 Scott Olson, PE  
 Solid Waste Utility Director

C: Tim Mahoney, Mayor  
 Commissioner Piepkorn  
 Commissioner Turnberg  
 Commissioner Strand





**To: Utility Committee**  
**From: Scott Olson, Solid Waste Utility Director**  
**Date: October 2, 2025**  
**Subject: Amendment #3 to Stantec Task Order SW 23-01; Cell 21 Design and Construction Observation**

---

Task Order **SW 23-01** is for the Design and Construction Observation for the Cell 21 project. After previous amendments, the current task order amount is \$546,418.75.

Attached for your reference is a proposed amendment to the Task Order from Stantec for professional engineering services related to Project SW 23-01. In November of 2024, the project experienced a slope failure on the south side of the project boundary requiring additional construction time and engineering services to re-design and complete the project. The scope of services for this task order amendment include;

1. Amendment to currently approved Construction Project Management (Task 3) task to include the following:

Preparation of a slope repair plan, coordination with the NDDEQ, the City and a third-party reviewer to facilitate approval of the plan, and additional time for the contractor to complete the project and slope repair.

2. Amendment to currently approved Resident Project Representative (Task 4) to include the following:

Additional time for contractor to complete the project and slope repair

The above adjustments to tasks 3 and 4 are based on the revised schedule to finish project with slope repair which includes an additional 10 weeks of construction, assuming 9 weeks of part-time oversight and 2 weeks of full-time oversight.

The total cost for this amendment is **\$54,108.05**.

Industry standards for similar landfill project design, management and construction oversight are typically 8 to 10% of construction costs; Stantec's proposed cost is approximately 8.15% of the current construction costs.

Engineering services for the project utilize the North Dakota Clean Water State Revolving Fund (CWSRF) loan #380715-10.

### **Recommendation**

Approve the attached amendment with Stantec for task order SW 23-01 in the amount of \$54,108.05 to provide Engineering Services for Project SW 23-01 funded through the CWSRF program.





Stantec Consulting Services Inc.  
3303 Fiechtner Drive, Suite 100  
Fargo ND 58103-8726

August 19, 2025

Project/File: 227705930

**Scott Olson**

2301 7th Avenue North  
Fargo, North Dakota 58102

Dear Scott,

**Reference: Cell 21 Stantec Task Order Amendment (SW23-01)**

Stantec has prepared the attached amendment to Stantec's task order for Cell 21 Design and Construction Observation (Task Order Amendment No. 3). In November of 2024, following a large rain event, the southern slope of Cell 18 adjacent to the construction area experienced a failure which impacted the remaining construction timeline for Cell 21. Repairs within the construction area included installation of a soil buttress and related work to facilitate completion of the construction project to allow for future waste filling within Cell 21. The City of Fargo previously executed a change order with the general contractor, Excavating Inc., for completion of the slope repair work and Cell 21 construction. Stantec's proposed task amendment is consistent with the executed construction change order and the extended timeline granted to Excavating Inc. to complete the work.

Two prior task amendments have been approved for the project, with the first amendment extending construction observation for an additional 13 weeks at 50 hours per week, and the second amendment extending construction observation for a total of 13 weeks (11 weeks at 20 hours per week and 2 weeks at 50 hours per week). The second amendment also included budget to complete a documentation report for the second phase of Cell 21 construction. Not including the budget for the documentation report, the second task order amendment came to an average cost of \$4,397.18 per week for the additional construction observation work. With execution of Change Order 3, Excavating Inc.'s schedule was increased by 10 weeks. Consistent with the previously executed Task Order Amendment No. 2 costs, Stantec is requesting a total budget for the additional construction observation effort of \$43,971.80 (10 weeks at \$4,397.18 per week).

Related to the slope repair, additional design services were also requested by the City of Fargo to assist with the slope failure in Cell 18/21. This assistance included modeling of the failed slope, preparation of a repair plan, modeling the repair plan, development of a design memo with plan sheet attachments, and coordination with the NDDEQ, City of Fargo, and a third-party reviewer. Ultimately the repair plan was approved by NDDEQ to facilitate the completion of the slope repair and Cell 21 construction project. The fees associated with the additional design services were a total of \$10,136.25.

The combined request for the task order amendment is \$54,108.05.

Regards,

**STANTEC CONSULTING SERVICES INC.**



Reference: Cell 21 Task Order Amendment

A handwritten signature in black ink, appearing to read "Ethan Ketelsen". The signature is fluid and cursive, with a long horizontal stroke at the end.

**Ethan Ketelsen**

Associate, Project Manager

Phone: (763) 479-5187

Mobile: (763) 657-9598

[ethan.ketelsen@stantec.com](mailto:ethan.ketelsen@stantec.com)

Attachment: EJCDC task order amendment  
Excavating Inc. schedule



This is **EXHIBIT K**, consisting of 2 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services – Task Order Edition** dated January 1, 2021.

**Amendment No. 3 To Task Order No. SW23-01**

---

**1. Background Data:**

- a. Effective Date of Task Order: August 19, 2025
- b. Owner: City of Fargo – Division of Solid Waste
- c. Engineer: Stantec
- d. Specific Project: Cell 21 Design and Construction Observation

**2. Description of Modifications**

- a. The Scope of Services currently authorized to be performed by Engineer in accordance with the Task Order and previous amendments, if any, is modified as follows:
  - 1. Amendment to currently approved Construction Project Management (Task 3) task to include the following:

Preparation of a slope repair plan, coordination with the NDDEQ, the City and a third-party reviewer to facilitate approval of the plan, and additional time for the contractor to complete the project and slope repair.
  - 2. Amendment to currently approved Resident Project Representative (Task 4) to include the following:

Additional time for contractor to complete the project and slope repair.
- b. The adjustments above are based on the revised contractor schedule to finish the original project scope and the slope repair (substantial completion now August 30, 2025). The contractor's revised schedule includes an additional 10 weeks of construction. This amendment will cover the additional 10 weeks of construction. We have assumed part-time oversight for 8 weeks and 2 weeks of full-time oversight during clay and HDPE liner construction, using the same average weekly rate as Task Order Amendment No. 2.

**3. Task Order Summary (Reference only)**

- a. Original Task Order amount: \$ 333,534.70
- b. Net change for prior amendments: \$ 212,884.05
- c. This amendment amount: \$ 54,108.05
- d. Adjusted Task Order amount: \$ 600,526.80

---

**Exhibit K – Amendment to Task Order**

EJCDC® E-505, Agreement Between Owner and Engineer for Professional Services – Task Order Edition.  
Copyright © 2014 National Society of Professional Engineers, American Council of Engineering Companies,  
and American Society of Civil Engineers. All rights reserved.



The foregoing Task Order Summary is for reference only and does not alter the terms of the Task Order.

Owner and Engineer hereby agree to modify the above-referenced Task Order as set forth in this Amendment. All provisions of the Agreement and Task Order not modified by this, or previous Amendments remain in effect. The Effective Date of this Amendment is August 19, 2025.

OWNER:


By: \_\_\_\_\_

Title: \_\_\_\_\_

Date \_\_\_\_\_

Signed: \_\_\_\_\_

ENGINEER:

By: Ethan Ketelsen 

Title: Associate, Project Manager

Date August 19, 2025

Signed: \_\_\_\_\_



# REPORT OF ACTION

## UTILITY COMMITTEE

APPROVED BY THE BOARD  
OF CITY COMMISSIONERS

7/7/25

Project No. SW 23-04

Type: Change Order

Location: Solid Waste Division – Landfill

Date of Hearing: 06/25/25

Routing	Date
City Commission	07/07/25
Project File	SW 23-04 Cell 21 Waste Excavation and Construction

Scott Olson, Solid Waste Utility Director, presented the attached Change Order related to repair made to the damaged area on the south slope of the Cell 21.

In November of 2024 following a large rain event the southern slope of the excavation site for Cell 21 construction experienced a failure. Following intensive geotechnical analysis a plan to repair the slope and complete the project was developed. Change Order 2 with Excavating Inc includes the slope repair and all necessary equipment to complete the project. This project is funded utilizing North Dakota Clean Water State Revolving Funds (CWSRF) loan #380715-11.

Current contract bid price, change orders and adjusted contract price are as follows:

Contractor	Approved Contract Original	Current Change Orders	New Substantial Completion Date	Adjusted Contract Price
Excavating Inc.	\$6,165,624.20			
CO 1 - West Slope Repair on Cell 20		\$569,910.72	Nov. 30, 2024	
CO 2 - Cell 21 South Slope Repair		\$634,077.00	Aug. 31, 2025	
				\$7,369,611.92

A detailed summary of each change order has been included in the memorandum to the Utility Committee for your review.

### MOTION:

On a motion by Mark Miller, seconded by Dan Portlock, the Utility Committee voted to approve the contract change order with Excavating Inc for project SW 23-04 in the amount of \$634,077.00 for the emergency slope repair as described in the attached memo.

### COMMITTEE:

	Present	Yes	No	Unanimous
Denise Kolpack, City Commissioner				X
Thomas Knaukmuhs, City Engineer	X	X		
Susan Thompson, Interim City Finance Director	X	X		
Bruce Grubb, City Administration	X	X		
Brian Ward, Water Plant Supt.	X	X		
Mark Miller, Wastewater Plant Supt.	X	X		
Scott Liudahl, City Forester	X	X		
James Hausauer, Wastewater Util. Director	X	X		
Troy Hall, Water Utility Director	X	X		
Ben Dow, Public Works Operations Director	X	X		
Scott Olson, Solid Waste Utility Director	X	X		
Daniel Portlock, Water Utility Engineer	X	X		

### ATTEST:

Scott Olson, PE  
Solid Waste Utility Director

C Tim Mahoney, Mayor  
Commissioner Kolpack  
Commissioner Piepkorn  
Commissioner Strand



**To:** Utility Committee  
**From:** Scott Olson, Solid Waste Utility Director  
**Date:** June 30, 2025  
**Subject:** Project SW 23-04 – Cell 21 Waste Excavation and Construction Change Order 3

On October 2, 2023, the Commission approved the award of the Cell 21 Waste Excavation and Construction Project SW 23-04 to Excavating Inc. in the amount of **\$6,165,624.20**.

With previous change orders, the current contract complete date and amount is:

Contract	Contractor	Substantial Completion Date	New Contract Amount
Cell 21 Waste Exc. & Construction	Excavating Inc.	June 19, 2025	<b>\$6,735,534.92</b>

The following table shows the cost for the proposed change orders and associated change in the substantial completion date during this approval period (monthly):

Change Order	Description	Change in Sub. Completion Date	Change in Amount
Cell 21 Slope Repair	Repair to southern slope	72 Days	<b>\$634,077.00</b>
		<b>Total</b>	<b>\$632,357.00</b>

With Change Order approval, the updated contract amounts and completion dates would be:

Contract	Contractor	Substantial Completion Date	New Contract Amount
Cell 21 Waste Exc. & Construction	Excavating Inc.	August 30, 2025	<b>\$7,367,891.92</b>

#### Detailed Summary of Change Orders

The project cost and time impacts for the proposed changes are as follows:

#### **Change Order #3 – Cell 21 Slope Repair**

In November of 2024, Excavating Inc was nearing completion of excavation activities and preparing the site for installation of clay liner. Immediately following a large rain event the southern slope of the construction area experienced a failure in which material from within the Cell 18 area (directly south Cell 21) settled and forced a large amount of soils into the Cell 21 construction area.

Following a geotechnical evaluation and discussions with the North Dakota Department of Environmental Quality it was decided that to best repair the area we install a soil buttress at the south end of Cell 21 through the tie-in location of Cells 21 & 18, which would effectively become



the cell floor. Above the soil buttress would then be the clay liner, synthetic liner and granular drainage layer. The major work required in this change order would be;

- 33,500 cubic yards of controlled fill
- 10,800 square yards of clay subliner
- 10,800 square yards of synthetic (60 Mil HDPE) liner
- 10,800 square yards of granular drainage layer

With the addition of this work there will be an adjustment to final quantities related to the original contract which is estimated to be approximately \$180,000 in cost savings. Moving forward the City will be committing to additional geotechnical analysis during excavation and construction activities on adjacent slopes.

Cost: \$632,357.00

Added Contract Time: 72 Days

Reason: Owner requested emergency repair to failed slope

The Cell 21 project is financed through the CWSRF program (#380715-11).

**Process for Amending the Contract Documents: Changes in the Work**

As provided in the specifications, and to avoid substantial construction schedule delays, Work Change Directives (WCD) were issued for the additional work described above. Acceptance of WCD's by Solid Waste (City) staff are provided after review and negotiation following Contractor proposal requests and submittal. WCD's are incorporated in subsequent Change Orders through formal Utility Committee and City Commission approval on this project.

**SUGGESTED MOTION:**

Approve the contract Change Order with Excavating, Inc. for project SW 23-04 as described above.

**Attachment**

cc: Steve Sprague, City Auditor  
Sam Mauch, Stantec  
Dustin Halsne, Landfill Supervisor



Date of Issuance: 06/18/25  
 Owner: City of Fargo Division of Solid Waste  
 Contractor: Excavating, Inc.  
 Engineer: Stantec, Inc.  
 Project: Cell 21 Waste Excavation and Construction

Effective Date: 06/18/25  
 Owner's Contract No.: SW 23-04  
 Contractor's Project No.:  
 Engineer's Project No.: 227705930  
 Contract Name: Cell 21 Waste  
 Excavation and Construction

The Contract is modified as follows upon execution of this Change Order:

Description: Cell 21 Revised Design and Slope Repair

Attachments: See the attached "Cell 21 Slope Repair Work Proposal"

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIMES
Original Contract Price:  \$ <u>6,165,624.20</u>	Original Contract Times: Substantial Completion: <u>October 31, 2024</u> Ready for Final Payment: <u>November 30, 2024</u> days
Increase from previously approved Change Orders No. <u>1</u> to No. <u>2</u> :  \$ <u>569,910.72</u>	Increase from previously approved Change Orders No. <u>1</u> to No. <u>2</u> : Substantial Completion: <u>231</u> Ready for Final Payment: <u>231</u> days
Contract Price prior to this Change Order:  \$ <u>6,735,534.92</u>	Contract Times prior to this Change Order: Substantial Completion: <u>June 19, 2025</u> Ready for Final Payment: <u>July 19, 2025</u> dates
Increase of this Change Order:  \$ <u>632,357.00</u>	Increase of this Change Order: Substantial Completion: <u>72</u> Ready for Final Payment: <u>73</u> days
Contract Price incorporating this Change Order:  \$ <u>7,367,891.92</u>	Contract Times with all approved Change Orders: Substantial Completion: <u>August 30, 2025</u> Ready for Final Payment: <u>September 30, 2025</u> dates

RECOMMENDED:  
 By: Samuel M. Munch  
 Engineer (if required)  
 Title: Project Manager  
 Date: 06/18/2025

ACCEPTED:  
 By: [Signature]  
 Owner (Authorized Signature)  
 Title: Mayor  
 Date: 7-7-25

ACCEPTED:  
 By: [Signature]  
 Contractor (Authorized Signature)  
 Title: Estimator/Project Manager  
 Date: June 18, 2025

Approved by Funding Agency (if applicable)

By: \_\_\_\_\_  
 Title: \_\_\_\_\_

Date: \_\_\_\_\_



32

September 30, 2025

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

Dear Commissioners:

Attached is the Concordia College U-Pass Fee Agreement for the 2025-2026 academic year. The U-Pass Program is subsidized by Concordia College through the attached agreement. Current Concordia students, staff, and faculty ride MATBUS fixed routes for free through this program.

**Recommended motion:** Approve the attached U-Pass agreement.

Sincerely,



Cole Swingen  
Assistant Transit Director – Operations  
City of Fargo



## AGREEMENT

THIS AGREEMENT is made and entered into this 22 day of September 2025, by and between the City of Fargo, a North Dakota municipal corporation ("City"), and Concordia College ("Concordia").

WHEREAS, the parties desire to increase transit system participation by students, faculty and staff so as to reduce vehicle congestion in the college area.

NOW, THEREFORE, it is agreed between the parties as follows:

### 1. DUTIES

#### a. THE CITY'S DUTIES.

All enrolled Concordia students regardless of full or part-time status, class standing, or location of residence shall be authorized to ride any fixed route within the Fargo-Moorhead Metropolitan Area Transit system free of charge. This service is referred to as the "U-Pass Program", or simply as "U-Pass." To be eligible for participation, students must swipe a current Concordia College ID ("Cobber ID Card") at the time of boarding.

In addition, the City will work with Concordia shortly after the 30<sup>th</sup> class day of each semester to ensure that only currently enrolled students are being allowed free bus access and students no longer enrolled are being blocked from free bus access.

#### b. CONCORDIA'S DUTIES.

Concordia shall work with the City shortly after the 30<sup>th</sup> class day of each semester to ensure that only currently enrolled students are being allowed free bus access and students no longer enrolled are being blocked from free bus access.

### 2. CONSIDERATION AND TERMS OF PAYMENT.

- a. Consideration for all services performed by the City pursuant to this Agreement will be paid by Concordia as follows:

Upon receiving invoices, Concordia College will pay the City of Fargo nine thousand eight hundred seventy-nine dollars and eleven cents (\$9,879.11) on November 1, 2025, nine thousand eight hundred seventy-nine dollars and eleven cents (\$9,879.11) on March 1, 2026.

3. CONDITIONS OF PAYMENT. All services provided by the City pursuant to this Agreement must be performed in accordance with reasonable standards expected of a transit provider. Concordia's Authorized Representative may review and reasonably determine whether the services meet such standard. If Concordia determines that any portion of the services does not meet the requirements, the City shall be given a reasonable opportunity to correct or complete the services before any payment may be withheld.

4. TERMS OF AGREEMENT. This Agreement will be effective August 27, 2025, or upon the date that the final required signature is obtained by the City, whichever occurs earlier, and will remain



in effect until August 16, 2026, or until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.

5. CANCELLATION. This Agreement may be cancelled by either party at any time, with or without cause, upon thirty (30) days written notice to the other party. In the event of such a cancellation, the party providing work or services to the other party will be entitled to payment, determined on a pro rata basis, for work or services satisfactorily performed.

6. AUTHORIZED REPRESENTATIVES.

- a. The City's Authorized Representative for the purposes of administration of this Agreement is:

Name and Title: Julie Bommelman, Transit Director  
Address: Metro Transit Garage, 650 23<sup>rd</sup> Street North, Fargo, ND 58102  
Telephone: 701-476-6686  
E-Mail: [jbommelman@fargond.gov](mailto:jbommelman@fargond.gov)  
Fax: 701-241-8150

- b. Concordia's Authorized Representative for the purpose of administration of the Agreement is:

Name and Title: Chad Lystad, Assistant Dean/Director of Student Engagement  
Address: 901 8th Street S., Moorhead, MN 56562  
Telephone: 218-299-4516  
E-Mail: [clystad@cord.edu](mailto:clystad@cord.edu)

Each Authorized Representative will have final authority for acceptance of services of the other party and will have responsibility to ensure that all payments due to the other party are made pursuant to the terms of this Agreement.

7. ASSIGNMENT. Neither party may assign nor transfer any rights or obligations under this Agreement without the prior written consent of the other party.
8. AMENDMENTS. Any amendments to this Agreement must be in writing, and must be executed by the same parties who executed the original agreement, or their successors in office.
9. LIABILITY. Each party will be responsible for its own acts and the results thereof to the extent authorized by law and will not be responsible for the acts of any others and the results thereof.
10. PUBLICITY. Any publicity given the program, publications, or services provided resulting from this Agreement, including, but not limited to, notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for either party, or its employees individually or jointly with others, or any subcontractors must not be released prior to approval by the other party's authorized representative.
11. FERPA. The parties additionally acknowledge that the Family Educational Rights and Privacy Act, 20 U.S.C. 1232g and 34 C.F.R. 99, apply to the use and disclosure of education records that are created or maintained under this Agreement.



12. OTHER PROVISIONS.

NONE

The rest of this page intentionally left blank. Signature page to follow.



IN WITNESS WHEREOF, the parties have caused this agreement to be duly executed intending to be bound thereby.

**Concordia College**

**City of Fargo**

  
\_\_\_\_\_

\_\_\_\_\_  
Dr. Timothy J. Mahoney, Mayor

By: Chad Lysted

Its: Asst Dean & Students/Director of Engagement

Date: 9/26/25

Date: \_\_\_\_\_

Attest:

\_\_\_\_\_  
Steven Sprague, City Auditor





(33)

**Water Treatment Plant**  
435 14th Avenue South  
Fargo, ND 58103  
Office: 701.241.1469 | Fax: 701.241.8110  
[www.FargoND.gov](http://www.FargoND.gov)

October 7<sup>th</sup>, 2025

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

Proposal Award for RO CIP Hot Water Project (RFP25250)

Commissioners:

On October 2<sup>nd</sup>, 2025, Water Utility staff received and opened proposals for the RO CIP Hot Water Project (RFP25250) that will supply hot water to several treatment processes in the Fargo Water Treatment Plant. Two proposals were submitted and received by the deadline.

The results were as follows:

<u>Firm</u>	<u>Price Each</u>
Metropolitan Mechanical Contractors	\$103,975.00
Wrigley Mechanical	\$115,750.00

The review committee, consisting of Dan Portlock, Brian Ward, Dale Tretter, Greg Larson, and Nic Sauer determined that the proposals were compliant. Metropolitan Mechanical Contractors met all required specifications, had a proposed price within budget, and ranked higher on the scoring sheet of the RFP. It is in the 2025 budget and funded through our renewal and rehab budget line item. Our recommendation is to award based on the proposal from Metropolitan Mechanical Contractors.

SUGGESTED MOTION:

Approve the recommendation to award Metropolitan Mechanical Contractors to complete the RO CIP Hot Water Project at the Water Treatment Plant for \$103,975.00.

Respectfully Submitted,

Dan Portlock, PE  
Assistant Water Utility Director



## RFP25250 - RO CIP Hot Water Project

### Scoring Summary

#### Active Submissions

	Total	Qualifications and Experience	Work Plan	Total Cost
Supplier	/ 100 pts	/ 35 pts	/ 30 pts	/ 35 pts
Metropolitan Mechanical Contractors	100	35	30	35
Wrigley Mechanical	89	35	28.8	25.2





**Water Treatment Plant**  
435 14th Avenue South  
Fargo, ND 58103  
Office: 701.241.1469 | Fax: 701.241.8110  
[www.FargoND.gov](http://www.FargoND.gov)

(34)

October 8, 2025

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

**Subject:** Clean Water State Revolving Fund (CWSRF) and Drinking Water State Revolving Fund Loan (DWSRF)  
Loan Resolutions – Department of Transportation Federal Aid Projects

Dear Commissioners:

Water Reclamation and Water Utility staff are seeking approval of the attached loan resolutions: Clean Water State Revolving Fund (CWSRF) and Drinking Water State Revolving Fund (DWSRF). Dorsey & Whitney LLP, our bond counsel, drafted the proposed CWSRF and DWSRF loan resolutions. These resolutions have previously been approved by the City Commission, but there were additional edits afterwards.

These loans will help fund infrastructure improvements over the next four years under the Department of Transportation (DOT) Federal Aid Projects – led by the Engineering Department for the City of Fargo. Each of the loans – CWSRF and DWSRF - are in the amount of \$20 million dollars. Both loans were approved by the North Dakota Industrial Commission (see attached letter from the North Dakota Public Finance Authority).

Under DOT Federal Aid Projects from 2025-2028, the following projects are scheduled (see attached maps):

- 2025: 32<sup>nd</sup> Avenue
- 2026: Remaining portion of 32<sup>nd</sup> Avenue
- 2026: Main Avenue
- 2027: 17<sup>th</sup> Avenue from 25<sup>th</sup> Street to University
- 2028: 1<sup>st</sup> Avenue North from Roberts to 10<sup>th</sup> Street

Funding the DOT Federal Aid Projects with loans instead of cash will make annual payments more manageable and keep wastewater and water rates lower for our customers. The projects and loans are in the Financial Models for both Water Reclamation and Water utilities.

Your consideration is greatly appreciated in this matter.

Sincerely,

James Hausauer  
Water Reclamation Utility Director

Troy B. Hall  
Water Utility Director



**SUGGESTED MOTION:**

**Approve resolutions for both Clean Water State Revolving Fund and Drinking Water State Revolving Fund loans in amount of \$20 million each to fund the water infrastructure portion of Department of Transportation Federal Aid Projects from 2025-2028.**



Industrial Commission  
of North Dakota

Kelly Armstrong  
GOVERNOR

Drew H. Wrigley  
ATTORNEY GENERAL

Doug Goehring  
AGRICULTURE COMMISSIONER



Public Finance Authority

June 26, 2025

Troy Hall  
City of Fargo  
thall@fargond.gov

Dear Troy Hall,

The City of Fargo's requested loan in the amount of \$20,000,000 was approved on June 26, 2025. The financing will be provided under the **Clean Water State Revolving Fund Program**. This loan approval is contingent upon the ND Department of Environmental Quality determining project eligibility and expires in one year. If any other conditions to loan approval are known as of the date of this letter, an attachment will be included. If the first draw of funds is not made within one year of the date of approval, the applicant must submit a new application for consideration by the PFA.

We are providing a copy of this letter and a preliminary debt service schedule to your bond counsel. Please contact your bond counsel to discuss and coordinate the completion of the loan documents.

A copy of the annual or biennial audited financial statements, or the annual report, as appropriate under N.D.C.C.' 54-10-14, **must be submitted to the Public Finance Authority every year that the loan is outstanding**. This requirement is set out in the loan agreement.

Please feel free to call us or your bond counsel if you have any questions concerning the loan closing.

Sincerely,

Benita Eberts, CPA  
Business Manager  
beberts@nd.gov  
701-328-7120

cc: Dorsey & Whitney LLP ([hanson.jennifer@dorsey.com](mailto:hanson.jennifer@dorsey.com), [tonolli.kara@dorsey.com](mailto:tonolli.kara@dorsey.com))  
Steve Sprague, City Auditor, ([ssprague@fargond.gov](mailto:ssprague@fargond.gov))  
Susan Thompson, Finance Director, ([sthompson@fargond.gov](mailto:sthompson@fargond.gov))



**Borrower: City of Fargo**

**Loan approval subject to the following Condition:**

ND Department of Environmental Quality:

- Receipt of the engineering agreement
- Approval of the Facility Plan with Engineering Stamp
- Completion of the environmental review process
- Approval of the plans and specifications
- Review of bid documents and authorization to award



Kelly Armstrong  
GOVERNOR

Drew H. Wrigley  
ATTORNEY GENERAL

Doug Goehring  
AGRICULTURE COMMISSIONER



## Public Finance Authority

June 26, 2025

Troy Hall  
City of Fargo  
thall@fargond.gov

Dear Troy Hall,

The City of Fargo's requested loan in the amount of \$20,000,000 was approved on June 26, 2025. The financing will be provided under the **Drinking Water State Revolving Fund Program**. This loan approval is contingent upon the ND Department of Environmental Quality determining project eligibility and expires in one year. If any other conditions to loan approval are known as of the date of this letter, an attachment will be included. If the first draw of funds is not made within one year of the date of approval, the applicant must submit a new application for consideration by the PFA.

We are providing a copy of this letter and a preliminary debt service schedule to your bond counsel. Please contact your bond counsel to discuss and coordinate the completion of the loan documents.

A copy of the annual or biennial audited financial statements, or the annual report, as appropriate under N.D.C.C.' 54-10-14, **must be submitted to the Public Finance Authority every year that the loan is outstanding**. This requirement is set out in the loan agreement.

Please feel free to call us or your bond counsel if you have any questions concerning the loan closing.

Sincerely,

Benita Eberts, CPA  
Business Manager  
beberts@nd.gov  
701-328-7120

cc: Dorsey & Whitney LLP ([hanson.jennifer@dorsey.com](mailto:hanson.jennifer@dorsey.com), [tonolli.kara@dorsey.com](mailto:tonolli.kara@dorsey.com))  
Steve Sprague, City Auditor, ([ssprague@fargond.gov](mailto:ssprague@fargond.gov))  
Susan Thompson, Finance Director, ([sthompson@fargond.gov](mailto:sthompson@fargond.gov))



**Borrower: City of Fargo**

**Loan approval subject to the following Condition:**

ND Department of Environmental Quality:

- Receipt of the engineering agreement
- Approval of the Facility Plan with Engineering Stamp
- Completion of the environmental review process
- Approval of the plans and specifications
- Review of bid documents and authorization to award



CITY OF FARGO, STATE OF NORTH DAKOTA  
RESOLUTION AUTHORIZING THE ISSUANCE AND SALE OF  
\$20,000,000  
CITY OF FARGO SALES TAX AND SEWER REVENUE BOND

RECITATIONS

The City of Fargo, North Dakota (the “City”), hereby recites that by resolution of its governing body the City has:

1. Found and determined that it is necessary for the City to plan, design and construct improvements to the wastewater treatment facility consisting of 2025-2028 federal aid projects, as further described in the City’s application to the Department, as defined hereinafter (the “Project”).
2. Directed its engineer to prepare a report as to the general nature, purpose and feasibility of the Project and an estimate of the probable cost of the Project.
3. After receiving and approving the engineer’s report, directed the engineer to prepare detailed plans and specifications for construction of the Project.
4. Approved the engineer’s detailed plans and specifications for construction of the Project and caused a copy of such plans and specifications to be filed in the office of the City Auditor.
5. By publication, advertised for bids for construction of the Project.
6. Opened and made public the bids, entered them in the minutes of the meeting of the governing body at which they were considered and caused them to be kept by the City Auditor.
7. After requiring the engineer to make a careful and detailed statement of the estimated cost of the Project, awarded the contract to the lowest responsible bidder and approved the contractor’s performance bond.
8. Applied to the North Dakota Department of Environmental Quality (the “Department”) and the North Dakota Public Finance Authority (the “Public Finance Authority”) for financial assistance to finance costs of the Project, which application has been approved.
9. Performed all other acts required by the Constitution and laws of North Dakota prerequisite to the issuance and sale of revenue bonds and required by the Home Rule Charter and ordinances of the City of Fargo for the purpose of providing money to pay for the cost of the Project in the manner required of the City by law with full power and authority conferred on it as a political subdivision and municipality of North Dakota.



10. Enacted City Code Article 3-20, dedicating the revenues raised and collected pursuant to the sales and use tax imposed and collected pursuant to said article to infrastructure capital improvements (including sewerage system improvements) (the “Sales Tax”).

## RESOLUTION

Be it resolved by the governing body of the City:

### SECTION 1. Authorization and Sale.

1.01. Ratification of Prior Acts. All acts performed, resolutions, motions, or ordinances adopted or passed, and all publications incidental to the construction and financing and refinancing of the Project, whether or not reflected in the official minutes and records of the City, are hereby ratified and confirmed, and all resolutions and other acts or proceedings of the City which are in any way inconsistent with this Resolution are hereby amended to the extent necessary to give full force and effect to this Resolution.

1.02. Authorization. It is hereby found and determined to be necessary for the City to issue \$20,000,000 in principal amount of its CITY OF FARGO SALES TAX AND SEWER REVENUE BOND (the “Municipal Securities”), pursuant to N.D.C.C. ch. 40-35, Article 3(S) of the Home Rule Charter, and Article 3-20 of the Fargo Municipal Code of Ordinances, as amended, upon the terms as set forth in this Resolution for the purpose of constructing the Project and paying related costs of issuance.

1.03. Offer and Acceptance. The governing body of the City, in response to its application for financial assistance from the Department and the Public Finance Authority, has received an offer from the Public Finance Authority, subject to the approval of the Industrial Commission of North Dakota, to purchase the Municipal Securities at a price equal to the principal amount plus accrued interest, if any, to the date of purchase, which offer is more fully set out in a Loan Agreement to be entered into between the City and the Public Finance Authority (the “Loan Agreement”). It is hereby found and determined that the offer of the Public Finance Authority to purchase the Municipal Securities is reasonable and advantageous to the City and is hereby accepted, and the Loan Agreement, in substantially the form presented to the City at this meeting, is hereby accepted and authorized to be executed on behalf of the City by its Mayor and City Auditor (the “Authorized Officers”), with such modifications as may be approved by the Authorized Officers. The Authorized Officers are authorized and directed to execute the Loan Agreement and to deliver it to the Public Finance Authority, which execution and delivery shall be conclusive evidence of the approval of any modifications with respect to the Loan Agreement.

### SECTION 2. Term of Bonds.

2.01. Form. The Municipal Securities issued under this Resolution shall be designated CITY OF FARGO SALES TAX AND SEWER REVENUE BOND, and shall be issued to the Public Finance Authority in the form of a single registered Municipal Security in substantially the form as attached hereto as Exhibit A.



2.02. Terms. The City authorizes the issuance of the Municipal Securities in the aggregate principal amount not to exceed \$20,000,000, dated the date of issuance and delivery to the Public Finance Authority.

The Municipal Securities shall bear interest commencing on the date of delivery thereof at the rate of 1.50% per year (plus an administrative fee as set out in the Loan Agreement), with principal payable in installments on September 1 of each of the years and in accordance with "Attachment A" attached to Exhibit A to this Resolution, subject however to the final amortization schedule to be attached to the Municipal Securities upon the final loan advance in accordance with Section 2.02 of the Loan Agreement. Interest shall be payable semiannually on each March 1 and September 1 commencing March 1, 2026 (or, if the Municipal Securities have not been delivered by such date, the first March 1 or September 1 thereafter). Interest will be payable only on funds actually advanced to the City by the Public Finance Authority as a draw on the Municipal Securities. The schedule below and attached to the Municipal Securities will be revised to reflect the actual principal amount loaned to the City at the completion of the Project.

2.03. Payment to Registered Holders. The principal of and interest on the Municipal Securities shall be payable to the registered holder thereof at the address appearing on the registration books of the registrar in any coin or currency of the United States of America, which on the respective dates of payment is legal tender for the payment of public or private debts or by check or draft delivered to the registered holder thereof at the address appearing on the registration books of the registrar.

2.04. Registration. The Municipal Securities shall be registered as to both principal and interest and shall be initially registered in the name of and payable to the North Dakota Public Finance Authority. While so registered, principal of and interest on the Municipal Securities shall be payable at the office of the Bank of North Dakota, in Bismarck, North Dakota (the "Bank"), or such other place as may be designated by the Public Finance Authority in writing, delivered to the Bond Registrar. The Bank shall act as Bond Registrar and as such shall establish and maintain a register for the purpose of recording the names and addresses of the registered holders or assigns, and the date of such registration.

2.05. Transfer and Exchange. The Municipal Securities are transferable upon the books of the City at the principal office of the Bank of North Dakota, as bond registrar, or a successor bond registrar appointed by the Bank of North Dakota (the "Bond Registrar"), by the registered owner thereof in person or by his attorney duly authorized in writing upon surrender thereof together with a written instrument of transfer satisfactory to the Bond Registrar, duly executed by the registered owner or his attorney; and may also be surrendered in exchange for Municipal Securities of other authorized denominations. Upon such transfer or exchange, the City will cause new Municipal Securities to be issued in the name of the transferee or registered owner, of the same aggregate principal amount, bearing interest at the same rate and maturing on the same date, subject to reimbursement for any tax, fee or governmental charge required to be paid with respect to such transfer or exchange. No transfer of Municipal Securities shall be required to be made during the 15 days next preceding an interest payment date, nor during the 45 days next preceding the date fixed for redemption of such Municipal Securities.



2.06. Registered Owner Deemed Owner. The City, the Bond Registrar and the paying agent may deem and treat the person in whose name any Municipal Securities are registered as the absolute owner thereof, whether the Municipal Securities are overdue or not, for the purpose of receiving payment and for all other purposes, and neither the City, the Bond Registrar nor the paying agent shall be affected by any notice to the contrary. The City shall pay the fees and expenses of the Bond Registrar and the paying agent.

2.07. Execution and Delivery. The Municipal Securities shall forthwith be prepared under the direction of the City Auditor and when so prepared shall be executed on behalf of the City by the manual or facsimile signatures of the Mayor and City Auditor and shall be authenticated by the manual signature of the Bond Registrar. When the Municipal Securities have been so executed and authenticated, they shall be delivered by the City to the Public Finance Authority.

2.08. Redemption. The Municipal Securities shall be subject to redemption, in whole or in part, and if in part in principal amounts which are integral multiples of \$5,000, prior to their stated maturity, with the written consent of the Public Finance Authority, at a price equal to the principal amount thereof plus accrued interest to the date of redemption.

2.09. Authorization of Related Documents. The Mayor, City Auditor, and other authorized officers of the City are hereby authorized to execute such additional agreements, certificates, and documents required or appropriate in connection with the issuance of the Municipal Securities and the transactions contemplated by the issuance thereof.

2.10. Draws of Municipal Security Proceeds. The proceeds of the Municipal Securities are irrevocably appropriated to pay expenses necessarily incurred in the construction and completion of the Project and to pay costs associated with the issuance of the Municipal Securities. Draws on the Municipal Securities, in the form of Requisitions for Payment, shall be submitted by the City to the Department from time to time in accordance with procedures established by the Department. Requisitions for Payment approved by the Department shall be forwarded to the Public Finance Authority for approval and funding.

SECTION 3. Source of Payment. The City hereby dedicates and irrevocably pledges the Net Revenues (as defined in Section 4.02 hereof) of the City's wastewater treatment and collection system (the "Sewer Utility") and the Sales Tax (together the "Pledged Revenues") to the payment of the principal of and interest on the Municipal Securities on a parity basis with bonds previously issued or to be issued and secured by a pledge of the Pledged Revenues and permitted herein. The City has previously issued its Sewer Revenue Bonds, Series 2023B and Sewer Revenue Bonds, Series 2023C (the "Outstanding Bonds"; together with the Municipal Securities and any other obligations secured by the Pledged Revenues and on a parity therewith, the "Bonds").

The Pledged Revenues are to be deposited in the funds set forth in Section 4 hereof.

#### SECTION 4. Funds.

4.01. Sewer Utility Fund. The City has created, and will maintain, a SEWER UTILITY FUND (the "Sewer Utility Fund"). The City shall credit and pay to the Sewer Utility Fund, as received, the entire gross revenues derived from the operation of the City's Sewer Utility,



including any future additions thereto and betterments thereof, including all income and receipts derived from rates, fees and charges for services, facilities, products and by-products of the Sewer Utility furnished or sold to the City and its inhabitants and all other customers, and for the availability thereof, and from sale of any of the properties of the Sewer Utility not necessary to be retained, and from the investment of any of the money so collected. On the books and records of the Sewer Utility Fund there shall be established and maintained the following funds as a part of the Sewer Utility Fund. Amounts on deposit in the Sewer Utility Fund from time to time shall be apportioned among said funds at least once in each calendar month and shall thereafter be held and administered and disbursed from the several funds established in this section.

4.02. Operation and Maintenance Fund. The City has created, and will maintain, an OPERATION AND MAINTENANCE FUND (the "Operation and Maintenance Fund"). Upon each such monthly apportionment, as a first lien and charge on the gross revenue, the City shall transfer to the Operation and Maintenance Fund from amounts on deposit in the Sewer Utility Fund such sum as shall be needed, over and above any credit balance held therein, to pay all claims then due and allowed which by accepted accounting practices constitute normal, reasonable and current expenses of operation and maintenance of the utility, and to pay such expenses estimated to accrue for a period of one month, and to maintain a reasonable reserve for contingencies. Monies in the Operation and Maintenance Fund shall be used only to pay expenses of the foregoing type and not for major repairs, replacements, or capital improvements which are properly chargeable to replacement and depreciation reserves or surplus funds. All revenues in excess of such amount deposited to the Operation and Maintenance Fund shall be the Net Revenues (the "Net Revenues") of the Sewer Utility.

4.03. Sales Tax and Sewer Revenue Bond Fund. The City has created, and will maintain, a SALES TAX AND SEWER REVENUE BOND FUND (the "Sewer Revenue Bond Fund"). Upon each such monthly apportionment, out of the Pledged Revenues on hand at the time of each such distribution, an amount equal to not less than one-sixth (1/6) of the amount necessary to pay interest which becomes due on the next interest payment dates for the Bonds and an amount equal to not less than one-twelfth (1/12) of the sum of principal payments to become due on the next principal payment dates for the Bonds. These amounts may be reduced by an amount equal to the interest earnings on the Sewer Revenue Bond Fund credited to the Sewer Revenue Bond Fund subsequent to the last monthly apportionment. If Pledged Revenues on hand at any time are insufficient to permit the transfer to the Sewer Revenue Bond Fund of the full amount so required, such deficiencies shall be restored out of the next Pledged Revenues thereafter received. The money in said fund shall be solely for the purposes of paying principal of, and premium, if any, and interest on Bonds, as such principal, premium and interest respectively come due. Subordinate Bonds (hereinafter defined) shall not be payable from the Sewer Revenue Bond Fund.

In the event Pledged Revenues on deposit in the Sewer Revenue Bond Fund and amounts on deposit in the Surplus Fund available for transfer to the Sewer Revenue Bond Fund are insufficient to pay the principal of, and premium, if any, and interest on the Bonds then due, such Pledged Revenues and the transfers from the Surplus Fund shall be apportioned among each series of Bonds in proportion to the amount of principal, premium, if any, and interest then payable on the Bonds of each series. Transfers from any SRF Reserve Fund, including the Reserve Account established hereunder, shall be applied only to principal, premium, if any, and interest payable on the related series of SRF Bonds.



4.04. Surplus Fund. All surplus Net Revenues from time to time received in excess of the current requirements of the Sewer Revenue Bond Fund and any SRF Reserve Fund shall be credited on the books of the City to the Surplus Fund of the Sewer Utility Fund, provided that City reserves the right to create additional funds within said fund for the purpose of segregating any of such surplus Net Revenues which may be pledged and appropriated to the payment of any Subordinate Bonds hereafter issued to finance improvements, replacements, or repairs of the Sewer Utility, subject to the prior lien on the Net Revenues of the Bonds. Surplus Net Revenues on hand from time to time shall be available and shall be used to the full extent necessary to restore a deficiency in the Operation and Maintenance Fund, the Sewer Revenue Bond Fund, the Reserve Account and any other SRF Reserve Fund, but when not so needed may be used to pay for capital improvements, replacements, or repairs to the Sewer Utility, or to pay principal and interest on Subordinate Bonds hereafter issued for such purposes, or they may be used to redeem and pay prior to maturity Bonds (other than Subordinate Bonds) when and as such bonds become redeemable according to their terms, or purchase Bonds (other than Subordinate Bonds) in the secondary market when deemed advisable. The City shall maintain in the Surplus Fund such cash or investments as it shall from time to time determine to constitute an adequate reserve for operation or maintenance emergencies and for depreciation and contemplated improvement or replacement of the Sewer Utility. At the end of the City's fiscal year, if there are no deficiencies in the Operation and Maintenance Fund, the Sewer Revenue Bond Fund, or any SRF Reserve Fund and there is an adequate reserve for operation and maintenance emergencies and for depreciation, contemplated improvements and replacements of the Sewer Utility, the City may transfer monies in excess of such requirements to other funds of the City in accordance with and subject to the limitations contained in the ordinances of the City and the provisions of state law.

4.05. Rebate Fund. There is hereby established a Rebate Fund. The City shall from time to time, and as required by Section 148 of the Internal Revenue Code of 1986, as amended, and the regulations promulgated in connection therewith, as amended (collectively, the "Code"), calculate the amount of rebate payable with respect to tax-exempt Bonds to the United States of America pursuant to Section 148 of the Code. The City may from time to time, and shall upon payment being due to the United States of America, withdraw the amount of such payment from the Surplus Fund and any SRF Reserve Fund, the Sewer Revenue Bond Fund and the Operation and Maintenance Fund, in such order, the amount of such payment notwithstanding any provision to the contrary in this Resolution. Amounts in the Rebate Fund shall be used solely to make required payments to the United States of America and shall not be pledged to the payment of the Bonds. All interest earnings on investments in the Rebate Fund shall be retained in the Rebate Fund.

4.06. Reserve Account. A separate SRF Reserve Fund (the "Reserve Account") is established within the Sewer Utility Fund and shall be funded to the total amount of \$885,575, in five installments of \$177,115, payable on each September 1 beginning September 1, 2029, which may be reduced proportionately if the final loan amount is less than the approved loan amount of \$20,000,000.

## SECTION 5. Additional Net Revenues Parity Pledges.

5.01. Parity Bonds. The City reserves the further right of issuing additional municipal securities payable from the Sales Tax or Net Revenues on a parity as to both principal and interest



with the Bonds, provided that the Pledged Revenues received during the last fiscal year prior to such issuance shall have been in an amount not less than one hundred ten percent (110%) of the average annual amount of principal and interest to become due during the remaining term of the then outstanding obligations payable from the Pledged Revenues. However, if rates and charges for the Sewer Utility have been increased since the beginning of the last fiscal year next preceding the issuance of such additional municipal securities, the Net Revenues received during such preceding fiscal year shall be deemed to be the amount which would have been received in the preceding fiscal year had the increased rates and charges been in effect throughout such preceding fiscal year. Also, for purposes of this test, the Net Revenues may be adjusted by including the additional Net Revenues, as determined by a competent feasibility or rate study, to be realized from the area to be served by the improvements to be constructed with such additional municipal securities, provided that the interest on the additional municipal securities is funded until the date of completion of the improvements to be constructed with the proceeds of the additional municipal securities or other available funds.

So long as obligations are outstanding pursuant to resolutions which require greater coverage for the issuance of additional parity bonds, the provisions of such resolutions shall govern.

5.02. Subordinate Lien Bonds. Except as authorized in Section 5.01 and this 5.02, the City will issue no additional bonds or other obligations of any kind payable from or constituting a lien upon the Pledged Revenues, unless the lien thereof is expressly made junior and subordinate to the lien on the then outstanding Bonds issued hereunder ("Subordinate Bonds"), and such additional bonds or obligations shall not be payable from the Sewer Revenue Bond Fund or any SRF Reserve Fund but may be payable from funds permitted to be transferred from the Surplus Fund to other funds of the City pursuant to Section 4 of this Resolution.

#### SECTION 6. Sewer Utility Covenants.

6.01. Rate Covenant. The City will establish, impose and collect rates and charges for the services, facilities, products, and by-products of the Sewer Utility, according to a schedule projected to generate Net Revenues in each fiscal year at least equal to, together with other revenues expected to be available therefor including the Sales Tax, 110% of the actual annual debt service on all bonds outstanding payable from the Pledged Revenues, and to pay all amounts owed to any insurer of the bonds outstanding. If the actual Net Revenues, together with other revenues expected to be available therefor including the Sales Tax, fail to meet this level, the City shall promptly increase its rates and charges to a level so that Net Revenues are projected to meet the required level. Annual debt service shall be determined for each fiscal year on the basis of a bond year ending on the January 1 immediately following the end of each fiscal year.

6.02. Covenant to Maintain Sewer Utility. The City will continue to own, operate and maintain the Sewer Utility, and will not sell or otherwise dispose of any properties thereof; provided, that any properties of the Sewer Utility not essential to continued operation of the Sewer Utility in satisfaction of other covenants herein prescribed may be sold or otherwise disposed of at their market value, and the proceeds thereof used to purchase other property required for the Sewer Utility or to pay principal and interest on obligations issued with respect to the Sewer Utility. The City will continue to maintain the Sewer Utility in good and efficient operating



condition, supplying wastewater service and facilities to the City and its inhabitants, and will not authorize or enfranchise the establishment of any other utility for such purpose.

6.03. General. The City covenants and agrees with the Holders from time to time of all the Municipal Securities that until all the Municipal Securities are fully discharged as provided in this Resolution, it will continue to hold, maintain and operate the Sewer Utility as a public convenience, free from all liens thereon or on the income therefrom, and will maintain, expend and account for its Sewer Utility Fund and the several funds therein as provided in Section 4, and will not issue bonds, notes or other indebtedness secured by or payable from the income or revenues of the Sewer Utility except upon the conditions and in the manner prescribed in Section 5, and will perform and cause all officers and employees of the City to perform and enforce each and all of the additional covenants and agreements set forth in this Section 6. The City further covenants to cause the Sewer Utility to be properly maintained and no free service shall be provided to any person or corporation.

6.04. Competing Service. The City will not establish or enfranchise any other facilities in competition with the facilities of the Sewer Utility.

6.05. Property Insurance. The City will cause all buildings, properties, fixtures and equipment constituting a part of the Sewer Utility to be kept insured with a reputable insurance carrier or carriers, qualified under the laws of North Dakota, in such amounts as are ordinarily carried, and against loss or damage by such hazards and risks as are ordinarily insured against, by public bodies owning and operating properties of a similar character and size; provided that if at any time the City is unable to obtain insurance, it will obtain insurance in such amounts and against risks as are reasonably obtainable. The proceeds of all such insurance shall be available for the repair, replacement or reconstruction of damaged or destroyed property, and until paid out in making good such loss or damage, are pledged as security for the outstanding Bonds. All insurance proceeds received in excess of the amount required for restoration of the loss or damage compensated thereby shall be and become part of the revenues appropriated to the Sewer Utility Fund. If for any reason insurance proceeds are insufficient for the repair, replacement and reconstruction of the insured property, the City shall supply the deficiency from revenues on hand in the Surplus Fund.

6.06. Liability Insurance and Surety Bonds. The City will carry insurance against liability of the City and its employees for damage to persons and property resulting from the operation of the Sewer Utility in such amounts as the City determines from time to time to be necessary or advisable by reason of the character and extent of such operation. It will also cause all persons handling money and other assets of the Sewer Utility Fund to be adequately bonded for the faithful performance of their duties and to account for and pay over such money to the City. All amounts received under such insurance and bonds shall be applied to the payment of the loss or damage covered thereby. The premiums for all insurance and bonds required by this Section 6.06 and Section 6.05 constitute part of the operating expenses of the Sewer Utility, but no insurance liabilities of the City in excess of amounts received under such insurance and bonds shall constitute a lien or charge on revenues or any other assets herein or otherwise pledged to the Sewer Utility Fund.



6.07. Cost of Insurance and Accounting. The insurance and fidelity bond premiums and the cost of the bookkeeping and audits herein provided for and of the billings and collection of the gross revenues shall be payable from the Operation and Maintenance Fund.

6.08. General Covenants. The City hereby covenants and agrees with the owners of all outstanding Municipal Securities as follows:

- a. That it will, to the extent the Pledged Revenues are sufficient, promptly cause the principal and interest on all Municipal Securities to be paid as they become due.
- b. That it will maintain complete books and records relating to the operation of the Sewer Utility, the Sewer Revenue Bond Fund, Reserve Account, Operation and Maintenance Fund, and Surplus Fund, in accordance with generally accepted accounting principles, and will cause such books and records to be audited annually at the end of each fiscal year, and an audit report prepared and made available for inspection of owners of the Municipal Securities.
- c. That it will not issue bonds or other obligations having a claim superior to the claim of the Municipal Securities upon the Pledged Revenues.
- d. That it will promptly deposit into the Sewer Revenue Bond Fund all sums required to be so deposited.
- e. That it will operate the Sewer Utility in a sound, efficient and economic manner.

#### SECTION 7. Miscellaneous.

7.01. Limited Obligations. The Municipal Securities issued hereunder shall not constitute a charge, lien or encumbrance upon any property of the City, and no holder or holders thereof shall ever have the right to compel any exercise of the taxing power of the City to pay the principal and interest on the Municipal Securities. The principal and interest of the Municipal Securities shall not be a general obligation of the City but are payable solely from the Pledged Revenues as set forth in this resolution.

#### SECTION 8. Tax Covenants; Arbitrage Matters; Reimbursement and Continuing Disclosure.

8.01. Tax Covenant. The City covenants and agrees with the holders from time to time of the Municipal Securities that it will not take or permit to be taken by any of its officers, employees or agents any action which would cause the interest on the Municipal Securities to become subject to taxation under the Internal Revenue Code of 1986, as amended (the "Code"), and Regulations issued thereunder, as now existing or as hereinafter amended or proposed and in effect at the time of such action.

8.02. Arbitrage Certification. The Mayor and the City Auditor being the officers of the City charged with the responsibility for issuing the Municipal Securities pursuant to this resolution, are authorized and directed to execute and deliver a certificate in accordance with the provisions of the Code and applicable Treasury Regulations (the "Regulations"), stating the facts, estimates and circumstances in existence on the date of issue and delivery of the Municipal Securities which



make it reasonable to expect that the proceeds of the Municipal Securities will not be used in a manner that would cause the Municipal Securities to be arbitrage bonds within the meaning of the Code and Regulations.

8.03. Rebate. The City acknowledges that the Municipal Securities are subject to the rebate requirements of Section 148(f) of the Code. The City covenants and agrees to retain such records, make such determinations, file such reports and documents and pay such amounts at such times as are required under said Section 148(f) and applicable Regulations to preserve the exclusion of interest on the Municipal Securities from gross income for federal income tax purposes, unless the Municipal Securities qualify for the exception from the rebate requirement under Section 1.148-7 of the Regulations and no “gross proceeds” of the Municipal Securities (other than amounts constituting a “bona fide debt service fund”) arise during or after the expenditure of the original proceeds thereof. In furtherance of the foregoing, the City Auditor is hereby authorized and directed to execute an arbitrage and rebate certificate in the form prescribed by Bond Counsel, and the City hereby covenants and agrees to observe and perform the covenants and agreements contained therein, unless amended or terminated in accordance with the provisions thereof.

8.04. Not Qualified Tax Exemption Obligations. The Municipal Securities are not designated as “qualified tax-exempt obligations” for purpose of Section 265(b) of the Code.

8.05. Reimbursement. The City certifies that the proceeds of the Municipal Securities will not be used by the City to reimburse itself for any expenditure with respect to the Improvements which the City paid or will have paid prior to the issuance of the Municipal Securities unless, with respect to such prior expenditures, the City shall have made a declaration of official intent which complies with the provisions of Section 1.150-2 of the Regulations; provided that this certification shall not apply (i) with respect to certain de minimis expenditures, if any, with respect to the Improvements meeting the requirements of Section 1.150-2(f)(1) of the Regulations, or (ii) with respect to “preliminary expenditures” for the Improvements as defined in Section 1.150-2(f)(2) of the Regulations, including engineering or architectural expenses and similar preparatory expenses, which in the aggregate do not exceed 20% of the “issue price” of the Municipal Securities.

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Adopted October 13, 2025.

CITY OF FARGO

By: \_\_\_\_\_  
Dr. Timothy J. Mahoney, Mayor

ATTEST:

\_\_\_\_\_  
Steven Sprague, City Auditor



FORM OF MUNICIPAL SECURITY

UNITED STATES OF AMERICA  
STATE OF NORTH DAKOTA  
COUNTY OF CASS

CITY OF FARGO

SALES TAX AND SEWER REVENUE BOND, SERIES 2025[ ]

No. R-1 \$20,000,000

<u>Rate</u>	<u>Maturity Date</u>	<u>Date of Original Issue</u>	<u>CUSIP</u>
1.50%	September 1, 2058	[ ], 2025	NONE

REGISTERED OWNER: NORTH DAKOTA PUBLIC FINANCE AUTHORITY

PRINCIPAL AMOUNT: TWENTY MILLION DOLLARS

KNOW ALL PERSONS BY THESE PRESENTS that the City of Fargo, North Dakota (the “City”), a political subdivision of and existing under and pursuant to the laws of the State of North Dakota, for value received, hereby promises to pay solely from the sources set forth herein to the Registered Owner specified above, or registered assigns, the Principal Amount (set forth above), or such lesser amount actually disbursed to the City, on or before the Maturity Date (set forth above). Interest shall accrue from the Date of Original Issuance at the annual rate of one point five percent (1.50%) and shall be payable semiannually on March 1 and September 1, commencing [March 1, 2026]. The Principal Amount of this Municipal Security is subject to mandatory redemption on the dates and in the amounts set forth in Attachment A to this Municipal Security, which Attachment A shall be revised in accordance with Section 2.02 of the Loan Agreement in the event funds are advanced to the City less than as originally set forth in the Loan Agreement. The City hereby promises to pay the Administrative Fee, as defined in the Loan Agreement (being one half of one percent (0.50%) per annum on the outstanding principal amount of the Municipal Security), payable semi-annually on each March 1 and September 1. All payments due with respect to this Municipal Security are payable in lawful money of the United States of America at the main office of the Bank of North Dakota, in Bismarck, North Dakota, as paying agent and Registrar under the Resolution hereinafter described or of its successor as such. Interest shall be paid by check or draft mailed to the Registered Owner at the Owner’s address set forth on the registration books or by wire or other electronic funds transfer.

This Municipal Security is issued pursuant to and in full conformity with the Constitution and laws of the State of North Dakota, including N.D.C.C. ch. 40-35, Article 3(S) of the Home Ruler Charter and Article 3-20 of the Fargo Municipal Code of Ordinances, as amended (the “Act”), and pursuant to a Resolution (the “Resolution”) and a Loan Agreement (the “Loan Agreement”) adopted and entered into by the City. Reference is hereby made to the Resolution



and the Loan Agreement for a description of the Funds and Accounts pledged to the payment of the Municipal Security and the rights of the Registered Owner of the Municipal Security. The principal and interest payments for this Municipal Security and the Administrative Fee payable hereunder are not general obligations of the City, but are payable solely from Pledged Revenues, including Sales Tax and Net Revenues received by the City from the operation of the wastewater treatment and collection system of the City of Fargo, and from any future additions thereto and betterments thereof.

This Municipal Security is transferable, as provided in the Resolution and the Loan Agreement, only upon books of the City kept by the Bank of North Dakota, as bond registrar, by the Registered Owner hereof in person or by the Owner's duly authorized attorney, or it may be surrendered in exchange for a new Municipal Security of the same aggregate principal amount, maturity and interest rate, as provided in the Resolution.

This Municipal Security shall be subject to redemption, in whole or in part, and if in part in principal amounts which are integral multiples of \$5,000, prior to their stated maturity, with the written consent of the Registered Owner, at a price equal to the principal amount thereof plus accrued interest to the date of redemption.

It is further certified, recited and declared that all acts, conditions and things required by the Constitution and the statutes of the State of North Dakota to exist, to have happened and to have been performed precedent to and in connection with the issuance of the Municipal Security have been performed in due time, form and manner as required by law; and that the issuance of the Municipal Security is within every debt and other limit prescribed by law.



IN WITNESS WHEREOF, the City has caused this Municipal Securities to be executed in its name by the manual or facsimile signatures of its Mayor and of its City Auditor, all as of the Date of Original Issue set forth above.

CITY OF FARGO, NORTH DAKOTA

By: \_\_\_\_\_  
Dr. Timothy J. Mahoney  
Mayor

ATTEST:

\_\_\_\_\_  
Steven Sprague, City  
Auditor

\_\_\_\_\_  
CERTIFICATE OF AUTHENTICATION

This Municipal Security is one of the Municipal Securities described in and issued under the provisions of the within-mentioned Resolution.

BANK OF NORTH DAKOTA

By: \_\_\_\_\_  
Authorized Representative

\_\_\_\_\_



ASSIGNMENT

For Value received the undersigned hereby sells, assigns and transfers unto \_\_\_\_\_ the within-mentioned Municipal Security and hereby irrevocably constitutes and appoints \_\_\_\_\_ attorney-in-fact, to transfer the same on the books of registration thereof, with full power of substitution in the premises.

Dated: \_\_\_\_\_, 20\_\_

\_\_\_\_\_  
Social Security or other identifying number of  
Assignee

\_\_\_\_\_  
NOTICE: The signature to this assignment must correspond with the name as it appears on the face of the within Municipal Security in every particular, without alteration or any change whatsoever.

Signature Guaranteed:

\_\_\_\_\_  
NOTICE: Signature(s) must be guaranteed by a member of the New York Stock Exchange or a commercial bank or trust company.



## ATTACHMENT A

State 31 other from India PRELIMINARY									
State	Year	Population	Area	Population Density	Area Density	Population Density	Area Density	Population Density	Area Density
State	Year	Population	Area	Population Density	Area Density	Population Density	Area Density	Population Density	Area Density
Andhra Pradesh	1991	10,000,000	149,447	67	0.45	67	0.45	67	0.45
Assam	1991	5,000,000	78,442	64	0.82	64	0.82	64	0.82
Bihar	1991	80,000,000	94,163	850	0.90	850	0.90	850	0.90
Chhattisgarh	1991	20,000,000	131,477	152	1.10	152	1.10	152	1.10
Goa	1991	1,000,000	3,707	270	0.03	270	0.03	270	0.03
Gujarat	1991	30,000,000	196,722	152	0.60	152	0.60	152	0.60
Haryana	1991	20,000,000	44,221	452	0.40	452	0.40	452	0.40
India	1991	1,000,000,000	3,287,263	305	0.35	305	0.35	305	0.35
Karnataka	1991	30,000,000	191,791	156	0.60	156	0.60	156	0.60
Kerala	1991	30,000,000	38,863	772	0.70	772	0.70	772	0.70
Madhya Pradesh	1991	50,000,000	308,345	162	0.60	162	0.60	162	0.60
Marathwada	1991	20,000,000	131,477	152	1.10	152	1.10	152	1.10
Maharashtra	1991	100,000,000	313,147	319	1.10	319	1.10	319	1.10
Manipur	1991	2,000,000	22,334	90	0.20	90	0.20	90	0.20
Mizoram	1991	1,000,000	21,485	47	0.05	47	0.05	47	0.05
Nagaland	1991	1,000,000	16,562	61	0.05	61	0.05	61	0.05
Northeast	1991	10,000,000	131,477	76	0.10	76	0.10	76	0.10
Odisha	1991	60,000,000	150,545	400	0.40	400	0.40	400	0.40
Punjab	1991	20,000,000	50,362	397	0.40	397	0.40	397	0.40
Rajasthan	1991	50,000,000	342,239	146	0.60	146	0.60	146	0.60
Tamil Nadu	1991	50,000,000	131,477	381	0.60	381	0.60	381	0.60
Telangana	1991	20,000,000	114,612	174	0.60	174	0.60	174	0.60
Uttar Pradesh	1991	160,000,000	240,928	664	0.60	664	0.60	664	0.60
West Bengal	1991	80,000,000	87,868	910	0.90	910	0.90	910	0.90
Yamuna Valley	1991	20,000,000	131,477	152	1.10	152	1.10	152	1.10



CERTIFICATE

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

I, Steven Sprague, the duly appointed City Auditor of the City of Fargo, North Dakota, do hereby certify that attached hereto is a full, true and correct copy of the Resolution adopted by the governing body of the City of Fargo at the meeting held on October 13, 2025, and that such Resolution is now a part of the permanent records of the City of Fargo, North Dakota, as such records are filed in the office of the City Auditor.

Dated this [ ] day of [ ], 2025.

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City Auditor



**NORTH DAKOTA  
STATE REVOLVING FUND PROGRAM**

**LOAN AGREEMENT**

**NORTH DAKOTA PUBLIC FINANCE AUTHORITY  
(Lender)**

**and**

**CITY OF FARGO, NORTH DAKOTA  
(Municipality)**

**(To be completed by Public Finance Authority)**

**Dated Date of Loan Agreement: [\_\_\_\_], 2025**

**SRF Program (circle one): Clean Water SRF  
Drinking Water SRF**

**State Act (circle one): N.D.C.C. ch. 61-28.2 (Clean Water)  
N.D.C.C. ch. 61-28.1 (Drinking Water)**

**Summary Description of Project: [\_\_\_\_\_]**

**Approved Loan Amount: \$20,000,000**

**Construction period: [\_\_\_\_]-[\_\_\_\_\_]**

**Form of municipal securities: Sales Tax and Sewer Revenue Bond, Series 2025[\_\_\_\_\_]**



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Lobbying and Litigation



## LOAN AGREEMENT

THIS LOAN AGREEMENT is made and entered into as of [\_\_\_\_], 2025, by and between the NORTH DAKOTA PUBLIC FINANCE AUTHORITY (the “Authority”), an agency and instrumentality of the State of North Dakota (the “State”), and the CITY OF FARGO, NORTH DAKOTA (the “Municipality”), a political subdivision of the State.

### ARTICLE I

#### DEFINITIONS

Section 1.01. Definitions. The following terms as used in this Loan Agreement shall, unless the context clearly requires otherwise, have the following meanings:

“Administrative Fee” means an annual fee of 1/2 of one percent (.50%) of the outstanding principal amount of the Loan or such lesser amount, if any, as the Authority may approve from time to time.

“Authority Act” means N.D.C.C. ch. 6-09.4.

“Authority Bonds” or “Bonds” mean bonds of the Authority authorized, authenticated, and delivered in order to finance or refinance the Project pursuant to this Loan Agreement and to enable the Department, through the Authority, to draw EPA capitalization grant funds for deposit in the SRF.

“Code” means the Internal Revenue Code of 1986 as the same may from time to time be amended and supplemented, including any regulations promulgated thereunder and any administrative or judicial interpretations thereof.

“Costs” means those costs associated with the Project and the Loan that are eligible to be funded from the SRF, as determined by the Department and the Authority.

“Department” means the North Dakota Department of Environmental Quality.

“EPA” means the United States Environmental Protection Agency.

“Event of Default” means any occurrence or event specified in Section 5.01 of this Loan Agreement.

“Financial Obligation” means: (i) a debt obligation; (ii) a derivative instrument entered into in connection with, or pledged as security or a source of payment for, an existing or planned debt obligation; or (iii) guarantee of a debt obligation or derivative instrument. Financial Obligation shall not include municipal securities as to which a final official statement has been provided to the Municipal Securities Rulemaking Board (MSRB) consistent with the Rule.

“General Records” shall have the same meaning given in Section 3.01(f) of this Loan Agreement.



“Loan” means the loan evidenced by the Municipal Securities, made by the Authority to the Municipality pursuant to this Loan Agreement to finance or refinance all or a portion of the Costs of the Project.

“Loan Agreement” means this Loan Agreement, including the Exhibits attached to, and hereby made a part hereof, as it may be supplemented, modified or amended from time to time in accordance with the terms hereof.

“Loan Closing” means the date upon which the Municipality shall issue and deliver the documents listed in Section 2.05 and shall be eligible to receive the Loan.

“Loan Commitment” means the offer by the Department to provide financial assistance to the Municipality from the SRF, subject to approval by the Authority. The Loan Commitment, when accepted by the Municipality through appropriate action of its governing body, shall be a “binding commitment” within the meaning of that term in the SRF Act.

“Loan Repayments” means the payments payable by the Municipality pursuant to the Authority, including payments payable under the Municipal Bond Resolution and the Municipal Securities.

“Municipal Bond Resolution” means the resolution(s) or ordinance(s) of the governing body of the Municipality authorizing the issuance of the Municipal Securities.

“Municipality” means the borrower under this Loan Agreement, which must be a “political subdivision,” as defined in section 6-09.4-03(5) of the Authority Act.

“Municipal Securities” means municipal securities, as such term is defined in the Authority Act, executed and delivered by the Municipality to the Authority to evidence the Loan in accordance with the Municipal Bond Resolution.

“Net Revenues” has the meaning assigned in the Municipal Bond Resolution.

“Pledged Revenues” has the meaning assigned in the Municipal Bond Resolution.

“Project” means the improvement or undertaking of the Municipality described in Exhibit A attached hereto, for purposes of the State Water Pollution Control Revolving Loan Fund and the Federal Clean Water Act, or to the public water system of the Municipality for purposes of the State Safe Drinking Water Act and the Federal Safe Drinking Water Act, all or a portion of the Costs of which are financed or refinanced by the Authority from the SRF through the making of the Loan under this Loan Agreement.

“Sales Tax” has the meaning assigned in the Municipal Bond Resolution.

“SRF” means the revolving loan fund(s) created by the State Act.

“SRF Act” means, for purposes of the State Water Pollution Control Revolving Loan Fund Act, the Federal Clean Water Act, and for purposes of the State Safe Drinking Water Act, the



Federal Safe Drinking Water Act, including any regulations and guidelines promulgated thereunder.

“State Act” means, for purposes of the Federal Clean Water Act, N.D.C.C. ch. 61-28.2 (the State Water Pollution Control Revolving Loan Fund Act), and, for purposes of the Federal Safe Drinking Water Act, N.D.C.C. ch. 61-28.1 (the State Safe Drinking Water Act).

“System Records” shall have the same meaning given in Section 3.01(f) of this Loan Agreement.

“Trustee” means the Trustee appointed by the Authority pursuant to the State Revolving Fund Program Master Trust Indenture or Indentures and its successor or successors and any other trustee which may at any time be substituted in its place as Trustee pursuant to the Indenture.

“Utility” means the Municipality’s sewer utility collection and treatment system, including any improvements, betterments, additions, renewals and replacements thereto.

Section 1.02. Additional Terms. Except where the context otherwise requires, words importing the singular number shall include the plural number and vice versa, and words importing persons shall include firms, associations, corporations, agencies and districts. Words importing one gender shall include the other gender.

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## ARTICLE II

### LOAN; OBLIGATIONS; DISCLAIMER; DELIVERY OF DOCUMENTS

Section 2.01. The Loan. The Authority hereby agrees to loan and disburse to the Municipality, subject to the provisions of Section 2.02 below, and the Municipality agrees to borrow and accept from the Authority, the Loan in the principal amount of the Municipal Securities in the amount not to exceed the Loan Commitment, plus accrued interest, if any; provided that the Public Finance Authority shall be under no obligation to make the Loan if the Municipality does not deliver the documents listed in Section 2.06 to the Public Finance Authority on the Loan Closing in forms acceptable to the Public Finance Authority and its counsel or if an Event of Default under this Loan Agreement has occurred and is continuing.

Section 2.02. Draws of Municipal Securities Proceeds (Loan Proceeds). The proceeds of the Municipal Securities are appropriated by the Municipality to pay expenses necessarily incurred in the construction and completion of the Project and to pay costs associated with the issuance of the Municipal Securities. The Public Finance Authority will disburse the Loan upon (a) execution and delivery by the Municipality of this Loan Agreement, (b) issuance by the Municipality of the Municipal Securities and delivery to the Public Finance Authority, (c) submission to and approval by the Department and the Public Finance Authority of Requisitions for Payment in the form approved by the Department, and (d) upon determination by the Public Finance Authority of the availability of Bipartisan Infrastructure Law Lead Service Line Replacement capitalization grant funds or other immediately available SRF funds of the Authority (the Authority shall not be required to issue any short-term or other obligations or take any other steps to make funds available). Requests for draws on the Loan, in the form of Requisitions for Payment, shall be submitted by the Municipality to the Department from time to time in accordance with procedures established by the Department. Requisitions for Payment approved by the Department shall be forwarded to the Public Finance Authority and the Department for approval and funding. After all claims and expenses with respect to the Project and the issuance of the Municipal Securities have been duly paid and satisfied, and after any applicable loan forgiveness has been applied to the Loan, the amortization schedule for the Municipal Securities shall be adjusted to reflect the total principal amount drawn under this Loan Agreement.

Interest and the Administrative Fee shall accrue on the outstanding amount of the Loan advanced by the Public Finance Authority from the date of first advance.

Section 2.03. Unconditional Obligations. The Municipality shall not be obligated to make any payments required to be made by any other political subdivision with respect to the lending of funds by the Authority from the SRF.

Section 2.04. Disclaimer of Warranties. The Municipality acknowledges and agrees that (i) neither the Authority nor the Department has made or makes any warranty or representation, either express or implied as to the value, design, condition, merchantability or fitness for a particular purpose or fitness for any use of the Project or any portions thereof or any other warranty or representation with respect thereto; and (ii) in no event shall the Authority, nor the Department or their respective officers, directors, employees, or agents be liable or responsible for any direct, incidental, indirect, special or consequential damages in connection with or arising out of this Loan Agreement or the Project or the existence, furnishing, functioning or use of the Project.



Section 2.05. Delivery of Documents. Concurrently with the execution and delivery of this Loan Agreement, the Municipality will cause each of the following items to be delivered to the Authority in a form acceptable to the Authority and its counsel:

- (a) Executed counterparts of this Loan Agreement.
- (b) An executed lobbying and litigation certificate covering certain restrictions pertaining to the use of grant or loan funds awarded in connection with the Loan.
- (c) Copies of the form of Municipal Securities and the Municipal Bond Resolution adopted [July 21], 2025 by the governing body of the Municipality authorizing the execution and delivery of this Loan Agreement and the Municipal Securities, certified by an authorized officer of the Municipality.
- (d) An arbitrage certificate and a closing certificate covering such matters as may be agreed upon by the Municipality and the Authority.
- (e) An opinion or opinions of the Municipality's counsel which may be given by one or more counsel, covering such matters concerning the validity and tax status of the Municipal Securities as may be agreed upon by the Municipality and the Authority.
- (f) An additional bond certificate (or parity bond certificate) in a form satisfactory to the Authority certifying Pledged Revenues received by the Municipality during the most recent fiscal year-end were more than 1.10 times the average annual amount of principal and interest to become due each year on all outstanding municipal securities payable from the Pledged Revenues, including the Municipal Securities, during the remaining term of the outstanding municipal securities.
- (g) Such other certificates, documents, opinions and information as the Authority may require.

The documents referred to above must be prepared and provided by the Municipality to the Authority prior to the Loan Closing for review and approval.

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## ARTICLE III

### COVENANTS AND REPRESENTATIONS

#### Section 3.01. Covenants and Representations of Municipality.

(a) Performance Under Loan Agreement. The Municipality covenants and agrees (i) to maintain the Project and Utility in good repair and operating condition and (ii) to cooperate with the Authority and the Department in the observance and performance of the respective duties, covenants, obligations and agreements of the Municipality and the Authority under this Loan Agreement.

(b) Completion of Project and Provision of Moneys Therefor. The Municipality covenants and agrees (i) to exercise its best efforts in accordance with prudent utility practice to complete the Project and to so accomplish such completion on or before the estimated Project completion date; and (ii) to provide from its own fiscal resources all moneys in excess of the total amount of the Loan required to complete the Project.

(c) Disposition of Project. The Municipality covenants and agrees that it will not sell, lease, abandon or otherwise dispose of all or substantially all or any substantial portion of the Project or the Utility or any other system which provides revenues for upkeep and maintenance of the Project except on ninety (90) days prior written notice to the Authority and, in any event, shall not sell, lease, abandon or otherwise dispose of the Project or Utility unless the following conditions are met: (i) the Municipality, with the approval of the Authority, shall assign this Loan Agreement and its rights and interests hereunder in accordance with Section 4.02 to the purchaser or lessee of the Project which must be a political subdivision as defined in the Authority Act, and such purchaser or lessee shall assume all duties, covenants, obligations and agreements of the Municipality under this Loan Agreement; and (ii) the Authority, in its sole discretion, by appropriate action determines that such sale, lease, abandonment or other disposition will not adversely affect (A) the ability of the Municipality or its assignees to meet its duties, covenants, obligations and agreements under the Municipal Bond Resolution, (B) the value of this Loan Agreement as security for the payment of Authority Bonds and interest thereon, (C) the eligibility of interest on Authority Bonds then outstanding or which could be issued in the future for exclusion from gross income for purposes of federal income taxation or (D) any agreement entered into by the Authority or the State through the Department with, or any condition of any grant received by the Authority or the State through the Department from, the United States of America, which is related to any SRF capitalization or EPA Bipartisan Infrastructure Law Emerging Contaminants grant received by the Authority or the State through the Department, provided, however, that the Authority reserves the right to waive any one or more of the above requirements, while concurrently requiring others, if in its sole opinion it has received adequate assurances from the Municipality or otherwise deems it reasonable.

(d) Operation and Maintenance of Project. The Municipality covenants and agrees that it will, in accordance with prudent wastewater or drinking water treatment utility practice, as the case may be, (i) at all times operate the Utility, including the Project and the properties associated with and operated in conjunction with the Project and any business in connection therewith in an efficient manner, (ii) maintain the Utility and the Project in good repair, working order and



operating condition, (iii) from time to time make all necessary and proper repairs, renewals, replacements, additions, betterments and improvements with respect to the Utility so that at all times the enterprise or business carried on in connection therewith shall be properly and advantageously conducted; provided that this covenant shall not be construed as requiring the Municipality to expend any funds which are derived from sources other than the operation of the Utility or other receipts of such Utility which are not pledged under the Municipal Bond Resolution for such purpose, and provided further that nothing herein shall be construed as preventing the Municipality from doing so.

(e) The Municipality covenants and agrees that the proceeds of the Loan shall be used and expended in a manner consistent with the State Act and the SRF Act, all regulations and guidelines promulgated thereunder, and this Loan Agreement.

(f) Records; Accounts. (i) The Municipality shall keep accurate records and accounts for the Utility, including the project (the "System Records") separate from its other records and accounts (the "General Records"). The System Records will be maintained in accordance with generally accepted government accounting principles and generally accepted government auditing standards and, in accordance with state law, will be audited annually or biennially, or as otherwise required by law, by an independent accountant, which audit may be part of the annual or biennial audit of the General Records of the Municipality. The System Records and General Records will be made available for inspection by the Authority and the Department at any reasonable time. A copy of the Municipality's independent annual or biennial audit, or annual report, as otherwise required by law, including all written comments and recommendations of the auditor, will be furnished to the Authority within 150 days of the close of the fiscal year or years being audited. The Municipality agrees that its financial reports for the year or years which it receives draws under this Agreement shall be prepared in accordance with the Federal Single Audit Act and the Federal Office of Management and Budget's Circular A-133. A copy of the annual financial statement shall be submitted to the Authority on or before February first each year.

(ii) The Municipality will keep, or cause to be kept, accurate records, if such records must be kept for compliance with the requirements of Section 148 of the Code, of each investment it makes in investment property (as that term is defined in Section 148(b) of the Code) acquired, directly or indirectly, with proceeds of the Authority Bonds. Upon request, the Authority will advise the Municipality if the loan is not being funded with the proceeds of Authority Bonds. Further, with respect to such investments made by the Municipality which are not excepted from the computation of rebate under Section 148(f)(4) of the Code, the Municipality (A) will calculate, or cause to be calculated, the amount (the "rebate amount") that is to be rebated to the United States Treasury pursuant to Section 148(f) of the Code, and (B) will for each computation date under Section 148(f) of the Code (or on any further periodic basis requested in writing by the Authority) remit the following to the Authority: (1) the calculations supporting the determination of the rebate amount and (2) an amount of money equal to the rebate installment then owed. To the extent any such rebate amounts (or the investment income thereon) are in excess of the Authority's rebate requirement allocable to the Municipal Securities, such amounts will be promptly returned by the Authority to the Municipality.

(g) Inspections; Information. The Municipality will permit the Authority, the Department, and the Trustee, and any party designated by any of such parties, to examine, visit



and inspect, at any and all reasonable times, the property constituting the Project and the Utility generally, and to inspect and make copies of any accounts, books and records, including (without limitation) its Systems Records, General Records, and any other records regarding receipts, disbursements, contracts, investments and any other matters relating thereto and to its financial standing, and will supply such reports and information as the Authority, the Department and the Trustee may reasonably require in connection therewith.

(h) Insurance. The Municipality shall maintain or cause to be maintained, in force, insurance policies with responsible insurers or self insurance programs covering risk of direct physical loss, damage or destruction of the Project, at least to the extent of similar insurance usually carried by utilities constructing, operating and maintaining, works of the nature of the Project, including liability coverage, but in no case less than will satisfy all applicable regulatory requirements. The Authority, the Department and the Trustee may require the Municipality to provide them with evidence of insurance on the Project.

(i) Costs of Project. The Municipality certifies that the Costs of the Project provided to the Authority are a reasonable and accurate estimation, and upon direction of the Authority will provide a certificate from its engineer stating that such Costs are a reasonable and accurate estimation.

(j) Continuing Disclosure.

(i) So long as the Municipality shall constitute an obligated person within the meaning of S.E.C. Rule 15c2-12 (the "Rule") as in effect from time to time, the Municipality agrees to furnish to the Public Finance Authority any such information it requires in order to comply with the provisions of the Rule, including audited financial statements, and operating data with respect to the Municipality at such time and in such forms as the Public Finance Authority shall reasonably request. The Municipality consents to the inclusion of such information in the Public Finance Authority's official statement(s) used in connection with the issuance and sale or the re-marketing of its bonds or continuing disclosure with respect to its bonds (collectively, the "Disclosure Documents"), whether or not all or a portion of the proceeds of the bonds were or will be loaned to the Municipality.

(ii) The Municipality shall provide notice to the North Dakota Public Finance Authority of the occurrence of any of the following events with respect to the Municipal Securities in a timely manner not in excess of ten business days after the occurrence of the event:

- (A) Principal and interest payment delinquencies;
- (B) Unscheduled draws on debt service reserves reflecting financial difficulties;
- (C) Unscheduled draws on credit enhancements reflecting financial difficulties;
- (D) Substitution of credit or liquidity providers, if any, or their failure to perform;



(E) Adverse tax opinions or the issuance by the Internal revenue Service of proposed or final determinations of taxability or of a Notice of Proposed Issue (IRS Form 5701-TEB);

(F) Tender offers;

(G) Defeasances;

(H) Rating changes;

(I) Bankruptcy, insolvency, receivership or similar event of the Municipality; or

(J) Default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a Financial Obligation, any of which reflect financial difficulties.

(iii) The Municipality shall give, or cause to be given, notice of the occurrence of any of the following events with respect to the Municipal Securities, if material, in a timely manner not in excess of ten business days after the occurrence of the event:

(A) Non-payment related defaults;

(B) Unless described in (ii)(E) above, other notices or determinations by the IRS with respect to the tax-exempt status of the Municipal Securities, or other events affecting the tax-exempt status of the Municipal Securities;

(C) Modifications to rights of holders of the Municipal Securities;

(D) Bond Calls;

(E) Release, substitution or sale of property securing repayment of the Municipal Securities;

(F) The consummation of a merger, consolidation or acquisition involving the Municipality or the sale of all or substantially all of the assets of the Municipality, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms;

(G) Appointment of a successor or additional trustee or the change of name of a trustee; or

(H) Incurrence of a Financial Obligation or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a Financial Obligation, any of which affect security holders.



(iv) For the purposes of the event identified in subsection (ii)(I), the event is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent or similar officer for the Municipality in a proceeding under the U.S. Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the Municipality, or if such jurisdiction has been assumed by leaving the existing governing body and officials or officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan or reorganization, arrangement or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the Municipality.

(v) Whenever the Municipality obtains knowledge of the occurrence of an event under subsection (iii), the Municipality shall as soon as possible determine if such event would constitute material information for holders of Municipal Securities. The Municipality shall submit the information in the format prescribed by the Public Finance Authority.

(vi) The Municipality agrees that from time to time it will also provide notice to the Public Finance Authority of the occurrence of other events, in addition to those listed above, if such other events are material with respect to the Municipal Securities.

(vii) The Municipality will provide, in a timely manner, to the Public Finance Authority, notice of a failure to satisfy the requirements of this Section.

(viii) At the request of the Public Finance Authority, the Municipality will certify and represent that the information with respect to the Municipality in any Disclosure Document does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which they were made, not misleading; provided, however, that in no event will the Public Finance Authority require the Municipality to make any representation about any other information in the Disclosure Documents or as to any Disclosure Document in its entirety. If for any reason the Municipality determines that it is not able to make that certification and representation, it will provide to the Public Finance Authority the information for inclusion in the Disclosure Documents necessary for the Municipality to make the certification and representation.

(ix) If at any time during the period ending 90 days after the date the Municipality provides information to the Public Finance Authority for inclusion in a Disclosure Document any event occurs that the Municipality believes would cause the information with respect to the Municipality in the Disclosure Document to omit a material fact or make the statements therein misleading, the Municipality agrees to promptly notify the Public Finance Authority in writing of that event and provide information for inclusion in the Disclosure Document or an amendment thereof or a supplement thereto. At the request of the Public Finance Authority, the Municipality will also provide the certification and representation required in (viii) above with respect to that information.



(x) The Municipality will promptly notify the Authority of any material adverse change in the activities, prospects or condition (financial or otherwise) of the Municipality, or in the ability to make all Loan Repayments and otherwise observe and perform its duties, covenants, obligations, and agreements under this Loan Agreement and the Municipal Securities.

(k) No Free Service. The Municipality will not furnish or supply, or cause to be furnished or supplied, any use, output, capacity or service of the Utility free of charge to any person, firm, corporation (public or private), public agency or instrumentality other than the Municipality itself.

(l) Commencement of Construction. The Municipality shall initiate construction of the Project within twelve (12) months after the Loan Closing.

(m) Archeological Artifacts. In the event that archaeological artifacts or historical resources are unearthed during construction excavation, the Municipality shall stop, or cause to be stopped, construction activities and will notify the superintendent of the State Historical Board of North Dakota and the Authority or the Department of such unearthing and follow all applicable state and federal laws and regulations governing such occurrence.

(n) Additional Covenants and Requirements. If necessary in connection with the Authority's issuance of the Authority Bonds or the making of the Loan, additional covenants and requirements will be evidenced by certificates or other documents in the form or forms attached as an exhibit to, and made a part of, this Loan Agreement.

(o) Continuing Representations. The covenants and representations of the Municipality contained herein shall be true at the time of the execution of this Loan Agreement and the Municipality agrees that such covenants and representations will be binding and enforceable at all times during the term of this Loan Agreement.

(p) No Lobbying. No portion of the Loan may be used for lobbying or propaganda as prohibited by 18 U.S.C. §1913 or Section 607(a) of Public Law 96-74 or other federal restriction or regulation referenced in the form of North Dakota State Revolving Fund Program Certificate Relating to Lobbying and Litigation, including but not limited to Section 2 of such certificate, which is attached as Exhibit C to this Loan Agreement and shall be executed and delivered by the Municipality as a condition to closing pursuant to Section 2.06 of this Loan Agreement.

(q) Compliance with Federal Laws; Buy American Requirements. The Municipality covenants and agrees that it will comply with all federal law and requirements applicable to the Loan including, among others: (i) those imposed by the 2014 Appropriations Act, Public Law No: 113-76, related SRF regulations and policy guidelines; (ii) requirements that all of the iron and steel products used in the Project are to be produced in the United States ("American Iron and Steel Requirement") unless (a) the Municipality has requested and obtained a waiver from the Department pertaining to the Project or (b) the Department or Authority has otherwise advised the Municipality in writing that the American Iron and Steel Requirement is not applicable to the Project; and (iii) requirements imposed by the Infrastructure Investment and Jobs Act ("IIJA"), Public Law No. 117-58, which the Municipality understands includes, but is not limited to, the



following requirements: that all of the iron and steel, manufactured products, and construction materials used in the Project are to be produced in the United States (“Build America, Buy America Requirements”) unless (a) the Municipality has requested and obtained a waiver from the Department and the cognizant agency pertaining to the Project or the Project is otherwise covered by a general applicability waiver; or (b) the Department or Authority and the cognizant agency pertaining to the Project have otherwise advised the Municipality in writing that the Build America, Buy America Requirements are not applicable to the Project. In addition, the Municipality shall comply with all record keeping and reporting requirements under all applicable legal authorities, including any reports required by the Department, Public Finance Authority or any funding authority (such as the Environmental Protection Agency), such as performance indicators of program deliverables, information on costs and project progress. The Municipality understands that (i) each contract and subcontract related to the Project is subject to audit by appropriate federal and state entities and (ii) failure to comply with the applicable legal requirements and this Loan Agreement is a default hereunder.

(r) Record and Reporting Requirements. The Municipality will comply with all record keeping requirements under the Clean Water Act/Safe Drinking Water Act, including any reports required by a federal agency, the Department or the Authority such as performance of program deliverables, information on costs and Project progress. The Municipality understands that (a) each contract and subcontract related to the Project is subject to audit by appropriate federal and state entities and (b) failure to comply with the Clean Water Act/Safe Drinking Water Act and this Loan Agreement may be a default hereunder that results in a repayment of the Loan in advance of the maturity of the Municipal Securities and/or other remedial actions.

(s) Record and Reporting Requirements. The Municipality will comply with all record keeping requirements under the Clean Water Act/Safe Drinking Water Act, including any reports required by a federal agency, the Department or the Authority such as performance of program deliverables, information on costs and Project progress. The Municipality understands that (a) each contract and subcontract related to the Project is subject to audit by appropriate federal and state entities and (b) failure to comply with the Clean Water Act/Safe Drinking Water Act and this Loan Agreement may be a default hereunder that results in a repayment of the Loan in advance of the maturity of the Municipal Securities and/or other remedial actions.

(t) Compliance with Davis Bacon Act. The Municipality shall, to the extent applicable to the Loan or any related grant, comply with the Davis Bacon and Related Acts requirements. 40 U.S.C. 3141, et seq.



ARTICLE IV  
ASSIGNMENT

Section 4.01. Assignment and Transfer by Authority.

(a) The Municipality acknowledges that, other than the Administrative Fee payable pursuant to the Municipal Bond Resolution and this Loan Agreement, all interests of the Authority in and under this Loan Agreement and the Municipal Securities have been pledged as security for the Authority Bonds, and that if any Event of Default shall occur, the Authority or the Trustee shall be entitled to act hereunder. The Municipality hereby acknowledges and consents that the Authority or the Trustee may compel or enforce the right to receive payments required to be made by the Municipality hereunder and may compel or otherwise enforce observance and performance by the Municipality of its other duties, covenants, obligations and agreements hereunder, and that the right and authority to enforce such requirements may be further transferred, assigned, and reassigned in whole or in part to one or more assignees or subassignees without the necessity of obtaining the consent of, but after giving prior written notice to, the Municipality.

(b) In the event of any assignment or transfer of this Loan Agreement and the Municipal Securities, the Authority shall retain the right to compel or otherwise enforce observance and performance by the Municipality of its obligations and agreement to pay Administrative Fee.

Section 4.02. Assignment by Municipality.

(a) This Loan Agreement may not be assigned by the Municipality unless the following conditions shall be satisfied: (i) the Authority shall have approved the assignment in writing; (ii) the assignee shall be a governmental unit within the meaning of Section 141(c) of the Internal Revenue Code (unless waived in writing by the Authority), shall be a political subdivision as defined in the Authority Act and shall have expressly assumed in writing the full and faithful observance and performance of the Municipality's duties, covenants, agreements and obligations under this Loan Agreement; (iii) immediately after such assignment, the assignee shall not be in default in the performance or observance of any duties, covenants, obligations or agreements of the Municipality under this Loan Agreement; (iv) the Authority shall have received an opinion of bond counsel to the effect that the assignment will not adversely affect the exclusion of interest on the Authority Bonds from gross income for purposes of federal income taxation under Section 103(a) of the Code and (v) the Authority shall have received an opinion of its counsel to the effect that such assignment will not violate the provisions of any agreement entered into by the Authority or the State through the Department with, or any condition of any grant received by the Authority or the State through the Department from, the United States of America, which is related to any SRF capitalization or EPA Bipartisan Infrastructure Law Emerging Contaminants grant received by the Authority or the State through the Department, provided, however, that the Authority reserves the right to waive any one or more of the above requirements, while concurrently requiring others, if in its sole opinion it has received adequate assurances from the Municipality or otherwise deems it reasonable.



(b) No assignment under this Section shall relieve the Municipality from primary liability for any of its obligations under this Loan Agreement and in the event of such assignment, the Municipality shall continue to remain primarily liable for the performance and observance of its obligations to be performed and observed under this Loan Agreement.



## ARTICLE V

### DEFAULTS AND REMEDIES

Section 5.01. Events of Default. If any of the following events occur, it is hereby defined and declared to be and to constitute an Event of Default:

(a) Failure by the Municipality to pay, or cause to be paid, any payment, including the payment of principal and interest on the Municipal Securities, required to be paid hereunder when due.

(b) Failure by the Municipality to make, or cause to be made, any required payments of principal, redemption premium, if any, and interest on any bonds, notes or other obligations of the Municipality for borrowed money (other than the Loan and the Municipal Securities after giving effect to any applicable grace period), the payments of which are secured by any revenues derived or to be derived from the Utility.

(c) Failure by the Municipality to pay, or cause to be paid, the Administrative Fee or any portion thereof when due or to perform or observe any other covenant, agreement or condition on its part to be observed or performed under this Loan Agreement, other than as referred to in paragraph (a) of this section, which failure shall continue for a period of thirty (30) days after written notice, specifying such failure and requesting that it be remedied, is given to the Municipality by the Authority, unless the Authority shall agree in writing to an extension of the time prior to its expiration; however, if the failure stated in such notice is correctable but cannot be corrected within the applicable period, the Authority may not unreasonably withhold its consent to an extension of time up to 120 days from the delivery of the written notice referred to above if corrective action is instituted by the Municipality within the applicable period and diligently pursued until the Event of Default is corrected.

(d) Default in the performance or breach of any covenant, warranty or representation made by or on behalf of the Municipality in this Loan Agreement, the Municipal Bond Resolution, or in any instrument furnished in compliance with or with reference to this Loan Agreement or the Loan or in connection with the Municipal Securities.

(e) A petition is filed by or against the Municipality under any federal or state bankruptcy or insolvency law or other similar law in effect on the date of this Loan Agreement or thereafter enacted, unless in the case of any such petition filed against the Municipality such petition shall be dismissed within thirty (30) days after such filing and such dismissal shall be final and not subject to appeal; or the Municipality shall become insolvent or bankrupt or make an assignment for the benefit of its creditors; or a custodian (including, without limitation, a receiver, liquidator or trustee of the Municipality or any of its property) shall be appointed by court order to take possession of the Municipality or its property or assets if such order remains in effect or such possession continues for more than thirty (30) days.

Section 5.02. Notice of Default. The Municipality shall give the Authority prompt telephonic notice of the occurrence of any Event of Default at such time as the Municipality



becomes aware of the existence thereof. Any telephone notice pursuant to this Section 5.02 shall be confirmed in writing as soon as practicable by the Municipality.

Section 5.03. Remedies on Default. Whenever an Event of Default referred to in Section 5.01 shall have occurred and be continuing, the Authority shall have the right to take, or to direct the Trustee or its authorized agent to take, any action permitted or required under the Municipal Bond Resolution or this Loan Agreement or to exercise whatever other remedy at law or in equity available to the Authority to collect the amounts then due and thereafter to become due hereunder or to enforce the performance and observance of any duty, covenant, obligation or agreement of the Municipality hereunder. The Public Finance Authority may also exercise one or more of the following remedies: (i) withhold approval of any disbursement request, (ii) reject any pending application by the Municipality for financial assistance, and (iii) to the extent permitted by law, demand immediate payment of the Loan in full and, upon such demand, the outstanding principal amount of the Loan will be immediately due and payable, with interest accrued thereon to the date of payment.

Section 5.04. Application of Moneys. Any moneys collected by the Authority pursuant to Section 5.03 shall be applied (a) first, to pay interest due and payable on the Municipal Securities, (b) second, to pay principal due and payable on the Municipal Securities, (c) third, to pay any other amounts due and payable under this Loan Agreement.

Section 5.05. No Remedy Exclusive; Waiver; Notice. No remedy herein conferred upon or reserved to the Authority or the Trustee, if any, is intended to be exclusive and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Loan Agreement or now or hereafter existing at law or in equity. No delay or omission to exercise any right, remedy or power accruing upon any Event of Default shall impair any such right, remedy or power or shall be construed to be a waiver thereof, but any such remedy or power may be exercised from time to time and as often as may be deemed expedient. In order to entitle the Authority or the Trustee, if any, to exercise any remedy reserved to it in this Article, it shall not be necessary to give any notice, other than such notice as may be required in this Article V.

Section 5.06. Retention of Authority's Rights. Notwithstanding any assignment or transfer of this Loan Agreement pursuant to the provisions hereof or of the Municipal Bond Resolution, or anything else to the contrary contained herein, the Authority shall have the right upon the occurrence of an Event of Default to take any action, including (without limitation) bringing an action against the Municipality at law or in equity, as the Authority may, in its discretion, deem necessary to enforce the obligations of the Municipality to the Authority pursuant to this Loan Agreement and the Municipal Bond Resolution.

Section 5.07. Default by Authority. In the event of any default by the Authority under any covenant, agreement or obligation of this Loan Agreement, the Municipality may pursue any available remedy at law or in equity, including without limitation suit for damages or injunction, special action, action for specific performance or any other available equitable remedy designed to enforce the performance or observance of any duty, covenant, obligation or agreement of the Authority hereunder as may be necessary or appropriate.



ARTICLE VI

MISCELLANEOUS

Section 6.01. Notices. All notices, certificates or other communications under this Loan Agreement shall be sufficiently given and shall be deemed given when hand delivered or mailed by registered or certified mail, postage prepaid, to the Municipality, the Authority and the Department at the following addresses:

(a) Authority:

North Dakota Public Finance Authority  
1200 Memorial Highway  
P.O. Box 5509  
Bismarck, North Dakota 58506-5509  
Attention: Executive Director

(b) Department:

North Dakota Department of Environmental Quality  
Municipal Facilities  
4201 Normandy Street  
Bismarck, ND 58503-1324

(c) Municipality:

City of Fargo  
225 4<sup>th</sup> Street North  
Fargo, ND 58102  
Attention: Finance Director

AND

City of Fargo  
Attention: Utility Director  
3400 North Broadway  
Fargo, ND 58102

Any of the foregoing parties may designate any further or different addresses to which subsequent notices, certificates or other communications shall be sent, by notice in writing given to the others.

Section 6.02. Binding Effect. This Loan Agreement shall inure to the benefit of and shall be binding upon the Department, the Authority and the Municipality and their respective successors and assigns.



Section 6.03. Severability. In the event any provision of this Loan Agreement shall be held illegal, invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate, render unenforceable or otherwise affect any other provision.

Section 6.04. Amendments, Supplements and Modifications. This Loan Agreement may not be amended, supplemented or modified without the prior written consent of the Authority and the Municipality.

Section 6.05. Execution in Counterparts. This Loan Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Section 6.06. Applicable Law. This Loan Agreement shall be governed by and construed in accordance with the laws of the State of North Dakota.

Section 6.07. Consents and Approvals. Whenever the written consent or approval of the Authority is required under the provisions of this Loan Agreement, such consent or approval may only be given by the Authority unless otherwise provided by law or by rules, regulations or resolutions of the Authority or unless expressly delegated to the Authority's agent.

Section 6.08. Captions. The captions or headings in this Loan Agreement are for convenience only and shall not in any way define, limit or describe the scope or intent of any provisions or Sections of this Loan Agreement.

Section 6.09. Further Assurances. The Municipality will, at the request of the Authority, authorize, execute, acknowledge and deliver such further resolutions, conveyances, transfers, assurances, financing statements and other instruments as may be necessary or desirable for better assuring, conveying, granting, assigning and confirming the rights, security interests and agreements granted or intended to be granted by this Loan Agreement and the Municipal Securities.

Section 6.10. Entire Agreement. This Loan Agreement constitutes the entire and exclusive agreement between the parties relating to the specific matters covered herein. All prior or contemporaneous verbal or written agreements, understandings, representations and/or practices relative to the specific matters herein are hereby superseded, revoked and rendered ineffective for any purpose.

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NORTH DAKOTA PUBLIC FINANCE  
AUTHORITY

By: \_\_\_\_\_  
DeAnn Ament, Executive Director

[Signature Page to Loan Agreement]  
City of Fargo, North Dakota Sales Tax and Sewer Revenue Bond, Series 2025[ ]



CITY OF FARGO, NORTH DAKOTA

By: \_\_\_\_\_  
Dr. Timothy J. Mahoney, Mayor

ATTEST:

\_\_\_\_\_  
Steven Sprague, City Auditor

[Signature Page to Loan Agreement]  
City of Fargo, North Dakota Sales Tax and Sewer Revenue Bond, Series 2025[ ]



**EXHIBIT A**  
**DESCRIPTION OF PROJECT**





**EXHIBIT B**

**MUNICIPAL SECURITIES PAYMENT SCHEDULE**

[insert]



EXHIBIT C

**NORTH DAKOTA STATE REVOLVING FUND PROGRAM  
CERTIFICATE RELATING TO LOBBYING AND LITIGATION**

The undersigned hereby certify that they are, respectively, the duly elected or appointed, qualified and acting Mayor and City Auditor of the Municipality (as defined in the North Dakota State Revolving Fund Program Loan Agreement of even date (the "Loan Agreement")), and as such officials, they are familiar with the Municipality's property, affairs, and records, and the undersigned, as such officials, hereby further acknowledge, agree, and certify as follows:

1. No grant or loan funds awarded under this State Revolving Fund Program will be used to engage in lobbying of the Federal Government or in litigation against the U.S. unless authorized under existing law. The Municipality shall abide by OMB Circulars A-21, A-87, and A-122, which generally prohibit the use of federal grant funds for litigation against the U.S. or for lobbying or other political activities.

2. The Municipality will comply with Title 40 CFR Part 34, New Restrictions on Lobbying. The Municipality shall incorporate or refer to the language of this provision in the Loan Agreement for all loans exceeding \$100,000.

3. In accordance with the Byrd Anti-Lobbying Amendment, any Municipality which makes a prohibited expenditure under Title 40 CFR Part 34 or fails to file the required certification or lobbying forms shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure.

Dated: [\_\_\_\_], 2025.

CITY OF FARGO, NORTH DAKOTA

By \_\_\_\_\_  
Mayor

By \_\_\_\_\_  
City Auditor



CITY OF FARGO, STATE OF NORTH DAKOTA  
RESOLUTION AUTHORIZING THE ISSUANCE AND SALE OF  
\$20,000,000  
CITY OF FARGO SALES TAX AND WATER REVENUE BOND

RECITATIONS

The City of Fargo, North Dakota (the "City"), hereby recites that by resolution of its governing body the City has:

1. Found and determined that it is necessary for the City to plan, design and construct improvements to the water system consisting of 2025-2028 federal aid projects, as further described in the City's application to the Department, as defined hereinafter (the "Project").
2. Directed its engineer to prepare a report as to the general nature, purpose and feasibility of the Project and an estimate of the probable cost of the Project.
3. After receiving and approving the engineer's report, directed the engineer to prepare detailed plans and specifications for construction of the Project.
4. Approved the engineer's detailed plans and specifications for construction of the Project and caused a copy of such plans and specifications to be filed in the office of the City Auditor.
5. By publication, advertised for bids for construction of the Project.
6. Opened and made public the bids, entered them in the minutes of the meeting of the governing body at which they were considered and caused them to be kept by the City Auditor.
7. After requiring the engineer to make a careful and detailed statement of the estimated cost of the Project, awarded the contract to the lowest responsible bidder and approved the contractor's performance bond.
8. Applied to the North Dakota Department of Environmental Quality (the "Department") and the North Dakota Public Finance Authority (the "Public Finance Authority") for financial assistance to finance costs of the Project, which application has been approved.
9. Performed all other acts required by the Constitution and laws of North Dakota prerequisite to the issuance and sale of revenue bonds and required by the Home Rule Charter and ordinances of the City of Fargo for the purpose of providing money to pay for the cost of the Project in the manner required of the City by law with full power and authority conferred on it as a political subdivision and municipality of North Dakota.
10. Enacted City Code Article 3-20, dedicating the revenues raised and collected pursuant to the sales and use tax (the "Sales Tax") imposed and collected pursuant to said article to infrastructure capital improvements, including water supply and treatment needs



including construction or expansion of water treatment facilities, all of which is set forth in Article 3(S) of the Home Rule Charter, as implemented by Article 3-20 of the Fargo Municipal Code of Ordinances.

## RESOLUTION

Be it resolved by the governing body of the City:

### SECTION 1. Authorization and Sale.

1.01. Ratification of Prior Acts. All acts performed, resolutions, motions, or ordinances adopted or passed, and all publications incidental to the construction and financing and refinancing of the Project, whether or not reflected in the official minutes and records of the City, are hereby ratified and confirmed, and all resolutions and other acts or proceedings of the City which are in any way inconsistent with this Resolution are hereby amended to the extent necessary to give full force and effect to this Resolution.

1.02. Authorization. It is hereby found and determined to be necessary for the City to issue \$20,000,000 in principal amount of its CITY OF FARGO SALES TAX AND WATER REVENUE BOND (the "Municipal Securities"), pursuant to N.D.C.C. ch. 40-35, Article 3(S) of the Home Rule Charter, and Article 3-20 of the Fargo Municipal Code of Ordinances, as amended, upon the terms as set forth in this Resolution for the purpose of constructing the Project and paying related costs of issuance.

1.03. Offer and Acceptance. The governing body of the City, in response to its application for financial assistance from the Department and the Public Finance Authority, has received an offer from the Public Finance Authority, subject to the approval of the Industrial Commission of North Dakota, to purchase the Municipal Securities at a price equal to the principal amount plus accrued interest, if any, to the date of purchase, which offer is more fully set out in a Loan Agreement to be entered into between the City and the Public Finance Authority (the "Loan Agreement"). It is hereby found and determined that the offer of the Public Finance Authority to purchase the Municipal Securities is reasonable and advantageous to the City and is hereby accepted, and the Loan Agreement, in substantially the form presented to the City at this meeting, is hereby accepted and authorized to be executed on behalf of the City by its Mayor and City Auditor (the "Authorized Officers"), with such modifications as may be approved by the Authorized Officers. The Authorized Officers are authorized and directed to execute the Loan Agreement and to deliver it to the Public Finance Authority, which execution and delivery shall be conclusive evidence of the approval of any modifications with respect to the Loan Agreement.

### SECTION 2. Term of Bonds.

2.01. Form. The Municipal Securities issued under this Resolution shall be designated CITY OF FARGO SALES TAX AND WATER REVENUE BOND, and shall be issued to the Public Finance Authority in the form of a single registered Municipal Security in substantially the form as attached hereto as Exhibit A.



2.02. Terms. The City authorizes the issuance of the Municipal Securities in the aggregate principal amount not to exceed \$20,000,000, dated the date of issuance and delivery to the Public Finance Authority.

The Municipal Securities shall bear interest commencing on the date of delivery thereof at the rate of 1.50% per year (plus an administrative fee as set out in the Loan Agreement), with principal payable in installments on September 1 of each of the years and in accordance with "Attachment A" attached to Exhibit A to this Resolution, subject however to the final amortization schedule to be attached to the Municipal Securities upon the final loan advance in accordance with Section 2.02 of the Loan Agreement. Interest shall be payable semiannually on each March 1 and September 1 commencing March 1, 2026 (or, if the Municipal Securities have not been delivered by such date, the first March 1 or September 1 thereafter). Interest will be payable only on funds actually advanced to the City by the Public Finance Authority as a draw on the Municipal Securities. The schedule below and attached to the Municipal Securities will be revised to reflect the actual principal amount loaned to the City at the completion of the Project.

2.03. Payment to Registered Holders. The principal of and interest on the Municipal Securities shall be payable to the registered holder thereof at the address appearing on the registration books of the registrar in any coin or currency of the United States of America, which on the respective dates of payment is legal tender for the payment of public or private debts or by check or draft delivered to the registered holder thereof at the address appearing on the registration books of the registrar.

2.04. Registration. The Municipal Securities shall be registered as to both principal and interest and shall be initially registered in the name of and payable to the North Dakota Public Finance Authority. While so registered, principal of and interest on the Municipal Securities shall be payable at the office of the Bank of North Dakota, in Bismarck, North Dakota (the "Bank"), or such other place as may be designated by the Public Finance Authority in writing, delivered to the Bond Registrar. The Bank shall act as Bond Registrar and as such shall establish and maintain a register for the purpose of recording the names and addresses of the registered holders or assigns, and the date of such registration.

2.05. Transfer and Exchange. The Municipal Securities are transferable upon the books of the City at the principal office of the Bank of North Dakota, as bond registrar, or a successor bond registrar appointed by the Bank of North Dakota (the "Bond Registrar"), by the registered owner thereof in person or by his attorney duly authorized in writing upon surrender thereof together with a written instrument of transfer satisfactory to the Bond Registrar, duly executed by the registered owner or his attorney; and may also be surrendered in exchange for Municipal Securities of other authorized denominations. Upon such transfer or exchange, the City will cause new Municipal Securities to be issued in the name of the transferee or registered owner, of the same aggregate principal amount, bearing interest at the same rate and maturing on the same date, subject to reimbursement for any tax, fee or governmental charge required to be paid with respect to such transfer or exchange. No transfer of Municipal Securities shall be required to be made during the 15 days next preceding an interest payment date, nor during the 45 days next preceding the date fixed for redemption of such Municipal Securities.



2.06. Registered Owner Deemed Owner. The City, the Bond Registrar and the paying agent may deem and treat the person in whose name any Municipal Securities are registered as the absolute owner thereof, whether the Municipal Securities are overdue or not, for the purpose of receiving payment and for all other purposes, and neither the City, the Bond Registrar nor the paying agent shall be affected by any notice to the contrary. The City shall pay the fees and expenses of the Bond Registrar and the paying agent.

2.07. Execution and Delivery. The Municipal Securities shall forthwith be prepared under the direction of the City Auditor and when so prepared shall be executed on behalf of the City by the manual or facsimile signatures of the Mayor and City Auditor and shall be authenticated by the manual signature of the Bond Registrar. When the Municipal Securities have been so executed and authenticated, they shall be delivered by the City to the Public Finance Authority.

2.08. Redemption. The Municipal Securities shall be subject to redemption, in whole or in part, and if in part in principal amounts which are integral multiples of \$5,000, prior to their stated maturity, with the written consent of the Public Finance Authority, at a price equal to the principal amount thereof plus accrued interest to the date of redemption.

2.09. Authorization of Related Documents. The Mayor, City Auditor, and other authorized officers of the City are hereby authorized to execute such additional agreements, certificates, and documents required or appropriate in connection with the issuance of the Municipal Securities and the transactions contemplated by the issuance thereof.

2.10. Draws of Municipal Security Proceeds. The proceeds of the Municipal Securities are irrevocably appropriated to pay expenses necessarily incurred in the construction and completion of the Project and to pay costs associated with the issuance of the Municipal Securities. Draws on the Municipal Securities, in the form of Requisitions for Payment, shall be submitted by the City to the Department from time to time in accordance with procedures established by the Department. Requisitions for Payment approved by the Department shall be forwarded to the Public Finance Authority for approval and funding.

SECTION 3. Source of Payment. The City hereby dedicates and irrevocably pledges the Net Revenues (as defined in Section 4.02 hereof) of the City's water treatment and distribution system (the "Water Utility") and the Sales Tax (together the "Pledged Revenues") to the payment of the principal of and interest on the Municipal Securities on a parity basis with bonds previously issued or to be issued and secured by a pledge of the Pledged Revenues and permitted herein. The City has previously issued its Sales Tax Revenue Bonds, Series 2008B; Sales Tax Revenue Bonds, Series 2008D; Amended and Restated Sales Tax Revenue Bonds, Series 2013B; Taxable Sales Tax and Water Revenue Bonds, Series 2023E; Sales Tax and Water Revenue Bonds, Series 2024I; Taxable Sales Tax and Water Revenue Bond, Series 2025A; Sales Tax and Water Revenue Bonds, Series 2025B, and Taxable Sales Tax and Water Revenue Bonds, Series 2025C (the "Outstanding Bonds"; together with the Municipal Securities and any other obligations secured by the Pledged Revenues and on a parity therewith, the "Bonds").

The Pledged Revenues are to be deposited in the funds set forth in Section 4 hereof.



SECTION 4. Funds.

4.01. Water Utility Fund. The City has created, and will maintain, a WATER UTILITY FUND (the "Water Utility Fund"). The City shall credit and pay to the Water Utility Fund, as received, the entire gross revenues derived from the operation of the City's Water Utility, including any future additions thereto and betterments thereof, including all income and receipts derived from rates, fees and charges for services, facilities, products and by-products of the Water Utility furnished or sold to the City and its inhabitants and all other customers, and for the availability thereof, and from sale of any of the properties of the Water Utility not necessary to be retained, and from the investment of any of the money so collected. On the books and records of the Water Utility Fund there shall be established and maintained the following funds as a part of the Water Utility Fund. Amounts on deposit in the Water Utility Fund from time to time shall be apportioned among said funds at least once in each calendar month and shall thereafter be held and administered and disbursed from the several funds established in this section.

4.02. Operation and Maintenance Fund. The City has created, and will maintain, an OPERATION AND MAINTENANCE FUND (the "Operation and Maintenance Fund"). Upon each such monthly apportionment, as a first lien and charge on the gross revenue, the City shall transfer to the Operation and Maintenance Fund from amounts on deposit in the Water Utility Fund such sum as shall be needed, over and above any credit balance held therein, to pay all claims then due and allowed which by accepted accounting practices constitute normal, reasonable and current expenses of operation and maintenance of the utility, and to pay such expenses estimated to accrue for a period of one month, and to maintain a reasonable reserve for contingencies. Monies in the Operation and Maintenance Fund shall be used only to pay expenses of the foregoing type and not for major repairs, replacements, or capital improvements which are properly chargeable to replacement and depreciation reserves or surplus funds. All revenues in excess of such amount deposited to the Operation and Maintenance Fund shall be the Net Revenues (the "Net Revenues") of the Water Utility.

4.03. Sales Tax and Water Revenue Bond Fund. The City has created, and will maintain, a SALES TAX AND WATER REVENUE BOND FUND (the "Water Revenue Bond Fund"). Upon each such monthly apportionment, out of the Pledged Revenues on hand at the time of each such distribution, an amount equal to not less than one-sixth (1/6) of the amount necessary to pay interest which becomes due on the next interest payment dates for the Bonds and an amount equal to not less than one-twelfth (1/12) of the sum of principal payments to become due on the next principal payment dates for the Bonds. These amounts may be reduced by an amount equal to the interest earnings on the Water Revenue Bond Fund credited to the Water Revenue Bond Fund subsequent to the last monthly apportionment. If Pledged Revenues on hand at any time are insufficient to permit the transfer to the Water Revenue Bond Fund of the full amount so required, such deficiencies shall be restored out of the next Pledged Revenues thereafter received. The money in said fund shall be solely for the purposes of paying principal of, and premium, if any, and interest on Bonds, as such principal, premium and interest respectively come due. Subordinate Bonds (hereinafter defined) shall not be payable from the Water Revenue Bond Fund.

In the event Pledged Revenues on deposit in the Water Revenue Bond Fund and amounts on deposit in the Surplus Fund available for transfer to the Water Revenue Bond Fund are insufficient to pay the principal of, and premium, if any, and interest on the Bonds then due, such



Pledged Revenues and the transfers from the Surplus Fund shall be apportioned among each series of Bonds in proportion to the amount of principal, premium, if any, and interest then payable on the Bonds of each series. Transfers from any SRF Reserve Fund, including the Reserve Account established hereunder, shall be applied only to principal, premium, if any, and interest payable on the related series of SRF Bonds.

4.04. Surplus Fund. All surplus Net Revenues from time to time received in excess of the current requirements of the Water Revenue Bond Fund and any SRF Reserve Fund shall be credited on the books of the City to the Surplus Fund of the Water Utility Fund, provided that City reserves the right to create additional funds within said fund for the purpose of segregating any of such surplus Net Revenues which may be pledged and appropriated to the payment of any Subordinate Bonds hereafter issued to finance improvements, replacements, or repairs of the Water Utility, subject to the prior lien on the Net Revenues of the Bonds. Surplus Net Revenues on hand from time to time shall be available and shall be used to the full extent necessary to restore a deficiency in the Operation and Maintenance Fund, the Water Revenue Bond Fund, the Reserve Account and any other SRF Reserve Fund, but when not so needed may be used to pay for capital improvements, replacements, or repairs to the Water Utility, or to pay principal and interest on Subordinate Bonds hereafter issued for such purposes, or they may be used to redeem and pay prior to maturity Bonds (other than Subordinate Bonds) when and as such bonds become redeemable according to their terms, or purchase Bonds (other than Subordinate Bonds) in the secondary market when deemed advisable. The City shall maintain in the Surplus Fund such cash or investments as it shall from time to time determine to constitute an adequate reserve for operation or maintenance emergencies and for depreciation and contemplated improvement or replacement of the Water Utility. At the end of the City's fiscal year, if there are no deficiencies in the Operation and Maintenance Fund, the Water Revenue Bond Fund, or any SRF Reserve Fund and there is an adequate reserve for operation and maintenance emergencies and for depreciation, contemplated improvements and replacements of the Water Utility, the City may transfer monies in excess of such requirements to other funds of the City in accordance with and subject to the limitations contained in the ordinances of the City and the provisions of state law.

4.05. Rebate Fund. There is hereby established a Rebate Fund. The City shall from time to time, and as required by Section 148 of the Internal Revenue Code of 1986, as amended, and the regulations promulgated in connection therewith, as amended (collectively, the "Code"), calculate the amount of rebate payable with respect to tax-exempt Bonds to the United States of America pursuant to Section 148 of the Code. The City may from time to time, and shall upon payment being due to the United States of America, withdraw the amount of such payment from the Surplus Fund and any SRF Reserve Fund, the Water Revenue Bond Fund and the Operation and Maintenance Fund, in such order, the amount of such payment notwithstanding any provision to the contrary in this Resolution. Amounts in the Rebate Fund shall be used solely to make required payments to the United States of America and shall not be pledged to the payment of the Bonds. All interest earnings on investments in the Rebate Fund shall be retained in the Rebate Fund.

4.06. Reserve Account. A separate SRF Reserve Fund (the "Reserve Account") is established within the Water Utility Fund and shall be funded to the total amount of \$885,575, in five installments of \$177,115, payable on each September 1 beginning September 1, 2029, which



may be reduced proportionately if the final loan amount is less than the approved loan amount of \$20,000,000.

#### SECTION 5. Additional Net Revenues Parity Pledges.

5.01. Parity Bonds. The City reserves the further right of issuing additional municipal securities payable from the Sales Tax or Net Revenues on a parity as to both principal and interest with the Bonds, provided that the Pledged Revenues received during the last fiscal year prior to such issuance shall have been in an amount not less than one hundred ten percent (110%) of the average annual amount of principal and interest to become due during the remaining term of the then outstanding obligations payable from the Pledged Revenues. However, if rates and charges for the Water Utility have been increased since the beginning of the last fiscal year next preceding the issuance of such additional municipal securities, the Net Revenues received during such preceding fiscal year shall be deemed to be the amount which would have been received in the preceding fiscal year had the increased rates and charges been in effect throughout such preceding fiscal year. Also, for purposes of this test, the Net Revenues may be adjusted by including the additional Net Revenues, as determined by a competent feasibility or rate study, to be realized from the area to be served by the improvements to be constructed with such additional municipal securities, provided that the interest on the additional municipal securities is funded until the date of completion of the improvements to be constructed with the proceeds of the additional municipal securities or other available funds.

So long as obligations are outstanding pursuant to resolutions which require greater coverage for the issuance of additional parity bonds, the provisions of such resolutions shall govern.

5.02. Subordinate Lien Bonds. Except as authorized in Section 5.01 and this 5.02, the City will issue no additional bonds or other obligations of any kind payable from or constituting a lien upon the Pledged Revenues, unless the lien thereof is expressly made junior and subordinate to the lien on the then outstanding Bonds issued hereunder ("Subordinate Bonds"), and such additional bonds or obligations shall not be payable from the Water Revenue Bond Fund or any SRF Reserve Fund but may be payable from funds permitted to be transferred from the Surplus Fund to other funds of the City pursuant to Section 4 of this Resolution.

#### SECTION 6. Water Utility Covenants.

6.01. Rate Covenant. The City will establish, impose and collect rates and charges for the services, facilities, products, and by-products of the Water Utility, according to a schedule projected to generate Net Revenues in each fiscal year at least equal to, together with other revenues expected to be available therefor including the Sales Tax, 110% of the actual annual debt service on all bonds outstanding payable from the Pledged Revenues, and to pay all amounts owed to any insurer of the bonds outstanding. If the actual Net Revenues, together with other revenues expected to be available therefor including the Sales Tax, fail to meet this level, the City shall promptly increase its rates and charges to a level so that Net Revenues are projected to meet the required level. Annual debt service shall be determined for each fiscal year on the basis of a bond year ending on the January 1 immediately following the end of each fiscal year.



6.02. Covenant to Maintain Water Utility. The City will continue to own, operate and maintain the Water Utility, and will not sell or otherwise dispose of any properties thereof; provided, that any properties of the Water Utility not essential to continued operation of the Water Utility in satisfaction of other covenants herein prescribed may be sold or otherwise disposed of at their market value, and the proceeds thereof used to purchase other property required for the Water Utility or to pay principal and interest on obligations issued with respect to the Water Utility. The City will continue to maintain the Water Utility in good and efficient operating condition, supplying water service and facilities to the City and its inhabitants, and will not authorize or enfranchise the establishment of any other utility for such purpose.

6.03. General. The City covenants and agrees with the Holders from time to time of all the Municipal Securities that until all the Municipal Securities are fully discharged as provided in this Resolution, it will continue to hold, maintain and operate the Water Utility as a public convenience, free from all liens thereon or on the income therefrom, and will maintain, expend and account for its Water Utility Fund and the several funds therein as provided in Section 4, and will not issue bonds, notes or other indebtedness secured by or payable from the income or revenues of the Water Utility except upon the conditions and in the manner prescribed in Section 5, and will perform and cause all officers and employees of the City to perform and enforce each and all of the additional covenants and agreements set forth in this Section 6. The City further covenants to cause the Water Utility to be properly maintained and no free service shall be provided to any person or corporation.

6.04. Competing Service. The City will not establish or enfranchise any other facilities in competition with the facilities of the Water Utility.

6.05. Property Insurance. The City will cause all buildings, properties, fixtures and equipment constituting a part of the Water Utility to be kept insured with a reputable insurance carrier or carriers, qualified under the laws of North Dakota, in such amounts as are ordinarily carried, and against loss or damage by such hazards and risks as are ordinarily insured against, by public bodies owning and operating properties of a similar character and size; provided that if at any time the City is unable to obtain insurance, it will obtain insurance in such amounts and against risks as are reasonably obtainable. The proceeds of all such insurance shall be available for the repair, replacement or reconstruction of damaged or destroyed property, and until paid out in making good such loss or damage, are pledged as security for the outstanding Bonds. All insurance proceeds received in excess of the amount required for restoration of the loss or damage compensated thereby shall be and become part of the revenues appropriated to the Water Utility Fund. If for any reason insurance proceeds are insufficient for the repair, replacement and reconstruction of the insured property, the City shall supply the deficiency from revenues on hand in the Surplus Fund.

6.06. Liability Insurance and Surety Bonds. The City will carry insurance against liability of the City and its employees for damage to persons and property resulting from the operation of the Water Utility in such amounts as the City determines from time to time to be necessary or advisable by reason of the character and extent of such operation. It will also cause all persons handling money and other assets of the Water Utility Fund to be adequately bonded for the faithful performance of their duties and to account for and pay over such money to the City. All amounts received under such insurance and bonds shall be applied to the payment of the loss



or damage covered thereby. The premiums for all insurance and bonds required by this Section 6.06 and Section 6.05 constitute part of the operating expenses of the Water Utility, but no insurance liabilities of the City in excess of amounts received under such insurance and bonds shall constitute a lien or charge on revenues or any other assets herein or otherwise pledged to the Water Utility Fund.

6.07. Cost of Insurance and Accounting. The insurance and fidelity bond premiums and the cost of the bookkeeping and audits herein provided for and of the billings and collection of the gross revenues shall be payable from the Operation and Maintenance Fund.

6.08. General Covenants. The City hereby covenants and agrees with the owners of all outstanding Municipal Securities as follows:

- a. That it will, to the extent the Pledged Revenues are sufficient, promptly cause the principal and interest on all Municipal Securities to be paid as they become due.
- b. That it will maintain complete books and records relating to the operation of the Water Utility, the Water Revenue Bond Fund, Reserve Account, Operation and Maintenance Fund, and Surplus Fund, in accordance with generally accepted accounting principles, and will cause such books and records to be audited annually at the end of each fiscal year, and an audit report prepared and made available for inspection of owners of the Municipal Securities.
- c. That it will not issue bonds or other obligations having a claim superior to the claim of the Municipal Securities upon the Pledged Revenues.
- d. That it will promptly deposit into the Water Revenue Bond Fund all sums required to be so deposited.
- e. That it will operate the Water Utility in a sound, efficient and economic manner.

#### SECTION 7. Miscellaneous.

7.01. Limited Obligations. The Municipal Securities issued hereunder shall not constitute a charge, lien or encumbrance upon any property of the City, and no holder or holders thereof shall ever have the right to compel any exercise of the taxing power of the City to pay the principal and interest on the Municipal Securities. The principal and interest of the Municipal Securities shall not be a general obligation of the City but are payable solely from the Pledged Revenues as set forth in this resolution.

#### SECTION 8. Tax Covenants; Arbitrage Matters; Reimbursement and Continuing Disclosure.

8.01. Tax Covenant. The City covenants and agrees with the holders from time to time of the Municipal Securities that it will not take or permit to be taken by any of its officers, employees or agents any action which would cause the interest on the Municipal Securities to become subject to taxation under the Internal Revenue Code of 1986, as amended (the "Code"), and Regulations issued thereunder, as now existing or as hereinafter amended or proposed and in effect at the time of such action.



8.02. Arbitrage Certification. The Mayor and the City Auditor being the officers of the City charged with the responsibility for issuing the Municipal Securities pursuant to this resolution, are authorized and directed to execute and deliver a certificate in accordance with the provisions of the Code and applicable Treasury Regulations (the “Regulations”), stating the facts, estimates and circumstances in existence on the date of issue and delivery of the Municipal Securities which make it reasonable to expect that the proceeds of the Municipal Securities will not be used in a manner that would cause the Municipal Securities to be arbitrage bonds within the meaning of the Code and Regulations.

8.03. Rebate. The City acknowledges that the Municipal Securities are subject to the rebate requirements of Section 148(f) of the Code. The City covenants and agrees to retain such records, make such determinations, file such reports and documents and pay such amounts at such times as are required under said Section 148(f) and applicable Regulations to preserve the exclusion of interest on the Municipal Securities from gross income for federal income tax purposes, unless the Municipal Securities qualify for the exception from the rebate requirement under Section 1.148-7 of the Regulations and no “gross proceeds” of the Municipal Securities (other than amounts constituting a “bona fide debt service fund”) arise during or after the expenditure of the original proceeds thereof. In furtherance of the foregoing, the City Auditor is hereby authorized and directed to execute an arbitrage and rebate certificate in the form prescribed by Bond Counsel, and the City hereby covenants and agrees to observe and perform the covenants and agreements contained therein, unless amended or terminated in accordance with the provisions thereof.

8.04. Not Qualified Tax Exemption Obligations. The Municipal Securities are not designated as “qualified tax-exempt obligations” for purpose of Section 265(b) of the Code.

8.05. Reimbursement. The City certifies that the proceeds of the Municipal Securities will not be used by the City to reimburse itself for any expenditure with respect to the Improvements which the City paid or will have paid prior to the issuance of the Municipal Securities unless, with respect to such prior expenditures, the City shall have made a declaration of official intent which complies with the provisions of Section 1.150-2 of the Regulations; provided that this certification shall not apply (i) with respect to certain de minimis expenditures, if any, with respect to the Improvements meeting the requirements of Section 1.150-2(f)(1) of the Regulations, or (ii) with respect to “preliminary expenditures” for the Improvements as defined in Section 1.150-2(f)(2) of the Regulations, including engineering or architectural expenses and similar preparatory expenses, which in the aggregate do not exceed 20% of the “issue price” of the Municipal Securities.

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Adopted October 13, 2025.

CITY OF FARGO

By: \_\_\_\_\_  
Dr. Timothy J. Mahoney, Mayor

ATTEST:

\_\_\_\_\_  
Steven Sprague, City Auditor



FORM OF MUNICIPAL SECURITY

UNITED STATES OF AMERICA  
STATE OF NORTH DAKOTA  
COUNTY OF CASS

CITY OF FARGO

SALES TAX AND WATER REVENUE BOND, SERIES 2025[ ]

No. R-1 \$20,000,000

<u>Rate</u>	<u>Maturity Date</u>	<u>Date of Original Issue</u>	<u>CUSIP</u>
1.50%	September 1, 2058	[ ], 2025	NONE

REGISTERED OWNER: NORTH DAKOTA PUBLIC FINANCE AUTHORITY

PRINCIPAL AMOUNT: TWENTY MILLION DOLLARS

KNOW ALL PERSONS BY THESE PRESENTS that the City of Fargo, North Dakota (the “City”), a political subdivision of and existing under and pursuant to the laws of the State of North Dakota, for value received, hereby promises to pay solely from the sources set forth herein to the Registered Owner specified above, or registered assigns, the Principal Amount (set forth above), or such lesser amount actually disbursed to the City, on or before the Maturity Date (set forth above). Interest shall accrue from the Date of Original Issuance at the annual rate of one point five percent (1.50%) and shall be payable semiannually on March 1 and September 1, commencing [March 1, 2026]. The Principal Amount of this Municipal Security is subject to mandatory redemption on the dates and in the amounts set forth in Attachment A to this Municipal Security, which Attachment A shall be revised in accordance with Section 2.02 of the Loan Agreement in the event funds are advanced to the City less than as originally set forth in the Loan Agreement. The City hereby promises to pay the Administrative Fee, as defined in the Loan Agreement (being one half of one percent (0.50%) per annum on the outstanding principal amount of the Municipal Security), payable semi-annually on each March 1 and September 1. All payments due with respect to this Municipal Security are payable in lawful money of the United States of America at the main office of the Bank of North Dakota, in Bismarck, North Dakota, as paying agent and Registrar under the Resolution hereinafter described or of its successor as such. Interest shall be paid by check or draft mailed to the Registered Owner at the Owner’s address set forth on the registration books or by wire or other electronic funds transfer.

This Municipal Security is issued pursuant to and in full conformity with the Constitution and laws of the State of North Dakota, including N.D.C.C. ch. 40-35, Article 3(S) of the Home Ruler Charter and Article 3-20 of the Fargo Municipal Code of Ordinances, as amended (the “Act”), and pursuant to a Resolution (the “Resolution”) and a Loan Agreement (the “Loan Agreement”) adopted and entered into by the City. Reference is hereby made to the Resolution



and the Loan Agreement for a description of the Funds and Accounts pledged to the payment of the Municipal Security and the rights of the Registered Owner of the Municipal Security. The principal and interest payments for this Municipal Security and the Administrative Fee payable hereunder are not general obligations of the City, but are payable solely from Pledged Revenues, including Sales Tax and Net Revenues received by the City from the operation of the water treatment facility of the City of Fargo, and from any future additions thereto and betterments thereof.

This Municipal Security is transferable, as provided in the Resolution and the Loan Agreement, only upon books of the City kept by the Bank of North Dakota, as bond registrar, by the Registered Owner hereof in person or by the Owner's duly authorized attorney, or it may be surrendered in exchange for a new Municipal Security of the same aggregate principal amount, maturity and interest rate, as provided in the Resolution.

This Municipal Security shall be subject to redemption, in whole or in part, and if in part in principal amounts which are integral multiples of \$5,000, prior to their stated maturity, with the written consent of the Registered Owner, at a price equal to the principal amount thereof plus accrued interest to the date of redemption.

It is further certified, recited and declared that all acts, conditions and things required by the Constitution and the statutes of the State of North Dakota to exist, to have happened and to have been performed precedent to and in connection with the issuance of the Municipal Security have been performed in due time, form and manner as required by law; and that the issuance of the Municipal Security is within every debt and other limit prescribed by law.



IN WITNESS WHEREOF, the City has caused this Municipal Securities to be executed in its name by the manual or facsimile signatures of its Mayor and of its City Auditor, all as of the Date of Original Issue set forth above.

CITY OF FARGO, NORTH DAKOTA

By: \_\_\_\_\_  
Dr. Timothy J. Mahoney  
Mayor

ATTEST:

\_\_\_\_\_  
Steven Sprague City  
Auditor

\_\_\_\_\_  
CERTIFICATE OF AUTHENTICATION

This Municipal Security is one of the Municipal Securities described in and issued under the provisions of the within-mentioned Resolution.

BANK OF NORTH DAKOTA

By: \_\_\_\_\_  
Authorized Representative



ASSIGNMENT

For Value received the undersigned hereby sells, assigns and transfers unto \_\_\_\_\_ the within-mentioned Municipal Security and hereby irrevocably constitutes and appoints \_\_\_\_\_ attorney-in-fact, to transfer the same on the books of registration thereof, with full power of substitution in the premises.

Dated: \_\_\_\_\_, 20\_\_

\_\_\_\_\_  
Social Security or other identifying number of Assignee

\_\_\_\_\_  
NOTICE: The signature to this assignment must correspond with the name as it appears on the face of the within Municipal Security in every particular, without alteration or any change whatsoever.

Signature Guaranteed:

\_\_\_\_\_  
NOTICE: Signature(s) must be guaranteed by a member of the New York Stock Exchange or a commercial bank or trust company.



## ATTACHMENT A

[illegible]



CERTIFICATE

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

I, Steven Sprague, the duly appointed City Auditor of the City of Fargo, North Dakota, do hereby certify that attached hereto is a full, true and correct copy of the Resolution adopted by the governing body of the City of Fargo at the meeting held on October 13, 2025, and that such Resolution is now a part of the permanent records of the City of Fargo, North Dakota, as such records are filed in the office of the City Auditor.

Dated this [ ] day of [ ], 2025.

---

City Auditor



**NORTH DAKOTA  
STATE REVOLVING FUND PROGRAM**

**LOAN AGREEMENT**

**NORTH DAKOTA PUBLIC FINANCE AUTHORITY  
(Lender)**

**and**

**CITY OF FARGO, NORTH DAKOTA  
(Municipality)**

**(To be completed by Public Finance Authority)**

**Dated Date of Loan Agreement: [\_\_\_\_], 2025**

**SRF Program (circle one):   Clean Water SRF  
  Drinking Water SRF**

**State Act (circle one):   N.D.C.C. ch. 61-28.2 (Clean Water)  
  N.D.C.C. ch. 61-28.1 (Drinking Water)**

**Summary Description of Project: [\_\_\_\_\_]**

**Approved Loan Amount: \$20,000,000**

**Construction period:   [\_\_\_\_]-[\_\_\_\_\_]**

**Form of municipal securities: Sales Tax and Water Revenue Bond, Series 2025[ ]**



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Lobbying and Litigation



## LOAN AGREEMENT

THIS LOAN AGREEMENT is made and entered into as of [\_\_\_\_], 2025, by and between the NORTH DAKOTA PUBLIC FINANCE AUTHORITY (the “Authority”), an agency and instrumentality of the State of North Dakota (the “State”), and the CITY OF FARGO, NORTH DAKOTA (the “Municipality”), a political subdivision of the State.

### ARTICLE I

#### DEFINITIONS

Section 1.01. Definitions. The following terms as used in this Loan Agreement shall, unless the context clearly requires otherwise, have the following meanings:

“Administrative Fee” means an annual fee of 1/2 of one percent (.50%) of the outstanding principal amount of the Loan or such lesser amount, if any, as the Authority may approve from time to time.

“Authority Act” means N.D.C.C. ch. 6-09.4.

“Authority Bonds” or “Bonds” mean bonds of the Authority authorized, authenticated, and delivered in order to finance or refinance the Project pursuant to this Loan Agreement and to enable the Department, through the Authority, to draw EPA capitalization grant funds for deposit in the SRF.

“Code” means the Internal Revenue Code of 1986 as the same may from time to time be amended and supplemented, including any regulations promulgated thereunder and any administrative or judicial interpretations thereof.

“Costs” means those costs associated with the Project and the Loan that are eligible to be funded from the SRF, as determined by the Department and the Authority.

“Department” means the North Dakota Department of Environmental Quality.

“EPA” means the United States Environmental Protection Agency.

“Event of Default” means any occurrence or event specified in Section 5.01 of this Loan Agreement.

“Financial Obligation” means: (I) a debt obligation; (ii) a derivative instrument entered into in connection with, or pledged as security or a source of payment for, an existing or planned debt obligation; or (iii) guarantee of a debt obligation or derivative instrument. Financial Obligation shall not include municipal securities as to which a final official statement has been provided to the Municipal Securities Rulemaking Board (MSRB) consistent with the Rule.

“General Records” shall have the same meaning given in Section 3.01(f) of this Loan Agreement.



“Loan” means the loan evidenced by the Municipal Securities, made by the Authority to the Municipality pursuant to this Loan Agreement to finance or refinance all or a portion of the Costs of the Project.

“Loan Agreement” means this Loan Agreement, including the Exhibits attached to, and hereby made a part hereof, as it may be supplemented, modified or amended from time to time in accordance with the terms hereof.

“Loan Closing” means the date upon which the Municipality shall issue and deliver the documents listed in Section 2.05 and shall be eligible to receive the Loan.

“Loan Commitment” means the offer by the Department to provide financial assistance to the Municipality from the SRF, subject to approval by the Authority. The Loan Commitment, when accepted by the Municipality through appropriate action of its governing body, shall be a “binding commitment” within the meaning of that term in the SRF Act.

“Loan Repayments” means the payments payable by the Municipality pursuant to the Authority, including payments payable under the Municipal Bond Resolution and the Municipal Securities.

“Municipal Bond Resolution” means the resolution(s) or ordinance(s) of the governing body of the Municipality authorizing the issuance of the Municipal Securities.

“Municipality” means the borrower under this Loan Agreement, which must be a “political subdivision,” as defined in section 6-09.4-03(5) of the Authority Act.

“Municipal Securities” means municipal securities, as such term is defined in the Authority Act, executed and delivered by the Municipality to the Authority to evidence the Loan in accordance with the Municipal Bond Resolution.

“Net Revenues” has the meaning assigned in the Municipal Bond Resolution.

“Pledged Revenues” has the meaning assigned in the Municipal Bond Resolution.

“Project” means the improvement or undertaking of the Municipality described in Exhibit A attached hereto, for purposes of the State Water Pollution Control Revolving Loan Fund and the Federal Clean Water Act, or to the public water system of the Municipality for purposes of the State Safe Drinking Water Act and the Federal Safe Drinking Water Act, all or a portion of the Costs of which are financed or refinanced by the Authority from the SRF through the making of the Loan under this Loan Agreement.

“Sales Tax” has the meaning assigned in the Municipal Bond Resolution.

“SRF” means the revolving loan fund(s) created by the State Act.

“SRF Act” means, for purposes of the State Water Pollution Control Revolving Loan Fund Act, the Federal Clean Water Act, and for purposes of the State Safe Drinking Water Act, the



Federal Safe Drinking Water Act, including any regulations and guidelines promulgated thereunder.

“State Act” means, for purposes of the Federal Clean Water Act, N.D.C.C. ch. 61-28.2 (the State Water Pollution Control Revolving Loan Fund Act), and, for purposes of the Federal Safe Drinking Water Act, N.D.C.C. ch. 61-28.1 (the State Safe Drinking Water Act).

“System Records” shall have the same meaning given in Section 3.01(f) of this Loan Agreement.

“Trustee” means the Trustee appointed by the Authority pursuant to the State Revolving Fund Program Master Trust Indenture or Indentures and its successor or successors and any other trustee which may at any time be substituted in its place as Trustee pursuant to the Indenture.

“Utility” means the Municipality’s water utility and treatment and distribution system, including any improvements, betterments, additions, renewals and replacements thereto.

Section 1.02. Additional Terms. Except where the context otherwise requires, words importing the singular number shall include the plural number and vice versa, and words importing persons shall include firms, associations, corporations, agencies and districts. Words importing one gender shall include the other gender.

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## ARTICLE II

### LOAN; OBLIGATIONS; DISCLAIMER; DELIVERY OF DOCUMENTS

Section 2.01. The Loan. The Authority hereby agrees to loan and disburse to the Municipality, subject to the provisions of Section 2.02 below, and the Municipality agrees to borrow and accept from the Authority, the Loan in the principal amount of the Municipal Securities in the amount not to exceed the Loan Commitment, plus accrued interest, if any; provided that the Public Finance Authority shall be under no obligation to make the Loan if the Municipality does not deliver the documents listed in Section 2.06 to the Public Finance Authority on the Loan Closing in forms acceptable to the Public Finance Authority and its counsel or if an Event of Default under this Loan Agreement has occurred and is continuing.

Section 2.02. Draws of Municipal Securities Proceeds (Loan Proceeds). The proceeds of the Municipal Securities are appropriated by the Municipality to pay expenses necessarily incurred in the construction and completion of the Project and to pay costs associated with the issuance of the Municipal Securities. The Public Finance Authority will disburse the Loan upon (a) execution and delivery by the Municipality of this Loan Agreement, (b) issuance by the Municipality of the Municipal Securities and delivery to the Public Finance Authority, (c) submission to and approval by the Department and the Public Finance Authority of Requisitions for Payment in the form approved by the Department, and (d) upon determination by the Public Finance Authority of the availability of Bipartisan Infrastructure Law Lead Service Line Replacement capitalization grant funds or other immediately available SRF funds of the Authority (the Authority shall not be required to issue any short-term or other obligations or take any other steps to make funds available). Requests for draws on the Loan, in the form of Requisitions for Payment, shall be submitted by the Municipality to the Department from time to time in accordance with procedures established by the Department. Requisitions for Payment approved by the Department shall be forwarded to the Public Finance Authority and the Department for approval and funding. After all claims and expenses with respect to the Project and the issuance of the Municipal Securities have been duly paid and satisfied, and after any applicable loan forgiveness has been applied to the Loan, the amortization schedule for the Municipal Securities shall be adjusted to reflect the total principal amount drawn under this Loan Agreement.

Interest and the Administrative Fee shall accrue on the outstanding amount of the Loan advanced by the Public Finance Authority from the date of first advance.

Section 2.03. Unconditional Obligations. The Municipality shall not be obligated to make any payments required to be made by any other political subdivision with respect to the lending of funds by the Authority from the SRF.

Section 2.04. Disclaimer of Warranties. The Municipality acknowledges and agrees that (i) neither the Authority nor the Department has made or makes any warranty or representation, either express or implied as to the value, design, condition, merchantability or fitness for a particular purpose or fitness for any use of the Project or any portions thereof or any other warranty or representation with respect thereto; and (ii) in no event shall the Authority, nor the Department or their respective officers, directors, employees, or agents be liable or responsible for any direct, incidental, indirect, special or consequential damages in connection with or arising out of this Loan Agreement or the Project or the existence, furnishing, functioning or use of the Project.



Section 2.05. Delivery of Documents. Concurrently with the execution and delivery of this Loan Agreement, the Municipality will cause each of the following items to be delivered to the Authority in a form acceptable to the Authority and its counsel:

- (a) Executed counterparts of this Loan Agreement.
- (b) An executed lobbying and litigation certificate covering certain restrictions pertaining to the use of grant or loan funds awarded in connection with the Loan.
- (c) Copies of the form of Municipal Securities and the Municipal Bond Resolution adopted [July 21], 2025 by the governing body of the Municipality authorizing the execution and delivery of this Loan Agreement and the Municipal Securities, certified by an authorized officer of the Municipality.
- (d) An arbitrage certificate and a closing certificate covering such matters as may be agreed upon by the Municipality and the Authority.
- (e) An opinion or opinions of the Municipality's counsel which may be given by one or more counsel, covering such matters concerning the validity and tax status of the Municipal Securities as may be agreed upon by the Municipality and the Authority.
- (f) An additional bond certificate (or parity bond certificate) in a form satisfactory to the Authority certifying Pledged Revenues received by the Municipality during the most recent fiscal year-end were more than 1.10 times the average annual amount of principal and interest to become due each year on all outstanding municipal securities payable from the Pledged Revenues, including the Municipal Securities, during the remaining term of the outstanding municipal securities.
- (g) Such other certificates, documents, opinions and information as the Authority may require.

The documents referred to above must be prepared and provided by the Municipality to the Authority prior to the Loan Closing for review and approval.

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## ARTICLE III

### COVENANTS AND REPRESENTATIONS

#### Section 3.01. Covenants and Representations of Municipality.

(a) Performance Under Loan Agreement. The Municipality covenants and agrees (i) to maintain the Project and Utility in good repair and operating condition and (ii) to cooperate with the Authority and the Department in the observance and performance of the respective duties, covenants, obligations and agreements of the Municipality and the Authority under this Loan Agreement.

(b) Completion of Project and Provision of Moneys Therefor. The Municipality covenants and agrees (i) to exercise its best efforts in accordance with prudent utility practice to complete the Project and to so accomplish such completion on or before the estimated Project completion date; and (ii) to provide from its own fiscal resources all moneys in excess of the total amount of the Loan required to complete the Project.

(c) Disposition of Project. The Municipality covenants and agrees that it will not sell, lease, abandon or otherwise dispose of all or substantially all or any substantial portion of the Project or the Utility or any other system which provides revenues for upkeep and maintenance of the Project except on ninety (90) days prior written notice to the Authority and, in any event, shall not sell, lease, abandon or otherwise dispose of the Project or Utility unless the following conditions are met: (i) the Municipality, with the approval of the Authority, shall assign this Loan Agreement and its rights and interests hereunder in accordance with Section 4.02 to the purchaser or lessee of the Project which must be a political subdivision as defined in the Authority Act, and such purchaser or lessee shall assume all duties, covenants, obligations and agreements of the Municipality under this Loan Agreement; and (ii) the Authority, in its sole discretion, by appropriate action determines that such sale, lease, abandonment or other disposition will not adversely affect (A) the ability of the Municipality or its assignees to meet its duties, covenants, obligations and agreements under the Municipal Bond Resolution, (B) the value of this Loan Agreement as security for the payment of Authority Bonds and interest thereon, (C) the eligibility of interest on Authority Bonds then outstanding or which could be issued in the future for exclusion from gross income for purposes of federal income taxation or (D) any agreement entered into by the Authority or the State through the Department with, or any condition of any grant received by the Authority or the State through the Department from, the United States of America, which is related to any SRF capitalization or EPA Bipartisan Infrastructure Law Emerging Contaminants grant received by the Authority or the State through the Department, provided, however, that the Authority reserves the right to waive any one or more of the above requirements, while concurrently requiring others, if in its sole opinion it has received adequate assurances from the Municipality or otherwise deems it reasonable.

(d) Operation and Maintenance of Project. The Municipality covenants and agrees that it will, in accordance with prudent wastewater or drinking water treatment utility practice, as the case may be, (i) at all times operate the Utility, including the Project and the properties associated with and operated in conjunction with the Project and any business in connection therewith in an efficient manner, (ii) maintain the Utility and the Project in good repair, working order and



operating condition, (iii) from time to time make all necessary and proper repairs, renewals, replacements, additions, betterments and improvements with respect to the Utility so that at all times the enterprise or business carried on in connection therewith shall be properly and advantageously conducted; provided that this covenant shall not be construed as requiring the Municipality to expend any funds which are derived from sources other than the operation of the Utility or other receipts of such Utility which are not pledged under the Municipal Bond Resolution for such purpose, and provided further that nothing herein shall be construed as preventing the Municipality from doing so.

(e) The Municipality covenants and agrees that the proceeds of the Loan shall be used and expended in a manner consistent with the State Act and the SRF Act, all regulations and guidelines promulgated thereunder, and this Loan Agreement.

(f) Records: Accounts. (i) The Municipality shall keep accurate records and accounts for the Utility, including the project (the "System Records") separate from its other records and accounts (the "General Records"). The System Records will be maintained in accordance with generally accepted government accounting principles and generally accepted government auditing standards and, in accordance with state law, will be audited annually or biennially, or as otherwise required by law, by an independent accountant, which audit may be part of the annual or biennial audit of the General Records of the Municipality. The System Records and General Records will be made available for inspection by the Authority and the Department at any reasonable time. A copy of the Municipality's independent annual or biennial audit, or annual report, as otherwise required by law, including all written comments and recommendations of the auditor, will be furnished to the Authority within 150 days of the close of the fiscal year or years being audited. The Municipality agrees that its financial reports for the year or years which it receives draws under this Agreement shall be prepared in accordance with the Federal Single Audit Act and the Federal Office of Management and Budget's Circular A-133. A copy of the annual financial statement shall be submitted to the Authority on or before February first each year.

(ii) The Municipality will keep, or cause to be kept, accurate records, if such records must be kept for compliance with the requirements of Section 148 of the Code, of each investment it makes in investment property (as that term is defined in Section 148(b) of the Code) acquired, directly or indirectly, with proceeds of the Authority Bonds. Upon request, the Authority will advise the Municipality if the loan is not being funded with the proceeds of Authority Bonds. Further, with respect to such investments made by the Municipality which are not excepted from the computation of rebate under Section 148(f)(4) of the Code, the Municipality (A) will calculate, or cause to be calculated, the amount (the "rebate amount") that is to be rebated to the United States Treasury pursuant to Section 148(f) of the Code, and (B) will for each computation date under Section 148(f) of the Code (or on any further periodic basis requested in writing by the Authority) remit the following to the Authority: (1) the calculations supporting the determination of the rebate amount and (2) an amount of money equal to the rebate installment then owed. To the extent any such rebate amounts (or the investment income thereon) are in excess of the Authority's rebate requirement allocable to the Municipal Securities, such amounts will be promptly returned by the Authority to the Municipality.

(g) Inspections: Information. The Municipality will permit the Authority, the Department, and the Trustee, and any party designated by any of such parties, to examine, visit



and inspect, at any and all reasonable times, the property constituting the Project and the Utility generally, and to inspect and make copies of any accounts, books and records, including (without limitation) its Systems Records, General Records, and any other records regarding receipts, disbursements, contracts, investments and any other matters relating thereto and to its financial standing, and will supply such reports and information as the Authority, the Department and the Trustee may reasonably require in connection therewith.

(h) Insurance. The Municipality shall maintain or cause to be maintained, in force, insurance policies with responsible insurers or self insurance programs covering risk of direct physical loss, damage or destruction of the Project, at least to the extent of similar insurance usually carried by utilities constructing, operating and maintaining, works of the nature of the Project, including liability coverage, but in no case less than will satisfy all applicable regulatory requirements. The Authority, the Department and the Trustee may require the Municipality to provide them with evidence of insurance on the Project.

(i) Costs of Project. The Municipality certifies that the Costs of the Project provided to the Authority are a reasonable and accurate estimation, and upon direction of the Authority will provide a certificate from its engineer stating that such Costs are a reasonable and accurate estimation.

(j) Continuing Disclosure.

(i) So long as the Municipality shall constitute an obligated person within the meaning of S.E.C. Rule 15c2-12 (the "Rule") as in effect from time to time, the Municipality agrees to furnish to the Public Finance Authority any such information it requires in order to comply with the provisions of the Rule, including audited financial statements, and operating data with respect to the Municipality at such time and in such forms as the Public Finance Authority shall reasonably request. The Municipality consents to the inclusion of such information in the Public Finance Authority's official statement(s) used in connection with the issuance and sale or the re-marketing of its bonds or continuing disclosure with respect to its bonds (collectively, the "Disclosure Documents"), whether or not all or a portion of the proceeds of the bonds were or will be loaned to the Municipality.

(ii) The Municipality shall provide notice to the North Dakota Public Finance Authority of the occurrence of any of the following events with respect to the Municipal Securities in a timely manner not in excess of ten business days after the occurrence of the event:

- (A) Principal and interest payment delinquencies;
- (B) Unscheduled draws on debt service reserves reflecting financial difficulties;
- (C) Unscheduled draws on credit enhancements reflecting financial difficulties;
- (D) Substitution of credit or liquidity providers, if any, or their failure to perform;



(E) Adverse tax opinions or the issuance by the Internal revenue Service of proposed or final determinations of taxability or of a Notice of Proposed Issue (IRS Form 5701-TEB);

(F) Tender offers;

(G) Defeasances;

(H) Rating changes;

(I) Bankruptcy, insolvency, receivership or similar event of the Municipality; or

(J) Default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a Financial Obligation, any of which reflect financial difficulties.

(iii) The Municipality shall give, or cause to be given, notice of the occurrence of any of the following events with respect to the Municipal Securities, if material, in a timely manner not in excess of ten business days after the occurrence of the event:

(A) Non-payment related defaults;

(B) Unless described in (ii)(E) above, other notices or determinations by the IRS with respect to the tax-exempt status of the Municipal Securities, or other events affecting the tax-exempt status of the Municipal Securities;

(C) Modifications to rights of holders of the Municipal Securities;

(D) Bond Calls;

(E) Release, substitution or sale of property securing repayment of the Municipal Securities;

(F) The consummation of a merger, consolidation or acquisition involving the Municipality or the sale of all or substantially all of the assets of the Municipality, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms;

(G) Appointment of a successor or additional trustee or the change of name of a trustee; or

(H) Incurrence of a Financial Obligation or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a Financial Obligation, any of which affect security holders.



(iv) For the purposes of the event identified in subsection (ii)(I), the event is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent or similar officer for the Municipality in a proceeding under the U.S. Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the Municipality, or if such jurisdiction has been assumed by leaving the existing governing body and officials or officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan or reorganization, arrangement or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the Municipality.

(v) Whenever the Municipality obtains knowledge of the occurrence of an event under subsection (iii), the Municipality shall as soon as possible determine if such event would constitute material information for holders of Municipal Securities. The Municipality shall submit the information in the format prescribed by the Public Finance Authority.

(vi) The Municipality agrees that from time to time it will also provide notice to the Public Finance Authority of the occurrence of other events, in addition to those listed above, if such other events are material with respect to the Municipal Securities.

(vii) The Municipality will provide, in a timely manner, to the Public Finance Authority, notice of a failure to satisfy the requirements of this Section.

(viii) At the request of the Public Finance Authority, the Municipality will certify and represent that the information with respect to the Municipality in any Disclosure Document does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which they were made, not misleading; provided, however, that in no event will the Public Finance Authority require the Municipality to make any representation about any other information in the Disclosure Documents or as to any Disclosure Document in its entirety. If for any reason the Municipality determines that it is not able to make that certification and representation, it will provide to the Public Finance Authority the information for inclusion in the Disclosure Documents necessary for the Municipality to make the certification and representation.

(ix) If at any time during the period ending 90 days after the date the Municipality provides information to the Public Finance Authority for inclusion in a Disclosure Document any event occurs that the Municipality believes would cause the information with respect to the Municipality in the Disclosure Document to omit a material fact or make the statements therein misleading, the Municipality agrees to promptly notify the Public Finance Authority in writing of that event and provide information for inclusion in the Disclosure Document or an amendment thereof or a supplement thereto. At the request of the Public Finance Authority, the Municipality will also provide the certification and representation required in (viii) above with respect to that information.



(x) The Municipality will promptly notify the Authority of any material adverse change in the activities, prospects or condition (financial or otherwise) of the Municipality, or in the ability to make all Loan Repayments and otherwise observe and perform its duties, covenants, obligations, and agreements under this Loan Agreement and the Municipal Securities.

(k) No Free Service. The Municipality will not furnish or supply, or cause to be furnished or supplied, any use, output, capacity or service of the Utility free of charge to any person, firm, corporation (public or private), public agency or instrumentality other than the Municipality itself.

(l) Commencement of Construction. The Municipality shall initiate construction of the Project within twelve (12) months after the Loan Closing.

(m) Archeological Artifacts. In the event that archaeological artifacts or historical resources are unearthed during construction excavation, the Municipality shall stop, or cause to be stopped, construction activities and will notify the superintendent of the State Historical Board of North Dakota and the Authority or the Department of such unearthing and follow all applicable state and federal laws and regulations governing such occurrence.

(n) Additional Covenants and Requirements. If necessary in connection with the Authority's issuance of the Authority Bonds or the making of the Loan, additional covenants and requirements will be evidenced by certificates or other documents in the form or forms attached as an exhibit to, and made a part of, this Loan Agreement.

(o) Continuing Representations. The covenants and representations of the Municipality contained herein shall be true at the time of the execution of this Loan Agreement and the Municipality agrees that such covenants and representations will be binding and enforceable at all times during the term of this Loan Agreement.

(p) No Lobbying. No portion of the Loan may be used for lobbying or propaganda as prohibited by 18 U.S.C. §1913 or Section 607(a) of Public Law 96-74 or other federal restriction or regulation referenced in the form of North Dakota State Revolving Fund Program Certificate Relating to Lobbying and Litigation, including but not limited to Section 2 of such certificate, which is attached as Exhibit C to this Loan Agreement and shall be executed and delivered by the Municipality as a condition to closing pursuant to Section 2.06 of this Loan Agreement.

(q) Compliance with Federal Laws; Buy American Requirements. The Municipality covenants and agrees that it will comply with all federal law and requirements applicable to the Loan including, among others: (i) those imposed by the 2014 Appropriations Act, Public Law No: 113-76, related SRF regulations and policy guidelines; (ii) requirements that all of the iron and steel products used in the Project are to be produced in the United States ("American Iron and Steel Requirement") unless (a) the Municipality has requested and obtained a waiver from the Department pertaining to the Project or (b) the Department or Authority has otherwise advised the Municipality in writing that the American Iron and Steel Requirement is not applicable to the Project; and (iii) requirements imposed by the Infrastructure Investment and Jobs Act ("IIJA"), Public Law No. 117-58, which the Municipality understands includes, but is not limited to, the



following requirements: that all of the iron and steel, manufactured products, and construction materials used in the Project are to be produced in the United States (“Build America, Buy America Requirements”) unless (a) the Municipality has requested and obtained a waiver from the Department and the cognizant agency pertaining to the Project or the Project is otherwise covered by a general applicability waiver; or (b) the Department or Authority and the cognizant agency pertaining to the Project have otherwise advised the Municipality in writing that the Build America, Buy America Requirements are not applicable to the Project. In addition, the Municipality shall comply with all record keeping and reporting requirements under all applicable legal authorities, including any reports required by the Department, Public Finance Authority or any funding authority (such as the Environmental Protection Agency), such as performance indicators of program deliverables, information on costs and project progress. The Municipality understands that (i) each contract and subcontract related to the Project is subject to audit by appropriate federal and state entities and (ii) failure to comply with the applicable legal requirements and this Loan Agreement is a default hereunder.

(r) Record and Reporting Requirements. The Municipality will comply with all record keeping requirements under the Clean Water Act/Safe Drinking Water Act, including any reports required by a federal agency, the Department or the Authority such as performance of program deliverables, information on costs and Project progress. The Municipality understands that (a) each contract and subcontract related to the Project is subject to audit by appropriate federal and state entities and (b) failure to comply with the Clean Water Act/Safe Drinking Water Act and this Loan Agreement may be a default hereunder that results in a repayment of the Loan in advance of the maturity of the Municipal Securities and/or other remedial actions.

(s) Record and Reporting Requirements. The Municipality will comply with all record keeping requirements under the Clean Water Act/Safe Drinking Water Act, including any reports required by a federal agency, the Department or the Authority such as performance of program deliverables, information on costs and Project progress. The Municipality understands that (a) each contract and subcontract related to the Project is subject to audit by appropriate federal and state entities and (b) failure to comply with the Clean Water Act/Safe Drinking Water Act and this Loan Agreement may be a default hereunder that results in a repayment of the Loan in advance of the maturity of the Municipal Securities and/or other remedial actions.

(t) Compliance with Davis Bacon Act. The Municipality shall, to the extent applicable to the Loan or any related grant, comply with the Davis Bacon and Related Acts requirements. 40 U.S.C. 3141, et seq.



## ARTICLE IV

### ASSIGNMENT

#### Section 4.01. Assignment and Transfer by Authority.

(a) The Municipality acknowledges that, other than the Administrative Fee payable pursuant to the Municipal Bond Resolution and this Loan Agreement, all interests of the Authority in and under this Loan Agreement and the Municipal Securities have been pledged as security for the Authority Bonds, and that if any Event of Default shall occur, the Authority or the Trustee shall be entitled to act hereunder. The Municipality hereby acknowledges and consents that the Authority or the Trustee may compel or enforce the right to receive payments required to be made by the Municipality hereunder and may compel or otherwise enforce observance and performance by the Municipality of its other duties, covenants, obligations and agreements hereunder, and that the right and authority to enforce such requirements may be further transferred, assigned, and reassigned in whole or in part to one or more assignees or subassignees without the necessity of obtaining the consent of, but after giving prior written notice to, the Municipality.

(b) In the event of any assignment or transfer of this Loan Agreement and the Municipal Securities, the Authority shall retain the right to compel or otherwise enforce observance and performance by the Municipality of its obligations and agreement to pay Administrative Fee.

#### Section 4.02. Assignment by Municipality.

(a) This Loan Agreement may not be assigned by the Municipality unless the following conditions shall be satisfied: (i) the Authority shall have approved the assignment in writing; (ii) the assignee shall be a governmental unit within the meaning of Section 141(c) of the Internal Revenue Code (unless waived in writing by the Authority), shall be a political subdivision as defined in the Authority Act and shall have expressly assumed in writing the full and faithful observance and performance of the Municipality's duties, covenants, agreements and obligations under this Loan Agreement; (iii) immediately after such assignment, the assignee shall not be in default in the performance or observance of any duties, covenants, obligations or agreements of the Municipality under this Loan Agreement; (iv) the Authority shall have received an opinion of bond counsel to the effect that the assignment will not adversely affect the exclusion of interest on the Authority Bonds from gross income for purposes of federal income taxation under Section 103(a) of the Code and (v) the Authority shall have received an opinion of its counsel to the effect that such assignment will not violate the provisions of any agreement entered into by the Authority or the State through the Department with, or any condition of any grant received by the Authority or the State through the Department from, the United States of America, which is related to any SRF capitalization or EPA Bipartisan Infrastructure Law Emerging Contaminants grant received by the Authority or the State through the Department, provided, however, that the Authority reserves the right to waive any one or more of the above requirements, while concurrently requiring others, if in its sole opinion it has received adequate assurances from the Municipality or otherwise deems it reasonable.



(b) No assignment under this Section shall relieve the Municipality from primary liability for any of its obligations under this Loan Agreement and in the event of such assignment, the Municipality shall continue to remain primarily liable for the performance and observance of its obligations to be performed and observed under this Loan Agreement.



## ARTICLE V

### DEFAULTS AND REMEDIES

Section 5.01. Events of Default. If any of the following events occur, it is hereby defined and declared to be and to constitute an Event of Default:

(a) Failure by the Municipality to pay, or cause to be paid, any payment, including the payment of principal and interest on the Municipal Securities, required to be paid hereunder when due.

(b) Failure by the Municipality to make, or cause to be made, any required payments of principal, redemption premium, if any, and interest on any bonds, notes or other obligations of the Municipality for borrowed money (other than the Loan and the Municipal Securities after giving effect to any applicable grace period), the payments of which are secured by any revenues derived or to be derived from the Utility.

(c) Failure by the Municipality to pay, or cause to be paid, the Administrative Fee or any portion thereof when due or to perform or observe any other covenant, agreement or condition on its part to be observed or performed under this Loan Agreement, other than as referred to in paragraph (a) of this section, which failure shall continue for a period of thirty (30) days after written notice, specifying such failure and requesting that it be remedied, is given to the Municipality by the Authority, unless the Authority shall agree in writing to an extension of the time prior to its expiration; however, if the failure stated in such notice is correctable but cannot be corrected within the applicable period, the Authority may not unreasonably withhold its consent to an extension of time up to 120 days from the delivery of the written notice referred to above if corrective action is instituted by the Municipality within the applicable period and diligently pursued until the Event of Default is corrected.

(d) Default in the performance or breach of any covenant, warranty or representation made by or on behalf of the Municipality in this Loan Agreement, the Municipal Bond Resolution, or in any instrument furnished in compliance with or with reference to this Loan Agreement or the Loan or in connection with the Municipal Securities.

(e) A petition is filed by or against the Municipality under any federal or state bankruptcy or insolvency law or other similar law in effect on the date of this Loan Agreement or thereafter enacted, unless in the case of any such petition filed against the Municipality such petition shall be dismissed within thirty (30) days after such filing and such dismissal shall be final and not subject to appeal; or the Municipality shall become insolvent or bankrupt or make an assignment for the benefit of its creditors; or a custodian (including, without limitation, a receiver, liquidator or trustee of the Municipality or any of its property) shall be appointed by court order to take possession of the Municipality or its property or assets if such order remains in effect or such possession continues for more than thirty (30) days.

Section 5.02. Notice of Default. The Municipality shall give the Authority prompt telephonic notice of the occurrence of any Event of Default at such time as the Municipality



becomes aware of the existence thereof. Any telephone notice pursuant to this Section 5.02 shall be confirmed in writing as soon as practicable by the Municipality.

Section 5.03. Remedies on Default. Whenever an Event of Default referred to in Section 5.01 shall have occurred and be continuing, the Authority shall have the right to take, or to direct the Trustee or its authorized agent to take, any action permitted or required under the Municipal Bond Resolution or this Loan Agreement or to exercise whatever other remedy at law or in equity available to the Authority to collect the amounts then due and thereafter to become due hereunder or to enforce the performance and observance of any duty, covenant, obligation or agreement of the Municipality hereunder. The Public Finance Authority may also exercise one or more of the following remedies: (i) withhold approval of any disbursement request, (ii) reject any pending application by the Municipality for financial assistance, and (iii) to the extent permitted by law, demand immediate payment of the Loan in full and, upon such demand, the outstanding principal amount of the Loan will be immediately due and payable, with interest accrued thereon to the date of payment.

Section 5.04. Application of Moneys. Any moneys collected by the Authority pursuant to Section 5.03 shall be applied (a) first, to pay interest due and payable on the Municipal Securities, (b) second, to pay principal due and payable on the Municipal Securities, (c) third, to pay any other amounts due and payable under this Loan Agreement.

Section 5.05. No Remedy Exclusive; Waiver; Notice. No remedy herein conferred upon or reserved to the Authority or the Trustee, if any, is intended to be exclusive and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Loan Agreement or now or hereafter existing at law or in equity. No delay or omission to exercise any right, remedy or power accruing upon any Event of Default shall impair any such right, remedy or power or shall be construed to be a waiver thereof, but any such remedy or power may be exercised from time to time and as often as may be deemed expedient. In order to entitle the Authority or the Trustee, if any, to exercise any remedy reserved to it in this Article, it shall not be necessary to give any notice, other than such notice as may be required in this Article V.

Section 5.06. Retention of Authority's Rights. Notwithstanding any assignment or transfer of this Loan Agreement pursuant to the provisions hereof or of the Municipal Bond Resolution, or anything else to the contrary contained herein, the Authority shall have the right upon the occurrence of an Event of Default to take any action, including (without limitation) bringing an action against the Municipality at law or in equity, as the Authority may, in its discretion, deem necessary to enforce the obligations of the Municipality to the Authority pursuant to this Loan Agreement and the Municipal Bond Resolution.

Section 5.07. Default by Authority. In the event of any default by the Authority under any covenant, agreement or obligation of this Loan Agreement, the Municipality may pursue any available remedy at law or in equity, including without limitation suit for damages or injunction, special action, action for specific performance or any other available equitable remedy designed to enforce the performance or observance of any duty, covenant, obligation or agreement of the Authority hereunder as may be necessary or appropriate.



ARTICLE VI

MISCELLANEOUS

Section 6.01. Notices. All notices, certificates or other communications under this Loan Agreement shall be sufficiently given and shall be deemed given when hand delivered or mailed by registered or certified mail, postage prepaid, to the Municipality, the Authority and the Department at the following addresses:

(a) Authority:

North Dakota Public Finance Authority  
1200 Memorial Highway  
P.O. Box 5509  
Bismarck, North Dakota 58506-5509  
Attention: Executive Director

(b) Department:

North Dakota Department of Environmental Quality  
Municipal Facilities  
4201 Normandy Street  
Bismarck, ND 58503-1324

(c) Municipality:

City of Fargo  
225 4<sup>th</sup> Street North  
Fargo, ND 58102  
Attention: Finance Director

AND

City of Fargo  
Attention: Water Utility Director  
435 14<sup>th</sup> Ave S.  
Fargo, ND 58103

Any of the foregoing parties may designate any further or different addresses to which subsequent notices, certificates or other communications shall be sent, by notice in writing given to the others.

Section 6.02. Binding Effect. This Loan Agreement shall inure to the benefit of and shall be binding upon the Department, the Authority and the Municipality and their respective successors and assigns.



Section 6.03. Severability. In the event any provision of this Loan Agreement shall be held illegal, invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate, render unenforceable or otherwise affect any other provision.

Section 6.04. Amendments, Supplements and Modifications. This Loan Agreement may not be amended, supplemented or modified without the prior written consent of the Authority and the Municipality.

Section 6.05. Execution in Counterparts. This Loan Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Section 6.06. Applicable Law. This Loan Agreement shall be governed by and construed in accordance with the laws of the State of North Dakota.

Section 6.07. Consents and Approvals. Whenever the written consent or approval of the Authority is required under the provisions of this Loan Agreement, such consent or approval may only be given by the Authority unless otherwise provided by law or by rules, regulations or resolutions of the Authority or unless expressly delegated to the Authority's agent.

Section 6.08. Captions. The captions or headings in this Loan Agreement are for convenience only and shall not in any way define, limit or describe the scope or intent of any provisions or Sections of this Loan Agreement.

Section 6.09. Further Assurances. The Municipality will, at the request of the Authority, authorize, execute, acknowledge and deliver such further resolutions, conveyances, transfers, assurances, financing statements and other instruments as may be necessary or desirable for better assuring, conveying, granting, assigning and confirming the rights, security interests and agreements granted or intended to be granted by this Loan Agreement and the Municipal Securities.

Section 6.10. Entire Agreement. This Loan Agreement constitutes the entire and exclusive agreement between the parties relating to the specific matters covered herein. All prior or contemporaneous verbal or written agreements, understandings, representations and/or practices relative to the specific matters herein are hereby superseded, revoked and rendered ineffective for any purpose.

[The remainder of this page left intentionally blank.]



NORTH DAKOTA PUBLIC FINANCE  
AUTHORITY

By: \_\_\_\_\_  
DeAnn Ament, Executive Director

[Signature Page to Loan Agreement]  
City of Fargo, North Dakota Sales Tax and Water Revenue Bond, Series 2025[ ]



CITY OF FARGO, NORTH DAKOTA

By: \_\_\_\_\_  
Dr. Timothy J. Mahoney, Mayor

ATTEST:

\_\_\_\_\_  
Steven Sprague, City Auditor

[Signature Page to Loan Agreement]  
City of Fargo, North Dakota Sales Tax and Water Revenue Bond, Series 2025[ ]



**EXHIBIT A**  
**DESCRIPTION OF PROJECT**

[\_\_\_\_\_]



**EXHIBIT B**

**MUNICIPAL SECURITIES PAYMENT SCHEDULE**

[insert]



**EXHIBIT C**

**NORTH DAKOTA STATE REVOLVING FUND PROGRAM  
CERTIFICATE RELATING TO LOBBYING AND LITIGATION**

The undersigned hereby certify that they are, respectively, the duly elected or appointed, qualified and acting Mayor and City Auditor of the Municipality (as defined in the North Dakota State Revolving Fund Program Loan Agreement of even date (the "Loan Agreement")), and as such officials, they are familiar with the Municipality's property, affairs, and records, and the undersigned, as such officials, hereby further acknowledge, agree, and certify as follows:

1. No grant or loan funds awarded under this State Revolving Fund Program will be used to engage in lobbying of the Federal Government or in litigation against the U.S. unless authorized under existing law. The Municipality shall abide by OMB Circulars A-21, A-87, and A-122, which generally prohibit the use of federal grant funds for litigation against the U.S. or for lobbying or other political activities.

2. The Municipality will comply with Title 40 CFR Part 34, New Restrictions on Lobbying. The Municipality shall incorporate or refer to the language of this provision in the Loan Agreement for all loans exceeding \$100,000.

3. In accordance with the Byrd Anti-Lobbying Amendment, any Municipality which makes a prohibited expenditure under Title 40 CFR Part 34 or fails to file the required certification or lobbying forms shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure.

Dated: [\_\_\_\_], 2025.

CITY OF FARGO, NORTH DAKOTA

By \_\_\_\_\_  
Mayor

By \_\_\_\_\_  
City Auditor

4930-6053-7426\2





**Water Treatment Plant**  
435 14th Avenue South  
Fargo, ND 58103  
Office: 701.241.1469 | Fax: 701.241.8110  
[www.FargoND.gov](http://www.FargoND.gov)

(35)

October 8, 2025

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

**Subject: Request for Consideration of Ordinance Change – Abandoned Lead Service Lines**

Dear Commissioners:

I am writing to request your consideration of an ordinance change to address abandoned Lead Service Lines (LSLs). An appropriate chapter in the Code of Ordinances will be determined by the City Attorney's office and Water Utility staff. The ordinance change relates to the upcoming Lead Service Line Replacement (LSLR) project, intending to replace over 2,000 LSLs throughout Fargo.

As part of the LSLR project, it may be more cost efficient in construction to leave the old LSL underground when installing the new water service line to a home or business. In this case, the LSL can no longer be connected for water service in the future as a condition of receiving 66.5 percent grant funding through the Drinking Water State Revolving Fund (DWSRF) program. This stipulation is per direction from the North Dakota Department of Environmental Quality (DEQ). A change to the Code of Ordinances to not allow future use of abandoned LSLs will address this issue and comply with DWSRF and DEQ requirements.

Your consideration is greatly appreciated in this matter.

Sincerely,

Troy B. Hall  
Water Utility Director

**RECOMMENDED MOTION: Move to direct the City Attorney's office to work with the Water Utility to review and update the Code of Ordinances to not allow abandoned Lead Service Lines to be connected for future water use.**



## REPORT OF ACTION

(36)

## UTILITY COMMITTEE

Project No. WA2501

Type: Bid Award Water Tower #6 Rehabilitation

Location: Water Treatment Plant – Water tower #6

Date of Hearing: 10/8/2025

Routing \_\_\_\_\_ Date \_\_\_\_\_  
 City Commission 10/13/2025  
 Project File \_\_\_\_\_

Dan Portlock, Assistant Water Utility Director, presented the bid award for the water tower #6 rehabilitation project (WA2501). This project will include sandblasting/repainting water tower #6 (32<sup>nd</sup> Ave S), relocating an underground valve vault, and safety improvements.

The following are the low bids for the project:

General Construction - Classic Protective Coatings: \$1,317,375.00

Electrical Construction - Magnum Electric: \$89,830.00

**MOTION:**


On a motion by Scott Olson, seconded by Scott Liudahl, the Utility Committee voted to approve the low bids for the water tower #6 rehabilitation project;

General Construction - Classic Protective Coatings: \$1,317,375.00

Electrical Construction - Magnum Electric: \$89,830.00

COMMITTEE:	Present	Yes	No	Unanimous	Proxy
Denise Kolpack, City Commissioner		X			
Brenda Derrig, Assistant 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			
Scott Liudahl, City Forester		X			
James Hausauer, Water Recl. Utility Director		X			
Troy Hall, Water Utility Director		X			
Ben Dow, Public Works Operations Director		NA			
Tom Knakmuhs, City Engineer (Nathan Boerboom)		X			
Dan Portlock, Assistant Water Utility Director		X			
Scott Olson, Solid Waste Utility Director		X			

ATTEST:

  
 Dan Portlock, PE  
 Assistant Water Utility Director

C: Tim Mahoney, Mayor  
 Commissioner Strand  
 Commissioner Piepkorn  
 Commissioner Turnberg



**Water Treatment Plant**

435 14th Avenue South

Fargo, ND 58103

Office: 701.241.1469 | Fax: 701.241.8110

[www.FargoND.gov](http://www.FargoND.gov)

MEMORANDUM  
October 2<sup>nd</sup>, 2025

**To:** Utility Committee

**From:** Dan Portlock, PE Assistant Water Utility Director *DP*

**Re:** Project WA2501 – Water Tower 6 Rehabilitation – Bid Award

Construction bids were opened at 11:45am, local time, on Wednesday September 24<sup>th</sup>, 2025 for Project WA2501, Water Tower 6 Rehabilitation (See Bid tabulation). A total of four (4) bids were opened from contractors. The Engineer's letter recommending award is attached and Water Utility Staff suggests following the Engineer's letter.

Classic Protective Coatings (General Construction): \$1,317,375.00

Magnum Electric (Electrical Construction): \$89,830.00

The bid tabulation is listed below.

<div style="display: flex; justify-content: space-between; align-items: center;"> <div style="text-align: center;"> <small>BID TABULATION WATER TOWER 6 REHABILITATION CITY OF FARGO</small> </div> </div>			
	Contract 1 - General	Contract 2 - Electrical	Contract 3 - Combined
Contractor	TOTAL PRICE	TOTAL PRICE	TOTAL PRICE
Magnum Electrical		\$89,830.00	
Classic Protective Coatings	\$1,317,375.00	\$105,900.00	\$1,423,275.00
Wilson	\$1,612,000.00	\$950,000.00	\$1,472,000.00
Full Coatings	\$1,227,500.00	\$400,000.00	\$1,429,500.00
JR Seiber	Not Opened	Not Opened	Not Opened
<b>Total Lowest Combination of Contract 1 &amp; Contract 2 (Bidders)</b>			<b>\$1,429,300.00</b>

I HEREBY CERTIFY THAT THE FOREGOING IS AN ACCURATE REPRESENTATION AND TABULATION OF ALL BIDS RECEIVED AND THAT THE MATHEMATICS HAVE BEEN CHECKED AND IS TO THE BEST OF MY KNOWLEDGE CORRECT

PROJECT MANAGER *[Signature]* DATE \_\_\_\_\_

9/28/2025

**Plan of Financing**

This project will be funded through infrastructure sales tax and is part of our Capital Improvements Plan (CIP)



**SUGGESTED MOTION:**

Award bids for project WA2501 as follows:

Contract No. 1 – General Construction to Classic Protective Coatings: \$1,317,375.00

Contract No. 2 – Electrical Construction to Magnum Electric: \$89,830.00

Your consideration in this matter is greatly appreciated.





September 29, 2025  
Dan Portlock, PE – Assistant Utilities Director  
City of Fargo – Water Utilities  
225 4th St N, Fargo  
Fargo, ND 58422

**SUBJECT: Recommendation to Accept Bids (submitted by email)**  
Re: Water Tower 6 Rehabilitation Project

Dear Mr. Portlock,

On September 24, 2025, the City of Fargo opened bids for the above-referenced project. The work was divided into two contracts:

- **Contract 1:** General Construction.
- **Contract 2:** Electrical, Instrumentation, and Controls.

Prior to bid opening, five (5) addenda were issued to clarify the bidding documents. A pre-bid meeting was also conducted, which included a site visit to Water Tower 6.

- The lowest bid for **Contract 1** was submitted by Classic Protective Coatings and was responsive to the requirements of the bidding documents.
- The lowest bid for **Contract 2** was submitted by Magnum Electric and was also responsive to the requirements of the bidding documents.
- **Contract 3** represents the combination of Contract 1 and Contract 2.

A total of 5 bids were received, one of which was rejected based on a missing contractor license, (JR Selzer). Based on the bids received, the apparent low bid is a combination of the bid submitted by

- Classic Protective Coatings (General Construction): \$1,317,375.00
- Magnum Electric (Electrical, Instrumentation, and Controls Construction): \$89,830.00

The total of these two bids (Contract 3) is \$1,407,205.00, which is less than the lowest combined bid submitted. The total bid of \$1,407,205.00 is slightly above (approximately 0.5%) of the combined Engineers Opinion of Probable Cost of \$1,400,000.00.

Both bidders were contacted and indicated that they are satisfied with their bid. Following thorough evaluation of the bids received, HDR recommends the City of Fargo award the Contract for the project to the lowest responsive and responsible bidders, Classic Protective Coatings for **Contract 1** and Magnum Electric for **Contract 2**.

Sincerely,

**HDR Engineering, Inc.**

A handwritten signature in black ink, appearing to read 'Kristofer J Knutson'.

Kristofer J Knutson, PE  
**Project Manager**  
[Kris.knutson@hdrinc.com](mailto:Kris.knutson@hdrinc.com)

**hdrinc.com**

51 North Broadway, Suite 550 Fargo, ND 58102-4970  
(701) 353-6100





BID TABULATION  
WATER TOWER & REHABILITATION  
CITY OF FARGO



Company	Contract 1 - General	Contract 2 - Electrical	Contract 3 - Combined
	TOTAL PRICE	TOTAL PRICE	TOTAL PRICE
Magnum Electrical		\$89,830.00	
Classic Protective Coatings	\$1,317,376.00	\$103,800.00	\$1,423,176.00
Viking	\$1,612,900.00	\$269,200.00	\$1,882,100.00
TMI Coatings	\$2,227,000.00	\$400,000.00	\$2,629,000.00
JR. Selzer	Not Opened	Not Opened	Not Opened
<b>Total Lowest Combination of Contract 1 &amp; Contract 2 (Bolded)</b>			
			\$1,407,206.00

I HEREBY CERTIFY THAT THE FOREGOING IS AN ACCURATE REPRESENTATION AND TABULATION OF ALL BIDS RECEIVED AND THAT THE MATHEMATICS HAVE BEEN CHECKED AND IS TO THE BEST OF MY KNOWLEDGE CORRECT.

PROJECT MANAGER Eric Selzer DATE: 9/29/2025



REPORT OF ACTION**UTILITY COMMITTEE**

(37)

Project: WW2005

Type: Change Order #2 (R&amp;R Exc. Inc.)

Location: Sanitary Lift Station #62 Improvements

Date of Hearing: 10-8-2025

<u>Routing</u>	<u>Date</u>
City Commission	<u>10-13-2025</u>
Project File	<u>                    </u>

Jim Hausauer, Water Reclamation Utility Director, presented the attached memo and Change Order #2 for Project WW2005. The Water Reclamation Utility currently operates & maintains 72 sanitary sewer lift stations as a part of the Fargo/Metro collection system. Lift Station (LS) #62 is located east of 63<sup>rd</sup> St. S approximately 1/3 mile south of 52<sup>nd</sup> Ave. S. This LS was built in 2010 and currently serves the Deer Creek & Rocking Horse service areas as well as new developments northern Horace since 2017. With rapid growth in these areas, this station has seen a rather large increase in average daily & wet weather flow. Sump pump discharge into the sanitary sewer system has caused this LS to go into high water during rain events, needing auxiliary pumps to protect property. The 2017 Horace Sewer Agreement allocates 800 gpm (1.15 mgd) to Horace through a connection near LS #62. The agreement also spells out that Horace will pay the "upcharge" to accommodate Horace flows while Fargo is responsible for the capacity increase in Rocking Horse and Deer Creek.

Change Order #2 will consist of material and labor needed for the replacement of two 10" 90-degree bends and one 10" tee. These fittings were removed as they were found to be in very poor condition as work was being performed in the valve vault.

This change order also includes additional concrete and prep to relocate the new control panel away from the wet well lid. The new control panel is much larger with more conduits; thus, the wet well concrete did not provide enough space for proper installation and future maintenance. This Improvement Project is included in the 2024-25 Capital Improvement Plan to be funded with Project WW2005-Water Reclamation Infrastructure Sales Tax Fund 455.

On a motion by Scott Olson, seconded by Dan Portlock, the Utility Committee voted to approve Project WW2005 Change Order #2 from R&R Excavating, Inc. in the amount of \$18,527.07 for the replacement of damaged fittings and additional concrete.

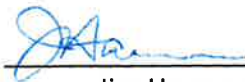
**Recommended Motion**

Concur with the Utility Committee recommendation to approve Project WW2005 Change Order #2 from R&R Excavating, Inc. in the amount of \$18,527.07 for the replacement of damaged fittings and additional concrete.



COMMITTEE:	Present	Yes	No	Unanimous
				<u>X</u>
				<u>Proxy</u>
Denise Kolpack, City Commissioner	<u>X</u>	<u>X</u>		
Susan Thompson, Director of Finance	<u>X</u>	<u>X</u>	Virtual	
Brian Ward, Water Plant Superintendent	<u>X</u>	<u>X</u>		
Mark Miller, Water Reclamation Plant Supt.	<u>X</u>	<u>X</u>		
Bruce Grubb, Temp. PT City Admin.	<u>X</u>	<u>X</u>		
Scott Liudahl, City Forester	<u>X</u>	<u>X</u>		
Scott Olson, Solid Waste Utility Director	<u>X</u>	<u>X</u>		
Jim Hausauer, Water Reclamation Utility Dir	<u>X</u>	<u>X</u>		
Troy Hall, Water Utility Director	<u>X</u>	<u>X</u>		
Ben Dow, Public Works Operations Director				
Tom Knakmuhs, City Engineer	<u>X</u>	<u>X</u>	Virtual Boerboom-proxy	
Brenda Derrig, Assistant City Administrator	<u>X</u>	<u>X</u>	Virtual	
Dan Portlock Water Utility Engineer	<u>X</u>	<u>X</u>		

ATTEST:



Jim Hausauer  
Water Reclamation Utility Director


C: Tim Mahoney, Mayor  
Commissioner Strand  
Commissioner Piepkorn  
Commissioner Turnberg



**MEMORANDUM**

October 8, 2025

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**To: Utility Committee**  
**From: Jim Hausauer, Water Reclamation Utility Director**   
**Re: Project WW2005-Change Order #2 - R&R Excavating**  
**Sanitary Lift Station #62 Improvements**

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**Background-Lift Station #62**

The Water Reclamation Utility currently operates & maintains 72 sanitary sewer lift stations (LS's) as a part of the Fargo/Metro collection system. This LS was built in 2010 & serves the Deer Creek & Rocking Horse service areas as well as new developments in Horace. With rapid growth in these areas, this LS has seen a large increase in average daily & wet weather flow. Sump pump discharge into the sanitary sewer system has caused high water alarms during rain events, needing auxiliary pumps to protect property. The 2017 Horace Sewer Agreement allocates 800 gpm (1.15 mgd) to Horace through a connection near LS #62. The agreement also spells out that Horace will pay the upcharge to accommodate Horace flows while Fargo is responsible for the capacity increase in Rocking Horse & Deer Creek.

Water Reclamation staff have also completed a LS risk assessment tool to assign a risk factor-based review of each LS & develop a prioritized/criticality list of all LS's. LS #62 ranked #1 out of 72 LS's with this assessment tool, thus Water Rec staff feel that improvements & a capacity expansion is warranted.

Bids were opened on November 20<sup>th</sup>, 2024 for work associated with Project WW2005-Lift Station #62 Improvements. The low General Construction bid was from R&R Excavating, Inc. and the low Electrical Construction bid was from JDP Electric, Inc.

**Project WW2005-Change Order #2**

Change Order #2 will consist of the replacement of two 10" 90-degree bends and one 10" tee. These fittings were removed to perform work in the valve vault and were found to be in worse condition than expected. \$10,052.07 in material and labor costs.

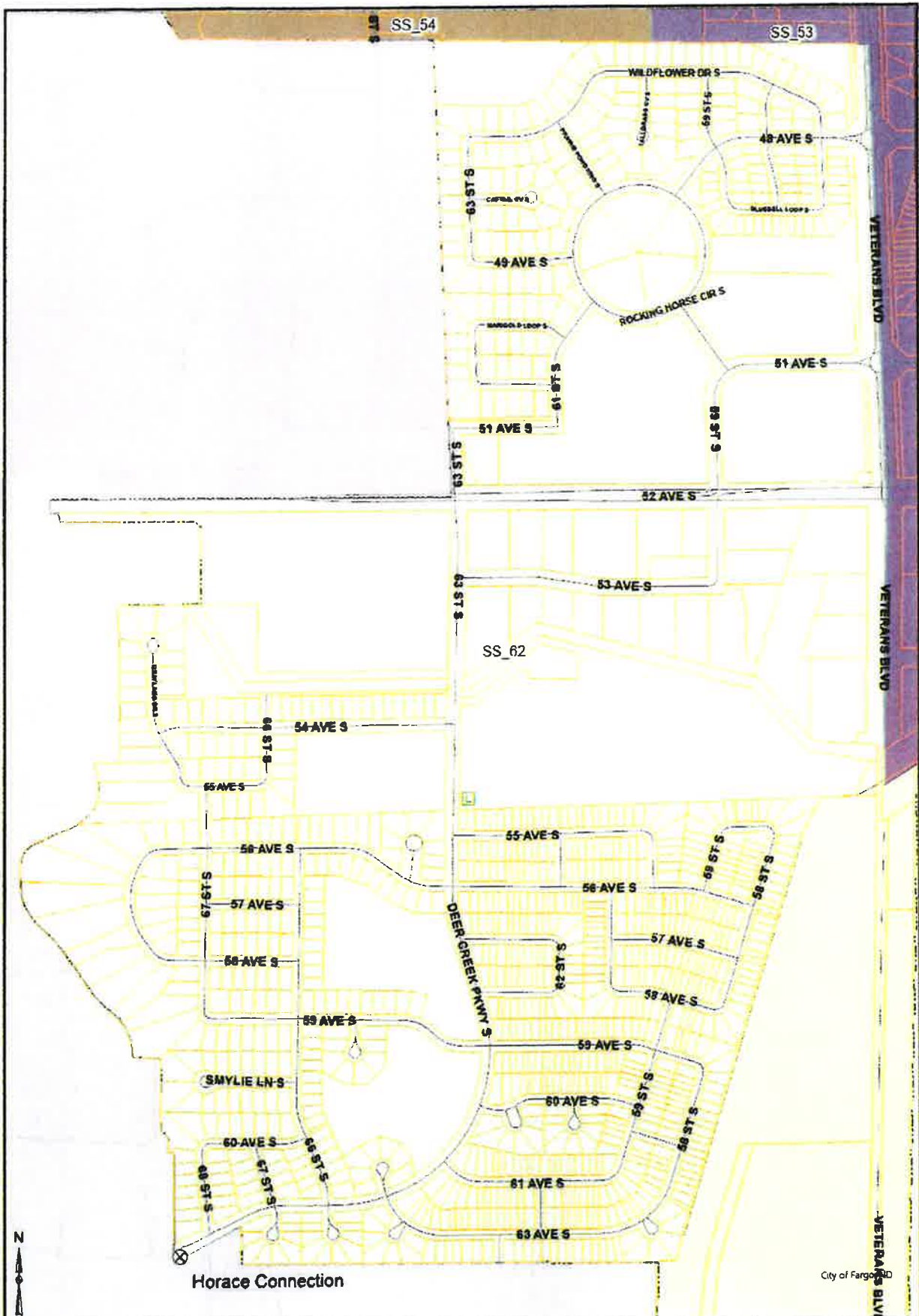
This Change Order also includes additional concrete and prep to relocate the new control panel away from the wet well lid. The new control panel is larger and the total # of conduits required to penetrate the wet well concrete wall did not provide enough space for proper installation. \$8,475.00 in material and labor costs.

This Improvement Project is included in the 2024-25 Capital Improvement Plan to be funded with Project WW2005-Water Reclamation Infrastructure Sales Tax Fund 455.

**Recommended Motion**

Approve attached Project WW2005 Change Order #2 from R&R Excavating, Inc. in the amount of \$18,527.07 for the replacement of deteriorated fittings and additional concrete for the control panel pad.









September 10, 2024

Mr. Jim Hausauer  
Water Reclamation Utility Director  
City of Fargo  
Fargo Regional Water Reclamation Facility  
3400 Broadway  
Fargo, ND 58102

**Re: Change Order No. 2 to Contract No. 1 – General Construction  
Fargo Lift Station 62 Improvements  
City of Fargo Project #WW2005**

Dear Mr. Hausauer:

Enclosed please find **Change Order No. 2 to Contract No. 1**. The Change Order pertains to the following changes to the project:

**Change Order No. 2 to Contract No. 1 – General Construction**

1. **Replacement of Existing Fittings** – Consists of the replacement of the existing two (2) 10-inch 90° bends and one (1) 10-inch tee. During construction these fittings were removed to perform work within the valve vault and found to be in worse condition than originally anticipated. This item includes material, labor costs, and Contractor markup.
  - a. *Adder of \$10,052.07*
2. **Additional Concrete for Control Panel Pad** - This item includes additional concrete and preparation to relocate the new control panel off of the wet well lid. Due to the larger size of the new control panel and the total number of conduits required to penetrate the wet well concrete wall, reusing the original mounting location did not provide enough space for proper installation. This item includes materials, labor costs, and Contractor markup.
  - a. *Adder of \$8,475.00*

*Contract No. 1 Change Order Amount: \$18,527.07*

Upon the City of Fargo's acceptance of **Change Order No. 2 to Contract No. 1**, please sign and date each respective form. Please return a scanned copy of the formal change order forms containing all signatures to AE2S. AE2S will forward the signed copies to the contractors and will retain a copy for our records. Please contact me if you have any questions or need additional information.





Sincerely,

**AE2S**

A handwritten signature in blue ink, appearing to read "Alan Tellefson", written in a cursive style.

Alan Tellefson, PE  
Project Engineer

Attachments:

Change Order No. 2 – Replacement Fittings and Additional Concrete



**CONTRACT NO. 1 – GENERAL CONTRSUCTION****CHANGE ORDER NO.: 2**

Owner:	City of Fargo	Owner's Project No.:	WW2005
Engineer:	AE2S	Engineer's Project No.:	P00803-2024-009
Contractor:	R&R Excavating	Contractor's Project No.:	
Project:	Lift Station 62 Improvements		
Contract Name:	Contract No. 1 – General Construction		
Date Issued:	9/10/2025	Effective Date of Change Order:	9/10/2025

The Contract is modified as follows upon execution of this Change Order:

**Description:**

This change order includes the replacement of existing fittings found to be in poor condition within the valve vault and additional concrete to extend the generator pad to allow room for relocating the new control panel off the wet well lid.

**Attachments:**


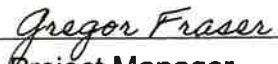
PCO Added 10" 90 Bends and Tee

PCO Added Generator Pad

<b>Change in Contract Price</b> <b>Change in Contract Times</b> <b>[State Contract Times as either a specific date or a number of days]</b>	
<b>Original Contract Price:</b>  \$ 510,245.39	<b>Original Contract Times:</b> Utility Power Substantial Completion: May 31, 2025 Generator Power Substantial Completion: October 1, 2025 Ready for final payment: October 31, 2025
<b>[Increase] [Decrease] from previously approved Change Orders No. 1:</b>  \$ 13,981.35	<b>[Increase] [Decrease] from previously approved Change Orders No.1 to No.</b> Utility Power Substantial Completion: September 15, 2025 Generator Power Substantial Completion: December 1, 2025 Ready for final payment: December 31, 2025
<b>Contract Price prior to this Change Order:</b>  \$ 524,266.74	<b>Contract Times prior to this Change Order:</b> Utility Power Substantial Completion: September 15, 2025 Generator Power Substantial Completion: December 1, 2025 Ready for final payment: December 31, 2025
<b>[Increase] [Decrease] this Change Order:</b>  \$ 18,527.07	<b>[Increase] [Decrease] this Change Order:</b> Utility Power Substantial Completion: Generator Power Substantial Completion: Ready for final payment:



Contract Price incorporating this Change Order:	Contract Times with all approved Change Orders:
	Utility Power Substantial Completion: September 15, 2025
	Generator Power Substantial Completion: December 1, 2025
\$ 542,793.81	Ready for final payment: December 31, 2025

Recommended by Engineer (if required)	Accepted by Contractor
By: <u></u>	<u></u>
Title: <u>Project Engineer</u>	<u>Project Manager</u>
Date: <u>9/10/2025</u>	<u>9/15/25</u>
<u>Authorized by Owner</u>	<u>Approved by Funding Agency (if applicable)</u>
By: _____	_____
Title: _____	_____
Date: _____	_____





1149 Highway 22 S  
Hutchinson, MN 55350  
Ph: 320-587-5918

## Change Order Pricing

Change Order
Added 10"-90 Bends and Tee

Project:
Fargo 62 Lift Station

Item #	Description	Qty	UOM	Unit Price	Extended Price
1	Materials	1.00	LS	\$ 7,961.25	\$ 7,961.25
2	Labor	1.00	LS	\$ 1,177.00	\$ 1,177.00
3	10% Prime Contractor Mark Up	1.00	LS	\$ 913.82	\$ 913.82
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
Total:				\$	10,052.07

Submitted By: Gregor Fraser  
R&R Excavating Inc.

Date: 9/9/2025

Accepted By: \_\_\_\_\_  
Project Engineer / City Representative

Date: \_\_\_\_\_





# Invoice

Remit To:  
Core & Main LP  
PO Box 28330  
Saint Louis, MO 63146  
USA

Invoice # PNV0000004762  
Invoice Date 8/26/2025  
Branch # 1251 Fargo ND  
Branch Phone 701-219-7480  
Terms NET 30  
Total Amount Due 7,820.06

Account # C00100586  
R & R EXCAVATING  
1149 HIGHWAY 22 S  
HUTCHINSON, MN 55350-7037  
USA

Shipped On 8/25/2025  
Shipped Via SchedCust  
To: 4900 19th Ave  
Fargo, ND 58102  
USA

Project Name: Contract: Lift Station 62 Improve  
Project ID PJ1000000264  
Sales Order SO1000017842

Item	Description	Quantity	Unit Price	UM	Extended Price		
10042507	10 FLG FF SEALTITE GASK STF10	5.00	15.39	EA	76.95		
Seq #: 260 Load ID: LD1000024034							
10041326	10 304SS HEX BOLT & NUT KIT	5.00	75.71	EA	378.55		
Seq #: 270 Load ID: LD1000024034							
10062958	10" x 2' DI Pipe FLG x PE Protecto 401™ Lined and Primed Coated Import	1.00	1,304.16	EA	1,304.16		
Seq #: 0 Load ID: LD1000024034							
10045015	10 FLG 90 C110 P401 PR IMP	2.00	1,575.43	EA	3,150.86		
Seq #: 0 Load ID: LD1000024034							
10045100	10" Flanged Ductile Iron C110 Tee, P401 Lined and Prime Coated	1.00	2,043.15	EA	2,043.15		
Seq #: 0 Load ID: LD1000024034							
Subtotal					6,953.67		
Subtotal		Freight	Handling	Restocking	Delivery	Tax	Total
6,953.67		305.00				561.39	7,820.06

PrePayment: 0.00

## Proof of Delivery

Carrier: Customer  
Tracking:  
Delivered: 8/25/2025 9:21:07 PM

This transaction is governed by and subject to Core and Main's standard terms and conditions, which are incorporated by reference and accepted.  
To review these terms and conditions, please visit: <https://tandc.coreandmain.com>





## Invoice

Remit To:  
Core & Main LP  
PO Box 28330  
Saint Louis, MO 63146  
USA

Invoice # PNV0000004700  
Invoice Date 8/25/2025  
Branch # 1251 Fargo ND  
Branch Phone 701-219-7480  
Terms NET 30  
Total Amount Due 141.19

Account # C00100586  
R & R EXCAVATING  
1149 HIGHWAY 22 S  
HUTCHINSON, MN 55350-7037  
USA

Shipped On 8/22/2025  
Shipped Via CNMFlatBed  
To: 5400 63rd St S  
Fargo, ND 58104  
USA

Project Name: Contract: Lift Station 62 Improve  
Project ID PJ1000000264

Ordered By: GREGOR  
Purchase Order # Fargo Lift 62  
Sales Order SO1000002304  
Note: Vactor connection and filler flange need to be welded

Item	Description	Quantity	Unit Price	UM	Extended Price		
10043333	7/8X4 304SS STUD FULL THD	16.00	7.31	EA	116.96		
Seq #: 0							
Load ID: LD1000023943							
10042919	7/8 HEX NUT 304SS	16.00	0.88	EA	14.08		
Seq #: 0							
Load ID: LD1000023943							
Subtotal					131.04		
Subtotal		Freight	Handling	Restocking	Delivery	Tax	Total
131.04						10.15	141.19

PrePayment: 0.00

## Proof of Delivery

Carrier: CNM  
Tracking:  
Delivered: 8/22/2025 7:25:52 PM

This transaction is governed by and subject to Core and Main's standard terms and conditions, which are incorporated by reference and accepted.  
To review these terms and conditions, please visit: <https://tandc.coreandmain.com>





## Change Order Pricing

1149 Highway 22 S  
Hutchinson, MN 55350  
Ph: 320-587-5918

Change Order
Added Generator Pad

Project:
Fargo 62 Lift Station

Item #	Description	Qty	UOM	Unit Price	Extended Price
1	Concrete Pad	1.00	LS	\$ 7,250.00	\$ 7,250.00
2	Pad Prep Work	1.00	LS	\$ 500.00	\$ 500.00
3	10% Prime Contractor Mark Up	1.00	LS	\$ 725.00	\$ 725.00
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
Total:				\$	8,475.00

Submitted By: Gregor Fraser  
R&R Excavating Inc.

Date: 9/9/2025

Accepted By: \_\_\_\_\_  
Project Engineer / City Representative

Date: \_\_\_\_\_





P.O. Box 2871  
 Fargo, ND 58108-2871  
 Business - 701.281.1212  
 Fax - 701.277.8005

## Change Order Proposal

Date: 9/4/2025

Re: **Lift Station 62 Improvements**  
**City of Fargo, ND**

**Opp Construction proposes the following prices on the aforementioned project.**

<u>Item No.</u>	<u>Description</u>	<u>Quantity</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Total</u>
1	Concrete Generator Pad - ADDED Cost (Increase size from originally planned)	1.00	L.Sum	7,250.00	7,250.00

Respectfully Submitted,

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

**OppConstruction.com**  
 Offices in Grand Forks & Fargo



(38)

REPORT OF ACTION

**UTILITY COMMITTEE**

Project: WW1707

Type: Advanced Engineering Task Order #11 Amendment #2

Location: Water Reclamation Facility (WRF) Flood Protection Project

Date of Hearing: 10-8-2025

<u>Routing</u>	<u>Date</u>
City Commission	<u>10-13-2025</u>
Project File	<u>                    </u>

Jim Hausauer, Water Reclamation Utility Director, presented the attached memo and Task Order #11 Amendment #2 for Project WW1707. This Project is associated with the FEMA Pre-Disaster Mitigation (PDM) WRF Flood Protection Project. The Fargo/Regional WRF previously did not have permanent flood control measures in place to protect the facility during flooding events. The WRF had previously relied on temporary measures (such as earthen levees) to protect the facility from river flooding. As a regional provider of wastewater services, the City has a large investment in the current WRF and its operations.

The FEMA Pre-Disaster Mitigation (PDM) program makes Federal funds available to State, Local and Tribal Governments to implement and sustain cost effective measures to reduce risk to individuals and property from natural hazards, while reducing reliance on Federal funding from future disasters. The PDM program provided 75% funding for construction of a 500-year levee to protect WRF infrastructure & eliminate the need for temporary levees for future floods. The estimate for the WRF Levee is \$4.4 million resulting with the Federal share of \$3.3M. The project will provide WRF flood protection to a 500-year flood elevation and tie into the emergency measure line of protection for the City of Fargo.

A key assumption with Task Order #11 included a final Completion Date of October 31, 2024. Previous approved change orders as well as schedule extensions due to equipment procurement issues & construction coordination activities with the additional projects, have extended the schedule of the WRF Flood Protection Project to September 2025. The extended construction schedule and field changes have resulted in additional construction administration and field services provided by AE2S in the amount of \$12,800 with the local share of \$3,200 as per the aforementioned FEMA PDM funding formula (75% federal/25% local). Note: The local share has a sufficient budget placeholder in the WRF Infrastructure Sales Tax Fund 455 and is found the WRF 20-year CIP.

On a motion by Troy Hall, seconded by Brian Ward, the Utility Committee voted to approve Amendment #2 to AE2S Task Order #11 for Project WW1707 (WRF Flood Protection Project).

**Recommended Motion**

Concur with the Utility Committee recommendation to approve Amendment #2 to AE2S Task Order #11 for Project WW1707 (WRF Flood Protection Project).



COMMITTEE:	Present	Yes	No	Unanimous	X
					X
					Proxy
Denise Kolpack, 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			
Scott Liudahl, City Forester	X	X			
Scott Olson, Solid Waste Utility Director	X	X			
Jim Hausauer, Water Reclamation Utility Dir.	X	X			
Troy Hall, Water Utility Director	X	X			
Ben Dow, Public Works Operations Director					
Tom Knakmuhs, City Engineer	X	X	Virtual - Boerboom - proxy		
Dan Portlock, Water Utility Engineer	X	X			
Brenda Derrig, Asst. City Administrator	X	X	Virtual		

ATTEST:

  
Jim Hausauer

Water Reclamation Utility Director

C: Mayor Mahoney  
Commissioner Strand  
Commissioner Piepkorn  
Commissioner Turnberg



**MEMORANDUM**

**October 8<sup>th</sup>, 2025**

**To: Utility Committee**  
**From: Jim Hausauer, Water Reclamation Utility Director**  
**Re: Project WW1707 AE2S Task Order #11 – Amendment #2**  
**FEMA Pre-Disaster Mitigation Project - Water Reclamation Facility Flood Protection Project**

**Background Pre-Disaster Mitigation**

The Fargo/Regional Water Reclamation Facility (WRF) previously did not have permanent flood control measures in place to protect the facility during flooding events. The WRF had previously relied on temporary measures (such as earthen levees) to protect the facility from river flooding. As a regional provider of wastewater services, the City has a rather large investment in the current WRF and its operations.

The FEMA Pre-Disaster Mitigation (PDM) program makes Federal funds available to State, Local and Tribal Governments to implement and sustain cost effective measures to reduce risk to individuals and property from natural hazards, while reducing reliance on Federal funding from future disasters. The PDM program provided 75% funding for construction of a 500-year levee to protect WRF infrastructure & eliminate the need for temporary levees for future floods. The cost share provides 75% Federal funding of the eligible costs, with the remaining 25% of eligible costs coming from local sources. The estimate for the WRF Levee was \$4.4 million resulting with the Federal share of \$3.3M. Now complete, the project will provide WRF flood protection to a 500-year flood elevation and tie into the emergency measure line of protection for the City of Fargo. In April 2024 bids were opened for work associated with the WRF Flood Protection Project, with the low responsible bid from Park Construction Company in the amount of \$3,720,432.80.

AE2S Task Order #11 provided final design services, value engineering & rebidding services, construction administration, field services, post construction warranty and record drawing services.

As the WRF had 3 concurrent large construction projects taking place, sequencing of project closure was discussed. It was determined that a section north of the newly constructed levee, should be final graded and seeded with the Park Construction Co. contract requiring additional topographical survey and grading design. Amendment #1 included:

- Topographical surveys/grading design of a one-acre area on the north side of the earthen levee.
- Revise construction drawings with a new concrete, grading and storm plan
- Additional request for information (RFI's) from the Contractor and additional site visits for the Engineer.

**Task Order #11- Amendment #2**

A key assumption with Task Order #11 included a final Completion Date of October 31, 2024. Previous approved change orders as well as schedule extensions due to equipment procurement issues and construction coordination activities with the additional projects, have extended the schedule of the WRF Flood Protection Project to September 2025. The extended construction schedule and field changes have resulted in additional construction administration and field services provided by AE2S in the amount of \$12,800 with the local share of \$3,200 as per the aforementioned FEMA PDM funding formula (75% federal/25% local). Note: The local share has a sufficient budget placeholder in the WRF Infrastructure Sales Tax Fund 455 and is found the WRF 20-year CIP.

**Recommended Motion**

Approve the attached Amendment #2 for Task Order #11 from AE2S in the amount of \$12,800 for Project WW1707-Water Reclamation Facility Flood Protection Project.





October 1, 2025

Jim Hausauer  
Fargo Water Reclamation Utility Director  
3400 North Broadway  
Fargo, ND 58102

**RE: Fargo WWTP Flood Protection Improvements  
Additional Construction Phase Services  
Amendment #2 to Water Reclamation Consulting Task Order No. 11**

Dear Jim:

Thank you for the opportunity to submit this letter proposal for professional engineering services for the Fargo WWTP Flood Protection Improvements Project. This letter and the attached Amendment #2 to Water Reclamation Consulting Task Order No. 11 provide the proposed scope of services for additional construction phase services. The proposed fee for these services, expenses, and reimbursables is \$12,800.

Task Order No. 11 included both construction administration and construction field services to support the Project. A key assumption in Task Order No. 11 was a Final Completion Date of October 31, 2024. Previously approved change orders, as well as schedule extensions due to equipment procurement issues and coordinating construction activities with the ongoing WWTP Expansion project, have extended the schedule of the Flood Protection Improvements Project. The anticipated adjusted Final Completion date for the Project is September 30, 2025. The extended construction schedule and field changes due to equipment procurement issues resulted in additional construction administration and field services performed by AE2S.

This Project is approximately 75 percent funded through a FEMA Pre-Disaster Mitigation (PDM) grant with the remaining costs to be City of Fargo local share. Services provided under this Amendment are considered an eligible grant expense.

If you agree with the proposed scope of services and associated professional fees presented in the attached Amendment #2 to Water Reclamation Consulting Task Order No. 11, 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 a successful project to provide permanent flood protection for the Fargo RWRP.

Submitted in Service,

A handwritten signature in blue ink, appearing to read "Ryan Grubb", is written over a faint, larger blue ink signature that is partially visible in the background.

Ryan Grubb, PE  
Operations Manager

Enclosures



## **Amendment No. 02 To Water Reclamation Consulting Task Order No. 11**

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In accordance with Exhibit K of the Agreement Between Owner and Engineer for Professional Wastewater Consulting Services – Task Order Edition, dated January 1, 2021 (“Agreement”), Owner and Engineer agree to amend an existing Task Order as follows:

### **1. Background Data:**

- a. Effective Date of Amendment: October 13, 2025
- b. Owner: City of Fargo (Water Reclamation Utility)
- c. Engineer: Advanced Engineering and Environmental Services, LLC (AE2S)
- d. Engineer Project No.: P00803-2024-004
- e. Project Title: Fargo WWTP Flood Protection Improvements

### **2. Description of Modifications**

- a. Engineer shall perform the following Additional Services:

#### **Phase 060 – Construction Administration Services**

- The original task order assumed a project Final Completion date of October 31, 2024. The Project has experienced a prolonged construction duration due to equipment procurement issues (requiring field changes) and competing construction activities onsite as part of the WWTP Expansion. The revised Final Completion date is anticipated to be September 30, 2025. The extended construction schedule and field changes required due to equipment procurement issues resulted in additional out-of-scope construction administration services performed by the Engineer.

#### **Phase 061 – Construction Field Services**

- The original task order assumed a project Final Completion date of October 31, 2024. The Project has experienced a prolonged construction duration due to equipment procurement issues (requiring field changes) and competing construction activities onsite as part of the WWTP Expansion. The revised Final Completion date is anticipated to be September 30, 2025. The extended construction schedule and field changes required due to equipment procurement issues resulted in additional out-of-scope construction field services performed by the Engineer.

- b. For the Additional Services or the modifications to services set forth above, Owner shall pay Engineer the following additional or modified compensation:



<i>Phase</i>	<i>Task Number and Task Name</i>	<i>Payment Method</i>	<i>Estimated Hours</i>	<i>Amount</i>
<b>060</b>	<b>Construction Administration Services</b>	<i>Method A</i>		
	01 Project Management		4	\$900
	02 Construction Administration		17	\$3,400
<b>061</b>	<b>Construction Field Services</b>	<i>Method B</i>		
	01 Construction Field Services		46	\$8,500
<b>Total</b>			<b>67</b>	<b>\$12,800</b>

### 3. Task Order Summary (Reference only)

- a. Original Task Order amount: \$261,500.00
- b. Net change for prior amendments: \$ 21,900.00
- c. This amendment amount: \$ 12,800.00
- d. Adjusted Task Order amount: \$296,200.00

The foregoing Task Order Summary is for reference only and does not alter the terms of the Task Order, including those set forth in Exhibit C of the Agreement.

Owner and Engineer hereby agree to modify the above-referenced Task Order as set forth in this Amendment. All provisions of the Agreement and Task Order not modified by this or previous Amendments remain in effect.

The Effective Date of this Amendment is October 13, 2025.

OWNER: City of Fargo (Water Reclamation Utility)

ENGINEER: Advanced Engineering and Environmental Services, LLC (AE2S)

By:



By:

\_\_\_\_\_

Name:

Jim Hausauer, REHS

Name:

Ryan Grubb, PE

Title:

Water Reclamation Utility Director

Title:

Operations Manager



REPORT OF ACTION  
**UTILITY COMMITTEE**

(39)

Project: WW1707

Type: Final Balancing Change Order #3-Park Construction Co.

Location: Water Reclamation Facility (WRF) Flood Protection Project

Date of Hearing: 10-8-2025

<u>Routing</u>	<u>Date</u>
City Commission	<u>10-13-2025</u>
Project File	<u>                    </u>

Jim Hausauer, Water Reclamation Utility Director, presented the attached memo and Final Balancing Change Order #3 from Park Construction Co. for Project WW1707. This Project is associated with the FEMA Pre-Disaster Mitigation (PDM) WRF Flood Protection Project. The Fargo/Regional WRF previously did not have permanent flood control measures in place to protect the facility during flooding events. The WRF had previously relied on temporary measures (such as earthen levees) to protect the facility from river flooding. As a regional provider of wastewater services, the City has a rather large investment in the current WRF and its operations.

The FEMA Pre-Disaster Mitigation (PDM) program makes Federal funds available to State, Local and Tribal Governments to implement and sustain cost effective measures to reduce risk to individuals and property from natural hazards, while reducing reliance on Federal funding from future disasters. The PDM program provided 75% funding for construction of a 500-year levee to protect WRF infrastructure & eliminate the need for temporary levees for future floods. The estimate for the WRF Levee is \$4.4 million resulting with the Federal share of \$3.3M. The project will provide WRF flood protection to a 500-year flood elevation and tie into the emergency measure line of protection for the City of Fargo.

In April 2024, bids were opened for work associated with this project, with the low responsible bid from Park Construction Co. in the amount of \$3,720,432.80. Note: The local share had a budget placeholder in the WRF Infrastructure Sales Tax Fund 455 and is found the WRF 20-year CIP.

Final Balancing Change Order #3 includes:

- Additional Controlled Low Strength Material (CLSM) required for the floodwall crossing of a 30" force main due to the force main being in a different location than anticipated resulting in a larger opening in the floodwall. (Adder of \$4,000)
- Additional labor and equipment to clean up debris where the levee was to be constructed due to the WRF Expansion and Effluent Reuse Facility (ERF 2) projects. (Adder of \$5,292)
- Owner requested elevation of two existing storm water catch basins, including 6-8 inches of adjustment rings for each. (Adder of \$1,000)
- Owner requested reduction of concrete paving on the dry side of the floodwall. (Deduct of \$36,783)
- Final balancing of contract bid items: Additions and deletions to unit price bid items to reflect installed quantities. (Deduct of \$120,369.37)
- Time extension request: Includes no cost time extension due to additional time delays in procurement of sheet pile, and delays in the procurement of a 72" sluice gate, and extreme cold temperatures preventing installation of the 72-inch sluice gate. Final Completion extended from 6/20/2025 to 9/15/2025.
- Final Balancing Change Order #3: **Deduction of \$146,860.37**

On a motion by Susan Thompson, seconded by Nathan Boerboom, the Utility Committee voted to approve Project WW1707 Final Balancing Change Order #3 with Park Construction Co. for a deduct in the contract amount of \$146,860.37 and a time extension of the completion date to September 15, 2025.



**Recommended Motion**

Concur with the Utility Committee recommendation to approve Project WW1707 Final Balancing Change Order #3 with Park Construction Co. for a deduct in the contract amount of \$146,860.37 and a time extension of the completion date to September 15, 2025.

COMMITTEE:	Present	Yes	No	Unanimous	X
					X
					Proxy
Denise Kolpack, 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			
Scott Liudahl, City Forester	X	X			
Scott Olson, Solid Waste Utility Director	X	X			
Jim Hausauer, Water Reclamation Utility Dir.	X	X			
Troy Hall, Water Utility Director	X	X			
Ben Dow, Public Works Operations Director					
Tom Knakmuhs, City Engineer	X	X	Virtual -	Boerboom - proxy	
Dan Portlock, Water Utility Engineer	X	X			
Brenda Derrig, Asst. City Administrator	X	X	Virtual		

ATTEST:



Jim Hausauer  
Water Reclamation Utility Director

C: Mayor Mahoney  
Commissioner Strand  
Commissioner Piepkorn  
Commissioner Turnberg




**MEMORANDUM**

**October 8<sup>th</sup>, 2025**

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**To: Utility Committee**

**From: Jim Hausauer, Water Reclamation Utility Director** 

**Re: Project WW1707 Change Order #3-Park Construction Co.  
FEMA Pre-Disaster Mitigation Project - Water Reclamation Facility Flood Protection Project**

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**Background Pre-Disaster Mitigation**

The Fargo/Regional Water Reclamation Facility (WRF) previously did not have permanent flood control measures in place to protect the facility during flooding events. The WRF had previously relied on temporary measures (such as earthen levees) to protect the facility from river flooding. As a regional provider of wastewater services, the City has a rather large investment in the current WRF and its operations.

The FEMA Pre-Disaster Mitigation (PDM) program makes Federal funds available to State, Local and Tribal Governments to implement and sustain cost effective measures to reduce risk to individuals and property from natural hazards, while reducing reliance on Federal funding from future disasters. The PDM program provided 75% funding for construction of a 500-year levee to protect WRF infrastructure & eliminate the need for temporary levees for future floods. The cost share provides 75% Federal funding of the eligible costs, with the remaining 25% of eligible costs coming from local sources. The estimate for the WRF Levee was \$4.4 million resulting with the Federal share of \$3.3M. Now complete, the project will provide WRF flood protection to a 500-year flood elevation and tie into the emergency measure line of protection for the City of Fargo. In April 2024 bids were opened for work associated with the WRF Flood Protection Project, with the low responsible bid from Park Construction Company in the amount of \$3,720,432.80.

**Change Orders 1 and 2:**

Previous approved Change Orders for this project included:

1. CO#1 included an additional 4" water main gate valve
2. CO#2 included a brick ledger angle, unexpected water main that required additional paving, additional site and top soil grading, additional storm water drainage barrels, and additional grading and revised concrete plan.

**Final Balancing Change Order #3:**

- Additional Controlled Low Strength Material (CLSM) required for the floodwall crossing of a 30" force main due to the force main being in a different location than anticipated resulting in a larger opening in the floodwall. (Adder of \$4,000)
- Additional labor and equipment to clean up debris where the levee was to be constructed due to the WRF Expansion and Effluent Reuse Facility (ERF 2) projects. (Adder of \$5,292)
- Owner requested elevation of two existing storm water catch basins, including 6-8 inches of adjustment rings for each. (Adder of \$1,000)
- Owner requested reduction of concrete paving on the dry side of the floodwall. (Deduct of \$36,783)
- Final balancing of contract bid items: Additions and deletions to unit price bid items to reflect installed quantities. (Deduct of \$120,369.37)
- Time extension request: Includes no cost time extension due to additional time delays in procurement of sheet pile, and delays in the procurement of a 72" sluice gate, and extreme cold temperatures preventing installation of the 72-inch sluice gate. Final Completion extended from 6/20/2025 to 9/15/2025.

Change Order #3 amount to Contract #1: **Deduction of \$146,860.37**



Recommended Motion

Approve Change Order #3 from Park Construction Co for an extension of the final completion date to 9-15-2025, and a deduction in Contract #1 in the amount of \$146,860.37 for Project WW1707-Water Reclamation Facility Flood Protection Project.





October 3, 2025

Mr. Mark Miller  
Water Reclamation Utility Superintendent  
City of Fargo  
Fargo Regional Water Reclamation Facility  
3400 Broadway  
Fargo, ND 58102

**Re: Change Order No. 3 to Contract No. 1 – General Construction  
Fargo WWTP Flood Protection Project  
City of Fargo Project #WW1707**

Dear Mr. Miller:

Enclosed please find **Change Order No. 3 to Contract No. 1**. The Change Order pertains to the following changes to the project:

**Change Order No. 3 to Contract No. 1 – General Construction**

**1. Park's PCO #9**

- a. Consists of additional CLSM required for the floodwall crossing of the 30-inch sanitary force main, just north of the Final Clarifier. The CLSM was required due to the force main being in a slightly different location than anticipated once exposed. The adjusted alignment resulted in a larger opening in the floodwall due to the sheet pile orientation, which required additional CLSM for back fill of the force main.
  - i. *Adder of \$4,000.00*
- b. Consists of additional labor and equipment to clean up debris from site where the earthen levee was planned to be constructed. The facility grounds of the Regional Water Reclamation Facility have been occupied by other contractors to construct the Phase II Expansion Project and the ERF 2.0 project. Significant amounts of small debris was left behind and had to be cleaned up prior to the earthen levee construction. If the area was not cleaned up, the earthen material would have been deemed un-usable for the construction of the levee by the geotechnical engineer. It was determined to be more cost effective to clean the area up compared to additional excavation/sorting/hauling to remove and replace the earthen material.
  - i. *Adder of \$5,292.00*
- c. Consists of the Owner-requested elevating two (2) existing storm catch basins just south of the central lift station for improved grades related to operation and maintenance, which included 6-8 inches of adjustment rings for each catch basin.
  - i. *Adder of \$1,000.00*





2. **Concrete Paving Deductions** – Owner requested to have less concrete paving in the area on the dry side of the floodwall and just north of the Final Clarifier. The original designed paving area for restoration was reduced by plan revision C108\_Rev02, resulting in a deduction to the contract.
  - a. *Deduct of \$36,783.00*
3. **Final Balancing of Contract Bid Items** – Consists of additions and deductions to multiple unit price bid items to reflect installed quantities.
  - a. *Deduct of \$120,369.37*
4. **Time Extension Request** - This item includes a no-cost time extension request due to additional delays in procurement of the sheet pile material for the floodwall, delays in procurement of the 72-inch sluice gate, and extreme cold temperatures preventing install of the 72-inch sluice gate, outside of the Contractor's control.
  - a. *Adder/deduct of \$0.00*
  - b. *Substantial Completion extended from 11/26/2024 to 06/24/2025.*
  - c. *Final Completion extended from 06/20/2025 to 09/15/2025.*

*Change Order No. 3 Amount to Contract No. 1: Deduction of \$146,860.37.*

Upon the City of Fargo's acceptance of **Change Order No. 3 to Contract No. 1**, please sign and date each respective form. Please return a scanned copy of the formal change order forms containing all signatures to AE2S. AE2S will forward the signed copies to the contractors and will retain a copy for our records. Please contact me if you have any questions or need additional information.

Sincerely,

AE2S

A handwritten signature in blue ink that reads "Matt Mazourek".

Matt Mazourek, PE, CFM  
Project Engineer

Attachments:

Change Order No. 3 (includes additional attachments)



Change Order No. 3

Date of Issuance: Owner Signature Date      Effective Date:      Owner Signature Date  
 Owner: City of Fargo      Owner's Contract No.: WW1707  
 Contractor: Park Construction Co.      Contractor's Project No.: 24008  
 Engineer: AE2S      Engineer's Project No.: 00803-2016-070  
 Project: Fargo WWTP Flood Protection      Contract Name:      Contract No. 1 – General Construction

The Contract is modified as follows upon execution of this Change Order:

Description: Change order includes 1 PCO from Contractor for additional CLSM required for 30in SSFM crossing, Initial site debris clean up, and elevating of storm CBs south of LS1. Change order includes deduction for changes to the concrete paving per plan Revision 02 on plan sheet C108. Change Order includes balancing of original quantities to match existing quantities incorporated in the Work.

Attachments: 1. Contractor's PCO #9; 2. Deductions to Bid Items for changes from C108\_REV01 to C108\_REV02; 3. Summary of Quantity Balancing.

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIMES
Original Contract Price: \$ 3,720,432.80	Original Contract Times: Substantial Completion: 10/15/2024 Ready for Final Payment: 12/15/2024 dates
Increase from previously approved Change Orders No. 1 to No. 2 : \$ 122,371.39	Increase from previously approved Change Orders No. 1 to No. 2 : Substantial Completion: 11/26/2024 Ready for Final Payment: 6/20/2025 days
Contract Price prior to this Change Order: \$ 3,842,804.19	Contract Times prior to this Change Order: Substantial Completion: 11/26/2024 Ready for Final Payment: 6/20/2025 dates
Decrease of this Change Order: \$ 146,860.37	Increase of this Change Order: Substantial Completion: 6/24/2025 Ready for Final Payment: 9/15/2025 dates
Contract Price incorporating this Change Order: \$ 3,695,943.82	Contract Times with all approved Change Orders: Substantial Completion: 6/24/2025 Ready for Final Payment: 9/15/2025 dates

RECOMMENDED:	ACCEPTED:	ACCEPTED:
By: <u>Matthew Maynard</u>	By: _____	By: <u>Scott Neumann</u>
Engineer (if required)	Owner (Authorized Signature)	Contractor (Authorized Signature)
Title: <u>Project Engineer</u>	Title: _____	Title: <u>Project Manager</u>
Date: <u>10/03/25</u>	Date: _____	Date: <u>10-03--2025</u>

Approved by Funding Agency (if applicable)

By: \_\_\_\_\_ Date: \_\_\_\_\_  
 Title: \_\_\_\_\_



**Attachment 1  
(Contractor's PCO #9)**





1481 81st Avenue NE  
Minneapolis, MN 55432

## CHANGE ORDER

Contractor:

Park Construction Company

CO# 9

DATE 9/10/2025

Project:

Park File # 24008

QTY	UNIT	DESCRIPTION	UNIT PRICE	AMOUNT
<b>Misc Closeout Items</b>				
1	LS	Additional CLSM	\$4,000.00	\$4,000.00
1	LS	Site Debris Clean Up	\$5,292.00	\$5,292.00
1	LS	Raise two CB	\$1,000.00	\$1,000.00
NOTE: THIS CHANGE ORDER BECOMES PART OF AND IN CONFORMANCE WITH THE EXISTING CONTRACT				

WE AGREE hereby to make the change(s) specified above at this price \$10,292.00

Contractor Signature, Title

Date

Prime/Owner Signature

Date of Acceptance



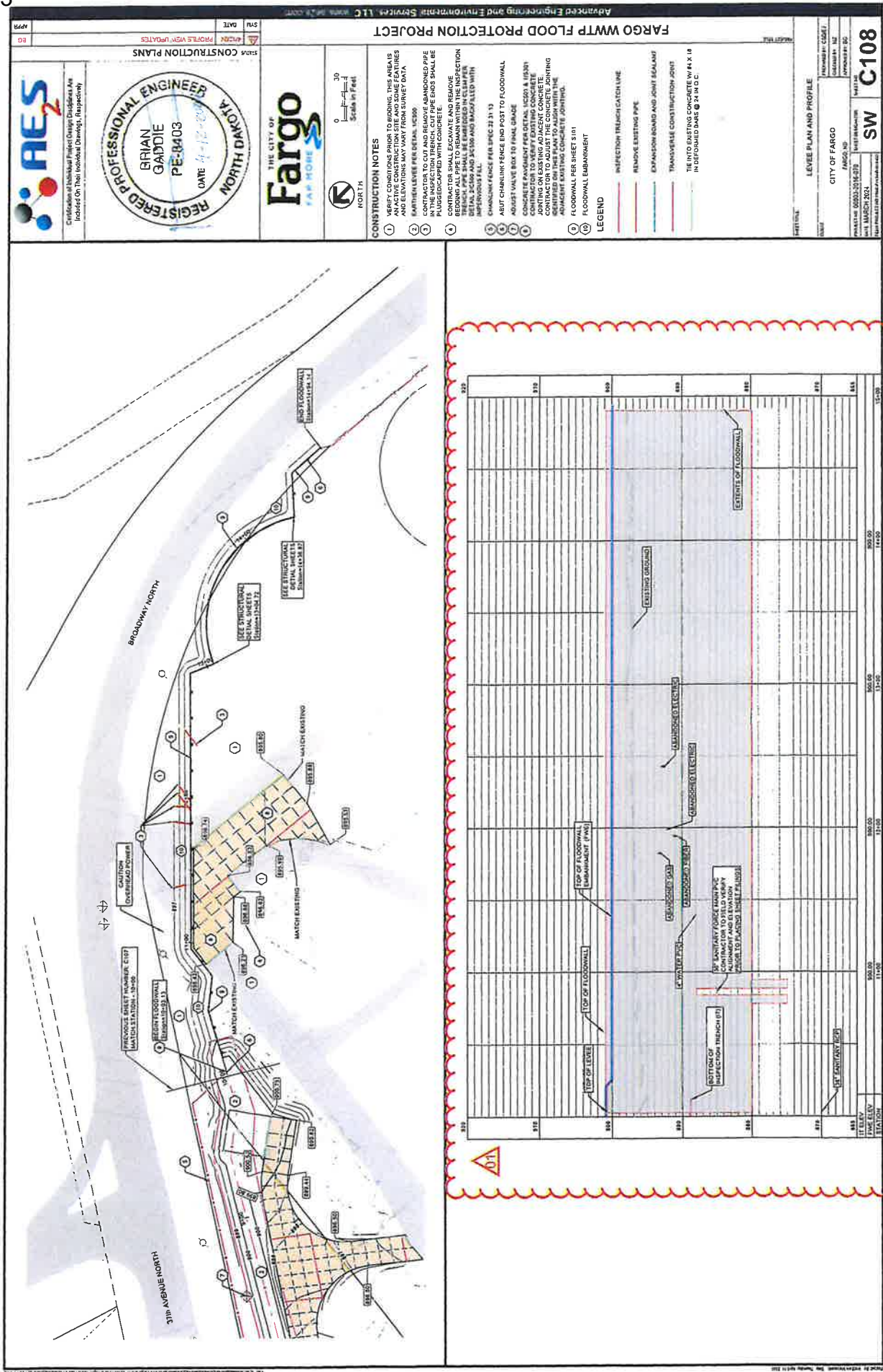
**Attachment 2**  
**(Deductions to Bid Items for changes from**  
**C108\_REV01 to C108\_REV02)**



Deductions to Bid Items  
for Changes from C108\_REV01  
to C108\_REV02

A	B	Plan Revision Changes										K	L
		C	D	E	F	G			H	I	J		
						Item Quantity	Units	Unit Price (\$)					
Bid Item No.	Description	Deduction to Change in Plan Quantities for Bid Items BB, EE, FF, GG per changes reflected on REV02_C108										% of Value of Item (J / F) (%)	Balance to Finish (F - J) (\$)
CC	F&I Woven Geotextile Fabric (P)	(240.00)	SY			3.75	(900.00)	(240.00)	(900.00)	-	(900.00)	100%	-
EE	Subgrade Preparation - Pavement (P)	(220.00)	SY			5.75	(1,265.00)	(220.00)	(1,265.00)	-	(1,265.00)	100%	-
FF	F&I Aggregate Crushed Conc - 12" Thick (P)	(220.00)	SY			26.90	(5,918.00)	(220.00)	(5,918.00)	-	(5,918.00)	100%	-
GG	F&I Concrete Pavement - 10" Thick Reinforced (P)	(205.00)	SY			140.00	(28,700.00)	(205.00)	(28,700.00)	-	(28,700.00)	100%	-
Changes to Plan Quantities from C108_REV02 - Totals						\$	(36,783.00)		\$	(36,783.00)	\$	100%	\$











## **Attachment 3**

### **(Summary of Quantity Balancing)**



Fargo WWTP Flood Protection Improvements  
 City of Fargo  
 FEMA Project No. PDMC-PJ-08-ND-2018-023; City Project No. WW1707; AE2S Project No. P00803-2016-070  
 Summary of Quantity Balancing

No. Description Base Bid	Qty.	Unit	Park Construction Company Original Bid Tab Quantities		Qty.	Unit	Installed Quantities (Additions/Reductions to Bid Quantities)		Qty.	Unit	Quantity Balancing (Additions/Reductions to Bid Quantities)	
			Unit Price	Extended Price			Unit Price	Extended Price			Unit Price	Price (Addition/Deduction)
<b>Miscellaneous, Fences &amp; Removals</b>												
A Mobilization, Bonding & Insurance	1	LS	445,800.00	445,800.00	1	LS	445,800.00	445,800.00		LS	445,800.00	
B Temporary Chain-link Fence	1	LS	61,300.00	61,300.00	1	LS	61,300.00	61,300.00		LS	61,300.00	
C Remove Fence (All Types)	620	LF	9.75	6,045.00	700	LF	9.75	6,825.00		80	LF	9.75
D Remove Pipe (All Sizes All Types)	108	LF	239.00	25,812.00	138	LF	239.00	32,982.00		30	LF	239.00
E Remove Concrete Pavement (All Depths)	548	SY	30.30	16,604.40	677	SY	30.30	20,516.13		129	SY	30.30
F Remove Tree	3	EA	535.00	1,605.00	4	EA	535.00	2,140.00		1	EA	535.00
G F&I Chain-link Fence	901	LF	56.90	51,266.90	901	LF	56.90	51,266.90		LF	56.90	
H Encase Pipe with CLSM (All Sizes All Types)	30	CY	1,450.00	43,500.00	18	CY	1,450.00	25,375.00		-13	CY	1,450.00
<b>Sanitary Sewer and Storm Manholes</b>												
I Raise Manhole	4	EA	8,040.00	32,160.00	4	EA	8,040.00	32,160.00		EA	8,040.00	
<b>Water Mains</b>												
J1 F&I Water Main Pipe - 4" Dia	10	LF	229.00	2,290.00	6	LF	229.00	1,374.00		-4	LF	229.00
J2 F&I Water Main Pipe - 6" Dia	375	LF	263.00	98,625.00	375	LF	263.00	98,625.00		LF	263.00	
J3 F&I Water Main Pipe - 10" Dia	5	LF	433.00	2,165.00	10	LF	433.00	4,330.00		5	LF	433.00
K F&I Gate Valve 6" Dia	1	EA	3,430.00	3,430.00	1	EA	3,430.00	3,430.00		EA	3,430.00	
L1 F&I DI Fitting - MJ Coupling 4" Dia	1	EA	808.00	808.00	1	EA	808.00	808.00		EA	808.00	
L2 F&I DI Fitting - MJ Coupling 10" Dia	1	EA	1,850.00	1,850.00	3	EA	1,850.00	5,550.00		2	EA	1,850.00
L3 F&I DI Fitting - MJ Red 6" x 4"	1	EA	894.00	894.00	1	EA	894.00	894.00		EA	894.00	
L4 F&I DI Fitting - MJ Tee 4" x 4"	1	EA	1,090.00	1,090.00	1	EA	1,090.00	1,090.00		EA	1,090.00	
L5 F&I DI Fitting - MJ Tee 10" x 6"	1	EA	2,330.00	2,330.00	1	EA	2,330.00	2,330.00		EA	2,330.00	
L6 F&I DI Fitting - MJ 45 Degree Bend Dia 6"	8	EA	1,870.00	14,960.00	6	EA	1,870.00	11,220.00		-2	EA	1,870.00
M Connect Pipe to Exist Pipe	2	EA	5,960.00	11,920.00	3	EA	5,960.00	17,880.00		1	EA	5,960.00
<b>Storm Drain Isolation</b>												
N F&I Gate Well (SD-200)	1	LS	504,700.00	504,700.00	1	LS	504,700.00	504,700.00		LS	504,700.00	
O F&I Sluice Gate 86" Dia Stainless Steel	1	LS	130,000.00	130,000.00	1	LS	130,000.00	130,000.00		LS	130,000.00	
P1 18" Plug Valve Assembly	1	EA	51,700.00	51,700.00	1	EA	51,700.00	51,700.00		EA	51,700.00	
P2 24" Plug Valve Assembly	1	EA	91,800.00	91,800.00	1	EA	91,800.00	91,800.00		EA	91,800.00	
<b>Flood Mitigation - Earthen Levee &amp; Earthwork</b>												
Q Topsoil - Strip, Stockpile and Spread (Levee and Floodwall Area) (P)	1,725	CY	28.00	48,300.00	1,725	CY	28.00	48,300.00		CY	28.00	
R Topsoil - Haul (Levee and Floodwall Area)	1,000	CY	16.30	16,300.00								
S Topsoil - Import (Levee and Floodwall Area)	1,000	CY	36.00	36,000.00								
T Topsoil - Strip, Stockpile & Spread (Laydown Site) (P)	6,400	CY	10.20	65,280.00	6,400	CY	10.20	65,280.00		CY	10.20	
U Excavation - Levee Inspection Trench	3,175	CY	14.30	45,402.50	4,395	CY	14.30	62,848.50		1,220	CY	14.30
V Excavation - Haul	1,600	CY	23.80	38,080.00								
W Impervious Fill - Import From Offsite	1,100	CY	45.00	49,500.00								
X Impervious Fill - Import From Onsite Stockpiles	8,325	CY	18.30	152,347.50	6,322	CY	18.30	115,692.60		-1,100	CY	18.30
Y Levee Inspection Trench	4,000	CY	10.40	41,600.00	4,000	CY	10.40	41,600.00		-2,003	CY	10.40
Z Embankment - Levee	6,900	CY	10.40	71,760.00	6,072	CY	10.40	63,148.80		-828	CY	10.40



Fargo WWTP Flood Protection Improvements  
City of Fargo  
FEMA Project No. PDMC-PJ-08-ND-2018-023; City Project No. WW1707; AE2S Project No. P00803-2016-070  
Summary of Quantity Balancing

No.	Description	Qty.	Unit	Park Construction Company Original Bid Tab Quantities		Installed Quantities (Additions/Reductions to Bid Quantities)		Quantity Balancing (Additions/Reductions to Bid Quantities)	
				Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Price (Addition/Deduction)
AA	Subgrade Preparation - Levee (P)	5,425	SY	3.30	17,902.50	3.30	17,902.50	3.30	
BB	Embankment - Floodwall	525	CY	15.70	8,242.50	15.70	5,887.50	15.70	-2,355.00
<b>Geotextiles and Geogrids</b>									
CC	F&I Woven Geotextile Fabric (P)	1,300	SY	3.75	4,875.00	3.75	4,875.00	3.75	
<b>Aggregate and Concrete Pavement</b>									
DD	F&I Temporary Access Road for Laydown Yard	1	LS	65,700.00	65,700.00	65,700.00	65,700.00	65,700.00	
EE	Subgrade Preparation - Pavement (P)	1,200	SY	5.75	6,900.00	5.75	6,900.00	5.75	
FF	F&I Aggregate Crushed Conc - 12" Thick (P)	1,200	SY	26.90	32,280.00	26.90	32,280.00	26.90	
GG	F&I Concrete Pavement - 10" Thick Reinforced (P)	1,100	SY	140.00	154,000.00	140.00	154,000.00	140.00	
<b>Flood Protection - Flood Wall</b>									
HH	F&I Sheet Pile	7,560	SF	65.50	495,180.00	65.50	495,180.00	65.50	
II	F&I Sheet Pile Fabricated Transitions (greater than 100)	4	EA	2,350.00	9,400.00	2,350.00	11,750.00	2,350.00	2,350.00
JJ	F&I Tank wall vertical extension	135	LF	856.00	115,560.00	856.00	115,560.00	856.00	
KK	F&I Fence Brackets	90	EA	60.90	5,481.00	60.90	5,481.00	60.90	
LL	F&I Fence - chain-link, 8' tall	360	LF	97.90	35,244.00	97.90	35,244.00	97.90	
MM	F&I Fence - chain-link, 8' tall, curved	135	LF	97.90	13,216.50	97.90	13,216.50	97.90	
NN	F&I Tank tie-in concrete pier, decorative, clad to match	2	EA	28,000.00	56,000.00	28,000.00	56,000.00	28,000.00	
OO	F&I Cladding ledger - sheet pile	360	LF	119.00	42,840.00	119.00	42,840.00	119.00	
PP	F&I Cladding ledger - rolled at tank	135	LF	189.00	25,515.00	189.00	25,515.00	189.00	
QQ	F&I Cladding at sheet pile	970	SF	86.90	84,293.00	86.90	84,293.00	86.90	
RR	F&I Sheet pile cap transition pieces	360	SF	106.00	38,160.00	106.00	38,160.00	106.00	
SS	F&I Sheet pile cap steel fabrication (1/4" bent plate)	360	LF	162.00	58,320.00	162.00	58,320.00	162.00	
TT	F&I Stone cap	135	LF	213.00	28,755.00	213.00	105,435.00	213.00	76,680.00
UU	F&I Sheet pile cap transition pieces	6	EA	1,150.00	6,900.00	1,150.00	6,900.00	1,150.00	
VV	Sheet Pile painting	2,200	SFC	8.55	18,810.00	8.55	18,810.00	8.55	
WW	Sheet Pile dry side rock mulch and edging strip	30	CY	357.00	10,710.00	357.00	10,710.00	357.00	
XX	F&I utility crossing walers	2	EA	2,980.00	5,960.00	2,980.00	5,960.00	2,980.00	
YY	Sheet Pile trimming	100	HR	404.00	40,400.00	404.00	40,400.00	404.00	
ZZ	Pile driver set up and mobilization	1	EA	54,000.00	54,000.00	54,000.00	54,000.00	54,000.00	
<b>Erosion and Sediment Control and Turf Establishment</b>									
AAA	Stormwater Management	1	LS	10,200.00	10,200.00	10,200.00	10,200.00	10,200.00	
BBB	Sediment Control Log 6" to 8" Dia	500	LF	3.00	1,500.00	3.00	1,500.00	3.00	
CCC	Inlet Protection - Existing Inlet	10	EA	246.00	2,460.00	246.00	1,968.00	246.00	-492.00
DDD	Silt Fence - Standard	7,170	LF	6.20	44,454.00	6.20	34,069.00	6.20	-10,385.00
EEE	Temp Construction Entrance	4	EA	2,560.00	10,240.00	2,560.00	2,560.00	2,560.00	
FFF	Concrete Washout Area	1	EA	3,400.00	3,400.00	3,400.00	3,400.00	3,400.00	
GGG	Mulching Type 1 - Hydro	21,200	SY	0.55	11,660.00	0.55	8,525.55	0.55	-3,134.45
HHH	Mulching Type 2 - Straw Mulch	15,000	SY	0.22	3,300.00	0.22	2,449.04	0.22	-850.96
III	Erosion Control Blanket Type 1	6,000	SY	1.65	9,900.00	1.65	8,268.15	1.65	-1,631.85
JJJ	Seeding Type B	27,200	SY	0.33	8,976.00	0.33	6,768.96	0.33	-2,207.04



**Fargo WWTP Flood Protection Improvements**  
 City of Fargo  
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**Summary of Quantity Balancing**

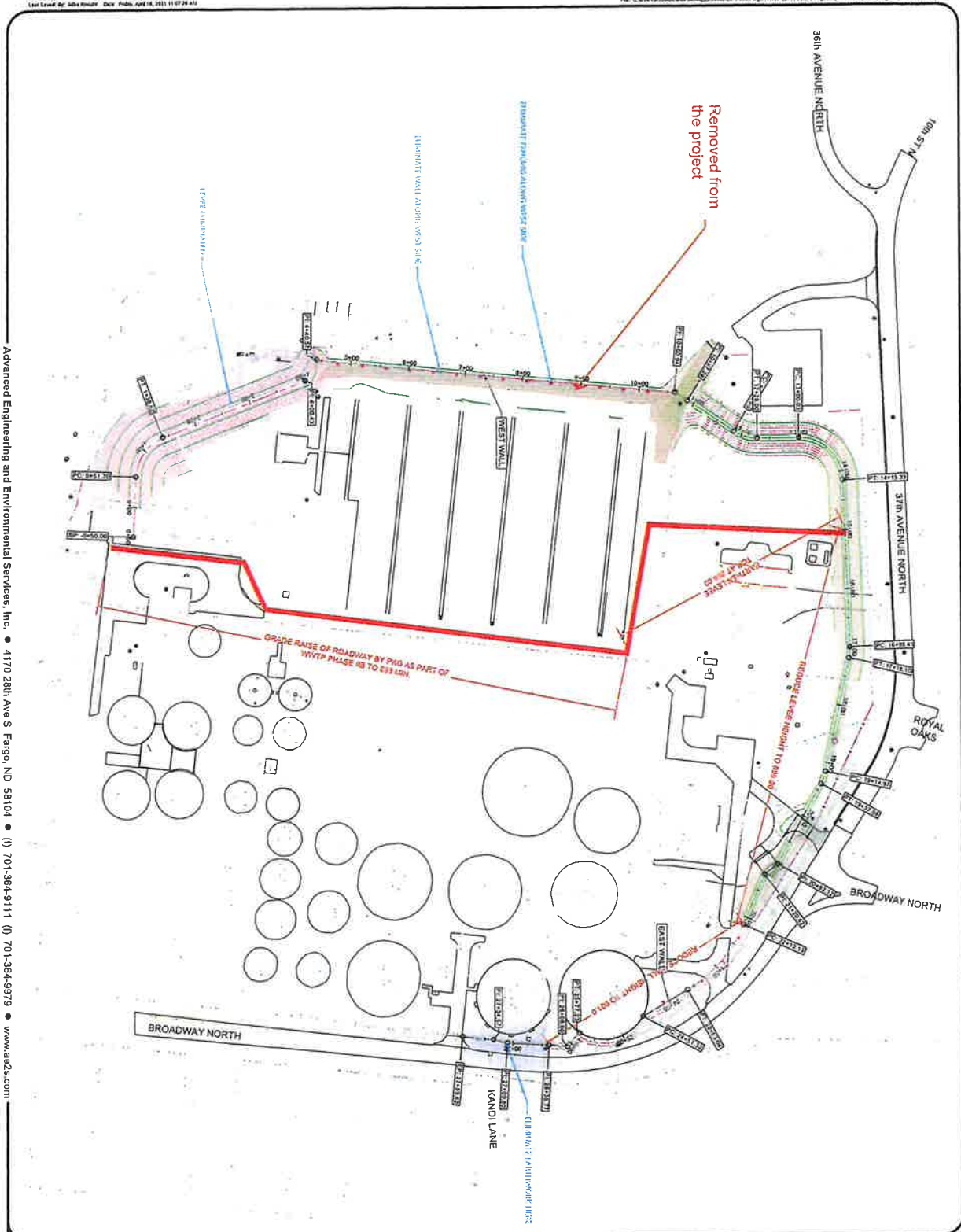
No. Description	Qty.	Unit	Park Construction Company Original Bid Tab Quantities		Installed Quantities (Additions/Reductions to Bid Quantities)		Quantity Balancing (Additions/Reductions to Bid Quantities)	
			Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Price (Addition/Deduction)
JJ2 Temporary Cover Crop	3	AC	491.00	1,473.00	491.00	1,129.30	491.00	-343.70
<b>Traffic Control</b>								
KKK Traffic Control - Major	1	LS	11,000.00	11,000.00	11,000.00	11,000.00	11,000.00	
<b>Total</b>				<b>\$3,720,432.80</b>		<b>\$3,600,063.43</b>		<b>-\$120,369.37</b>



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<p><b>LEGEND</b></p> <p>LEVEE SEGMENT 1</p> <p>LEVEE SEGMENT 2</p> <p>LEVEE SEGMENT 3</p>		<p><b>THE CITY OF</b></p> <p><b>Fargo</b></p> <p><b>FAR MORE</b></p>
<p><b>FARGO WWTF FLOOD PROTECTION</b></p> <p><b>CITY OF FARGO</b></p> <p><b>FARGO, NORTH DAKOTA</b></p> <p><b>PROJECT OVERVIEW</b></p>		<p><b>PRELIMINARY</b></p> <p><b>NOT FOR CONSTRUCTION</b></p>
<p><b>603</b></p>	<p><b>DESIGNED BY:</b> JES</p> <p><b>CHECKED BY:</b> JES</p> <p><b>DATE:</b> 04/21/2021</p> <p><b>PROJECT NUMBER:</b> 2016-010</p> <p><b>SHEET:</b> 3 of 70</p>	<p><b>AES2</b></p>