FARGO CITY COMMISSION AGENDA
Monday, October 26, 2026 – 4:00 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 purpose of receiving its attorney's advice regarding pending litigation in Case Number 09-2026-CV-03405 (titled "James Ingstad, et al. v. City of Fargo"), including the legal risks, strengths and weaknesses of the City's position, and to discuss negotiating strategy or provide negotiating instructions to its attorney or other negotiator regarding the litigation. Discussing these matters in an open meeting would have an adverse fiscal effect on the bargaining and/or litigating position of the City. Accordingly, an Executive Session for these purposes is authorized pursuant to North Dakota Century Code § 44-04-19.1, subsections 2, 5 and 9 and North Dakota Century Code § 44-04-19.2, subsection 1.

Regular Meeting at 5:00 P.M.

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

A. Pledge of Allegiance.

B. Roll Call.

C. Approve Order of Agenda.

D. Minutes (Regular Meeting, October 12, 2026).

CONSENT AGENDA:

1. Government Relations and Legislative Advocacy Proposal from Effertz Law, PLLC and appointment of Terry Effertz as a Special Assistant City Attorney to represent the City of Fargo.

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

3. Receive and file an Ordinance Enacting Section 8-1027 of Article 8-10 of Chapter 8 of the Fargo Municipal Code Relating to Winter Parking Restrictions and an Ordinance Amending Section 1-0305 of Article 1-03 of Chapter 1 of the Fargo Municipal Code Relating to Classification of Ordinance Violations.

4. 1st reading of an Ordinance Amending Section 8-2002 of Article 8-20 of Chapter 8 of the Fargo Municipal Code Relating to Operation of Motorized Scooters-Regulations.

5. 1st reading of an Ordinance Amending Section 8-0101 of Article 8-01 of Chapter 8 of the Fargo Municipal Code Relating to Definitions.

6. 2nd reading, waive reading and final adoption of an Ordinance Rezoning Certain Parcels of Land Lying in Urban Plains Medical Park Third Addition to the City of Fargo, Cass County, North Dakota; 1st reading 10/12/26.

7. 2nd reading, waive reading and final adoption of an Ordinance Rezoning Certain Parcels of Land Lying in Village West Fifth Addition to the City of Fargo, Cass County, North Dakota; 1st reading, 10/12/26.

8. Termination of contract with J.D. Kraemer Enterprises, LLC for Water Service Replacement Project 2026-08 (WA2511).

9. Games of Chance applications.

10. Consent to Construction Agreement with Christianson Properties, LLC for property located at 3150 36th Street South.

11. Change Order No. 1 for a time extension to the substantial and final completion dates of 10/27/26 and 11/12/26 for Improvement District No. BN-26-B1.

12. Final Balancing Change Order No. 2 in the amount of $0.00 for Project No. UR-24-I1.

13. Negative Final Balancing Change Order No. 1 in the amount of -$87,937.63 for Project No. TM-26-C1.

14. Bid award to Key Contracting Inc. in the amount of $298,750.00 for Project No. UR-26-H1.

15. General and electrical contracts for FARGODOME relighting and concourse signage project (ITB26262).

16. Items from FAHR meeting:
    a. Purchase of Service Agreement with ND Department of Health and Human Services, Behavioral Health Division No. 810-15190.
    b. Grant award from ND Department of Health and Human Services No. G25.892 CFDA: 10.557.
    c. Contract Agreement with AdShark for media campaign for tobacco education (EX26291).
    d. Request from Fire Department to overfill the upcoming recruit academy by one firefighter position to help maintain adequate staffing levels and account for potential attrition during the recruitment and training process.
    e. ND One Call budget to respective departments provided in budget adjustment.
    f. Grant award from ND Department of Health and Human Services No. G25.879 CFDA: 93.991.

17. Receive and file the Canvass of Votes for the October 6, 2026 Special Election.

18. Agreement with Ransom County Health Department for Family Planning Services.

19. Resolution approving Plat of Horizon Second Addition.

20. Resolution approving Plat of RWA Third Addition.

21. Lease with Option to Purchase Agreement with CapFirst Equipment Finance, Inc. for one service body crane from Bert's Truck Equipment utilizing Sourcewell Contract No. 091125EEC in the amount of $119,965.10 with a six-year municipal lease (PBC26313).

22. Second amendment to contract with Ambassador Cleaning for Ground Transportation Center and Metro Transit Garage custodial services.

23. Bills.

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

24. **PUBLIC HEARING** – Application to transfer the Class "ABH" Alcoholic Beverage License from Fargo Doublewood Inn LLP d/b/a Ramada Fargo to GHM Fargo Holiday Co. LLC d/b/a Ramada Fargo; continued from the 9/28/26 Regular Meeting.

25. **PUBLIC HEARING** – Application for an ownership transfer of the Class "A" Alcoholic Beverage License for Red Lobster Hospitality LLC d/b/a Red Lobster #309 located at 4215 13th Avenue South; continued from the 8/31/26 and 9/28/26 Regular Meetings.

26. Adopt the Commercial Redevelopment PILOT Incentive Policy.
    a. Proposed amendment to the Commercial Redevelopment PILOT Incentive Policy.

27. **PUBLIC HEARING** – Application filed by COVE Living LLC for a Payment in Lieu of Tax Exemption (PILOT) for a multifamily housing and commercial space project to be located at 300 45th Street South.

28. 2027 Engineering Capital Improvement Plan (CIP), 2028 Core Neighborhood Reconstruction Projects and 2028 Federal Aid Projects.

29. Recommendation for appointment of the Assistant City Administrator.

30. Liaison Commissioner assignment updates.

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

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

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

THE CITY OF Fargo FAR MORE

October 26, 2026

(1)

To: **Board of City Commissioners**
Fr: **Michael Redlinger, City Administrator**
Re: **Approve Effertz Law, PLLC Government Relations & Legislative Advocacy Proposal**

In preparation for the 70th Legislative Assembly that will commence on January 5, 2027, the City of Fargo recently conducted a Request for Qualifications (RFQ) process for Government Relations & Legislative Advocacy services. The City utilizes professional advocacy services based in Bismarck to support the City's legislative and policy agenda. This approach pairs a knowledgeable consultant working at the State Capitol with the expertise of the City's elected officials and its professional staff to advance Fargo's legislative interests. The City pf Fargo previously conducted competitive RFQ processes for professional services in 2018 and 2024.

For the 2026 process, the City of Fargo received two (2) proposals to the RFQ for Government Relations & Legislative Advocacy Services. The Effertz Law, PLLC proposal is deemed to be responsive and more cost effective as the low bid. Ms. Effertz proposes to provide legislative advocacy services to the City of Fargo starting on November 1, 2026, through October 31, 2028 – a total of 24 months.

City Administration recommends approval of the proposal terms and the appointment of Terry Effertz as Special Assistant City Attorney. Funds for government relations services are contained in the Approved 2027 Budget.

Suggested Motion: I move to approve the Government Relations & Legislative Advocacy proposal from Effertz Law, PLLC and appoint Terry Effertz as Special Assistant City Attorney to represent the City of Fargo.

Attachments: (1) Effertz Law, PLLC Proposal
(2) 2026 Government Relations & Legislative Advocacy Request for Qualifications (RFQ)

Attachment #1

Effertz Law, PLLC Proposal

EFFERTZ LAW
PLLC

REQUEST FOR PROPOSALS & QUALIFICATIONS (RFP26253)

Professional Consultant Services for:

Government Relations & Legislative Advocacy

Submitted to

The City of Fargo, North Dakota

Proposing Firm: Effertz Law, PLLC
Address: PO Box 1202, Bismarck, ND 58501
Telephone: 701.833.7224
Contact Person: Terry Effertz, Owner & Attorney
Email: terry@effertzlegal.com
Date of Submittal: August 10, 2026

Michael Redlinger, City Administrator
City of Fargo, City Administration
225 4th Street North
Fargo, ND 58102

RE: RFP26253, Government Relations & Legislative Advocacy Services

Dear Mr. Redlinger:

Thank you for the opportunity to submit this proposal for continued government relations and legislative advocacy services for the City of Fargo through the 70th North Dakota Legislative Assembly. I have served as Special Assistant City Attorney for Legislative Affairs for the City since 2023, and it would be an honor to continue representing the interests of the City Commission, City Administration, and staff at the Capitol.

My approach is built on three principles: transparency with the City Commission and City Administrator about what is happening at the Capitol and why, consistent plain-language communication before, during, and after every hearing of consequence, and collaboration with elected officials, staff, the North Dakota League of Cities, and peer cities to advance Fargo's priorities.

I would welcome the opportunity to present this proposal in person and to answer any questions the City may have.

Sincerely,

Terry Effertz
Owner & Attorney, Effertz Law, PLLC
PO Box 1202, Bismarck, ND 58501
terry@effertzlegal.com | 701.833.7224

B. Firm / Individual Profile

Effertz Law, PLLC is a North Dakota law firm owned and operated by Terry Effertz. The firm provides legislative advocacy, government relations, and policy counsel to North Dakota political subdivisions, statewide associations, and special-interest clients. Effertz Law is a solo firm: Terry is the only attorney employed by the firm and personally handles every legislative engagement.

Project Assignment & Responsibilities

Terry Effertz will be assigned to the City of Fargo engagement as lead and sole advocate, responsible for all hearings, testimony, drafting, and direct interaction with the City Commission, City Administrator, and City staff. No other attorney is assigned primary responsibility under this contract. To extend coverage during the demands of an 80-day legislative session, Effertz Law maintains standing working arrangements with Integrity Public Affairs and Effertz Executive Search & Management for bill tracking and hearing monitoring, ensuring no hearing of consequence to Fargo goes uncovered if Terry is double-booked in another committee room.

Firm Size & Capacity

Effertz Law is intentionally small. Clients hire the firm because they want their advocate at the Capitol, not a junior associate, not a hand-off, not a layered billing pyramid. Terry maintains a Bismarck office and is on-the-ground at the Capitol throughout the legislative session, with full capacity and availability to continue Fargo's engagement as a priority client alongside the firm's smaller portfolio of other legislative and association work.

Relevant Experience

- Special Assistant City Attorney, Legislative Affairs, City of Fargo (2023-present): direct legislative representation of the City through the 2023 and 2025 regular sessions, multiple special sessions, and the intervening interim study cycles.
- Legislative Counsel / Government Relations, Garrison Diversion Conservancy District (2023-present): advocacy on large-scale water development, flood control, and regional water supply funding, including coordination with the North Dakota Water Commission and Department of Water Resources.
- Executive Director, TechND and the Shortline Railroad Coalition.
- Prior service in all three branches of North Dakota state government, as a Regional Government Affairs Manager for a Minnesota-based lobbying firm, and in private civil and criminal litigation practice.

Bar Admission: North Dakota State Bar, September 2018, in good standing. Bar ID No. 08639.

Lobbyist Registration: Registered Lobbyist, State of North Dakota.

C. Comprehensive Response to the City's Requested Scope of Services

Understanding of Services Requested

The City is seeking a government relations and legislative advocacy provider to represent Fargo's interests through the 70th North Dakota Legislative Assembly, working closely with the City Commission, City Administrator, and City staff. That representation includes internal planning and priority-setting, direct advocacy and testimony, written communications, affirmative opportunity identification, and regular reporting, all coordinated with the North Dakota League of Cities and peer municipalities. Having served in this role since 2023, Terry has a comprehensive, working understanding of Fargo's legislative initiatives and historical positions, and will carry that institutional knowledge directly into the 2027 session.

Approach to Goals, Performance Expectations, and Policy Outcomes

Effertz Law's approach is built on transparency, communication, and collaboration. Beginning immediately upon contract award, Terry will lead a structured planning process with the City Commission, City Administrator, and department heads to identify, evaluate, and prioritize Fargo's legislative interests, producing a written Legislative Priorities document that drives strategy through the session. Terry will assess where Commissioners and staff have strong existing capacity for direct advocacy and where Effertz Law should lead, and will prepare and support City Commissioners for testimony and written communications where appropriate.

Process for Understanding Proposed Legislation and Positioning the City for Success

Terry reviews all pre-filed agency bills, board and commission bills, and legislatively sponsored bills for direct or indirect impact on Fargo. Each bill of interest is tracked, summarized in plain language, and assessed for potential impact or benefit to the City, with a recommended course of action provided for City decision-makers. Terry attends interim and regular assembly committee hearings, drafts and delivers testimony, and coordinates with the North Dakota League of Cities and peer cities to build coalition support where Fargo's interests align with other municipalities.

Communication with City Leadership

Urgent matters during session: Any matter requiring immediate City attention (e.g., an unexpected hearing, an amendment introduced with little notice, or a bill materially changing in scope) is communicated the same day by phone or email directly to the City Administrator and any affected Commissioner, followed by a written summary and recommended action.

Routine matters and coordination during session: A weekly status report covering bills tracked, upcoming hearings, recommended action, and any matters needing City decisions, along with pre-hearing briefings to affected department heads and the City Administrator before any hearing of consequence, and a verbal or written debrief after any hearing in which Terry testifies on Fargo's behalf.

End of Legislative Session report: A written summary of accomplishments delivered to the City Commission at the close of session, along with a forecast of legislative and agency issues Fargo should monitor in the year ahead, consistent with the RFP's annual reporting requirement.

D. Rates, Fees, and Charges

Effertz Law proposes a flat lump-sum fee for the full contract term, November 1, 2026, through October 31, 2028, consistent with the structure used in the firm's prior engagement with the City.

Item	Detail	Amount
Contract Term	November 1, 2026 - October 31, 2028 (24 months)	
Total Flat Fee	Covers the 2027 Legislative Session, and the 2027-28 interim	$50,000
Billing Frequency	Negotiable; Effertz Law will invoice on whatever schedule the City prefers	To be agreed

There is no hourly billing connected to this proposal, which allows open and frequent communication without the added step of processing hourly billing statements.

Willingness to Consider a Retainer

Effertz Law is willing, and prefers, to structure this engagement as a fixed retainer covering all services rendered under the Scope of Services. Billing frequency (e.g., monthly, quarterly, or another schedule) is negotiable and will be set according to the City's preference.

Expenses to be Charged to the City

Effertz Law's philosophy is that the retainer should cover virtually everything. Specifically:

- Telephone services, routine printing, photocopying, and office supplies: included in the retainer, no charge.
- Travel time and mileage for appearances in Bismarck during the legislative session: included in the retainer, no charge. Terry maintains a Bismarck office and is on-the-ground at the Capitol during session.
- Mileage for travel between Bismarck and Fargo for in-person Commission meetings or planning sessions: billed at the prevailing IRS standard mileage rate, with documentation, only if pre-approved by the City Administrator.
- Out-of-state travel (rare, but possible): billed at actual cost only with prior written approval of the City Administrator.
- Lodging: billed at actual cost only when overnight travel is required and pre-approved.

All reimbursable expenses will be supported by appropriate documentation and submitted on standard Net 30 terms.

Extra or Specialized Work

The retainer covers the full Scope of Services described in the RFP. Significant, non-recurring drafting projects unrelated to the City's legislative agenda would fall outside the basic retainer and would be quoted in advance and billed separately on a flat-fee or hourly basis as agreed. Effertz Law does not anticipate that this category will arise during the contract term.

E. Conflict Check

Effertz Law takes conflicts of interest seriously and addresses each item required by the RFP below.

Current and Prior Government Relations Clients

- Garrison Diversion Conservancy District (2023-present): legislative counsel and advocacy on large-scale water development, flood control, and regional water supply funding. Terry does not anticipate continuing this representation during the 2027 session. Garrison Diversion's mission has been complementary to, rather than in tension with, Fargo's interests in flood protection and regional water supply.
- Cass County: Effertz Law has submitted a proposal in response to Cass County's RFP for legislative lobbying services. Cass County's jurisdiction includes the City of Fargo. Effertz Law views this as an asset rather than a conflict: Terry's existing, day-to-day familiarity with Fargo's legislative priorities and relationships would carry directly into service for the County, and the two governments' legislative interests have historically aligned closely, including through the North Dakota League of Cities and the North Dakota Association of Counties. In the rare event a Cass County position were to diverge from a Fargo position on a specific bill, Effertz Law will promptly notify both clients, decline to advocate either position publicly until each client has been consulted, and seek written waivers where the matter can be appropriately handled with informed consent. If a true conflict cannot be cured by waiver, Effertz Law will withdraw from the matter as to one client.
- Border Township Associative Group (BTAG), Northeastern North Dakota (prior representation): local government coalition advocacy, concluded.

Effertz Law does not currently represent, and has not previously represented, any other local unit of government having jurisdiction contiguous to the City of Fargo.

Procedures for Identifying and Resolving Conflicts of Interest

- Conflict screening at intake. Every prospective client and every new matter for an existing client is run through a conflict check against the firm's current and former client list before engagement.
- Ongoing monitoring during session. During the legislative session, Effertz Law tracks every bill of interest to each client and flags any bill on which two clients hold, or might hold, opposing positions.
- Prompt disclosure. Any potential conflict is disclosed to the affected clients in writing as soon as it is identified, including a candid description of the issue and the firm's proposed handling.
- Written waivers where appropriate. Where the conflict can be appropriately handled with informed consent, Effertz Law obtains written waivers from each affected client before continuing representation.
- Withdrawal where required. If a real conflict cannot be cured, Effertz Law will withdraw from representing one or both clients in the affected matter, pursuant to the North Dakota Rules of Professional Conduct.

F. Looking Ahead: Lake Agassiz Water Authority

Effertz Law also welcomes the opportunity to explore working with the Lake Agassiz Water Authority (LAWA) in conjunction with the City. Should the City and LAWA see value in an expanded working relationship, Effertz Law would be glad to have that conversation, with the scope and terms of any such representation to be discussed and finalized separately at a later date.

Closing

Thank you again for the opportunity to submit this proposal. Effertz Law would be honored to continue representing the City of Fargo, its City Commission, City Administrator, and staff through the 70th North Dakota Legislative Assembly and the term of this contract. Terry is available to present this proposal in person, to answer follow-up questions, or to provide any additional information the City may request.

Respectfully submitted,

Terry Effertz
Owner & Attorney
Effertz Law, PLLC
PO Box 1202, Bismarck, ND 58501
terry@effertzlegal.com | 701.833.7224

Attachment #2

2026 Government Relations & Legislative Advocacy Request for Qualifications (RFQ)

July 20, 2026

To: **Board of City Commissioners**
Fr: **Michael Redlinger, City Administrator**
Re: **Approve 2026 Government Relations & Legislative Advocacy Request for Qualifications (RFQ)**

In preparation for the 70th Legislative Assembly that will commence on January 5, 2027, the City Commission is requested to consider and approve a Request for Qualifications (RFQ) for Government Relations & Legislative Advocacy services. The City previously conducted competitive RFP and RFQ processes in 2018 and 2022, respectively, and will issue an RFQ at this time to support the City of Fargo's legislative interests in the 2027 Legislative Session.

The City of Fargo utilizes a professional service provider based in Bismarck to support the City's legislative and policy agenda. The City's approach pairs knowledgeable consultants working at the State Capitol with the expertise, strategy, and policy guidance of the City's elected officials and professional staff. This cost-effective partnership provides the City with a consistent presence in Bismarck that is directed by, and accountable to, the City Commission.

The proposed RFQ contains a statement of purpose, background information on the City of Fargo, and the City's desired scope of services to prospective respondents. Proposal responses will be due on August 14, 2026, and a screening/interview process will be utilized to determine the most responsive and responsible firm or individual(s) to serve the City's proposed scope of service. Following the screening and interview process, the City Commission will consider and approve a professional services agreement with the selected firm/individual(s) for the 2027 Legislative Session.

Recommended Action: Approve the Government Relations & Legislative Advocacy Request for Qualifications (RFQ) and direct City staff to advertise and distribute the RFQ per the schedule contained within.

Attachment: Government Relations & Legislative Advocacy Request for Qualifications (RFQ)

Request for Qualifications (RFQ)

Professional Consultant Services for:
Government Relations & Legislative Advocacy

Proposals Due: August 14, 2026 by 4:30 p.m.

To the attention of:

Michael Redlinger
City Administrator
City Administrator's Office
225 4th St. N.
Fargo, ND 58102

Email: MRedlinger@FargoND.gov

INTRODUCTION & STATEMENT OF PURPOSE:

The City of Fargo, North Dakota (City) is issuing a Request for Qualification (RFQ) from qualified firms or individuals to provide government relations and legislative advocacy services for the City during the 70th North Dakota Legislative Assembly at the State Capitol in Bismarck, ND. The selected firm or individuals will be expected to provide a wide range of professional services and will work closely with the City Commission, City Administrator, and City staff on all legislative matters.

BACKGROUND INFORMATION:

The Fargo City Administrator coordinates the City's legislative program on behalf of the City Commission and the organization. The Board of City Commissioners identifies, considers, and approves legislative and policy positions that are consistent with advancing the City's legislative agenda. The City's government relations contractor(s) work in collaboration with the City Commission, City Administrator, and City staff to prepare legislative advocacy materials (e.g. written testimony and exhibits); coordinate with other cities and the North Dakota League of Cities (NDLC); and communicate regular, timely updates to the City Commission and City staff throughout the Legislative Session.

Interested firms or individuals should prepare and submit a proposal consistent with the instructions contained in this RFQ. The City of Fargo reserves the right to select one, more than one, or none of the proposals submitted to the City for consideration.

SCOPE OF SERVICES:

The scope of work presented below is representative, although not exhaustive, of tasks assigned by the City to the government relations and legislative advocacy contractor(s). These tasks include:

- Initiate, organize, and conduct internal planning/coordination sessions with the City Commission and City staff on legislative matters of significance to Fargo. The service provider(s) shall develop a comprehensive understanding of the City's legislative initiatives and history on specific issues.

- Assist the City's elected officials and staff to prioritize current legislative interests. Provide strategy, guidance, and background information to focus the City's legislative interests to ensure success.

- Assess the capacity of the City's elected officials and staff to assist with direct government relations activities. Advise the client when supplementary professional services may add value or assist in advancing the City's interests. Include City Commissioners in legislative appearances and testimony opportunities, as well as written communications when deemed appropriate.

- Prepare legislation and testify at the direction of the City Administrator at hearings, meetings, and in informal interactions with legislators. Communications will be consistent with the City's legislative program, and information gathered from these interactions will be provided to City leadership.

- Draft letters or written communications (e.g. position statements) as recommended by the provider(s) and approved by the City Administrator.

- Identify and recommend affirmative legislative opportunities that may benefit the City that arise during the Legislative Session.

- Annually prepare a written summary of accomplishments to the City Commission; forecasting potential legislative or agency issues the City should monitor in the future.

THE PROPOSAL:

A. Responses must provide complete information as outlined in the RFQ. An electronic or mailed copy of the proposal shall be submitted by **4:30 p.m. on August 14, 2026.** The proposal shall be marked: "City of Fargo Government Relations & Legislative Advocacy RFQ" and be sent to one of the following:

U.S. Mail: Michael Redlinger
City Administrator
City Administrator's Office
City of Fargo
225 4th St. N.
Fargo, ND 58102

Email: MRedlinger@FargoND.gov

B. The City will not reimburse any expenses incurred by the firm or individual submitting responses, including but not limited to expenses associated with the preparation and submission of the response and attendance at interviews.

C. The City reserves the right to accept one, accept more than one, or reject any and all proposals; to request additional information from any or all Proposers; and to suggest modifications to the terms and conditions offered by a Proposer.

Proposal Content

Proposals must contain the following elements:

A. ***Title Page*** which contains the name of the proposing firm/individual, its address, telephone number, name of the contact person, and the date of submittal.

B. ***Firm/Individual Profile*** that contains the firm or individual's organizational history and credentials, including:

- Who will be assigned to the project and a description of their responsibilities.
- The size of firm and its capacity/availability to perform work on behalf of the City.
- The experience of the firm or individual in providing previous government relations and legislative advocacy services for a local unit of government or municipality.

C. ***A Comprehensive Response to the City's Requested Scope of Services***, including:

- A clear understanding of the requested services.
- An overview of the firm or individual's approach to meeting the goals, performance expectations, and desired policy outcomes of the City.
- The process utilized to understand proposed legislation; potential impact or benefit to the City; and strategies to position the City for success.
- How the firm or individual will communicate with City leadership at the various stages of the legislative process, including:
    - Urgent matters during the Legislative Session that require immediate attention of the City;
    - Routine matters and coordination during the Legislative Session; and
    - The requested "end of Legislative Session" written report to the City Commission.

D. ***Rates, Fees and Charges***

Proposals must provide a complete description of the rate, fee, and charge structure proposed for the services. Proposers should also indicate whether, and to what extent, they are willing to consider the use of a retainer. Such retainer would be a fixed annual fee covering all services rendered.

E. ***Conflict Check***

- Indicate whether Proposer (firm or individual) represents or has represented any government relations client whose representation may conflict with the Proposer's ability to provide effective government relations and legislative advocacy services to the City.

- Does the Proposer currently represent any other local units of government having jurisdiction contiguous to the City of Fargo?
- What procedures does your firm utilize to identify and resolve conflicts of interest?

EVALUATION AND SELECTION PROCESS:

The City Administrator will review all submitted proposals pursuant to the RFQ and may choose to conduct in-person or telephone interviews. After this initial screening process, the City Administrator will make a recommendation (or recommendations) to the Fargo City Commission. At its discretion, the City Commission may or may not conduct additional interviews with respondents.

At the conclusion of the selection process, the City intends to enter into a professional services agreement with the selected firm or individual(s). Based upon a review of the proposals and such other evaluation as may be necessary, the City Administrator will request that the City Commission approve the appointment of the firm/individual(s) determined to be the most responsive and responsible. Approval of the recommendation and authorization of the professional services agreement is at the sole discretion of the City Commission.

SCHEDULE:

City Commission Approval of RFQ	July 20, 2026
Distribute/Advertise RFQ	July 21 – August 14, 2026
RFQ Due Date	**DUE August 14, 2026 by 4:30 p.m.***
Interviews (*to be scheduled*)	August 20 – 21, 2026
City Commission Appointment & Approval of Professional Service Agreement(s)	August 31, 2026

**Proposals received after August 14, 2026 at 4:30 p.m. will be considered non-responsive and rejected.*

CITY OF Fargo

ASSESSMENT DEPARTMENT

2

October 12, 2026

Board of City Commissioners
City Hall
Fargo, ND 58102

Dear Commissioners:

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

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

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

The estimated annual tax revenue lost by granting the exemption, based upon the estimated cost of the improvements, would be about $196 with the City of Fargo's share being $33.

Sincerely,

Mike Splonskowski
City Assessor

nlb
attachment

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

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

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

Property Identification

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

2. Address of Property

3. Parcel Number

4. Name of Property Owner **HILDENBRAND, JASON & SABRINA** Phone No.

5. Mailing Address of Property Owner

Description Of Improvements For Exemption

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

Finished basement, added bathroom, egress windows

7. Building permit No. **24070035** 8. Year built (residential property) 1954

9. Date of commencement of making the improvements

10. Estimated market value of property before the improvements $ 208,900

11. Cost of making the improvement (all labor, material and overhead) $ 27,000

12. Estimated market value of property after the improvements $ 235,900

Applicant's Certification And Signature

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

Applicant Sabrina Hildenbrand Date 9-27-25

Assessor's Determination And Signature

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

Assessor/Director of Tax Equalization Date 10-16-2025

Action Of Governing Body

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

Approval is subject to the following conditions:

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

Chairperson Date

CITY OF Fargo

ASSESSMENT DEPARTMENT

October 12, 2026

Board of City Commissioners
City Hall
Fargo, ND 58102

Dear Commissioners:

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

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

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

The estimated annual tax revenue lost by granting the exemption, based upon the estimated cost of the improvements, would be about $167 with the City of Fargo's share being $28.

Sincerely,

Mike Splonskowski
City Assessor

nlb
attachment

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

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

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

Property Identification

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

2. Address of Property

3. Parcel Number

4. Name of Property Owner BOYER, GEORGE M & JAN Phone No.

5. Mailing Address of Property Owner

Description Of Improvements For Exemption

6. Describe type of renovating, remodeling, alteration or addition made to the building for which exemption is claimed (attach additional sheets if necessary). Add 3/4 bath upstairs master bedroom, Remodel full Bath upstairs.

7. Building permit No. 26030143

8. Year built (residential property) 1921

9. Date of commencement of making the improvements 10/1/2026

10. Estimated market value of property before the improvements $ 210,000

11. Cost of making the improvement (all labor, material and overhead) $ 8000

12. Estimated market value of property after the improvements $ 220,000

Applicant's Certification And Signature

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

Applicant Jan Boyer Date 10/8/2026

Assessor's Determination And Signature

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

Assessor/Director of Tax Equalization Date 10-16-2026

Action Of Governing Body

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

Approval is subject to the following conditions:

Exemption is allowed for years 20__, 20__, 20__, 20__, 20__

Chairperson Date

24840 (Rev. 6-01)ar

CITY OF Fargo

ASSESSMENT DEPARTMENT

October 12, 2026

Board of City Commissioners
City Hall
Fargo, ND 58102

Dear Commissioners:

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

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

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

The estimated annual tax revenue lost by granting the exemption, based upon the estimated cost of the improvements, would be about $101 with the City of Fargo's share being $17.

Sincerely,

Mike Splonskowski
City Assessor

nlb
attachment

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

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

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

Property Identification

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

2. Address of Property _____

3. Parcel Number _____

4. Name of Property Owner **DREWLOW, KENNETH E & ROXANNE R** Phone No. _____

5. Mailing Address of Property Owner _____

Description Of Improvements For Exemption

6. Describe type of renovating, remodeling, alteration or addition made to the building for which exemption is claimed (attach additional sheets if necessary). Replacing bathtub in upstairs bathroom with walkin shower. Replacing shower in basement bathroom. Replace floors in both bathrooms

7. Building permit No. **26020339** 8. Year built (residential property) 1972

9. Date of commencement of making the improvements March 16, 2026

10. Estimated market value of property before the improvements $ 206,500.00

11. Cost of making the improvement (all labor, material and overhead) $ 61,510.00

12. Estimated market value of property after the improvements $ 275,000.00

Applicant's Certification And Signature

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

Applicant Roxanne Drewlow Date 10-6-2026

Assessor's Determination And Signature

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

Assessor/Director of Tax Equalization _____ Date 10-16-2026

Action Of Governing Body

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

Approval is subject to the following conditions: _____

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

Chairperson _____ Date _____

CITY OF Fargo

ASSESSMENT DEPARTMENT

October 12, 2026

Board of City Commissioners
City Hall
Fargo, ND 58102

Dear Commissioners:

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

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

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

The estimated annual tax revenue lost by granting the exemption, based upon the estimated cost of the improvements, would be about $89 with the City of Fargo's share being $15.

Sincerely,

Mike Splonskowski
City Assessor

nlb
attachment

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

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

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

Property Identification

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

2. Address of Property

3. Parcel Number

4. Name of Property Owner **TRACI & KEVIN HOWES JRLT** Phone No.

5. Mailing Address of Property Owner

Description Of Improvements For Exemption

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

Up Stairs bathroom remodel

7. Building permit No. **26050454**

8. Year built (residential property) 1920

9. Date of commencement of making the improvements May 15, 2026

10. Estimated market value of property before the improvements $ 190,000

11. Cost of making the improvement (all labor, material and overhead) $ 18,000

12. Estimated market value of property after the improvements $ 208.000

Applicant's Certification And Signature

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

Applicant [signature] Date 10-5-26

Assessor's Determination And Signature

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

Assessor/Director of Tax Equalization [signature] Date 10-16-2026

Action Of Governing Body

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

Approval is subject to the following conditions:

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

Chairperson Date

CITY OF Fargo

ASSESSMENT DEPARTMENT

October 12, 2026

Board of City Commissioners
City Hall
Fargo, ND 58102

Dear Commissioners:

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

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

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

The estimated annual tax revenue lost by granting the exemption, based upon the estimated cost of the improvements, would be about $98 with the City of Fargo's share being $17.

Sincerely,

Mike Splonskowski
City Assessor

nlb
attachment

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

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

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

Property Identification

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

Description Of Improvements For Exemption

6. Describe type of renovating, remodeling, alteration or addition made to the building for which exemption is claimed (attach additional sheets if necessary). Bathroom remodel
7. Building permit No. 26030738 8. Year built (residential property) 1964
9. Date of commencement of making the improvements 3/31/2026
10. Estimated market value of property before the improvements $ 197,100.00
11. Cost of making the improvement (all labor, material and overhead) $ 24,052.29
12. Estimated market value of property after the improvements $ 221,152.29

Applicant's Certification And Signature

13. I certify that the information contained in this application is correct to the best of my knowledge.
Applicant L Haukedahl Date 10/6/26

Assessor's Determination And Signature

14. The assessor/county director of tax equalization finds that the improvements described in this application
do ☒ do not ☐ meet the qualifications for exemption for the following reason(s): _____
Assessor/Director of Tax Equalization Chris Jacobson Date 10-16-2026

Action Of Governing Body

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

THE CITY OF Fargo FAR MORE

OFFICE OF THE CITY ATTORNEY

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

CITY ATTORNEY
Ian R. McLean

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

3

October 21, 2026

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

RE: Proposed enactment of 8-1027 – Winter Parking and
Proposed amendment to 1-0305 – Classification of Ordinance Violations

Dear Mayor and City Commissioners:

This proposed ordinance and accompanying resolution, brought forth at the request of the Public Works Department, will restrict parking on certain Fargo streets and avenues during the winter months, to facilitate snow-removal operations.

The proposed ordinance enacts Section 8-1027 of the Fargo Municipal Code. The ordinance establishes the authority to restrict parking on designated streets and avenues from November 1 through April 15 and authorizes the City Commission, by resolution, to identify the specific areas, days, and hours when the restrictions will apply. A vehicle or trailer parked in violation of the restrictions may be assessed a $20 ticket and/or may be impounded pursuant to the City's existing impoundment provisions.

The proposed resolution establishes restrictions from 8:00 a.m. to 4:00 p.m., with certain streets subject to restrictions on Tuesdays or Thursdays, and certain avenues subject to restrictions on Wednesdays. Three maps are attached as exhibits to the resolution to better display the areas impacted. Because modifications of days, time, and areas may require quicker changes, the resolution will contain much of the information.

SUGGESTED MOTION: I move to receive and file an ordinance enacting Fargo Municipal Code section 8-1027 of Article 8-10 of Chapter 8, relating to Winter Parking Restrictions and amend Fargo Municipal Code section 1-0305 of Article 1-03 of Chapter 1, relating to Classification of Ordinance Violations, and to place the ordinance on for first reading at the next regularly-scheduled City of Fargo Commission meeting.

Regards,

/s/ William Wischer
Assistant City Attorney

OFFICE OF THE CITY ATTORNEY
FARGO, NORTH DAKOTA

ORDINANCE NO. _____

AN ORDINANCE ENACTING SECTION 8-1027 OF ARTICLE 8-10, OF CHAPTER 8, OF THE FARGO MUNICIPAL CODE, RELATING TO WINTER PARKING RESTRICTIONS
AND
AN ORDINANCE AMENDING SECTION 1-0305 OF ARTICLE 1-03, OF CHAPTER 1, OF THE FARGO MUNICIPAL CODE, RELATING TO CLASSIFICATION OF ORDINANCE VIOLATIONS

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. Enactment

Section 8-1027 of Article 8-10, of Chapter 8, of the Fargo Municipal Code is enacted as follows:

8-1027. – Winter Parking Restrictions

(A) No person shall park or stop a vehicle or trailer on any roadway, street, or avenue in an area and during the days and hours designated by resolution of the City

OFFICE OF THE CITY ATTORNEY
FARGO, NORTH DAKOTA

ORDINANCE NO. _____

Commission, for purposes of snow removal, during the period from November 1 through April 15.

(B) The City Commission may, by resolution, designate the areas, days, and hours to which the parking restrictions established by this section shall apply.

(C) Any vehicle or trailer parked or stopped in violation of this section may be removed and impounded by the Police Department or its designee in accordance with Section 8-0126.

Section 2. Amendment

Section 1-0305 of Article 1-03, of Chapter 1, of the Fargo Municipal Code is enacted as follows:

1-0305. - Classification of ordinance violations.

...

C. Violations of the following ordinances are noncriminal offenses and shall require payment of a fee as follows:

...

14. The determination of the fees payable for parking violations described in articles 8-10, 8-17, and section 9-0705 shall be based upon the vehicle that is found to be in violation of said article and the owner of the vehicle shall be responsible for payment of the fees.

a. With respect to violations in the central business district, as defined in section 8-0101, for a violation of section 8-1006, and section 8-1009, the fee for such violation shall be $20.00 for the first violation associated with the vehicle within the prior six-month period, $20.00 for a second violation within six months of said first violation and $25.00 for a third violation within six months of the said second violation and $30.00 for the fourth violation within six months of the said third violation and for every

OFFICE OF THE CITY ATTORNEY
FARGO, NORTH DAKOTA

ORDINANCE NO. _____

subsequent violation within six months of the next-preceding violation. As to violations of sections 8-1006 and 8-1009, the person issuing the ticket for the parking violation is authorized to waive the fee and, instead, to issue a warning ticket, for the first said violation. At such time as a period of six months or more elapses without a parking ticket for any violation of article 8-10 having been issued for a particular vehicle, the next violation shall be treated as an initial violation.

b. Violations. With respect to parking violations other than in the central business district, for a violation of sections 8-1001, 8-1002, 8-1004, 8-1005, 8-1006, 8-1006.1, 8-1007, 8-1008, 8-1009, 8-1012, 8-1014 through 8-1024, 8-1026, and 8-1027 the fee for such violation shall be $20.00.

...

Section 3. Penalty.

A person who violates section 8-1027 of the Fargo Municipal Code 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.

Section 4. Effective Date.

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

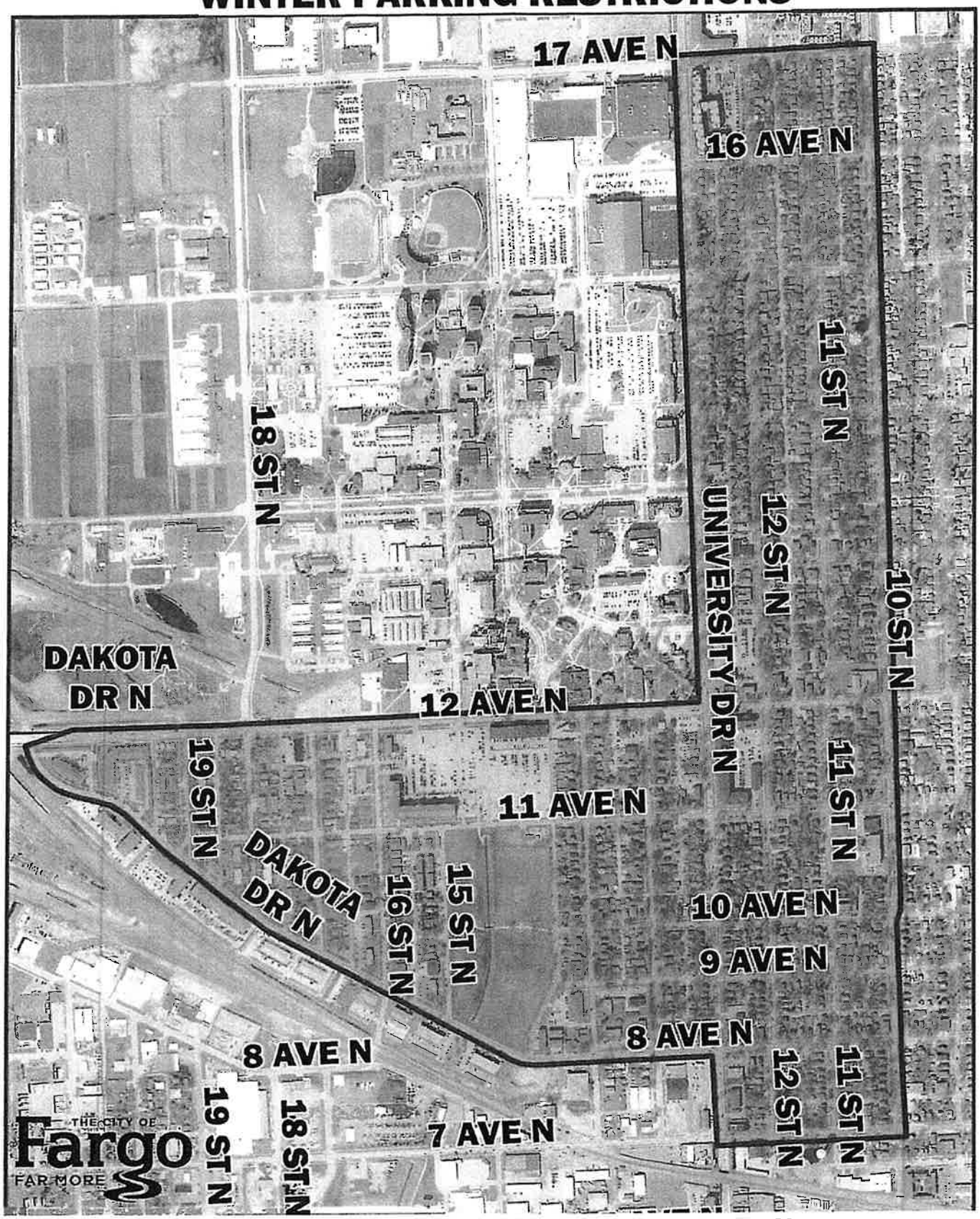
_____
Joshua A. Boschee, Mayor

Attest:

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

First Reading:
Second Reading and Final Passage:
Publication:

WINTER PARKING RESTRICTIONS



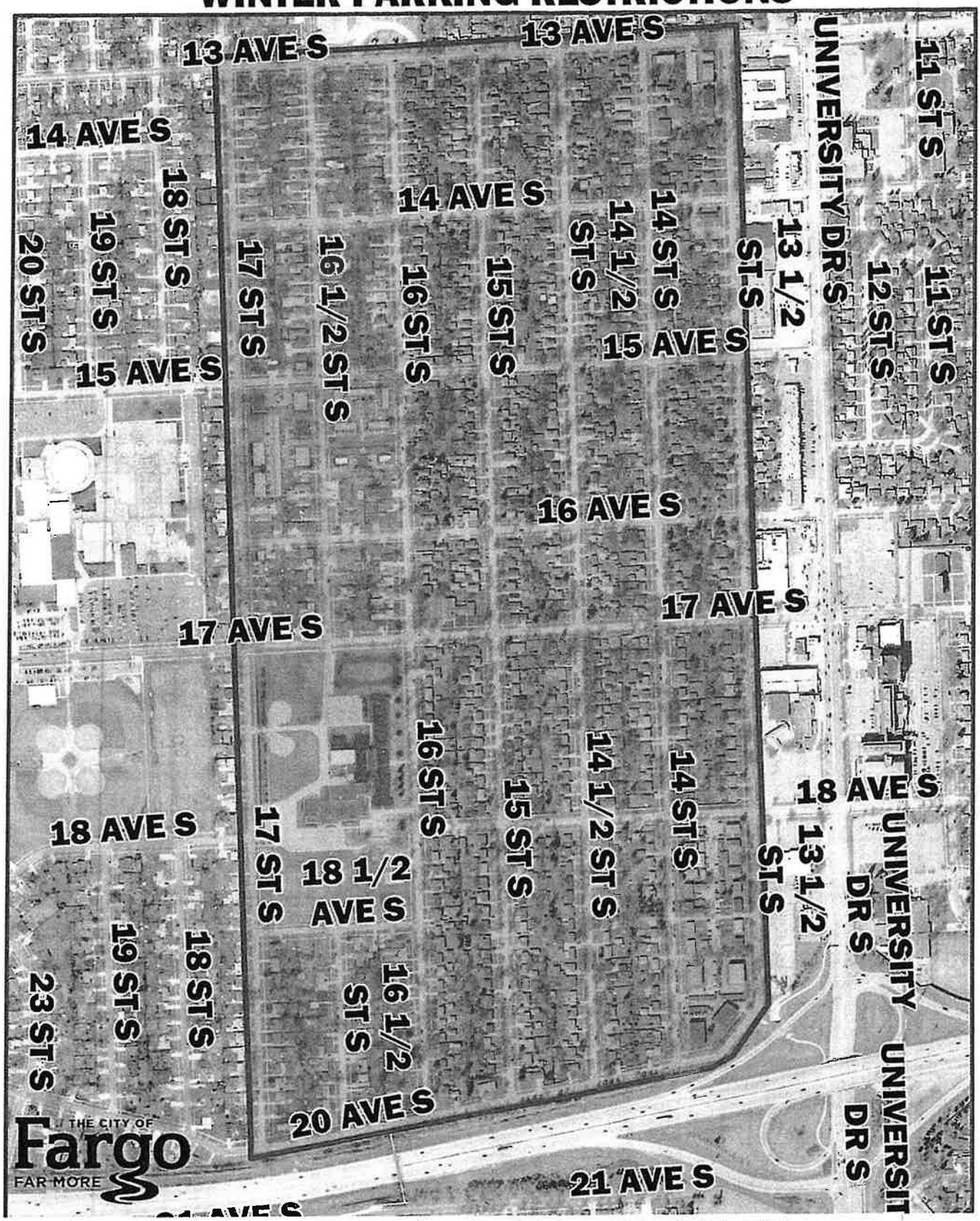
7th Ave to 17th Ave N - 10th St to Dakota Dr N

NO PARKING STREETS TUESDAY 8:00AM - 4:00PM

NO PARKING AVENUES WEDNESDAY 8:00AM - 4:00PM

Ex 1

WINTER PARKING RESTRICTIONS



13th Ave to 20th Ave S - 13 1/2 St to 17th St S

NO PARKING STREETS THURSDAY 8:00AM - 4:00PM

NO PARKING AVENUES WEDNESDAY 8:00AM - 4:00PM

Ex 2

WINTER PARKING RESTRICTIONS



5th Ave to 10th Ave S - 6th St to 10th St S

NO PARKING STREETS THURSDAY 8:00AM - 4:00PM

NO PARKING AVENUES WEDNESDAY 8:00AM - 4:00PM

Ex 3

COMMISSIONER _____ introduced the following resolution and moved its adoption:

RESOLUTION
[ESTABLISHING RESTRICTED PARKING AVENUES AND STREETS ON CERTAIN DAYS AND TIMES]

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

WHEREAS, the City of Fargo, Cass County, North Dakota, is a municipal corporation, organized and existing under the laws of the State of North Dakota, which has adopted a Home Rule Charter pursuant to the authority of N.D.C.C. Chapter 40-05.1;

WHEREAS, pursuant to its Home Rule Charter and applicable provisions of the North Dakota Century Code, the City of Fargo has authority to regulate the use of its streets and to establish regulations governing the stopping, standing, and parking of vehicles upon streets within the City;

WHEREAS, the Board of City Commissioners has or will be enacting Section 8-1027 of the Fargo Municipal Code, which establishes winter parking restrictions for purposes of facilitating snow-removal operations and authorizes the Board of City Commissioners, by resolution, to designate the streets, portions of streets, areas, dates, and hours to which such restrictions shall apply;

WHEREAS, the Board of City Commissioners has determined that establishing designated days and hours during which parking and stopping are restricted on certain streets and avenues will facilitate the efficient and timely removal of snow and ice from the City's streets and will promote the safe and orderly movement of vehicular traffic;

WHEREAS, the Board of City Commissioners has considered the geographic areas, streets, dates, and hours identified in this Resolution and has determined that the restrictions established herein are necessary and appropriate to facilitate winter snow-removal operations;

NOW, THEREFORE, BE IT RESOLVED, by the Board of City Commissioners of the City of Fargo, North Dakota, as follows:

SECTION ONE – RESTRICTED PARKING AND STOPPING ON SPECIFIC TIMES, DAYS, AND LOCATIONS FOR THE FOLLOWING:

- **Exhibit 1** - Streets Tuesday and Avenues Wednesday from 8:00am to 4:00pm, an area bounded by 10th Street North to 17th Avenue North, 17th Avenue North to University Drive, University Drive to 12th Avenue North, 12th Avenue North to Dakota Drive North, Dakota Drive North to 8th Avenue North, 8th Avenue North to University Drive, University Drive to 7th Avenue North, 7th Avenue North to 10th Street North.

- **Exhibit 2** - Streets Thursday and Avenues Wednesday from 8:00am to 4:00pm, an area bounded by 13th Avenue South to 13 ½ Street South, 13 ½ Street South to 20th Avenue South, 20th Avenue South to 17th Street South, 17th Street South to 13th Avenue South.
- **Exhibit 3** - Streets Thursday and Avenues Wednesday from 8:00am to 4:00pm, an area bounded by 10th Street South to 5th Avenue South, 5th Avenue South to 7th Street South, 7th Street South to 8th Avenue South, 8th Avenue South to 6th Street South, 6th Street South to 10th Avenue South, 10th Avenue South to 10th Street South.

SECTION TWO – EFFECTIVE DATE. This Resolution becomes effective as of the date Fargo Municipal Code section 8-1027 becomes effective. If Fargo Municipal Code section 8-1027 is not enacted, this Resolution shall be null and void without further action by the Board of City Commissioners.

_____
Joshua A. Boschee, Mayor

Attest:

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

The motion for the adoption of the foregoing resolution was duly seconded by COMMISSIONER _____, and upon roll call vote, the following voted in favor thereof: COMMISSIONERS _____. The following were absent and not voting: _____, and the following voted against the same: _____, whereupon the resolution was declared duly passed and adopted.

4

OFFICE OF THE CITY ATTORNEY
FARGO, NORTH DAKOTA

ORDINANCE NO. _____

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

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

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

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

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

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

NOW, THEREFORE,

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

Section 1. Amendment

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

OFFICE OF THE CITY ATTORNEY
FARGO, NORTH DAKOTA

ORDINANCE NO. _____

8-2002. Operation of motorized scooters—Regulations.

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

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

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

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

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

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

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

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

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

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

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

OFFICE OF THE CITY ATTORNEY
FARGO, NORTH DAKOTA

ORDINANCE NO. _____

Section 2. Effective Date.

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

_____
Joshua A. Boschee, Mayor

Attest:

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

First Reading:
Second Reading:
Final Passage:
Publication:

OFFICE OF THE CITY ATTORNEY
FARGO, NORTH DAKOTA

5

ORDINANCE NO. _____

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

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

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

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

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

NOW, THEREFORE,

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

Section 1. Amendment

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

8-0101. – Definitions.

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

OFFICE OF THE CITY ATTORNEY
FARGO, NORTH DAKOTA

ORDINANCE NO. _____

8-0101. - Definitions.

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

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

***

Section 2. Penalty.

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

OFFICE OF THE CITY ATTORNEY
FARGO, NORTH DAKOTA

ORDINANCE NO. _____

Section 3. Effective Date.

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

_____
Joshua A. Boschee, Mayor

Attest:

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

First Reading:
Second Reading and Final Passage:
Publication:

OFFICE OF THE CITY ATTORNEY
FARGO, NORTH DAKOTA

ORDINANCE NO. _____

6

AN ORDINANCE REZONING CERTAIN PARCELS
OF LAND LYING IN URBAN PLAINS MEDICAL PARK THIRD ADDITION
TO THE CITY OF FARGO, CASS COUNTY, NORTH DAKOTA

WHEREAS, the Fargo Planning Commission and the Board of City Commissioners of the City of Fargo have held hearings pursuant to published notice to consider the rezoning of certain parcels of land lying in the proposed Urban Plains Medical Park Third Addition to the City of Fargo, Cass County, North Dakota; and,

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

WHEREAS, the rezoning changes were approved by the City Commission on October 12, 2026,

NOW, THEREFORE,

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

Section 1. The following described property:

All of Urban Plains Medical Park Third Addition to the City of Fargo, Cass County, North Dakota;

is hereby rezoned from "LC", Limited Commercial, District, with a "C-O", Conditional Overlay, District as established in Fargo Municipal Code Ordinance No. 5153, to "MR-3", Multi-Dwelling, District, repealing and reestablishing the "C-O", Conditional Overlay, District as follows:

Part A): The following requirements apply to all mixed-use and non-residential development:

1) Description

This C-O, Conditional Overlay district is primarily intended to encourage high-quality, durable, and long-lasting investments in order to enhance the quality of life and discourage blight. To that end, it is intended that all properties be designed to a human scale and that buildings should have architectural interest and variety through the use of articulated façades. In order to avoid the effect of a single, long, or massive wall with no

relation to human scale, it is intended that articulated façades should include elements such as setbacks, change in materials, roof pitch or height variability.

2) Building form and style

2.1 Entrances and pedestrian walkway features leading to entrances shall be provided from both the parking areas and the street right-of-way.

2.2 All building elevations/façades greater than 150 feet in length, measured horizontally from vertical edge to vertical edge, shall incorporate wall plane projections or recesses. Each projection and/or recess shall have a depth of at least two feet, and the cumulative total horizontal width of all projections and/or recesses within a façade shall equate to at least an accumulated total of 20 percent of the overall horizontal length of the façade. No uninterrupted length of any façade shall exceed 150 horizontal feet.

2.3 Ground floor façades of non-residential buildings that face public right-of-way shall have arcades, display windows, entry areas, awnings, or other such features along no less than 50 percent of its horizontal length.

2.4 All buildings, regardless of size, shall have clearly-defined, highly-visible, public entrances that connect to public spaces, streets, pedestrian paths and plazas with no fewer than two of the following:

i. Canopies, awnings or porticos
ii. Recesses/projections varying the façade
iii. Raised corniced parapets over the door
iv. Peaked roof forms
v. Arches or arcades
vi. Entry courts
vii. Raised landscape planters and/or wing walls integrated with the building

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

OFFICE OF THE CITY ATTORNEY
FARGO, NORTH DAKOTA

ORDINANCE NO. _____

2.6 Accent Materials – In conjunction with the principle materials listed above, the following accent materials may also be used to construct or clad exterior walls: finished wood, architectural metal panels, and vinyl. Accent materials shall be applied to no greater than 20 percent of each building façade.

2.7 Flat roofs and rooftop mechanical equipment, such as HVAC units, shall be concealed from public view at ground level by parapets or other enclosures. The average height of such parapets shall not exceed fifteen percent of the height of the supporting wall.

2.8 Loading/unloading areas, building service entrances, loading docks, overhead doors, and ground level HVAC units shall be visually screened from adjacent public right-of-way by structures and/or landscaping. All structures used for visual screening shall be constructed or clad with the same materials used for the primary building.

2.9 Dumpsters, refuse containers, and outdoor storage areas shall be located at the side or rear of buildings and shall be visually screened from adjacent public right-of-way by permanent walls. The permanent walls shall be constructed or clad with the same materials used for the primary building. Dumpsters and refuse containers shall contain permanent walls on at least three sides with the service opening not directly facing any public right-of-way or residentially zoned property. The fourth side shall incorporate a metal gate to visually screen the dumpsters or refuse containers.

3) Site Design

3.1 A minimum of 5% of the internal surface area of the parking lot shall be landscaped through the use of planter islands and peninsulas.

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

i. Parking lots or parking structures
ii. Any public sidewalk or multi-use path along the perimeter of the lot
iii. Entrances of other buildings on the site
iv. Any public sidewalk system along the perimeter streets adjacent to the development

OFFICE OF THE CITY ATTORNEY
FARGO, NORTH DAKOTA

ORDINANCE NO. _____

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

4) Prohibited Uses

For the purposes of this Conditional Overlay, the following uses are prohibited:

4.1 Portable advertising signs
4.2 Detention facilities
4.3 Self-service storage
4.4 Vehicle repair
4.5 Vehicle service, limited
4.6 Industrial uses
4.7 Adult entertainment center
4.8 Off-premise Advertising

5) Definitions

For the purposes of this Conditional Overlay, the following terms shall have the meanings ascribed to them:

5.1 Façade: Any exterior side of a building as viewed from a single direction. Said direction is typically perpendicular to the exterior side of the building being viewed.

5.2 Depth: A horizontal distance that is perpendicular to a building façade.

5.3 Elevation: A horizontal orthographic projection of a building on to a vertical plane, the vertical plane being parallel to one side of the building.

Part B): The following requirements apply to all residential development:

1) Description

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This C-O, Conditional Overlay district is primarily intended to encourage high-quality, durable, and long-lasting investments in order to enhance the quality of life and discourage blight. To that end, it is intended that all properties be designed to a human scale and that buildings should have architectural interest and variety through the use of articulated façades. In order to avoid the effect of a single, long, or massive wall with no relation to human scale, it is intended that articulated façades should include elements such as setbacks, change in materials, roof pitch or height variability.

2) Building form and style

2.1 Principle Materials – Unless otherwise deemed acceptable by the Zoning Administrator, all exterior walls shall be constructed or clad with natural stone, synthetic stone, brick, stucco, integrally-colored and textured concrete masonry units or systems, exterior insulation finishing systems (EIFS), fiber cement, curtain walls, rainscreen systems or glass. All materials shall be commercial grade, durable, and have a multi-generational life span. Horizontal metal lap siding and vertical metal batten shall be allowed on residential structures but should not exceed 75% of the building elevation.

2.2 Accent Materials – In conjunction with the principle materials listed above, the following accent materials may also be used to construct or clad exterior walls: finished wood, architectural metal panels, and vinyl. Accent materials shall be applied to no greater than 20 percent of each building façade.

2.3 Dumpsters, refuse containers, and outdoor storage areas shall be located at the side or rear of buildings and shall be visually screened from adjacent public right-of-way by walls or fencing. Dumpsters and refuse containers shall contain walls or fencing on at least three sides with the service opening not directly facing any public right-of-way or residentially zoned property. The fourth side shall incorporate a gate to visually screen the dumpsters or refuse containers.

3) Site Design

3.1 Separate vehicular and pedestrian circulation systems shall be provided. An on-site system of pedestrian walkways shall be provided between building entrances

OFFICE OF THE CITY ATTORNEY
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ORDINANCE NO. _____

and the following:

i. Parking lots or parking structures
ii. Any public sidewalk or multi-use path along the perimeter of the lot
iii. Entrances of other buildings on the site
iv. Any public sidewalk system along the perimeter streets adjacent to the development
v. Adjacent pedestrian origins and destinations—including but not limited to transit stops, residential development, office buildings, and retail shopping buildings—where deemed practical and appropriate by the Zoning Administrator.
vi. Upon approval of the Zoning Administrator, adjacent properties may share pedestrian circulation systems that connect to public sidewalks.

4) Accessory Structures and Parking

The following applies to residential development on Lot 1 and Lot 3, Block 1, Urban Plains Retail Second Addition:

4.1 The cumulative total building footprint for all accessory buildings shall be a maximum of 45 percent of the primary building coverage.

4.2 No accessory structures shall be allowed between the primary structure and the front or side street property line or in the front of the building.

4.3 Individual accessory structures shall have a maximum length of 140 feet.

4.4 A minimum of 40 percent of the primary building footprint shall be designed for parking integrated into the structure.

5) Prohibited Uses

For the purposes of this Conditional Overlay, the following uses are prohibited:

i. Portable advertising signs
ii. Pylon Signs
iii. Pylon Sign
iv. Off-premise advertising

OFFICE OF THE CITY ATTORNEY
FARGO, NORTH DAKOTA

ORDINANCE NO. _____

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

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

_____
Joshua A. Boschee, Mayor

(SEAL)

Attest:

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

First Reading:
Second Reading:
Final Passage

OFFICE OF THE CITY ATTORNEY
FARGO, NORTH DAKOTA

7

ORDINANCE NO. _____

AN ORDINANCE REZONING CERTAIN PARCELS OF LAND
LYING IN VILLAGE WEST FIFTH 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 Village West Fifth Addition to the City of Fargo, Cass County, North Dakota; and,

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

WHEREAS, the rezoning changes were approved by the City Commission on October 12, 2026,

NOW, THEREFORE,

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

Section 1. The following described property:

Lot One (1), Block One (1) of Village West Fifth Addition to the City of Fargo, Cass County, North Dakota;

is hereby rezoned from "MR-3", Multi-Dwelling, District and "GC", General Commercial, District to "GC", General Commercial, District.

Section 2. The following described property:

Lot Two (2), Block One (1) of Village West Fifth Addition to the City of Fargo, Cass County, North Dakota;

is hereby retaining the base zoning of "MR-3", Multi-Dwelling, District and "GC", General Commercial, District.

OFFICE OF THE CITY ATTORNEY
FARGO, NORTH DAKOTA

ORDINANCE NO. _____

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.

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

_____
Joshua A. Boschee, Mayor

(SEAL)

Attest:

First Reading:
Second Reading:
Final Passage:

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

THE CITY OF Fargo FAR MORE

OFFICE OF THE CITY ATTORNEY

CITY ATTORNEY
Ian R. McLean

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

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

8

October 22, 2026

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

Re: Water Service Replacement Project 2026-08 (WA2511) – Termination of Contract

Dear Mayor and Commissioners:

On August 17, 2026, the City Commission approved a contract with J.D. Kraemer Enterprises, LLC ("Kraemer") for Water Service Replacement Project 2026-08 in the amount of $671,701. City staff are recommending that the City Commission terminate the Contract for cause pursuant to Section 16.02 of the Contract Documents.

During the course of the project, City staff and Houston Engineering identified a number of concerns regarding Kraemer's performance and compliance with contractual and safety requirements. These concerns include the performance of work without required licensing, failure to complete required electrical grounding work in connection with water service replacements, and excavation before required utility locates were completed. On October 13, 2026, Kraemer damaged a natural gas service while performing excavation work.

Section 16.02 of the Contract Documents permits the City to terminate the Contract for cause under certain circumstances, including failure to comply with material contractual requirements and disregard of applicable laws and regulations. On October 13, 2026, Houston Engineering provided Kraemer written notice initiating the termination process. Kraemer subsequently submitted proposed corrective measures, which City staff reviewed and determined did not adequately address the City's concerns.

If the Contract is terminated, the City will work with the contractor's performance bond surety to complete the remaining work. A performance bond is intended to protect the City financially in the event a contractor fails to fulfill its contractual obligations. Under the bond, the surety has several options, including arranging for another contractor to complete the project or providing compensation for covered completion costs. The City will work with Houston Engineering and the surety to determine the most appropriate means of completing the project while minimizing disruption to affected homeowners.

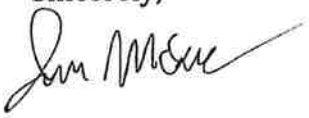
The City's goal is to complete the remaining work without incurring additional costs beyond the original contract amount. The City would utilize the remaining unpaid contract funds toward completion and look to the performance bond to cover eligible additional costs, subject to the

bond's terms and limitations. While the final financial impact cannot yet be determined, the performance bond provides an important layer of protection for the City.

Based on the foregoing, City staff recommend that the City Commission authorize termination of the Contract for cause.

RECOMMENDED MOTION: Move to terminate for cause the Contract between the City of Fargo and J.D. Kraemer Enterprises, LLC for Water Service Replacement Project 2026-08 (WA2511), pursuant to Section 16.02 of the Contract Documents, subject to satisfaction of applicable notice and performance bond requirements, and authorize the City Attorney and appropriate City staff to take all necessary steps to effectuate the termination, coordinate with the performance bond surety to complete the remaining work, and protect the City's interests.

Sincerely,



Ian R. McLean
City Attorney

THE CITY OF Fargo FAR MORE

AUDITOR'S OFFICE

AUDITOR'S OFFICE
Fargo City Hall
225 4th Street North
PO Box 2471
Fargo, ND 58108
Phone: 701.241.1301
FargoND.gov

9

MEMORANDUM

TO: BOARD OF CITY COMMISSIONERS

FROM: AUDITOR'S OFFICE

DATE: OCTOBER 26, 2026

SUBJECT: GAMES OF CHANCE APPLICATIONS

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

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

Benefit for Powell-Calhoun Family for a raffle on 11/30/26.
Benefit for Keith Rutherford for a raffle on 11/14/26.
NDSU-ASGSO for a raffle on 12/18/26.
Oak Grove Lutheran School for raffle boards on 11/6/26.
Red River Commodities Inc for a raffle on 10/12-10/16/26. (missed on 10/12/26 CC)
River Keepers for a raffle on 11/22/26

REPORT OF ACTION

PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

Type: Consent to Construct Agreement

Location: 3150 36th St S

Date of Hearing: 10/19/2026

Routing	Date
City Commission	10/26/2026
PWPEC File	X
Project File	Matt Jennings

The Committee reviewed the attached correspondence from ROW Manager, Matt Jennings, regarding plans to construct a tire shop located at 3150 36th Street South.

The property owner desires to utilize an existing sanitary sewer easement to satisfy certain Land Development Code requirements and accommodate various site amenities. The proposed private amenities within the sanitary sewer easement include a landscaping buffer consisting of various small shrubs, as well as portions of the parking lot improvements, including signage, street light bases, curb and gutter, and a storm inlet. The parking lot improvements would encroach approximately six to twelve inches into the easement, while the shrubs would be scattered throughout the easement area.

Under the Consent to Construction Agreement, the property owner will be required to honor the existing easement grants which allow the City of Fargo full rights to access the sanitary sewer easement for the purpose of inspecting, maintaining, repairing, replacing, and otherwise accessing the City's sanitary sewer infrastructure as necessary. The property owner acknowledges and accepts the risk associated with placing improvements within the sanitary sewer easement and agrees to replace or repair any improvements located within the easement that are damaged as a result of the City exercising its rights under the easement.

Staff is recommending approval of the Consent to Construction Agreement with Christianson Properties, LLC.

On a motion by Nicole Crutchfield, seconded by Josh Boschee, the Committee voted to recommend approval of the Consent to Construction Agreement with Christianson Properties, LLC.

RECOMMENDED MOTION

Concur with the recommendations of PWPEC and approve the Consent to Construction Agreement with Christianson Properties, LLC.

PROJECT FINANCING INFORMATION:

Recommended source of funding for project: N/A

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

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

Tom Knakmuhs, P.E.
City Engineer

ATTEST:

C: Kristi Olson

THE CITY OF Fargo FAR MORE

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

Memorandum

To: Members of PWPEC

From: Matthew Jennings, ROW Management

Date: October 12, 2026.

Re: Consent to Construction Agreement - 3150 36th Street South - Big O Tire

---

Background:

Christianson Properties LLC is currently working through the site plan process to begin construction of a tire shop on its property located at 3150 36th Street South. As part of the proposed development, the property owner desires to utilize an existing sanitary sewer easement to satisfy certain Land Development Code requirements and accommodate various site amenities.

The proposed private amenities within the sanitary sewer easement include a landscaping buffer consisting of various small shrubs, as well as portions of the parking lot improvements, including signage, street light bases, curb and gutter, and a storm inlet. The parking lot improvements would encroach approximately six to twelve inches into the easement, while the shrubs would be scattered throughout the easement area.

Under the Consent to Construction Agreement, the property owner will be required to honor the existing easement grants which allow the City of Fargo full rights to access the sanitary sewer easement for the purpose of inspecting, maintaining, repairing, replacing, and otherwise accessing the City's sanitary sewer infrastructure as necessary. The property owner acknowledges and accepts the risk associated with placing improvements within the sanitary sewer easement and agrees to replace or repair any improvements located within the easement that are damaged as a result of the City exercising its rights under the easement.

Recommended Motion:

Recommend approval of the Consent to Construction Agreement allowing Christianson Properties LLC to install and maintain their private amenities within the City of Fargo's sanitary sewer easement.

MCJ.klb
Attachment

CONSENT TO CONSTRUCTION AGREEMENT

COME NOW, Christianson Properties, LLC, a North Dakota limited liability company, 4609 33rd Avenue South, Suite 400, Fargo, ND 58104 ("Owner" or "Christianson"), it successors and assigns, and the City of Fargo, a North Dakota municipal corporation, 225 4th Street North, Fargo, ND, 58102 ("City"), and enter into this Consent to Construction Agreement ("Agreement").

WHEREAS, Christianson is the successor in interest to the parcel located at 3150 36th Street South, Fargo, ND 58103 (the "Property");

WHEREAS, the Property is subject to a Permanent Easement recorded as Document No. 1314967 on January 11, 2011, granting unto the City a twenty feet (20') sanitary sewer easement described as: A permanent and perpetual easement over, upon, and in the land for the purpose of constructing, operating, maintaining, and repairing a sanitary sewer main (the "Easement Area");

WHEREAS Christianson desires to construct and maintain certain improvements within the Easement Area that are contrary to City's rights granted by the Permanent Easement. The improvements include a portion of a parking lot, parking lot signage, parking lot lighting, a parking lot drainage inlet, a sidewalk connection, and vegetation/shrubs (collectively, the "Private Amenities"); and

WHEREAS, the City hereby consents to Christianson constructing, installing, using, and maintaining the Private Amenities within the Easement Area, subject to the following terms and conditions.

1. The terms, rights, and conditions provided for by this Agreement do not modify, release, terminate, or otherwise limit any right or interest granted to the City by or under the Permanent Easement. All Private Amenities shall remain subject to the City's rights under the Permanent Easement.

2. Christianson shall be permitted to construct the Private Amenities within the Easement Area, so long as the type, number, and location of the Private Amenities are approved by City in advance of such installation. Christianson shall at all times protect the sanitary sewer and customary appurtenances ("City Infrastructure") and ensure the City Infrastructure is not damaged during construction. Christianson hereby agrees that no construction shall occur within five feet (5') of the City Infrastructure. Christianson shall also follow all North Dakota One Call requirements, N.D. Cent. Code § 49-23-01 prior to any construction activity taking place.

3. Christianson shall be solely responsible for the cost of any repair, removal, relocation, or replacement of City Infrastructure damaged or altered as a result of the construction, installation, maintenance, or removal of the Private Amenities.

4. City shall not be responsible for any damage, replacements, or repairs to the Private Amenities within the Easement Area.

5. To the extent reasonably practicable, City shall provide Christianson with thirty (30) days' written notice of any scheduled or necessary work on City Infrastructure underlying or within the Easement Area, except in the event of an emergency. If the City, in its sole discretion, determines an emergency exists, the City will begin any necessary repairs without notice to Christianson. The City will give notice as soon as reasonably practical after emergency repairs have started.

    a. Upon receipt of notice of scheduled work, Christianson shall, at its sole cost and expense, remove, relocate, or adequately protect the Private Amenities as reasonably necessary to allow the City's work to proceed. City shall fill the excavation site, if necessary, and return the Easement Area to level surface upon completion of City's work. City shall have no responsibility for damage, alteration, or destruction of the Private Amenities. Christianson will be responsible for replacing any Private Amenities at no cost to the City.

    b. City shall have no responsibility for any costs or expenses incurred by Christianson required to engage in the construction, maintenance, repair, replacement, or upkeep of the Private Amenities or to ensure protection of the City Infrastructure located within the Easement Area. Christianson hereby releases the City from any liability whatsoever related to the damage, destruction, maintenance, replacement, or repair of the Private Amenities located upon the Easement Area.

    c. Upon completion of any scheduled or necessary work by the City upon City Infrastructure within the Easement Area, Christianson shall, at its sole cost and expense, promptly reestablish any site plan requirements impacted by such City Infrastructure work. Such reestablishment shall be completed within sixty (60) days following the City's completion of such work, or within such other period as may be reasonably agreed upon in writing by the parties.

6. Christianson shall not be allowed to place any excavation spoils, inventory, supplies, vehicles, construction materials, or other debris upon the Easement Area before, during, or after Christianson's construction is completed.

7. The Private Amenities shall not interfere with the City's use, operation, maintenance, repair, replacement, or improvement of the City Infrastructure within the Easement Area. In the event the City determines that any Private Amenities interferes with or unreasonably impedes the City's exercise of its rights under the Permanent Easement, Christianson shall, at its sole cost and expense, promptly remove, relocate, or modify such Private Amenities as reasonably directed by the City.

8. Christianson hereby recognizes and acknowledges that City's easement located upon the Property afford the City the reasonable right of access to the Easement Area for the customary use and purpose of the reservation, including the rights or ingress and egress to perform maintenance, repairs, and improvements to the City Infrastructure located within the Easement Area. Christianson hereby agrees it will not undertake any actions to impede or impair the City's rights of access.

9. This Agreement will be construed and enforced in accordance with North Dakota law. The parties agree that any dispute arising out of this Agreement shall be venued in State District Court in Cass County, North Dakota, and the parties hereby expressly waive any objection to personal jurisdiction and improper venue.

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

11. This Agreement constitutes the entire agreement between the parties regarding the matters described herein.

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

Remainder of Page Intentionally Left Blank

Dated this 12th day of October 2026.

Christianson Properties LLC, a North Dakota limited liability company

By: _____

Its: Secretary

STATE OF North Dakota)
) ss.
COUNTY OF Cass)

On this 12th day of October, 2026, before me, a notary public in and for said county and state, personally appeared Kyle Freier, the Secretary of Christianson Properties LLC the person described in and that executed the within and foregoing instrument, and acknowledged to me that said person executed the same.

WENDI LAWSON
Notary Public
State of North Dakota
My Commission Expires May 17, 2028

Notary Public

Cass County, ND

My Commission expires: 5-17-28

(SEAL)

Dated this _____ day of _____ 2026.

City of Fargo,
North Dakota Municipal Corporation

_____
Joshua Boschee, Mayor

ATTEST

_____
Angie Bear
Deputy City Auditor on behalf of City Auditor

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

On this _____ day of _____, 2026, before me, a notary public in and for said county and state, personally appeared Joshua Boschee and Angie Bear, to me known to be the Mayor and Deputy Auditor, respectively, of the City of Fargo, Cass County, North Dakota, the 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, ND
My Commission expires:

(SEAL)

REPORT OF ACTION

PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

Improvement District No. BN-26-B1

Type: Time Extension (CO #1)

Location: 24th – 26th Ave S & 45th St

Date of Hearing: 10/19/2026

11

Routing	Date
City Commission	10/26/2026
PWPEC File	X
Project File	Matt Jennings

The Committee reviewed a communication from Project Manager, Matt Jennings, regarding a time extension (Change Order #1) adjusting the Substantial and Final Completion Dates to 10/27/2026 and 11/12/2026. This time extension is for various delays during construction due to adjacent development of J&O Apartments.

Staff is seeking approval of the time extension (Change Order #1) as described above.

On a motion by Nicole Crutchfield, seconded by Josh Boschee, the Committee voted to recommend approval of the time extension (Change Order #1) to Master Holdings, LLC.

RECOMMENDED MOTION

Concur with the recommendations of PWPEC and approve the time extension (Change Order #1) adjusting the Substantial and Final Completion Dates to 10/27/2026 and 11/12/2026, respectively, to Master Holdings, LLC.

PROJECT FINANCING INFORMATION:

Recommended source of funding for project: Special Assessments

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

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

ATTEST:

Tom Knakmuhs, P.E.
City Engineer

C: Kristi Olson

THE CITY OF Fargo FAR MORE

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

Memorandum

To: Members of PWPEC

From: Matt Jennings, Project Engineer

Date: October 13, 2026

Re: Improvement District No. BN-26-B1 - Time Extension (CO #1)

Background:

Improvement District No. BN-26-B1 is to provide City infrastructure for the development of new apartment complexes along 24th Avenue South & 26th Avenue South. Master Holdings LLC is the Prime Contractor on this project.

This is a no cost added, time extension for various delays encountered during construction due to adjacent development of J&O Apartments.

- Survey staking of sidewalk was delayed due to Cass County Electric performing an unexpected and unauthorized dig underneath the proposed sidewalk to provide electrical service to J&O properties within the 24th Avenue South utility easement.
- J&O 45th Street Apartments' subcontractors repeatedly delivered and stored equipment and construction materials, specifically building rafters and lift trucks, within the 26th Avenue South sidewalk and north side driveway areas. These obstructions delayed survey staking and forming activities for the sidewalk.
- Removal operations were delayed due to repeated material deliveries for the J&O apartment construction. Master Holdings accommodated their requests to keep an approach open for unloading, initially anticipating approximately one-half day of disruption. The access requirements ultimately extended over four days, with heavier truck traffic during the first two days and continued delivery activity thereafter. These accommodations delayed removal operations and affected the planned work schedule.

We have reviewed the submittal and agree the delays were out of Master Holdings' control and were to accommodate the adjacent developer's construction operations.

Current Substantial Completion Date
10/13/2026
Additional Days Substantial Completion
14
New Substantial Completion Date
10/27/2026

Current Final Completion Date
11/12/2026
Additional Days Final Completion
0
New Final Completion Date
11/12/2026

Recommended Motion:

Approve Change Order No. 1 extending the Substantial Completion Date to October 27, 2026, for Improvement District No. BN-26-B1.

MCJ/klb
Attachment

THE CITY OF Fargo FAR MORE

CHANGE ORDER REPORT
NEW PAVING AND UTILITY CONSTRUCTION
IMPROVEMENT DISTRICT NO. BN-26-B1
J&O 45TH STREET APARTMENTS

Change Order No 1 **Change Order Date** 10/14/2026

Contractor Master Holdings LLC

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

EXPLANATION OF CHANGE Change Order # 1

No cost added, time extension for various delays encountered during construction due to adjacent development of J&O Apartments.

1. Survey staking of sidewalk was delayed due to Cass County Electric performing an unexpected and unauthorized dig to provide electrical service to J&O properties along the 24th Ave S utility easement.
2. J&O 45th Street Apartments' subcontractors repeatedly delivered and stored equipment and construction materials, specifically building rafters and lift trucks, within the 26th Ave S sidewalk and north side driveway areas. These obstructions delayed survey staking and forming activities for the sidewalk.
3. Early into the project, removal operations were delayed due to repeated building-material deliveries for the J&O apartment construction. Master Construction accommodated their requests to keep an approach open for unloading, initially anticipating approximately one-half day of disruption. The access requirements ultimately extended over four days, with heavier truck traffic during the first two days and continued delivery activity thereafter. These accommodations delayed removal operations and affected the planned work schedule.

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	Special Assessments
Net Amount Change Order # 1 ($)	$0.00
Previous Change Orders ($)	$0.00
Original Contract Amount ($)	$523,763.75
Total Contract Amount ($)	$523,763.75

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

CONTRACT DATES

Current Substantial Completion Date

10/13/2026

Additional Days Substantial Completion

14

New Substantial Completion Date

10/27/2026

Current Final Completion Date

11/12/2026

Additional Days Final Completion

0

New Final Completion Date

11/12/2026

Interim Completion Dates

APPROVED
For Contractor
Title

Nathan T. Schatt
PM Master

BN-26-B1
10-15-26

APPROVED DATE
Department Head
Mayor
Attest

REPORT OF ACTION

PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

Project No. UR-24-I1

Type: Final Balancing Change Order #2

Location: 25th Ave S & 17th St S

Date of Hearing: 10/19/2026

12

Routing	Date
City Commission	10/26/2026
PWPEC File	X
Project File	Shane Geraghty

The Committee reviewed the accompanying correspondence from Project Manager, Shane Geraghty, regarding Final Balancing Change Order #2 in the amount of $0.00, which reconciles the final quantities as measured in the field.

Staff is recommending approval of Final Balancing Change Order #2 in the amount of $0.00, which brings the total contract amount to $192,962.18.

On a motion by Nicole Crutchfield, seconded by Josh Boschee, the Committee voted to recommend approval of Final Balancing Change Order #2 to Key Contracting.

RECOMMENDED MOTION

Concur with the recommendations of PWPEC and approve Final Balancing Change Order #2 in the amount of $0.00, bringing the total contract amount to $192,962.18, to Key Contracting.

PROJECT FINANCING INFORMATION:

Recommended source of funding for project: Waste Water Utility Funds

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

COMMITTEE

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

T-Knakmuhs

Tom Knakmuhs, P.E.
City Engineer

ATTEST:

C: Kristi Olson

THE CITY OF Fargo FAR MORE

CHANGE ORDER REPORT

SANITARY SEWER REPAIR & INCIDENTALS

PROJECT NO. UR-24-I1

ON 25TH AVENUE S JUST WEST OF 17TH STREET S NEAR SANITARY SEWER LIFT STATION #15

Change Order No 2 **Change Order Date** 10/9/2026

Contractor Key Contracting Inc

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

EXPLANATION OF CHANGE Change Order # 2

Final Balancing Change Order

Section	Line No	Item Description	Unit	Orig Cont Qty	Prev C/O Qty	Prev Cont Qty	Curr C/O Qty	Tot Cont Qty	Unit Price ($)	C/O Ext Price ($)
									Sub Total	**$0.00**

Summary

Source Of Funding	Waste Water Funds 521
Net Amount Change Order # 2 ($)	$0.00
Previous Change Orders ($)	$14,190.18
Original Contract Amount ($)	$178,772.00
Total Contract Amount ($)	$192,962.18

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

6/1/2025

Current Final Completion Date

7/1/2025

Additional Days Substantial Completion

152

Additional Days Final Completion

356

New Substantial Completion Date

10/31/2025

New Final Completion Date

6/22/2026

Interim Completion Dates

APPROVED

For Contractor

Title

thomas martin
Business Manager

APPROVED DATE

Department Head

Mayor

Attest

T-Cee

REPORT OF ACTION

PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

Project No. TM-26-C1

Type: Negative Final Balancing Change Order #1

Location: Citywide

Date of Hearing: 10/19/2026

13

Routing	Date
City Commission	10/26/2026
PWPEC File	X
Project File	Nick Askew

The Committee reviewed the accompanying correspondence from Project Manager, Nick Askew, regarding Negative Final Balancing Change Order #1 in the amount of -$87,937.63, which reconciles the final quantities as measured in the field.

Staff is recommending approval of Negative Final Balancing Change Order #1 in the amount of -$87,937.63, which brings the total contract amount to $426,261.24.

On a motion by Nicole Crutchfield, seconded by Josh Boschee, the Committee voted to recommend approval of Negative Final Balancing Change Order #1 to 3D Specialties.

RECOMMENDED MOTION

Concur with the recommendations of PWPEC and approve Negative Final Balancing Change Order #1 in the amount of -$87,937.63, bringing the total contract amount to $426,261.24, to 3D Specialties.

PROJECT FINANCING INFORMATION:

Recommended source of funding for project: Street Light Utility Funds

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

COMMITTEE

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

Tom Knakmuhs, P.E.
City Engineer

ATTEST:

C: Kristi Olson

THE CITY OF Fargo FAR MORE

CHANGE ORDER REPORT
PAVEMENT MARKINGS
PROJECT NO. TM-26-C1
VARIOUS LOCATIONS CITYWIDE

Final Balancing Change Order

Change Order No 1 **Change Order Date** 10/12/2026
Contractor 3D Specialties 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

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 ($)	C/O Ext Price ($)
Site 2	2	F&I Methacrylate 24" Wide	LF	54		54	6	60	$82.55	$495.30
								Site 2 Sub Total		**$495.30**
Site 3	3	F&I Methacrylate 16" Wide	LF	86		86	-19	67	$67.73	-$1,286.87
	4	F&I Methacrylate 24" Wide	LF	200		200	-18	182	$82.55	-$1,485.90
								Site 3 Sub Total		**-$2,772.77**
Site 4	5	F&I Methacrylate 6" Wide	LF	181		181	-4	177	$48.32	-$193.28
	6	F&I Methacrylate 16" Wide	LF	84		84	-2	82	$67.73	-$135.46
								Site 4 Sub Total		**-$328.74**
Site 5	8	F&I Methacrylate 24" Wide	LF	400		400	-400	0	$82.55	-$33,020.00
								Site 5 Sub Total		**-$33,020.00**
Site 6	9	F&I Methacrylate 24" Wide	LF	400		400	-400	0	$82.55	-$33,020.00

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 ($)	C/O Ext Price ($)
								Site 6 Sub Total		**-$33,020.00**
Site 7	10	F&I Methacrylate 24" Wide	LF	400		400	-40	360	$82.55	-$3,302.00
								Site 7 Sub Total		**-$3,302.00**
Site 8	11	F&I Methacrylate 6" Wide	LF	272		272	-143.4	128.6	$48.32	-$6,929.09
	12	F&I Methacrylate 16" Wide	LF	104		104	-29.5	74.5	$67.73	-$1,998.04
								Site 8 Sub Total		**-$8,927.12**
Site 9	13	F&I Methacrylate 24" Wide	LF	216		216	-6	210	$82.55	-$495.30
								Site 9 Sub Total		**-$495.30**
Site 10	14	F&I Methacrylate 16" Wide	LF	140		140	-2.5	137.5	$67.73	-$169.33
	15	F&I Methacrylate 24" Wide	LF	390		390	-24	366	$82.55	-$1,981.20
								Site 10 Sub Total		**-$2,150.52**
Site 11	16	F&I Methacrylate 6" Wide	LF	103		103	-9	94	$48.32	-$434.88
	17	F&I Methacrylate 16" Wide	LF	28		28	-5	23	$67.73	-$338.65
								Site 11 Sub Total		**-$773.53**
Site 12	18	F&I Methacrylate 6" Wide	LF	238		238	69	307	$48.32	$3,334.08
	19	F&I Methacrylate 16" Wide	LF	54		54	-6	48	$67.73	-$406.38
	20	F&I Methacrylate 24" Wide	LF	40		40	-6.4	33.6	$82.55	-$528.32
								Site 12 Sub Total		**$2,399.38**

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 ($)	C/O Ext Price ($)
Site 13	21	F&I Methacrylate 16" Wide	LF	22		22	2	24	$67.73	$135.46
	22	F&I Methacrylate 24" Wide	LF	96		96	-24	72	$82.55	-$1,981.20
								Site 13 Sub Total		**-$1,845.74**
Site 14	23	F&I Methacrylate 16" Wide	LF	48		48	4	52	$67.73	$270.92
								Site 14 Sub Total		**$270.92**
Site 15	25	F&I Methacrylate 6" Wide	LF	72		72	-10	62	$48.32	-$483.20
								Site 15 Sub Total		**-$483.20**
Site 16	28	F&I Methacrylate 16" Wide	LF	89		89	-5	84	$67.73	-$338.65
	29	F&I Methacrylate 24" Wide	LF	228		228	-12	216	$82.55	-$990.60
								Site 16 Sub Total		**-$1,329.25**
Site 17	30	F&I Methacrylate 6" Wide	LF	166		166	-78	88	$48.32	-$3,768.96
	31	F&I Methacrylate 16" Wide	LF	73		73	-14	59	$67.73	-$948.22
	32	F&I Methacrylate 24" Wide	LF	120		120	-12	108	$82.55	-$990.60
								Site 17 Sub Total		**-$5,707.78**
Site 18	33	F&I Methacrylate 16" Wide	LF	14		14	-3.34	10.66	$67.73	-$226.22
	34	F&I Methacrylate 24" Wide	LF	48		48	6	54	$82.55	$495.30
								Site 18 Sub Total		**$269.08**
Site 19	35	F&I Methacrylate 16" Wide	LF	75		75	-3.5	71.5	$67.73	-$237.06

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 ($)	C/O Ext Price ($)
	36	F&I Methacrylate 24" Wide	LF	192		192	18	210	$82.55	$1,485.90
								Site 19 Sub Total		**$1,248.84**
Site 20	37	F&I Methacrylate 16" Wide	LF	114		114	-6	108	$67.73	-$406.38
	38	F&I Methacrylate 24" Wide	LF	312		312	62	374	$82.55	$5,118.10
								Site 20 Sub Total		**$4,711.72**
Site 21	39	F&I Methacrylate 16" Wide	LF	95		95	17	112	$67.73	$1,151.41
								Site 21 Sub Total		**$1,151.41**
Site 22	40	F&I Methacrylate 6" Wide	LF	120		120	5	125	$48.32	$241.60
	41	F&I Methacrylate 16" Wide	LF	113		113	22	135	$67.73	$1,490.06
								Site 22 Sub Total		**$1,731.66**
Site 23	42	F&I Methacrylate 6" Wide	LF	163		163	2	165	$48.32	$96.64
	43	F&I Methacrylate 16" Wide	LF	46		46	16	62	$67.73	$1,083.68
								Site 23 Sub Total		**$1,180.32**
Site 24	44	F&I Methacrylate 16" Wide	LF	40		40	20.15	60.15	$67.73	$1,364.76
	45	F&I Methacrylate 24" Wide	LF	186		186	-71.27	114.73	$82.55	-$5,883.34
								Site 24 Sub Total		**-$4,518.58**
Site 25	46	F&I Methacrylate 6" Wide	LF	294		294	25.5	319.5	$48.32	$1,232.16
	47	F&I Methacrylate 16" Wide	LF	35		35	-2.5	32.5	$67.73	-$169.33

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 ($)	C/O Ext Price ($)
	48	F&I Methacrylate 24" Wide	LF	54		54	-12	42	$82.55	-$990.60
								Site 25 Sub Total		**$72.24**
Site 26	49	F&I Methacrylate 16" Wide	LF	70		70	-12	58	$67.73	-$812.76
	50	F&I Methacrylate 24" Wide	LF	216		216	-24	192	$82.55	-$1,981.20
								Site 26 Sub Total		**-$2,793.96**

Summary

Source Of Funding	Utility Funds - Street Lights - 528
Net Amount Change Order # 1 ($)	-$87,937.63
Previous Change Orders ($)	$0.00
Original Contract Amount ($)	$514,198.87
Total Contract Amount ($)	$426,261.24 MB

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

APPROVED
For Contractor
Title

3D Specialties
Manager
Mykel Growchesky

APPROVED DATE
Department Head
Mayor
Attest

THE CITY OF Fargo FAR MORE

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

14

October 21, 2026

Honorable Board of City
Commissioners
City of Fargo
Fargo, ND

Re: Project No. UR-26-H1

Dear Commissioners:

Bids were opened at 11:45 am on Wednesday, October 21, 2026, for Sanitary Sewer Manhole Repairs, Project No. UR-26-H1, located as follows: 19th Avenue North from 57th Street North to 43rd Street North.

The bids were as follows:

Key Contracting Inc	$298,750.00
CC Steel, LLC	$387,200.00
Engineers Estimate	$355,000.00

Private financial security is not needed.

No protests have been received.

This office recommends award of the contract to Key Contracting Inc. in the amount of $298,750.00 as the lowest and best bid.

Sincerely,

Thomas Knakmuhs, P.E.
City Engineer

THE CITY OF Fargo FAR MORE

Engineer's Statement Of Cost

Project # UR-26-H1

Sanitary Sewer Manhole Repairs

19th Avenue North from 57th Street North to 43rd Street North

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

NOW THEREFORE Thomas Knakmuhs, do hereby certify as follows:

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

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

Sanitary Sewer Manhole Repairs Project # UR-26-H1 of the City of Fargo, North Dakota.

Line	Description	Unit	Quantity	Unit Price ($)	Amount ($)
Sanitary Sewer					
1	Mobilization	LS	1.00	18,750.00	18,750.00
2	Repair Manhole Bottom	EA	28.00	10,000.00	280,000.00
				Sanitary Sewer Total	**298,750.00**
				Total Construction in $	**298,750.00**

Engineering	10.00%	29,875.00
Admin	4.00%	11,950.00
Legal	3.00%	8,962.50
Interest	4.00%	11,950.00
Contingency	5.00%	14,937.50
Total Estimated Costs		**376,425.00**
Utility Funds - Wastewater - 521		376,425.00
Unfunded Costs		**0.00**

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

REGISTERED PROFESSIONAL ENGINEER
TOM KNAKMUHS
PE-10059
DATE: 10/21/2026
NORTH DAKOTA

Thomas Knakmuhs, P.E.
City Engineer

FARGODOME

15

October 20, 2026

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

RE: ITB26262 – FARGODOME Relighting and Concourse Signage

Commissioners:

The Fargo Dome Authority requests your approval of contracts related to project ITB26262 – FARGODOME Relighting and Concourse Signage. The contracts for the General contractor (Border Construction) and the Electrical contractor (Superior Electric of Fargo, LLC) are included in this request.

The base bids, along with any corresponding alternate bids, were approved by the Fargo Dome Authority at their meeting on September 29, 2026, and approved by the Fargo Board of Commissioners at their meeting on September 28, 2026.

These contracts have been reviewed and approved by Fargo City Attorney Ian McLean and have been signed by the Contractors. Funding for this project is already included in the previously approved 2026 & 2027 FARGODOME Capital Budget.

Requested Motion: To approve the contracts for the General Contractor (Border Construction) and Electrical Contractor (Superior Electric of Fargo, LLC) as presented for project ITB26262 – FARGODOME Relighting and Concourse Signage.

Thank you for your consideration of this matter.

Respectfully Submitted,

Rob Sobolik
General Manager, FARGODOME

Attachment

1800 North University Drive Fargo, ND 58102
Phone: (701) 241-9100 Fax: (701) 237-0987 www.fargodome.com

AIA® Document A101® – 2017

Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum

AGREEMENT made as of the Twenty-Eighth day of September in the year Two Thousand Twenty-Six
(In words, indicate day, month and year.)

BETWEEN the Owner:
(Name, legal status, address and other information)

Fargodome Authority/City of Fargo
1800 University Dr N
Fargo, ND 58102

and the Contractor:
(Name, legal status, address and other information)

Border Construction
4321 14th Avenue North
Fargo, ND 58102
701-478-3113

for the following Project:
(Name, location and detailed description)

FARGODOME
Relighting and Signage
1800 University Dr N
Fargo, ND 58102

The Architect:
(Name, legal status, address and other information)

R.L. Engebretson Architects Fargo LLC
4040 42nd Street South, Suite Q
Fargo, ND 58104

The Owner and Contractor agree as follows.

ADDITIONS AND DELETIONS:
The author of this document may have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

The parties should complete A101®–2017, Exhibit A, Insurance and Bonds, contemporaneously with this Agreement. AIA Document A201®–2017, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

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User Notes: (6ac7e24224583ee1207e0d6c)

TABLE OF ARTICLES

1 THE CONTRACT DOCUMENTS

2 THE WORK OF THIS CONTRACT

3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

4 CONTRACT SUM

5 PAYMENTS

6 DISPUTE RESOLUTION

7 TERMINATION OR SUSPENSION

8 MISCELLANEOUS PROVISIONS

9 ENUMERATION OF CONTRACT DOCUMENTS

EXHIBIT A INSURANCE AND BONDS

ARTICLE 1 THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary, and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement, and Modifications issued after execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. An enumeration of the Contract Documents, other than a Modification, appears in Article 9.

ARTICLE 2 THE WORK OF THIS CONTRACT

The Contractor shall fully execute the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others.

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 3.1 The date of commencement of the Work shall be:
(Check one of the following boxes.)

[ ] The date of this Agreement.

[ ] A date set forth in a notice to proceed issued by the Owner.

[X]] Established as follows:
(Insert a date or a means to determine the date of commencement of the Work.)

The date of this Agreement.

If a date of commencement of the Work is not selected, then the date of commencement shall be the date of this Agreement.

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User Notes: (6ac7e24224583ee1207e0d6c)

§ 3.2 The Contract Time shall be measured from the date of commencement of the Work.

§ 3.3 Substantial Completion

§ 3.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Contractor shall achieve Substantial Completion of the entire Work:
(Check one of the following boxes and complete the necessary information.)

[ ] Not later than ( ) calendar days from the date of commencement of the Work.

[X] By the following date: : May 5, 2027

§ 3.3.2 Subject to adjustments of the Contract Time as provided in the Contract Documents, if portions of the Work are to be completed prior to Substantial Completion of the entire Work, the Contractor shall achieve Substantial Completion of such portions by the following dates:

Portion of Work	Substantial Completion Date

§ 3.3.3 If the Contractor fails to achieve Substantial Completion as provided in this Section 3.3, liquidated damages, if any, shall be assessed as set forth in Section 4.5.

ARTICLE 4 CONTRACT SUM

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be Seven Hundred Ten Thousand Dollars and no cents ($ 710,000.00), subject to additions and deductions as provided in the Contract Documents.

§ 4.2 Alternates

§ 4.2.1 Alternates, if any, included in the Contract Sum:

Item	Price

§ 4.2.2 Subject to the conditions noted below, the following alternates may be accepted by the Owner following execution of this Agreement. Upon acceptance, the Owner shall issue a Modification to this Agreement.
(Insert below each alternate and the conditions that must be met for the Owner to accept the alternate.)

Item	Price	Conditions for Acceptance

§ 4.3 Allowances, if any, included in the Contract Sum:
(Identify each allowance.)

Item	Price

§ 4.4 Unit prices, if any:
(Identify the item and state the unit price and quantity limitations, if any, to which the unit price will be applicable.)

Item	Units and Limitations	Price per Unit ($0.00)

§ 4.5 Liquidated damages, if any:
(Insert terms and conditions for liquidated damages, if any.)

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User Notes: (6ac7e24224583ee1207e0d6c)

§ 4.6 Other:
(Insert provisions for bonus or other incentives, if any, that might result in a change to the Contract Sum.)

ARTICLE 5 PAYMENTS

§ 5.1 Progress Payments

§ 5.1.1 Based upon Applications for Payment submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

§ 5.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

§ 5.1.3 Provided that an Application for Payment is received by the Architect not later than the 30th day of a month, the Owner shall make payment of the amount certified to the Contractor not later than the 15th day of the the following month. If an Application for Payment is received by the Architect after the application date fixed above, payment of the amount certified shall be made by the Owner not later than thirty ((30) days after the Architect receives the Application for Payment.
(Federal, state or local laws may require payment within a certain period of time.)

§ 5.1.4 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form, and supported by such data to substantiate its accuracy, as the Architect may require. This schedule of values shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 5.1.5 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

§ 5.1.6 In accordance with AIA Document A201™–2017, General Conditions of the Contract for Construction, and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

§ 5.1.6.1 The amount of each progress payment shall first include:

.1 That portion of the Contract Sum properly allocable to completed Work;

.2 That portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction, or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing; and

.3 That portion of Construction Change Directives that the Architect determines, in the Architect's professional judgment, to be reasonably justified.

§ 5.1.6.2 The amount of each progress payment shall then be reduced by:

.1 The aggregate of any amounts previously paid by the Owner;

.2 The amount, if any, for Work that remains uncorrected and for which the Architect has previously withheld a Certificate for Payment as provided in Article 9 of AIA Document A201–2017;

.3 Any amount for which the Contractor does not intend to pay a Subcontractor or material supplier, unless the Work has been performed by others the Contractor intends to pay;

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.4 For Work performed or defects discovered since the last payment application, any amount for which the Architect may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA Document A201–2017; and

.5 Retainage withheld pursuant to Section 5.1.7.

§ 5.1.7 Retainage

§ 5.1.7.1 For each progress payment made prior to Substantial Completion of the Work, the Owner may withhold the following amount, as retainage, from the payment otherwise due:
(Insert a percentage or amount to be withheld as retainage from each Application for Payment. The amount of retainage may be limited by governing law.)

From each progress payment made prior to fifty percent (50%) completion of the Work, the Owner shall retain ten percent (10%) of the amount of the estimate. Upon fifty percent (50%) completion of the Work, no further retainage shall be withheld from subsequent progress payments unless unsatisfactory progress or performance is documented. Retainage shall otherwise be administered and released in accordance with N.D.C.C. § 48-01.2-13.

§ 5.1.7.1.1 The following items are not subject to retainage:
(Insert any items not subject to the withholding of retainage, such as general conditions, insurance, etc.)

§ 5.1.7.2 Reduction or limitation of retainage, if any, shall be as follows:
(If the retainage established in Section 5.1.7.1 is to be modified prior to Substantial Completion of the entire Work, including modifications for Substantial Completion of portions of the Work as provided in Section 3.3.2, insert provisions for such modifications.)

§ 5.1.7.3 Except as set forth in this Section 5.1.7.3, upon Substantial Completion of the Work, the Contractor may submit an Application for Payment that includes the retainage withheld from prior Applications for Payment pursuant to this Section 5.1.7. The Application for Payment submitted at Substantial Completion shall not include retainage as follows:
(Insert any other conditions for release of retainage upon Substantial Completion.)

§ 5.1.8 If final completion of the Work is materially delayed through no fault of the Contractor, the Owner shall pay the Contractor any additional amounts in accordance with Article 9 of AIA Document A201–2017.

§ 5.1.9 Except with the Owner's prior approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

§ 5.2 Final Payment

§ 5.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when

.1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Article 12 of AIA Document A201–2017, and to satisfy other requirements, if any, which extend beyond final payment; and

.2 a final Certificate for Payment has been issued by the Architect.

§ 5.2.2 The Owner's final payment to the Contractor shall be made no later than 30 days after the issuance of the Architect's final Certificate for Payment, or as follows:

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§ 5.3 Interest
Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.
(Insert rate of interest agreed upon, if any.)

%

ARTICLE 6 DISPUTE RESOLUTION
§ 6.1 Initial Decision Maker
The Architect will serve as the Initial Decision Maker pursuant to Article 15 of AIA Document A201–2017, unless the parties appoint below another individual, not a party to this Agreement, to serve as the Initial Decision Maker.
(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)

§ 6.2 Binding Dispute Resolution
For any Claim subject to, but not resolved by, mediation pursuant to Article 15 of AIA Document A201–2017, the method of binding dispute resolution shall be as follows:
(Check the appropriate box.)

[ ] Arbitration pursuant to Section 15.4 of AIA Document A201–2017

[X] Litigation in a court of competent jurisdiction

[ ] Other *(Specify)*

If the Owner and Contractor do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction.

ARTICLE 7 TERMINATION OR SUSPENSION
§ 7.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A201–2017.

§ 7.1.1 If the Contract is terminated for the Owner's convenience in accordance with Article 14 of AIA Document A201–2017, then the Owner shall pay the Contractor a termination fee as follows:
(Insert the amount of, or method for determining, the fee, if any, payable to the Contractor following a termination for the Owner's convenience.)

§ 7.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201–2017.

ARTICLE 8 MISCELLANEOUS PROVISIONS
§ 8.1 Where reference is made in this Agreement to a provision of AIA Document A201–2017 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

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§ 8.2 The Owner's representative:
(Name, address, email address, and other information)

Rob Sobolik, General Manager
Fargodome Authority/City of Fargo
1800 North University Drive
Fargo, ND 58102
rsobolik@fargodome.com
Office: 701-298-2658
Cell: 701-219-0065

§ 8.3 The Contractor's representative:
(Name, address, email address, and other information)

Tom Jarvis, President
Border Construction
4321 14th Avenue North
Fargo, ND 58102
tom@borderconstruction.net
Phone: 701-478-3113

§ 8.4 Neither the Owner's nor the Contractor's representative shall be changed without ten days' prior notice to the other party.

§ 8.5 Insurance and Bonds
§ 8.5.1 The Owner and the Contractor shall purchase and maintain insurance as set forth in AIA Document A101™–2017, Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum, Exhibit A, Insurance and Bonds, and elsewhere in the Contract Documents.

§ 8.5.2 The Contractor shall provide bonds as set forth in AIA Document A101™–2017 Exhibit A, and elsewhere in the Contract Documents.

§ 8.6 Notice in electronic format, pursuant to Article 1 of AIA Document A201–2017, may be given in accordance with a building information modeling exhibit, if completed, or as otherwise set forth below:
(If other than in accordance with a building information modeling exhibit, insert requirements for delivering notice in electronic format such as name, title, and email address of the recipient and whether and how the system will be required to generate a read receipt for the transmission.)

§ 8.7 Other provisions:

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 This Agreement is comprised of the following documents:

.1 AIA Document A101™–2017, Standard Form of Agreement Between Owner and Contractor
.2 AIA Document A101™–2017, Exhibit A, Insurance and Bonds
.3 AIA Document A201™–2017, General Conditions of the Contract for Construction
.4 Building information modeling exhibit, dated as indicated below:
(Insert the date of the building information modeling exhibit incorporated into this Agreement.)

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.5 Drawings

Number	Title	Date
As prepared by RLE Architecture dated	See Exhibit B for Sheet Index	

.6 Specifications

Section	Title	Date	Pages
As prepared by RLE Architecture dated	See Exhibit C for Table of Contents		

.7 Addenda, if any:

Number	Date	Pages

Portions of Addenda relating to bidding or proposal requirements are not part of the Contract Documents unless the bidding or proposal requirements are also enumerated in this Article 9.

.8 Other Exhibits:
(Check all boxes that apply and include appropriate information identifying the exhibit where required.)

[ ] AIA Document E204™–2017, Sustainable Projects Exhibit, dated as indicated below:
(Insert the date of the E204-2017 incorporated into this Agreement.)

[ ] The Sustainability Plan:

Title	Date	Pages

[ ] Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages

.9 Other documents, if any, listed below:
(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201™–2017 provides that the advertisement or invitation to bid, Instructions to Bidders, sample forms, the Contractor's bid or proposal, portions of Addenda relating to bidding or proposal requirements, and other information furnished by the Owner in anticipation of receiving bids or proposals, are not part of the Contract Documents unless enumerated in this Agreement. Any such documents should be listed here only if intended to be part of the Contract Documents.)

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This Agreement entered into as of the day and year first written above.

OWNER *(Signature)*	**CONTRACTOR** *(Signature)*
BY: Josh Boschee, Mayor	BY: Tom Jarvis, President
(Printed name and title)	*(Printed name and title)*

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AIA® Document A101® – 2017 Exhibit A

Insurance and Bonds

This Insurance and Bonds Exhibit is part of the Agreement. between the Owner and the Contractor. dated the day of in the year
(In words, indicate day, month and year.)

for the following **PROJECT**:
(Name and location or address)

Fargodome Relighting & Signage
1800 University Dr N
Fargo, ND 58102

THE OWNER:
(Name, legal status and address)

Fargodome Authority/City of Fargo
1800 University Dr N
Fargo, ND 58102

THE CONTRACTOR:
(Name, legal status and address)

ADDITIONS AND DELETIONS:
The author of this document may have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

This document is intended to be used in conjunction with AIA Document A201®–2017, General Conditions of the Contract for Construction. Article 11 of A201®–2017 contains additional insurance provisions.

TABLE OF ARTICLES

A.1 GENERAL

A.2 OWNER'S INSURANCE

A.3 CONTRACTOR'S INSURANCE AND BONDS

A.4 SPECIAL TERMS AND CONDITIONS

ARTICLE A.1 GENERAL

The Owner and Contractor shall purchase and maintain insurance, and provide bonds, as set forth in this Exhibit. As used in this Exhibit, the term General Conditions refers to AIA Document A201™–2017, General Conditions of the Contract for Construction.

ARTICLE A.2 OWNER'S INSURANCE

§ A.2.1 General

Prior to commencement of the Work, the Owner shall secure the insurance, and provide evidence of the coverage, required under this Article A.2 and, upon the Contractor's request, provide a copy of the property insurance policy or policies required by Section A.2.3. The copy of the policy or policies provided shall contain all applicable conditions, definitions, exclusions, and endorsements.

§ A.2.2 Liability Insurance

The Owner shall be responsible for purchasing and maintaining the Owner's usual general liability insurance.

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§ A.2.3 Required Property Insurance

§ A.2.3.1 Unless this obligation is placed on the Contractor pursuant to Section A.3.3.2.1, the Owner shall purchase and maintain, from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located, property insurance written on a builder's risk "all-risks" completed value or equivalent policy form and sufficient to cover the total value of the entire Project on a replacement cost basis. The Owner's property insurance coverage shall be no less than the amount of the initial Contract Sum, plus the value of subsequent Modifications and labor performed and materials or equipment supplied by others. The property insurance shall be maintained until Substantial Completion and thereafter as provided in Section A.2.3.1.3, unless otherwise provided in the Contract Documents or otherwise agreed in writing by the parties to this Agreement. This insurance shall include the interests of the Owner, Contractor, Subcontractors, and Sub-subcontractors in the Project as insureds. This insurance shall include the interests of mortgagees as loss payees.

§ A.2.3.1.1 Causes of Loss. The insurance required by this Section A.2.3.1 shall provide coverage for direct physical loss or damage, and shall not exclude the risks of fire, explosion, theft, vandalism, malicious mischief, collapse, earthquake, flood, or windstorm. The insurance shall also provide coverage for ensuing loss or resulting damage from error, omission, or deficiency in construction methods, design, specifications, workmanship, or materials. Sub-limits, if any, are as follows:
(Indicate below the cause of loss and any applicable sub-limit.)

Causes of Loss	Sub-Limit

§ A.2.3.1.2 Specific Required Coverages. The insurance required by this Section A.2.3.1 shall provide coverage for loss or damage to falsework and other temporary structures, and to building systems from testing and startup. The insurance shall also cover debris removal, including demolition occasioned by enforcement of any applicable legal requirements, and reasonable compensation for the Architect's and Contractor's services and expenses required as a result of such insured loss, including claim preparation expenses. Sub-limits, if any, are as follows:
(Indicate below type of coverage and any applicable sub-limit for specific required coverages.)

Coverage	Sub-Limit

§ A.2.3.1.3 Unless the parties agree otherwise, upon Substantial Completion, the Owner shall continue the insurance required by Section A.2.3.1 or, if necessary, replace the insurance policy required under Section A.2.3.1 with property insurance written for the total value of the Project that shall remain in effect until expiration of the period for correction of the Work set forth in Section 12.2.2 of the General Conditions.

§ A.2.3.1.4 Deductibles and Self-Insured Retentions. If the insurance required by this Section A.2.3 is subject to deductibles or self-insured retentions, the Owner shall be responsible for all loss not covered because of such deductibles or retentions.

§ A.2.3.2 Occupancy or Use Prior to Substantial Completion. The Owner's partial occupancy or use in accordance with Section 9.9 shall not commence until the insurance company or companies providing property insurance have consented to such partial occupancy or use by endorsement or otherwise. The Owner and the Contractor shall take reasonable steps to obtain consent of the insurance company or companies and shall, without mutual written consent, take no action with respect to partial occupancy or use that would cause cancellation, lapse, or reduction of insurance.

§ A.2.3.3 Insurance for Existing Structures

If the Work involves remodeling an existing structure or constructing an addition to an existing structure, the Owner shall purchase and maintain, until the expiration of the period for correction of Work as set forth in Section 12.2.2 of the General Conditions, "all-risks" property insurance, on a replacement cost basis, protecting the existing structure against direct physical loss or damage from the causes of loss identified in Section A.2.3.1, notwithstanding the undertaking of the Work. The Owner shall be responsible for all co-insurance penalties.

§ A.2.4 Optional Extended Property Insurance.

§ A.2.4.1 Boiler and Machinery Insurance

The Owner shall purchase and maintain boiler and machinery insurance required by the Contract Documents or by law, which shall specifically cover such insured objects during installation and until final acceptance by the Owner; this

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insurance shall include interests of the Owner, Contractor, Subcontractors and Sub-subcontractors in the Work, and the Owner and Contractor shall be named insureds.

§ A.2.4.2 If the Contractor requests in writing that insurance for risks other than those described herein or other special causes of loss be included in the property insurance policy, the Owner shall, if possible, include such insurance, and the cost thereof shall be charged to the Contractor by appropriate Change Order.

§ A.2.4.3 Before an exposure to loss may occur, the Owner shall file with the Contractor a copy of each policy that includes insurance coverages required by this Section 11.3. Each policy shall contain all generally applicable conditions, definitions, exclusions and endorsements related to this Project. Each policy shall contain a provision that the policy will not be canceled or allowed to expire, and that its limits will not be reduced, until at least 30 days' prior written notice has been given to the Contractor.

§ A.2.4.4 The Owner shall purchase and maintain the insurance selected and described below.
(Select the types of insurance the Owner is required to purchase and maintain by placing an X in the box(es) next to the description(s) of selected insurance. For each type of insurance selected, indicate applicable limits of coverage or other conditions in the fill point below the selected item.)

[ ] **§ A.2.4.4.1 Loss of Use, Business Interruption, and Delay in Completion Insurance,** to reimburse the Owner for loss of use of the Owner's property, or the inability to conduct normal operations due to a covered cause of loss.

[ ] **§ A.2.4.4.2 Ordinance or Law Insurance,** for the reasonable and necessary costs to satisfy the minimum requirements of the enforcement of any law or ordinance regulating the demolition, construction, repair, replacement or use of the Project.

[ ] **§ A.2.4.4.3 Expediting Cost Insurance,** for the reasonable and necessary costs for the temporary repair of damage to insured property, and to expedite the permanent repair or replacement of the damaged property.

[ ] **§ A.2.4.4.4 Extra Expense Insurance,** to provide reimbursement of the reasonable and necessary excess costs incurred during the period of restoration or repair of the damaged property that are over and above the total costs that would normally have been incurred during the same period of time had no loss or damage occurred.

[ ] **§ A.2.4.4.5 Civil Authority Insurance,** for losses or costs arising from an order of a civil authority prohibiting access to the Project, provided such order is the direct result of physical damage covered under the required property insurance.

[ ] **§ A.2.4.4.6 Ingress/Egress Insurance,** for loss due to the necessary interruption of the insured's business due to physical prevention of ingress to, or egress from, the Project as a direct result of physical damage.

[ ] **§ A.2.4.4.7 Soft Costs Insurance,** to reimburse the Owner for costs due to the delay of completion of the Work, arising out of physical loss or damage covered by the required property insurance; including

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construction loan fees; leasing and marketing expenses; additional fees, including those of architects, engineers, consultants, attorneys and accountants, needed for the completion of the construction, repairs, or reconstruction; and carrying costs such as property taxes, building permits, additional interest on loans, realty taxes, and insurance premiums over and above normal expenses.

[ ] **§ A.2.4.4.8 Start-Up and Testing,** for loss due to the interruption of the insured's business due to physical prevention of ingress to, or egress from, the Project as a direct result of physical damage.

§ A.2.5 Other Optional Insurance.
The Owner shall purchase and maintain the insurance selected below.
(Select the types of insurance the Owner is required to purchase and maintain by placing an X in the box(es) next to the description(s) of selected insurance.)

[ ] **§ A.2.5.1 Cyber Security Insurance** for loss to the Owner due to data security and privacy breach, including costs of investigating a potential or actual breach of confidential or private information.
(Indicate applicable limits of coverage or other conditions in the fill point below.)

[ ] **§ A.2.5.2 Other Insurance**
(List below any other insurance coverage to be provided by the Owner and any applicable limits.)

Coverage	Limits

ARTICLE A.3 CONTRACTOR'S INSURANCE AND BONDS

§ A.3.1 General

§ A.3.1.1 Certificates of Insurance. The Contractor shall provide certificates of insurance acceptable to the Owner evidencing compliance with the requirements in this Article A.3 at the following times: (1) prior to commencement of the Work; (2) upon renewal or replacement of each required policy of insurance; and (3) upon the Owner's written request. An additional certificate evidencing continuation of commercial liability coverage, including coverage for completed operations, shall be submitted with the final Application for Payment and thereafter upon renewal or replacement of such coverage until the expiration of the periods required by Section A.3.2.1 and Section A.3.3.1. The certificates will show the Owner as an additional insured on the Contractor's Commercial General Liability and excess or umbrella liability policy or policies.

§ A.3.1.2 Deductibles and Self-Insured Retentions. The Contractor shall disclose to the Owner any deductible or self-insured retentions applicable to any insurance required to be provided by the Contractor.

§ A.3.1.3 Additional Insured Obligations. To the fullest extent permitted by law, the Contractor shall cause the commercial general liability coverage to include (1) the Owner, the Architect, and the Architect's consultants as additional insureds for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's operations; and (2) the Owner as an additional insured for claims caused in whole or in part by the Contractor's negligent acts or omissions for which loss occurs during completed operations. The additional insured coverage shall be primary and non-contributory to any of the Owner's general liability insurance policies and shall apply to both ongoing and completed operations. To the extent commercially available, the additional insured coverage shall be no less than that provided by Insurance Services Office, Inc. (ISO) forms CG 20 10 07 04, CG 20 37 07 04, and, with respect to the Architect and the Architect's consultants, CG 20 32 07 04.

§ A.3.2 Contractor's Required Insurance Coverage

§ A.3.2.1 The Contractor shall purchase and maintain the following types and limits of insurance from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located. The Contractor shall maintain the required insurance until the expiration of the period for correction of Work as set forth in Section 12.2.2 of the General Conditions, unless a different duration is stated below:
(If the Contractor is required to maintain insurance for a duration other than the expiration of the period for correction

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of Work, state the duration.)

§ A.3.2.1.1 Insurance required shall be written for limits specified or required by law, whichever is greater. Coverage, whether written on an occurrence or claims made basis, shall be maintained without interruption from the date of commencement of the Work until date of final payment and termination of any coverage required to be maintained after final payment and, with respect to Contractor's completed operations coverage, until the expiration of the period for correction of Work or for such other period for maintenance of completed operations coverage as specified in the Contract Documents.

§ A.3.2.1.2 Certificates of Insurance: File Certificates of Insurance with the Prime Contractor prior to commencement of work, indicating that all insurance required by this Article is in force; such certificates to be prepared on ACORD or CICC forms. Certificates of insurance acceptable to the Owner shall be filed with the Owner prior to commencement of the Work and thereafter upon renewal or replacement of each required policy of insurance. These certificates and the insurance policies required by this Section shall contain a provision that coverages afforded under the policies will not be canceled or allowed to expire until at least 30 days prior written notice has been given to the Owner. An additional certificate evidencing continuation of liability coverage, including coverage for completed operations, shall be submitted with the final Application for Payment as required by Section 9.10.2 and thereafter upon renewal or replacement of such coverage until the expiration of the time required by Section 11.1.4. Information concerning reduction of coverage on account of revised limits or claims paid under the General Aggregate, or both, shall be furnished by the Contractor with reasonable promptness.

§ A.3.2.1.3 If multiple prime contracts are being bid, each Prime Contractor shall include in their bid the premium on an amount equal to 100% of their bid plus all add alternates, plus 50% of this amount for other contracts including the portion of the Architect's fee in connection with any loss. The Contractor amount shall be adjusted for the difference between the premium on this estimated amount and the actual amount.

§ A.3.2.2 Commercial General Liability

§ A.3.2.2.1 Commercial General Liability insurance for the Project written on an occurrence form with policy limits of not less than One Million Dollars ($ 1,000,000) each occurrence, Two Million Dollars ($ 2,000,000) general aggregate, and Two Million Dollars ($ 2,000,000) aggregate for products-completed operations hazard, providing coverage for claims including

.1 damages because of bodily injury, sickness or disease, including occupational sickness or disease, and death of any person;
.2 personal injury and advertising injury;
.3 damages because of physical damage to or destruction of tangible property, including the loss of use of such property;
.4 bodily injury or property damage arising out of completed operations; and
.5 the Contractor's indemnity obligations under Section 3.18 of the General Conditions.
.6 operations of the Contractor;
.7 operations of the Subcontractor (Contingent Liability);
.8 Products Completed Operations (to be carried for one (1) year after final completion;
.9 Personal Injury including employees related claims;
.10 Employees as additional insured;
.11 Broad Form Property Damage including but not limited to hazards of explosion, collapse and underground; and
.12 Contractual Liability.

§ A.3.2.2.2 The Contractor's Commercial General Liability policy under this Section A.3.2.2 shall not contain an exclusion or restriction of coverage for the following:

.1 Claims by one insured against another insured, if the exclusion or restriction is based solely on the fact that the claimant is an insured, and there would otherwise be coverage for the claim.
.2 Claims for property damage to the Contractor's Work arising out of the products-completed operations hazard where the damaged Work or the Work out of which the damage arises was performed by a Subcontractor.
.3 Claims for bodily injury other than to employees of the insured.
.4 Claims for indemnity under Section 3.18 of the General Conditions arising out of injury to employees of the insured.

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.5 Claims or loss excluded under a prior work endorsement or other similar exclusionary language.
.6 Claims or loss due to physical damage under a prior injury endorsement or similar exclusionary language.
.7 Claims related to residential, multi-family, or other habitational projects, if the Work is to be performed on such a project.
.8 Claims related to roofing, if the Work involves roofing.
.9 Claims related to exterior insulation finish systems (EIFS), synthetic stucco or similar exterior coatings or surfaces, if the Work involves such coatings or surfaces.
.10 Claims related to earth subsidence or movement, where the Work involves such hazards.
.11 Claims related to explosion, collapse and underground hazards, where the Work involves such hazards.

§ A.3.2.3 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Contractor, with policy limits of not less than One Million Dollars ($ 1,000,000) per accident, for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles along with any other statutorily required automobile coverage.

.1 All owned vehicles;
.2 All non-owned vehicles; and
.3 All hired vehicles.

§ A.3.2.4 The Contractor may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella insurance policies result in the same or greater coverage as the coverages required under Section A.3.2.2 and A.3.2.3, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

.1 $1,000,000 each claim;
.2 $2,000,000 annual aggregate; and
.3 Umbrella Liability shall provide excess limits over and above Commercial General Liability, Employers Liability, and Comprehensive Automobile Liability limits stated in this Article.

§ A.3.2.5 Workers' Compensation at statutory limits.

§ A.3.2.6 Employers' Liability with policy limits not less than One Million Dollars ($ 1,000,000) each accident, One Million Dollars ($ 1,000,000) each employee, and One Million Dollars ($ 1,000,000) policy limit.

§ A.3.2.7 Jones Act, and the Longshore & Harbor Workers' Compensation Act, as required, if the Work involves hazards arising from work on or near navigable waterways, including vessels and docks

§ A.3.2.8 If the Contractor is required to furnish professional services as part of the Work, the Contractor shall procure Professional Liability insurance covering performance of the professional services, with policy limits of not less than ($) per claim and ($) in the aggregate.

§ A.3.2.9 If the Work involves the transport, dissemination, use, or release of pollutants, the Contractor shall procure Pollution Liability insurance, with policy limits of not less than ($) per claim and ($) in the aggregate.

§ A.3.2.10 Coverage under Sections A.3.2.8 and A.3.2.9 may be procured through a Combined Professional Liability and Pollution Liability insurance policy, with combined policy limits of not less than ($) per claim and ($) in the aggregate.

§ A.3.2.11 Insurance for maritime liability risks associated with the operation of a vessel, if the Work requires such activities, with policy limits of not less than ($) per claim and ($) in the aggregate.

§ A.3.2.12 Insurance for the use or operation of manned or unmanned aircraft, if the Work requires such activities, with policy limits of not less than ($) per claim and ($) in the aggregate.

§ A.3.3 Contractor's Other Insurance Coverage

§ A.3.3.1 Insurance selected and described in this Section A.3.3 shall be purchased from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located. The

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Contractor shall maintain the required insurance until the expiration of the period for correction of Work as set forth in Section 12.2.2 of the General Conditions, unless a different duration is stated below:
(If the Contractor is required to maintain any of the types of insurance selected below for a duration other than the expiration of the period for correction of Work, state the duration.)

§ A.3.3.2 The Contractor shall purchase and maintain the following types and limits of insurance in accordance with Section A.3.3.1.
(Select the types of insurance the Contractor is required to purchase and maintain by placing an X in the box(es) next to the description(s) of selected insurance. Where policy limits are provided, include the policy limit in the appropriate fill point.)

[X] **§ A.3.3.2.1** Property insurance of the same type and scope satisfying the requirements identified in Section A.2.3, which, if selected in this section A.3.3.2.1, relieves the Owner of the responsibility to purchase and maintain such insurance except insurance required by Section A.2.3.1.3 and Section A.2.3.3. The Contractor shall comply with all obligations of the Owner under Section A.2.3 except to the extent provided below. The Contractor shall disclose to the Owner the amount of any deductible, and the Owner shall be responsible for losses within the deductible. Upon request, the Contractor shall provide the Owner with a copy of the property insurance policy or policies required. The Owner shall adjust and settle the loss with the insurer and be the trustee of the proceeds of the property insurance in accordance with Article 11 of the General Conditions unless otherwise set forth below:
(Where the Contractor's obligation to provide property insurance differs from the Owner's obligations as described under Section A.2.3, indicate such differences in the space below. Additionally, if a party other than the Owner will be responsible for adjusting and settling a loss with the insurer and acting as the trustee of the proceeds of property insurance in accordance with Article 11 of the General Conditions, indicate the responsible party below.)

[ ] **§ A.3.3.2.2 Railroad Protective Liability Insurance**, with policy limits of not less than ($) per claim and ($) in the aggregate, for Work within fifty (50) feet of railroad property.

[ ] **§ A.3.3.2.3 Asbestos Abatement Liability Insurance**, with policy limits of not less than ($) per claim and ($) in the aggregate, for liability arising from the encapsulation, removal, handling, storage, transportation, and disposal of asbestos-containing materials.

[X] **§ A.3.3.2.4** Insurance for physical damage to property while it is in storage and in transit to the construction site on an "all-risks" completed value form.

[X] **§ A.3.3.2.5** Property insurance on an "all-risks" completed value form, covering property owned by the Contractor and used on the Project, including scaffolding and other equipment.

[ ] **§ A.3.3.2.6 Other Insurance**
(List below any other insurance coverage to be provided by the Contractor and any applicable limits.)

Coverage	Limits
Builder's risk "all-risks"	Dollar value of the "work".

§ A.3.4 Performance Bond and Payment Bond
The Contractor shall provide surety bonds, from a company or companies lawfully authorized to issue surety bonds in the jurisdiction where the Project is located, as follows:
(Specify type and penal sum of bonds.)

Type	Penal Sum ($0.00)
Payment Bond	100% of Contract Sum
Performance Bond	100% of Contract Sum

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Payment and Performance Bonds shall be AIA Document A312™, Payment Bond and Performance Bond, or contain provisions identical to AIA Document A312™, current as of the date of this Agreement.

§ A.3.4.1 Upon request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the Contract, the Contractor shall promptly furnish a copy of the bonds or shall authorize a copy to be furnished.

§ A.3.4.2 The Contractor shall provide and maintain a valid and enforceable bond throughout the life of the Contract and its warranty periods. Any required bond shall be subject to the Owner's approval. Fully executed copies of the bond shall be provide to the Owner and the Architect.

§ A.3.4.3 The minimum requirement for the Owner's approval of the Surety shall be that the Surety is listed by the United States Treasury Department as acceptable for bonding Federal projects and that the bond amount is within the limit set by the Treasury Department as the net limit on any single risk. There shall be no affiliating between the Contractor and the Surety Company, Agent or Agency.

§ A.3.4.4 Unless otherwise required by some other provisions of the Contract Documents for statutory requirements, the bond form shall be the A312 Performance Bond and Payment Bond, amended as set forth below in Subparagraphs A.3.4.4.1 through A.3.4.4.7:

.1 The bond shall be amended to allow suit to be instituted against the Surety within the same time limitation applicable to the Principal as provide by law in the State where the Project is located. The AIA A312 Payment Bond shall be amended under paragraph 4.2 by the addition of the following: ".4 Nothing contained in the Paragraph 4.2 shall bar or otherwise prevent a claimant's suit if it perfects or asserts a valid claim against the Owner otherwise recoverable against this Bond.".

.2 The bond shall guarantee the Contractor will perform each and every part of the Contract, cover all guarantees called for and insure prompt payment to all persons furnishing material or labor required in prosecution of the Work under the Contract. In the event of additions to the Contract the Owner reserves the right to require evidence of additional bonding.

.3 The Bond shall:

a. Provide for additions or deductions from the Work in any amount without consent of Surety;

b. Provide that the completion time shall not be extended by reason or alterations, additions, omissions or changes in the Work, unless agreed to at the time of the change;

c. Provide that no notice of the aforesaid alterations, addition, changes or omissions need be given to the Surety; and

d. Permit occupancy by the Owner at any time.

.4 Final acceptance of the Work shall relieve neither the Contractor nor the Surety from their obligations under this Contract or under the bond, including, without limitation, their obligations regarding warranties of materials, equipment, installation or service.

.5 The bond shall be subject to the terms of the Contract Documents, including the General Conditions, and such terms shall take precedence over any contrary provision of the text of the bond itself.

.6 The Surety specifically consents to the dispute resolution process set forth in these A201 General Conditions.

.7 If the bond is for a public project, the bond shall be subject to any statutory requirements relating to bonds on public projects in effect in the jurisdictions where the Project is located.

ARTICLE A.4 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Insurance and Bonds Exhibit, if any, are as follows:

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Fargodome Relighting and Signage

Exhibit B

SHEET INDEX

NO		SHEET NAME	REVISION DATE	REVISION DESCRIPTION
T*	R2	TITLE SHEET	24 AUG 2026	ADDENDUM #2
ARCHITECTURAL				
A0.1		FIELD LEVEL DEMOLITION PLAN - A	19 AUG 2026	ADDENDUM #1
A0.2	R*	FIELD LEVEL DEMOLITION PLAN - C (1)		
A0.3		CONCOURSE DEMOLITION PLAN - A		
A0.4		CONCOURSE DEMOLITION PLAN - B		
A0.5		CONCOURSE DEMOLITION PLAN - C	19 AUG 2026	ADDENDUM #1
A0.6	R*	CONCOURSE DEMOLITION PLAN - D	19 AUG 2026	ADDENDUM #1
A0.7	R*	CONCOURSE DEMOLITION REFLECTED CEILING PLAN - A	19 AUG 2026	ADDENDUM #1
A0.8	R*	CONCOURSE DEMOLITION REFLECTED CEILING PLAN - B	19 AUG 2026	ADDENDUM #1
A0.9	R*	CONCOURSE DEMOLITION REFLECTED CEILING PLAN - C		
A0.10		CONCOURSE DEMOLITION REFLECTED CEILING PLAN - D		
A0.11		MEZZANINE AND PRESS BOX DEMOLITION PLANS		
A5.1		FIELD LEVEL SIGNAGE PLAN - A		
A5.2		FIELD LEVEL SIGNAGE PLAN - C	19 AUG 2026	ADDENDUM #1
A5.3	R*	CONCOURSE SIGNAGE PLAN - A	19 AUG 2026	ADDENDUM #1
A5.4	R*	CONCOURSE SIGNAGE PLAN - B	19 AUG 2026	ADDENDUM #1
A5.5	R*	CONCOURSE SIGNAGE PLAN - C	19 AUG 2026	ADDENDUM #1
A5.6	R*	CONCOURSE SIGNAGE PLAN - D	24 AUG 2026	ADDENDUM #2
A5.7	R2	CONCOURSE SIGNAGE REFLECTED CEILING PLAN - A	19 AUG 2026	ADDENDUM #1
A5.8	R*	CONCOURSE SIGNAGE REFLECTED CEILING PLAN - B	24 AUG 2026	ADDENDUM #2
A5.9	R2	CONCOURSE SIGNAGE REFLECTED CEILING PLAN - C	19 AUG 2026	ADDENDUM #1
A5.10	R*	CONCOURSE SIGNAGE REFLECTED CEILING PLAN - D		
A5.11*		MEZZANINE AND PRESS BOX SIGNAGE PLANS	19 AUG 2026	ADDENDUM #1
A5.12	R*	SIGNAGE TYPES	19 AUG 2026	ADDENDUM #1
A5.13	R*	SIGNAGE TYPES	24 AUG 2026	ADDENDUM #2
A5.14	R*	SIGNAGE TYPES	19 AUG 2026	ADDENDUM #1
A5.15	R*	PAINT AND SIGNAGE ELEVATIONS		
ELECTRICAL				
E* 0	R*	ELECTRICAL TITLE SHEET - CONCOURSE	19 AUG 2026	ADDENDUM #1
E* 1		CONCOURSE LEVEL - DEMOLITION PLAN - OVERALL		
E* 1A	R*	CONCOURSE LEVEL - DEMOLITION PLAN - AREA A	19 AUG 2026	ADDENDUM #1
E* 1B	R*	CONCOURSE LEVEL - DEMOLITION PLAN - AREA B	19 AUG 2026	ADDENDUM #1
E1.1C	R*	CONCOURSE LEVEL - DEMOLITION PLAN - AREA C	19 AUG 2026	ADDENDUM #1
E1.1D	R*	CONCOURSE LEVEL - DEMOLITION PLAN - AREA D	19 AUG 2026	ADDENDUM #1
E* 2		CONCOURSE LEVEL - LIGHTING PLAN - OVERALL		
E* 2A	R2	CONCOURSE LEVEL - LIGHTING PLAN - AREA A	24 AUG 2026	ADDENDUM #2
E* 2B	R2	CONCOURSE LEVEL - LIGHTING PLAN - AREA B	24 AUG 2026	ADDENDUM #2
E* 2C	R2	CONCOURSE LEVEL - LIGHTING PLAN - AREA C	24 AUG 2026	ADDENDUM #2
E* 2D	R2	CONCOURSE LEVEL - LIGHTING PLAN - AREA D	24 AUG 2026	ADDENDUM #2
E1.3		CONCOURSE LEVEL - ELECTRICAL PLAN - OVERALL		
E* 3A	R2	CONCOURSE LEVEL - ELECTRICAL PLAN - AREA A	24 AUG 2026	ADDENDUM #2
E* 3B	R2	CONCOURSE LEVEL - ELECTRICAL PLAN - AREA B	24 AUG 2026	ADDENDUM #2
E* 3C	R2	CONCOURSE LEVEL - ELECTRICAL PLAN - AREA C	24 AUG 2026	ADDENDUM #2
E1.3D	R2	CONCOURSE LEVEL - ELECTRICAL PLAN - AREA D	24 AUG 2026	ADDENDUM #2
E1.4	R*	SCHEDULES	19 AUG 2026	ADDENDUM #1
E1.5		DETAILS		
E2.0	R*	ELECTRICAL TITLE SHEET - ARENA	19 AUG 2026	ADDENDUM #1
E2.1		CATWALK LEVEL - DEMOLITION PLAN - OVERALL		
E2.1A		CATWALK LEVEL - DEMOLITION PLAN - AREA A		
E2.1B		CATWALK LEVEL - DEMOLITION PLAN - AREA B		
E2.1C		CATWALK LEVEL - DEMOLITION PLAN - AREA C		
E2.1D		CATWALK LEVEL - DEMOLITION PLAN - AREA D		
E2.2		CATWALK LEVEL - LIGHTING & POWER PLAN - OVERALL		
E2.2A	R*	CATWALK LEVEL - LIGHTING & POWER PLAN - AREA A	19 AUG 2026	ADDENDUM #1
E2.2B	R*	CATWALK LEVEL - LIGHTING & POWER PLAN - AREA B	19 AUG 2026	ADDENDUM #1
E2.2C	R*	CATWALK LEVEL - LIGHTING & POWER PLAN - AREA C	19 AUG 2026	ADDENDUM #1
E2.2D	R*	CATWALK LEVEL - LIGHTING & POWER PLAN - AREA D	19 AUG 2026	ADDENDUM #1
E2.3	R*	LIGHTING & POWER DETAILS	19 AUG 2026	ADDENDUM #1
E2.4		LIGHTING & POWER DETAILS		
E2.5		CATWALK LEVEL - SYSTEMS PLAN - OVERALL		
E2.5A	R*	CATWALK LEVEL - SYSTEMS PLAN - AREA A	19 AUG 2026	ADDENDUM #1
E2.5B	R*	CATWALK LEVEL - SYSTEMS PLAN - AREA B	19 AUG 2026	ADDENDUM #1
E2.5C	R*	CATWALK LEVEL - SYSTEMS PLAN - AREA C	19 AUG 2026	ADDENDUM #1
E2.5D	R*	CATWALK LEVEL - SYSTEMS PLAN - AREA D	19 AUG 2026	ADDENDUM #1
E2.6		SYSTEMS DETAILS		

Fargodome Relighting and Signage
Exhibit C

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AIA® Document A101® – 2017

Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum

AGREEMENT made as of the Twenty-Eighth day of September in the year Two Thousand Twenty-Six
(In words, indicate day, month and year.)

BETWEEN the Owner:
(Name, legal status, address and other information)

Fargodome Authority/City of Fargo
1800 University Dr N
Fargo, ND 58102

and the Contractor:
(Name, legal status, address and other information)

Superior Electric of Fargo, LLC
1840 Sheyenne Loop Suite B
Fargo, ND 58102
701-850-9064

for the following Project:
(Name, location and detailed description)

FARGODOME
Relighting and Signage
1800 University Dr N
Fargo, ND 58102

The Architect:
(Name, legal status, address and other information)

R.L. Engebretson Architects Fargo LLC
4040 42nd Street South, Suite Q
Fargo, ND 58104

The Owner and Contractor agree as follows.

ADDITIONS AND DELETIONS:
The author of this document may have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

The parties should complete A101®–2017, Exhibit A, Insurance and Bonds, contemporaneously with this Agreement. AIA Document A201®–2017, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

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4 CONTRACT SUM

5 PAYMENTS

6 DISPUTE RESOLUTION

7 TERMINATION OR SUSPENSION

8 MISCELLANEOUS PROVISIONS

9 ENUMERATION OF CONTRACT DOCUMENTS

EXHIBIT A INSURANCE AND BONDS

ARTICLE 1 THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary, and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement, and Modifications issued after execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. An enumeration of the Contract Documents, other than a Modification, appears in Article 9.

ARTICLE 2 THE WORK OF THIS CONTRACT

The Contractor shall fully execute the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others.

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 3.1 The date of commencement of the Work shall be:
(Check one of the following boxes.)

[ ] The date of this Agreement.

[ ] A date set forth in a notice to proceed issued by the Owner.

[X] Established as follows:
(Insert a date or a means to determine the date of commencement of the Work.)

The date of this Agreement.

If a date of commencement of the Work is not selected, then the date of commencement shall be the date of this Agreement.

§ 3.2 The Contract Time shall be measured from the date of commencement of the Work.

§ 3.3 Substantial Completion

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§ 3.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Contractor shall achieve Substantial Completion of the entire Work:
(Check one of the following boxes and complete the necessary information.)

[ ] Not later than ( ) calendar days from the date of commencement of the Work.

[X] By the following date: May 5, 2027

§ 3.3.2 Subject to adjustments of the Contract Time as provided in the Contract Documents, if portions of the Work are to be completed prior to Substantial Completion of the entire Work, the Contractor shall achieve Substantial Completion of such portions by the following dates:

Portion of Work	Substantial Completion Date

§ 3.3.3 If the Contractor fails to achieve Substantial Completion as provided in this Section 3.3, liquidated damages, if any, shall be assessed as set forth in Section 4.5.

ARTICLE 4 CONTRACT SUM

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be Two Million One Hundred Twenty-Two Thousand Four Hundred Seventy Dollars and no cents ($2,122,470.00), subject to additions and deductions as provided in the Contract Documents.

§ 4.2 Alternates

§ 4.2.1 Alternates, if any, included in the Contract Sum:

Item	Price

§ 4.2.2 Subject to the conditions noted below, the following alternates may be accepted by the Owner following execution of this Agreement. Upon acceptance, the Owner shall issue a Modification to this Agreement.
(Insert below each alternate and the conditions that must be met for the Owner to accept the alternate.)

Item	Price	Conditions for Acceptance

§ 4.3 Allowances, if any, included in the Contract Sum:
(Identify each allowance.)

Item	Price

§ 4.4 Unit prices, if any:
(Identify the item and state the unit price and quantity limitations, if any, to which the unit price will be applicable.)

Item	Units and Limitations	Price per Unit ($0.00)

§ 4.5 Liquidated damages, if any:
(Insert terms and conditions for liquidated damages, if any.)

§ 4.6 Other:
(Insert provisions for bonus or other incentives, if any, that might result in a change to the Contract Sum.)

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ARTICLE 5 PAYMENTS

§ 5.1 Progress Payments

§ 5.1.1 Based upon Applications for Payment submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

§ 5.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

§ 5.1.3 Provided that an Application for Payment is received by the Architect not later than the day 30th day of a month, the Owner shall make payment of the amount certified to the Contractor not later than the 15th day of the following month. If an Application for Payment is received by the Architect after the application date fixed above, payment of the amount certified shall be made by the Owner not later than thirty (30) days after the Architect receives the Application for Payment.
(Federal, state or local laws may require payment within a certain period of time.)

§ 5.1.4 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form, and supported by such data to substantiate its accuracy, as the Architect may require. This schedule of values shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 5.1.5 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

§ 5.1.6 In accordance with AIA Document A201™–2017, General Conditions of the Contract for Construction, and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

§ 5.1.6.1 The amount of each progress payment shall first include:

.1 That portion of the Contract Sum properly allocable to completed Work;

.2 That portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction, or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing; and

.3 That portion of Construction Change Directives that the Architect determines, in the Architect's professional judgment, to be reasonably justified.

§ 5.1.6.2 The amount of each progress payment shall then be reduced by:

.1 The aggregate of any amounts previously paid by the Owner;

.2 The amount, if any, for Work that remains uncorrected and for which the Architect has previously withheld a Certificate for Payment as provided in Article 9 of AIA Document A201–2017;

.3 Any amount for which the Contractor does not intend to pay a Subcontractor or material supplier, unless the Work has been performed by others the Contractor intends to pay;

.4 For Work performed or defects discovered since the last payment application, any amount for which the Architect may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA Document A201–2017; and

.5 Retainage withheld pursuant to Section 5.1.7.

§ 5.1.7 Retainage

§ 5.1.7.1 For each progress payment made prior to Substantial Completion of the Work, the Owner may withhold the following amount, as retainage, from the payment otherwise due:

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(Insert a percentage or amount to be withheld as retainage from each Application for Payment. The amount of retainage may be limited by governing law.)

From each progress payment made prior to fifty percent (50%) completion of the Work, the Owner shall retain ten percent (10%) of the amount of the estimate. Upon fifty percent (50%) completion of the Work, no further retainage shall be withheld from subsequent progress payments unless unsatisfactory progress or performance is documented. Retainage shall otherwise be administered and released in accordance with N.D.C.C. § 48-01.2-13.

§ 5.1.7.1.1 The following items are not subject to retainage:
(Insert any items not subject to the withholding of retainage, such as general conditions, insurance, etc.)

§ 5.1.7.2 Reduction or limitation of retainage, if any, shall be as follows:
(If the retainage established in Section 5.1.7.1 is to be modified prior to Substantial Completion of the entire Work, including modifications for Substantial Completion of portions of the Work as provided in Section 3.3.2, insert provisions for such modifications.)

§ 5.1.7.3 Except as set forth in this Section 5.1.7.3, upon Substantial Completion of the Work, the Contractor may submit an Application for Payment that includes the retainage withheld from prior Applications for Payment pursuant to this Section 5.1.7. The Application for Payment submitted at Substantial Completion shall not include retainage as follows:
(Insert any other conditions for release of retainage upon Substantial Completion.)

§ 5.1.8 If final completion of the Work is materially delayed through no fault of the Contractor, the Owner shall pay the Contractor any additional amounts in accordance with Article 9 of AIA Document A201–2017.

§ 5.1.9 Except with the Owner's prior approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

§ 5.2 Final Payment

§ 5.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when

.1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Article 12 of AIA Document A201–2017, and to satisfy other requirements, if any, which extend beyond final payment; and

.2 a final Certificate for Payment has been issued by the Architect.

§ 5.2.2 The Owner's final payment to the Contractor shall be made no later than 30 days after the issuance of the Architect's final Certificate for Payment, or as follows:

§ 5.3 Interest

Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.
(Insert rate of interest agreed upon, if any.)

%

ARTICLE 6 DISPUTE RESOLUTION

§ 6.1 Initial Decision Maker

The Architect will serve as the Initial Decision Maker pursuant to Article 15 of AIA Document A201–2017, unless the parties appoint below another individual, not a party to this Agreement, to serve as the Initial Decision Maker.

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(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)

§ 6.2 Binding Dispute Resolution
For any Claim subject to, but not resolved by, mediation pursuant to Article 15 of AIA Document A201–2017, the method of binding dispute resolution shall be as follows:
(Check the appropriate box.)

[ ] Arbitration pursuant to Section 15.4 of AIA Document A201–2017

[X] Litigation in a court of competent jurisdiction

[ ] Other *(Specify)*

If the Owner and Contractor do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction.

ARTICLE 7 TERMINATION OR SUSPENSION
§ 7.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A201–2017.

§ 7.1.1 If the Contract is terminated for the Owner's convenience in accordance with Article 14 of AIA Document A201–2017, then the Owner shall pay the Contractor a termination fee as follows:
(Insert the amount of, or method for determining, the fee, if any, payable to the Contractor following a termination for the Owner's convenience.)

§ 7.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201–2017.

ARTICLE 8 MISCELLANEOUS PROVISIONS
§ 8.1 Where reference is made in this Agreement to a provision of AIA Document A201–2017 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

§ 8.2 The Owner's representative:
(Name, address, email address, and other information)

Rob Sobolik, General Manager
Fargodome Authority/City of Fargo
1800 North University Drive
Fargo, ND 58102
Office: 701-298-2658
Cell: 701-219-0065
rsobolik@fargodome.com

§ 8.3 The Contractor's representative:
(Name, address, email address, and other information)

Marc Erbes, Owner/President

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Superior Electric of Fargo, LLC
1840 Sheyenne Loop Suite B
Fargo, ND 58102
Phone: 701-850-9064

merbes@superiorelectricfargo.com

§ 8.4 Neither the Owner's nor the Contractor's representative shall be changed without ten days' prior notice to the other party.

§ 8.5 Insurance and Bonds

§ 8.5.1 The Owner and the Contractor shall purchase and maintain insurance as set forth in AIA Document A101™–2017, Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum, Exhibit A, Insurance and Bonds, and elsewhere in the Contract Documents.

§ 8.5.2 The Contractor shall provide bonds as set forth in AIA Document A101™–2017 Exhibit A, and elsewhere in the Contract Documents.

§ 8.6 Notice in electronic format, pursuant to Article 1 of AIA Document A201–2017, may be given in accordance with a building information modeling exhibit, if completed, or as otherwise set forth below:
(If other than in accordance with a building information modeling exhibit, insert requirements for delivering notice in electronic format such as name, title, and email address of the recipient and whether and how the system will be required to generate a read receipt for the transmission.)

§ 8.7 Other provisions:

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 This Agreement is comprised of the following documents:

.1 AIA Document A101™–2017, Standard Form of Agreement Between Owner and Contractor
.2 AIA Document A101™–2017, Exhibit A, Insurance and Bonds
.3 AIA Document A201™–2017, General Conditions of the Contract for Construction
.4 Building information modeling exhibit, dated as indicated below:
(Insert the date of the building information modeling exhibit incorporated into this Agreement.)

.5 Drawings

Number	Title	Date
As prepared by RLE Architecture dated	See Exhibit B for Sheet Index	

.6 Specifications

Section	Title	Date	Pages
As prepared by RLE Architecture dated	See Exhibit C for Table of Contents		

.7 Addenda, if any:

Number	Date	Pages

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Portions of Addenda relating to bidding or proposal requirements are not part of the Contract Documents unless the bidding or proposal requirements are also enumerated in this Article 9.

.8 Other Exhibits:
(Check all boxes that apply and include appropriate information identifying the exhibit where required.)

[ ] AIA Document E204™–2017, Sustainable Projects Exhibit, dated as indicated below:
(Insert the date of the E204-2017 incorporated into this Agreement.)

[ ] The Sustainability Plan:

Title	Date	Pages

[ ] Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages

.9 Other documents, if any, listed below:
(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201™–2017 provides that the advertisement or invitation to bid, Instructions to Bidders, sample forms, the Contractor's bid or proposal, portions of Addenda relating to bidding or proposal requirements, and other information furnished by the Owner in anticipation of receiving bids or proposals, are not part of the Contract Documents unless enumerated in this Agreement. Any such documents should be listed here only if intended to be part of the Contract Documents.)

This Agreement entered into as of the day and year first written above.

	Marc Erbes
OWNER *(Signature)*	**CONTRACTOR** *(Signature)*
BY: Josh Boschee, Mayor	BY: Marc Erbes, Owner/President
(Printed name and title)	*(Printed name and title)*

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AIA® Document A101® – 2017 Exhibit A

Insurance and Bonds

This Insurance and Bonds Exhibit is part of the Agreement, between the Owner and the Contractor, dated the day of in the year
(In words, indicate day, month and year.)

for the following **PROJECT**:
(Name and location or address)

Fargodome Relighting & Signage
1800 University Dr N
Fargo, ND 58102

THE OWNER:
(Name, legal status and address)

Fargodome Authority/City of Fargo
1800 University Dr N
Fargo, ND 58102

THE CONTRACTOR:
(Name, legal status and address)

ADDITIONS AND DELETIONS:
The author of this document may have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

This document is intended to be used in conjunction with AIA Document A201®–2017, General Conditions of the Contract for Construction. Article 11 of A201®–2017 contains additional insurance provisions.

TABLE OF ARTICLES

A.1 GENERAL

A.2 OWNER'S INSURANCE

A.3 CONTRACTOR'S INSURANCE AND BONDS

A.4 SPECIAL TERMS AND CONDITIONS

ARTICLE A.1 GENERAL

The Owner and Contractor shall purchase and maintain insurance, and provide bonds, as set forth in this Exhibit. As used in this Exhibit, the term General Conditions refers to AIA Document A201™–2017, General Conditions of the Contract for Construction.

ARTICLE A.2 OWNER'S INSURANCE

§ A.2.1 General

Prior to commencement of the Work, the Owner shall secure the insurance, and provide evidence of the coverage, required under this Article A.2 and, upon the Contractor's request, provide a copy of the property insurance policy or policies required by Section A.2.3. The copy of the policy or policies provided shall contain all applicable conditions, definitions, exclusions, and endorsements.

§ A.2.2 Liability Insurance

The Owner shall be responsible for purchasing and maintaining the Owner's usual general liability insurance.

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§ A.2.3 Required Property Insurance

§ A.2.3.1 Unless this obligation is placed on the Contractor pursuant to Section A.3.3.2.1, the Owner shall purchase and maintain, from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located, property insurance written on a builder's risk "all-risks" completed value or equivalent policy form and sufficient to cover the total value of the entire Project on a replacement cost basis. The Owner's property insurance coverage shall be no less than the amount of the initial Contract Sum, plus the value of subsequent Modifications and labor performed and materials or equipment supplied by others. The property insurance shall be maintained until Substantial Completion and thereafter as provided in Section A.2.3.1.3, unless otherwise provided in the Contract Documents or otherwise agreed in writing by the parties to this Agreement. This insurance shall include the interests of the Owner, Contractor, Subcontractors, and Sub-subcontractors in the Project as insureds. This insurance shall include the interests of mortgagees as loss payees.

§ A.2.3.1.1 Causes of Loss. The insurance required by this Section A.2.3.1 shall provide coverage for direct physical loss or damage, and shall not exclude the risks of fire, explosion, theft, vandalism, malicious mischief, collapse, earthquake, flood, or windstorm. The insurance shall also provide coverage for ensuing loss or resulting damage from error, omission, or deficiency in construction methods, design, specifications, workmanship, or materials. Sub-limits, if any, are as follows:
(Indicate below the cause of loss and any applicable sub-limit.)

Causes of Loss	Sub-Limit

§ A.2.3.1.2 Specific Required Coverages. The insurance required by this Section A.2.3.1 shall provide coverage for loss or damage to falsework and other temporary structures, and to building systems from testing and startup. The insurance shall also cover debris removal, including demolition occasioned by enforcement of any applicable legal requirements, and reasonable compensation for the Architect's and Contractor's services and expenses required as a result of such insured loss, including claim preparation expenses. Sub-limits, if any, are as follows:
(Indicate below type of coverage and any applicable sub-limit for specific required coverages.)

Coverage	Sub-Limit

§ A.2.3.1.3 Unless the parties agree otherwise, upon Substantial Completion, the Owner shall continue the insurance required by Section A.2.3.1 or, if necessary, replace the insurance policy required under Section A.2.3.1 with property insurance written for the total value of the Project that shall remain in effect until expiration of the period for correction of the Work set forth in Section 12.2.2 of the General Conditions.

§ A.2.3.1.4 Deductibles and Self-Insured Retentions. If the insurance required by this Section A.2.3 is subject to deductibles or self-insured retentions, the Owner shall be responsible for all loss not covered because of such deductibles or retentions.

§ A.2.3.2 Occupancy or Use Prior to Substantial Completion. The Owner's partial occupancy or use in accordance with Section 9.9 shall not commence until the insurance company or companies providing property insurance have consented to such partial occupancy or use by endorsement or otherwise. The Owner and the Contractor shall take reasonable steps to obtain consent of the insurance company or companies and shall, without mutual written consent, take no action with respect to partial occupancy or use that would cause cancellation, lapse, or reduction of insurance.

§ A.2.3.3 Insurance for Existing Structures

If the Work involves remodeling an existing structure or constructing an addition to an existing structure, the Owner shall purchase and maintain, until the expiration of the period for correction of Work as set forth in Section 12.2.2 of the General Conditions, "all-risks" property insurance, on a replacement cost basis, protecting the existing structure against direct physical loss or damage from the causes of loss identified in Section A.2.3.1, notwithstanding the undertaking of the Work. The Owner shall be responsible for all co-insurance penalties.

§ A.2.4 Optional Extended Property Insurance.

§ A.2.4.1 Boiler and Machinery Insurance

The Owner shall purchase and maintain boiler and machinery insurance required by the Contract Documents or by law, which shall specifically cover such insured objects during installation and until final acceptance by the Owner; this

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insurance shall include interests of the Owner, Contractor, Subcontractors and Sub-subcontractors in the Work, and the Owner and Contractor shall be named insureds.

§ A.2.4.2 If the Contractor requests in writing that insurance for risks other than those described herein or other special causes of loss be included in the property insurance policy, the Owner shall, if possible, include such insurance, and the cost thereof shall be charged to the Contractor by appropriate Change Order.

§ A.2.4.3 Before an exposure to loss may occur, the Owner shall file with the Contractor a copy of each policy that includes insurance coverages required by this Section 11.3. Each policy shall contain all generally applicable conditions, definitions, exclusions and endorsements related to this Project. Each policy shall contain a provision that the policy will not be canceled or allowed to expire, and that its limits will not be reduced, until at least 30 days' prior written notice has been given to the Contractor.

§ A.2.4.4 The Owner shall purchase and maintain the insurance selected and described below.
(Select the types of insurance the Owner is required to purchase and maintain by placing an X in the box(es) next to the description(s) of selected insurance. For each type of insurance selected, indicate applicable limits of coverage or other conditions in the fill point below the selected item.)

[ ] **§ A.2.4.4.1 Loss of Use, Business Interruption, and Delay in Completion Insurance,** to reimburse the Owner for loss of use of the Owner's property, or the inability to conduct normal operations due to a covered cause of loss.

[ ] **§ A.2.4.4.2 Ordinance or Law Insurance,** for the reasonable and necessary costs to satisfy the minimum requirements of the enforcement of any law or ordinance regulating the demolition, construction, repair, replacement or use of the Project.

[ ] **§ A.2.4.4.3 Expediting Cost Insurance,** for the reasonable and necessary costs for the temporary repair of damage to insured property, and to expedite the permanent repair or replacement of the damaged property.

[ ] **§ A.2.4.4.4 Extra Expense Insurance,** to provide reimbursement of the reasonable and necessary excess costs incurred during the period of restoration or repair of the damaged property that are over and above the total costs that would normally have been incurred during the same period of time had no loss or damage occurred.

[ ] **§ A.2.4.4.5 Civil Authority Insurance.** for losses or costs arising from an order of a civil authority prohibiting access to the Project, provided such order is the direct result of physical damage covered under the required property insurance.

[ ] **§ A.2.4.4.6 Ingress/Egress Insurance,** for loss due to the necessary interruption of the insured's business due to physical prevention of ingress to, or egress from, the Project as a direct result of physical damage.

[ ] **§ A.2.4.4.7 Soft Costs Insurance,** to reimburse the Owner for costs due to the delay of completion of the Work, arising out of physical loss or damage covered by the required property insurance: including

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construction loan fees; leasing and marketing expenses; additional fees, including those of architects, engineers, consultants, attorneys and accountants, needed for the completion of the construction, repairs, or reconstruction; and carrying costs such as property taxes, building permits, additional interest on loans, realty taxes, and insurance premiums over and above normal expenses.

[ ] **§ A.2.4.4.8 Start-Up and Testing**, for loss due to the interruption of the insured's business due to physical prevention of ingress to, or egress from, the Project as a direct result of physical damage.

§ A.2.5 Other Optional Insurance.
The Owner shall purchase and maintain the insurance selected below.
(Select the types of insurance the Owner is required to purchase and maintain by placing an X in the box(es) next to the description(s) of selected insurance.)

[ ] **§ A.2.5.1 Cyber Security Insurance** for loss to the Owner due to data security and privacy breach, including costs of investigating a potential or actual breach of confidential or private information.
(Indicate applicable limits of coverage or other conditions in the fill point below.)

[ ] **§ A.2.5.2 Other Insurance**
(List below any other insurance coverage to be provided by the Owner and any applicable limits.)

Coverage	Limits

ARTICLE A.3 CONTRACTOR'S INSURANCE AND BONDS

§ A.3.1 General

§ A.3.1.1 Certificates of Insurance. The Contractor shall provide certificates of insurance acceptable to the Owner evidencing compliance with the requirements in this Article A.3 at the following times: (1) prior to commencement of the Work; (2) upon renewal or replacement of each required policy of insurance; and (3) upon the Owner's written request. An additional certificate evidencing continuation of commercial liability coverage, including coverage for completed operations, shall be submitted with the final Application for Payment and thereafter upon renewal or replacement of such coverage until the expiration of the periods required by Section A.3.2.1 and Section A.3.3.1. The certificates will show the Owner as an additional insured on the Contractor's Commercial General Liability and excess or umbrella liability policy or policies.

§ A.3.1.2 Deductibles and Self-Insured Retentions. The Contractor shall disclose to the Owner any deductible or self-insured retentions applicable to any insurance required to be provided by the Contractor.

§ A.3.1.3 Additional Insured Obligations. To the fullest extent permitted by law, the Contractor shall cause the commercial general liability coverage to include (1) the Owner, the Architect, and the Architect's consultants as additional insureds for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's operations; and (2) the Owner as an additional insured for claims caused in whole or in part by the Contractor's negligent acts or omissions for which loss occurs during completed operations. The additional insured coverage shall be primary and non-contributory to any of the Owner's general liability insurance policies and shall apply to both ongoing and completed operations. To the extent commercially available, the additional insured coverage shall be no less than that provided by Insurance Services Office, Inc. (ISO) forms CG 20 10 07 04, CG 20 37 07 04, and, with respect to the Architect and the Architect's consultants, CG 20 32 07 04.

§ A.3.2 Contractor's Required Insurance Coverage

§ A.3.2.1 The Contractor shall purchase and maintain the following types and limits of insurance from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located. The Contractor shall maintain the required insurance until the expiration of the period for correction of Work as set forth in Section 12.2.2 of the General Conditions, unless a different duration is stated below:
(If the Contractor is required to maintain insurance for a duration other than the expiration of the period for correction

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of Work, state the duration.)

§ A.3.2.1.1 Insurance required shall be written for limits specified or required by law, whichever is greater. Coverage, whether written on an occurrence or claims made basis, shall be maintained without interruption from the date of commencement of the Work until date of final payment and termination of any coverage required to be maintained after final payment and, with respect to Contractor's completed operations coverage, until the expiration of the period for correction of Work or for such other period for maintenance of completed operations coverage as specified in the Contract Documents.

§ A.3.2.1.2 Certificates of Insurance: File Certificates of Insurance with the Prime Contractor prior to commencement of work, indicating that all insurance required by this Article is in force; such certificates to be prepared on ACORD or CICC forms. Certificates of insurance acceptable to the Owner shall be filed with the Owner prior to commencement of the Work and thereafter upon renewal or replacement of each required policy of insurance. These certificates and the insurance policies required by this Section shall contain a provision that coverages afforded under the policies will not be canceled or allowed to expire until at least 30 days prior written notice has been given to the Owner. An additional certificate evidencing continuation of liability coverage, including coverage for completed operations, shall be submitted with the final Application for Payment as required by Section 9.10.2 and thereafter upon renewal or replacement of such coverage until the expiration of the time required by Section 11.1.4. Information concerning reduction of coverage on account of revised limits or claims paid under the General Aggregate, or both, shall be furnished by the Contractor with reasonable promptness.

§ A.3.2.1.3 If multiple prime contracts are being bid, each Prime Contractor shall include in their bid the premium on an amount equal to 100% of their bid plus all add alternates, plus 50% of this amount for other contracts including the portion of the Architect's fee in connection with any loss. The Contractor amount shall be adjusted for the difference between the premium on this estimated amount and the actual amount.

§ A.3.2.2 Commercial General Liability

§ A.3.2.2.1 Commercial General Liability insurance for the Project written on an occurrence form with policy limits of not less than One Million Dollars ($ 1,000,000) each occurrence, Two Million Dollars ($ 2,000,000) general aggregate, and Two Million Dollars ($ 2,000,000) aggregate for products-completed operations hazard, providing coverage for claims including

- .1 damages because of bodily injury, sickness or disease, including occupational sickness or disease, and death of any person;
- .2 personal injury and advertising injury;
- .3 damages because of physical damage to or destruction of tangible property, including the loss of use of such property;
- .4 bodily injury or property damage arising out of completed operations; and
- .5 the Contractor's indemnity obligations under Section 3.18 of the General Conditions.
- .6 operations of the Contractor;
- .7 operations of the Subcontractor (Contingent Liability);
- .8 Products/Completed Operations (to be carried for one (1) year after final completion;
- .9 Personal Injury including employees related claims;
- .10 Employees as additional insured;
- .11 Broad Form Property Damage including but not limited to hazards of explosion, collapse and underground; and
- .12 Contractual Liability.

§ A.3.2.2.2 The Contractor's Commercial General Liability policy under this Section A.3.2.2 shall not contain an exclusion or restriction of coverage for the following:

- .1 Claims by one insured against another insured, if the exclusion or restriction is based solely on the fact that the claimant is an insured, and there would otherwise be coverage for the claim.
- .2 Claims for property damage to the Contractor's Work arising out of the products-completed operations hazard where the damaged Work or the Work out of which the damage arises was performed by a Subcontractor.
- .3 Claims for bodily injury other than to employees of the insured.
- .4 Claims for indemnity under Section 3.18 of the General Conditions arising out of injury to employees of the insured.

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.5 Claims or loss excluded under a prior work endorsement or other similar exclusionary language.
.6 Claims or loss due to physical damage under a prior injury endorsement or similar exclusionary language.
.7 Claims related to residential, multi-family, or other habitational projects, if the Work is to be performed on such a project.
.8 Claims related to roofing, if the Work involves roofing.
.9 Claims related to exterior insulation finish systems (EIFS), synthetic stucco or similar exterior coatings or surfaces, if the Work involves such coatings or surfaces.
.10 Claims related to earth subsidence or movement, where the Work involves such hazards.
.11 Claims related to explosion, collapse and underground hazards, where the Work involves such hazards.

§ A.3.2.3 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Contractor, with policy limits of not less than One Million Dollars ($ 1,000,000) per accident, for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles along with any other statutorily required automobile coverage.

.1 All owned vehicles;
.2 All non-owned vehicles; and
.3 All hired vehicles.

§ A.3.2.4 The Contractor may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella insurance policies result in the same or greater coverage as the coverages required under Section A.3.2.2 and A.3.2.3, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

.1 $1,000,000 each claim;
.2 $2,000,000 annual aggregate; and
.3 Umbrella Liability shall provide excess limits over and above Commercial General Liability, Employers Liability, and Comprehensive Automobile Liability limits stated in this Article.

§ A.3.2.5 Workers' Compensation at statutory limits.

§ A.3.2.6 Employers' Liability with policy limits not less than One Million Dollars ($ 1,000,000) each accident, One Million Dollars ($ 1,000,000) each employee, and One Million Dollars ($ 1,000,000) policy limit.

§ A.3.2.7 Jones Act, and the Longshore & Harbor Workers' Compensation Act, as required, if the Work involves hazards arising from work on or near navigable waterways, including vessels and docks

§ A.3.2.8 If the Contractor is required to furnish professional services as part of the Work, the Contractor shall procure Professional Liability insurance covering performance of the professional services, with policy limits of not less than ($) per claim and ($) in the aggregate.

§ A.3.2.9 If the Work involves the transport, dissemination, use, or release of pollutants, the Contractor shall procure Pollution Liability insurance, with policy limits of not less than ($) per claim and ($) in the aggregate.

§ A.3.2.10 Coverage under Sections A.3.2.8 and A.3.2.9 may be procured through a Combined Professional Liability and Pollution Liability insurance policy, with combined policy limits of not less than ($) per claim and ($) in the aggregate.

§ A.3.2.11 Insurance for maritime liability risks associated with the operation of a vessel, if the Work requires such activities, with policy limits of not less than ($) per claim and ($) in the aggregate.

§ A.3.2.12 Insurance for the use or operation of manned or unmanned aircraft, if the Work requires such activities, with policy limits of not less than ($) per claim and ($) in the aggregate.

§ A.3.3 Contractor's Other Insurance Coverage

§ A.3.3.1 Insurance selected and described in this Section A.3.3 shall be purchased from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located. The

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Contractor shall maintain the required insurance until the expiration of the period for correction of Work as set forth in Section 12.2.2 of the General Conditions, unless a different duration is stated below:
(If the Contractor is required to maintain any of the types of insurance selected below for a duration other than the expiration of the period for correction of Work, state the duration.)

§ A.3.3.2 The Contractor shall purchase and maintain the following types and limits of insurance in accordance with Section A.3.3.1.
(Select the types of insurance the Contractor is required to purchase and maintain by placing an X in the box(es) next to the description(s) of selected insurance. Where policy limits are provided, include the policy limit in the appropriate fill point.)

[X] **§ A.3.3.2.1** Property insurance of the same type and scope satisfying the requirements identified in Section A.2.3, which, if selected in this section A.3.3.2.1, relieves the Owner of the responsibility to purchase and maintain such insurance except insurance required by Section A.2.3.1.3 and Section A.2.3.3. The Contractor shall comply with all obligations of the Owner under Section A.2.3 except to the extent provided below. The Contractor shall disclose to the Owner the amount of any deductible, and the Owner shall be responsible for losses within the deductible. Upon request, the Contractor shall provide the Owner with a copy of the property insurance policy or policies required. The Owner shall adjust and settle the loss with the insurer and be the trustee of the proceeds of the property insurance in accordance with Article 11 of the General Conditions unless otherwise set forth below:
(Where the Contractor's obligation to provide property insurance differs from the Owner's obligations as described under Section A.2.3, indicate such differences in the space below. Additionally, if a party other than the Owner will be responsible for adjusting and settling a loss with the insurer and acting as the trustee of the proceeds of property insurance in accordance with Article 11 of the General Conditions, indicate the responsible party below.)

[ ] **§ A.3.3.2.2 Railroad Protective Liability Insurance**, with policy limits of not less than ($) per claim and ($) in the aggregate, for Work within fifty (50) feet of railroad property.

[ ] **§ A.3.3.2.3 Asbestos Abatement Liability Insurance**, with policy limits of not less than ($) per claim and ($) in the aggregate, for liability arising from the encapsulation, removal, handling, storage, transportation, and disposal of asbestos-containing materials.

[X] **§ A.3.3.2.4** Insurance for physical damage to property while it is in storage and in transit to the construction site on an "all-risks" completed value form.

[X] **§ A.3.3.2.5** Property insurance on an "all-risks" completed value form, covering property owned by the Contractor and used on the Project, including scaffolding and other equipment.

[ ] **§ A.3.3.2.6 Other Insurance**
(List below any other insurance coverage to be provided by the Contractor and any applicable limits.)

Coverage	Limits
Builder's risk "all-risks"	Dollar value of the "work".

§ A.3.4 Performance Bond and Payment Bond
The Contractor shall provide surety bonds, from a company or companies lawfully authorized to issue surety bonds in the jurisdiction where the Project is located, as follows:
(Specify type and penal sum of bonds.)

Type	Penal Sum ($0.00)
Payment Bond	100% of Contract Sum
Performance Bond	100% of Contract Sum

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Payment and Performance Bonds shall be AIA Document A312™, Payment Bond and Performance Bond, or contain provisions identical to AIA Document A312™, current as of the date of this Agreement.

§ A.3.4.1 Upon request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the Contract, the Contractor shall promptly furnish a copy of the bonds or shall authorize a copy to be furnished.

§ A.3.4.2 The Contractor shall provide and maintain a valid and enforceable bond throughout the life of the Contract and its warranty periods. Any required bond shall be subject to the Owner's approval. Fully executed copies of the bond shall be provide to the Owner and the Architect.

§ A.3.4.3 The minimum requirement for the Owner's approval of the Surety shall be that the Surety is listed by the United States Treasury Department as acceptable for bonding Federal projects and that the bond amount is within the limit set by the Treasury Department as the net limit on any single risk. There shall be no affiliating between the Contractor and the Surety Company, Agent or Agency.

§ A.3.4.4 Unless otherwise required by some other provisions of the Contract Documents for statutory requirements, the bond form shall be the A312 Performance Bond and Payment Bond, amended as set forth below in Subparagraphs A.3.4.4.1 through A.3.4.4.7:

.1 The bond shall be amended to allow suit to be instituted against the Surety within the same time limitation applicable to the Principal as provide by law in the State where the Project is located. The AIA A312 Payment Bond shall be amended under paragraph 4.2 by the addition of the following: ".4 Nothing contained in the Paragraph 4.2 shall bar or otherwise prevent a claimant's suit if it perfects or asserts a valid claim against the Owner otherwise recoverable against this Bond.".

.2 The bond shall guarantee the Contractor will perform each and every part of the Contract, cover all guarantees called for and insure prompt payment to all persons furnishing material or labor required in prosecution of the Work under the Contract. In the event of additions to the Contract the Owner reserves the right to require evidence of additional bonding.

.3 The Bond shall:

a. Provide for additions or deductions from the Work in any amount without consent of Surety:

b. Provide that the completion time shall not be extended by reason or alterations, additions, omissions or changes in the Work, unless agreed to at the time of the change:

c. Provide that no notice of the aforesaid alterations, addition, changes or omissions need be given to the Surety: and

d. Permit occupancy by the Owner at any time.

.4 Final acceptance of the Work shall relieve neither the Contractor nor the Surety from their obligations under this Contract or under the bond, including, without limitation, their obligations regarding warranties of materials, equipment, installation or service.

.5 The bond shall be subject to the terms of the Contract Documents, including the General Conditions, and such terms shall take precedence over any contrary provision of the text of the bond itself.

.6 The Surety specifically consents to the dispute resolution process set forth in these A201 General Conditions.

.7 If the bond is for a public project, the bond shall be subject to any statutory requirements relating to bonds on public projects in effect in the jurisdictions where the Project is located.

ARTICLE A.4 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Insurance and Bonds Exhibit, if any, are as follows:

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Fargodome Relighting and Signage

Exhibit B

SHEET INDEX

NO		SHEET NAME	REVISION DATE	REVISION DESCRIPTION
T1	R2	TITLE SHEET	24 AUG 2026	ADDENDUM #2
ARCHITECTURAL				
A0.1		FIELD LEVEL DEMOLITION PLAN - A		
A0.2	R1	FIELD LEVEL DEMOLITION PLAN - C 1	19 AUG 2026	ADDENDUM #1
A0.3		CONCOURSE DEMOLITION PLAN - A		
A0.4		CONCOURSE DEMOLITION PLAN - B		
A0.5		CONCOURSE DEMOLITION PLAN - C		
A0.6	R1	CONCOURSE DEMOLITION PLAN - D	19 AUG 2026	ADDENDUM #1
A0.7	R1	CONCOURSE DEMOLITION REFLECTED CEILING PLAN - A	19 AUG 2026	ADDENDUM #1
A0.8	R1	CONCOURSE DEMOLITION REFLECTED CEILING PLAN - B	19 AUG 2026	ADDENDUM #1
A0.9	R1	CONCOURSE DEMOLITION REFLECTED CEILING PLAN - C	19 AUG 2026	ADDENDUM #1
A0.10		CONCOURSE DEMOLITION REFLECTED CEILING PLAN - D		
A0.11		MEZZANINE AND PRESSS BOX DEMOLITION PLANS		
A5.1		FIELD LEVEL SIGNAGE PLAN - A		
A5.2		FIELD LEVEL SIGNAGE PLAN - C		
A5.3	R1	CONCOURSE SIGNAGE PLAN - A	19 AUG 2026	ADDENDUM #1
A5.4	R1	CONCOURSE SIGNAGE PLAN - B	19 AUG 2026	ADDENDUM #1
A5.5	R1	CONCOURSE SIGNAGE PLAN - C	19 AUG 2026	ADDENDUM #1
A5.6	R1	CONCOURSE SIGNAGE PLAN - D	19 AUG 2026	ADDENDUM #1
A5.7	R2	CONCOURSE SIGNAGE REFLECTED CEILING PLAN - A	24 AUG 2026	ADDENDUM #2
A5.8	R1	CONCOURSE SIGNAGE REFLECTED CEILING PLAN - B	19 AUG 2026	ADDENDUM #1
A5.9	R2	CONCOURSE SIGNAGE REFLECTED CEILING PLAN - C	24 AUG 2026	ADDENDUM #2
A5.10	R1	CONCOURSE SIGNAGE REFLECTED CEILING PLAN - D	19 AUG 2026	ADDENDUM #1
A5.11		MEZZANINE AND PRESS BOX SIGNAGE PLANS		
A5.12	R1	SIGNAGE TYPES	19 AUG 2026	ADDENDUM #1
A5.13	R1	SIGNAGE TYPES	19 AUG 2026	ADDENDUM #1
A5.13A	R1	SIGNAGE TYPES	24 AUG 2026	ADDENDUM #2
A5.14	R1	PAINT AND SIGNAGE ELEVATIONS	19 AUG 2026	ADDENDUM #1
ELECTRICAL				
E1.0	R1	ELECTRICAL TITLE SHEET - CONCOURSE	19 AUG 2026	ADDENDUM #1
E1.1		CONCOURSE LEVEL - DEMOLITION PLAN - OVERALL		
E1.1A	R1	CONCOURSE LEVEL - DEMOLITION PLAN - AREA A	19 AUG 2026	ADDENDUM #1
E1.1B	R1	CONCOURSE LEVEL - DEMOLITION PLAN - AREA B	19 AUG 2026	ADDENDUM #1
E1.1C	R1	CONCOURSE LEVEL - DEMOLITION PLAN - AREA C	19 AUG 2026	ADDENDUM #1
E1.1D	R1	CONCOURSE LEVEL - DEMOLITION PLAN - AREA D	19 AUG 2026	ADDENDUM #1
E1.2		CONCOURSE LEVEL - LIGHTING PLAN - OVERALL		
E1.2A	R2	CONCOURSE LEVEL - LIGHTING PLAN - AREA A	24 AUG 2026	ADDENDUM #2
E1.2B	R2	CONCOURSE LEVEL - LIGHTING PLAN - AREA B	24 AUG 2026	ADDENDUM #2
E1.2C	R2	CONCOURSE LEVEL - LIGHTING PLAN - AREA C	24 AUG 2026	ADDENDUM #2
E1.2D	R2	CONCOURSE LEVEL - LIGHTING PLAN - AREA D	24 AUG 2026	ADDENDUM #2
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E1.3A	R2	CONCOURSE LEVEL - ELECTRICAL PLAN - AREA A	24 AUG 2026	ADDENDUM #2
E1.3B	R2	CONCOURSE LEVEL - ELECTRICAL PLAN - AREA B	24 AUG 2026	ADDENDUM #2
E1.3C	R2	CONCOURSE LEVEL - ELECTRICAL PLAN - AREA C	24 AUG 2026	ADDENDUM #2
E1.3D	R2	CONCOURSE LEVEL - ELECTRICAL PLAN - AREA D	24 AUG 2026	ADDENDUM #2
E1.4	R1	SCHEDULES	19 AUG 2026	ADDENDUM #1
E1.5		DETAILS		
E2.0	R1	ELECTRICAL TITLE SHEET - ARENA	19 AUG 2026	ADDENDUM #1
E2.1		CATWALK LEVEL - DEMOLITION PLAN - OVERALL		
E2.1A		CATWALK LEVEL - DEMOLITION PLAN - AREA A		
E2.1B		CATWALK LEVEL - DEMOLITION PLAN - AREA B		
E2.1C		CATWALK LEVEL - DEMOLITION PLAN - AREA C		
E2.1D		CATWALK LEVEL - DEMOLITION PLAN - AREA D		
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E2.2B	R1	CATWALK LEVEL - LIGHTING & POWER PLAN - AREA B	19 AUG 2026	ADDENDUM #1
E2.2C	R1	CATWALK LEVEL - LIGHTING & POWER PLAN - AREA C	19 AUG 2026	ADDENDUM #1
E2.2D	R1	CATWALK LEVEL - LIGHTING & POWER PLAN - AREA D	19 AUG 2026	ADDENDUM #1
E2.3	R1	LIGHTING & POWER DETAILS	19 AUG 2026	ADDENDUM #1
E2.4		LIGHTING & POWER DETAILS		
E2.5		CATWALK LEVEL - SYSTEMS PLAN - OVERALL		
E2.5A	R1	CATWALK LEVEL - SYSTEMS PLAN - AREA A	19 AUG 2026	ADDENDUM #1
E2.5B	R1	CATWALK LEVEL - SYSTEMS PLAN - AREA B	19 AUG 2026	ADDENDUM #1
E2.5C	R1	CATWALK LEVEL - SYSTEMS PLAN - AREA C	19 AUG 2026	ADDENDUM #1
E2.5D	R1	CATWALK LEVEL - SYSTEMS PLAN - AREA D	19 AUG 2026	ADDENDUM #1
E2.6		SYSTEMS DETAILS		

Fargodome Relighting and Signage
Exhibit C

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

16

TO: Board of Commissioners

FROM: Susan Thompson, Director of Finance

RE: FAHR Staff meeting – Items for Commission Review/Approval

DATE: 10/19/2026

Action Needed: Various Financial Approvals
FAHR endorsed the respective departments' requests for City Commissions approval. Supporting schedules are included.

Approval:

Public Health – Grant Award: No. 810-15190

Public Health – Grant Award: G25.892 CFDA10.557

Public Health – Contract Approval: AdShark (EX26291)

Fire – New FTE

Award & Budget Adjustments:

Engineering – ND One Call

Public Health – G25.879 Grant Award from NDDHHS

FARGO CASS PUBLIC HEALTH
ADMINISTRATION
1240 25th Street South
Fargo, ND 58103-2367
Phone 701.241.1360
FargoCassPublicHealth.com

MEMORANDUM

TO: BOARD OF CITY COMMISSIONERS

FROM: JENN FAUL
DIRECTOR OF PUBLIC HEALTH

DATE: OCTOBER 14, 2026

RE: PURCHASE OF SERVICE AGREEMENT WITH ND DEPARTMENT OF HEALTH AND HUMAN SERVICES, BEHAVIORAL HEALTH DIVISION FOR SUBSTANCE ABUSE PREVENTION ACTIVITIES.
NO: 810-15190
FUNDS: UP TO $150,000
EXPIRES: SEPTEMBER 30, 2029

The attached agreement with ND Department of Health and Human Services, Behavioral Health Division is for substance abuse prevention activities including reviewing community data regarding underage drinking and adult binge drinking.

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

Suggested Motion:
Move to approve this purchase of service agreement with ND Department of Health and Human Services, Behavioral Health Division.

JF/lls
Attachment

CONTRACT #810-15190

PURCHASE OF SERVICE AGREEMENT

The state of North Dakota, acting through its North Dakota Department of Health and Human Services, Behavioral Health Division (State), has determined the services identified in the Scope of Service paragraph below should be purchased.

City of Fargo (Vendor), 1240 25th St S, Fargo, ND 58103, proposes to provide those services.

State and Vendor therefore enter into the following:

1. TERM OF THE AGREEMENT

This Agreement runs from October 1, 2026, through September 30, 2029. This Agreement will not automatically renew.

2. SCOPE OF SERVICE

Vendor shall submit monthly reports on or before the 10th of each month to State using the designated reporting method provided by State. Vendor shall collaborate with existing substance abuse prevention organizations and programs in order to maximize benefit, avoid duplication and leverage, redirect and realign resources. Vendor shall participate in required Training and Technical Assistance (T/TA) opportunities provided by State, to include trainings and onsite TA visits. Vendor shall participate in quarterly meetings with the requirement of presenting accomplishments and activities. Vendor shall ensure at least one individual working under this Agreement has completed the Substance Abuse Prevention Skills Training (SAPST), a training offered by State, within the last five years. Vendor shall not use funds for substance abuse treatment or recovery services and shall follow SAMHSA funding restrictions, provided by State.

ASSESSMENT PHASE (October 1, 2026 – November 30, 2026): Vendor shall develop and submit written assessment and plan to State for approval by November 30, 2026, to include: Review community data available describing substance use and consequences, following the state-level data priorities; underage drinking, adult binge drinking, or other, as identified by data. Identify, review, and assess data related to intervening variables and local conditions. This data will serve as a baseline assessment and be re-assessed during the Evaluation Phase. Identify a community coalition or workgroup to serve as the local advisory/work group to the community's prevention work.

PLANNING PHASE (December 1, 2026 – December 31, 2026): Vendor shall develop and submit written strategic plan, to include a logic model, to State for approval by December 31, 2026, to include: Identify one primary strategy linked to the local condition, and multiple activities (following CADCA's Seven Strategies for Community Change) to work towards an environmental change. Vendor shall utilize the Activity Implementation Guide, which is made a part of this Agreement as Attachment A, as guidance.

IMPLEMENTATION PHASE (January 1, 2027 – July 31, 2029): Vendor shall implement activities identified in the Assessment and Planning Phases. Implement evidence-based activities and strategies following the guidelines in Attachment A. Vendor shall collect process measures to monitor implementation and modify strategy and activity implementation as needed. Vendor shall implement a minimum of three activities monthly as outlined in the Parents Lead Community Toolkit to support general prevention efforts and increase readiness.

EVALUATION PHASE (August 1, 2029 – September 30, 2029): Vendor shall complete an evaluation of the local condition assessed during the Assessment Phase and submit to State by September 30, 2029, to include the following: detailed summary of progress made for the implemented strategy utilizing pre- and post- assessment data collected, clear summary of process measures (total people reached, number of resources disseminated, etc.), outcome measures based on identified priority areas, identification of communication points to share with local stakeholders, identified barriers to implementation for activities and possible solutions, and plans for sustaining outcomes.

3. COMPENSATION

State, upon receipt and approval of SFN 1763 Request for Reimbursement, monthly report, and required Agreement deliverables met to date, shall pay Vendor monthly payments. During the Assessment and Planning phases, no more than $5,000 will be reimbursed per month for completion of the Assessment and Planning-specific activities, and no more than $2,000 will be reimbursed per month for completion of previously sustained prevention activities in Attachment A. No more than $6,500 will be reimbursed per month during the Implementation Phase based upon the completion of activities in Attachment A. During the Evaluation Phase, no more than $5,000 will be reimbursed per month for completion of the Evaluation activities, and no more than $2,000 will be reimbursed per month for completion of continued activities in Attachment A. Total payment under this Agreement may not exceed $50,000 per year, or $150,000 throughout the Term of the Agreement. Vendor shall submit its request for reimbursement to State monthly. Vendor shall submit its final payment request to State no later than 30 days after the expiration or termination of this Agreement.

4. TERMINATION

a. Termination by Mutual Agreement or Notice

This Agreement may be terminated at any time by mutual consent of both parties executed in writing, or upon 30-days' written notice by either party, with or without cause.

b. Early Termination in the Public Interest

State is entering into this Agreement for the purpose of carrying out the public policy of the state of North Dakota, as determined by its Governor, Legislative Assembly, and Courts. If this Agreement ceases to further the public policy of the state of North Dakota, State, in its sole discretion, by written notice to Vendor, may terminate this Agreement in whole or in part.

c. Termination for Lack of Funding or Authority

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

1) If funding from federal, state, or other sources is not obtained and continued at levels sufficient to allow for purchase of the services or supplies in the indicated quantities or term.

2) If federal or state laws or rules are modified or interpreted in a way that the services are no longer allowable or appropriate for purchase under this Agreement or are no longer eligible for the funding proposed for payments authorized by this Agreement.

3) If any license, permit, or certificate required by law or rule, or by the terms of this Agreement, is for any reason denied, revoked, suspended, or not renewed.

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

d. Termination for Cause

State may terminate this Agreement effective upon delivery of written notice to Vendor, or any later date stated in the notice:

1) If Vendor fails to provide services required by this Agreement within the time specified or any extension agreed to by State; or

2) If Vendor fails to perform any of the other provisions of this Agreement, or so fails to pursue the work as to endanger performance of this Agreement in accordance with its terms.

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

5. NONPERFORMANCE

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

6. FORCE MAJEURE

Neither party shall be held responsible for delay or default caused by fire, flood, riot, terrorism, pandemics, acts of God, or war if the event is beyond the party's reasonable control, and the affected party gives notice to the other party immediately upon occurrence of the event that caused, or is reasonably expected to cause, the delay or default.

7. VENDOR'S UNDERSTANDING OF TERM OF FUNDING

Vendor understands that this Agreement is a one-time agreement, and acknowledges that it has received no assurances that this Agreement may be extended beyond its expiration date.

8. VENDOR ASSURANCES

This Agreement will be construed according to the laws of the state of North Dakota. In connection with furnishing supplies or performing work under this Agreement, persons who contract with or receive funds to provide services to State are obligated and agree to comply with all local, state, and federal laws, regulations, and executive orders related to the performance of this Agreement, including the following: Fair Labor Standards Act, Equal Pay Act of 1963, Titles VI and VII of the Civil Rights Act of 1964, the Age Discrimination in Employment Act of 1967, the North Dakota Human Rights Act, the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment, and Rehabilitation Act of 1970, the Drug Abuse Prevention, Treatment, and Rehabilitation Act of 1970, Section 504 of the Rehabilitation Act of 1973, the Age Discrimination Act of 1975, the Drug-Free Workplace Act of 1988, the Americans with Disabilities Act of 1990, Alcohol, Drug Abuse, and Mental Health Administration Reorganization Act of 1992, the Pro-Children Act of 1994, Title IX of the Education Amendments of 1972, and Section 1557 of the Affordable Care Act.

By signing this Agreement Vendor certifies that neither Vendor, Subcontractor, nor their principals are presently debarred, declared ineligible, or voluntarily excluded from participation in transactions with the state or federal government by any department or agency of the state or federal government.

Vendor must be an approved vendor with the Office of Management and Budget within the state of North Dakota as required by North Dakota Century Code § 54-44.4-09.

9. AUTHORITY TO CONTRACT

Vendor may subcontract with qualified vendors of services, provided that any subcontract acknowledges the binding nature of this Agreement, and incorporates this Agreement, together with its attachments, as appropriate. Vendor is solely responsible for the performance of any subcontractor. Vendor may not contract for or on behalf of or incur obligations on behalf of State. Vendor may not assign or otherwise transfer or delegate any right or duty without State's express written consent.

10. INDEPENDENT ENTITY

Vendor is an independent entity under this Agreement. Vendor, its employees, agents, or representatives are not employees of State for any purpose, including the application of the Social Security Act, the Fair Labor Standards Act, the Federal Insurance Contribution Act, the Federal Unemployment Act, the North Dakota Unemployment Compensation Law, and the North Dakota Workforce Safety and Insurance Act. No part of this Agreement may be construed to represent the creation of an employer/employee relationship between State and Vendor. Vendor retains sole and absolute discretion in the manner and means of carrying out Vendor's activities and responsibilities under this Agreement, except to the extent specified in this Agreement.

11. INDEMNITY

State and Vendor each agree to assume their own liability for any and all claims of any nature, including all costs, expenses, and attorneys' fees which may in any manner result from or arise out of this Agreement.

12. INSURANCE

a. Vendor shall provide certificate of insurance and any endorsements to State electronically via to:

Name: Kyle J. Nelson
Email Address: kylnelson@nd.gov
Email Subject Line: Certificate of Insurance – 810-15190

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

1) Commercial general liability, including premises or operations, contractual, and products or completed operations coverages (if applicable), with minimum liability limits of $2,000,000 per occurrence.
2) Automobile liability, including Owned (if any), Hired, and Non-Owned automobiles, with minimum liability limits of $500,000 per person and $2,000,000 per occurrence.
3) Workers' compensation coverage meeting all statutory requirements.

c. The insurance coverages listed above must meet the following additional requirements:

1) This insurance may be in policy or policies of insurance, primary and excess, including the so-called umbrella or catastrophe form and must be placed with insurers rated "A-" or better by A.M. Best Company, Inc., provided any excess policy follows form for coverage. Less than an "A-" rating must be approved by the State. The policies shall be in form and terms approved by the State.

2) Vendor shall furnish a certificate of insurance to the undersigned State representative prior to commencement of this Agreement.
3) Failure to provide insurance as required in this Agreement is a material breach of contract entitling State to terminate this Agreement immediately.
4) Vendor shall provide at least 30-day notice of any cancellation or material change to the policies or endorsements. An updated, current certificate of insurance shall be provided in the event of any change to a policy.

13. NOTICE

Any notice or other communication required under this Agreement must be given by registered or certified mail and is complete on the date mailed when addressed to the parties at the following addresses:

City of Fargo
1240 25th St S
Fargo, ND 58103

OR

ND Department of Health and Human Services
Behavioral Health Division
600 E Boulevard Ave, Dept. 325
Bismarck, ND 58505-0250

Notice provided under this provision does not meet the notice requirements for monetary claims against State found at North Dakota Century Code § 32-12.2-04.

14. INTEGRATION, MODIFICATION, AND CONFLICT IN DOCUMENTS

This Agreement constitutes the entire Agreement between Vendor and State. There are no understandings, agreements, or representations, oral or written, not specified within this Agreement. No alteration, amendment, or modification of this Agreement is effective unless it is reduced to writing, signed by the parties, and attached to the Agreement.

All terms and conditions contained in any end user agreements (e.g., automated click-throughs, shrink wrap, or browse wrap) are specifically excluded and null and void, and shall not alter the terms of this Agreement. Clicking shall not represent acknowledgement or agreement to any terms or conditions contained in those agreements.

If any inconsistency exists between this Agreement and other provisions of collateral contractual agreements, which are made a part of this Agreement by reference or otherwise, the provisions of this Agreement control.

15. SEVERABILITY

If any term of this Agreement is declared by a court having jurisdiction to be illegal or unenforceable, the validity of the remaining terms will not be affected and, if possible, the rights and obligations of the parties are to be construed and enforced as if the Agreement does not contain the illegal or unenforceable term.

16. APPLICABLE LAW AND VENUE

This Agreement is governed by and construed according to the laws of the state of North Dakota. Any action to enforce this Agreement must be adjudicated exclusively in the state District Court of Burleigh County, North Dakota. Each party consents to the exclusive jurisdiction of such court and waives any claim of lack of jurisdiction or *forum non conveniens*.

17. ASSIGNMENT

Vendor may not assign this Agreement without State's express written consent, provided, however, that Vendor may assign its rights and obligations hereunder in the event of a change of control or sale of all or substantially all of its assets related to this Agreement, whether by merger, reorganization, operation of law, or otherwise. Should the assignee be a business or entity with whom State is prohibited from conducting business, State shall have the right to terminate without cause. This Agreement is equally binding on the respective parties and their successors and assigns.

18. SPOLIATION – PRESERVATION OF EVIDENCE

Vendor shall promptly notify State of all potential claims that arise or result from this Agreement. Vendor shall also take all reasonable steps to preserve all physical evidence and information that may be relevant to the circumstances surrounding a potential claim, while maintaining public safety, and grants to State the opportunity to review and inspect the evidence, including the scene of an accident.

19. WORKS FOR HIRE

Vendor acknowledges that all work(s) under this Agreement is "work(s) for hire" within the meaning of the United States Copyright Act (Title 17 United States Code) and hereby assigns to State all rights and interests Vendor may have in the work(s) it prepares under this Agreement, including any right to derivative use of the work(s). All software and related materials developed by Vendor in performance of this Agreement for State shall be the sole property of State, and Vendor hereby assigns and transfers all its right, title, and interest therein to State. Vendor shall execute all necessary documents to enable State to protect State's intellectual property rights under this section.

20. WORK PRODUCT, EQUIPMENT, AND MATERIALS

All work product, equipment, and materials created for State or purchased by State under this Agreement belong to State and must be delivered to State at State's request upon expiration or termination of this Agreement.

21. CONFIDENTIAL INFORMATION

Vendor shall not use or disclose any information it receives from State under this Agreement that State has previously identified as confidential or exempt from mandatory public disclosure except as necessary to carry out the purposes of this Agreement or as authorized in advance by State. State shall not disclose any information it receives from Vendor that Vendor has previously identified as confidential and that State determines, in its sole discretion, is protected from mandatory public disclosure under a specific exception to the North Dakota open records law found in North Dakota Century Code chapter 44-04. The duty of State and Vendor to maintain confidentiality of information under this section continues beyond the term of this Agreement, including any extensions or renewals.

22. COMPLIANCE WITH PUBLIC RECORDS LAWS

Vendor understands that, in accordance with this Agreement's Confidential Information section, State must disclose to the public upon request any records it receives from Vendor. Vendor further understands that any records obtained or generated by Vendor under this Agreement, except for records that are confidential under this Agreement, may, under certain circumstances, be open to the public upon request under certain circumstances under the North Dakota open records law. Vendor agrees to contact State immediately upon receiving a request for information under the open records law and to comply with State's instructions on how to respond to the request.

23. UNANTICIPATED AMENDMENTS

If additional work is required within the scope of this Agreement due to a legitimate unforeseen circumstance, State shall provide Vendor a written description of the additional work and request Vendor to submit a proposal for accomplishing the scope of work. Vendor will not commence additional work until all parties agree in writing.

24. ATTORNEY FEES

If a lawsuit is filed by State to obtain performance due under this Agreement, and State is the prevailing party, Vendor shall pay State's reasonable attorney fees and costs in connection with the lawsuit, except when prohibited by North Dakota Century Code § 28-26-04.

25. ALTERNATIVE DISPUTE RESOLUTION – JURY TRIAL

State does not agree to any form of binding arbitration, mediation, or other forms of mandatory alternative dispute resolution. The parties may enforce their rights and remedies in judicial proceedings. State does not waive any right to a jury trial.

26. NONDISCRIMINATION AND COMPLIANCE WITH LAWS

Vendor shall comply with all applicable federal and state laws, rules, and policies, including those relating to nondiscrimination, accessibility and civil rights. (See N.D.C.C. Title 34 – Labor and Employment, specifically N.D.C.C. ch. 34-06.1 Equal Pay for Men and Women.)

Vendor shall timely file all required reports, make required payroll deductions, and timely pay all taxes and premiums owed, including sales and use taxes, unemployment compensation, and workers' compensation premiums. Vendor also shall have and keep current at all times during the term of this Agreement all licenses and permits required by law.

Vendor is prohibited from boycotting Israel for the duration of this Agreement. (See N.D.C.C § 54-44.4-15.) Vendor represents that it does not and will not engage in a boycotting Israel during the term of this Agreement. If State receives evidence that Vendor boycotts Israel, State shall determine whether the company boycotts Israel. The foregoing does not apply to contracts with a total value of less than $100,000 or if Vendor has fewer than ten full-time employees.

Vendor's failure to comply with this section may be deemed a material breach by Vendor entitling State to terminate in accordance with the Termination for Cause section of this Agreement.

27. ACCESS TO BOOKS AND RECORDS

Vendor shall provide State, the federal government, and their duly authorized representatives access to the books, documents, papers, and records of Vendor, which are pertinent to the services provided under this Agreement, for the purpose of making an audit or examination, or for making excerpts and transcripts. All records, regardless of physical form, and the accounting practices and procedures of Vendor relevant to this Agreement are subject to examination by the North Dakota State Auditor, the Auditor's designee, or federal auditors. Vendor shall maintain all of these records for at least three years following completion of this Agreement and be able to provide them at any reasonable time. State, State Auditor, or Auditor's designee shall provide reasonable notice.

CITY OF FARGO

By _____ 10/14/2026
Jenn Faul, Director of Public Health DATE

By _____
Joshua A. Boschee DATE

Its Mayor, City of Fargo

45-6002069
Vendor's Federal Taxpayer Identification Number

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

STATE OF NORTH DAKOTA

NORTH DAKOTA DEPARTMENT OF HEALTH AND HUMAN SERVICES

By_____ _____
DONNA AUKLAND DATE
CHIEF FINANCIAL OFFICER

By_____ _____
KYLE J. NELSON DATE
CONTRACT OFFICER
Approved for form and content

2026 – 2029 Attachment A – Activity Implementation Guide

1. Priority Substance:	
2. Local Condition:	
3. Strategy Being Implemented:	

Parents Lead (up to $1,500/month) Implementation of three required monthly activity listed in Attachment C- Parents Lead Community Toolkit. Please note, Parents Lead activities cannot be counted twice; if an activity is reported under the Parents Lead section of the monthly report, that same activity cannot also be reported under another strategy or activity section of the reporting form.

1. **Information Dissemination (up to $3,500/month)** to support your strategy and policy – educational presentations, workshops or seminars or other presentations of data (e.g., public announcements, brochures, dissemination, billboards, community meetings, forums, web-based communication).
    a. Radio or music streaming service messages for a minimum of 5 ads per month (up to $600/month)
    b. Television or visual streaming service PSAs or advertisements (up to $600/month)
    c. Printed newspaper or magazine ads (up to $600/month)
    d. Digital newsletter or e-mail campaign (up to $400/month)
    e. Digital website or search engine ads (up to $600/month)
    f. Eight customized social media posts/month Posts must include customized messaging relevant to the local audience; reposts must include an added local message or comment. (up to $300/month)
    g. Minimum 10 Posters hung up throughout community (up to $200/month)
    h. Minimum 10 flyers handed out to different locations (up to $200/month)
    i. Presentation to group (up to $400/presentation; maximum $800/month)
    j. Billboard (up to $1000/month)
    k. Handing out brochures (up to $200/month)
    l. Social media live stream (up to $300/video; maximum of $600/month)
    m. Host a Community Forum or Town Hall Meeting (up to $2,000/event; maximum $4,000/year)
    n. Host a booth at a community event (up to $200/event; maximum $400/month)
    o. Meet and share information with key stakeholders (up to $100/meeting; maximum $400/month)
    p. Attend and share information at a coalition meeting (up to $300/meeting; maximum $600/month)
    q. Lead a coalition meeting (up to $400/coalition meeting; maximum $800/month)
    r. Other (preapproved by State)

2. **Enhancing Capacity or Skills (up to $5,000/month)** to support your strategy and policy – workshops, seminars or other activities designed to increase the skills of participants, members and staff needed to achieve population level outcomes (e.g., training, technical assistance, distance learning, strategic planning retreats, curriculum development, etc). All activities under Enhancing Capacity or Skills must align with the outcomes and activities identified in the approved strategic

plan. Capacity/skills-building activities outside the scope of the approved strategic plan will not be reimbursed.

a. Develop and complete Needs Assessment (Up to $5,000 for the month of October 2026)
b. Participate in a webinar specific to building capacity for implementing strategies per the approved strategic plan. (up to $200/webinar; maximum $400/month)
c. Participate in a Virtual training (up to $200/Virtual training; Maximum $400 /month)
d. Host a virtual training or webinar training (up to $500/webinar; maximum of $1,000/month)
e. Attend an in-person or multi day conference specific to building capacity for implementing strategies per the approved strategic plan. (up to $750/day; maximum $4,500/year)
f. Host an in-person or virtual multi-day conference (up to $2,000/day; maximum $6,000/year)
g. Attend in-person training (up to $750/day; maximum $9,000/year)
h. Host a community training (up to $2,000/day; maximum $8,000/year)
i. Host a stakeholder-specific training (up to $500/day; maximum $1,500/month)
j. Collection of data from already existing sources related to the environmental change/strategy being implemented (up to $250/data report collected)
k. Collection of new data which will support the environmental change/strategy (up to $3,000 for collection, analysis, and report/maximum of $6,000 per year)
l. Develop or complete Final Evaluation Report (up to $5,000 for August 2029, up to $5,000 for September 2029l max $10,000 per contract cycle)
m. Other (preapproved by State)

3. **Providing Support (up to $5,000/month)** to help implement your strategy and policy – creating opportunities to support people to participate in activities that reduce risk or enhance protection (e.g., providing alternative activities, mentoring, referrals, support groups or clubs, etc).

a. Alternative activities/Cultural-based activities
    i. Creation of an implementation plan (up to $500/plan)
    ii. Promotion of one event (up to $1,000/event; maximum $2,000/month) Reimbursement must follow the Information Dissemination reimbursement structure and include separate eligible activities. Activities cannot be counted twice, and social media posts alone do not qualify for the full $1,000 reimbursement.
    iii. Implementation of alternative event (up to $1,000/activity; maximum of $2,000/month)
b. Evidence-based mentoring program to fidelity
    i. Creation of an implementation plan (up to $500/plan)
    ii. Program training for staff (up to $5,000/person)
    iii. Promotion of program (up to $1,000/program; maximum $2,000/month)
    iv. Implementation of program (up to $2,000/program; maximum of $4,000/month)
c. Evidence-based curriculum
    i. Creation of an implementation plan (up to $500/plan)
    ii. Curriculum training for staff (up to $5,000/person)
    iii. Promotion of curriculum (up to $1,000/curriculum; maximum $2,000/month)
    iv. Implementation of curriculum (up to $2,000/curriculum; maximum of $4,000/month)
d. Implementing an evidence-based screening and brief intervention tool (up to $1,500/month/new location)
    i. Promotion of new screening tool (up to $900/month)

b. Early intervention seminar instruction (Example: DUI/MIP seminars)
    i. Completion of early intervention instructor training & certification (up to $2,500/person)
    ii. Promotion of early intervention seminars (up to $1,000/month)
c. Implementing parenting classes (Example: Prime for Life for Parents)
    i. Completion of instructor training (up to $2,500/person)
    ii. Promotion of parenting classes (up to $1,000/month)
e. Other preapproved by State

4. **Enhancing Access/Reducing Barriers** **(up to $1,000/month)** to support your strategy and policy - Improving systems and processes to increase the ease, ability, and opportunity to utilize those systems and services (e.g., assuring healthcare, childcare, transportation, housing, justice, education, safety, special needs, cultural and language sensitivity, etc.).
    a. Activities implemented in this category must be preapproved by the state. Reimbursements will be provided based on activity.

5. **Changing Consequences** (Incentives/Disincentives) **(up to $3,000/month)** to support your strategy and policy – Increasing or decreasing the probability of a specific behavior that reduces risk or enhances protection by altering the consequences for performing that behavior (e.g., increasing public recognition for deserved behavior, individual and business rewards, revocations/loss of privileges, etc.).
    a. Incentives
        i. Press release of congratulations (up to $500/release/month)
        ii. Award or certificate for doing the right thing (up to $1,000/month)
        iii. Awards ceremony (up to $3,000/event/year)
    b. Disincentives
        i. Press release explaining what is expected (up to $500/release/month)
        ii. Letters explaining what is expected (up to $500/month)
    c. Implementation of a local police department texting tipline (up to $1,400/year). Promotion of the existing NDTip through Sheriff's Departments falls under Information Dissemination.
    d. Utilizing Forensic ID Scanners at a community event (up to $200/day, maximum of $1,400/month)
    e. Utilization of Forensic ID Scanners at a retail establishment (up to $200/month per retail establishment; maximum of $1,000/month)
    f. Other preapproved by State

6. **Physical Design and Environmental Changes** **(up to $3,500/month)** to support your strategy and policy – changing the physical design or structure of the environment to reduce risk or enhance protection (e.g., parks, signage, outlet density).
    a. Permanent or semi-permanent signs or banners (not posters or flyers) built, installed, or erected (up to $1,000/month for new signage)
        i. Example: permanent signage in parks/fair grounds
        ii. Example: permanent signage in buildings
        iii. Example: metal signage for community events

b. Installation of security cameras as a deterrent or to increase enforcement or prosecution (up to $1,000 for each new location; maximum $2,000/month)
c. Reduction in retail/outlet density (up to $3,000/month)
d. Other preapproved by State

7. **Modifying/Changing/Implementing Policies – (up to $7,000/month)** formal change in written procedures, by-laws, proclamations, rules or laws with written documentation and/or voting procedures (e.g., workplace initiatives, law enforcement procedures and practices, public policy actions, systems change within government, communities and organizations).
Prevention Providers may provide education, evaluation, and technical assistance to policymakers and stakeholders by sharing objective information, research, data, program results, and best practices. Activities may include answering questions, providing expertise, and helping stakeholders understand prevention issues and program effectiveness. Activities must remain informational and may not include efforts to influence specific legislation, policies, votes, or government actions. **Lobbying is prohibited.*

a. Internal policy change (up to $1,500/implementation of new policy; maximum $3,000/month)
    i. Example: School policy requires evidence-based screening tool to be used.
    ii. Example: Medical provider/hospital implements new screening tool.
b. Procedural changes (up to $1,500/implementation of new procedure; maximum $3,000/month)
    i. Example: Law enforcement implements new procedure for conducting bar-walkthroughs looking for over-intoxication or fake IDs.
c. System changes (up to $1,500/implementation of new change; maximum $3,000/month)
    i. Example: New requirements for obtaining a liquor license (police approval, three strike rule, etc.)
    ii. Example: New requirements for community events (roped off areas, security, drink sizes, family sections, alcohol-free, etc.)
    iii. Example: New restrictions/notifications for DUIs.
    iv. Example: Court requires community service or participation in an evidence-based class.
d. Providing support for ordinance change (up to $5,000/implementation of new ordinance; maximum $5,000/month)
    i. Example: Ordinance requiring Alcohol Server Training.
    ii. Example: Ordinance requiring alcohol-free community events.
    iii. Example: Ordinance requiring stricter penalties for alcohol possession, delivery, etc.
e. Other preapproved by State

**Reimbursement amount by activity may change based on actual costs and preapproval by State.*

FARGO CASS PUBLIC HEALTH
ADMINISTRATION
1240 25th Street South
Fargo, ND 58103-2367
Phone 701.241.1360
FargoCassPublicHealth.com

MEMORANDUM

TO: BOARD OF CITY COMMISSIONERS

FROM: JENN FAUL
DIRECTOR OF PUBLIC HEALTH

DATE: OCTOBER 13, 2026

RE: NOTICE OF GRANT AWARD FOR WOMEN, INFANT AND CHILDREN (WIC).
NO: G25.892 CFDA: 10.557
FUNDS: $615,000
EXPIRES: 09/30/2027

The attached grant award from North Dakota Department of Health and Human Services for Women, Infant and Children (WIC) provides an additional $615,000 for the program to continue being provided at Fargo Cass Public Health.

This grant award was signed in advance and returned to the state.

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

Suggested Motion:
Move to approve this notice of grant award from ND Department of Health and Human Services.

JF/lls
Attachment

NOTICE OF GRANT AWARD

NORTH DAKOTA DEPARTMENT OF HEALTH AND HUMAN SERVICES

SFN 53771 (05-2025)

Grant Number G25.892	CFDA Name Special Supplemental Nutrition Program for Women, Infants, and Children		CFDA Number 10.557
FAIN Number 273ND707W1003	Grant Type (Check One) ☒ Program ☐ R&D	Grant Start Date 10/1/2026	Grant End Date 9/30/2027
Federal Award Date 10/1/2026	Federal Awarding Agency United States Department of Agriculture (USDA)		

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 Women, Infant and Children (WIC)	North Dakota Department of Health and Human Services (NDDHHS) Project Code: WIC: 4551 S317-OC-00 31: $615,000
Grantee Name Fargo Cass Public Health	Project Director Amanda Varriano
Address: 1240 25th St S	Address: 600 East Boulevard Ave., Dept. 325
City/State/ZIP Code Fargo, ND 58103	City/State/ZIP Code Bismarck, ND 58505-0250
Contact Name: Tera Orr	Contact Name: Amanda Varriano
Telephone Number: 701-277-1455	Telephone Number: 701-328-2496
Email Address: torr@FargoND.gov	Email Address: alvarriano@nd.gov

	NDDHHS Cost Share	Grantee Cost Share	Total Costs
Amount Awarded	$615,000	$0	$615,000
Previous Funds Awarded	$0	$0	$0
Total Funds Awarded	$615,000	$0	$615,000
Indirect Rate (Check One)	☒ Subrecipient waived indirect costs	☐ De minimis rate of ____% (limited to 15%)	☐ Negotiated/Approved rate of ____%

Scope of Service

Grantee will make specific nutritionally desirable foods and nutrition education available for eligible pregnant women, infants, and children within counties within the boundaries of the Grantee's service area in accordance with provisions of the Child Nutrition Act of 1966, 7 CFR, Part 246, FNS (and specific contract requirements noted in 246.6, see Attachment A), the Assurance of Civil Rights Compliance (see Attachment B), the WIC Policy Memorandum, and as detailed in the North Dakota WIC Policy and Procedure manuals. Grantee service provided and expenditures will follow the approved plan and budget. Any major changes in the type of service delivery and training must be submitted to the State Department of Health and Human Services for prior approval.

Reporting Requirements

Grantee must submit monthly expenditure reports via the Program Reporting System (PRS).
Expenditure report for the period ending June 30, 2027, must be received by July 15, 2027.
Final expenditure report for the period ending September 30, 2027 must be received by October 30, 2027.
Reimbursements will be processed upon Department approval of state plan progress and expenditure reports.

Special Conditions

None.

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: ☒ Requirements Received; ☐ Questionnaire received] and (2) applicable State and Federal regulations.

Evidence of Grantee's Acceptance		Evidence of NDDHHS Acceptance	
Date 10/13/2026	Signature	Date	Signature
Typed Name/Title of Authorized Representative Jenn Faul, Director of Public Health		Typed Name/Title of Authorized Representative Cora Rabenberg, RN, BSN, Unit Director Family Health & Wellness	
Date	Signature	Date	Signature
Typed Name/Title of Authorized Representative Joshua A. Boschee, Mayor, City of Fargo		Typed Name/Title of Authorized Representative Donna Aukland, Chief Financial Officer	

ATTEST:_____Angie Bear, Deputy City Auditor, as behalf of City Auditor

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.

G25.892
Fargo Cass Public Health
Attachment A

AGREEMENT ADDENDUM FOR THE OPERATION OF THE SPECIAL SUPPLEMENTAL NUTRITION PROGRAM FOR WOMEN, INFANTS AND CHILDREN (WIC)

The following is an addendum to the Notice of Grant Award signed with the North Dakota Department of Health and Human Services for operation of the WIC Program.

Neither the State agency nor the local agency has an obligation to renew the agreement and expiration of an agreement is not subject to appeal. The State Agency shall provide local agencies with advance written notice of not less than 60 days of the termination of an agreement.

Local Agency Responsibilities include:

- Assuring the agency does not discriminate against person on the grounds of race, color, national origin, age, sex or disability and compiles data, maintains records and submits reports as required to permit effective enforcement of the non-discrimination laws.
- Compliance with all the fiscal and operational requirements prescribed by the State agency pursuant to 7 CFR part 3016 of the WIC Regulations. Agency service provided and expenditures made will be in accordance with the approved plan and budget.
- Assuring that the information obtained from program applicants and participants is restricted to its use and disclosure, according to WIC Regulations. Client Information can only be shared with the express written consent of the WIC participant, or the Department of Health and Human Services, unless that disclosure is expressly authorized by the Notice of Grant Award, or expressly authorized by North Dakota law, yet remains in compliance with Section 246.26 of the Federal WIC Regulations.
- Assuring that WIC records shall be maintained in accordance with the Privacy Act of 1974, (Public Law 93-579), Freedom of Information Act, the Health Insurance Portability and Accountability Act of 1966 (HIPAA), and Section 246.26 of the Federal WIC Regulations.
- Maintaining complete, accurate, documented and current accounting of all Program funds received and expended.
- Maintaining on file and have available for review, audit, and evaluation all criteria used for certification, including information on the area served, income standards used and specific criteria used to determine nutritional risk.
- Ensuring the presence of a competent professional authority on staff and the capabilities necessary to perform the certification procedures.
- Provides or makes available appropriate health services to participants and informs applicants of the health services available. When health services are provided through referral, has a plan for continued efforts to make health services available to participants at the clinic or through a written agreement with health care provider.
- Prohibiting smoking in the space used to carry out the WIC Program during the time any aspect of WIC services are performed.
- Providing nutrition education services in compliance with 246.11 and FNS guidelines and instructions.
- Implementing a food delivery system prescribed by the State agency pursuant to 246.12 and approved by FNS.
- Assuring that when a health and a human service agency or when one of these and a private physician comprise a local agency, that all will meet all of the contract requirements. No program funds shall be used to reimburse the health agency or the private physician for health services provided.
- Any major changes in the type of service delivery and training must be submitted to the State WIC Director for prior approval. The guidelines outlined in the WIC Job Descriptions must be applied in the hiring of all new staff members for WIC positions.

G25.892
Fargo Cass Public Health
Attachment B

AGREEMENT ADDENDUM FOR THE OPERATION OF THE SPECIAL SUPPLEMENTAL NUTRITION PROGRAM FOR WOMEN, INFANTS AND CHILDREN (WIC)

The following is an addendum to the Notice of Grant Award signed with the North Dakota Department of Health and Human Services for operation of the WIC Program.

Assurance of Civil Rights Compliance

The Grantee hereby agrees that it will comply with the Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.), Title IX of the Education Amendments of 1972 (20 U.S.C. 1681 et seq.), Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794); Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq.), Title II and Title III of the Americans With Disabilities Act (ADA) of 1990 as amended by the ADA Amendment Act of 2008 (42 U.S.C. 12131-12189) as implemented by Department of Justice regulations at (28 CFR Parts 35 and 36); Executive Order 13166, "Improving Access to Services for Person with Limited English Proficiency." (August 11, 2000), all provision required by the implementing regulations of the U.S. Department of Agriculture (7 CFR Part 15 et seq), and FNS directives and guidelines to the affect that no person shall, on the ground of race, color, national origin, age, sex, or disability, be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any program or activity for which the Grantee receives Federal financial assistance from FNS; and hereby gives assurance that it will immediately take measures necessary to effectuate this agreement.

By providing this assurance, the Grantee agrees to compile data, maintain records and submit records and report as required to permit effective enforcement of the nondiscrimination laws, and to permit the U.S. Department of Agriculture and the North Dakota Department of Health and Human Services personnel during normal working hours to review and copy such records, books and accounts, access such facilities, and interview such personnel as needed to ascertain compliance with the non-discrimination laws. If there are any violation of this assurance, the U.S. Department of Agriculture and the North Dakota Department of Health and Human Services shall have the right to seek judicial enforcement of this assurance.

This assurance is given in consideration of and for the purpose of obtaining any and all Federal financial assistance, grants, and loans of Federal funds, reimbursable expenditures, grant, or donation of Federal property and interest in property, the detail of Federal personnel, the sale and lease of, and permission to use Federal property or interest in such property or the furnishing of services without consideration or at nominal consideration, or at a consideration that is reduced for the purpose of assisting the recipient, or in recognition of the public interest to be served by such sale, lease, or furnishing of services to the recipient, or any improvements made with Federal financial assistance extended to the Program applicant by USDA. This includes any Federal agreement, arrangement, or other contract that has as one of its purposes the provision of cash assistance for the purchase of food, and cash assistance for the purchase or rental of food service equipment or any other financial assistance extended in reliance on the representations and agreements made in this assurance.

FARGO CASS PUBLIC HEALTH
ADMINISTRATION
1240 25th Street South
Fargo, ND 58103-2367
Phone 701.241.1360
FargoCassPublicHealth.com

MEMORANDUM

TO: BOARD OF CITY COMMISSIONERS

FROM: JENN FAUL
DIRECTOR OF PUBLIC HEALTH

DATE: OCTOBER 13, 2026

RE: AGREEMENT FOR SERVICES WITH ADSHARK.
NO: EX-26291
FUNDS: UP TO $80,000
EXPIRES: JUNE 2027

The attached agreement is with AdShark to assist with a media campaign for tobacco education. The agreement is for services up to $80,000.

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

Suggested Motion:
Move to approve this agreement with AdShark for a media campaign.

JF/lls
Attachment

ADSHARK

City of Fargo

Tobacco Campaign Contract Extension | 2026 - 2027

Prepared by: Jack Yakowicz

September 28th, 2026

EX-26291

THE CITY OF Fargo FAR MORE

Investment Breakdown & Terms

Payment Terms

Payments for monthly retainer will be billed when work has begun. Payment will be due 30 days from date of invoice.

Invoices & Late Fees

All invoices are payable within 30 days of receipt. A late fee service charge of 1.5% will be added to all overdue balances. Payments will be credited first to late payment charges and next to the unpaid balance. Client is responsible for all collection or legal fees necessitated by lateness or default in payment.

Commitments & Termination

No long-term commitments. We only suggest a 3-month verbal commitment. Contract may be terminated by either party for any reason with a written or electronic notice. Termination of services and contract will take effect 30 days from date of termination notice.

Planned Timeline:

Strategy & Creative in October/November – launch in December '26, with spend going from December 2026 - June 2027 (7 months)

Service	Description	Investment
Creative Fees (one-time fee)	Labor involved in creative strategy and production for ads ***billed immediately***	$10,000
Digital Advertising Spend (monthly)	Advertising spend going directly to Meta, YouTube, Hulu ***billed each month – projected 7 months – December 2026 - June 2027**	$49,000 **$7,000/mo.**
Management Fee for Digital (AdShark's Fees) (monthly)	Fee for continual labor, management, reporting, tracking, account management. ***billed for 7 months**	$21,000 **$3,000/mo.**
	Total Investment	**$80,000**

Master Service Agreement

1. **Consent**. By signing the AdShark Proposal (the "***Proposal***"), you accept and consent to all terms in this Service Agreement (the "***Agreement***"). This Agreement constitutes a legally binding contract between you and AdShark.

2. **Service; Fee**. The Proposal defines the service ("***Service***"), fee ("***Fee***"), payment terms ("***Payment Terms***"), and Agreement term (the "***Term***"). Each is incorporated by reference.

3. **Independent Contractor Relationship**. The parties stipulate this is an independent contractor relationship and no other type of relationship. AdShark retains exclusive control over the operative methods of the Service. AdShark is not your employee, agent, partner, or fiduciary.

4. **Your Representations**. You represent and warrant to AdShark that the following statements are true: (4.1) You have the full power and authority to execute, deliver, and perform this Agreement; (4.2) Your execution, delivery and performance of this Agreement does not give rise to any Third Party Claim, violate Applicable Law, or require any Third Party Consent; (4.3) You've carefully read this Agreement; (4.4) You've had a meaningful opportunity to communicate to AdShark your questions, comments, and concerns related to this Agreement; (4.5) You understand that the Agreement is not a "take-it-or-leave it" contract and that you can negotiate the terms of this Agreement; (4.6) You understand you may engage another vendor for the same or similar service; (4.7) The Service is not a public or essential service; and (4.8) You are under no duress, menace, threat, coercion, or compulsion to sign this Agreement.

5. **Indemnity**. You shall indemnify, defend, and hold AdShark harmless against all Claims arising from your breach of this Agreement. AdShark shall indemnify, defend, and hold the City of Fargo dba Fargo Cass Public Health harmless against all Claims arising from AdShark's breach of this Agreement.

6. **DISCLAIMERS AND WAIVERS:** TO THE EXTENT ALLOWED BY APPLICABLE LAW, YOU, FOR YOURSELF AND ON BEHALF OF YOUR RELATED PARTIES, AGREE AS FOLLOWS:

6.1 **WARRANTY DISCLAIMER**. NOTWITHSTANDING THE PROPOSAL, ADSHARK PROVIDE ITS SERVICE "AS IS" AND "AS AVAILABLE" AND WITHOUT ANY EXPRESS, IMPLIED, OR STATUTORY WARRANTIES, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT.

6.2 **FEE DISPUTE WAIVER.** IF YOU DO NOT NOTIFY ADSHARK OF A FEE DISPUTE IN WRITING WITHIN **30 DAYS** AFTER ADSHARK INVOICES YOU, YOU WAIVE ALL CLAIMS AGAINST ADSHARK TO DISPUTE THE FEE.

6.3 **JURY WAIVER**. YOU IRREVOCABLY WAIVE THE RIGHT TO A JURY TRIAL.

7. **Agreement Construction and Application**.

7.1 **Definitions**. In addition to terms defined in the body of this Agreement, the following terms shall have the following meanings:

(a) "***Applicable Law***" means all applicable international, federal, state, and local laws, regulations, ordinances, resolutions, and treaties.

(b) "***Claims***" include any obligation, contractual duty, promise, covenant, agreement, contract, representation, warranty, charge, complaint, dispute, difference, legal duty (including the duty of care and any fiduciary duty), claim, liability, controversy, damages, injuries, relief, remedy, action, cause of action, suit, lawsuit, debt, right, demand, cost, loss, and expense, whether known or unknown, suspected or unsuspected, asserted or unasserted, accrued or contingent, past or future, direct or indirect, at law or in equity.

(c) "**Consent**" includes any filing, registration, license, permit, consent, authorization, or approval.

(d) "***Person***" means any natural person, firm, partnership, association, corporation, limited liability company, company, trust, other organization (whether or not a legal entity), public body or government agency.

(e) "***AdShark Parties***" means AdShark and AdShark's members, governors, managers, officers, employees, agents, contractors, insurers, representatives, attorneys, successors, and assigns.

(f) "***Third Parties***" means any Person not a Party to this Agreement.

(g) "***You***" means you, the user of the Service.

(h) "***Your Related Parties***" means you and your members, shareholders, partners, general partners, limited partners, governors, directors, managing partners, managers, officers, employees, agents, contractors, insurers, representatives, attorneys, successors, and assigns.

7.2 **Entire Agreement**. This Agreement constitutes the entire understanding between the Parties with respect to this Agreement subject matter. This Agreement supersedes all other representations, warranties, agreements, whether written or oral, between the Parties.

7.3 **No Reliance or Inducement**. If any party has made any representation to another party that is not contained in this Agreement, such party represents to each other party that it has not relied upon the representation and it has not induced it to enter into this Agreement.

Master Service Agreement

7.4 **Governing Law**. All questions concerning the construction, validity, and interpretation of this Agreement and the performance of the obligations imposed by this Agreement shall be governed by the internal law, not the law of conflicts, of the **State of North Dakota**.

7.5 **Recitals**. The Parties stipulate the factual representations in the recitals are accurate and true.

7.6 **No Third-Party Beneficiaries**. This Agreement has no Third-Party beneficiaries.

7.7 **Subject Matter Jurisdiction**. The Parties agree **North Dakota** has exclusive subject matter jurisdiction for all suits, actions, and proceedings related to this Agreement.

7.8 **Personal Jurisdiction**. The Parties agree **North Dakota** has personal jurisdiction for all Claims related to this Agreement.

7.9 **Venue**. The Parties agree **Cass County District Court** is the sole proper venue for all Claims related to this Agreement.

7.10 **Further Assurances**. The Parties shall execute all documents and perform such other acts as may be reasonably necessary or expedient to further the purposes of this Agreement.

7.11 **Modification**. No change or modification of this Agreement shall be valid unless the same is in writing and signed by all Parties.

7.12 **Drafting of Agreement**. This Agreement shall not be construed or interpreted for or against any party hereto because that party drafted or caused the party's legal representative to draft any of its provisions.

7.13 **Force Majeure**. In no event shall AdShark be responsible or liable to you for any failure or delay in the performance of its obligations hereunder arising out of or caused by, directly or indirectly, forces beyond its control, including, without limitation, strikes, work stoppages, accidents, acts of war or terrorism, civil or military disturbances, viruses, bacteria, pandemics, nuclear or natural catastrophes or acts of God, and interruptions, loss or malfunctions of utilities, communications, or computer (software and hardware) services.

7.14 **Headings**. Headings are included for reference purposes only and are not to be given any substantive effect.

7.15 **No Implied Waivers**. If a party delays or fails in exercising its right or remedy, such delay or failure shall not operate as an implied waiver.

7.16 **Severability**. If any court holds a provision of this Agreement is unenforceable, then that provision shall be modified to the minimum extent necessary to make the provision enforceable, the rest of this Agreement will remain in effect as written, and any unenforceable provision shall remain as written in any circumstances other than those in which the provision is held to be unenforceable.

7.17 **Survival**. Each party's representations and obligations under this Agreement survive termination and than those in which the provision is held to be unenforceable. Each party's representations and obligations under this Agreement survive termination and therefore shall continue in full force and effect.

7.18 **Binding Provisions**. This Agreement binds each party and each party's heirs, personal representatives, successors, and assigns.

7.19 **Assignment**. This Agreement is personal to you. You shall not assign your rights or delegate your duties without AdShark's written consent, which may be withheld for any reason or no reason at all. AdShark reserves the right to assign its rights and delegate its duties without your consent.

7.20 **No long-term commitments.** Termination will take effect 30 days from date of termination notice. Service agreement may be terminated by either party for any reason with an electronic or written notice.

7.21 **All invoices payable within 30 days of receipt.** A late fee service charge of 1.5% will be added to all overdue balances. Payments will be credited first to late payment charges and next to the unpaid balance. Client is responsible for all collection or legal fees necessitated by lateness or default in payment.

7.22 **Payment Terms.** AdShark will bill upfront for the Creative Fee. This Creative Fee is non-refundable. Ongoing spend & management fees will be billed at the start of each month for the corresponding month, on net-30 terms.

8.1 **No Legal Advice.** AdShark is not a law firm and does not provide legal advice. Any recommendations regarding website functionality, privacy, accessibility, cookies, consent mechanisms, or data collection are technical recommendations only and should not be relied upon as legal advice. Client is solely responsible for obtaining legal counsel regarding compliance with applicable laws.

8.2 **Client Responsible for Legal Compliance**. Client is solely responsible for ensuring that its website, business practices, policies, disclosures, notices, data collection activities, and online operations comply with all applicable federal, state, local, and international laws and regulations.

8.3 **No Warranty of Legal Compliance**. AdShark does not warrant or guarantee that any website, software, design, content, code, plugin, integration, tracking technology, cookie banner, accessibility implementation, or other deliverable complies with any applicable law or regulation. Unless specifically stated in the Proposal, AdShark does not represent or warrant that the website complies with ADA, WCAG, or other accessibility standards.

8.4 **Client Approval.** Client is responsible for reviewing and approving all website content, tracking technologies, integrations, forms, privacy notices, cookie notices, accessibility implementations, and functionality before launch. This includes, without limitation, third-party software, plugins, APIs, analytics platforms, pixels, cookies, session replay technologies, chat systems, and other tracking technologies.

AcceptanceofContract

Signatures

Jenn Faul

Jenn Faul, Director of Public Health

10/13/2026

Date

Joshua A Boschee, Mayor, City of Fargo

Date

ATTEST: Angie Bear, Deputy City Auditor, on behalf of City Auditor

Jack Yakowicz

Jack Yakowicz, Director of Operations

AdShark Marketing

Email Address for billing/invoices : TSteiner@FargoND.gov and Health@FargoND.gov

Thank You!

© AdShark Marketing | 2026

FARGO FIRE DEPARTMENT
637 NP Avenue North
Fargo, ND 58102-4916
Phone: 701.241.1540 | Fax: 701.241.8125
FargoFire.com

TO: **FAHR Committee**

FROM: **Fire Chief Gary Lorenz**

DATE: **10/19/2026**

SUBJECT: **Fire FTE Overfill Request**

The Fire Department anticipates starting a new recruit academy on January 19, 2027, and is requesting approval to overfill the academy by one firefighter position to help maintain appropriate staffing levels within the Suppression Division.

Following the completion of the current academy, the Suppression Division will be short three firefighters. Additionally, there is potential for two employees to leave the department in the near future. Historical recruitment data highlights the challenges of maintaining staffing levels throughout the hiring process. In 2025, the department extended 24 conditional offers, of which seven candidates failed the pre-employment process, three withdrew after receiving an offer, and three did not complete the recruit academy. One recruit also resigned during the current academy.

Overfilling the upcoming academy by one position would help mitigate potential staffing shortages and account for anticipated attrition during the recruitment and training process.

Recommended Motion:
Move to approve the Fire Department's request to overfill the upcoming recruit academy by one firefighter position to help maintain adequate staffing levels and account for potential attrition during the recruitment and training process.

New FTE - Annual Cost of Salary & Benefits

Insert Data in the green fields only----------> ---------->

Enter Position Title & Department	
Annual Pay	$68,956
Health Insurance-Family	$23,790.72
Dental Insurance	$650.40
Disability Insurance	$11.49
FICA (6.2%)	NA
Medicare Tax (1.45%)	$999.86
Fire Pension (14.2%)	$9,792
Total cost of salary & benefits*	**$104,200.41**

*Calculation does not include work comp premium

$ 23.68 hourly rate at 2912 scheduled hours
$ 1,982.56 per month
$ 54.20 per month

THE CITY OF Fargo FAR MORE

To: Members of FAHR

From: Kevin Gorder, Division Engineer

Date: October 14, 2026

Subject: ND One Call Copy to Code

The City of Fargo as an operator of underground utilities works with ND One Call to ensure we are notified when excavators will be working around our underground utilities. In 2017, positive response became mandatory meaning that the City of Fargo must reply to every locate request. Under a pilot project started in 2018, ND One Call split all requests into three tickets for review and positive response. The three tickets were split into water, sanitary and storm sewer, and lighting/fiber. This allowed a positive response to each of the different underground utilities we operate.

Currently ND One Call is charging us for one ticket per locate but basically giving us three tickets to manage. This charge is included in the Engineering – One Call budget as a line item for $30,000. With all the fiber tickets, we are estimating we will spend almost all of this line item this year.

The ND One Call met earlier this year and they decided that they will no longer charge for just one ticket under the pilot project and will begin charging for three tickets if we choose to continue using this method. This change is scheduled to happen on January 1, 2028.

Public Works and Engineering discussed this change and our recommendation is to continue to split the locate request into three tickets and request a budget request to increase the amount allocated to this line item in the budget. Public Works and Engineering each provide staff on an as needed basis to complete these locate tickets and changing this to a one ticket approach would require staffing changes along with a possibility that an additional person would need to be hired to manage locate requests. Both Public Works and Engineering use the staff assigned to this duty for other tasks in each department so moving staff could create other challenges in other activities.

Engineering and Public Works are recommending the following changes:

1. Recommend no changes to the process of how locate tickets are completed.
2. Move the budgeted costs of the locate tickets to the utilities since it is the utilities infrastructure they are protecting. The cost could be split evenly between Water Reclamation, Water Treatment, Storm Sewer, and Street Light Utility. 2027 budget numbers could be $7,500 to each utility.
3. Effective January 1, 2028, this budgeted number would need to be increased to a minimum of $22,500 to each utility. This number could be slightly higher if ND One Call increases the price per ticket and/or we have more fiber companies installing infrastructure in our community creating more tickets.

Recommended Action
Move to approve the recommended changes to the ND One Call budget line items.

BUDGET ADJUSTMENT REQUEST

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

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

DEPARTMENT: Engineering

REQUESTED BY: Kevin Gorder/Tom Knakmus/Ben Dow **PROJECT NUMBER :**

DATE PREPARED: 10/14/2026

DESCRIPTION OF REQUEST:

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

Move the line item for one call locate tickets from general engineering and split it equally between four utilities: Storm Water, Water Treatment, Water Reclamation, and Street Light Utilites

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

EXPENSE ACCOUNT NUMBER:		CURRENT BUDGET		REQUESTED ADJUSTMENT		NEW BUDGET
101 3017 422 34-80	$	30,000	$	(30,000)	= $	-
524-3064-443.34-80 Storm Water			$	7,500	= $	7,500
501-3050-441.34-80 Water Treatment			+ $	7,500	= $	7,500
521-3060-442.34-80 Water Reclamation			+ $	7,500	= $	7,500
528-3035-415.34.80 Street Light Utilities			+ $	7,500	= $	7,500
			+		= $	-
			+		= $	-
				TOTAL EXPENSE ADJUSTMENTS: $		-

MONTHLY ALLOCATION (if not evenly over the remaining months of the year)

Jan	Feb	Mar	Apr	May	June
Jul	**Aug**	**Sep**	**Oct**	**Nov**	**Dec**

FINANCE DEPT USE ONLY:

FAHR REVIEWED ON: _____

COMMISSION APPROVED ON: _____

ENTERED BY FINANCE: ***Date:*** _____

By: _____

BA# _____

FARGO CASS PUBLIC HEALTH
ADMINISTRATION
1240 25th Street South
Fargo, ND 58103-2367
Phone 701.241.1360
FargoCassPublicHealth.com

MEMORANDUM

TO: BOARD OF CITY COMMISSIONERS

FROM: JENN FAUL
DIRECTOR OF PUBLIC HEALTH

DATE: OCTOBER 13, 2026

RE: NOTICE OF GRANT AWARD FOR EXPANDING ACCESS: COMMUNITY BASED CANCER PREVENTION.
NO: G25.879 CFDA: 93.991
FUNDS: $10,000
EXPIRES: 09/30/2027

The attached grant award from North Dakota Department of Health and Human Services for Expanding Access: Community Based Cancer Prevention activities that are performed at Fargo Cass Public Health.

BUDGET ADJUSTMENT FOR 2027:

Revenue Account	Amount
101-0000-331-12-45	$10,000

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

Suggested Motion:
Move to approve this notice of grant award from ND Department of Health and Human Services.

JF/lls
Attachment

NOTICE OF GRANT AWARD
NORTH DAKOTA DEPARTMENT OF HEALTH AND HUMAN SERVICES
SFN 53771 (05-2025)

Grant Number	CFDA Name		CFDA Number
G25.879	Preventive Health and Health Services Block Grant		93.991
FAIN Number	Grant Type (Check One)	Grant Start Date	Grant End Date
NB01PW000147	☒ Program ☐ R&D	10/1/2026	9/30/2027
Federal Award Date	Federal Awarding Agency		
9/1/2026	Centers for Disease Control and Prevention (CDC)		

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 Expanding Access: Community-Based Cancer Prevention	North Dakota Department of Health and Human Services (NDDHHS) Project Code: 4521 S314-OC-00 10
Grantee Name Fargo Cass Public Health	Project Director Brianna Monahan
Address 1240 25th Street South	Address 600 E. Boulevard Ave., Dept. 325
City/State/ZIP Code Fargo, ND 58102	City/State/ZIP Code Bismarck, ND 58505-0250
Contact Name Abby Lange	Contact Name Brianna Monahan
Telephone Number 701.241.8576	Telephone Number 701.328.2698
Email Address ALange@FargoND.gov	Email Address bmonahan@nd.gov

	NDDHHS Cost Share	Grantee Cost Share	Total Costs
Amount Awarded	$10,000	$0	$10,000
Previous Funds Awarded	$0	$0	$0
Total Funds Awarded	$10,000	$0	$10,000
Indirect Rate (Check One)	☒ Subrecipient waived indirect costs	☐ De minimis rate of ____% (limited to 15%)	☐ Negotiated/Approved rate of ____%

Scope of Service
Grantee will implement public health strategies under the North Dakota PHHS Block Grant program to advance priorities identified in the North Dakota State Health Improvement Plan, in accordance with grant guidance, Grantee's approved work plan, and budget. Grantee will participate in meetings with the Project Director as requested.

Reporting Requirements:
Grantees must submit reimbursement requests at least quarterly via the Program Reporting System (PRS).
Requests are due by the 15th of the month following the end of each reporting period. The deadlines are as follows:
Expenditure report for the period ending December 31, 2026 must be received by January 15, 2027.
Expenditure report for the period ending March 31, 2027 must be received by April 15, 2027.
Expenditure report for the period ending June 30, 2027 must be received by July 15, 2027.
Expenditure report for the period ending September 30, 2027 must be received by October 15, 2027.
Expenditure reports must include an activity report. Reports must utilize the template(s) provided by the Project Director and be attached in PRS.
Reimbursement will be processed upon Department approval of both the expenditures and reports.

Special Conditions
None.

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: ☐ Requirements Received; ☐ Questionnaire received**]** and (2) applicable State and Federal regulations.

Evidence of Grantee's Acceptance		Evidence of NDDHHS Acceptance	
Date 10/13/2026	Signature Jenn Faul	Date	Signature
Typed Name/Title of Authorized Representative Jenn Faul, Director of Public Health		Typed Name/Title of Authorized Representative Jesse L. Tran, PhD, MBA, Assistant Unit Director Health Promotion & Chronic Disease Prevention Unit	
Date	Signature	Date	Signature
Typed Name/Title of Authorized Representative Joshua A. Boschee, Mayor, City of Fargo		Typed Name/Title of Authorized Representative Dirk D. Wilke, J.D., M.B.A., Executive Director of Public Health	

ATTEST:_____Angie Bear, Deputy City Auditor, as behalf of City Auditor

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.

BUDGET ADJUSTMENT REQUEST

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

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

DEPARTMENT: Fargo Cass Public Health

REQUESTED BY: Jenn Faul **PROJECT NUMBER :** *HE103*

DATE PREPARED: 10/13/2026 **Grant Number:** G25.879

DESCRIPTION OF REQUEST: Expanding Access: Community Based Cancer Prevention grant awarded in the amount of $10,000. We didn't expect another year of funding so was not added in the 2027 budget so requesting that this be added now. It will cover salary and benefits for existing staff that are doing this work. This is an increase over the 2026 grant award of $7,500.

REVENUE ACCOUNT NUMBER:	CURRENT BUDGET		REQUESTED ADJUSTMENT		NEW BUDGET
101-0000-331-12-45 for 2027	$	-	$ 10,000	$	10,000
		+		= $	-
			TOTAL REVENUE ADJUSTMENTS:	$	10,000

EXPENSE ACCOUNT NUMBER:	CURRENT BUDGET		REQUESTED ADJUSTMENT		NEW BUDGET
	$0			= $	-
				= $	-
		+		= $	-
			TOTAL EXPENSE ADJUSTMENTS:	$	-

MONTHLY ALLOCATION (if not evenly over the remaining months of the year)

Jan	Feb	Mar	Apr	May	June
Jul	**Aug**	**Sep**	**Oct**	**Nov**	**Dec**

FINANCE DEPT USE ONLY:

FAHR REVIEWED ON: _____

COMMISSION APPROVED ON: _____

ENTERED BY FINANCE: ***Date:*** _____

By: _____

BA# _____

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

17

TO: Board of Commissioners

FROM: Susan Thompson, Director of Finance

RE: RECEIVE AND FILE - Canvass of Votes for October 6, 2026 Special Election

DATE: October 19, 2026

Attached please find a summary of the election results finalized by the Canvassing Board on October 19, 2026 for the City of Fargo Special Election regarding change in the form of government.

There was one question on the ballot regarding a change in the City of Fargo form of government from the current commission system to a ward-based council form of government. The vote totals for the measure are as follows:

Yes	4,789
No	6,101

The measure required a 50% majority to pass; this vote failed with 44% of the votes for the measure.

City of Fargo Special Election
Abstract of Votes Cast
Tuesday, October 6, 2026

	Absentee	Civic Center	Fargodome	Atonement	Total Before Canvassing	Canvassing	Total After Canvassing
Total # Voters	1740	1596	2748	4804	10888	2	10890
Final Vote Tally							
Yes Votes	941	920	1209	1718	4788	1	4789
No Votes	799	676	1539	3086	6100	1	6101
Total Votes	1740	1596	2748	4804	10888		10890

Josh Boschee, Mayor

John Strand, City Commissioner

Michelle Turnberg, City Commissioner

Ian McLean, City Attorney

Susan Thompson, City Auditor

FARGO CASS PUBLIC HEALTH
ADMINISTRATION
1240 25th Street South
Fargo, ND 58103-2367
Phone 701.241.1360
FargoCassPublicHealth.com

MEMORANDUM 18

TO: **BOARD OF CITY COMMISSIONERS**

FROM: **JENN FAUL**
DIRECTOR OF PUBLIC HEALTH

DATE: **OCTOBER 21, 2026**

RE: **AGREEMENT BETWEEN RANSOM COUNTY HEALTH DEPARTMENT AND FARGO CASS PUBLIC HEALTH FOR FAMILY PLANNING SERVICES.**
EXPIRES: 12/31/2027

The attached agreement is for Fargo Cass Public Health to provide family planning services at and through Ransom County Health Department as a satellite service location.

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

Suggested Motion:
Move to approve this agreement with Ransom County Health Department.

JF/lls
Attachment

AGREEMENT BETWEEN RANSOM COUNTY HEALTH DEPARTMENT AND FARGO CASS PUBLIC HEALTH

ADMINISTRATION

TERM: 11/01/2026 TO 12/31/2027

THIS AGREEMENT, effective November 1, 2026, by and between Fargo Cass Public Health ("FCPH"); and Ransom County Health Department.

NOW, THEREFORE, it is hereby agreed by and between the parties hereto as follows:

A. **Term of Agreement:** This Agreement shall commence on November 1, 2026 and continue through December 31, 2027, unless earlier terminated pursuant to Paragraph D below.

B. **Services:** FCPH will provide family planning services at and through Ransom County Health Department as a satellite service location. Ransom County Health agrees to provide nursing staff time, in kind, to assist the contracted Fargo Cass Public Health Nurse Practitioner for the provision of family planning services in Ransom County. The majority of client visits provided by Fargo Cass Public Health will be via telehealth, with quarterly in person visits at Ransom County Health. All services will be provided based on Fargo Cass Public Health Family Planning policies, procedures, and protocols. Ransom County will provide, in kind, office space for family planning services and appropriate marketing activities. Fargo Cass Public Health agrees to provide the following for Ransom County Health Department:
   - Family Planning services and staff training
   - Contraceptive and pharmaceutical supplies
   - Educational Materials
   - Medical Record Software (Greenway-Intergy)
   - On-site clinician staff time
   - Telemedicine Program for delivery of clinical services

   All client medical records will be housed in Greenway-Intergy software. Access to Greenway-Intergy shall be limited to authorized personnel with a need for access in connection with services under this Agreement. Upon termination, access provided under this Agreement shall be discontinued in accordance with applicable law and FCPH policies.

C. **Reimbursement:** Reimbursement will take place through ND Health and Human Services Family Planning Title X grant. The reimbursement provided for the actual services from the patient will be billed by and be revenue to Fargo Cass Public Health. Ransom County Health Department will not receive payment from FCPH for the in-kind nursing staff time, office space, or other in-kind contributions described in this Agreement, unless otherwise agreed in writing by the parties.

D. **Termination:** This Agreement may be terminated by either party upon the giving of thirty (30) days written notice.

E. **Confidentiality:** Each party shall comply with all applicable federal and state laws governing the privacy, confidentiality, security, and disclosure of individually identifiable health information, including HIPAA to the extent applicable, and applicable FCPH privacy and security policies for Greenway-Intergy. Each party shall limit access to authorized personnel and promptly notify the other party of any known or suspected unauthorized access, use, or disclosure involving records or systems used under this Agreement and shall cooperate in any legally required investigation, mitigation, or notification.

Special Considerations:

A. The parties are independent governmental entities. Nothing in this Agreement creates an employer-employee, principal-agent, partnership, joint venture, or similar relationship between the parties. Each party is responsible for the supervision, direction, compensation, and conduct of its own officers, employees, agents, and contractors and for its own acts and omissions, subject to applicable law, statutory limitations, immunities, and defenses. Nothing in this Agreement shall be construed as a waiver of any immunity, limitation of liability, or defense available to either party. Each party shall maintain any insurance or self-insurance required by law for its personnel and activities under this Agreement, including workers' compensation and professional liability coverage as applicable.

B. This service agreement shall be governed by the laws of the State of North Dakota.

C. Each party shall complete any forms or paperwork reasonably required by Fargo Cass Public Health, the City of Fargo, or applicable grant requirements for administration of this Agreement.
D. Services, including printing and other miscellaneous costs, may be discussed and agreed upon by the parties as needed.

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates set forth below.

FARGO CASS PUBLIC HEALTH

By Jenn Faul
Jenn Faul, Director of Public Health

Date 10/14/2026

By _____
Joshua A. Boschee, Mayor, City of Fargo

Date _____

ATTEST: _____
Angie Bear, Deputy City Auditor,
signed on behalf of City Auditor

RANSOM COUNTY HEALTH DEPARTMENT

By Brenna Welton
Brenna Welton, Administrator

Date 10/20/2026

Agreement between Ransom County Family Planning and FCPH FP

Final Audit Report 2026-10-20

Created:	2026-10-14
By:	Lori Sall (lsall@FargoND.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAtVfEE1bLICxCcOgSBVAdWgA9gSrHKjH_

"Agreement between Ransom County Family Planning and FCP H FP" History

Document created by Lori Sall (lsall@FargoND.gov)
2026-10-14 - 10:04:51 PM GMT

Document emailed to brwelton@nd.gov for signature
2026-10-14 - 10:05:07 PM GMT

Email viewed by brwelton@nd.gov
2026-10-15 - 1:00:10 PM GMT

Signer brwelton@nd.gov entered name at signing as Brenna Welton
2026-10-20 - 2:05:02 PM GMT

Document e-signed by Brenna Welton (brwelton@nd.gov)
Signature Date: 2026-10-20 - 2:05:04 PM GMT - Time Source: server - Signature Appearance Selected: IMAGE

Agreement completed.
2026-10-20 - 2:05:04 PM GMT

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City of Fargo Staff Report			
Title:	Horizon Second Addition	**Date:**	9/30/2026 10/21/2026
Location:	11 12th Street North	**Staff Contact:**	Donald Kress, current planning coordinator
Legal Description:	Lot 1, Block 1, Horizon Addition, City of Fargo, Cass County, North Dakota		
Owner(s)/Applicant:	Central at the Horizon, LP / MBN Engineering, Inc.	**Engineer:**	MBN Engineering, Inc.
Entitlements Requested:	**Minor Subdivision** (Plat of **Horizon Second Addition,** a replat of Lot 1, Block 1, Horizon Addition, City of Fargo, Cass County, North Dakota)		
Status:	City Commission Consent Agenda: October 26th, 2026		

Existing		**Proposed**
Land Use: Vacant (previous structure demolished in 2018); site work being done for proposed development		**Land Use:** Multi-Dwelling Residential
Zoning: DMU, Downtown Mixed Use		**Zoning:** No change
Uses Allowed: DMU Allows detached houses, attached houses, duplexes, multi-dwelling structures, community service, daycare centers of unlimited size, health care facilities, parks and open space, religious institutions, safety services, offices, off-premise advertising, commercial parking, retail sales and service, vehicle repair, limited vehicle service, and major entertainment events.		**Uses Allowed:** No Change
Maximum Lot Coverage Allowed: 100%		**Maximum Lot Coverage Allowed:** No change

Proposal:

The applicant requests one entitlement:

1. A minor subdivision, entitled **Horizon Second Addition,** a replat of Lot 1, Block 1, Horizon Addition, City of Fargo, Cass County, North Dakota

This project was reviewed by the City's Planning and Development, Engineering, Public Works, and Fire Departments ("staff"), whose comments are included in this report.

Surrounding Land Uses and Zoning Districts:

- North: DMU commercial and multi-dwelling residential uses
- East: DMU with single-dwelling residences; mixed use commercial/multi-dwelling residential uses
- South: DMU with commercial and multi-dwelling residential uses
- West: DMU with bar/restaurant, wholesale, and retail uses

Area Plans:

The subject property is located within two plans.

The Downtown In Focus plan's future land use map of identifies this area as intended for "Mixed Use" development. The property is zoned DMU, Downtown Mixed Use, which allows mixed-use development.

The Fargo Growth Plan 2024 designates the place type of the subject property as "Downtown/Core." The current zoning of DMU, Downtown mixed use, is consistent with this place type.

(continued on next page)

Context

Schools: The subject property is located within the Fargo School District, specifically within the Roosevelt/Horace Mann Elementary, Ben Franklin Middle and North High schools.

Neighborhood: The subject property is located within the Downtown neighborhood.

Parks: Island Park, located at 502 1st Avenue South, is approximately 0.4 mile southeast of the subject property, and provides amenities of basketball court, tennis courts, handball, grills and picnic tables, playground, cross country ski trails, recreational trails, rentals and a swimming pool.

Pedestrian / Bicycle: A separated bike lane is adjacent to the subject property along NP Avenue.

MATBus: Route 13 runs east along NP Avenue. The nearest stop to the subject property is approximately one block east on the south side of NP Avenue.

- Route 13 runs from 32nd Avenue North to NP Avenue, mainly along 10th Street North and University Drive North, and connects at the Ground Transportation Center.

Routes 15 and 18 run west along 1st Avenue North. The nearest stop to the subject property is approximately on block to the northeast on the north side of 1st Avenue North.

- Route 15 connects Downtown to West Acres and 45th Street South, mainly by way of 13th Avenue South, University Drive South, 10th Street South;
- Route 18 connects Downtown to 52nd Avenue South, mainly by way of 25th Street South, 32nd Avenue South, and 42nd Street South.

Staff Analysis:

The Horizon Addition was before the Planning Commission on May 5th, 2026; approved by the City Commission on June 22nd, 2026, and recorded July 1st, 2026. That plat included a 10-foot wide private utility easement (PUE) along the 11th Street North, NP Avenue North, and 12th Street North property frontages.

The Horizon Addition is in the DMU, Downtown Mixed Use zoning district. This district has no setbacks; buildings can be built to the property line.

After the plat was recorded, and as the review of the proposed multi-dwelling residential building went forward, it was determined that the PUE would compromise the ability to build to the property line, which was how the multi-dwelling building was designed. That is, the building cannot be built over the PUE.

After discussion between City staff and the developer, it was determined that the way to resolve this situation was to allow existing utilities on the subject property to be relocated to the adjacent City right of way, and remove the PUE. It is the City's standard practice that easements that are created by a subdivision plat, such as this PUE, can be modified or vacated only by replatting.

There is no other change between the original Horizon Addition and proposed Horizon Second Addition other than the vacation of the PUE.

Minor Subdivision

The LDC stipulates that the following criteria is met before a minor subdivision can be approved

1. **Section 20-0907.B.3 of the LDC stipulates that the Planning Commission recommend approval or denial of the application, based on whether it complies with the adopted Area Plan, the standards of Article 20-06 and all other applicable requirements of the Land Development Code. Section 20-0907.B.4 of the LDC further stipulates that a Minor Subdivision Plat shall not be approved unless it is located in a zoning district that allows the proposed development and complies with the adopted Area Plan, the standards of Article 20-06 and all other applicable requirements of the Land Development Code.**
   This subdivision is intended to replat the existing lot to remove the public utility easement. The Fargo Growth Plan 2024 designates the place type of the subject property as "Downtown/Core." The Downtown In Focus plan's future land use map of identifies this area as intended for "Mixed Use" development. The subject property is zoned DMU, Downtown Mixed Use. This zoning is consistent with the designations of both plans. This zoning allows the proposed multi-dwelling residential development. No zone change is proposed. In accordance with Section 20-0901.F of

the LDC, notices of the proposed plat have been sent out to property owners within 300 feet of the subject property. To date, staff has received no comments or inquiries on the application. **(Criteria Satisfied)**

2. **Section 20-0907.C.4.f of the LDC stipulates that in taking action on a Final Plat, the Board of City Commissioners shall specify the terms for securing installation of public improvements to serve the subdivision.**
   As no new public improvements are being created by this plat, an amenities plan was not required. Any improvements associated with the project (both existing and proposed) are subject to special assessments. Special assessments associated with the costs of the public infrastructure improvements are proposed to be spread by the front footage basis and storm sewer by the square footage basis as is typical with the City of Fargo assessment principles **(Criteria Satisfied)**

Staff Recommendation:

Suggested Motion: "To accept the findings and recommendations of the Planning Commission and staff and move to approve the proposed plat of the **Horizon Second Addition**, as outlined in the staff report, as the proposal complies with the Fargo Growth Plan 2024, Downtown in Focus Plan, Sections 20-0907 B and C and Standards of Article 20-06 of the Land Development Code, and all other applicable requirements of the Land Development Code."

Planning Commission Recommendation: October 6th, 2026

At the October 6th, 2026 Planning Commission hearing, that Commission, by a vote of 8-0 with three Commissioners absent, moved to accept the findings and recommendations of staff and recommended approval to the City Commission of the proposed plat of the **Horizon Second Addition**, as outlined in the staff report, as the proposal complies with the Fargo Growth Plan 2024, Downtown in Focus Plan, Sections 20-0907 B and C and Standards of Article 20-06 of the Land Development Code, and all other applicable requirements of the Land Development Code.

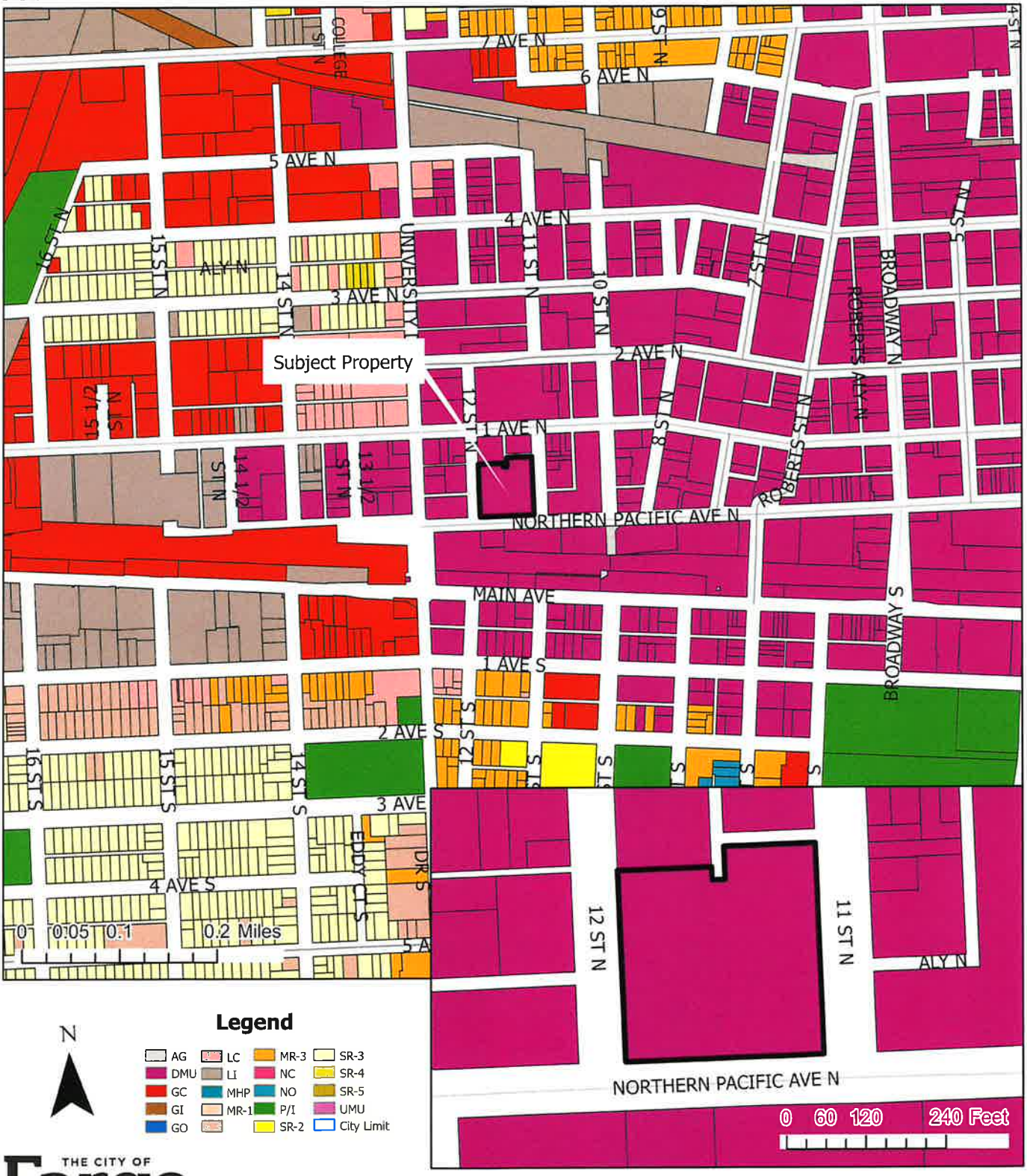
Attachments:

1. Zoning map
2. Location map
3. Preliminary plat

Minor Subdivision

Horizon Second Addition

11 12th Street North



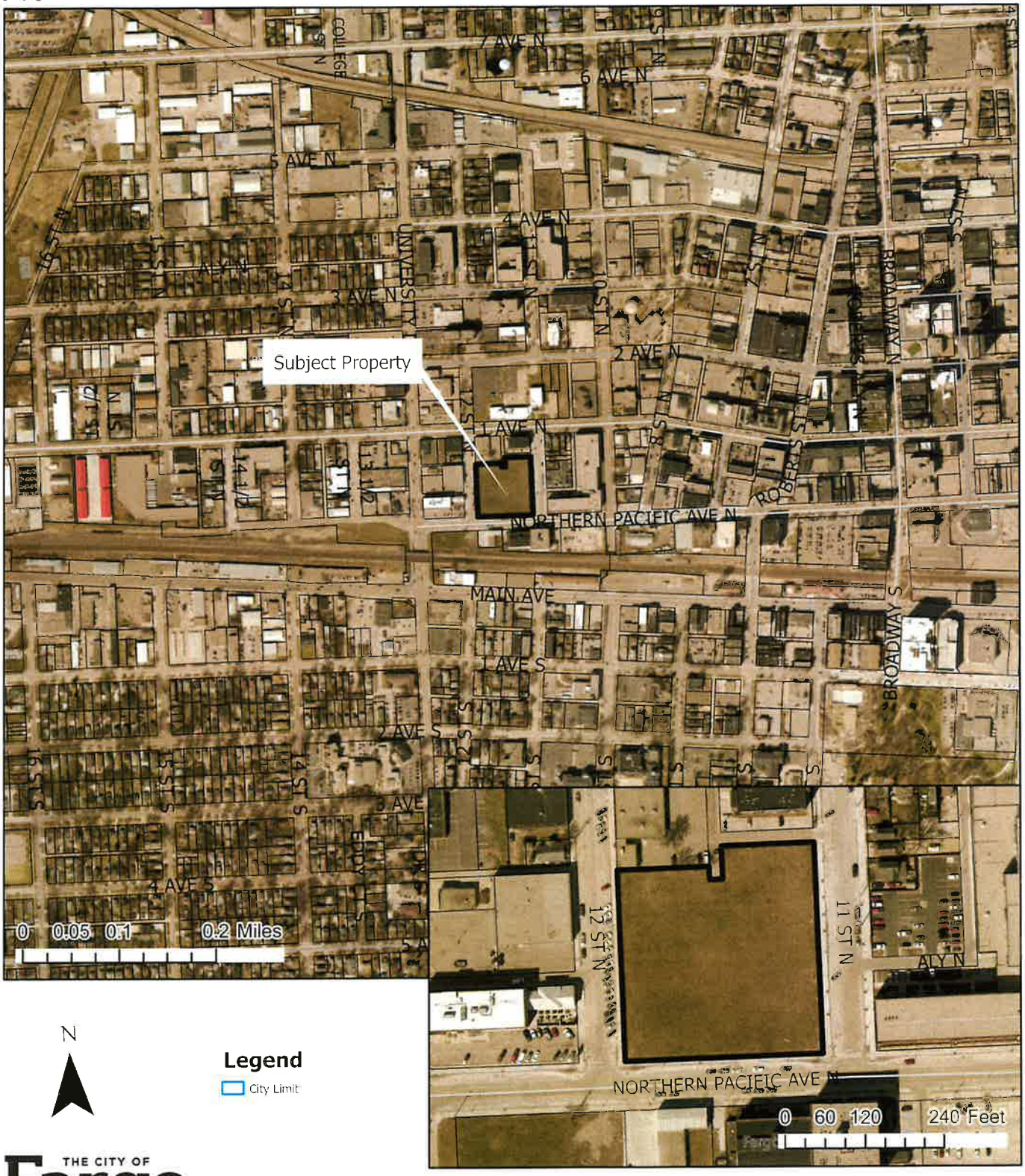
THE CITY OF Fargo FAR MORE

Fargo Planning Commission
October 6, 2026

Minor Subdivision

Horizon Second Addition

11 12th Street North



N

Legend

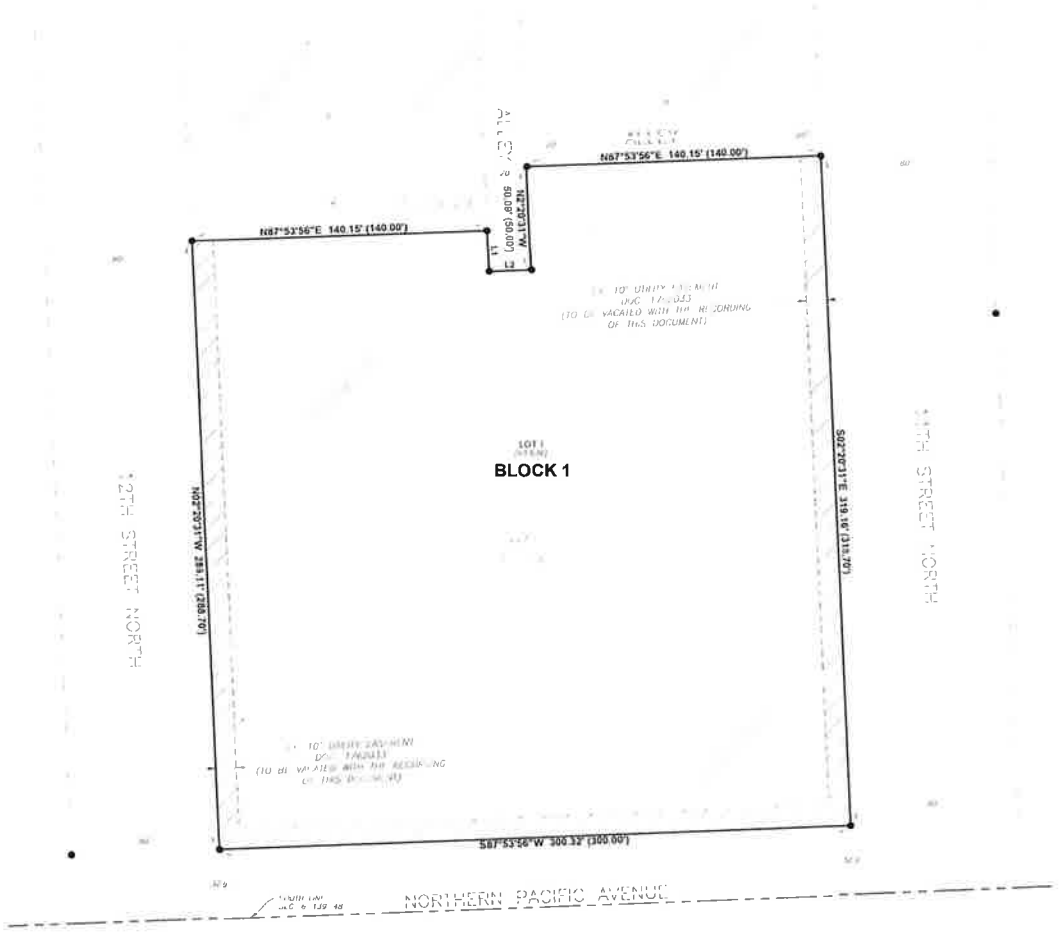
City Limit

THE CITY OF Fargo FAR MORE

Fargo Planning Commission
October 6, 2026

HORIZON SECOND ADDITION

TO THE CITY OF FARGO
BEING A REPLAT OF LOT 1, BLOCK 1 AND A VACATION OF THE UTILITY EASEMENTS,
ALL IN THE PLAT OF HORIZON ADDITION TO THE CITY OF FARGO,
CASS COUNTY, NORTH DAKOTA
(A MINOR SUBDIVISION)



0 30
SCALE IN FEET
BEARINGS BASED ON THE CITY OF FARGO GROUND COORDINATE SYSTEM (DEC 1992)

NOTES
1. GROUND DISTANCES ARE SHOWN AND ARE IN TERMS OF U.S. SURVEY FEET

LEGEND
- FOUND MONUMENT
- (M&RD) PLAT LOT AS AS (NO. 1)
- EASEMENTS VACATED BY THIS PLAT
- PLAT BOUNDARY
- ORIGINAL PLATTED LINE
- EXISTING PAVEMENT LINE
- EXISTING EASEMENT LINE
- (R) RECORD BEARING/DISTANCE

LINE TABLE

	DISTANCE	BEARING
L1	20.04	S02°31'E
L2	20.00	N87°53'56"E

1218 16th Street North
Fargo ND 58102
Email: josh@jrnsurvey.com

SHEET 1 OF 2

HORIZON SECOND ADDITION

TO THE CITY OF FARGO
BEING A REPLAT OF LOT 1, BLOCK 1 AND A VACATION OF THE UTILITY EASEMENTS,
ALL IN THE PLAT OF HORIZON ADDITION TO THE CITY OF FARGO,
CASS COUNTY, NORTH DAKOTA
(A MINOR SUBDIVISION)

OWNER'S CERTIFICATE

KNOW ALL PERSONS BY THESE PRESENTS, That CENTRAL AT THE HORIZON, LP, an Indiana limited partnership, as owner of Lot 1, Block 1 of HORIZON ADDITION to the City of Fargo, situate in the County of Cass and the State of North Dakota

The property is more particularly described as follows

All of Lot 1, Block 1 of HORIZON ADDITION, according to the recorded plat thereof on file and of record in the Office of the County Recorder, Cass County, North Dakota

Tract Contains 2.08 Acres, more or less, and is subject to Easements, Reservations, Restrictions and Rights-of-Way of record

Said owners of the above described property, have caused the same to be surveyed and platted as "HORIZON SECOND ADDITION" to the City of Fargo, Cass County, North Dakota

OWNER
CENTRAL AT THE HORIZON, LP, an Indiana limited partnership

By Central at the Horizon GP, LLC,
an Indiana limited liability company,
its General Partner

By Central at the Horizon Fargo, LLC,
an Indiana limited liability company,
its Administrative Managing Member

By The Annex Group LLC,
an Indiana limited liability company,
its Manager

By [signature]
Christopher J. Lukaart, CLAO

State of Indiana)
)ss
County of Hamilton)

On this 1st day of October, 2026, before me personally appeared Christopher J. Lukaart, CLAO of The Annex Group LLC, which is the Manager of Central at the Horizon Fargo, LLC, which is the Administrative Managing Member of Central at the Horizon GP, LLC which is the General Partner of Central at the Horizon, known to me to be the person who is described in and who executed the within instrument and acknowledged to me that he executed the same on behalf of said company

Notary Public [signature]

By Impact Housing Indiana Corp,
an Indiana nonprofit corporation,
its Charitable Managing Member

By [signature]
Christopher J. Lukaart, Secretary

State of Indiana)
)ss
County of Hamilton)

On this 2nd day of October, 2026, before me personally appeared Christopher J. Lukaart, Secretary of Impact Housing Indiana Corp, which is the Charitable Managing Member of Central at the Horizon GP, LLC, which is the General Partner of Central at the Horizon, LP, known to me to be the person who is described in and who executed the within instrument and acknowledged to me that he executed the same on behalf of said corporation

Notary Public [signature]

LENDER CONSENT

CITIBANK, N.A.

By [signature]
Name: James Bendernagel
Title: Authorized Signatory
Emp ID No. 50021830

State of Virginia)
)ss
County of Fairfax)

On this 5th day of October, 2026, before me personally appeared James Bendernagel, Authorized Signatory, known to me to be the person who is described in and who executed the within instrument and acknowledged to me that he executed the same on behalf of CITIBANK, N.A.

Notary Public [signature]

The Industrial Commission of North Dakota acting as the North Dakota Housing Finance Agency

By [signature]
Name: Jennifer Henderson
Title: Director, CHGM Division

State of North Dakota)
)ss
County of Burleigh)

On this 7 day of October, 2026, before me personally appeared Jennifer Henderson, Director, CHGM Division of The Industrial Commission of North Dakota acting as the North Dakota Housing Finance Agency, known to me to be the person who is described in and who executed the within instrument and acknowledged to me that she executed the same on behalf of The Industrial Commission of North Dakota acting as the North Dakota Housing Finance Agency

Notary Public [signature]

KRYSTAL POWER
Notary Public
State of North Dakota
My Commission Expires June 21, 2030

SURVEYOR'S CERTIFICATE AND ACKNOWLEDGEMENT

I, Joshua J. Nelson, Professional Land Surveyor under the laws of the State of North Dakota, do hereby certify that this plat is a true and correct representation of the survey of said subdivision, that the monuments for the guidance of future surveys have been located or placed in the ground as shown

Dated this 8th day of October, 2026

[signature]
Joshua J. Nelson, PLS
Professional Land Surveyor
Registration No. LS-27292

JOSHUA J. NELSON
LS-27292
NORTH DAKOTA

State of North Dakota)
)SS
County of Cass)

On this 8th day of October, 2026 appeared before me, Joshua J. Nelson, known to me to be the person whose name is subscribed to the above certificate and did acknowledge to me that he executed the same as his own free act and deed

Notary Public [signature]

TAMARA A. STEVENSON
Notary Public
State of North Dakota
My Commission Expires Aug 8, 2027

CITY OF FARGO ENGINEERING DEPARTMENT APPROVAL

Approved by the City Engineer this ___ day of _____, 20___

Tom Knakmuhs, P.E.
City Engineer

State of North Dakota)
)SS
County of Cass)

On this ___ day of _____, 20__, before me, a notary public in and for said county, personally appeared Tom Knakmuhs, P.E., City Engineer, known to me to be the person described in and who executed the same as a free act and deed

Notary Public _____

FARGO CITY COMMISSION APPROVAL

Approved by the Board of Commissioners and ordered filed this day of ___ ___, 20__

Joshua A. Boschee
Mayor

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

State of North Dakota)
)SS
County of Cass)

On this ___ day of _____, 20___ before me, a notary public in and for said county, personally appeared Joshua A. Boschee and Angie Bear, known to me to be the persons described in and who executed the foregoing instrument and acknowledge that they executed the same as their free act and deed on behalf of the City of Fargo

Notary Public _____

CITY OF FARGO PLANNING COMMISSION APPROVAL

Approved by the City of Fargo Planning Commission this 6th day of October, 2026

Arthur S. Rosenberg
Planning Commission Chair

State of North Dakota)
)SS
County of Cass)

On this 9th day of October, 2026, before me, a notary public in and for said county, personally appeared Arthur S. Rosenberg, Planning Commission Chair, known to me to be the person described in and who executed the same as a free act and deed

Notary Public [signature]

MIRANDA WOLF
Notary Public
State of North Dakota
My Commission Expires Jun 17, 2030

1218 55th Street North
Fargo, ND 58102
Email: josh@jjnsurvey.com

20

City of Fargo Staff Report			
Title:	RWA Third Addition	**Date:**	5/27/2026 10/21/2026
Location:	801, 845, and 909 34th Street North	**Staff Contact:**	Donald Kress, Planning Coordinator
Legal Description:	Lots 3 and 4, Block 1, Replat of RWA Addition to the City of Fargo, Cass County, North Dakota		
Owner(s)/Applicant:	Bullinger Enterprises, LLLP/Houston Engineering	**Engineer:**	Houston Engineering, Inc.
Entitlements Requested:	**Minor Subdivision** (plat of **RWA Third Addition**, a replat of Lots 3 and 4, Block 1, Replat of RWA Addition, including a subdivision waiver for drain setback, to the City of Fargo, Cass County, North Dakota)		
Status:	City Commission Consent Agenda: October 26th, 2026		

Existing		Proposed
Land Use: Undeveloped and Manufacturing and Production.		**Land Use:** Manufacturing and production
Zoning: LI, Limited Industrial.		**Zoning:** Unchanged
Uses Allowed : Colleges, community service, daycare centers of unlimited size, detention facilities, health care facilities, parks and open areas, religious institutions, safety services, basic utilities, adult establishment, offices, off-premise advertising signs, commercial parking, outdoor recreation and entertainment, retail sales and service, self-service storage, vehicle repair, limited vehicle service, industrial service, manufacturing and production, warehouse and freight movement, wholesale sales, aviation, surface transportation, and certain telecommunications facilities.		**Uses Allowed:** Unchanged
Maximum Lot Coverage Allowed: Maximum 85% building coverage.		**Maximum Lot Coverage Allowed:** Unchanged

Proposal:

The applicant requests one entitlement:

1. A minor subdivision, entitled **RWA Third Addition** which is a replat of Lots 3 and 4, Block 1, Replat of RWA Addition, including a subdivision waiver for drain setback, to the City of Fargo, Cass County, North Dakota.,

This project was reviewed by the City's Planning and Development, Engineering, Public Works, and Fire Departments ("staff"), whose comments are included in this report.

Surrounding Land Uses and Zoning Districts:

- North: LI, industrial service
- East: Cass County Drain No.10; east across the drain is SR-3, Single-Dwelling Residential with residential use

- South: LI, Undeveloped; office/warehouse; wholesale
- West: LI, City-owned stormwater detention basin; shop condos—industrial service

Area Plans:

The Fargo Growth Plan 2024 designates the place type of the subject property as "General Industrial and Flex Warehouse." The existing LI, Limited Industrial zoning and the current industrial land uses are consistent with this place type.

Context:

Schools: The subject property is located within the Fargo School District, specifically within the Madison Elementary, Ben Franklin Middle, and Fargo North High schools.

Neighborhood: The subject property is in the Madison/Unicorn Park neighborhood.

Parks: There are no parks within a quarter mile of the subject property.

Pedestrian / Bicycle: There are no shared use paths adjacent to the subject property.

Bus Route: There are no bus routes within a quarter mile of the subject property.

Staff Analysis:

SUBDIVISION

The proposed subdivision replats Lots 3 and 4, Block 1, Replat of RWA Addition into a different two-lot configuration, to allow the expansion of the building on what will be Lot 1. The overall boundary of the two lots will not change.

Staff has determined that no amenities plan or developer agreement is required for this subdivision.

SUBDIVISION WAIVER FOR DRAIN SETBACK

The property borders the west side of County Drain No. 10 and is subject to the drain setback requirement stated in Land Development Code Section 20-0610(F). This code section requires a 175-foot setback from the centerline of the drain. Geotechnical evaluation provided by the applicant has been reviewed by the Fargo City Engineering Department and the Southeast Cass Water Resources District ("SE Cass"). They have determined that a 100-foot setback from the drain centerline will be sufficient for this property. The east property line of the subdivision is 54 feet from the drain centerline. The plat depicts a 46-foot wide easement in favor of SE Cass on proposed Lot 1, Block 1, which completes the requirement for a 100-foot setback from the drain centerline. An encroachment agreement will also be required to address the fire access road and utilities within this easement. The applicant is completing the negotiation for that agreement with SE Cass. The agreement is separate from the plat. This subdivision waiver for drain setback is considered part of the plat and not a separate entitlement.

PUBLIC COMMENT

Planning staff received a visit from a nearby property owner who commented that accessing 7th Avenue North from 34th Street can be challenging due to the heavy and often fast-moving traffic. As businesses along that 34th Avenue cul-de-sac continue to develop and expand, the City should evaluate this access point for safety.

FINDINGS

Minor Subdivision

The LDC stipulates that the following criteria is met before a minor plat can be approved:

1. **Section 20-0907.B.3 of the LDC stipulates that the Planning Commission recommend approval or denial of the application, based on whether it complies with the adopted Area Plan, the standards of Article 20-06 and all other applicable requirements of the Land Development Code. Section 20-0907.B.4 of the LDC further stipulates that a Minor Subdivision Plat shall not be approved unless it is located in a zoning district that allows the proposed development and complies with the adopted Area Plan, the standards of Article 20-06 and all other applicable requirements of the Land Development Code.**
   This subdivision is intended to replat two existing lots into a different two-lot configuration. The Fargo Growth Plan 2024 designates the place type of the subject property as "General Industrial and Flex Warehouse." The existing LI, Limited Industrial zoning is consistent with this place type. This zoning allows the proposed land uses of manufacturing. No zone change is proposed. In accordance with Section 20-0901.F of the LDC, notices of the proposed plat have been sent out to property owners within 300 feet of the subject property. To date, staff has received and responded to one inquiry about the application, as noted above. Staff has reviewed this request and finds that this application complies with standards of Article 20-06 and all applicable requirements of the Land Development Code.
   (Criteria Satisfied)

2. **Section 20-0907.C.4.f of the LDC stipulates that in taking action on a Final Plat, the Board of City Commissioners shall specify the terms for securing installation of public improvements to serve the subdivision.**
   While this section of the LDC specifically addresses only major subdivision plats, staff believes it is important to note that any improvements associated with the project (both existing and proposed) are subject to special assessments. Special assessments associated with the costs of the public infrastructure improvements are proposed to be spread by the front footage basis and storm sewer by the square footage basis as is typical with the City of Fargo assessment principals.
   (Criteria Satisfied)

Subdivision Waiver for Drain Dedication
Article 20-0907(D)(3) of the LDC stipulates that the following criteria are met before a subdivision waiver can be approved:

1. **Section 20-0907.D.3.a of the LDC stipulates that a Subdivision Waiver must not be detrimental to the public safety, health, or welfare or injurious to other property or improvements in the area in which the property is located.**
   The City Engineer and SE Cass have determined that, based on review of geotechnical analysis, a 100- foot setback from the drain centerline is sufficient to provide for drain stability. Only minimal development—a fire access road and utilities--will be allowed in the drain setback area. The east property line of the subdivision is 54 feet from the drain centerline. The plat depicts a 46-foot wide easement in favor of SE Cass on proposed Lot 1, Block 1, which completes the requirement for a 100-foot setback from the drain centerline. An encroachment agreement will also be required to address the fire access road and utilities within this easement. An encroachment agreement will also be required to address the fire access road and utilities within this easement. The applicant is completing the negotiation for that agreement with SE Cass. The agreement is separate from the plat.
   (Criteria Satisfied)

2. **Section 20-0907.D.3.b of the LDC stipulates that a Subdivision Waiver must represent the least deviation from this Land Development Code that will mitigate the hardship or practical difficulty that exists on the subject property.**

The location of the building, and the intended expansion of this building to the north, would not accommodate the full 175-foot drain setback. The building was built before the drain setback ordinance was adopted. Based on review of geotechnical analysis, a 100- foot setback from the drain centerline has been determined to be sufficient. Only minimal development—a fire access road and utilities—will be allowed in the drain setback area. **(Criteria Satisfied)**

3. **Section 20-0907.D.3.c of the LDC stipulates that a Subdivision Waiver shall not have the effect of waiving any provisions of this development code other than the Subdivision Design and Improvement Standards of Article 20-06.**
   This subdivision waiver applies only to the drain setback requirements of Section 20-0610 of the LDC for this particular property
   (Criteria Satisfied)

Staff Recommendation:

Suggested Motion: "To accept the findings and recommendations of the Planning Commission and staff and move to approve the proposed plat of **RWA Third Addition**, including the subdivision waiver for drain setback, as outlined in the staff report, as the proposal complies with the Fargo Growth Plan 2024, Standards of Article 20-06 , Sections 20-0907 B and C and 20-0907.D.3 (a--c) of the Land Development Code, and all other applicable requirements of the Land Development Code."

Planning Commission Recommendation: June 2nd, 2026

At the June 2nd, 2026 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 the proposed plat of **RWA Third Addition**, including the subdivision waiver for drain setback, as outlined in the staff report, as the proposal complies with the Fargo Growth Plan 2024, Standards of Article 20-06 , Sections 20-0907 B and C and 20-0907.D.3 (a--c) of the Land Development Code, and all other applicable requirements of the Land Development Code.

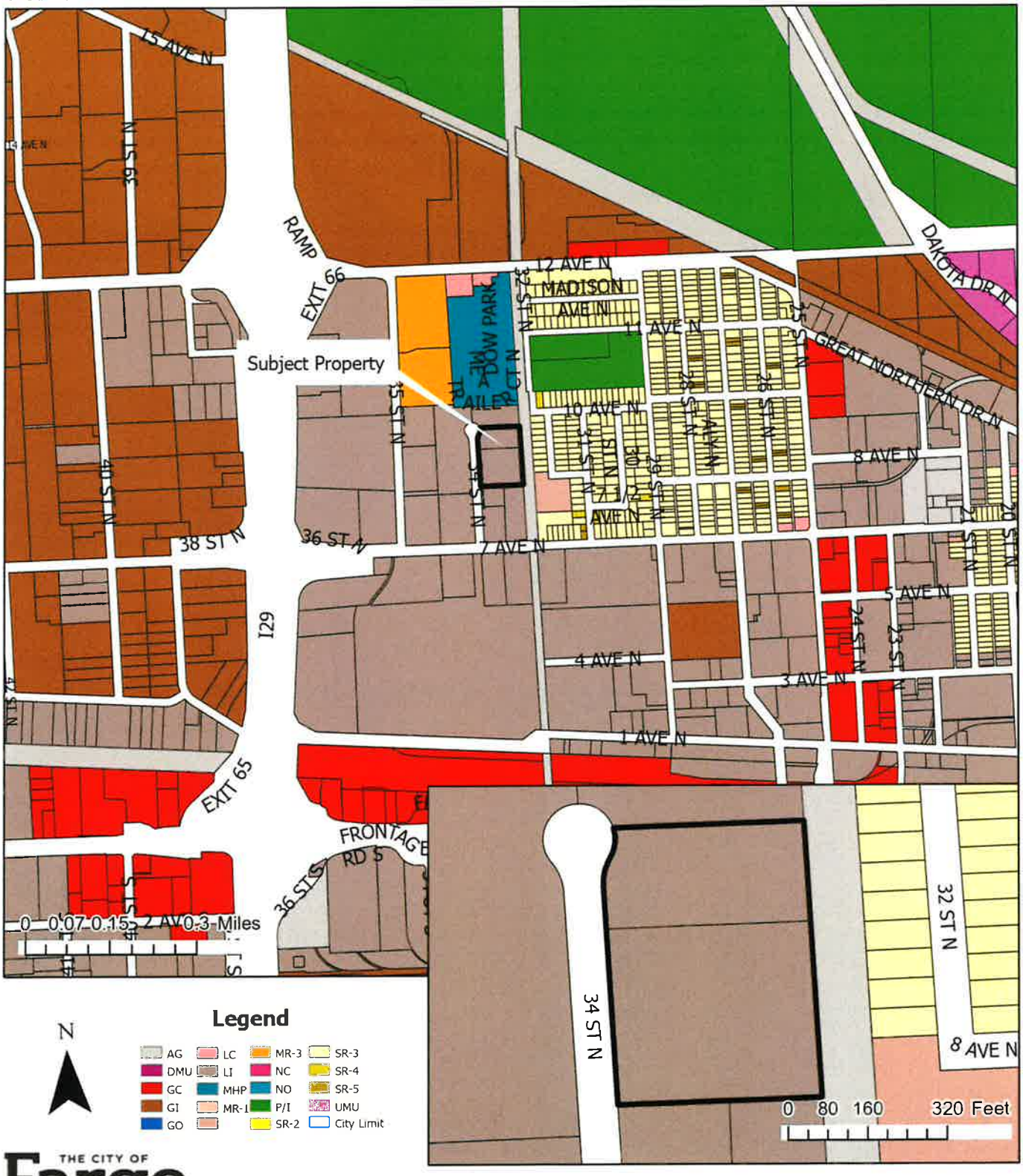
Attachments:

1. Zoning map
2. Location map
3. Preliminary plat

Minor Subdivision

RWA Third Addition

801, 845 & 909 34th Street North



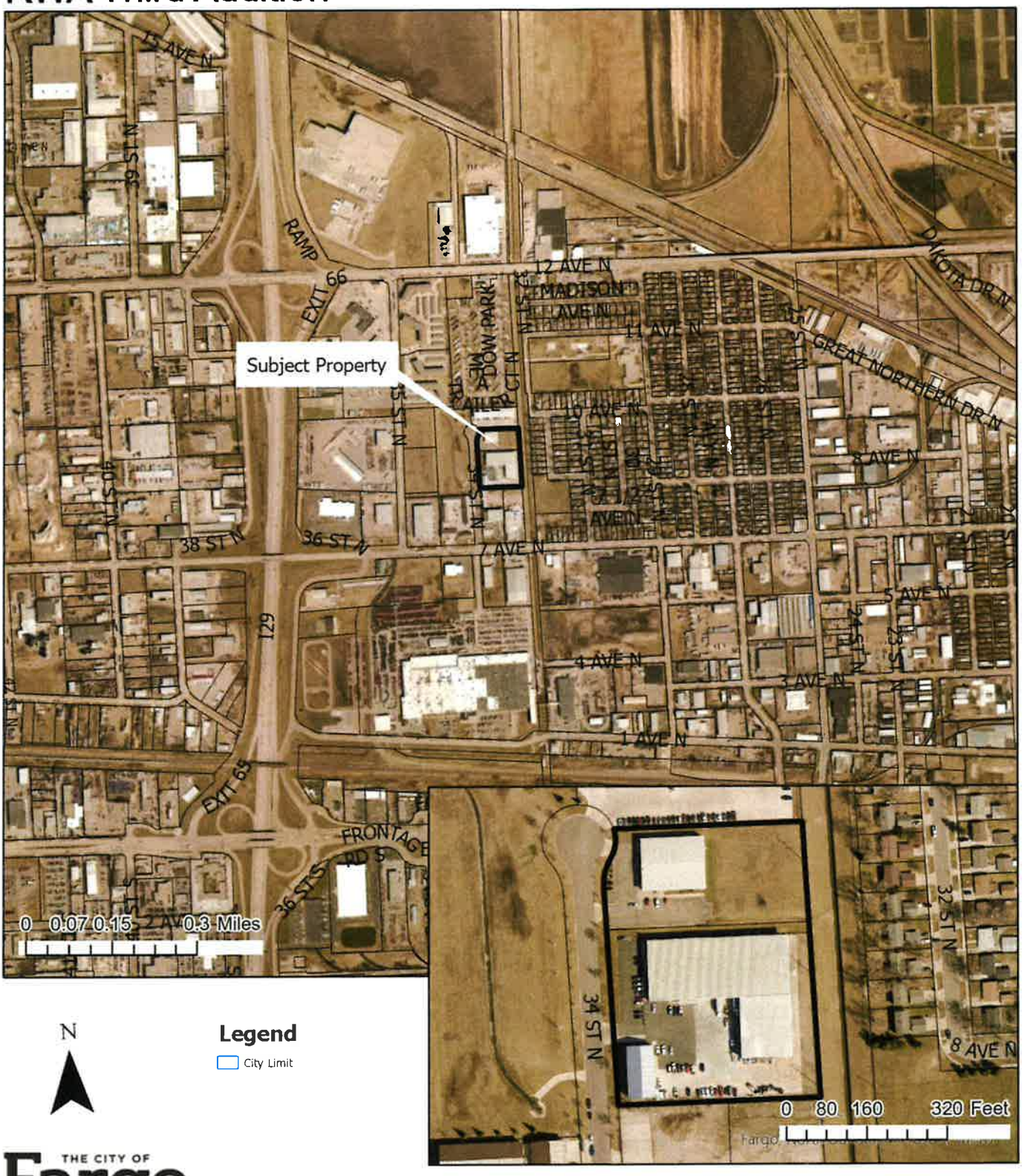
THE CITY OF Fargo FAR MORE

Fargo Planning Commission
June 2, 2026

Minor Subdivision

RWA Third Addition

801, 845 & 909 34th Street North



THE CITY OF Fargo FAR MORE

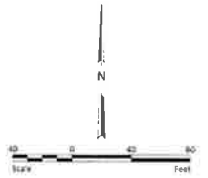
Fargo Planning Commission
June 2, 2026

RWA THIRD ADDITION

A MINOR SUBDIVISION
BEING A REPLAT OF LOTS 3 AND 4, BLOCK 1, REPLAT OF RWA ADDITION
TO THE CITY OF FARGO,
CASS COUNTY, NORTH DAKOTA



Curve Table					
Curve #	Length	Radius	Delta	Chord Direction	Chord Length
C1	60.32	100.00	34°33'39"	N13°30'41"E	59.41
C2	60.55	70.00	49°33'39"	N06°00'41"E	58.66



LEGEND

IRON MONUMENT FOUND	●
1/2" I.D. PIPE SET	○
MEASURED BEARING	N00°00'00"E
PLAT BEARING	(N00°00'00"E)
MEASURED DISTANCE	100.00'
PLAT DISTANCE	(100.00')
PLAT BOUNDARY	
NEW LOT LINE	
NEW UTILITY EASEMENT	
EXISTING LOT LINE	
EXISTING UTILITY EASEMENT	

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

HOUSTON ENGINEERING, INC.

H:\PROJECTS\6009\6009_ECS\FLAD\Final\6009_ECS7 RWA Third Addition.dwg

RWA THIRD ADDITION

A MINOR SUBDIVISION
BEING A REPLAT OF LOTS 3 AND 4, BLOCK 1, REPLAT OF RWA ADDITION
TO THE CITY OF FARGO,
CASS COUNTY, NORTH DAKOTA

OWNER'S CERTIFICATE

KNOW ALL PERSONS BY THESE PRESENTS: That Bullinger Enterprises, L L L P., a North Dakota limited liability limited partnership, is the owner and proprietor of the following described tract of land

Lots 3 and 4, Block 1, Replat of RWA Addition to the City of Fargo, Cass County, North Dakota

Said tract contains 5.064 acres, more or less

And that said party has caused the same to be surveyed and platted as **RWA THIRD ADDITION** to the City of Fargo, Cass County, North Dakota, and do hereby dedicate to the public, for public use, the watermain easement and fire access easement as shown on the plat, and do hereby dedicate to the owner of Lot 1 created by this plat, for private use, the 24' private access easement shown on the plat.

OWNER:
Bullinger Enterprises, L L L P., a North Dakota limited liability limited partnership

Michael J. Bullinger
General Partner

State of North Dakota)
) ss
County of Cass)

On this 11th day of September, 2026 before me, a notary public within and for said county and state, personally appeared Michael J. Bullinger, General Partner of Bullinger Enterprises, L L L P., a North Dakota limited liability limited partnership, to me known to be the person described in and who executed the foregoing instrument and acknowledged that he executed same on behalf of said limited liability limited partnership

Notary public

SURVEYOR'S CERTIFICATE AND ACKNOWLEDGEMENT

I, Patrick A. Johanneck, Professional Land Surveyor under the laws of the State of North Dakota, do hereby certify that this plat is a true and correct representation of the survey of said subdivision, that the monuments for the guidance of future surveys have been located or placed in the ground as shown

Dated this 2nd day of June, 2026

Patrick A. Johanneck, Professional Land Surveyor No. 41991

State of North Dakota)
) ss
County of Cass)

On this 2nd day of June, 2026 before me personally appeared Patrick A. Johanneck, Professional Land Surveyor, known to me to be the person who is described in and who executed the within instrument and acknowledged to me that he executed the same as his free act and deed

Notary Public

STEVEN M RANSOM
Notary Public
State of North Dakota
My Commission Expires July 17, 2027

CITY ENGINEER'S APPROVAL

Approved by the Fargo City Engineer this _____ day of _____, 20____

Tom Knakmuhs, PE, City Engineer

State of North Dakota)
) ss
County of Cass)

On this _____ day of _____, 20____ before me personally appeared Tom Knakmuhs, PE, Fargo City Engineer, known to me to be the person who is described in and who executed the within instrument and acknowledged to me that he executed the same as Fargo City Engineer

Notary Public _____

FARGO PLANNING COMMISSION APPROVAL

Approved by the City of Fargo Planning Commission this 2nd day of June, 2026

Maranda R. Tasa, Chair
Fargo Planning Commission

State of North Dakota)
) ss
County of Cass)

On this 2nd day of June, 2026, before me personally appeared Maranda R. Tasa, Chair, Fargo Planning Commission, known to me to be the person who is described in and who executed the within instrument and acknowledged to me that she executed the same on behalf of the Fargo Planning Commission

Notary Public

FARGO CITY COMMISSION APPROVAL

Approved by the Board of City Commissioners and ordered filed this _____ day of _____, 20____

Timothy J. Mahoney, Mayor

ATTEST
Angie Bear, Deputy Auditor on behalf of City Auditor

State of North Dakota)
) SS
County of Cass)

On this _____ day of _____, 20____ before me, a notary public within and for said county and state, personally appeared Timothy J. Mahoney and Angie Bear, known to me to be the persons described in and who executed the foregoing instrument and acknowledged that they executed the same as their free act and deed on behalf of the City of Fargo

Notary Public _____

HOUSTON ENGINEERING, INC

M:\RWA\6000\6009\6009_00\PLAT\PLAT\6009_00 RWA Third Addition.dwg

THE CITY OF Fargo FAR MORE | PUBLIC WORKS

FLEET MANAGEMENT, FORESTRY
STREETS & SEWERS
WATERMAINS & HYDRANTS
402 23rd Street North
Fargo, ND 58102
Phone: 701.241.1453 | Fax: 701.241.8100
FargoND.gov

21

October 1, 2026

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

RE: Service Body with Crane (PBC26313)

Commissioners:

City of Fargo Fleet Management is assisting the Water Reclamation Department in purchasing one service body with crane. The review committee, consisting of Jim Hausauer, Wayne Offerdahl and Tom HallGanje determined that leveraging a purchasing consortium would offer the best value and efficiency for this acquisition. Utilizing the cooperative purchasing contracts for purchasing specialized equipment has been very successful for the City of Fargo. We have been able to capitalize on significant cost savings over purchasing from the dealer networks.

The result by using the purchasing consortium is as follows:

Vendor:	**Price per unit:**
Bert's Truck Equipment	$119,965.10

Additionally, the review committee evaluated the proposal to ensure it met the required specifications. The Finance Department has approved the proposed purchase. For your reference and consideration, a proposal synopsis it attached. Funding for this project is included in the 2026 Water Reclamation Budget.

Our recommendation is to purchase one service body and crane through Bert's Truck Equipment utilizing Sourcewell contract number 091125-EEC, totaling $119,965.10. In addition, we would secure a six-year municipal lease through CapFirst Equipment Finance.

SUGGESTED MOTION:

Approve the recommendation for the purchase of one service body and crane from Bert's Truck Equipment utilizing Sourcewell Contract number 091125EEC, totaling $119,965.10 with a six- year municipal lease through CapFirst Equipment Finance. (PBC26313)

Respectfully Submitted,

Tom HallGanje
Fleet Purchasing Manager

THE CITY OF Fargo FAR MORE

PIGGYBACK PURCHASE REQUEST FORM (PBC)

Requested by:	Tom HallGanje	**Department:**	Water Reclamation
Date of Request:	9/29/2026	**Phone Number:**	701-241-1460
E-mail:	tganje@fargond.gov		
Dept Head Signature:		**Estimated Amount of Purchase:**	$119,965.10

Piggyback Purchase from a State or Cooperative Contract Requirement:

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

Product or Service description:

Stellar TMA Service Body/with crane

Provide source of existing State contract and Contract number:

Sourcewell # 091125-EEC

Is a Vendor contract required? Yes ☐ No ☐

Vendor Name:	Berts Truck Equipment				
Address:	3804 HWY 75 N				
City:	Moorhead	**State:**	MN	**Zip Code:**	56561-0336
Contact Person:	Wade Johnson	**Title:**	Sales		
Telephone:	218-233-8681	**Email:**	Wade@bertsonline.com		
Purchasing Manager Approval:					
Piggyback (PBC) Number:		PBC26313			

Berts Truck Equipment Of Mhd Inc

3804 HWY 75 N . PO BOX 336
MOORHEAD, MN 56561-0336
(218) 233-8681 . FAX (218) 291-1784
1-800-232-3787

Estimate E 12141
Date / /
Date Open 04/06/2026

Sold To : 241-1459 701

FARGO CITY CENTRAL GARAGE
402 23RD ST N

FARGO ND 58102 USA

Ship To :

Written By	Terms	Time	Customer Po #	Promised	Phone	Ship Via
WADE	CHG	11:36:28				

Unit #	Plate #	Year	Make	Model	Mileage/Hrs	VIN	Engine
2026			FORD	F550	0/0.0		

Qty	Description		Price	Amount
1.000	STLTMAX30K-9A STELLAR TMAX30K ALUMINUM SERVICE BODY 44" TALL COMPARTMENTS ADM MECH TRMAX 30K-09 ARSD 44IN AL SP W/LIFTGATE 2000# GALVANIZED FRAME AND PLATFORM PN 60927X POWER STRIP SURGE SUP 3+3 OUTLETS 15FT CORD *STELLAR SOURCEWELL # 091125-EEC*		26737.50	26737.50
1.000	STL24050X	MOUNTING KIT FOR TMAX 30K 9' - 60CA	930.00	930.00
1.000	STL114826X	20 GALLON HYDRAULIC BULKHEAD RESERVOIR - INSTALLED	2204.10	2204.10
1.000	STL116637AX SS1VF HEAVY DUTY ALUMINUM STYLE DRAWER SET 3-3" 3-5" 1-7"		2492.40	2492.40
1.000	STL98084X	SS1VF DRAWER LIGHTBAR FOR 28" WIDE - INSTALLED	148.80	148.80
1.000	STL98098AX	SSH DRAWER LIGHTBAR FOR 42" WIDE - INSTALLED	176.70	176.70
1.000	STL98075X	SSR DRAWER LIGHTBAR FOR 18" WIDE UNIT	148.80	148.80
1.000	STL34269AX	SSR HEAVY DUTY ALUMINUM DRAWER SET	2418.00	2418.00
1.000	STL116637AX CS1V - HEAVY DUTY ALUMINUM STYLE PULL HANDLE DRAWER SET 3-3" 3-5" 1-7"		2492.40	2492.40
1.000	STL98085X	CS1V DRAWER LIGHTBAR FOR 28" WIDE DRAWERS	148.80	148.80

ALL INVOICES PAID BY CREDIT CARD WILL HAVE AN ADDITIONAL 3% SURCHARGE.

ALL ESTIMATES ARE GOOD FOR 30 DAYS.

-NOTICE- THERE WILL BE A $30 FEE ON ALL RETURNED CHECKS.

ALL RETURN ITEMS MUST BE ACCOMPANIED BY THE ORIGINAL INVOICE.

This invoice is due 15 days after invoice date. A 1-1/2% service charge will be added to past due accounts.

Parts.....	115895.10
Labor.....	1320.00
Shop Supplies	50.00
Freight	2700.00

Authorized By

TOTAL

Continued

Berts
TRUCK EQUIPMENT OF MOORHEAD

Berts Truck Equipment Of Mhd Inc

3804 HWY 75 N . PO BOX 336
MOORHEAD, MN 56561-0336
(218) 233-8681 . FAX (218) 291-1784
1-800-232-3787

Estimate E 12141
Date / /
Date Open 04/06/2026

Sold To : 241-1459 701

FARGO CITY CENTRAL GARAGE
402 23RD ST N

FARGO ND 58102 USA

Ship To :

Written By	Terms	Time	Customer Po #	Promised	Phone	Ship Via
WADE	CHG	11:36:28				

Unit #	Plate #	Year	Make	Model	Mileage/Hrs	VIN	Engine
2026			FORD	F550	0/0.0		

Qty	Description		Price	Amount
1.000	STL139445X	CSH- STRUT MOUNTED SHELF WITH DIVIDERS	269.70	269.70
1.000	STL22519X	CS REAR - COVER ASSY FOR ROLLER HOLE	102.30	102.30
1.000	STL56805X	DRI DECK MAT KIT FOR COMPARTMENT FLOORS	799.80	799.80
1.000	STL17976X	120V GFCI OUTLET-INSTALLED	530.10	530.10
1.000	STL99963X	E-TRACK INSTALLED IN LOAD BED ON EA SIDE WITH 4 STRAPS	1078.80	1078.80
1.000	STL92741X	CAB GUARD - TMAX ALUMINUM SERIES BODY - 50"W X 16"H	967.20	967.20
1.000	STL101365X	LIFTGATE 2000# GALVANIZED FRAME AND PLATFORM	9467.40	9467.40
1.000	STL88357X	ADJUSTABLE BOOM SUPPORT - HEX BOOM	725.40	725.40
1.000	STL228726	TRAILER PLUG - 7 PIN ROUND	372.00	372.00
1.000	STL119753X	DEF FILL FOR FRONT OF BODY FOR FORD CHASSIS-INSTALLED	139.50	139.50
1.000	STL53136X	OUTRIGGERS - HYD IN /HYD OUT - UP/DOWN STABILIZER ASSY	6621.60	6621.60
1.000	STL140307X LED FLOOD LIGHTS FOR TMAX ALUMINUM BODY - HELLA - INSTALLED		232.50	232.50
1.000	STL141447X ENG CUSTOM LIGHT OPTION #3 ENGINEERED TO ORDER - LED COMPARTMENT LIGHTS		1506.60	1506.60

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Labor.....	1320.00
Shop Supplies	50.00
Freight	2700.00

Authorized By

TOTAL

Continued

Berts
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402 23RD ST N

FARGO ND 58102 USA

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Written By	Terms	Time	Customer Po #	Promised	Phone	Ship Via
WADE	CHG	11:36:28				

Unit #	Plate #	Year	Make	Model	Mileage/Hrs	VIN	Engine
2026			FORD	F550	0/0.0		

Qty	Description		Price	Amount
1.000	STL63890X	CHASSIS MOUNTED - 107 DB BACK UP ALARM	288.30	288.30
1.000	STL145307X	STELLAR REAR TAILLIGHTS FOR ALUMINUM BODIES EQUIPPED WITH SEQUENTIAL TURN SIGNALS, INTEGRATED STROBE LIGHTS AND ONE FLOOD LIGHT MOUNTED ON TOP OF EACH TAILLIGHT	372.00	372.00
1.000	STL149420X	FORD BACKUP CAMERA	279.00	279.00
1.000	STL98947X	STROBE LIGHTS - GRILL MOUNTED	1143.90	1143.90
1.000	STL62804X	AMBER LED CLASS 1 BEACON LIGHT - INSTALLED	446.40	446.40
1.000	STL85209X	LEAF SPRINGS INSTALLED CRANE SIDE OF FORD CHASSIS	818.40	818.40
1.000	STL75749X	TRUCK UPFITTER SWITCHES CONTROL PACKAGE	1227.60	1227.60
1.000	STL130822X	SPEED CONTROL KIT - FOR FORD CHASSIS 23 OR NEWER	1116.00	1116.00
1.000	STL88091X	CDTPLUS AND CDTPRO RADIO TRANSMITTER MOUNTING KIT	260.40	260.40
1.000	STL8150X	PTO FOR FORD AUTOMATIC TRANSMISSION	3264.30	3264.30
1.000	STL9022X	HYDRAULIC PUMP - SINGLE SECTION	1553.10	1553.10
1.000	STL127979X	PAINT - STELLAR WHITE PAINT	2176.20	2176.20
1.000	STL36317	SPRAY ON LINER LOAD BED WALLS AND FLOOR	1525.20	1525.20
1.000	STL138989	FIRE EXTINGUISHER - 10# W/STRUT MOUNTS - INSTALLED	241.80	241.80
1.000	STL5305X	ICC SAFETY KIT - EXTINGUISHER AND REFLECTOR KIT	288.30	288.30

ALL INVOICES PAID BY CREDIT CARD WILL HAVE AN ADDITIONAL 3% SURCHARGE.

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Parts.....	115895.10
Labor.....	1320.00
Shop Supplies	50.00
Freight	2700.00

Authorized By

TOTAL **Continued**

Berts Truck Equipment Of Mhd Inc

3804 HWY 75 N . PO BOX 336
MOORHEAD, MN 56561-0336
(218) 233-8681 . FAX (218) 291-1784
1-800-232-3787

Estimate E 12141
Date / /
Date Open 04/06/2026

Sold To : 241-1459 701

FARGO CITY CENTRAL GARAGE
402 23RD ST N

FARGO ND 58102 USA

Ship To :

Written By	Terms	Time	Customer Po #	Promised	Phone	Ship Via
WADE	CHG	11:36:28				

Unit #	Plate #	Year	Make	Model	Mileage/Hrs	VIN	Engine
2026			FORD	F550	0/0.0		

Qty	Description		Price	Amount
1.000	SLT50785	SPRAY ON BED LINER FOR FRONT OF SIDE PACK ONLY-BLACK	762.60	762.60
1.000	STL94707X STELLAR 6521 CRANE 6000LB, 21' HYDRAULIC REACH 35,000LB RATING 2 - HYDRAULIC EXTENSIONS CDT EQUIPPED PROPORTIONAL RADIO CONTROL		30345.90	30345.90
1.000	STL98572X CRANE BOOM TIP LIGHTS - GRAVITY ROTATING - DOUBLE LED LIGHT		995.10	995.10
1.000	FRTINCOMING	INCOMING FREIGHT & HANDLING	2700.00	2700.00
1.000	GOL30004ST	STRYKER LED, WHITE WITH WIRELESS HANDHELD REMOTE	680.00	680.00
1.000	BUYB1018LSP	MUD FLAP,PER PAIR	30.00	30.00
1.000	LUV415078-401734	GRIP STEPS W/BRKTS, FORD SD SUPERCAB 2020 & UP	650.00	650.00
1.000	BUYB2436SPC	MUD FLAP, 24" x 36" x 1/2" BERTS - PR	80.00	80.00
1.000	STL44579X	STELLAR JOBSITE BOX - 48" X 24" D 28" H - INSTALLED	1106.70	1106.70
1.000	STL70582X	OXY- ACET VENT COVER - 4" X 7.5" - INSTALLED	111.60	111.60
1.000	STL142126X ENG CUSTOM OPTION #4 COMPARTMENT RISER ACC RAIL - SS1VF		251.10	251.10
1.000	STL142000X ENG CUSTOM OPTION #5 3000W SAMLEX INVERTER W/ RAIL MOUNT - SS1VF		2641.20	2641.20

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Labor.....	1320.00
Shop Supplies	50.00
Freight	2700.00

Authorized By

TOTAL

Continued

Berts
TRUCK EQUIPMENT OF MOORHEAD

Berts Truck Equipment Of Mhd Inc

3804 HWY 75 N . PO BOX 336
MOORHEAD, MN 56561-0336
(218) 233-8681 . FAX (218) 291-1784
1-800-232-3787

Estimate E 12141
Date / /
Date Open 04/06/2026

Page: 5 of 5

Sold To : 241-1459 701

FARGO CITY CENTRAL GARAGE
402 23RD ST N

FARGO ND 58102 USA

Ship To :

Written By	Terms	Time	Customer Po #	Promised	Phone	Ship Via
WADE	CHG	11:36:28				

Unit #	Plate #	Year	Make	Model	Mileage/Hrs	VIN	Engine
2026			FORD	F550	0/0.0		

Qty	Description	Price	Amount
1.000	STL90627TPX ENG CUSTOM UNIVERSAL OPTION #3 CHASSIS PREP KIT FOR INVERTER	1088.10	1088.10
1.000	STL116651AX SS HORIZONTAL HEAVY-DUTY ALUMINUM DRAWER SET - 3-3" DRAWERS	1441.50	1441.50
	Work Requested : FORD FRONT MUDFLAPS Work Completed :		165.00
	Work Requested : RUNNING BOARDS Work Completed :		330.00
	Work Requested : GO LIGHT Work Completed :		825.00
	Work Requested : STELLAR SOURCEWELL# 091125-EEC Work Completed :		

ALL INVOICES PAID BY CREDIT CARD WILL HAVE AN ADDITIONAL 3% SURCHARGE.

ALL ESTIMATES ARE GOOD FOR 30 DAYS.

-NOTICE- THERE WILL BE A $30 FEE ON ALL RETURNED CHECKS.

ALL RETURN ITEMS MUST BE ACCOMPANIED BY THE ORIGINAL INVOICE.

This invoice is due 15 days after invoice date. A 1-1/2% service charge will be added to past due accounts.

Parts.....	115895.10
Labor.....	1320.00
Shop Supplies	50.00
Freight	2700.00
TOTAL	**119965.10**

Authorized By



3266 Oak Ridge Loop E
West Fargo, ND 58078

October 15, 2026

City of Fargo, North Dakota
225 4th St N
Fargo, ND 58102

RE: Lease with Option to Purchase Agreement No. 40006670

Dear Mr. Boschee:

Enclosed please find the following documentation for this lease:

- Invoice for Advance Payment and Documentation Fee
- Lease with Option to Purchase Agreement No. 40006670
- Exhibit A - Equipment Description
- Exhibit B - Rental Payments
- Exhibit C - Certificate of Acceptance
- Exhibit D - Resolution
- Insurance Coverage Information
  Please fill in the name and address of your insurance agent where indicated. It is important that you request a certificate of insurance be forwarded to our office just as soon as possible.
- Certificate of Incumbency
- 8038-G -- We will take care of filing this form with the IRS. Please sign both originals where indicated in **blue ink**.

Please sign and seal all documents where indicated and return all of the executed documents to my attention. You can reach me at (701) 639-7209 if you have any other questions pertaining to the documentation. Thank you.

Sincerely,
CapFirst Equipment Finance, Inc.

David Suppes
President

CAPFIRST
EQUIPMENT FINANCE

3266 Oak Ridge Loop E
West Fargo, ND 58078

INVOICE

Advance Payment

Invoice#:

Invoice Date: 10/15/2026

Remit To:

CapFirst Equipment Finance, Inc.
3266 Oak Ridge Loop E
West Fargo, ND 58078

Invoice to:

City of Fargo, North Dakota
Attn: Tanner S.
Fargo, ND 58102

LEASE#	**AMOUNT**
40006670	
First Advance Payment:	**$30,000.00**
Documentation Fee	$300.00
Total Amount Due:	**$30,300.00**

LEASE WITH OPTION TO PURCHASE AGREEMENT NO. 40006670

Between

CapFirst Equipment Finance, Inc.

As Lessor

and

CITY OF FARGO, NORTH DAKOTA

As Lessee

Dated as of October 15, 2026

THIS LEASE WITH OPTION TO PURCHASE AGREEMENT dated as of 10/15/2026 (the Lease), by and between CapFirst Equipment Finance, Inc., a corporation duly organized and existing under the laws of the state of North Dakota as lessor ("Lessor") whose address is 3266 Oak Ridge Loop E West Fargo, ND 58078; and City of Fargo, North Dakota a political subdivision of the state of North Dakota as lessee ("Lessee"), whose address is Attn: Tanner S., Fargo, ND 58102;

WITNESSETH:

WHEREAS, Lessee is authorized by law to acquire such items of personal property as are needed to carry out its governmental functions, and to acquire such personal property by entering into lease with option to purchase agreements; and

WHEREAS, Lessee has determined that it is necessary for it to acquire under this Lease certain items of personal property described herein as Equipment; and

WHEREAS, Lessor is willing to acquire such items of Equipment and to lease them to Lessee pursuant to this Lease;

NOW THEREFORE, in the joint and mutual exercise of their powers, and in consideration of the mutual covenants herein contained, the parties hereto recite and agree as follows:

ARTICLE I

DEFINITIONS AND EXHIBITS

Section 1.1. Definitions. Unless the context otherwise requires, the terms defined in this Section shall, for all purposes of this Lease, have the meanings herein specified.

Contractor: Each of the manufacturers or vendors from whom Lessee (or Lessor at Lessee's request) has ordered or will order or with whom Lessee (or Lessor at Lessee's request) has contracted or will contract for the manufacture, delivery and/or installation of the Equipment.

Equipment: The personal property described in the attached Exhibit A which is being leased with option to purchase by Lessee pursuant to this Lease.

Fiscal Year: The twelve month fiscal period of Lessee which commences on January 1st in every year and ends on the following December 31st.

Independent Counsel: An attorney duly admitted to the practice of law before the highest court of the State who is not a full-time employee of Lessor or Lessee.

Interest: The portion of any Rental Payment designated as and comprising interest as shown in the attached Exhibit B.

Net Proceeds: Any insurance proceeds or condemnation award, paid with respect to the Equipment, remaining after payment there from of all expenses incurred in the collection thereof.

Non-appropriation: The failure of City of Fargo, North Dakota to appropriate money for any Fiscal Year of Lessee sufficient for the continued performance of this Lease by Lessee, as evidenced by the passage of an ordinance or resolution specifically prohibiting Lessee from performing its obligations under this Lease, and from using any moneys to pay the Rental Payments due under this Lease for a designated Fiscal Year and all subsequent Fiscal Years.

Payment Date: The date upon which any Rental Payment is due and payable as provided in Exhibit B.

Permitted Encumbrances: As of any particular time: (i) liens for taxes and assessments not then delinquent, or which Lessee may, pursuant to the provisions of Section 7.3 hereof, permit to remain unpaid, (ii) this Lease and amendments hereto, (iii) Lessor's interest in the Equipment, and (iv) any mechanic's, laborer's,

materialmen's, supplier's or vendor's lien or right not filed or perfected in the manner prescribed by law, other than any lien arising through a Contractor or which Lessee may, pursuant to Article VIII hereof, permit to remain unpaid.

Principal: The portion of any Rental Payment designated as principal in the attached Exhibit B.

Purchase Option Price: With respect to the Equipment, as of the Payment Dates specified in the attached Exhibit B, the amount so designated and set forth opposite each such date in the attached Exhibit B.

Rental Payment: The payment due from Lessee to Lessor on each Payment Date during the Term of this Lease, as shown on Exhibit B.

Specifications: The bid specifications and/or purchase order pursuant to which Lessee has ordered the Equipment from a Contractor.

State: The State of North Dakota.

State and Federal Law or Laws: The Constitution and any law of the State and any charter, ordinance, rule or regulation of any agency or political subdivision of the State; and any law of the United States, and any rule or regulation of any federal agency.

Term of this Lease or Lease Term: The period during which this Lease is in effect as specified in Section 4.1.

Section 1.2. Exhibits.

The following Exhibits are attached to and by reference made a part of this Lease:

Exhibit A: A description of the Equipment being leased by Lessee pursuant to this Lease, including the serial number thereof which shall be inserted when available.

Exhibit B: A schedule indicating the date and amount of each Rental Payment coming due during the Lease Term, the amount of each Rental Payment comprising Principal and Interest, and the price at which Lessee may exercise its option to purchase Lessor's interest in the Equipment in accordance with Article X. The due date of each Rental Payment shall be inserted on Exhibit B by Lessor when available.

Exhibit C: A Certificate of Acceptance of Lessee indicating that the Equipment has been delivered and installed in accordance with the Specifications, and has been accepted by Lessee, the date on which Rental Payments shown in Exhibit B shall commence, and that certain other requirements have been met by Lessee.

Exhibit D: A form of resolution of the governing body of Lessee relating to the Lease and certain federal tax matters.

ARTICLE II

REPRESENTATIONS, COVENANTS AND WARRANTIES

Section 2.1. Representations, Covenants and Warranties of Lessee. Lessee represents, covenants and warrants as follows:

(a) Lessee is a political subdivision of the State, duly organized and existing under the Constitution and laws of the State.

(b) Lessee is authorized under the Constitution and laws of the State to enter into this Lease and the transactions contemplated hereby, and to perform all of its obligations hereunder.

(c) The officer of Lessee executing this Lease has been duly authorized to execute and deliver this Lease under the terms and provisions of a resolution of Lessee's governing body, or by other appropriate official action.

(d) In authorizing and executing this Lease, Lessee has complied with all public bidding and other State and Federal Laws applicable to this Lease and the acquisition of the Equipment by Lessee.

(e) Lessee will not pledge, mortgage or assign this Lease, or its duties and obligations hereunder to any other person, firm or corporation except as provided under the terms of this Lease.

(f) Lessee will use the Equipment during the Lease Term only to perform the essential governmental functions needed by City of Fargo, North Dakota.

(g) Lessee will take no action that would cause the Interest portion of the Rental Payments to become includible in gross income of the recipient for federal income tax purposes under the Internal Revenue Code of 1986 (the Code) and Treasury Regulations promulgated thereunder (the Regulations), and Lessee will take and will cause its officers, employees and agents to take all affirmative actions legally within its power necessary to ensure that the Interest portion of the Rental Payments does not become includible in gross income of the recipient for federal income tax purposes under the Code and Regulations.

(h) Upon delivery and installation of the Equipment, Lessee will provide to Lessor a completed and executed copy of the Certificate of Acceptance attached hereto as Exhibit C.

(i) Lessee will cause a resolution substantially in the form attached hereto as Exhibit D to be adopted by its governing body.

(j) Lessee will submit to the Secretary of the Treasury an information reporting statement at the time and in the form required by the Code and the Regulations.

Section 2.2. Representations, Covenants and Warranties of Lessor. Lessor represents, covenants and warrants as follows:

(a) Lessor is a corporation duly organized, existing and in good standing under and by virtue of the laws of the state of North Dakota, and is duly qualified and in good standing as a domestic corporation authorized to transact business in the State; has power to enter into this Lease; is possessed of full power to own and hold real and personal property, and to lease the same; and has duly authorized the execution and delivery of this Lease.

(b) Neither the execution and delivery of this Lease, nor the fulfillment of or compliance with the terms and conditions thereof, nor the consummation of the transactions contemplated thereby, conflicts with or results in a breach of the terms, conditions or provisions of any restriction or any agreement or instrument to which Lessor is now a party or by which Lessor is bound, constitutes a default under any of the foregoing, or results in the creation or imposition of any lien, charge or encumbrance whatsoever upon any of the property or assets of Lessor, or upon the Equipment except Permitted Encumbrances.

ARTICLE III

LEASE OF EQUIPMENT

Section 3.1. Lease. Lessor hereby leases the Equipment to Lessee, and Lessee hereby leases the Equipment from Lessor, upon the terms and conditions set forth in this Lease.

Section 3.2. Possession and Enjoyment. Lessor hereby covenants to provide Lessee during the Term of this Lease with the quiet use and enjoyment of the Equipment, and Lessee shall during the Term of this Lease peaceably and quietly have and hold and enjoy the Equipment, without suit, trouble or hindrance from Lessor, except as expressly set forth in this Lease. Lessor will, at the request of Lessee and at Lessee's cost, join in any legal action in which Lessee asserts its right to such possession and enjoyment to the extent Lessor lawfully may do so.

Section 3.3. Lessor Access to Equipment. The Lessee agrees that Lessor shall have the right at all reasonable times to examine and inspect the Equipment. Lessee further agrees that Lessor shall have such rights of access to the Equipment as may be reasonably necessary to cause the proper maintenance of the Equipment in the event of failure by Lessee to perform its obligations hereunder.

ARTICLE IV

TERM OF LEASE

Section 4.1. Lease Term. This Lease shall be in effect for a Term commencing upon its date of execution and ending as provided in Section 4.5.

Section 4.2. Termination by Lessee. In the sole event of Non-appropriation, Lessee shall have the right to terminate this Lease, in whole but not in part, at the end of any Fiscal Year of Lessee, in the manner and subject to the terms specified in this Section and Section 4.4. Lessee may effect such termination by giving Lessor a written notice of termination and by paying to Lessor any Rental Payments and other amounts which are due and have not been paid at or before the end of its then current Fiscal Year. Lessee shall endeavor to give notice of termination not less than sixty (60) days prior to the end of such Fiscal Year, and shall notify Lessor of any anticipated termination. In the event of termination of this Lease as provided in this Section, Lessee shall deliver possession of the Equipment to Lessor in accordance with Section 12.3, and shall convey to Lessor or release its interest in the Equipment within ten (10) days after the termination of this Lease.

Section 4.3. Intent to Continue Lease Term; Appropriations. Lessee presently intends to continue this Lease for its entire Term and to pay all Rental Payments specified in Exhibit B. The officer of Lessee responsible for preparation of Lessee's budget shall include in the budget request for each Fiscal Year the Rental Payments to become due in such Fiscal Year, and shall use all reasonable and lawful means available to secure the appropriation of money for such Fiscal Year sufficient to pay the Rental Payments coming due therein. Lessee reasonably believes that moneys in an amount sufficient to make all such Rental Payments can and will lawfully be appropriated and made available for this purpose.

Section 4.4. Effect of Termination. Upon termination of this Lease as provided in Section 4.2, Lessee shall not be responsible for the payment of any additional Rental Payments coming due with respect to succeeding Fiscal Years, but if Lessee has not delivered possession of the Equipment to Lessor in accordance with Section 12.3 and conveyed to Lessor or released its interest in the Equipment within ten (10) days after the termination of this Lease, the termination shall nevertheless be effective, but Lessee shall be responsible for the payment of damages in an amount equal to the amount of the Rental Payments thereafter coming due under Exhibit B which are attributable to the number of days after such ten (10) day period during which Lessee fails to take such actions and for any other loss suffered by Lessor as a result of Lessee's failure to take such actions as required.

Section 4.5. Termination of Lease Term. The Term of this Lease will terminate upon the occurrence of the first of the following events:

(a) the termination thereof by Lessee in accordance with Section 4.2;

(b) the exercise by Lessee of its option to purchase Lessor's interest in the Equipment pursuant to Article X;

(c) a default by Lessee and Lessor's election to terminate this Lease pursuant to Article XII; or

(d) the payment by Lessee of all Rental Payments and other amounts authorized or required to be paid by Lessee hereunder.

ARTICLE V

RENTAL PAYMENTS

Section 5.1. Rental Payments. Lessee agrees to pay Rental Payments during the Term of this Lease, in the amounts and on the dates specified in Exhibit B. All Rental Payments shall be paid to Lessor at its offices at the address specified in the first paragraph of this Lease, or to such other person or entity to which Lessor has assigned such Rental Payments as specified in Article XI, at such place as such assignee may from time to time designate by written notice to Lessee. Lessee shall pay the Rental Payments exclusively from moneys legally available therefor, in lawful money of the United States of America, to Lessor or, in the event of assignment of the right to receive Rental Payments by Lessor, to its assignee. Interest shall accrue from the first day of the calendar month in which the Certificate of Acceptance is executed.

Section 5.2. Current Expense. The obligations of Lessee under this Lease, including its obligation to pay the Rental Payments due with respect to the Equipment, in any Fiscal Year for which this Lease is in effect, shall constitute a current expense of Lessee for such Fiscal Year and shall not constitute an indebtedness of Lessee within the meaning of the Constitution and laws of the State. Nothing herein shall constitute a pledge by Lessee of any taxes or other moneys, other than moneys lawfully appropriated from time to time by or for the benefit of Lessee in the annual budget and the proceeds or Net Proceeds of the Equipment, to the payment of any Rental Payment or other amount coming due hereunder.

Section 5.3. Interest Component. A portion of each Rental Payment is paid as and represents the payment of Interest. Exhibit B sets forth the Interest component of each Rental Payment.

Section 5.4. Rental Payments to be Unconditional. Except as provided in Section 4.2, the obligation of Lessee to make Rental Payments or any other payments required hereunder shall be absolute and unconditional in all events. Notwithstanding any dispute between Lessee and Lessor or any other person, Lessee shall make all Rental Payments and other payments required hereunder when due and shall not withhold any Rental Payment or other payment pending final resolution of such dispute nor shall Lessee assert any right of set-off or counterclaim against its obligation to make such Rental Payments or other payments required under this Lease. Lessee's obligation to make Rental Payments or other payments during the Lease Term shall not be abated through accident or unforeseen circumstances. However, nothing herein shall be construed to release Lessor from the performance of its obligations hereunder; and if Lessor should fail to perform any such obligation, Lessee may institute such legal action against Lessor as Lessee may deem necessary to compel the performance of such obligation or to recover damages therefor.

ARTICLE VI

INSURANCE AND NEGLIGENCE

Section 6.1. Liability Insurance. Upon receipt of possession of the Equipment, Lessee shall take such measures as may be necessary to ensure that any liability for injuries to or death of any person or damage to or loss of property arising out of or in any way relating to the condition or the operation of the Equipment or any part thereof, is covered by a blanket or other general liability insurance policy maintained by Lessee. The Net Proceeds of all such insurance shall be applied toward extinguishment or satisfaction of the liability with respect to which any Net Proceeds may be paid.

Section 6.2. Property Insurance. Upon receipt of possession of the Equipment, Lessee shall have and assume the risk of loss with respect thereto. Lessee shall procure and maintain continuously in effect during the Term of this Lease, all-risk insurance, subject only to the standard exclusions contained in the policy, in such amount as will be at least sufficient so that a claim may be made for the full replacement cost of any part thereof damaged or destroyed and to pay the applicable Purchase Option Price of the Equipment. Such insurance may be provided by a rider to an existing policy or under a separate policy. Such insurance may be written with customary deductible amounts. The Net Proceeds of insurance required by this Section shall be applied to the prompt repair, restoration or replacement of the Equipment, or to the purchase of the Equipment, as provided in Section 6.6. Any Net Proceeds not needed for those purposes shall be paid to Lessee.

Section 6.3. Worker's Compensation Insurance. If required by State law, Lessee shall carry worker's compensation insurance covering all employees on, in, near or about the Equipment, and upon request, shall furnish to Lessor certificates evidencing such coverage throughout the Term of this Lease.

Section 6.4. Requirements For All Insurance. All insurance policies (or riders) required by this Article shall be taken out and maintained with responsible insurance companies organized under the laws of one of

the states of the United States and qualified to do business in the State; and shall contain a provision that the insurer shall not cancel or revise coverage thereunder without giving written notice to the insured parties at least ten (10) days before the cancellation or revision becomes effective. All insurance policies or riders required by Sections 6.1 and 6.2 shall name Lessee and Lessor as insured parties, and any insurance policy or rider required by Section 6.3 shall name Lessee as insured party. Lessee shall deposit with Lessor policies (and riders) evidencing any such insurance procured by it, or a certificate or certificates of the respective insurers stating that such insurance is in full force and effect. Before the expiration of any such policy (or rider), Lessee shall furnish to Lessor evidence that the policy has been renewed or replaced by another policy conforming to the provisions of this Article, unless such insurance is no longer obtainable in which event Lessee shall notify Lessor of this fact.

Section 6.5. Lessee's Negligence. Lessee assumes all risks and liabilities, whether or not covered by insurance, for loss or damage to the Equipment and for injury to or death of any person or damage to any property, whether such injury or death be with respect to agents or employees of Lessee or of third parties, and whether such property damage be to Lessee's property or the property of others, which is proximately caused by the negligent conduct of Lessee, its officers, employees and agents. Lessee hereby assumes responsibility for and agrees to reimburse Lessor for all liabilities, obligations, losses, damages, penalties, claims, actions, costs and expenses (including reasonable attorney's fees) of whatsoever kind and nature, imposed on, incurred by or asserted against Lessor that in any way relate to or arise out of a claim, suit or proceeding based in whole or in part upon the negligent conduct of Lessee, its officers, employees and agents, to the maximum extent permitted by law.

Section 6.6. Damage to or Destruction of Equipment. If after delivery of the Equipment to Lessee all or any part of the Equipment is lost, stolen, destroyed or damaged beyond repair, Lessee shall as soon as practible after such event either: (i) replace the same at Lessee's sole cost and expense with equipment of equal or greater value to the Equipment immediately prior to the time of the loss occurrence, such replacement equipment to be subject to Lessor's reasonable approval, whereupon such replacement shall be substituted in this Lease by appropriate endorsement; or (ii) pay the applicable Purchase Option Price of the Equipment as set forth in Exhibit B. Lessee shall notify Lessor of which course of action it will take within fifteen (15) days after the loss occurrence. If Lessee fails or refuses to notify Lessor within the required period, Lessor may, at its option, declare the applicable Purchase Option Price of the Equipment set forth in Exhibit B immediately due and payable, and Lessee shall be obligated to pay the same. The Net Proceeds of all insurance payable with respect to the Equipment shall be available to Lessee and shall be used to discharge Lessee's obligation under this Section. On payment of the Purchase Option Price, this Lease shall terminate and Lessee thereupon shall become entitled to the Equipment AS IS, WITHOUT WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE OR FITNESS FOR THE USE CONTEMPLATED BY LESSEE, except that the Equipment shall not be subject to any lien or encumbrance created by or arising through Lessor.

ARTICLE VII

OTHER OBLIGATIONS OF LESSEE

Section 7.1. Use; Permits. Lessee shall exercise due care in the installation, use, operation and maintenance of the Equipment, and shall not install, use, operate or maintain the Equipment improperly, carelessly, in violation of any State and Federal Law or for a purpose or in a manner contrary to that contemplated by this Lease. Lessee shall obtain all permits and licenses necessary for the installation, operation, possession and use of the Equipment. Lessee shall comply with all State and Federal Laws applicable to the installation, use, possession and operation of the Equipment, and if compliance with any such State and Federal Law requires changes or additions to be made to the Equipment, such changes or additions shall be made by Lessee at its expense.

Section 7.2. Maintenance of Equipment by Lessee. Lessee shall, at its own expense, maintain, preserve and keep the Equipment in good repair, working order and condition, and shall from time to time make all repairs and replacements necessary to keep the Equipment in such condition. Lessor shall have no responsibility for any of these repairs or replacements.

Section 7.3. Taxes, Other Governmental Charges and Utility Charges. Except as expressly limited by this Section, Lessee shall pay all taxes and other charges of any kind which are at any time lawfully assessed or levied against or with respect to the Equipment, the Rental Payments or any part thereof, or which become due during the Term of this Lease, whether assessed against Lessee or Lessor. Lessee shall also pay when due all gas, water, steam, electricity, heat, power, telephone, and other charges incurred in the operation,

maintenance, use, occupancy and upkeep of the Equipment, and all special assessments and charges lawfully made by any governmental body for public improvements that may be secured by a lien on the Equipment; provided that with respect to special assessments or other governmental charges that may lawfully be paid in installments over a period of years, Lessee shall be obligated to pay only such installments as are required to be paid during the Term of this Lease as and when the same become due. Lessee shall not be required to pay any federal, state or local income, inheritance, estate, succession, transfer, gift, franchise, gross receipts, profit, excess profit, capital stock, corporate, or other similar tax payable by Lessor, its successors or assigns, unless such tax is made in lieu of or as a substitute for any tax, assessment or charge which is the obligation of Lessee under this Section.

Lessee may, at its own expense and in its own name, in good faith contest any such taxes, assessments, utility and other charges and, in the event of any such contest, may permit the taxes, assessments, utility or other charges so contested to remain unpaid during the period of such contest and any appeal therefrom unless Lessor shall notify Lessee that, in the opinion of Independent Counsel, by nonpayment of any such items the interest of Lessor in the Equipment will be materially endangered or the Equipment or any part thereof will be subject to loss or forfeiture, in which event Lessee shall promptly pay such taxes, assessments, utility or other charges or provide Lessor with full security against any loss which may result from nonpayment, in form satisfactory to Lessor.

Section 7.4. Advances. If Lessee shall fail to perform any of its obligations under this Article, Lessor may, but shall not be obligated to, take such action as may be necessary to cure such failure, including the advancement of money, and Lessee shall be obligated to repay all such advances on demand, with interest at the rate of 18% per annum or the maximum rate permitted by law, whichever is less, from the date of the advance to the date of repayment.

ARTICLE VIII

TITLE

Section 8.1. Title. During the Term of this Lease, and so long as Lessee is not in default under Article XII, legal title to the Equipment and any and all repairs, replacements, substitutions and modifications to it shall be in Lessee. Upon termination of this Lease for any of the reasons specified in Section 4.5, Clauses (a) and (c), full and unencumbered legal title to the Equipment shall pass to Lessor, and Lessee shall have no further interest therein. In either of such events, Lessee shall execute and deliver to Lessor such documents as Lessor may request to evidence the passage of legal title to the Equipment to Lessor and the termination of Lessee's interest therein, and upon request by Lessor shall deliver possession of the Equipment to Lessor in accordance with Section 12.3. Upon termination of this Lease for any of the reasons specified in Section 4.5, Clauses (b) and (d), Lessor's security or other interest in the Equipment shall terminate, and Lessor shall execute and deliver to Lessee such documents as Lessee may request to evidence the termination of Lessor's security or other interest in the Equipment.

Section 8.2. Security Interest. Lessor shall have and retain a security interest under the Uniform Commercial Code in the Equipment, the proceeds thereof and all repairs, replacements, substitutions and modifications thereto or thereof made pursuant to Section 8.5, in order to secure Lessee's payment of all Rental Payments due during the Term of this Lease and the performance of all other obligations herein to be performed by Lessee. If any portion of the Equipment shall constitute a vehicle, Lessor shall have authority, upon filing the manufacturer's certificate of origin for such Equipment, to require the notation of Lessor's security interest on any applicable records and the certificate of title for such Equipment. Lessee will join with Lessor in executing such financing statements or other documents and will perform such acts as Lessor may request to establish and maintain a valid security interest in the Equipment. If requested by Lessor, Lessee shall conspicuously mark the Equipment with appropriate lettering, labels or tags, and maintain such markings during the Term of this Lease, so as clearly to disclose Lessor's security interest in the Equipment.

Section 8.3. Liens. During the Term of this Lease, Lessee shall not, directly or indirectly, create, incur, assume or suffer to exist any mortgage, pledge, lien, charge, encumbrance or claim on or with respect to the Equipment, other than the respective rights of Lessor and Lessee as herein provided and Permitted Encumbrances. Except as expressly provided in Section 7.3 and this Article, Lessee shall promptly, at its own expense, take such action as may be necessary duly to discharge or remove any such mortgage, pledge, lien, charge, encumbrance or claim if the same shall arise at any time. Lessee shall reimburse Lessor for any expense incurred by Lessor in order to discharge or remove any such mortgage, pledge, lien, charge, encumbrance or claim.

Section 8.4. Installation of Lessee's Equipment. Lessee may at any time and from time to time, in its sole discretion and at its own expense, install other items of equipment in or upon the Equipment, which items shall be identified by tags or other symbols affixed thereto as property of Lessee. All such items so identified shall remain the sole property of Lessee, in which Lessor shall have no interest, and may be modified or removed by Lessee at any time provided that Lessee shall repair and restore any and all damage to the Equipment resulting from the installation, modification or removal of any such items. Nothing in this Lease shall prevent Lessee from purchasing items to be installed pursuant to this Section under a conditional sale or lease with option to purchase contract, or subject to a vendor's lien or security agreement, as security for the unpaid portion of the purchase price thereof, provided that no such lien or security interest shall attach to any part of the Equipment.

Section 8.5. Modification of Equipment. Lessee shall, at its own expense, have the right to make repairs to the Equipment, and to make repairs, replacements, substitutions and modifications to all or any of the parts thereof. All such work and any part or component used or installed to make a repair or as a replacement, substitution or modification, shall thereafter comprise part of the Equipment and be subject to the provisions of this Lease. Such work shall not in any way damage the Equipment or cause it to be used for purposes other than those authorized under the provisions of State and Federal Law or those contemplated by this Lease; and the Equipment, upon completion of any such work shall be of a value which is not less than the value of the Equipment immediately prior to the commencement of such work. Any property for which a replacement or substitution is made pursuant to this Section may be disposed of by Lessee in such manner and on such terms as are determined by Lessee. Lessee will not permit any mechanic's or other lien to be established or remain against the Equipment for labor or materials furnished in connection with any repair, replacement, substitution or modification made by Lessee pursuant to this Section; provided that if any such lien is established and Lessee shall first notify Lessor of Lessee's intention to do so, Lessee may in good faith contest any lien filed or established against the Equipment, and in such event may permit the items so contested to remain undischarged and unsatisfied during the period of such contest and any appeal therefrom unless Lessor shall notify Lessee that, in the opinion of Independent Counsel, by nonpayment of any such item the interest of Lessor in the Equipment will be materially endangered or the Equipment or any part thereof will be subject to loss or forfeiture, in which event Lessee shall promptly pay and cause to be satisfied and discharged all such unpaid items or provide Lessor with full security against any such loss or forfeiture, in form satisfactory to Lessor. Lessor will cooperate fully with Lessee in any such contest, upon the request and at the expense of Lessee.

Section 8.6. Personal Property. The Equipment is and shall at all times be and remain personal property notwithstanding that the Equipment or any part thereof may be or hereafter become in any manner affixed or attached to or embedded in or permanently rested upon real property or any building thereon or attached in any manner to what is permanent by means of cement, plaster, nails, bolts, screws or otherwise.

ARTICLE IX

WARRANTIES

Section 9.1. Selection of Equipment. The Equipment and the Contractor have been selected by Lessee, and Lessor shall have no responsibility in connection with the selection of the Equipment, its suitability for the use intended by Lessee, the acceptance by the Contractor or its sales representative of the order submitted, or any delay or failure by the Contractor or its sales representative to manufacture, deliver or install the Equipment for use by Lessee. Lessee authorizes Lessor to add the serial number of the Equipment to Exhibit A when available.

Section 9.2. Installation and Maintenance of Equipment. Lessor shall have no obligation to install, erect, test, inspect, service or maintain the Equipment under any circumstances, but such actions shall be the obligation of Lessee or the Contractor.

Section 9.3. Contractor's Warranties. Lessor hereby assigns to Lessee for and during the Term of this Lease, all of its interest in all Contractor's warranties and guarantees, express or implied, issued on or applicable to the Equipment, and Lessor hereby authorizes Lessee to obtain the customary services furnished in connection with such warranties and guarantees at Lessee's expense.

Section 9.4. Patent Infringement. Lessor hereby assigns to Lessee for and during the Term of this Lease all of its interest in patent indemnity protection provided by any Contractor with respect to the Equipment. Such assignment of patent indemnity protection by Lessor to Lessee shall constitute the entire liability of Lessor for any patent infringement by Equipment furnished pursuant to this Lease.

Section 9.5. Disclaimer of Warranties. THE EQUIPMENT IS DELIVERED AS IS, AND LESSOR MAKES NO WARRANTY OR REPRESENTATION, EITHER EXPRESS OR IMPLIED, AS TO THE VALUE, DESIGN, CONDITION, MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE OR FITNESS FOR THE USE CONTEMPLATED BY LESSEE OF THE EQUIPMENT, OR ANY OTHER REPRESENTATION OR WARRANTY WITH RESPECT TO THE EQUIPMENT.

ARTICLE X

OPTION TO PURCHASE

Section 10.1. When Available. Lessee shall have the option to purchase Lessor's interest in the Equipment on any Payment Date for the then applicable Purchase Option Price set forth in Exhibit B, but only if Lessee is not in default under this Lease, and only in the manner provided in this Article.

Section 10.2. Exercise of Option. Lessee shall give notice to Lessor of its intention to exercise its option not less than thirty (30) days prior to the Payment Date on which the option is to be exercised and shall deposit with Lessor on the date of exercise an amount equal to all Rental Payments and any other amounts then due or past due (including the Rental Payment due on the Payment Date on which the option is to be exercised) and the applicable Purchase Option Price set forth in Exhibit B. The closing shall be on the Payment Date on which the option is to be exercised at the office of Lessor.

Section 10.3. Release of Lessor's Interest. Upon exercise of the purchase option by Lessee, Lessor shall convey or release to Lessee, all of its right, title and/or interest in and to the Equipment by delivering to Lessee such documents as Lessee deems necessary for this purpose.

ARTICLE XI

ASSIGNMENT, SUBLEASING, MORTGAGING AND SELLING

Section 11.1. Assignment by Lessor. Lessor shall not assign its obligations under this Lease, and no purported assignment thereof shall be effective. All of Lessor's right, title and/or interest in and to this Lease, the Rental Payments and other amounts due hereunder and the Equipment may be assigned and reassigned in whole or in part to one or more assignees or subassignees by Lessor at any time, without the consent of Lessee. No such assignment shall be effective as against Lessee unless and until the assignor shall have filed with Lessee a copy or written notice thereof identifying the assignee. Lessee shall pay all Rental Payments due hereunder to or at the direction of Lessor or the assignee named in the most recent assignment or notice of assignment filed with Lessee. During the Lease Term Lessee shall keep a complete and accurate record of all such assignments. In the event Lessor assigns participations in its right, title and/or interest in and to this Lease, the Rental Payments and other amounts due hereunder and the Equipment, such participants shall be considered to be Lessor with respect to their participated shares thereof.

Section 11.2. Assignment and Subleasing by Lessee. Neither this Lease nor Lessee's interest in the Equipment may be assigned by Lessee without the written consent of Lessor. However, the Equipment may be subleased by Lessee, in whole or in part, without the consent of Lessor, subject, however, to each of the following conditions:

(i) This Lease and the obligation of Lessee to make Rental Payments hereunder, shall remain obligations of Lessee.

(ii) The sublessee shall assume the obligations of Lessee hereunder to the extent of the interest subleased.

(iii) Lessee shall, within thirty (30) days after the delivery thereof, furnish or cause to be furnished to Lessor a true and complete copy of such sublease.

(iv) No sublease by Lessee shall cause the Equipment to be used for a purpose other than a governmental function authorized under the provisions of the Constitution and laws of the State.

(v) No sublease shall cause the Interest component of the Rental Payments due with respect to the Equipment to become includible in gross income of the recipient for federal income tax purposes.

Section 11.3. Restriction on Mortgage or Sale of Equipment by Lessee. Except as provided in Section 11.2, Lessee will not mortgage, sell, assign, transfer or convey the Equipment or any portion thereof during the Term of this Lease, or remove any Equipment not constituting a vehicle from its boundaries, without the written consent of Lessor. Lessee shall not, without the written permission of Lessor, store or house any Equipment constituting a vehicle outside the corporate boundaries of Lessee.

ARTICLE XII

EVENTS OF DEFAULT AND REMEDIES

Section 12.1. Events of Default Defined. The following shall be "events of default" under this Lease and the terms "events of default" and "default" shall mean, whenever they are used in this Lease, with respect to the Equipment, any one or more of the following events:

(i) Failure by Lessee to pay any Rental Payment or other payment required to be paid under this Lease at the time specified herein and the continuation of said failure for a period of three (3) days after telephonic or telegraphic notice given by Lessor that the payment referred to in such notice has not been received, such telephonic or telegraphic notice to be subsequently confirmed in writing, or after written notice.

(ii) Failure by Lessee to observe and perform any covenant, condition or agreement on its part to be observed or performed, other than as referred to in Clause (i) of this Section, for a period of thirty (30) days after written notice specifying such failure and requesting that it be remedied has been given to Lessee by Lessor, unless Lessor shall agree in writing to an extension of such time prior to its expiration; provided, however, if the failure stated in the notice cannot be corrected within the applicable period, Lessor will not unreasonably withhold its consent to an extension of such time if corrective action is instituted by Lessee within the applicable period and diligently pursued until the default is corrected.

(iii) The filing by Lessee of a voluntary petition in bankruptcy, or failure by Lessee promptly to lift any execution, garnishment or attachment of such consequence as would impair the ability of Lessee to carry on its governmental function or adjudication of Lessee as a bankrupt, or assignment by Lessee for the benefit of creditors, or the entry by Lessee into an agreement of composition with creditors, or the approval by a court of competent jurisdiction of a petition applicable to Lessee in any proceedings instituted under the provisions of the Federal Bankruptcy Statute, as amended, or under any similar acts which may hereafter be enacted.

The provisions of this Section 12.1 and Section 12.2 are subject to the following limitation: if by reason of force majeure Lessee is unable in whole or in part to carry out its obligations under this Lease with respect to the Equipment, other than its obligation to pay Rental Payments with respect thereto which shall be paid when due notwithstanding the provisions of this paragraph, Lessee shall not be deemed in default during the continuance of such inability. The term "force majeure" as used herein shall mean, without limitation, the following: acts of God; strikes, lockouts or other labor disturbances; acts of public enemies; orders or restraints of any kind of the government of the United States of America or the State or their respective departments, agencies or officials, or any civil or military authority; insurrections; riots; landslides; earthquakes; fires; storms; droughts; floods; explosions; breakage or accident to machinery, transmission pipes or canals; or any other cause or event not reasonably within the control of Lessee and not resulting from its negligence. Lessee agrees, however, to remedy with all reasonable dispatch the cause or causes preventing Lessee from carrying out its obligations under this Lease; provided that the settlement of strikes, lockouts and other labor disturbances shall be entirely within the discretion of Lessee and Lessee shall not be required to make settlement of strikes, lockouts and other labor disturbances by acceding to the demands of the opposing party or parties when such course is in the judgment of Lessee unfavorable to Lessee.

Section 12.2. Remedies on Default. Whenever any event of default referred to in Section 12.1 hereof shall have happened and be continuing with respect to the Equipment, Lessor shall have the right, at its option and without any further demand or notice, to take one or any combination of the following remedial steps:

(i) Lessor, with or without terminating this Lease may declare all Rental Payments due or to become due during the Fiscal Year in effect when the default occurs to be immediately due and payable by Lessee, whereupon such Rental Payments shall be immediately due and payable.

(ii) Lessor, with or without terminating this Lease, may repossess the Equipment by giving Lessee written notice to deliver the Equipment to Lessor, whereupon Lessee shall do so in the manner provided in Section 12.3; or in the event Lessee fails to do so within ten (10) days after receipt of such notice, Lessor may enter upon Lessee's premises where the Equipment is kept and take possession of the Equipment and charge Lessee for costs incurred in repossessing the Equipment, including reasonable attorneys' fees. Lessee hereby expressly waives any damages occasioned by such repossession. If the Equipment or any portion of it has been destroyed or damaged beyond repair, Lessee shall pay the applicable Purchase Option Price of the Equipment, as set forth in Exhibit B (less credit for Net Proceeds), to Lessor. Notwithstanding the fact that Lessor has taken possession of the Equipment, Lessee shall continue to be responsible for the Rental Payments due during the Fiscal Year then in effect. If this Lease has not been terminated, Lessor shall return the Equipment to Lessee at Lessee's expense when the event of default is cured.

(iii) If Lessor terminates this Lease and takes possession of the Equipment, Lessor shall within thirty (30) days thereafter use its best efforts to sell the Equipment or any portion thereof in a commercially reasonable manner at public or private sale in accordance with applicable State laws. Lessor shall apply the proceeds of such sale to pay the following items in the following order: (a) all costs incurred in securing possession of the Equipment; (b) all expenses incurred in completing the sale; (c) the applicable Purchase Option Price of the Equipment; and (d) the balance of any Rental Payments owed by Lessee during the Fiscal Year then in effect. Any sale proceeds remaining after the requirements of Clauses (a), (b), (c) and (d) have been met may be retained by Lessor.

(iv) If the proceeds of sale of the Equipment are not sufficient to pay the balance of any Rental Payments owed by Lessee during the Fiscal Year then in effect, Lessor may take any other remedy available at law or in equity to require Lessee to perform any of its obligations hereunder.

Section 12.3. Return of Equipment. Upon the expiration or termination of this Lease prior to the payment of all Rental Payments in accordance with Exhibit B, Lessee shall return the Equipment to Lessor in the condition, repair, appearance and working order required in Section 7.2, in the following manner as may be specified by Lessor: (i) by delivering the Equipment at Lessee's cost and expense to such place within the State as Lessor shall specify; or (ii) by loading such portions of the Equipment as are considered movable at Lessee's cost and expense, on board such carrier as Lessor shall specify and shipping the same, freight prepaid, to the place specified by Lessor. If Lessee refuses to return the Equipment in the manner designated, Lessor may repossess the Equipment and charge to Lessee the costs of such repossession or pursue any remedy described in Section 12.2.

Section 12.4. No Remedy Exclusive. No remedy conferred upon or reserved to Lessor by this Article is intended to be exclusive and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Lease. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof but any such right and power may be exercised from time to time and as often as may be deemed expedient by Lessor or its assignee.

Section 12.5. Agreement to Pay Attorneys' Fees and Expenses. In the event either party to this Lease should default under any of the provisions hereof and the nondefaulting party should employ attorneys and/or incur other expenses for the collection of moneys or for the enforcement of performance or observance of any obligation or agreement on the part of the defaulting party herein contained, the defaulting party agrees that it will on demand therefor pay to the nondefaulting party the reasonable fee of such attorneys and/or such other reasonable expenses so incurred by the nondefaulting party. In the event that legal proceedings relating to this Lease (but not evidencing an action by a nondefaulting party against a defaulting party) are commenced in any court or before any other tribunal of competent jurisdiction, the legal fees and other reasonable costs and expenses of the prevailing party shall be paid by the nonprevailing party on demand of the prevailing party.

Section 12.6. Late Charge. Whenever any event of default referred to in Section 12.1, Clause (i) hereof shall have happened and be continuing with respect to the Equipment, Lessor shall have the right, at its

option and without any further demand or notice, to require a late payment charge for each thirty (30) day period or part thereof during which such event of default occurs equal to four percent (4%) of the delinquent amount, and Lessee shall be obligated to pay the same immediately upon receipt of Lessor's written invoice therefor; provided, however, that this Section l2.6 shall not be applicable if or to the extent that the application thereof would affect the validity of this Lease.

ARTICLE XIII

ADMINISTRATIVE PROVISIONS

Section 13.1. Notices. All notices, certificates, legal opinions or other communications hereunder shall be sufficiently given and shall be deemed given when delivered or deposited in the United States mail in registered form with postage fully prepaid to the addresses specified on the first page hereof; provided that Lessor and Lessee, by notice given hereunder, may designate different addresses to which subsequent notices, certificates, legal opinions or other communications will be sent.

Section 13.2. Financial Information. During the Term of this Lease, Lessee annually will provide Lessor with current financial statements, budgets, proof of appropriation for the ensuing Fiscal Year and such other financial information relating to the ability of Lessee to continue this Lease as may be requested by Lessor or its assignee.

Section 13.3. Binding Effect. This Lease shall inure to the benefit of and shall be binding upon Lessor and Lessee and their respective successors and assigns.

Section 13.4. Severability. In the event any provision of this Lease shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

Section 13.5. Amendments, Changes and Modifications. This Lease may be amended or any of its terms modified only by written document duly authorized, executed and delivered by Lessor and Lessee.

Section 13.6. Captions. The captions or headings in this Lease are for convenience only and in no way define, limit or describe the scope or intent of any provisions, Articles, Sections or Clauses of this Lease.

Section 13.7. Further Assurances and Corrective Instruments. Lessor and Lessee agree that they will, from time to time, execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such supplements hereto and such further instruments as may reasonably be required for correcting any inadequate or incorrect description of the Equipment hereby leased or intended so to be, or for otherwise carrying out the expressed intention of this Lease.

Section 13.8. Execution in Counterparts. This Lease may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Section 13.9. Applicable Law. This Lease shall be governed by and construed in accordance with the laws of the State.

IN WITNESS WHEREOF, Lessor has caused this Lease to be executed in its corporate name by its duly authorized officer; and Lessee has caused this Lease to be executed in its name by its duly authorized officer, as of the date first above written.

LESSOR:
CAPFIRST EQUIPMENT FINANCE, INC.

By: _____

Title: _____

Date: 10/15/2026

LESSEE:
City of Fargo, North Dakota

By: _____

Name/Title: Josh Boschee / Mayor

Date: 10/15/2026

ATTEST:

By: _____

Name/Title: Angie Bear / Deputy Auditor

EXHIBIT A

EQUIPMENT

Lessee: City of Fargo, North Dakota
Attn: Tanner S.
Fargo, North Dakota 58102

Date of Lease: 10/15/2026
Lease #: 40006670

The Equipment which is the subject of the attached Lease with Option to Purchase Agreement is as follows:

Location Site: Attn: Tanner S. Fargo, North Dakota 58102

QTY.	SERIAL NO.	DESCRIPTION
1	1FD0X5HT1VEC27906	2027 Ford F550 DRW X 4WD SuperCab w/ Stellar TMAX30K Aluminum Service Body & Stellar 6521 Crane 6000LB. 21' Hydraulic Extension

Description of Financed Amount:

Cost of above Equipment	$187,824.10
Cost of related charges:	
Transportation	
Physical Modifications (specify)	
Warranty	
Add: Sales or other tax, if applicable	
Less: Trade - In, if applicable	
Down Payment	
Net Financed Amount:	$187,824.10

EXHIBIT B

SCHEDULE OF RENTAL PAYMENTS

Lessee: City of Fargo, North Dakota
Attn: Tanner S.
Fargo, North Dakota 58102

Date of Lease: 10/15/2026
Lease #: 40006670

RENTAL PAYMENTS

Rental Payment Date	Rental Payment	Interest	Principal	Purchase Option Price*
10/15/2026	$30,000.00	$0.00	$30,000.00	$162,654.00
10/15/2027	$36,948.00	$8,663.69	$28,284.31	$132,863.00
10/15/2028	$36,948.00	$7,111.03	$29,836.97	$101,761.00
10/15/2029	$36,948.00	$5,473.14	$31,474.86	$69,290.00
10/15/2030	$36,948.00	$3,745.34	$33,202.66	$35,391.00
10/15/2031	$36,948.00	$1,922.70	$35,025.30	$0.00

*After payment of Rental Payment due on such date.

EXHIBIT C

CERTIFICATE OF ACCEPTANCE

I, the undersigned, hereby certify that I am the duly qualified and acting of the City of Fargo, North Dakota (Lessee); and, with respect to the Lease with Option to Purchase Agreement dated October 15, 2026 (Lease), by and between Lessee and CapFirst Equipment Finance, Inc. (Lessor), that:

1. The equipment described in the Lease (the Equipment) has been delivered and installed in accordance with Lessee's Specifications (as that term is defined in the Lease) and has been accepted by Lessee.

2. The rental payments provided for on Exhibit B to the Lease (the Rental Payments) shall commence and be due and payable on 10/15/2026 and continue thereafter, on the dates and in the amounts shown on Exhibit B to the Lease.

3. Lessee has appropriated and/or taken other lawful actions necessary to provide moneys sufficient to pay all Rental Payments required to be paid under the Lease during the current fiscal year of Lessee, and such moneys will be applied in payment of all Rental Payments due and payable during such current fiscal year.

4. Lessee has obtained from a reputable insurance company qualified to do business in the state of North Dakota insurance with respect to, all risks required to be covered thereby pursuant to Article VI of the Lease.

5. Lessee is exempt from all personal property taxes, and is exempt from sales and/or use taxes with respect to the Equipment and the Rental Payments.

6. During the Lease Term (as defined in the Lease) the Equipment will be used by Lessee to perform essential governmental functions.

7. There is no litigation, action, suit or proceeding pending or before any court, administrative agency, arbitrator or governmental body, that challenges the organization or existence of Lessee; the authority of Lessee or its officers or its employees to enter into the Lease; the proper authorization, approval and execution of the Lease and other documents contemplated thereby; the appropriation of moneys, or any other action taken by Lessee to provide moneys, sufficient to make Rental Payments coming due under the Lease in Lessee's current fiscal year; or the ability of Lessee otherwise to perform its obligations under the Lease and the transactions contemplated thereby.

Dated: October 15, 2026

City of Fargo, North Dakota

By: _____

Name/Title: Josh Boschee / Mayor

ATTEST:

By: _____

Name/Title: Angie Bear / Deputy Auditor

EXHIBIT D

RESOLUTION RELATING TO LEASE WITH OPTION
TO PURCHASE AGREEMENT NO. 40006670

BE IT RESOLVED by the governing body of the City of Fargo, North Dakota (the Issuer), as follows:

Section 1. Recitals and Authorization. The Issuer, as lessee, has heretofore entered into a Lease with Option to Purchase Agreement No. 40006670 dated as of 10/15/2026 (the Lease), with CapFirst Equipment Finance, Inc., as lessor. It is hereby determined that it is necessary and desirable and in the best interests of the Issuer to enter into the Lease for the purposes therein specified, and the execution and delivery of the Lease by the Issuer are hereby approved, ratified and confirmed.

Section 2. Designation as Qualified Tax-Exempt Obligation. Pursuant to Section 265(b)(3)(B)(ii) of the Internal Revenue Code of 1986 (the Code), the Issuer hereby specifically designates the Lease as a "qualified tax-exempt obligation" for purposes of Section 265(b)(3) of the Code. In compliance with Section 265(b)(3)(D) of the Code, the Issuer hereby represents that the Issuer will not designate more than $10,000,000 of obligations issued by the Issuer in the calendar year during which the Lease is executed and delivered as such "qualified tax-exempt obligations."

Section 3. Issuance Limitation. In compliance with the requirements of Section 265(b)(3)(C) of the Code, the Issuer hereby represents that the Issuer (including all "subordinate entities" of the Issuer within the meaning of Section 265(b)(3)(E) of the Code) reasonably anticipates not to issue in the calendar year during which the Lease is executed and delivered, obligations bearing interest exempt from federal income taxation under Section 103 of the Code (other than "private activity bonds" as defined in Section 141 of the Code) in an amount greater than $10,000,000.

City of Fargo, North Dakota

By: _____

Name/Title: Josh Boschee / Mayor

ATTEST:

By: _____

Name/Title: Angie Bear / Deputy Auditor

INSURANCE COVERAGE REQUIREMENT

Your lease with CAPFIRST EQUIPMENT FINANCE, INC. requires you to maintain certain insurance coverage. In order to assist you with obtaining coverage from your insurance company, please provide us with the following agent information, as well as provide your insurance company with the requirements as shown below:

INSURANCE AGENT DATA:

NAME OF INSURANCE AGENT: Bell Insurance

ADDRESS: 15 Broadway N, Fargo, ND 58102

PHONE #: 701-237-6414 CONTACT PERSON: Ross Gailfus

Named Insured / Lessee: City of Fargo, North Dakota

Lease with Option to Purchase Agreement No.: 40006670

Coverage:
All Risk Personal Property and/or
EDP, if applicable

Certificate Holders:
Loss Payee(s) As Their Interests
May Appear:

CapFirst Equipment Finance, Inc., and/or its assigns
3266 Oak Ridge Loop E
West Fargo, ND 58078

Coverage:
General Liability

Certificate Holders:
Additional Insured:

CapFirst Equipment Finance, Inc., and/or its assigns
3266 Oak Ridge Loop E
West Fargo, ND 58078

The Insurance Certificate should show the coverage limits and the insurance carrier's name(s) and policy number(s). Please have the Certificate of Insurance sent to CapFirst Equipment Finance, Inc. at the address above, or fax it to us at (701) 639-7031.

WE WOULD APPRECIATE YOUR AGENT INCLUDING OUR LEASE NUMBER ON THE CERTIFICATE.

CERTIFICATE OF INCUMBENCY

LEASE WITH OPTION TO PURCHASE AGREEMENT NO. 40006670
DATED AS OF 10/15/2026

I, Angie Bear, do hereby certify that I am the duly elected or appointed and acting Deputy Auditor of the City of Fargo, North Dakota (the "Lessee"), a political subdivision duly organized and existing under the laws of the State of North Dakota and that, as of the date hereof, the individuals named below are the duly elected or appointed officers of the Lessee holding the offices set forth opposite their respective names.

Print Name	Title	Sample Signature
Josh Boschee	Mayor	

IN WITNESS WHEREOF, I have duly executed this certificate and affixed the seal of such entity hereto on 10/15/2026.

Signature

Angie Bear / Deputy Auditor
Print Name / Title

(SEAL)

Form **8038-G** (Rev. October 2021)

Department of the Treasury
Internal Revenue Service

Information Return for Tax-Exempt Governmental Bonds

▶ **Under Internal Revenue Code section 149(e)**
▶ **See separate instructions.**
Caution: *If the issue price is under $100,000, use Form 8038-GC.*
▶ **Go to *www.irs.gov/F8038G* for instructions and the latest information.**

OMB No. 1545-0047

Part I Reporting Authority

Check box if **Amended Return** ▶ ☐

1 Issuer's name
CITY of FARGO, NORTH DAKOTA

2 Issuer's employer identification number (EIN)
45-1002069

3a Name of person (other than issuer) with whom the IRS may communicate about this return (see instructions)
Angie Bear / Deputy Auditor

3b Telephone number of other person shown on 3a
(701) 241-1310

4 Number and street (or P.O. box if mail is not delivered to street address) Room/suite
225 4th Ave N

5 Report number *(For IRS Use Only)*
3

6 City, town, or post office, state, and ZIP code
FARGO, ND 58102

7 Date of issue
10/15/2026

8 Name of issue
Lease Purchase #40006670

9 CUSIP number

10a Name and title of officer or other employee of the issuer whom the IRS may call for more information
Angie Bear / Deputy Auditor

10b Telephone number of officer or other employee shown on 10a
701 241-1310

Part II Type of Issue (Enter the issue price.) See the instructions and attach schedule.

11	Education	11	
12	Health and hospital	12	
13	Transportation	13	
14	Public safety	14	
15	Environment (including sewage bonds)	15	
16	Housing	16	
17	Utilities	17	
18	Other. Describe ▶ **Lease Purchase #40006670**	18	187,824.10
19a	If bonds are TANs or RANs, check only box 19a ▶ ☐		
b	If bonds are BANs, check only box 19b ▶ ☐		
20	If bonds are in the form of a lease or installment sale, check box ▶ ☑		

Part III Description of Bonds. Complete for the entire issue for which this form is being filed.

	(a) Final maturity date	(b) Issue price	(c) Stated redemption price at maturity	(d) Weighted average maturity	(e) Yield
21	10/15/2031	$ 187,824.10	$ N/A	5 years	5.49 %

Part IV Uses of Proceeds of Bond Issue (including underwriters' discount)

22	Proceeds used for accrued interest			22	N/A
23	Issue price of entire issue (enter amount from line 21, column (b))			23	187,824.10
24	Proceeds used for bond issuance costs (including underwriters' discount)	24	N/A		
25	Proceeds used for credit enhancement	25	N/A		
26	Proceeds allocated to reasonably required reserve or replacement fund	26	N/A		
27	Proceeds used to refund prior tax-exempt bonds. Complete Part V	27	N/A		
28	Proceeds used to refund prior taxable bonds. Complete Part V	28	N/A		
29	Total (add lines 24 through 28)			29	N/A
30	Nonrefunding proceeds of the issue (subtract line 29 from line 23 and enter amount here)			30	N/A

Part V Description of Refunded Bonds. Complete this part only for refunding bonds.

31	Enter the remaining weighted average maturity of the tax-exempt bonds to be refunded ▶	N/A	years
32	Enter the remaining weighted average maturity of the taxable bonds to be refunded ▶	N/A	years
33	Enter the last date on which the refunded tax-exempt bonds will be called (MM/DD/YYYY) ▶	N/A	
34	Enter the date(s) the refunded bonds were issued ▶ (MM/DD/YYYY)	N/A	

Part VI Miscellaneous

35	Enter the amount of the state volume cap allocated to the issue under section 141(b)(5)	35	N/A
36a	Enter the amount of gross proceeds invested or to be invested in a guaranteed investment contract (GIC). See instructions	36a	N/A
b	Enter the final maturity date of the GIC ▶ (MM/DD/YYYY) N/A		
c	Enter the name of the GIC provider ▶ N/A		
37	Pooled financings: Enter the amount of the proceeds of this issue that are to be used to make loans to other governmental units	37	N/A
38a	If this issue is a loan made from the proceeds of another tax-exempt issue, check box ▶ ☐ and enter the following information:		
b	Enter the date of the master pool bond ▶ (MM/DD/YYYY) N/A		
c	Enter the EIN of the issuer of the master pool bond ▶ N/A		
d	Enter the name of the issuer of the master pool bond ▶ N/A		
39	If the issuer has designated the issue under section 265(b)(3)(B)(i)(III) (small issuer exception), check box ▶		☑
40	If the issuer has elected to pay a penalty in lieu of arbitrage rebate, check box ▶		☐
41a	If the issuer has identified a hedge, check here ▶ ☐ and enter the following information:		
b	Name of hedge provider ▶ N/A		
c	Type of hedge ▶ N/A		
d	Term of hedge ▶ N/A		
42	If the issuer has superintegrated the hedge, check box ▶		☐
43	If the issuer has established written procedures to ensure that all nonqualified bonds of this issue are remediated according to the requirements under the Code and Regulations (see instructions), check box ▶		☐
44	If the issuer has established written procedures to monitor the requirements of section 148, check box ▶		☐
45a	If some portion of the proceeds was used to reimburse expenditures, check here ▶ ☐ and enter the amount of reimbursement ▶ N/A		
b	Enter the date the official intent was adopted ▶ (MM/DD/YYYY) N/A		

Signature and Consent

Under penalties of perjury, I declare that I have examined this return and accompanying schedules and statements, and to the best of my knowledge and belief, they are true, correct, and complete. I further declare that I consent to the IRS's disclosure of the issuer's return information, as necessary to process this return, to the person that I have authorized above.

Signature of issuer's authorized representative — Date

JOSH BOSCHEE / MAYOR
Type or print name and title

Paid Preparer Use Only

Print/Type preparer's name	Preparer's signature	Date	Check ☐ if self-employed	PTIN
Firm's name ▶			Firm's EIN ▶	
Firm's address ▶			Phone no.	

Form **8038-G** (Rev. October 2021)

Department of the Treasury
Internal Revenue Service

Information Return for Tax-Exempt Governmental Bonds

▶ **Under Internal Revenue Code section 149(e)**
▶ **See separate instructions.**
Caution: *If the issue price is under $100,000, use Form 8038-GC.*
▶ **Go to *www.irs.gov/F8038G* for instructions and the latest information.**

OMB No. 1545-0047

Part I Reporting Authority

Check box if **Amended Return** ▶ ☐

1 Issuer's name **CITY of FARGO, NORTH DAKOTA**	2 Issuer's employer identification number (EIN) **45-1002069**
3a Name of person (other than issuer) with whom the IRS may communicate about this return (see instructions) **Angie Bear / Deputy Auditor**	3b Telephone number of other person shown on 3a **(701) 241-1310**
4 Number and street (or P.O. box if mail is not delivered to street address) Room/suite **225 4th Ave N**	5 Report number *(For IRS Use Only)* 3
6 City, town, or post office, state, and ZIP code **FARGO, ND 58102**	7 Date of issue **10/15/2026**
8 Name of issue **Lease Purchase #40006670**	9 CUSIP number
10a Name and title of officer or other employee of the issuer whom the IRS may call for more information **Angie Bear / Deputy Auditor**	10b Telephone number of officer or other employee shown on 10a **701 241-1310**

Part II Type of Issue (Enter the issue price.) See the instructions and attach schedule.

11	Education	11	
12	Health and hospital	12	
13	Transportation	13	
14	Public safety	14	
15	Environment (including sewage bonds)	15	
16	Housing	16	
17	Utilities	17	
18	Other. Describe ▶ **Lease Purchase #40006670**	18	**187,824.10**
19a	If bonds are TANs or RANs, check only box 19a ▶ ☐		
b	If bonds are BANs, check only box 19b ▶ ☐		
20	If bonds are in the form of a lease or installment sale, check box ▶ ☑		

Part III Description of Bonds. Complete for the entire issue for which this form is being filed.

	(a) Final maturity date	(b) Issue price	(c) Stated redemption price at maturity	(d) Weighted average maturity	(e) Yield
21	**10/15/2031**	$ **187,824.10**	$ **N/A**	**5** years	**5.49** %

Part IV Uses of Proceeds of Bond Issue (including underwriters' discount)

22	Proceeds used for accrued interest			22	**N/A**
23	Issue price of entire issue (enter amount from line 21, column (b))			23	**187,824.10**
24	Proceeds used for bond issuance costs (including underwriters' discount)	24	**N/A**		
25	Proceeds used for credit enhancement	25	**N/A**		
26	Proceeds allocated to reasonably required reserve or replacement fund	26	**N/A**		
27	Proceeds used to refund prior tax-exempt bonds. Complete Part V	27	**N/A**		
28	Proceeds used to refund prior taxable bonds. Complete Part V	28	**N/A**		
29	Total (add lines 24 through 28)			29	**N/A**
30	Nonrefunding proceeds of the issue (subtract line 29 from line 23 and enter amount here)			30	**N/A**

Part V Description of Refunded Bonds. Complete this part only for refunding bonds.

31	Enter the remaining weighted average maturity of the tax-exempt bonds to be refunded ▶	**N/A**	years
32	Enter the remaining weighted average maturity of the taxable bonds to be refunded ▶	**N/A**	years
33	Enter the last date on which the refunded tax-exempt bonds will be called (MM/DD/YYYY) ▶	**N/A**	
34	Enter the date(s) the refunded bonds were issued ▶ (MM/DD/YYYY)	**N/A**	

Part VI Miscellaneous

35	Enter the amount of the state volume cap allocated to the issue under section 141(b)(5)	35	N/A
36a	Enter the amount of gross proceeds invested or to be invested in a guaranteed investment contract (GIC). See instructions	36a	N/A
b	Enter the final maturity date of the GIC ▶ (MM/DD/YYYY) N/A		
c	Enter the name of the GIC provider ▶ N/A		
37	Pooled financings: Enter the amount of the proceeds of this issue that are to be used to make loans to other governmental units	37	N/A
38a	If this issue is a loan made from the proceeds of another tax-exempt issue, check box ▶ ☐ and enter the following information:		
b	Enter the date of the master pool bond ▶ (MM/DD/YYYY) N/A		
c	Enter the EIN of the issuer of the master pool bond ▶ N/A		
d	Enter the name of the issuer of the master pool bond ▶ N/A		
39	If the issuer has designated the issue under section 265(b)(3)(B)(i)(III) (small issuer exception), check box ▶ ☑		
40	If the issuer has elected to pay a penalty in lieu of arbitrage rebate, check box ▶ ☐		
41a	If the issuer has identified a hedge, check here ▶ ☐ and enter the following information:		
b	Name of hedge provider ▶ N/A		
c	Type of hedge ▶ N/A		
d	Term of hedge ▶ N/A		
42	If the issuer has superintegrated the hedge, check box ▶ ☐		
43	If the issuer has established written procedures to ensure that all nonqualified bonds of this issue are remediated according to the requirements under the Code and Regulations (see instructions), check box ▶ ☐		
44	If the issuer has established written procedures to monitor the requirements of section 148, check box ▶ ☐		
45a	If some portion of the proceeds was used to reimburse expenditures, check here ▶ ☐ and enter the amount of reimbursement ▶ N/A		
b	Enter the date the official intent was adopted ▶ (MM/DD/YYYY) N/A		

Signature and Consent

Under penalties of perjury, I declare that I have examined this return and accompanying schedules and statements, and to the best of my knowledge and belief, they are true, correct, and complete. I further declare that I consent to the IRS's disclosure of the issuer's return information, as necessary to process this return, to the person that I have authorized above.

Signature of issuer's authorized representative — Date

JOSH BOSCHEE / MAYOR
Type or print name and title

Paid Preparer Use Only

Print/Type preparer's name	Preparer's signature	Date	Check ☐ if self-employed	PTIN
Firm's name ▶			Firm's EIN ▶	
Firm's address ▶			Phone no.	

THE CITY OF Fargo FAR MORE | TRANSIT OFFICE

TRANSIT OFFICE
650 23RD St. N.
Fargo, ND 58102
Phone: 701.241.8140 | Fax: 701.241.8558
FargoND.gov

22

October 12, 2026

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

Dear Commissioners:

MATBUS has contracted with Ambassador Cleaning for cleaning services at the Metro Transit Garage and Ground Transportation Center since 2022. With the recent relocation of the Ground Transportation Center to the former police station/Downtown Engagement Center, staff contacted Ambassador Cleaning and requested an updated quote for providing services at the new building.

The proposed contract amendment updates the location specified in the existing agreement. All other terms and conditions will remain unchanged, including the total contract cost.

Recommended motion: Approve the attached amendment with Ambassador Cleaning.

Sincerely,

Cole Swingen
Assistant Transit Director
City of Fargo

SECOND AMENDMENT TO CONTRACT

Between the City of Fargo, North Dakota and
Ambassador Cleaning for
GROUND TRANSPORTATION CENTER & METRO TRANSIT GARAGE CUSTODIAL SERVICES
(as previously amended and renewed)

This Second Amendment to Contract (the "Second Amendment") is made and entered into by and between the CITY OF FARGO, NORTH DAKOTA, a North Dakota municipal corporation, hereinafter referred to as the "City," and AMBASSADOR INC. D/B/A AMBASSADOR CLEANING, a North Dakota corporation, hereinafter referred to as the "Contractor."

WHEREAS, the City and Contractor entered into a contract dated October 3, 2022, for custodial services at the Ground Transportation Center ("GTC") and Metro Transit Garage ("MTG") (the "Contract");

WHEREAS, the City and Contractor entered into a First Amendment to Contract effective June 15, 2023, under which Contractor agreed to provide additional mid-day restroom cleaning services at the GTC (the "First Amendment");

WHEREAS, by Written Renewal of Contract dated August 21, 2025, the City and Contractor exercised the Contract's two-year renewal option and extended the Contract and First Amendment through October 9, 2027 (the "Renewal");

WHEREAS, due to the relocation of MATBUS downtown hub operations, the City ceased using the GTC at 502 NP Avenue as its downtown transit hub and, effective August 17, 2026, relocated those operations to the former Downtown Engagement Center building located at 222 4th Street North, Fargo, North Dakota (the "DEC");

WHEREAS, Contractor has agreed to replace the custodial services formerly provided at the GTC with custodial services at the DEC, six (6) days per week, for $3,195.00 per month, and has further agreed that the price for the additional mid-day cleaning services established by the First Amendment will remain unchanged; and

WHEREAS, the parties desire to amend the Contract and First Amendment to reflect the change in location, scope, and price.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are acknowledged, the City and Contractor agree as follows:

1. REPLACEMENT OF GTC CUSTODIAL SERVICES

Effective August 17, 2026, Contractor's obligation under the Contract to provide regular custodial services at the GTC is terminated and replaced with an obligation to provide regular custodial services at the DEC. Contractor shall provide office and custodial cleaning services at the DEC six (6) days per week on a schedule coordinated with the City. The services shall include the ordinary custodial services reasonably applicable to the DEC's use as the temporary MATBUS downtown hub. Contractor shall have no continuing obligation under the Contract to provide regular custodial services at the GTC unless separately requested and agreed to in writing by the parties.

2. ADDITIONAL MID-DAY CLEANING

The First Amendment is modified solely to change the location of the additional mid-day cleaning services from the GTC to the DEC. Contractor shall perform one (1) mid-day cleaning of the DEC restrooms every Monday through Saturday between 12:00 p.m. and 3:00 p.m. All other terms governing the additional cleaning services under the First Amendment remain unchanged.

3. PRICE

Beginning August 17, 2026, the City shall pay Contractor $3,195.00 per month for the regular DEC custodial services described in Section 1 of this Second Amendment. This amount replaces the GTC monthly custodial-service price otherwise payable under the Contract and Contractor's bid price schedule. The price for the additional mid-day cleaning described in Section 2 remains the same as provided in the First Amendment: $1,800.00 per month during calendar year 2026 and $1,900.00 per month during calendar year 2027. Charges for any partial month shall be prorated based on the number of calendar days during which the applicable services are provided.

4. METRO TRANSIT GARAGE

Nothing in this Second Amendment changes Contractor's custodial-service obligations or compensation for the MTG. The MTG portion of the Contract remains unchanged and in full force and effect.

5. TERM

The services described in this Second Amendment shall continue through October 9, 2027, unless the Contract is earlier terminated in accordance with its terms.

6. RATIFICATION

Except as expressly modified by this Second Amendment, all terms and conditions of the Contract, First Amendment, and Renewal remain unchanged and in full force and effect. In the event of a conflict between this Second Amendment and the Contract, First Amendment, or Renewal, this Second Amendment controls.

IN WITNESS WHEREOF, the parties have caused this Second Amendment to be executed by their authorized representatives.

CITY OF FARGO, NORTH DAKOTA

Dated: _____

By: _____
Josh Boschee, Mayor

ATTEST:

By: _____
City Auditor

AMBASSADOR INC. D/B/A AMBASSADOR CLEANING

Dated: 10-12-26

By: _____
Ned Halilovic, Owner/President