

FARGO CITY COMMISSION AGENDA
Monday, September 14, 2026 - 5:00 p.m.

Executive Session at 4:00 p.m.

Roll Call.

PLEASE NOTE: The Board of City Commissioners will convene in the City Commission Chambers at 4:00 p.m. and retire into Executive Session in the Red River Room for the purpose of receiving its attorney's advice regarding and in anticipation of reasonably predictable litigation involving former employees of the City and to receive its attorney's advice and guidance on the legal risks, strengths and weaknesses of an action of the City, which if held in public, would have an adverse fiscal effect on the City and to discuss negotiating strategy with its attorney or other negotiator regarding the reasonably predictable litigation which to discuss these matters in an open meeting will have a negative fiscal effect on the bargaining position of the City. Thus, an Executive Session for this matter is authorized pursuant to North Dakota Century Code 44-04-19.1 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 www.FargoND.gov/Streaming. They are rebroadcast Mondays at 5:00 p.m., Thursdays at 7:00 p.m. and Saturdays at 8:00 a.m. They are also included in the video archive at www.FargoND.gov/CityCommission.

- A. Pledge of Allegiance.
- B. Roll Call.
- C. Approve Order of Agenda.
- D. Minutes (Regular Meeting, August 31, 2026).

CONSENT AGENDA:

- 1. Receive and file an Ordinance Amending Section 8-1606 of Article 8-16, of Chapter 8 of the Fargo Municipal Code relating to Parking Tickets.
- 2. 1st reading of an Ordinances Relating to Licenses-Classifications, Licenses-Fees and Issuance and Transfer of Licenses – Restrictions – Hearing Required for Proposed Class "Airport" Alcoholic Beverage License and Resolution.
- 3. Findings of Fact, Conclusions and Order of the Board of City Commissioners of the City of Fargo of 1334 1st Avenue South, Fargo, North Dakota.
- 4. Findings of Fact, Conclusions and Order of the Board of City Commissioners of the City of Fargo on 1433 4th Avenue South, Fargo, North Dakota.
- 5. Applications for property tax exemptions for improvements made to buildings.
- 6. Renewal of Alcoholic Beverage Licenses and Live Entertainment Licenses until 9/30/27, contingent upon all essential requirements for renewal having been met by 9/30/26.

7. Applications for Site Authorization Games of Chance.
8. Applications for Games of Chance.
9. 2027 City Commission meeting dates.
10. Amended Cost Participation and Maintenance Agreement with the NDDOT for Improvement District No. BR-23-A1.
11. Declare protests insufficient for Improvement District No. AN-26-D.
12. Declare protests insufficient for Improvement District No. BR-23-A.
13. Declare protests insufficient for Improvement District No. BR-26-G.
14. Bid Advertisement for Project No. UR-26-H (Sanitary Sewer Manhole Repairs.)
15. Change Order No. 1 in the amount of \$10,784.00 for Project No. TM-26-B1.
16. Change Order No. 1 in the amount of \$31,105.00 for Project No. TM-26-A1.
17. Contract Amendment No. 4 in the amount of \$561,324.00 (\$280,662.00 City of Fargo's share) for Project No. QN-23-B0.
18. Amendment to Memorandum of Understanding Regarding Construction, Maintenance and Purchase Option with the Fargo Park District for the Southwest Metro Regional Storm Water Pond.
19. FARGODOME Rental Loader Contract with Transource Truck & Equipment in the amount of \$24,975.00.
20. Independent Auditor's report and the City's Annual Comprehensive Financial Report for the year ending 12/31/25.
21. Items from FAHR meeting:
 - a. Grant Award and Acceptance of the FY25 State and Local Cybersecurity Grant Program from the ND Department of Emergency Services in the amount of \$33,000.00 along with related budget adjustments.
 - b. Acceptance of a donation from Cleo Erickson in the amount of \$25,000.00 for the Harm Reduction Programs of Fargo Cass Public Health and related budget adjustment.
22. Contract Between Fargo Fire Department and First Due for Electronic Inspection, Testing and Maintenance (ITM) Portal.
23. Memorandum of Understanding between Fargo Fire Department and the Municipal Airport Authority.
24. Benefit renewals effective 1/1/27.
25. Resolution approving Plat of Eagle Valley Sixth Addition.
26. Equipment Lease Agreement between City of Fargo and PCI Municipal Services, LLC for two parking scooters (RFP26022).

27. 2026 Rental Contract with RDO Equipment with option to extend up to two years in the amount of \$90,000.00 for motor graders for the Street Department (RFP26274).
28. 2026 Rental Contract with Transource Truck & Equipment with option to extend up to two years in the amount of \$39,950.00 for wheel loaders for the Street Department (RFP26275).
29. Bid award to Northdale Oil, Inc. for fuel purchasing in the 1st and 2nd Quarters of 2027 and execute the Forward Fuel Contract (RFP27002).
30. Services Contract Amendment No. 1 to Transit U-Pass Fee Agreement between Minnesota State University Moorhead and the City of Fargo.
31. Task Order No. 25 with Apex Engineering Group in the amount of \$276,110.00 for Evaluation, Design, Planning Specifications and Bidding Services for Project No. WW1701 (Water Reclamation Facility Phase II B Improvements).
32. Amendment No. 1 to Task Order No. 16 with AE2S in the amount of \$106,800.00 for Project No. WW2353 (Regional Service Planning).
33. Change Order No. 1 with Johnson and Schock Excavating, LLC in the amount of \$28,000.00 and a 7-day time extension for Project No. WA2509.
34. Bills.

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

35. **PUBLIC HEARING** - Annexation of 122.95 acres, more or less located in a portion of the North Half of Section 10, Township 138 North, Range 49 West, of the 5th Principal Meridian, Cass County, North Dakota.
 - a. 1st reading of annexation Ordinance.
36. **PUBLIC HEARING** - Covey Ranch Third Addition (6455, 6620, 6630 and 6750 43rd Street South; 3785, 3800, 3900, 4000 and 4360 64th Avenue South; 6536, 6688 and 6800 45th Street South); approval recommended by the Planning Commission on 1/6/26; continued from the 12/2/25 Regular Meeting:
 - a. Zoning Change from AG, Agricultural to AG, Agricultural, SR-4, Single-Dwelling Residential, MR-3, Multi-Dwelling Residential with a C-O, Conditional Overlay, LC, Limited Commercial with a C-O, Conditional Overlay and P/I, Public and Institutional.
 - b. 1st reading of rezoning Ordinance.
 - c. Plat of Covey Ranch Third Addition.
 - d. Developer Agreements with Dabbert Custom Homes LLC, Brookstone Property LLC, Enclave Manager LLC and Bank Forward for Covey Ranch Third Addition.
 - e. Infrastructure Request for Covey Ranch Third Addition (Improvement District No. BN-26-D1).
37. **PUBLIC HEARING** – Public comment on the 2027 Preliminary Budget.
38. Agreement for Property Demolition with Master Construction Co. Inc. for 1544 3rd Avenue South (RFP26170).
39. Liaison Commissioner assignment updates.

40. **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 staff adequate time to make arrangements.

Minutes are available on the City of Fargo website at www.FargoND.gov/CityCommission.



CITY ATTORNEY
Ian R. McLean

**OFFICE OF THE
CITY ATTORNEY**

SERKLAND LAW FIRM

10 Roberts Street North
Fargo, ND 58102

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ASSISTANT CITY ATTORNEYS

Nancy J. Morris ■ Alissa R. Farol Czapiewski
William B. Wischer ■ Kasey D. McNary ■ Elijah P. Hartsell

September 10, 2026

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

RE: Ordinance Amendment – FMC § 8-1606 (Parking Ticket Appeal Process)

Dear Mayor and Commissioners,

The Police Department and Planning Department request an amendment to Fargo Municipal Code § 8-1606 relating to the administrative review of parking tickets. The proposed ordinance makes two substantive changes. First, it updates the ordinance to recognize that the Police Department's designated representative — PCI Municipal Services, which administers the City's parking program under its current agreement with the City — will receive and conduct the initial administrative review of disputed parking citations. Second, it removes outdated language relating to parking tickets issued by North Dakota State University.

Under the current ordinance, a person disputing a City issued parking ticket must submit the initial request for administrative review to the Fargo Police Department. If the Police Department denies the review, the individual may then request a hearing before the Fargo Municipal Court. The current ordinance also recognizes that the Police Department may designate a representative to perform functions under the parking ticket ordinance. Earlier this year, the City entered into a Parking Services Agreement with PCI Municipal Services to administer the City's parking program. As part of that agreement, PCI is responsible for the day-to-day administration of the City's parking program, including conducting the initial administrative review of disputed parking citations before any matter proceeds to Fargo Municipal Court.

The proposed amendment builds upon the existing ordinance by recognizing that the Police Department's designated representative - rather than the Police Department itself - will receive and conduct the initial administrative review. To accomplish this, the ordinance simply directs individuals to submit their request for review to the entity identified on the parking ticket – which is PCI. This approach allows parking related matters to be handled by the entity responsible for administering the City's parking program and allows the Police Department to focus its resources on core law enforcement responsibilities. The proposed ordinance does not alter a person's right

to request a hearing before Fargo Municipal Court if the parking citation is upheld following the administrative review.

The initial administrative review serves an important purpose. The vast majority of disputed parking citations are resolved at this stage because the reviewer is able to either provide additional information explaining why the citation was issued or identify and correct any errors that may have occurred. As a result, very few parking citations ultimately proceed to Fargo Municipal Court.

The ordinance also removes outdated language relating to parking tickets issued by North Dakota State University. NDSU administers its own parking enforcement program and has long maintained its own administrative review process for citations issued on university property. The City has no role in reviewing or adjudicating NDSU issued parking tickets. Removing the historic references to NDSU from the Municipal Code simply aligns the ordinance with the parties' respective responsibilities and longstanding practice.

Suggested Motion: I move to receive and file the following ordinance amending Fargo Municipal Code section 8-1606 of Article 8-16 of Chapter 8, relating to Parking Tickets and to place the ordinance on for first reading at the next regularly scheduled City of Fargo Commission meeting.

Sincerely,

A handwritten signature in black ink, appearing to read "Ian McLean", with a long, sweeping horizontal stroke extending to the right.

Ian McLean, City Attorney

Enclosure

OFFICE OF THE CITY ATTORNEY
FARGO, NORTH DAKOTA

ORDINANCE NO. _____

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

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

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

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

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

NOW, THEREFORE,

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

OFFICE OF THE CITY ATTORNEY
FARGO, NORTH DAKOTA

ORDINANCE NO. _____

Section 1. Amendment.

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

8-1606. - Parking Tickets.

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

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

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

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

OFFICE OF THE CITY ATTORNEY
FARGO, NORTH DAKOTA

ORDINANCE NO. _____

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

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

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

Section 2. Penalty.

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

Section 3. Effective Date.

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

Joshua A. Boschee, Mayor

Attest:

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

First Reading:
Second Reading and Final Passage:
Publication:



CITY ATTORNEY
Ian R. McLean

**OFFICE OF THE
CITY ATTORNEY**

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SERKLAND LAW FIRM

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ASSISTANT CITY ATTORNEYS

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

September 10, 2026

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

RE: 1st reading of an Ordinance amending Section 25-1506 of Article 25-15 of Chapter 25 relating to licenses – classification; an Ordinance amending Section 25-1507 of Article 25-15 of Chapter 25 relating to licenses – fees; and an Ordinance amending Section 25-1508 of Article 25-15 of Chapter 25 relating to issuance and transfer of licenses – restrictions – hearing required.

Dear Mayor and City Commissioners:

At the August 31, 2026 meeting, the City Commission received and reviewed the proposed ordinance creating a new “Class Airport” alcoholic beverage license for Hector International Airport, together with the companion operating resolution. Based upon the feedback and direction provided by the City Commission at that meeting, and subsequent discussions with representatives of the Hector Airport and Sky Dine, slightly revised versions of the ordinance and resolution are before the Commission.

The principal revisions are as follows:

- **Hours of Sale.** The proposed resolution now permits alcoholic beverage sales until 2:00 a.m., subject to all otherwise applicable restrictions under City and State law. This provides flexibility for late flight schedules and delays while not requiring Sky Dine to remain open until that time. This language was moved from the ordinance to resolution.
- **Security and Alcohol Management.** The security provisions have been revised to reflect the collaborative approach already utilized at Hector International Airport. The Security and Alcohol Management Plan will involve coordination among Sky Dine, the Airport Authority, airport private security personnel, and other appropriate airport personnel, including the existing assistance provided through TSA patrols. The Fargo Police Department will remain involved in review and coordination of the plan.

Based upon these discussions, it is also understood that the operation of the Class Airport license will be reviewed as circumstances warrant. If experience demonstrates increased alcohol-related incidents, recurring compliance concerns, or a need for additional police

involvement or other security measures, the Fargo Police Department may request appropriate modifications and the City Commission may revisit the operating requirements.

The revised ordinance is presented for first reading. The companion resolution is provided with the ordinance so the Commission may review the complete proposed operating framework, but it will not become effective unless and until the ordinance is finally adopted. The operating resolution will be placed on the September 28, 2026 agenda for approval along with the second reading of the enclosed ordinance.

SUGGESTED MOTION: I move to approve the first reading of an Ordinance amending Section 25-1506 of Article 25-15 of Chapter 25 relating to licenses – classification; an ordinance amending Section 25-1507 of Article 25-15 of Chapter 25 relating to licenses – fees; and an ordinance amending Section 25-1508 of Article 25-15 of Chapter 25 relating to issuance and transfer of licenses – restrictions – hearing required.

Regards,

A handwritten signature in dark ink, appearing to read 'W. Wischer', written in a cursive style.

William Wischer
Assistant City Attorney

OFFICE OF THE CITY ATTORNEY
FARGO, NORTH DAKOTA

ORDINANCE NO. _____

AN ORDINANCE AMENDING SECTION 25-1506 OF ARTICLE 25-15,
OF CHAPTER 25, OF THE FARGO MUNICIPAL CODE,
RELATING TO LICENSES-CLASSIFICATIONS

AND

AN ORDINANCE AMENDING SECTION 25-1507 OF ARTICLE 25-15,
OF CHAPTER 25, OF THE FARGO MUNICIPAL CODE,
RELATING TO LICENSES-FEES

AND

AN ORDINANCE AMENDING SECTION 25-1508 OF ARTICLE 25-15,
OF CHAPTER 25, OF THE FARGO MUNICIPAL CODE,
RELATING TO ISSUANCE AND TRANSFER OF LICENSES—RESTRICTIONS—
HEARING REQUIRED.

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 establish a new alcoholic beverage license
classification, known as a “Class Airport” license, tailored to the unique operations of Hector
International Airport and authorizing the sale of alcoholic beverages at multiple approved
locations and their consumption within designated areas of the airport;

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

OFFICE OF THE CITY ATTORNEY
FARGO, NORTH DAKOTA

ORDINANCE NO. _____

NOW, THEREFORE, be it Ordained by the Board of City Commissioners of the
City of Fargo:

Section 1. Amendment

Section 25-1506 of Article 25-15, of Chapter 25, of the Fargo Municipal Code is amended as follows:

25-1506. – License - Classifications.

Licenses authorizing the sale at retail of alcoholic beverages within the city of Fargo shall be divided into the following classes:

FF. A “Class Airport” license shall authorize the on-sale of beer, wine, and distilled spirits for consumption within the approved licensed premises located at Hector International Airport (HIA), subject to the following conditions and any additional operational conditions established by resolution of the Board of City Commissioners:

1. Licensed Premises. The license shall be valid only for the premises located within HIA.
2. Sale of alcohol. The locations where sales of alcohol may occur may include bars, restaurants, or other service areas operated by the licensee within the airport terminal, provided each location has been approved by a resolution of the Board of City Commissioners. Sale locations may be added, removed, expanded or reduced by resolution of the Board of City Commissioners.
3. Consumption of Alcohol. Alcohol sold pursuant to a “Class Airport” license may be possessed and consumed only within areas of the licensed premises approved by resolution of the Board of City Commissioners. Consumption areas may be added, removed, expanded, reduced, or otherwise modified by resolution of the Board of City Commissioners.

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FARGO, NORTH DAKOTA

ORDINANCE NO. _____

- 1 4. Food Sales. A "Class Airport" license must derive at least 50% of its gross
2 receipts from the sale of food products and not from the sale of alcoholic
3 beverages. All sales must occur at the place of business of the licensee. The
4 licensee shall maintain records demonstrating compliance with this subsection
5 and shall make such records available for inspection upon request.
- 6 5. Hours of Sale. Alcoholic beverages may be sold only during the hours
7 established by resolution of the Board of City Commissioners and during hours
8 otherwise permitted by city and state law. The Board of City Commissioners
9 may modify the authorized hours of sale by subsequent resolution.
- 10 6. Eligibility. One "Class Airport" license may be issued to a concessionaire that:
11 (1) has entered into a written concession agreement with the Fargo Municipal
12 Airport Authority authorizing the concessionaire to sell alcoholic beverages at
13 HIA; (2) meets all qualifications required by this chapter and North Dakota law;
14 and (3) has been approved by the Board of City Commissioners.
- 15 7. Transfer. It is the intent of this provision that the city of Fargo desires to control
16 the issuance of additional liquor licenses and restrict any artificial appreciation
17 in value of said licenses. The "Class Airport" license is a personal privilege to
18 the licensed concessionaire and shall not constitute a property interest. Any
19 attempted sale, assignment, pledge, transfer, or conveyance is void. Following
20 the license's reversion to the City, the Board of City Commissioners may issue
21 the license to a successor concessionaire that satisfies all eligibility
22 requirements.
- 23 8. Termination and Reversion. The "Class Airport" license is contingent upon the
 licensee maintaining a valid concession agreement with the Fargo Municipal
 Airport Authority authorizing the sale of alcoholic beverages. Upon the
 expiration or termination of that concession agreement, or upon the licensee
 otherwise ceasing to serve as the authorized concessionaire, the license shall
 automatically terminate and revert to the City without payment, compensation,
 or reimbursement to the licensee. All privileges granted under the license shall
 immediately cease, and the licensee shall immediately discontinue the sale of
 alcoholic beverages.
9. Fees. The initial fee for a "Class Airport" license as well as the annual renewal
 fee shall be set forth in city ordinance.

OFFICE OF THE CITY ATTORNEY
FARGO, NORTH DAKOTA

ORDINANCE NO. _____

10. Other.

- a) A "Class Airport" license shall not be combined with any other alcoholic beverage license.
- b) A "Class Airport" license shall not be counted toward, reduce the number of licenses available under, or otherwise affect any numerical limitation applicable to any other class of alcoholic beverage licenses established by this chapter.
- c) No person under twenty-one years of age may be seated at or within three feet of a bar counter.

Section 2. Amendment

Section 25-1507 of Article 25-15, of Chapter 25, of the Fargo Municipal Code is amended as follows:

25-1507. – License - Fees.

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

Class VWB—\$7,500

Class Airport - \$115,000

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

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

OFFICE OF THE CITY ATTORNEY
FARGO, NORTH DAKOTA

ORDINANCE NO. _____

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

8 B. Annual fees shall be payable at the beginning of each license year as follows:

9 ***

10 Class VWB—\$750
11 Class Airport — \$1,700

12 C. The transfer of a license issued pursuant to the provisions of this article shall
13 require a transfer fee equal to the total annual cost of the license being transferred;
14 provided, however, that a transfer fee shall not be imposed for the following-
15 described transfers:

16 ***

17 Section 3. Initial Issuance; Surrender of Class A License; Fee Waiver (Not codified).

18 Notwithstanding Fargo Municipal Code § 25-1507(A), the initial issuance fee for the first
19 “Class Airport” license issued following the effective date of this ordinance shall be waived,
20 provided that, as a condition of issuance, the airport concessionaire surrenders its existing
21 Class A license to the City without payment, compensation, reimbursement, or credit of any
22 kind. Upon surrender, the Class A license shall revert to the City, and the Board of City
23 Commissioners may thereafter issue the Class A license to another qualified applicant in
accordance with this article and upon payment of the full initial issuance fee then applicable
to a Class A license.

Section 4. Amendment.

Section 25-1508 of Article 25-15, of Chapter 25, of the Fargo Municipal Code is amended as
follows:

25-1508. — Issuance and transfer of licenses—Restrictions—Hearing required.

F. The number of licenses which may be issued by the board of city commissioners shall
be limited as follows:

OFFICE OF THE CITY ATTORNEY
FARGO, NORTH DAKOTA

ORDINANCE NO. _____

30. Class B Annexation - no limit

31. Class Airport – 1

For purposes of determining the population of the city of Fargo in this article, the board of city commissioners may recognize the most recent estimated population as determined by the Census Bureau of the United States Department of Commerce and, further, may establish a current population by extrapolation based upon a reasonable rate of population change since the most recent census estimate or by estimation considering recent annexations into the city, the number of housing starts within the city, other relevant activity that would typically coincide with increases or decreases of population or any combination of such data or activity to arrive at such estimate.

Section 5. 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:

COMMISSIONER _____ introduced the following resolution and moved its adoption:

**RESOLUTION
[ESTABLISHING APPROVED ALCOHOL SALE LOCATIONS AND
OPERATIONAL CONDITIONS FOR THE CLASS AIRPORT LICENSE AT
HECTOR INTERNATIONAL AIRPORT]**

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, the City of Fargo is establishing a new alcoholic beverage license classification, known as a "Class Airport" license, tailored to the unique operations of Hector International Airport and authorizing the sale of alcoholic beverages at multiple locations and their consumption within designated areas of the airport;

WHEREAS, Fargo Municipal Code § 25-1506(FF) provides that alcohol may be sold under a Class Airport license only at locations approved by resolution of the Board of City Commissioners and authorizes the Board of City Commissioners to designate additional no-alcohol areas by resolution; and

WHEREAS, the Board of City Commissioners desires to establish the initially approved alcohol sales locations and impose operating, security, monitoring, and compliance conditions applicable to the Class Airport license.

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

SECTION ONE – APPROVED ALCOHOL SALES LOCATIONS. The alcohol sales locations identified on the map constituting Exhibit A, which is attached to and incorporated into this Resolution, are established as the locations at which the Licensee may sell alcoholic beverages. Alcohol may not be sold from any bar, restaurant, cart, kiosk, temporary service point, mobile unit, gate area, or other location not identified in Exhibit A. The addition, removal, expansion, reduction, or relocation of a sales location requires approval by a subsequent resolution of the Board of City Commissioners.

SECTION TWO – AUTHORIZED CONSUMPTION AREAS AND NO-ALCOHOL AREAS. Alcohol sold under the Class Airport license may be possessed and consumed within the post-security portions of the passenger terminal constituting the approved licensed premises, except within the following areas:

- a. Restrooms;
- b. Children's play areas;
- c. Sensory rooms;
- d. Immersive reality rooms;
- e. Mothers' nursing rooms;
- f. Service animal relief areas;
- g. Security checkpoint areas;
- h. All pre-security areas of the passenger terminal;
- i. Jet bridges and aircraft; and
- j. Any other area designated by resolution of the Board of City Commissioners.

Alcohol may not be possessed or consumed outside the approved consumption areas. The addition, removal, expansion, reduction, or other modification of an approved consumption area requires approval by a subsequent resolution of the Board of City Commissioners. The Licensee shall take reasonable measures to prevent alcoholic beverages from being carried outside the approved consumption areas.

SECTION THREE – APPROVED CONTAINERS. Any alcoholic beverage carried outside an approved alcohol sales location must be in a container approved by the Municipal Airport Authority. The approved container must be readily distinguishable from containers used for nonalcoholic beverages and may not be made of glass. The Licensee may not sell or provide alcoholic beverages in sealed original packaging for later consumption or otherwise engage in off-sale activity.

SECTION FOUR – BEVERAGE QUANTITY LIMIT. The Licensee may not sell, serve, or provide an alcoholic beverage to an individual who already possesses two or more unfinished alcoholic beverages. This limitation applies to the number of unfinished alcoholic beverages possessed by an individual at one time and does not require the individual to pay or close an open tab after purchasing or receiving two alcoholic beverages. Additional alcoholic beverages may be purchased or provided under an open tab once the individual possesses fewer than two unfinished alcoholic beverages.

SECTION FIVE – HOURS OF SALE. Alcoholic beverages may be sold under the Class Airport license until 2:00 a.m., provided that no sale may occur during any hours in which the sale of alcoholic beverages is prohibited by city or state law.

SECTION SIX – SECURITY AND ALCOHOL MANAGEMENT PLAN. Before commencing operations under the Class Airport license, the Licensee, in coordination with the Municipal Airport Authority, shall prepare and implement a written Security and Alcohol Management Plan approved by the Municipal Airport Authority and the Fargo Police Department. The plan must provide for: (a) appropriate training of the Licensee's employees regarding age verification, responsible beverage service, recognition of intoxication, refusal of service, and applicable airport procedures; (b) reasonable monitoring of alcohol sales and consumption areas through the collaborative efforts of the Licensee, the Municipal Airport Authority, airport security personnel, and other appropriate airport personnel; (c) appropriate signage and other reasonable measures identifying approved consumption areas and areas where alcoholic beverages are prohibited; and

(d) procedures for reporting and responding to underage possession or consumption, overconsumption, disorderly conduct, medical emergencies, and other alcohol-related incidents, including coordination with the Fargo Police Department and other appropriate airport or emergency personnel. The Fargo Police Department may request reasonable modifications to the plan at any time in response to alcohol-related incidents, recurring compliance concerns, or changed safety or security conditions. The Board of City Commissioners may review the operation of the Class Airport license and modify the requirements of this Resolution if circumstances warrant.

SECTION SEVEN – EFFECTIVE DATE. This Resolution is adopted in anticipation of the final passage, approval, and publication, of the ordinance establishing the “Class Airport” alcoholic beverage license. This Resolution shall have no force or effect unless and until that ordinance becomes effective. Subject to that condition, this Resolution shall automatically become effective, without further action by the Board of City Commissioners, upon the effective date of the ordinance establishing the “Class Airport” alcoholic beverage license, as finally adopted. If the ordinance establishing the “Class Airport” alcoholic beverage license is not finally adopted, 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.



CITY ATTORNEY
Ian R. McLean

**OFFICE OF THE
CITY ATTORNEY**

SERKLAND LAW FIRM

10 Roberts Street North
Fargo, ND 58102

Phone: 701.232.8957 | Fax: 701.237.4049

ASSISTANT CITY ATTORNEYS

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

September 10, 2026

3

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

RE: Dangerous Building located at 1334 1st Avenue South, Fargo, North Dakota

Dear Commissioners,

Enclosed for your review and approval are the proposed Findings of Fact and Conclusions and Order regarding the dangerous building proceeding for the property at 1334 1st Avenue South. At its August 31, 2026 meeting, the report presented by Shawn Ouradnik, city of Fargo Building Inspections Director, was approved by the Board. As such, the City Attorney's Office was directed to prepare the appropriate Findings of Fact and Conclusions and Order.

Suggested Motion: I move to approve the Findings of Fact and Conclusions and Order, as presented.

Sincerely,

Alissa R. Farol Czapiewski
Assistant City Attorney

Enclosure

cc: Shawn Ouradnik, Inspections Department

FINDINGS OF FACT, CONCLUSIONS AND ORDER
of the
BOARD OF CITY COMMISSIONERS
OF THE CITY OF FARGO

Property Address: 1334 1st Avenue South, Fargo, North Dakota

Property Owner: Kevin Oyer

A hearing was held before the Board of City Commissioners of the City of Fargo on the 31st day of August, 2026 regarding the property located at 1334 1st Avenue South, Fargo, North Dakota. Shawn Ouradnik, city of Fargo Building Inspections Director, appeared on behalf of the city of Fargo Inspections Department and provided testimony as to the condition of the property. Gate City Bank representatives Sue Anderson and Jay Krabbenhoft additionally appeared and provided testimony.

The Board heard the testimony offered by the Inspections Director, Sue Anderson, and Jay Krabbenhoft, considered the reports, evidence, and other information presented, and hereby makes the following Findings of Fact:

FINDINGS OF FACT

1. That Kevin Oyer (“Property Owner”) is the owner of the following described real property located in the City of Fargo, County of Cass, and State of North Dakota:

Lot A, Block Fifteen (15), Eddy & Fullers Addition to the city of Fargo

Street address: 1334 1st Avenue South, Fargo, North Dakota, 58103 (“Subject Property”)

2. That the Subject Property is currently in foreclosure proceedings, and Gate City Bank obtained a Default Judgment against Property Owner on August 4, 2026. Gate City Bank does not currently hold title to the Subject Property but anticipates obtaining title thereto in approximately late January or early February 2027. In the interim, Gate City Bank has made a private arrangement with the Property Owner to obtain access to the Subject Property for a professional contractor retained by Gate City Bank to remove hazardous materials from the structure and winterize the property. The Board recognizes Gate City Bank's anticipated future ownership interest and its efforts

to secure and winterize the Subject Property but makes no finding that Gate City Bank is the current owner of the Subject Property.

3. That on June 15, 2026, Bryant Doschadis, Code Enforcement Inspector for the city of Fargo, inspected Subject Property and found the buildings, consisting of a two-story, wood-framed house structure, and a detached garage, to be dangerous buildings within the standards outlined in Article 21-04 of the Fargo Municipal Code and Section 111.1.5 of the International Property Maintenance Code concerning dangerous structures.

4. That the buildings are unsafe and dangerous in the following respects: (a) water service was discontinued on or about February 2, 2026; (b) electrical service was discontinued on or about May 1, 2026; (c) accumulation of junk, debris, refuse and other nuisance conditions; and (d) unsanitary conditions.

5. That the following conditions exist concerning Subject Property:

- a. The building is unsafe, fails to provide the amenities essential to decent living, and is unfit for human habitation; and
- b. The building is unsafe or dangerous to the health, moral safety, or general welfare of the people of the City of Fargo.

6. That the information in the files of the Inspections Department stemming from various inspections of the property on or before June 15, 2026, concerning Subject Property is hereby accepted as true and correct.

7. That Notice of Dangerous Building was posted to the building on Subject Property on or about June 16, 2026, under Municipal Code § 21-0404. The Notice of Dangerous Building informed the owner and all occupants, if any, that the “dangerous building” must be vacated and secured, and the building must be demolished, or any necessary and valid permits be obtained within thirty (30) days from the date of the notice.

CONCLUSIONS AND ORDER

Based on the foregoing Findings of Fact, the Board of City Commissioners hereby makes the following Conclusions:

1. That the buildings located at 1334 1st Avenue South, Fargo, North Dakota 58103, are hereby found to be “dangerous buildings.”
2. That the Property Owner or anyone claiming to have an ownership interest in said buildings have not sufficiently presented cause why the “dangerous buildings” should not be demolished.
3. That despite being ordered that the buildings on Subject Property should be demolished, or necessary and valid permits be obtained within thirty (30) days of the notice, the Property Owner or anyone else claiming to have an ownership interest in said buildings have failed to do so.
4. That Gate City Bank is currently a mortgagee and party to foreclosure proceedings concerning the Subject Property, but does not presently hold title to the Subject Property.

IT IS HEREBY ORDERED that Property Owner Kevin Oyer shall complete all repairs necessary, as determined sufficient in the discretion of the Building Official, or demolish the “dangerous building” and remove all junk and building debris located at 1334 1st Avenue South, Fargo, North Dakota by March 31, 2027.

It is further **ORDERED** that any successor owner of the Subject Property shall be subject to the requirements of this Order upon acquiring ownership of the Subject Property.

It is further **ORDERED** that if the Property Owner fails to complete all necessary repairs or demolish said “dangerous buildings,” the City Auditor, Building Inspector, and City Attorney are directed to act on behalf of the city of Fargo to cause the “dangerous buildings” to be demolished, and the cost of said demolition to be assessed against Subject Property as provided in Section 21-0405 of the Fargo Municipal Code.

Nothing in this Order shall be construed as a determination that Gate City Bank presently holds title to the Subject Property. Gate City Bank's status as a mortgagee and its anticipated acquisition of title through the pending foreclosure proceedings are recognized by the Board, and Gate City Bank's current access to the Subject Property for purposes of removing hazardous materials and winterizing the property shall not alter the obligations imposed by this Order.

DATED this _____ day of September, 2026.

BOARD of CITY COMMISSIONERS of the
CITY OF FARGO,
a North Dakota municipal corporation

By _____
Joshua A. Boschec, Mayor

ATTEST:

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

NOTICE OF ENTRY OF ORDER

TO: KEVIN OYER AND ALL OTHER PERSONS HAVING INTEREST IN THIS
PROPERTY

RE: PROPERTY AT 1334 1st AVENUE SOUTH, FARGO, NORTH DAKOTA 58103

YOU ARE HEREBY GIVEN NOTICE that you shall have thirty (30) days from the date of service of Findings of Fact and Conclusions and Order of the Board of City Commissioners of the City of Fargo ("Order") upon you in which to appeal the Order to the District Court of Cass County, North Dakota, or to take such other legal action to enjoin the enforcement of this Order as you deem proper, all under the appeal procedure outlined in Fargo Municipal Code § 21-0412. You are further given notice that the "dangerous buildings" on Subject Property may be demolished by the city of Fargo at any time on or after March 31, 2027.

DATED this _____ day of September, 2026.

BOARD OF CITY COMMISSIONERS
CITY OF FARGO,
a North Dakota municipal corporation

By _____
Joshua A. Boschee, Mayor

ATTEST:

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



CITY ATTORNEY
Ian R. McLean

**OFFICE OF THE
CITY ATTORNEY**

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ASSISTANT CITY ATTORNEYS

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

September 10, 2026

4

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

RE: Dangerous Building located at 1433 4th Avenue South, Fargo, North Dakota

Dear Commissioners,

Enclosed for your review and approval are the proposed Findings of Fact and Conclusions and Order regarding the dangerous building proceeding for the property at 1433 4th Avenue South. At its August 31, 2026 meeting, the report presented by Shawn Ouradnik, city of Fargo Building Inspections Director, was approved by the Board. As such, the City Attorney's Office was directed to prepare the appropriate Findings of Fact and Conclusions and Order.

Suggested Motion: I move to approve the Findings of Fact and Conclusions and Order, as presented.

Sincerely,

Alissa R. Farol Czapiewski
Assistant City Attorney

Enclosure

cc: Shawn Ouradnik, Inspections Department

FINDINGS OF FACT, CONCLUSIONS AND ORDER
of the
BOARD OF CITY COMMISSIONERS
OF THE CITY OF FARGO

Property Address: 1433 4th Avenue South, Fargo, North Dakota

Property Owners: Amanuel Tedla & Winta Drar

A hearing was held before the Board of City Commissioners of the City of Fargo on the 31st day of August, 2026, regarding the property located at 1433 4th Avenue South, Fargo, North Dakota. Shawn Ouradnik, city of Fargo Building Inspections Director, appeared on behalf of the city of Fargo Inspections Department and provided testimony as to the condition of the property. Property Owner Amanuel Tedla along with Kerry Johnson of Autopilot Properties additionally appeared and provided testimony.

The Board heard the testimony offered by the Inspections Director, Amanuel Tedla, and Kerry Johnson, considered the reports, evidence, and other information presented, and hereby makes the following Findings of Fact:

FINDINGS OF FACT

1. That Amanuel Tedla and Winta Drar (“Property Owners”) are the owners of the following described real property located in the City of Fargo, County of Cass, and State of North Dakota:

Lot E, Block Twenty-Eight (28), Eddy & Fullers Addition to the city of Fargo

Street address: 1433 4th Avenue South, Fargo, North Dakota, 58103 (“Subject Property”)

2. That on May 13, 2026, Dillon Riemann, Building Inspector for the city of Fargo, inspected Subject Property and found the building, consisting of a one and one-half story, wood-framed house structure, and a detached garage, to be dangerous buildings within the standards outlined in Article 21-04 of the Fargo Municipal Code and Section 111.1.5 of the International Property Maintenance Code concerning dangerous structures.

3. That the buildings are unsafe and dangerous in the following respects: (a) inadequate repairs to foundation walls; (b) beam lacks proper bearing support; (c) guard missing for opening to basement; (d) exposed electrical wiring; (e) unpermitted electrical work; (f) over notched floor joists (improper bearing for floor joists); (g) missing siding; (h) no water service; (i) plumbing system is incomplete; (j) garage in a state of disrepair; and (k) no vapor barrier on basement floor.

4. That the following conditions exist concerning Subject Property:

- a. The buildings are unsafe, fail to provide the amenities essential to decent living, and are unfit for human habitation; and
- b. The buildings are unsafe or dangerous to the health, moral safety, or general welfare of the people of the City of Fargo.

5. That the information in the files of the Inspections Department stemming from various inspections of the property on or before May 13, 2026, concerning Subject Property is hereby accepted as true and correct.

6. That Notice of Dangerous Building was posted to the building on Subject Property on or about June 5, 2026, under Municipal Code § 21-0404. The Notice of Dangerous Building informed the owners and all occupants, if any, that the “dangerous buildings” must be vacated and secured, and the buildings must be demolished, or any necessary and valid permits be obtained within thirty (30) days from the date of the notice.

CONCLUSIONS AND ORDER

Based on the foregoing Findings of Fact, the Board of City Commissioners hereby makes the following Conclusions:

1. That the buildings located at 1433 4th Avenue South, Fargo, North Dakota 58103, are hereby found to be “dangerous buildings.”
2. That the Property Owners or anyone claiming to have an ownership interest in said buildings have not sufficiently presented cause why the “dangerous buildings” should not be demolished.
3. That despite being ordered that the buildings on Subject Property should be demolished, or necessary and valid permits be obtained within thirty (30) days of the notice, the Property Owners or anyone else claiming to have an ownership interest in said buildings have failed to do so.

IT IS HEREBY ORDERED that the Property Owners, or anyone else claiming an ownership interest, shall complete all repairs necessary, as determined sufficient in the discretion of the Building Official, or demolish the “dangerous building” and remove all junk and building debris located at 1433 4th Avenue South, Fargo, North Dakota by October 30, 2026.

It is further ordered that if the Property Owners fail to complete all necessary repairs or demolish said “dangerous buildings,” the City Auditor, Building Inspector, and City Attorney are directed to act on behalf of the city of Fargo to cause the “dangerous buildings” to be demolished, and the cost of said demolition to be assessed against Subject Property as provided in Section 21-0405 of the Fargo Municipal Code.

DATED this _____ day of September, 2026.

BOARD of CITY COMMISSIONERS of the
CITY OF FARGO,
a North Dakota municipal corporation

By _____
Joshua A. Boschee, Mayor

ATTEST:

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

NOTICE OF ENTRY OF ORDER

TO: AMANUEL TEDLA, WINTA DRAR, AND ALL OTHER PERSONS HAVING
INTEREST IN THIS PROPERTY

RE: PROPERTY AT 1433 4th AVENUE SOUTH, FARGO, NORTH DAKOTA 58103

YOU ARE HEREBY GIVEN NOTICE that you shall have thirty (30) days from the date of service of Findings of Fact and Conclusions and Order of the Board of City Commissioners of the City of Fargo ("Order") upon you in which to appeal the Order to the District Court of Cass County, North Dakota, or to take such other legal action to enjoin the enforcement of this Order as you deem proper, all under the appeal procedure outlined in Fargo Municipal Code § 21-0412. You are further given notice that the "dangerous buildings" on Subject Property may be demolished by the city of Fargo at any time on or after October 30, 2026.

DATED this _____ day of September, 2026.

BOARD OF CITY COMMISSIONERS
CITY OF FARGO,
a North Dakota municipal corporation

By _____
Joshua A. Boschee, Mayor

ATTEST:

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



August 28, 2026

Board of City Commissioners
City Hall
Fargo, ND 58102

Dear Commissioners:

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

I have attached a copy of an application for real estate tax exemption of building improvements submitted by Marcus Sickler. 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 \$1,527 with the City of Fargo's share being \$260.

Sincerely,

A handwritten signature in black ink, appearing to read "Mike Splonskowski".

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 Marcus Sickler 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). Interior and exterior remodel; garage demo and rebuild

7. Building permit No. 26030002 8. Year built (residential property) 1950

9. Date of commencement of making the improvements May 1 2024

10. Estimated market value of property before the improvements \$ 126,500.00

11. Cost of making the improvement (all labor, material and overhead) \$ 113,700

12. Estimated market value of property after the improvements \$ 240,200

Applicant's Certification And Signature

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

Applicant Marcus Sickler Date 8/27/26

Assessor's Determination And Signature

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

Assessor/Director of Tax Equalization Mike Suburki Date 8-31-2026

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 _____



August 26, 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 Garrett and Katherine Bladow. 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 \$436 with the City of Fargo's share being \$74.

Sincerely,

A handwritten signature in black ink that reads "Mike Splonskowski".

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 Garret & Katherine Bladow 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). Kitchen remodel + SHINGLES
7. Building permit No. 25080636 8. Year built (residential property) 1926
9. Date of commencement of making the improvements Dec 2025
10. Estimated market value of property before the improvements \$ 298,200.00
11. Cost of making the improvement (all labor, material and overhead) \$ 150,000
12. Estimated market value of property after the improvements \$ 339,700.00

Applicant's Certification And Signature

13. I certify that the information contained in this application is correct to the best of my knowledge.
Applicant K. Bladow Date 26 Aug 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 Mike J. Condon Date 8-31-2026

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 _____



August 26, 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 Bradley Else. 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 \$66 with the City of Fargo's share being \$11.

Sincerely,

A handwritten signature in black ink that reads "Mike Splonskowski".

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 <u>Bradley Else</u>	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). <u>Updated shingles</u>	
7. Building permit No. <u>n/a</u>	8. Year built (residential property) <u>1959</u>
9. Date of commencement of making the improvements <u>08/16/2026</u>	
10. Estimated market value of property before the improvements	\$ <u>223,200.00</u>
11. Cost of making the improvement (all labor, material and overhead)	\$ <u>9,665.14</u>
12. Estimated market value of property after the improvements	\$ <u>228,100</u>

Applicant's Certification And Signature

13. I certify that the information contained in this application is correct to the best of my knowledge.	
Applicant <u>Bradley J. Else</u>	Date <u>8-23-2026</u>

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 <u>Theresa Splendorelli</u>	Date <u>8-31-2026</u>

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 _____



August 25, 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 Christine Haus. 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 \$103 with the City of Fargo's share being \$18.

Sincerely,

A handwritten signature in black ink that reads "Mike Splonskowski".

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 <u>Christine Haus</u>	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). <u>Lower level bathroom remodel</u>	
7. Building permit No. <u>26050224</u>	8. Year built (residential property) <u>1955</u>
9. Date of commencement of making the improvements <u>05/31/2021</u>	
10. Estimated market value of property before the improvements	\$ <u>269,900.00</u>
11. Cost of making the improvement (all labor, material and overhead)	\$ <u>15,000</u>
12. Estimated market value of property after the improvements	\$ <u>277,600</u>

Applicant's Certification And Signature

13. I certify that the information contained in this application is correct to the best of my knowledge.	
Applicant <u>Christine Haus</u>	Date <u>8/19/2021</u>

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 <u>Willy Salaschuk</u>	Date <u>8-31-2021</u>

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 _____



August 5, 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 Gina Deibel. 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 \$158 with the City of Fargo's share being \$27.

Sincerely,

A handwritten signature in black ink that reads "Mike Splonskowski".

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 MEADOWS, DEBORA Phone No. _____
5. Mailing Address of Property Owner _____

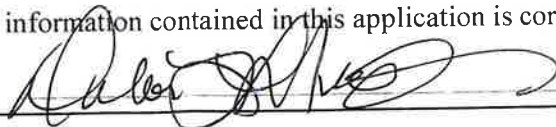
Description Of Improvements For Exemption

6. Describe type of renovating, remodeling, alteration or addition made to the building for which exemption is claimed (attach additional sheets if necessary). 3-Season sun room gutted completely and rebuilt into a 3rd Bedroom. Improvement completed 2026
7. Building permit No. 26060589 and 24040150
8. Year built (residential property) 1979
9. Date of commencement of making the improvements 2024
10. Estimated market value of property before the improvements \$ 250,000
11. Cost of making the improvement (all labor, material and overhead) \$ 17,000
12. Estimated market value of property after the improvements \$ 270,000

Applicant's Certification And Signature

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

Applicant



Date

7-22-26

Assessor's Determination And Signature

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

Assessor/Director of Tax Equalization



Date

8-31-2026

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 _____



August 5, 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 Debora Meadows. 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 \$211 with the City of Fargo's share being \$36.

Sincerely,

A handwritten signature in black ink, appearing to read "Mike Splonskowski".

Mike Splonskowski
City Assessor

nlb
attachment

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

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

Property Owner *

DEIBEL, GINA

Description Of Improvements For Exemption

Describe type of renovating, remodeling, alteration or addition made to the building for which exemption is claimed. *

New siding and new windows and sliding patio door (do not know what estimated market value is after both improvements)

Building permit No. *

26050176

Year built (residential property) *

2001

Date of commencement of making the improvements *

6/1/2026

Estimated market value of property before the improvements *

\$ 240,900.00

Cost of making the improvement (all labor, material and overhead) *

\$ 33,840.20

Estimated market value of property after the improvements *

\$ 252,700.00

Applicant's Certification And Signature

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

Gina Deibel

Date *

7/31/2026

Assessor's Determination And Signature

The assessor/county director of tax equalization finds that the improvements described in this application *

☐ do☐ do not

meet the qualifications for exemption for the following reason(s): *

The residential property was built 25 or more years ago

Assessor/Director of Tax Equalization

Michael J. Szymanski

Date *

8/4/2026

Action of Governing Body

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

☒ Approved☐ Denied

Approval is subject to the following conditions:

Exemption is allowed for years

Year



July 1, 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 Cailey and Christa Schlosser. 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 \$120 with the City of Fargo's share being \$21.

Sincerely,

A handwritten signature in black ink, appearing to read "Mike Splonskowski".

Mike Splonskowski
City Assessor

nlb
attachment

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

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

Property Owner *

SCHLOSSER, CAILEY & CHRISTA

Description Of Improvements For Exemption

Describe type of renovating, remodeling, alteration or addition made to the building for which exemption is claimed. *

New siding, new paint, replaced garage, painted inside house, remodeled kitchen/dining room/entry, buffed floors, remodeled upstairs bathroom, added bathroom downstairs.

Building permit No. *

2503-0758-REN

Year built (residential property) *

1921

Date of commencement of making the improvements *

6/5/2026

Estimated market value of property before the improvements *

\$ 120,000.00

Cost of making the improvement (all labor, material and overhead) *

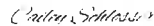
\$ 120,000.00

Estimated market value of property after the improvements *

\$ 295,000.00

Applicant's Certification And Signature

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



Date *

7/1/2026

Assessor's Determination And Signature

The assessor/county director of tax equalization finds that the improvements described in this application *

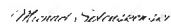
do

do not

meet the qualifications for exemption for the following reason(s): *

The residential property was built 25 or more years ago

Assessor/Director of Tax Equalization



Date *

7/1/2026

Action of Governing Body

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

☒ Approved☐ Denied

Approval is subject to the following conditions:

Exemption is allowed for years

Year



July 1, 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 Steffani Ginger. 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 \$158 with the City of Fargo's share being \$27.

Sincerely,

A handwritten signature in black ink, appearing to read "Mike Splonskowski".

Mike Splonskowski
City Assessor

nlb
attachment

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

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

Property Owner *

GINGER, STEFFANI M

Description Of Improvements For Exemption

Describe type of renovating, remodeling, alteration or addition made to the building for which exemption is claimed. *	New Siding
Building permit No. *	26050177
Year built (residential property) *	2001
Date of commencement of making the improvements *	5/18/2026
Estimated market value of property before the improvements *	\$ 240,900.00
Cost of making the improvement (all labor, material and overhead) *	\$ 17,737.20
Estimated market value of property after the improvements *	\$ 252,700.00

Applicant's Certification And Signature

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

Steffani Ginger

Date *

7/25/2026

Assessor's Determination And Signature

The assessor/county director of tax equalization finds that the improvements described in this application *

☒ do

☐ do not

meet the qualifications for exemption for the following reason(s): *

The residential property was built 25 or more years ago

Assessor/Director of Tax Equalization

Michael Sorenson

Date *

7/27/2026

Action of Governing Body

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

☒ Approved

☐ Denied

Approval is subject to the following conditions:

Exemption is allowed for years

Year



6

MEMORANDUM

TO:

Board of City Commissioners

FROM:

Angie Bear, Deputy City Auditor/City Clerk

DATE:

September 14, 2026

SUBJECT:

2026–2027 First Quarter Alcohol Beverage License Renewal

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

Renewal requirements include:

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

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

Recommended Motion:

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

Anand Indian Cuisine
Auger Inn All Ranks Club
Bismarck Tavern
Black Coffee and Waffle Bar
Blackbird Woodfire
Bottle Barn Liquors
Bottle Barn Off Broadway
Cowboy Jacks
Dempsey's Public House
Divine Taste of Africa
Double Up
Drekker Brewing Company
Duffy's
Elks
Empire Liquors West
Empire Tavern
Fargo Country Club
Fargo Stopping Center
Fly Rail
Frank's Lounge
Happy Harry's Bottle Shop-45th St S
Happy Harry's Bottle Shop-53 Ave S
Happy Harry's Bottle Shop -19 Ave N
Hi-Ho South
JL Beers-1st Ave N
JL Beers-32nd Ave S
KingPinz
La Terraza Mexican Bar & Grill
Marges Diner
Marge's Supper Club and Lucky Lounge (name change from The Boiler Room)
Mezzaluna
Nobull Country Club
Northport Liquors
Old Broadway Food & Brewing Co
Plains Art Museum
Radisson-Fargo
Red Lobster #309
Rhombus Guys
Rick's Bar
Round Up (45th St) Royal Liquors and Bar
Royal Liquors & Woody's Bar (32nd Ave)
Royal Liquors (25th St)
Royal Liquors (Main Ave)
Royal Liquors Village West

SmashBurger
Spaghetti Western
Speck's Bar
Springhill Suites
Suite Shots
The Bulldog Tap
VFW
Vinyl Taco
Wurst Bier Hall
Wasabi Poke Bowl

7

MEMORANDUM

TO: BOARD OF CITY COMMISSIONERS

FROM: AUDITOR'S OFFICE

DATE: SEPTEMBER 14, 2026

SUBJECT: GAMING SITE AUTHORIZATIONS

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

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

Northern Prairie Performing Arts at Fly Rail 1531 University Drive South.



MEMORANDUM

TO: BOARD OF CITY COMMISSIONERS

FROM: AUDITOR'S OFFICE

DATE: SEPTEMBER 14, 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.

Believe Achieve Succeed Supporters for a raffle on 12/1/26 & 12/13/26.

Davies Theatre for a calendar raffle for the 2026-2027 school year.

Davies Volleyball for a raffle on 9/17/26, 9/24/26, 10/1/26, 10/27/26, 11/3/26.

FirstChoice Clinic d/b/a Women's Care Center for bingo on 10/3/26.

HERO Healthcare, Equipment, Recycling, Organization for a raffle on 9/17/26.

NDSU Farmhouse Fraternity for a raffle on 12/10/26.

NDSU Clay Target Club for a raffle on 11/18/26.

Pink Plaid/Bras off Broadway for a raffle on 10/22/26.

Red River Advocacy Center for a raffle and raffle board on 10/23/26.

Sts. Anne & Joachim Catholic Church for bingo and a raffle on 11/8/26.



TO: BOARD OF CITY COMMISSIONERS

FROM: PRINCIPAL OFFICE ASSOCIATE DIANNA BAUMANN

DATE: SEPTEMBER 14, 2026

SUBJECT: MEETING SCHEDULE FOR 2027

I am proposing the following schedule for City Commission meetings for 2027 (please note, if a Monday meeting day falls on a holiday, the meeting will be held on Tuesday).

January 4 and 19 (Tuesday)

February 1 and 16 (Tuesday)

March 1, 15 and 29

April 12 and 26

May 10 and 24

June 7 and 21

July 6 (Tuesday) and 19

August 2, 16 and 30

September 13 and 27

October 11 and 25

November 8 and 22

December 6 and 20

RECOMMENDED MOTION: To approve the 2027 City Commission meeting schedule as outlined above.

PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

10

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

Location: Main Avenue, University Dr – 25th St Date of Hearing: 9/8/2026

<u>Routing</u>	<u>Date</u>
City Commission	<u>9/14/2026</u>
PWPEC File	<u>X</u>
Project File	<u>Jeremy Gorden</u>

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

Funding for the project will consist of Federal Highway Funds from the NDDOT's Regional Highway System, State Funds (NDDOT), City Utility Funds (Water Rec & Water), and Special Assessments. The estimated construction cost has changed. It was originally estimated at \$38,712,227, but is now estimated at \$43,760,514 with our share estimated at \$13,853,023.

Staff is recommending approval of the Amended CPM Agreement.

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

RECOMMENDED MOTION

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

PROJECT FINANCING INFORMATION:

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

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

COMMITTEE

Josh Boschee, Mayor
 Nicole Crutchfield, Director of Planning
 Gary Lorenz, Fire Chief
 Michael Redlinger, City Administrator
 Ben Dow, Director of Operations
 Tom Knakmuhs, City Engineer
 Susan Thompson, Finance Director

<u>Present</u>	<u>Yes</u>	<u>No</u>	<u>Unanimous</u>
☐	☐	☐	☒
☒	☒	☐	Mark Williams
☒	☒	☐	
☐	☐	☐	
☒	☒	☐	
☒	☒	☐	
☒	☒	☐	

ATTEST:

C: Kristi Olson


 Tom Knakmuhs, P.E.
 City Engineer

Memorandum

To: Members of PWPEC

From: Jeremy M. Gorden, PE, PTOE
Division Engineer – Transportation

Date: September 3, 2026

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

Background:

In January 2026, we approved the original CPM Agreement from the Local Government Division of the NDDOT for the reconstruction of Main Avenue from University Drive to 25th Street. The project was bid in February of this year and all bids were rejected. The project design was modified over the course of the past 6 months and is now slated to be re-bid on September 25, 2026, with construction to begin in 2027 and be completed by fall of 2028.

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

What has changed is the estimated total cost of the project. It was originally estimated at \$38,712,227, but is now estimated at \$43,760,514, and our share is estimated to be \$13,853,023.

Recommended Motion:

I recommend approval of the Amendment to the original CPM Agreement for this project.

JMG/klb
Attachment

MEMO TO: Chad Orn
Deputy Director for Planning

FROM: Palo, George H., Urban Project Manager

DATE: 09/01/2026

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

This is the Amendment to the CPM Agreement between the NDDOT and the City of Fargo for the reconstruction of US Highway 10 (Main Ave); between 25th Street and University Dr. Due to an unfavorable bid, the project was re-worked changing the overall Preliminary Engineering costs, Estimated construction costs and contributing Queue percentages. This Amendment incorporates those changes.

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

38/ghp

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

NDDOT Contract No. 38260024B

**North Dakota Department of Transportation
AMENDMENT TO CONTRACT NO. 38260024
Project No. NHU-CRP-CPU-8-010(046)938**

THIS AMENDMENT to the above-referenced contract is entered into by and between the State of North Dakota, acting through its Director of Transportation, hereinafter known as NDDOT, whose address is 608 East Boulevard Avenue, Bismarck, North Dakota 58505-0700, and City of Fargo, hereinafter known as the Contractor, whose address is 225 4th St. N, Fargo ND 58102.

WHEREAS, the parties entered into a contract on 01/14/2026; and

WHEREAS, The project was re-designed due to an unfavorable bid; and

WHEREAS, The project cost increased from \$38,712,227.55 to an estimated total of \$43,760,514.93 increasing the Contractor's share from \$12,482,022.83 to an estimated \$13,853,023.22; and

WHEREAS, The funding splits for the contributing queue drainage portion of the project were 72.39 percent Federal funds; 8.11 percent State funds; and 19.50 percent Contractor's funds; will now be, 72.64 percent Federal funds; 8.14 percent State funds; and 19.22 percent Contractor's funds; and

NOW THEREFORE, the Contractor and NDDOT agree that this amendment changes the total construction and agency costs due to re-design of the project outlined in Contract Number 38260024, executed on 01/14/2026.



All other terms and conditions of the above-referenced contract are incorporated herein by reference and remain in full force and effect.

EXECUTED the date last below signed.

WITNESS:

NAME (TYPE OR PRINT)

SIGNATURE

To be signed by Owner; Partner; Corp. Pres., Vice Pres., or other authorized Corp. Officer. (If signed by other authorized Corp. Officer, please attach copy of Power of Attorney or other documentation showing authority to sign.)

CONTRACTOR:

COMPANY NAME

OFFICER'S NAME (TYPE OR PRINT)

SIGNATURE

TITLE

DATE

WITNESS:

NAME (TYPE OR PRINT)

SIGNATURE

NORTH DAKOTA DEPARTMENT
OF TRANSPORTATION

DIRECTOR (TYPE OR PRINT)

SIGNATURE

DATE

APPROVED as to substance by:

DIVISION DIRECTOR (TYPE OR PRINT)

SIGNATURE

DATE

CLA 52494 (Div. 06)
L.D. Approved 5-19-00; 5-03



Risk Management Appendix

Routine* Service Agreements with Sovereign Entities and Political Subdivisions of the State of North Dakota:**Parties:** State – State of North Dakota, its agencies, officers and employees**Governmental Entity** – The Governmental Entity executing the attached document, its agencies, officers and employees**Governments** – State and Government Entity, as defined above

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

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

- 1) **Commercial general liability and automobile liability insurance** – minimum limits of liability required of the Governmental Entity are \$500,000 per person and \$2,000,000 per occurrence. The minimum limits of liability required of the State are \$500,000 per person and \$2,000,000 per occurrence.
- 2) **Workers compensation insurance** meeting all statutory limits.
- 3) The policies and endorsements may not be canceled or modified without **thirty (30) days prior written notice** to the undersigned State representative.

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

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

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

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

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

RM Consulted 2007
Revised 6-26



Funding Split for Fargo Main Ave Reconstruct.
 Project: NHU-CRP-CPU-8-010(046)938, PCN 23199

Description of Cost	Engineering Estimate	Engineering Cost (10%)	Total Estimate	Federal Funds	State Funds	Local Funds	Total
Preliminary Engineering	\$ 4,245,480.00	\$ -	\$ 4,245,480.00	\$ 3,435,866.96	\$ 385,065.04	\$ 424,548.00	\$ 4,245,480.00
Right of way and Easement	\$ 44,965.00	\$ -	\$ 44,965.00	\$ 36,390.17	\$ 4,078.33	\$ 4,496.50	\$ 44,965.00
Construction Cost (NHU)	\$ 20,384,223.25	\$ 2,038,422.33	\$ 22,422,645.58	\$ 18,146,647.06	\$ 2,033,733.95	\$ 2,242,264.56	\$ 22,422,645.58
Construction Cost - City Only (CPU)	\$ 8,963,099.00	\$ 896,309.90	\$ 9,859,408.90	-	-	\$ 9,859,408.90	\$ 9,859,408.90
CRP	\$ 584,020.00	\$ 58,402.00	\$ 642,422.00	\$ 519,912.12	\$ 58,267.68	\$ 64,242.20	\$ 642,422.00
Drainage	\$ 5,950,539.50	\$ 595,053.95	\$ 6,545,593.45	\$ 4,754,719.08	\$ 532,811.31	\$ 1,258,063.06	\$ 6,545,593.45
Totals	\$ 40,172,326.75	\$ 3,588,188.18	\$ 43,760,514.93	\$ 26,893,535.41	\$ 3,013,956.30	\$ 13,853,023.22	\$ 43,760,514.93

Local Government Division: August 20, 2026

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

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

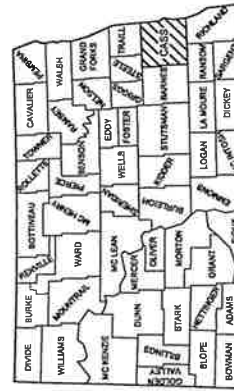
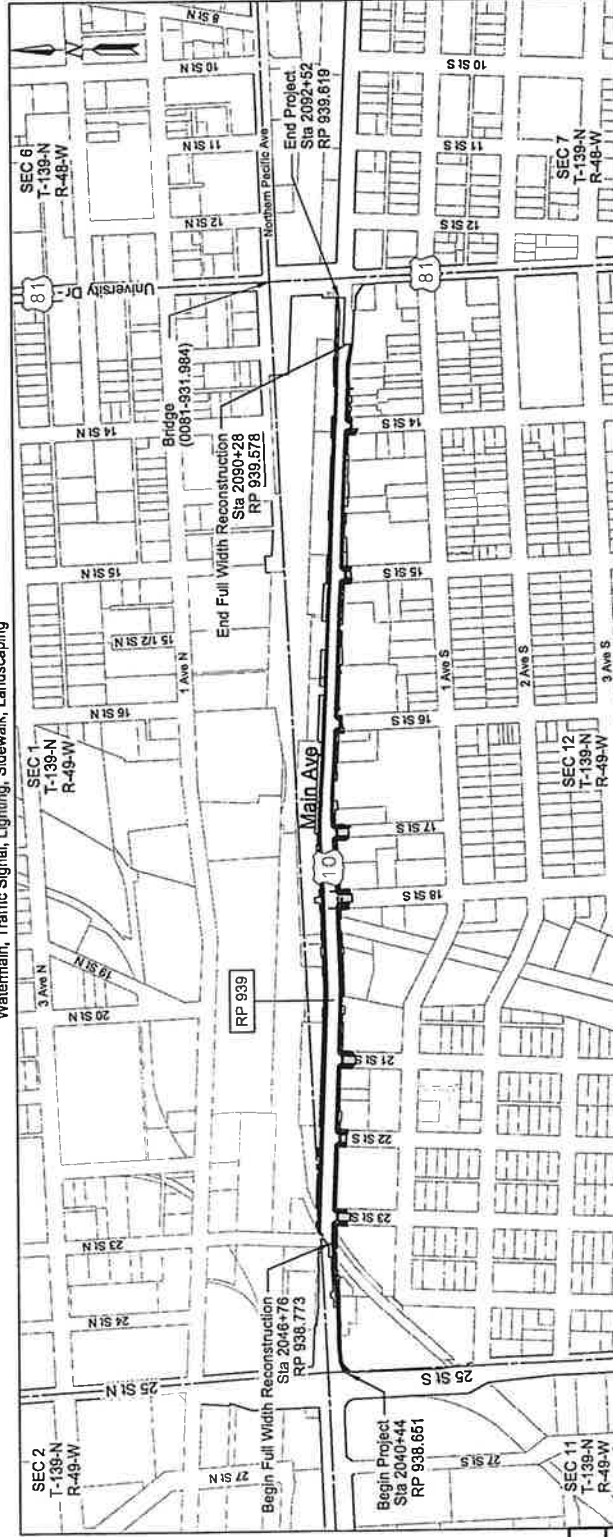
NORTH DAKOTA
DEPARTMENT OF TRANSPORTATION
NHU-CRP-CPU-8-010(046)938
CITY OF FARGO IMPROVEMENT DISTRICT NO. BR-23-A

Cass County
Main Avenue (US 10)
25th Street to University Drive
Grading, Salvaged Base, PCC Pavement, Curb & Gutter, Storm Sewer, Sanitary Sewer,
Watermain, Traffic Signal, Lighting, Sidewalk, Landscaping

STATE	PROJECT NO.	PCN	SECTION NO.	SHEET NO.
ND	NHU-CRP-CPU-8-010(046)938	23199	1	1

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

PROJECT NUMBER \ DESCRIPTION NET MILES GROSS MILES
NHU-CRP-CPU-8-010(046)938 0.886 0.988



DESIGNER	James Mickelson
DESIGNER	Dallon Dryburgh
DESIGNER	Levi Heller
DESIGNER	Nick Gubbels
DESIGNER	Levi Cleggett
DESIGNER	Eric Laidley
DESIGNER	Steve McHenry
DESIGNER	Adrian Potter
DESIGNER	Jacob Gunderson
DESIGNER	Mike Johnson

APEX ENGINEERING GROUP

REGISTERED PROFESSIONAL ENGINEER
MATTHEW T. KINSELLA
PE - 6692
DATE: 07/23/26
NORTH DAKOTA

ND DEPARTMENT OF TRANSPORTATION
OFFICE OF PROJECT DEVELOPMENT

Jon Ketterling
07/23/26

MEMO TO: Chad Orn
Deputy Director for Planning

FROM: Palo, George H., Urban Project Manager

DATE: 01/09/2026

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

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

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

38/ghp

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

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

Federal Award Information – to be provided by NDDOT

Assistance Listing No: 20.205

Assistance Listing Title: Highway Planning & Construction

Award Name: Federal Aid Highway Program

Awarding Fed. Agency: Federal Highway Admin

NDDOT Program Mgr: Palo, George H.

Telephone: 701-787-6539

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

Project No. NHU-CRP-CPU-8-010(046)938**PCN:** 23199**Location:** FARGO, MAIN AVE, 25TH ST-UNIVERSITY DR

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

Point of Beginning: RP 938.651 (Sta 2040+44)**Point of Ending:** RP 939.619 (Sta 2092+52)

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

The LPA

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



Additional Funding Clause:

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

PART I

LPA Obligation:

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

PART II

Post Construction

After the project is completed the LPA agrees to:

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

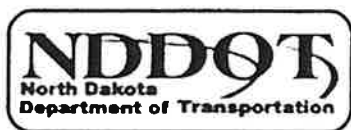


PART III**Maintenance**

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

PART IV**General:**

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



Page 66

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

APPROVED:

LPA of City of Fargo

Ian McLean

LPA ATTORNEY (TYPE OR PRINT)

Ian McLean

SIGNATURE

01/12/26

DATE

Timothy J Mahoney

NAME (TYPE OR PRINT)

Timothy J Mahoney

SIGNATURE

* Mayor of Fargo

TITLE

01/14/26

DATE

ATTEST:

Angie Bear

AUDITOR (TYPE OR PRINT)

Angie Bear

SIGNATURE

01/14/26

DATE

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

APPROVED as to substance by:

NORTH DAKOTA DEPARTMENT OF
TRANSPORTATION

Derek Pfeifer

DIVISION DIRECTOR (TYPE OR PRINT)

SIGNATURE

01/12/26

DATE

Chad Orn

For the DIRECTOR (TYPE OR PRINT)

SIGNATURE

01/14/26

DATE

*Mayor or President of Commission

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

ATTORNEY GENERAL

APPROVED as to Execution

01/14/26

Special Asst Attorney General



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

CERTIFICATION OF LOCAL MATCH

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

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

Source:

Special Assessments, Sales Tax, Utility Funds

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

ATTEST:

Angie Bear

AUDITOR (TYPE OR PRINT)

Angie Bear

SIGNATURE

01/14/26

DATE

APPROVED:

LPA of City of fargo

Timothy J Mahoney

NAME (TYPE OR PRINT)

Timothy J Mahoney

SIGNATURE

* Mayor of Fargo

TITLE

01/14/26

DATE

*Mayor or President of Commission

CLA 17058 (Div. 38)

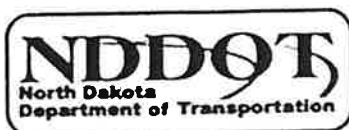
L.D. Approved 02-18; Rev. 1-23



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

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

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



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

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

Pertinent Non-Discrimination Authorities:

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



Risk Management Appendix

Routine* Service Agreements with Sovereign Entities and Political Subdivisions of the State of North Dakota:**Parties:** State – State of North Dakota, its agencies, officers and employees**Governmental Entity** – The Governmental Entity executing the attached document, its agencies, officers and employees**Governments** – State and Government Entity, as defined above

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

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

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

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

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

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

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

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

RM Consulted 2007
Revised 6-25



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

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

Local Government Division: January 07, 2026

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

Certificate Of Completion

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

Status: Completed

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

Contract Number: 38260024

PCN: 23199

Source Envelope:

Document Pages: 11

Signatures: 8

Certificate Pages: 5

Initials: 3

AutoNav: Enabled

EnvelopeId Stamping: Enabled

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

Envelope Originator:

George Palo

608 E Boulevard Ave

Bismarck, ND 58505

ghpalo@nd.gov

IP Address: 165.234.92.123

Record Tracking

Status: Original

1/9/2026 5:23:08 PM

Holder: George Palo

ghpalo@nd.gov

Location: DocuSign

Security Appliance Status: Connected

Pool: StateLocal

Storage Appliance Status: Connected

Pool: Carahsoft OBO North Dakota Department of Transportation CLOUD

Location: Docusign

Signer Events

Signature

Timestamp

Stacey Hanson

smhanson@nd.gov

Assistant Local Government Engineer

Carahsoft OBO North Dakota Department of

Transportation CLOUD

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

Signature Adoption: Pre-selected Style

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Phone: +1 701-527-8879

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Phone: +1 701-527-8879

Electronic Record and Signature Disclosure:

Not Offered via Docusign

Derek Pfeifer

ddpfeifer@nd.gov

Local Gov Eng

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

Signature Adoption: Pre-selected Style

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Phone: +1 701-471-5516

Signer Events**Signature****Timestamp****Electronic Record and Signature Disclosure:**
Not Offered via DocuSign

Nicole Lagasse
nmlagasse@nd.gov
Assistant CFO

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



Signature Adoption: Pre-selected Style
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Phone: +1 701-954-8712

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Tom Knakmuhs
TKnakmuhs@FargoND.gov
City Engineer

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

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Ian McLean
imclean@serklandlaw.com
Security Level: Email, Account Authentication
(None), Digital Certificate

Signature Provider Details:

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Qualifier:
<https://www.docusign.com/trust/compliance/public-certificates>

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Signer Events**Signature****Timestamp**

Angie Bear
ABear@FargoND.gov
Security Level: Email, Account Authentication
(None), Digital Certificate
Signature Provider Details:
Signature Type: DS Email (Client ID:
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Issuer: DocuSign Cloud Signing CA-US-Email
Subject: CN=Angie Bear

Signature Adoption: Pre-selected Style
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Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Timothy J Mahoney
TMahoney@FargoND.gov
Mayor of Fargo
City of Fargo
Security Level: Email, Account Authentication
(None), Digital Certificate

Signature Provider Details:
Signature Type: DS Email (Client ID:
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Electronic Record and Signature Disclosure:
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George Palo
ghpalo@nd.gov
Carahsoft OBO North Dakota Department of
Transportation
Security Level: Email, Account Authentication
(None)

Signature Adoption: Pre-selected Style
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Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Clint Morgentstern
cdmorgentstern@nd.gov
SAAG
Security Level: Email, Account Authentication
(None), Authentication

Signature Adoption: Pre-selected Style
Using IP Address: 165.234.253.12

Sent: 1/14/2026 10:14:06 AM
Viewed: 1/14/2026 11:06:10 AM
Signed: 1/14/2026 11:07:22 AM

Authentication Details

Signer Events**Signature****Timestamp****SMS Auth:**

Transaction: 05f3a12f-1494-4b91-9f0b-26e945f41c86
 Result: passed
 Vendor ID: TeleSign
 Type: SMSAuth
 Performed: 1/14/2026 11:05:13 AM
 Phone: +1 701-213-0588

Electronic Record and Signature Disclosure:
 Not Offered via DocuSign

Chad Orn

corn@nd.gov

Deputy Director for Planning

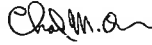
Carahsoft OBO North Dakota Department of
 Transportation CLOUD

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

Authentication Details**SMS Auth:**

Transaction: 43d11baa-9177-4000-b016-c3ff01e9b6ef
 Result: passed
 Vendor ID: TeleSign
 Type: SMSAuth
 Performed: 1/14/2026 11:47:44 AM
 Phone: +1 701-400-7968

Electronic Record and Signature Disclosure:
 Not Offered via DocuSign



Signature Adoption: Uploaded Signature Image
 Using IP Address: 165.234.253.8

Sent: 1/14/2026 11:07:32 AM

Viewed: 1/14/2026 11:48:24 AM

Signed: 1/14/2026 11:50:42 AM

In Person Signer Events**Signature****Timestamp****Editor Delivery Events****Status****Timestamp**

George Palo

ghpalo@nd.gov

Carahsoft OBO North Dakota Department of
 Transportation

Security Level: Email, Account Authentication
 (None), Login with SSO

Electronic Record and Signature Disclosure:
 Not Offered via DocuSign

VIEWED

Using IP Address: 165.234.252.245

Sent: 1/9/2026 5:23:22 PM

Viewed: 1/9/2026 5:23:54 PM

Completed: 1/12/2026 7:36:45 AM

Agent Delivery Events**Status****Timestamp**

Tom Knakmuhs

TKnakmuhs@FargoND.gov

City Engineer

Security Level: Email, Account Authentication
 (None)

Electronic Record and Signature Disclosure:
 Not Offered via DocuSign

VIEWED

Using IP Address: 165.234.101.168

Sent: 1/12/2026 9:17:16 AM

Viewed: 1/12/2026 9:26:55 AM

Completed: 1/12/2026 9:44:15 AM

Intermediary Delivery Events**Status****Timestamp****Certified Delivery Events****Status****Timestamp****Carbon Copy Events****Status****Timestamp**

Legal Admin

dotlegaladmin@nd.gov

Security Level: Email, Account Authentication
 (None)

Electronic Record and Signature Disclosure:
 Not Offered via DocuSign

COPIED

Sent: 1/14/2026 10:14:04 AM

Viewed: 1/14/2026 10:15:45 AM

Carbon Copy Events**Status****Timestamp**

Legal Admin

dotlegaladmin@nd.gov

Security Level: Email, Account Authentication
(None)Electronic Record and Signature Disclosure:
Not Offered via DocuSign**COPIED**

Sent: 1/14/2026 11:07:29 AM

District Engineer

amurra@nd.gov

Carahsoft OBO North Dakota Department of
Transportation CLOUDSecurity Level: Email, Account Authentication
(None)Electronic Record and Signature Disclosure:
Not Offered via DocuSign**COPIED**

Sent: 1/14/2026 11:50:50 AM

Viewed: 1/14/2026 11:53:30 AM

Witness Events**Signature****Timestamp****Notary Events****Signature****Timestamp****Envelope Summary Events****Status****Timestamps**

Envelope Sent

Hashed/Encrypted

1/9/2026 5:23:22 PM

Envelope Updated

Security Checked

1/12/2026 7:36:45 AM

Envelope Updated

Security Checked

1/12/2026 7:36:45 AM

Envelope Updated

Security Checked

1/12/2026 7:36:45 AM

Envelope Updated

Security Checked

1/12/2026 7:36:45 AM

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1/12/2026 9:44:15 AM

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1/12/2026 9:44:15 AM

Envelope Updated

Security Checked

1/14/2026 7:57:46 AM

Envelope Updated

Security Checked

1/14/2026 7:57:46 AM

Envelope Updated

Security Checked

1/14/2026 7:57:46 AM

Certified Delivered

Security Checked

1/14/2026 11:48:24 AM

Signing Complete

Security Checked

1/14/2026 11:50:42 AM

Completed

Security Checked

1/14/2026 11:50:50 AM

Payment Events**Status****Timestamps**



September 10, 2026

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

Re: Declare protest insufficient for Improvement District No. AN-26-D

Dear Commissioners:

Improvement District No. AN-26-D was created by City Commission on August 3, 2026, and the resolution declaring the improvements necessary was first advertised on August 12, 2026. NDCC 40-22-17 states that "within thirty days after the first publication of the resolution declaring the necessity of an improvement project of the type specified in any one of the subsections of section 40-22-01, the owners of any property within the improvement district file written protests describing the property which is the subject of the protest with the city auditor protesting against the adoption of said resolution, the governing body of the municipality, at its next meeting after the expiration of the time for filing such protests, shall hear and determine the sufficiency thereof".

Typically, the determination of sufficiency occurs at the same time City Commission considers Engineering's recommendation to award, or reject, a construction contract for improvements. However, due to the bid opening date to be determined, bids for the project have not been opened yet. No protests were received, and to ensure compliance with Century Code, Engineering requests that City Commission take action to determine protests as insufficient.

Recommended Motion

Declare protests insufficient for Improvement District No. AN-26-D.

Sincerely,

Tom Knakmuhs, PE
City Engineer

12

September 10, 2026

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

Re: Declare protest insufficient for Improvement District No. BR-23-A

Dear Commissioners:

Improvement District No. BR-23-A was created by City Commission on August 3, 2026, and the resolution declaring the improvements necessary was first advertised on August 12, 2026. NDCC 40-22-17 states that "within thirty days after the first publication of the resolution declaring the necessity of an improvement project of the type specified in any one of the subsections of section 40-22-01, the owners of any property within the improvement district file written protests describing the property which is the subject of the protest with the city auditor protesting against the adoption of said resolution, the governing body of the municipality, at its next meeting after the expiration of the time for filing such protests, shall hear and determine the sufficiency thereof".

Typically, the determination of sufficiency occurs at the same time City Commission considers Engineering's recommendation to award, or reject, a construction contract for improvements. However, due to the bid opening date being on September 25, 2026, bids for the project have not been opened yet. No protests were received, and to ensure compliance with Century Code, Engineering requests that City Commission take action to determine protests as insufficient.

Recommended Motion

Declare protests insufficient for Improvement District No. BR-23-A.

Sincerely,



Tom Knakmuhs, PE
City Engineer

13

Engineering Department225 4th Street North

Fargo, ND 58102

Phone: 701.241.1545 | Fax: 701.241.8101

Email feng@FargoND.govwww.FargoND.gov

September 10, 2026

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

Re: Declare protest insufficient for Improvement District No. BR-26-G

Dear Commissioners:

Improvement District No. BR-26-G was created by City Commission on August 3, 2026, and the resolution declaring the improvements necessary was first advertised on August 12, 2026. NDCC 40-22-17 states that "within thirty days after the first publication of the resolution declaring the necessity of an improvement project of the type specified in any one of the subsections of section 40-22-01, the owners of any property within the improvement district file written protests describing the property which is the subject of the protest with the city auditor protesting against the adoption of said resolution, the governing body of the municipality, at its next meeting after the expiration of the time for filing such protests, shall hear and determine the sufficiency thereof".

Typically, the determination of sufficiency occurs at the same time City Commission considers Engineering's recommendation to award, or reject, a construction contract for improvements. However, due to the bid opening date being on October 9, 2026, bids for the project have not been opened yet. No protests were received, and to ensure compliance with Century Code, Engineering requests that City Commission take action to determine protests as insufficient.

Recommended Motion

Declare protests insufficient for Improvement District No. BR-26-G.

Sincerely,



Tom Knakmuhs, PE
City Engineer

14

COVER SHEET
CITY OF FARGO PROJECTS

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

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

Sanitary Sewer Manhole Repairs

Project No. UR-26-H

Call For Bids	<u>September 14</u>	, <u>2026</u>
Advertise Dates	<u>September 23, 30 & October 7</u>	, <u>2026</u>
Bid Opening Date	<u>October 21</u>	, <u>2026</u>
Substantial Completion Date	<u>July 1</u>	, <u>2027</u>
Final Completion Date	<u>July 31</u>	, <u>2027</u>

<u>X</u>	PWPEC Report (Attach Copy)
<u>X</u>	Engineer's Report (Attach Copy)
<u>X</u>	Direct City Auditor to Advertise for Bids
<u>X</u>	Bid Quantities (Attach Copy for Auditor's Office Only)
<u>N/A</u>	Notice to Property Owners (Special Assessments)
<u>N/A</u>	Supplemental Funding Language Included
Project Engineer	<u>Shane Geraghty</u>
Phone No.	<u>(701) 241-1545</u>

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

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

REPORT OF ACTION

PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

Improvement District No. UR-26-H1

Type: 2026 CIP Revision

Location: 19th Ave N, 43rd St – 57th St

Date of Hearing: 7/27/2026

RoutingDate

City Commission

PWPEC File

Project File

X

Jason Leonard

The Committee reviewed a communication from Division Engineer, Jason Leonard, regarding the addition of Improvement District No. UR-26-H1 to the 2026 CIP.

Engineering is requesting approval to add Improvement District No. UR-26-H1 to the 2026 CIP. This project consists of sanitary sewer manhole rehabilitation.

The estimated construction cost for this project is \$350,000 and will be funded through Wastewater Utility Funds.

On a motion by Ben Dow, seconded by Mark Williams, the Committee voted to recommend approval of adding Improvement District No. UR-26-H1 to the 2026 CIP.

RECOMMENDED MOTION

Concur with the recommendations of PWPEC and approve the addition of Improvement District No. UR-26-H1 to the 2026 CIP.

PROJECT FINANCING INFORMATION:

Recommended source of funding for project: Wastewater Utility Funds

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

Yes	No
N/A	
N/A	
N/A	

COMMITTEE

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

Present	Yes	No	Unanimous
☐	☐	☐	☒
☒	☒	☐	Mark Williams
☒	☒	☐	
☒	☒	☐	
☒	☒	☐	
☒	☒	☐	
☒	☒	☐	

ATTEST:

C: Kristi Olson



Tom Knakmuhs, P.E.
 City Engineer



**ENGINEER'S REPORT
SANITARY SEWER MANHOLE REPAIRS
PROJECT NO. UR-26-H
19TH AVENUE NORTH FROM 57TH STREET NORTH TO
43RD STREET NORTH**

Nature & Scope

Install an epoxy coating to the bottom section of failing manholes.

Purpose

When the manholes were installed, epoxy coating was applied to the top sections of the manholes with a different tar product being applied to the bottom section. The tar product has failed and the sewer gasses have eroded the concrete to the point of failure. This project will continue the epoxy coating all the way to the bottom of the structure.

Feasibility

The estimated cost of construction is \$355,000.00. The cost breakdown is as follows:

Sanitary Sewer			
Construction Cost			\$355,000.00
Fees			
Admin	4%		\$14,200.00
Contingency	5%		\$17,750.00
Engineering	10%		\$35,500.00
Interest	4%		\$14,200.00
Legal	3%		\$10,650.00
Total Estimated Cost			\$447,300.00
Funding			
Utility Funds - Wastewater - 521	100.00%		\$447,300.00

Project Funding Summary

Utility Funds - Wastewater - 521	100.00%	\$447,300.00
Total Estimated Project Cost		\$447,300.00

We believe this project to be cost effective.



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

Thomas Knakmuhs, P.E.
City Engineer

PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

15

Project No. TM-26-B1

Type: Change Order #1

Location: Citywide

Date of Hearing: 9/8/2026

RoutingDate

City Commission

9/14/2026

PWPEC File

X

Project File

Nick Askew

The Committee reviewed a communication from Project Manager, Nick Askew, regarding Change Order #1 in the amount of \$10,784.00 for additional work.

Staff is seeking approval of Change Order #1 in the amount of \$10,784.00, bringing the total contract amount to \$72,506.00.

On a motion by Susan Thompson, seconded by Ben Dow, the Committee voted to recommend approval of Change Order #1 to NorthStar Safety, Inc.

RECOMMENDED MOTION

Concur with the recommendations of PWPEC and approve Change Order #1 in the amount of \$10,784.00, bringing the total contract amount to \$72,506.00 to NorthStar Safety, Inc.

PROJECT FINANCING INFORMATION:

Recommended source of funding for project: Street Light Utility Funds

Yes	No
N/A	
N/A	
N/A	

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

COMMITTEE

Josh Bosch, Mayor
 Nicole Crutchfield, Director of Planning
 Gary Lorenz, Fire Chief
 Michael Redlinger, City Administrator
 Ben Dow, Director of Operations
 Tom Knakmuhs, City Engineer
 Susan Thompson, Finance Director

Present	Yes	No	Unanimous
☐	☐	☐	☒
☒	☒	☐	Mark Williams
☒	☒	☐	
☐	☐	☐	
☒	☒	☐	
☒	☒	☐	
☒	☒	☐	

ATTEST:

C: Kristi Olson


 Tom Knakmuhs, P.E.
 City Engineer

Memorandum

To: Members of PWPEC
From: Nick Askew, Project Manager
Date: September 8, 2026
Re: Project No. TM-26-B1 - Change Order #1

Background:

Project No. TM-26-B1 is for new epoxy pavement markings at various locations. The purpose of the project is to install new pavement markings for safer road conditions for motorists and pedestrians alike, Citywide, where the existing pavement markings have faded or portions are missing.

NorthStar Safety, Inc. is the Prime Contractor for this project.

To increase safety for both pedestrians and motorists, new crosswalk pavement markings were added on 9th Avenue South and University Drive South. At 45th Street South and 64th Avenue South, new markings were added due to existing pavement markings fading. New pavement markings were also required on 35th Street North and 12th Avenue North due to asphalt paving completed by the City Street Department. The need for additional pavement markings were identified after the project was designed and the bid was awarded. The cost of the additional markings is \$10,784.00. Original contract amount is \$61,722.00

This project is funded by Street Light Utility Funds.

Recommended Motion:

Approve Change Order #1 in the amount of \$10,784.00 to NorthStar Safety, Inc.

NAA/klb
Attachment

Change Order No
Contractor

4

Northstar Safety Inc

Change Order Date

8/31/2026

EXPLANATION OF CHANGE

Section	Line No	Item Description	Unit	Orig Cont		Prev C/O		Prev Cont		Curr C/O		Tot Cont		Unit Price (\$)	C/O Ext Price (\$)
				Qty		Qty		Qty		Qty		Qty			
Change Order 1	4	Paint Epoxy Line 4" Wide	LF	0		0		0		620		620		\$4.00	\$2,480.00
	5	Paint Epoxy Line 4" Wide	LF	0		0		0		316		316		\$4.00	\$1,264.00
	6	Paint Epoxy Line 8" Wide	LF	0		0		0		180		180		\$8.00	\$1,440.00
	7	Paint Epoxy Line 8" Wide	LF	0		0		0		300		300		\$8.00	\$2,400.00
	8	Paint Epoxy Line 24" Wide	LF	0		0		0		48		48		\$50.00	\$2,400.00
	9	Paint Epoxy Message	SF	0		0		0		32		32		\$25.00	\$800.00
Change Order 1 Sub Total														\$10,784.00	

Summary.

Source Of Funding

Net Amount Change Order # 1 (\$)

Previous Change Orders (\$)

Original Contract Amount (\$)

Total Contract Amount (\$)

Utility Funds - Street Lights - 528

\$10,784.00

\$0.00

\$61,722.00

\$72,506.00

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

APPROVED

For Contractor

Title

Mark J. ...
Mark J. ...
B...

APPROVED DATE

Department Head

Mayor

Attest

T-Cell

PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

16

Project No. TM-26-A1

Type: Change Order #1

Location: Citywide

Date of Hearing: 9/8/2026

Routing

City Commission

Date

9/14/2026

PWPEC File

X

Project File

Nick Askew

The Committee reviewed a communication from Project Manager, Nick Askew, regarding Change Order #1 in the amount of \$31,105.00 for additional work.

Staff is seeking approval of Change Order #1 in the amount of \$31,105.00, bringing the total contract amount to \$523,820.00.

On a motion by Susan Thompson, seconded by Ben Dow, the Committee voted to recommend approval of Change Order #1 to NorthStar Safety, Inc.

RECOMMENDED MOTION

Concur with the recommendations of PWPEC and approve Change Order #1 in the amount of \$31,105.00, bringing the total contract amount to \$523,820.00 to NorthStar Safety, Inc.

PROJECT FINANCING INFORMATION:

Recommended source of funding for project: Street Light Utility Funds

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

Yes	No
N/A	
N/A	
N/A	

COMMITTEE

Josh Boschee, Mayor
 Nicole Crutchfield, Director of Planning
 Gary Lorenz, Fire Chief
 Michael Redlinger, City Administrator
 Ben Dow, Director of Operations
 Tom Knakmuhs, City Engineer
 Susan Thompson, Finance Director

Present	Yes	No	Unanimous
☐	☐	☐	☒
☒	☒	☐	Mark Williams
☒	☒	☐	
☐	☐	☐	
☒	☒	☐	
☒	☒	☐	
☒	☒	☐	

ATTEST:

C: Kristi Olson

T. Knakmuhs
 Tom Knakmuhs, P.E.
 City Engineer

Memorandum

To: Members of PWPEC
From: Nick Askew, Project Manager
Date: September 7, 2026
Re: Project No. TM-26-A1 - Change Order #1

Background:

Project No. TM-26-A1 is for new tape pavement markings at various locations Citywide. The purpose of the project is to install new pavement markings for safer road conditions for motorists and pedestrians where the existing pavement markings have faded or portions are missing.

NorthStar Safety, Inc. is the Prime Contractor for this project.

Last year we reconstructed NP Avenue between 8th Street and Broadway. On the east end near Broadway we utilized the existing concrete paving and made minor concrete edits and we completed new striping. That project wrapped up in the early fall. The design included a cycle track on the boulevard where we fully reconstructed, and for the half block near Broadway, we tried a new concept. The concept was to place the cycle track at street level, next to the curb, and then the parking would be 9' out from the curb. This concept has been used nationally, but this project was the first here in Fargo. What we have learned since that project wrapped up is that this design isn't successful in a snowy climate. There has been considerable confusion for people parallel parking in that area. Multiple tickets have been written for vehicles parking in the cycle track, and at times, vehicles are parking in both the cycle track area and the parking lane, resulting in further confusion. This change order would re-stripe the half block near Broadway to move the parking next to the curb and the cycle track where it traditionally is placed. The cost of this modification is estimated at \$31,105.00. Original contract amount is \$492,715.00

This project is funded by Street Light Utility Funds.

Recommended Motion:

Approve Change Order #1 in the amount of \$31,105.00 to NorthStar Safety, Inc.

Change Order No 1 **Change Order Date** 8/31/2026
Contractor Northstar Safety Inc

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

EXPLANATION OF CHANGE Change Order # 1
Addition of pavement markings for Site 31

Section	Line No	Item Description	Unit	Orig Cont Qty	Prev C/O Qty	Prev Cont Qty	Curr C/O Qty	Tot Cont Qty	Unit Price (\$)	C/O Ext Price (\$)
Change Order 1	4	Mobilization	LS	0		0	1	1	\$2,500.00	\$2,500.00
	5	Obliterate Pavement Markings	SF	0		0	570	570	\$10.00	\$5,700.00
	6	F&I Grooved Contrast Film 7" Wide	LF	0		0	242	242	\$12.00	\$2,904.00
	7	F&I Methacrylate	SF	0		0	400.02	400.02	\$50.00	\$20,001.00
Change Order 1 Sub Total										\$31,105.00

Summary

Source Of Funding

Net Amount Change Order # 1 (\$)

Previous Change Orders (\$)

Original Contract Amount (\$)

Total Contract Amount (\$)

Utility Funds - Street Lights - 528

\$31,105.00

\$0.00

\$492,715.00

\$523,820.00

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

APPROVED

For Contractor

Title

North Star San Fed, Inc

Bruce McLean

Mayor

APPROVED DATE

Department Head

Mayor

Attest

TRC

PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

17

Project No. QN-23-B0

Type: Contract Amendment #4

Location: 40th Ave S Pedestrian Bridge

Date of Hearing: 9/8/2026

Routing

Date

City Commission

9/14/2026

PWPEC File

X

Project File

Jeremy Gorden

The Committee reviewed the accompanying correspondence from Division Engineer, Jeremy Gorden, regarding Contract Amendment #4 in the amount of \$561,324.00 (\$280,662.00 for the City of Fargo's share), for additional work.

Staff is recommending approval of Contract Amendment #4 in the amount of \$561,324.00 (\$280,662.00 for the City of Fargo's share), bringing the total contract amount to \$1,229,324.00.

On a motion by Susan Thompson, seconded by Ben Dow, the Committee voted to recommend approval of Contract Amendment #4 to Houston Engineering.

RECOMMENDED MOTION

Concur with the recommendations of PWPEC and approve Contract Amendment #4 in the amount of \$561,324.00 (\$280,662.00 for the City of Fargo's share), bringing the total contract amount to \$1,229,324.00 to Houston Engineering.

PROJECT FINANCING INFORMATION:

Recommended source of funding for project: Sales Tax

Yes	No
	N/A
	N/A
	N/A

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

COMMITTEE

Present	Yes	No	Unanimous
☐	☐	☐	☒
☒	☒	☐	Mark Williams
☒	☒	☐	
☐	☐	☐	
☒	☒	☐	
☒	☒	☐	
☒	☒	☐	

Josh Bosch, Mayor
 Nicole Crutchfield, Director of Planning
 Gary Lorenz, Fire Chief
 Michael Redlinger, City Administrator
 Ben Dow, Director of Operations
 Tom Knakmuhs, City Engineer
 Susan Thompson, Finance Director

ATTEST:

C: Kristi Olson


 Tom Knakmuhs, P.E.
 City Engineer

Memorandum

To: Members of PWPEC

From: Jeremy M. Gorden, PE, PTOE
Division Engineer – Transportation

Date: September 3, 2026

Re: Project No. QN-23-B0 – Concur with City of Moorhead on Approval of Contract Amendment #4 for Engineering Services
40th Avenue South Pedestrian Bridge over the Red River

Background:

In 2022 we partnered with the City of Moorhead to procure an engineering consultant, Houston Engineering, to complete the environmental portion and design of this project. This project has now been and is scheduled to begin work next month.

This contract amendment is necessary as Houston hasn't been scoped to complete construction administration services and Moorhead hasn't procured a material testing firm to day. I've attached Houston's proposed amendment task order for review as well as Braun Intertec's proposal for material testing. Combined they amount to \$561,324, with costs to be split evenly between the City of Fargo and Moorhead (\$280,662).

Houston Engineering's contract to date is \$668,000, this amendment of \$561,324 will bring the total to \$1,229,324, with each City contributing \$614,662.

I recommend approval of this work.

Recommended Motion:

Concur with City of Moorhead and approve Contract Amendment #4 for Houston Engineering for out of scope services for this project, as well as approval of proposal from Braun Intertec for material testing services.

JMG/klb
Attachment



September 1, 2026

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

**Subject: Task Order 24 Amendment No. 4 Proposal
City of Moorhead Master Service Agreement
Eng. No. 22-13-04 Red River Pedestrian Bridge Final Design
H.E. No. 6019_0141**

Mr. Trowbridge,

This letter serves as our proposed Task Order Amendment No. 4 for construction engineering services associated with the Red River Pedestrian Bridge project.

PROPOSED TASK ORDER AMENDMENT SCOPE

Task 10 – Construction Administration, Staking, and Observation – The following additional services are required for this task.

1. Construction Administration – This includes holding a preconstruction meeting, shop drawing review, reviewing and responding to contractor RFIs, contractor pay applications, assisting the City with State Aid paperwork, and overall project management during construction.
2. Construction Staking – This includes providing the contractor with digital construction files, setting benchmarks and control points for the contractor, and providing construction stakes for the proposed bridge and trails.
3. Construction Observation – This includes full-time inspection during construction of the project. Our estimated fee assumes 40 weeks of construction with average field time of 40 hours per week.

Our scope and fee do not include construction material testing as we have assumed the City will contract directly with a geotechnical testing firm to complete this work. Our fee does not include MNDOT Testing and Inspection costs as we have assumed these will be billed directly to the City.

PROPOSED FEE

Our estimated fee for this task order amendment is **\$475,000**. This work will be billed hourly based on the actual staff completing the work and in accordance with the Master Agreement for Professional Services between Owner and Consultant of Engineering Consultation Services, dated February 13, 2023.

Tom Trowbridge, PE
September 1, 2026
Page 2

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

Sincerely,

HOUSTON ENGINEERING, INC.



Michael P. Love, PE

MPL:ml

Enclosures

H:\JBN\6000\6019\6019_0141\PM\Red River Pedestrian Bridge Amendment No. 4 Task Order Proposal.docx

September 3, 2026

Proposal 10013807_001

Mr. Tom Trowbridge, PE
City of Moorhead
403 Center Avenue
PO Box 779
Moorhead, MN 56561

Re: Proposal for Construction Materials Testing Services
Bluestem Pedestrian Bridge
S.P. 144-090-020, Bridge No. R1122
Moorhead, Minnesota

Dear Mr. Trowbridge:

Braun Intertec Corporation (Braun Intertec) submits this proposal to provide construction materials testing services for the Bluestem Pedestrian Bridge Project in Moorhead, Minnesota.

We have completed the geotechnical evaluation, so we have a unique understanding of the site and construction challenges. We can aid the construction team by applying this experience and transferring our knowledge developed during the design phase which will provide professional continuity to the construction. Our work on the project to date gives us familiarity with the project team and design development which allows us to understand some of the considerations used when developing the projects design.

Our Understanding of Project

We understand this project will include the construction of bridge No. R1122 to carry pedestrian traffic over the Red River. The new five span bridge will consist of two abutments and four piers supported on cast in place driven pile, and a concrete surfaced deck with metal railings. The project also includes the construction of a 1,331-foot-long section of concrete surfaced shared use path along both sides of the bridge.

This is a City of Moorhead project with federal funding. Projects that are constructed with federal funding are required to perform Quality Control and Quality Assurance (QC/QA) testing in accordance with the Minnesota Department of Transportation's (MnDOT's) 2025 Standard Specifications for Construction and MnDOT's Schedule of Materials Control. This project is using MnDOT's 2026 State Aid for Local Transportation (SALT) Schedule of Materials Control. Personnel with MnDOT certifications must complete the monitoring and testing. Braun Intertec will perform the QA field testing and plant monitoring on the project as listed in our scope of services and as shown on our attached cost estimate table. The contractor will be responsible for performing all of the required QC testing and submitting all the documentation upon completion of the project. An audit of the project could be conducted upon completion. The audit may include reviewing tests and paperwork provided by your QC/QA representative.



Available Project Information

This proposal was prepared using the following documents and information.

- Project plans prepared by Houston Engineering, Inc., dated April 9, 2026.
- Specifications prepared by Houston Engineering, Inc., dated July 1, 2026.
- Geotechnical evaluation prepared by Braun Intertec, project No. B2211405, dated March 9, 2026.

Braun Intertec Project Personnel

For this project, we will provide technicians that are MnDOT certified in each specialized field. For the proposed scope of services, our staff will have the following certifications:

- Aggregate Production
- Grading & Base Tester
- ACI Concrete Field Testing
- Concrete Plant Tester
- ACI Strength Testing

Accredited Laboratory

In the 2026 SALT Schedule of Material Control, which is part of this project's testing requirements, MnDOT requires laboratories performing acceptance tests for payment to be accredited by the AASHTO Resource (formerly AASHTO Materials Reference Laboratory [AMRL]) for all test procedures performed.

Braun Intertec is one of the few independent testing companies that is accredited in the area.

Scope of Services

Testing services will be performed on an on-call, as-needed basis as requested and scheduled by you or your on-site project personnel. Based on our understanding of the project, we propose the following services.

Soil Related Services

- Perform nuclear gauge density tests on structural backfill, common embankment, sidewalk sub-grade preparation, and utility backfill materials.
- Perform Dynamic Cone Penetrometer (DCP) tests on sidewalk aggregate base material.
- Perform moisture content tests at time of compaction on structural backfill, common embankment, utility backfill, sidewalk sub-grade preparation, and sidewalk aggregate base materials.



- Perform gradation tests on structural backfill and aggregate base materials.
- Perform laboratory standard Proctor tests on backfill and fill materials.
- Prepare the preliminary and final grading and base report along with assembling the random sampling locations report for the aggregate base according to MnDOT Specifications.

Concrete Testing Related Services

- Sample and test the plastic concrete for slump, air content, and temperature prior to placement. We assume that we will be able to appropriately dispose of excess concrete (and associated wash water) on site at no additional cost to us.
- Prepare 4-inch by 8-inch cylinders for compressive strength testing. A set of five cylinders will be cast for each set. We will break one cylinder at 7 days, 3 at 28 days and have a hold cylinder per set cast. For the HPC mixes we will make an additional 3 cylinders per set to be broke at 56 days per the SALT Schedule of Materials Control. If field cure cylinders are requested, each additional cylinder will be charged at the unit price listed in our cost estimate.
- Laboratory compressive strength testing of cylinders.
- Perform concrete ready-mix batch plant inspections which include periodic observations of plant operations, collecting and submitting aggregate samples, cement samples and admixture samples for testing. Review and periodically observe contractor's quality control gradation and moisture testing of coarse and fine aggregates. Perform concrete plant monitoring per MnDOT 2461.3F.4 specification.
- Perform coarse and fine aggregate verification gradation tests. Compare agency test results with contractor's test results for compliance with MnDOT 2461.3F.4.C specification.

Settlement Monitoring Related Services

- Review settlement plate survey information and vibrating wire (VW) piezometer readings provided to us by others on a weekly basis, at a minimum, during the course of the preload, in accordance with Section 3.3.11 of our geotechnical evaluation. The settlement plate survey information should be provided to us by a Professional Land Surveyor, and the survey data should be accurate to the nearest 0.01 foot.
- Attend a pre-installation meeting for the instrumentation, in accordance with Section 3.3.11.6 of our geotechnical evaluation.

MnDOT Independent Assurance (IA)

On Federal funded projects, MnDOT requires one of their IA personnel observe the QC/QA representative performing soil, concrete and bituminous tests. We will schedule the IA visits as required for Braun Intertec Personnel.



Reporting and Project Management

Test results will be issued weekly for the project as the various tasks are performed. If, at any time, there are failing tests which do not appear to be in accordance with the plans and specifications or MnDOT's Schedule of Materials Control, we will notify the engineer's representative and any others that we are directed to notify.

Before the final project closeout, we will issue a final report. The report will include the following:

- Braun Intertec technician roster for technicians that conducted testing on the project.
- Completed MnDOT Materials Certification Exceptions Summary for items tested by Braun Intertec.
- Completed Preliminary and Final Grading and Base Report.
- Completed IA Summary Report.
- Moisture, Density, Proctor and Gradation tests.
- Concrete mix designs.
- Concrete compressive strength results.
- Concrete batch plant inspection field forms.
- Completed test reports for samples sent to the MnDOT Materials Lab.
- Copies of concrete plant certifications.

Basis of Scope of Work

The costs associated with the proposed scope of services were estimated using the following assumptions. If the construction schedule is modified or the contractor completes the various phases of the project at different frequencies or durations than shown in this proposal, we may need to adjust the overall cost accordingly. The scope of work and number of trips required to perform these services are as shown in the attached table. Notable assumptions in developing our estimate include:

- We assume this project will begin construction in the fall of 2026 and be substantially complete by the fall of 2027.
- Twenty-six trips to complete the nuclear density gauge density testing on this project.
- We understand compaction testing on aggregate base will be performed using the Dynamic Cone Penetration (DCP) method; with 2 trips assumed.
- Forty-eight sets of concrete tests will be required to complete the project.
- Two coarse aggregates and one fine aggregate will be used in the ready mix concrete.



- Concrete will be placed over a period of 24 weeks for this project, requiring 24 concrete batch plant inspections.
- The ready mix concrete for this project will come out of one ready mix plant.
- MnDOT or others will calibrate and certify the ready mix concrete plant.
- We understand Houston Engineering will observe the installation of the piling.
- We understand Houston Engineering will review and approve the test piles.
- We understand the settlement plates will be installed by the contractor.
- We assume survey readings of the settlement plates will be performed by the project's Professional Land Surveyor and paid for by the owner or contractor, with results provided to us for review.
- We understand VW piezometers will be installed by the contractor, and the readings will be provided to us for review.
- At this time, it does not appear that vertical Shape Array (SAA) inclinometer instrumentation has been incorporated into the design documents of this project. This proposal does not include installing or reviewing SAA instrumentation data. If SAA's are incorporated into the project, we should amend our scope or provide a separate proposal.
- We understand the project engineer of record will review and approve the contractor's quality control submittals and test results.
- You, or others you may designate, will provide us with current and approved plans and specifications for the project. Modification to these plans must also be sent to us so we can review their incorporation into the work.
- We will require a minimum of 24 hours' notice for scheduling inspections for a specific time. Shorter than 24 hours' notice may impact our ability to perform the requested services, and the associated impacts will be the responsibility of others.

If the work is completed at different rates than described above, this proposal should be revised.

Cost and Invoicing

We will furnish the services described herein for an estimated fee of **\$86,324.00**. **Our estimated costs are based on industry averages for construction production. Depending on the contractor's performance, our costs may be reduced or higher than estimated.** A tabulation showing our estimated hourly and/or unit rates associated with our proposed scope of services is also attached. The actual cost of our services will be based on the actual units or hours expended to meet the requirements of the project documents. You will be billed only for services provided on a time and materials basis.

Because our services are directly controlled by the schedule and performance of others, the actual cost may vary from our estimate. It is difficult to project all of the services and the quantity of services that may be



required for any project. If services are required that are not discussed above, we will provide them at the rates shown in the attached table or, if not shown, at our current Schedule of Charges. We will invoice you on a monthly basis.



General Remarks

We based the proposed fee on the scope of services described and the assumption that you will authorize our services within 30 days and that others will not delay us beyond our proposed schedule. If anything in this proposal is not consistent with your requirements, please let us know immediately.

Our services will be provided under the terms of our Master Agreement for Professional Services dated February 13, 2023. We anticipate this proposal will become a scope of work document with a task order that you will issue to us.

We appreciate the opportunity to present this proposal to you. We will be happy to meet with you to discuss our proposed scope of services further and clarify the various scope components. Braun Intertec will not release any written reports until we have received a signed agreement. Ordering services from Braun Intertec constitutes acceptance of the terms of this proposal.

To have questions answered or schedule a time to meet and discuss our approach to this project further, please contact Mike Marquart at 701-353-9915 or mmarquart@braunintertec.com.

Sincerely,

Braun Intertec Corporation

Michael P. Marquart
Project Manager

Andrew M. Valerius
Director, Senior Project Manager

Nathan L. McKinney, PE
Vice President, Principal Engineer

Attachments:
Fee Estimate

BRAUN
INTERTEC

the science you build on

Fee Estimate
10013807_001
Bluestem Ped. Bridge, SP 144-090-020, BR R1122
Client:

City of Moorhead
 Tom Trowbridge
 500 Center Ave
 Moorhead, MN 56560-1922
 (218) 299-5395

Work Site Address:

50th Ave S & Red River
 Moorhead, Minnesota 56560

		Qty/Hours	Rate	Amount
Task 1: Construction Materials Testing				\$9,866.00
Subtask 1.1: Soil				
Soil Compaction Testing - Nuclear		71.00	103.00	\$7,313.00
Trail Embankment	10 Trips @ 2.5 Hr	25.00		
Trail Subgrade	3 Trips @ 2.5 Hr	7.50		
Culvert Backfill	1 Trip @ 2.5 Hr	2.50		
Abutment Backfill	12 Trips @ 3 Hr	36.00		
Soil Compaction Testing - Non Nuclear		5.00	103.00	\$515.00
Trail Aggregate Base	2 Trips @ 2.5 Hr	5.00		
Soil Sample pick-up		6.00	103.00	\$618.00
Nuclear moisture-density meter charge, per hour		71.00	20.00	\$1,420.00
Subtask 1.2: Concrete				\$31,769.00
Concrete Testing		133.00	103.00	\$13,699.00
Sidewalk	6 Trips @ 2.5 Hr	15.00		
Curb & Gutter	1 Trip @ 2.5 Hr	2.50		
Pile Fill	6 Trips @ 2.5 Hr	15.00		
Abutment Footings	2 Trips @ 3 Hr	6.00		
Abutment Walls	4 Trips @ 3 Hr	12.00		
Abutment Pilasters	2 Trips @ 2.5 Hr	5.00		
Pier Footings	4 Trips @ 3 Hr	12.00		
Pier Columns	4 Trips @ 3 Hr	12.00		
Pier Caps	4 Trips @ 3 Hr	12.00		
Pier Pilasters	4 Trips @ 2.5 Hr	10.00		
Bridge Deck	4 Trips @ 2.5 Hr	10.00		
Deck Curb	3 Trips @ 4.5 Hr	13.50		
Approach Panels	3 Trips @ 2.5 Hr	7.50		
Light Bases	3 Trips @ 2.5 Hr	7.50		
Concrete Cylinder Pick Up		40.00	103.00	\$4,120.00
Cylinder Pickup	40 Trips @ 1 Hr	40.00		
Concrete Ready Mix Plant Monitoring		84.00	126.00	\$10,584.00
Ready Mix	24 Trips @ 3.5 Hr	84.00		
Project Manager		18.00	187.00	\$3,366.00
Subtask 1.3: Laboratory Testing				\$19,785.00
Soil Proctor MD Relationship (Standard) ASTM D698 each		5.00	217.00	\$1,085.00
Sieve Analysis with No. 200 wash (ASTM C136 and C117)		3.00	165.00	\$495.00
Lightweight Particles (ASTM C123, 2.0 specific Gravity)		1.00	107.00	\$107.00
Aggregate Percent Crushed ASTM D5821 each		1.00	107.00	\$107.00
Soil Atterberg Limits LL and PL, Single-Pt, ASTM D4318 each		4.00	122.00	\$488.00
Soil Sieve Loss by Washing Through #200 Sieve each		4.00	88.00	\$352.00
Concrete Compressive Strength Cylinders ASTM C39 each		249.00	31.00	\$7,719.00
Soil Sieve Analysis ASTM D6913 each		72.00	131.00	\$9,432.00
Subtask 1.4: Project Management & Engineering				\$14,156.00
Project Manager		60.00	187.00	\$11,220.00

	Qty/Hours	Rate	Amount
Senior Project Manager	2.00	218.00	\$436.00
Final Report	1.00	2,500.00	\$2,500.00
Subtask 1.5: Instrumentation Review			\$10,748.00
Principal Engineer	32.00	274.00	\$8,768.00
Staff Engineer	12.00	165.00	\$1,980.00
Task 1 Total:			\$86,324.00
Project Total			\$86,324.00

PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

18

Type: Amended MOU

Location: Southwest Metro Regional Storm Water Pond

Date of Hearing: 9/8/2026

<u>Routing</u>	<u>Date</u>
City Commission	<u>9/14/2026</u>
PWPEC File	<u>X</u>
Project File	<u>Nathan Boerboom</u>

The Committee reviewed the accompanying correspondence from Assistant City Engineer, Nathan Boerboom, regarding the approval of an Amended Memorandum of Understanding between the City and the Fargo Park District, which specifies maintenance responsibilities for the Southwest Metro Regional Storm Water Pond.

Since execution of the existing MOU, construction of the remaining portions of the SW Pond has occurred, resulting in the excavation of both the north pond and the south pond. Because the south pond was not originally contemplated within the existing MOU, staff has worked with the Park District to prepare the attached amendment to incorporate the south pond into the agreement. The amendment maintains the intent of the original MOU while incorporating the south pond and providing additional guidance for the continued development, operation, and maintenance of the Southwest Metro Regional Storm Water Pond and associated recreational amenities.

Staff is seeking approval of the Amended Memorandum of Understanding between the City and the Fargo Park District for maintenance responsibilities of the Southwest Metro Regional Storm Water Pond property.

On a motion by Susan Thompson, seconded by Gary Lorenz, the Committee voted to recommend approval of the Amended Memorandum of Understanding with the Fargo Park District specifying maintenance responsibilities for the Southwest Metro Regional Storm Water Pond property.

RECOMMENDED MOTION

Concur with the recommendations of PWPEC and approve the Amended Memorandum of Understanding with the Fargo Park District specifying maintenance responsibilities for the Southwest Metro Regional Storm Water Pond property.

PROJECT FINANCING INFORMATION:

Recommended source of funding for project: N/A

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

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

COMMITTEE

Josh Boschee, Mayor
 Nicole Crutchfield, Director of Planning
 Gary Lorenz, Fire Chief
 Michael Redlinger, City Administrator
 Ben Dow, Director of Operations
 Tom Knakmuhs, City Engineer
 Susan Thompson, Finance Director

Present	Yes	No	Unanimous
☐	☐	☐	☒
☒	☒	☐	Mark Williams
☒	☒	☐	
☐	☐	☐	
☒	☒	☐	
☒	☒	☐	
☒	☒	☐	

ATTEST:


 Tom Knakmuhs, P.E.
 City Engineer

Memorandum

To: Members of PWPEC
From: Nathan Boerboom, Assistant City Engineer
Date: September 2, 2026
Re: SW Metro Regional Storm Water Pond MOU Amendment with Fargo Park District

Background:

In November 2021, the City of Fargo and the Fargo Park District entered into a Memorandum of Understanding (MOU) regarding the Southwest Metro Regional Stormwater Pond (SW Pond) so that the pond could not only serve as key infrastructure for the City, but also provide a recreational amenity for residents. A summary of the key responsibilities specified within the existing MOU are:

- City of Fargo
 - Retain ownership of the property
 - Complete construction of SW Pond
 - Pond maintenance
 - Storm sewer maintenance
- Fargo Park District
 - Responsible for construction, repair, and maintenance of all recreation amenities
 - Grass mowing and weed control
 - Tree planting, maintenance, and replacement

Since execution of the existing MOU, construction of the remaining portions of the SW Pond has occurred, resulting in the excavation of both the north pond and south pond. Because the south pond was not originally contemplated within the existing MOU, staff has worked with the Park District to prepare the attached amendment to incorporate the south pond into the agreement. The amendment also clarifies the Park District's responsibilities related to native vegetation establishment and maintenance, as well as maintenance of the south pond shared-use path network, which will be constructed as part of the future infrastructure build-out projects adjacent to the south pond.

In summary, the amendment maintains the intent of the original MOU while incorporating the south pond and providing additional guidance for the continued development, operation, and maintenance of the Southwest Metro Regional Storm Water Pond and associated recreational amenities.

Recommended Motion:

Approve the MOU Amendment between the City and the Fargo Park District for the Southwest Metro Regional Storm Water Pond.

NAB/klb
Attachment

**AMENDMENT TO
MEMORANDUM OF UNDERSTANDING REGARDING CONSTRUCTION,
MAINTENANCE AND PURCHASE OPTION**

This Amendment to Memorandum of Understanding (“Amendment”) is entered into between the City of Fargo, whose address is 225 4th Street North, Fargo, North Dakota 58102 (“Fargo”), and the Park District of the City of Fargo, whose address is 6100 38th Street South, Fargo, North Dakota 58104 (the “Park District”).

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

WHEREAS, North Dakota Century Code § 40-49-04 authorizes the Park District to enter into contracts; and

WHEREAS, in or about November 2021, Fargo and the Park District entered into a Memorandum of Understanding Regarding Construction, Maintenance and Purchase Option (“MOU” or “Agreement”) related to a stormwater retention pond located south of 52nd Avenue South along Drain No. 27, which is commonly known as the Southwest Metro Regional Storm Water Pond; and

WHEREAS, the MOU contemplated the construction of the Southwest Metro Regional Storm Water Pond in phases, and Fargo is currently in the process of constructing additional pond infrastructure; and

WHEREAS, the parties now desire to add additional terms to and otherwise modify the MOU in accordance with the terms of this Amendment; and

WHEREAS, the parties agree that the existing MOU will remain in full force and effect as modified or amended by this Amendment.

NOW THEREFORE, in consideration of the mutual terms, covenants, conditions, and agreements contained herein, it is hereby agreed by and between the parties as follows:

1. Definition of “Pond Property”. The definition of the term “Pond Property” as used in the MOU and this Amendment is hereby amended to include the additional phase of the storm water retention pond to be located south of 64th Avenue South as part of the overall City storm sewer system. As used herein, the “North Pond” shall refer to the northernmost portion of the Southwest Metro Regional Storm Water Pond, lying between 52nd Avenue South and 64th Avenue South. As used herein, the “South Pond” shall refer to the southernmost portion of the Southwest Metro Regional Storm Water Pond, lying south of 64th Avenue South. The definition of the term “Pond Property” shall now include both the “North Pond” and the “South Pond” as depicted and represented in Exhibit A, which is attached hereto and made part of this Amendment.

2. Use of the Term “Pond Parcel”. The term “Pond Parcel” as used throughout the MOU shall have the same meaning as “Pond Property” defined in Paragraph 1 above.

3. The parties hereby agree that Paragraph 3 of the MOU be amended as follows:

3. Storm Water Retention Pond Construction and Maintenance.

a. Fargo has entered a single contract for construction of the North Pond and South Pond. It is anticipated that completion of construction will occur by September 2026. Fargo shall be solely responsible for the construction of the North Pond and South Pond and all necessary appurtenances thereto, including installation of storm water pipe and structures. Fargo is further responsible for planting crop cover vegetation within the newly disturbed areas of the North Pond and South Pond. Park District, in conjunction with the Audubon Great Plains, shall plant a native grass mixture within the Pond Property at the appropriate time, and then be responsible for the establishment, weed control, and general maintenance of the native grasses and vegetation thereafter.

b. Fargo shall be responsible for future pond maintenance, for both the North Pond and South Pond, including but not limited to sediment removal, inspection, bank sloughing repair, and/or replacement and other maintenance deemed necessary by Fargo, in its sole discretion. Fargo shall not be responsible for repairing or correcting erosion or bank sloughing which Fargo deems insignificant or unnecessary to repair, nor repairing or maintaining any Park District improvements made within the Pond Property.

4. The parties hereby agree that the following provisions are added to Paragraph 5 of the MOU:

- d) The entire shared-use path network around the South Pond will not be fully constructed with the initial pond and infrastructure project adjacent to the South Pond. The shared-use path network will instead be a multi-year construction process completed in phases as development and other infrastructure build out occurs adjacent and along the South Pond. The parties hereby agree to work collaboratively to determine the extent and location of the shared-use path network as development and other infrastructure build out occurs adjacent to and along the South Pond.
- e) Construction of the shared-use path network around the South Pond will be included and funded as part of the infrastructure build out projects adjacent to and along the South Pond.
- f) Park District shall be responsible for the shared-use path pavement maintenance, repairs, and snow and debris removal. Park District's responsibilities stated herein include those portions between the North Pond and South Pond.
- g) Park District and Fargo hereby acknowledge and agree that reconstruction of the shared-use paths may become necessary in the future. The parties agree to cooperate, coordinate, and work together in good faith regarding any future reconstruction of the shared-use paths. If the parties determine and agree that reconstruction is necessary, the parties will then coordinate to review the scope, timing, and responsibilities associated with such reconstruction. The terms, conditions, rights, and responsibilities as to any future

reconstruction of the shared-use paths shall be the subject of a separate agreement between the parties.

- h) Park District and Fargo hereby acknowledge and agree that structural repairs and replacement of the pedestrian box culverts underlying 64th Avenue South and 45th Street South may become necessary in the future. The parties agree to cooperate, coordinate, and work together in good faith regarding any future repairs and replacement of the pedestrian box culverts. If Fargo determines that repairs or replacement of the pedestrian box culverts are necessary, the parties will then coordinate to review the scope, timing, and responsibilities associated with such repairs or replacement. The terms, conditions, rights, and responsibilities as to any future repairs and replacement of the pedestrian box culverts shall be the subject of a separate agreement between the parties.

5. The parties hereby agree that Paragraph 13 of the MOU be amended as follows:

13. Notice. Any notice of election required or permitted to be given or served by any party to this MOU upon any other will be deemed given or served in accordance with the provisions of this MOU if said notice or election is (a) delivered personally, or (b) mailed by United States certified mail, return receipt requested, postage prepaid, and in any case properly address as follows:

If to Fargo:

City of Fargo
ATTN: City Auditor
Fargo City Hall
225 4th Street North
Fargo, ND 58102

If to the Park District:

Park District of the City of Fargo
ATTN: Finance Director
6100 38th Street South
Fargo, ND 58104

Each such mailed notice or communication will be deemed to have been given on the date the same is deposited in the United States mail. Each such delivered notice or communication will be deemed to have been given upon the delivery. Any party may change its address for service of notice in the manner specified in this MOU.

6. Except as amended or modified herein, the Memorandum of Understanding Regarding Construction, Maintenance and Purchase Option entered between the parties in or about November 2021 shall remain in full force and effect and binding upon the parties.

7. This Amendment shall become effective upon the date the last executed by the parties to the Amendment.

(Signatures appear on the following pages)

Dated this _____ day of _____, 2026.

CITY OF FARGO, NORTH DAKOTA, a
municipal corporation

By: _____
Josh Boschee, Mayor

ATTEST:

Angie Bear, Deputy Auditor
on behalf of City Auditor

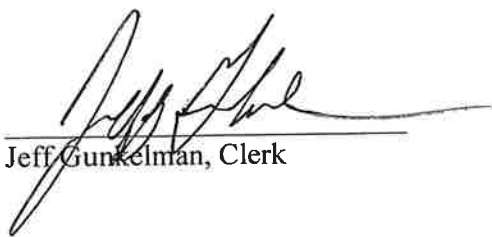
Dated this 8th day of September 2026.

Park District of the City of Fargo

A handwritten signature in black ink, appearing to read "Jerry Rostad", written over a horizontal line.

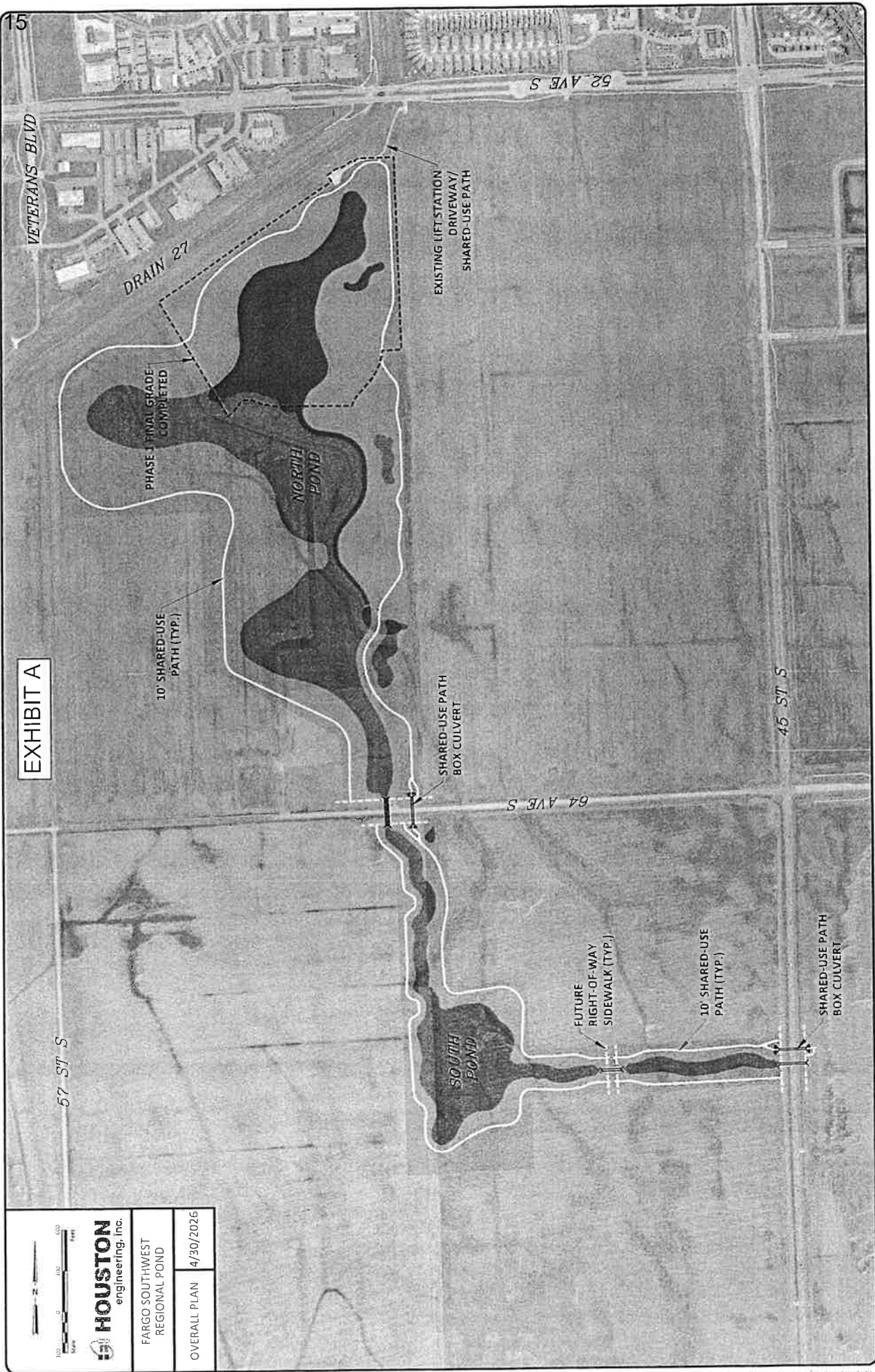
Jerry Rostad
President

ATTEST:

A handwritten signature in black ink, appearing to read "Jeff Gunkelman", written over a horizontal line.

Jeff Gunkelman, Clerk

Exhibit A



FARGODOME

19

September 8, 2026

Fargo City Commission
225 North Fourth Street
Fargo, ND 58102

RE: RFP26277 – FARGODOME 2026 Rental Wheel Loader

Commissioners:

On August 28, 2026, three (3) proposals were received and reviewed for the 2026 FARGODOME Rental Wheel Loader Contract. Proposals were submitted by the following vendors.

The results are as follows:

<u>Firm</u>	<u>Total Price</u>
Transource Truck & Equipment	\$ 24,975.00
General Equipment & Supply	\$ 30,000.00
RDO Equipment	\$ 35,000.00

The review committee consisting of Rob Sobolik, Bernie Larson, Mike Nitschke of FARGODOME, and Tom HallGanje evaluated the three (3) proposals and determined that all proposals were compliant. Based on the low bid proposal, our recommendation is to award Transource Truck & Equipment for the 2026 FARGODOME Rental Loader Contract. Upon satisfactory completion of the initial (1) one year contract, the City of Fargo reserves the right to execute the option of renewal for a successive period of (2) two additional years. Funding for this project is included in the 2026 FARGODOME Operating budget.

Our recommendation is to award the Rental Loader Contract to Transource Truck & Equipment, with the option to extend the initial contract for an additional two years upon satisfactory completion of the initial term.

Suggested Motion:

I/we hereby move to, based on the proposal from Transource Truck & Equipment, to approve the FARGODOME Rental Loader Contract for the contract price of \$24,975.00.

Thank you for your consideration of this matter.

Respectfully Submitted,



Rob Sobolik
General Manager, FARGODOME

2026 Wheel Loader Rental
Fargodome - RFP26277
9/1/2026

	TranSource Truck & Equipment	General Equipment and Supply	RDO Equipment
Make	Volvo	Komatsu	John Deere
Model	L110H	WA 380-8	644P
Monthly Rental Price	\$4,995.00	\$6,000.00	\$7,000.00
(5) Five Month Rental Price	\$24,975.00	\$30,000.00	\$35,000.00



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

TO: BOARD OF CITY COMMISSIONERS

FROM: SUSAN THOMPSON, DIRECTOR OF FINANCE
WYATT PAPENFUSS, ASSISTANT DIRECTOR OF FINANCE

RE: ANNUAL COMPREHENSIVE FINANCIAL REPORT (ACFR) AND
INDEPENDENT AUDITOR'S REPORTS

DATE: SEPTEMBER 9, 2026

The Finance Department has completed the Annual Comprehensive Financial Report (ACFR) for the year ending December 31, 2025. This includes the Independent Auditor reports on our general purpose financial statements in accordance with North Dakota Century Code 54-10-14 as well as all reports required by Title 2 U.S. *Code of Federal Regulations Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance) for federal grant programs. The independent auditing firm of Eide Bailly LLP completed the audits. An unmodified opinion was provided reflecting adherence to financial requirements and standards. This means that the City is following generally accepted accounting principles and has an appropriate level of internal controls in place to safeguard municipal assets.

There were no audit findings or recommendation for changes in our internal control structures:

Brian Stavenger, engagement partner at Eide Bailly met with the Commissioners at the August 17th Finance Committee meeting to discuss the audit process, audit results, and current financial trends.

I would like to express my appreciation to all Department Heads, Division Managers and employees that work with our financial systems throughout the year with a high degree of attention to detail and adherence to accounting policies and procedures.

The City's Annual Comprehensive Financial Report was submitted to the Government Finance Officers Association (GFOA) Certificate of Achievement for Excellence in Financial Reporting program for review and grading under this voluntary quality control program. This is the 27th year we have achieved this award.

The Annual Comprehensive Financial Report is posted on the City of Fargo website for citizens and other interested parties to review. This includes the audit opinions, financial statements, statistical data, and the Schedule of Expenditures of Federal Awards received by the City in 2025.

<https://fargond.gov/city-government/departments/finance/financial-reports>

Suggested Motion:

Approve the Independent Auditor's report and the City's Annual Comprehensive Financial Report for the year ending December 31, 2025.



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

TO: Board of Commissioners

FROM: Susan Thompson, Director of Finance

RE: FAHR Staff meeting – Items for Commission Review/Approval

DATE: 9/9/2026

Action Needed: Various Financial Approvals
FAHR endorsed the respective departments' requests for City Commissions approval. Supporting schedules are included.

Approval:
IS – FY2025 – State and Local Cybersecurity Grant Program award
FCPH – Donation for Harm Reduction vehicle

**Information Services**

Fargo City Hall
 225 4th Street North
 Fargo, ND 58102-4817
www.FargoND.gov

September 2, 2026

FAHR Committee
 City of Fargo
 225 4th St. N.
 Fargo, ND 58102

Dear Committee Members;

Under the FY 2025 State and Local Cybersecurity Grant Program (SLCGP) framework, the Federal Government has allocated funds to each state to distribute in 2025 and beyond. The grant is limited to unfunded cyber initiatives.

We applied for 2 funding categories.

	<u>Grant Request</u>
Hardware	\$20,000
Training	\$13,000
	<u>\$33,000</u>

North Dakota Emergency Services has notified us that our grant request has been approved. We now need to accept the grant. The breakdown between the Federal and Local shares is shown below:

Revenue						
Percent	GL	2026	2027	2028	2029	Totals
60	101-0000-331.14-50		\$19,800			\$19,800
40	Local Match		\$13,200			\$13,200
Percent	Expenses	2026	2027	2028	2029	
61	101-0520-409.74-11		\$20,000			\$20,000
39	101-0520-409.59-21		\$13,000			\$13,000

Suggested Motion:

Move to approve the award from ND Department of Emergency Services for \$33,000 under FY 2025 SLCGP and make the appropriate budget adjustments to allocate the funds to the Information Services account.

Thank you,

A handwritten signature in black ink, reading "R M Gronneberg". The signature is written in a cursive style with a large, stylized "R" and "M".

Ron Gronneberg
CIO

July 6, 2026

Fargo
Josh Boschee, Mayor
225 4th St N
Fargo, ND 58102-4817

Dear Mayor Boschee:

Congratulations on behalf of the North Dakota Department of Emergency Services (NDDes) Division of Homeland Security, your grant application submitted for the FY 2025 State and Local Cybersecurity Grant Program (SLCGP) has been approved for award in the amount of \$19,800 (Federal Amount). The award requires a 40% local cost share of \$13,200 for a total project cost of \$33,000.

To accept the award and the terms and conditions complete the following steps **within 10 days** from the date of this letter:

- Step 1: Print or download the Notice of Grant Award and Special Conditions
- Step 2: Sign page 1 of the Notice of Grant Award
- Step 3: Read all pages of the Special Conditions and initial the first page.
- Step 4: Upload the signed Notice of Grant Award and initialed first page of the Special Conditions into the DES Grants System (GMS) grants.des.nd.gov to the [Project page](#) (See directions at the end of this letter.)
- Step 5: Upload a copy of your jurisdiction's/agency's written procurement policy to the [Project page](#).

The following federal requirement must be completed prior to requesting reimbursement of any funds. No funds related to this project will be reimbursed until these requirements are met. See pages 9-10 of the Special Conditions.

- Register for the Cybersecurity and Infrastructure Security Agency (CISA) Vulnerability Scanning (VS) Services
OR
Request a letter of attestation from NDIT through Steve Palmer (stpalmer@nd.gov) if you are already receiving Vulnerability Scanning Services (VS) through the North Dakota Information Technology (NDIT).
- Upload required proof of compliance with this requirement into the Grants Management System at <https://grants.des.nd.gov> per the instructions provided on pages 9 and 10 of the special conditions.

Procurement Requirements

Federal (2 CFR Part 200.318-200.326) [eCFR: 2 CFR Part 200 Subpart D - Procurement Standards](#) as well as applicable state and local procurement laws and regulations must be followed when purchasing goods (ex. equipment) and services (ex. planning, training, or exercise activities). **NOTE:** If your application included a brand name or a particular contractor/vendor, this award is **NOT** an approval of that brand name or contractor/vendor. All procurement transactions must be conducted in a manner providing full and open competition (2 CFR Part 200.319). Please see the *NDDes Fiscal Requirements and Other Program Rules, Regulations, Laws, and Policies for Federal Programs* as well as the Reimbursement Processing checklist [General Resources \(Non-Disaster\) - grants.des.nd.gov](#) for more information on the types of documentation you will need to provide to NDDes to show



Kelly Armstrong
GOVERNOR

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

Darin Hanson
DIRECTOR - DIVISION
OF HOMELAND SECURITY AND EMERGENCY
MANAGEMENT

Darin Anderson
DIRECTOR - DIVISION
OF STATE EMERGENCY COMMUNICATIONS
CENTER

compliance.

It is **required** that sub-recipients upload in GMS grants.des.nd.gov on the [Project page](#) copies of all quotes (minimum of three must be obtained for any purchases of \$10,000 or more) prior to accepting a quote. Please notify Dave Rice at drice@nd.gov when you do this, and Dave will review the quotes for compliance with federal procurement standards and provide feedback within three business days. Sub-recipients must accept the quote from the vendor providing the lowest aggregate cost of the goods or services. Quotes must be obtained within the project period of performance. Quotes obtained prior to the project period of performance will not be accepted.

Quarterly Project Status Reports are required, including a final report due at closeout. Quarterly reports are due fifteen (15) days after the end of the reporting period of each quarter. Reports should show a steady progression of the project. If there is no progression during a quarter, an explanation as to why the project is not progressing is required. Failure to complete the reports will result in delays to reimbursement requests being processed. Reports are to be completed in the GMS grants.des.nd.gov according to the following schedule throughout the period of performance or until the project is closed:

- By October 15, for activity between July 1 and September 30
- By January 15, for activity between October 1-December 31
- By April 15, for activity between January 1 and March 31
- By July 15, for activity between April 1 and June 30

DES Grants System Document Upload Instructions

1. Login at <https://grants.des.nd.gov/>
2. On your home page Click on **SHSP FY 2022 Cybersecurity Grant Program (SLCGP)** – this takes you to a screen with a **red** banner at the top
3. On the left-hand side, Click on **Projects**
4. Click on the FY 2022 SLCGP project that shows to the right – this takes you to a screen with a **blue** banner at the top.
5. Toward the bottom of the page on the right, Click on **Add Document** – follow the directions on your screen
6. Click **Upload** to upload your documents

Should you have any questions, please contact Dave Rice at 701-328-8100.

Sincerely,



Debbie LaCombe
Preparedness Chief



Kelly Armstrong
GOVERNOR

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

Darin Hanson
DIRECTOR – DIVISION
OF HOMELAND SECURITY AND EMERGENCY
MANAGEMENT

Darin Anderson
DIRECTOR – DIVISION
OF STATE EMERGENCY COMMUNICATIONS
CENTER



Emergency Services



NOTICE OF GRANT AWARD

Recipient Contact Name: Debbie LaCombe		Recipient Contact #: 701-328-8119	
Title of Grant Program: FY 2025 State and Local Cybersecurity Grant Program (SLCGP)			
CFDA No. 97.137		Federal Award to NDDes: \$1,136,641	
Federal Award Identification Number: EMW-2025-CY-05083		Federal Award Date: September 25, 2025	
This award is not for R&D.		Indirect Cost Rate: 0% - ND does not have an approved ICR.	
Federal Awarding Agency: U.S. Department of Homeland Security			
Subrecipient Name and Address Fargo 225 4th St N Fargo, ND 58102-4817		Subrecipient Authorized Contact Name: Nick Lindhag Telephone: 701-476-4052 Email: nlindhag@FargoND.gov	
Subrecipient UEI: K2QJQZVH5PM6	Subrecipient Grant Number: 10	County/Tribe: Cass	
Period of Performance/Budget Period:	Start Date: July 6, 2026	End Date: June 30, 2029	
Total Federal Funds Obligated: \$19,800.00	Subrecipient Cost Share: \$13,200.00	Total Project Cost: \$33,000.00	
Project Description: The intent of this award is to address cybersecurity risks and cybersecurity threats to the subrecipient's owned or operated information systems in accordance with the federal Notice of Funding Opportunity for this grant program, the approved scope of work, and approved cost line items.			
Reporting Requirements: Progress reports on the status of the project must be submitted to NDDes quarterly through the NDDes grant portal (https://grants.des.nd.gov). Reports are due January 15, April 15, July 15, and October 15 for the life of the grant. The final report is due upon closeout.			
Special Conditions: The above grant project is approved subject to the special conditions or limitations DHS/FEMA Terms and Conditions as indicated on the attached pages.			
Terms and Conditions: This award is subject to the terms and conditions incorporated directly or by reference in the following: 1) Fiscal Requirements and Other Program Rules, Regulations, Laws, and Policies for Federal Programs which can be found at https://grants.des.nd.gov/site/HSGP.cfm. 2) Applicable Federal and State laws and regulations. 3) The recipient agrees by signing this document that all allocations and use of funds under this grant will be in accordance with the Federal Notice of Funding Opportunity, FEMA Preparedness Grants Manual, and DHS Standard Terms and Conditions for this grant program.			
This contract is not effective until fully executed by both parties. By signing below, you are accepting the terms and conditions of the award. Please make sure you read and understand these documents before signing. Maintain a copy of these documents in your official file for this award.			
Evidence of Subrecipient's Acceptance		Evidence of NDDes Approval	
Signature	Date	Signature	Date
Name and Title of Authorized Representative Josh Boschee Mayor		Name and Title of Authorized Representative Darin Hanson Director, HSEM	



FY 2025 DHS Standard Terms and Conditions

(Located After Page 6 of this Award Document)

Initial

Covers Articles 1 – 47 of the FY 2025 State and Local Cybersecurity Grant Program

Additional Terms and Conditions

Articles 48 – 58 of the FY 2025 Stand and Local Cybersecurity Grant Program

Article 48 – Environmental Planning and Historic Preservation (EHP) Review

DHS/FEMA funded activities that could have an impact on the environment are subject to the FEMA EHP review process. This review does not address all federal, state, and local requirements. Acceptance of federal funding requires the recipient to comply with all federal, state, and local laws. DHS/FEMA is required to consider the potential impacts to natural and cultural resources of all projects funded by DHS/FEMA grant funds, through its EHP review process, as mandated by: the National Environmental Policy Act; Endangered Species Act; National Historic Preservation Act of 1966, as amended; Clean Water Act; Clean Air Act; National Flood Insurance Program regulations; and any other applicable laws, regulations and executive orders. General guidance for FEMA's EHP process is available on the DHS/FEMA Website. Specific applicant guidance on how to submit information for EHP review depends on the individual grant program. Applicants should contact their grant Program Officer to be put into contact with EHP staff responsible for assisting their specific grant program. The FEMA EHP review process must be completed before funds are released to carryout the proposed project, otherwise, DHS/FEMA may not be able to fund the project due to noncompliance with EHP laws, executive orders, regulations, and policies. DHS/FEMA may also need to perform a project closeout review to ensure the applicant complied with all required EHP conditions identified in the initial review. If ground disturbing activities occur during construction, the applicant will monitor the ground disturbance, and if any potential archaeological resources are discovered, the applicant will immediately cease work in that area and notify the pass-through entity, if applicable, and DHS/FEMA. EO 11988, Floodplain Management, and EO 11990, Protection of Wetlands, require that all federal actions in or affecting the floodplain or wetlands be reviewed for opportunities to relocate, and be evaluated for social, economic, historical, environmental, legal, and safety considerations. FEMA's regulations at 44 C.F.R. Part 9 implement the EOs and require an eight-step review process if a proposed action is in a floodplain or wetland or has the potential to affect or be affected by a floodplain or wetland. The regulation also requires that the federal agency provide public notice of the proposed action at the earliest possible time to provide the opportunity for public involvement in the decision-making process (44C.F.R. § 9.8). Where there is no opportunity to relocate the federal action, FEMA is required to undertake a detailed review to determine what measures can be taken to minimize future damages to the floodplain or wetland/

Article 49 – Applicability of DHS Standard Terms and Conditions to Tribal Nations

The DHS Standard Terms and Conditions are a restatement of general requirements imposed upon recipients and flow down to sub-recipients as a matter of law, regulation, or executive order. If the requirement does not apply to Tribal Nations, or there is a federal law or regulation exempting its application to Tribal Nations, then the acceptance by Tribal Nations, or acquiescence to DHS Standard Terms and Conditions does not change or alter its inapplicability to a Tribal Nation. The execution of grant documents is not intended to change, alter, amend, or impose additional liability or responsibility upon the Tribal Nations where it does not already exist



Article 50 – Acceptance of Post Award Changes

In the event FEMA determines that an error in the award package has been made, or if an administrative change must be made to the award package, recipients will be notified of the change in writing. Once the notification has been made, any subsequent requests for funds will indicate recipient acceptance of the changes to the award. Please email FEMA Grant Management Operations at: ASK-GMD@fema.dhs.gov for any questions.

Article 51 – Disposition of Equipment Acquired Under the Federal Award

When original or replacement equipment acquired under this award is no longer needed for the original project or program or for other activities currently or previously supported by a federal awarding agency, the non-state recipient or subrecipient (including subrecipients of a State or Tribal Nation), must request instructions from FEMA to make proper disposition of the equipment pursuant to 2 C.F.R. section 200.313(e). State recipients must follow the disposition requirements in accordance with State laws and procedures. 2 C.F.R. section 200.313(b). Tribal Nations must follow the disposition requirements in accordance with Tribal laws and procedures noted in 2 C.F.R. section 200.313(b); and if such laws and procedures do not exist, then Tribal Nations must follow the disposition instructions in 2 C.F.R. section 200.313(e).

Article 52 – Prior Approval for Modification of Approved Budget

making any change to the FEMA approved budget for this award, a written request must be submitted and approved by FEMA as required by 2 C.F.R. section 200.308. For purposes of non-construction projects, FEMA is utilizing its discretion to impose an additional restriction under 2 C.F.R. section 200.308(i) regarding the transfer of funds among direct cost categories, programs, functions, or activities. For awards with an approved budget where the federal share is greater than the simplified acquisition threshold (currently \$250,000) and where the cumulative amount of such transfers exceeds or is expected to exceed ten percent (10%) of the total budget FEMA last approved, transferring funds among direct cost categories, programs, functions, or activities is unallowable without prior written approval from FEMA. For purposes of awards that support both construction and non-construction work, 2 C.F.R. section 200.308((f)(9) requires the recipient to obtain prior written approval from FEMA before making any fund or budget transfers between the two types of work. Any deviations from a FEMA approved budget must be reported in the first Federal Financial Report (SF-425) that is submitted following any budget deviation, regardless of whether the budget deviation requires prior written approval.

Article 53 – Indirect Cost Rate

2 C.F.R. section 200.211(b)(16) requires the terms of the award to include the indirect cost rate for the federal award. If applicable, the indirect cost rate for the award is stated in the budget documents or other materials approved by FEMA and included in the award file.

Note: North Dakota does not have an approved Indirect Cost Rate, therefore indirect costs cannot be charged to the grant.

Article 54 – Build America, Buy America Act (BABAA) Required Contract Provision & Self-Certification

In addition to the DHS Standard Terms & Conditions regarding Required Use of American Iron, Steel, Manufactured Products, and Construction Materials, recipients and subrecipients of FEMA financial assistance for programs that are subject to BABAA must include a Buy America preference contract provision as noted in 2 C.F.R. section 184.4 and a self-certification as required by the FEMA Buy America Preference in FEMA Financial Assistance Programs for Infrastructure (FEMA Interim Policy #207-22-0001). This requirement applies to all subawards, contracts, and purchase orders for work performed, or products supplied under the FEMA award subject to BABAA.



Article 55 – Summary Description of Award

The purpose of the Fiscal Year 2025 State and Local Cybersecurity Grant Program (SLCGP) is to assist state, local, and territorial (SLT) governments with managing and reducing systemic cyber risk. Through funding from the Infrastructure Investment and Jobs Act, also known as the Bipartisan Infrastructure Law, the SLCGP enables DHS to make targeted cybersecurity investments in SLT government agencies, thus improving the security of critical infrastructure and improving the resilience of the services SLT governments provide their communities. The terms of the approved Investment Justification(s) and Project Worksheet (Budget Detail) submitted by the recipient are incorporated into the terms of this Federal award, subject to the additional description and limitations stated in this Agreement Article and the limitations stated in subsequent reviews by FEMA and CISA of the award budget. Post-award documents uploaded into FEMA GO for this award are also incorporated into the terms and conditions of this award, subject to any limitations stated in subsequent approvals by FEMA and CISA of changes to the award. Investments not listed in this Agreement Article are not approved for funding under this award.

Article 56 – SLCGP Performance Goals

In addition to the Performance Progress Reports (PPR), recipients must demonstrate how the grant-funded projects address the capability gaps identified or sustains existing capabilities, per the CISA-approved Investment Justification. The capability gap reduction or capability sustainment must be addressed in the PPR.

Article 57 – Not Applicable

Article 58 – Non-Applicability of Specific Agreement Articles

Notwithstanding their inclusion in this award package, the following Agreement Articles do not apply to this grant-award: 1. Communication and Cooperation with the Department of Homeland Security and Immigration Officials. 2. Paragraph (2)(a)(iii) of Anti-Discrimination. 3. Termination of a Federal Award. This provision is consistent with any terms of the Notice of Funding Opportunity that state Paragraphs C.IX (Communication and Cooperation with the Department of Homeland Security and Immigration Officials), C.XVII(2)(a)(iii) (Anti-Discrimination Grant Award Certification regarding immigration), and C.XL (Termination of a Federal Award) of the FY 2025 DHS Standard Terms and Conditions do not apply to this award.

FY 2025 State and Local Cybersecurity Grant Program-Specific Requirements (per Federal FY 2025 Notice of Funding Opportunity (NOFO))

- a.** Subrecipients should not have foreign nationals or noncitizens included. If a subrecipient has foreign nationals, they must be properly vetted and must adhere to all government statutes, policies, and procedures including "staff American, stay in America" and security requirements.

Subrecipients must submit short bios and resumes upon request. This should include the type of entity, organizational leadership, and board members along with both the names and addresses of the individuals. Resumes are subject to approval.

- b.** All SLCGP recipients and subrecipients are required to participate in a limited number of free services by CISA, with specific requirements depending upon the entity and type of funding received. Cyber Hygiene services are required for all SLCGP recipients, subrecipients, and entities receiving the benefits of services, activities, etc., in lieu of funding. For these required services and memberships



Cyber Hygiene Services

Vulnerability Scanning evaluates external network presence by executing continuous scans of public, static Internet Protocols for accessible services and vulnerabilities. This service provides weekly vulnerability reports and ad-hoc alerts.

To register for this service, email vulnerability@cisa.dhs.gov with the subject line "Requesting Cyber Hygiene Services – SLCGP" to get started. Indicate in the body of your email that you are requesting this service as part of the SLCGP. For more information, visit CISA's Cyber Hygiene Information web page.

Note: Subrecipients already receiving Vulnerability Scanning Services (VS) through the North Dakota Information Technology (NDIT) may request a letter of attestation from NDIT through Steve Palmer (stpalm@nd.gov) in lieu of signing up for the CISA Vulnerability Scanning Service. This letter should be uploaded to your Project page in the Grants Management System at <https://grants.des.nd.gov>. NDIT does not offer Web Application Scanning (WAS); therefore, subrecipients must request this service from CISA.

- c. Subrecipients must agree to make available non-federal funds to carry out an SLCGP award in an amount not less than 40% of the total project costs (federal award amount plus cost share amount, rounded to the nearest whole dollar).

DHS administers cost-matching requirements in accordance with 2 C.F.R. § 200.306. To meet matching requirements, the recipient contributions must be verifiable, reasonable, allocable, and necessary, and otherwise allowable under the grant program, and in compliance with all applicable federal requirements and regulations. The non-federal cost share requirement cannot be matched with other federal funds, unless specifically authorized by the legislation governing that other source of federal funding.

NDDes Additional Terms Conditions

1. Prior Approval for Modification of Approved Budget

Before making any change to the approved budget for this award, you must request prior written approval from NDDes. NDDes may be required by 2 C.F.R. section 200.308 to request FEMA approval of any budget modifications.

2. NDDes Fiscal Requirements and Other Program Rules, Regulations, Laws, and Policies for Federal Programs

Subrecipient is required to also follow the applicable provisions of the NDDes Fiscal Requirements and Other Program Rules, Regulations, Laws, and Policies for Federal Programs as well as State or local provisions that may be stricter than Federal or State laws, regulations, or policies. This document can be found under the HSGP tab on the NDDes Grants website at <https://grants.des.nd.gov>.

3. Reimbursements, Quarterly Reports, Time Extension Requests, Scope Changes, and Project Closeout

Subrecipient must submit all reimbursement requests, quarterly reports, time extension requests, scope change requests, and project closeouts along with required documentation in the NDDes Grants Management System at <https://grants.des.nd.gov>.

4. Un-expended Funds

At the conclusion of the period of performance as noted on the Notice of Grant Award, upon completion of the project, or withdrawal of the project by the subrecipient; whichever comes first, unexpended funds will be de-



obligated. By signing the Notice of Grant Award, the sub-recipient is authorizing NDDes to expend the de-obligated funds on program costs.

5. Award Acceptance

The federal Notice of Grant Award, the DHS Standard Terms and Conditions, and these Special Conditions constitute the operative document obligating and reserving the Federal funds for use by the sub-recipient. By signing the Notice of Grant Award, the subrecipient is certifying acceptance of the terms and conditions of the award.



FARGO CASS PUBLIC HEALTH
ADMINISTRATION
1240 25th Street South
Fargo, ND 58103-2367
Phone 701.241.1360
FargoCassPublicHealth.com

MEMORANDUM

TO: FAHR COMMITTEE

FROM: JENN FAUL 
DIRECTOR OF PUBLIC HEALTH

DATE: SEPTEMBER 3, 2026

**RE: NOTICE OF DONATION FROM CLEO ERICKSON FOR \$25,000
TO THE HARM REDUCTION PROGRAMS OF FARGO CASS
PUBLIC HEALTH.**

A donation of \$25,000 was made in the form of a cashier's check from Cleo Erickson (see attached letter). The funds will be used to purchase a different vehicle for the Harm Reduction Program as one of their vehicles is currently leaking oil and is at the end of its life cycle.

Jan Eliassen, Harm Reduction Program Director, will work with Tom Gange, Fleet Purchasing Manager for the City of Fargo, to dispose of the old vehicle and purchase a different vehicle.

Revenue Account:

Harm Reduction Donations	281-0000-337-68-04	\$25,000
---------------------------------	---------------------------	-----------------

Expense Account:

Capital Outlay Vehicles	281-6013-451-74-20	\$25,000
--------------------------------	---------------------------	-----------------

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

Suggested Motion:

Move to approve the acceptance of this donation and the budget adjustment to facilitate the purchase of a new vehicle for FCPH Harm Reduction Programs.

JF/lls
Attachment

CLEO M ERICKSON
PO BOX 2658
WILLISTON ND 58802
701.770.7250

Jan Eliassen
Harm Reduction Programs
2001 1st Ave N
Fargo ND 58102

Greetings Jan

I would like to thank you and your staff for the work and dedication you give every day to reach those in need. My hope and prayer is this donation will assist you and your team to fulfill the mission of reaching program participants connect to resources in the community.

Please find enclosed a donation check to be utilized by the Harm Reduction Programs in Fargo North Dakota.

Thanks Again!



Cleo Erickson

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 : _____

DATE PREPARED: 9/3/2026 Grant Number: _____

DESCRIPTION OF REQUEST: A private donation has been given to Harm Reduction in the amount of \$25,000. This will be used to replace a vehicle that is currently allocated to Harm Reduction and is currently part of the COF fleet being maintained by Central Garage.

REVENUE ACCOUNT NUMBER:	CURRENT BUDGET	REQUESTED ADJUSTMENT	NEW BUDGET
281-0000-337-68-04	\$ 40,000	\$ 25,000	\$ 65,000
		+	= \$ -
		TOTAL REVENUE ADJUSTMENTS: \$	25,000

EXPENSE ACCOUNT NUMBER:	CURRENT BUDGET	REQUESTED ADJUSTMENT	NEW BUDGET
281-6013-451-74-20	\$0	\$25,000	= \$ 25,000
			= \$ -
		+	= \$ -
		TOTAL EXPENSE ADJUSTMENTS: \$	25,000

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

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

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



FARGO FIRE DEPARTMENT
637 NP Avenue North
Fargo, ND 58102-4916
Phone: 701.241.1540 | Fax: 701.241.8125
FargoFire.com



MEMORANDUM

TO: BOARD OF CITY COMMISSIONERS

FROM: FIRE CHIEF GARY LORENZ

DATE: 9/14/2026

SUBJECT: FIRST DUE INSPECTION, TESTING, AND MAINTENANCE (ITM) PORTAL

The Fargo Fire Department is requesting approval to implement the First Due Inspection, Testing, and Maintenance (ITM) portal. This portal will allow ITM contractors to submit required inspection, testing, and maintenance reports electronically through a link on the FFD website. The system integrates directly with FFD's inspection and incident reporting software, improving recordkeeping and operational efficiency.

Effective January 1, 2026, the federal fire incident reporting system transitioned from the National Fire Incident Reporting System (NFIRS) to the National Emergency Response Information System (NERIS). To meet new federal reporting requirements, FFD adopted First Due as its incident reporting, inspection, and preplanning system. Prior to this change, ITM report submissions were handled through Mobile Eyes, which is no longer compatible with FFD's current reporting platform or the new NERIS requirements.

The International Fire Code (IFC) sections 110.3 and 901.6.3, as adopted by the City of Fargo, require ITM records to be maintained on the premises. The First Due ITM portal provides an acceptable electronic alternative for this required recordkeeping. Contractors will pay a \$15 fee per report submission, collected directly by First Due. This fee is consistent with other vendors. The First Due portal also allows FFD to maintain a single, centralized database of buildings and businesses, something not supported by other vendors' systems.

The attached contract outlines the terms for adding the First Due ITM portal at no cost to the City of Fargo, with the \$15 per-report fee paid by contractors that choose to submit reports electronically. Alternatively, paper copies of reports may continue to be maintained at the premises at no cost.

RECOMMENDED MOTION: Approve First Due contract for electronic ITM Reporting.



PRICING PROPOSAL

Quote for Fargo Fire Department (ND)

ID: quot_UYkgob4kFMyZf
Prepared by: justin.kelly@firstdue.com



From	Ship To	Bill To
Locality Media, LLC dba First Due	Ryan Erickson	Ryan Erickson
390 NE 191st St	Fargo Fire Department (ND)	Fargo Fire Department (ND)
Ste 17328	PO Box 2083	PO Box 2083
Miami, FL 33179, US	Fargo, ND 58107, United States	Fargo, ND 58107, United States
	701-241-8139	701-241-8139
	rerickson@fargond.gov	rerickson@fargond.gov

\$0.00

Contract Period	Sep 30, 2026 - Sep 29, 2027
Contract Length	12 Months
Quote Expiration	Sep 24, 2026
Payment Terms	Net 30
Annual Subscription:	\$0.00

Offering	Date	Amount
	Sep 30, 2026 - Sep 29, 2027 12 Months	
ITM Reporting (Subscription) Allows AHJs to track, manage, and report on fire and life safety system inspections, testing, and maintenance. This includes a portal for service providers to upload ITM reports, allowing native interoperability with other First Due products.		\$0.00
	Subscription Fees Subtotal	\$0.00
	Total	\$0.00

TERMS AND CONDITIONS

Governing Terms and Conditions: This Quote, together with the attached statement of work, service descriptions, exhibits, or schedules (collectively, the "Quote Documents"), is subject to and governed by the First Due Terms and Conditions, available at: <https://www.firstdue.com/generalterms>. The First Due Terms and Conditions are incorporated into this Quote by reference and, together with this Quote and the Quote Documents, constitute the agreement between First Due and Customer governing the Services described herein. By executing this Quote, or by issuing a purchase order or other written acceptance that references this Quote, Customer agrees to be bound by the First Due Terms and Conditions.

Acceptance. This Quote shall become binding upon the earliest of: (a) Customer's execution of this Quote; (b) Customer's issuance of a purchase order or similar ordering document referencing this Quote; or (c) Customer's access to or use of the Services described in this Quote.

ITM Fee. The service provider uploading the report will be charged Fifteen Dollars (\$15.00) per report submission. The parties acknowledge that the ITM report submission fee is established by the City of Fargo. The City may increase the ITM report submission fee upon written notice to First Due, and First Due shall implement such increase within thirty (30) days from the date notice is received. Any reduction in the ITM report submission fee below Fifteen Dollars (\$15.00) shall require the prior written agreement of First Due.

Signature Page

Fargo Fire Department (ND)

Signature: _____

Date: _____

Name: Joshua A. Boschee

Job Title: Mayor

Email: jboschee@fargond.gov

Signature: _____

Date: _____

Name: Angie Bear

Job Title: Deputy City Auditor

Email: abear@fargond.gov

Locality Media, LLC dba First Due

Signature: _____

Date: _____

Name: Josh Stanley

Job Title: CFO

Email: josh.stanley@firstdue.com



QUOTE SUPPLEMENT TO FIRST DUE QUOTE

This Quote Supplement is issued pursuant to and incorporates by reference the First Due General Terms and Conditions (the "**General Terms and Conditions**"), which govern Customer's access to and use of the Services. This Quote Supplement, together with the applicable Quote, the General Terms and Conditions, and any applicable SOWs or addenda expressly referenced herein, constitutes the binding agreement between First Due and Customer (collectively, the "**Agreement**"). Capitalized terms used but not defined in this Quote Supplement shall have the meanings set forth in the General Terms and Conditions. In the event of any conflict or inconsistency among the foregoing documents, the order of precedence set forth in the Agreement shall apply.

1. **ORDER OF PRECEDENCE.** If there is any conflict or inconsistency among the documents comprising the Agreement, the following order of precedence shall apply, but only to the extent of such conflict: (a) the Quote, with respect to commercial terms, fees, subscription term, and purchased Services; (b) the applicable SOW(s), with respect to the scope, timing, assumptions, and deliverables for professional services; and (c) the General Terms and Conditions, with respect to all other legal, risk-allocation, and governance matters. No terms or conditions contained in any Customer purchase order, invoice, or other Customer-provided document shall apply unless expressly agreed to in writing by First Due.
2. **AUTO-RENEWAL; RENEWAL PRICING; NOTICE OF NON-RENEWAL.** Unless otherwise expressly stated in this Quote, the subscription term for the Services shall automatically renew for successive renewal periods equal in length to the initial subscription term (each, a "Renewal Term"), unless either party provides written notice of non-renewal to the other party at least sixty (60) days prior to the expiration of the then-current subscription term. Renewal shall occur on the then-current General Terms and Conditions, together with any updated policies referenced therein, unless the parties expressly agree otherwise in writing. Unless otherwise expressly stated in this Quote, the subscription fees are subject to adjustment by First Due on an annual basis during the Initial Term and each Renewal Term. Any increase in the annual subscription fees for the same scope of Services shall not exceed ten percent (10%) over the fees payable for the immediately preceding twelve (12) month period, exclusive of increases attributable to (i) changes in the scope of Services, user counts, usage levels, modules, or features, (ii) applicable taxes, or (iii) third-party pass-through costs. If Customer is a governmental or quasi-governmental entity subject to fiscal-year funding or appropriation requirements, renewal is expressly contingent upon the availability and appropriation of funds for the applicable Renewal Term. In the event funds are not appropriated or otherwise made available, Customer may elect not to renew by providing written notice to First Due prior to the commencement of the applicable Renewal Term, and Customer shall have no further payment obligation beyond amounts accrued during the then-current term.
3. **INSURANCE.** During the term of the Agreement, First Due shall maintain commercially reasonable insurance coverage appropriate, which may include technology errors and omissions insurance and commercial general liability insurance. Upon written request, First Due shall provide Customer with a certificate of insurance evidencing such coverage.
4. **CHANGES TO TERMS OF USE.** First Due may update or modify the General Terms and Conditions from time to time. Any such updates shall apply on a prospective basis; provided, however, that no such modification shall materially diminish Customer's rights or materially increase Customer's obligations during the then-current term without Customer's prior written consent. Notwithstanding the foregoing, the version of the General Terms and Conditions in effect as of the effective date of this Quote shall govern the parties' rights and obligations during the then-current term with respect to any material terms. First Due may implement non-material updates, including those reflecting changes in law, clarifications, or administrative or operational improvements, without notice to Customer.



STATEMENT OF WORK

1. INTRODUCTION

1.1 Purpose. This Statement of Work ("SOW") is entered into pursuant to, and forms part of, the Agreement between Locality Media, LLC dba First Due ("First Due") and the customer identified in the applicable Quote ("Customer"). As contemplated by the General Terms and Conditions (the "General T&Cs"), the Agreement consists of (i) one or more written quotes, order forms, or similar ordering documents issued by First Due and accepted by Customer (each, a "Quote"), (ii) this SOW, and (iii) the General T&Cs.

This SOW describes the specific implementation-related services to be provided by First Due in connection with Customer's licensed use of the products and services identified in the applicable Quote (the "Purchased Products"). The purpose of this SOW is to define, at a high level, the scope, assumptions, responsibilities, and limitations applicable to such implementation services, including configuration, training, data migration, integrations, and transition to ongoing customer success, as applicable.

This SOW is intended to supplement the Quote and the General T&Cs solely with respect to the scope, timing, assumptions, deliverables, and fees for the implementation services described herein and shall not modify, expand, or supersede any other rights, warranties, obligations, or risk-allocation provisions set forth in the General T&Cs or the applicable Quote.

1.2 Scope. Subject to the terms and conditions of the Agreement, First Due shall provide the implementation services expressly described in this SOW or in any Quote Supplement attached to the applicable Quote (each, a "Quote Supplement," and together with this SOW, the "Implementation Services") for the Purchased Products identified in the applicable Quote. In the event of any conflict between this SOW and a Quote Supplement with respect to the scope, sequencing, or details of the Implementation Services, the Quote Supplement shall control. The Implementation Services are limited to the configuration and enablement of existing First Due functionality, implementation assistance delivered in accordance with First Due's standard methodologies, and activities reasonably necessary to support Customer's initial deployment of the Purchased Products. For the avoidance of doubt, any services, functionality, deliverables, integrations, configurations, reports, workflows, data preparation, remediation, customization, or professional services not expressly described in this SOW or an applicable Quote Supplement (or, solely to the extent applicable, the Quote) are outside the scope of the Implementation Services. No obligations shall be implied based on industry standards, prior discussions, proposals, marketing materials, or Customer expectations.

First Due does not guarantee that the Purchased Products, whether alone or as implemented, will achieve any specific business outcome, regulatory result, operational metric, or workflow preference unless such commitment is expressly stated in writing in this SOW or an applicable Quote Supplement (or, if applicable, the Quote).

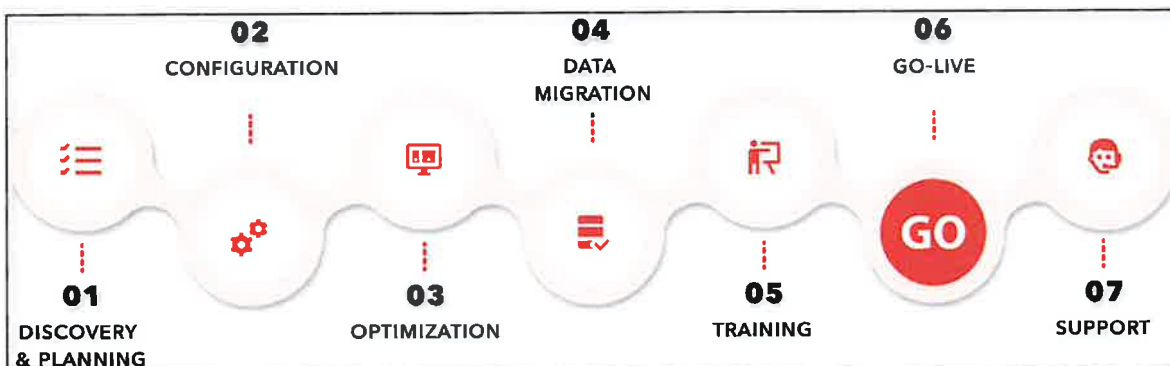
The Implementation Services do not include software development, custom feature creation, third-party system remediation, data cleansing or correction, legal, tax, or compliance advice, or ongoing managed or advisory services, unless expressly stated in the applicable Quote or a Quote Supplement or this SOW. Any modification to the scope of the Implementation Services, implementation timeline, or applicable fees shall require a mutually executed written change order in accordance with the Agreement. No verbal statements, email communications, purchase orders, or informal requests shall modify this SOW, any Quote Supplement, or the Agreement.

For Purchased Products offered as part of an "Essentials" or similar bundled implementation offering, the scope of Implementation Services is limited to the configuration and enablement of the modules and functionality expressly included in such bundle, as identified in the applicable Quote or Quote Supplement, and must be completed within the applicable Implementation Term described in Section 8.2. Any request to implement additional modules, defer implementation of included modules beyond the applicable Implementation Term, or materially alter the sequencing or scope of the bundled Implementation Services shall be treated as a change in scope requiring a written change order or a new statement of work, as determined by First Due.

2. IMPLEMENTATION

2.1 Overview. First Due shall perform the Implementation Services using its standard implementation methodology (generally depicted below), which may include a combination of structured (waterfall) and iterative activities. The Implementation Services are intended to support Customer's initial deployment of the Purchased Products and may include discovery, configuration, optimization, data migration, training, and go-live support, as applicable.

The parties acknowledge and agree that implementation timelines, sequencing, and activities are dependent upon Customer's timely performance of its obligations under this SOW, including the provision of information, access, approvals, and resources. All implementation milestones represent target objectives only and are not guarantees of completion by any specific date. First Due may reasonably modify the order, timing, or manner of implementation activities to maintain project efficiency or address dependencies, provided that the overall scope of the Implementation Services is not materially reduced.



2.2 Implementation Resources. First Due shall assign implementation personnel based on the Purchased Products, project complexity, and resource availability. Titles and role descriptions are provided for reference purposes only, and First Due may substitute personnel with comparable qualifications at its discretion.

First Due's implementation resources may include an implementation manager acting as the primary point of contact during implementation, product specialists supporting configuration and optimization of specific modules or functional areas, technical specialists supporting data migration and integrations, training personnel coordinating training activities, and a customer success manager participating during later stages of implementation to support transition to post-go-live engagement.

Nothing in this SOW shall be construed to require the assignment of specific individuals, minimum staffing levels, or dedicated personnel unless expressly stated in the applicable Quote.

2.3 Implementation Phases. The Implementation Services may include the phases described below. The inclusion, sequencing, timing, and depth of each phase depend on the Purchased Products and scope identified in the applicable Quote and this SOW. The phases described below reflect First Due's standard implementation approach and are provided for planning and reference purposes only.

2.3.1 Discovery and Planning. Once the implementation project has been initiated, Customer will receive tailored discovery questionnaires designed to gather information reasonably necessary to support implementation planning. Following completion of such materials, the Implementation Manager will schedule a project kick-off meeting during which Customer will receive initial system access, be introduced to the project team, and receive an overview of the Purchased Products and the implementation plan. The Implementation Manager will also establish meeting cadence and outline next steps. Where applicable, planning sessions for data migration and supported integrations, including CAD integration, will also be conducted during this phase and may be led by a Technical Implementation Specialist.

- **Key Meetings:** Project Kick-Off; CAD Kick-Off (if applicable); Data Migration Planning
- **Milestones:** Project Kick-Off; Initial System Access
- **Customer Tasks:** Completion of discovery questionnaires
- **Deliverables:** Welcome communication; initial account setup; system login credentials

2.3.2 Configuration. Following completion of discovery and planning, First Due will schedule configuration sessions to configure the Purchased Products using available functionality and standard configuration options. Configuration sessions may be conducted by the Implementation Manager or an Implementation Product Specialist, depending on the module or functional area. Customer may be required to complete preparatory tasks in advance of configuration sessions. The number and duration of configuration sessions may vary based on product scope and complexity.

- **Key Meetings:** Module configuration sessions (generally one to two per module)
- **Milestones:** N/A
- **Customer Tasks:** Configuration preparation tasks, as applicable
- **Deliverables:** Initial configuration of applicable modules
- **Scope:** Purchased Products identified in the applicable Quote

2.3.3 Optimization and User Acceptance. Following initial configuration, Customer will be provided an opportunity to perform testing and user acceptance activities for configured modules. Optimization sessions may be conducted to review Customer feedback and make configuration-level adjustments. Configuration and optimization activities may occur iteratively or in parallel to maintain project momentum.

Customer acknowledges that optimization is limited to configuration-level changes and that feedback must be provided within the review periods communicated by First Due. Unresolved items may be documented as exceptions. Upon completion of optimization for a module or functional area, Customer may be requested to provide written acceptance or sign-off.

Customer shall review and either accept or provide written notice of material nonconformity within ten (10) business days after delivery of the applicable module or functional area (the "Review Period"). If Customer fails to provide written notice of material nonconformity within the Review Period, or places the applicable module into production use, such module shall be deemed accepted for purposes of this SOW.

Any notice of nonconformity must identify the specific aspects of the delivered configuration that materially fail to conform to this SOW. First Due's sole obligation with respect to any timely and valid notice of nonconformity shall be to use commercially reasonable efforts to correct the identified nonconformity. Issues that do not materially impair use of the Purchased Products, or that arise from Customer data, third-party systems, or Customer-requested deviations, shall not delay acceptance.

- **Key Meetings:** Module optimization sessions (generally one to two per module)
- **Milestones:** Module acceptance and sign-off (one per module)
- **Customer Tasks:** User acceptance testing and feedback
- **Deliverables:** Optimized configuration resulting in Customer acceptance
- **Scope:** Purchased Products identified in the applicable Quote

2.3.4 Data Migration. Data migration activities may occur throughout the implementation and may include (i) initial data migration required to support configuration, (ii) migration of historical records during the implementation process, and (iii) a final data migration in connection with go-live. First Due's data migration team will review Customer's legacy data environment and provide guidance regarding extraction, mapping, and import using First Due's standard data migration practices.

Customer remains solely responsible for extracting and providing legacy data, ensuring the legality, accuracy, completeness, and quality of such data, and reviewing and validating migrated data within communicated timeframes. Not all historical data can or should be migrated, and standard data migration services do not include data cleansing, normalization, deduplication, correction, or remediation of data quality issues.

- **Key Meetings:** Data migration planning
- **Milestones:** Data migration sign-off



- **Customer Tasks:** Data extraction or access; data mapping assistance; review and approval of data loads
- **Deliverables:** Data migration plan; mapping assistance; data imports

2.3.5 Training. As implementation progresses toward completion, First Due will coordinate training activities intended to support Customer's understanding and adoption of the Purchased Products. Training may include administrator training conducted during configuration and optimization, as well as formal webinar-based or onsite training sessions. Customer may also be provided access to generally available training resources, including live training sessions and on-demand materials.

- **Key Meetings:** Training planning; training sessions
- **Milestones:** Training completion
- **Customer Tasks:** Coordination of personnel to be trained
- **Deliverables:** Training plan and training sessions

2.3.6 Go-Live Support. Once required configuration, optimization, training, and data migration activities have been completed or scheduled, First Due may support the go-live process. Go-live support may include final planning, execution assistance, final data migration, and short-term post-go-live support. Go-live support is limited in duration and does not include ongoing operational management or indefinite support services.

- **Key Meetings:** Go-live planning; post-go-live check-ins
- **Milestones:** System acceptance; go-live
- **Customer Tasks:** Final testing
- **Deliverables:** Post-go-live implementation support (typically two to four weeks)

2.3.7 Transition to Customer Success. Following completion of the post-go-live support period or upon expiration of the applicable Implementation Term or Essentials Implementation Period (whether or not all Purchased Products have been implemented), responsibility for ongoing engagement will transition to First Due's customer success and support teams in accordance with the Agreement.

3. TRAINING

3.1 Training Services. Training services, if expressly included in the applicable Quote, are provided solely to support Customer's initial familiarization with and adoption of the Purchased Products in connection with the implementation described in this SOW. Training is limited to instruction regarding the operation and use of existing, generally available functionality of the Purchased Products as configured during implementation and does not include consulting services, business process redesign, regulatory analysis, compliance advisory services, certification of Customer personnel, or any form of legal, regulatory, or compliance advice.

The nature, format, scope, and quantity of training to be provided under this SOW shall be as expressly described in the applicable Quote or as otherwise mutually agreed by the parties in writing during the implementation process. Training may be delivered remotely or onsite, may include administrator-level instruction or end-user training, and may include access to First Due's generally available training resources, including recorded materials, documentation, and knowledgebase content, subject to availability.

3.2 Customer Responsibilities. Customer is solely responsible for identifying appropriate personnel to participate in training and for ensuring the availability, preparedness, and participation of such personnel in scheduled training sessions. Customer shall also be responsible for providing any facilities, equipment, system access, or network connectivity reasonably necessary for First Due to conduct training sessions, whether delivered remotely or onsite.

Failure of Customer personnel to attend or meaningfully participate in scheduled training sessions shall not relieve Customer of its payment obligations under the Agreement or the applicable Quote and shall not obligate First Due to reschedule such sessions or provide substitute training unless otherwise agreed in writing by the parties.

3.3 Limitations and Disclaimers. Customer acknowledges that training services are provided on an "as-configured" basis and do not guarantee user proficiency, system adoption, operational performance, or achievement of any specific business, regulatory, or compliance outcome. First Due does not warrant that training will result in compliance with any applicable laws, regulations, standards, or internal policies, all of which remain the sole responsibility of Customer.

Any training services requested by Customer that are not expressly included in the applicable Quote shall be deemed outside the scope of this SOW and shall require a mutually executed written change order, which may include additional fees and adjustments to the implementation timeline.

4. DATA MIGRATION

4.1 Standard Data Migration Services. As part of the Implementation Services provided pursuant to the Agreement, First Due shall provide standard data migration services to support Customer's initial deployment of the Purchased Products. Data migration services are intended solely to enable operational use of the Purchased Products at or around go-live and are not intended to result in a complete, exact, or forensic replication of Customer's legacy systems, databases, or historical data environment.

Standard data migration services may include planning assistance, guidance regarding data extraction, data mapping to First Due's standard import formats, and the loading of certain Customer data into the Purchased Products using First Due's standard tools and processes, as reasonably determined by First Due based on the nature, structure, format, and condition of Customer's data.

4.2 Customer Responsibilities. Customer acknowledges and agrees that Customer is solely responsible for extracting, preparing, and providing all data to be migrated, whether directly or through Customer's third-party vendors. Customer is responsible for the legality, accuracy, completeness, consistency, quality, and integrity of all data provided to First Due, including compliance with applicable laws, regulations, records retention requirements, privacy obligations, and internal policies.



Customer shall timely review and validate all migrated data and shall notify First Due in writing of any material discrepancies within the reasonable review period communicated by First Due. Customer's failure to timely review, validate, or object to migrated data shall constitute acceptance of such data for purposes of implementation.

4.3 Scope Limitations. Customer acknowledges that not all data from Customer's legacy systems may be suitable, necessary, or technically feasible to migrate. First Due does not warrant that all data fields, historical records, attachments, metadata, audit trails, system logic, or reporting constructs can or will be migrated.

Standard data migration services do not include data cleansing, normalization, deduplication, enrichment, correction of errors, reconstruction of historical workflows, validation against source systems, or remediation of data quality issues unless expressly agreed in writing by the parties pursuant to a change order. Any such additional services, if requested, may be subject to additional fees and timeline adjustments.

4.4 Migration Timing and Final Data Load. Data migration may occur in multiple stages throughout the implementation process, including preliminary data loads for configuration or testing purposes and a final data load in connection with go-live. Customer acknowledges that data entered into Customer's legacy systems following any data extraction or preliminary migration may not be included in subsequent data loads unless expressly agreed in writing.

Customer is responsible for coordinating timely access to legacy systems, third-party vendors, and technical resources as reasonably necessary to support data migration activities and acknowledges that delays in such access may impact the implementation timeline and sequencing.

4.5 Disclaimers and Risk Allocation. Customer acknowledges that data migration is inherently dependent on Customer-provided data and third-party systems. Except to the extent caused by First Due's failure to perform the migration process in material accordance with this SOW, First Due shall have no liability arising from errors, omissions, corruption, loss, or inaccuracy of data originating from Customer systems, Customer-provided data, or third-party sources.

Customer remains solely responsible for verifying the completeness and accuracy of migrated data prior to go-live, for maintaining backups of legacy data, and for satisfying any legal or regulatory obligations related to data retention, preservation, or auditability. Nothing in this SOW expands or modifies First Due's data protection, security, or confidentiality obligations beyond those expressly set forth in the General T&Cs.

5. INTEGRATIONS

5.1 Integration Scope. As part of the Implementation Services, First Due shall configure and enable the integrations expressly identified in the applicable Quote (the "Integrations"), using First Due's standard integration methods, connectors, or application programming interfaces, as applicable. Integrations are intended solely to support data exchange or interoperability between the Purchased Products and designated third-party systems and are limited to the functionality supported by First Due at the time of implementation.

Integrations shall generally be implemented during the configuration and optimization phases described in Section 2, unless otherwise reasonably determined by First Due based on technical dependencies, sequencing considerations, or third-party constraints. Certain integrations, including but not limited to CAD integrations, may require dedicated planning or configuration sessions due to their complexity and reliance on third-party systems.

No integrations are included unless expressly identified in the applicable Quote.

5.2 Customer Responsibilities and Dependencies. Customer acknowledges that the successful implementation and ongoing operation of any Integration is dependent upon Customer's third-party vendors, systems, configurations, permissions, data structures, network environments, and continued availability of third-party services. Customer is solely responsible for procuring and maintaining all required third-party systems, licenses, access credentials, approvals, and cooperation necessary to enable the Integrations.

Customer shall ensure that First Due is provided timely access to relevant systems, technical documentation, and knowledgeable personnel as reasonably necessary to support integration activities. Delays, failures, or limitations caused by third-party systems, vendors, or Customer dependencies shall excuse any corresponding delay in First Due's performance and shall not constitute a breach of this SOW.

5.3 Limitations and Exclusions. Customer acknowledges and agrees that Integrations are provided on an "as-available" basis and are limited to the data fields, workflows, and functionality supported by First Due and the applicable third-party systems at the time of implementation. First Due does not warrant that any Integration will be uninterrupted, error-free, or compatible with future changes made by third-party vendors.

First Due does not control, and shall have no responsibility or liability for, third-party systems, vendors, outages, data inaccuracies, latency, security vulnerabilities, or changes to third-party interfaces, APIs, data schemas, or commercial terms. Any remediation, modification, or reconfiguration required due to changes or failures of third-party systems shall be outside the scope of this SOW unless otherwise agreed in writing pursuant to a change order.

5.4 Post-Go-Live Support for Integrations. Following go-live, First Due will provide reasonable support for Integrations in accordance with the support terms set forth in the Agreement. Such support is limited to diagnosing whether an issue originates within the Purchased Products and, where appropriate, coordinating with Customer or applicable third-party vendors to facilitate resolution.

First Due shall have no obligation to modify, replace, or re-engineer any Integration due to changes imposed by third-party vendors unless such work is expressly agreed by the parties pursuant to a written change order and may be subject to additional fees and timeline adjustments.

5.5 No Guarantees. Customer acknowledges that Integrations are provided as a convenience to facilitate interoperability and do not guarantee data accuracy, timeliness, completeness, availability, or suitability for Customer's operational, regulatory, reporting, or compliance needs. Customer remains solely responsible for verifying the accuracy and appropriateness of data received through any Integration and for compliance with all applicable laws, regulations, and internal policies related to such data.

6. CUSTOMER SUCCESS MANAGER. Following completion of the implementation and transition from any post-go-live implementation support period, First Due shall assign a Customer Success Manager ("CSM") to serve as Customer's primary point of contact for ongoing relationship management, as



contemplated by the Agreement. The CSM's role is intended to support Customer's use of the Purchased Products through periodic check-ins, coordination of communications, and facilitation of access to generally available resources and information regarding product updates, features, and services.

Customer acknowledges and agrees that the CSM does not provide consulting services, operational or project management, system administration, legal, regulatory, or compliance advice, or any guarantees regarding system adoption, performance, availability, or business outcomes. Any guidance or information provided by the CSM is informational in nature only and shall not modify or expand the terms of the Agreement, the applicable Quote, or this SOW.

The frequency, format, and content of CSM interactions may vary based on Customer needs, product usage, and First Due's standard customer success practices and may change over time. The assignment of a CSM does not obligate First Due to provide dedicated personnel, minimum service levels, response times, or ongoing professional services beyond those expressly set forth in the Agreement.

Any requests by Customer for services beyond the scope of standard customer success activities, including additional training, configuration changes, integrations, analysis, or consulting services, shall be subject to a separate written agreement or change order and may require additional fees.

7. CUSTOMER SUPPORT

7.1 Support Services Generally. Customer support services are provided pursuant to the Agreement and any applicable support policies referenced therein and are intended to assist Customer with questions, requests, or issues related to the operation of the Purchased Products following go-live. Customer support services are separate from, and not a continuation of, the Implementation Services described in this SOW.

Except as expressly set forth in the Agreement or the applicable Quote, customer support services do not include implementation services, professional services, consulting, system administration, configuration changes, data correction, or training.

Nothing in this SOW shall be construed to create any service level commitment, response time obligation, or priority support entitlement unless expressly stated in the Agreement or the applicable Quote.

7.2 Support Requests and Contact Information. When Customer submits a request for customer support, First Due will create a support ticket within its customer support system and assign a unique ticket identifier for tracking and documentation purposes. Support requests may be submitted through any of the support channels made available by First Due in accordance with its then-current support procedures.

As of the effective date of this SOW, Customer may contact First Due customer support using the following channels:

- Online Support Portal: <https://support.firstduesizeup.com/portal/en/kb/first-due-community-connect-support>
- Email: support@firstdue.com
- Telephone: (516) 874-5818

First Due may update or modify its support systems, tools, contact methods, or intake processes from time to time, provided that commercially reasonable access to customer support is maintained.

7.3 Self-Service Resources. First Due may provide Customer with access to self-service support resources through its online support center or knowledgebase. Such resources may include instructional materials, step-by-step articles, frequently asked questions, videos, and best practices and are generally available on a twenty-four (24) hour basis.

Self-service resources are provided as a convenience to Customer and are intended to supplement, but not replace, direct customer support. First Due does not warrant the completeness, accuracy, or continued availability of any specific self-service resource.

7.4 Hours of Operation and Severity. Customer support hours of operation ("Business Hours") are generally Monday through Friday, from 9:00 a.m. to 6:00 p.m. Eastern Time, excluding First Due-observed holidays.

First Due may provide twenty-four (24) hour, seven (7) day support coverage for issues classified by First Due as severity level one (Sev 1), meaning system-down or urgent issues, in accordance with its then-current support practices. Severity classifications, response times, and resolution objectives, if any, are governed exclusively by the Agreement and applicable support policies and are not expanded or modified by this SOW.

7.5 Limitations. Customer acknowledges that customer support services are limited to issues arising from the Purchased Products as delivered and do not include responsibility for third-party systems, integrations, Customer-provided data, network environments, or issues caused by Customer modifications, misuse, or failure to follow documentation.

Customer further acknowledges that First Due may suspend or limit support services in accordance with the Agreement, including in connection with non-payment, security concerns, or misuse of the Purchased Products.

8. ASSUMPTIONS

8.1 Customer Participation and Cooperation. Customer acknowledges that the successful performance of the Implementation Services is dependent upon timely and meaningful participation by Customer personnel. Customer shall designate knowledgeable representatives with appropriate authority to make decisions, provide approvals, and coordinate resources as reasonably required to support implementation activities. Customer shall attend scheduled meetings, complete preparatory tasks, provide required information and access, and perform testing and validation activities in a timely manner.

Customer acknowledges that implementation activities generally require ongoing Customer involvement, including reasonable weekly time commitments for meetings, review, testing, and preparatory work. Any failure or delay by Customer to perform its responsibilities under this SOW shall excuse any corresponding delay in First Due's performance and may result in adjustments to the implementation timeline, sequencing, or resource allocation.

If Customer's failure to participate, provide required information, access, approvals, or resources materially impacts the scope, timing, or effort required to perform the Implementation Services, First Due may require a mutually executed written change order to continue implementation on revised terms.



8.2 Implementation Term and Expiration. The implementation services described in this SOW are intended to be completed within twelve (12) months following the Subscription Start Date specified in the applicable Quote, as contemplated by the Agreement (the "**Implementation Term**"). Notwithstanding the foregoing, for Purchased Products sold as part of an "Essentials" or similar bundled implementation offering, the parties agree that the Implementation Services are intended to be completed within a limited implementation period of four (4) months following the Subscription Start Date (the "**Essentials Implementation Period**"), unless otherwise expressly stated in the applicable Quote.

Except for delays materially caused by First Due, if implementation activities are delayed due to Customer actions, Customer dependencies, third-party systems or vendors, or circumstances outside either party's reasonable control, First Due may, in its discretion, extend the Implementation Term, provided there is a mutually agreed written plan to complete the remaining implementation activities within such extension period.

Expiration of the Implementation Term shall not affect Customer's subscription to the Purchased Products, Customer's obligation to pay fees under the Agreement, or First Due's obligations relating to customer support and customer success services following go-live, all of which shall be governed exclusively by the Agreement and the applicable Quote.

If Customer does not complete implementation of all modules included in an Essentials or bundled offering within the applicable Essentials Implementation Period due to Customer delay, deferral, or inaction, First Due shall have no obligation to continue providing implementation services for the unimplemented modules. Customer may either (i) configure such modules independently using the Purchased Products, or (ii) engage First Due for additional implementation services pursuant to a new statement of work or change order, subject to additional fees. In such event, Customer shall be deemed transitioned out of implementation status and into customer success and support as provided under the Agreement.

8.3 Standard Functionality and Best Practices. Customer acknowledges that the Purchased Products are standardized, configurable software solutions designed to support a broad range of customers and operational use cases. While First Due will reasonably consider Customer's existing workflows during implementation, First Due may recommend the use of standard functionality, configurations, or industry best practices to promote efficiency, maintainability, system performance, and timely completion of implementation.

Customer further acknowledges that implementation may require changes to Customer's existing workflows, processes, or operational practices and that such changes do not constitute a failure of the Implementation Services or a breach of this SOW.

8.4 Go-Live Requirements and Known Gaps. During the course of implementation, the parties may identify functional limitations, dependencies, or gaps in the Purchased Products relative to Customer's desired workflows. Certain items may be designated by the parties as requirements for go-live. Where commercially reasonable and technically feasible, such items will be prioritized for completion prior to go-live.

Customer acknowledges that certain non-critical features, enhancements, or refinements may not be available at go-live and may instead be documented as exceptions in applicable module or system sign-offs, with target timeframes for future delivery if applicable. The existence of such exceptions shall not delay go-live unless expressly agreed in writing by the parties.

8.5 No Outcome, Compliance, or Advisory Guarantees. Customer acknowledges that the Implementation Services are intended solely to enable deployment and initial use of the Purchased Products. First Due does not guarantee any specific operational, financial, regulatory, compliance, accreditation, or business outcomes arising from implementation or use of the Purchased Products.

Customer further acknowledges that the Implementation Services are technical and configurational in nature only and do not constitute legal, regulatory, tax, compliance, or professional advice. Customer remains solely responsible for determining whether the Purchased Products, as implemented, satisfy Customer's legal, regulatory, policy, or operational requirements and for ensuring Customer's use of the Purchased Products complies with applicable law and internal standards. 8.6 Suspension for Assumption Failure

First Due may suspend Implementation Services, without liability, if Customer fails to satisfy the assumptions set forth in this Section 8, including failures relating to participation, access, data availability, approvals, or third-party dependencies. Any such suspension shall not constitute a breach of this SOW and shall not relieve Customer of its payment obligations under the Agreement.

[End of Statement of Work]



FARGO FIRE DEPARTMENT
637 NP Avenue North
Fargo, ND 58102-4916
Phone: 701.241.1540 | Fax: 701.241.8125
FargoFire.com

23

MEMORANDUM

TO: BOARD OF CITY COMMISSIONERS

FROM: FIRE CHIEF GARY LORENZ

DATE: 9/14/2026

SUBJECT: FARGO FIRE DEPARTMENT AND MUNICIPAL AIRPORT AUTHORITY MOU

The City of Fargo Fire Department and the Municipal Airport Authority have operated under a Memorandum of Understanding since 2015 governing their respective responsibilities and mutual assistance during aircraft emergencies occurring on and off Airport Authority property. The proposed MOU continues the existing arrangement without material changes to the parties' operational responsibilities. The document is being updated to reflect current officials and the Airport Authority's requested department name, "Hector ARFF Department," in place of the former "MAA Crash Fire Rescue" terminology.

RECOMMENDED MOTION: Move to approve the enclosed updated Memorandum of Understanding with the Municipal Airport Authority.

Memorandum of Understanding (MOU) between City of Fargo Fire Department (FFD) and the Municipal
Airport Authority (MAA)

1. In the event of an aircraft emergency situation on all Municipal Airport Authority property, Hector ARFF Department services shall be primarily responsible, and shall utilize all available resources. FFD shall furnish such personnel, equipment, facilities, or services as are available, provided that such actions would not unreasonably diminish the FFD's ability to provide emergency services within its jurisdiction.
2. In the event of an airplane emergency off Municipal Airport Authority property, Hector ARFF Department services shall provide such assistance as is necessary and appropriate to enhance the FFD's ability to respond to the emergency.
3. Any request for aid shall include a statement of the amount and type of equipment and personnel requested, and shall specify the location to which the equipment and personnel are to be dispatched. The responding entity may request such information from the requesting entity as is necessary to confirm the emergency situation and to assess the types and amounts of assistance that shall be provided.
4. During an emergency situation, the responding FFD ranking officer will immediately assume the duties of incident command upon arrival. All personnel shall work under the direction of the designated incident commander/unified command.
5. In any emergency situation, radio communications will be established through the use of the local public radio system or utilization of the statewide frequency management interoperability plan.

In witness whereof, this Agreement has been executed and approved and is effective and operative as to each of the parties as herein provided.

Municipal Airport Authority

City of Fargo

Name
Date: _____

Name
Date: _____

Attest:

Attest:

24

To: Board of City Commissioners

From: Jill Minette, Director of Human Resources
Melissa Lura, Human Resources Manager

Re: 2027 Benefit Renewals

Date: September 10, 2026

We have several benefit plan renewals occurring on January 1, 2027. The cost of the proposed benefits has been included in the 2027 budget. The renewals and proposed changes are listed below:

Health Insurance

The health insurance renewal with Blue Cross Blue Shield of North Dakota includes the renewal of the current BlueAccess and BlueSaver plans; however, both DakotaBlue (Essentia Network) plans will no longer be offered by BCBSND in 2027. Current members covered under the DakotaBlue (Essentia Network) plans will be able to enroll in either the BlueAccess or BlueSaver Plans for 2027.

The overall premium increase for 2027 is 6.6%. The 2027 health premiums are attached. The city will continue to pay 86% of the individual premium and 80% of the parent + children and family premiums (pro-rated for benefited employees scheduled less than 40 hours per week).

While the plan designs remain primarily the same, the BlueSaver (HDHP) deductible will increase from \$3,400 to \$3,500.

Dental Insurance

Our dental insurance provider is Blue Cross Blue Shield of North Dakota (BCBSND). The proposed renewal for 2027 is a 7.1% premium increase which equates to a \$3.60 monthly premium increase for the City of Fargo per employee. The city pays the employee only premium for all full-time employees (pro-rated for benefited employees scheduled less than 40 hours per week) regardless of the level of coverage elected. Employees who choose to cover family members will experience an increase of \$3.40 (employee + child), and a \$7.10 increase (family) per month. The 2027 dental premiums are attached.

Vision Insurance

Our vision insurance provider is Superior Vision/Versant which is underwritten by MetLife. The vision insurance premium is paid entirely by the employee. With our 2027 renewal, we are recommending the adoption of two plan enhancements including a change to the frame frequency benefits from 24 months to 12 months and an increase to the frame and contact allowance from \$150 to \$175. The premium increase associated with the enhanced benefit is \$1.48 per month for employees only and \$3.96 per month for family coverage. The 2027 vision premiums are attached.

Life Insurance

Our current life insurance provider is Mutual of Omaha. The life insurance renewal for 2027 provides no increase to employee premiums, which are paid entirely by COF employees.

Mutual of Omaha is offering benefit enhancements as follows:

- Increase the maximum coverage for employees from \$200,000 to \$500,000 and spouses from \$100,000 to \$250,000.
- Guaranteed issue of \$250,000 for employees, \$50,000 for spouses and \$10,000 for dependent children.
- Employees can increase coverage in increments of \$10,000 up to a maximum of \$30,000 once per year without evidence of insurability (EOI) up to \$250,000. Increases beyond the maximum require EOI.
- Spouse increases beyond initial election require EOI.

Long-Term Disability (LTD) Insurance

Our current long-term disability provider is Mutual of Omaha. The LTD premium, which is paid entirely by the City of Fargo, will remain at .22% per \$100 of monthly insured income for 2027. The maximum monthly benefit is \$11,000. The plan's elimination period remains 120 days.

Short-Term Disability Insurance

In conjunction with BlueConnect, the benefit enrollment platform, Unum will continue to be offered as an individual short-term disability plan. The plan is voluntary and the premium will be paid entirely by participating employees. The plan has an elimination period of 14 days and a benefit period of six months at 60% of base income.

Flexible Spending Accounts

The City of Fargo will continue to offer employees the opportunity to participate in flexible benefits administered by WEX. Participants utilize pre-tax dollars to pay for eligible health and dependent care expenses.

Health Savings Account (HSA)

The city contributes to a Health Savings Account to encourage our employees to utilize an HSA to save pre-tax dollars for their out-of-pocket expenses under the high-deductible plan. The contribution is \$20 per month (\$10 per pay period) for individual coverage and \$40 per month (\$20 per pay period) for either the parent + child or family plans). These contributions occur over 24 pay periods.

RECOMMENDED MOTION: To approve the benefit renewals as outlined in this benefit renewal memo effective January 1, 2027.

City of Fargo
Blue Cross Blue Shield North Dakota (BCBSND) Dental Premiums
2027

	Employee Pay Period Contribution	COF Pay Period Contribution	Employee Monthly Contribution	COF Monthly Contribution	Combined Monthly Premium	Total Annual Premium
Full-Time Employee 40 (Scheduled Hours: 40 /week; 2080 /Year)*						
Employee Only	\$0.00	\$27.10	\$0.00	\$54.20	\$54.20	\$650.40
+ spouse	\$27.10	\$27.10	\$54.20	\$54.20	\$108.40	\$1,300.80
+ children	\$25.75	\$27.10	\$51.50	\$54.20	\$105.70	\$1,268.40
+ spouse & children	\$53.40	\$27.10	\$106.80	\$54.20	\$161.00	\$1,932.00
Full-Time Employee 30-39 (Scheduled Hours: 30-39/week; 1560-2079/year)*						
Employee Only	\$6.77	\$20.33	\$13.54	\$40.66	\$54.20	\$650.40
+ spouse	\$33.87	\$20.33	\$67.74	\$40.66	\$108.40	\$1,300.80
+ children	\$32.52	\$20.33	\$65.04	\$40.66	\$105.70	\$1,268.40
+ spouse & children	\$60.17	\$20.33	\$120.34	\$40.66	\$161.00	\$1,932.00
Part-time Employee 20-29 (Scheduled Hours 20-29/week; 1040 - 1559/year)*						
Employee Only	\$13.55	\$13.55	\$27.10	\$27.10	\$54.20	\$650.40
+ spouse	\$40.65	\$13.55	\$81.30	\$27.10	\$108.40	\$1,300.80
+ children	\$39.30	\$13.55	\$78.60	\$27.10	\$105.70	\$1,268.40
+ spouse & children	\$66.95	\$13.55	\$133.90	\$27.10	\$161.00	\$1,932.00

*Premiums apply to employees who are benefit eligible as defined in COF policy.

COBRA Rates	
	COBRA Monthly Premium
COBRA Employee Only	\$ 55.28
COBRA + spouse	\$ 110.57
COBRA + children	\$ 107.81
COBRA + spouse & Children	\$ 164.22

**Dental Insurance is effective the
1st of the month following date
of hire.**

City of Fargo
Blue Cross Blue Shield of North Dakota (BCBSND)
Health Insurance Premiums - Effective January 1, 2027

BCBSND BlueAccess 80 500							
		Employee Pay Period Contribution	COF Pay Period Contribution	Employee Monthly Contribution	COF Monthly Contribution	Combined Monthly Premium	Total Annual Premium
Full-time 40* 2080 annual hrs	Individual	\$ 66.71	\$ 409.84	\$ 133.42	\$ 819.68	\$ 953.10	\$ 11,437.20
	Parent + Children	\$ 167.76	\$ 671.04	\$ 335.52	\$ 1,342.08	\$ 1,677.60	\$ 20,131.20
	Family	\$ 247.82	\$ 991.28	\$ 495.64	\$ 1,982.56	\$ 2,478.20	\$ 29,738.40
Full-time 30-39* 1560-2079 annual hrs	Single	\$ 162.02	\$ 314.53	\$ 324.04	\$ 629.06	\$ 953.10	\$ 11,437.20
	Parent + Children	\$ 335.52	\$ 503.28	\$ 671.04	\$ 1,006.56	\$ 1,677.60	\$ 20,131.20
	Family	\$ 495.64	\$ 743.46	\$ 991.28	\$ 1,486.92	\$ 2,478.20	\$ 29,738.40
Part-time 20-29* 1040-1559 annual hrs	Single	\$ 238.27	\$ 238.28	\$ 476.54	\$ 476.56	\$ 953.10	\$ 11,437.20
	Parent + Children	\$ 503.28	\$ 335.52	\$ 1,006.56	\$ 671.04	\$ 1,677.60	\$ 20,131.20
	Family	\$ 743.46	\$ 495.64	\$ 1,486.92	\$ 991.28	\$ 2,478.20	\$ 29,738.40

COBRA Monthly Premiums	
COBRA Single	\$ 972.16
COBRA Parent+	\$ 1,711.15
COBRA Family	\$ 2,527.76

Health Insurance is effective the 1st of the month following date of hire. Premiums apply to employees who are benefit eligible as defined in COF Policy.

City of Fargo
Blue Cross Blue Shield of North Dakota (BCBSND)
Health Insurance Premiums - Effective January 1, 2027

BCBSND Blue Saver 80 3500 High Deductible Health Plan							
		Employee Pay Period Contribution	COF Pay Period Contribution	Employee Monthly Contribution	COF Monthly Contribution	Combined Monthly Premium	Total Annual Premium
Full-time 40* 2080 annual hrs	Individual	\$ 54.58	\$ 335.27	\$ 109.16	\$ 670.54	\$ 779.70	\$ 9,356.40
	Parent + Children	\$ 137.24	\$ 548.96	\$ 274.48	\$ 1,097.92	\$ 1,372.40	\$ 16,468.80
	Family	\$ 202.73	\$ 810.92	\$ 405.46	\$ 1,621.84	\$ 2,027.30	\$ 24,327.60
Full-time 30-39* 1560-2079 annual hrs	Single	\$ 132.55	\$ 257.30	\$ 265.10	\$ 514.60	\$ 779.70	\$ 9,356.40
	Parent + Children	\$ 274.48	\$ 411.72	\$ 548.96	\$ 823.44	\$ 1,372.40	\$ 16,468.80
	Family	\$ 405.46	\$ 608.19	\$ 810.92	\$ 1,216.38	\$ 2,027.30	\$ 24,327.60
Part-time 20-29* 1040-1559 annual hrs	Single	\$ 194.92	\$ 194.93	\$ 389.84	\$ 389.86	\$ 779.70	\$ 9,356.40
	Parent + Children	\$ 411.72	\$ 274.48	\$ 823.44	\$ 548.96	\$ 1,372.40	\$ 16,468.80
	Family	\$ 608.19	\$ 405.46	\$ 1,216.38	\$ 810.92	\$ 2,027.30	\$ 24,327.60
COBRA Monthly Premiums							
COBRA Single		\$ 795.29					
COBRA Parent+		\$ 1,399.85					
COBRA Family		\$ 2,067.85					

Health Insurance is effective the 1st of the month following date of hire. Premiums apply to employees who are benefit eligible as defined in COF Policy.

City of Fargo
Superior Vision Premiums
2027

	Employee Pay Period Contribution	Employee Monthly Contribution	Total Annual Premium
All Eligible Employee*			
Employee Only	\$5.67	\$11.34	\$136.08
+ spouse	\$10.72	\$21.44	\$257.28
+ children	\$11.69	\$23.38	\$280.56
+ spouse & children	\$15.15	\$30.30	\$363.60

*Premiums apply to employees who are benefit eligible as defined in COF policy.

COBRA Rates	
	COBRA Monthly Premium
COBRA Employee Only	\$ 11.57
COBRA + spouse	\$ 21.87
COBRA + children	\$ 23.85
COBRA + spouse & Children	\$ 30.91

25

City of Fargo Staff Report			
Title:	Eagle Valley Sixth Addition	Date: Update:	7/28/2026 9/10/2026
Location:	2428, 2430, 2434, 2436, 2440, 2442, 2446, 2448, 2452, 2454, 2456, 2460, 2462, 2464, 2468, 2470, 2472, 2476, 2478, 2480, 2484, 2486, 2488, 2492, and 2494 74 th Avenue South	Staff Contact:	Luke Morman, Planner
Legal Description:	Lot 1, Block 1, Eagle Valley Fifth Addition		
Owner(s)/Applicant:	EagleRidge Development, LLC	Engineer:	Mead & Hunt
Entitlements Requested:	Minor Subdivision (Replat of Lot 1, Block 1, Eagle Valley Fifth Addition to the City of Fargo, Cass County, North Dakota)		
Status:	City Commission Consent Agenda: September 14 th , 2026		

Existing	Proposed
Land Use: Undeveloped	Land Use: Residential
Zoning: SR-5, Single-dwelling Residential	Zoning: No change
Uses Allowed: Allows detached house, attached house, duplex, day care up to 12 people, parks and open areas, religious institutions, safety services, schools, and certain telecommunication facilities.	Uses Allowed: No change
Maximum Density: 14.5 units per acre	Maximum Density: No change

Proposal:
The applicant requests approval of one entitlement: 1. A minor subdivision to be known as Eagle Valley Sixth Addition, a replat of Lot 1, Block 1, Eagle Valley Fifth Addition to the City of Fargo, Cass County, North Dakota This project was reviewed by the City's Planning and Development, Engineering, Public Works, and Fire Departments ("staff"), whose comments are included in this report. Surrounding Land Uses and Zoning Districts: • North: Across 75th Avenue South, SR-4, Single-dwelling Residential; detached houses. • East: Across 24th Street South, SR-4, Single-dwelling Residential; detached houses. • South: Across 76th Avenue South, AG, Agriculture; undeveloped. • West: Across 25th Street South, AG, Agriculture; undeveloped. Area Plans: The Fargo Growth Plan 2024 designates the area of the subject property as "Suburban Neighborhood" place type. The existing zoning and proposed development are consistent with this land use designation. No zone change is proposed.

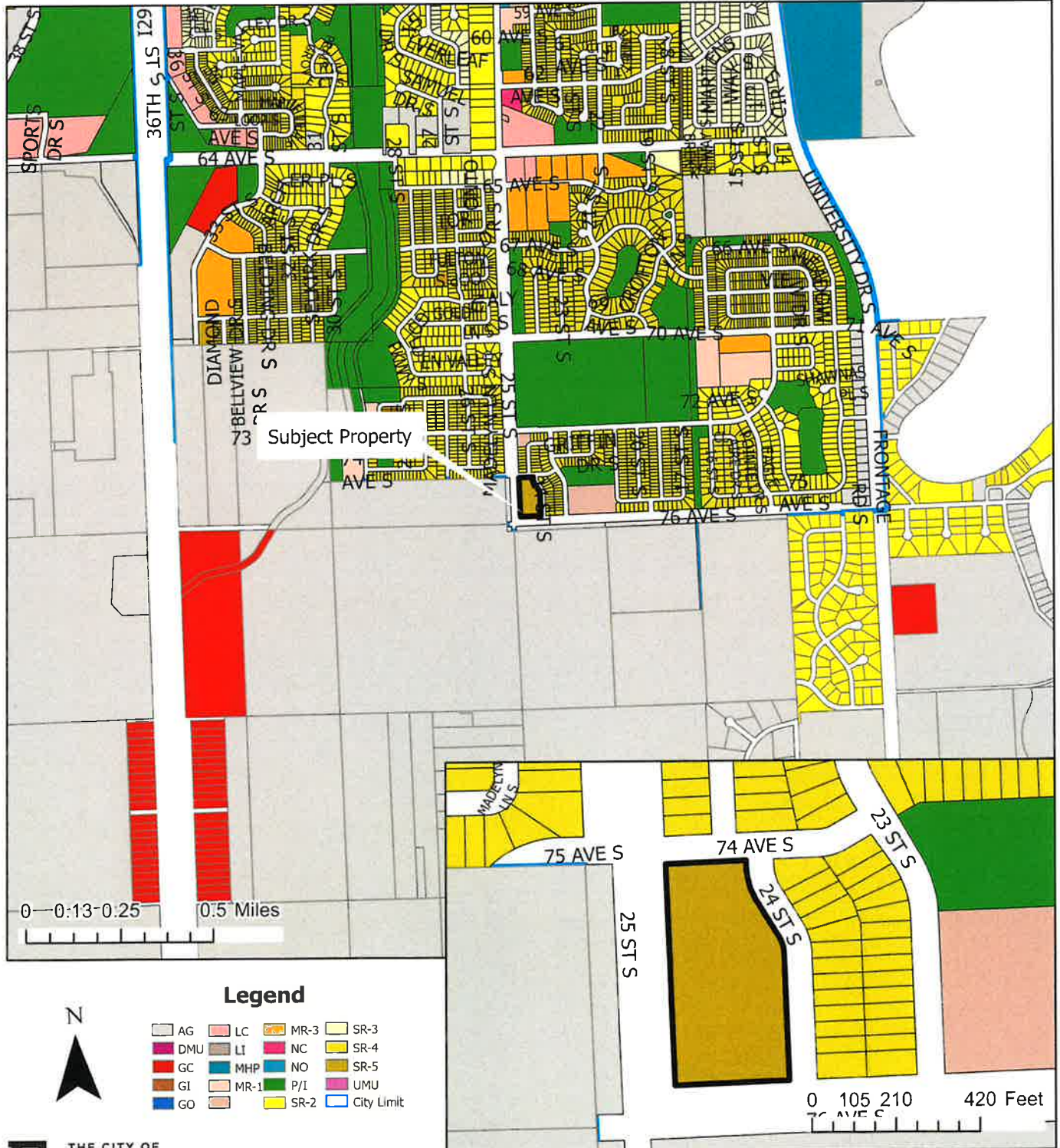
Context: Schools: The subject property is located within the Fargo School District and is served by Bennett Elementary, Discovery Middle, and Davies High schools. Neighborhood: The subject property is located within the Davies neighborhood. Parks: Eagle Valley Park, located at 7400 21st Street South, is within a quarter of a mile east of the subject property and provides amenities of basketball courts, grills, picnic tables, playgrounds for ages 2-12, recreational trails, and a shelter. Additionally, Davies High school, located at 7150 25th Street South, is within a quarter of a mile north of the subject property and provides amenities of outdoor pools, tennis courts, and softball/baseball fields. Pedestrian / Bicycle: Off-road shared-use paths are located along the east side of 23rd Street South, on both sides of 73rd Avenue South, and the east side of 25th Street South. All paths are within a quarter mile of the subject property and components of the metro area bikeways system. MATBUS Route: There are no MATBUS routes within a quarter of a mile of the subject property.
Staff Analysis: The proposed plat will subdivide the existing lot into a thirteen-lot minor subdivision entitled Eagle Valley Sixth Addition. EASEMENTS On the requested subdivision, a storm sewer easement is proposed to travel primarily north and south along the shared lot lines of Lot 13 and Lots 1-12. A waterline easement is proposed on the south side of Lot 12 to service Lot 13. As seen in other recent subdivisions, there are negative access easements proposed along 24th Street South to limit driveways and increase boulevard area. The existing negative access easement along 74th Avenue South is being adjusted to allow for a 40' driveway for access into Lot 13, lining up with 24th Street South to the north. All other existing easements will carry through with this subdivision. Staff and the applicant are finalizing an amenities plan that addresses stormwater management and floodplain requirements. PROPOSED DEVELOPMENT The applicant currently proposes Lot 13 as attached housing (townhomes) and Lots 1-12 as single-family detached houses. Staff has had several discussions with the applicant about the proposed site layout. The applicant communicated that the current plan for Lot 13 to be rentals with the possibility of making the units owner occupied in the future through a condominium process. Staff and the applicant are aware that future changes in the ownership may require further coordination to discuss utilities and maintenance of the common areas. Minor Subdivision The LDC stipulates that the following criteria are 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. The current zoning is SR-5, Single-dwelling Residential, and no zone change is proposed. This zoning is consistent with the "Suburban Neighborhood" place type of the Fargo Growth Plan 2024. In accordance with Section 20-0901.F of the LDC, notices of the proposed plat have been sent out

to property owners within 300 feet of the subject property. To date, Planning staff has received and responded to one inquiry about the project. The project has been reviewed by the city's Planning, Engineering, Public Works, Inspections, and Fire Departments. These departments have found that the plat meets the standards of Article 20-06 and other 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 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 Eagle Valley Sixth Addition, as outlined within the staff report, as the proposal complies with the Fargo Growth Plan 2024, the standards of Article 20-06, Section 20-0907.B and C of the Land Development Code, and all other applicable requirements of the Land Development Code."
Planning Commission Recommendation: August 4th, 2026 At the August 4th, 2026 Planning Commission, that Commission, by a vote of 10-0 with one Commissioner absent, moved to accept the findings and recommendations of staff and recommended approval to the City Commission of the proposed plat of the Eagle Valley Sixth Addition, as outlined within the staff report, as the proposal complies with the Fargo Growth Plan 2024, the standards of Article 20-06, Section 20-0907.B and C of the Land Development Code, and all other applicable requirements of the Land Development Code.
Attachments: 1. Zoning Map 2. Location Map 3. Preliminary Plat

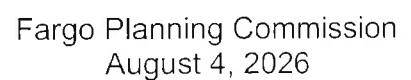
Minor Subdivision

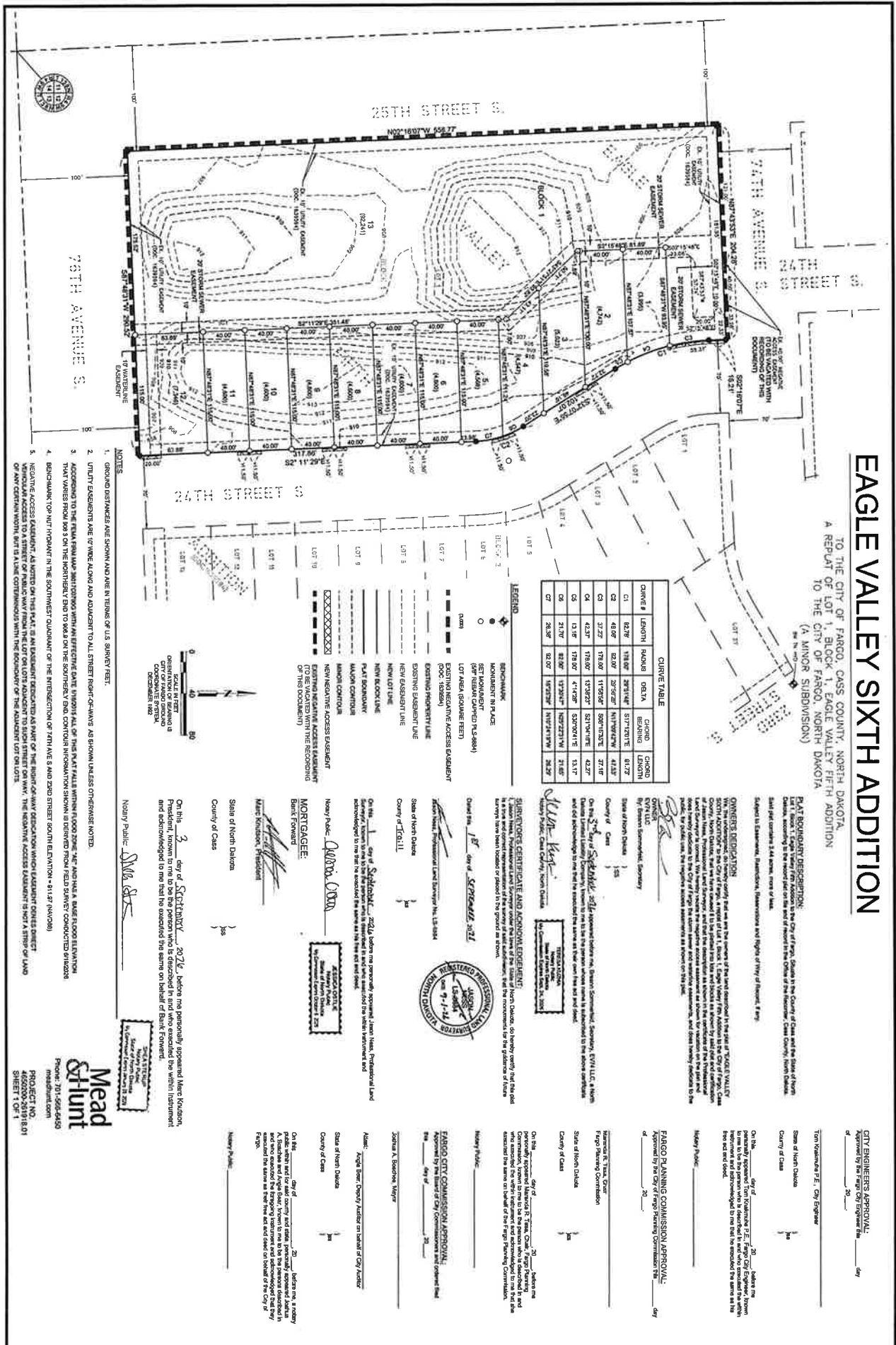
2428, 2430, 2434, 2436, 2440, 2442, 2446, 2448, 2452, 2454,
2456, 2460, 2462, 2464, 2468, 2470, 2472, 2476, 2478, 2480,
2484, 2486, 2488, 2492, and 2494 74th Avenue South

Eagle Valley Sixth Addition



Eagle Valley Sixth Addition





EAGLE VALLEY SIXTH ADDITION

TO THE CITY OF FARGO, CASS COUNTY, NORTH DAKOTA,
A REPLAT OF LOT 1, BLOCK 1, EAGLE VALLEY FIFTH ADDITION
TO THE CITY OF FARGO, NORTH DAKOTA
(A MINOR SUBDIVISION)

CURVE TABLE

CURVE #	LENGTH	DELTA	CHORD	CHORD BEARING	CHORD LENGTH
C1	82.78'	178.60°	287.14'	S17°20'12"E	81.72'
C2	49.08'	12.80°	27.59'	N17°20'12"E	41.35'
C3	32.22'	178.60°	117.95'	S89°10'35"E	37.16'
C4	42.37'	178.60°	137.25'	S21°10'35"E	42.37'
C5	13.17'	178.60°	47.28'	S21°10'35"E	13.17'
C6	21.07'	82.00°	137.25'	N27°20'12"E	21.07'
C7	21.39'	82.00°	137.25'	N27°20'12"E	21.39'

LEGEND

- MONUMENT IN PLACE
- SET MONUMENT (SEE REBATE CHARGE P.L.S. 480)
- LOT AREA (ACRES FEET)
- EXISTING NEGATIVE ACCESS EASEMENT
- EXISTING POSITIVE ACCESS EASEMENT
- EXISTING EASEMENT LINE
- NEW EASEMENT LINE
- NEW LOT LINE
- NEW BLOCK LINE
- PLAT BOUNDARY
- MAJOR CORNER
- MINOR CORNER
- NEW NEGATIVE ACCESS EASEMENT
- NEW POSITIVE ACCESS EASEMENT
- TO BE MOVED WITH THE RECORDING OF THIS DOCUMENT

- NOTES
- GROUND DISTANCES ARE SHOWN AND ARE IN TERMS OF U.S. SURVEY FEET.
 - UTILITY EASEMENTS ARE, IF WIRE ALONG AND ADJACENT TO ALL STREET RIGHT-OF-WAYS, AS SHOWN UNLESS OTHERWISE NOTED.
 - ACCORDING TO THE FARM PUMP ACT WITH AN EFFECTIVE DATE OF JANUARY 1, 1982, THIS PLAT SHALL WITHIN A 1000' DRAINAGE AREA AND HAVE A WATER FLOOR ELEVATION THAT VARIES FROM 660.5' ON THE NORTHERN END TO 660.0' ON THE SOUTHERN END. CONTROL INFORMATION SHALL BE OBTAINED FROM THE CITY OF FARGO RECORDS DEPARTMENT.
 - RECORDING TOP SURFACE OF THE SOUTHWEST CORNER OF THE INTERSECTION OF 70TH AVENUE S AND 25TH STREET SOUTH ELEVATION = 661.57' (MVDAS)
 - RESERVE ACCESS EASEMENT AS NOTED ON THE PLAT IS AN EASEMENT TO BE MOVED WITH THE RECORDING OF THIS DOCUMENT. THE NEGATIVE ACCESS EASEMENT IS NOT A STRIP OF LAND OR ANY CERTAIN WIDTH, BUT IS A LINE CONTIGUOUS WITH THE BOUNDARY OF THE ADJACENT LOT OR LOTS.

CITY ENGINEER'S APPROVAL

On this _____ day of _____, 20____, before me, _____, a duly qualified and authorized City Engineer of the City of Fargo, North Dakota, 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 the City of Fargo.

FARGO PLANNING COMMISSION APPROVAL

On this _____ day of _____, 20____, before me, _____, a duly qualified and authorized member of the 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 he executed the same on behalf of the Fargo Planning Commission.

FARGO CITY COMMISSIONER APPROVAL

On this _____ day of _____, 20____, before me, _____, a duly qualified and authorized member of the Fargo City Commission, 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 the Fargo City Commission.

NOTARY PUBLIC

On this _____ day of _____, 20____, before me, _____, a duly qualified and authorized Notary Public, 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 the City of Fargo.

NOTARY PUBLIC

On this _____ day of _____, 20____, before me, _____, a duly qualified and authorized Notary Public, 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 the City of Fargo.

NOTARY PUBLIC

On this _____ day of _____, 20____, before me, _____, a duly qualified and authorized Notary Public, 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 the City of Fargo.

NOTARY PUBLIC

On this _____ day of _____, 20____, before me, _____, a duly qualified and authorized Notary Public, 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 the City of Fargo.

Mead Shunt
Professional Surveyors
Phone: 701-565-4450
meads@meadshunt.com
PNO: 565-4450
460000-0118.01
SHEET 1 OF 1

**PLANNING &
 DEVELOPMENT**
 MEMORANDUM

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

TO: Board of City Commissioners

FROM: Mark Williams, Assistant Planning Director 
 Ian McLean, City Attorney

DATE: September 10, 2026

RE: Lease Agreement for parking scooters



Background:

In April 2025, the City kicked off a comprehensive study of parking in downtown which included:

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

On September 26, an Informational Meeting was held for City Commission where findings of the study were presented and direction of the draft Request for Proposals were shared and discussed. The study can be found online at: <https://fargond.gov/live/parking/parking-studies-maps>.

Following an extensive RFP process, the evaluation committee presented the preferred parking operator, PCI Municipal Services which was unanimously approved at the February 17, 2026 City Commission meeting. Introductory meetings and coordination followed with stakeholders to facilitate a transition between the incoming operator and outgoing operator. City Commission approved the Downtown Parking Operator Contract (RFP26022) on April 27, 2026

The new 5-year contract with PCI Municipal Services began June 1, 2026. The previous contract was structured with a lump-sum management fee. PCI's management contract is a cost-plus structure which allows for robust data collection, cohesive operation of services and staff efficiencies allowing for a unified approach to manage the operation costs and revenue at finer detail for future city budget analysis and strategic decision making.

A component of the management structure is to lease the two city-owned motor scooters (GO-4) to PCI Municipal Services for usage exclusively within the downtown parking operation. The lease will allow PCI Municipal Services the ability to license, insure and account for maintenance of the vehicles.

Recommendation: To approve and authorize the Mayor to sign the Lease Agreement for two motor scooters to PCI Municipal Services, LLC.

Next Steps: In the near future, an update of the parking program data, findings and recommendations will be presented to City Commission following the initial six months after transition it was planned to continue the existing parking program to gather and analyze data for potential future parking system modifications with coordination with stakeholders, noting potential future program development may include stakeholder engagement and potential parking permit programs for residents, contractors or service workers.

EQUIPMENT LEASE AGREEMENT

This Equipment Lease Agreement (the "Lease") is entered into as of _____, 2026, by and between the **City of Fargo, North Dakota** ("City"), a North Dakota municipal corporation and **PCI Municipal Services, LLC** ("PCI").

1. Leased Equipment. The City leases to PCI, and PCI accepts, the following City owned equipment (collectively, the "Equipment"):

Asset No.	Year	Make	Model	VIN / Serial No.
44807	2025	Westward Industries	GO-4	2W9M1PM63MW044807
P109	2016	Westward Industries	GO-4	2W9M1PJ47GW044302

2. Purpose and Term. PCI shall use the Equipment solely in connection with its obligations under the Management Agreement between the City and PCI for operation of the City of Fargo Public Parking Facilities (the "Management Agreement"). This Lease begins upon delivery of the Equipment to PCI and continues until the Management Agreement expires or is terminated, unless this Lease is terminated earlier by the City.

3. Rent. Rent for the Equipment is One Dollar (\$1.00) for the term of this Lease, receipt of which is acknowledged.

4. Ownership; Possession. The Equipment remains the sole property of the City. PCI acquires no ownership interest in the Equipment and shall not sell, assign, transfer, encumber, or permit any lien against the Equipment. PCI shall not permit the Equipment to be used for any purpose other than the performance of the Management Agreement.

5. Maintenance and Operating Costs. PCI is responsible for the maintenance and upkeep of the Equipment. Expenses associated with maintenance and upkeep shall constitute operating expenses to the extent provided in the Management Agreement.

6. Insurance and Risk of Loss. PCI shall arrange for and maintain insurance coverage for the Equipment during the term of this Lease within the limits of liability approved by the City. The City shall be named as an additional insured. Insurance premiums shall constitute operating expenses to the extent provided in the Management Agreement. PCI is responsible for loss of or damage to the Equipment while it is in PCI's possession, ordinary wear and tear excepted.

7. Return of Equipment. Upon expiration or termination of the Management Agreement, termination of this Lease, or earlier demand by the City, PCI shall promptly return the Equipment to the City in substantially the same condition as when delivered, ordinary wear and tear excepted.

8. Entire Lease; Amendments. This Lease contains the parties' agreement concerning the lease of the Equipment and may be amended only by a written instrument signed by both parties.

IN WITNESS WHEREOF, the parties have executed this Lease as of the date first written above.

CITY OF FARGO, NORTH DAKOTA

PCI MUNICIPAL SERVICES

By: _____
Joshua A. Boschee, Mayor

By: _____
Brian Kern, President

ATTEST:

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



**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

September 9, 2026

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

27

RE: 2026 Motor Grader Contract (RFP26274)

Commissioners:

On August 28, 2026, two proposals were received and reviewed for the 2026 Rental Motor Grader Contract. Only one proposal is compliant.

The results are as follows:

<u>Vendor</u>	<u>Cost for one term</u>
RDO Equipment.	\$90,000.00

The review committee, consisting of Ben Dow and Tom HallGanje, evaluated two proposals and based on the compliant proposal, our recommendation is to award RDO Equipment the 2026 Motor Grader Contract. Upon satisfactory completion of the initial one-year contract, the City of Fargo reserves the right to execute the option of renewal for a successive period of two additional years. Funding for this project is included in the 2026 Street Department budget.

Our recommendation is to award the Motor Grader Contract to RDO Equipment, with the option to extend the initial contract for an additional two years upon satisfactory completion of the initial term.

SUGGESTED MOTION:

Approve the 2026 Rental Motor Grader Contract for the total rental price of \$90,000.00 with the option to extend the contract for an additional two years.

Respectfully Submitted,

Tom HallGanje
Fleet Purchasing Manager

City of Fargo- 2026 Rental Motor Graders and Wings
RFP26274
9/8/2026

	RDO Equipment	Butler Machinery
Make	John Deere	Caterpillar
Model	672P/772P	150
Monthly Rental Rate (Per Machine)	\$9,000.00	\$8,500.00
Five Month Rental Rate (Two Machines)	\$90,000.00	NA
Compliant	Yes	NO



**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

September 8, 2026

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

28

RE: 2026 Rental Wheel Loaders (RFP26275)

Commissioners:

On August 28, 2026, three proposals were reviewed for the 2026 Rental Wheel Loader Contract. Proposals were received from the following vendors:

<u>Vendor</u>	<u>Cost</u>
Transource Truck & Equipment	\$39,950.00
General equipment & Supply	\$40,000.00
RDO Equipment	\$60,000.00

The review committee, consisting of Ben Dow and Tom HallGanje, evaluated the proposals and determined that all three were compliant. Based on the low bid proposal, our recommendation is to award Transource Truck & Equipment the 2026 Rental Loader Contract. Upon satisfactory completion of the initial one-year contract, the City of Fargo reserves the right to execute the option of renewal for a successive period of two additional years.

Our recommendation is to award the Rental Loader Contract to Transource Truck & Equipment, with the option to extend the initial contract for an additional two years upon satisfactory completion of the initial term. Funding for this project is included in the 2026 Street Department budget.

SUGGESTED MOTION:

Approve the proposal from Transource Truck & Equipment for the Rental Loader Contract for the total rental price of \$39,995.00.

Respectfully Submitted,

Tom HallGanje
Fleet Purchasing Manager

City of Fargo - 2026 Rental Wheel Loaders
RFP26275
8/31/2026

	Transource Truck & Equipment	General Equipment & Supplies	RDO Equipment
Make	Volvo	Komatsu	John Deere
Model	L70H	WA 320-8	544
Monthly Rental Price (Per Machine)	\$3,995.00	\$4,000.00	\$6,000.00
Five month Rental Price (Two Loaders)	\$39,950.00	\$40,000.00	\$60,000.00



PUBLIC WORKS/OPERATIONS

29

Fleet Management, Forestry,
Streets & Sewers, Watermeters,
Watermains & Hydrants
402 23rd STREET NORTH
FARGO, NORTH DAKOTA 58102
PHONE: (701) 241-1453
FAX: (701) 241-8100

September 4, 2026

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

RE: Fuel Purchase for 1st and 2nd Quarters of 2027 (RFP27002)

Commissioners:

The Fuel Procurement Committee, comprised of the Public Works Director of Operations, the Fleet Services Manager and Transit Fleet Manager, monitors the City of Fargo's current and projected fuel use and the fuel market to determine when conditions are favorable to lock in fuel prices for 80% of the city's projected fuel uses.

On September 4, 2026, the Fuel Procurement Committee received bids for 288,000 gallons of #2 Diesel and 160,000 Gallons of Unleaded Gasoline. The award was made to Northdale Oil, Inc with a submitted low bid of \$1,479,280.00 without tax.

Attached for your review is the Bid Tab from Sept 4, 2026 and the Fuel Contract.

RECOMMENDED MOTION: I/we hereby move to authorize and execute the Forward Fuel Contract (RFP27002) for the 1st and 2nd Quarters of 2027.

Respectfully Submitted,

A handwritten signature in dark ink, appearing to read "Allan Erickson".

Allan Erickson
Fleet Services Manager

2027 1st/2nd Quarter BID TAB

Northdale		\$1,582,320.00	
HTP		\$1,635,080.00	
Parkland / Farstad		\$1,655,198.40	
V4		\$103,040.00	
Bid #1	Northdale		
		Without Tax	Without Tax
<u>1st Quarter</u>			
#2 Diesel Fuel	144,000	\$3.6700	\$ 528,480.0000
No-Lead Ethonal 89 Octane	80,000	\$2.6450	\$ 211,600.0000
<u>2nd Quarter</u>			
#2 Diesel Fuel	144,000	\$3.6350	\$ 523,440.0000
No-Lead Ethonal 89 Octane	80,000	\$2.6970	\$ 215,760.0000
		Avg \$/Gal	
Total Gallons #2	288,000	\$3.6525	\$1,051,920.0000
Total Gallons No-Lead	160,000	\$2.6710	\$427,360.0000
			\$ 1,479,280.00
Bid #2	HTP		
		Without Tax	Without Tax
<u>1st Quarter</u>			
#2 Diesel Fuel	144,000	\$3.7900	\$ 545,760.0000
No-Lead Ethonal 89 Octane	80,000	\$2.7975	\$ 223,800.0000
<u>2nd Quarter</u>			
#2 Diesel Fuel	144,000	\$3.7075	\$ 533,880.0000
No-Lead Ethonal 89 Octane	80,000	\$2.8575	\$ 228,600.0000
		Avg \$/Gal	
Total Gallons #2	288,000	\$3.7488	\$1,079,640.0000
Total Gallons No-Lead	160,000	\$2.8275	\$452,400.0000
			\$ 1,532,040.00
Bid #3	Parkland / Farstad		
		Without Tax	Without Tax
<u>1st Quarter</u>			
#2 Diesel Fuel	144,000	\$3.7696	\$ 542,822.4000
No-Lead Ethonal 89 Octane	80,000	\$2.9440	\$ 235,520.0000
<u>2nd Quarter</u>			
#2 Diesel Fuel	144,000	\$3.7465	\$ 539,496.0000
No-Lead Ethonal 89 Octane	80,000	\$2.9290	\$ 234,320.0000
		Avg \$/Gal	
Total Gallons #2	288,000	\$3.7581	\$1,082,318.4000
Total Gallons No-Lead	160,000	\$2.9365	\$469,840.0000
			\$ 1,552,158.40
Bid #4	V4		

City of Fargo Fuel Bid for 1st and 2nd Quarter of 2027
Due by 9:00 AM Central Time, Aug 5, 2026
Please list below your prices on a quarterly basis.

\$ Per Gallon will **INCLUDE**

Any local freight/delivery charges.

The Federal LUST (Leaking Underground Storage Tank) fee. (One tenth of one cent per gallon)

North Dakota State Inspection fee. (One-fortieth of one cent per gallon)

Federal Oil Spill Recovery Fee

<u>1st Quarter (Jan 1 – Mar 31)</u>	<u>Gallons</u>	<u>Cost/Gallon</u>
#2 Diesel Fuel	144,000	<u>3.67</u>
No-Lead Ethanol 87 Octane	80,000	<u>2.645</u>
 <u>2nd Quarter (Apr 1 – June 30)</u>		
#2 Diesel Fuel	144,000	<u>3.635</u>
No-Lead Ethanol 87 Octane	80,000	<u>2.697</u>
 Total Gallons #2	288,000	<u>\$1,051,920</u>
Total Gallons No-Lead	<u>160,000</u>	<u>\$ 427,360</u>
	448,000	
TOTAL		<u>\$1,479,280</u>
Demurrage Charge per hour <u>after</u> the first hour		<u>\$55</u>

Vendor:

Northdake Oil

Signature:

[Signature]

Title:

Procurement Manager

Date:

9/4/26

Time:

8:50

Buyer:

Allen Erickson 9/4/26 9:36^A
Fleet manager

Definitions:

The terms City of Fargo, City, Buyer and Grantee are synonymous and mean the City of Fargo

The terms "Bidder, Contractor, Offerer, Proposer, Contractor, Firm, Company" are synonymous and mean the offerer or Contractor.

Efficiency Payments:

In the event Buyer does not take delivery of the contracted quantity for the delivery period, Contractor can sell the volume not lifted in the open market the last 2 days of the quarter contract or the first 5 days of the following quarter contract.

If the open market price is less than the fixed forward pricing above, the Buyer will pay Contractor the amount equal to the volume not lifted times the difference between the open market price and the fixed forward price.

If the open market price is more than the fixed forward pricing above, the Contractor will pay Buyer the amount equal to the volume not lifted times the difference between the open market price and the fixed forward price.

Delivery of Fuel

Delivery of fuel will be to all City of Fargo's three (3) fueling sites located at:

402 23rd Street North	Public Works (3 Underground tanks)
650 23rd Street North	Metro Transit Garage (2 underground tanks)
4501 7th Avenue North	Landfill (1 above ground tank)

Delivery of fuel to the fueling site at Public Works will require a vent hose to be connected between tanker and tank.

Additional Products and Fuel Additives

The Buyer uses various mixtures of fuel depending on the time of year. For winter use, diesel is a blend of #1 and #2 with a cold weather additive. Bio diesel may also be used during the summer months. Additional products purchased outside of the contracted amount will be current rack price at the time of purchase. Splash blending for products like bio-diesel will be acceptable.

Failure to Perform:

If, during any month of the delivery period, Contractor fails to deliver the contracted volume, and such failure is not excused as provided herein, and the Replacement Price (cost incurred by Buyer to secure the contracted for volume) is greater than the Contract

Price, then Contractor shall be liable for and shall pay Buyer the amount equal to the volume not delivered times the difference between the Replacement Price and the Contract Price.

Excused Performance:

Except with regard to a Party's obligation to make payments due under this Contract, in the event either Buyer or Contractor is rendered unable, wholly or in part, by unforeseeable causes to carry out its obligations, then upon notification by telephone with a subsequent written notice setting forth the specifics within a reasonable time, but not in excess of six (6) days after the commencement of the failure to perform due to unforeseeable causes, the obligations of the Party giving such notice, insofar as they are affected by such causes, from its inception, shall be excused during the entire period of any inability so caused but for no longer period.

Excused performance, as employed in this Contract will mean any event that prevents delivery or receipt of Product, including acts of God, strikes, lockouts, or industrial disputes or disturbances, civil disturbances, interruptions by government or court orders, necessity for compliance with any court order, law, statute, ordinance, or regulation promulgated by a governmental authority having jurisdiction, acts of the public enemy, events affecting facilities or services of non-affiliated third parties, or any other cause of like kind not reasonably within the control of the non-performing Party and which by the exercise of due diligence such Party could not have prevented or is unable to overcome.

Contractor Warrants:

Contractor warrants that all royalties, taxes and other sums due on production and transportation of the Fuel to the Delivery Point(s) are paid, and that it will have the right to convey and will transfer good and merchantable title to all Fuel sold hereunder and delivered by it to Buyer, free and clear of any and all liens, encumbrances and claims. All Fuel delivered will meet the ASTM standard for that product.

Contractor shall pay all taxes lawfully levied on Contractor applicable to the Fuel delivered to Buyer. Buyer shall pay all taxes lawfully levied on Buyer after delivery to Buyer. If Buyer is exempt from any taxes, Buyer shall furnish Contractor with proper documentation.

If in the event of a product shortage at the local pipeline and a tanker must be sent to another pipeline outside of the metro area, the additional freight charge must be agreed upon between buyer and Contractor at the time of order.

Notices:

All billings, payments, statements, notices and communications made pursuant to this Contract shall be made as follows:

Contractor:

Buyer:

Northdale Oil, Inc.	City of Fargo
203 14 th St NE	225 4 th St N
East Grand Forks, MN 56721	Fargo, ND 58102

Transfer or Assignment:

This Contract shall be binding upon and inure to the benefit of the successors, assigns, personal representatives, and heirs of the respective Parties hereto, and the covenants, conditions, rights and obligations of this Contract shall run for the full term of this Contract. No assignment of this contract, in whole or in part, will be made without the prior written consent of the non-assigning party, which consent will not be unreasonably withhold or delayed provided, Upon any transfer and assumption, the transferor shall not be relieved of or discharged from any obligations hereunder unless such assumption is made in the transfer/assumption agreement.

Severability:

If any term, provision, covenant, or condition of this Contract or the application thereof, to any party or circumstance, shall be held to be invalid or unenforceable (in whole or in part) for any reason, the remaining terms, provisions, covenants, and conditions hereof shall continue in full force and effect as if this Contract had been executed with the invalid or unenforceable portion eliminated.

Applicable Law:

The Contract shall be governed in accordance with the laws of the State of North Dakota.

Consequential and Incidental Damages:

In no event will either party be liable under this Contract, whether in contract, tort (including negligence and strict liability) or otherwise, for incidental, consequential, special or punitive damages.

Applicable Federal Clauses

Only to the extent any of the following sections are applicable to a contract of the nature herein contemplated, the following shall apply:

No Government Obligation to Third Parties:

The Buyer and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to the Buyer, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

Program Fraud & False or Fraudulent Statements & Related Acts:

The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. 3801 et seq. and U.S. DOT regulations, Program Fraud Civil Remedies, 49 C.F.R. Part 31, apply to its actions pertaining to this Project. Upon execution of the underlying contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or cause to be made, pertaining to the underlying contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.

The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. chapter 53, the Government reserves the right to impose the penalties of 18 U.S.C. 1001 and 49 U.S.C. § 5323(1) on the Contractor, to the extent the Federal Government deems appropriate.

The Contractor agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

Access to Records and Reports:

Record Retention. The Contractor will retain, and will require its subcontractors of all tiers to retain, complete and readily accessible records related in whole or in part to the

contract, including, but not limited to, data, documents, reports, statistics, sub-agreements, leases, subcontracts, arrangements, other third party agreements of any type, and supporting materials related to those records.

Retention Period. The Contractor agrees to comply with the record retention requirements in accordance with 2 C.F.R. § 200.333. The Contractor shall maintain all books, records, accounts and reports required under this Contract for a

period of at not less than three (3) years after the date of termination or expiration of this Contract, except in the event of litigation or settlement of claims arising from the performance of this Contract, in which case records shall be maintained until the disposition of all such litigation, appeals, claims or exceptions related thereto.

Access to Records. The Contractor agrees to provide sufficient access to FTA and its contractors to inspect and audit records and information related to performance of this contract as reasonably may be required.

Access to the Sites of Performance. The Contractor agrees to permit FTA and its contractors access to the sites of performance under this contract as reasonably may be required.

Federal Changes:

Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement between Buyer and FTA, and they may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this contract.

Civil Rights and Equal Opportunity:

The City of Fargo is an Equal Opportunity Employer. As such, the City of Fargo agrees to comply with all applicable Federal civil rights laws and implementing regulations.

Apart from inconsistent requirements imposed by Federal laws or regulations, the City of Fargo agrees to comply with the requirements of 49 U.S.C. § 5323(h) (3) by not using any Federal assistance awarded by FTA to support procurements using exclusionary or discriminatory specifications.

Under this Agreement, the Contractor shall at all times comply with the following requirements and shall include these requirements in each subcontract entered into as part thereof.

Nondiscrimination: In accordance with Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, religion, national origin, sex, disability, or age. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

Race, Color, Religion, National Origin, Sex: In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e et seq., and Federal transit laws at 49 U.S.C.

§ 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. chapter 60, and Executive Order No. 11246, "Equal Employment Opportunity in Federal Employment," September 24, 1965, 42 U.S.C. § 2000e note, as amended by any later Executive Order that amends or supersedes it, referenced in 42

U.S.C. § 2000e note. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, national origin, or sex (including sexual orientation and gender identity). Such action shall include, but not be limited to, the following: employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

Age: In accordance with the Age Discrimination in Employment Act, 29 U.S.C. §§ 621- 634, U.S. Equal Employment Opportunity Commission (U.S. EEOC) regulations, "Age Discrimination in Employment Act," 29 C.F.R. part 1625, the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6101 et seq., U.S. Health and Human Services regulations, "Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance," 45 C.F.R. part 90, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

Disabilities: In accordance with section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. § 12101 et seq., the Architectural Barriers Act of 1968, as amended, 42 U.S.C. § 4151 et seq., and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against individuals on the basis of disability. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

Termination Provisions:

The City reserves the right to terminate this agreement for cause by written notices to the Contractor. Cause for termination will be documented failure(s) of the Contractor to provide services in the quantity and/or quality required by the agreement. Contractor will, within ten (10) days, correct the failure or present the City with a plan to correct the failure. In the event Contractor does not correct failure or complete its plan to correct failure, then the City may terminate this agreement by notifying Contractor of date of termination. Said termination shall not diminish the City of Fargo's rights under law or equity.

This Contract may be terminated for cause by either party upon seven (7) days' written notice in the event of substantial failure to perform through no fault of the terminating party.

In the event of any termination, City of Fargo shall pay the agreed rate only for services delivered up to the date of termination. City of Fargo has no obligation to Contractor, of any kind, after the date of termination.

Disadvantaged and Small Business Enterprise:

The contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 C.F.R. part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to:

- a) Withholding monthly progress payments;
- b) Assessing sanctions;
- c) Liquidated damages; and/or
- d) Disqualifying the contractor from future bidding as non-responsible. 49 C.F.R. § 26.13(b).

Further, recipients must establish a contract clause to require prime contractors to pay subcontractors for satisfactory performance of their contracts no later than 30 days from receipt of each payment the recipient makes to the prime contractor. 49 C.F.R. § 26.29(a). Finally, for contracts with defined DBE contract goals, each FTA recipient must include in each prime contract a provision stating that the contractor shall utilize the specific DBEs listed unless the contractor obtains the recipient's written consent; and that, unless the recipient's consent is provided, the contractor shall not be entitled to any payment for work or material unless it is performed or supplied by the listed DBE. 49 C.F.R. § 26.53(f) (1).

In connection with the performance of this service, the Contractor will cooperate with the City of Fargo in the utilization of disadvantaged business enterprises including women- owned business enterprises for the duration of the contract and will use its best efforts to insure that disadvantaged business enterprises have the maximum practicable opportunity to compete for subcontract work. In order to insure that a fair proportion of the purchases of supplies and services is placed with disadvantaged business enterprises, the Contractor agrees to take affirmative action to identify disadvantaged business firms, solicit bids or quotations from them for supplies and services related to this proposal.

The Contractor agrees to meet any goals established by City of Fargo for purchases pertaining to this Contract to the best of the Contractor's ability and will provide the City of Fargo with the necessary certification and records for reporting purposes. When the majority of the contract is labor, which is not a contracting opportunity, DBE goals will not be set but Contractors are encouraged to use DBE businesses.

The Contractor will be required to report its DBE participation obtained through race- neutral means throughout the period of performance.

The Contractor must promptly notify the City of Fargo whenever a DBE subcontractor performing work related to this contract is terminated or fails to complete its work, and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. The contractor may not terminate any DBE subcontractor and perform that work through its own forces or those of an affiliate without prior written consent of the City of Fargo.

Fostering Small Business Participation. The City of Fargo has established a small business element to its DBE program, pursuant to 49 CFR 26.39. This program aims to provide opportunities and foster small business enterprises (SBE)/participation in contracting with the City of Fargo. This program is race- and gender- neutral, however SBEs can also count towards DBE goals.

Incorporation of FTA Terms:

The preceding provision includes, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1 (as amended), are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any City of Fargo requests which would cause City of Fargo to be in violation of the FTA terms and conditions.

Debarment, Suspension, Ineligibility and Voluntary Exclusion:

The Contractor shall comply and facilitate compliance with U.S. DOT regulations, "Nonprocurement Suspension and Debarment," 2 C.F.R. part 1200, which adopts and supplements the U.S. Office of Management and Budget (U.S. OMB) "Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," 2 C.F.R. part 180. These provisions apply to each contract at any tier of \$25,000 or more, and to each contract at any tier for a federally required audit (irrespective of the contract amount), and to each contract at any tier that must be approved by an FTA official irrespective of the contract amount. As such, the Contractor shall verify that its principals, affiliates, and subcontractors are eligible to participate in this federally funded contract and are not presently declared by any Federal department or agency to be:

- a) Debarred from participation in any federally assisted Award;
- b) Suspended from participation in any federally assisted Award;
- c) Proposed for debarment from participation in any federally assisted Award;
- d) Declared ineligible to participate in any federally assisted Award;
- e) Voluntarily excluded from participation in any federally assisted Award; or
- f) Disqualified from participation in any federally assisted Award.

By signing and submitting its bid or proposal, the bidder or proposer certifies as follows: The certification in this clause is a material representation of fact relied upon by the AGENCY. If it is later determined by the AGENCY that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to the AGENCY, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. part 180, subpart C, as supplemented by 2 C.F.R. part 1200, while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

Breach of Contract and Dispute Resolution:

Disputes: Disputes arising in the performance of this Contract which are not resolved by agreement of the parties shall be decided in writing by the authorized representative of the City, the City Administrator. This decision shall be final and conclusive unless within ten (10) calendar days from the date of receipt of its copy, the Contractor mails or otherwise furnishes a written appeal to the Fargo City Commission, 225 4th St N, Fargo, ND 58102. A hearing will be scheduled with the Fargo City Commission at the next regularly scheduled meeting. In connection with any such appeal, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its position at said hearing. The decision of the Fargo City Commission shall be binding upon the Contractor and the Contractor shall abide by the decision.

Performance During Dispute: Unless otherwise directed by the City, Contractor shall continue performance under this Contract while matters in dispute are being resolved.

Claims of Damages: Should either party to the Contract suffer injury or damage to person or property because of any act or omission of the party or of any of his employees, agents or others for whose acts he is legally liable, a claim for damages therefore shall be made in writing to such other party within a reasonable time after the first observance of such injury of damage.

Remedies: Unless this contract provides otherwise, all claims, counterclaims, disputes and other matters in question between the City and the Contractor arising out of or relating to this agreement or its breach will be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within the State of North Dakota.

Rights and Remedies: The duties and obligations imposed by this Agreement/Contract and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by the City or Contractor shall constitute a waiver of any right or duty afforded any of them under the Contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

Lobbying Restrictions:

The Proposer certifies that: No Federal appropriated funds have been paid or will be paid, by or on behalf of the Proposer, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form -LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including sub-contracts, sub-grants, and contracts under grants, loans, and cooperative agreement) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31,

U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure

Clean Air and Federal Water Pollution Control Act:

The Contractor agrees:

It will not use any violating facilities;

It will report the use of facilities placed on or likely to be placed on the U.S. EPA "List of Violating Facilities;"

It will report violations of use of prohibited facilities to FTA; and

It will comply with the inspection and other requirements of the Clean Air Act, as amended, (42 U.S.C. §§ 7401 – 7671q); and the Federal Water Pollution Control Act as amended, (33 U.S.C. §§ 1251-1387).

Contract Work Hours & Safety Standards Act:

The Contractor shall comply with all federal laws, regulations, and requirements providing wage and hour protections for non-construction employees, in accordance with 40 U.S.C. § 3702, Contract Work Hours and Safety Standards Act, and other relevant parts of that Act, 40 U.S.C. § 3701 et seq., and U.S. DOL regulations, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction (also Labor Standards Provisions Applicable to Non-construction Contracts Subject to the Contract Work Hours and Safety Standards Act)," 29 C.F.R. part 5.

The Contractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three (3) years from the completion of the contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid.

Such records maintained under this paragraph shall be made available by the Contractor for inspection, copying, or transcription by authorized representatives of the FTA and the Department of Labor, and the Contractor will permit such representatives to interview employees during working hours on the job.

The contractor shall require the inclusion of the language of this clause within subcontracts of all tiers.

Substance Abuse Requirements: Drug and Alcohol Testing:

The Contractor agrees to establish and implement a drug and alcohol testing program that complies with 49 C.F.R. part 655, produce any documentation necessary to establish its compliance with part 655, and permit any authorized representative of the United States Department of Transportation or its operating administrations, the State Oversight Agency of North Dakota or the City of Fargo, to inspect the facilities and records associated with the implementation of the drug and alcohol testing program as required under 49 C.F.R. part 655 and review the testing process. The Contractor agrees further to certify annually its compliance with part 655 before the start of the contract period and to submit the Management Information System (MIS) reports before the start of the contract to the City of Fargo Fleet Manager. To certify compliance, the Contractor shall use the "Substance Abuse Certifications" in the "Annual List of Certifications and Assurances for Federal Transit Administration Grants and Cooperative Agreements," which is published annually in the Federal Register.

Energy Conservation:

Contractor shall recognize mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 USC Section 6321 et seq).

Safe Operation of Motor Vehicles:

Seat Belt Use: The Contractor is encouraged to adopt and promote on-the-job seat belt use policies and programs for its employees and other personnel that operate company- owned vehicles, company-rented vehicles, or personally operated vehicles. The terms "company-owned" and "company-leased" refer to vehicles owned or leased either by the Contractor or AGENCY.

Distracted Driving: The Contractor agrees to adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers, including policies to ban text messaging while using an electronic device supplied by an employer, and driving a vehicle the driver owns or rents, a vehicle Contractor owns, leases, or rents, or a privately-owned vehicle when on official business in connection with the work performed under this agreement.

Entire Agreement:

THE TERMS CONTAINED IN THIS CONTRACT CONSTITUTE THE ENTIRE CONTRACT OF THE PARTIES, AND THERE ARE NO CONTRACTS, UNDERSTANDINGS, OBLIGATIONS, PROMISES, ASSURANCES OR CONDITIONS, PRECEDENT OR OTHERWISE, EXCEPT THOSE EXPRESSLY SET OUT HEREIN.

DESTINATION IS CITY OF FARGO FUELING STATIONS

Dated this 8 day of September 2026.

CONTRACTOR

By: 

It: Northdale Oil

BUYER

Josh Boschee, Mayor

(Both Parties are Signatories)

30

September 14, 2026

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

Dear Commissioners:

Attached is an amendment to the Minnesota State University Moorhead (MSUM) and City of Fargo Transit U-Pass Fee Agreement. This amendment extends the existing agreement through January 10, 2027 (the 2026 fall academic semester) and increases the cost of the contract accordingly. The U-Pass Program is subsidized by MSUM through the attached agreement. Current MSUM students ride MATBUS fixed routes for free through this program.

Recommended motion: Approve the attached U-Pass amendment.

Sincerely,



Cole Swingen
Assistant Transit Director
City of Fargo



SERVICES CONTRACT

AMENDMENT NO. 1

This amendment is between the State of Minnesota, acting through its Board of Trustees of the Minnesota State Colleges and Universities, on behalf of Minnesota State University Moorhead ("Minnesota State"), and the City of Fargo, a North Dakota municipal corporation 225 4th Ave. N. Fargo, ND 58102 ("Contractor").

WHEREAS, Minnesota State and Contractor have entered into a Professional/Technical Services Contract and any addenda, exhibits, or amendments thereto (the "Original Contract"), identified below:

Original Contract	
Contractor's Full Legal Name:	City of Fargo
Contract Title:	Service Contract
Effective Date of Original Contract:	August 19, 2025

WHEREAS, the parties wish to amend the Original Contract as stated below:

NOW THEREFORE, the parties do hereby agree as follows:

- AMENDED CONTRACT TERM.** The parties hereby agree that the Original Contract's Paragraph 1, Term of Contract shall be modified as follows:

Amended Contract Term	
Effective Date of Original Contract:	August 19, 2025
End Date of Original Contract:	August 18, 2026
End Date(s) of Previous Amendments, if applicable:	NA
Effective Date of this Amendment:	August 19, 2026, or upon the date the final required signature is obtained by Minnesota State, whichever occurs later
End Date of Amended Contract Term:	January 10, 2027

This Amendment shall be effective on the beginning date listed above or upon the date the final required signature is obtained by Minnesota State, whichever occurs later.

- AMENDED PAYMENT TERMS.** Original Contract's Paragraph 3, Consideration and Terms of Payment, is hereby amended as follows:

- ☒ For the additional services as outlined in this Amendment, Minnesota State shall pay Contractor an additional amount as follows:
- ☐ For any deleted or otherwise altered terms requiring reduced payments, Minnesota State shall pay the Contractor reduced amounts as follows:

AMENDED COST	
Original Contract Amount:	\$39,438.82
Previous Amendment Amount(s), if any:	\$0.00
This Amendment Amount:	\$14,165.19
Cumulative Contract Amount:	NOT TO EXCEED: \$53,604.01

3. **ENTIRE AGREEMENT.** Except as expressly amended above, the terms and conditions of the Original Contract and all previous amendments consistent with this Amendment remain in full force and effect. This Amendment and the Original Contract (including any previous written amendments thereto), collectively, are the complete agreement of the parties and supersede any prior agreements or representations, whether oral or written, with respect thereto.

This Amendment shall be effective on the effective date listed above or upon the date the final required signature is obtained by Minnesota State, whichever occurs later.

The Original Contract and any amendments will not exceed beyond five (5) years of the Effective Date of the Original Contract and shall otherwise remain in effect until the End Date listed above or until all obligations set forth in the Original Contract and any amendments have been satisfactorily fulfilled, whichever occurs first.

The remainder of this page intentionally left blank. Signature page to follow.

IN WITNESS WHEREOF, the parties have caused this contract to be duly executed intending to be bound thereby.

APPROVED:

1. CONTRACTOR:

Contractor certifies that the appropriate person(s) have executed this Amendment on behalf of Contractor as required by applicable articles, by-laws, resolutions, or ordinances.

By (authorized signature and printed name)
Title
Date

2. VERIFIED AS TO ENCUMBRANCE:

Employee certifies that funds have been encumbered as required by Minnesota Statutes §16A.15.

By (authorized signature and printed name)
Title
Date

3. MINNESOTA STATE COLLEGES AND UNIVERSITIES

Minnesota State University Moorhead

By (authorized signature and printed name)
Title
Date

4. AS TO FORM AND EXECUTION:

By (authorized signature and printed name)
Title
Date



MINNESOTA STATE

Contract Number MSUM-2026-057875

**STATE OF MINNESOTA
MINNESOTA STATE COLLEGES AND UNIVERSITIES
*MINNESOTA STATE UNIVERSITY MOORHEAD***

SERVICES CONTRACT

THIS CONTRACT, and amendments and supplements thereto, is between the State of Minnesota, acting through its Board of Trustees of the Minnesota State Colleges and Universities, on behalf of Minnesota State University Moorhead (hereinafter MINNESOTA STATE), and the City of Fargo, a North Dakota municipal corporation 225 4th Ave. N. Fargo, ND 58102 (hereinafter CONTRACTOR).

WHEREAS, MINNESOTA STATE, pursuant to Minnesota Statutes Chapter 136F, is empowered to procure from time to time certain services, and

WHEREAS, MINNESOTA STATE is in need of services that are not related to building or facilities construction, repair, maintenance or remodeling, and

WHEREAS, the CONTRACTOR represents it is duly qualified and willing to perform the services set forth in this contract, and

NOW, THEREFORE, it is agreed:

1. **TERM OF CONTRACT.** This contract shall be effective on August 19, 2025, or upon the date the final required signature is obtained by MINNESOTA STATE, whichever occurs later, and shall remain in effect until August 18, 2026, or until all obligations set forth in this contract have been satisfactorily fulfilled, whichever occurs first. The CONTRACTOR understands that no work should begin under this contract until all required signatures have been obtained and the CONTRACTOR is notified to begin work by MINNESOTA STATE's authorized representative.
2. **CONTRACTOR'S DUTIES.**
 - a. The CONTRACTOR will:

Provide free rides to all enrolled Minnesota State University Moorhead (MSUM) students regardless of full or part-time status, class standing, or location of residence on the Fargo-Moorhead Metro Area Transit fixed route transit system. This service is referred to as the "U-Pass Program," or simply as "U-Pass." MSUM students must swipe their 2025-2026 academic year MSUM identification cards (Dragon ID Card) at the time of boarding.
 - b. MINNESOTA STATE will:

Review enrollment after the 30th class day of each semester to ensure only currently enrolled students are being allowed free bus access and those no longer enrolled are being blocked from free bus access.

3. **CONSIDERATION AND TERMS OF PAYMENT.**

- a. **Consideration** for all services performed and goods or materials supplied by the CONTRACTOR pursuant to this contract shall be paid by MINNESOTA STATE as follows:

- i. **Compensation** of Thirty-Nine Thousand Four Hundred Thirty-Eight and 82/100 Dollars (\$39,438.82).
- ii. The **total obligation** of MINNESOTA STATE for all compensation and reimbursement to the CONTRACTOR shall not exceed Thirty-Nine Thousand Four Hundred Thirty-Eight and 82/100 Dollars (\$39,438.82).

b. **Terms of Payment.**

- i. Payment shall be made by MINNESOTA STATE promptly after the CONTRACTOR'S presentation of invoices for services performed and acceptance of such services by MINNESOTA STATE's authorized representative. All services provided by the CONTRACTOR pursuant to this contract shall be performed to the satisfaction of MINNESOTA STATE, as determined at the sole discretion of its authorized representative, and in accordance with all applicable federal, state and local laws, ordinances, rules and regulations. The CONTRACTOR shall not receive payment for work found by MINNESOTA STATE to be unsatisfactory or performed in violation of any applicable federal, state or local law, ordinance, rule or regulation. Invoices shall be presented by CONTRACTOR according to the following schedule:
 1. **Retainage.** No more than 90% of the amount due will be paid by MINNESOTA STATE until all the services in this contract have been reviewed by MINNESOTA STATE's authorized representative. The balance due will be paid when MINNESOTA STATE's authorized representative determines that CONTRACTOR has satisfactorily fulfilled all the terms of this contract.
- ii. **Nonresident Aliens.** Pursuant to 26 U.S.C. §1441, MINNESOTA STATE is required to withhold certain federal income taxes on the gross compensation paid to nonresident aliens, as defined by Internal Revenue Code §7701(b). MINNESOTA STATE will withhold all required taxes unless and until CONTRACTOR submits documentation required by the Internal Revenue Service indicating that CONTRACTOR is a resident of a country with tax treaty benefits. MINNESOTA STATE makes no representations regarding whether or to what extent tax treaty benefits are available to CONTRACTOR. To the extent that MINNESOTA STATE does not withhold these taxes for any reason, CONTRACTOR agrees to indemnify and hold MINNESOTA STATE harmless for any taxes owed and any interest or penalties assessed.

4. **AUTHORIZED REPRESENTATIVES.** All official notifications, including but not limited to, cancellation of this contract must be sent to the other party's authorized representative.

- a. MINNESOTA STATE's authorized representative for the purpose of administration of this contract is:

Name: Georges Tippens, VP of Finance & Administration, or their successor
Address: MSUM, 1104 7th Avenue South, Moorhead, MN 56563
Telephone: 218-477-3304

E-Mail: georges.tippens@mnstate.edu

Such representative shall have final authority for acceptance of the CONTRACTOR'S services and, if such services are accepted as satisfactory, shall so certify on each invoice presented pursuant to Clause III, paragraph B.

- b. The CONTRACTOR'S authorized representative for the purpose of administration of this contract is:

Name: Julie Bommelman, Transit Director
Address: Metro Transit Garage, 650 23rd Street North, Fargo, ND 58102
Telephone: 701-476-6686
E-Mail: jbommelman@fargond.gov
Fax: 701-241-8150

5. **CANCELLATION AND TERMINATION.**

- a. This contract may be canceled by MINNESOTA STATE at any time, with or without cause, upon **thirty (30) days** written notice to the CONTRACTOR. In the event of such a cancellation, the CONTRACTOR shall be entitled to payment, determined on a pro rata basis, for work or services satisfactorily performed.
- b. Termination for Insufficient Funding. MINNESOTA STATE may immediately terminate this contract if it does not obtain funding from the Minnesota Legislature or other funding source, or if funding cannot be continued at a level sufficient to allow for the payment of the services covered here. Termination must be by written or fax notice to the CONTRACTOR within a reasonable time of MINNESOTA STATE receiving notice that sufficient funding is not available. MINNESOTA STATE is not obligated to pay for any services that are provided after notice and effective date of termination. However, the CONTRACTOR will be entitled to payment, determined on a pro rata basis, for work or services satisfactorily performed to the extent that funds are available. MINNESOTA STATE will not be assessed any penalty if the contract is terminated because of the decision of the Minnesota Legislature or other funding source not to appropriate funds.

6. **ASSIGNMENT.** The CONTRACTOR shall neither assign or transfer any rights or obligations under this contract without the prior written consent of MINNESOTA STATE.

7. **LIABILITY.** The CONTRACTOR shall indemnify, save, and hold MINNESOTA STATE, its representatives and employees harmless from any and all claims or causes of action, including all attorney's fees incurred by MINNESOTA STATE, arising from the performance of this contract by the CONTRACTOR or CONTRACTOR'S agents or employees. This clause shall not be construed to bar any legal remedies the CONTRACTOR may have for MINNESOTA STATE's failure to fulfill its obligations pursuant to this contract.

8. **WORKERS' COMPENSATION.** The CONTRACTOR certifies it is in compliance with applicable laws pertaining to workers' compensation insurance coverage. The CONTRACTOR'S employees and agents will not be considered MINNESOTA STATE employees. Any claims that may arise under the Minnesota Workers' Compensation Act on behalf of these employees or agents and any claims made by any third party as a consequence of any act or omission on the part of these employees or agents are in no way MINNESOTA STATE's obligation or responsibility.

9. **DATA DISCLOSURE.**

- a. As a condition of this contract, CONTRACTOR is to provide a federal tax identification number. This information may be used in the enforcement of federal and state tax laws. These numbers will be available to federal and state tax authorities and state personnel involved in approving the contract and the payment of state obligations. Supplying these numbers could result in action to require CONTRACTOR to file state tax returns and pay delinquent state tax liabilities. **This contract will not be approved unless these numbers are provided.**
- b. **Independent Contractors.** Minn. Stat. §256.998 requires MINNESOTA STATE to report the name, address and social security number of independent contractors to the New Hire Reporting Center of the Minnesota Department of Human Services unless this Contract is for less than two months in duration with gross earnings of less than \$250.00 per month. This information may be used by state or local child support enforcement authorities in the enforcement of state and federal child support laws.

10. **INTELLECTUAL PROPERTY.** The CONTRACTOR represents and warrants that any materials, plans, specifications, documents, software or intellectual property of any kind produced or used under this contract (MATERIALS) do not and will not infringe upon any intellectual property rights of another, including, but not limited to, patents, copyrights, trade secrets, trade names, and service marks and names. The CONTRACTOR shall indemnify and defend, to the extent permitted by the Attorney General, MINNESOTA STATE at the CONTRACTOR'S expense from any action or claim brought against MINNESOTA STATE to the extent that it is based on a claim that all or part of the MATERIALS infringe upon the intellectual property rights of another. The CONTRACTOR shall be responsible for payment of any and all such claims, demands, obligations, liabilities, costs and damages, including, but not limited to, reasonable attorney fees arising out of this contract, amendments and supplements thereto, which are attributable to such claims or actions.

If such a claim or action arises, or in the CONTRACTOR'S or MINNESOTA STATE's opinion is likely to arise, the CONTRACTOR shall, at MINNESOTA STATE's discretion, either procure for MINNESOTA STATE the right or license to continue using the MATERIALS at issue or replace or modify the allegedly infringing MATERIALS. This remedy shall be in addition to and shall not be exclusive to other remedies provided by law.

11. **JURISDICTION AND VENUE.** This contract, and amendments and supplements thereto, shall be governed by the laws of the State of Minnesota. Venue for all legal proceedings arising out of this contract, or breach thereof, shall be in the state or federal court with competent jurisdiction in Ramsey County, Minnesota.
12. **AMENDMENTS.** Any amendments to this contract shall be in writing and shall be executed by the same parties who executed the original contract, or their successors in office.
13. **STATE AUDITS.** The books, records, documents, and accounting procedures and practices of the CONTRACTOR relevant to this contract shall be subject to examination by MINNESOTA STATE and the Legislative Auditor for a minimum of six (6) years from the end of the contract.
14. **ANTITRUST.** The CONTRACTOR hereby assigns to the State of Minnesota any and all claims for overcharges as to goods or services provided in connection with this Master Contract and any Work

Order Contract resulting from antitrust violations which arise under the antitrust laws of the United States or the antitrust laws of the State of Minnesota.

15. **SURVIVAL OF TERMS.** The following clauses survive the expiration, cancellation or termination of this contract: 7. Liability; 10. Data Disclosure;; 10. Intellectual Property; 11. Jurisdiction and Venue; and 13. State Audits.

16. **FORCE MAJEURE.** No party to this Contract shall be responsible for any delays or failure to perform any obligation under this Contract due to acts of God, strikes or other disturbances, including, without limitation, war, insurrection, embargoes, governmental restrictions, acts of governments or governmental authorities, and any other cause beyond the control of such party. During an event of force majeure the parties' duty to perform obligations shall be suspended.

17. **INSURANCE.**

a. CONTRACTOR shall submit an ACORD Certificate of Insurance to MINNESOTA STATE's authorized representative prior to execution of the contract.

b. CONTRACTOR shall maintain and furnish satisfactory evidence of the following:

- i. **Workers' Compensation Insurance.** CONTRACTOR must provide workers' compensation insurance for all its employees and, in case any work is subcontracted, CONTRACTOR shall require the subcontractor to provide workers' compensation insurance in accordance with the statutory requirements of the State of North Dakota.
- ii. **Commercial General Liability.** CONTRACTOR shall maintain a comprehensive commercial general liability insurance (CGL) policy protecting it from bodily injury claims and property damage claims which may arise from operations under the contract whether the operations are by CONTRACTOR or by a subcontractor or by anyone directly or indirectly employed under the contract. The minimum insurance amounts will be:

\$2,000,000.00 per occurrence
\$2,000,000.00 annual aggregate applying per project or location
\$2,000,000.00 annual aggregate applying to Products/Completed Operations

In addition, the following coverages shall be included:

Premises and Operations Bodily Injury and Property Damage

Personal Injury and Advertising Injury

Products and Completed Operations Liability

Contractual Liability as provided in Insurance Services Office (ISO) form CG 00 01 04 13 or its equivalent

Pollution Exclusion with standard exception as per Insurance Services Office (ISO)

Commercial General Liability Coverage Form – CG 00 01 04 13 or its equivalent

Independent Contractors (let or sublet work)

Waiver of Subrogation in favor of MINNESOTA STATE

Coverage will not contain any restrictive endorsement(s) excluding or limiting Broad Form Property Damage (BFPD) or Explosion, Collapse, Underground (XCU)

Name the following as Additional Insureds, to the extent permitted by law:

The Board of Trustees of the Minnesota State Colleges and Universities and its officers and members, to include the Project's College or University, the State of Minnesota, officers and employees of the State of Minnesota, the Architect and

its agents as additional named insured, to the extent permitted by law, for claims arising out of the Contractor's negligence or the negligence of those for whom the Contractor is responsible for both ongoing and completed operations.

- iii. **Commercial Automobile Liability.** CONTRACTOR shall maintain insurance protecting it from bodily injury claims and property damage claims resulting from the ownership, operation, maintenance or use of all owned, hired, and non-owned autos which may arise from operations of vehicles under the contract, and in case any work is subcontracted the CONTRACTOR will require the subcontractors to maintain Commercial Automobile Liability insurance. The minimum insurance amounts will be:

\$2,000,000.00 per occurrence Combined Single Limit (CSL) for bodily injury and property damage

In addition, the following coverages should be included:

Owned, Hired, and Non-owned

c. Additional Insurance Conditions:

- CONTRACTOR'S policy(ies) shall be primary insurance to any other valid and collectible insurance available to MINNESOTA STATE with respect to any claim arising out of CONTRACTOR'S performance under this Contract;
- If CONTRACTOR receives a cancellation notice from an insurance carrier affording coverage herein, CONTRACTOR agrees to notify MINNESOTA STATE within five (5) business days with a copy of the cancellation notice unless CONTRACTOR'S policy(ies) contain a provision that coverage afforded under the policy(ies) will not be cancelled without at least thirty (30) days advance written notice to MINNESOTA STATE.
- CONTRACTOR is responsible for payment of Contract related insurance premiums and deductibles;
- CONTRACTOR'S policy(ies) shall include legal defense fees in addition to its liability policy limits;
- The insurance policies will be issued by a company or companies having an "A.M. Best Company" financial strength rating of A- (Excellent) or better and authorized to do business in the State of Minnesota prior to execution of the Contract.
- An Umbrella or Excess Liability insurance policy may be used to supplement the CONTRACTOR'S policy limits to satisfy the full policy limits required by the Contract.

- d. MINNESOTA STATE reserves the right to immediately terminate the contract if CONTRACTOR is not in compliance with the insurance requirements and retains all rights to pursue any legal remedies against CONTRACTOR. All insurance policies must be available for inspection by MINNESOTA STATE and copies of policies must be submitted to MINNESOTA STATE's authorized representative upon written request.

The rest of this page intentionally left blank. Signature page to follow.

IN WITNESS WHEREOF, the parties have caused this contract to be duly executed intending to be bound thereby.

APPROVED:

1. CONTRACTOR:

CONTRACTOR certifies that the appropriate person(s) have executed the contract on behalf of CONTRACTOR as required by applicable articles, by-laws, resolutions, or ordinances.

By (authorized signature and printed name)	<i>Dr. Timothy J. Mahoney</i>
Title	Mayor
Date	11-10-25

2. VERIFIED AS TO ENCUMBRANCE:

Employee certifies that funds have been encumbered as required by Minnesota Statute §16A.15.

By (authorized signature and printed name)	<i>Joel Haugrud</i>
Title	Accounts Payable Accountant
Date	11/19/2025

3. MINNESOTA STATE COLLEGES AND UNIVERSITIES

Minnesota State University Moorhead

By (authorized signature and printed name)	<i>Garrett</i>
Title	VPFA
Date	11/19/2025

4. AS TO FORM AND EXECUTION:

By (authorized signature and printed name)	<i>Christina Lien</i>
Title	Contract Compliance Officer
Date	11/19/2025

REPORT OF ACTION**UTILITY COMMITTEE**

Project: WW1701

Type: Task Order #25 - Apex Engineering Group

Location: Water Reclamation Facility Phase IIB Expansion

Date of Hearing: 9-2-2026

<u>Routing</u>	<u>Date</u>
City Commission	<u>9-14-2026</u>
Project File	<u> </u>

Jim Hausauer Water Reclamation Utility Director, presented the attached memo associated with Apex Engineering Group Task Order #25. The Regional Water Reclamation Facility (WRF) recently completed the Phase IIB Expansion, a major infrastructure project that increased treatment capacity and supports the City's long-term wastewater needs and continued regional growth. The facility now provides treatment capacity for approximately 270,700 people & strengthens the reliability, efficiency, & resiliency of Fargo's regional wastewater system. The Water Reclamation Utility has a placeholder in the 20-year CIP for the Phase II Expansion and the debt service is included in the Revenue Adequacy (RA) Model. The project is funded with a 30 year/2% CWSRF loan, and the debt is programmed to be repaid with rate funds and infrastructure sales tax.

Throughout the Phase IIB construction, WRF staff identified several needs within the existing (old) East Treatment Train, including replacement of aging pumps, valves, gates, hatches, electrical equipment, controls, protective coatings, HVAC systems, and other critical infrastructure. These proposed improvements will further enhance the long-term reliability of the existing treatment facilities while complementing the capacity improvements constructed as part of the Phase IIB Expansion.

Approximately \$3 million dollars remain available within the existing CWSRF loan following completion of the Phase IIB Expansion. These funds provide an opportunity to complete additional improvements using financing that has already been secured, rather than relying on future budgets to address ongoing capital needs. WRF staff intend to maximize the value of the remaining SRF funding by developing a prioritized list of improvements and completing as many projects as practical within the available budget. Apex Engineering will be designing improvements and then prioritizing the work down to the approximately \$3 million in available funding. We anticipate including several bid alternates that can be selected after bidding to maximize use of the available funds. Maintaining a facility of this size requires continual investment to replace aging infrastructure and support safe, reliable operations.

The Task Order includes design, cost estimating, prioritization, preparation, & specifications of the overall bidding documents, and the funding package requirements. The Task Order will be funded with Infrastructure Sales Tax Fund 455 Project WW2600 New Project Fund.

On a motion from Dan Portlock, seconded by Scott Olson, the Utility Committee voted to approve Task Order #25 from the Apex Engineering Group in the amount of \$276,110 for Evaluation, Design, Planning, Specifications and Bidding Services for Project WW1701 (Water Reclamation Facility Phase II Improvements).

Recommended Motion

Concur with the Utility Committee recommendation to approve Task Order #25 from the Apex Engineering Group for Evaluation, Design, Planning, Specifications and Bidding Services for Project WW1701.

COMMITTEE:	Present	Yes	No	Unanimous	X Proxy - X
Chad Peterson, City Commissioner	X	X			
Susan Thompson, Director of Finance					
Brian Ward, Water Plant Superintendent	X	X			
Mark Miller, Water Reclamation Plant Supt.	X	X			
Bruce Grubb, Temp. PT City Administrator	X	X			
Allan Lee, City Forester	X	X			
Scott Olson, Solid Waste Utility Director	X	X			
Jim Hausauer, Water Reclamation Utility Dir.	X	X			
Troy Hall, Water Utility Director	X	X			
Ben Dow, Public Works Operations Director					
Tom Knakmuhs, City Engineer					
Dan Portlock, Water Utility Engineer	X	X			
VACANT, Assistant City Administrator					

ATTEST:



 Jim Hausauer
 Water Reclamation Utility Director

C: Mayor Boschee
 Commissioner Strand
 Commissioner Gullickson
 Commissioner Turnberg

MEMORANDUM

Sept. 2nd 2026

To: Utility Committee
From: Jim Hausauer, Water Reclamation Utility Director *gja*
Re: Task Order #25 – Apex Engineering Group (Evaluation, Design, Plan, Specs & Bidding Services)
Project WW1701 – Phase IIB Expansion

Background- Phase II B Improvements

The Regional Water Reclamation Facility (WRF) recently completed the Phase IIB Expansion, a major infrastructure project that increased treatment capacity and supports the City's long-term wastewater needs and continued regional growth. The facility now provides treatment capacity for approximately 270,700 people & strengthens the reliability, efficiency, & resiliency of Fargo's regional wastewater system.

The Water Reclamation Utility has a placeholder in the 20-year CIP for the Phase II Expansion and the debt service is included in the Revenue Adequacy (RA) Model. The project is funded with a 30 year/2% CWSRF loan, and the debt is programmed to be repaid with rate funds and infrastructure sales tax.

Task Order #25

Throughout the Phase IIB construction, WRF staff identified several needs within the existing (old) East Treatment Train, including replacement of aging pumps, valves, gates, hatches, electrical equipment, controls, protective coatings, HVAC systems, and other critical infrastructure. These proposed improvements will further enhance the long-term reliability of the existing treatment facilities while complementing the capacity improvements constructed as part of the Phase IIB Expansion.

Approximately \$3 million dollars remain available within the existing CWSRF loan following completion of the Phase IIB Expansion. These funds provide an opportunity to complete additional improvements using financing that has already been secured, rather than relying on future budgets to address ongoing capital needs. WRF staff intend to maximize the value of the remaining SRF funding by developing a prioritized list of improvements and completing as many projects as practical within the available budget. Due to the available funding, not all identified improvements may ultimately be included in the construction contract.

Apex Engineering will be designing approximately \$4 million in improvements and then prioritizing the work down to the approximately \$3 million in available funding. We anticipate including several bid alternates that can be selected after bidding to maximize use of the available funds.

Capital Improvement Items – early estimate around \$4 million

- Stem and guide replacement on gates in the vaults west of the old final clarifier
- Valve replacement south of the Cl₂ building door
- New air compressor – Administration Building
- LBM air compressor/desiccant air dryer
- Ductwork modifications for ventilation
- Automated gate in Trickling Filter Pump Station
- Automated valves in Trickling Filter Pump Station
- Vault J valves/gates/actuators
- Headworks stairs with aggressive tread
- Grit building demolition and coatings
- Flood wall drainage by storm lift
- 150' BOD trickling filter repair
- Stainless steel overflow pipe repair – glass-lined or PVC
- Paint foam suppression PVC piping
- Supernatant pump station
- Door replacements around east treatment train
- Three valve/gate stems in vault and basin to shut off/bypass UV basin
- Stair tread replacement – blower building
- Fuel station
- Storage building – we plan to evaluate the cost as part of this project for future budgeting.
- Three Moyno sludge feed pumps for pressing
- Three polymer feed pumps for pressing
- VFD relocation – press building/centrifuges
- EQ basin conversion to mixing tank

Existing mechanical, electrical, instrumentation, structural, and process equipment continues to age and requires periodic rehabilitation or replacement. A wastewater treatment plant operates 24 hours a day, 365 days a year, and cannot simply be taken out of service when equipment reaches the end of its useful life. Maintaining a facility of this size requires continual investment to replace aging infrastructure and support safe, reliable operations. These needs are identified through routine maintenance, condition assessments, and operator experience.

The total Task Order fee is \$276,110, or approximately 7% of the \$4 million in improvements being designed. Apex has estimated approximately 1,050 hours of engineering, design, drafting, and technician time. It also includes approximately \$85,000 for structural engineer & mechanical engineers needed as subconsultants to complete the various improvements. The fee includes design, cost estimating, prioritization, preparation, & specifications of the overall bidding documents, and the funding package requirements. This Task Order will be funded with Infrastructure Sales Tax Fund 455 Project WW2600 New Project Fund.

Recommended Motion

Approve attached Task Order #25 from the Apex Engineering Group in the amount of \$276,110 for Evaluation, Design, Planning, Specifications and Bidding Services for Project WW1701 (Water Reclamation Facility Phase II Improvements).

August 6, 2026

Mr. James Hausauer
City of Fargo
3400 North Broadway
Fargo, ND 58102

RE: Fargo Regional Water Reclamation Facility
Task Order 25 – Equipment and
Apex Project No. 18.102.0040

Dear Mr. Hausauer,

Thank you for the opportunity to provide the enclosed Task Order for engineering services related to the next phase of capital improvements at the Fargo Regional Water Reclamation Facility. The recently completed Phase IIB Expansion significantly increased the capacity, reliability, and long-term performance of the Regional Water Reclamation Facility by adding a new West Treatment Train and supporting infrastructure to meet the City of Fargo's and its regional partners' future wastewater needs. The existing East Treatment Train remained in service and continues to be a critical part of plant operations.

As with any large regional wastewater treatment facility, a major expansion does not replace every piece of infrastructure. Existing mechanical, electrical, instrumentation, structural, and process equipment continues to age and requires periodic rehabilitation or replacement. Unlike many public facilities, a wastewater treatment plant operates 24 hours a day, 365 days a year, and cannot simply be taken out of service when equipment reaches the end of its useful life. Maintaining a facility of this size requires continual investment to replace aging infrastructure and support safe, reliable operations. These needs are identified through routine maintenance, condition assessments, and operator experience.

Approximately \$3 million remains available within the City's existing Clean Water State Revolving Fund (SRF) loan following completion of the Phase IIB Expansion. These funds provide an opportunity to complete additional eligible improvements using financing that has already been secured, rather than relying on future budgets to address these ongoing capital needs. Through this task order, Apex will work with the City to evaluate, prioritize, and design improvements that provide the greatest operational benefit while maximizing the value of the remaining SRF funding. This approach allows the City to address the highest priority improvements now while making the best use of the remaining SRF funding.

The enclosed Task Order and Scope of Services are submitted for your consideration. Please let me know if you have any questions or would like to discuss the proposed project. I can be reached at 701.373.7985 or karla.olson@apexenggroup.com.

Sincerely,



Karla Olson, PE
Project Manager



Scope of Services

Regional Water Reclamation Facility Maintenance and Equipment Improvements

City of Fargo, North Dakota
July 3, 2026

Task No.	Description
1	Project Management
2	Document Facility Information
3	Develop and Prioritize List of Capital Improvements
4	Preliminary Design of Improvements
5	Final Design of Improvements
6	Plans and Specifications
7	NDDEQ Coordination and Submittal
8	Bidding and Contracts

Project Background

The City of Fargo recently completed the Phase IIB Expansion of its Regional Water Reclamation Facility, a major infrastructure project that increased treatment capacity and supports the City's long-term wastewater needs and continued regional growth. The expansion built upon previous facility improvements by adding a new headworks facility with influent pumping, screening, grit removal, and odor control; a new biological nutrient removal treatment train; final clarifiers; blower building; sludge handling and thickening facilities; anaerobic digestion improvements; dewatering enhancements; reuse water infrastructure; electrical, instrumentation, and control system upgrades; and extensive site, utility, and process improvements. Upon completion, the facility provides treatment capacity for approximately 270,700 people and strengthens the reliability, efficiency, and resiliency of Fargo's regional wastewater system.

The project was financed through the North Dakota Clean Water State Revolving Fund (SRF) program, which provided a 30-year, low-interest loan for construction and engineering services. Throughout construction, the City also identified several priority rehabilitation needs within the existing East Treatment Train, including replacement of aging pumps, valves, gates, hatches, electrical equipment, controls, protective coatings, HVAC systems, and other critical infrastructure. These improvements further enhance the long-term reliability and maintainability of the existing treatment facilities while complementing the capacity improvements constructed as part of the Phase IIB Expansion.

Following completion of the Phase IIB Expansion, approximately \$3 million remains available under the City's existing Clean Water State Revolving Fund (SRF) loan and is available for additional eligible capital improvements. Since the project was originally bid in 2020, ongoing condition assessments, operator input, and routine maintenance activities have identified numerous additional capital improvements that would enhance the reliability, safety, and maintainability of the wastewater treatment facility. These improvements include rehabilitation and replacement of aging mechanical, electrical, structural, process, and site infrastructure, as well as several bid alternates and other beneficial improvements that were deferred during the original bidding process to maintain the project within the available construction budget.

The City intends to maximize the value of the remaining SRF funding by developing a prioritized list of improvements and completing as many projects as practical within the available budget. During design, the proposed improvements will be evaluated, prioritized, and refined based on condition, operational benefit, regulatory considerations, and cost, with the final construction package tailored to fit the remaining funding. Due to the available funding, not all identified improvements may ultimately be included in the construction contract. Throughout the project, the City and Apex will evaluate, prioritize, and refine the proposed improvements based on condition, operational benefit, regulatory considerations, constructability, and available funding. The final design package will include those improvements that best meet the City's objectives while remaining within the available project budget.

This task order provides engineering services for the evaluation, design, preparation of plans and specifications, bidding assistance, and construction support necessary to complete these improvements.

Task No. 1.0 – Project Management

Objective:

To provide management of engineers and technicians through all phases of the project, including contract administration and quality assurance / quality control. To provide a single point of contact for the City of Fargo throughout the duration of the project.

Activities:

1. Review and execute task order agreement between City of Fargo and Apex Engineering Group, Inc. (Apex).
2. Oversee Engineers and Technicians assigned to the project.
3. Attend and report at project update meetings, as necessary.
4. Provide communications and coordination between City of Fargo and Apex.
5. Provide quality assurance/quality control throughout all phases of the project.

City of Fargo Responsibilities:

- ✓ Execute task order between City of Fargo and Apex.
- ✓ Provide requested information in a timely manner.
- ✓ Attend project update meetings.

Apex Responsibilities and Deliverables:

- ✓ Review and execute contract with City of Fargo in a timely manner.
- ✓ Gather, organize, review and return (if applicable) any necessary information.
- ✓ Schedule and attend project update meetings.
- ✓ Communicate with City of Fargo on project updates and schedule.

Task No. 2.0 – Document Existing Facility Information

Objective:

To collect, review, and document existing facility information necessary to evaluate, prioritize, and design capital improvements at the Regional Water Reclamation Facility. Existing documentation, field conditions, operational information, and equipment data will be reviewed to establish the basis for evaluating potential improvements and preparing construction documents.

Activities:

1. Review available background information related to the existing facility, including:
 - a. Facility Plans
 - b. Record Drawings
 - c. Construction Drawings and Specifications
 - d. Equipment Shop Drawings and Submittals
 - e. Operations and Maintenance Manuals
 - f. Previous Engineering Reports and Studies
 - g. Existing Asset Information and Maintenance Records, if available
2. Conduct site visits to verify existing conditions and document the condition of facilities identified for potential improvements.
3. Meet with City operations and maintenance staff to review operational concerns, maintenance history, equipment performance, and known deficiencies.
4. Document existing equipment, structures, piping, electrical systems, instrumentation, controls, and site features associated with the proposed improvements.
5. Identify information gaps requiring additional field investigation or data collection to support design.
6. Compile existing facility information for use during project evaluation and design.

City of Fargo Responsibilities:

- ✓ Provide available facility plans, record drawings, specifications, shop drawings, operations and maintenance manuals, previous studies, equipment information, and other requested documents.
- ✓ Provide access to the facility and coordinate site visits with operations and maintenance staff.
- ✓ Provide available maintenance records and operational information relevant to the proposed improvements.
- ✓ Identify known operational concerns and desired improvements.

Apex Responsibilities and Deliverables:

- ✓ Gather, organize, and review information provided by the City.
- ✓ Conduct field investigations and document existing facility conditions.
- ✓ Verify existing information necessary to support project design.
- ✓ Document existing conditions, operational constraints, and identified deficiencies affecting the proposed improvements.
- ✓ Prepare a summary of existing facility information to support the evaluation, prioritization, and design of the proposed capital improvements.

Task No. 3.0 – Develop and Prioritize Capital Improvements

Objective:

To evaluate potential capital improvements identified by the City and Apex and develop a prioritized list of improvements that maximizes the benefit of the remaining State Revolving Fund (SRF) financing. The proposed improvements will be evaluated based on infrastructure condition, operational needs, maintenance requirements, regulatory considerations, constructability, and available funding to establish the final project scope.

Activities:

1. Review potential capital improvement projects identified by City staff and Apex.
2. Evaluate the condition and operational performance of existing facilities, equipment, and infrastructure associated with each proposed improvement.
3. Assess each proposed improvement based on:
 - a. Equipment and infrastructure condition
 - b. Operational reliability and redundancy
 - c. Maintenance requirements and accessibility
 - d. Worker safety
 - e. Regulatory or permitting considerations
 - f. Constructability and coordination with existing facilities
4. Develop planning-level opinions of probable construction cost for the proposed improvements.
5. Meet with City staff to review the proposed improvements, discuss project priorities, and evaluate alternatives.
6. Prioritize improvements based on operational benefit, project cost, available funding, and implementation considerations.
7. Develop a recommended project scope consisting of improvements that can reasonably be completed within the available SRF funding.

City of Fargo Responsibilities:

- ✓ Participate in project review and prioritization meetings.
- ✓ Provide operational input regarding facility needs and desired improvements.
- ✓ Review planning-level cost information and proposed project priorities.
- ✓ Establish the final list of improvements to proceed into design.

Apex Responsibilities and Deliverables:

- ✓ Evaluate proposed capital improvements and document the engineering basis for recommendations.
- ✓ Prepare planning-level opinions of probable construction cost for the proposed improvements.
- ✓ Facilitate prioritization meetings with City staff.
- ✓ Develop a recommended, prioritized list of capital improvements.
- ✓ Prepare a recommended project scope for preliminary and final design that maximizes the use of the remaining SRF funding.

Task No. 4.0 – Preliminary Design of Improvements

Objective:

To develop preliminary engineering designs for the selected capital improvements and establish the basis for final design. The preliminary design phase will evaluate design alternatives where appropriate, confirm project scope, identify potential conflicts with existing infrastructure, and verify that the proposed improvements can be completed within the available project budget.

Activities:

1. Perform field investigations and collect additional information necessary to complete the preliminary design.
2. Develop preliminary engineering layouts and design concepts for the selected improvements.
3. Evaluate design alternatives, where appropriate, and recommend the preferred design approach.
4. Coordinate the proposed improvements with existing facilities, utilities, equipment, and ongoing plant operations.
5. Perform preliminary engineering calculations necessary to establish design criteria.
6. Develop preliminary opinions of probable construction cost based on the proposed improvements.
7. Meet with City staff to review the preliminary design, discuss project scope, and identify any revisions prior to final design.
8. Revise the preliminary design based on City review comments and establish the final design criteria.

City of Fargo Responsibilities:

- ✓ Provide timely review of the preliminary design and engineering recommendations.
- ✓ Participate in design review meetings.
- ✓ Review and approve the proposed project scope and preliminary design concepts.
- ✓ Provide direction regarding design alternatives and project priorities, as necessary.

Apex Responsibilities and Deliverables:

- ✓ Perform the engineering analyses necessary to support the preliminary design.
- ✓ Prepare preliminary engineering drawings and design layouts.
- ✓ Coordinate design efforts among all engineering disciplines.
- ✓ Prepare a preliminary opinion of probable construction cost.
- ✓ Conduct a preliminary design review meeting with City staff.
- ✓ Incorporate City comments and establish the basis for final design.

Task No. 5.0 – Final Design of Improvements

Objective:

To complete the final engineering design of the selected capital improvements and prepare the technical information necessary for construction document development. The final design will incorporate City review comments, complete engineering analyses, coordinate all design disciplines, and establish the basis for the preparation of final plans and specifications.

Activities:

1. Complete final engineering design for the selected improvements, including civil, structural, mechanical, process, electrical, instrumentation, and control components, as applicable.
2. Perform final engineering calculations necessary to support the proposed improvements.
3. Coordinate the design of new facilities and equipment with existing treatment processes, utilities, and plant operations.
4. Evaluate equipment selection and sizing, material requirements, and constructability.
5. Coordinate design among all engineering disciplines to minimize conflicts and facilitate construction.
6. Prepare an updated Opinion of Probable Construction Cost based on the completed design.
7. Conduct internal quality assurance/quality control (QA/QC) reviews of the engineering design.
8. Incorporate City review comments into the final design.

City of Fargo Responsibilities:

- ✓ Review the proposed final design and provide comments in a timely manner.
- ✓ Participate in design review meetings, as necessary.
- ✓ Review and approve equipment selections, design assumptions, and proposed project scope modifications.
- ✓ Provide timely decisions regarding design alternatives when requested.

Apex Responsibilities and Deliverables:

- ✓ Complete the final engineering design for the approved project scope.
- ✓ Perform engineering calculations supporting the proposed improvements.
- ✓ Coordinate design among all engineering disciplines.
- ✓ Conduct internal QA/QC reviews of the design documents.
- ✓ Prepare an updated Opinion of Probable Construction Cost.
- ✓ Incorporate City comments into the final design prior to preparation of the construction documents.

Task No. 6.0 – Plans and Specifications

Objective:

To prepare complete construction plans, technical specifications, and bidding documents for the selected capital improvements. The plans and specifications will define the work to be performed, establish the technical requirements for construction, and provide the documentation necessary for public bidding and construction.

Activities:

1. Prepare construction drawings for the selected improvements, including civil, structural, mechanical, process, electrical, instrumentation, controls, and site improvements, as applicable.
2. Prepare technical specifications describing materials, equipment, installation requirements, testing, and construction standards.
3. Prepare front-end bidding and contract documents, including bid forms, special provisions, and project-specific contract requirements.
4. Coordinate plans and specifications among all engineering disciplines to provide a complete and consistent set of construction documents.
5. Perform internal quality assurance/quality control (QA/QC) reviews of the plans and specifications.
6. Submit draft construction documents to the City for review.
7. Incorporate City review comments and prepare final plans, specifications, and bidding documents.

City of Fargo Responsibilities:

- ✓ Review draft plans, specifications, and bidding documents.
- ✓ Provide review comments and requested revisions in a timely manner.
- ✓ Approve the final construction documents for agency review and bidding.

Apex Responsibilities and Deliverables:

- ✓ Prepare complete construction plans for the selected improvements.
- ✓ Prepare technical specifications and bidding documents.
- ✓ Coordinate construction documents among all engineering disciplines.
- ✓ Conduct internal QA/QC reviews of the contract documents.
- ✓ Revise the construction documents in response to City review comments.
- ✓ Submit final plans, specifications, and bidding documents suitable for regulatory review and public bidding.

Task No. 7.0 – NDDEQ Coordination and Submittals

Objective:

To coordinate with the North Dakota Department of Environmental Quality (NDDEQ) and prepare the engineering documents necessary to obtain regulatory approval for the proposed improvements.

Activities:

1. Determine applicable NDDEQ review and approval requirements for the proposed improvements.
2. Prepare engineering reports, design summaries, plans, specifications, and supporting documentation required for NDDEQ review.
3. Submit design documents to the NDDEQ on behalf of the City.
4. Coordinate with NDDEQ staff during the review process.
5. Respond to NDDEQ review comments and revise project documents, as necessary.
6. Provide the City with copies of agency correspondence and approval documentation.

City of Fargo Responsibilities:

- ✓ Authorize Apex to coordinate directly with the NDDEQ.
- ✓ Review regulatory comments requiring City input.
- ✓ Execute permit applications or other owner certifications, as required.

Apex Responsibilities and Deliverables:

- ✓ Prepare and submit required NDDEQ design documents.
- ✓ Coordinate regulatory review with NDDEQ staff.
- ✓ Respond to agency comments.
- ✓ Revise plans and specifications as required for approval.
- ✓ Provide final approved documents for bidding.

Task No. 8.0 – Bidding and Contract Award

Objective:

To provide engineering services during the bidding phase and assist the City in obtaining competitive bids and awarding a construction contract.

Activities:

1. Prepare final bidding documents for advertisement.
2. Respond to questions from prospective bidders.
3. Prepare addenda, as necessary, to clarify the bidding documents.
4. Attend and assist with the pre-bid meeting, if requested by the City.
5. Review bids received by the City for completeness and responsiveness.
6. Prepare a bid tabulation and evaluate bids.
7. Prepare a recommendation of award for consideration by the City.
8. Assist the City during contract execution following award.

City of Fargo Responsibilities:

- ✓ Advertise the project for bids.
- ✓ Receive and publicly open bids.
- ✓ Award the construction contract.
- ✓ Execute construction contracts.

Apex Responsibilities and Deliverables:

- ✓ Respond to bidder questions.
- ✓ Prepare addenda, as required.
- ✓ Prepare a bid tabulation.
- ✓ Evaluate bids and qualifications.
- ✓ Prepare a recommendation of award.
- ✓ Assist the City through contract execution.

Project Schedule

<u>Task/Activity</u>	<u>Date (Week of)⁽¹⁾</u>
Execute Task Order for Engineering Services	August 10, 2026
Kickoff Meeting with City Personnel	August 17, 2026
Develop Preliminary List of Capital Improvements	September 14, 2026
Prioritization Workshop with City Staff	September 21, 2026
Finalize Project Scope	October 5, 2026
City Review Meeting	November 16, 2026
Complete Final Design	December 7, 2026
Submit Draft Plans and Specifications	December 2026-January 2027
City Review of Draft Documents	December 2026-January 2027
Submit Final Plans and Specifications	December 2026-January 2027
Submit Documents to NDDEQ	December 2026-January 2027
Receive NDDEQ Approval (Estimated)	December 2026-January 2027
Advertise for Bids	January 2027

⁽¹⁾ Schedule is based on contract approval the week of August 10, 2026.

**SUGGESTED FORM OF
TASK ORDER**

This is Task Order No. 25,
consisting of 3 pages.

Task Order No. 25: Regional Water Reclamation Facility Maintenance and Equipment Improvements

In accordance with Paragraph 1.01 of the Agreement Between Owner and Engineer for Professional Services – Task Order Edition, dated January 1, 2021 ("Agreement"), Owner and Engineer agree as follows:

1. Background Data

- a. Effective Date of Task Order: January 1, 2021 (extended January 1, 2026)
- b. Owner: City of Fargo, North Dakota
- c. Engineer: Apex Engineering Group, Inc.
- d. Specific Project (title): Regional Water Reclamation Facility Maintenance and Equipment Improvements
- e. Specific Project (description): Project to identify and address improvements needed for maintenance and equipment upgrades at the RWRF.

2. Services of Engineer

A. The specific services to be provided or furnished by Engineer under this Task Order are:

- ✓ the services (and related terms and conditions) set forth in the following sections of Exhibit A, as attached to the Agreement referred to above, such sections being hereby incorporated by reference:
 - As follows: See Attached Scope of Services

All of the services included above comprise Basic Services for purposes of Engineer's compensation under this Task Order.

3. Additional Services

A. Additional Services that may be authorized or necessary under this Task Order are:

- ✓ those services (and related terms and conditions) set forth in Paragraph A2.01 of Exhibit A, as attached to the Agreement referred to above, such paragraph being hereby incorporated by reference.

As Follows: None.

Task Order Form

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and American Society of Civil Engineers. All rights reserved.

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4. Owner's Responsibilities

Owner shall have those responsibilities set forth in Article 2 of the Agreement and in Exhibit B, subject to the following: See attached Scope of Services

5. Task Order Schedule

In addition to any schedule provisions provided in Exhibit A or elsewhere, the parties shall meet the following schedule: See Attachment 1 in the Scope of Services

6. Payments to Engineer

A. Owner shall pay Engineer for services rendered under this Task Order as follows:

Description of Service	Amount	Basis of Compensation
1. Basic Services		
a. Project Management	\$8,550	Hourly NTE
b. Document Facility Information	\$3,250	Hourly NTE
c. Develop and Prioritize List of Capital Improvements	\$5,310	Hourly NTE
d. Preliminary Design of Improvements	\$34,500	Hourly NTE
e. Final Design of Improvements	\$55,500	Hourly NTE
f. Plans and Specifications	\$98,400	Hourly NTE
g. NDDEQ Coordination and Submittal	\$19,600	Hourly NTE
h. Bidding and Contracts	\$21,500	Hourly NTE
i. Subconsultants	\$29,500	Hourly NTE
2. Additional Services (Part 2 of Exhibit A)	N/A	Hourly
Total	\$276,110	

B. The terms of payment are set forth in Article 4 of the Agreement and in the applicable governing provisions of Exhibit C.

7. Consultants retained as of the Effective Date of the Task Order: None

8. Other Modifications to Agreement and Exhibits: None

9. Attachments: Attachment 1 – Scope of Services

10. Other Documents Incorporated by Reference: None

11. Terms and Conditions

Execution of this Task Order by Owner and Engineer shall make it subject to the terms and conditions of the Agreement (as modified above), which Agreement is incorporated by this reference. Engineer is authorized to begin performance upon its receipt of a copy of this Task Order signed by Owner.

The Effective Date of this Task Order is February 9, 2026.

OWNER:

By: _____

Print Name: Josh Boschee

Title: Mayor, City of Fargo

OWNER:

By: _____

Print Name: _____

Title: _____

ENGINEER:

By: Karla Olson

Print Name: Karla Olson, PE

Title: Vice President

Engineer License or Firm's

Certificate No. (if required): COCF #975

State of: North Dakota

DESIGNATED REPRESENTATIVE FOR TASK ORDER:

Name: James Hausauer

Title: Utility Director

Address: 3400 North Broadway
Fargo, ND 58102

E-Mail
Address: JHausauer@FargoND.gov

Phone: 701-476-6692

DESIGNATED REPRESENTATIVE FOR TASK ORDER:

Name: Karla Olson, PE

Title: Project Manager

Address: 4733 Amber Valley Pkwy S.
Fargo, ND 58104

E-Mail
Address: Karla.Olson@ApexEngGroup.com

Phone: 701-373-7985

Task Order Form

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REPORT OF ACTION**UTILITY COMMITTEE**

Project WW2353

Type: AE2S-Task Order #16-Amendment #1

Location: Regional Collection System Master Planning

Date of Hearing: 9-2-2026

<u>Routing</u>	<u>Date</u>
City Commission	<u>9-14-2026</u>
Project File	<u> </u>

Jim Hausauer, Water Reclamation Utility Director, presented the attached memo and Amendment #1 to Task Order #16 from AE2S to update a Water Reclamation Utility Collection System Master Plan (CSMP). In the early 2000's, the CoF Water Reclamation Utility undertook a major wastewater collection system planning effort known as the Collection System Master Plan (CSMP). The CSMP was completed in 2005, and has guided the Utility in planning, designing, constructing and implementing projects for nearly two decades. The original CSMP has provided a 20+-year collection system capital improvements plan (CIP). These planning efforts have supported Fargo growth and led to becoming a regional provider to neighboring communities. With additional outside bulk users, and several changes to the collection system, the Water Reclamation Utility intends to develop a new Regional Collection System Master Plan to address Fargo's wastewater collection system infrastructure needs for decades ahead. The Regional CSMP will consist of five (5) core tasks, in which each task will include the development of a Tech Memorandum:

Task Order #16 Amendment #1

Amendment #1 to Task Order #16 will provide services for Tasks 02, 03, and 04 of the CSMP. This Task Order Amendment aims to document a Population and Growth Assessment, Wastewater Generation Analysis, and Wastewater Flow Projections and Long-Term Collection System Needs. Task Order 16 and associated Amendments will be funded with Project WW2353 (Regional Service Planning) Rate Fund 521.

- ✓ Task 01 – Existing Wastewater System Summary
- ✓ **Task 02 – Population and Growth Assessment**
 - ✓ This has largely been completed with the Water System Master Plan. While much of the information can be applied to the CSMP, there are bulk user considerations that are unique between the master plan. A Tech Memo will be provided for the CSMP that will include:
 - ✓ Establish a Planning Horizon, Historical Data Review, Future Growth Considerations, and Population Projection Compilation and Development.
- ✓ **Task 03 – Wastewater Generation Analysis**
 - ✓ Historical wastewater generation analysis of Fargo and its customer over the last 10 years to include: Average Daily Flow, Maximum Daily Flow, Peak Hourly Flow, Seasonal variations, Per Capita Generation, Flow based on zoning and land use, Peaking Factors.
- ✓ **Task 04 – Wastewater Flow Projections and Long-Term Collection System Needs**
 - ✓ Projecting future flow across planning horizons, per capita flows, identify current and future system bottlenecks, identify future lift station needs (location and capacity), document future treatment limitations and suggestions for future satellite treatment facilities, develop a plan for future industries and potential reuse opportunities.
- ✓ Task 05 – Capital Improvement Plan

On a motion from Brian Ward, seconded by Troy Hall, the Utility Committee voted to approve Task Order #16 Amendment #1 (for Tasks 02, 03, and 04 above) in the amount of \$106,800 from Advanced Engineering and Environmental Services to complete an updated Fargo/Regional Collection System Master Plan to determine Fargo's wastewater infrastructure needs into the future.

Recommended Motion

Concur with the Utility Committee recommendation to approve Task Order #16 Amendment #1 from Advanced Engineering and Environmental Services to complete an updated Fargo/Regional Collection System Master Plan to determine Fargo's wastewater infrastructure needs into the future.

<u>COMMITTEE:</u>	<u>Present</u>	<u>Yes</u>	<u>No</u>	<u>Unanimous X</u>
Chad Peterson, City Commissioner	X	X		
Susan Thompson, Director of Finance				
Brian Ward, Water Plant Supt.	X	X		
Mark Miller, Water Reclamation Plant Supt.	X	X		
Bruce Grubb, Temp. PT City Administrator	X	X		
Allan Lee, City Forester	X	X		
Scott Olson, Solid Waste Utility Director	X	X		
Jim Hausauer, Water Reclamation Utility Dir.	X	X		
Troy Hall, Water Utility Director	X	X		
Ben Dow, Public Works Operations Director				
Tom Knakmuhs, City Engineer				
VACANT, Assistant City Administrator				
Dan Portlock, Water Utility Engineer	X	X		

ATTEST:



 Jim Hausauer
 Water Reclamation Utility Director

C: Mayor Boschee
 Commissioner Strand
 Commissioner Gullickson
 Commissioner Turnberg

Memorandum

September 2nd, 2026

To: Utility Committee
From: Jim Hausauer, Water Reclamation Utility Director
RE: AE2S Task Order #16 – Amendment #1
Fargo/Regional Collection System Master Planning

Background

In the early 2000's, the CoF Water Reclamation Utility undertook a major wastewater collection system planning effort known as the Collection System Master Plan (CSMP). The CSMP was completed in 2005, and has guided the Utility in planning, designing, constructing and implementing projects for nearly two decades. The original CSMP has provided a 20+-year collection system capital improvements plan (CIP).

The CSMP as guided the Water Reclamation Utility to successfully implement improvement projects and planning efforts to support Fargo growth and led to becoming a regional provider to neighboring communities. With additional outside bulk users, and several changes to the collection system, the Water Reclamation Utility intends to develop a new Regional Collection System Master Plan to address Fargo's wastewater collection system infrastructure needs for decades ahead. The Regional CSMP will consist of five (5) core tasks, in which each task will include the development of a Tech Memorandum:

Task Order #16 Amendment #1

Amendment #1 to Task Order #16 will provide services for Tasks 02, 03, and 04 of the CSMP. This Task Order Amendment aims to document a Population and Growth Assessment, Wastewater Generation Analysis, and Wastewater Flow Projections and Long-Term Collection System Needs. Task Order 16 and associated Amendments will be funded with Project WW2353 (Regional Service Planning) Rate Fund 521.

- ✓ Task 01 – Existing Wastewater System Summary
- ✓ Task 02 – Population and Growth Assessment
 - This has largely been completed with the Water System Master Plan. While much of the information can be applied to the CSMP, there are bulk user considerations that are unique between the master plan. A Tech Memo will be provided for the CSMP that will include:
 - Establish a Planning Horizon, Historical Data Review, Future Growth Considerations, and Population Projection Compilation and Development.
- ✓ Task 03 – Wastewater Generation Analysis
 - Historical wastewater generation analysis of Fargo and its customer over the last 10 years to include:
 - Average Daily Flow, Maximum Daily Flow, Peak Hourly Flow, Seasonal variations, Per Capita Generation, Flow based on zoning and land use, Peaking Factors.
- ✓ Task 04 – Wastewater Flow Projections and Long-Term Collection System Needs

- **Projecting future flow across planning horizons, per capita flows, identify current and future system bottlenecks, identify future lift station needs (location and capacity), document future treatment limitations and suggestions for future satellite treatment facilities, develop a plan for future industries and potential reuse opportunities.**
- ✓ Task 05 – Capital Improvement Plan

Recommended Motion

Approve Task Order #16 Amendment #1 (for Tasks 02, 03, and 04 above) in the amount of \$106,800 from Advanced Engineering and Environmental Services to complete an updated Fargo/Regional Collection System Master Plan to determine Fargo's wastewater infrastructure needs into the future.



September 2, 2026

Mr. Jim Hausauer
Water Reclamation Utility Director
3400 N Broadway
Fargo, ND 58102

**RE: Fargo Regional Collection System Master Plan
Amendment No. 1 to AE2S Task Order No. 16**

Dear Jim:

Thank you for the opportunity to submit this proposal for the Fargo Regional Water System Master Plan. This letter and the attached Amendment No. 1 to Task Order No. 16 provide the proposed scope of services for Tasks 02, 03, and 04 of the Master Plan. The professional fees for this Task Order are \$106,800.

In the early 2000s, the City of Fargo undertook a significant wastewater collection system planning effort known as the Collection System Master Plan (CSMP). Completed in 2005, the CSMP has guided the Water Reclamation Utility in planning, designing, and implementing projects for nearly two decades. The primary deliverable was a 24-year capital improvements plan spanning from 2005 to 2028.

Over the last 20 years, the CSMP has guided the Water Reclamation Utility to successfully implement several improvement projects and additional planning efforts to support the growing needs of the City and, in part, have led to Fargo becoming a regional wastewater provider to neighboring communities and systems. Due to the addition of outside bulk users and several changes to the collection system, the Water Reclamation Utility intends to develop a new Regional Collection System Master Plan to address Fargo's wastewater collection system infrastructure needs in the decades ahead.

The Regional Collection System Master Plan is anticipated to consist of five (5) core tasks, in which each Task will include the development of a Technical Memorandum. Task 01 – Existing Wastewater System Summary was included in the initial Task Order. Amendment No. 1 to Task Order No. 16 includes Tasks 02, 03, and 04 as noted below:

- Task 01 – Existing Wastewater System Summary
- **Task 02 – Population and Growth Assessment**
 - o This has largely already been completed underneath the Regional Water System Master Plan. While much of the information can be directly applied to the Regional Collection System Master Plan, there are bulk user considerations that are unique between the two master plans.
- **Task 03 – Wastewater Generation Analysis**
- **Task 04 – Wastewater Flow Projections and Long-Term Collection System Needs**
- Task 05 – Capital Improvements Plan

September 2, 2026

Page 2 of 2

RE: Fargo Regional Collection System Master Plan | Amendment No. 1 to TO No. 16



Task 05 – Capital Improvements Plan is anticipated to be added to this Task Order in the form of a future amendment following completion of Tasks 02, 03, and 04. Completion of the full Regional Collection System Master Plan is anticipated for the first quarter of 2027.

If you agree with the proposed scope of services and associated professional fees presented in the attached Amendment No. 1 to Task Order No. 16, please sign in the spaces provided, retain one fully executed copy for your records, and return the other fully executed copy to AE2S. We are excited to continue assisting the Water Reclamation Utility with this important effort.

Sincerely,

AE2S

Ryan Grubb, PE
Client Services Manager

AMENDMENT TO TASK ORDER No. 16**Amendment No. 1**

Effective Date of Task Order: December 8, 2025
 Owner: City of Fargo Enterprise Utilities (Water Reclamation Utility)
 Engineer: Advanced Engineering and Environmental Services, LLC
 Specific Project: Fargo Regional Collection System Master Plan

Nature of Amendment:

- ☒ Additional Services to be performed by Engineer
- ☒ Modifications of payment to Engineer
- ☒ Modifications to time(s) for rendering services

Description of Modifications:

- a. Engineer shall perform the following additional services:
- Study and Report Phase Services (Exhibit A, Paragraph 1.01), and as supplemented in Attachment No. 1 Scope of Services, incorporated herein by reference.
- b. For the Additional Services set forth above, Owner shall pay Engineer the following additional compensation, detailed in the table below.

Phase	Task Number and Task Name	Payment Method	Estimated Hours	Amount
021	Study and Report Phase Services	Method A		
	03 Lift Station SCADA Inventory		40	\$7,000
022	Study and Report Phase Services	Method B		
	01 Population and Growth Incorporation		28	\$5,400
023	Study and Report Phase Services	Method B		
	01 Project Management		12	\$2,800
	02 Wastewater Generation Analysis		154	\$32,400
024	Study and Report Phase Services	Method B		
	01 Project Management		12	\$3,000

Phase	Task Number and Task Name	Payment Method	Estimated Hours	Amount
02	Flow Projections and Long-Term Needs		274	\$56,200
Total			520	\$106,800

Compensation items and totals based in whole or in part on Hourly Rates are estimates only. Lump sum amounts and estimated totals included in the breakdown by phases incorporate Engineer's labor, overhead, profit, reimbursable expenses (if any), and Consultants' charges, if any. For lump sum items, Engineer may alter the distribution of compensation between individual phases (line items) to be consistent with services actually rendered, but shall not exceed the total lump sum compensation amount unless approved in writing by the Owner.

The terms of payment are set forth in Article 4 of the Agreement and in the applicable governing provisions of Exhibit C, where Method A is a Lump Sum payment and Method B is payment for Standard Hourly Rates.

c. The schedule for rendering services under this Amendment is modified as follows:

- Task Order Amendment Approval – September 2, 2026
- Submit Draft Technical Memorandum No. 2 to Owner – September 30, 2026
- Submit Draft Technical Memorandum No. 3 to Owner – October 30, 2026
- Submit Draft Technical Memorandum No. 4 to Owner – October 30, 2026
- Submit Final Technical Memorandum No. 2, 3, and 4 to Owner – November 30, 2026

Agreement Summary:

Original agreement amount:	\$ 43,400.00
Net change for prior amendments:	\$ 0.00
This amendment amount:	\$106,800.00
Adjusted Agreement amount:	\$150,200.00

The foregoing Task Order Summary is for reference only and does not alter the terms of the Task Order, including those set forth in Article 4 of the Agreement.

Owner and Engineer hereby agree to modify the above-referenced Agreement as set forth in this Amendment. All provisions of the Task Order not modified by this or previous Amendments remain in effect.

The Effective Date of this Amendment is September 2, 2026.

OWNER:

City of Fargo

By:

Date:

Name:

Title:

ENGINEER:

Advanced Engineering and Environmental Services, LLC

By:

Date:

Name: Brian R. Bergantine

Title: Project Quality Director

Attachment No. 1 – Scope of Services

Phase 021 – Study and Report Phase Services

In accordance with Paragraphs A1.01 and A1.08 of Exhibit A of the Original Task Order Agreement, dated January 1, 2021 and as amended November 24, 2025, ENGINEER shall perform the following additional Study and Report Phase services under Water Reclamation Consulting Task Order No. 16:

Task 03 – Lift Station SCADA Inventory

Engineer shall perform an onsite assessment of each lift station in the collection system (71 total) and bulk user meter vault sites to obtain photos and document information as it relates to the site's Supervisory Control and Data Acquisition (SCADA) equipment and telemetry systems. Information collected under this task will be used to evaluate options and provide a recommendation for an updated system-wide approach to lift station communications and monitoring under a future Phase of the Regional Collection System Master Plan (RCSMP).

Phase 022 – Study and Report Phase Services

In accordance with Paragraphs A1.01 and A1.08 of Exhibit A of the Original Task Order Agreement, dated January 1, 2021 and as amended November 24, 2025, ENGINEER shall perform the following additional Study and Report Phase services under Water Reclamation Consulting Task Order No. 16:

Task 01 – Population and Growth Incorporation

Engineer recently completed a Population and Growth Assessment as part of the *Fargo Regional Water System Plan (RWSMP)* project, which included an evaluation of historical, current, and projected population and growth trends to inform water system planning. While much of the information can be directly applied to the RCSMP, there are bulk user considerations that are unique between the two master plans.

This task generally consists of developing and providing the Owner with **Technical Memorandum 2 – Population and Growth Assessment** that is specific to the RCSMP. The Technical Memorandum will incorporate applicable information and align assumptions documented in the *RWSMP* and consist of the following key components:

- **Planning Horizon Establishment:** Establish 20-year and 50-year planning horizons for the Master Plan. A detailed CIP will be developed for the 20-year planning horizon, where long-term infrastructure considerations will be considered from years 21 through 50.
- **Historical Data Review:** Review the City's existing service area extents, historical population data, zoning/land-use data, and customer base.
- **Future Growth Considerations:** Define growth boundaries for Fargo and Fargo's current bulk customers.
- **Population Projection Compilation and Development:** Compile, evaluate, and develop population projections (aligned to planning horizons) from various sources for Fargo's total wastewater service population. Break out population projections by customer type (i.e. Fargo, West Fargo, Horace, etc.). Reference and integrate Fargo Planning Department plans and information, as applicable.

Engineer shall develop and provide Owner with Technical Memorandum 2 – Population and Growth Assessment. Prior to finalization of the Technical Memorandum, Engineer shall solicit and incorporate Owner comments, as applicable.

Phase 023 – Study and Report Phase Services

In accordance with Paragraphs A1.01 and A1.08 of Exhibit A of the Original Task Order Agreement, dated January 1, 2021, and as amended November 24, 2025, ENGINEER shall perform the following additional Study and Report Phase services under Water Reclamation Consulting Task Order No. 16:

Task 01 – Project Management

Engineer shall perform general Project administration activities including progress monitoring, scheduling, general correspondence, office administration, and invoicing. These activities include maintaining contact and liaison with the Owner and Project staff; providing Owner with monthly Project financial status updates; ensuring that the needs of the Owner are met in a timely manner, and monitoring Project budgets and schedules.

Task 02 – Wastewater Generation Analysis

Engineer shall perform a historical wastewater generation analysis of Fargo and Fargo's bulk wastewater customers over the last 10 years. This task shall include a review of the following criteria:

- Average Daily Flow (ADF)
- Maximum Day Flow (MDF)
- Maximum Month Flow (MMF)
- Peak Hourly Flow (PHF)
- Seasonal Variations
- Per-Capita Wastewater Generation
- Flows Based on Zoning / Land Use Classification
- Peaking Factors

This task shall include up to three (3) coordination meetings with the Owner to review progress, discuss questions and confirm assumptions. Each meeting is planned to be one (1) hour in duration.

Engineer shall develop and provide Owner with Technical Memorandum 3 – Wastewater Generation Analysis. Prior to finalization of the Technical Memorandum, Engineer shall solicit and incorporate Owner comments, as applicable.

Phase 024 – Study and Report Phase Services

In accordance with Paragraphs A1.01 and A1.08 of Exhibit A of the Original Task Order Agreement, dated January 1, 2021, and as amended November 24, 2025, ENGINEER shall perform the following additional Study and Report Phase services under Water Reclamation Consulting Task Order No. 16:

Task 01 – Project Management

Engineer shall perform general Project administration activities including progress monitoring, scheduling, general correspondence, office administration, and invoicing. These activities include maintaining contact and liaison with the Owner and Project staff; providing Owner with monthly Project financial status updates; ensuring that the needs of the Owner are met in a timely manner, and monitoring Project budgets and schedules.

Task 02– Flow Projections and Long-Term Needs

Engineer shall develop wastewater flow projections to assist in documenting the City of Fargo's long-term wastewater needs and developing capital improvement recommendations. This task shall include the following key components:

- Project future wastewater flows across the planning horizons; per capita flows (across all regional service population) and georeferenced (for Fargo only) based on the findings from Phase 022 and Phase 023.
- Identify existing system bottlenecks based on future wastewater flow projections.
- Document future lift station needs, including high-level location and capacity.
- Document future treatment system capacity limitations and suggest potential areas for satellite water reclamation facilities.
- Develop a plan and reserve capacity for serving future industries with reclaimed effluent via existing Effluent Reuse Facility (ERF) facilities or expanded new facilities.
- Develop a schematic showing the key infrastructure and infrastructure improvements required to provide wastewater service under the long-term planning horizon (2075).

This task shall include up to three (3) coordination meetings with the Owner to review progress, discuss questions and confirm assumptions. Each meeting is planned to be one (1) hour in duration.

Engineer shall develop and provide Owner with Technical Memorandum 4 – Wastewater Flow Projections and Long-Term Wastewater Needs. Prior to finalization of the Technical Memorandum, Engineer shall solicit and incorporate Owner comments, as applicable.

ADVANCED ENGINEERING AND ENVIRONMENTAL SERVICES, LLC

2026 HOURLY FEE AND EXPENSE SCHEDULE

Labor Rates*

Administrative 1	\$73.00	IT 1	\$145.00
Administrative 2	\$88.00	IT 2	\$196.00
Administrative 3	\$103.00	IT 3	\$241.00
Communications Specialist 1	\$117.00	Land Surveyor Assistant	\$107.00
Communications Specialist 2	\$137.00	Land Surveyor 1	\$129.00
Communications Specialist 3	\$158.00	Land Surveyor 2	\$156.00
Communications Specialist 4	\$190.00	Land Surveyor 3	\$175.00
Communications Specialist 5	\$210.00	Land Surveyor 4	\$193.00
		Land Surveyor 5	\$213.00
Construction Services 1	\$140.00	Operations Specialist 1	\$112.00
Construction Services 2	\$171.00	Operations Specialist 2	\$140.00
Construction Services 3	\$190.00	Operations Specialist 3	\$173.00
Construction Services 4	\$211.00	Operations Specialist 4	\$198.00
Construction Services 5	\$232.00	Operations Specialist 5	\$222.00
Engineering Assistant 1	\$94.00	Project Coordinator 1	\$130.00
Engineering Assistant 2	\$111.00	Project Coordinator 2	\$145.00
Engineering Assistant 3	\$140.00	Project Coordinator 3	\$162.00
Engineer 1	\$152.00	Project Coordinator 4	\$178.00
Engineer 2	\$182.00	Project Coordinator 5	\$201.00
Engineer 3	\$213.00	Project Manager 1	\$229.00
Engineer 4	\$246.00	Project Manager 2	\$251.00
Engineer 5	\$264.00	Project Manager 3	\$269.00
Engineer 6	\$279.00	Project Manager 4	\$284.00
Engineering Technician 1	\$93.00	Project Manager 5	\$303.00
Engineering Technician 2	\$117.00	Project Manager 6	\$317.00
Engineering Technician 3	\$141.00	Sr. Designer 1	\$199.00
Engineering Technician 4	\$158.00	Sr. Designer 2	\$221.00
Engineering Technician 5	\$181.00	Sr. Designer 3	\$238.00
Financial Analyst 1	\$126.00	Sr. Financial Analyst 1	\$236.00
Financial Analyst 2	\$142.00	Sr. Financial Analyst 2	\$257.00
Financial Analyst 3	\$171.00	Sr. Financial Analyst 3	\$279.00
Financial Analyst 4	\$187.00		
Financial Analyst 5	\$209.00		
GIS Specialist 1	\$117.00	Technical Expert 1	\$361.00
GIS Specialist 2	\$142.00	Technical Expert 2	Negotiable
GIS Specialist 3	\$168.00		
GIS Specialist 4	\$188.00		
GIS Specialist 5	\$210.00		
I&C Assistant 1	\$112.00		
I&C Assistant 2	\$139.00		
I&C 1	\$166.00		
I&C 2	\$196.00		
I&C 3	\$221.00		
I&C 4	\$234.00		
I&C 5	\$246.00		

Reimbursable Expense Rates

Transportation	\$0.83/mile
Survey Vehicle	\$1.05/mile
Laser Printouts/Photocopies	\$0.30/copy
Plotter Printouts	\$1.00/s.f.
UAS - Photo/Video Grade	\$100.00/day
UAS/USV – Survey	\$50.00/hour
Total Station – Robotic	\$35.00/hour
Mapping GPS	\$60.00/day
Fast Static/RTK GPS	\$50.00/hour
All-Terrain Vehicle/Boat	\$100.00/day
Cellular Modem	\$75.00/month
Web Hosting	\$26.00/month
Legal Services Reimbursement	\$302.00/hour
Outside Services	cost * 1.15
Geotechnical Services	cost * 1.30
Out of Pocket Expenses	cost * 1.15
Rental Car	cost * 1.20
Project Specific Equipment	Negotiable

* Position titles are for labor rate grade purposes only.

These rates are subject to adjustment each year on January 1.

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REPORT OF ACTION

UTILITY COMMITTEE

Project No. WA2509

Type: Change Order – Lead Service Line Replacement

Location: Home at 1130 9th Street North (Lead Service Line Replacement)

Date of Hearing: 9/2/2026

Routing _____ Date _____
 City Commission _____ 9/14/2026 _____
 Project File _____

Troy Hall, Water Utility Director, presented the attached proposed Change Order No. 1 with Johnson and Schock Excavating, LLC (J&S) in the amount of \$28,000 under Project WA2509. This change is for private-side Lead Service Line Replacement (LSLR) at one (1) home at 1130 9th Street North. Mr. Hall discussed the change order is for \$28,000 to correct an error on the Utility Committee cover memo. The costs for this change order with J&S are 66.5% grant eligible under the overall LSLR project in Fargo. To align with NP Ave construction timing, a Work Change Directive (WCD) was issued to J&S.

MOTION:

On a motion by Jim Hausauer, seconded by Mark Miller, the Utility Committee voted to approve Change Order No. 1 for Project WA2509 with Johnson and Schock Excavating, LLC in amount of \$28,000 and 7-day time extension.

COMMITTEE: _____ Present Yes _____ No _____ Unanimous _____
 _____ X _____
 _____ Proxy _____

Chad Peterson, City Commissioner	_____ X _____
Susan Thompson, Finance Director	_____ _____
Brian Ward, Water Plant Supt.	_____ _____
Mark Miller, Wastewater Plant Supt.	_____ X _____
Allan Lee, City Forester	_____ X _____
Bruce Grubb, Temp. Asst. City Administrator	_____ X _____
James Hausauer, Water Recl. Utility Director	_____ X _____
Troy Hall, Water Utility Director	_____ X _____
Ben Dow, Public Works Operations Director	_____ _____
Tom Knakmuhs, City Engineer	_____ _____
Dan Portlock, Water Utility Engineer	_____ X _____
Scott Olson, Solid Waste Utility Director	_____ X _____

ATTEST:


 Troy B. Hall
 Water Utility Director

C: Josh Boschee, Mayor
 Commissioner Strand
 Commissioner Gullickson
 Commissioner Turnberg



Water Treatment Plant
435 14th Avenue South
Fargo, ND 58103
Office: 701.241.1469 | Fax: 701.241.8110
www.FargoND.gov

MEMORANDUM
August 28, 2026

To: Utility Committee

From: Troy B. Hall, Water Utility Director *TBH*

Re: WA2509 Change Order No. 1 – Lead Service Line Replacement (LSLR)

Attached is proposed change order with Johnson and Schock Excavating, LLC (Johnson & Schock) under Project WA2509 - Water Service Line Replacement. The change order is in the amount of \$18,000 and is to replace a single Lead Service Line at 1130 9th Street North. The customer noticed water surfacing in the yard. A leaking Lead Service Line was verified by Mains & Hydrants.

To make this replacement grant eligible, quotes were solicited from contractors that were awarded larger LSLR bid packages in 2026. By doing that, the contractors are already familiar with DWSRF requirements which allows 66.5% grant funding. Johnson & Schock had the lowest quote. In this instance, the water service line had likely been leaking for an extended period causing other sub-surface issues. There will likely be additional costs negotiated with the contractor.

Plan of Financing

The costs for this change order are eligible for 66.5 percent grant from the DWSRF loan program. The LSLR project is in the budget and part of the Capital Improvement Plan (CIP) for water utility.

SUGGESTED MOTION:

Approve Change Order No. 1 with Johnson and Schock Excavating LLC in amount of \$18,000 and a 7-day time extension to replace one (1) Water Service Lines under Project WA2509.

Your consideration in this matter is greatly appreciated.

CHANGE ORDER NO.: 1

Owner: City of Fargo, ND Owner's Project No.: WA2509
 Engineer: Houston Engineering Engineer's Project No.: 6059-0211
 Contractor: Johnson and Schock Excavating, LLC Contractor's Project No.:
 Project: Water Service Replacement Project 2026-06
 Contract Name: Water Service Replacement Project 2026-06 (6/8/2026)
 Date Issued: 8/28/2026 Effective Date of Change Order: 8/28/2026

The Contract is modified as follows upon execution of this Change Order:

Description:

LSLR at 1130 9th Street North.

Attachments:

Work Change Directive 1

Change in Contract Price \$28,000	Change in Contract Times
Original Contract Price:	Original Contract Times:
\$ 615,288.00	Substantial Completion: 10/16/2026
	Ready for final payment: 10/30/2026
[Increase] [Decrease] from previously approved Change Orders No. 1 to No. [Number of previous Change Order] :	[Increase] [Decrease] from previously approved Change Orders No.1 to No. [Number of previous Change Order] :
\$ N/A	Substantial Completion: N/A
	Ready for final payment: N/A
Contract Price prior to this Change Order:	Contract Times prior to this Change Order:
\$ 615,288.00	Substantial Completion: 10/16/2026
	Ready for final payment: 10/30/2026
[Increase] this Change Order:	[Increase] this Change Order:
\$ 28,000.00	Substantial Completion: 10/23/2026
	Ready for final payment: 11/6/2026
Contract Price incorporating this Change Order:	Contract Times with all approved Change Orders:
\$ 643,288.00	Substantial Completion: 10/23/2026
	Ready for final payment: 11/6/2026

Recommended by Engineer (if required)

Accepted by Contractor

By:

Daniel E. Korf

Title:

Civil Engineer

Date:

8/28/2026

Authorized by Owner

Approved by Funding Agency (if applicable)

By:

Title:

Date:



Work Change Directive No. 1

Date of Issuance: 8/7/2026

Effective Date: 8/7/2026

Owner: City of Fargo

Owner's Contract No.: WA2509

Contractor: Johnson & Schock Excavating, LLC

Contractor's Project No.:

Engineer: Houston Engineering, Inc.

Engineer's Project No.: 6059-0211

Project: Water Service Replacement Project 2026- Contract Name: 2026-06
06

Contractor is directed to proceed promptly with the following change(s):

Description:

Removal and Replacement of Priority Lead Service Line within the City of Fargo as described in the attached documents for the property below.

1130 9th Street North

Attachments: [List documents supporting change]

Quote Form Regarding 1130 9th Street North.**Purpose for Work Change Directive:**

Directive to proceed promptly with the Work described herein, prior to agreeing to changes on Contract Price and Contract Time, is issued due to: [check one or both of the following]

☐ Non-agreement on pricing of proposed change.☒ Necessity to proceed for schedule or other Project reasons.**Estimated Change in Contract Price and Contract Times (non-binding, preliminary):**

Contract Price \$ 28,000

☒ (increase) ☐ (decrease).

Contract Time 7 days

☒ (increase) ☐ (decrease).**Basis of estimated change in Contract Price:**☒ Lump Sum☐ Unit Price☐ Cost of the Work☐ Other

RECOMMENDED:

AUTHORIZED BY:

RECEIVED:

By:

Engineer (Authorized Signature)

Title: Civil Engineer

Date: 8/7/2026

By:

Owner (Authorized Signature)

Title: ASSISTANT WATER DIRECTOR

Date: 8/10/26

By:

Contractor (Authorized Signature)

Title: Owner

Date: 8/11/2026

Approved by Funding Agency (if applicable)

By: Not Applicable

Date:

Title:

City of Fargo, North Dakota
Quote Form Regarding 1130 9th Street North

Quote Due Date: Friday, August 7, 2026
 Time: 11:30 a.m. (central time)

Submit Quotes to: Matt Christensen <ChristensenM@FargoND.gov>
 All quotes shall be submitted on the forms furnished by the City.

This Project is using SRF Loan Funds and there are additional terms and conditions required to comply with the contract specifications. Please confirm all requirements are met and documents are included in your quote. This Project will comply with SRF requirements. In the event of a discrepancy between this form and SRF contracting requirements, the SRF contracting requirements shall prevail.

The Quoter agrees to perform the below described work for the City, pursuant to the attached General and Special Requirements, SRF requirements, Special Instructions to Quoters (SIQs), City of Fargo Standard Specifications for Construction, and Site Documentation Form. The Contractor agrees to abide by all requirements, and produce all of the submittals for (as requested), the typical City LSLR contract package (as bid in packages 2026-01 through 2026-10) regardless of the Contractor's contract status in any one of those packages.

The Owner reserves the right to reject any and all quotes, to waive any informality in any quote, to hold all quotes for a period not to exceed 30 days from the date of opening quotes.

Work Description:

Removal and Replacement of Priority Lead Service Lines within the City of Fargo as described in the attached documents for the property in the table below. The Quoter shall inspect the site to ensure they have sufficient information for a quote.

1. Replacement is expected on both the private side and public side.
2. The Quoter is aware that additional interior premise plumbing may be required. The Quoter agrees to inform the property owner that the property owner is responsible for premise plumbing beyond the meter. The Quoter agrees to coordinate with the property owner for their premise plumbing work if necessary, but premise plumbing work will not be included in this Project.
3. Crossing property lines must be avoided for installation.
4. If the service line requires relocation, the Quoter shall notify the City of Fargo at least 7 days prior for SHPO approval. Additionally, all work to be performed under this quote is subject to pending SHPO approval.
5. The Quoter assures that this quote is inclusive of all cost required to complete the work.
6. Payment for work shall only be issued by the City of Fargo once the City of Fargo has received all required documents, and all work is complete.

The undersigned will perform the work as described above for the price(s) submitted in the quote response for the following item(s):

Item No.	Item Description	Unit	Qty	Unit Price	Total
1	1130 9 th Street North, Fargo, ND	LS	1	\$28,000	\$28,000
Total of All Items					\$28,000

Quote is inclusive of all permit fees and sales/use and excise taxes.

The undersigned acknowledges receipt of all addenda to the quote.

The quoter will start and fully complete the project within [OR] within _____ days.

CITY (or designee) _____

Attest (if necessary) _____

Quoter Signature _____

Telephone _____

Excise Tax No. (as applicable) _____

Federal Tax ID No. _____

Sales Tax No. (as applicable) _____

Fuel Tax License No. _____
 (contracts including highway or street work only)

Highway Contractor's License No. _____
 (contracts including highway or street work only)

[General and Special Requirements Information Attached]

Address: 4080 98th Avenue S

Fargo, ND 58104

NOTICE TO PROCEED DATE: 8/11/2026

Johnson & Scholt Excavating
 Company Name