

FARGO CITY COMMISSION AGENDA
Monday, March 2, 2026 - 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, February 17, 2026).

CONSENT AGENDA – APPROVE THE FOLLOWING:

- 1. Letter of Support for Fettes Moving and Storage to the ND Opportunity Fund Consortium.
- 2. Appointment of Rammie Olson as an alternate to the ND Opportunity Fund Loan Committee.
- 3. Application for Abatement or Refund of Taxes #4639 for property located at 2665 Meadow Creek Circle South requesting a reduction in value for 2025 from \$711,200.00 to \$331,800.00; staff is recommending a reduction in value to \$331,800.00 for 2025.
- 4. Amendment to the Findings of Fact, Conclusions and Order for property located at 1544 3rd Avenue South to allow a 60-day extension of time to 3/27/26.
- 5. Site Authorizations for Games of Chance.
- 6. Applications for Games of Chance.
- 7. Contract Amendment No. 1 in the amount of \$8,963.50 (\$2,987.83 City of Fargo Share) for Project No. MS-25-B0.
- 8. Contract Amendment No. 2 in the amount of \$70,000.00 (\$35,000.00 City of Fargo Share) for Project No. QN-23-B0.
- 9. Bid advertisement for Project No. SR-26-B.
- 10. Create Improvement District No. BN-26-C and adopt Resolution of Necessity (New Paving and Utility Construction).
- 11. Create Improvement District No. BR-26-B and adopt Resolution of Necessity (Paving and Utility Rehab/Reconstruction).
- 12. Create Improvement District No. PN-26-A and adopt Resolution of Necessity (Asphalt Wear Course).
- 13. Bid awards for Improvement District No. NR-26-A1:
 - a. Key Contracting, Inc. in the amount of \$468,200.00 (general construction contract).

- b. JDP Electric, Inc. in the amount of \$148,051.00 (electrical construction contract).
14. Bid award and Agreement with Osgood Cleaning Services, LLC in the amount of \$129,600.00 for cleaning services at Carlson Library (RFP26099).
15. Agreements between Owner and Contractor for Construction Contract (Stipulated Price) with Gast Construction Co., Inc. and Peterson Mechanical, Inc. for the HVAC Project at the Police Department Headquarters (ITB26052).
16. Items from the FAHR Meeting:
 - a. Receive and file - Sales Tax Revenue.
 - b. Budget adjustment in the amount of \$18,435.00 for replacement of the Zamboni pit drain line P-trap at the FARGODOME (EX26111).
 - c. Acceptance of the Hometown Heroes Foundations donation in the amount of \$4,038.90 to use for the purchase of equipment and supplies, and related budget adjustment.
 - d. Acceptance of a \$33,000.00 donation from the Fargo Police Foundation to purchase a 2026 subscription to the Magnus One Wellness application and associated training, and related budget adjustment (RFQ26097).
 - e. Purchase of one used 2025 Bomag BC672RB compactor from the Polk County Landfill utilizing the Landfill Capital Improvement funds.
17. Notice of Grant Award Amendment from the ND Department of Health and Human Services for Title X Family Planning Program (CFDA #93.217).
18. Management Control Agreement between the Red River Regional Dispatch Center and the City of Fargo regarding the FBI Criminal Justice Information Systems (CJIS).
19. Bid award to Braun Intertec Corporation in an amount not to exceed \$67,000.00 for Professional Environmental Consultant Services (RFP26027).
20. Resolution approving Plat of Horace Mann School Addition.
21. Piggyback purchase through the ND State Contract with Nelson's Auto Center in the amount of \$138,995.76 for three 2026 Ford Police Interceptors (PBC26116).
22. Master Professional Services Agreement with Stone Group Architects, Inc. (RFP25215).
23. Resolution of Governing Body of Applicant authorizing the filing of application with the ND Department of Environmental Quality for a loan under the Clean Water Act and/or the Safe Drinking Water Act.
24. Bid Advertisement for Project Nos. WA2508, WA2509, WA2510, WA2511, WA2512 and WA2513.
25. Reject and readvertise the bids for Project Nos. WA2504, WA2505 and WA2506.
26. Task Order No. 26-01 with Houston Engineering, Inc. in the amount of \$198,774.00 for Project No. WA2403.
27. Task Order No. 26-02 with Houston Engineering, Inc. in the amount of \$240,948.00 for Project No. WA2403.

28. Task Order No. 43 with AE2S, LLC in the amount of \$161,750.00 for Project No. WA2451.

29. Bills.

REGULAR AGENDA:

PUBLIC HEARINGS - 5:05 pm:

30. **PUBLIC HEARING** – CONTINUED to 3/30/26 - Application for a Class “GH” Alcoholic Beverage License for Moonrise Café LLC d/b/a Moonrise Café LLC to be located at 111 Broadway North; continued from the 2/2/26 Regular Meeting.
31. **PUBLIC HEARING** – CONTINUED to 3/30/26 - Application for a Class “VWB” Alcoholic Beverage License for Cellar 624, LLC d/b/a Cellar 624 to be located at 624 Main Avenue, Suite 5; continued from the 2/2/26 Regular Meeting.
32. **PUBLIC HEARING** – CONTINUED to 3/30/26 - Application for a Class “FA-RZ” Alcoholic Beverage License for Dakota Food Group LLC d/b/a Teddy’s to be located at 624 Main Avenue, Suite 4; continued from the 2/2/26 Regular Meeting.
33. **PUBLIC HEARING** – Mehl/First Addition (2506 35th Avenue South); approval recommended by the Planning Commission on 2/3/26:
 - a. Zoning Change from MR-3, Multi-Dwelling Residential to LC, Limited Commercial with a C-O, Conditional Overlay.
 - b. 1st reading of rezoning Ordinance.
34. **PUBLIC HEARING** – Renaissance Zone New Construction Project for Central at the Horizon, LP (Project 374-F) located at 11 12th Street North.

PUBLIC HEARING - 5:15 pm:

35. **PUBLIC HEARING** – Special Assessments for nuisance abatement fees.
36. Presentation by Gate City Bank of the 2026 Neighborhood Revitalization Initiative (NRI) Program.
37. Recommendation for appointment to the Civil Service Commission.
38. Applications for Property Tax Exemptions for Improvements Made to Buildings:
 - a. Jamie and Mary Alderman (5 years).
 - b. Richard and Lisa Osborne (5 years).
 - c. Stacy Belehar (5 years).
 - d. Jeremy Johnson (5 years).
 - e. Daniel and Nancy Hull (5 years).
 - f. Wayne and Kathleen Henjum (5 years).
39. Recommendation to grant a 60-day extension to the Human Rights Commission.
40. Recommendation regarding the proposed transition plan for the Native American Commission.
41. Receive and file an Ordinance Relating to Sale of Tobacco Products; Relating to Definitions; and Relating to Classification of Ordinance Violations.

42. Liaison Commissioner Assignment Updates.

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

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

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



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City Administration
225 4th Street North
Fargo, ND 58102

MEMORANDUM

TO: Fargo City Commission

FROM: Jim Gilmour, Director of Strategic Planning and Research 

DATE: February 20, 2026

SUBJECT: Letter of Support for Fettes Moving and Storage

The City of Fargo is a member of the North Dakota Opportunity Fund (NDOF) Consortium along with 37 other communities in North Dakota. This fund originated as part of the Small Business Jobs Act of 2010.

The fund provides loans and investments to small businesses and non-profit organizations that create and retain jobs. In order for an organization to receive support, the Consortium requires an endorsement letter from the City indicating support for the project and NDOF involvement in the financing. There is no City financial support included or required with the letter of support.

Fettes Moving and Storage is requesting a letter from the City of Fargo to support their application to the NDOF to finance the construction of the new building. Their request is attached which outlines their plans.

Recommended Motion

Provide a letter of support to Fettes Moving and Storage to obtain local match funds from the ND Opportunity Fund to provide match of the Bank of ND interest buy down program.

RML LLC dba FETTES MOVING & STORAGE
1830 4TH Ave. NW, BLDG B
West Fargo, ND 58078

January 15, 2026

Mr. Jim Gilmour
Strategic Planning Director
City of Fargo
225 4th St. N.
Fargo, ND 58102

Subject: Flex PACE Program letter of support for newly constructed building

Dear Mr. Gilmour:

RML LLC dba FETTES MOVING & STORAGE (formally Fettes Transportation Systems) has been in business for over 50 years, and we are currently operating in three locations in the City of West Fargo.

We are currently building a new location that will hopefully be our new home for 50+ years with generational continuance. The new facility will allow us to condense these three locations to one location located in the City of Fargo Industrial park at 5600 23rd Avenue North, Fargo ND under the name of 23 North LLC real estate holding company.

This new multimillion dollar facility located in the City of Fargo will provide the space needed to more efficiently operate our business and provide for increased employment for the local community. We are anticipating adding over 9 more employees for a total of over 22 employees.

We are requesting a letter of support from the City of Fargo so we can obtain the local match support for the Flex PACE Program from Lewis & Clark Development Group to assist with the Bank of North Dakota on our project for much needed support on our project.

We appreciate your consideration of this request.

Sincerely,



Robert M Lehr
President



City Administration
225 4th Street North
Fargo, ND 58102

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MEMORANDUM

TO: Fargo City Commission

FROM: Jim Gilmour, Director of Strategic Planning and Research 

DATE: February 20, 2026

SUBJECT: Appointment to the ND Opportunity Fund Loan Committee

John Machacek has been serving as an Alternate to the ND Opportunity Fund Loan Committee. He represents Fargo on this Committee.

Mr. Machacek has decided to step off this Committee and is recommending Rammie Olson, a Senior Business Banker at Gate City Bank to fill his position on this loan Committee.

Recommended Motion

Appoint Rammie Olson as an Alternate to the ND Opportunity Fund Loan Committee.



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ASSESSOR'S OFFICE

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

February 23, 2026

Board of City Commissioners
City Hall
Fargo, ND 58102

Dear Commissioners:

Attached is the Application for Abatement or Refund of Taxes #4639. The application is for a residence located at 2665 Meadow Creek Cir S. The application requests the following:

A reduction of the 2025 assessment from \$711,200 to \$331,800

The applicant has waived the city hearing.

We have provided information regarding the valuation of this property and the reasons for a value adjustment. With the information provided by the owner and our staff appraiser's review and based on the current conditions and issues of the property, we think a reduction is appropriate.

SUGGESTED MOTION:

#4639 – Approve the application and reduce the 2025 certified value to \$331,800 for 2665 Meadow Creek Cir S.

Sincerely,

Michael Splonskowski

Michael Splonskowski
Fargo City Assessor

Appeal of Property Tax Assessment City of Fargo Staff Report

General Appeal Information

Tax Year: 2025
Filed Via: Abatement #4639
Parcel Number: 01-1895-00201-000
Address: 2665 Meadow Creek Cir S
Owner Name: Jodi Depree
Appellant: Michael Depree
Requested Value: \$331,833

Subject Property



Property Type:	Single Family
Story Height:	2 Story
Year Built:	1993
Size (SF):	3,130 sf
Transaction History:	5/17/2019 - \$494,000
True and Full Value:	\$ 711,200 (\$ 227 / sf)

Appeal Summary

The 2025 value of this property has been appealed due being destroyed by fire in April of 2025. We have verified the fire and the subsequent removal of the house entirely, due to the extent of the damage.

City of Fargo Staff Analysis

The property was inspected in September as part of a recheck. The damage incurred by the fire was so great that the foundation had to be removed. A new house is under construction. The value request has been allocated to the month and is supported by our calculations.

Recommended Action:

Approve the value reduction to \$331,800 for the 2025 tax year.

Application For Abatement
Or Refund Of Taxes

Name of Applicant Michael Berne (on behalf of Jodi Berne)

County Auditor's File No. 4639

Date Application Was Filed With The County Auditor 2/12/2004

Date County Auditor Mailed Application to Township Clerk or City Auditor 2/12/2004
(must be within 60 calendar days of filing date)

County Auditor _____ Date _____

Year	Reduction in Taxable Valuation	Reduction in Taxes

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

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

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

Certification of County Auditor

County Auditor _____
Chairperson _____

Dated _____

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

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

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

Action by the Board of County Commissioners

Dated this _____ day of _____ City Auditor or Township Clerk _____

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

Recommendation of the Governing Body of the City or Township



**OFFICE OF THE
CITY ATTORNEY**

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SERKLAND LAW FIRM

10 Roberts Street North
Fargo, ND 58102

Phone: 701.232.8957 | Fax: 701.237.4049

CITY ATTORNEY
Ian R. McLean

ASSISTANT CITY ATTORNEYS

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

February 26, 2026

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

RE: Dangerous Building located at 1544 3rd Avenue South, Fargo, North Dakota

Dear Commissioners,

Enclosed for your review and consideration is the proposed Amendment to the Findings of Fact and Conclusions and Order regarding the dangerous building at 1544 3rd Avenue South.

The property owner requested a sixty (60) day extension of time to complete rehabilitation of the building. The Board approved this request at its February 2, 2026, meeting, extending the deadline for repairs to March 27, 2026. As such, the City Attorney's Office was directed to prepare the appropriate amendment to the original Findings of Fact, Conclusions and Order.

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

Sincerely,

Alissa R. Farol Czapiewski
Assistant City Attorney

Enclosure

cc: Shawn Ouradnik, Inspections Department

AMENDMENT TO
THE FINDINGS OF FACT, CONCLUSIONS AND ORDER

This **AMENDMENT**, by Agreement by and between the **CITY OF FARGO** (“City”), a North Dakota municipal corporation, whose address is 225 4th Street North, Fargo, North Dakota, 58102, and **DANIEL WAHL** (“Wahl”), owner of the property located at 1544 3rd Avenue South, Fargo, ND 58103, legally described as Lot Eleven (11), Block Two (2), Case, Peake, and Hall Addition (“Subject Property”), hereby amends the Findings of Fact, Conclusions and Order of the Board of City Commissioners of the City of Fargo (“Board”) approved December 8, 2025, a copy of which is attached hereto and made a part hereof, as Exhibit 1.

WHEREAS, on November 24, 2025, a hearing was held before the Board regarding Subject Property, and at said hearing the Board declared Subject Property to be a “dangerous building” and ordered its demolition or repair on or before January 26, 2026; and

WHEREAS, Wahl obtained a permit on January 2, 2026, to complete the structural and exterior repairs, but was unable to complete all necessary work by January 26, 2026, due to several winter weather events; and

WHEREAS, Wahl sought a sixty (60) day extension of time to complete those repairs, necessitating an Amendment to the Findings; and

WHEREAS, the Board considered and approved this request on February 2, 2026; and

WHEREAS, the Inspection Department Director recommends the Board approve this Agreement and Amendment to the Findings to detail the work to be completed, and an appropriate timeline to rehabilitate Subject Property and remove the dangerous building designation.

NOW, THEREFORE, in consideration of the mutual promises, terms, covenants, and conditions stated herein, the parties agree as follows:

1. Wahl agrees and understands that proper permits must be secured from the City prior to any work being completed on Subject Property requiring such permits, and Wahl agrees to arrange for the proper and necessary inspections prior to any work being covered or enclosed in any way.

2. Wahl agrees and understands that if work is not completed on or before March 27, 2026, the extension of the dangerous building designation is withdrawn and the City may proceed with the demolition of Subject Property, any time after March 27, 2026, with or without notice to Wahl. Wahl further agrees and understands that any costs associated with the demolition of Subject Property shall be assessed against the property for collection by City.

3. Wahl agrees and understands that the dangerous building designation shall remain until such time as the Inspections Director determines that such designation is no longer necessary, based on the amount of rehabilitation completed.

4. Provided the structural and exterior repairs are completed and accepted in a timely manner, Wahl shall be permitted to complete additional rehabilitation of Subject Property with proper permits and inspections. Wahl understands and agrees that all construction work to Subject Property necessary to remedy the conditions found making this property a dangerous building must

be completed on or before March 27, 2026.

5. Wahl waives any and all claims, known or unknown, against the City, in exchange for the extension and opportunity to rehabilitate Subject Property which has legally been determined to be a dangerous building by the Board.

6. City agrees and understands it shall forego any further enforcement actions related to the dangerous building designation in accordance with the terms of this Agreement and Amendment.

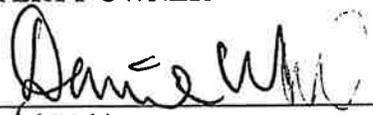
7. All other terms and conditions of the Findings, Conclusion and Order shall remain in full force and effect.

8. The parties understand and agree that this Agreement an Amendment to Findings, Conclusion and Order may be recorded.

(Remainder of Page Intentionally Blank)

DATED this 17 day of February, 2026.

PROPERTY OWNER

By 

Daniel Wahl

DATED this ____ day of March, 2026.

CITY OF FARGO,
a North Dakota municipal corporation

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

ATTEST:

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

EXHIBIT 1

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

Property Address: 1544 3rd Avenue South, Fargo, North Dakota

Property Owner: Daniel Wahl

A hearing was held before the Board of City Commissioners of the City of Fargo on the 24th day of November, 2025 regarding the property located at 1544 3rd 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 Daniel Wahl along with Randy Wagner of Van Raden Properties additionally appeared and provided testimony.

The Board heard the testimony offered by the Inspections Director, Daniel Wahl, and Randy Wagner, considered the reports, evidence, and other information presented, and hereby makes the following Findings of Fact:

FINDINGS OF FACT

1. That Daniel Wahl (hereinafter "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 Eleven (11), Block Two (2), Case, Peake, and Hall Addition to the city of Fargo

Street address: 1544 3rd Avenue South, Fargo, North Dakota, 58103

(hereinafter "Subject Property").

2. That Property Owner obtained several permits from the Inspection Department in connection with Subject Property. After the city of Fargo issued the initial Notice of Dangerous Building on July 18, 2024, Property Owner secured a permit on July 29, 2024 (Permit 2407-1558-REN) to conduct interior demolition of fire-damaged areas. On April 2, 2025, Property Owner obtained a second permit (Permit 2504-0049-REN) to repair the fire damage with truss engineering.

EXHIBIT 1

An inspection conducted on September 29, 2025, confirmed that no substantial work had been completed under this permit, and the permit subsequently expired on October 28, 2025.

3. That on March 13, 2025, Laura Langdahl, Code Enforcement Inspector for the city of Fargo, inspected Subject Property and found the building, consisting of a two-story, wood-framed house structure, to be a dangerous building 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 building is unsafe and dangerous in the following respects: (a) extensive damage from interior fire on the exterior of both the upper and main levels; (b) numerous broken windows (boarded up); (c) unsecured doors; (d) siding shows signs of fire damage and is completely missing in other areas; and (e) outstanding junk and garbage violations with possible vermin harborage.

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 March 13, 2025, 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 March 18, 2025, 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.

EXHIBIT 1

CONCLUSIONS AND ORDER

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

1. That the building located at 1544 3rd Avenue South, Fargo, North Dakota 58103, is hereby found to be a “dangerous building.”
2. That the owner or anyone claiming to have an ownership interest in said building has not sufficiently presented cause why the “dangerous building” should not be demolished.
3. That despite being ordered that the building 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 building has failed to do so.

IT IS HEREBY ORDERED that Property Owner Daniel Wahl, 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 1544 3rd Avenue South, Fargo, North Dakota by January 23, 2026.

It is further ordered that if the Property Owner fails to complete all necessary repairs or demolish said “dangerous building,” the City Auditor, Building Inspector, and City Attorney are directed to act on behalf of the city of Fargo to cause the “dangerous building” 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 8 day of December, 2025.

BOARD of CITY COMMISSIONERS of the
CITY OF FARGO,
a North Dakota Municipal Corporation

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

ATTEST:


Angie Bear, Deputy City Auditor

EXHIBIT 1

NOTICE OF ENTRY OF ORDER

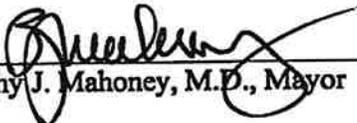
TO: DANIEL WAHL AND ALL OTHER PERSONS HAVING INTEREST IN THIS PROPERTY

RE: PROPERTY AT 1544 3rd 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 building" on Subject Property may be demolished by the city of Fargo at any time on or after January 23, 2026.

DATED this 8 day of December, 2025.

BOARD OF CITY COMMISSIONERS
CITY OF FARGO, a North Dakota Municipal Corporation

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

ATTEST:


Angie Bear, Deputy City Auditor



**AUDITOR'S
OFFICE**

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

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MEMORANDUM

TO: BOARD OF CITY COMMISSIONERS

FROM: AUDITOR'S OFFICE

DATE: MARCH 2, 2026

SUBJECT: GAMING SITE AUTHORIZATIONS

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

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



GAMING SITE AUTHORIZATION
 ND OFFICE OF ATTORNEY GENERAL
 SFN 17996 (2-2023)

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

Full, Legal Name of Gaming Organization
METRO SPORTS FOUNDATION

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

Name of Location
SCHEELS ARENA

Street 5225 31ST AVE S	City FARGO	ZIP Code 58103	County CASS
----------------------------------	----------------------	--------------------------	-----------------------

Beginning Date(s) Authorized 7/1/2026	Ending Date(s) Authorized 6/30/2027	Number of Twenty-One tables, if zero, enter "0" 0
---	---	---

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

If conducting Raffle or Poker activity provide date(s) or month(s) of the event(s) if known
FARGO FORCE GAME AND ANY OTHER UNSCHEDULED RAFLES DRAWINGS DETERMINED BY MSF

RESTRICTIONS FOR CITY/COUNTY USE ONLY

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

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

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

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

APPROVALS

Attorney General	Date
Signature of City/County Official	Date
PRINT Name and official position of person signing on behalf of city/county above	

INSTRUCTIONS:

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

RETURN ALL DOCUMENTS TO:

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



GAMING SITE AUTHORIZATION
 ND OFFICE OF ATTORNEY GENERAL
 SFN 17996 (2-2023)

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

Full, Legal Name of Gaming Organization

METRO SPORTS FOUNDATION

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

Name of Location

SCHEELS ARENA

Street

5225 31ST AVE S

City

FARGO

ZIP Code

58103

County

CASS

Beginning Date(s) Authorized

7/1/2026

Ending Date(s) Authorized

6/30/2027

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

0

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

LOBBY OF ARENA

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

FARGO FORCE GAME AND ANY OTHER UNSCHEDULED RAFLES DRAWINGS DETERMINED BY MSF

RESTRICTIONS FOR CITY/COUNTY USE ONLY

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

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

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

Days of week of gaming operations (if restricted)

Hours of gaming (if restricted)

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

APPROVALS

Attorney General

Date

Signature of City/County Official

Date

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

INSTRUCTIONS:

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

RETURN ALL DOCUMENTS TO:

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



GAMING SITE AUTHORIZATION
 ND OFFICE OF ATTORNEY GENERAL
 SFN 17996 (2-2023)

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

Full, Legal Name of Gaming Organization

METRO SPORTS FOUNDATION

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

Name of Location

SCHEELS ARENA

Street

5225 31ST AVE S

City

FARGO

ZIP Code

58103

County

CASS

Beginning Date(s) Authorized

7/1/2026

Ending Date(s) Authorized

6/30/2027

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

0

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

LOBBY OF ARENA

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

FARGO FORCE GAME AND ANY OTHER UNSCHEDULED RAFLES DRAWINGS DETERMINED BY MSF

RESTRICTIONS FOR CITY/COUNTY USE ONLY

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

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

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

Days of week of gaming operations (if restricted)

Hours of gaming (if restricted)

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

APPROVALS

Attorney General

Date

Signature of City/County Official

Date

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

INSTRUCTIONS:

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

RETURN ALL DOCUMENTS TO:

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



**AUDITOR'S
OFFICE**



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

MEMORANDUM

TO: BOARD OF CITY COMMISSIONERS

FROM: AUDITOR'S OFFICE

DATE: MARCH 2, 2026

SUBJECT: GAMES OF CHANCE APPLICATIONS

Please find attached the Applications for Games of Chance.

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



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



Applying for (check one)

Local Permit Restricted Event Permit*

Games to be conducted

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

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

ORGANIZATION INFO

Name of Organization or Group Cass County Soil Conservation District		Dates of Activity (Does not include dates for the sales of tickets) March 19, 2026	
Organization or Group Contact Person Jeffrey Miller	E-mail jeffrey.d.miller@nd.nacdnet.net	Telephone Number 701-219-7158	
Business Address 1665 43rd St S, Ste 103	City Fargo	State ND	ZIP Code 58103
Mailing Address (if different) 1665 43rd St S, Ste 103	City Fargo	State ND	ZIP Code 58103

SITE INFO

Site Name The Black Pines	County Cass
Site Physical Address 4487 165th Ave SE	City Davenport
	State ND
	ZIP Code 58021

Provide the exact date(s) & frequency of each event & type (Ex. Bingo every Friday 10/1-12/31, Raffle - 10/30, 11/30, 12/31, etc.)
March 19, 2026

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

Game Type	Description of Prize	Exact Retail Value of Prize
Raffle	Butcher shop meats: variety	225
Raffle	Seafood shop: variety pack	230
Raffle	Wine basket: 5 bottles	125
<i>* see page 2</i>		Total (limit \$50,000 per year) \$ 580.00

ADDITIONAL REQUIRED INFORMATION

Intended Uses of Gaming Proceeds
proceeds go back into the event program + 330
900.00 total

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

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

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

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

Printed Name of Organization Group's Permit Organizer Jeffrey Miller	Telephone Number 701-219-7158	E-mail Address jeffrey.d.miller@nd.nacdnet.net
Signature of Organization Group's Permit Organizer 	Title Director	Date 2/25/2026



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

Applying for (check one)
 Local Permit Restricted Event Permit*
 Games to be conducted Raffle by a Political or Legislative District Party
 Bingo Raffle Raffle Board Calendar Raffle Sports Pool Poker* Twenty-One* Paddlewheels*

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

ORGANIZATION INFO

Name of Organization or Group F-M Walleyes Unlimited, Inc.		Dates of Activity (Does not include dates for the sales of tickets) April 23, 2026	
Organization or Group Contact Person Richard Mohan	E-mail rgmohan1@outlook.com	Telephone Number 701-840-7792	
Business Address	City	State	ZIP Code
Mailing Address (if different) PO Box 1017	City Moorhead	State MN	ZIP Code 56561-1017

SITE INFO

Site Name Ramada by Wyndam Fargo	County Cass
Site Physical Address 3333 13th Ave S	City Fargo
	State ND
	ZIP Code 58103

Provide the exact date(s) & frequency of each event & type (Ex. Bingo every Friday 10/1-12/31, Raffle - 10/30, 11/30, 12/31, etc.)
F-M Walleyes Unlimited 2026 Annual Banquet, April 16, 2026.

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

Game Type	Description of Prize	Exact Retail Value of Prize
Raffle	Garmin Livescope Plus Lithium-ion Ice Fishing Bundle	3299.99
	Total (limit \$50,000 per year)	\$

ADDITIONAL REQUIRED INFORMATION

Intended Uses of Gaming Proceeds

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

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

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

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

Printed Name of Organization Group's Permit Organizer Richard Mohan	Telephone Number 701-840-7792	E-mail Address rgmohan1@outlook.com
Signature of Organization Group's Permit Organizer 	Title Treasurer	Date February 10, 2026



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

Applying for (check one)
 Local Permit Restricted Event Permit*

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

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

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

ORGANIZATION INFO

Name of Organization or Group <i>Fargo Area Sports / Fargo Dugout Boosters</i>		Dates of Activity (Does not include dates for the sales of tickets) <i>3/28/26</i>	
Organization or Group Contact Person <i>Zach Frazier</i>	E-mail <i>zach@fargoareasports.com</i>	Telephone Number <i>701-232-9225</i>	
Business Address <i>1892 17th Ave. S</i>	City <i>Fargo</i>	State <i>ND</i>	ZIP Code <i>58103</i>
Mailing Address (if different)	City	State	ZIP Code

SITE INFO

Site Name <i>The Bowler</i>	County <i>Cass</i>
Site Physical Address <i>2630 S University Dr</i>	City <i>Fargo</i>
	State <i>ND</i>
	ZIP Code <i>58103</i>

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

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

Game Type	Description of Prize	Exact Retail Value of Prize
<i>Raffle Board</i>	<i>50/50 prize money for half the amount</i>	<i>\$ 1000</i>
<i>Silent auction</i>	<i>wornhole board, grill, gift basket</i>	<i>\$ 1500</i>
Total (limit \$40,000 per year)		<i>\$ 2500</i>

ADDITIONAL REQUIRED INFORMATION

Intended Uses of Gaming Proceeds *Scholarships, facility improvements*

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

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

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

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

Printed Name of Organization Group's Permit Organizer <i>Zach Frazier</i>	Telephone Number <i>701-232-9225</i>	E-mail Address <i>zach@fargoareasports.com</i>
Signature of Organization Group's Permit Organizer <i>Zach Frazier</i>	Title <i>Vice Chair/Director of Baseball</i>	Date <i>2/23/26</i>



APPLICATION FOR A LOCAL PERMIT OR RESTRICTED EVENT PERMIT

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



Applying for (check one)

Local Permit Restricted Event Permit*

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

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

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

ORGANIZATION INFO

Name of Organization or Group Make-A-Wish North Dakota		Dates of Activity (Does not include dates for the sales of tickets) March 28, 2026	
Organization or Group Contact Person Abby Crowley	E-mail acrowley@northdakota.wish.org	Telephone Number 701-280-9474	
Business Address 4143 26th Ave S Ste 104	City Fargo	State ND	ZIP Code 58104
Mailing Address (if different)	City	State	ZIP Code

SITE INFO

Site Name Delta Hotels Fargo		County Cass	
Site Physical Address 1635 42nd St SW	City Fargo	State ND	ZIP Code 58103

Provide the exact date(s) & frequency of each event & type (Ex. Bingo every Friday 10/1-12/31, Raffle - 10/30, 11/30, 12/31, etc.)
Raffle - Saturday March 28th (One Night Only)

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

Game Type	Description of Prize	Exact Retail Value of Prize
Raffle	\$100 for 3 Tickets - Option of 5 Prizes	\$5000
		Total for 5 Prizes
Total (limit \$50,000 per year)		\$ 5,000

ADDITIONAL REQUIRED INFORMATION

Intended Uses of Gaming Proceeds
To help grant wishes for children with critical illnesses in North Dakota.

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

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

Has the organization or group received a local permit from an city or county for the fiscal year July 1 - June 30 (If yes, indicate the total retail value of all prizes previously awarded)
 No Yes - Total Retail Value: **1500** (This amount is part of the total prize limit for \$50,000 per fiscal year)

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

Printed Name of Organization Group's Permit Organizer Abby Crowley	Telephone Number 701-280-9474	E-mail Address acrowley@northdakota.wish.org
Signature of Organization Group's Permit Organizer <i>Abby Crowley</i>	Title Finance and Development Coordinator	Date 2-24-26



Page 32 APPLICATION FOR A LOCAL PERMIT OR RESTRICTED EVENT PERMIT

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



Applying for (check one)

Local Permit Restricted Event Permit*

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

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

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

ORGANIZATION INFO

Name of Organization or Group Sigma Alpha Professional Agriculture Sorority		Dates of Activity (Does not include dates for the sales of tickets) 3/16/2026-3/21/2026	
Organization or Group Contact Person Isabelle Simonson	E-mail	Telephone Number 701-426-7161	
Business Address PO Box 6050 Dept. 2873	City Fargo	State ND	ZIP Code 58108
Mailing Address (if different)	City	State	ZIP Code

SITE INFO

Site Name Avalon Event Center	County Cass
Site Physical Address 2525 9th Ave S	City Fargo
	State ND
	ZIP Code 58103
Provide the exact date(s) & frequency of each event & type (Ex. Bingo every Friday 10/1-12/31, Raffle - 10/30, 11/30, 12/31, etc.) Raffle 3/16, 3/17, 3/18, 3/19, 3/20, 3/21	

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

Game Type	Description of Prize	Exact Retail Value of Prize
Calendar Raffle	Cash Prize of \$100	\$100
Calendar Raffle	Cash Prize of \$100	\$100
Calendar Raffle	Cash Prize of \$250	\$250
Total (limit \$50,000 per year)		\$ 625

ADDITIONAL REQUIRED INFORMATION

Intended Uses of Gaming Proceeds
The funds will be used for various budget items such as chapter trips, events, and fellowships.

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

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

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

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

Printed Name of Organization Group's Permit Organizer Isabelle Simonson	Telephone Number 701-426-7161	E-mail Address ndsu.sigma.alpha.fundraising@gmail.com
Signature of Organization Group's Permit Organizer 	Title Chapter Fundraising Chair	Date 2/13/2026



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

Applying for (check one)
 Local Permit Restricted Event Permit*

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

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

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

ORGANIZATION INFO

Name of Organization or Group St. Mary's Cathedral		Dates of Activity (Does not include dates for the sales of tickets) May 2-3, 2026	
Organization or Group Contact Person Lynette Noyszewska	E-mail cathedral@fargodiocese.org	Telephone Number 701-235-4289	
Business Address 619 7th St N	City Fargo	State ND	ZIP Code 58102
Mailing Address (if different)	City	State	ZIP Code

SITE INFO

Site Name St. Mary's Cathedral	County Cass
Site Physical Address 604 Broadway N	City Fargo
	State ND
	ZIP Code 58102

Provide the exact date(s) & frequency of each event & type (Ex. Bingo every Friday 10/1-12/31, Raffle - 10/30, 11/30, 12/31, etc.)
Raffle drawing on Sunday, May 3, 2026, at 1:30 pm.

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

Game Type	Description of Prize	Exact Retail Value of Prize
Raffle	cash prizes	\$3,500
Raffle	meat gift card	\$250
Raffle	grocery gift card	\$250
Total (limit \$50,000 per year)		\$ 4000

ADDITIONAL REQUIRED INFORMATION

Intended Uses of Gaming Proceeds
Sunday bus for elderly. Religious education

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

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

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

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

Printed Name of Organization Group's Permit Organizer Lynette Noyszewska	Telephone Number 701-235-4289	E-mail Address cathedral@fargodiocese.org
Signature of Organization Group's Permit Organizer <i>Lynette Noyszewska</i>	Title Parish Life and Evangelization Coordinator	Date 2-17-26

7

PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

Project No. MS-25-B0

Type: Contract Amendment #1

Location: Traffic Study - Citywide

Date of Hearing: 2/23/2026

<u>Routing</u>	<u>Date</u>
City Commission	<u>3/2/2026</u>
PWPEC File	<u>X</u>
Project File	<u>Jeremy Gorden</u>

The Committee reviewed the accompanying correspondence from Division Engineer, Jeremy Gorden, regarding Contract Amendment #1 in the amount of \$8,963.50 (\$2,987.83 for the City of Fargo's share), for additional work.

Staff is recommending approval of Contract Amendment #1 in the amount of \$8,963.50 (\$2,987.83 for the City of Fargo's share), bringing the total contract amount to \$53,963.50.

On a motion by Ben Dow, seconded by Susan Thompson, the Committee voted to recommend approval of Contract Amendment #1 to Bolton & Menk.

RECOMMENDED MOTION

Concur with the recommendations of PWPEC and approve Contract Amendment #1 in the amount of \$8,963.50 (\$2,987.83 for the City of Fargo's share), bringing the total contract amount to \$53,963.50 to Bolton & Menk.

PROJECT FINANCING INFORMATION:

Recommended source of funding for project: Sales Tax

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

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

COMMITTEE

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

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

ATTEST:

C: Kristi Olson


 Tom Knakmuhs, P.E.
 City Engineer

Memorandum

To: Members of PWPEC

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

Date: February 19, 2026

Re: Project No. MS-25-B0 - Contract Amendment #1 with City of West Fargo
For Consultant Assistance with SMART Grant Application
For Planning Regional Transportation Management Center

Background:

Back in 2024 we entered into an Memorandum of Understanding (MOU) with the Cities of West Fargo and Moorhead to apply for a US DOT Grant; a SMART Grant to be specific. The acronym stands for Strengthening Mobility and Revolutionizing Transportation. The City of West Fargo took the lead and procured Bolton and Menk to complete the application for us. It was submitted in the summer of 2024. Each of the three Cities were to equally split an estimated cost of \$45,000 for the work.

After we were notified from the US DOT that we were successful with the grant, West Fargo requested Bolton and Menk to aid us with work necessary to go into the Agreement that was to happen between the US DOT and us. There were a number of meetings and do outs as part of this work. The total cost incurred was in the amount of \$8,963.50, with each City being responsible for \$2,987.83.

I have attached the original MOU for your information.

Recommended Motion:

I recommend concurring with the City of West Fargo's approval of Contract Amendment #1, with our share being \$2,987.83.

JMG/klb
Attachment

MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING (the "MOU") is made and entered into this 10th day of MAY, 2024 (the "Effective Date"), by and between the city of Fargo, North Dakota, a municipal corporation (hereinafter referred to as "Fargo"), the city of Moorhead, Minnesota, a municipal corporation (hereinafter referred to as "Moorhead") and the city of West Fargo, North Dakota, a municipal corporation (hereinafter referred to as "West Fargo") (collectively, the "Parties").

WHEREAS, West Fargo will be contracting a consultant to study a Transportation Management Center and create grant application materials; and

WHEREAS, Fargo, Moorhead, and West Fargo have an interest the creation of a Transportation Management Center; and

WHEREAS, Fargo, Moorhead, and West Fargo agree that coordination of the entities' planning efforts will foster efficiency and will likely result in cost savings for all cities; and

WHEREAS, the parties have agreed on a cost-sharing basis for this project and wish to commit their agreement to writing.

NOW, THEREFORE, it is hereby agreed upon between the parties as follows:

1. **Purpose.** This MOU is made pursuant to N.D.C.C. § 54-40-1(2), which authorizes the joint and cooperative exercise of power common to the contracting parties regarding road, bridge and related traffic equipment. The intent of this MOU is to increase efficiencies with respect to the oversight of the Project, and to prevent delays with respect to the scheduling of work for the Project. This MOU does not create a separate political subdivision.
2. **Term.** The term of this MOU is for approximately two (2) years commencing on the Effective Date of this MOU and ending July 1, 2026 (hereinafter the "Original Term").
3. **The Project.** West Fargo will hire a consultant to complete a study and provide grant application materials for a federal no-match grant for planning dollars for a region wide Transportation Management Center. The study will be a continuation of a previous study from Upper Great Plains Transportation Institute and consultant will be tasked with creating materials for the grant application. Fargo and Moorhead will reimburse West Fargo for the Project as described in this MOU.
4. **Lead on the Project.** West Fargo will act as the lead on this project and will be the entity that signs a contract with the consultant and will be responsible for direct communication.
5. **Cost Share.** All parties will equally split expenses for the Project. West Fargo will invoice Fargo and Moorhead for the Project. The maximum cost of the Project is estimated to be \$45,000. Each party is responsible for up to \$15,000.
6. **Cooperation.** The parties will execute other reasonable documents and agreements as necessary to accomplish the objectives of this MOU.

conditions set forth herein, and that no modification of this MOU and no waiver of any of its terms and conditions will be effective unless in writing and duly executed by the parties.

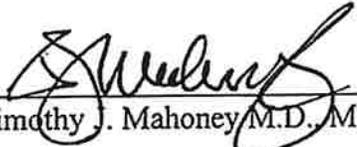
11. Amendments. No amendment, modification, or waiver of any condition, provision or term will be valid or of any effect unless made in writing signed by the party or parties to be bound, or a duly authorized representative, and specifying with particularity the extent and nature of such amendment, modification or waiver.
12. No Forbearance. The failure or delay of any Party to insist on the performance of any of the terms of this MOU, or the waiver of any breach of any of the terms of this MOU, will not be construed as a waiver of those terms, and those terms will continue and remain in full force and effect as if no forbearance or waiver had occurred and will not affect the validity of this MOU, or the right to enforce each and every term of this MOU.
13. Remedies. Except as expressly and specifically stated otherwise, nothing herein will limit the remedies and rights of the parties under and pursuant to this MOU.
14. Binding Effect. All covenants, agreements, warranties and provisions of this MOU will be binding upon and inure to the benefit of the parties and their respective representatives, successors and assigns.
15. Governing Law. This MOU has been made and entered into under the laws of the State of North Dakota, and said laws will control its interpretation. Any litigation arising out of this MOU will be venued in State District Court in Cass County, North Dakota, and the parties waive any objection to venue or personal jurisdiction.
16. Rules of Construction. The parties acknowledge that they have had the opportunity to review this MOU, and that they have an equal bargaining position in this transaction. No rule of construction that would cause any ambiguity in any provision to be construed against the drafter of this document will be operative against any Party to this MOU.
17. Representation. The parties, having been represented by counsel or having waived the right to counsel, have carefully read and understand the contents of this MOU, and agree they have not been influenced by any representations or statements made by any other parties.
18. Headings. Headings in this MOU are for convenience only and will not be used to interpret or construe its provisions.
19. Severability. In the event that any term, part, or provision of this MOU is held to be invalid or unenforceable, all other terms, parts, and provisions will nevertheless continue to be valid and enforceable with the invalid or unenforceable term, part, or provision severed from the remainder of this MOU.
20. Government Immunity. The Parties to this MOU are all political subdivisions and by entering into this MOU the Parties do not waive any governmental immunity or limitations of liability by entering into this MOU and specifically retain all immunities and defenses as set forth in N.D.C.C. § 32-12.1-03 and/or Minn. Stat. § 466.04 and all other applicable law. Nothing herein shall be deemed a waiver of by any Party of the limits of the liability set forth in N.D.C.C. § 32-12.1-03 and/or Minn. Stat. § 466.04. Designations of venue,

choice of law, enforcement actions, and similar provisions should not be construed as a waiver of governmental immunity.

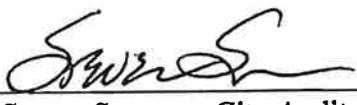
21. Execution in Counterparts: Electronic Signatures. This MOU may be executed in two or more counterparts, each of which together shall be deemed an original, but all of which together shall constitute one and the same instrument. In the event that any signature is delivered by facsimile transmission or by e-mail delivery of a “.pdf” format data file, such signature shall create a valid and binding obligation of the Party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or “.pdf” signature page was an original thereof.

[Signatures contained on the following pages.]

CITY OF FARGO, NORTH DAKOTA

BY: 

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

BY: 

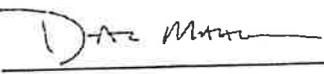
Steven Sprague, City Auditor

[Signatures continued on the following page.]

CITY OF MOORHEAD, MINNESOTA

BY: 

Shelly Carlson, Mayor

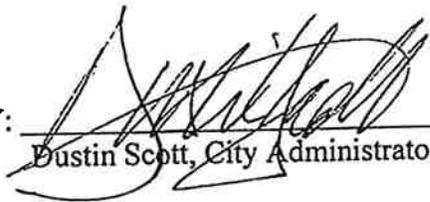
BY: 

Dan Mahli, City Manager

[Signatures continued on the following page.]

CITY OF WEST FARGO, NORTH DAKOTA

BY: 
Bernie Dardis, President of the Board of City
Commissioners

BY: 
Dustin Scott, City Administrator

REPORT OF ACTION

PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

8

Project No. QN-23-B0

Type: Contract Amendment #2

Location: 40th Ave S Pedestrian Bridge

Date of Hearing: 2/23/2026

Routing

City Commission
PWPEC File
Project File

Date
3/2/2026
X
Jeremy Gorden

The Committee reviewed the accompanying correspondence from Division Engineer, Jeremy Gorden, regarding Contract Amendment #2 in the amount of \$70,000.00 (\$35,000.00 for the City of Fargo's share), for additional work.

Staff is recommending approval of Contract Amendment #2 in the amount of \$70,000.00 (\$35,000.00 for the City of Fargo's share), bringing the total contract amount to \$618,000.00.

On a motion by Ben Dow, seconded by Susan Thompson, the Committee voted to recommend approval of Contract Amendment #2 to Houston Engineering.

RECOMMENDED MOTION

Concur with the recommendations of PWPEC and approve Contract Amendment #2 in the amount of \$70,000.00 (\$35,000.00 for the City of Fargo's share), bringing the total contract amount to \$618,000.00 to Houston Engineering.

PROJECT FINANCING INFORMATION:

Recommended source of funding for project: _____ Sales Tax _____

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

Yes No

N/A

N/A

N/A

COMMITTEE

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

ATTEST:

C: Kristi Olson


Tom Knakmuhs, P.E.
City Engineer

Memorandum

To: Members of PWPEC

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

Date: February 19, 2026

Re: Concur with City of Moorhead on Approval of Contract Amendment #2 for Engineering Services
City of Fargo Project QN-23-B0
40th Avenue South Pedestrian Bridge over the Red River

Background:

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

This contract amendment is necessary to address out of scope work associated with the final design for this project. Items include additional structural and geotechnical investigation, easement legal descriptions, trail lighting design, and trail alignment revisions. This contract amendment is for \$70,000, with us and Moorhead splitting the cost at \$35,000 each.

Houston Engineering's contract to date is \$548,000, this amendment of \$70,000 will bring the total to \$618,000, with each City contributing \$309,000.

I recommend approval of this work.

Recommended Motion:

Concur with City of Moorhead on Approval of Contract Amendment #2 for Houston Engineering for additional out of scope design services for this project.

JMG/klb
Attachment



Task Order No.	24-12
Amendment No.	2

Task Order

In accordance with paragraph 5 of the Master Agreement for Professional Services between Owner and Consultant for the years 2023-2027, Owner and Consultant are executing this Task Order. Execution of this Task Order by Owner and Consultant shall make it subject to the terms and conditions of the Agreement, which Agreement is incorporated by reference. Services to be completed by the Consultant are as specified in the proposal included as Attachment A of this Task Order. Owner shall have those responsibilities set forth in the Agreement.

1. Project Data

Title	<i>Red River Pedestrian Bridge Final Design</i>
City Eng. No.	<i>22-13-04</i>
Description	<i>Red River Pedestrian Bridge Final Design</i>

2. Payments to Consultant

	Estimated Authorized Budget
Original Budget or Previously Amended Budget (if applicable)	\$420,000.00
Budget Authorization for this Amendment (if applicable)	\$70,000.00
Contingency, upon written authorization	\$
Total	\$490,000.00

Compensation Method	
Hourly Plus Reimbursable Expenses	X
Cost Plus Fixed Fee	
Lump Sum	
Fees for Services Performed According to Fee Schedule (e.g. testing)	
Other (describe):	

Invoices	
Invoices under this Task Order must be submitted via e-mail to:	<i>Tom.Trowbridge@moorheadmn.gov</i>
City Account Number:	<i>GL: 401-430-00-43100-P12213040430</i>

3. Subconsultants (if applicable)

Subconsultant	Brief Description of Scope
<i>N/A</i>	

4. Attachments

Attachment	Description
A	<i>HEI Proposal 6019 0141</i>
B	<i>Resolution 2026-0126-C</i>
C	
D	

5. Documents Incorporated By Reference (if applicable)

Document

6. Dates

Effective Date	<i>1/28/2026</i>
Estimated Completion Date	<i>12/31/2026</i>

7. Authorization

	OWNER	CONSULTANT
	Budget Authorization	
Name	Tom Trowbridge	
Title	City Engineer	
Date	Tom Digitally signed by Tom Trowbridge	
Signature	Trowbridge Date: 2026.01.30 09:17:21 -06'00'	
Task Order Authorization		
Name	Tom Trowbridge	Michael P. Love, PE
Title	City Engineer	Senior Civil Engineer-Principal
Date	Tom Digitally signed by Tom Trowbridge	1/29/2026
Signature	Trowbridge Date: 2026.01.30 09:17:53 -06'00'	<i>Michael P Love</i>
Designated Representative for this Task Order		
Name	Tom Trowbridge	Michael P. Love, PE
Title	City Engineer	Senior Civil Engineer-Principal
e-mail address	Tom.Trowbridge@moorheadmn.gov	mlove@houstoneng.com
Phone	218-299-5395	701-237-5065



January 9, 2026

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

**Subject: Task Order 24 Amendment No. 2 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. 2 for additional engineering services associated with the Red River Pedestrian Bridge project. These services were necessary to address site conditions, right-of-way requirements, and design refinements identified during Task 9 – Final Bridge and Trail Design. The additional scope and associated budget request are outlined below.

PROPOSED TASK ORDER AMENDMENT SCOPE

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

1. Additional Geotechnical Investigation – An additional soil boring was completed by our geotechnical subconsultant at the bridge site to further evaluate subsurface conditions encountered during foundation design. The work included field drilling, laboratory testing, and interpretation of results to support final foundation recommendations.

Estimated Fee \$10,000

2. Temporary Easement Legal Descriptions (WDAY Property) – Additional survey and legal services were completed to prepare two temporary construction easement legal descriptions and exhibits for the WDAY property to support construction access and construction staging requirements.

Estimated Fee \$2,500

3. Revisions to Permanent Acquisition (Johnson Parcel) – Revisions were made to the legal description and exhibit for the acquisition of a portion of the Johnson parcel to include a larger portion at the landowner’s request. An additional exhibit and description were



Tom Trowbridge, PE
January 9, 2026
Page 2

requested to satisfy City and County requirements prior to recording.

Estimated Fee \$2,500

4. Additional Structural and Geotechnical Analysis – Additional structural and geotechnical engineering analysis was completed to evaluate bridge foundation performance considering potential movement of riverbank soils to satisfy State Aid Bridge review requirements. This work included coordination between disciplines and refinement of foundation design to address comments received from State agencies following the 30% design submittal.

Estimated Fee \$40,000

5. Trail Lighting Design – Additional design services were completed to develop trail lighting improvements, including coordination with Trollwood Performing Art School, lighting layout, coordination with project aesthetics, and incorporation into the final trail plans.

Estimated Fee \$5,000

6. Trail Alignment Revisions – Additional design services were completed to modify the trail alignment through the Trollwood property. Redesign of the trail layout, grading, and lighting layout were completed to accommodate the new alignment. Revisions to the previously submitted cultural resources documentation and additional agency coordination were also required for the new alignment.

Estimated Fee \$10,000

PROPOSED FEE

Our estimated fee for this task order amendment is **\$70,000**. This work will be billed hourly based on the actual staff completing the work and in accordance with the Master Agreement for Professional Services between Owner and Consultant of Engineering Consultation Services, dated February 13, 2023.

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

Sincerely,

HOUSTON ENGINEERING, INC.

A handwritten signature in black ink, appearing to read 'Michael P. Love', is written over a light blue horizontal line.

Michael P. Love, PE

MPL:ml

Enclosures

RESOLUTION 2026-0126-C

Resolution to Approve Amendment #2 to Task Order 24-12 for the Bluestem Pedestrian Bridge Project (Eng. No. 22-13-04)

WHEREAS, on May 9, 2022, the City Council approved a cost-sharing agreement with the City of Fargo for design and construction of the Bluestem Pedestrian Bridge and Task Order 24-12 with Houston Engineering, Inc. for preliminary design; and

WHEREAS, on July 28, 2025, the City Council approved Amendment #1 to Task Order 24-12 for final design services; and

WHEREAS, Amendment #2 is proposed to modify the scope of work to include additional services to complete final design; and

WHEREAS, the project is included in the 2026-2030 Capital Improvement Plan; and

WHEREAS, the estimated cost for Amendment #2 is \$70,000 and will be split between the City of Moorhead and the City of Fargo pursuant to the cost-sharing agreement.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Moorhead, Minnesota that Amendment #2 to Task Order 24-12 is hereby approved.

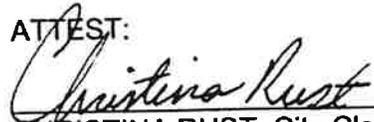
BE IT FURTHER RESOLVED that the City Engineer is authorized to execute future task order amendments, within the scope of the project budget, to complete the project.

PASSED: January 26, 2026 by the City Council of the City of Moorhead.

APPROVED BY:


MICHELLE (SHELLY) A. CARLSON, Mayor

ATTEST:


CHRISTINA RUST, City Clerk

19

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

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

Sidewalk & Shared Use Path Rehab/Reconstruction

Project No. SR-26-B

Call For Bids	<u>March 2</u>	, <u>2026</u>
Advertise Dates	<u>March 11 & 18</u>	, <u>2026</u>
Bid Opening Date	<u>April 8</u>	, <u>2026</u>
Substantial Completion Date	<u>September 25</u>	, <u>2026</u>
Final Completion Date	<u>October 16</u>	, <u>2026</u>

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

Project Engineer Brandon Beaudry

Phone No. (701) 241-1545

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

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



**ENGINEER'S REPORT
 SIDEWALK & SHARED USE PATH
 REHAB/RECONSTRUCTION
 PROJECT NO. SR-26-B
 VARIOUS AREAS CITY WIDE**

Nature & Scope

This project is for new construction of sidewalk and curb ramps located throughout the City of Fargo.

Purpose

To install new sidewalk and repair existing sidewalks ordered by the City Commission.

Feasibility

The estimated cost of construction is \$813,470.00. The cost breakdown is as follows:

Assessed		
Construction Cost		\$558,360.00
Fees		
Admin	4%	\$22,334.40
Contingency	5%	\$27,918.00
Engineering	10%	\$55,836.00
Interest	4%	\$22,334.40
Legal	3%	\$16,750.80
Total Estimated Cost		\$703,533.60
Funding		
Sidewalk Assessments	100.00%	\$703,533.60

City Paid			
Construction Cost			\$255,110.00
Fees			
Admin	4%		\$10,204.40
Contingency	5%		\$12,755.50
Engineering	10%		\$25,511.00
Interest	4%		\$10,204.40
Legal	3%		\$7,653.30
Total Estimated Cost			\$321,438.60
Funding			
Sales Tax Funds - Infrastructure - 420	100.00%		\$321,438.60

Project Funding Summary			
Sidewalk Assessments	68.64%		\$703,533.60
Sales Tax Funds - Infrastructure - 420	31.36%		\$321,438.60
Total Estimated Project Cost			\$1,024,972.20

We believe this project to be cost effective.



A handwritten signature in black ink, appearing to read "T. Knakmuhs".

Thomas Knakmuhs, P.E.
City Engineer

COVER SHEET
CITY OF FARGO PROJECTS

110

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

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

New Paving and Utility Construction

Improvement
District No. BN-26-C

Call For Bids	<u>March 2</u>	, <u>2026</u>
Advertise Dates	<u>March 11 & 18</u>	, <u>2026</u>
Bid Opening Date	<u>April 8</u>	, <u>2026</u>
Substantial Completion Date	<u>October 16</u>	, <u>2026</u>
Final Completion Date	<u>November 15</u>	, <u>2026</u>

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

Project Engineer William Bayuk

Phone No. (701) 241-1545

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

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



**ENGINEER'S REPORT
NEW PAVING AND UTILITY CONSTRUCTION
IMPROVEMENT DISTRICT NO. BN-26-C
SELKIRK PLACE 4TH ADDITION**

Nature & Scope

This project is for new construction of underground utilities, asphalt pavement, levee construction along Cass County Drain 53, installation of bike trail adjacent to the levee, regional detention pond, and incidentals on 69th Avenue South from 33rd Street to 150 feet west of Belding Drive, 71st Avenue South from 150 feet west of Bellview Drive to Selkirk Drive, 33rd Street South from 67th Avenue to 69th Avenue, Bellview Drive South from 67th Avenue to 71st Avenue, Belding Drive South from 69th Avenue to 71st Avenue, 32nd Street South from 69th Avenue to 71st Avenue, and on Selkirk Drive South from 69th Avenue to 71st Avenue.

Purpose

This project is to provide infrastructure for new commercial and residential development in Selkirk Place Fourth Addition as requested by the Developer.

Special Assessment District

All properties within the Special Assessment District will benefit from the infrastructure improvements and were determined through consideration of the longevity, consistency, and uniformity of benefiting properties within the City of Fargo. Special Assessments will be levied to each property in accordance with the City's Infrastructure Funding Policy and are subject to the approval of the Special Assessment Commission and the City Commission.

Feasibility

The estimated cost of construction is \$7,823,085.14. The cost breakdown is as follows:

Special Assessment		
Construction Cost		\$6,537,833.14
Fees		
Admin	4%	\$261,513.33
Contingency	5%	\$326,891.66
Engineering	10%	\$653,783.31
Interest	4%	\$261,513.33
Legal	3%	\$196,134.99
Total Estimated Cost		\$8,237,669.76
Funding		
Special Assessments	100.00%	\$8,237,669.76

LOMR - Developer Funded		
Construction Cost		\$277,060.00
Fees		
Admin	4%	\$11,082.40
Contingency	0%	\$0.00
Engineering	0%	\$0.00
Interest	0%	\$0.00
Legal	0%	\$0.00
Total Estimated Cost		\$288,142.40
Funding		
Developer Funded	100.00%	\$288,142.40

Cass Rural Water District Funds

Construction Cost		\$1,008,192.00
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Fees

Admin	4%	\$40,327.68
Contingency	5%	\$50,409.60
Engineering	10%	\$100,819.20
Interest	4%	\$40,327.68
Legal	3%	\$30,245.76

Total Estimated Cost		\$1,270,321.92
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Funding

Cass Rural WUD Funds	100.00%	\$1,270,321.92
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Miscellaneous Costs

Outside Engineering		\$36,000.00
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Total Miscellaneous Costs		\$36,000.00
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Funding

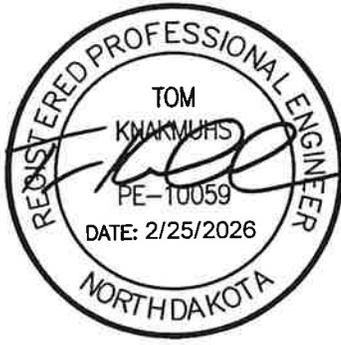
Special Assessments	100.00%	\$36,000.00
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Project Funding Summary

Special Assessments	84.15%	\$8,273,669.76
Cass Rural WUD Funds	12.92%	\$1,270,321.92
Developer Funded	2.93%	\$288,142.40

Total Estimated Project Cost		\$9,832,134.08
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We believe this project to be cost effective.



A handwritten signature in black ink, appearing to read "T. Knakmuhs".

Thomas Knakmuhs, P.E.
City Engineer



**LOCATION AND COMPRISING
NEW PAVING AND UTILITY CONSTRUCTION
IMPROVEMENT DISTRICT NO. BN-26-C
SELKIRK PLACE 4TH ADDITION**

LOCATION:

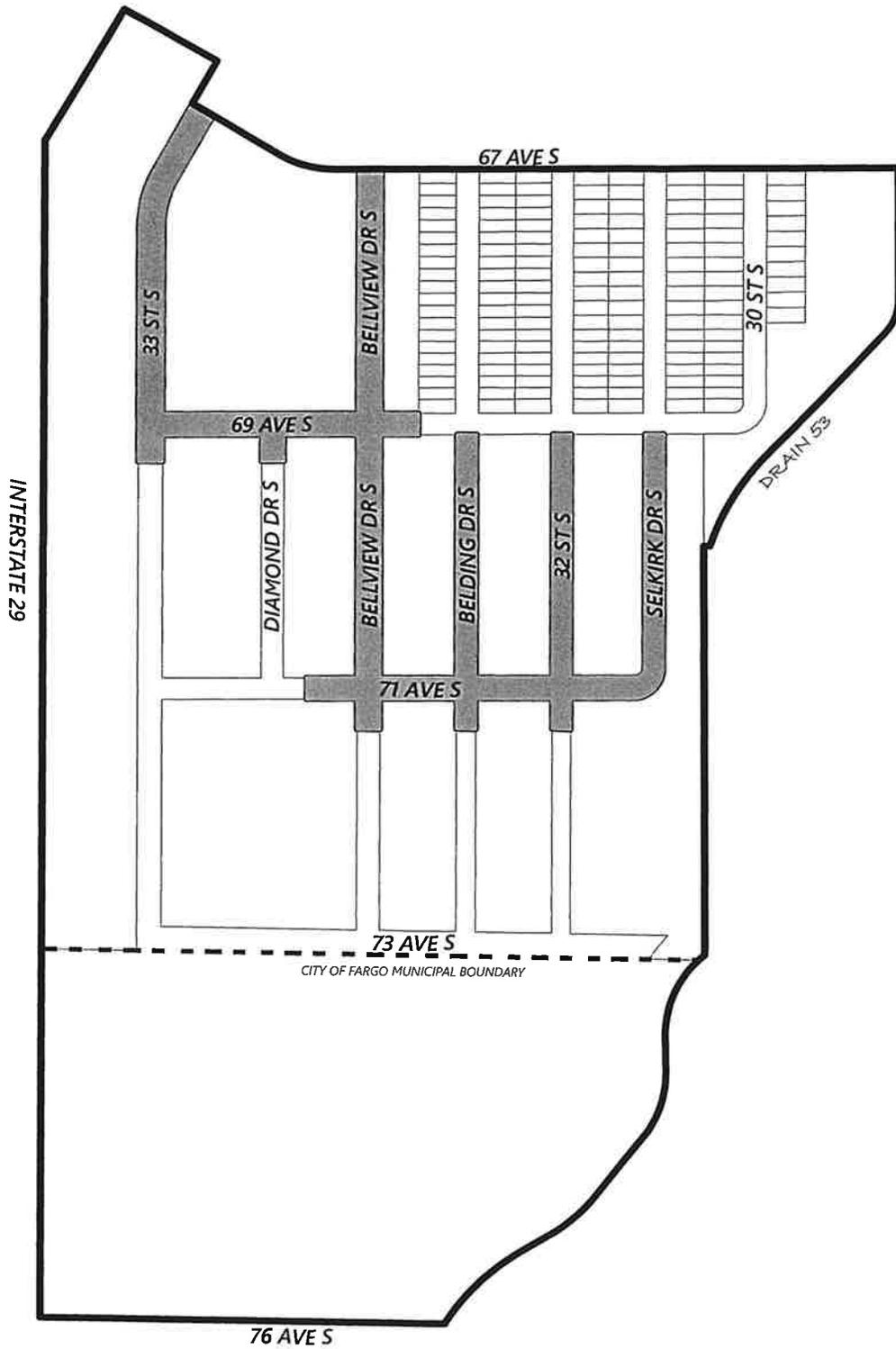
- On 69th Avenue South from 33rd Street to 150 feet west of Belding Drive.
- On 71st Avenue South from 150 feet west of Bellview Drive to Selkirk Drive.
- On 33rd Street South from 67th Avenue to 69th Avenue.
- On Bellview Drive South from 67th Avenue to 71st Avenue.
- On Belding Drive South from 69th Avenue to 71st Avenue.
- On 32nd Street South from 69th Avenue to 71st Avenue.
- On Selkirk Drive South from 69th Avenue to 71st Avenue.

COMPRISING:

The area bounded by Interstate 29 on the west, 67th Avenue on the north, Cass County Drain 53 on the east, and 76th Avenue South on the south.

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

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



-  PROJECT AREA
-  CITY OF FARGO MUNICIPAL BOUNDARY
-  SPECIAL ASSESSMENT DISTRICT BOUNDARY



CITY OF FARGO
ENGINEERING DEPARTMENT
LOCATION & ASSESSMENT AREA
NEW PAVING AND UTILITY CONSTRUCTION
IMPROVEMENT DISTRICT NO. BN-26-C

COVER SHEET
CITY OF FARGO PROJECTS



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

Paving and Utility Rehab/Reconstruction

Improvement
District No.

BR-26-B

Call For Bids	<u>March 2</u>	, <u>2026</u>
Advertise Dates	<u>March 11 & 18</u>	, <u>2026</u>
Bid Opening Date	<u>April 8</u>	, <u>2026</u>
Substantial Completion Date	<u>October 10</u>	, <u>2026</u>
Final Completion Date	<u>November 10</u>	, <u>2026</u>

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

Project Engineer Tyler Jacobs

Phone No. (701) 241-1545

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

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



ENGINEER'S REPORT
PAVING AND UTILITY REHAB/RECONSTRUCTION
IMPROVEMENT DISTRICT NO. BR-26-B
WILLOW RD N FROM SOUTH WOODCREST DR N TO
LILAC LN; SOUTH WOODCREST DR N FROM
EVERGREEN RD N TO LILAC LN N

Nature & Scope

This project is for the replacement of the sanitary sewer services, water main, storm sewer, concrete curb & gutter, asphalt pavement, sidewalks, driveways and street lighting.

Purpose

The existing cast iron and asbestos cement water main, which is over 50 years old, will be replaced with PVC pipe to prevent future breaks. As part of the project, water main services will be replaced from the main to the curb stops. Although the sanitary sewer main is in good condition, the services will be replaced from the main to behind the curb to avoid potential sanitary sewer breaks under the new pavement. Due to the existing street condition and the planned utility replacements, complete pavement reconstruction will be required. This reconstruction will include new curb and gutter, concrete driveway aprons, sidewalks, and asphalt pavement. The storm sewer will also be upgraded as part of the roadway reconstruction, and streetlights will be updated in conjunction with the project. The project will be funded by a combination of City Funds and Special Assessments to the benefiting properties. Assessments will be applied per City policy.

Special Assessment District

All properties within the Special Assessment District will benefit from the infrastructure improvements and were determined through consideration of the longevity, consistency, and uniformity of benefiting properties within the City of Fargo. Special Assessments will be levied to each property in accordance with the City's Infrastructure Funding Policy and are subject to the approval of the Special Assessment Commission and the City Commission.

Feasibility

The estimated cost of construction is \$4,108,772.25. The cost breakdown is as follows:

Paving

Construction Cost		\$1,889,585.25
Fees		
Admin	4%	\$75,583.41
Contingency	5%	\$94,479.26
Engineering	10%	\$188,958.53
Interest	4%	\$75,583.41
Legal	3%	\$56,687.56
Total Estimated Cost		\$2,380,877.42

Funding

Special Assessments	17.81%	\$424,076.24
Utility Funds - Wastewater - 521	19.68%	\$468,545.40
Utility Funds - Water - 501	4.45%	\$105,924.37
Sales Tax Funds - Infrastructure - 420	58.06%	\$1,382,331.41

Storm Sewer

Construction Cost		\$348,530.00
Fees		
Admin	4%	\$13,941.20
Contingency	5%	\$17,426.50
Engineering	10%	\$34,853.00
Interest	4%	\$13,941.20
Legal	3%	\$10,455.90
Total Estimated Cost		\$439,147.80

Funding

Special Assessments	50.00%	\$219,573.90
Utility Funds - Stormwater - 524	50.00%	\$219,573.90

Sanitary Sewer

Construction Cost \$575,910.00

Fees		
Admin	4%	\$23,036.40
Contingency	5%	\$28,795.50
Engineering	10%	\$57,591.00
Interest	4%	\$23,036.40
Legal	3%	\$17,277.30

Total Estimated Cost **\$725,646.60**

Funding		
Utility Funds - Wastewater - 521	100.00%	\$725,646.60

Water Main

Construction Cost \$1,131,640.00

Fees		
Admin	4%	\$45,265.60
Contingency	5%	\$56,582.00
Engineering	10%	\$113,164.00
Interest	4%	\$45,265.60
Legal	3%	\$33,949.20

Total Estimated Cost **\$1,425,866.40**

Funding		
Special Assessments	14.86%	\$211,832.77
Utility Funds - Water - 501	85.14%	\$1,214,033.63

Street Lights		
Construction Cost		\$163,107.00
Fees		
Admin	4%	\$6,524.28
Contingency	5%	\$8,155.35
Engineering	10%	\$16,310.70
Interest	4%	\$6,524.28
Legal	3%	\$4,893.21
Total Estimated Cost		\$205,514.82
Funding		
Utility Funds - Street Lights - 528	100.00%	\$205,514.82

Project Funding Summary		
Special Assessments	16.52%	\$855,482.91
Utility Funds - Street Lights - 528	3.97%	\$205,514.82
Utility Funds - Wastewater - 521	23.07%	\$1,194,192.00
Utility Funds - Water - 501	25.50%	\$1,319,958.00
Utility Funds - Stormwater - 524	4.24%	\$219,573.90
Sales Tax Funds - Infrastructure - 420	26.70%	\$1,382,331.41
Total Estimated Project Cost		\$5,177,053.04

We believe this project to be cost effective.



A handwritten signature in black ink, appearing to read "T. Knakmuhs".

Thomas Knakmuhs, P.E.
City Engineer



**LOCATION AND COMPRISING
PAVING AND UTILITY REHAB/RECONSTRUCTION
IMPROVEMENT DISTRICT NO. BR-26-B
WILLOW RD N FROM SOUTH WOODCREST DR N TO
LILAC LN; SOUTH WOODCREST DR N FROM
EVERGREEN RD N TO LILAC LN N**

LOCATION:

On South Woodcrest Drive North between Evergreen Road North and Lilac Lane North.
On Willow Road North between South Woodcrest Drive North and Lilac Lane North.
On Maple Street North between Willow Road North and Meadowlark Lane North.

COMPRISING:

Lots 1 through 5, Block 1.
All in Woodcrest Addition.

Lot 13, Block 6.
All in Woodcrest Addition.

Lots 1 through 6, Block 7.
All in Woodcrest 2nd Addition.

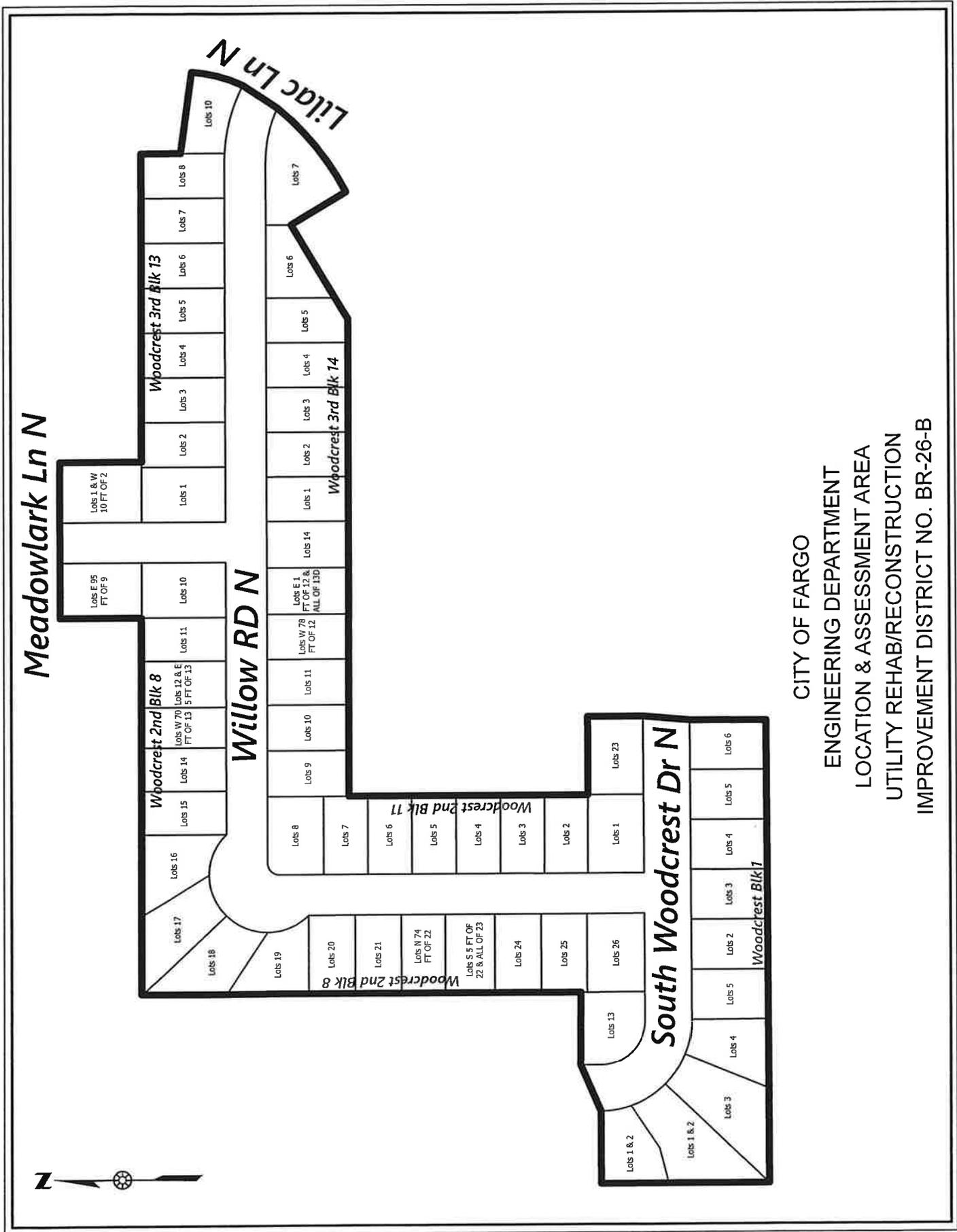
Lots 9 through 26, Block 8.
All in Woodcrest 2nd Addition.

Lots 1 through 14 & 23, Block 11.
All in Woodcrest 2nd Addition.

Lots 1 through 8 & 10, Block 13.
All in Woodcrest 3rd Addition.

Lots 1 through 7, Block 14.
All in Woodcrest 3rd Addition.

Lot 1, Block 20.
All in Woodcrest Park Addition.



CITY OF FARGO
ENGINEERING DEPARTMENT
LOCATION & ASSESSMENT AREA
UTILITY REHAB/RECONSTRUCTION
IMPROVEMENT DISTRICT NO. BR-26-B

COVER SHEET
CITY OF FARGO PROJECTS

12

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

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

Asphalt Wear Course

Improvement
District No.

PN-26-A

Call For Bids	<u>March 2</u>	, <u>2026</u>
Advertise Dates	<u>March 11 & 18</u>	, <u>2026</u>
Bid Opening Date	<u>April 8</u>	, <u>2026</u>
Substantial Completion Date	<u>September 28</u>	, <u>2026</u>
Final Completion Date	<u>October 28</u>	, <u>2026</u>

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

Project Engineer Jason Hoogland

Phone No. (701) 241-1545

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



**ENGINEER'S REPORT
ASPHALT WEAR COURSE
IMPROVEMENT DISTRICT NO. PN-26-A
SETER PKWY S, COTTAGEWOOD, THE PINES, PRAIRIE
FARMS, MADELYN'S MEADOWS & EAGLE POINTE**

Nature & Scope

As part of the project, the Contractor will be mud-jacking sections of the curb and gutter in an effort to alleviate major drainage problems. This process involves drilling small holes through the curb and gutter section (and driveway apron when necessary) and injecting mud/concrete slurry through holes to raise the gutter to the desired grade. The Contractor will replace areas of broken up pavement and a limited amount of curb & gutter. The Contractor will also be replacing some sections of sidewalk that need updating to meet new standards for the Americans with Disabilities Act. After all of the concrete work is done, the Contractor will mill off some of the asphalt and pave a new lift of asphalt on the streets.

Purpose

This project is needed to add the final structural layer of asphalt on the streets. This will give the street section its proper designed thickness and correct any deficiencies which have appeared over time. Adding the asphalt wear course will provide a better riding street with improved drainage.

Special Assessment District

All properties within the Special Assessment District will benefit from the infrastructure improvements and were determined through consideration of the longevity, consistency, and uniformity of benefiting properties within the City of Fargo. Special Assessments will be levied to each property in accordance with the City's Infrastructure Funding Policy and are subject to the approval of the Special Assessment Commission and the City Commission.

Feasibility

The estimated cost of construction is \$3,065,251.00. The cost breakdown is as follows:

Special Assessment		
Construction Cost		\$3,065,251.00
Fees		
Admin	4%	\$122,610.04
Contingency	5%	\$153,262.55
Engineering	10%	\$306,525.10
Interest	4%	\$122,610.04
Legal	3%	\$91,957.53
Total Estimated Cost		\$3,862,216.26
Funding		
Special Assessments	100.00%	\$3,862,216.26

Project Funding Summary		
Special Assessments	100.00%	\$3,862,216.26
Total Estimated Project Cost		\$3,862,216.26

We believe this project to be cost effective.



A handwritten signature in black ink, appearing to read "T. Knakmuhs".

Thomas Knakmuhs, P.E.
City Engineer



**LOCATION AND COMPRISING
ASPHALT WEAR COURSE
IMPROVEMENT DISTRICT NO. PN-26-A
SETER PKWY S, COTTAGEWOOD, THE PINES, PRAIRIE
FARMS, MADELYN'S MEADOWS, & EAGLE POINTE**

LOCATION:

LOCATION (Section 1):

On Seter Parkway South from 32nd Avenue South to Veterans Boulevard.

LOCATION (Section 2):

- On 47th Avenue South from 320' east of 39th Street South to 42nd Street South.
- On 49th Avenue South from 39th Street South to 42nd Street South.
- On Avery Lane South.
- On 39th Street South from 47th Avenue South to 49th Avenue South.
- On 40th Street South from 47th Avenue South to 49th Avenue South.
- On 41st Street South from 47th Avenue South to 49th Avenue South.

LOCATION (Section 3):

- On 53rd Avenue South from 38th Street South to 43rd Street South.
- On Ponderosa Place South.
- On 54th Avenue South from 42nd Street South to 43rd Street South.
- On Bristlecone Loop South.
- On Pine Parkway South from 56th Avenue South to 43rd Street South.
- On 56th Avenue South from 38th Street South to 42nd Street South.
- On 42nd Street South from 53rd Avenue South to 56th Avenue South.
- On 43rd Street South from 52nd Avenue South to south of Pine Parkway South.

LOCATION (Section 4):

- On 31st Street South from 52nd Avenue South to 140' south of Prairie Grove Court South.
- On Prairie Farms Circle South.
- On Maple Valley Drive South from 31st Street South to Autumn Drive South.
- On Prairie Grove Court South.

LOCATION (Section 5):

- On 72nd Avenue South from Madelyn Lane South to 30th Street South.
- On 73rd Avenue South from 25th Street South to 30th Street South.
- On 74th Avenue South from Madelyn Lane South to 30th Street South.
- On Madelyn Lane South from 72nd Avenue South to 74th Avenue South.

On 26th Street South from 150' north of 72nd Avenue South to 74th Avenue South.
On 27th Street South from 72nd Avenue South to 140' south of 74th Avenue South.
On 28th Street South from 72nd Avenue South to 74th Avenue South.
On 29th Street South from 72nd Avenue South to 74th Avenue South.
On 30th Street South from 72nd Avenue South to 140' south of 74th Avenue South.

LOCATION (Section 6):

On 72nd Avenue South from Eagle Pointe Drive South to 16th Street South.
On 75th Avenue South from Eagle Pointe Drive South to 16th Street South.
On Eagle Pointe Drive South from 72nd Avenue South to 76th Avenue South.
On Clair Drive South.
On 16th Street South from 72nd Avenue South to 75th Avenue South.

COMPRISING:

COMPRISING (Section 1):

The area bounded by 28th Avenue South on the north; 51st Street South on the east; 32nd Avenue South on the south; Veterans Boulevard on the west.

COMPRISING (Section 2):

The area bounded by Great Plains Drive South on the north; 38th Street South on the east; 51st Avenue South on the south; 42nd Street South on the west.

COMPRISING (Section 3):

The area bounded by 52nd Avenue South on the north; 38th Street South on the east; City of Fargo line and 58th Avenue South on the south; 45th Street South on the west.

COMPRISING (Section 4):

The area bounded by 52nd Avenue South on the north; Cass County Drain 53 on the east; 62nd Avenue South on the south; 33rd Street South on the west.

COMPRISING (Section 5):

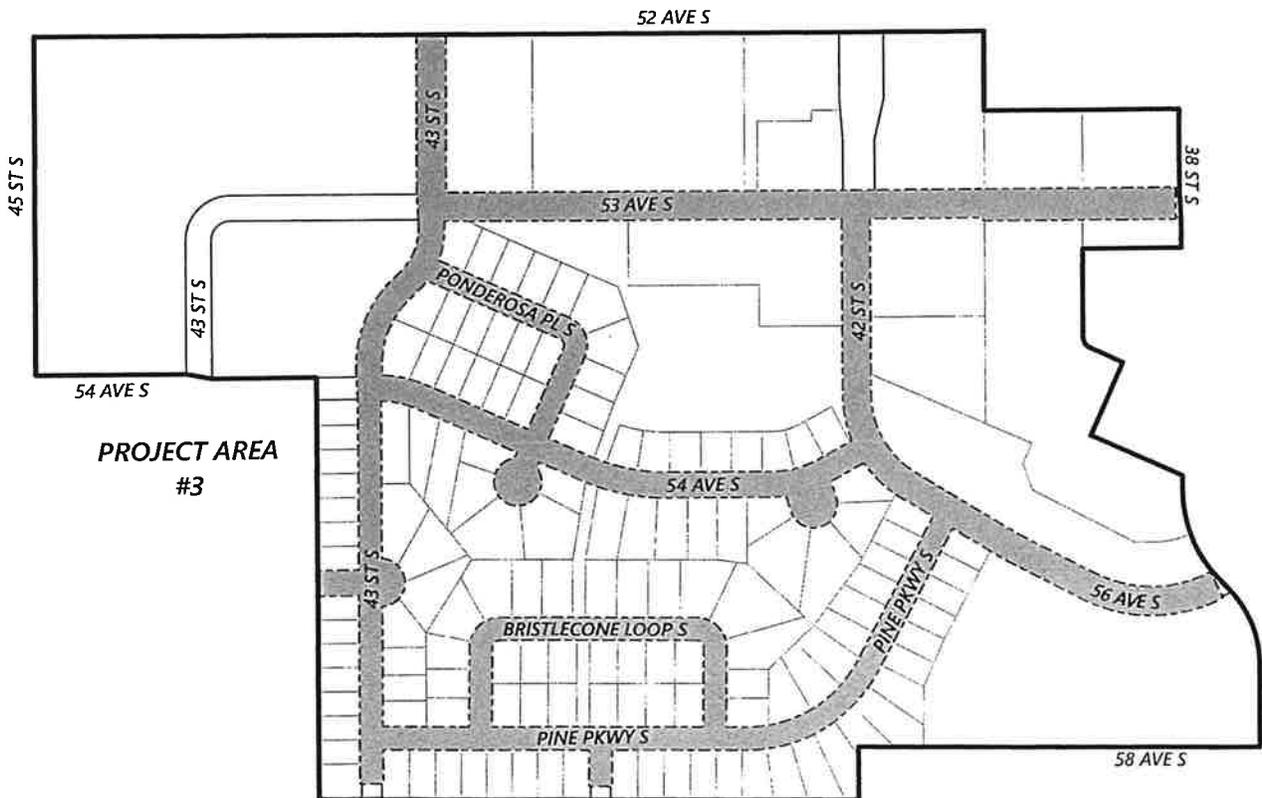
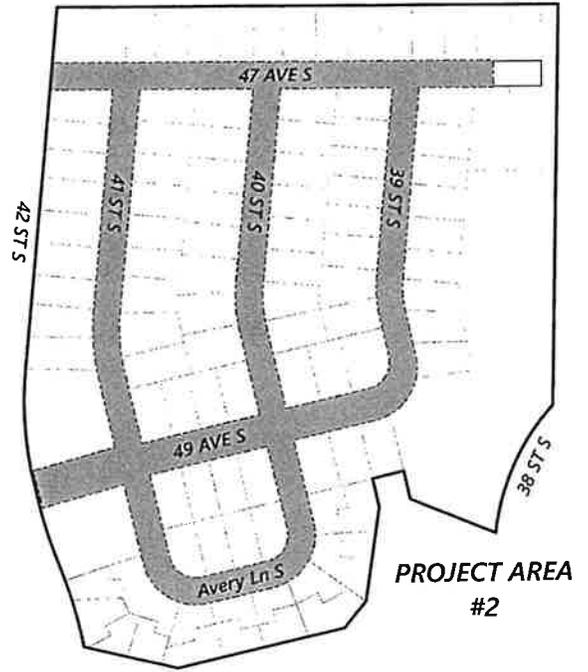
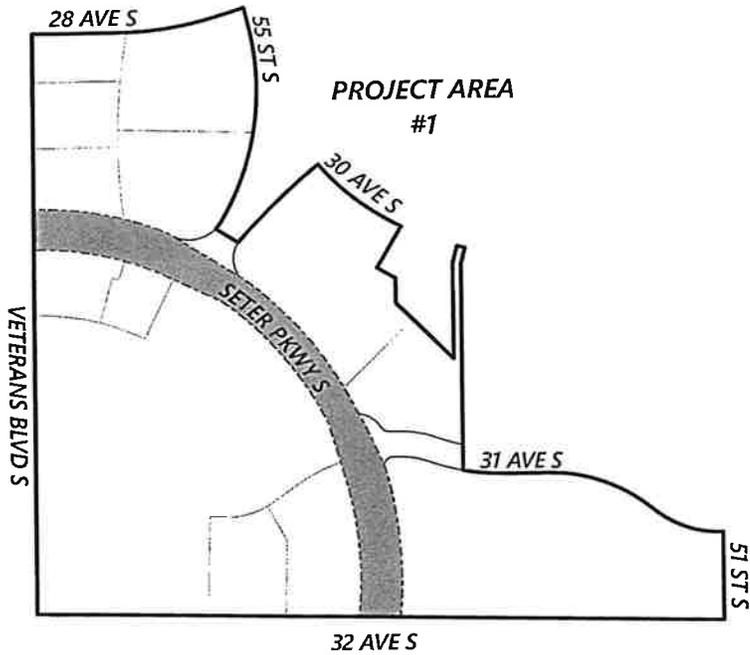
The area bounded by 70th Avenue South on the north; 25th Street South on the east; City of Fargo line on the south; Cass County Drain 53 on the west.

COMPRISING (Section 6):

The area bounded by 70th Avenue South on the north; 15th Street South on the east; 76th Avenue South

on the south; 17th Street South on the west.

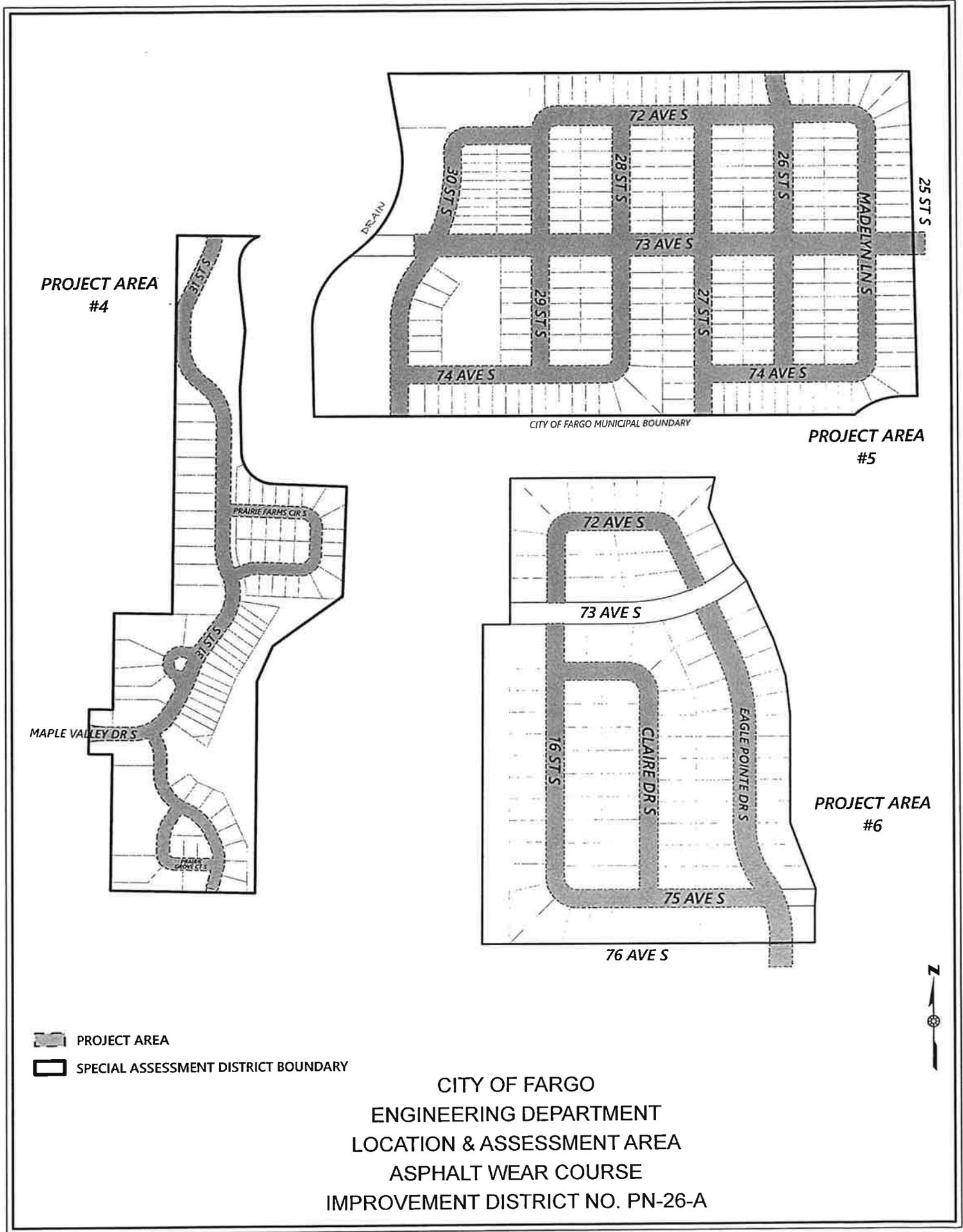
Please refer to the Special Assessment Boundary Map for all properties included within the Special Assessment District.



-  PROJECT AREA
-  SPECIAL ASSESSMENT DISTRICT BOUNDARY



CITY OF FARGO
ENGINEERING DEPARTMENT
LOCATION & ASSESSMENT AREA
ASPHALT WEAR COURSE
IMPROVEMENT DISTRICT NO. PN-26-A



PROJECT AREA #4

PROJECT AREA #5

PROJECT AREA #6

- PROJECT AREA
- SPECIAL ASSESSMENT DISTRICT BOUNDARY

CITY OF FARGO
ENGINEERING DEPARTMENT
LOCATION & ASSESSMENT AREA
ASPHALT WEAR COURSE
IMPROVEMENT DISTRICT NO. PN-26-A

13

February 25, 2026

Honorable Board of City
 Commissioners
 City of Fargo
 Fargo, ND

Re: Improvement District No. NR-26-A1

Dear Commissioners:

Bids were opened at 11:45 AM on Wednesday, February 25, 2026, for Lift Station Rehab/Reconstruction Storm Sewer Lift Station Repairs at #32, #51 & #64, Improvement District No. NR-26-A.

For the bidding and advertising of this project, the North Dakota Century Code Section 48-01.2-06 was utilized due to the Engineer's estimated electrical costs for the project to be greater than \$50,000.00. Therefore, the North Dakota Century Code required bids for this project to be received for the following: General Construction, Electrical Construction and Combined.

The bids received were as follows:

<u>Company</u>	<u>General</u>	<u>Electrical</u>	<u>Combined</u>
Key Contracting, Inc.	\$468,200.00	-	-
JDP Electric, Inc.	-	\$148,051.00	-
CC Steel, LLC	\$776,650.00	-	\$933,265.30

Original Engineer's Estimate \$ 925,200.00

As a result of the bids received, the apparent low bid is a combination of the General Construction bid submitted by Key Contracting, Inc. of \$468,200.00 and the Electrical Construction bid submitted by JDP Electric, Inc. of \$148,051.00. The total of these two bids are \$616,251.00, which is less than the lowest Combined bid submitted.

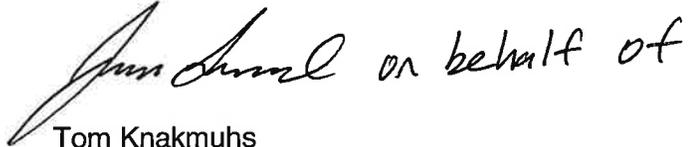
For proper accounting and administration of the General Construction and Electrical Construction contracts, it is necessary to assign new phase numbers to Project No. NR-26-A. These new phase numbers will replace Project No. NR-26-A1, which is the phase these bids were received under. The new phases for the General Construction contract and Electrical Construction contract shall be known as Project No. NR-26-A2 and Project No. NR-26-A3, respectively.

The special assessment escrow is not required.

Recommended Motion:

Engineering staff is recommending award of a General Construction contract (Project No. NR-26-A2) to Key Contracting, Inc. in the amount of \$468,200.00 as the lowest and best bid received for General Construction, and an award of an Electrical Construction contract (Project No. NR-26-A3) to JDP Electric, Inc. in the amount of \$148,051.00 as the lowest and best bid received for Electrical Construction.

Sincerely,

A handwritten signature in black ink, appearing to read "Tom Knakmuhs on behalf of". The signature is written in a cursive style with a large, sweeping initial "T".

Tom Knakmuhs
City Engineer

TAK/klb



Engineer's Statement Of Cost
Improvement District # NR-26-A2
Lift Station Rehab/Reconstruction - General Contract

Storm Sewer Lift Station Repairs 32, 51, and 64

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

NOW THEREFORE Thomas Knakmuhs, do hereby certify as follows:

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

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

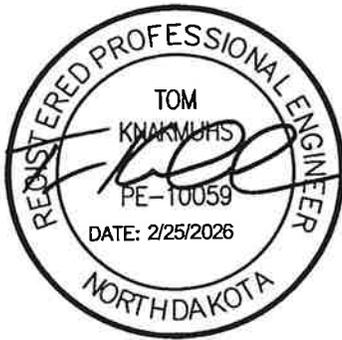
Lift Station Rehab/Reconstruction - General Contract Improvement District # NR-26-A2 of the City of Fargo, North Dakota.

Line	Description	Unit	Quantity	Unit Price (\$)	Amount (\$)
Storm Sewer Repairs					
1	F&I Repair Band 60" Plus Dia	EA	1.00	24,000.00	24,000.00
2	Remove Pipe All Sizes All Types	LF	6.00	800.00	4,800.00
Storm Sewer Repairs Total					28,800.00
Lift Station #32					
3	Mobilization	LS	1.00	15,000.00	15,000.00
4	F&I Lift Station Pumps & Controls	LS	1.00	110,400.00	110,400.00
5	Modify Lift Station	EA	1.00	24,900.00	24,900.00
6	F&I Sluice Gate 36" Dia Stainless Steel	EA	1.00	29,500.00	29,500.00
7	Clean Site	LS	1.00	3,500.00	3,500.00
Lift Station #32 Total					183,300.00
Lift Station #51					
8	Mobilization	LS	1.00	15,000.00	15,000.00
9	F&I Lift Station Controls	LS	1.00	55,800.00	55,800.00
10	Modify Lift Station	EA	1.00	13,500.00	13,500.00
11	Clean Site	LS	1.00	3,500.00	3,500.00
Lift Station #51 Total					87,800.00
Lift Station #64					
12	Mobilization	LS	1.00	15,000.00	15,000.00
13	F&I Lift Station Pumps & Controls	LS	1.00	98,900.00	98,900.00
14	Modify Lift Station	EA	1.00	27,200.00	27,200.00
15	F&I Sluice Gate 18" Dia Stainless Steel	EA	1.00	14,600.00	14,600.00

Line	Description	Unit	Quantity	Unit Price (\$)	Amount (\$)
16	Clean Site	LS	1.00	3,500.00	3,500.00
17	Rem & Repl Curb & Gutter	LF	8.00	300.00	2,400.00
18	Rem & Repl Casting - Inlet	EA	1.00	5,500.00	5,500.00
19	Casting to Grade - w/Conc	EA	1.00	1,200.00	1,200.00
Lift Station #64 Total					168,300.00
Total Construction in \$					468,200.00

Engineering	10.00%	46,820.00
Admin	4.00%	18,728.00
Legal	3.00%	14,046.00
Interest	4.00%	18,728.00
Contingency	5.00%	23,410.00
Total Estimated Costs		589,932.00
Special Assessments		170,793.00
Utility Funds - Stormwater - 524		419,139.00
Unfunded Costs		0.00

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



A handwritten signature in black ink, appearing to read "T. Knakmuhs".

Thomas Knakmuhs, P.E.
City Engineer



Engineer's Statement Of Cost
Improvement District # NR-26-A3
Lift Station Rehab/Reconstruction - Electrical Contract

Storm Sewer Lift Station Repairs 32, 51, and 64

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

NOW THEREFORE Thomas Knakmuhs, do hereby certify as follows:

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

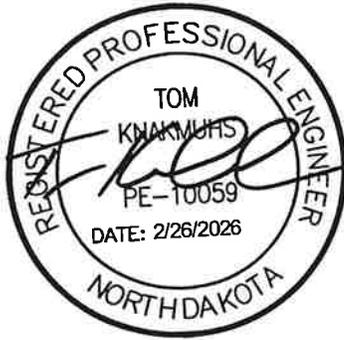
That the following is detailed statement of the estimated cost of the job described as:

Lift Station Rehab/Reconstruction - Electrical Contract Improvement District # NR-26-A3 of the City of Fargo, North Dakota.

Line	Description	Unit	Quantity	Unit Price (\$)	Amount (\$)
Lift Station #32 - Electrical					
1	F&I Lift Station Electrical	LS	1.00	33,997.00	33,997.00
2	F&I Fiber Optic Terminations & Equip	LS	1.00	1,292.00	1,292.00
3	F&I Fiber Optic Cable	LF	135.00	24.15	3,260.25
4	F&I Conduit 2" Dia	LF	105.00	46.20	4,851.00
5	F&I Fiber Vault	EA	1.00	3,570.00	3,570.00
Lift Station #32 - Electrical Total					46,970.25
Lift Station #51 - Electrical					
6	F&I Lift Station Electrical	LS	1.00	48,195.00	48,195.00
7	F&I Fiber Optic Terminations & Equip	LS	1.00	2,546.00	2,546.00
8	F&I Fiber Optic Cable	LF	210.00	7.35	1,543.50
9	F&I Conduit 2" Dia	LF	150.00	34.65	5,197.50
10	F&I Fiber Vault	EA	1.00	4,337.00	4,337.00
Lift Station #51 - Electrical Total					61,819.00
Lift Station #64 - Electrical					
11	F&I Lift Station Electrical	LS	1.00	26,520.00	26,520.00
12	F&I Fiber Optic Terminations & Equip	LS	1.00	2,205.00	2,205.00
13	F&I Fiber Optic Cable	LF	305.00	5.25	1,601.25
14	F&I Conduit 2" Dia	LF	275.00	18.90	5,197.50
15	F&I Fiber Vault	EA	1.00	3,738.00	3,738.00
Lift Station #64 - Electrical Total					39,261.75
Total Construction in \$					148,051.00

Engineering	10.00%	14,805.11
Admin	4.00%	5,922.04
Legal	3.00%	4,441.53
Interest	4.00%	5,922.04
Contingency	5.00%	7,402.55
Misc. Costs		16,240.00
Total Estimated Costs		202,784.27
Special Assessments		73,950.56
Utility Funds - Stormwater - 524		128,833.71
Unfunded Costs		0.00

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



Thomas Knakmuhs, P.E.
City Engineer



Memorandum

To: Board of City Commissioners
From: Bekki Majerus, Director of Facilities Management
Date: March 2, 2026
Re: Bid Award and Agreement for Cleaning Services at Carlson Library (RFP26099)

Dear Commissioners:

Proposals were received and reviewed on February 24, 2026, in response to an RFP that was issued by the Facilities Management department for cleaning services at the Carlson Library. Five proposals were received and reviewed by an evaluation group.

The proposals were evaluated based on the following criteria:

- Qualifications and Experience
- Pricing
- References

After evaluation, we recommend Osgood Cleaning Services LLC as the contractor for this service in the amount of \$129,600 for 3 years of service.

Recommended Action:

Move to approve bid award and 3-year agreement to Osgood Cleaning Services LLC for cleaning services at the Carlson Library.



RFP26099 - Carlson Library Cleaning Scoring Summary

Active Submissions

Supplier	Total / 100 pts	Qualifications and Experience / 50 pts	Pricing / 30 pts	References / 20 pts
Osgood Cleaning Services	92	45	27	20
Design Cleaning, LLC	91	45	29.5	16.5
Automated Maintenance Services, Inc.	90	45	25	20
West Fargo Cleaning Services LLC	73.5	40	22	11.5
At Your Service Cleaning Solutions	59.5	35	7.5	17

**Agreement Between
City of Fargo
And Osgood Cleaning Services, LLC
RFP26099
Carlson Library Cleaning**

This Agreement (the "Agreement," which includes all attached schedules), effective March 1, 2026 ("Effective Date"), is entered into by and between Osgood Cleaning Services, LLC (the "Vendor"), having a principal place of business at 5675 26th Ave S., Suite 104, Fargo, ND, 58104, and City of Fargo (the "City"), a North Dakota municipal corporation, having a principal place of business at 225 4th Street North, Fargo, North Dakota 58102 (each a "Party" and collectively, the "Parties").

1. TERM

The term of this Agreement will be for three (3) years, commencing on March 1, 2026, with a termination date of February 28, 2029.

2. STATEMENT OF WORK

A Summary of all services the Vendor will provide under this Agreement is described in the Statement of Work form ("Statement of Work") attached hereto as Attachment A. Vendor hereby agrees to complete work pursuant to a work request, awarded bid, and/or awarded proposal. Neither this Agreement nor the Statement of Work is a commitment by the City to issue the vendor any work requests, bids, or proposals. The work request, Request for Bid (RFB) or Request for Proposal (RFP) shall describe the specific scope of services for a particular project. Any services provided by the Vendor under this agreement are referred to as "Services."

3. MATERIALS

Vendor shall furnish all materials, supplies, tools, equipment, and transportation required to provide services or deliverables required under Statements of Work. Vendor shall provide all available material safety data sheets for City approval prior to use of materials.

4. LIEN WAIVER

Vendor shall submit its lien waivers and obtain and submit lien waivers from all subcontractors and material suppliers with invoices Vendor submits to City. The city's obligation to pay invoices will be contingent upon receipt of applicable lien waivers.

5. COMPENSATION

Negotiated Rate Sheet ("Rate Sheet") for the current Agreement is attached as Attachment B. Vendor shall not charge and the City will not pay for any services performed without a work request, awarded bid, or awarded proposal. Except as otherwise provided, undisputed invoices

shall be payable within 30 calendar days after the receipt of the invoice. Vendor must include reference number **(RFP26099)** on monthly invoice. Invoices shall be e-mailed to Mfournier@fargond.gov.

6. OWNERSHIP OF DOCUMENTS

Vendor's work product reimbursed by the City, including all data, documents, results, ideas, developments, and inventions that Vendor conceives or uses during its performance under this Agreement shall be the City's property, unless otherwise agreed.

7. INDEPENDENT CONTRACTOR

The relationship between the Parties shall, within the context of this Agreement, be that of an independent contractor and nothing in this Agreement should be construed to create a partnership, joint venture, or employer-employee relationship. The Vendor shall, at all times during the term of this Agreement, perform the duties and responsibilities herein. Neither Party is an agent of the other Party and is not authorized to make any representation contract, or contract commitment on behalf of the other Party.

8. NO CONFLICTS OF INTEREST

Vendor must disclose any actual, apparent, or potential Conflict of Interest to the City prior to execution of this Agreement if a conflict of interest arises or appear to arise during the term of this Agreement, contractor agrees to abide by any reasonable mitigation plan developed with or by the City. "Conflict of Interest" means any activity, interest, or relationship of Vendor or any of its officers, directors, affiliates, or principals that may compromise that person's ability to render impartial assistance or advice to the City or that may give rise to legal or reputational concerns or any competitive advantage unfair to the City.

9. CONFIDENTIALITY

The Vendor agrees to not, directly, or indirectly, disclose, make known, divulge, publish, or communicate any confidential information to any person, firm, or corporation without consent unless that disclosure is authorized under North Dakota law.

10. INSURANCE

a. Vendor will obtain and maintain the following insurance coverage, naming the City of Fargo as an additional insured, via commercial insurance:

i. Commercial General Liability covering bodily injury and tangible property damage liability with a limit of not less than U.S. \$2,000,000 each occurrence.

ii. Workers' Compensation (or maintenance of a legally permitted and government-approved program of self-insurance) covering Vendor Personnel pursuant to applicable state workers' compensation laws for work-related injuries suffered by Vendor's Personnel, if Vendor employs Personnel;

iii. Employer's Liability with limits of not less than U.S. \$1,000,000 per accident;

v. Automobile Liability with \$2,000,000 combined single limit per occurrence, for bodily injury and property damage combined covering owned, if Vendor owns any

vehicles, non-owned, and hired vehicles, if Vendor brings vehicles on the City's premises or uses vehicles in the performance of services.

vi. Limits for Commercial General Liability and Automobile Liability may be provided through a combination of primary and umbrella coverage; and

b. The vendor shall provide the City with evidence of the foregoing coverage before providing any services.

c. Vendor shall notify the City 30 days prior to cancellation or reduction in limits of any insurance required hereunder.

11. INDEMNIFICATION

Vendor agrees to indemnify and hold harmless the City, its officers, employees, insurers, and self-insurance pool, from and against all liability, claims, and demands, on account of injury, loss, or damage, including without limitation claims arising from bodily injury, personal injury, sickness, disease, death, property loss or damage, or any other loss of any kind whatsoever, which arise out of or are in any manner connected with this Agreement, if such injury, loss, or damage is caused in whole or in part by, or is claimed to be caused in whole or in part by, the act, omission, error, Vendor error, mistake, negligence, or other fault of the Vendor, any subcontractor of the Vendor, or any officer, employee, representative, or agent of the Vendor or of any subcontractor of the Vendor, or which arises out of any workmen's compensation claim of any employee of the Vendor or of any employee of any subcontractor of the Vendor. The Vendor agrees to investigate, handle, respond to, and to provide defense for and defend against, any such liability, claims or demands at the sole expense of the Vendor, or at the option of the City, agrees to pay the City or reimburse the City for the defense costs incurred by the City in connection with, any such liability, claims, or demands.

12. FORCE MAJEURE

Neither Party shall be liable for damages or deemed in default of this Agreement and any Statement of Work hereunder to the extent that any delay or failure in the performance of its obligations (other than the payment of money) results, without its fault or negligence, from any cause beyond its reasonable control, such as acts of God, acts of civil or military authority, embargoes, epidemics, war, riots, insurrections, fires, explosions, earthquakes, floods, adverse weather conditions, union activity, strikes or lock-outs, and changes in laws, statutes, regulations, or ordinances.

13. DISPUTE RESOLUTION

The vendor and the city will exercise good faith efforts to resolve disputes through a mutually acceptable Alternative Dispute Resolution process. Nothing prevents the Parties from pursuing litigation in the appropriate State or Federal court, located in Cass County, North Dakota

14. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the state of North Dakota.

15. ENTIRE AGREEMENT

The terms and conditions set forth herein and any Exhibit referenced herein constitute the entire understanding of the parties relating to the provision of services by Vendor to City and shall be incorporated in all Statements of Work unless otherwise so stated therein. This Agreement may be amended only by a written instrument signed by both parties.

16. ASSIGNMENT

This Agreement may not be assigned by Vendor or City without the prior written consent of the other party.

17. TERMINATION

This Agreement may be terminated by either party upon sixty days written notice should the other party fail to perform in accordance with the terms hereof, provided such failure is not cured within such sixty-day period. City may terminate this Agreement for convenience at any time, in which event Vendor shall be compensated in accordance with the terms hereof for Services performed and reimbursable expenses incurred prior to its receipt of written notice of termination from City.

18. SEVERABILITY

Should a court of law determine that any clause or section of this Agreement is invalid, all other clauses or sections shall remain in effect.

IN WITNESS WHEREOF, City and Osgood Cleaning Services, LLC have caused this Agreement to be duly executed as of the date first above written.

CITY OF FARGO

OSGOOD CLEANING SERVICES, LLC

BY _____
Dr. Timothy J. Mahoney, Mayor

BY  for Osgood Cleaning Services
A. Chari for Osgood Cleaning Services LLC

DATE: _____

DATE: 2/23/2026 _____

ATTEST:

BY _____
Angie Bear, Deputy Auditor

Statement of Work

This Statement of Work is a summary of all services the Vendor will provide under the Agreement. This Statement of Work is not a commitment by the City to issue the vendor any work requests, bids, or proposals.

Vendor agrees to provide any of the following scope of services as requested in work requests, awarded bids, or awarded request for proposals from the City of Fargo.

BUILDING LOCATION, INFORMATION, AND SCHEDULE

Carlson Library: 2801 32nd AVE S, Fargo, ND 58103

(Contractor may verify space measurements)

- 15,100 sq. feet total
- 13,670 sq. feet of carpet flooring
- 1,000 sq. feet of terrazzo flooring
- 130 sq. feet of ceramic tile flooring
- 300 sq. feet of resilient vinyl flooring

Business Hours:

Monday - Thursday	10:00AM – 8:00PM
Friday	11:00AM – 6:00PM
Saturday	9:00AM – 6:00PM
Sunday	Closed

Cleaning Hours: Between PM closing and 7:00AM Monday through Saturday.

No Cleaning required on City holidays: New Year's Day, M.L. King Jr. Day, Presidents Day, Good Friday, Memorial Day, Independence Day, Labor Day, Veteran's Day Thanksgiving Day, and Christmas Day.

Vendor shall notify facilities of their schedule.

SCOPE OF SERVICES

The contractor shall satisfactorily perform the following cleaning services which include the following:

Daily (Monday through Friday)**All Areas**

- Vacuum all carpeting/area rugs/inlaid entryways
- Sweep and Mop/disinfect all hard surface flooring
- Clean and disinfect non-restroom sinks
- Clean and sanitize drinking fountains
- Spot clean glass up to 6 feet high
- Empty all interior/exterior trash cans and place in outside dumpster, reline with appropriate liners provided by the city
- Empty all recycle containers and dispose of properly
- Bring city provided containers to designated pick up area on recycling days
- Disinfect all high traffic knobs, buttons, and surfaces
- Dust/wipe down all horizontal surfaces; *Note: Employees will be responsible for wiping down their individual workstation surfaces. However, employees may opt to clear their work surface entirely and leave a note for the custodial crew requesting they be cleaned*
- Clean all stairways and entryways

Lunch/Break Rooms

- Clean Floors
- Clean all counters/tabletops/chairs/sinks; *Note: If any item is left in the sink, do not clean that sink.*
- Wipe down exterior surfaces of all appliances; *Note: Contractor is not responsible for cleaning the **inside** of fridges, stoves, microwaves, coffee machines, toasters, etc.*

Restrooms

- Clean and disinfect toilets
- Clean mirrors, sinks, counters, and baby changing stations
- Clean and disinfect floors
- Wipe down partition walls
- Wipe down light switch plates/doorknobs
- Empty trash cans, diaper disposal units, and feminine napkin dispensers. Replace with appropriate liners provided by the city
- Restock/refill all products (paper towels, toilet paper, soaps, lotions, baby-change paper etc.)

Weekly

- Perform high dusting in all areas

Bi-Weekly

- Edge-clean all carpet

Monthly

- Detail Edges of hard surface flooring and coving
- Dust, clean, vacuum chairs, chair legs, table legs and bases

Quarterly

- Dust/clean/wash air vents
- Clean light fixtures within 60 feet of entryways for bugs

Semi-Annually

- Dust window treatments (blinds/shades etc.) between April and October Note: *Submit anticipated dates 14 days in advance of this service to facilities*
- Clean all glass internal and external two times per year. Once between April-May, and once between October-November. Note: *Submit anticipated dates 14 days in advance of this service to facilities*
- Shampoo all carpeting two times per year. Once between October-November, and once between April or May Note: *Submit anticipated dates 14 days in advance of this service to facilities*
- Maintain hard surface flooring according to recommendations for type of floor. Includes edging, machine scrubbing, grout cleaning, re-waxing, applying sealants, etc. Note: *Submit anticipated dates 14 days in advance of this service to facilities*
- Vacuum ceiling vents in Restrooms

Yearly

- Strip and refinish hard surface flooring in accordance with manufacturers' recommendations Note: *Submit anticipated dates 14 days in advance of this service to facilities*
- Shampoo upholstered furniture. Apply a non-water-based fabric protector. April or May Note: *Submit anticipated dates 14 days in advance of this service to facilities*

As Needed

- Clean chair mats and trash receptacles
- Clean desk side trash/recycle cans
- Report any lights out, non-working electrical outlets, plumbing issues, heating/cooling concerns etc. to facilities
- Notify facilities of any plumbing issues, items needing repair, or if the sharps container is full

Notes: Computer tables should be wiped around without moving equipment. Tops of bookshelves are to be done during the weekly high dusting in the scope. The shelves holding the books do not need to be dusted.

At end of each shift, shut off designated lights, secure designated doors, and ensure no exterior windows are open.

CLEANING SUPPLIES AND EQUIPMENT

The City of Fargo will provide the following supplies:

- Hand soap
- Hand sanitizers
- Garbage liners
- Urinal screens
- Urinal mats
- Baby changing liners
- Paper products

The contractor shall provide all the necessary cleaning supplies and equipment to clean and keep clean all portions of the building.

The City of Fargo shall provide, without cost to contractor, a janitorial closet for storage of equipment and supplies.

Contractor shall maintain janitorial closets in a neat and professional manner. Keep well stocked.

Rate Sheet

Osgood Cleaning Services, LLC

Monthly price, yearly price, and a three (3) year contract total price

Year	Date	Monthly Price	Yearly Price
Year 1	March 1, 2026 – February 28, 2027	\$3,600.00	\$43,200.00
Year 2	March 1, 2027 – February 29, 2028	\$3,600.00	\$43,200.00
Year 3	March 1, 2028 – February 28, 2029	\$3,600.00	\$43,200.00
		3 YEAR CONTRACT TOTAL \$129,600.00	

Billing is to be submitted monthly on the last scheduled cleaning day of that month. The City of Fargo will remit payment within 30 days of receipt of invoice. Please include reference number RFP26099 on the monthly invoice.

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Memorandum

To: Board of City Commissioners
From: Bekki Majerus, Director of Facilities Management
Date: March 2nd, 2026
Re: HVAC System Replacement- Fargo Police Headquarters (ITB26052)

Dear Commissioners:

A Request for Proposal (RFP) was posted on December 31st 2025 to complete the HVAC System Replacement at the Fargo Police Department Headquarters. Five complete bids were received. Bids were opened at 11:45am on Wednesday January 28th, 2026 for RFP25199. The bids are summarized on Page 2. The Engineers Estimates were: \$2,643,840, Alternate 1: \$348,000 Alternate 2: \$222,200.

The low bids were Gast Construction at \$180,100 and Peterson Mechanical at \$1,137,300 (Alternate 1) \$348,000. KLJ A/E fees are \$195,935 for a project total of \$ 1,861,335. This is well below the Engineers' estimates and below the assigned budget.

The bid award was approved at the February 2nd commission meeting. Enclosed are the contracts for Gast Construction Co. and Peterson Mechanical.

Recommended Action:

Move to approve the contracts for Gast Construction Co. and Peterson Mechanical.

AGREEMENT BETWEEN OWNER AND CONTRACTOR FOR CONSTRUCTION CONTRACT (STIPULATED PRICE)

This Agreement is by and between the City of Fargo (“Owner”) and **Gast Construction Co., Inc.** (“Contractor”).

Terms used in this Agreement have the meanings stated in the General Conditions and the Supplementary Conditions.

Owner and Contractor hereby agree as follows:

ARTICLE 1—WORK

1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

Improvements to the HVAC system, including but not limited to replacement of roof top units, VAV boxes, boilers, and controls, and incidentals for an existing office building located at 105 25th Street North in Fargo, ND. Work will also include commissioning, structural steel, acoustical ceilings, and minor roofing modifications. Background checks will be required for all personnel working on the project.

ARTICLE 2—THE PROJECT

2.01 The Project, of which the Work under the Contract Documents is a part, is generally described as follows:

Fargo PD HVAC

ARTICLE 3— ENGINEER

3.01 The Owner has retained KLJ Engineering LLC (“Engineer”) to provide design support during construction.

3.02 The part of the Project that pertains to the Work has been designed by the Engineer.

ARTICLE 4—CONTRACT TIMES

4.01 *Time is of the Essence*

A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

4.02 *Contract Times: Dates*

A. The Work will be substantially complete on or before **September 30, 2026**, and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before **October 14, 2026**.

4.03 Milestones

A. Parts of the Work must be substantially completed on or before the following Milestone(s):

1. Milestone 1: Contractor shall complete the following on or before June 30, 2026:
 - i) Install new rooftop units including associated structural, electrical and roofing work;
 - ii) Demolish required existing ductwork in mechanical room and route ductwork from new rooftop units to existing ductwork;
 - iii) Startup rooftop units so they are fully operational, utilizing existing terminal units for reheat;
 - iv) HVAC system outages associated with this work shall be limited to a maximum of 48 consecutive hours. Outages shall be scheduled during periods when the forecasted outdoor ambient air temperature does not exceed 80°F. The Contractor shall begin outage-related work as early as practical on the scheduled outage day to minimize the duration of the HVAC system outage. The Contractor may independently start up rooftop units as they are installed, provided that total HVAC system outages do not exceed 48 hours at any time.

4.04 *Liquidated Damages*

- A. Contractor and Owner agree that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial and other losses if the Work is not completed and Milestones not achieved within the Contract Times, as duly modified. The parties also recognize the delays, expense, and difficulties involved in proving, in a legal proceeding, the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty):
 1. Substantial Completion: Contractor shall be subject to a reduction in payment of \$2,500 for each day that expires after the time (as duly adjusted pursuant to the Contract) specified in Paragraph 4.02 above for Substantial Completion until the Work is substantially complete.
 2. Completion of Remaining Work: After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times (as duly adjusted pursuant to the Contract) for completion and readiness for final payment, Contractor shall be subject to a reduction in payment of \$750 for each day that expires after such time until the Work is completed and ready for final payment. Liquidated damages for failing to timely attain Substantial Completion and final completion are not additive and will not be imposed concurrently.
 3. Milestones: Contractor shall be subject to a reduction in payment of \$250 for each day that expires after the time (as duly adjusted pursuant to the Contract) specified above for achievement of each Milestone, until Milestone is achieved, or until the time specified for Substantial Completion is reached, at which time the rate indicated in Paragraph 4.04.A.1 will apply, rather than the Milestone rate.
 4. Liquidated damages for failing to timely attain Milestones, Substantial Completion, and final completion are not additive, and will not be imposed concurrently.

ARTICLE 5—CONTRACT PRICE

5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents, the amounts that follow, subject to adjustment under the Contract:

- A. For a lump sum of: \$180,100.00.
- B. Contractor’s Bid is attached hereto as an exhibit.

ARTICLE 6—PAYMENT PROCEDURES

6.01 *Submittal and Processing of Payments*

A. Contractor shall submit Applications for Payment in accordance with Article 15 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.

6.02 *Progress Payments; Retainage*

A. Owner shall make progress payments on the basis of Contractor’s Applications for Payment on a monthly during performance of the Work as provided in Paragraph 6.02.A.1 below, provided that such Applications for Payment have been submitted in a timely manner and otherwise meet the requirements of the Contract. All such payments will be measured by the Schedule of Values established as provided in the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no Schedule of Values, as provided elsewhere in the Contract.

- 1. Owner may retain five percent (5%) of the amount due Contractor until the completion of the entire Contract work. In no case will the Owner make payment to a contractor who is in default under the terms of the Contract unless expressly authorized by the Board of City Commissioners.
- 2. The retained amounts will be according to the following table:

Percentage of Completion	Percent Retained
0-90%	5%
91-100%	1-5%*
* Reduction of retainage is at the discretion of the Engineer based on the progress of the contract	

6.03 *Final Payment*

A. Upon final completion and acceptance of the Work, Owner shall pay the remainder of the Contract Price in accordance with Paragraph 15.06 of the General Conditions.

6.04 *Consent of Surety*

A. Owner will not make final payment or return or release retainage at Substantial Completion or any other time, unless Contractor submits written consent of the surety to such payment, return, or release.

6.05 *Interest*

- A. All amounts not paid when due shall bear interest at the rate of 1.5 percent per annum.

ARTICLE 7—CONTRACT DOCUMENTS

7.01 *Contents*

- A. The Contract Documents consist of all of the following:
 - 1. This Agreement.
 - 2. Bonds:
 - a. Performance bond (together with power of attorney).
 - b. Payment bond (together with power of attorney).
 - 3. General Conditions.
 - 4. Supplementary Conditions.
 - 6. Supplemental Specifications for this Contract (not attached by incorporated by reference): Specifications for Fargo PD HVAC consisting of 355 pages.
 - 7. Drawings (not attached but incorporated by reference) consisting of 24 sheets with each sheet bearing the following general title: **Fargo PD HVAC**.
 - 8. Addenda (numbers **1** to **2**, inclusive).
 - 9. Exhibits to this Agreement (enumerated as follows):
 - a. Contractor's Bid
 - 10. The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:
 - a. Notice to Proceed.
 - b. Work Change Directives.
 - c. Change Orders.
 - d. Field Orders.
- B. The Contract Documents listed in Paragraph 7.01.A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 7.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in the Contract.

ARTICLE 8—REPRESENTATIONS, CERTIFICATIONS, AND STIPULATIONS

8.01 *Contractor's Representations*

- A. In order to induce Owner to enter into this Contract, Contractor makes the following representations:

1. Contractor has examined and carefully studied the Contract Documents, including Addenda.
2. Contractor has visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
3. Contractor is familiar with all Laws and Regulations that may affect cost, progress, and performance of the Work.
4. Contractor has carefully studied the reports of explorations and tests of subsurface conditions at or adjacent to the Site and the drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, with respect to the Technical Data in such reports and drawings.
5. Contractor has carefully studied the reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, with respect to Technical Data in such reports and drawings.
6. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Technical Data identified in the Supplementary Conditions or by definition, with respect to the effect of such information, observations, and Technical Data on (a) the cost, progress, and performance of the Work; (b) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and (c) Contractor's safety precautions and programs.
7. Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
8. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
9. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and of discrepancies between Site conditions and the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
10. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
11. Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.

8.02 *Contractor's Certifications*

- A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 8.02:
1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process or in the Contract execution;
 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
 3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and
 4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

8.03 *Standard General Conditions*

- A. Owner stipulates that if the General Conditions that are made a part of this Contract are EJCDC® C-700, Standard General Conditions for the Construction Contract (2018), published by the Engineers Joint Contract Documents Committee, and if Owner is the party that has furnished said General Conditions, then Owner has plainly shown all modifications to the standard wording of such published document to the Contractor, through the Supplementary Conditions.

ARTICLE 9—MISCELLANEOUS

9.01 *Terms*

- A. Terms used in this Agreement will have the meanings stated in the General Conditions and the Supplementary Conditions.

9.02 *Assignment of Contract*

- A. Unless expressly agreed to elsewhere in the Contract, no assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, money that may become due and money that is due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

9.03 *Successors and Assigns*

- A. Owner and Contractor each binds itself, its successors, assigns, and legal representatives to the other party hereto, its successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

9.04 *Severability*

- A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement.

This Agreement will be effective on **March 2, 2026** (which is the Effective Date of the Contract).

Owner:
 City of Fargo
(typed or printed name of organization)

By: _____
(individual's signature)

Date: _____
(date signed)

Name: Timothy J. Mahoney
(typed or printed)

Title: Mayor
(typed or printed)

Attest: _____
(individual's signature)

Title: Deputy City Auditor
(typed or printed)

Address for giving notices:
 225 4th Street North
 Fargo, ND 58102

Designated Representative:
 Name: Adam Nordby
(typed or printed)

Title: Project Manager
(typed or printed)

Address:
 225 4th Street North
 Fargo, ND 58102

Phone: 701-964-0286

Email: anordby@FargoND.gov

(If [Type of Entity] is a corporation, attach evidence of authority to sign. If [Type of Entity] is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of this Agreement.)

Contractor:
 Gast Construction Co., Inc.
(typed or printed name of organization)

By: _____
(individual's signature)

Date: 2/13/2026
(date signed)

Name: Michael Kirsch
(typed or printed)

Title: Project Manager
(typed or printed)

(If [Type of Entity] is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest: _____
(individual's signature)

Title: Project Manager
(typed or printed)

Address for giving notices:
 3410 39th Street South
 Fargo, ND 58104

Designated Representative:
 Name: Michael Kirsch
(typed or printed)

Title: Project Manager
(typed or printed)

Address:
 3410 39th Street South
 Fargo, ND 58104

Phone: 701-371-2659

Email: michaelk@gast-construction.com

License No.: 961, Class A
(where applicable)

State: ND

AGREEMENT BETWEEN OWNER AND CONTRACTOR FOR CONSTRUCTION CONTRACT (STIPULATED PRICE)

This Agreement is by and between the City of Fargo (“Owner”) and **Peterson Mechanical, Inc.** (“Contractor”).

Terms used in this Agreement have the meanings stated in the General Conditions and the Supplementary Conditions.

Owner and Contractor hereby agree as follows:

ARTICLE 1—WORK

1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

Improvements to the HVAC system, including but not limited to replacement of roof top units, VAV boxes, boilers, and controls, and incidentals for an existing office building located at 105 25th Street North in Fargo, ND. Work will also include commissioning, structural steel, acoustical ceilings, and minor roofing modifications. Background checks will be required for all personnel working on the project.

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2.01 The Project, of which the Work under the Contract Documents is a part, is generally described as follows:

Fargo PD HVAC

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3.01 The Owner has retained KLJ Engineering LLC (“Engineer”) to provide design support during construction.

3.02 The part of the Project that pertains to the Work has been designed by the Engineer.

ARTICLE 4—CONTRACT TIMES

4.01 *Time is of the Essence*

A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

4.02 *Contract Times: Dates*

A. The Work will be substantially complete on or before **September 30, 2026**, and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before **October 14, 2026**.

4.03 Milestones

A. Parts of the Work must be substantially completed on or before the following Milestone(s):

1. Milestone 1: Contractor shall complete the following on or before June 30, 2026:
 - i) Install new rooftop units including associated structural, electrical and roofing work;
 - ii) Demolish required existing ductwork in mechanical room and route ductwork from new rooftop units to existing ductwork;
 - iii) Startup rooftop units so they are fully operational, utilizing existing terminal units for reheat;
 - iv) HVAC system outages associated with this work shall be limited to a maximum of 48 consecutive hours. Outages shall be scheduled during periods when the forecasted outdoor ambient air temperature does not exceed 80°F. The Contractor shall begin outage-related work as early as practical on the scheduled outage day to minimize the duration of the HVAC system outage. The Contractor may independently start up rooftop units as they are installed, provided that total HVAC system outages do not exceed 48 hours at any time.

4.04 *Liquidated Damages*

- A. Contractor and Owner agree that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial and other losses if the Work is not completed and Milestones not achieved within the Contract Times, as duly modified. The parties also recognize the delays, expense, and difficulties involved in proving, in a legal proceeding, the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty):
 1. Substantial Completion: Contractor shall be subject to a reduction in payment of \$2,500 for each day that expires after the time (as duly adjusted pursuant to the Contract) specified in Paragraph 4.02 above for Substantial Completion until the Work is substantially complete.
 2. Completion of Remaining Work: After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times (as duly adjusted pursuant to the Contract) for completion and readiness for final payment, Contractor shall be subject to a reduction in payment of \$750 for each day that expires after such time until the Work is completed and ready for final payment. Liquidated damages for failing to timely attain Substantial Completion and final completion are not additive and will not be imposed concurrently.
 3. Milestones: Contractor shall be subject to a reduction in payment of \$250 for each day that expires after the time (as duly adjusted pursuant to the Contract) specified above for achievement of each Milestone, until Milestone is achieved, or until the time specified for Substantial Completion is reached, at which time the rate indicated in Paragraph 4.04.A.1 will apply, rather than the Milestone rate.
 4. Liquidated damages for failing to timely attain Milestones, Substantial Completion, and final completion are not additive, and will not be imposed concurrently.

ARTICLE 5—CONTRACT PRICE

5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents, the amounts that follow, subject to adjustment under the Contract:

- A. For a lump sum of: \$1,485,300.
- B. Contractor’s Bid is attached hereto as an exhibit.

ARTICLE 6—PAYMENT PROCEDURES

6.01 *Submittal and Processing of Payments*

A. Contractor shall submit Applications for Payment in accordance with Article 15 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.

6.02 *Progress Payments; Retainage*

A. Owner shall make progress payments on the basis of Contractor’s Applications for Payment on a monthly during performance of the Work as provided in Paragraph 6.02.A.1 below, provided that such Applications for Payment have been submitted in a timely manner and otherwise meet the requirements of the Contract. All such payments will be measured by the Schedule of Values established as provided in the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no Schedule of Values, as provided elsewhere in the Contract.

- 1. Owner may retain five percent (5%) of the amount due Contractor until the completion of the entire Contract work. In no case will the Owner make payment to a contractor who is in default under the terms of the Contract unless expressly authorized by the Board of City Commissioners.
- 2. The retained amounts will be according to the following table:

Percentage of Completion	Percent Retained
0-90%	5%
91-100%	1-5%*
* Reduction of retainage is at the discretion of the Engineer based on the progress of the contract	

6.03 *Final Payment*

A. Upon final completion and acceptance of the Work, Owner shall pay the remainder of the Contract Price in accordance with Paragraph 15.06 of the General Conditions.

6.04 *Consent of Surety*

A. Owner will not make final payment or return or release retainage at Substantial Completion or any other time, unless Contractor submits written consent of the surety to such payment, return, or release.

6.05 *Interest*

- A. All amounts not paid when due shall bear interest at the rate of 1.5 percent per annum.

ARTICLE 7—CONTRACT DOCUMENTS

7.01 *Contents*

- A. The Contract Documents consist of all of the following:
 - 1. This Agreement.
 - 2. Bonds:
 - a. Performance bond (together with power of attorney).
 - b. Payment bond (together with power of attorney).
 - 3. General Conditions.
 - 4. Supplementary Conditions.
 - 6. Supplemental Specifications for this Contract (not attached but incorporated by reference): Specifications for Fargo PD HVAC consisting of 355 pages.
 - 7. Drawings (not attached but incorporated by reference) consisting of 24 sheets with each sheet bearing the following general title: **Fargo PD HVAC**.
 - 8. Addenda (numbers 1 to 2, inclusive).
 - 9. Exhibits to this Agreement (enumerated as follows):
 - a. Contractor's Bid
 - 10. The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:
 - a. Notice to Proceed.
 - b. Work Change Directives.
 - c. Change Orders.
 - d. Field Orders.
- B. The Contract Documents listed in Paragraph 7.01.A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 7.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in the Contract.

ARTICLE 8—REPRESENTATIONS, CERTIFICATIONS, AND STIPULATIONS

8.01 *Contractor's Representations*

- A. In order to induce Owner to enter into this Contract, Contractor makes the following representations:

1. Contractor has examined and carefully studied the Contract Documents, including Addenda.
2. Contractor has visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
3. Contractor is familiar with all Laws and Regulations that may affect cost, progress, and performance of the Work.
4. Contractor has carefully studied the reports of explorations and tests of subsurface conditions at or adjacent to the Site and the drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, with respect to the Technical Data in such reports and drawings.
5. Contractor has carefully studied the reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, with respect to Technical Data in such reports and drawings.
6. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Technical Data identified in the Supplementary Conditions or by definition, with respect to the effect of such information, observations, and Technical Data on (a) the cost, progress, and performance of the Work; (b) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and (c) Contractor's safety precautions and programs.
7. Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
8. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
9. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and of discrepancies between Site conditions and the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
10. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
11. Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.

8.02 *Contractor's Certifications*

- A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 8.02:
1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process or in the Contract execution;
 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
 3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and
 4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

8.03 *Standard General Conditions*

- A. Owner stipulates that if the General Conditions that are made a part of this Contract are EJCDC® C-700, Standard General Conditions for the Construction Contract (2018), published by the Engineers Joint Contract Documents Committee, and if Owner is the party that has furnished said General Conditions, then Owner has plainly shown all modifications to the standard wording of such published document to the Contractor, through the Supplementary Conditions.

ARTICLE 9—MISCELLANEOUS

9.01 *Terms*

- A. Terms used in this Agreement will have the meanings stated in the General Conditions and the Supplementary Conditions.

9.02 *Assignment of Contract*

- A. Unless expressly agreed to elsewhere in the Contract, no assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, money that may become due and money that is due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

9.03 *Successors and Assigns*

- A. Owner and Contractor each binds itself, its successors, assigns, and legal representatives to the other party hereto, its successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

9.04 *Severability*

- A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement.

This Agreement will be effective on **March 2, 2026** (which is the Effective Date of the Contract).

Owner:

City of Fargo
(typed or printed name of organization)

By: _____
(individual's signature)

Date: _____
(date signed)

Name: Timothy J. Mahoney
(typed or printed)

Title: Mayor
(typed or printed)

Attest: _____
(individual's signature)

Title: Deputy City Auditor
(typed or printed)

Address for giving notices:
225 4th Street North
Fargo, ND 58102

Designated Representative:

Name: Adam Nordby
(typed or printed)

Title: Project Manager
(typed or printed)

Address:
225 4th Street North
Fargo, ND 58102

Phone: 701-964-0286

Email: anordby@FargoND.gov

(If [Type of Entity] is a corporation, attach evidence of authority to sign. If [Type of Entity] is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of this Agreement.)

Contractor:

Peterson Mechanical, Inc.
(typed or printed name of organization)

By: _____
(individual's signature)

Date: 2/12/20
(date signed)

Name: Michael Peterson
(typed or printed)

Title: Vice President
(typed or printed)

(If [Type of Entity] is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest: _____
(individual's signature)

Title: Steve Fradet VP
(typed or printed)

Address for giving notices:
3001 1st Avenue North
Fargo, ND 58102

Designated Representative:

Name: Sean Vadnais
(typed or printed)

Title: Project Manager
(typed or printed)

Address:
3001 1st Avenue North
Fargo, ND 58102

Phone: 701-212-0814

Email: svadnais@petersonmech.com

License No.: 2217, Class A
(where applicable)

State: ND



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: 2/23/2026

Receive & File: Sales Tax Collections

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

Award & Budget Adjustments

FARGODOME – Zamboni pit drain line repair (EM26111)
SWAT – Hometown Heros Foundation donation
Police – Fargo Police Foundation donation; Magnus One (RFQ26097)

Other Financial Considerations

Solid Waste – Purchase used Bomag compactor

City of Fargo

Comparative Sales Tax Analysis of All Sales Tax Revenue - ACCRUAL BASIS

Data as of 2/20/2026

Payment Date	Collection Month	County Amount	County		2% Sales Tax			City Total Amount	City Growth %	
			Collections	Growth %	PSST Amount	Infra & FC Amount	Infra & FC Collections Total Amount			
			23,236,103.87	-0.29%				68,274,579.41	74,935,830.45	-2.22%
2/23/2026	Dec-25	2,153,670.99			814,634.22	6,517,073.77				
1/23/2026	Nov-25	2,416,687.95			869,473.49	6,955,787.93				
12/19/2025	Oct-25	1,397,583.64			528,563.25	4,228,506.01				
11/24/2025	Sep-25	2,379,895.75			836,408.75	6,691,270.01				
10/21/2025	Aug-25	2,281,923.54			835,497.50	6,683,979.99				
9/22/2025	Jul-25	1,796,292.91			622,825.54	4,982,604.32				
8/21/2025	Jun-25	2,270,466.69			803,789.60	6,430,316.85				
7/22/2025	May-25	2,053,576.19			749,363.21	5,994,905.70				
6/20/2025	Apr-25	1,616,213.54			600,695.48	4,805,564.00				
5/21/2025	Mar-25	1,698,986.33				5,424,656.49				
4/23/2025	Feb-25	1,477,568.31				4,523,059.23				
3/21/2025	Jan-25	1,693,238.03				5,036,855.11				
			23,304,345.12	0.86%				69,824,744.71		0.83%
2/21/2025	Dec-24	2,207,030.88				6,626,714.99				
1/21/2025	Nov-24	2,281,112.22				6,540,733.39				
12/20/2024	Oct-24	1,764,529.62				5,342,358.63				
11/22/2024	Sept-24	2,257,740.11				6,622,406.84				
10/21/2024	Aug-24	2,088,361.27				6,284,633.45				
9/21/2024	July-24	1,746,626.42				5,168,111.30				
8/21/2024	June-24	2,659,707.17				7,859,913.01				
7/22/2024	May-24	1,348,902.41				4,252,926.43				
6/24/2024	Apr-24	1,759,660.73				5,404,517.72				
5/21/2024	Mar-24	2,276,388.27				6,980,911.25				
4/22/2024	Feb-24	1,023,591.77				3,163,097.74				
3/21/2024	Jan-24	1,890,694.25				5,578,419.96				
2023 Collections			23,106,462.71	8.18%				69,250,461.96		4.02%
2022 Collections			21,358,922.89	-2.56%				66,571,120.26		4.28%
2021 Collections			21,920,710.74	31.11%				63,840,810.53		29.90%
2020 Collections			16,719,327.13	0.30%				49,146,842.57		-5.00%
2019 Collections			16,670,136.34	6.04%				51,732,824.69		7.36%
2018 Collections			15,720,221.20					48,185,965.90		
2017 Collections			2,796,024.89							
Totals Since 2019			\$ 164,832,255					\$ 495,869,407		



**Report of Action:
FAHR Meeting of February 23, 2026**

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

Department: FARGODOME

Description: See Memo. FARGODOME requests a budget adjustment to fund emergency repairs to the main floor scubber drain ("Zamboni pit"). Requested funds are from the FARGODOME's Permanent Fund.

Net Financial Impact: \$18,435 from FARGODOME Permanent Fund

At their meeting, FAHR endorsed this request.

Suggested Motion:

Approve the recommendation for a 2026 FARGODOME capital budget adjustment of \$18,435 for replacement of the Zamboni pit drain line P-trap and installation of a catch basin to guard against future blockage at FARGODOME funded by the FARGODOME permanent fund.



February 19, 2026

Fargo City Commission
200 3rd Street North
Fargo, ND 58102

RE: EM26111 – FARGODOME Zamboni pit drain line repair

Commissioners:

During an event on Saturday, February 14, 2026, it was discovered that the drain line serving the large Zamboni pit, used as the main drain pit for floor scrubbers, washing machines, etc. was plugged and backing up. Upon further investigation, it was discovered that the p-trap for the drain had a large hole in it causing nothing to drain through the pipe.

Following purchasing policy, Operations staff created a scope of work and an authorization request for an Emergency Purchase to complete the immediate repair work was submitted to city of Fargo Purchasing and approval was received. This work includes cutting & removing the existing concrete – roughly a 3' x 3' area in the drain pit; removal of the existing floor drain and rotted out cast iron P trap; installation of a new PVC P-trap and necessary piping for a new catch basin; installation of precast polymer 18" deep catch basin with trash bucket; pour back of existing concrete to match. The emergency purchase was granted and Dakota Plains Mechanical was authorized for the work for the amount of \$18,435.00

Suggested Motion:

Approve the recommendation for a 2026 FARGODOME capital budget adjustment of \$18,435.00 for replacement of the zamboni pit drain line P-trap and installation of a catch basin to guard against future blockage at FARGODOME funded by the FARGODOME Permanent Fund.

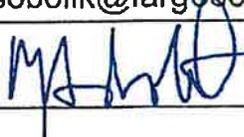
Thank you for your consideration of this matter.

Respectfully Submitted,

Rob Sobolik
General Manager, FARGODOME



EMERGENCY PURCHASE REQUEST FORM (EM)

Requested by:	Rob Sobolik	Department:	Fargodome
Date of Request:	February 18, 2026	Phone Number:	701-298-2658
E-mail:	rsobolik@fargodome.com		
Dept Head Signature:		Estimated Amount of Purchase:	\$18,435.00

Product or Service description:

The drain pipe for the "Zamboni" pit at Fargodome - the main drainage space that all equipment (floor scrubbers, mop buckets, washing machines, etc.) are drained in to, has a large hole in the bottom of the p-trap, comprising the drainage.

Dakota Plains Mechanical is able to repair this drain, and insert a catch basin to prevent further backups. This drain pipe is original to the building. DPM is very familiar with Fargodome operations and understands the need for working alongside building staff and maintaining operations as best as feasible.

Scope of Work is per the attached proposal from Dakota Plains Mechanical

Is a Contract required? Yes No

Vendor Name: Dakota Plains Mechanical			
Address: 315 27th Circle South			
City: Fargo	State: ND	Zip Code: 58103	
Contact Person: Kyle Jorissen		Title: President/Treasurer	
Telephone: 701-367-7134		Email: kyle@dakotaplainsmech.com	
Purchasing Manager Approval:			
Emergency Purchase Number (EM):		EM26111	



Proposal

Prepared For:

Fargodome Floor drain replacement

Date: February 18 2026

Kyle Jorissen
President/Treasurer
kyle@dakotaplainsmech.com
Cell: 701-367-7134

Dakota Plains Mechanical
315 27th Circle South
Fargo, ND 58103



Proposal

To: Jayson Metzger

Date: 2/18/26

Description: Floor drain replacement in loading dock area-Floor Scrubber dump pit

Includes:

- **Cut and remove existing concrete-Roughly 3'x3' area in pit**
- **Remove existing floor drain and rotted out cast iron P trap**
- **Install new PVC P-trap and necessary piping for new catch basin**
- **Install Precast Polymer Catch basin-18" deep with trash bucket**
- **Pour back existing concrete to match**

Total Cost: \$18,435.00

Kyle Jorissen
President/Treasurer
kyle@dakotaplainsmech.com
Cell: 701-367-7134

Dakota Plains Mechanical
315 27th Circle South
Fargo, ND 58103

Acceptance of proposal: The above prices are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above. We may withdraw this proposal if not accepted within 60 days.

Customer Acceptance:

Signature : _____

Title: _____

Acceptance Date: _____

Site Contact: _____

Phone: _____

Email: _____

Dakota Plains Mechanical Approval:

Signature: _____

Kyle Jorissen

Acceptance Date: _____

BUDGET ADJUSTMENT REQUEST

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

*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: FARGODOME

REQUESTED BY: Rob Sobolik **PROJECT NUMBER :** EM26111

DATE PREPARED: 2/18/2026

DESCRIPTION OF REQUEST: Repair Zamboni Pit drain pipe - large whole in drain pipe

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

REVENUE ACCOUNT NUMBER:	CURRENT BUDGET	REQUESTED ADJUSTMENT	NEW BUDGET
-----			= \$ -
-----			= \$ -
-----		+	= \$ -
-----		+	= \$ -
TOTAL REVENUE ADJUSTMENTS:			\$ -

EXPENSE ACCOUNT NUMBER:	CURRENT BUDGET	REQUESTED ADJUSTMENT	NEW BUDGET
570-7003-461.74-10 Capital Outlay		\$ 18,435	= \$ 18,435
-----			= \$ -
-----		+	= \$ -
-----		+	= \$ -
-----		+	= \$ -
-----		+	= \$ -
TOTAL EXPENSE ADJUSTMENTS:			\$ 18,435

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

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

FINANCE DEPT USE ONLY:

FAHR REVIEWED ON: _____

COMMISSION APPROVED ON: _____

ENTERED BY FINANCE: Date: _____

By: _____

BA# _____

**Report of Action:
FAHR Meeting of February 23, 2026**



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

Department: SWAT

Description: See Memo. SWAT requests permission to accept donated funds from the Hometown Heros Foundation and use those funds to purchase supplies and equipment as noted.

Net Financial Impact: \$0 (donation)

At their meeting, FAHR endorsed this request.

Suggested Motion:

Accept \$4,038.90 donated funds from Hometown Heros Foundation to use for equipment and supplies and approve related budget adjustment.



RED RIVER VALLEY S.W.A.T.

MEMORANDUM

To: F.A.H.R. Committee

From: LT Tom Shaw

Date: 02/19/2026

RE: Hometown Heroes Foundation Donation

The Red River Valley SWAT team requested funds from the Hometown Heroes Foundation fundraiser that was conducted at the Fargo Force Hockey Game on 1/17/2026. Regional first responder organizations were invited to submit fund requests to the Hometown Heroes Foundation in order to purchase needed equipment.

Out of the 29 first responder organizations the Red River Valley SWAT Team placed 6th to receive funds from the foundation. The Red River Valley SWAT team was awarded \$4,038.90 to purchase 75 CAT Tourniquets, 30 HyFin Chest Seals and one Kiwi Breaching Pole. The medical supplies will aid in the ability to treat both team members and civilian casualties during operations should they occur. The Kiwi Breaching Pole will provide the team with a method to breach doors while maintaining a safe distance from the entry point of structures.

I have included a budget adjustment form, award email from Hometown Heroes and the Hometown Heroes fund request as well as information pertaining to the specific equipment the SWAT team will be purchasing with the funds.

Recommended Motion:

Accept the funds from the Hometown Heroes Foundation and place them in the General Supplies account for the purchase of aforementioned equipment.

Revenue Accounts:

216-5016-365.10-00 - \$4,038.90

Expense Accounts:

216-5016-411.61-40 (General Supplies) - \$4,038.90



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 Police Department, SWAT
REQUESTED BY: LT Tom Shaw **PROJECT NUMBER :** _____
DATE PREPARED: 2/19/2026

DESCRIPTION OF REQUEST: The Red River Valley SWAT Team is a 501(c)(3) non-profit organization that provides training and support to law enforcement agencies in the Red River Valley. The fund is being established for the SWAT Team.

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

REVENUE ACCOUNT NUMBER:	CURRENT BUDGET	REQUESTED ADJUSTMENT	NEW BUDGET
216-5016-365.10-00	\$ -	\$ 4,039	= \$ 4,039
			= \$ -
		+	= \$ -
		+	= \$ -
TOTAL REVENUE ADJUSTMENTS:		\$ 4,039	

EXPENSE ACCOUNT NUMBER:	CURRENT BUDGET	REQUESTED ADJUSTMENT	NEW BUDGET
216-5016-411-61-40	\$70,932	\$ 4,039	= \$ 74,971
			= \$ -
		+	= \$ -
		+	= \$ -
		+	= \$ -
		+	= \$ -
		+	= \$ -
TOTAL EXPENSE ADJUSTMENTS:		\$ 4,039	

*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# _____

Thomas Shaw

To: Thomas Shaw
Subject: RE: 12TH ANNUAL HOMETOWN HEROES NIGHT RAISES RECORD SETTING \$115,459.88

From: Katie Merrick ~~k.merrick@fargoforce.com~~
Sent: Thursday, January 29, 2026 10:56 AM
To: Hometown Heroes <cross.hometownheroes@gmail.com>
Subject: [BULK] 12TH ANNUAL HOMETOWN HEROES NIGHT RAISES RECORD SETTING \$115,459.88

CAUTION: This email originated from an outside source. Do not click links or open attachments unless you know they are safe.

The Fargo Force and Cross Insulation are proud to announce that the 12th Annual Hometown Heroes Event has raised a record setting \$115,459.88 to be donated back to emergency service organizations throughout Cass & Clay Counties!

This year, there were 29 total organizations that submitted applications totaling \$173,062.76. Fund request groups #1 - #20 will receive funds to purchase their requested items including AED'S for the BAQRU, Ambulance Cot Upgrades for Barnesville Ambulance, Auto Extrication Struts for Kindred Fire and more.

ORGANIZATIONS RECEIVING FUNDS:

Buffalo Area Quick Response Unit - Barnesville Ambulance - Casselton Fire Department - Cass County Sherriff's Office - Moorhead Fire Department - Red River Valley SWAT - Harwood Fire & Rescue - Barnesville Fire Department - Fargo Fire Department - Kindred Fire Department - Grandin/Gardner Fire Department - Sabin-Elmwood Fire Department - West Fargo Rural Fire Department - Dilworth Fire Department - Barnesville Police Department - Felton First Responders Inc. - Davenport Fire & Rescue - Hitterdal Area Fire Department - West Fargo Fire Department - Ulen Fire Department

43 different local emergency service organizations came together to put on this event in addition to 60 different individuals & businesses who donated their time, products, and funds to help support our Hometown Heroes.

Please let me know if you have any questions, feel free to use any of the graphics attached or photos from the event linked below!

<https://www.dropbox.com/scl/fo/6ivx3olahilzxlol2x5ph/ANXLO4Rkd3wRcA7cGPsyWss?rlkey=gnm3usxkucd6jweww0i5aul8o&st=8irt393w&dl=0>

Thanks,



ORGANIZATION NAME: RED RIVER VALLEY SWAT

CONTACT NAME & POSITION: COMMANDER TOM SHAW

PHONE NUMBER: 701-799-6390

EMAIL: tshaw@fargond.gov

AMOUNT OF FUNDS REQUESTED - INCLUDE TAX AND SHIPPING INTO QUOTE (\$7,500 MAXIMUM)
\$4,058.90

AVERAGE CALLS PER YEAR: 25 HOW MANY PEOPLE DO YOU SERVE?: APPR. 258,052

ITEM(S) THAT WILL BE PURCHASED WITH THE REQUESTED FUNDS

75 CAT TOURNIQUETS, 300 HY-FIN CHEST SEALS, KIWI BREACH POLE

WHAT WILL THE ITEM(S) BE USED FOR?

THE TOURNIQUETS AND CHEST SEALS WILL BE USED ON OFFICERS AND CIVILIANS WHO NEED EMERGENCY MEDICAL CARE. THE KIWI BREACH POLE WILL BE USED TO GAIN ENTRY TO STRUCTURES IN ORDER TO STOP LIFE THREATENING ACTIVITY AND/OR ENFORCE THE LAW.

WHO WILL THIS DIRECTLY BE BENEFITING?

THE EQUIPMENT WE'VE REQUESTED WILL SPECIFICALLY BENEFIT THE COMMUNITY AND LAW ENFORCEMENT. RED RIVER VALLEY SWAT RESPONDS TO CRITICAL INCIDENTS WHERE CITIZENS AND REGIONAL LAW ENFORCEMENT COULD BE AT RISK. THIS EQUIPMENT WOULD PROVIDE THE TEAM WITH VALUABLE ASSETS TO USE IN THESE SITUATIONS.

The Fargo Force will purchase the item/equipment/training directly for the organization requesting due to our non-profit rules. Please include a quote (make sure quotes stay valid through the end of February 2026) or info on how to purchase when submitting the fund request form. The item must be purchased by us directly, but can be ordered by the organization requested. Payment will be made via check in February 2026. If item can only be purchased online, please make sure the items can be paid for via check.

THE DEADLINE TO SUBMIT THIS FORM IS DUE FRIDAY, OCTOBER 31ST, 2026.

The patented C-A-T® is a true one-handed tourniquet proven to be 100% effective by the U.S. Army's Institute of Surgical Research. Tests proved that the CAT completely occluded blood flow of an extremity in the event of a traumatic wound with significant hemorrhage.

The Gen 7 CAT utilizes a durable windlass system with a patented free-moving internal band providing true circumferential pressure to the extremity. Once adequately tightened, bleeding will cease and the windlass is locked into place. A hook and loop windlass retention strap is then applied, securing the windlass to maintain pressure during casualty evacuation. The CAT's unique dual securing system avoids the use of screws and clips which can become difficult to operate under survival stress or where fine motor skills are compromised.

The patented Combat Application Tourniquet® (C-A-T®) featuring the proprietary red tip design and the mechanical advantage of a band within a band has been the Official Tourniquet of the U.S. Army since 2005. The innovations in the CAT are protected by U.S. Patent Nos. 7,842,067 and 7,892,253.

Product Enhancements:

- Single Routing Buckle for faster application, decreased blood loss, effective slack removal, fewer windlass turns, and simplified training with single protocol application standards
- Reinforced windlass rod with increased diameter for enhanced strength and aggressive ribbing for improved grip
- Bilateral windlass clip for rapid windlass lock and bilateral buttress for added strength
- Enhanced windlass strap changed to tactical gray and secured to the latch for constant contact providing safe windlass security and a place to document the application time
- Reinforced stabilization plate with beveled contact bar

- Signature red elliptical tip (Red Tip Technology®) provides visual cue during application
- Patented free-moving internal band for true evenly distributed circumferential pressure

Special Features:

- Awarded as one of the “Top 10 Greatest Inventions” by the U.S. Army
- Official Tourniquet of the U.S. Army
- Used by both conventional and Special Operation forces
- Proven to be 100% effective in occluding blood flow in both upper & lower extremities by the U.S. Army’s Institute of Surgical Research
- True, one-handed application tourniquet
- Quickly controls life-threatening extremity bleeding
- Recommended by the Committee on Tactical Combat Casualty Care
- Designed to perform in all weather conditions
- Small and cost-effective
- Protected by U.S. Patent Nos. 7,842,067 and 7,892,253

Dimensions:

- Packaged: L 6.5 in. x W 2.4 in. x D 1.5 in.
- Open Length: 37.5 in.
- Strap Width: 1.5 in.
- Weight: 3.04 oz





Combat Application Tourniquet (C-A-T) \$2,549.25
Gen 7 by North American Rescue

Price with tax

Subtotal	\$2,549.25
Shipping 	FREE
Total	\$2,549.25

Hyfin® Vent Chest Seal Twin Pack

The HyFin® Vent Chest Seal Twin Pack from North American Rescue sets the standard for the treatment of penetrating injuries to the chest. Two separately packaged vented chest seals are offered in one unique package for treatment of both entry/exit or multiple penetrating injuries to the chest.

The HyFin® Vent Chest Seal design provides 3-vented channels that prevent airflow into the chest cavity during inspiration while allowing air to escape through the vent channels during exhalation. The 3-vent channels allow blood to escape and also provide a backup fail-safe system, as even if two of the three channels become obstructed, the vent will remain fully operational.

Advanced adhesive technology provides superior adhesion in the most adverse conditions, including sweaty or hairy casualties. Packaged in rugged, easy-to-open foil pouches, the perforated packaging allows rescuers to open only one dressing at a time as needed. Each chest seal also includes a gauze pad to wipe the wound surface prior to application. Each HyFin® Vent Chest Seal has a large, Red-Tip™ pull tab for single-step peel-and-apply application and allows for the burping of the wound if necessary. The clear, transparent backing allows for easy placement over the wound area and conformability to the patient's chest.

This product meets or exceeds the current EMS Standard of Care and TCCC & TECC Guidelines for treatment of penetrating injuries to the chest.

Hyfin® Vent Chest Seal Twin Pack Features

- Patented, new design with 3-channel pressure relief vents
- Two Chest Seals for the treatment of both entry/exit or multiple penetrating injuries
- Advanced adhesive technology for a superior seal in the most adverse conditions, including sweaty or hairy casualties
- 3-vent channels that prevent airflow into the chest cavity during inspiration while allowing air to escape through the vent channels during exhalation

- Vent channels allow blood to escape and provides a backup fail-safe system as even if two of the three channels become obstructed, the vent will remain fully operational
- Easy-to-grip, large Red-Tip™ tab for single step, peel-and-apply application that allows for the burping of the wound if necessary
- Rugged, easy-to-open foil package featuring signature Red-Tip Technology™ tear notches with perforated packaging allowing rescuers to open only one dressing at a time as needed

Quote Draft

SUBMIT

Buyer info

Tom Shaw
 tshaw@fargond.gov
 Red River Valley SWAT
 701-799-6390

Billing

Please add billing address

Shipping

Red River Valley SWAT
 Tom Shaw
 105 25th St N
 Fargo North Dakota 58102 US
 701-799-6390

Quote info

Title: Hometown Heroes Fund Request
 Reference:
 CC:

EDIT INFO

1 products

Product	Price	Qty	Total
 Hyfin & Vent Chest Seal Twin Pack	\$16.39	30	\$491.70
Per page 12			1 of 1

Quote summary

Sub Total	\$491.70
Shipping	1.00
Estimated Tax	\$0.00
Grand total	\$491.70

Add to quote

Message

Introducing the KBP Breaching Pole System. The system has been designed to breach wood/metal doors and windows. This revolutionary new product enhances speed and keeps the breacher at a safe distance from the intended target.

Each Breaching Pole System includes:

- 11 foot (3.3m) extendable pole
- Fire hose charge detachable head for wood and metal doors
- Window frame charge & hockey puck metal door charge detachable head
- Shock tube lead line pull through guide
- Charge swivel pads x 4 (expendable items)
- Charge extension rods x 4 (expendable items)
- Assembly instruction sheets
- Safety instruction sheet



KBP Breaching Pole System x 1

\$975.00

\$975.00

\$16.95

\$0.00

\$991.95 USD



**Report of Action:
FAHR Meeting of February 23, 2026**

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

Department: Police

Description: See Memo. Police requests to accept a donation from the Fargo Police Foundation in the amount of \$33,000 to fund the implementation of the Magnus One Wellness Application and related training. As noted in the memo, Magnus One has provided two consecutive one-year contract extension options, contingent upon the availability of future Fargo Police Foundation funding. The contract has been reviewed by the City Attorney.

Net Financial Impact: \$0 (donated funds)

At their meeting, FAHR endorsed this request.

Suggested Motion:
Accept donation and related budget adjustment from the Fargo Police Foundation in the amount of \$33,000 to purchase a 2026 subscription to the Magnus One Wellness Application and associated training to support Fargo Police Department's wellness initiative.



FARGO POLICE DEPARTMENT

A SAFE AND UNIFIED COMMUNITY BUILT ON TRUST, ACCOUNTABILITY AND INCLUSION

OFFICE OF THE CHIEF

MEMORANDUM

To: FAHR Committee and City Commissioners

From: Assistant Chief Travis Stefonowicz

Date: February 19, 2026

RE: Acceptance of Fargo Police Foundation Donation for the Magnus One Wellness App and Training

Dear City Commissioners,

The Fargo Police Department respectfully requests approval to accept a generous donation from the Fargo Police Foundation in the amount of \$33,000 to fund the implementation of the Magnus One Wellness Application and associated training. This investment directly advances the Foundation's mission and longstanding support for officer wellness, supportive and readiness resources. These funds have been formally approved by the Fargo Police Foundation.

The Fargo Police Department followed the competitive procurement process through RFQ26097 and received and evaluated three wellness applications: Magnus One, Sworn, and Lexipol. This service will enhance officer wellness, post-incident response, coaching tools and resilience.

Vendor proposal were as follows:

- Magnus One: \$23,000.00/year, vendor will host Magnus One two-day training for \$10,000, equipping 40 officers and supervisors to apply Elasticity Theory and maximize utilization.
- Lexipol: \$30,000.00/year
- Sworn: \$65,700.00/year

Funding Source and Future Planning:

This entire project, including the app subscription and training, are approved and fully funded by the Fargo Police Foundation, ensuring no impact on the operational budget.

Magnus One has also provided two consecutive one-year contract extension options at the same annual cost of \$23,000, contingent upon the availability of future Fargo Police Foundation funds. A copy of the contract, which has been reviewed by the City Attorney, is attached.

We appreciate the Committee's continued support of initiatives that directly enhance Officer Safety and Wellness and the Department's service to our community.

Thank you for your time and consideration.

Recommended Motion:

Accept donation and related Budget Adjustment from Fargo Police Foundation in the amount of \$33,000 to purchase Magnus One Wellness Application and associated training to support Fargo Police Department's wellness initiative.



REQUEST FOR QUOTES FORM (RFQ)

Requested by:	Sgt. Shawn Gamradt	Department:	Fargo Police Department
Date of Request:	02/04/2026	Phone Number:	701-238-8967
E-mail:	sgamradt@fargond.gov		
Dept Head Signature:		Amount of Purchase:	\$33,000.00 1st year with option for extension

Request for Quotes Purchase Requirement:

\$10,001 - \$100,000 A minimum of three (3) written quotes must be solicited from vendors,

Is a Contract Required? Yes No If yes, send a signed copy to Purchasing@FargoND.gov

Product or Service description:

MAGNUS ONE Solutions deliver a comprehensive wellness and leadership development platform for public safety professionals through two integrated offerings. The MAGNUS ONE Wellness Coach is a two-day, instructor-led course designed to build proactive peer support and resilience skills, moving beyond post-incident response with science-backed practices and practical coaching tools. Participants receive printed materials, assessments, and 90-day app access for continued engagement. Complementing this, the MAGNUS ONE Mobile App provides 24/7 access to personalized leadership and wellness content built on the proprietary "11 Rings of Performance & Well-Being." Features include daily prompts, self-assessments, journaling, and agency-specific customization, supporting continuous development, resilience, and organizational health. Together, these offerings combine in-person training with digital reinforcement to foster a culture of proactive wellness and high-impact leadership.

Vendor #1 Name	Magnus One	Quote	33,000.00 (\$23,000 Software \$10,000 Training)
Vendor #2 Name	Lexipol	Quote	30,000.00
Vendor #3 Name	Sworn.ai	Quote	65,7000.00

Vendor Selected: Readiness Network, Inc dba Magnus One		
Address: 338 Raleigh Street		
City: Holy Springs	State: NC	Zip Code: 27845
Contact Person: Jeff Kingsfield	Title: CEO	
Telephone: 404-787-65144	Email: jeff.kingsfield@commandcollege.org	
Purchasing Manager Approval: 		
Request for Quote (RFQ) Number: RFQ26097		

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 Police Department

REQUESTED BY: Shawn Gamradt

PROJECT NUMBER : PD95

DATE PREPARED: 2/3/2026

DESCRIPTION OF REQUEST:

Fargo Police Foundation Donation in the amount of \$33,000 for Magnus One App and training in 2026

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

REVENUE ACCOUNT NUMBER:	CURRENT BUDGET	REQUESTED ADJUSTMENT	NEW BUDGET
101-0000-365-85-00		\$ 33,000	\$ 33,000
			= \$ -
	+		= \$ -
	+		= \$ -
TOTAL REVENUE ADJUSTMENTS:		\$ 33,000	

EXPENSE ACCOUNT NUMBER:	CURRENT BUDGET	REQUESTED ADJUSTMENT	NEW BUDGET
101-5045-411-38-99 (PD95)		\$ 33,000	\$ 33,000
			= \$ -
	+		= \$ -
	+		= \$ -
	+		= \$ -
	+		= \$ -
	+		= \$ -
TOTAL EXPENSE ADJUSTMENTS:		\$ -	

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

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



FARGO POLICE DEPARTMENT
February 5, 2026

MAGNUS Leader APP SaaS SUBSCRIPTION CONTRACT

READINESS NETWORK, INC,
d/b/a INTERNATIONAL ACADEMY OF PUBLIC SAFETY
d/b/a NATIONAL COMMAND AND STAFF COLLEGE

This Agreement (“Agreement”) is made and entered into this 5th day of February, 2026 (“Effective Date”), by and between **The Fargo Police Department**, located at 105 25th St N, Fargo, ND 58102 (hereinafter referred to as the “AGENCY”), and **Readiness Network, Inc.**, a North Carolina corporation doing business as the **International Academy of Public Safety, National Command & Staff College**, and **MAGNUS | ONE** with offices located at 338 Raleigh Street, Holly Springs, NC 27540 (hereinafter referred to as “READINESS”).

1.0 Scope of Work

The AGENCY agrees to engage READINESS to provide a suite of services and digital tools in support of leadership development and workforce performance, as outlined in the following offerings (collectively referred to as the “Services”). Each offering is further detailed in the attached Exhibits:

- **Exhibit A – MAGNUS Leader Mobile Application**
A mobile platform providing 24/7 access to training, coaching content, and performance strategies based on the 11 Rings of Performance & Well-Being.

The Services will be delivered over a period of three (3) years beginning on the Effective Date and continuing through the contract term, unless terminated earlier in accordance with Section 7.0. The full scope and deliverables for each offering are incorporated by reference as if fully set forth herein.

2.0 Payment Terms

The total contract value for the one (1) year term is **\$23,000**, with the annual fees fixed for the duration of the one (1) year term to provide price certainty for the AGENCY. Payment shall be made in accordance with the following schedule:

Contract Year	Annual Subscription Fee	Invoice Date	Payment Due Date
Year 1	\$23,000	Mar - 2026	April - 2026

Payment is due NET 30 days from the invoice date. All payments shall be made via ACH transfer to the banking details provided by READINESS.

If the AGENCY prefers to pay via credit card, a processing fee of 6% will be applied to the total invoice amount, in accordance with fees passed on by the processing institution.

Invoices will be issued annually on or around the contract anniversary date, unless otherwise agreed in writing. Late payments may be subject to a service charge of 1.5% per month, or the maximum allowed by law. If required by AGENCY, a valid purchase order must be provided before invoice issuance.

3.0 Indemnification

READINESS shall indemnify, defend, and hold harmless the AGENCY, its officers, agents, and employees from and against any and all claims, damages, losses, liabilities, costs, and expenses (including reasonable attorneys' fees) arising out of or resulting from the negligent acts, omissions, or willful misconduct of READINESS, its employees, agents, or subcontractors in connection with the performance of this Agreement.

This indemnification obligation shall not apply to the extent that any such claim, damage, loss, or expense arises solely from the negligence, misconduct, or failure of the AGENCY, its officers, agents, or employees.

Except in the case of gross negligence, willful misconduct, or breach of confidentiality, READINESS's total liability under this Agreement shall not exceed the total amount paid by the AGENCY to READINESS in the twelve (12) months immediately preceding the event giving rise to the claim.

READINESS's obligations under this section shall survive the termination or expiration of this Agreement.

4.0 Insurance Requirements

READINESS shall maintain, throughout the term of this Agreement, insurance coverage in the types and minimum amounts described below. All insurance shall be issued by companies authorized to do business in the applicable jurisdiction and rated A- or better by A.M. Best. Where applicable, the AGENCY shall be named as an additional insured.

A. Commercial General Liability Insurance: Occurrence-based general liability insurance with a minimum limit of **\$1,000,000 per occurrence** and, if applicable, a **general aggregate of \$2,000,000** or more.

B. Professional Liability Insurance: Professional liability (errors and omissions) insurance with a minimum limit of **\$1,000,000 per claim**.

C. Workers' Compensation Insurance: Coverage as required by applicable state law, including employer's liability coverage where required.

Before commencing work, READINESS shall provide the AGENCY with valid Certificates of Insurance evidencing compliance with this Section. The certificates shall clearly list policy limits, effective dates, and name the AGENCY as additional insured where applicable.

In the event of cancellation, nonrenewal, or material change in coverage, READINESS shall notify the AGENCY in writing immediately upon notice from the insurer, and in no event less than ten (10) business days prior to the effective date of such change. READINESS shall furnish complete copies of policies upon request.

READINESS agrees to maintain continuous insurance coverage that meets these requirements throughout the term of this Agreement.

5.0 Independent Contractor Status

READINESS shall at all times be deemed an **independent contractor** in the performance of this Agreement and shall not be considered an employee, agent, partner, or joint venture of the AGENCY. Nothing in this Agreement shall be construed to create any employer-employee relationship, partnership, or joint enterprise between the parties. READINESS shall be solely responsible for all taxes, withholdings, insurance, and any other obligations related to its personnel.

6.0 Incident Reporting

READINESS shall promptly notify the AGENCY of any event, incident, or circumstance arising during the performance of this Agreement that results in, or may reasonably be expected to result in, injury to any person or damage to any property, or that may otherwise subject either party to liability.

Notification must be made as soon as reasonably practicable upon discovery of such an event. READINESS's reporting obligations do not require disclosure of any information protected by privilege or confidentiality laws (e.g., attorney-client communications). Reporting to the AGENCY shall not substitute for or satisfy any statutory or legal obligation to report such events to law enforcement or other regulatory authorities.

7.0 Termination and Data Handling

a. Termination for Convenience

This Agreement may be terminated by either party at any time, with or without cause, by providing thirty (30) days' written notice to the other party.

b. Termination for Cause

The AGENCY may terminate this Agreement immediately in the event of a material breach by READINESS, including failure to perform services as agreed. In such a case, the AGENCY shall notify READINESS in writing of the breach. Upon termination for cause, the AGENCY may adjust any outstanding payments to reflect any costs incurred as a result of READINESS's default.

If it is later determined that READINESS was not in breach, the termination shall be deemed a termination for convenience, and READINESS shall be entitled to payment for all services properly rendered and documented expenses incurred through the termination date.

c. Post-Termination Data Access and Obligations

Upon termination of the Agreement, READINESS agrees to:

- Maintain user data (including training transcripts and student records) and SCORM course access for a period of one (1) year following termination, unless otherwise requested in writing by the AGENCY.
- Immediately terminate the AGENCY's administrative access to all systems and platforms.
- Return all AGENCY-owned data, educational programs, or materials that were provided to READINESS during the term of the Agreement.
- Certify in writing that all such data and materials have been returned or securely deleted.

d. No Long-Term Obligation

By exercising the Termination for Convenience clause, the AGENCY shall have no further obligation to pay for subsequent contract years (Year 2 or Year 3) beyond the current active and paid-for service period.

READINESS's data handling obligations under this section shall survive the termination or expiration of this Agreement.

8.0 Assignment and Amendments

Neither this Agreement nor any of the rights, interests, or obligations hereunder shall be assigned, delegated, or otherwise transferred by either party without the prior written consent of the other party. This includes, without limitation, assignment by operation of law, merger, acquisition, or sale of substantially all assets.

Notwithstanding the foregoing, READINESS may assign this Agreement without prior consent in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets, provided that the successor entity agrees in writing to be bound by the terms and conditions of this Agreement. READINESS shall provide written notice of any such assignment to the AGENCY within thirty (30) days of its effective date.

Any other attempted assignment in violation of this Section shall be null and void.

This Agreement may be amended or modified only by a written instrument clearly identified as an amendment to this Agreement and signed by duly authorized representatives of both parties.

9.0 Compliance with Laws

READINESS shall comply with all applicable federal, state, local, and agency-specific laws, regulations, ordinances, permits, and guidelines in the performance of this Agreement. This includes, but is not limited to, laws governing:

- Data privacy and security
- Equal opportunity and non-discrimination
- Accessibility (e.g., ADA compliance, where applicable)
- Public sector procurement and contracting standards

READINESS shall be solely responsible for obtaining and maintaining any licenses, certifications, permits, or other approvals necessary to deliver the services and fulfill its obligations under this Agreement.

READINESS shall remain informed of, and adhere to, any changes in applicable legal or regulatory requirements that may impact its obligations during the term of this Agreement.

10.0 Use of Subcontractors

READINESS may engage qualified subcontractors to perform portions of the services under this Agreement. In all such cases, READINESS shall:

- Remain fully responsible for the performance of its obligations under this Agreement, including those performed by any subcontractor;
- Ensure that all subcontractors comply with the terms of this Agreement;
- Be liable for any acts, omissions, or breaches of this Agreement by its subcontractors as if they were acts or omissions of READINESS itself.

READINESS shall, upon written request by the AGENCY, provide a list of any subcontractors engaged to perform substantial portions of the services under this Agreement.

11.0 Data Ownership and Use Restrictions

All software programs, content, presentations, assessments, training records, and any other data, documents, or materials provided by the AGENCY or generated by its personnel or Authorized Users in connection with this Agreement shall remain the sole and exclusive property of the AGENCY.

This includes, but is not limited to, any data hosted or stored on READINESS's platforms under the AGENCY's domain name or access credentials.

READINESS shall not use, share, sell, or reproduce AGENCY-owned data, content, or intellectual property for any purpose beyond the delivery of services under this Agreement without the prior written consent of the AGENCY.

However, READINESS may use data in a fully anonymized and aggregated form for internal analysis, product development, benchmarking, and promotional use, provided that:

- No personally identifiable information (PII), agency name, or identifying characteristics are disclosed;
- Such use complies with all applicable privacy and data protection laws;
- The insights derived are not attributable to the AGENCY or its users without express permission.

All rights not expressly granted herein are reserved by the AGENCY.

12.0 Debarment Certification

READINESS certifies that neither it nor any of its officers, directors, or key personnel ("principals") are presently:

- Debarred,
- Suspended,
- Proposed for debarment,
- Declared ineligible, or
- Voluntarily excluded

from participation in any federal, state, or local government contracts or programs.

READINESS further certifies that it has not been convicted of, or had a civil judgment rendered against it for, commission of fraud or a criminal offense in connection with obtaining or performing a public contract.

READINESS agrees to immediately notify the AGENCY in writing if, during the term of this Agreement, it or any of its principals become subject to any of the actions listed above.

13.0 Technical Soundness and Corrections

READINESS shall ensure that all services, deliverables, and software programs provided under this Agreement are technically sound, free from material defects, and performed in accordance with commercially reasonable standards, as well as all applicable federal, state, and local statutes, codes, and regulations relevant to the scope of work.

In the event that any deliverable or service provided by READINESS is found to contain errors, omissions, or fails to conform to the requirements of this Agreement due to the fault of READINESS, it shall, at its own expense and within a reasonable time, **correct or revise** such nonconforming work to meet the agreed-upon standards.

This obligation to correct or revise does not waive or limit any other rights or remedies available to the AGENCY under this Agreement or applicable law.

14.0 Intellectual Property Infringement

READINESS represents and warrants that all services, deliverables, and materials provided under this Agreement:

- Do not infringe upon or misappropriate any patent, copyright, trademark, trade secret, or other proprietary rights of any third party;
- Do not incorporate any confidential, proprietary, or trade secret information of a third party without proper authorization;
- Are free of any encumbrances, liens, or claims by any third party.

READINESS further represents that neither it nor any subcontractor or third-party provider engaged in the performance of this Agreement is under any obligation that would prevent full and unencumbered transfer or use of the work provided to the AGENCY under this Agreement.

In the event of any claim or action alleging intellectual property infringement relating to the services or deliverables, READINESS shall promptly notify the AGENCY and, if legally liable, shall bear all costs related to defending or resolving such claims.

15.0 Authority and No Conflicts

READINESS represents and warrants that:

- It has full power and authority to enter into and perform this Agreement;
- The execution, delivery, and performance of this Agreement does not and will not conflict with or violate any other agreement, judgment, order, or obligation by which READINESS is bound;

- There is no pending or, to its knowledge, threatened litigation, claim, or proceeding alleging that the performance of this Agreement infringes or violates the rights of any third party;
- The individual executing this Agreement on behalf of READINESS has been duly authorized and empowered to bind READINESS to all terms, conditions, and obligations set forth herein.

16.0 Corporate Standing and Operational Capacity

READINESS represents and warrants the following:

16.1 It is a corporation duly organized, validly existing, and in good standing under the laws of its state of incorporation.

16.2 It has all necessary corporate power and authority to enter into this Agreement and perform its obligations hereunder. No further corporate action or governmental approval is required.

16.3 It is duly authorized and in good standing to conduct business in each jurisdiction in which such authorization is legally required for the performance of this Agreement.

16.4 It has obtained and will maintain, at its own expense, all necessary licenses, permits, certifications, and approvals required to provide the services and deliverables described herein.

16.5 Any subcontractor engaged by READINESS to perform a material portion of the work has the financial and operational capacity to meet its obligations under this Agreement.

16.6 READINESS maintains accounting systems and records in accordance with generally accepted accounting principles (GAAP) and is capable of segregating costs by task or project to support reporting and audits as required.

17.0 Force Majeure

Neither party shall be liable for any delay or failure to perform its obligations under this Agreement due to causes beyond its reasonable control, including but not limited to: acts of God, natural disasters, war, terrorism, civil unrest, labor disputes, government actions, pandemic-related restrictions, utility failures, or supply chain disruptions (“Force Majeure Event”).

To be excused from performance, the affected party must:

- Promptly notify the other party in writing of the Force Majeure Event, including its nature and expected duration;

- Use commercially reasonable efforts to mitigate the effects of the delay and resume performance as soon as practicable.

The time for performance shall be extended by a period equal to the duration of the Force Majeure Event, provided that the delay does not exceed **thirty (30) consecutive days**. If the delay continues beyond that period, either party may terminate this Agreement without penalty upon written notice.

18.0 Publicity and Use of Agency Name

READINESS shall not use the name, logo, seal, or other identifying marks of the AGENCY in any advertising, promotional materials, press releases, case studies, or public statements without the **prior written consent** of the AGENCY.

This Agreement shall not be construed as an endorsement by the AGENCY of READINESS, its services, or its products, and READINESS shall not represent or imply otherwise in any public communications.

Any materials that reference the AGENCY, directly or indirectly, must be submitted in advance to the AGENCY for review and written approval. This includes, but is not limited to: websites, printed collateral, presentations, and media releases.

READINESS may not contract on behalf of the AGENCY, nor release public communications purporting to represent the views or policies of the AGENCY without written authorization.

19.0 No Third-Party Beneficiaries

This Agreement is entered into solely for the benefit of the AGENCY and READINESS. Nothing in this Agreement, whether express or implied, is intended to confer any rights, remedies, obligations, or liabilities upon any third party.

No person or entity not a party to this Agreement shall have any legal or equitable right to enforce any provision of this Agreement.

20.0 Cessation of Business and Transition Support

In the event READINESS ceases operations or anticipates ceasing operations during the term of this Agreement, it shall promptly notify the AGENCY in writing and implement a formal transition plan to ensure minimal disruption of service.

READINESS shall, at no additional cost to the AGENCY:

- Provide immediate access to all AGENCY-owned data, software, documentation, and records;
- Transfer any previously escrowed or hosted data assets to the AGENCY or its designee in a usable format;

- Grant the AGENCY or its authorized representative access to READINESS's systems, facilities, or platforms as necessary to retrieve and secure AGENCY-owned materials;
- Deliver a complete inventory of all servers, routers, software, hardware, and configurations involved in the delivery of services;
- Identify which components are dedicated to or owned by the AGENCY;
- Provide comprehensive documentation of services rendered, configurations, and system architecture;
- Perform and document a gap analysis comparing current services to those to be provided by any successor vendor;
- Collaborate with the successor provider to ensure a smooth transition, including advance coordination of all necessary activities.

These obligations shall survive termination of the Agreement due to business cessation.

21.0 Governing Law and Venue

This Agreement shall be governed by and construed in accordance with the laws of the **State of North Dakota**, without regard to its conflict of laws principles.

Any legal action or proceeding arising out of or relating to this Agreement shall be brought exclusively in the **state or federal courts located in North Dakota**, and each party hereby consents to the personal jurisdiction and venue of such courts.

22.0 Notice to Proceed

READINESS shall begin performance under this Agreement only upon receipt of a formal Notice to Proceed from the AGENCY or its authorized designee.

The Notice to Proceed must be delivered in writing (via email or letter) and shall identify the authorized start date for services. Upon receipt of such notice, READINESS shall commence work **within ten (10) business days**, unless otherwise agreed in writing by both parties.

22.1 Funding Contingency

Notwithstanding any other provision in this Agreement, the enactment of this contract and the issuance of the Notice to Proceed are strictly contingent upon the AGENCY receiving the necessary funding from the Giving Hearts event.

23.0 Notices and Communications

All notices, requests, demands, and other communications required or permitted under this Agreement shall be made in writing and delivered to the addresses provided in the opening paragraph of this Agreement, or to such other address as either party may designate in writing.

Unless otherwise designated, notices to the AGENCY shall be addressed to the designated contract manager or authorized representative.

Title: _____

Title: _____

Address: _____

Address: _____

(DATE)

(DATE)

EXHIBIT A
MAGNUS|One: Leader Performance & Well-Being Mobile App
(Mobile Resilience, Wellness, and Leadership Platform)

1. Overview

READINESS shall provide the AGENCY with 24/7 mobile access to the MAGNUS|One application, a mission-ready performance and well-being platform designed for public safety professionals. Accessible via iOS and Android, MAGNUS|One supports continuous development, resilience-building, and practical application of leadership habits through daily engagement and structured learning.

2. Core Content Framework – The 11 Rings of Performance & Well-Being

MAGNUS|One is built around the proprietary **11 Rings of Performance & Well-Being**, which guide individual growth, team alignment, and organizational health:

1. Relationship Development
2. Family Dynamics
3. Spiritual Being
4. Mental Toughness
5. Emotional Factors
6. Physical Health Optimization
7. Resilience Fitness
8. Financial Stability
9. Occupational Fulfillment
10. Leadership Capacities
11. Social Connection

Each Ring provides access to curated content, coaching prompts, reflection activities, and tools designed to develop healthy habits and high-impact leadership skills.

3. Features and Functionality

- Personalized leadership journeys linked to the 11 Rings
- Daily prompts, micro-content, and wellness check-ins
- Reflection journaling and self-assessments
- Real-time push notifications for engagement and reinforcement
- Flexible use for onboarding, team coaching, or wellness initiatives
- Admin dashboard for tracking engagement and outcomes (if enabled)
- Custom content delivery for agency initiatives, policies, or campaigns

4. Access Models

The MAGNUS|One app can be configured to support:

- **Agency-wide access**, available to all personnel
- **Role-specific or team-based access**, assigned to defined user groups
- **Campaign-based access**, for time-bound training programs or wellness initiatives

5. Deliverables

- Secure access to MAGNUS|One via iOS and Android app stores
- Agency-branded landing and onboarding experience
- Customized onboarding plan and content curation
- Ongoing updates to app content aligned with MAGNUS Theory and industry trends
- Optional admin access for tracking engagement, feedback, and growth data

Report of Action:
FAHR Meeting of February 23, 2026

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

Department: Solid Waste
Description: See Memo. Solid Waste requests to purchase a used trash compactor. FAHR agreed that this purchase is a cost-effective means of acquiring wheels needed for our existing compactor at a lower price and providing additional usable equipment components.

Net Financial Impact: \$0 (included in 2026 Budget Capital Funding)

At their meeting, FAHR endorsed this request.

Suggested Motion:
Approve the purchase of one used 2025 Bomag BC672RB compactor from the Polk County Landfill utilizing 2026 approved landfill capital improvement funds.



MEMORANDUM

DATE February 19, 2026

TO: FAHR Committee

FROM: Scott Olson, Director of Solid Waste
 Tom Ganje, Fleet Purchasing Manager

SUBJECT: Purchase of used Polk County Minnesota Bomag BC672RB

At this time, we are requesting authorization to purchase one used 2005 Bomag BC672RB Compactor from Polk County Landfill through an intergovernmental transfer. The equipment meets departmental operation requirements and is compatible with the Solid Waste 2020 Bomag BC772. The proposed project's purchase price of up to \$30,000.00 will include the acquisition of a used Bomag BC672RB, and its transportation to the City of Fargo landfill.

This acquisition is recommended as it provides a cost-effective means of obtaining newly required wheels to replace the existing damaged wheels on the City's current Bomag compactor. The total cost of acquiring the used machine is less than the cost of purchasing new wheels separately, while also providing additional usable equipment components.

Funds for the project are available in the 2026 Landfill Capital Improvements budget.

Suggested Motion

Approve the purchase of one used 2025 Bomag BC672RB Compactor from the Polk County Landfill utilizing Landfill Capital Improvement funds.



17

MEMORANDUM

TO: BOARD OF CITY COMMISSIONERS

FROM: JENN FAUL / J
DIRECTOR OF PUBLIC HEALTH

DATE: MARCH 2, 2026

**RE: GRANT AGREEMENT SECOND AMENDMENT FROM ND
DEPARTMENT OF HEALTH AND HUMAN SERVICES FOR
TITLE X FAMILY PLANNING PROGRAM.
NO: G23.1329B CFDA: 93.217
FUNDS: \$1,500
EXPIRES: 03/31/2026**

The attached grant award amendment for Title X Family Planning programming provides additional funds of \$1,500.

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

Suggested Motion:

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

JF/lls
Attachment



NOTICE OF GRANT AWARD
 NORTH DAKOTA DEPARTMENT OF HEALTH AND HUMAN SERVICES
 SFN 53771 (05-2025)

Grant Number G23.1329B	CFDA Name Family Planning Services	CFDA Number 93.217
FAIN Number FHPA006519	Grant Type (Check One) <input checked="" type="checkbox"/> Program <input type="checkbox"/> R&D	Grant Start Date 4/1/2025
Federal Award Date 3/28/2025	Federal Awarding Agency United States Department of Health and Human Services	Grant End Date 3/31/2026

This award is not effective and expenditures related to this award should not be incurred until all parties have signed this document.

Title of Project/Program Title X Family Planning Program	North Dakota Department of Health and Human Services (NDDHHS) Project Code 4551 S311-OC-00 31
Grantee Name Fargo Cass Public Health	Project Director Cora Rabenberg
Address 1240 25 th Street S	Address 600 E. Boulevard Ave., Dept. 325
City/State/ZIP Code Fargo, ND 58103	City/State/ZIP Code Bismarck, ND 58505-0250
Contact Name Jennifer Faul	Contact Name Cora Rabenberg
Telephone Number 701-241-1362	Telephone Number 701-328-4535
Email Address JFaul@FargoND.gov	Email Address crabenberg@nd.gov

	NDDHHS Cost Share	Grantee Cost Share	Total Costs
Amount Awarded	\$1,500	\$0	\$1,500
Previous Funds Awarded	\$202,285	\$0	\$202,285
Total Funds Awarded	\$203,785	\$0	\$203,785
Indirect Rate (Check One)	<input checked="" type="checkbox"/> Subrecipient waived indirect costs	<input type="checkbox"/> De minimis rate of % (limited to 15%)	<input type="checkbox"/> Negotiated/Approved rate of %

Scope of Service
 This amendment provides additional funding of \$1,500 for the continued support of the scope of services requirements as noted in the original agreement.

Reporting Requirements
 All reporting requirements of the original agreement remain the same.

Special Conditions
 None.

This Notice of Grant Award is subject to the terms and conditions incorporated either directly or by reference in the following: (1) Requirements Addendum and Grantee Assurances for Notice of Grant Awards issued by the NDDHHS as signed by Grantee for the period of July 1, 2025 to June 30, 2027 [Finance Use Only: Requirements Received; Questionnaire received] and (2) applicable State and Federal regulations.

Evidence of Grantee's Acceptance		Evidence of NDDHHS Acceptance	
Date 02/17/2026	Signature 	Date	Signature
Typed Name/Title of Authorized Representative Jenn Faul, Director of Public Health		Typed Name/Title of Authorized Representative Cora Rabenberg, Assistant Unit Director Family Health and Wellness	
Date	Signature	Date	Signature
Typed Name/Title of Authorized Representative Timothy J. Mahoney, Mayor, City of Fargo		Typed Name/Title of Authorized Representative Donna Aukland, Chief Financial Officer	

If attachments are referenced, they must be returned with the signed award.
 If you did not receive attachments as indicated, contact the Program Director identified above.



18

Information Services

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

February 24, 2026

Honorable Board of
City Commissioners
City of Fargo
225 4th St N
Fargo, ND 58102

Dear Commissioners;

The Information Services (IS) Department has supported the Red River Regional Dispatch Center (RRRDC) since its inception 25 years ago.

Recent updates to the FBI CJIS (Criminal Justice Information Systems) requirements include having formal documents identifying the external support agreements that dispatch centers have. These agreements are called a Management Control Agreement.

As such, the attached Management Control Agreement with the City of Fargo has been approved by the RRRDC.

This agreement has been reviewed by the City Attorney and will have no fiscal impact on either budget.

Suggested Motion:

Move to approve the Management Control Agreement between the Red River Regional Dispatch Center and the City of Fargo.

Thank you,



Ron Gronneberg
CIO

**MANAGEMENT CONTROL AGREEMENT BETWEEN THE
RED RIVER REGIONAL DISPATCH CENTER AND THE CITY OF FARGO REGARDING THE
FBI CRIMINAL JUSTICE INFORMATION SYSTEMS (CJIS)**

The purpose of this document is to establish and enforce Security Control of the access and use of the Red River Regional Dispatch Center Technical System and associated DPS, FBI, and other systems in a location where access to and/or use of that system is accomplished by a criminal justice agency with the assistance of a non-criminal justice governmental agency. This document places Security Control of that access and use under the authority of the criminal justice agency.

This **AGREEMENT** is entered into between the **Red River Regional Dispatch Center** ("RRRDC") and the **CITY OF FARGO**, a North Dakota municipal corporation ("City"), for the purpose of providing services in support of the RRRDC in the execution of its duties under the "administration of criminal justice."

For purposes of this Agreement, "State CJIS Systems Agency" means the North Dakota Bureau of Criminal Investigations ("ND BCI") and/or the Minnesota Bureau of Criminal Apprehension ("MN BCA"), as applicable.

WHEREAS, the City manages the associated computer and/or equipment and personnel that provide the RRRDC with access to the applicable State CJIS Systems Agency (ND BCI and/or MN BCA) network; and

WHEREAS, the City, through the Local Agency Security Officer ("LASO") performs certain functions of the Business Contact Officer (BCO) and the National Crime Information Center (NCIC) for the RRRDC; and

WHEREAS, the RRRDC has signed an agreement with the State CJIS Systems Agency to use and participate in the state's telecommunications networks and associated systems; and

WHEREAS, the state transmits state and national criminal history information over those networks; and

WHEREAS, the state participates in the FBI CJIS Systems which require that all access to the FBI CJIS Systems be controlled by the *FBI CJIS Security Policy*; and

WHEREAS, the *FBI CJIS Security Policy* requires that the State CJIS Systems Agency and the RRRDC establish "Security Control," for that access; and

WHEREAS, Security Control is defined as the ability of the CSA or criminal justice agency to set, maintain, and enforce:

1. Standards for the selection, supervision, and termination of personnel; and
2. Policy governing the operation of computers, access devices, circuits, hubs, routers, firewalls, and other components that make up and support a telecommunications network and related CJIS systems used to process, store, or transmit criminal justice information, guaranteeing the priority, integrity, and availability of service needed by the criminal justice community; and

WHEREAS, the State CJIS Systems Agency defines management control as the authority and responsibility to enforce Security Control as herein defined; and

NOW THEREFORE, be it resolved that this Agreement hereby places the technical services division under the management control, as herein defined, of the RRRDC.

A. SECURITY

1. The City agrees to abide by all current and hereafter approved rules of the applicable State CJIS Systems Agency and National Crime Information Centers (NCIC), including but not limited to all requirements of the *FBI CJIS Security Policy*. Compliance with those requirements shall be determined by the RRRDC and State CJIS System Agency.
2. Computers having access to State CJIS System Agency/NCIC must have the proper software and hardware controls, implemented under the supervision of the RRRDC, to prevent criminal history and other CJIS data from being accessible to any terminals other than authorized terminals.
3. The City must allow adequate physical security, as required by the *FBI CJIS Security Policy* and determined by the RRRDC, to protect against any unauthorized personnel gaining access to the terminals, computer equipment or any of the stored data.
4. Personnel at the RRRDC site must be screened thoroughly under the authority and supervision of the RRRDC, in accordance with State CJIS Systems Agency/NCIC policy. This screening applies to RRRDC and City personnel, including City maintenance and technical personnel. This screening will be done under the guidelines established in the *FBI CJIS Security Policy*. Decisions by the RRRDC related to personnel are limited to the inclusion or exclusion of personnel from the RRRDC, according to the guidelines established by the *FBI CJIS Security Policy* and implemented by State CJIS Systems Agency Policy.
5. All visitors to the RRRDC locations where CJIS-related systems, terminals, or network equipment are stored must be accompanied by staff personnel at all times. General access-controlled areas of the City that do not house CJIS systems are excluded.

6. All terminals and network equipment having access to the state's law enforcement networks must be physically placed in secure locations, as required by the *FBI CJIS Security Policy* and determined by the RRRDC.
7. Access to all terminals and network equipment that protects and/or transmits criminal justice data must be restricted to the minimum number of authorized employees needed to complete the work.
8. Printed copies of criminal history data obtained from State CJIS Systems Agency or NCIC must be afforded security to prevent any unauthorized access to or use of the data. When the printout is no longer needed, it must be filed in a secure file or destroyed.
9. No VPN access will be permitted to a computer or a terminal with access to the state's law enforcement network unless that VPN access has been approved by the RRRDC and the City.
10. No terminal will access the state's law enforcement networks, and no data will be requested or obtained through these networks without the approval of the RRRDC.
11. No changes will be made to the configuration of the networks accessing the state's law enforcement network without prior approval of the state.

B. TRAINING

1. All terminal operators must be trained according to State CJIS Systems Agency/NCIC standards.

C. RECORDS KEEPING

1. The City agrees to allow the implementation of all State CJIS Systems Agency/NCIC records keeping rules, including but not limited to:
 - a. Timeliness of entry/cancellation/clear
 - b. Quality Assurance of entries
 - c. Validation of entries
 - d. Ten Minute/One Hour Hit Confirmation
 - e. Dissemination of BCI/NCIC information
 - f. Logging of criminal history inquiries
 - g. Use of the system for authorized purposes only

The RRRDC through its supervisor will cooperate in the preparation of and following written procedures concerning these and all State CJIS Systems Agency/NCIC records keeping requirements. Those procedures will be established, maintained, and

followed as determined by the RRRDC in accordance with State CJIS Systems Agency/NCIC policies.

D. MONITORING AND AUDITING

1. The City agrees to allow the RRRDC and the applicable State CJIS Agency necessary access, as determined by the applicable State CJIS Systems Agency and the RRRDC to the physical locations, any computer programs, any computer files, and/or network activities necessary to implement and enforce security control as defined by the *FBI CJIS Security Policy*. The RRRDC, in accordance with State CJIS Systems Agency/NCIC policy, has the responsibility and authority to monitor, audit and enforce the implementation of this Agreement by the City.
2. State CJIS Systems Agency and FBI audits of the technical services division will be to determine whether policies have been established by the RRRDC and implemented by the City.

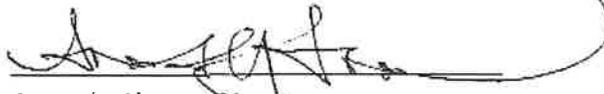
E. GENERAL

1. The City will not manage the day-to-day operations of the technical services division but may establish and enforce the priorities necessary to meet State CJIS Systems Agency and FBI policies regarding system use.
2. The City agrees to cooperate with the RRRDC in the implementation of this agreement, and to accomplish the directives of the RRRDC under the provisions of this Agreement.

[Signature Pages to Follow.]

Dated this 20th day of February, 2026.

RED RIVER REGIONAL DISPATCH CENTER



A handwritten signature in black ink, appearing to read 'Amanda Glasoe', is written over a horizontal line. A large, loopy flourish extends from the end of the signature to the right.

Amanda Glasoe, Director

Dated this ____ day of _____, 2026.

CITY OF FARGO

Timothy J. Mahoney, M.D., Mayor

(SEAL)

Attest:

Angie Bear, Deputy Auditor
on behalf of City Auditor

APPENDIX A

Appropriate environmental security measures would include:

- a) A back-up power supply or uninterruptible power source.
- b) Environment monitors and controls for temperature, air conditioning, humidity, etc.
- c) Emergency lighting.
- d) Adequate fire detection/suppression devices.
- e) Emergency shutdown of system and/or power devices.
- f) Duplicate computer files, if applicable, (as a countermeasure for unauthorized destruction of original files) which are to be maintained off premise. Computer tapes or discs should be locked in a safe (fireproof) storage area under the control of senior agency personnel. Secondary storage (off-site location) will be used to back-up.

APPENDIX B

The standards apply to all Center personnel with access to network systems as defined in Title 28 CFR, Part 20 to CHRI data, including, but not limited to:

- a) Management personnel who direct criminal justice related software, hardware, or dispatch functions.
- b) Supervisory personnel who supervise criminal justice related software, hardware, or dispatch functions; or have terminal access to criminal justice data either directly or through their subordinates; or who have general responsibility for criminal justice related data storage, switching, transmission and logging.
- c) Personnel involved in analysis, evaluation and/or programming of criminal justice related data stored, switches, transmitted or logged by the center.
- d) Non-Data processing personnel who regularly provide necessary software or hardware installation, modification or maintenance in the dispatch center.
- e) Non-Data Processing personnel who provide temporary and necessary software, hardware or telecommunications installation, modification or maintenance, or such other services as deemed necessary by the Communications Supervisor.
- f) All other persons with direct access to the dispatch center or terminals with access to the state's telecommunications system.

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MEMORANDUM

TO: BOARD OF CITY COMMISSIONERS

FROM: NICOLE CRUTCHFIELD, PLANNING DIRECTOR

DATE: FEBRUARY 25, 2026

RE: CONTRACT WITH BRAUN INTERTEC CORPORATION FOR PROFESSIONAL ENVIRONMENTAL CONSULTANT SERVICES (RFP26027)

Planning and Development Department staff issued a Request for Proposals (RFP) on November 19, 2025, soliciting proposals from qualified professional environmental consulting firms to provide environmental review services in accordance with §24 CFR Part 58 for a proposed Community Development Block Grant (CDBG)–funded program. The purpose of the RFP was to procure professional services necessary to assist the City in completing the environmental review process required by the U.S. Department of Housing and Urban Development (HUD).

The selected consultant will support City Planning and Engineering staff to implement the CDBG program for future public infrastructure funded projects located in low- to moderate-income neighborhoods, as identified as a goal in the 2025-2029 Consolidated Plan and the 2025 Action Plan. Creating and establishing an Environmental Review Record (ERR) is the first administrative step in defining the project in order to obtain further clearance in allocating funds to this work.

The scope of services includes preparation of the ERR, completion of required consultations, public notices, and support for environmental determinations, as applicable, to enable the City to request HUD environmental clearance on specific projects. Approval of the contract is solely for the purpose of conducting the required environmental review and does not constitute approval of the project itself or a commitment of CDBG funds for design or construction, nor does it authorize any choice-limiting actions prior to HUD environmental clearance.

On January 7, 2026, five (5) proposals were received in response to the RFP. A Selection Committee consisting of engineering and planning staff, reviewed and scored the proposals in accordance with the evaluation criteria outlined in the RFP. Based on the results of that evaluation, the Committee recommends awarding an in initial scope of professional services contract to Braun Intertec Corporation in an amount not to exceed **\$67,000**. This initial program

development may require additional services for Phase I or Phase II investigation. This initial RFP is also intended to satisfy requirements for further site-specific work once the initial environmental clearance is received. At this point, we are expecting this work to potentially continue for 7 years.

Since the proposed CDBG project scope is still being reviewed for HUD technical components, the final scope and contract is not finalized for inclusion in this packet. However, the scope of work and proposal is included in the packet. We are seeking the City Commission approval to grant the Mayor authority to execute the contract once all HUD technical review and city attorney review is completed.

Recommended Action: Award the proposal from Braun Intertec Corporation for Professional Environmental Consultant Services, in the amount of \$67,000 to conduct HUD authorized work in support of the Public Infrastructure Program for the Consolidated Plan Years of 2025-2029 and authorize the Mayor to execute the contract following technical review.

A. Cover Letter

January 7, 2026

RFP26027

Planning and Development Department
225 4th Street North
Fargo, North Dakota, 58102

Re: Request For Proposals
Professional Environmental Consultant

To whom this may concern,

The City of Fargo is seeking a trusted and responsive environmental firm to provide timely and accurate results for their environmental needs. Braun Intertec Corporation (Braun Intertec) is responding to RFP26027 requesting Professional Environmental Consultants. Our interdisciplinary approach is based on creative problem solving, proactive planning, and comprehensive support from our experts to meet the City of Fargo's needs in an efficient and timely manner.

- **Industry Experience** | Our science happens because of our people. Our team of scientists, hydrologists, engineers, managers, and field personnel specialize in more than 100 technical disciplines. With customization as our standard and safety as our priority, we can provide quality solutions and recommendations to keep even the most challenging projects moving forward.
- **Availability and Commitment** | Our team mobilizes a workforce of over 1,000 employees across the United States. Our Service-Delivery philosophy prioritizes customer satisfaction and staff continuity for timely completion of your project.

The following pages will go into further detail to showcase our expertise and experience with environmental review projects, and specifically HUD funded projects. Thank you for the opportunity to provide our services to the City of Fargo and for the opportunity to provide this proposal. If you have any questions, please contact Travis Fristed at 952.500.1180 or tfried@braunintertec.com.

Sincerely,

Braun Intertec Corporation



Travis Fristed
Associate Director



Joshua T. Kadrmas, PE
Senior Engineer



B. Qualification and Experience

Our Science. Your Solutions.

At Braun Intertec, our science happens because of our people. We're collaborators with the passion to provide quality solutions and recommendations for your engineering, environmental, design and testing challenges. Since 1957, we've built a trusted reputation by delivering innovative thinking on scope, on schedule, and on budget.

Our Services

- Geotechnical Engineering
- Environmental Consulting
- Construction Materials Engineering & Testing
- Non-Destructive Examination
- Building and Structures Sciences

Our People

Our team of more than 1,000 engineers, scientists, managers and field personnel specialize in more than 100 technical services. With rigorous quality assurance/quality control programs and numerous national accreditations, you'll find reliable and cost-effective solutions regardless of your project scope. We match that expertise and commitment to quality with a collaborative mindset to deliver the science you need to be successful.

Our Values

Founder Jack Braun was committed to providing quality service to our clients and opportunities for our employees. This commitment has stood the test of time and is reflected in our core values: safety, service, recognition, ownership and opportunity. Each core value is supported by expected behaviors.

- Safety. We are committed to a safe work environment and look out for one another.
- Service. We are reliable, responsive and lead through service to our employee owners, clients, and communities.
- Recognition. We celebrate together, recognize each other, and have fun.
- Ownership. We are committed to employee ownership, delivering on our commitments, and following through on our responsibilities.
- Opportunity. We create opportunities to grow and develop while being supportive and flexible.

Our Approach

Using our interdisciplinary approach, our experience and commitment to excellence delivers results—from planning to design and construction, to ongoing management and operations. Each day our employee-owned company strives to become your Consultant of Choice, the one you trust to get the job done. By providing reliable, cost-effective, and innovative solutions, approximately 80% of our current workload represents repeat clients. Few firms can bring you this scope of expertise, level of accountability and personal attention.



Project success that is measured by the process of achieving project goals can be troublesome if you don't have the right partner. Braun Intertec provides several knowledgeable and experienced staff to work in collaboration with City staff to ensure HUD requirements are met and Part 58 compliance is handled appropriately and within a timely manner.

Braun Intertec has completed numerous HUD environmental reviews across the United States within the past 5 years for a range of clients including developers, civil engineers, municipalities and local/regional housing entities. The HUD environmental reviews completed include both Part 50 and Part 58 Environmental Assessments (EA), Categorical Exclusions (Cat Ex) and lower level (exempt) reviews including those for HUD's Continuum of Care/Leasing or Rental Assistance programs. All Part 50/58 Reviews were completed in accordance with CFR 24 Part 58 including the format (58.36) and content topics (24 CFR 50.4, 58.5 and 58.6). HUD environmental reviews were completed for a variety of project types including multi-family residential new construction, demolition & redevelopment and rehabilitation, single family residence demolition or renovation and housing related infrastructure (water, sewer, roadways etc.) construction.

Project Examples

Recent HUD funded projects Braun Intertec completed Part 58 environmental reviews to include the following:

HLDC Infrastructure Project, Park Rapids, Minnesota (2025)

The Heartland Lakes Development Commission (HLDC) proposed the construction of infrastructure to support future development of single family or townhomes through 87 "shovel ready" lots on approximately 35 acres. Planned infrastructure included roads and shared municipal utilities (water, sanitary and storm sewers). Braun Intertec successfully completed a Part 58 Environmental Assessment for the project's approximate \$3 million HUD Community Project Funding (CPF) grant.

Westwood Housing Sewer & Watermain, Baudette, Minnesota (2024-2025)

The Baudette Housing & Redevelopment Authority (HRA) sought to replace aging /failing water main and sanitary sewer lines to 21 HRA owned homes within the Westwood Housing neighborhood in Baudette. The project included water main and sanitary sewer replacement (including service lines), residential plumbing rehabilitation and county road storm sewer replacement. Braun Intertec prepared the project's Part 58 Environmental Assessment and guided the City of Baudette successfully through the HUD environmental review process for the project's receipt of a \$1.2 million HUD Community Development Block Grant (CDBG).

1037 N 28th Street Demolition, Fargo, North Dakota (2024)

Demolition of a single family home with a failing basement foundation wall was desired for a Fargo HRA owned property to remove safety hazard and provide an opportunity for future single family infill development. Prior to demolition, Braun Intertec completed a Categorical Exclusion (24 CFR 58.35 (a)) subject to the laws and authorities at 58.5, for the project's HUD grant (public housing operational and capital funds).

Additional HUD environmental review project examples are listed in the attached resumes of our expected Upper Midwest key personnel for the City's alley improvements project, as well as Firm's



proof of insurance which meets the federal, state, county, and local regulations and Proof of non-debarment from the System for Award Management (SAM.gov) with date.

Further environmental review project deliverables can be provided upon request.

CDBG Environmental Review and other Environmental Regulations

With Braun Intertec's interdisciplinary approach and nationwide experience in preparing environmental review documents, we are familiar with and recognize the crucial connection between Section 106 of the National Historic Preservation Act, federal floodplain regulations (including HUD requirements under 24 CFR Part 55), and the Endangered Species Act (ESA) with NEPA and federal agencies environmental review processes. Like other federal agencies and HUD programs, Part 58 environmental reviews for CDBG funded projects also require evaluation of a proposed project's impacts for compliance with these key laws.

As part of dozens of environmental review projects (both state and federal) Braun Intertec has also completed natural resources related assessments for a variety of private and public sector projects in the Upper Midwest. Natural resources services provided on past environmental review projects included: wetland delineations, wetland permitting, protected species evaluations & field surveys (to support ESA Section 7 consultation if necessary), vegetation surveys, stormwater management, stormwater pollution prevention plans (SWPPP) and site inspections.

Edwards-Pitman (EP), a Braun Intertec subsidiary, also has staff with extensive experience in completion of studies to evaluate cultural and/or historical resources and provide the necessary supporting documentation for successful completion of the Section 106 process. Braun Intertec has partnered with EP staff to complete historical studies for multiple HUD Part 58 environmental review projects in the Upper Midwest that have led to successful completion of the Section 106 process by HUD or the responsible entity in each case since late 2024.

Client References

Project Name: Westwood Sewer & Watermain (Part 58 Environmental Assessment)	
City: Baudette	State: Minnesota
Client Name: Freeburg & Grund, Inc.	Client Contact: Mark Fuller
Client Phone Number: 218-759-9218	Client Email: Mark@fgcivil.com

Project Name: HLDC Infrastructure (Part 58 Environmental Assessment)	
City: Park Rapids	State: Minnesota



Client Name: Heartland Lakes Development Commission	Client Contact: Mary Thompson
Client Phone Number: 218-732-2256	Client Email: mthompson@heartlandlakesdc.org

Project Name: Faribault Housing Authority (Part 58 Tiered Environmental Review)	
City: Faribault	State: Minnesota
Client Name: Faribault Housing & Redevelopment Authority	Client Contact: Kim Clausen
Client Phone Number: 507-334-0100	Client Email: Kclausen@ci.faribault.mn.us

Project Name: 14-4 Redevelopment (Part 58 Environmental Assessment)	
City: Fargo	State: North Dakota
Client Name: Fargo Housing & Redevelopment Authority	Client Contact: Chris Brungardt
Client Phone Number: 701-293-6262	Client Email: chrisb@fargohousing.org

Project Name: Lashkowitz High Rise (Part 58 Environmental Assessment)	
City: Fargo	State: North Dakota
Client Name: Fargo Housing & Redevelopment Authority	Client Contact: Chris Brungardt
Client Phone Number: 701-293-6262	Client Email: chrisb@fargohousing.org

Project Name: 1037 N 28th Street Demolition (Part 58 Categorical Exclusion)	
City: Fargo	State: North Dakota
Client Name: Fargo Housing & Redevelopment Authority	Client Contact: Chris Brungardt
Client Phone Number: 701-293-6262	Client Email: chrisb@fargohousing.org



Project Name: Parkview Manor Roof Replacement (Part 58 Exempt/Categorical Exclusion)	
City: Saint Peter	State: Minnesota
Client Name: City of St. Peter	Client Contact: Todd Prafke
Client Phone Number: 507-934-0663	Client Email:

Project Name: YWCA HUD CoC Limited Scope Reviews (Part 58 Categorical Exclusion)	
City: Fargo	State: North Dakota
Client Name: YWCA Cass Clay	Client Contact: Erin Prochnow
Client Phone Number: 701-232-2457	Client Email: eprochnow@ywca-cassclay.org

Project Name: Habitat for Humanity Single Family (3rd Party Review- Part 58 EAs)	
City: Fargo	State: North Dakota
Client Name: City of Fargo	Client Contact: Nicole Crutchfield
Client Phone Number: 701-297-7782	Client Email: ncrutchfield@FargoND.gov

Phase I & II Environmental Site Assessments

Phase I Environmental Site Assessments (ESA) must meet client and lender requirements with high quality, customized reports. Sometimes a property needs additional environmental investigation through a Phase II ESA. Our specialists assess a variety of property types and environmental concerns such as soil, groundwater, air, soil vapor, surface water, and sediment.

Common Types of Projects

- Vacant properties
- Industrial facilities
- Corporate mergers and acquisitions
- Real estate due diligence
- Traffic corridors
- Community development



As these different types of projects have different levels of proposed use, property acquisition, and potential developer liability, we tailor the scope of our ESAs to identify and address environmental concerns in a manner that is most useful for the proposed project.

As we did for all three phases of the Main Avenue Reconstruction Project, Braun Intertec performs ESAs in accordance with the Environmental Protection Agency's (EPA) all appropriate inquiry (AAI) requirements and ASTM standards. Where applicable, we can include additional scope categories such as asbestos, radon, or wetlands assessments. Additionally, we meet U.S. Department of Housing and Urban Development (HUD) requirements, as well as multi-family lenders like Fannie Mae, Freddie Mac, and state housing authorities. In the case of the Moorhead Center Mall Redevelopment Project, we coordinated an expedited ESA to position the site for grant opportunities, completed a pre-demolition asbestos survey of the remaining structures, and assisted with the design of proposed utilities to provide protection from anticipated subsurface contamination.

Phase II ESAs on these projects were conducted to both confirm environmental concerns identified in the respective Phase I ESAs, as well as collect sufficient data plan appropriate contaminated material management and disposal measures to be implemented during construction.

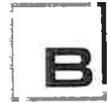
C. Methodology and Approach

APPROACH, TIMELINE AND WORK TASKS

Our approach to providing environmental reviews on projects begins by developing realistic timelines that are associated with project milestones. This process includes one client project kick-off meeting to present the project team, establish goals and objectives, gather local data, and discuss relevant specific topics of interest or other useful information. Local collected data is combined with other data and compiled by environmental topic, reviewed for completeness (or data gaps), and then interpreted and presented in draft form within the environmental review document. The complete draft will be offered to the City of Fargo for review and comment. A second project meeting will then be scheduled to discuss any questions or concerns. Subsequent meetings would also be scheduled as necessary to refine the scope of the environmental review to meet project needs. Upon resolution of any outstanding comments or issues, the draft environmental review document will be finalized for submission to the City of Fargo for their review and approval.

Based on our experience in working with HUD programs and understanding of the proposed project, we would propose a Tier 1 Broad Review, which would be completed with an Environmental Assessment for all 16 alleys. Site-specific reviews (or Tier 2) would then be completed for annual alley work, which is defined on a per alley or other basis depending on the scope of work proposed per year.

We anticipate HUD and agency review comments on the Environmental Assessment(s); the Braun Intertec team will prepare a comment resolution log and draft responses to one round of agency and public comments received for the City's consideration. If requested to provide responses to additional agency or public comments, Braun Intertec will provide a time and materials cost estimate for the City's review and



approval prior to initiating such work. The Braun Intertec team would also assist the City of Fargo in drafting public notices and other documents (as needed) to finalize the environmental review process.

As proposed project activities include grading, paving, and stormwater quality improvements of alleys in a predominantly residential neighborhood, we anticipate the Phase I and II ESA effort to largely focus on potential subsurface disturbances up to approximately 6 feet deep. A preliminary review of the area identified a closed leaking underground storage tank (LUST) site at 2501 7th Avenue North. The Laffens Food and Gas Center (NDDEQ Site 1541) notes that cleanup was completed in 1995, but it is unclear if residual contamination remains in the subsurface. Based on this information, we anticipate a Phase II ESA will be limited to the southeast corner of the project area, and consist of up to four soil borings, advanced up to 10 feet below ground surface. Soil and groundwater, if encountered, will be sampled for potential petroleum contamination. If our work identifies additional environmental concerns that require additional borings, or chemical analysis, we will discuss with the project team how those findings would impact on our proposed costs, prior to proceeding with the work.

The timeline to provide a draft Environmental Assessment document is 60 days from contract authorization. Individual work tasks and associated timeframes will be identified after the project kick-off meeting.

AVAILABILITY AND COMMITMENT

Our philosophy and demonstrated experience with similar engagements have been to provide staffing continuity throughout the duration of the contract for timely completion of the work and to strive to maintain the integrity of project schedules. We believe such continuity is important so that the relationships between our staff in our offices and the rest of the City's team can develop fully, the level of knowledge transfer and trust can be maximized, and that contract requirements (billing, etc.) are consistent. If selected for this contract, it is our intention that the personnel assigned to individual projects will become members of the project's team if their services are required. We anticipate times when key members of the team will need to devote much of their time to the project to meet the desired schedule, and each person is prepared to do so.

D. Cost Proposal

Estimated costs for environmental review document preparation, Phase I and Phase II ESAs are presented in the provided Cost Proposal Form included as Exhibit C.

Please note, no field studies or additional assessments that may be required to address concerns regarding natural resources, noise, cultural resources, transportation systems, or existing infrastructure are included in this scope of work. The need for any field studies or additional assessments will be determined during completion of the Part 58 Environmental Review. If needed, Braun Intertec will provide a separate scope of work and cost estimate for any field studies or additional assessments.

Exhibit C

Cost Proposal Form

Cost proposals shall be based on actual hourly rates, with a total "not to exceed" maximum.

Fill out the below table for services to be provided for the project

Service	Cost
Environmental Assessment	\$36,135*
Environmental Impact Statement	N/A
Phase I Environmental Site Assessment	\$15,877
Phase II Environmental Site Assessment	\$14,300**

Fill out the below table for other services (if any) the firm deems necessary to complete the scope of work

Additional Service(s)	
Description	Costs for additional studies are not included. If additional studies are needed, Braun Intertec will provide a separate scope & cost estimate for any further studies or assessments. Please see Section D of the proposal narrative.
Justification	*Total cost for Environmental Assessment includes one Tier 1 broad level review for \$14,750 and up to seven Tier 2 project specific reviews (projected annual paving) for \$3,055 each. ** Cost for Phase II ESA assumed 4 borings to 10 feet with soil and groundwater sampled for petroleum contaminants
Cost	

Fill out the below table with personnel that will be providing services for the project

Personnel	2026 Hourly Rate	2027 Hourly Rate	2028 Hourly Rate	2029 Hourly Rate	2030 Hourly Rate	2031 Hourly Rate
Staff Scientist	\$164	\$169	\$174	\$179	\$185	\$190
Project Scientist	\$194	\$200	\$206	\$212	\$218	\$225
Senior Scientist	\$215	\$221	\$228	\$235	\$242	\$249
Senior Engineer	\$215	\$221	\$228	\$235	\$242	\$249
Principal Scientist	\$273	\$281	\$290	\$298	\$307	\$316
GIS/CAD Specialist	\$136	\$140	\$144	\$149	\$153	\$158
Project Assistant	\$103	\$106	\$109	\$113	\$116	\$119
Project Control Specialist	\$134	\$138	\$142	\$146	\$151	\$155

Total "Not to Exceed" Proposal	\$66,312
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Firm: Braun Intertec Corporation

Approved: Travis Fristed
Name

Associate Director
Title

01.07.26
Date

20

City of Fargo Staff Report			
Title:	Horace Mann School Addition	Date: Update:	12/30/2025 2/26/2026
Location:	1025 3 rd Street North	Staff Contact:	Donald Kress, planning coordinator
Legal Description:	Lots 1 through 24, Block 11, Hector's Addition		
Owner(s)/Applicant:	Fargo Public Schools / Lowry Engineering	Engineer:	Lowry Engineering
Entitlements Requested:	Minor Subdivision (Replat of Lots 1 through 24, including the vacated alley, Block 11, Hector's Addition to the City of Fargo, Cass County, North Dakota)		
Status:	City Commission Consent Agenda March 2 nd , 2026		

Existing	Proposed
Land Use: Public elementary school	Land Use: No change
Zoning: P/I, Public/Institutional	Zoning: No change
Uses Allowed: Allows colleges, community service, daycare centers of unlimited size, detention facilities, health care facilities, parks and open space, religious institutions, safety services, schools, offices, commercial parking, outdoor recreation and entertainment, industrial service, manufacturing and production, warehouse and freight movement, waste related use, agriculture, aviation, surface transportation, and major entertainment events and certain telecommunication facilities	Uses Allowed: No change
Maximum Lot Coverage Allowed: Depends on adjacent zoning	Maximum Lot Coverage Allowed: No change

Proposal:
<p>The applicant requests approval of one entitlement:</p> <ol style="list-style-type: none"> 1. A plat of the Horace Mann School Addition, a replat of Lots 1 through 24, including the vacated alley, Block 11, Hector's Addition to the City of Fargo, Cass County, North Dakota <p>This project was reviewed by the City's Planning and Development, Engineering, Public Works, and Fire Departments ("staff"), whose comments are included in this report.</p> <p>Surrounding Land Uses and Zoning Districts:</p> <ul style="list-style-type: none"> • North: SR-3, Single-Dwelling Residential; single-dwelling residences • East: MR-2, Multi-Dwelling Residential; single-dwelling residences • South: SR-3, Single-Dwelling Residential; single-dwelling residences • West: SR-3, Single-Dwelling Residential; single-dwelling residences <p>Area Plans:</p> <p>The Fargo Growth Plan 2024 designates the area of the subject property as "Urban Neighborhood" place type. The primary use in this place type is small lot single family detached housing. Elementary schools are an appropriate use in the Urban Neighborhood, and the P/I, Public/Institutional zoning is the usual zoning applied to government-owned facilities.</p>

The Horace Mann Neighborhood Brief of the Core Neighborhoods Plan designates this property as "Schools with recreational amenities." The existing and proposed development is consistent with this land use designation.

Context:

Schools: The subject property is located within the Fargo School District and is served by Horace Mann /Roosevelt Elementary, Ben Franklin Middle, and North High schools.

Neighborhood: The subject property is located within the Horace Mann neighborhood.

Parks: Mickelson Park and Softball Fields (901 Oak Street North) is located approximately 0.22 mile east of the subject property and offers amenities of baseball/softball fields, concessions, grill, picnic table, playground ages 5-12, recreational trails, restrooms, shelter, sledding hills, warming houses.

Pedestrian / Bicycle: There are no on- or off-road multi-use paths adjacent to the subject property.

MATBUS Route: The subject property is not located along a MATBUS route.

Staff Analysis:

The subject property was platted in 1893 as part of Hector's Addition. The current Horace Mann elementary school was built in 1915. The mid-block alley was vacated in 1981. The Fargo Public School District plans to demolish the current Horace Mann elementary school in 2026, and build a new elementary school, which will also be named Horace Mann, scheduled to open in 2028.

The requested subdivision combines the underlying 24 lots and vacated alley into a single lot, and adds easements for utilities and sidewalk.

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 Fargo Growth Plan 2024 designates the subject property as "Urban Neighborhood" place type. The P/I zoning is the appropriate zoning for government-owned facilities in any place type. The proposed development is consistent with the "schools with recreational amenities" designation in the Horace Mann Neighborhood Brief of the Core Neighborhoods Plan In accordance with Section 20-0901.F of the LDC, notices of the proposed plat have been sent out to property owners within 300 feet of the subject property, and to Horace Mann Neighborhood representatives. To date, staff has received and responded to two inquiries 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)

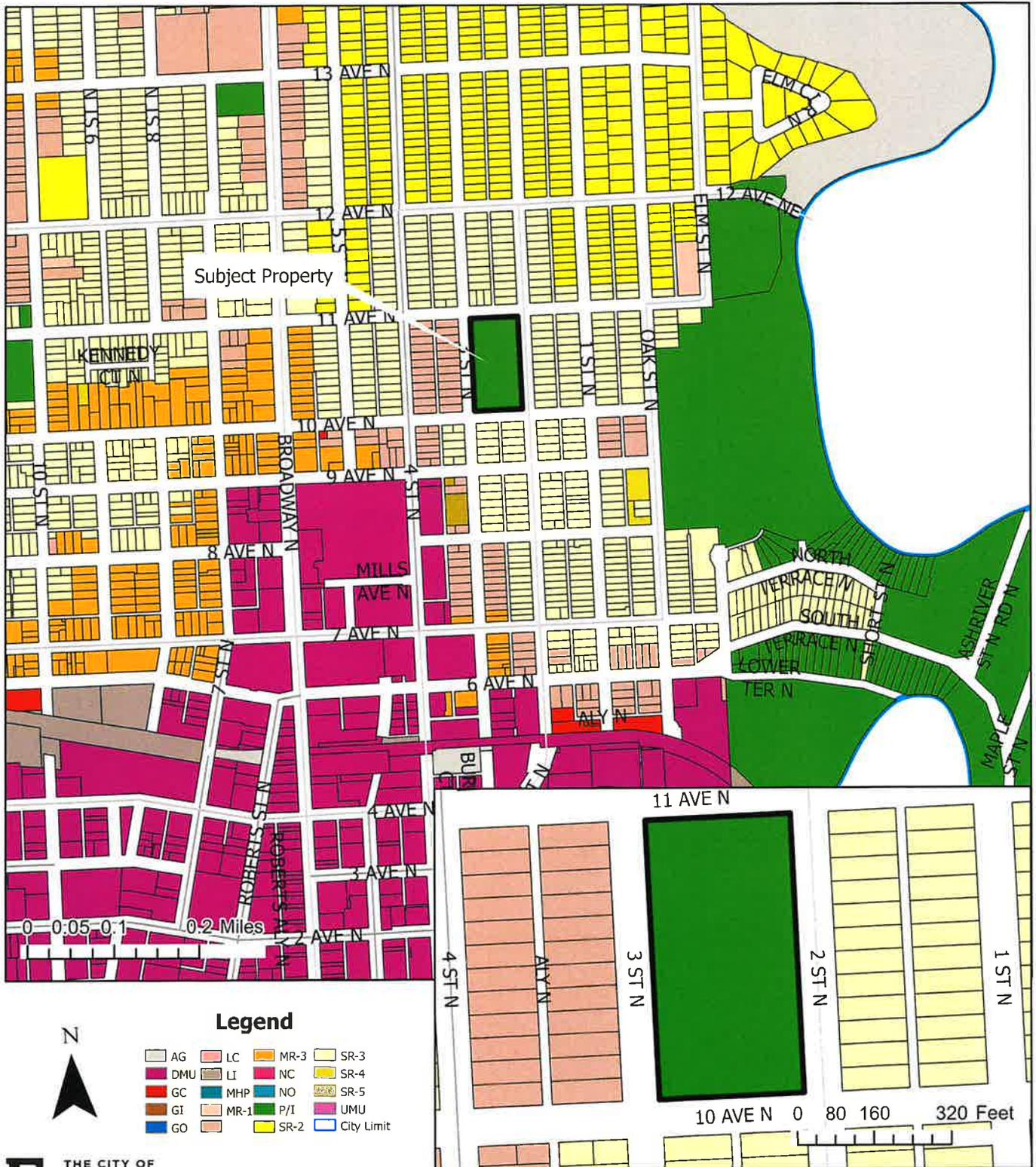
2. **Section 20-0907.C.4.f of the LDC stipulates that in taking action on a Final Plat, the Board of City Commissioners shall specify the terms for securing installation of public improvements to serve the subdivision.**
While this section of the LDC specifically addresses only major subdivision plats, 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

<p>the public infrastructure improvements are proposed to be spread by the front footage basis and storm sewer by the square footage basis as is typical with the City of Fargo assessment principles. (Criteria Satisfied)</p>
<p>Recommendation</p>
<p>Suggested Motion: "To accept the findings and recommendations of the Planning Commission and staff and move to approve the proposed plat of the Horace Mann School Addition, as outlined within the staff report, as the proposal complies with the Fargo Growth Plan 2024, Core Neighborhoods Plan, the standards of Article 20-06, Section 20-0907.B.and C and all other applicable requirements of the Land Development Code."</p>
<p>Planning Commission Recommendation: January 6th, 2026</p>
<p>At the January 6th, 2026 Planning Commission hearing, that Commission, by a vote of 11-0 with all Commissioners present, moved to accept the findings and recommendations of staff and recommended approval to the City Commission of the proposed plat of the Horace Mann School Addition, as outlined within the staff report, as the proposal complies with the Fargo Growth Plan 2024, Core Neighborhoods Plan, the standards of Article 20-06, Section 20-0907.B.and C and all other applicable requirements of the Land Development Code.</p>
<p>Attachments:</p>
<ol style="list-style-type: none">1. Zoning Map2. Location Map3. Preliminary Plat

Minor Subdivision

Horace Mann School Addition

1025 3 Street North



Minor Subdivision

Horace Mann School Addition

1025 3 Street North



Legend

 City Limit



Fargo Planning Commission
January 6, 2026

HORACE MANN SCHOOL ADDITION
 A REPLAT OF LOTS 1, THRU 24, AND THE VACATED ALLEY IN BLOCK 11, HECTOR'S ADDITION
 TO THE CITY OF FARGO, CASS COUNTY, NORTH DAKOTA
 (A MINOR SUBDIVISION)



LEGEND

- MONUMENT SET
- MONUMENT FOUND
- FOR
- POINT OF BEGINNING
- PUBLIC UTILITY EASEMENT
- 1/4 SECTION LINE
- 1/2 SECTION LINE
- PROPERTY BOUNDARY LINE
- NEW ADMINISTRATION

SURVEY INFORMATION
 BASIS OF BEARING: CITY OF FARGO GRID AND COORDINATE SYSTEM,
 DECEMBER 1992, US SURVEY FOOT
 VERTICAL DATUM: NAVD83

NOTES
 1. ALL DISTANCES ARE EQUIVALENT DISTANCES, US SURVEY FOOT

FOR RECORDING PURPOSES ONLY



**PUBLIC
WORKS**

21

**FLEET MANAGEMENT, FORESTRY
STREETS & SEWERS
WATERMAINS & HYDRANTS**

402 23rd Street North
Fargo, ND 58102

Phone: 701.241.1453 | Fax: 701.241.8100
FargoND.gov

February 24, 2026

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

RE: Expansion Vehicle Purchases for the Fargo Police Department (**PBC26116**)

Commissioners:

Assistant Chief Travis Stefonowicz and I evaluated ND State Contract 376, ND Spec SSP7-7 for the purpose of purchasing three expansion vehicles for the police department. This North Dakota specification is a cooperative purchasing contract established pursuant to North Dakota Century Code (NDCC) sections 54-44.4-13. Funding for these vehicles is included in the Police Department's 2026 budget.

The results are as follows:

<u>Model</u>	<u>Cost per Unit</u>
Police Interceptor	\$138,995.76

Utilizing the State contract for vehicle purchasing has proven to be very beneficial for the City of Fargo, as we have been able to capitalize on significant cost savings over purchasing from the dealer networks.

SUGGESTED MOTION:

Approve the purchase of three (3) Ford Police Interceptors from Nelson's Auto Center totaling \$138,995.76 (PBC26116).

Respectfully Submitted,

Tom Ganje
Fleet Purchasing Manager



PIGGYBACK PURCHASE REQUEST FORM (PBC)

Requested by:	Tom Ganje	Department:	Police Department
Date of Request:	2/23/2026	Phone Number:	701-241-1460
E-mail:	tganje@fargond.gov		
Dept Head Signature:		Estimated Amount of Purchase:	\$138,995.76

Piggyback Purchase from a State or Cooperative Contract Requirement:

A contract less than \$100,000 may be awarded without competition when the purchasing manager determines in writing, that a State or Cooperative purchasing contract exists and allows municipalities to purchase from a list of approved vendors for the required supply, service, or material. Any purchase contract award greater than \$100,000 must also be approved by the Board of City Commissioners prior to a vendor award using this method. No quotes required.

Product or Service description:

(3) Ford Police Interceptors

Provide source of existing State contract and Contract number:

ND State Contract # 376 ND SpecP7-7Gas

Is a Vendor contract required? Yes No

Vendor Name: Nelson Auto Center

Address: 2228 College Way PO Box 338

City: Fergus Falls **State:** MN **Zip Code:** 56538-0338

Contact Person: Melissa Larson **Title:** Fleet Sales

Telephone: 218-998-8865 **Email:** mlarson@nelsonfleet.com

Purchasing Manager Approval:

Piggyback (PBC) Number: PBC26116



FLEET DEPARTMENT
2228 COLLEGE WAY, PO Box 338
FERGUS FALLS, MN 56538-0338
PHONE: 218-998-8865
TOLL FREE: 800-477-3013 EXT. 8865
mlarson@nelsonfleet.com

VEHICLE QUOTE NUMBER F SSP7-7 Gas

Sold To: Fargo, ND, City of
Attn: Tom Ganje
Address: 402 23rd St N
 Fargo, ND 58102

Date: 2/23/2026
Phone: 701-241-1460
FAX: 701-298-6971
Salesperson: Melissa Larson
 0

Key Code:

Stock No: SSP7-7 Gas	Year: 2026	Make: Ford	Model: Police Interceptor Gas Color: Black	New/Used: New	Vehicle ID Number:
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Price of Vehicle: *Per ND Spec: SSP7-7 Gas* \$45,930.00

Options & Extras: \$401.92

19K AGM Battery	Now Standard	
59D Keyed Alike - 0135X	\$48.41	
60A Grille LED Lights, Siren, & Speaker Pre-wiring	Now Standard	
63B Side Marker LED Lights	\$474.83	
85R Rear Console Mounting Plate	\$57.68	
87M Rearview Camera in Upper Left Corner of Display Scree	\$0.00	
18D Global Unlock	\$0.00	
61B OBD II Connector	Now Standard	
Credit for Removal of 41H Block Heater	(\$179.00)	

Delivery Included

\$46,331.92

Trade - In:

Total Cash Price: \$46,331.92 Each

Terms: Net 30 days

QUANTITY OF 3

\$138,995.76 TOTAL

Your Purchase Order # SQ

Project #

376

Thanks for your business!

Ship To / Lessee / End User: Fargo, ND, City of
 Attn: Tom Ganje
 Central Garage
 Address: 402 23rd St N
 Fargo, ND 58102

FAX: 701-298-6971
 Phone: 701-241-1460
 email: tganje@fargond.gov

Signed: _____

Printed Name: _____

Date: _____

22

3/2/2026

City of Fargo Commission
225 N 4th Street N
Fargo, ND 58102

RE: Stone Group Architects Master Services Agreement (RFP25215)

Dear Commissioners:

The City of Fargo Transit Department has completed negotiations for a Master Services Agreement (MSA) with Stone Group Architects to provide architectural and engineering services on an as-needed basis.

This agreement is associated with RFP25215, which was awarded by the City Commission on September 15, 2025. The purpose of this agreement is to establish a continuing professional services contract that will allow the City to efficiently complete future facility planning, design, evaluation, and improvement projects as they arise without the need to solicit individual procurements for each project.

The agreement has been reviewed by the City Attorney's Office and is ready for execution.

Recommended Motion: Approve the attached Master Services Agreement with Stone Group Architects.

Sincerely,



Jordan Smith

Assistant Transit Director – Fleet and Facilities

MASTER PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT, made this 23RD day of FEB, 2026, by and between the **CITY OF FARGO**, a North Dakota municipal corporation (hereinafter "City") and **STONE GROUP ARCHITECTS, INC.**, a South Dakota professional corporation (hereinafter "Stone Group"), sets forth the terms and conditions pursuant to which Stone Group may, from time to time, provide City with professional architectural and engineering services (the "Services") for the Transit Department and the Ground Transportation Center (GTC) located at 502 NP Avenue North, as follows:

- 1) Design Development
- 2) Structural Design/Repair Services
- 3) Construction Management
- 4) Construction and Contract Administration
- 5) Project Management
- 6) Master Planning
- 7) Electrical Engineering
- 8) Mechanical Engineering

The contract documents that comprise the entire agreement between City and Stone Group concerning the Work consist of this Agreement, Task Orders, insurance certificates, change orders, and additional documents specific to the particular job, as listed in separate Task Orders, and together they set forth the terms and conditions under which Stone Group will provide City with the Services described therein. All contract documents described in this section are a part of this Agreement, though they may not be attached to this Agreement or repeated herein.

This Agreement shall be effective and applicable to Task Orders issued hereunder for three (3) years from the date of the Agreement. The Agreement may be extended upon agreement of the Parties for up to two additional one (1) year extension terms.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, City and Stone Group hereby agree as follows:

1. Responsibilities of Stone Group.

1.1 **Services.** City may, in its sole discretion, from time to time request Stone Group to perform professional services pursuant to the terms of this Agreement by issuing a project scoping document ("Project"). Stone Group shall respond to the project scoping document within the time provided therein, including a "not to exceed quote" and identifying staff availability. All Stone Group subcontractors, if any, shall perform all obligations under this Agreement as if they were performed by Stone Group, and there shall be no contractual relationship between City and any Stone Group subcontractors. City will authorize such work by executing a Task Order form that has been prepared by Stone Group and forwarded to City. Upon receipt of a signed Task Order, Stone Group shall perform the Services pursuant to the terms of the Task Order and this Agreement. If Stone Group is unwilling or unable to perform the requested Services, Stone Group shall notify City's representative who authorized the work within the time specified in the Task Order, or ten (10) days, whichever comes first.

This Agreement is not a commitment by City to issue Stone Group any Task Orders. Nor does this Agreement grant unto Stone Group any exclusive or sole right to perform work of the Services identified herein.

In rendering services under this Agreement, Stone Group shall provide its Services in a professional manner that is consistent with the degree of care and skill ordinarily exercised under similar circumstances by reputable members of its profession practicing in the same locality.

A portion of this project will be grant funded through the Federal Transit Administration (FTA) and the Section 5307 (Urbanized Capital and Operating) program; and 5339 (Bus and Bus Facilities) program; and the City General Fund. Therefore, local, federal, and state requirements will apply to this project and this Agreement. Those "Federal Clauses" attached to the City's Request for Proposal as Exhibit E, and herein incorporated by reference and expressly made part of this Agreement.

1.2 Timing. Stone Group shall perform the Services in each Task Order in the sequence and time that is required in the Task Order. If Stone Group is delayed in the performance of the Services by actions or neglect of City, by changes ordered in the Services or by other causes beyond the control of Stone Group, then the time shall be extended in writing and compensation to Stone Group will be adjusted as agreed between the parties.

1.3 Budget. Stone Group agrees that its compensation for Services authorized pursuant to this Agreement shall be based upon the rates attached to this Agreement as Exhibit A. City may increase or decrease the quantities of work through Change Orders, and there shall be no changes in the rates. City will issue Change Orders to modify contract time commensurate with approved changes in the Services. Stone Group shall accept or reject the Change Order within five (5) days.

1.4 Coordination. Stone Group shall coordinate its work with the Services provided by others relative to the Project. Stone Group shall be available to City for general consultation relative to the Project. A representative of Stone Group shall attend all meetings relative to the Project that are reasonably required to fully perform the Services.

1.5 Ownership of Documents.

1.5.1 Right in Work Product. The specific work product related to Stone Group's rendering of Services for which it is reimbursed by City, including all data, documents, results, ideas, developments, and inventions that Stone Group conceives or reduces to practice during the course of its performance under this Agreement, shall be the property of City, but Stone Group may reuse such information in the normal course of its business and retains its rights in any standard details or drawings. Stone Group will not be responsible for the unauthorized reuse or modifications of its work product.

1.5.2 Limitation on Property. All reports and pertinent data or materials are the sole property of the City and may not be used, reproduced, or released in any form without the explicit, written permission of the City. Stone Group should expect to have access only to the public reports and public files of local governmental agencies and the City in preparing proposals or reports. No compilation, tabulation or analysis of data, definition of opinion, etc., should be anticipated from City.

1.5.3 **Digital Data.** Stone Group shall submit reports electronically, in PDF format, to the Project Coordinator, in accordance with City's policy "Requirements for Engineering Services on Public Construction Projects."

2. **Indemnification and Insurance.**

2.1 **Indemnity.** To the extent permitted by law, Stone Group shall defend, indemnify and hold harmless the City and the State of North Dakota, its agencies, officers, and employees, from and against all liabilities, claims, damages, losses and expense, including reasonable attorneys' fees, to the extent caused by the negligent performance of the Services by Stone Group, including any claims asserting vicarious liability against the City and the State of North Dakota, but not as to claims asserting contributory or comparative negligence, sole negligence, or intentional misconduct. The legal defense provided to the City and the State of North Dakota under this provision must be free of any conflicts of interest, even if retention of separate legal counsel is necessary. Stone Group also agrees to defend, indemnify, and hold harmless the City and State of North Dakota for all costs, expenses, and attorneys' fees incurred if the City and/or State of North Dakota prevails in an action against Stone Group in establishing and litigating the indemnification coverage provided herein. This obligation shall continue after termination of the Agreement.

2.2 **Insurance.** Stone Group shall keep and maintain the following insurance coverages:

2.2.1 **Professional Liability Insurance.** Stone Group shall maintain in full force and effect until at least three years subsequent to completion of the Services professional liability insurance covering the performance of the Services. Such insurance shall be on a "claims made" basis and in the amount of at least \$1,000,000.

2.2.2 **Workers Compensation Insurance.** Stone Group shall maintain workers compensation insurance with following limits or with the minimum limits required by law, if greater:

Coverage A:	Statutory		
Coverage B:	\$1,000,000	Bodily Injury by accident	Each accident
	\$1,000,000	Bodily Injury by disease	Policy limit
	\$1,000,000	Bodily Injury by disease	Each employee

2.2.3 **General Liability Insurance.** Stone Group shall maintain general liability insurance with coverage to include: Premises/Operations, Completed Operations and Contractual Liability (to cover the indemnification provision in paragraph 2.1 of this Agreement). Limits of coverage shall not be less than:

\$500,000	Per person
\$2,000,000	Per occurrence

2.2.4 **Automobile Insurance.** Stone Group shall maintain automobile liability insurance to include all owned autos (private passenger and other than private passenger), hired and non-owned vehicles. Limits of coverage shall not be less than:

\$2,000,000 Per occurrence

2.2.5 Evidence of Insurance. The above insurance shall be maintained in companies lawfully authorized to do business in North Dakota and which are reasonably acceptable to City. Stone Group shall furnish City with certificates reflecting such insurance (ACORD form or equivalent) to be in force as long as this Agreement remains in effect, naming the City and State of North Dakota, its agencies, officers, and employees, as an additional insured on the general liability and automobile liability policies, and providing that said insurance will not be canceled or its limits reduced by endorsement without at least 30 days prior written notice to City and the State Risk Management Department. Such endorsements must also contain a "Waiver of Subrogation" in favor of the City and State of North Dakota.

2.2.6 Health and Safety. Stone Group will take all necessary precautions, meet all legal requirements for the health and safety of all its employees on the project and all other persons who may be affected by the Work, and comply with City's safety rules. This requirement will apply continuously and is not limited to normal working hours. Stone Group shall have the right to restrict from the site any persons who do not comply with reasonable safety requirements of Stone Group.

2.2.7 Excess/Umbrella Coverage. Stone Group may meet the levels of insurance required by Sections 2.2.3 and 2.2.4 through a combination of Primary and Excess/Umbrella coverage.

2.2.8 If any portion of the work under the Agreement is subcontracted, Stone Group shall obtain insurance protection (as outlined above) to provide liability coverage to protect the City and the State of North Dakota as a result of work undertaken by the subcontractor. All subcontractors performing work for Stone Group are required to maintain the same scope of insurance required of Stone Group. Stone Group shall be held responsible for ensuring compliance with those requirements by all subcontractors.

2.2.9 Stone Group's insurance coverage shall be primary as respects any insurance, self-insurance or self-retention maintained by the City or the State of North Dakota. The insolvency or bankruptcy of Stone Group shall not release the insurer from payment under the policy, even when such insolvency or bankruptcy prevents Stone Group from meeting the retention limit under the policy.

3. City's Responsibilities.

3.1 Compensation. City will pay to Stone Group compensation for the Services as set forth in each Task Order, together with any adjustments set forth in written Change Orders. The City will issue payment to Stone Group within forty-five (45) days after all required Services, as well as items identified in the scope of work and performance of tasks, have been completed to the satisfaction of the City. Stone Group shall submit itemized statements for such compensation equal to the value of the Services completed. Said invoices shall reference the City's Project Number (RFP25215) and Task Order to properly identify work being invoiced. City shall notify Stone Group in writing, within 15 days of the date of the invoice, if City objects to any portion of the charges on the invoice, and shall promptly pay the undisputed portion. City shall pay a finance

charge fee of 1.5% per month, but not exceeding the maximum amount allowed by law, for all unpaid amounts 45 days or older.

3.2 Changes and Adjustments. City may order changes to the Task Order consisting of additions, deletions or other revisions, with corresponding adjustments to the compensation to Stone Group and the Task Order schedule. All such changes in the Services shall be authorized by written Change Order. An adjustment to the compensation to Stone Group resulting from a change in the Services shall be determined by: mutual acceptance of a lump sum amount, application of hourly billing rates as set forth in the current Schedule of Charges, or in such other manner as is mutually agreed upon by Stone Group and City. If Stone Group believes it is entitled to additional compensation or time for performing additional Services that are beyond the scope of the Task Order or Change Order, Stone Group shall immediately notify City thereof and secure City's approval prior to performing such additional Services. Stone Group shall not be entitled to additional compensation if additional work is the result of its errors.

3.3 Furnishing Information. City shall, at its expense, provide Stone Group with the information, Services and other materials regarding the Project that are described in the respective Task Order, and shall immediately transmit new, updated, or revised information as it becomes available. City shall secure all necessary site related approvals, permits, licenses, and consents necessary to commence and complete the Services, and will execute any necessary site access agreements.

3.4 Third Party Reliance. This Agreement and the Services provided are for Stone Group's and City's sole benefit and exclusive use, with no third-party beneficiaries intended.

3.5 Conflict of Interest. Stone Group represents and warrants that it has no conflict of interest which would prevent Stone Group from acting in the City's best interests, and that Stone Group will guard against a conflict of interest arising or existing during the term of this Agreement.

4. Conflict of Interest.

4.1 No subcontractor or member of Stone Group proposed to be employed in the rendering of Services hereunder shall have a past, ongoing, or potential involvement which could be deemed a conflict of interest under North Dakota Century Code or other law. During the term of this Agreement, Stone Group shall not accept any employment or engage in any consulting work that would create a conflict of interest with the City or in any way compromise the Services to be performed under this Agreement. The firm shall immediately notify the City of any and all potential violations of this paragraph upon becoming aware of the potential violation.

5. Title VI Assurances.

5.1 Compliance with Regulations. Stone Group shall comply with the regulations relative to nondiscrimination in federally-assisted programs of the U.S. Department of Transportation, 49 CFR Part 21, as they may be amended from time to time (hereafter the "Regulations").

5.2 Nondiscrimination. Stone Group, with regard to the work performed by it, shall not discriminate on the grounds of race, color, national origin, sex, age, disability/handicap, or

income status, in the selection and retention of subcontractors, including procurements of materials and leases of equipment. Stone Group shall not participate, either directly or indirectly, in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the Agreement covers a program set forth in Appendix B of the Regulations.

5.3 Solicitation for Subcontracts, Including Procurement of Materials and Equipment. In all solicitations, either by competitive bidding or negotiation, for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by Stone Group of the contractor's obligations to the City and the regulations relative to nondiscrimination on the grounds of race, color, national origin, sex, age, disability/handicap, or income status.

5.4 Information and Reports. Stone Group shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information and its facilities as may be determined by the City or NDDOT to be pertinent to ascertain compliance with such Regulations, orders, and instructions. Where any information required is in the exclusive possession of another who fails or refuses to furnish this information, Stone Group shall so certify to the City, or NDDOT, as appropriate, and shall set forth what efforts it has made to obtain the information.

5.5 Sanctions for Noncompliance. In the event of the Stone Group's noncompliance with the nondiscrimination provisions as outlined herein, the City and NDDOT shall impose such sanctions as it or FTA may determine to be appropriate, including but not limited to: (a) withholding of payments under the Agreement until Stone Group complies and/or (b) cancellation, termination, or suspension of the Agreement, in part or in whole.

5.6 Incorporation of Title VI Provisions. Stone Group shall include the provisions of paragraphs 5.1 through 5.5 above in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto.

Stone Group shall take such action with respect to any subcontract or procurement as the City, the U.S. Department of Transportation, or FTA may direct as a means of enforcing such provisions, including sanctions for noncompliance provided, however, that in the event Stone Group becomes involved in, or is threatened with, litigation by a subcontractor or supplier as a result of such direction, Stone Group may request the City enter into such litigation to protect the interests of the City; and, in addition, Stone Group may request the United States to enter into such litigation to protect the interests of the United States.

6. Miscellaneous.

6.1 Entire Agreement. The terms and conditions set forth herein constitute the entire understanding of the parties relating to the provision of Services by Stone Group to City and shall be incorporated in all Task Orders unless otherwise so stated therein. This Agreement may be amended only by a written instrument signed by both parties.

6.2 Hazardous Materials. Stone Group shall not be responsible for the discovery, presence, handling, removal, or disposal of hazardous materials. If Stone Group becomes aware

of hazardous materials in the course of performing Services, it shall promptly notify the City and suspend affected Services until directed by the City.

6.3 The applicable Statute of Limitations shall commence to run when the City first knows or should have known that a cause of action exists. Causes of action between the parties to this Agreement pertaining to acts or failures to act shall be governed by NDCC 28-01-04 (Statute of Repose).

6.4 **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the state of North Dakota.

6.5 **Assignment.** This Agreement may not be assigned by Stone Group or City without the prior written consent of the other party.

6.6 **Independence:** In performing all Services under this Agreement, Stone Group shall be and remain an independent contractor in fact and in law. City shall have no control, or right of control over the manner or means of Stone Group performing its work. Stone Group shall be solely responsible for the compensation, benefits, contributions and taxes, if any, of its employees, subcontractors and agents.

6.7 **Consequential Damages:** North Dakota Law governs claims for Consequential damages.

6.8 **Dispute Resolution** Stone Group and City will exercise good faith efforts to resolve disputes through a mutually acceptable Alternative Dispute Resolution procedure. Nothing prevents the parties from pursuing litigation in the appropriate State or Federal court.

6.9 **Termination.** The City reserves the right to cancel the Agreement or any Task Order for cause upon written notice to Stone Group. Cause for cancellation will be documented failure(s) of Stone Group to provide services in a timely and proper manner or with the quantity or quality required. Notice of such cancellation will be given with sufficient time to allow for the orderly withdrawal of Stone Group without additional harm to the participants or the City.

The City may cancel or reduce the amount of service to be rendered if there is, in the opinion of the City, a significant increase in local costs; or if there is insufficient state or federal funding available for the service; thereby terminating the Agreement or reducing the compensation to be paid under the Agreement or Task Order. In such event, the City of Fargo will notify Stone Group in writing ninety (90) days in advance of the date such actions are to be implemented.

In the event of any termination, the City shall pay the agreed rate only for Services delivered up to the date of termination. The City will have no obligation to Stone Group, of any kind, after the date of termination. Upon termination, Stone Group shall deliver all records, equipment, and materials to the City of Fargo within twenty-four (24) hours of the date of termination.

6.10 **Force Majeure.** Neither party shall be liable for damages or deemed in default of this Agreement and any Authorization for Services hereunder to the extent that any delay or failure in the performance of its obligations (other than the payment of money) results, without its fault

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March 2, 2026

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

RE: DWSRF and CWSRF Resolutions- Authorized Official/Signatory Requirements

Dear Commissioners:

Attached you will find attached Resolution of Governing Body forms to formally change the Authorized Official from retired Steve Sprague to current Auditor/Finance Director, Susan Thompson. The Authorized Official is authorized to file and execute applications and documents on behalf of the City of Fargo. Storm Water, Water, Water Reclamation and Solid Waste Utilities require a signature from the Authorized Official for State Revolving Fund Reimbursement. Please note that these resolutions are a clerical change and does not change the loans and is not new debt.

Your approval of the attached resolutions is requested.

Recommended Motion

Approve the attached Resolution of Governing Body forms to change the authorized official requirements for State Revolving Fund applications and documents.

Respectfully Submitted,



Jim Hausauer
Water Reclamation Utility Director

Cc: Nathan Boerboom, Assistant City Engineer
Troy Hall, Water Utility Director
Scott Olson, Solid Waste Utility Director
Susan Thompson, Finance Director/City Auditor
Brenda Derrig, Assistant City Administrator

RESOLUTION OF GOVERNING BODY OF APPLICANT
(Suggested Format)

RESOLUTION NO. _____

Resolution authorizing filing of application with the North Dakota Department of Environmental Quality for a loan under the Clean Water Act and/or the Safe Drinking Water Act.

WHEREAS, under the terms of the Clean Water Act and/or the Safe Drinking Water Act, the United States of America has authorized the making of loans to authorized applicants to aid in the construction of specific public projects: Now, Therefore, BE IT RESOLVED _____
City of Fargo City Commission
(Governing Body of Applicant)

1. That Susan Thompson and Troy B. Hall be and is hereby authorized to execute and file an application
(Designated Official)

on behalf of City of Fargo, North Dakota with the North Dakota Department of Environmental
(Legal Name of Applicant)

Quality for a loan to aid in the construction of: All DWSRF and CWSRF project under the Water Utility

DWSRF 0900336-01: 64 th Avenue Water Tower	DWSRF 0900336-04: Water Supply & Treatment Improvements
DWSRF 0900336-02: South Side Transmission Pipe	DWSRF 0900336-05: WTP GAC Filter Upgrade
DWSRF 0900336-03: Membrane Water Treatment Plant	DWSRF 0900336-06: Lead Service Line Replacement
CWSRF 380715-12: Water Meter System Improvements	DWSRF 0900336-07: NDDoT Projects (Engineering Dept.)

(Brief Project Description)

2. That Susan Thompson and Troy B. Hall, Finance Director/City Auditor & Water Utility Director
(Name of Authorized Representative) (Title)

be and is hereby authorized and directed to furnish such information as the North Dakota Department of Environmental Quality may reasonably request in connection with the application, which is herein authorized to be filed, to sign all necessary documents, and, on behalf of loan recipient, to accept loan offer and receive payment of loan funds in an estimated amount of \$ 225,475,422.

That the City of Fargo, North Dakota hereby expresses its official intent to use
(Legal Name of Applicant)

proceeds of this loan to reimburse construction expenditures made prior to the issuance of its municipal securities to the North Dakota Public Finance Authority.

CERTIFICATE OF RECORDING OFFICER

The undersigned duly qualified and acting Finance Director/City Auditor of the
(Title of Officer)

City of Fargo, North Dakota does hereby certify that the attached resolution is a true
(Legal Name of Applicant)

and correct copy of the resolution, authorizing the filing of application with the North Dakota Department of Environmental Quality, as regularly adopted at a legally convened meeting of the

City of Fargo City Commission duly held on the 2nd day of March, 2026;
(Name of Governing Body of Applicant)

and further that such resolution has been fully recorded in the journal of proceedings and records in my office.

In WITNESS WHEREOF, I have hereunto set my hand this 2nd day of March, 2026.

Signature of Recording Officer*	
Title of Recording Officer	Finance Director/City Auditor

*The signature needs to match the signature used for the FIND pre-application

RESOLUTION OF GOVERNING BODY OF APPLICANT

RESOLUTION NO. _____

Resolution authorizing filing of application with the North Dakota Department of Environmental Quality for a loan under the Clean Water Act and/or the Safe Drinking Water Act.

WHEREAS, under the terms of the Clean Water Act and/or the Safe Drinking Water Act, the United States of America has authorized the making of loans to authorized applicants to aid in the construction of specific public projects: Now, Therefore, BEIT
RESOLVED _____
City of Fargo City Commission
(Governing Body of Applicant)

1. That Susan Thompson and James Hausauer be and is hereby authorized to execute and file an application
(Designated Officials)

on behalf of _____
City of Fargo, North Dakota
(Legal Name of Applicant)

Quality for a loan to aid in the construction of: The City of Fargo Water Reclamation Facility Expansion Phase IIA and IIB

(Brief Project Description)

2. That Susan Thompson and James Hausauer _____ Finance Director/City Auditor & Water Reclamation Utility Director
(Name of Authorized Representatives) *(Titles)*

be and is hereby authorized and directed to furnish such information as the North Dakota Department of Environmental Quality may reasonably request in connection with the application, which is herein authorized to be filed, to sign all necessary documents, and, on behalf of loan recipient, to accept loan offer and receive payment of loan funds in an estimated amount of \$151,500,000

That the _____
City of Fargo, North Dakota
(Legal Name of Applicant) hereby expresses its official intent to use

proceeds of this loan to reimburse construction expenditures made prior to the issuance of its municipal securities to the North Dakota Public Finance Authority.

CERTIFICATE OF RECORDING OFFICER

The undersigned duly qualified and acting _____
Finance Director/City Auditor
(Title of Officer) of the

_____ does hereby certify that the attached resolution is a true
City of Fargo, North Dakota
(Legal Name of Applicant)

and correct copy of the resolution, authorizing the filing of application with the North Dakota Department of Environmental Quality, as regularly adopted at a legally convened meeting of the

_____ duly held on the _____ day of _____, 2026
Fargo City Commission
(Name of Governing Body of Applicant)

and further that such resolution has been fully recorded in the journal of proceedings and records in my office.

In WITNESS WHEREOF, I have hereunto set my hand this _____ day of _____, 2026

Signature of Recording Officer*	
Title of Recording Officer	Finance Director/City Auditor

*The signature needs to match the signature used for the FIND pre-application

RESOLUTION OF GOVERNING BODY OF APPLICANT

RESOLUTION NO. ____

Resolution authorizing filing of application with the North Dakota Department of Environmental Quality for a loan under the Clean Water Act and/or the Safe Drinking Water Act.

WHEREAS, under the terms of the Clean Water Act and/or the Safe Drinking Water Act, the United States of America has authorized the making of loans to authorized applicants to aid in the construction of specific public projects: Now, Therefore, BE IT RESOLVED City of Fargo City Commission
(Governing Body of Applicant)

1. That Susan Thompson and James Hausauer be and is hereby authorized to execute and file an application
(Designated Officials)

on behalf of City of Fargo, North Dakota with the North Dakota Department of Environmental
(Legal Name of Applicant)

Quality for a loan to aid in the construction of:

The Storm and Water Reclamation Utility's supports Engineering led projects for road rehabilitation and repair. Generally, storm and sanitary and sewer line replacement occurs during these reconstruction projects and this portion is funded with Utility cash. The Utility's would like to utilize Clean Water State Revolving Fund (CWSRF) loans to financially support these projects. By utilizing a CWSRF loan will reduce the need to use large amounts of cash and help maintain financial reserves for the Utility's and keep rates low for customers.

(Brief Project Description)

2. That Susan Thompson and James Hausauer Finance Director/Auditor and Water Reclamation Utility Director
(Name of Authorized Representatives) (Titles)
be and is hereby authorized and directed to furnish such information as the North Dakota Department of Environmental Quality may reasonably request in connection with the application, which is herein authorized to be filed, to sign all necessary documents, and, on behalf of loan recipient, to accept loan offer and receive payment of loan funds in an estimated amount of \$ 20,000,000.

That the City of Fargo, North Dakota hereby expresses its official intent to use
(Legal Name of Applicant)

proceeds of this loan to reimburse construction expenditures made prior to the issuance of its municipal securities to the North Dakota Public Finance Authority.

CERTIFICATE OF RECORDING OFFICER

The undersigned duly qualified and acting Finance Director/City Auditor of the
(Title of Officer)

City of Fargo, North Dakota does hereby certify that the attached resolution is a true
(Legal Name of Applicant)

and correct copy of the resolution, authorizing the filing of application with the North Dakota Department of Environmental Quality, as regularly adopted at a legally convened meeting of the

City of Fargo, North Dakota duly held on the 2nd day of March, 2026
(Name of Governing Body of Applicant)

and further that such resolution has been fully recorded in the journal of proceedings and records in my office.

In WITNESS WHEREOF, I have hereunto set my hand this 2nd day of March, 2026.

Signature of Recording Officer*	
Title of Recording Officer	Finance Director/City Auditor

*The signature needs to match the signature used for the FIND pre-application

RESOLUTION OF GOVERNING BODY OF APPLICANT

RESOLUTION NO. _____

Resolution authorizing filing of application with the North Dakota Department of Environmental Quality for a loan under the Clean Water Act and/or the Safe Drinking Water Act.

WHEREAS, under the terms of the Clean Water Act and/or the Safe Drinking Water Act, the United States of America has authorized the making of loans to authorized applicants to aid in the construction of specific public projects: Now, Therefore, BE IT RESOLVED _____
City of Fargo City Commission
(Governing Body of Applicant)

1. That Susan Thompson and Scott Olson be and is hereby authorized to execute and file an application
(Designated Officials)

on behalf of City of Fargo, North Dakota with the North Dakota Department of Environmental
(Legal Name of Applicant)

Quality for a loan to aid in the construction of: The City of Fargo Solid Waste Leachate System Improvements (Project 380715-11)

(Brief Project Description)

2. That Susan Thompson and Scott Olson, Finance Director/City Auditor & Solid Waste Utility Director
(Name of Authorized Representatives) *(Titles)*

be and is hereby authorized and directed to furnish such information as the North Dakota Department of Environmental Quality may reasonably request in connection with the application, which is herein authorized to be filed, to sign all necessary documents, and, on behalf of loan recipient, to accept loan offer and receive payment of loan funds in an estimated amount of \$ 11,348,000

That the City of Fargo, North Dakota hereby expresses its official intent to use
(Legal Name of Applicant)

proceeds of this loan to reimburse construction expenditures made prior to the issuance of its municipal securities to the North Dakota Public Finance Authority.

CERTIFICATE OF RECORDING OFFICER

The undersigned duly qualified and acting Finance Director/City Auditor of the
(Title of Officer)

City of Fargo, North Dakota does hereby certify that the attached resolution is a true
(Legal Name of Applicant)

and correct copy of the resolution, authorizing the filing of application with the North Dakota Department of Environmental Quality, as regularly adopted at a legally convened meeting of the

Fargo City Commission duly held on the 2nd day of March, 2026
(Name of Governing Body of Applicant)

and further that such resolution has been fully recorded in the journal of proceedings and records in my office.

In WITNESS WHEREOF, I have hereunto set my hand this 2nd day of March, 2026

Signature of Recording Officer*	
Title of Recording Officer	Finance Director/City Auditor

*The signature needs to match the signature used for the FIND pre-application

RESOLUTION OF GOVERNING BODY OF APPLICANT

RESOLUTION NO. _____

Resolution authorizing filing of application with the North Dakota Department of Environmental Quality for a loan under the Clean Water Act and/or the Safe Drinking Water Act.

WHEREAS, under the terms of the Clean Water Act and/or the Safe Drinking Water Act, the United States of America has authorized the making of loans to authorized applicants to aid in the construction of specific public projects: Now, Therefore, BE IT RESOLVED _____
City of Fargo City Commission
(Governing Body of Applicant)

1. That Susan Thompson and Nathan Boerboom be and is hereby authorized to execute and file an application
(Designated Officials)

on behalf of _____ City of Fargo, North Dakota _____ with the North Dakota Department of Environmental
(Legal Name of Applicant)

Quality for a loan to aid in the construction of: The City of Fargo's Southwest Regional Stormwater Pond system

(Brief Project Description)

2. That Susan Thompson and Nathan Boerboom _____ Finance Director/City Auditor & Assistant City Engineer _____
(Name of Authorized Representatives) *(Titles)*

be and is hereby authorized and directed to furnish such information as the North Dakota Department of Environmental Quality may reasonably request in connection with the application, which is herein authorized to be filed, to sign all necessary documents, and, on behalf of loan recipient, to accept loan offer and receive payment of loan funds in an estimated amount of \$27,000,000.

That the _____ City of Fargo, North Dakota _____ hereby expresses its official intent to use
(Legal Name of Applicant)

proceeds of this loan to reimburse construction expenditures made prior to the issuance of its municipal securities to the North Dakota Public Finance Authority.

CERTIFICATE OF RECORDING OFFICER

The undersigned duly qualified and acting _____ Finance Director/City Auditor _____ of the
(Title of Officer)

_____ City of Fargo, North Dakota _____ does hereby certify that the attached resolution is a true
(Legal Name of Applicant)

and correct copy of the resolution, authorizing the filing of application with the North Dakota Department of Environmental Quality, as regularly adopted at a legally convened meeting of the

_____ Fargo City Commission _____ duly held on the 2nd day of March _____, 2026
(Name of Governing Body of Applicant)

and further that such resolution has been fully recorded in the journal of proceedings and records in my office.

In WITNESS WHEREOF, I have hereunto set my hand this 2nd day of March _____, 2026 _____.

Signature of Recording Officer*	
Title of Recording Officer	Finance Director/City Auditor

*The signature needs to match the signature used for the FIND pre-application



24

Water Treatment Plant
435 14th Avenue South
Fargo, ND 58103
Office: 701.241.1469 | Fax: 701.241.8110
www.FargoND.gov

February 26, 2026

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

Subject: Permission to Advertise for Bids – Lead Service Line Replacement – Bid Areas 5-10

Dear Commissioners:

Water Utility staff is seeking approval for advertising bidding of six (6) bid areas for Lead Service Line Replacement (LSLR). There has been significant coordination between the Water Utility and the Engineering Department regarding the bid areas. Pending contractor availability, all six (6) of the bid areas may be constructed in 2026. Since there are over 2,000 Lead Services Lines (LSLs) in Fargo, the overall LSLR project will take place over several years and broken annually into smaller bid areas. Adjusting for contractor input, small bids areas of about 50 LSLs will likely be manageable quantities for the Fargo LSLR project. The goal is to replace 400-500 LSLs per year. For the six (6) bid areas we are seeking approval to advertise, the following are the project codes assigned to each individual bid area:

- WA2508 (Bid Area 5) – Phase 2026-05 on attached map
- WA2509 (Bid Area 6) – Phase 2026-06 on attached map
- WA2510 (Bid Area 7) – Phase 2026-07 on attached map
- WA2511 (Bid Area 8) – Phase 2026-08 on attached map
- WA2512 (Bid Area 9) – from Engineering CIP 2025
- WA2513 (Bid Area 10) – from Engineering CIP 2026

Funding for LSLR is included in the 2026 budget and Water Utility Capital Improvement Plan (CIP). The project will be funded with 66.5 percent loan forgiveness (grant) and a DWSRF loan with 0.5% interest for the local share.

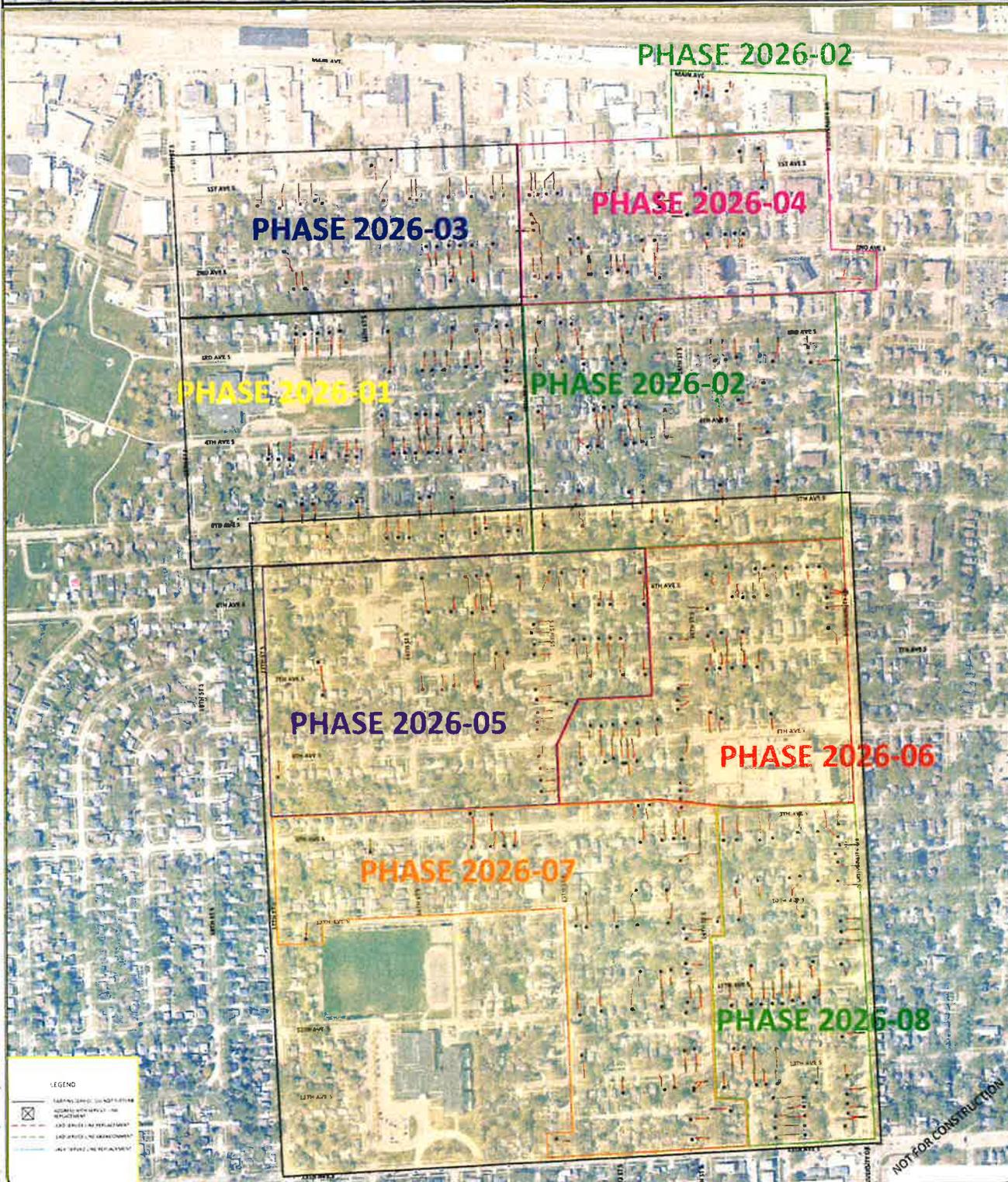
Your consideration is greatly appreciated in this matter.

Sincerely,

Troy B. Hall
Water Utility Director

SUGGESTED MOTION:

Approve the Advertisement for Bid of six (6) bid areas for Lead Service Line Replacement using Project Codes WA2508, WA2509, WA2510, WA2511, WA2512, and WA2513.



LEGEND

- Existing water service replacement
- Proposed water service replacement
- Lead service line replacement
- Lead service line improvement
- Lead service line replacement

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Water Treatment Plant
435 14th Avenue South
Fargo, ND 58103
Office: 701.241.1469 | Fax: 701.241.8110
www.FargoND.gov

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February 26, 2026

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

Subject: Reject Bids for Projects WA2504, WA2505, and WA2506 – Lead Service Line Replacement
Authorize Advertisement to Rebid Projects WA2504, WA2505, WA2506

Dear Commissioners:

Water Utility staff is seeking approval to reject bids for three Lead Service Line Replacement (LSLR) projects: WA2504, WA2505, and WA2506. Due to an oversight in the advertisement for bids publication process, all bids for the three projects received need to be rejected and the projects re-advertised. This is being done to ensure compliance with North Dakota Century Code requirements.

This will be the first year of significant LSLR construction. There are over 2,000 Lead Services Lines in Fargo and the overall project will take several years. Funding for LSLR is included in the 2026 budget. The project will be funded with 66.5 percent loan forgiveness (grant) and a DWSRF loan with 0.5% interest for the local share.

Your consideration is greatly appreciated in this matter.

Sincerely,



Troy B. Hall
Water Utility Director

SUGGESTED MOTION:

Approve the rejection of bids for Projects WA2504, WA2505, and WA2506 and approve advertising to rebid the same Projects WA2504, WA2505, and WA2506.

REPORT OF ACTION

26

UTILITY COMMITTEE

Project No. WA2403

Type: Task Order – Design & Bidding

Location: City-wide Lead Service Line Replacement Project

Date of Hearing: 2/11/2026

<u>Routing</u>	<u>Date</u>
City Commission	<u>3/2/2026</u>
Project File	<u> </u>

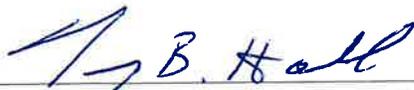
Dan Portlock, Assistant Water Utility Director, presented the attached task order with Houston Engineering, Inc. (HEI) in amount of \$198,774 for design and bidding of six (6) Lead Service Line Replacement (LSLR) projects scheduled to be constructed in 2026. Each project bid has about 50 Lead Service Lines to be manageable individual projects for contractors. The six (6) LSLR projects have the following project codes: WA2508 (Bid Area 5), WA2509 (Bid Area 6), WA2510 (Bid Area 7), WA2511 (Bid Area 8), WA2512 (Bid Area 9), and WA2513 (Bid Area 10). The cost of this task order is cost-share (grant) eligible at 66.5 percent. The local share of 33.5 percent is under an approved Drinking Water State Revolving Fund (DWSRF) loan. The 2026 LSLR construction will be the beginning of an effort to replace over 2,000 lead service lines over the next several years.

MOTION:

On a motion by Susan Thompson, seconded by Scott Liudahl, the Utility Committee voted to approve Task Order No. 26-01 with Houston Engineering, Inc. in amount of \$198,774.

<u>COMMITTEE:</u>	<u>Present</u>	<u>Yes</u>	<u>No</u>	<u>Unanimous</u>
				<u> X </u>
				<u> Proxy </u>
Denise Kolpack, City Commissioner	<u> X </u>			
Brenda Derrig, Assistant City Administrator	<u> X </u>			
Susan Thompson, Finance Director	<u> X </u>			
Brian Ward, Water Plant Supt.	<u> X </u>			
Mark Miller, Wastewater Plant Supt.	<u> X </u>			
Bruce Grubb, Temp. Asst. City Administrator	<u> X </u>			
Scott Liudahl, City Forester	<u> X </u>			
James Hausauer, Water Recl. Utility Director	<u> X </u>			
Troy Hall, Water Utility Director	<u> X </u>			
Ben Dow, Public Works Operations Director	<u> X </u>			
Tom Knakmuhs, City Engineer	<u> X </u>			
Dan Portlock, Water Utility Engineer	<u> X </u>			
Scott Olson, Solid Waste Utility Director	<u> X </u>			

ATTEST:



 Troy B. Hall
 Water Utility Director

C: Tim Mahoney, Mayor
 Commissioner Strand
 Commissioner Piepkorn
 Commissioner Turnberg



Water Treatment Plant
 435 14th Avenue South
 Fargo, ND 58103
 Office: 701.241.1469 | Fax: 701.241.8110
www.FargoND.gov

MEMORANDUM
 February 7, 2026

To: Utility Committee

From: Troy B. Hall, Water Utility Director *TBH*

Re: Houston Engineering Task Order 26-01: Lead Service Line Replacement – Design and Bidding of Phases 2026-05, 2026-06, 2026-07, 2026-08, 2026-09, and 2026-10

Attached is a proposed task order with Houston Engineering, Inc. (HEI) related to our Lead Service Line Replacement (LSLR) project. We now have had two successful bids for LSLR during the 2026 construction season. This task order will design and bid six (6) additional phases for 2026 construction. This task order is not-to-exceed \$198,774 and will be billed as hourly. Loan forgiveness (grant) at 66.5% will be applied to the cost of the task order. The LSLR project is in the budget and Capital Improvement Plan (CIP) for the water utility. Each of the six (6) bid packages will target about 50 Lead Service Lines (LSLs) each. The following is the tentative schedule:

Design and Bidding Schedule Target Dates

Phase	Advertise Date	Advertise Date	Advertise Date	Bid Opening Date	Notice to Proceed	Final Completion
2026-05	3/4/2026	3/11/2026	3/18/2026	3/25/2026	7/20/2026	10/30/2026
2026-06	3/18/2026	3/25/2026	4/1/2026	4/8/2026	7/20/2026	10/30/2026
2026-07	4/1/2026	4/8/2026	4/15/2026	4/22/2026	7/20/2026	10/30/2026
2026-08	4/15/2026	4/22/2026	4/29/2026	5/6/2026	7/20/2026	10/30/2026
2026-09	3/4/2026	3/11/2026	3/18/2026	3/25/2026	5/18/2026	11/13/2026
2026-10	3/18/2026	3/25/2026	4/1/2026	4/8/2026	5/18/2026	11/13/2026

The schedule above will target about 300 LSLs for construction, mostly in the second half of the summer in 2026. For Phases 2026-09 and 2026-10, they will work in areas coordinated with 2025 and 2026 street replacement projects under the Engineering Department CIP. We will be targeting the replacement of roughly 500 LSLs total in 2026. There are previous task orders with HEI for similar efforts.

Plan of Financing

The task order is eligible for 66.5 percent grant from the DWSRF loan program. The LSLR is in the budget and part of the Capital Improvement Plan (CIP) for water utility.

SUGGESTED MOTION:

Approve Task Order 26-01 with Houston Engineering, Inc. in the amount of \$198,774 to design and bid six (6) bid packages under the Lead Service Line Replacement program for 2026 construction.

Your consideration in this matter is greatly appreciated.

**TASK ORDER AGREEMENT TO
CITY OF FARGO ENTERPRISE UTILITIES SERVICES AGREEMENT**

This is Task Order No. 26-01 , consisting of 5 pages.
--

Task Order

In accordance with Paragraph 1.01 of the Agreement Between Owner and Engineer for Professional Services – Task Order Edition, dated January 1, 2021 (the "Agreement"), Owner and Engineer agree as follows:

1. Background Data

- a. Effective Date of Task Order: **February 11, 2026**
- b. Owner: **City of Fargo Enterprise Utilities – Water Utility**
- c. Engineer: **Houston Engineering, Inc.**
- d. Specific Project (title): **Lead Service Line Replacement Program – Design and Bidding for Phases 2026-05, 2026-06, 2026-07, 2026-08, 2026-09, and 2026-10.**
- e. Specific Project (description): **Design and Bidding for Phases 2026-05, 2026-06, 2026-07, 2026-08, 2026-09, and 2026-10.**

2. Services of Engineer

- A. The specific services to be provided or furnished by Engineer under this Task Order are as follows:

Provide design and bidding for Phases 2026-05, 2026-06, 2026-07, 2026-08, 2026-09, and 2026-10 of the LSLR project in conjunction with the City Water Utility Staff.

- B. Other Services

None identified.

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:

None. Any Additional Services will be under separate Task Order(s) or phases to this task order.

4. Owner's Responsibilities

Task Order Form

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 and American Society of Civil Engineers. All rights reserved.

Owner shall have those responsibilities set forth in Article 2 of the Agreement and in Exhibit B.

5. Task Order Schedule

In addition to any schedule provisions provided in Exhibit A or elsewhere, the parties shall meet the following schedule:

Engineer’s services shall progress as estimated below:

Design and Bidding Schedule Target Dates

Phase	Advertise Date	Advertise Date	Advertise Date	Bid Opening Date	Notice to Proceed	Final Completion
2026-05	3/4/2026	3/11/2026	3/18/2026	3/25/2026	7/20/2026	10/30/2026
2026-06	3/18/2026	3/25/2026	4/1/2026	4/8/2026	7/20/2026	10/30/2026
2026-07	4/1/2026	4/8/2026	4/15/2026	4/22/2026	7/20/2026	10/30/2026
2026-08	4/15/2026	4/22/2026	4/29/2026	5/6/2026	7/20/2026	10/30/2026
2026-09	3/4/2026	3/11/2026	3/18/2026	3/25/2026	5/18/2026	11/13/2026
2026-10	3/18/2026	3/25/2026	4/1/2026	4/8/2026	5/18/2026	11/13/2026

6. Payments to Engineer

A. Owner shall pay Engineer for services rendered under this Task Order as follows:

By the Standard Hourly Rates and Reimbursable Expenses set forth in Exhibit C.

The fees for services under this task order shall not exceed \$198,774 without prior written authorization. Fees for future phases will be discussed with the Water Utility Staff prior to undertaking those phases. Breakdown of task order fees are provided in Attachment No. 1.

B. The terms of payment are set forth in Article 4 of the Agreement and in the applicable governing provisions of Exhibit C.

7. Sub-Consultants retained as of the Effective Date of the Task Order: **None**

8. Other Modifications to Agreement and Exhibits: **None**

9. Attachments: **Attachment 1**

10. Other Documents Incorporated by Reference:

Agreement between Owner and Engineer for Professional Services – Task Order Edition, dated January 1, 2021.

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 11, 2026**.

OWNER: **City of Fargo**

ENGINEER: **Houston Engineering, Inc.**

By: _____

By: 

Name: Troy Hall

Name: Jerry Bents, PE

Title: Water Utility Director

Title: Vice President

Engineer License or Firm's Certificate No. 015C

State of: North Dakota

Date Signed: _____

Date Signed: 2/6/2026

Address for giving notices:

Address for giving notices:

City of Fargo

Houston Engineering, Inc.

225 4th Street North

1401 21st Avenue North

Fargo, ND 58102

Fargo, ND 58102

DESIGNATED REPRESENTATIVE
(Paragraph 8.03.A):

DESIGNATED REPRESENTATIVE
(Paragraph 8.03.A):

Troy Hall

Randy Engelstad

Title: Water Utility Director

Title: Client Manager

Phone Number: 701-241-1469

Phone Number: 701-237-5065

Facsimile Number: _____

Facsimile Number: _____

E-Mail Address: thall@fargond.gov

E-Mail Address: rengelstad@houstoneng.com

Task Order Form

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and American Society of Civil Engineers. All rights reserved.

DESIGNATED REPRESENTATIVE
(Paragraph 8.03.A):

Dan Korf

Title: Project Manager

Phone Number: 701-237-5065

Facsimile Number: _____

E-Mail

Address: dkorf@houstoneng.com

Task Order Form

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This is **EXHIBIT A**, consisting of 2 pages, referred to in and part of the **Task Order No. 26-01 between Owner and Engineer** dated **February 11, 2026**.

Engineer's Services for Task Order

PART 1—BASIC SERVICES

A1.01 *Design Phase Services*

A. As Basic Services, Engineer shall:

1. Consult with Owner to define and clarify Owner's requirements for the Specific Project, including design objectives and constraints, space, capacity and performance requirements, flexibility, and expandability, and any budgetary limitations, and identify available data, information, reports, facilities plans, and site evaluations.
2. Identify potential solution(s) to meet Owner's Specific Project requirements, as needed.
3. Identify and follow any State and Federal requirements based off of funding sources – (SRF, AIS, BIL, Etc..)
4. Advise Owner of any need for Owner to obtain, furnish, or otherwise make available to Engineer additional Specific Project-related data and information, for Engineer's use in the study and evaluation of potential solution(s) to Owner's Specific Project requirements.
5. After consultation with Owner, recommend to Owner the solution(s) which in Engineer's judgment meet Owner's requirements for the Specific Project.
6. Prepare documents which will, as appropriate, contain design drawings and details for use in construction with project specific specifications that follow City of Fargo specifications and include specifications required for the water service replacements not covered by the City specifications, prepare cost estimate tabulation of items that would be considered construction costs for different site conditions.
 - a. **Work in progress (This is subsequent to 2026-01 through 2026-04 (TO25-03))**
 - b. **Design Phase (2026-05)**
 - c. **Design Phase (2026-06)**
 - d. **Design Phase (2026-07)**
 - e. **Design Phase (2026-08)**
 - f. **Design Phase (2026-09)**

- g. **Design Phase (2026-10)**
 - h. **Bidding (2026-05)**
 - i. **Bidding (2026-06)**
 - j. **Bidding (2026-07)**
 - k. **Bidding (2026-08)**
 - l. **Bidding (2026-09)**
 - m. **Bidding (2026-10)**
 - n. **Potential Addenda (TBD - Not Included)**
- 7. Advise Owner of any need for Owner to provide data or services of the types described in Exhibit B, for use in Project design, or in preparation for Contractor selection and construction.
 - 8. Pursuant to the Task Order schedule, furnish the required number of review copies of the deliverables to Owner, and review it with Owner. Owner shall submit to Engineer any comments regarding the furnished items within the time established in the Task Order schedule.
 - 9. Assist the Owner with coordination for standard NDDEQ reviews of the bidding documents, and supplying the required three (3) hard copies.
- B. Engineer's services under the Design Phase will be considered complete on the date when Engineer has delivered to Owner the final plans and specifications to be used for the construction of the water line replacement project and assisted with bidding (**not including addenda**).

A1.02 *Not Used*

PART 2—ADDITIONAL SERVICES – Not used. Any additional services will be by separate Task Order.

This is **EXHIBIT B**, consisting of **3** pages, referred to in and part of the **Task Order No. 26-01 between Owner and Engineer** dated **February 11, 2026**.

Owner's Responsibilities

Article 2 of the Agreement is amended and supplemented to include the following responsibilities unless expressly stated otherwise in a Task Order.

B2.01 *Specific Responsibilities*

A. Owner shall:

1. Provide Engineer with all criteria and full information as to Owner's requirements for the Specific Project, including design objectives and constraints, space, capacity and performance requirements, flexibility, and expandability, and any budgetary limitations.
2. Give instructions to Engineer regarding Owner's procurement of construction services (including instructions regarding advertisements for bids, instructions to bidders, and requests for proposals, as applicable), Owner's construction contract practices and requirements, insurance and bonding requirements, electronic transmittals during construction, and other information necessary for the finalization of Owner's bidding-related documents (or requests for proposals or other construction procurement documents), and Construction Contract Documents. Furnish copies (or give specific directions requesting Engineer to use copies already in Engineer's possession) of all design and construction standards, Owner's standard forms, general conditions (if other than EJCDC® C-700, Standard General Conditions of the Construction Contract, 2013 Edition), supplementary conditions, text, **Special Instructions to Bidders**, and related documents and content for Engineer to include in the draft bidding-related documents (or requests for proposals or other construction procurement documents), and draft Construction Contract Documents, when applicable. Owner shall have responsibility for the final content of (1) such bidding-related documents (or requests for proposals or other construction procurement documents), and (2) those portions of any Construction Contract other than the design (as set forth in the Drawings, Specifications, or otherwise), and other engineering or technical matters; and Owner shall seek the advice of Owner's legal counsel, risk managers, and insurance advisors with respect to the drafting and content of such documents.
3. Furnish to Engineer any other available information pertinent to the Specific Project including reports and data relative to previous designs, construction, or investigation at or adjacent to the Site.
4. Following Engineer's assessment of initially-available Specific Project information and data and upon Engineer's request, obtain, furnish, or otherwise make available (if necessary through title searches, or retention of specialists or consultants) such additional Project-related information and data as is reasonably required to enable Engineer to complete its Basic and Additional Services. Such additional information or data would generally include the following:
 - a. Property descriptions.
 - b. Zoning, deed, and other land use restrictions.

Exhibit B– Owner's Responsibilities

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- c. Utility and topographic mapping and surveys.
 - d. Property, boundary, easement, right-of-way, and other special surveys or data, including establishing relevant reference points.
 - e. Explorations and tests of subsurface conditions at or adjacent to the Site; geotechnical reports and investigations; drawings of physical conditions relating to existing surface or subsurface structures at the Site; hydrographic surveys, laboratory tests and inspections of samples, materials, and equipment; with appropriate professional interpretation of such information or data.
 - f. Environmental assessments, audits, investigations, and impact statements, and other relevant environmental, historical, or cultural studies relevant to the Specific Project, the Site, and adjacent areas.
 - g. Data or consultations as required for the Project but not otherwise identified in this Agreement.
5. Arrange for safe access to and make all provisions for Engineer to enter upon public and private property as required for Engineer to perform services under the Agreement.
 6. Recognizing and acknowledging that Engineer's services and expertise do not include the following services, provide, as required for the Project:
 - a. Accounting, bond and financial advisory (including, if applicable, "municipal advisor" services as described in Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) and the municipal advisor registration rules issued by the Securities and Exchange Commission), independent cost estimating, and insurance counseling services.
 - b. Legal services with regard to issues pertaining to the Project as Owner requires, Contractor raises, or Engineer reasonably requests.
 - c. Such auditing services as Owner requires to ascertain how or for what purpose Contractor has used the money paid.
 7. Provide the services of an independent testing laboratory to perform all inspections, tests, and approvals of samples, materials, and equipment required by the Construction Contract Documents (other than those required to be furnished or arranged by Contractor), or to evaluate the performance of materials, equipment, and facilities of Owner, prior to their incorporation into the Work with appropriate professional interpretation thereof. Provide Engineer with the findings and reports generated by testing laboratories, including findings and reports obtained from or through Contractor.
 8. Provide reviews, approvals, and permits from all governmental authorities having jurisdiction to approve all phases of the Project designed or specified by Engineer and such reviews, approvals, and consents from others as may be necessary for completion of each phase of the Project.
 9. Advise Engineer of the identity and scope of services of any independent consultants employed by Owner to perform or furnish services in regard to the Project, including, but not limited to, cost estimating, project peer review, value engineering, and constructability review.

Exhibit B– Owner's Responsibilities

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and American Society of Civil Engineers. All rights reserved.**

10. If Owner designates a construction manager or an individual or entity other than, or in addition to, Engineer to represent Owner at the Site, define and set forth as an attachment to this Exhibit B the duties, responsibilities, and limitations of authority of such other party and the relation thereof to the duties, responsibilities, and authority of Engineer. **(Construction Resident Project Representative duties shall be approved in a subsequent Task Order in consultation with the City of Fargo).**
11. If more than one prime contract is to be awarded for the Work designed or specified by Engineer, other work is to be performed at or adjacent to the Site by others or by employees of Owner, or if Owner arranges to have work performed at the Site by utility owners, then Owner shall coordinate such work unless Owner designates an individual or entity to have authority and responsibility for coordinating the activities among the various prime Contractors and others performing work. In such case Owner shall define and set forth the duties, responsibilities, and limitations of authority of such individual or entity and the relation thereof to the duties, responsibilities, and authority of Engineer as an attachment to this Exhibit B that is to be mutually agreed upon and made a part of this Agreement before such services begin.
12. Inform Engineer in writing of any specific requirements of safety or security programs that are applicable to Engineer, as a visitor to the Site.
13. Examine all alternative solutions, studies, reports, sketches, Drawings, Specifications, proposals, and other documents presented by Engineer (including obtaining advice of an attorney, risk manager, insurance counselor, financial/municipal advisor, and other advisors or consultants as Owner deems appropriate) and render in writing timely decisions pertaining thereto.
14. Inform Engineer regarding any need for assistance in evaluating the possible use of Project Strategies, Technologies, and Techniques, as defined in Exhibit A.
15. Advise Engineer as to whether Engineer's assistance is requested in identifying opportunities for enhancing the sustainability of the Project.
16. Place and pay for advertisement for Bids in appropriate publications.
17. Furnish to Engineer data as to Owner's anticipated costs for services to be provided by others (including, but not limited to, accounting, bond and financial, independent cost estimating, insurance counseling, and legal advice) for Owner so that Engineer may assist Owner in collating the various cost categories which comprise Total Project Costs.
18. Attend and participate in the pre-bid conference, bid opening, pre-construction conferences, construction progress and other job related meetings, and Site visits to determine Substantial Completion and readiness of the completed Work for final payment.
19. Authorize Engineer to provide Additional Services as set forth in Part 2 of Exhibit A of the Agreement, as required.
20. Perform or provide the following: **None Listed.**

This is **EXHIBIT C**, consisting of 2 pages, referred to in and part of the **Task Order No. 26-01 between Owner and Engineer** dated **February 11, 2026**.

Payments to Engineer for Services and Reimbursable Expenses

Article 2 of the Agreement is amended and supplemented to include the following agreement of the parties:

ARTICLE 2 – OWNER'S RESPONSIBILITIES

C2.01 Basis of Compensation

A. The following basis of compensation is used for this Task Order:

1. Standard Hourly Rates (plus any expenses expressly eligible for reimbursement)

C2.02 Explanation of Compensation Methods

A. *Standard Hourly Rates*

1. For the specified category of services, the Owner shall pay Engineer an amount equal to the cumulative hours charged to the Specific Project by each class of Engineer's employees times Standard Hourly Rates for each applicable billing class. Under this method, Engineer shall also be entitled to reimbursement from Owner for the expenses identified in Paragraph C2.03 below, and Appendix 1.
2. Standard Hourly Rates include salaries and wages paid to personnel in each billing class plus the cost of customary and statutory benefits, general and administrative overhead, non-project operating costs, and operating margin or profit.
3. Engineer's Reimbursable Expenses Schedule and Standard Hourly Rates are attached to this Exhibit as Appendices 1 and 2.
4. The total estimated compensation for the specified category of services shall be stated in the Task Order. This total estimated compensation will incorporate all labor at Standard Hourly Rates, and reimbursable expenses (including Consultants' charges, if any).
5. The amounts billed will be based on the cumulative hours charged to the specified category of services on the Specific Project during the billing period by each class of Engineer's employees times Standard Hourly Rates for each applicable billing class, plus reimbursable expenses (including Consultant's charges, if any).
6. The Standard Hourly Rates and Reimbursable Expenses Schedule shall be adjusted annually (as of January 1) to reflect equitable changes in the compensation payable to Engineer.

C2.03 Reimbursable Expenses

A. Under the Lump Sum method basis of compensation to Engineer, unless expressly indicated otherwise the Lump Sum amount **includes** the following categories of expenses: transportation (including mileage),

lodging, and subsistence incidental thereto; providing and maintaining field office facilities including furnishings and utilities; toll telephone calls, mobile phone services, and courier charges; reproduction of reports, Drawings, Specifications, bidding-related or other procurement documents, Construction Contract Documents, and similar Specific Project-related items; and Consultant charges. These expenses are not reimbursable under the Lump Sum method, unless expressly indicated otherwise in C2.02.A.3 above.

- B. The amounts payable to Engineer for reimbursable expenses will be the Project-specific internal expenses actually incurred or allocated by Engineer, plus all invoiced external reimbursable expenses allocable to the Specific Project, the latter multiplied by a factor of **1.0**.
- C. Whenever Engineer is entitled to compensation for the charges of its Consultants, those charges shall be the amount billed by such Consultants to Engineer times a factor of **1.10**.
- D. The external reimbursable expenses and Consultants' factors include Engineer's overhead and profit associated with Engineer's responsibility for the administration of such services and costs.

C2.04 *Serving as a Witness*

- A. For services performed by Engineer's employees as witnesses giving testimony in any litigation, arbitration or other legal or administrative proceeding under Paragraph A2.01.A.20, at the "Senior Consultant" rate that is closest to and at least **1.25** times the witness's standard hourly rate. Compensation for Consultants for such services will be by reimbursement of Consultants' reasonable charges to Engineer for such services.

C2.05 *Other Provisions Concerning Payment*

- A. *Extended Contract Times:* Should the Contract Times to complete the Work be extended beyond the period stated in the Task Order, payment for Engineer's services shall be continued based on the Standard Hourly Rates Method of Payment.
- B. *Estimated Compensation Amounts*
 - 1. Engineer's estimate of the amounts that will become payable for services are only estimates for planning purposes, are not binding on the parties, and are not the minimum or maximum amounts payable to Engineer under the Agreement.
 - 2. When estimated compensation amounts have been stated in a Task Order and it subsequently becomes apparent to Engineer that a compensation amount thus estimated will be exceeded, Engineer shall give Owner written notice thereof. Promptly thereafter Owner and Engineer shall review the matter of services remaining to be performed and compensation for such services. Owner shall either agree to such compensation exceeding said estimated amount or Owner and Engineer shall agree to a reduction in the remaining services to be rendered by Engineer so that total compensation for such services will not exceed said estimated amount when such services are completed. If Engineer exceeds the estimated amount before Owner and Engineer have agreed to an increase in the compensation due Engineer or a reduction in the remaining services, the Engineer shall give written notice thereof to Owner and shall be paid for all services rendered thereafter.

REPORT OF ACTION

UTILITY COMMITTEE

27

Project No. WA2403

Type: Task Order – Design & Bidding

Location: City-wide Lead Service Line Replacement Project

Date of Hearing: 2/11/2026

<u>Routing</u>	<u>Date</u>
City Commission	<u>3/2/2026</u>
Project File	<u> </u>

Dan Portlock, Assistant Water Utility Director, presented the attached task order with Houston Engineering, Inc. (HEI) in amount of \$240,948 for construction services for four (4) Lead Service Line Replacement (LSLR) projects to be constructed in 2026. The four (4) LSLR projects have the following project codes: WA2504 (Bid Area 1), WA2505 (Bid Area 2), WA2506 (Bid Area 3), and WA2507 (Bid Area 4). Each project bid has about 50 Lead Service Lines to be manageable individual projects for contractors. The cost of this task order is cost-share (grant) eligible at 66.5 percent. The local share of 33.5 percent is under an approved Drinking Water State Revolving Fund (DWSRF) loan. The 2026 LSLR construction will be the beginning of an effort to replace over 2,000 lead service lines over the next several years.

MOTION:

On a motion by Tom Knakmuhs, seconded by Jim Hausauer, the Utility Committee voted to approve Task Order No. 26-02 with Houston Engineering, Inc. in amount of \$240,948.

<u>COMMITTEE:</u>	<u>Present</u>	<u>Yes</u>	<u>No</u>	<u>Unanimous</u>
				<u>X</u>
				<u>Proxy</u>
Denise Kolpack, City Commissioner	<u> </u>	<u> </u>	<u> </u>	<u> </u>
Brenda Derrig, Assistant City Administrator	<u> </u>	<u> </u>	<u> </u>	<u> </u>
Susan Thompson, Finance Director	<u> </u>	<u> </u>	<u> </u>	<u> </u>
Brian Ward, Water Plant Supt.	<u> </u>	<u> </u>	<u> </u>	<u> </u>
Mark Miller, Wastewater Plant Supt.	<u> </u>	<u> </u>	<u> </u>	<u> </u>
Bruce Grubb, Temp. Asst. City Administrator	<u> </u>	<u> </u>	<u> </u>	<u> </u>
Scott Liudahl, City Forester	<u> </u>	<u> </u>	<u> </u>	<u> </u>
James Hausauer, Water Recl. Utility Director	<u> </u>	<u> </u>	<u> </u>	<u> </u>
Troy Hall, Water Utility Director	<u> </u>	<u> </u>	<u> </u>	<u> </u>
Ben Dow, Public Works Operations Director	<u> </u>	<u> </u>	<u> </u>	<u> </u>
Tom Knakmuhs, City Engineer	<u> </u>	<u> </u>	<u> </u>	<u> </u>
Dan Portlock, Water Utility Engineer	<u> </u>	<u> </u>	<u> </u>	<u> </u>
Scott Olson, Solid Waste Utility Director	<u> </u>	<u> </u>	<u> </u>	<u> </u>

ATTEST:


 Troy B. Hall
 Water Utility Director

C: Tim Mahoney, Mayor
 Commissioner Strand
 Commissioner Piepkorn
 Commissioner Turnberg



Water Treatment Plant
 435 14th Avenue South
 Fargo, ND 58103
 Office: 701.241.1469 | Fax: 701.241.8110
www.FargoND.gov

MEMORANDUM
 February 7, 2026

To: Utility Committee

From: Troy B. Hall, Water Utility Director *TBH*

Re: Houston Engineering Task Order 26-02: Lead Service Line Replacement – Construction Services for Phases 2026-1, 2026-2, 2026-3, and 2026-4

Attached is a proposed task order with Houston Engineering, Inc. (HEI) related to our Lead Service Line Replacement (LSLR) project. We are in the process of bidding Phases 2026-1, 2026-2, 2026-3, and 2026-4 with two (2) successful bids so far. This proposed task order is for construction services of these first four (4) bids with a Final Completion date of July 31, 2026. This task order is not-to-exceed \$240,948 and will be billed as hourly. Loan forgiveness (grant) at 66.5% will be applied to the cost of the task order. The LSLR project is in the budget and Capital Improvement Plan (CIP) for the water utility. Each of the four (4) Phases is about 50 Lead Service Lines (LSLs) each. The bid opening dates for the Phases is as follows:

Design and Bidding Schedule Target Dates

Phase	Advertise Date	Advertise Date	Advertise Date	Bid Opening Date	Notice to Proceed
2026-1	12/24/2025	12/31/2025	1/7/2026	1/14/2026	1/28/2026
2026-2	1/7/2026	1/14/2026	1/21/2026	1/28/2026	2/11/2026
2026-3	1/21/2026	1/28/2026	2/4/2026	2/11/2026	2/25/2026
2026-4	2/4/2026	2/11/2026	2/18/2026	2/25/2026	3/11/2026

The schedule above targets about 200 LSLs for replacement by July 31, 2026. Then, additional phases are intended to be constructed from August 1 through the remainder of 2026. We will be targeting the replacement of roughly 500 LSLs total in 2026.

Plan of Financing

The task order is eligible for 66.5 percent Loan Forgiveness (grant) from the DWSRF loan program. The LSLR is in the budget and part of the Capital Improvement Plan (CIP) for water utility.

SUGGESTED MOTION:

Approve Task Order 26-02 with Houston Engineering, Inc. in the amount of \$240,948 for construction services of Lead Service Line Replacement of Phases 2026-1, 2026-2, 2026-3, and 2026-4 schedule for completion by July 31, 2026.

Your consideration in this matter is greatly appreciated.

**TASK ORDER AGREEMENT TO
CITY OF FARGO ENTERPRISE UTILITIES SERVICES AGREEMENT**

This is Task Order No. **26-02**,
consisting of **5** pages.

Task Order

In accordance with Paragraph 1.01 of the Agreement Between Owner and Engineer for Professional Services – Task Order Edition, dated January 1, 2021 (the "Agreement"), Owner and Engineer agree as follows:

1. Background Data

- a. Effective Date of Task Order: **February 11, 2026**
- b. Owner: **City of Fargo Enterprise Utilities – Water Utility**
- c. Engineer: **Houston Engineering, Inc.**
- d. Specific Project (title): **Lead Service Line Replacement Program – Construction Services for Phases 2026-01, 2026-02, 2026-03, and 2026-04.**
- e. Specific Project (description): **Construction Services for Phases 2026-01, 2026-02, 2026-03, and 2026-04 including construction administration and RPR duties.**

2. Services of Engineer

- A. The specific services to be provided or furnished by Engineer under this Task Order are as follows:

Provide construction services for Phases 2026-01, 2026-02, 2026-03, and 2026-04 of the LSLR project in conjunction with the City Water Utility Staff including construction monitoring and observation, construction administration including working with contractors on invoicing, shop drawing submittal review, and pay applications.

- B. Other Services

None identified.

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:

None. Any Additional Services will be under separate Task Order(s) or phases to this task order.

Task Order Form

4. Owner's Responsibilities

Owner shall have those responsibilities set forth in Article 2 of the Agreement and in Exhibit B.

5. Task Order Schedule

In addition to any schedule provisions provided in Exhibit A or elsewhere, the parties shall meet the following schedule:

Engineer's services shall progress as estimated below:

Final completion of Phases 2026-01, 2026-02, 2026-03, and 2026-04 is scheduled for July 31, 2026.

6. Payments to Engineer

A. Owner shall pay Engineer for services rendered under this Task Order as follows:

By the Standard Hourly Rates and Reimbursable Expenses set forth in Exhibit C.

The fees for services under this task order shall not exceed \$240,948 without prior written authorization. Fees for future phases will be discussed with the Water Utility Staff prior to undertaking those phases. Breakdown of task order fees are provided in Attachment No. 1.

B. The terms of payment are set forth in Article 4 of the Agreement and in the applicable governing provisions of Exhibit C.

7. Sub-Consultants retained as of the Effective Date of the Task Order: **None**

8. Other Modifications to Agreement and Exhibits: **None**

9. Attachments: **Attachment 1**

10. Other Documents Incorporated by Reference:

Agreement between Owner and Engineer for Professional Services – Task Order Edition, dated January 1, 2021.

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 11, 2026**.

OWNER: **City of Fargo**

ENGINEER: **Houston Engineering, Inc.**

By: _____

By: 

Name: Troy Hall

Name: Jerry Bents, PE

Title: Water Utility Director

Title: Vice President

Engineer License or Firm's
Certificate No. 015C

State of: North Dakota

Date Signed: _____

Date Signed: 2/6/2026

Address for giving notices:

Address for giving notices:

City of Fargo

Houston Engineering, Inc.

225 4th Street North

1401 21st Avenue North

Fargo, ND 58102

Fargo, ND 58102

DESIGNATED REPRESENTATIVE
(Paragraph 8.03.A):

DESIGNATED REPRESENTATIVE
(Paragraph 8.03.A):

Troy Hall

Randy Engelstad

Title: Water Utility Director

Title: Client Manager

Phone Number: 701-241-1469

Phone Number: 701-237-5065

Facsimile Number: _____

Facsimile Number: _____

E-Mail

Address: thall@fargond.gov

E-Mail

Address: rengelstad@houstoneng.com

Task Order Form

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DESIGNATED REPRESENTATIVE
(Paragraph 8.03.A):

Dan Korf

Title: Project Manager

Phone Number: 701-237-5065

Facsimile Number: _____

E-Mail

Address: dkorf@houstoneng.com

This is **EXHIBIT A**, consisting of **2** pages, referred to in and part of the **Task Order No. 26-02 between Owner and Engineer** dated **February 11, 2026**.

Engineer's Services for Task Order

PART 1—BASIC SERVICES

A1.01 *Construction Phase Services*

A. As Basic Services, Engineer shall:

1. Perform three primary task phases in conjunction with the Owner: Project Administration, Construction Observation, and Project Closeout.

a. Project Administration will include:

- 1) Identify potential solution(s) to meet Owner's Specific Project requirements, as needed.
- 2) Identify and follow any State and Federal requirements based on funding sources – (SRF, AIS, BIL, Etc..)
- 3) Budgeting regarding this task order, invoice reporting, internal meetings (12 one-half hour update meetings assumed), facilitate and attend four **(4) preconstruction meetings** with the Contractor, and provide project updates to the Owner.

b. Construction Observation will include:

- 1) Assume three **(3) months of construction** based on the Project schedules.
- 2) Construction observations with **176 homes** in the lead replacement program. We are assuming that Houston Engineering will check in with Contractors for a maximum of two hours per home.
- 3) Assist with change orders, shop drawing submittal items, and pay requests.
- 4) Meeting with Landowners as required. The number of landowner meetings is unknown, but it is assumed that Houston Engineering will need to meet with **25 landowners**, if conflicts arise or if the landowner desires to meet regarding the project.

c. Project Closeout will include:

- 1) Assist the Owner to close out the construction contracts, finalize the project with landowners, and finalize the project with the Contractors.
- 2) Task Order closeout.

2. These services shall apply to the following phases:

Exhibit A – Engineer's Services

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- a. **Construction services for 2026-01.**
- b. **Construction services for 2026-02.**
- c. **Construction services for 2026-03.**
- d. **Construction services for 2026-04.**

B. Engineer's services under the Construction Phase will be considered complete on the date when Engineer has delivered to Owner the final closeout documentation.

A1.02 *Not Used*

PART 2—ADDITIONAL SERVICES – Not used. Any additional services will be by separate Task Order.

This is **EXHIBIT B**, consisting of **2** pages, referred to in and part of the **Task Order No. 26-02 between Owner and Engineer** dated **February 11, 2026**.

Owner's Responsibilities

Article 2 of the Agreement is amended and supplemented to include the following responsibilities unless expressly stated otherwise in a Task Order.

B2.01 Specific Responsibilities

A. Owner shall:

1. Give instructions to Engineer regarding Owner's roles in construction services, Owner's construction contract practices and requirements, insurance and bonding requirements, electronic transmittals during construction, arrange for safe access to and make all provisions for Engineer to enter upon public and private property as required for Engineer to perform services under the Agreement.
2. Recognizing and acknowledging that Engineer's services and expertise do not include the following services, provide, as required for the Project:
 - a. Accounting, bond and financial advisory (including, if applicable, "municipal advisor" services as described in Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) and the municipal advisor registration rules issued by the Securities and Exchange Commission), independent cost estimating, and insurance counseling services.
 - b. Legal services with regard to issues pertaining to the Project as Owner requires, Contractor raises, or Engineer reasonably requests.
 - c. Such auditing services as Owner requires to ascertain how or for what purpose Contractor has used the money paid.
3. Provide the services of an independent testing laboratory to perform all inspections, tests, and approvals of samples, materials, and equipment required by the Construction Contract Documents (other than those required to be furnished or arranged by Contractor), or to evaluate the performance of materials, equipment, and facilities of Owner, prior to their incorporation into the Work with appropriate professional interpretation thereof. Provide Engineer with the findings and reports generated by testing laboratories, including findings and reports obtained from or through Contractor.
4. Provide reviews, approvals, and permits from all governmental authorities having jurisdiction to approve all phases of the Project designed or specified by Engineer and such reviews, approvals, and consents from others as may be necessary for completion of each phase of the Project.
5. Advise Engineer of the identity and scope of services of any independent consultants employed by Owner to perform or furnish services in regard to the Project, including, but not limited to, cost estimating, project peer review, value engineering, and constructability review.

Exhibit B— Owner's Responsibilities

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6. If Owner designates a construction manager or an individual or entity other than, or in addition to, Engineer to represent Owner at the Site, define and set forth as an attachment to this Exhibit B the duties, responsibilities, and limitations of authority of such other party and the relation thereof to the duties, responsibilities, and authority of Engineer.
7. If more than one prime contract is to be awarded for the Work designed or specified by Engineer, other work is to be performed at or adjacent to the Site by others or by employees of Owner, or if Owner arranges to have work performed at the Site by utility owners, then Owner shall coordinate such work unless Owner designates an individual or entity to have authority and responsibility for coordinating the activities among the various prime Contractors and others performing work. In such case Owner shall define and set forth the duties, responsibilities, and limitations of authority of such individual or entity and the relation thereof to the duties, responsibilities, and authority of Engineer as an attachment to this Exhibit B that is to be mutually agreed upon and made a part of this Agreement before such services begin.
8. Inform Engineer in writing of any specific requirements of safety or security programs that are applicable to Engineer, as a visitor to the Site.
9. Examine all alternative solutions, studies, reports, sketches, Drawings, Specifications, proposals, and other documents presented by Engineer (including obtaining advice of an attorney, risk manager, insurance counselor, financial/municipal advisor, and other advisors or consultants as Owner deems appropriate) and render in writing timely decisions pertaining thereto.
10. Inform Engineer regarding any need for assistance in evaluating the possible use of Project Strategies, Technologies, and Techniques, as defined in Exhibit A.
11. Advise Engineer as to whether Engineer's assistance is requested in identifying opportunities for enhancing the sustainability of the Project.
12. Furnish to Engineer data as to Owner's anticipated costs for services to be provided by others (including, but not limited to, accounting, bond and financial, independent cost estimating, insurance counseling, and legal advice) for Owner so that Engineer may assist Owner in collating the various cost categories which comprise Total Project Costs.
13. Attend and participate in the pre-bid conference, bid opening, pre-construction conferences, construction progress and other job related meetings, and Site visits to determine Substantial Completion and readiness of the completed Work for final payment.
14. Authorize Engineer to provide Additional Services as set forth in Part 2 of Exhibit A of the Agreement, as required.
15. Perform or provide the following: **None Listed**.

Exhibit B— Owner's Responsibilities

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This is **EXHIBIT C**, consisting of 2 pages, referred to in and part of the **Task Order No. 26-02 between Owner and Engineer** dated **February 11, 2026**.

Payments to Engineer for Services and Reimbursable Expenses

Article 2 of the Agreement is amended and supplemented to include the following agreement of the parties:

ARTICLE 2 – OWNER'S RESPONSIBILITIES

C2.01 Basis of Compensation

- A. The following basis of compensation is used for this Task Order:
1. Standard Hourly Rates (plus any expenses expressly eligible for reimbursement)

C2.02 Explanation of Compensation Methods

A. *Standard Hourly Rates*

1. For the specified category of services, the Owner shall pay Engineer an amount equal to the cumulative hours charged to the Specific Project by each class of Engineer's employees times Standard Hourly Rates for each applicable billing class. Under this method, Engineer shall also be entitled to reimbursement from Owner for the expenses identified in Paragraph C2.03 below, and Appendix 1.
2. Standard Hourly Rates include salaries and wages paid to personnel in each billing class plus the cost of customary and statutory benefits, general and administrative overhead, non-project operating costs, and operating margin or profit.
3. Engineer's Reimbursable Expenses Schedule and Standard Hourly Rates are attached to this Exhibit as Appendices 1 and 2.
4. The total estimated compensation for the specified category of services shall be stated in the Task Order. This total estimated compensation will incorporate all labor at Standard Hourly Rates, and reimbursable expenses (including Consultants' charges, if any).
5. The amounts billed will be based on the cumulative hours charged to the specified category of services on the Specific Project during the billing period by each class of Engineer's employees times Standard Hourly Rates for each applicable billing class, plus reimbursable expenses (including Consultant's charges, if any).
6. The Standard Hourly Rates and Reimbursable Expenses Schedule shall be adjusted annually (as of January 1) to reflect equitable changes in the compensation payable to Engineer.

C2.03 Reimbursable Expenses

- A. Under the Lump Sum method basis of compensation to Engineer, unless expressly indicated otherwise the Lump Sum amount **includes** the following categories of expenses: transportation (including mileage),

lodging, and subsistence incidental thereto; providing and maintaining field office facilities including furnishings and utilities; toll telephone calls, mobile phone services, and courier charges; reproduction of reports, Drawings, Specifications, bidding-related or other procurement documents, Construction Contract Documents, and similar Specific Project-related items; and Consultant charges. These expenses are not reimbursable under the Lump Sum method, unless expressly indicated otherwise in C2.02.A.3 above.

- B. The amounts payable to Engineer for reimbursable expenses will be the Project-specific internal expenses actually incurred or allocated by Engineer, plus all invoiced external reimbursable expenses allocable to the Specific Project, the latter multiplied by a factor of **1.0**.
- C. Whenever Engineer is entitled to compensation for the charges of its Consultants, those charges shall be the amount billed by such Consultants to Engineer times a factor of **1.10**.
- D. The external reimbursable expenses and Consultants' factors include Engineer's overhead and profit associated with Engineer's responsibility for the administration of such services and costs.

C2.04 Serving as a Witness

- A. For services performed by Engineer's employees as witnesses giving testimony in any litigation, arbitration or other legal or administrative proceeding under Paragraph A2.01.A.20, at the "Senior Consultant" rate that is closest to and at least **1.25** times the witness's standard hourly rate. Compensation for Consultants for such services will be by reimbursement of Consultants' reasonable charges to Engineer for such services.

C2.05 Other Provisions Concerning Payment

- A. *Extended Contract Times:* Should the Contract Times to complete the Work be extended beyond the period stated in the Task Order, payment for Engineer's services shall be continued based on the Standard Hourly Rates Method of Payment.
- B. *Estimated Compensation Amounts*
 - 1. Engineer's estimate of the amounts that will become payable for services are only estimates for planning purposes, are not binding on the parties, and are not the minimum or maximum amounts payable to Engineer under the Agreement.
 - 2. When estimated compensation amounts have been stated in a Task Order and it subsequently becomes apparent to Engineer that a compensation amount thus estimated will be exceeded, Engineer shall give Owner written notice thereof. Promptly thereafter Owner and Engineer shall review the matter of services remaining to be performed and compensation for such services. Owner shall either agree to such compensation exceeding said estimated amount or Owner and Engineer shall agree to a reduction in the remaining services to be rendered by Engineer so that total compensation for such services will not exceed said estimated amount when such services are completed. If Engineer exceeds the estimated amount before Owner and Engineer have agreed to an increase in the compensation due Engineer or a reduction in the remaining services, the Engineer shall give written notice thereof to Owner and shall be paid for all services rendered thereafter.

REPORT OF ACTION

28

UTILITY COMMITTEE

Project No: WA2451

Type: Task Order – WTP Residuals Facility Phase 1

Location: Water Treatment Plant (435 14th Avenue South)

Date of Hearing: 2/11/2026

<u>Routing</u>	<u>Date</u>
City Commission	3/2/2026
Project File	

Troy Hall, Water Utility Director, presented the attached memo and proposed engineering task order regarding developing alternatives and costs for Residuals Plant Improvements – Phase 1. This engineering effort will define alternatives to dewater residuals from the 2019 Membrane Water Treatment Plant (organic sludge) separately than residuals from the older 1997 water plant (lime sludge). Separate dewatering technologies for the different sludges will resolve operational issues and be more cost efficient. The dewatered sludge is hauled to the landfill.

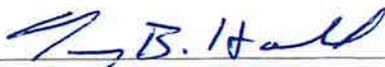
The report from this task order will be used for grant applications toward the design and construction of Residuals Plant Improvements – Phase 1. Cost for this task order will be paid out of the 2026 Master Planning budget.

MOTION:

On a motion by Scott Olson, seconded by Brian Ward, the Utility Committee voted to approve Task Order #43 with AE2S in the amount of \$161,750 to develop plan for Fargo WTP Residuals Facility Improvements – Phase 1.

<u>COMMITTEE:</u>	<u>Present</u>	<u>Yes</u>	<u>No</u>	<u>Unanimous</u>
				<u>X</u>
				<u>Proxy</u>
Denise Kolpack, City Commissioner	<u>X</u>			
Susan Thompson, Finance Director	<u>X</u>			
Brian Ward, Water Plant Supt.	<u>X</u>			
Mark Miller, Wastewater Plant Supt.	<u>X</u>			
Bruce Grubb, Temp. Asst. City Administrator	<u>X</u>			
Scott Liudahl, City Forester	<u>X</u>			
James Hausauer, Water Recl. Utility Director	<u>X</u>			
Troy Hall, Water Utility Director	<u>X</u>			
Ben Dow, Public Works Operations Director	<u>X</u>			
Tom Knakmuhs, City Engineer	<u>X</u>			
Dan Portlock, Water Utility Engineer	<u>X</u>			
Scott Olson, Solid Waste Utility Director	<u>X</u>			

ATTEST:


 Troy B. Hall
 Water Utility Director

- C: Tim Mahoney, Mayor
- Commissioner Strand
- Commissioner Piepkorn
- Commissioner Preston

MEMORANDUM

February 7, 2026

To: Utility Committee

From: Troy B. Hall, Water Utility Director *TBK*

Re: AE2S Task Order No. 43 – Fargo WTP Residual Facility Improvements

Attached, please find a proposed task order with AE2S for engineering services related to Fargo WTP Residuals Facility Improvements – Phase 1. The objective of this task order is to define options to separate sludge streams to independently dewater sludge from the 2019 Membrane Water Treatment Plant (MWTP) and lime sludge from the 1997 Lime Softening WTP (LSWTP). An Opinion of Probable Project Cost (OPPC) will be provided as a deliverable. The OPPC will be used to pursue cost-share (grant) from the Department of Water Resources (DWR). The proposed task order is in the amount of \$161,750 and is proposed be paid for with the Planning/Master Planning budget line in the water utility budget. There have been past studies about the sludge streams at the MWTP and LSWTP. This task order will be set up for pursuing grant funding and define the future construction needed to separate and dewater separately the MWPT sludge stream.



Picture of a pre-treatment process in the 1997 LSWTP. This area is being used to settle sludge from the MWTP without any chemical addition. This is a temporary method, helping the Residuals Plant to improve dewatering sludges from both the LSWTP and MWTP together. However, this is not optimal for dewatering.

This task order is not-to-exceed \$161,750 and paid hourly. The following is the scope, estimated hours, and cost breakdown for this task order:

<u>Phase</u>	<u>Task Number and Task Name</u>	<u>Est. Hours</u>	<u>Amount</u>
040	Study and Report Phase Services		
	01 Project Management and Administration	26	\$ 7,350
	02 Existing Data Review	55	\$ 14,100
	03 Residuals Treatment System Sizing	160	\$ 38,400
	04 Pilot Building Evaluation	223	\$ 53,450
	05 WTP Site Assessment	14	\$ 3,550
	06 Opinion of Probable Project Cost	73	\$ 19,100
	07 Documentation of Alternatives	106	\$ 25,800
	Total	657	\$161,750

Plan of Financing

In the Water Utility budget, there is line-item funding for Planning/Master Planning. Since the scope of this task order focuses on long-term WTP improvement, it is proposed that this task order be funded with the Planning/Master Planning budget.

SUGGESTED MOTION:

Approve Task Order No. 43 with AE2S in the amount of \$161,750 for a Fargo WTP Residual Facility Improvements evaluation for dewatering sludge from the Membrane Water Treatment Plant.

Your consideration in this matter is greatly appreciated.



February 11, 2026

Mr. Troy Hall
Water Utility Director
435 14th Ave S
Fargo, ND 58103

**RE: Fargo WTP Residuals Facility Improvements – Phase 1
Study and Report Phase Services
AE2S Task Order No. 43**

Dear Troy:

Thank you for the opportunity to submit this proposal for the Fargo WTP Residuals Facility Improvements – Phase 1. This letter and the attached Task Order No. 43 provide the proposed scope for Study and Report Phase Services. The professional fees for this Task Order are \$161,750.

The City of Fargo owns and operates a 30 million gallon per day (mgd) Lime Softening Water Treatment Plant (LSWTP) a 15 mgd Membrane Water Treatment Plant (MWTP). Treatment processes at each plant generate unique sludge streams, which are currently treated at the Residuals Facility as a combined, single sludge stream. Originally constructed in 1974, the Residuals Facility was designed to treat sludge solely from the LSWTP and also needs improvements to address equipment and infrastructure nearing or having exceeded the end of its service life. Additionally, sludge produced from the MWTP pretreatment process has significantly different characteristics from the sludge produced at the LSWTP and causes operational challenges within the sludge thickening and dewatering processes at the Residuals Facility. Previous planning efforts have resulted in a recommendation to separate the two sludge streams and treat them independently.

Improvements at the Residuals Facility are anticipated to be completed under two general phases:

- Phase 1 primarily consists of improvements to separate the LSWTP and MWTP sludge streams and provide new dedicated thickening and dewatering systems for the sludge generated by the MWTP.
- Phase 2 primarily consists of rehabilitation of the existing Residuals Facility building, electrical, mechanical, and process/treatment systems to extend its overall service life by 20-25 years.

This Task Order includes an evaluation of improvement alternatives and development of estimated project costs for each respective alternative to achieve the objective of the Phase 1 Improvements, which is to separate and independently treat sludge generated by the MWTP. The key tasks included within this Scope of Services are:

- Existing Data Review
- Residuals Treatment System Sizing
- Pilot Building Evaluation

February 11, 2026

Page 2 of 2

RE: Fargo WTP Residuals Facility Improvements – Phase 1 | AE2S Task Order No. 43



- WTP Site Assessment
- Opinions of Probable Project Cost
- Documentation of Alternatives

The goal of this Task Order is to identify and recommend a Phase 1 improvement alternative and respective estimated project cost to complete. It is intended that this information will then be used during the development of a preconstruction grant to pursue funding through the North Dakota Department of Water Resources cost-share grant program for design and bidding services.

If you agree with the proposed scope of services and associated professional fees presented in the attached Task Order No. 43, 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 assist the City on this important effort.

Sincerely,

AE2S

Ryan Grubb, PE
Client Services Manager

Water Utility Task Order No. 43

In accordance with Paragraph 1.01 of the Agreement Between Owner and Engineer for Professional Services – Task Order Edition, dated January 1, 2021 and as amended November 24, 2025 ("Agreement"), Owner and Engineer agree as follows:

1. Background Data

- A. Effective Task Order Date: February 11, 2026
- B. Owner: City of Fargo Enterprise Utilities (Water Utility)
- C. Engineer: Advanced Engineering and Environmental Services, LLC (AE2S)
- D. Engineer Project No.: P00803-2026-005
- E. Specific Project (title): Fargo WTP Residuals Facility Phase 1 Improvements
- F. Specific Project (description):

Phase 1 of the Fargo Water Treatment Plant (WTP) Residuals Facility Improvements generally consists of improvements to separate the sludge streams generated between the Membrane WTP and Lime Softening WTP, and provide new dedicated thickening and dewatering treatment systems for sludge generated by the Membrane WTP. This Task Order provides Study and Report Phase services to evaluate improvement alternatives and prepare probable project cost estimates for each alternative. Key tasks provided within this scope of services includes existing data review, treatment system sizing, pilot building evaluation, WTP site assessment, cost estimating, and documentation of alternatives in accordance with funding agency requirements.

2. Services of Engineer

- A. The specific services to be provided or furnished by Engineer under this Task Order are detailed in Attachment 1 and include the services (and related terms and conditions) set forth in the following sections of Exhibit A, as attached to the Agreement referred to above, such sections being hereby incorporated by reference:
 - Study and Report Services (Exhibit A, Paragraph A1.01) and further identified in Attachment 1 – Scope of Services
- B. All of the services included above comprise Basic Services for purposes of Engineer's compensation under this Task Order.

3. Owner's Responsibilities

Owner shall have those responsibilities set forth in Article 2, Exhibit B of the Agreement.

4. Task Order Schedule

In addition to any schedule provisions provided in Exhibit A or elsewhere, the parties shall meet the following approximate schedule:

- Task Order approval – February 2026
- Project Completion – October 2026

5. Payments to Engineer

A. Owner shall pay Engineer for services rendered under this Task Order as follows:

Phase	Task Number and Task Name	Payment Method	Estimated Hours	Amount
020	Study and Report Phase Services	Method B		
01	Project Management and Administration		26	\$7,350
02	Existing Data Review		55	\$14,100
03	Residuals Treatment System Sizing		160	\$38,400
04	Pilot Building Evaluation		223	\$53,450
05	WTP Site Assessment		14	\$3,550
06	Opinions of Probable Project Cost		73	\$19,100
07	Documentation of Alternatives		106	\$25,800
Total			657	\$161,750

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.

B. 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.

6. **Consultants retained as of the Effective Date of the Task Order:** None.

7. **Other Modifications to Agreement and Exhibits:** None.

8. **Attachments:**

2026 Hourly Fee and Expense Schedule

9. Other Documents Incorporated by Reference:

- Attachment 1– Scope of Services

10. 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 11, 2026.

OWNER: City of Fargo (Water Utility)

ENGINEER: Advanced Engineering and Environmental Services, LLC (AE2S)

By: _____

By: _____

Name: Troy B. Hall

Name: Brian Bergantine, PE

Title: Water Utility Director

Title: Project Quality Director

DESIGNATED REPRESENTATIVE FOR TASK ORDER:

DESIGNATED REPRESENTATIVE FOR TASK ORDER:

Name: Troy B. Hall

Name: Richard Wagner, PE

Title: Water Utility Director

Title: Senior Project Manager

Address: 435 14th Ave S
Fargo, ND 58103

Address: 4170 28th Ave S
Fargo, ND 58104

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Attachment 1 – Scope of Services

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Phase 020 – 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, ENGINEER shall perform the following additional Study and Report Phase services under Water Utility Task Order No. 44:

Task 01 – Project Management and Administration

Engineer shall perform general project management and administrative services including:

- Project Management: Engineer shall provide administrative services for the Project including supervision of the project team, review of project costs and billings, preparation of invoices, preparation of monthly status reports, and general correspondence.
- Meetings: Engineer shall conduct in-person or remote meetings with the Owner to discuss project status updates and share project data relevant to the design of the Project.
- Reporting and Communications: Engineer will maintain open lines of communication to the Owner including progress updates, project meetings, and telephone and email communications and correspondence for the Project.

Task 02 – Existing Data Review

Engineer shall compile and extract relevant data from previous Residuals Facility planning efforts and perform the following additional data review to support the identification and evaluation of Phase 1 improvement alternatives:

- Review available plans, records, and documents related to the Residuals Facility.
- Review available documents and reports provided by WTP operations staff identifying Membrane WTP pretreatment residuals generations, volume, and solids content.
- Review existing WTP site utility plans and process piping configurations for current Membrane WTP residuals conveyance and possible connection points to divert residuals flows to the pilot building.
- Review sanitary sewer pipelines and possible connection points for dewatering decant disposal.

Task 03 – Residuals Treatment System Sizing

Upon review of Membrane WTP pretreatment residuals generation, volume and solids content in Task 02, Engineer shall coordinate with equipment vendors and perform engineering calculations to estimate physical dimensions of residuals treatment equipment and piping. Process equipment is assumed to include a settling tank, thickener tank, filter belt press, caked solids conveyor, receiver hopper / roll-off box, transfer pump(s), and decant water discharge connection to sanitary sewer.

Task 04 – Pilot Building Evaluation

Improvement alternatives are anticipated to be focused on utilizing the existing pilot building space to house new residuals treatment systems and equipment for sludge generated by the Membrane WTP. Evaluation of the pilot building space is anticipated to consist of, but is not limited to, the following key components:

- Evaluate pilot building space, existing utilities, and demolition requirements.
- Develop a maximum of two conceptual configurations for residuals treatment equipment within the pilot building.
- Identify space limitations within the pilot building and size a possible pilot building addition to house process systems that do not fit within the existing building.
- Review and evaluate the pilot building structure for suitability to house residuals treatment equipment (i.e. floor loading, foundation, building wall members, etc.).
- Determine approximate size of new structure required to house proposed process equipment if pilot building is deemed inadequate.
- Determine space available within the area currently reserved for the MWTP third lime silo if all other locations are inadequate for MWTP residuals equipment.

Task 05 – WTP Site Assessment

Engineer shall perform a WTP site assessment to determine advantages and conflicts associated with each alternative, which are anticipated to consist of the following key components:

- Review the WTP site for conflicts that may inhibit the routing of MWTP pretreatment residuals piping and sanitary sewer connection piping for residuals decant discharge.
- Review truck access to the pilot building for removal of caked solids and identify WTP campus features that may need to be removed or relocated to facilitate truck access to the pilot building.

Task 06 – Opinions of Probable Project Cost

Engineer shall develop a Class 5 (planning level) opinion of probable project cost (OPPC) estimate for the conceptual WTP pilot building layout. OPPC shall include structural, building, mechanical, electrical, and site modifications.

Task 07 – Documentation of Alternatives

Engineer shall conduct a workshop (anticipated duration of four (4) hours) with Owner to review findings and recommendations. Notes and comments received at the workshop will be incorporated into a concise Technical Memorandum that summarizes the alternatives, costs, and identifies the preferred alternative for Membrane WTP residuals treatment.