

FARGO CITY COMMISSION AGENDA  
Monday, May 11, 2026 - 5:00 p.m.

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

- A. Pledge of Allegiance.
- B. Roll Call.
- C. Approve Order of Agenda.
- D. Minutes (Regular Meeting, April 27, 2026).

**CONSENT AGENDA – APPROVE THE FOLLOWING:**

- 1. 2nd reading, waive reading and final adoption of an Ordinance Amending Section 11-0809 of Article 11-08 of Chapter 11 of the Fargo Municipal Code Relating to Environmental Nuisances; 1st reading, 4/27/26.
- 2. Settlement Agreement and Release with Daniel H. and Edna T. Holm Revocable Living Trust.
- 3. Site Authorizations for Games of Chance.
- 4. Applications for Games of Chance.
- 5. Change Order No. 2 in the amount of \$15,900.00 for Project No. TM-25-B1.
- 6. Final Balancing Change Order No. 3 in the amount of \$385.32 for Project No. UR-24-C1.
- 7. Contract Award for Multimodal 3D LiDar Vehicle & Pedestrian Detection System with Aeva Inc. in the amount of \$206,850.00 for Project No. MS-25-B1.
- 8. Infrastructure Construction Agreement with Eastdale, LLC for 4000 County Road 81 North.
- 9. Amendment Nos. 4 and 5 in the amount of \$383,287.00 for Improvement District No. BN-25-A0.
- 10. ND Department of Transportation Flexible Transportation Fund Program Agreement as part of the Prairie Dog as Grants Program (Improvement District Nos. BR-26-F1 and PR-26-F1).
- 11. Bid award to Northern Improvement Co. in the amount of \$1,864,164.38 for Improvement District No. PR-26-E1.
- 12. Bid award to Dakota Underground Company Inc. in the amount of \$5,666,676.30 for Improvement District No. PR-26-F1.
- 13. Create Improvement District No. BR-26-D and adopt Resolution of Necessity (Paving and Utility Rehab/Reconstruction).
- 14. Contract and bond for Improvement District No. BR-26-F.

15. Purchase Agreement with Hempel Industrial Acquisitions, LLC for the property located at 115 and 107 31st Street South for the Fire Department Training Center.
16. Benefit Plan Agreement and Group Insurance Policy for Dental Benefits with Blue Cross Blue Shield of ND.
17. First Choice Client Agreement with First Choice Research and Investigations, LLC.
18. Second Amendment to Consulting Service Agreement - Employee Engagement Services Term Extension with CPS HR Consulting.
19. Direct the City Attorney's Office to prepare an Ordinance to Amend Table R301.2 of the 2024 International Residential Code.
20. Extension of unpaid leave for Isabella Cody.
21. First Amendment to City of Fargo - Mosquito Spraying Agreement with Airborne Vector Control, LLC (RFP23049).
22. Bid Award to KPH, Inc. in the amount of \$569,690.00 for Project No. SW 26-01.
23. Bid award to Johnson & Schock Excavating, LLC in the amount of \$559,431.00 for Project No. WA2510.
24. Bid award to J.D. Kraemer Enterprises, LLC in the amount of \$671,701.00 for Project No. WA2511.
25. Contract and bond for Project No. WA2505.
26. Bills.

**REGULAR AGENDA:**

27. Recommendation for appointment of the Police Chief.
28. Recommendation for appointments to the Board of Appeals.
29. Applications for Property Tax Exemptions for Improvements Made to Buildings:
  - a. Mary and Michael Shulstad (5 years).
  - b. Christopher Akers and Jessica Biesoit-Akers (5 years).
  - c. Lisa Falk (5 years).
  - d. Lisa Falk (5 years).
  - e. Xochitl and Andrew Snyder (5 years).
  - f. Nathan Larson (5 years).
  - g. Kristen Wixo and Joshua McGavin (5 years).
  - h. Kelly Peterson (5 years).
  - i. Joel and Amber Hanson (5 years).
  - j. Timothy Olson and Jo Marie Jensen (5 years).
  - k. Roger Jaeger and Debra Welker (5 years).
  - l. Rohrich Rentals LLC (5 years).
  - m. AQ Services LLC (5 years).
30. Liaison Commissioner Assignment Updates.

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

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

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

①

OFFICE OF THE CITY ATTORNEY  
FARGO, NORTH DAKOTA

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

1 AN ORDINANCE AMENDING SECTION 11-0809  
2 OF ARTICLE 11-08 OF CHAPTER 11 OF THE FARGO MUNICIPAL CODE  
3 RELATING TO ENVIRONMENTAL NUISANCES

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

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

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

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

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

14 Section 1. Amendment. Section 11-0809 of Article 11-08 of Chapter 11 of the Fargo Municipal  
15 Code is hereby amended as follows:

16 11-0809. Land management plan permit—Issuance. -- To obtain a land management plan  
17 permit, the applicant must submit a written plan identifying the specific area where the  
18 plantings or grass is planned to exceed eight inches (8") in length, a statement of intent and  
19 purpose for the area, a drawing, plot plan and/or survey showing the location of the planting on  
20 the applicant's property, a detailed description of the plant types and plant succession involved,  
21 and specific management and maintenance techniques to be employed. The land management  
22 plan must include provisions for maintaining plantings at a length not to exceed eight inches  
23 (8") ~~in the area between the sidewalk and the street, or a strip not less than fifteen feet (15')~~  
~~adjacent to the street where there is no sidewalk, as well as~~ a strip not less than four feet (4')  
adjacent to neighboring property lines unless waived in writing by the abutting property owner  
on the side so affected. Any such waiver of the requirements shall be affixed to the application  
and plan. ~~No area of city owned property within any street right of way may be included~~  
~~within a land management plan. This shall include the property between the sidewalk and the~~

OFFICE OF THE CITY ATTORNEY  
FARGO, NORTH DAKOTA

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

~~street and not less than fifteen (15) feet adjacent to the street where there is no sidewalk.~~  
The land management plan permit is non-transferrable.

1 As a condition of receiving ~~approval of~~ a land management permit, the applicant agrees and  
2 ~~understands to~~ mow or cut any grass or plantings when ordered to ~~do so~~ by the health officer  
or any other city official or designee thereof.

3 Prairie plantings and other appropriate land management vegetation may be installed on City  
4 property and within the City Street right of way at the discretion of the City Forester, without  
5 the need for a permit.

6 Section 2. Penalties for violation.--Any person, firm, company, or corporation violating any  
7 provision in article 11-08, other than section 11-0814, shall upon conviction, be punished by a fine  
8 not to exceed \$1000, with the court having such power and discretion to suspend such fine and to  
revoke suspension thereof. Each day any person, firm, company, or corporation shall violate the  
provisions of this article shall constitute a separate offense.

9 Section 3. Effective Date.

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

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

15 (SEAL)

16 Attest:

18 \_\_\_\_\_  
19 Angie Bear, Deputy City Auditor  
on behalf of City Auditor

First Reading:  
Second Reading:  
Final Passage:  
Publication:

2

Berly D. Nelson  
Peter W. Zuger\*\*  
Kasey D. McNary  
Ian R. McLean  
James R. Maring\*\*\*  
Nancy J. Morris  
William B. Wischer  
Alissa R. Farol Czapiewski\*  
Ana A. Neir\*  
Elijah P. Hartsell  
Michael C. Studer



Jack G. Marcil, Of Counsel  
Ronald H. McLean, Of Counsel  
Roger J. Minch, Of Counsel  
\*\*Timothy G. Richard, Of Counsel

Samantha J. Larson-Frobig, Office Manager

Chester J. Serkland (1909-1996)

Licensed in North Dakota & Minnesota

\*Licensed Only in North Dakota

\*\*Also Licensed in South Dakota

\*\*\*Also Licensed in Arizona

May 6, 2026

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

**RE: City of Fargo v. Daniel H. Holm and Edna T. Holm Revocable Living Trust  
Case No. 09-2025-CV-02668**

Dear Commissioners:

Attached is a proposed Settlement Agreement and Release between the City of Fargo and the Daniel H. Holm and Edna T. Holm Revocable Living Trust ("Holm Trust"), which is intended to fully resolve the eminent domain action filed by the City of Fargo to acquire the Holm Trust's real property located at 1514 South River Road South. The Settlement Agreement and Release is the result of the mediation efforts of the parties conducted on February 26, 2026.

The City's obligation in eminent domain proceedings is to pay just compensation for acquisition of private property for public benefit. The City may also be obligated to pay moving and relocation expenses, attorney's fees, expert witness fees, and other costs and expenses incurred by the City and the property owner. The all-in settlement amount, which includes any and all previously referenced costs and expenses, to acquire the Holm Trust's property and resolve the eminent domain action is \$497,000.

**SUGGESTED MOTION:** Move to accept and approve the Settlement Agreement and Release between the City of Fargo and the Daniel H. Holm and Edna T. Holm Revocable Living Trust, as presented, and authorize the Mayor and City Auditor, or designee, to execute the same.

Sincerely,

Kasey D. McNary  
[kmcnary@serklandlaw.com](mailto:kmcnary@serklandlaw.com)

Attachment

**SETTLEMENT AGREEMENT AND RELEASE**

This Settlement Agreement and Release (hereinafter "Settlement Agreement") is made and entered into by and between the **City of Fargo**, (hereinafter "City of Fargo"), a North Dakota municipal corporation, and the **Daniel H. Holm and Edna T. Holm Revocable Living Trust**, (hereinafter the "Holm Trust"). The above-named parties shall be collectively referred to herein as "the Parties."

**RECITALS**

- A. The City of Fargo brought an eminent domain action against the Holm Trust by Complaint dated June 18, 2025, in Cass County North Dakota, Case No. 09-2025-CV-02668, served on June 19, 2025.
- B. The City is in the process of finalizing permanent flood protection for multiple areas in the City of Fargo as part of the City-wide Comprehensive Plan for Flood Risk Reduction projects. The Belmont Park neighborhood is bounded to the east by the Red River. Properties in the Belmont Park neighborhood have been designated for acquisition for the construction of flood protection measures as part of the Belmont Flood Risk Management project (COF #FM-15-J).
- C. The City Commission approved acquisition of 1514 South River Road South on or about November 7, 2016.
- D. The Holm Trust is the owner of real estate located at 1514 South River Road South in the City of Fargo, situated in the County of Cass and State of North Dakota, and legally described as follows:

**Lot Twenty-seven (27), and the North Fifteen Feet (N 15') of lot Twenty-eight (28), in Block Seven (7), in South Park Addition to the City of Fargo, Cass County, North Dakota according to the certified plat thereof on file and of record in the office of the Register of Deed in and for Said County and State.**

("Subject Property").

- E. The Holm Trust answered the Complaint on July 10, 2025. The Holm Trust disputed necessity and just compensation.
- F. The Parties mediated the dispute by private mediation held on February 26, 2026, in Fargo. The Parties were able to reach a settlement and entered a Mediation Memorandum of Settlement Agreement dated February 26, 2026.
- G. The Parties now desire to enter into this Settlement Agreement to provide for a comprehensive and complete settlement and discharge of all claims and defenses which any party made or could have made by reason of the events described above and upon the terms and conditions set forth below.

**AGREEMENT**

The Parties agree as follows:

**1.0 Release and Discharge**

- 1.1** In consideration of the payment amount set forth below, the Holm Trust, on behalf of its settlors, trustees, beneficiaries, heirs and assigns, hereby releases and forever discharges, the City of Fargo, its insurers, agents, representatives and employees, from any and all past, present, and future claims, demands, obligations, actions, causes of action, rights, damages, costs, expenses and compensation of any nature whatsoever related to the Property, which the Holm Trust might have brought against the City of Fargo as pertains to the condemnation action at Case No. 09-2025-CV-02668 and which could, in any way, arise out of the events described in the Recitals above.
- 1.2** In further consideration of the payment amount set forth below, the Holm Trust specifically waives any rights to any further statutory moving, relocation, and replacement housing expenses, which may have been available under N.D.C.C. § 54-01.1-03 and N.D.C.C. § 54-01.1-04, or any applicable federal law. In addition, the Holm Trust waives any attorney fees, statutory costs and filing fees.
- 1.3** The City of Fargo, in exchange for obtaining a conveyance of the Property in fee simple, hereby releases and forever discharges the Holm Trust, its settlors, trustees, and beneficiaries from any and all past, present, and future claims, causes of action, demands, damages, costs, expenses and compensation related to the Property.
- 1.4** The Holm Trust acknowledges and agrees that the release and discharge set forth above is a waiver of all claims and defenses the Holm Trust, its settlors, trustees, and beneficiaries might have asserted in Case No. 09-2025-CV-02668, and a general release regarding causes of action they might have brought regarding the events described in the above Recitals, including any obligation to pay damages, attorney's fees, and costs. It is understood and agreed by the parties that this settlement is a compromise reached in order to finally resolve the action described in the Recitals above.
- 1.5** The Parties waive the provisions of N.D.C.C. § 9-13-02, or any similar or other applicable state or federal statute or regulation, which provides that a general release does not extend to claims a creditor does not know or suspect to exist in its favor at the time of executing the release, which if known by it, would have materially affected the settlement with the debtor.

**2.0 Purchase of the Property**

- 2.1** The City of Fargo will pay to the Holm Trust the total amount of Four Hundred Ninety-Seven Thousand Dollars and No/Cents (\$497,000.00) for the Property (the "Acquisition Payment"). The City of Fargo's purchase of the Property shall

include the real estate, the single-family dwelling located upon the Property, all other buildings located upon the Property, and all items affixed to the Property, except the Holm Trust shall be permitted to remove the fireplace mantel, plants in the yard, pavers surrounding the home, appliances, removeable fixtures installed for safety purposes, and any other personal property, including but not limited to violins, instruments, luthier shop and office materials. For the purpose of clarity, the Acquisition Payment includes any and all replacement housing expenses, moving/relocation expenses, attorney's fees, costs, filing fees, and statutory costs. No other payments shall be made by any party.

- 2.2 The Acquisition Payment for the Property is to be paid to the Holm Trust at closing in cash or certified funds and upon delivery of a Trustee's Deed warranting title and conveying the Property to the City of Fargo, free and clear of all liens and encumbrances, except all covenants, conditions, restrictions, easements, and right of ways of record. The closing shall take place within sixty (60) days of the complete execution of this Settlement Agreement by the Parties, but may be extended by the City of Fargo in the event of a title defect impacting the City of Fargo's ability to obtain marketable title within the sixty (60) day period. The City of Fargo shall acquire ownership of the Property on the day of closing, subject to the Holm Trust's continued occupancy until August 1, 2026 and subject to the terms provided herein.
- 2.3 Any mortgage, lien, or encumbrance against the Property (except for real estate taxes and special assessments), which have been granted or created by the Holm Trust, will be paid by the Holm Trust from the Acquisition Payment at the time of closing and the Holm Trust shall then receive the balance of the Acquisition Payment, less those amounts, on the date of closing.
- 2.4 The real estate taxes for the year in which closing occurs shall be prorated between the Parties, based on the most current tax information available from the County Treasurer, as of the date of closing. The City of Fargo shall be responsible for all real estate taxes for the date of closing and thereafter. The City of Fargo shall also be responsible for insuring the Property for liability and other purposes from the date of closing and thereafter.

### **3.0 Terms for Occupancy Beyond Date of Closing**

- 3.1 The City of Fargo agrees to allow the Holm Trust to continue living at the Property, after the closing, but only until August 1, 2026, except as provided in paragraph 3.2 below. Neither the Holm Trust nor Edna Holm will be required to pay rent to the City of Fargo for this permitted period of occupancy. The Holm Trust, however, must obtain a policy of renter's insurance on the Property for the period of time of their continued occupancy.
- 3.2 If, in the event that the City of Fargo's project is delayed in such a manner that construction upon the Property will not occur until 2027, then the City of Fargo will advise the Holm Trust that Edna Holm may continue to live at the Property

until such reasonable time in relation to when the construction is scheduled to begin, which the parties hereby agree shall result in the Holm Trust vacating the Property not later than thirty (30) days prior to the anticipated start of construction. If the period of occupancy is extended under this paragraph, the Holm Trust will not have to pay rent to the City of Fargo, but must continue the policy of renter's insurance for the period of time of the continued occupancy.

- 3.3 Upon the period of occupancy for the Holm Trust terminating, the Holm Trust shall immediately vacate the premises and the Holm Trust must remit all keys to the City of Fargo by no later than three (3) business days thereafter.
- 3.4 If the Holm Trust decides to vacate the Property prior to August 1, 2026, the Holm Trust shall notify the City of Fargo five (5) days prior to vacation of the Property.
- 3.5 The Holm Trust is occupying the Property "as is." Accordingly, the City of Fargo shall not be responsible for any repairs of any kind. If the Property should become uninhabitable, the Holm Trust's sole remedy is to vacate the Property.
- 3.6 The Holm Trust agrees that the City of Fargo will not be responsible for security or protection of the Property during the post-closing occupancy period.
- 3.7 The Holm Trust shall be allowed to keep and remove any personal property from the Property, including but not limited to violins and other instruments, so long as such property is removed prior to the Holm Trust vacating the Property.

#### **4.0 Representation of Comprehension of Document**

In entering into this Settlement Agreement and Release, the Parties represent that they have relied upon the advice of their attorneys, who are attorneys of their own choice, concerning the legal consequences of this Settlement Agreement; that the terms of this Settlement Agreement have been completely read and explained by their attorneys; and that the terms of this Settlement Agreement are fully understood and voluntarily accepted.

#### **5.0 Warranty of Capacity to Execute Agreement**

The Holm Trust represents and warrants that no other person or entity has any interest in the Property, causes of action, or defenses referred to in this Settlement Agreement; that the Holm Trust, acting through its Co-Trustees, Paul Holm and Carl Holm, has the sole right and exclusive authority to execute this Settlement Agreement and receive the sums specified herein; and that the Holm Trust has not sold, assigned, transferred, conveyed or otherwise disposed of any of the Property or premises, which is the subject of this Settlement Agreement.

**6.0 Governing Law**

This Settlement Agreement shall be construed and interpreted in accordance with the laws of the State of North Dakota.

**7.0 Additional Documents**

All parties agree to cooperate fully and approve and execute any and all supplementary documents and to take all additional actions which may be necessary or appropriate to give full force and effect to the basic terms and intent of this Settlement Agreement, including, but not limited to, a Stipulation for Dismissal with prejudice and without costs or attorney's fees to any party in the action listed in the Recitals above, as well as a proposed Order of Dismissal and proposed Judgment of Dismissal.

**9.0 Entire Agreement and Successors in Interest**

This Settlement Agreement and Release contains the entire agreement between the Holm Trust, its settlors, trustees, and beneficiaries and the City of Fargo, its insurers, employees, agents and representatives with regard to the matters set forth in it and shall be binding upon and inure to the benefit of the trustees, beneficiaries, executors, administrators, personal representatives, heirs, successors and assigns of each.

**10.0 Effectiveness**


This Settlement Agreement and Release shall become effective immediately following execution by each of the Parties.]

**11.0 Right of First Refusal in the Event the City of Fargo Does Not Need the Subject Property**

In the event the City of Fargo does not need the Subject Property for a public use, and the City of Fargo decides to sell the Subject Property, the Holm Trust shall have the right of first refusal to purchase the Subject Property back from the City of Fargo for the same amount of the Acquisition Payment provided for herein of \$497,000.00.

**THIS IS A RELEASE. READ BEFORE SIGNING.**

Dated: 5/4/26

  
\_\_\_\_\_  
Daniel H. Holm and Edna T. Holm Revocable  
Living Trust  
By: Paul Holm  
Its: Co-Trustee

Dated: 5/4/2026



\_\_\_\_\_  
Daniel H. Holm and Edna T. Holm Revocable  
Living Trust  
By: Carl Holm  
Its: Co-Trustee

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

\_\_\_\_\_  
City of Fargo  
By: Dr. Timothy J. Mahoney  
Its: Mayor

**ATTEST:**

\_\_\_\_\_  
Angie Bear  
Deputy Auditor on behalf of City Auditor



**MEMORANDUM**

**TO: BOARD OF CITY COMMISSIONERS**

**FROM: AUDITOR'S OFFICE**

**DATE: MAY 11 , 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 (4-2023)

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

Full, Legal Name of Gaming Organization

**Fargo Angels Hockey**

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

**Cowboy Jacks**

Street <b>506 Broadway N</b>	City <b>Fargo</b>	ZIP Code <b>58102</b>	County <b>Cass</b>
Beginning Date(s) Authorized <b>7/1/2026</b>	Ending Date(s) Authorized <b>6/30/2027</b>	Number of Twenty-One tables, if zero, enter "0" <b>1</b>	

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

*back west wall 1/2 front NE corner*

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

**RESTRICTIONS FOR CITY/COUNTY USE ONLY**

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

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

- |   |  |   |
|---|--|---|
| <input checked="" type="checkbox"/> Bingo                             | <input type="checkbox"/> Club Special                  | <input type="checkbox"/> Sports Pools             |
| <input type="checkbox"/> <b>ELECTRONIC</b> Quick Shot Bingo           | <input type="checkbox"/> Tip Board                     | <input checked="" type="checkbox"/> Twenty-One    |
| <input checked="" type="checkbox"/> Raffles                           | <input type="checkbox"/> Seal Board                    | <input type="checkbox"/> Poker                    |
| <input type="checkbox"/> <b>ELECTRONIC</b> 50/50 Raffle               | <input type="checkbox"/> Punchboard                    | <input type="checkbox"/> Calcuttas                |
| <input checked="" 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 checked="" type="checkbox"/> <b>ELECTRONIC</b> 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 <b>5/11/26</b>
PRINT Name and official position of person signing on behalf of city/county above <b>Michelle Vanyo Deputy City Clerk/Records Admin</b>	

**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 (4-2023)

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

Full, Legal Name of Gaming Organization  
**Fargo Angels Hockey**

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  
**Double Up Bar Grill Casino**

Street <b>3165 33rd St. S, Suite 101</b>	City <b>Fargo</b>	ZIP Code <b>58104</b>	County <b>Cass</b>
Beginning Date(s) Authorized <b>7/1/2026</b>	Ending Date(s) Authorized <b>6/30/2027</b>	Number of Twenty-One tables, if zero, enter "0" <b>3</b>	

Specific location where games of chance will be conducted and played at the site (required)  
**NE Wall } SW Corner**

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

**RESTRICTIONS FOR CITY/COUNTY USE ONLY**

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

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

<input checked="" 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 checked="" 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 checked="" 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 checked="" 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 <b>5/11/26</b>
PRINT Name and official position of person signing on behalf of city/county above <b>Michelle Vanyo Deputy City Clerk/Records Admin</b>	

**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 (4-2023)

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

Full, Legal Name of Gaming Organization  
**Fargo Angels Hockey**

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  
**Radisson Blu**

Street <b>201 5th Street N</b>	City <b>Fargo</b>	ZIP Code <b>58102</b>	County <b>Cass</b>
Beginning Date(s) Authorized <b>7/1/2026</b>	Ending Date(s) Authorized <b>6/30/2027</b>	Number of Twenty-One tables, if zero, enter "0" <b>0</b>	

Specific location where games of chance will be conducted and played at the site (required)  
**The opposite side of the wall going to the bathroom**

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

**RESTRICTIONS FOR CITY/COUNTY USE ONLY**

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

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

<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 checked="" 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 <b>5/11/26</b>

PRINT Name and official position of person signing on behalf of city/county above  
**Michelle Vanyo Deputy City Clerk/Records Admin**

**INSTRUCTIONS:**

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**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 (4-2023)

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

Full, Legal Name of Gaming Organization  
**Fargo Post 2 Baseball Club**

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  
**El Zagal**

Street <b>1429 3rd St N</b>	City <b>Fargo</b>	ZIP Code <b>58102</b>	County <b>Cass</b>
Beginning Date(s) Authorized <b>July 1, 2026</b>	Ending Date(s) Authorized <b>June 30, 2027</b>		Number of Twenty-One tables, if zero, enter "0" <b>0</b>

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

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

**RESTRICTIONS FOR CITY/COUNTY USE ONLY**

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

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

<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 checked="" type="checkbox"/> ELECTRONIC Pull Tab Device		

Days of week of gaming operations (if restricted) \_\_\_\_\_ Hours of gaming (if restricted) \_\_\_\_\_

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**APPROVALS**

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

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

Full, Legal Name of Gaming Organization  
**Fargo Post 2 Baseball Club**

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  
**Herd and Horns**

Street <b>1414 12th Ave N</b>	City <b>Fargo</b>	ZIP Code <b>58102</b>	County <b>Cass</b>
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Beginning Date(s) Authorized <b>July 1, 2026</b>	Ending Date(s) Authorized <b>June 30, 2027</b>	Number of Twenty-One tables, if zero, enter "0" <b>0</b>
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Specific location where games of chance will be conducted and played at the site (required)  
**East wall**

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

**RESTRICTIONS FOR CITY/COUNTY USE ONLY**

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

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

<input type="checkbox"/> Bingo	<input type="checkbox"/> Club Special	<input type="checkbox"/> Sports Pools
<input type="checkbox"/> <b>ELECTRONIC</b> 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"/> <b>ELECTRONIC</b> 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 checked="" type="checkbox"/> <b>ELECTRONIC</b> Pull Tab Device		

Days of week of gaming operations (if restricted)	Hours of gaming (if restricted)
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Signature of City/County Official	Date <b>5/11/26</b>

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 ND OFFICE OF ATTORNEY GENERAL  
 SFN 17996 (4-2023)

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

Full, Legal Name of Gaming Organization  
**Harwood Area Fire & Rescue Inc**

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  
**District 64/Las Palmas**

Street <b>64 Broadway N</b>	City <b>Fargo</b>	ZIP Code <b>58102</b>	County <b>Cass</b>
Beginning Date(s) Authorized <b>07/01/26</b>	Ending Date(s) Authorized <b>06/30/27</b>	Number of Twenty-One tables, if zero, enter "0" <b>1</b>	

Specific location where games of chance will be conducted and played at the site (required)  
**Games may be conducted and played in all public areas, excluding bathrooms**

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

**RESTRICTIONS FOR CITY/COUNTY USE ONLY**

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

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

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

Days of week of gaming operations (if restricted)	Hours of gaming (if restricted)
---	---------------------------------

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**APPROVALS**

Attorney General	Date
Signature of City/County Official	Date <b>5/11/26</b>
PRINT Name and official position of person signing on behalf of city/county above <b>Michelle Vanyo Deputy City Clerk/Records Admin</b>	

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

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

Full, Legal Name of Gaming Organization  
**Harwood Area Fire and Rescue Inc**

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  
**Dogleg North**

Street <b>2700 Broadway N</b>	City <b>Fargo</b>	ZIP Code <b>58102</b>	County <b>Cass</b>
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Beginning Date(s) Authorized <b>7/1/26</b>	Ending Date(s) Authorized <b>06/30/27</b>	Number of Twenty-One tables, if zero, enter "0" <b>0</b>
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Specific location where games of chance will be conducted and played at the site (required)  
**Games may be conducted and played in all public areas, excluding bathrooms**

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

**RESTRICTIONS FOR CITY/COUNTY USE ONLY**

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

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

- |  |  |   |
|--|--|---|
| <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 checked="" type="checkbox"/> ELECTRONIC Pull Tab Device |  |   |

Days of week of gaming operations (if restricted)	Hours of gaming (if restricted)
---	---------------------------------

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**APPROVALS**

Attorney General	Date
Signature of City/County Official	Date <b>5/11/26</b>

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**Michelle Vanyo Deputy City Clerk/Records Admin**

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

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

Full, Legal Name of Gaming Organization  
**Homeward Animal Shelter**

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  
**Speck's Bar**

Street <b>2611 Main Ave</b>	City <b>Fargo</b>	ZIP Code <b>58103</b>	County <b>Cass</b>
Beginning Date(s) Authorized <b>7-1-2026</b>	Ending Date(s) Authorized <b>6-30-2027</b>	Number of Twenty-One tables, if zero, enter "0" <b>0</b>	

Specific location where games of chance will be conducted and played at the site (required)  
**All public areas of building excluding bathrooms**

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

**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 checked="" 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 checked="" 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 checked="" type="checkbox"/> ELECTRONIC Pull Tab Device		

Days of week of gaming operations (if restricted)	Hours of gaming (if restricted)
---	---------------------------------

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**APPROVALS**

Attorney General	Date
Signature of City/County Official	Date <b>5/11/26</b>

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

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

Full, Legal Name of Gaming Organization  
**Horse Race North Dakota**

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  
**Chub's Pub**

Street <b>421 N University Drive</b>	City <b>Fargo</b>	ZIP Code <b>58102</b>	County <b>Cass</b>
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Beginning Date(s) Authorized <b>07/01/26</b>	Ending Date(s) Authorized <b>06/30/27</b>	Number of Twenty-One tables, if zero, enter "0" <b>0</b>
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Specific location where games of chance will be conducted and played at the site (required)  
**Games may be conducted and played in all public areas, excluding bathrooms**

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

**RESTRICTIONS FOR CITY/COUNTY USE ONLY**

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

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

<input type="checkbox"/> Bingo	<input type="checkbox"/> Club Special	<input type="checkbox"/> Sports Pools
<input type="checkbox"/> <b>ELECTRONIC</b> Quick Shot Bingo	<input type="checkbox"/> Tip Board	<input type="checkbox"/> Twenty-One
<input checked="" type="checkbox"/> Raffles	<input type="checkbox"/> Seal Board	<input type="checkbox"/> Poker
<input type="checkbox"/> <b>ELECTRONIC</b> 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 checked="" type="checkbox"/> Pull Tab Dispensing Device	<input type="checkbox"/> Prize Board Dispensing Device	<input type="checkbox"/> Paddlewheel Table
<input checked="" type="checkbox"/> <b>ELECTRONIC</b> Pull Tab Device		

Days of week of gaming operations (if restricted)	Hours of gaming (if restricted)
---	---------------------------------

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**APPROVALS**

Attorney General	Date
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Signature of City/County Official	Date <b>5/11/26</b>
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**PRINT** Name and official position of person signing on behalf of city/county above  
**Michelle Vanyo Deputy City Clerk/Records Admin**

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

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

Full, Legal Name of Gaming Organization  
**Horse Race North Dakota**

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  
**Golf Addiction**

Street <b>4474 23rd Ave South</b>	City <b>Fargo</b>	ZIP Code <b>58104</b>	County <b>Cass</b>
--------------------------------------	----------------------	--------------------------	-----------------------

Beginning Date(s) Authorized <b>07/01/26</b>	Ending Date(s) Authorized <b>06/30/27</b>	Number of Twenty-One tables, if zero, enter "0" <b>1</b>
---	--	---

Specific location where games of chance will be conducted and played at the site (required)  
**Games may be conducted and played in all public areas, excluding bathrooms**

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

**RESTRICTIONS FOR CITY/COUNTY USE ONLY**

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

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

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

Days of week of gaming operations (if restricted)	Hours of gaming (if restricted)
---	---------------------------------

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**APPROVALS**

Attorney General	Date
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Signature of City/County Official	Date <b>5/11/26</b>
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**PRINT** Name and official position of person signing on behalf of city/county above  
**Michelle Vanyo Deputy City Clerk/Records Admin**

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

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

Full, Legal Name of Gaming Organization <b>Horse Race North Dakota</b>
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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 <b>Labby's Bar &amp; Grill</b>
--

Street <b>1100 19th Ave N</b>	City <b>Fargo</b>	ZIP Code <b>58102</b>	County <b>Cass</b>
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Beginning Date(s) Authorized <b>07/01/26</b>	Ending Date(s) Authorized <b>06/30/27</b>	Number of Twenty-One tables, if zero, enter "0" <b>0</b>
---	--	---

Specific location where games of chance will be conducted and played at the site (required)  
**Games may be conducted and played in all public areas, excluding bathrooms**

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

**RESTRICTIONS FOR CITY/COUNTY USE ONLY**

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

<input checked="" type="checkbox"/> Bingo	<input type="checkbox"/> Club Special	<input type="checkbox"/> Sports Pools
<input type="checkbox"/> <b>ELECTRONIC</b> Quick Shot Bingo	<input type="checkbox"/> Tip Board	<input type="checkbox"/> Twenty-One
<input checked="" type="checkbox"/> Raffles	<input type="checkbox"/> Seal Board	<input checked="" type="checkbox"/> Poker
<input type="checkbox"/> <b>ELECTRONIC</b> 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 checked="" type="checkbox"/> Pull Tab Dispensing Device	<input type="checkbox"/> Prize Board Dispensing Device	<input type="checkbox"/> Paddlewheel Table
<input checked="" type="checkbox"/> <b>ELECTRONIC</b> Pull Tab Device		

Days of week of gaming operations (if restricted)	Hours of gaming (if restricted)
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**APPROVALS**

Attorney General	Date
Signature of City/County Official	Date 5/11/26

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**Michelle Vanyo Deputy City Clerk/Records Admin**

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 Telephone: 701-328-2329 OR 800-326-9240



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

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

Full, Legal Name of Gaming Organization  
**Horse Race North Dakota**

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  
**Sidestreet Grille & Pub**

Street <b>404 4th Avenue North</b>	City <b>Fargo</b>	ZIP Code <b>58102</b>	County <b>Cass</b>
Beginning Date(s) Authorized <b>07/01/26</b>	Ending Date(s) Authorized <b>06/30/27</b>	Number of Twenty-One tables, if zero, enter "0" <b>0</b>	

Specific location where games of chance will be conducted and played at the site (required)  
**Games may be conducted and played in all public areas, excluding bathrooms**

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

**RESTRICTIONS FOR CITY/COUNTY USE ONLY**

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

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

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

Days of week of gaming operations (if restricted)	Hours of gaming (if restricted)
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**APPROVALS**

Attorney General	Date
Signature of City/County Official	Date <b>5/11/26</b>
PRINT Name and official position of person signing on behalf of city/county above <b>Michelle Vanyo Deputy City Clerk/Records Admin</b>	

**INSTRUCTIONS:**

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**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  
**TWIN PEAKS**

Street <b>1515 42ND ST S</b>	City <b>FARGO</b>	ZIP Code <b>58103</b>	County <b>CASS</b>
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Beginning Date(s) Authorized <b>7/1/2026</b>	Ending Date(s) Authorized <b>6/30/2027</b>	Number of Twenty-One tables, if zero, enter "0" <b>1</b>
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Specific location where games of chance will be conducted and played at the site (required)  
**MACHINES AND TABLES ARE LOCATED IN THE BAR, EXCEPT RESTROOMS**

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

**RESTRICTIONS FOR CITY/COUNTY USE ONLY**

The organization **must** provide the City/County a list of game types included in their Internal Control Manual and have the manual available upon request. The manual must throughly 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"/> <b>ELECTRONIC</b> Quick Shot Bingo	<input type="checkbox"/> Tip Board	<input checked="" type="checkbox"/> Twenty-One
<input checked="" type="checkbox"/> Raffles	<input type="checkbox"/> Seal Board	<input type="checkbox"/> Poker
<input type="checkbox"/> <b>ELECTRONIC</b> 50/50 Raffle	<input type="checkbox"/> Punchboard	<input type="checkbox"/> Calcuttas
<input checked="" type="checkbox"/> Pull Tab Jar	<input type="checkbox"/> Prize Board	<input checked="" 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 checked="" type="checkbox"/> <b>ELECTRONIC</b> Pull Tab Device		

Days of week of gaming operations (if restricted)	Hours of gaming (if restricted)
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**APPROVALS**

Attorney General	Date
Signature of City/County Official	Date <b>5/11/26</b>

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**Michelle Vanyo Deputy City Clerk/Records Admin**

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

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

Full, Legal Name of Gaming Organization  
**North Dakota Association for The Disabled, Inc.**

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 <b>Lil Jimmy's</b>			
Street <b>2603 Kirsten Lane S</b>	City <b>Fargo</b>	ZIP Code <b>58104</b>	County <b>Cass</b>
Beginning Date(s) Authorized <b>09/01/2026</b>	Ending Date(s) Authorized <b>06/30/2027</b>	Number of Twenty-One tables, if zero, enter "0" <b>1</b>	
Specific location where games of chance will be conducted and played at the site (required) <b>Gaming will be conducted in the entire bar (excluding restrooms).</b>			
If conducting Raffle or Poker activity provide date(s) or month(s) of the event(s) if known			

**RESTRICTIONS FOR CITY/COUNTY USE ONLY**

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

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

<input type="checkbox"/> Bingo	<input type="checkbox"/> Club Special	<input checked="" type="checkbox"/> Sports Pools
<input type="checkbox"/> ELECTRONIC Quick Shot Bingo	<input type="checkbox"/> Tip Board	<input type="checkbox"/> Twenty-One
<input checked="" 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 checked="" type="checkbox"/> Pull Tab Dispensing Device	<input checked="" type="checkbox"/> Prize Board Dispensing Device	<input type="checkbox"/> Paddlewheel Table
<input checked="" type="checkbox"/> ELECTRONIC Pull Tab Device		

Days of week of gaming operations (if restricted)	Hours of gaming (if restricted)
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**APPROVALS**

Attorney General	Date
Signature of City/County Official	Date <b>5/11/2026</b>

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

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

Full, Legal Name of Gaming Organization  
**North Dakota Horse Park 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  
**Casa Mexico**

Street <b>4900 13th Ave S, Suite 1</b>	City <b>Fargo</b>	ZIP Code <b>58103</b>	County <b>Cass</b>
---	----------------------	--------------------------	-----------------------

Beginning Date(s) Authorized <b>07/01/26</b>	Ending Date(s) Authorized <b>06/30/27</b>	Number of Twenty-One tables, if zero, enter "0" <b>0</b>
---	--	---

Specific location where games of chance will be conducted and played at the site (required)  
**Games may be conducted & played in all public areas excluding restrooms**

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

**RESTRICTIONS FOR CITY/COUNTY USE ONLY**

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

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

<input type="checkbox"/> Bingo	<input type="checkbox"/> Club Special	<input type="checkbox"/> Sports Pools
<input type="checkbox"/> <b>ELECTRONIC</b> 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"/> <b>ELECTRONIC</b> 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 checked="" type="checkbox"/> <b>ELECTRONIC</b> Pull Tab Device		

Days of week of gaming operations (if restricted)	Hours of gaming (if restricted)
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**APPROVALS**

Attorney General	Date
Signature of City/County Official	Date <b>5/11/26</b>

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**Michelle Vanyo Deputy City Clerk/Records Admin**

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

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

Full, Legal Name of Gaming Organization  
**North Dakota Horse Park 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  
**Sports Bar**

Street <b>619 NP Avenue</b>	City <b>Fargo</b>	ZIP Code <b>58102</b>	County <b>Cass</b>
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Beginning Date(s) Authorized <b>07/01/26</b>	Ending Date(s) Authorized <b>06/30/27</b>	Number of Twenty-One tables, if zero, enter "0" <b>0</b>
---	--	---

Specific location where games of chance will be conducted and played at the site (required)  
**Games may be conducted and played in all public areas, excluding bathrooms**

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

**RESTRICTIONS FOR CITY/COUNTY USE ONLY**

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

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

<input type="checkbox"/> Bingo	<input type="checkbox"/> Club Special	<input type="checkbox"/> Sports Pools
<input type="checkbox"/> <b>ELECTRONIC</b> 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"/> <b>ELECTRONIC</b> 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 checked="" type="checkbox"/> <b>ELECTRONIC</b> Pull Tab Device		

Days of week of gaming operations (if restricted)	Hours of gaming (if restricted)
---	---------------------------------

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**APPROVALS**

Attorney General	Date
Signature of City/County Official	Date <b>5/11/26</b>
PRINT Name and official position of person signing on behalf of city/county above <b>Michelle Vanyo Deputy City Clerk/Records Admin</b>	

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

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

Full, Legal Name of Gaming Organization

**Special Olympics North Dakota**

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 <b>Rooters Bar</b>			
Street <b>107 Broadway</b>	City <b>Fargo</b>	ZIP Code <b>58102</b>	County <b>Cass County</b>
Beginning Date(s) Authorized <b>7/1/2026</b>		Ending Date(s) Authorized <b>6/30/2027</b>	Number of Twenty-One tables, if zero, enter "0" <b>2</b>
Specific location where games of chance will be conducted and played at the site (required) <b>Entire Bar except restroom</b>			
If conducting Raffle or Poker activity provide date(s) or month(s) of the event(s) if known			

**RESTRICTIONS FOR CITY/COUNTY USE ONLY**

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

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

<input type="checkbox"/> Bingo	<input type="checkbox"/> Club Special	<input type="checkbox"/> Sports Pools
<input type="checkbox"/> <b>ELECTRONIC</b> Quick Shot Bingo	<input type="checkbox"/> Tip Board	<input checked="" type="checkbox"/> Twenty-One
<input type="checkbox"/> Raffles	<input type="checkbox"/> Seal Board	<input type="checkbox"/> Poker
<input type="checkbox"/> <b>ELECTRONIC</b> 50/50 Raffle	<input type="checkbox"/> Punchboard	<input type="checkbox"/> Calcuttas
<input checked="" 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 checked="" type="checkbox"/> <b>ELECTRONIC</b> Pull Tab Device		

Days of week of gaming operations (if restricted)	Hours of gaming (if restricted)
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 ND OFFICE OF ATTORNEY GENERAL  
 SFN 17996 (4-2023)

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

Full, Legal Name of Gaming Organization  
**West Fargo Baseball, Inc.**

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  
**Puerto Vallarta Bar and Grill**

Street <b>4323 45th Street S Suite 101</b>	City <b>Fargo</b>	ZIP Code <b>58103</b>	County <b>Cass</b>
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Beginning Date(s) Authorized <b>7/1/2026</b>	Ending Date(s) Authorized <b>6/30/2027</b>	Number of Twenty-One tables, if zero, enter "0" <b>0</b>
---	---	---

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

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

**RESTRICTIONS FOR CITY/COUNTY USE ONLY**

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

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

- |  |  |   |
|--|--|---|
| <input checked="" 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 checked="" type="checkbox"/> Twenty-One        |
| <input checked="" 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 checked="" type="checkbox"/> Pull Tab Jar               | <input checked="" type="checkbox"/> Prize Board        | <input type="checkbox"/> Paddlewheel with Tickets     |
| <input checked="" type="checkbox"/> Pull Tab Dispensing Device | <input type="checkbox"/> Prize Board Dispensing Device | <input checked="" type="checkbox"/> Paddlewheel Table |
| <input checked="" type="checkbox"/> ELECTRONIC Pull Tab Device |  |   |

Days of week of gaming operations (if restricted)	Hours of gaming (if restricted)
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**APPROVALS**

Attorney General	Date
Signature of City/County Official	Date <b>5/11/26</b>

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 ND OFFICE OF ATTORNEY GENERAL  
 SFN 17996 (4-2023)

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

Full, Legal Name of Gaming Organization  
**West Fargo Baseball, Inc.**

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  
**Sickies Fargo 13th**

Street <b>3431 Fiechtner Dr S</b>	City <b>Fargo</b>	ZIP Code <b>58103</b>	County <b>Cass</b>
--------------------------------------	----------------------	--------------------------	-----------------------

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

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

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

**RESTRICTIONS FOR CITY/COUNTY USE ONLY**

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

- |  |  |   |
|--|--|---|
| <input checked="" 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 checked="" type="checkbox"/> Twenty-One        |
| <input checked="" 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 checked="" type="checkbox"/> Pull Tab Jar               | <input checked="" type="checkbox"/> Prize Board        | <input type="checkbox"/> Paddlewheel with Tickets     |
| <input checked="" type="checkbox"/> Pull Tab Dispensing Device | <input type="checkbox"/> Prize Board Dispensing Device | <input checked="" type="checkbox"/> Paddlewheel Table |
| <input checked="" type="checkbox"/> ELECTRONIC Pull Tab Device |  |   |

Days of week of gaming operations (if restricted)	Hours of gaming (if restricted)
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**APPROVALS**

Attorney General	Date
Signature of City/County Official	Date <b>5/11/26</b>
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**MEMORANDUM**

**TO: BOARD OF CITY COMMISSIONERS**

**FROM: AUDITOR'S OFFICE**

**DATE: MAY 11, 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       Raffle by a Political or Legislative District Party

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

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

**ORGANIZATION INFO**

Name of Organization or Group <b>Capstone Classical Academy</b>		Dates of Activity (Does not include dates for the sales of tickets) <b>9/2/2026</b>	
Organization or Group Contact Person <b>Sue Sikkink</b>	E-mail <b>ssikkink@capstoneclassical.com</b>	Telephone Number <b>701-365-5204</b>	
Business Address <b>6597 43rd St S</b>	City <b>Fargo</b>	State <b>ND</b>	ZIP Code <b>58104</b>
Mailing Address (if different)	City	State	ZIP Code

**SITE INFO**

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

Provide the exact date(s) & frequency of each event & type (Ex. Bingo every Friday 10/1-12/31, Raffle - 10/30, 11/30, 12/31, etc.)  
**Raffle and Raffle Board - 9/2/26**

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

Game Type	Description of Prize	Exact Retail Value of Prize
Raffle	Book bundles (20 bundles valued at \$200/ea.)	4,000.00
Raffle Board	Painting of the Roman Colosseum	500.00
---	Total from additional page	1,000.00
Total (limit \$50,000 per year)		\$ 5,500.00

**ADDITIONAL REQUIRED INFORMATION**

Intended Uses of Gaming Proceeds  
**Need-based scholarships**

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: **3,400.00** (This amount is part of the total prize limit for \$50,000 per fiscal year)

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

Printed Name of Organization Group's Permit Organizer <b>Tom Tucker</b>	Telephone Number <b>701-365-5203</b>	E-mail Address <b>ttucker@capstoneclassical.com</b>
Signature of Organization Group's Permit Organizer 	Title <b>Director of Advancement</b>	Date <b>4/29/26</b>



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



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

Games to be conducted  
 Bingo     Raffle     Raffle Board     Calendar Raffle     Sports Pool     Poker\*     Twenty-One\*     Paddlewheels\*

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

**ORGANIZATION INFO**

Name of Organization or Group <b>Lend A Hand Up</b>		Dates of Activity (Does not include dates for the sales of tickets) <b>6/3/2026</b>	
Organization or Group Contact Person <b>Jeana Peinovich</b>	E-mail <b>jpeinovich@dakmed.org</b>	Telephone Number <b>701.356.2661</b>	
Business Address <b>4321 20 Ave S</b>	City <b>Fargo</b>	State <b>ND</b>	ZIP Code <b>58103</b>
Mailing Address (if different)	City	State	ZIP Code

**SITE INFO**

Site Name <b>Dakota Medical Foundation</b>	County <b>Cass</b>
Site Physical Address <b>4321 20 Ave S</b>	City <b>Fargo</b>
	State <b>ND</b>
	ZIP Code <b>58103</b>

Provide the exact date(s) & frequency of each event & type (Ex. Bingo every Friday 10/1-12/31, Raffle - 10/30, 11/30, 12/31, etc.)  
**Summer Boost Picnic to be held from 11am to 1:30 pm on Wednesday, June 3, 2026 will include a cash raffle**

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

Game Type	Description of Prize	Exact Retail Value of Prize
Cash Raffle	Large Cooler/Items (\$650), 2 Gift Cards: \$250 Hornbachers, \$100 KingPinz	\$1,000.00
	Total (limit \$50,000 per year)	\$

**ADDITIONAL REQUIRED INFORMATION**

Intended Uses of Gaming Proceeds  
**Proceeds will support Lend A Hand Up to provide financial help to families experiencing hardship due to health issues, trauma**

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: **\$2,475.00** (This amount is part of the total prize limit for \$50,000 per fiscal year)

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

Printed Name of Organization Group's Permit Organizer <b>Lend A Hand Up, Inc.</b>	Telephone Number <b>701.356.2661</b>	E-mail Address <b>jpeinovich@dakmed.org</b>
Signature of Organization Group's Permit Organizer 	Title <b>CFO, Dakota Medical Foundation - Lend A Hand Up</b>	Date <b>4-16-26</b>



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

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

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

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

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

**ORGANIZATION INFO**

Name of Organization or Group <b>North Dakota Play Therapy Association</b>		Dates of Activity (Does not include dates for the sales of tickets) <b>June 10, 11, 12 2026</b>	
Organization or Group Contact Person <b>Carol Schneweis</b>	E-mail <b>nda4pt@gmail.com</b>	Telephone Number <b>701-739-5480</b>	
Business Address <b>3022 Walnut St</b>	City <b>Grand Forks</b>	State <b>ND</b>	ZIP Code <b>58201</b>
Mailing Address (if different)	City	State	ZIP Code

**SITE INFO**

Site Name <b>Clubhouse Hotel and Suites</b>		County <b>Cass</b>	
Site Physical Address <b>4400 15th Ave South</b>	City <b>Fargo</b>	State <b>ND</b>	ZIP Code <b>58103</b>
Provide the exact date(s) & frequency of each event & type (Ex. Bingo every Friday 10/1-12/31, Raffle - 10/30, 11/30, 12/31, etc.) <b>6/10/1926, 6/11/2026, 6/12/2026</b>			

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

Game Type	Description of Prize	Exact Retail Value of Prize
	<b>See Attached</b>	<b>554.61</b>
Total (limit \$50,000 per year)		\$

**ADDITIONAL REQUIRED INFORMATION**

Intended Uses of Gaming Proceeds  
**Proceeds are registration to conference - used to cover costs**

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

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

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

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

Printed Name of Organization Group's Permit Organizer <b>Carol Schneweis</b>	Telephone Number <b>701-739-5480</b>	E-mail Address <b>nda4pt@gmail.com</b>
Signature of Organization Group's Permit Organizer <i>Carol Schneweis</i>	Title <b>Executive Director</b>	Date <b>5/6/26</b>



# APPLICATION FOR A LOCAL PERMIT OR RESTRICTED EVENT PERMIT

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

Applying for (check one)

Local Permit  Restricted Event Permit\*

Games to be conducted

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

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

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

### ORGANIZATION INFO

Name of Organization or Group <b>North Dakota Pottery Club Society</b>		Dates of Activity (Does not include dates for the sales of tickets) <b>June 12 - 14, 2026</b>	
Organization or Group Contact Person <b>Linda Fiedler</b>	E-mail <b>clfiedler@msn.com</b>	Telephone Number <b>406-861-4419</b>	
Business Address	City	State	ZIP Code
Mailing Address (if different) <b>4402 4th Str. S.</b>	<b>Moorhead</b>	<b>Mn.</b>	<b>56560</b>

### SITE INFO

Site Name <b>Holiday Inn</b>	County <b>Cass</b>
Site Physical Address <b>3803 13th Ave. S.</b>	City <b>Fargo</b>
	State <b>N.D.</b>
	ZIP Code <b>58103</b>
Provide the exact date(s) & frequency of each event & type (Ex. Bingo every Friday 10/1-12/31, Raffle - 10/30, 11/30, 12/31, etc.) <b>Raffle - Saturday evening 6/13/2026</b>	

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

Game Type	Description of Prize	Exact Retail Value of Prize
Raffle	4 Pottery Pieces - \$100 each	400 <sup>00</sup>
Total (limit \$50,000 per year)		\$

### ADDITIONAL REQUIRED INFORMATION

Intended Uses of Gaming Proceeds  
**Further education programs on NDPCS**

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

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

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

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

Printed Name of Organization Group's Permit Organizer <b>Linda Fiedler</b>	Telephone Number <b>406-861-4419</b>	E-mail Address <b>clfiedler@msn.com</b>
Signature of Organization Group's Permit Organizer <i>Linda Fiedler</i>	Title <b>NDPCS Convention Chair</b>	Date <b>4-27-2026</b>



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

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

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

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

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

**ORGANIZATION INFO**

Name of Organization or Group <b>River Keepers</b>		Dates of Activity (Does not include dates for the sales of tickets) <b>June 8, 2026</b>	
Organization or Group Contact Person <b>Christine Holland</b>	E-mail <b>christine@riverkeepers.org</b>	Telephone Number <b>701.235.2895</b>	
Business Address <b>1120 28th Ave. N., Ste. B</b>	City <b>Fargo</b>	State <b>ND</b>	ZIP Code <b>58102</b>
Mailing Address (if different)	City	State	ZIP Code

**SITE INFO**

Site Name <b>Edgewood Golf Course</b>		County <b>Cass</b>	
Site Physical Address <b>19 Golf Course Rd</b>	City <b>Fargo</b>	State <b>ND</b>	ZIP Code <b>58102</b>
Provide the exact date(s) & frequency of each event & type (Ex. Bingo every Friday 10/1-12/31, Raffle - 10/30, 11/30, 12/31, etc.) <b>June 8, 2026</b>			

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

Game Type	Description of Prize	Exact Retail Value of Prize
raffle	50/50	\$1500.00
Total (limit \$50,000 per year)		\$

**ADDITIONAL REQUIRED INFORMATION**

Intended Uses of Gaming Proceeds  
**activities and events dedicated to connecting our community safely to the Red River through engagements, stewardship and 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 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: **450.00** (This amount is part of the total prize limit for \$50,000 per fiscal year)

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

Printed Name of Organization Group's Permit Organizer <b>Christine C Holland</b>	Telephone Number <b>701.235.2895</b>	E-mail Address <b>christine@riverkeepers.org</b>
Signature of Organization Group's Permit Organizer <i>Christine C Holland</i>	Title <b>Executive Director</b>	Date <b>5/4/2026</b>



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

Applying for (check one)

Local Permit       Restricted Event Permit\*

Games to be conducted

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

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

**ORGANIZATION INFO**

Name of Organization or Group <b>UND Alumni Association &amp; Foundation</b>		Dates of Activity (Does not include dates for the sales of tickets) <b>June 24, 2026</b>	
Organization or Group Contact Person <b>Ellie Johnson</b>	E-mail <b>EllieJ@undalumni.net</b>	Telephone Number <b>701-777-6943</b>	
Business Address <b>3501 University Avenue Stop 8157</b>	City <b>Grand Forks</b>	State <b>ND</b>	ZIP Code <b>58202</b>
Mailing Address (if different)	City	State	ZIP Code

**SITE INFO**

Site Name <b>Rose Creek Golf Course</b>		County <b>Cass</b>	
Site Physical Address <b>1500 E Rose Creek Pkwy S</b>	City <b>Fargo</b>	State <b>ND</b>	ZIP Code <b>58104</b>
Provide the exact date(s) & frequency of each event & type (Ex. Bingo every Friday 10/1-12/31, Raffle - 10/30, 11/30, 12/31, etc.) <b>Raffle Board occurring on June 24, 2026</b>			

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

Game Type	Description of Prize	Exact Retail Value of Prize
<b>Raffle Board</b>	<b>50/50 Drawing - Cash</b>	<b>500</b>
Total (limit \$50,000 per year)		\$ <b>500.00</b>

**ADDITIONAL REQUIRED INFORMATION**

Intended Uses of Gaming Proceeds  
**To benefit Athletic Scholarships at the University of 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: **6,200** (This amount is part of the total prize limit for \$50,000 per fiscal year)

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

Printed Name of Organization Group's Permit Organizer <b>Kristie Hunt</b>	Telephone Number <b>701-777-6679</b>	E-mail Address <b>Kristieh@undalumni.net</b>
Signature of Organization Group's Permit Organizer 	Title <b>Controller</b>	Date <b>5/1/2026</b>

5

PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

Project No. TM-25-B1

Type: Change Order #2

Location: Citywide

Date of Hearing: 5/4/2026

<u>Routing</u>	<u>Date</u>
City Commission	5/11/2026
PWPEC File	X
Project File	Nick Askew

The Committee reviewed the accompanying correspondence from Project Manager, Nick Askew, related to Change Order #2 in the amount of \$15,900.00 for additional work.

Staff is recommending approval of Change Order #2 in the amount of \$15,900.00, bringing the total contract amount to \$585,456.00.

On a motion by Brenda Derrig, seconded by Nicole Crutchfield, the Committee voted to recommend approval of Change Order #2 to Northstar Safety.

RECOMMENDED MOTION

Concur with the recommendations of PWPEC and approve Change Order #2 in the amount of \$15,900.00, bringing the total contract amount to \$585,456.00 to Northstar Safety.

PROJECT FINANCING INFORMATION:

Recommended source of funding for project: Street Light Utility Funds

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

COMMITTEE

	Present	Yes	No	Unanimous
				<input checked="" type="checkbox"/>
Tim Mahoney, Mayor	<input type="checkbox"/>	<input 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 checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Brenda Derrig, Assistant City Administrator	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
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:

  
Tom Knakmuhs, P.E.  
City Engineer

C: Kristi Olson

# Memorandum

**To:** Members of PWPEC  
**From:** Nick Askew, Project Manager  
**Date:** April 17, 2026  
**Re:** Project No. TM-25-B1 - Change Order #2

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**Background:**

Project No. TM-25-B1 is for new pavement markings at various locations. The purpose of the project is to install new pavement markings for safer road conditions, for both motorists and pedestrians alike, Citywide where the existing pavement markings have faded or portions are missing.

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

At the intersections of 4<sup>th</sup> Street North and Main Avenue, and 25<sup>th</sup> Street South and 13<sup>th</sup> Avenue South, the existing pavement marking stop bars are fading and deteriorating and require replacement. This Change Order will add methyl methacrylate (MMA) pavement markings to bring these intersections back into compliance. Change Order No. 2 adds 225 linear feet to Sites 11 and 16, resulting in a total contract increase of \$15,900.

This project is funded by Street Light Utility Funds.

**Recommended Motion:**

Approve Change Order #2 in the amount of \$15,900.00 to NorthStar Safety, Inc.

Attachment

Change Order No 2 Change Order Date 4/17/2026  
Contractor Northstar Safety Inc

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

**EXPLANATION OF CHANGE** Change Order # 2

Addition of 16" MMA pavement markings for intersection stop bars in Site 11 and Site 16.

Section	Line No	Item Description	Unit	Orig Cont Qty	Prev C/O Qty	Prev Cont Qty	Curr C/O Qty	Tot Cont Qty	Unit Price (\$)	C/O Ext Price (\$)
Change Order 2	8	F&I Methacrylate 16" Wide	LF	0	0	0	40	40	\$60.00	\$2,400.00
	9	F&I Methacrylate 16" Wide	LF	0	0	0	225	225	\$60.00	\$13,500.00
<b>Change Order 2 Sub Total</b>										<b>\$15,900.00</b>

Summary.

Source Of Funding

Net Amount Change Order # 2 (\$)

Previous Change Orders (\$)

Original Contract Amount (\$)

Total Contract Amount (\$)

Utility Funds - Street Lights - 528	
\$15,900.00	
\$34,950.00	
\$534,606.00	
\$585,456.00	

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

APPROVED

For Contractor

Title

*Brandon Baker*  
 NorthStar Safety Inc.

APPROVED DATE

Department Head

Mayor

Attest

4-20-26





PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

Project No. UR-24-C1 Type: Final Balancing Change Order #3

Location: 14th St N, between Main Ave & NP Ave Date of Hearing: 5/4/2026

<u>Routing</u>	<u>Date</u>
City Commission	<u>5/11/2026</u>
PWPEC File	<u>X</u>
Project File	<u>Shane Geraghty</u>

The Committee reviewed a communication from Project Manager, Shane Geraghty, regarding Final Balancing Change Order #3 in the amount of \$385.32, which reconciles the final quantities as measured in the field.

Staff is seeking approval of Final Balancing Change Order #3 in the amount of \$385.32, which brings the total contract amount to \$600,045.32.

On a motion by Brenda Derrig, seconded by Nicole Crutchfield, the Committee voted to recommend approval of Final Balancing Change Order #3 to KPH, Inc.

RECOMMENDED MOTION

Concur with the recommendations of PWPEC and approve Final Balancing Change Order #3 in the amount of \$385.32, bringing the total contract amount to \$600,045.32 to KPH, Inc.

PROJECT FINANCING INFORMATION:

Recommended source of funding for project: Water Utility Fund

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

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


COMMITTEE

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 type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	

ATTEST:

C: Kristi Olson

  
 Tom Knakmuhs, P.E.  
 City Engineer

# Memorandum

**To:** Members of PWPEC  
**From:** Shane Geraghty, PE, Civil Engineer II  
**Date:** May 4, 2026  
**Re:** Project No. UR-24-C1 – Final Balancing Change Order #3

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**Background:**

Project No. UR-24-C1 consists of boring 16” cased water main under BNSF tracks at 14<sup>th</sup> Street from NP Avenue to Main Avenue to ultimately replace the existing 14” cast iron pipe that currently crosses at 15<sup>th</sup> Street South. The project will connect the existing water main on NP Avenue, bore under the BNSF railroad track, through an existing utility easement and be stubbed to Main Avenue for connection during the 2027 Main Avenue Reconstruction Project.

KPH is the Prime Contractor.

Final Balancing Change Order #3 in the amount of \$385.32, reconciles the final quantities of the project. This change order also includes additional seeding completed at the request of the Engineer with an additional cost of \$2,690.82.

Original Contract	\$ 553,003.00
Change Order #2	\$ 46,657.00
Change Order #3 (FBCO)	\$ 385.32
<u>Total Contract</u>	<u>\$ 600,045.32</u>

This project is funded by Water Utility Funds and Sales Tax.

**Recommended Motion:**

Approve Final Balancing Change Order #3 in the amount of \$385.32 for Project No.UR-24-C1.

STG/klb  
Attachment

**CHANGE ORDER REPORT**

Final Balancing  
Change Order

**WATER MAIN CROSSING - BNSF RR BETWEEN MAIN AVE AND NP AVE, WEST OF UNIVERSITY DR**

**PROJECT NO. UR-24-C1**

**14TH STREET N BETWEEN MAIN AVE AND NP AVE**

**Change Order No 3**      **Change Order Date** 12/15/2025  
**Contractor** KPH, Inc.

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

**EXPLANATION OF CHANGE**      Change Order # 3

Final Balancing Change Order

Section	Line No	Item Description	Unit	Orig Cont Qty	Prev		Curr		Tot Cont Qty	Unit Price (\$)	C/O Ext Price (\$)
					C/O	Qty	C/O	Qty			
Water Main	1	F&I Fittings C153 Ductile Iron	LB	320			320	-69	251	\$15.00	-\$1,035.00
	2	F&I Hydrant	EA	1			1	-1	0	\$8,000.00	-\$8,000.00
	4	F&I Pipe C900 DR 18 -6" Dia PVC	LF	10			10	-10	0	\$60.00	-\$600.00
	5	F&I Pipe C900 DR 18 - 16" Dia PVC	LF	284			284	-3	281	\$230.00	-\$690.00
	6	F&I Pipe w/GB C900 DR 18 - 16" Dia PVC	LF	8			8	35.7	43.7	\$300.00	\$10,710.00
	7	F&I Gate Valve 6" Dia	EA	1			1	-1	0	\$2,850.00	-\$2,850.00
	9	Flagging & Inspection	Days	60			60	-30	30	\$1.00	-\$30.00
<b>Water Main Sub Total</b>											<b>-\$2,495.00</b>

Section	Line No	Item Description	Unit	Orig Cont Qty	Prev C/O Qty	Prev Cont Qty	Curr C/O Qty	Tot Cont Qty	Unit Price (\$)	C/O Ext Price (\$)
Paving	10	F&I Edge Drain 4" Dia PVC	LF	9	9	9	31	40	\$22.00	\$682.00
	11	Rem & Repl Pavement 6" Thick Reinf Conc	SY	6	6	6	-6	0	\$375.00	-\$2,250.00
	12	Rem & Repl Driveway 7" Thick Reinf Conc	SY	7.000000000000000002	7.000000000000000002	10.42	17.42	17.42	\$375.00	\$3,907.50
	14	Inlet Protection - Existing Inlet	EA	9	9	9	-1	8	\$2,150.00	-\$2,150.00
Change Order 3	25	Seeding Type C	SY	0	0	0	1661	1661	\$1.62	\$2,690.82
									<b>Paving Sub Total</b>	<b>\$189.50</b>
									<b>Change Order 3 Sub Total</b>	<b>\$2,690.82</b>

**Summary.**

<b>Source Of Funding</b>	Water Utility Fund
<b>Net Amount Change Order # 3 (\$)</b>	\$385.32
<b>Previous Change Orders (\$)</b>	\$46,657.00
<b>Original Contract Amount (\$)</b>	\$553,003.00
<b>Total Contract Amount (\$)</b>	\$600,045.32

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

APPROVED

For Contractor

Title

Digitally signed by Josh Smith  
 DN: C=US,  
 E=jsmith@kphinc.net, O=KPH,  
 Inc., CN=Josh Smith  
 Date: 2026.04.27 16:54:13-05'00'

**Josh Smith**

Project Manager

APPROVED DATE

Department Head

Mayor

Attest

REPORT OF ACTION

7

CONTRACTOR SELECTION COMMITTEE

Multimodal 3D LiDar Vehicle & Pedestrian Detection System

Date of Hearing: April 30, 2026

<u>Routing</u>	<u>Date</u>
City Commission	5/11/2026
Consultant File	
Project File	X
Petitioners	X
Selection Committee	X

Proposal Received for:

Multimodal 3D LiDar Vehicle & Pedestrian Detection System - City Project No. MS-25-B1

Proposals were received from the following suppliers for this detection system project:

1. Aeva Inc.
2. Traffic Control Corp.

The Selection Committee evaluated proposals based on the criteria outlined within the RFP:

<u>Criteria</u>	<u>Points</u>
Compliance with technical requirements	10
Demonstrated multimodal detection accuracy and 3D tracking capability	10
Integration capabilities with existing controller infrastructure	10
Robustness in adverse weather and environmental conditions	10
Quality of analytics platform and safety insights	10
Long-term support availability	10
Total cost of ownership	40


Following review of the proposals, the Selection Committee met to jointly rank the firms for selection of the preferred contractor. The top supplier was identified as Aeva Inc.

The proposal from Traffic Control Corp had a cost of \$209,850 and the proposal from Aeva Inc. had an original cost of \$238,710, and a revised proposal of \$206,850. The work will be paid by unit rates after installation. Street Light & Traffic Control Device Utility Funds will be used for this project initially, but will be fully reimbursed from the US DOT as part of our SMART Grant Project.

Recommended Motion:

Concur with the Selection Committee and recommend contract award to Aeva Inc for City Project No. MS-25-B1.

<u>Committee:</u>	<u>Present</u>	<u>Yes</u>	<u>No</u>	<u>Unanimous</u>
				X
Jeremy Gorden, Division Engineer, Transportation	X	X		
Al Schumacher, Operations Manager, Signals & Lighting	X	X		
Kevin Morlan, Asst. Operations Manager, Signals & Lighting	X	X		

  
 \_\_\_\_\_  
 Jeremy Gorden, PE, PTOE  
 Division Engineer, Transportation

# QUOTATION

**AEVA**  
555 Ellis St.  
Mountain View, CA

**Date** 5/1/26  
**Quotation #**  
**Customer ID**

**Quotation For:**  
**Contact**  
**Email:** Aeva Inc City of Fargo ND  
**Address:** RFP – Multimodal 3D LiDAR  
**Reference:** Vehicle & Pedestrian Detection System  
Project No. MS-25-B1  
**Comments or Special Instructions:**

**Quotation valid until** 8/1/26  
**Prepared by**  
**Email:**  
**Est. Delivery Date** 7 Weeks  
**FOB Point**  
**Terms** Net 30

1. All costs are one-time. There are no ongoing subscription or license fees.
2. Quote does not include mounting of sensors, pulling cabling, and high voltage work
3. Modem / backhaul not included. AEVA will temporarily provide a modem for commissioning
4. This solution does not require cloud services and stays on the agency's network
5. The City will provide all network cables and POE extenders where necessary

HARDWARE/SOFTWARE/MATERIALS				
Description	PN	Cost	Qty	Ext. Cost
<b>Intersection Detection Solution</b>				
AEVA CityOS™ LiDAR-based Intersection Detection/Data Solution : 2 Aeva Orion 4D LIDAR sensors, 2 mounting kits, 2 PoE++ injectors, GPU preloaded with perception and Integrator AI basic intersection package- object analytics of vehicles, pedestrians, bicycles, SDLC module and controller interface H/W, Web-based dashboard	11-023287/01	\$ 24,450	7	\$ 171,150
<b>Pro Add-On Package</b>				
The Pro Software Package adds the following to the AEVA CityOS™ Base System: Enhanced analytics and reporting, V2X messaging, performance measurement, and optimization capabilities including: Automated Incident Detection (AID+) App NTCIP 1209 Reporting App Object Analytics App SPM+ Signal Performance Measures App Turning Movement Counts App V2X MAP, SPaT and SDSM App	11-023287/PRO	\$ 4,700	6	\$ 28,200
<b>Cables and Accessories:</b> 1000' of Cat6 plenum ethernet cable (burial shielded/draind), Ethernet Extender as needed, misc. in-cabinet cables	Provided by the City		0	
<b>TOTAL</b>				<b>\$ 199,350</b>

SERVICES				
Description	PN	Unit Price	Quantity	Ext. Amount
Support Services (onsite and remote) per day	SUPPORT SERVICES	1,500.00	5	\$ 7,500
year 1 Annual Software Maintenance & Warranty Package	SWMANT	incl	7	
Software Maintenance Package years 2&3	SUPPORT SERVICES	1,100.00	0	\$ -
<b>TOTAL</b>				<b>\$ 7,500</b>

*Scott Carlson*

0.00%

 Sales Tax (if applicable)

Subtotal	\$ 206,850.00
Delivery	FOB Origin
Other	\$ -
<b>TOTAL</b>	<b>\$ 206,850.00</b>

PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

8

Type: Infrastructure Construction Agreement

Location: 4000 County Rd 81

Date of Hearing: 5/4/2026

<u>Routing</u>	<u>Date</u>
City Commission	5/11/2026
PWPEC File	X
Project File	Kevin Gorder

The Committee reviewed a communication from Division Engineer, Kevin Gorder, regarding an Infrastructure Construction Agreement at 4000 County Road 81 with Eastdale, LLC to allow Northdale Oil to complete construction on the public infrastructure to their site.

Northdale was informed that if they chose this option, they would be required to pay for the work and an assessment would not be allowed.

On a motion by Brenda Derrig, seconded by Susan Thompson, the Committee voted to recommend approval of the Infrastructure Construction Agreement with Eastdale, LLC for 4000 County Road 81.

RECOMMENDED MOTION

Concur with the recommendations of PWPEC and approve the Infrastructure Construction Agreement with Eastdale, LLC for 4000 County Road 81.

PROJECT FINANCING INFORMATION:

Recommended source of funding for project: \_\_\_\_\_ N/A \_\_\_\_\_

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

Yes	No
N/A	
N/A	
N/A	


COMMITTEE

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

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

ATTEST:

C: Kristi Olson

  
Tom Knakmuhs, P.E.  
City Engineer

# Memorandum

**To:** Members of PWPEC  
**From:** Kevin Gorder - Division Engineer  
**Date:** May 1, 2026  
**Re:** Northdale Oil Infrastructure Construction Agreement

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## **Background:**

Northdale Oil has started construction on their buildings and site and needed services for their facility. Typically, the City would bid a project and build the public infrastructure. Northdale Oil wanted to accelerate this construction and include the public portion of the sanitary sewer with the City overseeing the work so it can be installed first thing this spring. Northdale was informed that if they chose this option, they would be required to pay for the work and an assessment would not be allowed. An Agreement was developed and Northdale has signed this Agreement.

## **Recommended Motion:**

Approve the Infrastructure Construction Agreement and forward to the City Commission for signature.

KOG/jmg  
Attachment

**INFRASTRUCTURE CONSTRUCTION AGREEMENT**

**THIS INFRASTRUCTURE CONSTRUCTION AGREEMENT** ("Agreement"), is made and entered by and between the City of Fargo, a municipal corporation (hereinafter referred to as "City"), and Eastdale, LLC, a Minnesota limited liability corporation, (hereinafter referred to as "Eastdale" or "Developer").

**WHEREAS**, Eastdale is developing the real property located at 4000 County Road 81 North, within the city of Fargo, and has requested to connect to City utility services at this location;

**WHEREAS**, Eastdale has requested to complete the construction and installation of the necessary infrastructure, which will be publicly owned and maintained by the City;

**WHEREAS**, Eastdale previously entered into a Amenities Plan with the City, dated June 25, 2025, which provides how the utility services and supporting infrastructure are to be constructed and installed upon the property (hereafter the "Utility Infrastructure"), and further provides that Eastdale shall be responsible for all costs to install the Utility Infrastructure as part of the land platting process;

**WHEREAS**, Eastdale is now also requesting to complete the construction and installation of the Utility Infrastructure by hiring a North Dakota licensed contractor to complete the work;

**WHEREAS**, based on the mutual benefits to both parties, the City is willing to allow Eastdale to privately install the Utility Infrastructure, subject to certain limitations and conditions as provided herein.

**NOW, THEREFORE**, for good and valuable consideration, it is hereby agreed by and between the parties hereto as follows:

1. Developer holds all right, title, and interest in the following described real property, specifically:

Lot 1, Block 1 of Northdale First Addition situated in the City of Fargo, Cass County, North Dakota (the "Property")

2. Developer has hired an engineering firm to develop plans for construction and installation of the Utility Infrastructure. The City Engineering Department has reviewed the plans and determined the design satisfies City Specifications and Requirements for the Property.

3. Developer will hire a Professional Engineer, licensed in the State of the North Dakota, to supervise the construction and installation of the Utility Infrastructure in accordance with the plans reviewed by the City Engineering Department. Developer shall inform the City of the schedule of construction and shall allow City staff to inspect and verify that the construction and installation of the Utility Infrastructure meets all City Specifications and Requirements.

4. The City will supply a testing schedule that the Developer must follow to ensure all materials satisfy City Specifications. In addition, the City will provide testing requirements to ensure the construction methods meet City Specifications.

5. The Developer will provide a bid summary for the associated work to construct and install the Utility Infrastructure. Developer shall make all payments directly to the Contractor. In

addition, the Developer will make payment to the City for its oversight on this developer bid project with no special assessments as per the approved Infrastructure Funding Policy.

6. Developer agrees to maintain all of the Utility Infrastructure installed upon the Property by this project until fully accepted by the City. If the City does not accept the project, the Developer will be responsible to make any and all corrections required to obtain City acceptance. If the Developer does not make the required corrections, the City reserves the right to make the corrections necessary to obtain acceptance. If the City undertakes work to make corrections or otherwise as needed to obtain acceptance of the project, the Developer shall reimburse the City for all costs and expenses incurred by City. City shall have the sole discretion to determine the corrections needed to obtain acceptance of the project.

7. Developer's failure to complete any repairs or corrections to the work in a timely manner shall result in City undertaking the work. The parties understand and agree that City shall assess the costs directly to the Property following the Infrastructure Funding Policy in effect at the time of the repairs. City will levy special assessments against the Property to recover all costs of such repairs, in accordance with North Dakota Century Code Chapter 40-22. The Developer waives its right to protest the resolution of necessity for the improvements for which such resolutions are required pursuant to North Dakota Century Code § 40-22-17, and specifically consents to the construction of the improvements and to the assessment of all costs thereof to the Property. The Owner further waives its right to protest the amount, benefit or any other assessment attribute related to the work completed by City. Project costs, which may be assessed against the Property, include all costs of completing the project, including engineering, fiscal agent's and attorney fees, and all other costs authorized by law.

8. If any provision, section, or clause herein is held by a court with jurisdiction to be illegal or invalid for any reason, such illegality or invalidity shall not affect the validity of the remainder of this Agreement.

9. The parties hereby stipulate and agree that this Agreement is controlled by the laws of North Dakota and that the State District Court of Cass County, North Dakota, shall be the sole and exclusive venue for any lawsuit pertaining to this Agreement.

10. This Agreement may be recorded against the Property by either of the parties.

11. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

Dated this 24 day of March, 2026.

**EASTDALE, LLC**

BY: Scott Peck

ITS: President

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

On this day of 3/24/26 before me, a notary public in and for said county and state, personally appeared Scott Peck to me known to be the President of EASTDALE, LLC a Minnesota limited liability company and the entity described herein and that executed the within and foregoing instrument, and acknowledged to me that said entity executed the same.



Tracie Johnson  
Notary Public

(SEAL)

Cass County, North Dakota



9

REPORT OF ACTION

PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

Improvement District No. BN-25-A0

Type: Amendments #4 & #5

Location: 64th Ave S & I-29

Date of Hearing: 5/4/2026

<u>Routing</u>	<u>Date</u>
City Commission	5/11/2026
PWPEC File	X
Project File	Eric Hodgson

The Committee reviewed the accompanying correspondence from Project Manager, Eric Hodgson, regarding Amendments #4 & #5 in the amount of \$383,287.00 for additional work.

Staff is recommending approval of Amendments #4 & #5 in the amount of \$383,287.00, bringing the total contract amount to \$1,454,322.25 to Bolton & Menk.

On a motion by Brenda Derrig, seconded by Nicole Crutchfield, the Committee voted to recommend approval of Amendments #4 & #5 to Bolton & Menk.

RECOMMENDED MOTION

Concur with the recommendation of PWPEC and approve Amendments #4 & #5 in the amount of \$383,287.00, bringing the total contract amount to \$1,454,322.25 to Bolton & Menk.

PROJECT FINANCING INFORMATION:

Recommended source of funding for project: Sales Tax & Special Assessments


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

COMMITTEE

	<u>Present</u>	<u>Yes</u>	<u>No</u>	<u>Unanimous</u>
				<input checked="" type="checkbox"/>
Tim Mahoney, Mayor	<input type="checkbox"/>	<input 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 checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Brenda Derrig, Assistant City Administrator	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
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:** Eric Hodgson, Civil Engineer II  
**Date:** May 4, 2026  
**Re:** Improvement District No. BN-25-A0 – Amendment's #4 & #5  
64<sup>th</sup> Avenue South & I29 Interchange

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## Background:

The City of Fargo procured federal funding in January 2020, for the 2025 construction of the 64<sup>th</sup> Avenue South & I29 Interchange. Bolton & Menk, Inc. was selected in January 2023 to perform the design engineering work for the project (No. BN-25-A).

In April 2023, the NDDOT revoked the 2025 federal funding due to surging construction costs in the state. Later, new federal funding was issued for 2028 construction. Due to these developments, it is our belief that it'll be cheaper overall for us to perform a dirt work project prior to 2028. Performing any work now will be cheaper than performing the same work later due to inflation. Additionally, an earlier project will allow time for the earthwork settlement needed when constructing a bridge, which will allow us to not have to use lightweight fill in the embankment construction, which can also be costly. This will also give us a better opportunity to complete the 2028 project in one construction season versus needing two.

- **Amendment 4:** Addresses the additional cost associated with splitting up the plans and creating an additional plan set. It also includes out of scope work already performed to evaluate the viability of performing an earlier project.
- **Amendment 5:** Addresses the additional cost associated with having Bolton and Menk perform the construction inspection for this earlier project. This amendment also includes the cost for Braun Intertec to perform testing and inspection work as well.

Included in this packet is the additional scope of work for Amendment #4 in the amount of \$184,724 and Amendment #5 in the amount of \$198,563 for the referenced project in the total amount of \$383,287.

## Recommended Motion:

Approve Amendment #4 and #5 in the total amount of \$383,287.00 for BN-25-A0.

EBH/klb

Attachments:

- Amendment #4
- Amendment #5



Scope of Services: Amendment # 4

Project BN-25-A0: 64<sup>th</sup> Avenue South & I-29 Interchange

PCN 24477, IM-8-029(219)058

March 27, 2026

Amendment # 4 is needed to account for additional labor necessary to develop a standalone design and plan set with expedited timelines for completion to bid and begin construction in 2026. This design and plan set will focus on placing embankment widening to act as a surcharge for consolidating earthen material between the Fall of 2026 and spring of 2028. The placement of this material in advance of permanent roadway and bridge widening improvements is a benefit to the overall project by utilizing available & low-cost material from excavation of the nearby Southwest Regional Pond and allowing settlement of earthen material to occur over 20+ months instead of a few weeks.

Anticipated design project between 4/14/26 and 6/30/26 (11 weeks) for a bid date by 8/31/26 so that earthen embankment material can be placed and compacted between September and October 2026.

The Bolton & Menk team will be responsible for completing the following tasks:

**Task 1: Project Administration**

Task includes day-to-day project management and administration for developing a standalone plan set with expedited timelines. Additional time required to update normal project meeting agendas, minutes, progress reports, and invoicing with standalone plan set information.

**Task 4: Surveying & Mapping**

Task includes additional topographic survey and drone UAV LiDAR to collect the new existing surface after material has been placed and sat for 12 to 15 months. At the very latest, data will need to be collected by October 2027 so it can be included with final plans in December 2027 for a February 2028 bid opening and construction starting in May 2028. Task includes survey staff utilizing GPS equipment for ground truthing to supplement a drone LiDAR flight collecting the bulk of data. The volume of material placed and compacted will be calculated by our survey of the interchange and validated/confirmed by the contractors own survey of material excavated from the SW Regional Pond. A plan note will be written to describe this contractor performed task.

Additionally, another GPS & LiDAR drone survey will need to be conducted in the Spring of 2028 immediately before construction starts to determine if additional material consolidation occurred which would effect the volume of final grading earthwork needed.

**Task 8: Final Design and Plan Preparation**

Task includes additional corridor modeling and earthwork calculations to advance two design alternatives to the preliminary design stage to develop plan & profile sheets, cross sections, quantities, and cost estimates such that the City can make informed decisions. Task includes final design for plan sections 1, 2, 4, 6, 8, 10, 11, 20, 30, 40, 51, 55/60, 75, 76, 77, 80, 100, 175, and 200. Title sheet, table of contents, scope of work, notes, summary of estimated quantities, basis of estimate, earthwork, details, typical sections, removals, allowable pipe list, drainage /

plan & profile, wetland impacts & mitigation, temporary and permanent erosion control, fencing layout, work zone traffic control, soil boring logs, and cross sections. Task includes utility coordination, engineering, and conflict plans. Task includes preparation of an engineers estimate and the necessary special provisions. Task includes formal QAQC at the 90% and 100% plan deliverable stages and addressing plan review comments from NDDOT and City of Fargo.

**Delivery of Data, Format, and Standards:** All data will become property of the City of Fargo and NDDOT upon completion. All data will be generated in the following formats and standards were applicable:

- Microsoft Word, Excel, Teams, and Project
- Bentley ORD 2024
- NDDOT CADD Manual
- NDDOT Consultant Survey Manual Chapter 19
- NDDOT CADD Editing Standards Manual Chapter 21
- NDDOT Data Collection Codes and Procedures
- NDDOT Design Manual and Plan Preparation Guide Website
- NDDOT Right of Way Manual
- NDDOT Standard Specifications for Road and Bridge Construction
- City of Fargo Standard Specifications for water and sanitary sewer improvements
- Adobe Acrobat Reader Pro

**Schedule:**

4/6/26 – City of Fargo PWPEC Meeting  
4/13/26 – City of Fargo Commission Meeting  
4/14/26 – Notice to Proceed  
5/15/26 – 50% Plans for City & DOT Review  
6/15/26 – 90% Plans for City & DOT Review  
6/30/26 – 100% Final Plan Submittal  
7/31/26 – Bid Date  
August 2026 – City Approval of Bid & Contract  
September & October 2026 - Construction

Detailed Cost Estimate

Client: City of Fargo Project: BN-25-A0 (I-29 & 64th Ave S Ramps) - Amendment # 4		Bolton & Menk, Inc.					Totals	Costs
Task No.	Work Task Description	Project Manager C. Dahl	Design Engineer T. Schmaltz	Design Engineer C. Brown	Survey Manager S. Thomasson	Surveyor C. Marum		
<b>1.0 Project Administration</b>								
1.1	Meeting Agendas & Minutes	7					7	\$1,526.00
1.2	Bi-weekly Progress Reports & Schedule Updates	7					7	\$1,526.00
1.3	Day-to-Day Project Management and Coordination	28					28	\$6,104.00
	<b>Subtotal Hours - Task 1</b>	<b>42</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>42</b>	<b>\$9,156.00</b>
<b>4.0 Surveying and Mapping</b>								
4.1	Additional topographic survey for new existing surface after surcharge - Fall 2027				2	16	18	\$3,544.00
4.2	Survey Processing, Surface Creation, Quantity Verification - Fall 2027		8		2	16	8	\$1,392.00
4.3	Spring 2028 Pre-Construction Survey, Surface, Quantities		8		2	16	26	\$4,936.00
	<b>Subtotal Hours - Task 4</b>	<b>0</b>	<b>16</b>	<b>0</b>	<b>4</b>	<b>32</b>	<b>52</b>	<b>\$9,872.00</b>
<b>8.0 Final Design and Plan Preparation</b>								
8.1	Surcharge Viability, Limits, Quantities, Cost - two alternatives	20	136	68			224	\$39,176.00
8.2	Corridor Modeling and Earthwork - one alternative		180	100			280	\$47,720.00
8.3	Plan Sections 1, 2, 4, 6, 8, 10, 11, 20, 30, 40, 51, 55, 60, 75, 76, 77, 80, 100, & 175 - one alternative	24	120	120			264	\$45,792.00
8.4	Section 200 Cross Section sheeting & cleanup		100	40			140	\$23,960.00
8.5	Utility Coordination, Engineering, Conflict Plans	8		80			88	\$14,864.00
8.6	Engineers Estimate and Special Provisions	20					20	\$4,360.00
8.7	QA/QC & Address Client Comments	40	60	60			160	\$29,000.00
	<b>Subtotal Hours - Task 8</b>	<b>92</b>	<b>460</b>	<b>400</b>	<b>0</b>	<b>0</b>	<b>952</b>	<b>\$165,656.00</b>
<b>Total Hours</b>		<b>134</b>	<b>476</b>	<b>400</b>	<b>4</b>	<b>32</b>	<b>1046</b>	
<b>Average Hourly Rate - 2025</b>		<b>\$218.00</b>	<b>\$174.00</b>	<b>\$164.00</b>	<b>\$212.00</b>	<b>\$195.00</b>		
<b>Subtotal</b>		<b>\$29,712.00</b>	<b>\$82,824.00</b>	<b>\$65,600.00</b>	<b>\$848.00</b>	<b>\$6,240.00</b>		
<b>Total Fee</b>								<b>\$184,724.00</b>

Detailed Cost Estimate

Client: City of Fargo

Project: BN-25-A0 (I-29 & 64th Ave S Ramps) - Amendment # 4

Bolton & Menk, Inc.

Task No.	Work Task Description	Project Manager	Design Engineer	Design Engineer	Design Engineer	Survey Manager	Surveyor	Total Hours	Total Cost
	<b>HIDE</b>	C. Dahl	T. Schmaltz	C. Brown	S. Thomasson	C. Marum			
1.0	Project Administration	42	0	0	0	0	0	42	\$9,156.00
4.0	Surveying and Mapping	0	16	0	4	32	32	52	\$9,872.00
8.0	Final Design and Plan Preparation	92	460	400	0	0	0	952	\$165,696.00
	<b>Total Hours</b>	134	476	400	4	32	32	1046	
	<b>Average Hourly Rate - 2026</b>	\$218.00	\$174.00	\$164.00	\$212.00	\$195.00	\$195.00		
	<b>Subtotal</b>	\$29,212	\$82,824	\$65,600	\$848	\$6,240	\$6,240		

**Total Fee \$184,724.00**

Amendment # 4 Cost Form

Improvement District No.: BN-25-A0

Type: Separate plan set for embankment placement in Fall 2026

Location: 64th Avenue S at I-29

Task No.	Work Task Description	Fixed Fee Lump Sum
1	Project Administration	\$9,156.00
2	Preliminary Engineering Interchange Alternatives	\$0.00
3	Interstate System Access Change Request (ISACR)	\$0.00
4	Preliminary Survey	\$9,872.00
5	Environmental Document (Documented CATEX)	\$0.00
6	Geotechnical Investigation	\$0.00
7	All Meetings	\$0.00
8	Final Design and Plan Preparation	\$165,696.00
<b>Total Not to Exceed - Amendment # 4</b>		<b>\$184,724.00</b>

Task	Description	Fee Before Amendment	Amendment # 4	Fee After Amendment
1	Project Administration	\$117,128.50	\$9,156.00	\$126,284.50
2	Preliminary Engineering Interchange Alternatives	\$162,105.00		\$162,105.00
3	Interstate System Access Change Request (ISACR)	\$84,322.00		\$84,322.00
4	Preliminary Survey	\$40,532.25	\$9,872.00	\$50,404.25
5	Environmental Document (Documented CATEX)	\$75,891.00		\$75,891.00
6	Geotechnical Investigation	\$21,749.00		\$21,749.00
7	All Meetings	\$122,234.50		\$122,234.50
8	Final Design and Plan Preparation	\$447,073.00	\$165,696.00	\$612,769.00
	Total	\$1,071,035.25	\$184,724.00	\$1,255,759.25

**AMENDMENT NO. 4**  
**64<sup>th</sup> Avenue South & I29 Interchange**

This Amendment No. 4 is entered into by and between the City of Fargo and Bolton & Menk, Inc., in order to amend the contract dated February 3<sup>rd</sup>, 2023, thereto as follows:

- 1. Exhibit A: Scope of Services, pages 6 to 11, is amended to include additional labor for tasks below to develop a standalone design and plan set for embankment widening to act as a surcharge for consolidating earthen material between the fall of 2026 and spring of 2028.

Task	Description	Fee Before Amendment	Amendment # 4	Fee After Amendment
1	Project Administration	\$117,128.50	\$9,156.00	\$126,284.50
2	Preliminary Engineering Interchange Alternatives	\$162,105.00		\$162,105.00
3	Interstate System Access Change Request (ISACR)	\$84,322.00		\$84,322.00
4	Preliminary Survey	\$40,532.25	\$9,872.00	\$50,404.25
5	Environmental Document (Documented CATEX)	\$75,891.00		\$75,891.00
6	Geotechnical Investigation	\$21,749.00		\$21,749.00
7	All Meetings	\$122,234.50		\$122,234.50
8	Final Design and Plan Preparation	\$447,073.00	\$165,696.00	\$612,769.00
Total		\$1,071,035.25	\$184,724.00	\$1,255,759.25

All other terms and conditions of the original contract dated February 3<sup>rd</sup>, 2023 not expressly amended herein remain in full force and effect.

**City of Fargo**

**BOLTON & MENK, INC.**

By: \_\_\_\_\_

By:  \_\_\_\_\_  
6991F195A47A46C...

Name: \_\_\_\_\_

Name: Aaron Warford

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

Title: Vice President

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

Date: 4/30/2026

Attested By: \_\_\_\_\_

Witnessed By: /s/ Chris Dahl



Real People. Real Solutions.

4334 18th Ave South  
Suite 101  
Fargo, ND 58103

Phone: (701) 566-5339  
Bolton-Menk.com

Scope of Services: Amendment # 5

Project BN-25-A0: 64<sup>th</sup> Avenue South & I-29 Interchange

PCN 24477, IM-8-029(219)058

April 10, 2026

Amendment #5 is needed to account for construction observation for embankment widening of the interchange in the fall of 2026. Anticipated bid date by 7/31/26 so that earthen embankment material can be placed and compacted between September and November 2026. We've assumed one project manager (lead inspector) will be on site 5.5 days/week for 11 hour days (average, more in September, less in November due to daylight) starting September 8<sup>th</sup>, 2026 through November 14<sup>th</sup>, 2026. This totals 55 working days for the project construction and days that inspection staff will be on site.

Construction survey associated with this amendment are anticipated to be required on an intermittent basis over the estimated 10-week construction period between September and November 2026. Survey staffing and hours have been developed to align with the phased nature of embankment construction and borrow material operations. It is assumed that one survey crew will be required an average of two (2) eight-hour days per week over the estimated 10-week construction duration, with site visits coordinated to match construction sequencing and field conditions.

The Bolton & Menk team will be responsible for completing the following scope of work:

**Task 9: Construction Administration**

Task includes day-to-day project management and administration for a standard NDDOT construction project documented in CARS and with coordination with City of Fargo and NDDOT Fargo District.

The Project Engineer will schedule and conduct the pre-construction conference upon contractor's request, document pertinent information, and assemble documents for meetings. The Project Engineer will also distribute invitations and prepare and distribute meeting minutes. The Project Engineer, Project Manager, and Project Inspectors will study plans, specifications, and award documents in preparation for the conference and prior to start of construction.

The Project Manager shall consistently review the contractor's schedule to identify any potential conflicts or problems and keep the Project Engineer updated on project schedule through progress reports and conversations. If any unforeseen events/conditions arise during the project, the Project Manager will consult with the Project Engineer who will then discuss with the City of Fargo and NDDOT and coordinate with the contractor on the proposed solution.

Name: Amendment #5 – BN-25-A0: 64<sup>th</sup> Avenue South & I-29 Interchange

Date: April 10, 2026

Page: 2

### **Construction Observation**

Task includes on-site construction observation and inspection of culvert & end section removal, fence removal, stabilized construction entrance, topsoil stripping & stockpiling, excavation for sand layer installation, embankment widening, new culverts and end sections, temporary and permanent erosion control, and fence placement. Includes observing placement of temporary traffic control devices in the form of single lane closures on 64<sup>th</sup> Ave immediately adjacent to the quadrant being worked on.

The project engineer shall review all submittals, inspection diaries, pay quantity estimates, complete EEO documents and weekly progress reports amongst other tasks on a regular basis. The project engineer shall provide oversight to all field personnel on project related items. The project engineer shall lead communications with the contractor, scheduling weekly meetings and informing the City of Fargo and NDDOT of any deviations from the schedule or other project concerns. Final records will be completed in a timely manner after final project completion and acceptance and submitted for completion by early.

The Project Manager shall provide oversight of all construction activities for the project. The Project Manager will also provide oversight and approval of all project records, progress reports, and pay quantity entries. All personnel assigned to the project will study project plans, specifications, and award documents prior to start of each construction operation. The Project Manager will conduct daily inspections of the work zone traffic control devices. The contractor will be notified immediately of any deficiencies.

The Project Manager shall be on site at all times while construction is in progress. The on-site project team will complete and enter all Daily Inspection Diaries into CARS, as well as Pay Quantity Entries (PQE). Three separate parties will enter, check, and approve PQE's. Progressive Estimates will be submitted every 1-2 weeks based on the completed work activities.

All construction inspection and management staff will adhere to the most recent version of the NDDOT Construction Records Manual for proper procedures, documentation, and instructions for the operations of CARS.

### **Construction Surveying**

Task includes surveyors placing slope stakes for limits of excavation, staking the limits of the existing sand layer to identify starting locations for embankment placement, surveying topsoil stockpile volumes, and performing construction-phase surface topographic surveys. Task also includes repeated ground-based topographic surveys of borrow pits to determine sand quantities prior to material removal and following material removal at multiple stages during construction.

Name: Amendment #5 – BN-25-A0: 64<sup>th</sup> Avenue South & I-29 Interchange

Date: April 10, 2026

Page: 3

Survey services will include the following:

- Establishment and verification of project horizontal and vertical control as required to support construction staking and survey data collection.
- Construction staking for embankment widening and surcharge work, including staking of limits of excavation, grading limits, slope stakes, and identification of existing sand layer extents as shown in the approved plans.
- Construction-phase topographic data collection and development of surface models following major construction stages, including:
  - After topsoil stripping
  - After embankment placement
- Ground-based topographic surveys of borrow pits, including multiple survey events to document surface conditions before material removal and after material removal for construction-phase material quantity determination.

Note that scoped surveying services for this construction project are not duplicates of scoped surveying as a part of the embankment widening design project.

All survey data, models, and supporting documentation will be prepared and delivered in formats consistent with NDDOT and City of Fargo requirements.

#### **Sub-Consultant Braun Intertec Material Testing**

Task performed by Braun for gradation testing of sand, moisture & density tests of sand, and moisture & density tests of embankment. Preliminary quantities are 30,000 Tons of sand and 115,000 CY of borrow material placed. See separate scope and fee from Braun Intertec.

**Delivery of Data, Format, and Standards:** All data will become property of the City of Fargo and NDDOT upon completion. All data will be generated in the following formats and standards where applicable:

- Microsoft Word, Excel, Teams
- NDDOT Consultant Survey Manual Chapter 19
- NDDOT CADD Editing Standards Manual Chapter 21
- NDDOT Data Collection Codes and Procedures
- NDDOT Design Manual and Plan Preparation Guide Website
- NDDOT Right of Way Manual
- NDDOT Standard Specifications for Road and Bridge Construction
- City of Fargo Standard Specifications for water and sanitary sewer improvements
- Adobe Acrobat Reader Pro

#### **Estimated Schedule:**

7/31/26 – Bid Date

August 2026 – City Approval of Bid & Contract

September-November 2026 - Construction

April 10, 2026

Proposal 10010420\_001

Mr. Grant Kuper, PE  
**Bolton & Menk, Inc.**  
4334 18<sup>th</sup> Avenue South, Suite 101  
Fargo, ND 58103

Re: Proposal for Construction Materials Testing Services  
64th Avenue South Interchange  
Embankment Construction  
Fargo, North Dakota

Dear Mr. Kuper:

Braun Intertec Corporation (Braun Intertec) submits this proposal to provide construction materials testing services for the 64th Avenue South Interchange Project in Fargo, North Dakota.

## **Our Understanding of Project**

We understand this project will include the construction of embankments for the future placement of on and off ramps for the Interstate 29 64<sup>th</sup> Avenue South interchange. The construction will consist of the placement of a sand drainage layer beneath the new embankment construction and connecting to the existing overpass embankment sand drainage layer along with embankment construction for on and off ramps and widening the existing overpass embankment. This project also includes the installation of one culvert.

## **Available Project Information**

This proposal was prepared using the following documents and information.

- Preliminary plans prepared by Bolton & Menk, Inc., dated March 27, 2026.
- NDDOT 2025 Standard Specifications for Road and Bridge Construction.
- NDDOT 2025 Field Sampling and Testing Manual.

## **Braun Intertec Project Personnel**

For this project, we will furnish certified technicians who will conduct the requested testing. We will also provide any equipment needed to perform tasks necessary to provide engineer's acceptance of project materials related to soils and aggregates.



## Scope of Services

Qualified Braun Intertec technicians will provide the required observation and testing services under the direction of a registered professional engineer, either on a full-time or periodic basis depending on the construction schedule and when requested by Bolton & Menk's resident project engineer.

### Soil Related Services

- Perform sand cone and nuclear gauge density tests on embankment and utility backfill materials.
- Perform gradation tests on aggregate materials.
- Perform laboratory standard Proctor tests on backfill and fill materials.

### Project Communication, Engineering, and Reporting Services

- Project management, including scheduling of our field personnel.
- Review test reports and communicating with you and the parties you may designate, such as the project contractor(s), and other project team members, as needed.
- Engineering review as needed during construction.
- Transmit results to the project team using a web-based portal.

## Basis of Scope of Work

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

- We assume this project will be completed in the fall of 2026.
- We assume 125 trips to complete the density testing for this project.
- We understand the project engineer of record will review and approve the contractor's quality control submittals and test results.
- You, or others you may designate, will provide us with current and approved plans and specifications for the project. Modification to these plans must also be sent to us so we can review their incorporation into the work.
- No special site specific training or gear is required to complete our scope of services.



- We will require a minimum of 24 hours' notice for scheduling inspections for a specific time. Shorter than 24 hours' notice may impact our ability to perform the requested services, and the associated impacts will be the responsibility of others.

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

## Cost and Invoicing

We will furnish the services described herein for an estimated fee of **\$42,243.00**. **Our estimated costs are based on industry averages for construction production. Depending on the contractor's performance, our costs may be reduced or higher than estimated.** A tabulation showing our estimated hourly and/or unit rates associated with our proposed scope of services is also attached. The actual cost of our services will be based on the actual units or hours expended to meet the requirements of the project documents. You will be billed only for services provided on a time and materials basis.

Because our services are directly controlled by the schedule and performance of others, the actual cost may vary from our estimate. It is difficult to project all of the services and the quantity of services that may be required for any project. If services are required that are not discussed above, we will provide them at the rates shown in the attached table or, if not shown, at our current Schedule of Charges. We will invoice you on a monthly basis.



### General Remarks

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

We will provide our services under the terms of the Subconsultant Master Agreement For Professional Services dated January 8, 2025. To accept this proposal and authorize us to proceed, please sign and return it to us in its entirety.

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

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

Sincerely,

**Braun Intertec Corporation**

Michael Marquart  
Project Manager

Adam Nistler  
Senior Project Manager, Director

Ezra Ballinger, PE  
Principal Engineer

Attachments:  
Fee Estimate

The proposal is accepted, and Braun Intertec is authorized to proceed.

\_\_\_\_\_  
Authorizer's Firm

\_\_\_\_\_  
Authorizer's Signature

\_\_\_\_\_  
Authorizer's Name (please print or type)

\_\_\_\_\_  
Authorizer's Title

\_\_\_\_\_  
Date



the science you build on

**Fee Estimate**  
**10010420\_001**  
**64th Ave S Interchange, Embankment**

**Client:**  
 Bolton & Menk, Inc.  
 Grant Kuper  
 Attn: Accounts Payable  
 1960 Premier Dr  
 Mankato, MN 56001  
 (701) 540-7444

**Work Site Address:**  
 64th Ave S & Interstate 29  
 Fargo, North Dakota 58104

	Qty/Hours	Rate	Amount
<b>Task 1: Construction Materials Testing</b>			<b>\$29,355.00</b>
<b>Subtask 1.1: Soil</b>			
Soil Compaction Testing - Nuclear	250.00	103.00	\$25,750.00
<i>Embankment</i>	120 Trips @ 2 Hr	240.00	
<i>Storm Sewer</i>	5 Trips @ 2 Hr	10.00	
Soil Sample pick-up	15.00	103.00	\$1,545.00
Soil Compaction Testing - Non Nuclear	20.00	103.00	\$2,060.00
<b>Subtask 1.2: Laboratory Testing</b>			<b>\$3,368.00</b>
Soil Proctor MD Relationship (Standard) ASTM D698 each	10.00	217.00	\$2,170.00
Sieve Analysis with No. 200 wash (ASTM C136 and C117)	6.00	164.00	\$984.00
Lightweight Particles (ASTM C123, 2.0 spicific Gravity )	1.00	107.00	\$107.00
Aggregate Percent Crushed ASTM D5821 each	1.00	107.00	\$107.00
<b>Subtask 1.3: Project Management</b>			<b>\$9,520.00</b>
Project Manager	35.00	194.00	\$6,790.00
Principal Engineer	10.00	273.00	\$2,730.00
<b>Task 1 Total:</b>			<b>\$42,243.00</b>
<b>Project Total</b>			<b>\$42,243.00</b>

Detailed Cost Estimate

Client: City of Fargo Project: BN-25-A0 (1-29 & 64th Ave S Ramps) - Amendment # 5								
Task No.	Work Task Description	Project Engineer	Project Manager	Survey Manager	Survey Crew Chief	Administrative	Totals	Costs
	HIDE	G. Kuper	M. Clevenger	T. Olen	C. Marum	A. Couthart		

9.0 Construction Administration										
9.1	General Oversight	40	0	5	0	1	46	\$8,430.00		
9.2	Project Team Coordination meetings	10	0	0	0	0	10	\$1,850.00		
9.3	Invoicing and Wage Compliance	4	0	0	0	10	14	\$1,790.00		
9.4	On-site inspection, Quantity Recording, and Daily Diaries.	15	575	0	0	0	590	\$90,175.00		
9.5	CARS Paperwork and Pay Estimates	55	30	0	0	0	85	\$14,735.00		
9.6	Construction Staking & Topographic Survey	2	0	40	160	0	202	\$38,970.00		
<b>Subtotal Hours - Task/2</b>		<b>128</b>	<b>605</b>	<b>45</b>	<b>160</b>	<b>11</b>	<b>949</b>	<b>\$156,320.00</b>		
<b>Total Hours</b>										
<b>Average Hourly Rate - 2026</b>		<b>\$185.00</b>	<b>\$152.00</b>	<b>\$185.00</b>	<b>\$195.00</b>	<b>\$105.00</b>	<b>949</b>			
<b>Subtotal</b>		<b>\$23,680.00</b>	<b>\$91,960.00</b>	<b>\$8,325.00</b>	<b>\$31,200.00</b>	<b>\$1,155.00</b>				
<b>Total Fee</b>									<b>\$156,320.00</b>	

Detailed Cost Estimate

Client: City of Fargo

Project: BN-25-A0 (I-29 & 64th Ave S Ramps) - Amendment # 5

Task No.	Work Task Description	Project Engineer	Project Manager	Survey Manager	Survey Crew Chief	Administrative	Total Hours	Total Cost
	<b>HIDE</b>	G. Kuper	M. Clevenger	T. Olen	C. Marum	A. Couthart		

9.0	Construction Administration	128	605	45	160	11	949	\$156,320.00
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<b>Total Hours</b>		128	605	45	160	11	949	
<b>Average Hourly Rate - 2026</b>		\$185.00	\$152.00	\$185.00	\$195.00	\$105.00		
<b>Subtotal</b>		\$23,680	\$91,960	\$8,325	\$31,200	\$1,155		

**B&M Sub Total \$156,320.00**

Task	Description	Fee Before Amendment	Amendment # 5	Fee After Amendment
1	Project Administration	\$126,284.50	\$0.00	\$126,284.50
2	Preliminary Engineering Interchange Alternatives	\$162,105.00	\$0.00	\$162,105.00
3	Interstate System Access Change Request (ISACR)	\$84,322.00	\$0.00	\$84,322.00
4	Preliminary Survey	\$50,404.25	\$0.00	\$50,404.25
5	Environmental Document (Documented CATEX)	\$75,891.00	\$0.00	\$75,891.00
6	Geotechnical Investigation	\$21,749.00	\$0.00	\$21,749.00
7	All Meetings	\$122,234.50	\$0.00	\$122,234.50
8	Final Design and Plan Preparation	\$612,769.00	\$0.00	\$612,769.00
9	Construction Administration (Hourly NTE)	\$0.00	\$198,563.00	\$198,563.00
	Total	\$1,255,759.25	\$198,563.00	\$1,454,322.25

Amendment # 5 Cost Form

Improvement District No.: BN-25-A0

Type: Separate plan set for embankment placement in Fall 2026

Location: 64th Avenue S at I-29

Task No.	Work Task Description	
1	Project Administration	\$0.00
2	Preliminary Engineering Interchange Alternatives	\$0.00
3	Interstate System Access Change Request (ISACR)	\$0.00
4	Preliminary Survey	\$0.00
5	Environmental Document (Documented CATEX)	\$0.00
6	Geotechnical Investigation	\$0.00
7	All Meetings	\$0.00
8	Final Design and Plan Preparation	\$0.00
9	Construction Administration (Hourly NTE)	\$198,563.00
	<b>Total Not to Exceed - Amendment # 5</b>	<b>\$198,563.00</b>

**AMENDMENT NO. 5**  
**64<sup>th</sup> Avenue South & I29 Interchange**

This Amendment No. 5 is entered into by and between the City of Fargo and Bolton & Menk, Inc., in order to amend the contract dated February 3<sup>rd</sup>, 2023, thereto as follows:

- 1. Exhibit A: Scope of Services, pages 6 to 11, is amended to include additional labor for task # 9 below to perform construction administration for earthen embankment surcharge placement in the fall of 2026.

Task	Description	Fee Before Amendment	Amendment # 5	Fee After Amendment
1	Project Administration	\$126,284.50	\$0.00	\$126,284.50
2	Preliminary Engineering Interchange Alternatives	\$162,105.00	\$0.00	\$162,105.00
3	Interstate System Access Change Request (ISACR)	\$84,322.00	\$0.00	\$84,322.00
4	Preliminary Survey	\$50,404.25	\$0.00	\$50,404.25
5	Environmental Document (Documented CATEX)	\$75,891.00	\$0.00	\$75,891.00
6	Geotechnical Investigation	\$21,749.00	\$0.00	\$21,749.00
7	All Meetings	\$122,234.50	\$0.00	\$122,234.50
8	Final Design and Plan Preparation	\$612,769.00	\$0.00	\$612,769.00
9	Construction Administration (Hourly NTE)	\$0.00	\$198,563.00	\$198,563.00
<b>Total</b>		<b>\$1,255,759.25</b>	<b>\$198,563.00</b>	<b>\$1,454,322.25</b>

All other terms and conditions of the original contract dated February 3<sup>rd</sup>, 2023 not expressly amended herein remain in full force and effect.

**City of Fargo**

**BOLTON & MENK, INC.**

By: \_\_\_\_\_

By:  \_\_\_\_\_  
6991F195A47A46C...

Name: \_\_\_\_\_

Name: Aaron Warford

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

Title: Vice President

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

Date: 4/30/2026

Attested By: \_\_\_\_\_

Witnessed By: /s/ Chris Dahl

PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

10

Improvement District No.: BR-26-F1 & PR-26-F1

Type: Prairie Dog as Grants Agreements

Location: NP Ave, 2nd St – 4th St  
45th St, I-94 – 9th Ave N

Date of Hearing: 5/4/2026

<u>Routing</u>	<u>Date</u>
City Commission	<u>5/11/2026</u>
PWPEC File	<u>X</u>
Project File	<u>Jeremy Gorden</u>

The Committee reviewed the accompanying correspondence from Division Engineer, Jeremy Gorden, regarding two projects that were awarded NDDOT Prairie Dog as Grants funding.

We have worked with the NDDOT Local Government staff on Advanced Construction Agreements for these two projects.

On a motion by Susan Thompson, seconded by Ben Dow, the committee voted to recommend approval of both Advance Construction Agreements with the NDDOT as part of the Prairie Dog as Grants Program.

RECOMMENDED MOTION

Concur with the recommendations of PWPEC and approve both Advance Construction Agreements with the NDDOT as part of the Prairie Dog as Grants Program.

PROJECT FINANCING INFORMATION:

Recommended source of funding for project: Prairie Dog Funds

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

COMMITTEE

	<u>Present</u>	<u>Yes</u>	<u>No</u>	<u>Unanimous</u>
				<u>    <input checked="" type="checkbox"/>    </u>
Tim Mahoney, Mayor	<input type="checkbox"/>	<input 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 checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Brenda Derrig, Assistant City Administrator	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
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:

  
\_\_\_\_\_  
Tom Knakmuhs, PE  
City Engineer

C: Kristi Olson

## Memorandum

**To:** Members of PWPEC

**From:** Jeremy Gorden, PE, PTOE  
Division Engineer - Transportation

**Date:** April 30, 2026

**Re:** Prairie Dog as Grants Agreements for  
Improvement District No. BR-26-F1 - NP Avenue – 2<sup>nd</sup> Street to 4<sup>th</sup> Street;  
Improvement District No. PR-26-F1 - 45<sup>th</sup> Street – I-94 to 9<sup>th</sup> Avenue N

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### Background:

If you recall at our meeting on February 9, 2026, we discussed these two projects and how they were awarded NDDOT Prairie Dog as Grants funding. The funding is based on how the buckets fill from proceeds from oil production in western North Dakota. It is anticipated that the buckets will fill either later this year or early in 2027.

We have worked with the NDDOT Local Government staff on advance construction agreements for these two projects, and they are attached. It is anticipated we will be reimbursed \$2.5M for the NP Avenue North project and \$7.5M for the 45<sup>th</sup> Street project.

The NP Avenue project was bid last week, and it is anticipated that the 45<sup>th</sup> Street project will bid next week.

### Recommended Motion:

Approval of both Advance Construction Agreements with NDDOT as part of the Prairie Dog as Grants Program.

JMG/klb  
Attachments

**MEMO TO:** Chad Orn  
Deputy Director for Planning

**FROM:** Sletmoe, Traci K.  
Local Government Division

**DATE:** 4/30/2026

**SUBJECT:** Prairie Dog as Grants Program Agreement for Project No. PDYA-8-984(193), PCN 24886 in City of Fargo

The purpose of this contract is to provide financial assistance to the Local Public Agency to improve transportation infrastructure as authorized by ND Century Code 24-02-37.3.

Contract #38260649  
The total estimated project cost is \$2,500,000.00  
The estimated Flex Fund award is \$2,500,000.00

38/ths

Contract routing:  
Traci Sletmoe-Contract Owner  
Kent Leben – Contract Review  
Brandon Beise – Contract Review  
Derek Pfeifer  
Nicole Lagasse  
LPA Chairperson  
LPA Auditor  
Clint Morgenstern  
Chad Orn

**North Dakota Department of Transportation  
FLEXIBLE TRANSPORTATION FUND PROGRAM AGREEMENT**

**Project No.: PDYA-8-984(193)**

**PCN: 24886**

**LPA City of Fargo**

**Location: NP AVE - 2ND STREET TO 4TH STREET**

**Length: 1.25 miles**

It is agreed by and between the Local Public Agency of City of Fargo, North Dakota, hereinafter referred to as the LPA, and the state of North Dakota, acting by and through its Director of Transportation, hereinafter referred to as NDDOT, whose address is 608 East Boulevard Avenue, Bismarck, North Dakota 58505-0700:

- a. All construction and engineering contracts and agreements must be reviewed by NDDOT, and the LPA must receive written concurrence from NDDOT prior to execution. The estimated grant amount is \$2,500,000.00. The eligible project cost will be the total sum of the contracts and agreements approved by NDDOT.
  - Additional Funding Clause: None
- b. NDDOT will reimburse the LPA up to a maximum of \$2,500,000.00. The remaining eligible costs will be the responsibility of the LPA.
- c. This agreement is for a project receiving funding from the Prairie Dog as Grants program for municipal, County or township infrastructure projects, under NDCC section 57-51.1-07.7 and 57-51.1-07.8, administered by NDDOT through the Flexible Transportation fund program. The Prairie Dog as Grants program funding, for Municipal infrastructure fund or County and township infrastructure, is only available for reimbursement if designated accounts receive appropriation deposits by the state treasurer. The parties to this agreement understand that Prairie Dog as grants funding is not available as of the date of this agreement. If the Municipal infrastructure fund or County and township infrastructure accounts are funded in the 2025-27 biennium, approved project costs incurred after the date of your acceptance letter are eligible for reimbursement. If the Municipal infrastructure fund or County and township infrastructure fund does not receive the required deposits in the 2025-27 biennium, no reimbursements will be available and the LPA understands that it will be fully responsible for any costs with the project.
- d. Eligible project costs are limited to the scope of work as described in the approved project application which is incorporated and made part of this agreement. Any work in addition to or beyond the scope of work is not eligible for reimbursement and is the responsibility of the LPA.



- e. ROW is not an eligible cost - The LPA will provide or acquire the right of way required for construction of the project without state aid or cost to NDDOT. The LPA will remove any existing encroachment upon the right of way and the LPA will be responsible for any claim arising from the acquisition of or the failure to acquire such right of way.
- f. The LPA will provide any necessary permits or agreements required for utility facilities that will be installed or allowed to remain within or crossing the right of way.
- g. The LPA is responsible for securing necessary permits, authorizations, and clearances required by any Local, State, or Federal regulatory agency, or railroad, prior to construction of the project. These must be provided to NDDOT upon request.
- h. Adequate preliminary and construction engineering and inspection shall be provided by the LPA. The LPA shall keep and make available to NDDOT all project records upon request.
- i. The LPA will provide for the signing and marking of the project, during and after construction, in accordance with the latest edition of the *Manual on Uniform Traffic Control Devices for Streets and Highways*.
- j. The terms of this agreement shall not be waived, altered, modified, supplemented, or amended, in any manner whatsoever, except by written instrument signed by the parties.
- k. After completion of construction, the LPA will, at its own cost and expense, maintain the project and will make ample provision each year for such maintenance.
- l. The LPA shall comply with all applicable laws and rules, including, but not limited to, those relating to nondiscrimination, accessibility, and civil rights.
- m. The Risk Management Appendix, attached, is hereby incorporated, and made part of this agreement.



EXECUTED that date last below signed.

ATTEST:

Angie Bear

Auditor (TYPE OR PRINT)

SIGNATURE

DATE

APPROVED as to substance:

Derek Pfeifer

LOCAL GOVERNMENT ENGINEER (TYPE OR PRINT)

*Derek Pfeifer*

SIGNATURE

05/04/26

DATE

BB

kl

LPA OF

City of Fargo

Timothy Mahoney

CHAIRPERSON (TYPE OR PRINT)

SIGNATURE

DATE

NORTH DAKOTA  
DEPARTMENT OF TRANSPORTATION

DEPUTY DIRECTOR (TYPE OR PRINT)

SIGNATURE

DATE

M

CLA 1399 (Div. 38)  
L.D. Approved 06-2024; 4-26



### Risk Management Appendix

#### **Routine\* Service Agreements with Sovereign Entities and Political Subdivisions of the State of North Dakota:**

**Parties:** **State** – State of North Dakota, its agencies, officers and employees

**Governmental Entity** – The Governmental Entity executing the attached document, its agencies, officers and employees

**Governments** – State and Government Entity, as defined above

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

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

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

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

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

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

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

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

RM Consulted 2007  
Revised 6-25



**Sletmoe, Traci K.**

---

**From:** nd.gov <no-reply@messages.nd.gov>  
**Sent:** Friday, August 29, 2025 1:29 PM  
**To:** Barreth, Steven L.; -Info-DOT Flexible Transportation Fund  
**Subject:** Re: DOT - Flexible Transportation Fund Program (Flex Fund) Application (2025) - SFN 62403

**Attachments:** City.pdf; Appendix E NP Funding Summary 8-28-2025.pdf; Appendix D NP Ave Construction Cost Estimate.pdf; Appendix A Project Location Map - NP 2025.pdf; Appendix B In-Focus Playbook.pdf; Appendix C Photos - NP Avenue.pdf

**Categories:** Application Complete

**DOT - Flexible Transportation Fund Program (Flex Fund) Application (2025) - SFN 62403**

Email Address of Contact Person to Receive Confirmation of the Completed Form

jgorden@fargond.gov

Local Public Agency Type

City

City Name

Fargo

Name

Jeremy Gorden

Phone Number

(701) 241-1545

Email

jgorden@fargond.gov

Name

Timothy Mahoney

Phone Number

(701) 241-1310

Email

tmahoney@fargond.gov

Name

Steve Sprague

Phone Number

(701) 241-1324

Email

ssprague@fargond.gov

Has a consultant engineer been involved in the project? No

Does the project include multiple jurisdictions? No

Does the LPA maintain the roadway?	Yes
Total Project Cost	5726154
Upload Project Estimate (pdf) (estimate should be prepared by an engineer or county highway department and include a breakdown of funding splits between Flex Funds, Local Funds, Outside Funds)	<a href="#">Appendix E NP Funding Summary 8-28-2025.pdf</a> <a href="#">Appendix D NP Ave Construction Cost Estimate.pdf</a>
Flex Funds Requested	2500000
Local Funds	3226154
Outside Funding	0
Project Location	NP Avenue - 2nd Street to 4th Street
Upload Project Map (pdf)	<a href="#">Appendix A Project Location Map - NP 2025.pdf</a>
Project Length	0.15
What phases are included in the application? (only checked items are eligible for reimbursement)	Preliminary Engineering Construction Construction Engineering
What phases of the project are completed? (completed items are NOT eligible for reimbursement)	Preliminary Engineering
Does the project improve or maintain a paved or unpaid roadway or bridge?	No
Primary Project Work Type	RECONSTRUCTION
Does the project improve or maintain a	Yes

paved or unpaved roadway or bridge?

Does this project include a major structure (greater than 20 feet in span)? No

Does this project include work on a minor structure (span of less than 20 feet)? No

Proposed surface type Pavement

Average daily traffic 4245

Speed limit on roadway 30

Design speed 30

Proposed construction year 2026

Is the project ready to be advertised for bid? No

Does the project serve as a local corridor? Yes

Description of Project Need (Review guidance document scoring for information to include) NP Avenue Street Reconstruction Project - 2nd Street to 4th Street

Description of Project Need  
 In 2017, the City of Fargo Planning Department completed In-Focus, a comprehensive plan for the downtown that included a "Streets Playbook," providing detailed guidance for future street reconstructions. NP Avenue was identified as a key multi-modal corridor, critical to bicycle, pedestrian, and transit connectivity.

NP Avenue is functionally classified as a mixed-use/commercial collector roadway through the heart of downtown Fargo. The most recent traffic counts show an average daily traffic of approximately 4,245 vehicles. The corridor was originally constructed over 100 years ago, and both the pavement and underground infrastructure are beyond their

service life. The existing cast iron watermain, also more than a century old, has required repeated repairs and is in need of full replacement with PVC pipe.

The proposed reconstruction from 2nd Street to 4th Street will replace the underground sanitary sewer, storm sewer, watermain, and all surface features, including pavement, sidewalks, and street lighting. Two existing traffic signals will be removed; one will be replaced with a modernized traffic signal, while the other will be converted to a two-way stop to simplify intersection movements. The project limits will stop short of the 4th Street intersection, which is planned for reconstruction in 2031.

The new cross-section will include:

- Three driving lanes (one in each direction plus a shared left-turn lane),
- Two parking lanes,
- A raised cycle track at sidewalk level,
- A landscape buffer, and
- Sidewalks on both sides of the street.

This project continues the corridor vision set forth in In-Focus, building on completed reconstructions between University Drive and Broadway. By phasing the work eastward, we are ensuring consistent design, reduced long-term maintenance costs, and full system connectivity.

#### Flex Fund Scoring Criteria

PE funded in previous Flex Fund round  
This project has not received previous Flex Fund support for preliminary engineering.

#### Roadway Network

The project closes a gap in the existing multi-modal network. NP Avenue is identified as a metro bicycle route linking Fargo and Moorhead, supporting regional connectivity with continuous bicycle and pedestrian facilities across the Red River.

### Safety

Safety is central to the design:

- The corridor will be reconfigured to calm traffic and prioritize pedestrians and cyclists.
- Intersection safety will improve by removing a driveway approach located within the 2nd Street intersection, increasing clarity for all users.
- Pedestrian safety will be enhanced through bulb-outs, which shorten crossing distances and improve visibility.
- Raised cycle tracks reduce conflicts between vehicles and cyclists, creating a safer, more predictable environment.

### ADA Improvements & Multimodal Project

All new sidewalks, ramps, and signal infrastructure will meet ADA standards. The project prioritizes multi-modal access by incorporating a raised cycle track, improved sidewalks, and design features supportive of Fargo's transit hub at 5th Street. This will expand the growing cycle track network downtown and promote safe, accessible travel for all users.

### LPA Coordination

While no joint construction is planned with an adjacent LPA, the project supports a coordinated regional effort to establish bicycle facilities on both sides of the Red River, improving cross-river connectivity between Fargo and Moorhead.

### Reduces Need for Maintenance Costs

The project replaces century-old underground utilities and deteriorating pavement, eliminating recurring emergency repairs. This will significantly reduce long-term watermain maintenance and ongoing patching needs, lowering operating costs for the City's Mains & Hydrants and Street Department divisions.

### Bid Ready

The project is currently under design by Fargo Engineering staff and will be bid-ready in the

first quarter of 2026, with construction scheduled for that year.

#### Project Expansion of Projects Receiving Outside Funding

If awarded Flex Funds, the scope will not increase. The proposed project will be delivered as planned.

#### Funding

The project is estimated at \$5,726,154.

Funding sources include:

- Flex Funds: \$2,500,000 (44%)
- Local Special Assessments: \$982,045 (17%)
- Local Sales Tax or Prairie Dog Funds: \$2,244,109 (39%)

#### Local Corridor

NP Avenue is an important downtown corridor linking University Drive/10th Street (U.S. Business 81) to 2nd Street and Moorhead. The corridor supports a mix of housing, retail, education, healthcare, and transit functions, reinforcing its role as a vital local connector.

Attach supporting documents here:

[Appendix B In-Focus Playbook.pdf](#)  
[Appendix C Photos - NP Avenue.pdf](#)

You can [edit this submission](#) easily.

**Certificate Of Completion**

Envelope Id: D28F1B8E-4158-8FB1-80E8-24FBE662D8BD  
 Subject: Contract #38260649: Please DocuSign: Prairie Dog as Grants Program Agreement  
 Contract Number: 38260649  
 PCN: 24886  
 Source Envelope:  
 Document Pages: 11  
 Certificate Pages: 4  
 AutoNav: Enabled  
 EnvelopeId Stamping: Enabled  
 Time Zone: (UTC-06:00) Central Time (US & Canada)

Status: Sent

Envelope Originator:  
 Traci Sletmoe  
 608 E Boulevard Ave  
 Bismarck, ND 58505  
 tsletmoe@nd.gov  
 IP Address: 165.234.92.120

**Record Tracking**

Status: Original  
 4/30/2026 1:01:26 PM  
 Security Appliance Status: Connected

Holder: Traci Sletmoe  
 tsletmoe@nd.gov  
 Pool: StateLocal

Location: DocuSign

**Signer Events**

Kent Leben  
 khleben@nd.gov  
 Title Here  
 Carahsoft OBO North Dakota Department of  
 Transportation CLOUD  
 Security Level: Email, Account Authentication  
 (None)  
**Electronic Record and Signature Disclosure:**  
 Not Offered via DocuSign

**Signature**

Signature Adoption: Pre-selected Style  
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 Signed: 4/30/2026 1:18:59 PM

Brandon Beise  
 bbeise@nd.gov  
 Carahsoft OBO North Dakota Department of  
 Transportation CLOUD  
 Security Level: Email, Account Authentication  
 (None)  
**Electronic Record and Signature Disclosure:**  
 Not Offered via DocuSign

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 Signed: 4/30/2026 2:57:28 PM

Derek Pfeifer  
 ddpfeifer@nd.gov  
 Local Gov Eng  
 Security Level: Email, Account Authentication  
 (None), Authentication

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

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 Signed: 5/4/2026 8:41:57 AM

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 Vendor ID: TeleSign  
 Type: SMSAuth  
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 Phone: +1 701-471-5516

Signer Events	Signature	Timestamp
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 Type: SMSAuth  
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 Phone: +1 701-471-5516

SMS Auth:  
 Transaction: 1a748a0d-2283-4c96-a2b0-3197ea7e9c38  
 Result: passed  
 Vendor ID: TeleSign  
 Type: SMSAuth  
 Performed: 5/4/2026 8:38:13 AM  
 Phone: +1 701-471-5516

**Electronic Record and Signature Disclosure:**  
 Not Offered via DocuSign

Nicole Lagasse  
 nmlagasse@nd.gov  
 Assistant CFO  
 Carahsoft OBO North Dakota Department of  
 Transportation CLOUD  
 Security Level: Email, Account Authentication  
 (None), Authentication

M

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

Sent: 5/4/2026 8:41:59 AM  
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 Signed: 5/4/2026 10:19:27 AM

**Authentication Details**  
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 Vendor ID: TeleSign  
 Type: SMSAuth  
 Performed: 5/4/2026 8:51:31 AM  
 Phone: +1 701-954-8712

SMS Auth:  
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 Result: passed  
 Vendor ID: TeleSign  
 Type: SMSAuth  
 Performed: 5/4/2026 10:18:35 AM  
 Phone: +1 701-954-8712

**Electronic Record and Signature Disclosure:**  
 Not Offered via DocuSign

Angie Bear  
 abear@fargond.gov  
 Security Level: Email, Account Authentication  
 (None)

Sent: 5/4/2026 10:19:30 AM

**Electronic Record and Signature Disclosure:**  
 Not Offered via DocuSign

Timothy Mahoney  
 tmahoney@fargond.gov  
 Security Level: Email, Account Authentication  
 (None)

**Electronic Record and Signature Disclosure:**  
 Not Offered via DocuSign

Angie Bear  
 abear@fargond.gov  
 Security Level: Email, Account Authentication  
 (None)

**Electronic Record and Signature Disclosure:**  
 Not Offered via DocuSign

Signer Events	Signature	Timestamp
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Clint Morgenstern  
 cdmorgenstern@nd.gov  
 Security Level: Email, Account Authentication (None), Authentication  
**Electronic Record and Signature Disclosure:**  
 Not Offered via DocuSign

Chad Orn  
 corn@nd.gov  
 Security Level: Email, Account Authentication (None), Authentication  
**Electronic Record and Signature Disclosure:**  
 Not Offered via DocuSign

In Person Signer Events	Signature	Timestamp
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Editor Delivery Events	Status	Timestamp
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Traci Sletmoe  
 tsletmoe@nd.gov  
 Security Level: Email, Account Authentication (None)

**VIEWED**

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 Completed: 4/30/2026 1:05:49 PM

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**Electronic Record and Signature Disclosure:**  
 Not Offered via DocuSign

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Intermediary Delivery Events	Status	Timestamp
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Certified Delivery Events	Status	Timestamp
---------------------------	--------	-----------

Carbon Copy Events	Status	Timestamp
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Jeremy Gordon  
 jgorden@fargond.gov  
 Security Level: Email, Account Authentication (None)

**COPIED**

Sent: 5/4/2026 10:19:29 AM  
 Viewed: 5/4/2026 10:21:05 AM

**Electronic Record and Signature Disclosure:**  
 Not Offered via DocuSign

Legal Admin  
 dotlegaladmin@nd.gov  
 Security Level: Email, Account Authentication (None)  
**Electronic Record and Signature Disclosure:**  
 Not Offered via DocuSign

Legal Admin  
 dotlegaladmin@nd.gov  
 Security Level: Email, Account Authentication (None)  
**Electronic Record and Signature Disclosure:**  
 Not Offered via DocuSign

Witness Events	Signature	Timestamp
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Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
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<b>Envelope Summary Events</b>	<b>Status</b>	<b>Timestamps</b>
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Envelope Updated	Security Checked	4/30/2026 1:05:50 PM
Envelope Updated	Security Checked	4/30/2026 1:05:50 PM
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Envelope Updated	Security Checked	5/4/2026 7:34:24 AM

<b>Payment Events</b>	<b>Status</b>	<b>Timestamps</b>
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**MEMO TO:** Chad Orn  
Deputy Director for Planning

**FROM:** Sletmoe, Traci K.  
Local Government Division

**DATE:** 4/30/2026

**SUBJECT:** Prairie Dog as Grants Program Agreement for Project No. PDYA-8-984(194), PCN 24887 in City of Fargo

The purpose of this contract is to provide financial assistance to the Local Public Agency to improve transportation infrastructure as authorized by ND Century Code 24-02-37.3.

Contract #38260655  
The total estimated project cost is \$15,257,944.00  
The estimated Flex Fund award is \$7,500,000.00

38/tks

Contract routing:  
Traci Sletmoe-Contract Owner  
Kent Leben – Contract Review  
Brandon Beise – Contract Review  
Derek Pfeifer  
Nicole Lagasse  
LPA Chairperson  
LPA Auditor  
Clint Morgenstern  
Chad Orn

**North Dakota Department of Transportation  
FLEXIBLE TRANSPORTATION FUND PROGRAM AGREEMENT**

**Project No.: PDYA-8-984(194)**

**PCN: 24887**

**LPA City of Fargo**

**Location: 45TH STREET - 9TH AVE S TO NORTH RAMP OF I-94**

**Length: 1.25 miles**

It is agreed by and between the Local Public Agency of City of Fargo, North Dakota, hereinafter referred to as the LPA, and the state of North Dakota, acting by and through its Director of Transportation, hereinafter referred to as NDDOT, whose address is 608 East Boulevard Avenue, Bismarck, North Dakota 58505-0700:

- a. All construction and engineering contracts and agreements must be reviewed by NDDOT, and the LPA must receive written concurrence from NDDOT prior to execution. The estimated grant amount is \$7,500,000.00. The eligible project cost will be the total sum of the contracts and agreements approved by NDDOT.
  - Additional Funding Clause: None
- b. NDDOT will reimburse the LPA up to a maximum of \$7,500,000.00. The remaining eligible costs will be the responsibility of the LPA.
- c. This agreement is for a project receiving funding from the Prairie Dog as Grants program for municipal, County or township infrastructure projects, under NDCC section 57-51.1-07.7 and 57-51.1-07.8, administered by NDDOT through the Flexible Transportation fund program. The Prairie Dog as Grants program funding, for Municipal infrastructure fund or County and township infrastructure, is only available for reimbursement if designated accounts receive appropriation deposits by the state treasurer. The parties to this agreement understand that Prairie Dog as grants funding is not available as of the date of this agreement. If the Municipal infrastructure fund or County and township infrastructure accounts are funded in the 2025-27 biennium, approved project costs incurred after the date of your acceptance letter are eligible for reimbursement. If the Municipal infrastructure fund or County and township infrastructure fund does not receive the required deposits in the 2025-27 biennium, no reimbursements will be available and the LPA understands that it will be fully responsible for any costs with the project.
- d. Eligible project costs are limited to the scope of work as described in the approved project application which is incorporated and made part of this agreement. Any work in addition to or beyond the scope of work is not eligible for reimbursement and is the responsibility of the LPA.



- e. ROW is not an eligible cost - The LPA will provide or acquire the right of way required for construction of the project without state aid or cost to NDDOT. The LPA will remove any existing encroachment upon the right of way and the LPA will be responsible for any claim arising from the acquisition of or the failure to acquire such right of way.
- f. The LPA will provide any necessary permits or agreements required for utility facilities that will be installed or allowed to remain within or crossing the right of way.
- g. The LPA is responsible for securing necessary permits, authorizations, and clearances required by any Local, State, or Federal regulatory agency, or railroad, prior to construction of the project. These must be provided to NDDOT upon request.
- h. Adequate preliminary and construction engineering and inspection shall be provided by the LPA. The LPA shall keep and make available to NDDOT all project records upon request.
- i. The LPA will provide for the signing and marking of the project, during and after construction, in accordance with the latest edition of the *Manual on Uniform Traffic Control Devices for Streets and Highways*.
- j. The terms of this agreement shall not be waived, altered, modified, supplemented, or amended, in any manner whatsoever, except by written instrument signed by the parties.
- k. After completion of construction, the LPA will, at its own cost and expense, maintain the project and will make ample provision each year for such maintenance.
- l. The LPA shall comply with all applicable laws and rules, including, but not limited to, those relating to nondiscrimination, accessibility, and civil rights.
- m. The Risk Management Appendix, attached, is hereby incorporated, and made part of this agreement.



EXECUTED that date last below signed.

ATTEST:

Angie Bear

Auditor (TYPE OR PRINT)

*Angie Bear*

SIGNATURE

05/06/26

DATE

APPROVED as to substance:

Derek Pfeifer

LOCAL GOVERNMENT ENGINEER (TYPE OR PRINT)

*Derek Pfeifer*

SIGNATURE

BB

05/04/26

DATE

kl

LPA OF

City of Fargo

Timothy Mahoney

CHAIRPERSON (TYPE OR PRINT)

*Timothy Mahoney*

SIGNATURE

05/06/26

DATE

NORTH DAKOTA  
DEPARTMENT OF TRANSPORTATION

DEPUTY DIRECTOR (TYPE OR PRINT)

SIGNATURE

DATE

M

CLA 1399 (Div. 38)  
L.D. Approved 06-2024; 4-26



### Risk Management Appendix

#### **Routine\* Service Agreements with Sovereign Entities and Political Subdivisions of the State of North Dakota:**

**Parties:** State – State of North Dakota, its agencies, officers and employees

**Governmental Entity** – The Governmental Entity executing the attached document, its agencies, officers and employees

**Governments** – State and Government Entity, as defined above

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

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

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

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

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

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

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

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

RM Consulted 2007  
Revised 6-25



**Sletmoe, Traci K.**

---

**From:** nd.gov <no-reply@messages.nd.gov>  
**Sent:** Friday, August 29, 2025 1:38 PM  
**To:** Barreth, Steven L.; -Info-DOT Flexible Transportation Fund  
**Subject:** Re: DOT - Flexible Transportation Fund Program (Flex Fund) Application (2025) - SFN 62403  
**Attachments:** City.pdf; E - 45th St S Engineers Preliminary Estimate all areas 8-28-25.pdf; F - Project Funding Summary for application 8 28 2025.pdf; A - Project Location Map.pdf; B - Project Location Map - 45th St Aux lane 8-28-25.pdf; D - Eamples of Pavement Damage.pdf; C - High Crash Map.pdf  
**Categories:** Application Complete

**DOT - Flexible Transportation Fund Program (Flex Fund) Application (2025) - SFN 62403**

Email Address of Contact Person to Receive Confirmation of the Completed Form jgorden@fargond.gov

Local Public Agency Type City

City Name Fargo

Name Jeremy Gorden

Phone Number (701) 241-1545

Email jgorden@fargond.gov

Name Timothy Mahoney

Phone Number (701) 241-1310

Email tmahoney@fargond.gov

Name Steve Sprague

Phone Number (701) 241-1324

Email ssprague@fargond.gov

Has a consultant engineer been involved in the project? No

Does the project include multiple jurisdictions? No

Does the LPA maintain the roadway?	Yes
Total Project Cost	15257944
Upload Project Estimate (pdf) (estimate should be prepared by an engineer or county highway department and include a breakdown of funding splits between Flex Funds, Local Funds, Outside Funds)	<a href="#">E - 45th St S Engineers Preliminary Estimate all areas 8-28-25.pdf</a> <a href="#">F - Project Funding Summary for application 8 28 2025.pdf</a>
Flex Funds Requested	7500000
Local Funds	7757944
Outside Funding	0
Project Location	45th Street - 9th Avenue S to North Ramp of Interstate 94
Upload Project Map (pdf)	<a href="#">A - Project Location Map.pdf</a>
Project Length	1.25
What phases are included in the application? (only checked items are eligible for reimbursement)	Preliminary Engineering Construction Construction Engineering
What phases of the project are completed? (completed items are NOT eligible for reimbursement)	None
Does the project improve or maintain a paved or unpaid roadway or bridge?	No
Primary Project Work Type	CPR

Does the project improve or maintain a paved or unpaved roadway or bridge? Yes

Does this project include a major structure (greater than 20 feet in span)? No

Does this project include work on a minor structure (span of less than 20 feet)? No

Proposed surface type Pavement

Average daily traffic 36945

Speed limit on roadway 40

Design speed 40

Proposed construction year 2026

Is the project ready to be advertised for bid? No

Does the project serve as a local corridor? Yes

Description of Project Need (Review guidance document scoring for information to include) 45th Street Concrete Pavement Rehabilitation & Crash Reduction Project Project Overview

The 45th Street Concrete Pavement Rehabilitation & Crash Reduction Project spans from 9th Avenue S to I-94 in Fargo, North Dakota. This 7-lane divided median roadway, reconstructed in 2005 with 10" concrete pavement over 12" gravel base, is now experiencing significant pavement deterioration and safety issues. The project addresses both long-term pavement life and documented crash history at multiple intersections.

Description of Project Need  
Pavement Condition

- The 2005 reconstruction used high, early-

strength concrete that has since developed bad joints and accelerated deterioration.

- Structural damage is occurring around underground structure covers/lids, leading to concrete breakup.
- Full panel cracking, transverse joint pop-outs, and potholes have emerged, resulting in repeated maintenance and patching by City crews.
- A full pavement rehabilitation is needed to extend service life, improve ride quality, and reduce maintenance demands.

#### Safety Concerns

- Five intersections (9th Ave S, 13th Ave S, 15th Ave S, 17th Ave S, and the I-94 north ramps) are listed on the NDDOT Urban High Crash Location list.
  - o 15th Ave S ranks #9.
  - o 9th Ave S ranks #32.
- Crash analysis indicates:
  - o Left-turn crashes at 9th and 15th Ave S due to negative offset left-turn lanes.
  - o Rear-end crashes on southbound 45th Street from north of I-94 to 13th Ave S due to congestion and queuing.
- Proposed safety improvements:
  - o Offset northbound and southbound left-turn lanes at 9th and 15th Ave S to eliminate negative offset.
  - o Collaboration with NDDOT to study a potential southbound auxiliary lane between 19th Ave S and I-94 to improve operations and reduce rear-end crashes.

#### Additional Improvements

- Replacement of in-pavement loop detectors at seven traffic signals, as needed.
- ADA-compliant pedestrian ramp upgrades wherever impacted.
- Spot replacement of sidewalks and shared-use paths due to cracking and settling.

#### Flex Fund Scoring Criteria

PE Funded in Previous Flex Fund Round  
The project has not received previous Preliminary Engineering Flex Funds.

### Roadway Network

While this project does not close a gap in the roadway network, it improves a critical regional arterial on the National Highway System that connects all Fargo section line roads and serves as a key north-south spine.

### Safety

Safety improvements are the primary project driver:

- Five intersections on the NDDOT Urban High Crash Location list will be addressed.
- Offset left-turn lanes at 9th and 15th Ave S directly respond to the top crash types.
- The optional auxiliary lane near I-94, if coordinated with NDDOT, would further reduce rear-end crashes and congestion.
- Overall, the project is designed to reduce conflicts, simplify driver decision-making, and improve safety for all users.

### ADA Improvements

All pedestrian ramps impacted by construction will be rebuilt to current ADA standards, improving accessibility throughout the corridor.

### Multimodal Project

While primarily a roadway rehabilitation, the project will improve the pedestrian environment through ADA ramp upgrades and spot replacements of sidewalks and shared-use paths, maintaining multimodal connectivity in this heavily traveled corridor.

### LPA Coordination

The project is being led by the City of Fargo. While no adjacent LPA is directly involved, coordination with NDDOT is anticipated regarding operational improvements near I-94. This ensures project improvements align with long-term plans for the interstate system.

Reduces Need for Maintenance Costs  
By replacing deteriorating pavement and

addressing structural failures, the project will significantly reduce the City's ongoing costs for patching, joint repair, and emergency maintenance, while improving ride quality for users.

#### Bid Ready

The project is under design by City of Fargo Engineering staff and will be bid-ready in the first quarter of 2026, with construction scheduled for the 2026 season.

#### Project Expansion of Projects Receiving Outside Funding

The project scope will not expand if Flex Funds are awarded.

#### Funding

- Total Project Cost: \$15,257,945
- Funding Sources:
  - o City Special Assessments: \$4,636,325 (30.4%)
  - o City Street Lighting & Traffic Control Device Utility: \$1,013,537 (6.6%)
  - o City Storm Sewer Utility: \$342,040 (2.2%)
  - o City Sales Tax or Prairie Dog Funds: \$1,766,043 (11.6%)
  - o ND Flex Funds (requested): \$7,500,000 (49.2%)

#### Local Corridor

45th Street is one of Fargo's most critical arterials:

- Part of the National Highway System.
- High traffic volumes: 20,750 ADT near 9th Ave S and 36,945 near I-94 (2021 counts).
- Serves a wide mix of commercial, educational, healthcare, and retail land uses.
- Attracts a large number of non-local drivers unfamiliar with traffic patterns, increasing congestion and crash risks.

Attach supporting documents here:

[B - Project Location Map - 45th St Aux lane 8-28-25.pdf](#)

[D - Examples of Pavement Damage.pdf](#)

[C - High Crash Map.pdf](#)

You can [edit this submission](#) easily.

### Certificate Of Completion

Status: Sent

Envelope Id: 17881CCE-BBD2-886C-8200-9734ED5641E8  
 Subject: Contract #38260655: Please DocuSign: Prairie Dog as Grants Program Agreement  
 Contract Number: 38260655  
 PCN: 24887  
 Source Envelope:  
 Document Pages: 12  
 Certificate Pages: 4  
 AutoNav: Enabled  
 Envelope Stamping: Enabled  
 Time Zone: (UTC-06:00) Central Time (US & Canada)

Signatures: 3  
 Initials: 3

Envelope Originator:  
 Traci Sletmoe  
 608 E Boulevard Ave  
 Bismarck, ND 58505  
 tsletmoe@nd.gov  
 IP Address: 165.234.92.120

### Record Tracking

Status: Original  
 4/30/2026 1:45:11 PM  
 Security Appliance Status: Connected

Holder: Traci Sletmoe  
 tsletmoe@nd.gov  
 Pool: StateLocal

Location: DocuSign

### Signer Events

Kent Leben  
 khleben@nd.gov  
 Title Here  
 Carahsoft OBO North Dakota Department of  
 Transportation CLOUD  
 Security Level: Email, Account Authentication  
 (None)

### Signature

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

### Timestamp

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 Viewed: 4/30/2026 4:11:09 PM  
 Signed: 5/1/2026 11:49:48 AM

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Brandon Beise  
 bbeise@nd.gov  
 Carahsoft OBO North Dakota Department of  
 Transportation CLOUD  
 Security Level: Email, Account Authentication  
 (None)

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

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 Signed: 5/4/2026 8:15:51 AM

### Electronic Record and Signature Disclosure: Not Offered via DocuSign

Derek Pfeifer  
 ddpfeifer@nd.gov  
 Local Gov Eng  
 Security Level: Email, Account Authentication  
 (None), Authentication

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

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 Result: passed  
 Vendor ID: TeleSign  
 Type: SMSAuth  
 Performed: 5/4/2026 8:42:28 AM  
 Phone: +1 701-471-5516


### Electronic Record and Signature Disclosure: Not Offered via DocuSign

**Signer Events**

**Signature**

**Timestamp**

Nicole Lagasse  
nmlagasse@nd.gov  
Assistant CFO  
Carahsoft OBO North Dakota Department of  
Transportation CLOUD  
Security Level: Email, Account Authentication  
(None), Authentication  
**Authentication Details**  
SMS Auth:  
Transaction: 814ad1af-bcfa-48bc-869e-07ff8b9633dd  
Result: passed  
Vendor ID: TeleSign  
Type: SMSAuth  
Performed: 5/4/2026 10:19:40 AM  
Phone: +1 701-954-8712

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

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Signed: 5/4/2026 10:21:44 AM

**Electronic Record and Signature Disclosure:**  
Not Offered via Docusign


Angie Bear  
abear@fargond.gov  
Security Level: Email, Account Authentication  
(None)

**Completed**  
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Signed using mobile

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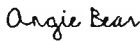
Timothy Mahoney  
tmahoney@fargond.gov  
Mayor of Fargo  
City of Fargo  
Security Level: Email, Account Authentication  
(None)

  
Signature Adoption: Pre-selected Style  
Using IP Address:  
2600:1014:b02a:4cb8:85fe:c37e:cf45:f555  
Signed using mobile

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Signed: 5/6/2026 6:34:32 PM

**Electronic Record and Signature Disclosure:**  
Not Offered via Docusign

Angie Bear  
abear@fargond.gov  
Security Level: Email, Account Authentication  
(None)

  
Signature Adoption: Pre-selected Style  
Using IP Address:  
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Signed using mobile

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Signed: 5/6/2026 6:57:29 PM

**Electronic Record and Signature Disclosure:**  
Not Offered via Docusign

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

Sent: 5/6/2026 6:57:32 PM

**Electronic Record and Signature Disclosure:**  
Not Offered via Docusign

Chad Orn  
corn@nd.gov  
Security Level: Email, Account Authentication  
(None), Authentication

**Electronic Record and Signature Disclosure:**  
Not Offered via Docusign

In Person Signer Events	Signature	Timestamp
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Editor Delivery Events	Status	Timestamp
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Intermediary Delivery Events	Status	Timestamp
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Certified Delivery Events	Status	Timestamp
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Carbon Copy Events	Status	Timestamp
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Jeremy Gordon jgordon@fargond.gov Security Level: Email, Account Authentication (None)	<div style="border: 1px solid black; padding: 5px; display: inline-block;"><b>COPIED</b></div>	Sent: 5/4/2026 10:21:46 AM
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Electronic Record and Signature Disclosure:  
Not Offered via DocuSign

Legal Admin dotlegaladmin@nd.gov Security Level: Email, Account Authentication (None)	<div style="border: 1px solid black; padding: 5px; display: inline-block;"><b>COPIED</b></div>	Sent: 5/6/2026 6:57:31 PM Viewed: 5/7/2026 8:32:45 AM
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Electronic Record and Signature Disclosure:  
Not Offered via DocuSign

Legal Admin dotlegaladmin@nd.gov Security Level: Email, Account Authentication (None)		
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Electronic Record and Signature Disclosure:  
Not Offered via DocuSign

Witness Events	Signature	Timestamp
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Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
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Envelope Updated	Security Checked	5/4/2026 7:35:34 AM

<b>Payment Events</b>	<b>Status</b>	<b>Timestamps</b>
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**Engineering Department**

225 4<sup>th</sup> Street North

Fargo, ND 58102

Phone: 701.241.1545 | Fax: 701.241.8101

Email: [feng@FargoND.gov](mailto:feng@FargoND.gov)

[www.FargoND.gov](http://www.FargoND.gov)

May 6, 2026

Honorable Board of City  
Commissioners  
City of Fargo  
Fargo, ND

Re: Improvement District No. PR-26-E1

Dear Commissioners:

Bids were opened at 11:45 am on Wednesday, May 6, 2026, for Asphalt Mill & Overlay, Improvement District No. PR-26-E1, located as follows: Various locations Citywide.

The bids were as follows:

Northern Improvement Co	\$1,864,164.38
R J Zavoral & Sons	\$1,870,059.35
FM Asphalt LLC	\$1,922,455.45
Border States Paving Inc	\$2,792,357.55
Engineers Estimate	\$1,884,682.00

Private financial security is not needed.

No protests have been received.

This office recommends award of the contract to Northern Improvement Co. in the amount of \$1,864,164.38 as the lowest and best bid.

Sincerely,

Thomas Knakmuhs, P.E.

City Engineer



**Engineer's Statement Of Cost**  
**Improvement District # PR-26-E1**  
**Asphalt Mill & Overlay**

Various locations

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:

Asphalt Mill & Overlay Improvement District # PR-26-E1 of the City of Fargo, North Dakota.

Line	Description	Unit	Quantity	Unit Price (\$)	Amount (\$)
<b>Section 1</b>					
1	Adjust Curb & Gutter - Mud/Sand Jack	LF	1,000.00	17.30	17,300.00
2	Rem & Repl Curb & Gutter	LF	700.00	81.00	56,700.00
3	F&I Sidewalk 6" Thick Reinf Conc	SY	340.00	126.00	42,840.00
4	Remove Sidewalk All Thicknesses All Types	SY	340.00	26.00	8,840.00
5	Adjust Driveway - Mud/Sand Jack	SF	1,000.00	4.20	4,200.00
6	Rem & Repl Driveway 7" Thick Reinf Conc	SY	50.00	140.00	7,000.00
7	F&I Det Warn Panels Cast Iron	SF	358.00	67.00	23,986.00
8	F&I Asphalt Pavement FAA 43 w/ PG58H-34	Ton	2,000.00	91.00	182,000.00
9	Rem & Repl Casting - Inlet	EA	2.00	1,525.00	3,050.00
10	Casting to Grade - no Conc	EA	2.00	350.00	700.00
11	GV Box to Grade - no Conc	EA	15.00	365.00	5,475.00
12	Mill / Grind Asphalt Pvmnt 1" to 2" Thick	SY	16,661.00	2.10	34,988.10
13	Mulching Type 1 Hydro	SY	250.00	8.40	2,100.00
14	Seeding Type B	SY	250.00	8.40	2,100.00
15	Traffic Control - Type 1	LS	1.00	5,000.00	5,000.00
Section 1 Total					<b>396,279.10</b>
<b>Section 1 traffic</b>					
16	F&I Grooved Thermoplastic Pavement Marking Message	SF	194.00	73.50	14,259.00
17	Paint Epoxy Line 4" Wide	LF	2,029.00	5.25	10,652.25
18	Paint Epoxy Line 6" Wide	LF	597.00	8.40	5,014.80
19	Paint Epoxy Line 8" Wide	LF	125.00	10.50	1,312.50

Line	Description	Unit	Quantity	Unit Price (\$)	Amount (\$)
20	Paint Epoxy Line 16" Wide	LF	63.00	21.00	1,323.00
21	Paint Epoxy Line 24" Wide	LF	162.00	36.75	5,953.50
22	Paint Epoxy Message	SF	410.50	36.75	15,085.88
23	F&I Detection Sawed-In Loop	EA	6.00	4,500.00	27,000.00
Section 1 traffic Total					<b>80,600.93</b>
<b>Section 1 Storm Sewer</b>					
24	F&I Repair Band 4" thru 12" Dia	EA	1.00	1,525.00	1,525.00
25	Repair Inlet	EA	2.00	575.00	1,150.00
Section 1 Storm Sewer Total					<b>2,675.00</b>
<b>Section 1 9th st s reconstruct</b>					
26	Remove Pavement All Thicknesses All Types	SY	1,239.00	18.00	22,302.00
27	Repair Inlet	EA	4.00	575.00	2,300.00
28	Connect Pipe to Exist Structure	EA	4.00	500.00	2,000.00
29	Boulevard Grading	SY	400.00	10.00	4,000.00
30	Subgrade Preparation	SY	1,523.00	3.00	4,569.00
31	F&I Woven Geotextile	SY	1,523.00	2.55	3,883.65
32	F&I Class 5 Agg - 8" Thick	SY	1,523.00	18.00	27,414.00
33	F&I Edge Drain 4" Dia PVC	LF	725.00	11.00	7,975.00
34	F&I Curb & Gutter Standard (Type II)	LF	725.00	32.00	23,200.00
35	Remove Curb & Gutter	LF	725.00	4.00	2,900.00
36	F&I Sidewalk 6" Thick Reinf Conc	SY	31.00	135.00	4,185.00
37	Remove Sidewalk All Thicknesses All Types	SY	101.00	22.00	2,222.00
38	F&I Det Wam Panels Cast Iron	SF	42.00	67.00	2,814.00
39	F&I Asphalt Pavement FAA 43 w/ PG58H-34	Ton	520.00	97.00	50,440.00
40	Mulching Type 1 Hydro	SY	400.00	8.40	3,360.00
41	Seeding Type B	SY	400.00	8.40	3,360.00
42	Irrigation Repair	EA	1.00	900.00	900.00
Section 1 9th st s reconstruct Total					<b>167,824.65</b>
<b>9th St S Amenities</b>					
43	F&I Impressioned 4" Thick Reinf Conc	SY	70.00	160.00	11,200.00
9th St S Amenities Total					<b>11,200.00</b>
<b>Section 2</b>					
44	Adjust Curb & Gutter - Mud/Sand Jack	LF	500.00	17.30	8,650.00
45	Rem & Repl Curb & Gutter	LF	500.00	81.00	40,500.00
46	Adjust Driveway - Mud/Sand Jack	SF	500.00	4.20	2,100.00

Line	Description	Unit	Quantity	Unit Price (\$)	Amount (\$)
47	Rem & Repl Driveway 7" Thick Reinf Conc	SY	50.00	135.00	6,750.00
48	F&I Asphalt Pavement FAA 43 w/ PG58H-34	Ton	2,700.00	92.00	248,400.00
49	Casting to Grade - no Conc	EA	2.00	350.00	700.00
50	GV Box to Grade - no Conc	EA	3.00	365.00	1,095.00
51	F&I Pavement Mix Base Course Asph	Ton	60.00	170.00	10,200.00
52	Rem & Repl Pavement 9" Thick Asph	SY	200.00	125.00	25,000.00
53	Mill / Grind Asphalt Pvmt Along Curb	LF	2,542.00	3.35	8,515.70
54	Mill / Grind Asphalt Pvmt 1" to 2" Thick	SY	8,000.00	2.40	19,200.00
55	Mill / Grind Asphalt Pvmt 2" to 4" Thick	SY	400.00	44.00	17,600.00
56	Mulching Type 1 Hydro	SY	100.00	10.50	1,050.00
57	Seeding Type B	SY	100.00	10.50	1,050.00
58	Traffic Control - Type 1	LS	1.00	2,000.00	2,000.00
Section 2 Total					<b>392,810.70</b>
<b>Section 2 traffic</b>					
59	Paint Epoxy Line 4" Wide	LF	11,078.00	5.25	58,159.50
60	Paint Epoxy Line 8" Wide	LF	226.00	10.50	2,373.00
61	Paint Epoxy Message	SF	64.00	36.75	2,352.00
62	F&I Detection Sawed-In Loop	EA	2.00	4,725.00	9,450.00
Section 2 traffic Total					<b>72,334.50</b>
<b>Section 3</b>					
63	Adjust Curb & Gutter - Mud/Sand Jack	LF	3,000.00	17.30	51,900.00
64	Rem & Repl Curb & Gutter	LF	1,000.00	81.00	81,000.00
65	F&I Sidewalk 6" Thick Reinf Conc	SY	20.00	126.00	2,520.00
66	Remove Sidewalk All Thicknesses All Types	SY	20.00	27.50	550.00
67	Adjust Driveway - Mud/Sand Jack	SF	2,000.00	4.20	8,400.00
68	Rem & Repl Driveway 6" Thick Reinf Conc	SY	50.00	131.00	6,550.00
69	F&I Det Warn Panels Cast Iron	SF	16.00	65.00	1,040.00
70	F&I Asphalt Pavement FAA 43 w/ PG58H-34	Ton	3,400.00	91.00	309,400.00
71	Rem & Repl Casting - Self Leveling	EA	5.00	2,350.00	11,750.00
72	Casting to Grade - no Conc	EA	2.00	350.00	700.00
73	GV Box to Grade - no Conc	EA	21.00	365.00	7,665.00
74	Mill / Grind Asphalt Pvmt 1" to 2" Thick	SY	27,864.00	2.25	62,694.00
75	Mulching Type 1 Hydro	SY	250.00	8.40	2,100.00
76	Seeding Type B	SY	250.00	8.40	2,100.00
77	Traffic Control - Type 1	LS	1.00	3,300.00	3,300.00

Line	Description	Unit	Quantity	Unit Price (\$)	Amount (\$)
<b>Section 3 Total</b>					<b>551,669.00</b>
<b>Section 3 traffic</b>					
78	Paint Epoxy Line 24" Wide	LF	126.00	36.75	4,630.50
<b>Section 3 traffic Total</b>					<b>4,630.50</b>
<b>Section 3 storm sewer</b>					
79	Repair Inlet	EA	2.00	575.00	1,150.00
<b>Section 3 storm sewer Total</b>					<b>1,150.00</b>
<b>Section 4</b>					
80	Adjust Curb & Gutter - Mud/Sand Jack	LF	300.00	17.30	5,190.00
81	Rem & Repl Curb & Gutter	LF	300.00	81.00	24,300.00
82	Adjust Driveway - Mud/Sand Jack	SF	300.00	4.20	1,260.00
83	Rem & Repl Driveway 7" Thick Reinf Conc	SY	50.00	135.00	6,750.00
84	F&I Asphalt Pavement FAA 43 w/ PG58H-34	Ton	950.00	92.00	87,400.00
85	Rem & Repl Casting - Self Leveling	EA	1.00	2,350.00	2,350.00
86	Rem & Repl Pavement 9" Thick Asph	SY	300.00	125.00	37,500.00
87	Mill / Grind Asphalt Pvmt Along Curb	LF	990.00	5.50	5,445.00
88	Mill / Grind Asphalt Pvmt 1" to 2" Thick	SY	150.00	12.00	1,800.00
89	Mulching Type 1 Hydro	SY	150.00	8.40	1,260.00
90	Seeding Type B	SY	150.00	8.40	1,260.00
91	Traffic Control - Type 1	LS	1.00	600.00	600.00
<b>Section 4 Total</b>					<b>175,115.00</b>
<b>Section 4 storm sewer</b>					
92	F&I Repair Band 4" thru 12" Dia	EA	1.00	1,525.00	1,525.00
93	Repair Inlet	EA	1.00	575.00	575.00
<b>Section 4 storm sewer Total</b>					<b>2,100.00</b>
<b>Section 4 traffic</b>					
94	Paint Epoxy Line 4" Wide	LF	1,100.00	5.25	5,775.00
<b>Section 4 traffic Total</b>					<b>5,775.00</b>
<b>Total Construction in \$</b>					<b>1,864,164.38</b>

Engineering	10.00%	186,416.44
Admin	4.00%	74,566.58
Legal	3.00%	55,924.93
Interest	4.00%	74,566.58
Contingency	5.00%	93,208.23
<b>Total Estimated Costs</b>		<b>2,348,847.14</b>
Sales Tax Funds - Infrastructure - 420		1,141,582.05
Special Assessments		1,050,095.56
Utility Funds - Street Lights - 528		152,113.78
Utility Funds - Stormwater - 524		5,055.75
<b>Unfunded Costs</b>		<b>0.00</b>

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



Thomas Knakmuhs, P.E.  
City Engineer





(12)

**Engineering Department**

225 4<sup>th</sup> Street North

Fargo, ND 58102

Phone: 701.241.1545 | Fax: 701.241.8101

Email: feng@FargoND.gov

www.FargoND.gov

May 6, 2026

Honorable Board of City  
Commissioners  
City of Fargo  
Fargo, ND

Re: Improvement District No. PR-26-F1

Dear Commissioners:

Bids were opened at 11:45 am on Wednesday, May 6, 2026, for Concrete Paving Rehab/Reconstruction, Improvement District No. PR-26-F1, located as follows: On 45th Street South from 9th Avenue South to 15th Avenue South.

The bids were as follows:

Dakota Underground Co Inc	\$5,666,676.30
Reede Construction, Inc.	\$5,997,418.35
Engineers Estimate	\$6,315,178.50

Private financial security is not needed.

One protest was received amounting to less than 1% of the Improvement District.

This office recommends award of the contract to Dakota Underground Co Inc. in the amount of \$5,666,676.30 as the lowest and best bid.

Sincerely,

Thomas Knakmuhs, P.E.

City Engineer



**Engineer's Statement Of Cost**  
**Improvement District # PR-26-F1**  
**Concrete Paving Rehab/Reconstruction**

On 45th Street South from 9th Avenue South to 15th Avenue South.

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:

Concrete Paving Rehab/Reconstruction Improvement District # PR-26-F1 of the City of Fargo, North Dakota.

Line	Description	Unit	Quantity	Unit Price (\$)	Amount (\$)
<b>Paving</b>					
1	Mobilization	LS	1.00	532,000.00	532,000.00
2	Temp Fence - Safety	LF	1,000.00	3.50	3,500.00
3	Remove Tree	EA	4.00	500.00	2,000.00
4	Remove Pavement All Thicknesses All Types	SY	7,960.00	45.00	358,200.00
5	Modify Inlet Type A	EA	3.00	1,200.00	3,600.00
6	Modify Inlet Type B	EA	3.00	2,000.00	6,000.00
7	Topsoil - Import	CY	400.00	45.00	18,000.00
8	Excavation	CY	934.00	25.00	23,350.00
9	Subcut	CY	500.00	10.00	5,000.00
10	Subgrade Preparation	SY	2,274.00	5.00	11,370.00
11	F&I Woven Geotextile	SY	2,274.00	2.20	5,002.80
12	F&I Class 5 Agg - 12" Thick	SY	2,274.00	25.00	56,850.00
13	Clean & Seal Concrete Joints	LF	78,340.00	3.63	284,374.20
14	Cross-Stitch Concrete Joints	EA	4,025.00	30.00	120,750.00
15	F&I Edge Drain 4" Dia PVC	LF	750.00	17.00	12,750.00
16	F&I Curb & Gutter Standard (Type II)	LF	3,090.00	54.00	166,860.00
17	Remove Curb & Gutter	LF	4,340.00	13.00	56,420.00
18	Repair Pavement - Partial Depth Conc	SF	750.00	125.00	93,750.00
19	F&I Pavement 10" Thick Doweled Conc	SY	8,940.00	180.00	1,609,200.00
20	F&I Median Nose Conc	SY	55.00	194.00	10,670.00

Line	Description	Unit	Quantity	Unit Price (\$)	Amount (\$)
21	F&I Sidewalk Curb	LF	141.00	56.00	7,896.00
22	F&I Sidewalk 4" Thick Reinf Conc	SY	1,030.00	92.00	94,760.00
23	F&I Sidewalk 6" Thick Reinf Conc	SY	920.00	112.00	103,040.00
24	Remove Sidewalk All Thicknesses All Types	SY	2,950.00	15.00	44,250.00
25	F&I Impressioned 6" Thick Reinf Conc	SY	620.00	200.00	124,000.00
26	F&I Driveway 7" Thick Reinf Conc	SY	50.00	122.00	6,100.00
27	Remove Driveway All Thicknesses All Types	SY	50.00	15.00	750.00
28	F&I Det Warn Panels Cast Iron	SF	756.00	70.00	52,920.00
29	F&I Asphalt Pavement FAA 43 w/ PG58H-34	Ton	60.00	787.00	47,220.00
30	F&I Casting - Inlet	EA	19.00	1,350.00	25,650.00
31	F&I Casting - Std Manhole	EA	14.00	1,100.00	15,400.00
32	F&I Casting - Floating Manhole	EA	24.00	2,510.00	60,240.00
33	Casting to Grade - Blvd	EA	5.00	500.00	2,500.00
34	Casting to Grade - w/Conc	EA	63.00	750.00	47,250.00
35	GV Box to Grade - w/Conc	EA	9.00	400.00	3,600.00
36	F&I Traffic Surface Gravel	Ton	1,000.00	25.00	25,000.00
37	Mill / Grind Conc Pvmt	SY	12,000.00	16.60	199,200.00
38	Mulching Type 1 Hydro	SY	5,000.00	2.20	11,000.00
39	Seeding Type C	SY	5,000.00	2.20	11,000.00
40	Stormwater Management	LS	1.00	10,000.00	10,000.00
41	Inlet Protection - Existing Inlet	EA	32.00	250.00	8,000.00
42	Traffic Control - Type 2	LS	1.00	101,000.00	101,000.00
43	Construction Signing	SF	400.00	12.50	5,000.00
44	Flagging	MHR	2,500.00	50.00	125,000.00
45	Traffic Control - Changeable Message Board	EA	4.00	8,550.00	34,200.00
46	F&I Landscaping	LS	1.00	16,500.00	16,500.00
47	F&I Rock Mulch	Ton	50.00	220.00	11,000.00
<b>Paving Total</b>					<b>4,572,123.00</b>
<b>Signing</b>					
48	F&I Sign Assembly	EA	4.00	136.00	544.00
49	Relocate Sign Assembly	EA	8.00	112.00	896.00
50	F&I Sign Assembly & Anchor	EA	2.00	230.00	460.00
51	F&I Diamond Grade Cubed	SF	120.00	12.00	1,440.00
52	F&I High Intensity Prismatic	SF	164.00	10.50	1,722.00
53	F&I Sign Assembly Mast Arm	EA	12.00	1,025.00	12,300.00

Line	Description	Unit	Quantity	Unit Price (\$)	Amount (\$)
54	F&I Flexible Delineator	EA	20.00	93.00	1,860.00
Signing Total					<b>19,222.00</b>
<b>Pavement Marking</b>					
55	Obliterate Pavement Markings	SF	432.00	10.50	4,536.00
56	F&I Grooved Plastic Film Message	SF	880.00	26.25	23,100.00
57	F&I Grooved Plastic Film 4" Wide	LF	2,808.00	7.35	20,638.80
58	F&I Grooved Plastic Film 6" Wide	LF	10.00	9.45	94.50
59	F&I Grooved Plastic Film 8" Wide	LF	4,016.00	12.05	48,392.80
60	F&I Grooved Contrast Film 7" Wide	LF	2,381.00	12.60	30,000.60
61	F&I Grooved Contrast Film 11" Wide	LF	100.00	15.75	1,575.00
62	Paint Epoxy Line 4" Wide	LF	200.00	5.25	1,050.00
63	Paint Epoxy Line 8" Wide	LF	180.00	10.50	1,890.00
64	Paint Epoxy Line 16" Wide	LF	50.00	21.00	1,050.00
65	Paint Epoxy Line 24" Wide	LF	20.00	31.50	630.00
66	Paint Epoxy Message	SF	64.00	26.25	1,680.00
67	F&I Methacrylate 6" Wide	LF	248.00	36.75	9,114.00
68	F&I Methacrylate 16" Wide	LF	1,096.00	63.00	69,048.00
69	F&I Methacrylate 24" Wide	LF	1,260.00	78.75	99,225.00
Pavement Marking Total					<b>312,024.70</b>
<b>Traffic Signals</b>					
70	Relocate Signal Standard Type V	EA	1.00	4,200.00	4,200.00
71	Salvage Signal Standard Type V	EA	1.00	3,150.00	3,150.00
72	F&I Detection Preformed Loop	EA	44.00	4,040.00	177,760.00
73	F&I Detection Sawed-In Loop	EA	16.00	4,040.00	64,640.00
74	F&I Foundation Type V	EA	1.00	3,150.00	3,150.00
75	Remove Foundation Type V	EA	2.00	2,100.00	4,200.00
76	Relocate Head	EA	3.00	2,625.00	7,875.00
77	F&I Signal Cable AWG 14/2	LF	5,200.00	5.25	27,300.00
78	F&I Signal Cable AWG 14/3	LF	800.00	6.30	5,040.00
79	F&I Signal Cable AWG 14/5	LF	260.00	7.35	1,911.00
80	F&I Signal Cable AWG 14/7	LF	330.00	8.40	2,772.00
81	F&I Signal Cable AWG 14/12	LF	630.00	9.45	5,953.50
82	F&I Signal Cable AWG 14/20	LF	610.00	12.60	7,686.00
83	F&I Signal Cable AWG 16/3	LF	3,200.00	6.30	20,160.00
84	F&I Signal Cable Loop Lead-in	LF	5,487.00	6.30	34,568.10

Line	Description	Unit	Quantity	Unit Price (\$)	Amount (\$)
85	F&I Mast-Arm Extension	EA	3.00	3,150.00	9,450.00
86	F&I Conduit 1" Dia	LF	560.00	17.85	9,996.00
87	F&I Conduit 2" Dia	LF	380.00	18.90	7,182.00
88	F&I Conduit 4" Dia	LF	130.00	21.00	2,730.00
89	F&I Ped Push Button & Sign	EA	30.00	3,150.00	94,500.00
90	F&I Ped Push Button Post	EA	23.00	4,646.00	106,858.00
91	F&I Pull Box	EA	8.00	4,200.00	33,600.00
92	Remove Pull Box	EA	10.00	4,200.00	42,000.00
93	Rem & Repl Pull Box Cover	EA	33.00	2,625.00	86,625.00
<b>Traffic Signals Total</b>					<b>763,306.60</b>
<b>Total Construction in \$</b>					<b>5,666,676.30</b>

Engineering	10.00%	566,667.63
Admin	4.00%	226,667.05
Legal	3.00%	170,000.29
Interest	4.00%	226,667.05
Contingency	5.00%	283,333.82
<b>Total Estimated Costs</b>		<b>7,140,012.14</b>
Special Assessments		2,196,947.16
State Funds - Other ND		4,943,064.98
<b>Unfunded Costs</b>		<b>0.00</b>

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



COVER SHEET  
CITY OF FARGO PROJECTS

113

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

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

Paving and Utility Rehab/Reconstruction

Improvement

District No. BR-26-D

Call For Bids	<u>May 11</u>	,	<u>2026</u>
Advertise Dates	<u>May 20 &amp; 27</u>	,	<u>2026</u>
Bid Opening Date	<u>June 17</u>	,	<u>2026</u>
Substantial Completion Date	<u>October 15</u>	,	<u>2026</u>
Final Completion Date	<u>November 15</u>	,	<u>2026</u>

<u>N/A</u>	PWPEC Report (Part of 2026 CIP)
<u>X</u>	Engineer's Report (Attach Copy)
<u>X</u>	Direct City Auditor to Advertise for Bids
<u>X</u>	Bid Quantities (Attach Copy for Auditor's Office Only)
<u>X</u>	Notice to Property Owners (Special Assessments)
<u>N/A</u>	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:

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





**ENGINEER'S REPORT  
PAVING AND UTILITY REHAB/RECONSTRUCTION  
IMPROVEMENT DISTRICT NO. BR-26-D  
8TH AVENUE SOUTH FROM 4TH STREET SOUTH TO  
THE EAST END OF 8TH AVENUE SOUTH**

**Nature & Scope**

This project is for the replacement of the water main, sanitary sewer mains, sanitary sewer services, storm inlet leads, concrete curb & gutter, asphalt pavement, and sidewalk repairs.

**Purpose**

The existing water main is cast iron pipe (CIP), which was installed up to 105 years ago and is being replaced with polyvinyl chloride (PVC) to minimize impacts and costs associated with breaks. The street reconstruction is necessary because the existing street section has deteriorated significantly and has exceeded its life expectancy. Reconstruction will include asphalt pavement, gravel base, curb and gutter, storm sewer inlets and leads, new sanitary sewer, new water main, driveway approaches, and sidewalk replacement. The project will be funded by a combination of City Funds (Wastewater Utility, Water Utility, Storm Sewer Utility and Infrastructure Sales Tax) 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 \$967,524.13. The cost breakdown is as follows:

**Sanitary Sewer**

<b>Construction Cost</b>		\$269,868.85
<b>Fees</b>		

Admin	4%	\$10,794.75
Contingency	5%	\$13,493.44
Engineering	10%	\$26,986.89
Interest	4%	\$10,794.75
Legal	3%	\$8,096.07

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<b>Total Estimated Cost</b>		<b>\$340,034.75</b>
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**Funding**

Utility Funds - Wastewater - 521	90.39%	\$307,368.39
Special Assessments	9.61%	\$32,666.36

**Water Main**

<b>Construction Cost</b>		\$308,046.05
<b>Fees</b>		

Admin	4%	\$12,321.84
Contingency	5%	\$15,402.30
Engineering	10%	\$30,804.61
Interest	4%	\$12,321.84
Legal	3%	\$9,241.38

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<b>Total Estimated Cost</b>		<b>\$388,138.02</b>
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**Funding**

Utility Funds - Water - 501	86.24%	\$334,741.65
Special Assessments	13.76%	\$53,396.37

**Storm Sewer**

<b>Construction Cost</b>		\$29,597.50
<b>Fees</b>		

Admin	4%	\$1,183.90
Contingency	5%	\$1,479.88
Engineering	10%	\$2,959.75
Interest	4%	\$1,183.90
Legal	3%	\$887.93

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<b>Total Estimated Cost</b>		<b>\$37,292.86</b>
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**Funding**

Utility Funds - Stormwater - 524	50.00%	\$18,646.43
Special Assessments	50.00%	\$18,646.43

**Paving**

<b>Construction Cost</b>		\$360,011.73
<b>Fees</b>		

Admin	4%	\$14,400.47
Contingency	5%	\$18,000.59
Engineering	10%	\$36,001.17
Interest	4%	\$14,400.47
Legal	3%	\$10,800.35

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<b>Total Estimated Cost</b>		<b>\$453,614.78</b>
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**Funding**

Sales Tax Funds - Infrastructure - 420	50.36%	\$228,431.02
Utility Funds - Wastewater - 521	11.02%	\$50,000.00
Utility Funds - Water - 501	11.02%	\$50,000.00
Special Assessments	27.60%	\$125,183.76

**Project Funding Summary**

Sales Tax Funds - Infrastructure - 420	18.74%	\$228,431.02
Utility Funds - Stormwater - 524	1.53%	\$18,646.43
Utility Funds - Wastewater - 521	29.31%	\$357,368.39
Utility Funds - Water - 501	31.56%	\$384,741.65
Special Assessments	18.86%	\$229,892.92

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**Total Estimated Project Cost** **\$1,219,080.41**

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-D  
8TH AVENUE SOUTH FROM 4TH STREET SOUTH TO  
THE EAST END OF 8TH AVENUE SOUTH**

**LOCATION:**

On 8th Avenue South from 4th Street South to the east end of 8th Avenue South.

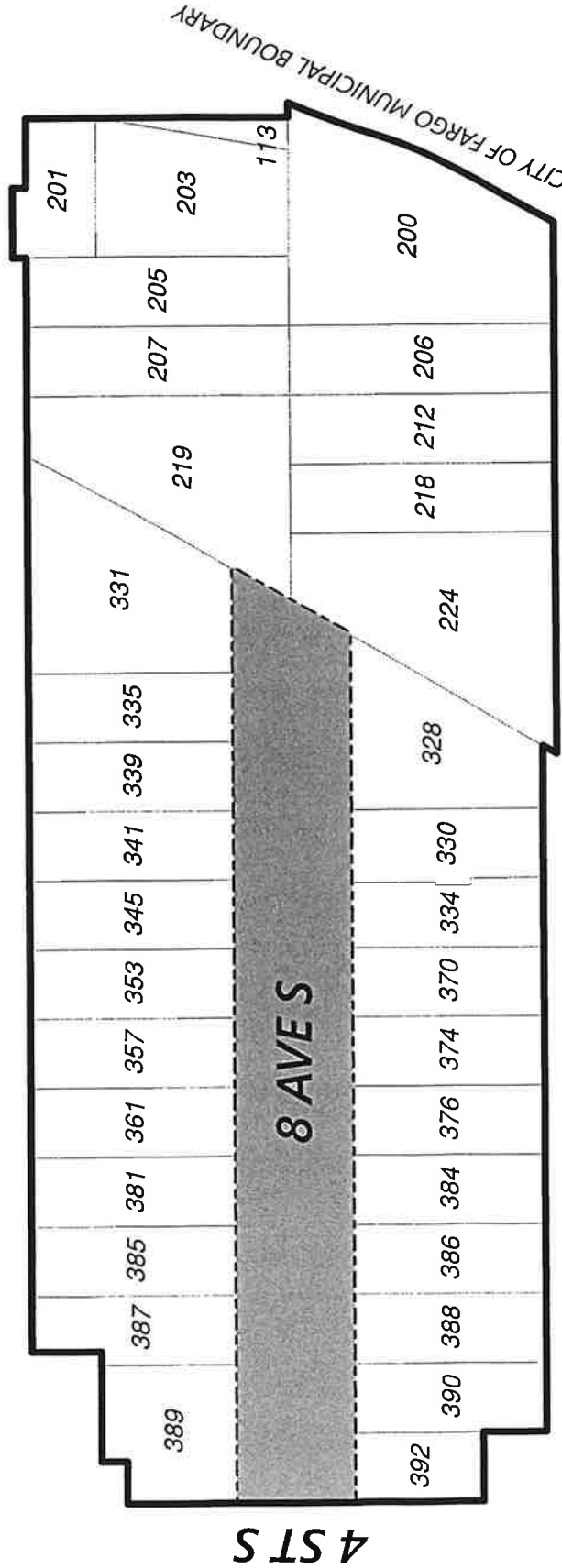
**COMPRISING:**

The area bounded on the north by 7th Avenue South, on the east by Red River, on the south by 9th Avenue South, and on the west by 4th Street South.

Refer to 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





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



15

**Fire Department**  
637 NP Avenue  
Fargo, ND 58102  
Phone: 701.241.1540 | Fax: 701.241.8125  
[www.FargoND.gov](http://www.FargoND.gov)

MEMORANDUM

**TO: FARGO CITY COMMISSION**

**FROM: FIRE CHIEF GARY LORENZ**

**DATE: MAY 18, 2026**

**SUBJECT: FIRE DEPARTMENT TRAINING CENTER LAND PURCHASING AGREEMENT**

In 2025 as part of the voter approved quarter cent Public Safety Sales Tax (PSST) initiative, one of the priorities identified by the Fargo Fire Department (FFD) for the use of these funds was the development of new fire department training grounds and necessary structures. A new training facility has been included as a goal in the last two fire department strategic plans as well. In addition to a training facility, a rebuild or remodel of Fire Station 4 located at 2701 1<sup>st</sup> Ave N was also included in the PSST priorities. To move forward, the FFD is requesting approval to purchase a 7.02-acre property located at 115 and 107 31<sup>st</sup> St S in Fargo. The asking price for this property was \$3,950,000 which included the removal of all unwanted structures. The City negotiated the price of the purchase to be \$3,125,000 with the city being responsible for any unwanted building removal. The negotiated purchase price was also reviewed against comparable property information available to the City and we believe the purchase price is fair and reasonable for the property.

These two properties will be combined into one parcel and will become the new location for the FFD training facilities. The location and size of this property will significantly benefit the department now and many decades into the future.

This location also has a functional railroad spur, which not only provides a benefit for the fire department to conduct hazardous materials rail car training, but it provides a substantial benefit to the public works department as well. There will be significant cost savings from being able to deliver road salt and other products by rail versus over the road trucks. There is also the potential to store public works equipment in a large building that is currently located on the property. This equipment is currently stored outdoors because there is no indoor storage space to accommodate it.

The current Fire Station 4 and associated training buildings are situated on a 1.03-acre lot located at 2701 1<sup>st</sup> Ave N. These buildings, known collectively as the Fred E. Saefke Fire Training center, were built in 1966 and have exceeded their useful life.

There are numerous reasons why a new training center and Fire Station 4 are needed. Some of these reasons include:

- The live burn training building is structurally degraded to the point where repairs are no longer feasible. Fire department staff can no longer retain engineers that will certify the building as structurally stable.

- The property is too small to adequately accommodate a fire station and currently needed training space. In 1966, the FFD operated out of four fire stations and had 74 employees. Today, there are eight fire stations and 149 employees. In 1966, there was no recruit academy and the hours required for incumbent annual training was minimal. Today, recruit academies are 18 weeks long with two scheduled every year. In addition, every firefighter is required to take part in a minimum 20 hours of on-duty training per month. Recruit academies and incumbent training often occur at the same time.
- The type and level of emergency services provided by the FFD requiring regular training has expanded since this facility was built. For example, training for specialized rescue, structural collapse, hostile threats, and hazardous materials events require additional classroom and outdoor training space.
- Fire Station 4 is outdated and does not have adequate space for training, fitness, or living. The bathroom facilities are not adequate to meet the needs of today's gender diverse workforce.
- There is no proper separation between living spaces and firefighting protective gear and apparatus, both of which are off-gassing carcinogenic products.
- Building mechanical systems are old and very difficult to maintain and repair.
- Two of the station apparatus bays and a parts room were previously used for vehicle maintenance and these areas have been modified several times to try and meet the needs of a growing training division. Renovations are no longer feasible.
- For office and classroom facilities, the training division utilizes the Bergseth building that is being leased to the City (Public Works) until a permanent location can be established.

The City Finance Department has indicated that no bonding is necessary for this purchase.

**Recommended Motion:** Move to approve the Purchase Agreement with Hempel Industrial Acquisitions, LLC to acquire the 7.02 acre property located at 115 and 107 31<sup>st</sup> St S in Fargo for the amount of \$3,125,000.

**PURCHASE AGREEMENT**

THIS PURCHASE AGREEMENT (“**Agreement**”) is made as of the [ ] day of May, 2026 (the “**Effective Date**”), by and between HEMPEL INDUSTRIAL ACQUISITIONS, LLC, a Minnesota limited liability company, and its successors and/or assigns (“**Seller**”), and the CITY OF FARGO, a municipal corporation organized and existing under the laws of the State of North Dakota, and its permitted successors and/or assigns (“**Buyer**”).

In consideration of this Agreement, Seller and Buyer agree as follows:

1. **Sale of Property.** Seller agrees to sell to Buyer and Buyer agrees to buy from Seller the following (collectively, the “**Property**”):

a. **Real Property.** The real property consisting of two parcels located at:

- i. 115 31st Street South (PID 01-5370-00055-010) (“**Parcel 1**”); and
- ii. 107 31st Street South (PID 01-3500-05180-000) (“**Parcel 2**”),

each in the City of Fargo, County of Cass, State of North Dakota, and as each is described on Exhibit A attached hereto (the “**Land**”), together with (1) all buildings and improvements located on the Land (“**Improvements**”), and (2) all plumbing, lighting, heating, air conditioning, ventilating, water conditioning and other fixtures located in the Improvements or on the Land and (3) all easements and rights benefiting or appurtenant to the Land or the Improvements (collectively the “**Real Property**”);

b. **Personal Property.** All personal property owned by Seller, located on the Real Property and used in connection with the maintenance or operation of the Real Property by Seller (“**Personal Property**”); provided, however, that Seller shall remove all Personal Property from the Real Property prior to Closing, except for such items, if any, Buyer may expressly designate in writing prior to the Contingency Date to remain on the Real Property.

c. **Contracts.** Seller’s interests in the contracts affecting all or any portions of the Property or relating to the use, ownership, maintenance, management or operation thereof (the “**Contracts**”), including, but not limited to, service and maintenance contracts, equipment leases and other similar contracts, that are designated by Buyer prior to the Contingency Date (as defined in Section 7 below) to be assumed at Closing (the “**Assumed Contracts**”);

d. **Permits.** Seller’s interests in any transferrable permits and licenses necessary for the operation of the Improvements, if any (“**Permits**”);

e. **Warranties.** Seller’s interests in all transferrable warranties relating to the Real Property or the Personal Property, if any (“**Warranties**”);

- f. Plans. Seller's interest in all blueprints, plans and specifications, if any, for the Real Property and the Personal Property ("**Plans**"); and
- g. Records. Any and all of the following books and records of Seller, in Seller's possession or reasonable control (and which Seller has the right to convey to Buyer), regarding the Real Property and the Personal Property (collectively, the "**Records**"):
  - i. title commitments and surveys;
  - ii. The Final Phase I Environmental Site Assessment report prepared by Landmark Environmental on behalf of Seller (the "**Phase I**"), which said Phase I will be provided by Seller to Buyer within one (1) business day of Seller's receipt of said Phase I from Landmark Environmental;
  - iii. real estate taxes and pending, levied or certified assessments for the preceding 12 months prior to the Effective Date;
  - iv. all Contracts pertaining to the Property or to which Seller is a party and
  - v. any site plans, site plan approvals or permits.

2. Purchase Price and Manner of Payment. The total purchase price ("**Purchase Price**") to be paid by Buyer to Seller for the Property shall be THREE MILLION ONE HUNDRED TWENTY-FIVE THOUSAND AND NO/100 DOLLARS (U.S. \$3,125,000.00), subject to the prorations and adjustments set forth in this Agreement. The Purchase Price shall be payable as follows:

- a. ONE HUNDRED THOUSAND AND NO/100 DOLLARS (U.S. \$100,000.00) as the earnest money (the "**Earnest Money**"), which Earnest Money shall be deposited with and held by FIRST AMERICAN TITLE INSURANCE COMPANY – NCS, 121 South 8<sup>th</sup> Street, Suite 1250, Minneapolis, MN 55402, Attn: Nicole Haapala, (612) 305-2014, [nhaapala@firstam.com](mailto:nhaapala@firstam.com) ("**Title Company**") in accordance with the terms of this Agreement within three (3) business days following the Effective Date;
- b. The balance of the Purchase Price to be received by Seller hereunder, subject to prorations and adjustments set forth in this Agreement, shall be paid by cashier's check, in cash, or by wire transfer of U.S. federal funds upon Closing.

The Earnest Money payable by Buyer hereunder is consideration for the rights granted to Buyer to purchase the Property. If requested by Buyer, the Title Company shall hold the Earnest Money in an interest-bearing account, provided that Buyer supplies the Title Company with Buyer's Taxpayer Identification Number and all necessary regulatory forms or other similar information reasonably required by the Title Company. Any interest accruing on the Earnest Money shall become part of the Earnest Money to be applied or disposed of in the same manner as the remainder of the Earnest Money. After the Contingency Date (as hereinafter defined), the Earnest Money shall be non-refundable, except in the event of a Seller default or as expressly set forth elsewhere in this Agreement. In the event that this Agreement is not earlier terminated, the Title Company

shall deliver the Earnest Money to Seller at the Closing and Buyer shall receive a credit against the Purchase Price for the full amount of the Earnest Money delivered to Seller. If the transaction contemplated by this Agreement fails to close, or this Agreement is otherwise terminated, the Title Company will disburse the Earnest Money to Seller or Buyer as provided in this Agreement. If Buyer has the right to terminate this Agreement and validly elects to so terminate this Agreement, (i) upon Seller's request, Buyer shall execute a termination of this Agreement to evidence that Buyer no longer has any right, title or interest in or to the Property or any part thereof, which may take the form of a Quit-Claim deed in form and substance adequate to convey all right, title and interest in the Property that Buyer may have to Seller, and (ii) neither party will have any further rights or obligations regarding this Agreement or the Property except those which expressly survive the termination of this Agreement.

3. Disclosure Materials. Within five (5) business days after the Effective Date, Seller, at its sole cost and expense, shall provide Buyer with complete and accurate copies of the Records, except for the Phase I, which will be provided to Buyer as set forth in Section 1(g)(ii).

4. Representations, Warranties and Covenants by Seller. Seller represents, warrants and covenants to Buyer as follows:

- a. Organization; Authority. Seller is duly organized and is in good standing under the laws of the State of Minnesota; Seller is duly qualified to transact business in the State of North Dakota; Seller has the requisite company power and authority to enter into and perform this Agreement and those Seller's Closing Documents (as defined herein) signed by it; such documents have been duly authorized by all necessary company action on the part of Seller and have been duly executed and delivered; such execution, delivery and performance by Seller of such documents does not conflict with or result in a violation of Seller's Articles of Organization or Operating Agreement, or any judgment, order, or decree of any court or arbiter to which Seller is a party; such documents are valid and binding obligations of Seller, and are enforceable in accordance with their terms.
- b. Title to Real Property. Seller will own as of the Closing Date the Real Property as of the Closing Date, free and clear of all encumbrances except the Permitted Encumbrances.
- c. Title to Personal Property. Seller will own as of the Closing Date the Personal Property as of the Closing Date, free and clear of all encumbrances except the Permitted Encumbrances.
- d. Utilities. Seller has received no written notice of any actual or threatened reduction or curtailment of any utility service now supplied to the Real Property.
- e. Rights of Others to Purchase Property. Seller has not entered into any other contracts for the sale of the Property, nor are there any rights of first refusal or options to purchase the Property or any other rights of others that might prevent the consummation of this Agreement.

- f. FIRPTA. Seller is not a “foreign person”, “foreign partnership”, “foreign trust” or “foreign estate” as those terms are defined in Section 1445 of the Internal Revenue Code.
- g. Agents and Employees. No management agents or other personnel employed by Seller in connection with the operation of the Real Property have the right to continue such employment with respect to the operation of the Real Property after the Closing Date. Other than the commission owed to Seller’s and/or Buyer’s broker identified in this Agreement, to Seller’s knowledge there are no claims for brokerage commission or other payments with respect to the existing Real Property, which will survive and remain unpaid after the Closing Date.
- h. Wells. Except as may be disclosed in the Records, Seller has no actual knowledge of any wells on the Real Property.
- i. Sewage Treatment System Disclosure. Except as may be disclosed in the Records, Seller has no actual knowledge of the existence of an individual sewage treatment system on the Real Property.
- j. Storage Tanks. Except as may be disclosed in the Records, Seller has no actual knowledge of any above ground, or underground tanks, currently located under, in or about the Real Property.

Seller will indemnify Buyer, its successors and assigns, against, and will hold Buyer, its successors and assigns, harmless from, any expenses or damages, including reasonable attorneys’ fees, that Buyer suffers or incurs because of the breach of any of the above representations, warranties and covenants. Each of the representations and warranties herein contained shall survive the Closing for a period of six (6) months. Wherever herein a representation is made “to the knowledge of Seller”, such representation is limited to the actual knowledge of Peter Fooshe, the current property manager for the Real Property, after reasonable inquiry of those employees or agents of Seller who would reasonably be expected to have knowledge of the matters addressed in such representation. EXCEPT FOR THE REPRESENTATIONS OF SELLER EXPRESSLY SET FORTH IN THIS AGREEMENT OR IN ANY CLOSING DOCUMENT, BUYER WARRANTS AND ACKNOWLEDGES TO AND AGREES WITH SELLER THAT BUYER IS PURCHASING THE PROPERTY IN ITS “AS-IS, WHERE IS” CONDITION “WITH ALL FAULTS” AND DEFECTS AS OF THE CLOSING DATE AND SPECIFICALLY AND EXPRESSLY WITHOUT ANY WARRANTIES, REPRESENTATIONS OR GUARANTEES, EITHER EXPRESS OR IMPLIED, AS TO ITS CONDITION, FITNESS FOR ANY PARTICULAR PURPOSE, MERCHANTABILITY, OR ANY OTHER WARRANTY OF ANY KIND, NATURE, OR TYPE WHATSOEVER FROM OR ON BEHALF OF SELLER. EXCEPT FOR THE REPRESENTATIONS OF SELLER EXPRESSLY SET FORTH IN THIS AGREEMENT OR IN ANY CLOSING DOCUMENT, SELLER SPECIFICALLY DISCLAIMS ANY WARRANTY, GUARANTY OR REPRESENTATION, ORAL OR WRITTEN, PAST OR PRESENT, EXPRESS OR IMPLIED, CONCERNING (A) THE VALUE, NATURE, QUALITY OR CONDITION OF THE PROPERTY, INCLUDING, WITHOUT LIMITATION, THE

WATER, STRUCTURAL INTEGRITY, SOIL AND GEOLOGY; (B) THE HABITABILITY, MERCHANTABILITY, MARKETABILITY, PROFITABILITY, OR FITNESS FOR A PARTICULAR PURPOSE OF THE PROPERTY; (C) THE MANNER OR QUALITY OF THE CONSTRUCTION OR MATERIALS, IF ANY, INCORPORATED INTO THE PROPERTY; (D) THE MANNER, QUALITY, STATE OF REPAIR OR LACK OF REPAIR OF THE PROPERTY; (E) ANY OTHER MATTER WITH RESPECT TO THE PROPERTY; (F) THE INCOME TO BE DERIVED FROM THE PROPERTY, (G) THE SUITABILITY OF THE PROPERTY FOR ANY AND ALL ACTIVITIES AND USES WHICH BUYER OR ANY TENANT MAY CONDUCT THEREON, (H) THE COMPLIANCE OF OR BY THE PROPERTY OR ITS OPERATION WITH ANY LAWS, RULES, ORDINANCES OR REGULATIONS OF ANY APPLICABLE GOVERNMENTAL AUTHORITY OR BODY, (I) COMPLIANCE WITH ANY ENVIRONMENTAL PROTECTION, POLLUTION OR LAND USE LAWS, RULES, REGULATIONS, ORDERS OR REQUIREMENTS, INCLUDING THE EXISTENCE IN OR ON THE PROPERTY OF HAZARDOUS MATERIALS, (J) THE RECORDS DELIVERED TO BUYER PURSUANT TO THIS AGREEMENT; OR (K) ANY OTHER MATTER WITH RESPECT TO THE PROPERTY. ADDITIONALLY, NO PERSON ACTING ON BEHALF OF SELLER IS AUTHORIZED TO MAKE, AND BY EXECUTION HEREOF BUYER ACKNOWLEDGES THAT NO PERSON HAS MADE, ANY REPRESENTATION, AGREEMENT, STATEMENT, WARRANTY, GUARANTY OR PROMISE REGARDING THE PROPERTY OR THE TRANSACTION CONTEMPLATED HEREIN; AND NO SUCH REPRESENTATION, WARRANTY, AGREEMENT, GUARANTY, STATEMENT OR PROMISE, IF ANY, MADE BY ANY PERSON ACTING ON BEHALF OF SELLER SHALL BE VALID OR BINDING UPON SELLER UNLESS EXPRESSLY SET FORTH HEREIN. BUYER FURTHER ACKNOWLEDGES AND AGREES THAT HAVING BEEN GIVEN THE OPPORTUNITY TO INSPECT THE PROPERTY, BUYER IS RELYING SOLELY ON ITS OWN INVESTIGATION OF THE PROPERTY AND NOT ON ANY INFORMATION PROVIDED OR TO BE PROVIDED BY SELLER EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT AND AGREES TO ACCEPT THE PROPERTY AT THE CLOSING AND WAIVE AND RELEASE ALL OBJECTIONS, SUITS, CAUSES OF ACTION, DAMAGES, LIABILITIES, LOSSES, DEMANDS, PROCEEDINGS, EXPENSES AND CLAIMS AGAINST SELLER (INCLUDING, BUT NOT LIMITED TO, ANY RIGHT OR CLAIM OF CONTRIBUTION) ARISING FROM OR RELATED TO THE PROPERTY OR TO ANY HAZARDOUS MATERIALS ON THE PROPERTY EXCEPT TO THE EXTENT ARISING FROM THE EXPRESS REPRESENTATIONS OF SELLER SET FORTH IN THIS AGREEMENT OR ANY CLOSING DOCUMENT. BUYER FURTHER ACKNOWLEDGES AND AGREES THAT ANY INFORMATION PROVIDED OR TO BE PROVIDED WITH RESPECT TO THE PROPERTY WAS OBTAINED FROM A VARIETY OF SOURCES AND THAT SELLER HAS NOT MADE ANY INDEPENDENT INVESTIGATION OR VERIFICATION OF SUCH INFORMATION AND, EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, MAKES NO REPRESENTATIONS AS TO THE ACCURACY, TRUTHFULNESS OR COMPLETENESS OF SUCH INFORMATION. SELLER IS NOT LIABLE OR BOUND IN ANY MANNER BY ANY ORAL OR WRITTEN STATEMENT, REPRESENTATION OR INFORMATION PERTAINING TO THE PROPERTY, OR THE OPERATION THEREOF, FURNISHED BY ANY REAL ESTATE BROKER, CONTRACTOR, AGENT, EMPLOYEE, SERVANT OR OTHER PERSON. THE PROVISIONS OF THIS SECTION ARE AN IMPORTANT BASIS OF THE BARGAIN INDUCING SELLER TO

CONVEY THE PROPERTY. THE PROVISIONS OF THIS SECTION SHALL SURVIVE THE CLOSING AND RECORDATION OF THE DEED OR ANY TERMINATION OF THIS AGREEMENT. Notwithstanding anything herein to the contrary, consummation of this Agreement by Buyer with knowledge of any breach of any representation, warranty or covenant by Seller will constitute a waiver or release by Buyer of any claims due to such breach.

5. Representations and Warranties by Buyer. Buyer represents and warrants to Seller that Buyer is a municipal corporation duly organized and existing under the laws of the State of North Dakota; that Buyer has the requisite power and authority to enter into this Agreement and the Buyer's Closing Documents to which it is a party, subject to all required governmental approvals; that the execution, delivery and performance of this Agreement and the Buyer's Closing Documents have been or will be duly authorized by all necessary official action, including, as applicable, approval by Buyer's governing body; that the individuals executing this Agreement and the Buyer's Closing Documents on behalf of Buyer are duly authorized to do so; and that the execution, delivery and performance by Buyer of such documents do not and will not conflict with or result in a violation of any applicable law, ordinance, resolution, charter provision, or any judgment, order or decree of any court or governmental authority applicable to Buyer. Buyer further represents that, upon due authorization and execution, this Agreement and the Buyer's Closing Documents will constitute valid and binding obligations of Buyer, enforceable against Buyer in accordance with their terms. Buyer will indemnify Seller, its successors and assigns, against, and will hold Seller, its successors and assigns, harmless from, any expenses or damages, including reasonable attorneys' fees, that Seller suffers or incurs because of the breach of any of the above representations and warranties, whether such breach is discovered before or after Closing; provided, however, that such indemnity shall be subject to all limitations on municipal liability under applicable law. Notwithstanding anything herein to the contrary, consummation of this Agreement by Seller with knowledge of any breach of any representation, warranty or covenant by Buyer will constitute a waiver or release by Seller of any claims due to such breach.

6. Performance Obligations.

- a. Access and Inspections. Prior to the expiration of the Contingency Date, Seller, without charge to Buyer, shall allow Buyer and Buyer's agents, access to the Real Property without charge, and at all reasonable times upon reasonable prior notice, for the purpose of Buyer's investigation, inspections and testing as Buyer deems necessary *provided, however*, Buyer is not permitted to perform any physically invasive, sampling, boring or drilling into the structures or ground comprising the Property, including, without limitation, a Phase II environmental site assessment, without (i) submitting to Seller the scope and specifications for such testing, and (ii) obtaining the prior written consent of Seller for such testing, including any consents required under the Acquisition Contract (as hereinafter defined), and which consent by Seller shall not be unreasonably withheld, conditioned or delayed, provided, however, that Buyer shall have the right to conduct a Phase II environmental site assessment if recommended by the Phase I Environmental Site Assessment, subject to reasonable coordination with Seller as to timing, scope, and manner of entry, and further subject to any consents required under the Acquisition Contract. Buyer shall pay all costs and expenses of all investigation and testing and

shall hold Seller and the Real Property harmless from all costs and liabilities relating to Buyer's activities. Buyer shall repair and restore any damage to the Real Property caused by or occurring during Buyer's testing or inspection and return the Real Property and/or Personal Property to substantially the same condition as existed prior to such entry. All testing or inspection shall be conducted so as not to unreasonably interfere with business conducted at the Real Property.

- i. Buyer agrees to indemnify, protect, defend, and hold Seller and its partners, members, managers, advisors, and other agents and their respective members, partners, trustees, beneficiaries, employees, officers, directors, and shareholders (collectively, the "**Indemnified Parties**") harmless from and against any and all property damage or personal injury claims (including, without limitation, reasonable attorneys' fees, court costs, and litigation expenses) suffered or incurred by any of the Indemnified Parties solely as a direct result of any activities of Buyer (including activities of any of Buyer's employees, consultants, contractors, or other agents) relating to the Real Property; provided, however, such indemnification shall not apply to the mere discovery of any adverse condition or pre-existing condition. In the event that the Real Property is damaged as a result of such activities, Buyer shall repair the Real Property to substantially its condition existing prior to the commencement of such activities, except with respect to any pre-existing condition. Furthermore, prior to engaging in any inspection activities at the Real Property, Buyer agrees to maintain and have in effect a program of self-insurance or a policy of commercial general liability insurance (including contractual indemnity coverage) (i) with limits of not less than One Million Dollars (\$1,000,000) per occurrence for personal injury, including bodily injury and death, and property damage, and (ii) with Seller named as additional insured party. Buyer shall deliver to Seller a copy of the certificates of insurance effectuating the insurance required hereunder prior to the commencement of such activities.
- ii. Prior to Closing, Buyer agrees and covenants with Seller not to disclose to any third party (other than lenders, investors, accountants, attorneys, and other professionals and consultants in connection with the transaction contemplated herein) without Seller's prior written consent, unless Buyer is obligated by law to make such disclosure, any of the reports or any other documentation or non-public information obtained by Buyer which relate to the Property or Seller in any way, including, without limitation, disclosures required under applicable public records laws. All such information shall be used by Buyer and its agents solely in connection with the transaction contemplated hereby. In the event that this Agreement is terminated, Buyer agrees that all such information will continue to be held in confidence by Buyer.
- iii. Seller acknowledges and agrees that Buyer and its representatives may conduct written or oral communications with (x) any tenants with respect to

the Property, and (y) governmental authorities with respect to any inspections or other matters pertaining to the Property; *provided that*, all such communications shall be coordinated through Seller and Seller shall have a right to participate in and be present during any such communications.

- b. Buyer, at its cost and expense, may cause the Real Property to be surveyed by a Registered Land Surveyor properly licensed to practice in the state where the Real Property is located (“**Survey**”).

7. **Contingencies.** The obligations of Buyer under this Agreement are contingent upon each of the following contingencies (each a “**Contingency**”):

- a. **Title.** On or before the Contingency Date, Title to the Property shall be acceptable to Buyer pursuant to the terms of Section 9 below.
- b. **Inspections and Testing.** Buyer shall have determined in its sole judgment on or before the Contingency Date, that it is satisfied with the results of all matters disclosed by physical inspections, soil tests, engineering inspections, hazardous waste and environmental reviews of the Property, and all other tests and inspections which Buyer deems necessary.
- c. **Document Review.** On or before the Contingency Date, Buyer shall have determined in its sole judgment that the Assumed Contracts, Permits, Warranties, Plans, Records and Permitted Encumbrances, are satisfactory.
- d. **Physical Condition of Property.** The Buyer shall have determined, on or before the Contingency Date, that it is satisfied with the physical condition of the Property, and with the zoning, access, drainage, floodplain designation, wetland areas, acreage, dimensions, and all other features and conditions of the Property which Buyer deems necessary for Buyer to purchase the Property.
- e. **Representations and Warranties.** The representations and warranties of Seller contained in this Agreement must be true in all material respects now and on the Closing Date as if made on the Closing Date and Seller shall have delivered to Buyer on the Closing Date a certificate dated as of the Closing Date, signed by an authorized representative of Seller, certifying that such representations and warranties are true in all material respects as of the Closing Date (the “**Bring-down Certificate**”).
- f. **Performance of Seller’s Obligations.** On or before the Closing Date, Seller shall have performed all of the material obligations required to be performed by Seller under this Agreement, as and when required by this Agreement.
- g. **Commission Approval.** On or before the Contingency Date, Buyer shall have obtained final approval of this Agreement and the transactions contemplated hereby

from Buyer's governing body, being the Fargo City Commission (the "**City Commission Approval**"). Buyer shall use commercially reasonable efforts to seek and obtain the City Commission Approval prior to the Contingency Date.

The term "**Contingency Date**" shall be the date which is thirty (30) days following the Effective Date. Buyer may elect to terminate this Agreement on or prior to the Contingency Date for any reason whatsoever in their sole and absolute discretion. Furthermore, if any Contingency has not been satisfied on or before the Contingency Date, the Closing Date, or such other date as expressly set forth herein, as applicable, then this Agreement may be terminated, at Buyer's option, by written notice from Buyer to Seller delivered not later than 5:00 p.m., Central Time, on the required date. With respect to any Contingency that expires on the Contingency Date, until such Contingency is satisfied, such notice of termination must be given on or before 5:00 p.m., Central Time, on the Contingency Date. With respect to any Contingency that expires on the Closing Date, until such Contingency is satisfied, such notice of termination must be given on or before 5:00 p.m., Central Time, on the date upon which the Closing Date is scheduled to occur, or such later date as may be expressly set forth herein. Upon any termination pursuant to and in accordance with this Section which occurs on or prior to the Contingency Date, the Earnest Money and any interest accrued thereon shall be returned to Buyer and upon such return, neither party will have any further rights or obligations regarding this Agreement or the Property, other than obligations that specifically survive the termination of this Agreement. If Buyer does not give a notice of termination on or prior to the Contingency Date, any Contingency expiring on the Contingency Date shall be deemed to be waived by Buyer. If Buyer does not give a notice of termination on or prior to the Contingency Date, or such later date as may be expressly set forth herein, all Earnest Money shall become non-refundable to Buyer (other than in connection with a termination of this Agreement as a result of Seller's default or except as set forth herein) and all such Contingencies shall be deemed to be waived by Buyer except for any Contingency expiring on the Closing Date, and Buyer shall proceed to closing in accordance with the other terms and conditions hereof.

8. Acquisition Contingency. Buyer acknowledges that Seller is under contract to acquire the Property (the "**Acquisition Contract**") and as of the Effective Date, Seller is not the fee owner of the Property. Notwithstanding anything herein to the contrary, Buyer acknowledges and agrees that this Agreement, and Seller and Buyer's obligations hereunder are expressly contingent upon Seller acquiring fee title to the Property (the "**Acquisition Contingency**"). In the event that the Acquisition Contingency is not satisfied by Seller by June 20, 2026 (the "**Acquisition Deadline**"), Seller and Buyer shall each have the right to terminate this Agreement upon written notice delivered to the other, provided any notice delivered by Buyer shall not be effective unless Seller fails to satisfy the Acquisition Contingency within fifteen (15) business days following receipt of any such notice from Buyer. Upon any such termination, this Agreement shall be deemed terminated, the Earnest Money shall be refunded to Buyer and thereafter neither party hereunder shall have any further liability to the other except for matters that expressly survive the termination of this Agreement. Buyer acknowledges and agrees that pursuant to the terms of the Acquisition Contract, Seller may assign its rights and interests in and to the Acquisition Contract to a third-party entity (the "**Assignee**") without the consent or approval of Buyer. Upon any such assignment, Seller shall provide written notice to Buyer, and the Assignee shall assume in writing all obligations of Seller under this Agreement arising from and after the effective date of such assignment. Following such assignment and assumption, Seller shall be released from all

obligations under this Agreement accruing from and after the effective date of the assignment, and Buyer agrees to look solely to the Assignee for the performance of such obligations, provided, however, that Hempel Industrial Acquisitions, LLC shall remain liable for Seller's obligations under this Agreement arising from and after the effective date of the assignment.

9. Title Examination. Title examination will be conducted as follows:

a. Title Evidence. Seller shall furnish the following to Buyer (the "**Title Evidence**"):

- i. Title Insurance Commitment. Within five (5) calendar days after the Effective Date, Seller will order, at Seller's cost, a title commitment ("**Title Commitment**") for an ALTA Owner's Extended Policy of Title Insurance committing to insure title to the Real Property in the name of the Buyer, deleting the preprinted or so-called standard exceptions and including affirmative insurance regarding zoning, contiguity, appurtenant easements and such other matters as may be identified by Buyer, in the amount of the Purchase Price, issued by the Title Company. The Title Commitment will include proper searches covering bankruptcies, state and federal judgments and liens and levied and pending special assessments and shall be accompanied by copies of all recorded documents presently affecting the Property.
- ii. Survey. Seller will deliver to Buyer an existing ALTA survey of the Property. Buyer may obtain a new or updated ALTA survey of the Property (the "**Survey**"), at Buyer's expense.

b. Buyer's Objections. On or prior to the Contingency Date, Buyer will make written objections ("**Objections**") to the form and/or contents of the Title Evidence. Buyer's failure to make Objections within such time period will constitute Buyer's waiver of its right to make Objections. Any matter shown on such Title Evidence and not objected to by Buyer shall be a "**Permitted Encumbrance**" under the terms of this Agreement. Notwithstanding the foregoing, Buyer shall have no obligation to object to and Seller shall satisfy prior to Closing any lien (monetary or otherwise) created, suffered or permitted by Seller. Seller shall notify Buyer within five (5) business days of receipt of the Objections of its intent to cure or not cure the Objections, in Seller's sole discretion ("**Seller's Objections Response**"). If Seller fails to provide such notice, Seller shall be deemed to have elected not to cure any Objections. If the Objections are not cured prior to Closing or if Seller notifies (or is deemed to have notified) Buyer that it does not intend to cure the Objections, Buyer will have the option to do any of the following:

- i. Terminate this Agreement within five (5) calendar days after the date of Seller's notice of its election, or deemed notice of its election, not to cure any Objections, and receive a refund of the Earnest Money and the interest accrued and unpaid on the Earnest Money, if any; or

- ii. Waive the objections and proceed to close.
- c. Title Policy. Buyer may obtain at Closing the title policy (“**Title Policy**”) issued by Title Company pursuant to the Title Commitment, or a suitably marked up Commitment initiated by Title Company undertaking to issue such a Title Policy in the form required by the Title Commitment.

10. Closing. The closing of the purchase and sale of the Property contemplated by this Agreement (the “**Closing**”) shall occur on June 30, 2026 (the “**Closing Date**”). The Closing shall occur in escrow at the Title Company, or at such other location or manner as is mutually agreeable to Buyer and Seller. The Seller agrees to deliver possession of the Property to the Buyer on the Closing Date.

- a. Seller’s Closing Documents. On the Closing Date, Seller shall execute and/or deliver to Buyer the following, the initial drafts of which shall be prepared by Seller (collectively, “**Seller’s Closing Documents**”):
  - i. Deed. A Limited Warranty Deed, in form reasonably satisfactory to Buyer, conveying the Real Property to Buyer, free and clear of all encumbrances, except the Permitted Encumbrances (the “**Deed**”).
  - ii. Bill of Sale. A Bill of Sale, in form reasonably satisfactory to Buyer, conveying the Personal Property, Assumed Contracts, Permits, Plans, Records, Warranties to Buyer.
  - iii. Bring-down Certificate. The Bring-down Certificate.
  - iv. Assignment of Contracts. An assignment or assumption of Seller’s interest in any Contracts Buyer has agreed to assume, duly executed by Seller.
  - v. Documents. To the extent available, original Records in Seller’s possession or control and copies of Records not previously delivered to Buyer by Seller.
  - vi. Resolution. A resolution of Seller authorizing and approving the transaction contemplated by this Agreement, certified as true and correct by an officer of Seller.
  - vii. Closing Statement. A closing statement prepared by the Title Company and duly executed by Seller.
  - viii. Seller’s Affidavit. A standard owner’s affidavit and/or indemnity which may be required by Title Company to issue an Owner’s Policy of Title Insurance with the standard exceptions waived.

- ix. FIRPTA Affidavit. A non-foreign affidavit, properly executed and in recordable form, containing such information as is required by IRC Section 1445(b)(2) and its regulations.
  - x. IRS Form. A Designation Agreement designating the “reporting person” for purposes of completing Internal Revenue Form 1099 and, if applicable, Internal Revenue Form 8594.
  - xi. Well Certificate. If applicable and required by law, a certificate signed by Seller warranting that there are no wells on the Property.
  - xii. Storage Tanks. If applicable and required by law, if the Property contains or contained any storage tanks, an affidavit with respect thereto.
  - xiii. Other Documents. All other documents reasonably determined by the Title Company or the Buyer to be necessary to transfer the Property to Buyer in compliance with this Agreement or which are to be entered into by, or given to, the parties upon Closing pursuant to the terms and conditions of this Agreement.
- b. Buyer’s Closing Documents. On the Closing Date, Buyer will execute and/or deliver to Seller the following (collectively, “**Buyer’s Closing Documents**”);
- i. Title Documents. Such affidavits of Buyer or other documents as may reasonably be determined by the Title Company or the Seller to be necessary to transfer the Property to Buyer in compliance with this Agreement.
  - ii. IRS Form. A Designation Agreement designating the “reporting person” for purposes of completing Internal Revenue Form 1099 and, if applicable, Internal Revenue Form 8594.
  - iii. Resolution. A resolution of the Buyer authorizing and approving the transaction contemplated by this Agreement, certified as true and correct by an officer of Buyer.
  - iv. Assignment. An assignment and assumption of Seller’s interest any Contracts Buyer has agreed to assume, duly executed by Buyer.
  - v. Closing Statement. A closing statement prepared by the Title Company and duly executed by Buyer.
- c. Prorations and Closing Costs. Seller and Buyer agree to the following prorations and allocation of costs regarding this Agreement:

- i. Title Insurance and Closing Fee. Buyer shall pay all costs of the Survey and ½ of the Title Company's closing and/or escrow fees. Seller shall pay for the cost of the issuance of Title Commitment and ½ of the Title Company's closing and/or escrow fees. Buyer will pay for the premium required for the issuance of the Title Policy, including any endorsements thereto, and all additional premiums required for the issuance of any mortgagee's Title Policy, including any endorsements thereto, required for Buyer's lender.
- ii. Real Estate Taxes and Special Assessments.
  1. Seller shall pay, on or before the Closing Date, all real estate taxes and installments of special assessments payable in any year prior to the year in which Closing occurs.
  2. General real estate taxes and installments of special assessments which are certified for payment with the real estate taxes in year of Closing shall be prorated between Buyer and Seller as of the Closing Date, with the Closing Date being allocated to Buyer. All general real estate taxes and installments of special assessments due and payable from and after the Closing Date shall be assumed by Buyer.
- iii. Recording Costs - Seller. Seller will pay the cost of recording the Deed and all other documents necessary to place record title in the condition warranted and required of Seller in this Agreement.
- iv. Recording Costs - Buyer. Buyer will pay the cost of recording any mortgages and related documents which Buyer grants on the Real Property in connection with the transaction contemplated by this Agreement.
- v. Utility and Operating Costs. All utility costs, declaration or association assessments, and other operating costs pertaining to the Property not otherwise provided for herein will be allocated between Seller and Buyer as of the Closing Date, so that Seller shall pay that part of such costs attributable to the period before the Closing Date and the Buyer shall pay that part of such costs attributable to the period from and after the Closing Date. Except for Assumed Contracts only, no fees or payments owed under the Contracts shall be prorated. Prior to Closing, Seller shall notify all utilities serving the Property of the pending change in ownership and direct that all future billings be made to Buyer with no interruption of service. Seller shall cause all applicable meters for all utilities to be read during the daylight hours on the Closing Date, and Seller shall pay all charges for all utilities through that time. At the request of Buyer, Seller shall complete any and all forms required by the local telephone company to allow Buyer to use the existing phone number for the Property, if any.

- vi. Attorney's Fees. Each of the parties will pay its own attorneys' fees, except that a party defaulting under this Agreement or any closing document will pay the reasonable attorneys' fees and court costs incurred by the non-defaulting party in enforcing its rights under this Agreement and/or the closing documents.

11. Remedies. If Buyer defaults under this Agreement, Sellers shall have the right to terminate this Agreement by giving written notice to Buyer so long as Buyer fails to cure such default on or prior to the fifteenth (15<sup>th</sup>) day after receiving such notice. Thereafter the parties agree to sign a cancellation or termination of this Agreement, and upon such termination Sellers shall be paid the Earnest Money, together with any accrued interest, as liquidated damages, time being of the essence of this Agreement. The termination of this Agreement and retention of the Earnest Money will be the sole remedy available to Seller for such default by Buyer, and Buyer will not be liable for damages or specific performance. If Seller fails to cure a Seller default within fifteen (15) days after the date that notice of default is given by Buyer to Seller, Buyer may, as its sole and exclusive remedy, do either (but not both) of the following: (a) seeking and recovering from Seller specific performance of this Agreement, provided Buyer must commence any such action within ninety (90) days after the scheduled Closing Date, or (b) seeking and recovering damages from Seller for Seller's defaults hereunder, provided, notwithstanding the foregoing or any other provision of this Agreement to the contrary, except with respect to any fraud committed by Seller, Seller's liability for damages pursuant to this Section 11 shall be limited to the lesser of (i) Buyer's actual damages, or (ii) one hundred thousand dollars (\$100,000.00).

12. Damage. If, prior to the Closing Date, all or any part of the Property is substantially damaged by fire or other casualty, the elements, or any other cause, Seller shall promptly following Seller's receipt of knowledge thereof give written notice to Buyer of such fact and at Buyer's option (to be exercised within fifteen (15) days after receipt of Seller's written notice), this Agreement shall terminate, in which event neither party will have any further obligations under this Agreement and the Earnest Money, together with any accrued interest, shall be refunded to Buyer. If Buyer fails to elect to terminate despite such damage, or if the Property is damaged but not substantially, Seller shall promptly commence to repair such damage or destruction and return the Property to substantially the condition it was in prior to such damage. If such damage shall be completely repaired prior to the Closing Date, then there shall be no reduction in the Purchase Price and Seller shall retain the proceeds of all insurance related to such damage. If such damage has not been completely repaired prior to the Closing Date but Seller is diligently proceeding to repair, then Seller shall complete the repair after the Closing Date and shall be entitled to receive the proceeds of all insurance related to such damage after repair is completed; provided, however, Buyer shall have the right to delay the Closing Date until the repair is completed. If Seller has not begun to repair such damage then Buyer shall have the right to require the Closing to occur and Seller shall assign to Buyer all right to receive the proceeds of all insurance related to such damage together with an amount representing the "insurance deductible," and the Purchase Price shall remain the same. For purposes of this Section, the words "**substantially damaged**" mean damage that would cost \$250,000.00 or more to repair.

13. Condemnation. If, prior to the Closing Date, eminent domain proceedings are commenced against all or any part of the Property, Seller shall promptly give written notice to Buyer of such

fact following Seller's receipt of knowledge thereof and, at Buyer's option (to be exercised within fifteen (15) days after Seller's notice), this Agreement shall terminate, in which event neither party will have further obligations under this Agreement and the Earnest Money, together with any accrued interest, shall be refunded to Buyer. If Buyer shall fail to give such notice then there shall be no reduction in the Purchase Price, and Seller shall assign to Buyer at the Closing Date all of Seller's right, title and interest in and to any award made or to be made in the condemnation proceedings. Prior to the Closing Date, Seller shall not designate counsel, appear in, or otherwise act with respect to the condemnation proceedings without Buyer's prior written consent.

14. Broker's Commission. Seller and Buyer each warrants and represents to the other that neither has had any dealings with any broker, agent, or finder relating to the sale of the Property or the transactions contemplated hereby. Buyer and Seller agree to indemnify and hold the other harmless against any claim for brokerage commissions, compensation or fees by any other broker, agent, or finder in connection with the sale of the Property or the transactions contemplated hereby resulting from the acts of the indemnifying party. The provisions of this Section shall survive Closing or any termination of this Agreement.

15. Mutual Indemnification. Seller and Buyer agree to indemnify each other against, and hold each other harmless from, all liabilities (including reasonable attorneys' fees in defending against claims) arising out of the ownership, operation or maintenance of the Property for their respective periods of ownership. Such rights to indemnification will not arise to the extent that (a) the party seeking indemnification actually receives insurance proceeds or other cash payments directly attributable to the liability in question (net of the cost of collection, including reasonable attorneys' fees) or (b) the claim for indemnification arises out of the act or neglect of the party seeking indemnification. If and to the extent that the indemnified party has insurance coverage, or the right to make claim against any third party for any amount to be indemnified against as set forth above, the indemnified party will, upon full performance by the indemnifying party of its indemnification obligations, assign such rights to the indemnifying party or, if such rights are not assignable, the indemnified party will diligently pursue such rights by appropriate legal action or proceeding and assign the recovery and/or right of recovery to the indemnifying party to the extent of the indemnification payment made by such party. The terms of this Section shall survive Closing.

16. Assignment. Buyer may assign its rights under this Agreement before the Closing to a subsidiary or otherwise affiliated entity, provided, however that no such assignment shall release Buyer from any obligations or liability arising under this Agreement.

17. Survival. Except as otherwise expressly set forth herein, all of the terms of this Agreement will survive and be enforceable after the Closing.

18. Notices. Any notice required or permitted to be given by any party upon the other is given in accordance with this Agreement if it is: (i) delivered personally to an officer of Seller or Buyer, as applicable, or (ii) if mailed by United States registered or certified mail, return receipt requested, postage prepaid, or (iii) sent by e-mail, addressed as follows, or (iv) if deposited cost paid with a nationally recognized, reputable overnight courier, properly addressed as follows:

If to Seller:                   HEMPEL INDUSTRIAL ACQUISITIONS, LLC,

c/o Hempel Real Estate  
800 LaSalle Avenue, Suite 1250  
Minneapolis, MN 55402  
Attn: Joshua D. Krsnak  
Email: [josh@hempelcompanies.com](mailto:josh@hempelcompanies.com)

With a copy to: SUMMIT REAL ESTATE LAW, PLC  
800 LaSalle Avenue, Suite 1250  
Minneapolis, MN 55402  
Attn: Nicholas J. Monson, Esq.  
Email: [nick@summitrelaw.com](mailto:nick@summitrelaw.com)

If to Buyer: CITY OF FARGO  
[ 225 4<sup>th</sup> Street N.,  
Fargo, ND 58102  
Attn: Gary Lorenz  
Email: [glorenz@fargond.gov](mailto:glorenz@fargond.gov)

With a copy to: SERKLAND LAW FIRM  
10 Roberts Street  
Fargo, ND 58102  
Attn: Ian R. McLean  
Email: [imclean@serklandlaw.com](mailto:imclean@serklandlaw.com)

Notices shall be deemed effective on the earlier of the date of receipt if delivered personally, one business day after the date of delivery to the reputable express courier if delivered to the courier for overnight delivery, one business day after the date of deposit in the U.S. Mail, if so mailed, or on the date of transmission if sent by e-mail. Any party may change its address for the service of notice by giving written notice of such change to the other party, in any of the manners specified above.

19. Captions. The paragraph headings or captions appearing in this Agreement are for convenience only, are not a part of this Agreement and are not to be considered in interpreting this Agreement.

20. Entire Agreement; Modifications. This written Agreement constitutes the complete agreement between the parties and supersedes any prior oral or written agreements between the parties regarding the Property. There are no verbal agreements that change this Agreement and no waiver or modification of any of its terms will be effective unless set forth in a writing executed by the parties.

21. Binding Effect. This Agreement binds and benefits the parties and their successors and assigns.

22. Waiver of Consequential Damages. Each party hereby waives the right to seek and to recover any incidental, consequential, exemplary, extraordinary, or punitive damages as a result

of the breach by the other party of any of the provisions hereof.

23. Controlling Law and Venue. This Agreement has been made under the laws of the State of North Dakota, which will control its interpretation. Any dispute concerning this Agreement or the actions of the parties hereunder shall be venued in North Dakota State District Court in the County in which the Property is located.

24. Time of the Essence. Time is of the essence of this Agreement and each and every term and condition hereof. If the time for performance of any obligations hereunder falls on a Saturday, Sunday or a day which is a North Dakota state or federal holiday, the time for performance of such obligations shall be extended to the next day which is not a Saturday, Sunday or North Dakota state or federal holiday.

25. Counterparts, Electronic Signatures. This Agreement may be executed in any number of counterparts, each of which will be deemed to be an original, but all of which, when taken together, constitute the same instrument. Delivery by facsimile or by electronic transmission in portable document format (PDF) or other similar electronic form of an executed counterpart of this Agreement is as effective as delivery of an originally executed counterpart of this Agreement. A party's signature to this Agreement by DocuSign, Adobe Sign, or similar electronic application shall be given the same force and effect as such party's manual signature.

26. No Waiver. Neither the failure of either party to exercise any power given such party hereunder or to insist upon strict compliance by the other party with its obligations hereunder, nor any custom or practice of the parties at variance with the terms hereof constitutes a waiver of either party's right to demand exact compliance with the terms hereof.

27. Severability. If any one or more of the provisions of this Agreement or the applicability of any provision to a specific situation is held to be invalid or unenforceable, the provision will be modified to the minimum extent necessary to make it or its application valid and enforceable, and the validity and enforceability of all other provisions of this Agreement and all other applications of the provisions will not be affected by any such invalidity or unenforceability.

28. 1031 Exchange. Seller and Buyer agree to cooperate with reasonable requests made by the other to effect the requesting party's like-kind exchange of real property pursuant to Section 1031 of the United States Internal Revenue Code (the "Code") and similar provisions of applicable state law; provided that (i) the cooperating party shall not be required to incur any cost, expense or liability in connection with the same, (ii) neither party shall be allowed to delay the Closing except as expressly set forth herein, (iii) neither party shall be obligated to execute any note, contract, deed or other document not otherwise expressly provided for in this Agreement providing for any personal liability, nor shall either party be obligated to take title to any property other than the Property as otherwise contemplated in this Agreement or incur additional expense for the benefit of the other party, (iv) the exchanging party shall not be released from any obligations or liabilities under this Agreement, (v) the exchanging party shall structure the transaction as an exchange agreement involving a "Qualified Intermediary" as defined in the regulations issued under Section 1031 of the Code; and (vi) the exchanging party shall send and the other party shall receive notice of the proposed structure of the transaction and identity of the Qualified Intermediary at

least five (5) days prior to the Closing Date. Each party shall indemnify and hold the other harmless against any liability which arises or is claimed to have arisen on account of any exchange proceedings that is initiated on behalf of the indemnifying party, which indemnification obligation shall be a surviving obligation.

29. **Limitation on Liability.** The representations, warranties, indemnities, undertakings, covenants and agreements of Seller and Buyer under this Agreement and under documents executed at Closing shall not constitute personal obligations of the officers, directors, employees, agents, trustees, partners, members, representatives, shareholders or other principals or representatives of Seller or Buyer, and no personal liability or personal responsibility of any sort with respect thereto or any alleged breach thereof is assumed by, or shall at any time be asserted or enforceable against any of the officers, directors, employees, agents, trustees, partners, members, representatives, shareholders or other principals or representatives of Seller or Buyer. Notwithstanding anything herein to the contrary, if any representation of Seller shall fail to be true in any material and adverse respect, and the same is known to Buyer prior to Closing, Buyer's sole remedy shall be to terminate this Agreement and receive the return of the Earnest Money and upon the receipt of same, this Agreement shall be null and void and of no further force or effect and, except for those provisions expressly stated to survive the termination of this Agreement, neither party shall have any rights or obligations against or to the other. Notwithstanding anything herein to the contrary, Seller's maximum liability after Closing for any breach of an express representation or warranty set forth herein, shall not exceed, in the aggregate, an amount equal to \$200,000 (the "Cap"), provided the Cap shall not apply to any damages suffered or incurred by Buyer as a result of any fraud or intentional misrepresentation on the part of Seller or (i) breaches of Seller's representations regarding title to the Property, (ii) Seller's authority to enter into this Agreement; or (iii) any environmental matters or violations of applicable environmental laws actually caused by or on behalf of Seller. In addition, Seller shall have no liability related to any representation or warranty made by Seller unless and until such liability exceeds \$20,000 in the aggregate, after which Buyer shall be entitled to recover all such damages from the first dollar. The provisions of this Section shall survive the Closing or termination of this Agreement.

30. **Recordation.** Buyer and Seller agree not to record this Agreement or any memorandum hereof. The terms of this Section shall survive any termination of this Agreement.

31. **WAIVER OF TRIAL BY JURY.** THE RESPECTIVE PARTIES HERETO SHALL AND HEREBY WAIVE TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM BROUGHT BY EITHER OF THE PARTIES HERETO AND AGAINST THE OTHER ON ANY MATTERS WHATSOEVER ARISING OUT OF OR IN ANY WAY CONNECTED WITH THIS AGREEMENT, OR FOR THE ENFORCEMENT OF ANY REMEDY UNDER ANY STATUTE OR OTHERWISE.

32. **Prohibited Persons and Transactions.** Buyer represents that neither Buyer nor any of its affiliates, nor any of their respective partners, members, shareholders or other equity owners, and none of their respective employees, officers, directors, representatives or agents is, nor will they become, a person or entity with whom United States persons or entities are restricted from doing business under regulations of the Office of Foreign Asset Control ("OFAC") of the Department of the Treasury (including those named on OFAC's Specially Designated Nationals and Blocked

Persons List) or under any statute, executive order (including the September 24, 2001, Executive Order Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism), or other governmental action and is not and will not engage in any dealings or transactions or be otherwise associated with such persons or entities. The foregoing representations shall survive Closing and any termination of this Agreement.

[Signatures to Follow]

IN WITNESS WHEREOF, Seller and Buyer have executed this Agreement as of the Effective Date set forth above.

**BUYER:**

CITY OF FARGO,  
a municipal corporation organized and existing under the laws of the State of North Dakota

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

ATTEST:

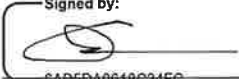
\_\_\_\_\_  
Angie Bear, Deputy City Auditor

[signatures continued on next page]

IN WITNESS WHEREOF, Seller and Buyer have executed this Agreement as of the Effective Date set forth above.

**SELLER:**

HEMPEL INDUSTRIAL ACQUISITIONS, LLC,  
a Minnesota limited liability company

By:   
Name: William Katter  
Its: President

**ESCROW RECEIPT**

The undersigned hereby acknowledges receipt of \$100,000.00 as the Earnest Money and agrees to hold and disburse the Earnest Money pursuant to this Purchase Agreement.

**TITLE COMPANY:**

**FIRST AMERICAN TITLE INSURANCE COMPANY**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

**EXHIBIT A**  
**Real Property Description**

Real property in the City of Fargo, County of Cass, State of North Dakota, described as follows:

Parcel 1:

Lot 1, in Block 1, Lavelle First Addition to the City of Fargo, a part of the North Half of Section 11, Township 139 North, Range 49 West of the Fifth Principal Meridian, Cass County, North Dakota, EXCEPT that part of said Lot 1, Block 1, Lavelle First Addition to the City of Fargo, Cass County, North Dakota, conveyed to North Dakota Department of Transportation by Warranty Deed dated March 17, 2004, filed March 26, 2004, as Document No. 1097031, and described as follows: That part of said Lot 1 lying Northerly, Northwesterly and Northerly of the following described line: Commencing at the Northeast corner of said Lot 1; thence South 02 degrees 03 minutes 59 seconds East (assumed bearing), along the Easterly line of said Lot 1, for a distance of 42.25 feet to the true point of beginning of said line; thence South 87 degrees 42 minutes 06 seconds West for a distance of 125.45 feet; thence South 65 degrees 15 minutes 04 seconds West for a distance of 33.22 feet; thence South 20 degrees 20 minutes 59 seconds West for a distance of 33.22 feet; thence South 87 degrees 53 minutes 57 seconds West for a distance of 5.00 feet to a point of intersection with the Westerly line of said Lot 1 and the point of termination; said tract of land is depicted as Parcel No. 6-5 on North Dakota Department of Transportation Right of Way Plat filed January 27, 2005, as Document No. 1128083 in Book G9 of Plats, Page 77.

Parcel 2:

That part of the Northwest Quarter of the Northeast Quarter of Section 11, Township 139 North of Range 49 West of the Fifth Principal Meridian, situate in the City of Fargo, Cass County, North Dakota, described as follows: Commencing at the point of intersection of the Southerly right-of-way line of Main Avenue and the Westerly right-of-way line of 31st Street South as originally platted, said point being 90.00 feet Southerly of the North line of said Section 11; thence South 02 degrees 06 minutes 03 seconds East (assumed bearing), along the Westerly right-of-way line of said 31st Street South as originally platted, for a distance of 408.29 feet; thence continue South 02 degrees 06 minutes 03 seconds East, along the Westerly right-of-way line of said 31st Street South as originally platted, for a distance of 137.00 feet to the true point of beginning; thence continue South 02 degrees 06 minutes 03 seconds East, along the Westerly right-of-way line of said 31st Street South as originally platted, for a distance of 39.63 feet to the Northeast corner of Lot 1, Block 1, Lavelle First Addition; thence South 87 degrees 48 minutes 52 seconds West, along the Northerly line of said Lavelle First Addition for a distance of 276.54 feet to a point of intersection with the Westerly line of the Northwest Quarter of the Northeast Quarter of said Section 11; thence North 02 degrees 03 minutes 59 seconds West, along the Westerly line of the Northwest Quarter of the Northeast Quarter of said Section 11, and along the Northerly line of said Lavelle First Addition for a distance of 82.75 feet; thence North 87 degrees 42 minutes 06 seconds East for a distance of 227.85 feet; thence South 69 degrees 44 minutes 56 seconds East for a distance of 33.36 feet; thence South 24 degrees 39 minutes 01 seconds East for a distance of 33.36 feet; thence North 87 degrees 53 minutes 57 seconds East for a distance of 5.00 feet to the true point of beginning.

(16)

To: Board of City Commissioners  
From: Jill Minette, Director of Human Resources  
Re: Blue Cross Blue Shield of North Dakota - Benefit Plan Agreement  
Date: May 7, 2026

Please see the attached Blue Cross Blue Shield of North Dakota (BCBSND) Benefit Plan Agreement. The agreement reflects the renewal terms previously approved for the 2026 plan year and has been reviewed by the City Attorney.

**RECOMMENDED MOTION:** To approve the Blue Cross Blue Shield of North Dakota (BCBSND) Benefit Plan Agreement.

# **CITY OF FARGO**

**January 1, 2026 through December 31, 2026**

Important: The DakotaBlue Benefit Plan is available to employer groups in the following North Dakota counties:  
Cass, Richland and Ransom

## BENEFIT PLAN AGREEMENT

This Benefit Plan Agreement ("Agreement") is entered into between CITY OF FARGO ("the Plan Sponsor"), CITY OF FARGO ("the Plan Administrator") and Blue Cross Blue Shield of North Dakota ("BCBSND"). Throughout this Agreement, BCBSND is referred to as the "Company."

The Plan Sponsor has established and maintains a fully insured group health plan (the Plan) which provides, among other things, various benefits to Members in the Plan, as set forth in the Certificate of Insurance provided to plan Members. The Plan Administrator is the administrator of the Plan established through this Agreement.

In consideration of payment of required premium and acceptance of applications, the Company enters into this Agreement with the Plan Sponsor and the Plan Administrator. The Company agrees to provide plan Members the benefits set forth in the Certificate of Insurance, in accordance with its terms and conditions. This Agreement also includes the Certificate of Insurance, applications, Identification Cards and any endorsements, supplements, attachments, addenda or amendments.

FOR VALUABLE CONSIDERATION, THE PARTIES AGREE AS FOLLOWS:

### 1. EFFECTIVE DATE AND PLAN YEAR

This Agreement is effective January 1, 2026, through December 31, 2026, unless terminated as provided in Section 7. TERMINATION.

For the purposes of the costs of any and all benefits and services extended through this Benefit Plan, including the implementation of any benefit changes required under federal or state law, the Plan Administrator agrees that the Plan Year shall commence on January 1, unless it is terminated by one of the parties as specified in Section 7. TERMINATION.

### 2. DEFINITIONS

This section defines the terms used in this Agreement. These terms will be capitalized throughout this Agreement when referred to in the context defined.

- 2.1 **CLAIM** - notification in a form acceptable to the Company that services have been provided or furnished to a Member.
- 2.2 **DATA AGGREGATION** - the combining of Protected Health Information the Company creates or receives for or from the Plan and for or from other health plans or health care providers for which the Company is acting as a business associate to permit data analyses that relate to the Health Care Operations of the Plan and those other health plans or providers.
- 2.3 **HEALTH CARE OPERATIONS** - any of the activities of a health plan to the extent the activities relate to those functions that make it a health plan.
- 2.4 **MEMBER** - the Subscriber and any dependent of a Subscriber or any other person designated by a Subscriber or by the terms of the Plan who is or may become entitled to a benefit under the Plan. The term shall also include any proprietor, partner, or owner of the Plan Sponsor, if any, who is designated by the terms of the Plan who is or may become entitled to a benefit under the Plan. In no case shall the term Member include any person not otherwise entitled to coverage under the terms of the Plan.

For the purposes of determining the various benefits and restrictions or other limitations thereto made available to a Member under the terms of this Agreement, all benefits under any Plan option or tier (and any restrictions or other limitations thereto) made available to or received by a Member shall accumulate toward that Member's benefits and any restrictions and other limitations thereto.

- 2.5 **PAYMENT** - activities undertaken to obtain premiums, determine or fulfill coverage and benefits, or obtain or provide reimbursement for health care services.

- 2.6 **PROTECTED HEALTH INFORMATION (PHI)** - individually identifiable health information, including summary and statistical information, collected from or on behalf of a Member that is transmitted by or maintained in electronic media, or transmitted or maintained in any other form or medium and that:
- A. is created by or received from a Health Care Provider, health care employer, or health care clearinghouse;
  - B. relates to a Member's past, present or future physical or mental health or condition;
  - C. relates to the provision of health care to a Member;
  - D. relates to the past, present, or future payment for health care to or on behalf of a Member; or
  - E. identifies a Member or could reasonably be used to identify a Member.

Educational records and employment records are not considered PHI under federal law.

- 2.7 **SECURITY INCIDENT** - any attempted or successful unauthorized access, use, disclosure, modification, or destruction of a Member's electronic PHI or interference with the Company's system operations in the Company's information systems.
- 2.8 **STANDARD TRANSACTIONS** - health care financial or administrative transactions conducted electronically for which standard data elements, code sets and formats have been adopted in accordance with federal or state law.
- 2.9 **SUBSCRIBER** - any employee of the Plan Sponsor who is or may become eligible to receive a benefit under the Plan. The term includes all common law employees as well as any proprietors, partners, or other owners who work for the Plan Sponsor, if any, and who are otherwise entitled to coverage under the Plan. Notwithstanding the above, in no case shall the term Subscriber include any person not otherwise entitled to coverage under the terms of the Plan.
- 2.10 **SUCCESSFUL SECURITY INCIDENTS** - Security Incidents that result in unauthorized access, use, disclosure, modification, or destruction of information or interference with system operations.
- 2.11 **UNSUCCESSFUL SECURITY INCIDENTS** - Security Incidents that do not result in unauthorized access, use, disclosure, modification, or destruction of information or interference with system operations.

### 3. **PREMIUMS**

- 3.1 All premiums are due and payable before the first of the month. If premiums are not received before the date due, a grace period of 31 days is allowed. The Plan Administrator remains responsible for payment of any premium due during the grace period. If the Plan Administrator provides written notice of cancellation during the grace period, the Plan Administrator will be charged a pro rata premium.
- 3.2 The Company will advise the Plan Administrator of any change in required premium at least 31 days prior to the anniversary date of this Agreement, unless otherwise specifically agreed to by the parties. In addition, the Company reserves the right, upon providing at least 31 days notice, to change the required premium in response to any change in the rate of insurance premium tax assessed by the state of North Dakota or if the Plan Administrator should choose to offer a dual choice option.

3.3 Health Premiums:

	Individual Coverage	Parent and Child Coverage	Parent and Children Coverage	Two Person Coverage	Family Coverage
BlueAccess 80 PPO NR10	\$901.70	\$1,587.10	\$1,587.10	\$2,344.40	\$2,344.40
BlueSaver PPO 80 3400 NR0	\$739.20	\$1,301.10	\$1,301.10	\$1,922.00	\$1,922.00
DakotaBlue HDHP 80 3400 Essentia NR0	\$634.60	\$1,117.00	\$1,117.00	\$1,650.00	\$1,650.00
DakotaBlue 80 500 Essentia NR20	\$746.30	\$1,313.60	\$1,313.60	\$1,940.50	\$1,940.50

4. **PRIVACY USE AND DISCLOSURE RESPONSIBILITIES**

4.1 **RESPONSIBILITIES OF THE COMPANY**

A. **Privacy of Protected Health Information (PHI)**

1. The Company will keep confidential all Claim records and all other PHI the Company creates or receives in the performance of its duties under this Agreement. Except as permitted or required by this Agreement for the Company to perform its duties under this Agreement, the Company will not use or disclose such Claim information or other PHI without the authorization of the Member who is the subject of such information or as required by law.
2. The Company will neither use nor disclose Members' PHI (including any Members' PHI received from a business associate of the Plan) except (1) as permitted or required by this Agreement, (2) as permitted in writing by the Plan Administrator, (3) as authorized by Members, or (4) as required by law.
3. The Company will be permitted to use or disclose Members' PHI only as follows:
  - a. The Company will be permitted to use and disclose Members' PHI (a) for the management, operation and administration of the Plan that the Plan Administrator offers Members, and (b) for the services set forth in the Plan, which include Payment activities, Health Care Operations, and Data Aggregation as these terms are defined under federal law. The Company also may de-identify PHI it obtains or creates in the course of providing services for the Plan Administrator.
    - (1) The Company will be permitted to use Members' PHI as necessary for the Company's proper management and administration or to carry out the Company's legal responsibilities.
    - (2) The Company will be permitted to disclose Members' PHI as necessary for the Company's proper management and administration or to carry out the Company's legal responsibilities only if (i) the disclosure is required by law, or (ii) before the disclosure, the Company obtains from the entity to which the disclosure is to be made reasonable assurance, evidenced by written Agreement, that the entity will hold Members' PHI in confidence, use or further disclose Members' PHI only for the purposes for which the Company disclosed it to the entity or as required by law, and notify the Company of any instance the entity becomes aware of where the confidentiality of any Members' PHI was breached.

- b. The Company will make reasonable efforts to use, disclose, or request only a limited data set where practical. Otherwise, the minimum necessary amount of Members' PHI to accomplish its intended purpose.
4. Other than disclosures permitted by Section 4.1(A)3, the Company will not disclose Members' PHI to the Plan Administrator or to the Plan's business associate except as directed by the Plan Administrator in writing.
5. The Company will require each subcontractor and agent to which the Company is permitted by this Agreement or in writing by the Plan Administrator to disclose Members' PHI to provide reasonable assurance, evidenced by written contract, that such other entity will comply with the same privacy and security obligations with respect to Members' PHI as this Agreement applies to the Company.
6. The Company will not disclose any Members' PHI to the Plan Sponsor, except as permitted by and in accordance with Section 4.1(A)3.
7. Disposition of Protected Health Information

The parties agree that upon termination, cancellation, expiration or other conclusion of this Agreement, the Company will return or destroy all PHI received or created by the Company on the Plan Administrator's behalf as soon as feasible. Due to various regulatory and legal requirements, the Plan Administrator acknowledges that immediate return or destruction of all such information is not feasible. The Company agrees that upon conclusion of this Agreement for any reason, it will use or disclose the PHI it received or created on the Plan's behalf only as necessary to meet the Company's regulatory and legal requirements and for no other purposes unless permitted in writing by the Plan Administrator. The Company will destroy PHI received or created by the Company on the Plan Administrator's behalf that is in the Company's possession under such circumstances and upon such schedule as the Company deems consistent with its regulatory and other legal obligations.

These responsibilities agreed to by the Company and related to protecting the privacy and safeguarding the security of PHI, as well as any terms directly related thereto, shall survive the termination of this Agreement and, where applicable, shall govern the Company's receipt, use or disclosure of PHI pursuant to the terms of this Agreement.

8. The Company will meet all obligations imposed upon it by the HIPAA Privacy Rule.

#### **B. Information Safeguards**

1. The Company will maintain reasonable and appropriate administrative, technical and physical safeguards to protect the privacy of Member PHI. The safeguards must reasonably protect Member PHI from any intentional or unintentional use or disclosure in violation of federal law and limit incidental uses or disclosures made pursuant to a use or disclosure otherwise permitted by this Agreement.
2. The Company will implement administrative, technical, and physical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of electronic PHI the Company creates, receives, maintains, or transmits on behalf of the Plan Administrator as required by federal law.

#### **C. Inspection of Books and Records**

The Company will make its internal practices, books, and records relating to its use and disclosure of PHI created or received for or from the Plan Administrator available to the U.S. Department of Health and Human Services to determine compliance with federal law or this Agreement.

- D. The Company will prepare and distribute a notice of privacy practices appropriate for the Plan to meet its notice obligations under federal law. The Plan Administrator authorizes the Company to disclose the minimum necessary PHI to the Plan Sponsor for plan administration functions specified in the Plan documents as amended.

**E. Information Privacy and Safeguard Provisions Survive Termination of Agreement**

These responsibilities agreed to by the Company and related to protecting the privacy of PHI, as well as any terms directly related thereto, shall survive the termination of this Agreement and where applicable, shall govern the Company's receipt and use of PHI obtained pursuant to the terms of this Agreement.

**F. Specific Cost or Quality of Care Information or Data**

The parties agree, notwithstanding the foregoing, that nothing in Section 4 of this Agreement shall be construed as restricting or otherwise limiting the provision of specific cost or quality of care information or data through a consumer engagement tool or any other means anticipated through Section 8.14.

**4.2 RESPONSIBILITIES OF THE PLAN SPONSOR**

- A. The Plan Sponsor retains full and final authority and responsibility for the Plan and its operation. The Company is empowered to act on behalf of the Plan only as stated in this Agreement or as mutually agreed in writing by the Plan Sponsor and the Company.
- B. The Plan Sponsor will have the sole responsibility for and will bear the entire cost of compliance with all federal, state and local laws, rules, and regulations, including any licensing, filing, reporting, and disclosure requirements, that may apply to the Plan. The Company will have no responsibility for or liability with respect to the Plan's compliance or noncompliance with any applicable federal, state, or local law, rule, or regulation.

If the Group offers a high deductible health plan, the Plan Sponsor assumes sole responsibility for determining whether the Plan qualifies as a high deductible health plan under Section 223(c)(2) of the U.S. Internal Revenue Code. THE COMPANY MAKES NO WARRANTY, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE REGARDING THE PLAN.

If the Group offers a high deductible health plan, the Company does not provide legal or tax advice, and expressly disclaims responsibility for determining, on behalf of any individual or group, the legal and tax implications of: (1) establishing a health savings account; (2) eligibility for a health savings account; (3) the contributions made to a health savings account; (4) the deductibility of contributions to a health savings account; and (5) withdrawals from a health savings account and related taxation.

- C. By executing this Agreement, the Plan Sponsor certifies to the Company that its Plan documents have been amended to incorporate the provisions required by and under federal law, and agrees to comply with the Plan Administrator's plan documents.

The Company may rely on Plan Sponsor's certification and Plan Administrator's written authorization, and will have no obligation to verify (1) that the Plan Administrator's plan documents have been amended to comply with the requirements of federal law or this Agreement or (2) that the Plan Sponsor is complying with the Plan Administrator's plan document as amended.

- D. By executing this Agreement, the Plan Sponsor also certifies to the Company that its Plan does not contain a waiting period, as defined under applicable federal HIPAA portability regulations, exceeding 60 days. The Plan Sponsor acknowledges that the Company will rely on the Plan Sponsor's certification and that the Plan Sponsor shall have a continuing obligation to immediately notify the Company if any revisions are made to the Plan's waiting period.

5. **INTER-PLAN ARRANGEMENTS**

BCBSND has a variety of relationships with other Blue Cross and/or Blue Shield Licensees referred to generally as "Inter-Plan Arrangements." These Inter-Plan Arrangements operate under rules and procedures issued by the Blue Cross Blue Shield Association ("Association"). Whenever a Member accesses health care services outside of the geographic area BCBSND serves, the claim for those services may be processed through one of these Inter-Plan Arrangements and presented to BCBSND for payment in accordance with the rules of the Inter-Plan Arrangements. The Inter-Plan Arrangements are described generally below.

Typically when accessing care outside the geographic area BCBSND serves, a Member obtains care from health care providers that have a contractual agreement ("participating health care providers") with the local Blue Cross and/or Blue Shield Licensee in that other geographic area ("Host Blue"). In some instances, a Member may obtain care from health care providers in the Host Blue geographic area that do not have a contractual agreement ("nonparticipating health care providers") with a Host Blue. BCBSND remains responsible for fulfilling its contractual obligations to the Plan Administrator. BCBSND payment practices in both instances are described below.

All claim types are eligible to be processed through Inter-Plan Arrangements, as described above, except for all dental care benefits and vision care benefits (except when paid as medical claims/benefits), and those prescription drug benefits that may be administered by a third party contracted by BCBSND to provide the specific service or services.

A. **BlueCard® Program**

The BlueCard Program is an Inter-Plan Arrangement. Under this Arrangement, when Members access Covered Services within the geographic area served by a Host Blue, the Host Blue will be responsible for contracting and handling all interactions with its participating health care providers. The financial terms of the BlueCard Program are described generally below.

Liability Calculation Method Per Claim:

Unless subject to a fixed dollar copayment, the calculation of Member liability on claims for Covered Services processed through the BlueCard Program will be based on the lower of the Host Blue's participating health care provider's billed charges or the negotiated price made available to BCBSND by the Host Blue.

Host Blues determine a negotiated price, which is reflected in the terms of each Host Blue's health care provider contracts. The negotiated price made available to BCBSND by the Host Blue may represent one of the following:

1. the actual price. An actual price is a negotiated rate of payment without any other increases or decreases; or
2. an estimated price. An estimated price is a negotiated rate of payment reduced or increased by a percentage to take into account certain payments negotiated with the provider and other claim- and non-claim-related transactions. Such transactions may include, but are not limited to, anti-fraud and abuse recoveries, provider refunds not applied on a claim-specific basis, retrospective settlements, and performance-related bonuses or incentives; or
3. an average price. An average price is a percentage of billed covered charges representing the aggregate payments negotiated by the Host Blue with all of its health care providers or a similar classification of its providers and other claim- and non-claim-related transactions. Such transactions may include the same ones as noted above for an estimated price.

Host Blues determine whether or not they will use an actual, estimated or average price. Host Blues using either an estimated price or an average price may prospectively increase or reduce such prices to correct for over- or underestimation of past prices (i.e., prospective adjustments may mean that a current price reflects additional amounts or credits for claims already paid or anticipated to be paid to providers or refunds received or anticipated to be received from providers). However, the BlueCard Program requires that the amount paid

by the Member is a final price; no future price adjustment will result in increases or decreases to the pricing of past claims. The method of claims payment by Host Blues is taken into account by BCBSND in determining premiums.

**B. Value-Based Programs**

BCBSND has included a factor for bulk distributions from Host Blues in the Plan Administrator's premium for Value-Based Programs when applicable under this Agreement. "Value-Based Program" means an outcomes-based payment arrangement and/or a coordinated care model facilitated with one or more local health care providers that is evaluated against cost and quality metrics/factors and is reflected in provider payment.

**C. Return of Overpayments**

Under the Inter-Plan Arrangements, recoveries from a Host Blue or from participating health care providers of a Host Blue can arise in several ways, including, but not limited to, anti-fraud and abuse recoveries, provider/hospital bill audits, credit balance audits, utilization review refunds, and unsolicited refunds. In some cases, the Host Blue will engage third parties to assist in discovery or collection of recovery amounts, which generally require correction on a claim-by-claim or prospective basis. The fees of such a third party may be charged to the Plan Administrator as a percentage of the recovery.

**D. Federal/State Taxes/Surcharges/Fees**

In some instances federal or state laws or regulations may impose a surcharge, tax or other fee that applies to insured accounts. If applicable, BCBSND will include any such surcharge, tax or other fee in determining premiums.

**E. Nonparticipating Health Care Providers Outside the BCBSND Service Area**

**1. Member Liability Calculation**

When Covered Services are provided outside of BCBSND's service area by nonparticipating health care providers, the amount the Member pays for such services will generally be based on either the Host Blue's nonparticipating health care provider local payment or the pricing arrangements required by applicable state law. In these situations, the Member may be responsible for the difference between the amount that the nonparticipating health care provider bills and the payment BCBSND will make for the Covered Services as set forth in this paragraph. Payments for out-of-network emergency services, certain services provided by out-of-network providers at in-network facilities, and out-of-network air ambulance services are governed by applicable federal and state law.

BCBSND may calculate the Allowed Charge for Covered Services from nonparticipating health care providers in several ways, including:

- a. pricing determined by the Host Blue;
- b. pricing based upon a percentage of billed charges;
- c. pricing based on health care provider reimbursement for Covered Services;
- d. pricing as agreed upon with health care providers; and
- e. as required by federal law (including the median contracted rate)

The Allowed Charge calculations for Covered Services do not represent a usual, customary and reasonable charge. For Covered Services provided outside of the BCBSND service area, the Allowed Charge for Covered Services from nonparticipating health care providers is commonly determined by the Host Blue. From time to time, BCBSND may change its process for determining the Allowed Charge for Covered Services rendered by nonparticipating health care providers but will provide notice to the Group and revise any information in the Benefit Plan or other Member communications that describes this process. BCBSND shall determine the interpretation and application of the Allowed Charge calculations for Covered Services in each and every situation.

**2. Exceptions**

In certain situations, BCBSND may pay claims based on the payment BCBSND would make if the Covered Services had been obtained within the BCBSND service area. Such situations include where a Member did not have reasonable access to a participating health care provider, as determined by BCBSND in its sole and absolute discretion or by applicable state law. In other situations, BCBSND may pay such a claim based on the payment BCBSND would make if BCBSND were paying a nonparticipating health care provider inside of BCBSND's service area (as described in the Member's Certificate of Insurance) where the Host Blue's corresponding payment would be more than BCBSND's payment to a nonparticipating health care provider within the BCBSND service area. BCBSND may also in its sole and absolute discretion, negotiate a payment with such a health care provider on an exception basis. In any of these situations, the Member may be responsible for the difference between the amount that the nonparticipating health care provider bills and payment BCBSND will make for the Covered Services as set forth in this paragraph.

**F. Blue Cross Blue Shield Global Core**

If Members are outside the United States, the Commonwealth of Puerto Rico and the U.S. Virgin Islands ("BlueCard service area"), they may be able to take advantage of Blue Cross Blue Shield Global Core when accessing Covered Services. Blue Cross Blue Shield Global Core is not served by a Host Blue.

**1. Inpatient Services**

In most cases, if a Member contacts the Blue Cross Blue Shield Global Core Service Center for assistance, hospitals will not require the Member to pay for covered inpatient services, except for Cost Sharing Amounts. In such cases, the hospital will submit the Member's claims to the Blue Cross Blue Shield Global Core Service Center to initiate claims processing. However, if the Member paid in full at the time of service, the Member must submit a claim to obtain reimbursement for Covered Services.

**2. Outpatient Services**

Physicians, urgent care centers and other outpatient health care providers located outside the BlueCard service area will typically require a Member to pay in full at the time of service. The Member must submit a claim to obtain reimbursement for Covered Services.

**3. Submitting a Blue Cross Blue Shield Global Core Claim**

When a Member pays for Covered Services outside the BlueCard service area, the Member must submit a claim to obtain reimbursement. For institutional and professional claims, the Member should complete a Blue Cross Blue Shield Global Core International claim form and send the claim form with the health care provider's itemized bill(s) to the Blue Cross Blue Shield Global Core Service Center address on the form to initiate claims processing. The claim form is available from BCBSND, the Blue Cross Blue Shield Global Core Service Center or online at [www.bcbsglobalcore.com](http://www.bcbsglobalcore.com).

**6. RETROSPECTIVE DISCOUNT PAYMENT/PHARMACEUTICAL MANUFACTURER ADMINISTRATIVE FEES**

Regarding prescription medications or drugs purchased by Members under the terms of the Plan, the Company will pay the amount due to the pharmacy (or other prescription drug retailer) under the terms of the pharmacy provider participating agreement. The amount due to the pharmacy under the terms of the pharmacy provider participating agreement is that which is due at the time the prescription medication or drug is purchased by the Member. The amount due to the pharmacy under the pharmacy provider participating agreement is calculated without regard to any subsequent, retrospective manufacturer discount that may apply to the cost of the prescription medication or drug. The Plan Administrator acknowledges and agrees that, in some cases but not all, drug manufacturers may offer retrospective discounts to the Company on prescription medications and drugs purchased under the terms of the Plan. If a drug manufacturer makes a retrospective discount payment available, the Plan Administrator acknowledges and agrees that a portion of any such retrospective discount may be retained by an entity that performs manufacturer discount program services on behalf of the Company under the terms of this Agreement. The Plan Administrator further acknowledges and agrees that, when made available by the drug manufacturer, another portion of the retrospective discount payment is retained by the Company. The pharmaceutical manufacturer administrative fees are any amount paid by a pharmaceutical manufacturer for the

administration of the formulary rebate program. In its sole discretion, the Company may periodically refund to the Plan all or part of any rebate payments or pharmaceutical manufacturer administrative fees received. The calculation of any refund rests in the sole discretion of the Company.

**7. TERMINATION**

- 7.1 This Agreement will automatically terminate without notice on the last day of the month in which the grace period expires if premiums are not paid within the grace period. In the event of termination for nonpayment of premiums, reinstatement of this Agreement will be at the sole discretion of and subject to conditions established by the Company. The Plan Administrator assumes any obligation to provide notice to all Subscribers regarding termination of this Agreement due to nonpayment of premiums.
- 7.2 This Agreement may be terminated by the Plan Administrator providing the Company with written notice of termination at least 31 days in advance of the requested date of termination. Termination will be effective on the last day of the month. If the requested date of termination is other than the last day of the month, termination will be effective the last day of the month of the requested date of termination.
- 7.3 In the event of a breach by either party, other than for nonpayment of premium, the other party may terminate this Agreement by written notice to the breaching party. The breaching party has 31 days to fully cure the breach. If the breach is not cured within 31 days after written notice, this Agreement will immediately terminate.
- 7.4 The Plan Administrator will have the right to terminate this Agreement if the Company has engaged in a pattern of activity or practice that constitutes a material breach or violation of the Company's obligations regarding PHI under this Agreement and, on notice of such material breach or violation from the Plan Administrator, fails to take reasonable steps to cure the breach or end the violation.

If the Company fails to cure the material breach or end the violation after the Plan Administrator's notice, the Plan Administrator may terminate this Agreement by providing the Company written notice of termination setting forth the uncured material breach or violation serving as the basis for the termination and specifying the effective date of the termination.

- 7.5 The Company may decide to discontinue offering the Benefit Plan that is the subject of this Agreement, or all of its group health benefit plans including the Benefit Plan that is the subject of this Agreement, at any time. If the Benefit Plan that is the subject of this Agreement is discontinued, the Company will provide the Plan Administrator and Subscribers with at least 90 days prior written notice of the decision to cancel coverage. This Agreement shall automatically terminate on the date of discontinuation identified in the written notice. The Plan Administrator will be given the option to purchase any other group health benefit plans currently offered by the Company in the market. If all group health benefit plans are discontinued including the Benefit Plan that is the subject of this Agreement, the Company will provide the Plan Administrator and Subscribers with at least 180 days prior written notice of the decision to cancel coverage. This Agreement shall automatically terminate on the date of discontinuation identified in the written notice.

**8. GENERAL PROVISIONS**

- 8.1 The Plan Administrator agrees to collect and retain all documentation for its Members' qualifying events, and to furnish the Company with any information required by the Company for the purpose of enrollment. The Plan Administrator will cooperate and respond timely to periodic audits of the documentation by or on behalf of the Company. Any change affecting a Member's eligibility must be provided to the Company immediately, but in any event the Plan Administrator will notify the Company of any changes in a Member's eligibility within 31 days of the change, except that changes due to the birth of a newborn or physical placement of an adopted child must be reported within 60 days of the event for coverage past the initial 31 days. The Plan Administrator acknowledges and agrees that in the event there are premium payments made to the Company by the Plan Administrator based upon a failure by the Plan Administrator to notify the Company timely of any changes in enrollment or eligibility the Company may retain any earned premium payments made by the Plan Administrator.

- 8.2 The Plan Administrator acknowledges that the administration of the Benefit Plan that is the subject of this Agreement may be subject to regulation under federal and/or state law. The Plan Administrator agrees to furnish the Company with any and all information necessary to comply with any applicable federal and/or state laws and to certify that this information is accurate. If there are any changes in the employer contribution rate for benefits and services available under this Agreement, the Plan Administrator agrees that it is its obligation to provide information related to the change in contribution rates immediately to the Company.
- 8.3 The Plan Administrator agrees to abide by all underwriting requirements established by the Company as these underwriting requirements relate to, including but not limited to, rating factors, the minimum participation of eligible Members, minimum employer contributions, reporting employer contribution rates and provider network restrictions, as permitted and restricted under federal and/or state laws.
- 8.4 The Company will provide formal policy and procedure guidelines to the Plan Administrator for the conduct of external audits or reviews commissioned by the Plan Administrator. The Company shall cooperate with all external audit or review teams.

The Plan Administrator shall provide the Company with the scope and requirements of any audit or review prior to the commencement of the audit or review. If a sample of claims is required, the Company will provide the Plan Administrator with a statistically valid computerized sample of claims.

All audit or review findings shall be discussed with the Company upon discovery to allow further investigation or implementation of corrective action.

Subject to any other requirements related to the sharing of data and information as set forth in this Agreement, all Member records shall be kept confidential and considered proprietary. Such records shall be available for audit or review only after disclosure statements have been signed by the external audit or review team to ensure the information remains confidential and is utilized for the stated purpose only. If any records are removed from the Company's office for purposes of the audit or review, approval must be granted. All records will be subject to the minimum necessary requirements.

- 8.5 No change in this Agreement is valid unless approved by the President and Chief Executive Officer of BCBSND and a designated representative of the Plan Administrator.
- 8.6 Where federal law is not applicable, this Agreement shall be governed by and construed according to the laws of the state of North Dakota.
- 8.7 Any notice required under this Agreement shall be in writing and shall be effective when delivered in person or sent by certified mail to a party at its respective address.
- 8.8 The Plan Administrator hereby expressly acknowledges and understands that BCBSND is an independent corporation operating under a license with the Blue Cross and Blue Shield Association, an association of independent Blue Cross and Blue Shield Plans (the "Association"), permitting BCBSND to use the Blue Cross and Blue Shield Service Marks in the state of North Dakota, and that BCBSND is not contracting as an agent of the Association. The Plan Administrator further acknowledges and agrees this legal agreement was not entered into based upon representations by any person or entity other than BCBSND and that no person, entity, or organization other than BCBSND shall be held accountable or liable to the Plan Administrator for any of BCBSND's obligations to the Plan Administrator created under this agreement. This paragraph shall not create any additional obligations whatsoever on the part of BCBSND other than those obligations created under other provisions of this agreement.
- 8.9 It shall be the sole responsibility of the Plan Administrator to distribute Certificates of Insurance to Subscribers of the Plan and to advise Members of their rights under ERISA, including, but not limited to claims appeals procedures. In the event a claim is paid due to the Certificate of Insurance not being distributed to the Subscriber, the Plan Administrator shall be liable for all such claims. The Certificate of Insurance is not the Summary Plan Description but contains some of the information that the Plan Administrator may deem essential for inclusion in the Summary Plan Description. The Plan Administrator has the sole responsibility for and will bear the entire cost of compliance with all federal, state and local laws, rules, and regulations, including the creation and distribution of a Summary Plan Description.

- 8.10 If the Plan Administrator has a digital or online version of the Certificate of Insurance available to its employees, the Plan Administrator agrees that it will not alter, modify or change the language of the Certificate of Insurance, and further agrees the Certificate of Insurance, attached as Exhibit A, will be the controlling document in the event of any conflict or liability that might arise as the result of any alterations, modifications or changes made by the Plan Administrator. In the event a claim is paid based on the Plan Administrator's digital or online Certificate of Insurance, the Plan Administrator is liable for all such claims. The Plan Administrator further agrees that no waiver of this agreement is valid unless in writing and approved by the Company.
- 8.11 The Company will prepare Summaries of Benefits and Coverage for distribution to applicants and Members by the Plan Administrator so that the Company, the Plan and the Plan Administrator may all satisfy related disclosure obligations under federal law. It shall be the sole responsibility of the Plan Administrator to distribute the Summaries of Benefits and Coverage in accordance with federal law, and the Plan Administrator acknowledges and agrees that the Company will rely upon the Plan Administrator for compliance with the requirements for distribution of the Summaries of Benefits and Coverage to applicants and Members.
- 8.12 Upon the effective date of any final regulation or amendment to final regulations with respect to PHI, Standard Transactions, the security of health information or other aspects of the Health Insurance Portability and Accountability Act of 1996 applicable to this Agreement, this Agreement will automatically amend such that the obligations imposed on the Plan Sponsor, the Plan Administrator and the Company remain in compliance with such regulations, unless the Company elects to terminate this Agreement by providing the Plan Sponsor and the Plan Administrator notice of termination in accordance with this Agreement at least thirty-one (31) days before the effective date of such final regulation or amendment to final regulations.
- 8.13 When coverage under this Agreement is terminated, BCBSND will, within a reasonable period of time, issue a notification of termination of coverage to the Subscriber. Upon notification by the Subscriber of the ineligibility of a dependent, a notification of termination of coverage will be issued to the affected Member within a reasonable period of time. Termination notices may also be obtained from BCBSND upon request within 24 months after coverage is terminated.
- 8.14 The parties agree that nothing in this Agreement shall be construed as restricting the Plan Administrator or the Company from providing Health Care Provider specific cost or quality of care information or data through a consumer engagement tool or any other means, to referring Health Care Providers, a Plan Sponsor, Subscribers or Members, or individuals eligible to become Subscribers or Members of any Group Health Plan; electronically accessing deidentified claims and encounter information or data for each Subscriber or Member in a Group Health Plan or that has coverage through the Company, upon request and consistent with all applicable state and federal privacy regulations or directing that such data be shared with business associates of the Group Health Plan or the Company consistent with applicable state and federal privacy regulations. Nothing in this provision shall be construed as: 1) preventing Health Care Providers from placing reasonable restrictions on the public disclosure of the information as described; 2) permitting any modification or elimination of existing privacy protections and standards under state and federal law, or 3) limiting access by the Group Health Plan or the Company to data as permitted under applicable state and federal privacy regulations.
- 8.15 The parties agree that the Group Health Plan and the Company are each required to annually submit a Gag Clause Prohibition Compliance Attestation on behalf of the Group Health Plan, however, the Company agrees to submit this attestation on behalf of the Group Health Plan, which will satisfy the attestation submission requirement for the Group Health Plan.

## 9. INDEMNIFICATION CLAUSE

Each party agrees to indemnify and hold harmless the other party for all causes of action, suits, claims, judgments, settlements, liabilities, damages of any kind, penalties, losses, expenses, court costs and attorneys' fees resulting from or arising out of any duty under this Agreement, if the liability was the consequence of the actions of the indemnifying party.

10. **BINDING EFFECT**

This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns.

11. **INCORPORATION STATEMENT**

The attached Certificate of Insurance is incorporated herein by reference.

**CITY OF FARGO**  
**GROUP HEALTH PLAN (PLAN ADMINISTRATOR)**  
225 4TH ST N  
FARGO, ND 58102

**BLUE CROSS BLUE SHIELD OF NORTH DAKOTA\***  
4510 13TH AVENUE SOUTH  
FARGO, NORTH DAKOTA 58121

By: \_\_\_\_\_

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

Its President and CEO

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

March 10, 2026

**CITY OF FARGO**  
(PLAN SPONSOR)  
225 4TH ST N  
Fargo, ND 58102

By: \_\_\_\_\_

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

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

Benefit Plan Agreement  
01/01/2026 – 12/31/2026  
253973

\*An Independent Licensee of the Blue Cross Blue Shield Association.

# Exhibit "A"

**GROUP INSURANCE POLICY  
for  
Dental Benefits**

**Blue Cross Blue Shield of North Dakota  
4510 13th Avenue South  
Fargo, North Dakota 58121**

**CITY OF FARGO**

**253973**

**Effective Date: January 1, 2026**

**Term: 12 Month(s)**

The Policyholder has established and maintains a fully insured group dental plan (the Plan) which provides, among other things, various benefits to Members, as set forth in the Certificate of Insurance (Certificate). The Policyholder and Blue Cross Blue Shield of North Dakota the (Company) will make the dental benefits available to eligible Certificate Holders of the Policyholder and/or their Dependents at 12:01 AM on the Effective Date and upon the terms and conditions contained in this Group Insurance Policy (Group Policy). The Company will pay the benefits described in the Certificate and any Schedule of Benefits or amendments attached hereto, subject to the Group Policy terms. The Certificate is attached to this Group Policy as Exhibit A and incorporated by reference. The parties shall fulfill the obligations stated herein.

Certain terms in this Group Policy have specific meanings as set forth in the Definitions section of this Group Policy and in the Definitions section of the Certificate.

**GROUP POLICY AND CONSIDERATION:** In consideration of payment of all Premiums when due and receipt of accurate and complete application information, the Company will insure those Members enrolled in the Policyholder's Group Policy for dental benefits in accordance with the terms and conditions of this Group Policy. Coverage will begin at 12:01 AM on the Effective Date shown above. It will remain in force for the initial Term and for such further periods for which it is renewed.



Its President and CEO

March 10, 2026

**DEFINITIONS**

- A. **CERTIFICATE HOLDER** – any employee of the Policyholder who is or may become eligible to receive a benefit under this Plan. The term includes all common law employees as well as any proprietors, partners or other owners who work for the Policyholder, if any, and who are otherwise entitled to coverage under the Plan. Notwithstanding the above, in no case shall the term Certificate Holder include any person not otherwise entitled to coverage under the terms of the Plan.
- B. **CLAIM** – notification in a form acceptable to the Company that services have been provided or furnished to a Member.
- C. **COMPANY** – Blue Cross Blue Shield of North Dakota (BCBSND), or a third party with which BCBSND contracts for a provider network and to perform certain functions to administer the terms of the Group Policy and coverage within the Certificate.
- D. **DATA AGGREGATION** – the combining of Protected Health Information the Company creates or receives for or from the Plan and for or from other health plans or health care providers for which the Company is acting as a business associate to permit data analyses that relate to the Health Care Operations of the Plan and those other health plans or providers.
- E. **DEPENDENT** – those individuals eligible to enroll for coverage under the Group Policy because of their relationship to the Certificate Holder.
- F. **HEALTH CARE OPERATIONS** – any of the activities of a health plan to the extent the activities relate to those functions that make it a health plan.
- G. **MEMBER** – the Certificate Holder and any Dependent of a Certificate Holder or any other person designated by the Certificate Holder or by the terms of the Plan who is or may become entitled to a benefit under the Plan. The term shall also include any proprietor, partner or owner of the Policyholder, if any, who is designated by the terms of the Plan who is or may become entitled to a benefit under the Plan. In no case shall the term Member include any person not otherwise entitled to coverage under the terms of the Plan.
- H. **POLICYHOLDER** – the entity identified as the Policyholder on the first page of this Group Policy that is also the Plan Sponsor and Plan Administrator for purposes of the Employee Retirement Income Security Act of 1974 (ERISA), as amended.
- I. **PROTECTED HEALTH INFORMATION (PHI)** – individually identifiable health information, including summary and statistical information, collected from or on behalf of a Member that is transmitted by or maintained in electronic media, or transmitted or maintained in any other form or medium and that:
  - 1. is created by or received from a health care provider, health care employer or health care clearinghouse;
  - 2. relates to a Member's past, present or future physical or mental health or condition;
  - 3. relates to the provision of health care to a Member;
  - 4. relates to the past, present, or future payment for health care to or on behalf of a Member; or
  - 5. identifies a Member or could reasonably be used to identify a Member.

Educational records and employment records are not considered PHI under federal law.
- J. **SECURITY INCIDENT** – any attempted or successful unauthorized access, use, disclosure, modification or destruction of a Member's electronic PHI or interference with the Company's system operations in the Company's information systems.
- K. **STANDARD TRANSACTIONS** – health care financial or administrative transactions conducted electronically for which standard data elements, code sets and formats have been adopted in accordance with federal or state law.
- L. **SUCCESSFUL SECURITY INCIDENTS** – Security Incidents that result in unauthorized access, use, disclosure, modification or destruction of information or interference with system operations.

M. **UNSUCCESSFUL SECURITY INCIDENTS** – Security Incidents that do not result in unauthorized access, use, disclosure, modification or destruction of information or interference with system operations.

**INSURANCE RULES**

A. **ELIGIBILITY:**

In order to be eligible to enroll for benefits under this Group Policy, a Certificate Holder and any Dependents must meet the Policyholder's eligibility requirements, satisfy the requirements and definitions set forth in the Certificate, and meet any requirements of applicable law or regulation.

No person who meets the eligibility requirements of this Group Policy shall be refused enrollment or re-enrollment because of age, race, color, national origin, disability, sexual orientation, gender identity, sex, dental health status, genetic disorder or the existence of a pre-existing dental condition.

B. **ENROLLMENT:**

Eligible Certificate Holders and/or their Dependents shall become enrolled under the Group Policy as set forth in the Certificate and this Group Policy. An open enrollment period may be provided in which Certificate Holders may elect to enroll or disenroll themselves and Dependents under this Group Policy. Open enrollment occurs at a time and frequency stipulated by the Company subject to the request of the Policyholder or its authorized representative.

**GENERAL POLICY RULES**

A. **PAYMENT OF PREMIUMS:**

In consideration of the dental Benefit Plan made available to the Members by the Company, the Premium listed below is payable in accordance with the Premium payment provisions of this Group Policy. The Company reserves the right to seek reimbursement from the Policyholder for any bank charges incurred for insufficient funds on a payment by the Policyholder.

	Individual Coverage	Parent and Child(ren) Coverage	Two Person Coverage	Family Coverage
BlueDental Elite+ 50 1000	\$50.60	\$98.70	\$101.20	\$150.30

B. **TERM OF GROUP POLICY:**

This Group Policy shall begin at 12:01 A.M. on the Effective Date, continue in effect for the initial term shown on the first page of this Group Policy and automatically renew thereafter for terms indicated in the Group Policy renewal notices, subject to the following:

1. Either the Policyholder or the Company may elect not to renew the Group Policy by providing 60 days prior written notice. In the absence of notice from the Policyholder of its intention not to renew, receipt of the renewal Premium constitutes the Policyholder's acceptance of the renewal. In the event of non-renewal by the Policyholder, any unpaid Premium due for months prior to the termination shall be due and payable on the termination date.
2. The Company may terminate this Group Policy upon default in the payment of Premium by giving to the Policyholder 31 days prior written notice of such termination. Notice to the Policyholder shall state the amount of Premium due and the 31 day grace period for payment. Coverage under the Group Policy will remain in effect during the 31 day grace period. Payment of said sum prior to the date of intended termination shall continue this Group Policy in full force and effect. The Policyholder shall remain liable to the Company for Premiums accrued during the grace period. For purposes of this section, the Company will apply these default provisions to any separate billing locations of the Policyholder when the Policyholder elects to structure its Group with separate billing locations that are independently responsible for Premium payment.

3. The Company may terminate this Group Policy with 31 days advance notice if the number of Certificate Holders enrolled under this Group Policy totals less than the Company's required minimum participation.
4. The Company may also adjust the Premium or benefits with 31 days advance notice if the extent or nature of the risk changes significantly.
5. The Group Policy or coverage of a Member may be terminated immediately when there is fraud or misrepresentation by the Policyholder or Member respectively.
6. In the event of a breach by either party, other than for nonpayment of Premium, the other party may terminate this Group Policy by written notice to the breaching party. The breaching party has 31 days to fully cure the breach. If the breach is not cured within 31 days after written notice, this Group Policy will immediately terminate.
7. The Plan Administrator will have the right to terminate this Group Policy if the Company has engaged in a pattern of activity or practice that constitutes a material breach or violation of the Company's obligations regarding PHI under this Group Policy and, on notice of such material breach or violation from the Plan Administrator, fails to take reasonable steps to cure the breach or end the violation.

If the Company fails to cure the material breach or end the violation after the Plan Administrator's notice, the Plan Administrator may terminate this Group Policy by providing the Company written notice of termination setting forth the uncured material breach or violation serving as the basis for the termination and specifying the effective date of the termination.

8. Notwithstanding the above provisions, either the Company or the Policyholder may terminate this Group Policy with at least 31 days advance written notice. Any unpaid Premium due for months prior to the termination shall be due and payable on the termination date.

**C. POLICYHOLDER OBLIGATIONS:**

The Policyholder agrees, in addition to any other obligations contained herein, that it shall:

1. Have the sole responsibility for and will bear the entire cost of compliance with all federal, state and local laws, rules and regulations, including any licensing, filing, reporting and disclosure requirements that may apply to the Plan. The Company will have no responsibility for or liability with respect to the Plan's compliance or noncompliance with any applicable federal, state or local law, rule or regulation.
2. By executing this Group Policy, the Plan Sponsor certifies to the Company that its Plan documents have been amended to incorporate the provisions required by and under federal law, and agrees to comply with the Plan Administrator's plan documents.

The Company may rely on Plan Sponsor's certification and Plan Administrator's written authorization, and will have no obligation to verify (1) that the Plan Administrator's plan documents have been amended to comply with the requirements of federal law or this Group Policy or (2) that the Plan Sponsor is complying with the Plan Administrator's plan document as amended.

3. Define its eligibility requirements for enrollment of Members under the Group Policy and communicate such requirements, including any changes, to Members. During the term of this Group Policy, no change in the Policyholder's eligibility requirements, participation requirements or renewal date shall be permitted to affect eligibility or enrollment unless such change is agreed to in advance by the Company.
4. Collect from its Certificate Holders any contribution toward the Premium and notify Certificate Holders of any change in such contribution. Pay in full when due the Premium specified in this Group Policy or renewal notice for this Group Policy for all enrolled Certificate Holders and Dependents, as reported to the Company. Unless otherwise agreed between the Policyholder and the Company or dictated by applicable law or regulation, Premium for Members who become ineligible during the course of this Group Policy is due through the end of such month in which they become ineligible.

5. Send accurate and timely enrollment data including additions, terminations and changes required by the Company to perform its duties under this Group Policy and to determine Premium rates. The Policyholder will be held liable for the cost of Claims incurred as a result of inaccurate enrollment data, or retroactive terminations of enrollment that exceed the guidelines of the Company. All records of the Policyholder that bear on the insurance including eligibility, enrollment and payment of Premium must be open to the Company for its inspection and to make copies at any reasonable time and with reasonable notice to the Policyholder.
6. Notify the Company as soon as possible when coverage is to be continued for ineligible Members under any state or federal law or regulation. It is the Policyholder's obligation to notify Certificate Holders and Dependents of their rights and any Premium due for continuation coverage as required by law.
7. Notify all Certificate Holders of the termination of the Group Policy. Coverage will be terminated regardless of whether the notice is given.

**D. COMPANY OBLIGATIONS:**

The Company or its authorized representative shall perform administrative functions necessary to ensure the provision of benefits for the Policyholder and its Members. Such functions may include, but are not limited to billing, processing Claims, providing a Certificate for Certificate Holders, responding to inquiries and complaints related to this Group Policy and maintaining records.

The Company does not disclose Claim or eligibility records except as allowed or required by law. The Company maintains physical, electronic and procedural safeguards to guard Claims and eligibility information from unauthorized access, use and disclosure. Claim records are owned by and are proprietary to the Company.

**1. Privacy of Protected Health Information (PHI)**

- a. The Company will keep confidential all Claim records and all other PHI the Company creates or receives in the performance of its duties under this Group Policy. Except as permitted or required by this Group Policy for the Company to perform its duties under this Group Policy, the Company will not use or disclose such Claim information or other PHI without the authorization of the Member who is the subject of such information or as required by law.
- b. The Company will neither use nor disclose Members' PHI (including any Members' PHI received from a business associate of the Plan) except (1) as permitted or required by this Group Policy, (2) as permitted in writing by the Plan Administrator, (3) as authorized by Members or (4) as required by law.
- c. The Company will be permitted to use or disclose Members' PHI only as follows:
  1. The Company will be permitted to use and disclose Members' PHI (a) for the management, operation and administration of the Plan that the Plan Administrator offers Members, and (b) for the services set forth in the Plan, which include payment activities, Health Care Operations, and Data Aggregation as these terms are defined under federal law. The Company also may de-identify PHI it obtains or creates in the course of providing services for the Plan Administrator.
    - (i) The Company will be permitted to use Members' PHI as necessary for the Company's proper management and administration or to carry out the Company's legal responsibilities.
    - (ii) The Company will be permitted to disclose Members' PHI as necessary for the Company's proper management and administration or to carry out the Company's legal responsibilities only if (i) the disclosure is required by law, or (ii) before the disclosure, the Company obtains from the entity to which the disclosure is to be made reasonable assurance, evidenced by written Group Policy, that the entity will hold Members' PHI in confidence, use or further disclose Members' PHI only for the purposes for which the Company disclosed it to the entity or as required by law, and notify the Company of any instance the entity becomes aware of where the confidentiality of any Members' PHI was breached.

2. The Company will make reasonable efforts to use, disclose or request only a limited data set where practical. Otherwise, the minimum necessary amount of Members' PHI to accomplish its intended purpose.
- d. Other than disclosures permitted by General Policy Rules (D.1.c), the Company will not disclose Members' PHI to the Plan Administrator or to the Plan's business associate except as directed by the Plan Administrator in writing.
- e. The Company will require each subcontractor and agent to which the Company is permitted by this Group Policy or in writing by the Plan Administrator to disclose Members' PHI to provide reasonable assurance, evidenced by written contract, that such other entity will comply with the same privacy and security obligations with respect to Members' PHI as this Group Policy applies to the Company.
- f. The Company will not disclose any Members' PHI to the Plan Sponsor, except as permitted by and in accordance with General Policy Rules (D.1.c).
- g. Disposition of Protected Health Information.

The parties agree that upon termination, cancellation, expiration or other conclusion of this Group Policy, the Company will return or destroy all PHI received or created by the Company on the Plan Administrator's behalf as soon as feasible. Due to various regulatory and legal requirements, the Plan Administrator acknowledges that immediate return or destruction of all such information is not feasible. The Company agrees that upon conclusion of this Group Policy for any reason, it will use or disclose the PHI it received or created on the Plan's behalf only as necessary to meet the Company's regulatory and legal requirements and for no other purposes unless permitted in writing by the Plan Administrator. The Company will destroy PHI received or created by the Company on the Plan Administrator's behalf that is in the Company's possession under such circumstances and upon such schedule as the Company deems consistent with its regulatory and other legal obligations.

1. The Company will meet all obligations imposed upon it by the HIPAA Privacy Rule.

## **2. Information Safeguards**

- a. The Company will maintain reasonable and appropriate administrative, technical and physical safeguards to protect the privacy of Member PHI. The safeguards must reasonably protect Member PHI from any intentional or unintentional use or disclosure in violation of federal law and limit incidental uses or disclosures made pursuant to a use or disclosure otherwise permitted by this Group Policy.
- b. The Company will implement administrative, technical and physical safeguards that reasonably and appropriately protect the confidentiality, integrity and availability of electronic PHI the Company creates, receives, maintains or transmits on behalf of the Plan Administrator as required by federal law.

## **3. Inspection of Books and Records**

- a. The Company will make its internal practices, books and records relating to its use and disclosure of PHI created or received for or from the Plan Administrator available to the U.S. Department of Health and Human Services to determine compliance with federal law or this Group Policy.
- b. The Company will prepare and distribute a notice of privacy practices appropriate for the Plan to meet its notice obligations under federal law. The Plan Administrator authorizes the Company to disclose the minimum necessary PHI to the Plan Sponsor for Plan Administration functions specified in the Plan documents as amended.

## **4. Information Privacy and Safeguard Provisions Survive Termination of Group Policy**

These responsibilities agreed to by the Company and related to protecting the privacy of PHI, as well as any terms directly related thereto, shall survive the termination of this Group Policy and where applicable, shall govern the Company's receipt and use of PHI obtained pursuant to the terms of this Group Policy.

**E. GENERAL PROVISIONS:**

1. Where federal law is not applicable, this Group Policy shall be governed by the laws of the state of North Dakota.
2. This Group Policy consists of the attached Certificate, Schedule of Benefits and amendments to the previously mentioned forms and represents the entire agreement between the Policyholder and the Company with respect to the subject matter. The failure of any section or subsection of this Group Policy shall not affect the validity, legality and enforceability of the remaining sections hereof.
3. The provisions of the Certificate and all of its Schedule of Benefits issued to amend this Group Policy after its Effective Date are made a part of this Group Policy.
4. Except as otherwise herein provided, each amendment to this Group Policy, including a change in the Premium or benefits, shall be proposed by the Company to the Policyholder at renewal and in writing. Except as otherwise provided herein, each amendment shall become effective on the date this Group Policy renews in accordance with General Policy Rules (B).
5. An amendment mutually agreed to by both parties can be proposed at any time by either party in writing to the other with the advance notice indicated on the first page of this Group Policy. The effective date must be mutually agreed to by both parties. Payment of Premium will confirm acceptance of amendment. A change in the Group Policy may be made at any time without mutual agreement of the parties if the change is necessary to satisfy the requirements of any state or federal law applicable to the Group Policy. An amendment will not affect a Claim incurred prior to the effective date of the change.
6. The Plan Administrator agrees to collect and retain all documentation for its Members' qualifying events, and to furnish the Company with any information required by the Company for the purpose of enrollment. The Plan Administrator will cooperate and respond timely to periodic audits of the documentation by or on behalf of the Company. Any change affecting a Member's eligibility must be provided to the Company immediately, but in any event the Plan Administrator will notify the Company of any changes in a Member's eligibility within 31 days of the change. The Plan Administrator acknowledges and agrees that in the event there are premium payments made to the Company by the Plan Administrator based upon a failure by the Plan Administrator to notify the Company of any changes in enrollment or eligibility within 31 days of the change, the Company may retain any earned premium payments made by the Plan Administrator.
7. Only a duly designated officer of the Company has the authority to: (a) waive any conditions or restrictions of the Group Policy; (b) extend the time in which a Premium may be paid; (c) make or change a contract; and (d) bind the Company by a promise or representation or by information given or received. An agent of the Company is not an officer. No agent has such authority.
8. The Plan Administrator agrees to abide by all underwriting requirements established by the Company as these underwriting requirements relate to, including but not limited to, rating factors, the minimum participation of eligible Members, minimum employer contributions, reporting employer contribution rates and provider network restrictions, as permitted and restricted under federal and/or state laws.
9. The Company will provide formal policy and procedure guidelines to the Plan Administrator for the conduct of external audits or reviews commissioned by the Plan Administrator. The Company shall cooperate with all external audit or review teams.

The Plan Administrator shall provide the Company with the scope and requirements of any audit or review prior to the commencement of the audit or review. If a sample of Claims is required, the Company will provide the Plan Administrator with a statistically valid computerized sample of Claims.

All audit or review findings shall be discussed with the Company upon discovery to allow further investigation or implementation of corrective action.

All Member records shall be kept confidential and considered proprietary. Such records shall be available for audit or review only after disclosure statements have been signed by the external audit or review team to ensure the information remains confidential and is utilized for the stated purpose only. If any records are removed from the Company's office for purposes of the audit or review, approval must be granted. All records will be subject to the minimum necessary requirements.

10. The Plan Administrator hereby expressly acknowledges and understands that BCBSND is an independent corporation operating under a license with the Blue Cross and Blue Shield Association, an association of independent Blue Cross and Blue Shield Plans (the "Association"), permitting BCBSND to use the Blue Cross and Blue Shield Service Marks in the state of North Dakota, and that BCBSND is not contracting as an agent of the Association. The Plan Administrator further acknowledges and agrees this Group Policy was not entered into based upon representations by any person or entity other than BCBSND and that no person, entity, or organization other than BCBSND shall be held accountable or liable to the Plan Administrator for any of BCBSND's obligations to the Plan Administrator created under this Group Policy. This paragraph shall not create any additional obligations whatsoever on the part of BCBSND other than those obligations created under other provisions of this Group Policy.
11. It shall be the sole responsibility of the Plan Administrator to distribute Certificates to Certificate Holders of the Plan and to advise Members of their rights under ERISA, including, but not limited to Claims appeals procedures. In the event a Claim is paid due to the Certificate not being distributed to the Certificate Holder, the Plan Administrator shall be liable for all such Claims. The Certificate is not the Summary Plan Description but contains some of the information that the Plan Administrator may deem essential for inclusion in the Summary Plan Description. The Plan Administrator has the sole responsibility for and will bear the entire cost of compliance with all federal, state and local laws, rules and regulations, including the creation and distribution of a Summary Plan Description.
12. If the Plan Administrator has a digital or online version of the Certificate available to its employees, the Plan Administrator agrees that it will not alter, modify or change the language of the Certificate, and further agrees the Certificate, attached as Exhibit A, will be the controlling document in the event of any conflict or liability that might arise as the result of any alterations, modifications or changes made by the Plan Administrator. In the event a Claim is paid based on the Plan Administrator's digital or online Certificate, the Plan Administrator is liable for all such Claims. The Plan Administrator further agrees that no waiver of this Group Policy is valid unless in writing and approved by the Company.
13. Upon the effective date of any final regulation or amendment to final regulations with respect to PHI, Standard Transactions, the security of health information or other aspects of the Health Insurance Portability and Accountability Act of 1996 applicable to this Group Policy, this Group Policy will automatically amend such that the obligations imposed on the Plan Sponsor, the Plan Administrator and the Company remain in compliance with such regulations, unless the Company elects to terminate this Group Policy by providing the Plan Sponsor and the Plan Administrator notice of termination in accordance with this Group Policy at least 31 days before the Effective Date of such final regulation or amendment to final regulations.
14. Any notice required under this Group Policy shall be in writing and shall be effective when delivered in person or sent by certified mail to a party at its respective address. Notices to the Company shall be sent to:

**Attention: President and CEO  
Blue Cross Blue Shield of North Dakota  
4510 13th Avenue South  
Fargo, North Dakota 58121**

**F. INDEMNIFICATION CLAUSE:**

Each party agrees to indemnify and hold harmless the other party for all causes of action, suits, claims, judgments, settlements, liabilities, damages of any kind, penalties, losses, expenses, court costs and attorneys' fees resulting from or arising out of any duty under this Group Policy, if the liability was the consequence of the actions of the indemnifying party.

**G. BINDING EFFECT:**

This Group Policy shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns.

# Exhibit "A"

**CITY OF FARGO**  
**GROUP HEALTH PLAN (PLAN ADMINISTRATOR)**  
225 4TH ST N  
FARGO, ND 58102

**BLUE CROSS BLUE SHIELD OF NORTH DAKOTA\***  
4510 13TH AVENUE SOUTH  
FARGO, NORTH DAKOTA 58121

By: \_\_\_\_\_



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

Its President and CEO

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

March 10, 2026

**CITY OF FARGO**  
(PLAN SPONSOR)  
225 4TH ST N  
Fargo, ND 58102

By: \_\_\_\_\_

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

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

Benefit Plan Agreement  
01/01/2026 – 12/31/2026  
253973

\*An Independent Licensee of the Blue Cross Blue Shield Association.

(17)

To: Board of City Commissioners  
From: Jill Minette, Director of Human Resources  
Re: First Choice – Public Safety Background Screening  
Date: May 7, 2026

The Fargo Police Department and Fargo Fire Departments are in the process of implementing NEOGOV Vetted for their background checks. NEOGOV partners with First Choice Background Screening to conduct social media screening for candidates.

The cost is \$20 per background and is included in the police and fire budget. The proposed agreement has been reviewed and approved by the City Attorney's Office.

**RECOMMENDED MOTION:** To approve the agreement with First Choice.



FIRST CHOICE CLIENT AGREEMENT

This Client Agreement ("Agreement") is made and entered into by and between First Choice Research and Investigations, LLC doing business as First Choice Background Screening ("First Choice"), 4611 S. University Drive #314, Davie, FL. 33328, and City of Fargo ("Client"), located at 225 4th St. N. FARGO ND. This Agreement shall be effective on the date of the last signature below (the "Effective Date"). 8/10/2

RECITALS

WHEREAS, Client plans to order Consumer Reports and/or Investigative Consumer Reports as defined under the federal Fair Credit Reporting Act ("FCRA") (collectively "Reports") from First Choice;

WHEREAS, First Choice desires to prepare and deliver Reports to Client for a fee;

WHEREAS, First Choice and Client desire to further define the terms by which Reports will be provided by First Choice to Client;

NOW, THEREFORE, in consideration of the mutual covenants set forth in this Agreement, First Choice and Client hereby agree as follows:

TERMS

1. **Identification of Permissible Purpose For Receiving Reports.** Client hereby certifies that all of its orders for Reports from First Choice shall be made, and the resulting Reports shall be used, for the following permissible purpose under the Fair Credit Reporting Act, 15 U.S.C. § 1681 *et seq.*, only:

For "employment purposes," but only upon the express written consent of any person that will be screened. See 15 U.S.C § 1681b(a)(3)(B).

Client shall not request, obtain, or use Reports for any purpose not identified above. Among other things, Client shall not request Reports for the purpose of selling, leasing, or renting information obtained under this Agreement to any other party, whether alone, in conjunction with Client's own data, or otherwise in any service which is derived from the Reports provided by First Choice. PLEASE NOTE: THE FCRA PROVIDES THAT ANY PERSON WHO KNOWINGLY AND WILLFULLY OBTAINS INFORMATION ON A CONSUMER FROM A CONSUMER REPORTING AGENCY UNDER FALSE PRETENSES SHALL BE FINED UNDER TITLE 18 OF THE UNITED STATES CODE OR IMPRISONED NOT MORE THAN TWO YEARS, OR BOTH.

2. **Legal Certifications For Employment-Related Reports.** Client understands that various legal requirements apply if/when it orders Reports for employment purposes. Client shall comply with all such requirements. In particular, Client makes the following certifications as to legal compliance as to Reports ordered for employment purposes.

A. **Disclosure.** Client certifies that, in compliance with the FCRA, prior to ordering a Report, Client shall make a clear and conspicuous "disclosure" in writing to the individual about whom the Report will be run ("the Consumer") in a document that consists solely of the "disclosure." The "disclosure" shall explain that a Consumer Report may be procured for employment purposes. The "disclosure" shall describe the nature of the Reports to be ordered and meet all other requirements specified by applicable law. The "disclosure" shall not contain any extraneous information not required by applicable law, including, but not limited to, a release of liability.

FIRST CHOICE CLIENT AGREEMENT

- B. **State Law Notifications.** Client certifies that before ordering a Report from First Choice, it shall also provide any necessary notifications under applicable state law to the Consumer. Client understands that various states, including, but not limited to, California, Minnesota, Oklahoma, New York, Massachusetts, and Washington require that specific information be communicated to the Consumer under certain circumstances. Client also understands that certain states, such as California, Oklahoma, and Minnesota, require that applicants/employees be afforded a check box to allow them to indicate that they would like a copy of any report received by Client. Client agrees that it will work with experienced legal counsel as appropriate to ensure that all applicable requirements are accounted for.
- C. **Written Consent.** Client certifies that, consistent with the FCRA, before ordering a Report, the Consumer shall authorize in writing the procurement of such Report.
- D. **EEO Law and Regulation Compliance.** Client certifies that it shall not use information contained in a Report provided by First Choice in violation of any applicable federal or state equal employment opportunity law or regulation.
- E. **Adverse Action Procedures.** Client certifies that before taking adverse action based in part or whole on a Report from First Choice, it shall follow all legally-required "pre-adverse action" procedures specified by applicable federal, state and/or local law. For example, if the Consumer may be denied employment or incur another adverse action based in whole or part on a Report provided by First Choice, Client will provide to the consumer: (1) a copy of the Report, (2) a description, in writing, of the rights of the consumer entitled "A Summary of Your Rights Under the Fair Credit Reporting Act," and (3) a written notice containing any and all required notifications under federal, state, or local law. After providing the pre-adverse action communication described above, Client shall wait a reasonable period of time to allow the Consumer to dispute the accuracy of the report before taking any adverse action. After the appropriate waiting period, and assuming no dispute, Client will issue to the Consumer notice of any adverse action taken, including the statutorily-required notice identified in the Fair Credit Reporting Act. Among other things, such notice will include: (1) the name, address, and telephone number of the consumer reporting agency, First Choice, (2) a statement that the consumer reporting agency did not make the decision to take the adverse action and is unable to provide the Consumer the specific reasons why the adverse action was taken, (3) a statement that the Consumer may obtain a free copy of the consumer report from the consumer reporting agency within 60 days pursuant to Section 612 of the Fair Credit Reporting Act, and (4) a statement that the Consumer has the right to dispute with the consumer reporting agency the accuracy or completeness of any information in a consumer report furnished by the agency. If a dispute as to the accuracy of the Report is raised by the Consumer during the waiting period, Client will afford First Choice the legally-allowed time to resolve the dispute before deciding whether to take adverse action.
- F. **Certifications Associated With Each Order.** By having First Choice prepare a Report for Client, Client is certifying that: (1) A clear and conspicuous disclosure has been made in writing to the Consumer by Client (in a document that consists solely of the disclosure) stating that a Consumer Report may be obtained for employment purposes; (2) the Consumer has authorized in writing the procurement of the Consumer Report that is being ordered; (3) information from the report to be provided by First Choice will not be used in violation of any applicable Federal or State equal employment opportunity law or regulation, or any other applicable law; and (4) if applicable, Client will comply with the adverse action requirements described in Section 604(b)(3) of the Fair Credit Reporting Act, as well as any other pertinent adverse action requirements. In addition, if the Consumer lives in California or is applying to work in California or works in California, by having First Choice prepare a Report for Client, Client is certifying that: (1) Client has complied with all disclosure and authorization requirements set forth in California Civil

## FIRST CHOICE CLIENT AGREEMENT

Code 1786.16, (2) Client has provided the Consumer a means to check a box to indicate that he or she would like a copy of any Report received by Client from First Choice, (3) Client will comply with any adverse requirements set forth under California law (including those identified in Cal. Civ. Code § 1786.40) should they become applicable, and (4) Client has otherwise met all requirements for obtaining a Consumer Report or Investigative Consumer Report under California law.

3. **Additional Commitments For Reports Containing Certain Types Of Information.**

- A. **Investigative Consumer Report Information.** If Client chooses to order Investigative Consumer Reports (i.e. certain interview-based reports), it certifies that it shall comply with all legal requirements pertaining to Investigative Consumer Reports. Among other things, it shall clearly and accurately disclose to the Consumer that an Investigative Consumer Report, including information as to his/her character, general reputation, personal characteristics, and mode of living, whichever are applicable, may be obtained. The disclosure shall be made in writing and mailed or otherwise delivered to the Consumer with a summary of the Consumer's rights provided for under 15 U.S.C. § 1681g(c). The disclosure shall also include a statement informing the Consumer of his/her right to submit a written request for additional information, pursuant to 15 U.S.C. § 1681d(b), within a reasonable period of time after the receipt by him/her of the foregoing disclosure. By having First Choice prepare an Investigative Consumer Report for Client, Client is certifying that it has complied with the above requirements in this Section and otherwise met all legal prerequisites for receiving an Investigative Consumer Report. Further, upon receipt of a request by a consumer for additional information about the Investigative Consumer Report being ordered, Client shall disclose in writing the nature and scope of the investigation, which shall be complete and accurate. The disclosure shall be mailed or otherwise delivered to the Consumer not later than five (5) days after the date on which the request for additional disclosure was received from the Consumer or the date the Client first requested the report, whichever is later.
- B. **Credit History Information.** If Client chooses to order credit reports from First Choice, it certifies the following:
1. Client shall comply with all applicable federal, state, and local legal requirements and restrictions pertaining to credit checks.
  2. Client acknowledges that special requirements are imposed by credit bureaus before access to credit history information may be provided. Client therefore agrees to the following:
    - a. Client shall make no employment decisions based solely on credit bureau alerts/warnings regarding addresses and/or Social Security Numbers.
    - b. Client shall permit a physical site inspection of its premises if requested by First Choice. The cost for the site inspection will be billed to Client. First Choice will arrange for an inspector to come to Client's location. For residential offices, the inspection and fee will be annual.
    - c. Client shall ensure security programs and appropriate access requirements are in place, the purpose being to prevent unauthorized ordering, accessing, and/or unauthorized viewing of consumer information; Client shall also inform all employees that they may not access their personal information, information of friends and/or relatives or any other person unless it is for legitimate business purposes.

FIRST CHOICE CLIENT AGREEMENT

- d. Client shall release and indemnify the credit bureau from all liability arising from the Client's unauthorized access, improper use, or reliance on consumer credit information provided pursuant to this agreement.
  - e. Client shall comply with any other requirement imposed by a credit bureau, so long as First Choice makes Client aware of such a requirement.
- C. **Criminal History Information.** First Choice recommends that Client screen consumers at the county, state, and federal level, as well as using federal and multi-state/nationwide databases. Client understands that First Choice cannot be held responsible for any records that exist that do not fall within the scope of the search(es) ordered by Client. Client further understands that the multi-state/nationwide database information will only be offered in conjunction with a county or state-level verification of any possible information and that Client will be separately charged for the associated fees. Finally, Client is aware that multiple states and municipalities impose restrictions on the use of criminal history information and that the EEOC counsels that employers should engage in a multi-step process when evaluating applicants'/employees' criminal history information designed to avoid any disparate impact problems under Title VII. Client agrees to monitor all applicable legal restrictions on the use of criminal history information and take all necessary steps to comply with them.
- D. **Motor Vehicle Record Information.** Client certifies that it will only order motor vehicle records and/or driving records (collectively "MVRs") in strict compliance with the Driver Privacy Protection Act ("DPPA" at 18 U.S.C. § 2721 *et seq.*) and any related state laws. Client further certifies that no MVRs shall be ordered without first obtaining the written consent of the Consumer to obtain MVRs. Client shall not retain or store any First Choice-provided MVR results or portions of information contained therein in any database or combine such information with data in any other database, except that Client may keep a copy of a Consumer's MVR in the Consumer's file. Client shall not transmit any data contained in the reported MVR via unsecured means. Client understands that when MVRs are sought in certain states, Client will be required to complete and store certain state-specific written consent materials in connection with any MVR check performed by First Choice. Client agrees to complete such state-specific written consent materials as required by law or requested by First Choice.
- E. **Drug Test Results.** Client certifies that it understands that various states impose requirements and/or restrictions on employers intending to obtain or use drug testing results. Client certifies that it will comply with any and all legal requirements or restrictions pertaining to its acquisition or use of drug test results received from First Choice.
- F. **The Work Number.** Client acknowledges that special requirements are imposed by Talx Corporation before access to "The Work Number" may be provided by First Choice. If Client chooses to order such information from First Choice, Client agrees to comply with the terms for "Subscribers" identified on the provided addendum.
4. **Obligations Regarding The Security of Reports.** Client understands that Reports contain sensitive, personal information. Accordingly, Client agrees to do the following in order to preserve the security of the information being provided pursuant to this Agreement:
- A. **Prevent Misuse Of Services Or Information.** Client shall only request Reports for one-time use. Client agrees to take appropriate measures so as to protect against the misuse and/or unauthorized access of Reports. Client agrees that First Choice may temporarily suspend Client's access pending an investigation of Client's potential misuse. Client agrees to cooperate fully with any and all investigations. If any misuse or unauthorized access is found, First Choice may immediately terminate this Agreement.

## FIRST CHOICE CLIENT AGREEMENT

- B. **Properly Maintain The Client Account.** Client is responsible for the administration and control of Account IDs and shall identify a security administrator to coordinate with First Choice. Client shall manage all Account IDs and notify First Choice promptly if any Account ID becomes inactive or invalid. Client shall follow the policies and procedures of First Choice with respect to account maintenance as communicated to Client from time to time.
- C. **Limit Access Within Organization.** Client shall disclose Reports internally only to Client's designated and authorized employees having a need to know and only in accordance with the Agreement and applicable law. Client shall ensure that such designated and authorized employees shall not attempt to obtain any Reports on themselves, associates, or any other person except in the reasonable exercise of their official duties.
- D. **Limit Distribution Outside of Organization.** Client shall hold any Report obtained from First Choice in strict confidence, and not disclose it to any third-parties except as necessary to comply with adverse-action requirements under the Fair Credit Reporting Act or as otherwise required by law.
- E. **Disposal of Consumer Report Information.** Client agrees to take reasonable measures to dispose of Reports in order to prevent the unauthorized access to – or use of – information in a Report. Reasonable measures for disposing of consumer report information may include: (1) Burning, pulverizing, or shredding papers containing consumer report information so that the information cannot be read or reconstructed; (2) Destroying, erasing, deleting, and/or scrambling electronic files or media containing consumer report information so that the information cannot be read or reconstructed; or (3) Engaging a professional document destruction contractor to dispose of consumer report information. In all instances, Client's report disposal procedures shall comply with applicable law.
- F. **Properly Handle Any Potential Or Actual Security Breaches.** In the event that Client learns or has reason to believe that Report data has been disclosed to or accessed by an unauthorized party, Client shall comply with any and all applicable data breach laws.
5. **Exclusivity.** Client shall order Reports (and similar services) exclusively from First Choice and from no other organization, company, or person.
6. **First Choice's Services and Obligations.**
- A. **Compliance with Applicable Laws.** First Choice agrees to comply with all laws applicable to consumer reporting agencies. Among other things, First Choice will: (a) follow reasonable procedures to assure maximum possible accuracy of the information reported, (b) disclose to Consumer, upon request, the information in the Consumer's file, and (c) reinvestigate any information disputed by the Consumer at no charge to the Client and take any necessary action to rectify a report that has been determined to have incorrect or unverifiable information.
- B. **Scope of Information Provided.** First Choice shall seek out and deliver information consistent with the service descriptions set forth on its website at the time of the relevant search. Client understands that it must review and consider the scope of a search before placing an order with First Choice. Client also understands that it will not receive information from First Choice that falls outside of a requested search, and that it will not receive information that First Choice determines—in its sole discretion—to be unreportable under applicable law.
- C. **Administrative Role As To Adverse Action Correspondence.** If Client elects to have First Choice send out pre- and/or post-adverse action letters on its behalf, Client understands that it must provide to First Choice a request to send out pre-adverse action

## FIRST CHOICE CLIENT AGREEMENT

letter. Client understands and requests that First Choice send out the adverse action letter, after the requested number of days, as set by Client, after First Choice sends the pre-adverse action letter.

The parties agree that First Choice shall not send out the adverse action letter at the day mark specified in two instances: (1) if Client notifies First Choice that it should not send the adverse action letter to the individual in question (e.g., if it has decided to move forward with employing the individual in question); or (2) if First Choice has received a dispute about the background screening report from the individual in question. First Choice will not send out any adverse action letters unless expressly instructed to do so.

Client accepts full responsibility for the content of any adverse action letters sent by First Choice and understands that it must notify First Choice if it intends to use a particular template or if it intends to modify the template made available through First Choice. Client agrees that First Choice plays no role in deciding whether an individual should incur adverse action based upon a Report. Client accepts full responsibility for any and all substantive decision-making based upon the Reports it receives from First Choice. Both parties agree that First Choice's role as to the adverse action process is strictly administrative. Client shall indemnify and hold harmless First Choice, its affiliates, and subsidiaries and their respective officers, directors, employees, agents, and insurers from and against any and all damages, penalties, losses, liabilities, judgments, settlements, awards, costs, and expenses (including reasonable attorneys' fees and expenses) arising out of or in connection with any third-party claims, assertions, demands, causes of action, suits, proceedings or other actions, whether at law or in equity, related in any manner to First Choice's sending out of pre- and/or post-adverse action correspondence on behalf of Client.

**D. Administrative Role As To Initial Report Review.** If Client opts to have First Choice conduct an initial review of completed Reports on its behalf, Client shall supply First Choice with definitive and objective instructions on how to do so. Client understands and agrees that it is solely responsible for creating and defining any such instructions. Client also agrees that First Choice plays no role in deciding whether a Consumer should incur adverse action based upon a Report, and that First Choice's role is strictly administrative. Client accepts full responsibility for any and all substantive decision-making based upon a Report prepared by First Choice. Client understands that First Choice will not send out any notice or communications related to the adverse action process unless expressly instructed by Client to do so and pursuant to agreed-upon terms. Client shall indemnify and hold harmless First Choice, its affiliates, and subsidiaries and their respective officers, directors, employees, agents, and insurers from and against any and all damages, penalties, losses, liabilities, judgments, settlements, awards, costs, and expenses (including reasonable attorneys' fees and expenses) arising out of or in connection with any third-party claims, assertions, demands, causes of action, suits, proceedings or other actions, whether at law or in equity, related in any manner to First Choice's initial review of reports (as discussed in this Section).

**7. No Legal Advice.** Client acknowledges the importance of complying with its obligations under applicable law and agrees that it will consult with legal counsel as appropriate regarding the acquisition and use of Reports. Client understands and acknowledges that First Choice is not a law firm and does not provide legal advice in connection with First Choice's furnishing of Reports to Client or Client's use of such Reports. Client understands that any communications by First Choice's employees or representatives regarding searches, verifications, or the content of reports are not to be considered or construed as legal advice. Client shall consult with counsel as appropriate before deciding whether to act upon information reported by First Choice.

Client understands that sample forms or documents made available by First Choice to Client, including, but not limited to, sample disclosure notices, written authorizations, and adverse action notices are offered

## FIRST CHOICE CLIENT AGREEMENT

solely as a courtesy and should not be construed as legal advice. Laws governing the content of such documents frequently change. Accordingly, Client shall consult with counsel to make sure that it is using appropriate documents that comply with any and all applicable federal, state, and local laws. Use of First Choice's sample documents or processes—including any electronic or hard copy process designed to obtain the consumer's consent to the background check—is entirely optional. Therefore, if Client chooses to use First Choice's sample documents or processes in part or whole, Client agrees that such documents/processes should be considered its own (not that of First Choice), and that Client has consulted with its own legal counsel to the extent necessary regarding the use of such documents/processes.

Client shall indemnify and hold harmless First Choice, its affiliates, and subsidiaries and their respective officers, directors, employees, agents, and insurers from and against any and all damages, penalties, losses, liabilities, judgments, settlements, awards, costs, and expenses (including reasonable attorneys' fees and expenses) arising out of or in connection with any third-party claims, assertions, demands, causes of action, suits, proceedings or other actions, whether at law or in equity, related in any manner to Client's use of sample forms, sample documents, or processes made available by First Choice.

8. **Responsibility for Decision-Making.** Client understands and agrees that First Choice does not make the decision to deny employment, deny tenancy, or take any other adverse action based on any reported findings in the First Choice investigation process. This responsibility rests solely with Client. Client accepts full responsibility for any decision or adverse action made in part or whole on a Report provided by First Choice.

9. **Warranties, Remedies, and Indemnification.**

- A. First Choice assembles information from a variety of sources, including courthouses and government agencies. Client understands that these information sources are not maintained by First Choice. Therefore, First Choice cannot be a guarantor that the information provided from these sources is absolutely accurate. Nevertheless, First Choice has in place procedures designed to ensure the maximum possible accuracy of the information reported and also procedures designed to respond promptly to claims of incorrect or inaccurate information in accordance with applicable law.
- B. Client understands that First Choice obtains the information in its Consumer Reports and Investigative Consumer Reports from various third-party sources "AS IS" and, therefore, is providing the information to Client "AS IS". **FIRST CHOICE BACKGROUND SCREENING MAKES NO REPRESENTATION OR WARRANTY WHATSOEVER, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE OR IMPLIED WARRANTIES ARISING FROM THE COURSE OF DEALING OR A COURSE OF PERFORMANCE; FIRST CHOICE BACKGROUND SCREENING EXPRESSLY DISCLAIMS ANY AND ALL SUCH REPRESENTATIONS AND WARRANTIES.**
- C. In addition to any indemnification obligation set forth elsewhere in this Agreement, Client shall indemnify and hold harmless First Choice, its affiliates, and subsidiaries and their respective officers, directors, employees, agents, and insurers from and against any and all damages, penalties, losses, liabilities, judgments, settlements, awards, costs, and expenses (including reasonable attorneys' fees and expenses) arising out of or in connection with any third-party claims, assertions, demands, causes of action, suits, proceedings or other actions, whether at law or in equity, related in any manner to: (i) any breach by Client of this Agreement or addenda to this Agreement, (ii) Client's violation of applicable laws or ordinances, or (iii) Client's negligence, misconduct, recklessness, errors or omissions.

**FIRST CHOICE BACKGROUND SCREENING SHALL NOT BE LIABLE TO CLIENT FOR ANY CONSEQUENTIAL, INCIDENTAL, PUNITIVE, SPECIAL,**

FIRST CHOICE CLIENT AGREEMENT

**EXEMPLARY, OR INDIRECT DAMAGES (INCLUDING LOST PROFITS OR SAVINGS), EVEN IF FIRST CHOICE BACKGROUND SCREENING WAS ADVISED OF THE POSSIBILITY OF THE OCCURRENCE OF SUCH DAMAGES. IN ADDITION, FIRST CHOICE BACKGROUND SCREENING SHALL NOT BE LIABLE TO CLIENT UNDER ANY CIRCUMSTANCES FOR AN AMOUNT THAT EXCEEDS THE TOTAL FEES PAID TO FIRST CHOICE BACKGROUND SCREENING BY CLIENT DURING THE 12 MONTHS BEFORE SUCH LIABILITY AROSE, OR \$20,000, WHICHEVER IS LOWER. BOTH PARTIES AGREE THAT THE PRICES AFFORDED TO CLIENT ARE PREMISED ON THIS CAP ON DAMAGES.**

10. **Term.**

- A. The initial term of this agreement is three years (“Initial Term”). The Agreement shall automatically renew for successive one year terms (“Renewal Term”) unless either party provides written notice of an intent to terminate the Agreement to the other party at least 30 days prior to the end of the applicable term.
- B. First Choice may terminate this Agreement at any time during the Initial Term or a Renewal Term for any reason upon 30 days’ written notice to Client. First Choice may also terminate this Agreement immediately upon written notice if Client is the debtor in a bankruptcy action or in an assignment for the benefit of creditors or if Client undergoes a change in ownership. In addition, First Choice may terminate the Agreement immediately if it determines that Client has violated the Agreement or a separate legal requirement, or if it determines that there has been a material change in existing legal requirements that adversely affects the Agreement.
- C. Client shall only be permitted to terminate this Agreement during a term if First Choice breaches this Agreement and fails to cure such a breach within 30 days of receiving a written notice from Client detailing the nature of such a breach. In such an instance, Client shall have 30 days to terminate the Agreement following First Choice’s failure to cure. Client shall effectuate termination by providing a written notice of termination to First Choice.

11. **Fees and Invoices.**

- A. Client shall be responsible for paying all fees for services rendered to it, consistent with the signed “Proposal” Document. In addition to service fees, Client shall be responsible for all data access charges or similar charges incurred by First Choice in carrying out the requested searches/verifications (e.g., applicable court access costs or surcharges levied by federal, state, county governments, or governmental agencies, or fees charged by educational institutions, employer verification lines, licensing agencies, or other third-parties for access to information). Client shall also be responsible for charges resulting from Client’s own errors (e.g., inputting data incorrectly or making duplicate requests).
- B. Except as detailed in Section 11(c) below, First Choice shall lock the prices of service fees at the levels stated in the signed “Proposal Document” during the Initial Term, provided that the number of Reports ordered during each year of this Agreement fall within 20% of Client’s estimated report number specified on Attachment I. If Client does not meet this Report threshold in a year, First Choice may increase prices for the next year up to 20%.
- C. The price lock described in this section does not apply to third-party data access charges or similar charges, described in Section 11(A), above nor does it apply to service fee prices on occupational health and medical testing services.

FIRST CHOICE CLIENT AGREEMENT

- D. If the Agreement renews for one or more successive one-year terms, First Choice may raise service fee prices up to 20% from the prices afforded to Client during the prior year. First Choice will provide Client with notice of service fees changes 30 days ahead of the 30 day renewal period.
- E. Client will be billed monthly. Invoices are considered past due after thirty (30) days from date of invoice. Unpaid balances thereafter are subject to a monthly interest charge of up to 1.5% per month until the obligation is paid in full, as allowed by law. Client shall review all invoices furnished and shall notify First Choice of any discrepancies within thirty (30) days of receipt of the invoice. Absent an appropriate notice within thirty (30) days, the invoice will be deemed approved and accepted by Client. If it becomes necessary for First Choice to pursue any collection of any amount due from Client under this Agreement, in addition to the principal amount due and interest, First Choice shall be entitled to recover its costs of collection including, without limitation, reasonable attorney's fees, as allowed by law.

12. **Miscellaneous.**

- A. **Counterparts; Facsimile Signatures.** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
- B. **Independent Contractor.** Each party is and shall remain an independent contractor. Neither party is authorized to assume or create an obligation or responsibility, express or implied, on behalf of or in the name of the other party or to bind the other party in any manner.
- C. **Address Change.** Client shall notify First Choice if Client changes its name or address.
- D. **Information for "Vetting Purposes".** Client shall be expected to provide certain information to First Choice regarding the nature of its business so that First Choice may appropriately "vet" Client before providing Reports.
- E. **General Legal Compliance.** Client shall comply with all laws applicable to its ordering, receipt, or use of Reports from First Choice.
- F. **Receipt of Federal Notices.** Client acknowledges that it has received a copy of "A Summary of Your Rights Under the Fair Credit Reporting Act" and "Notice to Users of Consumer Reports," which are attached as Exhibit A and B to this Agreement.
- G. **Audits.** First Choice shall have the right to conduct periodic audits of Client's compliance with this Agreement. In addition, certain third-party vendors, such as departments of motor vehicles and credit bureaus, require the right to audit Client either directly or through First Choice. The scope and frequency of any audit shall be at the reasonable discretion of First Choice and will be subject to requirements imposed by third-party vendors. First Choice will provide reasonable notice prior to conducting any audit provided that First Choice has received reasonable notice from any third-party vendor involved in the audit process. Any violations discovered as a result of such audit may be cause for immediate action by First Choice, including, but not limited to, immediate termination of this Agreement.
- H. **Forum Selection and Choice of Law.** Florida law and federal law will govern this Agreement for all matters except for collections. The parties agree that any legal disputes other than collection matters will be handled in state court in Florida or federal court in Florida. Both parties agree that personal jurisdiction exists in Florida.

FIRST CHOICE CLIENT AGREEMENT

- I. **Validity of Agreement.** The invalidity or unenforceability of any one provision of this Agreement shall not impair the validity and enforceability of the remaining provisions.
- J. **Force Majeure.** The obligation of First Choice to perform under this Agreement shall be excused if caused by matters beyond its reasonable control, including, without limitation, pandemic, government regulation or law, war or insurrection, civil commotion, destruction of production facilities or material by earthquake, fire, flood, storm or other natural disaster, labor disturbances, epidemic or failure of suppliers, public utilities or common carriers.
- K. **Successors and Assigns.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns, provided, however, Client shall not assign or otherwise transfer this Agreement or any interest herein without the prior written consent of First Choice.
- L. **No Third-Party Beneficiaries.** Except as specifically provided for herein, this Agreement shall not confer any rights or remedies upon any person other than the parties hereto and their respective successors and permitted assigns.
- M. **No Waiver.** The failure of either party to insist on prompt performance of their duties shall not constitute a waiver of that duty.
- N. **Exhibits and Schedules Incorporated.** All Exhibits and Schedules attached hereto are incorporated herein.
- O. **Survival.** The following provisions shall survive termination of this Agreement: 3B(2)(d), 4, 6C (indemnification), 6D (indemnification), 7, 8, 9, 11, 12E, and 12H.
- P. **Entire Agreement.** This Agreement and any exhibits and schedules constitute the entire agreement between the parties and supersede all prior understanding, written or oral, between the parties with respect to the subject matter hereof. No changes or alterations may be made to this Agreement unless in writing signed by duly-authorized representatives of each party to this Agreement.

[SIGNATURE PAGE TO FOLLOW]

FIRST CHOICE CLIENT AGREEMENT

In signing this Agreement on behalf of Client, the individual below hereby certifies that he/she has direct knowledge of the facts addressed above and that **he/she is authorized to execute this Agreement on behalf of Client.**

City of Fargo  
Client's Legal Business Name

First Choice Research and Investigations, LLC

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Name: Nicole Morales

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

Title: CEO

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

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

FIRST CHOICE CLIENT AGREEMENT

ATTACHMENT I

Client anticipates that it will order at least 30 Reports from First Choice each year during the Agreement.



## EXHIBIT A

*Para información en español, visite [www.consumerfinance.gov/learnmore](http://www.consumerfinance.gov/learnmore) o escribe a la Consumer Financial Protection Bureau, 1700 G Street NW, Washington, DC 20552.*

### **A Summary of Your Rights Under the Fair Credit Reporting Act**

The federal Fair Credit Reporting Act (FCRA) promotes the accuracy, fairness, and privacy of information in the files of consumer reporting agencies. There are many types of consumer reporting agencies, including credit bureaus and specialty agencies (such as agencies that sell information about check writing histories, medical records, and rental history records). Here is a summary of your major rights under FCRA. **For more information, including information about additional rights, go to [www.consumerfinance.gov/learnmore](http://www.consumerfinance.gov/learnmore) or write to: Consumer Financial Protection Bureau, 1700 G Street NW, Washington, DC 20552.**

- **You must be told if information in your file has been used against you.** Anyone who uses a credit report or another type of consumer report to deny your application for credit, insurance, or employment – or to take another adverse action against you – must tell you, and must give you the name, address, and phone number of the agency that provided the information.
- **You have the right to know what is in your file.** You may request and obtain all the information about you in the files of a consumer reporting agency (your “file disclosure”). You will be required to provide proper identification, which may include your Social Security number. In many cases, the disclosure will be free. You are entitled to a free file disclosure if:
  - a person has taken adverse action against you because of information in your credit report;
  - you are the victim of identity theft and place a fraud alert in your file;
  - your file contains inaccurate information as a result of fraud;
  - you are on public assistance;
  - you are unemployed but expect to apply for employment within 60 days.

In addition, all consumers are entitled to one free disclosure every 12 months upon request from each nationwide credit bureau and from nationwide specialty consumer reporting agencies. See [www.consumerfinance.gov/learnmore](http://www.consumerfinance.gov/learnmore) for additional information.

- **You have the right to ask for a credit score.** Credit scores are numerical summaries of your credit-worthiness based on information from credit bureaus. You may request a credit score from consumer reporting agencies that create scores or distribute scores used in residential real property loans, but you will have to pay for it. In some mortgage transactions, you will receive credit score information for free from the mortgage lender.
- **You have the right to dispute incomplete or inaccurate information.** If you identify information in your file that is incomplete or inaccurate, and report it to the consumer

## EXHIBIT A

reporting agency, the agency must investigate unless your dispute is frivolous. See [www.consumerfinance.gov/learnmore](http://www.consumerfinance.gov/learnmore) for an explanation of dispute procedures.

- **Consumer reporting agencies must correct or delete inaccurate, incomplete, or unverifiable information.** Inaccurate, incomplete, or unverifiable information must be removed or corrected, usually within 30 days. However, a consumer reporting agency may continue to report information it has verified as accurate.
- **Consumer reporting agencies may not report outdated negative information.** In most cases, a consumer reporting agency may not report negative information that is more than seven years old, or bankruptcies that are more than 10 years old.
- **Access to your file is limited.** A consumer reporting agency may provide information about you only to people with a valid need – usually to consider an application with a creditor, insurer, employer, landlord, or other business. The FCRA specifies those with a valid need for access.
- **You must give your consent for reports to be provided to employers.** A consumer reporting agency may not give out information about you to your employer, or a potential employer, without your written consent given to the employer. Written consent generally is not required in the trucking industry. For more information, go to [www.consumerfinance.gov/learnmore](http://www.consumerfinance.gov/learnmore).
- **You may limit “prescreened” offers of credit and insurance you get based on information in your credit report.** Unsolicited “prescreened” offers for credit and insurance must include a toll-free phone number you can call if you choose to remove your name and address from the lists these offers are based on. You may opt out with the nationwide credit bureaus at 1-888-567-8688.
- The following FCRA right applies with respect to nationwide consumer reporting agencies:

### CONSUMERS HAVE THE RIGHT TO OBTAIN A SECURITY FREEZE

**You have a right to place a “security freeze” on your credit report, which will prohibit a consumer reporting agency from releasing information in your credit report without your express authorization.** The security freeze is designed to prevent credit, loans, and services from being approved in your name without your consent. However, you should be aware that using a security freeze to take control over who gets access to the personal and financial information in your credit report may delay, interfere with, or prohibit the timely approval of any subsequent request or application you make regarding a new loan, credit, mortgage, or any other account involving the extension of credit.

As an alternative to a security freeze, you have the right to place an initial or extended fraud alert on your credit file at no cost. An initial fraud alert is a 1-year alert that is placed on a consumer’s credit file. Upon seeing a fraud alert display on a consumer’s credit file, a business is required to take steps to verify the consumer’s identity before extending new credit. If you are a victim of identity theft, you are entitled to an extended fraud alert, which is a fraud alert lasting 7 years.

## EXHIBIT A

A security freeze does not apply to a person or entity, or its affiliates, or collection agencies acting on behalf of the person or entity, with which you have an existing account that requests information in your credit report for the purposes of reviewing or collecting the account. Reviewing the account includes activities related to account maintenance, monitoring, credit line increases, and account upgrades and enhancements.

- **You may seek damages from violators.** If a consumer reporting agency, or, in some cases, a user of consumer reports or a furnisher of information to a consumer reporting agency violates the FCRA, you may be able to sue in state or federal court.
- **Identity theft victims and active duty military personnel have additional rights.** For more information, visit [www.consumerfinance.gov/learnmore](http://www.consumerfinance.gov/learnmore).

**States may enforce the FCRA, and many states have their own consumer reporting laws. In some cases, you may have more rights under state law. For more information, contact your state or local consumer protection agency or your state Attorney General. For information about your federal rights, contact:**

## EXHIBIT A

TYPE OF BUSINESS:	CONTACT:
<p>1.a. Banks, savings associations, and credit unions with total assets of over \$10 billion and their affiliates</p> <p>b. Such affiliates that are not banks, savings associations, or credit unions also should list, in addition to the CFPB:</p>	<p>a. Consumer Financial Protection Bureau 1700 G Street NW Washington, DC 20552</p> <p>b. Federal Trade Commission Consumer Response Center 600 Pennsylvania Avenue NW Washington, DC 20580 (877) 382-4357</p>
<p>2. To the extent not included in item 1 above:</p> <p>a. National banks, federal savings associations, and federal branches and federal agencies of foreign banks</p> <p>b. State member banks, branches and agencies of foreign banks (other than federal branches, federal agencies, and Insured State Branches of Foreign Banks), commercial lending companies owned or controlled by foreign banks, and organizations operating under section 25 or 25A of the Federal Reserve Act.</p> <p>c. Nonmember Insured Banks, Insured State Branches of Foreign Banks, and insured state savings associations</p> <p>d. Federal Credit Unions</p>	<p>a. Office of the Comptroller of the Currency Customer Assistance Group P.O. Box 53570 Houston, TX 77052</p> <p>b. Federal Reserve Consumer Help Center P.O. Box 1200 Minneapolis, MN 55480</p> <p>c. Division of Depositor and Consumer Protection National Center for Consumer and Depositor Assistance Federal Deposit Insurance Corporation 1100 Walnut Street, Box #11 Kansas City, MO 64106</p> <p>d. National Credit Union Administration Office of Consumer Financial Protection 1775 Duke Street Alexandria, VA 22314</p>
<p>3. Air carriers</p>	<p>Assistant General Counsel for Office of Aviation Consumer Protection Department of Transportation 1200 New Jersey Avenue SE Washington, DC 20590</p>
<p>4. Creditors Subject to the Surface Transportation Board</p>	<p>Office of Public Assistance, Governmental Affairs, and Compliance Surface Transportation Board 395 E Street SW Washington, DC 20423</p>
<p>5. Creditors Subject to the Packers and Stockyards Act, 1921</p>	<p>Nearest Packers and Stockyards Division Regional Office</p>
<p>6. Small Business Investment Companies</p>	<p>Associate Administrator, Office of Capital Access United States Small Business Administration 409 Third Street SW, Suite 8200 Washington, DC 20416</p>
<p>7. Brokers and Dealers</p>	<p>Securities and Exchange Commission 100 F Street NE Washington, DC 20549</p>
<p>8. Institutions that are members of the Farm Credit System</p>	<p>Farm Credit Administration 1501 Farm Credit Drive McLean, VA 22102-5090</p>
<p>9. Retailers, Finance Companies, and All Other Creditors Not Listed Above</p>	<p>Federal Trade Commission Consumer Response Center 600 Pennsylvania Avenue NW Washington, DC 20580 (877) 382-4357</p>



## EXHIBIT B

All users of consumer reports must comply with all applicable regulations, including regulations promulgated after this notice was first prescribed in 2004. Information about applicable regulations currently in effect can be found at the Consumer Financial Protection Bureau's website, [www.consumerfinance.gov/learnmore](http://www.consumerfinance.gov/learnmore).

### NOTICE TO USERS OF CONSUMER REPORTS: OBLIGATIONS OF USERS UNDER THE FCRA

The Fair Credit Reporting Act (FCRA), 15 U.S.C. §1681-1681y, requires that this notice be provided to inform users of consumer reports of their legal obligations. State law may impose additional requirements. The text of the FCRA is set forth in full at the Bureau of Consumer Financial Protection's website at [www.consumerfinance.gov/learnmore](http://www.consumerfinance.gov/learnmore). At the end of this document is a list of United States Code citations for the FCRA. Other information about user duties is also available at the Bureau's website. **Users must consult the relevant provisions of the FCRA for details about their obligations under the FCRA.**

The first section of this summary sets forth the responsibilities imposed by the FCRA on all users of consumer reports. The subsequent sections discuss the duties of users of reports that contain specific types of information, or that are used for certain purposes, and the legal consequences of violations. If you are a furnisher of information to a consumer reporting agency (CRA), you have additional obligations and will receive a separate notice from the CRA describing your duties as a furnisher.

#### H. OBLIGATIONS OF ALL USERS OF CONSUMER REPORTS

##### A. Users Must Have a Permissible Purpose

Congress has limited the use of consumer reports to protect consumers' privacy. All users must have a permissible purpose under the FCRA to obtain a consumer report. Section 604 contains a list of the permissible purposes under the law. These are:

- As ordered by a court or a federal grand jury subpoena. Section 604(a)(1)
- As instructed by the consumer in writing. Section 604(a)(2)
- For the extension of credit as a result of an application from a consumer, or the review or collection of a consumer's account. Section 604(a)(3)(A)
- For employment purposes, including hiring and promotion decisions, where the consumer has given written permission. Sections 604(a)(3)(B) and 604(b)
- For the underwriting of insurance as a result of an application from a consumer. Section 604(a)(3)(C)
- When there is a legitimate business need, in connection with a business transaction that is initiated by the consumer. Section 604(a)(3)(F)(i)
- To review a consumer's account to determine whether the consumer continues to meet the terms of the account. Section 604(a)(3)(F)(ii)
- To determine a consumer's eligibility for a license or other benefit granted by a governmental instrumentality required by law to consider an applicant's financial responsibility or status. Section 604(a)(3)(D)
- For use by a potential investor or servicer, or current insurer, in a valuation or assessment of the credit or prepayment risks associated with an existing credit obligation. Section 604(a)(3)(E)
- For use by state and local officials in connection with the determination of child support payments, or modifications and enforcement thereof. Sections 604(a)(4) and 604(a)(5)

## EXHIBIT B

In addition, creditors and insurers may obtain certain consumer report information for the purpose of making “prescreened” unsolicited offers of credit or insurance. Section 604(c). The particular obligations of users of “prescreened” information are described in Section VII below.

### **B. Users Must Provide Certifications**

Section 604(f) prohibits any person from obtaining a consumer report from a consumer reporting agency (CRA) unless the person has certified to the CRA the permissible purpose(s) for which the report is being obtained and certifies that the report will not be used for any other purpose.

### **C. Users Must Notify Consumers When Adverse Actions Are Taken**

The term “adverse action” is defined very broadly by Section 603. “Adverse actions” include all business, credit, and employment actions affecting consumers that can be considered to have a negative impact as defined by Section 603(k) of the FCRA – such as denying or canceling credit or insurance, or denying employment or promotion. No adverse action occurs in a credit transaction where the creditor makes a counteroffer that is accepted by the consumer.

#### **1. Adverse Actions Based on Information Obtained From a CRA**

If a user takes any type of adverse action as defined by the FCRA that is based at least in part on information contained in a consumer report, Section 615(a) requires the user to notify the consumer. The notification may be done in writing, orally, or by electronic means. It must include the following:

- The name, address, and telephone number of the CRA (including a toll-free telephone number, if it is a nationwide CRA) that provided the report.
- A statement that the CRA did not make the adverse decision and is not able to explain why the decision was made.
- A statement setting forth the consumer’s right to obtain a free disclosure of the consumer’s file from the CRA if the consumer makes a request within 60 days.
- A statement setting forth the consumer’s right to dispute directly with the CRA the accuracy or completeness of any information provided by the CRA.

#### **2. Adverse Actions Based on Information Obtained From Third Parties Who Are Not Consumer Reporting Agencies**

If a person denies (or increases the charge for) credit for personal, family, or household purposes based either wholly or partly upon information from a person other than a CRA, and the information is the type of consumer information covered by the FCRA, Section 615(b)(1) requires that the user clearly and accurately disclose to the consumer his or her right to be told the nature of the information that was relied upon if the consumer makes a written request within 60 days of notification. The user must provide the disclosure within a reasonable period of time following the consumer’s written request.

#### **3. Adverse Actions Based on Information Obtained From Affiliates**

If a person takes an adverse action involving insurance, employment, or a credit transaction initiated by the consumer, based on information of the type covered by the FCRA, and this information was obtained from an entity affiliated with the user of the information by common ownership or control, Section 615(b)(2) requires the user to notify the consumer of the adverse action. The notice must inform the consumer that he or she may obtain a disclosure of the nature of the information relied upon by making a written request within 60 days of receiving the adverse action notice. If the consumer makes such a request, the user must disclose the nature of the information not later than 30 days after receiving the request. If consumer report

## EXHIBIT B

information is shared among affiliates and then used for an adverse action, the user must make an adverse action disclosure as set forth in I.C.1 above.

### **D. Users Have Obligations When Fraud and Active Duty Military Alerts are in Files**

When a consumer has placed a fraud alert, including one relating to identify theft, or an active duty military alert with a nationwide consumer reporting agency as defined in Section 603(p) and resellers, Section 605A(h) imposes limitations on users of reports obtained from the consumer reporting agency in certain circumstances, including the establishment of a new credit plan and the issuance of additional credit cards. For initial fraud alerts and active duty alerts, the user must have reasonable policies and procedures in place to form a belief that the user knows the identity of the applicant or contact the consumer at a telephone number specified by the consumer; in the case of extended fraud alerts, the user must contact the consumer in accordance with the contact information provided in the consumer's alert.

### **E. Users Have Obligations When Notified of an Address Discrepancy**

Section 605(h) requires nationwide CRAs, as defined in Section 603(p), to notify users that request reports when the address for a consumer provided by the user in requesting the report is substantially different from the addresses in the consumer's file. When this occurs, users must comply with regulations specifying the procedures to be followed, which will be issued by the Consumer Financial Protection Bureau and the banking and credit union regulators. The Consumer Financial Protection Bureau regulations will be available at [www.consumerfinance.gov/learnmore/](http://www.consumerfinance.gov/learnmore/).

### **F. Users Have Obligations When Disposing of Records**

Section 628 requires that all users of consumer report information have in place procedures to properly dispose of records containing this information. The Consumer Financial Protection Bureau, the Securities and Exchange Commission, and the banking and credit union regulators have issued regulations covering disposal. The Consumer Financial Protection Bureau regulations may be found at [www.consumerfinance.gov/learnmore/](http://www.consumerfinance.gov/learnmore/).

## **II. CREDITORS MUST MAKE ADDITIONAL DISCLOSURES**

If a person uses a consumer report in connection with an application for, or a grant, extension, or provision of, credit to a consumer on material terms that are materially less favorable than the most favorable terms available to a substantial proportion of consumers from or through that person, based in whole or in part on a consumer report, the person must provide a risk-based pricing notice to the consumer in accordance with regulations prescribed by the Consumer Financial Protection Bureau.

Section 609(g) requires a disclosure by all persons that make or arrange loans secured by residential real property (one to four units) and that use credit scores. These persons must provide credit scores and other information about credit scores to applicants, including the disclosure set forth in Section 609(g)(1)(D) ("Notice to the Home Loan Applicant").

## **III. OBLIGATIONS OF USERS WHEN CONSUMER REPORTS ARE OBTAINED FOR EMPLOYMENT PURPOSES**

### **A. Employment Other Than in the Trucking Industry**

If the information from a CRA is used for employment purposes, the user has specific duties, which are set forth in Section 604(b) of the FCRA. The user must:

- Make a clear and conspicuous written disclosure to the consumer before the report is obtained, in a document that consists solely of the disclosure, that a consumer report may be obtained.

## EXHIBIT B

- Obtain from the consumer prior written authorization. Authorization to access reports during the term of employment may be obtained at the time of employment.
- Certify to the CRA that the above steps have been followed, that the information being obtained will not be used in violation of any federal or state equal opportunity law or regulation, and that, if any adverse action is to be taken based on the consumer report, a copy of the report and a summary of the consumer's rights will be provided to the consumer.
- **Before** taking an adverse action, the user must provide a copy of the report to the consumer as well as the summary of consumer's rights (The user should receive this summary from the CRA.) A Section 615(a) adverse action notice should be sent after the adverse action is taken.

An adverse action notice also is required in employment situations if credit information (other than transactions and experience data) obtained from an affiliate is used to deny employment. Section 615(b)(2).

The procedures for investigative consumer reports and employee misconduct investigations are set forth below.

### **B. Employment in the Trucking Industry**

Special rules apply for truck drivers where the only interaction between the consumer and the potential employer is by mail, telephone, or computer. In this case, the consumer may provide consent orally or electronically, and an adverse action may be made orally, in writing, or electronically. The consumer may obtain a copy of any report relied upon by the trucking company by contacting the company.

### **IV. OBLIGATIONS WHEN INVESTIGATIVE CONSUMER REPORTS ARE USED**

Investigative consumer reports are a special type of consumer report in which information about a consumer's character, general reputation, personal characteristics, and mode of living is obtained through personal interviews by an entity or person that is a consumer reporting agency. Consumers who are the subjects of such reports are given special rights under the FCRA. If a user intends to obtain an investigative consumer report, Section 606 requires the following:

- The user must disclose to the consumer that an investigative consumer report may be obtained. This must be done in a written disclosure that is mailed, or otherwise delivered, to the consumer at some time before or not later than three days after the date on which the report was first requested. The disclosure must include a statement informing the consumer of his or her right to request additional disclosures of the nature and scope of the investigation as described below, and the summary of consumer rights required by Section 609 of the FCRA. (The summary of consumer rights will be provided by the CRA that conducts the investigation.)
- The user must certify to the CRA that the disclosures set forth above have been made and that the user will make the disclosure described below.
- Upon the written request of a consumer made within a reasonable period of time after the disclosures required above, the user must make a complete disclosure of the nature and scope of the investigation. This must be made in a written statement that is mailed or otherwise delivered, to the consumer no later than five days after the date on which the request was received from the consumer or the report was first requested, whichever is later in time.

### **V. SPECIAL PROCEDURES FOR EMPLOYEE INVESTIGATIONS**

Section 603(x) provides special procedures for investigations of suspected misconduct by an employee or for compliance with Federal, state or local laws and regulations or the rules of a self-regulatory organization, and compliance with written policies of the employer. These investigations are not treated as consumer reports so long as the employer or its agent complies with the procedures set forth in Section 603(x), and a summary describing the nature and scope of the inquiry is made to the employee if an adverse action is taken based on the investigation.

## EXHIBIT B

**VI. OBLIGATIONS OF USERS OF MEDICAL INFORMATION**

Section 604(g) limits the use of medical information obtained from consumer reporting agencies (other than payment information that appears in a coded form that does not identify the medical provider). If the information is to be used for an insurance transaction, the consumer must give consent to the user of the report or the information must be coded. If the report is to be used for employment purposes – or in connection with a credit transaction (except as provided in regulations issued by the banking and credit union regulators) – the consumer must provide specific written consent and the medical information must be relevant. Any user who receives medical information shall not disclose the information to any other person (except where necessary to carry out the purpose for which the information was disclosed, or a permitted by statute, regulation, or order).

**VII. OBLIGATIONS OF USERS OF “PRESCREENED” LISTS**

The FCRA permits creditors and insurers to obtain limited consumer report information for use in connection with unsolicited offers of credit or insurance under certain circumstances. Sections 603(1), 604(c), 604(e), and 614(d). This practice is known as “prescreening” and typically involves obtaining a list of consumers from a CRA who meet certain preestablished criteria. If any person intends to use prescreened lists, that person must (1) before the offer is made, establish the criteria that will be relied upon to make the offer and grant credit or insurance, and (2) maintain such criteria on file for a three-year period beginning on the date on which the offer is made to each consumer. In addition, any user must provide with each written solicitation a clear and conspicuous statement that:

- Information contained in a consumer’s CRA file was used in connection with the transaction.
- The consumer received the offer because he or she satisfied the criteria for credit worthiness or insurability used to screen for the offer.
- Credit or insurance may not be extended if, after the consumer responds, it is determined that the consumer does not meet the criteria used for screening or any applicable criteria bearing on credit worthiness or insurability, or the consumer does not furnish required collateral.
- The consumer may prohibit the use of information in his or her file in connection with future prescreened offers of credit or insurance by contacting the notification system established by the CRA that provided the report. The statement must include the address and toll-free telephone number of the appropriate notification system.

In addition, the Consumer Financial Protection Bureau has established the format, type size, and manner of the disclosure required by Section 615(d), with which users must comply. The regulation is 12 CFR 1022.54.

**VIII. OBLIGATIONS OF RESELLERS****A. Disclosure and Certification Requirements**

Section 607(e) requires any person who obtains a consumer report for resale to take the following steps:

- Disclose the identity of the end-user to the source CRA.
- Identify to the source CRA each permissible purpose for which the report will be furnished to the end-user.
- Establish and follow reasonable procedures to ensure that reports are resold only for permissible purposes, including procedures to obtain:
  - (1) the identify of all end-users;
  - (2) certifications from all users of each purpose for which reports will be used; and
  - (3) certifications that reports will not be used for any purpose other than the purpose(s) specified to the reseller. Resellers must make reasonable efforts to verify this information before selling the report.

## EXHIBIT B

**B. Reinvestigations by Resellers**

Under Section 611(f), if a consumer disputes the accuracy or completeness of information in a report prepared by a reseller, the reseller must determine whether this is a result of an action or omission on its part and, if so, correct or delete the information. If not, the reseller must send the dispute to the source CRA for reinvestigation. When any CRA notifies the reseller of the results of an investigation, the reseller must immediately convey the information to the consumer.

**C. Fraud Alerts and Resellers**

Section 605A(f) requires resellers who receive fraud alerts or active duty alerts from another consumer reporting agency to include these in their reports.

**IX. LIABILITY FOR VIOLATIONS OF THE FCRA**

Failure to comply with the FCRA can result in state government or federal government enforcement actions, as well as private lawsuits. Sections 616, 617, and 621. In addition, any person who knowingly and willfully obtains a consumer report under false pretenses may face criminal prosecution. Section 619.

The Consumer Financial Protection Bureau website, [www.consumerfinance.gov/learnmore](http://www.consumerfinance.gov/learnmore), has more information about the FCRA.

**Citations for FCRA sections in the U.S. Code, 15 U.S.C. § 1618 et seq.:**

Section 603	15 U.S.C. 1681	Section 615	15 U.S.C. 1681m
Section 603	15 U.S.C. 1681a	Section 616	15 U.S.C. 1681n
Section 604	15 U.S.C. 1681b	Section 617	15 U.S.C. 1681o
Section 605	15 U.S.C. 1681c	Section 618	15 U.S.C. 1681p
Section 605A	15 U.S.C. 1681c-1	Section 619	15 U.S.C. 1681q
Section 605B	15 U.S.C. 1681c-2	Section 620	15 U.S.C. 1681r
Section 606	15 U.S.C. 1681d	Section 621	15 U.S.C. 1681s
Section 607	15 U.S.C. 1681e	Section 622	15 U.S.C. 1681s-1
Section 608	15 U.S.C. 1681f	Section 623	15 U.S.C. 1681s-2
Section 609	15 U.S.C. 1681g	Section 624	15 U.S.C. 1681t
Section 610	15 U.S.C. 1681h	Section 625	15 U.S.C. 1681u
Section 611	15 U.S.C. 1681i	Section 626	15 U.S.C. 1681v
Section 612	15 U.S.C. 1681j	Section 627	15 U.S.C. 1681w
Section 613	15 U.S.C. 1681k	Section 628	15 U.S.C. 1681x
Section 614	15 U.S.C. 1681l	Section 629	15 U.S.C. 1681y

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To: Board of City Commissioners

From: Jill Minette, Director of Human Resources

Re: Cooperative Personnel Services (CPS HR Consulting) Agreement Extension

Date: May 7, 2026

Human Resources respectfully requests approval to extend the agreement with CPS HR Consulting. The original agreement was approved by the Board of City Commissioners at its May 12, 2025, meeting. The proposed contract extension would allow the City to continue utilizing per-diem consulting services from Cooperative Personnel Services (dba CPS HR Consulting) to support the City of Fargo's employee engagement initiative. Services under the extension may include, but are not limited to, departmental employee engagement results informational sessions as requested, a train-the-trainer session to support action-planning facilitation, and additional department-specific action planning and follow-up services as determined necessary by City Administration, department leadership, and Human Resources. The agreement extension has been reviewed by the City Attorney.

**RECOMMENDED MOTION:** Approve the extension of the agreement with CPS HR Consulting to provide per diem consulting services, including follow-up action planning and related support services, following completion of the City of Fargo's employee engagement survey.



**Second Amendment to Consulting Service Agreement**

**City of Fargo**  
**Employee Engagement Services**  
**Term Extension**

THIS SECOND AMENDMENT (this "Amendment") is made by and between Cooperative Personnel Services dba **CPS HR Consulting**, ("CPS HR") located at 2450 Del Paso Road, Ste 220, Sacramento, California, 95834 and the **City of Fargo** ("Client") with offices at 225 4th Street N., Fargo, ND, 58102.

Whereas, CPS HR and Client have entered into the Agreement (as defined below); and

Whereas, CPS HR and Client entered into an Amendment on December 17, 2025 to extend the term through March 31, 2026 and made a Project Manager Update; and

Whereas, CPS HR and Client desire to modify the Agreement on the terms and conditions set forth herein;

Now, therefore, CPS HR and Client agree as follows:

1. **Definitions:** The following definitions shall apply to this Amendment:
  - (a) **Agreement.** The term "Agreement" shall mean the Agreement dated **May 1, 2025** by and between CPS HR and Client.
  - (b) **Other Terms.** Terms used and not defined in this Amendment shall have the meanings assigned to such terms in the Agreement.
2. **Modifications to the Agreement.** The Agreement is hereby modified to extend the term by 5 months as follows:
  - (a) **Page 1, Section E, Part 1.**
    1. **TERM:** The term of this Agreement is from May 1, 2025 through August 31, 2026.
3. **Effective Date.** Each of the modifications set forth in Section 2 shall be effective on and after April 20, 2026.
4. **Legal Effect.** Except as expressly modified by this Amendment, all of the terms and conditions of the Agreement shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, CPS HR and CLIENT have executed this Amendment as of the date below.

**Cooperative Personnel Services dba  
CPS HR Consulting**

**City of Fargo**

By: \_\_\_\_\_  
Authorized Signature

By: \_\_\_\_\_  
Authorized Signature

Name: \_\_\_\_\_

Name: \_\_\_\_\_

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

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



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## Memorandum

DATE: May 7, 2026  
TO: Mayor and Board of City Commissioners  
FROM: Shawn Ouradnik, Inspections Director  
SUBJECT: 2024 International Codes Amendment and recommended motion

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### Background:

Every three years, the Inspections Department, Fire Department, and the Board of Appeals is tasked with updating the Fire, Building, Residential, Mechanical, Fuel Gas, Property Maintenance, Existing Building, and Energy codes for the city of Fargo. During the adoption of the Residential code, the Ground Snow load in Table R301.2 was changed to reflect what was thought to be the new snow load of 64 pounds per square foot. After further review, it was realized that an error was made. The information was brought back to the Board of Appeals on May 7, 2026, to amend table R301.2 to reflect a snow load of 44 pounds per square foot as prescribed in the 2024 Residential code.

The Board of Appeals discussed the issue and unanimously voted to amend table R301.2, as presented.

**RECOMMENDED MOTION:** Direct the City Attorney's Office to prepare the necessary ordinance to amend table R301.2 of the 2024 International Residential Code as recommended by the Board of Appeals



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May 12, 2026

To: Fargo City Commission

From: Timothy S. Dirks, MLIS, MPA  
Director  
Fargo Public Library

A handwritten signature in black ink, appearing to read "TSD", is written over the printed name of Timothy S. Dirks.

Isabella Cody, Library Associate 1 has requested an extension of their leave of absence under Policy 500-008 Leave Without Pay. The leave will begin on May 31<sup>st</sup>. for up to an additional 90 days. The employee is able to draw from accrued time off benefits including vacation and sick leave.

**Recommended motion:**

To approve the leave of absence extension for Isabella Cody under Policy 500-008 Leave Without Pay.

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**PUBLIC  
WORKS**

**FLEET MANAGEMENT, FORESTRY  
STREETS & SEWERS  
WATERMAINS & HYDRANTS**  
402 23rd Street North  
Fargo, ND 58102  
Phone: 701.241.1453 | Fax: 701.241.8100  
[FargoND.gov](http://FargoND.gov)

May 4, 2026

The Honorable Board of City Commissioners  
City of Fargo  
Fargo, ND 58102

**RE:** Authorization to Extend the Aerial Mosquito Control Services Contract with Vector Disease Control International, LLC for the 2026 Season under RFP23049

Commissioners:

Proposals were received on Wednesday, March 1, 2023, in response to Request for Proposal (RFP23049) issued by Cass County Vector Control for Aerial Mosquito Control Services. A total of one (1) sealed proposal was received, which was thoroughly reviewed and analyzed.

**Pricing is as follows:**

- Spraying over 15,000 acres: \$2.25 per acre
- Spraying 5,001 – 15,000 acres: \$2.65 per acre
- Spraying 0 – 5,000 acres: \$3.10 per acre
- Ferry fee: \$500 per application
- City of Fargo retainer fee: \$58,500 per year

Based on the submitted proposal and the vendor's demonstrated experience, the 2023–2025 Aerial Mosquito Control Services contract was awarded to Vector Disease Control International, LLC. The original RFP included provisions allowing for a one (1) year extension under the same terms and conditions.

Public Works staff have consulted with the contractor, and at this time recommend extending the contract for the 2026 season under the original terms outlined in RFP23049.

**RECOMMENDED MOTION:**

I/we hereby move, based on Request for Proposal (RFP23049), to extend the 2023–2025 Aerial Mosquito Control Services contract with Vector Disease Control International, LLC for the 2026 season.

Respectfully submitted,

Ben Dow  
Public Works Operations Director



**FIRST AMENDMENT TO  
CITY OF FARGO – MOSQUITO SPRAYING AGREEMENT (2023–2025)**

This First Amendment to the Mosquito Spraying Agreement (“Amendment”) is entered into by and between the City of Fargo, North Dakota (“City”) and Airborne Vector Control, LLC (the “Original Contractor”).

**RECITALS**

WHEREAS, the parties entered into a Mosquito Spraying Agreement dated May 1, 2023, for a term commencing May 1, 2023, and terminating November 1, 2025 (the “Agreement”); and

WHEREAS, the parties desire to extend the Agreement under the same terms and conditions and provide for automatic renewal thereafter;

NOW, THEREFORE, the parties agree as follows:

**SECTION I**

**ONE-YEAR EXTENSION**

The Term of the Agreement is hereby extended for an additional one (1) year beyond its current expiration date. Accordingly, the Agreement shall now expire on November 1, 2026, unless terminated earlier pursuant to the terms of the Agreement.

All terms, conditions, pricing, insurance requirements, and obligations contained in the original Agreement shall remain unchanged and in full force and effect during the extension period.

**SECTION II**

**AUTOMATIC RENEWAL**

Beginning November 1, 2026, the Agreement shall automatically renew for successive one (1) year terms under the same terms and conditions unless either party provides written notice of termination to the other party at least thirty (30) days prior to the expiration of the then-current term.

**SECTION III**  
**CHANGE IN OWNERSHIP AND NAME**

The parties acknowledge that subsequent to execution of the Agreement, ownership of Airborne Vector Control, LLC changed. The entity is now owned and operated by Vector Disease Control International (“VDCI”), located at 1320 Brookwood Drive, Suite H, Little Rock, AR 72202.

The contracting entity remains the same legal entity originally executing the Agreement, and no assignment has occurred. All obligations, rights, and responsibilities under the Agreement remain unchanged.

All references in the Agreement to “Airborne Vector Control, LLC” shall hereafter mean Vector Disease Control International.

**SECTION IV**  
**RATIFICATION**

Except as expressly amended herein, all provisions of the original Agreement remain unchanged and are hereby ratified and confirmed.

IN WITNESS WHEREOF, the parties have executed this Amendment at Fargo, North Dakota, on the \_\_\_\_ day of \_\_\_\_\_, 2026.

VECTOR DISEASE CONTROL INTERNATIONAL

By:  \_\_\_\_\_

Its: *Manager* \_\_\_\_\_

CITY OF FARGO, NORTH DAKOTA

By: \_\_\_\_\_

Mayor

ATTEST:

By: \_\_\_\_\_

Deputy Auditor on behalf of City Auditor

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May 5, 2026

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

RE: Landfill Gas Pipeline Realignment Project SW 26-01

Commissioners:

On Wednesday, April 22, 2026, bids were opened for Project SW 26-01 for the realignment of the Landfill Gas Pipeline adjacent to 9th St. in West Fargo. The project is necessary to accommodate West Fargo infrastructure within the West Fargo right-of-way near 9th St and 11<sup>th</sup> Ave N.

The bids were as follows:

KPH, Inc.	\$569,690.00
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Funding for this project is included in the 2026 Solid Waste Capital Budget.

**Recommendation:**

Award project SW 26-01 to KPH, Inc. in the amount of \$569,690.00.

Sincerely,



Scott Olson, PE  
Solid Waste Utility Director

cc: Randy Hanson, HDR  
Brenda Derrig, Assistant City Administrator



**PROPOSAL**

Project Identification: Landfill Gas Pipeline Realignment

To the Honorable  
Board of City Commissioners  
City of Fargo, County of Cass  
State of North Dakota

Bidder has personally examined the plans, specifications, and the form of contract, has carefully investigated the proposed work, and proposes to do all of said work in accordance with the specifications.

Bidder agrees to fully complete all such work, ready for use, including the furnishing of all materials, tools, labor, and all and everything necessary to finish and maintain the entire work in a proper and workmanlike manner until finally approved and accepted by the City Commissioners and City Engineer in accordance with the contract and under penalty of the contract bond.

Bidder proposes and agrees to comply with all legal requirements of contractors on public projects.

Bidder certifies that this proposal is made without connection or consultation with any other person, persons, or corporation making any other bid for the same purpose, and it is in all respects fair and without collusion or fraud.

Bids will be evaluated on the basis of unit prices, extensions, and totals. In case of discrepancy between unit price and extended price, the unit price will govern.

Award will be made to the responsible bidder having the lowest verified grand total bid.

Bidder understands and agrees that the City of Fargo has the right to reject this proposal or to award the work at the prices stated. If this proposal is accepted and the bidder fails to enter into a contract within ten (10) days after the award of the contract shall have been made, then the said bond shall be cashed and paid to the City of Fargo as liquidated damages for the failure of the bidder to comply with the terms of this proposal.

The undersigned further proposes and agrees to fully complete the contract on or before the completion date(s) specified in the bidding documents.


The various items in the preliminary estimate may be increased, decreased, or may not occur in the final estimate upon which payment to the contractor will be made. Such variations will be based upon actual quantities constructed, and such variations from the estimated quantities shall occur only for the betterment of the project.

By submitting a bid via the Quest CDN vBid platform the Bidder acknowledges and agrees to all terms and conditions of this Proposal.

Bidder KPH, Inc

9530 39th St. S.

Fargo, ND 58104

Dated at  this 22nd day of April 20 26.  
Eric Merhoy  
President





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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](http://www.FargoND.gov)

May 7, 2026

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

**Subject: Bid Award – Project WA2510 – Water Service Line Replacement (Bid 2026-07)**

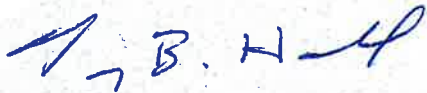
Dear Commissioners:

I am recommending Bid Award for Project WA2510 to Johnson & Schock Excavating, LLC to complete approximately 50 water service line replacements. The bid cost is \$559,431.00. This is a bid award recommendation for our Lead Service Line Replacement (LSLR) program, beginning this summer. Attached is an award recommendation letter from Houston Engineering, a spreadsheet with bid results, and the Notice of Award. We had three (3) bids opened for this project.

Through the North Dakota Drinking Water State Revolving Fund (DWSRF), the City of Fargo will receive 66.5% grant funding for this construction. The remaining 33.5% will be paid through a DWSRF loan with 0.5% interest. Principal and Interest payments may begin in about 2030. LSLR is on the Water Utility Capital Improvement Plan (CIP) and in the Water Utility Financial Model.

Your consideration is greatly appreciated in this matter.

Sincerely,



Troy B. Hall  
Water Utility Director

**RECOMMENDED MOTION: Approve Bid Award for Project WA2510 to Johnson & Schock Excavating, LLC to complete water service line replacement in the amount of \$559,431.00.**



Fargo Office

701.237.5065

1401 21<sup>st</sup> Avenue North  
Fargo, ND 58102

**NOTICE OF AWARD**

**WATER SERVICE REPLACEMENT PROJECT 2026-07  
FARGO, ND**

April 29, 2026

Troy Hall  
Water Utility Director  
City of Fargo Water Treatment Plant

**Subject: Water Service Replacement Project 2026-07 Notice of Award**

Dear Troy:

Regarding the bids opened on 4/29/2026 for the project known as Water Service Replacement Project 2026-07, please see the attached bid tabulation. The low aggregate bidder was Johnson & Schock Excavating, LLC.

The bidder provided the necessary bid attachments, including:

1. Required Bid Security.
2. Contractor's License.
3. MBE/WBE Subcontractor Solicitation Information Form.
4. Certification Regarding Debarment, Suspension, and Other Responsibilities Form.
5. Acknowledgement of Addenda (Downloaded on Quest CDN).

Therefore, it is the Engineer's recommendation to award the Project as shown in the attached Notice of Award. Upon the Commission's approval of the Notice of Award, it will be provided to the Contractor with instructions to complete the attached Agreement. Once the Contractor completes the required documentation submittals and returns the signed Agreement, the Engineer will share the Agreement with the City for final acceptance and signature.

Please let me know if you have any questions.

Sincerely,  
HOUSTON ENGINEERING, INC.

A handwritten signature in blue ink, appearing to read 'Dan E. Korf', is written over a horizontal line.

Dan Korf, PE, CFM  
Direct: 701.499.9455  
dkorf@houstoneng.com

Water Service Replacement Project 2026-07 (#10065046)  
 Owner: Fargo ND, City of  
 Solicitor: Houston Engineering Inc. - Fargo  
 04/29/2026 11:30 AM CDT

Section Title	Line Item	Item Code	Item Description	UoM	Johnson & Schock Excavating		Capital Exteriors		Dirt Dynamics	
					Quantity	Unit Price	Extension	Unit Price	Extension	Unit Price
Base Bid Items						\$511,741.00	\$522,339.30	\$736,530.00		
	1	SPECIAL	Site Mobilization	EA	50	\$600.00	\$30,000.00	\$308.00	\$15,400.00	\$2,000.00
	2	SPECIAL	Public Water Service, Bored or Pulled, 1" Dia Water Service	LF	40	\$135.00	\$5,400.00	\$214.50	\$8,580.00	\$190.00
	3	SPECIAL	Private Water Service, Bored or Pulled, 1" Dia Water Service	LF	1760	\$130.00	\$228,800.00	\$165.00	\$290,400.00	\$190.00
	4	1400-PNSX-D0010	Public Water Service, F&I Pipe 1" Dia Water Service	LF	11	\$100.00	\$1,100.00	\$214.00	\$2,354.00	\$190.00
	5	1400-PNSX-D0010	Private Water Service, F&I Pipe 1" Dia Water Service	LF	176	\$110.00	\$19,360.00	\$165.00	\$29,040.00	\$190.00
	6	1400-RW20-D0010	Rem & Repl CS & Box, 1" Dia	EA	2	\$1,500.00	\$3,000.00	\$1,705.00	\$3,410.00	\$2,400.00
	7	1400-SY20-0000	Connect Water Service	EA	2	\$3,500.00	\$7,000.00	\$715.00	\$1,430.00	\$2,000.00
	8	1400-SY20-0000	Eliminate Water Service	EA	1	\$3,000.00	\$3,000.00	\$880.00	\$880.00	\$1,500.00
	9	SPECIAL	Connect Water Service to Meter	EA	49	\$2,100.00	\$102,900.00	\$715.00	\$35,035.00	\$1,000.00
	10	SPECIAL	Site Restoration	SY	500	\$65.00	\$42,500.00	\$93.50	\$46,750.00	\$200.00
	11	4100-0010-XT001	Traffic Control	LS	1	\$2,000.00	\$2,000.00	\$4,083.30	\$4,083.30	\$7,500.00
	12	2100-RW50-00000	Rem & Repl Curb & Gutter	LF	24	\$100.00	\$2,400.00	\$100.00	\$2,400.00	\$140.00
	13	2300-AW7C-K0040	Rem & Repl Pavement 7" Thick Reinf Conc	SY	32	\$115.00	\$3,680.00	\$225.50	\$7,216.00	\$200.00
	14	2300-AW7C-K0040	Rem & Repl Sidewalk 4" Thick Reinf Conc	SY	174	\$89.00	\$17,226.00	\$126.50	\$22,011.00	\$160.00
	15	2300-DW7C-K0060	Rem & Repl Driveway 6" Thick Reinf Conc	SY	175	\$105.00	\$18,375.00	\$154.00	\$26,950.00	\$180.00
	16	SPECIAL	Sanitary Sewer Service Televising	EA	100	\$250.00	\$25,000.00	\$264.00	\$26,400.00	\$275.00
Contingency/Bid Items						\$47,690.00	\$47,690.00	\$56,894.20	\$56,894.20	\$66,800.00
	17	SPECIAL	Water Meter Relocation	LF	245	\$50.00	\$12,250.00	\$30.80	\$7,546.00	\$40.00
	18	SPECIAL	Primary Electrical Grounding Systems Installation	EA	13	\$980.00	\$12,740.00	\$1,676.40	\$21,793.20	\$1,500.00
	19	SPECIAL	Reconnection of Water Service Electrical Lumpsum Cable	EA	36	\$450.00	\$16,200.00	\$467.50	\$16,830.00	\$500.00
	20	SPECIAL	Sewer Service Repair	EA	13	\$500.00	\$6,500.00	\$825.00	\$10,725.00	\$1,500.00
Base Bid Total:						\$559,431.00	\$579,233.50	\$805,330.00		

NOTICE OF AWARD

Date of Issuance:

Owner: City of Fargo, ND Owner's Project No.: WA2510
Engineer: Houston Engineering, Inc. Engineer's Project No.: 6059-0211
Project: Water Service Replacement Project 2026-07
Bidder: Johnson & Schock Excavating, LLC
Bidder's Address: 4080 48th Ave. S Fargo, ND 58104

You are notified that Owner has accepted your Bid dated [April 29, 2026] for the above Contract, and that you are the Successful Bidder and are awarded a Contract for:

WATER SERVICE REPLACEMENT PROJECT 2026-07

The Contract Price of the awarded Contract is \$[559,431.00]. Contract Price is subject to adjustment based on the provisions of the Contract, including but not limited to those governing changes, Unit Price Work, and Work performed on a cost-plus-fee basis, as applicable.

Two unexecuted counterparts of the Agreement accompany this Notice of Award, and one copy of the Contract Documents accompanies this Notice of Award, or has been transmitted or made available to Bidder electronically.

[X] Drawings will be delivered separately from the other Contract Documents.

You must comply with the following conditions precedent within 15 days of the date of receipt of this Notice of Award:

- 1. Deliver to Owner two counterparts of the Agreement, signed by Bidder (as Contractor).
2. Deliver with the signed Agreement(s) the Contract security (such as required performance and payment bonds) and insurance documentation, as specified in the Instructions to Bidders and in the General Conditions, Articles 2 and 6.

Failure to comply with these conditions within the time specified will entitle Owner to consider you in default, annul this Notice of Award, and declare your Bid security forfeited.

Within 10 days after you comply with the above conditions, Owner will return to you one fully signed counterpart of the Agreement, together with any additional copies of the Contract Documents as indicated in Paragraph 2.02 of the General Conditions.

Owner: City of Fargo, ND

By (signature): \_\_\_\_\_

Name (printed): \_\_\_\_\_

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

Copy: Engineer



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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](http://www.FargoND.gov)

May 7, 2026

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

**Subject: Bid Award – Project WA2511 – Water Service Line Replacement (Bid 2026-08)**

Dear Commissioners:

I am recommending Bid Award for Project WA2511 to J.D. Kraemer Enterprises, LLC to complete approximately 61 water service line replacements. The bid cost is \$671,701.00. This is a bid award recommendation for our Lead Service Line Replacement (LSLR) program, beginning this summer. Attached is an award recommendation letter from Houston Engineering, a spreadsheet with bid results, and the Notice of Award. We had two (2) bids opened for this project.

Through the North Dakota Drinking Water State Revolving Fund (DWSRF), the City of Fargo will receive 66.5% grant funding for this construction. The remaining 33.5% will be paid through a DWSRF loan with 0.5% interest. Principal and Interest payments may begin in about 2030. LSLR is on the Water Utility Capital Improvement Plan (CIP) and in the Water Utility Financial Model.

Your consideration is greatly appreciated in this matter.

Sincerely,

Troy B. Hall  
Water Utility Director

**RECOMMENDED MOTION: Approve Bid Award for Project WA2511 to J.D. Kraemer Enterprises, LLC to complete water service line replacement in the amount of \$671,701.00.**



Fargo Office	P	701.237.5065
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1401 21<sup>st</sup> Avenue North  
Fargo, ND 58102

**NOTICE OF AWARD**  
WATER SERVICE REPLACEMENT PROJECT 2026-08  
FARGO, ND

May 6<sup>th</sup>, 2026

Troy Hall  
Water Utility Director  
City of Fargo Water Treatment Plant

**Subject: Water Service Replacement Project 2026-08 Notice of Award**

Dear Troy:

Regarding the bids opened on 5/6/2026 for the project known as Water Service Replacement Project 2026-08, please see the attached bid tabulation. The low aggregate bidder was J.D. Kraemer Enterprises, LLC.

The bidder provided the necessary bid attachments, including:

1. Required Bid Security.
2. Contractor's License.
3. MBE/WBE Subcontractor Solicitation Information Form.
4. Certification Regarding Debarment, Suspension, and Other Responsibilities Form.
5. Acknowledgement of Addenda (Downloaded on Quest CDN).

Therefore, it is the Engineer's recommendation to award the Project as shown in the attached Notice of Award. Upon the Commission's approval of the Notice of Award, it will be provided to the Contractor with instructions to complete the attached Agreement. Once the Contractor completes the required documentation submittals and returns the signed Agreement, the Engineer will share the Agreement with the City for final acceptance and signature.

Please let me know if you have any questions.

Sincerely,  
HOUSTON ENGINEERING, INC.

A handwritten signature in blue ink, appearing to read 'Dan E. Korf', is written over a horizontal line.

Dan Korf, PE, CFM  
Direct: 701.499.9455  
dkorf@houstoneng.com

Water Service Replacement Project 2026-08 (#10065052)

Owner: Fargo ND, City of

Solicitor: Houston Engineering Inc. - Fargo

05/06/2026 11:30 AM CDT

Section Title	Line Item	Item Code	Item Description	UoM	Quantity	Kraemer Siteworks Unit Price	Extension	Capital Exteriors Unit Price	Extension
Base Bid Items									
	1	SPECIAL	Site Mobilization	EA	61	\$500.00	\$588,701.00	\$308.00	\$674,410.80
	2	SPECIAL	Public Water Service, Bored or Pulled, 1" Dia Water Service	LF	123	\$125.00	\$30,500.00	\$214.50	\$18,788.00
	3	SPECIAL	Private Water Service, Bored or Pulled, 1" Dia Water Service	LF	2232	\$115.00	\$256,680.00	\$165.00	\$26,383.50
	4	1400-PNSX-D0010	Public Water Service, F&I Pipe 1" Dia Water Service	LF	31	\$90.00	\$2,790.00	\$214.00	\$6,634.00
	5	1400-PNSX-D0010	Private Water Service, F&I Pipe 1" Dia Water Service	LF	224	\$90.00	\$20,160.00	\$165.00	\$36,960.00
	6	1400-RW20-D0010	Rem & Repl CS & Box 1" Dia	EA	4	\$1,100.00	\$4,400.00	\$1,705.00	\$6,820.00
	7	1400-SH20-0000	Connect Water Service	EA	4	\$2,500.00	\$10,000.00	\$715.00	\$2,860.00
	8	1400-SY20-0000	Eliminate Water Service	EA	5	\$1,400.00	\$7,000.00	\$880.00	\$4,400.00
	9	SPECIAL	Connect Water Service to Meter	EA	61	\$2,100.00	\$128,100.00	\$715.00	\$43,615.00
	10	SPECIAL	Site Restoration	SY	610	\$50.00	\$30,500.00	\$93.50	\$57,035.00
	11	4100-0010-XT001	Traffic Control	LS	1	\$5,000.00	\$5,000.00	\$4,083.30	\$4,083.30
	12	2100-RW50-00000	Rem & Repl Curb & Gutter	LF	36	\$100.00	\$3,600.00	\$100.00	\$3,600.00
	13	2300-AW7C-K0040	Rem & Repl Pavement 7" Thick Reinf Conc	SY	96	\$126.00	\$12,096.00	\$225.50	\$21,648.00
	14	2300-AW7C-K0040	Rem & Repl Sidewalk 4" Thick Reinf Conc	SY	264	\$100.00	\$26,400.00	\$126.50	\$33,396.00
	15	2300-DW7C-K0060	Rem & Repl Driveway 6" Thick Reinf Conc	SY	50	\$112.00	\$5,600.00	\$154.00	\$7,700.00
	16	SPECIAL	Sanitary Sewer Service Televising	EA	122	\$250.00	\$30,500.00	\$264.00	\$32,208.00
Contingency Bid Items									
	17	SPECIAL	Water Meter Relocation	LF	305	\$20.00	\$6,100.00	\$30.80	\$9,394.00
	18	SPECIAL	Primary Electrical Grounding Systems Installation	EA	16	\$900.00	\$14,400.00	\$1,676.40	\$26,822.40
	19	SPECIAL	Reconnection of Water Service Electrical Lumper Cable	EA	45	\$500.00	\$22,500.00	\$467.50	\$21,037.50
	20	SPECIAL	Sewer Service Repair	EA	16	\$2,500.00	\$40,000.00	\$825.00	\$13,200.00
Base Bid Total:							\$671,701.00		\$744,964.70

