

Fargo City Commission Agenda

Monday, August 3, 2026

4:00 PM

Commission Chambers

Executive Session at 4:00 p.m.

PLEASE NOTE: The Board of City Commissioners will convene in the City Commission Chambers at 4:00 p.m. and retire into Executive Session in the Red River Room for (1) the purpose of receiving its attorney's advice and guidance on the legal risks, strengths and weaknesses of an action of the City in reasonably predictable litigation with Phoenix Fabricators and Erectors, LLC, and to discuss negotiating strategy or provide negotiating instructions to its attorney or other negotiator regarding the potential litigation, which to discuss these matters in an open meeting will have a negative fiscal effect on the bargaining position of the City; and (2) to discuss negotiating strategy or provide negotiating instructions to its attorney or other negotiator regarding the potential purchase of property involving Elizabeth Anda, which to discuss these matters in an open meeting will have a negative fiscal effect on the bargaining position of the City. Thus, an Executive Session for this matter is authorized pursuant to North Dakota Century Code 44-04-19.1 subsections 2, 5 and 9 and North Dakota Century Code § 44-04-19.2, subsection 1.

Regular Meeting at 5:00 p.m.

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

- A. Pledge of Allegiance.
- B. Roll Call.
- C. Approve Order of Agenda.
- D. Minutes (Regular Meeting, July 20, 2026).

CONSENT AGENDA – APPROVE THE FOLLOWING:

- 1. Receive and file amended Home Rule Charter of the City of Fargo.
- 2. 1st reading of an Ordinance Repealing Article 15-02 of Chapter 15 of the Fargo Municipal Code relating to the Human Rights Commission.
- 3. 2nd reading, waive reading and final adoption of an Ordinance Amending Section 3-2011 of Article 3-20 of Chapter 3 of the Fargo Municipal Code Relating to a Sales and Use Tax for Infrastructure Capital Improvements; 1st reading, 7/20/26.
- 4. 2nd reading, waive reading and final adoption of an Ordinance Rezoning Certain Parcels of Land Lying in Selkirk Place Sixth Addition to the City of Fargo, Cass County, North Dakota; 1st reading, 7/20/26.
- 5. Applications for Games of Chance.
- 6. Site Authorizations for Games of Chance.

7. Reimbursement to Cass County Electric Cooperative in the amount of \$16,376.31 for Improvement District No. BN-25-C1.
8. Memorandum of Offer to Landowner and Agreement for Permanent Easement (Sanitary Sewer) with David Phillips Jr. and Nadine Phillips (Improvement District No. BR-23-A).
9. Final Balancing Change Order No. 2 in the amount of \$23,932.77 for Improvement District No. NR-24-C1.
10. Final Balancing Change Order No. 4 in the amount of \$38,103.97 for Improvement District No. BN-25-E1.
11. Change Order No. 1 in the amount of \$152,201.30 for Improvement District No. PN-26-A1.
12. Create Improvement District No. BR-23-A and adopt Resolution of Necessity (Paving and Utility Rehab/Reconstruction).
13. Create Improvement District No. BR-26-G and adopt Resolution of Necessity (Paving and Utility Rehab/Reconstruction).
14. Bid award to Master Holdings LLC in the amount of \$841,390.45 for Improvement District No. BR-26-D2.
15. Bid advertisement for Improvement District No. AN-26-D (Alley Paving).
16. Contract Amendment No. 1 in the amount of \$2,200.00 for Project No. MS-25-A0.
17. Change Order No. 1 in the amount of \$155,573.00 and 31-day time extension to Substantial and Final Completion dates for Project No. SR-26-A1.
18. Change Order No. 2 in the amount of \$59,565.00 for Project No. UR-26-A1.
19. Agreement for Professional Services with Moore Engineering, Inc. in the amount of \$508,600.00 for Project No. NR-26-D0.
20. Thirteenth Amended Lease Agreement between North Dakota State University and Fargo Dome Authority.

21. Items from FAHR meeting:
 - a. Receive and File Sales Tax Update - Accrual Basis.
 - b. Approve the use of existing 2026 Fire Department capital funds, account 475-4050-510.10, originally budgeted for the Mobile Ventilation Prop and Mobile Auto Extrication Prop, for the purchase of temporary live-burn training shipping containers and associated setup, and a utility terrain vehicle (UTV). All expenditures shall remain within the existing approved 2026 budget.
 - c. Approve the recommendation of this notice of grant award from ND Department of Health and Human Services. Funds are included with the 2027 preliminary budget.
 - d. Approve the recommendation of this notice of grant award from ND Department of Health and Human Services and related budget adjustment.
 - e. Approve the recommendation for a budget adjustment as presented.
 - f. Approve the donation of \$12,000.00 from Curt Heiser along with the budget adjustment as presented.
 - g. Approve the donation of \$20,000.00 from the Wrigley Family along with the budget adjustment as presented.
 - h. Approve leadership training in the additional amount of \$7,200.00 and related budget adjustment.
 - i. Approve contract from the State of North Dakota in the amount of \$16,000.00 to reimburse the remaining \$16,000.00 of bus terminal repairs.
 - j. Approve the award in the amount of \$9,600.00 for State Homeland Security Program, contract number 102, and related budget adjustment.
22. Notice of Grant Award from ND Department of Health and Human Services for PHEP - EPR Statewide Response Team (CFDA# 93.069).
23. Notice of Grant Award from ND Department of Health and Human Services for PHEP - EPR All Hazards Allocation (CFDA# 93.069).
24. Resolution approving Plat of Champions Gate at Prairie Farms Fourth Addition.
25. Resolution approving Plat of Amber Valley Tenth Addition.
26. Resolution approving Plat of Berg Addition.
27. Bid award to Kris Engineering, Inc. in the amount of \$153,611.25 for the purchase of carbide cutting edges (RFP26231).
28. Change Order No. 4 in the amount of -\$48,456.15 for the GTC Deck Overlay Project.
29. Change Order No. 1 with Johnson and Schock Excavating, LLC in the amount of \$80,000.00 and a 14-day time extension for Project No. WA2507.
30. Task Order No. 26-04 with Houston Engineering, Inc. in the amount of \$394,574.00 for Project No. WA2403.
31. Bills.

REGULAR AGENDA:

***Public Input Opportunity* - PUBLIC HEARINGS - 5:05 pm:**

32. PUBLIC HEARING - Application filed by Valley Process Technologies, LLC for exemption from property and/or income tax for a project to be located at 342 42nd Street South, which the applicant will use in research and development and production of value-added ag and food processing biotech products.
33. Liquor compliance violation at Front Street Taproom.
34. Liquor compliance violation at Pounds.
35. Liquor compliance violation at NoBull Smokehouse.
36. Liquor compliance violation at Wurst Bier Hall.
37. Resolution regarding Special Election Matters - Change of Form of Government.
38. Recommendation to approve the 2027 Preliminary Budget and set the Public Hearing date for Monday, September 14, 2026 at 5:05 p.m.
39. GTC relocation status update.
40. Liaison Commissioner Assignment Updates.
41. Public Comments: (2.5 minutes will be offered for comment with a maximum of 30 minutes total for all public comments. Individuals who would like to address the Commission, whether virtually or in person, must sign up at FargoND.gov/VirtualCommission).

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

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



CITY ATTORNEY
Ian R. McLean

**OFFICE OF THE
CITY ATTORNEY**

SERKLAND LAW FIRM

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Fargo, ND 58102

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ASSISTANT CITY ATTORNEYS

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

July 30, 2026

Fargo City Commission
225 Fourth Street North
Fargo, ND 58102

Re: Receipt and Filing of Certified Copy of Amended Home Rule Charter

Dear Mayor and Commissioners:

On June 9, 2026, the electors of the City of Fargo approved, by a vote of 72.9%, an amendment to Article 3, Paragraph S of the Fargo Home Rule Charter extending the existing one percent (1%) sales, use, and gross receipts tax for infrastructure capital improvements through December 31, 2048. On June 22, 2026, the Cass County Canvassing Board certified the results of the June 9, 2026, election. As a result of the election, the Home Rule Charter was amended to reflect the approved twenty-year extension of the sales tax.

Pursuant to N.D.C.C. § 40-05.1-07, a certified copy of the amended Home Rule Charter must be filed with the North Dakota Secretary of State, after which the amendment is subject to judicial notice by the courts. The City has completed that filing, and the Secretary of State has returned a stamped copy confirming that the certified amended Home Rule Charter has been filed with that office. A copy of the certified amended Home Rule Charter stamped by the Secretary of State is enclosed with this letter.

The final administrative step is for the City Commission to receive and file the certified amended Home Rule Charter with the Office of the City Auditor as part of the City's official records. Doing so documents that all statutory requirements necessary to amend the Home Rule Charter have been completed, that the amendment is now subject to judicial notice by the courts, and that the enclosed certified copy constitutes the City's current Home Rule Charter.

SUGGESTED MOTION:

I move to receive and file the amended Home Rule Charter of the City of Fargo with the Office of the City Auditor to be part of the City's official records.

Sincerely,

Ian R. McLean
City Attorney

CERTIFICATE

RECEIVED

JUL 08 2026

STATE OF NORTH DAKOTA)

) ss.

COUNTY OF CASS)

SEC. OF STATE

I, Susan Thompson, the duly appointed City Auditor of the City of Fargo, North Dakota, do hereby certify that attached hereto is a full, true, and correct copy of the Home Rule Charter of the City of Fargo, including the amendment to Article 3, Paragraph S extending the collection period for the City's sales, gross receipts, and use tax for infrastructure capital improvements through December 31, 2048, said amendment having been approved by the voting electors of the City of Fargo at the election held on June 9, 2026, and that such amendment is now a part of the Home Rule Charter and of the permanent records of the City of Fargo, North Dakota, as such records are filed in the office of the City Auditor.

Dated this 2nd day of July, 2026.


Susan Thompson, City Auditor

FILED 7-13 2026
MICHAEL HOWE
SECRETARY OF STATE
BY DH

HOME RULE CHARTER

RECEIVED
JUL 06 2025
SEC. OF STATE

Article 1 - Incorporation

The inhabitants of the city of Fargo, within the corporate limits as now established or as hereafter established in the manner provided by law, shall continue to be a municipal body politic and corporate in perpetuity, under the name of "City of Fargo".

Article 2 - Governing body and mayor

- A. Subject to the limitations imposed by the constitution of the United States of America, the constitution of the state of North Dakota, state law, and this charter, all powers of the city shall be vested in the elected governing body. The elected governing body shall enact ordinances, adopt annual and long-range budgets, raise revenue, determine policies and prescribe the functions of government to be performed by the city's elected and appointed officials under the authority of this charter.
1. The Fargo city government shall operate with the commission form of government. The governing body shall consist of the mayor and four commissioners, forming the board of city commissioners. The mayor is the presiding officer of the commission and the city's chief executive officer. The mayor may participate in all respects in commission action.
 2. The mayor and all other members of the governing body shall hold office for four years and until a successor has been duly elected and qualified. To qualify after election, the governing board members shall take the following oath or affirmation, filing a signed copy of same with the city auditor.

"I do solemnly swear (or affirm) that I will support the constitution of the United States, constitution of the state of North Dakota, and the home rule charter of the city of Fargo, so help me God (if an oath) under the pains and penalties of perjury (if an affirmation)".
 3. The governing body shall by ordinance, resolution or other appropriate action take such steps as may be necessary to make effective the provisions of this home rule charter.
 4. Each member of the governing body shall act as the governing body's representative in examining and reporting on the operations and performance of the major city departments. The individual assignments will be proposed by the mayor and approved by the governing body.
 5. At the first meeting of the new governing body after each biennial election, the governing body shall elect one of its members as deputy mayor. The deputy mayor shall perform all of the duties of the office of mayor in the absence or inability of the mayor to act. If the mayor's office becomes vacant, the deputy mayor shall become the acting mayor until the vacancy is filled as provided for in this charter.
 6. The governing body shall have the sole authority to pass and adopt ordinances, rules and regulations concerning the organization, management and operation of all departments of the city and other agencies created by it for the administration of city affairs.

7. A member of the governing body may serve as a participating member on any board, commission, or other governmental units as may be determined by the governing body. Appointments to these entities shall be made by the mayor and confirmed by the governing body.
 8. The governing body shall determine the annual salaries paid to each of its members, including the mayor. The salary levels shall be determined as part of the annual budget.
 9. Each elected official before entering the duties of office shall furnish bond in the penal sum which is required by North Dakota state law.
 10. The mayor and each of the commissioners shall be elected by all the voters in the city, and shall serve four-year terms. The mayor will be elected in the regular 1986 city election and every four years thereafter. The mayor's term will start such day as is specified by city ordinance.
 11. Two city commissioners shall be elected in the 1986 city election and two in the 1988 city election. The terms shall begin on such day as is specified by city ordinance following each election and shall expire on such day as is specified by city ordinance four years thereafter.
 12. Candidates for the governing body must be qualified electors of the city of Fargo, and must have been a resident of the city for at least nine months prior to the election.
 13. Any elector desiring to become a candidate for the governing body shall file with the city auditor a statement of interest. The filing must meet the deadline required by law. Each filing shall be accompanied by a petition signed by 300 qualified electors of the city.
 14. The regular city election shall be held in every even-numbered year on the date specified by city ordinance. The governing body shall be the judge of the election and qualifications of its own members.
 15. Every resident of Fargo who is qualified to vote in North Dakota general elections is qualified to vote in Fargo city elections. The governing body shall establish all the necessary election procedures by ordinance.
 16. Members of the governing body shall be residents of the city of Fargo and shall surrender their office if such residency is terminated. No member of the governing body shall hold a position of remuneration in the employment of the city or any of its agencies or utilities.
 17. Whenever it is necessary for the more efficient supervision and direction of city affairs, the governing body may summon and compel the attendance of witnesses and the production of books and papers, including computer information, before it. The governing body may cite reluctant witnesses for contempt, and may punish contempt with the same fines and penalties as the county judge may impose for contempt of county court.
 18. Any member of the governing board may resign by filing a written resignation with the city auditor. When a vacancy occurs or whenever a resignation is submitted pursuant to section 12 of this Article, the governing body must call a special election to fill such vacancy for the unexpired term unless a city-wide election occurs within the next six months. In that case, the governing body may fill the position by appointment until the vacancy is filled by election.
 19. The governing body shall meet in regular sessions at such time as the governing body may establish. Special meetings may be called by the mayor or any two members of the governing body to consider matters listed in the call of such meeting. Written notice of any special meeting shall be given to each member of the governing body.
- B. As the elected head of the city of Fargo, the mayor shall represent or designate a representative at city functions and at meetings, conferences and negotiations relating to policy matters with other units of government and legislative bodies. The mayor shall represent the city in negotiations with individuals

and private or public enterprises when cultural or economic improvement of the city of Fargo may be involved.

1. The mayor shall be the executive officer of the city and shall see that all the laws of the city are enforced. The mayor shall have the right to vote as a member of the board, but shall have no veto power.
2. The procedure for making appointments of members to all boards, commissions and other agencies shall be established by city ordinance.
3. The mayor shall cause to be prepared and shall present to the governing body on or before September 1 of each year, the proposed budget for the ensuing fiscal year, which starts on January 1 and ends on December 31. The budget shall be in a form as permitted by state law. The proposed budget shall include all maintenance and operating expenses, all wages and salaries, all carryover cash reserves anticipated from the current fiscal year, and all anticipated revenues from city taxes and fees and all other sources of revenue, and all debt retirement requirements.
4. The proposed budget may establish reserves for equipment replacement and other capital improvement projects.
5. The proposed budget shall include the total anticipated revenue of all city-operated utilities, and the allotment of that revenue to the city treasury, to utility operating expenses, to debt retirement, to capital improvements and to reserves.
6. The mayor in his budget message shall include all long-range plans, in place or anticipated, for major capital improvement and investment programs. The proposed budget shall contain a review of the economic, physical and social conditions and needs of the city, and its long-range plans for cultural and economic development.

(Res. of 1-5-2015, appr. 4-28-2015)

Editor's note(s)—A resolution adopted Jan. 5, 2015, proposed an amendment to remove the requirement that a city commissioner resign before becoming a candidate for the office of mayor, and was approved at a special city election held Apr. 28, 2015.

Article 3 - Powers of city

The city shall have all powers granted to municipal corporations by the constitution and the laws of this state together with all the implied powers necessary to execute such powers. In addition thereto, the city shall have the following powers, which may be implemented by ordinance:

- A. To acquire, hold, operate, and dispose of property within or without the corporate limits, and exercise the right of eminent domain for such purposes.
- B. To control its finances and fiscal affairs; to appropriate money for its purposes, and make payment of its debts and expenses; to levy and collect taxes, excises, fees, charges, and special assessments for benefits conferred, for its public and proprietary functions, activities, operations, undertakings, and improvements; to contract debts, borrow money, issue bonds, warrants, and other evidences of indebtedness; to establish charges for any city or other services, and to establish debt and mill levy limitations, provided that the mill levies ordered imposed by the governing body on taxable property subject to ad valorem taxation shall not exceed sixty-four mills without first receiving authorization from the voters. All property situated within the city limits shall be subject to ad valorem taxation by the city except that property which is specifically exempt by the constitution of North Dakota and by

ordinances of the city. The foregoing mill levy limitation shall not apply to improvements by special assessments or any mill levies necessary to provide funds for special assessment deficiencies provided that all real and personal property, in order to be subject to the assessment provisions of this subsection shall be assessed in a uniform manner as prescribed by the state board of equalization and the state supervisor of assessments.

- C. To fix the fees, number, terms, conditions, duration, and manner of issuing and revoking licenses in the exercise of its governmental police powers.
- D. To provide for city officers, agencies, and employees, their selection, terms, powers, duties, qualifications, and compensation. To provide for change, selection, or creation of its form and structure of government including its governing body, executive officer, and city officers.
- E. To provide for city courts, their jurisdiction and powers over ordinance violations, duties, administration, and the selection, qualifications, and compensation of their officers; however, the right of appeal from judgment of such courts shall not be in any way affected.
- F. Notwithstanding section 40-21-07, to provide for all matters pertaining to signature thresholds for nominating petitions for candidates for city offices.
- G. To provide for the adoption, amendment, and repeal of ordinances, resolutions, and regulations to carry out its governmental and proprietary powers and to provide for public health, safety, morals, and welfare, and penalties for a violation thereof.
- H. To lay out or vacate streets, alleys, and public grounds, and to provide for the use, operation, and regulation thereof.
- I. To define offenses against private persons and property and the public health, safety, morals, and welfare, and provide penalties for violations thereof.
- J. To engage in any utility, business, or enterprise permitted by the constitution or not prohibited by statute or to grant and regulate franchises therefor to a private person, firm, or corporation.
- K. To provide for zoning, planning, and subdivision of public or private property within the city limits; to provide for such zoning, planning, and subdivision of public or private property outside the city limits as may be permitted by state law.
- L. To levy and collect franchise and license taxes for revenue purposes.
- M. To exercise in the conduct of its affairs all powers usually exercised by a corporation.
- N. To fix the boundary limits of the city and the annexation and de-annexation of territory adjacent to the city except that such power shall be subject to, and shall conform with the state law made and provided.
- O. To contract with and receive grants from any other governmental entity or agency, with respect to any local, state, or federal program, project, or works.
- P. To impose a retail sales and/or use tax subject to the following limitations:
 - 1. Sales and uses taxed shall be limited to those which are taxed by the State of North Dakota pursuant to Chapters 57-39.2 and 57-40.2 of the North Dakota Century Code.
 - 2. The amount of the tax shall not exceed one-half of one percent of the gross receipts and purchases which are taxed by the State of North Dakota pursuant to Chapters 57-39.2 and 57-40.2, of the North Dakota Century Code, nor shall the tax exceed twelve and 50/100 dollars on any single purchase; provided, that a higher rate of tax may be imposed and collected on sales and uses of less than one dollar and on sales and uses of fractional dollar amounts and the bracket system for the application of the state sales tax set forth in Section 57-39.2-08.2 of the North Dakota Century Code shall be adjusted to incorporate the additional city tax. The retail

sales and use tax imposed shall be computed and collected in the same manner provided by law for the collection of the state and use tax.

3. A sales and/or use tax which is imposed pursuant to the authority granted herein shall extend for a period of twenty years from and after January 1, 1989, and end on December 31, 2008.
4. Proceeds of a sales and/or use tax which is imposed pursuant to the authority granted herein shall be utilized for the construction, maintenance, and operation of a multi-purpose dome facility and, with the concurrence of the Board of City Commissioners, functionally related and subordinate facilities, all to be located on or adjacent to the NDSU campus to be used as a center for conventions and/or conferences, musical activities, sports activities, and such other convention, cultural and sports functions as the dome authority, hereinafter created, may deem appropriate. Proceeds from such tax may be used to make direct payment of the costs for such construction, maintenance and operation or may be pledged to amortize bonds or other debt instruments which may be sold to finance such costs. From January 1, 1996, through December 31, 2001, such proceeds shall be divided into three separate funds which shall be maintained and utilized as follows:
 - (a) Construction, maintenance and operation fund — this fund shall consist of a portion of the total proceeds collected in each calendar year to be used for construction, maintenance and operation of the dome and related facilities. The amount placed into this fund shall be the greater of; (1) the amount needed to pay the principal and interest on any bonds which may have been sold to finance construction costs of the dome and/or related facilities, plus annual installments of special assessments levied against the dome premises or, (2) 75% of the total proceeds collected in the calendar year.
 - (b) Escrow fund — the remaining annual proceeds, up to a maximum of \$250,000 per year, together with interest earnings thereon, shall be placed in an escrow account to be retained as a reserve for capital improvements, maintenance and operation of the dome and related facilities. This fund may be utilized only if the funds described in (a) above are insufficient for such payments.
 - (c) Street improvement fund — the remainder of annual proceeds collected shall be placed in a fund to be used by the Board of City Commissioners for street improvements in the City of Fargo.
 - (d) The Board of City Commissioners may, upon formal request of the dome authority and if circumstances so require, redirect funds from the street improvement fund established under (c) above to the dome authority for its use under (a) above.

Provided, that from and after December 31, 2001, until termination of the tax on December 31, 2008, all of the annual funds collected shall be utilized for construction, maintenance and operation of the dome and related facilities with any excess added to the escrow fund to provide for future capital improvements, maintenance and dome operation; and provided further, that after January 1, 2010, any funds remaining in the escrow fund shall be held as a segregated fund which, together with the interest earnings thereon shall be utilized by the dome authority for the construction, operation and maintenance of the dome and related facilities.

5. (a) The construction, maintenance, and operation of the facility shall be under the control of a dome authority, consisting of seven members appointed for staggered four-year terms by the board of city commissioners as follows:
 - One member from a list of nominees provided by the Board of Education of the city of Fargo (the initial appointee shall serve a two-year term, and subsequent appointees a four-year term);

- one member from a list of nominees provided by the Board of Park Commissioners of the city of Fargo (the initial appointee shall serve a two-year term and subsequent appointees a four-year term);
- One member from a list of nominees provided by the Board of County Commissioners of Cass County, North Dakota (the initial appointee to serve a two-year term and subsequent appointees a four-year term);
- Two members from a list of nominees provided by the President of North Dakota State University (the initial appointees shall serve a three-year term and subsequent appointees a four-year term);
- Two members who must be residents of the city of Fargo (to serve four-year terms).

(b) The members of the authority shall select from among themselves a president, vice president, secretary, and treasurer to serve one-year terms of office.

Q. To impose a retail sales and/or use tax subject to the following limitations:

1. Sales and uses taxed shall be limited to those which are taxed by the State of North Dakota pursuant to Chapters 57-39.2 and 57-40.2 of the North Dakota Century Code.
2. The amount of tax shall not exceed one-half of one percent of the gross receipts and purchases which are taxed by the State of North Dakota pursuant to Chapters 57-39.2 and 57-40.2 of the North Dakota Century Code, nor shall the tax exceed twelve and 50/100 dollars on any single purchase; provided, that a higher rate of tax may be imposed and collected on sales and uses of less than one dollar and on sales and uses of fractional dollar amounts and the bracket system for the application of the state sales tax set forth in Section 57-39.2-08.2 of the North Dakota Century Code shall be adjusted to incorporate the additional city tax. The retail sales and use tax imposed shall be computed and collected in the same manner provided by law for the collection of the state sales and use tax.
3. A sales and/or use tax which is imposed pursuant to the authority granted herein shall extend for a period of twenty years from and after July 1, 1992, and end on June 30, 2012.
4. One-half of the proceeds of a sales and/or use tax which is imposed pursuant to the authority granted herein shall be utilized for street improvements, one-half of the proceeds of such tax shall be utilized for construction of a water treatment plant, and a portion of the interest earnings on such proceeds may be utilized for other capital improvements. Proceeds from such tax may be used to make direct payment for such street improvements, water plant construction or other capital improvements, or may be pledged to amortize bonds or other debt instruments which may be sold to finance such costs.
5. Revenues raised and collected pursuant to authority granted herein, less administrative expenses, and interest earnings on such revenues, shall be deposited in three separate funds, to be established and utilized as follows:
 - a. Fargo Street Improvement Funding - one-half of the proceeds of such tax shall be placed in this fund to be utilized as follows:
 - i. To pay all special assessments imposed pursuant to S.I.D. 3962 for the North Broadway Bridge which have not been certified for collection as of July 1, 1992.
 - ii. To pay all special assessments imposed pursuant to S.I.D. 4097 for the interchange at 25th Street South and Interstate Highway 94 which have not been certified for collection as of July 1, 1992.

- iii. To pay all special assessments imposed pursuant to S.I.D. 4152 for the improvement of 45th Street South from Interstate 94 to 11th Avenue South which have not been certified for collection as of July 1, 1992.
 - iv. To pay all or any portion of the city's share of the cost of construction of urban aid street improvement projects which are funded in part by state and/or federal funds.
 - v. To pay all or any portion of the city's share of the cost of construction of arterial streets which are constructed with no federal and/or state funds. The city's share of such construction costs shall be the additional costs required to construct such streets because of the additional width or thickness necessitated by such street's designation as an arterial.
 - b. Fargo Water Treatment Plant Fund - one-half of the proceeds of such tax shall be placed in this fund and such proceeds plus any interest income therefrom, shall be utilized for construction costs of the Fargo Water Treatment Plant.
 - c. Capital Improvement Fund - all of the interest earnings from the Fargo Street Improvement Fund shall be placed in this fund to be utilized for such capital improvements as the governing body of the city may select. Transfer of such earnings to this fund shall be quarterly or more frequently, if directed by the governing body of the city.
 - d. Commencing July 1, 2002, and continuing until June 30, 2012, the sales and/or use tax imposed shall be utilized for such infrastructure capital improvements as the governing body of the city may select including streets and traffic management; water supply and distribution needs; and flood mitigation projects.
- R. To impose a retail sales and/or use tax subject to the following limitations:
- 1. Sales and uses taxed shall be limited to those which are taxed by the State of North Dakota pursuant to Chapters 57-39.2 and 57-40.2 of the North Dakota Century Code.
 - 2. The amount of tax shall not exceed one-half of one percent of the gross receipts and purchases which are taxed by the State of North Dakota pursuant to Chapters 57-39.2 and 57-40.2 of the North Dakota Century Code, nor shall the tax exceed twelve and 50/100 dollars on any single purchase; provided, that a higher rate of tax may be imposed and collected on sales and uses of less than one dollar and on sales and uses of fractional dollar amounts and the bracket system for the application of the state sales tax set forth in Section 57-39.2-08.2 of the North Dakota Century Code shall be adjusted to incorporate the additional city tax. The retail sales and use tax imposed shall be computed and collected in the same manner provided by law for the collection of the state sales and use tax.
 - 3. A sales and/or use tax which is imposed pursuant to the authority granted herein shall extend for a period of eighteen months from and after January 1, 2005, and end on June 30, 2006.
 - 4. Proceeds of a sales and/or use tax which is imposed pursuant to the authority granted herein shall be utilized for the construction, improvement, maintenance and operation of the Public Library and library expansion pursuant to an adopted library facility plan. This will include construction of a new 45,000 square foot library facility in the downtown Fargo area, and the acquisition (either conversion or new construction) of a facility in south Fargo for a branch library. Any funds remaining after completion of the library facility projects will be placed in a special escrow fund to support future library operations or expansion needs.
- S. To impose a retail sales, gross receipts and use tax subject to the following limitations:

1. Sales, gross receipts and uses taxed shall be limited to those which are taxed by the State of North Dakota pursuant to Chapters 57-39.2, 57-39.5, 57-39.6 and 57-40.2 of the North Dakota Century Code.
 2. The amount of tax shall not exceed one percent of the gross receipts and purchases which are taxed by the State of North Dakota pursuant to Chapters 57-39.2, 57-39.5, 57-39.6 and 57-40.2 of the North Dakota Century Code, nor shall the tax exceed twenty-five and 00/100 dollars on any single purchase, subject to Section 57-01-02.1 of the North Dakota Century Code; and subject to collection as in Section 57-39.2-08.2 of the North Dakota Century Code. The retail sales, gross receipts and use tax imposed shall be computed and collected in the same manner provided by law for the collection of the state sales, gross receipts and use tax.
 3. A sales, gross receipts and use tax, which is imposed pursuant to the authority granted herein, shall extend for a period of twenty years from and after January 1, 2009, and end on December 31, 2048.
 4. The proceeds of a sales, gross receipts and use tax which is imposed pursuant to the authority granted herein shall be utilized for such infrastructure capital improvements as the governing body of the city may select. Infrastructure capital improvements shall mean expenditures for streets and traffic management; water supply and treatment needs including construction or expansion of water treatment facilities; water distribution system needs; sewerage treatment and collection system needs, including construction or expansion of sewage treatment facilities, and flood protection projects. Interest earnings on such proceeds may be utilized for other such capital improvements. Proceeds from such tax may be used to make direct payment for such infrastructure improvements or may be pledged to amortize bonds or other debt instruments which may be sold to finance such costs.
 5. Revenues raised and collected pursuant to authority granted herein, less administrative expenses, and interest earnings on such revenues, shall be deposited in a separate infrastructure fund to be established, and shall be utilized as directed by the governing body of the city for the purposes set forth herein.
- T. To impose a retail sales, gross receipts and use tax subject to the following limitations:
1. Sales, gross receipts and uses taxed shall be limited to those which are taxed by the State of North Dakota pursuant to Chapters 57-39.2, 57-39.4, 57-39.5, 57-39.6 and 57-40.2 of the North Dakota Century Code.
 2. The amount of tax shall not exceed one-half of one percent (1/2%) of the gross receipts and purchases which are taxed by the State of North Dakota pursuant to Chapters 57-39.2, 57-39.4, 57-39.5, 57-39.6 and 57-40.2 of the North Dakota Century Code, nor shall the tax exceed twelve and 50/100 dollars (\$12.50) on any single purchase, subject to Section 57-01-02.1 of the North Dakota Century Code; and subject to collection as in Section 57-39.2-08.2 of the North Dakota Century Code. The retail sales, gross receipts and use tax imposed shall be computed and collected in the same manner provided by law for the collection of the state sales, gross receipts and use tax.
 3. A sales, gross receipts and use tax, which is imposed pursuant to the authority granted herein, shall extend from and after January 1, 2010, and end on December 31, 2084. Notwithstanding the foregoing, once the governing body of the city determines, by majority vote of its members, that all the costs for the Metro Flood Diversion Project including all availability payments have been paid or are otherwise provided and once all debt and all other contractual obligations related to the financing of said costs have been retired, or the payment for which has been otherwise sufficiently provided and arranged, the governing body may direct the state tax commissioner to cease collecting said tax.

4. The proceeds of a sales, gross receipts and use tax, which is imposed pursuant to the authority granted herein, shall be utilized for such flood risk mitigation and reduction, and related improvements and activities, as the governing body of the city may select. Flood risk mitigation and reduction, and related improvements and activities, shall mean expenditures to reduce or mitigate the risk to the city from flood events, to provide protection from such flood events, including without limitation the providing for retention of water. Such expenditures may be used to acquire property; enter into agreements; make, install, construct or build improvements and engage in projects and activities as are necessary and appropriate for such purposes. The stated goal shall be to reduce the risk to the city to the level of a 500-year flood event. Interest earnings on such proceeds may also be utilized for such purposes. Proceeds from such tax may be used to make direct payment for such purposes or may be pledged to amortize bonds or other debt instruments which may be sold to finance such costs.
 5. Revenues raised and collected pursuant to authority granted herein, less administrative expenses, shall be deposited in a separate flood risk mitigation fund to be established, and shall be utilized as directed by the governing body of the city for the purposes set forth herein. Further, sales tax revenues may be used to reduce special assessments, may be pledged to pay bonds, notes or other obligations established for the financing of eligible project costs and may be used to pay or to secure any obligations incurred through one or more intergovernmental agreements with other political subdivisions and joint powers entities for the purpose of financing the cost of such eligible expenditures, including the Metro Flood Diversion Project, and may be pledged for the repayment of the bonds issued by the city that are payable solely from such revenues.
- U. To impose a retail sales, gross receipts and use tax subject to the following limitations:
1. Sales, gross receipts and uses taxed shall be limited to those which are taxed by the State of North Dakota pursuant to Chapters 57-39.2, 57-39.4, 57-39.5, 57-39.6 and 57-40.2 of the North Dakota Century Code.
 2. The amount of tax shall not exceed one-half of one percent (1/2%) of the gross receipts and purchases which are taxed by the State of North Dakota pursuant to Chapters 57-39.2, 57-39.4, 57-39.5, 57-39.6 and 57-40.2 of the North Dakota Century Code, nor shall the tax exceed twelve and 50/100 dollars (\$12.50) on any single purchase, subject to Section 57-01-02.1 of the North Dakota Century Code; and subject to collection as in Section 57-39.2-08.2 of the North Dakota Century Code. The retail sales, gross receipts and use tax imposed shall be computed and collected in the same manner provided by law for the collection of the state sales, gross receipts and use tax.
 3. A sales, gross receipts and use tax which is imposed pursuant to the authority granted herein shall extend from and after January 1, 2013, and end on December 31, 2084. Notwithstanding the foregoing, once the governing body of the city determines, by majority vote of its members, that all the costs for the Metro Flood Diversion Project including all availability payments have been paid or are otherwise provided and once all debt and all other contractual obligations related to the financing of said costs have been retired. or the payment for which has been otherwise sufficiently provided and arranged, the governing body may direct the state tax commissioner to cease collecting said tax.
 4. (a) The proceeds of a sales, gross receipts and use tax, which is imposed pursuant to the authority granted herein, shall be utilized for such infrastructure capital improvements as the governing body of the city may select; provided, however, that commencing January 1, 2017, said tax proceeds will only be utilized for flood risk mitigation and reduction, and related improvements and activities, as set forth in subparagraph (b), below, and for paying obligations on infrastructure capital improvements that existed prior to January 1, 2017. Infrastructure capital improvements shall mean expenditures for streets and traffic management; water supply and

treatment needs including construction or expansion of water treatment facilities; water distribution system needs; sewerage treatment and collection system needs, including construction or expansion of sewage treatment facilities, and flood protection or flood risk mitigation projects, and related improvements and activities. Flood risk protection or flood risk mitigation projects, and related improvements and activities, shall mean expenditures to reduce or mitigate the risk to the city from flood events, to provide protection from such flood events, including without limitation the providing for retention of water. Such expenditures may be used to acquire property; enter into agreements; make, install, construct or build improvements and engage in projects and activities as are necessary and appropriate for such purposes. Interest earnings on such proceeds may be utilized for other such capital improvements. Proceeds from such tax may be used to make direct payment for such infrastructure improvements or may be pledged to amortize bonds or other debt instruments which may be sold to finance such costs.

(b) From and after January 1, 2017, the proceeds of a sales, gross receipts and use tax, which is imposed pursuant to the authority granted herein, shall be utilized for such flood risk mitigation and reduction, and related improvements and activities, as the governing body of the city may select. Flood risk mitigation and reduction, and related improvements and activities, shall mean expenditures to reduce or mitigate the risk to the city from flood events, to provide protection from such flood events, including without limitation the providing for retention of water. Such expenditures may be used to acquire property; enter into agreements; make, install, construct or build improvements and engage in projects and activities as are necessary and appropriate for such purposes. The stated goal shall be to reduce the risk to the city to the level of a 500-year flood event. Interest earnings on such proceeds may also be utilized for such purposes. Proceeds from such tax may be used to make direct payment for such purposes or may be pledged to amortize bonds or other debt instruments which may be sold to finance such costs.

5. Revenues raised and collected pursuant to authority granted herein, less administrative expenses, and interest earnings on such revenues, shall be deposited in a separate infrastructure fund to be established, and shall be utilized as directed by the governing body of the city for the purposes set forth herein. Further, sales tax revenues may be used to reduce special assessments, may be pledged to pay bonds, notes or other obligations established for the financing of eligible project costs and may be used to pay or to secure any obligations incurred through one or more intergovernmental agreements with other political subdivisions and joint powers entities for the purpose of financing the cost of such eligible expenditures, including the Metro Flood Diversion Project, and may be pledged for the repayment of the bonds issued by the city that are payable solely from such revenues.

V. To impose a city lodging tax of three percent (3%) in addition to the existing three percent (3%) city lodging tax, subject to the following limitations:

1. Said lodging tax is hereby imposed upon gross receipts as defined herein, which tax shall be computed on a monthly basis by each and every hotel, motel, or other accommodations located within the corporate limits of the city of Fargo. Said tax must be in addition to the state sales tax on rental accommodations provided in chapter 57-39.2, N.D.C.C.
2. The lodging tax hereby imposed shall be computed by every retailer and paid to the city of Fargo. Such computation shall be on a monthly basis and payment for each month shall be made to the city on or before the 10th day of the following month. The payment shall be accompanied by a report indicating the amount of gross receipts for the reporting period and shall be certified by a certified public accountant or by the retailer, or managing officer thereof. The city may retain up to three percent (3%) of the total amount collected for administrative costs.

3. A lodging tax which is imposed pursuant to the authority granted herein shall extend for a period not exceeding twenty-five (25) years, said period to be established by the implementing ordinance. The collection of said lodging tax shall not be commenced until the governing body of the city has identified a specific project, based on the requirements in subsection 4 below. If no project is identified and collection of the tax not implemented by December 31, 2028, authorization of the tax shall expire.
4. The lodging taxes collected pursuant hereto, less costs of administration as provided herein, which is imposed pursuant to the authority granted herein shall be utilized for costs associated with construction of a conference center, at a location within the city of Fargo to be determined through a request for proposal process to be established by the governing body of the city, and with ongoing capital projects, maintenance, operation and functionally-related facilities (the "Projects"), said proceeds to be placed initially in an improvement capital construction fund of the city of Fargo which, together with interest and other authorized investment earnings, shall be utilized by the city of Fargo for such purposes. Proceeds from the tax may be used to make direct payments of the costs of such construction, maintenance, and operation or may be pledged, applied, or directed to amortize bonds or other obligations which may be sold to finance such costs. Interest earnings, earnings from authorized investments, or both such interest and investment earnings, on such proceeds may also be utilized for such purposes. Any funds remaining after completion of the construction of the conference center and payment of related obligations will be placed in a special escrow fund which, together with interest earnings and investment earnings, shall be utilized by the designated operating authority, with the concurrence of the governing body of the city, to provide for future capital improvements, maintenance, and operation of the conference center.

All proceeds of a lodging tax which is imposed pursuant to the authority granted herein shall be utilized for the purposes authorized herein as the governing body of the city may select.

The commencement of the lodging tax, including the commencement and duration of collection thereof, along with any other matters related to the Projects as deemed necessary or appropriate shall be established by the implementing ordinance.

5. The three percent (3%) lodging tax authorized hereby shall be imposed and collected in addition to an existing three percent (3%) city of Fargo lodging tax set forth in Article 3-13 of the Fargo Municipal Code, said existing tax having been (a) initially imposed by city ordinance as a two percent lodging tax (city of Fargo Ord. No. 2014 (June 1981)) under city home rule authority at a time when North Dakota non-home-rule cities were empowered by state statute to enact lodging taxes using state statutory authority (N.D.S.L. Ch. 429 (1981), Sec. 1-4) and, therefore by exclusion, the city of Fargo and other home rule charter cities could utilize home rule city powers to enact lodging taxes, and (b) subsequently expanded the existing three percent lodging tax (City of Fargo Ord No. 2595 (1991)) also by said home rule authority.
- W. To impose a retail sales, use, and gross receipts tax subject to the following limitations:
1. Sales, use, and gross receipts taxed shall be limited to those which are taxed by the State of North Dakota pursuant to Chapters 57-39.2, 57-39.5, 57-39.6 and 57-40.2 of the North Dakota Century Code.
 2. The amount of the tax shall not exceed a quarter of one percent (0.25%) of the gross receipts and purchases which are taxed by the State of North Dakota pursuant to Chapters 57-39.2 and 57-40.2 of the North Dakota Century Code. Any patron or user paying said tax in excess of six and 25/100ths dollars (\$6.25) on any single transaction of one or more items may obtain a credit or refund of the excess tax at the time of purchase from the vendor or request a refund of the excess tax payment by filing a request for refund, as provided by the North Dakota Century Code, upon forms provided by the North Dakota State Tax Commissioner. The tax imposed shall be

computed and collected in the same manner provided by law for the collection of the state sales, gross receipts and use tax as provided in Chapters 57-39.2, 57-39.5, 57-39.6 and 57-40.2 of the North Dakota Century Code. All references to the North Dakota Century Code include amendments adopted by the North Dakota Legislative Assembly.

3. A sales, use and gross receipts tax which is imposed pursuant to the authority granted herein shall extend for a period not exceeding twenty (20) years, said period to be established by the implementing ordinance.
4. Proceeds of a sales, use and gross receipts tax which is imposed pursuant to the authority granted herein shall be utilized exclusively for costs associated with fire and police operations, fire and police equipment and fire and police buildings, said proceeds to be placed initially in a Fire and Police Operations, Equipment, and Buildings Fund of the City of Fargo which, together with interest and other authorized investment earnings, shall be utilized by the City of Fargo for such purposes. Proceeds from such tax may be used to make direct payment of the costs for such operations, equipment and buildings. Interest earnings, earnings from authorized investments, or both such interest and investment earnings, on such proceeds may also be utilized for such purposes. All such proceeds of a sales, use and gross receipts tax which is imposed pursuant to the authority granted herein shall be utilized for the purposes authorized herein as the governing body of the city may select.

The enumeration of particular powers by this charter shall not be deemed to be exclusive, and in addition to the powers enumerated herein or implied hereby, or appropriate to the exercise of such powers, it is intended that the city shall have and may exercise all powers which under the constitution of this state, it would be competent for this charter specifically to enumerate. References to provisions of the North Dakota Century Code include any amendments thereto that may be adopted by the North Dakota Legislative Assembly.

(Res. of 8-19-2024, appr. 11-5-2024)

Editor's note(s)—A resolution adopted Aug. 15, 2016, proposed an amendment to extend collection periods for sales, gross receipts and use taxes related to public infrastructure, including flood protection, and was approved at a general election Nov. 8, 2016. A resolution adopted Aug. 5, 2024, proposed an amendment to create a three percent city-wide lodging tax related to the creation of a conference center, and was approved at a general election Nov. 5, 2024. A resolution adopted Aug. 19, 2024, proposed an amendment to create a quarter of a cent sales tax for police and fire operations, equipment and buildings, and was approved at a general election Nov. 5, 2024.

Article 4 - Initiative and Referendum

The electors of the city of Fargo reserve to themselves the right to initiate ordinances that comply with the powers vested in the city. If the governing body refuses to enact an initiated ordinance, as provided in this charter, the proposal shall be submitted to the voters for approval or rejection.

The electors also reserve the right to refer an ordinance enacted by the governing body. If the governing body fails to repeal the referred ordinance, the ordinance will be suspended until the voters approve or reject the ordinance.

The rights of initiative and referendum are secured to the people of Fargo, no matter what form of government is provided by the Fargo home rule charter or state law.

- A. Requirements for petitions for initiative, referendum and charter amendments are the same. The petitions must identify by name and voting address three members of the petitioners' committee responsible for circulating and filing the petitions. The petitions must include the full text of the ordinance or charter amendment being initiated, or the ordinance being referred. The number of valid

petition signers must equal or exceed 15% of the number of voters who voted for mayor in the most recent city election at which that office was filled. The petitions must show the date of signing, signature of the elector, and his/her voting address. The circulator of each petition shall sign an affidavit on the petition affirming that he/she witnessed the signing of all names on the petition and believes that the signers are qualified electors.

- B. The city auditor or city official designated by the governing body shall determine the validity and sufficiency of the signatures. If he finds irregularities, he shall notify the sponsor's committee and allow ten days for correction. The city official shall notify the governing body of his decision and certify the petitions as valid to the governing body when they meet the criteria set forth in this charter.
- C. If the petitions for an initiated ordinance are sufficient and valid, the proposed ordinance shall be submitted to the governing body. The governing body may enact the ordinance without change or submit the initiated ordinance to the voters for approval or rejection. If the measure is not enacted within 21 days after the petitions are certified as valid and sufficient, the ordinance shall be put up for approval or disapproval by the voters. The election may be held no sooner than 60 days after the petitions are ruled valid.
- D. Petitions to refer an ordinance must be filed within ten days of the effective date of the ordinance. If the designated city official finds the petitions valid and sufficient, the referred ordinance shall be suspended. The ten days allowed for correction of petition irregularities shall not be used to add names and signers to the petition. The annual city budget ordinance is exempt from the referendum process. The governing body may either repeal a referred ordinance or submit the ordinance to the voters at the next city-wide election occurring 60 days after the petitions are ruled valid. Referendum petitions may be filed against individual sections and subsections of an ordinance; if so, the remainder of the ordinance remains in effect.
- E. The question for both initiated and referred ordinances on the election ballot shall be: "Shall this ordinance be approved?" If there is a majority of "Yes" votes, the ordinance is enacted and becomes effective ten days after the election results are certified. If the "No" votes are in majority, the ordinance is rejected.
- F. Initiated or referred ordinances proposed by a Petition and adopted by a vote of the voters cannot be repealed or amended except by a vote of the voters so long as the City of Fargo remains under the commission system of government. This article is self-executing and all of its provisions are mandatory. Ordinances may be enacted to facilitate and safeguard, but not to hamper, restrict or impair these powers.

Article 5 - Amendment or repeal of charter

This Fargo Home Rule Charter may be amended or repealed only by a majority of the electorate voting on charter proposals submitted to them.

- A. Proposals to amend or repeal the Fargo Home Rule Charter may be submitted to the voters by adoption of a resolution approved by a majority of all members of the governing body. The proposed amendment shall be published in the official newspaper of the city at least 60 days prior to the election at which the matter will be decided.
- B. Fargo citizens also reserve to themselves the right to amend or repeal this home rule charter by the initiative process. Petitions for such purpose must conform to the rules prescribed in this charter on initiative and referendum of ordinances.
- C. The complete amendment must be printed on the petitions. When petitions to amend or repeal are certified as valid, a proposal must be submitted to the voters at the next city-wide election occurring at

least 60 days after publication of the petition in the official newspaper of the city. The ballot question shall be "Shall such amendment be approved?" If there is a majority of "Yes" votes of those voting on the matter, the charter amendment becomes effective ten days after the election results are certified.

- D. If either the governing body or an initiative petition seeks to repeal the Fargo Home Rule Charter, the ballot proposal must establish the form of government which would replace the system established by this charter.

Article 6 - Boundaries

The boundaries of the city shall be the boundaries as established at the time this charter takes effect, or as such boundaries may be changed thereafter in the manner authorized by law.

Article 7 - Publicity of records

All public records and accounts of every office, department or agency of the city shall be open to inspection by any citizen, any representative of a citizens' organization or any representative of the press, radio, television and other news media at all reasonable times and under reasonable regulations established by the governing body.

Article 8 - Separability

If any section or part of section of this charter shall be held invalid by a court of competent jurisdiction, such holding shall not affect the remainder of this charter, except to the extent that an entire section or part of section may be inseparably connected in meaning and effect with the section or part of section to which such holding shall directly apply.

Article 9 - Plenary and implied powers of the governing body

The governing body shall have plenary power to enact and make all proper and necessary ordinances, resolutions and orders to carry out and give effect to the express and implied powers granted in this charter to the end that a complete, harmonious and effective municipal government may be initiated, installed, operated, and maintained in the city, and thereby protect and safeguard the rights, interests, safety, morality, health and welfare of the city and its inhabitants.

Article 10 - Succession in government

- A. Rights of officers and employees preserved

Except as otherwise specifically provided, this charter shall not affect or impair the rights or privileges of officers or employees of the city, or any office, department or agency thereof, existing at the time this charter shall take effect. Any provision of law in force at the time this charter shall take effect,

which provision of law is not inconsistent herewith, shall remain in full force and effect as respects qualifications of personnel, appointment, removal, pension and retirement rights, civil rights, or any other rights or privileges of officers or employees of the city or any office, department or agency thereof.

B. Continuance of present officers

All persons holding executive and administrative office at the time this charter takes effect shall continue in office and shall continue the performance of their duties until provisions shall have been made in accordance therewith for the performance of such duties or the discontinuance of such office.

C. Continuance of present offices, departments or agencies

Any office, department, or agency, heretofore existing, shall continue to exercise powers and duties the same as were heretofore exercised and shall have the power to continue any business proceedings or other matters within the scope of its regular powers and duties until such office, department or agency shall be charged or abolished by the governing body. The powers conferred and the duties imposed upon any office, department or agency of the city by the laws of this state shall, if such office, department or agency be abolished by this charter or under its authority, be thereafter exercised and discharged by the office, department or agency designated by the governing body.

D. Continuance of appointive boards, authorities and commissions

All appointive boards, authorities and commissions, heretofore existing shall continue and shall exercise such powers and duties as were granted them until such boards, authorities, and commissions and the powers thereof shall be changed or abolished by the governing body.

E. Continuance of contracts

All contracts entered into by the city, or for its benefit, prior to the taking effect of this charter, shall continue in full force and effect.

F. Pending actions and proceedings

The adoption of this charter shall not abate or otherwise affect any action or proceeding civil or criminal, pending when it takes full effect, brought by or against the city or any office, department, agency or officer thereof.

G. Ordinances and statutes to remain in force

All ordinances, resolutions and regulations of the city together with state statutes applicable to municipalities which are in force at the time this charter takes effect, and not inconsistent with the provisions thereof, are hereby continued in force until such ordinances, resolutions and regulations of the city are duly amended or repealed and until ordinances are enacted providing procedures replacing those previously required by state statute.

H. Inauguration of government under this charter

If a majority of the qualified electors of the city voting on the question vote to ratify this charter, the provisions of this charter shall go into effect upon the filing of the charter by the governing body with the secretary of state, the clerk of the District Court for Cass County, and the office of the city auditor, within ninety days.

Initiated amendments

Amendment #1 - No city-wide special assessment district shall be established unless the question of establishing such a district has been submitted to a vote of the qualified electors of Fargo and has been approved by sixty percent of such electors voting on such question.

Amendment #2 - No city sales and/or use tax shall be imposed unless the question of imposing such a sales and/or use tax has been submitted to a vote of the qualified electors of the City of Fargo, North Dakota, and has been approved by sixty (60) percent of such electors voting on such question.

July 16, 2026

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

RE: Repealing Article 15-02 – Human Rights Commission

Dear Mayor and Commissioners,

Enclosed for your review and consideration is an ordinance repealing Article 15-02 of the Fargo Municipal Code relating to the Human Rights Commission (“HRC”). This ordinance is presented pursuant to the City Commission's motion at its June 22, 2026, meeting directing the City Attorney's Office to prepare the necessary ordinance repealing the provisions of the Fargo Municipal Code to conclude the HRC. Accordingly, the enclosed ordinance repeals Article 15-02 in its entirety.

As way of background, at its January 5, 2026, meeting, the City Commission directed the HRC, Native American Commission, and Arts and Culture Commission to evaluate their respective roles and report back with recommendations regarding their future. At the HRC's request, the City Commission granted a 60-day extension on March 2, 2026, to allow additional working sessions for the HRC to complete its evaluation.

On April 16, 2026, the HRC voted to recommend to the City Commission that the HRC remain in its current form and to pause meetings until after the June 9, 2026, election. Following the election, the City Commission revisited the matter at its June 22, 2026, meeting. At that meeting, Commissioner and HRC Liaison John Strand moved to conclude the Human Rights Commission and directed the City Attorney's Office to prepare the necessary ordinance repealing the provisions of the Fargo Municipal Code establishing the HRC. The motion passed.

Suggested Motion: I move to receive and file the enclosed ordinance repealing Article 15-02 of Chapter 15 of the Fargo Municipal Code relating to the Human Rights Commission and to place the ordinance on for first reading at the next regularly scheduled city commission meeting.

Sincerely,



Alissa R. Farol Czapiewski
Assistant City Attorney

Enclosure

cc: Brenda Derrig, Assistant City Administrator

OFFICE OF THE CITY ATTORNEY
FARGO, NORTH DAKOTA

ORDINANCE NO. _____

1 AN ORDINANCE REPEALING ARTICLE 15-02 OF CHAPTER 15
2 OF THE FARGO MUNICIPAL CODE
3 RELATING TO THE HUMAN RIGHTS COMMISSION

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

6 WHEREAS, Section 40-05.1-06 of the North Dakota Century Code provides that the City
7 shall 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
9 home rule charter and any ordinances made pursuant thereto shall supersede state laws in conflict
therewith and shall be liberally construed for such purposes; and,

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

12 NOW. THEREFORE,

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

14 Section 1. Amendment.

15 Article 15-02 of Chapter 15 of the Fargo Municipal Code is hereby repealed in its
16 entirety.

OFFICE OF THE CITY ATTORNEY
FARGO, NORTH DAKOTA

ORDINANCE NO. _____

Section 2. Effective Date.

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

Joshua A. Boschee, Mayor

Attest:

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

First Reading:
Second Reading:
Final Passage:



CITY ATTORNEY
Ian R. McLean

**OFFICE OF THE
CITY ATTORNEY**

SERKLAND LAW FIRM

10 Roberts Street North

Fargo, ND 58102

Phone: 701.232.8957 | Fax: 701.237.4049

ASSISTANT CITY ATTORNEYS

Nancy J. Morris ▪ Alissa R. Farol Czapiewski

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

July 2, 2026

Fargo City Commission
225 Fourth Street North
Fargo, ND 58102

Re: Extension of Infrastructure Sales Tax Through December 31, 2048.

Dear Commissioners:

On June 9, 2026, the residents of Fargo approved, by a vote of 72.9%, an amendment to the Fargo Home Rule Charter extending the existing one percent (1%) sales, use, and gross receipts tax for infrastructure capital improvements through December 31, 2048, and authorizing the Board of City Commissioners to implement the extension by ordinance.

Because home rule powers must be implemented by ordinance to become effective, enclosed is an Ordinance Amending Section 3-2011 of the Fargo Home Rule Charter to extend the infrastructure sales, use, and gross receipts tax through December 31, 2048. The ordinance implements the will of the voters and extends the tax for an additional twenty (20) years beyond its current expiration date of December 31, 2028.

SUGGESTED MOTION:

I move to receive and file the enclosed ordinance and to place the ordinance on the agenda of the next regular meeting of the City Commission for first reading.

Sincerely,

Ian R. McLean
City Attorney

AN ORDINANCE AMENDING SECTION 3-2011 OF ARTICLE 3-20
OF CHAPTER 3 OF THE FARGO MUNICIPAL CODE
RELATING TO A SALES AND USE TAX FOR INFRASTRUCTURE CAPITAL
IMPROVEMENTS

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

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

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

WHEREAS, on June 9, 2026, the qualified electors of the City of Fargo approved, by a vote of more than sixty percent (60%), an amendment to the Fargo Home Rule Charter extending the existing one percent (1%) sales, use, and gross receipts tax for infrastructure capital improvements through December 31, 2048, and authorizing the Board of City Commissioners to implement such extension by ordinance;

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

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

Section 1. Amendment. Section 3-2011 of Article 3-20 of Chapter 3 of the Fargo Municipal Code, is hereby amended as follows:

3-2011. Term. The tax imposed by this article shall be in full force and effect from January 1, 2009 through December 31, 20248.

Section 2. Effective Date.

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

(SEAL)

Attest:

Angie Bear, Deputy City Auditor on
behalf of Susan Thompson, City Auditor

Joshua A. Boschée, Mayor

First Reading:
Second Reading:
Final Passage:

OFFICE OF THE CITY ATTORNEY
FARGO, NORTH DAKOTA

ORDINANCE NO. _____

1 AN ORDINANCE REZONING CERTAIN PARCELS OF LAND
2 LYING IN SELKIRK PLACE SIXTH ADDITION
3 TO THE CITY OF FARGO, CASS COUNTY, NORTH DAKOTA

4 WHEREAS, the Fargo Planning Commission and the Board of City Commissioners of the
5 City of Fargo have held hearings pursuant to published notice to consider the rezoning of certain
6 parcels of land lying in the proposed Selkirk Place Sixth Addition to the City of Fargo, Cass
7 County, North Dakota; and,

8 WHEREAS, the Fargo Planning Commission recommended approval of the rezoning
9 request on June 2, 2026; and,

10 WHEREAS, the rezoning changes were approved by the City Commission on July 20,
11 2026,

12 NOW, THEREFORE,

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

14 Section 1. The following described property:

15 All of Selkirk Place Sixth Addition to the City of Fargo, Cass County, North
16 Dakota;

17 is hereby rezoned from "SR-5", Single-Dwelling Residential, District to "SR-2", Single-Dwelling
18 Residential, District;

19 Section 2. The City Auditor is hereby directed to amend the zoning map now on file in his
20 office so as to conform with and carry out the provisions of this ordinance.
21
22
23

OFFICE OF THE CITY ATTORNEY
FARGO, NORTH DAKOTA

ORDINANCE NO. _____

1 Section 3. This ordinance shall be in full force and effect from and after its passage and
2 approval.
3
4

Joshua A. Boschec, Mayor

5 (SEAL)

6 Attest:
7

8
9 _____
10 Angie Bear, Deputy Auditor,
11 on behalf of City Auditor
12
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First Reading:
Second Reading:
Final Passage:



MEMORANDUM

TO: BOARD OF CITY COMMISSIONERS

FROM: AUDITOR'S OFFICE

DATE: AUGUST 3, 2026

SUBJECT: GAMES OF CHANCE APPLICATIONS

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

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

Dakota Medical Foundation for a raffle 8/22/26

Grover Athletic Club for a raffle board 9/24/26

Jared & Sarah Purdy Benefit for raffle board 8/12/26

Nativity Church of Fargo for a raffle and raffle board 11/8/26

NDSU Saddle and Sirloin Club for a raffle 11/20/26

Veterans Honor Flight of ND/MN for a raffle on 8/16/26

VFW Auxiliary Department of ND for a raffle on 1/23/27 & 6/5/27



MEMORANDUM

TO: BOARD OF CITY COMMISSIONERS

FROM: AUDITOR'S OFFICE

DATE: AUGUST 3, 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
GAMING DIVISION
SFN 17996 (6-2026)

Full, Legal Name of Gaming Organization
Fargo Youth Hockey Association

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 BAR 209		County Cass
Address 3788 55th Ave S	City Fargo	ZIP Code 58104
Beginning Date(s) Authorized SEPT 1, 2026	Ending Date(s) Authorized 06/30/27	Number of Twenty One Tables (Enter 0 if none) N/A
Specific location where games of chance will be conducted and played at the site (required) SOUTHWEST ENTRANCE SPACE / BAR		
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)

- | | | | |
|---------------------------------------|--------------------------------------|--|--|
| ☐ Bingo | ☐ Prize Board | ☒ Pull Tab Dispensing Device | ☐ Electronic Quick Shot Bingo |
| ☐ Raffles | ☐ Punchboard | ☒ Electronic Pull Tab Device | ☐ Paddlewheel with Tickets |
| ☐ Twenty-One | ☐ Poker | ☐ Prize Board Dispensing Device | ☐ Club Special |
| ☐ Sports Pool | ☐ Calcuttas | ☐ Paddlewheel Table | ☐ Tip Board |
| ☐ Pull Tab Jar | ☐ Seal Board | ☐ Electronic 50/50 Raffle | |

Days of week of gaming operations (if restricted)
7

Hours of gaming operations (if restricted)
11 AM - 1 AM

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

APPROVAL

Signature of City/County Official	Date 8/3/26
PRINT Name and official position of person signing on behalf of city/county above Michelle Vanyo Deputy City Clerk/Records Admin.	

INSTRUCTIONS

1. **City/County** - Generate and retain a copy of the approved Site Authorization for your records.
2. **City/County** - Return the signed Site Authorization to the Charitable Gaming Organization.
3. **Charitable Gaming Organization** - Upload the signed Site Authorization through the **Charitable Gaming Portal**. Site authorizations must be uploaded and approved by the Office of Attorney General before gaming may be conducted at the site.

Questions? Contact the Gaming Division at agogaming@nd.gov or (701) 328-4848.

REPORT OF ACTION

PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

Improvement District No. BN-25-C1

Type: Electric Service Extension

Location: Dakota Commerce Center North Addition

Date of Hearing: 7/27/2026

Routing

Date

City Commission

8/3/2026

PWPEC File

X

Project File

Jason Satterlund

The Committee reviewed a communication from Project Manager, Jason Satterlund, regarding a request for reimbursement to Cass County Electric Cooperative (CCEC) for extending electric service along 52nd Avenue North to facilitate the installation of the street lighting infrastructure for Improvement District No. BN-25-C1.

Engineering is seeking approval of the reimbursement to CCEC in the amount of \$16,376.31 for Improvement District No. BN-25-C1.

On a motion by Brenda Derrig, seconded by Ben Dow, the Committee voted to recommend approval the reimbursement to CCEC in the amount of \$16,376.31.

RECOMMENDED MOTION

Concur with the recommendations of PWPEC and approve the reimbursement to CCEC in the amount of \$16,376.31.

PROJECT FINANCING INFORMATION:

Recommended source of funding for project: _____

Special Assessments _____

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

Yes	No
	N/A
	N/A
	N/A

COMMITTEE

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

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

ATTEST:

C: Kristi Olson



Tom Knakmuhs, P.E.
City Engineer

Memorandum

To: Members of PWPEC
From: Jason Satterlund, Project Manager
Date: July 20, 2026
Re: Improvement District No. BN-25-C1 – Reimbursement to Extend Electric Service for Street Lighting Infrastructure

Background:

Improvement District No. BN-25-C1 will provide City infrastructure for the development of new commercial properties within and surrounding Dakota Commerce Center North Addition.

Dakota Underground is the Prime Contractor on this project

This request is for reimbursement to Cass County Electric Cooperative for extending electric service along 52nd Avenue North to facilitate the installation of the street lighting infrastructure for Improvement District No. BN-25-C1, which encompasses 52nd Avenue North from Cass County 81 to 37th Street, a ¼ mile south of 52nd Ave North on both 37th Street, as well as lighting for the turn lane on Cass County 81 at 52nd Avenue North.

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

Recommended Motion:

Approve the electric service extension reimbursement in the amount of **\$16,376.31** to Cass County Electric Cooperative for Improvement District No. BN-25-C1.

JTS/klb
Attachment



4100 32nd Avenue SW
Fargo ND 58104

Aid To Construction Estimate

DATE: 7/10/2026

Prepared By:

Ty Wadeson

Work # 701-356-4422
Cell # 701-238-4431
WO# 85412
Map Location 070-151-0020

TO:

City of Fargo
PO Box 2083
Fargo, ND 58107
Att: Jason Satterlund
Phone 701-730-8670
Email Jsatterlund@FargoND.gov

MEMBER/CONTRACTOR ITEMS TO BE COMPLETED PRIOR TO CONSTRUCTION

Signed Aid to Construction

JOB DESCRIPTION

This is an estimate for electrical service for streetlight feed point at 52 Ave N and East of 41 St N in Fargo. This estimate includes installing service wire in conduit to the new feed point location. The transformer to be install is a 25KVA 120/240V. This estimate is subject to change for any changes to the project after the date of the estimate. Cold weather charges may be accessed after Nov 1.

ITEMIZED ESTIMATE: TIME AND MATERIALS	Qty	Cost	ATC Allowance	ATC Req'd
Transformer KVA Charge (\$20/kVA or \$25/kVA)		\$25		-
CT Cabinet Amp Charge (\$1/Amp)		\$1		-
Meter connect fee		\$400		-
Line extension charges beyond utility easement		\$30		-
Additional line extension material and overhead	1	16,376.31		16,376.31
Additional line extension labor and overhead				-
Temp power				-
Total Estimated Aid to Construction Cost				16,376.31

Terms and Conditions : This is a good-faith estimate, valid for 30 days, and pending the successful acquisition of all necessary easements and permits to complete the work. It's possible the scope of the job as outlined above could change slightly due to unforeseen weather, soil, or other issues that might arise, which would result in additional charges, not to exceed the maximum contingency allowance percentage of 10% of the total project cost. Lead times for materials may be up to 48 weeks or more, and materials will not be ordered until the estimate is accepted. Payment is due as follows: Final payment balance will be due within 30 days of receipt of invoice. All unpaid invoices will have 1.5% added for every month after 60 days.

By signing below, I hereby accept and agree to the terms and conditions of this estimate. I agree to pay the estimated aid to construction as detailed above, and authorize Cass County Electric to proceed with the work proposed.

ACCEPTED BY

DATE

July 29, 2026

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

Re: Sanitary Sewer Easement - Improvement District #BR-23-A

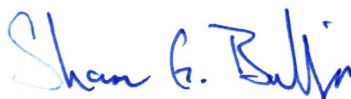
Dear Commissioners:

Enclosed and delivered to the City Commission office is an original Memorandum of Offer to Landowner document for the acquisition of a permanent sanitary sewer easement in association with Improvement District #BR-23-A. Final purchase price has been reached and at this time we are requesting authorization from the Commission to proceed with the purchase. All land acquisition procedures have been followed and the City Engineer's office recommends purchase.

RECOMMENDED MOTION: I/we hereby move to approve and authorize purchase of a permanent sanitary sewer easement from **David Phillips Jr. and Nadine Phillips** in association with Improvement District #BR-23-A and that the Mayor is instructed to execute the Memorandum of Offer to Landowner & Easement document on behalf of the City of Fargo.

Please return the signed originals

Respectfully submitted,



Shawn G. Bullinger
Land Acquisition Specialist

C: Jason Leonard

MEMORANDUM OF OFFER TO LANDOWNER

Project BR-23-A	County Cass	Parcel(s) 01-3508-00650-000
Landowner David Jr & Nadine Phillips		
Mailing Address 1917 Main Ave Fargo, ND 58103		

The following-described real property and/or related temporary easement areas are being acquired for project purposes:

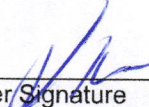
See attached Exhibit A.

I, as right of way agent for the City of Fargo Engineering Department, am hereby authorized to offer the following amount of \$ 4,052.00 as full compensation for the fee and/or temporary taking of the foresaid parcels and all damages incidental thereto. The offer set forth has been established through one of the following, Basic Data Book, Certified Appraisal, City of Fargo Minimum Payment Policy. A breakdown of this offer is as follows:

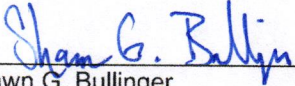
Land	\$	
Easement and Access Control	\$	4,052.00
Improvements on Right of Way*	\$	
Damages to Remainder	\$	
Total Offer		\$ 4,052.00

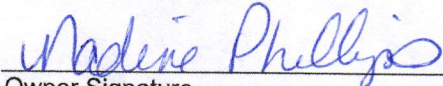
*Description of Damages to Remainder are as follows:

--


Owner Signature
Signature hereby constitutes acceptance of offer as presented above.

David Phillips Jr.


Shawn G. Bullinger
Land Acquisition Specialist, City of Fargo


Owner Signature
Signature hereby constitutes acceptance of offer as presented above.

Nadine Phillips

Fargo City Commission has considered the offer and approves the same:

Joshua Boschec
MAYOR

SIGNATURE

DATE

PERMANENT EASEMENT
(Sanitary Sewer)

KNOW ALL MEN BY THESE PRESENTS that **DAVID PHILLIPS JR. AND NADINE PHILLIPS**, 1917 Main Avenue, Fargo, ND 58103, hereinafter referred to as "Grantor", for and in consideration of the sum of One and no/100 Dollars (\$1.00) and other valuable consideration, to them in hand paid the receipt whereof is hereby acknowledged, **HEREBY GRANTS UNTO THE CITY OF FARGO, CASS COUNTY, NORTH DAKOTA**, a municipal corporation, its successors and assigns, hereinafter referred to as "Grantee", a 99 year easement over, upon and in the land hereinafter described for the purpose of operating, maintaining, restoring, and repairing a sanitary sewer, together with the customary appurtenances, said tract being more particularly described as follows (and depicted on Exhibit A attached hereto):

A 20.00 foot wide strip of land in an unplatted part of the Northwest Quarter of Section 12, Township 139 North, Range 49 West of the Fifth Principal Meridian, City of Fargo, Cass County, North Dakota being the southerly 20.00 feet of a parcel of land described by trustee's deed document 1345727 on file and of record at the Recorder's Office for said County, shown as "Parcel B" herein and described as follows:

That portion of the Southwest Quarter Section One, and the Northwest Quarter of Section Twelve, all in Township One Hundred Thirty-nine North of Range Forty-nine West of the Fifth Principal Meridian, situate in the City of Fargo, the County of Cass and the State of North Dakota, described as follows: Commencing at the Southwest corner of said Section One, also being the northwest corner of said Section Twelve; thence North 87°20'35" East (assumed bearing) along the Southerly line of said Section One a distance of 872.40 feet; thence North 02°24'49"

East a distance of 0.36 feet to a point lying 194.00 feet normally distant Southerly from The Burlington Northern and Santa Fe Railway Company's (formerly Northern Pacific Railway Company) Westbound Main Tract centerline, as now located and constructed; thence South 87°35'11" East, parallel with and 194.00 feet normally distance Southerly from said Westbound Main Track centerline, a distance of 987.75 feet; thence North 88°05'30" East a distance of 102.54 feet to the true point of beginning; thence North 02°24'49" East, 110.00 feet; thence North 88°05'30" East, 105.00 feet; thence South 01°54'30" East, 109.69 feet; thence South 88°05'30" West, 113.29 feet to the true point of beginning.

Said strip contains 2,251 square feet, more or less.

Grantor, their successors and assigns, hereby covenants to and with Grantee that Grantee's officers, contractors, agents and employees may at any and all times when necessary or convenient to do so, go over and upon said above-described tract of land and perform any and all acts necessary or convenient to carry into effect the purpose for which the grant is made.

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

It is agreed by and between the parties that Grantee will be responsible for the repair or replacement of any portion of the parking lot which may be damaged or destroyed as a result of Grantee constructing, repairing, and maintaining the sanitary sewer and customary appurtenances.

IN WITNESS WHEREOF, Grantor has set their hands and caused this instrument to be executed this 29 day of July, 2026.

GRANTOR:

David Phillips Jr.
David Phillips Jr.

Nadine Phillips
Nadine Phillips

STATE OF NORTH DAKOTA)
COUNTY OF CASS)

On this 29th day of July, 2026, before me, a notary public in and for said county and state, personally appeared David Phillips Jr. and Nadine Phillips, to me known to be the persons described therein and who executed the within and foregoing instrument, and acknowledged to me that they severally executed the same.

RAEGAN L GAMRADT
(SEAL) Notary Public
State of North Dakota
My Commission Expires June 25, 2028

Notary Public

My Commission Expires: 6/25/2028

GRANTEE

43

IN WITNESS WHEREOF, Grantee has set its hand and caused this instrument to be executed this _____ day of _____, 2026.

GRANTEE

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

Joshua Boschee, Mayor

ATTEST:

Angie Bear
Deputy Auditor on behalf of City Auditor

STATE OF NORTH DAKOTA)
)
COUNTY OF CASS)

On this _____ day of _____, 2026, before me a notary public in and for said county and state, personally appeared Joshua Boschee and Angie Bear, known to me to be the Mayor and Deputy City Auditor, respectively, of the city of Fargo, the Grantee described in and that they executed the within and foregoing instrument, and acknowledged to me that said Grantee executed the same.

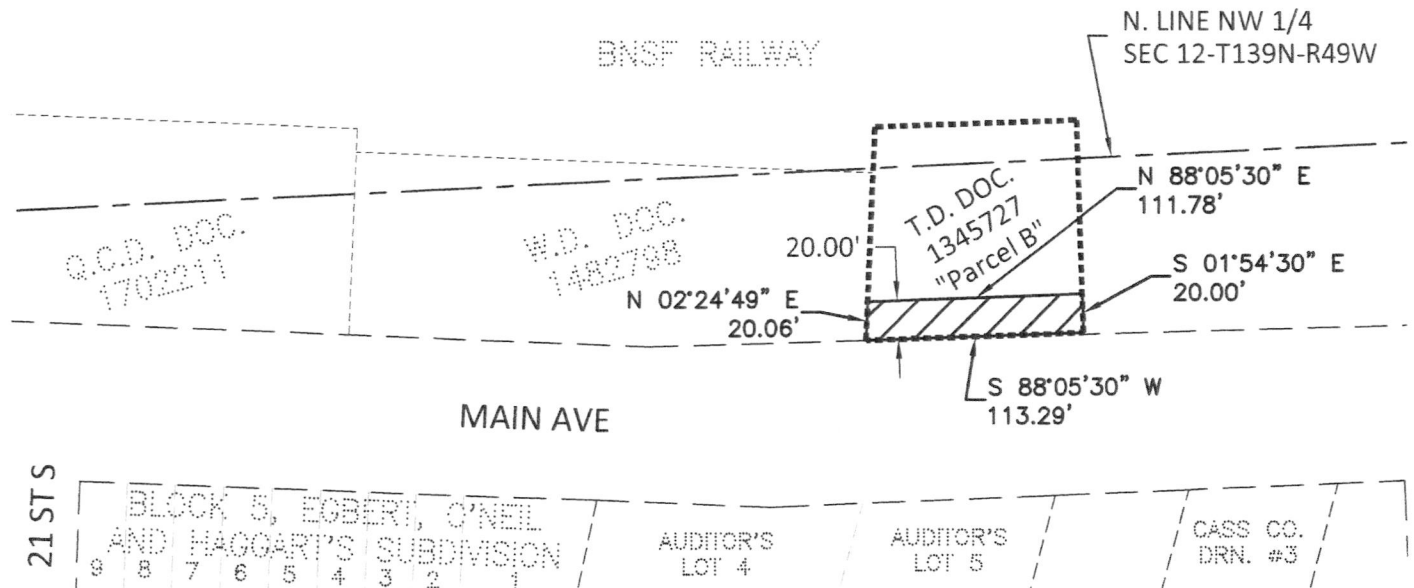
(SEAL)

Notary Public
My Commission Expires:

The legal description was prepared by:
Brent W. Wacha (LS-5068)
Professional Land Surveyor
City of Fargo
225 4th St N
Fargo ND 58102

This document prepared by:
Kasey D. McNary (ND# 06590)
Assistant City Attorney
SERKLAND LAW FIRM
10 Roberts Street N.
Fargo, ND 58102
(701) 232-8957

EXHIBIT A



Description:

A 20.00 foot wide strip of land in an unplatted part of the Northwest Quarter of Section 12, Township 139 North, Range 49 West of the Fifth Principal Meridian, City of Fargo, Cass County, North Dakota being the southerly 20.00 feet of a parcel of land described by trustee's deed document 1345727 on file and of record at the Recorder's Office for said County, shown as "Parcel B" herein and described as follows:

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Said strip contains 2,251 square feet, more or less.

N. LINE NW 1/4
SEC 12-T139N-R49W

N 88°05'30" E
111.78'

S 01°54'30" E
20.00'

S 88°05'30" W
113.29'

MAIN AVE

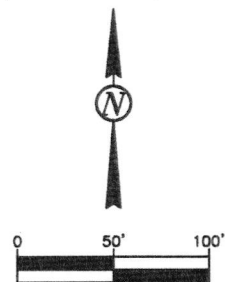
21 STS

BLOCK 5, EOBERT, O'NEIL
AND HAGGART'S SUBDIVISION

AUDITOR'S
LOT 4

AUDITOR'S
LOT 5

CASS CO.
DRN. #3



BEARINGS BASED ON:
City of Fargo Ground Coordinate System,
December 1992

LEGEND

- NEW EASEMENT AREA
- "Parcel B" BOUNDARY
- PARCEL BOUNDARY



PERMANENT EASEMENT

NORTHWEST QUARTER OF SECTION 12, T. 139 N., R. 49 W., FIFTH P.M.,
CASS COUNTY, NORTH DAKOTA



ENGINEERING DEPT.

DRAWN BY: BWW

APPROVED BY: BWW

DATE: JUNE 15, 2026

SHEET 1 OF 1

REPORT OF ACTION

PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

Improvement District No. NR-24-C1

Type: Final Balancing Change Order #2

Location: Storm Sewer Lift Stations #7, #20 & #28

Date of Hearing: 7/27/2026

<u>Routing</u>	<u>Date</u>
City Commission	8/3/2026
PWPEC File	X
Project File	Rob Hasey

The Committee reviewed a communication from Storm Sewer Utility Engineer, Rob Hasey, regarding Final Balancing Change Order #2 in the amount of \$23,932.77, which reconciles the final quantities as measured in the field.

Staff is seeking approval of Final Balancing Change Order #2 in the amount of \$23,932.77, which brings the total contract amount to \$1,361,433.14.

On a motion by Brenda Derrig, seconded by Susan Thompson, the Committee voted to recommend approval of Final Balancing Change Order #2 to Key Contracting, Inc.

RECOMMENDED MOTION

Concur with the recommendations of PWPEC and approve Final Balancing Change Order #2 in the amount of \$23,932.77, bringing the total contract amount to \$1,361,433.14 to Key Contracting, Inc.

PROJECT FINANCING INFORMATION:

Recommended source of funding for project: Storm Sewer Utility Funds

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

COMMITTEE

	Present	Yes	No	Unanimous
				☒
Josh Boschee, Mayor	☐	☐	☐	
Nicole Crutchfield, Director of Planning	☒	☒	☐	Mark Williams
Gary Lorenz, Fire Chief	☒	☒	☐	
Brenda Derrig, Assistant City Administrator	☒	☒	☐	
Ben Dow, Director of Operations	☒	☒	☐	
Tom Knakmuhs, City Engineer	☒	☒	☐	
Susan Thompson, Finance Director	☒	☒	☐	

ATTEST:

C: Kristi Olson


Tom Knakmuhs, P.E.
City Engineer

Memorandum

To: Members of PWPEC
From: Rob Hasey, PE Storm Sewer Utility Engineer
Date: July 27, 2026
Re: Improvement District No. NR-24-C1 – STS LS Rehab/Reconstruction
Final Balancing Change Order #2

Background:

Improvement District No. NR-24-C1 is for the rehabilitation of storm sewer lift stations #7, #20 & #28 that includes pump and control panel replacements, safety upgrades and miscellaneous improvements at each lift station. Below is a list of extra items encountered during construction completion.

Site #1: STS LS #7

The elevation of the pump discharge manhole structure north of the lift station was low compared to the access road and needed repair. The old manhole riser top section was removed & disposed and a new 60" diameter concrete barrel section, concrete cover slab and manhole casting was installed at a total cost of \$7,746.00.

Pre



Post



After the manhole barrel section was replaced Key Contracting imported 18 CY of crushed concrete for traffic surface gravel at a cost of \$45/CY for a total cost of \$810.00.

The new pump motors were equipped with condensation heaters to prevent moisture buildup inside the motor housing when the motors are idle. The electrician informed us that they were unable to connect the condensation heaters to the existing breakers that powered the motors due to electrical codes. The electrician installed the new breaker for

the heaters, the associated wiring and labor to pull the wires and make connection to the control panel and pumps at a total cost of \$6,712.42.

Site #3: STS LS #28

The old control panel at lift #28 sat on top of the lift station cover which created a safety hazard as workers had to balance on the block retaining wall surrounding the lift station to access the controls.

The new control panel was too large to safely sit on top of the lift station. The new panel was installed on a concrete working pad adjacent to the lift station. To ensure that the controls remain operational if the area surrounding the lift station is inundated with water the bottom of the control panel was raised to match the top of the adjacent sheet pile wall. The Contractor also fabricated and installed aluminum steps to safely access the control panel at a total cost of \$9,024.35.



Recommended Motion:

Approve the final balancing change order #2 in the amount of \$23,932.77 to Key Contracting for the modifications described above.

Funding source is 50% Special Assessments & 50% Storm Sewer Utility (Fund 524) for Site #1 (LS #7) and Site #3 (LS #28) is 100% Special Assessed.



CHANGE ORDER REPORT
LIFT STATION REHAB/RECONSTRUCTION
IMPROVEMENT DISTRICT NO. NR-24-C1
STORM SEWER LIFT STATION #7, #20 & #28

Final Balancing
Change Order

Change Order No 2 **Change Order Date** 7/20/2026
Contractor Key Contracting Inc

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

EXPLANATION OF CHANGE Change Order # 2

STS LS #7: Remove existing pump discharge manhole and replace with taller barrel section and new cover: \$7,746. Install crushed concrete for traffic surface gravel: \$810. Install electrical breaker and associated wiring for pump motor condensation heaters: \$6,712.42.

STS LS #28: Raise control panel to match top of sheet pile elevation: \$9,024.35.

Section	Line No	Item Description	Unit	Orig Cont Qty	Prev C/O Qty	Prev Cont Qty	Curr C/O Qty	Tot Cont Qty	Unit Price (\$)	C/O Ext Price (\$)
SITE #1 (STS LS #7)	10	Sediment Control Log 6" to 8" Dia	LF	60		60	-60	0	\$6.00	-\$360.00
		SITE #1 (STS LS #7) Sub Total								-\$360.00
Change Order 2	20	Modify Manhole	EA	0		0	1	1	\$7,746.00	\$7,746.00
	21	Modify Lift Station Electrical	LS	-1	1	0	1	1	\$6,712.42	\$6,712.42
	22	Modify Lift Station Electrical	LS	-1	1	0	1	1	\$9,024.35	\$9,024.35
	23	F&I Crushed Conc - 4" Thick	SY	0		0	18	18	\$45.00	\$810.00
		Change Order 2 Sub Total								\$24,292.77

Summary

Source Of Funding	Storm Sewer Utility
Net Amount Change Order # 2 (\$)	\$23,932.77
Previous Change Orders (\$)	\$13,880.37
Original Contract Amount (\$)	\$1,323,620.00
Total Contract Amount (\$)	\$1,361,433.14

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

APPROVED
For Contractor
Title

Steve Cove
Key Contracting
VP

APPROVED DATE
Department Head
Mayor
Attest

THC

REPORT OF ACTION

PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

Improvement District No. BN-25-E1

Type: Final Balancing Change Order #4

Location: Selkirk Place 3rd Addition

Date of Hearing: 7/27/2026

<u>Routing</u>	<u>Date</u>
City Commission	8/3/2026
PWPEC File	X
Project File	Tyler Jacobs

The Committee reviewed a communication from Project Manager, Tyler Jacobs, regarding Final Balancing Change Order #4 in the amount of \$38,103.97, which reconciles the final quantities as measured in the field.

Staff is seeking approval of Final Balancing Change Order #4 in the amount of \$38,103.97, which brings the total contract amount to \$6,698,265.56.

On a motion by Brenda Derrig, seconded by Susan Thompson, the Committee voted to recommend approval of Final Balancing Change Order #4 to Dakota Underground.

RECOMMENDED MOTION

Concur with the recommendations of PWPEC and approve Final Balancing Change Order #4 in the amount of \$38,103.97, bringing the total contract amount to \$6,698,265.56 to Dakota Underground.

PROJECT FINANCING INFORMATION:

Recommended source of funding for project: Developer Funds & Special Assessments

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

Yes	No
	N/A
	N/A
	N/A

COMMITTEE

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

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

ATTEST:

C: Kristi Olson


Tom Knakmuhs, P.E.
City Engineer

Memorandum

To: Members of PWPEC
From: Tyler Jacobs, Project Manager
Date: July 23, 2026
Re: Improvement District No. BN-25-E1 – Final Balancing Change Order #4

Background:

Improvement District No. BN-25-E1 is for the new construction of underground utilities, asphalt pavement, streetlights and incidentals on 67th Avenue South from 150 feet East of 32nd Street to 28th Street, on 69th Avenue South from 150 feet West of Belding Drive to 30th Street, on Belding Drive South from 67th Avenue to 69th Avenue, on 32nd Street from 67th Avenue to 69th Avenue, on Selkirik Drive South from 200 feet South of 66th Avenue to 69th Avenue, and on 30th Street South from 67th Avenue to 69th Avenue.

The attached Final Balancing Change Order #4 in the amount of \$38,103.97, reconciles the estimated quantities used in the contract with the final quantities as measured in the field.

The original contract bid price for this project was \$6,399,043.71 and this FBCO will bring the project final amount to \$6,698,265.56 (4.6% Increase). This Improvement District is funded 100% through Special Assessments.

Recommended Motion:

Approve Final Balancing Change Order #4 in the amount of \$38,103.97 to Dakota Underground.

TMJ\klb
Attachments



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

Final Balancing
Change Order

Change Order No 4 **Change Order Date** 7/23/2026
Contractor Dakota Underground Co Inc

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

EXPLANATION OF CHANGE Change Order # 4
FBCO for BN-25-E1

Section	Line No	Item Description	Unit	Orig Cont Qty	Prev C/O Qty	Prev Cont Qty	Curr C/O Qty	Tot Cont Qty	Unit Price (\$)	C/O Ext Price (\$)
67th Ave S - Sanitary Sewer	3	F&I 1-1/4" Trench Found Rock 4" thru 12" Dia	LF	321.77		321.77	-321.77	0	\$0.01	-\$3.22
67th Ave S - Sanitary Sewer Sub Total										-\$3.22
Regional Detention	6	F&I Slope Protection 5" Thick Reinf Conc	SY	232		232	35.38	267.38	\$130.00	\$4,599.40
	8	F&I Rip Rap Rock	CY	685		685	96	781	\$155.00	\$14,880.00
	14	Mulching Type 1 Hydro	SY	34470		34470	21506	55976	\$0.52	\$11,183.12
	16	Seeding Type C	SY	26030		26030	12827	38857	\$0.40	\$5,130.80

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 (\$)
	17	F&I Erosion Control Blanket Type 3	SY	9410		9410	680	10090	\$2.45	\$1,666.00
	18	Sediment Control Log 6" to 8" Dia	LF	5895		5895	-5079	816	\$3.00	-\$15,237.00
	19	F&I Turf Reinf Mat Type 2	SY	2400		2400	53	2453	\$78.00	\$4,134.00
Regional Detention Sub Total										\$26,356.32
Bike Trail	25	F&I Shared Use Path 5" Thick Reinf Conc	SY	3345		3345	-196	3149	\$69.00	-\$13,524.00
Bike Trail Sub Total										-\$13,524.00
Change Order 1	29	F&I Restr Joint Pipe C900 DR 18 - 12" Dia PVC	LF	-42	0	520	-42	478	\$62.67	-\$2,632.14
	40	Special Bid Item B	LS	1.2999999999999998	0	0.9999999999999998	1.3	2.3	\$5,154.60	\$6,700.98
Change Order 1 Sub Total										\$4,068.84
Change Order 2	44	F&I Pipe 12" Dia	LF	-1	0	115	-1	114	\$62.15	-\$62.15

Section	Line No	Item Description	Unit	Orig Cont Qty	Prev C/O Qty	Prev Cont Qty	Curr C/O Qty	Tot Cont Qty	Unit Price (\$)	C/O Ext Price (\$)
67th Ave S - Cass Rural Water	45	Rem & Repl Shared Use Path 5" Thick Reinf Conc	SY	-25	0	71	-25	46	\$84.00	-\$2,100.00
	Change Order 2 Sub Total									-\$2,162.15
	49	F&I 1-1/4" Trench Found Rock 4" thru 12" Dia	LF	317		317	-317	0	\$0.01	-\$3.17
	52	F&I Pipe C900 DR 18 - 12" Dia PVC	LF	912.81	0	1395.19	-477.19	918	\$70.00	-\$33,403.30
	54	F&I Gate Valve 12" Dia	EA	3	0	5	-1	4	\$5,400.00	-\$5,400.00
	55	F&I Hydrant Ext. 6" High	EA	1		1	1	2	\$1,150.00	\$1,150.00
	57	F&I Hydrant Ext. 18" High	EA	1		1	-1	0	\$1,400.00	-\$1,400.00
	67th Ave S - Cass Rural Water Sub Total									-\$39,056.47
67th Ave S - Storm Sewer	65	F&I Rip Rap Rock	CY	75		75	-28	47	\$125.00	-\$3,500.00
67th Ave S - Storm Sewer Sub Total									-\$3,500.00	
67th Ave S - Paving	73	Subcut	CY	600	0	510	-10	500	\$5.00	-\$50.00

Section	Line No	Item Description	Unit	Orig Cont Qty	Prev C/O Qty	Prev Cont Qty	Curr C/O Qty	Tot Cont Qty	Unit Price (\$)	C/O Ext Price (\$)
	74	Subgrade Preparation	SY	6313.9	0	5866	-169.1	5696.9	\$1.50	-\$253.65
	75	F&I Woven Geotextile	SY	5494.9	0	5866	-169.1	5696.9	\$1.70	-\$287.47
	76	F&I Class 5 Agg - 8" Thick	SY	5494.9	0	5866	-169.1	5696.9	\$12.00	-\$2,029.20
	77	F&I Edge Drain 4" Dia PVC	LF	3170	0	3048	-122	2926	\$8.00	-\$976.00
	78	F&I Curb & Gutter Standard (Type II)	LF	3170	0	2922	4	2926	\$26.00	\$104.00
	80	F&I Sidewalk 4" Thick Reinf Conc	SY	716		716	-8	708	\$65.00	-\$520.00
	81	F&I Sidewalk 6" Thick Reinf Conc	SY	15		15	-0.8	14.2	\$80.00	-\$64.00
	82	Remove Sidewalk All Thicknesses All Types	SY	20		20	30	50	\$20.00	\$600.00
	83	F&I Shared Use Path 5" Thick Reinf Conc	SY	1553		1553	20.9	1573.9	\$69.00	\$1,442.10

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 (\$)
	84	F&I Shared Use Path 6" Thick Reinf Conc	SY	40		40	12	52	\$88.00	\$1,056.00
	85	F&I Det Warn Panels Cast Iron	SF	144		144	-32	112	\$60.00	-\$1,920.00
	86	F&I Asphalt Pavement FAA 43 w/ PG58H-34	Ton	1980.23	0	1923	-88.77	1834.23	\$80.00	-\$7,101.60
	87	Casting to Grade - Blvd	EA	2		2	3	5	\$400.00	\$1,200.00
	88	Casting to Grade - no Conc	EA	2		2	6	8	\$800.00	\$4,800.00
	90	Mulching Type 1 Hydro	SY	958		958	3604	4562	\$0.52	\$1,874.08
	91	Seeding Type C	SY	958		958	3604	4562	\$0.40	\$1,441.60
	67th Ave S - Paving Sub Total									-\$684.14
67th Ave S - Signing	100	F&I Sign Assembly	EA	2		2	5	7	\$42.00	\$210.00
	101	F&I Sign Assembly & Anchor	EA	2		2	7	9	\$220.00	\$1,540.00

Section	Line No	Item Description	Unit	Orig Cont Qty	Prev C/O Qty	Prev Cont Qty	Curr C/O Qty	Tot Cont Qty	Unit Price (\$)	C/O Ext Price (\$)
	102	F&I Diamond Grade Cubed	SF	25		25	-4.5	20.5	\$11.25	-\$50.63
	103	F&I High Intensity Prismatic	SF	25		25	-2.99	22.01	\$9.60	-\$28.70
67th Ave S - Signing Sub Total										\$1,670.67
Sanitary Sewer	107	F&I 1-1/4" Trench Found Rock 4" thru 12" Dia	LF	5118		5118	-5118	0	\$0.01	-\$51.18
	109	F&I Pipe SDR 26 - 6" Dia PVC	LF	7384		7384	634	8018	\$27.00	\$17,118.00
Sanitary Sewer Sub Total										\$17,066.82
Cass Rural Water	113	F&I Fittings C153 Ductile Iron	LB	953		953	196	1149	\$13.00	\$2,548.00
	117	F&I Pipe C900 DR 18 - 8" Dia PVC	LF	5094		5094	-10	5084	\$38.00	-\$380.00
	120	F&I Hydrant Ext. 6" High	EA	1		1	-1	0	\$1,150.00	-\$1,150.00
	121	F&I Hydrant Ext. 12" High	EA	1		1	-1	0	\$1,220.00	-\$1,220.00
	122	F&I Hydrant Ext. 18" High	EA	1		1	-1	0	\$1,400.00	-\$1,400.00

Section	Line No	Item Description	Unit	Orig Cont Qty	Prev C/O Qty	Prev Cont Qty	Curr C/O Qty	Tot Cont Qty	Unit Price (\$)	C/O Ext Price (\$)
	123	F&I Pipe 1" Dia Water Service	LF	6880		6880	478	7358	\$18.00	\$8,604.00
									Cass Rural Water Sub Total	\$7,002.00
Storm Sewer	131	F&I Inlet - Round (RDI) Reinf Conc	EA	20	0	20	1	21	\$1,700.00	\$1,700.00
	136	F&I Pipe 18" Dia	LF	136		136	44	180	\$55.00	\$2,420.00
	140	F&I Pipe 42" Dia	LF	548		548	13	561	\$170.00	\$2,210.00
	141	F&I Pipe w/GB 15" Dia	LF	503		503	-78	425	\$64.00	-\$4,992.00
									Storm Sewer Sub Total	\$1,338.00
Paving	142	F&I Mailbox Pad	EA	7		7	4	11	\$550.00	\$2,200.00
	148	Subcut	CY	100	0	1093	-1093	0	\$5.00	-\$5,465.00
	152	F&I Edge Drain 4" Dia PVC	LF	9775	0	9527	4	9531	\$8.00	\$32.00
	153	F&I Curb & Gutter Mountable (Type I)	LF	9527		9527	4	9531	\$24.00	\$96.00
	154	F&I Pavement 7" Thick Reinf Conc	SY	105		105	65	170	\$95.00	\$6,175.00

Section	Line No	Item Description	Unit	Orig Cont Qty	Prev C/O Qty	Prev Cont Qty	Curr C/O Qty	Tot Cont Qty	Unit Price (\$)	C/O Ext Price (\$)
	155	F&I Sidewalk 4" Thick Reinf Conc	SY	488		488	-9.3	478.7	\$67.00	-\$623.10
	156	F&I Sidewalk 6" Thick Reinf Conc	SY	64		64	-3.8	60.2	\$80.00	-\$304.00
	157	F&I Shared Use Path 5" Thick Reinf Conc	SY	1459		1459	47.1	1506.1	\$69.00	\$3,249.90
	158	F&I Shared Use Path 6" Thick Reinf Conc	SY	37		37	8.5	45.5	\$88.00	\$748.00
	161	Casting to Grade - Blvd	EA	13		13	6	19	\$400.00	\$2,400.00
	162	Casting to Grade - no Conc	EA	15		15	28	43	\$800.00	\$22,400.00
	165	Mulching Type 1 Hydro	SY	13981		13981	2451	16432	\$0.52	\$1,274.52
	168	Temp Construction Entrance	EA	3		3	-2	1	\$0.01	-\$0.02
	169	Inlet Protection - New Inlet	EA	44		44	6	50	\$200.00	\$1,200.00
Paving Sub Total										\$33,383.30

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 (\$)
Signing	178	F&I Sign Assembly	EA	9		9	-8	1	\$42.00	-\$336.00
	181	F&I Diamond Grade Cubed	SF	84		84	-34	50	\$11.25	-\$382.50
	182	F&I High Intensity Prismatic	SF	81.8		81.8	27.76	109.56	\$9.60	\$266.50
Signing Sub Total										-\$452.00
LOMR - Developer Funded	186	Topsoil - Haul	CY	339	8461	6600	2200	8800	\$3.00	\$6,600.00
LOMR - Developer Funded Sub Total										\$6,600.00

Summary

Source Of Funding	Special Assessment, Developer Funded
Net Amount Change Order # 4 (\$)	\$38,103.97
Previous Change Orders (\$)	\$261,117.88
Original Contract Amount (\$)	\$6,399,043.71
Total Contract Amount (\$)	\$6,698,265.56

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

CONTRACT DATES

Current Substantial Completion Date	Current Final Completion Date
7/15/2026	8/14/2026
Additional Days Substantial Completion	Additional Days Final Completion
-58	0
New Substantial Completion Date	New Final Completion Date
5/18/2026	8/14/2026
Interim Completion Dates	

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

REPORT OF ACTION

PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

Improvement District No. PN-26-A1

Type: Change Order #1

Location: Citywide

Date of Hearing: 7/27/2026

Routing	Date
City Commission	<u>8/3/2026</u>
PWPEC File	<u>X</u>
Project File	<u>Jason Hoogland</u>

The Committee reviewed a communication from Senior Project Manager, Jason Hoogland, regarding Change Order #1 in the amount of \$152,201.30 for additional work.

Staff is recommending approval of Change Order #1 in the amount of \$152,201.30, bringing the total contract amount to \$3,004,835.20.

On a motion by Brenda Derrig, seconded by Susan Thompson, the Committee voted to recommend approval of Change Order #1 to Border States Paving.

RECOMMENDED MOTION

Concur with the recommendations of PWPEC and approve Change Order #1 in the amount of \$152,201.30, bringing the total contract amount to \$3,004,835.20 to Border States Paving.

PROJECT FINANCING INFORMATION:

Recommended source of funding for project: Special Assessments

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

COMMITTEE

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

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

ATTEST:

C: Kristi Olson



Tom Knakmuhs, P.E.
City Engineer

Memorandum

To: Members of PWPEC
From: Jason Hoogland, Senior Project Manager
Date: July 24, 2026
Re: Improvement Dist. No. PN-26-A1 – Change Order #1

Background:

Improvement District No. PN-26-A1 is an asphalt wear course project that provides the final lift of pavement following the initial installation of underground utilities and the roadway section. During the original construction, utility trenches are backfilled with virgin materials. Due to the nature of the native clay soils in Fargo, settlement occurs over time as these materials consolidate. This project corrects those settlements and places the final asphalt wear course on recently constructed streets throughout the City.

The project consists of work in six separate areas across the City of Fargo. Border States Paving is the Prime Contractor.

Change Order No. 1 adjusts quantities for several bid items within Sections 2, 3, 4, and 5 and adds a new sidewalk bid item to Section 4. During construction, it was determined that additional curb repairs were necessary in several sections beyond what was originally anticipated.

Change Order No. 1 increases the contract by \$152,201.30. The original contract amount was \$2,852,633.90, resulting in a revised contract total of \$3,004,835.20. Funding for this project is provided entirely through Special Assessments.

The net increase by project section is as follows:

- Section 2: \$43,860.00
- Section 3: \$42,751.00
- Section 4: \$49,861.30
- Section 5: \$15,729.00

The contract increases for each section are expected to have only a minimal impact on the estimated special assessments previously mailed to the affected property owners.

Recommended Motion:

Staff recommends approval of Change Order No. 1 for Improvement District No. PN-26-A1 in the amount of \$152,201.30.



CHANGE ORDER REPORT
ASPHALT WEAR COURSE
IMPROVEMENT DISTRICT NO. PN-26-A1
SETER PKWY S, COTTAGEWOOD, THE PINES, PRAIRIE FARMS, MADELYN'S
MEADOWS, & EAGLE POINTE

Change Order No 1 **Change Order Date** 6/4/2026
Contractor Border States Paving Inc

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

EXPLANATION OF CHANGE Change Order # 1

Add bid items for sidewalk replacement in Section 4 and add quantity for curb replacement in other sections of the project.

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 (\$)
Section 2	24	Rem & Repl Curb & Gutter	LF	1000		1000	600	1600	\$73.10	\$43,860.00
Section 2 Sub Total										\$43,860.00
Section 3	48	Rem & Repl Curb & Gutter	LF	1500		1500	600	2100	\$73.10	\$43,860.00
Section 3 Sub Total										\$43,860.00
Section 4	68	Rem & Repl Curb & Gutter	LF	1000		1000	1067	2067	\$73.10	\$77,997.70
	69	Rem & Repl Pavement 6" Thick Reinf Conc	SY	20		20	-20	0	\$207.00	-\$4,140.00
	72	F&I Det Warn Panels Cast Iron	SF	18		18	66	84	\$63.10	\$4,164.60
	73	F&I Asphalt Pavement FAA 43 w/ PG58H-34	Ton	3270		3270	-570	2700	\$77.00	-\$43,890.00
Section 4 Sub Total										\$34,132.30
Section 5	82	Rem & Repl Curb & Gutter	LF	1500		1500	200	1700	\$73.10	\$14,620.00
Section 5 Sub Total										\$14,620.00
Change Order 1	112	Rem & Repl Sidewalk 6" Thick Reinf Conc	SY	0		0	107	107	\$147.00	\$15,729.00
Change Order 1 Sub Total										\$15,729.00

Summary

Source Of Funding

Net Amount Change Order # 1 (\$)

Previous Change Orders (\$)

Original Contract Amount (\$)

Total Contract Amount (\$)

special assessments

\$152,201.30

\$0.00

\$2,852,633.90

\$3,004,835.20

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

APPROVED		APPROVED DATE	
For Contractor	Matt Ketterling Digitally signed by Matt Ketterling DN: cn=US, email=ketterling@borderstatespaving.com, c=US, o=Matt Ketterling Date: 2026.07.13 10:25:06-05'00'	Department Head	TICEE
Title	Project Manager	Mayor	
		Attest	

COVER SHEET
CITY OF FARGO PROJECTS

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

Exact, full name of Improvement District as it will appear in the Contract:

Paving and Utility Rehab/Reconstruction

Improvement District No. BR-23-A

Call For Bids August 3, 2026

Advertise Dates August 12 & 19, 2026

Bid Opening Date September 25 (NDDOT), 2026

Substantial Completion Date September 29, 2028

Final Completion Date October 29, 2028

N/A PWPEC Report (Part of 2026 CIP)

X Engineer's Report (Attach Copy)

N/A Direct City Auditor to Advertise for Bids (to be bid by NDDOT)

N/A Bid Quantities (Attach Copy for Auditor's Office Only)

X Notice to Property Owners (Doug Durgin)

N/A Supplemental Funding Language Included

Project Engineer Shane Geraghty

Phone No. 701-241-1571

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

X Create District (Attach Copy of Legal Description)

X Order Plans & Specifications

X Approve Plans & Specifications

X Adopt Resolution of Necessity

N/A Approve Escrow Agreement (Attach Copy for Commission Office Only)

X Assessment Map (Attach Copy for Auditor's Office Only)

ENGINEER'S REPORT
PAVING AND UTILITY REHAB/RECONSTRUCTION
IMPROVEMENT DISTRICT NO. BR-23-A

Nature & Scope

The project is on Main Avenue from 25th Street to University Drive.

This project is for pavement reconstruction of Main Avenue. It will upgrade the existing infrastructure by replacing the existing concrete pavement, curb and gutter, the water distribution system, sanitary sewer system, storm sewer system, sidewalk, make intersection improvements and incidentals.

Purpose

This project is necessary because Main Avenue is an arterial street that services Fargo and is part of the NDDOT Regional Highway System. The existing street section is deteriorated and in need of replacement. The sewer and water main replacement portions of the project will replace deteriorated mains and service piping that will be located under the new street section.

Funding for the project will consist of Federal Highway Funds from the NDDOT's Regional Highway System, State Funds, Infrastructure Sales Tax, Storm Sewer Utility Funds, Waste Water Utility Funds, Water Utility Funds, and Special Assessments.

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 \$ 36,458,779.75. The cost breakdown is as follows:

Paving:	\$ 21,593,478.25
Amount Federally Funded	\$ 17,475,601.95
Amount State Funded	\$ 1,958,528.48
Amount Locally Funded	\$ 2,159,347.83
Plus 4% Administration Fee:	\$ 86,373.91
Plus 3% Legal Fee:	\$ 64,780.43
Plus 4% Interest Fee:	\$ 86,373.91
Plus 5% Contingency:	\$ 107,967.39
Total Estimated Cost:	\$ 2,504,843.48
Special Assessments	\$ 2,504,843.48

Paving (100% Local):	-	\$ 1,742,717.00
Amount Federally Funded		\$ -
Amount State Funded		\$ -
Amount Locally Funded		\$ 1,742,717.00
Plus 4% Administration Fee:		\$ 69,708.68
Plus 3% Legal Fee:		\$ 52,281.51
Plus 4% Interest Fee:		\$ 69,708.68
Plus 5% Contingency:		\$ 87,135.85
Total Estimated Cost:		\$ 2,021,551.72
Special Assessments		\$ 1,212,931.03
Sales Tax		\$ 808,620.69

Storm Sewer	-	\$ 5,950,539.50
Amount Federally Funded		\$ 4,322,471.89
Amount State Funded		\$ 484,373.92
Amount Locally Funded		\$ 1,143,693.69
Plus 4% Administration Fee:		\$ 45,747.75
Plus 3% Legal Fee:		\$ 34,310.81
Plus 4% Interest Fee:		\$ 45,747.75
Plus 5% Contingency:		\$ 57,184.68
Total Estimated Cost:		\$ 1,326,684.68
Special Assessments - Remaining Paving Cap		\$ 728,094.79
Storm Utility		\$ 598,589.89

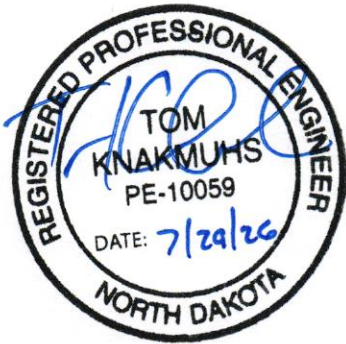
Sanitary Sewer	-	\$ 3,698,350.34
Amount Federally Funded		\$ -
Amount State Funded		\$ -
Amount Locally Funded		\$ 3,698,350.34
Plus 4% Administration Fee:		\$ 147,934.01
Plus 3% Legal Fee:		\$ 110,950.51
Plus 4% Interest Fee:		\$ 147,934.01
Plus 5% Contingency:		\$ 184,917.52
Total Estimated Cost:		\$ 4,290,086.39
Special Assessments - Local Cap		\$ 345,764.76
Waste Water Utility		\$ 3,944,321.63

Water Main	-	\$ 3,473,694.66
Amount Federally Funded		\$ -
Amount State Funded		\$ -
Amount Locally Funded		\$ 3,473,694.66
Plus 4% Administration Fee:		\$ 138,947.79
Plus 3% Legal Fee:		\$ 104,210.84
Plus 4% Interest Fee:		\$ 138,947.79
Plus 5% Contingency:		\$ 173,684.73
Total Estimated Cost:		\$ 4,029,485.81
Special Assessments - Local Cap		\$ 351,662.90
Water Utility		\$ 3,677,822.91

Miscellaneous Costs	-	
NDDOT 10% Engineering Fee:		\$ 3,645,877.98
Outside Engineering (Design):		\$ 375,989.00
Outside Engineering (Inspect):		\$ 350,000.00
Total Miscellaneous Costs:		\$ 4,371,866.98
Federal Funds		\$ 2,179,807.38
State Funds		\$ 244,290.24
Waste Water Utility		\$ 973,884.68
Water Utility		\$ 973,884.68

Project Funding Summary		
	-	
Federal Funds	56.04%	\$ 23,977,881.22
State Funds	6.28%	\$ 2,687,192.64
Special Assessments	12.02%	\$ 5,143,296.96
Storm Utility	1.40%	\$ 598,589.89
Waste Water Utility	11.50%	\$ 4,918,206.31
Water Utility	10.87%	\$ 4,651,707.58
Sales Tax	1.89%	\$ 808,620.69
Total Estimated Project Cost		\$ 42,785,495.29

We believe this project to be cost effective.





Tom Knakmuhs, P.E.
City Engineer



CITY OF FARGO
ENGINEERING DEPARTMENT

LOCATION & COMPRISING
PAVING AND UTILITY REHAB/RECONSTRUCTION
IMPROVEMENT DISTRICT NO. BR-23-A

LOCATION:

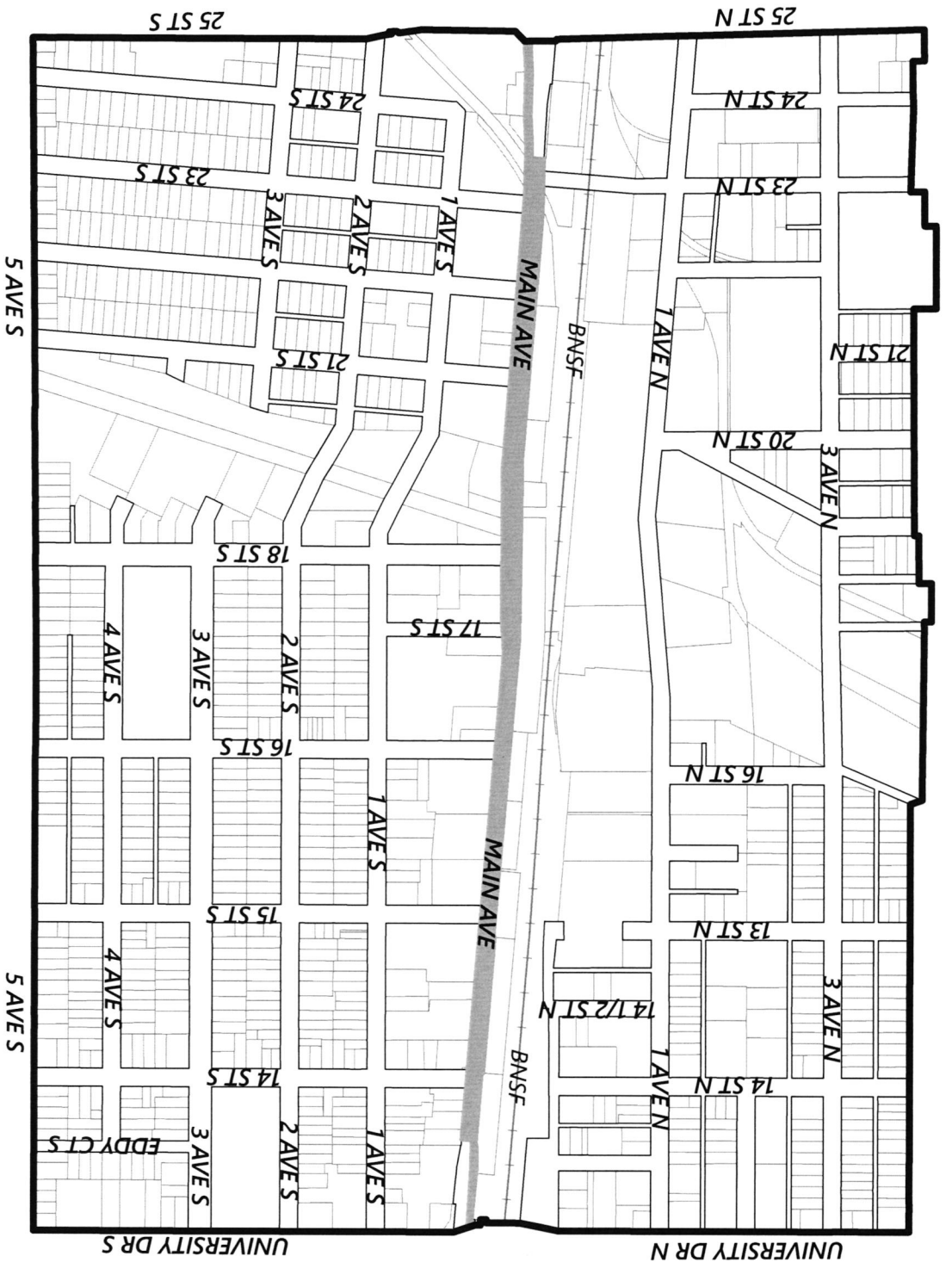
On Main Avenue from 25th Street to University Drive.

COMPRISING:

The area is bounded by 25th Street on the west, 4th Avenue North on the north, University Drive on the east, and 5th Avenue South on the 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.



 PROJECT AREA
 SPECIAL ASSESSMENT DISTRICT BOUNDARY

CITY OF FARGO
ENGINEERING DEPARTMENT
LOCATION & ASSESSMENT AREA
CONCRETE PAVING AND UTILITY REHAB RECONSTRUCTION
IMPROVEMENT DISTRICT NO. BR-23-A

COVER SHEET
CITY OF FARGO PROJECTS

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

Exact, full name of Improvement District as it will appear in the Contract:

Paving and Utility Rehab/Reconstruction

Improvement District No. BR-26-G

Call For Bids August 3, 2026

Advertise Dates August 12 & 19, 2026

Bid Opening Date October 9 (NDDOT), 2026

Substantial Completion Date September 29, 2027

Final Completion Date October 29, 2027

X PWPEC Report (Approved by City Commission on 11/24/2025)

X Engineer's Report (Attach Copy)

N/A Direct City Auditor to Advertise for Bids (to be bid by NDDOT)

N/A Bid Quantities (Attach Copy for Auditor's Office Only)

X Notice to Property Owners (Doug Durgin)

N/A Supplemental Funding Language Included

Project Engineer Jason Leonard

Phone No. 701-241-1571

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

X Create District (Attach Copy of Legal Description)

X Order Plans & Specifications

X Approve Plans & Specifications

X Adopt Resolution of Necessity

N/A Approve Escrow Agreement (Attach Copy for Commission Office Only)

X Assessment Map (Attach Copy for Auditor's Office Only)

ENGINEER'S REPORT
PAVING AND UTILITY REHAB/RECONSTRUCTION
IMPROVEMENT DISTRICT NO. BR-26-G

Nature & Scope

The project is on 17th Avenue South from 25th Street to University Drive.

This project is for pavement reconstruction of 17th Avenue South. It will upgrade the existing infrastructure by replacing the existing pavement, curb and gutter, water distribution system, sanitary sewer system, storm sewer system, sidewalk and incidentals.

Purpose

This project is necessary because 17th Avenue South is a principal arterial roadway that serves the City of Fargo. The existing roadway has deteriorated and needs full reconstruction. The project includes the replacement of deteriorated sanitary sewer and water main infrastructure, along with associated service lines, which will be located beneath the reconstructed roadway. In addition, the existing storm sewer system will be upgraded to provide increased capacity and improve overall stormwater conveyance.

Funding for the project will consist of Federal Surface Transportation Block Grant and Carbon Reduction Program Funds from the NDDOT, Infrastructure Sales Tax, Street Light Utility Funds, Storm Sewer Utility Funds, Waste Water Utility Funds, Water Utility Funds and Special Assessments.

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 \$10,497,547.00. The cost breakdown is as follows:

Paving:	-	\$ 6,167,167.00
Amount Federally Funded		\$ 4,127,473.38
Amount Locally Funded		\$ 2,039,693.62
Plus 4% Administration Fee:		\$ 81,587.74
Plus 3% Legal Fee:		\$ 61,190.81
Plus 4% Interest Fee:		\$ 81,587.74
Plus 10% Contingency:		\$ 203,969.36
Total Estimated Cost:		\$ 2,468,029.28
Special Assessments		\$ 2,468,029.28

Shared Use Path - Carbon Reduction Funding:	\$	733,940.00
Amount Federally Funded	\$	647,000.00
Amount Locally Funded	\$	86,940.00
Plus 4% Administration Fee:	\$	3,477.60
Plus 3% Legal Fee:	\$	2,608.20
Plus 4% Interest Fee:	\$	3,477.60
Plus 10% Contingency:	\$	8,694.00
Total Estimated Cost:	\$	105,197.40
Special Assessments - Remaining Paving Cap	\$	19,286.97
Sales Tax	\$	85,910.43

Storm Sewer	-	\$	1,103,410.00
Amount Federally Funded		\$	693,488.94
Amount Locally Funded		\$	409,921.06
Plus 4% Administration Fee:		\$	16,396.84
Plus 3% Legal Fee:		\$	12,297.63
Plus 4% Interest Fee:		\$	16,396.84
Plus 10% Contingency:		\$	40,992.11
Total Estimated Cost:		\$	496,004.48
Storm Utility		\$	496,004.48

Sanitary Sewer	-	\$	176,050.36
Amount Federally Funded		\$	-
Amount Locally Funded		\$	176,050.36
Plus 4% Administration Fee:		\$	7,042.01
Plus 3% Legal Fee:		\$	5,281.51
Plus 4% Interest Fee:		\$	7,042.01
Plus 10% Contingency:		\$	17,605.04
Total Estimated Cost:		\$	213,020.93
Special Assessments - Local Cap		\$	47,574.03
Waste Water Utility		\$	165,446.90

Water Main	-	\$ 1,551,944.64
Amount Federally Funded		\$ -
Amount Locally Funded		\$ 1,551,944.64
Plus 4% Administration Fee:		\$ 62,077.79
Plus 3% Legal Fee:		\$ 46,558.34
Plus 4% Interest Fee:		\$ 62,077.79
Plus 10% Contingency:		\$ 155,194.46
Total Estimated Cost:		\$ 1,877,853.02
Special Assessments - Local Cap		\$ 144,883.91
Water Utility		\$ 1,732,969.11

Traffic Signals/Street Lights	-	\$ 765,035.00
Amount Federally Funded		\$ 512,011.69
Amount Locally Funded		\$ 253,023.31
Plus 4% Administration Fee:		\$ 10,120.93
Plus 3% Legal Fee:		\$ 7,590.70
Plus 4% Interest Fee:		\$ 10,120.93
Plus 10% Contingency:		\$ 25,302.33
Total Estimated Cost:		\$ 306,158.21
Traffic Signal/Street Light Utility		\$ 306,158.21

Miscellaneous Costs	-	
Right-of-Way and Easements:		\$ 50,000.00
Utility Relocation		\$ 50,000.00
Outside Engineering:		\$ 1,334,482.00
Incentive		\$ -
Total Miscellaneous Costs:		\$ 1,434,482.00
Traffic Utility		\$ 104,541.46
Storm Utility		\$ 150,780.16
Waste Water Utility		\$ 24,057.15
Water Utility		\$ 212,072.08
Sales Tax		\$ 943,031.15

Project Funding Summary		
Federal - STBG	41.40%	\$ 5,332,974.01
Federal - CRP	5.02%	\$ 647,000.00
Special Assessments	20.80%	\$ 2,679,774.19
Traffic Signal/Street Light Utility	3.19%	\$ 410,699.67
Storm Utility	5.02%	\$ 646,784.64
Waste Water Utility	1.47%	\$ 189,504.05
Water Utility	15.10%	\$ 1,945,041.19
Sales Tax	7.99%	\$ 1,028,941.58
Total Estimated Project Cost		\$ 12,880,719.33

We believe this project to be cost effective.




Tom Knakmuhs, P.E.
City Engineer



CITY OF FARGO
ENGINEERING DEPARTMENT

LOCATION & COMPRISING
PAVING AND UTILITY REHAB/RECONSTRUCTION
IMPROVEMENT DISTRICT NO. BR-26-G

LOCATION:

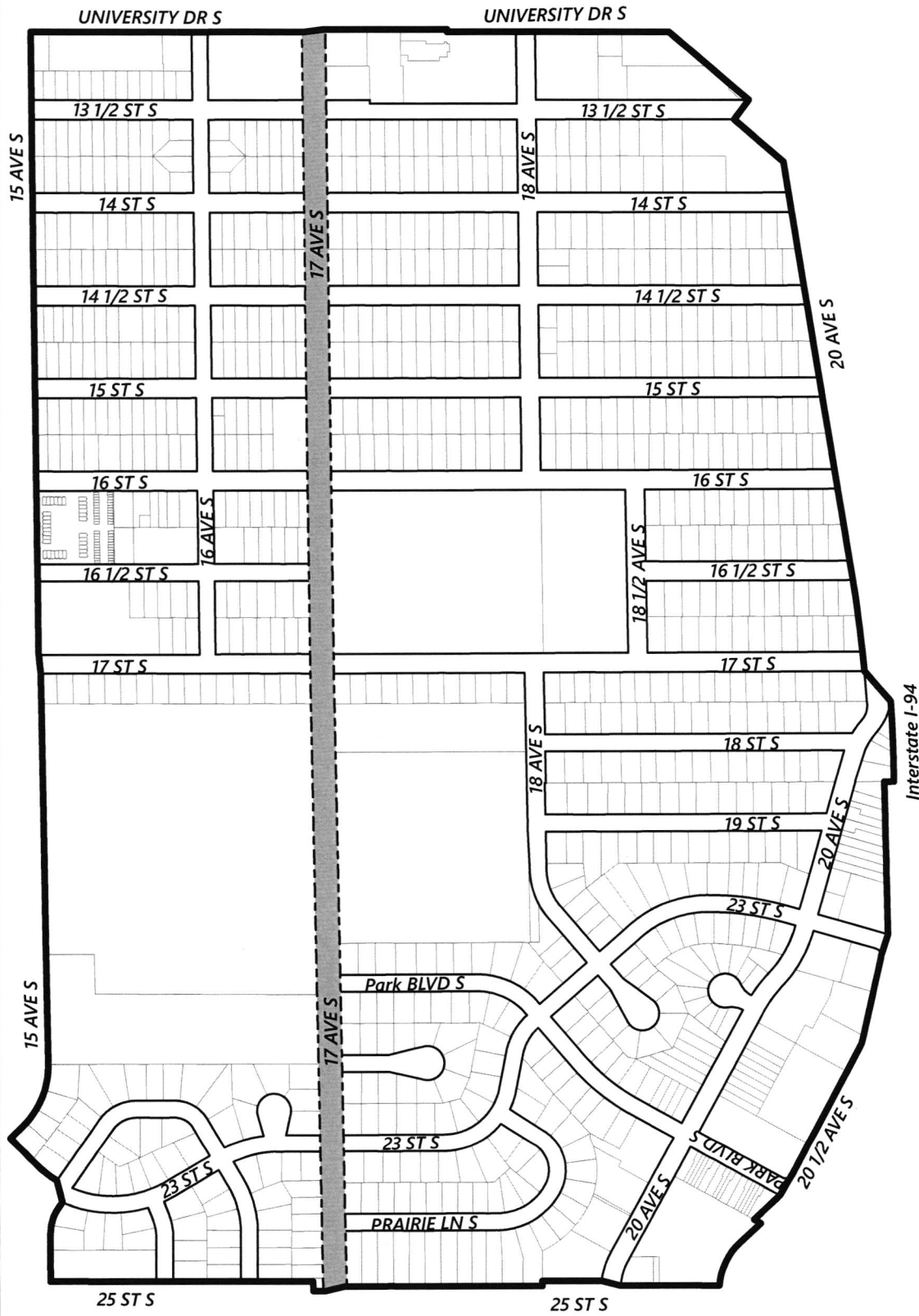
On 17th Avenue South from 25th Street to University Drive.

COMPRISING:

The area is bounded by 25th Street South on the west, 15th Avenue South on the north, University Drive on the east, and Interstate I-94 on the 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-G

PROJECT AREA
SPECIAL ASSESSMENT DISTRICT BOUNDARY





Engineering Department

225 4th Street North

Fargo, ND 58102

Phone: 701.241.1545 | Fax: 701.241.8101

Email: feng@FargoND.gov

www.FargoND.gov

July 29, 2026

Honorable Board of City
Commissioners
City of Fargo
Fargo, ND

Re: Improvement District No. BR-26-D2

Dear Commissioners:

Bids were opened at 11:45 am on Wednesday, July 29, 2026, for Paving and Utility Rehab/Reconstruction, Improvement District No. BR-26-D2, located as follows: On 8th Avenue South from 4th Street South to the east end of 8th Avenue South.

The bids were as follows:

Master Holdings LLC	\$841,390.45
Dakota Underground Co Inc	\$915,454.55
Key Contracting Inc	\$957,370.45
Northern Improvement Co	\$1,162,791.45
Park Construction Company	\$1,508,898.71
Engineers Estimate	\$986,137.25

Private financial security is not needed.

No protests have been received.

This office recommends award of the contract to Master Holdings LLC. in the amount of \$841,390.45 as the lowest and best bid.

Sincerely,

Thomas Knakmuhs, P.E.

City Engineer



Engineer's Statement Of Cost
Improvement District # BR-26-D2
Paving And Utility Rehab/Reconstruction

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

Paving and Utility Rehab/Reconstruction Improvement District # BR-26-D2 of the City of Fargo, North Dakota.

Line	Description	Unit	Quantity	Unit Price (\$)	Amount (\$)
Sanitary Sewer					
1	F&I Manhole 4' Dia Reinf Conc	EA	1.00	15,000.00	15,000.00
2	Remove Manhole	EA	1.00	500.00	500.00
3	Clean Pipe All Sizes All Types	LF	324.00	5.00	1,620.00
4	Connect Pipe to Exist Pipe	EA	1.00	1,000.00	1,000.00
5	Bore Pipe SDR 26 - 6" Dia PVC	LF	50.00	70.00	3,500.00
6	Remove Pipe All Sizes All Types	LF	324.00	15.00	4,860.00
7	F&I Pipe w/GB SDR 26 - 6" Dia PVC	LF	552.00	120.00	66,240.00
8	F&I Pipe w/GB SDR 35 - 12" Dia PVC	LF	324.00	210.00	68,040.00
9	Connect Sewer Service	EA	22.00	2,000.00	44,000.00
Sanitary Sewer Total					204,760.00
Water Main					
10	F&I Fittings C153 Ductile Iron	LB	128.00	22.00	2,816.00
11	F&I Hydrant	EA	1.00	10,000.00	10,000.00
12	Connect Pipe to Exist Pipe	EA	1.00	1,500.00	1,500.00
13	Remove Pipe All Sizes All Types	LF	606.00	10.00	6,060.00
14	F&I Pipe w/GB C900 DR 18 - 6" Dia PVC	LF	5.00	200.00	1,000.00
15	F&I Pipe w/GB C900 DR 18 - 8" Dia PVC	LF	591.00	140.00	82,740.00
16	F&I Gate Valve 6" Dia	EA	1.00	2,900.00	2,900.00
17	F&I Gate Valve 8" Dia	EA	1.00	3,700.00	3,700.00
18	Bore Pipe 1" Dia Water Service	LF	50.00	40.00	2,000.00

Line	Description	Unit	Quantity	Unit Price (\$)	Amount (\$)
19	Bore Pipe 1.5" Dia Water Service	LF	50.00	47.00	2,350.00
20	F&I Pipe w/GB 1" Dia Water Service	LF	732.00	80.00	58,560.00
21	F&I Pipe w/GB 1.5" Dia Water Service	LF	40.00	85.00	3,400.00
22	Rem & Repl CS & Box 1" Dia	EA	20.00	1,400.00	28,000.00
23	Rem & Repl CS & Box 1.5" Dia	EA	4.00	1,600.00	6,400.00
24	Connect Water Service	EA	24.00	900.00	21,600.00
25	Furnish Temp Water Svc	LS	1.00	25,000.00	25,000.00
Water Main Total					258,026.00
Storm Sewer					
26	Repair Manhole Floor & Invert	EA	1.00	1,000.00	1,000.00
27	F&I Inlet - Single Box (SBI) Reinf Conc	EA	2.00	3,700.00	7,400.00
28	Remove Inlet	EA	2.00	100.00	200.00
29	Connect Pipe to Exist Pipe	EA	1.00	500.00	500.00
30	Remove Pipe All Sizes All Types	LF	44.00	10.00	440.00
31	F&I Pipe w/GB SDR 35 - 12" Dia PVC	LF	47.00	110.00	5,170.00
Storm Sewer Total					14,710.00
Paving					
32	Remove Pavement All Thicknesses All Types	SY	2,075.00	21.00	43,575.00
33	F&I Casting Water Service	EA	3.00	200.00	600.00
34	Subgrade Preparation	SY	2,515.00	5.25	13,203.75
35	F&I Woven Geotextile	SY	2,515.00	1.90	4,778.50
36	F&I Class 5 Agg - 8" Thick	SY	2,515.00	14.00	35,210.00
37	F&I Edge Drain 4" Dia PVC	LF	1,232.00	10.00	12,320.00
38	F&I Curb & Gutter Standard (Type II)	LF	1,243.00	37.00	45,991.00
39	Remove Curb & Gutter	LF	1,245.00	5.00	6,225.00
40	F&I Sidewalk 4" Thick Reinf Conc	SY	618.00	75.00	46,350.00
41	Remove Sidewalk All Thicknesses All Types	SY	632.00	7.00	4,424.00
42	F&I Driveway 6" Thick Reinf Conc	SY	415.00	82.00	34,030.00
43	Remove Driveway All Thicknesses All Types	SY	368.00	10.00	3,680.00
44	F&I Asphalt Pavement FAA 43 w/ PG58H-34	Ton	686.00	125.00	85,750.00
45	Rem & Repl Casting - Self Leveling	EA	1.00	2,000.00	2,000.00
46	Casting to Grade - w/Conc	EA	2.00	450.00	900.00
47	Casting to Grade - no Conc	EA	2.00	250.00	500.00
48	GV Box to Grade - Blvd	EA	1.00	150.00	150.00
49	GV Box to Grade - w/Conc	EA	1.00	250.00	250.00

Line	Description	Unit	Quantity	Unit Price (\$)	Amount (\$)
Paving Total					339,937.25
Signing					
50	F&I Sign Assembly	EA	2.00	120.00	240.00
51	F&I Sign Assembly & Anchor	EA	5.00	200.00	1,000.00
52	F&I Diamond Grade Cubed	SF	6.13	40.00	245.20
53	F&I High Intensity Prismatic	SF	15.30	40.00	612.00
Signing Total					2,097.20
Landscaping					
54	Mulching Type 1 Hydro	SY	2,400.00	3.20	7,680.00
55	Seeding Type C	SY	2,400.00	1.10	2,640.00
56	Weed Control Type B	SY	2,400.00	0.10	240.00
57	Tree Protection	EA	27.00	100.00	2,700.00
58	Irrigation Repair	EA	5.00	925.00	4,625.00
Landscaping Total					17,885.00
Erosion Control					
59	Stormwater Management	LS	1.00	1,000.00	1,000.00
60	Temp Construction Entrance	EA	1.00	500.00	500.00
61	Inlet Protection - New Inlet	EA	2.00	275.00	550.00
62	Inlet Protection - Existing Inlet	EA	7.00	275.00	1,925.00
Erosion Control Total					3,975.00
Total Construction in \$					841,390.45
Engineering				10.00%	84,139.05
Admin				4.00%	33,655.62
Legal				3.00%	25,241.71
Interest				4.00%	33,655.62
Contingency				5.00%	42,069.52
Total Estimated Costs					1,060,151.97
Special Assessments					222,160.28
Utility Funds - Wastewater - 521					275,068.26
Utility Funds - Water - 501					320,332.88
Sales Tax Funds - Infrastructure - 420					233,323.25
Utility Funds - Stormwater - 524					9,267.30
Unfunded Costs					0.00

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



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

Thomas Knakmuhs, P.E.
City Engineer

**RESOLUTIONS PERTAINING TO IMPROVEMENT DISTRICT NO. BR-26-D
PAVING AND UTILITY REHAB/RECONSTRUCTION
Determining Insufficiency of Protests**

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

WHEREAS, The Board of City Commissioners of the City of Fargo, North Dakota (the "Board"), has created by resolution Improvement District No. BR-26-D (the "Improvement District") in the City of Fargo, North Dakota (the "City"), as required by North Dakota Century Code, Chapter 40-22 (the "Act"); and

WHEREAS, the Plans and Specifications and the Engineer's Report prepared by the City Engineer, have been considered, as required by the Act; and

WHEREAS, the City has caused the resolution of necessity for the project relating to the Improvement District (the "Resolution") to be published once each week for two consecutive weeks in the official newspaper of the City, as required by the Act; and

WHEREAS, the Act provides that, if within thirty days after the first publication of the Resolution the owners of any property within the Improvement District file written protests describing the property which is the subject of the protest with the city auditor protesting against the adoption of said Resolution, the Board, at its next meeting after the expiration of the time for filing such protests, shall hear and determine the sufficiency thereof; and

WHEREAS, thirty days have passed since the date of the first publication of the Resolution and the time for filing protests has expired;

NOW THEREFORE BE IT RESOLVED, that the Board hereby finds that the written protests received are insufficient to bar any of the proceedings relating to the project in the Improvement District.

C E R T I F I C A T E

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

I, Susan Thompson, the duly appointed, qualified and acting City Auditor of the City of Fargo, North Dakota do hereby certify that the foregoing is a full, true and correct copy of the resolution adopted by the Board of City Commissioners of the City of Fargo at the Regular Meeting of the Board held on the 3rd day of August, 2026.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the Seal of the City of Fargo, North Dakota, this 3rd day of August, 2026.

Susan Thompson
City Auditor

(SEAL)

COVER SHEET
CITY OF FARGO PROJECTS

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

Exact, full name of Project as it will appear in the Contract:

Alley Paving

Improvement District No. AN-26-D

Call For Bids N/A

Advertise Dates August 12 & 19, 2026

Bid Opening Date N/A

Substantial Completion Date N/A

Final Completion Date N/A

N/A PWPEC Report

N/A Engineer's Report (Attach Copy)

N/A Direct City Auditor to Advertise for Bids

N/A Bid Quantities (Attach Copy for Auditor's Office Only)

X Notice to Property Owners (Doug Durgin)

N/A Supplemental Funding Language Included

Project Engineer Rick Larson

Phone No. (701) 241-1555

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

X Create District (Attach Copy of Legal Description)

N/A Order Plans & Specifications

N/A Approve Plans & Specifications

X Adopt Resolution of Necessity

N/A Approve Escrow Agreement (Attach Copy for Commission Office Only)

X Assessment Map (Attach Copy for Auditor's Office Only)

Northern Pacific Ave N



PROJECT AREA



SPECIAL ASSESSMENT DISTRICT BOUNDARY

CITY OF FARGO

ENGINEERING DEPARTMENT

LOCATION & ASSESSMENT AREA

PAVING AND UTILITY REHAB/RECONSTRUCTION

IMPROVEMENT DISTRICT NO. AN-26-D

REPORT OF ACTION

PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

Project No. MS-25-A0

Type: Contract Amendment #1

Location: Former Mid-America Steel Site

Date of Hearing: 7/27/2026

<u>Routing</u>	<u>Date</u>
City Commission	8/3/2026
PWPEC File	X
Project File	Tom Knakmuhs

The Committee reviewed the accompanying correspondence from City Engineer, Tom Knakmuhs, regarding Contract Amendment #1 in the amount of \$2,200.00 for additional work.

Staff is recommending approval of Contract Amendment #1 in the amount of \$2,200.00, bringing the total contract amount to \$42,200.00.

On a motion by Brenda Derrig, seconded by Susan Thompson, the Committee voted to recommend approval of Contract Amendment #1 to SRF Consulting.

RECOMMENDED MOTION

Concur with the recommendations of PWPEC and approve Contract Amendment #1 in the amount of \$2,200.00, bringing the total contract amount to \$42,200.00 to SRF Consulting.

PROJECT FINANCING INFORMATION:

Recommended source of funding for project: Riverfront TIF

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

COMMITTEE

	Present	Yes	No	Unanimous
				☒
Josh Bosch, Mayor	☐	☐	☐	
Nicole Crutchfield, Director of Planning	☒	☒	☐	Mark Williams
Gary Lorenz, Fire Chief	☒	☒	☐	
Brenda Derrig, Assistant City Administrator	☒	☒	☐	
Ben Dow, Director of Operations	☒	☒	☐	
Tom Knakmuhs, City Engineer	☒	☒	☐	
Susan Thompson, Finance Director	☒	☒	☐	

ATTEST:

C: Kristi Olson


 Tom Knakmuhs, P.E.
 City Engineer

Memorandum

To: Members of PWPEC
From: Tom Knakmuhs, City Engineer
Date: July 22, 2026
Re: Project No. MS-25-A0 - Contract Amendment #1 with SRF Consulting for Former Mid-America Steel Site

Background:

On June 2, 2025, the Public Works Projects Evaluation Committee (PWPEC) approved Step 1 of 4 with SRF Consulting (SRF) for work related to site improvements at the Former Mid-America Steel site. The approved scope of services was limited to \$40,000 and included due diligence, coordination, and planning.

In late June, the U.S. Environmental Protection Agency (EPA) encouraged the City to apply for a Land Revitalization Technical Assistance (LRTA) project for the Former Mid-America Steel site. Because the application required a very short turnaround, the City requested SRF's assistance in gathering information and preparing the application, which was submitted on July 10.

The attached contract amendment increases SRF's scope of services by \$2,200, resulting in a revised contract amount of \$42,200.

Additionally, the City has been notified by the EPA that its LRTA application was approved.

Recommended Motion:

Approve Contract Amendment #1 with SRF Consulting in the amount of \$2,200, increasing the total contract amount to \$42,200.

TAK/klb

Attachment:
Contract Amendment #1 – EPA LRTA Application Assistance (SRF Consulting)



SRF 14923.00

July 22, 2026

Tom Knakmuhs – City Engineer
City of Fargo
225 4th Street North
Fargo, ND 5810
TKnakmuhs@FargoND.gov

Subject: **Contract Amendment #01 – EPA LRTA Letter Assistance
Former Mid-America Steel Site - Fargo, ND (MS-25-A0)**

Dear Tom Knakmuhs:

Based on your request, SRF Consulting Group, Inc. (SRF) is pleased to submit this amendment to provide professional services, as described below. This amendment adheres to the terms and conditions per the original contract, noted per the **SRF Proposal for Engineering Professional Services involving – Former Mid-America Steel Site, Fargo, ND, dated May 15, 2025, (fully authorized on 06-23-2025).**

Contract Amendment #01 – EPA LRTA Letter Assistance

Amendment Scope

- Scope
 - EPA LRTA Letter Assistance
 - *Overview* – City of Fargo has received a request from the United States Environmental Protection Agency (EPA) involving some potential assistance through their Land Revitalization Technical Assistance (LRTA) program. Due to SRF's (and Braun) project experience, it was more applicable to have SRF provide a letter response to better summarize the project and the technical assistance request response. The City would use this letter to supplement further communication to the EPA on the subject.
 - *Communications* – Provide email, phone, and meeting communication with city staff to assess and understand the requested items and info in the response letter.
 - *Letter Assistance* – Provide a letter on SRF letterhead providing responses to EPA on the LRTA program.
 - *Assumptions* – As listed below:
 - City to provide final letter and communications with United States Environmental Protection Agency.

www.srfconsulting.com

1 North Second Street, Suite 102 | Fargo, ND 58102 | 701.237.0010
Equal Employment Opportunity / Affirmative Action Employer

- Services and fees as stated in this document, SRF has the right to increase fee for additional services as approved by owner.
- *Invoicing* – SRF to invoice per standard monthly invoicing.
- *Expenses* – No expenses.
- *Deliverables* – Letter to the City providing response to the EPA inquiries, in both PDF and DOC electronic file format.
- *Budget Fee and Hours* – Includes up to 9 total hours, with fee listed in the table below.

Amendment Schedule

- July 2026

Amendment Fee Summary

Amendment #1 – EPA LRTA Letter Assistance summary is as follows (with current budget):

Task	Current Contract	Change (Amendment 1)	Total Revised Contract Amount
Meetings	\$10,000	\$0	\$10,000
Project Planning	\$15,300	\$0	\$15,300
Expenses	\$100	\$0	\$100
Subconsultant (Braun)	\$14,600	\$0	\$14,600
EPA LRTA Letter Assistance	\$0	\$2,200	\$2,200
Totals	\$40,000	\$2,200	\$42,200

Contract Summary

The overall project financial contractual summary is as follows:

Amendment #1 – EPA LRTA Letter Assistance	\$ 2,200
<u>Original Contract (Previous)</u>	<u>\$ 40,000</u>
Total Authorized Amount	\$ 42,200

Acceptance

A signed copy of this amendment, mailed or emailed to our office, will serve as acceptance of these additional services. The team is led by Paul Schroeder-Project Manager. Please feel free to contact me at 763.249.6796 or pschroeder@srfconsulting.com, if you have any questions.

Sincerely,

SRF CONSULTING GROUP, INC.



Paul D. Schroeder, PLA, ASLA, LEED AP
Project Manager – Site Development



Scott Harmstead, AICP
Director – North Dakota

Approved (City of Fargo)

(signature)

Name _____

Title _____

Date _____

This cost proposal is valid for a period of 90 days. SRF reserves the right to adjust its cost estimate after 90 days from the date of this proposal.

H:\Projects\14000\14923\NDProjectNo\Management\Contracts\01-Amendment\14923.00_SRF-Amendment-01_EPA Letter Assistance_Mid-America Site-

CityFargo_FargoND_2026-07-22.docx

REPORT OF ACTION

PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

Project No. SR-26-A1

Type: Change Order #1 & Time Extension

Location: Citywide

Date of Hearing: 7/27/2026

Routing

Date

City Commission

8/3/2026

PWPEC File

X

Project File

Brandon Beaudry

The Committee reviewed a communication from Project Manager, Brandon Beaudry, regarding Change Order #1 in the amount of \$155,573.00 for additional work, as well as a 31-day time extension to the Substantial and Final Completion Dates, bring them to October 26, 2026 and November 16, 2026, respectively.

Staff is recommending approval of Change Order #1 in the amount of \$155,573.00, bringing the total contract amount to \$1,184,825.50, and the time extension to the Substantial and Final Completion Dates.

On a motion by Brenda Derrig, seconded by Susan Thompson, the Committee voted to recommend approval of Change Order #1 and the time extension to Border States Paving.

RECOMMENDED MOTION

Concur with the recommendations of PWPEC and approve Change Order #1 in the amount of \$155,573.00, bringing the total contract amount to \$1,184,825.50, and the 31-day time extension to the Substantial and Final Completion Dates, bring them to October 26, 2026 and November 16, 2026, respectively, to Border States Paving.

PROJECT FINANCING INFORMATION:

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

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

COMMITTEE

	Present	Yes	No	Unanimous
				☒
Josh Boschee, Mayor	☐	☐	☐	
Nicole Crutchfield, Director of Planning	☒	☒	☐	Mark Williams
Gary Lorenz, Fire Chief	☒	☒	☐	
Brenda Derrig, Assistant City Administrator	☒	☒	☐	
Ben Dow, Director of Operations	☒	☒	☐	
Tom Knakmuhs, City Engineer	☒	☒	☐	
Susan Thompson, Finance Director	☒	☒	☐	

ATTEST:

C: Kristi Olson



Tom Knakmuhs, P.E.
City Engineer

Memorandum

To: Members of PWPEC
From: Brandon Beaudry, Project Manager
Date: July 24, 2026
Re: Project No. SR-26-A1 - Change Order #1 & Time Extension

Background:

Project No. SR-26-A1 is for Sidewalk & Shared Use Path Rehab/Reconstruction. This change order is for additional spot repair sidewalk added to the contract through public complaints, as well as, heaved sidewalk located through the City due to extreme heat. The repairs are located at various areas Citywide.

This change order also includes reconstruction of sidewalk at the Fargodome, requested by the Property Owner.

The attached change order is in the amount of \$155,573, which increases the total contract amount to \$1,184,825.50, for additional work as shown on Change Order #1. A description of the additional work can be seen on page 2 & 3 of the Memorandum.

Border States Paving is also requesting a 31-day time extension to complete the additional sidewalk reconstruction work added to the contract.

This project is being funded by Sales Tax and Special Assessments.

Recommended Motion:

Approve Change Order #1 in the amount of \$155,573 and a 31-day time extension (as shown below) for Project No. SR-26-A1.

Original Completion Dates	Revised Previously	Revised This Memo
Substantial – September 25, 2026 Final – October 16, 2026	- -	Substantial – October 26, 2026 Final – November 16, 2026

BGB/klb
 Attachment

C: Tom Knakmuhs
 Matt Jennings

SR-26-A1 ADDITIONAL SIDEWALK

- A. 555 8th Ave S Near 434 7th Ave S
- B. 1702 2nd Ave S
- C. 3501 23rd Ave S
- D. 3024 32nd St S
- E. 1701 8th St S
- F. 1742 9th St S
- G. 1101 17th Ave S
- H. 1617 7th St S
- I. 2201 South Flickertail Drive S
- J. 2214/2220 North Flickertail Drive South
- K. 1632 Flickertail Circle S
- L. 1530 23rd St S
- M. 3654 Merrifield Drive S
- N. 1801 23rd Ave S
- O. 58th Ave S / 27th St S (ADA at Park)
- P. 3207 11th St S & 3200 11th St S
- Q. 3107 Westgate Drive S
- R. 3590 Fillmore St S
- S. 1501 42nd St S
- T. 44th Ave S @ Woodhaven Park
- U. 42nd St S / 40th Ave S
- V. 42nd St S / 33rd Ave S NW Corner
- W. 5931 24th St S – 5855 24th St S
- X. 4891 45th St S
- Y. 4282 54th Ave S
- Z. 36th Ave S / 42nd St S
- AA. Heaved sidewalk 9th Ave S / 38th St S
- BB. 17th St S / 70th Ave S SW Corner
- CC. 1600 70th Ave S
- DD. 36th ST S / 40th Ave S SW corner

- EE. 16th Street S / 1st Ave S Corner
- FF. 32nd St S / 64th Ave S NE Corner
- GG. 2207 Centennial Rose Drive S.
- HH. 6035 27th St S 58TH AVE S / 21ST ST S
- II. 25th ST S / I-94 North of Interstate off ramp
- JJ. 4147 66th St S
- KK. 4120 40th St S
- LL. 1622 8th ST S
- MM. 52nd Ave S between Cemetery and Rose Creek Blvd.
- NN. University Drive S (South of 37th Ave S west side of road near tree)
- OO. 5th Ave S / 21st St S
- PP. 5th Ave S / 16th ST S
- QQ. 1800 University Drive N (Fargodome)

CHANGE ORDER REPORT
SIDEWALK & SHARED USE PATH REHAB/RECONSTRUCTION
PROJECT NO. SR-26-A1
VARIOUS AREAS CITY WIDE

Change Order No
Contractor

1
 Border States Paving Inc

Change Order Date

7/20/2026

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

EXPLANATION OF CHANGE Change Order # 1

This change order is for additional sidewalk added regarding complaints of trip hazards, heaved sidewalk, broken sidewalk in need of repair. Please see sheet attached of sidewalk repair list.

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 (\$)
Assessed	1	Rem & Repl Sidewalk 4" Thick Reinf Conc	SY	5612		5612	250	5862	\$95.30	\$23,825.00
	2	Rem & Repl Driveway 6" Thick Reinf Conc	SY	855		855	460	1315	\$128.00	\$58,880.00
	4	F&I Sidewalk 4" Thick Reinf Conc	SY	40		40	125	165	\$72.00	\$9,000.00
	5	F&I Sidewalk 6" Thick Reinf Conc	SY	40		40	140	180	\$74.10	\$10,374.00
	Assessed Sub Total									\$102,079.00
City Cost	8	Rem & Repl Curb & Gutter	LF	160		160	70	230	\$77.30	\$5,411.00
	9	Rem & Repl Sidewalk 4" Thick Reinf Conc	SY	2163		2163	260	2423	\$95.30	\$24,778.00
	10	Rem & Repl Sidewalk 6" Thick Reinf Conc	SY	290		290	85	375	\$128.00	\$10,880.00
	13	F&I Det Warn Panels Cast Iron	SF	168		168	140	308	\$62.00	\$8,680.00
	17	Mulching Type 1 Hydro	SY	5000		5000	350	5350	\$5.35	\$1,872.50
	18	Seeding Type B	SY	5000		5000	350	5350	\$5.35	\$1,872.50

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 (\$)
									City Cost Sub Total	\$53,494.00

Summary

Source Of Funding	Sidewalk Assessments, Sales Tax Funds - Infrastructure - 420
Net Amount Change Order # 1 (\$)	\$155,573.00
Previous Change Orders (\$)	\$0.00
Original Contract Amount (\$)	\$1,029,252.50
Total Contract Amount (\$)	\$1,184,825.50

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

CONTRACT DATES

Current Substantial Completion Date

9/25/2026

Additional Days Substantial Completion

31

New Substantial Completion Date

10/26/2026

Current Final Completion Date

10/16/2026

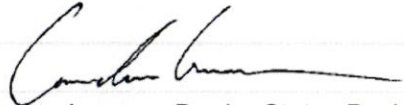
Additional Days Final Completion

31

New Final Completion Date

11/16/2026

Interim Completion Dates

APPROVED		APPROVED DATE	
For Contractor	Camden Larson - Border States Paving	Department Head	
Title	Project Manager	Mayor	
		Attest	

REPORT OF ACTION

PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

Project No. UR-26-A1

Type: Change Order #2

Location: Citywide

Date of Hearing: 7/27/2026

<u>Routing</u>	<u>Date</u>
City Commission	8/3/2026
PWPEC File	X
Project File	Jacob Dethloff

The Committee reviewed a communication from Project Manager, Jacob Dethloff, regarding Change Order #1 in the amount of \$59,565.00 for additional work.

Staff is recommending approval of Change Order #1 in the amount of \$59,565.00, bringing the total contract amount to \$456,428.00.

On a motion by Brenda Derrig, seconded by Susan Thompson, the Committee voted to recommend approval of Change Order #1 to Key Contracting, Inc.

RECOMMENDED MOTION

Concur with the recommendations of PWPEC and approve Change Order #1 in the amount of \$59,565.00, bringing the total contract amount to \$456,428.00 to Key Contracting, Inc.

PROJECT FINANCING INFORMATION:

Recommended source of funding for project: Storm Sewer Utility Funds

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

Yes	No
N/A	
N/A	
N/A	

COMMITTEE

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

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

ATTEST:

C: Kristi Olson


Tom Knakmuhs, P.E.
City Engineer

Memorandum

To: Members of PWPEC
From: Jacob Dethloff, Project Engineer
Date: July 23, 2026
Re: Project No. UR-26-A1 - Change Order #2

Background:

Project No. UR-26-A1 is for repairing various storm sewer location around the City of Fargo. Examples being sinkholes, stormwater outlets, and busted/disconnected stormwater pipes.

Key contracting is the Prime Contractor on this project.

This is an increased cost/no time added change order.

Public Works notified the Stormwater Engineering Team that a 12-inch reinforced concrete pipe (RCP) storm sewer located beneath 13th Avenue South at the intersection with 14½ Street South requires immediate attention. The storm water pipe is significantly deformed and concaving in certain areas, which could lead to a potential collapse/sinkhole in the roadway.

Key Contracting will begin this project quickly to reduce the chances of the pipe failing.

Recommended Motion:

Approve Change Order #2 for Project No. UR-26-A1 in the amount of **\$59,565.00**.

JRD/klb

Attachment:

- Signed Change Order Report



**CHANGE ORDER REPORT
STORM SEWER AREA REPAIRS
PROJECT NO. UR-26-A1
VARIOUS SITES CITY WIDE**

Change Order No 2 **Change Order Date** 7/13/2026
Contractor Key Contracting Inc

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

EXPLANATION OF CHANGE Change Order # 2

Added a Storm Sewer Area Repair site: Site 21 - 14.5 St S & 13 Th Ave S.

A 12" concrete stormwater pipe roughly 5" underneath 13th Ave S and 14.5 st S intersection is in Immediate Attention.

This CO is a increase of Cost/no time. The price of this extra site came out to be \$59,565.00

Section	Line No	Item Description	Unit	Orig Cont Qty	Prev C/O Qty	Prev Cont Qty	Curr C/O Qty	Tot Cont Qty	Unit Price (\$)	C/O Ext Price (\$)
Change Order 2	37	Mobilization	LS	0	1	0	1	1	\$4,000.00	\$4,000.00
	38	Remove Pavement All Thicknesses All Types	SY	64	36	0	100	100	\$28.00	\$2,800.00
	39	Repair Inlet	EA	0		0	1	1	\$2,800.00	\$2,800.00
	40	F&I Pipe 12" Dia Reinf Conc	LF	0		0	40	40	\$410.00	\$16,400.00
	41	Clean & Seal Concrete Joints	LF	0		0	1	1	\$1,600.00	\$1,600.00
	42	F&I Curb & Gutter Standard (Type II)	LF	0		0	10	10	\$105.00	\$1,050.00
	43	F&I Pavement 10" Thick Doweled Conc	SY	0		0	100	100	\$255.00	\$25,500.00
	44	Inlet Protection - Existing Inlet	EA	0		0	4	4	\$300.00	\$1,200.00
	45	Traffic Control - Type 2	LS	0		0	1	1	\$4,215.00	\$4,215.00
Change Order 2 Sub Total										\$59,565.00

Summary

Source Of Funding	Storm Sewer Utility
Net Amount Change Order # 2 (\$)	\$59,565.00
Previous Change Orders (\$)	\$6,018.00
Original Contract Amount (\$)	\$390,845.00
Total Contract Amount (\$)	\$456,428.00

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

CONTRACT DATES

Current Substantial Completion Date	Current Final Completion Date
10/2/2026	11/6/2026
Additional Days Substantial Completion	Additional Days Final Completion
0	0
New Substantial Completion Date	New Final Completion Date
10/2/2026	11/6/2026
Interim Completion Dates	

APPROVED
For Contractor
Title

Steve Carr
Key Contracting
VP

APPROVED DATE
Department Head
Mayor
Attest

T-CEE

REPORT OF ACTION

CONSULTANT SELECTION COMMITTEE

Requesting: Consulting Engineering Services

Project #: NR-26-D0

Location: SE Cass Drain 27 & 44th Ave S

Date of Hearing: 7/22/2026

Requested Services: Engineering Services for Storm Sewer Lift Stations #67 & #68 Rehabilitation

<u>Routing</u>	<u>Date</u>
City Commission	8/3/2026
Consultant File	
Project File	X
Petitioners	
Selection Committee	

Proposals were received from the following Consultants for this project:

Apex Engineering Group
Bolton & Menk, Inc.
Houston Engineering, Inc.
Moore Engineering, Inc

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

Selection Criteria	Points
Understanding of Study Objectives	10
Past Performance on Other Local Projects	25
Expertise with Similar Projects	25
Expertise of the Technical and Professional Staff assigned to the Project	30
Cost Proposal	<u>10</u>
	100

RECOMMENDED MOTION

Concur with Consultant Selection and recommend contract award for consulting services to Moore Engineering Inc., with project costs to be reimbursed by the Metro Flood Diversion Authority.

PROJECT FINANCING INFORMATION:

Following review of the proposals, the Selection Committee ranked the firms for selection of the preferred consultant. The Committee then tabulated Committee member proposal rankings. Based on the tabulated ranking, the Committee selected Moore Engineering, Inc. as the preferred consultant for the project, with the contract in the amount of \$508,600.

COMMITTEE

Tom Knakmuhs, City Engineer
Nathan Boerboom, Assistant City Engineer
Robert Hasey, Storm Sewer Utility Engineer
Christine Goldader, Civil Engineer II
Michael Monson, Civil Engineer I

Present	Yes	No	Unanimous
			☒
☒	☒	☐	
☒	☒	☐	
☒	☒	☐	
☒	☒	☐	


Tom Knakmuhs, P.E.
City Engineer

Attachment

C: Kristi Olson

AGREEMENT FOR PROFESSIONAL SERVICES

This Agreement made and entered on this ____ day of _____, 2026 between the CITY OF FARGO, North Dakota, ("City") and Moore Engineering, Inc ("Consultant") for services to be provided to City in furtherance of its development of Project #NR-26-D0.

1. **Scope of Work.** Consultant shall perform in a competent and professional manner the Scope of Work included in the Request for Proposals for Services located in the Engineering Department, City of Fargo, for Project #NR-26-D0 and in Exhibit A attached hereto, both of which are incorporated herein and made a part of this Agreement.
2. **Acceptance and Completion.** Consultant shall commence work immediately upon receipt of a written Notice to Proceed from the City. Services initiated by Consultant prior to execution of this Agreement are done so at Consultant's risk. Acceptance of this Agreement is required by the Board of City Commission of the city of Fargo. The parties anticipate that all work pursuant to this Agreement shall follow the timeframe laid out with the Request for Proposals. Upon request of the City, Consultant shall submit, for the City's approval, a schedule for the performance of Consultant's services which shall be adjusted as required as the project proceeds, and which shall include allowances for periods of time required by the City's project engineer for review and approval of submissions and for approvals of authorities having jurisdiction over the project. This schedule, when approved by the City, shall not, except for reasonable cause, be exceeded by the Consultant.
3. **Change Orders.** City may request changes to the Scope of Work by altering or adding to the Services to be performed. Consultant will provide a contract amendment setting out the fees for the requested change. City shall accept Consultant's reasonable offer in writing, and as approved by the Board of City Commission of the city of Fargo.
4. **Payment.** City shall pay Consultant for all work performed. Except as otherwise mutually agreed to by the parties, the payment made to the Consultant shall not exceed \$ 508,600.00. Consultant shall submit, at least monthly, invoices for work performed. Payment is due within 45 days after receipt of invoice. City shall notify Consultant if it objects to any portion of the charges within 20 days from receipt of the Consultant's invoice, but shall timely pay the undisputed portion. It is the Consultant's responsibility to determine whether federal, state, or local prevailing wage requirements apply.
5. **Assignment.** This Agreement may not be assigned by the City or Consultant without the prior written consent of the other party.
6. **Termination.** This Agreement may be terminated by either party upon fifteen (15) days written notice should the other party fail to perform in accordance with the terms hereof, provided such failure is not cured within such fifteen (15) day period. City may terminate this Agreement for convenience at any time, in which event Consultant shall be compensated in accordance with the terms hereof for Services performed and reimbursable expenses incurred prior to its receipt of written notice of termination from City.

7. **Third Party Reliance.** The services provided for hereunder are for the City's sole benefit and exclusive use with no third-party beneficiaries intended.
8. **Ownership of Documents.** Consultant's work product reimbursed by the City, including all data, documents, results, ideas, developments, and inventions that Consultant conceives or developed in the course of its performance under this Agreement shall be the City's property, unless otherwise agreed.
9. **Independent Contractor Status.** It is expressly acknowledged and understood by the parties that nothing contained in this agreement shall result in, or be construed as establishing an employment relationship. Consultant shall be, and shall perform as, an independent contractor who agrees to use his or her best efforts to provide the services to the City. Consultant shall be solely responsible for the compensation, benefits, contributions and taxes, if any, of its employees, subcontractors and agents.
10. **Indemnification.** Consultant agrees to indemnify and hold harmless the City, its officers, employees, insurers, and self-insurance pool, from and against all liability, claims, and demands, on account of injury, loss, or damage, including without limitation claims arising from bodily injury, personal injury, sickness, disease, death, property loss or damage, or any other loss of any kind whatsoever, which arise out of or are in any manner connected with this contract, to the extent such injury, loss, or damage is caused by the negligent act, omission, error, professional error, mistake, negligence, or other fault of the Consultant, any subcontractor of the Consultant, or any officer, employee, representative, or agent of the Consultant or of any subcontractor of the Consultant, or which arises out of any workmen's compensation claim of any employee of the Consultant or of any employee of any subcontractor of the Consultant. The Consultant agrees to investigate, handle, respond to, and to provide defense for and defend against (except in the case of professional liability claims), any such liability, claims or demands at the sole expense of the Consultant, or at the option of the City, agrees to pay the City or reimburse the City for the defense costs incurred by the City in connection with, any such liability, claims, or demands. City agrees to indemnify and hold harmless Consultant, its officers, employees, insurers, from and against all liability, claims and demands, on account of injury, loss, or damage, including without limitation claims arising from bodily injury, personal injury, sickness, disease, death, property loss or damage, or any other loss of any kind whatsoever, which arise out of or are in any manner connected with this contract, to the extent such injury, loss, or damage is caused by the negligent act, omission, error, professional error, mistake, negligence, or other fault of the City. In the event claims, losses, damages, or expenses are caused by the joint or concurrent negligence of City and Consultant, they shall be borne by each party in proportion to its negligence.
11. **Professional Liability Insurance.** Consultant shall maintain in full force and effect until at least three years subsequent to completion of the Services professional liability insurance covering the performance of the Services. Insurance shall be on a "claims made" basis and in the amount of at least \$1,000,000.
12. **Workers Compensation Insurance.** Consultant shall maintain workers compensation insurance with following limits or with the minimum limits required by law, if greater:

Coverage A:	Statutory		
Coverage B:	\$1,000,000	Bodily Injury by accident	Each accident
	\$1,000,000	Bodily Injury by disease	Policy limit
	\$1,000,000	Bodily Injury by disease	Each employee

13. **General Liability Insurance.** Consultant shall maintain general liability insurance with coverage to include: Premises/Operations, Completed Operations and Contractual Liability (to cover the indemnification provision in paragraph 10 of this Agreement). Limits of coverage shall not be less than:

\$2,000,000	Per occurrence
\$2,000,000	Aggregate
14. **Automobile Insurance.** Consultant shall maintain automobile liability insurance to include all owned autos (private passenger and other than private passenger), hired and non-owned vehicles. Limits of coverage shall not be less than:

\$2,000,000	Per occurrence
-------------	----------------
15. **Evidence of Insurance.** The above insurance shall be maintained in companies lawfully authorized to do business in North Dakota and which are reasonably acceptable to City. Consultant shall furnish City with certificates reflecting such insurance (ACORD form or equivalent) to be in force as long as this agreement remains in effect and providing that said insurance will not be canceled or its limits reduced by endorsement without at least 30 days prior written notice to City.
16. **Consequential Damages.** North Dakota law governs claims for consequential damages.
17. **Entire Agreement.** The terms and conditions set forth herein, the RFP, the Instructions to Offerors of Professional Services, and any document referenced herein constitute the entire understanding of the parties relating to the provision of services by Consultant to City. This Agreement may be amended only by a written instrument signed by both parties.
18. **Severability.** Should a court of law determine that any paragraph of this Agreement is invalid, all other paragraphs shall remain in effect.
19. **Statute of Limitations.** Causes of action arising out of Consultant's services shall be governed by the applicable statute of limitations.
20. **Dispute Resolution.** Consultant and City will exercise good faith efforts to resolve disputes through a mutually acceptable Alternative Dispute Resolution process. Nothing prevents the parties from pursuing litigation in an appropriate State or Federal court.
21. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the state of North Dakota.
22. **Force Majeure.** Neither party shall be liable for damages or deemed in default of this Agreement and any Authorization for Services hereunder to the extent that any delay or failure in the performance of its obligations (other than the payment of money) results, without its fault or negligence, from any cause beyond its reasonable control, such as acts of God, acts of civil or military authority, embargoes, epidemics, war, riots, insurrections, fires, explosions, earthquakes, floods, adverse weather conditions,

union activity, strikes or lock-outs, and changes in laws, statutes, regulations, or ordinances.

23. **Notice.** Any written notices as called for herein may be hand delivered to the respective persons and/or addresses listed below or mailed by certified mail return receipt requested, to:

City:

City Auditor

City of Fargo

225 4th Street North

Fargo, North Dakota 58102

Consultant:

Moore Engineering, Inc

925 10th Avenue East

West Fargo, ND 58078

IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this Agreement.

ATTESTED BY:

CITY OF FARGO, NORTH DAKOTA:

By: _____

Title: _____

Date: _____

WITNESSED BY:

Consultant:

Moore Engineering, Inc.



By: Kit Lyman

Title: Market Leader

Date: July 30, 2026



July 29, 2026

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

Commissioners:

The Fargo Dome Authority requests your approval of the Thirteenth Amended Lease Agreement between North Dakota State University and Fargo Dome Authority. The agreement has a one year term running through June 30, 2027, and was negotiated by representatives from the Fargo Dome Authority, FARGODOME management and North Dakota State University.

The Fargo Dome Authority approved this agreement at their regularly scheduled meeting on July 28, 2026.

Requested Motion: To approve the Thirteenth Amended Lease Agreement between the Fargo Dome Authority and North Dakota State University as presented.

Thank you for your consideration of this matter.

Respectfully Submitted,

Rob Sobolik
General Manager, FARGODOME

Attachment

**THIRTEENTH AMENDED
LEASE AGREEMENT
NORTH DAKOTA STATE UNIVERSITY
FARGO DOME AUTHORITY**

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**THIRTEENTH AMENDED
LEASE AGREEMENT
NORTH DAKOTA STATE UNIVERSITY
FARGO DOME AUTHORITY**

THIS LEASE AGREEMENT (hereinafter, this “Agreement”), is dated and effective as of this the 1st day of July, 2026, by and between the City of Fargo, a municipal corporation of the State of North Dakota, acting by and through its Fargo Dome Authority (hereinafter, “Authority”), a duly constituted authority existing under and by virtue of Ordinance Nos. 2437, 2506 and 2510 of the City of Fargo, North Dakota, and the North Dakota State Board of Higher Education and North Dakota State University (hereinafter, “NDSU”).

WHEREAS, the State Board of Higher Education of the State of North Dakota and NDSU leased certain real property to the City of Fargo for a period of ninety-nine (99) years by a Lease Agreement dated December 15, 1989 (the “Ground Lease”) for the purpose of constructing and operating the FARGODOME (hereinafter the “Dome”); and

WHEREAS, the terms of the Ground Lease were intended to adequately compensate NDSU for the use of such land, without jeopardizing the financial success of the Dome, and commit NDSU to substantial use of the completed Dome; and

WHEREAS, the Authority and NDSU entered into a Lease Agreement dated July 1, 1993, providing for the terms and conditions for use of the Dome by NDSU and amending and replacing Section V, Numbers 2 and 3 of the Ground Lease (the “First Operating Lease”); and

WHEREAS, the Authority and NDSU entered into a Second Amended Lease Agreement dated July 1, 1998, providing for the terms and conditions for use of the Dome by NDSU and amending and replacing the First Operating Lease (the “Second Operating Lease”); and

WHEREAS, the Authority and NDSU entered into a Third Amended Lease Agreement dated July 1, 2002, providing for the terms and conditions for use of the Dome by NDSU and amending and replacing the Second Operating Lease (the “Third Operating Lease”); and

WHEREAS, the Authority and NDSU entered into a Fourth Amended Lease Agreement dated July 1, 2007, providing for the terms and conditions for use of the Dome by NDSU and amending and replacing the Third Operating Lease (the “Fourth Operating Lease”); and

WHEREAS, the Authority and NDSU entered into a Fifth Amended Lease Agreement dated July 1, 2012, providing for the terms and conditions for use of the Dome by NDSU and amending and replacing the Fourth Operating Lease (the “Fifth Operating Lease”); and

WHEREAS, the Authority and NDSU entered into a Sixth Amended Lease Agreement dated July 1, 2017, providing for the terms and conditions for use of the Dome by NDSU and amending and replacing the Fifth Operating Lease (the “Sixth Operating Lease”); and

WHEREAS, the Authority and NDSU, entered into a Seventh Amended Lease Agreement dated July 1, 2020, providing for the terms and conditions for use of the Dome by NDSU and amending and replacing the Sixth Operating Lease (the “Seventh Operating Lease”); and

WHEREAS, the Authority and NDSU, entered into an Eighth Amended Lease Agreement dated July 1, 2021, providing for the terms and conditions for use of the Dome by NDSU and amending and replacing the Seventh Operating Lease (the “Eighth Operating Lease”); and

WHEREAS, the Authority and NDSU, entered into an Ninth Amended Lease Agreement dated July 1, 2022, providing for the terms and conditions for use of the Dome by NDSU and amending and replacing the Eighth Operating Lease (the “Ninth Operating Lease”); and

WHEREAS, the Authority and NDSU, entered into a Tenth Amended Lease Agreement dated July 1, 2023, providing for the terms and conditions for use of the Dome by NDSU and amending and replacing the Ninth Operating Lease (the “Tenth Operating Lease”); and

WHEREAS, the Authority and NDSU, entered into an Eleventh Amended Lease Agreement dated July 1, 2024, providing for the terms and conditions for use of the Dome by NDSU and amending and replacing the Tenth Operating Lease (the “Eleventh Operating Lease”); and

WHEREAS, the Authority and NDSU, entered into a Twelfth Amended Lease Agreement dated July 1, 2025, providing for the terms and conditions for use of the Dome by NDSU and amending and replacing the Eleventh Operating Lease (the “Twelfth Operating Lease”); and

WHEREAS, NDSU and the Authority have reached an agreement on certain disputed amounts claimed by NDSU under Section VI(3) of the Ground Lease; and

WHEREAS, the Authority and NDSU desire to modify their agreement for the use of the Dome by NDSU, to further modify the Ground Lease and to reflect the resolution of all disputed amounts as provided in this Agreement;

NOW, THEREFORE, in consideration of the mutual covenants and promises set forth herein, the Authority and NDSU do hereby agree that this Agreement and the following terms and conditions shall serve to replace the Twelfth Amended Lease, provided; however, that the repeal of Section IV(3) and replacement of Section V, 2 and

3 of the Ground Lease remain as an integral part of this Thirteenth Amended Lease. Furthermore, the repeal of Section IV(3) of the Ground Lease as referenced in the Third Amended Lease and the reduced rates for the Sponsorship Package referred to in Section 5.A., remain as being, and are, in full settlement and release by NDSU of all disputed amounts claimed by NDSU. All other provisions of the Ground Lease, unless inconsistent with this Agreement, shall remain in full force and effect. If the provisions of the Ground Lease and this Agreement conflict, the provisions of this Agreement shall control.

1. **DEFINITIONS.**

“Football set-up” (Exhibit A) shall be defined as the entire main floor area, including the permanent seating as specified in Exhibit A and the DOME ticketing manifest, meeting rooms 201-204, the public area of the concourse, two temporary concourse level novelty stands, the area of the east press boxes necessary for the media to cover the event, the east side home team locker rooms and the west side visiting team locker rooms and star dressing rooms.

“Basketball set-up” (Exhibit B) shall be defined as the north end of the main arena floor set up in the basketball configuration with the seating as specified in Exhibit B. This configuration also includes DOME ticketing manifest for basketball, meeting rooms 201-204, the north end concourse public areas, a temporary north end novelty stand, the west side visiting team locker room and the east side home team locker room, if needed.

“Speaker set-up” (Exhibit C) shall be defined as the south end of the main floor, set up in the Arena Concert Configuration with the permanent seating as specified in Exhibit C, with the number of portable floor chairs and their location to be mutually agreed upon and meeting rooms 201-204.

“Other set-ups” shall be defined as any set-ups or arrangements not herein described as shall be mutually agreed upon by both the Authority and NDSU.

“Lease Year” shall be defined as a consecutive twelve (12) month period beginning on July 1 and ending on June 30.

“Non-revenue events” shall be defined as NDSU events where no admission is charged, no fee is taken or no collection is made from event patrons. Examples of eligible non-revenue NDSU events include commencement exercises, student orientation, homecoming celebrations, alumni functions or other types of events which are mutually agreed upon.

“Total Event Days” shall be defined as the sum of Priority Dates, Non-Priority Scheduled Events, and Non-Priority Non-Football Athletic Practices.

“Advertising Inventory” means the proposed agreements with advertisers at the FARGODOME.

“Suite Inventory” means the proposed annual agreements with suiteholders for any of the private suites at FARGODOME;

“Advertising and Suite Revenue” means for each Contract Year, all payments made in cash with respect to the Advertising Inventory, except the following:

- (a) Payment for naming rights to FARGODOME sold by the Authority;
- (b) Payment received from an entity for “branding or naming” rights for a specific FARGODOME event configuration used for the performance of certain events, excluding NDSU football games, i.e. “Gate City Bank Theatre”;
- (c) Payments made for the event rental of any suites not currently under an annual lease contract, or the sub-lease of a suite as provided for in an existing suiteholder agreement between the Authority and suiteholder;
- (d) Payments for printed advertising in FARGODOME bathrooms;
- (e) Payments for printed advertising in event programs;
- (f) Payments with respect to advertising in any new or expanded facility adjacent to FARGODOME and related parking facilities;
- (g) Sponsorships of co-promoted events at FARGODOME, such as “Happy Harry’s Ribfest”.

“Direct Costs” means, for each Contract Year, all expenses incurred by FARGODOME in connection with the sale of the Advertising Inventory and the Suite Inventory and the operation and maintenance of the Display Equipment including, but not limited to (i) service contracts, (ii) repair and maintenance expenses, (iii) fees and commissions paid to any third party sales consultant, (iv) costs incurred in fulfilling any advertising or suite contract, and (v) other mutually agreed upon expenses; but excluding general allocated administrative expenses.

“Display Equipment” means (i) the arena end board LED display panels, (ii) the arena corner LED display panels, (iii) the arena vomitory LED display panels, (iv) the concourse, lobby and restroom television and video displays, (v) the outdoor marquee, (vi) related equipment and software; and (vii) any replacements or additions made by the Authority from time to time.

“City” means the City of Fargo, a North Dakota municipal corporation.

2. **LEASED AREA.** The Authority hereby grants NDSU the right to occupy and use only the areas of the DOME for the various events as defined in Section 1 above. NDSU’s use of the DOME for any configurations not covered herein shall be defined and mutually agreed to by NDSU and the Authority. No other areas shall be occupied by NDSU except as is provided in the Lease – Locker Room Project—Fargodome/NDSU

dated October 10, 2005, as amended by the Supplement to Lease (Locker Room Project—Fargodome/NDSU) dated May 22, 2006, as the same may be amended or further supplemented from time to time, or unless authorized in writing. The Authority reserves the sole right to rent or use all areas of the DOME not assigned herein to NDSU during the Lease Period. The Authority shall inform NDSU when the Authority plans to use, uses or leases other areas of the DOME during the Lease Period.

3. LEASE PERIOD. The Lease Period for each of the primary types of usage shall be as follows:

A. *Athletic events.* A period of time beginning no more than four (4) hours before the starting time of the event and ending two (2) hours after the ending time of the event, unless additional time period are mutually agreed upon in writing. NDSU shall have use of the DOME beginning at 8:00 a.m. on days of football games, provided that the start of NDSU's use of the DOME on days of football games is subject to change based on the time that the turf and football field equipment is installed and ready. The Authority may, with the consent of NDSU, lease all or a portion of the Leased Area to another party during the Lease Period and the Authority shall pay NDSU twenty-five percent (25%) of the rent received.

B. *Speakers/Graduations.* A period of time beginning no more than four (4) hours before the starting time of the event and ending one (1) hour after the ending time of the event unless additional time periods are mutually agreed upon in writing.

NDSU's use of the DOME in excess of the times stated above shall only be allowed if the Authority has the time available. Such time used in excess of the times stated above may result in NDSU paying an overtime charge.

The Lease Period for any other type of usage shall be defined and mutually agreed to by NDSU and the Authority.

4. TERM. NDSU shall have the right to rent the DOME for a maximum of fifty-five (55) Total Event Days per Lease Year during the one (1) year period beginning July 1, 2026, and ending on June 30, 2027. Unless earlier terminated, this Agreement shall expire on June 30, 2027, unless extended in writing by the parties.

5. RENT AND REVENUE SHARING. NDSU agrees to pay the Authority for use of the DOME during the term of this Agreement the following annual rental fees:

July 1, 2026 - June 30, 2027	\$165,000
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These rental fees shall be paid to the Authority in ten (10) equal monthly installments, on or before the 15th of each month in the month it is due from September to June of each Lease Year.

A. Sponsorship Package. NDSU shall sponsor a scoreboard, video and suite package (Suite is in Section 34, East side of the DOME), the terms and conditions of which are set forth in the Fargodome Signage Advertising Agreement between NDSU and the Authority dated July 1, 2026. The amounts payable under the Fargodome Signage Advertising Agreement are intended to be as full settlement and release by NDSU of the disputed amounts owed by the City of Fargo as supplementary rent pursuant to Subsection IV(3) of the Ground Lease, which Subsection is hereby repealed.

B. Advertising and Suite Revenue. The Authority and NDSU hereby agree to jointly and cooperatively market and sell the Advertising Inventory and Suite Inventory. FARGODOME will take the lead role in servicing the Advertising Inventory and Suite Inventory and the NDSU Athletic Department will assist in servicing the Advertising Inventory and Suite Inventory as needed and required.

The Authority shall be solely responsible for the payment of all costs incurred in connection with the planning, designing, acquisition, installation, operation and maintenance of the Display Equipment. NDSU shall have no right, title or interest in the Display Equipment. The Authority shall pay all Direct Costs as and when the same shall become due and payable.

The Authority and NDSU agree that the Advertising and Suite Revenue collected each Contract Year shall be allocated as follows:

- (a) First, to the payment of Direct Costs;
- (b) Any remaining Advertising and Suite Revenue shall be divided 80% to the Authority and 20% to NDSU.

Advertising and Suite Revenues shall be distributed in quarterly installments following the end of each calendar quarter based on Advertising and Suite Revenue and Direct Costs accrued during such quarter with any Contract Year adjustments to be made in the final payment after the end of each Contract year. In the event the Direct Costs exceed the Advertising and Suite Revenue during any Contract Year, the Authority and the City shall be solely responsible for the payment of such Direct Costs. Any such deficit shall be carried forward to subsequent Contract Years and reimbursed, together with interest on the amount advanced, before making any distributions pursuant to subsection (b) above. The Authority shall be responsible for the collection of all Advertising and Suite Revenue and the payment and amortization of all Direct Costs and will provide an accounting to NDSU of such Advertising and Suite Revenues and Direct Costs within one hundred twenty (120) days after the end of each Contract Year.

The Authority and NDSU will mutually determine the final terms and conditions of the Advertising Inventory and Suite Inventory. The Advertising Inventory and Suite Inventory shall be between the Authority and the respective advertiser or suiteholder. NDSU shall incur no rights or liabilities with respect to the Advertising Inventory or Suite Inventory (except for the FARGODOME Signage Advertising Agreement between the Authority and NDSU dated July 1, 2026). For NDSU events, the Authority and NDSU will mutually agree upon the advertising of any brand names in FARGODOME and will mutually review and approve the displays and messages used within FARGODOME. The Authority reserves the right to prohibit the advertising of any brand names in FARGODOME and to review and approve the displays and messages used within FARGODOME for non-NDSU events.

C. Concessions. NDSU shall receive fifteen percent (15%) of the gross receipts, after payment of applicable taxes, from the Authority's sale of concessions food and beverage items, including the sale of alcohol beverages, at NDSU's events. Concessions revenues shall not include revenues related to suite catering.

The Authority shall prepare a report of the concessions sales on a monthly basis, with said report showing the sales net of applicable taxes and the amount due NDSU. This report must be received by NDSU no later than ten (10) days following the month for which the report applies. Payment to NDSU from these concessions revenues will accompany said monthly report.

(a) Alcohol Sales

- a. The sale of beverages of all kinds in the Leased Area during NDSU events, including alcoholic beverages to the extent they may be legally sold now or thereafter, shall be in accordance with applicable laws, ordinance, rules and regulations. Administrative and operational procedure in the service of alcoholic beverages on the premises of the DOME is established by the Authority and any related alcoholic beverage service policies in place.
- b. With regards to tailgating in FARGODOME parking lots, pursuant to the standards established by a joint task force of NDSU Athletics, the Fargo Police Department, and the DOME, consumption of alcohol during tailgating will be allowed at NDSU football games in accordance with the Rules and Regulations set forth by said task force or as modified by said task force at a future date, in accordance with terms agreeable to task force participants.
- c. Enthusiastic student, alumni, and fan support in the DOME and at pre-game or post-game events is encouraged, but moderation

and an attitude of civility is expected. It is expected that all patrons and participants will adhere to the fundamental values of respect, fairness, civility, honesty, and responsible behavior. None of the following will be tolerated by the DOME or NDSU: disruptive fan behavior, public intoxication, illegal activities, or violation of NCAA policy or principles, or DOME policy. Participation in such activity will be reason for immediate ejection from the DOME and/or arrest by the Fargo Police Department. Both parties will be responsible for providing an acceptable atmosphere and will work in a cooperative manner to immediately address improper fan behavior.

D. Parking. Except as provided in Section 12.B. hereof, NDSU shall not share in any parking revenue from the Authority's parking operations. The Authority shall have the sole right to operate the parking facilities on the DOME premises, including the establishment and collection of parking fees.

E. Novelties. The Authority shall receive fifteen percent (15%) of all novelty sales, after payment of applicable taxes, at NDSU regular season athletic events. The Authority shall receive 7.5% of novelty sales during post-season tournament events. A complete report of these novelty sales shall be furnished to the Authority no later than ten (10) days after the end of each month in which NDSU had events along with any payments due to the Authority.

F. Ticket Income. The Authority shall receive a facility user fee of \$.50 per paid ticket on all season and single game paid tickets for any NDSU football game, including post season playoff football games. NDSU shall retain all other revenue from ticket sales and shall conduct and be totally responsible for all ticket distribution for NDSU events covered by this Agreement. NDSU shall have access to the ticket windows on the East side main entrance and the West side ticket office to sell their event tickets. Such access shall only be on the event day, with the time of the use to be mutually agreed upon.

6. ITEMS INCLUDED IN RENTAL FEE. The aforementioned rental fee includes lighting, heat or air conditioning, water and the sound system as installed and standard cleaning services normally provided after each event, but only in normal and reasonable amounts. Amounts required in excess of normal and reasonable amounts may result in an additional cost to NDSU. The rental shall also include those equipment items so noted below for the various configurations. The Authority hereby agrees to provide and pay for an operator for all Dome video advertising systems, concourse display systems, and the exterior electronic marquee (excluding game-specific personnel such as scoreboard operators and live video production personnel).

Football. Rental fee includes the football field set-up for the actual game with the turf, goal posts, netting, field wall padding, player benches, down markers and first down chains, scoreboards and 25 second clock and coaches headsets. NDSU shall provide all other football related equipment and staffing required for the operation of a football game.

Basketball. Rental fee includes the moveable riser set-up on the north end for the game, the portable risers set in the basketball configuration, the basketball court, the basketball goals, the scorers table and the portion of the north side press box necessary for the media to cover the game.

7. **ITEMS NOT INCLUDED IN RENTAL FEE:** All equipment, staffing and services for the event which are not included herein as being provided in the rental fee shall be provided by the Authority at NDSU's sole expense per the Authority's published Equipment, Staffing and Services rate schedule. These items may include, but are not necessarily limited to:

- Event staffing
- License fees
- Sound system operator
- Live video production personnel
- Equipment set-up and removal
- Equipment rental items
- Special hook-ups for electrical and utility services
- Food, beverage and catering services
- Advertising, marketing and publicity costs
- Ticketing costs
- Other equipment, staffing or services costs

NDSU hereby agrees to provide and pay for an operator for the scoreboard scoring system.

The Authority shall provide all event staff personnel for the football games and NDSU shall pay the published labor billing rates, at the time of the event, for all event staff (including part-time event, custodial and live video production staff) and actual billings of third party vendors including police, medical and fire personnel per game for providing event staff. Staffing will be set at levels in the best interest of public safety and mutually agreeable by the Authority and NDSU.

Upon request by NDSU, the Authority shall furnish NDSU with a projection of event expenses for all NDSU events.

8. **SCHEDULING AND EVENT TYPE RIGHTS GRANTED TO NDSU.**

A. Total Event Days: NDSU shall have the right to rent the DOME for a maximum of fifty-five (55) total event days per Lease Year.

- i. If NDSU fails to use all of the fifty-five (55) total event days during the Lease Year, the unused dates shall not carry forward to future Lease Years except that if NDSU is bumped from any of its Non-Priority Event Dates during the last six (6) months of a Lease Year, NDSU can carry over up to three (3) dates into the following Lease Year.
- ii. NDSU's athletic playoff dates which are held will count towards the fifty-five (55) total event days, except that if NDSU does not use the playoff date and the Authority is able to schedule another revenue producing event, NDSU shall not be charged for that playoff date as a use date.

B. Priority Dates: Of the fifty-five (55) total event days, NDSU shall have the right to a priority in scheduling for a maximum of twelve (12) NDSU events per year. In order to have priority in scheduling these dates, NDSU must notify the Authority no less than three (3) years in advance of the desired date(s).

C: Non-Priority Non-Football Athletic Practices: Of the fifty-five (55) total event days, NDSU's use of ten (10) event days will be limited to non-football athletic practices to be scheduled around the Authority's event schedule. The Authority retains the option to re-schedule athletic practices if an event opportunity arises. NDSU will be responsible the costs associated with practices, including security staffing and field installation, if required.

D. Non-Priority Event Dates: Of the fifty five (55) total event days, NDSU's access to the remaining thirty-three (33) days shall be on a first come, first served basis, just as the access that is granted to other lessees. NDSU must comply with the Authority's requirements and procedures for the leasing, booking, and use of the DOME for these events, including the Authority's protection period requirements for similar events and other event definitions set solely by the Authority.

E. NDSU's use of the DOME for Priority Dates and Non-Priority Event Dates shall be limited as such:

- i. NDSU must use five (5) of the Priority Dates and/or Non-Priority Event Dates in the months of July and August.
- ii. Events will be limited only to NDSU athletic events, amateur athletic events/NCAA athletic events, NDSU or Tri-College sponsored job/career fairs, and non-revenue producing NDSU sponsored events.
- iii. Unless waived in writing by the Authority, NDSU shall not use the DOME for any of the following types of events:
 - 1. Official high school activity association sponsored or sanctioned events, unless these games are a part of NDSU's football/basketball game day.
 - 2. Professional sports events of any type.

3. Trade or consumer shows of any type. A job/career fair shall not be considered a trade or consumer show.
 4. Family entertainment events of any type.
 5. Concert events.
- iv. Practices: As addressed in Section 8.C., NDSU is required to use ten (10) days for non-football athletic practices. NDSU shall be able to use their remaining 45 (forty-five) days of Priority Dates and Non-Priority Event Dates for football or non-football athletic practices, but the Authority reserves the right to eliminate the practice day in favor of an event the Authority schedules into the DOME. If the Authority schedules an event which results in NDSU having to incur the expense of installing and/or removing the football field set-up for practice, the Authority shall attempt to have the field installation and removal expense paid by the event. If the Authority is unsuccessful in getting the event to pay this expense, then the payment of the expense shall be mutually agreed upon by the Authority and NDSU. The amount of the field installation and removal shall be mutually agreed upon by NDSU and the Authority. Athletic game practice days also count as one of the use dates, except that football practice dates shall count as one-half of a use date. NDSU shall have the option of paying an additional fee for use of the DOME for practices instead of having the practice date count against their use dates. The practice rental fee shall be \$250 per hour measured from one-half hour before the practice until one-half hour after the practice ends.

NDSU shall not incur any additional expenses of the football field set-up for use on non-game days if the field is already in place. However, if the field must be set-up for practice days or other non-game day use, NDSU shall be responsible for paying all costs incurred by the Authority for setting up the football configuration.

NDSU further agrees to reimburse the Authority for any cleaning or staffing expenses the Authority incurs as a result of NDSU's use of the DOME for practice days.

If the Authority has no events between the specified practice date and the game date, and the Authority shall incur no additional expense by placing the field down in time for the practice date, then the Authority shall place the field down for the practice and game and NDSU shall not incur any additional expense. If there is no DOME event between home football game dates, NDSU shall not be charged for, nor shall any credit be given to NDSU, for any set-up costs.

F. NDSU agrees not to give, sell or sublease any of their use dates to any party or potential lessee of the Authority who could have otherwise leased the DOME directly from the Authority.

G. NDSU shall be allowed to schedule and present any of the prohibited events listed herein as long as NDSU rents the DOME under a separate lease agreement outside of the terms and fees stipulated in this Agreement.

H. It is desired that the Authority and NDSU develop the type of working relationship whereby the parties communicate freely with the other so as to work collaboratively and avoid conflict in this and all other areas relative to this Lease Agreement. The Authority shall follow its own policies relative to first come, first served basis in the event NDSU and the Authority want to schedule a similar or competitive event. The Authority reserves the right to schedule another event at the same time as an NDSU event only if the other event does not interfere with the NDSU event.

I. The Authority shall also assume all responsibility for keeping records on the number of dates scheduled and used in a Lease Year. The Authority shall have the responsibility and obligation to notify NDSU when NDSU has scheduled all of their fifty-five (55) total event days in a Lease Year. NDSU shall pay the Authority for all dates used in excess of the fifty-five (55) total event days herein described at rates solely established by the Authority and covered by a separate lease agreement.

9. DEFAULT. The Authority has the right to cancel this Agreement if NDSU fails to pay the required rentals and expenses or otherwise materially breaches this Agreement and does not cure such material breach within fourteen (14) days after receiving written notice stating the material breach. Failure to indemnify the Authority pursuant to the provisions of Section 17 or failure to provide liability insurance, if required, in accordance with Section 45, shall be a material breach. This remedy is not exclusive and the Authority may, at its discretion, pursue any appropriate remedy.

NDSU shall have the right to cancel this Agreement if the Authority fails to pay any required funds due NDSU or otherwise materially breaches this Agreement and does not cure such material breach within fourteen (14) days after receiving written notice stating the material breach.

10. FINANCIAL SETTLEMENT/EVENT EXPENSES. The Authority shall prepare and present a settlement report to NDSU on a per event basis which shall show the expenses from the event payable to the Authority from NDSU, with payment of such expenses due to the Authority. If NDSU and the Authority cannot agree on the financial settlement for an event, then NDSU's Vice-President for Business Affairs and the Authority's President shall be the arbitrators to make final and binding decision regarding the disputed NDSU event.

11. **COMPLIMENTARY TICKET.** NDSU shall provide Authority with a mutually agreed upon number of complimentary tickets to each NDSU ticketed event in locations mutually agreeable to NDSU and the Authority.

12. **PARKING.**

A. ***FARGODOME Event Parking.*** Except as provided in subsection B below, the Authority shall have the sole right and responsibility to manage and control all of the DOME parking lot areas, control all ingress and egress areas and collect and retain all parking revenues from vehicles using the DOME parking facilities.

B. ***NDSU's Use of FARGODOME Parking Lot Areas.*** NDSU shall have the right to use Lot C (the Southeast DOME parking lot), Lot D (the South DOME parking lot) and Lot E (the Southwest Dome parking lot) in accordance with the terms of an annual Fargodome-NDSU Parking Agreement originating July 30, 2002, and renewing annually. NDSU's use of any other Authority parking areas may only be done with prior written approval from the Authority except as provided below:

1. NDSU Team Makers shall have the right use parking lots E, F & G (the west DOME parking lots) for all NDSU home football games in accordance with the terms of an annual FARGODOME-NDSU Team Makers Parking Agreement originating August 1, 2012, and renewing annually.

2. NDSU employees or faculty working at the Sanford Health Athletic Complex (hereinafter "SHAC"), or other persons attending SHAC events or going to SHAC during regular business hours, may park in Lot C or Lot B, at no charge, unless the Authority has an event at the DOME and is charging a parking fee for use of the lot. On those occasions, SHAC attendees must pay the regular parking fee in order to park in the DOME lot, and the Authority shall retain all such revenue. At no time shall NDSU collect, receive or retain any parking revenue from vehicles parked on the Authority's parking lots unless otherwise agreed to in writing by the Parties. NDSU must notify the Authority in writing regarding the dates and times when a SHAC event is scheduled to take place which will require NDSU's use of the Authority's parking lot.

3. The Authority and NDSU shall designate three hundred-fifty (350) parking spaces in a good location as a VIP parking area for NDSU's use during NDSU football games. Persons using these spaces shall be responsible for paying the Authority for use of the spaces, and/or NDSU may buy-out these spaces for football games at the prevailing per-car parking rate.

4. The Authority hereby agrees that parking in the Authority lots shall be provided free of charge to patrons when NDSU has a non-revenue event, as defined herein, at the DOME. NDSU shall be responsible for the payment of any staffing expenses or other expenses incurred by the Authority for providing this free event parking.

5. NDSU shall be allocated twenty-five (25) parking spaces free of charge for its staff parking on days of its events in Lot A.

13. **CONCESSIONS.** The Authority shall retain all rights to concession sales, including, but not necessarily limited to, all food and beverage products, vending items and checkroom services except as herein agreed upon. No outside food and beverages will be allowed in the DOME. All food and beverages, with the exception of catering services, are provided by the Authority's authorized concessionaire.

14. **FREE SAMPLES.** Neither NDSU nor any of NDSU's attendees may sell or give away any samples of food, beverages or any product deemed by the Authority to be in competition with items sold or distributed by the Authority without prior written approval of the Authority. NDSU, on behalf of its advertisers and sponsors, shall be permitted to give away samples as long as NDSU obtains prior written approval from the Authority and does hereby agree to pay the additional cleaning costs, both inside the DOME and outside the DOME, and assumes all responsibility and liability for damages or injuries which may be incurred from the giveaway items.

15. **STORAGE.** NDSU shall have the use of approximately 1,000 square feet of temporary storage space in the DOME during the football season for the storage of athletic or band equipment. NDSU shall further have the use of the novelty storage room areas on the concourse level, except that NDSU shall be required to remove all their novelty items when another event requires the use of this novelty sales area. The Authority shall provide alternative storage areas for use by NDSU for the storage of said novelty items when the novelty storage area is not available. The Authority assumes no responsibility or liability whatsoever for the safety or security of any items NDSU chooses to store at the DOME.

16. **INDEMNIFICATION.** To the extent permitted under North Dakota law and subject to available appropriations, NDSU shall keep, defend, indemnify and hold harmless, the City of Fargo, the Authority and the management company, and all its officers, agents and employees and each of them, from and against any and all costs, liability, damage or expense, including legal fees and costs, claimed by anyone by reason of injury or damage to person or property directly or indirectly arising out of the leasing and use of the DOME under the terms of this Agreement, except to the extent that the injuries or damage resulting in such claims, costs, liability, damage or expense, including legal fees and costs, are the result of the City's, the Authority's, or the management company's negligence or fault. Nothing, herein shall preclude NDSU from asserting against third parties any defenses to liability it may have under North Dakota law. Each party hereto shall give the other prompt and timely notice of a claim or suit instituted

within its knowledge that in any way, directly or indirectly, contingently or otherwise affects or might affect the other party. Notwithstanding the duty of NDSU to defend, indemnify and hold harmless the City of Fargo, the Authority and the management company as hereinabove provided, the City of Fargo, the Authority and the management company shall each have the right, but not the obligation, to participate in the defense of any claim or action to the extent of its own interest, at its own expense. In the event available appropriations are insufficient to indemnify and satisfy claims against NDSU arising hereunder, NDSU agrees to include in its budget request an appropriation fully sufficient to satisfy such claims. Should the Governor of the State of North Dakota not include in the executive budget for any reason the amount requested pursuant to the preceding sentence, NDSU shall request The North Dakota State Board of Higher Education to independently request that the Legislative Assembly amend the executive budget to include such amounts. NDSU, to the extent permitted by North Dakota law and subject to the available appropriations, shall agree to assume, defend, indemnify, protect and hold the Authority, the City of Fargo and the management company, harmless against any and all claims, damages, or liability resulting directly or indirectly from NDSU's use of the Authority's parking lot areas, except to the extent that the injuries or damage resulting in such claims, costs, liability, damage or expense, including legal fees and costs, are the result of the City's, the Authority's, or the management company's negligence or fault. NDSU further agrees to pay any and all claims or costs which may be made or incurred due to NDSU's use of the DOME parking lot areas. Nothing herein shall preclude NDSU from asserting against third parties any defenses to liability it may have under North Dakota law.

17. INSURANCE. NDSU will obtain insurance that meets the following criteria:

A. Such insurance shall be provided by a comprehensive general liability form of policy including the broad form liability extended coverage, with a combined single limit of at least \$250,000 per person and \$1,000,000 per occurrence.

B. NDSU shall also provide necessary Workers Compensation insurance for NDSU's employees.

C. NDSU shall further furnish comprehensive automobile liability insurance coverage as shall protect NDSU against claims for damages from bodily injury, including wrongful death and property damage which may arise from the operations of any owned, hired or non-owned automobiles used by or for NDSU in any capacity with respect to the performance of Agreement in the amount of \$500,000 per occurrence.

D. The insurance must be written by an insurance company licensed to do business in the State of North Dakota and have an A.M. Best rating of A+ or higher, or the alternative, provide coverage through the North Dakota Risk Management Fund. NDSU shall provide proof of such insurance coverage to the

City and the Authority. If NDSU fails to provide the aforementioned insurance, the Authority shall have the right to either obtain the required insurance with the premium to be paid by NDSU or to terminate this Agreement.

18. **FORCE MAJEURE.** In the event the DOME or any portion thereof shall be destroyed or damaged by fire or other calamity so as to prevent the use of the premises for the purposes and during the periods specified herein, or if the premises cannot be so used because of strikes, acts of God, national emergency or other causes beyond the control of the Authority, then this Lease Agreement shall terminate and NDSU hereby waives any claim against the Authority for damages by reason of such termination except that any unearned portion of the rental fee due hereunder shall abate or be refunded by the Authority to NDSU.

19. **BROADCAST RIGHTS.** NDSU shall retain all rights for Internet streaming and radio and television broadcasting of athletic events and shall be allowed to stream and broadcast athletic events from the DOME at no additional expense, except that NDSU shall pay the Authority for the Authority's out of pocket expenses, including labor and utilities, incurred as a result of the broadcasts or streaming, if these expenses are not paid by the broadcast company.

20. **PUBLIC SAFETY.** NDSU shall at all times conduct the event in full regard for public safety and will abide by all regulations as required by local authorities and the Authority. The Authority shall have the right to interrupt or terminate any event when in the sole judgement of the Authority, it is necessary in the interest of protecting the safety of the public. Whenever possible, the Authority shall confer with NDSU before any such termination. If a termination or interruption occurs, NDSU hereby agrees to waive any claims for damages against the Authority.

Any rigging or hanging of items from the DOME ceiling or roof must be done by approved DOME personnel. No other persons will be permitted to access the DOME roof or catwalk areas.

Any explosives, pyrotechnics or similar materials must be approved by the Authority and local, state and federal officials.

Any vehicle displayed inside the DOME must have the battery cables disconnected, the gas tank either taped shut or locked and may contain no more than one-fourth of a tank of fuel.

21. **EVACUATION.** The Authority shall have the sole right to determine when and if it is necessary to evacuate the DOME for whatever reason. If such evacuation occurs and results in cancellation of the event, NDSU hereby waives any claims for damages against the Authority. In the event such an evacuation occurs, the Authority and NDSU will settle the expenses for the event in a reasonable manner. NDSU will not be charged for that event day as a use date.

22. **OBSTRUCTIONS.** NDSU agrees to keep all portions of sidewalks, entries, doors, passages, vestibules, hallways, corridors, stairways, passageways, concessions stands and all areas of public access unobstructed at all times.

23. **HAZARDOUS MATERIALS.** NDSU agrees not bring onto the premises any material or equipment which could constitute a hazard to property or persons.

24. **FARGODOME SOUND AND LIGHT EQUIPMENT.** Any connection or operation of DOME sound or light equipment will be done only by Authority personnel.

25. **MOTORIZED EQUIPMENT.** All DOME motorized equipment must be operated by authorized Authority employees.

26. **UTILITY REQUIREMENTS.** All utility requirements for the event must be ordered from the Authority. Said utility order must specify whether, and if necessary for the event, in what quantity the following utilities will be needed: electrical, water, compressed air, telephone, gas, drain and cable television.

27. **OPENING OF DOORS.** The Authority reserves the right to open the doors when the Authority deems it necessary to safely and orderly move the public into the DOME. The Authority may cancel any event preparations in order to safely move the public into the DOME.

28. **ADMISSIONS.** All DOME patrons shall be prohibited from bringing food and beverages, bottles, cans, containers, alcoholic beverages, projectiles, weapons, items which may be used as weapons, incendiary devices or any controlled or illegal substances into the DOME or onto the DOME premises.

The Authority reserves the right to conduct a reasonable search of all persons and their possessions prior to entry.

Re-entry on ticket stub is not permitted.

Glitter, confetti, lighter than air or helium balloons are not permitted inside the DOME.

No animals will be permitted in the DOME unless the animal is part of the show or exhibit, or if the animal is used by a physically disabled individual, and only if the animal is on a leash, in a pen or in a caged area.

29. **OBJECTIONABLE PERSONS.** The Authority reserves the right to eject or cause to be ejected from the DOME premises any persons causing a danger to person or property, or a breach of the peace or other disorderly conduct or who otherwise violates FARGODOME rules and regulations.

30. **ACCESS.** The Authority shall have the right to a reasonable access of any and all areas of the DOME occupied by NDSU.

31. **AUTHORITY CONTROL.** The Authority shall at all times maintain control of the DOME and shall be the sole administrator of its rules and regulations relative to its operation of the DOME.

32. **LICENSES.** NDSU shall pay, obtain and be responsible for any and all taxes, licenses or permits required for use of the DOME, and shall relieve the Authority from any responsibility for acquiring or paying for such taxes, licenses or permits.

33. **COPYRIGHT.** NDSU shall assume all responsibility for procuring and paying for the use of any copyrights, trademarks or other materials used in the event. To the extent permitted under North Dakota law and subject to available appropriations, NDSU further agrees to save and hold harmless the Authority from any costs or claims arising from any copyright violations, including copyright or trademark violations resulting from the advertising signs sold or displayed by NDSU.

34. **ANNOUNCEMENTS.** The Authority reserves the right to make announcements in the interest of public safety, to provide information to attendees or to announce upcoming events at the DOME.

35. **ADVERTISING/PUBLICITY.**

A. FARGODOME Trademark. The name “FARGODOME” and the FARGODOME logo are trademarked. Unauthorized use of either is strictly prohibited. NDSU shall have the right to use both the logo and the FARGODOME name only in the promotion and advertising of the events covered by this Agreement. No other use of the name FARGODOME or the FARGODOME logo will be permitted by NDSU without prior written approval from the Authority.

North Dakota State University Trademark. The name “North Dakota State University” and the “Bison Logo” are trademarked. Unauthorized use of either is strictly prohibited. The Authority shall have the right to use both the logo and the North Dakota State University name only in the promotion and advertising of the events covered by this Agreement. No other use of the name “North Dakota State University” or the “Bison Logo” will be permitted by the Authority without prior written approval from NDSU.

B. FARGODOME Advertising. NDSU shall have the right to advertise and publicize the events covered under this Agreement at no cost on the Authority’s electronic display equipment. The Authority and NDSU shall mutually agree on the times when these messages shall run and the content of these messages. The Authority hereby grants NDSU permission to advertise their corporate game sponsor(s) and announcements related to NDSU on the interior electronic message centers and on temporary signs

as mutually agreed upon. NDSU shall be responsible for removing all temporary signs and banners immediately after an NDSU related event. If the Authority removes the banners and/or signs, NDSU shall be responsible for payment of all expenses related to the removal. Other than the aforementioned permission for NDSU events, the Authority Reserves all rights to advertising, electronic display equipment messages, temporary signage and banners in their entirety for non-NDSU related events.

C. Blocking/Covering FARGODOME Signs. The DOME's permanent signs, graphics or displays must not be visibly blocked in any manner, nor may temporary signs or decorations be attached to permanent building graphics.

36. SOLICITATION. No solicitation, distribution or sale of any products, services, advertising or publicity materials or flyers of any type shall be permitted on the DOME premises without obtaining prior written approval from the Authority.

37. EVENT CONTENT. To the extent allowed by applicable law, the Authority reserves the right to approve the content of the event, to cancel an event in progress or to have questionable portions of the event removed if such portions contain materials which are illegal or patently offensive in nature.

38. DEFACEMENTS. NDSU shall not injure, mar, nor in any manner deface the DOME or any equipment contained therein, and shall not cause or permit anything to be done whereby the premises or equipment therein shall be in any manner injured, marred or defaced. NDSU further will not drive or permit to be driven, nails, hooks, tacks or screws into any part of the DOME, or any equipment contained therein, and will not make or allow to be made any alterations of any kind to the DOME or any equipment contained therein and will not affix or permit to be affixed by adhesives, any signs, posters, notices or graphics of any description without written consent of the Authority. NDSU agrees that if the DOME is damaged by NDSU, its event patrons, guests or any person admitted to the premises as a result of the NDSU event, then NDSU shall pay the Authority upon demand such sums as shall be necessary to restore the premises to their original condition, ordinary wear and tear excepted.

39. COMPLIANCE WITH LAW. NDSU agrees that it will comply with all applicable federal, state and local laws, rules, regulations and/or ordinances.

40. CIVIL RIGHTS/ADA. NDSU and the Authority hereby agree that they will not illegally discriminate against any persons relative to admission, services or privileges offered to or enjoyed by the general public. NDSU agrees that it will not illegally discriminate against any person relative to hiring and employment practices for any NDSU event involving NDSU staffing. NDSU further agrees to comply and cooperate with the Authority relative to requirements stipulated in the Americans with Disabilities Act (ADA). The Authority shall pay for any alterations to the DOME required under ADA.

41. **ASSIGNMENT.** This Agreement shall not be assigned, transferred or otherwise encumbered by NDSU without the express written approval of the Authority.

42. **SEVERABILITY.** If any of the provisions contained herein shall for any reasons be held to be invalid, illegal or unenforceable, such invalidity, illegality or unenforceability shall not affect any other provisions contained herein.

43. **ENTIRE AGREEMENT.** No alterations, variations, additions, addendums, representations or agreements to the terms of this Agreement shall be valid unless stated in writing, signed by both NDSU and the Authority, and made a part of this Agreement. This Agreement and all such written addendums shall supersede any and all oral representations or agreements.

44. **AUTHORITY AND JURISDICTION.** Any privilege, right or pre-eminence of authority not herein defined or clearly expressed shall be construed in accordance with the laws of the state of North Dakota, and any action herein must be brought in the District Court for Cass County, North Dakota. All matters not authorized expressly by the terms of this Agreement shall be reserved to the discretion of the Authority.

(Remainder of this page intentionally left blank.)



PRESIDENT, FARGO DOME AUTHORITY

DATE: 7/28/26



ATTEST: SECRETARY, FARGO DOME AUTHORITY

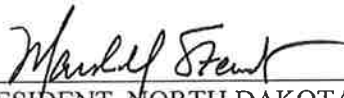
DATE: 07/28/26

MAYOR, CITY OF FARGO

DATE: _____

ATTEST: CITY AUDITOR

DATE: _____



PRESIDENT, NORTH DAKOTA STATE UNIVERSITY

DATE: 7/20/2026



ATTEST: NORTH DAKOTA STATE UNIVERSITY
VICE-PRESIDENT FOR FINANCE AND ADMINISTRATION

DATE: 7/21/26

TO: Board of Commissioners

FROM: Susan Thompson, Director of Finance

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

DATE: 7/27/2026

Receive & File: Sales Tax Update – Accrual Basis

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

Other

Fire – Reallocation of Capital Funds

Award & Budget Adjustments

FCPH – Notice of Grant Award – No. G25.702 CFDA 93.268
Increasing Immunization Rates – Local Public Health Unit

FCPH – Notice of Grant Award – No. G25.702 CFDA 93.268
Respiratory Season Vaccination Kick-off

SWAT – Budget Adjustments for various new revenues (Training Revenue, Recycling, Walmart grant) and offset supply expense accounts

SWAT – Accept donation – Heiser

SWAT – Accept donation – Wrigley

Human Resources & Admin – Reallocation of 2026 Budget Funds

Transit – Approve grant contract

Emergency Management – Grant Award and Budget Adjustment

City of Fargo

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

Data as of 7/24/2026

Payment Date	Collection Month	County Amount	County Collections	County Growth %	2% Sales Tax		City Total Amount	City Growth %
					PSST Amount	Infra & FC Amount		
			9,800,969.25	14.77%			27,644,065.98	7.08%
	Dec-26	-			-	-		
	Nov-26	-			-	-		
	Oct-26	-			-	-		
	Sep-26	-			-	-		
	Aug-26	-			-	-		
	Jul-26	-			-	-		
	Jun-26	-			-	-		
7/22/2026	May-26	2,521,481.29			842,911.06	6,743,288.50		
6/22/2026	Apr-26	1,624,663.49			568,289.22	4,546,313.81		
5/21/2026	Mar-26	2,106,649.76			753,481.55	6,027,852.45		
4/22/2026	Feb-26	1,991,327.23			736,819.60	5,894,556.81		
3/21/2026	Jan-26	1,556,847.48			554,006.80	4,432,054.41		
			23,236,103.87	-0.29%			68,274,579.41	-2.22%
2/23/2026	Dec-25	2,153,670.99			814,634.22	6,517,073.77		
1/23/2026	Nov-25	2,416,687.95			869,473.49	6,955,787.93		
12/19/2025	Oct-25	1,397,583.64			528,563.25	4,228,506.01		
11/24/2025	Sep-25	2,379,895.75			836,408.75	6,691,270.01		
10/21/2025	Aug-25	2,281,923.54			835,497.50	6,683,979.99		
9/22/2025	Jul-25	1,796,292.91			622,825.54	4,982,604.32		
8/21/2025	Jun-25	2,270,466.69			803,789.60	6,430,316.85		
7/22/2025	May-25	2,053,576.19			749,363.21	5,994,905.70		
6/20/2025	Apr-25	1,616,213.54			600,695.48	4,805,564.00		
5/21/2025	Mar-25	1,698,986.33				5,424,656.49		
4/23/2025	Feb-25	1,477,568.31				4,523,059.23		
3/21/2025	Jan-25	1,693,238.03				5,036,855.11		
2/21/2025	Dec-24	2,207,030.88	23,304,345.12	0.86%		6,626,714.99	69,824,744.71	0.83%
1/21/2025	Nov-24	2,281,112.22				6,540,733.39		
12/20/2024	Oct-24	1,764,529.62				5,342,358.63		
11/22/2024	Sept-24	2,257,740.11				6,622,406.84		
10/21/2024	Aug-24	2,088,361.27				6,284,633.45		
9/21/2024	July-24	1,746,626.42				5,168,111.30		
8/21/2024	June-24	2,659,707.17				7,859,913.01		
7/22/2024	May-24	1,348,902.41				4,252,926.43		
6/24/2024	Apr-24	1,759,660.73				5,404,517.72		
5/21/2024	Mar-24	2,276,388.27				6,980,911.25		
4/22/2024	Feb-24	1,023,591.77				3,163,097.74		
3/21/2024	Jan-24	1,890,694.25				5,578,419.96		
2023 Collections			23,106,462.71	8.18%			69,250,461.96	4.02%
2022 Collections			21,358,922.89	-2.56%			66,571,120.26	4.28%
2021 Collections			21,920,710.74	31.11%			63,840,810.53	29.90%
2020 Collections			16,719,327.13	0.30%			49,146,842.57	-5.00%
2019 Collections			16,670,136.34	6.04%			51,732,824.69	7.36%
2018 Collections			15,720,221.20				48,185,965.90	
2017 Collections			2,796,024.89					
Totals Since 2019			\$ 174,633,224				\$ 523,513,473	

Report of Action:
FAHR Meeting of July 27, 2026

☐ Purchase Policy
☐ Budget Adjustment/Reallocation
☐ Personnel Request
☒ Other Financial

Department: Fire

Net Financial Impact: \$0

Description:

See attached memo.

At this time, FAHR recommends approval of the reallocation for the temporary live-burn training shipping containers and the utility terrain vehicle (UTV). FAHR believes these items address immediate operational and training needs while remaining consistent with the Fire Department's long-term planning efforts for the future training facility.

FAHR is not recommending approval of the requested staff vehicle at this time. The Committee intends to review that request at a later date following a broader evaluation of the Fire Department's vehicle fleet and future fleet needs to ensure the request aligns with the City's overall fleet strategy and operational priorities.

Suggested Motion:

Move to approve the use of existing 2026 Fire Department capital funds, account 475-4010-510.74-10, originally budgeted for the Mobile Ventilation Prop and Mobile Auto Extrication Prop, for the purchase of temporary live-burn training shipping containers and associated setup, and a utility terrain vehicle (UTV). All expenditures shall remain within the existing approved 2026 budget.



TO: FAHR Committee

FROM: Fire Chief Gary Lorenz

DATE: 7/27/2026

SUBJECT: Reallocation of Capital Funds

In the 2026 Fire Department Budget account 475-4010-510.74-10, a Mobile Ventilation Prop (\$100,000) and a Mobile Auto Extrication Prop (\$21,500) are identified.

Since the 2026 budget was developed, the city has acquired property for new fire department training facility, and we are currently working to identify an architect/engineering firm to develop conceptual designs and cost estimates for developing this property. Therefore, I do not believe it would be prudent to purchase these two items that may not fit into upcoming training facilities and props. Once the funds are available, the Fargo Fire Department team will follow all applicable City of Fargo purchasing policies.

I am requesting that these funds be reallocated for the following items:

- Shipping containers to be used for live burn training - approximately \$45,500
 - Includes the purchase of shipping containers and associated setup costs.
 - Due to the poor condition of the current live-burn training facility, the container assembly would provide an interim training solution until a permanent live-burn structure is constructed as part of the future training facility.
 - As the new training facility becomes operational, the Fargo Fire Department will seek opportunities to repurpose the shipping containers for other training, equipment storage, or operational needs to maximize their long-term value to the City.
- Staff vehicle – approximately \$40,000
 - This was requested in the 2027 budget but not funded.
 - Vehicle to be housed out of Fire Station 1 for administrative staff for City business, including travel to training, meetings, and other work-related activities in and outside of Fargo.
- UTV – approximately \$36,000
 - This will be a shared-use utility vehicle for multiple purposes such as grass and brush fires in hard-to-reach locations, emergency response at events such as NDSU tailgating and the street fair, and movement of personnel and equipment at the new training location.

Recommended Motion:

Move to approve the use of the budgeted \$121,500 in existing 2026 Fire Department capital funds, account 475-4010-510.74-10, originally identified for the Mobile Ventilation Prop and Mobile Auto Extrication Prop, for equipment needs that have become a higher priority during 2026, including temporary live-burn training containers and associated setup, an additional staff vehicle, and a utility terrain vehicle (UTV). All expenditures will remain within the existing approved budget and be completed in accordance with applicable City purchasing policies and procurement requirements.

Report of Action:
FAHR Meeting of July 27, 2026

☐ Purchase Policy
☐ Budget Adjustment/Reallocation
☐ Personnel Request
☒ Other Financial

Department: Health

Net Financial Impact: \$76,901.00

Description: See attached memo. Health requests approval of Grant award for increasing immunization rates – Local Public Health Unit No.: G25.702 CFDA: 93.268 from the ND Department of Health and Human Services. These grant funds were included with the preliminary 2027 Budget.

At their meeting, FAHR endorsed this request.

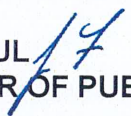
Suggested Motion:

Approve the recommendation of this notice of grant award from ND Department of Health and Human Services. Funds are included with the 2027 preliminary budget.



M E M O R A N D U M

TO: FAHR/BOARD OF CITY COMMISSIONERS

FROM: JENN FAUL 
DIRECTOR OF PUBLIC HEALTH

DATE: JULY 27, 2026

RE: NOTICE OF GRANT AWARD FOR INCREASING IMMUNIZATION
RATES – LOCAL PUBLIC HEALTH UNIT
NO: G25.702 CFDA: 93.268
FUNDS: \$76,901
EXPIRES: 06/30/2027

The attached notice of grant award from ND Department of Health and Human Services is for increasing immunization rates.

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

Suggested Motion:

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

JF/lls
Attachment



NOTICE OF GRANT AWARD

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

Grant Number G25.702	CFDA Name Immunization Cooperative Agreements	CFDA Number 93.268	
FAIN Number NH23IP922702	Grant Type (Check One) ☒ Program ☐ R&D	Grant Start Date 7/1/2026	
Federal Award Date 6/24/2026	Federal Awarding Agency Centers for Disease Control and Prevention (CDC)	Grant End Date 6/30/2027	
This award is not effective and expenditures related to this award should not be incurred until all parties have signed this document.			
Title of Project/Program Increasing Immunization Rates – Local Public Health		North Dakota Department of Health and Human Services (NDDHHS) Project Code: 2211 S315-OC-10 36	
Grantee Name Fargo Cass Public Health		Project Director Mary Woinarowicz, Immunization Director	
Address 1240 25 th Street S		Address 600 East Boulevard Ave., Dept. 325	
City/State/ZIP Code Fargo, ND 58103-2367		City/State/ZIP Code Bismarck, ND 58505-0250	
Contact Name Jenn Faul		Contact Name Mary Woinarowicz, Immunization Director	
Telephone Number 701-241-1380		Telephone Number 701-328-2404	
Email Address jfaul@fargond.gov		Email Address mary.woinarowicz@nd.gov	
	NDDHHS Cost Share	Grantee Cost Share	Total Costs
Amount Awarded	\$76,901	\$0	\$76,901
Previous Funds Awarded	\$0	\$0	\$0
Total Funds Awarded	\$76,901	\$0	\$76,901
Indirect Rate (Check One)	☒ Subrecipient waived indirect costs	☐ De minimis rate of % (limited to 15%)	☐ Negotiated/Approved rate of %
Scope of Service Scope of service is defined in Attachment A.			
Reporting Requirements Reporting requirements are defined in Attachment B.			
Special Conditions Non-allowable expenses include vaccine, promotional materials (i.e., plaques, clothing, lanyards), purchase of food (unless part of travel per diem), advertising costs (exhibits, displays, souvenirs), lobbying, or honoraria. Additional non-allowable expenses can be found in 2 CFR Part 200, 45 CFR Part 75, and HHS Grants Policy Statement.			
This Notice of Grant Award is subject to the terms and conditions incorporated either directly or by reference in the following: (1) Requirements Addendum and Grantee Assurances for Notice of Grant Awards issued by the NDDHHS as signed by Grantee for the period of July 1, 2025 to June 30, 2027 [Finance Use Only: ☒ Requirements Received; ☐ Questionnaire received] and (2) applicable State and Federal regulations.			
Evidence of Grantee's Acceptance		Evidence of NDDHHS Acceptance	
Date 07/23/2026	Signature 	Date	Signature
Typed Name/Title of Authorized Representative Jenn Faul, Director of Public Health		Typed Name/Title of Authorized Representative Mary Woinarowicz, Immunization Unit Director	
Date	Signature	Date	Signature
Typed Name/Title of Authorized Representative Joshua A. Boschee, Mayor, City of Fargo		Typed Name/Title of Authorized Representative Dirk D. Wilke, J.D., M.B.A, Executive Director of Public Health	
ATTEST: _____ Angie Bear, Deputy City Auditor, on behalf of City Auditor			

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

G25.702
Fargo Cass Public Health
Attachment A
2025 – 2030 North Dakota Local Public Health Increasing Immunization Rates Grants

Scope of Service

The objectives of this grant are in line with the 2025 – 2030 Centers for Disease Control and Prevention National Center for Immunization and Respiratory Diseases Notice of Funding Opportunity (NOFO) number 25-0007, Strengthening Vaccine-Preventable Disease Prevention and Response.

Activities: Required activities are shown in **BOLD**.

- **Local public health will assist childcares and schools in accessing immunization records for students and determining compliance with immunization recommendations.**
- **Local public health will use NDIIS data or knowledge of their communities to identify areas or populations with low immunization coverage.** Factors to consider may include:

- Immunization rate differences among vaccines
- Immunization rate differences among age groups
- Insurance coverage rates
- Vaccines for Children (VFC) eligibility rates
- Rurality

Use North Dakota Immunization Information System (NDIIS) and school immunization survey coverage rates for your jurisdiction and/or facility to determine baseline rates and establish immunization coverage goals for the one-year and five-year grant period. Rates could include, but are not limited to:

- Infants
 - 4:3:1:3:3:1:4 series
 - Influenza
- Children (kindergarten entry)
- Adolescents
 - Tdap
 - MCV4 or MCV5
 - HPV
 - Influenza
- Adults
 - PCV15, PCV 20, or PCV21
 - Zoster
 - RSV
 - Influenza
- **Identify a population with low immunization coverage and implement at least one evidence-based strategy to increase immunization rates in that community.**
 - Examples include, but are not limited to:
 - Reminder/recall for immunizations
 - Provider reminders (forecasting)
 - Vaccination programs in WIC settings
 - Implementation of school-located vaccination programs
 - Outreach through immunization coalitions
 - Worksite immunizations
 - **Report activities to increase immunization coverage rates on quarterly activity reports.**
 - Summarize evidence of impact or evaluation results, if available.

- **Applicable staff at the local public health unit will attend monthly NDDHHS Immunization Unit Lunch and Learn webinars and read weekly email updates.**
- Consider additional educational activities, which could include, but are not limited to:
 - Implement educational programs for immunization providers and stakeholders in your area.
 - Participate in other immunization-related webinars.
 - Attend the North Dakota Immunization Conference (if applicable).
 - Report on the number of webinars and/or other educational opportunities held or attended by unit staff on the quarterly activity report.
- Collaborate with immunization coalitions, health care systems, public health programs (e.g., chronic disease, STD, WIC, HIV), community-based organizations, and other stakeholders to engage populations/communities (e.g., tribal, adult, adolescent, or other ethnic, racial, or cultural subpopulations).
 - Participate in or host regular meetings with immunization stakeholders in your area in an effort to increase immunization coverage rates.
 - Report on the number of meetings hosted and/or attended on quarterly activity reports.
- Collaborate with points-of-contact (POCs) from the jurisdiction's American Indian (AI) communities, tribal governments, tribal organizations representing those governments, tribal epidemiology centers, and Indian Health Services to improve vaccination coverage among AI communities.
 - Convene meetings with tribal health and/or Indian Health Services about immunizations.
 - Engage tribes in immunization activities.
 - Report on the number of meetings and/or contacts with American Indian organizations on the quarterly activity report.
- Implement appropriate public health activities for the control and prevention of cases and/or outbreaks of vaccine preventable diseases (VPDs) that are nationally notifiable and reportable in the jurisdiction in accordance with the [CDC Manual for the Surveillance of Vaccine-Preventable Diseases](#).
 - If requested, assist the NDDHHS with the investigation and/or response to VPDs.
- **Pandemic Influenza Preparedness:** Work with new and existing partners to increase demand for seasonal influenza vaccine to improve preparedness for an influenza pandemic, including school-located vaccination. Suggested activities include, but are not limited to:
 - Conduct school-located vaccination clinics.
 - Activity reports on school-located clinics should quantify the number of clinics held, types of vaccines administered, total number of individuals targeted, dates of clinics with respect to jurisdiction's influenza season, and a description of target population by age and race/ethnicity.
 - Conduct mass or off-site clinics for vaccination.
 - Activity reports on mass clinics should quantify the number of clinics held, types of vaccines administered, total number of individuals targeted, dates of clinics with respect to jurisdiction's influenza season, and a description of target population by age and race/ethnicity.
 - Work with new and existing partners, such as local authorities, health care institutions, medical providers, pharmacies, visiting nurse associations, community vaccinators, community outreach groups, advocacy groups, and/or local businesses, especially those who serve groups at high risk for complications from influenza infection and/or in underserved population groups, to increase demand for seasonal influenza immunization.
 - Report the number and types of partners engaged to promote seasonal influenza vaccination.

G25.702
Fargo Cass Public Health
Attachment B
2025 – 2030 North Dakota Local Public Health Increasing Immunization Rates Grants

Reporting Requirements

Grantee must submit activity reports via a Qualtrics survey and expenditure reports via the Program Reporting System (PRS) at least quarterly. If requesting reimbursement more frequently than quarterly, then Qualtrics surveys must be submitted more frequently in addition to requests for reimbursement in PRS. A link for the Qualtrics survey for the required immunization activity report will be distributed and should be completed prior to submitting requests for reimbursement in PRS.

- Activity report and expenditure report for the period ending September 30, 2026 must be submitted by October 15, 2026.
- Activity report and expenditure report for the period ending December 31, 2026 must be submitted by January 15, 2027.
- Activity report and expenditure report for the period ending March 31, 2027 must be submitted by April 15, 2027.
- Activity report and expenditure report for the period ending June 30, 2027 must be submitted by July 15, 2027.

Reimbursement will be processed upon Department approval of activity reports and expenditure reports.

Report of Action:
FAHR Meeting of July 27, 2026



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

Department: Health

Net Financial Impact: \$15,000.00

Description: See attached memo. Health requests approval of Grant award for hosting a respiratory season kick-off, No.: G25.702 CFDA: 93.268 from the ND Department of Health and Human Services.

At their meeting, FAHR endorsed this request.

Suggested Motion:

Approve the recommendation of this notice of grant award from ND Department of Health and Human Services and related budget adjustment.

M E M O R A N D U M

TO: FAHR/BOARD OF CITY COMMISSIONERS

FROM: JENN FAUL 
DIRECTOR OF PUBLIC HEALTH

DATE: JULY 27, 2026

RE: NOTICE OF GRANT AWARD FOR RESPIRATORY SEASON
VACCINATION KICK-OFF.
NO: G25.702 CFDA: 93.268
FUNDS: \$15,000
EXPIRES: 06/30/2027

The attached notice of grant award from ND Department of Health and Human Services is for hosting a respiratory season kick-off immunization event and at least one additional community-wide activity to increase respiratory season immunization rates.

BUDGET ADJUSTMENT

REVENUE

101-0000-361-12-06 \$15,000

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

Suggested Motion:

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

JF/lls
Attachment



NOTICE OF GRANT AWARD

NORTH DAKOTA DEPARTMENT OF HEALTH AND HUMAN SERVICES

SFN 53771 (05-2025)

Grant Number G25.734	CFDA Name Immunization Cooperative Agreements	CFDA Number 93.268
FAIN Number NH23IP922702	Grant Type (Check One) ☒ Program ☐ R&D	Grant Start Date 7/1/2026
Federal Award Date	Grant End Date 6/30/2027	
Federal Awarding Agency Centers for Disease Control and Prevention (CDC)		

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

Title of Project/Program Respiratory Season Vaccination Kick-Off	North Dakota Department of Health and Human Services (NDDHHS) Project Code: PPHF: 2211 S315-OC-10 36: \$12,000. Pan Flu: 2211 S316-OC-10 35: \$3,000.
Grantee Name Fargo Cass Public Health	Project Director Mary Woinarowicz, Immunization Director
Address: 1240 25 th Street S	Address: 600 East Boulevard Ave., Dept. 325
City/State/ZIP Code: Fargo, ND 58103-2367	City/State/ZIP Code: Bismarck, ND 58505-0250
Contact Name: Jenn Faul	Contact Name: Jenny Galbraith, Adult Immunization Manager
Telephone Number: 701-241-1380	Telephone Number: 701-328-2335
Email Address: jfaul@fargond.gov	Email Address: jgalbraith@nd.gov

	NDDHHS Cost Share	Grantee Cost Share	Total Costs
Amount Awarded	\$15,000	\$0	\$15,000
Previous Funds Awarded	\$0	\$0	\$0
Total Funds Awarded	\$15,000	\$0	\$15,000
Indirect Rate (Check One)	☒ Subrecipient waived indirect costs	☐ De minimis rate of _____ % (limited to 15%)	☐ Negotiated/Approved rate of _____ %

Scope of Service

Grantee will plan and host a respiratory season kick-off immunization event and at least one additional community-wide activity to increase respiratory season immunization rates. Grantee will use vaccination registration software that is connected to the North Dakota Immunization Information System (NDIIS) for at least one vaccination clinic and will use NDIIS to evaluate respiratory season immunization coverage rates for their jurisdiction compared to the previous season. Grantee will include best practices and lessons learned into pandemic plans and share with other local health departments and the NDDHHS Immunization Unit.

Reporting Requirements

Grantee must submit activity reports via a Qualtrics survey and expenditure reports via the Program Reporting System (PRS) at least quarterly. If requesting reimbursement more frequently than quarterly, then Qualtrics surveys must be submitted more frequently in addition to requests for reimbursement in PRS. A link for the Qualtrics survey for the required immunization activity report will be distributed and should be completed prior to submitting requests for reimbursement in PRS.

Expenditure report for the period ending June 30, 2027 must be received by July 15, 2027.

A final report of completed activities will be due by July 15, 2027.

Reimbursements will be processed upon Department approval of expenditures and reports.

Special Conditions

Non-allowable expenses include vaccine, promotional materials (i.e., plaques, clothing, lanyards), purchase of food (unless part of travel per diem), advertising costs (exhibits, displays, souvenirs), lobbying, or honoraria. Additional non-allowable expenses can be found in 2 CFR Part 200, 45 CFR Part 75, and HHS Grants Policy Statement.

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

Evidence of Grantee's Acceptance		Evidence of NDDHHS Acceptance	
Date 07/23/2026	Signature 	Date	Signature
Typed Name/Title of Authorized Representative Jenn Faul, Director of Public Health		Typed Name/Title of Authorized Representative Mary Woinarowicz, Immunization Unit Director	
Date	Signature	Date	Signature
Typed Name/Title of Authorized Representative Joshua A. Boschee, Mayor, City of Fargo		Typed Name/Title of Authorized Representative Dirk D. Wilke, J.D., M.B.A, Executive Director of Public Health	
ATTEST: _____ Angie Bear, Deputy Auditor acting on behalf of City Auditor			

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

BUDGET ADJUSTMENT REQUEST

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

Finance should review this adjustment request form for validity before it is presented to ensure accuracy. Any budget adjustments that increase expenditures **MUST** be approved by City Commission to be entered.

DEPARTMENT:	<u>Fargo Cass Public Health</u>		
REQUESTED BY:	<u>Jenn Faul</u>	PROJECT NUMBER :	<u>HE13</u>
DATE PREPARED:	<u>7/22/2026</u>	Grant Number:	<u>G25.734</u>
DESCRIPTION OF REQUEST:	Notice of Grant Award for Respiratory Season Vaccination Kick Off Grant awarded \$515,000 for July 1, 2026 - June 30, 2027. We will plan and host a respiratory season kick off immunization event and at least one additional community-wide activity to increase respiratory season immunization rates. This funding will be used for expenses staff. CFDA Number: 93.268		

REVENUE ACCOUNT NUMBER:	CURRENT BUDGET	REQUESTED ADJUSTMENT	NEW BUDGET
101-0000-361-12-06	\$ 75,000	\$ 15,000	\$ 90,000
		+	= \$ -
		TOTAL REVENUE ADJUSTMENTS:	\$ 15,000

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

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

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

Report of Action:
FAHR Meeting of July 27, 2026



☐ Purchase Policy
☒ Budget Adjustment/Reallocation
☐ Personnel Request
☐ Other Financial

Department: SWAT

Net Financial Impact: \$23,077.68

Description: See attached Memo. SWAT requests a budget adjustment to recognize revenue not included in the 2026 budget from entities attending training courses (\$20,063.50); recycling of ammunition casings (\$2014.18) and a Walmart grant (\$1,000), along with corresponding budget adjustments for supplies (\$23,077.68). The Hometown Heros and Sniper Competition revenue and related expense budget adjustments have been approved by Commission.

At their meeting, FAHR endorsed this request.

Suggested Motion:

Approve the recommendation for a budget adjustment as presented.



RED RIVER VALLEY S.W.A.T.

MEMORANDUM

To: F.A.H.R. Committee

From: LT Nate Nieman

Date: 07/17/2026

RE: Budget Adjustment

I respectfully submit this formal request for approval to move funds from the Red River Valley SWAT revenue accounts to our General Supplies expense account. The specific revenue I would like to move is from multiple sources. Red River Valley SWAT facilitates SWAT Basic courses for local and regional SWAT operators. Red River Valley SWAT also recycles expended ammunition casings through Bernath Recycling. In addition, Red River Valley SWAT has received donations from the Walmart Police Grant Program, a SWAT Sniper Competition donation, and the Hometown Heroes Foundation. The total revenue available to be transferred from these sources is \$28,216.63.

Currently, the General Supplies account is being depleted as we continue to replace aging equipment and maintain the operational readiness of the team. The transfer of these funds will allow for the purchase of critical equipment and supplies necessary to support Red River Valley SWAT operations, including replacement equipment, tactical gear, equipment maintenance, and other operational needs.

I appreciate your time and consideration of this request. Your support will enable our team to continue its critical mission of protecting our community.

Recommended Motion:

Approve the transfer of funds from Red River Valley SWAT revenue accounts to the General Supplies expense account.

Revenue Accounts:

216-5016-337.26-00	\$20,663.55	\$20,063.50	Adjust to training proceeds amount
216-5016-361.99-00	\$2,014.18		Recycled ammunition
216-5016-365.10-00	\$5,538.90		Previously approved by BOCC
216-5016-365.10.00		\$1000	Walmart donation
• Total budget adjustment:		\$28,216.63	\$23,077.68

Finance Adj 7/29/2026
sjt

Expense Account:

216-5016-411.61-40 (General Supplies)	\$28,216.63	\$23,077.68
• Total budget adjustment:		\$28,216.63 \$23,077.68



BUDGET ADJUSTMENT REQUEST

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

Finance should review this adjustment request form for validity before it is presented to ensure accuracy. Any budget adjustments that increase expenditures **MUST** be approved by City Commission to be entered.

DEPARTMENT: Red River Valley SWAT

REQUESTED BY: Lt. Nate Nieman

PROJECT NUMBER : _____

DATE PREPARED: 7/17/2026

DESCRIPTION OF REQUEST:

SWAT requests budget adjustments to revenue and expense accounts as per the related memo.

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

REVENUE ACCOUNT NUMBER:	CURRENT BUDGET	REQUESTED ADJUSTMENT	NEW BUDGET
216-5016-337.26-00	\$ 62,202	\$ 20,064	\$ 82,266
216-5016-361.99-00	\$ -	\$ 2,014	\$ 2,014
216-5016-365.10.00	\$ 15,000	\$ 1,000	\$ 16,000
	+		
		+	
			\$ -
TOTAL REVENUE ADJUSTMENTS:		\$ 23,078	

EXPENSE ACCOUNT NUMBER:	CURRENT BUDGET	REQUESTED ADJUSTMENT	NEW BUDGET
216-5016-411.61-40	\$ 113,131	\$ 23,078	\$ 136,209
			\$ -
	+		\$ -
	+		\$ -
	+		\$ -
	+		\$ -
	+		\$ -
	+		\$ -
TOTAL EXPENSE ADJUSTMENTS:		\$ 23,078	

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

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

FINANCE DEPT USE ONLY:

FAHR REVIEWED ON: _____

COMMISSION APPROVED ON: _____

ENTERED BY FINANCE:

Date: _____

By: _____

BA# _____

Report of Action:
FAHR Meeting of July 27, 2026



☐	Purchase Policy
☒	Budget Adjustment/Reallocation
☐	Personnel Request
☒	Other Financial

Department: SWAT

Net Financial Impact: \$12,000.00

Description: See attached Memo. SWAT has been awarded a donation from Curt Heiser to support SWAT's operational needs and enhance the safety and effectiveness of our personnel.

At their meeting, FAHR endorsed this request.

Suggested Motion:

Approve the donation of \$12,000.00 from Curt Heiser along with the budget adjustment as presented.



RED RIVER VALLEY S.W.A.T.

To: FAHR Committee

From: LT Nate Nieman

Date: 07/23/2026

Re: Acceptance of Donation from Curt Heiser

Curt Heiser has generously donated **\$12,000** to the City of Fargo for the benefit of the Red River Valley SWAT Team to support our ongoing efforts to serve and protect the communities we represent. Mr. Heiser requested that the donation be used to support the team's operational needs and enhance the safety and effectiveness of our personnel.

After discussing the team's current priorities with Mr. Heiser, we shared our plan to use these funds to continue the transition and modernization of the Red River Valley SWAT Team's weapon systems. This project focuses on replacing aging and outdated equipment with modern, reliable platforms that improve officer safety, operational effectiveness, and long-term sustainability. Mr. Heiser fully supported this proposal and recognized the importance of ensuring our personnel have dependable, lifesaving equipment while responding to high-risk incidents.

At this time, I respectfully request that the donated funds be accepted and transferred into the Red River Valley SWAT General Supplies expense account (216-5016-411.61-40). Once the funds are available, the Red River Valley SWAT Team will follow all applicable City of Fargo purchasing policies. When the project is ready to move forward, we will complete the required Request for Quote (RFQ) process and comply with all City procurement requirements before making any purchases.

On behalf of the Red River Valley SWAT Team, I would like to express our sincere appreciation to Curt Heiser for his generosity and commitment to supporting the safety of our officers and the communities we serve.

Recommended Motion:

Approve the acceptance of the Curt Heiser donation and transfer the funds to the 2026 Operating Budget.

Expense Account

216-5016-411.61-40 (General Supplies) = **\$12,000.00**



BUDGET ADJUSTMENT REQUEST

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

Finance should review this adjustment request form for validity before it is presented to ensure accuracy. Any budget adjustments that increase expenditures **MUST** be approved by City Commission to be entered.

DEPARTMENT: Red River Valley SWAT

REQUESTED BY: Lt. Nate Nieman

PROJECT NUMBER : _____

DATE PREPARED: 7/23/2026

DESCRIPTION OF REQUEST:

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

I respectfully request approval to accept a \$12,000 donation from the Kurt Heiser and transfer the funds into the Red River Valley SWAT General Supplies expense account. These funds will support critical SWAT equipment needs.

REVENUE ACCOUNT NUMBER:	CURRENT BUDGET	REQUESTED ADJUSTMENT	NEW BUDGET
216-5016-365.10-00	\$ 16,000	\$ 12,000	\$ 28,000
			=
		+	=
		+	= \$ -
TOTAL REVENUE ADJUSTMENTS:		\$ 12,000	

EXPENSE ACCOUNT NUMBER:	CURRENT BUDGET	REQUESTED ADJUSTMENT	NEW BUDGET
216-5016-411.61-40	\$ 136,209	\$ 12,000	= \$ 148,209
			= \$ -
		+	= \$ -
		+	= \$ -
		+	= \$ -
		+	= \$ -
		+	= \$ -
TOTAL EXPENSE ADJUSTMENTS:		\$ 12,000	

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

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

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

Report of Action:
FAHR Meeting of July 27, 2026



☐	Purchase Policy
☒	Budget Adjustment/Reallocation
☐	Personnel Request
☒	Other Financial

Department: SWAT

Net Financial Impact: \$20,000.00

Description: See attached Memo. SWAT has been awarded a donation from Wrigley Family to support SWAT's operational needs and enhance the safety and effectiveness of our personnel.

At their meeting, FAHR endorsed this request.

Suggested Motion:

Approve the donation of \$20,000.00 from the Wrigley Family along with the budget adjustment as presented.



RED RIVER VALLEY S.W.A.T.

To: FAHR Committee

From: LT Nate Nieman

Date: 07/17/2026

Re: Acceptance of Wrigley Family Donation for Red River Valley SWAT Equipment

The Wrigley Family has generously donated **\$20,000** to the City of Fargo for the benefit of the Red River Valley SWAT Team to support our ongoing efforts to serve and protect the communities we represent. The family requested that the donation be used for protective equipment or other needs that enhance the safety and effectiveness of the team.

After discussing the team's current needs with the Wrigley Family, we shared our plan to use these funds to complete the transition of our SWAT sniper team from aging and outdated weapon systems to modern, reliable platforms. The family fully supported this proposal and understood the importance of providing our personnel with dependable, lifesaving equipment that enhances both officer safety and operational effectiveness.

At this time, I respectfully request that the donated funds be accepted and transferred into the Red River Valley SWAT General Supplies expense account (216-5016-411.61-40). Once the funds are available, the Red River Valley SWAT Team will follow all applicable City of Fargo purchasing policies. When the project is ready to move forward, we will complete the required Request for Quote (RFQ) process and comply with all City procurement requirements before making any purchases.

On behalf of the Red River Valley SWAT Team, I would like to express our sincere appreciation to the Wrigley Family for their generosity and commitment to supporting the safety of our officers and the communities we serve.

Recommended Motion:

Approve the acceptance of the Wrigley Family donation and transfer the funds to the 2026 Operating Budget.

Expense Account

216-5016-411.61-40 (General Supplies) = **\$20,000.00**





1102 15TH AVENUE NW, BOX 1516
FARGO, NORTH DAKOTA 58107

Certified For
ASME B31.1-2011
National Board - R

July 17, 2026

Lieutenant Nate Nieman
Criminal Investigations Lieutenant
Red River Valley SWAT Commander

Please accept this donation of **\$20,000.00** to the **Red River Valley SWAT Team** in support of your ongoing efforts to serve and protect our communities. Put the money towards protective gear or whatever you need for safety and effectiveness of your team.

Thank you for your dedication, professionalism, and commitment to public safety.

With gratitude for your dedication and service,

The Wrigley Family

Gloria Wrigley
Blake and Cathie Wrigley
Drew Wrigley
Keith and Tanya Wrigley-Lingle

BUDGET ADJUSTMENT REQUEST

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

Finance should review this adjustment request form for validity before it is presented to ensure accuracy. Any budget adjustments that increase expenditures **MUST** be approved by City Commission to be entered.

DEPARTMENT: Red River Valley SWAT

REQUESTED BY: Lt. Nate Nieman PROJECT NUMBER : _____

DATE PREPARED: 7/17/2026

DESCRIPTION OF REQUEST: I respectfully request approval to accept a \$20,000 donation from the Wrigley Family and transfer the funds into the Red River Valley SWAT General Supplies expense account. These funds will support critical SWAT equipment needs.

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

REVENUE ACCOUNT NUMBER:	CURRENT BUDGET	REQUESTED ADJUSTMENT	NEW BUDGET
216-5016-365.10-00	\$ 28,000	\$ 20,000	\$ 48,000
		=	
	+	=	
	+	=	\$ -
TOTAL REVENUE ADJUSTMENTS:		\$ 20,000	

EXPENSE ACCOUNT NUMBER:	CURRENT BUDGET	REQUESTED ADJUSTMENT	NEW BUDGET
216-5016-411.61-40	\$ 148,209	\$ 20,000	= \$ 168,209
		=	\$ -
	+	=	\$ -
	+	=	\$ -
	+	=	\$ -
	+	=	\$ -
	+	=	\$ -
TOTAL EXPENSE ADJUSTMENTS:		\$ 20,000	

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

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

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

Report of Action:
FAHR Meeting of July 27, 2026



☐	Purchase Policy
☒	Budget Adjustment/Reallocation
☐	Personnel Request
☒	Other Financial

Department: Human Resources

Net Financial Impact: \$0 reallocation of budgeted funds

Description: See attached Memo. Human Resources would like to provide leadership training to approximately 50 leaders, managers, and supervisors at the City of Fargo. Administration has indicated various accounts that will provide budget dollars to be used.

At their meeting, FAHR endorsed this request.

Suggested Motion:

Approve leadership training in the additional amount of \$7,200.00 and related budget adjustment.

TO: FAHR Committee
FROM: Michael Mitchell, Training and Development Coordinator
RE: Leadership Training – Budget Adjustment
DATE July 15, 2026

Background:

In 2018, the City of Fargo Human Resource Department initiated Leadership Development Training for all leaders, supervisors and managers. This training was coordinated through a partnership agreement with North Dakota State College of Science (NDSCS). The training was highly successful and continued through 2023. The partnership agreement with NDSCS was not renewed in 2024. As a result, there has been no leadership development training since the suspension of this partnership.

In 2026, the Human Resources training budget which supports all City of Fargo employee training was reduced from \$17,500 to \$12,500. Additionally, an unforeseen budget reduction to the training budget occurred when a portion the Vector Solutions LMS package was eliminated. The current amount in the HR training budget is approximately \$5400.

My goal for 2026 is to reinstate a leadership program by working with a new partnership with the University of Mary. We currently have 50 leaders, managers, and supervisors who have no formal leadership development training. To accomplish this, we are asking for an HR training budget adjustment of \$7200.

BUDGET ADJUSTMENT REQUEST

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

Finance should review this adjustment request form for validity before it is presented to ensure accuracy. Any budget adjustments that increase expenditures **MUST** be approved by City Commission to be entered.

DEPARTMENT: Human Resources

REQUESTED BY: Mike Mitchell PROJECT NUMBER : _____

DATE PREPARED: 7/27/2026

DESCRIPTION OF REQUEST: as per FAHR discussion - reallocate unspent Admin Funds to HR for City-wide training needs as per Memo. Net cost is \$0.

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

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

EXPENSE ACCOUNT NUMBER:	CURRENT BUDGET	REQUESTED ADJUSTMENT	NEW BUDGET
101-0510-403.-68-10 Admin - other serv	\$ 5,000	\$ (2,200)	= \$ 2,800
101-0510-403-43.20 Admin - Misc	\$ 5,000	\$ (5,000)	= \$ -
101-0515-405-59.50 HR Training	\$ 12,500	+ \$ 7,200	= \$ 19,700
	+		= \$ -
	+		= \$ -
	+		= \$ -
	+		= \$ -
TOTAL EXPENSE ADJUSTMENTS:		\$ -	-

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

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

Report of Action:
FAHR Meeting of July 27, 2026



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

Department: Transit

Net Financial Impact: \$16,000.00 grant revenue

Description: See attached Memo. Transit has provided a contract from the State of North Dakota in the amount of \$16,000 that is allocated for capital assistance for previously completed bus terminal repairs. This new contract is required to reimburse the remaining \$16,000.00 from the original contract 38231161.

At their meeting, FAHR endorsed this request.

Suggested Motion:

Approve contract from the State of North Dakota in the amount of \$16,000.00 to reimburse the remaining \$16,000.00 of bus terminal repairs.



MEMO TO: Chad M. Orn
Deputy Director for Planning

FROM: Stacey Hanson
Assistant Engineer for Local Government
Becky Hanson
Transit Manager, Local Government Division

DATE: 7/13/2026

SUBJECT: Section 5339, Bus and Bus Facilities Program
City of Fargo/Fargo Metro Area Transit
Contract period: December 1, 2025 – August 31, 2026

BH SH

This is a contract to provide capital funding for bus terminal repairs under the regulations of Section 5339 Grant Funds.

Federal Transit Administration Funds of \$16,000 are allocated for capital assistance for the complete bus terminal repairs. Twenty percent (20%) local match is required.

This contract is associated with 38231161, with completion date of December 30, 2025, total contract amount of \$800,000, with \$16,000 remaining. Due to miscommunication between the City of Fargo and NDDOT, the original contract was not amended prior to the completion date. A new contract is required to reimburse the remaining \$16,000.

This contract will have a new completion date of August 31, 2026.

38/ss
Attachment(s)

NORTH
Dakota | Transportation
Be Legendary.™

July 13, 2026

Fargo Metro Area Transit
650 23rd St N
Fargo, ND 58102

Section 5339 Bus & Bus Facilities Grant, Assistance Listing No. 20.526

Thank you for your 5339 grant application for capital needs. We are pleased to inform you we are able to provide funding for your transit agency. Your award amount is \$16,000 for rehab/renovation of bus terminal. Please see Attachment A.

In order to begin the funding process, please:

1. Complete the contractor and witness information in DocuSign (the contractor and witness must be different people).
2. Have your organization's president or chairman digitally sign and date the agreement (under Contractor)—this signature *must be an authorized signatory* for your project. Please also submit a proof of authorization to sign if it is not the president or chairperson of your agency.
3. Finish the DocuSign process to send to the witness for signature.
4. Have a witness sign and date the agreement (under Witness) and
5. Upon completion of executing all documents, finish the DocuSign process and the contract documents will return to NDDOT for processing.
6. Once you have received the finalized contract, please provide a copy to your board.

Thank you for your continuing efforts to improve transportation in North Dakota. If you have any questions or need assistance, please contact Sara Susie at (701) 328-2540 or ssusie@nd.gov.

Sincerely,

Becky Hanson
Becky Hanson
Transit Program Manager

Enclosures



608 East Boulevard Avenue | Bismarck, ND 58505-0700 | dot.nd.gov
TOLL FREE: 1-855-637-6237 | FAX: (701) 328-0310 | TTY: 711



NDDOT Contract No. 38261136

**North Dakota Department of Transportation
SECTION 5339 TRANSIT GRANT AGREEMENT**

Federal Award Information

Assistance Listing No.: 20.526

Assistance Listing Title: Bus and Bus Facilities Formula & Discretionary Program

Awarding Federal Agency: Federal Transit Administration (FTA)

Pass-through entity: North Dakota Department of Transportation (NDDOT)

NDDOT Program Mgr.: Hanson, Becky R.

Telephone (701) 328-2542 Email: bhanson@nd.gov

Subrecipient Name: City of Fargo DUNS No.: 070265871 Unique Entity ID: K2QJQZVH5PM6

Federal Award Project Description: FFY2021 5339 Statewide Formula funds for Capital

Federal Aid Identification No. (FAIN) and Award Date: ND2023-015, 9/11/2023

Period of Performance: 09/11/2023 – 9/30/2027

Subaward Period of Performance Start Date: December 1, 2025 End Date: August 31, 2026

Subaward Budget Period Start Date: December 1, 2025 End Date: August 31, 2026

Total Capital Budget: \$20,000 Federal Funds: \$16,000 Matching Funds: \$4,000

Research and Development Activities: This award does not include funds for Research and Development Activities

Indirect Cost Rate (ICAP): N/A

Notice to Subrecipients: This agreement is subject to all the Certifications and Assurances required by the FTA. Federal awards may have specific compliance requirements. If you are not aware of the specific requirements for your award, please contact your NDDOT Program Manager.

This agreement is between the state of North Dakota, acting by and through its Director of Transportation, hereinafter referred to as NDDOT, whose address is 608 East Boulevard Avenue, Bismarck, North Dakota 58505-0700, and City of Fargo, a Government Entity, hereinafter referred to as the Subrecipient, whose address is 650 23rd Street North, Fargo, ND 58102.

WHEREAS, Section 5339 of the Infrastructure Investment and Jobs Act (IIJA), makes federal resources available to States and designated recipients to replace, rehabilitate and purchase buses and related equipment and to agreement bus-related facilities including technological changes or innovation to modify low or no emission vehicles or facilities. Funding is provided through formula allocations and



competitive grants. The 5339 (b) sub-program provides competitive grants for buses and bus facilities that support low and zero emission vehicles.

WHEREAS, the Governor of the state of North Dakota, in accordance with a request by the Federal Transit Administration (FTA), has designated NDDOT to evaluate and select projects and to coordinate the grant applications in accordance with the guidelines of the State Management Plan for Public Transportation, the FTA Circular 5100.1 Bus and Bus Facilities Formula Program Guidance and Application Instructions, Federal Certifications and Assurances, and the Master Agreement with the FTA; and

WHEREAS, NDDOT and the Subrecipient desire to secure and utilize grant funds to finance capital bus and bus related projects such as rolling stock, equipment, facility construction, and/or capital improvements which will support the continuation and expansion of public transportation in the state of North Dakota; now

THEREFORE, in consideration of the mutual interests herein set forth, NDDOT and the Subrecipient agree as follows:

Section 1. Period of Performance. For the period of December 1, 2025, through August 31, 2026, the Subrecipient shall undertake and provide the transportation services as described in the project description and budget (Attachment A) and the Subrecipient's grant application, on file with NDDOT. The term of the agreement shall begin upon execution of this agreement by both parties and terminate on August 31, 2026.

Section 2. Scope of Work.

The Subrecipient shall undertake and complete the Project in accordance with this agreement and as described in its application, which is incorporated into the agreement by this reference.

See attached Scope of Work

Section 3. Cost. NDDOT shall reimburse the Subrecipient for costs incurred while performing this service not to exceed \$16,000, providing these costs are incurred in accordance and within the rates of participation, as indicated in Attachment A, and are allowable costs as determined under 48 CFR 31.2 or 48 CFR 31.6, and 2 CFR Part 200, as applicable. Requests for reimbursements can be submitted to NDDOT at the end of the quarter being reported. NDDOT reserves the right to request supporting documentation for any and all submittals. NDDOT will reimburse those eligible costs based on the program guidelines for the item categories and its appropriate reimbursement ratio (Attachment A).

Eligible costs item categories may include:

Rehab/Renovate – Bus Terminal

Section 4. Indirect Cost Rate Provision. Federal agencies and NDDOT shall review and approve the negotiated indirect cost rate, unless there is a federal statute that states otherwise, or a federal agency head has made other approved provisions. Any rate approved by a federal agency, or a cognizant agency must be approved by NDDOT.

If the subrecipient does not have a federally negotiated indirect cost rate, the NDDOT can either:

- negotiate an indirect rate with the subrecipient, or
- allow the de minimis 15% flat rate (the de minimis rate, is not applicable in certain cases (200.414(f); Appendix VII.D.1.B).) This rate may be used indefinitely, until the



subrecipient seeks to formally negotiate a rate. If the de minimis rate is used, the NDDOT does not need to review and approve.

Section 5. Risk Assessments. The NDDOT shall conduct pre-award risk assessments of applicants prior to issuing an agreement. The subrecipient shall conduct risk assessments of their subawardees either before or after making the award to determine the appropriate level of monitoring. The subrecipient shall document its procedures for assessing risk and have them available upon NDDOT request.

Section 6. Risk Based Monitoring. The NDDOT has conducted a risk assessment, as required by CFR 200.332, and has determined that the following risk based monitoring requirements for this award:

- Review single audit findings and verify that corrective action plan was completed if one was required.
- Review of financial and performance reports.
- Review a sample of supporting documents. Submit receipts and ridership reports for one (1) random quarter.

Additional Requirements Imposed:

Submit receipts and ridership reports for one (1) random quarter

Compliance Review scheduled every three (3) years

The NDDOT reserves the right to increase the monitoring during the agreement period based on periodical review of audit reports, audit findings, compliance review findings, federal reports, and reimbursement requests.

Section 7. Property. All purchases, property management, and property disposition shall be made in accordance with State and Federal requirements, copies of which will be provided by NDDOT on request. Such property shall be used for the duration of its useful life. If any project property is not used in this manner or is withdrawn from service before the end of its useful life, the Subrecipient shall immediately notify NDDOT of that condition. The NDDOT may choose to transfer any assets in good working condition to other eligible Subrecipients or approve the asset to be sold. If the NDDOT has approved the property to be sold, the Subrecipient may retain \$5,000 plus the percentage of its local share. Any remaining federal share must be returned to FTA.

Section 8. Purchase of Project Assets. The purchase of all project asset financed, in whole or in part, pursuant to this agreement shall be undertaken by the Subrecipient in accordance with NDDOT's procurement procedures and Federal regulations.

Section 9. Use of Project Assets. The Subrecipient agrees that the project asset shall be used for providing transportation service in accordance with the project description in the grant application. Such asset shall be used for the duration of its useful life. If any project asset is not used in this manner or is withdrawn from service before the end of its useful life, the Subrecipient shall immediately notify NDDOT of that condition.

Section 10. Amendments & Agreement Changes. All modifications or changes in this agreement shall be in writing and agreed upon by both parties.

Section 11. Subcontracting. The Subrecipient shall not assign any portion of the work under this agreement, execute any agreement, or obligate itself in any manner with a third party with respect to its rights and responsibilities to this agreement without written consent of NDDOT. Any agreement with a subrecipient does not create a contractual relationship between the NDDOT and the subrecipient.



Section 12. Assignments. Unless authorized in writing by NDDOT, the Subrecipient shall not assign any portion of the work or asset and vehicles under this agreement; execute any agreement, amendment, or change order thereto; or obligate in any manner with a third party with respect to rights and responsibilities under this agreement.

Section 13. Records and Reports.

- a. The Subrecipient shall submit project operational data and information as requested by NDDOT.
- b. The Subrecipient shall also submit financial statements, data, records, agreements, and other documents related to the project as requested by NDDOT.
- c. All charges to the project account shall be supported by executed invoices, agreements, or vouchers showing the nature of the charges. All checks, invoices, agreements, vouchers, orders, or other accounting documents pertaining in whole or in part to the project shall be clearly identified; readily accessible; and, to the extent feasible, kept separate and apart from all other such documents.
- d. The Subrecipient shall maintain all accounting and project records NDDOT may require. Such records shall be made available to NDDOT and the federal government for inspection and audit during the agreement term and for three years after the date of final payment, unless any litigation, claim, or audit is started before the expiration of the three years, in which case the records shall be retained until such action is satisfied.

Section 14. Audit and Inspection. The Subrecipient shall permit NDDOT, the comptroller general of the United States, and the secretary of the US Department of Transportation or their authorized representatives to inspect all vehicles, facilities, and assets used by the Subrecipient as part of the project and all relevant project data and records. Entities that receive federal funds through NDDOT may be required to obtain an audit in accordance with 2 C.F.R. Part 200, Subpart F. A copy of such audit shall be submitted to NDDOT. Entities that spend Less Than \$1,000,000 of federal funds from all sources may be subject to reviews by NDDOT at its discretion. These requirements are applicable to counties, cities, state agencies, Indian tribes, colleges, hospitals, and non-profit businesses.

- All entities receiving federal funds through NDDOT shall certify whether a Single Audit has been completed as part of the annual Federal award process.
- All entities must complete the Single Audit Certification form
- All entities must provide a schedule of expenditures.

Section 15. Termination. NDDOT reserves the right, with or without cause, to terminate this agreement by written notice. In the event of termination without cause, NDDOT will reimburse the Subrecipient for costs incurred prior to the termination date without further liability.

Section 16. Action Upon Termination. The Subrecipient agrees to dispose of the project assets in accordance with NDDOT's program policy, copies of which will be made available by NDDOT upon request.

Section 17. Closeout. The Federal awarding agency or pass-through entity and subrecipient will comply with CFR §200.344 closeout requirements. The NDDOT is responsible for closing out the agreement when it determines that all application administrative actions and all required work have been completed and the agreement has reached its period of performance end date. The subrecipient shall submit, no later than 90 calendar days after the period of performance end date of this agreement, all financial, performance and other reports as required by the terms and conditions of this agreement.



The NDDOT may, if necessary, offer extensions of this deadline as long as the request is in writing prior to the agreement period of performance end date.

Other Closeout requirements are attached.

Section 18. Prohibited Interest. No member, officer, or employee of the Subrecipient during his tenure or for one year thereafter shall have any personal interest, direct or indirect, in this agreement or the proceeds thereof.

Section 19. Other Federal Provisions. The Subrecipient acknowledges the following provisions and agrees to cooperate with NDDOT in abiding by them: See Attachment B and complete required forms.

Section 20. Safety Jurisdiction. FTA's authority in the area of transit safety is set forth in section 22 of the Federal Transit Act Amendments of 1991. Under this section, FTA may withhold further financial assistance from any private nonprofit or for-profit agency recipient who fails to correct any condition which FTA believes "creates a serious hazard of death or injury."

Section 21. Statement of Financial Assistance. This agreement is subject to a financial assistance agreement between the state of North Dakota and the USDOT.

Section 22. Applicable Law. Indemnity. Subrecipient shall comply with all applicable federal, state, and local laws, rules, and ordinances at all times in the performance of this agreement and conduct its activities so as not to endanger any person or property.

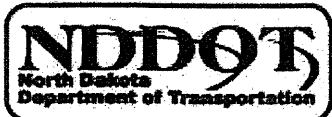
Section 23. Federal Changes. Subrecipient shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the FTA Master Agreement (from FTA MA (34) dated November 26, 2025) between purchaser and FTA, as they may be amended or promulgated from time to time during the term of this agreement. Subrecipient's failure to so comply shall constitute a material breach of this agreement.

Section 24. Disputes. FTA Cir. 4220.1. Disputes arising in the performance of this Agreement which are not resolved by agreement of the parties shall be decided in writing by the authorized representative of NDDOT Director. This decision shall be final and conclusive unless within ten (10) days from the date of receipt of its copy, the Subrecipient mails or otherwise furnishes a written appeal to the Director. In connection with any such appeal, the Subrecipient shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the Director shall be binding upon the Subrecipient, and the Subrecipient shall abide by the decision.

Performance During Dispute - Unless otherwise directed by NDDOT, Subrecipient shall continue performance under this Agreement while matters in dispute are being resolved.

Section 25. Merger and Waiver. This agreement constitutes the entire agreement between the parties. No waiver, consent, modification or change of terms of this agreement shall bind either party unless in writing and signed by both parties. Such waiver, consent, modification, or change, if made, shall be effective only in the specific instance and for the specific purpose given. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this agreement. Subrecipient, by the signature below of its authorized representative, hereby acknowledges that the Subrecipient has read this agreement, understands it, and agrees to be bound by its terms and conditions.

Section 26. Conflicts of Interest. No official or employee of a state or any other governmental instrumentality who is authorized in their official capacity to negotiate, make, accept, or approve, or to take part in negotiating, making, accepting or approving any agreement or subagreement in connection



with a project shall have, directly or indirectly, any financial or other personal interest in any such agreement or subagreement. No engineer, attorney, appraiser, inspector or other person performing services for a state or a governmental instrumentality in connection with a project shall have, directly or indirectly, a financial or other personal interest, other than their employment or retention by a state or other governmental instrumentality, in an agreement or subagreement in connection with such project. No officer or employee of such person retained by a state or other governmental instrumentality shall have, directly or indirectly, any financial or other personal interest in any real property acquired for a project unless such interest is openly disclosed upon the public records of NDDOT and of such other governmental instrumentality, and such officer, employee, or person has not participated in such acquisition for and in behalf of the state.

Section 27. No Obligation by the Federal Government. The purchaser and Subrecipient acknowledge and agree that, notwithstanding any concurrence by the federal government in or approval of the solicitation or award of the underlying agreement, absent the express written consent by the federal government, the federal government is not a party to this agreement and shall not be subject to any obligations or liabilities to the purchaser, Subrecipient, or any other party (whether or not a party to that agreement) pertaining to any matter resulting from the underlying agreement.

The Subrecipient agrees to include the above clause in each subagreement financed in whole or in part with federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the subrecipient who will be subject to its provisions.

Section 28. Insurance. The Subrecipient shall maintain insurance coverage on the project asset in an amount adequate to protect the fair market value of the asset throughout the duration of this agreement.

Section 29. Incorporation of Federal Transit Administration (FTA) Terms - The preceding provisions include, in part, certain Standard Terms and Conditions required by USDOT, whether or not expressly set forth in the preceding agreement provisions. All contractual provisions required by USDOT, as set forth in FTA Circular 4220.1, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The Subrecipient shall not perform any act, fail to perform any act, or refuse to comply with any NDDOT requests which would cause NDDOT to be in violation of the FTA terms and conditions.

Section 30. Subagreement Provisions. The Subrecipient shall include in all subagreements entered into, pursuant to this agreement, all of the above-required sections. In addition, the following statement of financial assistance shall be included in any advertisement or invitation to bid for any procurement under this agreement:

“This agreement is subject to a financial assistance agreement between the state of North Dakota and the USDOT.”



Section 31. Risk Management. The Risk Management Appendix, attached, is hereby incorporated and made a part of this agreement.

EXECUTED the date last below signed.

WITNESS:

NAME (TYPE OR PRINT)

SIGNATURE

WITNESS:

NAME (TYPE OR PRINT)

SIGNATURE

SUBRECIPIENT:

NAME (TYPE OR PRINT)

SIGNATURE

TITLE

DATE

NORTH DAKOTA
DEPARTMENT OF TRANSPORTATION

DIRECTOR (TYPE OR PRINT)

SIGNATURE

DATE

APPROVED as to substance by:

Derek Pfeifer

LOCAL GOVERNMENT ENGINEER (TYPE OR PRINT)

SIGNATURE

07/15/26

DATE

CLA 1073 (Div. 38)
L.D. Approved 9-8-08; 3-26



Project 38261136

CERTIFICATION OF LOCAL MATCH

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

Non-Federal Match Funds provided for Transit Provider. Please designate the source(s) of funds that will be used to match the federal funds obligated for this grant through the North Dakota Department of Transportation.

Source:

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

WITNESS:

APPROVED:

SIGNATURE

NAME (TYPE OR PRINT)

DATE

SIGNATURE

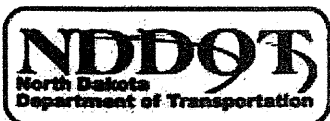
*

TITLE

DATE

*Director or President of Transit Board

CLA 1073 (Div. 38)
L.D. Approved 9-8-08; 3-26



Risk Management Appendix

Routine* Transit Agreements With Sovereign Entities and Political Subdivisions of the State of North Dakota:

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

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

Governments – State and Government Entity, as defined above

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

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

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

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

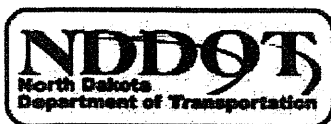
Each party that hires subcontractors shall require any non-public subcontractors, prior to commencement of work set out under an agreement between that party and the non-public subcontractor, to:

Defend, indemnify, and hold harmless the Governments, the state of North Dakota, its agencies, officers and employees (State), from and against claims based on the vicarious liability of the State or its agents, but not against claims based on the State's comparative and/or contributory negligence or fault, sole negligence, or intentional misconduct. The legal defense provided by Contractor to the State under this provision must be free of any conflicts of interest, even if retention of separate legal counsel for the State 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 the Subcontractor in establishing and litigating the indemnification coverage provided herein. This obligation shall continue after the termination of this agreement.

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

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

RM Consulted 2007
Revised 6-26



Attachment A

Project Name City of Fargo
SFY 2026/2027 (December 1, 2025 - August 31, 2026)

	Local Match Percentage	Funding Source	TOTAL Federal Share ND2023-015	Local Share	Total
Funding Category					
113401 Rehab/Renovate - Bus Terminal - Deck Repairs	20	5339	\$16,000	\$4,000	\$20,000
TOTALS			\$16,000	\$4,000	\$20,000

Notice to Subrecipients: Each Federal program is governed by different regulations. Federal awards have specific compliance requirements. If you are not aware of the specific requirements for your award, please contact your NDDOT Program Manager.

Assistance Listing Title	Assistance Listing No.	Title 49 USC Chapter 53 Section	Award Name
Capital Assistance Program	20.526	5339	Bus and Bus Facilities Formula
Section 5339 provides for capital grants to private nonprofit corporations and associations for the specific purpose of assisting them in providing mass transportation.			

Report of Action:
FAHR Meeting of July 27, 2026



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

Department: Emergency Management

Net Financial Impact: \$9,600.00

Description: See attached memo. *Request was received after FAHR from the State of North Dakota. City of Fargo has 10 days to complete the acceptance of this grant award.*

Emergency Management requests acceptance of North Dakota Department of Emergency Services - Division of Homeland Security grant number 102.

The award is for \$9,600 through the State Homeland Security Program (SHSP) and will fund equipment to support Fargo Police Department special event operations, such as the Fargo Marathon, Street Fair, and community parades.

Correspondence was had between subsequent FAHR members and approved.

Suggested Motion:

Approve the award in the amount of \$9,600.00 for State Homeland Security Program, contract number 102, and related budget adjustment.

July 28, 2026

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

Dear Mayor Boschee:

Congratulations on behalf of the North Dakota Department of Emergency Services (NDDes) Division of Homeland Security, your grant application submitted for the FY 2023 State Homeland Security Grant Program (SHSP) has been approved for award in the amount of \$9,600.00.

To accept the award and the terms and conditions complete the following steps **within 10 days** from the date of this letter. If you need additional time to obtain signatures due to local administrative requirements, please inform NDDes within the 10-day period.

- Step 1: Print or download the Notice of Grant Award and Special Conditions
- Step 2: Sign page 1 of the Notice of Grant Award
- Step 3: Initial first page of the Special Conditions
- Step 4: Fill out the Foreign National Vetting Certification form
- Step 5: Upload the signed Notice of Grant Award and initialed Special Conditions page.
- Step 6: Upload a copy of your jurisdiction's/entity's procurement policy to the [Project](#) page. (Note: A documented procurement policy is required per 2 CFR §200.318(a)).

Procurement Requirements

Federal 2 CFR §200.318-200.326 [Procurement Standards](#) as well as applicable state and local procurement laws and regulations must be followed when purchasing goods (example: equipment) and services (example: planning, training, or exercise activities).

Projects with an aggregate cost of \$10,000 or more **must** obtain a minimum of three quotes (each from a different vendor). Subrecipients must accept the quote from the vendor providing the lowest aggregate cost of the goods or services. Quotes must be obtained within the project period of performance. Quotes obtained prior to the project period of performance, or after the work has already been completed will not be accepted.

To ensure objective contractor performance and eliminate unfair competitive advantage, contractors that develop or draft specifications, requirements, statements of work, or invitations for bids must be **excluded** from competing on those procurements. (2 CFR §200.319(b)) regardless of cost of project. Avoid conflicts of interest (2 CFR §200.318(c)).

Quotes must match, in quantity and type of product or service, to ensure that all vendors are quoting on the same specifications. Please contact our office at 701-328-8250 or at drice@nd.gov for any questions about procurement. Upon request, NDDes prior to you accepting a quote will review the quotes for compliance with federal procurement standards and provide feedback.



Kelly Armstrong
GOVERNOR

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

Darin Hanson
DIRECTOR – DIVISION
OF HOMELAND SECURITY AND EMERGENCY
MANAGEMENT

Darin Anderson
DIRECTOR – DIVISION
OF STATE EMERGENCY COMMUNICATIONS
CENTER

NOTE: If your application included a name brand or a particular contractor/vendor, the award is **NOT** an approval of that brand name or contractor/vendor. All procurement transactions must be conducted in a manner providing full and open competition (2 CFR §200.319). Please see the *NDDes Fiscal Requirements and Other Program Rules, Regulations, Laws, and Policies for Federal Programs* as well as the Reimbursement Processing checklist for more information on the types of documentation you will need to provide to NDDes to show compliance. This information can be found at [General Resources \(Non-Disaster\) - grants.des.nd.gov](https://grants.des.nd.gov).

Finally, the North Dakota State Procurement Office has cooperative purchasing contracts that can be used by eligible entities, including cities, counties, townships, public education, and tribal entities. More information and a current list of State Contracts can be found at [State Contracts and Cooperative Purchasing | Office of Management and Budget North Dakota](#). Click on the State Contracts List Select button. You may be asked to verify your browser. Select **Active** from the dropdown box under **Status** at the top of the page Select **Yes** from the dropdown box under **Cooperative Agreement?** At the top of the page.

Project Reporting

Project status reports are required quarterly. The final report is due at closeout. Quarterly reports are due fifteen (15) days after the end of the reporting period of each quarter. Reports should show a steady progression of the project. If there is no progression during a quarter and explanation as to why the project is not progressing is required. Failure to complete the reports will result in delays to reimbursement requests being processed. Reports are completed in the grants management system at <https://grants.des.nd.gov> on the Project page under Progress Monitoring tab.

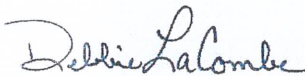
Reporting Period	Report Due Date
October 1 – December 31	due by January 15
January 1 – March 31	due by April 15
April 1 – June 30	due by July 15
July 1 – September 30	due by October 15

DES Grants System Document Upload Instructions

1. Log in at <https://grants.des.nd.gov>
2. On your home page click on **FY 2023 SHSP** - this takes you to a screen with a **red** banner at the top.
3. On the left-hand side, click on **Projects**, then click on the project that shows to the right – this takes you to a screen with a **blue** banner at the top.
4. Toward the bottom of the page on the right, click on **Add Document** – follow the directions on your screen and click **Upload** to upload your documents.

Please contact Dave Rice at 701-328-8100 with any questions.

Sincerely,



Debbie LaCombe
Preparedness Chief



Kelly Armstrong
GOVERNOR

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

Darin Hanson
DIRECTOR – DIVISION
OF HOMELAND SECURITY AND EMERGENCY
MANAGEMENT

Darin Anderson
DIRECTOR – DIVISION
OF STATE EMERGENCY COMMUNICATIONS
CENTER

NOTICE OF GRANT AWARD			
Recipient Contact Name: Debbie LaCombe		Recipient Contact #: 701-328-8119	
Title of Grant Program: 2023 State Homeland Security Grant Program			
CFDA No. 97.067 SHSP		Federal Award to NDDes: \$4,847,500	
Federal Award Identification Number: EMW-2023-SS-00001		Federal Award Date: September 11, 2023	
This award is not for R&D.		Indirect Cost Rate: 0% - ND does not have an approved ICR.	
Federal Awarding Agency: U.S. Department of Homeland Security			
Subrecipient Name and Address Fargo 225 4th St N Fargo, ND 58102-4817		Subrecipient Authorized Contact Name: Brady Scribner Telephone: 701-515-8432 Email: BScribner@FargoND.gov	
Subrecipient UEI: K2QJQZVH5PM6	Subrecipient Grant Number: 102	County/Tribe: Cass	
Period of Performance/Budget Period:	Start Date: July 28, 2026	End Date: May 31, 2027	
Total Federal Funds Obligated: \$9,600.00	Subrecipient Cost Share: \$0.00	Total Project Cost: \$9,600.00	
Project Description: The intent of this award is to enhance the capability of the subrecipient to prevent, protect against, mitigate, respond to, and recover from acts of terrorism and other catastrophic events in accordance with the federal Notice of Funding Opportunity for this grant program, the approved scope of work, and approved cost line items.			
Reporting Requirements: Progress reports on the status of the project must be submitted to NDDes quarterly through the NDDes grant portal (https://grants.des.nd.gov). Reports are due January 15, April 15, July 15, and October 15 for the life of the grant. A final report is due upon closeout.			
Special Conditions: The above grant project is approved subject to the special conditions or limitations DHS/FEMA Terms and Conditions as indicated on the attached pages.			
Terms and Conditions: This award is subject to the terms and conditions incorporated directly or by reference in the following: 1) Fiscal Requirements and Other Program Rules, Regulations, Laws, and Policies for Federal Programs which can be found at https://grants.des.nd.gov/site/HSGP.cfm. 2) Applicable Federal and State laws and regulations. 3) The recipient agrees by signing this document that all allocations and use of funds under this grant will be in accordance with the Federal Notice of Funding Opportunity & FEMA Preparedness Grants Manual for this grant program.			
This contract is not effective until fully executed by both parties. By signing below, you are accepting the terms and conditions of the award. Please make sure you read and understand these documents before signing. Maintain a copy of these documents in your official file for this award.			
Evidence of Subrecipient's Acceptance		Evidence of NDDes Approval	
Signature	Date	Signature	Date
Name and Title of Authorized Representative Josh Boschee Mayor		Name and Title of Authorized Representative Darin Hanson Director, HSEM	

SPECIAL CONDITIONS
State Homeland Security Grant Program (SHSP)

A. DHS Standard Terms and Conditions Generally

The Fiscal Year (FY) 2023 DHS Standard Terms and Conditions apply to all new federal financial assistance awards funded in FY023. These terms and conditions flow down to subrecipients unless an award term or condition specifically indicates otherwise. The United States has the right to seek judicial enforcement of these obligations. They FY 2023 DHS Standard Terms and Conditions are at www.dhs.gov/publication/fy15-dhs-standard-terms-and-conditions.

A. Assurances, Administrative Requirements, Cost Principles, Representations and Certifications

- DHS financial assistance sub-recipients are required to follow the applicable provisions of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards located at Title 2, Code of Federal Regulations (C.F.R.) Part 200 and adopted by DHS at 2 C.F.R. Part 3002.
- By accepting this agreement, sub-recipients, and their executives, as defined in 2 C.F.R. section 170.315, certify that their policies are in accordance with OMB's guidance located at 2 C.F.R. Part 200, all applicable federal laws, and relevant Executive guidance.

A. General Acknowledgements and Assurances

All recipients, subrecipients, successors, transferees, and assignees must acknowledge and agree to comply with applicable provisions governing DHS access to records, accounts, documents, information, facilities, and staff.

- Sub-recipients must cooperate with any DHS compliance reviews or compliance investigations conducted by DHS.
- Sub-recipients must give DHS access to examine and copy records, accounts, and other documents and sources of information related to the federal financial assistance award and permit access to facilities or personnel.
- Sub-recipients must submit timely, complete, and accurate reports to the appropriate DHS officials and maintain appropriate backup documentation to support the reports.
- Sub-recipients must comply with all other special reporting, data collection, and evaluation requirements, as prescribed by law, or detailed in program guidance.

C. Acknowledgement of Federal Funding from DHS

Sub-recipients must acknowledge their use of federal funding when issuing statements, press releases, requests for proposal, bid invitations, and other documents describing projects or programs funded in whole or in part with federal funds.

D. Age Discrimination Act of 1975

Sub-recipients must comply with the requirements of the Age Discrimination Act of 1975, Public Law 94-135 (1975) (codified as amended at Title 42, U.S. Code, section 6101 et seq.), which prohibits discrimination on the basis of age in any program or activity receiving federal financial assistance.

E. Americans with Disabilities Act of 1990

Sub-recipients must comply with the requirements of Titles I, II, and III of the Americans with Disabilities Act, Pub. L. 101-336 (1990) (codified as amended at 42 U.S.C. sections 12101 - 12213), which prohibits sub-recipients from discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities.

_____ Initial

F. Best Practices for Collection and Use of Personally Identifiable Information

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Sub-recipients who collect personally identifiable information (PII) are required to have a publicly available privacy policy that describes standards on the usage and maintenance of the PII they collect. DHS defines PII as any information that permits the identity of an individual to be directly or indirectly inferred, including any information that is linked or linkable to that individual. Sub-recipients may also find the DHS Privacy Impact Assessments: Privacy Guidance and Privacy Template as useful resources respectively.

G. Civil Rights Act of 1964 - Title VI

Sub-recipients must comply with the requirements of Title VI of the Civil Rights Act of 1964 (codified as amended at 42 U.S.C. section 2000d et seq.), which provides that no person in the United States will, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance. DHS implementing regulations for the Act are found at 6 C.F.R. Part 21 and 44 C.F.R. Part 7.

H. Civil Rights Act of 1968

Sub-recipients must comply with Title VIII of the Civil Rights Act of 1968, Pub. L. 90-284, as amended through Pub. L. 113-4, as implemented by the U.S. Department of Housing and Urban Development at 24 C.F.R. Part 100.

I. Copyright

Sub-recipients must affix the applicable copyright notices of 17 U.S.C. sections 401 or 402 and an acknowledgement of U.S. Government sponsorship (including the award number) to any work first produced under federal financial assistance awards.

J. Debarment and Suspension

Sub-recipients are subject to the non-procurement debarment and suspension regulations implementing Executive Orders (E.O.) 12549 and 12689, which are at 2 C.F.R. Part 180 as adopted by DHS at 2 C.F.R. Part 3002. These regulations restrict federal financial assistance awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs or activities.

K. Drug-Free Workplace Regulations

Sub-recipients must comply with drug-free workplace requirements in Subpart B of 2 C.F.R. Part 3001, which adopts the Government-wide implementation (2 C.F.R. Part 182) of Sec. 5152-5158 of the Drug-Free Workplace Act of 1988 (41 U.S.C. sections 8101-8106).

13. Duplication of Benefits

Any cost allocable to a particular federal financial assistance award provided for in 2 C.F.R. Part 200, Subpart E may not be charged to other federal financial assistance awards to overcome fund deficiencies; to avoid restrictions imposed by federal statutes, regulations, or federal financial assistance award terms and conditions; or for other reasons. However, these prohibitions would not preclude sub-recipients from shifting costs that are allowable under two or more awards in accordance with existing federal statutes, regulations, or the federal financial assistance award terms and conditions.

14. Education Amendments of 1972 (Equal Opportunity in Education Act) - Title IX

Sub-recipients must comply with the requirements of Title IX of the Education Amendments of 1972, Pub. L. 92-318 (1972) (codified as amended at 20 U.S.C. section 1681 et seq.), which provide that no person in the United States will, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any educational program or activity receiving federal financial assistance. DHS implementing regulations are codified at 6 C.F.R. Part 17 and 44 C.F.R. Part 19.

15. E.O. 14074 – Advancing Effective, Accountable Policing and Criminal Justice Practices to Enhance Public Trust and Public Safety

State, Tribal, local, and territorial law enforcement agencies must comply with the requirements of section 12(c) of E.O. 14074. State, Tribal, local, and territorial law enforcement agencies are also encouraged to adopt and enforce policies consistent with E.O. 14074 to support safe and effective policing.

16. Energy Policy and Conservation Act

Sub-recipients must comply with the requirements of the Energy Policy and Conservation Act, Pub. L. 94- 163 (1975) (codified as amended at 42 U.S.C. section 6201 et seq.), which contain policies relating to energy efficiency that are defined in the state energy conservation plan issued in compliance with this Act.

17. False Claims Act and Program Fraud Civil Remedies

Sub-recipients must comply with the requirements of the False Claims Act, 31 U.S.C. sections 3729- 3733, which prohibit the submission of false or fraudulent claims for payment to the Federal Government. (See 31 U.S.C. sections 3801-3812, which details the administrative remedies for false claims and statements made.)

18. Federal Debt Status

All sub-recipients are required to be non-delinquent in their repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. (See OMB Circular A-129.)

19. Federal Leadership on Reducing Text Messaging while Driving

Sub-recipients are encouraged to adopt and enforce policies that ban text messaging while driving as described in E.O. 13513, including conducting initiatives described in Section 3(a) of the Order when on official government business or when performing any work for or on behalf of the Federal Government.

20. Hotel and Motel Fire Safety Act of 1990

Sub-recipients must ensure that all conference, meeting, convention, or training space funded in whole or in part with federal funds complies with the fire prevention and control guidelines of Section 6 of the Hotel and Motel Fire Safety Act of 1990, 15 U.S.C. section 2225a.

21. John S. McCain National Defense Authorization Act of Fiscal Year 2019

Sub-recipients, and their contractors and subcontractors are subject to the prohibitions described in section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232 (2018) and 2 C.F.R. sections 200.216, 200.327, 200.471, and Appendix II to 2 C.F.R. Part 200. Beginning August 13, 2020, the statute - as it applies to DHS sub-recipients, and their contractors and subcontractors - prohibits obligating or expending federal award funds on certain telecommunications and video surveillance products and contracting with certain entities for national security reasons.

22. Limited English Proficiency (Civil Rights Act of 1964 - Title VI)

Sub-recipients must comply with Title VI of the Civil Rights Act of 1964, (42 U.S.C. section 2000d et seq.) prohibition against discrimination on the basis of national origin, which requires that recipients of federal financial assistance take reasonable steps to provide meaningful access to persons with limited English proficiency (LEP) to their programs and services. For additional assistance and information regarding language access obligations, please refer to the DHS Recipient Guidance: <https://www.dhs.gov/guidance-published-help-department-supported-organizations-provide-meaningful-access-people-limited> and additional resources on <http://www.lep.gov>.

23. Lobbying Prohibitions

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Sub-recipients must comply with 31 U.S.C. section 1352, which provides that none of the funds provided under a federal financial assistance award may be expended by the recipient to pay any person to influence, or attempt to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any federal action related to a federal award or contract, including any extension, continuation, renewal, amendment, or modification.

24. National Environmental Policy Act

Sub-recipients must comply with the requirements of the National Environmental Policy Act of 1969, (NEPA) Pub. L. 91-190 (1970) (codified as amended at 42 U.S.C. section 4321 et seq.) and the Council on Environmental Quality (CEQ) Regulations for Implementing the Procedural Provisions of NEPA, which require sub-recipients to use all practicable means within their authority, and consistent with other essential considerations of national policy, to create and maintain conditions under which people and nature can exist in productive harmony and fulfill the social, economic, and other needs of present and future generations of Americans.

25. Nondiscrimination in Matters Pertaining to Faith-Based Organizations

It is DHS policy to ensure the equal treatment of faith-based organizations in social service programs administered or supported by DHS or its component agencies, enabling those organizations to participate in providing important social services to beneficiaries. Recipients must comply with the equal treatment policies and requirements contained in 6 C.F.R. Part 19 and other applicable statutes, regulations, and guidance governing the participation of faith-based organizations in individual DHS programs.

26. Non-Supplanting Requirement

Sub-recipients receiving federal financial assistance awards made under programs that prohibit supplanting by law must ensure that federal funds do not replace (supplant) funds that have been budgeted for the same purpose through non-federal sources.

27. Notice of Funding Opportunity Requirements

All the instructions, guidance, limitations, and other conditions set forth in the Notice of Funding Opportunity (NOFO) for this program are incorporated here by reference in the award terms and conditions. All recipients must comply with any such requirements set forth in the program NOFO.

28. Patents and Intellectual Property Rights

Sub-recipients are subject to the Bayh-Dole Act, 35 U.S.C. section 200 et seq, unless otherwise provided by law. Sub-recipients are subject to the specific requirements governing the development, reporting, and disposition of rights to inventions and patents resulting from federal financial assistance awards located at 37 C.F.R. Part 401 and the standard patent rights clause located at 37 C.F.R. section 401.14.

29. Procurement of Recovered Materials

States, political subdivisions of states (i.e., sub-recipients), and their contractors must comply with Section 6002 of the Solid Waste Disposal Act, Pub. L. 89-272 (1965), (codified as amended by the Resource Conservation and Recovery Act, 42 U.S.C. section 6962.) The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition.

30. Rehabilitation Act of 1973

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Sub-recipients must comply with the requirements of Section 504 of the Rehabilitation Act of 1973, Pub. L. 93-112 (1973) (codified as amended at 29 U.S.C. section 794), which provides that no otherwise qualified handicapped individuals in the United States will, solely by reason of the handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

31. Reporting of Matters Related to Recipient Integrity and Performance

General Reporting Requirements:

If the total value of any currently active grants, cooperative agreements, and procurement contracts from all federal awarding agencies exceeds \$10,000,000 for any period of time during the period of performance of this federal award, then the sub-recipients must comply with the requirements set forth in the government-wide Award Term and Condition for Recipient Integrity and Performance Matters located at 2 C.F.R. Part 200, Appendix XII, the full text of which is incorporated here by reference in the award terms and conditions.

32. Required Use of American Iron, Steel, Manufactured Products, and Construction Materials

Sub-recipients must comply with the Build America, Buy America Act (BABAA), which was enacted as part of the Infrastructure Investment and Jobs Act Sections 70901-70927, Pub. L. No. 117-58 (2021); and Executive Order 14005, Ensuring the Future is Made in All of America by All of America's Workers. See also Office of Management and Budget (OMB), Memorandum M-22-11, Initial Implementation Guidance on Application of Buy America Preference in Federal Financial Assistance Programs for Infrastructure.

33. SAFECOM

Sub-recipients receiving federal financial assistance awards made under programs that provide emergency communication equipment and its related activities must comply with the SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications.

34. Terrorist Financing

Sub-recipients must comply with E.O. 13224 and U.S. laws that prohibit transactions with, and the provisions of resources and support to, individuals and organizations associated with terrorism. Sub-recipients are legally responsible to ensure compliance with the Order and laws.

35. Trafficking Victims Protection Act of 2000 (TVPA)

Trafficking in Persons:

Sub-recipients must comply with the requirements of the government-wide financial assistance award term which implements Section 106 (g) of the Trafficking Victims Protection Act of 2000 (TVPA), codified as amended at 22 U.S.C. section 7104. The award term is located at 2 C.F.R. section 175.15, the full text of which is incorporated here by reference.

36. Universal Identifier and System of Award Management

Requirements for System for Award Management and Unique Entity Identifier

Sub-recipients are required to comply with the requirements set forth in the government-wide financial assistance award term regarding the System for Award Management and Universal Identifier Requirements located at 2 C.F.R. Part 25, Appendix A, the full text of which is incorporated here by reference.

37. USA PATRIOT Act of 2001

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Sub-recipients must comply with requirements of Section 817 of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001 (USA PATRIOT Act), which amends 18 U.S.C. sections 175-175c.

38. Use of DHS Seal, Logo and Flags

Sub-recipients must obtain permission from their DHS FAO prior to using the DHS seal(s), logos, crests or reproductions of flags or likenesses of DHS agency officials, including use of the United States Coast Guard seal, logo, crests or reproductions of flags or likenesses of Coast Guard officials.

39. Whistleblower Protection Act

Sub-recipients must comply with the statutory requirements for whistleblower protections (if applicable) at 10 U.S.C. section 2409, 41 U.S.C. section 4712, and 10 U.S.C. section 2324, 41 U.S.C. sections 4304 and 4310.

40. Environmental Planning and Historic Preservation (EHP) Review

DHS/FEMA funded activities that may require an Environmental Planning and Historic Preservation (EHP) review are subject to the FEMA EHP review process. This review does not address all federal, state, and local requirements. Acceptance of federal funding requires the sub-recipient to comply with all federal, state, and local laws.

DHS/FEMA is required to consider the potential impacts to natural and cultural resources of all projects funded by DHS/FEMA grant funds, through its EHP review process, as mandated by: the National Environmental Policy Act; National Historic Preservation Act of 1966, as amended; National Flood Insurance Program regulations; and any other applicable laws and executive orders. The EHP review process must be completed before funds are released to carry out the proposed project; otherwise, DHS/FEMA may not be able to fund the project due to noncompliance with EHP laws, executive orders, regulations, and policies.

If ground disturbing activities occur during construction, applicant will monitor ground disturbance, and if any potential archeological resources are discovered the applicant will immediately cease work in that area and notify the pass-through entity, if applicable, and DHS/FEMA.

41. Applicability of DHS Standard Terms and Conditions to Tribes

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

42. Acceptance of Post Award Changes

In the event FEMA determines that changes are necessary to the award document after an award has been made, including changes to period of performance or terms and conditions, sub-recipients will be notified of the changes in writing. Once notification has been made, any subsequent request for funds will indicate sub-recipient acceptance of the changes to the award.

43. Disposition of Equipment Acquired Under the Federal Award

For purposes of original or replacement equipment acquired under this award by a non-state recipient or non-state subrecipients, when that equipment is no longer needed for the original project or program or for other activities currently or previously supported by a federal awarding agency, you must request instructions from FEMA to make

proper disposition of the equipment pursuant to 2 C.F.R. section 200.313. State recipients and state subrecipients must follow the disposition requirements in accordance with state laws and procedures.

44. Prior Approval for Modification of Approved Budget

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

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

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

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

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

47. Un-expended Funds

At the conclusion of the period of performance as noted on the Notice of Grant Award, upon completion of the project, or withdrawal of the project by the sub-recipient; whichever comes first, unexpended funds will be de-obligated. By signing the Notice of Grant Award, the sub-recipient is authorizing NDDes to expend the de-obligated funds on program costs.

48. Award Acceptance

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

Initial

BUDGET ADJUSTMENT REQUEST

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

Finance should review this adjustment request form for validity before it is presented to ensure accuracy. Any budget adjustments that increase expenditures **MUST** be approved by City Commission to be entered.

DEPARTMENT: Emergency Mgmt - Police

REQUESTED BY: Brady Scribner

PROJECT NUMBER : _____

DATE PREPARED: 7/27/2026

DESCRIPTION OF REQUEST:

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

As per summary, PD & Emergency Mgmt request a budget adjustment to recognize a State grant and related equipment expense for Special Event items.

REVENUE ACCOUNT NUMBER:	CURRENT BUDGET	REQUESTED ADJUSTMENT	NEW BUDGET
101-0000-331.12-33 EMS Grant Rev	\$ 400,000	\$ 9,600	\$ 409,600
		=	
	+	=	
	+	=	\$ -
TOTAL REVENUE ADJUSTMENTS:		\$ 9,600	

EXPENSE ACCOUNT NUMBER:	CURRENT BUDGET	REQUESTED ADJUSTMENT	NEW BUDGET
101-5051-411.61-40 PD Supplies	\$ 176,300	\$ 9,600	\$ 185,900
		=	\$ -
		=	\$ -
		=	\$ -
	+	=	\$ -
	+	=	\$ -
	+	=	\$ -
TOTAL EXPENSE ADJUSTMENTS:		\$ 9,600	

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

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

FINANCE DEPT USE ONLY:

FAHR REVIEWED ON: _____

COMMISSION APPROVED ON: _____

ENTERED BY FINANCE: _____ Date: _____

By: _____

BA# _____



M E M O R A N D U M

TO: BOARD OF CITY COMMISSIONERS

FROM: JENN FAUL 
DIRECTOR OF PUBLIC HEALTH

DATE: AUGUST 3, 2026

**RE: NOTICE OF AWARD FOR PHEP – EPR STATEWIDE
RESPONSE TEAM
NO: G25.643 CFDA LISTING #: 93.069
FUNDS: \$220,105
EXPIRES: 06/30/2027**

The attached notice of subaward is from ND Department of Health and Human Services for PHEP – EPR Statewide Response Team. In order to get this award document back to the state in a timely fashion, it was signed by Mayor Boschee in advance.

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

Suggested Motion:

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

JF/lis
Attachment



NOTICE OF GRANT AWARD

NORTH DAKOTA DEPARTMENT OF HEALTH AND HUMAN SERVICES

SFN 53771 (05-2025)

Grant Number G25.643	CFDA Name Public Health Emergency Preparedness (PHEP)	CFDA Number 93.069
FAIN Number NU90TU000004	Grant Type (Check One) ☒ Program ☐ R&D	Grant Start Date 7/1/2026
Federal Award Date 6/18/2026	Grant End Date 6/30/2027	
Federal Awarding Agency Department of Health and Human Services		

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

Title of Project/Program PHEP – EPR Statewide Response Team	North Dakota Department of Health and Human Services (NDDHHS) Project Code: 6611 S327-OC-00-31
Grantee Name Fargo Cass Public Health	Project Director Tim Wiedrich
Address 1240 – 25 th Street South	Address 1720 Burlington Drive, Suite A
City/State/ZIP Code Fargo, ND 58103-2367	City/State/ZIP Code Bismarck, ND 58504
Contact Name Jenn Faul	Contact Name Juli Sickler
Telephone Number 701-241-1380	Telephone Number 701-328-2293
Email Address jfaul@FargoND.gov	Email Address jsickler@nd.gov

	NDDHHS Cost Share	Grantee Cost Share	Total Costs
Amount Awarded	\$220,105	\$0	\$220,105
Previous Funds Awarded	\$0	\$0	\$0
Total Funds Awarded	\$220,105	\$0	\$220,105
Indirect Rate (Check One)	☒ Subrecipient waived indirect costs	☐ De minimis rate of % (limited to 15%)	☐ Negotiated/Approved rate of %

Scope of Service

Grantee will complete the activities identified in Attachment A.

Reporting Requirements

Expenditure reports must be submitted within 30 days of incurring the expense to the North Dakota Department of Health and Human Services (NDDHHS). Final expense report for the period ending June 30, 2027, must be received by July 15, 2027. A mid-year progress report, as prescribed by the NDDHHS, must be submitted by January 31, 2027, for the period of July 1, 2026, through December 31, 2026. A year-end progress report, as prescribed by the NDDHHS, must be submitted by August 31, 2027, for the period of January 1, 2027, through June 30, 2027. Payments will be processed upon Department approval of expenditure reports and progress reports.

Special Conditions

The language contained within the Centers for Disease Control and Prevention Grant Award issued to the Department of Health and Human Services is attached by reference and made a part of this agreement.

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

Evidence of Grantee's Acceptance		Evidence of NDDHHS Acceptance	
Date 07/01/2026	Signature 	Date	Signature
Typed Name/Title of Authorized Representative Jenn Faul, Director of Public Health		Typed Name/Title of Authorized Representative Tim Wiedrich, Director Health Response and Licensure	
Date 7/8/2026	Signature 	Date	Signature
Typed Name/Title of Authorized Representative Joshua A Boschee, Mayor, City of Fargo		Typed Name/Title of Authorized Representative Donna Aukland, Chief Financial Officer	
ATTEST: Angie Bear, Deputy City Auditor on behalf of City Auditor			

Deputy City Clerk
in lieu of Angie Bear

If attachments are referenced, they must be returned with the signed award.

If you did not receive attachments as indicated, contact the Program Director identified above.

Contract Number: G25.643

Unit: Fargo Cass Public Health

Attachment A: FY2026-2027 BP3

Funding is provided to hire staff for planning and coordination of public health emergency preparedness and response activity in the State of North Dakota. Public Health Emergency Preparedness (PHEP) Statewide Response Team members shall work closely with the North Dakota Department of Health and Human Services (NDDHHS) Emergency Preparedness and Response Unit (EPR) and community leaders throughout the state to coordinate planning and response activities for health and medical emergency events. Emergency events that require in-state and out-of-state response from team members are described as federal, state, county and/or city declared disaster/emergency, and/or a local public health declared emergency.

- All positions funded by this award must be approved by the EPR Director.
- Of the total funding awarded with this award, no more than 10% can be used for administrative personnel to assist with this award's activity (accountant, administrative assistance and/or supervisory duties). The remaining funds are restricted to support the response personnel funded as part of the PHEP Statewide Response Team.
- Of the PHEP Statewide Response Team positions hired, one position must be one (1) FTE funded at 100%.
- PHEP Statewide Response Team members funded by this award must complete all training identified in the Public Health Emergency Preparedness Cooperative Agreement, Opportunity Number: CDC-RFA-TU24-0137, Strategy 1: AHA-G to ensure baseline competency and integration with preparedness requirements of the program.
- Expenses such as supplies, rent, communications, etc., for team members NOT funded at 100%, must be allocated accordingly with other funding sources supporting the position.
- All PHEP Statewide Response Team members are required to participate in the following activity:
 - Attend bi-weekly videoconference meetings with the State.
 - Participate in state-hosted exercises and trainings, as requested.
 - Attend annual training sessions equal to 20 hours as prescribed by the EPR Director.
 - Assist the Department with completion of health and medical risk assessments.
 - Integrate health equity practices to enhance preparedness, response, and recovery support for populations experiencing health disparities.
- As requested by local public health agencies, PHEP Statewide Response Team members will assist in conducting exercises and/or trainings with local public health agencies, long-term care facilities, hospitals and human service agencies throughout the state. Critical response and recovery partners as identified in the plans must be included in these activities. After-action reports should be filed with EPR within 90 days of the completion of the exercise/training.
- Team members that have been assigned a port-a-count machine will be responsible to provide fit-testing as requested by other entities that include, but are not limited to EMS, hospitals, long term care, public health, law enforcement and fire departments. Grantees will store Department-owned port-a-count machines from the State Medical Cache and allow other agencies from their region to borrow said machines for the purposes of fit testing staff and responders.

Each port-a-count machine must have training/testing records maintained by the respective team members using the forms/methods mutually agreed upon by the Grantee and the Department. Grantee will keep accurate tracking records of the port-a-count machines assigned to their public health unit and have those records available at the Department's request. 30 days prior to expired calibration dates, grantee will provide notification to EPR and assist EPR staff with collecting the

PHEP - Statewide Response Team Attachment A

machines to be sent back to the manufacturer for proper calibration. EPR will return the machines to the Grantee once calibration activities are completed by the manufacturer.

The following activities are also eligible for reimbursement through this award. Eligible expenses for each include equipment, office supplies, travel, salaries, rent, utilities, connectivity/communication fees, IT software, training, and professional development costs.

1. Participation in training, exercises, and drills as conducted by NDDHHS.
2. Active participation in and/or coordination of local planning and preparedness committees.
3. Assist local public health units with coordination of local all hazards planning with local emergency management and human service agencies.
4. Assist with maintenance of local health and medical emergency operations plans (updates should occur annually). All plans should be available in the HAN Document Library i.e., local all hazards' plans, pandemic plans, risk communications plans, etc.
5. Assist with maintenance of accurate contact information for local emergency plans, regional groups, local public health groups, etc.

Other activities may be eligible for funding as mutually agreed upon between the local public health unit and the North Dakota Department of Health and Human Services, Emergency Preparedness and Response Unit Director.

The PHEP Statewide Response Team members funded by this grant award are expected to respond to emergency events across the State of North Dakota as requested by the North Dakota Department of Health and Human Services. However, there may be situations that prevent a team member from responding as requested. These situations may include, but are not limited to, sickness or injury; a team member's family member being sick or injured and requiring assistance with care; funeral; or an emergency identified by the local public health administrator. These and other situations will be discussed between the local public health administrator and the Director of the Health Response and Licensure Section and/or the EPR Unit Director at the time of the request.



M E M O R A N D U M

TO: BOARD OF CITY COMMISSIONERS

FROM: JENN FAUL *JF*
DIRECTOR OF PUBLIC HEALTH

DATE: AUGUST 3, 2026

**RE: NOTICE OF AWARD FOR PHEP – EPR ALL HAZARDS
ALLOCATION.**
NO: G25.604 CFDA LISTING #: 93.069
FUNDS: \$17,232
EXPIRES: 06/30/2027

The attached notice of subaward is from ND Department of Health and Human Services for PHEP – EPR All Hazards Allocation. To get this award document back to the state in a timely fashion, it was signed by Mayor Boschee in advance.

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

Suggested Motion:

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

JF/lis
Attachment



NOTICE OF GRANT AWARD

NORTH DAKOTA DEPARTMENT OF HEALTH AND HUMAN SERVICES

SFN 53771 (05-2025)

Grant Number G25.604	CFDA Name Public Health Emergency Preparedness	CFDA Number 93.069
FAIN Number NU90TU000004	Grant Type (Check One) ☒ Program ☐ R&D	Grant Start Date 7/1/2026
Federal Award Date 6/18/2026	Grant End Date 6/30/2027	
Federal Awarding Agency Department of Health and Human Services		

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

Title of Project/Program PHEP – EPR All Hazards Allocation	North Dakota Department of Health and Human Services (NDDHHS) Project Code: 6611 S327-OC-00-31
Grantee Name Fargo Cass Public Health	Project Director Tim Wiedrich
Address 1240 - 25 th Street South	Address 1720 Burlington Drive, Suite A
City/State/ZIP Code Fargo, ND 58103-2367	City/State/ZIP Code Bismarck, ND 58504
Contact Name Jenn Faul	Contact Name Juli Sickler
Telephone Number 701-241-1360	Telephone Number 701-328-2293
Email Address jfaul@FargoND.Gov	Email Address jsickler@nd.gov

	NDDHHS Cost Share	Grantee Cost Share	Total Costs
Amount Awarded	\$17,232	\$0	\$17,232
Previous Funds Awarded	\$0	\$0	\$0
Total Funds Awarded	\$17,232	\$0	\$17,232
Indirect Rate (Check One)	☒ Subrecipient waived indirect costs	☐ De minimis rate of % (limited to 15%)	☐ Negotiated/Approved rate of %

Scope of Service

Grantee will complete the activities identified in Attachment A.

Reporting Requirements

Expenditure reports must be submitted within 30 days of incurring the expense to the North Dakota Department of Health and Human Services (NDDHHS). Final expense report for the period ending June 30, 2027, must be received by July 15, 2027. A mid-year progress report, as prescribed by the NDDHHS, must be submitted by January 31, 2027, for the period of July 1, 2026, through December 31, 2026. A year-end progress report, as prescribed by the NDDHHS, must be submitted by August 31, 2027, for the period of January 1, 2027, through June 30, 2027. Payments will be processed upon Department approval of expenditure reports and progress reporting.

Special Conditions

The language contained within the Centers for Disease Control and Prevention Grant Award issued to the Department of Health and Human Services is attached by reference and made a part of this agreement.

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

Evidence of Grantee's Acceptance		Evidence of NDDHHS Acceptance	
Date 07/01/2026	Signature 	Date	Signature
Typed Name/Title of Authorized Representative Jenn Faul, Director of Public Health		Typed Name/Title of Authorized Representative Tim Wiedrich, Section Director Health Response and Licensure	
Date 07/08/2026	Signature 	Date	Signature
Typed Name/Title of Authorized Representative Joshua A Boschee, Mayor, City of Fargo		Typed Name/Title of Authorized Representative Dirk D. Wilke, J.D., M.B.A., Executive Director of Public Health	
ATTEST:		Angie Bear, Deputy City Auditor on behalf of the City Auditor	

Deputy City Clerk
in lieu of Angie Bear

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

Contract Number: G25.604
Unit: Fargo Cass Public Health
Attachment A: FY2026-2027 BP3

The following activities *are required* for reimbursement through this award:

1. Participate in one (1) community-wide exercise event within your jurisdiction annually. Exercises must include strategies from the Public Health Response Readiness Framework as identified in the Public Health Emergency Preparedness (PHEP) Cooperative Agreement, Notice of Funding Opportunity number CDC-RFA-TU24-0137.
 - Critical response and recovery partners as identified in the agency's emergency plans must be included in these exercises/trainings.
 - After-action reports for the exercises your public health agency hosts must be filed with the Emergency Preparedness and Response (EPR) Unit within 90 days of the completion of the exercise.
 - Annual influenza clinics will be considered a full-scale exercise and count towards this requirement if the clinic includes priorities from the PHEP Public Health Response and Readiness Framework.
2. Attend 75% of state-hosted videoconference meetings.
 - Bi-monthly videoconference meetings will be held with local public health administrators throughout this budget period.
 - Meetings will be held in the months of July, September, November, January, March, and May.

The following activities *are eligible* for reimbursement through this award. Eligible expenses include equipment, office supplies, travel, salaries for public health employees, rent, utilities, connectivity fees, maintenance agreements, IT software, contracts for professional services, training, and professional development costs.

1. Active participation in local/regional emergency preparedness and response planning committees.
2. Assist PHEP Statewide Response Team with maintenance of current local emergency operations plans (updates should occur annually). All plans should be available in the NDDHHS Document Library i.e., local all hazards' plans, pandemic influenza plans, risk communications plans, etc.
3. Work with the PHEP Statewide Response Team to conduct call down drills of the local response partners, and local public health groups. Maintain accurate contact information for these groups throughout the budget period.
4. Maintain 24/7/365 access to knowledgeable public health personnel through a locally published phone number.
5. Public health response personnel may complete the following NIMS courses: ICS100, ICS200, ICS700 and ICS800. Additionally, department operation center incident commanders and section chiefs should complete the following NIMS courses: ICS300 and ICS400.
6. To ensure baseline competency and integration with preparedness requirements, individuals funded under this grant should consider the trainings identified in the Public Health Emergency Preparedness Cooperative Agreement, Notice of Funding Opportunity number CDC-RFA-TU24-0137, Strategy 1 AHA-G.

7. Work with the PHEP Statewide Response Team in assisting long term care facilities to develop emergency operations plans for their facilities and invite those representatives to participate in local community preparedness and response meetings.

Other activities may be eligible for funding as mutually agreed upon in writing between the local public health unit and the North Dakota Department of Health and Human Services Emergency Preparedness and Response Unit Director.

City of Fargo Staff Report			
Title:	Champions Gate at Prairie Farms Fourth Addition	Date:	7/1/2026 7/30/2026
Location:	5475 and 5505 31st Street South	Staff Contact:	Donald Kress, planning coordinator
Legal Description:	Lots 1 and 2, Block 1, Champion's Gate at Prairie Farms Second Addition		
Owner(s)/Applicant:	Designer Homes of Fargo Moorhead / Houston Engineering, Inc.	Engineer:	Houston Engineering, Inc.
Entitlements Requested:	Minor Subdivision (Replat of Lots 1 and 2, Block 1, Champion's Gate at Prairie Farms Second Addition, to the City of Fargo, Cass County, North Dakota)		
Status:	City Commission Consent Agenda: August 3rd, 2026		

Existing	Proposed
Land Use: Platted but not developed	Land Use: Single-Dwelling Residence
Zoning: SR-3, Single dwelling residential	Zoning: No change
Uses Allowed: allows detached houses, daycare centers up to 12 children, attached houses, duplexes, parks and open space, religious institutions, safety services, schools, and basic utilities	Uses Allowed: No change
Maximum Density Allowed: 8.7 dwelling units per acre	Maximum Density Allowed: No change

Proposal:
The applicant requests approval of one entitlement: 1. A plat of the Champions Gate at Prairie Farms Fourth Addition, a replat of Lots 1 and 2, Block 1, Champion's Gate at Prairie Farms Second Addition, to the City of Fargo, Cass County, North Dakota. This project was reviewed by the City's Planning and Development, Engineering, Public Works, and Fire Departments ("staff"), whose comments are included in this report. Surrounding Land Uses and Zoning Districts: • North: P/I, Public/Institutional, with park and open space use; • East: P/I, Public/Institutional, with park and open space use; and SR-4, with single family use • South: SR-3, with single family use; some lots are undeveloped • West: City of Frontier—lots adjacent to the proposed subdivision are large lot detached single family residences. Area Plans: The Fargo Growth Plan 2024 designates the area of the subject property as "Suburban Neighborhood" place type. The primary use in this place type is small to medium lot single family detached housing. The SR-3 zoning is consistent with this place type designation. (continued on next page)

Context:

Schools: The subject property is located within the Fargo School District and is served by Centennial Elementary, Discovery Middle, and Davies High schools.

Neighborhood: The subject property is located within the Maple Valley neighborhood.

Parks: Prairie Farms Park (5400 31st Street South) is located east across 31st Street South from the subject property. This park has amenities of a basketball court, grill, picnic table, playgrounds for ages 2-5 and 5-12 recreational trails, and a shelter.

Pedestrian / Bicycle: An off-road bike facility is located along 52nd Avenue South, approximately one-quarter mile north of the subject property. Additionally, there are paths within Prairie Farms Park, as noted above. All these paths are components of the metro area trail system.

MATBUS Route: The subject properties are not located along a MATBUS route.

Staff Analysis:**SUBDIVISION**

The area of the proposed subdivision has been included in two previous subdivisions, as shown in the chart below.

SUBDIVISION	YEAR	BLOCK	LOTS or portions thereof
Prairie Farms	2014	6	14, 15
Champions Gate at Prairie Farms	2018	1	1 through 4
Champions Gate at Prairie Farms Second Addition	2025	1	1 and 2

(NOTE: There is also a Champions Gate at Prairie Farms Third Addition, but the proposed Fourth Addition is not a replat of the Third Addition. The Third Addition is a replat of different lots in the Second Addition.)

The proposed subdivision combines Lots 1 and 2, Block 1, into a single lot. Though Lot 1 has an area of over 27,000 feet, and a building envelope (within the setbacks) of almost 15,000 square feet, the developer believes the configuration of this lot, with its long, curved frontage and narrowing “tail” to the north, does not allow him to build the type of homes he envisions for this subdivision, so his intent is to combine it with Lot 2 into a single large lot.

Lot 1 currently includes a subdivision sign. This sign will be in an easement, which will be a document recorded separately from the plat. The sign will be maintained by the HOA.

A private driveway with two access points from 31st Street South serves the individual lots in the Champions Gate at Prairie Farms subdivision, so the lots do not have individual driveways directly onto 31st Street South. The proposed plat depicts the vacation of the portion of this access easement on Lot 2, as this will no longer be necessary since Lots 1 and 2 will be combined.

Staff has determined that neither an amenities plan nor a developer agreement is required for this subdivision.

The LDC stipulates that the following criteria are met before a minor plat can be approved:

- 1. Section 20-0907.B.3 of the LDC stipulates that the Planning Commission recommend approval or denial of the application, based on whether it complies with the adopted Area Plan, the standards of Article 20-06 and all other applicable requirements of the Land Development Code. Section 20-0907.B.4 of the LDC further stipulates that a Minor Subdivision Plat shall not be approved unless it is located in a zoning district that allows the proposed development and complies with the adopted Area Plan, the standards of**

Article 20-06 and all other applicable requirements of the Land Development Code. The Fargo Growth Plan 2024 designates the area of the subject property as “Suburban Neighborhood.” The SR-3 zoning is generally consistent with this growth plan designation. In accordance with Section 20-0901.F of the LDC, notices of the proposed plat have been sent out to property owners within 300 feet of the subject property. To date, staff has received and responded to one inquiry about the project. The project has been reviewed by the city’s Planning, Engineering, Public Works, Inspections, and Fire Departments. These departments have found that the plat meets the standards of Article 20-06 and other applicable requirements of the Land Development Code.

(Criteria Satisfied)

2. **Section 20-0907.C.4.f of the LDC stipulates that in taking action on a Final Plat, the Board of City Commissioners shall specify the terms for securing installation of public improvements to serve the subdivision.**

While this section of the LDC specifically addresses only major subdivision plats, staff believes it is important to note that any improvements associated with the project (both existing and proposed) are subject to special assessments. Special assessments associated with the costs of the public infrastructure improvements are proposed to be spread by the front footage basis and storm sewer by the square footage basis as is typical with the City of Fargo assessment principles. **(Criteria Satisfied)**

Recommended Motion

Suggested Motion: “To accept the findings and recommendations of the Planning Commission and staff and move to approve the proposed plat of the **Champions Gate at Prairie Farms Fourth Addition**, as outlined within the staff report, as the proposal complies with the Fargo Growth Plan 2024, the standards of Article 20-06, Section 20-0907.B.and C of the Land Development Code, and all other applicable requirements of the Land Development Code.”

Planning Commission Recommendation: July 7th, 2026

At the July 7th, 2026 Planning Commission, that Commission, by a vote of 9-0 with two Commissioners absent, moved to accept the findings and recommendations of staff and recommended approval to the City Commission of the proposed plat of the **Champions Gate at Prairie Farms Fourth Addition**, as outlined within the staff report, as the proposal complies with the Fargo Growth Plan 2024, the standards of Article 20-06, Section 20-0907.B.and C of the Land Development Code, and all other applicable requirements of the Land Development Code.

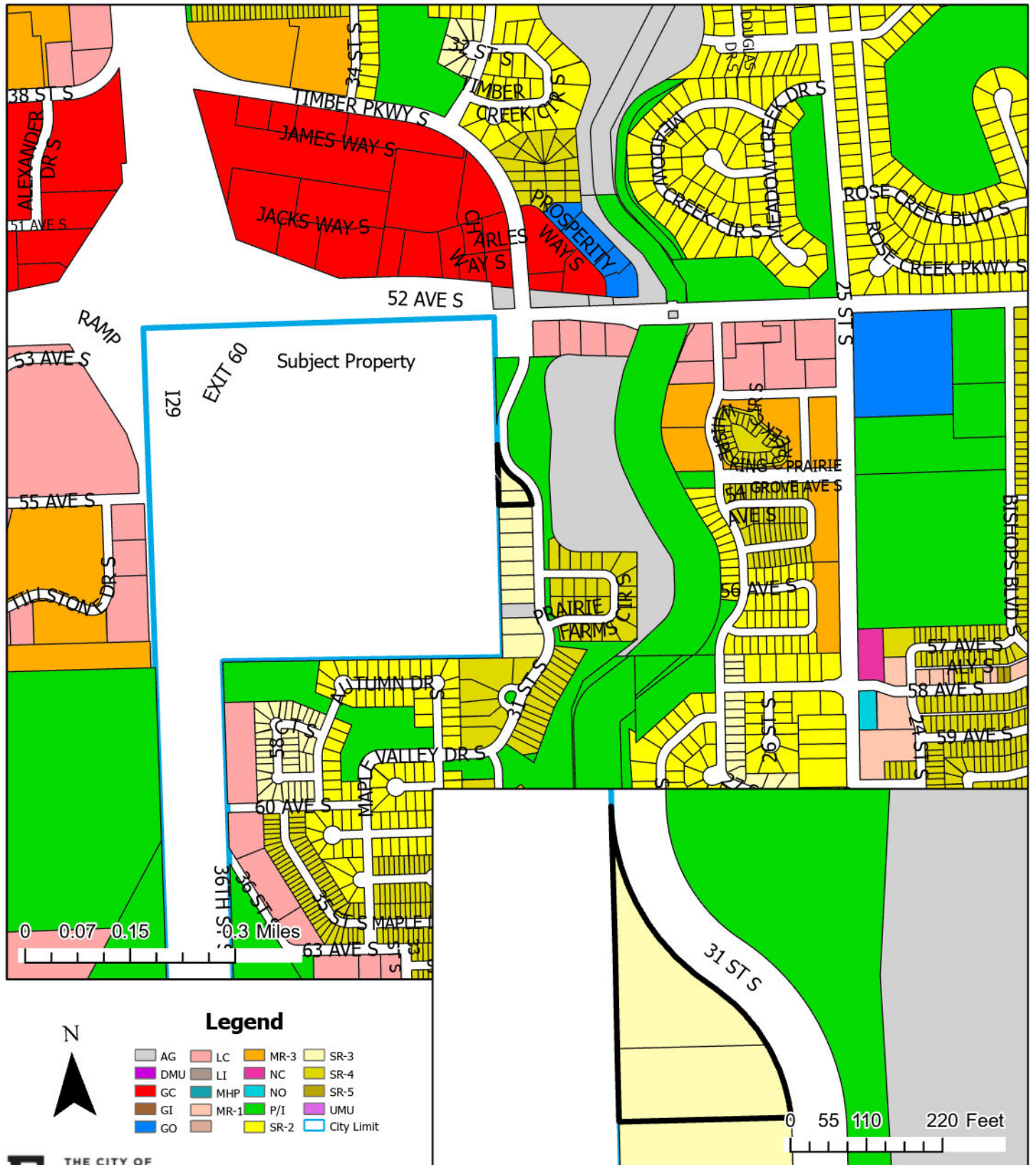
Attachments:

1. Zoning Map
2. Location Map
3. Preliminary Plat

Minor Subdivision

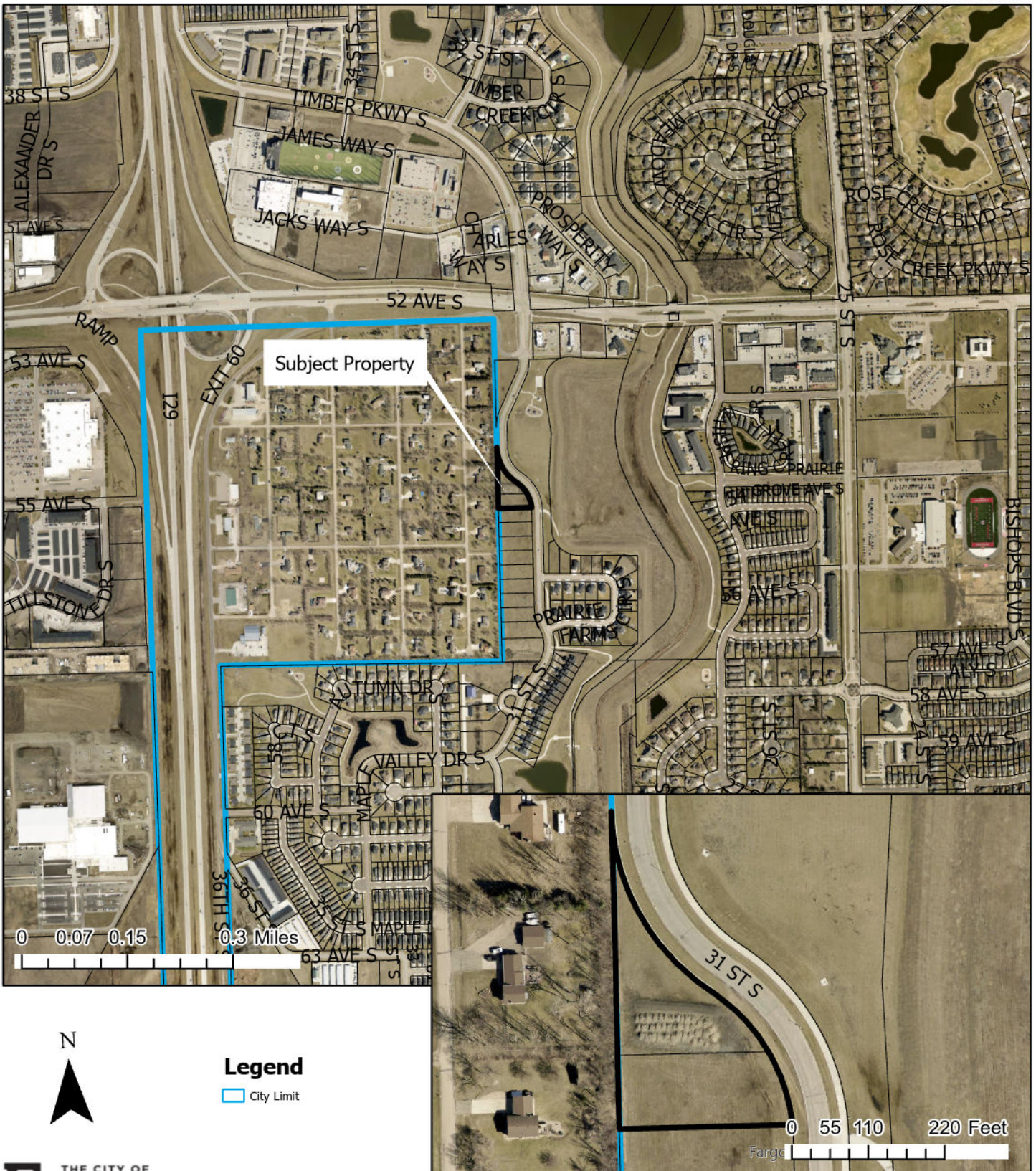
Champions Gate at Prairie Farms Fourth Addition

5505 &
5475 31st Street South



Minor Subdivision
Champions Gate at Prairie Farms Fourth Addition

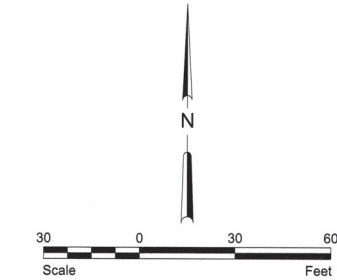
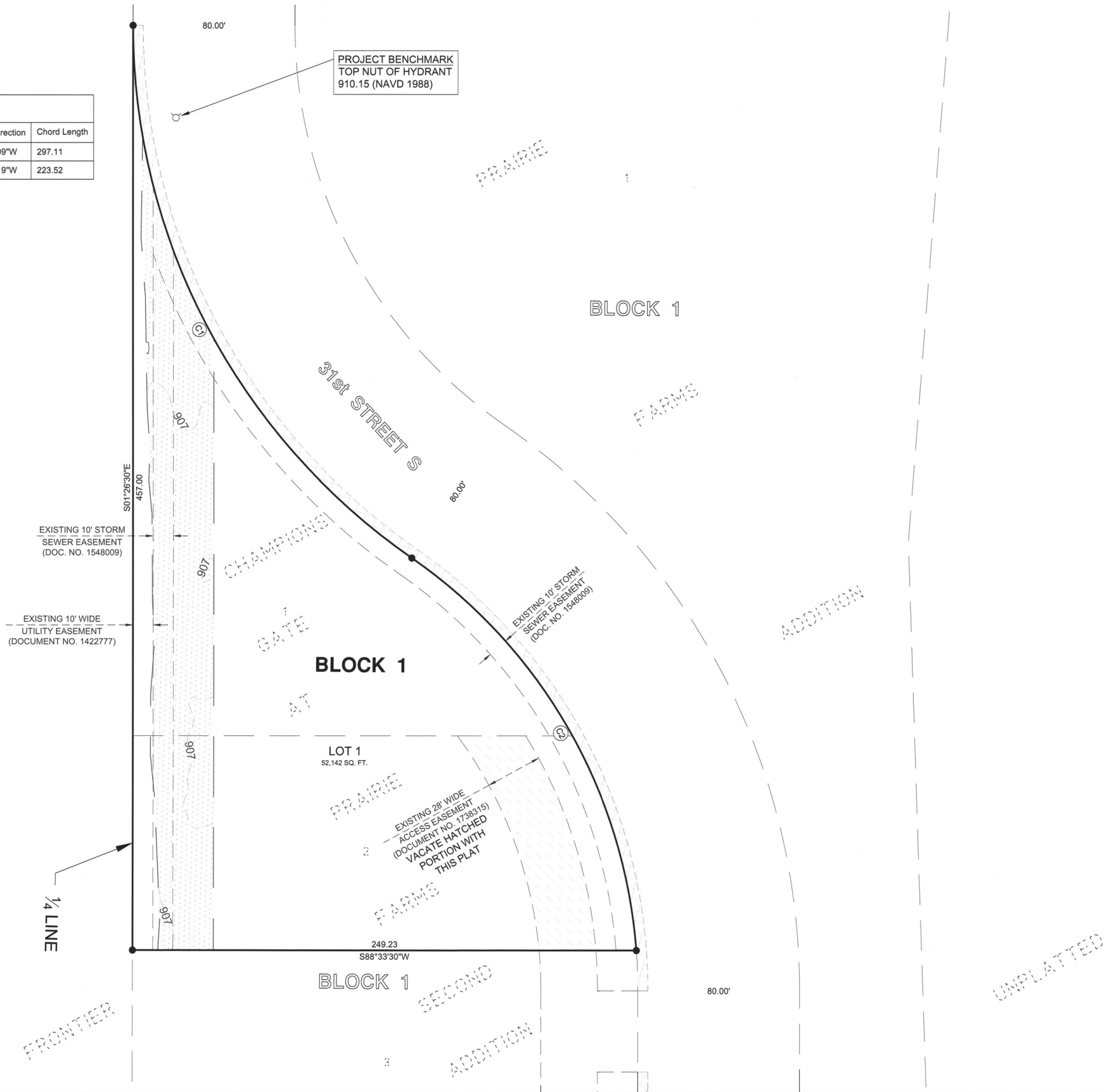
Champions Gate at Prairie Farms Fourth Addition



CHAMPIONS GATE AT PRAIRIE FARMS FOURTH ADDITION

A MINOR SUBDIVISION
BEING A REPLAT OF LOTS 1 AND 2, BLOCK 1, CHAMPIONS GATE AT PRAIRIE FARMS SECOND ADDITION
TO THE CITY OF FARGO,
CASS COUNTY, NORTH DAKOTA

Curve Table					
Curve #	Length	Radius	Delta	Chord Direction	Chord Length
C1	308.98	320.00	55°19'19"	N29°06'09"W	297.11
C2	231.05	260.00	50°55'00"	N31°18'19"W	223.52



LEGEND	
IRON MONUMENT FOUND	●
1/2" I.D. PIPE SET	○
MEASURED BEARING	N00°00'00"E
PLAT BEARING	(N00°00'00"E)
MEASURED DISTANCE	100.00'
PLAT DISTANCE	(100.00')
PLAT BOUNDARY	—————
NEW LOT LINE	—————
NEW UTILITY EASEMENT	-----
EXISTING LOT LINE	-----
EXISTING UTILITY EASEMENT	-----
AREA WITHIN ZONE AE - FEMA 100-YEAR FLOODPLAIN	▨
EXISTING NEGATIVE ACCESS EASEMENT	▧
PRIVATE ACCESS EASEMENT TO BE VACATED BY THIS PLAT	▩

BEARINGS SHOWN ARE BASED ON THE
CITY OF FARGO GROUND COORDINATE
SYSTEM, DECEMBER 1992.

- NOTES:
1. NEGATIVE ACCESS EASEMENT, AS NOTED ON THIS PLAT, IS AN EASEMENT DEDICATED AS PART OF THE RIGHT-OF-WAY DEDICATION WHICH EASEMENT DENIES DIRECT VEHICULAR ACCESS TO A STREET OR PUBLIC WAY FROM THE LOT OR LOTS ADJACENT TO SUCH STREET OR WAY. THE NEGATIVE ACCESS EASEMENT IS NOT A STRIP OF LAND OF ANY CERTAIN WIDTH, BUT IS A LINE COTERMINOUS WITH THE BOUNDARY OF THE ADJACENT LOT OR LOTS.
 2. A PORTION OF THE PROPERTY IS SITUATED IN ZONE AE (100-YEAR FLOODPLAIN) AS DEPICTED ON FEMA FIRM PANEL 38017C0787G DATED JAN. 16, 2015.
 3. BASE FLOOD ELEVATION = 906.6' (NAVD 1988)
 4. AREAS WITHIN FEMA ZONE AE ARE ONLY DEPICTED WITHIN THE BOUNDARY OF THIS PLAT.
 5. ELEVATION CONTOURS ARE ONLY SHOWN WITHIN FEMA ZONE AE.

CHAMPIONS GATE AT PRAIRIE FARMS FOURTH ADDITION

A MINOR SUBDIVISION
BEING A REPLAT OF LOTS 1 AND 2, BLOCK 1, CHAMPIONS GATE AT PRAIRIE FARMS SECOND ADDITION
TO THE CITY OF FARGO,
CASS COUNTY, NORTH DAKOTA

OWNER'S CERTIFICATE AND DEDICATION:

KNOW ALL PERSONS BY THESE PRESENTS: That Designer Homes of Fargo-Moorhead LLC, a North Dakota limited liability company, is the owner and proprietor of the following described tract of land:

Lots 1 and 2, Block 1, Champions Gate at Prairie Farms Second Addition to the City of Fargo, Cass County, North Dakota.

Said tract contains 1.197 acres, more or less.

And that said party does hereby vacate the Access Easement as designated for vacation on this plat; and has caused the above described tract of land to be surveyed and replatted as **CHAMPIONS GATE AT PRAIRIE FARMS FOURTH ADDITION** to the City of Fargo, Cass County, North Dakota.

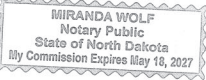
OWNER:

Designer Homes of Fargo-Moorhead LLC

Robert Leslie, President

State of North Dakota)
) ss
County of Cass)

On this 15th day of July, 2026 before me personally appeared Robert Leslie, President of Designer Homes of Fargo-Moorhead LLC, a North Dakota limited liability company, known to me to be the person who is described in and who executed the within instrument and acknowledged to me that he executed the same on behalf of said Corporation.

Notary Public: Miranda Wolf


SURVEYOR'S CERTIFICATE AND ACKNOWLEDGEMENT:

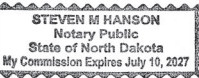
I, James A. Schlieman, Professional Land Surveyor under the laws of the State of North Dakota, do hereby certify that this plat is a true and correct representation of the survey of said subdivision; that the monuments for the guidance of future surveys have been located or placed in the ground as shown.

Dated this 7th day of July, 2026.

James A. Schlieman, Professional Land Surveyor No. 6086

State of North Dakota)
) ss
County of Cass)

On this 7th day of July, 2026 before me personally appeared James A. Schlieman, Professional Land Surveyor, known to me to be the person who is described in and who executed the within instrument and acknowledged to me that he executed the same as his free act and deed.

Notary Public: Steven M Hanson


CITY ENGINEER'S APPROVAL:

Approved by the Fargo City Engineer this _____ day of _____, 20____.

Tom Knakmuhs, PE, City Engineer

State of North Dakota)
) ss
County of Cass)

On this _____ day of _____, 20____ before me personally appeared Tom Knakmuhs, PE, Fargo City Engineer, known to me to be the person who is described in and who executed the within instrument and acknowledged to me that he executed the same as Fargo City Engineer.

Notary Public: _____

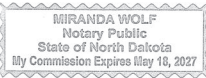
FARGO PLANNING COMMISSION APPROVAL:

Approved by the City of Fargo Planning Commission this 7th day of July, 2026.

Maranda R. Tasa, Chair
Fargo Planning Commission

State of North Dakota)
) ss
County of Cass)

On this 7th day of July, 2026 before me personally appeared Maranda R. Tasa, Chair, Fargo Planning Commission, known to me to be the person who is described in and who executed the within instrument and acknowledged to me that she executed the same on behalf of the Fargo Planning Commission.

Notary Public: Miranda Wolf


FARGO CITY COMMISSION APPROVAL:

Approved by the Board of City Commissioners and ordered filed this _____ day of _____, 20____.

Joshua A. Boschee, Mayor

Attest: Angie Bear, Deputy Auditor on behalf of City Auditor

State of North Dakota)
) ss
County of Cass)

On this _____ day of _____, 20____, before me, a notary public within and for said county and state, personally appeared Joshua A. Boschee and Angie Bear, known to me to be the persons described in and who executed the foregoing instrument and acknowledged that they executed the same as their free act and deed on behalf of the City of Fargo.

Notary Public: _____



City of Fargo Staff Report			
Title:	Amber Valley Tenth Addition	Date: Update:	2/24/2026 7/28/2026
Location:	2301 45 th Street South and 4502 23 rd Avenue South	Staff Contact:	Luke Morman, Planner
Legal Description:	Lot 1, Block 1, Amber Valley First Addition and Lot 1, Block 3, Agassiz Crossing First Addition		
Owner(s)/Applicant:	Newman Signs, Inc / Houston Engineering	Engineer:	Houston Engineering
Entitlements Requested:	Minor Subdivision (Replat of Lot 1, Block 1, Amber Valley First Addition and Lot 1, Block 3, Agassiz Crossing First Addition to the City of Fargo, Cass County, North Dakota)		
Status:	City Commission Consent Agenda: August 3 rd , 2026		

Existing	Proposed
Land Use: Undeveloped	Land Use: Retail sales and service
Zoning: GC, General Commercial	Zoning: No change
Uses Allowed: Allows colleges, community service, daycare centers of unlimited size, detention facilities, health care facilities, parks and open areas, religious institutions, safety services, basic utilities, adult establishments, office, off-premise advertising signs, commercial parking, outdoor recreation and entertainment, retail sales and service, self-service storage, vehicle repair, limited vehicle service, and certain telecommunication facilities.	Uses Allowed: No change
Maximum Building Coverage Allowed: 85%	Maximum Lot Coverage Allowed: No change

Proposal:
The applicant requests approval of one entitlement: 1. A minor subdivision to be known as Amber Valley Tenth Addition, a replat of Lot 1, Block 1, Amber Valley First Addition and Lot 1, Block 3, Agassiz Crossing First Addition to the City of Fargo, Cass County, North Dakota This project was reviewed by the City's Planning and Development, Engineering, Public Works, and Fire Departments ("staff"), whose comments are included in this report. Surrounding Land Uses and Zoning Districts: • North: Across 23rd Avenue South GC, General Commercial; office and retail sales and service • East: Across 45th Street South GC, General Commercial; retail sales and service • South: GC, General Commercial; office and industrial service • West: Across 46th Street South GC, General Commercial; retail sales and service. Area Plans: The Fargo Growth Plan 2024 designates the area of the subject property as "Mixed Commercial Office and Residential" place type. The proposed development is consistent with this land use designation.

Context:

Schools: The subject property is located within the West Fargo School District and is served by Freedom Elementary, Liberty Middle, and Sheyenne High schools.

Neighborhood: The subject property is located within the Amber Valley neighborhood.

Parks: Anderson Softball Complex, located at 4200 23rd Avenue South, provides amenities of baseball/softball fields, concessions, picnic tables, playground for ages 2-5, and restrooms. Cornerstone Bank Arena, located at 4404 23rd Avenue South, provides amenities of indoor ice arenas, meeting rooms, and restrooms. Both Parks facilities are approximately a quarter of a mile east of the subject properties.

Pedestrian / Bicycle: Off-road shared-use paths are located along the south side of 23rd Avenue South, east side of 45th Street South and a separate trail is located to the west of the subject property. All paths are within a quarter of a mile of the subject properties and components of the metro area bikeways system.

MATBUS Route: MATBUS Route 24 runs along 23rd Avenue South and Agassiz Xing South with stops within a quarter of a mile of the subject property.

Staff Analysis:

The proposed plat will combine two lots into a one lot, one block, minor subdivision entitled, Amber Valley Tenth Addition.

Easements

A new 10' Utility Easement is proposed along 46th Street South and a new Negative Access Easement is proposed along 45th Street South to cover the existing south property addressed 2301 45th Street South (Lot 1, Block 1, Amber Valley First Addition). There was an existing sign easement in the northeast corner of the plat that was vacated via separate document by the owner after the Planning Commission approval.

Staff has determined that an Amenities Plan is not necessary for the proposed subdivision.

Minor Subdivision

The LDC stipulates that the following criteria are met before a minor subdivision can be approved:

- 1. Section 20-0907.B.3 of the LDC stipulates that the Planning Commission recommend approval or denial of the application, based on whether it complies with the adopted Area Plan, the standards of Article 20-06 and all other applicable requirements of the Land Development Code. Section 20-0907.B.4 of the LDC further stipulates that a Minor Subdivision Plat shall not be approved unless it is located in a zoning district that allows the proposed development and complies with the adopted Area Plan, the standards of Article 20-06 and all other applicable requirements of the Land Development Code.**

The current zoning is GC, General Commercial, and no zone change is proposed. This zoning is consistent with the "Mixed Commercial Office and Residential" place type of the Fargo Growth Plan 2024. In accordance with Section 20-0901.F of the LDC, notices of the proposed plat have been sent out to property owners within 300 feet of the subject properties. To date, Planning staff has received and responded to one inquiry about the project with no noted concerns. The project has been reviewed by the city's Planning, Engineering, Public Works, Inspections, and Fire Departments. These departments have found that the plat meets the standards of Article 20-06 and other applicable requirements of the Land Development Code.

(Criteria Satisfied)

2. **Section 20-0907.C.4.f of the LDC stipulates that in taking action on a Final Plat, the Board of City Commissioners shall specify the terms for securing installation of public improvements to serve the subdivision.**

While this section of the LDC specifically addresses only major subdivision plats, staff believes it is important to note that any improvements associated with the project (both existing and proposed) are subject to special assessments. Special assessments associated with the costs of the public infrastructure improvements are proposed to be spread by the front footage basis and storm sewer by the square footage basis as is typical with the City of Fargo assessment principles.

(Criteria Satisfied)

Staff Recommendation:

Suggested Motion: "To accept the findings and recommendations of the Planning Commission and staff and move to approve the proposed plat of **Amber Valley Tenth Addition**, as outlined within the staff report, as the proposal complies with the Fargo Growth Plan 2024, the standards of Article 20-06, Section 20-0907.B. and C, and all other applicable requirements of the Land Development Code."

Planning Commission Recommendation: March 3rd, 2026

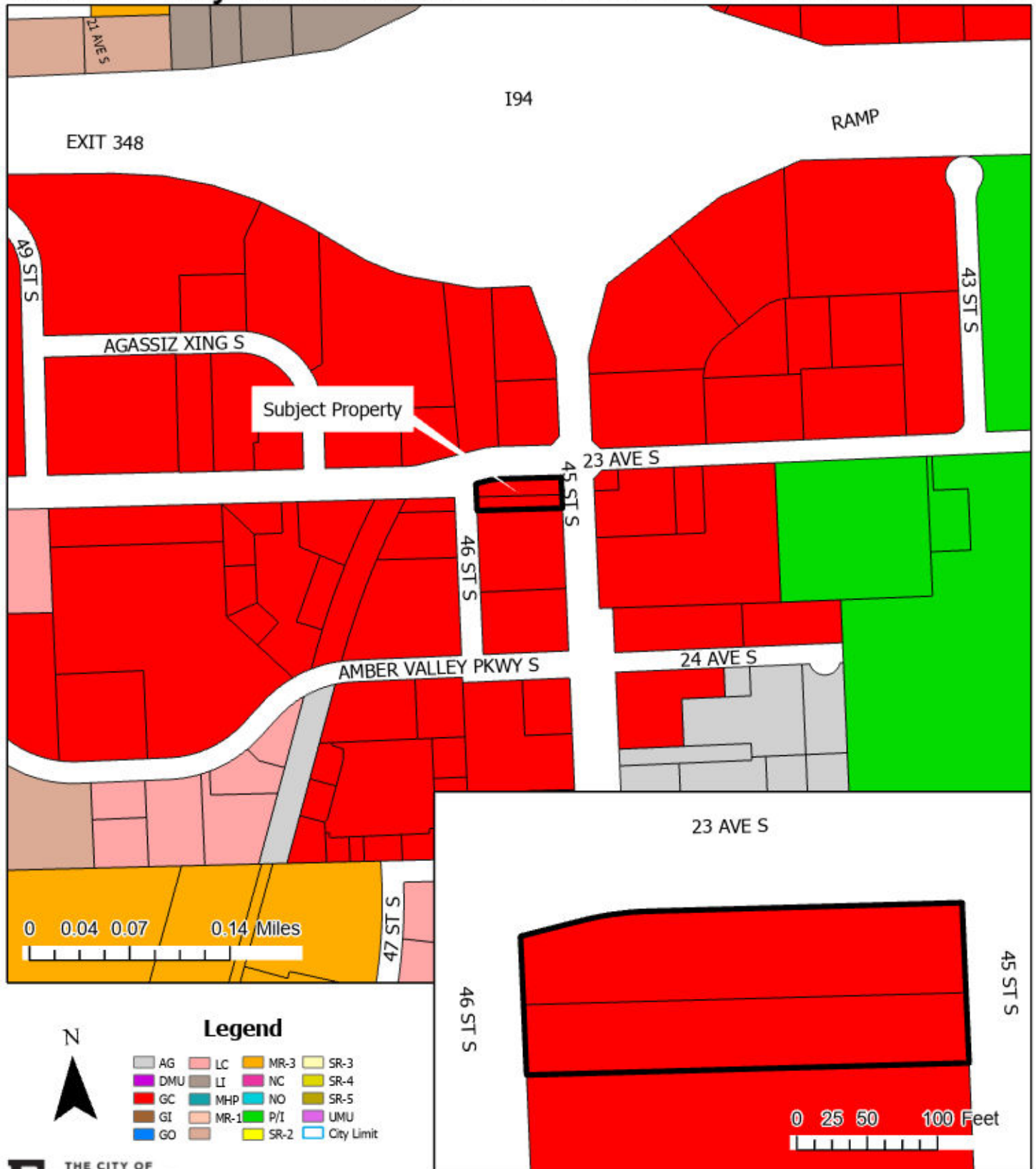
At the February 24th, 2026 Planning Commission, that Commission, by a vote of 10-0 with one Commissioner absent, moved to accept the findings and recommendations of staff and recommended approval to the City Commission of the proposed plat of Amber Valley Tenth Addition, as outlined within the staff report, as the proposal complies with the Fargo Growth Plan 2024, Standards of Article 20-06, and 20-0907 of the LDC, and all other applicable requirements of the LDC.

Attachments:

1. Zoning Map
2. Location Map
3. Preliminary Plat

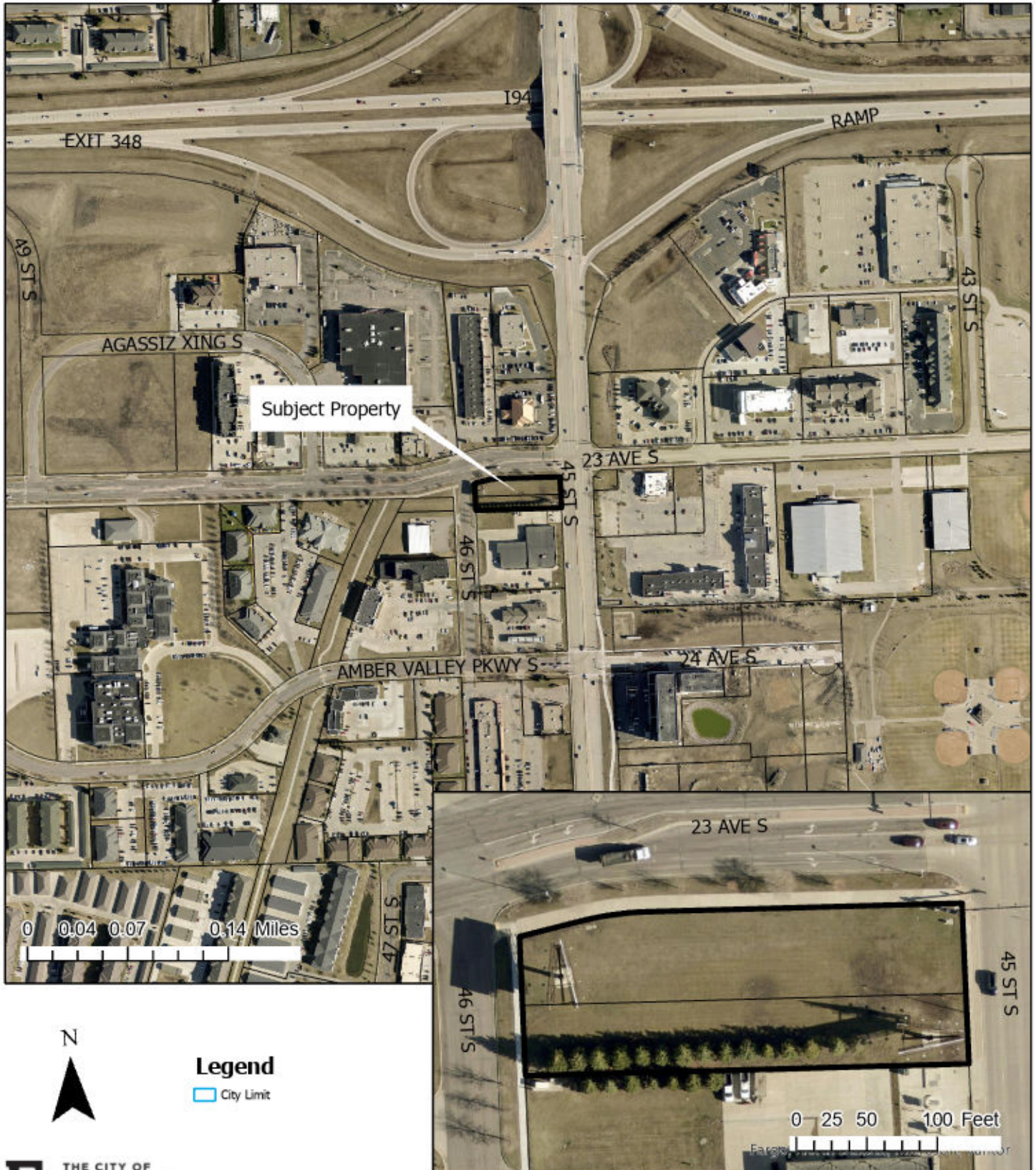
Minor Subdivision

Amber Valley Tenth Addition 2301 45th Street South and 4502 23rd Avenue South



Minor Subdivision

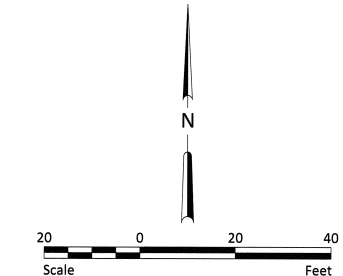
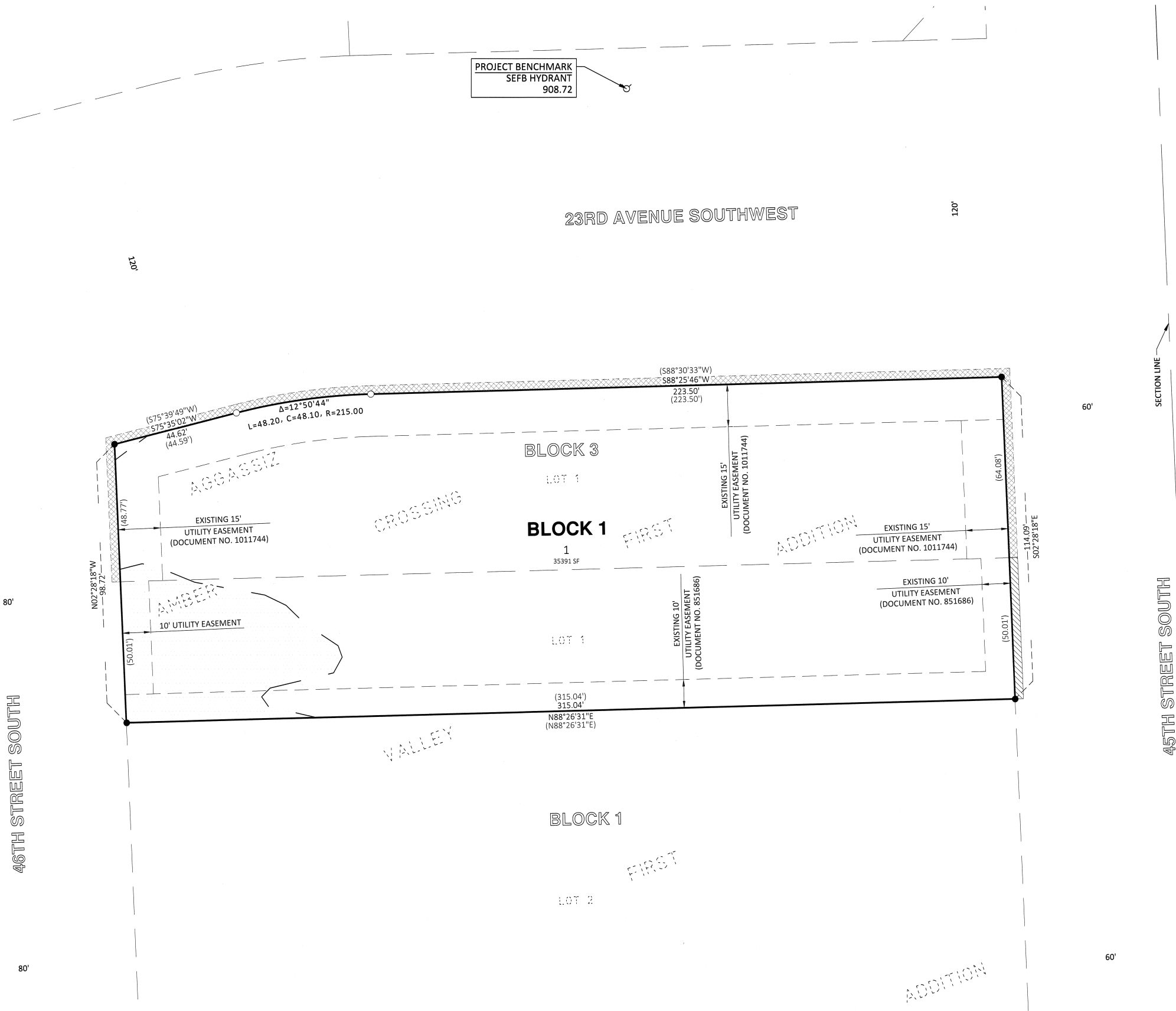
Amber Valley Tenth Addition 2301 45th Street South and 4502 23rd Avenue South



Fargo Planning Commission
March 3, 2026

AMBER VALLEY TENTH ADDITION

A MINOR SUBDIVISION
BEING A REPLAT OF LOT 1, BLOCK 1, AMBER VALLEY FIRST ADDITION &
LOT 1, BLOCK 3, AGASSIZ CROSSING FIRST ADDITION
TO THE CITY OF FARGO,
CASS COUNTY, NORTH DAKOTA



LEGEND	
IRON MONUMENT FOUND	●
1/2" I.D. PIPE SET	○
MEASURED BEARING	N00°00'00"E
PLAT BEARING	(N00°00'00"E)
MEASURED DISTANCE	100.00'
PLAT DISTANCE	(100.00')
PLAT BOUNDARY	—————
NEW LOT LINE	—————
NEW UTILITY EASEMENT	—————
EXISTING LOT LINE	—————
EXISTING UTILITY EASEMENT	—————
ELEVATION CONTOUR (NAVD 1988)	906
EXISTING NEGATIVE ACCESS EASEMENT (DOC. NO. 1011744)	—————
NEW NEGATIVE ACCESS EASEMENT	—————
ZONE AE - AREA WITHIN FEMA 100-YEAR FLOODPLAIN	—————

- BEARINGS SHOWN ARE BASED ON THE CITY OF FARGO GROUND COORDINATE SYSTEM, DECEMBER 1992.
- NOTES:
1. NEGATIVE ACCESS EASEMENT, AS NOTED ON THIS PLAT, IS AN EASEMENT DEDICATED AS PART OF THE RIGHT-OF-WAY DEDICATION WHICH EASEMENT DENIES DIRECT VEHICULAR ACCESS TO A STREET OR PUBLIC WAY FROM THE LOT OR LOTS ADJACENT TO SUCH STREET OR WAY. THE NEGATIVE ACCESS EASEMENT IS NOT A STRIP OF LAND OF ANY CERTAIN WIDTH, BUT IS A LINE COTERMINOUS WITH THE BOUNDARY OF THE ADJACENT LOT OR LOTS.
 2. A PORTION OF THE PROPERTY IS SITUATED IN ZONE AE (100-YEAR FLOODPLAIN) AS DEPICTED ON FEMA FIRM PANELS 38017C0778G & 38017C0778G DATED JAN. 16, 2015.
 3. BASE FLOOD ELEVATION = 905.7' (NAVD 1988)
 4. ZONE AE ONLY DEPICTED WITHIN THE BOUNDARY OF THIS PLAT. EXISTING GROUND ELEVATIONS WITHIN THE DEPICTED ZONE AE ARE BETWEEN ELEVATION 905.0 AND 906.0 (NAVD88 - 2020 METRO-AREA LIDAR COLLECT). NO EVEN-FOOT CONTOURS EXIST WITHIN THIS DEPICTED BOUNDARY - ELEVATION CONTOURS ARE NOT DEPICTED.

H:\BN\14600\14658\14658-0001\CAD\Plat\14658-0001 Amber Valley Tenth Addition.dwg

AMBER VALLEY TENTH ADDITION
A MINOR SUBDIVISION
BEING A REPLAT OF LOT 1, BLOCK 1, AMBER VALLEY FIRST ADDITION &
LOT 1, BLOCK 3, AGASSIZ CROSSING FIRST ADDITION
TO THE CITY OF FARGO,
CASS COUNTY, NORTH DAKOTA

OWNER'S CERTIFICATE:
KNOW ALL PERSONS BY THESE PRESENTS: That Newman Signs, Inc. dba Newman Outdoor Advertising, is the owner and proprietor of the following described tract of land:
Lot 1, Block 1, Amber Valley First Addition and Lot 1, Block 3, Agassiz Crossing First Addition, to the City of Fargo, Cass County, North Dakota.
Said tract contains 0.812 acres, more or less.
And that said party has caused the same to be surveyed and platted as AMBER VALLEY TENTH ADDITION to the City of Fargo, Cass County, North Dakota, and do hereby dedicate to the public, for public use, the utility easement and negative access easement as shown on this plat.

OWNER:
Newman Signs, Inc. dba Newman Outdoor Advertising
Leo Ness

State of North Dakota)
) ss
County of Cass)

On this 26th day of May, 2026 before me personally appeared Leo Ness, known to me to be the person who is described in and who executed the within instrument and acknowledged to me that she executed the same on behalf of said limited liability company.

Notary Public: Miranda Wolf
MIRANDA WOLF
Notary Public
State of North Dakota
My Commission Expires May 18, 2027

SURVEYOR'S CERTIFICATE AND ACKNOWLEDGEMENT:
I, James A. Schlieman, Professional Land Surveyor under the laws of the State of North Dakota, do hereby certify that this plat is a true and correct representation of the survey of said subdivision; that the monuments for the guidance of future surveys have been located or placed in the ground as shown.

Dated this 7th day of April, 2026.

James A. Schlieman, Professional Land Surveyor No. 6086

State of North Dakota)
) ss
County of Cass)

On this 7th day of APRIL, 2026 before me personally appeared James A. Schlieman, Professional Land Surveyor, known to me to be the person who is described in and who executed the within instrument and acknowledged to me that he executed the same as his free act and deed.

Notary Public: Steven M. Hanson
STEVEN M. HANSON
Notary Public
State of North Dakota
My Commission Expires July 19, 2027

CITY ENGINEER'S APPROVAL:
Approved by the Fargo City Engineer this day of 20.

Tom Knakmuhs, PE, City Engineer

State of North Dakota)
) ss
County of Cass)

On this day of 20 before me personally appeared Tom Knakmuhs, PE, Fargo City Engineer, known to me to be the person who is described in and who executed the within instrument and acknowledged to me that he executed the same as Fargo City Engineer.

Notary Public:

FARGO PLANNING COMMISSION APPROVAL:
Approved by the City of Fargo Planning Commission this 3rd day of March, 2026.

Maranda R. Tasa, Chair
Fargo Planning Commission

State of North Dakota)
) ss
County of Cass)

On this 26th day of May, 2026 before me personally appeared Maranda R. Tasa, Chair, Fargo Planning Commission, known to me to be the person who is described in and who executed the within instrument and acknowledged to me that she executed the same on behalf of the Fargo Planning Commission.

Notary Public: Miranda Wolf
MIRANDA WOLF
Notary Public
State of North Dakota
My Commission Expires May 18, 2027

FARGO CITY COMMISSION APPROVAL:
Approved by the Board of City Commissioners and ordered filed this day of 20.

Joshua A. Boschee, Mayor

ATTEST: Angie Bear, Deputy Auditor on behalf of City Auditor

State of North Dakota)
) SS
County of Cass)

On this day of 20 before me, a notary public within and for said county and state, personally appeared Joshua A. Boschee and Angie Bear, known to me to be the persons described in and who executed the foregoing instrument and acknowledged that they executed the same as their free act and deed on behalf of the City of Fargo.

Notary Public:

City of Fargo Staff Report			
Title:	Berg Addition	Date:	7/1/2026 7/30/2026
Location:	2202 5 th Avenue North	Staff Contact:	Donald Kress, Planning Coordinator
Legal Description:	Lots 1-5, Block 11, Lots 22-26, Block 12, part of the vacated 22nd Street North right-of-way, and part of the vacated alley along the West line of Block 11, Tyler's Addition to the City of Fargo, Cass County, North Dakota		
Owner(s)/Applicant:	Arnold Berg, Jr. /Justin Berg Realty	Engineer:	Lowry Engineering, Inc.
Entitlements Requested:	Minor Subdivision (Replat of Lots 1-5, Block 11, Lots 22-26, Block 12, part of the vacated 22nd Street North right-of-way, and part of the vacated alley along the West line of Block 11, Tyler's Addition, to the City of Fargo, Cass County, North Dakota)		
Status:	City Commission Consent Agenda: August 3 rd , 2026		

Existing	Proposed
Land Use: Trucking company; vehicle parking	Land Use: Unchanged
Zoning: LI, General Industrial.	Zoning: Unchanged
Uses Allowed : Colleges, community service, daycare centers of unlimited size, detention facilities, health care facilities, parks and open areas, religious institutions, safety services, basic utilities, adult establishment, offices, off-premise advertising signs, commercial parking, outdoor recreation and entertainment, retail sales and service, self-service storage, vehicle repair, limited vehicle service, industrial service, manufacturing and production, warehouse and freight movement, wholesale sales, aviation, surface transportation, and certain telecommunications facilities.	Uses Allowed: Unchanged
Maximum Lot Coverage Allowed: Maximum 85% building coverage.	Maximum Lot Coverage Allowed: Unchanged

Proposal:
The applicant requests one entitlement: - A minor subdivision, entitled Berg Addition which is a replat of Replat of Lots 1-5, Block 11, Lots 22-26, Block 12, part of the vacated 22nd Street North right-of-way, and part of the vacated alley along the West line of Block 11, Tyler's Addition, to the City of Fargo, Cass County, North Dakota This project was reviewed by the City's Planning and Development, Engineering, Public Works, and Fire Departments ("staff"), whose comments are included in this report. Surrounding Land Uses and Zoning Districts: - North: LI, industrial service with industrial uses

- East: SR-3, Single-Dwelling Residential with residential use
- South: LI, industrial uses
- West: LI, industrial uses

Area Plans:

The Fargo Growth Plan 2024 designates the place type of the subject property as “Transitional Industrial/Commercial.” The future land use map in the Madison/Unicorn Park Neighborhood Implementation Brief of the Core Neighborhoods Plan designates the subject property as “Industrial / Warehouse.” The existing LI, Limited Industrial zoning and the current industrial land uses are consistent with this place type and land use designation. No zone change is proposed.

Context:

Schools: The subject property is located within the Fargo School District, specifically within the Madison Elementary, Ben Franklin Middle, and Fargo North High schools.

Neighborhood: The subject property is in the Madison/Unicorn Park neighborhood.

Parks: There are no parks within a quarter mile of the subject property.

Pedestrian / Bicycle: There are no shared use paths adjacent to the subject property.

Bus Route: MATBus Route 17 runs along 20th Street North, with a stop two blocks east of the subject property. This route connects the downtown Ground Transportation Center with the industrial areas along 2nd, 7th, and 12th Avenue North.

Staff Analysis:

SUBDIVISION

The proposed subdivision replats several lots and portions of a vacated street and alley within Tyler’s Addition into a two-lot, one block subdivision. The buildings on the subject property are used as shops and offices; most of the property is used for truck parking. These uses are intended to continue, with no further development is planned at this time. The applicant intends to convey Lot 2 to another business for use as a truck parking area.

At staff’s direction, the applicant has added a 10-foot wide easement for the exclusive use of the City between the two existing sanitary sewer and water line easements.

Staff and the applicant have executed an amenities plan addressing stormwater management.

FINDINGS

Minor Subdivision

The LDC stipulates that the following criteria is met before a minor plat can be approved:

1. **Section 20-0907.B.3 of the LDC stipulates that the Planning Commission recommend approval or denial of the application, based on whether it complies with the adopted Area Plan, the standards of Article 20-06 and all other applicable requirements of the Land Development Code. Section 20-0907.B.4 of the LDC further stipulates that a Minor Subdivision Plat shall not be approved unless it is located in a zoning district that allows the proposed development and complies with the adopted Area Plan, the standards of Article 20-06 and all other applicable requirements of the Land Development Code.** This subdivision is intended to replat several lots and portions of a vacated street and alley within Tyler’s Addition into a two-lot, one block subdivision. The Fargo Growth Plan 2024 designates

the place type of the subject property as “Transitional Industrial/Commercial.” The future land use map in the Madison/Unicorn Park Neighborhood Implementation Brief of the Core Neighborhoods Plan designates the subject property as “Industrial / Warehouse.” The existing LI, Limited Industrial zoning and current industrial uses are consistent with this place type and land use designation. No zone change is proposed. In accordance with Section 20-0901.F of the LDC, notices of the proposed plat have been sent out to property owners within 300 feet of the subject property. To date, staff has received and responded to one inquiry about the application. Staff has reviewed this request and finds that this application complies with standards of Article 20-06 and all applicable requirements of the Land Development Code.

(Criteria Satisfied)

2. **Section 20-0907.C.4.f of the LDC stipulates that in taking action on a Final Plat, the Board of City Commissioners shall specify the terms for securing installation of public improvements to serve the subdivision.**

While this section of the LDC specifically addresses only major subdivision plats, staff believes it is important to note that any improvements associated with the project (both existing and proposed) are subject to special assessments. Special assessments associated with the costs of the public infrastructure improvements are proposed to be spread by the front footage basis and storm sewer by the square footage basis as is typical with the City of Fargo assessment principals.

(Criteria Satisfied)

Staff Recommendation:

Suggested Motion: “To accept the findings and recommendations of the Planning Commission and staff and move to approved the proposed plat of **Berg Addition**, as outlined in the staff report, as the proposal complies with the Fargo Growth Plan 2024, Core Neighborhoods Plan, Standards of Article 20-06, Sections 20-0907 B and C of the Land Development Code, and all other applicable requirements of the Land Development Code.”

Planning Commission Recommendation: July 7th, 2026

At the July 7th, 2026 Planning Commission, that Commission, by a vote of 8-0 with three Commissioners absent, moved to accept the findings and recommendations of staff and recommended approval to the City Commission the proposed plat of **Berg Addition**, as outlined in the staff report, as the proposal complies with the Fargo Growth Plan 2024, Core Neighborhoods Plan, Standards of Article 20-06, Sections 20-0907 B and C of the Land Development Code, and all other applicable requirements of the Land Development Code.

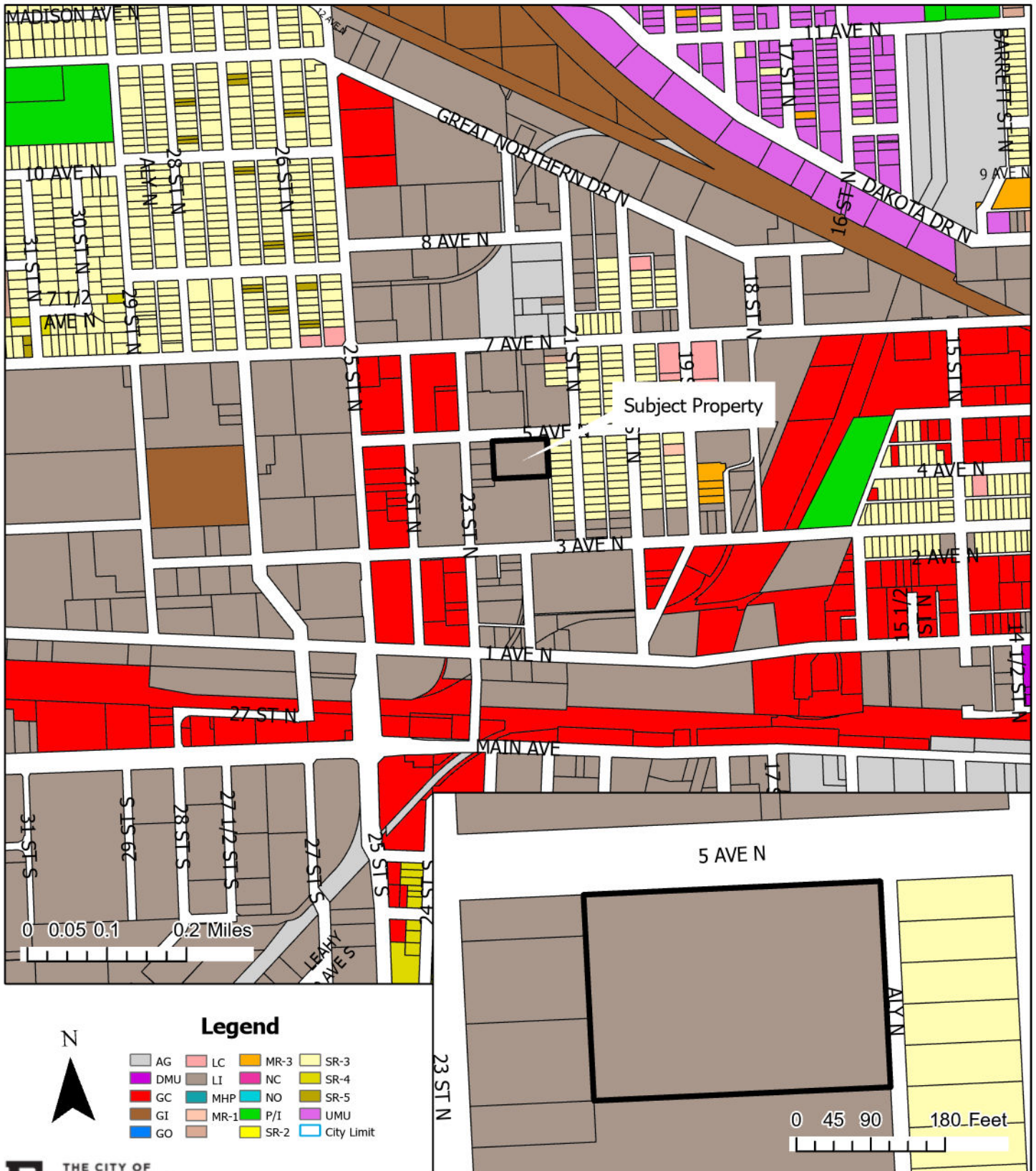
Attachments:

1. Zoning map
2. Location map
3. Preliminary plat

Minor Subdivision

Berg Addition

2202 5th Avenue North



Minor Subdivision

Berg Addition

2202 5th Avenue North

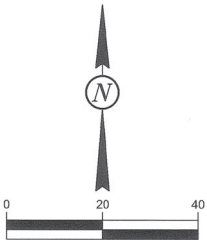


BERG ADDITION

A REPLAT OF LOTS 1 THROUGH 5, BLOCK 11 AND LOTS 22 THROUGH 26 BLOCK 12, TYLER'S ADDITION AND PART OF THE VACATED 22ND STREET RIGHT OF WAY AND THE EAST HALF OF THE VACATED ALLEY ADJACENT TO LOTS 1 THROUGH 5, BLOCK 11, TYLER'S ADDITION TO THE CITY OF FARGO, CASS COUNTY, NORTH DAKOTA
(A MINOR SUBDIVISION)

5TH AVE N

P.O.B.



LEGEND

- MONUMENT SET
- MONUMENT FOUND
- P.O.B. POINT OF BEGINNING
- (U.E.) PUBLIC UTILITY EASEMENT
- - - EX. EASEMENT
- - - EX. PROPERTY LINE
- - - EX. SECTION LINE
- - - EX. PROPERTY LINE TO BE VACATED HERON
- - - PROPERTY BOUNDARY LINE
- - - NEW ROW/PROPERTY LINE
- - - NEW 10' UTILITY EASEMENT
- - - NEW 10' SANITARY SEWER AND WATER LINE EASEMENT

SURVEY INFORMATION

DATE OF SURVEY: FEBRUARY, 2026
BASIS OF BEARING: CITY OF FARGO GROUND COORDINATE SYSTEM,
DECEMBER 1992, US SURVEY FOOT
VERTICAL DATUM: NAVD88

NOTES

- ALL DISTANCES ARE GROUND DISTANCES, US SURVEY FOOT.

FOR RECORDING PURPOSES ONLY

07/23/26 11:40:33AM Z:\Lowry Shared Files\Projects_2025\25124 - 2202 5th Ave N Fargo Berg Drawings\25124_Project\Survey\SR-Plat_25124.dwg

SHEET 1 OF 2

LOWRY
ENGINEERING
5306 51ST AVENUE SOUTH, SUITE A
FARGO, NORTH DAKOTA 58104

BERG ADDITION

A REPLAT OF LOTS 1 THROUGH 5, BLOCK 11 AND LOTS 22 THROUGH 26 BLOCK 12, TYLER'S ADDITION AND PART OF THE VACATED 22ND STREET RIGHT OF WAY AND THE EAST HALF OF THE VACATED ALLEY ADJACENT TO LOTS 1 THROUGH 5, BLOCK 11, TYLER'S ADDITION TO THE CITY OF FARGO, CASS COUNTY, NORTH DAKOTA (A MINOR SUBDIVISION)

OWNERS' CERTIFICATE

KNOW ALL MEN BY THESE PRESENTS, THAT ARNOLD BERG, JR, IS THE OWNER OF THAT PART OF THE SOUTHWEST QUARTER OF SECTION 1, TOWNSHIP 139 NORTH, RANGE 49 WEST OF THE 5TH PRINCIPAL MERIDIAN, IN THE CITY OF FARGO, CASS COUNTY, NORTH DAKOTA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF LOT 26, BLOCK 12, TYLER'S ADDITION; THENCE S02°50'26"E ALONG THE WEST LINE OF THE BLOCK 12 ALLEYWAY A DISTANCE OF 249.95 FEET TO THE SOUTHEAST CORNER OF LOT 22, OF SAID BLOCK 12; THENCE S87°26'04"W A DISTANCE OF 360.00 FEET TO THE CENTERLINE OF THE VACATED ALLEY OF BLOCK 11, TYLER'S ADDITION; THENCE N02°50'26"W ALONG SAID CENTERLINE A DISTANCE OF 249.95 FEET TO THE SOUTH LINE OF THE 5TH AVENUE NORTH RIGHT OF WAY; THENCE N87°26'04"E ALONG SAID SOUTH RIGHT OF WAY LINE A DISTANCE OF 360.00 FEET TO THE POINT OF BEGINNING.

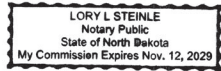
SAID OWNERS HAVE CAUSED THE ABOVE DESCRIBED TRACT OF LAND SHOWN ON THIS PLAT TO BE SURVEYED AND PLATTED AS BERG ADDITION TO THE CITY OF FARGO, CASS COUNTY, NORTH DAKOTA. SAID OWNERS HEREBY DEDICATE AND CONVEY A 10.00 FOOT SANITARY SEWER AND WATER LINE EASEMENT TO THE CITY OF FARGO AS SHOWN ON SAID PLAT, SAID OWNERS ALSO HEREBY DEDICATE AND CONVEY TO THE PUBLIC, FOR PUBLIC USE, ALL UTILITY EASEMENTS AS SHOWN ON SAID PLAT. SAID BERG ADDITION, CONSISTS OF 2 LOTS AND 1 BLOCK, AND CONTAINS 2.06 ACRES, MORE OR LESS TOGETHER WITH EASEMENTS AND RIGHT OF WAYS OF RECORD.

BY: Arnold Berg Jr
ARNOLD BERG, JR

STATE OF ND)
)SS
COUNTY OF Cass)

ON THIS 27 DAY OF July, 2026, BEFORE ME, A NOTARY PUBLIC WITHIN AND FOR SAID COUNTY AND STATE, PERSONALLY APPEARED ARNOLD BERG, JR, TO ME KNOWN TO BE THE PERSON DESCRIBED IN AND WHO EXECUTED THE FOREGOING INSTRUMENT AND ACKNOWLEDGED THAT THEY EXECUTED SAME AS THEIR FREE ACT AND DEED.

[Signature]
NOTARY PUBLIC, COUNTY: Cass STATE: ND



SURVEYORS CERTIFICATE

I, COLE A. NESET, REGISTERED LAND SURVEYOR UNDER THE LAWS OF THE STATE OF NORTH DAKOTA, DO HEREBY CERTIFY THAT I HAVE SURVEYED AND PLATTED THE PROPERTY DESCRIBED ON THIS PLAT AS BERG ADDITION; THAT THIS PLAT IS A CORRECT REPRESENTATION OF SAID SURVEY; THAT ALL DISTANCES ARE SHOWN CORRECTLY ON SAID PLAT IN FEET AND HUNDREDTHS OF A FOOT; THAT ALL MONUMENTS ARE OR WILL BE INSTALLED CORRECTLY IN THE GROUND AS SHOWN; AND THAT THE EXTERIOR BOUNDARY LINES ARE CORRECTLY DESIGNATED.
DATED THIS 24 DAY OF July, 2026.

COLE A. NESET
REGISTERED LAND SURVEYOR
LS-7513

STATE OF NORTH DAKOTA)
)SS
COUNTY OF CASS)

ON THIS 24th DAY OF July, 2026, BEFORE ME, A NOTARY PUBLIC WITHIN AND FOR SAID COUNTY AND STATE, PERSONALLY APPEARED COLE A. NESET, TO ME KNOWN TO BE THE PERSON DESCRIBED IN AND WHO EXECUTED THE FOREGOING INSTRUMENT AND ACKNOWLEDGED THAT THEY EXECUTED SAME AS THEIR FREE ACT AND DEED.

[Signature]
NOTARY PUBLIC, COUNTY: CASS STATE: NORTH DAKOTA



CITY ENGINEER'S APPROVAL

THIS PLAT IN THE CITY OF FARGO IS HEREBY APPROVED THIS _____ DAY OF _____, 20____.

TOM KNAKMUHS, P.E.
CITY ENGINEER

STATE OF _____)
)SS
COUNTY OF _____)

ON THIS _____ DAY OF _____, 20____, BEFORE ME, A NOTARY PUBLIC WITHIN AND FOR SAID COUNTY AND STATE, PERSONALLY APPEARED TOM KNAKMUHS, P.E., TO ME KNOWN TO BE THE PERSON DESCRIBED IN AND WHO EXECUTED THE FOREGOING INSTRUMENT AND ACKNOWLEDGED THAT THEY EXECUTED SAME AS THEIR FREE ACT AND DEED.

NOTARY PUBLIC, COUNTY: _____ STATE: _____

CITY COMMISSION APPROVAL

APPROVED BY THE BOARD OF CITY COMMISSIONERS AND ORDERED FILED THIS _____ DAY OF _____, 20____.

JOSHUA A. BOSCHEE, MAYOR

ATTEST:
ANGIE BEAR, DEPUTY AUDITOR ON BEHALF OF CITY AUDITOR

STATE OF _____)
)SS
COUNTY OF _____)

ON THIS _____ DAY OF _____, 20____, BEFORE ME, A NOTARY PUBLIC WITHIN AND FOR SAID COUNTY AND STATE, PERSONALLY APPEARED JOSHUA A. BOSCHEE AND ANGIE BEAR, KNOWN TO ME TO BE THE PERSONS DESCRIBED IN AND WHO EXECUTED THE FOREGOING INSTRUMENT AND ACKNOWLEDGED THAT THEY EXECUTED THE SAME AS THEIR FREE ACT AND DEED ON BEHALF OF THE CITY OF FARGO.

NOTARY PUBLIC, COUNTY: _____ STATE: _____

CITY PLANNING COMMISSION APPROVAL

THIS PLAT IN THE CITY OF FARGO IS HEREBY APPROVED THIS _____ DAY OF _____, 20____.

MARANDA R. TASA, CHAIR
FARGO PLANNING COMMISSION

STATE OF _____)
)SS
COUNTY OF _____)

ON THIS _____ DAY OF _____, 20____, BEFORE ME, A NOTARY PUBLIC WITHIN AND FOR SAID COUNTY AND STATE, PERSONALLY APPEARED MARANDA R. TASA, TO ME KNOWN TO BE THE PERSON DESCRIBED IN AND WHO EXECUTED THE FOREGOING INSTRUMENT AND ACKNOWLEDGED THAT THEY EXECUTED SAME AS THEIR FREE ACT AND DEED.

NOTARY PUBLIC, COUNTY: _____ STATE: _____

FOR RECORDING PURPOSES ONLY

July 28, 2026

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

RE: Carbide Cutting Edges (RFP26231)

Commissioners:

On July 28, 2026, three proposals were received and reviewed for the purchase of carbide cutting edges.

The results are as follows:

<u>Firm</u>	<u>Price</u>
Kris Engineering Inc	\$153,611.25
RDO Equipment	\$193,189.45
Titan Machinery	\$157,856.75

The review committee consisting of Allan Erickson, Dan Schaeffer and Tom Ganje determined that all vendors met the required specifications and the prices were within expected parameters. Our recommendation is to purchase carbide cutting edges based on the low bid proposal from Kris Engineering Inc.

Funding for this project is included in the 2026 Central Garage budget.

SUGGESTED MOTION:

Approve the recommendation to purchase carbide cutting edges from Kris Engineering Inc. in the amount of \$153,611.25 (RFP26231).

Respectfully Submitted,



Allan Erickson
Fleet Services Manager

2026 Cutting Edges
RFP26231
7/28/2026

	Kris Engineering Name	RDO Equip Name	Titan machine Name
Carbide Cutting Edge Description			
<u>1x7x36" Edge Section</u>			
Price for (1) One	\$ 848.04	\$ 795.04	\$ 872.03
Price for (80) Eighty	\$ 67,843.20	\$ 63,603.20	\$ 69,762.40
<u>1x7x48" Edge Section</u>			
Price for (1) One	\$ 636.03	\$ 1,060.05	\$ 654.21
Price for (85) Eighty Five	\$ 54,062.55	\$ 90,104.25	\$ 55,607.85
<u>3/4x6x48" Edge Section</u>			
Price for (1) One	\$ 631.71	\$ 789.64	\$ 649.73
Price for (50) Fifty	\$ 31,585.50	\$ 39,482.00	\$ 32,486.50
Carbide Cutting Edge Total Price	\$ 153,491.25	\$ 193,189.45	\$ 157,856.75
Freight Price for Total Quantity	\$ 120.00		
Total Cutting Edge Price Including Freight	\$ 153,611.25	\$ 193,189.45	\$ 157,856.75



RFP
Carbide Cutting Edges

July 17th, 2026

5.1 Carbide Cutting Edge.	Quantity of <u>85</u>
- 1 x 7 x 36". - Curved. - Trapezoid carbide inserts. - Carbide impregnation. - Top bevel. - Square countersunk bolt holes for 5/8" plow bolt. - 1-5/8" gauge. - 3-3-6 spacing.	
Meets Specifications: Yes ☒ No ☐ Vendor can provide quantity specified: Yes ☒ No ☐	

5.2 Carbide Cutting Edge.	Quantity of <u>80</u>
- 1 x 7 x 48". - Curved. - Trapezoid carbide inserts. - Carbide Impregnation. - Top Bevel. - Square countersunk bolt holes for 5/8" plow bolt. - 1-5/8" gauge. - 3-3-6 spacing.	
Meets Specifications: Yes ☒ No ☐ Vendor can provide quantity specified: Yes ☒ No ☐	

5.3 Carbide Cutting Edge.	Quantity of <u>50</u>
- 3/4 x 6 x 48" - Trapezoid carbide insert. - Square countersunk holes for 5/8" plow bolts. - 1 1/2" gauge. - 3-3-12 spacing. (<i>Standard highway punch</i>)	
Meets Specifications: Yes ☒ No ☐ Vendor can provide quantity specified: Yes ☒ No ☐	

Exceptions & Deviations

Bidder shall fully describe every variance exception and/or deviation. List the item number here and fully explain any items in non-compliance with specification. Additional sheets may be used if required.

This image shows a blank sheet of white paper with horizontal ruling lines. The lines are evenly spaced and run across the width of the page. There are no margins, text, or other markings on the paper.

OTHER: _____

Proposal Sheet
2026 Carbide Cutting Edges
City of Fargo

Company Name: Kris Engineering Inc

5.1 Carbide Cutting Edge

Price Per/Cutting Edge: 636.03 Price for quantity of 85: 54,062.55

5.2 Carbide Cutting Edge

Price Per/Cutting Edge: 848.04 Price for quantity of 80: 67,843.20

5.3 Carbide Cutting Edge

Price Per/Cutting Edge: 631.71 Price for quantity of 50: 31,585.50

Sales and Use Tax Exemption Number E-4168

Freight price for total quantity: 120.00

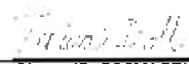
Carbide Cutting Edges Total Price: 153,491.25

Total Price including Freight: 153,611.25

Delivery Date

Number of days for delivery from date of order: 7 weeks A.R.O.

** Price is valid until 7-31-26

Terisa Doll 
(Signature) Signer ID: R9SM1DZH13...

President
(Title)

7-27-26 320-251-4558 ext 100
(Date) (Phone)

Proposal Sheet
2026 Carbide Cutting Edges
City of Fargo

Company Name: RDO Equipment

5.1 Carbide Cutting Edge

Price Per/Cutting Edge: \$ 795.04 Price for quantity of 80: \$ 63,603.20

5.2 Carbide Cutting Edge

Price Per/Cutting Edge: \$ 1,060.05 Price for quantity of 85: \$ 90,104.25

5.3 Carbide Cutting Edge

Price Per/Cutting Edge: \$ 789.64 Price for quantity of 50: \$ 39,482.00

Sales and Use Tax Exemption Number E-4168

Freight price for total quantity: \$ 0.00

Carbide Cutting Edges Total Price: \$ 193,189.45

Total Price including Freight: \$ 193,189.45

Delivery Date

Number of days for delivery from date of order: 49


(Signature)

Parts Specialist
(Title)

7/27/26
(Date)

701-526-2212
(Phone)

TITAN MACHINERY

QUOTATION NO PQ0019007	DATE 07/27/2026
PAYMENT TERMS Net 90 Days	

TITAN MACHINERY-FARGO
4001 38TH ST S
FARGO ND 58104-6908

CUSTOMER NO BP0023561
CUST REF RFP26231

PARTS QUOTATION

INVOICE TO:

CITY OF CENTRAL GARAGE FARGO
CENTRAL GARAGE
PO BOX 2083
FARGO ND 58102-2083

SHIP TO:

TITAN MACHINERY-FARGO
4001 38TH ST S
FARGO ND 58104-6908

SALESMAN	: DUDA, SHAWN J.	GOOD THRU	: 08/26/2026
SHIP VIA	: WILL CALL	CONTACT NAME	:
		DELIVERY TERMS	:

Pos.	Qty.	PART NUMBER	DESCRIPTION	PRICE	CORE	TOTAL
1	85	CIJT873645-ACIF	1X7X36 CURVED CARBIDE	654.21	0.00	55,607.85
2	80	CIJT874845-ACIF	1X7X48 CURVED CARBIDE	872.03	0.00	69,762.40
3	50	CIAT664844SK	3/4X6X48 CARBIDE INSERT	649.73	0.00	32,486.50

TARIFF CHARGES SUBJECT TO CHANGE, BASED ON RATES AT TIME OF SHIPMENT
ANY CHANGE IN QUANTITIES QUOTED MAY EFFECT PRICE
QUOTE VALID UNTIL END OF DAY 7/31

PARTS	157,856.75
MISC CHARGES	0.00
HEADER DISC	0.00
SUBTOTAL	157,856.75
SALES TAX	0.00
QUOTE AMOUNT	(USD) 157,856.75

CUSTOMER ACCEPTANCE

CUSTOMER PO

August 3, 2026

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

RE: Change Order No. 4 for GTC Deck Overlay Project

Dear Commissioners:

This memorandum is to inform the City Commission of Change Order No. 4 for the GTC Deck Overlay project with Industrial Builders, Inc., as prepared by KU Engineering LLC.

Change Order Details

- The scope of work was modified due to changed conditions identified as work was being completed. A summary of the changed conditions are noted below:
 - A total of six (6) tendons were determined to be broken along Grid 9; this includes the 2 original tendons associated with PR #3.
 - There was one broken tendon and another abandoned tendon discovered along Grid D as preparatory work was being completed to address the tendon repairs outlined in PR #3.

After deliberation of the changed conditions, the City elected to pause the ongoing tendon repairs due to funding constraints. The work completed in conjunction with PR #3 at the time work was paused is 59,772.00 (see attached summary from IBI). The previously approved amount of PR #3 was 525,201.00. This results in a credit of \$15,429.00 to the contract.

- The Owner Contingency remaining from CO #3 of \$33,027.15 will be returned to the owner as a credit to the contract.

Impact on Project

- Contract Amount: Decrease of \$48,456.15

Recommended Motion

It is recommended that the City Commission approve Change Order No. 4 for the GTC Deck Overlay Project.

Attachments:

- Change Order No. 4 Document

Sincerely,



Jordan Smith
Assistant Transit Director – Fleet and Facilities
City of Fargo

CHANGE ORDER NO.: 4

Owner: City of Fargo
 Engineer: KIJ Engineering LLC
 Contractor: Industrial Builders, Inc.
 Project: GTC Deck Overlay
 Contract Name: Stipulated Price

Owner's Project No.: RFP25024
 Engineer's Project No.: 2404-01858
 Contractor's Project No.:

Date Issued: July 20, 2026

Effective Date of Change Order: December 1, 2025

The Contract is modified as follows upon execution of this Change Order:

Description:

1. The installed quantities for PR 3 are noted below. The scope of work was modified due to changed conditions identified as work was being completed. A summary of the changed conditions are noted below:
 - a. A total of six (6) tendons were determined to be broken along Grid 9; this includes the 2 original tendons associated with PR #3.
 - b. There was one broken tendon and another abandoned tendon discovered along Grid D as preparatory work was being completed to address the tendon repairs outlined in PR #3.

After deliberation of the changed conditions, the City elected to pause the ongoing tendon repairs due to funding constraints. The work completed in conjunction with PR #3 at the time work was paused is \$9,772.00 (see attached summary from IBI). The previously approved amount of PR #3 was \$25,201.00. This results in a credit of \$15,429.00 to the contract.

2. The Owner Contingency remaining from CO #3 of \$33,027.15 will be returned to the owner as a credit to the contract.

Attachments:

1. IBI PR #3 Letter dated December 3, 2025.

Change in Contract Price		Change in Contract Times	
Original Contract Price:		Original Contract Times:	
\$ 1,026,995.00		Substantial Completion:	October 1, 2025
		Ready for final payment:	October 13, 2025
Change from previously approved Change Orders No. 1 to No. 2:		Increase from previously approved Change Orders No. 1 to No. 1:	
\$ N/A		Substantial Completion:	N/A
		Ready for final payment:	N/A
Contract Price prior to this Change Order:		Contract Times prior to this Change Order:	
\$ 1,026,995.00		Substantial Completion:	October 1, 2025
		Ready for final payment:	October 13, 2025
Increase this Change Order:		Increase this Change Order:	
\$ (48,456.15)		Substantial Completion:	December 12, 2025
		Ready for final payment:	December 31, 2025
Contract Price incorporating this Change Order:		Contract Times with all approved Change Orders:	
\$ 978,538.85		Substantial Completion:	December 12, 2025
		Ready for final payment:	December 31, 2025

	Recommended by Engineer	Accepted by Contractor
By:	<u>Cassie Munoz</u>	<u>[Signature]</u>
Title:	<u>Senior Project Manager</u>	<u>Vice President Estimating</u>
Date:	<u>7/20/2026</u>	<u>7/21/26</u>
	Authorized by Owner	Approved by Funding Agency (if applicable)
By:	<u></u>	<u>James Sayler</u>
Title:	<u>Mayor</u>	<u>Transportation Management Officer II</u>
Date:	<u></u>	<u>6-19-2026</u>

Industrial Builders, Inc.

Paul W. Diederich, President
Donn O. Diederich, Executive Vice President
Erik B. Diederich, Chief Operating Officer



General Contractors

PO Box 406 Fargo, ND 58107

ITEM #: Proposal Request 3
LETTING DATE: December 03, 2025
PROJECT #'S: 2404-01858
COUNTY: Cass
TYPE OF WORK: GTC Deck Overlay - Vector's Cost Associated with PR3

QUOTE TO PRIME CONTRACTORS

LINE NO.	DESCRIPTION	APPROX. QTY.	UNIT	UNIT BID PRICE	AMOUNT BID
001	Cost Associated with PR3	1.000	L S	\$9,772.00	\$9,772.00
TOTAL SUM BID					\$9,772.00

TERMS AND CONDITIONS:

- 1.) Our unit price includes all the labor, material and equipment costs that Vector Construction had incurred performing the work for PR3 and our prime contractor markup. I have included Vector Constructions cost breakdown.

Signature:  *Industrial Builders, Inc.*

Aaron Anderson, Senior Project Manager Cell # 701-799-2789



VECTOR CONSTRUCTION INC.
Estimate of Work

CUSTOMER: Industrial Builders

DATE: December 3, 2025

ADDRESS: Box 406, Fargo, ND, 58107

PO#

WORK LOCATION: Ground Transportation Center

CONTACT: Aaron Anderson

JOB NUMBER: 689949

PROGRESS # 1

Mobilization	
Labor	\$6,920.75
Equipment	\$1,210.00
Material	\$684.45
Material Tax	\$0.00
Safety Supplies	\$0.00
Subtotal	\$8,815.20
10% Mark-up and Overhead	\$68.45
Total	\$8,883.65

Labor

Date	SUPERINTENDENT			FOREMAN / PROJECT ADMIN			CONCRETE FINISHER			REPAIR TECHNICIAN		
	ST	OT	TT	ST	OT	TT	ST	OT	TT	ST	OT	TT
11/17/2025	8	4								8	4	
11/18/2025	8									8		
11/19/2025	8									8		
11/20/2025	8	1.5								8	1.5	
11/21/2025	6.5									6		
11/24/2025	8	1.5								4.5		
12/1/2025	1											
Total Hours	47.5	7	0	0	0	0	0	0	0	42.5	5.5	0
Rate	\$62.50	\$83.00	\$62.50	\$55.50	\$75.50	\$55.50	\$59.50	\$80.25	\$59.50	\$48.25	\$68.25	\$48.25
Subtotal	\$2,968.75	\$581.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$2,050.63	\$375.38	\$0.00

Date	OFFICE ADMIN / GENERAL LABORER			PROJECT / FIELD OP MANAGER			SAFETY COORDINATOR			OPERATOR - EQUIPMENT		
	ST	OT	TT	ST	OT	TT	ST	OT	TT	ST	OT	TT
11/5/2025				4								
11/17/2025				1								
11/18/2025				2								
11/19/2025				1								
11/20/2025				1								
11/21/2025				3								
11/24/2025				1								
12/1/2025				1								
Total Hours	0	0	0	14	0	0	0	0	0	0	0	0
Rate	\$45.25	\$65.00	\$45.25	\$67.50	\$89.25	\$67.50	\$66.00	\$87.50	\$66.00	\$85.00	\$112.50	\$85.00
Subtotal	\$0.00	\$0.00	\$0.00	\$945.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Labor Total	\$6,920.75											

Material

Date	4 5" Diamond Blade	SDS Max Chisel Bit	SDS+ Chisel Bit	Bosch Bag	Bosch Filter	Plywood
Total Units	1	1	1	3	2	1
Rate	\$ 38.45	\$ 67.75	\$ 67.75	\$ 14.00	\$ 70.00	\$ 61.00
Material Tax						
Total	\$ 38.45	\$ 67.75	\$ 67.75	\$ 42.00	\$ 140.00	\$ 61.00

Date	5 Gallon Pails	Fuel				
Total Units	5	4				
Rate	\$ 5.50	\$ 60.00				
Material Tax						
Total	\$ 27.50	\$ 240.00	\$ -	\$ -	\$ -	\$ -
Material Total						
\$	684.45					
Material Tax Total						

Equipment

Date	Truck	905	TE-70	Vacuum	Dustless Grinder	Light Stands
11/16/2025	1	1	1	1	1	2
11/23/2025	1	1	1	1	1	2
Total Units	2	2	2	2	2	4
Rate	\$160.00	\$90.00	\$60.00	\$60.00	\$25.00	\$25.00
Total	\$320.00	\$180.00	\$120.00	\$120.00	\$50.00	\$100.00

Date	Ext Cords	GPR				
11/5/2025		1				
11/16/2025	4					
11/23/2025	4					
Total Units	8	1	0	0	0	0
Rate	\$15.00	\$200.00				
Total	\$120.00	\$200.00				
Equipment Total						
\$1,210.00						

REPORT OF ACTION

UTILITY COMMITTEE

Project No. WA2507

Type: Change Order – Lead Service Line Replacement

Location: Lead Service Line Replacement in Downtown Fargo

Date of Hearing: 7/15/2026

<u>Routing</u>	<u>Date</u>
City Commission	8/3/2026
Project File	

Troy Hall, Water Utility Director, presented the attached proposed Change Order No. 1 with Johnson and Schock Excavating, LLC (J&S) in the amount of \$80,000 under Project WA2507. This change is for private-side Lead Service Line Replacement (LSLR) at two (2) businesses on Northern Pacific (NP) Avenue and one 4-plex housing unit at 308 7th St. N. The Water Utility is coordinating with the Engineering Department for private-side LSLR during Engineering projects. NP Ave is currently under construction to replace the street and creates an opportunity for LSLR. The costs for this change order with J&S are 66.5% grant eligible under the overall LSLR project in Fargo. To align with NP Ave construction timing, a Work Change Directive (WCD) was issued to J&S.

MOTION:

On a motion by Ben Dow, seconded by Tom Knakmuhs, the Utility Committee voted to approve Change Order No. 1 with Johnson and Schock Excavating, LLC in amount of \$80,000 and 14-day time extension.

<u>COMMITTEE:</u>	<u>Present</u>	<u>Yes</u>	<u>No</u>	<u>Unanimous</u>
				<u>X</u>
				<u>Proxy</u>

Chad Peterson, City Commissioner	
Brenda Derrig, Assistant City Administrator	<u>X</u>
Susan Thompson, Finance Director	
Brian Ward, Water Plant Supt.	
Mark Miller, Wastewater Plant Supt.	<u>X</u>
Bruce Grubb, Temp. Asst. City Administrator	<u>X</u>
James Hausauer, Water Recl. Utility Director	<u>X</u>
Troy Hall, Water Utility Director	<u>X</u>
Ben Dow, Public Works Operations Director	<u>X</u>
Tom Knakmuhs, City Engineer	<u>X</u>
Dan Portlock, Water Utility Engineer	
Scott Olson, Solid Waste Utility Director	<u>X</u>

ATTEST:


Troy B. Hall
Water Utility Director

C: Josh Boschee, Mayor
Commissioner Strand
Commissioner Gullickson
Commissioner Turnberg

**Water Treatment Plant**

435 14th Avenue South

Fargo, ND 58103

Office: 701.241.1469 | Fax: 701.241.8110

www.FargoND.gov**MEMORANDUM**

July 10, 2026

To: Utility Committee

From: Troy B. Hall, Water Utility Director *TBH*

Re: WA2507 Change Order No. 1 – Lead Service Line Replacement (LSLR)

Attached is proposed change order and work change directive with Johnson and Schock Excavating, LLC (Johnson & Schock) under Project WA2507 - Water Service Line Replacement. This is to replace three (3) Lead Service Lines that are all private side ownership: two (2) on Northern Pacific (NP) Avenue and one (1) for a multi-family 4-plex housing unit. We are coordinating with the Engineering Department to replace private side Lead Service Lines when opportunity allows during a street replacement projects. The NP Avenue project is under construction through the Engineering Department. Due to timing, we issued a Work Change Directive to Johnson & Schock for this work.

Per direction from our Drinking Water State Revolving Fund (DWSRF) contact, we requested quotes from contractors that have already been awarded projects within the overall Lead Service Line Replacement (LSLR) project for 2026 construction. By doing that, the contractors are already familiar with DWSRF requirements which allows 66.5% grant funding. Johnson & Schock was the only quote received. Water Utility staff is also requesting a 2-week time extension for Johnson & Schock for the WA2507 project. This is because Johnson & Schock is being temporarily pulled off the original scope of WA2507 to complete the replacement of the three (3) Lead Service Lines.

Plan of Financing

The costs for this change order are eligible for 66.5 percent grant from the DWSRF loan program. The LSLR project is in the budget and part of the Capital Improvement Plan (CIP) for water utility.

SUGGESTED MOTION:

Approve Change Order No. 1 with Johnson and Schock Excavating LLC in amount of \$80,000 and a 2-week time extension to replace three (3) Water Service Lines under Project WA2507.

Your consideration in this matter is greatly appreciated.

Work Change Directive No. 1

Date of Issuance: 6/11/2026 Effective Date: 6/11/2026
Owner: City of Fargo Owner's Contract No.: WA2507
Contractor: Johnson & Schock Excavating, LLC Contractor's Project No.:
Engineer: Houston Engineering, Inc. Engineer's Project No.: 6059-0211
Project: Water Service Replacement Project 2026- Contract Name: 2026-04
04

Contractor is directed to proceed promptly with the following change(s):

Description:

Removal and Replacement of Priority Lead Service Lines within the City of Fargo as described in the attached documents for the properties below. The Quoter shall coordinate with the Prime Contractor (Paras Contracting, Inc.) for Capital Improvement Project: Improvement District BR-26-F1.

209 NP Ave N, 219 NP Ave N, 308 7th St N.

Attachments: [List documents supporting change]

Quote Form Regarding Improvement District BR-26-F1.

Purpose for Work Change Directive:

Directive to proceed promptly with the Work described herein, prior to agreeing to changes on Contract Price and Contract Time, is issued due to: [check one or both of the following]

- ☐ Non-agreement on pricing of proposed change.
☒ Necessity to proceed for schedule or other Project reasons.

Estimated Change in Contract Price and Contract Times (non-binding, preliminary):

Contract Price \$ 80,000 ~~(increase)~~ [decrease].
Contract Time 14 days ~~(increase)~~ [decrease].

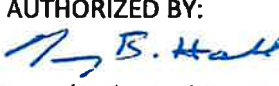
Basis of estimated change in Contract Price:

- ☒ Lump Sum ☐ Unit Price
☐ Cost of the Work ☐ Other

RECOMMENDED:
By: 
Engineer (Authorized Signature)

Title: Civil Engineer

Date: 6/11/2026

AUTHORIZED BY:
By: 
Owner (Authorized Signature)

Title: Water Utility Director

Date: 6/11/2026

RECEIVED:
By: 
Contractor (Authorized Signature)

Title: Owner

Date: 6/12/2026

Approved by Funding Agency (if applicable)

By: Not Applicable

Date:

Title:

CHANGE ORDER NO.: [1]

Owner: City of Fargo, ND Owner's Project No.: WA2507
 Engineer: Houston Engineering Engineer's Project No.: 6059-0211
 Contractor: Johnson and Schock Excavating, LLC Contractor's Project No.:
 Project: Water Service Replacement Project 2026-04
 Contract Name: Water Service Replacement Project 2026-04 (4/27/2026)
 Date Issued: 6/2/2026 Effective Date of Change Order: 6/2/2026

The Contract is modified as follows upon execution of this Change Order:

Description:

LSLR at 209 NP Ave N, 219 NP Ave N, and 308 7th St N. [Quote Form Regarding Improvement District BR-26-F1]

Attachments:

[Quote Form Regarding Improvement District BR-26-F1]

Change in Contract Price \$80,000		Change in Contract Times [None]	
Original Contract Price:		Original Contract Times:	
\$ 396,437.00		Substantial Completion: 7/10/2026	
		Ready for final payment: 7/31/2026	
[Increase] [Decrease] from previously approved Change Orders No. 1 to No. [Number of previous Change Order]:		[Increase] [Decrease] from previously approved Change Orders No.1 to No. [Number of previous Change Order]:	
\$ N/A		Substantial Completion: N/A	
		Ready for final payment: N/A	
Contract Price prior to this Change Order:		Contract Times prior to this Change Order:	
\$ 396,437.00		Substantial Completion: 7/10/2026	
		Ready for final payment: 7/31/2026	
[Increase] this Change Order:		[Increase] [Decrease] this Change Order:	
\$ 80,000.00		Substantial Completion: N/A	
		Ready for final payment: N/A	
Contract Price incorporating this Change Order:		Contract Times with all approved Change Orders:	
\$ 476,437.00		Substantial Completion: 7/10/2026	
		Ready for final payment: 7/31/2026	

Recommended by Engineer (if required)	Accepted by Contractor
By: Daniel E. Korf 	
Title: Civil Engineer	
Date: 6/2/2026	
Authorized by Owner	Approved by Funding Agency (if applicable)
By:	
Title:	
Date:	

City of Fargo, North Dakota
Quote Form Regarding Improvement District BR-26-F1

Quote Due Date: **Friday, May 29, 2026**
Time: **11:30 a.m. (central time)**

Submit Quotes to: **Matt Christensen <ChristensenM@FargoND.gov>**
All quotes shall be submitted on the forms furnished by the City.

This Project is using SRF Loan Funds and there are additional terms and conditions required to comply with the contract specifications. Please confirm all requirements are met and documents are included in your quote. This Project will comply with SRF requirements. In the event of a discrepancy between this form and SRF contracting requirements, the SRF contracting requirements shall prevail.

The Quoter agrees to perform the below described work for the City, pursuant to the attached General and Special Requirements, SRF requirements, Special Instructions to Quoters (SIQs), City of Fargo Standard Specifications for Construction, and Site Documentation Form. The Quoter agrees to include this quote as a change order within an existing Lead Service Line Replacement contract with the City as the City so chooses, and abide by all requirements of that contract. The Contractor agrees to abide by all requirements, and produce all of the submittals for (as requested), the typical City LSLR contract package (as bid in packages 2026-01 through 2026-10) regardless of the Contractor's contract status in any one of those packages.

The Owner reserves the right to reject any and all quotes, to waive any informality in any quote, to hold all quotes for a period not to exceed 30 days from the date of opening quotes.

Work Description:

Removal and Replacement of Priority Lead Service Lines within the City of Fargo as described in the attached documents for the properties in the table below. The Quoter shall coordinate with the Prime Contractor (Paras Contracting, Inc.) for Capital Improvement Project: Improvement District BR-26-F1.

1. The Quoter shall inspect the sites to ensure they have sufficient information for a quote.
2. The service lines for these sites shall be directional bored, despite any provisions in the SIQs.
3. Replacements are expected on the private sides only. The public sides (between the curb stops and the watermain are expected to be non-lead).
4. The Quoter is aware that additional interior premise plumbing may be required for 219 Northern Pacific Avenue. The Quoter agrees to coordinate the new service line entry point into the building with the property owner. The Quoter agrees to inform the property owner that the property owner is responsible for premise plumbing beyond the meter. The Quoter agrees to coordinate with the property owner for their premise plumbing work if necessary, but premise plumbing work will not be included in this Project.
5. Work on NP Avenue shall not enter the sidewalk to maintain pedestrian access.
6. Regarding 209 and 219 NP Ave N, the new service lines will be stubbed into the street beyond the sidewalk with a minimum of three (3) feet exposed beyond the soil, or connected to a curb stop as required by the Prime Contractor. If stubbed, the new service lines shall be capped for the Prime Contractor to complete the public service side. The Prime Contractor will supply the curb stop and box.
7. The Quoter is aware that additional interior premise plumbing may be required for 308 7th Street North. The Quoter agrees to coordinate the new service line entry point into the building with the property owner. The Quoter agrees to inform the property owner that the property owner is responsible for premise plumbing beyond the meter. The Quoter agrees to coordinate with the property owner for their premise plumbing work if necessary, but premise plumbing work will not be included in this Project.
8. Crossing property lines must be avoided for installation.
9. The Quoter shall notify the City of Fargo at least 7 days prior to any service lines that require relocation for SHPO approval.
10. The Quoter assures that this quote is inclusive of all cost required to complete the work.

The undersigned will perform the work as described above for the price(s) submitted in the quote response for the following item(s):

Item No.	Item Description	Unit	Qty	Unit Price	Total
1	209 Northern Pacific Avenue North	LS	1	\$ 25,000	\$ 25,000
2	219 Northern Pacific Avenue North	LS	1	\$ 30,000	\$ 30,000
3	308 7 th Street North	LS	1	\$ 25,000	\$ 25,000
Total of All Items					\$ 80,000

Quote is inclusive of all permit fees and sales/use and excise taxes.

The undersigned acknowledges receipt of all addenda to the quote.

The quoter will start and fully complete the project within the requirements of Paras Contracting, Inc. [OR] within days.

CITY (or designee) _____

Quoter Signature _____

Johnson & Schrock Excavating
Company Name _____

Address: *4080 98th Ave S* _____

Fargo, ND 58104 _____

NOTICE TO PROCEED DATE: _____

Attest (if necessary) _____

Telephone *701-866-8820* _____

Excise Tax No. (as applicable) _____

Federal Tax ID No. *82-3761916* _____

Sales Tax No. (as applicable) _____

Fuel Tax License No. _____
(contracts including highway or street work only)

Highway Contractor's License No. _____
(contracts including highway or street work only)

[General and Special Requirements Information Attached]

- No installation of new meters figured
- If there are any obstructions that we hit while boring, there will be extra charges at time and material rate.

REPORT OF ACTION

UTILITY COMMITTEE

Project No. WA2403

Type: Task Order – Lead Service
Line Replacement

Location: Core Neighborhoods – Lead Service Line Replacement Project

Date of Hearing: 7/15/2026

<u>Routing</u>	<u>Date</u>
City Commission	8/3/2026
Project File	

Troy Hall, Water Utility Director, presented the attached proposed Task Order No. 26-04 with Houston Engineering, Inc. (HEI) regarding 2026 construction services for Lead Service Line Replacement (LSLR) to approximately 310 homes and businesses in Fargo. The task order is in the amount of \$394,574 and will be invoiced at hourly rates for services provided. The engineering services are eligible for 66.5% grant funding. This construction is scheduled for completion by the end of 2026.

MOTION:

On a motion by Ben Dow, seconded by Mark Miller, the Utility Committee voted to approve Task Order No. 26-04 with Houston Engineering, Inc. in amount of \$394,574.

<u>COMMITTEE:</u>	<u>Present</u>	<u>Yes</u>	<u>No</u>	<u>Unanimous</u>
				<u>X</u>
				<u>Proxy</u>
Chad Peterson, City Commissioner				
Brenda Derrig, Assistant City Administrator		X		
Susan Thompson, Finance Director				
Brian Ward, Water Plant Supt.				
Mark Miller, Wastewater Plant Supt.		X		
Bruce Grubb, Temp. Asst. City Administrator		X		
James Hausauer, Water Recl. Utility Director		X		
Troy Hall, Water Utility Director		X		
Ben Dow, Public Works Operations Director		X		
Tom Knakmuhs, City Engineer		X		
Dan Portlock, Water Utility Engineer				
Scott Olson, Solid Waste Utility Director		X		

ATTEST:


Troy B. Hall
Water Utility Director

C: Josh Boschee, Mayor
Commissioner Strand
Commissioner Gullickson
Commissioner Turnberg

**Water Treatment Plant**

435 14th Avenue South

Fargo, ND 58103

Office: 701.241.1469 | Fax: 701.241.8110

www.FargoND.gov**MEMORANDUM**

July 10, 2026

To: Utility Committee

From: Troy B. Hall, Water Utility Director *TBH*

Re: Houston Engineering Task Order 26-04: Lead Service Line Replacement – Construction Services for Six Bid Areas: 2026-05, 2026-06, 2026-07, 2026-08, 2026-09, and 2026-10.

Attached is a proposed task order with Houston Engineering, Inc. (HEI) related to our Lead Service Line Replacement (LSLR) project. Under this task order, there are construction services for six (6) LSLR bids with approximately 310 water service lines to homes or businesses. This task order is not-to-exceed \$394,574 and will be billed as hourly. Loan forgiveness (grant) at 66.5% will be applied to the cost of this task order. The LSLR project is in the budget and Capital Improvement Plan (CIP) for the water utility. The following are individual project codes covered in this construction services task order:

- WA2508: Bid Area 2026-05 Final completion 10/30/2026 (50 LSLRs)
- WA2509: Bid Area 2026-06 Final completion 10/30/2026 (52 LSLRs)
- WA2510: Bid Area 2026-07 Final completion 10/30/2026 (50 LSLRs)
- WA2511: Bid Area 2026-08 Final completion 10/30/2026 (61 LSLRs)
- WA2512: Bid Area 2026-09 Final completion 11/20/2026 (51 LSLRs)
- WA2513: Bid Area 2026-10 Final completion 11/20/2026 (46 LSLRs)

Since this project involves federal funding, there are significant federal requirements for LSLR construction in order to receive reimbursement. From a construction observation perspective, the scope is being split between HEI and Water Utility personnel. HEI scope includes construction monitoring and observation, construction administration including work with contractors on invoices, shop drawing submittal review, and pay applications. There is significant coordination when dealing with multiple contractors and over 300 owners of homes and businesses. We are targeting the replacement of roughly 500 Lead Service Lines total in 2026.

Plan of Financing

The task order is eligible for 66.5 percent grant from the DWSRF loan program. The overall LSLR program is in the budget and part of the Capital Improvement Plan (CIP) for water utility.

SUGGESTED MOTION:

Approve Task Order 26-04 with Houston Engineering, Inc. in the amount of \$394,574 for construction services to cover six (6) contractor bid areas for the 2026 Lead Service Line Replacement program.

Your consideration in this matter is greatly appreciated.

**TASK ORDER AGREEMENT TO
CITY OF FARGO ENTERPRISE UTILITIES SERVICES AGREEMENT**

This is Task Order No. **26-04**,
consisting of **4** pages.

Task Order

In accordance with Paragraph 1.01 of the Agreement Between Owner and Engineer for Professional Services – Task Order Edition, dated January 1, 2021 (the "Agreement"), Owner and Engineer agree as follows:

1. Background Data

- a. Effective Date of Task Order: **July 1, 2026**
- b. Owner: **City of Fargo Enterprise Utilities – Water Utility**
- c. Engineer: **Houston Engineering, Inc.**
- d. Specific Project (title): **Lead Service Line Replacement Program – Construction Services for Phases 2026-05, 2026-06, 2026-07, 2026-08, 2026-09, & 2026-10.**
- e. Specific Project (description): **Construction Services for Phases 2026-05, 2026-06, 2026-07, 2026-08, 2026-09, & 2026-10 including construction administration and RPR duties.**

2. Services of Engineer

- A. The specific services to be provided or furnished by Engineer under this Task Order are as follows:

Provide construction services for Phases 2026-05, 2026-06, 2026-07, 2026-08, 2026-09, & 2026-10 of the LSLR project in conjunction with the City Water Utility Staff including construction monitoring and observation, construction administration including working with contractors on invoicing, shop drawing submittal review, and pay applications.

- B. Other Services

None identified.

All of the services included above comprise Basic Services for purposes of Engineer's compensation under this Task Order.

3. Additional Services

- A. Additional Services that may be authorized or necessary under this Task Order are:

None. Any Additional Services will be under separate Task Order(s) or phases to this task order.

Task Order Form

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Page 1

4. Owner's Responsibilities

Owner shall have those responsibilities set forth in Article 2 of the Agreement and in Exhibit B.

5. Task Order Schedule

In addition to any schedule provisions provided in Exhibit A or elsewhere, the parties shall meet the following schedule:

Engineer's services shall progress as estimated below:

Final completion of Phases 2026-05, 2026-06, 2026-07, and 2026-08 is scheduled for October 30, 2026.

Final completion of Phases 2026-09 and 2026-10 is scheduled for November 20, 2026.

6. Payments to Engineer

A. Owner shall pay Engineer for services rendered under this Task Order as follows:

By the Standard Hourly Rates and Reimbursable Expenses set forth in Exhibit C.

The fees for services under this task order shall not exceed \$394,574 without prior written authorization. Fees for future phases will be discussed with the Water Utility Staff prior to undertaking those phases. Breakdown of task order fees are provided in Attachment No. 1.

B. The terms of payment are set forth in Article 4 of the Agreement and in the applicable governing provisions of Exhibit C.

7. Sub-Consultants retained as of the Effective Date of the Task Order: **None**

8. Other Modifications to Agreement and Exhibits: **None**

9. Attachments: **Attachment 1**

10. Other Documents Incorporated by Reference:

Agreement between Owner and Engineer for Professional Services – Task Order Edition, dated January 1, 2021.

11. Terms and Conditions

Execution of this Task Order by Owner and Engineer shall make it subject to the terms and conditions of the Agreement (as modified above), which Agreement is incorporated by this reference. Engineer is authorized to begin performance upon its receipt of a copy of this Task Order signed by Owner.

The Effective Date of this Task Order is **July 1, 2026**.

OWNER: **City of Fargo**

ENGINEER: **Houston Engineering, Inc.**

By: _____

Name: Troy Hall

Title: Water Utility Director

Date Signed: _____

Address for giving notices:

City of Fargo

225 4th Street North

Fargo, ND 58102

DESIGNATED REPRESENTATIVE
(Paragraph 8.03.A):

Troy Hall

Title: Water Utility Director

Phone Number: 701-241-1469

Facsimile Number: _____

E-Mail
Address: thall@fargond.gov

DESIGNATED REPRESENTATIVE
(Paragraph 8.03.A):

By: 

Name: Jerry Bents, PE

Title: Vice President

Engineer License or Firm's
Certificate No. 015C

State of: North Dakota

Date Signed: 7/2/2026

Address for giving notices:

Houston Engineering, Inc.

1401 21st Avenue North

Fargo, ND 58102

DESIGNATED REPRESENTATIVE
(Paragraph 8.03.A):

Randy Engelstad

Title: Client Manager

Phone Number: 701-237-5065

Facsimile Number: _____

E-Mail
Address: rengelstad@houstoneng.com

Task Order Form

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Dan Korf _____

Title: Project Manager

Phone Number: 701-237-5065

Facsimile Number: _____

E-Mail
Address: dkorf@houstoneng.com

Task Order Form

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Engineer's Services for Task Order

PART 1—BASIC SERVICES

A1.01 *Construction Phase Services*

A. As Basic Services, Engineer shall:

1. Perform three primary task phases in conjunction with the Owner: Project Administration, Construction Observation, and Project Closeout.
 - a. Project Administration will include:
 - 1) Identify potential solution(s) to meet Owner's Specific Project requirements, as needed.
 - 2) Identify and follow any State and Federal requirements based on funding sources – (SRF, AIS, BIL, Etc..)
 - 3) Budgeting regarding this task order, invoice reporting, internal meetings (12 one-half hour update meetings assumed), facilitate and attend two **(2) preconstruction meetings** with the Contractor, and provide project updates to the Owner (four preconstruction meetings have already occurred).
 - b. Construction Observation will include:
 - 1) Assume four **(4) months of construction** based on the Project schedules.
 - 2) Construction observations with **310 homes** in the lead replacement program. We are assuming that Houston Engineering will check in with Contractors for a maximum of two hours per home, plus additional coordination.
 - 3) Assist with change orders, shop drawing submittal items, and pay requests.
 - 4) Meeting with Landowners as required. The number of landowner meetings is unknown, but it is assumed that Houston Engineering will need to meet with **50 landowners**, if conflicts arise or if the landowner desires to meet regarding the project.
 - c. Project Closeout will include:
 - 1) Assist the Owner to close out the construction contracts, finalize the project with landowners, and finalize the project with the Contractors.
 - 2) Task Order closeout.
2. These services shall apply to the following phases:

- a. **Construction services for 2026-05.**
 - b. **Construction services for 2026-06.**
 - c. **Construction services for 2026-07.**
 - d. **Construction services for 2026-08.**
 - e. **Construction services for 2026-09.**
 - f. **Construction services for 2026-10.**
- B. Engineer's services under the Construction Phase will be considered complete on the date when Engineer has delivered to Owner the final closeout documentation.

A1.02 *Not Used*

PART 2—ADDITIONAL SERVICES – Not used. Any additional services will be by separate Task Order.

Owner's Responsibilities

Article 2 of the Agreement is amended and supplemented to include the following responsibilities unless expressly stated otherwise in a Task Order.

B2.01 Specific Responsibilities

A. Owner shall:

1. Give instructions to Engineer regarding Owner's roles in construction services, Owner's construction contract practices and requirements, insurance and bonding requirements, electronic transmittals during construction, arrange for safe access to and make all provisions for Engineer to enter upon public and private property as required for Engineer to perform services under the Agreement.
2. Recognizing and acknowledging that Engineer's services and expertise do not include the following services, provide, as required for the Project:
 - a. Accounting, bond and financial advisory (including, if applicable, "municipal advisor" services as described in Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) and the municipal advisor registration rules issued by the Securities and Exchange Commission), independent cost estimating, and insurance counseling services.
 - b. Legal services with regard to issues pertaining to the Project as Owner requires, Contractor raises, or Engineer reasonably requests.
 - c. Such auditing services as Owner requires to ascertain how or for what purpose Contractor has used the money paid.
3. Provide the services of an independent testing laboratory to perform all inspections, tests, and approvals of samples, materials, and equipment required by the Construction Contract Documents (other than those required to be furnished or arranged by Contractor), or to evaluate the performance of materials, equipment, and facilities of Owner, prior to their incorporation into the Work with appropriate professional interpretation thereof. Provide Engineer with the findings and reports generated by testing laboratories, including findings and reports obtained from or through Contractor.
4. Provide reviews, approvals, and permits from all governmental authorities having jurisdiction to approve all phases of the Project designed or specified by Engineer and such reviews, approvals, and consents from others as may be necessary for completion of each phase of the Project.
5. Advise Engineer of the identity and scope of services of any independent consultants employed by Owner to perform or furnish services in regard to the Project, including, but not limited to, cost estimating, project peer review, value engineering, and constructability review.

Exhibit B— Owner's Responsibilities

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6. If Owner designates a construction manager or an individual or entity other than, or in addition to, Engineer to represent Owner at the Site, define and set forth as an attachment to this Exhibit B the duties, responsibilities, and limitations of authority of such other party and the relation thereof to the duties, responsibilities, and authority of Engineer.
7. If more than one prime contract is to be awarded for the Work designed or specified by Engineer, other work is to be performed at or adjacent to the Site by others or by employees of Owner, or if Owner arranges to have work performed at the Site by utility owners, then Owner shall coordinate such work unless Owner designates an individual or entity to have authority and responsibility for coordinating the activities among the various prime Contractors and others performing work. In such case Owner shall define and set forth the duties, responsibilities, and limitations of authority of such individual or entity and the relation thereof to the duties, responsibilities, and authority of Engineer as an attachment to this Exhibit B that is to be mutually agreed upon and made a part of this Agreement before such services begin.
8. Inform Engineer in writing of any specific requirements of safety or security programs that are applicable to Engineer, as a visitor to the Site.
9. Examine all alternative solutions, studies, reports, sketches, Drawings, Specifications, proposals, and other documents presented by Engineer (including obtaining advice of an attorney, risk manager, insurance counselor, financial/municipal advisor, and other advisors or consultants as Owner deems appropriate) and render in writing timely decisions pertaining thereto.
10. Inform Engineer regarding any need for assistance in evaluating the possible use of Project Strategies, Technologies, and Techniques, as defined in Exhibit A.
11. Advise Engineer as to whether Engineer's assistance is requested in identifying opportunities for enhancing the sustainability of the Project.
12. Furnish to Engineer data as to Owner's anticipated costs for services to be provided by others (including, but not limited to, accounting, bond and financial, independent cost estimating, insurance counseling, and legal advice) for Owner so that Engineer may assist Owner in collating the various cost categories which comprise Total Project Costs.
13. Attend and participate in the pre-bid conference, bid opening, pre-construction conferences, construction progress and other job related meetings, and Site visits to determine Substantial Completion and readiness of the completed Work for final payment.
14. Authorize Engineer to provide Additional Services as set forth in Part 2 of Exhibit A of the Agreement, as required.
15. Perform or provide the following: **None Listed.**

Exhibit B— Owner's Responsibilities

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Payments to Engineer for Services and Reimbursable Expenses

Article 2 of the Agreement is amended and supplemented to include the following agreement of the parties:

ARTICLE 2 – OWNER'S RESPONSIBILITIES

C2.01 *Basis of Compensation*

A. The following basis of compensation is used for this Task Order:

1. Standard Hourly Rates (plus any expenses expressly eligible for reimbursement)

C2.02 *Explanation of Compensation Methods*

A. *Standard Hourly Rates*

1. For the specified category of services, the Owner shall pay Engineer an amount equal to the cumulative hours charged to the Specific Project by each class of Engineer's employees times Standard Hourly Rates for each applicable billing class. Under this method, Engineer shall also be entitled to reimbursement from Owner for the expenses identified in Paragraph C2.03 below, and Appendix 1.
2. Standard Hourly Rates include salaries and wages paid to personnel in each billing class plus the cost of customary and statutory benefits, general and administrative overhead, non-project operating costs, and operating margin or profit.
3. Engineer's Reimbursable Expenses Schedule and Standard Hourly Rates are attached to this Exhibit as Appendices 1 and 2.
4. The total estimated compensation for the specified category of services shall be stated in the Task Order. This total estimated compensation will incorporate all labor at Standard Hourly Rates, and reimbursable expenses (including Consultants' charges, if any).
5. The amounts billed will be based on the cumulative hours charged to the specified category of services on the Specific Project during the billing period by each class of Engineer's employees times Standard Hourly Rates for each applicable billing class, plus reimbursable expenses (including Consultant's charges, if any).
6. The Standard Hourly Rates and Reimbursable Expenses Schedule shall be adjusted annually (as of January 1) to reflect equitable changes in the compensation payable to Engineer.

C2.03 *Reimbursable Expenses*

A. Under the Lump Sum method basis of compensation to Engineer, unless expressly indicated otherwise the Lump Sum amount **includes** the following categories of expenses: transportation (including mileage),

lodging, and subsistence incidental thereto; providing and maintaining field office facilities including furnishings and utilities; toll telephone calls, mobile phone services, and courier charges; reproduction of reports, Drawings, Specifications, bidding-related or other procurement documents, Construction Contract Documents, and similar Specific Project-related items; and Consultant charges. These expenses are not reimbursable under the Lump Sum method, unless expressly indicated otherwise in C2.02.A.3 above.

- B. The amounts payable to Engineer for reimbursable expenses will be the Project-specific internal expenses actually incurred or allocated by Engineer, plus all invoiced external reimbursable expenses allocable to the Specific Project, the latter multiplied by a factor of **1.0**.
- C. Whenever Engineer is entitled to compensation for the charges of its Consultants, those charges shall be the amount billed by such Consultants to Engineer times a factor of **1.10**.
- D. The external reimbursable expenses and Consultants' factors include Engineer's overhead and profit associated with Engineer's responsibility for the administration of such services and costs.

C2.04 Serving as a Witness

- A. For services performed by Engineer's employees as witnesses giving testimony in any litigation, arbitration or other legal or administrative proceeding under Paragraph A2.01.A.20, at the "Senior Consultant" rate that is closest to and at least **1.25** times the witness's standard hourly rate. Compensation for Consultants for such services will be by reimbursement of Consultants' reasonable charges to Engineer for such services.

C2.05 Other Provisions Concerning Payment

- A. *Extended Contract Times:* Should the Contract Times to complete the Work be extended beyond the period stated in the Task Order, payment for Engineer's services shall be continued based on the Standard Hourly Rates Method of Payment.
- B. *Estimated Compensation Amounts*
 - 1. Engineer's estimate of the amounts that will become payable for services are only estimates for planning purposes, are not binding on the parties, and are not the minimum or maximum amounts payable to Engineer under the Agreement.
 - 2. When estimated compensation amounts have been stated in a Task Order and it subsequently becomes apparent to Engineer that a compensation amount thus estimated will be exceeded, Engineer shall give Owner written notice thereof. Promptly thereafter Owner and Engineer shall review the matter of services remaining to be performed and compensation for such services. Owner shall either agree to such compensation exceeding said estimated amount or Owner and Engineer shall agree to a reduction in the remaining services to be rendered by Engineer so that total compensation for such services will not exceed said estimated amount when such services are completed. If Engineer exceeds the estimated amount before Owner and Engineer have agreed to an increase in the compensation due Engineer or a reduction in the remaining services, the Engineer shall give written notice thereof to Owner and shall be paid for all services rendered thereafter.

Estimated Number of Services:	310
-------------------------------	-----

[illegible]

Application For Property Tax Incentives For New or Expanding Businesses

N.D.C.C. Chapter 40-57.1

Project Operator's Application To City of Fargo
City or County

File with the City Auditor for a project located within a city; County Auditor for locations outside of city limits.

A representative of each affected school district and township is included as a non-voting member in the negotiations and deliberation of this application.

This application is a public record

Identification Of Project Operator

1. Name of project operator of new or expanding business Valley Process Technologies, LLC
2. Address of project 342 42nd St. South
City Fargo County Cass
3. Mailing address of project operator 2483 9th St N.
City Wahpeton State ND Zip 58075
4. Type of ownership of project
☒ Partnership ☐ Subchapter S corporation ☐ Individual proprietorship
☐ Corporation ☐ Cooperative ☒ Limited liability company
5. Federal Identification No. or Social Security No. 88-4353562
6. North Dakota Sales and Use Tax Permit No. 377514 00
7. If a corporation, specify the state and date of incorporation _____
8. Name and title of individual to contact Mike Thummel
Mailing address 241 12th Ave N
City, State, Zip Casselton, ND, 58012 Phone No. 701-404-0941

Project Operator's Application For Tax Incentives

9. Indicate the tax incentives applied for and terms. Be specific.

☒ Property Tax Exemption	☐ Payments In Lieu of Taxes
<u>5</u> Number of years	<u> </u> Beginning year <u> </u> Ending year
<u>100</u> Percent of exemption	<u> </u> Amount of annual payments (attach schedule if payments will vary)
10. Which of the following would better describe the project for which this application is being made:
☒ New business project ☐ Expansion of a existing business project

Description of Project Property

11. Legal description of project real property

Lot: 8 Block: 4 WEST PARK 2ND S 293.57' OF LOT 8 BLK 4 **12-16-96 SPL FR 01-4012-00421-000

12. Will the project property be owned or leased by the project operator? ☒ Owned ☐ Leased

If the answer to 12 is leased, will the benefit of any incentive granted accrue to the project operator?

☐ Yes ☐ No

If the property will be leased, attach a copy of the lease or other agreement establishing the project operator's benefits.

13. Will the project be located in a new structure or an existing facility? ☐ New construction ☒ Existing facility

If existing facility, when was it constructed? 1996

If new construction, complete the following:

a. Estimated date of commencement of construction of the project covered by this application _____

b. Description of project to be constructed including size, type and quality of construction

c. Projected number of construction employees during the project construction _____

14. Approximate date of commencement of this project's operations 10/1/2026

15. Estimated market value of the property used for this project:

a. Land \$ 441,000

b. Existing buildings and structures for which an exemption is claimed..... \$ 3,841,000

c. Newly constructed buildings and structures when completed \$ _____

d. Total \$ 4,282,000

e. Machinery and equipment \$ 2,500,000

16. Estimate taxable valuation of the property eligible for exemption by multiplying the market values by 5 percent:

a. Land (not eligible) 

b. Eligible existing buildings and structures \$ _____

c. Newly constructed buildings and structures when completed \$ 192,050

d. Total taxable valuation of property eligible for exemption (Add lines b and c) \$ 192,050

e. Enter the consolidated mill rate for the appropriate taxing district 289.98

f. Annual amount of the tax exemption (Line d multiplied by line e) \$ 55,690.66

Description of Project Business

Note: "project" means a newly established business or the expansion portion of an existing business. Do not include any established part of an existing business.

17. Type of business to be engaged in: ☒ Ag processing ☒ Manufacturing ☐ Retailing
☐ Wholesaling ☐ Warehousing ☐ Services

18. Describe in detail the activities to be engaged in by the project operator, including a description of any products to be manufactured, produced, assembled or stored (attach additional sheets if necessary).

This facility will be using in the Research & Development and production of value added Ag and Food Processing biotech products that include but not limited to Biologics, Antimicrobials, Yeast, and Enzymes.

19. Indicate the type of machinery and equipment that will be installed
Lab Analytical equipment, Bio-Reactors, Stainless Steel Storage tanks, Food grade production equipment and packaging,

20. For the project only, indicate the projected annual revenue, expense, and net income (before tax) from either the new business or the expansion itself for each year of the requested exemption.

	New/Expansion Project only Year 1	New/Expansion Project only Year 2	New/Expansion Project only Year 3	New/Expansion Project only Year 4	New/Expansion Project only Year 5
Year (12 mo. periods)					
Annual revenue	<u>2000000</u>	<u>4500000</u>	<u>8000000</u>	<u>15000000</u>	<u>25000000</u>
Annual expense	<u>3000000</u>	<u>4000000</u>	<u>7000000</u>	<u>11000000</u>	<u>18000000</u>
Net income	<u>-1000000</u>	<u>500000</u>	<u>1000000</u>	<u>4000000</u>	<u>7000000</u>

21. Projected annual average number of persons to be employed by the project itself at the project location for each year for the first five years and the estimated annual payroll.

	Company-wide (before project)	New/ Expansion Project only Year 1	New/ Expansion Project only Year 2	New/ Expansion Project only Year 3	New/ Expansion Project only Year 4	New/ Expansion Project only Year 5
Year						
No. of Employees	(1) <u>12</u>	<u>22</u>	<u>37</u>	<u>51</u>	<u>62</u>	<u>74</u>
	(2) <u>2</u>	<u>4</u>	<u>4</u>	<u>4</u>	<u>4</u>	<u>4</u>
Estimated payroll	(1) <u>1300000</u>	<u>1700000</u>	<u>3200000</u>	<u>4800000</u>	<u>6000000</u>	<u>7400000</u>
	(2) <u>27000</u>	<u>54000</u>	<u>54000</u>	<u>54000</u>	<u>54000</u>	<u>54000</u>

(1) - full time
(2) - part time

Previous Business Activity

22. Is the project operator succeeding someone else in this or a similar business? ☐ Yes ☒ No
23. Has the project operator conducted this business at this or any other location either in or outside of the state?
☒ Yes ☐ No
24. Has the project operator or any officers of the project received any prior property tax incentives? ☐ Yes ☒ No
If the answer to 22, 23, or 24 is yes, give details including locations, dates, and name of former business (attach additional sheets if necessary).

Business Competition

25. Is any similar business being conducted by other operators in the municipality? ☐ Yes ☒ No
If YES, give name and location of competing business or businesses

Property Tax Liability Disclosure Statement

26. Does the project operator own real property in North Dakota which has delinquent property tax levied against it? ☐ Yes ☒ No
27. Does the project operator own a greater than 50% interest in a business that has delinquent property tax levied against any of its North Dakota real property? ☐ Yes ☒ No
If the answer to 26 or 27 is Yes, list and explain

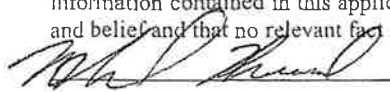
Use Only When Reapplying

28. The project operator is reapplying for property tax incentives for the following reason(s):
- ☐ To present additional facts or circumstances which were not presented at the time of the original application
 - ☐ To request continuation of the present property tax incentives because the project has:
 - ☐ moved to a new location
 - ☐ had a change in project operation or additional capital investment of more than twenty percent
 - ☐ had a change in project operators
 - ☐ To request an additional annual exemption for the year of _____ on structures owned by a governmental entity and leased to the project operator. (See N.D.C.C. § 40-57.1-04.1)

Notice to Competitors of Hearing

Prior to the hearing, the applicant must present to the governing body of the county or city a copy of the affidavit of publication giving notice to competitors unless the municipality has otherwise determined there are no competitors.

I, Mike Thummel, do hereby certify that the answers to the above questions and all of the information contained in this application, including attachments hereto, are true and correct to the best of my knowledge and belief and that no relevant fact pertaining to the ownership or operation of the project has been omitted.


Signature

Chief Executive Officer

Title

5/29/26

Date

PRIVACY ACT NOTIFICATION

In compliance with the Privacy Act of 1974, disclosure of a social security number or Federal Employer Identification Number (FEIN) on this form is required under N.D.C.C. §§ 40-57.1-03, 40-57.1-07, and 57-01-15, and will be used for tax reporting, identification, and administration of North Dakota tax laws. Disclosure is mandatory. Failure to provide the social security number or FEIN may delay or prevent the processing of this form.

Certification of Governing Body (To be completed by the Auditor of the City or County)

The municipality shall, after granting any property tax incentives, certify the findings to the State Tax Commissioner and Director of Tax Equalization by submitting a copy of the project operator's application with the attachments. The governing body, on the _____ day of _____, 20____, granted the following:

☐ **Property Tax Exemption**

_____ Number of years

_____ Percent of exemption

☐ **Payments in lieu of taxes**

_____ Beginning year _____ Ending year

_____ Amount of annual payments (Attach schedule if payments will vary)

Auditor

Notice To Competitors Of Hearing On Application For Property Tax Incentives

Notice is hereby given that the _____
(City or county governing body)

of _____, North Dakota, will meet at _____
(City or county) (Time)

on _____ at _____ to consider the application of
(Date) (Location)

(Project operator name and address)

for property tax relief on the project which the applicant will use in the operation of

(Type of business)

at _____
(Address)

(Legal description)

Any competitor of that applicant may appear and be heard by the _____
(City or county governing body)

at the time and place designated herein. A competitor may provide written comments to the governing
body before the scheduled hearing.

This notice is given by the above-named applicant pursuant to the provisions of North Dakota Century
Code § 40-57.1-03



STATE TAX COMMISSIONER GUIDELINE - PROPERTY TAX: INCENTIVES FOR NEW OR EXPANDING BUSINESSES

DECEMBER 2017

North Dakota Century Code ch. 40-57.1 provides incentives in the form of property tax exemptions, payments in lieu of taxes, or a combination of both to a qualifying business. The incentives are granted at the discretion of the city or county in which the property is located.

Before a municipality may grant a property tax exemption under N.D.C.C. § 40-57.1-03, the project must be certified as a primary sector business by the Commerce Department.

A city or county with fewer than 40,000 population may grant an exemption to a project operating in the retail sector if the governing body has obtained approval from a majority of the qualified electors voting on the question at a city or county election held in conjunction with a statewide general election and if that governing body has established by resolution or ordinance the criteria that will be applied by the governing body to determine whether it is appropriate to grant an exemption for a project operating in the retail sector. Minimum criteria are specified in N.D.C.C. § 40-57.1-03(1). A city or county may not supersede or expand the provisions of this section under home rule authority.

- * Before a city grants a property tax incentive on a parcel that is anticipated to receive a property tax incentive for more than five years, the governing body of the city is required to send a letter, by certified mail, to the chairman of each county commission and the president of each school district affected by the tax incentive. The letter must provide terms of the proposed property tax incentive.
- * Within 30 days of receipt of the notice, each affected county and school district must notify the city, in writing, whether it elects to participate in granting the tax incentive on the county or school district portion of the property tax. If no letter is received, the city must treat each county or school district as participating in the property tax incentive.

DEFINITIONS

1. Commencement of construction means the building or erecting of any improvements other than site preparation or excavation.
2. Commencement of project operation means "the date the plant actually goes into its planned operations. To use the example..., if a manufacturing plant actually begins manufacturing of its products in December, 1970, that would be the date of commencement of project operations. The Act does not purport to authorize granting of tax exemptions for the time of construction of plants." 1969 N.D. Op. Att'y Gen. 415.
3. Local Development Corporation means a profit or nonprofit corporation incorporated in this state for the purpose of furthering the economic development of a specified community or area.

4. Municipality means a city or a county.
5. Primary sector means a business that adds value to a product, process, or service that results in the creation of new wealth. New wealth means revenues to a North Dakota business generated by sales of products or services to customers outside North Dakota, or revenues to a North Dakota business from sales in North Dakota, if the product or service was previously unavailable or of limited availability.
6. Project means any new revenue-producing business or an expansion to an existing business.
7. Project operator means the individual, partnership, limited liability company (LLC), corporation, or association that owns or operates the project.
8. Statewide general election, as provided in N.D.C.C. § 16.1-13-01, means the general election held on the first Tuesday after the first Monday in November of each even-numbered year.
9. Structure means any property where a business is conducted. The structure might be an entire building, if occupied by one business, or individual quarters within a larger building.

WHAT QUALIFIES

10. New and existing buildings, structures, and improvements owned or leased by a qualifying project may receive property tax incentives.
11. New buildings, structures, and improvements constructed and owned by a local development corporation may receive a partial or complete exemption from ad valorem taxation while unoccupied. Once occupied, the exemption continues until the next assessment date following the first occupancy. A qualifying project that locates in a building owned by a local development corporation qualifies for the property tax incentives, provided application is made and granted prior to occupancy.

ALLOWABLE INCENTIVES

12. A qualifying project may receive a complete or partial exemption from ad valorem taxation on structures used in or necessary to the operation of a project for up to five years following the commencement of project operations.
13. The exemption period begins with the assessment date immediately following the date of commencement of project operations.
14. Projects that produce or manufacture a product from agricultural commodities may receive a complete or partial property tax exemption on structures for up to ten years.
15. A project located in a structure leased from a governmental entity and which received a five-year property tax exemption qualifies for additional exemptions for up to five years. For the additional exemptions, the municipality grants the exemption one year at a time upon annual application.
16. Payments in lieu of taxes may be used in place of, or in combination with, property tax exemptions for qualifying projects. The municipality and project operator negotiate the amount of annual payments, when the payments begin, and the ending date, which may be no later than twenty years from the date project operations began.

17. Payments in lieu of taxes are apportioned in the same manner as the general real estate taxes unless a taxing district enters into a written agreement for an alternate method. Any agreement entered into between the municipality and other taxing districts for an alternate method of apportioning the payments in lieu of taxes may not affect the apportionment to any taxing district that is not a party to the agreement.
18. The tax incentives are valid as long as the property is used for the purposes stated in the application. If there is a change in use or project operator, a new application for the incentives must be filed with and approved by the municipality to receive the remainder of the incentives.

LIMITATIONS

19. A project is not eligible for the property tax incentives if the project received a tax exemption under tax increment financing.
20. The tax exemption and the payments in lieu of taxes are limited to the new or existing buildings or structures used in the qualifying project.
21. Tax incentives may not be granted for land.
22. Payments in lieu of taxes are not eligible for the 5% discount for early payment.

PROCEDURES

23. The project operator applies to the governing body of the municipality where the potential project is to be located. If the project will be within city limits, the project operator applies to the city governing body. If the project is outside city limits, application is made to the county commission.
24. The municipality forwards the application to the Department of Commerce, Division of Economic Development and Finance, P.O. Box 2057, Bismarck, ND 58502-2057, for its review and recommendation as to the eligibility of the project as a primary sector business.
25. Application for the property tax exemption must be made *and* granted prior to the commencement of construction if the project locates in a new structure. If the project locates in an existing structure, application must be made *and* granted before the structure is occupied.

For qualifying projects, applications for payments in lieu of property taxes may be made after construction or occupancy of the structure.

A representative appointed by the board of each affected school district and of each affected township is included as a non-voting member during the negotiation and deliberation of granting tax incentives.

26. The project operator publishes two notices to competitors of hearing on the application. The notices are published in the official newspaper of the city or county at least one week apart. The last notice must be published at least 15 days, but not more than 30 days, before the city or county considers the application. For example, notices published one week apart on May 1 and May 8 would be appropriate for a hearing scheduled any time between May 23 and June 7. An affidavit of publication is presented to the governing body prior to the hearing as proof of publication. Publication of notices is not required if the municipality determines that project competitors do not exist in the municipality.
27. The city or county holds a public hearing on the application and takes testimony both in favor of and in opposition to the granting of the tax incentives.

28. After the public hearing, the governing body determines the best interests of the municipality and approves or denies, in whole or in part, the application for tax incentives.
29. The municipality certifies the tax incentives granted by submitting a copy of the project operator's application with the attachments to the State Tax Commissioner and county director of tax equalization. The county director of tax equalization advises the local assessor when the property is taxable or exempt.
30. Political subdivision grantors shall maintain records of business incentives provided to recipients. They shall prepare an annual political subdivision grantor report to the Department of Commerce before April 1 each year that includes:
 - The name of the business receiving business incentives during that year;
 - The number of jobs expected to be created or retained by each business as a result of the business incentives;
 - The average compensation expected to be provided by the employer for the jobs expected to be created or retained as a result of the business incentives, including identification of the average benefits and average earnings to be provided by the employer for these jobs; and
 - The total dollar value of all business incentives provided by the political subdivision during that year.

ADDITIONAL CONDITIONS

North Dakota Century Code § 40-57.1-03 provides that the governing body of a municipality, before the beginning of a taxable year for which a property tax exemption or the option to make payments in lieu of taxes has previously been approved by the governing body, may revoke or reduce an exemption, or revoke or increase payments in lieu of taxes for that taxable year for reasons specified in a negotiated agreement or if the governing body finds that:

- a. Information provided by the project operator has proven to be inaccurate or untrue;
- b. Use of the property by the project operator does not comply with the reasonable expectations of the governing body at the time the property tax exemption or the option to make payments in lieu of taxes was approved;
- c. The property has been improved to a substantially greater extent than the governing body reasonably anticipated at the time the property tax exemption or the option to make payments in lieu of taxes was approved; or
- d. There has been a change of ownership of the property since the property tax exemption or the option to make payments in lieu of taxes was approved.

* Indicates significant change since last revised.



July 28, 2026

To: Board of City Commissioners

From: Angie Bear, City Clerk

Re: Liquor Compliance Violation – **Front Street Taproom**

It is alleged an employee at this licensed establishment served a person under the age of 21 an alcoholic beverage in violation of North Dakota Century Code and/or Fargo Municipal Code. An affidavit detailing the offense was timely sent to the City Attorney Ian McLean. Notice of the hearing was sent to the licensee as required under law.

Historically, alcohol compliance violations were first presented to the LCB (Liquor Control Board) for consideration before proceeding to the City Commission. However, last summer the state amended the North Dakota Century Code (NDCC § 5-02-10). As part of the amendments, there are new timelines and noticing requirements that requires the LCB be bypassed in some liquor compliance failures.

Recommended Motion

Find a liquor compliance violation occurred and impose a penalty as required under statute or ordinance with consideration of any required mitigating factors.

July 27, 2026

Front Street Taproom
614 Main Ave
Fargo, ND 58103

Re: Compliance Check Failure

Dear Licensee:

Notice is hereby provided that the City Auditor's office has determined a liquor license compliance violation exists under section 25-1509 of the Fargo Municipal Code, service to a minor. The City Commission will meet on August 3, 2026, at 5:00 p.m. in the City Commission Chambers of City Hall, 225 4th Street North, Fargo ND to consider the violation.

If the City Commission recommends revocation, suspension, sanctions or other penalties, the licensee may request a hearing before the Board of City Commissioner within ten (10) days of the Liquor Control Board recommendation.

As a liquor license holder, you are being provided this notice in conformance with Fargo Municipal Code 25-1513; as license holder you have the right to be present and heard at this meeting, server training compliance is not an automatic waiver of the penalty.

If you have any questions, feel free to call me at 701.241.1301.

Sincerely,



Angie Bear

City Clerk

North Dakota Century Code

Chapter 5-02

5-02-10. Hearing on alleged violations.

1. If a person has information that a licensed retailer of alcoholic beverages has violated any provision of this title, the person may file with the attorney general, city attorney, or state's attorney an affidavit specifically explaining the violation within fourteen days of the date of the alleged violation.
2. If a person timely files an affidavit under subsection 1, the city attorney or state's attorney shall set the matter for hearing not later than the next regular meeting of the local governing body or forward the affidavit to the attorney general.
3. If a person timely files an affidavit under subsection 1, the attorney general shall set the matter for hearing in the local county courthouse not less than ten days after copies of the affidavit and notice of hearing have been mailed to the licensee by registered mail.
4. If the hearing is held by the local governing body, a copy of the affidavit and notice of hearing must be mailed to the licensee by registered mail not less than five days before the hearing.
5. A hearing conducted under this section must be recorded by stenographic notes or the use of an electronic recording device.

July 22, 2026

Angie Bear
City Clerk/Deputy City Auditor
City of Fargo
225 4th Street N
Fargo, ND 58102

Dear Mrs. Bear:

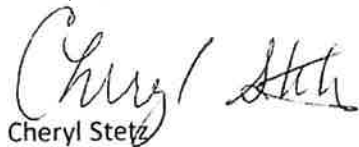
The Fargo Police Department, with the assistance of Fargo Cass Public Health, conducted alcohol service compliance checks on Tuesday July 21, 2026. The compliance check was conducted by following a nationally recognized and accepted process sponsored by the University of Minnesota's School of Public Health, Division of Epidemiology.

The following establishment **failed** this compliance check by having an employee serve alcohol to an underage person:

**Front Street Taproom
614 Main Ave
FARGO ND 58103**

This information is provided for your review. If you have any questions, please contact me at 701-241-1367.

Cordially,



Cheryl Stetz
Community Health Educator

Cc: Fargo Police Department
Front Street Taproom

City of Fargo,	
vs.	Affidavit/Declaration of Officer Shelby Layman
Front Street Tap Room – 614 Main Ave, Fargo, ND, 58102	

1. My name is Shelby Layman I am a Fargo Police Officer. I am over 18 years of age.
I am competent to make this declaration/affidavit.
2. In conjunction with the Fargo Cass Public Health, alcohol compliance checks were held on 07/21/2026
3. As part of the compliance checks, a person or persons under the age of 21, while under supervision of the Fargo Police, enters a liquor establishment and request alcohol.
4. At approximately 1800, I and persons under 21, SS, 19 and BD, 20, went to Front Street Tap Room located at 614 Main Ave. Front Street Tap Room has a license with the City of Fargo to sell alcohol and is subject to compliance checks. April Austin was the bartender. April correctly identified SS as under 21 years of age and did not serve her an alcoholic drink. BD ordered an alcoholic drink – Michelob Ultra beer. April served an alcoholic drink to BD. April was issued a citation for the offense.
5. I write this affidavit/declaration pursuant to North Dakota Century Code section 5-2-10.
6. I declare, under penalty of perjury, under the law of North Dakota, that the foregoing is true and correct.

7. Date: 7/21/26

8. Name (printed): S. Layman

9. Name (signed): 

10. Location signed (city and state):: Fargo, ND

25-1509. - Restrictions on sale, service or dispensing of alcoholic beverages.

- A. No licensee, his agent or employee, shall sell, serve or dispense any alcoholic beverage to a person under 21 years of age; and no licensee, his agent or employee, shall permit any person under 21 years of age to be furnished with any alcoholic beverage upon the licensed premises.
- B. No person under 21 years of age shall be permitted to enter any portion of licensed premises in which alcoholic beverages are sold, served or dispensed; nor shall anyone under the age of 21 years be employed in any portion of licensed premises in which alcoholic beverages are sold, served or dispensed, except as provided in subsections (C) and (D) of this section. For purposes of this section, a person is not 21 years of age until 8 a.m. on the person's twenty-first birthday.
- C. Any person under 21 years of age may enter and remain in a restaurant where alcoholic beverages are being sold if the restaurant is separated from the designated area in which alcoholic beverages are opened or mixed and if gross sales of food are at least equal to gross sales of alcoholic beverages which are consumed in the dining area. Any person who is employed by the restaurant as a food waiter, food waitress, busboy or busgirl, food server or other title engaged directly in the sale and delivery of food in the separate restaurant premises, may not engage in the sale, dispensing, delivery or consumption of alcoholic beverages; provided, that any person who is between 18 and 21 years of age may be employed by the restaurant to serve and collect money for alcoholic beverages, if the person is under the direct supervision of a person 21 or more years of age. All employees engaged in the stream of service as defined in section 25-1501 (31) are subject to mandatory server training as provided in section 25-1501(26), and unless specifically exempted herein, must be 21 years old to be so employed. A law enforcement officer, or person cooperating with and under the control of such law enforcement officer, under the age of 21 years may enter premises where alcoholic beverages are sold, dispensed, or consumed in the performance of an official duty. Any establishment where alcoholic beverages are sold may employ persons from 18 to 21 years of age to work in the capacity of musicians, disc jockey, or entertainer, or to perform duties directly related to working as a musician, disc jockey, or entertainer under the direct supervision of a person over 21 years of age. Any person under 21 years of age may enter and remain on the license premises if the person is an independent contractor or the independent contractor's employee engaged in contract work and is not engaged in selling, dispensing, delivering or consuming alcoholic beverages, or if the individual enters the premises for training, education, or research purposes under the supervision of an individual 21 or more years of age with prior notification of the local licensing authority. Any person

under 21 years of age may remain in the area of and event where beer, wine, or sparkling wine is sold in accordance with the conditions of an event permit issued pursuant to § 5-02-01.1, N.D.C.C., and the city comparable ordinance § 25-1506(H)(4).

D. At the discretion of the owner of the licensed premises, an individual under 21 years of age may be permitted to enter and remain in a restaurant where alcoholic beverages are being sold and in the area of the restaurant designated for the opening or mixing of alcoholic beverages if the individual:

1. Is accompanied by a parent or guardian;
2. Is not seated at or within three feet [0.91 meters] of the bar counter; and
3. Does not enter or remain in the designated area after ten p.m.

For purposes of this subsection, a restaurant shall be any establishment which serves prepared food and holds a restaurant license or permit pursuant to the provisions of Article 13-04 of the Fargo Municipal Code.

- E. No Class "B" or Class "D" licensee shall permit the opening or consumption of alcoholic beverages upon the licensed premises; provided, that a Class "B" licensee may permit the sampling of alcoholic beverages upon the licensed premises without charge to the consumer.
- F. No licensee, his agent or employee shall sell, serve, consume or permit to be sold, served or consumed on the licensed premises any alcoholic beverages during the hours of closure, and in no situation, between the hours of 2:00 a.m. and 8:00 a.m.; nor shall any licensee, his agent or employees sell, serve or permit to be sold, served or consumed on the licensed premises any alcoholic beverage on Christmas Day or after 6:00 p.m. on Christmas Eve. Additionally, there shall be no off-sale sales allowed after 2:00 a.m. on Thanksgiving Day or between the hours of 2:00 a.m. and 8:00 a.m. on Sundays. For purposes of this provision, any person having a glass or other opened container containing an alcoholic beverage in close proximity or otherwise available for consumption shall be deemed to be consuming an alcoholic beverage.
- G. All licensed premises shall be closed and locked not more than one-half hour after the termination of business hours as specified in subsection (F) of this section and no persons shall be permitted to remain on said premises thereafter except for the owner and his employees for normal cleaning and maintenance activities; provided, that a licensee may remain open for the purpose of providing food service and operate its entertainment business, provided, however, that the licensee must comply with all other terms of Article 25 and those of its State of North Dakota liquor license.
- H. No license to sell alcoholic beverages under the provisions of this article shall entitle the holder thereof to carry on such business at more than one location under any one license and each license shall contain a legal description of the place where the holder thereof operates

such business; provided, however, the foregoing provision shall not apply in the case where a licensee, in addition to his regular license, is granted a Class "E" license to engage in the sale of alcoholic beverages at the place designated in the Class "E" license. In addition, the provisions of this subsection shall not apply to any licensee serving alcoholic beverages at the city auditorium or the Fargodome, pursuant to the provisions of article 18-05 and article 34-01 of the Fargo Municipal Code; provided, however, that all other provisions of this article and all other ordinances of the city of Fargo, not inconsistent herewith, shall apply to any licensee serving alcoholic beverages at the city auditorium or the Fargodome.

- I. Licensee, its agent or employee shall not sell or serve, or permit to be sold or served on the licensed premises any food other than prepackaged, confectionery items such as peanuts, potato chips and similar items. This prohibition shall not apply to licensed establishments which hold a restaurant license or permit pursuant to the provisions of article 13-04 of the Fargo Municipal Code or food items prepared by an article 13-04 licensee for immediate personal consumption and not for resale. Further, licensee may participate in nonprofit public spirited events. A nonprofit public spirited event is one held by an organization not regularly engaged in the business of preparing or selling food who does so for the sale directly to the ultimate consumer at a farmer's market, bake sale, or similar enterprise.
- J. Any licensee holding a Class "AB", Class "ABH", Class "A", Class "C", Class "FA", Class "FA-RZ", Class "G", Class "H", Class "Y", Class "W", or Class "I" license, who also holds a restaurant license, limited restaurant license, or permit issued pursuant to the provisions of Article 13-04 of the Fargo Municipal Code, and who regularly serves food and beverages, may dispense alcoholic beverages in connection with food sales, on tables located on the public sidewalk adjacent to the licensed establishment; provided, that tables on the public sidewalk shall be in accordance with Article 18-03 of the Fargo Municipal Code.
- * K. Any person under 21 years of age may enter and remain in a licensed premises for a designated alcohol-free public event in any licensed premises or in a separate room within the licensed premises where the licensee has determined not to sell or permit consumption or possession of alcoholic beverages on that licensed premises or within the designated separate room within the licensed premises during a specified time period provided the licensee complies with the requirements of this subsection. For purposes of this subsection a public event is any event to which admission is open to the general public and may be gained with or without payment of a fee or an event which is advertised to the general public.
 - 1. The licensee shall give written notice of the intent to operate the premises or separate room within the premises as an alcohol-free area at least 72 hours in advance to the chief of police on a form to be prepared by the chief of police. The notice shall specify which portion of the licensed premises will be used for the alcohol free event or if a separate room within the premises will be used for the alcohol free event. If only a separate room

within the licensed premise will be used for the event, the room must have a point of entry and exit which does not permit those under the age of 21 to enter any portion of the licensed premises where alcoholic beverages are being sold, mixed or consumed. The notice shall define what security measures within the licensed premises or the separate room thereof will be taken to prevent the consumption of alcoholic beverages by persons during the alcohol-free event. The chief of police may, in his discretion, require such additional information from the licensee as is necessary to ensure compliance with this section.

2. Security personnel shall be on the premises in such numbers as to ensure the safety of patrons and to maintain order on the premises as follows:

99 or less - 2 security personnel

100 to 200 - 3 security personnel

201 to 300 - 4 security personnel

301 to 400 - 5 security personnel

401 to 500 - 6 security personnel

501 and over - appropriate number of security personnel as may be determined by the chief of police.

3. The licensee shall post conspicuously at all entrances to the alcohol-free event a notice stating the sale, possession or consumption of alcoholic beverages will not be permitted during the duration of the alcohol-free event and that no participant under the age of 21 is permitted into any area within the licensed premises where alcoholic beverages are sold, consumed, or possessed to include common areas such as hallways or restrooms.
4. During the alcohol-free event, the licensee shall remove from public view and secure all containers of alcoholic beverages as well as de-activate any device used to dispense alcohol in the alcohol free event.
5. The licensee shall have all patrons regardless of age removed from the alcohol free event following the completion of the alcohol-free event and not reopen the licensed premise or the separate room thereof for the sale, possession or consumption of alcohol until one hour after the completion of the alcohol-free event.
6. Smoking shall not be permitted at alcohol-free public events.

- * L. Any person under 21 years of age may enter and remain in a licensed premises or in a separate room within the licensed premises for a private event where the licensee has restricted access to invited guests provided that the licensee complies with the requirements

of this subsection. For purposes of this subsection a private event is an event which is not open to the general public to which access is granted to invited guests only, for which no admission fee is paid, and for which no advertising was conducted to the general public.

1. The licensee maintains the responsibility to comply with city ordinance 25-1509 (A) which prohibits selling, serving or dispensing any alcoholic beverage to a person under 21 years of age; or permitting any person under 21 years of age to be furnished with any alcoholic beverage upon the licensed premises.
 2. The room must have a point of entry and exit which does not permit those under the age of 21 to enter any portion of the licensed premises, not designated as the private event, where alcoholic beverages are being sold, mixed or consumed.
 3. The licensee shall post conspicuously at all entrances to the private event a notice stating the sale, possession or consumption of alcoholic beverages by those under the age of 21 will not be permitted and that no participant under the age of 21 is permitted into any area outside of the designated separate room within the licensed premises where alcoholic beverages are sold, consumed, or possessed to include common areas such as hallways or restrooms.
 4. Security personnel shall be on the premises in such numbers as to ensure the safety of patrons and to maintain order.
 5. The licensee shall have all patrons regardless of age removed from the private event following the completion of the private event and not reopen the separate room to the general public for the purpose of the sale, possession or consumption alcohol until one hour after the completion of the private event.
 6. Smoking shall not be permitted at a private event designated under this section.
 7. In addition to the foregoing restrictions and conditions, the licensee shall be governed by all applicable provisions of the Fargo Municipal Code.
- M. Any licensee holding a valid license under Article 25-15 of the Fargo Municipal Code and conducting business as a bowling alley may:
1. Allow the sale, service and consumption of alcoholic beverages in the bowling alley area and concourse adjacent to the bowling alley area during events sanctioned by the American Bowling Congress, Women's International Bowling Congress sanctioned events, or other nationally or regionally recognized bowling associations;
 2. At all other times, the licensee may allow alcoholic beverages to be consumed in the bowling alley area and concourse adjacent to the bowling alley area provided that the alcoholic beverages are purchased and dispensed within the licensed premises.

N.

Removal of wine from restaurant. If a full bottle of wine has been opened and the contents partially consumed, a retail alcoholic beverage licensee whose gross sales of food are at least thirty percent of the gross sales of alcoholic beverages that are consumed on the premises may permit an individual purchasing the bottle in conjunction with the purchase of a meal to remove the bottle on leaving the licensed premises if the licensee re-corks the bottle, seals the bottle with a seal that must be made conspicuously inoperative to reopen the bottle, and places a receipt of sale with the bottle. The removal of the bottle under these conditions is not an off sale of wine and is permitted without an additional license.

** The provisions of this section apply to the licensee's City of Fargo Alcohol License only and do not apply to or grant any exemption from the necessary state liquor license requirements or the provisions of the North Dakota Century Code.*

Source: 1965 Rev. Ord. 25-1509, 1869 (1978), 2090 (1983), 2099 (1983), 2160 (1984), 2162 (1984), 2217 (1985), 2241 (1986), 2264 (1986), 2344 (1987), 2447 (1989), 2509 (1989), 2517 (1990), 2583 (1991), 2584 (1991), 2597 (1991), 2603 (1992), 2645 (1993), 2760 (1995), 2822 (1997), 3015 (1999), 3084 (1999), 4401 (2004), 4476 (2005), 4528 (2006), 4535 (2006), 4565 (2006), 4618 (2007), 4619 (2007), 4626 (2007), 4659 (2008), 4718 (2009), 4973 (2015), 5002 (2015), 5061 (2016), 5085 (2017), 5113 (2017), 5135 (2018), 5311 (2021), 5440 (2024), 5469 (2025).

25-1513. - Revocation, suspension, sanctions or other penalties—Hearing Request.

Revocation, suspension, sanctions or other penalties may not be invoked without a public hearing if requested by the licensee. The city auditor's office shall notify the licensee that it has determined a license compliance violation exists, and shall further provide written notice by email and regular mail to the licensee of the Liquor Control Board's scheduled meeting date and time at which the violation will be considered. If the Liquor Control Board recommends revocation, suspension, sanctions or other penalties, the licensee may request a hearing before the board of city commissioners within ten (10) days of such Liquor Control Board recommendation. The board of city commissioners shall conduct a public hearing, including consideration of the evidence and testimony presented to the Liquor Control Board. The city auditor shall provide written notice to the licensee, specifying the date, time and place of the public hearing before the board of city commissioners, and such notice shall be served upon the licensee or its managing agent in the same manner as provided by law for the service of a summons in a civil action. No hearing shall be held before the board of city commissioners before expiration of fifteen (15) days after the date of the service of the notice upon the licensee.

If, upon such hearing, it appears to the majority of the board of city commissioners that sufficient cause exists for the revocation, suspension, sanctions or other penalty, the board of city commissioners shall issue its findings, conclusions and order which shall then be served on the licensee by certified mail. The findings, conclusions and order of the board of city commissioners is appealable pursuant to Chapter 28-34 of the North Dakota Century Code.

Source: Ord. 5292 (2021).

Editor's note— Ord. 5292, § 2, adopted April 5, 2021, enacted a new § 25-1513 and § 7 of said ordinance renumbered the prior § 25-1513 as § 25-1518. Historical notation has been retained for reference purposes.



July 28, 2026

To: Board of City Commissioners
From: Angie Bear, City Clerk
Re: Liquor Compliance Violation – **Pounds**

It is alleged an employee at this licensed establishment served a person under the age of 21 an alcoholic beverage in violation of North Dakota Century Code and/or Fargo Municipal Code. An affidavit detailing the offense was timely sent to the City Attorney Ian McLean. Notice of the hearing was sent to the licensee as required under law.

Historically, alcohol compliance violations were first presented to the LCB (Liquor Control Board) for consideration before proceeding to the City Commission. However, last summer the state amended the North Dakota Century Code (NDCC § 5-02-10). As part of the amendments, there are new timelines and noticing requirements that requires the LCB be bypassed in some liquor compliance failures.

Recommended Motion

Find a liquor compliance violation occurred and impose a penalty as required under statute or ordinance with consideration of any required mitigating factors.



AUDITOR'S OFFICE

AUDITOR'S OFFICE

Fargo City Hall
225 4th Street North
PO Box 2471

Fargo, ND 58108

Phone: 701.241.8108 | Fax: 701.241.8184

FargoND.gov

July 27, 2026

Pounds
6 Broadway N
Fargo, ND 58102

Re: Compliance Check Failure

Dear Licensee:

Notice is hereby provided that the City Auditor's office has determined a liquor license compliance violation exists under section 25-1509 of the Fargo Municipal Code, service to a minor. The City Commission will meet on August 3, 2026, at 5:00 p.m. in the City Commission Chambers of City Hall, 225 4th Street North, Fargo ND to consider the violation.

If the City Commission recommends revocation, suspension, sanctions or other penalties, the licensee may request a hearing before the Board of City Commissioner within ten (10) days of the Liquor Control Board recommendation.

As a liquor license holder, you are being provided this notice in conformance with Fargo Municipal Code 25-1513, as license holder you have the right to be present and heard at this meeting, server training compliance is not an automatic waiver of the penalty.

If you have any questions, feel free to call me at 701.241.1301.

Sincerely,

Angie Bear

City Clerk

July 22, 2026

Angie Bear
City Clerk/Deputy City Auditor
City of Fargo
225 4th Street N
Fargo, ND 58102

Dear Mrs. Bear:

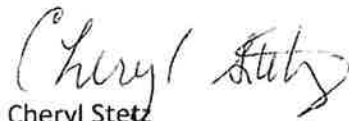
The Fargo Police Department, with the assistance of Fargo Cass Public Health, conducted alcohol service compliance checks on Tuesday July 21, 2026. The compliance check was conducted by following a nationally recognized and accepted process sponsored by the University of Minnesota's School of Public Health, Division of Epidemiology.

The following establishment **failed** this compliance check by having an employee serve alcohol to an underage person:

Pounds
6 Broadway Dr N
FARGO ND 58102

This information is provided for your review. If you have any questions, please contact me at 701-241-1367.

Cordially,



Cheryl Stetz
Community Health Educator

Cc: Fargo Police Department
Pounds

City of Fargo,	Affidavit/Declaration of Officer Shelby Layman
vs.	
Pounds – 6 Broadway, Fargo, ND, 58102	

1. My name is Shelby Layman I am a Fargo Police Officer. I am over 18 years of age. I am competent to make this declaration/affidavit.

2. In conjunction with the Fargo Cass Public Health, alcohol compliance checks were held on 07/21/2026

3. As part of the compliance checks, a person or persons under the age of 21, while under supervision of the Fargo Police, enters a liquor establishment and request alcohol.

4. At approximately 1830, I and persons under 21, SS, 19 and BD, 20, went to Pounds located at 6 Broadway. Pounds has a license with the City of Fargo to sell alcohol and is subject to compliance checks. Adele Kennison was the bartender. BD and SS both ordered alcoholic drinks – Kona Big Wave beer and Coors Light Beer. Adele served both alcoholic drink to BD and SS. Adele was issued a citation for the offense.

5. I write this affidavit/declaration pursuant to North Dakota Century Code section 5-2-10.

6. I declare, under penalty of perjury, under the law of North Dakota, that the foregoing is true and correct.

7. Date: 7/21/26
8. Name (printed): S. Layman
9. Name (signed): [Signature]
10. Location signed (city and state):: Fargo, ND

North Dakota Century Code

Chapter 5-02

5-02-10. Hearing on alleged violations.

1. If a person has information that a licensed retailer of alcoholic beverages has violated any provision of this title, the person may file with the attorney general, city attorney, or state's attorney an affidavit specifically explaining the violation within fourteen days of the date of the alleged violation.
2. If a person timely files an affidavit under subsection 1, the city attorney or state's attorney shall set the matter for hearing not later than the next regular meeting of the local governing body or forward the affidavit to the attorney general.
3. If a person timely files an affidavit under subsection 1, the attorney general shall set the matter for hearing in the local county courthouse not less than ten days after copies of the affidavit and notice of hearing have been mailed to the licensee by registered mail.
4. If the hearing is held by the local governing body, a copy of the affidavit and notice of hearing must be mailed to the licensee by registered mail not less than five days before the hearing.
5. A hearing conducted under this section must be recorded by stenographic notes or the use of an electronic recording device.

25-1509. - Restrictions on sale, service or dispensing of alcoholic beverages.

- A. No licensee, his agent or employee, shall sell, serve or dispense any alcoholic beverage to a person under 21 years of age; and no licensee, his agent or employee, shall permit any person under 21 years of age to be furnished with any alcoholic beverage upon the licensed premises.
- B. No person under 21 years of age shall be permitted to enter any portion of licensed premises in which alcoholic beverages are sold, served or dispensed; nor shall anyone under the age of 21 years be employed in any portion of licensed premises in which alcoholic beverages are sold, served or dispensed, except as provided in subsections (C) and (D) of this section. For purposes of this section, a person is not 21 years of age until 8 a.m. on the person's twenty-first birthday.
- C. Any person under 21 years of age may enter and remain in a restaurant where alcoholic beverages are being sold if the restaurant is separated from the designated area in which alcoholic beverages are opened or mixed and if gross sales of food are at least equal to gross sales of alcoholic beverages which are consumed in the dining area. Any person who is employed by the restaurant as a food waiter, food waitress, busboy or busgirl, food server or other title engaged directly in the sale and delivery of food in the separate restaurant premises, may not engage in the sale, dispensing, delivery or consumption of alcoholic beverages; provided, that any person who is between 18 and 21 years of age may be employed by the restaurant to serve and collect money for alcoholic beverages, if the person is under the direct supervision of a person 21 or more years of age. All employees engaged in the stream of service as defined in section 25-1501 (31) are subject to mandatory server training as provided in section 25-1501(26), and unless specifically exempted herein, must be 21 years old to be so employed. A law enforcement officer, or person cooperating with and under the control of such law enforcement officer, under the age of 21 years may enter premises where alcoholic beverages are sold, dispensed, or consumed in the performance of an official duty. Any establishment where alcoholic beverages are sold may employ persons from 18 to 21 years of age to work in the capacity of musicians, disc jockey, or entertainer, or to perform duties directly related to working as a musician, disc jockey, or entertainer under the direct supervision of a person over 21 years of age. Any person under 21 years of age may enter and remain on the license premises if the person is an independent contractor or the independent contractor's employee engaged in contract work and is not engaged in selling, dispensing, delivering or consuming alcoholic beverages, or if the individual enters the premises for training, education, or research purposes under the supervision of an individual 21 or more years of age with prior notification of the local licensing authority. Any person

under 21 years of age may remain in the area of and event where beer, wine, or sparkling wine is sold in accordance with the conditions of an event permit issued pursuant to § 5-02-01.1, N.D.C.C., and the city comparable ordinance § 25-1506(H)(4).

D. At the discretion of the owner of the licensed premises, an individual under 21 years of age may be permitted to enter and remain in a restaurant where alcoholic beverages are being sold and in the area of the restaurant designated for the opening or mixing of alcoholic beverages if the individual:

1. Is accompanied by a parent or guardian;
2. Is not seated at or within three feet [0.91 meters] of the bar counter; and
3. Does not enter or remain in the designated area after ten p.m.

For purposes of this subsection, a restaurant shall be any establishment which serves prepared food and holds a restaurant license or permit pursuant to the provisions of Article 13-04 of the Fargo Municipal Code.

E. No Class "B" or Class "D" licensee shall permit the opening or consumption of alcoholic beverages upon the licensed premises; provided, that a Class "B" licensee may permit the sampling of alcoholic beverages upon the licensed premises without charge to the consumer.

F. No licensee, his agent or employee shall sell, serve, consume or permit to be sold, served or consumed on the licensed premises any alcoholic beverages during the hours of closure, and in no situation, between the hours of 2:00 a.m. and 8:00 a.m.; nor shall any licensee, his agent or employees sell, serve or permit to be sold, served or consumed on the licensed premises any alcoholic beverage on Christmas Day or after 6:00 p.m. on Christmas Eve. Additionally, there shall be no off-sale sales allowed after 2:00 a.m. on Thanksgiving Day or between the hours of 2:00 a.m. and 8:00 a.m. on Sundays. For purposes of this provision, any person having a glass or other opened container containing an alcoholic beverage in close proximity or otherwise available for consumption shall be deemed to be consuming an alcoholic beverage.

G. All licensed premises shall be closed and locked not more than one-half hour after the termination of business hours as specified in subsection (F) of this section and no persons shall be permitted to remain on said premises thereafter except for the owner and his employees for normal cleaning and maintenance activities; provided, that a licensee may remain open for the purpose of providing food service and operate its entertainment business, provided, however, that the licensee must comply with all other terms of Article 25 and those of its State of North Dakota liquor license.

H. No license to sell alcoholic beverages under the provisions of this article shall entitle the holder thereof to carry on such business at more than one location under any one license and each license shall contain a legal description of the place where the holder thereof operates

such business; provided, however, the foregoing provision shall not apply in the case where a licensee, in addition to his regular license, is granted a Class "E" license to engage in the sale of alcoholic beverages at the place designated in the Class "E" license. In addition, the provisions of this subsection shall not apply to any licensee serving alcoholic beverages at the city auditorium or the Fargodome, pursuant to the provisions of article 18-05 and article 34-01 of the Fargo Municipal Code; provided, however, that all other provisions of this article and all other ordinances of the city of Fargo, not inconsistent herewith, shall apply to any licensee serving alcoholic beverages at the city auditorium or the Fargodome.

- I. Licensee, its agent or employee shall not sell or serve, or permit to be sold or served on the licensed premises any food other than prepackaged, confectionery items such as peanuts, potato chips and similar items. This prohibition shall not apply to licensed establishments which hold a restaurant license or permit pursuant to the provisions of article 13-04 of the Fargo Municipal Code or food items prepared by an article 13-04 licensee for immediate personal consumption and not for resale. Further, licensee may participate in nonprofit public spirited events. A nonprofit public spirited event is one held by an organization not regularly engaged in the business of preparing or selling food who does so for the sale directly to the ultimate consumer at a farmer's market, bake sale, or similar enterprise.
- J. Any licensee holding a Class "AB", Class "ABH", Class "A", Class "C", Class "FA", Class "FA-RZ", Class "G", Class "H", Class "Y", Class "W", or Class "I" license, who also holds a restaurant license, limited restaurant license, or permit issued pursuant to the provisions of Article 13-04 of the Fargo Municipal Code, and who regularly serves food and beverages, may dispense alcoholic beverages in connection with food sales, on tables located on the public sidewalk adjacent to the licensed establishment; provided, that tables on the public sidewalk shall be in accordance with Article 18-03 of the Fargo Municipal Code.
- * K. Any person under 21 years of age may enter and remain in a licensed premises for a designated alcohol-free public event in any licensed premises or in a separate room within the licensed premises where the licensee has determined not to sell or permit consumption or possession of alcoholic beverages on that licensed premises or within the designated separate room within the licensed premises during a specified time period provided the licensee complies with the requirements of this subsection. For purposes of this subsection a public event is any event to which admission is open to the general public and may be gained with or without payment of a fee or an event which is advertised to the general public.
 - 1. The licensee shall give written notice of the intent to operate the premises or separate room within the premises as an alcohol-free area at least 72 hours in advance to the chief of police on a form to be prepared by the chief of police. The notice shall specify which portion of the licensed premises will be used for the alcohol free event or if a separate room within the premises will be used for the alcohol free event. If only a separate room

within the licensed premise will be used for the event, the room must have a point of entry and exit which does not permit those under the age of 21 to enter any portion of the licensed premises where alcoholic beverages are being sold, mixed or consumed. The notice shall define what security measures within the licensed premises or the separate room thereof will be taken to prevent the consumption of alcoholic beverages by persons during the alcohol-free event. The chief of police may, in his discretion, require such additional information from the licensee as is necessary to ensure compliance with this section.

2. Security personnel shall be on the premises in such numbers as to ensure the safety of patrons and to maintain order on the premises as follows:

99 or less - 2 security personnel

100 to 200 - 3 security personnel

201 to 300 - 4 security personnel

301 to 400 - 5 security personnel

401 to 500 - 6 security personnel

501 and over - appropriate number of security personnel as may be determined by the chief of police.

3. The licensee shall post conspicuously at all entrances to the alcohol-free event a notice stating the sale, possession or consumption of alcoholic beverages will not be permitted during the duration of the alcohol-free event and that no participant under the age of 21 is permitted into any area within the licensed premises where alcoholic beverages are sold, consumed, or possessed to include common areas such as hallways or restrooms.
4. During the alcohol-free event, the licensee shall remove from public view and secure all containers of alcoholic beverages as well as de-activate any device used to dispense alcohol in the alcohol free event.
5. The licensee shall have all patrons regardless of age removed from the alcohol free event following the completion of the alcohol-free event and not reopen the licensed premise or the separate room thereof for the sale, possession or consumption of alcohol until one hour after the completion of the alcohol-free event.
6. Smoking shall not be permitted at alcohol-free public events.

- * L. Any person under 21 years of age may enter and remain in a licensed premises or in a separate room within the licensed premises for a private event where the licensee has restricted access to invited guests provided that the licensee complies with the requirements

of this subsection. For purposes of this subsection a private event is an event which is not open to the general public to which access is granted to invited guests only, for which no admission fee is paid, and for which no advertising was conducted to the general public.

1. The licensee maintains the responsibility to comply with city ordinance 25-1509 (A) which prohibits selling, serving or dispensing any alcoholic beverage to a person under 21 years of age; or permitting any person under 21 years of age to be furnished with any alcoholic beverage upon the licensed premises.
 2. The room must have a point of entry and exit which does not permit those under the age of 21 to enter any portion of the licensed premises, not designated as the private event, where alcoholic beverages are being sold, mixed or consumed.
 3. The licensee shall post conspicuously at all entrances to the private event a notice stating the sale, possession or consumption of alcoholic beverages by those under the age of 21 will not be permitted and that no participant under the age of 21 is permitted into any area outside of the designated separate room within the licensed premises where alcoholic beverages are sold, consumed, or possessed to include common areas such as hallways or restrooms.
 4. Security personnel shall be on the premises in such numbers as to ensure the safety of patrons and to maintain order.
 5. The licensee shall have all patrons regardless of age removed from the private event following the completion of the private event and not reopen the separate room to the general public for the purpose of the sale, possession or consumption alcohol until one hour after the completion of the private event.
 6. Smoking shall not be permitted at a private event designated under this section.
 7. In addition to the foregoing restrictions and conditions, the licensee shall be governed by all applicable provisions of the Fargo Municipal Code.
- M. Any licensee holding a valid license under Article 25-15 of the Fargo Municipal Code and conducting business as a bowling alley may:
1. Allow the sale, service and consumption of alcoholic beverages in the bowling alley area and concourse adjacent to the bowling alley area during events sanctioned by the American Bowling Congress, Women's International Bowling Congress sanctioned events, or other nationally or regionally recognized bowling associations;
 2. At all other times, the licensee may allow alcoholic beverages to be consumed in the bowling alley area and concourse adjacent to the bowling alley area provided that the alcoholic beverages are purchased and dispensed within the licensed premises.

N.

Removal of wine from restaurant. If a full bottle of wine has been opened and the contents partially consumed, a retail alcoholic beverage licensee whose gross sales of food are at least thirty percent of the gross sales of alcoholic beverages that are consumed on the premises may permit an individual purchasing the bottle in conjunction with the purchase of a meal to remove the bottle on leaving the licensed premises if the licensee re-corks the bottle, seals the bottle with a seal that must be made conspicuously inoperative to reopen the bottle, and places a receipt of sale with the bottle. The removal of the bottle under these conditions is not an off sale of wine and is permitted without an additional license.

** The provisions of this section apply to the licensee's City of Fargo Alcohol License only and do not apply to or grant any exemption from the necessary state liquor license requirements or the provisions of the North Dakota Century Code.*

Source: 1965 Rev. Ord. 25-1509, 1869 (1978), 2090 (1983), 2099 (1983), 2160 (1984), 2162 (1984), 2217 (1985), 2241 (1986), 2264 (1986), 2344 (1987), 2447 (1989), 2509 (1989), 2517 (1990), 2583 (1991), 2584 (1991), 2597 (1991), 2603 (1992), 2645 (1993), 2760 (1995), 2822 (1997), 3015 (1999), 3084 (1999), 4401 (2004), 4476 (2005), 4528 (2006), 4535 (2006), 4565 (2006), 4618 (2007), 4619 (2007), 4626 (2007), 4659 (2008), 4718 (2009), 4973 (2015), 5002 (2015), 5061 (2016), 5085 (2017), 5113 (2017), 5135 (2018), 5311 (2021), 5440 (2024), 5469 (2025).

25-1513. - Revocation, suspension, sanctions or other penalties—Hearing Request.

Revocation, suspension, sanctions or other penalties may not be invoked without a public hearing if requested by the licensee. The city auditor's office shall notify the licensee that it has determined a license compliance violation exists, and shall further provide written notice by email and regular mail to the licensee of the Liquor Control Board's scheduled meeting date and time at which the violation will be considered. If the Liquor Control Board recommends revocation, suspension, sanctions or other penalties, the licensee may request a hearing before the board of city commissioners within ten (10) days of such Liquor Control Board recommendation. The board of city commissioners shall conduct a public hearing, including consideration of the evidence and testimony presented to the Liquor Control Board. The city auditor shall provide written notice to the licensee, specifying the date, time and place of the public hearing before the board of city commissioners, and such notice shall be served upon the licensee or its managing agent in the same manner as provided by law for the service of a summons in a civil action. No hearing shall be held before the board of city commissioners before expiration of fifteen (15) days after the date of the service of the notice upon the licensee.

If, upon such hearing, it appears to the majority of the board of city commissioners that sufficient cause exists for the revocation, suspension, sanctions or other penalty, the board of city commissioners shall issue its findings, conclusions and order which shall then be served on the licensee by certified mail. The findings, conclusions and order of the board of city commissioners is appealable pursuant to Chapter 28-34 of the North Dakota Century Code.

Source: Ord. 5292 (2021).

Editor's note— Ord. 5292, § 2, adopted April 5, 2021, enacted a new § 25-1513 and § 7 of said ordinance renumbered the prior § 25-1513 as § 25-1518. Historical notation has been retained for reference purposes.



July 28, 2026

To: Board of City Commissioners

From: Angie Bear, City Clerk

Re: Liquor Compliance Violation – **NoBull Smokehouse**

It is alleged an employee at this licensed establishment served a person under the age of 21 an alcoholic beverage in violation of North Dakota Century Code and/or Fargo Municipal Code. An affidavit detailing the offense was timely sent to the City Attorney Ian McLean. Notice of the hearing was sent to the licensee as required under law.

Historically, alcohol compliance violations were first presented to the LCB (Liquor Control Board) for consideration before proceeding to the City Commission. However, last summer the state amended the North Dakota Century Code (NDCC § 5-02-10). As part of the amendments, there are new timelines and noticing requirements that requires the LCB be bypassed in some liquor compliance failures.

Recommended Motion

Find a liquor compliance violation occurred and impose a penalty as required under statute or ordinance with consideration of any required mitigating factors.



AUDITOR'S OFFICE

AUDITOR'S OFFICE

Fargo City Hall
225 4th Street North
PO Box 2471

Fargo, ND 58108
Phone: 701.241.8108 | Fax: 701.241.8184
FargoND.gov

July 27, 2026

NoBull Smokehouse
PO BOX 2043
Fargo, ND 58107

Re: Compliance Check Failure

Dear Licensee:

Notice is hereby provided that the City Auditor's office has determined a liquor license compliance violation exists under section 25-1509 of the Fargo Municipal Code, service to a minor. The City Commission will meet on August 3, 2026, at 5:00 p.m. in the City Commission Chambers of City Hall, 225 4th Street North, Fargo ND to consider the violation.

If the City Commission recommends revocation, suspension, sanctions or other penalties, the licensee may request a hearing before the Board of City Commissioner within ten (10) days of the Liquor Control Board recommendation.

As a liquor license holder, you are being provided this notice in conformance with Fargo Municipal Code 25-1513, as license holder you have the right to be present and heard at this meeting, server training compliance is not an automatic waiver of the penalty.

If you have any questions, feel free to call me at 701.241.1301.

Sincerely,

Angie Bear

City Clerk

July 22, 2026

Angie Bear
City Clerk/Deputy City Auditor
City of Fargo
225 4th Street N
Fargo, ND 58102

Dear Mrs. Bear:

The Fargo Police Department, with the assistance of Fargo Cass Public Health, conducted alcohol service compliance checks on Tuesday July 21, 2026. The compliance check was conducted by following a nationally recognized and accepted process sponsored by the University of Minnesota's School of Public Health, Division of Epidemiology.

The following establishment **failed** this compliance check by having an employee serve alcohol to an underage person:

**No Bull Smokehouse
614 Main Ave
FARGO ND 58103**

This information is provided for your review. If you have any questions, please contact me at 701-241-1367.

Cordially,


Cheryl Stetz
Community Health Educator

Cc: Fargo Police Department
No Bull Smokehouse

City of Fargo,	
vs.	Affidavit/Declaration of Officer Shelby Layman
NoBull Smokehouse – 609 Northern Pacific Ave N, Fargo, ND, 58102	

1. My name is Shelby Layman I am a Fargo Police Officer. I am over 18 years of age.
I am competent to make this declaration/affidavit.

2. In conjunction with the Fargo Cass Public Health, alcohol compliance checks were held on 07/21/2026

3. As part of the compliance checks, a person or persons under the age of 21, while under supervision of the Fargo Police, enters a liquor establishment and request alcohol.

4. At approximately 1845, I and persons under 21, SS, 19 and BD, 20, went to NoBull Smokehouse located at 609 Northern Pacific Ave N. NoBull has a license with the City of Fargo to sell alcohol and is subject to compliance checks. Isabella Becerra was the bartender. BD ordered an alcoholic drinks – Coors Light Beer. Isabella correctly identified as SS being under 21 and did not serve her an alcoholic drink. Isabella served BD an alcoholic drink. Isabella was issued a citation for the offense.

5. I write this affidavit/declaration pursuant to North Dakota Century Code section 5-2-10.

6. I declare, under penalty of perjury, under the law of North Dakota, that the foregoing is true and correct.

7. Date: 7/21/26

8. Name (printed): S. Layman

9. Name (signed): [Signature]

10. Location signed (city and state): Fargo, ND

North Dakota Century Code

Chapter 5-02

5-02-10. Hearing on alleged violations.

1. If a person has information that a licensed retailer of alcoholic beverages has violated any provision of this title, the person may file with the attorney general, city attorney, or state's attorney an affidavit specifically explaining the violation within fourteen days of the date of the alleged violation.
2. If a person timely files an affidavit under subsection 1, the city attorney or state's attorney shall set the matter for hearing not later than the next regular meeting of the local governing body or forward the affidavit to the attorney general.
3. If a person timely files an affidavit under subsection 1, the attorney general shall set the matter for hearing in the local county courthouse not less than ten days after copies of the affidavit and notice of hearing have been mailed to the licensee by registered mail.
4. If the hearing is held by the local governing body, a copy of the affidavit and notice of hearing must be mailed to the licensee by registered mail not less than five days before the hearing.
5. A hearing conducted under this section must be recorded by stenographic notes or the use of an electronic recording device.

25-1509. - Restrictions on sale, service or dispensing of alcoholic beverages.

- A. No licensee, his agent or employee, shall sell, serve or dispense any alcoholic beverage to a person under 21 years of age; and no licensee, his agent or employee, shall permit any person under 21 years of age to be furnished with any alcoholic beverage upon the licensed premises.
- B. No person under 21 years of age shall be permitted to enter any portion of licensed premises in which alcoholic beverages are sold, served or dispensed; nor shall anyone under the age of 21 years be employed in any portion of licensed premises in which alcoholic beverages are sold, served or dispensed, except as provided in subsections (C) and (D) of this section. For purposes of this section, a person is not 21 years of age until 8 a.m. on the person's twenty-first birthday.
- C. Any person under 21 years of age may enter and remain in a restaurant where alcoholic beverages are being sold if the restaurant is separated from the designated area in which alcoholic beverages are opened or mixed and if gross sales of food are at least equal to gross sales of alcoholic beverages which are consumed in the dining area. Any person who is employed by the restaurant as a food waiter, food waitress, busboy or busgirl, food server or other title engaged directly in the sale and delivery of food in the separate restaurant premises, may not engage in the sale, dispensing, delivery or consumption of alcoholic beverages; provided, that any person who is between 18 and 21 years of age may be employed by the restaurant to serve and collect money for alcoholic beverages, if the person is under the direct supervision of a person 21 or more years of age. All employees engaged in the stream of service as defined in section 25-1501 (31) are subject to mandatory server training as provided in section 25-1501(26), and unless specifically exempted herein, must be 21 years old to be so employed. A law enforcement officer, or person cooperating with and under the control of such law enforcement officer, under the age of 21 years may enter premises where alcoholic beverages are sold, dispensed, or consumed in the performance of an official duty. Any establishment where alcoholic beverages are sold may employ persons from 18 to 21 years of age to work in the capacity of musicians, disc jockey, or entertainer, or to perform duties directly related to working as a musician, disc jockey, or entertainer under the direct supervision of a person over 21 years of age. Any person under 21 years of age may enter and remain on the license premises if the person is an independent contractor or the independent contractor's employee engaged in contract work and is not engaged in selling, dispensing, delivering or consuming alcoholic beverages, or if the individual enters the premises for training, education, or research purposes under the supervision of an individual 21 or more years of age with prior notification of the local licensing authority. Any person

under 21 years of age may remain in the area of and event where beer, wine, or sparkling wine is sold in accordance with the conditions of an event permit issued pursuant to § 5-02-01.1, N.D.C.C., and the city comparable ordinance § 25-1506(H)(4).

D. At the discretion of the owner of the licensed premises, an individual under 21 years of age may be permitted to enter and remain in a restaurant where alcoholic beverages are being sold and in the area of the restaurant designated for the opening or mixing of alcoholic beverages if the individual:

1. Is accompanied by a parent or guardian;
2. Is not seated at or within three feet [0.91 meters] of the bar counter; and
3. Does not enter or remain in the designated area after ten p.m.

For purposes of this subsection, a restaurant shall be any establishment which serves prepared food and holds a restaurant license or permit pursuant to the provisions of Article 13-04 of the Fargo Municipal Code.

- E. No Class "B" or Class "D" licensee shall permit the opening or consumption of alcoholic beverages upon the licensed premises; provided, that a Class "B" licensee may permit the sampling of alcoholic beverages upon the licensed premises without charge to the consumer.
- F. No licensee, his agent or employee shall sell, serve, consume or permit to be sold, served or consumed on the licensed premises any alcoholic beverages during the hours of closure, and in no situation, between the hours of 2:00 a.m. and 8:00 a.m.; nor shall any licensee, his agent or employees sell, serve or permit to be sold, served or consumed on the licensed premises any alcoholic beverage on Christmas Day or after 6:00 p.m. on Christmas Eve. Additionally, there shall be no off-sale sales allowed after 2:00 a.m. on Thanksgiving Day or between the hours of 2:00 a.m. and 8:00 a.m. on Sundays. For purposes of this provision, any person having a glass or other opened container containing an alcoholic beverage in close proximity or otherwise available for consumption shall be deemed to be consuming an alcoholic beverage.
- G. All licensed premises shall be closed and locked not more than one-half hour after the termination of business hours as specified in subsection (F) of this section and no persons shall be permitted to remain on said premises thereafter except for the owner and his employees for normal cleaning and maintenance activities; provided, that a licensee may remain open for the purpose of providing food service and operate its entertainment business, provided, however, that the licensee must comply with all other terms of Article 25 and those of its State of North Dakota liquor license.
- H. No license to sell alcoholic beverages under the provisions of this article shall entitle the holder thereof to carry on such business at more than one location under any one license and each license shall contain a legal description of the place where the holder thereof operates

such business; provided, however, the foregoing provision shall not apply in the case where a licensee, in addition to his regular license, is granted a Class "E" license to engage in the sale of alcoholic beverages at the place designated in the Class "E" license. In addition, the provisions of this subsection shall not apply to any licensee serving alcoholic beverages at the city auditorium or the Fargodome, pursuant to the provisions of article 18-05 and article 34-01 of the Fargo Municipal Code; provided, however, that all other provisions of this article and all other ordinances of the city of Fargo, not inconsistent herewith, shall apply to any licensee serving alcoholic beverages at the city auditorium or the Fargodome.

- I. Licensee, its agent or employee shall not sell or serve, or permit to be sold or served on the licensed premises any food other than prepackaged, confectionery items such as peanuts, potato chips and similar items. This prohibition shall not apply to licensed establishments which hold a restaurant license or permit pursuant to the provisions of article 13-04 of the Fargo Municipal Code or food items prepared by an article 13-04 licensee for immediate personal consumption and not for resale. Further, licensee may participate in nonprofit public spirited events. A nonprofit public spirited event is one held by an organization not regularly engaged in the business of preparing or selling food who does so for the sale directly to the ultimate consumer at a farmer's market, bake sale, or similar enterprise.
- J. Any licensee holding a Class "AB", Class "ABH", Class "A", Class "C", Class "FA", Class "FA-RZ", Class "G", Class "H", Class "Y", Class "W", or Class "I" license, who also holds a restaurant license, limited restaurant license, or permit issued pursuant to the provisions of Article 13-04 of the Fargo Municipal Code, and who regularly serves food and beverages, may dispense alcoholic beverages in connection with food sales, on tables located on the public sidewalk adjacent to the licensed establishment; provided, that tables on the public sidewalk shall be in accordance with Article 18-03 of the Fargo Municipal Code.
- * K. Any person under 21 years of age may enter and remain in a licensed premises for a designated alcohol-free public event in any licensed premises or in a separate room within the licensed premises where the licensee has determined not to sell or permit consumption or possession of alcoholic beverages on that licensed premises or within the designated separate room within the licensed premises during a specified time period provided the licensee complies with the requirements of this subsection. For purposes of this subsection a public event is any event to which admission is open to the general public and may be gained with or without payment of a fee or an event which is advertised to the general public.
 - 1. The licensee shall give written notice of the intent to operate the premises or separate room within the premises as an alcohol-free area at least 72 hours in advance to the chief of police on a form to be prepared by the chief of police. The notice shall specify which portion of the licensed premises will be used for the alcohol free event or if a separate room within the premises will be used for the alcohol free event. If only a separate room

within the licensed premise will be used for the event, the room must have a point of entry and exit which does not permit those under the age of 21 to enter any portion of the licensed premises where alcoholic beverages are being sold, mixed or consumed. The notice shall define what security measures within the licensed premises or the separate room thereof will be taken to prevent the consumption of alcoholic beverages by persons during the alcohol-free event. The chief of police may, in his discretion, require such additional information from the licensee as is necessary to ensure compliance with this section.

2. Security personnel shall be on the premises in such numbers as to ensure the safety of patrons and to maintain order on the premises as follows:
 - 99 or less - 2 security personnel
 - 100 to 200 - 3 security personnel
 - 201 to 300 - 4 security personnel
 - 301 to 400 - 5 security personnel
 - 401 to 500 - 6 security personnel
 - 501 and over - appropriate number of security personnel as may be determined by the chief of police.
 3. The licensee shall post conspicuously at all entrances to the alcohol-free event a notice stating the sale, possession or consumption of alcoholic beverages will not be permitted during the duration of the alcohol-free event and that no participant under the age of 21 is permitted into any area within the licensed premises where alcoholic beverages are sold, consumed, or possessed to include common areas such as hallways or restrooms.
 4. During the alcohol-free event, the licensee shall remove from public view and secure all containers of alcoholic beverages as well as de-activate any device used to dispense alcohol in the alcohol free event.
 5. The licensee shall have all patrons regardless of age removed from the alcohol free event following the completion of the alcohol-free event and not reopen the licensed premise or the separate room thereof for the sale, possession or consumption of alcohol until one hour after the completion of the alcohol-free event.
 6. Smoking shall not be permitted at alcohol-free public events.
- * L. Any person under 21 years of age may enter and remain in a licensed premises or in a separate room within the licensed premises for a private event where the licensee has restricted access to invited guests provided that the licensee complies with the requirements

of this subsection. For purposes of this subsection a private event is an event which is not open to the general public to which access is granted to invited guests only, for which no admission fee is paid, and for which no advertising was conducted to the general public.

1. The licensee maintains the responsibility to comply with city ordinance 25-1509 (A) which prohibits selling, serving or dispensing any alcoholic beverage to a person under 21 years of age; or permitting any person under 21 years of age to be furnished with any alcoholic beverage upon the licensed premises.
 2. The room must have a point of entry and exit which does not permit those under the age of 21 to enter any portion of the licensed premises, not designated as the private event, where alcoholic beverages are being sold, mixed or consumed.
 3. The licensee shall post conspicuously at all entrances to the private event a notice stating the sale, possession or consumption of alcoholic beverages by those under the age of 21 will not be permitted and that no participant under the age of 21 is permitted into any area outside of the designated separate room within the licensed premises where alcoholic beverages are sold, consumed, or possessed to include common areas such as hallways or restrooms.
 4. Security personnel shall be on the premises in such numbers as to ensure the safety of patrons and to maintain order.
 5. The licensee shall have all patrons regardless of age removed from the private event following the completion of the private event and not reopen the separate room to the general public for the purpose of the sale, possession or consumption alcohol until one hour after the completion of the private event.
 6. Smoking shall not be permitted at a private event designated under this section.
 7. In addition to the foregoing restrictions and conditions, the licensee shall be governed by all applicable provisions of the Fargo Municipal Code.
- M. Any licensee holding a valid license under Article 25-15 of the Fargo Municipal Code and conducting business as a bowling alley may:
1. Allow the sale, service and consumption of alcoholic beverages in the bowling alley area and concourse adjacent to the bowling alley area during events sanctioned by the American Bowling Congress, Women's International Bowling Congress sanctioned events, or other nationally or regionally recognized bowling associations;
 2. At all other times, the licensee may allow alcoholic beverages to be consumed in the bowling alley area and concourse adjacent to the bowling alley area provided that the alcoholic beverages are purchased and dispensed within the licensed premises.

N.

Removal of wine from restaurant. If a full bottle of wine has been opened and the contents partially consumed, a retail alcoholic beverage licensee whose gross sales of food are at least thirty percent of the gross sales of alcoholic beverages that are consumed on the premises may permit an individual purchasing the bottle in conjunction with the purchase of a meal to remove the bottle on leaving the licensed premises if the licensee re-corks the bottle, seals the bottle with a seal that must be made conspicuously inoperative to reopen the bottle, and places a receipt of sale with the bottle. The removal of the bottle under these conditions is not an off sale of wine and is permitted without an additional license.

** The provisions of this section apply to the licensee's City of Fargo Alcohol License only and do not apply to or grant any exemption from the necessary state liquor license requirements or the provisions of the North Dakota Century Code.*

Source: 1965 Rev. Ord. 25-1509, 1869 (1978), 2090 (1983), 2099 (1983), 2160 (1984), 2162 (1984), 2217 (1985), 2241 (1986), 2264 (1986), 2344 (1987), 2447 (1989), 2509 (1989), 2517 (1990), 2583 (1991), 2584 (1991), 2597 (1991), 2603 (1992), 2645 (1993), 2760 (1995), 2822 (1997), 3015 (1999), 3084 (1999), 4401 (2004), 4476 (2005), 4528 (2006), 4535 (2006), 4565 (2006), 4618 (2007), 4619 (2007), 4626 (2007), 4659 (2008), 4718 (2009), 4973 (2015), 5002 (2015), 5061 (2016), 5085 (2017), 5113 (2017), 5135 (2018), 5311 (2021), 5440 (2024), 5469 (2025).

25-1513. - Revocation, suspension, sanctions or other penalties—Hearing Request.

Revocation, suspension, sanctions or other penalties may not be invoked without a public hearing if requested by the licensee. The city auditor's office shall notify the licensee that it has determined a license compliance violation exists, and shall further provide written notice by email and regular mail to the licensee of the Liquor Control Board's scheduled meeting date and time at which the violation will be considered. If the Liquor Control Board recommends revocation, suspension, sanctions or other penalties, the licensee may request a hearing before the board of city commissioners within ten (10) days of such Liquor Control Board recommendation. The board of city commissioners shall conduct a public hearing, including consideration of the evidence and testimony presented to the Liquor Control Board. The city auditor shall provide written notice to the licensee, specifying the date, time and place of the public hearing before the board of city commissioners, and such notice shall be served upon the licensee or its managing agent in the same manner as provided by law for the service of a summons in a civil action. No hearing shall be held before the board of city commissioners before expiration of fifteen (15) days after the date of the service of the notice upon the licensee.

If, upon such hearing, it appears to the majority of the board of city commissioners that sufficient cause exists for the revocation, suspension, sanctions or other penalty, the board of city commissioners shall issue its findings, conclusions and order which shall then be served on the licensee by certified mail. The findings, conclusions and order of the board of city commissioners is appealable pursuant to Chapter 28-34 of the North Dakota Century Code.

Source: Ord. 5292 (2021).

Editor's note— Ord. 5292, § 2, adopted April 5, 2021, enacted a new § 25-1513 and § 7 of said ordinance renumbered the prior § 25-1513 as § 25-1518. Historical notation has been retained for reference purposes.



July 28, 2026

To: Board of City Commissioners

From: Angie Bear, City Clerk

Re: Liquor Compliance Violation – **Wurst Bier Hall**

It is alleged an employee at this licensed establishment served a person under the age of 21 an alcoholic beverage in violation of North Dakota Century Code and/or Fargo Municipal Code. An affidavit detailing the offense was timely sent to the City Attorney Ian McLean. Notice of the hearing was sent to the licensee as required under law.

Historically, alcohol compliance violations were first presented to the LCB (Liquor Control Board) for consideration before proceeding to the City Commission. However, last summer the state amended the North Dakota Century Code (NDCC § 5-02-10). As part of the amendments, there are new timelines and noticing requirements that requires the LCB be bypassed in some liquor compliance failures.

Recommended Motion

Find a liquor compliance violation occurred and impose a penalty as required under statute or ordinance with consideration of any required mitigating factors.



AUDITOR'S OFFICE

AUDITOR'S OFFICE

Fargo City Hall
225 4th Street North
PO Box 2471
Fargo, ND 58108

Phone: 701.241.8108 | Fax: 701.241.8184
FargoND.gov

July 27, 2026

Wurst Bier Hall
630 1 Ave N Ste 1
Fargo, ND 58102

Re: Compliance Check Failure

Dear Licensee:

Notice is hereby provided that the City Auditor's office has determined a liquor license compliance violation exists under section 25-1509 of the Fargo Municipal Code, service to a minor. The City Commission will meet on August 3, 2026, at 5:00 p.m. in the City Commission Chambers of City Hall, 225 4th Street North, Fargo ND to consider the violation.

If the City Commission recommends revocation, suspension, sanctions or other penalties, the licensee may request a hearing before the Board of City Commissioner within ten (10) days of the Liquor Control Board recommendation.

As a liquor license holder, you are being provided this notice in conformance with Fargo Municipal Code 25-1513, as license holder you have the right to be present and heard at this meeting, server training compliance is not an automatic waiver of the penalty.

If you have any questions, feel free to call me at 701.241.1301.

Sincerely,

Angie Bear

City Clerk

July 22, 2026

Angie Bear
City Clerk/Deputy City Auditor
City of Fargo
225 4th Street N
Fargo, ND 58102

Dear Mrs. Bear:

The Fargo Police Department, with the assistance of Fargo Cass Public Health, conducted alcohol service compliance checks on Tuesday July 21, 2026. The compliance check was conducted by following a nationally recognized and accepted process sponsored by the University of Minnesota's School of Public Health, Division of Epidemiology.

The following establishment **failed** this compliance check by having an employee serve alcohol to an underage person:

**Wurst Bier Hall
630 1st Ave N
FARGO ND 58102**

This information is provided for your review. If you have any questions, please contact me at 701-241-1367.

Cordially,



Cheryl Stetz
Community Health Educator

Cc: Fargo Police Department
Wurst Bier Hall

City of Fargo,	Affidavit/Declaration of Officer Shelby Layman
vs.	
Wurst Bier Hall – 630 1 st Ave N, Fargo, ND, 58102	

1. My name is Shelby Layman I am a Fargo Police Officer. I am over 18 years of age. I am competent to make this declaration/affidavit.

2. In conjunction with the Fargo Cass Public Health, alcohol compliance checks were held on 07/21/2026

3. As part of the compliance checks, a person or persons under the age of 21, while under supervision of the Fargo Police, enters a liquor establishment and request alcohol.

4. At approximately 1930, I and persons under 21, SS, 19 and BD, 20, went to Wurst Bier Hall located at 630 1st Ave N. Wurst Bier Hall has a license with the City of Fargo to sell alcohol and is subject to compliance checks. Avery Malone was the bartender and manager on duty. BD ordered an alcoholic drink – Coors Light Beer. Avery correctly identified as SS being under 21 and did not serve her an alcoholic drink. Avery served BD an alcoholic drink. Avery was issued a citation for the offense.

5. I write this affidavit/declaration pursuant to North Dakota Century Code section 5-2-10.

6. I declare, under penalty of perjury, under the law of North Dakota, that the foregoing is true and correct.

7. Date: 7/21/26

8. Name (printed): S. Layman

9. Name (signed): [Signature]

10. Location signed (city and state): Fargo, ND

North Dakota Century Code

Chapter 5-02

5-02-10. Hearing on alleged violations.

1. If a person has information that a licensed retailer of alcoholic beverages has violated any provision of this title, the person may file with the attorney general, city attorney, or state's attorney an affidavit specifically explaining the violation within fourteen days of the date of the alleged violation.
2. If a person timely files an affidavit under subsection 1, the city attorney or state's attorney shall set the matter for hearing not later than the next regular meeting of the local governing body or forward the affidavit to the attorney general.
3. If a person timely files an affidavit under subsection 1, the attorney general shall set the matter for hearing in the local county courthouse not less than ten days after copies of the affidavit and notice of hearing have been mailed to the licensee by registered mail.
4. If the hearing is held by the local governing body, a copy of the affidavit and notice of hearing must be mailed to the licensee by registered mail not less than five days before the hearing.
5. A hearing conducted under this section must be recorded by stenographic notes or the use of an electronic recording device.

25-1509. - Restrictions on sale, service or dispensing of alcoholic beverages.

- A. No licensee, his agent or employee, shall sell, serve or dispense any alcoholic beverage to a person under 21 years of age; and no licensee, his agent or employee, shall permit any person under 21 years of age to be furnished with any alcoholic beverage upon the licensed premises.
- B. No person under 21 years of age shall be permitted to enter any portion of licensed premises in which alcoholic beverages are sold, served or dispensed; nor shall anyone under the age of 21 years be employed in any portion of licensed premises in which alcoholic beverages are sold, served or dispensed, except as provided in subsections (C) and (D) of this section. For purposes of this section, a person is not 21 years of age until 8 a.m. on the person's twenty-first birthday.
- C. Any person under 21 years of age may enter and remain in a restaurant where alcoholic beverages are being sold if the restaurant is separated from the designated area in which alcoholic beverages are opened or mixed and if gross sales of food are at least equal to gross sales of alcoholic beverages which are consumed in the dining area. Any person who is employed by the restaurant as a food waiter, food waitress, busboy or busgirl, food server or other title engaged directly in the sale and delivery of food in the separate restaurant premises, may not engage in the sale, dispensing, delivery or consumption of alcoholic beverages; provided, that any person who is between 18 and 21 years of age may be employed by the restaurant to serve and collect money for alcoholic beverages, if the person is under the direct supervision of a person 21 or more years of age. All employees engaged in the stream of service as defined in section 25-1501 (31) are subject to mandatory server training as provided in section 25-1501(26), and unless specifically exempted herein, must be 21 years old to be so employed. A law enforcement officer, or person cooperating with and under the control of such law enforcement officer, under the age of 21 years may enter premises where alcoholic beverages are sold, dispensed, or consumed in the performance of an official duty. Any establishment where alcoholic beverages are sold may employ persons from 18 to 21 years of age to work in the capacity of musicians, disc jockey, or entertainer, or to perform duties directly related to working as a musician, disc jockey, or entertainer under the direct supervision of a person over 21 years of age. Any person under 21 years of age may enter and remain on the license premises if the person is an independent contractor or the independent contractor's employee engaged in contract work and is not engaged in selling, dispensing, delivering or consuming alcoholic beverages, or if the individual enters the premises for training, education, or research purposes under the supervision of an individual 21 or more years of age with prior notification of the local licensing authority. Any person

under 21 years of age may remain in the area of and event where beer, wine, or sparkling wine is sold in accordance with the conditions of an event permit issued pursuant to § 5-02-01.1, N.D.C.C., and the city comparable ordinance § 25-1506(H)(4).

D. At the discretion of the owner of the licensed premises, an individual under 21 years of age may be permitted to enter and remain in a restaurant where alcoholic beverages are being sold and in the area of the restaurant designated for the opening or mixing of alcoholic beverages if the individual:

1. Is accompanied by a parent or guardian;
2. Is not seated at or within three feet [0.91 meters] of the bar counter; and
3. Does not enter or remain in the designated area after ten p.m.

For purposes of this subsection, a restaurant shall be any establishment which serves prepared food and holds a restaurant license or permit pursuant to the provisions of Article 13-04 of the Fargo Municipal Code.

- E. No Class "B" or Class "D" licensee shall permit the opening or consumption of alcoholic beverages upon the licensed premises; provided, that a Class "B" licensee may permit the sampling of alcoholic beverages upon the licensed premises without charge to the consumer.
- F. No licensee, his agent or employee shall sell, serve, consume or permit to be sold, served or consumed on the licensed premises any alcoholic beverages during the hours of closure, and in no situation, between the hours of 2:00 a.m. and 8:00 a.m.; nor shall any licensee, his agent or employees sell, serve or permit to be sold, served or consumed on the licensed premises any alcoholic beverage on Christmas Day or after 6:00 p.m. on Christmas Eve. Additionally, there shall be no off-sale sales allowed after 2:00 a.m. on Thanksgiving Day or between the hours of 2:00 a.m. and 8:00 a.m. on Sundays. For purposes of this provision, any person having a glass or other opened container containing an alcoholic beverage in close proximity or otherwise available for consumption shall be deemed to be consuming an alcoholic beverage.
- G. All licensed premises shall be closed and locked not more than one-half hour after the termination of business hours as specified in subsection (F) of this section and no persons shall be permitted to remain on said premises thereafter except for the owner and his employees for normal cleaning and maintenance activities; provided, that a licensee may remain open for the purpose of providing food service and operate its entertainment business, provided, however, that the licensee must comply with all other terms of Article 25 and those of its State of North Dakota liquor license.
- H. No license to sell alcoholic beverages under the provisions of this article shall entitle the holder thereof to carry on such business at more than one location under any one license and each license shall contain a legal description of the place where the holder thereof operates

such business; provided, however, the foregoing provision shall not apply in the case where a licensee, in addition to his regular license, is granted a Class "E" license to engage in the sale of alcoholic beverages at the place designated in the Class "E" license. In addition, the provisions of this subsection shall not apply to any licensee serving alcoholic beverages at the city auditorium or the Fargodome, pursuant to the provisions of article 18-05 and article 34-01 of the Fargo Municipal Code; provided, however, that all other provisions of this article and all other ordinances of the city of Fargo, not inconsistent herewith, shall apply to any licensee serving alcoholic beverages at the city auditorium or the Fargodome.

- I. Licensee, its agent or employee shall not sell or serve, or permit to be sold or served on the licensed premises any food other than prepackaged, confectionery items such as peanuts, potato chips and similar items. This prohibition shall not apply to licensed establishments which hold a restaurant license or permit pursuant to the provisions of article 13-04 of the Fargo Municipal Code or food items prepared by an article 13-04 licensee for immediate personal consumption and not for resale. Further, licensee may participate in nonprofit public spirited events. A nonprofit public spirited event is one held by an organization not regularly engaged in the business of preparing or selling food who does so for the sale directly to the ultimate consumer at a farmer's market, bake sale, or similar enterprise.
- J. Any licensee holding a Class "AB", Class "ABH", Class "A", Class "C", Class "FA", Class "FA-RZ", Class "G", Class "H", Class "Y", Class "W", or Class "I" license, who also holds a restaurant license, limited restaurant license, or permit issued pursuant to the provisions of Article 13-04 of the Fargo Municipal Code, and who regularly serves food and beverages, may dispense alcoholic beverages in connection with food sales, on tables located on the public sidewalk adjacent to the licensed establishment; provided, that tables on the public sidewalk shall be in accordance with Article 18-03 of the Fargo Municipal Code.
- * K. Any person under 21 years of age may enter and remain in a licensed premises for a designated alcohol-free public event in any licensed premises or in a separate room within the licensed premises where the licensee has determined not to sell or permit consumption or possession of alcoholic beverages on that licensed premises or within the designated separate room within the licensed premises during a specified time period provided the licensee complies with the requirements of this subsection. For purposes of this subsection a public event is any event to which admission is open to the general public and may be gained with or without payment of a fee or an event which is advertised to the general public.
 - 1. The licensee shall give written notice of the intent to operate the premises or separate room within the premises as an alcohol-free area at least 72 hours in advance to the chief of police on a form to be prepared by the chief of police. The notice shall specify which portion of the licensed premises will be used for the alcohol free event or if a separate room within the premises will be used for the alcohol free event. If only a separate room

within the licensed premise will be used for the event, the room must have a point of entry and exit which does not permit those under the age of 21 to enter any portion of the licensed premises where alcoholic beverages are being sold, mixed or consumed. The notice shall define what security measures within the licensed premises or the separate room thereof will be taken to prevent the consumption of alcoholic beverages by persons during the alcohol-free event. The chief of police may, in his discretion, require such additional information from the licensee as is necessary to ensure compliance with this section.

2. Security personnel shall be on the premises in such numbers as to ensure the safety of patrons and to maintain order on the premises as follows:

99 or less - 2 security personnel

100 to 200 - 3 security personnel

201 to 300 - 4 security personnel

301 to 400 - 5 security personnel

401 to 500 - 6 security personnel

501 and over - appropriate number of security personnel as may be determined by the chief of police.

3. The licensee shall post conspicuously at all entrances to the alcohol-free event a notice stating the sale, possession or consumption of alcoholic beverages will not be permitted during the duration of the alcohol-free event and that no participant under the age of 21 is permitted into any area within the licensed premises where alcoholic beverages are sold, consumed, or possessed to include common areas such as hallways or restrooms.
4. During the alcohol-free event, the licensee shall remove from public view and secure all containers of alcoholic beverages as well as de-activate any device used to dispense alcohol in the alcohol free event.
5. The licensee shall have all patrons regardless of age removed from the alcohol free event following the completion of the alcohol-free event and not reopen the licensed premise or the separate room thereof for the sale, possession or consumption of alcohol until one hour after the completion of the alcohol-free event.
6. Smoking shall not be permitted at alcohol-free public events.

* L. Any person under 21 years of age may enter and remain in a licensed premises or in a separate room within the licensed premises for a private event where the licensee has restricted access to invited guests provided that the licensee complies with the requirements

of this subsection. For purposes of this subsection a private event is an event which is not open to the general public to which access is granted to invited guests only, for which no admission fee is paid, and for which no advertising was conducted to the general public.

1. The licensee maintains the responsibility to comply with city ordinance 25-1509 (A) which prohibits selling, serving or dispensing any alcoholic beverage to a person under 21 years of age; or permitting any person under 21 years of age to be furnished with any alcoholic beverage upon the licensed premises.
 2. The room must have a point of entry and exit which does not permit those under the age of 21 to enter any portion of the licensed premises, not designated as the private event, where alcoholic beverages are being sold, mixed or consumed.
 3. The licensee shall post conspicuously at all entrances to the private event a notice stating the sale, possession or consumption of alcoholic beverages by those under the age of 21 will not be permitted and that no participant under the age of 21 is permitted into any area outside of the designated separate room within the licensed premises where alcoholic beverages are sold, consumed, or possessed to include common areas such as hallways or restrooms.
 4. Security personnel shall be on the premises in such numbers as to ensure the safety of patrons and to maintain order.
 5. The licensee shall have all patrons regardless of age removed from the private event following the completion of the private event and not reopen the separate room to the general public for the purpose of the sale, possession or consumption alcohol until one hour after the completion of the private event.
 6. Smoking shall not be permitted at a private event designated under this section.
 7. In addition to the foregoing restrictions and conditions, the licensee shall be governed by all applicable provisions of the Fargo Municipal Code.
- M. Any licensee holding a valid license under Article 25-15 of the Fargo Municipal Code and conducting business as a bowling alley may:
1. Allow the sale, service and consumption of alcoholic beverages in the bowling alley area and concourse adjacent to the bowling alley area during events sanctioned by the American Bowling Congress, Women's International Bowling Congress sanctioned events, or other nationally or regionally recognized bowling associations;
 2. At all other times, the licensee may allow alcoholic beverages to be consumed in the bowling alley area and concourse adjacent to the bowling alley area provided that the alcoholic beverages are purchased and dispensed within the licensed premises.

N.

Removal of wine from restaurant. If a full bottle of wine has been opened and the contents partially consumed, a retail alcoholic beverage licensee whose gross sales of food are at least thirty percent of the gross sales of alcoholic beverages that are consumed on the premises may permit an individual purchasing the bottle in conjunction with the purchase of a meal to remove the bottle on leaving the licensed premises if the licensee re-corks the bottle, seals the bottle with a seal that must be made conspicuously inoperative to reopen the bottle, and places a receipt of sale with the bottle. The removal of the bottle under these conditions is not an off sale of wine and is permitted without an additional license.

** The provisions of this section apply to the licensee's City of Fargo Alcohol License only and do not apply to or grant any exemption from the necessary state liquor license requirements or the provisions of the North Dakota Century Code.*

Source: 1965 Rev. Ord. 25-1509, 1869 (1978), 2090 (1983), 2099 (1983), 2160 (1984), 2162 (1984), 2217 (1985), 2241 (1986), 2264 (1986), 2344 (1987), 2447 (1989), 2509 (1989), 2517 (1990), 2583 (1991), 2584 (1991), 2597 (1991), 2603 (1992), 2645 (1993), 2760 (1995), 2822 (1997), 3015 (1999), 3084 (1999), 4401 (2004), 4476 (2005), 4528 (2006), 4535 (2006), 4565 (2006), 4618 (2007), 4619 (2007), 4626 (2007), 4659 (2008), 4718 (2009), 4973 (2015), 5002 (2015), 5061 (2016), 5085 (2017), 5113 (2017), 5135 (2018), 5311 (2021), 5440 (2024), 5469 (2025).

25-1513. - Revocation, suspension, sanctions or other penalties—Hearing Request.

Revocation, suspension, sanctions or other penalties may not be invoked without a public hearing if requested by the licensee. The city auditor's office shall notify the licensee that it has determined a license compliance violation exists, and shall further provide written notice by email and regular mail to the licensee of the Liquor Control Board's scheduled meeting date and time at which the violation will be considered. If the Liquor Control Board recommends revocation, suspension, sanctions or other penalties, the licensee may request a hearing before the board of city commissioners within ten (10) days of such Liquor Control Board recommendation. The board of city commissioners shall conduct a public hearing, including consideration of the evidence and testimony presented to the Liquor Control Board. The city auditor shall provide written notice to the licensee, specifying the date, time and place of the public hearing before the board of city commissioners, and such notice shall be served upon the licensee or its managing agent in the same manner as provided by law for the service of a summons in a civil action. No hearing shall be held before the board of city commissioners before expiration of fifteen (15) days after the date of the service of the notice upon the licensee.

If, upon such hearing, it appears to the majority of the board of city commissioners that sufficient cause exists for the revocation, suspension, sanctions or other penalty, the board of city commissioners shall issue its findings, conclusions and order which shall then be served on the licensee by certified mail. The findings, conclusions and order of the board of city commissioners is appealable pursuant to Chapter 28-34 of the North Dakota Century Code.

Source: Ord. 5292 (2021).

Editor's note— Ord. 5292, § 2, adopted April 5, 2021, enacted a new § 25-1513 and § 7 of said ordinance renumbered the prior § 25-1513 as § 25-1518. Historical notation has been retained for reference purposes.



July 30, 2026

Fargo City Commission
225 Fourth Street North
Fargo, ND 58102

Re: Special Election Regarding Petition to Change Form of Government

Dear Mayor and Commissioners:

On June 8, 2026, a petition proposing amendments to the Fargo Home Rule Charter and Fargo Municipal Code to change the City's form of government from the commission system of government to a council form of government was filed with the Office of the City Auditor.

By way of background, the City's current Home Rule Charter provides for a commission system of government consisting of five commissioners, all of whom are elected at large. One commissioner serves as Mayor; however, the Mayor and the remaining four commissioners each possess one equal vote on all matters before the City Commission.

The petition proposes amendments to both the Fargo Home Rule Charter and the Fargo Municipal Code to implement a council form of government. Under the proposed council form of government, six council members would be elected from six wards and a mayor would be elected at large. Unlike the current commission form of government, the mayor generally would not vote on matters before the council except to break a tie, but would possess the authority to veto ordinances and resolutions adopted by the council. Any such veto could be overridden by a two-thirds vote of the council members.

Pursuant to N.D.C.C. § 40-04-09, the City Auditor examined the petition and, on July 8, 2026, certified that it was signed by the requisite number of qualified electors. Under N.D.C.C. § 40-04-10, upon issuance of the certificate of sufficiency, the City Commission is required to call a special election to submit the question to the electors. The election must be held not less than sixty (60) days nor more than ninety (90) days after the City Auditor's certification. Accordingly, the special election must be held between September 6 and October 6, 2026.

The enclosed Resolution establishes the date of the special election, approves the ballot language, establishes polling hours, authorizes the City Auditor to designate polling locations, provides for absentee voting, and addresses other administrative matters necessary to conduct the election. A brief summary of those items follows:

Election Date

The Resolution establishes Tuesday, October 6, 2026, as the date of the special election. State law requires absentee voting to be available beginning forty (40) days before the election. Accordingly,

absentee ballots for an October 6 election must be available by August 27, 2026. Selecting October 6 provides the City with the maximum amount of time permitted under state law to prepare for the election, including printing ballots in time to meet the absentee voting deadline and completing the administrative preparations necessary to conduct the election.

Ballot Language

The proposed ballot language is as follows:

CHANGE FROM COMMISSION SYSTEM OF GOVERNMENT

Shall the city of Fargo change from its organization under the commission system of government and become a city under a ward-based council form of government.

Yes ☐

No ☐

North Dakota Century Code section 40-04-10 requires that the ballot present the "issue presented in the petition" in substantially the form set forth in the statute. The proposed ballot language follows the statutory language while adding the phrase "ward-based" before "council form of government." The proposed petition would establish a council consisting of six council members elected from six wards and a mayor elected at large. Because much of the public discussion regarding the proposed change in government has focused on the creation of wards, the additional language is intended to more clearly identify the issue presented in the petition and assist voters in understanding the measure they are being asked to approve or reject.

Polling Locations and Times

The Resolution provides that the polls shall be open from 7:00 a.m. to 7:00 p.m. and that all electors standing in line at the time the polls are set to close must be permitted to vote.

The Resolution further authorizes the City Auditor to designate one or more polling places within the City for the special election. In making that determination, the City Auditor may consider the Fargodome, Fargo Civic Memorial Auditorium, Atonement Lutheran Church, and such other locations within the City as the City Auditor determines appropriate. The three identified locations have confirmed their availability for the October 6, 2026, election.

The Resolution provides the City Auditor with flexibility in designating polling places because the City is continuing to evaluate the resources available to administer the election. Specifically, the City is determining whether Cass County will be able to provide some assistance with election administration and whether electronic voting equipment can be secured from the State. The level of available assistance and equipment may affect the number of polling places the City is able to operate for the special election.

Administration of Election

The Resolution authorizes the City Auditor to take the actions necessary to administer the special election, including appointing election officials, publishing the required notices, administering absentee voting, and utilizing electronic voting equipment, paper ballots, electronic poll books, paper poll books, hand counting of ballots, or other lawful voting methods as necessary depending upon the availability of election equipment.

SUGGESTED MOTION:

I move to adopt the Resolution calling a Special Election regarding the Petition to Change the City's Form of Government.

Sincerely,

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

Ian R. McLean
City Attorney

Encl.

PETITION TO AMEND THE CITY OF FARGO'S HOME RULE CHARTER AND RELATED
ORDINANCES TO INSTITUTE A COUNCIL SYSTEM OF GOVERNMENT.

SUMMARY

This petition intends to amend the City of Fargo's Home Rule Charter and related ordinances to change its system of government from a commission system to a council system.

INITIATIVE PETITION TO THE CITY AUDITOR, CITY OF FARGO, NORTH DAKOTA

We, the undersigned, being qualified electors, request the following initiated measure be placed on the ballot as provided by law.

SPONSORING COMMITTEE

The following are the names and addresses of the qualified electors of the City of Fargo, North Dakota who, as the sponsoring committee for the petitioners, represent and act for the petitioners in accordance with the law:

Arlette Preston – 505 Broadway N., #300, Fargo, ND 58102

Martin Riske – 2901 27th St. S., Fargo, ND 58103

Anthony Gehrig – 1329 9th St. N., Fargo, ND 58102

REASONING

WHEREAS, the State of North Dakota provides that the charter of Home Rule Charter cities (such as Fargo) and the ordinances made pursuant to the charter for the city supersede any law of the state in conflict with the charter and ordinances, and must be liberally construed for such purposes (see N.D.C.C. § 40-05.1-05); and

WHEREAS, state law grants Home Rule Charter cities the authority to provide for all matters pertaining to the “change, selection, or creation of its form and structure of government, including its governing body, executive officer, and city officers.” N.D.C.C. § 40-05.1-06(7); and

WHEREAS, city law recognizes the right of citizens to amend the Fargo Home Rule Charter through the initiative process. Fargo Home Rule Charter, Art. 5(B); and

WHEREAS, the petitioners find it necessary and desirable to propose an amendment to the Home Rule Charter to adopt a city council form of government to replace the current commission form of government;

BE IT ENACTED BY THE CITY OF FARGO:

The Fargo Home Rule Charter and related ordinances be amended as follows:

SECTION ONE. That Article 2 of the Home Rule Charter of the City of Fargo, pertaining to the system of government governing the city, be amended to read as follows:

- A. Subject to the limitations imposed by the constitution of the United States of America, the constitution of the state of North Dakota, state law, and this charter, all powers of the city shall be vested in the elected governing body. The elected governing body shall enact ordinances, adopt annual and long-range budgets, raise revenue, determine policies and prescribe the functions of government to be performed by the city's elected and appointed officials under the authority of this charter.
 1. The Fargo city government shall operate with the ~~commission~~ council form of government. The governing body shall consist of the mayor and ~~four commissioners~~ six council members, forming the ~~board of city commissioners~~ city council. The mayor is the presiding officer of the ~~commission council~~ and the city's chief executive officer. ~~The mayor may participate in all respects in commission action. The mayor shall not vote at meetings of the city council except in case of a tie, where the mayor shall cast the deciding vote.~~
 2. The mayor and all other members of the governing body shall hold office for four years and until a successor has been duly elected and qualified. To qualify after election, the governing board members shall take the following oath or affirmation, filing a signed copy of same with the city auditor.

"I do solemnly swear (or affirm) that I will support the constitution of the United States, constitution of the state of North Dakota, and the home rule charter of the city of Fargo, so help me God (if an oath) under the pains and penalties of perjury (if an affirmation)".
 3. The governing body shall by ordinance, resolution or other appropriate action take such steps as may be necessary to make effective the provisions of this home rule charter.

4. Each member of the governing body shall act as the governing body's representative in examining and reporting on the operations and performance of the major city departments. The individual assignments will be proposed by the mayor and approved by the governing body.
5. ~~At the first meeting of the new governing body after each biennial election, the governing body shall elect one of its members as deputy mayor. The deputy mayor shall perform all of the duties of the office of mayor in the absence or inability of the mayor to act. If the mayor's office becomes vacant, the deputy mayor shall become the acting mayor until the vacancy is filled as provided for in this charter.~~
65. The governing body shall have the sole authority to pass and adopt ordinances, rules and regulations concerning the organization, management and operation of all departments of the city and other agencies created by it for the administration of city affairs.
76. A member of the governing body may serve as a participating member on any board, commission, or other governmental units as may be determined by the governing body. Appointments to these entities shall be made by the mayor and confirmed by the governing body.
87. The governing body shall determine the annual salaries paid to each of its members, including the mayor. The salary levels shall be determined as part of the annual budget.
98. Each elected official before entering the duties of office shall furnish bond in the penal sum which is required by North Dakota state law.
109. The mayor and each of the commissioners shall be elected by all the voters in the city, and shall serve four-year terms. The mayor will be elected in the next regular mayoral election following the passage of the initiative to change the city's system of government to a council system and every four years thereafter. The mayor's term will start begin on such day as is specified by city ordinance.
1110. ~~Two city commissioners shall be elected in the 1986 city election and two in the 1988 city election. The terms shall begin on such day as is specified by city ordinance following each election and shall expire on such day as is specified by city ordinance four years thereafter.~~ City council members shall be elected in the next regular city election following the passage of the initiative to change the city's system of government to a council system. The terms shall begin on such day as is specified by city ordinance following each election and shall expire on such day as is specified by city ordinance four years thereafter, except following the initial election under the city council system of government, in which the terms of half of those council members elected will expire two years thereafter.

- ~~42~~11. Candidates for the governing body must be qualified electors of the city of Fargo, and each council member must be a resident of their ward, and must have been in continuous residence in the city and their respective ward where applicable for at least six months prior to filing their nomination papers.
- ~~43~~12. Any elector desiring to become a candidate for the governing body shall file with the city auditor a statement of such candidacy. The filing must meet the deadline required by law. Each filing shall be accompanied by a filing fee of one hundred dollars (\$100), or in lieu thereof, by a petition signed by 300 qualified electors of the city.
- ~~44~~13. The regular city election shall be held in every even-numbered year on the date specified by city ordinance. The governing body shall be the judge of the election and qualifications of its own members.
- ~~45~~14. Every resident of Fargo who is qualified to vote in North Dakota general elections is qualified to vote in Fargo city elections. The governing body shall establish all the necessary election procedures by ordinance.
- ~~46~~15. Members of the governing body shall be residents of the city of Fargo and their respective ward if a council member and shall surrender their office if such residency is terminated unless stated otherwise by city ordinance. No member of the governing body shall hold a position of remuneration in the employment of the city or any of its agencies or utilities.
- ~~47~~16. Whenever it is necessary for the more efficient supervision and direction of city affairs, the governing body may summon and compel the attendance of witnesses and the production of books and papers, including computer information, before it. The governing body may cite reluctant witnesses for contempt, and may punish contempt with the same fines and penalties as the county judge may impose for contempt of county court.
- ~~48~~17. Any member of the governing board may resign by filing a written resignation with the city auditor. When a vacancy occurs or whenever a resignation is submitted, the governing body may call a special election to fill such vacancy for the unexpired term unless a city-wide election occurs within the next six months. In that case, the governing body may fill the position by appointment until the vacancy is filled by election.
- ~~49~~18. The governing body shall meet in regular sessions at such time as the governing body may establish. Special meetings may be called by the mayor or any two members of the governing body to consider matters listed in the call of such meeting. Written notice of any special meeting shall be given to each member of the governing body.
- B. As the elected head of the city of Fargo, the mayor shall represent or designate a representative at city functions and at meetings, conferences and negotiations

relating to policy matters with other units of government and legislative bodies. The mayor shall represent the city in negotiations with individuals and private or public enterprises when cultural or economic improvement of the city of Fargo may be involved.

1. The mayor shall be the executive officer of the city and shall see that all the laws of the city are enforced. ~~The mayor shall have the right to vote as a member of the board, but shall have no veto power.~~
2. The procedure for making appointments of members to all boards, commissions and other agencies shall be established by city ordinance.
3. The mayor shall cause to be prepared and shall present to the governing body on or before September 1 of each year, the proposed budget for the ensuing fiscal year, which starts on January 1 and ends on December 31. The budget shall be in a form as permitted by state law. The proposed budget shall include all maintenance and operating expenses, all wages and salaries, all carryover cash reserves anticipated from the current fiscal year, and all anticipated revenues from city taxes and fees and all other sources of revenue, and all debt retirement requirements.
4. The proposed budget may establish reserves for equipment replacement and other capital improvement projects.
5. The proposed budget shall include the total anticipated revenue of all city-operated utilities, and the allotment of that revenue to the city treasury, to utility operating expenses, to debt retirement, to capital improvements and to reserves.
6. The mayor in his budget message shall include all long-range plans, in place or anticipated, for major capital improvement and investment programs. The proposed budget shall contain a review of the economic, physical and social conditions and needs of the city, and its long-range plans for cultural and economic development.

SECTION TWO. That Article 5 of the Home Rule Charter of the City of Fargo, pertaining to the amendment or repeal of the charter governing the city, be amended to read as follows:

This Fargo Home Rule Charter may be amended or repealed only by a majority of the electorate voting on charter proposals submitted to them.

- A. Proposals to amend or repeal the Fargo Home Rule Charter may be submitted to the voters by adoption of a resolution approved by a majority of all members of the governing body. The proposed amendment shall be

published in the official newspaper of the city at least 60 days prior to the election at which the matter will be decided.

- B. Fargo citizens also reserve to themselves the right to amend or repeal this home rule charter by the initiative process. Petitions for such purpose must conform to the rules prescribed in this charter on initiative and referendum of ordinances.
- C. The complete amendment must be printed on the petitions. When petitions to amend or repeal are certified as valid, a proposal must be submitted to the voters at the next city-wide election occurring at least 60 days after publication of the petition in the official newspaper of the city. The ballot question shall be "Shall such amendment be approved?" If there is a majority of "Yes" votes of those voting on the matter, the charter amendment becomes effective ten days after the election results are certified.
- D. If either the governing body or an initiative petition seeks to repeal the Fargo Home Rule Charter, the ballot proposal must establish the form of government which would replace the system established by this charter.
- E. If the majority of the votes cast on the question of changing the system of government of the city of Fargo favor changing to a council system of government, the existing Board of City Commissioners shall appoint an independent committee to divide the city of Fargo into six wards. Each ward must be formed from contiguous territory, be reasonably compact, and all wards must be numbered consecutively and must have, as nearly as practicable, the same number of inhabitants.

SECTION THREE. That Fargo Municipal Code Chapter 2, currently relating to the city commission, be amended to read as follows:

CHAPTER 2 – BOARD OF CITY COMMISSIONERS CHAPTER 2 – CITY COUNCIL

SECTION FOUR. That Fargo Municipal Code Art. 2-01, currently relating to the city commission, be substituted with the language as follows:

ARTICLE 2-01 – DUTIES OF CITY COUNCIL – SERVICE ON OTHER BOARDS OR COMMISSIONS – DUTIES OF PRESIDENT – SALARY OF COUNCIL MEMBERS AND MAYOR - MEETING

2-0101. City council - Who constitutes.

The governing body of a city operating under the council form of government is the city council, which is composed of the mayor and six council members.

2-0102. City Council – Duties.

The mayor and six council members, hereafter collectively known as the city council, shall be the governing body of the city of Fargo and shall perform all duties as specified by the laws of the state of North Dakota, the Fargo Home Rule Charter, and the ordinances of the city of Fargo.

2-0103. Additional duties – Appointments to other bodies – Terms of such appointments.

Members of the city council who are appointed by said council as representatives of the city on other boards, commissions, councils, or any other group or organization, shall be deemed to have been appointed for a term of one year unless otherwise specified in said appointment by the city council.

2-0104. Governing body is judge of election and qualifications of members.

The city council shall be judge of the election and qualifications of its own members.

2-0105. Number of council members.

The number of council members is not less than six. The number of council members may be increased or decreased pursuant to Art. 5 of the Home Rule Charter of the City of Fargo.

2-0106. Election of council members.

Council members must be elected by wards.

2-0107. Qualifications of council members.

An individual is not eligible to the office of council member if the individual is not a qualified elector of and resident within the ward for which the individual was elected.

2-0108. Term of office of council members - Staggered terms following initial election.

Council members shall hold office for four years and until their successors are elected and qualified. The city council shall stagger the terms of council members following the initial election under the council system of government to allow half of the council to stand for election every two years. The alternation of council members' terms shall be determined as follows: of the six council members elected from each of their respective wards at the election following the adoption of the council form of government, the three receiving the greatest number of votes shall serve a four-year term and the three receiving the fewest number of votes shall serve a two-year term.

2-0109. Salary of council members.

The salary of each member of the city council of the city of Fargo shall not exceed the sum as established by the city council in the annual budget.

2-0110. Vacancies on council - How filled.

If a vacancy occurs in a city council office by death, resignation, or otherwise, the city council may call a special city election to fill the vacancy for the unexpired term, or may, after fifteen days of the date of the vacancy appoint a person from the ward in which the council member previously holding was elected or appointed to fill the vacancy until the next city election, at which election the unexpired term must be filled. Upon petition of five percent of the qualified electors of the ward, as determined by the total number of votes cast in that ward in the last city general election, the council shall call a special election to

fill a vacancy occurring more than six months before the next city election, if the petition has been submitted within fifteen days and before four p.m. of the fifteenth day of the date of the vacancy or of the vacancy being filled by appointment. If the petition is mailed, it must be in the possession of the city auditor before four p.m. on the fifteenth day after the vacancy occurs or after the vacancy was filled by appointment.

2-0111. Limitation on terms.

No member of the city council may serve more than three (3) successive four-year terms; provided, that such term limitation shall be subject to the following:

- A. Any member elected to a term of less than four years as a result of a vacancy on the city council shall be eligible to serve three additional four-year terms and any such partial term or terms shall not be deemed to interrupt a succession of four-year terms.
- B. Any member who has completed three successive four-year terms shall not be eligible for re-election until the next regular election following the expiration of such member's third successive term.
- C. Any member who has served in the capacity of mayor, as well as city council member, may not serve more than four (4) successive four-year terms.
- D. The provisions of this ordinance apply to the terms of the existing mayor and commission members at the time of the passage of the initiative to change the city's system of government to a council system.

2-0112. Restrictions on members of council.

Except as provided in this section, no member of the city council shall:

- A. Be eligible to any other office the salary of which is payable out of the city Treasury;
- B. Hold any other office under the city government; or
- C. Hold a position of remuneration in the employment of the city.

2-0113. Regular meetings of the city council – When and where held.

A regular meeting of the city council of the city of Fargo, North Dakota, shall be held at 5:00 p.m. at least once every two weeks and at such additional times as the city council may establish. The meetings shall be held at the city hall, except that a majority of the city council may, at any regular or special meeting, vote to dispense with and not hold any regular meeting. The city council shall, by resolution adopted on or before December 1 of the preceding year, establish the schedule of meetings for the following calendar year.

2-0114. When president and vice president of council elected.

At the organizational meeting in each even-numbered year, the members of the city council shall proceed to elect from their number a president and a vice president who shall hold their respective offices until their successors are elected at the organization meeting following the next biennial election.

2-0115. Presiding officer of council in absence or disability of mayor - President of council.

The president of the city council shall be the presiding officer of the council in the absence or temporary disability of the mayor. In the absence or disability of the mayor and president of the city council, the vice president shall be the presiding officer.

2-0116. Mayor - Qualifications - Term.

The chief executive officer of the city is the mayor. The mayor shall be a qualified elector within the city and shall hold office for four years and until a successor is elected and qualified.

2-0117. Compensation of mayor.

The salary of the mayor of the city of Fargo shall not exceed the sum as established by the city council in the annual budget.

2-0118. Vacancy in office of mayor - Filled by election or by council - President of council to be acting mayor.

If a vacancy occurs in the office of mayor, the city council may call a special city election to fill such vacancy for the unexpired term or may, after fifteen days from the date of such vacancy, elect one of its members to act as mayor. The member so elected shall possess all the rights and powers of the mayor until the next election and until a mayor is elected and qualified. Upon petition of five percent of the qualified electors, as determined by the total number of votes cast in the city in the last city general election, the council shall call a special election to fill a vacancy occurring more than six months prior to the next city election, provided such petition is submitted within fifteen days of the date of such vacancy. During the interim between the date when a vacancy occurs in the office of mayor and election and qualification of a successor, the president of the city council shall be the acting mayor.

2-0119. Absence or disability of mayor - Acting mayor.

During the absence of the mayor from the city or during the mayor's temporary disability, the president of the city council shall be the acting mayor and shall possess all the powers of the mayor. In the absence or disability of the mayor and president of the city council, the vice president of the city council shall be the acting mayor.

2-0120. Mayor to preside at council meetings - Voting power of mayor.

The mayor shall preside at all meetings of the city council, but shall not vote except in case of a tie, when the mayor shall cast the deciding vote.

2-0121. Mayor to perform duties prescribed by law - Enforce laws and ordinances.

The mayor shall perform all duties prescribed by law or by the city ordinances and shall see that the laws and ordinances are faithfully executed.

2-0122. Inspection of books, records, and papers of city by mayor.

The mayor, at any time, may examine and inspect the books, records, and papers of any agent, employee, or officer of the city.

2-0123. Ordinance or resolution signed or vetoed by mayor.

The mayor shall sign or veto each ordinance or resolution passed by the city council. Any action vetoed by the mayor may be overridden by the city council as provided under Fargo Municipal Code § 2-0124.

2-0124. Ordinances and resolutions adopted by city council - Mayor's veto power - Reconsideration after veto.

An ordinance or resolution adopted by the city council is not enacted until the ordinance or resolution is approved by the mayor or passed over the mayor's veto. An ordinance or resolution passed by the city council must be deposited in the office of the city auditor for the approval of the mayor. If the mayor approves the ordinance or resolution, the mayor shall sign the ordinance or resolution. An ordinance or resolution not approved by the mayor must be returned by the mayor with the mayor's objections in writing to the next regular or special meeting of the city council occurring not less than five days after the passage of the ordinance or resolution. The veto may extend to an entire ordinance or resolution or to any one or more items or appropriations contained in any ordinance or resolution making an appropriation. If a veto extends to only a part of an ordinance or resolution, the residue takes effect. If the mayor fails to return any ordinance or resolution with the mayor's objections within the time specified in this section, the mayor is deemed to have approved the ordinance or resolution. Any veto of an ordinance or resolution may be overridden by the city council, if two-thirds of its members pass a motion to override the veto. Upon such action, the ordinance or resolution is effective notwithstanding the veto. The vote to pass an ordinance or resolution over the mayor's veto must be taken by yeas and nays and entered in the minutes.

2-0125. Messages to council.

The mayor annually and from time to time shall give the council information relative to the affairs of the city and shall recommend for its consideration such measures as the mayor may deem expedient.

2-0126. Mayor may administer oaths.

The mayor of the city of Fargo may administer oaths and affirmations.

SECTION FIVE. That a new article to Fargo Municipal Code Chapter 2 be created and enacted as follows:

ARTICLE 2-03 – ESTABLISHMENT OF WARDS – CHANGES TO WARDS

2-0301. Changing the boundaries of wards and precincts.

The names and boundaries of the wards and precincts in a city may be changed by an ordinance adopted by a majority vote of the members of the governing body. Such ordinance shall be introduced at a regular meeting of the council, and before final action is taken on the proposed ordinance, it shall be published in the official newspaper of the city once each week for four successive weeks. When the name or boundaries of wards are fixed by ordinance, the names and boundaries thereof shall not be changed for a period of two years, except by adding thereto territory which is added to the city limits. Each ward must be formed from contiguous territory, be reasonably compact, and all wards must be numbered consecutively and must have, as nearly as practicable, the same number of inhabitants.

2-0302. Changes to be made in papers, plats, and records of municipality.

Whenever a change to the names or boundaries of wards is made, the governing body of the municipality shall direct the municipal attorney to cause to be made all needful changes in papers, plats, and matters of record.

2-0303. City auditor to make changes in assessment list.

The city auditor shall make any changes in assessment lists necessitated by any change in the names or boundaries of the wards in the municipality.

2-0304. Holding elections in new ward or wards.

Ten days before the regular municipal election following any change in the wards in the municipality, the governing body shall designate the proper polling place or places for the new ward or wards, appoint judges and clerks therefor, make all necessary provisions for holding the election, and designate the several officers to be chosen therefrom.

2-0305. Council member changing wards can continue in office.

A council member who was duly elected, but because of the change in boundaries of the ward no longer resides within the ward from which the member was elected, but is still residing within the city limits, can continue in office for the term for which the member was elected and until a successor is duly elected and qualified for the ward.

COMMISSIONER _____ introduced the following resolution and moved its adoption:

RESOLUTION
[Special Election Matters – Change of Form of Government]

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

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

WHEREAS, on June 8, 2026, the City received a petition proposing to change the City's form of government from a commission system of government to a council form of government. The petition further proposes that the council form of government consist of six council members elected from six wards and a mayor elected at large;

WHEREAS, on July 8, 2026, pursuant to N.D.C.C. § 40-04-09, the City Auditor examined the petition, determined that it was signed by the requisite number of qualified electors, and certified the petition as sufficient by issuing a certificate of sufficiency;

WHEREAS, pursuant to N.D.C.C. § 40-04-10, upon the filing of a petition accompanied by the City Auditor's certificate of sufficiency, the governing body shall call a special election at which only the question of changing from the commission system of government shall be submitted to the electors, and such election must be held not less than sixty (60) days nor more than ninety (90) days after the date of the City Auditor's certificate of sufficiency. Accordingly, the special election authorized by this Resolution must be held between September 6, 2026, and October 6, 2026;

WHEREAS, pursuant to N.D.C.C. § 40-04-10, the ballot used at the election shall include the issue presented in the petition in substantially the form set forth in N.D.C.C. § 40-04-10; and

WHEREAS, the Board of City Commissioners wishes to establish a date for the special election to be held, to approve the form of ballot question to be presented to the city electorate, and to authorize other matters related to the administration of said special election.

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

SECTION ONE. That a special election is hereby called for Tuesday, October 6, 2026, at which the ballot question set forth in Section Two shall be submitted to the qualified electors of the City of Fargo.

SECTION TWO. That the following ballot question is hereby approved for submission to the qualified electors at the special election:

CHANGE FROM COMMISSION SYSTEM OF GOVERNMENT

Shall the city of Fargo change from its organization under the commission system of government and become a city under a ward-based council form of government.

Yes []

No []

SECTION THREE. That the City Auditor is hereby authorized and directed to designate one or more polling places within the City of Fargo for the special election. In making such designations, the City Auditor may consider the Fargodome, Fargo Civic Memorial Auditorium, Atonement Lutheran Church, and such other locations within the City as the City Auditor determines appropriate.

SECTION FOUR. That the polling places shall open on the date of the special election at 7:00 A.M. and remain open until 7:00 P.M., provided that all electors standing in line to vote at the time the polls are set to close must be allowed to vote, but electors arriving after closing time shall not be allowed to vote, as provided by N.D.C.C. § 16.1-01-03.

SECTION FIVE. That absentee voting be provided as set forth in N.D.C.C. ch. 16.1-07.

SECTION SIX. That the City Auditor is hereby authorized and directed to take such actions as may be necessary and appropriate for the administration of the special election, including, but not limited to, appointing election inspectors, election judges, poll clerks, and such other election workers as may be required by law, providing all required training, procuring election supplies and equipment, and taking all other actions necessary to conduct the special election in accordance with N.D.C.C. Title 16.1.

SECTION SEVEN. That the City Auditor is hereby authorized to utilize electronic voting equipment, paper ballots, paper poll books, electronic poll books, hand-counting of ballots, or any combination thereof as may be necessary to administer the special election in accordance with North Dakota law.

SECTION EIGHT. The City Auditor is authorized and directed to publish all notices required by law in connection with the special election.

Mayor

Attest:

Deputy City Auditor on behalf
of the City Auditor

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



August 3, 2026

To: Board of City Commissioners
Fr: Michael Redlinger, City Administrator
Re: Approve 2027 Preliminary Budget and Schedule Public Hearing for the 2027 City of Fargo Budget for Monday, September 14, 2026 at 5:05 p.m.

The City Commission recently held a three-day Budget Workshop on July 20, 21, and 22 and following these sessions, met as the Finance Committee on July 27, 2026. The purpose of the Budget Workshop and Finance Committee meeting was to discuss the City of Fargo's proposed 2027 Budget. Presentations were provided by the Budget Team and Department Heads, and a balanced Preliminary 2027 Budget was presented for City Commission consideration.

The next step in the budget approval process is to discuss and approve the Preliminary 2027 Budget and schedule a Public Hearing per the requirements of North Dakota Century Code. The Cass County Auditor's Office is required by law to send a consolidated notice to taxpayers to notify them of the dates, times, and locations for all taxing entities' public hearings.

The City of Fargo's budget hearing is scheduled for Monday, September 14, 2026 at 5:05 p.m. The Final 2027 Budget adoption is due no later than October 12, 2026. On Monday, August 4, the City Commission will receive a presentation on the Preliminary 2027 Budget and discuss the remaining steps in the approval process.

Recommended Action: Approve the 2027 Preliminary Budget as presented at the August 3, 2026 City Commission meeting and schedule the Public Hearing for the 2027 City of Fargo Budget for Monday, September 14, 2026 at 5:05 p.m.

July 30, 2026

TO: Board of City Commissioners
FROM: Michael Redlinger, City Administrator
RE: GTC Relocation Status Update

MJR

I wanted to provide the Commission an update after the Finance meeting. We are working to temporarily relocate Transit to the old police building at 222 4th Street North. Transit has operated out of the old Public Health building when work was being done on their facility so this can be accomplished quite quickly. This would allow time for the Transit Coordinating Committee to review how it operates today and what a modernized system could look like.

There have been a few options we have reviewed for Municipal Court. First, we visited with the County, but they did not have anything available. We also had discussions with West Fargo, who does have offices and court room space available. We are also evaluating using the old Commission chambers along with the associated offices. This option has a few hurdles that we are working through but are working diligently to get through them. I am happy to answer any additional questions.