

FARGO CITY COMMISSION AGENDA
Monday, February 2, 2026 - 5:00 p.m.

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

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

CONSENT AGENDA – APPROVE THE FOLLOWING:

- 1. Application for Abatement or Refund of Taxes #4633 for the property located at 1108 18th Street North requesting a reduction in value for 2025 from \$221,600.00 to 70,000.00; staff is recommending a reduction in value to \$84,400.00 for 2025.
- 2. Application for Abatement or Refund of Taxes #4634 for the property located at 1122 4th Avenue North requesting a reduction in value for 2024 from \$281,200.00 to \$181,800.00; staff is recommending a reduction in value to \$181,800.00 for 2024.
- 3. Application for Abatement or Refund of Taxes #4635 for the property located at 1122 4th Avenue North requesting a reduction in value for 2025 from \$281,200.00 to \$181,800.00; staff is recommending a reduction in value to \$181,800.00 for 2025.
- 4. Waive requirement to receive and file an Ordinance one week prior to 1st reading and 1st reading of an Ordinance Amending Section 21-0601.1 A of Article 21-06 of Chapter 21 of the Fargo Municipal Code Relating to Flood Plain Management.
- 5. Settlement Agreement and Release with Joyce B. Cole Trust U/A dated 1/16/92.
- 6. Applications for Games of Chance.
- 7. Memorandum of Understanding - Storm Water Pond and Park Facilities with the Park District of the City of Fargo.
- 8. Permanent Easement (Water Main) with John T. Jones Construction, Inc.
- 9. 2026 Truck Route Map Changes for Overdimensional Vehicles.
- 10. Contribution Agreement with Cass County Electric Cooperative for sink hole repairs at 23rd Avenue South and 55th Street.
- 11. Developer Agreement with GH Properties, LLC for property located in the 500 block of 18th Street North.
- 12. Revision to the Sanitary Sewer Service Repair Policy.

13. Purchase Agreement with Jason R. Eid as Personal Representative of the Estate of Gerald D. Eid (Project No. BN-26-D1).
14. Purchase Agreement with Brookstone Property LLC (Project No. BN-26-D1).
15. Change Order No. 6 in the amount of \$1,162.55 for Project No. TN-24-A1.
16. Bid advertisement for Project No. PR-26-B.
17. Bid advertisement for Project No. SR-26-A.
18. Permanent Easement (Street and Utility) with Fargo Public School District No. 1 (Improvement District No. BR-26-G1).
19. Amendment No. 1 in the amount of \$13,365.00 for Improvement District No. BN-24-B2.
20. Amendment No. 4 in the amount of \$383,715.00 for Improvement District No. BR-23-G0.
21. ND Department of Transportation Preliminary Engineering Reimbursement Agreement (Improvement District No. PR-28-A1).
22. Declare protests insufficient for Improvement District No. BR-23-A.
23. Declare protests insufficient for Improvement District No. BR-26-H.
24. Create Improvement District No. BR-26-C and adopt Resolution of Necessity (Paving and Utility Rehab/Reconstruction).
25. Create Improvement District No. PR-26-C and adopt Resolution of Necessity (Seal Coat).
26. Bid awards for HVAC Project at Police Department Headquarters (ITB26052):
 - a. Gast Construction Company, Inc. in the amount of \$180,100.00 (general contract).
 - b. Peterson Mechanical, Inc. in the amount of \$1,137,300.00 (mechanical contract).
27. Third Amendment to Agreement between Ovations Food Services, LP d/b/a OVG Hospitality (f/k/a Spectra Food Services & Hospitality) and the Fargo Dome Authority.
28. Items from FAHR Meeting:
 - a. Receive and file Sales Tax Update - Accrual basis.
 - b. Purchase of the EHS Insight claims module for 2026 at a cost of \$9,132.49.
29. Amendment to the Findings of Fact, Conclusions and Order for property located at 1544 3rd Avenue South to allow a 60-day extension of time to 3/27/26.
30. Professional Services Agreement - Data Collection/Data Processing with Fugro USA Land, Inc. (RFP26019).
31. Agreement with Trimble, Inc. for cloud hosted version of Cityworks software (EX26087).
32. Cyber Incident IT Mutual Aid Agreement with Cass County and West Fargo.
33. Bid award to Sanitation Products in the amount of \$216,371.00 for the purchase of one three wheeled mechanical street sweeper (RFP26260).

34. Bid award to Northdale Oil, Inc. in the amount of \$967,520.00 for the purchase of fuel for the 3rd and 4th quarters of 2026 and execute the Forward Fuel Contract (RFP26065).
35. Bid awards for Aggregate Materials, Concrete, Concrete Materials, Asphalt, Emulsified Asphalt and black dirt as presented (RFP26064).
36. Bid award to Johnson & Schock Excavating in the amount of \$794,945.00 for Project No. WA2504.
37. Bills.

REGULAR AGENDA:

PUBLIC HEARINGS - 5:05 pm:

38. **PUBLIC HEARING** – CONTINUED to 3/2/26 - Application for a Class “GH” Alcoholic Beverage License for Moonrise Café LLC d/b/a Moonrise Café LLC to be located at 111 Broadway North.
39. **PUBLIC HEARING** – CONTINUED to 3/2/26 - Application for a Class “VWB” Alcoholic Beverage License for Cellar 624, LLC d/b/a Cellar 624 to be located at 624 Main Avenue, Suite 5.
40. **PUBLIC HEARING** – CONTINUED to 3/2/26 – Application for a Class “FA-RZ” Alcoholic Beverage License for Dakota Food Group LLC d/b/a Teddy’s to be located at 624 Main Avenue, Suite 4.
41. **PUBLIC HEARING** – RLN Business Park Third Addition (4583 33rd Street North and 3108 46th Avenue North); approval recommended by the Planning Commission on 10/7/25:
 - a. Zoning Change from LI, Limited Industrial and AG, Agricultural to LI, Limited Industrial and P/I, Public and Institutional.
 - b. 1st reading of rezoning Ordinance.
 - c. Plat of RLN Business Park Third Addition.
42. 2025 Downtown Fargo Business Improvement District Overview.
43. Design decision for the 12th Avenue North bridge project.
44. Application for Abatement or Refund of Taxes #4632 for the property located at 1112 10th Street North requesting a reduction in value for 2024.
45. Applications for Property Tax Exemptions for Improvements Made to Buildings:
 - a. Shannon and Peter Chamberlin (5 years).
 - b. James and Kristi Kirkeby (5 years).
 - c. Jade and Laney Witty (5 years).
 - d. Roger and Lynn Burris (5 years).
 - e. Darin and Katherine Sherva (5 years).
46. Liaison Commissioner Assignment Updates.
47. **PUBLIC COMMENTS (2.5 minutes will be offered for comment with a maximum of 30 minutes total for all public comments. Individuals who would like to address the**

Commission, whether virtually or in person, must sign-up at FargoND.gov/VirtualCommission).

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

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



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

January 23, 2026

Board of City Commissioners
City Hall
Fargo, ND 58102

Dear Commissioners:

Attached is the Application for Abatement or Refund of Taxes #4633. The applications are for a residence located at 1108 18th St N. The application requests the following:

A reduction of the 2025 assessment from \$221,600 to \$70,000

The applicant has waived the hearing at the city level.

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

SUGGESTED MOTION:

**Approve a reduction of the property value at 1108 18th St N in the following manner:
#4633 – reduce the 2025 certified value to \$84,400**

Sincerely,

Michael Splonskowski

Michael Splonskowski
Fargo City Assessor

Appeal of Property Tax Assessment City of Fargo Staff Report

General Appeal Information

Tax Year: 2025
Filed Via: Abatement #4633
Parcel Number: 01-0100-00430-000
Address: 1108 18th St N
Owner Name: AQ Services LLC
Appellant: Andy Quittschreiber
Requested Value: \$70,000

Subject Property



Property Type:	Single Family Home
Story Height:	1 Story
Year Built:	1928
Size (SF):	1,026 sf
Transaction History:	\$70,900 - November 2025
True and Full Value:	\$ 221,600 (\$ 216 / sf)

Appeal Summary

The 2025 value of this property has been appealed due to it being uninhabitable and in a state of severe disrepair at the time of sale. According to the appellant, the property was listed for a few years because of a divorce settlement, during which no maintenance was performed. Burst water lines allowed water into the basement, so the utilities were shut off, and a storm disconnected the power line from the house. As a result, water and mold damage was present in the basement, and part of the foundation wall buckled in the middle.

City of Fargo Staff Analysis

The property was inspected in 2025 as part of our reappraisal and for this abatement. The information was reviewed and confirmed for the property. It is currently undergoing renovation.

Assessment Fairness

To test for assessment fairness, we typically compare the true and full value to that of similar properties. However, we do not have any similar properties in poor condition to compare for equalization purposes.

Valuation Accuracy

We typically test the accuracy of the true and full value by studying comparable sale prices. However, the only sales we have of properties in similar condition would be non-arm's length transactions, limiting the usability to determine if these are selling at market prices.

Cost Approach

A new cost approach with updated information was calculated for the property. The approach considers the property in poor condition and adds functional obsolescence for above normal damage. The new cost indicates a value of \$84,400, or \$82/SF. This value is significantly below the current assessment.

Conclusion

We agree that the subject's 2025 value was overstated. The sale is not considered arms-length due to the circumstances, so the recommendation follows the cost approach and is higher than the amount requested. The cost approach captures the condition and excessive disrepair of the house and considers its effect to value. Given all the information we feel that the cost approach is a fair and reasonable valuation.

Recommended Action:

Approve the value reduction down to \$84,400 for the 2025 tax year.

Application For Abatement Or Refund Of Taxes

North Dakota Century Code § 57-23-04

RECEIVED

File with the County Auditor on or before November 1 of the year following the year in which the tax becomes delinquent.

State of North Dakota Assessment District Fargo
 County of Cass Property I.D. No. 01-0100-00430-000
 Name AQ Services LLC Telephone No. (218) 298-1781
 Address 1108 18th St. N. - Fargo, ND 58102

Legal description of the property involved in this application:
 Lot: 9 Block: 4 BEARDSLEYS LOT 9 BLK 4

RECEIVED

JAN 05 2026

FARGO ASSESSOR

Total true and full value of the property described above for the year 2025 is:
 Land \$ 35,100
 Improvements \$ 186,500
 Total \$ 221,600
 (1)

Total true and full value of the property described above for the year 2025 should be:
 Land \$ 35,100
 Improvements \$ 34,900
 Total \$ 70,000
 (2)

The difference of \$ 151,600.00 true and full value between (1) and (2) above is due to the following reason(s):

- 1. Agricultural property true and full value exceeds its agricultural value defined in N.D.C.C. § 57-02-27.2
- 2. Residential or commercial property's true and full value exceeds the market value
- 3. Error in property description, entering the description, or extending the tax
- 4. Nonexisting improvement assessed
- 5. Complainant or property is exempt from taxation. Attach a copy of Application for Property Tax Exemption.
- 6. Duplicate assessment
- 7. Property improvement was destroyed or damaged by fire, flood, tornado, or other natural disaster (see N.D.C.C. § 57-23-04(1)(g))
- 8. Error in noting payment of taxes, taxes erroneously paid
- 9. Property qualifies for Homestead Credit (N.D.C.C. § 57-02-08.1) or Disabled Veterans Credit (N.D.C.C. § 57-02-08.8). Attach a copy of the application.
- 10. Other (explain) Property was at brink of being condemned and purchased for \$70,000 Nov. 2025

The following facts relate to the market value of the residential or commercial property described above. For agricultural property, go directly to question #5.

1. Purchase price of property: \$ 70,000 Date of purchase: 11/21/2025
 Terms: Cash Contract Trade Other (explain) _____
 Was there personal property involved in the purchase price? no Estimated value: \$ _____
 yes/no

2. Has the property been offered for sale on the open market? yes If yes, how long? 15 months
 yes/no
 Asking price: \$ \$99,000 Terms of sale: As is

3. The property was independently appraised: yes Purpose of appraisal: for bank financing
 yes/no
 Market value estimate: \$ 70,000
 Appraisal was made by whom? Judy Johnson - Bravera Bank

4. The applicant's estimate of market value of the property involved in this application is \$ 70,000

5. The estimated agricultural productive value of this property is excessive because of the following condition(s): 0

Applicant asks that a refund/abatement be made to reflect the true and real value of this property for the tax year 2025. Property was completely abandoned for almost 5 years and at the brink of being condemned and resulted in City of Fargo Assessor to not have access for properly adjusting assesment.

By filing this application, I consent to an inspection of the above-described property by an authorized assessment official for the purpose of making an appraisal of the property. I understand the official will give me reasonable notification of the inspection. See N.D.C.C. § 57-23-05.1.

I declare under the penalties of N.D.C.C. § 12.1-11-02, which provides for a Class A misdemeanor for making a false statement in a governmental matter, that this application is, to the best of my knowledge and belief, a true and correct application.

Signature of Preparer (if other than applicant) _____ Date _____ Signature of Applicant [Signature] Date 12/21/25

Recommendation of the Governing Body of the City or Township

Recommendation of the governing board of _____

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

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

Action by the Board of County Commissioners

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

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

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

Dated _____

County Auditor Chairperson

Certification of County Auditor

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

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

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

Year	Reduction in Taxable Valuation	Reduction in Taxes

County Auditor Date

Application For Abatement Or Refund Of Taxes

AQ Services LLC

Name of Applicant

46333

County Auditor's File No.

12/29/25

Date Application Was Filed With The County Auditor

12/29/25

Date County Auditor Mailed Application to Township Clerk or City Auditor

(must be within five business days of filing date)



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ASSESSOR'S OFFICE
Fargo City Hall
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Fargo, ND 58102
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www.FargoND.gov

January 27, 2026

Board of City Commissioners
City Hall
Fargo, ND 58102

Dear Commissioners:

Attached is the Application for Abatement or Refund of Taxes #4634. The applications are for a residence located at 1122 4th Ave N. The application requests the following:

A reduction of the 2024 assessment from \$281,200 to \$181,800

The applicant has waived the hearing at the city level.

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

SUGGESTED MOTION:

**Approve a reduction of the property value at 1122 4th Ave N in the following manner:
#4634 – reduce the 2024 certified value to \$181,800**

Sincerely,

Michael Splonskowski
Michael Splonskowski
Fargo City Assessor

Appeal of Property Tax Assessment City of Fargo Staff Report

General Appeal Information

Tax Year: 2024
Filed Via: Abatement #4634
Parcel Number: 01-2382-03730-000
Address: 1122 4th Ave N
Owner Name: 1st Flooring Properties LLC
Appellant: Joe Day
Requested Value: \$181,800

Subject Property



Property Type:	Single Family Home
Story Height:	Two Story
Year Built:	1914
Size (SF):	1,400 sf
Transaction History:	\$175,100 - January 2022
True and Full Value:	\$ 281,200 (\$ 201 / sf)

Appeal Summary

This 2024 value of this property has been appealed due to a reduction in value in 2026, as part of our normal reappraisal. The property was partially remodeled with office space on the main floor, and a new garage built in 2022. The subject is unique for this class of properties, in that it has two rentable units, one office space and one residential apartment, so there aren't any sales to compare it with. That being the case, with there only being one usable kitchen, the property would most likely sell like a single-family dwelling.

City of Fargo Staff Analysis

The property was inspected in 2024 and 2025 as part of our reappraisal. The unique configuration of the subject makes it difficult to specify which class of property it is. We have been through the house and confirmed the information we have on it as accurate.

Assessment Fairness

To test for assessment fairness, we compare the true and full value to that of similar properties. We identified 29 similar properties. Comparably assessed properties ranged from \$103/SF to \$148/SF, with a median of \$115/SF. This list is available from our work file upon request.

Valuation Accuracy

We tested the accuracy of the true and full value by studying comparable sale prices. The following sales are comparable to the subject. The comparable sales range from \$79/SF to \$172/SF, with the median sales price at \$159/SF. The subject was valued higher than the median sale price.

Address	Story Height	Year Built	Baths	Garage Stalls	Size (SF)	Sale Date	Sale Price (w/ SPUN)	Price / SF
1015 5 AVE S	2 Sty	1897	1	0	1218	29-Mar-24	208200	\$170.94
1117 COLLEGE ST N	2 Sty	1916	2	1	1364	05-Jun-24	160000	\$117.30
1123 11 ST N	2 Sty	1927	3	2	1380	01-Jul-24	238000	\$172.46
818 UNIVERSITY DR N	2 Sty	1923	1	2	1419	15-Oct-24	231000	\$162.79
415 12 ST N	2 Sty	1907	2	2	1522	17-Oct-24	180100	\$118.33
911 10 ST N	2 Sty	1908	3	1	1372	25-Nov-24	212800	\$155.10
921 4 AVE S	2 Sty	1903	3	1	1495	13-Dec-24	250000	\$167.22
1320 1 AVE S	2 Sty	1900	2	0	1721	20-Dec-24	136000	\$79.02
1015 5 AVE S	2 Sty	1897	1	0	1218	29-Mar-24	208200	\$170.94
Subject	2 Sty	1914	2	3	1,400	Original	\$ 281,200	\$ 201
						Recommended	\$181,800	\$ 130

Cost Approach

A new cost approach with updated information was calculated for the property. The approach considers the property condition and the presence of a new, large garage. The new cost indicates a value of \$181,800, or \$130/SF. This value is significantly below the current assessment.

Conclusion

We agree that the subject's 2024 value was overstated. The sales show a median sale price of \$159/SF and comparably assessed properties are valued at a median of \$115/SF. The value suggested by our adjusted cost approach brings the property into a range supported by the sales and comparable assessments. We feel that the condition of the property is on the lower end of average, placing it lower than the median sales, while the contribution of the new garage places the value higher than the median of the comparably assessed properties.

Recommended Action:

Approve the value reduction down to \$181,800 for the 2024 tax year.

Information provided above is a summary of the analysis conducted. Full analysis is provided in the Assessment Department's work file.

Application For Abatement Or Refund Of Taxes

North Dakota Century Code § 57-23-04

File with the County Auditor on or before November 1 of the year following the year in which the tax becomes delinquent.

State of North Dakota Assessment District Fargo
 County of Cass Property I.D. No. 01-2382-03730-000
 Name 1st Flooring Properties LLC Telephone No. (701) 318-1215
 Address 1122 4 Ave N

Legal description of the property involved in this application:
Lot E 50 ft of 2 95 ft of 5 & 6 Block 36 Addition Roberts 2nd

Total true and full value of the property described above for the year 2024 is:
 Land \$ 23,200
 Improvements \$ 258,000
 Total \$ 281,200
 (1)

Total true and full value of the property described above for the year 2024 should be:
 Land \$ 23,200
 Improvements \$ 156,300
 Total \$ 181,800
 (2)

The difference of \$ 99,400.00 true and full value between (1) and (2) above is due to the following reason(s):

- 1. Agricultural property true and full value exceeds its agricultural value defined in N.D.C.C. § 57-02-27.2
- 2. Residential or commercial property's true and full value exceeds the market value
- 3. Error in property description, entering the description, or extending the tax
- 4. Nonexisting improvement assessed
- 5. Complainant or property is exempt from taxation. Attach a copy of Application for Property Tax Exemption.
- 6. Duplicate assessment
- 7. Property improvement was destroyed or damaged by fire, flood, tornado, or other natural disaster (see N.D.C.C. § 57-23-04(1)(g))
- 8. Error in noting payment of taxes, taxes erroneously paid
- 9. Property qualifies for Homestead Credit (N.D.C.C. § 57-02-08.1) or Disabled Veterans Credit (N.D.C.C. § 57-02-08.8). Attach a copy of the application.
- 10. Other (explain) _____

The following facts relate to the market value of the residential or commercial property described above. For agricultural property, go directly to question #5.

1. Purchase price of property: \$ 170,000 Date of purchase: January 27, 2022
 Terms: Cash _____ Contract _____ Trade _____ Other (explain) _____
 Was there personal property involved in the purchase price? NO Estimated value: \$ NA
 yes/no

2. Has the property been offered for sale on the open market? YES If yes, how long? 1 Month
 yes/no
 Asking price: \$ 279,500 Terms of sale: _____

3. The property was independently appraised: NO Purpose of appraisal: _____
It was re-assessed However Market value estimate: \$ SEE Attachment
 yes/no
 Appraisal was made by whom? _____

4. The applicant's estimate of market value of the property involved in this application is \$ _____

5. The estimated agricultural productive value of this property is excessive because of the following condition(s): _____

Applicant asks that pleas SEE Attachment

By filing this application, I consent to an inspection of the above-described property by an authorized assessment official for the purpose of making an appraisal of the property. I understand the official will give me reasonable notification of the inspection. See N.D.C.C. § 57-23-05.1.

I declare under the penalties of N.D.C.C. § 12.1-11-02, which provides for a Class A misdemeanor for making a false statement in a governmental matter, that this application is, to the best of my knowledge and belief, a true and correct application.

Joe Df 1-8-25 Joe Df 1-8-25
 Signature of Preparer (if other than applicant) Date Signature of Applicant Date

Recommendation of the Governing Body of the City or Township

Recommendation of the governing board of _____

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

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

Action by the Board of County Commissioners

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

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

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

Dated _____
 _____ Chairperson
 _____ County Auditor

Certification of County Auditor

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

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

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

Year	Reduction in Taxable Valuation	Reduction in Taxes

_____ County Auditor
 _____ Date

**Application For Abatement
Or Refund Of Taxes**

Name of Applicant: 1st Flooring Properties LLC

County Auditor's File No.: 46234

Date Application Was Filed With The County Auditor: 1/9/20

Date County Auditor Mailed Application to Township Clerk or City Auditor: 1/9/20
(must be within five business days of filing date)



ASSESSOR'S OFFICE
Fargo City Hall
225 4th Street North
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Phone: 701.241.1340 | Fax: 701.241.1339
www.FargoND.gov

January 27, 2026

Board of City Commissioners
City Hall
Fargo, ND 58102

Dear Commissioners:

Attached is the Application for Abatement or Refund of Taxes #4635. The applications are for a residence located at 1122 4th Ave N. The application requests the following:

A reduction of the 2025 assessment from \$281,200 to \$181,800

The applicant has waived the hearing at the city level.

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

SUGGESTED MOTION:

**Approve a reduction of the property value at 1122 4th Ave N in the following manner:
#4635 – reduce the 2025 certified value to \$181,800**

Sincerely,

Michael Splonskowski

Michael Splonskowski
Fargo City Assessor

Appeal of Property Tax Assessment City of Fargo Staff Report

General Appeal Information

Tax Year: 2025
Filed Via: Abatement #4635
Parcel Number: 01-2382-03730-000
Address: 1122 4th Ave N
Owner Name: 1st Flooring Properties LLC
Appellant: Joe Day
Requested Value: \$181,800

Subject Property



Property Type:	Single Family Home
Story Height:	Two Story
Year Built:	1914
Size (SF):	1,400 sf
Transaction History:	<i>\$175,100 - January 2022</i>
True and Full Value:	<i>\$ 281,200 (\$ 201 / sf)</i>

Appeal Summary

This 2025 value of this property has been appealed due to a reduction in value in 2026, as part of our normal reappraisal. The property was partially remodeled with office space on the main floor, and a new garage built in 2022. The subject is unique for this class of properties, in that it has two rentable units, one office space and one residential apartment, so there aren't any sales to compare it with. That being the case, with there only being one usable kitchen, the property would most likely sell like a single-family dwelling.

City of Fargo Staff Analysis

The property was inspected in 2024 and 2025 as part of our reappraisal. The unique configuration of the subject makes it difficult to specify which class of property it is. We have been through the house and confirmed the information we have on it as accurate.

Assessment Fairness

To test for assessment fairness, we compare the true and full value to that of similar properties. We identified 30 similar properties. Comparably assessed properties ranged from \$107/SF to \$156/SF, with a median of \$125/SF. This list is available from our work file upon request.

Valuation Accuracy

We tested the accuracy of the true and full value by studying comparable sale prices. The following sales are comparable to the subject. The comparable sales range from \$117/SF to \$200/SF, with the median sales price at \$138/SF. The subject was valued higher than the median sale price.

Address	Story Height	Year Built	Baths	Garage Stalls	Size (SF)	Sale Date	Sale Price (w/ SPUN)	Price / SF
1015 5 AVE S	2 Sty	1897	1	0	1218	29-Mar-24	208200	\$170.94
1117 COLLEGE ST N	2 Sty	1916	2	1	1364	05-Jun-24	160000	\$117.30
1123 11 ST N	2 Sty	1927	3	2	1380	01-Jul-24	238000	\$172.46
818 UNIVERSITY DR N	2 Sty	1923	1	2	1419	15-Oct-24	231000	\$162.79
415 12 ST N	2 Sty	1907	2	2	1522	17-Oct-24	180100	\$118.33
911 10 ST N	2 Sty	1908	3	1	1372	25-Nov-24	212800	\$155.10
921 4 AVE S	2 Sty	1903	3	1	1495	13-Dec-24	250000	\$167.22
1320 1 AVE S	2 Sty	1900	2	0	1721	20-Dec-24	136000	\$79.02
1015 5 AVE S	2 Sty	1897	1	0	1218	29-Mar-24	208200	\$170.94
Subject	2 Sty	1914	2	3	1,400	Original	\$ 281,200	\$ 201
						Recommended	\$181,800	\$ 130

Cost Approach

A new cost approach with updated information was calculated for the property. The approach considers the property condition and the presence of a new, large garage. The new cost indicates a value of \$181,800, or \$130/SF. This value is significantly below the current assessment.

Conclusion

We agree that the subject’s 2025 value was overstated. The sales show a median sale price of \$137/SF and comparably assessed properties are valued at a median of \$125/SF. The value suggested by our adjusted cost approach brings the property into a range supported by the sales and comparable assessments. We feel that the condition of the property is on the lower end of average, placing it lower than the median sales, while the contribution of the new garage places the value higher than the median of the comparably assessed properties.

Recommended Action:

Approve the value reduction down to \$181,800 for the 2025 tax year.

Information provided above is a summary of the analysis conducted. Full analysis is provided in the Assessment Department’s work file.

Attachment to Abatement Form

Date: January 8, 2026

To: Cass County Auditor Governing Board

From: Joseph Day and Lisa Horn of 1st Floor Properties

Regarding the requested abatement for our property at 1122 4th Ave N, Fargo, ND 58104

In regards to the property value at 1122 4th Ave N, Fargo, ND 58102. We have come to realize that the assessed value our property received in 2024 and 2025 does not reflect the actual value as determined by multiple realtors offers and comparisons shown to us. They have brought up the multiple listings / sales in the neighborhood of similar properties reflecting \$180,000 to \$190,000 in comparisons. This unfortunately is also regardless of the improvements we have made to the property. Their rational was largely due to the close proximity to the Cooper House and the problems many of those tenants cause in that neighborhood.

I can also corroborate many issues I have had with some of those tenants such as break-ins, theft, vandalism, verbal assaults, public intoxication, disorderly conduct etc. In addition to many calls to the police, I have also brought these concerns up to the Cass County assessor's office and asked to have the property reevaluated at the end of 2025. They agreed to do that as soon as all my building permits had been completed with the City of Fargo. I was able to complete those permits in late 2025 and the assessor's office completed their evaluation for 2026 around the same time. They told me they had come up with a new valuation of around \$180,000 for 2026.

We did have the property listed for sale and had priced it around 2024 assessed value in a flat fee MLS listing to see what would happen. However, because of that pricing we have received a lot of backlash and confirmations of it being priced too high. We also have had a couple of offers, one in the \$185,000 range and one in the \$190,000 range. Both realtors explained their offers were based on comps from the area. We obviously have way more into the property than that and are debating whether we should still be trying to sell it or just trying to rent it out at this point. Either way we would like abatements in regard to the assessed value in 2024 and 2025 and be more closely reflected to the new assessed value for 2026. Thank you for your consideration in this matter.

Sincerely,

A handwritten signature in black ink that reads "Joe Day". The signature is written in a cursive, slightly slanted style.

Application For Abatement Or Refund Of Taxes

North Dakota Century Code § 57-23-04

File with the County Auditor on or before November 1 of the year following the year in which the tax becomes delinquent.

State of North Dakota Assessment District Fargo
County of Cass Property I.D. No. 01-2382-03730-000
Name 1st Flooring Properties LLC Telephone No. (701) 318-1215
Address 1122 4 Ave N

Legal description of the property involved in this application:
Lot E 50 ft of 2 95 ft of 5 & 6 Block 36 Addition Roberts 2nd

Total true and full value of the property described above for the year 2025 is:
Land \$ 23,200
Improvements \$ 258,000
Total \$ 281,200
(1)

Total true and full value of the property described above for the year 2025 should be:
Land \$ 23,200
Improvements \$ 156,300
Total \$ 181,800
(2)

The difference of \$ 99,400.00 true and full value between (1) and (2) above is due to the following reason(s):

- 1. Agricultural property true and full value exceeds its agricultural value defined in N.D.C.C. § 57-02-27.2
- 2. Residential or commercial property's true and full value exceeds the market value
- 3. Error in property description, entering the description, or extending the tax
- 4. Nonexisting improvement assessed
- 5. Complainant or property is exempt from taxation. Attach a copy of Application for Property Tax Exemption.
- 6. Duplicate assessment
- 7. Property improvement was destroyed or damaged by fire, flood, tornado, or other natural disaster (see N.D.C.C. § 57-23-04(1)(g))
- 8. Error in noting payment of taxes, taxes erroneously paid
- 9. Property qualifies for Homestead Credit (N.D.C.C. § 57-02-08.1) or Disabled Veterans Credit (N.D.C.C. § 57-02-08.8). Attach a copy of the application.
- 10. Other (explain) _____

The following facts relate to the market value of the residential or commercial property described above. For agricultural property, go directly to question #5.

1. Purchase price of property: \$ 170,000 Date of purchase: January 27, 2022
 Terms: Cash _____ Contract _____ Trade _____ Other (explain) _____
 Was there personal property involved in the purchase price? NO Estimated value: \$ NA
yes/no

2. Has the property been offered for sale on the open market? YES If yes, how long? 1 Month
yes/no

Asking price: \$ 279,500 Terms of sale: _____

3. The property was independently appraised: NO Purpose of appraisal: _____
yes/no
It was re-assessed however Market value estimate: \$ SEE Attachment

Appraisal was made by whom? _____

4. The applicant's estimate of market value of the property involved in this application is \$ _____

5. The estimated agricultural productive value of this property is excessive because of the following condition(s): _____

Applicant asks that Please See Attachment

By filing this application, I consent to an inspection of the above-described property by an authorized assessment official for the purpose of making an appraisal of the property. I understand the official will give me reasonable notification of the inspection. See N.D.C.C. § 57-23-05.1.

I declare under the penalties of N.D.C.C. § 12.1-11-02, which provides for a Class A misdemeanor for making a false statement in a governmental matter, that this application is, to the best of my knowledge and belief, a true and correct application.

Signature of Preparer (if other than applicant) [Signature] Date 1-8-25 Signature of Applicant [Signature] Date 1-8-25

Recommendation of the Governing Body of the City or Township

Recommendation of the governing board of _____

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

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

Action by the Board of County Commissioners

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

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

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

Dated _____
 _____ Chairperson
 _____ County Auditor

Certification of County Auditor

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

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

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

Year	Reduction in Taxable Valuation	Reduction in Taxes

 County Auditor Date

Application For Abatement
 Or Refund Of Taxes

1st Floor Properties LLC

Name of Applicant
 4635
 County Auditor's File No.

Date Application Was Filed With The County Auditor
 1/8/20

Date County Auditor Mailed Application to Township Clerk or City Auditor
 1/9/20
(must be within five business days of filing 449)

4



**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

CITY ATTORNEY
Ian R. McLean

January 29, 2025

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

**RE: Ordinance Amending Section 21-0601.1.A of Article 21-06 of Chapter 21 of the Fargo
Municipal Code relating to Flood Plain Management**

Mayor and Commissioners,

Presented for your approval is a minor amendment to the authority provision of Fargo Municipal Code 21-0601.1.A following the legislature's adoption of SB2027. The entirety of the Flood Plain Management Ordinance was adopted in 2025- presented to you for consideration on June 26, 2025. The North Dakota Department of Water Resources recommended this revision for consistency purposes.

If you have any questions regarding this minor amendment, please reach out to Nathan Boerboom, Assistant City Engineer.

Suggested Motion: I move to waive receive and file and that this be the first reading of an Ordinance Amending Section 21-0601.1.A of Article 21-06 of Chapter 21 of the Fargo Municipal Code Relating to Flood Plain Management.

Regards,

Nancy J. Morris

OFFICE OF THE CITY ATTORNEY
FARGO, NORTH DAKOTA

ORDINANCE NO. _____

AN ORDINANCE AMENDING SECTION 21-0601.1 A
OF ARTICLE 21-06 OF CHAPTER 21 OF THE
FARGO MUNICIPAL CODE RELATING TO
FLOOD PLAIN MANAGEMENT

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 purposes; and,

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

NOW, THEREFORE,

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

Section 1. Amendment.

Section 21-0601.1 A of Article 21-06 of Chapter 21 of the Fargo Municipal Code is hereby amended to read as follows:

21-0601.1-Statutory Authorization, Findings of Fact, Purpose, and Objectives

A. Statutory Authorization.

The Legislature of the State of North Dakota has in North Dakota Century Code, Chapters ~~40-47, 11-33 and 58-03~~ 40-05, 11-11, and 58-06, delegated responsibility to local governmental units to adopt regulations designed to promote the public health, safety, and general welfare of its citizenry. ~~Therefore, the board of city commissioners of the city of Fargo hereby adopt such regulations.~~

OFFICE OF THE CITY ATTORNEY
FARGO, NORTH DAKOTA

ORDINANCE NO. _____

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Section 7. Effective Date.

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

Timothy J. Mahoney, M.D., Mayor

Attest:

Angie Bear
Deputy Auditor on behalf of City Auditor

First Reading:
Second Reading and Final Passage:

5

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



Ronald H. McLean
 Jack G. Marcil, Of Counsel
 Roger J. Minch, Of Counsel
 Samantha J. Larson-Frobig, Office Manager
 Jane L. Dynes, Retired
 Chester J. Serkland (1909-1996)
 Licensed in North Dakota & Minnesota
 *Licensed Only in North Dakota
 **Also Licensed in South Dakota
 ***Also Licensed in Arizona

January 21, 2026

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

RE: City of Fargo v. Joyce B. Cole Trust U/A dated January 16, 1992
Case No. 09-2025-CV-00521

Dear Commissioners:

Attached is a proposed Settlement Agreement and Release between the City of Fargo and the Joyce B. Cole Trust U/A dated January 16, 1992, which is intended to fully resolve the eminent domain action filed by the City of Fargo to acquire the Cole Trust's real property located at 1502 South River Road South. The Settlement Agreement and Release is the result of the mediation efforts of the parties conducted on December 19, 2025.

The City's obligation in eminent domain proceedings is to pay just compensation for acquisition of private property for public benefit. The City may also be obligated to pay moving and relocation expenses, attorney's fees, expert witness fees, and other costs and expenses incurred by the City and the property owner. The all-in settlement amount, which includes any and all previously referenced costs and expenses, to acquire the Cole Trust's property and resolve the eminent domain action is \$735,000.

SUGGESTED MOTION: Move to accept and approve the Settlement Agreement and Release between the City of Fargo and the Joyce B. Cole Trust U/A dated January 16, 1992, as presented, and authorize the Mayor and City Auditor, or designee, to execute the same.

Sincerely,

Kasey D. McNary
kmcnary@serklandlaw.com

Attachment

SETTLEMENT AGREEMENT AND RELEASE

This Settlement Agreement and Release (hereinafter "Settlement Agreement") is made and entered into by and between the **City of Fargo**, (hereinafter "City of Fargo"), a North Dakota municipal corporation, and **Joyce B. Cole Trust U/A dated January 16, 1992**, (hereinafter the "Cole Trust"). The above-named parties shall be collectively referred to herein as "the Parties."

RECITALS

- A. The City of Fargo brought an eminent domain action against the Cole Trust by Complaint dated January 27, 2024 (sic), in Cass County North Dakota, Case No. 09-2024-CV-00521, served on February 5, 2025.
- B. The City is in the process of finalizing permanent flood protection for multiple areas in the City of Fargo as part of the City-wide Comprehensive Plan for Flood Risk Reduction projects. The Belmont Park neighborhood is bounded to the east by the Red River. Properties in the Belmont Park neighborhood have been designated for acquisition for the construction of flood protection measures as part of the Belmont Flood Risk Management project (COF #FM-15-J).
- C. The City Commission approved acquisition of 1502 South River Road South on or about November 7, 2016.
- D. The Cole Trust is the owner of real estate located at 1502 South River Road South in the City of Fargo, situated in the County of Cass and State of North Dakota, and legally described as follows:

Lot 24 and the 25 feet of Lot 25 immediately adjoining said Lot 24, Block 7, South Park Addition to the City of Fargo, Cass County, North Dakota, except that portion thereof heretofore conveyed to the Park District of said City of Fargo, described as follows:

Commencing at the Northeast corner of Lot 38, Block 7, South Park Addition to the City of Fargo; thence Southeasterly to the Northeast corner of Lot 3, Block 7 of said South Park Addition; thence Southeasterly to a point on the line between Lots 12 and 13 of said Block 7, 60 feet from the Northeast corner of said Lot 13 of said Block 7; thence Southeasterly to a point on the line between Lots 23 and 24 of said Block 7, 60 feet from the Northeast corner of said Lot 24; thence Southeasterly to a point on the center line of Grant Avenue 550 feet East of the intersection of the center lines of Grant Avenue and Lewis Street; thence East to the Red River, 240 feet more or less; thence Northwesterly along the left bank of said Red River to the point where the South line of Block 2 produced intersects said Red River; thence Westerly 110 feet, more or less, to place of beginning, containing 7.3 acres.

("Subject Property").

- E. The Cole Trust answered the Complaint on February 26, 2025. The Cole Trust disputed necessity and just compensation.
- F. The Parties mediated the dispute by private mediation held on December 19, 2025, in Fargo. The Parties were able to reach a settlement and entered a Mediation Memorandum of Settlement Agreement dated December 19, 2025.
- G. The Parties now desire to enter into this Settlement Agreement to provide for a comprehensive and complete settlement and discharge of all claims and defenses which any party made or could have made by reason of the events described above and upon the terms and conditions set forth below.

AGREEMENT

The Parties agree as follows:

1.0 Release and Discharge

- 1.1 In consideration of the payment amount set forth below, the Cole Trust, on behalf of its settlors, trustees, beneficiaries, heirs and assigns, hereby releases and forever discharges, the City of Fargo, its insurers, agents, representatives and employees, from any and all past, present, and future claims, demands, obligations, actions, causes of action, rights, damages, costs, expenses and compensation of any nature whatsoever related to the Property, which the Cole Trust might have brought against the City of Fargo as pertains to the condemnation action at Case No. 09-2024-CV-00521 and which could, in any way, arise out of the events described in the Recitals above.
- 1.2 In further consideration of the payment amount set forth below, the Cole Trust specifically waives any rights to any further statutory moving, relocation, and replacement housing expenses, which may have been available under N.D.C.C. § 54-01.1-03 and N.D.C.C. § 54-01.1-04, or any applicable federal law. In addition, the Cole Trust waives any attorney fees, statutory costs and filing fees.
- 1.3 The City of Fargo, in exchange for obtaining a conveyance of the Property in fee simple, hereby releases and forever discharges the Cole Trust, its settlors, trustees, and beneficiaries from any and all past, present, and future claims, causes of action, demands, damages, costs, expenses and compensation related to the Property.
- 1.4 The Cole Trust acknowledges and agrees that the release and discharge set forth above is a waiver of all claims and defenses the Cole Trust, its settlors, trustees, and beneficiaries might have asserted in Case No. 09-2024-CV-00521, and a general release regarding causes of action they might have brought regarding the events described in the above Recitals, including any obligation to pay damages, attorney's fees, and costs. It is understood and agreed by the parties that this settlement is a compromise reached in order to finally resolve the action described in the Recitals above.

- 1.5 The Parties waive the provisions of N.D.C.C. § 9-13-02, or any similar or other applicable state or federal statute or regulation, which provides that a general release does not extend to claims a creditor does not know or suspect to exist in its favor at the time of executing the release, which if known by it, would have materially affected the settlement with the debtor.

2.0 Purchase of the Property

- 2.1 The City of Fargo will pay to the Cole Trust the total amount of Seven Hundred Thirty-Five Thousand Dollars and No/Cents (\$735,000.00) for the Property (the "Acquisition Payment"). The City of Fargo's purchase of the Property shall include the real estate, the single-family dwelling located upon the Property, all other buildings located upon the Property, and all items affixed to the Property. For the purpose of clarity, the Acquisition Payment includes any and all replacement housing expenses, moving/relocation expenses, attorney's fees, costs, filing fees, and statutory costs. No other payments shall be made by any party.
- 2.2 The Acquisition Payment for the Property is to be paid to the Cole Trust at closing in cash or certified funds and upon delivery of a Trustee's Deed warranting title and conveying the Property to the City of Fargo, free and clear of all liens and encumbrances, except all covenants, conditions, restrictions, easements, and right of ways of record. The closing shall take place within sixty (60) days of the complete execution of this Settlement Agreement by the Parties, but may be extended by the City of Fargo in the event of a title defect impacting the City of Fargo's ability to obtain marketable title within the sixty (60) day period. The City of Fargo shall acquire ownership of the Property on the day of closing, subject to the Cole Trust's continued occupancy until August 1, 2026 and subject to the terms provided herein.
- 2.3 Any mortgage, lien, or encumbrance against the Property (except for real estate taxes and special assessments), which have been granted or created by the Cole Trust, will be paid by the Cole Trust from the Acquisition Payment at the time of closing and the Cole Trust shall then receive the balance of the Acquisition Payment, less those amounts, on the date of closing.
- 2.4 The real estate taxes for the year in which closing occurs shall be prorated between the Parties, based on the most current tax information available from the County Treasurer, as of the date of closing. The City of Fargo shall be responsible for all real estate taxes for the date of closing and thereafter. The City of Fargo shall also be responsible for insuring the Property for liability and other purposes from the date of closing and thereafter.

3.0 Terms for Occupancy Beyond Date of Closing

- 3.1** The City of Fargo agrees to allow Marjorie Collins and Rusty Collins to continue living at the Property, after the closing, but only until August 1, 2026, except as provided in paragraph 3.2 below. Neither the Cole Trust nor Rusty and Marjorie Collins will be required to pay rent to the City of Fargo for this permitted period of occupancy. The Cole Trust and/or Majorie and Rusty Collins, however, must obtain a policy of renter's insurance on the Property for the period of time of their continued occupancy.
- 3.2** If, in the event that the City of Fargo's project is delayed in such a manner that construction upon the Property will not occur until 2027, then the City of Fargo will advise the Cole Trust and Majorie and Rusty Collins may continue to live at the Property until such reasonable time in relation to when the construction is scheduled to begin, which the parties hereby agree shall result in Marjorie and Rusty Collins vacating the Property not later than thirty (30) days prior to the anticipated start of construction. If the period of occupancy is extended under this paragraph, Majorie and Rusty Collins will not have to pay rent to the City of Fargo, but must continue their policy of renter's insurance for the period of time of their continued occupancy.
- 3.3** Upon the period of occupancy for Marjorie and Rusty Collins terminating, they shall immediately vacate the premises and they/Cole Trust must remit all keys and garage door openers to the City of Fargo by no later than three (3) business days thereafter.
- 3.4** If the Cole Trust/Marjorie and Rusty Collins decide to vacate the Property prior to August 1, 2026, the Cole Trust shall notify the City of Fargo five (5) days prior to vacation of the Property.
- 3.5** The Cole Trust/Marjorie and Rusty Collins are occupying the Property "as is." Accordingly, the City of Fargo shall not be responsible for any repairs of any kind. If the Property should become uninhabitable, the Cole Trust's/Marjorie and Rusty Collins' sole remedy is to vacate the Property.
- 3.6** The Cole Trust agrees that the City of Fargo will not be responsible for security or protection of the Property during the post-closing occupancy period.
- 3.7** The Cole Trust shall be allowed to keep and remove any personal property from the Property, so long as such property is removed prior to The Cole Trust/Marjorie and Rusty Collins vacating the Property.

4.0 Representation of Comprehension of Document

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

5.0 Warranty of Capacity to Execute Agreement

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

6.0 Governing Law

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

7.0 Additional Documents

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

9.0 Entire Agreement and Successors in Interest

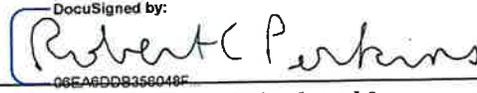
This Settlement Agreement and Release contains the entire agreement between the Cole Trust, its settlors, trustees, and beneficiaries and the City of Fargo, its insurers, employees, agents and representatives with regard to the matters set forth in it and shall be binding upon and inure to the benefit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

10.0 Effectiveness

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

THIS IS A RELEASE. READ BEFORE SIGNING.

Dated: 1/16/2026 | 11:10 AM CST

DocuSigned by:

08EABDD8358048F

Joyce B. Cole Trust U/A dated January 16, 1992
By: Chuck Perkins
Its: Trustee

Dated: _____

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

ATTEST:

Angie Bear
Deputy Auditor on behalf of City Auditor



MEMORANDUM

TO: BOARD OF CITY COMMISSIONERS

FROM: AUDITOR'S OFFICE

DATE: FEBRUARY 2, 2026

SUBJECT: GAMES OF CHANCE APPLICATIONS

Please find attached the Applications for Games of Chance.

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



APPLICATION FOR A LOCAL PERMIT OR RESTRICTED EVENT PERMIT

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



Applying for (check one)

Local Permit Restricted Event Permit*

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

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

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

ORGANIZATION INFO

Name of Organization or Group El Zagal Directors Staff		Dates of Activity (Does not include dates for the sales of tickets) 3/21/2026	
Organization or Group Contact Person Cory Jackson	E-mail cory.jackson32@gmail.com	Telephone Number 701-866-3017	
Business Address 1429 3rd St N	City Fargo	State ND	ZIP Code 58102
Mailing Address (if different)	City	State	ZIP Code

SITE INFO

Site Name El Zagal Shrine	County Cass
Site Physical Address 1429 3rd St N	City Fargo
	State ND
	ZIP Code 58102

Provide the exact date(s) & frequency of each event & type (Ex. Bingo every Friday 10/1-12/31, Raffle - 10/30, 11/30, 12/31, etc.)
Poker tournament on March 21st, 2026.

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

Game Type	Description of Prize	Exact Retail Value of Prize
Poker	Cash (80% of the prize pool)	
	<i>701 Poker</i>	
Total (limit \$50,000 per year)		\$

ADDITIONAL REQUIRED INFORMATION

Intended Uses of Gaming Proceeds *El Zagal fraternal operations*

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

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

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

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

Printed Name of Organization Group's Permit Organizer Cory Jackson	Telephone Number 701-866-3017	E-mail Address cory.jackson32@gmail.com
Signature of Organization Group's Permit Organizer <i>Cory Jackson</i>	Title Chairman	Date 1/23/26



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

Applying for (check one)

Local Permit Restricted Event Permit*

Games to be conducted

Raffle by a Political or Legislative District Party

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

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

ORGANIZATION INFO

Name of Organization or Group Fargo Elks 260		Dates of Activity (Does not include dates for the sales of tickets) May 1, 2026 - May 31, 2026	
Organization or Group Contact Person Tom Thompson	E-mail rotarytt429@gmail.com	Telephone Number 701-793-4303	
Business Address 3435 Broadway N	City Fargo	State ND	ZIP Code 58102
Mailing Address (if different)	City	State	ZIP Code

SITE INFO

Site Name Fargo Elks 260	County Cass
Site Physical Address 3435 Broadway N	City Fargo
	State ND
	ZIP Code 58102

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

Drawings will be May 1 and May 2 then each Sunday for the following week - May 3, May 10, May 17, May 24, May 31. Winners will be posted on the day they won.

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

Game Type	Description of Prize	Exact Retail Value of Prize
Calander Raffle	Monday through Friday \$50 each day	\$1050
Calander Raffle	every Saturday and Sunday \$100 each day	\$1000
Total (limit \$50,000 per year)		\$ 2050⁰⁰

ADDITIONAL REQUIRED INFORMATION

Intended Uses of Gaming Proceeds
Student Scholarships

Does the organization presently have a state gaming license? (If yes, the organization is not eligible for a local permit or restricted event permit and should call the Office of Attorney General at 1-800-326-9240)

Yes No

Has the organization or group received a restricted event permit from any city or county for the fiscal year July 1 - June 30 (If yes, the organization or group does not qualify for a local permit or restricted event permit)

Yes No

Has the organization or group received a local permit from an city or county for the fiscal year July 1 - June 30 (If yes, indicate the total retail value of all prizes previously awarded)

No Yes - Total Retail Value: _____ (This amount is part of the total prize limit for \$50,000 per fiscal year)

Is the organization or group a state political party or legislative district party? (If yes, the organization or group may only conduct a raffle and must complete SFN 52880 "Report on a Restricted Event Permit" within 30 days of the event. Net proceeds may be for political purposes.)

Yes No

Printed Name of Organization Group's Permit Organizer Tom Thompson	Telephone Number 701-793-4303	E-mail Address rotarytt429@gmail.com
Signature of Organization Group's Permit Organizer 	Title Chair	Date 1/27/2026



APPLICATION FOR A LOCAL PERMIT OR RESTRICTED EVENT PERMIT
 NORTH DAKOTA OFFICE OF ATTORNEY GENERAL
 GAMING DIVISION
 SFN 9336 (9-2023)



Applying for (check one)
 Local Permit Restricted Event Permit*
 Games to be conducted
 Bingo Raffle Raffle Board Calendar Raffle Sports Pool Poker* Twenty-One* Paddlewheels*

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

ORGANIZATION INFO

Name of Organization or Group <i>Love Your Buns</i>		Dates of Activity (Does not include dates for the sales of tickets) <i>3-7-2026</i>	
Organization or Group Contact Person <i>Jarod Dcamp</i>		E-mail <i>jarod.dcamp@gmail.com</i>	Telephone Number <i>701-261-2028</i>
Business Address <i>3051 1st St E</i>		City <i>West Fargo</i>	State <i>ND</i>
			ZIP Code <i>58078-7478</i>
Mailing Address (if different) <i>415 Main Ave E #773</i>		City <i>West Fargo</i>	State <i>ND</i>
			ZIP Code <i>58078</i>

SITE INFO

Site Name <i>Living Waters Lutheran Church</i>		County <i>Cass</i>	
Site Physical Address <i>4451 40th Ave S</i>		City <i>Fargo</i>	State <i>ND</i>
			ZIP Code <i>58104</i>
Provide the exact date(s) & frequency of each event & type (Ex. Bingo every Friday 10/1-12/31. Raffle - 10/30, 11/30, 12/31, etc.) <i>Raffle - 3/7/2026</i>			

PRIZE / AWARD INFO (if more than THREE prizes please attach an additional sheet)

Game Type	Description of Prize	Exact Retail Value of Prize
<i>Raffle</i>	<i>50/50</i>	
<i>Raffle</i>	<i>Nintendo Switch 2 + Mario Kart World Bundle</i>	<i>554.12</i>
	<i>Subtotal for Raffle Items on 2nd Page</i>	<i>1303.51</i>
	Total <i>(limit \$40,000 per year)</i>	\$ 1857.63

ADDITIONAL REQUIRED INFORMATION

Intended Uses of Gaming Proceeds
Continue to support the programs of Love Your Buns

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

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

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

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

Printed Name of Organization Group's Permit Organizer <i>Ronda Dcamp</i>	Telephone Number <i>218-766-4937</i>	E-mail Address <i>ronda.dcamp@gmail.com</i>
Signature of Organization Group's Permit Organizer <i>Ronda Dcamp</i>	Title <i>Treasurer</i>	Date <i>1-28-26</i>



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

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

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

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

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

ORGANIZATION INFO

Name of Organization or Group NDGOP Legislative District 44		Dates of Activity (Does not include dates for the sales of tickets) 2/12/26	
Organization or Group Contact Person Laurie Thielman	E-mail thethielmans@gmail.com	Telephone Number (701)371-6123	
Business Address 1258 2nd St N	City Fargo	State ND	ZIP Code 58102
Mailing Address (if different)	City	State	ZIP Code

SITE INFO

Site Name St. Paul's Newman Center	County Cass
Site Physical Address 1141 University Drive N	City Fargo
	State ND
	ZIP Code 58102

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

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

Game Type	Description of Prize	Exact Retail Value of Prize
50/50 raffle	half the cash raised from the purchase of raffle tickets	half the proceeds
Total (limit \$50,000 per year)		\$

ADDITIONAL REQUIRED INFORMATION

Intended Uses of Gaming Proceeds
To promote the District 44 Republicans and the work of electing Republican candidates to the legislature

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

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

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

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

Printed Name of Organization Group's Permit Organizer Laurie Thielman	Telephone Number (701) 371-6123	E-mail Address thethielmans@gmail.com
Signature of Organization Group's Permit Organizer <i>Laurie Thielman</i>	Title Chair, District 44	Date 1/12/26



Applying for (check one)

Local Permit Restricted Event Permit*

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

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

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

ORGANIZATION INFO

Name of Organization or Group Northern Plains Group (N.P.G.) (Alcoholics Anonymous)		Dates of Activity (Does not include dates for the sales of tickets) 5/9/2026	
Organization or Group Contact Person Ashley Peterson	E-mail ashleysc5@hotmail.com	Telephone Number 701-730-2281	
Business Address N/A	City	State	ZIP Code
Mailing Address (if different) 6273 Cattail Cr S. (contact - Ashley Peterson)	City Fargo	State ND	ZIP Code 58104

SITE INFO

Site Name Olivet Lutheran Church	County Cass
Site Physical Address 1330 S. University Dr.	City Fargo
	State ND
	ZIP Code 58103

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

5/9/2026 Single event Raffle

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

Game Type	Description of Prize	Exact Retail Value of Prize
Raffle	Prize Baskets (Food, books, decor ect), homemade crafts, merchandise	undetermined (each prize between ~\$10 - \$100)
		Total (limit \$50,000 per year) \$ 1,500 maximum

ADDITIONAL REQUIRED INFORMATION

Intended Uses of Gaming Proceeds **Future event and speaker costs**
N.P.G. General Fund (essential services), Prudent Reserve (financial resources), literature sales.

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

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

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

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

Printed Name of Organization Group's Permit Organizer Ashley Peterson	Telephone Number 701-730-2281	E-mail Address ashleysc5@hotmail.com
Signature of Organization Group's Permit Organizer <i>Ashley Peterson</i>	Title member of Alcoholics Anonymous / N.P.G.	Date 1/7/2026



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

Applying for (check one)	
<input checked="" type="checkbox"/> Local Permit	<input type="checkbox"/> Restricted Event Permit*
Games to be conducted	
<input type="checkbox"/> Bingo	<input checked="" type="checkbox"/> Raffle
<input type="checkbox"/> Raffle Board	<input type="checkbox"/> Calendar Raffle
<input type="checkbox"/> Sports Pool	<input type="checkbox"/> Poker*
<input type="checkbox"/> Twenty-One*	<input type="checkbox"/> Paddlewheels*

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

ORGANIZATION INFO

Name of Organization or Group Pray for Gray		Dates of Activity (Does not include dates for the sales of tickets) 5-8-26	
Organization or Group Contact Person Hilary Chisholm		E-mail prayforgraynd@gmail.com	Telephone Number 701-566-4334
Business Address P.O. Box 446		City Fargo	State ND
Mailing Address (if different) Same		City	State ND
			ZIP Code 58107

SITE INFO

Site Name Avalon Events Center		County Cass	
Site Physical Address 2525 9th Ave E		City Fargo	State ND
			ZIP Code 58103
Provide the exact date(s) & frequency of each event & type (Ex. Bingo every Friday 10/1-12/31, Raffle - 10/30, 11/30, 12/31, etc.) 5-8-26 6p-9p			

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

Game Type	Description of Prize	Exact Retail Value of Prize
raffle	prize to be determined	will not exceed \$5,000
		Total (limit \$50,000 per year) \$

ADDITIONAL REQUIRED INFORMATION

Intended Uses of Gaming Proceeds
Support those w/ brain tumors

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

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

Has the organization or group received a local permit from an city or county for the fiscal year July 1 - June 30 (If yes, indicate the total retail value of all prizes previously awarded)
 No Yes - Total Retail Value: \$3,500 (This amount is part of the total prize limit for \$50,000 per fiscal year)

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

Printed Name of Organization Group's Permit Organizer Hilary Chisholm	Telephone Number 701-566-4334	E-mail Address prayforgraynd@gmail.com
Signature of Organization Group's Permit Organizer 	Title Executive Director	Date 1-22-26



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

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

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

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

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

ORGANIZATION INFO

Name of Organization or Group <i>Ronald McDonald House Charities of the Red River Valley</i>		Dates of Activity (Does not include dates for the sales of tickets) <i>2/14/26</i>	
Organization or Group Contact Person <i>Mikayla Young Schumacher</i>		E-mail <i>mikayla@rmhcfarg.org</i>	
Business Address <i>4757 Agassiz Crossing S</i>		City <i>Fargo</i>	Telephone Number <i>701-475-6784 (c)</i>
Mailing Address (if different) <i>Same</i>		State <i>ND</i>	ZIP Code <i>58104</i>

SITE INFO

Site Name <i>Delta By Marriott</i>		County <i>Cass</i>	
Site Physical Address		City	State ZIP Code
Provide the exact date(s) & frequency of each event & type (Ex. Bingo every Friday 10/1-12/31, Raffle - 10/30, 11/30, 12/31, etc.) <i>Raffle Board - 2026 Sweetheart Ball - 2/14/26</i>			

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

Game Type	Description of Prize	Exact Retail Value of Prize
<i>See attached sheet</i>		
Total (limit \$50,000 per year)		\$ <i>6278.70</i>

ADDITIONAL REQUIRED INFORMATION

Intended Uses of Gaming Proceeds
Support the mission of RMHC - help sick kids + their families

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

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

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

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

Printed Name of Organization Group's Permit Organizer <i>Mikayla Young Schumacher</i>	Telephone Number <i>701-475-6784</i>	E-mail Address <i>mikayla@rmhcfarg.org</i>
Signature of Organization Group's Permit Organizer <i>[Signature]</i>	Title <i>Development Director</i>	Date <i>1/26/26</i>



APPLICATION FOR A LOCAL PERMIT OR RESTRICTED EVENT PERMIT

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



Applying for (check one)

Local Permit Restricted Event Permit*

Games to be conducted

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

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

ORGANIZATION INFO

Name of Organization or Group <i>SOCI - Red River Valley chapter</i>		Dates of Activity (Does not include dates for the sales of tickets) <i>March 6-7 2026</i>	
Organization or Group/Contact Person <i>Roger Van Rudden</i>		E-mail <i>honestcogvr@gmail.com</i>	Telephone Number <i>201-361-8575</i>
Business Address <i>72 35th ave N</i>	City <i>Fargo</i>	State <i>ND</i>	ZIP Code <i>58102</i>
Mailing Address (if different)	City	State	ZIP Code

SITE INFO

Site Name <i>Holiday Inn</i>		County <i>Cass</i>	
Site Physical Address <i>3803 13th ave S</i>		City <i>Fargo</i>	State <i>ND</i>
Provide the exact date(s) & frequency of each event & type (Ex. Bingo every Friday 10/1-12/31, Raffle - 10/30, 11/30, 12/31, etc.) <i>Raffle Board 3-6 and 3-7 Bingo 3-7</i> <i>Raffles 3-6 and 3-7</i>		ZIP Code <i>58103</i>	

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

Game Type	Description of Prize	Exact Retail Value of Prize
<i>Raffle Board</i>	<i>guns general misc</i>	
<i>Bingo</i>	<i>50/50</i>	
<i>Raffles</i>	<i>Booze Wagon, Meat Bundles, Pies, Guns, Misc.</i>	
Total (limit \$50,000 per year)		\$

ADDITIONAL REQUIRED INFORMATION

Intended Uses of Gaming Proceeds

Does the organization presently have a state gaming license? (If yes, the organization is not eligible for a local permit or restricted event permit and should call the Office of Attorney General at 1-800-326-9240)

Yes No

Has the organization or group received a restricted event permit from any city or county for the fiscal year July 1 - June 30 (If yes, the organization or group does not qualify for a local permit or restricted event permit)

Yes No

Has the organization or group received a local permit from an city or county for the fiscal year July 1 - June 30 (If yes, indicate the total retail value of all prizes previously awarded)

No Yes - Total Retail Value: _____ (This amount is part of the total prize limit for \$50,000 per fiscal year)

Is the organization or group a state political party or legislative district party? (If yes, the organization or group may only conduct a raffle and must complete SFN 52880 "Report on a Restricted Event Permit" within 30 days of the event. Net proceeds may be for political purposes.)

Yes No

Printed Name of Organization Group's Permit Organizer <i>Roger Van Rudden</i>	Telephone Number <i>201-361-8575</i>	E-mail Address <i>honestcogvr@gmail.com</i>
Signature of Organization Group's Permit Organizer <i>Roger Van Rudden</i>	Title <i>President</i>	Date



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

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

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

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

ORGANIZATION INFO

Name of Organization or Group St. Joseph's School		Dates of Activity (Does not include dates for the sales of tickets) 4/25/2026	
Organization or Group Contact Person Katie Wise	E-mail katie.wise@stjoesmhdhschool.com	Telephone Number 218-233-0553	
Business Address 1005 2nd Ave S	City Moorhead	State MN	ZIP Code 56560
Mailing Address (if different)	City	State	ZIP Code

SITE INFO

Site Name Avalon Events Center	County		
Site Physical Address 2525 9th Ave S	City Fargo	State ND	ZIP Code 58103
Provide the exact date(s) & frequency of each event & type (Ex. Bingo every Friday 10/1-12/31, Raffle - 10/30, 11/30, 12/31, etc.) April 25, 2026 - one time event - 50/50 raffle			

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

Game Type	Description of Prize	Exact Retail Value of Prize
50/50 Raffle	Half of what is earned	\$1,000?
0		
0		
Total (limit \$50,000 per year)		\$

ADDITIONAL REQUIRED INFORMATION

Intended Uses of Gaming Proceeds
Guardian Angel Scholarships

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

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

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

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

Printed Name of Organization Group's Permit Organizer Katie Wise	Telephone Number 218-233-0553	E-mail Address katie.wise@stjoesmhdhschool.com
Signature of Organization Group's Permit Organizer 	Title Development Director	Date 1/12/2026



Page 4 APPLICATION FOR A LOCAL PERMIT OR RESTRICTED EVENT PERMIT

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



Applying for (check one)
[X] Local Permit [] Restricted Event Permit*
Games to be conducted: [] Bingo [X] Raffle [] Raffle Board [] Calendar Raffle [] Sports Pool [] Poker* [] Twenty-One* [] Paddlewheels*

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

ORGANIZATION INFO

Name of Organization or Group: St. John Paul II Catholic Schools
Dates of Activity: 04/25/2026
Organization or Group Contact Person: Liz Bassett
E-mail: liz.bassett@jp2schools.org
Telephone Number: 701-893-3200
Business Address: 5600 25th Street S
City: Fargo
State: ND
ZIP Code: 58104

SITE INFO

Site Name: Delta Hotels by Marriott
County: Cass
Site Physical Address: 1635 42nd Ave SW
City: Fargo
State: ND
ZIP Code: 58103
Provide the exact date(s) & frequency of each event & type (Ex. Bingo every Friday 10/1-12/31, Raffle - 10/30, 11/30, 12/31, etc.)
Drawing 4/25/2026

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

Table with 3 columns: Game Type, Description of Prize, Exact Retail Value of Prize. Row 1: Raffle, Trip for 2 to Tennessee, \$1,995. Total (limit \$50,000 per year) \$1,995.

ADDITIONAL REQUIRED INFORMATION

Intended Uses of Gaming Proceeds: To help support and retain teaching staff, to provide tuition assistance, and to enhance our educational offerings.
Does the organization presently have a state gaming license? [] Yes [X] No
Has the organization or group received a restricted event permit from any city or county for the fiscal year July 1 - June 30? [] Yes [X] No
Has the organization or group received a local permit from an city or county for the fiscal year July 1 - June 30? [] No [X] Yes - Total Retail Value: \$12,957.50
Is the organization or group a state political party or legislative district party? [] Yes [X] No

Printed Name of Organization Group's Permit Organizer: Liz Bassett
Telephone Number: 701*893-3242
E-mail Address: liz.bassett!@p2schools.org
Signature of Organization Group's Permit Organizer: [Handwritten Signature]
Title: Special Events Coordinator
Date: 4/22/2026



APPLICATION FOR A LOCAL PERMIT OR RESTRICTED EVENT PERMIT

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



Applying for (check one)

Local Permit Restricted Event Permit*

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

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

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

ORGANIZATION INFO

Name of Organization or Group USA Wrestling of ND		Dates of Activity (Does not include dates for the sales of tickets) July 16, 2026	
Organization or Group Contact Person Dean Shearer	E-mail shearerringneckhunter@hotmail.com	Telephone Number 701-371-2738	
Business Address 2515 76th Ave North	City Fargo	State ND	ZIP Code 58102
Mailing Address (if different)	City	State	ZIP Code

SITE INFO

Site Name Fargodome	County Cass
Site Physical Address 1800 University North	City Fargo
	State ND
	ZIP Code 58102

Provide the exact date(s) & frequency of each event & type (Ex. Bingo every Friday 10/1-12/31, Raffle - 10/30, 11/30, 12/31, etc.)
July 16, 2026

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

Game Type	Description of Prize	Exact Retail Value of Prize
Raffle	(1) first prize of \$1000 Scheels gift cards	1000
Raffle	(3) 2nd prize- \$500 Scheel gift cards	1500
Raffle/Raffle	(10) 3rd prize-\$200 gift cards, (20) 4th prize-\$100 gift cards	4000
Total (limit \$50,000 per year)		\$ 6500

ADDITIONAL REQUIRED INFORMATION

Intended Uses of Gaming Proceeds
to help pay for transportation costs to bus state teams to 4 different tourneys in USA. This will help boys, girls, and teen age teams

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

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

Has the organization or group received a local permit from an city or county for the fiscal year July 1 - June 30 (If yes, indicate the total retail value of all prizes previously awarded)
 No Yes - Total Retail Value: **7000** (This amount is part of the total prize limit for \$50,000 per fiscal year)

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

Printed Name of Organization Group's Permit Organizer Dean Shearer	Telephone Number 701-371-2738	E-mail Address shearerringneckhunter@hotmail.com
Signature of Organization Group's Permit Organizer	Title Treasurer/Secretary	Date 1-29-26

PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

7

Type: Memorandum of Understanding

Location: Selkirk Place Fourth Addition

Date of Hearing: 1/26/2026

<u>Routing</u>	<u>Date</u>
City Commission	<u>2/2/2026</u>
PWPEC File	<u>X</u>
Project File	<u>Nathan Boerboom</u>

The Committee reviewed the accompanying correspondence from Assistant City Engineer, Nathan Boerboom, regarding a Memorandum of Understanding (MOU) regarding the storm water ponds and park improvements being co-located on a Lots 15 and 29, Block 9 of Selkirk Fourth, which are being dedicated to the Park District.

The City and Park district have worked together to develop a design that provides the necessary storm water infrastructure (pond and storm sewer) as well as park amenities within this lot. A memorandum of understanding (MOU) has been developed for these lots to determine the responsibilities for each party.

In addition to this MOU, the Park District will grant the City an easement for the pond expansion and storm sewer within the Park District owned lot.

On a motion by Brenda Derrig, seconded by Susan Thompson, the Committee voted to recommend approval of the Memorandum of Understanding regarding the storm water ponds and park improvements with the Fargo Park District.

RECOMMENDED MOTION

Concur with the recommendations of PWPEC and approve the Memorandum of Understanding regarding the storm water ponds and park improvements with the Fargo Park District.

PROJECT FINANCING INFORMATION:

Recommended source of funding for project: N/A

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

COMMITTEE

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

ATTEST:

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

C: Kristi Olson

Memorandum

To: Members of PWPEC
From: Nathan Boerboom, Assistant City Engineer
Date: January 22, 2026
Re: Memorandum of Understanding with Fargo Park District – Storm Water Pond and Park Facilities – Selkirk Place Fourth Addition

As part of Selkirk Place Fourth Addition (Selkirk Fourth), City staff has been working with the Developer (EagleRidge Companies) and Fargo Park District regarding the storm water pond and park improvements being co-located on Lots 15 and 29, Block 9 of Selkirk Fourth, which are being dedicated to the Park District. The City and Park District have worked together to develop a design that provides the necessary storm water infrastructure (pond and storm sewer) as well as park amenities within this lot.

To clarify initial and long-term roles and responsibilities for each party, we have developed the attached memorandum of understanding (MOU) for these lots. Highlights of the responsibilities for each party are:

- City of Fargo
 - Construction of pond, storm sewer, and shared use path;
 - Maintenance of pond, including sediment removal and erosion repair;
 - Maintenance of storm sewer.
- Park District
 - Mowing, weed treatment, trimming, and tree planting;
 - Maintenance of shared use paths, including snow removal, repair, and reconstruction;
 - Any signage or lighting, if installed at a later date.

In addition to this MOU, the Park District will grant the City an easement for the pond expansion and storm sewer within the Park District owned lot.

The attached document provides a full description of the easements and MOU terms.

Recommended Motion:

Approve the Memorandum of Understanding and Storm Sewer easements between the City and the Fargo Park District.

**MEMORANDUM OF UNDERSTANDING
STORM WATER POND AND PARK FACILITIES**

This Memorandum of Understanding (“**MOU**” or “**Agreement**”) is entered into between the City of Fargo, whose address is 225 4th Street North, Fargo, North Dakota 58102 (“**City**” or “**Fargo**”), and the Park District of the City of Fargo, whose address is 6100 38th Street South, Fargo, North Dakota 58104 (the “**Park District**”). Together City and the Park District may be referred to as the “**Parties**”.

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

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

WHEREAS, City and Park District desire to have shared facilities to support the Selkirk Place Additions, now existing and as developed in the future; and

WHEREAS, City desires to construct a storm water retention pond on a portion of real property owned by the Park District within Selkirk Place Fourth Addition; and

WHEREAS, Park District desires to have shared use paths installed along with other improvements, including but not limited to native grasses, nature trails, and playground equipment, within Selkirk Place Fourth Addition; and

WHEREAS, City and Park District now wish to memorialize certain terms, conditions, and understanding with respect to the storm water retention pond and planned park facilities/amenities within the Selkirk Place Fourth Addition; and

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

1. Ownership. City currently owns Lot 29, Block 9 of Selkirk Place Fourth Addition.
2. Dedication to Park District. As part of the platting of Selkirk Place Fourth Addition, the Developer is dedicating Lot 15, Block 9, and the City is dedicating Lot 29, Block 9 (“**Park Property**”) to the Park District.
3. Selkirk Place Fourth Pond and Other Storm Water Facilities. Developer has submitted to City a master storm water plan for the entirety of Selkirk Place, both existing and future additions. The master storm water plan demonstrates the necessity for construction of storm water facilities onto the Park Property. To support the Selkirk Place Fourth Addition and future Selkirk Place Additions, a storm water pond and additional storm water facilities must be constructed on the Park Property. The Developer’s overall plan concept is attached hereto as Exhibit A.

4. Grant of Easement and Access. Park District hereby agrees it will grant unto City an easement for the construction of storm water facilities onto the Park Property. Park District shall grant unto City the necessary access for ingress and egress, and for purposes of maintenance and construction, as necessary to carry out the terms of this Agreement. Park District agrees to ensure unimpeded access to the installed amenities for whatever purpose deemed necessary by City.

5. Storm Water Facilities Construction and Maintenance. City shall be solely responsible for the construction necessary for the Selkirk Place Fourth Pond, construction of the storm sewer utilities, site grading on the Park Property, and all necessary appurtenances thereto, including installation of storm water pipe and structures. City shall be responsible for future maintenance of the Selkirk Place Fourth Pond, including removal of sediment within the pond, erosion repair, storm sewer maintenance, and/or replacement and other maintenance deemed necessary by City, in its sole discretion. City shall not be responsible for repairing or correcting erosion or bank sloughing which City deems insignificant or unnecessary to repair, nor repairing or maintaining any Park District improvements made within the easement area of the Park Property. The Parties agree that Park District, in its discretion, may repair or correct erosion or bank sloughing of the Selkirk Place Fourth Pond which City deems insignificant or unnecessary to repair and that, if Park District undertakes such repairs or corrective work, it shall be at the sole cost and expense of Park District.

6. Shared Use Paths. Park District desires to have shared use paths installed from 69th Avenue South to the south end of Lot 15, Block 9 of Selkirk Place Fourth Addition. Developer has requested City to install the concrete shared use paths, and City is willing to undertake such construction and installation as part of the infrastructure project to support Selkirk Place Fourth Addition. Park District has requested, and the Parties hereby agree, that the costs of construction and installation of the shared use paths will be specially assessed to the properties within the Selkirk Place Fourth Addition, in accordance with the City's Infrastructure Funding Policy in effect at the time of such construction. More specifically, the shared use paths will be constructed by City and located on Lots 15 and 29, Block 9 of Selkirk Place Fourth Addition, which will be owned by the Park District.

After initial construction of the shared use paths, City shall not be responsible for the maintenance, repair, or upkeep of the shared use paths within the Selkirk Place Fourth Addition except that City will be responsible for repairing any damage to the concrete caused by the City.

7. Other Park District Improvements. Park District intends to complete, at its discretion, other improvements and amenities to the Park Property located within the Selkirk Place Fourth Addition, including planting native grasses, creating nature trails, park shelter, installing playground equipment, and concrete playground border. Park District hereby agrees that the installation and completion of the other improvements and amenities shall not impact the storm water capacity, the pond, or the storm sewer utilities within Selkirk Place Fourth Addition. City shall not be responsible for the maintenance, repair, or upkeep of any of the Park District's improvements or amenities within the Selkirk Place Fourth Addition, other than as specified in paragraphs 5 and 6 above.

8. Park District General Maintenance. Park District shall be responsible for any and all maintenance not specifically designated to the City in paragraphs 5 and 6 above, including but not limited to vegetation establishment, grass mowing, weed treatment, tree trimming, tree planting, pavement repairs, maintenance, and reconstruction, snow and debris removal, and playground and

equipment maintenance. Park District understands and agrees that it may not construct any improvements or amenities which interfere in any way with the Selkirk Place Fourth Pond or storm sewer utilities. Park District understands and agrees that any work completed by Park District may not impact the City storm sewer system or change the retention pond levels, without prior written consent of City.

9. Signage and Lighting. The Parties agree that City shall be responsible for signage pertaining to the storm water retention ponds within all Selkirk Place Additions. At its discretion, with City approval, Park District may place additional signage and lighting on Lots 15 and 29, Block 9 of Selkirk Place Fourth Addition as an amenity of the Park District, provided such installation is solely at Park District cost, and with City advance written approval so as to ensure the signage and lighting will not be impacted by the varying levels of the Selkirk Place Fourth Pond following a large rain event.

10. Insurance. Both Parties shall secure and be responsible for the necessary insurance for their respective proposed uses and rights under this Agreement.

11. Dispute Resolution.

- a. City and the Park District will each designate a representative who will be the party's representative with respect to any matters relating to the repair and/or maintenance of the improvements and amenities identified herein, which may be in dispute or requiring agreement under the terms of this Agreement. Such representative may be changed from time to time. The representatives will be responsible for resolving any dispute between the parties concerning this Agreement and for the preparing an annual schedule of maintenance and repairs.
- b. If the designated representatives cannot agree with respect to any matter requiring agreement or with respect to any dispute concerning this Agreement, the parties will submit the matter to their respective Boards (or a committee established by the Board) to resolve the dispute.

12. Term. The Parties further agree that the term of this Agreement will be 20 years. This Agreement will automatically renew for successive periods of 20 years. If either party intends to terminate this Agreement at any time, at least 180 days' prior written notice shall be given to the other party. This Agreement is personal as to the Parties, and may not be assigned or transferred without the other party's written consent.

13. Release and Waiver. In consideration of the mutual promises of the Parties and to the fullest extent permitted by law, each party assumes all risk of personal injury or death and property damage or loss from whatever causes arising while that party, its agents, employees or designees are conducting work pursuant to this Agreement and each party releases the other party, its officers, employees, agents or designees relating to or arising out of that parties', agents, employees or designees work pursuant to this Agreement, whether known or unknown, foreseen or unforeseen, liquidated, unliquidated, fixed, contingent, material or immaterial, disputed or undisputed, suspected or unsuspected, direct or indirect, at law or in equity, from the beginning of time, and each party

understands and acknowledges the significance of such release and waiver and hereby assumes full responsibility for any injuries, damages or losses that it may incur as a result of its execution of this Agreement.

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

If to Fargo:

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

If to the Park District:

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

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

15. Time of the Essence. Time is of the essence of each provision of this entire Agreement and of all the conditions thereof.

16. Entire Agreement. This Agreement constitutes the entire and complete agreement between the parties and supersedes any prior oral or written agreements between the parties. It is expressly agreed that there are no verbal understandings or agreements which in any way change the terms, covenants and conditions set forth herein, and that no modification of this Agreement and no waiver of any of its terms and conditions will be effective unless in writing and duly executed by the parties. It does not negate the Parties' rights, duties and obligations under prior agreements pertaining to the other Selkirk Place Additions.

17. Amendments. No amendment, modification, or waiver of any condition, provision or term will be valid or of any effect unless made in writing signed by the party to be bound, or a duly authorized representative, and specifying with particularity the extent and nature of such amendment, modification or waiver.

18. No Forbearance. The failure or delay of any party to insist on the performance of any of the terms of this Agreement, or the waiver of any breach of any of the terms of this Agreement, will not be construed as a waiver of those terms, and those terms will continue and remain in full force and effect as if no forbearance or waiver had occurred and will not affect the validity of this Agreement, or the right to enforce each and every term of this Agreement.

19. Remedies. Except as expressly and specifically stated otherwise, nothing herein will limit the remedies and rights of the Parties under and pursuant to this Agreement.

20. Binding Effect. All covenants, agreements, warranties and provisions of this Agreement will be binding upon and inure to the benefit of the Parties and their respective representatives, successors and assigns.

21. Governing Law. This Agreement has been made and entered into under the laws of the State of North Dakota and said laws will control its interpretation. Any litigation arising out of this Agreement will be venued in State District Court in Cass County, North Dakota, and the Parties waive any objection to venue or personal jurisdiction.

212. Rules of Construction. The Parties acknowledge that they have had the opportunity to review this Agreement, and that they have an equal bargaining position in this transaction. No rule of construction that would cause any ambiguity in any provision to be construed against the drafter of this document will be operative against any party to this Agreement.

23. Representation. The Parties, having been represented by counsel or having waived the right to counsel, have carefully read and understand the contents of this Agreement, and agree they have not been influenced by any representations or statements made by any other parties.

24. Headings. Headings in this Agreement are for convenience only and will not be used to interpret or construe its provisions.

(Signatures appear on the following pages)

Dated this _____ day of _____, 2026.

CITY OF FARGO, NORTH DAKOTA, a
municipal corporation

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

ATTEST:

Dated this ____ day of _____, 2026.

Park District of the City of Fargo

By:

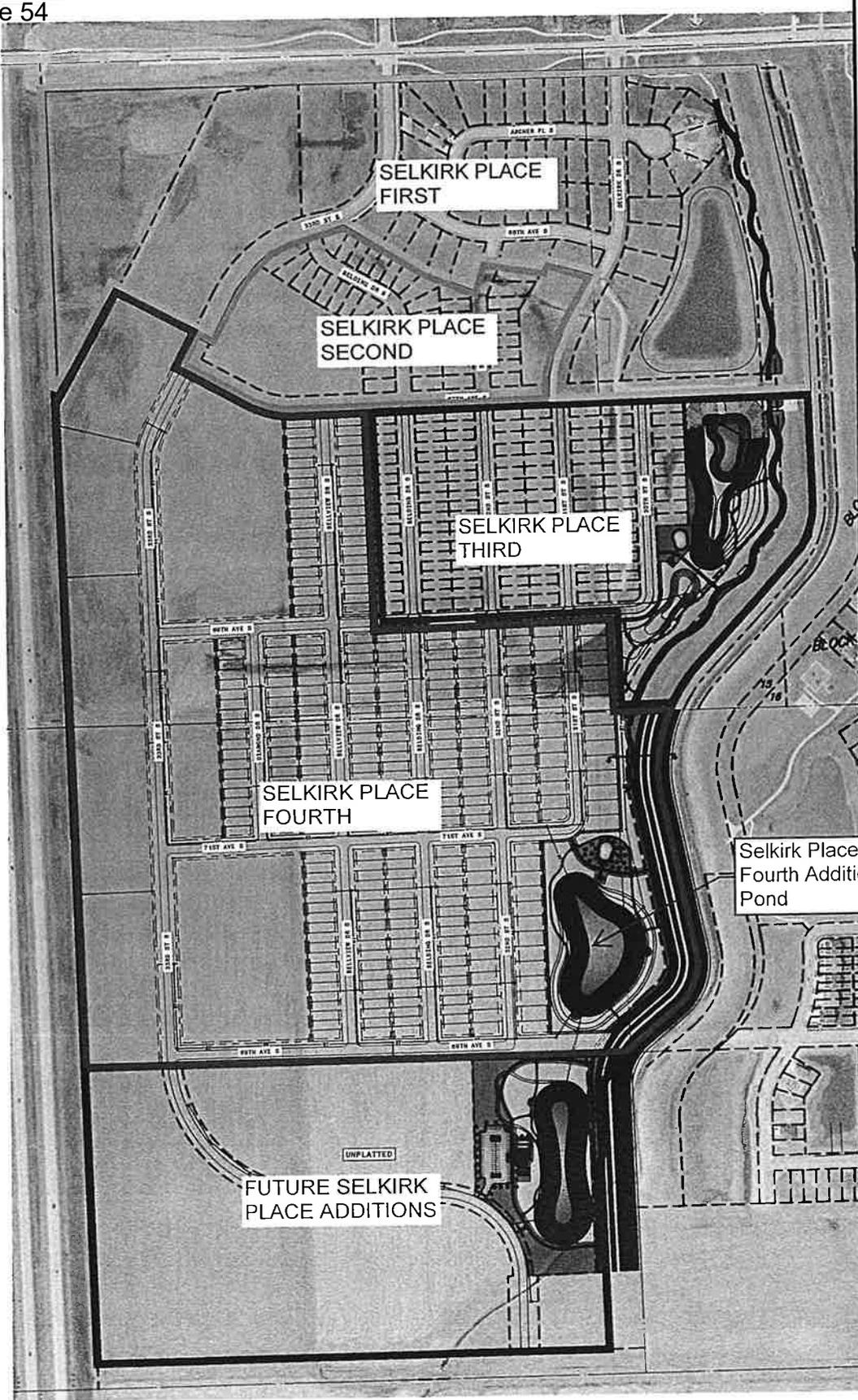
Its:

ATTEST:

_____, Clerk

EXHIBIT "A"

MBN
 ENGINEERS
 MECHANICAL * ELECTRICAL * CIVIL
 803 7TH ST. N., SUITE 200
 FARGO, ND 58102
 PHONE: 781.476.6336
 FAX: 781.476.6338



SELKIRK PLACE FIRST

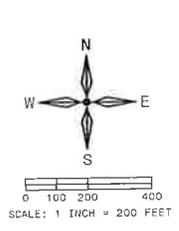
SELKIRK PLACE SECOND

SELKIRK PLACE THIRD

SELKIRK PLACE FOURTH

Selkirk Place Fourth Addition Pond

UNPLATTED
 FUTURE SELKIRK PLACE ADDITIONS



LEGEND:

	NATIVE PRAIRIE GRASS MIX
	FESCUE GRASS MIX
	NATIVE PLAYGROUND/PEDESTRIAN AREAS
	WET DETENTION POND
	NATIVE TRAILS
	REINFORCED CONCRETE TRAILS

EAGLE RIDGE DEVELOPMENT
 SELKIRK 4TH ADDITION
 FARGO, NORTH DAKOTA

NON JOB #: 25-128 DATE: 6-27-25

SELKIRK MASTER PLAN

C1.0

PERMANENT EASEMENT
(Storm Sewer)

KNOW ALL MEN BY THESE PRESENTS that **PARK DISTRICT OF THE CITY OF FARGO**, 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 it 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 permanent and perpetual easement under, over, upon and in the land hereinafter described for the purpose of constructing, operating, maintaining and repairing a storm sewer, together with the customary appurtenances, said tracts being described as follows:

STORM SEWER EASEMENT DESCRIPTION

That part of Lot 15, Block 9, SELKIRK PLACE FOURTH ADDITION, according to the recorded plat thereof, on file and of record in the office of the Recorder, Cass County, North Dakota, being a strip of land 40.00 feet wide, 20.00 feet on each side of a centerline described as follows:

Commencing at the northwest corner of said Lot 15; thence South 01 degree 54 minutes 38 seconds East on a record bearing along the west line of said Lot 15 for a distance of 114.91 feet; thence North 87 degrees 59 minutes 22 seconds East for a distance of 88.41 feet to the point of beginning of said centerline; thence North 22 degrees 12 minutes 29 seconds West for a distance of 111.79 feet to a point on a line 10.00 feet south of, as measured at a right angle to and parallel with the northerly line of said Lot 15 and said centerline there terminates. The sidelines of said 40.00 foot wide strip shall be lengthened or shortened to terminate on said parallel line 10.00 feet south of the northerly line of Lot 15 and on lines bearing

South 87 degrees 59 minutes 22 seconds West and North 87 degrees 59 minutes 22 seconds East from the point of beginning.

AND

That part of Lot 29, Block 9 said SELKIRK PLACE FOURTH ADDITION, described as follows:

Beginning at the northwest corner of said Lot 29; thence South 02 degrees 09 minutes 40 seconds East on a record bearing along the west line of said Lot 29 for a distance of 471.55 feet to the southeast corner of Lot 14, said Block 9; thence North 88 degrees 05 minutes 22 seconds East on the easterly extension of the south line of said Lot 14 for a distance of 20.95 feet; thence South 11 degrees 40 minutes 42 seconds East for a distance of 258.11 feet; thence North 78 degrees 19 minutes 18 seconds East for a distance of 40.00 feet to the easterly line of said Lot 29; thence North 11 degrees 40 minutes 42 seconds West along said easterly line for a distance of 340.67 feet; thence northerly, along said easterly line, on a tangential curve concave to the east, having a radius of 747.96 feet and a central angle of 15 degrees 06 minutes 03 seconds for an arc distance of 197.13 feet; thence North 02 degrees 09 minutes 40 seconds West for a distance of 186.28 feet to the north line of said Lot 29; thence South 89 degrees 05 minutes 56 seconds West along said north line for a distance of 40.01 feet to the point of beginning.

The above described tract contains a combined 34,565 square feet, more or less, and is subject to all easements, restrictions, reservations and rights-of-way of record, if any.

The easement area is pictorially represented on Exhibit A attached hereto and incorporated herein by reference.

Grantor, its 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 under, over, in 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, its successors and assigns, further agrees that it will not disturb, injure, molest or in any manner interfere with said storm 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 or other obstacles of any

kind shall be placed or located upon the tract so as to interfere in any manner with the construction, operation, maintenance or repair of said storm 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 constructing of said storm sewer and customary appurtenances was begun.

[Signature pages to follow]

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

GRANTOR:

PARK DISTRICT OF THE CITY OF FARGO

By: Susan Faus, Executive Director

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 Susan Faus to me known to be the Executive Director of the **PARK DISTRICT OF THE CITY OF FARGO**, and executed the within and foregoing instrument, and acknowledged the same.

(SEAL)

Notary Public
My Commission Expires:

GRANTEE:

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

Timothy J. Mahoney, Mayor

ATTEST:

Angie Bear, Deputy 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 Timothy J. Mahoney 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 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:
Shawn M. Thomasson (LS-5900)
Professional Land Surveyor
Bolton & Menk
3168 41st St S, Suite 2
Fargo ND 58104
(701) 566-5339

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

EASEMENT EXHIBIT

POND EASEMENT DESCRIPTION

That part of Lot 15 and Lot 29, Block 9, SELKIRK PLACE FOURTH ADDITION, according to the recorded plat thereof, on file and of record in the office of the Recorder, Cass County, North Dakota, described as follows:

Commencing at the northwest corner of said Lot 15; thence South 01 degree 54 minutes 38 seconds East on a record bearing along the west line of said Lot 15 for a distance of 114.91 feet; thence North 87 degrees 59 minutes 22 seconds East for a distance of 7.50 feet to the point of beginning; thence continuing North 87 degrees 59 minutes 22 seconds East for a distance of 154.90 feet; thence South 62 degrees 19 minutes 08 seconds East for a distance of 228.41 feet; thence North 78 degrees 19 minutes 18 seconds East for a distance of 60.00 feet to the easterly line of said Lot 29; thence South 11 degrees 40 minutes 42 seconds East along said easterly line for a distance of 276.93 feet; thence southwesterly along said easterly line on a tangential curve concave to the west, having a radius of 111.48 feet and a central angle of 60 degrees 37 minutes 00 seconds for an arc distance of 117.94 feet; thence South 48 degrees 56 minutes 18 seconds West along the easterly line of said Lot 29 and along the southeasterly line of said Lot 15 for a distance of 244.30 feet; thence southwesterly along said southeasterly line on a tangential curve concave to the southeast, having a radius of 461.48 feet and a central angle of 04 degrees 13 minutes 10 seconds for an arc distance of 33.98 feet to a point on a line 10.00 feet north of, as measured at a right angle to and parallel with the south line of said Lot 15; thence South 89 degrees 05 minutes 36 seconds West along said parallel line for a distance of 205.20 feet to a point on a line 7.5 feet east of, as measured at a right angle to and parallel with the west line of said Lot 15; thence North 01 degree 54 minutes 38 seconds West along said parallel line for a distance of 653.67 feet to the point of beginning.

The above described tract contains 245,995 square feet, more or less, and is subject to all easements, restrictions, reservations and rights-of-way of record, if any.

SURVEYOR'S NOTES:

1. Bearing Orientation: Selkirk Place Fourth Addition, according to the recorded plat thereof.
2. This survey was performed, and the survey map prepared, without benefit of either a title insurance commitment or an attorney's title opinion. The record boundary and easement information (if any) shown hereon is based on information provided by the client. Research of documents affecting title to the property surveyed or adjoining properties has been limited to a cursory review of record information and it is recommended that all title matters affecting this property and survey be reviewed by an attorney or other title professional.



SHEET 1 OF 3

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BOLTON & MENK

3168 41ST STREET SOUTH
SUITE 2
FARGO, ND 58104
(701) 566-5339

PART OF LOTS 15 & 29, BLOCK 9,
SELKIRK PLACE FOURTH ADDITION
CITY OF FARGO, CASS COUNTY, NORTH DAKOTA

FOR: EAGLERIDGE DEVELOPMENT

DRAWN BY: SMT

H:\YEARIDDEV_P\125X138771000\CAD\C3D\138771_V_PROP_POND_ESMT-SELKIRK 4TH.dwg 12/9/2025 1:08 PM

JOB NUMBER: 25X138771

EASEMENT EXHIBIT

STORM SEWER EASEMENT DESCRIPTION

That part of Lot 15, Block 9, SELKIRK PLACE FOURTH ADDITION, according to the recorded plat thereof, on file and of record in the office of the Recorder, Cass County, North Dakota, being a strip of land 40.00 feet wide, 20.00 feet on each side of a centerline described as follows:

Commencing at the northwest corner of said Lot 15; thence South 01 degree 54 minutes 38 seconds East on a record bearing along the west line of said Lot 15 for a distance of 114.91 feet; thence North 87 degrees 59 minutes 22 seconds East for a distance of 88.41 feet to the point of beginning of said centerline; thence North 22 degrees 12 minutes 29 seconds West for a distance of 111.79 feet to a point on a line 10.00 feet south of, as measured at a right angle to and parallel with the northerly line of said Lot 15 and said centerline there terminates. The sidelines of said 40.00 foot wide strip shall be lengthened or shortened to terminate on said parallel line 10.00 feet south of the northerly line of Lot 15 and on lines bearing South 87 degrees 59 minutes 22 seconds West and North 87 degrees 59 minutes 22 seconds East from the point of beginning.

AND

That part of Lot 29, Block 9 said SELKIRK PLACE FOURTH ADDITION, described as follows:

Beginning at the northwest corner of said Lot 29; thence South 02 degrees 09 minutes 40 seconds East on a record bearing along the west line of said Lot 29 for a distance of 471.55 feet to the southeast corner of Lot 14, said Block 9; thence North 88 degrees 05 minutes 22 seconds East on the easterly extension of the south line of said Lot 14 for a distance of 20.95 feet; thence South 11 degrees 40 minutes 42 seconds East for a distance of 258.11 feet; thence North 78 degrees 19 minutes 18 seconds East for a distance of 40.00 feet to the easterly line of said Lot 29; thence North 11 degrees 40 minutes 42 seconds West along said easterly line for a distance of 340.67 feet; thence northerly, along said easterly line, on a tangential curve concave to the east, having a radius of 747.96 feet and a central angle of 15 degrees 06 minutes 03 seconds for an arc distance of 197.13 feet; thence North 02 degrees 09 minutes 40 seconds West for a distance of 186.28 feet to the north line of said Lot 29; thence South 89 degrees 05 minutes 56 seconds West along said north line for a distance of 40.01 feet to the point of beginning.

The above described tract contains a combined 34,565 square feet, more or less, and is subject to all easements, restrictions, reservations and rights-of-way of record, if any.

SURVEYOR'S CERTIFICATION:

I hereby certify that this survey, plan, or report was prepared by me or under my direct supervision and that I am a duly licensed Land Surveyor under the laws of the State of North Dakota.

Shawn M. Thomasson 12-09-25
Shawn M. Thomasson, ND PLS 5900 Date



State of North Dakota }
County of Cass }ss

On this 9 day of December, 2025, before me, a notary public within and for said County and State, personally appeared Shawn M. Thomasson, 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.

Amber Coulhart
Notary Public

AMBER COULTHART
Notary Public
State Of North Dakota
My Commission Expires July 1, 2029

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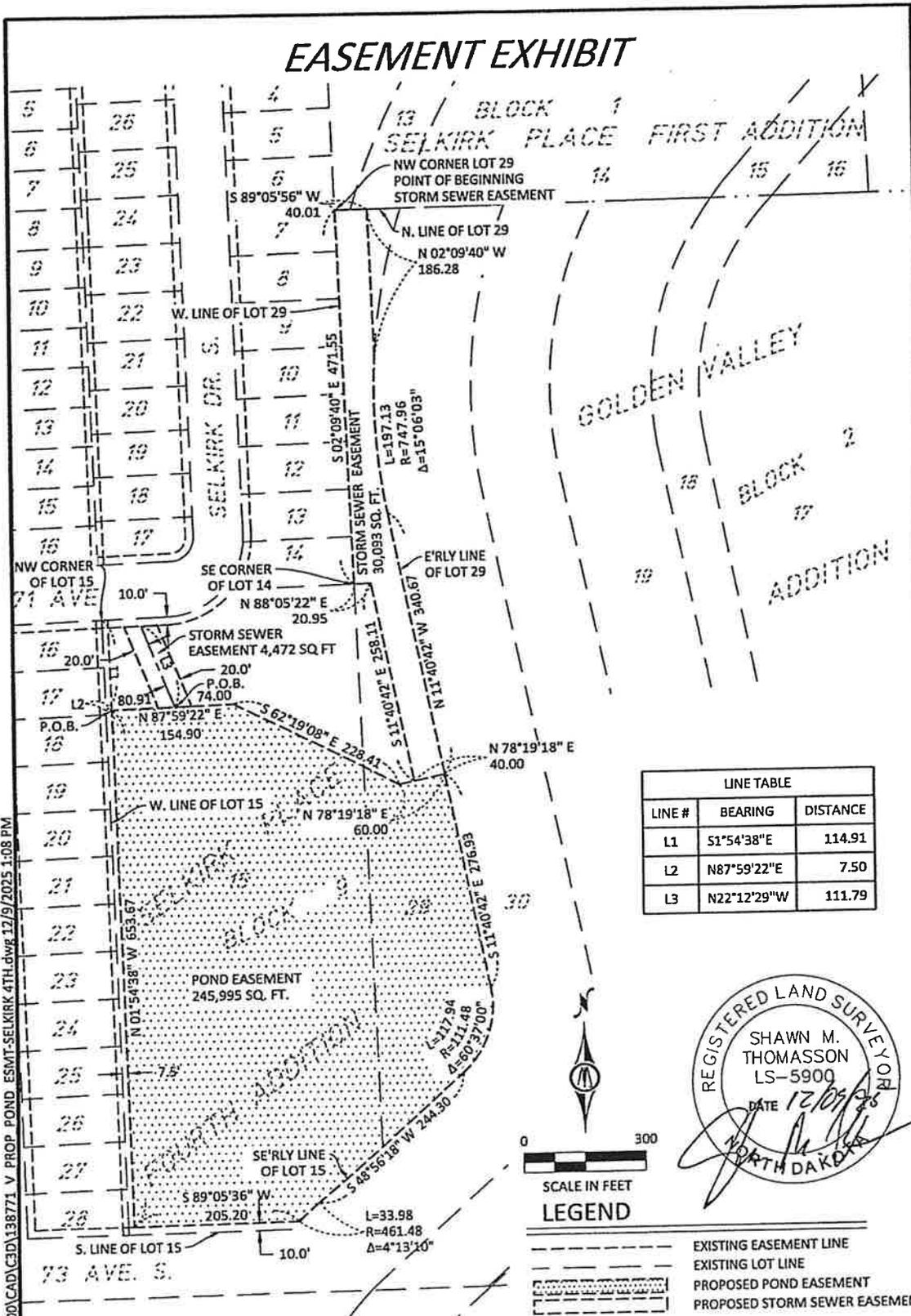
EASEMENT EXHIBIT	
CASS COUNTY, NORTH DAKOTA	
	3168 41ST STREET SOUTH SUITE 2 FARGO, ND 58104 (701) 566-5339

PART OF LOTS 15 & 29, BLOCK 9, SELKIRK PLACE FOURTH ADDITION CITY OF FARGO, CASS COUNTY, NORTH DAKOTA FOR: EAGLERIDGE DEVELOPMENT
--

SHEET 2 OF 3

DRAWN BY: SMT

JOB NUMBER: 25X138771



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SHEET 3 OF 3

EASEMENT EXHIBIT
CASS COUNTY, NORTH DAKOTA

BOLTON & MENK

3168 41ST STREET SOUTH
SUITE 2
FARGO, ND 58104
(701) 566-5339

PART OF LOTS 15 & 29, BLOCK 9,
SELKIRK PLACE FOURTH ADDITION
CITY OF FARGO, CASS COUNTY, NORTH DAKOTA

FOR: EAGLERIDGE DEVELOPMENT

DRAWN BY: SMT

JOB NUMBER: 25X138771

PERMANENT EASEMENT
(Retention Pond)

KNOW ALL MEN BY THESE PRESENTS that **PARK DISTRICT OF THE CITY OF FARGO**, 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 it 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 permanent and perpetual easement for the construction of a retention pond, together with any and all other appurtenant structures or devices, said tracts of land being described as follows:

POND EASEMENT DESCRIPTION

That part of Lot 15 and Lot 29, Block 9, SELKIRK PLACE FOURTH ADDITION, according to the recorded plat thereof, on file and of record in the office of the Recorder, Cass County, North Dakota, described as follows:

Commencing at the northwest corner of said Lot 15; thence South 01 degree 54 minutes 38 seconds East on a record bearing along the west line of said Lot 15 for a distance of 114.91 feet; thence North 87 degrees 59 minutes 22 seconds East for a distance of 7.50 feet to the point of beginning; thence continuing North 87 degrees 59 minutes 22 seconds East for a distance of 154.90 feet; thence South 62 degrees 19 minutes 08 seconds East for a distance of 228.41 feet; thence North 78 degrees 19 minutes 18 seconds East for a distance of 60.00 feet to the easterly line of said Lot 29; thence South 11 degrees 40 minutes 42 seconds East along said easterly line for a distance of 276.93 feet; thence southwesterly along said easterly line on a tangential curve concave to the west, having a radius of 111.48 feet and a central angle of 60 degrees 37 minutes 00 seconds for an arc distance of 117.94 feet; thence

South 48 degrees 56 minutes 18 seconds West along the easterly line of said Lot 29 and along the southeasterly line of said Lot 15 for a distance of 244.30 feet; thence southwesterly along said southeasterly line on a tangential curve concave to the southeast, having a radius of 461.48 feet and a central angle of 04 degrees 13 minutes 10 seconds for an arc distance of 33.98 feet to a point on a line 10.00 feet north of, as measured at a right angle to and parallel with the south line of said Lot 15; thence South 89 degrees 05 minutes 36 seconds West along said parallel line for a distance of 205.20 feet to a point on a line 7.5 feet east of, as measured at a right angle to and parallel with the west line of said Lot 15; thence North 01 degree 54 minutes 38 seconds West along said parallel line for a distance of 653.67 feet to the point of beginning.

The above described tract contains 245,995 square feet, more or less, and is subject to all easements, restrictions, reservations and rights-of-way of record, if any.

The easement area is pictorially represented on Exhibit A attached hereto and incorporated herein by reference.

Grantor, its 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 under, over, in 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. Grantee, its successor and assigns, will perform any and all maintenance required to the above-described tracts of land, including but not limited to pond slope maintenance, erosion control devices, and turf maintenance.

Grantor, its successors and assigns, further agrees that it will not disturb, injure, molest or in any manner interfere with said retention pond, as constructed, 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, shrubs, sprinkler systems or other obstacles of any kind shall be placed or located upon the tract so as to interfere with said retention pond.

[Signature pages to follow]

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

GRANTOR:

PARK DISTRICT OF THE CITY OF FARGO

By: Susan Faus, Executive Director

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 Susan Faus to me known to be the Executive Director of the **PARK DISTRICT OF THE CITY OF FARGO**, and executed the within and foregoing instrument, and acknowledged the same.

(SEAL)

Notary Public
My Commission Expires:

GRANTEE:

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

Timothy J. Mahoney, Mayor

ATTEST:

Angie Bear, Deputy 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 Timothy J. Mahoney 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 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:
Shawn M. Thomasson (LS-5900)
Professional Land Surveyor
Bolton & Menk
3168 41st St S, Suite 2
Fargo ND 58104
(701) 566-5339

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

EASEMENT EXHIBIT

POND EASEMENT DESCRIPTION

That part of Lot 15 and Lot 29, Block 9, SELKIRK PLACE FOURTH ADDITION, according to the recorded plat thereof, on file and of record in the office of the Recorder, Cass County, North Dakota, described as follows:

Commencing at the northwest corner of said Lot 15; thence South 01 degree 54 minutes 38 seconds East on a record bearing along the west line of said Lot 15 for a distance of 114.91 feet; thence North 87 degrees 59 minutes 22 seconds East for a distance of 7.50 feet to the point of beginning; thence continuing North 87 degrees 59 minutes 22 seconds East for a distance of 154.90 feet; thence South 62 degrees 19 minutes 08 seconds East for a distance of 228.41 feet; thence North 78 degrees 19 minutes 18 seconds East for a distance of 60.00 feet to the easterly line of said Lot 29; thence South 11 degrees 40 minutes 42 seconds East along said easterly line for a distance of 276.93 feet; thence southwesterly along said easterly line on a tangential curve concave to the west, having a radius of 111.48 feet and a central angle of 60 degrees 37 minutes 00 seconds for an arc distance of 117.94 feet; thence South 48 degrees 56 minutes 18 seconds West along the easterly line of said Lot 29 and along the southeasterly line of said Lot 15 for a distance of 244.30 feet; thence southwesterly along said southeasterly line on a tangential curve concave to the southeast, having a radius of 461.48 feet and a central angle of 04 degrees 13 minutes 10 seconds for an arc distance of 33.98 feet to a point on a line 10.00 feet north of, as measured at a right angle to and parallel with the south line of said Lot 15; thence South 89 degrees 05 minutes 36 seconds West along said parallel line for a distance of 205.20 feet to a point on a line 7.5 feet east of, as measured at a right angle to and parallel with the west line of said Lot 15; thence North 01 degree 54 minutes 38 seconds West along said parallel line for a distance of 653.67 feet to the point of beginning.

The above described tract contains 245,995 square feet, more or less, and is subject to all easements, restrictions, reservations and rights-of-way of record, if any.

SURVEYOR'S NOTES:

1. Bearing Orientation: Selkirk Place Fourth Addition, according to the recorded plat thereof.
2. This survey was performed, and the survey map prepared, without benefit of either a title insurance commitment or an attorney's title opinion. The record boundary and easement information (if any) shown hereon is based on information provided by the client. Research of documents affecting title to the property surveyed or adjoining properties has been limited to a cursory review of record information and it is recommended that all title matters affecting this property and survey be reviewed by an attorney or other title professional.



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SHEET 1 OF 3



BOLTON & MENK

3168 41ST STREET SOUTH
SUITE 2
FARGO, ND 58104
(701) 566-5339

PART OF LOTS 15 & 29, BLOCK 9,
SELKIRK PLACE FOURTH ADDITION
CITY OF FARGO, CASS COUNTY, NORTH DAKOTA

FOR: EAGLERIDGE DEVELOPMENT

DRAWN BY: SMT

JOB NUMBER: 25X138771

EASEMENT EXHIBIT

STORM SEWER EASEMENT DESCRIPTION

That part of Lot 15, Block 9, SELKIRK PLACE FOURTH ADDITION, according to the recorded plat thereof, on file and of record in the office of the Recorder, Cass County, North Dakota, being a strip of land 40.00 feet wide, 20.00 feet on each side of a centerline described as follows:

Commencing at the northwest corner of said Lot 15; thence South 01 degree 54 minutes 38 seconds East on a record bearing along the west line of said Lot 15 for a distance of 114.91 feet; thence North 87 degrees 59 minutes 22 seconds East for a distance of 88.41 feet to the point of beginning of said centerline; thence North 22 degrees 12 minutes 29 seconds West for a distance of 111.79 feet to a point on a line 10.00 feet south of, as measured at a right angle to and parallel with the northerly line of said Lot 15 and said centerline there terminates. The sidelines of said 40.00 foot wide strip shall be lengthened or shortened to terminate on said parallel line 10.00 feet south of the northerly line of Lot 15 and on lines bearing South 87 degrees 59 minutes 22 seconds West and North 87 degrees 59 minutes 22 seconds East from the point of beginning.

AND

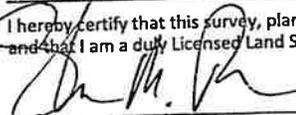
That part of Lot 29, Block 9 said SELKIRK PLACE FOURTH ADDITION, described as follows:

Beginning at the northwest corner of said Lot 29; thence South 02 degrees 09 minutes 40 seconds East on a record bearing along the west line of said Lot 29 for a distance of 471.55 feet to the southeast corner of Lot 14, said Block 9; thence North 88 degrees 05 minutes 22 seconds East on the easterly extension of the south line of said Lot 14 for a distance of 20.95 feet; thence South 11 degrees 40 minutes 42 seconds East for a distance of 258.11 feet; thence North 78 degrees 19 minutes 18 seconds East for a distance of 40.00 feet to the easterly line of said Lot 29; thence North 11 degrees 40 minutes 42 seconds West along said easterly line for a distance of 340.67 feet; thence northerly, along said easterly line, on a tangential curve concave to the east, having a radius of 747.96 feet and a central angle of 15 degrees 06 minutes 03 seconds for an arc distance of 197.13 feet; thence North 02 degrees 09 minutes 40 seconds West for a distance of 186.28 feet to the north line of said Lot 29; thence South 89 degrees 05 minutes 56 seconds West along said north line for a distance of 40.01 feet to the point of beginning.

The above described tract contains a combined 34,565 square feet, more or less, and is subject to all easements, restrictions, reservations and rights-of-way of record, if any.

SURVEYOR'S CERTIFICATION:

I hereby certify that this survey, plan, or report was prepared by me or under my direct supervision and that I am a duly Licensed Land Surveyor under the laws of the State of North Dakota.

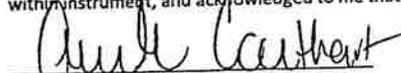

Shawn M. Thomasson, ND PLS 5900

12-05-25
Date



State of North Dakota }
County of Cass }ss

On this 9 day of December, 2025, before me, a notary public within and for said County and State, personally appeared Shawn M. Thomasson, 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

AMBER COULHART
Notary Public
State Of North Dakota
My Commission Expires July 1, 2029

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SHEET 2 OF 3

EASEMENT EXHIBIT
CASS COUNTY, NORTH DAKOTA

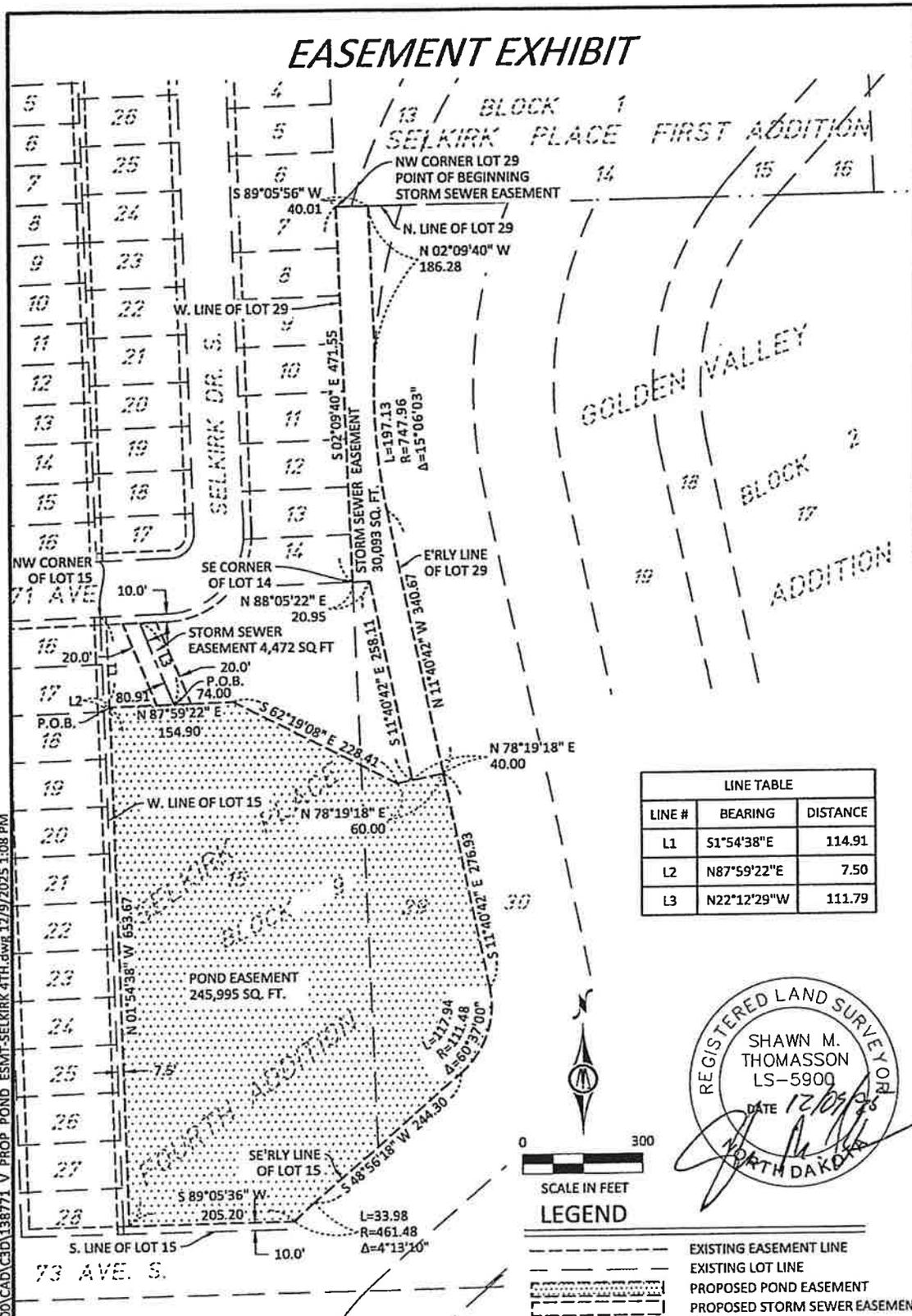
 **BOLTON & MENK**

3168 41ST STREET SOUTH
SUITE 2
FARGO, ND 58104
(701) 566-5339

PART OF LOTS 15 & 29, BLOCK 9,
SELKIRK PLACE FOURTH ADDITION
CITY OF FARGO, CASS COUNTY, NORTH DAKOTA

FOR: EAGLERIDGE DEVELOPMENT

JOB NUMBER: 25X138771



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SHEET 3 OF 3

EASEMENT EXHIBIT
CASS COUNTY, NORTH DAKOTA

BOLTON & MENK

3168 41ST STREET SOUTH
SUITE 2
FARGO, ND 58104
(701) 566-5339

PART OF LOTS 15 & 29, BLOCK 9,
SELKIRK PLACE FOURTH ADDITION
CITY OF FARGO, CASS COUNTY, NORTH DAKOTA

FOR: EAGLERIDGE DEVELOPMENT

DRAWN BY: SMT

JOB NUMBER: 25X138771

8

PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

Type: Water Main Easement

Location: 2213 7th Avenue North

Date of Hearing: 1/26/2026

<u>Routing</u>	<u>Date</u>
City Commission	<u>2/2/2026</u>
PWPEC File	<u>X</u>
Project File	<u>Matt Jennings</u>

The Committee reviewed the accompanying correspondence from Civil Engineer, Matt Jennings, regarding a permanent water main easement at 2213 7th Avenue North.

The City of Fargo vacated a portion of 22nd Street North public right of way between 7th Avenue and 8th Avenue North on February 7, 2025. This vacated public right of way has existing City of Fargo water main components. There are 2 hydrant locations stubbed out to the west of the water main which we are looking to acquire permanent easement for. John T. Jones desires a consent to construct agreement within the vacated right of way. Engineering will not sign off prior to recording of this permanent water main easement.

Staff is recommending approval of the easement at 2213 7th Avenue North with John T. Jones.

On a motion by Ben Dow, seconded by Brenda Derrig, the Committee voted to recommend approval of the Permanent Water Main Easement at 2213 7th Avenue North.

RECOMMENDED MOTION

Concur with the recommendations of PWPEC and approve the Permanent Water Main Easement at 2213 7th Avenue North with John T. Jones Construction, Inc.

PROJECT FINANCING INFORMATION:

Recommended source of funding for project: N/A

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

COMMITTEE

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

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

ATTEST:

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



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

Memorandum

To: Members of PWPEC
From: Matthew Jennings, ROW Management
Date: January 7, 2026
Re: Permanent Watermain Easement – 2213 7th Avenue North – John T. Jones Construction, Inc

Background:

The City of Fargo vacated a portion of 22nd Street North public right of way between 7th Avenue North and 8th Avenue North on February 7, 2025. This vacated public right of way has existing City of Fargo watermain components, which the City of Fargo was not granted an easement to access at the time of vacation. There are 2 hydrant locations stubbed out to the west of the watermain which we are looking to acquire a permanent easement for.

John T. Jones desires a consent to construct agreement within the vacated right of way but Engineering will not sign off on that consent to construct prior to recording this permanent watermain easement.

Attached is the Permanent Watermain Easement for the two mentioned hydrant locations with John T. Jones Construction, Inc at 2213 7th Avenue North. This is to allow the City of Fargo the right to maintain, access and utilize the two existing hydrants within the vacated property.

Recommended Motion:

Recommend approval of the Permanent Watermain Easement with John T. Jones Construction, Inc for \$1.

PERMANENT EASEMENT
(Water Main)

KNOW ALL MEN BY THESE PRESENTS that **JOHN T. JONES CONSRUCTION, INC**, a North Dakota Corporation, hereinafter referred to as “Grantor”, for and in consideration of the sum of One and no/100 Dollars (\$1.00) and other valuable consideration 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 permanent and perpetual easement over, upon and in the land hereinafter described for the purpose of operating, maintaining and repairing water main, hydrants and gate valves together with customary appurtenances, said tracts being more particularly described as follows:

Two tracts of land in **FIRST INDUSTRIAL SUBDIVISION OF BEARDSLEY’S ADDITION** to the City of Fargo, Cass County, North Dakota within the Vacation Plat prepared by Lowry Engineering and approved by the Fargo City Commission on February 7, 2025, on file as document #1728715 at the Cass County Recorder’s Office, more particularly described as:

Tract A:

Commencing at the northwest corner of lot 16, block 34 of Beardsley's addition; thence S87°26'45"W, on the westerly extension of the north line of said block 34, a distance of 70.00 feet to the northeast corner of said Vacation Plat document #1728715, the point of beginning; thence S87°26'45"W, on the north line of said

Vacation Plat, a distance of 20.00 feet; thence S02°33'15"E a distance of 20.00 feet; thence N87°26'45"E a distance of 20.00 feet to the east line of said Vacation Plat; thence N02°33'15"W, on said east line, a distance of 20.00 feet to the point of beginning.

Said tract contains 400 square feet, more or less.

Tract B:

Commencing at the northwest corner of lot 16, block 34 of Beardsley's addition; thence S87°26'45"W, on the westerly extension of the north line of said block 34, a distance of 70.00 feet to the northeast corner of said Vacation Plat document #1728715; thence S02°33'15"E, on the east line of said Vacation Plat, a distance of 294.00 feet to the point of beginning; thence S87°26'45"W a distance of 20.00 feet; thence S02°33'15"E a distance of 20.00 feet; thence N87°26'45"E, a distance of 20.00 feet, to a point on said east line; thence N02°33'15"W, on said east line, a distance of 20.00 feet to the point of beginning.

Said tract contains 400 square feet, more or less.

Grantor, its 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, its successors and assigns, further agrees that it will not disturb, injure, molest or in any manner interfere with said water main 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 it will not store any items on the easement area that cannot be removed in 24 hours or less. In the event Grantee needs access to the easement area and is impeded by items stored upon the

easement area, the Grantee will notify the Grantor that any items on the easement area must be moved in 24 hours or less after notification. If Grantor fails to move the items within 24 hours, Grantee shall use care to move the items but Grantee will not be responsible for any damage to items it relocates. In the event of an emergency as determined at the discretion of the Grantee, which shall include but not necessarily be limited to a leak, break or firefighting usage of the water main and related infrastructure, any issue which may reasonably result in damage or injury to person, property, the public, or Grantee's infrastructure, and other circumstances necessitating immediate access to the easement area, the Grantee can remove items located within the easement area immediately after Grantee makes a reasonable attempt to notify Grantor. Grantee shall use care in moving the items but Grantee will not be responsible for any damage to items relocated.

9

REPORT OF ACTION

PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

Type: Overdimensional Vehicle Truck Route Map Revision

Location: Citywide

Date of Hearing: 1/26/2026

<u>Routing</u>	<u>Date</u>
City Commission	<u>2/2/2026</u>
PWPEC File	<u>X</u>
Project File	<u>Jason Baker</u>

The Committee reviewed a communication from Civil Engineer, Jason Baker, regarding proposed updates to the Overdimensional Vehicle Truck Route Map.

On a motion by Susan Thompson, seconded by Nicole Crutchfield, the Committee voted to recommend approval of the changes to the Overdimensional Vehicle Truck Route Map.

RECOMMENDED MOTION

Concur with the recommendations of PWPEC and approve the changes to the Overdimensional Vehicle Truck Route Map.

PROJECT FINANCING INFORMATION:

Recommended source of funding for project: N/A

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

COMMITTEE

	<u>Present</u>	<u>Yes</u>	<u>No</u>	<u>Unanimous</u>
				<u> </u>
Tim Mahoney, Mayor	<u>✓</u>	<u>✓</u>	<u>Γ</u>	
Nicole Crutchfield, Director of Planning	<u>✓</u>	<u>✓</u>	<u>Γ</u>	
Gary Lorenz, Fire Chief	<u>✓</u>	<u>✓</u>	<u>Γ</u>	
Brenda Derrig, Assistant City Administrator	<u>✓</u>	<u>✓</u>	<u>Γ</u>	
Ben Dow, Director of Operations	<u>✓</u>	<u>✓</u>	<u>Γ</u>	
Tom Knakmuhs, City Engineer	<u>✓</u>	<u>✓</u>	<u>Γ</u>	
Susan Thompson, Finance Director	<u>✓</u>	<u>✓</u>	<u>Γ</u>	

ATTEST:

C: Kristi Olson

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

Memorandum

To: Members of PWPEC
From: Jason Baker, Civil Engineer
Date: January 21, 2026
Re: Overdimensional Vehicle Truck Route Map Revision

Background:

The current Truck Route Map has been in place since 2020. With the construction/reconstruction of the City of Fargo streets, some streets can now be changed to designated truck routes due to the build of the road.

See the attachments for the proposed truck route map as well as the list of proposed changes.

Recommended Motion:

Approve the 2026 Revision of the Truck Route Map.

JMB/klb

Attachments:

- 2026 Proposed Truck Route Map
- 2026 List of Truck Route Changes

C: Jeremy Gorden, Traffic Engineer

2026 Truck Route Map Changes

Roads upgraded from “Restricted Truck Route” to “Non-Restricted Truck Route” due to reconstruction of roadway from an existing asphalt road to a New Concrete Road since the 2017 Truck Route Map update.

1. University Dr N from 32nd Ave N to CR 20
2. 7th Ave N from 10th St N to 2nd St N
3. NP Ave N from 10th St N to Broadway
4. Main Ave from Broadway to University Dr N

Roads added to the Truck Route System either from a Class 1/A or Newly Constructed.

1. 43rd St N from CR 20 up towards 45th St N (Non-Restricted Truck Route)
2. 48th Ave N from Old 81 to 37th St N (Non-Restricted Truck Route)
3. 41st St N from 48th Ave N to dead end by 51st Ave N (Non-Restricted Truck Route)
4. 37th St N from 46th Ave N (Non-Restricted Truck Route)
5. 37th St N from CR 20 to 46th Ave N (Restricted Truck Route)
6. 46th Ave N from 37th St N to 33rd St N (Non-Restricted Truck Route)
7. 44th Ave N from Old 81 to 37th St N (Non-Restricted Truck Route)
8. 45th St N from 19th Ave N to 28th Ave N (Non-Restricted Truck Route)
9. 42nd St N from 24th Ave N to 32nd Ave N (Non-Restricted Truck Route)
10. 43rd St N from 28th Ave N to 32nd Ave N (Non-Restricted Truck Route)
11. 28th Ave N from 45th St N to east of 42nd St N (Non-Restricted Truck Route)
12. 30th Ave N from 43rd St N to east of 42nd St N (Non-Restricted Truck Route)
13. 32nd Ave N from 43rd St N to 42nd St N (Non-Restricted Truck Route)
14. 8th St N from Main Ave to NP Ave N (Non-Restricted Truck Route)
15. Veterans Blvd from 52nd Ave S to 53rd Ave S (Non-Restricted Truck Route)
16. 45th St S from 52nd Ave S to 56th Ave S (Non-Restricted Truck Route)
17. 45th St S from 56th Ave S to 64th Ave S (Restricted Truck Route)
18. 64th Ave S from 45th St S to 25th St S (Non-Restricted Truck Route)
19. 38th St S from 64th Ave S to 58th Ave S (Non-Restricted Truck Route)
20. Alexander Dr S from 51st Ave S to 38th St S (Non-Restricted Truck Route)
21. 76th Ave S from 25th St to University Dr S (Non-restricted Truck Route)

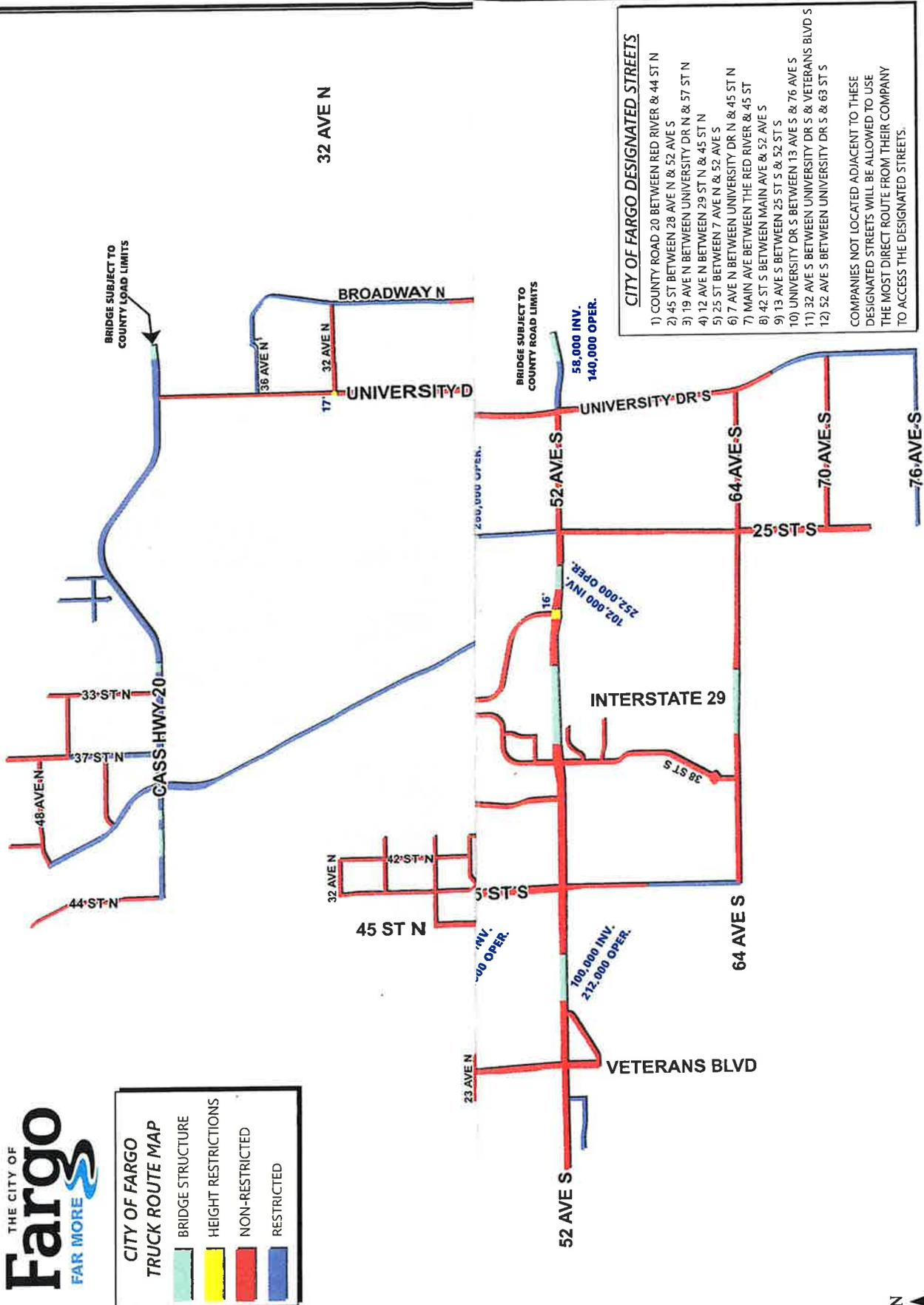
Roads expanded as Designated Streets due to reconstruction or expanding city limits (changes legal length from 75’ to 110’)

1. 45th St N expanding north from 19th Ave N to 28th Ave N
2. 52nd Ave S expanding west from 45th St to 63rd St S
3. 32nd Ave S expanding west from 45th St S to Veterans Blvd
4. 19th Ave N expanding west from I-29 to 57th St N
5. University Dr S expanding south from 64th Ave S to 76th Ave S
6. Adding CR 20 (40th Ave N) from Red River to 44th St N



CITY OF FARGO TRUCK ROUTE MAP

	BRIDGE STRUCTURE
	HEIGHT RESTRICTIONS
	NON-RESTRICTED
	RESTRICTED



- CITY OF FARGO DESIGNATED STREETS**
- COUNTY ROAD 20 BETWEEN RED RIVER & 44 ST N
 - 45 ST BETWEEN 28 AVE N & 52 AVE S
 - 19 AVE N BETWEEN UNIVERSITY DR N & 57 ST N
 - 12 AVE N BETWEEN 29 ST N & 45 ST N
 - 25 ST BETWEEN 7 AVE N & 52 AVE S
 - 7 AVE N BETWEEN UNIVERSITY DR N & 45 ST N
 - MAIN AVE BETWEEN THE RED RIVER & 45 ST
 - 42 ST S BETWEEN MAIN AVE & 52 AVE S
 - 13 AVE S BETWEEN 25 ST S & 52 ST S
 - UNIVERSITY DR S BETWEEN 13 AVE S & 76 AVE S
 - 32 AVE S BETWEEN UNIVERSITY DR S & VETERANS BLVD S
 - 52 AVE S BETWEEN UNIVERSITY DR S & 63 ST S
- COMPANIES NOT LOCATED ADJACENT TO THESE DESIGNATED STREETS WILL BE ALLOWED TO USE THE MOST DIRECT ROUTE FROM THEIR COMPANY TO ACCESS THE DESIGNATED STREETS.

PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

40

Type: Contribution Agreement

Location: 23rd Avenue & 55th Street

Hearing: 1/26/2026

<u>Routing</u>	<u>Date</u>
City Commission	<u>2/2/2026</u>
PWPEC File	<u>X</u>
Project File	<u>Kevin Gorder</u>

The Committee reviewed the accompanying correspondence from Division Engineer, Kevin Gorder, regarding a Contribution Agreement with Cass County Electric Cooperative (CCEC) for repair of a sink hole at the intersection of 23rd Avenue South and 55th Street.

An emergency contract was bid and the repairs were completed for the sink hole. During repairs it was observed that the damage appeared to have occurred during an underground installation of electrical cables as they crossed 23rd Avenue South. Due to the difficulty assigning liability for something that happened 10 years ago and, in an effort, to maintain a healthy relationship, Engineering met with CCEC and negotiated a Contribution Agreement for the repairs.

On a motion by Ben Dow, seconded by Gary Lorenz, the Committee voted to recommend approval of the Contribution Agreement with CCEC.

RECOMMENDED MOTION

Concur with PWPEC recommendation and approve the Contribution Agreement with CCEC for sink hole repairs at 23rd Avenue South and 55th Street.

PROJECT FINANCING INFORMATION:

Recommended source of funding for project: _____ N/A _____

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

Yes	No
_____	_____
N/A	_____
_____	N/A
_____	_____
N/A	_____

COMMITTEE

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

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


 Tom Knakmuhs, P.E.
 City Engineer

Memorandum

To: Members of PWPEC
From: Kevin Gorder, Division Engineer
Date: January 23, 2026
Re: Contribution Agreement – Cass County Electric Cooperative

The City of Fargo was notified of a sink hole at the corner of 23rd Avenue South and 55th Street South earlier this year. An emergency contract was bid and the repairs were completed. During the repair, it was observed that the damage appeared to have occurred during an underground installation of electrical cables as they crossed 23rd Avenue South.

Engineering met with Cass County Electric Cooperative (CCEC) and negotiated a contribution agreement with CCEC. It is difficult to assign liability for something that might have happened about 10 years ago but CCEC and the City want to maintain a healthy relationship as we continue to work together serving our residents. Based on this desire, CCEC offered this settlement and both parties understand that proving liability in this instance is difficult.

Recommended Motion:

Approve this Contribution Agreement and forward to Commission for their approval and signature.

Attachment

CONTRIBUTION AGREEMENT

This Contribution Agreement (“Agreement”) is entered into on October _____, 2025 (“Effective Date”) by and between Cass County Electric Cooperative, a North Dakota electric cooperative having an address of 3312 42nd Street S. STE 200, Fargo, ND 58104 (“CCEC”) and the City of Fargo, a political subdivision having an address of 225 4th Street North, Fargo, ND 58102 (the “City”).

RECITALS

WHEREAS, the City owns and operates a sewer main located near the Sanford Medical Center located at 5225 23 Ave S, Fargo, ND 58104 (the “Sewer Main”); and

WHEREAS, the Sewer Main was damaged, and it is unknown which party, if any, caused the damage to the Sewer Main at some unknown point in time between 1/1/2015 and 6/11/2025; and

WHEREAS, CCEC does not admit any fault, and in fact, disputes there is any evidence that it or its contractor from a decade ago had any role in causing the damage; and

WHEREAS, the City has repaired the Sewer Main and paid its contractor(s) for the repairs; and

WHEREAS, CCEC desires to enter into an agreement to settle this issue through a contribution to the City for a portion of the repairs. The City desires to accept, partial funding to assist in payment for repairs to the damaged Sewer Main in exchange for a release of all claims against CCEC.

AGREEMENT

NOW THEREFORE, it is hereby agreed:

1. Payment. CCEC agrees to pay and contribute \$12,796.33 to the City for the City’s administration of the repairs of the Sewer Main. This payment shall not be deemed to be any admission of liability. To the contrary, CCEC simply wants to buy its peace.

2. Liability Release. The City releases CCEC and its directors, officers, employees, contractors, agents, successors and assigns of CCEC from any and all liability related to the damage and repairs to the Sewer Main. The City further releases any and all claims, counterclaims, cross-claims, third party claims, defenses, and actions, known and unknown, against CCEC, directly or indirectly related to the construction, repairs, and operation of the Sewer Main.

3. Governing Law. This Agreement shall be interpreted and enforced in accordance with the laws within the State of North Dakota and shall be binding upon the City, CCEC, and their successors, heirs, and assigns.
4. Modification. No cancellation, amendment, or modification of this Agreement shall be effective unless in writing signed by all parties.
5. Multiple Counterparts. This Agreement may be executed in multiple originals, each of which shall be deemed an original but all of which together shall constitute but one and the same instrument.
6. Attorney Fees. In the event that any action is instituted or claim is submitted to arbitration or in any court of law under this Agreement to enforce or interpret any of the terms hereof, the party causing the breach of this Agreement shall be responsible for the non-breaching party's attorney fees.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement this _____ day of _____, 202~~5~~⁶.

City of Fargo, a municipal corporation

By:

Dr. Timothy J. Mahoney, Mayor

ATTEST

~~Steve Sprague, City Auditor~~
Angie Bear, Deputy City Auditor

Cass County Electric Cooperative

By:

Paul Matthys
Paul Matthys, CEO/President

REPORT OF ACTION

11

PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

Type: Developer Agreement

Location: 500 Block of 18th Street North

Date of Hearing: 1/26/2026

<u>Routing</u>	<u>Date</u>
City Commission	<u>2/2/2026</u>
PWPEC File	<u>X</u>
Project File	<u>Kevin Gorder</u>

The Committee reviewed a communication from Division Engineer, Kevin Gorder, regarding a Developer Agreement with GH Properties for RHI Supply located at the 500 block of 18th Street North.

RHI Supply has outgrown their storage capacity at 1808 5th Avenue North and is constructing a storage facility at 1801 5th Avenue North. As part of the site plan, they are installing a driveway on 18th Street North that is currently an unimproved gravel City street. RHI has agreed to enter into a Developer's Agreement that would limit the maintenance requirements for the City, since RHI will be increasing the loads on this gravel road. RHI will be responsible for routine maintenance with Fargo Public Works completing minimal maintenance since the existing roadway does not get used very much.

On a motion by Ben Dow, seconded by Gary Lorenz, the Committee voted to recommend approval of the Developer Agreement for 18th Street North with GH Properties, Inc.

RECOMMENDED MOTION

Concur with the recommendations of PWPEC and approve the Developer Agreement for 18th Street North with GH Properties, Inc.

PROJECT FINANCING INFORMATION:

Recommended source of funding for project: None

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

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

COMMITTEE

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

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

C: Kristi Olson


 Tom Knakmuhs, P.E.
 City Engineer

Memorandum

To: Members of PWPEC
From: Kevin Gorder, Division Engineer
Date: January 23, 2026
Re: Developer Agreement – RHI Supply 500 Block 18th Street North
Lot is owned by GH Properties

Background:

RHI Supply has outgrown their storage capacity at 1808 5th Avenue North and is constructing a storage facility at 1801 5th Avenue North. As part of their site plan RHI is installing a driveway on 18th Street North that is currently an unimproved gravel City street. As part of the site plan approval, RHI entered into a Developer's Agreement that would limit the maintenance requirements for the City since RHI will be increasing the loads on this gravel road.

RHI will be responsible for routine maintenance with Fargo Public Works completing minimal maintenance since the existing roadway does not get used very much.

Recommended Motion:

Approve this Developer Agreement and forward to Commission for their approval and signature.

KOG/klb
Attachment

Developer Agreement

This Agreement, made and entered into between GH Properties, LLC, a North Dakota limited liability company (“Developer”), and the City of Fargo, a municipal corporation (“City”), is for the purpose of establishing public infrastructure for the property identified below and legally described on the attached Exhibit A (the “Development Property”). For good and valuable consideration hereby acknowledged, the parties agree as follows:

1. Developer holds all right, title, and interest in the Development Property, known as Lots 1 through 20 in Block 1 of the Tylers Addition in the City of Fargo, Cass County, North Dakota. Developer intends to develop the Development Property.
2. Currently, 18th Street North is a gravel, unimproved city street. The Developer will add a driveway to the Development Property along 18th Street North between 5th Avenue and 7th Avenue. The City agrees to maintain this gravel street no more than once a month. Any additional maintenance shall be the responsibility of the Developer.
3. City shall complete street construction and improvements of 18th Street North at a future date to be determined by the City (the “Future Project #1”), which shall be determined at the sole discretion of the City. The funding of these future 18th Street North improvements will follow the City’s Infrastructure Funding Policy in effect at the time of creation of the improvement district for the Future Project #1.
4. Developer also agrees that the alley on the west side of the Development Property will need to be improved in the future. Developer agrees the City has the sole discretion to make any improvements to the alley (Future Project #2). Alley Improvements will be funded according to the City’s Infrastructure Funding Policy in effect at the time of creation of the improvement district for the Future Project #2.
5. Developer is also building a storm water facility adjacent to the alley. If any soil failures of this facility cause damage to any public infrastructure, the Developer will be solely responsible for the entire cost of repairing the public infrastructure and restoring it to its prior condition. The City will develop the repair strategy, advertise for bids, and

administer the repairs. The cost of the repairs will be calculated using the Infrastructure Funding Policy in effect at the time of the damage, The City will calculate the total cost for the repair and bill the Developer. If the Developer does not make timely payment, all costs will be assessed to the Development Property.

6. Developer hereby waives its right to protest the resolution(s) of necessity for the infrastructure and improvements for which such resolutions are required pursuant to North Dakota Century Code, Section 40-22-17, and specifically consents to the construction of the Future Project #1 and Future Project #2 and to the assessment of the costs thereof to the Development Property. Developer further waives its right to protest the amount, benefit, or any other assessment attribute related to the installation and construction of the Future Project #1 and Future Project #2. The project costs which may be assessed against the Development Property, which will be in accordance with the City's Infrastructure Funding Policy in effect at the time of creation of the improvement district(s), include all costs of completing the construction of the Future Projects.
7. This Agreement shall be binding upon the respective successors and assigns of the parties hereto, including a purchaser of any portion of the Development Property. Developer agrees to inform any purchaser of any portion of the Development Property of the existence and content of this Agreement. Developer also hereby agrees to notify the City no later than 10 days prior to any assignment, transfer, or sale of the Development Property.
8. The parties hereby agree that this Agreement may be recorded against the Development Property.
9. This Agreement will be construed and enforced in accordance with North Dakota law. The parties agree any litigation arising out of this Agreement will be venued in District Court in Cass County, North Dakota, and the parties waive any objection to personal jurisdiction.
10. The failure or delay of a party to insist on the performance of any of the terms of this Agreement, or the waiver of any breach of any of the terms of this Agreement, will not be construed as a waiver by that party of those terms, and those terms will continue and remain in full force and effect as if no forbearance or waiver had occurred and will not affect the validity of this Agreement, or the right of the party to enforce each and every term of this Agreement.
11. If any court of competent jurisdiction finds any provision or part of this Agreement is invalid, illegal, or unenforceable, that portion will be deemed severed from this

Agreement, and all remaining terms and provisions of this Agreement will remain binding and enforceable, and the parties' obligations under this Agreement will remain binding and enforceable.

12. This Agreement, together with any related documents, as well as any amendments to those agreements and documents, constitutes the entire agreement between the parties regarding the matters described in this Agreement.
13. Any modifications or amendments of this Agreement must be in writing and signed by both parties to this Agreement.

Developer

GH Properties, LLC

Dated: 1/12/2021

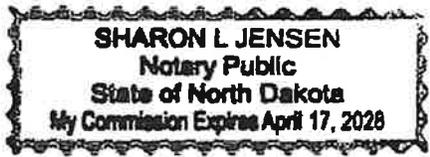
Chris S. Daly

By: CHRIS S. DALY

Its: MANAGING PARTNER / PRESIDENT

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

On this 12th day of January, ~~2025~~ ²⁰²¹, before me, a notary public in and for said county and state, personally appeared Chris Daly, an authorized signatory of GH Properties, LLC, the person described in and that executed the within and foregoing instrument, and acknowledged to me that said person executed the same.



[Signature]
Notary Public
Cass County, ND
My Commission expires:

(SEAL)

Dated this _____ day of _____, 2026

CITY OF FARGO, NORTH DAKOTA
a municipal corporation

Dr. Timothy J. Mahoney, Mayor

ATTEST:

Angie Bear, Deputy City Auditor

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

On this _____ day of _____ 2026, before me, a notary public in and for said county and state, personally appeared TIMOTHY J. MAHONEY and ANGIE BEAR, to me known to be the Mayor and Deputy City Auditor, respectively, of the CITY OF FARGO, NORTH DAKOTA, a municipal corporation described in and that executed the within and foregoing instrument, and acknowledged to me that said municipal corporation executed the same.

Notary Public
Cass County, North Dakota

(SEAL)

Exhibit A- Development Property

Lots 1-20 in Block 1 of the Tylers Addition in the City of Fargo, Cass County, North Dakota.

12

January 27, 2026

Honorable Board of City Commissioners
City of Fargo
Fargo, North Dakota

RE: Proposed Revision to the Sanitary Sewer Service Repair Policy

Honorable Commissioners,

On January 22, 2026, I presented a proposed change to the City's sewer repair policy to the Finance Committee. Based on that discussion, I am recommending that the City Commission move forward with the policy revision as discussed.

Attached are the revised policy for Commission approval, along with the letter presented to the Finance Committee and the presentation given at the Finance Committee meeting, which provide additional background and justification for the proposed revision.

Recommended Motion:

Approve the City of Fargo Sanitary Sewer Service Repair Policy.

Sincerely,



Tom Knakmuhs, PE
City Engineer

City of Fargo

Sanitary Sewer Service Repair Policy

Purpose:

The purpose of this policy is to clarify the respective responsibilities of property owners and the City, and to outline available options for financing sewer service line repairs and replacements. Upon adoption, this policy supersedes and replaces all previous policies, practices, or cost participation programs related to the repair or replacement of private sanitary sewer services.

Property Owner Responsibility:

Under the Fargo Municipal Code, property owners are responsible for maintaining, repairing, and replacing the sanitary sewer service line from their home or building to the connection with the public sanitary sewer main, including the wye connection. This responsibility includes all cleaning, maintenance, and repairs, as well as all associated costs resulting from work on the service line, including pavement restoration.

City Responsibility:

The City is responsible for maintaining and replacing public sanitary sewer mains.

The City will not participate in the cost of repairs, replacements, or emergency work associated with private sanitary sewer services, except when such work is performed as part of an Engineering Department–led capital improvement project.

For Engineering-led projects involving street reconstruction and major utility improvements, the City will replace sanitary sewer service lines from the public main to the boulevard at the City's expense, unless a property owner notifies the City that they do not wish to have their service replaced.

Financing Options for Property Owners:

Property owners may elect to finance the cost of sewer service line repairs or replacements through assessment against their property. This financing allows the cost to be spread over a 15-year period. The following conditions apply:

- Only owner-occupied residential properties are eligible.
- Commercial, industrial, and income (rental) properties are not eligible.
- Financing may be applied to repairs or replacements of the entire sewer service line from the home to the connection with the main.
- A petition to assess against the property must be signed prior to the repair being made.
- Property owners must complete all required documentation and comply with any applicable requirements of the Auditor's Office to participate in the program.
- Work must be performed by a licensed plumber or contractor and completed in accordance with applicable plumbing codes and the City's Standard Specifications.



Memorandum

To: Finance Committee
From: Tom Knakmuhs, City Engineer
Date: 1/16/2026
Re: Updated Sewer Repair Policy

City ordinance establishes that the City is responsible for sanitary sewer mains, while individual property owners are responsible for the sewer services connecting their property to the mains, including the connection at the main. Because many of these private services run beneath public pavement and property owners are responsible for the associated restoration costs, the City has developed policies and practices to address their repair and replacement.

Sewer Service Replacement as Part of Reconstruction Projects

One of the most significant changes occurred in 2018, when the City updated its policy related to sewer service replacement as part of engineering-led street reconstruction projects.

Prior to the 2018 update, sewer service replacement was not automatically included in the scope of a reconstruction project. Property owners were given the option to request replacement of their sewer service at the time of construction. If requested, the City would replace the portion of the service line from the sewer main to a point in the boulevard as part of the project. To incentivize participation, the City paid half of the first \$4,000 of the replacement cost and 25 percent of any cost above \$4,000.

Despite the financial advantage of replacing sewer services during reconstruction, many property owners elected not to do so. In numerous cases, sewer service failures occurred only a few years after a street had been reconstructed. These failures typically required excavation through newly paved streets, resulting in significantly higher repair costs, reduced pavement life, and negative public perception of City projects.

Based on this experience, Engineering proposed a policy revision in 2018 that was ultimately approved, which required all sewer services to be replaced as part of reconstruction projects, with the cost paid by the City. This approach addressed the underlying problem rather than reacting to failures after the fact. It reduced total costs to both the City and property owners, minimized future roadway cuts, extended pavement life, and eliminated the disruption and frustration associated with post-construction repairs.

Sewer Lining Pilot Project

A second major shift occurred during the 2025 construction season, when Engineering completed a sanitary sewer lining pilot project. The goal of the pilot project was to evaluate a more proactive and cost-effective approach to maintaining the City's aging sewer system, particularly the portions of sewer services located within the public right of way and beneath paved streets.

The pilot project included lining over two miles of sewer main, rehabilitating manholes, and lining roughly 300 sewer services using a cured-in-place lining process. Sewer services were lined from within the sewer main using

robotic equipment and extended into the service line to approximately five feet beyond the back of curb, or as far as existing conditions allowed. This work required minimal excavation and avoided impacts to the street, helping preserve pavement condition and extend pavement life.

As a result, residents in the pilot area now have access to sewer services beneath the street that have been rehabilitated using a structural liner, without the need for roadway excavation. This approach significantly reduces costs for property owners, extends the service life of existing infrastructure, and reduces long-term maintenance associated with street patches and pavement restoration.

The pilot project was funded in accordance with the City's Infrastructure Funding Policy using a combination of special assessments and City funds. The assessed portion of the project totaled \$824,908, while the City's share was \$1,467,457 and was funded using Prairie Dog funds. The typical special assessment per parcel was \$2,540.57.

Sewer Service Repair Assistance Policy

In 2000, the City adopted a sewer service repair assistance policy intended to help residential property owners in the event of a sewer failure that required excavation within the street portion of the right of way. The policy was specifically designed to address situations where a homeowner was forced to incur higher costs due to the need to excavate in the roadway to repair their failed sewer service.

The policy stated that City participation would be limited to repairs that replaced all existing sewer service pipe located beneath the street, with the intent that the assistance be provided one time only and that partial repairs would not be needed in the future. Under this policy, the City pays half of the first \$4,000 of a qualifying repair and 25 percent of the remaining cost.

When this policy was first implemented, City participation was limited and largely aligned with its original intent. Approximately 10 years ago, the City participated in roughly 50 sewer service replacements per year, typically in response to documented failures. In recent years, however, use of the program has increased significantly and shifted away from emergency repairs toward routine replacements. The City now participates in approximately 200 sewer service replacements per year, with total annual program costs of roughly \$3.5 million. Of that amount, the City's share has averaged approximately \$1 million per year in recent years, with the remaining costs paid by the property owner benefiting from the repair.

This growth in participation indicates that the policy is increasingly being used as a funding tool for lifecycle-based replacements, rather than as a targeted assistance program for unexpected failures. While proactive investment and lifecycle-based infrastructure replacement are important, this approach has proven to be a less efficient use of City funds compared to coordinated, Engineering-led sewer lining and rehabilitation projects.

Proposed Policy Change

Based on the success of the sewer lining pilot project and the increasing cost of one-off sewer service replacements under the existing repair assistance policy, Engineering believes a policy shift is warranted.

Engineering is proposing that the City adopt a revised sewer service repair policy in which the City would no longer participate in the cost of sewer service repairs or replacements completed outside of Engineering-led projects. Residential property owners would continue to have the option to assess the cost of their sewer service repairs or replacements over a 15-year period, but without City cost participation. This maintains flexibility for residents by allowing the cost of repairs or replacements to be assessed, which is itself a form of City assistance, while ensuring City funds are directed toward the most effective and responsible use of public funds.

Engineering further recommends that funding previously used for preventative sewer service repairs be redirected to support an annual sewer main, manhole, and service lining program. This approach allows the City to proactively rehabilitate infrastructure at a lower overall cost, reduce disruptions to neighborhoods, and minimize future street excavations. In turn, this also reduces the long-term costs associated with roadway patching and pavement maintenance.

Summary

Over time, the City's approach to sanitary sewer service repairs and replacement has steadily evolved toward solutions that reduce long-term costs, minimize disruption to residents, and extend the life of public infrastructure. Early policy changes recognized that replacing sewer services during street reconstruction was more cost-effective and less disruptive than responding to failures after new streets were constructed. More recently, the sewer lining pilot project demonstrated that system-wide, Engineering-led rehabilitation can deliver even greater value.

The 2025 sewer lining pilot project rehabilitated over 11,000 feet of sewer main, completed manhole rehabilitation, and structurally lined nearly 300 sewer services beneath the street. The total cost of the project was \$2,292,365, of which \$824,908 was assessed to benefiting properties and \$1,467,457 was paid by the City using Prairie Dog funds. This work was completed with minimal excavation, avoided impacts to the street, and provided residents with structurally rehabilitated sewer services beneath the roadway.

By comparison, the existing sewer service repair assistance policy now results in approximately 200 sewer service replacements per year at a total annual cost of roughly \$3.5 million. Of that amount, approximately \$2.5 million is paid by the benefiting property owners and approximately \$1 million is paid by the City. These replacements are completed individually, without a coordinated approach, frequently require excavation within the roadway, and, unlike the lining project described above, do not include sewer main or manhole rehabilitation. As a result, this approach leaves the City and property owners exposed to additional costs when mains and manholes are repaired or replaced in the future.

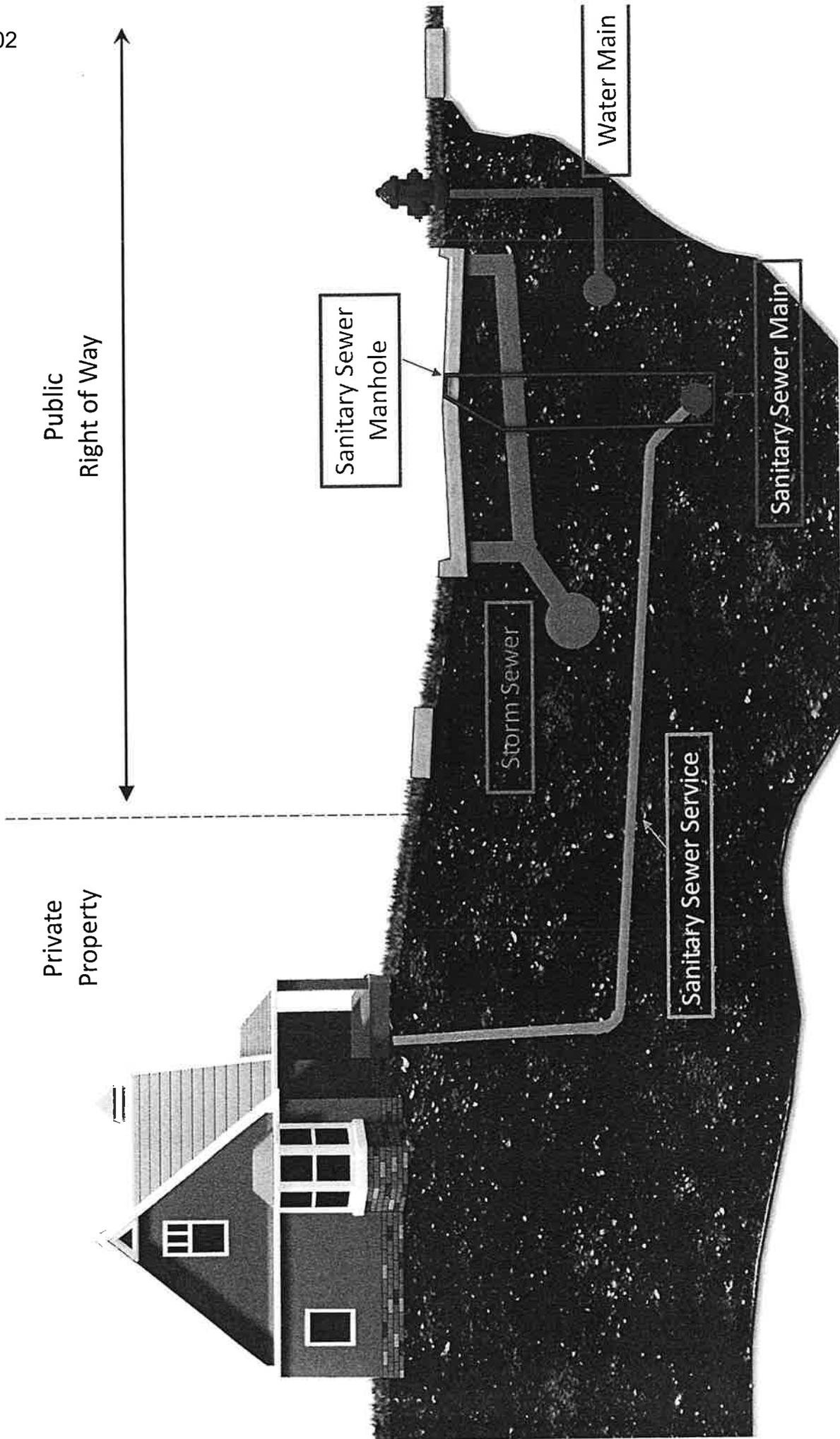
This comparison highlights a fundamental difference in value. The lining pilot project rehabilitated more sewer infrastructure, including mains, manholes, and services, at a lower total cost than the annual expenditure associated with standalone sewer service replacements. Redirecting City participation away from individual repairs and toward coordinated lining projects allows the City to invest in infrastructure more efficiently, reduce overall costs to residents, and minimize long-term impacts to streets and neighborhoods. Engineering believes this approach represents the most responsible and cost-effective path forward for managing the City's infrastructure.

City of Fargo
Engineering Department
Sewer Service Repair Policy

January 22, 2026

Current Ownership & Responsibility

- City ordinance establishes the following:
 - City Responsibility:
 - Sanitary sewer mains and manholes
 - Property Owner Responsibility:
 - The entire service line connecting the property to the main (including the connection at the main)



Sewer Service Repair Assistance Policy (Established 2000)

- **Primary Objective:** To provide financial assistance to residential property owners when a sewer service failure requires excavation within the street portion of the right-of-way
- **Strategic Intent:**
 - Address the high costs associated with roadway excavation and restoration
 - Encourage full-service replacement (rather than partial repairs) to ensure long-term reliability
 - Designed as a "one-time" assistance per property
- **Cost-Sharing Formula:**
 - City Share: 50% of the first \$4,000 of qualifying costs + 25% of any cost exceeding \$4,000
 - Property Owner Share: The remaining balance, with the option to assess the cost over 15 years

2018 Policy Change

- **Pre-2018:** Replacement of sewer service, under pavement, during city-led street reconstruction was optional
 - **Result:** Many owners declined, leading to sewer failures, and excavation within the roadway, just years after new paving
- **Post-2018:** Mandatory replacement of all services during engineering-led reconstruction (funded by the City)
- **Key Takeaway:** Addressing the problem before failure saves money, protects the roadway, and eliminates resident frustration

2025 Sewer Lining Pilot Project

- The 2025 pilot project tested a "cured-in-place" lining process:
 - Scope: Over 11,000 feet of sewer main, 300 sewer services, and manhole rehabilitation
 - Technology: Robotic equipment lines pipes from the inside; no excavation required
- Benefits:
 - Minimal neighborhood disruption
 - Zero impact on pavement condition
 - Significant extension of infrastructure service life

The Repair Assistance “Problem”

- Current Policy (Adopted 2000) is No Longer Sustainable
- Originally intended for emergency aid, the Repair Assistance Policy has drifted from the original intent:
 - Volume Increase:
 - Has grown from 50 repairs/year to 200 repairs/year
 - Inefficiency:
 - It has become a funding tool for “one-off” lifecycle replacements rather than a targeted assistance program
 - Impact:
 - Now costs \$3.5 Million annually (\$1M in City funds)
 - Doesn’t address the surrounding mains and manholes
 - Has a negative impact on city streets

Change in Program Volume & Costs

Metric	10 Years Ago	Current (Annual Average)	Change
Annual Replacements	About 50 services	About 200 services	+300%
Typical Total Cost	\$12,000	\$18,000	+50%
City Share (Per Service)	\$4,000	\$5,500	+37.5%
Cost to Property Owners	\$8,000	\$12,500	+56.25%
Total Annual City Cost	\$200,000	\$1,100,000	+450%

Category	2025 Sewer Lining Pilot Project	Existing Sewer Service Repair Assistance Policy
Approach	Coordinated, Engineering-led rehabilitation	Individual, property-by-property replacements
Scope of Work	11,000+ feet of sewer main rehabilitated, manhole rehabilitation completed, and nearly 300 sewer services structurally lined	Approximately 200 sewer service replacements per year; no sewer main or manhole rehabilitation
Annual / Project Cost	\$2.29 million total project cost	Approximately \$3.5 million per year
Cost to Property Owners	\$824,908 assessed to benefiting properties (typical cost of \$2,540)	Approximately \$2.5 million per year (typical cost of \$12,500)
Cost to City	\$1,467,457 funded by the City	Approximately \$1.0 million per year
Construction Impacts	Minimal excavation; avoids impacts to streets and surface infrastructure	Frequent roadway excavation and surface disruption
System Integration	Addresses mains, manholes, and services as a single system	Does not address mains or manholes
Long-Term Cost Exposure	Reduces future City and property owner costs by addressing multiple assets together	Leaves City and property owners exposed to additional costs when mains and manholes require separate repair or replacement
Resident Impact	Reduced neighborhood disruption with long-term structural rehabilitation	Repeated localized disruptions over time

Sanitary Sewer Repair Assistance Program

- Proposed Change:
- City adopt a revised sewer service repair policy in which the City would no longer participate in the cost of sewer service repairs or replacements completed outside of Engineering-led projects
- Continue 15-year assessment option for homeowners
- Redirect City funding previously used for preventative sewer service repairs (~\$1 M annually) to support an annual sewer main, manhole, and service lining program
- 138 miles of RCP and VCP mains

Why This Is Being Recommended

- Significant Cost Savings:
 - Current Model: A typical repair costs the homeowner \$12,500 out of pocket (after City participation)
 - Lining Model: The pilot project resulted in a typical assessment of only \$2,540 per parcel
 - Result: Homeowners receive a rehabilitated, structural sewer service under the roadway
- Preserving Public Assets:
 - Eliminates the need for "patchwork" excavations in city streets
 - Protects the structural integrity and extends the lifespan of the pavement, maximizing the City's investment in roadways

Why This Is Being Recommended

- **Comprehensive Infrastructure Approach:**
 - The current "one-off" model only addresses individual service lines.
 - The new program would rehabilitate the entire system, including mains and manholes, ensuring the total network remains reliable
 - Focuses City resources on proactive maintenance that prevents failures before they occur
- **Balanced Resident Support:**
 - Maintains the 15-year assessment option
 - Special Assessment Assistance – For those that qualify, sewer service repairs/replacement costs are eligible

43

January 29, 2026

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

Re: Purchase Agreement – Project #BN-26-D1

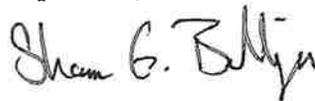
Dear Commissioners:

Enclosed and delivered to the City Commission office is an original Purchase Agreement document for the fee acquisition of property for the Southwest Metro Storm Water Master Plan in association with Project #BN-26-D1. 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 the fee acquisition of property for the Southwest Metro Storm Water Master Plan from **Jason R. Eid as Personal Representative of the Estate of Gerald D. Eid** in association with Project#BN-26-D1.

Please return a copy of the signed purchase agreement.

Respectfully submitted,



Shawn G. Bullinger
Land Acquisition Specialist

C: Nathan Boerboom
Kasey McNary

PURCHASE AGREEMENT

THIS AGREEMENT is made and entered into by and between Jason R. Eid as Personal Representative of the Estate of Gerald D. Eid whose address is 6198 22nd St S, Fargo, ND 58104 (hereinafter called "Seller," whether one or more) and The City of Fargo, Cass County, North Dakota, a municipal corporation, whose address is 225 4th St N, Fargo, ND 58102 (hereinafter called "Buyer," whether one or more).

Seller and Buyer hereby agree as follows:

1. **Real Estate.** Seller hereby agrees to sell and Buyer hereby agrees to purchase for the purchase price and terms hereinafter stated the following described real property, located in the County of Cass and State of North Dakota ("Property"):

A tract of land being that part of the Northeast Quarter of Section 10, Township 138 North, Range 49 West of the Fifth Principal Meridian, Cass County, North Dakota, more particularly described as follows:

The north 40.00 feet of the West Half of said Northeast Quarter lying southerly of the south line of the North 2060.86 feet of said Northeast Quarter.

AND

That part of said Northeast Quarter lying southerly of the south line of the North 2060.86 feet of said Northeast Quarter lying within a 200.00 foot wide strip of land centered on a line commencing at the southeast corner of said Northeast Quarter; thence South 87°56'49" West, on the south line of said Northeast Quarter, a distance of 1335.35 feet to the point of beginning of the line described herein; thence North 02°15'31" West a distance of 324.18 feet; thence 509.40 feet along a tangential curve to the left having a radius of 325.00 feet and a central angle of 89°48'15"; thence South 87°56'15" West, tangent to the preceding curve, a distance of 980.50 feet to the west line of said Northeast Quarter, excluding the north 40.00 feet of the West Half of said Northeast Quarter lying southerly of the south line of the North 2060.86 feet of said Northeast Quarter.

Sidelines of said 200.00 foot wide strip shall be lengthened or shortened as necessary so as to terminate on the south line of said Northeast Quarter on the south and on the west line of said Northeast Quarter on the west.

Said tract contains 168,956 square feet, more or less.

2. **Purchase Price.** Seller and Buyer agree that the purchase price for said Property shall be the sum of Three Hundred Thirty-seven Thousand Nine Hundred Twelve Dollars (\$337,912.00). The purchase price is to be paid to Seller at closing in cash or certified funds and upon delivery of a Personal Representative Deed conveying said Property to Buyer, free and clear of all liens and encumbrances, except any covenants, conditions, restrictions, reservations of mineral rights, easements and right of ways of record.

3. Risk of Loss. All risk of loss or damage to the Property prior to the Closing Date, including, without limitation, loss by fire, windstorm, or other casualty (collectively, a "Casualty") or by condemnation, eminent domain or similar proceedings or threat thereof (collectively, a "Taking"), shall rest with Seller. If, prior to the Closing Date, the Property is the subject of a Casualty or Taking, Seller shall give Buyer written notice thereof and Buyer shall have the option, exercisable on or before the Closing by written notice to Seller, to elect to either: (i) renegotiate any and all terms of this Agreement; (ii) accept title to the Property without any reduction of the Purchase Price, in which event, at the Closing, Seller shall assign to Buyer (and Seller shall deliver to Buyer any monies received by Seller) any insurance or condemnation proceeds payable to Seller or its successors or assigns by reason of such Casualty or Taking; or (iii) terminate this Agreement.

4. Closing Date. Closing shall take place and, Seller agrees to deliver possession to the Buyer, on or before _____, 2026 ("Closing Date"). The parties may mutually agree upon a different closing date.

5. Default. If Buyer defaults under this Agreement, Seller shall have the right to terminate this Agreement by giving written notice thereof to Buyer. If Buyer fails to cure such default within thirty (30) days after notice of cancellation, then this Agreement will terminate, and upon such termination Seller may pursue any damages incurred. If Seller defaults under this Agreement, Buyer shall give Seller written notice of such default, and if Seller fails to cure such default within fifteen (15) days following such notice, Buyer shall have the option to elect to (i) terminate this Agreement, or (ii) pursue an action for specific performance of this Agreement and any damages available at law or in equity.

6. Taxes and Assessments. Real estate taxes and installments of special assessments for the year in which closing occurs shall be prorated between Buyer and Seller, based on the most current tax information available from the County Treasurer, as of the date of closing.

7. Abstract. Seller shall furnish Buyer at least 20 days prior to closing, a duly certified and up to date abstract of title to said Property. The Buyer shall have 10 days to examine said abstract of title and within said period of time shall promptly notify Seller of all objections thereto in writing. If the title to such Property is unmarketable, the Seller shall have a period of 30 days within which to correct title thereto to the satisfaction of Buyer. If title of said Property is unmarketable and cannot be made marketable within said period of thirty (30) days or such further time as may be extended by Buyer, Buyer at its option shall be entitled to rescission of this Agreement.

8. Warranties. Seller conveys the Property, buildings and all personal property, if any, at the time of closing "as is" and "where is". Buyer also acknowledges that they are taking the Property subject to all building and zoning laws and ordinances, restrictions relating to the use and improvement of the Property, and utility and drainage easements of record.

9. Existing Farm Lease. Buyer hereby acknowledges that the Property is currently subject to an existing farm lease ("Farm Lease") between Seller, as lessor, and G G FARMS LLC, as lessee ("Farm Tenant"). Seller has provided to Buyer a copy of the Farm Lease, which is dated 1-1-2026 and effective until 12/31/2026. The Farm Lease grants Farm Tenant certain rights to use, occupy, and farm the Property as more particularly described

therein. Buyer, except as otherwise limited herein, agrees to honor, maintain, and perform the terms, conditions, and obligations of the Farm Lease in accordance with its terms for so long as Buyer is not engaged in any construction or development of the Property, which would negatively impact the Farm Tenant's rights under the Farm Lease.

Buyer reserves the right to terminate or modify the Farm Lease upon or in anticipation of the commencement of construction or development activities by Buyer upon the Property. For purposes of this provision, "construction or development activities" shall mean any physical improvements to the Property, including but not limited to: site preparation, grading, excavation, installation of utilities, construction of buildings or structures, paving, or landscaping. Prior to commencing any construction or development activities that would materially interfere with Farm Tenant's farming operations, Buyer shall provide Farm Tenant with notice of such activities at least sixty (60) days in advance of the commencement date.

10. Closing Costs. As specifically agreed between the parties:

Seller agrees to pay the following costs and no other costs associated with the closing of this transaction:

- a. Cost of recording any instrument required to clear title including but not limited to satisfaction of prior liens and encumbrances; and
- b. Their own attorney's fees, if any.

Buyer agrees to pay the following costs and no other costs associated with the closing of this transaction:

- a. Cost of survey, if necessary;
- b. Cost of updating abstract of title;
- c. Cost of recording the Warranty Deed;
- d. Cost of preparing this Agreement and the Warranty Deed;
- e. Cost of obtaining a Title Opinion, if Buyer chooses to obtain one;
- f. Its own attorney's fees; and
- g. Any closing fees.

Any closing cost not specifically enumerated herein shall be the responsibility of the party ordering such item or contracting therefor. In the event that Buyer requires title insurance, the cost thereof shall be entirely paid by Buyer with the exception of the furnishing of a continued abstract by Seller.

11. Notice. All notices given or required to be given under this Agreement shall be in writing and sent by U.S. Certified Mail, return receipt requested, postage prepaid, or by electronic mail, read receipt requested, to the following addresses: If to Buyer, notices shall be sent to City of Fargo – Engineering Department, Attn: Shawn Bullinger, 225 4th Street North, Fargo, ND 58102, and, if to Seller, notices shall be sent to the Estate of Gerald D. Eid, Attn: Jason Eid, 6198 22nd St S, Fargo, ND 58104. Such notices shall be deemed delivered on the day which they were received.

12. Recordation of Purchase Agreement. Buyer shall have the right to record a copy of this Purchase Agreement or a memorandum of this Purchase Agreement against the Property.

13. Entire Agreement. This Purchase Agreement shall constitute the entire agreement between Seller and Buyer and supersedes any and all other written or oral agreements between Seller and Buyer. This Purchase Agreement may be modified only in writing signed by Seller and Buyer.

14. Binding Effect. This Purchase Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective personal representatives, successors and assigns.

15. Governing Law. This Purchase Agreement shall be governed by the laws of the State of North Dakota.

16. Counterparts. This Agreement may be executed in counterparts.

17. Time. Time is of the essence of each provision of this entire Agreement and of all the conditions thereof.

18. Severability. In the event any provision or part of this Agreement is found to be invalid or unenforceable, only that particular provision or part so found, and not the entire Agreement, will be inoperative.

19. Additional Instruments and Further Assurances. The parties agree from time to time, upon written request, to execute and deliver such other instruments of transfer, assignment, and conveyance and to take such other action as either party may reasonably request to more effectively vest ownership of the Property in Buyer and to put Buyer in possession of all the Property. Both parties agree to, from time to time, execute and deliver to the other party such additional instruments and to take such additional actions as either party may reasonably request to evidence the covenants, agreements, and obligations of the parties hereunder.

20. Construction. Each party recognizes that this Agreement is a legally binding contract and acknowledges that it, he or she has had the opportunity to consult with legal counsel of choice. In any construction of the terms of this Agreement, the same shall not be construed against any party on the basis of that party being the drafter of such terms. Each party represents that they are an equal drafter of this Agreement and no ambiguity shall be construed against any party.

21. Partial Invalidity. If any portion of this Agreement shall be adjudged by a court to be void or unenforceable, such portion shall be deemed severed from this Agreement and shall in no way affect the validity or enforceability of the remaining portions of this Agreement, so long as the transaction contemplated hereby may be consummated in accordance with the surviving provisions.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

Date: 1/22/2024

SELLER: 

Jason R. Eid as Personal Representative of the Estate
of Gerald D. Eid

BUYER:

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

Date: _____

Timothy J. Mahoney, Mayor

ATTEST:

Angie Bear, Deputy City Auditor

14

January 28, 2026

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

Re: Purchase Agreement – Project #BN-26-D1

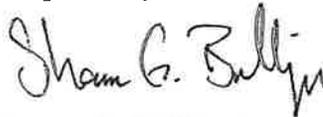
Dear Commissioners:

Enclosed and delivered to the City Commission office is an original Purchase Agreement document for the fee acquisition of property for the Southwest Metro Storm Water Master Plan in association with Project #BN-26-D1. 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 the fee acquisition of property for the Southwest Metro Storm Water Master Plan from **Brookstone Property LLC** in association with Project#BN-26-D1.

Please return a copy of the signed purchase agreement.

Respectfully submitted,



Shawn G. Bullinger
Land Acquisition Specialist

C: Nathan Boerboom
Kasey McNary

PURCHASE AGREEMENT

This PURCHASE AGREEMENT is made and entered into by and between the City of Fargo, a North Dakota municipal corporation, 225 4th Street North, Fargo, North Dakota 58102, as Buyer, and Brookstone Property, LLC, a North Dakota limited liability company, 5302 51st Avenue South, Fargo, North Dakota 58104, as Seller.

Seller and Buyer hereby agree as follows:

1. Real Estate. Seller hereby agrees to sell, and Buyer hereby agrees to purchase the following described real property located in Cass County, North Dakota ("Property"):

A tract of land in Auditor's Lot No. 1 in the West Half of the Northeast Quarter of Section 10, Township 138 North, Range 49 West of the Fifth Principal Meridian, Cass County, North Dakota, more particularly described as follows:

Commencing at the northwest corner of said Northeast Quarter; thence South 01°52'55" East, on the west line of said Northeast Quarter, a distance of 2,060.87 feet to the southwest corner of said Auditor's Lot No. 1; thence North 87°56'15" East, on the south line of said Auditor's Lot No. 1, a distance of 65.00 feet, to a point on a line parallel with the west line of said Northeast Quarter lying 65.00 feet easterly of, as measured perpendicular to, said west line, the point of beginning; thence continuing North 87°56'15" East, on said south line, a distance of 1,256.15 feet to the southeast corner of said Auditor's Lot No. 1; thence North 01°57'55" West, on the east line of said Auditor's Lot No. 1, a distance of 160.00 feet, to a point on a line parallel with the south line of said Auditor's Lot No. 1 lying 160.00 feet northerly of, as measured perpendicular to, said south line; thence South 87°56'15" West, parallel with the south line of said Auditor's Lot No. 1, a distance of 978.94 feet; thence westerly on a tangential curve, concave to the north, having a radius of 541.00 feet, a central angle of 14°21'09" and a curve length of 135.52 feet; thence North 77°42'36" West, a distance of 147.30 feet, to a point on said line parallel with the west line of said Northeast Quarter lying 65.00 feet easterly of, as measured perpendicular to, said west line; thence South 01°52'55" East, parallel with said west line, a distance of 213.40 feet to the point of beginning.

Said tract contains 206,735 square feet, more or less.

2. Purchase Price. Seller and Buyer agree that the purchase price for said Property shall be Four Hundred Sixty-five Thousand One Hundred Fifty-three Dollars and Seventy-five cents (\$465,153.75) ("Purchase Price"). The Purchase Price is to be paid to Seller at closing in cash or certified funds and upon delivery of a Warranty Deed warranting title and conveying the Property to Buyer, free and clear of all liens and encumbrances, except all covenants, conditions, restrictions, reservations of mineral rights, easements, and right of ways of record.

3. Closing Date. Closing shall take place within sixty (60) days of the complete execution of this Agreement by the parties. The exact date to be agreed upon by the parties hereto. Buyer shall take possession of the Property on the day of Closing.

4. Risk of Loss. All risk of loss or damage to the Property prior to the Closing Date, including, without limitation, loss by fire, windstorm, or other casualty (collectively, a "Casualty") or by condemnation, eminent domain or similar proceedings or threat thereof (collectively, a "Taking"), shall rest with Seller. If, prior to the Closing Date, the Property is the subject of a Casualty or Taking, Seller shall give Buyer written notice thereof and Buyer shall have the option, exercisable on or before the Closing by written notice to Seller, to elect to either: (i) renegotiate any and all terms of this Agreement; (ii) accept title to the Property without any reduction of the Purchase Price, in which event, at the Closing, Seller shall assign to Buyer (and Seller shall deliver to Buyer any monies received by Seller) any insurance or condemnation proceeds payable to Seller or its successors or assigns by reason of such Casualty or Taking; or (iii) terminate this Agreement.

5. Default. If Buyer defaults under this Agreement, Seller shall have the right to terminate this Agreement by giving written notice thereof to Buyer. If Buyer fails to cure such default within thirty (30) days after notice of cancellation, then this Agreement will terminate, and upon such termination Seller may pursue any damages incurred. If Seller defaults under this Agreement, Buyer shall give Seller written notice of such default, and if Seller fails to cure such default within fifteen (15) days following such notice, Buyer shall have the option to elect to (i) terminate this Agreement, or (ii) pursue an action for specific performance of this Agreement and any damages available at law or in equity.

6. Taxes and Assessments. Real estate taxes and installments of special assessments for the year in which closing occurs shall be prorated between Buyer and Seller, based on the most current tax information available from the County Treasurer, as of the date of Closing.

7. Abstract. Seller shall furnish Buyer, at least 30 days prior to closing, a duly certified abstract of title to the Property. The Buyer shall have the abstract updated and then shall have 10 days after receiving the updated abstract to examine the abstract of title and within said period of time shall promptly notify Seller of all objections thereto in writing. If the title to the Property is unmarketable, the Seller shall have a period of 30 days within which to correct title thereto to the satisfaction of Buyer. If title of the Property is unmarketable and cannot be made marketable within said period of thirty (30) days or such further time as may be extended by Buyer, Buyer at its option shall be entitled to seek rescission of this Agreement.

8. Warranties. Seller conveys the Property, buildings and all personal property, if any, at the time of closing "as is" and "where is". Buyer also acknowledges that it is taking the Property subject to all building and zoning laws, ordinances, restrictions relating to the use and improvements of premises, utility and drainage easements.

9. Closing Costs. As specifically agreed between the parties:

Seller agrees to pay the following costs and no other costs associated with the closing of this transaction:

- a. Cost of recording any instrument required to clear title including but not limited to satisfaction of prior liens and encumbrances; and
- b. Its own attorney's fees.

Buyer agrees to pay the following costs and no other costs associated with the closing of this transaction:

- a. Cost of survey, if necessary;
- b. Cost of updating abstract of title;
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- f. Its own attorney's fees; and
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Any closing cost not specifically enumerated herein shall be the responsibility of the party ordering such item or contracting therefor. In the event that Buyer requires title insurance, the cost thereof shall be entirely paid by Buyer with the exception of the furnishing of a continued abstract by Seller.

10. Notice. All notices given or required to be given under this Agreement shall be in writing and sent by U.S. Certified Mail, return receipt requested, postage prepaid, or by electronic mail, read receipt requested, to the following addresses: If to Buyer, notices shall be sent to City of Fargo – Engineering Department, Attn: Shawn Bullinger, 225 4th Street North, Fargo, ND 58102, and, if to Seller, notices shall be sent to Brookstone Property, LLC, Attn: Matthew Hauff, 5302 51st Avenue South, Fargo, North Dakota 58104. Such notices shall be deemed delivered on the day which they were received.

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14. Governing Law. This Agreement shall be governed by the laws of the State of North Dakota.

15. Additional Instruments and Further Assurances. The parties agree from time to time, upon written request, to execute and deliver such other instruments of transfer, assignment, and conveyance and to take such other action as either party may reasonably request to more effectively vest ownership of the Property in Buyer and to put Buyer in possession of all the Property. Both parties agree to, from time to time, execute and deliver to the other party such additional instruments and to take such additional actions as either party may reasonably request to evidence the covenants, agreements, and obligations of the parties hereunder.

16. Construction. Each party recognizes that this Agreement is a legally binding contract and acknowledges that it, he or she has had the opportunity to consult with legal counsel of choice. In any construction of the terms of this Agreement, the same shall not be construed against any party on the basis of that party being the drafter of such terms. Each party represents that they are an equal drafter of this Agreement and no ambiguity shall be construed against any party.

17. Counterparts. This Agreement may be executed in counterparts. In order to expedite the transaction contemplated herein, signatures sent by .PDF via e-mail may be used in place of original signatures on this Agreement or any other document or agreement in this transaction, other than those to be recorded in the public records. Seller and Buyer intend to be bound by the signatures on each .PDF document, are aware that the other party will rely on the .PDF signatures, and hereby waive any defenses to the enforcement of the terms of this Agreement or any other such document based on the form of signature.

18. Time. Time is of the essence of each provision of this Agreement and of all the conditions thereof.

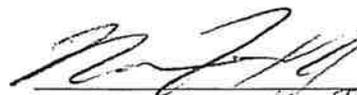
19. Partial Invalidity. If any portion of this Agreement shall be adjudged by a court to be void or unenforceable, such portion shall be deemed severed from this Agreement and shall in no way affect the validity or enforceability of the remaining portions of this Agreement, so long as the transaction contemplated hereby may be consummated in accordance with the surviving provisions.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

SELLER:

Brookstone Property LLC

Date: 4/27/26


By: Matthew Trauff
Its: President

BUYER:

**City of Fargo, North Dakota
a municipal corporation**

Date: _____

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

ATTEST:

Angie Bear
Deputy Auditor on behalf of City Auditor

EXHIBIT A

Description:

A tract of land in Auditor's Lot No. 1 in the West Half of the Northeast Quarter of Section 10, Township 138 North, Range 49 West of the Fifth Principal Meridian, Cass County, North Dakota, more particularly described as follows:

Commencing at the northwest corner of said Northeast Quarter; thence South 01°52'55" East, on the west line of said Northeast Quarter, a distance of 2,060.87 feet to the southwest corner of said Auditor's Lot No. 1; thence North 87°56'15" East, on the south line of said Auditor's Lot No. 1, a distance of 65.00 feet, to a point on a line parallel with the west line of said Northeast Quarter lying 65.00 feet easterly of, as measured perpendicular to, said west line, the point of beginning; thence continuing North 87°56'15" East, on said south line, a distance of 1,256.15 feet to the southeast corner of said Auditor's Lot No. 1; thence North 01°57'55" West, on the east line of said Auditor's Lot No. 1, a distance of 160.00 feet, to a point on a line parallel with the south line of said Auditor's Lot No. 1 lying 160.00 feet northerly of, as measured perpendicular to, said south line; thence South 87°56'15" West, parallel with the south line of said Auditor's Lot No. 1, a distance of 978.94 feet; thence westerly on a tangential curve, concave to the north, having a radius of 541.00 feet, a central angle of 14°21'09" and a curve length of 135.52 feet; thence North 77°42'36" West, a distance of 147.30 feet, to a point on said line parallel with the west line of said Northeast Quarter lying 65.00 feet easterly of, as measured perpendicular to, said west line; thence South 01°52'55" East, parallel with said west line, a distance of 213.40 feet to the point of beginning.

Said tract contains 206,735 square feet, more or less.



PARCEL 4

AUDITOR'S LOT NO. 1 OF THE NORTHEAST QUARTER OF SECTION 10, T 138 N, R 49 W, 5TH PM, CASS COUNTY, NORTH DAKOTA



ENGINEERING DEPT.

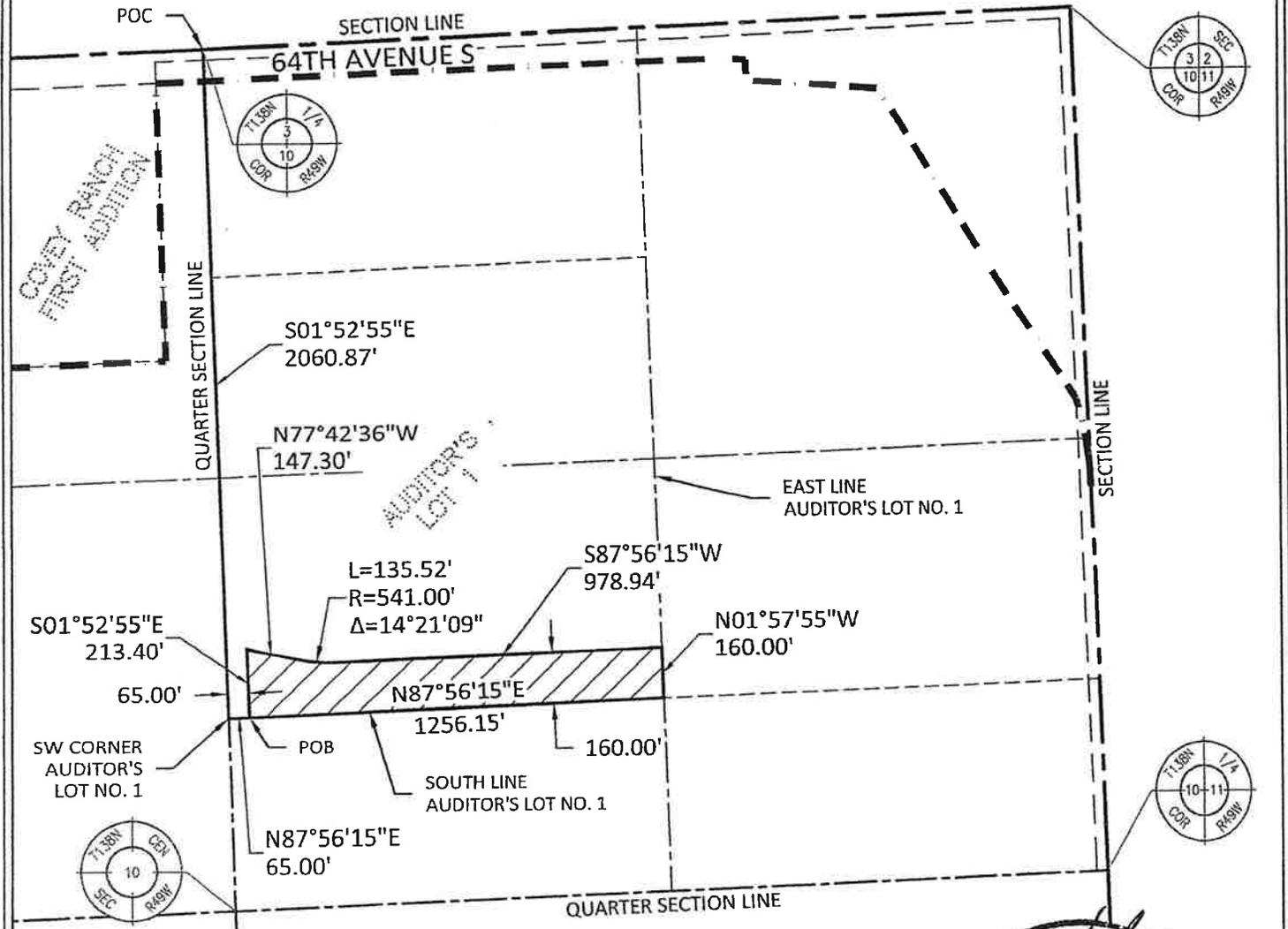
DRAWN BY: BW/W

APPROVED BY: BW/W

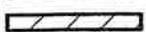
DATE: JANUARY 14, 2026

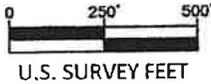
SHEET 1 OF 2

EXHIBIT A



LEGEND

-  PARCEL 4
-  PARCEL LINE
-  RIGHT-OF-WAY
-  SECTION LINE
-  QUARTER SECTION LINE
-  SIXTEENTH SECTION LINE
-  FARGO CITY LIMIT BOUNDARY



BEARINGS BASED ON
CITY OF FARGO GROUND COORDINATE
SYSTEM, DECEMBER 1992



PARCEL 4
AUDITOR'S LOT NO. 1 OF THE NORTHEAST QUARTER OF SECTION 10, T 138 N, R 49 W, 5TH PM,
CASS COUNTY, NORTH DAKOTA

ENGINEERING DEPT.	DRAWN BY: BWW	APPROVED BY: BWW	DATE: JANUARY 14, 2026
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SHEET 2 OF 2

15

PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

Project No. TN-24-A1

Type: Change Order #6

Location: 12th Ave N, 15th Ave N, 47th St & 45th St

Date of Hearing: 1/26/2026

Routing	Date
City Commission	2/2/2026
PWPEC File	X
Project File	Leroy Grant

The Committee reviewed the accompanying correspondence from Project Manager, Leroy Grant, related to Change Order #6 in the amount of \$1,162.55 for additional work.

Staff is recommending approval of Change Order #6 in the amount of \$1,162.55, bringing the total contract amount to \$261,009.66.

On a motion by Brenda Derrig, seconded by Susan Thompson, the Committee voted to recommend approval of Change Order #6 to Eagle River Utility Solutions.

RECOMMENDED MOTION

Concur with the recommendations of PWPEC and approve Change Order #6 in the amount of \$1,162.55, bringing the total contract amount to \$261,009.66, to Eagle River Utility Solutions.

PROJECT FINANCING INFORMATION:

Recommended source of funding for project: Cass County Funds

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

Yes	No
N/A	
N/A	
N/A	

COMMITTEE

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

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

ATTEST:

Tom Knakmuhs, P.E. City Engineer

C: Kristi Olson

Memorandum

To: Members of PWPEC
From: Leroy Grant, Project Manager
Date: January 13, 2026
Re: Project No. TN-24-A1 - Change Order #6

Background:

Project No. TN-24-A1 involves the installation of fiber optic cable along 12th Avenue North, between 45th Street North and 47th Street North, and along 47th Street North, between 12th Avenue North and 15th Avenue North. This project will support the establishment of the new Red River Regional Dispatch Center by providing the necessary fiber optic infrastructure.

Eagle River Utility Solutions is the Prime Contractor for this project.

While a new fiber optic cable was being installed in an existing 2-inch conduit along the west side of 45th Street North, between Main Avenue and 12th Avenue North, replacement of an existing fiber optic cable vault was required. During the installation, a restocking fee was incurred for a 48"x48"x36" vault that was ordered incorrectly. Ultimately, the Contractor installed the correct vault extension to the existing vault at the southwest corner of 15th Avenue North and 45th Street North for this project.

Eagle River Utilities is seeking reimbursement in the amount of \$1,162.55 for the purchase of a fiber optic cable vault. This amount represents the restocking fee for the 48"x48"x36" vault that was ordered incorrectly.

The attached change order in the amount of \$1,162.55 is for additional work as shown on Change Order #6.

This project is funded by the Red River Regional Dispatch Center.

Recommended Motion:

Approve Change Order #6 in the amount of \$1,162.55 to Eagle River Utility Solutions for Project No. TN-24-A1.

LG/klb
Attachment

CHANGE ORDER REPORT
FIBEROPTIC COMMUNICATION IMPROVEMENTS
PROJECT NO. TN-24-A1
RED RIVER REGIONAL DISPATCH CENTER FIBEROPTIC INSTALLATION

Change Order No 6 **Change Order Date** 1/13/2026
Contractor Eagle River Utility Solutions

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 # 6

Eagle River Utilities is seeking reimbursement in the amount of \$1,162.55 for the purchasing Fiber optic cable vault was the restocking fee for the 48"x48"x36" vault that was ordered incorrectly. In the end the contractor managed to install correct vault extension at the SW corner of 15th Ave N and 45th St N for this 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 (\$)
Change Order 6	11	Special Bid Item A	LS	0	0	0	1	1	\$1,162.55	\$1,162.55
Change Order 6 Sub Total									\$1,162.55	\$1,162.55

Summary.

Source Of Funding

Net Amount Change Order # 6 (\$)

Previous Change Orders (\$)

Original Contract Amount (\$)

Total Contract Amount (\$)

Cass County Funds

\$1,162.55

\$24,378.31

\$235,468.80

\$261,009.66

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

APPROVED

For Contractor

Brent Peacion

Title

Senior Project Manager

APPROVED DATE

Department Head

Mayor

Attest





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:

Crack Repair

Project No.	<u>PR-26-B</u>
Call For Bids	<u>February 2</u> , <u>2026</u>
Advertise Dates	<u>February 11, 18 & 25</u> , <u>2026</u>
Bid Opening Date	<u>March 11</u> , <u>2026</u>
Substantial Completion Date	<u>June 6</u> , <u>2026</u>
Final Completion Date	<u>July 6</u> , <u>2026</u>

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

Project Engineer Jason Hoogland

Phone No. (701) 241-1545

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

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



**ENGINEER'S REPORT
CRACK REPAIR
PROJECT NO. PR-26-B
VARIOUS LOCATIONS**

Nature & Scope

This project is for routine joint sealing on various roadways throughout the City.

Purpose

To seal the joints which have opened up in the roadways due to freeze/thaw conditions. This has proven to be a very cost-effective process. Sealing the joints at this time, prior to roadway deterioration, helps preserve the ride as well as extend the life of the streets.

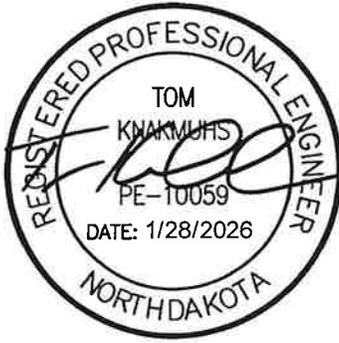
Feasibility

The estimated cost of construction is \$141,000.00. The cost breakdown is as follows:

City Funds			
Construction Cost			\$141,000.00
Fees			
Admin	4%		\$5,640.00
Contingency	5%		\$7,050.00
Engineering	10%		\$14,100.00
Interest	4%		\$5,640.00
Legal	3%		\$4,230.00
Total Estimated Cost			\$177,660.00
Funding			
Sales Tax Funds - Infrastructure - 420	100.00%		\$177,660.00

Project Funding Summary			
Sales Tax Funds - Infrastructure - 420	100.00%		\$177,660.00
Total Estimated Project Cost			\$177,660.00

We believe this project to be cost effective.



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

Thomas Knakmuhs, P.E.
City Engineer

17

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

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

Sidewalk & Shared Use Path Rehab/Reconstruction

Project No. SR-26-A

Call For Bids February 2, 2026

Advertise Dates February 11 & 18, 2026

Bid Opening Date March 11, 2026

Substantial Completion Date September 25, 2026

Final Completion Date October 16, 2026

N/A PWPEC Report (Part of 2026 CIP)

X Engineer's Report (Attach Copy)

X Direct City Auditor to Advertise for Bids

X Bid Quantities (Attach Copy for Auditor's Office Only)

N/A Notice to Property Owners (Special Assessments)

N/A Supplemental Funding Language Included

Project Engineer Brandon Beaudry

Phone No. (701) 241-1545

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

N/A Create District (Attach Copy of Legal Description)

N/A Order Plans & Specifications

N/A Approve Plans & Specifications

N/A Adopt Resolution of Necessity

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

N/A Assessment Map (Attach Copy for Auditor's Office Only)



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

Nature & Scope

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

Purpose

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

Feasibility

The estimated cost of construction is \$1,077,695.00. The cost breakdown is as follows:

Assessed			
Construction Cost			\$687,775.00
Fees			
Admin	4%		\$27,511.00
Contingency	5%		\$34,388.75
Engineering	10%		\$68,777.50
Interest	4%		\$27,511.00
Legal	3%		\$20,633.25
Total Estimated Cost			\$866,596.50
Funding			
Sidewalk Assessments		100.00%	\$866,596.50

City Funded		
Construction Cost		\$389,920.00
Fees		
Admin	4%	\$15,596.80
Contingency	5%	\$19,496.00
Engineering	10%	\$38,992.00
Interest	4%	\$15,596.80
Legal	3%	\$11,697.60
Total Estimated Cost		\$491,299.20
Funding		
Sales Tax Funds - Infrastructure - 420	100.00%	\$491,299.20

Project Funding Summary		
Sidewalk Assessments	63.82%	\$866,596.50
Sales Tax Funds - Infrastructure - 420	36.18%	\$491,299.20
Total Estimated Project Cost		\$1,357,895.70

We believe this project to be cost effective.



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

Thomas Knakmuhs, P.E.
City Engineer



January 21, 2026

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

Re: Permanent Easement (Street & Utility)
Improvement District #BR-26-G1

Dear Commissioners:

Accompanying the City Commission review and approval is a permanent easement from the City of Fargo for Use of the Schools aka Fargo Public School District No. 1, in association with Improvement District #BR-26-G1.

RECOMMENDED MOTION:

Approve permanent easement from the City of Fargo for the Use of Schools aka Fargo Public School District No. 1.

Please return the signed original.

Respectfully submitted,

Shawn G. Bullinger
Land Acquisition Specialist

C: Rob Hasey
Kasey McNary

PERMANENT EASEMENT
(Street and Utility)

KNOW ALL MEN BY THESE PRESENTS that **City of Fargo for Use of the Schools aka Fargo Public School District No. 1**, hereinafter referred to as “Grantor” whether one or more, for and in consideration of the sum of One and no/100 Dollars (\$1.00) and other valuable consideration, to it 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 permanent and perpetual easement over, upon and in the land hereinafter described for the purpose of laying, constructing, operating, maintaining and repairing a street and all other related public utilities, together with the customary appurtenances including location of any and all utilities, said parcel being more particularly described as follows:

The south 2.00 feet of Lot 1, Block 1, FARGO SOUTH ADDITION to the city of Fargo, according to the recorded plat thereof, on file and of record in the office of the Recorder, Cass County, North Dakota, as measured at a right angle to and parallel with the south line of said Lot 1.

Containing 2,390 square feet, more or less, and subject to all easements, restrictions, reservations and rights of way of record, if any.

(“Permanent Easement Area”).

The Permanent Easement Area is pictorially represented on Exhibit A attached hereto and incorporated herein by reference.

Grantor, its 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 Permanent Easement Area and perform any and all acts necessary or convenient to carry into effect the purpose for which the grant is made.

Grantor, its successors and assigns, further agrees that it will not disturb, injure, molest or in any manner interfere with said street and utilities and customary appurtenances including location of any and all utilities, or with material for laying, maintaining, operating or repairing the same, in, over or upon the above-described Permanent Easement Area, and Grantor expressly warrants and states that no buildings, trees, shrubs or other obstacles of any kind shall be placed or located upon the Permanent Easement Area so as to interfere in any manner with the construction, operation, maintenance or repair of said street including location of any and all utilities or customary appurtenances, provided that Grantee, at its own expense, shall refill any excavation it makes and level the ground thereafter, leaving the Permanent Easement Area in as good condition as it was prior to the time of constructing of said street and public utilities and customary appurtenances was begun.

IN WITNESS WHEREOF, Grantor has set his hand and caused this instrument to be executed this 13th day of January, ~~2025~~ 2026

GRANTOR:

City of Fargo for Use of the Schools aka Fargo Public School District No. 1

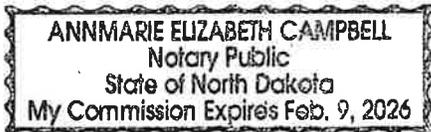
Katie Christensen Mineer
By: Katie Christensen Mineer
Its: President

STATE OF NORTH DAKOTA)
)
COUNTY OF CASS)

On this 13th day of January, ~~2025~~ 2026, before me, a notary public in and for said county and state, personally appeared Katie Christensen Mineer, to me known to be the President of City of Fargo for Use of the Schools aka Fargo Public School District No. 1, and who executed the foregoing instrument, and acknowledged to me that he/she executed the same on behalf of City of Fargo for Use of the Schools aka Fargo Public School District No. 1.

(SEAL)

Annamarie Elizabeth Campbell
Notary Public
My Commission Expires:



GRANTEE:

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

Timothy J. Mahoney, Mayor

ATTEST:

Angie Bear, Deputy City Auditor

STATE OF NORTH DAKOTA)
)
COUNTY OF CASS)

On this _____ day of _____, 2025, before me a notary public in and for said county and state, personally appeared Timothy J. Mahoney 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:

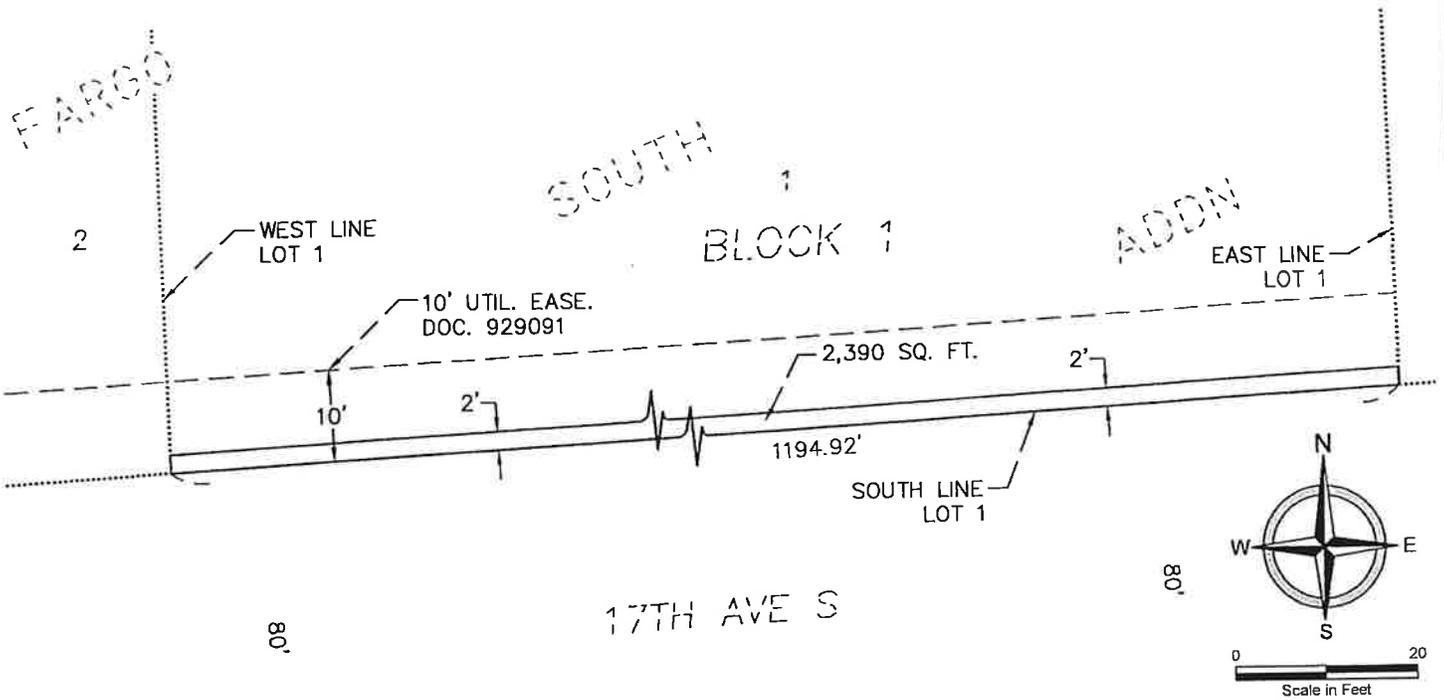
The legal description was prepared by:
Steven W. Holm (LS-6571)
Professional Land Surveyor
Moore Engineering, Inc.
925 10th Ave E
West Fargo ND 58078

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

EASEMENT EXHIBIT

Exhibit A

IN LOT 1, BLOCK 1, FARGO SOUTH ADDITION
TO THE CITY OF FARGO, CASS COUNTY, NORTH DAKOTA



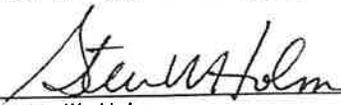
DESCRIPTION

The south 2.00 feet of Lot 1, Block 1, FARGO SOUTH ADDITION to the city of Fargo, according to the recorded plat thereof, on file and of record in the office of the Recorder, Cass County, North Dakota, as measured at a right angle to and parallel with the south line of said Lot 1.

Containing 2,390 square feet, more or less, and subject to all easements, restrictions, reservations and rights of way of record, if any.

CERTIFICATE

I Steven W. Holm, do hereby certify that this survey, plan, or report was prepared by me or under my direct supervision and that I am a duly Registered Professional Land Surveyor under the laws of the State of North Dakota.


 Steven W. Holm
 Registered Land Surveyor
 Reg. No. LS-6571



State of North Dakota)
County of Cass)

On this 6th day of November, 2025, before me, a Notary Public in and for said County and State, personally appeared Steven W. Holm, Registered Land Surveyor, known to me to be the person described in and who executed the foregoing instrument and acknowledged to me that he executed the same as his free act and deed.


 Notary Public, Cass County, North Dakota

ALEX THIEL
 Notary Public
 STATE OF NORTH DAKOTA
 My Commission Expires
 November 01, 2029

SHEET 1 OF 1

FARGO PUBLIC SCHOOL DISTRICT NO. 1
 1840 15TH AVE S, FARGO, ND 58103
 IN LOT 1, BLOCK 1, FARGO SOUTH ADDITION
 TO THE CITY OF FARGO, CASS COUNTY, NORTH DAKOTA

PROJECT No. 23893
 DATE: 11.06.25
 REVISED: -
 DRAFTER: SWH
 REVIEWER: CDH



REPORT OF ACTION

PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

19

Improvement District No. BN-24-B2

Type: Amendment #1

Location: Interstate Business District Addn.

Date of Hearing: 1/26/2026

<u>Routing</u>	<u>Date</u>
City Commission	<u>2/2/2026</u>
PWPEC File	<u>X</u>
Project File	<u>Jason Leonard</u>

The Committee reviewed the accompanying correspondence from Division Engineer, Jason Leonard, related to Amendment #1 in the amount of \$13,365.00 for additional work.

Staff is recommending approval of Amendment #1 in the amount of \$13,365.00, which increases the total contract amount to \$29,865.00 to MBN Engineering.

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

RECOMMENDED MOTION

Concur with the recommendations of PWPEC and approve Amendment #1 in the amount of \$13,365.00, which brings the total contract amount to \$29,865.00, to MBN Engineering.

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

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

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

ATTEST:

C: Kristi Olson



 Tom Knakmuhs, P.E.
 City Engineer

Memorandum

To: Members of PWPEC
From: Jason Leonard, Division Engineer
Date: January 16, 2026
Re: Improvement District No. BN-24-B2 - Contract Amendment #1
Master Services Agreement for Interstate Business District Addition
Construction Administration Services

Background:

The City solicited a quote from MBN Engineering to provide construction engineering services for the sanitary sewer and storm sewer lift stations associated with Improvement District No. BN-24-B1. This project was awarded to Dakota Underground Inc. and includes the installation of sanitary sewer, water main, storm sewer, paving, streetlights, a sanitary sewer lift station, a storm sewer lift station, and related incidentals.

During construction of the sanitary sewer and storm sewer lift stations, additional shop drawing reviews and field visits were required by the Engineer of Record. These additional efforts were necessary to address construction coordination, verify compliance, and ensure both lift stations were constructed in accordance with the approved plans and specifications. As a result, \$13,365 in additional engineering services were provided during construction.

MBN Engineering's responsibilities under this amendment include:

- Construction administration
- Inspection services, including assistance with lift station startups

The amended cost of \$13,365 will be funded through Special Assessments.

Recommended Motion:

Approve Amendment #1 for Improvement District No. BN-24-B2 to MBN Engineering in the amount of \$13,365.

JTL/klb
Attachment

In accordance with paragraph 1.1 of the Task Order Agreement between Owner and Engineer for Master Professional Services, dated January 11, 2023 ("Agreement"), Owner and Engineer agree as follows:

1. Specific Project Data

- A. Project Title: Improvement District BN-24-B2 Engineering Administrative Services to facilitate the installation of Sanitary Sewer, Water Main, Storm Sewer, Paving, Street Lights, Sanitary Lift Station Storm Sewer Lift Station & Incidentals
- B. Description: This Task Order is only for the engineering services, specifically the SS & ST lift stations) for BN-24-C1 which will include sanitary sewer, water main, storm sewer, paving, street lights, sanitary sewer lift station, storm sewer lift station and incidentals.

2. Services of Engineer

Services to be completed by the Engineer are as specified in the proposal submitted by MBN dated November 18, 2024. Proposal is attachment A of this Task Order.

3. Owner's Responsibilities

Owner shall have those responsibilities set forth in Master Services Agreement dated January 11, 2023.

4. Times for Rendering Services

Phase	Completion Date
Phase 1: Construction Administration	12/1/2025

5. Payments to Engineer

A. Owner shall pay Engineer for services rendered as follows:

Phase	Compensation Method	Lump Sum, or Estimate of Compensation for Services
Phase 1 - Original Proposal:	Hourly Not to Exceed	\$16,500
Phase 1 - Amendment:	Hourly Not to Exceed	\$13,365
		Total Services = \$ 29,865

B. The terms of payment are set forth in Article 3 of the Master Services Agreement.

6. Attachments

- Attachment A – Proposal submitted by MBN dated 11/18/2024.
- Attachment B – PWPEC ROA dated 12/4/2024.

Terms and Conditions: Execution of this Task Order by Owner and Engineer shall make it subject to the terms and conditions of the Agreement, which 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 12/2/2024.

Owner:

By:

T. Knakmuhs

Name:

Thomas Knakmuhs

Title:

City Engineer

Designated Representative for Task Order:

Name:

Title:

Engineer:

By:

Anthony K. Eukel

Name:

Anthony K. Eukel

Title:

Vice President

Designated Representative for Task Order:

Name:

Title:

Approval Requirements

\$15,000 or less – City Engineer

\$15,001 - \$150,000 – PWPEC

Over \$150,000 – PWPEC & Commission



CHANGE ORDER REPORT
NEW PAVING AND UTILITY CONSTRUCTION
IMPROVEMENT DISTRICT NO. BN-24-B2
INTERSTATE BUSINESS DISTRICT ADDITION

Change Order No 1 **Change Order Date** 1/16/2026
Contractor MBN Engineering 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

During construction of the Sanitary Sewer and Storm Sewer Lift Stations, additional shop drawing reviews and field visits were required by the Engineer of Record. As a result, \$ 13,365 in additional engineering services were provided to the construction contract to ensure both lift stations were constructed in accordance with the plans and specifications.

Section	Line No	Item Description	Unit	Orig		Prev		Curr		Tot		C/O Ext	
				Cont	Qty	C/O	Qty	Cont	Qty	Cont	Qty	Price	Price (\$)
Construction Administration	1	Construction Administration, Inspection, and Survey	Dollars	16500		16500		13365		29865		\$1.00	\$13,365.00
Construction Administration Sub Total												\$13,365.00	

Summary.

Source Of Funding

Net Amount Change Order # 1 (\$)

Previous Change Orders (\$)

Original Contract Amount (\$)

Total Contract Amount (\$)

Special Assessments

\$13,365.00

\$0.00

\$16,500.00

\$29,865.00

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

APPROVED

For Contractor

Title



Vice President

APPROVED DATE

Department Head

Mayor

Attest



PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

20

Improvement District No. BR-23-G0

Type: Contract Amendment #4

Location: 32nd Ave S, 22nd St – University Dr

Date of Hearing: 1/26/2026

<u>Routing</u>	<u>Date</u>
City Commission	<u>2/2/2026</u>
PWPEC File	<u>X</u>
Project File	<u>Eric Hodgson</u>

The Committee reviewed the accompanying correspondence from Project Manager, Eric Hodgson, regarding Contract Amendment #4 in the amount of \$383,715.00 for additional work.

Staff is recommending approval of Contract Amendment #4 in the amount of \$383,715.00, bringing the total contract amount to \$2,439,797.00.

On a motion by Brenda Derrig, seconded by Susan Thompson, the Committee voted to recommend approval of Contract Amendment #4 to Apex Engineering.

RECOMMENDED MOTION

Concur with the recommendation of PWPEC and approve Contract Amendment #4 in the amount of \$383,715.00, bringing the total contract amount to \$2,439,797.00 to Apex Engineering.

PROJECT FINANCING INFORMATION:

Recommended source of funding for project: WM Repl Funds & Special Assessments

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

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

COMMITTEE

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

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

ATTEST:

C: Kristi Olson

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

Memorandum

To: Members of PWPEC
From: Eric Hodgson, Civil Engineer II
Date: January 26th, 2026
Subject: Improvement District No. BR-23-G0 - Amendment No. #4
"32nd Avenue South from 22nd Street to University Drive – Out of Scope
Construction Administration due to Splitting up the Project"

Background:

On September 6th, 2022 City Commission awarded Apex Engineering a design contract for 32nd Avenue South from 22nd Street through University Drive. Since that time, the project has been split into 2 separate projects. The first project, 22nd street to 15th street, has been constructed in 2025. The second project, 15th street through University Drive is planned to be constructed in 2026.

Since that time 3 additional Amendments have been issued:

- Amendment 1 – Cost for Additional City Initiated Public Input.
- Amendment 2 – Cost of Design out of scope work associated with splitting project.
- Amendment 3 – Cost associated with hiring Flint Group to help out with project communications.

The proposed Contract Amendment #4 provided by Apex totaling \$383,715.00, is to cover the additional work associated with splitting the project into 2 separate projects in the form of Construction Administration tasks (inspection, survey, management, paperwork, etc.)

For your review, Apex Engineering has provided the Contract Amendment #4 document outlining the services to be provided and is attached to this memorandum.

Recommended Motion:

Approve Contract Amendment #4 submitted by APEX Engineering in the amount of \$383,715.00.

Attachment

- 1.) "Engineering Services Agreement Amendment #4 – Project No. BR-23-G0".



Water | Transportation | Municipal | Facilities

701.373.7980
4733 Amber Valley Parkway
Fargo, ND 58104

Engineering Services Agreement
Amendment #4 - Project No. BR-23-G0

Project: Amendment #4– Construction Engineering Services for BR-23-G0
32nd Ave S (22nd St to Lift Station No. 27) Reconstruction
City of Fargo Project No. BR-23-GO
Apex Project No. 22.103.0251

Client: City of Fargo (Engineering Department)
Attn: Eric Hodgson, PE – Engineering Department

Background / Description of Work:

This amendment includes additional time required by Apex Engineering Group for Construction Engineering Services between 22nd Street South and Lift Station No. 27. Originally the project was scoped for a total of 40 weeks of construction administration over a two-year construction period. As the schedule is described in the attachment, this request is for 7 additional weeks of full-time construction administration and 3 additional weeks of part-time construction administration for a project manager and inspector related to construction in year one from 22nd St S to 15th St S.

The additional time to provide the above referenced tasks is represented in the following:

- 1. Attachment #1 –Scope of Services and Summary of Hours/Fee = \$383,715.00

Fee Amendment Request:

Amendment #4: Phase II = \$383,715.00

Contract Terms & Conditions:

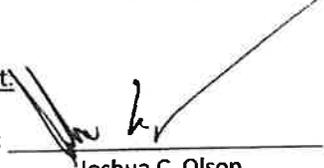
Apex Engineering Group, Inc. ("Consultant") hereby proposes, and the City of Fargo ("City") hereby authorizes, the above-described Amendment #1 and additional services described here in, including attachments, to be completed under the same Terms & Conditions of the original agreement signed by both parties and approved by the City of Fargo on September 23rd, 2022.

City of Fargo Authorization:

Signature: _____
Dr. Tim Mahoney

Title: _____
Mayor

Date: _____

Consultant:
Signature: 
Joshua C. Olson

Title: _____
Vice President

Date: _____
December 31, 2025

Attachment #1

Amendment Request - #4 Scope of Services and Summary of Hours / Fee Additional Work in Phase II: Construction Engineering Services For 32nd Avenue South Reconstruction – 22nd Street to Storm Sewer Lift Station #27 City of Fargo Project No. BR-23-GO

Apex Engineering Group, Inc.
Client: City of Fargo

PHASE II: ADDITIONAL CONSTRUCTION SERVICES

This scope of services pertains to a supplemental request for additional construction administration and inspection time for Segment 3, 15th Street South to Lift Station No. 27. The original scope and fee were based on 40 weeks of construction inspection over a two-year period. This two-year period included time for both Segment 2, 22nd Street South and 15th Street South, and Segment 3, 15th Street South to Lift Station No. 27. Breaking down to 20 weeks of construction, per year or per Segment.

Construction of Segment 2, from 22nd Street South to 15th Street South, commenced on April 9, 2025. The project was incentivized and reached substantial completion on September 13, 2025, resulting in a construction duration of approximately 22 weeks. Punch list items, as-built record collection, and change order processing extended into October 2025, with additional follow-up for signal items anticipated in the Spring 2026. These activities required an additional two weeks, over the 20 weeks estimated, of full-time construction administration services and three weeks of project manager and inspector time beyond that included in the original scope.

The substantial completion date for Segment 3 identified in the plans is October 9, 2026. Assuming a similar construction start of approximately April 15, 2026, Segment 3 is anticipated to require approximately 25 weeks of construction administration and inspection services, resulting in five additional weeks beyond the original scope.

In summary, this supplemental request includes seven weeks of additional full-time construction administration services associated with Segment 2 (2 weeks) and Segment 3 (5 weeks), and three weeks of project manager and inspector time associated with extended closeout activities for Segment 2.

CONSTRUCTION ADMINISTRATION

***Standard Apex rates have been pro-rated to 2026 dollars**

Full Time Construction Administration (7 weeks)

- Assuming project manager 40 hrs/wk, three inspectors 65 hrs/wk (per original contract):
 - Lead Engineer (Project Manager) 7wks x 40 hrs x \$219 = \$61,320
 - Graduate Engineer (Inspector 1): 7 wks x 65 hrs / wk x \$155 = \$70,525.00
 - Engineering Technician III (Inspector 2): 7 wks x 65 hrs / wk x \$134= \$60,970.00
 - Engineering Technician I (Inspector 3): 7 wks x 65 hrs / wk x \$116= \$52,780.00
 - **Subtotal = \$245,595.00**

Continuous Digital Data Office Work (7 weeks)

- Assuming Data technician 8 hrs/wk:
 - GIS Coordinator (Digital Data Office Work): 7 wks x 8 hrs / wk x \$175= \$9,800.00
 - **Subtotal = \$9,800.00**

Construction Staking (7 weeks)

Assuming 2-person crew 40 hrs/wk:

- Survey Crew Chief = 7wks x 40hrs x \$182 = \$50,960.00
- Engineering Technician I = 7wks x 40hrs x \$116 = \$32,480.00
- **Subtotal = \$83,440.00**

Partial Time Construction Administration (3 weeks)

- Assuming Project Mgr 40 hrs/wk, one inspector 40 hrs/wk:
 - Lead Engineer (Project Manager) 3 wks x 40hrs x \$219 = \$26,280.00
 - Graduate Engineer (Inspector 1): 3 wks x 40 hrs x \$155 = \$18,600.00
 - **Subtotal = \$44,880.00**

TOTAL FOR AMENDMENT #4 = \$383,715.00

From: [Josh Olson](#)
To: [Eric Hodgson](#); [Jason Leonard](#)
Cc: [James Mickelson](#)
Subject: BR-23-G0: 32nd Ave Reconstruction (22nd St S to Lift Station #27)
Date: Thursday, January 15, 2026 9:58:32 AM
Attachments: [32nd Ave S Improvement District BR-23-G0 Amd 4 Request.pdf](#)

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

Eric & Jason,

Attached, please find the **Draft** Amendment Request #4 for the referenced project (Cover letter w/ Scope & Fee). This amendment includes the additional cost / time estimated to complete the construction administration for Segment 3, 15th St S to Lift Station #27.

The following is a summary of the Supplemental request for your consideration:

- Original Contract (in 2022) included 40 weeks of construction over a two-year period for 32nd Ave from 22nd St. S to 15th St. S (Segment #2) and from 15th St. S to the Lift Station (Segment #3).
 - We feel that 40 weeks is going to be light by about 7 weeks; therefore, our supplement request #4 is based on an additional 7 weeks of CE to complete both segments.
 - Our request also includes some time for additional construction administration (not full-time inspection, but partial) to complete punch list items, as-built record collection and compilation, and extensive change order processing / NOI response time into October of 2025 (basically two project final record preparations instead of one).
 - Our request does not include anytime for Flint Communications to provide and assist with public outreach for the Segment #3 project. I could request that number if you like. There last estimate / cost was for only one year of construction.

FYI: If this addendum is processed it will bring our overall CE fee to \$1,979,123 to deliver two separate projects with a total Construction Cost of \$28,450,000 (Segment #2 cost plus estimated Segment #3 cost). This breaks down to Construction Administration being approximately 6.96% of the Construction cost.

Please, don't hesitate to reach out if you have any questions or need any additional information.

Thank you in advance for your review and consideration of this amendment request.

Joshua C. Olson, PE (ND, MN)
Vice President

Apex Engineering Group

4733 Amber Valley Parkway South
Fargo, North Dakota 58104

Office: 701-373-7980

Direct: 701-373-7984

Email: Josh.Olson@ApexEngGroup.com

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Disclaimer

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PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

21

Improvement District No.: PR-28-A1
NDDOT Project No.: NHU-010(050)936 PCN 24436

Type: Preliminary Engineering Reimbursement Agrmt

Location: Main Ave, 45th St – 25th St

Date of Hearing: 1/26/2026

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

The Committee reviewed the accompanying correspondence from Division Engineer, Jeremy Gorden, regarding a Preliminary Engineering Reimbursement Agreement with the NDDOT for the concrete pavement rehabilitation project slated for the 2028 construction season.

Staff is recommending approval of the Preliminary Engineering Reimbursement Agreement with the NDDOT.

On a motion by Brenda Derrig, seconded by Nicole Crutchfield, the Committee voted to recommend approval of the Preliminary Engineering Reimbursement Agreement with the NDDOT.

RECOMMENDED MOTION

Concur with recommendations of PWPEC and approve the Preliminary Engineering Reimbursement Agreement with the NDDOT.

PROJECT FINANCING INFORMATION:

Recommended source of funding for project: Special Assessments

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

COMMITTEE

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

ATTEST:

C: Kristi Olson



 Tom Knakmuhs, P.E.
 City Engineer

Memorandum

To: Members of PWPEC

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

Date: January 23, 2026

Re: Preliminary Engineering Reimbursement Agreement with NDDOT
City of Fargo Improvement District No. PR-28-A1
NDDOT Project No. NHU-010(050)936 PCN 24436

I have attached a “Preliminary Engineering Reimbursement Agreement” from the NDDOT for the concrete pavement rehabilitation project we have slated for the 2028 construction season. The project is estimated at \$17.2M and we will be responsible for 10% of that total.

This agreement is basic in nature and what it does is state to the NDDOT that we are 100% on board with this project, that we are a partner with them on this important project, but if for whatever reason the city unilaterally and voluntarily stops and terminates the project, we will reimburse the NDDOT for any and all costs that have been incurred for the project. I don’t foresee this occurring, so I’m confident that this agreement will be just a formality.

I have attached a copy of the “Preliminary Engineering Reimbursement Agreement” for review.

Recommended Motion:

Approval of the “Preliminary Engineering Reimbursement Agreement” with the NDDOT to be signed by Mayor Mahoney and returned to the NDDOT.

Attachment

MEMO TO: Chad Orn
Deputy Director for Planning

FROM: Palo, George H. Urban Project Manager

DATE: 01/13/2026

SUBJECT: 38250958: NHU-010(050)936 PCN 24436. Preliminary Engineering Reimbursement Agreement.

This project is a Concrete Pavement Repair (CPR), on Fargo Main Ave from 45th St. to 25th St. This work will also include Bridge expansion joint replacement and ADA ramps.

This agreement solidifies the City's agreement with NDDOT proceeding with the project development process. If the City decides they no longer want the project or support it, this agreement outlines their role in Reimbursement to NDDOT for engineering services.

If you have any questions, contact me at (701) 787-6539.

38/ghp

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

NDDOT Contract No. 38250958
Project No. NHU-8-010(050)936
PCN No. 24436

**North Dakota Department of Transportation
PRELIMINARY ENGINEERING REIMBURSEMENT AGREEMENT**

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, North Dakota, hereinafter referred to as the City.

WHEREAS, the City agrees that NDDOT proceed with project development activities on North Dakota Highway 10 (Locally known as Main Ave.) from 45th Street to 25th Street. NHU-8-010(050)936 (PCN 24436); and;

WHEREAS, the City agrees that the project be developed in accordance with NDDOT policies and with the scope of work identified in Attachment A, attached hereto and incorporated by reference.

NOW, THEREFORE, it is agreed that NDDOT will take all necessary steps in project development to deliver an environmental document and set of design plans approved by the City, and construct the project by scheduling a bid opening at such time as funding and project completion allows.

The City agrees that should it unilaterally and voluntarily terminate this agreement by whatever means or action, it shall reimburse NDDOT for any and all costs it has incurred for engineering services under this agreement.

The City further agrees that should it request or otherwise cause a material alteration to, or a reduction of the scope of the project, it shall reimburse NDDOT for any and all costs it has incurred for engineering services under this agreement.

In the event the City fails to reimburse NDDOT, such failure shall constitute an assignment of funds, derived from the State Highway Tax Distribution Fund now or hereafter coming into the hands of the State Treasurer to the credit of the City, and that the State Treasurer is hereby directed to deliver and pay over to NDDOT all funds credited to the City until the total thereof equals the sum billed pursuant to this agreement.

Appendices A and E of the Title VI Assurances, attached, are hereby incorporated into and made a part of this agreement.

The Risk Management Appendix, attached, is hereby incorporated and made a part of this agreement.



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

APPROVED:

CITY ATTORNEY (TYPE OR PRINT)

SIGNATURE

DATE

City of Fargo

Dr. Timothy J. Mahoney
NAME (TYPE OR PRINT)

SIGNATURE

* Mayor
TITLE

DATE

ATTEST:

CITY AUDITOR (TYPE OR PRINT)

SIGNATURE

DATE

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

APPROVED as to substance by:

Derek Pfeifer
LOCAL GOVERNMENT ENGINEER (TYPE OR PRINT)

Derek Pfeifer SH
SIGNATURE

01/16/26
DATE

NORTH DAKOTA
DEPARTMENT OF TRANSPORTATION

DIRECTOR (TYPE OR PRINT)

SIGNATURE M

DATE

*Mayor or President City Commission

CLA 17057 (Div. 38)
L.D. Approved 7-17-89; 10-23



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

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

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



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

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

Pertinent Non-Discrimination Authorities:

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



Risk Management Appendix

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

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

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

Governments – State and Government Entity, as defined above

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

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

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

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

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

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

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

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

RM Consulted 2007
Revised 6-25



MEMORANDUM

TO: Jon Ketterling – Office of Project Development Director
FROM: Paul Benning – Local Government Engineer *PB SK*
DATE: July 24, 2024
SUBJECT: Request for Decision on Project Development Activities

The Local Government Division (LGD) has a new project to get started. The project is detailed below and, in the information attached to this document. LGD has coordinated with the District Office and Aaron Murra has indicated that the District is unable to complete the project development for this project.

LGD is asking the Office of Project Development (OPD) to determine whether the project development will be performed internally by OPD or whether a consultant should be hired.

Project: NHU-8-010(050)936
PCN: 24436
Location: Fargo, Main Ave from 45th St to 25th St
Work Type: CPR, Bridge expansion joint replacement, ADA Ramps
Improvement Type: Preventative Maintenance
Bid Ready: 1/1/2028
Bid Opening: 12/17/2027
Cost Participation: 80.93% Federal, 9.07% State, 10% Local
Funding: \$17,244,985 Total

Decision Requested:

Would the NDDOT Office of Project Development like to perform the project development for this project, or would you recommend that a consultant be hired to do this work?

24436	
OPD	Consultant
X	

MB

OPD Decision Document

PCN 24436

July 24, 2024

Page 2

RECOMMENDATIONS:

Comments: I agree, this project can be completed internal.

Kirk Hoff

Kirk Hoff – Design Engineer

08/01/24

Date

Comments:

Jason Thorenson

Jason Thorenson – Bridge Engineer

08/01/24

Date

DECISION:

Comments:

Jon Ketterling

Jon Ketterling – Office of Project Development

08/01/24

Date

**URBAN REGIONAL
PROJECT SCOPING WORKSHEET**

Date: 2-2-24

Priority #: 2

City: Fargo

County: Cass

Street: Main Avenue – 25th Street to 45th Street

Length: 2 miles

Proposed Improvement: Concrete pavement repair and bridge expansion joint replacement at I-29.

Cost Estimate (in \$1,000's)

Preliminary Engineering:	1,000
Construction Engineering:	1,000
ROW:	0
Utility Relocations:	0
Construction Cost (Participating):	8,587 (25 th St to I-29), 8,657 (I-29 to 45 th St) = 17,244
Bridge Cost:	0
<u>Non-Participating Costs:</u>	<u>0</u>
Total:	19,244

Existing Road

Surface Width: 86'

Surface Type: Concrete

ADT Present: 22,730

ADT Year: 2022

On-Street Parking Situation:

Existing:	<u>None</u>	One Side	Both Sides	Angle	Parallel
Proposed:	<u>None</u>	One Side	Both Sides	Angle	Parallel

Proposed Improvements

Travel Way Width: 11' lanes

ADT Design: NA

Design year: NA

No. of Lanes: 7 lanes

Page 166

Design Speed: 40 mph

Roadway Width: 86'

Maximum Curve: NA

Maximum Grade: NA

Min. R/W Width: 138'

Right of Way

Will Additional ROW or easement be acquired?	Yes	<u>No</u>
ROW acquisition by:	City	<u>NDDOT</u>
Has any ROW easements been acquired since 7-1-72:	<u>Yes</u>	No
ROW Condemnation by:	City	<u>NDDOT</u>
Est. No. of occupied family dwelling to be displaced?	0	
Est. No. business to be displaced?	0	

Impacts

Will there be any additional Impacts (Cultural and Environmental Resources): None anticipated

Will there be any impacts to 4(f) or 6(f) properties: No

Airports: No

Public Hearings: No

Environmental Classification (Cat-Ex, EA, EIS): Environmental Checklist anticipated

Transportation Enhancements: Sidewalks existing on both sides today, no changes anticipated.

Intermodal: No

Pedestrian Needs: No.

Highway/Railroad Crossings: No

RR Name:

No. of Crossings:

No. of Tracks & Type of Crossing:

Daily Train Movements:

Train Speed:

Present Protection:

Proposed Protection:

Purpose and Need Statement

This roadway section is 20 years old. The roadway is a concrete urban section with dowel bars. There is a longitudinal joint that is not tied and the concrete panels have begun separating from each other in both the

Page 167

eastbound and westbound lanes. The first mile from 25th Street to I-29 is more pronounced than the mile from I-29 to 45th Street. We also plan to replace the expansion joints on each side of the I-29 bridges as they are worn out and falling apart. The purpose and need of the project is to repair the longitudinal joints before they get too separated and a much more expensive project will be required.

Existing Conditions

When was the current street section built?

2004.

Has there been any additional maintenance to the street section?

No.

How many driving lanes and turning lanes does the street section currently have and what is the widths of the driving and turning lanes?

There are between 7 and 9 driving lanes on this roadway and the widths of each driving lane is 11'.

If the pavement section is asphalt, is there any alligator cracking, longitudinal cracking, transverse cracking, raveling, bituminous patching or rutting?

NA

If the pavement section is concrete, are there any broken slabs, faulting, bituminous patching, joint spalling, transverse cracking, or longitudinal cracking?

The concrete pavement is in decent condition with a few broken slabs, but the biggest concern is the untyped longitudinal joints in each direction.

Any existing geometric concerns?

No.

Are there any access points to adjoining properties that present a special concern?

No.

Are there any existing sidewalks or shared use path in place?

Yes, and they are in good condition.

What is the condition of the existing storm sewer?

Good condition.

Will any additional storm sewer work need to be done along with this project?

None anticipated.

What is the condition of the city's water and sewer line?

Good condition.

Will any work have to be done to the city's water and sewer lines along with this project?

None anticipated.

Describe the existing lighting system currently in place? What type of standards and luminaires are currently being used?

40' high highway poles with LED fixtures. The plan would be to leave them as-is.

What intersections currently have traffic signals? Are there any locations that have a high accident rate? Are additional turning lanes needed?

There are 10 traffic signals along the corridor, no high crash rates along the corridor and no additional turn lanes are needed.

Remarks:

City Engineer: 

Date: 2/22/2024

District Engineer: 

Date: 2/21/24

Note: Please attach a map showing location and extent of the project, detailed cost estimate, and any additional supporting documents.



**ENGINEER'S PRELIMINARY ESTIMATE
Concrete Pavement Repair**

Main Ave from 45th St I-29 East Ramps - 2028 bid prices

Line	Name	Quantity	Unit	Unit Value \$	Extended Value \$
Paving					
	Mobilization	1	LS	\$ 396,718.58	\$ 396,718.58
	Temp Safety Fence	370	LF	\$ 7.14	\$ 2,642.15
	Remove Pavement	6400	SY	\$ 65.06	\$ 416,395.82
	Repair Inlet	20	EA	\$ 5,236.69	\$ 104,733.71
	Modify Inlet Type A	20	EA	\$ 5,331.90	\$ 106,637.95
	Topsail Import	125	CY	\$ 80.93	\$ 10,116.32
	Boulevard Grading	225	SY	\$ 33.32	\$ 7,497.98
	Clean & Seal Concrete Joints	27700	LF	\$ 6.35	\$ 175,825.67
	F&I Curb and Gutter Standard	2800	LF	\$ 93.63	\$ 262,151.64
	Remove Curb and Gutter	3100	LF	\$ 33.32	\$ 103,305.52
	Repair Pavement - Partial Depth	500	SF	\$ 180.90	\$ 90,451.84
	F&I Pavement 11" Thick Doweled Concrete	6400	SY	\$ 276.12	\$ 1,767,143.25
	Rem & Repl Pavement 7" Thick Reinc Concrete	50	SY	\$ 290.40	\$ 14,519.90
	F&I Median Nose Conc	90	SY	\$ 299.92	\$ 26,992.73
	F&I Sidewalk Curb	300	LF	\$ 85.69	\$ 25,707.36
	F&I Sidewalk 4" Thick Reinf Conc	1200	SY	\$ 185.66	\$ 222,797.15
	F&I Sidewalk 6" Thick Reinf Conc	600	SY	\$ 209.47	\$ 125,680.45
	Remove Sidewalk	1800	SY	\$ 50.78	\$ 91,403.96
	F&I Impressioned 6" Thick Reinf Conc	500	SY	\$ 314.20	\$ 157,100.56
	F&I Det Warn Panels Cast Iron	700	SF	\$ 123.78	\$ 86,643.34
	F&I Casting - Inlet	20	EA	\$ 3,903.71	\$ 78,074.22
	F&I Casting - Standard Manhole	20	EA	\$ 1,999.46	\$ 39,989.23
	F&I Casting - Floating	20	EA	\$ 3,618.07	\$ 72,361.47
	Casting to Grade	60	EA	\$ 1,618.61	\$ 97,116.71
	GV Box to Grade	30	EA	\$ 952.12	\$ 28,563.74
	Repair Pavement - Patch Asphalt	100	SY	\$ 238.03	\$ 23,803.11
	F&I Traffic Surface Gravel	250	Ton	\$ 71.41	\$ 17,852.34
	Mill/Grind Conc Pavement	14000	SY	\$ 17.46	\$ 244,378.65
	Mulching Type 1 Hydro	2000	SY	\$ 3.49	\$ 6,982.25
	Seeding Type C	2000	SY	\$ 3.49	\$ 6,982.25
	Stormwater Management	1	LS	\$ 10,949.43	\$ 10,949.43
	Inlet Protection - Existing	50	EA	\$ 285.64	\$ 14,281.87
	Traffic Control	1	LS	\$ 668,074.09	\$ 668,074.09
	Construction Signing	200	SF	\$ 25.39	\$ 5,078.00
	Flagging	3000	MHR	\$ 80.93	\$ 242,791.77
	Traffic Control - Changeable Message Board	6	EA	\$ 9,578.37	\$ 57,470.24
	F&I Rock Mulch	30	Ton	\$ 261.83	\$ 7,855.03
				Paving \$	5,817,070.27
				Signing \$	23,803.11
				Pavement Marking \$	515,734.15
				Street Lights \$	238,031.15
				Traffic Signals \$	793,437.16
				Bridge Expansion Joints \$	1,269,499.46
				Total Construction Cost \$	8,657,575.31



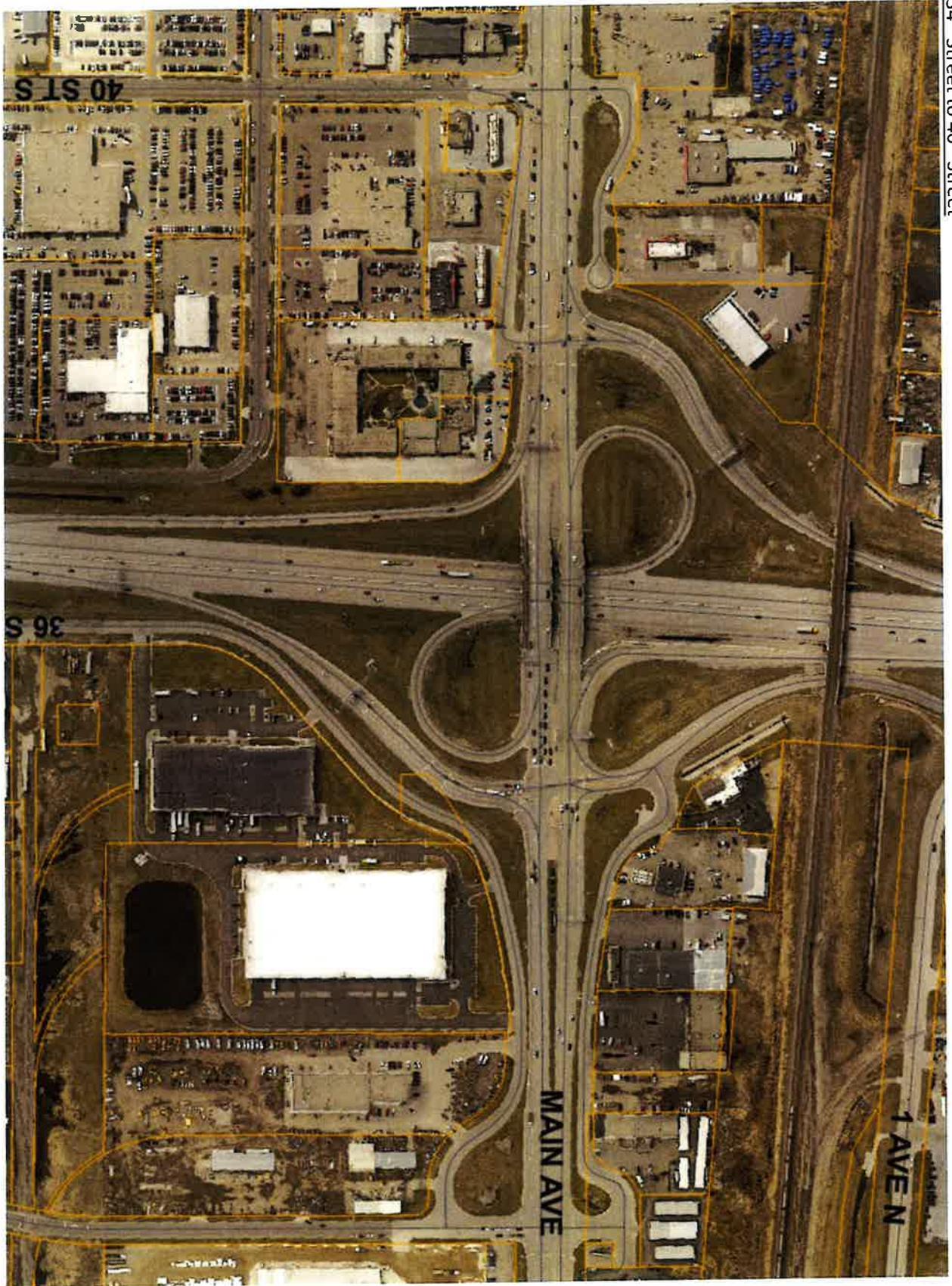
ENGINEER'S PRELIMINARY ESTIMATE
Concrete Pavement Repair
Main Ave from I-29 East Ramps to 25th St
Estimated 2028 Bid Prices

Line	Name	Quantity	Unit	Unit Value \$	Extended Value \$
Paving					
	Mobilization	1	LS	\$ 396,718.58	\$ 396,718.58
	Temp Safety Fence	350	LF	\$ 7.14	\$ 2,499.33
	Remove Pavement	6100	SY	\$ 65.06	\$ 396,877.27
	Repair Inlet	20	EA	\$ 5,236.69	\$ 104,733.71
	Modify Inlet Type A	20	EA	\$ 5,331.90	\$ 106,637.95
	Topsoil Import	120	CY	\$ 80.93	\$ 9,711.67
	Boulevard Grading	220	SY	\$ 33.32	\$ 7,331.36
	Clean & Seal Concrete Joints	115000	LF	\$ 6.35	\$ 729,962.19
	Cross-Stitch Concrete Joints	16000	EA	\$ 49.51	\$ 792,167.66
	F&I Curb and Gutter Standard	2700	LF	\$ 92.36	\$ 249,361.43
	Remove Curb and Gutter	3000	LF	\$ 33.32	\$ 99,973.08
	Repair Pavement - Partial Depth	500	SF	\$ 180.90	\$ 90,451.84
	F&I Pavement 11" Thick Doweled Concrete	6100	SY	\$ 276.12	\$ 1,684,308.41
	Rem & Repl Pavement 7" Thick Reinc Concrete	50	SY	\$ 288.81	\$ 14,440.56
	F&I Median Nose Conc	150	SY	\$ 299.92	\$ 44,987.89
	F&I Sidewalk Curb	300	LF	\$ 85.69	\$ 25,707.36
	F&I Sidewalk 4" Thick Reinf Conc	1200	SY	\$ 185.66	\$ 222,797.15
	F&I Sidewalk 6" Thick Reinf Conc	600	SY	\$ 209.47	\$ 125,680.45
	Remove Sidewalk	1800	SY	\$ 49.19	\$ 88,547.59
	F&I Impressioned 6" Thick Reinf Conc	500	SY	\$ 314.20	\$ 157,100.56
	F&I Det Warn Panels Cast Iron	650	SF	\$ 123.78	\$ 80,454.53
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	F&I Casting - Standard Manhole	20	EA	\$ 1,999.46	\$ 39,989.23
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	Mill/Grind Conc Pavement	20000	SY	\$ 17.46	\$ 349,112.35
	Mulching Type 1 Hydro	1800	SY	\$ 3.49	\$ 6,284.02
	Seeding Type C	1800	SY	\$ 3.49	\$ 6,284.02
	Stormwater Management	1	LS	\$ 10,949.43	\$ 10,949.43
	Inlet Protection - Existing	50	EA	\$ 285.64	\$ 14,281.87
	Traffic Control	1	LS	\$ 668,867.53	\$ 668,867.53
	Construction Signing	200	SF	\$ 25.39	\$ 5,078.00
	Flagging	1500	MHR	\$ 80.93	\$ 121,395.89
	Traffic Control - Changeable Message Board	4	EA	\$ 9,521.25	\$ 38,084.98
	F&I Rock Mulch	30	Ton	\$ 261.83	\$ 7,855.03
				Paving \$	7,016,404.49
				Signing \$	23,803.11
				Pavement Marking \$	515,734.15
				Street Lights \$	238,031.15
				Traffic Signals \$	793,437.16
				Total Construction Cost \$	8,587,410.07

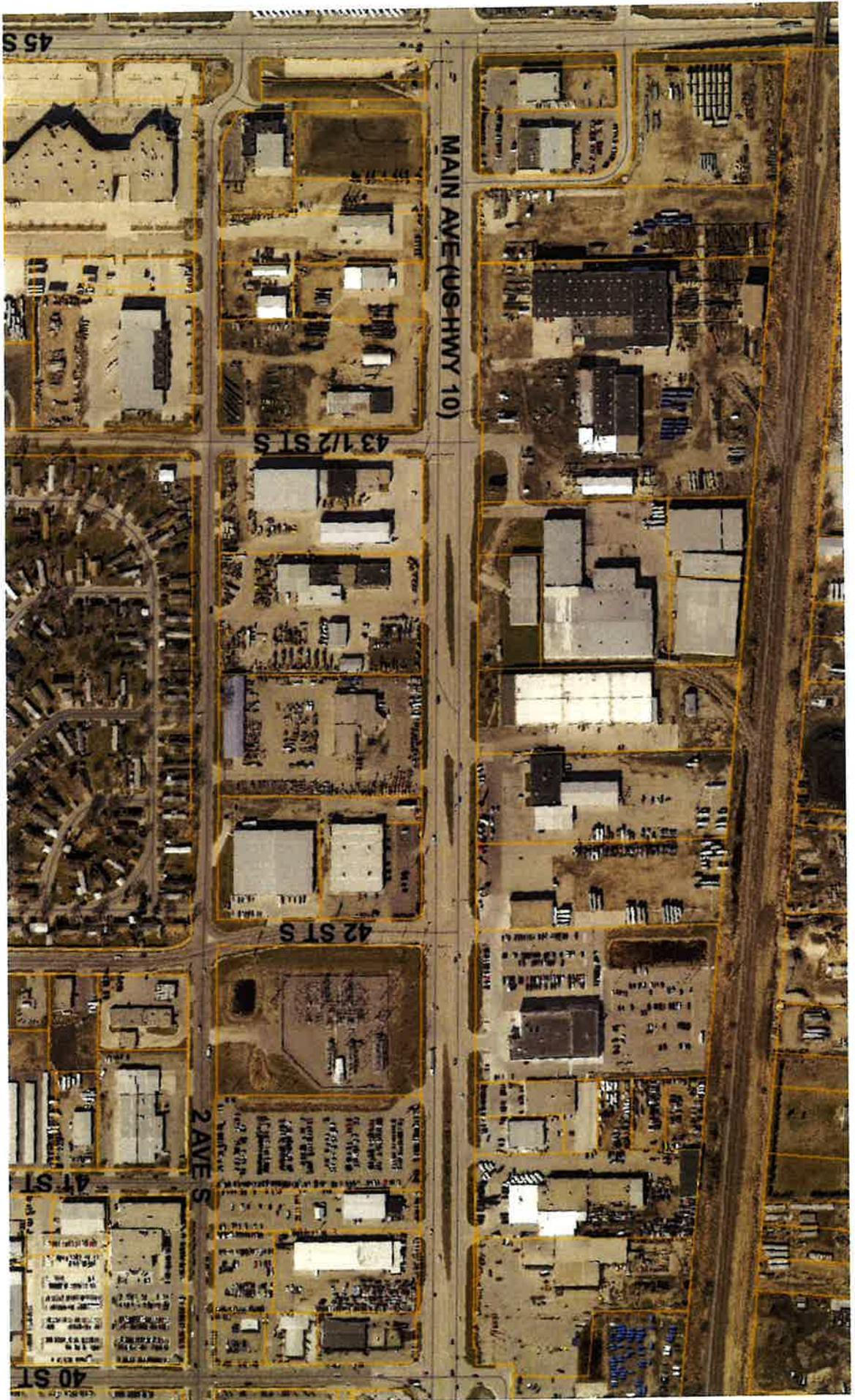
Project Location Map

25th Street to 34th Street





34th Street to 40th Street



40th Street to 45th Street

Certificate Of Completion

Envelope Id: CA0F05991BF8436C88EE29FE670886FA

Status: Completed

Subject: Complete with DocuSign: July 2024 OPD Dec Doc on Project Development Activities.docx, Main Ave ...

Contract Number:

PCN: 24436

Source Envelope:

Document Pages: 11

Certificate Pages: 2

AutoNav: Enabled

EnvelopeId Stamping: Enabled

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

Signatures: 3

Initials: 3

Envelope Originator:

Stacey Hanson

608 E Boulevard Ave

Bismarck, ND 58505

smhanson@nd.gov

IP Address: 165.234.253.12

Record Tracking

Status: Original

7/24/2024 4:05:44 PM

Security Appliance Status: Connected

Storage Appliance Status: Connected

Holder: Stacey Hanson

smhanson@nd.gov

Pool: StateLocal

Pool: Carahsoft OBO North Dakota Department of

Transportation CLOUD

Location: DocuSign

Location: DocuSign

Signer Events

Stacey Hanson

smhanson@nd.gov

Assistant Local Government Engineer

Carahsoft OBO North Dakota Department of

Transportation CLOUD

Security Level: Email, Account Authentication (None)

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Paul Benning

pbenning@nd.gov

Local Government Director

Security Level: Email, Account Authentication (None)

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Michael Johnson

mijohnson@nd.gov

Assistant Design Division Engineer

North Dakota Department of Transportation

Security Level: Email, Account Authentication (None)

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Kirk Hoff

khoff@nd.gov

Design Engineer

Carahsoft OBO North Dakota Department of

Transportation CLOUD

Security Level: Email, Account Authentication (None)

Signature

Signature Adoption: Pre-selected Style

Using IP Address: 165.234.253.12

Timestamp

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Signed: 7/25/2024 8:04:25 AM

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Signed: 8/1/2024 1:48:31 PM

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Viewed: 8/1/2024 1:59:52 PM

Signed: 8/1/2024 2:02:29 PM

Signer Events

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Jason Thorenson
jthorens@nd.gov
Carahsoft OBO North Dakota Department of
Transportation CLOUD
Security Level: Email, Account Authentication
(None)

Signature



Signature Adoption: Uploaded Signature Image
Using IP Address: 165.234.253.7

Timestamp

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Signed: 8/1/2024 2:04:06 PM

Electronic Record and Signature Disclosure:
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Jon Ketterling
jketterl@nd.gov
Security Level: Email, Account Authentication
(None)



Signature Adoption: Pre-selected Style
Using IP Address: 165.234.253.7

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Electronic Record and Signature Disclosure:
Not Offered via DocuSign

In Person Signer Events

Signature

Timestamp

Editor Delivery Events

Status

Timestamp

Agent Delivery Events

Status

Timestamp

Intermediary Delivery Events

Status

Timestamp

Certified Delivery Events

Status

Timestamp

Carbon Copy Events

Status

Timestamp

Witness Events

Signature

Timestamp

Notary Events

Signature

Timestamp

Envelope Summary Events

Status

Timestamps

Envelope Sent Hashed/Encrypted
Certified Delivered Security Checked
Signing Complete Security Checked
Completed Security Checked

7/24/2024 4:14:18 PM
8/1/2024 2:09:13 PM
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Payment Events

Status

Timestamps

Certificate Of Completion

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Subject: Contract #38250958: Please DocuSign: Preliminary Engineering Reimbursement Agreement
Contract Number: 38250958
PCN: 24436
Source Envelope:
Document Pages: 19
Certificate Pages: 4
AutoNav: Enabled
Envelope Stamping: Enabled
Time Zone: (UTC-06:00) Central Time (US & Canada)

Status: Sent

Envelope Originator:
George Palo
608 E Boulevard Ave
Bismarck, ND 58505
ghpalo@nd.gov
IP Address: 165.234.92.126

Record Tracking

Status: Original
1/14/2026 12:45:17 PM
Security Appliance Status: Connected
Storage Appliance Status: Connected
Holder: George Palo
ghpalo@nd.gov
Pool: StateLocal
Pool: Carahsoft OBO North Dakota Department of Transportation CLOUD

Location: DocuSign

Location: Docusign

Signer Events

Stacey Hanson
smhanson@nd.gov
Assistant Local Government Engineer
Carahsoft OBO North Dakota Department of Transportation CLOUD
Security Level: Email, Account Authentication (None), Authentication

Signature

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

Timestamp

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Result: passed
Vendor ID: TeleSign
Type: SMSAuth
Performed: 1/14/2026 2:06:58 PM
Phone: +1 701-527-8879

Electronic Record and Signature Disclosure:
Not Offered via Docusign

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

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

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Type: SMSAuth
Performed: 1/16/2026 1:30:05 PM
Phone: +1 701-471-5516

Electronic Record and Signature Disclosure:
Not Offered via Docusign

Signer Events

Nicole Lagasse
nmlagasse@nd.gov
Assistant CFO
Security Level: Email, Account Authentication
(None), Authentication

Signature



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

Timestamp

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Type: SMSAuth
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Phone: +1 701-954-8712

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Tom Knakmuhs
TKnakmuhs@FargoND.gov
Security Level: Email, Account Authentication
(None), Digital Certificate

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

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

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

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

George Palo
ghpalo@nd.gov
Security Level: Email, Account Authentication
(None), Authentication
Electronic Record and Signature Disclosure:
Not Offered via DocuSign

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

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

Envelope Summary Events

Envelope Updated
Envelope Updated

Status

Security Checked
Security Checked

Timestamps

1/14/2026 12:52:43 PM
1/14/2026 12:52:43 PM

Payment Events

Status

Timestamps



22

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

January 29, 2026

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

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

Dear Commissioners:

Improvement District No. BR-23-A was created by City Commission on December 22, 2025, and the resolution declaring the improvements necessary was first advertised on December 31, 2025. NDCC 40-22-17 states that “within thirty days after the first publication of the resolution declaring the necessity of an improvement project of the type specified in any one of the subsections of section 40-22-01, the owners of any property within the improvement district file written protests describing the property which is the subject of the protest with the city auditor protesting against the adoption of said resolution, the governing body of the municipality, at its next meeting after the expiration of the time for filing such protests, shall hear and determine the sufficiency thereof”.

Typically, the determination of sufficiency occurs at the same time City Commission considers Engineering’s recommendation to award, or reject, a construction contract for improvements. However, due to the bid opening date being on February 6, 2026, bids for the project have not been opened yet. No protests were received, and to ensure compliance with Century Code, Engineering requests that City Commission take action to determine protests as insufficient.

Recommended Motion

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

Sincerely,

Tom Knakmuhs, PE
City Engineer



23

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

January 29, 2026

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

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

Dear Commissioners:

Improvement District No. BR-26-H was created by City Commission on December 22, 2025, and the resolution declaring the improvements necessary was first advertised on December 31, 2025. NDCC 40-22-17 states that "within thirty days after the first publication of the resolution declaring the necessity of an improvement project of the type specified in any one of the subsections of section 40-22-01, the owners of any property within the improvement district file written protests describing the property which is the subject of the protest with the city auditor protesting against the adoption of said resolution, the governing body of the municipality, at its next meeting after the expiration of the time for filing such protests, shall hear and determine the sufficiency thereof".

Typically, the determination of sufficiency occurs at the same time City Commission considers Engineering's recommendation to award, or reject, a construction contract for improvements. However, due to the bid opening date being on February 6, 2026, bids for the project have not been opened yet. One protest was received, amounting to less than 1% of the Improvement District, and to ensure compliance with Century Code, Engineering requests that City Commission take action to determine protests as insufficient.

Recommended Motion

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

Sincerely,

Tom Knakmuhs, PE
City Engineer

COVER SHEET
CITY OF FARGO PROJECTS

24

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-C

Call For Bids	<u>February 2</u>	, <u>2026</u>
Advertise Dates	<u>February 11 & 18</u>	, <u>2026</u>
Bid Opening Date	<u>March 11</u>	, <u>2026</u>
Substantial Completion Date	<u>October 10</u>	, <u>2026</u>
Final Completion Date	<u>November 9</u>	, <u>2026</u>

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

Project Engineer Will Bayuk

Phone No. (701) 241-1545

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

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



**ENGINEER'S REPORT
PAVING AND UTILITY REHAB/RECONSTRUCTION
IMPROVEMENT DISTRICT NO. BR-26-C
10TH AVENUE SOUTH FROM 6TH STREET TO 7TH
STREET, 11TH AVENUE SOUTH FROM 7TH STREET TO
8TH STREET, 12TH AVENUE SOUTH FROM 6TH STREET
TO 7TH STREET, AND 7TH STREET SOUTH FROM 10TH
AVENUE TO 13TH AVENUE.**

Nature & Scope

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

Purpose

The existing water main is cast iron pipe (CIP) and asbestos concrete pipe (ACP), which was installed up to 105 years ago and is being replaced with polyvinyl chloride (PVC) to minimize impacts and costs associated with breaks. The street reconstruction is necessary because the existing street section has deteriorated significantly and has exceeded its life expectancy. Reconstruction will include asphalt pavement, gravel base, curb and gutter, storm sewer inlets and leads, sanitary sewer spot repairs, driveway approaches, and sidewalk replacement. The project will be funded by a combination of City Funds (Wastewater Utility, Water Utility, Storm Sewer Utility, Street Light Utility and Infrastructure Sales Tax) and Special Assessments to the benefiting properties. Assessments will be applied per City policy.

Special Assessment District

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

Feasibility

The estimated cost of construction is \$2,828,511.86. The cost breakdown is as follows:

Water Main

Construction Cost		\$651,070.91
--------------------------	--	--------------

Fees

Admin	4%	\$26,042.84
Contingency	5%	\$32,553.55
Engineering	10%	\$65,107.09
Interest	4%	\$26,042.84
Legal	3%	\$19,532.13

Total Estimated Cost		\$820,349.36
-----------------------------	--	---------------------

Funding

Special Assessments	10.45%	\$85,688.91
Utility Funds - Water - 501	89.55%	\$734,660.45

Sanitary Sewer

Construction Cost		\$734,771.20
--------------------------	--	--------------

Fees

Admin	4%	\$29,390.85
Contingency	5%	\$36,738.56
Engineering	10%	\$73,477.12
Interest	4%	\$29,390.85
Legal	3%	\$22,043.14

Total Estimated Cost		\$925,811.72
-----------------------------	--	---------------------

Funding

Special Assessments	9.26%	\$85,688.91
Utility Funds - Wastewater - 521	90.74%	\$840,122.81

Stom Sewer

Construction Cost		\$194,700.50
Fees		

Admin	4%	\$7,788.02
Contingency	5%	\$9,735.03
Engineering	10%	\$19,470.05
Interest	4%	\$7,788.02
Legal	3%	\$5,841.02

Total Estimated Cost		\$245,322.64
-----------------------------	--	---------------------

Funding

Special Assessments	50.00%	\$122,661.32
Utility Funds - Stormwater - 524	50.00%	\$122,661.32

Paving

Construction Cost		\$1,247,969.25
Fees		

Admin	4%	\$49,918.77
Contingency	5%	\$62,398.46
Engineering	10%	\$124,796.93
Interest	4%	\$49,918.77
Legal	3%	\$37,439.08

Total Estimated Cost		\$1,572,441.26
-----------------------------	--	-----------------------

Funding

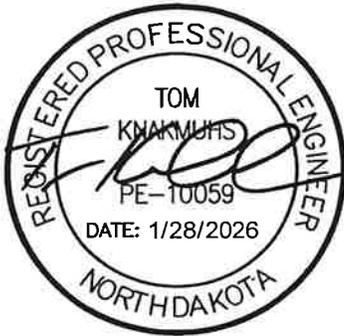
Special Assessments	12.27%	\$192,876.42
Sales Tax Funds - Infrastructure - 420	81.09%	\$1,275,169.64
Utility Funds - Street Lights - 528	1.26%	\$19,744.20
Utility Funds - Water - 501	5.38%	\$84,651.00

Project Funding Summary

Special Assessments	13.66%	\$486,915.56
Sales Tax Funds - Infrastructure - 420	35.78%	\$1,275,169.64
Utility Funds - Street Lights - 528	0.55%	\$19,744.20
Utility Funds - Stormwater - 524	3.44%	\$122,661.32
Utility Funds - Wastewater - 521	23.57%	\$840,122.81
Utility Funds - Water - 501	22.99%	\$819,311.45

Total Estimated Project Cost **\$3,563,924.98**

We believe this project to be cost effective.



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

Thomas Knakmuhs, P.E.
City Engineer



**LOCATION AND COMPRISING
PAVING AND UTILITY REHAB/RECONSTRUCTION
IMPROVEMENT DISTRICT NO. BR-26-C**

10TH AVENUE SOUTH FROM 6TH STREET TO 7TH STREET, 11TH AVENUE SOUTH FROM 7TH STREET TO 8TH STREET, 12TH AVENUE SOUTH FROM 6TH STREET TO 7TH STREET, AND 7TH STREET SOUTH FROM 10TH AVENUE TO 13TH AVENUE.

LOCATION:

On 7th Street South from 10th Avenue South to 13th Avenue South.

On 10th Avenue South from 6th Street South to 7th Street South.

On 11th Avenue South from 7th Street South to 8th Street South.

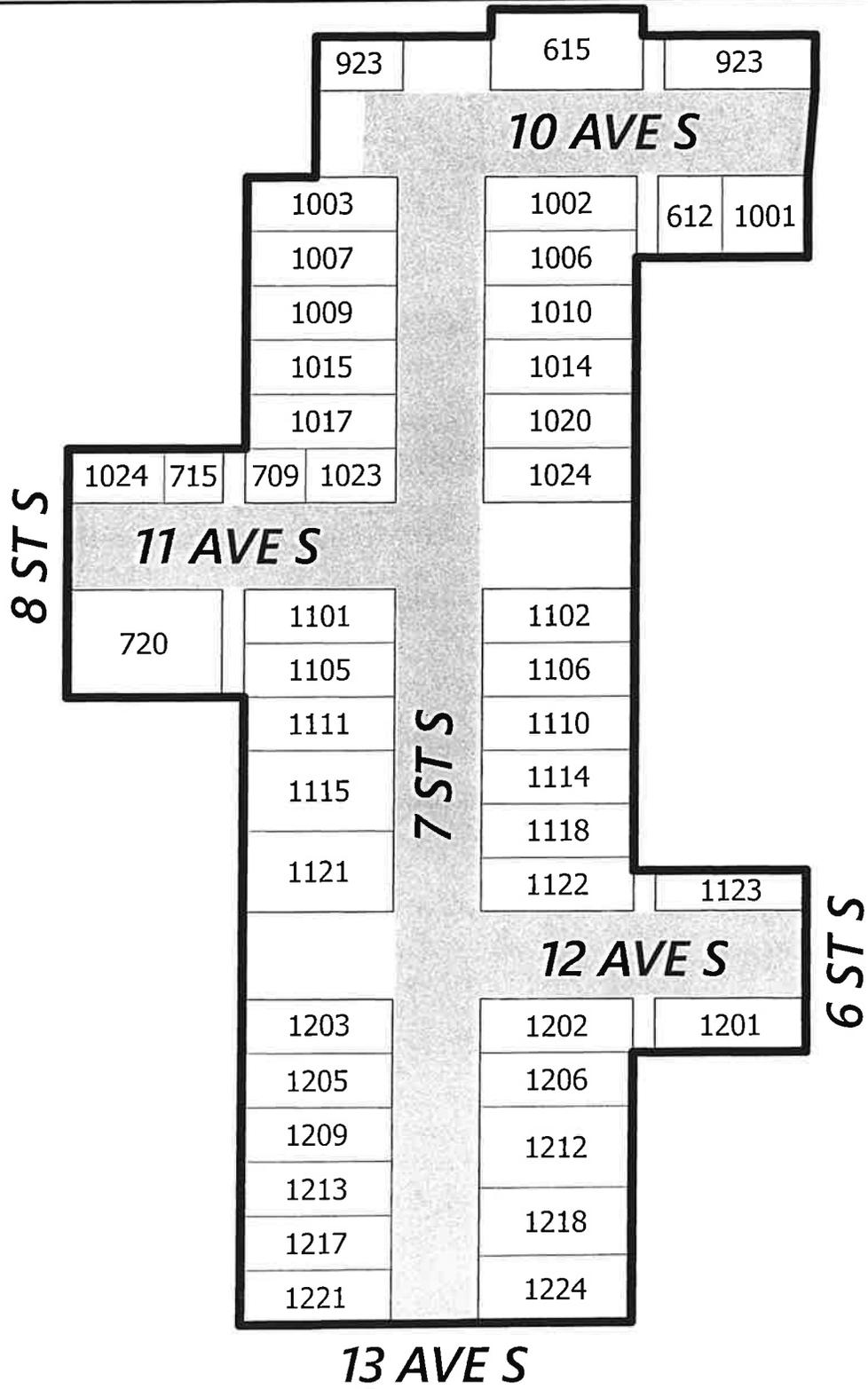
On 12th Avenue South from 6th Street South to 7th Street South.

COMPRISING:

The area bounded on the north by 9th Avenue South, on the east by 6th Street South, on the south by 13th Avenue South, and on the west by 8th Street South.

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

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



UTILITY REHAB/RECONSTRUCTION

 SPECIAL ASSESSMENT DISTRICT BOUNDARY



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

COVER SHEET
CITY OF FARGO PROJECTS

25

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:

Seal Coat

Improvement
District No. PR-26-C

Call For Bids	<u>February 2</u>	, <u>2026</u>
Advertise Dates	<u>February 11 & 18</u>	, <u>2026</u>
Bid Opening Date	<u>March 11</u>	, <u>2026</u>
Substantial Completion Date	<u>August 1</u>	, <u>2026</u>
Final Completion Date	<u>September 1</u>	, <u>2026</u>

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

Project Engineer Jason Hoogland
Phone No. (701) 241-1545

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
SEAL COAT
IMPROVEMENT DISTRICT NO. PR-26-C
VARIOUS LOCATIONS IN THE CITY OF FARGO**

Nature & Scope

This project is part of the City's annual infrastructure improvement efforts and impacts multiple areas of Fargo each construction season. Seal coat projects extend the life of asphalt pavement and provide a more traffic and weather resistant surface. It involves spraying an asphalt emulsion on the pavement surface that is immediately followed by a rock chip application that is embedded into the emulsion.

Purpose

The annual seal coat project extends the pavement life of our City streets and helps prevent future wear from weather and traffic. This preventative maintenance ultimately saves the City and its resident's money, time and resources in the future.

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 \$1,632,263.20. The cost breakdown is as follows:

Section 1 - 100% City Funded			
Construction Cost			\$1,201,127.60
Fees			
Admin	4%		\$48,045.10
Contingency	5%		\$60,056.38
Engineering	10%		\$120,112.76
Interest	4%		\$48,045.10
Legal	3%		\$36,033.83
Total Estimated Cost			\$1,513,420.77
Funding			
Sales Tax Funds - Infrastructure - 420	100.00%		\$1,513,420.77

Section 1 Pavement Markings - 100% City Funded			
Construction Cost			\$173,456.00
Fees			
Admin	4%		\$6,938.24
Contingency	5%		\$8,672.80
Engineering	10%		\$17,345.60
Interest	4%		\$6,938.24
Legal	3%		\$5,203.68
Total Estimated Cost			\$218,554.56
Funding			
Utility Funds - Street Lights - 528	100.00%		\$218,554.56

Section 2 - 100% Special Assessed		
Construction Cost		\$257,679.60
Fees		
Admin	4%	\$10,307.18
Contingency	5%	\$12,883.98
Engineering	10%	\$25,767.96
Interest	4%	\$10,307.18
Legal	3%	\$7,730.39
Total Estimated Cost		\$324,676.29
Funding		
Special Assessments	100.00%	\$324,676.29

Project Funding Summary		
Special Assessments	15.79%	\$324,676.29
Sales Tax Funds - Infrastructure - 420	73.59%	\$1,513,420.77
Utility Funds - Street Lights - 528	10.63%	\$218,554.56
Total Estimated Project Cost		\$2,056,651.62

We believe this project to be cost effective.



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

Thomas Knakmuhs, P.E.
City Engineer



**LOCATION AND COMPRISING
SEAL COAT
IMPROVEMENT DISTRICT NO. PR-26-C
VARIOUS LOCATIONS IN THE CITY OF FARGO**

LOCATION:

LOCATION (Section 1):

On 25 Street North from 40th Avenue North to the City of Fargo City limits.
On 27th Street North from north of 40th Avenue North to the City of Fargo City limits.
On 44th Avenue North from 25th Street North to 613' west of 27th Street North.

LOCATION (Section 2):

On 41st Street South from 34th Avenue South to 36th Avenue South.

LOCATION (Section 3):

On 32nd Street South from 385' north of 47th Avenue South to Timber Parkway South.
On 34th Street South from 47th Avenue South to Timber Parkway South.
On Timber Creek Circle South.
On 47th Avenue South from 32nd Street South to 36th Street South.

LOCATION (Section 4):

On Merrifield Drive South.
On 49th Street South from 305' north of 36th Avenue South to Merrifield Drive South.
On Chinook Drive South.
On 50th Street South from 36th Avenue South to 38th Avenue South.
On 36th Avenue South from 47th Street South to 54th Street South.
On 37th Avenue South from 180' east of Merrifield Drive South to 50th Street South.
On Big Goose Lane South.

LOCATION (Section 5):

On Bluebell Loop South.
On Foxtail Lane South.
On Wildflower Drive South.
On Tallgrass Cove South.
On Cattail Cove South.
On Prairie Pond Xing South.
On 59th Street South from Bluebell Loop South to Wildflower Drive South.
On 48th Avenue South from Veterans Boulevard South to Rocking Horse Circle South.
On Rocking Horse Circle South.

On Rocking Horse Road South.

On 63rd Street South from Wildflower Drive South to 49th Avenue South.

On 49th Avenue South from Rocking Horse Circle South to 63rd Street South.

On Marigold Loop South.

On 61st Street South from Rocking Horse Circle South to 51st Avenue South.

On 51st Avenue South from 61st Street South to 63rd Street South.

On 63rd Street South from 51st Avenue South to 52nd Avenue South.

COMPRISING:

COMPRISING (Section 1):

The area bounded by 32nd Street North on the west; 40th Avenue Northwest on the south; 25th Street North on the east; City of Fargo limits on the north.

COMPRISING (Section 2):

The area bounded by 42nd Street South on the west; 36th Avenue South on the south; 39th Street South on the east; 34th Avenue South on the north.

COMPRISING (Section 3):

The area bounded by 36th Street South on the west; 46th Avenue South on the north; Drain #53 on the east; Timber Parkway South on the south.

COMPRISING (Section 4):

The area bounded by 54th Street South on the west; Spencer Lane South on the north; 47th Street South on the east; 38th Avenue South on the south.

COMPRISING (Section 5):

The area bounded by the City of Fargo limits on the west; Wildflower Drive South on the north; Veterans Boulevard on the east; 52nd Avenue South on the south.

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



Memorandum

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

Dear Commissioners:

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

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

Facilities Management is requesting the City Commission's approval to award to Gast Construction and Peterson Mechanical. The contracts are included in your packet.

Recommended Action:

Move to approve the bid award to Gast Construction and Peterson Mechanical for HVAC System Replacement at Fargo Police Headquarters.



300 23rd Ave E, Suite 100
 West Fargo, ND 58078
 701 232 5353
KLJENG.COM

January 28, 2026

Adam Nordby
 Project Manager – Facilities Management
 225 4th Street N
 Fargo, ND 58102

Re: Recommendation of Award for Fargo PD HVAC

Bids on the referenced project were opened on January 28, 2026. A total of six bids were received. One bid was rejected as the contractor's license was not dated at least ten days prior to the date of the bid opening (North Dakota Century Code (ND CC) 43-07-07). As such, five bids were open and read aloud. Two bids were received for a single prime bid (Division 1), two were received for multiple prime (Division 2) – general construction, and three for multiple prime (Division 2) – mechanical construction. The bids were reviewed for mathematical errors, and none were found. All bids opened and read aloud appear to be responsive.

The sum of the apparent lowest, responsible bidders included in Division 2 were compared to the apparent lowest, responsible bidder for Division 1. The sum of the Division 2 bidders provides the lowest total project price. A complete bid tabulation is attached for reference.

The apparent low bidders submitting a bid are listed below for the three separate prime contracts.

Division 2 – Multiple Prime Bidder	Contract	Base Bid
Gast Construction	General	\$180,100
Peterson Mechanical, Inc	Mechanical	\$1,137,300
Total Base Bid		\$1,317,400
Engineer's Opinion of Cost		\$2,643,840

As bid, the total base bid construction costs are approximately 50% lower than the engineer's opinion of cost.

It is our recommendation to move forward with the award of the contract to the apparent low bidders for Division 2, if the owner determines they are responsible. The apparent low bidders are Gast Construction (General Construction) and Peterson Mechanical, Inc (Mechanical Construction).

There were two alternates included with the project. Alternate No. 1 included full replacement of the automated controls for the building. Alternate No.2 included replacement of the VAVs associated with existing RTU 4. The bid provided by the apparent low bid base bidders, Gast Construction and Peterson Mechanical, Inc, are as follows:



300 23rd Ave E, Suite 100
 West Fargo, ND 58078
 701 232 5353
KLJENG.COM

Bidder	Alternate No. 1	Alternate No. 2
Gast Construction	\$0	\$18,000
Peterson Mechanical, Inc	\$348,000	\$204,200
Alternate Total	\$348,000	\$222,200
Engineer's Opinion of Cost	\$154,500	\$351,745

It is our understanding that the total budget for this project is \$3,000,000.00. This includes engineering and construction. With the base bid and the alternates, the estimated total project cost equates to \$1,861,335. Therefore, you would have enough funds available to support the award of both alternates listed above if you choose. However, it is our understanding the City's preference is to move forward with the award of the project with the Base Bid and Alternate No. 1. Alternate No. 2 is not moving forward with the award.

Based upon tabulation of the apparent low bid, the following is a revised estimate of total project cost:

Base Bid + Alternate No. 1	\$1,665,400
A /E Fees	\$195,935
Total Estimated Project Cost as Bid	\$1,861,335

If you elect to move forward with awarding the multiple prime contracts as outlined above, you will find two (2) sets of the *Notice of Award* for your approval and signature. Please date (top of the document), sign and return two (2) signed copies to our office. We will send them to the successful bidders for their signature and then return a copy to you for your records.

If you have any questions, please contact our office.

Sincerely,

KLJ Engineering, LLC

A handwritten signature in cursive script that reads "Cassie McNames".

Cassie McNames, PE
 Senior Project Manager

Project No.: 2504-00439

Copy To: Bekki Majerus
 Enclosure(s): (1) Bid tabulation (2) Notice to Award

NOTICE OF AWARD

Date of Issuance:

Owner:	City of Fargo, ND	Owner's Project No.:	RFP25199
Engineer:	KLJ Engineering LLC	Engineer's Project No.:	2504-00439
Project:	Fargo PD HVAC		
Contract Name:	Mechanical Construction		
Bidder:	Peterson Mechanical, Inc.		
Bidder's Address:	3001 1 st Ave. N, Fargo, ND 58102		

You are notified that Owner has accepted your Bid dated **January 28, 2026** for the above Contract, and that you are the Successful Bidder and are awarded a Contract for:

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

The Contract Price of the awarded Contract is \$1,485,300.00 (base bid including alternate number 1). Contract Price is subject to adjustment based on the provisions of the Contract, including but not limited to those governing changes and Unit Price Work, as applicable.

[3] unexecuted counterparts of the Agreement accompany this Notice of Award, and one copy of the Contract Documents accompanies this Notice of Award, or has been transmitted or made available to Bidder electronically.

Drawings will be delivered separately from the other Contract Documents.

You must comply with the following conditions precedent within 10 days of the date of receipt of this Notice of Award:

1. Deliver to Owner **[3]** counterparts of the Agreement, signed by Bidder (as Contractor).
2. Deliver with the signed Agreement(s) the Contract security (such as required performance and payment bonds) and insurance documentation, as specified in the Instructions to Bidders and in the General Conditions, Articles 2 and 6.
3. Other conditions precedent (if any): Submit Certificate of Insurance and Certificate of Workers' Compensation Insurance

Failure to comply with these conditions within the time specified will entitle Owner to consider you in default, annul this Notice of Award, and declare your Bid security forfeited.

Within 10 days after you comply with the above conditions, Owner will return to you one fully signed counterpart of the Agreement, together with any additional copies of the Contract Documents as indicated in Paragraph 2.02 of the General Conditions.

Owner: City of Fargo

Engineer: KJ Engineering, LLC

By: _____

By: Cassie McNames

Name: Timothy J. Mahoney

Name: Cassie McNames

Title: Mayor

Title: Senior Project Manager

Attest

By: _____

Name: Angie Bear

Title: City Auditor

NOTICE OF AWARD

Date of Issuance:

Owner:	City of Fargo, ND	Owner's Project No.:	RFP25199
Engineer:	KLJ Engineering LLC	Engineer's Project No.:	2504-00439
Project:	Fargo PD HVAC		
Contract Name:	General Construction		
Bidder:	Gast Construction Co, Inc.		
Bidder's Address:	1722 17 th Ave N, Wahpeton, ND 58075		

You are notified that Owner has accepted your Bid dated **January 28, 2026** for the above Contract, and that you are the Successful Bidder and are awarded a Contract for:

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

The Contract Price of the awarded Contract is \$180,100.00 (base bid). Contract Price is subject to adjustment based on the provisions of the Contract, including but not limited to those governing changes and Unit Price Work, as applicable.

[3] unexecuted counterparts of the Agreement accompany this Notice of Award, and one copy of the Contract Documents accompanies this Notice of Award, or has been transmitted or made available to Bidder electronically.

Drawings will be delivered separately from the other Contract Documents.

You must comply with the following conditions precedent within 10 days of the date of receipt of this Notice of Award:

1. Deliver to Owner **[3]** counterparts of the Agreement, signed by Bidder (as Contractor).
2. Deliver with the signed Agreement(s) the Contract security (such as required performance and payment bonds) and insurance documentation, as specified in the Instructions to Bidders and in the General Conditions, Articles 2 and 6.
3. Other conditions precedent (if any): Submit Certificate of Insurance and Certificate of Workers' Compensation Insurance

Failure to comply with these conditions within the time specified will entitle Owner to consider you in default, annul this Notice of Award, and declare your Bid security forfeited.

Within 10 days after you comply with the above conditions, Owner will return to you one fully signed counterpart of the Agreement, together with any additional copies of the Contract Documents as indicated in Paragraph 2.02 of the General Conditions.

Owner: City of Fargo

Engineer: KLJ Engineering, LLC

By: _____

By: Cassie McNames

Name: Timothy J. Mahoney

Name: Cassie McNames

Title: Mayor

Title: Senior Project Manager

Attest

By: _____

Name: Angie Bear

Title: City Auditor



21

January 27, 2026

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

Commissioners:

The Fargo Dome Authority requests your approval of the attached Third Amendment to Agreement with Ovations Food Services, LP, d/b/a OVG Hospitality (f/k/a Spectra Food Services & Hospitality) for certain food and beverage services at FARGODOME. The Agreement Extension extends the term of the existing Agreement for three (3) years, from January 1, 2026 through December 31, 2028.

The terms of the proposed Agreement Extension are financially advantageous to FARGODOME. This Agreement extension will allow FARGODOME to continue to leverage the operating efficiencies of Spectra Food Services & Hospitality.

At their meeting held on November 25, 2025, the Fargo Dome Authority approved the attached Third Amendment to Agreement.

Requested Motion:

To approve the Third Amendment to Agreement between Ovations Food Services, L.P. d/b/a OVG Hospitality (f/k/a Spectra Food Services & Hospitality) and the Fargo Dome Authority, a duly constituted authority of the City of Fargo.

Thank you for your consideration of this matter.

Respectfully Submitted,

Rob Sobolik
General Manager, FARGODOME

Attachment

Third Amendment to Agreement

This Third Amendment to Agreement (the “**Third Amendment**”) is entered into as of December 12, 2025 (the “**Third Amendment Effective Date**”) and is between Ovations Food Services, L.P. d/b/a OVG Hospitality (f/k/a Spectra Food Services & Hospitality (“**OVG**”) and FargoDome Authority, a duly constituted authority of the City of Fargo, North Dakota (“**Authority**”).

Background

OVG and Authority are parties to that certain “Agreement” effective as of January 1, 2016 that was amended by (i) the “First Amendment to Agreement,” dated September 25, 2018, (ii) the “Second Amendment to Agreement,” dated December 15, 2020, and (iii) the “Acknowledgement of Agreement Extension,” dated October 20, 2023 (collectively, the “**Agreement**”). The parties now desire to extend the term of such Agreement and amend its terms.

Accordingly, the parties agree as follows:

1. Capitalized terms used but not defined in this Third Amendment shall have the meanings assigned to such terms in the Agreement. Notwithstanding the foregoing, all references to Spectra in the Agreement shall be deemed changed to OVG.
2. The term of the Agreement is hereby extended for an additional three years, expiring on December 31, 2028. The Authority shall have the opportunity to extend the term for an additional two years by providing written notice thereof to Spectra by no later October 1, 2028.
3. Beginning as of January 1, 2026, the parties have agreed there shall be no Base Fee paid to OVG for the remainder of the Term. The Incentive Fee structure shall remain unchanged and shall be due and payable on a monthly basis as set forth in the Agreement. Accordingly, all references to the “Base Fee” shall be removed from the Agreement.
4. The parties agree that any performance-based bonus OVG proposes to pay to the on-site Services Manager shall be subject to the Authority’s prior approval. Additionally, any costs related to off-site training or corporate conference attendance for the Services Manager shall be borne by OVG and shall not be treated as a Direct Operating Cost, unless otherwise approved by the Authority.
5. Section 8.7 shall be updated to reflect a new notice address for OVG as follows:

OVG Hospitality
5050 S. Syracuse Street, Suite 800
Denver, CO 80237
Attn: President, OVG Hospitality

With an additional copy to:

Oak View Group
5050 S. Syracuse Street, Suite 800
Denver, CO 80237
Attn: OVG360 Legal Department
OVG360Legal@oakviewgroup.com

- 6. All references to the Agreement therein, or in any other document referencing the Agreement, shall be deemed to refer to the Agreement as amended by this Third Amendment. Except for the modifications set forth in this Third Amendment, all of the provisions of the Agreement shall remain unmodified and in full force and effect.
- 7. This Third Amendment shall be construed, interpreted and governed by the laws of the State of North Dakota.

IN WITNESS WHEREOF, the parties hereto have duly executed this Third Amendment as of the Third Amendment Effective Date.

FARGODOME AUTHORITY

**OVATIONS FOOD SERVICES, L.P. d/b/a OVG
Hospitality**

**By: Ovations Food Services, L.L.C., its
general partner**

By: 
Name: David Suppes
Title: President

By: 
Name: Brian Rothenberg (Dec 17, 2025 16:35:38 EST)
Name: Brian Rothenberg
Title: President

APPROVED BY:

**CITY OF FARGO,
a North Dakota municipal corporation**

By: _____
Name:
Title:

ATTEST:

By: _____
Name:



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

TO: Board of Commissioners

FROM: Susan Thompson, Director of Finance

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

DATE: 1/26/2026

Receive & File: Sales Tax Collections

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

Award & Budget Adjustments
HR -EHS Insight

City of Fargo

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

Data as of 1/23/2026

Payment Date	Collection Month	County Amount	2% Sales Tax		PSST Amount	Infra & FC Amount	Infra & FC Collections Total Amount	City Total Amount	City Growth %
			County Collections	County Growth %					
			21,082,432.88	-0.07%			61,757,505.64	67,604,122.46	-2.28%
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			\$ 162,678,584				\$ 489,352,333		

Report of Action:

FAHR Meeting of January 26, 2026



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

Department: Human Resources

Description: See memo. HR requests an additional module for a new software approved last fall. The module will make claims tracking more efficient for various departments who also use the software. FAHR endorsed the purchase for 2026 but encouraged a multi-department RFP collaboration for the overall training/tracking software solution to capture potential efficiencies and cost savings prior to 2027

Net Financial Impact: \$9,132.49 (absorbed within Training Budget)

At their meeting, FAHR endorsed this request.

Suggested Motion:

Approve purchase of the EHS insight claims module for 2026 at a cost of \$9,132.49 to be borne by the training budget.



HUMAN RESOURCES

HUMAN RESOURCES DEPARTMENT
FARGO CITY HALL
225 4th Street
North Fargo, ND 58102
Phone: 701.241.1321 | Fax: 701.476.6707
FargoND.gov

Hello,

Beginning January 1st, 2026, the COF began using EHS Insight as an incident reporting platform. This replaced Vector EHS. The feedback has been very good with the new reporting platform and has made it easier to capture incident trends. The one area that was overlooked during the initial trial period and purchasing was the claims side of the incident.

EHS Insight has a claims module that I would like to purchase. This module would benefit the safety department when it comes to tracking WSI claims and Return to Work documentation. It will also greatly help Public Works with tracking the property damage claims.

The cost of the module will be prorated for the rest of the year at a cost of \$9132.49. The current subscription to EHS Insight is \$28,159.00. The subscription cost of the claim's module is \$10,320.00. The total recurring subscription cost would then be \$38,479.00 per year. \$25,596.00 was in the budget for Vector. At the time of the transition, it was agreed that IS would pay the portion already in the budget and \$2563.00 would be paid through the safety budget. In 2026, an additional \$9,132.49 would be paid through the safety budget. We would address the difference in the 2027 HR Budget request.

Currently in EHS Insight, once an incident is submitted and approved, the incident is closed. This works well for incidents that do not involve Workers Comp or property damage. These types of incidents have paperwork and documentation that may need to be entered into EHS Insight for an extended period of time. Adding the claims module to EHS Insight allows that documentation to be entered and does not require the need to reopen the incident every time.

I am asking that the purchase of the claim module be approved by FAHR. If there are any questions or if there is any need for clarification, please contact me.

Ryan

Ryan Slapnicka

Safety and Wellness Manager

THE CITY OF FARGO | HUMAN RESOURCES

Office: 701.241-1509 **Cell:** 701.730-8878 **Fax:** 701.476.6707

rslapnicka@fargond.gov

At The City of Fargo, We Work for You.



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Memorandum

DATE: February 2, 2026
TO: Mayor and Board of City Commissioners
FROM: Shawn Ouradnik, Inspections Director
SUBJECT: Dangerous Building extension request at 1544 3 AVE S, Fargo, ND

Background:

The structure at 1544 3 AVE S, Fargo, ND was declared "Dangerous Building" during the regular meeting of the City Commission on November 24, 2025. At that time Mr. Wahl appeared at the meeting and testified that he would pull a permit and work on the structure so the Dangerous Building designation could be removed from the structure. He needed to complete the structural and exterior of the structure so the interior could be completed on a separate permit at a separate time. He did obtain a permit with the appropriate engineering on January 2, 2026. The deadline set at the meeting was January 26, 2026.

Mr. Wahl submitted an extension request to the Inspections office on January 22, 2026 requesting an additional sixty (60) days to complete the structural repairs and the exterior. A member of the inspections team conducted an inspection on January 26, 2026 to verify that a substantial amount of work has been completed. From the observations from that inspection the Inspections Department is in support of a 60 day extension to complete the structural and exterior portions of the building.

RECOMMENDED MOTION: To direct the City Attorney's Office to amend the Findings of Fact, and Conclusions and Order to allow Daniel Wahl, FSB a 60-day extension of time to March 27, 2026, to complete the structural and exterior portions of the building at 1544 3 Ave S, Fargo, ND.

Dear Members of the City Council,

I am writing in regard to the property located at 1544 3rd Avenue South, Fargo, ND 58103, to respectfully request an extension of time to complete the required repairs and reconstruction.

I would would like more time on this project as I was informed that I first needed to obtain a blueprint of the structure along with detailed plans for the proposed repairs. I contracted Simonson's Lumber Company to measure the property and prepare the necessary blueprints and plans. These documents were submitted to the Inspector's Office, where I was advised the review would take approximately two to three business days. However, after not receiving a response, I followed up the following Friday and was informed the plans had not yet been reviewed. As a result, approximately two weeks were lost during this process.

I was then advised that a structural engineering assessment was required to verify the safety and integrity of the structure and to confirm that the proposed repairs were appropriate. I retained a licensed structural engineer over the Christmas period to complete this evaluation. Once the report was submitted to the Inspector's Office, a permit was issued allowing work on the project to proceed.

Since receiving the permit, progress has continued despite extreme winter conditions, including freezing temperatures and blizzard events, which have significantly limited construction timelines. Despite these challenges, work has been ongoing during the coldest days and evenings whenever conditions allowed.

It is important to note that this project is being completed entirely out of pocket, as the property was uninsured at the time of the fire. All building materials have been purchased and paid for, roof trusses are prepared for pickup, and we are currently on our fifth large dumpster of debris. Substantial progress has been made, and there has been significant effort toward restoring the home safely and properly.

Given the delays caused by permit requirements, necessary inspections, and severe weather conditions, the original 60-day deadline has proven insufficient. I respectfully request an additional 60 days to complete the exterior shell of the home, as discussed with Sean, who recommended submitting this formal request. Once the shell is completed, I will promptly obtain the necessary permits for the interior work.

The structural engineer has confirmed that the property does not pose a safety hazard, and I have made every effort to comply with all city requirements in good faith. I respectfully ask the City Council to consider these circumstances and grant the requested extension so this project can be completed safely and correctly.

Thank you for your time, understanding, and consideration.

Sincerely,

Daniel Wahl



1-22-26



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Information Services Department
225 4th Street North
Fargo, ND 58102
Phone 701.476.6700 | Fax: 701.241.8253
www.FargoND.gov

MEMORANDUM

To: Board of City Commissioners

From: Ron Gronneberg, Chief Information Officer

Date: February 2nd, 2026

RE: Contract Award for High Resolution Aerial Photography, Digital Orthophoto, LiDAR, Planimetric Updates and Impervious Surfaces (RFP26019)

Information Services is seeking a Contract Award pertaining to RFP26019. On January 5th, 2026, the Board of City Commission awarded the bid to Fugro USA, Inc., on the consent agenda, item 5.

Attached is a contract between Fugro USA, Inc., and the City of Fargo for services.

Recommended Motion: Approve the contract with Fugro USA Land, Inc., for high resolution aerial photography, digital orthophotography and LiDAR (RFP26019).

PROFESSIONAL SERVICES AGREEMENT
DATA COLLECTION / DATA PROCESSING

This Professional Services Agreement (this “Agreement”) effective as of February 2nd, 2026 (the “Effective Date”) is made and entered into by and between the City of Fargo, North Dakota, a North Dakota municipal corporation (“CITY”) and Fugro USA Land, Inc., a corporation organized and existing under the laws of the State of Texas, United States of America (“CONSULTANT”) (individually, a “Party”, and collectively, the “Parties”).

WHEREAS, CITY desires to engage CONSULTANT to provide services, and CONSULTANT desires to provide such services to CITY in accordance with the terms and conditions contained in this Agreement for the project commonly known as High Resolution Aerial Photography, Digital Orthophoto, LiDAR, Planimetric Updates, and Impervious Surfaces (the “Project”).

NOW, THEREFORE, in consideration of the mutual promises, covenants and agreements hereinafter set forth and for other good and valuable consideration, the receipt of which is hereby acknowledged, and intending to be legally bound, the Parties agree as follows:

1. Scope of Services.

CITY engages CONSULTANT to furnish services (the “Services”) as described in Attachment “A” (“Description of Services”), attached hereto and incorporated herein for all purposes, including the specific tasks and functions to be performed and reports, designs, drawings, specifications, documents, or other deliverables (“Deliverables”) to be provided by CONSULTANT.

Any work or services provided by CONSULTANT to CITY shall be deemed governed by the provisions of this Agreement even if provided by CONSULTANT prior to the Effective Date.

No inconsistent statements or provisions contained in any or other document, including without limitation preprinted terms or conditions on any form produced by either Party or on any website or other digital or electronic portal purported to be agreed to by any “clickwrap” or “clickthrough” terms or otherwise, shall supersede or otherwise modify this Agreement, unless specifically agreed to in writing by duly authorized representatives of both Parties.

2. Delivery Schedule

CONSULTANT shall use commercially reasonable efforts to meet the following target delivery dates:

- Aerial Orthophotography: All processed aerial imagery and associated deliverables shall be delivered to CITY no later than September 30, 2026.
- Lidar Data and Elevation Products: All lidar data, classified LAS files, DEM, and contour mapping shall be delivered to CITY no later than November 30, 2026.
- Planimetric and Impervious Surface Updates: All planimetric feature updates and impervious surface datasets shall be delivered to CITY no later than December 31, 2026.
 - a. These dates are intended as targets for planning purposes. Delays caused by weather, Force Majeure or other conditions beyond CONSULTANT’s control shall extend these dates accordingly.

3. Change Orders.

At any time after execution of this Agreement, CITY may revise instructions, specifications and plans and/or add to, delete, or revise the Services or any portion thereof, which CITY

shall authorize in writing by change orders (each, a "Change Order") and for which CONSULTANT shall be entitled to receive commensurate equitably adjusted compensation and/or extension of time for performance.

CONSULTANT may discover conditions or circumstances that it had not contemplated at the commencement of this Agreement of which CONSULTANT will promptly notify CITY in writing. In such event, to the extent applicable, the amended compensation for the changed Services shall be based on the rates and prices in Attachment "A", otherwise CITY and CONSULTANT shall renegotiate in good faith commensurate equitably adjusted compensation, and CITY and CONSULTANT shall renegotiate in good faith extension of time for performance of the Services, all of which will be documented in a Change Order.

A Change Order is to be in writing and will be in form substantially similar to Attachment "B" hereto and setting forth: (i) an addition to, omission from, or change in the character, timing, or sequencing of, the Services; (ii) the price increase or decrease for the Services resulting from such addition, omission, or change; and (iii) the extent of the adjustment in the time required to perform the Services.

4. Compensation.

For the performance of the Services in accordance with this Agreement, CITY agrees to pay CONSULTANT the price or fees specified in Attachment "A" or, if none included, at CONSULTANT's then standard rates or fees.

All of CONSULTANT's prices, rates, or fees shall be exclusive of any sales, use, or gross receipt taxes, and/or value added taxes (VAT) or any similar taxes or any withholding levied by any governmental authority and shall be exclusive of any export or import taxes, fees, assessments or related costs or expenses, all of which shall be invoiced by CONSULTANT and shall be reimbursed by CITY to CONSULTANT.

5. Invoicing and Payment.

CONSULTANT shall invoice CITY monthly for the Services performed plus costs incurred or committed that have not been previously invoiced. CITY shall pay CONSULTANT for the undisputed portion of each invoice without set-off or abatement within sixty (60) days of receipt by CITY of the invoice. Within thirty (30) days of receipt of CONSULTANT's invoice, CITY shall provide to CONSULTANT notice of any disputed items, which will be described in reasonable detail, otherwise such invoice will be deemed undisputed.

Notwithstanding any other provision in this Agreement to the contrary, in the event CITY has not made payment to CONSULTANT in accordance with the terms of this Agreement, CONSULTANT shall have the right upon thirty (30) days written notice to stop work without being in default of this Agreement and, at CONSULTANT's sole discretion, CONSULTANT may suspend performing any of its Services until such defaulted payments have been received by CONSULTANT and/or, at CONSULTANT's sole discretion, CONSULTANT may immediately terminate this Agreement without any penalty whatsoever and with notice to CITY delivered solely by email or facsimile.

6. Termination.

This Agreement may be terminated by either Party if: (a) upon receipt of written Notice of breach of any material provision of this Agreement or substantial failure of performance by the other Party such breach or failure is not cured within fifteen (15) days of receipt of such written notice, or if cure is not possible within such time period, the other Party fails to begin substantial cure thereof; or (b) CITY suspends work or the Services for more than three (3) months. In the event of termination for any reason, CITY shall pay CONSULTANT for Services

performed up to the later of the effective date of termination or the date such Notice is received by CONSULTANT, all CONSULTANT's costs, expenses, and/or non-cancellable commitments incurred not previously paid, plus CONSULTANT's costs incurred as a result of such termination, including without limitation cost of completing analyses, records, and reports necessary to document job status at the time of termination as well as costs of demobilization, if any.

7. Records.

CONSULTANT shall maintain for at least three (3) years after completion of the Services a complete and correct set of records pertaining to the Services and this Agreement, including the performance hereunder by CONSULTANT.

8. Independent Contractor.

In performing all Services under this Agreement, the CONSULTANT shall be and remain an independent contractor in fact and in law. CITY shall have no control, or right of control over the manner or means of CONSULTANT performing its Services. CONSULTANT shall be solely responsible for the compensation, benefits, contributions and taxes, if any, of its employees.

9. Responsibilities and Safety.

(a) Relevant Information. CITY shall supply CONSULTANT with all information and documents in CITY's possession or knowledge which are relevant to CONSULTANT's Services, including without limitation any data or other information that CONSULTANT is to use, rely on, or process as part of CONSULTANT's Services, and CITY acknowledges and agrees that CONSULTANT is entitled to rely upon such information without verifying its accuracy. Consistent with the foregoing, CONSULTANT shall not be responsible for any liabilities whatsoever arising from any use by CONSULTANT of CITY or third-party information and data related to underwater or underground hazards, and any loss or damage associated with CONSULTANT's reliance upon such information and data is the sole responsibility of CITY and CITY fully indemnifies, defends and holds CONSULTANT harmless therefrom.

(b) Site Safety. CONSULTANT is not responsible for the job site safety of others, nor does CONSULTANT have stop-work authority over work by others. However, CONSULTANT will conduct its work in a safe, workman-like manner, and will observe the Project site safety requirements of CITY that have been provided to CONSULTANT in advance and in writing. CONSULTANT and its personnel shall have the unrestricted right to stop-work in the event of unsafe conditions that could affect any CONSULTANT personnel.

10. Representations; Standard of Care; Remedies.

CONSULTANT shall perform its Services in accordance with this Agreement and consistent with the care and skill ordinarily exercised by members of the profession currently practicing under similar conditions at the same time and in the same locale.

CONSULTANT will correct any defective or deficient Services provided under this Agreement after receipt of written notice thereof within six (6) months of completion of the affected Services; provided, however, CONSULTANT's liability to re-acquire data or samples shall cease immediately upon CONSULTANT's demobilization from any Project site at or over water or that is outside the boundaries of the contiguous forty-eight United States and CONSULTANT's liability to rectify deficiencies shall be limited to the re-analysis of data and reissuing of reports.

CITY acknowledges that conditions may vary from those encountered at the location where borings, surveys, or explorations are made and that CONSULTANT's data, interpretations, and recommendations are based solely on the information available to CONSULTANT, and CONSULTANT is not responsible and shall have no liability for the interpretation by others of the information developed.

EXCEPT AS SET FORTH IN THIS ARTICLE 9, ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE WARRANTIES OF MERCHANTABILITY OR FITNESS OF PURPOSE OR CONDITION ARE HEREBY EXCLUDED AND CITY WAIVES ALL REMEDIES OTHER THAN THOSE SET FORTH IN THIS ARTICLE 9, WHETHER IN CONTRACT, TORT, BREACH OF WARRANTY, STRICT LIABILITY, OR OTHERWISE.

Except with the express written consent of CONSULTANT, the Deliverables shall not be used or reused by CITY for any purposes other than for the Project. CITY agrees to waive any and all claims against CONSULTANT and to defend, indemnify and hold CONSULTANT harmless from and against any and all claims, losses, liabilities and damages arising out of or resulting from the unauthorized use or reuse of CONSULTANT's Deliverables, or alteration of CONSULTANT's Deliverables without CONSULTANT's authorization or involvement.

11. Intellectual Property and Data Ownership.

- (a) Intellectual Property. "Intellectual Property" means: patents; copyrights; trademarks; trade names; trade secrets; inventions (whether or not patentable); works of authorship; techniques; know-how; ideas; concepts; source code; object code; executable code, files, or programs; software; algorithms; and all other forms of intellectual property rights of whatever nature. As between the Parties, each shall retain all right, title and interest in and to their respective pre-existing Intellectual Property and Intellectual Property acquired or developed either outside or under this Agreement, regardless of whether such proprietary Intellectual Property is included in any Data (as defined below), any work product, instrument of service, or Deliverables, and nothing in this Agreement or Change Order shall result in a transfer of ownership of any such property rights and, except as expressly provided in this Article 10, nothing in this Agreement shall grant any license or right to use, whether express or implied to the other Party in such Intellectual Property.
- (b) Use. As between the Parties, with respect to CONSULTANT's intellectual property and third-party intellectual property included in the Services, CONSULTANT hereby grants CITY an irrevocable, perpetual, and royalty-free license to copy and use such CONSULTANT intellectual property and third-party intellectual property solely for the purposes of the Project.
- (c) Definition of Data. As used in this Agreement:
 - (i) "Raw Data" shall mean all the source content, information and data gathered and/or generated by CONSULTANT in providing the Services.
 - (ii) "Processed Data" shall mean all Raw Data plus any other Data products produced and provided by CITY that are processed by CONSULTANT in providing the Services.
 - (iii) "Data" shall mean Raw Data and Processed Data collectively.
- (d) Ownership and Use of Data. As between the Parties:
 - (i) CITY shall receive full ownership of all Processed Data and CONSULTANT grants to CITY an irrevocable, nonexclusive, worldwide, paid-up license to use, execute,

reproduce, display, perform, sublicense, distribute and prepare derivative works based on the Raw Data for the purposes of the Project.

- (ii) CONSULTANT shall retain full ownership of all Raw Data and the right to use, execute, reproduce, display, perform, sublicense, distribute, and create, prepare, or provide derivative works or services therefrom.

12. Warranty

CONSULTANT will perform services for this project in a professional manner, using that degree of care and skill ordinarily exercised by and consistent with the standards of competent consultants practicing in the same profession or a similar locality as this project for services of a similar nature under similar circumstances. CONSULTANT warrants that the delivered products will materially conform to the requirements as defined by the scope and exhibits of this contract. In the event any portion of the products or deliverables fails to comply with this warranty obligation and Fugro is promptly notified in writing prior to two years after completion of such portion of the services, Fugro will promptly correct such portion of the services at no additional cost to CITY.

The warranty provided by CONSULTANT is based on the product materially conforming to mutually agreeable acceptance criteria, established by CONSULTANT and CITY defined by the Scope of Work (SOW). Regarding review and approval of products and deliverables, all reviews/data inspections are to be performed at the map scale specified for the delivered product.

If within two years after completion of the affected portion of the services, CITY believes that a delivered product does not meet the project specifications, and has evaluated the product against the acceptance criteria, then CITY may submit a request for review. A determination should be made of the specific non-compliance by checking the questionable characteristic against the acceptance criteria before submitting a claim against the warranty. Submissions should include complete information, including tile name, location within tile, nature of the problem and the relationship to the acceptance criteria. A screen shot (jpg or bmp) should be provided, if practical. If CONSULTANT agrees, then repair or replacement will occur within thirty (30) days. If CONSULTANT disagrees, the claim will be returned to CITY with a request for mediation. EXCEPT AS OTHERWISE STATED HEREIN, CONSULTANT DISCLAIMS ALL STATUTORY, ORAL, EXPRESSED OR IMPLIED WARRANTIES, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

The warranties above do not apply where the products and deliverables have:

- a) been subjected to abuse, misuse, neglect, negligence, accident, improper testing, improper installation, improper storage, improper handling, abnormal physical stress, abnormal environmental conditions or use contrary to any instructions issued by CITY;
- b) been reconstructed, repaired, or altered by any persons other than CONSULTANT or its authorized representative; or
- c) been used with any third-party hardware or software that has not been previously approved in writing by CONSULTANT.

CONSULTANT will provide to CITY a current Certificate of Professional Liability Insurance (E&O: errors and omissions policy for the professional services covered by this contract) to cover the tasks and deliverables of this contract, with a policy amount of at least two million dollars. CONSULTANT will also provide an Accord type certificate of insurance for commercial general liability, auto liability and workers compensation coverages, the minimum amounts of which will meet CITY's standards and amounts. All referenced policies will remain in full effect for the full duration of the contract period with the E&O policy remaining in continuous effect

for at least one full calendar year after the contract completion date. The E&O accord certificate shall reference the CITY as a certificate holder.

13. Indemnification.

Each Party ("Indemnitor") shall indemnify and hold harmless the other Party ("Indemnitee") from and against any claims, damages, losses, and costs originating from claims brought by third parties for death, bodily injury or damage to property, except for damage to the work of the Project itself, which arise from the Services or this Agreement, including, but not limited to, reasonable attorneys' fees and litigation costs, but only to the proportionate extent such claims, damages, losses or costs are caused by the negligence of the Indemnitor.

14. Consequential Damages.

Notwithstanding any other provision of this Agreement, CONSULTANT and CITY waive and release any claim against the other for loss of revenue, profit or use of capital, loss of services, business interruption and/or delay, loss of product, production delays, losses resulting from failure to meet other contractual commitments or deadlines, downtime of facilities, or for any special, indirect, or consequential damages resulting from or arising out of this Agreement, or as a result of or in connection with the Services, and whether based on negligence (whether sole or concurrent, active or passive), breach of warranty, breach of contract, strict liability or otherwise.

15. Limitation of Liability.

In recognition of the relative risks and benefits of the Services to both CITY and CONSULTANT, the risks have been allocated such that CITY agrees, to the fullest extent permitted by law, to limit the liability to CITY of CONSULTANT and its officers, directors and employees for any and all of CITY's claims, losses, costs, damages of any nature whatsoever or claims expenses from any cause or causes, including attorneys' fees and costs and expert witness fees and costs, so that the total aggregate liability of CONSULTANT to CITY under this Agreement shall not exceed two times the value of the contract. It is intended that this limitation apply to any and all liability or cause of action however alleged or arising, unless otherwise prohibited by law.

16. Insurance.

CITY and CONSULTANT at each at its own expense shall maintain during the term of this Agreement and the performance of the Services insurances sufficient to meet its obligations under this Agreement and under applicable law. CONSULTANT at its own expense shall maintain during the performance of the Services the insurances described below. CONSULTANT shall furnish to CITY insurance certificates evidencing that such required insurance is in effect, which will provide for thirty (30) days advance written notice to CITY of cancellation of any insurance coverage required under this Agreement, ten (10) days notice in event of non-payment of premium. Required limits of insurance policies may be satisfied by a combination of a primary policy and an excess or umbrella policy.

- (i) Worker's Compensation as required by statute and Employer's Liability Insurance with limits of not less than USD \$1,000,000 bodily injury for each accident, USD \$1,000,000 bodily injury by disease for each employee and USD \$1,000,000 bodily injury by disease policy limit and, when applicable, coverage for the Longshoremen's and Harbor Workers' Compensation Act, Outer Continental Shelf Lands Act, Jones Act, and Death on the High Seas Act, in at least the equivalent of USD \$1,000,000, if not included in another insurance policy.

- (ii) Commercial General Liability Insurance on a broad form basis with coverage equal to ISO form CG 00 01, including blanket Contractual Liability endorsement to cover liability assumed under this Agreement, with bodily injury and property damage with a minimum combined single limit of USD \$5,000,000. CITY shall be named as additional insured under the Commercial General Liability Insurance policy to the extent of CONSULTANT's indemnification obligations under this Agreement.
- (iii) Commercial Automobile Liability Insurance, covering owned, non-owned and hired automotive equipment, with a bodily injury and property damage with a minimum combined single limit of USD \$2,000,000 per occurrence with respect to vehicles of CONSULTANT, whether owned, hired, leased, borrowed, or non-owned, assigned to or used in the performance of the Services. CITY shall be named as additional insured under the Commercial Automobile Liability Insurance policy to the extent of CONSULTANT's indemnification obligations under this Agreement.
- (iv) Professional Liability Insurance with a minimum limit of USD \$1,000,000 per claim. Coverage will be maintained for a minimum of three (3) years following completion of the Services.
- (v) Contractor's Pollution Liability Insurance with a minimum limit of USD \$1,000,000 per claim. CITY shall be named as additional insured under Contractor's Pollution Liability Insurance policy to the extent of CONSULTANT's indemnification obligations under this Agreement.
- (vi) If watercraft is to be used in performing the Work, if applicable, adequate Charterer's Liability, and marine Protection and Indemnity insurance providing limits of at least the equivalent of USD \$5,000,000 for each occurrence, with coverage for the Longshoremen's and Harbor Workers' Compensation Act, as amended, and as extended by the Outer Continental Shelf Lands Act Extension, coverage in at least the equivalent of USD \$1,000,000, if not included in another insurance policy.
- (vii) Aviation Liability insurance, if applicable, covering all fixed and rotary wing aircraft owned, chartered, or hired by CONSULTANT and used for or in connection with the performance of the Services, in the amount of \$10,000,000 per occurrence and in the aggregate, including third party liability and passenger liability, except to the extent that a subcontractor of CONSULTANT performing aviation services and providing the aircraft maintains such insurance coverage for all aircraft used for performance of such services covering all third party and passenger liabilities caused by the operation of the aircraft, whether owned or non-owned.

17. Confidential Information.

As used herein, the term "Confidential Information" shall mean any information designated by CITY in writing to CONSULTANT as confidential, including marking same as "Confidential"; provided, however, the foregoing notwithstanding in all circumstances the term "Confidential Information" shall also include all information obtained or created during the performance of laboratory activities, except as required by law. CONSULTANT shall treat any Confidential Information of CITY as proprietary and confidential, and employ at least the same degree of care as CONSULTANT takes to protect and avoid disclosure of CONSULTANT's own proprietary and confidential information, which shall be no less than prudent businessmen would employ under such circumstances.

Confidential Information shall not include information which: (1) is already known by CONSULTANT without an obligation of confidentiality; (2) is publicly known or becomes publicly known through no unauthorized act of CONSULTANT; (3) is rightfully received from a

third party that is under no obligation of confidentiality known to CONSULTANT; (4) is independently developed by CONSULTANT without use of CITY's Confidential Information; or (5) is approved in writing by CITY for disclosure. CONSULTANT shall not be restricted from releasing Confidential Information as may be required by any law, regulation, or court, regulatory, or other administrative proceeding.

Nothing in this Agreement shall be construed to limit or waive the CITY's obligations under North Dakota law, including without limitation the North Dakota open records and open meetings laws, and the CITY may disclose records or information as required by law.

18. Force Majeure.

CONSULTANT shall not be in default in the performance of its obligations under this Agreement to the extent that the performance of any such obligation is hindered or delayed due to causes beyond its reasonable control and which could not be overcome by means normally employed by CONSULTANT, including, without limitation, acts of God, acts of governments, strikes, lockouts or other industrial disturbances, wars, blockades, insurrections, riots, epidemics, landslides, lightning, earthquakes, fires, storms, hurricanes, excessive snow, ice, wind, clouds, or currents, other extreme weather events, floods, washouts, arrests, civil disturbances, terrorist attacks, or explosions ("Force Majeure"). In the event CONSULTANT's performance of the Services is affected by an event of Force Majeure, CONSULTANT reserves the right to take whatever action it deems prudent for the safety of life and property including evacuating its personnel and equipment from the affected area. The time for performance and completion of the Services shall be extended for a period equal to the time necessitated by such event of Force Majeure. CITY shall reimburse CONSULTANT for all reasonable costs incurred by CONSULTANT associated with such delay and Force Majeure, including but not limited to, fees and costs associated with any instruction by CITY to stand by the Project site, demobilization, remobilization, along with increased costs of performance of the Services after the incident has occurred.

19. DGPS Transmission Services and Licenses.

CITY acknowledges that CONSULTANT uses a variety of commercial services that are licensed by the FCC to transmit U.S. Department of Defense's Global Positioning System ("DGPS") corrections and other information. CONSULTANT makes reasonable efforts to ensure that these DGPS services operate uninterrupted and that vendors from whom the CONSULTANT purchases these services maintain their FCC licenses. If such DGPS services are interrupted for any reason or the operating licenses of vendors used by CONSULTANT to provide these DGPS services are suspended, CITY understands and agrees the sole obligation of CONSULTANT will be to restore DGPS service through existing or alternative means with utmost urgency. The sole remedy of CITY under any such circumstances shall be non-payment of fees to CONSULTANT for any Service that has been and is suspended until such time as such DGPS service is restored.

20. Anti-Bribery, Anti-Corruption.

CITY and CONSULTANT each certify that it is in compliance, and shall at all times remain in compliance, with all applicable anti-bribery and anti-corruption laws, including, but not limited to, the U.S. Foreign Corrupt Practices Act of 1977, as amended, the Anti-Bribery Convention of the Organization for Economic Cooperation and Development (OECD), and The United Kingdom Bribery Act ("Anti-Corruption Law", whether one or more).

21. Equal Employment Opportunity.

This Agreement incorporates by reference all applicable United States or Canadian federal laws, regulations and orders, including without limitation those relating to equal opportunity, employment of the handicapped, employment of disabled veterans and veterans of the Vietnam Era as required by EO 11246, as amended, Section 503 of the Rehabilitation Act of 1973, as amended, and 38 USC 2012 of the Veterans Readjustment Act of 1974, as amended; and CONSULTANT agrees, unless exempt, to comply with all such laws and regulations.

22. Notice.

All notices or advices required or permitted to be given by or pursuant to this Agreement ("Notice" or "Notices"), shall be given in writing in the English language. All Notices shall be delivered: (i) personally; (ii) by email; (iii) by U.S. or Canadian certified or registered Mail; or (iv) delivered by a nationally or internationally, as the case may be, recognized courier service. All Notices shall be deemed to have been given: (a) the first business day following the date of delivery if delivered personally or by email; (b) on the fifth business day following the date of mailing if mailed by U.S. or Canadian certified or registered Mail; or (c) on the date of receipt if delivered by a courier service. Emails must be confirmed in writing within five (5) days thereafter through delivery by U.S. or Canadian certified or registered Mail or by a nationally or internationally, as the case may be, recognized courier service.

All Notices and all other communications related to this Agreement shall be given as follows:

If to CITY: City of Fargo
Information Services Dept.
225 4th ST N
Fargo, ND 58102
Attn: Ron Gronneberg
Telephone: 701-241-1312
Email: RGronneberg@FargoND.gov

If to CONSULTANT: Fugro USA Land, Inc.
13501 Katy Freeway, Suite 1050
Houston TX 77079
United States of America
Attn: Heather Geyer
Telephone: +1-301-948-8550
Email: h.geyer@fugro.com
with copy to:
Legal Counsel
Email: fusalegal@fugro.com

Provided, however, whenever any Notice is required to be given by law or this Agreement, a written waiver thereof, signed by the Party entitled to Notice, whether before or after the time stated therein, shall be deemed equivalent to the giving of such Notice.

23. Governing Law and Dispute Resolution.

This Agreement shall be governed, construed, and interpreted in accordance with the laws of the State of North Dakota not including, however, any of its conflict of laws rules that would refer to the laws of another jurisdiction.

In the event a dispute arises hereunder between CITY and CONSULTANT that cannot be promptly and expeditiously resolved by direct good faith negotiations between the Parties or by mediation, the Parties may consider arbitration as a means to resolve any dispute with the costs of arbitration to be shared equally by the parties. Nothing here to precludes a party from commencing an action to be venued in Cass County North Dakota.

24. Assignment.

This Agreement is to be binding on the heirs, successors and assigns of the Parties hereto. Neither Party shall assign, sublet or transfer any rights under or interest in this Agreement without first obtaining the written consent of the other Party.

25. No Third-Party Beneficiaries.

This Agreement is made solely for the benefit of the Parties and their successors and permitted assigns and this Agreement shall not be deemed to inure to the benefit of any third-party.

26. Integration.

This Agreement represents the entire agreement between CONSULTANT and CITY and hereby supersedes all prior agreements or understandings, whether written or oral and may be modified only in writing signed by duly authorized representatives of both Parties.

27. Severability.

If any portion of this Agreement is void, voidable or held to be invalid and unenforceable, such portion will be deemed stricken and this Agreement reformed to as closely approximate the stricken portions as the law allows.

28. Waiver of Breach.

A waiver by either CONSULTANT or CITY of any breach of the terms of this Agreement shall not be binding upon the waiving Party unless such waiver is in writing signed by the waiving Party. In the event of a waiver, such waiver shall not affect the waiving Party's rights with respect to any other or further breach of this Agreement.

29. Continuing Obligations.

The provisions of this Agreement that by their nature continue shall survive any expiration or termination of this Agreement.

30. Language.

The governing language of this Agreement and all documents related hereto shall be the English language.

31. Currency.

The currency of this Agreement shall be United States Dollars.

32. Interpretation.

The headings in this Agreement are for convenience only and do not affect the interpretation of this Agreement. Words in the singular include the plural and, in the plural, include the

singular. The word "or" is not exclusive. The words "including", "includes", "included" and "include", when used, are deemed to be followed by the words "without limitation". Unless expressly defined otherwise, the word "day" or "days" shall mean "calendar days". The Description of Services, Change Orders, exhibits, schedules, or other attachments hereto form an integral part of this Agreement and all are incorporated herein by this reference. Defined terms used in the Description of Services, or any Change Order, exhibit, schedule, or any other attachment hereto or thereto shall, unless otherwise defined in the applicable document, have the meaning ascribed in this Agreement.

33. Authorization; Sanctions and Prohibited Persons.

Each individual signing this Agreement on behalf of a Party hereby represents and warrants that he or she is duly authorized to do so.

Each Party and each signatory to this Agreement hereby represents and warrants that neither it, he, nor she, nor any individuals nor entities holding any legal or beneficial interest whatsoever in such Party, are:

- (a) the target of any sanctions program that is established by any Executive Order of the President of the United States of America, including without limitation Executive Orders 14066, 14068, or any other Executive Order related to sanction measures against Russia, or any other country or region, or published by the Office of Foreign Assets Control, U.S. Department of the Treasury ("OFAC") under any U.S. law or regulation whatsoever;
- (b) named on the "List of Specially Designated Nationals and Blocked Persons" that is published by OFAC;
- (c) named on the Entity List that is published by the Bureau of Industry and Security, U.S. Department of Commerce ("BIS") (the "BIS Entity List");
- (d) acting, directly or indirectly, or arranging or facilitating this agreement or purchase order or any transaction related to this agreement or purchase order for or on behalf of a Specially Designated National ("SDN") and Blocked Person or any person on the BIS Entity List;
- (e) using the services, materials, or products of any company identified by the U.S. Government and/or regulatory authorities as a security threat either directly or via vendors, sub-vendors, or other suppliers, including components, parts, and sub-assemblies. The current list of prohibited vendors includes, without limitation: (a) Da Jiang Innovations (DJI) drone technology; (b) Kaspersky Labs Limited or its affiliates or successors (hardware, software, and services); and (c) Huawei Technologies Co. Ltd.; (d) ZTE Corporation (ZTE USA, Inc.); (e) Hytera Communications Corporation Limited; (f) Hangzhou Hikvision Digital Technology Company Ltd.; and (g) Dahua Technology Company, Ltd., or any subsidiary or affiliate of such entities;

Notwithstanding any other provision in this Agreement, the Service Order or otherwise to the contrary, if the foregoing representations are untrue now or at any time during the term, a material default of this Agreement and the applicable Service Order will be deemed to have occurred, and the non-breaching Party may terminate this Agreement or the applicable Service Order, or both, without any penalty whatsoever and without the necessity of notice. Any Party or any signatory to this Agreement who has so materially defaulted shall indemnify and hold harmless the other Party or any other person who relies or relied on these representations and who suffers any claim, damage, loss, liability, costs or expense as a result of such breach from and against all such damages, loss, liability, costs, or expenses.

34. Construction.

Each Party acknowledges and agrees that it has had the opportunity to consult with an attorney of its choice in connection with this Agreement and, in the event of any ambiguity in any of the terms hereof, such term shall not be construed for or against either Party.

35. Counterparts; Signatures.

This Agreement may be signed in any number of counterparts all of which together will constitute a single instrument. Each Party agrees that it will be bound by its own digital or electronic signature and that it accepts the digital or electronic signature of the other Party.

The authorized representatives of the Parties hereto have executed this Agreement as of the Effective Date.

The City of Fargo, a North Dakota

FUGRO USA LAND, INC.

Municipal Corporation



Signature

Signature

Dr. Timothy Mahoney

Oliver Francis

Name

Name

Mayor

Regional Business Line Director , Land - North America

Title

Title

01/26/2026

Date

Date

ATTEST:

Signature

Angie Bear

Name

Deputy Auditor on behalf of City Auditor

Title

Date

Professional Services Agreement
City of Fargo, ND & Fugro USA Land, Inc.

Attachment "A"

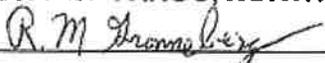
Project No.: 283690

DESCRIPTION OF SERVICES

Fugro USA Land, Inc. ("CONSULTANT") agrees to perform for City of Fargo, North Dakota ("CITY") the Services described below for the Project identified herein. The Services shall be performed in accordance with the provisions of the Professional Services Agreement dated February 2nd, 2026, between CITY and CONSULTANT.

1. Project: High Resolution Aerial Photography, Digital Orthophoto, LiDAR, Planimetric Updates, and Impervious Surfaces
2. Services (reference and attach scope of work, if applicable): See Attachment A below.
3. Compensation for the proper performance of the Services under this Agreement (reference and attach schedule of compensation or fees, if applicable): See Attachment A below.
4. Time of Performance (reference and attach schedule if applicable): TBD
5. Payment Instructions: Per attached.
6. Special Terms and Conditions (reference and attach schedule if applicable): _____

The authorized representatives of CITY and CONSULTANT have executed this Description of Services to the Professional Services Agreement.

CITY OF FARGO, NORTH DAKOTA

 Name: Ron Gronneberg
 Title: Chief Information Officer (CIO)
 Date: 01/22/2026

FUGRO USA LAND, INC.

 Name: Oliver Francis
 Title: Regional Business Line Director
 Date: 01/26/2026

Attachment "A"

SCOPE OF WORK

The Greater Fargo-Moorhead Metropolitan Area is located in the Red River Valley of North Dakota and Minnesota. Situated along the border between the two states, the metropolitan area is divided by the Red River of the North and includes the Cities of Fargo and West Fargo, and portions of Cass County, North Dakota, as well as the Cities of Moorhead and Dilworth, and portions of Clay County, Minnesota.

Every three years, a multi-jurisdictional project is conducted to update the region's color digital aerial orthophotography, 1-foot interval contour mapping derived from LiDAR, planimetric data, and impervious surface mapping. To maintain the accuracy and currency of this geospatial information, the City of Fargo is purchasing professional services to complete the next update cycle, scheduled for the spring of 2026. The project specifications are outlined in this document.

The project will encompass **2,050.93 total square miles**, with the following coverage areas for each deliverable:

Deliverable	Coverage Area (Square Miles)
Six-inch (0.5 foot) resolution orthophotos	2,050.93
LiDAR, 1-Foot Contours, and DEM	489.21
Planimetric:	
• Building Footprints	489.21
• Road Paving Edges	489.21
• Impervious Surfaces	104.58

Aerial imagery and LiDAR data collection flights shall commence as soon as practical following the complete melt of seasonal snow cover and once the Red River of the North is below flood action stage (<17 feet). Historically, these conditions occur in late March. All data acquisition must be completed no later than May 22, 2026.

Aerial Orthophotography

Color aerial imagery will be collected to produce digital ortho-imagery at a scale of **1" = 100'** for the full project area. All imagery will support the creation of **0.5' resolution** color digital orthophotos and be delivered as **TIF files** formatted by section grid tiles provided by the City.

Imagery will be inspected for quality (tilt, overlap, cloud/snow cover, and sun angle) prior to processing. Any unacceptable imagery or camera malfunctions must be re-flown at no additional cost. Sample digital images will be submitted for City review and approval prior to full production.

Ground Control

The consultant will perform all necessary ground control surveys to **meet National Map Accuracy Standards (1"=100' scale)**. Surveys must be supervised by a **Registered Land Surveyor** licensed in North Dakota or Minnesota. A **Ground Control Report** summarizing GPS data collection and results will be required.

Coordinate Systems

Deliverables will use:

- **Coordinate System:** NAD_1983_StatePlane_North_Dakota_South_FIPS_3302_Feet WKID: 102721. The projected vertical control datum will be based on the North American Vertical Datum of 1988 (NAVD 88).
- **Re-projected:** Fargo Ground Coordinate System WKID: 102389 and NAD83 (1996) MN Clay County Coordinate System WKID: 103701

Horizontal and Vertical Accuracy

- **Horizontal:** shall meet Second Order, Class II GPS standards.
- **Vertical:** vertical accuracy shall meet Third Order standards.

Delivery Grid Tile

Imagery will align with the City's **ESRI polygon shapefile of PLSS Sections** and be buffered 100 feet beyond each section boundary. File names and attribution will follow the City's naming convention.

LiDAR and 1-Foot Contours

LiDAR data collection should occur simultaneously or close to the same date with the aerial imagery to ensure terrain consistency. Data must meet or exceed **USGS Quality Level 1 (QL1)** standards and be delivered in **ASPRS LAS 1.4 or 1.5 format**, both raw and classified, using standard classification codes:

- Class 1 – Unclassified
- Class 2 – Ground
- Class 6 – Buildings
- Class 7 – Low noise
- Class 9 – Water
- Class 17 – Bridge Deck
- Class 18 – High Noise
- Class 20 – Ignored ground (Breakline Proximity)
- Class 21 – Snow (if present and identifiable)
- Class 22 – Temporal exclusion (typically non-favored data in intertidal zones, use as necessary)
- Class 65 – Flood Wall

From this data, a **Digital Terrain Model (DTM)** will be produced to generate **1-foot contour** AutoCAD drawings, edge-matched between sections and delivered as both CAD files and a project-wide **Feature Class in a File Geodatabase** for each coordinate system. The consultant will provide examples of different layer naming schema for the attribution of the contour data. Contour attributes will include an elevation field accurate to **0.01 feet**.

Planimetrics

The consultant will generate **building footprints** (≥ 100 sq. ft.) and **pavement edges** visible in the imagery. Building footprints will be categorized as existing, new, changed, and delivered as a project-wide ESRI Feature Class in a File Geodatabase for each coordinate system. Existing

Building Footprints will be provided by the City. Please provide a technical description of the processes used to generate the pavement edge lines.

Impervious Surfaces

Impervious surface mapping will be updated for approximately **104.6 square miles** using the City's surface type schema (see below). The dataset will include sidewalks (≥ 3 feet wide), building footprints (≥ 100 sq. ft.), and paved surfaces. Metadata describing collection and creation methods is required.

Surface Type	Surface Description
1	Existing Paving
2	Existing Gravel
3	Alley with Paving
4	Alley without Paving
5	Median
6	Asphalt Path
7	Concrete Pad
8	Hard Packed Gravel
9	Park
10	Parking Lot
11	Patio
12	Private Street
13	Misc
14	Sidewalk
15	Building
16	Railroad Hard Packed Gravel
17	Driveway
18	Existing Paving Bridge
21	Sidewalk Bridge
22	Pool

Confirmed Services

The following services have been confirmed by the City of Fargo for inclusion in the 2026 project. These services will be performed in accordance with the specifications outlined in Attachment A and the Professional Services Agreement.

Color Digital Orthophotography (6-inch pixel resolution)

- Coverage: 2,050.93 sq. mi.

- Deliverables: TIFF files with world files, MrSID mosaics, ESRI raster datasets, multiple projections

LiDAR / Elevation / Contour Mapping

- Coverage: 489.21 sq. mi.
- USGS QL1-compliant LiDAR (≥ 8 points per square meter), classified LAS files, hydro-flattened DEM, 1-foot contours in AutoCAD and ESRI File Geodatabase formats

Building Footprint Updates

- Coverage: 489.21 sq. mi.
- Update existing footprints and add new features ≥ 100 sq. ft.

Pavement Edge Updates

- Coverage: 489.21 sq. mi.
- Update pavement edge features visible in imagery

Impervious Surface Update (using existing file)

- Coverage: 104.58 sq. mi.
- Update impervious surface polygons following City schema

Payment

Pricing for the services described above is as follows:

Service	Coverage (sq. mi.)	Price
6-inch Color Digital Orthophotography	2,050.93	\$157,235.67
LiDAR / Elevation / Contour Mapping	489.21	\$153,167.08
Building Footprint Updates	489.21	\$13,532.72
Pavement Edge Updates	489.21	\$12,346.79
Impervious Surface Update	104.58	\$12,346.79
Total		\$348,629.05

List of all deliverable file formats by product for each coordinate system

Deliverables	Area (Sq. miles)	File format	Tiling system	Coordinate System(s)
Survey report	N/A	Word	N/A	1, 2, 3
FGDC / Metadata	N/A	.xml	N/A	N/A
LIDAR - Classified LAS files	489.21	.las	Section	1, 2, 3
1 foot contours	489.21	.dwg	Section 100' buffer	1, 2, 3
2D/1' contours (attributed)	489.21	.gdb	Project Wide	1, 2, 3
2D attributed breaklines	489.21	.gdb	Project Wide	1, 2, 3
DEM - 1 m floating point grid	489.21	.flt	Project Wide	1, 2, 3
Color orthoimagery @ 6" resolution	2,050.93	.tif & .tfw	Section 100' buffer	1, 2, 3
2D building footprint polygons	489.21	.gdb	Project Wide	1, 2, 3
Road pavement / edge lines	489.21	.gdb	Project Wide	1, 2, 3
Individual MrSIDs - 6"	2,050.93	.sid	Section 100' buffer	1, 2, 3
Project-wide MrSID	2,050.93	.sid	Project Wide	1, 2, 3
Project-wide imagery mosaic	2,050.93	.ecw	Project Wide	1, 2, 3
Impervious surface polygons	104.58	.gdb	Project Wide	1, 2, 3

Coordinate system footnotes

1 = NAD83 (HARN) State Plane (county) US foot — 1996 adjustment

2 = Fargo Ground Coordinate System

3 = NAD83 MN Clay County — 1996 adjustment

Vertical datum (NAVD 88) and Geoid will be consistent across all 4 requested coordinate systems

Professional Services Agreement
City of Fargo, ND & Fugro USA Land, Inc.

Attachment "B"

CHANGE ORDER – EXAMPLE

Change Order No.: _____
Project No.: _____
Effective Date: _____

**CHANGE ORDER TO
PROFESSIONAL SERVICES AGREEMENT**

In accordance with the Professional Services Agreement dated _____, between _____ ("CITY") and Fugro USA Land, Inc. ("CONSULTANT"), this Change Order modifies the Services for the Project identified herein as follows:

1. Project: _____
2. Change in Services (reference and attach detailed description if appropriate): _____

3. Change in time of performance (reference and attach schedule if appropriate): _____

4. Change in CONSULTANT's compensation: _____

5. Additional changes: _____

6. All other terms and conditions remain unchanged.

The authorized representatives of CITY and CONSULTANT have executed this Change Order as of the Effective Date, above.

CITY OF FARGO, NORTH DAKOTA

FUGRO USA LAND, INC.

Name: _____
Title: _____
Date: _____

Name: _____
Title: _____
Date: _____



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

January 29, 2026

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

RE: Ex26087

Dear Commissioners;

The City of Fargo has used Cityworks software for many years to manage work orders in Public Works. The on-premise version of the software is approaching its End-of-Life date. To continue using the Cityworks software, we need to migrate from the on-premises version to the cloud hosted version.

The costs for this contract are:

Year 1: \$72,162
Year 2: \$81,578
Year 3: \$89,735

This funding is already included in the current Public Works budget.

Suggested Motion:

Approve the contract for a 3-year term that is paid annually.

Thank you,



Ron Gronneberg
CIO



ORDER FORM

Order Date:	Date of the last signature below
Trimble Entity Name ("Trimble") and Address:	Trimble Inc. 10368 Westmoor Drive Westminster, CO 80021 US
Customer Entity Name ("Customer") and Address:	Fargo, ND 402 N 23rd St Fargo, ND 58102
Billing Contact Name and E-Mail Address:	Nick Lindhag nlindhag@cityoffargo.com
Is Customer Tax Exempt? Is Customer a Public Entity?	Yes or No Yes or No
Initial Term:	03/15/2026 - 01/14/2029
Validity:	This Order Form shall expire on 3/14/2026(the "Validity Date"). If this Order Form is not executed by the Customer by the Validity Date, Trimble reserves the right to not offer the pricing found in the Order Form.
Miscellaneous:	<p><i>* If Purchase orders issued by Customer, they are issued for administrative purposes only; terms and conditions contained in any such purchase order shall be null and void.</i></p> <p><u>Background.</u> On October 25, 2019, Azteca Systems, LLC (a wholly owned subsidiary of Trimble, Inc.) and Customer executed an agreement pertaining to Customer's current Cityworks subscription (the "Cityworks Agreement").</p> <p><u>Purpose.</u> The Purpose of this Order Form is to upgrade and migrate the Customer's current Annual Software Subscription: From: Cityworks AMS Custom ELA with Unlimited Logins. To: Trimble Unity Maintain Professional with 109 Users.</p> <p><u>Migration Process.</u> Trimble will provision Customer's Trimble Unity Maintain instance upon the later of a) execution of this Order Form or b) 90 days prior to the Initial Term (the "Provision Date"). Customer and its authorized Service Provider will then complete the software implementation and migration of Customer Data to the Trimble Unity Maintain environment. Upon completion of the implementation and migration, Customer will promptly notify Trimble of the anticipated Trimble Unity Maintain go-live date, which shall be no later than 1 year from the Provision Date. Upon go-live of Customer's Trimble Unity Maintain instance, Customer's Cityworks subscription will automatically terminate, the Cityworks Agreement will automatically terminate, and Customer will cease any and all use of the Cityworks software and delete all copies thereof.</p> <p><u>Support Terms & Service Level Agreement.</u> The Support Terms and service levels applicable to Trimble Unity Maintain are provided in Addendums 4 and 8 below. Any support or service level obligations applicable to Cityworks will continue to be governed by Customer's agreement with Azteca Systems, LLC.</p> <p><u>Customer's Service Provider.</u> Customer has elected a third party, Centricity, to perform the implementation and migration described above. Trimble is not responsible for and disclaims all liability associated with the implementation and migration services performed by any third party.</p>

Annual Software Subscription:

Software-as-a-Services Product Name	Identifier	Quantity	Description	Annual Amount
Trimble Unity Maintain	Professional Package	109 - Authorized Users	See Addendum 1 for Additional Details	\$104,836.20
Discount				(\$30,674.20)
Total Annual Software Subscription – Year 1 (03/15/2026 - 01/14/2027)				\$74,162.00*
Total Annual Software Subscription – Year 2 (01/15/2027 - 1/14/2028)				\$81,578.00
Total Annual Software Subscription – Year 3 (01/15/2028 - 13/14/2029)				\$89,735.00

***Fee for Year 1 is the annual amount. Please consult Section 3 of the Terms and Conditions for the prorated payment, if applicable.**

Addendums:

1. Annual Software Subscription Details
2. Trimble General Transaction Terms (the "General Terms")
3. Supplemental Terms for Software and Subscriptions (the "Software Terms")
4. Supplemental Terms for Support and Maintenance (the "Support Terms")
5. Supplemental Terms for Services (the "Services Terms")
6. Supplemental Terms for Hardware (the "Hardware Terms")
7. Supplemental Terms for U.S. Public Entities
8. Availability Service Level Agreement; Data Security and Restoration

TERMS AND CONDITIONS

1. Terms and Conditions. All offerings are made available by Trimble subject to the terms and conditions set forth in this Order and the above referenced Addendums.

2. RENEWALS. *Following the Initial Term, this Order may be renewed by mutual written agreement of the Parties.*

3. Payment Terms. All fees are due Net 30 from the date of the Trimble invoice.

- **Annual Software Subscription:** Trimble will invoice:
 - o Prorated Year 1 in the amount of \$10,362.53 upon execution of this Order Form. Fee for Year 1 reflects the full year amount of \$74,162.00 pro-rated for a period of 3/15/2026 – 1/14/2027 and taking into account the amount previously invoiced for Cityworks during the Prorated Term, in the amount of \$61,801.47;
 - o Year 2 in the amount of \$81,578.00 upon date 12/15/2026; and
 - o Year 3 in the amount of \$89,735.00 upon 12/15/2027.

4. Annual Price Increase. At each renewal, Trimble has a right to increase the annual fees by the greater of (a) CPI plus two percent (2%) or (b) eight percent (8%). "CPI" shall mean for all Urban Consumers, the U.S. City Average, for all items, 1982-84=100 (the "CPI-U"), as published by the Bureau of Labor Statistics, U.S. Department of Labor, and shall be for the prior twelve months as of the date the calculation is made.

5. Electronic Invoices. Customer hereby consents to the receipt of invoices electronically at the indicated e-mail address(es) and accepts such invoices as if received by mail. Customer's e-mail address may be changed by written notice given by Customer to Trimble at: customer_master@trimble.com. Customer is responsible for maintaining a current e-mail address and shall under no circumstances be excused from payment of applicable charges by its failure to access its designated e-mail address.

6. Due Authority. By signing below, the signatory represents that he/she (i) is an authorized representative of Customer and (ii) has the authority to legally and functionally commit the Customer.

[Signature Page to Follow]

ACCEPTANCE

Accepted and agreed:

CUSTOMER:

Signature: _____

Print Name: _____

Title: _____

Date: _____

TRIMBLE:

Signature: _____
DocuSigned by:
Carlos Abaunza
92969BE0AABA49F...

Print Name: Carlos Abaunza

Title: Sr. Director, Legal

Date: 1/28/2026

Attest:

Signature: _____

Angie Bear
Deputy Auditor on behalf of City Auditor

Date: _____

Addendum #1

Annual Software Subscription Details

Trimble Unity Maintain Professional

Authorized Users delineated on the Order Form get access to Trimble Unity Maintain's:

- Admin
- Respond
- Style
- Storeroom Capability
- Workload Capability
- Equipment Checkout Capability
- OpX Projects Capability
- eURL Capability
- Web Hooks Capability
- Web Services Access¹
- Analytics for Trimble Unity Maintain Capability
- Trimble Unity Field's Maintain Functionality²

¹Use of Trimble Unity Maintain Application Programming Interface (APIs) with commercially available Trimble Unity Maintain-centric applications that are licensed and maintained by authorized Trimble Unity Maintain partners. Please contact Trimble for a list of commercially available partner applications that qualify for use with the Trimble Unity Maintain-centric APIs available in the Professional License Package. If the partner app is not listed, then the Trimble Unity Maintain Advanced API's in the Elite License Package are required for 3rd party integrations.

²Customer understands and agrees that as of the date of execution of this Order Form, Trimble Unity Field is a new offering. While Trimble undertakes efforts to design all new offerings in accordance with industry standard software development and security protocols, and Trimble Unity Field maintains a current ISO 27001 certificate, it has not yet undergone a SOC 2 Type II audit or an accessibility audit. Thus, Trimble Unity Field may not comply with all provisions of the Agreement including without limitation applicable SOC audit or accessibility provisions. Accordingly, notwithstanding anything to the contrary in the Agreement, Trimble's provision of Trimble Unity Field is not subject to any SOC audit, accessibility, or similar compliance provisions during the Initial Term and any renewals.

Addendum #2**Trimble General Transaction Terms**
Version 1.2 (Last updated: May 1, 2024)

Trimble's provision of Offerings is governed exclusively by these Trimble General Transaction Terms (the "General Terms"). The Order, the SOW, these General Terms, any applicable Supplemental Terms, and all other terms referenced or incorporated therein, collectively constitute the "Agreement". Any conflict or inconsistency in the Agreement will be resolved in the following order of precedence: (1) the Order, (2) any applicable Supplemental Terms, (3) these General Terms, (4) the SOW, and (5) the Documentation.

1. **Definitions.** Capitalized terms have the meaning associated with them in this Section 1 (Definitions) or with the definition provided elsewhere in the Agreement.

- 1.1. "Affiliate" means an entity that, directly or indirectly, owns or controls, is owned or controlled by or is under common ownership or control with a party, where "ownership" means the direct or indirect ownership of more than fifty percent (50%) of an entity's outstanding voting rights or other equivalent voting interests.
- 1.2. "Customer" is the entity or person identified in the Order or SOW.
- 1.3. "Dispute(s)" means any dispute, claim, or controversy arising from or related to the Agreement.
- 1.4. "Documentation" means Trimble's then-current usage guidelines, standard technical documentation, acceptable use policies, support policies, service level commitments, or other policies referenced in the Agreement.
- 1.5. "Hardware" means hardware products specified in the Order.
- 1.6. "High Risk Activities" means any mission critical, hazardous, strict liability, or other activity(ies) where use or failure of the Offerings could lead to death, personal injury, or physical or environmental damage. Examples of High Risk Activities include, but are not limited to: aircraft or other modes of human mass transportation, nuclear or chemical facilities, life support systems, implantable medical equipment, motor vehicles, autonomous vehicles, air traffic control, emergency services, or weaponry systems. High Risk Activities do not include utilization of Offerings for administrative purposes, to store configuration data, engineering and/or configuration tools, or other non-control applications, the failure of which would not result in death, personal injury, or physical or environmental damage. These non-controlling applications may communicate with the applications that perform the control, but must not be directly or indirectly responsible for the control function.
- 1.7. "Intellectual Property Rights" means any and all right, title and interest in and to any and all trade secrets, patents, copyrights, service marks, trademarks, know-how, trade names, rights in trade dress and packaging, moral rights, rights of privacy, publicity, database rights and similar rights of any type, including any applications, continuations or other registrations with respect to any of the foregoing, under the laws or regulations of any foreign or domestic governmental, regulatory or judicial authority, and the right to sue for, settle and release past, present and future infringement of any of the foregoing.
- 1.8. "Law(s)" means all applicable local, state/provincial, federal and international laws, rules, regulations, directives, ordinances and conventions, including, but not limited to, those related to data privacy and data transfer, international communications and export of technical or personal data.
- 1.9. "Licensed Software" means the object code form of Trimble's proprietary installed software product for deployment on premises or on a device, as well as any Documentation, maintenance releases, and features and functionality enhancements, and application programming interfaces (APIs), in each case as may be made available pursuant to the Order. For clarity, Licensed Software excludes firmware.
- 1.10. "Offerings" means Trimble's Hardware, Software, Services, Support, and other Trimble goods or services specified on an Order or SOW.
- 1.11. "Order" means the quotation, proposal, sales agreement or similar documents provided by Trimble and accepted by Customer.
- 1.12. "Services" means any services described in the Order or a Statement of Work, including, without limitation, training, enablement, implementation, configuration, hosting, or content provision.
- 1.13. "Software" means the Licensed Software and/or Software-as-a-Service specified on an Order.
- 1.14. "Software-as-a-Service" or "SaaS" means a Trimble proprietary cloud service, as well as any Documentation, features and functionality enhancements, and application programming interfaces, in each case as may be made available pursuant to the Order.
- 1.15. "Statement of Work" or "SOW" means a statement of work or similar agreement governing the provision of Services.
- 1.16. "Supplemental Terms" are any additional Trimble terms and conditions referenced in the Order as "Supplemental Terms."
- 1.17. "Support" means support and/or maintenance for Software, and as may be further described in the applicable Supplemental Terms, Documentation, or otherwise as specified by Trimble in writing.
- 1.18. "Trimble" means Trimble Inc. or its Affiliate identified on the Order or SOW, or if none is specified, as set forth in [Exhibit A](#) (Trimble Entities; Governing Law; Exclusive Venue/Jurisdiction) based on the applicable Customer location.
- 1.19. "Trimble IP" means the Offerings, Documentation, and any written and electronic materials, proprietary information, documentation, code, technology, systems, infrastructure, equipment, and trade secrets developed, provided or used by Trimble or its subcontractors to produce and provide the Offerings together with all Intellectual Property Rights therein, together with all modifications, improvements, changes thereto or derivative works thereof, including without limitation:
 - (a) proprietary electronic architecture and other non-literal elements of the Offerings developed by Trimble,
 - (b) functional and technical specifications and other technical, training, reference or service information, documentation and manuals and updates thereto,
 - (c) APIs, customized applications and computer programs,

- (d) processes, methods, algorithms, ideas, and other “know how,”
- (e) data and information provided or sourced by Trimble,
- (f) Offerings which Customer has the right to use via a subscription, and
- (g) network equipment and architecture.

2. Orders; Validity. An Order is valid for acceptance by Customer within the period indicated in the Order and if no such period is provided, for thirty (30) calendar days from the issue date. The Agreement is formed by Customer’s execution of the Order. Changes to an Order or belated acceptance by Customer are not valid unless Trimble accepts them in writing, and Trimble’s partial or complete delivery against an Order modified by Customer, or acceptance of payment, shall not be deemed to be an acceptance of the modification. Orders that Customer has accepted cannot be canceled for any reason without Trimble’s prior written consent. Notwithstanding anything to the contrary, while Customer may issue a purchase order or similar document for administrative purposes, no provisions of Customer’s purchase orders, invoices, associated purchase documentation, or other business forms will apply to, modify, supersede or otherwise alter the terms of this Agreement or Customer’s payment obligations thereunder, and any such provisions will be of no force or effect.

3. Payment Terms; Invoicing

- 3.1.** Fees are as set forth in the Order or SOW. Fees do not include applicable sales taxes, value added taxes, goods and services taxes, export or import charges, transportation or insurance charges, customs and duty fees, personal property taxes, surcharges and fees, or similar charges, all of which are Customer’s responsibility to pay. Unless Customer provides Trimble with direct payment authority or a valid exemption certificate for the appropriate jurisdiction, Customer will pay Trimble all such taxes, charges, and fees invoiced by Trimble in connection with the Offerings. Customer will pay any foreign exchange transaction fees and any foreign exchange profits or losses incurred on such transactions.
- 3.2.** Trimble will issue invoices in accordance with the billing frequency stated in the Order or SOW. Customer consents to the receipt of invoices electronically at the email address(es) it provided to Trimble for billing purposes, and accepts such invoices as if received by mail. Customer is responsible for maintaining current email address(es) with Trimble. Trimble’s transmission of an invoice to the provided billing email address(es) (regardless of whether actually received by Customer) shall be considered delivery of that invoice by Trimble. Trimble’s failure to issue an invoice in accordance with this Section 3 (Payment Terms; Invoicing) shall not be deemed to be a waiver by Trimble of its right to receive payment pursuant to the Agreement, but Customer shall not be obligated to make such payment until an invoice for such payment is issued by Trimble to Customer.
- 3.3.** Unless otherwise set forth in the Order or SOW, payments are due net 30 days from the date of invoice. Customer will make payment in the currency indicated on the Order or SOW. Trimble is entitled to offset payments against prior debt balances in Customer’s account. Subject to any Laws to the contrary or as otherwise expressly stated in the Agreement, payments are not refundable. No credit, carryover, or refund will be given for any unused Offerings (e.g., services hours, data usage) allocated or available for use during an indicated period of time.
- 3.4.** Delinquent payments not subject to a bona fide dispute will bear interest at the lesser of 1.5% per month or the maximum rate permitted by applicable Law. If Customer does not object in writing to an invoiced amount by the invoice due date, Customer will be deemed to have acknowledged the correctness of that invoice and to have waived its right to dispute that invoice. A dispute as to a portion of any invoice or amount owed will give Customer the right to withhold or delay payment of the disputed portion only. Customer will be liable for all costs of collection of past due amounts (including attorneys’ fees).
- 3.5.** Trimble may suspend Customer’s access to or Trimble’s provision of Offerings, as applicable, on five (5) business days prior notice if Customer fails to timely pay any invoice not subject to a bona fide payment dispute or fails to use diligent good faith efforts to resolve a bona fide payment dispute (unless cured during the notice period).
- 3.6.** For any breach of Customer’s payment obligations under any Order(s), Trimble may, without limiting Trimble’s other rights and remedies, declare Customer’s unbilled future fees under any and all Orders immediately due and payable.
- 3.7.** Trimble has the continuing right to review Customer’s credit and, if reasonably determined necessary by Trimble, change Customer’s payment terms, and may at any time demand advance payment, satisfactory security (such as, but not limited to, a confirmed, irrevocable letter of credit acceptable to Trimble), or a guarantee of prompt payment prior to shipment or service activation.
- 3.8.** Offerings purchased or licensed under Trimble’s United States General Services Administration (“GSA”) Schedules are subject to all of the pricing and other terms and conditions described in the applicable GSA Schedule.

4. Term and Termination

- 4.1. Term.** The term and any renewals thereof applicable for an Offering (collectively, the “Term(s)”) shall be as set forth in the Order, SOW, or Supplemental Terms. Different Offerings may have different Terms.
- 4.2. Termination.** Either party may terminate the Agreement if the other party (a) fails to cure a material breach of the Agreement (including a failure to pay fees), or fails to provide a written plan of cure reasonably acceptable to the non-breaching party, within thirty (30) days after the non-breaching party’s receipt of written notice specifying such breach or failure, (b) becomes designated by an applicable governmental entity as a business with which a party is prohibited from doing business with (e.g., via governmental sanctions program), or (c) seeks protection under insolvency or comparable proceeding, or if such proceedings are instituted against that party and not dismissed within sixty (60) days.
- 4.3. Survival.** These Sections survive expiration or termination of the Agreement: 1 (Definitions), 3 (Payment Terms; Invoicing), 4.3 (Survival), 6 (Warranty Disclaimers), 7 (Limitations of Liability), 8 (Indemnification), 9 (Confidentiality), 11 (Personal Information; Data Protection), 12 (Miscellaneous), any other provisions identified in any applicable Supplemental Terms referencing this provision, and any other term or provision in the Agreement that applies to events occurring following termination or expiration. Except where an exclusive remedy is provided, exercising a remedy under the Agreement, including termination, does not limit other remedies a party may have.

5. Customer Obligations

5.1. High Risk Activities. Customer will not use the Offerings for High Risk Activities. Customer acknowledges that the Offerings are not intended to meet any legal obligations for High Risk Activities. Trimble and its suppliers specifically disclaim any responsibility for, and will not be liable in any manner arising from, any use of the Offerings in connection with High Risk Activities.

5.2. Compliance with Laws. Customer shall comply with all Laws in connection with its use or receipt of the Offerings.

5.3. Dependencies and Compatibilities.

- (a) Offerings may (i) require certain dependencies, including, without limitation, internet connection, electronic communications, hardware, data connections, operating systems, third-party products and services, other Trimble products and services, satellite signals, etc. (collectively, “**Dependencies**”), and (ii) allow compatibility and/or interoperability with other products or services made available by Trimble, Customer, or a third party (collectively, “**Compatibilities**”).
- (b) Dependencies and Compatibilities may require payment of a separate fee and are governed by their respective terms of service, end user license agreement, or other agreement, and not by the Agreement. Unless otherwise expressly agreed upon by the parties in writing, Customer is responsible for all Dependencies and Compatibilities. Trimble may modify the Offerings from time to time, and Trimble does not guarantee that the Offerings will continue to operate or be compatible with any Dependencies or Compatibilities. Trimble makes no warranty or guarantee, and will have no liability or obligations under the Agreement, with respect to any Dependencies, Compatibilities, or other factors outside of Trimble’s control.
- (c) Customer represents and warrants that it shall, and shall use best efforts to require any provider of any Dependencies and Compatibilities to: (i) establish and maintain industry standard technical, organizational, physical, and administrative safeguards designed to ensure the security and integrity of the Offerings; and (ii) comply with the security controls, configuration requirements, and access limitations imposed by Trimble, as may be modified by Trimble from time to time.

6. WARRANTY DISCLAIMERS. THE LIMITED WARRANTY TERMS, IF ANY, EXPRESSLY SET FORTH IN ANY APPLICABLE SUPPLEMENTAL TERMS ARE IN LIEU OF ALL OBLIGATIONS OR LIABILITIES ON TRIMBLE’S PART ARISING OUT OF, OR IN CONNECTION WITH, THE OFFERINGS, AT ANY TIME EITHER DURING OR AFTER EXPIRATION OF THE APPLICABLE WARRANTY, AND STATE TRIMBLE’S ENTIRE LIABILITY AND CUSTOMER’S EXCLUSIVE REMEDIES RELATING TO THEM. EXCEPT FOR ANY LIMITED WARRANTY TERMS EXPRESSLY PROVIDED IN ANY APPLICABLE SUPPLEMENTAL TERMS, THE OFFERINGS ARE PROVIDED “AS-IS” AND WITHOUT EXPRESS OR IMPLIED WARRANTY OR CONDITION OF ANY KIND, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, SATISFACTORY QUALITY, TITLE, AND NONINFRINGEMENT. SUPPLEMENTAL TERMS MAY HAVE ADDITIONAL DISCLAIMERS. SOME JURISDICTIONS DO NOT ALLOW LIMITATIONS ON DURATION OR THE EXCLUSION OF AN IMPLIED WARRANTY, SO THE ABOVE LIMITATION(S) MAY NOT APPLY OR FULLY APPLY TO CUSTOMER.

7. Limitations of Liability.

7.1. Waiver; Liability Cap.

- (a) EXCEPT FOR EXCLUDED CLAIMS, (i) NEITHER PARTY (OR ITS SUPPLIERS) SHALL BE LIABLE FOR DAMAGES FOR LOSS OF PROFIT OR REVENUE, DATA THAT IS LOST OR CORRUPTED, FAILURE OF SECURITY MECHANISMS, INTERRUPTION OF BUSINESS, LOSS OF GOODWILL, OR ANY SPECIAL, INCIDENTAL, RELIANCE, INDIRECT, PUNITIVE, OR CONSEQUENTIAL DAMAGES OF ANY KIND; AND (ii) EACH PARTY’S (AND EACH OF ITS SUPPLIER’S) ENTIRE LIABILITY FOR ANY AND ALL DAMAGES ARISING OUT OF OR RELATED TO THE AGREEMENT WILL NOT EXCEED IN AGGREGATE THE AMOUNTS PAID OR PAYABLE BY CUSTOMER TO TRIMBLE DURING THE PRIOR 12 MONTHS UNDER THE AGREEMENT FOR THE APPLICABLE OFFERING(S) GIVING RISE TO THE LIABILITY.
- (b) “EXCLUDED CLAIMS” MEANS (i) CUSTOMER’S PAYMENT OBLIGATIONS UNDER THE AGREEMENT, (ii) DAMAGES PAYABLE TO A THIRD PARTY (I.E., NOT AN INDEMNIFIED PARTY) EITHER AWARDED BY A COURT OF COMPETENT JURISDICTION OR INCLUDED IN A SETTLEMENT AGREED TO BY THE INDEMNIFYING PARTY, WHICH DAMAGES ARE SUBJECT TO A PARTY’S INDEMNIFICATION OBLIGATIONS IN SECTION 8 (INDEMNIFICATION), AND (iii) ANY ADDITIONAL “EXCLUDED CLAIMS” EXPRESSLY IDENTIFIED IN ANY APPLICABLE SUPPLEMENTAL TERMS.
- (c) THE ABOVE LIMITATIONS OF LIABILITY WILL APPLY TO THE GREATEST EXTENT PERMITTED BY APPLICABLE LAW, EVEN IF SUCH DAMAGES COULD HAVE BEEN FORESEEN OR IF A PARTY HAS BEEN APPRAISED OF THE POSSIBILITY OF SUCH DAMAGES, AND REGARDLESS OF WHETHER SUCH DAMAGES ARE ARISING IN BREACH OF ANY ONE OR MORE WARRANTIES, NON-CONFORMITY, IN CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, BREACH OF ANY STATUTORY DUTY, OR OTHERWISE.
- (d) SOME JURISDICTIONS DO NOT ALLOW A LIMITATION OF LIABILITY FOR DEATH, PERSONAL INJURY, FRAUDULENT MISREPRESENTATIONS, CERTAIN INTENTIONAL OR NEGLIGENT ACTS, VIOLATION OF SPECIFIC STATUTES, OR THE LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES. IN SUCH AN EVENT, THE FOREGOING LIMITATION(S) WILL NOT APPLY TO THE EXTENT PROHIBITED BY LAW.

7.2. Nature of Claims and Failure of Essential Purpose. The waivers and limitations in this Section 7 (Limitations of Liability) are agreed-upon allocations of risk constituting in part the consideration for Trimble’s performance under the Agreement, and will survive and apply even if any limited remedy in the Agreement fails of its essential purpose.

8. Indemnification. Customer will defend, indemnify, and hold harmless Trimble from and against any and all third-party claims, costs, damages, losses, liabilities and expenses (including reasonable attorneys’ fees and costs) arising out of or in connection with (a) use or modification of any Offerings in breach of the Agreement, or in any manner not authorized by the Agreement or (b) Customer’s violation of Laws or the rights of a third party. Trimble will give Customer prompt written notice of any claim hereunder and will cooperate in relation to the claim at Customer’s expense. Customer will have the exclusive right to control and settle any claim, except that Customer may not settle a claim without Trimble’s prior written consent (not to be unreasonably withheld) if the settlement requires Trimble to admit any liability or take any action or refrain from taking any action (other than ceasing use of infringing materials). Trimble may participate in the defense of any claim at its expense.

9. Confidentiality.

9.1. Definition. “**Confidential Information**” means information disclosed to the receiving party under the Agreement that is

designated by the disclosing party as proprietary or confidential or that should be reasonably understood to be proprietary or confidential due to its nature and the circumstances of its disclosure. Trimble's Confidential Information includes, without limitation, the terms and conditions of the Agreement, and any technical or performance information about the Offerings, including the Documentation.

- 9.2. Obligations.** As a receiving party, each party (a) will protect the confidentiality of the disclosing party's Confidential Information using the same degree of care it uses for its own information of like importance (but not less than reasonable care), (b) will not share the disclosing party's Confidential Information with third parties except as permitted in the Agreement or with the disclosing party's prior written or electronic consent, and (c) will only use Confidential Information to fulfill its obligations and exercise its rights in the Agreement. The receiving party may disclose Confidential Information to its employees, agents, Affiliates, contractors, and other representatives (collectively, "**Representatives**") having a legitimate need to know (including, for Trimble, its subcontractors), provided (i) the Representatives are subject to confidentiality obligations no less protective than those in this Section 9 (Confidentiality), and (ii) the receiving party is responsible for any breach of this Section 9 (Confidentiality) by the acts or omissions of its Representatives.
- 9.3. Exclusions.** These confidentiality obligations do not apply to information that the receiving party can document
- (a) is or becomes public knowledge through no fault of the receiving party or its Representatives,
 - (b) it rightfully knew or possessed on a non-confidential basis prior to receipt under the Agreement,
 - (c) it rightfully received from a third party without obligation of confidentiality, or
 - (d) it independently developed without using the disclosing party's Confidential Information.
- (e) Supplemental Terms may have additional exclusions.
- 9.4. Remedies.** Unauthorized use or disclosure of Confidential Information may cause substantial harm for which remedies at law (e.g., monetary damages) alone are an insufficient remedy. In the event of such actual or threatened breach by a party, the other party may seek injunctive relief, in addition to other available rights and remedies, for breach or threatened breach of this Section 9 (Confidentiality), without proof of actual damages or the requirement of posting a bond or other security.
- 9.5. Required Disclosures.** Nothing in the Agreement prohibits either party from making disclosures if required by Law or government or court order, provided (if permitted by Law) it notifies the other party in advance and reasonably cooperates in any effort by the other party to obtain confidential treatment.
- 10. Intellectual Property Rights.**
- 10.1. Trimble IP.** As between the parties, except for any limited usage rights set forth in any Supplemental Terms, Trimble and its suppliers have and will retain all Intellectual Property Rights in and to Trimble IP and all copies, modifications, and derivative works thereof. No Intellectual Property Rights are granted by Trimble to Customer except as expressly provided under the Agreement.
- 10.2. Feedback.** Customer may from time to time provide suggestions, comments, or other feedback (collective, "**Feedback**") to Trimble with respect to the Offerings. Both parties agree that all Feedback is and will be given entirely voluntarily, and shall not be considered Confidential Information of Customer. Customer shall not provide any Feedback that is subject to license terms that seek to require any of Customer's products, technology, service, or documentation incorporating or derived from such Feedback, or any of Customer's intellectual property to be licensed or otherwise shared with any third party. Customer hereby grants to Trimble and its Affiliates a nonexclusive, worldwide, perpetual, irrevocable, transferable, sublicensable, royalty-free, fully paid up license to use and otherwise exploit the Feedback.
- 11. Personal Information; Data Protection.**
- 11.1.** This Section 11 (Personal Information; Data Protection) applies if Customer is a legal person (i.e., a business or legal entity). All Laws relating to the protection of privacy and data protection are referred to as "**Data Protection Legislation**". "**Personal Information**" is defined as in the Applicable Data Protection Legislation, or if no definition is provided, any personally identifiable information which is either (a) provided by Customer or on its behalf, or (b) automatically collected through the Offering on Customer's behalf. "**Applicable**", in this context, means the Data Protection Legislation applicable to Customer at Customer's principal place of business or to Trimble at Trimble's principal place of business, and such Laws that the parties mutually agree apply.
- 11.2.** Each party will comply with all Applicable requirements of the Data Protection Legislation. This Section 11 (Personal Information; Data Protection) is in addition to, and does not relieve, remove or replace, a party's obligations or rights under the applicable Data Protection Legislation.
- 11.3.** The parties acknowledge that: (a) when performing its obligations under the Agreement, Trimble processes Personal Information on Customer's behalf, except for user registration and software licensing and usage data, for which Trimble acts as responsible party, and (b) the Personal Information may be transferred or stored, and/or accessed from outside of the country where Customer's principal place of business is located in order to provide the Software and Trimble's other obligations under the Agreement.
- 11.4.** Customer will ensure that it has all necessary appropriate consents and notices in place to enable (a) lawful transfer of the Personal Information to Trimble for the duration and purposes of the Agreement and (b) Trimble to lawfully use, process and transfer the Personal Information in accordance with the Agreement, including on Customer's behalf.
- 11.5.** If the processing of Personal Information by Trimble is subject to the General Data Protection Regulation ((EU) 2016/679) or the Data Protection Act 2018 of the United Kingdom, then, in addition, at the written request of Customer, the parties will execute an applicable data processing addendum, available at <https://www.trimble.com/privacy/DPA-TI-EuroSubs> (or any successor url). Transfers of Personal Information from Trimble entities located in Europe, acting as data exporter, to Trimble entities in the USA, acting as data importer, are governed, for the benefit of Customer, by the Standard Contractual Clauses available at the same url or upon written request to Trimble.
- 11.6.** If the processing of Personal Information by Trimble is subject to US data protection laws, rules or regulations, then the US Data Processing Addendum for Customer Personal Information (available at

https://dl.trimble.com/www/us_dpa_customer.pdf or any successor url) is herein incorporated by reference.

12. **Miscellaneous.**

- 12.1. Assignment.** Trimble may assign the Agreement upon notice to Customer. Customer may not assign or transfer the Agreement (by operation of law or otherwise) without the prior written consent of Trimble. Any non-permitted assignment is void. The Agreement will bind and inure to the benefit of each party's permitted successors and assigns.
- 12.2. Amendments.** Trimble may amend the Agreement from time to time with written notice to Customer. Such amendments shall take effect upon the next renewal, if any, of the Agreement, unless Trimble indicates an earlier effective date. If Trimble requires amendments with an earlier effective date and Customer objects in writing, then Trimble may permit such amendments to take effect upon the next renewal; provided, however, if Trimble declines to permit such later effective date, Customer's exclusive remedy is to terminate the Agreement with notice to Trimble, in which case Trimble will provide Customer a refund of any applicable pre-paid fees for the terminated portion of the current Term. To exercise this termination right, Customer must notify Trimble of its objections within thirty (30) days after Trimble's notice of the amended Agreement. Once the amended Agreement takes effect, Customer's continued use of the Offerings constitutes its acceptance of the modifications. Notwithstanding the foregoing, Trimble may modify Documentation upon written notice to Customer to reflect new features or changing practices, provided that the modifications will not materially decrease Trimble's overall obligations with respect to such Offering(s).
- 12.3. Waiver and Severability.** No waiver of any provision or breach of the Agreement (a) will be effective unless made in writing, or (b) will operate as or be construed to be a continuing waiver of such provision or breach. In the event any portion of the Agreement is held to be invalid or unenforceable, such portion will be construed as nearly as possible to reflect the original intent of the parties, or if such construction cannot be made, such provision or portion thereof will be severable from the Agreement, provided that the invalidity, illegality, or unenforceability in whole or in part of any provision does not affect the validity of other provisions.
- 12.4. Force Majeure.** Neither party will be liable for any default, delay, or non-performance of its obligations under the Agreement (except for payment obligations) due to causes beyond its reasonable control, including, without limitation, strikes, blockades, war, terrorism, riot, internet or utility failures, governmental orders or actions, national or regional emergency, pandemics, or natural disasters, provided that such party promptly notifies the other in writing of such occurrence and uses commercially reasonable efforts to resume performance of its affected obligations as soon as feasible. Delays or failures that are excused as provided in this Section 12.4 (Force Majeure) will result in automatic extensions of dates for performance for a period of time equal to the duration of the events excusing such delay or failure.
- 12.5. Notices.** Any notice or other communication given by either party to the other regarding the Agreement will be deemed given and served when personally delivered or delivered by reputable international courier requiring signature for receipt addressed to the party at its notice address. Notice will be deemed effective upon delivery or refused delivery attempt. Either party may change its notice address by written notice to the other. Customer's notice address will be the address appearing on the Order or SOW. Trimble's notice address will be the applicable address on [Exhibit A](#) (Trimble Entities; Governing Law; Exclusive Venue/Jurisdiction), or if the Trimble entity is not listed there, then on the Order. In addition, any valid notice to Trimble shall include a required copy to: Trimble Inc., Attn: General Counsel - Important Legal Notice, 510 De Guigne Drive, Sunnyvale, CA 94085, USA. Trimble may send operational notices to Customer by email or through the Offering, including, without limitation, modifications of the Agreement or Documentation, suspension, collection, and termination notices related to overdue fees.
- 12.6. Export Control.** Customer acknowledges that the Offerings are subject to export restrictions by the United States government and import restrictions by certain foreign governments. Customer will not, and will not allow any third party to, remove or export from the United States or allow the export or re-export of any part of the Offerings or any direct product thereof: (a) into (or to a national or resident of) any embargoed or terrorist-supporting country; (b) to anyone on the U.S. Commerce Department's Table of Denial Orders or U.S. Treasury Department's list of Specially Designated Nationals; (c) to any country to which such export or re-export is restricted or prohibited, or as to which the United States government or any agency thereof requires an export license or other governmental approval at the time of export or re-export without first obtaining such license or approval; or (d) otherwise in violation of any export or import restrictions, Laws of any United States or foreign agency or authority. Customer warrants that it is not located in, under the control of, or a national or resident of any such prohibited country or on any such prohibited party list. The Offerings are further restricted from being used for the design or development of nuclear, chemical, or biological weapons or missile technology, or for terrorist activity, without the prior permission of the United States government. Customer will defend, indemnify, and hold Trimble harmless against any liability (including attorneys' fees) arising out of Customer's failure to comply with the terms of this Section. Customer's obligations under this Section 12.6 (Export Control) will survive the termination of the Agreement for any reason whatsoever.
- 12.7. Anti-Corruption Compliance.** Each party, and any third party acting on its behalf, will comply with all applicable United States and international anti-corruption and anti-bribery laws and regulations, including, without limitation, the U.S. Foreign Corrupt Practices Act, the U.K. Bribery Act, and others (collectively, "**Anti-Corruption Laws**"). Each party, and any third party acting on its behalf, will not directly or indirectly offer, promise, or give any payment or anything of value to a government official, or any other individual or entity, where the intent is to improperly influence any act or decision of the government official, or other individual or entity, to obtain or retain business or some other benefit or commercial advantage for either party. Each party, and any third party acting on its behalf, also will not solicit or accept any sort of payment or anything of value from anyone, where the intent is to improperly influence any acts of a party or any third party acting on its behalf.
- 12.8. GSA.** Offerings purchased or licensed under Trimble's United States General Services Administration ("**GSA**") Schedules are subject to all of the pricing and other terms and conditions described in the applicable GSA Schedule.
- 12.9. Governing Law and Venue.** The sole and exclusive governing Law, jurisdiction, and venue for the Agreement and all Disputes

- shall be: (1) as set forth in the Order, if any, or (2) otherwise, as set forth on [Exhibit A](#) (Trimble Entities; Governing Law; Exclusive Venue/Jurisdiction), in each case to the exclusion of all others; provided that Trimble may elect to bring action in courts with jurisdiction for Customer's location. The United Nations Convention on Contracts for the International Sale of Goods and any conflicts of laws provisions giving rise to a different result do not apply. No Dispute may be brought by either party more than one (1) Year after such Dispute accrued, except that an action for nonpayment may be brought within two (2) Years after the due date. Each party hereby waives, to the maximum extent permitted by law, any objection, including any objection based on *forum non conveniens*, to the bringing of any such proceeding in such jurisdiction.
- 12.10. WAIVER OF JURY TRIAL – UNITED STATES CLAIMS. FOR ANY CLAIM BROUGHT IN A STATE, FEDERAL, OR OTHER COURT IN ANY JURISDICTION WITHIN THE UNITED STATES, EACH PARTY IRREVOCABLY AND UNCONDITIONALLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL ACTION, PROCEEDING, CAUSE OF ACTION, OR COUNTERCLAIM ARISING OUT OF OR RELATING TO THE AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY; PROVIDED, HOWEVER, THAT THIS PROVISION SHALL NOT BE ENFORCED OR ENFORCEABLE TO THE EXTENT A WAIVER OF THE RIGHT TO A TRIAL BY JURY IS PROHIBITED BY, OR CONTRARY TO, THE PUBLIC POLICY OF THE STATE IN WHICH SUCH LEGAL ACTION, PROCEEDING, CAUSE OF ACTION, OR COUNTERCLAIM IS FILED.**
- 12.11. Region-Specific Terms.** Additional terms and conditions for specified regions are as set forth in [Exhibit B](#) (Region-Specific Terms).
- 12.12. Publicity.** Customer agrees that (a) Trimble may issue a press release in the form approved by the parties regarding the parties' entry into the Agreement, and (b) Trimble may identify Customer (including through use of its name and logo) as Trimble's customer, including on Trimble's website, and may include Customer in its customer list and marketing materials, but will cease this use upon Customer's written request.
- 12.13. Headings; Language.** The headings in the Agreement have been inserted for convenience only and shall have no substantive effect. The language of all parts of the Agreement shall in all cases be considered as a whole, according to its fair meaning, and not strictly for or against any of the parties. The parties hereby acknowledge and agree that the language of the Agreement shall be considered jointly drafted.
- 12.14. Subcontractors.** Trimble may use subcontractors in the performance of its obligations under the Agreement, and will be responsible for the acts and omissions of its subcontractors in their performance of Trimble's obligations in the Agreement.
- 12.15. No Third-Party Beneficiaries.** Except as may be expressly stated in any Supplemental Terms, there are no third-party beneficiaries under the Agreement.
- 12.16. Independent Contractors.** Each party is an independent contractor of, and is not an employee, agent, fiduciary, or authorized representative of, the other party.
- 12.17. Entire Agreement.** The Agreement sets forth the entire understanding between the parties in connection with its subject matter, and supersedes all prior or contemporaneous proposals, communications, agreements, negotiations, and representations, whether written or oral, regarding the subject matter thereof. Any additional, contrary, and/or pre-printed terms or conditions appearing on Customer's acceptance, orders, or associated purchase documentation are hereby rejected and will be of no effect.
- 12.18. Counterparts.** The Agreement, or portions thereof, may be executed in several counterparts and, if applicable, by each party on a separate counterpart, each of which, when so executed and delivered will be an original, but all of which together will constitute but one and the same instrument. A signature, digital signature, or electronic signature delivered through other means (e.g., email) shall have the same force and effect as an original ink signature.

Exhibit A**Trimble Entities; Governing Law; Exclusive Venue/Jurisdiction**

Customer Location*	Trimble Entity and Notice Address**	Governing Law	Exclusive Venue/Jurisdiction
United States	Trimble Inc. 10368 Westmoor Drive Westminster, CO 80021 USA	State of State of North Dakota	State and Federal Courts located in Cass County, North Dakota, USA
Australia	Trimble Australia Pty. Ltd. Deutsche Bank Place Level 5 126-130 Philip St. Sydney, NSW 2000, Australia	New South Wales	Courts in Sydney, NSW, Australia
Belgium	Trimble Belgium BV, Geldenaaksebaan 329 3001 Leuven, Belgium	Belgium	Courts in Brussels, Belgium
Canada	Trimble Canada Corporation 600-1741 Lower Water Street Halifax, Nova Scotia B3J 0J2, Canada	Province of Ontario, and the federal laws of Canada applicable therein	Provincial and federal courts located in Toronto, Ontario
Finland	Trimble Finland Oy, Hatsinanpuisto 8, 02600 Espoo, Finland	Finland	Courts in Helsinki, Finland
France	Trimble France S.A.S. 1 quai Gabriel Péri 94340 Joinville-le-Pont, France	France	Courts in Paris, France
Germany	Trimble Germany GmbH, Am Prime Parc 11, 65479 Raunheim Germany	Germany	Courts in Frankfurt/Main, Germany
United Kingdom	Trimble UK Limited 1 Bath Street, Ipswich, Suffolk IP2 8SD	England and Wales	Courts of England and Wales
Any other country or geography not specified above	Trimble Europe B.V. Industrieweg 187a, 5683 CC Best, The Netherlands	The Netherlands	Courts of Amsterdam, the Netherlands

* Customer location is Customer's billing address specified on the Order, or if none, then the address provided by Customer to Trimble when registering its online account.

** Addresses for Trimble entities not listed shall be as set forth on the Order or SOW. See additional required notice address for Trimble in Section 12.5 (Notices).

Exhibit B
Region-Specific Terms

Table of Contents

- Australia
- France
- The Netherlands
- Germany

Australia

For Customer who purchase Offerings in Australia, the following provisions apply:

- (a) For the purposes of this section, “**Australian Consumer Law**” means the Australian Consumer Law set out at Schedule 2 to the *Competition and Consumer Act 2010* (Cth), as amended from time to time, and “**Non-excludable Condition**” means the consumer guarantees, warranties, rights, or remedies under the Australian Consumer Law that cannot be limited, excluded, restricted, or modified, and to which Customer may be entitled.
- (b) To the extent permitted by Law, Trimble’s liability in relation to breach of any such Non-excludable Condition shall be limited, at its option, as follows: (i) in the case of the goods, to repairing or replacing the goods, supplying equivalent goods, or paying the costs of repairing or replacing the goods or acquiring equivalent goods; and (ii) in the case of the services, to re-supplying the services or paying the cost of re-supplying the services.
- (c) Nothing in the Agreement excludes, restricts or modifies any Non-excludable Condition.
- (d) Nothing in the Agreement is intended to derogate from Trimble’s obligations under the *Privacy Act 1988* (Cth) as amended from time to time.
- (e) Where Order(s) are a “Small Business Contract” within the meaning of the Australian Consumer Law:
 - Trimble shall not accelerate Customer’s unbilled future fees under any Order(s);
 - Customer’s indemnification obligations under the Agreement are reduced to the extent Trimble’s acts or omissions contributed to or caused the claims, costs, damages, losses, liabilities, and expenses suffered by Customer;
 - Trimble’s liability in relation to breach of any Non-excludable Condition will be an Excluded Claim; and
 - No dispute or legal action arising under the Agreement may be brought by either party more than three years after such cause of action accrued.

France

Section 3.4 is hereby amended and restated to read as follows:

Section 3.4 Late payments will bear interest at the rate of 1.5% per month or the minimum rate allowed by Law (currently three (3) times the legal interest rate), whichever is higher, measured from the date on which the sums concerned became due until the date on which full payment is received. Collection fees of a minimum amount of 40 € will be added in accordance with Article L. 441-10.II of the Commercial Code. Customer will be liable for all other costs of collection of past due amounts (including court costs and attorney's fees incurred by Trimble). If the Customer does not dispute an invoice amount in writing by the due date of the invoice, the Customer shall be deemed to have acknowledged the accuracy of such invoice and waived its right to dispute it. A dispute over part of an invoice or amount due shall entitle the Customer to withhold or delay payment of the disputed part only.

The following is hereby added as Section 7.1 (e):

(e) EACH PARTY HEREBY HAS AN OBLIGATION TO LIMIT THE DAMAGES IT MAY SUFFER IN THE EVENT OF A BREACH OF ITS OBLIGATIONS BY THE OTHER PARTY.

The Netherlands

The provisions of Section 4.2 (Termination) are the sole grounds for the termination of the Agreement, and to the extent permitted by Law, the right of Customer to rescind the Agreement and claim damages on the basis of statutory Law (including but not limited to sec. 6:265 Dutch Civil Code) is excluded.

THE LIMITATION OF LIABILITY IN SECTION 7 FOR A PERIOD OF 12 MONTHS EXPRESSLY INCLUDES ANY OBLIGATION TO PAY COMPENSATION UNDER A WARRANTY MENTIONED IN THESE TERMS OR RELATED CONTRACTS OR DOCUMENTS AND THE RESTITUTION OBLIGATIONS (*ONDEDAANMAKINGSVERPLICHTINGEN*) AND INDEMNIFY FOR DAMAGES. LIABILITY FOR DEATH

OR PERSONAL INJURY SHALL NOT EXCEED EUR 1.250.000.

The applicability of section 6:227b subsection 1 and section 6:227c subsection 1 of the Dutch Civil Code are excluded in any Agreement between Trimble and any person who is not a consumer.

Germany

If German law applies to this Agreement, the following terms are incorporated into the General Terms:

1. **With regards to section 3.4**, it is recorded that, according to applicable law and provided that no consumer is the counterparty of the Agreement, the enforceable maximum interest rate is nine (9) percent above the base interest rate. The maximum interest rate applies if the statutory requirements for default (*Verzug*) are fulfilled.
2. **With regards to section Ziffer 4.2** it is clarified that the statutorily available rights to terminate extraordinarily or without notice period remain unaffected.
3. **The following applies regarding section 6:** Section 6 will not apply. With regards to warranty (*Gewährleistung*) the relevant provisions of Trimble's Supplemental Terms apply. In addition, unless this is explicitly agreed in writing, it is not intended that Trimble provides a guarantee that exceeds complements the statutory provisions (*gesetzliche Gewährleistung*).
4. **With regard to paragraph 7** :instead of Section 7 (limitation of liability) only the following provisions apply:
 - Trimble is liable for damages of the Customer that were caused intentionally or through gross negligence, that is the result of failure to deliver on an explicit, written guarantee, that is based on a culpable breach of essential contractual obligations (so-called cardinal obligations), that is the result of a culpable injury to health, body or life or for which liability is provided for under the Product Liability Act or another mandatory legal regulation, in accordance with the statutory provisions.
 - Cardinal obligations are those contractual obligations whose fulfillment makes the proper execution of the contract possible in the first place and on whose compliance the customer can regularly rely, and whose violation, on the other hand, endangers the achievement of the purpose of the contract.
 - In the event of a breach of a cardinal obligation, liability - to the extent that the damage is based solely on slight or normal negligence and does not affect life, limb or health - is limited to damage that typically arises in the context of the delivery of such software as purchased by the customer and must be expected foreseeably.
 - Any further liability – regardless of the legal basis – of both Trimble and Trimble's vicarious agents and vicarious agents is excluded.
 - If damage to the customer results from the loss of data, Trimble is only liable if the damage could not have been avoided if the customer had normally backed up the data in question.
5. **Regarding Section 11** Deviating from Section 11.4, it is agreed that the parties also conclude the DPA linked under <https://www.trimble.com/privacy> or a successor URL when concluding this Agreement. Upon request, the Customer can request that a signed copy be sent. The transfer of personal data from Trimble facilities in Europe, acting as data exporter, to Trimble facilities in the United States, acting as data importer, is governed by Standard Contractual Clauses, which are available at the same URL or upon written request to Trimble.
6. **With regard to clause 12.1** In addition to Section 12. 1, it is stipulated that in the event of a change, the customer is granted an immediate and unconditional right of termination.
7. **With regard to clause 12.9.**
 - The following section applies instead of section 12.9.
 - **Governing Law and Venue; Waiver of Jury Trial.** The Agreement and any dispute, claim or controversy arising therefrom shall be governed exclusively by the laws of the jurisdiction applicable to Customer's location as set forth in Appendix A (Trimble Entities; Governing Law; Exclusive Jurisdiction/Venue) under "Governing Law", without Consideration or application of conflict of law provisions. The United Nations Convention on Contracts for the International Sale of Goods does not apply. All claims, matters and disputes arising from the agreement are subject to the customer if the customer is a merchant, a legal entity under public law or a special fund under public law or he does not have a general place of jurisdiction in the Federal Republic of Germany the sole and exclusive jurisdiction and venue set out in Appendix A (Trimble Entities; Governing Law; Exclusive Jurisdiction/Venue) under "Exclusive Jurisdiction/Venue".
 - **Regarding paragraph 12.15.** Clause 12.15 does not apply.



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Information Services

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

January 29, 2026

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

Dear Commissioners,

As you have seen in the news, cyber incidents are commonplace in the government setting.

Of course, we plan to help are neighboring agencies, Cass County IT and West Fargo IT, if there is an incident.

Attached is a Mutual Aid Agreement that will serve as the foundation of enabling that help.

Suggested Motion:

Move to approve the Cyber Incident IT Mutual Aid Agreement.

Thank you,



Ron Gronneberg
CIO

Cyber Incident IT Mutual Aid Agreement

Agreement between

County of Cass, North Dakota

And

City of Fargo

And

City of West Fargo

This Cyber Incident IT Mutual Aid Agreement (“Agreement”) is entered into by and between the County of Cass, North Dakota, City of Fargo, North Dakota, and City of West Fargo, North Dakota.

Section 1. Purpose. This Agreement is made and entered into by and among the undersigned political subdivisions within the State of North Dakota (“Participating Entities”) to provide mutual assistance in the form of information technology (IT) resources and support in the event of a cyber incident. This Agreement promotes regional preparedness, operational continuity, and cooperation in alignment with North Dakota Century Code (NDCC) § 54-40.3, which authorizes intergovernmental cooperation among political subdivisions for mutual advantage.

Section 2. Authority. This Agreement is executed under the authority granted by North Dakota law, specifically NDCC § 54-40.3 – Intergovernmental Cooperation, NDCC § 37-17.1 – North Dakota Emergency Management Law, and the local applicable home rule charters or ordinances permitting interlocal collaboration. The Participating Entities agree this Agreement is consistent with their respective enabling authorities.

Section 3. Definitions. When used in this Agreement, the following terms are defined as follows:

- A. **Cyber Incident:** An actual or suspected event that compromises or threatens the confidentiality, integrity, or availability of information systems, data, or services.
- B. **Requesting Entity:** A local government entity requesting assistance under this Agreement.
- C. **Responding Entity:** A local government entity that provides assistance in response to a request under this Agreement.
- D. **IT Resources:** Includes but is not limited to IT personnel, systems, digital forensics tools, communications platforms, and other cyber response capabilities.
- E. **Mutual Aid:** Voluntary provision of assistance between Participating Entities for preparedness, response, or recovery from a cyber event.

Section 4. Activation and Request Process. A Requesting Entity may activate this Agreement when experiencing or anticipating a cyber incident. Requests may be made verbally (in urgent situations) or in writing. If orally, any such request must be followed up in writing within 72 hours. Requests should specify: (1) nature of the incident; (2) type of assistance required; (3) estimated duration of aid, and (4) point of contact.

Section 5. Type of Assistance. Assistance provided under this Agreement may include, but is not limited to:

- A. Cybersecurity incident response;
- B. Network recovery and infrastructure support;
- C. Forensic investigation and evidence preservation;
- D. Threat intelligence sharing;
- E. Temporary staffing and operational support; or
- F. Liaison assistance with third-party vendors or law enforcement.

Section 6. Cost and Reimbursement. Each Responding Entity shall, by default, bear its own costs unless otherwise agreed in writing. Reimbursement terms may be negotiated on a per-incident basis and may cover: Personnel costs (wages, overtime, travel); equipment usage or repairs, and contractor services. If reimbursement is sought, the Requesting Entity must confirm in writing its acceptance of the costs before resources are deployed.

Section 7. Indemnification and Liability. Each Participating Entity is responsible for the acts or omissions of its own officers, employees, or agents and agrees to hold harmless other entities to the extent allowed by law. No provision of this Agreement shall be interpreted as a waiver of the statutory limitations on liability provided by NDCC Chapter 32-12.1 or any other applicable immunity or limitation. This Agreement does not create any employment relationship, joint venture, or partnership between Participating Entities.

Section 8. Insurance. Each Participating Entity shall maintain appropriate insurance coverage or self-insurance through public risk pools (e.g., NDIRF) to cover general liability, cyber liability, and workers' compensation. Failure to maintain insurance does not relieve a party of its responsibilities under this Agreement.

Section 9. Confidentiality and Public Records. All information shared under this Agreement in response to a cyber incident is considered sensitive and shall be kept confidential to the extent permitted under North Dakota law, including NDCC § 44-04-18 (open records and exceptions) and any applicable exemptions for security planning or law enforcement investigations. Participating Entities agree not to disclose confidential or privileged data except as required by law or with written permission.

Section 10. Command and Control. The Requesting Entity retains operational authority and oversight of its systems during a cyber incident. The Responding Entity provides assistance under the direction of the Requesting Entity's designated lead or incident commander.

Section 11. Duration and Termination. This Agreement shall take effect upon execution by two or more entities and shall remain in effect until terminated. Any Participating Entity may withdraw from the Agreement by providing 30 days' written notice. Termination shall not relieve any party of obligations already incurred.

Section 12. Dispute Resolution. Participating Entities agree to attempt informal resolution of disputes arising from this Agreement. If unresolved, the matter may be submitted to a neutral third party or mediator acceptable to all involved parties. If after mediation, the Participating Entities are unable to reach a resolution, they have all rights available to them under law.

Section 13. Governing Law and Venue. This Agreement shall be governed by the laws of the State of North Dakota. Any legal action related to this Agreement shall be brought in Cass County District Court.

Section 14. Amendments. This Agreement may be amended at any time with the written consent of the Participating Entities. Amendments shall be distributed to all signatories.

Section 15. Authority to Contract. Each Participating Entity affirms that it has the legal authority to enter into this Agreement and bind its organization accordingly.

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

CASS COUNTY

BY: _____

Tony Grindberg, Chairman

ATTEST: _____

County Auditor

CITY OF FARGO

BY: _____

Timothy J. Mahoney, M.D., Mayor

ATTEST: _____

Susan Thompson, City Auditor

CITY OF WEST FARGO

BY: _____

Bernie L. Dardis, President, City Commission

ATTEST: _____

City Auditor



**PUBLIC
WORKS**

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**FLEET MANAGEMENT, FORESTRY
STREETS & SEWERS
WATERMANS & HYDRANTS**
402 23rd Street North
Fargo, ND 58102
Phone: 701.241.1453 | Fax: 701.241.8100
FargoND.gov

January 26, 2026

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

RE: (1) Three Wheeled Mechanical Street Sweeper. (RFP26260).

Commissioners:

On January 23, 2026, three (3) proposals were received and read for the purchase of one (1) Three Wheeled Mechanical Street Sweeper.

The results are as follows:

<u>Firm</u>	<u>Price for (1) with Trade</u>
Sanitation Products.	\$216,371.00
Karcher Municipal North America.	\$370,556.00
Jameys Litter Getter Inc.	\$50,000.00

The review committee consisting of Ben Dow and Tom Ganje evaluated three (3) proposals and determined that one proposal was compliant. Sanitation Products met all required specifications and the price was within expected parameters. Funding for this project is included in the 2026 Vehicle Replacement Budget.

Our recommendation is to purchase one (1) Three Wheeled Mechanical Street Sweeper based on the proposal from Sanitation Products.

SUGGESTED MOTION:

For RFP26260, approve the purchase of one (1) Three Wheeled Mechanical Street Sweeper from Sanitation Products totaling \$216,371.00.

Respectfully Submitted,

Tom Ganje
Fleet Purchasing Manager

Three Wheeled Mechanical Street Sweeper
RFP26260
1/26/2026

	Sanitation Products	Karcher Municipal North America	Jameys Litter Getter Inc
Sweeper Make	Elgin	Karcher	Litter Getter
Sweeper Model	Pelican NP	MCM600	NA
Total Sweeper Price	\$298,871.00	\$363,056.00	\$50,000.00
Freight	\$0.00	\$7,500.00	\$0.00
Trade In Value - Unit 659	\$82,500.00	\$0.00	\$0.00
Total Sweeper Price/Freight Minus Trade in Value	\$216,371.00	\$370,556.00	\$50,000.00
Meets Specifications	Yes	No	No



PUBLIC WORKS/OPERATIONS

**Fleet Management, Forestry,
Streets & Sewers, Watermeters,
Watermains & Hydrants
402 23rd STREET NORTH
FARGO, NORTH DAKOTA 58102
PHONE: (701) 241-1453
FAX: (701) 241-8100**

January 23, 2026

The Honorable Board of City Commissioners
City of Fargo
225 Fourth Street N
Fargo, ND 58102

RE: Fuel Purchase for 3rd and 4th Quarters of 2026 (RFP26065)

Commissioners:

The Fuel Procurement Committee, comprised of the Public Works Director of Operations, the Fleet Services Manager and Transit Fleet Manager, monitors the City of Fargo's current and projected fuel use and the fuel market to determine when conditions are favorable to lock in fuel prices for 80% of the city's projected fuel uses.

On Jan 23, 2026, the Fuel Procurement Committee received bids for 288,000 gallons of #2 Diesel and 160,000 Gallons of Unleaded Gasoline. The award was made to Northdale Oil, Inc with a submitted low bid of \$967,520.00. without tax.

Attached for your review is the Bid Tab from Jan 23, 2026 and the Fuel Contract.

RECOMMENDED MOTION: I/we hereby move to authorize and execute the Forward Fuel Contract (RFP26065) for the 3rd and 4th Quarters of 2026.

Respectfully Submitted,

Allan Erickson
Fleet Services Manager

Definitions:

The terms City of Fargo, City, Buyer and Grantee are synonymous and mean the City of Fargo

The terms "Bidder, Contractor, Offerer, Proposer, Contractor, Firm, Company" are synonymous and mean the offerer or Contractor.

Efficiency Payments:

In the event Buyer does not take delivery of the contracted quantity for the delivery period, Contractor can sell the volume not lifted in the open market the last 2 days of the quarter contract or the first 5 days of the following quarter contract.

If the open market price is less than the fixed forward pricing above, the Buyer will pay Contractor the amount equal to the volume not lifted times the difference between the open market price and the fixed forward price.

If the open market price is more than the fixed forward pricing above, the Contractor will pay Buyer the amount equal to the volume not lifted times the difference between the open market price and the fixed forward price.

Delivery of Fuel

Delivery of fuel will be to all City of Fargo's three (3) fueling sites located at:

402 23rd Street North Public Works (3 Underground tanks)
650 23rd Street North Metro Transit Garage (2 underground tanks)
4501 7th Avenue North Landfill (1 above ground tank)

Delivery of fuel to the fueling site at Public Works will require a vent hose to be connected between tanker and tank.

Additional Products and Fuel Additives

The Buyer uses various mixtures of fuel depending on the time of year. For winter use, diesel is a blend of #1 and #2 with a cold weather additive. Bio diesel may also be used during the summer months. Additional products purchased outside of the contracted amount will be current rack price at the time of purchase. Splash blending for products like bio-diesel will be acceptable.

Failure to Perform:

If, during any month of the delivery period, Contractor fails to deliver the contracted volume, and such failure is not excused as provided herein, and the Replacement Price (cost incurred by Buyer to secure the contracted for volume) is greater than the Contract

Price, then Contractor shall be liable for and shall pay Buyer the amount equal to the volume not delivered times the difference between the Replacement Price and the Contract Price.

Excused Performance:

Except with regard to a Party's obligation to make payments due under this Contract, in the event either Buyer or Contractor is rendered unable, wholly or in part, by unforeseeable causes to carry out its obligations, then upon notification by telephone with a subsequent written notice setting forth the specifics within a reasonable time, but not in excess of six (6) days after the commencement of the failure to perform due to unforeseeable causes, the obligations of the Party giving such notice, insofar as they are affected by such causes, from its inception, shall be excused during the entire period of any inability so caused but for no longer period.

Excused performance, as employed in this Contract will mean any event that prevents delivery or receipt of Product, including acts of God, strikes, lockouts, or industrial disputes or disturbances, civil disturbances, interruptions by government or court orders, necessity for compliance with any court order, law, statute, ordinance, or regulation promulgated by a governmental authority having jurisdiction, acts of the public enemy, events affecting facilities or services of non-affiliated third parties, or any other cause of like kind not reasonably within the control of the non-performing Party and which by the exercise of due diligence such Party could not have prevented or is unable to overcome.

Contractor Warrants:

Contractor warrants that all royalties, taxes and other sums due on production and transportation of the Fuel to the Delivery Point(s) are paid, and that it will have the right to convey and will transfer good and merchantable title to all Fuel sold hereunder and delivered by it to Buyer, free and clear of any and all liens, encumbrances and claims. All Fuel delivered will meet the ASTM standard for that product.

Contractor shall pay all taxes lawfully levied on Contractor applicable to the Fuel delivered to Buyer. Buyer shall pay all taxes lawfully levied on Buyer after delivery to Buyer. If Buyer is exempt from any taxes, Buyer shall furnish Contractor with proper documentation.

If in the event of a product shortage at the local pipeline and a tanker must be sent to another pipeline outside of the metro area, the additional freight charge must be agreed upon between buyer and Contractor at the time of order.

Notices:

All billings, payments, statements, notices and communications made pursuant to this Contract shall be made as follows:

Contractor:

Buyer:

Northdale Oil, Inc.	City of Fargo
203 14 th St NE	225 4 th St N
East Grand Forks, MN 56721	Fargo, ND 58102

Transfer or Assignment:

This Contract shall be binding upon and inure to the benefit of the successors, assigns, personal representatives, and heirs of the respective Parties hereto, and the covenants, conditions, rights and obligations of this Contract shall run for the full term of this Contract. No assignment of this contract, in whole or in part, will be made without the prior written consent of the non-assigning party, which consent will not be unreasonably withhold or delayed provided, Upon any transfer and assumption, the transferor shall not be relieved of or discharged from any obligations hereunder unless such assumption is made in the transfer/assumption agreement.

Severability:

If any term, provision, covenant, or condition of this Contract or the application thereof, to any party or circumstance, shall be held to be invalid or unenforceable (in whole or in part) for any reason, the remaining terms, provisions, covenants, and conditions hereof shall continue in full force and effect as if this Contract had been executed with the invalid or unenforceable portion eliminated.

Applicable Law:

The Contract shall be governed in accordance with the laws of the State of North Dakota.

Consequential and Incidental Damages:

In no event will either party be liable under this Contract, whether in contract, tort (including negligence and strict liability) or otherwise, for incidental, consequential, special or punitive damages.

Applicable Federal Clauses

Only to the extent any of the following sections are applicable to a contract of the nature herein contemplated, the following shall apply:

No Government Obligation to Third Parties:

The Buyer and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to the Buyer, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

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

Program Fraud & False or Fraudulent Statements & Related Acts:

The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. 3801 et seq. and U.S. DOT regulations, Program Fraud Civil Remedies, 49 C.F.R. Part 31, apply to its actions pertaining to this Project. Upon execution of the underlying contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or cause to be made, pertaining to the underlying contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.

The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. chapter 53, the Government reserves the right to impose the penalties of 18 U.S.C. 1001 and 49 U.S.C. § 5323(1) on the Contractor, to the extent the Federal Government deems appropriate.

The Contractor agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

Access to Records and Reports:

Record Retention. The Contractor will retain, and will require its subcontractors of all tiers to retain, complete and readily accessible records related in whole or in part to the

contract, including, but not limited to, data, documents, reports, statistics, sub-agreements, leases, subcontracts, arrangements, other third party agreements of any type, and supporting materials related to those records.

Retention Period. The Contractor agrees to comply with the record retention requirements in accordance with 2 C.F.R. § 200.333. The Contractor shall maintain all books, records, accounts and reports required under this Contract for a

period of at not less than three (3) years after the date of termination or expiration of this Contract, except in the event of litigation or settlement of claims arising from the performance of this Contract, in which case records shall be maintained until the disposition of all such litigation, appeals, claims or exceptions related thereto.

Access to Records. The Contractor agrees to provide sufficient access to FTA and its contractors to inspect and audit records and information related to performance of this contract as reasonably may be required.

Access to the Sites of Performance. The Contractor agrees to permit FTA and its contractors access to the sites of performance under this contract as reasonably may be required.

Federal Changes:

Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement between Buyer and FTA, and they may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this contract.

Civil Rights and Equal Opportunity:

The City of Fargo is an Equal Opportunity Employer. As such, the City of Fargo agrees to comply with all applicable Federal civil rights laws and implementing regulations.

Apart from inconsistent requirements imposed by Federal laws or regulations, the City of Fargo agrees to comply with the requirements of 49 U.S.C. § 5323(h) (3) by not using any Federal assistance awarded by FTA to support procurements using exclusionary or discriminatory specifications.

Under this Agreement, the Contractor shall at all times comply with the following requirements and shall include these requirements in each subcontract entered into as part thereof.

Nondiscrimination: In accordance with Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, religion, national origin, sex, disability, or age. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

Race, Color, Religion, National Origin, Sex: In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e et seq., and Federal transit laws at 49 U.S.C.

§ 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. chapter 60, and Executive Order No. 11246, "Equal Employment Opportunity in Federal Employment," September 24, 1965, 42 U.S.C. § 2000e note, as amended by any later Executive Order that amends or supersedes it, referenced in 42

U.S.C. § 2000e note. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, national origin, or sex (including sexual orientation and gender identity). Such action shall include, but not be limited to, the following: employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

Age: In accordance with the Age Discrimination in Employment Act, 29 U.S.C. §§ 621- 634, U.S. Equal Employment Opportunity Commission (U.S. EEOC) regulations, "Age Discrimination in Employment Act," 29 C.F.R. part 1625, the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6101 et seq., U.S. Health and Human Services regulations, "Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance," 45 C.F.R. part 90, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

Disabilities: In accordance with section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. § 12101 et seq., the Architectural Barriers Act of 1968, as amended, 42 U.S.C. § 4151 et seq., and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against individuals on the basis of disability. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

Termination Provisions:

The City reserves the right to terminate this agreement for cause by written notices to the Contractor. Cause for termination will be documented failure(s) of the Contractor to provide services in the quantity and/or quality required by the agreement. Contractor will, within ten (10) days, correct the failure or present the City with a plan to correct the failure. In the event Contractor does not correct failure or complete its plan to correct failure, then the City may terminate this agreement by notifying Contractor of date of termination. Said termination shall not diminish the City of Fargo's rights under law or equity.

This Contract may be terminated for cause by either party upon seven (7) days' written notice in the event of substantial failure to perform through no fault of the terminating party.

In the event of any termination, City of Fargo shall pay the agreed rate only for services delivered up to the date of termination. City of Fargo has no obligation to Contractor, of any kind, after the date of termination.

Disadvantaged and Small Business Enterprise:

The contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 C.F.R. part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to:

- a) Withholding monthly progress payments;
- b) Assessing sanctions;
- c) Liquidated damages; and/or
- d) Disqualifying the contractor from future bidding as non-responsible. 49 C.F.R. § 26.13(b).

Further, recipients must establish a contract clause to require prime contractors to pay subcontractors for satisfactory performance of their contracts no later than 30 days from receipt of each payment the recipient makes to the prime contractor. 49 C.F.R. § 26.29(a). Finally, for contracts with defined DBE contract goals, each FTA recipient must include in each prime contract a provision stating that the contractor shall utilize the specific DBEs listed unless the contractor obtains the recipient's written consent; and that, unless the recipient's consent is provided, the contractor shall not be entitled to any payment for work or material unless it is performed or supplied by the listed DBE. 49 C.F.R. § 26.53(f) (1).

In connection with the performance of this service, the Contractor will cooperate with the City of Fargo in the utilization of disadvantaged business enterprises including women- owned business enterprises for the duration of the contract and will use its best efforts to insure that disadvantaged business enterprises have the maximum practicable opportunity to compete for subcontract work. In order to insure that a fair proportion of the purchases of supplies and services is placed with disadvantaged business enterprises, the Contractor agrees to take affirmative action to identify disadvantaged business firms, solicit bids or quotations from them for supplies and services related to this proposal.

The Contractor agrees to meet any goals established by City of Fargo for purchases pertaining to this Contract to the best of the Contractor's ability and will provide the City of Fargo with the necessary certification and records for reporting purposes. When the majority of the contract is labor, which is not a contracting opportunity, DBE goals will not be set but Contractors are encouraged to use DBE businesses.

The Contractor will be required to report its DBE participation obtained through race- neutral means throughout the period of performance.

The Contractor must promptly notify the City of Fargo whenever a DBE subcontractor performing work related to this contract is terminated or fails to complete its work, and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. The contractor may not terminate any DBE subcontractor and perform that work through its own forces or those of an affiliate without prior written consent of the City of Fargo.

Fostering Small Business Participation. The City of Fargo has established a small business element to its DBE program, pursuant to 49 CFR 26.39. This program aims to provide opportunities and foster small business enterprises (SBE)/participation in contracting with the City of Fargo. This program is race- and gender- neutral, however SBEs can also count towards DBE goals.

Incorporation of FTA Terms:

The preceding provision includes, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1 (as amended), are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any City of Fargo requests which would cause City of Fargo to be in violation of the FTA terms and conditions.

Debarment, Suspension, Ineligibility and Voluntary Exclusion:

The Contractor shall comply and facilitate compliance with U.S. DOT regulations, "Nonprocurement Suspension and Debarment," 2 C.F.R. part 1200, which adopts and supplements the U.S. Office of Management and Budget (U.S. OMB) "Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," 2 C.F.R. part 180. These provisions apply to each contract at any tier of \$25,000 or more, and to each contract at any tier for a federally required audit (irrespective of the contract amount), and to each contract at any tier that must be approved by an FTA official irrespective of the contract amount. As such, the Contractor shall verify that its principals, affiliates, and subcontractors are eligible to participate in this federally funded contract and are not presently declared by any Federal department or agency to be:

- a) Debarred from participation in any federally assisted Award;
- b) Suspended from participation in any federally assisted Award;
- c) Proposed for debarment from participation in any federally assisted Award;
- d) Declared ineligible to participate in any federally assisted Award;
- e) Voluntarily excluded from participation in any federally assisted Award; or
- f) Disqualified from participation in any federally assisted Award.

By signing and submitting its bid or proposal, the bidder or proposer certifies as follows: The certification in this clause is a material representation of fact relied upon by the AGENCY. If it is later determined by the AGENCY that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to the AGENCY, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. part 180, subpart C, as supplemented by 2 C.F.R. part 1200, while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

Breach of Contract and Dispute Resolution:

Disputes: Disputes arising in the performance of this Contract which are not resolved by agreement of the parties shall be decided in writing by the authorized representative of the City, the City Administrator. This decision shall be final and conclusive unless within ten (10) calendar days from the date of receipt of its copy, the Contractor mails or otherwise furnishes a written appeal to the Fargo City Commission, 225 4th St N, Fargo, ND 58102. A hearing will be scheduled with the Fargo City Commission at the next regularly scheduled meeting. In connection with any such appeal, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its position at said hearing. The decision of the Fargo City Commission shall be binding upon the Contractor and the Contractor shall abide by the decision.

Performance During Dispute: Unless otherwise directed by the City, Contractor shall continue performance under this Contract while matters in dispute are being resolved.

Claims of Damages: Should either party to the Contract suffer injury or damage to person or property because of any act or omission of the party or of any of his employees, agents or others for whose acts he is legally liable, a claim for damages therefore shall be made in writing to such other party within a reasonable time after the first observance of such injury or damage.

Remedies: Unless this contract provides otherwise, all claims, counterclaims, disputes and other matters in question between the City and the Contractor arising out of or relating to this agreement or its breach will be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within the State of North Dakota.

Rights and Remedies: The duties and obligations imposed by this Agreement/Contract and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by the City or Contractor shall constitute a waiver of any right or duty afforded any of them under the Contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

Lobbying Restrictions:

The Proposer certifies that: No Federal appropriated funds have been paid or will be paid, by or on behalf of the Proposer, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form -LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including sub-contracts, sub-grants, and contracts under grants, loans, and cooperative agreement) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31,

U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure

Clean Air and Federal Water Pollution Control Act:

The Contractor agrees:

It will not use any violating facilities;

It will report the use of facilities placed on or likely to be placed on the U.S. EPA "List of Violating Facilities;"

It will report violations of use of prohibited facilities to FTA; and

It will comply with the inspection and other requirements of the Clean Air Act, as amended, (42 U.S.C. §§ 7401 – 7671q); and the Federal Water Pollution Control Act as amended, (33 U.S.C. §§ 1251-1387).

Contract Work Hours & Safety Standards Act:

The Contractor shall comply with all federal laws, regulations, and requirements providing wage and hour protections for non-construction employees, in accordance with 40 U.S.C. § 3702, Contract Work Hours and Safety Standards Act, and other relevant parts of that Act, 40 U.S.C. § 3701 et seq., and U.S. DOL regulations, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction (also Labor Standards Provisions Applicable to Non-construction Contracts Subject to the Contract Work Hours and Safety Standards Act)," 29 C.F.R. part 5.

The Contractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three (3) years from the completion of the contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid.

Such records maintained under this paragraph shall be made available by the Contractor for inspection, copying, or transcription by authorized representatives of the FTA and the Department of Labor, and the Contractor will permit such representatives to interview employees during working hours on the job.

The contractor shall require the inclusion of the language of this clause within subcontracts of all tiers.

Substance Abuse Requirements: Drug and Alcohol Testing:

The Contractor agrees to establish and implement a drug and alcohol testing program that complies with 49 C.F.R. part 655, produce any documentation necessary to establish its compliance with part 655, and permit any authorized representative of the United States Department of Transportation or its operating administrations, the State Oversight Agency of North Dakota or the City of Fargo, to inspect the facilities and records associated with the implementation of the drug and alcohol testing program as required under 49 C.F.R. part 655 and review the testing process. The Contractor agrees further to certify annually its compliance with part 655 before the start of the contract period and to submit the Management Information System (MIS) reports before the start of the contract to the City of Fargo Fleet Manager. To certify compliance, the Contractor shall use the "Substance Abuse Certifications" in the "Annual List of Certifications and Assurances for Federal Transit Administration Grants and Cooperative Agreements," which is published annually in the Federal Register.

Q3 / Q4 1.23.2026

FUEL BID TAB

		Northdale		HTP	
		Registration docs		Registration docs	
3rd Quarter (July 1 - Sept30)					
#2 Diesel Fuel	144,000	\$2.3600	yes	\$2.3660	yes
No-Lead 10% Ethonal 87 Octane	80,000	\$1.9600		\$1.9700	
4th Quarter (Oct 1 - Dec 31)					
#2 Diesel Fuel	144,000	\$2.2700		\$2.3370	
No-Lead 10% Ethonal 87 Octane	80,000	\$1.8000		\$1.8725	
		Avg \$/Gal		Avg \$/Gal	
Total Gallons #2	288,000	\$2.3150	\$ 666,720.00	\$2.3515	\$ 677,232.00
Total Gallons No-Lead	160,000	\$1.8800	\$ 300,800.00	\$1.9213	\$ 307,400.00
			\$ 967,520.00		\$ 984,632.00

City of Fargo

FORWARD CONTRACT

Contractor: Northdak Oil
3000 Heuffland Dr
Grand Forks, ND 58201

Buyer: City of Fargo
 225 4th ST. N
 Fargo, ND 58102

	Delivery Period	Quantity	Product	Price/Gallon
	2026			
3rd Quarter				
1	July 1 – Sept 30	144,000	#2 Diesel Fuel	2.36
2	July 1 – Sept 30	80,000	No-lead Ethanol 87 Octane	1.92
4th Quarter				
3	Oct 1 – Dec 31	144,000	#2 Diesel Fuel	2.27
4	Oct 1 – Dec 31	80,000	No-lead Ethanol 87 Octane	1.80

Price: Quoted price is per gallon and inclusive of:

- o Any local freight/delivery charges.
- o The Federal LUST (Leaking Underground Storage Tank) fee.(one-tenth of one cent per gallon)
- o North Dakota State Inspection fee.(one-fortieth of one cent per gallon)
- o Federal Oil Spill Recovery Fee

Demurrage Charge: \$ 55 per hour commencing with the second (2nd) hour.

Measurement: Terminal Meter Tickets (Gross Gallons)

Terms: Net 10 Days from Invoice Date

Sales Representative: Tyler Stockton
Procurement Manager

Buyer Representative: Allan Erickson
 City of Fargo

Credit: Credit shall be approved and within the established line.

City of Fargo Fuel Bid for 3rd and 4th Quarter of 2026
Due by 9:00 AM Central Time, Jan 23, 2026
Please list below your prices on a quarterly basis.

\$ Per Gallon will **INCLUDE**

Any local freight/delivery charges.

The Federal LUST (Leaking Underground Storage Tank) fee. (One tenth of one cent per gallon)

North Dakota State Inspection fee. (One-fortieth of one cent per gallon)

Federal Oil Spill Recovery Fee

<u>3rd Quarter (July 1 – Sep 30)</u>	<u>Gallons</u>	<u>Cost/Gallon</u>
#2 Diesel Fuel	144,000	<u>2.36</u>
No-Lead Ethanol 87 Octane	80,000	<u>1.962</u>
<u>4th Quarter (Oct 1 – Dec 31)</u>		
#2 Diesel Fuel	144,000	<u>2.27</u>
No-Lead Ethanol 87 Octane	80,000	<u>1.80</u>
Total Gallons #2	288,000	<u>\$ 666,720</u>
Total Gallons No-Lead	<u>160,000</u>	<u>\$ 300,960</u>
	448,000	
TOTAL		<u>\$ 967,680</u>

Demurrage Charge per hour after the first hour \$55

Vendor: Northdale Oil

Signature: [Handwritten Signature]

Title: Procurement Manager

Date: 1/23/26

Time: 8:45 AM

Approve: [Handwritten Signature]
 Fleet manager 1/23/26 9:04A



**PUBLIC
WORKS**

35

**FLEET MANAGEMENT, FORESTRY
STREETS & SEWERS
WATERMAINS & HYDRANTS**
402 23rd Street North
Fargo, ND 58102
Phone: 701.241.1453 | Fax: 701.241.8100
FargoND.gov

January 28, 2026

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

RE: Aggregate Materials, Concrete, Concrete Materials, Asphalt, Emulsified Asphalt and Black Dirt
RFP26064

Commissioners:

On January 26, 2026, proposals were received for Aggregate Materials, Concrete, Concrete Materials, Asphalt, Emulsified Asphalt and Black Dirt in response to RFP26064. Several different contractors submitted proposals for the different products requested. The results are shown below with the lowest prices in bold.

<u>Class 5 Gravel</u>	<u>Price Delivered (Ton)</u>	<u>Price Picked Up (Ton)</u>
Kost Materials	n/a	n/a
Earthwork Services	\$21.20	\$21.80
Amrize Midwest Inc.	\$22.25	\$22.25
Northern Improvement	n/a	n/a
Asplin Excavating Inc.	\$20.15	\$18.30
L.G. Everist, Inc.	n/a	n/a
<u>Crushed/Recycled Concrete</u>	<u>Price Delivered (Ton)</u>	<u>Price Picked Up (Ton)</u>
Kost Materials	\$27.00	\$23.00
Border States Paving	n/a	\$21.00
Earthwork Services	\$24.50	\$19.00
Amrize Midwest Inc.	\$26.00	\$20.00
Asplin Excavating Inc.	\$20.90	\$19.00
<u>NDDOT FAA 43 Hot Mix Asphalt</u>	<u>Price Delivered (Ton)</u>	<u>Price Picked Up (Ton)</u>
FM Asphalt	n/a	\$63.50
Northern Improvement	n/a	\$65.75
Border States Paving	n/a	\$59.00
<u>NDDOT Class 27 Hot Mix Asphalt</u>	<u>Price Delivered (Ton)</u>	<u>Price Picked Up (Ton)</u>
No Bids Received	n/a	n/a

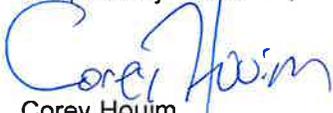
<u>3/8" Minus Hot Mix Asphalt</u> No Bids Received	<u>Price Delivered (Ton)</u> n/a	<u>Price Picked Up (Ton)</u> n/a
<u>3/8" Minus Cold Mix Asphalt</u> Northern Improvement	<u>Price Delivered (Ton)</u> n/a	<u>Price Picked Up (Ton)</u> \$196.00
<u>CRS-2 Emulsified Asphalt</u> Flint Hills RCM Specialties Inc.	<u>Price Delivered (Ton)</u> \$575.00 \$823.00	<u>Price Picked Up (Ton)</u> n/a n/a
<u>CSS-1h Emulsified Asphalt</u> Flint Hills	<u>Price Delivered (Ton)</u> n/a	<u>Price Picked Up (Ton)</u> \$480.00
<u>4000 PSI Concrete</u> Kost Material Amrize Midwest Inc.	<u>Price Delivered (CY)</u> \$175.00 \$189.00	<u>Price Picked Up (CY)</u> n/a n/a
<u>5000 PSI Concrete</u> Kost Material Amrize Midwest Inc.	<u>Price Delivered (CY)</u> \$181.00 \$193.00	<u>Price Picked Up (CY)</u> n/a n/a
<u>Fast-Track Concrete</u> Kost Material Amrize Midwest Inc.	<u>Price Delivered (CY)</u> \$187.00 \$203.00	<u>Price Picked Up (CY)</u> n/a n/a
<u>Controlled Density Fill Concrete (CDF)</u> Kost Material Amrize Midwest Inc.	<u>Price Delivered (CY)</u> \$130.00 \$140.00	<u>Price Picked Up (CY)</u> n/a n/a
<u>FA2 Crushed Granite</u> LG Everist	<u>Price Delivered (CY)</u> \$65.95	<u>Price Picked Up (CY)</u> \$31.20
<u>FA2.5 Crushed Granite</u> LG Everist	<u>Price Delivered (CY)</u> \$63.35	<u>Price Picked Up (CY)</u> \$28.60
<u>Concrete 24"X2" Rings</u> No Bids Received	<u>Price Delivered (Each)</u> n/a	<u>Price Picked Up (Each)</u> n/a
<u>Concrete 27"X2" Rings</u> No Bids Received	<u>Price Delivered (Each)</u> n/a	<u>Price Picked Up (Each)</u> n/a
<u>Concrete Base MCB-B4406</u> No Bids Received	<u>Price Delivered (Each)</u> n/a	<u>Price Picked Up (Each)</u> n/a
<u>Concrete Barrel MCB-H-27-2.00SIH</u> No Bids Received	<u>Price Delivered (Each)</u> n/a	<u>Price Picked Up (Each)</u> n/a
<u>#4x20' Epoxy Coated Rebar Grade 60</u> No Bids Received No Bids Received	<u>Price Delivered (PB)</u> n/a n/a	<u>Price Picked Up (PB)</u> n/a n/a

<u>Black Dirt</u>	<u>Price Delivered (CY)</u>	<u>Price Picked Up (CY)</u>
Amrize Midwest Inc.	\$39.50	\$39.50
Asplin Excavating Inc.	\$42.50	\$40.00
Earthwork Services	\$36.50	\$31.00

RECOMMENDATION:

RFP26064: I/we suggest motion to award the individual items of the Aggregate Materials, Concrete, Concrete Materials, Asphalt, Emulsified Asphalt, and Black Dirt as indicated in bold lettering above.
RFP26064

Respectfully submitted,



Corey Houim
Services Manager
 Fargo Public Works

RFP RESULTS (RFP 26064) - AGGREGATE MATERIALS
January 26, 2026

<u>Class 5/Ton</u>		
Company	Delivered	Picked Up
Kost Materials	n/a	n/a
Earthwork Services	\$21.20	\$21.80
Amrize Midwest Inc.	\$22.25	\$22.25
Northern Improvement	n/a	n/a
Asplin Excavating Inc.	\$20.15	\$18.30
L.G. Everist, Inc.	n/a	n/a

<u>CRS-2 Emulsified Asphalt/Ton</u>		
Company	Delivered	Picked Up
Flint Hills	\$575.00	n/a
RCM Specialties Inc	\$823.00	n/a

<u>CSS-1h Emulsified Asphalt/Ton</u>		
Company	Delivered	Picked Up
Flint Hills	n/a	\$480.00

<u>FA2 Crushed Granite/Ton</u>		
Company	Delivered	Picked Up
L.G. Everist, Inc.	\$65.95	\$31.20

<u>Crushed/Recycled Concrete/Ton</u>		
Company	Delivered	Picked Up
Kost Materials	\$27.00	\$23.00
Border States Paving	n/a	\$21.00
Earthwork Services	\$24.50	\$19.00
Amrize Midwest Inc.	\$26.00	\$20.00
Asplin Excavating Inc.	\$20.90	\$19.00

<u>FA2.5 Crushed Granite/Ton</u>		
Company	Delivered	Picked Up
L.G. Everist, Inc.	\$63.35	\$28.60

<u>Asphalt/Ton</u>			
Company	FAA 43	3/8 Minus	OmegaMix
FM Asphalt	\$63.50	n/a	n/a
Northern Improvement	\$65.75	n/a	\$196.00
Border States Paving	\$59.00	n/a	n/a

<u>Concrete/CY</u>				
Company	4000 PSI	5000 PSI	Fast-Track	CDF
Kost Material	\$175.00	\$181.00	\$187.00	\$130.00
Amrize Midwest Inc.	\$189.00	\$193.00	\$203.00	\$140.00

<u>Concrete Materials</u>				
Company	24"X2" Rings	27"x2" Rings	Concrete Base MCB-B4406	Concrete Barrel MCB-H-27-2.00SIH
No Bids	n/a	n/a	n/a	n/a

<u>#4x20' Epoxy Coated Rebar Grade 60</u>		
Company	Delivered	Picked Up
No Bids	n/a	n/a
No Bids	n/a	n/a

<u>Black Dirt</u>		
Company	Delivered	Picked Up
Amrize Midwest Inc.	\$39.50	\$39.50
Asplin Excavating Inc.	\$42.50	\$40.00
Earthwork Services	\$36.50	\$31.00



**Request for Proposal
Aggregate Materials, Asphalt, Emulsified Asphalt,
Concrete, Concrete Materials and Black Dirt**

RFP26064

City of Fargo Request for Proposal

The Fargo Public Works Department within the City of Fargo is requesting individual proposals for aggregate materials, asphalt, emulsified asphalt, concrete, concrete materials and black dirt. Upon completion of the evaluation by the selection committee an order may be placed. Proposals must be uploaded to fargond.bonfirehub.com/. Proposals will be received until **2:00 P.M. Central Standard Time Monday, January 26, 2026.**

Need Help?

Please contact Bonfire at Support@GoBonfire.com for technical questions related to your submission.

CITY OF FARGO RIGHTS

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Public Works Operational Questions:

Corey Houim
PW Services Manger
402 23rd St. N
Fargo, ND 58102

Email: Chouim@FargoND.gov
Phone: (701) 476-6603
Fax: (701) 241-8100

Aggregate Materials, Asphalt, Emulsified Asphalt, Concrete, Concrete Materials and Black Dirt Specifications

1.0 INTENT

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Aggregate Materials

Material Description	Unit of Measure(U/M)	Unit Price Picked Up	Unit Price Delivered
Class 5 Gravel*	TON	\$ 22.25	\$ 22.25
Exceptions, Deviations, Minimum Orders:			

* Specifications to follow NDDOT Standard Specifications for Road and Bridge Construction and City of Fargo Standard Specifications for Construction.

Material Description	Unit of Measure(U/M)	Unit Price Picked Up	Unit Price Delivered
Crushed/Recycled Concrete*	TON	\$ 20.00	26.00
Exceptions, Deviations, Minimum Orders:			

* Specifications to follow NDDOT Standard Specifications for Road and Bridge Construction and City of Fargo Standard Specifications for Construction.

Material Description	Unit of Measure(U/M)	Unit Price Picked Up	Unit Price Delivered
FA2 Crushed Granite	TON	NA	
Exceptions, Deviations, Minimum Orders:			

Material Description	Unit of Measure(U/M)	Unit Price Picked Up	Unit Price Delivered
FA2.5 Crushed Granite	TON	NA	
Exceptions, Deviations, Minimum Orders:			

Asphalt and Emulsified Asphalt

Material Description	Unit of Measure(U/M)	Unit Price Picked Up	Unit Price Delivered
NDDOT FAA 43 Hot Mix Asphalt*	TON	NA	
Exceptions, Deviations, Minimum Orders:			

* Specifications to follow NDDOT Standard Specifications for Road and Bridge Construction and City of Fargo Standard Specifications for Construction.

Material Description	Unit of Measure(U/M)	Unit Price Picked Up	Unit Price Delivered
3/8" Minus Hot Mix Asphalt*	TON	NA	
Exceptions, Deviations, Minimum Orders:			

* Specifications to follow NDDOT Standard Specifications for Road and Bridge Construction and City of Fargo Standard Specifications for Construction.

Material Description	Unit of Measure(U/M)	Unit Price Picked Up	Unit Price Delivered
3/8" Minus Cold Mix Asphalt*	TON	NA	
Exceptions, Deviations, Minimum Orders:			

* Specifications to follow NDDOT Standard Specifications for Road and Bridge Construction and City of Fargo Standard Specifications for Construction.

Material Description	Unit of Measure(U/M)	Unit Price Picked Up	Unit Price Delivered
CRS-2 Emulsified Asphalt*	TON	NA	
Exceptions, Deviations, Minimum Orders:			

* Specifications to follow NDDOT Standard Specifications for Road and Bridge Construction and City of Fargo Standard Specifications for Construction.

Material Description	Unit of Measure(U/M)	Unit Price Picked Up	Unit Price Delivered
CSS-1h Emulsified Asphalt*	TON	NA	
Exceptions, Deviations, Minimum Orders:			

* Specifications to follow NDDOT Standard Specifications for Road and Bridge Construction and City of Fargo Standard Specifications for Construction.

Concrete and Concrete Materials

Material Description	Unit of Measure(U/M)	Unit Price Picked Up	Unit Price Delivered
4000 PSI Concrete* COFH30	CY	\$ 189.00	189.00
Exceptions, Deviations, Minimum Orders:			

* Specifications to follow NDDOT Standard Specifications for Road and Bridge Construction and City of Fargo Standard Specifications for Construction.

Material Description	Unit of Measure(U/M)	Unit Price Picked Up	Unit Price Delivered
5000 PSI Concrete* 71A20 ECA	CY	\$ 193.00	\$ 193.00
Exceptions, Deviations, Minimum Orders:			

* Specifications to follow NDDOT Standard Specifications for Road and Bridge Construction and City of Fargo Standard Specifications for Construction.

Material Description	Unit of Measure(U/M)	Unit Price Picked Up	Unit Price Delivered
Fast-Track Concrete* [P] 2012	CY	\$ 203.00	203.00
Exceptions, Deviations, Minimum Orders:			

* Specifications to follow NDDOT Standard Specifications for Road and Bridge Construction and City of Fargo Standard Specifications for Construction.

Material Description	Unit of Measure(U/M)	Unit Price Picked Up	Unit Price Delivered
Controlled Density Fill Concrete (CDF)*	CY	\$ 140. ⁰⁰	\$ 140. ⁰⁰
Exceptions, Deviations, Minimum Orders:			

* Specifications to follow NDDOT Standard Specifications for Road and Bridge Construction and City of Fargo Standard Specifications for Construction.

Material Description	Unit of Measure(U/M)	Unit Price Picked Up	Unit Price Delivered
#4 x 20' Epoxy Coated Rebar Grade 60 13.36lbs*	PER/LIFT APPROX 150 STICKS	NA	
Exceptions, Deviations, Minimum Orders:			

* Specifications to follow NDDOT Standard Specifications for Road and Bridge Construction and City of Fargo Standard Specifications for Construction.

Material Description	Unit of Measure(U/M)	Unit Price Picked Up	Unit Price Delivered
24" X 2" Concrete MH Adjusting Rings*	EACH	NA	
Exceptions, Deviations, Minimum Orders:			

* Specifications to follow NDDOT Standard Specifications for Road and Bridge Construction and City of Fargo Standard Specifications for Construction.

Material Description	Unit of Measure(U/M)	Unit Price Picked Up	Unit Price Delivered
27" X 2" Concrete MH Adjusting Rings*	EACH	NA	
Exceptions, Deviations, Minimum Orders:			

* Specifications to follow NDDOT Standard Specifications for Road and Bridge Construction and City of Fargo Standard Specifications for Construction.

Material Description	Unit of Measure(U/M)	Unit Price Picked Up	Unit Price Delivered
Concrete Base MCB-B4406 CB, BASE,44"x6"*	EACH	NA	
Exceptions, Deviations, Minimum Orders:			

* Specifications to follow NDDOT Standard Specifications for Road and Bridge Construction and City of Fargo Standard Specifications for Construction.

Material Description	Unit of Measure(U/M)	Unit Price Picked Up	Unit Price Delivered
Concrete Base MCB-H27-2.00S1H CB,H27,2.00FT,STK, 1-HOLE*	EACH	NA	
Exceptions, Deviations, Minimum Orders:			

* Specifications to follow NDDOT Standard Specifications for Road and Bridge Construction and City of Fargo Standard Specifications for Construction

Black Dirt

Material Description	Unit of Measure(U/M)	Unit Price Picked Up	Unit Price Delivered
Screened Black Dirt	Per/Yard	\$ 39.50	\$ 39.50
Exceptions, Deviations, Minimum Orders:			

Aggregate Materials, Asphalt, Emulsified Asphalt, Concrete, Concrete Materials and Black Dirt Specifications

Company Name: Amvize Midwest Inc.

By: Dale Lund
(Print Name)

Title: Sales Representative

Signature: Dale W

Date: _____



**Request for Proposal
Aggregate Materials, Asphalt, Emulsified Asphalt,
Concrete, Concrete Materials and Black Dirt**

RFP26064

City of Fargo Request for Proposal

The Fargo Public Works Department within the City of Fargo is requesting individual proposals for aggregate materials, asphalt, emulsified asphalt, concrete, concrete materials and black dirt. Upon completion of the evaluation by the selection committee an order may be placed. Proposals must be uploaded to fargond.bonfirehub.com/. Proposals will be received until **2:00 P.M. Central Standard Time Monday, January 26, 2026.**

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Aggregate Materials, Asphalt, Emulsified Asphalt, Concrete, Concrete Materials and Black Dirt Specifications

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Aggregate Materials

Material Description	Unit of Measure(U/M)	Unit Price Picked Up	Unit Price Delivered
Class 5 Gravel*	TON	\$18.30	\$20.15
Exceptions, Deviations, Minimum Orders: To avoid delivery charges you must get at least 10 ton in a tandem or 20 ton in a semi. Local delivery only. Fuel surcharges may apply. 15% upcharge in winter (12/1 - 3/31).			

* Specifications to follow NDDOT Standard Specifications for Road and Bridge Construction and City of Fargo Standard Specifications for Construction.

The crushed concrete meets ND Class 5 spec.

Material Description	Unit of Measure(U/M)	Unit Price Picked Up	Unit Price Delivered
Crushed/Recycled Concrete*	TON	\$19.00	\$20.90
Exceptions, Deviations, Minimum Orders: Same as above.			

* Specifications to follow NDDOT Standard Specifications for Road and Bridge Construction and City of Fargo Standard Specifications for Construction.

Material Description	Unit of Measure(U/M)	Unit Price Picked Up	Unit Price Delivered
FA2 Crushed Granite	TON		
Exceptions, Deviations, Minimum Orders: NO BID			

Material Description	Unit of Measure(U/M)	Unit Price Picked Up	Unit Price Delivered
FA2.5 Crushed Granite	TON		
Exceptions, Deviations, Minimum Orders: NO BID			

Asphalt and Emulsified Asphalt

Material Description	Unit of Measure(U/M)	Unit Price Picked Up	Unit Price Delivered
NDDOT FAA 43 Hot Mix Asphalt*	TON		
Exceptions, Deviations, Minimum Orders: <p style="text-align: center;">NO BID</p>			

* Specifications to follow NDDOT Standard Specifications for Road and Bridge Construction and City of Fargo Standard Specifications for Construction.

Material Description	Unit of Measure(U/M)	Unit Price Picked Up	Unit Price Delivered
3/8" Minus Hot Mix Asphalt*	TON		
Exceptions, Deviations, Minimum Orders: <p style="text-align: center;">NO BID</p>			

* Specifications to follow NDDOT Standard Specifications for Road and Bridge Construction and City of Fargo Standard Specifications for Construction.

Material Description	Unit of Measure(U/M)	Unit Price Picked Up	Unit Price Delivered
3/8" Minus Cold Mix Asphalt*	TON		
Exceptions, Deviations, Minimum Orders: <p style="text-align: center;">NO BID</p>			

* Specifications to follow NDDOT Standard Specifications for Road and Bridge Construction and City of Fargo Standard Specifications for Construction.

Material Description	Unit of Measure(U/M)	Unit Price Picked Up	Unit Price Delivered
CRS-2 Emulsified Asphalt*	TON		
Exceptions, Deviations, Minimum Orders: <p style="text-align: center;">NO BID</p>			

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Material Description	Unit of Measure(U/M)	Unit Price Picked Up	Unit Price Delivered
CSS-1h Emulsified Asphalt*	TON		
Exceptions, Deviations, Minimum Orders: NO BID			

* Specifications to follow NDDOT Standard Specifications for Road and Bridge Construction and City of Fargo Standard Specifications for Construction.

Concrete and Concrete Materials

Material Description	Unit of Measure(U/M)	Unit Price Picked Up	Unit Price Delivered
4000 PSI Concrete*	CY		
Exceptions, Deviations, Minimum Orders: NO BID			

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Material Description	Unit of Measure(U/M)	Unit Price Picked Up	Unit Price Delivered
5000 PSI Concrete*	CY		
Exceptions, Deviations, Minimum Orders: NO BID			

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Material Description	Unit of Measure(U/M)	Unit Price Picked Up	Unit Price Delivered
Fast-Track Concrete*	CY		
Exceptions, Deviations, Minimum Orders: NO BID			

* Specifications to follow NDDOT Standard Specifications for Road and Bridge Construction and City of Fargo Standard Specifications for Construction.

Material Description	Unit of Measure(U/M)	Unit Price Picked Up	Unit Price Delivered
Controlled Density Fill Concrete (CDF)*	CY		
Exceptions, Deviations, Minimum Orders: <p style="text-align: center;">NO BID</p>			

* Specifications to follow NDDOT Standard Specifications for Road and Bridge Construction and City of Fargo Standard Specifications for Construction.

Material Description	Unit of Measure(U/M)	Unit Price Picked Up	Unit Price Delivered
#4 x 20' Epoxy Coated Rebar Grade 60 13.36lbs*	PER/LIFT APPROX 150 STICKS		
Exceptions, Deviations, Minimum Orders: <p style="text-align: center;">NO BID</p>			

* Specifications to follow NDDOT Standard Specifications for Road and Bridge Construction and City of Fargo Standard Specifications for Construction.

Material Description	Unit of Measure(U/M)	Unit Price Picked Up	Unit Price Delivered
24" X 2" Concrete MH Adjusting Rings*	EACH		
Exceptions, Deviations, Minimum Orders: <p style="text-align: center;">NO BID</p>			

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Material Description	Unit of Measure(U/M)	Unit Price Picked Up	Unit Price Delivered
27" X 2" Concrete MH Adjusting Rings*	EACH		
Exceptions, Deviations, Minimum Orders: <p style="text-align: center;">NO BID</p>			

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Material Description	Unit of Measure(U/M)	Unit Price Picked Up	Unit Price Delivered
Concrete Base MCB-B4406 CB, BASE, 44"x6"*	EACH		
Exceptions, Deviations, Minimum Orders: <p style="text-align: center;">NO BID</p>			

* Specifications to follow NDDOT Standard Specifications for Road and Bridge Construction and City of Fargo Standard Specifications for Construction.

Material Description	Unit of Measure(U/M)	Unit Price Picked Up	Unit Price Delivered
Concrete Base MCB-H27-2.00S1H CB, H27, 2.00FT, STK, 1-HOLE*	EACH		
Exceptions, Deviations, Minimum Orders: <p style="text-align: center;">NO BID</p>			

* Specifications to follow NDDOT Standard Specifications for Road and Bridge Construction and City of Fargo Standard Specifications for Construction

Black Dirt

Material Description	Unit of Measure(U/M)	Unit Price Picked Up	Unit Price Delivered
Screened Black Dirt	Per/Yard	\$40.00	\$42.50
Exceptions, Deviations, Minimum Orders: To avoid delivery charges you must get at least 7 cubic yards in a tandem or 14 cubic yards in a semi. Local delivery only. Fuel surcharges may apply. 15% upcharge in winter (12/1 - 3/31).			

**Aggregate Materials, Asphalt, Emulsified Asphalt,
Concrete, Concrete Materials and Black Dirt
Specifications**

Company Name: Asplin Excavating, Inc.

By: Sarah Asplin
(Print Name)

Title: Office Manager

Signature: 

Date: 1-21-26



**Request for Proposal
Aggregate Materials, Asphalt, Emulsified Asphalt,
Concrete, Concrete Materials and Black Dirt**

RFP26064

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Aggregate Materials

Material Description	Unit of Measure(U/M)	Unit Price Picked Up	Unit Price Delivered
Class 5 Gravel*	TON		
Exceptions, Deviations, Minimum Orders:			

* Specifications to follow NDDOT Standard Specifications for Road and Bridge Construction and City of Fargo Standard Specifications for Construction.

Material Description	Unit of Measure(U/M)	Unit Price Picked Up	Unit Price Delivered
Crushed/Recycled Concrete*	TON	\$21.00	
Exceptions, Deviations, Minimum Orders:			

* Specifications to follow NDDOT Standard Specifications for Road and Bridge Construction and City of Fargo Standard Specifications for Construction.

Material Description	Unit of Measure(U/M)	Unit Price Picked Up	Unit Price Delivered
FA2 Crushed Granite	TON		
Exceptions, Deviations, Minimum Orders:			

Material Description	Unit of Measure(U/M)	Unit Price Picked Up	Unit Price Delivered
FA2.5 Crushed Granite	TON		
Exceptions, Deviations, Minimum Orders:			

Asphalt and Emulsified Asphalt

Material Description	Unit of Measure(U/M)	Unit Price Picked Up	Unit Price Delivered
NDDOT FAA 43 Hot Mix Asphalt*	TON	\$59.00	
Exceptions, Deviations, Minimum Orders:			

* Specifications to follow NDDOT Standard Specifications for Road and Bridge Construction and City of Fargo Standard Specifications for Construction.

Material Description	Unit of Measure(U/M)	Unit Price Picked Up	Unit Price Delivered
3/8” Minus Hot Mix Asphalt*	TON		
Exceptions, Deviations, Minimum Orders:			

* Specifications to follow NDDOT Standard Specifications for Road and Bridge Construction and City of Fargo Standard Specifications for Construction.

Material Description	Unit of Measure(U/M)	Unit Price Picked Up	Unit Price Delivered
3/8” Minus Cold Mix Asphalt*	TON		
Exceptions, Deviations, Minimum Orders:			

* Specifications to follow NDDOT Standard Specifications for Road and Bridge Construction and City of Fargo Standard Specifications for Construction.

Material Description	Unit of Measure(U/M)	Unit Price Picked Up	Unit Price Delivered
CRS-2 Emulsified Asphalt*	TON		
Exceptions, Deviations, Minimum Orders:			

* Specifications to follow NDDOT Standard Specifications for Road and Bridge Construction and City of Fargo Standard Specifications for Construction.

Material Description	Unit of Measure(U/M)	Unit Price Picked Up	Unit Price Delivered
CSS-1h Emulsified Asphalt*	TON	\$5.00	
Exceptions, Deviations, Minimum Orders: Continent on purchase of FAA 43 also being awarded			

* Specifications to follow NDDOT Standard Specifications for Road and Bridge Construction and City of Fargo Standard Specifications for Construction.

Concrete and Concrete Materials

Material Description	Unit of Measure(U/M)	Unit Price Picked Up	Unit Price Delivered
4000 PSI Concrete*	CY		
Exceptions, Deviations, Minimum Orders:			

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Material Description	Unit of Measure(U/M)	Unit Price Picked Up	Unit Price Delivered
5000 PSI Concrete*	CY		
Exceptions, Deviations, Minimum Orders:			

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Material Description	Unit of Measure(U/M)	Unit Price Picked Up	Unit Price Delivered
Fast-Track Concrete*	CY		
Exceptions, Deviations, Minimum Orders:			

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Material Description	Unit of Measure(U/M)	Unit Price Picked Up	Unit Price Delivered
Controlled Density Fill Concrete (CDF)*	CY		
Exceptions, Deviations, Minimum Orders:			

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Material Description	Unit of Measure(U/M)	Unit Price Picked Up	Unit Price Delivered
#4 x 20' Epoxy Coated Rebar Grade 60 13.36lbs*	PER/LIFT APPROX 150 STICKS		
Exceptions, Deviations, Minimum Orders:			

* Specifications to follow NDDOT Standard Specifications for Road and Bridge Construction and City of Fargo Standard Specifications for Construction.

Material Description	Unit of Measure(U/M)	Unit Price Picked Up	Unit Price Delivered
24" X 2" Concrete MH Adjusting Rings*	EACH		
Exceptions, Deviations, Minimum Orders:			

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Material Description	Unit of Measure(U/M)	Unit Price Picked Up	Unit Price Delivered
27" X 2" Concrete MH Adjusting Rings*	EACH		
Exceptions, Deviations, Minimum Orders:			

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Material Description	Unit of Measure(U/M)	Unit Price Picked Up	Unit Price Delivered
Concrete Base MCB-B4406 CB, BASE,44"x6"*	EACH		
Exceptions, Deviations, Minimum Orders:			

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Material Description	Unit of Measure(U/M)	Unit Price Picked Up	Unit Price Delivered
Concrete Base MCB-H27-2.00S1H CB,H27,2.00FT,STK, 1-HOLE*	EACH		
Exceptions, Deviations, Minimum Orders:			

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Black Dirt

Material Description	Unit of Measure(U/M)	Unit Price Picked Up	Unit Price Delivered
Screened Black Dirt	Per/Yard		
Exceptions, Deviations, Minimum Orders:			

Aggregate Materials, Asphalt, Emulsified Asphalt, Concrete, Concrete Materials and Black Dirt Specifications

Company Name: Border States Paving, Inc.

By: Camden Larson
(Print Name)

Title: Estimator / Project Manager

Signature:  _____

Date: 1/22/2026



**Request for Proposal
Aggregate Materials, Asphalt, Emulsified Asphalt,
Concrete, Concrete Materials and Black Dirt**

RFP26064

City of Fargo Request for Proposal

The Fargo Public Works Department within the City of Fargo is requesting individual proposals for aggregate materials, asphalt, emulsified asphalt, concrete, concrete materials and black dirt. Upon completion of the evaluation by the selection committee an order may be placed. Proposals must be uploaded to fargond.bonfirehub.com/. Proposals will be received until **2:00 P.M. Central Standard Time Monday, January 26, 2026.**

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The City hereby notifies all proposers that it will affirmatively insure that in regard to any contract entered into, pursuant to this request, minority business enterprises will be afforded full opportunity and are encouraged to submit proposals in response to this invitation and will not be discriminated against on the grounds of race, color, sex, or national origin in consideration for an award. The City reserves the right to accept or reject any and all proposals that are in the best interest of the City. All questions and inquiries will be addressed to:

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Corey Houim
PW Services Manger
402 23rd St. N
Fargo, ND 58102

Email: Chouim@FargoND.gov
Phone: (701) 476-6603
Fax: (701) 241-8100

Aggregate Materials, Asphalt, Emulsified Asphalt, Concrete, Concrete Materials and Black Dirt Specifications

1.0 INTENT

It is the intent of this specification to provide for the purchase of aggregate materials, asphalt, emulsified asphalt, concrete, concrete materials and black dirt to be used by the Fargo Public Works Department.

The Fargo Public Works Department has evaluated different types of aggregate materials, asphalt, emulsified asphalt, concrete, concrete materials and black dirt and has determined that this published specification is best suited for the FPW needs in terms of quality and features. This specification shall not be interpreted as restrictive but rather as a measure of quality and performance against which all other materials will be compared. All materials furnished will meet or exceed City of Fargo Standard Specifications for Construction (Rev. 2021 or newer) or the NDDOT Standard Specifications for Road and Bridge Construction (Rev. 2022 or newer).

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2.0 EQUIVALENT PRODUCT

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3.0 INTERPRETATIONS

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4.0 GENERAL

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Aggregate Materials

Material Description	Unit of Measure(U/M)	Unit Price Picked Up	Unit Price Delivered
Class 5 Gravel*	TON	21.80	21.20
Exceptions, Deviations, Minimum Orders: <i>Delivered in full semi's</i>			

* Specifications to follow NDDOT Standard Specifications for Road and Bridge Construction and City of Fargo Standard Specifications for Construction.

Material Description	Unit of Measure(U/M)	Unit Price Picked Up	Unit Price Delivered
Crushed/Recycled Concrete*	TON	19.00	24.50
Exceptions, Deviations, Minimum Orders:			

* Specifications to follow NDDOT Standard Specifications for Road and Bridge Construction and City of Fargo Standard Specifications for Construction.

Material Description	Unit of Measure(U/M)	Unit Price Picked Up	Unit Price Delivered
FA2 Crushed Granite	TON		
Exceptions, Deviations, Minimum Orders:			

Material Description	Unit of Measure(U/M)	Unit Price Picked Up	Unit Price Delivered
FA2.5 Crushed Granite	TON		
Exceptions, Deviations, Minimum Orders:			

Asphalt and Emulsified Asphalt

Material Description	Unit of Measure(U/M)	Unit Price Picked Up	Unit Price Delivered
NDDOT FAA 43 Hot Mix Asphalt*	TON		
Exceptions, Deviations, Minimum Orders:			

* Specifications to follow NDDOT Standard Specifications for Road and Bridge Construction and City of Fargo Standard Specifications for Construction.

Material Description	Unit of Measure(U/M)	Unit Price Picked Up	Unit Price Delivered
3/8" Minus Hot Mix Asphalt*	TON		
Exceptions, Deviations, Minimum Orders:			

* Specifications to follow NDDOT Standard Specifications for Road and Bridge Construction and City of Fargo Standard Specifications for Construction.

Material Description	Unit of Measure(U/M)	Unit Price Picked Up	Unit Price Delivered
3/8" Minus Cold Mix Asphalt*	TON		
Exceptions, Deviations, Minimum Orders:			

* Specifications to follow NDDOT Standard Specifications for Road and Bridge Construction and City of Fargo Standard Specifications for Construction.

Material Description	Unit of Measure(U/M)	Unit Price Picked Up	Unit Price Delivered
CRS-2 Emulsified Asphalt*	TON		
Exceptions, Deviations, Minimum Orders:			

* Specifications to follow NDDOT Standard Specifications for Road and Bridge Construction and City of Fargo Standard Specifications for Construction.

Material Description	Unit of Measure(U/M)	Unit Price Picked Up	Unit Price Delivered
CSS-1h Emulsified Asphalt*	TON		
Exceptions, Deviations, Minimum Orders:			

* Specifications to follow NDDOT Standard Specifications for Road and Bridge Construction and City of Fargo Standard Specifications for Construction.

Concrete and Concrete Materials

Material Description	Unit of Measure(U/M)	Unit Price Picked Up	Unit Price Delivered
4000 PSI Concrete*	CY		
Exceptions, Deviations, Minimum Orders:			

* Specifications to follow NDDOT Standard Specifications for Road and Bridge Construction and City of Fargo Standard Specifications for Construction.

Material Description	Unit of Measure(U/M)	Unit Price Picked Up	Unit Price Delivered
5000 PSI Concrete*	CY		
Exceptions, Deviations, Minimum Orders:			

* Specifications to follow NDDOT Standard Specifications for Road and Bridge Construction and City of Fargo Standard Specifications for Construction.

Material Description	Unit of Measure(U/M)	Unit Price Picked Up	Unit Price Delivered
Fast-Track Concrete*	CY		
Exceptions, Deviations, Minimum Orders:			

* Specifications to follow NDDOT Standard Specifications for Road and Bridge Construction and City of Fargo Standard Specifications for Construction.

Material Description	Unit of Measure(U/M)	Unit Price Picked Up	Unit Price Delivered
Controlled Density Fill Concrete (CDF)*	CY		
Exceptions, Deviations, Minimum Orders:			

* Specifications to follow NDDOT Standard Specifications for Road and Bridge Construction and City of Fargo Standard Specifications for Construction.

Material Description	Unit of Measure(U/M)	Unit Price Picked Up	Unit Price Delivered
#4 x 20' Epoxy Coated Rebar Grade 60 13.36lbs*	PER/LIFT APPROX 150 STICKS		
Exceptions, Deviations, Minimum Orders:			

* Specifications to follow NDDOT Standard Specifications for Road and Bridge Construction and City of Fargo Standard Specifications for Construction.

Material Description	Unit of Measure(U/M)	Unit Price Picked Up	Unit Price Delivered
24" X 2" Concrete MH Adjusting Rings*	EACH		
Exceptions, Deviations, Minimum Orders:			

* Specifications to follow NDDOT Standard Specifications for Road and Bridge Construction and City of Fargo Standard Specifications for Construction.

Material Description	Unit of Measure(U/M)	Unit Price Picked Up	Unit Price Delivered
27" X 2" Concrete MH Adjusting Rings*	EACH		
Exceptions, Deviations, Minimum Orders:			

* Specifications to follow NDDOT Standard Specifications for Road and Bridge Construction and City of Fargo Standard Specifications for Construction.

Material Description	Unit of Measure(U/M)	Unit Price Picked Up	Unit Price Delivered
Concrete Base MCB-B4406 CB, BASE,44"x6"*	EACH		
Exceptions, Deviations, Minimum Orders:			

* Specifications to follow NDDOT Standard Specifications for Road and Bridge Construction and City of Fargo Standard Specifications for Construction.

Material Description	Unit of Measure(U/M)	Unit Price Picked Up	Unit Price Delivered
Concrete Base MCB-H27-2.00S1H CB,H27,2.00FT,STK, 1-HOLE*	EACH		
Exceptions, Deviations, Minimum Orders:			

* Specifications to follow NDDOT Standard Specifications for Road and Bridge Construction and City of Fargo Standard Specifications for Construction

Black Dirt

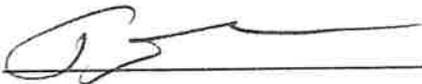
Material Description	Unit of Measure(U/M)	Unit Price Picked Up	Unit Price Delivered
Screened Black Dirt	Per/Yard	31.00	36.50
Exceptions, Deviations, Minimum Orders:			

**Aggregate Materials, Asphalt, Emulsified Asphalt,
Concrete, Concrete Materials and Black Dirt
Specifications**

Company Name: Earthwork Services

By: Trent Duda
(Print Name)

Title: President

Signature: 

Date: 1-21-26



January 26, 2026

Subject: Fargo, ND

Flint Hills Resources, LP (FHR) is pleased to offer the following quotations for your bituminous requirements for the 2026 paving season. Buyer hereby accepts the FHR Standard Terms of Sale, which may be found in the link at the bottom of this page and are incorporated as part of this Agreement.

CSS-1H	\$480/ton delivered from Fargo
CRS-2	\$575/ton delivered from St. Paul

Sampling and testing of the product listed on the BOL will be conducted in accordance with the Quality Control Plan for Asphaltic Materials most recently submitted to the Minnesota Department of Transportation. Acceptance of, or purchase from, a Sales Agreement corresponding to this bid document will be construed as acceptance of this testing process and/or any other Flint Hills Resources, LP change, modification, or deletion contained herein.

All product orders should be made at least 24 hours in advance.

This quote is good for 3 days from the date above unless otherwise agreed to, in writing, from FHR and is subject to any other conditions listed below. All sales require a valid line of credit be established with FHR

Additional Considerations:

1. Emulsions are available from May 1, 2026 - September 15, 2026.

Sincerely,

A handwritten signature in black ink that reads 'Randy Holladay'.

Randy Holladay
Account Manager
Flint Hills Resources, LP
Randy.Holladay@fhr.com

UNLESS OTHERWISE AGREED TO IN WRITING BY BOTH PARTIES, THIS SALES AGREEMENT IS SUBJECT TO THE FLINT HILLS RESOURCES, LP STANDARD TERMS OF SALE – ASPHALT, AVAILABLE AT: <https://www.fhr.com/resources/asphalt-policies>. THE STSA MAY BE MODIFIED BY SELLER AT ANY TIME WITHOUT NOTICE TO BUYER, AND FUTURE DELIVERIES OF PRODUCT UNDER THIS SALES AGREEMENT ARE SUBJECT TO THE VERSION OF THE STSA IN EFFECT AND POSTED AT THE TIME BUYER ACCEPTS SUCH DELIVERY.



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Fargo, ND 58102

Email: Chouim@FargoND.gov
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Aggregate Materials

Material Description	Unit of Measure(U/M)	Unit Price Picked Up	Unit Price Delivered
Class 5 Gravel*	TON	No BID	
Exceptions, Deviations, Minimum Orders:			

* Specifications to follow NDDOT Standard Specifications for Road and Bridge Construction and City of Fargo Standard Specifications for Construction.

Material Description	Unit of Measure(U/M)	Unit Price Picked Up	Unit Price Delivered
Crushed/Recycled Concrete*	TON	No BID	
Exceptions, Deviations, Minimum Orders:			

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Material Description	Unit of Measure(U/M)	Unit Price Picked Up	Unit Price Delivered
FA2 Crushed Granite	TON	No BID	
Exceptions, Deviations, Minimum Orders:			

Material Description	Unit of Measure(U/M)	Unit Price Picked Up	Unit Price Delivered
FA2.5 Crushed Granite	TON	No BID	
Exceptions, Deviations, Minimum Orders:			

Asphalt and Emulsified Asphalt

Material Description	Unit of Measure(U/M)	Unit Price Picked Up	Unit Price Delivered
NDDOT FAA 43 Hot Mix Asphalt*	TON	# 43 ⁵⁰	NO BID
Exceptions, Deviations, Minimum Orders:			

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Material Description	Unit of Measure(U/M)	Unit Price Picked Up	Unit Price Delivered
3/8" Minus Hot Mix Asphalt*	TON		NO BID
Exceptions, Deviations, Minimum Orders:			

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Material Description	Unit of Measure(U/M)	Unit Price Picked Up	Unit Price Delivered
3/8" Minus Cold Mix Asphalt*	TON		NO BID
Exceptions, Deviations, Minimum Orders:			

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Material Description	Unit of Measure(U/M)	Unit Price Picked Up	Unit Price Delivered
CRS-2 Emulsified Asphalt*	TON		NO BID
Exceptions, Deviations, Minimum Orders:			

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Material Description	Unit of Measure(U/M)	Unit Price Picked Up	Unit Price Delivered
CSS-1h Emulsified Asphalt*	TON	No BID	
Exceptions, Deviations, Minimum Orders:			

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Concrete and Concrete Materials

Material Description	Unit of Measure(U/M)	Unit Price Picked Up	Unit Price Delivered
4000 PSI Concrete*	CY	No BID	
Exceptions, Deviations, Minimum Orders:			

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Material Description	Unit of Measure(U/M)	Unit Price Picked Up	Unit Price Delivered
5000 PSI Concrete*	CY	No BID	
Exceptions, Deviations, Minimum Orders:			

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Material Description	Unit of Measure(U/M)	Unit Price Picked Up	Unit Price Delivered
Fast-Track Concrete*	CY	No BID	
Exceptions, Deviations, Minimum Orders:			

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Material Description	Unit of Measure(U/M)	Unit Price Picked Up	Unit Price Delivered
Controlled Density Fill Concrete (CDF)*	CY	NO BID	
Exceptions, Deviations, Minimum Orders:			

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Material Description	Unit of Measure(U/M)	Unit Price Picked Up	Unit Price Delivered
#4 x 20' Epoxy Coated Rebar Grade 60 13.36lbs*	PER/LIFT APPROX 150 STICKS	NO BID	
Exceptions, Deviations, Minimum Orders:			

* Specifications to follow NDDOT Standard Specifications for Road and Bridge Construction and City of Fargo Standard Specifications for Construction.

Material Description	Unit of Measure(U/M)	Unit Price Picked Up	Unit Price Delivered
24" X 2" Concrete MH Adjusting Rings*	EACH	NO BID	
Exceptions, Deviations, Minimum Orders:			

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Material Description	Unit of Measure(U/M)	Unit Price Picked Up	Unit Price Delivered
27" X 2" Concrete MH Adjusting Rings*	EACH	NO BID	
Exceptions, Deviations, Minimum Orders:			

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Material Description	Unit of Measure(U/M)	Unit Price Picked Up	Unit Price Delivered
Concrete Base MCB-B4406 CB, BASE,44"x6"*	EACH	NO BID	
Exceptions, Deviations, Minimum Orders:			

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Material Description	Unit of Measure(U/M)	Unit Price Picked Up	Unit Price Delivered
Concrete Base MCB-H27-2.00S1H CB,H27,2.00FT,STK, 1-HOLE*	EACH	NO BID	
Exceptions, Deviations, Minimum Orders:			

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Black Dirt

Material Description	Unit of Measure(U/M)	Unit Price Picked Up	Unit Price Delivered
Screened Black Dirt	Per/Yard	NO BID	
Exceptions, Deviations, Minimum Orders:			

**Aggregate Materials, Asphalt, Emulsified Asphalt,
Concrete, Concrete Materials and Black Dirt
Specifications**

Company Name: Em Asphalt LLC

By: Mark Pieterick
(Print Name)

Title: President

Signature: Mark Pieterick

Date: 1/26/2026



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Aggregate Materials

Material Description	Unit of Measure(U/M)	Unit Price Picked Up	Unit Price Delivered
Class 5 Gravel*	TON	NA	
Exceptions, Deviations, Minimum Orders:			

* Specifications to follow NDDOT Standard Specifications for Road and Bridge Construction and City of Fargo Standard Specifications for Construction.

Material Description	Unit of Measure(U/M)	Unit Price Picked Up	Unit Price Delivered
Crushed/Recycled Concrete*	TON	\$23.00	\$27.00
Exceptions, Deviations, Minimum Orders: \$125.00 small load delivery fee under 10 TON			

* Specifications to follow NDDOT Standard Specifications for Road and Bridge Construction and City of Fargo Standard Specifications for Construction.

Material Description	Unit of Measure(U/M)	Unit Price Picked Up	Unit Price Delivered
FA2 Crushed Granite	TON	NA	
Exceptions, Deviations, Minimum Orders:			

Material Description	Unit of Measure(U/M)	Unit Price Picked Up	Unit Price Delivered
FA2.5 Crushed Granite	TON	NA	
Exceptions, Deviations, Minimum Orders:			

Asphalt and Emulsified Asphalt

Material Description	Unit of Measure(U/M)	Unit Price Picked Up	Unit Price Delivered
NDDOT FAA 43 Hot Mix Asphalt*	TON	NA	
Exceptions, Deviations, Minimum Orders:			

* Specifications to follow NDDOT Standard Specifications for Road and Bridge Construction and City of Fargo Standard Specifications for Construction.

Material Description	Unit of Measure(U/M)	Unit Price Picked Up	Unit Price Delivered
3/8" Minus Hot Mix Asphalt*	TON	NA	
Exceptions, Deviations, Minimum Orders:			

* Specifications to follow NDDOT Standard Specifications for Road and Bridge Construction and City of Fargo Standard Specifications for Construction.

Material Description	Unit of Measure(U/M)	Unit Price Picked Up	Unit Price Delivered
3/8" Minus Cold Mix Asphalt*	TON	NA	
Exceptions, Deviations, Minimum Orders:			

* Specifications to follow NDDOT Standard Specifications for Road and Bridge Construction and City of Fargo Standard Specifications for Construction.

Material Description	Unit of Measure(U/M)	Unit Price Picked Up	Unit Price Delivered
CRS-2 Emulsified Asphalt*	TON	NA	
Exceptions, Deviations, Minimum Orders:			

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Material Description	Unit of Measure(U/M)	Unit Price Picked Up	Unit Price Delivered
CSS-1h Emulsified Asphalt*	TON	NA	
Exceptions, Deviations, Minimum Orders:			

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Concrete and Concrete Materials

Material Description	Unit of Measure(U/M)	Unit Price Picked Up	Unit Price Delivered
4000 PSI Concrete*	CY	NA	\$175.00
Exceptions, Deviations, Minimum Orders: \$125.00 small load delivery fee under 3 CY \$50.00 second stop charge/load			

* Specifications to follow NDDOT Standard Specifications for Road and Bridge Construction and City of Fargo Standard Specifications for Construction.

Material Description	Unit of Measure(U/M)	Unit Price Picked Up	Unit Price Delivered
5000 PSI Concrete*	CY	NA	\$181.00
Exceptions, Deviations, Minimum Orders: \$125.00 small load delivery fee under 3 CY \$50.00 second stop charge/load			

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Material Description	Unit of Measure(U/M)	Unit Price Picked Up	Unit Price Delivered
Fast-Track Concrete*	CY	NA	\$187.00
Exceptions, Deviations, Minimum Orders: \$125.00 small load delivery fee under 3 CY \$50.00 second stop charge/load			

* Specifications to follow NDDOT Standard Specifications for Road and Bridge Construction and City of Fargo Standard Specifications for Construction.

Material Description	Unit of Measure(U/M)	Unit Price Picked Up	Unit Price Delivered
Controlled Density Fill Concrete (CDF)*	CY	NA	\$130.00
Exceptions, Deviations, Minimum Orders: \$125.00 small load delivery fee under 3 CY \$50.00 second stop charge/load			

* Specifications to follow NDDOT Standard Specifications for Road and Bridge Construction and City of Fargo Standard Specifications for Construction.

Material Description	Unit of Measure(U/M)	Unit Price Picked Up	Unit Price Delivered
#4 x 20' Epoxy Coated Rebar Grade 60 13.36lbs*	PER/LIFT APPROX 150 STICKS	NA	
Exceptions, Deviations, Minimum Orders:			

* Specifications to follow NDDOT Standard Specifications for Road and Bridge Construction and City of Fargo Standard Specifications for Construction.

Material Description	Unit of Measure(U/M)	Unit Price Picked Up	Unit Price Delivered
24" X 2" Concrete MH Adjusting Rings*	EACH	NA	
Exceptions, Deviations, Minimum Orders:			

* Specifications to follow NDDOT Standard Specifications for Road and Bridge Construction and City of Fargo Standard Specifications for Construction.

Material Description	Unit of Measure(U/M)	Unit Price Picked Up	Unit Price Delivered
27" X 2" Concrete MH Adjusting Rings*	EACH	NA	
Exceptions, Deviations, Minimum Orders:			

* Specifications to follow NDDOT Standard Specifications for Road and Bridge Construction and City of Fargo Standard Specifications for Construction.

Material Description	Unit of Measure(U/M)	Unit Price Picked Up	Unit Price Delivered
Concrete Base MCB-B4406 CB, BASE,44"x6"*	EACH	NA	
Exceptions, Deviations, Minimum Orders:			

* Specifications to follow NDDOT Standard Specifications for Road and Bridge Construction and City of Fargo Standard Specifications for Construction.

Material Description	Unit of Measure(U/M)	Unit Price Picked Up	Unit Price Delivered
Concrete Base MCB-H27-2.00S1H CB,H27,2.00FT,STK, 1-HOLE*	EACH		
Exceptions, Deviations, Minimum Orders:			

* Specifications to follow NDDOT Standard Specifications for Road and Bridge Construction and City of Fargo Standard Specifications for Construction

Black Dirt

Material Description	Unit of Measure(U/M)	Unit Price Picked Up	Unit Price Delivered
Screened Black Dirt	Per/Yard	NA	
Exceptions, Deviations, Minimum Orders:			

Aggregate Materials, Asphalt, Emulsified Asphalt, Concrete, Concrete Materials and Black Dirt Specifications

Company Name: KOST MATERIALS

By: Mandi Yurecko
(Print Name)

Title: SR VP

Signature: *mandi yurecko*

Date: 1/13/2026

Aggregate Materials

Material Description	Unit of Measure(U/M)	Unit Price Picked Up	Unit Price Delivered
Class 5 Gravel*	TON		No Bid
Exceptions, Deviations, Minimum Orders:			

* Specifications to follow NDDOT Standard Specifications for Road and Bridge Construction and City of Fargo Standard Specifications for Construction.

Material Description	Unit of Measure(U/M)	Unit Price Picked Up	Unit Price Delivered
Crushed/Recycled Concrete*	TON		No Bid
Exceptions, Deviations, Minimum Orders:			

* Specifications to follow NDDOT Standard Specifications for Road and Bridge Construction and City of Fargo Standard Specifications for Construction.

Material Description	Unit of Measure(U/M)	Unit Price Picked Up	Unit Price Delivered
FA2 Crushed Granite	TON	\$31.20	\$65.95
Exceptions, Deviations, Minimum Orders:			

Material Description	Unit of Measure(U/M)	Unit Price Picked Up	Unit Price Delivered
FA2.5 Crushed Granite	TON	\$28.60	\$63.35
Exceptions, Deviations, Minimum Orders:			

Asphalt and Emulsified Asphalt

Material Description	Unit of Measure(U/M)	Unit Price Picked Up	Unit Price Delivered
NDDOT FAA 43 Hot Mix Asphalt*	TON		<i>No Bid</i>
Exceptions, Deviations, Minimum Orders:			

* Specifications to follow NDDOT Standard Specifications for Road and Bridge Construction and City of Fargo Standard Specifications for Construction.

Material Description	Unit of Measure(U/M)	Unit Price Picked Up	Unit Price Delivered
3/8" Minus Hot Mix Asphalt*	TON		<i>No Bid</i>
Exceptions, Deviations, Minimum Orders:			

* Specifications to follow NDDOT Standard Specifications for Road and Bridge Construction and City of Fargo Standard Specifications for Construction.

Material Description	Unit of Measure(U/M)	Unit Price Picked Up	Unit Price Delivered
3/8" Minus Cold Mix Asphalt*	TON		<i>No Bid</i>
Exceptions, Deviations, Minimum Orders:			

* Specifications to follow NDDOT Standard Specifications for Road and Bridge Construction and City of Fargo Standard Specifications for Construction.

Material Description	Unit of Measure(U/M)	Unit Price Picked Up	Unit Price Delivered
CRS-2 Emulsified Asphalt*	TON		<i>No Bid</i>
Exceptions, Deviations, Minimum Orders:			

* Specifications to follow NDDOT Standard Specifications for Road and Bridge Construction and City of Fargo Standard Specifications for Construction.

Material Description	Unit of Measure(U/M)	Unit Price Picked Up	Unit Price Delivered
CSS-1h Emulsified Asphalt*	TON		No Bid
Exceptions, Deviations, Minimum Orders:			

* Specifications to follow NDDOT Standard Specifications for Road and Bridge Construction and City of Fargo Standard Specifications for Construction.

Concrete and Concrete Materials

Material Description	Unit of Measure(U/M)	Unit Price Picked Up	Unit Price Delivered
4000 PSI Concrete*	CY		No Bid
Exceptions, Deviations, Minimum Orders:			

* Specifications to follow NDDOT Standard Specifications for Road and Bridge Construction and City of Fargo Standard Specifications for Construction.

Material Description	Unit of Measure(U/M)	Unit Price Picked Up	Unit Price Delivered
5000 PSI Concrete*	CY		No bid
Exceptions, Deviations, Minimum Orders:			

* Specifications to follow NDDOT Standard Specifications for Road and Bridge Construction and City of Fargo Standard Specifications for Construction.

Material Description	Unit of Measure(U/M)	Unit Price Picked Up	Unit Price Delivered
Fast-Track Concrete*	CY		No Bid
Exceptions, Deviations, Minimum Orders:			

* Specifications to follow NDDOT Standard Specifications for Road and Bridge Construction and City of Fargo Standard Specifications for Construction.

Material Description	Unit of Measure(U/M)	Unit Price Picked Up	Unit Price Delivered
Controlled Density Fill Concrete (CDF)*	CY		No Bid
Exceptions, Deviations, Minimum Orders:			

* Specifications to follow NDDOT Standard Specifications for Road and Bridge Construction and City of Fargo Standard Specifications for Construction.

Material Description	Unit of Measure(U/M)	Unit Price Picked Up	Unit Price Delivered
#4 x 20' Epoxy Coated Rebar Grade 60 13.36lbs*	PER/LIFT APPROX 150 STICKS		No Bid
Exceptions, Deviations, Minimum Orders:			

* Specifications to follow NDDOT Standard Specifications for Road and Bridge Construction and City of Fargo Standard Specifications for Construction.

Material Description	Unit of Measure(U/M)	Unit Price Picked Up	Unit Price Delivered
24" X 2" Concrete MH Adjusting Rings*	EACH		No Bid
Exceptions, Deviations, Minimum Orders:			

* Specifications to follow NDDOT Standard Specifications for Road and Bridge Construction and City of Fargo Standard Specifications for Construction.

Material Description	Unit of Measure(U/M)	Unit Price Picked Up	Unit Price Delivered
27" X 2" Concrete MH Adjusting Rings*	EACH		No Bid
Exceptions, Deviations, Minimum Orders:			

* Specifications to follow NDDOT Standard Specifications for Road and Bridge Construction and City of Fargo Standard Specifications for Construction.

Material Description	Unit of Measure(U/M)	Unit Price Picked Up	Unit Price Delivered
Concrete Base MCB-B4406 CB, BASE,44"x6"*	EACH		No Bid
Exceptions, Deviations, Minimum Orders:			

* Specifications to follow NDDOT Standard Specifications for Road and Bridge Construction and City of Fargo Standard Specifications for Construction.

Material Description	Unit of Measure(U/M)	Unit Price Picked Up	Unit Price Delivered
Concrete Base MCB-H27-2.00S1H CB,H27,2.00FT,STK, 1-HOLE*	EACH		No Bid
Exceptions, Deviations, Minimum Orders:			

* Specifications to follow NDDOT Standard Specifications for Road and Bridge Construction and City of Fargo Standard Specifications for Construction

Black Dirt

Material Description	Unit of Measure(U/M)	Unit Price Picked Up	Unit Price Delivered
Screened Black Dirt	Per/Yard		No Bid
Exceptions, Deviations, Minimum Orders:			

**Aggregate Materials, Asphalt, Emulsified Asphalt,
Concrete, Concrete Materials and Black Dirt
Specifications**

Company Name: L. G. Everist, Inc.

By: Monte Kerzman
(Print Name)

Title: Sales

Signature: 

Date: 01/14/2025



**Request for Proposal
Aggregate Materials, Asphalt, Emulsified Asphalt,
Concrete, Concrete Materials and Black Dirt**

RFP26064

City of Fargo Request for Proposal

The Fargo Public Works Department within the City of Fargo is requesting individual proposals for aggregate materials, asphalt, emulsified asphalt, concrete, concrete materials and black dirt. Upon completion of the evaluation by the selection committee an order may be placed. Proposals must be uploaded to fargond.bonfirehub.com/. Proposals will be received until **2:00 P.M. Central Standard Time Monday, January 26, 2026.**

Need Help?

Please contact Bonfire at Support@GoBonfire.com for technical questions related to your submission.

CITY OF FARGO RIGHTS

The City reserves the right to cancel this RFP in writing or postpone the date and time for submitting proposals at any time prior to the proposal due date. The City by this RFP does not promise to accept the lowest cost or any other proposal and specifically reserves the right to reject any or all proposals, to waive any formal proposal requirements, to investigate the qualifications and experience of any Proposer, to reject any provisions in any proposal, to modify RFP contents, to obtain new proposals, to negotiate the requested services and contract terms with any Proposer, or to proceed to do the work otherwise.

The City hereby notifies all proposers that it will affirmatively insure that in regard to any contract entered into, pursuant to this request, minority business enterprises will be afforded full opportunity and are encouraged to submit proposals in response to this invitation and will not be discriminated against on the grounds of race, color, sex, or national origin in consideration for an award. The City reserves the right to accept or reject any and all proposals that are in the best interest of the City. All questions and inquiries will be addressed to:

Public Works Operational Questions:

Corey Houim
PW Services Manger
402 23rd St. N
Fargo, ND 58102

Email: Chouim@FargoND.gov
Phone: (701) 476-6603
Fax: (701) 241-8100

Aggregate Materials, Asphalt, Emulsified Asphalt, Concrete, Concrete Materials and Black Dirt Specifications

1.0 INTENT

It is the intent of this specification to provide for the purchase of aggregate materials, asphalt, emulsified asphalt, concrete, concrete materials and black dirt to be used by the Fargo Public Works Department.

The Fargo Public Works Department has evaluated different types of aggregate materials, asphalt, emulsified asphalt, concrete, concrete materials and black dirt and has determined that this published specification is best suited for the FPW needs in terms of quality and features. This specification shall not be interpreted as restrictive but rather as a measure of quality and performance against which all other materials will be compared. All materials furnished will meet or exceed City of Fargo Standard Specifications for Construction (Rev. 2021 or newer) or the NDDOT Standard Specifications for Road and Bridge Construction (Rev. 2022 or newer).

It is the intent of this specification that all products identified for purchase may not be awarded to a single submitter. All items and products identified within this RFP will be awarded individually based on lowest price. Product quality, availability, and delivery will be secondary factors in successful awards. FPW also reserves the right to reject any or all proposals or any part thereof, and to waive any minor technicalities. If the material is not available at the time of ordering, FPW will purchase said materials from the next lowest submitter that has availability.

2.0 EQUIVALENT PRODUCT

Proposals will be accepted for consideration on any manufacturer that is equal or superior to the materials specified. Decisions of equivalency will be at the sole interpretation of the FPW. A specification sheet of each product is to be submitted with proposal.

3.0 INTERPRETATIONS

In order to be fair to all proposers, no oral interpretations will be given to any proposer, as to the meaning of the specification documents or any part thereof. Every request for such a consideration shall be made in writing. Based on such inquiry, the FPW may choose to issue an Addendum in accordance with local state laws.

4.0 GENERAL

The specification herein states the minimum requirements of the FPW. All proposals must be regular in every respect. Unauthorized conditions, limitations, or provisions shall be cause for rejection. The FPW will consider as irregular or non-responsive any and all proposals that are not prepared and submitted in accordance with the proposal document and specification, or any proposal lacking sufficient technical literature to enable the FPW to make a reasonable determination of compliance to the specification. It shall be the proposer's responsibility to carefully examine each item of the specification. All variances, exceptions and/or deviations shall be fully described in the appropriate section. Deceit in responding to the specification will be cause for rejection.

Aggregate Materials

Material Description	Unit of Measure(U/M)	Unit Price Picked Up	Unit Price Delivered
Class 5 Gravel*	TON	NO BID	NO BID
Exceptions, Deviations, Minimum Orders:			

* Specifications to follow NDDOT Standard Specifications for Road and Bridge Construction and City of Fargo Standard Specifications for Construction.

Material Description	Unit of Measure(U/M)	Unit Price Picked Up	Unit Price Delivered
Crushed/Recycled Concrete*	TON	NO BID	NO BID
Exceptions, Deviations, Minimum Orders:			

* Specifications to follow NDDOT Standard Specifications for Road and Bridge Construction and City of Fargo Standard Specifications for Construction.

Material Description	Unit of Measure(U/M)	Unit Price Picked Up	Unit Price Delivered
FA2 Crushed Granite	TON	NO BID	NO BID
Exceptions, Deviations, Minimum Orders:			

Material Description	Unit of Measure(U/M)	Unit Price Picked Up	Unit Price Delivered
FA2.5 Crushed Granite	TON	NO BID	NO BID
Exceptions, Deviations, Minimum Orders:			

Asphalt and Emulsified Asphalt

Material Description	Unit of Measure(U/M)	Unit Price Picked Up	Unit Price Delivered
NDDOT FAA 43 Hot Mix Asphalt*	TON	\$65.75	NO BID
Exceptions, Deviations, Minimum Orders: Mix/Oil will be whatever mix we are running for the paving crew that day (FAA43 is most common) FOB at 7610 50th Avenue South, Sabin, MN 56580			

* Specifications to follow NDDOT Standard Specifications for Road and Bridge Construction and City of Fargo Standard Specifications for Construction.

Material Description	Unit of Measure(U/M)	Unit Price Picked Up	Unit Price Delivered
3/8" Minus Hot Mix Asphalt*	TON	NO BID	NO BID
Exceptions, Deviations, Minimum Orders:			

* Specifications to follow NDDOT Standard Specifications for Road and Bridge Construction and City of Fargo Standard Specifications for Construction.

Material Description	Unit of Measure(U/M)	Unit Price Picked Up	Unit Price Delivered
3/8" Minus Cold Mix Asphalt*	TON	\$196.00	NO BID
Exceptions, Deviations, Minimum Orders: Gradation attached. Meets 3/8" Minus FOB at 4716 7th Avenue North, Fargo, ND			

* Specifications to follow NDDOT Standard Specifications for Road and Bridge Construction and City of Fargo Standard Specifications for Construction.

Material Description	Unit of Measure(U/M)	Unit Price Picked Up	Unit Price Delivered
CRS-2 Emulsified Asphalt*	TON	NO BID	NO BID
Exceptions, Deviations, Minimum Orders:			

* Specifications to follow NDDOT Standard Specifications for Road and Bridge Construction and City of Fargo Standard Specifications for Construction.

Material Description	Unit of Measure(U/M)	Unit Price Picked Up	Unit Price Delivered
CSS-1h Emulsified Asphalt*	TON	NO BID	NO BID
Exceptions, Deviations, Minimum Orders:			

* Specifications to follow NDDOT Standard Specifications for Road and Bridge Construction and City of Fargo Standard Specifications for Construction.

Concrete and Concrete Materials

Material Description	Unit of Measure(U/M)	Unit Price Picked Up	Unit Price Delivered
4000 PSI Concrete*	CY	NO BID	NO BID
Exceptions, Deviations, Minimum Orders:			

* Specifications to follow NDDOT Standard Specifications for Road and Bridge Construction and City of Fargo Standard Specifications for Construction.

Material Description	Unit of Measure(U/M)	Unit Price Picked Up	Unit Price Delivered
5000 PSI Concrete*	CY	NO BID	NO BID
Exceptions, Deviations, Minimum Orders:			

* Specifications to follow NDDOT Standard Specifications for Road and Bridge Construction and City of Fargo Standard Specifications for Construction.

Material Description	Unit of Measure(U/M)	Unit Price Picked Up	Unit Price Delivered
Fast-Track Concrete*	CY	NO BID	NO BID
Exceptions, Deviations, Minimum Orders:			

* Specifications to follow NDDOT Standard Specifications for Road and Bridge Construction and City of Fargo Standard Specifications for Construction.

Material Description	Unit of Measure(U/M)	Unit Price Picked Up	Unit Price Delivered
Controlled Density Fill Concrete (CDF)*	CY	NO BID	NO BID
Exceptions, Deviations, Minimum Orders:			

* Specifications to follow NDDOT Standard Specifications for Road and Bridge Construction and City of Fargo Standard Specifications for Construction.

Material Description	Unit of Measure(U/M)	Unit Price Picked Up	Unit Price Delivered
#4 x 20' Epoxy Coated Rebar Grade 60 13.36lbs*	PER/LIFT APPROX 150 STICKS	NO BID	NO BID
Exceptions, Deviations, Minimum Orders:			

* Specifications to follow NDDOT Standard Specifications for Road and Bridge Construction and City of Fargo Standard Specifications for Construction.

Material Description	Unit of Measure(U/M)	Unit Price Picked Up	Unit Price Delivered
24" X 2" Concrete MH Adjusting Rings*	EACH	NO BID	NO BID
Exceptions, Deviations, Minimum Orders:			

* Specifications to follow NDDOT Standard Specifications for Road and Bridge Construction and City of Fargo Standard Specifications for Construction.

Material Description	Unit of Measure(U/M)	Unit Price Picked Up	Unit Price Delivered
27" X 2" Concrete MH Adjusting Rings*	EACH	NO BID	NO BID
Exceptions, Deviations, Minimum Orders:			

* Specifications to follow NDDOT Standard Specifications for Road and Bridge Construction and City of Fargo Standard Specifications for Construction.

Material Description	Unit of Measure(U/M)	Unit Price Picked Up	Unit Price Delivered
Concrete Base MCB-B4406 CB, BASE,44"x6"*	EACH	NO BID	NO BID
Exceptions, Deviations, Minimum Orders:			

* Specifications to follow NDDOT Standard Specifications for Road and Bridge Construction and City of Fargo Standard Specifications for Construction.

Material Description	Unit of Measure(U/M)	Unit Price Picked Up	Unit Price Delivered
Concrete Base MCB-H27-2.00S1H CB,H27,2.00FT,STK, 1-HOLE*	EACH	NO BID	NO BID
Exceptions, Deviations, Minimum Orders:			

* Specifications to follow NDDOT Standard Specifications for Road and Bridge Construction and City of Fargo Standard Specifications for Construction

Black Dirt

Material Description	Unit of Measure(U/M)	Unit Price Picked Up	Unit Price Delivered
Screened Black Dirt	Per/Yard	NO BID	NO BID
Exceptions, Deviations, Minimum Orders:			

Aggregate Materials, Asphalt, Emulsified Asphalt, Concrete, Concrete Materials and Black Dirt Specifications

Company Name: Northern Improvement Company

By: Rory McCormick
(Print Name)

Title: Vice President

Signature: 

Date: 1-26-2026

OmegamiX[®]

P. O. Box 1254 / BISMARCK, ND / PHONE: (701) 223-6695 / FAX: (701) 224-0937

MATERIAL DATA

OmegamiX[®]

PRODUCT DESCRIPTION

OmegamiX Cold Patch is a modified asphaltic concrete mixture that is plant-mixed using locally selected crushed aggregate of the highest quality.

OmegamiX Cold Patch can be stockpiled year-round and utilized for long-lasting patching of asphalt and concrete streets and highways. For best results, stockpiles should be covered, however they can be left uncovered throughout the year without any appreciable loss in workability or cohesiveness. Our **OmegamiX** Cold Patch is specifically manufactured for the particular temperature range to which it is used for in the field.

LABOR-**SAVING** ALL WEATHER

APPLICATIONS

OmegamiX Cold Patch can be applied under all weather conditions. It has superior adhesion to wet or dry surfaces, as well as to exposed steel, wood, or concrete without the necessity of any additional tack coat or primers.

Easily handled, **OmegamiX** Cold Patch increases the productivity of maintenance crews. They simply remove any loose material from the pothole and fill it with **OmegamiX** Cold Patch using a shovel. The pothole can then be compacted with either the back of the shovel, a hand tamper, vibratory tamper, or truck tires. Irrespective of the compaction method, the patched area should be immediately opened up to vehicular traffic as it will not kick up, push or ravel.

DURABILITY AND ECONOMY

OmegamiX Cold Patch repairs remain in place throughout the numerous freeze-thaw cycles and precipitation that cause most materials to fail repeatedly

during a single maintenance season. Using long-lasting **OmegamiX** Cold Patch, maintenance crews repair potholes only once, the first time. There is no need to incur the common repeated costs of repairing the same pothole twice, three times or more.

ECONOMICAL VALUE AND HOT MIX

OmegamiX Cold Patch has shown to be more cost effective than hot mix for pothole patching. It can be applied by smaller maintenance crews and does not require the use of tack coats, primers, rollers, compactors, jackhammers, or any other additional equipment. **OmegamiX** Cold Patch can be used effectively to patch potholes prior to any scheduled overlay because there is no bleeding when overlaid with hot mix. There is no waste of material at the end of the day. Any **OmegamiX** Cold Patch remaining in the truck can be placed back in the existing stockpile.

AGGREGATES

Aggregates will be provided by the local producer and will be crushed with a minimum of 90% fractured faces. The **OmegamiX** Cold Patch recommended aggregate gradation is:

OmegamiX

Aggregate Gradation
(Average Results)

Sieve	Percent Passing
3/8	100
#4	72.9
#8	11.7
#16	4.3
#50	3.3
#200	2.5

95% Fractured



**Request for Proposal
Aggregate Materials, Asphalt, Emulsified Asphalt,
Concrete, Concrete Materials and Black Dirt**

RFP26064

Asphalt and Emulsified Asphalt

Material Description	Unit of Measure(U/M)	Unit Price Picked Up	Unit Price Delivered
NDDOT FAA 43 Hot Mix Asphalt*	TON		
Exceptions, Deviations, Minimum Orders:			

* Specifications to follow NDDOT Standard Specifications for Road and Bridge Construction and City of Fargo Standard Specifications for Construction.

Material Description	Unit of Measure(U/M)	Unit Price Picked Up	Unit Price Delivered
3/8" Minus Hot Mix Asphalt*	TON		
Exceptions, Deviations, Minimum Orders:			

* Specifications to follow NDDOT Standard Specifications for Road and Bridge Construction and City of Fargo Standard Specifications for Construction.

Material Description	Unit of Measure(U/M)	Unit Price Picked Up	Unit Price Delivered
3/8" Minus Cold Mix Asphalt*	TON		
Exceptions, Deviations, Minimum Orders:			

* Specifications to follow NDDOT Standard Specifications for Road and Bridge Construction and City of Fargo Standard Specifications for Construction.

Material Description	Unit of Measure(U/M)	Unit Price Picked Up	Unit Price Delivered
CRS-2 Emulsified Asphalt*	TON		823 ⁰⁰ Total
Exceptions, Deviations, Minimum Orders:			

* Specifications to follow NDDOT Standard Specifications for Road and Bridge Construction and City of Fargo Standard Specifications for Construction.

**Aggregate Materials, Asphalt, Emulsified Asphalt,
Concrete, Concrete Materials and Black Dirt
Specifications**

Company Name: RAM Specialties Inc

By: Frank Connelly
(Print Name)

Title: Vice President

Signature: Frank Connelly

Date: 1-26-20



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Water Treatment Plant
435 14th Avenue South
Fargo, ND 58103
Office: 701.241.1469 | Fax: 701.241.8110
www.FargoND.gov

January 29, 2026

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

Subject: Bid Award – Project WA2504 – Water Service Line Replacement (Bid 2026-1)

Dear Commissioners:

I am recommending Bid Award for Project WA2504 to Johnson & Schock Excavating to complete approximately 58 water service line replacements. The bid cost is \$794,945. This is the first bid award recommendation for our Lead Service Line Replacement (LSLR) program. Attached is an award recommendation letter from Houston Engineering and a spreadsheet with bid results. We had five (5) bidders for this project.

Through the North Dakota Drinking Water State Revolving Fund (DWSRF), the City of Fargo will receive 66.5% grant funding for this construction. The remaining 33.5% will be paid through a DWSRF loan with 0.5% interest. Principal and Interest payments will begin in about 2030. LSLR is on the Water Utility Capital Improvement Plan (CIP) and in the Financial Model.

Your consideration is greatly appreciated in this matter.

Sincerely,



Troy B. Hall
Water Utility Director

RECOMMENDED MOTION: Approve Bid Award for Project WA2504 to Johnson & Schock Excavating to complete water service line replacement in the amount of \$794,945.



Fargo Office	P	701.237.5065
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1401 21st Avenue North
Fargo, ND 58102

NOTICE OF AWARD
WATER SERVICE REPLACEMENT PROJECT 2026-01
FARGO, ND

January 27, 2026

Troy Hall
Water Utility Director
City of Fargo Water Treatment Plant

Subject: Water Service Replacement Project 2026-01 Notice of Award

Dear Troy:

Regarding the bids opened on 1/14/2026 for the project known as Water Service Replacement Project 2026-01, please see the attached bid tabulation. The low aggregate bidder was Johnson & Schock Excavating, LLC.

The bidder provided the necessary bid attachments, including:

1. Required Bid Security.
2. Contractor's License.
3. MBE/WBE Subcontractor Solicitation Information Form.
4. Certification Regarding Debarment, Suspension, and Other Responsibilities Form.
5. Acknowledgement of Addenda (Downloaded on Quest CDN).

Therefore, it is the Engineer's recommendation to award the Project as shown in the attached Notice of Award. Upon the Commission's approval of the Notice of Award, it will be provided to the Contractor with instructions to complete the attached Agreement. Once the Contractor completes the required documentation submittals and returns the signed Agreement, the Engineer will share the Agreement with the City for final acceptance and signature.

Please let me know if you have any questions.

Sincerely,
HOUSTON ENGINEERING, INC.

A handwritten signature in blue ink, appearing to read 'Dan E. Korf', is written over a horizontal line.

Dan Korf, PE, CFM
Direct: 701.499.9455
dkorf@houstoneng.com

Water Service Replacement Project 2026-01 (49995575)
 Owner: Fargo ND, City of
 Bidder: Houston Engineering Inc. - Fargo
 11/14/2026 11:30 AM CST

Section Title	Line Item	Item Code	Item Description	UoM	Quantity	Johnson & Schock Excavating			Laney's Inc			NPL Construction Co			Dakota Underground Company			Border States Paving, Inc.			
						Unit Price	Extension	Unit Price	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	
Base Bid Items	1	SPECIAL	Site Mobilization	EA	58	\$600.00	\$34,800.00	\$748,995.00	\$144.00	\$8,352.00	\$714,834.00	\$500.00	\$29,000.00	\$713,226.00	\$5,000.00	\$290,000.00	\$1,292,105.00	\$4,600.00	\$206,800.00	\$1,270,501.40	
	2	SPECIAL	Public Water Service, Bored or Pulled, 1" Dia Water Service	LF	287	\$159.00	\$45,633.00	\$47,355.00	\$165.00	\$47,355.00	\$165.00	\$47,355.00	\$92.00	\$26,404.00	\$149.00	\$42,811.00	\$57,113.00	\$500.00	\$143,000.00	\$86,100.00	
	3	SPECIAL	Private Water Service, Bored or Pulled, 1" Dia Water Service	LF	2110	\$250.00	\$527,500.00	\$335,490.00	\$145.00	\$305,850.00	\$145.00	\$305,850.00	\$115.00	\$242,650.00	\$201.00	\$424,110.00	\$231.00	\$487,410.00	\$231.00	\$487,410.00	\$231.00
	4	1400-PRNSK-D0010	Public Water Service, 4" Pipe, 1" Dia Water Service	LF	29	\$250.00	\$7,250.00	\$7,250.00	\$211.00	\$6,119.00	\$211.00	\$6,119.00	\$92.00	\$2,668.00	\$129.00	\$3,741.00	\$129.00	\$3,741.00	\$580.00	\$16,820.00	\$16,820.00
	5	1400-PRNSK-D0010	Private Water Service, 4" Pipe, 1" Dia Water Service	LF	211	\$150.00	\$31,650.00	\$31,650.00	\$158.00	\$33,318.00	\$158.00	\$33,318.00	\$92.00	\$19,412.00	\$129.00	\$27,219.00	\$129.00	\$27,219.00	\$231.00	\$48,741.00	\$48,741.00
	6	1400-RW20-D0010	Rem & Repl CS & Box 1" Dia	EA	6	\$1,000.00	\$6,000.00	\$6,000.00	\$1,524.00	\$9,144.00	\$1,524.00	\$9,144.00	\$1,500.00	\$9,000.00	\$2,025.00	\$12,150.00	\$2,025.00	\$12,150.00	\$1,120.00	\$6,720.00	\$6,720.00
	7	1400-SH20-00000	Connect Water Service	EA	8	\$6,000.00	\$48,000.00	\$48,000.00	\$1,425.00	\$11,400.00	\$1,425.00	\$11,400.00	\$2,500.00	\$20,000.00	\$2,500.00	\$20,000.00	\$9,300.00	\$74,400.00	\$9,300.00	\$74,400.00	\$9,300.00
	8	SPECIAL	Connect Water Service (in Meter)	EA	56	\$1,900.00	\$106,400.00	\$106,400.00	\$655.00	\$36,680.00	\$655.00	\$36,680.00	\$2,500.00	\$140,000.00	\$2,400.00	\$134,400.00	\$2,400.00	\$134,400.00	\$2,400.00	\$134,400.00	\$2,400.00
	9	SPECIAL	Site Repavement	SY	580	\$75.00	\$43,500.00	\$43,500.00	\$270.00	\$156,600.00	\$270.00	\$156,600.00	\$85.00	\$49,300.00	\$56.00	\$32,480.00	\$56.00	\$32,480.00	\$300.00	\$17,920.00	\$17,920.00
	10	4100-0010-X1001	Traffic Control	LS	1	\$10,000.00	\$10,000.00	\$10,000.00	\$800.00	\$800.00	\$800.00	\$800.00	\$20,000.00	\$20,000.00	\$20,000.00	\$20,000.00	\$20,000.00	\$20,000.00	\$2,970.00	\$2,970.00	\$2,970.00
	11	2100-RW50-00000	Rem & Repl Curb & Gutter	LF	96	\$93.75	\$8,970.00	\$8,970.00	\$92.00	\$8,736.00	\$92.00	\$8,736.00	\$90.00	\$8,640.00	\$134.00	\$12,984.00	\$134.00	\$12,984.00	\$95.80	\$9,106.40	\$9,106.40
	12	2100-W7C-K0070	Rem & Repl Pavement 7" Thick Reinf Conc	SY	128	\$124.00	\$15,872.00	\$15,872.00	\$127.00	\$16,256.00	\$127.00	\$16,256.00	\$180.00	\$23,040.00	\$168.00	\$21,504.00	\$168.00	\$21,504.00	\$143.00	\$18,304.00	\$18,304.00
	13	2300-AW7C-K0040	Rem & Repl Sidewalk 4" Thick Reinf Conc	SY	348	\$100.00	\$34,800.00	\$34,800.00	\$106.00	\$36,888.00	\$106.00	\$36,888.00	\$144.00	\$50,112.00	\$145.00	\$50,460.00	\$145.00	\$50,460.00	\$118.00	\$41,064.00	\$41,064.00
	14	2300-DW7C-K0060	Rem & Repl Driveway 6" Thick Reinf Conc	SY	200	\$103.00	\$20,600.00	\$20,600.00	\$112.00	\$22,400.00	\$112.00	\$22,400.00	\$162.00	\$32,400.00	\$163.00	\$32,600.00	\$163.00	\$32,600.00	\$126.00	\$25,200.00	\$25,200.00
	15	SPECIAL	Sanitary Sewer Service Televising	EA	116	\$290.00	\$33,640.00	\$33,640.00	\$55.00	\$6,380.00	\$55.00	\$6,380.00	\$350.00	\$40,600.00	\$350.00	\$40,600.00	\$183.00	\$21,228.00	\$441.00	\$51,186.00	\$51,186.00
Zinj Agency Bid Items	16	SPECIAL	Water Meter Relocation	LF	280	\$50.00	\$14,000.00	\$14,000.00	\$15.00	\$4,200.00	\$15.00	\$4,200.00	\$71.00	\$19,880.00	\$84.00	\$23,520.00	\$84.00	\$23,520.00	\$66.10	\$18,548.00	\$18,548.00
	17	SPECIAL	Primary Electrical Grounding Systems Installation	EA	15	\$750.00	\$11,250.00	\$11,250.00	\$2,500.00	\$37,500.00	\$2,500.00	\$37,500.00	\$600.00	\$9,000.00	\$600.00	\$9,000.00	\$1,700.00	\$25,500.00	\$2,550.00	\$38,250.00	\$38,250.00
	18	SPECIAL	Reconnection of Water Service Electrical Jumper Cable	EA	44	\$900.00	\$39,600.00	\$39,600.00	\$775.00	\$34,100.00	\$775.00	\$34,100.00	\$550.00	\$24,200.00	\$400.00	\$53,520.00	\$400.00	\$53,520.00	\$7,160.00	\$95,640.00	\$95,640.00
	19	SPECIAL	Sewer Service Repair	EA	15	\$500.00	\$7,500.00	\$7,500.00	\$725.00	\$10,875.00	\$725.00	\$10,875.00	\$3,200.00	\$9,600.00	\$3,200.00	\$9,600.00	\$6,200.00	\$18,600.00	\$6,200.00	\$18,600.00	\$6,200.00
Base Bid Total								\$794,945.00		\$601,609.00		\$814,306.00		\$1,377,709.00		\$1,438,299.40					