

FARGO CITY COMMISSION AGENDA
Monday, March 30, 2026 - 5:00 p.m.

Executive Session at 3:30 p.m.

Roll Call.

PLEASE NOTE: The Board of City Commissioners will convene in the City Commission Chambers at 3:30 p.m. and retire into Executive Session in the Red River Room for the following purposes: (1) attorney consultation regarding opioid litigation with Associated Pharmacies, Inc.; J M Smith Corporation; Louisiana Wholesale Drug Company, Inc.; Morris and Dickson Co.; North Carolina Wholesale Drug Company, Inc.; and United Natural Foods, Inc. to receive its attorneys' advice and guidance on the legal risks, strengths and weaknesses of an action of a public entity, which, to discuss these matters in open meeting will have a negative fiscal effect on the bargaining and/or litigation position of the City; (2) to discuss negotiating strategy or provide negotiating instructions to its attorney or other negotiator regarding a pending annexation proceeding with Fercho Properties, LLP and to receive its attorneys' advice and guidance on the legal risks, strengths and weaknesses of an action of a public entity, which, to discuss these matters in an open meeting will have a negative fiscal effect on the bargaining and/or litigation position of the City; and (3) to receive its attorneys' advice regarding and in anticipation of reasonably predictable civil litigation with Phoenix Fabricators and Erectors, LLC and to receive its attorneys' advice and guidance on the legal risks, strengths and weakness of an action of a public entity which, if held in public, would have an adverse fiscal effect on the City. Thus, an Executive Session for these matters is authorized pursuant to North Dakota Century Code 44-04-19.1 subsections 2, 5 and 9 and North Dakota Century Code § 44-04-19.2, subsection 1.

Regular Meeting at 5:00 p.m.

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

- A. Pledge of Allegiance.
- B. Roll Call.
- C. Approve Order of Agenda.
- D. Minutes (Regular Meeting, March 16, 2026).

CONSENT AGENDA – APPROVE THE FOLLOWING:

1. Letter of Support for Quality Holdings to the ND Opportunity Fund Consortium.
2. Grant Agreement with the ND Department of Corrections and Rehabilitation and its Division of Juvenile Services, the ND Association of Counties, City and County jurisdictions as listed and Youthworks for 2026.
3. Receive and file an Ordinance Amending Section 31-0102 of Article 31-01 of Chapter 31 of the Fargo Municipal Code Relating to the International Property Maintenance Code.

4. 2nd reading, waive reading and final adoption of an Ordinance Rezoning Certain Parcels of Land Lying in Clara Barton School Addition to the City of Fargo, Cass County, North Dakota; 1st reading, 3/16/26.
5. Renewal of the Alcoholic Beverage Licenses and Live Entertainment Licenses until 3/31/27, contingent upon all essential requirements for renewal are met by 3/31/26.
6. Applications for Games of Chance.
7. Site Authorizations for Games of Chance.
8. Memorandum of Understanding Special Assessment Improvement Districts Impacting Municipal Airport Authority Property with the Municipal Airport Authority of the City of Fargo.
9. Revisions to the Excavation Fees and Guidelines (Fargo Municipal Code Article 18-09).
10. Contract and bond for Project No. PR-26-B1.
11. Memorandum of Offer to Landowner for Easement (Temporary Construction Easement) with Diane Bachinski (Improvement District No. BR-26-G1).
12. Memorandum of Offer to Landowner for Easement (Temporary Construction Easement) with James P. Essig and Judith A. Essig (Improvement District No. BR-26-G1).
13. Bid award to Northern Improvement Co. in the amount of \$226,445.00 for Improvement District No. AN-26-A1.
14. Bid award to Northern Improvement Co. in the amount of \$1,205,961.79 for Improvement District No. BR-26-I1.
15. Bid award to FM Asphalt LLC in the amount of \$1,352,929.20 for Improvement District No. PR-26-G1.
16. Bid award to Reede Construction, Inc. in the amount of \$1,098,889.20 for Improvement District No. TN-26-A1.
17. Create Improvement District No. PR-26-E and adopt Resolution of Necessity (Asphalt Mill & Overlay).
18. Create Improvement District No. PR-26-F and adopt Resolution of Necessity (Concrete Paving Rehab/Reconstruction).
19. Bid award to Gast Construction Co., Inc. in the amount of \$1,353,200.00 for the City Hall Parking Structure repairs (ITB26150).
20. Items from FAHR Meeting:
 - a. Receive and file Sales Tax Revenue - Accrual Basis.
 - b. Receive and file General Fund - Budget to Actual through 2/28/26.
 - c. Piggyback purchase through Sourcewell Cooperative Contract No. 110421-TIM with ABM Equipment, LLC in the amount of \$248,929.00 for a 2026 bucket lift truck (PBC26121).
 - d. 2026 budget adjustment for the purchase of RDS optics in the amount of \$23,159.68 utilizing SWAT funding.

21. Resolution approving Plat of Christianson 32nd Avenue South Third Addition.
22. Permanent Easement (Street and Utility) with RLN Business Park, LLC and Robert Nelson Trustee of the Robert L. Nelson Revocable Trust.
23. Bid award to Sanitation Products in the amount of \$341,125.00 for the purchase of one high compaction front load refuse truck (RFP26119).
24. Bid award to Wastequip in the amount of \$266,113.10 for front load containers (RFP26107).
25. Bid award to Johnson & Schock Excavating, LLC in the amount of \$673,287.13 for Project No. WA2504.
26. Bills.

REGULAR AGENDA:

PUBLIC HEARINGS - 5:05 pm:

27. **PUBLIC HEARING** – Application for a Class “GH” Alcoholic Beverage License for Moonrise Café, LLC d/b/a Moonrise Café, LLC to be located at 111 Broadway North; continued from the 2/2/26 and 3/2/26 Regular Meetings.
28. **PUBLIC HEARING** – Application to transfer a Class “VWB” Alcoholic Beverage License for Cellar 624, LLC d/b/a Cellar 624, The Venue on Main from 624 Main Avenue, Suite 4 to 624 Main Avenue, Suite 5; continued from the 2/2/26 and 3/2/26 Regular Meetings.
29. **PUBLIC HEARING** – Application to transfer a Class “FA-RZ” Alcoholic Beverage License for Dakota Food Group LLC d/b/a Teddy’s from 212 Broadway to 624 Main Avenue, Suite 4; continued from the 2/2/26 and 3/2/26 Regular Meetings.
30. **PUBLIC HEARING** – Application for a Class “W” Alcoholic Beverage License for Sunrose Nails & Day Spa, Inc. d/b/a Sunrose Nails & Day Spa located at 4101 13th Avenue South.
31. **PUBLIC HEARING** – Hearing on a dangerous building located at 115 6th Avenue North.
32. **PUBLIC HEARING** – Application filed by B2 LLC d/b/a Sign Badgers for a property tax exemption for a project to be located at 610 University Drive North, which the applicant will use for a commercial sign design and fabrication shop; continued from the 3/16/26 Regular Meeting.
33. Recommendation to adopt a new PILOT Policy for commercial redevelopment.
34. Review of the 2026 Push Cart Program and Survey Results.
35. Recommendation for appointment of an Interim Police Chief.
36. Police Chief search process update.
37. Financial Operations Overview of the Resource and Recovery Center.
38. Liaison Commissioner Assignment Updates.

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

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

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




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City Administration
225 4th Street North
Fargo, ND 58102

MEMORANDUM

TO: Fargo City Commission

FROM: Jim Gilmour, Director of Strategic Planning and Research 

DATE: March 26, 2026

SUBJECT: Letter of Support for Quality Holdings

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

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

Quality Holdings is the umbrella for four companies, Quality Concrete, Quality Coatings and Tile, Quality Electric and Quality Pumping. Quality Concrete will consolidate these operations under one roof with a ground up construction located in south Fargo off of 100th Avenue and I-29.

Recommended Motion

Provide a letter of support to Quality Holdings to obtain local match funds from the ND Opportunity Fund to provide match of the Bank of ND interest buy down program.



②

March 30, 2026

To: Board of City Commissioners
Fr: Michael Redlinger, City Administrator
Re: Youthworks Grant Agreement

The City Commission approved annual Memorandums of Understanding (MOUs) with Youthworks, Cass County, and the City of West Fargo in 2023, 2024, and 2025. Youthworks has been a historical provider of “Attendant Care” services for delinquent youth in Cass County, serving minors, the law enforcement community, and the court system. A 2026 Grant Agreement has been created by Youthworks to continue services consistent with the MOU approved in previous years. Funds are included in the City of Fargo’s 2026 Operating Budget for these services.

Recommended Action: Approve the Youthworks Grant Agreement for 2026.

GRANT AGREEMENT

This Agreement is made by and between the North Dakota Department of Corrections and Rehabilitation and its Division of Juvenile Services (DJS) (STATE), the North Dakota Association of Counties (NDACo), city and county jurisdictions as listed in Appendix A (JURISDICTIONS), and Youthworks (GRANTEE), Unique Entity Identifier # KCSJVSNHZZL5.

WHEREAS, DJS has determined the Attendant Care services referred to in the paragraph below entitled "Scope of Services" form an appropriate basis for the expenditure of Federal grant funds (CFDA number 16.540) from the Office of Juvenile Justice and Delinquency Prevention (OJJDP); and

WHEREAS, NDACo has agreed to assist DJS in obtaining, coordinating, and administrating these services; and

WHEREAS, JURISDICTIONS have identified and support GRANTEE as an agency authorized to provide services for youth picked up by law enforcement that need a temporary placement option;

WHEREAS, GRANTEE is an appropriate agency to provide Attendant Care services for delinquent youth as defined in the North Dakota Attendant Care Program Guidelines (Guidelines), found at https://www.ndaco.org/programs_and_services/jj/statewide-detention-support-services-sdss/, as well as short-term shelter services for Children in Need of Services (CHINS).

NOW, THEREFORE, the parties agree as follows:

AGREEMENT

I. TERM OF THE AGREEMENT

The term of this agreement shall be from January 1, 2026 through December 31, 2026. This agreement supersedes all previous agreements associated with the scope of services.

II. SCOPE OF SERVICES

The GRANTEE shall:

1. Provide a placement facility that law enforcement can access twenty-four hours a day, seven days a week for delinquent and CHINS youth who need a non-secure short-term placement option;
2. Provide Attendant Care services to delinquent youth in conformance with all provisions of the Guidelines, including the development of policies and procedures for the supervision of youth;
3. Screen youth for appropriateness, including assessing for immediate mental health needs, history of violence and/or sexual aggression, and current affect and behavior;
4. Notify the Juvenile Court of any delinquent youth placed in the facility within 24 hours of being placed;
5. Submit to NDACo all reports and documentation required by the Guidelines; and

6. Allow NDACo to conduct on-site programmatic monitoring of the Attendant Care services, as required pursuant to federal guidelines.

Youth may need to be medically-cleared prior to entry into the facility and/or may not be appropriate due to aggressive behaviors that are likely to occur while at the facility (threatening or aggressive behavior, or non-compliance with the staff).

In the event that more than two youth are referred for placement at the same time, GRANTEE will make every effort to take the additional youth. GRANTEE may provide services to other agencies, but priority will be given to the JURISDICTIONS. GRANTEE will bill a daily rate to those jurisdictions that are not part of this agreement and will track all money collected for purposes of subsequent contract periods.

Grantee will provide placement data, to include the number of youth placed by jurisdiction, on an annual basis. Grantee will provide financial reporting for the 2025 calendar year by January 30, 2026.

III. COMPENSATION

DJS, through NDACo, shall provide reimbursement to the GRANTEE for Attendant Care services outlined in the Guidelines.

JURISDICTIONS shall provide funding, as outlined in Appendix A, to GRANTEE to cover Attendant Care expenses not eligible for reimbursement pursuant to the Guidelines as well as the costs associated with providing shelter services to Children in Need of Services.

The GRANTEE agrees to account for any and all grant funds that may be in possession of the GRANTEE throughout the term of this grant and to return any unexpended funds within 30 days after final closing of the grant.

IV. GRANTEE ASSURANCES

The GRANTEE agrees to comply with North Dakota Century Code chapters 27-20.2, 27-20.3, and 27-20.4, and the applicable grant conditions and assurances established by OJJDP for subgrant recipients of these federal funds as fully detailed in Appendix B.

The GRANTEE agrees to comply (and will require any subgrantees or contractors to comply) with any applicable federal nondiscrimination requirements, which may include the Omnibus Crime Control and Safe Streets Act of 1968 (34 USC § 10228(c) & 10221(a)); the Juvenile Justice and Delinquency Prevention Act of 2002 (34 USC § 11182(b)); 28 CFR Part 42 (U.S. Department of Justice Regulations – Nondiscrimination; Equal Employment Opportunity; Policies and Procedures), including Title VI of the Civil Rights Act of 1964, as amended, Section 815(c)(1) of the Justice System Improvement Act of 1979, Equal Employment Opportunity Program Guidelines, Section 504 of the Rehabilitation Act of 1973, as amended, and the Age Discrimination Act of 1975; the Americans with Disabilities Act of 1990 (42 USC §§ 12131-34); Title IX of the Education Amendments of 1972 (20 USC §§ 1681, 1683, 1685-86); and 28 CFR Part 38 (U.S. Department of Justice Regulations – Partnerships with Faith-Based and Other Neighborhood Organizations).

To ensure compliance with the Omnibus Crime Control and Safe Streets Act of 1968 and Title VI of the Civil Rights Act of 1964, GRANTEE agrees to take steps to ensure the persons with Limited English Proficiency (LEP) have meaningful access to its programs. Meaningful access may entail providing language assistance, including oral and written translation, where necessary. GRANTEE is encouraged to consider the need for language services for LEP persons both in developing its budgets and in conducting its programs and activities. Additional information regarding LEP obligations can be found at <http://www.lep.gov>.

The GRANTEE agrees to designate a civil rights contact person who has lead responsibility in insuring that all applicable civil rights requirements, assurances, and conditions are met and who shall act as a liaison in all civil rights matters with the Office of Juvenile Justice and Delinquency Prevention, Office of Justice Programs and the Office for Civil Rights, Office of Justice Programs.

The GRANTEE is required to complete Federal Civil Rights Non-Discrimination Training developed the Office of Civil Rights (OCR) found at www.ojp.gov/program/civil-rights/video-training-grantees/overview.

The GRANTEE will inform the public and subgrantees of affected persons' rights to file a complaint of discrimination with the Office for Civil Rights, Office of Justice Programs for investigation. In the event a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin, or sex against a recipient of funds, the recipient will forward a copy of the finding to the Office for Civil Rights, Office of Justice Programs and the North Dakota Department of Corrections and Rehabilitation, Division of Juvenile Services (DJS).

The GRANTEE will develop an Equal Employment Opportunity Plan (EEO) if it is a government agency or private business that is receiving an award of \$25,000 or greater and has 50 or more employees.

The GRANTEE shall not retaliate against individuals for taking action or participating in action to secure rights protected by the above referenced laws.

V. AUTHORITY TO CONTRACT

The GRANTEE shall not have the authority to contract on behalf of or incur obligations on behalf of NDACo or DJS without written approval of NDACo and DJS. If such subcontract is approved, it shall acknowledge the binding nature of this agreement, and incorporate this agreement, together with its attachments as appropriate.

VI. INDEPENDENT ENTITY

The GRANTEE shall perform as an independent entity under this agreement. The GRANTEE, its employees, agents or representatives are not employees of NDACo or DJS. No part of this agreement shall be construed to represent the creation of an employer/employee relationship.

VII. AUDIT RESPONSIBILITY

The GRANTEE agrees to keep such financial records as are required for sub-grants of OJJDP

grant awards, as detailed in the Office of Justice Programs, Financial Guide and associated Federal Circulars. These records shall be made available to NDACo, DJS, or their agents, upon request at any time during normal business hours. The GRANTEE agrees to include these funds in the annual audit of its organization, and further agrees to allow NDACo, DJS, or their agents, to conduct an audit at the expense of NDACo, DJS, or their agents.

VIII. RETENTION/PRIVACY OF RECORDS

The GRANTEE agrees to retain the financial records identified in paragraph VII above, for a period of three years or until an audit is completed and closed, whichever occurs later. The GRANTEE further agrees to assure the privacy and confidentiality of client records in conformance with all applicable State and federal laws and regulations. The GRANTEE understands that except for the records that are confidential or that have been identified as exempt, this Agreement, and any records generated pursuant to this Agreement may be subject to disclosure under applicable state and federal law.

IX. TERMINATION OF AGREEMENT

If through good cause, the GRANTEE shall fail to fulfill in a timely and proper manner its obligations under this agreement, NDACo or DJS shall thereupon have the right to terminate this agreement by giving written notice 30 days prior to termination to the GRANTEE of such termination. Notwithstanding a termination pursuant to this paragraph, the GRANTEE shall not be relieved of liability to NDACo or DJS, and NDACo or DJS may withhold any payment otherwise due to the GRANTEE.

DJS and NDACo may terminate this Agreement upon delivery of written notice to the GRANTEE, or on any later date stated on the notice under any of the following conditions:

- a. If funding from federal, state, or other sources is not obtained and continued at levels sufficient for the services specified in the Agreement. The Agreement may be modified by the consent of the parties in writing to accommodate any reduction in funds;
- b. If federal or state laws or rules are modified or interpreted in a way that the funding or services are no longer allowable or appropriate or are no longer eligible for funding or payment authorized by this Agreement;
- c. If any license, permit or certificate required by rule or law, or by the terms of the Agreement between the parties, is for any reason denied, revoked, suspended or not renewed.

X. INTERACTING AND MODIFICATION

This agreement constitutes the entire agreement between the GRANTEE, NDACo and DJS. No alteration or amendment shall be effective unless it is reduced to writing, signed by the parties and attached hereto.

XI. APPLICABLE LAW

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

XII. **CAPTIONS**

The captions or headings in this agreement are for convenience only and in no way define, limit or describe the scope or intent of any provisions of this agreement.

XIII. **EXECUTION AND COUNTERPARTS**

This agreement may be executed in several counterparts, each of which shall be an original, all of which shall constitute but one and the same instrument.

XIV. **NOTICES**

All notices, certificates or other communications shall be sufficiently given when delivered or mailed, postage prepaid, to the parties at their respective places of business.

XV. **ASSIGNMENT**

This agreement shall not be assigned or transferred without the expressed written consent of the parties.

XVI. **SUCCESSORS IN INTEREST**

The provisions of the agreement shall be binding upon and shall inure to the benefit of the parties hereto, their respective successors and permitted assigns.

XVII. **FORCE MAJEURE**

The GRANTEE shall not be held responsible for delay or default caused by fire, riot, acts of God and war and other events that are beyond the GRANTEE's reasonable control, provided notice is given to NDACo and DJS of any such delay or default.

XVIII. **SEVERABILITY**

The parties agree that if any term or provision of this agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the agreement did not contain the particular term or provision held to be invalid.

XIX. **INDEMNITY**

GRANTEE agrees to defend, indemnify, and hold harmless the State of North Dakota, its agencies, officers and employees (STATE), from and against claims based on the vicarious liability of the STATE or its agents, but not against claims based on the STATE'S contributory negligence, comparative and/or contributory negligence or fault, sole negligence, or intentional misconduct. This obligation to defend, indemnify, and hold harmless does not extend to professional liability claims arising from professional errors and omissions. The legal defense provided by GRANTEE for the STATE under this provision must be free of any conflicts of interest, even if retention of separate legal counsel for the STATE is necessary. Any attorney appointed to represent the STATE 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. § 54-12-08. GRANTEE also agrees to reimburse the STATE for all costs, expenses and attorneys' fees incurred if the STATE prevails in an action against GRANTEE in establishing and litigating the indemnification coverage provided herein. This obligation shall continue after the termination of this Contract.

XX. INSURANCE

If GRANTEE is a political subdivision, then GRANTEE shall have liability coverage pursuant to N.D.C.C. 32-12.1. If GRANTEE is not a political subdivision then GRANTEE shall secure and keep in force during the term of this Contract and GRANTEE shall require all subcontractors, prior to commencement of an agreement between GRANTEE and the subcontractor, to secure and keep in force during the term of this Contract, 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, including premises or operations, contractual, and products or completed operations coverages (if applicable), with minimum liability limits of \$2,000,000 per occurrence.
2. Automobile liability, including Owned (if any), Hired, and Non-Owned automobiles, with minimum liability limits of \$500,000 per person and \$2,000,000 per occurrence.
3. Workers compensation coverage meeting all statutory requirements. The policy shall provide coverage for all states of operation that apply to the performance of this Contract.

The insurance coverages listed above must meet the following additional requirements:

1. Any deductible or self-insured retention amount or other similar obligation under the policies shall be the sole responsibility of the GRANTEE.
2. This insurance may be in policy or policies of insurance, primary and excess, including the so-called umbrella or catastrophe form and must be placed with insurers rated "A- "or better by A.M. Best Company, Inc., provided any excess policy follows form for coverage. Less than an "A- "rating must be approved by the STATE. The policies shall be in form and terms approved by the STATE.
3. The duty to defend, indemnify, and hold harmless the STATE under this Contract shall not be limited by the insurance required in this Contract.
4. The State of North Dakota and its agencies, officers, and employees (STATE) shall be endorsed on the commercial general liability policy, including any excess policies (to the extent applicable), as additional insured. The STATE 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 Contract or by the contractual indemnity obligations of the GRANTEE.
5. A "Waiver of Subrogation" waiving any right to recovery the insurance company may have against the STATE.
6. The GRANTEE shall furnish a certificate of insurance to the undersigned State representative prior to commencement of this Contract. All endorsements shall be provided as soon as practicable.
7. Failure to provide insurance as required in this Contract is a material breach of contract entitling the STATE to terminate this Contract immediately.
8. GRANTEE shall provide at least 30-day notice of any cancellation or material change to the policies or endorsements. GRANTEE shall provide on an ongoing basis, current certificates of insurance during the term of this Contract. A renewal certificate will be provided 10 days prior to coverage expiration.

XXI. SPOILATION

GRANTEE shall promptly notify STATE of all potential claims that arise or result from this Contract. GRANTEE shall also take all reasonable steps to preserve all physical evidence and information that may be relevant to the circumstances surrounding a potential claim, while maintaining public safety, and grants to STATE the opportunity to review and inspect the evidence, including the scene of an accident.

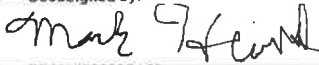
GRANTEE:

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY, AND VOLUNTARY EXCLUSION FOR LOWER TIER COVERED TRANSACTIONS

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 28 C.F.R. Part 67, Section 67.510, Participants' responsibilities. The regulations were published as Part VII of the May 26, 1988, Federal Register (pages 19160-19211).

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
2. Where the lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Youthworks

DocuSigned by:


12/9/2025

DE203833353C4CZ
Mark Heinert, Executive Director

Date

Signatures

In Witness Whereof the parties hereto have entered into this Agreement as evidenced by their signatures below:

For the Department of Corrections and Rehabilitation:

Signed by: 
Michele Zander, Chief Financial Officer
12/9/2025
Date

For the North Dakota Association of Counties:

Signed by: 
Aaron Birst, Executive Director
12/11/2025
Date

For Barnes County:

DocuSigned by: 
Commission Chair
12/15/2025
Date

For Cass County:

Signed by: 
Commission Chair
12/20/2025
Date

For Dickey County:

Signed by: 
Commission Chair
12/20/2025
Date

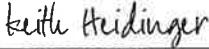
For Foster County:

Signed by: 
Commission Chair
12/29/2025
Date

For Griggs County:

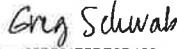
Signed by: 
Commission Chair
12/29/2025
Date

For LaMoure County:

Signed by:

5E8545230401487
Commission Chair

12/31/2025
Date

For Ransom County:

Signed by:

05D701E58E6D488
Commission Chair

1/6/2026
Date

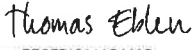
For Stutsman County Sheriff's Office:

DocuSigned by:

20C39C0589BB40B
Sheriff

1/6/2026
Date

For Trail County:

Signed by:

EEC754011A344A3
Commission Chair

1/7/2026
Date


For City of Fargo:

DocuSigned by:

F0FE592E9A2D4EF..
Mayor

1/8/2026
Date

For City of West Fargo:

DocuSigned by:

2AF75E02068B4C6...
Mayor

1/9/2026
Date

For Youthworks:

DocuSigned by:

DE265933353C4C2
Executive Director

12/9/2025
Date

APPENDIX A

PROPOSED BUDGET FOR 12 MONTHS	CALENDAR YEAR
FARGO L.E. SHELTER	2026
INCOME	
FARGO PD (CITY)	42,436.00
WEST FARGO PD (CITY)	37,132.00
CASS COUNTY	100,786.00
BARNES COUNTY	1,591.00
DICKEY COUNTY	1,591.00
FOSTER COUNTY	1,591.00
GRIGGS COUNTY	1,591.00
LAMOURE COUNTY	1,591.00
RANSOM COUNTY	1,591.00
STUTSMAN COUNTY SHERIFF'S OFFICE	1,591.00
TRAILL COUNTY	1,591.00
YOUTHWORKS FUNDRAISING FUNDS	25,000.00
ATTENDANT CARE PROGRAM (EST)	20,000.00
TOTAL INCOME	238,082.00
EXPENSES	
PERSONNEL FULL TIME	114,008.00
BENEFITS FULL TIME	39,004.00
OPERATIONAL COSTS (space, utilities, ins, repairs)	18,270.00
PART TIME SHELTER STAFF	66,800.00
TOTAL EXPENSES	238,082.00
NET INCOME	0.00

APPENDIX B

Grant Award Conditions

1

Meaningful access requirement for individuals with limited English proficiency

The recipient, and any subrecipient at any tier, must take reasonable steps to ensure that individuals with limited English proficiency (LEP) have meaningful access to their programs and activities to comply with Title VI of the Civil Rights Act of 1964 (Title VI), which prohibits discrimination on the basis of national origin, including discrimination against individuals with LEP. Such steps may require providing language assistance services, such as interpretation or translation services. The Department of Justice guidance on compliance with this requirement may be found at "Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons" (67 Fed. Reg. 41455-41472) (<https://www.federalregister.gov/d/02-15207>) and is incorporated by reference here.

2

Compliance with general appropriations-law restrictions on the use of federal funds (FY 2024)

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable restrictions on the use of federal funds set out in federal appropriations statutes. Pertinent restrictions that may be set out in applicable appropriations acts are indicated at <https://ojp.gov/funding/Explore/FY24AppropriationsRestrictions.htm>, and are incorporated by reference here.

Should a question arise as to whether a particular use of federal funds by a recipient (or a subrecipient) would or might fall within the scope of an appropriations-law restriction, the recipient is to contact OJP for guidance, and may not proceed without the express prior written approval of OJP.

3

Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 38

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 38.

Among other things, 28 C.F.R. Part 38 states that recipients may not use direct Federal financial assistance from the Department to support or engage in any explicitly religious activities except when consistent with the Establishment Clause of the First Amendment and any other applicable requirements. An organization receiving Federal financial assistance also may not, in providing services funded by the Department of Justice, or in their outreach activities related to such services, discriminate against a program beneficiary or prospective program beneficiary on the basis of religion, a religious belief, a refusal to hold a religious belief, or refusal to attend or participate in a religious practice. Part 38 also sets out rules and requirements that pertain to recipient and subrecipient ("subgrantee") organizations that engage in or conduct explicitly religious activities, as well as rules and requirements that pertain to recipients and subrecipients that are faith-based or religious organizations. In addition, Part 38 states that a faith-based organization that participates a Department of Justice funded program retains its independence from the Government and may continue to carry out its mission consistent with religious freedom and conscience protections in Federal law.

Recipients and subrecipients that provide social services under this award must give written notice to beneficiaries and prospective beneficiaries prior to the provision of services (if practicable) which shall

include language substantially similar to the language in 28 CFR Part 38, Appendix C, sections (1) through (4). A sample written notice may be found at <https://www.ojp.gov/program/civil-rights-office/partnerships-faith-based-and-other-neighborhood-organizations>.

In certain instances, a faith-based or religious organization may be able to take religion into account when making hiring decisions, provided it satisfies certain requirements. For more information, please see <https://www.ojp.gov/funding/explore/legaloverview2024/civilrightsrequirements>.

4

Requirements of the award; remedies for non-compliance or for materially false statements

The conditions of this award are material requirements of the award. Compliance with any assurances or certifications submitted by or on behalf of the recipient that relate to conduct during the period of performance also is a material requirement of this award.

Limited Exceptions. In certain special circumstances, the U.S. Department of Justice ("DOJ") may determine that it will not enforce, or enforce only in part, one or more requirements otherwise applicable to the award. Any such exceptions regarding enforcement, including any such exceptions made during the period of performance, are (or will be during the period of performance) set out through the Office of Justice Programs ("OJP") webpage entitled "Legal Notices: Special circumstances as to particular award conditions" ([ojp.gov/funding/Explore/LegalNotices-AwardReqs.htm](https://www.ojp.gov/funding/Explore/LegalNotices-AwardReqs.htm)), and incorporated by reference into the award.

By signing and accepting this award on behalf of the recipient, the authorized recipient official accepts all material requirements of the award, and specifically adopts, as if personally executed by the authorized recipient official, all assurances or certifications submitted by or on behalf of the recipient that relate to conduct during the period of performance.

Failure to comply with one or more award requirements -- whether a condition set out in full below, a condition incorporated by reference below, or an assurance or certification related to conduct during the award period -- may result in OJP taking appropriate action with respect to the recipient and the award. Among other things, the OJP may withhold award funds, disallow costs, or suspend or terminate the award. DOJ, including OJP, also may take other legal action as appropriate.

Any materially false, fictitious, or fraudulent statement to the federal government related to this award (or concealment or omission of a material fact) may be the subject of criminal prosecution (including under 18 U.S.C. 1001 and/or 1621, and/or 34 U.S.C. 10271-10273), and also may lead to imposition of civil penalties and administrative remedies for false claims or otherwise (including under 31 U.S.C. 3729-3730 and 3801-3812).

Should any provision of a requirement of this award be held to be invalid or unenforceable by its terms, that provision shall first be applied with a limited construction so as to give it the maximum effect permitted by law. Should it be held, instead, that the provision is utterly invalid or -unenforceable, such provision shall be deemed severable from this award.

5

Effect of failure to address audit issues

The recipient understands and agrees that the DOJ awarding agency (OJP or OWW, as appropriate) may withhold award funds, or may impose other related requirements, if (as determined by the DOJ awarding agency) the recipient does not satisfactorily and promptly address outstanding issues from audits required by the Part 200 Uniform Requirements (or by the terms of this award), or other outstanding issues that arise in connection with audits, investigations, or reviews of DOJ awards.

6

Applicability of Part 200 Uniform Requirements

The Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 C.F.R. Part 200, as adopted and supplemented by DOJ in 2 C.F.R. Part 2800 (together, the "Part 200 Uniform Requirements") apply to this award from OJP.

For more information and resources on the Part 200 Uniform Requirements as they relate to OJP awards and subawards ("subgrants"), see the OJP website at <https://ojp.gov/funding/Part200UniformRequirements.htm>.

Record retention and access: Records pertinent to the award that the recipient (and any subrecipient ("subgrantee") at any tier) must retain -- typically for a period of 3 years from the date of submission of the final expenditure report (SF 425), unless a different retention period applies -- and to which the recipient (and any subrecipient ("subgrantee") at any tier) must provide access, include performance measurement information, in addition to the financial records, supporting documents, statistical records, and other pertinent records indicated at 2 C.F.R. 200.334.

In the event that an award-related question arises from documents or other materials prepared or distributed by OJP that may appear to conflict with, or differ in some way from, the provisions of the Part 200 Uniform Requirements, the recipient is to contact OJP promptly for clarification.

7

Reporting potential fraud, waste, and abuse, and similar misconduct

The recipient, and any subrecipients ("subgrantees") at any tier, must promptly refer to the DOJ Office of the Inspector General (OIG) any credible evidence that a principal, employee, agent, subrecipient, contractor, subcontractor, or other person has, in connection with funds under this award-- (1) submitted a claim that violates the False Claims Act; or (2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct.

Potential fraud, waste, abuse, or misconduct involving or relating to funds under this award should be reported to the OIG by--(1) online submission accessible via the OIG webpage at <https://oig.justice.gov/hotline/contact-grants.htm> (select "Submit Report Online"); (2) mail directed to: U.S. Department of Justice, Office of the Inspector General, Investigations Division, ATTN: Grantee Reporting, 950 Pennsylvania Ave., NW, Washington, DC 20530; and/or (3) by facsimile directed to the DOJ OIG Investigations Division (Attn: Grantee Reporting) at (202) 616-9881 (fax).

Additional information is available from the DOJ OIG website at <https://oig.justice.gov/hotline>.

8

Requirements related to "de minimis" indirect cost rate

A recipient that is eligible under the Part 200 Uniform Requirements and other applicable law to use the "de minimis" indirect cost rate described in 2 C.F.R. 200.414(f), and that elects to use the "de minimis" indirect cost rate, must advise OJP in writing of both its eligibility and its election, and must comply with all associated requirements in the Part 200 Uniform Requirements. The "de minimis" rate may be applied only to modified total direct costs (MTDC) as defined by the Part 200 Uniform Requirements.

9

Compliance with applicable rules regarding approval, planning, and reporting of conferences, meetings, trainings, and other events

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable laws, regulations, policies, and official DOJ guidance (including specific cost limits, prior approval and reporting requirements, where applicable) governing the use of federal funds for expenses related to conferences (as that term is defined by DOJ), including the provision of food and/or beverages at such conferences, and costs of attendance at such conferences.

Information on the pertinent DOJ definition of conferences and the rules applicable to this award appears in the DOJ Grants Financial Guide (currently, as section 3.10 of "Postaward Requirements" in the "DOJ Grants Financial Guide").

10

Requirement for data on performance and effectiveness under the award

The recipient must collect and maintain data that measure the performance and effectiveness of work under this award. The data must be provided to OJP in the manner (including within the timeframes) specified by OJP in the program solicitation or other applicable written guidance. Data collection supports compliance with the Government Performance and Results Act (GPRA) and the GPRA Modernization Act of 2010, and other applicable laws.

11

Compliance with DOJ Grants Financial Guide

References to the DOJ Grants Financial Guide are to the DOJ Grants Financial Guide as posted on the OJP website (currently, the "DOJ Grants Financial Guide" available at <https://ojp.gov/financialguide/DOJ/index.htm>), including any updated version that may be posted during the period of performance. The recipient agrees to comply with the DOJ Grants Financial Guide.

12

Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 42

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 42, specifically including any applicable requirements in Subpart E of 28 C.F.R. Part 42 that relate to an equal employment opportunity program.

Among other items, 28 C.F.R. § 42.106(d), 28 C.F.R. § 42.405(c), and 28 C.F.R. § 42.505(f) contain notice requirements that covered recipients must follow regarding the dissemination of information regarding federal nondiscrimination requirements.

13

Determination of suitability to interact with participating minors

SCOPE. This condition applies to this award if it is indicated -- in the application for the award (as approved by DOJ)(or in the application for any subaward, at any tier), the DOJ funding announcement (solicitation), or an associated federal statute -- that a purpose of some or all of the activities to be carried out under the award (whether by the recipient, or a subrecipient at any tier) is to benefit a set of individuals under 18 years of age.

The recipient, and any subrecipient at any tier, must make determinations of suitability before certain individuals may interact with participating minors. This requirement applies regardless of an individual's employment status.

The details of this requirement are posted on the OJP web site at <https://ojp.gov/funding/Explore/Interact-Minors.htm> (Award condition: Determination of suitability required, in advance, for certain individuals who may interact with participating minors), and are incorporated by reference here.

14

Requirement to disclose whether recipient is designated "high risk" by a federal grant-making agency outside of DOJ

If the recipient is designated "high risk" by a federal grant-making agency outside of DOJ, currently or at any time during the course of the period of performance under this award, the recipient must disclose that fact and certain related information to OJP by email at OJP.ComplianceReporting@ojp.usdoj.gov. For purposes of this disclosure, high risk includes any status under which a federal awarding agency provides additional oversight due to the recipient's past performance, or other programmatic or financial concerns with the recipient. The recipient's disclosure must include the following: 1. The federal awarding agency that currently designates the recipient high risk, 2. The date the recipient was designated high risk, 3. The high-risk point of contact at that federal awarding agency (name, phone number, and email address), and 4. The reasons for the high-risk status, as set out by the federal awarding agency.

15

Employment eligibility verification for hiring under the award

1. The recipient (and any subrecipient at any tier) must--

A. Ensure that, as part of the hiring process for any position within the United States that is or will be funded (in whole or in part) with award funds, the recipient (or any subrecipient) properly verifies the employment eligibility of the individual who is being hired, consistent with the provisions of 8 U.S.C. 1324a(a)(1).

B. Notify all persons associated with the recipient (or any subrecipient) who are or will be involved in activities under this award of both--

(1) this award requirement for verification of employment eligibility, and

(2) the associated provisions in 8 U.S.C. 1324a(a)(1) that, generally speaking, make it unlawful, in the United States, to hire (or recruit for employment) certain aliens.

C. Provide training (to the extent necessary) to those persons required by this condition to be notified of the award requirement for employment eligibility verification and of the associated provisions of 8 U.S.C. 1324a(a)(1).

D. As part of the recordkeeping for the award (including pursuant to the Part 200 Uniform Requirements), maintain records of all employment eligibility verifications pertinent to compliance with this award condition in accordance with Form I-9 record retention requirements, as well as records of all pertinent notifications and trainings.

2. Monitoring

The recipient's monitoring responsibilities include monitoring of subrecipient compliance with this condition.

3. Allowable costs

To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) of actions designed to ensure compliance with this condition.

4. Rules of construction

A. Staff involved in the hiring process

For purposes of this condition, persons "who are or will be involved in activities under this award" specifically includes (without limitation) any and all recipient (or any subrecipient) officials or other staff who are or will be involved in the hiring process with respect to a position that is or will be funded (in whole or in part) with award funds.

B. Employment eligibility confirmation with E-Verify

For purposes of satisfying the requirement of this condition regarding verification of employment eligibility, the recipient (or any subrecipient) may choose to participate in, and use, E-Verify (www.e-verify.gov), provided an appropriate person authorized to act on behalf of the recipient (or subrecipient) uses E-Verify (and follows the proper E-Verify procedures, including in the event of a "Tentative Nonconfirmation" or a "Final Nonconfirmation") to confirm employment eligibility for each hiring for a position in the United States that is or will be funded (in whole or in part) with award funds.

C. "United States" specifically includes the District of Columbia, Puerto Rico, Guam, the Virgin Islands of the United States, and the Commonwealth of the Northern Mariana Islands.

D. Nothing in this condition shall be understood to authorize or require any recipient, any subrecipient at any tier, or any person or other entity, to violate any federal law, including any applicable civil rights or nondiscrimination law.

E. Nothing in this condition, including in paragraph 4.B., shall be understood to relieve any recipient, any subrecipient at any tier, or any person or other entity, of any obligation otherwise imposed by law, including 8 U.S.C. 1324a(a)(1).

Questions about E-Verify should be directed to DHS. For more information about E-Verify visit the E-Verify website (<https://www.e-verify.gov/>) or email E-Verify at E-Verify@dhs.gov. E-Verify employer agents can email E-Verify at E-VerifyEmployerAgent@dhs.gov.

Questions about the meaning or scope of this condition should be directed to OJP, before award acceptance.

16

Encouragement of policies to ban text messaging while driving

Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg. 51225 (October 1, 2009), DOJ encourages recipients and subrecipients ("subgrantees") to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this award, and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.

17

Reclassification of various statutory provisions to a new Title 34 of the United States Code

On September 1, 2017, various statutory provisions previously codified elsewhere in the U.S. Code were editorially reclassified (that is, moved and renumbered) to a new Title 34, entitled "Crime Control and Law Enforcement." The reclassification encompassed a number of statutory provisions pertinent to

OJP awards (that is, OJP grants and cooperative agreements), including many provisions previously codified in Title 42 of the U.S. Code.

Effective as of September 1, 2017, any reference in this award document to a statutory provision that has been reclassified to the new Title 34 of the U.S. Code is to be read as a reference to that statutory provision as reclassified to Title 34. This rule of construction specifically includes references set out in award conditions, references set out in material incorporated by reference through award conditions, and references set out in other award requirements.

18

Restrictions and certifications regarding non-disclosure agreements and related matters

No recipient or subrecipient ("subgrantee") under this award, or entity that receives a procurement contract or subcontract with any funds under this award, may require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits or otherwise restricts, or purports to prohibit or restrict, the reporting (in accordance with law) of waste, fraud, or abuse to an investigative or law enforcement representative of a federal department or agency authorized to receive such information.

The foregoing is not intended, and shall not be understood by the agency making this award, to contravene requirements applicable to Standard Form 312 (which relates to classified information), Form 4414 (which relates to sensitive compartmented information), or any other form issued by a federal department or agency governing the nondisclosure of classified information.

1. In accepting this award, the recipient—

- a. represents that it neither requires nor has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and
- b. certifies that, if it learns or is notified that it is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

2. If the recipient does or is authorized under this award to make subawards ("subgrants"), procurement contracts, or both--

a. it represents that—

(1) it has determined that no other entity that the recipient's application proposes may or will receive award funds (whether through a subaward ("subgrant"), procurement contract, or subcontract under a procurement contract) either requires or has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

(2) it has made appropriate inquiry, or otherwise has an adequate factual basis, to support this representation; and

b. it certifies that, if it learns or is notified that any subrecipient, contractor, or subcontractor entity that receives funds under this award is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds to or by that entity, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

19

OJP Training Guiding Principles

Any training or training materials that the recipient -- or any subrecipient ("subgrantee") at any tier -- develops or delivers with OJP award funds must adhere to the OJP Training Guiding Principles for Grantees and Subgrantees, available at <https://www.ojp.gov/funding/implement/training-guiding-principles-grantees-and-subgrantees>.

20

Specific post-award approval required to use a noncompetitive approach in any procurement contract that would exceed \$250,000

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements to obtain specific advance approval to use a noncompetitive approach in any procurement contract that would exceed the Simplified Acquisition Threshold (currently, \$250,000). This condition applies to agreements that -- for purposes of federal grants administrative requirements -- OJP considers a procurement "contract" (and therefore does not consider a subaward).

The details of the requirement for advance approval to use a noncompetitive approach in a procurement contract under an OJP award are posted on the OJP web site at <https://ojp.gov/funding/Explore/NoncompetitiveProcurement.htm> (Award condition: Specific post-award approval required to use a noncompetitive approach in a procurement contract (if contract would exceed \$250,000)), and are incorporated by reference here.

21

Requirement to report potentially duplicative funding

If the recipient currently has other active awards of federal funds, or if the recipient receives any other award of federal funds during the period of performance for this award, the recipient promptly must determine whether funds from any of those other federal awards have been, are being, or are to be used (in whole or in part) for one or more of the identical cost items for which funds are provided under this award. If so, the recipient must promptly notify the DOJ awarding agency (OJP or OWW, as appropriate) in writing of the potential duplication, and, if so requested by the DOJ awarding agency, must seek a budget-modification or change-of-project-scope Grant Award Modification (GAM) to eliminate any inappropriate duplication of funding.

22

Required training for Grant Award Administrator and Financial Manager

The Grant Award Administrator and all Financial Managers for this award must have successfully completed an "OJP financial management and grant administration training" by 120 days after the date of the recipient's acceptance of the award. Successful completion of such a training on or after January 1, 2021, will satisfy this condition.

In the event that either the Grant Award Administrator or a Financial Manager for this award changes during the period of performance, the new Grant Award Administrator or Financial Manager must have successfully completed an "OJP financial management and grant administration training" by 120 calendar days after the date the Entity Administrator enters updated Grant Award Administrator or Financial Manager information in JustGrants. Successful completion of such a training on or after January 1, 2021, will satisfy this condition.

A list of OJP trainings that OJP will consider "OJP financial management and grant administration training" for purposes of this condition is available at <https://onlinegfmt.training.ojp.gov/>. All trainings that satisfy this condition include a session on grant fraud prevention and detection.

The recipient should anticipate that OJP will immediately withhold ("freeze") award funds if the recipient fails to comply with this condition. The recipient's failure to comply also may lead OJP to impose additional appropriate conditions on this award.

23

Compliance with 41 U.S.C. 4712 (including prohibitions on reprisal; notice to employees)

The recipient (and any subrecipient at any tier) must comply with, and is subject to, all applicable provisions of 41 U.S.C. 4712, including all applicable provisions that prohibit, under specified circumstances, discrimination against an employee as reprisal for the employee's disclosure of information related to gross mismanagement of a federal grant, a gross waste of federal funds, an abuse of authority relating to a federal grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal grant.

The recipient also must inform its employees, in writing (and in the predominant native language of the workforce), of employee rights and remedies under 41 U.S.C. 4712.

Should a question arise as to the applicability of the provisions of 41 U.S.C. 4712 to this award, the recipient is to contact the DOJ awarding agency (OJP or OVW, as appropriate) for guidance.

24

Requirements pertaining to prohibited conduct related to trafficking in persons (including reporting requirements and OJP authority to terminate award)

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements (including requirements to report allegations) pertaining to prohibited conduct related to the trafficking of persons, whether on the part of recipients, subrecipients ("subgrantees"), or individuals defined (for purposes of this condition) as "employees" of the recipient or of any subrecipient. The details of the recipient's obligations related to prohibited conduct related to trafficking in persons are posted on the OJP web site at <https://ojp.gov/funding/Explore/ProhibitedConduct-Trafficking.htm> (Award condition: Prohibited conduct by recipients and subrecipients related to trafficking in persons (including reporting requirements and OJP authority to terminate award)), and are incorporated by reference here.

25

Potential imposition of additional requirements

The recipient agrees to comply with any additional requirements that may be imposed by the DOJ awarding agency (OJP or OVW, as appropriate) during the period of performance for this award, if the recipient is designated as "high-risk" for purposes of the DOJ high-risk grantee list.

26

Requirement to report actual or imminent breach of personally identifiable information (PII)

The recipient (and any "subrecipient" at any tier) must have written procedures in place to respond in the event of an actual or imminent "breach" (OMB M-17-12) if it (or a subrecipient) -- (1) creates, collects, uses, processes, stores, maintains, disseminates, discloses, or disposes of "Personally Identifiable Information (PII)" (2 CFR 200.1) within the scope of an OJP grant-funded program or activity, or (2) uses or operates a "Federal information system" (OMB Circular A-130). The recipient's breach procedures must include a requirement to report actual or imminent breach of PII to an OJP Program Manager no later than 24 hours after an occurrence of an actual breach, or the detection of an imminent breach.

27

Requirements related to System for Award Management and Universal Identifier Requirements

The recipient must comply with applicable requirements regarding the System for Award Management (SAM), currently accessible at <https://www.sam.gov/>. This includes applicable requirements regarding registration with SAM, as well as maintaining the currency of information in SAM.

The recipient also must comply with applicable restrictions on subawards ("subgrants") to first-tier subrecipients (first-tier "subgrantees"), including restrictions on subawards to entities that do not acquire and provide (to the recipient) the unique entity identifier required for SAM registration.

The details of the recipient's obligations related to SAM and to unique entity identifiers are posted on the OJP web site at <https://ojp.gov/funding/Explore/SAM.htm> (Award condition: System for Award Management (SAM) and Universal Identifier Requirements), and are incorporated by reference here.

This condition does not apply to an award to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).

28

Compliance with restrictions on the use of federal funds--prohibited and controlled equipment under OJP awards

Consistent with Executive Order 14074, "Advancing Effective, Accountable Policing and Criminal Justice Practices To Enhance Public Trust and Public Safety," OJP has prohibited the use of federal funds under this award for purchases or transfers of specified equipment by law enforcement agencies. In addition, OJP requires the recipient, and any subrecipient ("subgrantee") at any tier, to put in place specified controls prior to using federal funds under this award to acquire or transfer any property identified on the "controlled equipment" list. The details of the requirement are posted on the OJP web site at <https://www.ojp.gov/funding/explore/prohibited-and-controlled-equipment> (Award condition: Compliance with restrictions on the use of federal funds--prohibited and controlled equipment under OJP awards), and are incorporated by reference here.

29

Restrictions on "lobbying"

In general, as a matter of federal law, federal funds awarded by OJP may not be used by the recipient, or any subrecipient ("subgrantee") at any tier, either directly or indirectly, to support or oppose the enactment, repeal, modification, or adoption of any law, regulation, or policy, at any level of government. See 18 U.S.C. 1913. (There may be exceptions if an applicable federal statute specifically authorizes certain activities that otherwise would be barred by law.)

Another federal law generally prohibits federal funds awarded by OJP from being used by the recipient, or any subrecipient at any tier, to pay any person to influence (or attempt to influence) a federal agency, a Member of Congress, or Congress (or an official or employee of any of them) with respect to the awarding of a federal grant or cooperative agreement, subgrant, contract, subcontract, or loan, or with respect to actions such as renewing, extending, or modifying any such award. See 31 U.S.C. 1352. Certain exceptions to this law apply, including an exception that applies to Indian tribes and tribal organizations.

Should any question arise as to whether a particular use of federal funds by a recipient (or subrecipient) would or might fall within the scope of these prohibitions, the recipient is to contact OJP for guidance, and may not proceed without the express prior written approval of OJP.

30

All subawards ("subgrants") must have specific federal authorization

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable

requirements for authorization of any subaward. This condition applies to agreements that -- for purposes of federal grants administrative requirements -- OJP considers a "subaward" (and therefore does not consider a procurement "contract").

The details of the requirement for authorization of any subaward are posted on the OJP web site at <https://ojp.gov/funding/Explore/SubawardAuthorization.htm> (Award condition: All subawards ("subgrants") must have specific federal authorization), and are incorporated by reference here.

31

Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 54

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 54, which relates to nondiscrimination on the basis of sex in certain "education programs."

Among other items, 28 C.F.R. § 54.140 contains notice requirements that covered recipients must follow regarding the dissemination of information regarding federal nondiscrimination requirements.

32

FFATA reporting: Subawards and executive compensation

The recipient must comply with applicable requirements to report first-tier subawards ("subgrants") of \$30,000 or more and, in certain circumstances, to report the names and total compensation of the five most highly compensated executives of the recipient and first-tier subrecipients (first-tier "subgrantees") of award funds. The details of recipient obligations, which derive from the Federal Funding Accountability and Transparency Act of 2006 (FFATA), are posted on the OJP web site at <https://ojp.gov/funding/Explore/FFATA.htm> (Award condition: Reporting Subawards and Executive Compensation), and are incorporated by reference here.

This condition, including its reporting requirement, does not apply to-- (1) an award of less than \$30,000, or (2) an award made to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).

33

The recipient agrees to submit a final report at the end of this award documenting all relevant project activities during the entire period of support under this award. This report will include detailed information about the project(s) funded, including, but not limited to, information about how the funds were actually used for each purpose area, data to support statements of progress, and data concerning individual results and outcomes of funded projects reflecting project successes and impacts. The final report is due no later than 120 days following the close of this award period or the expiration of any extension periods. This report will be submitted to the Office of Justice Programs, on-line through the Internet at <https://justgrants.usdoj.gov/>

34

Title II Performance Reports

The recipient shall submit annual performance reports. Performance reports shall be submitted after the end of the reporting period (October 1 - September 30), no later than December 30 of each year, for the life of the award. These reports will be submitted to the Office of Justice Programs, on-line through the Internet at [https://justgrants.usdoj.gov.](https://justgrants.usdoj.gov/)

35

Justification of consultant rate

Approval of this award does not indicate approval of any consultant rate in excess of \$650 per day. A

detailed justification must be submitted to and approved by the OJP program office prior to obligation or expenditure of such funds.

36

OJJDP- Title II - Withholding of funds for pending budget documentation

The recipient may not expend or draw down award funds until the recipient submits, and OJP reviews and approves, the required budget and budget narrative reflecting the total amount for the award, and an Award Condition Modification (ACM) has been issued to remove this award condition.

37

The grantee agrees that not later than 60 days after the date on which the award is made (or, if applicable, 60 days after OJJDP releases a grant condition requiring a revised state plan), the grantee shall make the state plan or amended plan required under 34 U.S.C. 11133(a), and submitted as part of the application for this award, publicly available, by posting it on the state's publicly available website.

38

The recipient agrees that, consistent with applicable State law, staff directly associated with administration of the OJJDP Formula Grants Program will attend and participate in conferences, workshops, training sessions and other national or regional meetings deemed by OJJDP to be critical to the administration of this Program. OJJDP will determine which staff and the number of staff that should attend each meeting, consistent with the scope and subject matter of the meeting. Cost of attendance will be borne by the recipient as an administrative cost to the grant or paid from State Advisory Group set aside funds under Section 222(d), as appropriate.

39

The recipient agrees that, as required by federal law (31 U.S.C. 1301(a)), the funds allocated to support its State Advisory Group (SAG) pursuant to 34 U.S.C. 11132(d) must be expended in a manner consistent with the purposes set forth at 34 U.S.C. 11133(a)(3)(B), (C), and (D). If the recipient's SAG chooses to use a portion of its limited formula grant set-aside for organizational membership fees, such costs are only allowable if those costs meet the requirements of 2 C.F.R. 200.454. The use of federal funds for 1) cash or in-kind contributions, 2) donations, or 3) payment of membership fees in organizations substantially engaged in lobbying, is specifically prohibited by 2 C.F.R. 434 and 454.

40

Pursuant to Section 223(a)(3)(A)(iii) of the Juvenile Justice and Delinquency Prevention Act of 1974, as amended (34 U.S.C. 11101, et seq.), the chairperson of the State Advisory Group cannot be a full-time employee of the Federal, State, or local government. This prohibition applies also to an Acting Chair, or other person assuming the duties and responsibilities of the Chair, whether permanently or on a temporary basis.

41

"Methods of Administration" - monitoring compliance with civil rights laws and nondiscrimination provisions

The recipient's monitoring responsibilities include monitoring of subrecipient compliance with applicable federal civil rights laws and nondiscrimination provisions. Within 90 days of the date of award acceptance, the recipient must submit to OJP's Office for Civil Rights (at CivilRightsMOA@usdoj.gov) written Methods of Administration ("MOA") for subrecipient monitoring with respect to civil rights requirements. In addition, upon request by OJP (or by another authorized federal agency), the recipient must make associated documentation available for review.

The details of the recipient's obligations related to Methods of Administration are posted on the OJP web site at <https://ojp.gov/funding/Explore/StateMethodsAdmin-FY2017update.htm> (Award condition: "Methods of Administration" - Requirements applicable to States (FY 2017 Update)), and are incorporated by reference here.

42

Confidentiality of data

The recipient (and any subrecipient at any tier) must comply with all confidentiality requirements of 34 U.S.C. 10231 and 28 C.F.R. Part 22 that are applicable to collection, use, and revelation of data or information. The recipient further agrees, as a condition of award approval, to submit a Privacy Certificate that is in accord with requirements of 28 C.F.R. Part 22 and, in particular, 28 C.F.R. 22.23.

43

Protection of human research subjects

The recipient (and any subrecipient at any tier) must comply with the requirements of 28 C.F.R. Part 46 and all OJP policies and procedures regarding the protection of human research subjects, including obtainment of Institutional Review Board approval, if appropriate, and subject informed consent.

44

Recipient integrity and performance matters: Requirement to report information on certain civil, criminal, and administrative proceedings to SAM and FAPIIS

The recipient must comply with any and all applicable requirements regarding reporting of information on civil, criminal, and administrative proceedings connected with (or connected to the performance of) either this OJP award or any other grant, cooperative agreement, or procurement contract from the federal government. Under certain circumstances, recipients of OJP awards are required to report information about such proceedings, through the federal System for Award Management (known as "SAM"), to the designated federal integrity and performance system (currently, "FAPIIS").

The details of recipient obligations regarding the required reporting (and updating) of information on certain civil, criminal, and administrative proceedings to the federal designated integrity and performance system (currently, "FAPIIS") within SAM are posted on the OJP web site at <https://ojp.gov/funding/FAPIIS.htm> (Award condition: Recipient Integrity and Performance Matters, including Recipient Reporting to FAPIIS), and are incorporated by reference here.



CITY ATTORNEY
Ian R. McLean

**OFFICE OF THE
CITY ATTORNEY**



SERKLAND LAW FIRM

10 Roberts Street North

Fargo, ND 58102

Phone: 701.232.8957 | Fax: 701.237.4049

ASSISTANT CITY ATTORNEYS

Nancy J. Morris ■ Alissa R. Farol Czapiewski

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

March 26, 2026

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

RE: An Ordinance Repealing Section 405 of the 2024 International Property Maintenance Code (IPMC) Relating to Home Day Care Occupancy Requirements

Dear Mayor and Commissioners,

Enclosed for your consideration and approval is an ordinance amending Section 31-0102 in Article 31-01 of the Fargo Municipal Code (which contains the City's amendments to the IPMC), by repealing Section 405, relating to home day care occupancy requirements. This provision was originally adopted as a local amendment to the IPMC on July 2, 2025.

As outlined in Inspections Director Shawn Ouradnik's March 16, 2026, memorandum to this Board, Section 405 has proven to be duplicative of existing state regulations governing in-home childcare. Repeal of this section will eliminate redundant oversight while preserving the City's existing regulatory role. The Inspections Department will continue to inspect commercial daycare facilities in accordance with applicable building codes, and the Fargo Fire Department will continue to conduct initial facility inspections.

The Board of Appeals considered this matter at its March 5, 2026, meeting and recommended repeal. Subsequently, at its March 16, 2026, meeting, the Board of City Commissioners directed the City Attorney's Office to prepare an ordinance effectuating that recommendation.

Accordingly, the proposed ordinance is submitted for your approval.

Suggested Motion: I move to receive and file an ordinance amending Section 31-0102 of Article 31-01 of Chapter 31 of the Fargo Municipal Code relating to the International Property Maintenance Code and to place the ordinance on for first reading at the next regularly-scheduled city commission meeting.

Page 2
March 26, 2026
Board of City Commissioners
Amending Fargo Mun. Code § 31-0102

Sincerely,

A handwritten signature in black ink, appearing to read "Alissa R. Farol Czapiewski". The signature is fluid and cursive, with a long horizontal stroke extending to the right.

Alissa R. Farol Czapiewski
Assistant City Attorney

Enclosure

cc: Shawn Ouradnik, Inspections Department

OFFICE OF THE CITY ATTORNEY
FARGO, NORTH DAKOTA

ORDINANCE NO. _____

AN ORDINANCE AMENDING SECTION 31-0102 OF ARTICLE 31-01
OF CHAPTER 31 OF THE FARGO MUNICIPAL CODE
RELATING TO THE INTERNATIONAL PROPERTY MAINTENANCE CODE

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

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

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

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

NOW, THEREFORE,

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

Section 1. Amendment.

Section 405 Home Day Care Occupancy of Section 31-0102 of Article 31-01 of Chapter 31 of the Fargo Municipal Code is hereby deleted in its entirety.

Section 2. Penalty.

A person who willfully violates this ordinance is guilty of an infraction. Every person, firm or corporation violating an ordinance which is punishable as an infraction shall be punished by a fine not to exceed \$1,000.00; the court to have power to suspend said sentence and to revoke the suspension thereof.

OFFICE OF THE CITY ATTORNEY
FARGO, NORTH DAKOTA

ORDINANCE NO. _____

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Section 3. 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

(SEAL)

Attest:

First Reading:
Second Reading:
Final Passage:
Publication:

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

OFFICE OF THE CITY ATTORNEY
FARGO, NORTH DAKOTA

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ORDINANCE NO. _____

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AN ORDINANCE REZONING CERTAIN PARCELS OF LAND
LYING IN CLARA BARTON SCHOOL ADDITION TO THE
CITY OF FARGO, CASS COUNTY, NORTH DAKOTA

WHEREAS, the Fargo Planning Commission and the Board of City Commissioners of the City of Fargo have held hearings pursuant to published notice to consider the proposed rezoning of certain parcels of land lying in the proposed Clara Barton School Addition to the City of Fargo, Cass County, North Dakota; and,

WHEREAS, the Fargo Planning Commission recommended approval of the rezoning request on January 6, 2026; and,

WHEREAS, the rezoning changes were approved by the City Commission on March 16, 2026,

NOW, THEREFORE,

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

Section 1. The following described property:

All of Clara Barton School Addition to the City of Fargo, Cass County, North Dakota,

is hereby rezoned from "P/T", Public and Institutional, District and "SR-2", Single Dwelling Residential, District to "P/I", Public and Institutional, District.

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

OFFICE OF THE CITY ATTORNEY
FARGO, NORTH DAKOTA

ORDINANCE NO. _____

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

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Timothy J. Mahoney, M.D., Mayor

(SEAL)

Attest:

Angie Bear, Deputy City Auditor
on behalf of City Auditor

First Reading:
Second Reading:
Final Passage:



5

MEMORANDUM

TO: BOARD OF CITY COMMISSIONERS

FROM: AUDITORS OFFICE

SUBJECT: 2026-2027 3rd QUARTER ALCOHOL BEVERAGE LICENSE RENEWAL

DATE: MARCH 30, 2026

Attached is a list of alcoholic beverage establishments seeking renewal of their Liquor and Live Entertainment licenses through March 31, 2027. These licenses are eligible for renewal subsequent to all requirements being fulfilled.

The renewal requirements include:

- Completion and submission of license renewal form.
- Submission of a CPA statement or ND sales tax summary indicating the food percentage has been met for applicable licensees.
- Background check on current owners and manager(s) performed by Fargo Police Department.

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

Recommended Motion:

Approve the 3RD quarter renewal of the attached Liquor licenses until March 31, 2027, upon the condition that all of the essential requirements for renewal are present by March 31, 2026.

701 Eateries, Prairie Kitchen & Camp Lone Tree

Amvets
Brew Bird
Brewtus Clubhouse
Cellar 624
CJ's Tavern
Crooked Pint
Delta Hotels
Edgewood Tavern
El Zagal
Fargo Air Museum
Fargo Courtyard
FargoDome
F-M Red Hawks
Garden Pavilion/One on One Catering
Golf Addiction
Hilton Garden Inn
Homewood Suites by Hilton
Jasper Hotel
Lucky's 13 Pub
Men's Hair World
Moonrise Café
Pounds
Proof Artisan Distillers
Ramada Hotel & Conference
SideStreet Grille & Pub
Simy's Bottle Shop
Sky Dine Services
SouthTown PourHouse
Spicy Pie
Spirit Shop (33 ST)
Square One
Stamart Liquor
Staybridge Suites Hotel
Sunrose Nail & Day Spa
Target Wine & Spirits
Target Wine & Spirits-Alexander Drive
Teddy's
The Box
The Stage at Island Park, Fargo Moorhead Community Theatre
Touchmark at Harwood Groves
Windbreak Saloon



MEMORANDUM

TO: BOARD OF CITY COMMISSIONERS

FROM: AUDITOR'S OFFICE

DATE: MARCH 30, 2026

SUBJECT: GAMES OF CHANCE APPLICATIONS

Please find attached the Applications for Games of Chance.

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



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



Applying for (check one)

Local Permit Restricted Event Permit*

Games to be conducted

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

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

ORGANIZATION INFO

Name of Organization or Group: EL ZAGAL Outdoors Unlimited Dates of Activity (Does not include dates for the sales of tickets): 7/1/26 - 7/31/26

Organization or Group Contact Person: Roger Ellsworth E-mail: rogerellsworth11@gmail.com Telephone Number: 612-849-2888

Business Address: 1429 3rd St N City: _____ State: _____ ZIP Code: _____

Mailing Address (if different): _____ City: _____ State: _____ ZIP Code: _____

SITE INFO

Site Name: El Zagal Temple 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.)

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

Game Type	Description of Prize	Exact Retail Value of Prize
Calendar Raffle (Ten Dollar ticket)	CASH - M-Thursday \$25	\$ 2100 ⁰⁰
	Friday \$50 Saturday \$100	
	Sunday \$250	
	Total (limit \$50,000 per year)	\$ 2100 ⁻

ADDITIONAL REQUIRED INFORMATION

Intended Uses of Gaming Proceeds: Temple 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: Roger Ellsworth Telephone Number: 612-849-2888 E-mail Address: rogerellsworth11@gmail.com

Signature of Organization Group's Permit Organizer: Roger Ellsworth Title: David A. J 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 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 Lions		Dates of Activity (Does not include dates for the sales of tickets) 09/14/2026 to 01/04/2027	
Organization or Group Contact Person Brian Grave	E-mail Fargo.Lions.Treasurer@outlook.com	Telephone Number 701-200-5908	
Business Address PO Box 21	City Fargo	State ND	ZIP Code 58102-0021
Mailing Address (if different)	City	State	ZIP Code

SITE INFO

Site Name Fargo Lions c/o Brian Grave		County Cass	
Site Physical Address 4421 Sunset Blvd	City West Fargo	State ND	ZIP Code 58078
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.) Every Monday 09/14/2026 thru 01/04/2027			

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

Game Type	Description of Prize	Exact Retail Value of Prize
Sports Pool	Cash. Monday Night Football (NFL) calendar sports pool. Cash prize of \$50	10,200.00
	each game per board. 17 games in season for total prizes of \$850 per set	
	(book) sold. Maximum 12 sets of books for \$10,200 payouts.	
	Total (limit \$50,000 per year)	\$ 10,200.00

ADDITIONAL REQUIRED INFORMATION

Intended Uses of Gaming Proceeds
Lions Club Charitable programs which includes paying for eye exams and eye glasses for those without insurance coverage.

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 Jenna Currie-Mueller	Telephone Number 701-540-8498	E-mail Address jenna@f5project.org
Signature of Organization Group's Permit Organizer 	Title President	Date 03/23/2026



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

✓ 3/16

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 FM WALLEYES UNLIMITED, INC.		Dates of Activity (Does not include dates for the sales of tickets) 10/15/2026	
Organization or Group Contact Person DAVE WASNESS	E-mail Dave.Wasness@FMWalleyes.com	Telephone Number 701-361-5999	
Business Address PO BOX 1017	City MOORHEAD	State MN	ZIP Code 56560
Mailing Address (if different)	City	State	ZIP Code

SITE INFO

Site Name RAMADA	County CASS
Site Physical Address 3333 13TH Ave S	City FARGO
	State ND
	ZIP Code 58103

Provide the exact date(s) & frequency of each event & type (Ex. Bingo every Friday 10/1-12/31, Raffle - 10/30, 11/30, 12/31, etc.)
Raffle on 10/15/2026

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

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

ADDITIONAL REQUIRED INFORMATION

Intended Uses of Gaming Proceeds
To fund FM Walleyes for 2026-2027. Help promote conservation, sportsmanship and education of walleye fishing in FM area.

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: **\$3300.00** (This amount is part of the total prize limit for \$50,000 per fiscal year)

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

Printed Name of Organization Group's Permit Organizer DAVE WASNESS	Telephone Number 701-361-5999	E-mail Address DGWASNESS@GMAIL.COM
Signature of Organization Group's Permit Organizer 	Title Past President	Date 3-16-2026



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 <i>Nordic Culture Clubs</i>		Dates of Activity (Does not include dates for the sales of tickets) <i>April 18, 2026</i>	
Organization or Group Contact Person <i>Marit Hordvik, president</i>	E-mail <i>nordiccultureclubspres@aol.com</i>	Telephone Number <i>(701) 361-2600</i>	
Business Address <i>2419 12th Ave SW #2E</i>	City <i>Moorhead</i>	State <i>MN</i>	ZIP Code <i>56560</i>
Mailing Address (if different)	City	State	ZIP Code

SITE INFO

Site Name <i>Faith United Methodist Church</i>	County <i>Cass</i>
Site Physical Address <i>909 19th Ave. N.</i>	City <i>Fargo</i>
	State <i>ND</i>
	ZIP Code <i>58102</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.)
April 18, 2026 Gala (dinner, silent auction, music, and 50/50 Raffle)

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

Game Type	Description of Prize	Exact Retail Value of Prize
<i>50/50 Raffle</i>	<i>1/2 of ticket sales</i>	<i>200 \$220 - 300</i>
Total (limit \$50,000 per year)		<i>\$ 220 - 300</i>

ADDITIONAL REQUIRED INFORMATION

Intended Uses of Gaming Proceeds
Put monies to funding the Scandinavian Festival June 19-20, 2026 (at Hylenkomst Center)

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>Marit Hordvik</i>	Telephone Number <i>(701) 361 2600</i>	E-mail Address <i>nordiccultureclubspres@aol.com</i>
Signature of Organization Group's Permit Organizer <i>Marit Hordvik</i>	Title <i>President, NCC</i>	Date <i>March 21, 2026</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 YWCA Cass Clay		Dates of Activity (Does not include dates for the sales of tickets) April 20, 2026	
Organization or Group Contact Person Mikayla Kludt	E-mail mkludt@ywcacassclay.org	Telephone Number 701-478-2243	
Business Address 4650 38th Ave S, Ste 110	City Fargo	State ND	ZIP Code 58104
Mailing Address (if different)	City	State	ZIP Code

SITE INFO

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

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

Raffle, raffle board, and Heads or Tails Paddles, April 20, 2026

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

Game Type	Description of Prize	Exact Retail Value of Prize
Raffle Board	One Board with prizes, see attached	3,410.00
Raffle	6 Raffle prizes, see attached	3,784.00
Heads or Tails	One Prize, see attached	1,875.00
Total (limit \$50,000 per year)		\$ 9,069.00

ADDITIONAL REQUIRED INFORMATION

Intended Uses of Gaming Proceeds
All proceeds benefit YWCA Emergency Shelter programs and 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: **10,720.00** (This amount is part of the total prize limit for \$50,000 per fiscal year)

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

Yes No

Printed Name of Organization Group's Permit Organizer Erin Prochnow	Telephone Number 701-232-2547	E-mail Address eprochnow@ywcacassclay.org
Signature of Organization Group's Permit Organizer 	Title CEO, YWCA Cass Clay	Date 3/24/2026



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 Central Cass Archery Team		Dates of Activity (Does not include dates for the sales of tickets) 4/15/26	
Organization or Group Contact Person Jeremy Ferguson	E-mail outdoorprojectsfargo@gmail.com	Telephone Number 701.318.2209	
Business Address 234 Maple Point Blvd	City Mapleton	State ND	ZIP Code 58058
Mailing Address (if different)	City	State	ZIP Code

SITE INFO

Site Name Southtown Pourhouse	County Cass		
Site Physical Address 4281 45 St S, Suite 104	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.) 4/15/26			

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

Game Type	Description of Prize	Exact Retail Value of Prize
Raffle	Guns	40,000.00
Total (limit \$50,000 per year)		\$ 40,000.00

ADDITIONAL REQUIRED INFORMATION

Intended Uses of Gaming Proceeds
Travel Expenses for archery team, archery equipment

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

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

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

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

Printed Name of Organization Group's Permit Organizer Jeremy Ferguson	Telephone Number 701.318.2209	E-mail Address outdoorprojectsfargo@gmail.com
Signature of Organization Group's Permit Organizer	Title Assistant Coach	Date Mar 26, 2026



7

MEMORANDUM

TO: BOARD OF CITY COMMISSIONERS

FROM: AUDITOR'S OFFICE

DATE: MARCH 30 , 2026

SUBJECT: GAMING SITE AUTHORIZATIONS

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

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



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

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

Full, Legal Name of Gaming Organization
METRO SPORTS FOUNDATION

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

Name of Location
XCALIBUR

Street 707 28TH AVE N	City FARGO	ZIP Code 58104	County CASS
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Beginning Date(s) Authorized 7/1/2026	Ending Date(s) Authorized 6/30/2027	Number of Twenty-One tables, if zero, enter "0" 1
-------------------------------------------------	-----------------------------------------------	-------------------------------------------------------------

Specific location where games of chance will be conducted and played at the site (required)
MACHINES AND MACHINES ARE LOCATED IN THE BAR, EXCEPT RESTROOMS

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

RESTRICTIONS FOR CITY/COUNTY USE ONLY

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

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

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

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

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

APPROVALS

Attorney General	Date
Signature of City/County Official	Date 3/30/26

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

INSTRUCTIONS:

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

RETURN ALL DOCUMENTS TO:

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



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

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

Full, Legal Name of Gaming Organization
Prairie Public Broadcasting, Inc

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

Name of Location
Pepper's

Street 2510 S University Drive	City Fargo	ZIP Code 58103	County Cass
Beginning Date(s) Authorized 07/01/2026	Ending Date(s) Authorized 06/30/2027	Number of Twenty-One tables, if zero, enter "0" 0	

Specific location where games of chance will be conducted and played at the site (required)
entire facility, excluding restrooms

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

RESTRICTIONS FOR CITY/COUNTY USE ONLY

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

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

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

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

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APPROVALS

Attorney General	Date
Signature of City/County Official	Date 3/30/26

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

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

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

Full, Legal Name of Gaming Organization
Red River Human Service Foundation

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

Name of Location
Blarney Stone on Broadway

Street 3435 Broadway N	City Fargo	ZIP Code 58103	County Cass
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Beginning Date(s) Authorized 07/01/2026	Ending Date(s) Authorized 06/30/2027	Number of Twenty-One tables, if zero, enter "0"
---------------------------------------------------	------------------------------------------------	-------------------------------------------------

Specific location where games of chance will be conducted and played at the site (required)
First Floor. Gaming area is the entire bar except restrooms, office and storage

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

RESTRICTIONS FOR CITY/COUNTY USE ONLY

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

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

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

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

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APPROVALS

Attorney General	Date
Signature of City/County Official	Date 3/30/26

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

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

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

Full, Legal Name of Gaming Organization
Red River Human Service Foundation

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

Name of Location Elks on Broadway			
Street 3435 Broadway N	City Fargo	ZIP Code 58103	County Cass
Beginning Date(s) Authorized 07/01/2026	Ending Date(s) Authorized 06/30/2027		Number of Twenty-One tables, if zero, enter "0"
Specific location where games of chance will be conducted <u>and</u> played at the site (required) first floor. Gaming area is the entire bar except restrooms, office and storage			
If conducting Raffle or Poker activity provide date(s) or month(s) of the event(s) if known			

RESTRICTIONS FOR CITY/COUNTY USE ONLY

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

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

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

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

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APPROVALS

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Signature of City/County Official	Date 3/30/26

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

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

Full, Legal Name of Gaming Organization

Red River Human Service Foundation

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

Name of Location

Ramada Hotel

Street 3333 13th ave S	City Fargo	ZIP Code 58103	County Cass
Beginning Date(s) Authorized Feb 1 2026	Ending Date(s) Authorized June 30th 2026	Number of Twenty-One tables, if zero, enter "0" 1	

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

High rise next to front door for E-tabs, blackjack and Jarbar next to it

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

RESTRICTIONS FOR CITY/COUNTY USE ONLY

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

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

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

Days of week of gaming operations (if restricted)

Hours of gaming (if restricted)

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APPROVALS

Attorney General	Date
Signature of City/County Official	Date 3/30/26

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

Michelle Vanyo Records Admin/Deputy City Clerk

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

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

Full, Legal Name of Gaming Organization
Red River Human Service Foundation

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

Name of Location
The Northern

Street 325 10th st N	City Fargo	ZIP Code 58103	County Cass
Beginning Date(s) Authorized 07/01/2026	Ending Date(s) Authorized 06/30/2027	Number of Twenty-One tables, if zero, enter "0"	

Specific location where games of chance will be conducted and played at the site (required)
First floor next to front door

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

RESTRICTIONS FOR CITY/COUNTY USE ONLY

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

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

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

Attorney General	Date
Signature of City/County Official	Date 3/30/26

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

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



PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

Type: MOU with Municipal Airport Authority

Date of Hearing: 1/12/2026

Routing

City Commission
PWPEC File
Project File

Date
3/30/26
X
Doug Durgin

The Committee reviewed a communication from Special Assessments Coordinator, Doug Durgin, regarding a Memorandum of Understanding with the Municipal Airport Authority regarding how to address Special Assessments for airport-owned land.

The City has developed a proposed approach for managing both existing and future improvement districts that benefit airport property. The Memorandum of Understanding provides that the Municipal Airport Authority may pay special assessments on airport-owned property using City-allocated tax revenues, provided such use is permitted by the FAA. Payments may be made in annual installments or as a lump sum, and the Authority's ability to use this funding source is contingent upon the City's continued annual allocation of property tax revenues. For airport-owned properties that are leased, special assessments will be allocated to the individual leased parcels based on the benefit received, as determined by the City in accordance with its policies and procedures. Lessees may pay their allocated assessments either in a lump sum or through annual installments collected with property tax statements.

On a motion by Susan Thompson, seconded by Brenda Derrig, the Committee voted to recommend approval of the MOU between the City of Fargo and the Municipal Airport Authority regarding Special Assessments for airport-owned land.

RECOMMENDED MOTION

Concur with the recommendations of PWPEC and approve the MOU between the City of Fargo and the Municipal Airport Authority regarding Special Assessments for airport-owned land.

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

ATTEST:

Tom Knakmuhs, P.E.
City Engineer

C: Kristi Olson

**MEMORANDUM OF UNDERSTANDING
SPECIAL ASSESSMENT IMPROVEMENT DISTRICTS
IMPACTING MUNICIPAL AIRPORT AUTHORITY PROPERTY**

This Memorandum of Understanding (“MOU”) is entered into between the City of Fargo, 225 4th Street North, Fargo, North Dakota 58102, a municipal corporation (“City” or “Fargo”), and the Municipal Airport Authority of the City of Fargo, North Dakota, P.O. Box 2845, Fargo, North Dakota 58108-2845, a public body (the “Airport Authority”).

WHEREAS, North Dakota Century Code § 40-05.1-06 and Article 3 of Fargo’s Home Rule Charter Authorizes Fargo to enter into contracts; and

WHEREAS, the Airport Authority was established on April 8, 1969 by the City of Fargo and may own property as allowed by law in accordance with Section 26-0102 of the Fargo Code of Ordinances; and

WHEREAS, the City is authorized by North Dakota Century Code Ch. 40-23 and other applicable law to determine and levy special assessments against real property located within the municipal boundaries of the City; and

WHEREAS, the City created special assessment improvement districts BR-20-A and SL-20-C, which include benefits to property owned by the Airport Authority within the City of Fargo; and

WHEREAS, the City, in the future, may create additional special assessment improvement districts which may include benefits to property owned by the Airport Authority; and

WHEREAS, following discussions between the City, Airport Authority, and the Federal Aviation Administration (FAA) about how to address special assessments for property owned by the Airport Authority, the City has developed a process for managing both existing and future special assessment improvement districts which benefit property owned by the Airport Authority; and

WHEREAS, the discussions between the City, Airport Authority, and FAA, have also focused on ensuring any future projects providing benefit to property owned by the Airport Authority are processed in a fair, transparent, and compliant manner consistent with FAA guidance and the Airport Authority’s operational considerations; and

WHEREAS, the parties now wish to establish an understanding as to the process for the management, assessment, and payment of current and future special assessments affecting property within the municipal boundaries of the City of Fargo owned by the Airport Authority.

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. Funding Source. The Airport Authority shall pay for special assessments allocated to property owned by the Airport Authority using tax revenues approved by the City for allocation to the Airport Authority, or from other funding sources, provided such use of funds is permitted by the FAA. If the Airport Authority desires to pay the assessments in a manner other than annual installments or a lump sum payment, the Airport Authority may do so. The City understands that the Authority's ability to pay the special assessments with the current funding approved by the FAA is dependent upon receiving property tax funds each year or from other funding sources also as approved by the FAA. The payment will be suspended if the City does not allocate property tax funds on an annual basis to the Authority or provide funds from other sources from the City.

2. Allocation to Lease Parcels. For any parcels of property owned by the Airport Authority but leased to lessees, the special assessments will be allocated to the leased parcels receiving benefit under the improvement district. The City will, in accordance with its policies and procedures, determine the extent and amount of the benefit and assign the appropriate assessment amount to each leased parcel. The lessees would then have the option to either (1) pay the allocated amount in full with a lump sum payment or (2) pay the allocated amount through annual installments collected with the Cass County property tax statements for each of the leased parcels.

3. Future Improvement Districts. For the avoidance of doubt, the process and procedures provided in paragraphs 1 and 2 above will also apply to all future City improvement districts whereby property owned by the Airport Authority is determined by the City to receive a benefit under an improvement district.

4. Term. The term of this MOU shall be for fifteen (15) years. This MOU will automatically renew for successive periods of fifteen (15) years unless otherwise modified or terminated by the parties in writing.

5. Severability. If any provision, section, sentence, clause, phrase, or word of this MOU is held by a court with jurisdiction to be illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of this MOU.

6. Governing Law. This MOU shall be governed by the laws of the State of North Dakota. Any action brought as a result of any claim, demand, or cause of action arising under the terms of this MOU shall be brought in Cass County District Court, State of North Dakota.

7. 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 City: Attn: Special Assessments Coordinator
Engineering Department – City of Fargo
225 4th Street North
Fargo, ND 58102

With copy to: feng@FargoND.gov

If to Airport Authority: Attn: Executive Director
Municipal Airport Authority
P.O. Box 2845
Fargo, ND 58108-2845

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.

8. Time of the Essence. Time is of the essence of each provision of this entire MOU and of all the conditions thereof.

9. Entire Agreement. This MOU constitutes the entire and complete agreement between the parties pertaining to the subject matter hereof 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 MOU and no waiver of any of its terms and conditions will be effective unless in writing and duly executed by the parties.

10. Written Amendment Required. No amendment, modification, or waiver of any condition, provision, or term shall be valid or of any effect unless made in writing signed by the party or parties to be bound, or a duly authorized representative, and specifying with particularity the extent and nature of such amendment, modification, or waiver. Any waiver by any party of any default of another party shall not affect or impair any right arising from any subsequent default. Except as expressly and specifically stated otherwise, nothing herein shall limit the remedies and rights of the parties thereto under and pursuant to this MOU.

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

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

13. Headings. Headings in this MOU 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,

Timothy J. Mahoney, Mayor

ATTEST:

Angie Bear, Deputy City Auditor

Dated this 12th day of March, 2026.

MUNICIPAL AIRPORT AUTHORITY OF
THE CITY OF FARGO, a public body

Shawn A. Dobberstein, AAE
Shawn A. Dobberstein, A.A.E.
Executive Director

ATTEST:

Joan Stading
Joan Stading, Office Manager

**MEMORANDUM OF UNDERSTANDING
SPECIAL ASSESSMENT IMPROVEMENT DISTRICTS
IMPACTING MUNICIPAL AIRPORT AUTHORITY PROPERTY**

This Memorandum of Understanding (“MOU”) is entered into between the City of Fargo, 225 4th Street North, Fargo, North Dakota 58102, a municipal corporation (“City” or “Fargo”), and the Municipal Airport Authority of the City of Fargo, North Dakota, P.O. Box 2845, Fargo, North Dakota 58108-2845, a public body (the “Airport Authority”).

WHEREAS, North Dakota Century Code § 40-05.1-06 and Article 3 of Fargo’s Home Rule Charter Authorizes Fargo to enter into contracts; and

WHEREAS, the Airport Authority was established on April 8, 1969 by the City of Fargo and may own property as allowed by law in accordance with Section 26-0102 of the Fargo Code of Ordinances; and

WHEREAS, the City is authorized by North Dakota Century Code Ch. 40-23 and other applicable law to determine and levy special assessments against real property located within the municipal boundaries of the City; and

WHEREAS, the City created special assessment improvement districts BR-20-A and SL-20-C, which include benefits to property owned by the Airport Authority within the City of Fargo; and

WHEREAS, the City, in the future, may create additional special assessment improvement districts which may include benefits to property owned by the Airport Authority; and

WHEREAS, following discussions between the City, Airport Authority, and the Federal Aviation Administration (FAA) about how to address special assessments for property owned by the Airport Authority, the City has developed a process for managing both existing and future special assessment improvement districts which benefit property owned by the Airport Authority; and

WHEREAS, the discussions between the City, Airport Authority, and FAA, have also focused on ensuring any future projects providing benefit to property owned by the Airport Authority are processed in a fair, transparent, and compliant manner consistent with FAA guidance and the Airport Authority’s operational considerations; and

WHEREAS, the parties now wish to establish an understanding as to the process for the management, assessment, and payment of current and future special assessments affecting property within the municipal boundaries of the City of Fargo owned by the Airport Authority.

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. Funding Source. The Airport Authority shall pay for special assessments allocated to property owned by the Airport Authority using tax revenues approved by the City for allocation to the Airport Authority, or from other funding sources, provided such use of funds is permitted by the FAA. If the Airport Authority desires to pay the assessments in a manner other than annual installments or a lump sum payment, the Airport Authority may do so. The City understands that the Authority's ability to pay the special assessments with the current funding approved by the FAA is dependent upon receiving property tax funds each year or from other funding sources also as approved by the FAA. The payment will be suspended if the City does not allocate property tax funds on an annual basis to the Authority or provide funds from other sources from the City.

2. Allocation to Lease Parcels. For any parcels of property owned by the Airport Authority but leased to lessees, the special assessments will be allocated to the leased parcels receiving benefit under the improvement district. The City will, in accordance with its policies and procedures, determine the extent and amount of the benefit and assign the appropriate assessment amount to each leased parcel. The lessees would then have the option to either (1) pay the allocated amount in full with a lump sum payment or (2) pay the allocated amount through annual installments collected with the Cass County property tax statements for each of the leased parcels.

3. Future Improvement Districts. For the avoidance of doubt, the process and procedures provided in paragraphs 1 and 2 above will also apply to all future City improvement districts whereby property owned by the Airport Authority is determined by the City to receive a benefit under an improvement district.

4. Term. The term of this MOU shall be for fifteen (15) years. This MOU will automatically renew for successive periods of fifteen (15) years unless otherwise modified or terminated by the parties in writing.

5. Severability. If any provision, section, sentence, clause, phrase, or word of this MOU is held by a court with jurisdiction to be illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of this MOU.

6. Governing Law. This MOU shall be governed by the laws of the State of North Dakota. Any action brought as a result of any claim, demand, or cause of action arising under the terms of this MOU shall be brought in Cass County District Court, State of North Dakota.

7. 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 City:

Attn: Special Assessments Coordinator
Engineering Department – City of Fargo
225 4th Street North
Fargo, ND 58102

With copy to:

feng@FargoND.gov

If to Airport Authority:

Attn: Executive Director
Municipal Airport Authority
P.O. Box 2845
Fargo, ND 58108-2845

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.

8. Time of the Essence. Time is of the essence of each provision of this entire MOU and of all the conditions thereof.

9. Entire Agreement. This MOU constitutes the entire and complete agreement between the parties pertaining to the subject matter hereof 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 MOU and no waiver of any of its terms and conditions will be effective unless in writing and duly executed by the parties.

10. Written Amendment Required. No amendment, modification, or waiver of any condition, provision, or term shall be valid or of any effect unless made in writing signed by the party or parties to be bound, or a duly authorized representative, and specifying with particularity the extent and nature of such amendment, modification, or waiver. Any waiver by any party of any default of another party shall not affect or impair any right arising from any subsequent default. Except as expressly and specifically stated otherwise, nothing herein shall limit the remedies and rights of the parties thereto under and pursuant to this MOU.

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[Signatures appear on the following pages]

Dated this _____ day of _____, 2026.

CITY OF FARGO, NORTH DAKOTA, a
municipal corporation,

Timothy J. Mahoney, Mayor

ATTEST:

Angie Bear, Deputy City Auditor

Dated this 12th day of March, 2026.

MUNICIPAL AIRPORT AUTHORITY OF
THE CITY OF FARGO, a public body

Shawn A. Dobberstein, AAE
Shawn A. Dobberstein, A.A.E.
Executive Director

ATTEST:

Joan Stading
Joan Stading, Office Manager

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SPECIAL ASSESSMENT IMPROVEMENT DISTRICTS
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If to City:

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Engineering Department – City of Fargo
225 4th Street North
Fargo, ND 58102

With copy to:

fcng@FargoND.gov

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Attn: Executive Director
Municipal Airport Authority
P.O. Box 2845
Fargo, ND 58108-2845

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[Signatures appear on the following pages]

Dated this _____ day of _____, 2026.

CITY OF FARGO, NORTH DAKOTA, a
municipal corporation,

Timothy J. Mahoney, Mayor

ATTEST:

Angie Bear, Deputy City Auditor

Dated this 12th day of March, 2026.

MUNICIPAL AIRPORT AUTHORITY OF
THE CITY OF FARGO, a public body

Shawn A. Dobberstein, A.A.E.
Shawn A. Dobberstein, A.A.E.
Executive Director

ATTEST:



Joan Stading, Office Manager

PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

9

Type: Excavation Guideline Annual Update

Location: Citywide

Date of Hearing: 3/23/2026

<u>Routing</u>	<u>Date</u>
City Commission	<u>3/30/2026</u>
PWPEC File	<u>X</u>
Project File	<u>Kevin Gorder</u>

The Committee reviewed a communication from Division Engineer, Kevin Gorder, regarding updates to the Excavation Guidelines.

We are proposing a change to the permit fee from \$100/permit to \$300/1,000 LF with \$200 for each addition 1,000 feet of install. This change would result in a permit fee of about \$0.40/LF with the impact fees added on after this fee.

We are noticing an increase in our contractors opening holes in the right of way and leaving them open for extended periods. These holes are left open around the sidewalk with the sidewalk remaining open to avoid the weekly charge. This would allow contractors to make a business decision to leave the hole open for a short time or and pay the impact fee or to fill the hole in and excavate at a later time.

Also, during the fiber build we received a lot of calls from our residents regarding restoration. We are proposing a weekly fee for areas that are not restored in a timely manner.

On a motion by Brenda Derrig, seconded by Susan Thompson, the Committee voted to approve the Excavation Guidelines to include the revisions as stated above and changing the proposed rate from \$200/1000 feet installed to \$250/1000 feet installed.

RECOMMENDED MOTION

Concur with the recommendations of PWPEC and approve the revised Excavation Guideline.

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, 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>
<u> </u>	<u> </u>	<u> </u>	<u> </u>
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<u> </u>	<u> </u>	<u> </u>	<u> </u>

ATTEST:


 Tom Knakmuhs, P.E.
 City Engineer

C: Kristi Olson

Memorandum

To: Members of PWPEC
From: Kevin Gorder - Division Engineer
Date: March 19, 2026
Re: Excavation Guideline Annual Update

Background:

This topic was brought to this group at the last meeting with some additional information requested by the Committee. We have estimated our personnel costs with the fiber install and then tried to estimate what fee reimbursements would be needed to cover our costs to administer work in the public right of way. The team analyzes all utility route requests to minimize or eliminate impacts to the City's underground infrastructure and then looks at routing options to protect all existing underground infrastructure during a new install. The team also works with all our residents and property owners to ensure their questions are answered and restoration is completed and meets our standards.

A spreadsheet is attached with some options related to different permit fees in an effort to better match our expenses with our fee reimbursements. I calculated the annual cost of our employees using the HR spreadsheet to include benefits. We estimated the amount of time each employee spent on the project reviewing routes, monitoring the install, documenting restoration, and time spent with our residents as they had questions. We did not include the cost of vehicles, supplies, and equipment in the expenses.

We are proposing the following permit fees:

Permit issuance	\$300 which would include up to 1,000 feet of install
	\$200 for each additional 1,000 feet of install

The attached spreadsheet only changed the permit fees and did not change any impact fees that were charged last year during the installation of Gateway's fiber.

This change would result in a permit fee of about \$0.40/LF with the impact fees added on after this fee. Many municipalities in the area are in the area of \$0.35/LF to \$0.50/LF for their permit fees.

We are noticing an increase in our contractors opening holes in the right of way and leaving them open for extended periods. Some of them have exceeded three months in duration. These holes are left open around the sidewalk with the sidewalk remaining open to avoid the weekly charge for a closed sidewalk. I would like to adjust this fee to include an open hole counts similar to a closed sidewalk. This would allow the contractors to make a business decision to leave the hole open for a short time and pay the impact fee or fill the hole in and excavate at a later time when they are ready to make the connection.

During the fiber build, we received a lot of phone calls from our residents with concerns over the restoration associated with the fiber install in their yard. We are proposing a weekly fee for areas that are not restored in a timely manner to encourage the contractors to address restoration in a timely manner.

Recommended Motion:

Approve this Guideline and forward a resolution to Commission for their approval.

Approve the permit fee change outside the budget process to promote efficiency in the permitting process and try to better match the cost of administering the permit.

Approve adding an open hole to the impact fee of a closed sidewalk.

Approve an additional charge for restoration that is not completed in a timely manner.

KOG/jmg
Attachment

Employee	Annual w/benefits	Monthly	Length	2026 Fee	Cost/ft	Permit Fee/Thousand		Base Permit		Proposed	
						\$	\$	Fee	Permit Fee	Permit Fee	Cost/ft
Troy Viau	\$ 112,979.00	\$ 9,414.92	21495	\$ 8,300.00	\$ 0.39	\$ 100.00	\$ 2,200.00	\$ 10,400.00	\$ 0.48	\$ 100.00	\$ 2,200.00
Anthony Arnold	\$ 124,968.00	\$ 10,414.00	19402	\$ 3,250.00	\$ 0.17	\$ 100.00	\$ 2,000.00	\$ 5,150.00	\$ 0.27	\$ 100.00	\$ 2,000.00
Tim Nugent	\$ 112,906.00	\$ 9,408.83	12117	\$ 2,510.00	\$ 0.21	\$ 100.00	\$ 1,300.00	\$ 3,710.00	\$ 0.31	\$ 100.00	\$ 1,300.00
			14233	\$ 3,310.00	\$ 0.23	\$ 100.00	\$ 1,500.00	\$ 4,710.00	\$ 0.33	\$ 100.00	\$ 1,500.00
Gateway - 5 months			15357	\$ 1,460.00	\$ 0.10	\$ 100.00	\$ 1,600.00	\$ 2,960.00	\$ 0.19	\$ 100.00	\$ 1,600.00
Troy Viau - 0.6 time	\$ 28,244.75		10117	\$ 750.00	\$ 0.07	\$ 100.00	\$ 1,100.00	\$ 1,750.00	\$ 0.17	\$ 100.00	\$ 1,100.00
Anthony Arnold - 0.4 time	\$ 20,828.00		7478	\$ 400.00	\$ 0.05	\$ 100.00	\$ 800.00	\$ 1,100.00	\$ 0.15	\$ 100.00	\$ 800.00
Subtotal	\$ 49,072.75		5232	\$ 400.00	\$ 0.08	\$ 100.00	\$ 600.00	\$ 900.00	\$ 0.17	\$ 100.00	\$ 600.00
			7343	\$ 2,350.00	\$ 0.32	\$ 100.00	\$ 800.00	\$ 3,050.00	\$ 0.42	\$ 100.00	\$ 800.00
Does not include vehicle costs, equipment costs, supplies, etc.			21348	\$ 3,950.00	\$ 0.19	\$ 400.00	\$ 2,200.00	\$ 5,750.00	\$ 0.27	\$ 400.00	\$ 2,200.00
			134122	\$ 26,680.00	\$ 0.20	\$ 1,300.00	\$ 13,500.00	\$ 39,480.00	\$ 0.29	\$ 1,300.00	\$ 13,500.00

Employee	Annual w/benefits	Monthly	Length	2026 Fee	Cost/ft	Permit Fee/Thousand		Base Permit		Proposed	
						\$	\$	Fee	Permit Fee	Permit Fee	Cost/ft
Shorewood MN Permit	\$200		21495	\$ 8,300.00	\$ 0.39	\$ 100.00	\$ 4,400.00	\$ 12,600.00	\$ 0.59	\$ 100.00	\$ 4,400.00
Boring	\$50/100 feet		19402	\$ 3,250.00	\$ 0.17	\$ 100.00	\$ 4,000.00	\$ 7,150.00	\$ 0.37	\$ 100.00	\$ 4,000.00
			12117	\$ 2,510.00	\$ 0.21	\$ 100.00	\$ 2,600.00	\$ 5,010.00	\$ 0.41	\$ 100.00	\$ 2,600.00
Victoria MN Permit	\$325 first 250' +\$0.30/ft after		14233	\$ 3,310.00	\$ 0.23	\$ 100.00	\$ 3,000.00	\$ 6,210.00	\$ 0.44	\$ 100.00	\$ 3,000.00
			15357	\$ 1,460.00	\$ 0.10	\$ 100.00	\$ 3,200.00	\$ 4,560.00	\$ 0.30	\$ 100.00	\$ 3,200.00
			10117	\$ 750.00	\$ 0.07	\$ 100.00	\$ 2,200.00	\$ 2,850.00	\$ 0.28	\$ 100.00	\$ 2,200.00
			7478	\$ 400.00	\$ 0.05	\$ 100.00	\$ 1,600.00	\$ 1,900.00	\$ 0.25	\$ 100.00	\$ 1,600.00
			5232	\$ 400.00	\$ 0.08	\$ 100.00	\$ 1,200.00	\$ 1,500.00	\$ 0.29	\$ 100.00	\$ 1,200.00
Excelsior Trenching	\$125 + \$70/100 ft		7343	\$ 2,350.00	\$ 0.32	\$ 100.00	\$ 1,600.00	\$ 3,850.00	\$ 0.52	\$ 100.00	\$ 1,600.00
			21348	\$ 3,950.00	\$ 0.19	\$ 400.00	\$ 4,400.00	\$ 7,950.00	\$ 0.37	\$ 400.00	\$ 4,400.00
			134122	\$ 26,680.00	\$ 0.20	\$ 1,300.00	\$ 27,000.00	\$ 53,580.00	\$ 0.40	\$ 1,300.00	\$ 27,000.00

Employee	Annual w/benefits	Monthly	Length	2026 Fee	Cost/ft	Permit Fee/Thousand		Base Permit		Proposed	
						\$	\$	Fee	Permit Fee	Permit Fee	Cost/ft
			21495	\$ 8,300.00	\$ 0.39	\$ 100.00	\$ 5,500.00	\$ 13,700.00	\$ 0.64	\$ 100.00	\$ 5,500.00
			19402	\$ 3,250.00	\$ 0.17	\$ 100.00	\$ 5,000.00	\$ 8,150.00	\$ 0.42	\$ 100.00	\$ 5,000.00
			12117	\$ 2,510.00	\$ 0.21	\$ 100.00	\$ 3,250.00	\$ 5,660.00	\$ 0.47	\$ 100.00	\$ 3,250.00
			14233	\$ 3,310.00	\$ 0.23	\$ 100.00	\$ 3,750.00	\$ 6,960.00	\$ 0.49	\$ 100.00	\$ 3,750.00
			15357	\$ 1,460.00	\$ 0.10	\$ 100.00	\$ 4,000.00	\$ 5,360.00	\$ 0.35	\$ 100.00	\$ 4,000.00
			10117	\$ 750.00	\$ 0.07	\$ 100.00	\$ 2,750.00	\$ 3,400.00	\$ 0.34	\$ 100.00	\$ 2,750.00
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			7343	\$ 2,350.00	\$ 0.32	\$ 100.00	\$ 2,000.00	\$ 4,250.00	\$ 0.58	\$ 100.00	\$ 2,000.00
			21348	\$ 3,950.00	\$ 0.19	\$ 400.00	\$ 5,500.00	\$ 9,050.00	\$ 0.42	\$ 400.00	\$ 5,500.00
			134122	\$ 26,680.00	\$ 0.20	\$ 1,300.00	\$ 33,750.00	\$ 60,630.00	\$ 0.45	\$ 1,300.00	\$ 33,750.00

Excavation Fees and Guidelines

Revised April 1, 2026

The following fees and guidelines supplement the requirements of Fargo Municipal Code Article 18-09 (Excavation Code). All work must also comply with the Specifications for Construction, except as modified herein.

I. Fee, Insurance, and Bond Requirements

- A. The fee for a City-issued Excavator's License shall be \$250 annually due at the time of application. All City-issued Excavator Licenses expire on March 1.
- B. An applicant must file proof of liability insurance with the City Auditor and must agree in writing, on forms provided by the City Auditor, to hold the City harmless from any and all damages claimed by reason of negligence, carelessness, incompetence, or omission on the part of the applicant in the performance of its work, the same to include, but not be limited to, careless guarding of excavations or failure to restore all public properties to as good a condition as they were before such work was done. The minimum amount of insurance shall be \$1,000,000 per occurrence. The proof of liability insurance shall be valid for the entire period granted in the license.
- C. No license shall be granted by the City Auditor unless the applicant shall have given a bond that shall be in effect for two years, with good and sufficient surety, conditioned, among other things, that the applicant will save harmless the City from damages caused by reason of any negligence or faulty work by the applicant or any employee of the applicant, and that the material used and the work done shall be strictly in accordance with the requirements of 18-0909. The minimum amount of the bond shall be \$100,000 with the effective date of March 2.
- D. Effective March 2, 2026, all licensed excavators shall include a signed hold harmless agreement releasing the city for any and all claims that the actual conditions are different than any record drawings provided by the city. A Hold Harmless Agreement can be found at <https://fargond.gov/city-government/departments/engineering/engineering-services/right-of-way-management/excavation-guidelines-policies>.

II. General Permit Conditions

- A. Requirements before starting excavation
 1. Any Excavator that places concrete on City Streets must also submit proof of ACI Concrete Flatwork Certification as required in Section 2100 of the Specifications.
 2. The Permittee shall give all businesses affected by the project a minimum of 7 calendar days written notice of the project and the anticipated impacts to their business. This notice allows the Permittee and the adjacent businesses the time needed to coordinate garbage pickup, deliveries, etc. This written notice shall include the name of the Permittee and contact information for the onsite supervisor.
 3. The Permittee shall give all residents affected by the project a minimum of 2 calendar days written notice of the project and the anticipated impacts to their residence.

Impacted residents include all residents affected by a water main shutdown and also residents that are in an area where the roadway is rerouted. This written notice shall include the name of the Permittee and the contact information for the onsite supervisor.

4. The Permittee shall give the City Engineer a minimum notice of 2 business days prior to beginning a project so a press release can be created and distributed for the general public. This notice shall include a start date, impacts, and duration of the impacts.
5. The Permittee shall develop a traffic control plan if the work requires a sidewalk, parking lane, traffic lane, or road closure. The traffic control plan must include details on how traffic and pedestrians will be managed during the project. The sidewalk on one side of the street must remain open to the public at all times unless an alternate plan is approved by the City Engineer. The traffic control plan must be approved by the City Engineer at least two business days prior to work starting. Any changes to the traffic control plan must be approved by the City Engineer.
Traffic control on arterials and collectors shall meet all requirements for Traffic Control – Type 2 as specified in Section 4100 of the Specifications. Traffic control on all other roadways shall meet Traffic Control – Type 1 in Section 4100 of the Specifications. Permittee is responsible for all costs associated with traffic control.
6. **Business Signing** – Permittee shall provide business signing as specified by the City Engineer. Businesses that are impacted by a closed roadway shall have signs along the detour route indicating the best option for access to their business.
7. **Trees** – The Permittee shall use care to protect trees within the work area that are to remain during construction. In order to minimize tree damage the critical root zone (CRZ) must be protected from heavy construction activities at all times. The Permittee will be required to establish and mark out the CRZ areas prior to construction or staging occurring.

In the event the Permittee has work that must be performed within the CRZ, every effort must be made to minimize damage to the trees within the CRZ. Prior to commencing work within the CRZ, the Permittee will be required to present a plan of action to City Engineering that may include using smaller equipment, boring utilities, or other means of non-invasive action that will protect the trees. All branches and any roots over 4" diameter that are to be cut will require an inspection by a Forestry Department representative or other designated individual. Exposed roots shall be cut clean and backfilled as quickly as possible to avoid drying out.

If damage is caused to any existing tree due to the Permittee failure to adhere to the tree protection requirements, the City Forester will assess the damage to determine if the damage can be repaired or if the tree must be removed. Any action plan, as determined by the City Forester, to repair damaged trees shall be done by a certified arborist at the Permittee's expense. If damage is so severe that tree removal is necessary, then the City will bill the Permittee for the appraised value of the trees, as determined by the City Forester utilizing the most recent edition of the Guide for Plant Appraisal by the Council of Tree and Landscape Appraisers. The Permittee shall make payment within 30 days or interest will accrue until paid in full, in accordance with City policy.

8. The excavation work shall be performed and conducted so as not to interfere with access to emergency facilities such as fire hydrants, fire stations, fire escapes and any other emergency facilities designated by the City Engineer. If it becomes necessary to impact any of these facilities, the Permittee must contact the City Engineer and obtain approval prior to conducting any work that interferes with emergency facilities.
9. Permittee will have 30 days from the date of notice to complete all work in the Right of Way. The City will take necessary actions to complete temporary patches at any locations where the sidewalk or street are not finished. Any items in the right of way that are considered a hazard to the public will also be remedied by the City. The definition of hazard will be determined by the City Engineer. The cost to complete this work by the City or by any party contracted with the City will be the responsibility of the Permittee. Payment must be made by the Permittee within 30 days or interest will be charged.
10. Utility installations under a city roadway shall not be allowed unless the installation is a crossing perpendicular to the roadway. If congested right of way is encountered, the utility shall obtain a private easement or develop a different route around the area that is congested. If no other option is available, the utility may request a variance to install under a roadway. The Variance request must include all correspondence with property owners that verifies a private easement is not possible. It shall also include reasoning on why an alternative route is not possible. Cost is not a valid reason for applying for a variance. The variance shall be approved by the City Engineer or designee.

B. Requirements during excavation

1. Permittee shall conduct and carry out excavation work in such a manner as to avoid unnecessary inconvenience and annoyance to the general public and occupants of neighboring property. In the performance of the excavation work, the Permittee shall take appropriate measures to reduce, to the fullest extent practicable, noise, dust and unsightly debris.
2. Boring or other methods to prevent cutting of pavement may be required by the City Engineer.
3. Permittee must comply with City noise ordinances, except in cases of emergency with written approval of the City.
4. Permittee shall install and maintain all traffic control and add additional devices as needed or as directed by the City Engineer.
5. The Permittee shall preserve and protect from damage any adjoining property by providing adequate support and taking all necessary measures. The Permittee shall, at its own expense, shore up and protect all buildings, walls, fences or other property likely to be damaged during the progress of the work and shall be responsible for all damage to public or private property resulting from its failure to properly protect and carry out said work.
6. No cleated equipment, buckets, or outriggers may be used on pavement unless pavement can be protected from damage to surface or subgrade.

7. The Permittee shall spot the location of all underground facilities within the excavation area by exposing prior to machine digging and protect the same against damage.
8. Permittee shall not inhibit or alter existing drainage patterns during or after the permitted work has been completed and restored.
9. Potholing shall be allowed under permit in City sidewalk or ADA ramps for locating purpose. Potholed sections shall be replaced during restoration. Partial section replacement is not permitted. The entire section of sidewalk and/or ADA ramp shall be removed and replaced to the nearest score line. Refer to Section 2300 of the Specifications. Additional ADA ramp layouts are available at <https://fargond.gov/city-government/departments/engineering/engineering-services/right-of-way-management/excavation-guidelines-policies>. Permittee shall contact the City Engineer prior to potholing in the street pavement section.

C. Removals

1. Removals shall follow Section 1050 of the Specifications. The use of heavy duty pavement breakers is not allowed. For removal of concrete pavement, the Permittee shall "double saw" the pavement at the removal lines to eliminate the risk of spalling the pavement that is to remain. The Permittee shall repair all spalled concrete by removing and replacing the entire spalled panel to the next joint at his sole expense.
2. All excavated material piled adjacent to the trench or in any street must not endanger those working in the trench, pedestrians or users of the streets, and minimize inconvenience to those using the streets and adjoining property. The City Engineer may require the Permittee to remove the excavation material from the worksite. Permittee must secure the necessary permission and make all necessary arrangements (permits, plans, etc.) for all required storage and disposal sites.
3. As the excavation work progresses, all streets shall be thoroughly cleaned of all rubbish, excess earth, rock and other debris resulting from such work.

D. Excavation

1. The Permittee shall verify that field conditions match the records provided during project planning. Any deviations from the approved plan must be approved by the City Engineer.
2. If the existing conditions do not match the approved site plan, the Engineer that designed the project must be contacted to redesign the work in the Right of Way. This revised plan must be resubmitted to the City Engineer for approval prior to work continuing.
3. Permittee is responsible for ensuring the excavation is safe for any and all users of the right of way. Measures could include filling the excavation during non-working hours, placing a cover over the excavation, signing, and/or installing a safety fence around the excavation. Permittee shall ensure the safety measures installed used during excavation are in place and maintained until the area is backfilled.
4. Unstable pavement shall be removed over cave-outs and over-breaks and the restoration shall be treated as part of the main excavation.

5. Pavement edges shall be free of spalls and a full depth saw cut to leave a vertical face. Concrete pavement shall be removed a minimum of 1' from the edge of trench and shall follow existing joints. Asphalt pavement removals shall be normal or perpendicular to the roadway.
6. All damage to the existing surfaces must be repaired by the Permittee. Damage repair must be approved and accepted by the City Engineer.
7. Protection and Relocation of Utilities – Interference with existing facilities is prohibited without the written consent of the City Engineer and the facility owner.
 - a) City facilities may not be moved without prior written authorization from the City Engineer. When authorization is given, the Permittee shall be solely responsible for the cost of moving the City facilities.
 - b) Permittee shall support and protect all pipes, conduits, poles, wires, or other apparatus impacted by the excavation work at the direction of the facility owner.
 - c) Permittee may not move private facilities without the express written consent and the direction of the facility owner. The City is not responsible for any costs associated with the relocation or restoration.
 - d) Permittee must comply with North Dakota One Call requirements and locate and expose all vertical and horizontal underground facilities before starting excavation.
 - e) If the boulevard vegetation is undisturbed, trucks delivering concrete or any other material needed for restoration must not traverse the undisturbed vegetated area.
8. Damage to City facilities – Permittee is responsible for repair and replacement of any damaged City facilities. Any Permittee repairing or replacing damaged City facilities must be approved by the City Engineer prior to starting repair or replacement. City shall inspect the repair to ensure it adheres to the latest Plumbing or applicable Code, and City Specifications. Failure to repair the damage within 48 hours will result in City undertaking and completing the work, at Permittee's sole expense.
9. Connection to City Utilities – All connections to City Sewer Mains must be made at the existing location unless an alternate location is approved by the City. If an existing location is abandoned, the permittee shall remove the existing wye until it is flush with the sewer main. The permittee shall install no hub bands or wrap the sewer main with manhole wrap along with tin wrap secured with adjustable bands.
10. Damage to City Electrical Conductors – Underground splices of City Electrical Conductors is not allowed. The Permittee shall be responsible for replacing the entire conductor between existing splice points. For example, light pole to light pole or existing pull box to traffic light, etc.
11. Whenever a substructure is abandoned, except the abandonment of service lines three inches or less in diameter designed to serve single properties, the entity owning, using, controlling or having an interest therein shall, within 30 days after such abandonment, file with the City Engineer a statement in writing giving, in detail, the location of the substructure so abandoned. If such abandoned substructure is in the way or subsequently becomes in the way of an installation by the City or any other public body, which installation is pursuant to a governmental function, the owner shall remove such abandoned substructure or interfering portions thereof, or pay the cost of its removal during the course of excavation for construction of the facility by the City or the public body.

E. Minimum Cover Requirements

All fiber optics installed in the boulevard must have a minimum cover of 30" or 24" if innerduct is installed. Any minimum cover specified in any adopted code must be followed, whichever is greater. Electric and Gas installations shall follow any applicable code or policies established by the utility. Installations crossing under roadways must be a minimum of 42" deep to avoid fabric and underdrain installations. Water service installations must have a minimum cover of 7'.

F. Backfilling

Open holes in the public right of way can create a hazard for the users. Open holes shall be filled as soon as possible to minimize the duration of a potential hazard. All
~~Backfilling shall be started~~ must be completed within 48 hours of the commencement of the excavation unless prior authorization has been granted by the City Engineer for a longer duration. Open holes that do not have active work shall be backfilled within 7 calendar days of work stoppage. Failure to meet this schedule will result in fees as shown in Appendix C until completed. Backfilling of the excavation shall meet the requirements as detailed in the Specifications.

1. Compaction testing will be performed by the City Engineer except for protected streets defined in Section II.G. The City Engineer reserves the right to waive compaction testing. If the area is paved prior to compaction tests being performed, the Permittee shall remove the patch material at its sole expense for testing purposes.
2. Backfill material shall meet Specifications for the area that is backfilled. If aggregate material is contaminated during removal, new material meeting Specifications shall be used by the Permittee.
3. Under all pavement conditions, the aggregate base depth shall match the surrounding aggregate base and the base material must meet Specifications.

G. Restoration

1. Concrete, dowel requirements, and curb and gutter shall meet Section 2100 of the Specifications.
2. Asphalt shall meet Section 2400 of the Specifications. Corrective measures for any items not meeting Specifications will be at the discretion of the City Engineer up to and including removal and replacement.
3. All patches must be inspected after they are prepared and prior to placing any final road surfacing material.
4. Sidewalk replacement shall meet all requirements found in sidewalk permitting. This includes city survey staff establishing grade for the new sidewalk, a pre-pour inspection, and post pour inspection. Inspections will be scheduled on normal business days between 8 am and 2 pm.
5. All site restoration, including pavement replacement, sidewalk, curb and gutter, ADA ramp replacement, top soil depth requirements, fine grading, seeding, and mulching shall meet Specifications. Any surface disturbed by excavation shall be restored to as

good a condition as it was prior to excavation. Restoration shall be made within ~~727~~ calendar days ~~hours~~ of the completion of backfilling unless a written time extension is granted by the City Engineer. Restoration not completed in this timeframe will result in fees shown in Appendix C until complete.

6. All cleanup operations at the location of such excavation shall be accomplished at the expense of the Permittee.
7. Immediately after completion of said work the Permittee shall clean up and remove all refuse and unused materials of any kind resulting from said work. Upon failure to do so, within 24 hours after having been notified, said work may be done by the City and the cost charged to the Permittee.
8. Whenever it may be necessary for the Permittee to excavate through any landscaped area the area shall be re-established in a manner that is as good as or better than before the work started.
9. All construction and maintenance work shall be done in a manner designed to leave the area clean of earth and debris and in a condition as nearly as possible to that which existed before such work began.
10. Permittee is responsible for all restoration.
11. Striping – Restoration of epoxy striping and plastic markings will be completed by the City Engineer. The Permittee will be responsible for payment of these items based on the prices in Appendix D.

H. Protected Streets

Protected Streets fall into two categories. The first is arterials or collectors that carry larger volumes of traffic and impact more users. The second category is streets that have a structural pavement surface that is 10 years old or less. Both categories have additional requirements that are listed in this section including traffic impact fees and possible re-inspection fees as shown in Appendix A.

1. The City Engineer will provide a map with a list of Protected Streets.
2. Fees for Protected Streets can be found in Appendix A. Fees for Protected Streets do not apply to private service connections on owner occupied single family residences.
3. An Inspection Checklist can be found in Appendix B that must be followed for work performed on all Protected Streets. The Permittee shall contact the City Engineer after each item is complete for inspection. If any of the checklist items are covered prior to inspection, the Permittee will be required to uncover so it can be inspected by and at the Permittee's expense. Inspection fees for inspection of covered work will be the responsibility of the Permittee.
4. Compaction tests must be performed on Protected Streets. The Permittee shall hire a testing firm approved by the City to perform all backfill test requirements. Backfill shall be placed in 12" lifts with a compaction test every 2' or as directed by the City Engineer. All costs associated with the required testing and any additional work needed to meet backfilling requirements to meet Specifications shall be the sole responsibility of the Permittee. The Permittee must provide proof the backfilling meets or exceeds compaction requirements prior to paving the excavated area. If the

area is paved prior to compaction tests being performed, the Permittee shall remove the patch material by and at their expense for testing purposes.

5. If work is suspended for more than 48 hours, the Permittee shall remove lane closures and reopen any portion of the roadway that can be safely reopened.
6. Roadway Surface
 - a) Concrete placed shall meet Specifications and a mix design shall be submitted one week before placement for approval by the City Engineer. Curing compound shall be on site prior to concrete placement. Joints shall be sawed and sealed prior to roadway opening.
 - b) Asphalt placed shall meet Specifications and a mix design shall be submitted one week prior to placement for approval by the City Engineer. Asphalt shall be Class 43 and asphalt oil shall meet PG58H-34 at a minimum.
 - c) Roadway smoothness of all patches shall meet Specifications and any corrective measures needed to meet the specifications shall be arranged by the Permittee. All costs for corrective measures shall be the responsibility of the Permittee.

IV. Permit to Excavate

- A. An application for a permit allowing excavation or obstruction of the right-of-way shall be made to the City Engineer. Incomplete applications will not be considered and will be returned to the Permittee. An application is complete only upon compliance with the requirements of the following provisions:
 1. The applicant is a current "Licensed Excavator" with the City of Fargo unless exempted by Article 18-0904(A).
 2. Applicant has reviewed and agrees to meet all General Permit Conditions.
 3. Submission of details that include the proposed work, traffic control, and other information needed to complete the work.
 4. A drawing or detailed explanation of the proposed work and the distance between the proposed installation and City utilities. Any proposed work over one (1) block long must have a drawing to scale showing the proposed installation and the distance from City utilities. A block is defined as 350'.
 5. A traffic control plan if the work requires a sidewalk, parking lane, traffic lane, or road closure.
 6. A schedule of major activities in the right of way including durations.
 7. List of subcontractors working in the right of way.
 8. List of other agencies permitting the proposed project and the status of those permit applications.
 9. Any impacts to boulevard trees must be noted in the application. Tree impacts include impacts to the Critical Root Zone (CRZ) and compliance with City Ordinance. The CRZ is an area defined by the diameter of the tree as measured at a point 4.5 feet above the ground line. For every 1 inch of tree diameter, a 1 foot clear zone must be

established to protect the CRZ. For a 24 inch diameter tree, the CRZ would be a 24 foot radius from the base of the tree.

- B. Issuance of Permit – The City Engineer may impose reasonable conditions upon the issuance of the permit to protect the structural integrity of the right-of-way and to protect safe passage of the public through the permitted area. The City Engineer may require a design locate and an onsite meeting with representatives of the Permittee, Contractor, Crew Chief, Utility Engineer, and Utility Inspector prior to issuing a permit. A 4 hour notice must be provided prior to scheduling an onsite meeting.

- C. Fees – The City will bill the Permittee and the Permittee shall make payment within 30 days or interest will accrue in accordance with City policy until paid in full. The City may require permit fees be paid prior to the issuance of the permit.
 - 1. Administrative Fees – Administrative fees include permit fees and fees associated with failing to comply with these Guidelines, such as working without a permit and working without a license. Administrative fees are listed in Appendix A.
 - 2. Public Impact Fees – Public Impact Fees are fees based on impacts to the public during work when sidewalks, roadways, or parking is restricted or limited. Public Impact fees are listed in Appendix A.
 - 3. Inspection Fees – Inspection fees apply to any rework caused by installation of items without previous items getting inspected and approved by the City Engineer. Inspection fees are listed in Appendix A.

V. Final Acceptance

For sanitary sewer service connections completed prior to November 1, the City will video the sewer main by March 1 of the following year. Any defects detected on the video must be repaired by the Permittee no later than June 1.

After restoration is completed, Permittee shall contact the City Engineer for Final acceptance. City will inspect the work and notify the contractor of any defects. If defects are discovered, the City will notify the Permittee and the Permittee will have 30 calendar days to complete repairs. If repairs are not complete within 30 calendar days, no further permits will be issued to the Permittee and the City Engineer will make arrangements for repair. All costs incurred to complete repairs will be billed to the Permittee. Permits will not be issued until full payment is received by the City Engineer. All permits are considered open until a written Final Acceptance is issued by the City Engineer.

Permittee shall guarantee all work for 2 years from the date of Final Acceptance on all work completed. Permittee will continue to be responsible for any damage incurred that is not clearly visible at the time of final acceptance. Any damage discovered after Final Acceptance

remains the responsibility of the Permittee. The Permittee will make the necessary arrangements to repair this damage within 30 calendar days of notification.

VI. Winter construction

Winter construction shall generally be from December 1 to May 1, but may be modified by the City Engineer based on current and forecasted weather conditions. The City Engineer will notify active excavators of the winter construction dates a minimum of 2 weeks prior to the start of winter construction. Non-emergency excavations will not be allowed during winter construction dates. Exceptions to the winter construction may be granted at the discretion of the City Engineer.

Emergency excavations during the winter shutdown will require all trenches under the traveled way be backfilled with gravel that is not frozen and tamped in six inch lifts or layers to at least one foot back of curb line. The upper 1.0 feet of the trench shall be composed of concrete slurry to be kept at grade at all times during winter construction dates and then restored to permanent resurfacing within 30 days of winter construction date removal in the spring. The permit will remain open and the Permittee is responsible for all maintenance of the patched area until permanent restoration of the pavement and sidewalk is completed and accepted.

VII. Violations

Failure to follow applicable Local Ordinances, State or Federal Laws, or Standards published by the City of Fargo will result in verbal or written notices and/or additional fees. Penalties may include fees, cancellation of permit, and/or revocation of their Fargo Excavator License. Details are located in Appendix C.

Appendix A

Administrative Fees

Permit Fee – Private Sewer or Water	\$100
Permit Fee – Utility Work	\$100
	\$300 for the first 1,000 feet of install
	\$200 for each 1,000 feet of install on the permit
Excavating without a permit	\$500
Street Excavation	\$50
Sidewalk Excavation	\$50
Boulevard Excavation	\$50
Inspection Fees	\$20/day for any rework required due to covering work that has not been inspected.

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Public Impact Fees – Applicable to each route impacted during excavation

Private Service repairs for owner occupied single family residence

Sidewalk Closure	\$100/week after 2 weeks until completion
Lane	\$100/week after 2 weeks until completion
	An additional week will be allowed for a concrete street

Public Impact Fees – Not applicable to owner occupied residence private service work

Sidewalk Closure	\$100/week
Parking Spot Closure	\$100/week less than 5 spots
Parking Spot Closure	\$250/week 5 or more spots

Protected Streets

Arterial Streets

Lane Closure	\$300/week
Full Closure	\$500/week

Collector Streets

Lane Closure	\$150/week
Full Closure	\$300/week

Residential Streets

Lane Closure	\$100/week
Street Closure	\$200/week

All other Streets

Lane Closure	\$100/week
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Appendix B – Inspection Checklist

1. Traffic control – The applicant is responsible for providing a traffic control plan that meets MUTCD and Specifications. The traffic control plan must be approved by the City prior to work starting. Traffic control installation must be approved prior to the applicant starting the removal process.
2. Removal Limits – Prior to starting work a meeting shall be held with the City Engineer to determine removal limits and traffic control requirements.
3. Removal Items – Special attention shall be given to colored concrete, brick, ADA ramps, structural soil, reinforcing fabric, sidewalk, and roadway surface.
4. Backfilling of the excavation shall be in 12” lifts with compaction tests performed by an approved testing firm after completing 2 12” lifts. All coordination and costs will be the responsibility of the Permittee.
5. Reinforcing Fabric – When reinforcing fabric exists, the removal limits shall be extended to allow for a 12” overlap of the reinforcing fabric during backfilling operations.
6. Base material – Refer to Section 2070 of the Specifications for requirements. The City must inspect the base prior to completion of the restoration. If the restored area is paved prior to City inspection, the Permittee shall remove any material requested by the City to verify material depth by and at the Permittee’s expense unless the Permittee provides proof of depth and compaction results to the City.
7. Asphalt Patch – Refer to Section 2400 of the Specifications. Asphalt patch material must be FA 43 with PG 58H-34 oil. The applicant shall submit a mix design prior to starting the excavation. All mix designs must be approved by the City before asphalt can be placed in the patch area. Placement of the asphalt material must meet the latest version of the Specifications.
8. P.C. Concrete w/Asphalt Overlay - Asphalt shall be trimmed with asphalt spade or concrete saw. P.C. concrete shall be placed to a depth matching the surrounding concrete thickness and shall be reinforced in accordance with the Specifications. After a curing time, as approved by the City Engineer, the patch shall be painted with asphaltic cement and filled with compacted hot mix asphalt in accordance with Section 2400 of the Specification.
9. P.C. Concrete – Refer to Section 2100 of the Specifications. Dowel bars and reinforcing shall meet the same section of the Specifications. All concrete material properties must be tested by an approved testing firm during placement of the concrete. All coordination and costs will be the responsibility of the Permittee.
10. Graveled Surfaces – Refer to Section 2800 of the Specifications. Gravel surfaces shall be bladed, shaped and resurfaced with a minimum of six inches of gravel.
11. ADA Ramps and Sidewalks – Refer to Section of 2300 of the Specifications. Partial removals of ADA ramps are not permitted. Complete replacement of the ADA ramp or sidewalk ramp shall be replaced to conform to the latest edition of the Specifications. If the existing sidewalk isn’t ramped, it shall be replaced with an ADA ramp only if the curb is also removed. Additional sidewalk details can be found at

<https://fargond.gov/city-government/departments/engineering/engineering-services/right-of-way-management/excavation-guidelines-policies>

12. Curb & Gutter – Refer to Section 2100 of the Specifications.
13. Colored concrete – Every effort must be made to match the existing color of the concrete in place on the roadway.
14. Bricks – Care must be taken by the applicant to salvage all bricks in the removal area. Any damaged bricks must be replaced by the applicant. Every effort must be made to match the existing color of the brick in place on the roadway.
15. Berms are to be restored as nearly as possible to their original condition. Seeding and fine grading shall conform to Section 3100 of the Specifications.

Appendix C
Violation Schedule

Failure to use approved traffic control	\$500/day
Failure to maintain traffic control	\$100/day
Failure to follow approved plan	\$250
Failure to give notice to residents and/or Engineering	\$100
<u>Failure to fill open holes</u>	<u>\$250/week</u>
<u>Failure to restore within 7 calendar days</u>	<u>\$250/week</u>

All violations can also include permit revocation and/or license revocation

Appendix D – Striping Fees

4" Epoxy \$10.00/LF
 4" Plastic \$16.50/LF includes 4" contrast marking tape
 Wider tape is prorated by width. Example: 24" is 6x the 4" price

Epoxy Message \$25/SF
 Thermoplastic \$75/SF
 Plastic Message \$50/SF

COMMISSIONER _____ introduced the following resolution and moved its adoption:

RESOLUTION

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

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

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

WHEREAS, Article 3(G) of the Home Rule Charter of the City of Fargo, North Dakota grants the City of Fargo power to provide for the adoption, amendment, and repeal of ordinances and resolutions, and regulations to carry out its governmental and proprietary powers and to provide for public health, safety, morals, and welfare, and penalties for a violation thereof; and

WHEREAS, Section 18-0901 of the Excavation Ordinance provides excavation guidelines shall be set by resolution by the Board of City Commissioners.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF CITY COMMISSIONERS OF THE CITY OF FARGO that the Excavation Fees and Guidelines revised April 1, 2026, attached hereto, shall be set as follows, with an effective date beginning April 1, 2026.

Dated this ____ day of ____, 2026.

Dr. Timothy J. Mahoney, Mayor

Attest:

Angie Bear, Deputy City Auditor

The motion for the adoption of the foregoing resolution was duly seconded by COMMISSIONER _____, and upon roll call vote, the following voted in favor thereof: COMMISSIONERS _____.
The following were absent and not voting: _____, and the following voted against the same: _____, whereupon the resolution was declared duly passed and adopted.



March 25, 2026

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

**Re: Memorandum of Offer to Landowner
Temporary Easement – Improvement District #BR-26-G1**

Dear Commissioners:

Enclosed and delivered to the City Commission office is an original Memorandum of Offer to Landowner document and a temporary permanent easement in association with Improvement District #BR-26-G1. 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 purchase of a temporary easement from **Diane Bachinski** in association with Improvement District #BR-26-G1 and that the Mayor is instructed to execute the Memorandum of Offer to Landowner & Easement document on behalf of the City of Fargo.

Please return the signed originals.

Respectfully submitted,

Shawn G. Bullinger
Land Acquisition Specialist

C: Kasey McNary
Rob Hasey

MEMORANDUM OF OFFER TO LANDOWNER

City of Fargo, Engineering Department

Project BR-26-G1	County Cass	Parcel(s) 01-2840-00646-000
Landowner Diane Bachinski		
Mailing Address 2307 17 AVE S Fargo, ND 58103		

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

See enclosed exhibit(s) to the easement(s) accompanying this Memorandum of Offer.

I, as right of way agent for the City of Fargo, Engineering Department, am hereby authorized to offer the following amount of \$ 846.00 as full compensation for the fee and/or temporary taking of the foresaid parcels and all damages incidental thereto. The offer set forth has been established through one of the following, Basic Data Book, Certified Appraisal, City of Fargo Minimum Payment Policy. A breakdown of this offer is as follows:

Land	\$	_____
Easement and Access Control	\$	<u>846.00</u>
Improvements on Right of Way*	\$	_____
Damages to Remainder	\$	_____
Total Offer	\$	<u>846.00</u>

*Description of Damages to Remainder are as follows:

Diane M. Bachinski
 Owner Signature
 Signature hereby constitutes acceptance of offer as presented above.

Shawn G. Bullinger
 Shawn G. Bullinger
 Land Acquisition Specialist, City of Fargo

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



Timothy J. Mahoney
 MAYOR

 SIGNATURE

 DATE

EASEMENT

(Temporary Construction Easement)

KNOW ALL MEN BY THESE PRESENTS that **DIANE BACHINSKI**, whose address is 2307 17th Ave S, Fargo, ND 58103, hereinafter referred to as “Grantor”, for and in consideration of the sum of One and no/100 Dollars (\$1.00) and other valuable consideration, to 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”, temporary construction easements under, over, upon and in the lands hereinafter described for the purpose of storage of materials and job site layout for construction, together with the customary appurtenances, said tract being described as follows:

That part of Lot 5, Block 5C, REPLAT OF BLOCK (5), SOUTHVIEW VILLAGES 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:

The south 10.00 feet of the east 48.00 feet of said Lot 5, as measured at right angles to and parallel with the south and east lines of said Lot 5.

AND

The west 22.00 feet of the east 31.00 feet of the north 10.00 feet of the south 20.00 feet of said Lot 5, as measured at right angles to and parallel with said south and east lines.

Containing a combined 700 square feet, more or less, and subject to all easements, restrictions and reservations of record, if any.

Grantor, her 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 parcel of land and perform any and all acts necessary or convenient to carry into effect the purpose for which the grant is made.

Grantor, her successors and assigns, further agree that they will not disturb, injure, molest or in any manner interfere with said parcels to be used for storage of materials and job site layout during the construction phase of said project, and Grantor expressly warrants and states that no buildings, trees, shrubs or other obstacles of any kind shall be placed or located upon the parcels so as to interfere in any manner with the said parcels during the construction phase. Grantee, at its own expense, shall leave the premises in as good condition as they were prior to the time construction activities began.

This Easement shall terminate on November 15, 2027, or at the end of the project, whichever occurs later.

[Signature pages to follow]

IN WITNESS WHEREOF, Grantor have set their hand and caused this instrument to be executed this 25 day of March, 2026.

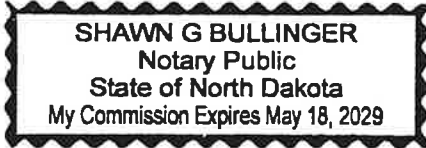
GRANTOR:

Diane Bachinski
Diane Bachinski

STATE OF NORTH DAKOTA)
)
COUNTY OF CASS)

On this 25 day of MARCH, 2026, before me a notary public in and for said county and state, personally appeared Diane Bachinski, known to me to be the person described herein and who executed the within and foregoing instrument, and acknowledged to me that she executed the same.

(SEAL)



Shawn G. Bullinger
Notary Public
My Commission Expires:

GRANTEE:

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

Timothy J. Mahoney, Mayor

ATTEST:

Angie Bear
Deputy Auditor on behalf of City Auditor

STATE OF NORTH DAKOTA)
)
COUNTY OF CASS)

On this _____ day of _____, 2026, before me a notary public in and for said county and state, personally appeared 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:
Steven W. Holm (LS-6571)
Professional Land Surveyor

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

March 17, 2026

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

**Re: Memorandum of Offer to Landowner
Temporary Easement – Improvement District #BR-26-G1**

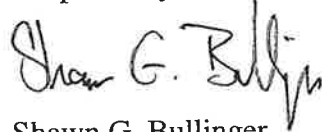
Dear Commissioners:

Enclosed and delivered to the City Commission office is an original Memorandum of Offer to Landowner document and a temporary permanent easement in association with Improvement District #BR-26-G1. 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 purchase of a temporary easement from **James P. Essig and Judith A. Essig** in association with Improvement District #BR-26-G1 and that the Mayor is instructed to execute the Memorandum of Offer to Landowner & Easement document on behalf of the City of Fargo.

Please return the signed originals.

Respectfully submitted,



Shawn G. Bullinger
Land Acquisition Specialist

C: Kasey McNary
Rob Hasey

MEMORANDUM OF OFFER TO LANDOWNER

City of Fargo, Engineering Department

Project BR-26-G1	County Cass	Parcel(s) 01-2840-00490-000
Landowner James P. & Judith A. Essig		
Mailing Address 2201 17 AVE S Fargo, ND 58103		


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

See attached exhibit(s) to the easement(s) accompanying this Memorandum of Offer.

I, as right of way agent for the City of Fargo, Engineering Department, am hereby authorized to offer the following amount of \$ 1,086.00 as full compensation for the fee and/or temporary taking of the foresaid parcels and all damages incidental thereto. The offer set forth has been established through one of the following, Basic Data Book, Certified Appraisal, City of Fargo Minimum Payment Policy. A breakdown of this offer is as follows:

Land	\$ _____	
Easement and Access Control	\$ <u>1,086.00</u>	
Improvements on Right of Way*	\$ _____	
Damages to Remainder	\$ _____	
Total Offer		\$ <u>1,086.00</u>

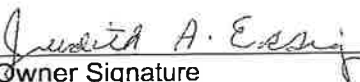
*Description of Damages to Remainder are as follows:



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



 Shawn G. Bullinger
 Land Acquisition Specialist, City of Fargo



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

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

Timothy J. Mahoney

MAYOR

SIGNATURE

DATE

EASEMENT
(Temporary Construction Easement)

KNOW ALL MEN BY THESE PRESENTS that **JAMES P. ESSIG AND JUDITH A. ESSIG**, whose address is 2201 17th Ave S, Fargo, ND 58103, hereinafter referred to as “Grantors”, 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”, temporary construction easements under, over, upon and in the lands hereinafter described for the purpose of storage of materials and job site layout for construction, together with the customary appurtenances, said tract being described as follows:

That part of Lot 20, Block 3, REPLAT OF BLOCKS THREE (3) AND FOUR (4), SOUTHVIEW VILLAGES 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:

The south 2.00 feet of the east 33.00 feet of said Lot 20, as measured at right angles to and parallel with the south and east lines of said Lot 20.

AND

The south 20.00 feet of the west 40.00 feet of the east 73.00 feet of said Lot 20, as measured at right angles to and parallel with said south and east lines.

AND

The south 4.00 feet of said Lot 20, less the east 73.00 feet thereof, as measured at right angles to and parallel with said south and east lines.

Containing a combined 986 square feet, more or less, and subject to all easements, restrictions and reservations of record, if any.

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

Grantors, their successors and assigns, further agree that they will not disturb, injure, molest or in any manner interfere with said parcels to be used for storage of materials and job site layout during the construction phase of said project, and Grantors expressly warrant and state that no buildings, trees, shrubs or other obstacles of any kind shall be placed or located upon the parcels so as to interfere in any manner with the said parcels during the construction phase. Grantee, at its own expense, shall leave the premises in as good condition as they were prior to the time construction activities began.

This Easement shall terminate on November 15, 2027, or at the end of the project, whichever occurs later.

[Signature pages to follow]

IN WITNESS WHEREOF, Grantors have set their hand and caused this instrument to be executed this 17 day of MARCH, 2026.

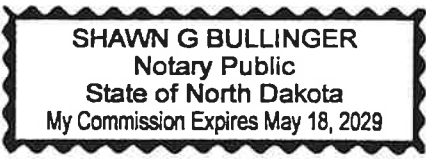
GRANTORS:

James P. Essig
James P. Essig

Judith A. Essig
Judith A. Essig

STATE OF NORTH DAKOTA)
)
COUNTY OF CASS)

On this 17 day of MARCH, 2026, before me a notary public in and for said county and state, personally appeared James P. Essig and Judith A. Essig, known to me to be the persons described herein and who executed the within and foregoing instrument, and acknowledged to me that they executed the same.

(SEAL) 

Shawn G. Bullinger
Notary Public
My Commission Expires:

GRANTEE:

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

Timothy J. Mahoney, Mayor

ATTEST:

Angie Bear
Deputy Auditor on behalf of City Auditor

STATE OF NORTH DAKOTA)
)
COUNTY OF CASS)

On this _____ day of _____, 2026, before me a notary public in and for said county and state, personally appeared 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:
Steven W. Holm (LS-6571)
Professional Land Surveyor

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



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

March 25, 2026

Honorable Board of City
Commissioners
City of Fargo
Fargo, ND

Re: Improvement District No. AN-26-A1

Dear Commissioners:

Bids were opened at 11:45 am on Wednesday, March 25, 2026, for Alley Paving, Improvement District No. AN-26-A1, located as follows: From 15th Avenue to 16th Avenue North between 4th Street and 5th Street North.

The bids were as follows:

Northern Improvement Co	\$226,445.00
Key Contracting Inc	\$251,660.00
Earthwork Services, Inc	\$254,400.00
Curb to Curb, LLC	\$254,791.00
Dirt Dynamics	\$277,238.00
Border States Paving Inc	\$290,976.10
Engineers Estimate	\$258,671.00

Private financial security is not needed.

4 protests were received amounting to 19% of the Improvement District.

This office recommends award of the contract to Northern Improvement Co. in the amount of \$226,445.00 as the lowest and best bid.

Sincerely,

Thomas Knakmuhs, P.E.
City Engineer



Engineer's Statement Of Cost
Improvement District # AN-26-A1
Alley Paving

From 15th Avenue to 16th Avenue North between 4th Street and
5th Street North

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

NOW THEREFORE Thomas Knakmuhs, do hereby certify as follows:

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

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

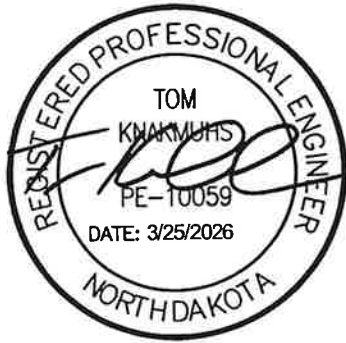
Alley Paving Improvement District # AN-26-A1 of the City of Fargo, North Dakota.

Line	Description	Unit	Quantity	Unit Price (\$)	Amount (\$)
Storm Sewer					
1	F&I Inlet - Round (RDI) Reinf Conc	EA	2.00	3,045.00	6,090.00
2	Connect Pipe to Exist Structure	EA	1.00	2,205.00	2,205.00
3	F&I Pipe w/GB SDR 35 - 10" Dia PVC	LF	353.00	95.00	33,535.00
Storm Sewer Total					41,830.00
Paving					
4	Remove Pavement All Thicknesses All Types	SY	8.00	57.00	456.00
5	Excavation	CY	770.00	26.50	20,405.00
6	Subgrade Preparation	SY	1,422.00	5.00	7,110.00
7	Rem & Repl Curb & Gutter	LF	24.00	85.00	2,040.00
8	F&I Pavement 6" Thick Reinf Conc	SY	1,390.00	100.00	139,000.00
9	F&I Driveway 6" Thick Reinf Conc	SY	32.00	136.00	4,352.00
10	Remove Driveway All Thicknesses All Types	SY	49.00	38.00	1,862.00
11	F&I Asphalt Pavement FAA 43 w/ PG58H-34	Ton	5.00	435.00	2,175.00
12	Casting to Grade - w/Conc	EA	2.00	800.00	1,600.00
13	Mulching Type 1 Hydro	SY	50.00	16.00	800.00
14	Seeding Type C	SY	50.00	16.00	800.00
15	Inlet Protection - New Inlet	EA	2.00	264.00	528.00
16	Inlet Protection - Existing Inlet	EA	4.00	238.00	952.00
17	Traffic Control - Type 1	LS	1.00	755.00	755.00
18	Relocate Sign Assembly	EA	2.00	310.00	620.00
19	F&I Rock Mulch	Ton	4.00	290.00	1,160.00

Line	Description	Unit	Quantity	Unit Price (\$)	Amount (\$)
Paving Total					184,615.00
Total Construction in \$					226,445.00

Admin	4.00%	9,057.80
Contingency	5.00%	11,322.25
Engineering	10.00%	22,644.50
Legal	3.00%	6,793.35
Interest	4.00%	9,057.80
Total Estimated Costs		285,320.70
Special Assessments		285,320.70
Unfunded Costs		0.00

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



A handwritten signature in black ink, appearing to read 'T. Knakmuhs'.

Thomas Knakmuhs, P.E.
City Engineer



14

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

March 25, 2026

Honorable Board of City
 Commissioners
 City of Fargo
 Fargo, ND

Re: Improvement District No. BR-26-11

Dear Commissioners:

Bids were opened at 11:45 am on Wednesday, March 25, 2026, for Paving and Utility Rehab/Reconstruction, Improvement District No. BR-26-11, located as follows: On 4th Avenue North from 29th Street to Cass County Drain 10.

The bids were as follows:

Northern Improvement Co	\$1,205,961.79
Paras Contracting Inc	\$1,235,071.93
Border States Paving Inc	\$1,334,026.26
Reede Construction, Inc.	\$1,341,909.20
All Finish Concrete	\$1,375,913.00
Dakota Underground Co Inc	\$1,398,514.60

Engineers Estimate	\$1,288,505.25
--------------------	----------------

Private financial security is not needed.

No protests have been received.

This office recommends award of the contract to Northern Improvement Co. in the amount of \$1,205,961.80 as the lowest and best bid.

Sincerely,

Thomas Knakmuhs, P.E.
 City Engineer



Engineer's Statement Of Cost
Improvement District # BR-26-11
Paving And Utility Rehab/Reconstruction

On 4th Avenue North from 29th Street to Cass County Drain 10.

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

NOW THEREFORE Thomas Knakmuhs, do hereby certify as follows:

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

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

Paving and Utility Rehab/Reconstruction Improvement District # BR-26-11 of the City of Fargo, North Dakota.

Line	Description	Unit	Quantity	Unit Price (\$)	Amount (\$)
Sanitary Sewer					
1	Clean Pipe All Sizes All Types	LF	1,094.00	3.30	3,610.20
2	Connect Sewer Service	EA	2.00	1,650.00	3,300.00
3	F&I Pipe w/GB SDR 26 - 6" Dia PVC	LF	60.00	260.00	15,600.00
4	Repair Manhole Floor & Invert	EA	3.00	3,630.00	10,890.00
5	Install Interior Drop	EA	2.00	1,650.00	3,300.00
Sanitary Sewer Total					36,700.20
Water Main					
6	Remove Pipe Asbestos Cement	LF	80.00	55.00	4,400.00
7	F&I Gate Valve 6" Dia	EA	4.00	3,300.00	13,200.00
8	F&I Gate Valve 8" Dia	EA	1.00	4,290.00	4,290.00
9	F&I Gate Valve 10" Dia	EA	1.00	5,720.00	5,720.00
10	F&I Hydrant	EA	4.00	8,360.00	33,440.00
11	F&I Hydrant Ext. 6" High	EA	1.00	1,430.00	1,430.00
12	F&I Fittings C153 Ductile Iron	LB	509.00	13.00	6,617.00
13	Connect Pipe to Exist Pipe	EA	6.00	1,600.00	9,600.00
14	F&I Pipe w/GB C900 DR 18 - 6" Dia PVC	LF	75.00	170.00	12,750.00
15	F&I Pipe w/GB C900 DR 18 - 8" Dia PVC	LF	6.00	175.00	1,050.00
16	F&I Pipe w/GB C900 DR 18 - 10" Dia PVC	LF	15.00	195.00	2,925.00
Water Main Total					95,422.00
Storm Sewer					
17	Remove Pipe All Sizes All Types	LF	44.00	18.00	792.00

Line	Description	Unit	Quantity	Unit Price (\$)	Amount (\$)
18	Remove Inlet	EA	2.00	1,100.00	2,200.00
19	F&I Manhole 7' Dia Reinf Conc	EA	3.00	12,540.00	37,620.00
20	F&I Inlet - Single Box (SBI) Reinf Conc	EA	6.00	3,410.00	20,460.00
21	F&I Pipe w/GB 15" Dia Reinf Conc	LF	143.00	155.00	22,165.00
22	Repair Pipe 15" Dia	EA	1.00	2,750.00	2,750.00
Storm Sewer Total					85,987.00
Paving					
23	Remove Pavement All Thicknesses All Types	SY	4,450.00	16.50	73,425.00
24	Remove Curb & Gutter	LF	2,230.00	4.00	8,920.00
25	Remove Driveway All Thicknesses All Types	SY	455.00	15.00	6,825.00
26	F&I Flat MH Cover 8" Thick Reinf Conc	EA	1.00	1,150.00	1,150.00
27	Rem & Repl Casting - Inlet	EA	2.00	1,225.00	2,450.00
28	Rem & Repl Casting - Std Manhole	EA	2.00	900.00	1,800.00
29	Rem & Repl Casting - Floating Manhole	EA	3.00	1,965.00	5,895.00
30	Casting to Grade - Blvd	EA	2.00	450.00	900.00
31	Casting to Grade - w/Conc	EA	11.00	650.00	7,150.00
32	GV Box to Grade - Blvd	EA	4.00	350.00	1,400.00
33	GV Box to Grade - w/Conc	EA	2.00	350.00	700.00
34	Subgrade Preparation	SY	5,250.00	2.50	13,125.00
35	F&I Woven Geotextile	SY	5,250.00	1.75	9,187.50
36	F&I Class 5 Agg - 10" Thick	SY	5,250.00	12.25	64,312.50
37	F&I Edge Drain 4" Dia PVC	LF	2,230.00	8.00	17,840.00
38	F&I Pavement 10" Thick Doweled Conc	SY	4,575.00	105.00	480,375.00
39	F&I Curb & Gutter Standard (Type II)	LF	2,215.00	32.50	71,987.50
40	F&I Driveway 7" Thick Reinf Conc	SY	245.00	105.00	25,725.00
41	F&I Sidewalk 4" Thick Reinf Conc	SY	500.00	76.50	38,250.00
42	F&I Sidewalk 6" Thick Reinf Conc	SY	3.00	87.50	262.50
43	F&I Det Warn Panels Cast Iron	SF	8.00	63.00	504.00
44	Boulevard Grading	SY	2,300.00	5.25	12,075.00
45	Seeding Type C	SY	2,300.00	2.85	6,555.00
46	Mulching Type 2 Hydro	SY	2,300.00	1.25	2,875.00
47	Stormwater Management	LS	1.00	3,400.00	3,400.00
48	Inlet Protection - New Inlet	EA	6.00	215.00	1,290.00
49	Inlet Protection - Existing Inlet	EA	4.00	215.00	860.00
50	Temp Construction Entrance	EA	1.00	850.00	850.00

Line	Description	Unit	Quantity	Unit Price (\$)	Amount (\$)
51	Traffic Control - Type 1	LS	1.00	780.00	780.00
Paving Total					860,869.00
Signing					
52	F&I Sign Assembly & Anchor	EA	5.00	235.00	1,175.00
53	F&I Diamond Grade Cubed	SF	13.10	11.75	153.92
54	F&I High Intensity Prismatic	SF	13.80	9.65	133.17
Signing Total					1,462.09
Street Lights					
55	F&I Base 6' Deep Reinf Conc	EA	6.00	3,675.00	22,050.00
56	F&I Conductor #6 USE Cu	LF	3,462.00	5.75	19,906.50
57	F&I Innerduct 1.5" Dia	LF	1,195.00	22.00	26,290.00
58	F&I Luminaire Type B	EA	5.00	2,100.00	10,500.00
59	F&I Light Standard Type B	EA	5.00	8,400.00	42,000.00
60	Remove Street Light	EA	1.00	2,150.00	2,150.00
61	Remove Base	EA	1.00	2,625.00	2,625.00
Street Lights Total					125,521.50
Total Construction in \$					1,205,961.79

Interest	4.00%	48,238.47
Contingency	5.00%	60,298.09
Legal	3.00%	36,178.85
Total Estimated Costs		1,350,677.20
Special Assessments		1,350,677.21
Unfunded Costs		-0.01

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



A handwritten signature in black ink, appearing to read 'T. Knakmuhs'.

Thomas Knakmuhs, P.E.
City Engineer



Engineering Department

225 4th Street North

Fargo, ND 58102

Phone: 701.241.1545 | Fax: 701.241.8101

Email: feng@FargoND.gov

www.FargoND.gov

15

March 25, 2026

Honorable Board of City
Commissioners
City of Fargo
Fargo, ND

Re: Improvement District No. PR-26-G1

Dear Commissioners:

Bids were opened at 11:45 am on Wednesday, March 25, 2026, for Asphalt Mill & Overlay, Improvement District No. PR-26-G1, located as follows: 6 areas in south Fargo.

The bids were as follows:

FM Asphalt LLC	\$1,352,929.20
Border States Paving Inc	\$1,399,276.60
Northern Improvement Co	\$1,448,276.60
R J Zavoral & Sons	\$1,517,501.50
Central Specialties, Inc	\$1,573,415.00
Engineers Estimate	\$1,433,154.00

Private financial security is not needed.

No protests have been received.

This office recommends award of the contract to FM Asphalt LLC in the amount of \$1,352,929.20 as the lowest and best bid.

Sincerely,

Thomas Knakmuhs, P.E.
City Engineer



Engineer's Statement Of Cost
Improvement District # PR-26-G1
Asphalt Mill & Overlay

6 areas in south Fargo

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

NOW THEREFORE Thomas Knakmuhs, do hereby certify as follows:

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

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

Asphalt Mill & Overlay Improvement District # PR-26-G1 of the City of Fargo, North Dakota.

Line	Description	Unit	Quantity	Unit Price (\$)	Amount (\$)
Section 3 Storm water					
1	Repair Inlet	EA	7.00	525.00	3,675.00
2	F&I Repair Band 4" thru 12" Dia	EA	1.00	1,400.00	1,400.00
Section 3 Storm water Total					5,075.00
Section 4 Storm water					
3	Repair Inlet	EA	3.00	525.00	1,575.00
Section 4 Storm water Total					1,575.00
Section 1					
4	Rem & Repl Curb & Gutter	LF	500.00	75.00	37,500.00
5	F&I Sidewalk 6" Thick Reinf Conc	SY	50.00	125.00	6,250.00
6	Remove Sidewalk All Thicknesses All Types	SY	50.00	21.00	1,050.00
7	Rem & Repl Driveway 6" Thick Reinf Conc	SY	25.00	145.00	3,625.00
8	F&I Det Warn Panels Cast Iron	SF	60.00	60.00	3,600.00
9	F&I Asphalt Pavement FAA 43 w/ PG58H-34	Ton	1,000.00	87.00	87,000.00
10	Rem & Repl Casting - Inlet	EA	1.00	1,200.00	1,200.00
11	Rem & Repl Casting - Self Leveling	EA	1.00	2,100.00	2,100.00
12	Casting to Grade - no Conc	EA	1.00	300.00	300.00
13	GV Box to Grade - no Conc	EA	1.00	650.00	650.00
14	Rem & Repl Pavement 8" Thick Asp	SY	100.00	115.00	11,500.00
15	Mill / Grind Asphalt Pvmt Along Curb	LF	4,544.00	1.75	7,952.00
16	Mill / Grind Asphalt Pvmt 1" to 2" Thick	SY	100.00	7.00	700.00
17	Seeding Type B	SY	150.00	9.40	1,410.00
18	Mulching Type 1 Hydro	SY	150.00	9.40	1,410.00

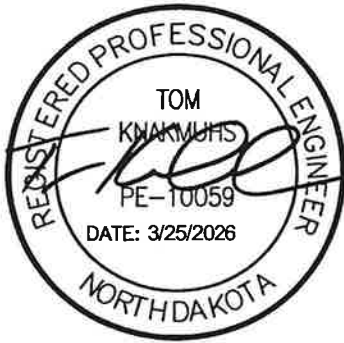
Line	Description	Unit	Quantity	Unit Price (\$)	Amount (\$)
19	Traffic Control - Type 1	LS	1.00	600.00	600.00
Section 1 Total					166,847.00
Section 1 Storm water					
20	Repair Inlet	EA	4.00	525.00	2,100.00
21	F&I Repair Band 4" thru 12" Dia	EA	4.00	1,450.00	5,800.00
Section 1 Storm water Total					7,900.00
Section 2					
22	Rem & Repl Curb & Gutter	LF	700.00	75.00	52,500.00
23	F&I Sidewalk 6" Thick Reinf Conc	SY	45.00	125.00	5,625.00
24	Remove Sidewalk All Thicknesses All Types	SY	30.00	21.00	630.00
25	Rem & Repl Driveway 6" Thick Reinf Conc	SY	25.00	145.00	3,625.00
26	F&I Det Warn Panels Cast Iron	SF	60.00	60.00	3,600.00
27	F&I Asphalt Pavement FAA 43 w/ PG58H-34	Ton	1,500.00	85.00	127,500.00
28	Rem & Repl Casting - Inlet	EA	1.00	1,200.00	1,200.00
29	Casting to Grade - no Conc	EA	1.00	300.00	300.00
30	GV Box to Grade - no Conc	EA	3.00	650.00	1,950.00
31	Rem & Repl Pavement 8" Thick Asph	SY	100.00	115.00	11,500.00
32	Mill / Grind Asphalt Pvmt 1" to 2" Thick	SY	11,528.00	1.65	19,021.20
33	Seeding Type B	SY	150.00	9.40	1,410.00
34	Mulching Type 1 Hydro	SY	150.00	9.40	1,410.00
35	Traffic Control - Type 1	LS	1.00	600.00	600.00
Section 2 Total					230,871.20
Section 2 Storm water					
36	Repair Inlet	EA	3.00	525.00	1,575.00
37	F&I Repair Band 4" thru 12" Dia	EA	1.00	1,400.00	1,400.00
Section 2 Storm water Total					2,975.00
Section 3					
38	Rem & Repl Curb & Gutter	LF	750.00	75.00	56,250.00
39	F&I Sidewalk 6" Thick Reinf Conc	SY	176.00	125.00	22,000.00
40	Remove Sidewalk All Thicknesses All Types	SY	176.00	21.00	3,696.00
41	F&I Det Warn Panels Cast Iron	SF	310.00	60.00	18,600.00
42	F&I Asphalt Pavement FAA 43 w/ PG58H-34	Ton	2,800.00	83.00	232,400.00
43	Rem & Repl Casting - Inlet	EA	1.00	1,200.00	1,200.00
44	Casting to Grade - no Conc	EA	1.00	300.00	300.00
45	GV Box to Grade - no Conc	EA	2.00	650.00	1,300.00

Line	Description	Unit	Quantity	Unit Price (\$)	Amount (\$)
46	Rem & Repl Pavement 8" Thick Asph	SY	100.00	115.00	11,500.00
47	Mill / Grind Asphalt Pvmt 1" to 2" Thick	SY	22,482.00	1.75	39,343.50
48	Seeding Type B	SY	300.00	9.40	2,820.00
49	Mulching Type 1 Hydro	SY	300.00	9.40	2,820.00
50	Traffic Control - Type 1	LS	1.00	1,800.00	1,800.00
Section 3 Total					394,029.50
Section 3 Pavement Markings					
51	F&I Grooved Plastic Film 16" Wide	LF	22.00	37.00	814.00
52	F&I Grooved Plastic Film 24" Wide	LF	120.00	75.00	9,000.00
53	Paint Epoxy Line 4" Wide	LF	1,462.00	5.50	8,041.00
54	Paint Epoxy Line 8" Wide	LF	170.00	11.00	1,870.00
55	Paint Epoxy Line 16" Wide	LF	14.00	37.00	518.00
56	Paint Epoxy Line 24" Wide	LF	162.00	43.00	6,966.00
57	Paint Epoxy Message	SF	48.00	43.00	2,064.00
58	F&I Detection Sawed-In Loop	EA	8.00	4,500.00	36,000.00
Section 3 Pavement Markings Total					65,273.00
Section 4					
59	Adjust Curb & Gutter - Mud/Sand Jack	LF	400.00	17.50	7,000.00
60	Rem & Repl Curb & Gutter	LF	500.00	75.00	37,500.00
61	F&I Sidewalk 6" Thick Reinf Conc	SY	76.00	125.00	9,500.00
62	Remove Sidewalk All Thicknesses All Types	SY	52.00	21.00	1,092.00
63	Adjust Driveway - Mud/Sand Jack	SF	1,000.00	4.30	4,300.00
64	Rem & Repl Driveway 6" Thick Reinf Conc	SY	25.00	145.00	3,625.00
65	F&I Det Warn Panels Cast Iron	SF	126.00	60.00	7,560.00
66	F&I Asphalt Pavement FAA 43 w/ PG58H-34	Ton	1,000.00	87.00	87,000.00
67	Rem & Repl Casting - Inlet	EA	1.00	1,200.00	1,200.00
68	Casting to Grade - no Conc	EA	1.00	300.00	300.00
69	GV Box to Grade - no Conc	EA	1.00	650.00	650.00
70	Rem & Repl Pavement 8" Thick Asph	SY	100.00	115.00	11,500.00
71	Mill / Grind Asphalt Pvmt 1" to 2" Thick	SY	7,690.00	1.75	13,457.50
72	Seeding Type B	SY	150.00	9.40	1,410.00
73	Mulching Type 1 Hydro	SY	150.00	9.40	1,410.00
74	Traffic Control - Type 1	LS	1.00	900.00	900.00
Section 4 Total					188,404.50
Section 4 Pavement markings					

Line	Description	Unit	Quantity	Unit Price (\$)	Amount (\$)
75	Paint Epoxy Line 24" Wide	LF	96.00	43.00	4,128.00
Section 4 Pavement markings Total					4,128.00
Section 5					
76	Rem & Repl Curb & Gutter	LF	800.00	75.00	60,000.00
77	F&I Sidewalk 6" Thick Reinf Conc	SY	66.00	125.00	8,250.00
78	Remove Sidewalk All Thicknesses All Types	SY	52.00	21.00	1,092.00
79	Rem & Repl Driveway 6" Thick Reinf Conc	SY	25.00	145.00	3,625.00
80	F&I Det Warn Panels Cast Iron	SF	108.00	60.00	6,480.00
81	F&I Asphalt Pavement FAA 43 w/ PG58H-34	Ton	1,300.00	87.00	113,100.00
82	Rem & Repl Casting - Inlet	EA	1.00	1,200.00	1,200.00
83	Casting to Grade - no Conc	EA	1.00	300.00	300.00
84	GV Box to Grade - no Conc	EA	5.00	650.00	3,250.00
85	Rem & Repl Pavement 8" Thick Asph	SY	100.00	115.00	11,500.00
86	Mill / Grind Asphalt Pvmt 1" to 2" Thick	SY	8,540.00	1.75	14,945.00
87	Seeding Type B	SY	150.00	9.40	1,410.00
88	Mulching Type 1 Hydro	SY	150.00	9.40	1,410.00
89	Traffic Control - Type 1	LS	1.00	600.00	600.00
Section 5 Total					227,162.00
Section 5 storm water					
90	Repair Inlet	EA	5.00	525.00	2,625.00
91	F&I Repair Band 4" thru 12" Dia	EA	4.00	1,450.00	5,800.00
Section 5 storm water Total					8,425.00
Section 6					
92	F&I Inlet - Manhole (MHI) 4' Dia Reinf Conc	EA	1.00	4,800.00	4,800.00
93	F&I Edge Drain 4" Dia PVC	LF	20.00	22.00	440.00
94	Rem & Repl Curb & Gutter	LF	140.00	75.00	10,500.00
95	F&I Valley Gutter Reinf Conc	SY	114.00	160.00	18,240.00
96	Rem & Repl Sidewalk 6" Thick Reinf Conc	SY	8.00	150.00	1,200.00
97	F&I Det Warn Panels Cast Iron	SF	8.00	60.00	480.00
98	Repair Pavement - Patch Asph	SY	25.00	150.00	3,750.00
99	Remove Pavement 7" Thick Asph	SY	114.00	11.00	1,254.00
100	F&I Pavement Mix Wear Course Asph	Ton	50.00	150.00	7,500.00
101	Traffic Control - Minor	LS	1.00	2,100.00	2,100.00
Section 6 Total					50,264.00
Total Construction in \$					1,352,929.20

Engineering	10.00%	135,292.92
Contingency	5.00%	67,646.46
Interest	4.00%	54,117.17
Admin	4.00%	54,117.17
Legal	3.00%	40,587.88
Total Estimated Costs		1,704,690.80
Special Assessments		820,679.08
Utility Funds - Stormwater - 524		16,348.50
Utility Funds - Street Lights - 528		43,722.63
Sales Tax Funds - Infrastructure - 420		823,940.59
Unfunded Costs		0.00

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



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

Thomas Knakmuhs, P.E.
City Engineer

**RESOLUTIONS PERTAINING TO IMPROVEMENT DISTRICT NO. PR-26-G
ASPHALT MILL & OVERLAY
Determining Insufficiency of Protests**

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

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

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

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

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

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

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

C E R T I F I C A T E

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

I, Susan Thompson, the duly appointed, qualified and acting City Auditor of the City of Fargo, North Dakota do hereby certify that the foregoing is a full, true and correct copy of the resolution adopted by the Board of City Commissioners of the City of Fargo at the Regular Meeting of the Board held on the 30th day of March, 2026.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the Seal of the City of Fargo, North Dakota, this 30th day of March, 2026.

Susan Thompson
City Auditor

(SEAL)



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

March 25, 2026

Honorable Board of City
Commissioners
City of Fargo
Fargo, ND

Re: Improvement District No. TN-26-A1

Dear Commissioners:

Bids were opened at 11:45 am on Wednesday, March 25, 2026, for Traffic Signal Improvements, Improvement District No. TN-26-A1, located as follows: Intersection of 23rd Avenue S at 55th Street S.

The bids were as follows:

Reede Construction, Inc.	\$1,098,889.20
Strata Corporation	\$1,135,312.07
Northern Improvement Co	\$1,140,998.00
Engineers Estimate	\$992,498.30

Private financial security is not needed.

No protests have been received.

This office recommends award of the contract to Reede Construction, Inc. in the amount of \$1,098,889.20 as the lowest and best bid.

Sincerely,

Thomas Knakmuhs, P.E.
City Engineer



Engineer's Statement Of Cost
Improvement District # TN-26-A1
Traffic Signal Improvements

Intersection of 23rd Avenue S at 55th Street S

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

NOW THEREFORE Thomas Knakmuhs, do hereby certify as follows:

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

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

Traffic Signal Improvements Improvement District # TN-26-A1 of the City of Fargo, North Dakota.

Line	Description	Unit	Quantity	Unit Price (\$)	Amount (\$)
Traffic Signals					
1	F&I PTZ Camera System	EA	1.00	7,500.00	7,500.00
2	F&I Emerg Veh Pre-emption System	EA	1.00	16,000.00	16,000.00
3	F&I Signal Standard Type V 17.5' High	EA	1.00	6,500.00	6,500.00
4	F&I Signal Standard Combo - 30' MA	EA	1.00	26,250.00	26,250.00
5	F&I Signal Standard Combo - 48' MA	EA	1.00	38,000.00	38,000.00
6	F&I Detection Preformed Loop	EA	2.00	2,300.00	4,600.00
7	F&I Detection Sawed-In Loop	EA	32.00	4,300.00	137,600.00
8	F&I Equipment Cabinet & Controller	EA	1.00	58,000.00	58,000.00
9	F&I Equipment Battery Backup System	EA	1.00	14,000.00	14,000.00
10	F&I Foundation Controller	EA	1.00	7,600.00	7,600.00
11	F&I Foundation Type V	EA	1.00	2,600.00	2,600.00
12	F&I Foundation Type IV/Combo	EA	4.00	16,000.00	64,000.00
13	F&I Ped Head 1 Sect Countdown w/LED Mtd	EA	8.00	1,300.00	10,400.00
14	F&I Head 3 Sect w/12" LED MA Mtd	EA	6.00	2,000.00	12,000.00
15	F&I Head 3 Sect w/12" LED Post Mtd	EA	4.00	2,300.00	9,200.00
16	F&I Head 4 Sect w/12" LED MA Mtd	EA	4.00	2,400.00	9,600.00
17	F&I Head 4 Sect w/12" LED Post Mtd	EA	4.00	2,700.00	10,800.00
18	F&I Signal Cable AWG 14/2	LF	1,537.00	2.60	3,996.20
19	F&I Signal Cable AWG 14/3	LF	348.00	3.00	1,044.00
20	F&I Signal Cable AWG 14/5	LF	355.00	4.00	1,420.00
21	F&I Signal Cable AWG 14/7	LF	316.00	4.00	1,264.00
22	F&I Signal Cable AWG 14/20	LF	693.00	13.00	9,009.00

Line	Description	Unit	Quantity	Unit Price (\$)	Amount (\$)
23	F&I Signal Cable AWG 16/3	LF	390.00	3.00	1,170.00
24	F&I Signal Cable 3M Opticom	LF	363.00	5.00	1,815.00
25	F&I Signal Cable CAT 6	LF	160.00	5.00	800.00
26	F&I Signal Cable Loop Lead-in	LF	5,132.00	3.50	17,962.00
27	F&I Signal Cable #6 RHW	LF	69.00	11.00	759.00
28	F&I Fiber Vault	EA	1.00	10,000.00	10,000.00
29	F&I Fiber Optic Terminations & Equip	LS	1.00	25,000.00	25,000.00
30	F&I Fiber Optic Cable - 144SM	LF	1,065.00	8.00	8,520.00
31	F&I Conduit 1" Dia	LF	69.00	22.00	1,518.00
32	F&I Conduit 2" Dia	LF	564.00	18.00	10,152.00
33	F&I Conduit 4" Dia	LF	121.00	51.00	6,171.00
34	F&I Ped Push Button System - Audible	EA	1.00	9,000.00	9,000.00
35	F&I Ped Push Button & Sign	EA	8.00	2,600.00	20,800.00
36	F&I Ped Push Button Post	EA	6.00	1,300.00	7,800.00
37	F&I Pull Box	EA	8.00	3,300.00	26,400.00
38	Remove Pull Box	EA	1.00	1,000.00	1,000.00
39	F&I Traffic Signal Feed Point	EA	1.00	20,000.00	20,000.00
40	F&I Signal Standard Type IV - 25' MA	EA	1.00	22,000.00	22,000.00
41	F&I Signal Standard Type IV - 33' MA	EA	1.00	25,000.00	25,000.00
Traffic Signals Total					667,250.20
Paving					
42	Remove Pavement All Thicknesses All Types	SY	651.00	75.00	48,825.00
43	Excavation	CY	126.00	40.00	5,040.00
44	Subgrade Preparation	SY	377.00	10.00	3,770.00
45	F&I Woven Geotextile	SY	377.00	4.00	1,508.00
46	F&I Class 5 Agg - 8" Thick	SY	377.00	35.00	13,195.00
47	F&I Curb & Gutter Standard (Type II)	LF	225.00	75.00	16,875.00
48	Remove Curb & Gutter	LF	805.00	20.00	16,100.00
49	F&I Pavement 9" Thick Doweled Conc	SY	741.00	170.00	125,970.00
50	F&I Median Nose Conc	SY	20.00	150.00	3,000.00
51	F&I Sidewalk Curb	LF	45.00	50.00	2,250.00
52	F&I Sidewalk 4" Thick Reinf Conc	SY	76.00	95.00	7,220.00
53	F&I Sidewalk 6" Thick Reinf Conc	SY	150.00	100.00	15,000.00
54	Remove Sidewalk All Thicknesses All Types	SY	226.00	20.00	4,520.00
55	F&I Impressed 5" Thick Reinf Conc	SY	20.00	225.00	4,500.00

Line	Description	Unit	Quantity	Unit Price (\$)	Amount (\$)
56	F&I Det Warn Panels Cast Iron	SF	113.00	60.00	6,780.00
57	F&I Casting - Inlet	EA	2.00	950.00	1,900.00
58	F&I Casting - Std Manhole	EA	2.00	1,350.00	2,700.00
59	Casting to Grade - Blvd	EA	4.00	800.00	3,200.00
60	Casting to Grade - w/Conc	EA	8.00	800.00	6,400.00
61	GV Box to Grade - w/Conc	EA	5.00	300.00	1,500.00
62	Repair Pavement - Patch Asph	SY	15.00	150.00	2,250.00
Paving Total					292,503.00
Pavement Marking					
63	Obliterate Pavement Markings	SF	100.00	12.00	1,200.00
64	F&I Grooved Plastic Film Message	SF	80.00	63.00	5,040.00
65	F&I Grooved Plastic Film 4" Wide	LF	882.00	11.00	9,702.00
66	F&I Grooved Plastic Film 8" Wide	LF	155.00	21.00	3,255.00
67	Paint Epoxy Line 4" Wide	LF	200.00	5.25	1,050.00
68	Paint Epoxy Line 6" Wide	LF	80.00	21.00	1,680.00
69	Paint Epoxy Line 8" Wide	LF	208.00	11.00	2,288.00
70	Paint Epoxy Line 16" Wide	LF	26.00	42.00	1,092.00
71	Paint Epoxy Message	SF	173.00	42.00	7,266.00
72	F&I Methacrylate 6" Wide	LF	174.00	37.00	6,438.00
73	F&I Methacrylate 16" Wide	LF	124.00	53.00	6,572.00
74	F&I Methacrylate 24" Wide	LF	322.00	84.00	27,048.00
Pavement Marking Total					72,631.00
Street Lights					
75	Remove Street Light	EA	1.00	1,050.00	1,050.00
76	Remove Base	EA	1.00	1,575.00	1,575.00
77	F&I Conductor #6 USE Cu	LF	330.00	6.00	1,980.00
78	F&I Innerduct 2" Dia	LF	20.00	80.00	1,600.00
79	F&I Luminaire Type A	EA	2.00	1,100.00	2,200.00
80	F&I Pull Box	EA	1.00	3,300.00	3,300.00
Street Lights Total					11,705.00
Signing					
81	F&I Sign Assembly & Anchor	EA	3.00	120.00	360.00
82	F&I Diamond Grade Cubed	SF	42.00	35.00	1,470.00
83	F&I High Intensity Prismatic	SF	30.00	35.00	1,050.00
84	F&I Sign Assembly Mast Arm	EA	4.00	650.00	2,600.00

Line	Description	Unit	Quantity	Unit Price (\$)	Amount (\$)
85	F&I Flexible Delineator	EA	2.00	90.00	180.00
Signing Total					5,660.00
Miscellaneous					
86	F&I Bollards	EA	5.00	5,250.00	26,250.00
87	Temp Fence - Safety	LF	150.00	7.00	1,050.00
88	Mulching Type 1 Hydro	SY	250.00	8.00	2,000.00
89	Seeding Type C	SY	250.00	8.00	2,000.00
90	Inlet Protection - Existing Inlet	EA	8.00	230.00	1,840.00
91	Traffic Control - Type 2	LS	1.00	16,000.00	16,000.00
Miscellaneous Total					49,140.00
Total Construction in \$					1,098,889.20

Admin	4.00%	43,955.57
Legal	3.00%	32,966.68
Interest	4.00%	43,955.57
Engineering	10.00%	109,888.92
Contingency	5.00%	54,944.46
Total Estimated Costs		1,384,600.40
Special Assessments		1,356,306.78
Utility Funds - Street Lights - 528		28,293.62
Unfunded Costs		0.00

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



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

Thomas Knakmuhs, P.E.
City Engineer

**RESOLUTIONS PERTAINING TO IMPROVEMENT DISTRICT NO. TN-26-A
TRAFFIC SIGNAL IMPROVEMENTS
Determining Insufficiency of Protests**

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

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

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

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

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

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

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

C E R T I F I C A T E

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

I, Susan Thompson, the duly appointed, qualified and acting City Auditor of the City of Fargo, North Dakota do hereby certify that the foregoing is a full, true and correct copy of the resolution adopted by the Board of City Commissioners of the City of Fargo at the Regular Meeting of the Board held on the 30th day of March, 2026.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the Seal of the City of Fargo, North Dakota, this 30th day of March, 2026.

Susan Thompson
City Auditor

(SEAL)

COVER SHEET
CITY OF FARGO PROJECTS

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 improvement district as it will appear in the contract:

Asphalt Mill & Overlay

Improvement

District No.

PR-26-E

Call For Bids March 30, 2026

Advertise Dates April 8 & 15, 2026

Bid Opening Date May 6, 2026

Substantial Completion Date September 25, 2026

Final Completion Date October 25, 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)

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)

RESOLUTIONS PERTAINING TO IMPROVEMENT DISTRICT NO. PR-26-E

ASPHALT MILL & OVERLAY

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

That the Board of City Commissioners deems it expedient that Improvement District No. PR-26-E (Asphalt Mill & Overlay) in the City of Fargo, North Dakota, be created in accordance with North Dakota Century Code, Section 40-22-08 and the location and comprising included with the Engineer's Report,

NOW THEREFORE BE IT RESOLVED, the Improvement District PR-26-E in the City of Fargo, North Dakota, be and the same is hereby created.

That, pursuant to North Dakota Century Code, Section 40-22-10, the Board of City Commissioners has directed the City Engineer to report as to the general nature, purpose and feasibility relative to the construction of Improvement District No. PR-26-E in the City of Fargo, North Dakota; as well as an estimate of the approximate cost of said construction,

That, pursuant to North Dakota Century Code, Section 40-22-11, the Board of City Commissioners has directed the City Engineer to prepare Plans and Specifications for the construction of Improvement District No. PR-26-E in the City of Fargo, North Dakota

WHEREAS, The Board of City Commissioners of the City of Fargo, North Dakota, has created Improvement District No. PR-26-E in the City of Fargo, North Dakota, as required by law; and

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

NOW THEREFORE BE IT RESOLVED, That the Plans and Specifications and Engineer's Report for the construction of Improvement District No. PR-26-E in the City of Fargo North Dakota, be and the same are hereby approved and ordered filed in the Office of the Auditor.

C E R T I F I C A T E

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

I, Susan Thompson, the duly appointed, qualified and acting City Auditor of the City of Fargo, North Dakota do hereby certify that the foregoing is a full, true and correct copy of the resolution adopted by the Board of City Commissioners of the City of Fargo at the Regular Meeting of the Board held on Monday, March 30th, 2026.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the Seal of the City of Fargo, North Dakota, this 25th day of March, 2026.

Susan Thompson
City Auditor

(SEAL)



**ENGINEER'S REPORT
ASPHALT MILL & OVERLAY
IMPROVEMENT DISTRICT NO. PR-26-E
VARIOUS LOCATIONS**

Nature & Scope

This project is part of the City's annual infrastructure improvement efforts and impacts multiple areas of Fargo each construction season. The purpose of the project is to correct deficiencies on the streets that have developed over time. As part of the project, the Contractor will be mud-jacking sections of the curb and gutter in an effort to alleviate major drainage problems. This process involves coring small holes through the curb and gutter section (and driveway apron when necessary) and injecting grout through holes to raise the gutter to the desired grade. The Contractor will replace areas of broken up pavement as well as a limited amount of curb & gutter. The Contractor will also be replacing some sections of sidewalk that need to be updated to meet new standards for the Americans with Disabilities Act. After all the concrete work has been completed the Contractor will mill off some of the asphalt and put on a new lift of asphalt. The project will take place in four different areas.

Purpose

This project is needed to correct deficiencies on the streets that have developed over time. By milling and overlaying the roads at this time, we can extend the life of the road and get a better riding street with improved drainage.

Special Assessment District

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

Feasibility

The estimated cost of construction is \$1,884,682.00. The cost breakdown is as follows:

Storm Sewer - Sections 1&3

Construction Cost		\$3,500.00
--------------------------	--	-------------------

Fees

Admin	4%	\$140.00
Contingency	5%	\$175.00
Engineering	10%	\$350.00
Interest	4%	\$140.00
Legal	3%	\$105.00

Total Estimated Cost		\$4,410.00
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Funding

Special Assessments	50.00%	\$2,205.00
Utility Funds - Stormwater - 524	50.00%	\$2,205.00

Street Light Utility - Sections 1&3

Construction Cost		\$80,204.00
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Fees

Admin	4%	\$3,208.16
Contingency	5%	\$4,010.20
Engineering	10%	\$8,020.40
Interest	4%	\$3,208.16
Legal	3%	\$2,406.12

Total Estimated Cost		\$101,057.04
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Funding

Special Assessments	50.00%	\$50,528.52
Utility Funds - Street Lights - 528	50.00%	\$50,528.52

Street Amenities - 9th Street S

Construction Cost		\$9,800.00
Fees		
Admin	4%	\$392.00
Contingency	5%	\$490.00
Engineering	10%	\$980.00
Interest	4%	\$392.00
Legal	3%	\$294.00
Total Estimated Cost		\$12,348.00
Funding		
Special Assessments	100.00%	\$12,348.00

Paving - Sections 1&3

Construction Cost		\$991,022.00
Fees		
Admin	4%	\$39,640.88
Contingency	5%	\$49,551.10
Engineering	10%	\$99,102.20
Interest	4%	\$39,640.88
Legal	3%	\$29,730.66
Total Estimated Cost		\$1,248,687.72
Funding		
Sales Tax Funds - Infrastructure - 420	50.00%	\$624,343.86
Special Assessments	50.00%	\$624,343.86

Paving - 9th Street S

Construction Cost		\$174,245.00
--------------------------	--	--------------

Fees

Admin	4%	\$6,969.80
Contingency	5%	\$8,712.25
Engineering	10%	\$17,424.50
Interest	4%	\$6,969.80
Legal	3%	\$5,227.35

Total Estimated Cost		\$219,548.70
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Funding

Sales Tax Funds - Infrastructure - 420	27.13%	\$59,570.70
Special Assessments	72.87%	\$159,978.00

Paving - Sections 2&4

Construction Cost		\$561,665.00
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Fees

Admin	4%	\$22,466.60
Contingency	5%	\$28,083.25
Engineering	10%	\$56,166.50
Interest	4%	\$22,466.60
Legal	3%	\$16,849.95

Total Estimated Cost		\$707,697.90
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Funding

Sales Tax Funds - Infrastructure - 420	67.26%	\$476,027.80
Special Assessments	32.74%	\$231,670.10

Street Light Utility - Sections 2&4

Construction Cost		\$62,246.00
Fees		
Admin	4%	\$2,489.84
Contingency	5%	\$3,112.30
Engineering	10%	\$6,224.60
Interest	4%	\$2,489.84
Legal	3%	\$1,867.38
Total Estimated Cost		\$78,429.96
Funding		
Utility Funds - Street Lights - 528	100.00%	\$78,429.96

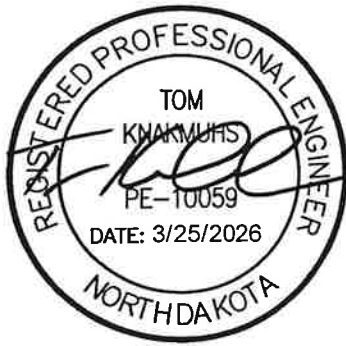
Storm Sewer - Section 4

Construction Cost		\$2,000.00
Fees		
Admin	4%	\$80.00
Contingency	5%	\$100.00
Engineering	10%	\$200.00
Interest	4%	\$80.00
Legal	3%	\$60.00
Total Estimated Cost		\$2,520.00
Funding		
Utility Funds - Stormwater - 524	100.00%	\$2,520.00

Project Funding Summary

Sales Tax Funds - Infrastructure - 420	48.85%	\$1,159,942.36
Special Assessments	45.52%	\$1,081,073.48
Utility Funds - Street Lights - 528	5.43%	\$128,958.48
Utility Funds - Stormwater - 524	0.20%	\$4,725.00
Total Estimated Project Cost		\$2,374,699.32

We believe this project to be cost effective.



A handwritten signature in black ink, appearing to read "T. Knakmuhs". The signature is fluid and cursive, written in a dark ink on a white background.

Thomas Knakmuhs, P.E.
City Engineer



**LOCATION AND COMPRISING
ASPHALT MILL & OVERLAY
IMPROVEMENT DISTRICT NO. PR-26-E
VARIOUS LOCATIONS**

LOCATION:

LOCATION (Section 1):

On 1st Avenue South from 7th Street South to 10th Street South.
 On 1st Avenue South from 12th Street South to University Drive South.
 On 2nd Avenue South from 7th Street South to 10th Street South.
 On 7th Street South from Main Avenue to 1st Avenue South.
 On 8th Street South from Main Avenue to 3rd Avenue South.
 On 9th Street South from Main Avenue to 3rd Avenue South.

LOCATION (Section 2):

On 36th Street South from 650' north of 4th Avenue South to 13th Avenue South.
 On 38th Street South from 2nd Avenue South to 9th Avenue South.

LOCATION (Section 3):

On 9th Street South from 13th Avenue South to 18th Avenue South.
 On 10th Street South from 13th Avenue South to 18th Avenue South.
 On 11th Street South from 17th Avenue South to 18th Avenue South.
 On 14th Avenue South from 8th Street South to 10th Street South.
 On 15th Avenue South from 8th Street South to 10th Street South.
 On 16th Avenue South from 8th Street South to 10th Street South.

LOCATION (Section 4):

On 21st Avenue South from University Drive South to 170' east of 15th Street South.

COMPRISING:

COMPRISING (Section 1):

The area bounded by Main Avenue on the north; Broadway South on the east; 3rd Avenue South on the south; University Drive South on the west.

COMPRISING (Section 2):

The area bounded by Main Avenue on the north; 34th Street South on the east; 13th Avenue South on the south; 40th Street South on the west.

COMPRISING (Section 3):

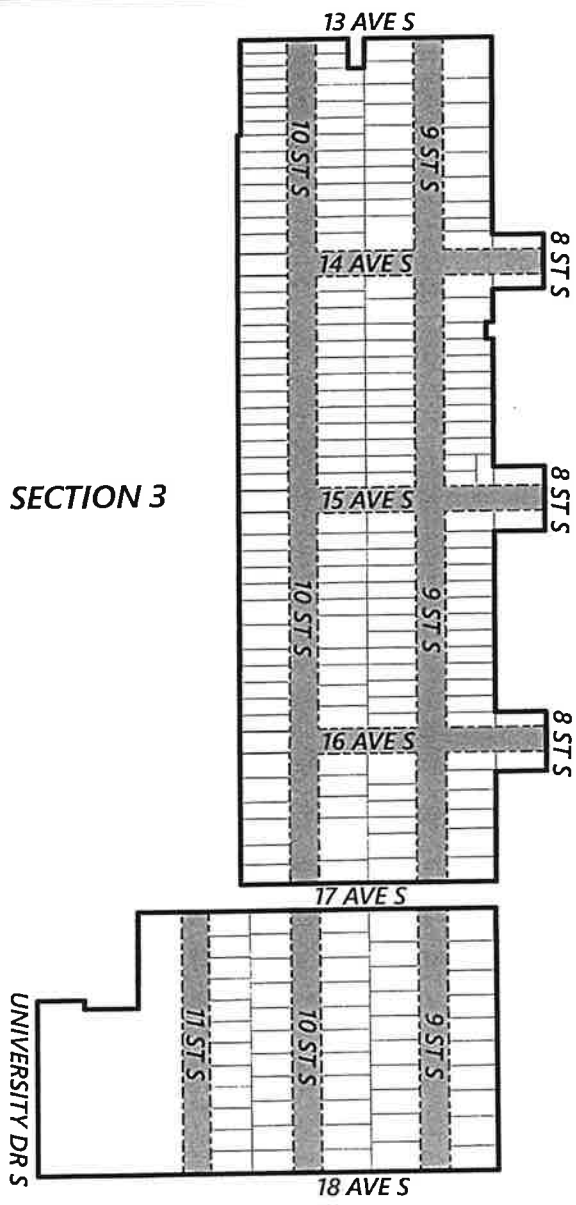
The area bounded by 13th Avenue South on the north; 8th Street South on the east; 18th Avenue South on the south; University Drive South on the west.

COMPRISING (Section 4):

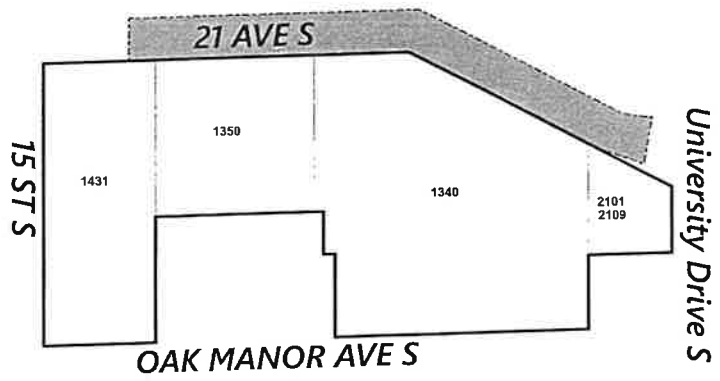
The area bounded by Interstate 94 on the north; University Drive South on the east; Oak Manor Avenue South on the south; 15th Street South on the west.

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

SECTION 3



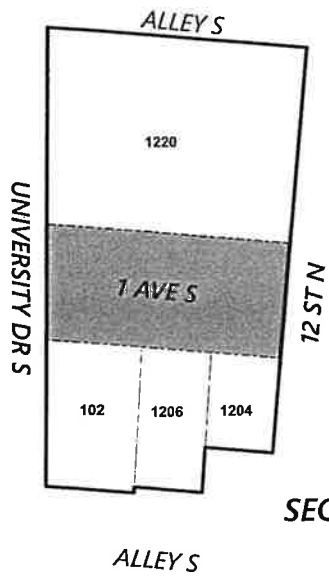
SECTION 4



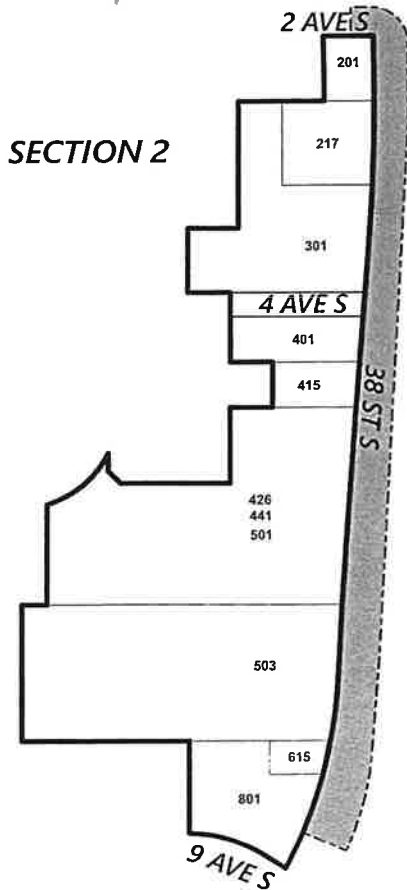
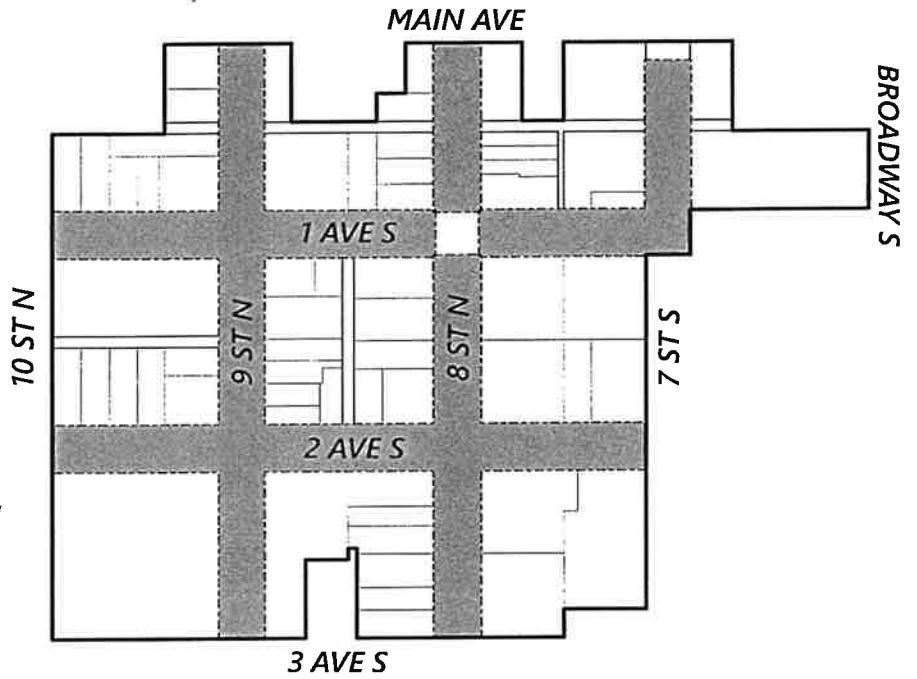
-  PROJECT AREA
-  SPECIAL ASSESSMENT DISTRICT BOUNDARY



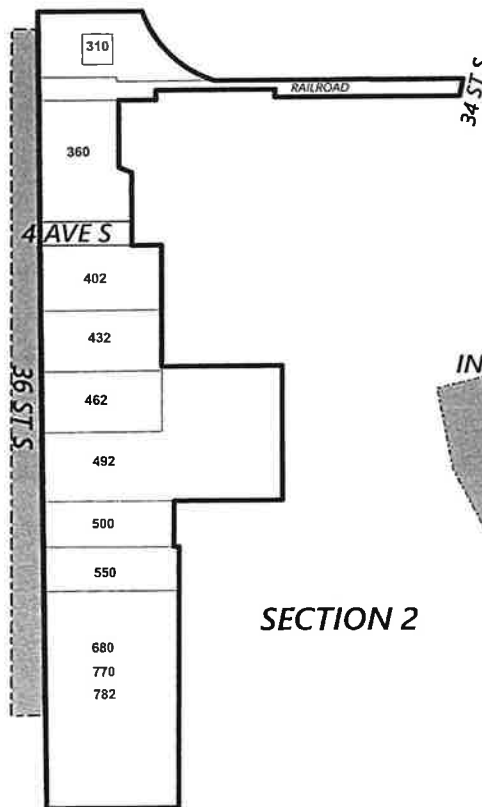
CITY OF FARGO
ENGINEERING DEPARTMENT
LOCATION & ASSESSMENT AREA
ASPHALT MILL & OVERLAY
IMPROVEMENT DISTRICT NO. PR-26-E



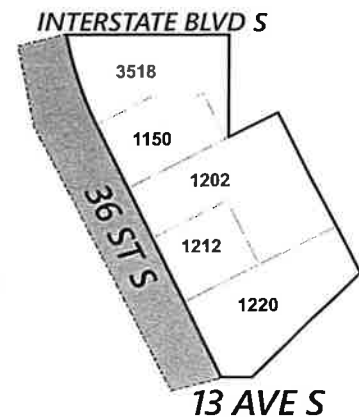
SECTION 1



SECTION 2



SECTION 2



-  PROJECT AREA
-  SPECIAL ASSESSMENT DISTRICT BOUNDARY



CITY OF FARGO
ENGINEERING DEPARTMENT
LOCATION & ASSESSMENT AREA
ASPHALT MILL & OVERLAY
IMPROVEMENT DISTRICT NO. PR-26-E

COVER SHEET
CITY OF FARGO PROJECTS

18

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:

Concrete Paving Rehab/Reconstruction

Improvement
District No.

PR-26-F

Call For Bids	<u>March 30</u>	, <u>2026</u>
Advertise Dates	<u>April 8 & 15</u>	, <u>2026</u>
Bid Opening Date	<u>May 6</u>	, <u>2026</u>
Substantial Completion Date	<u>October 16</u>	, <u>2026</u>
Final Completion Date	<u>October 30</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

Jeremy Engquist

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
CONCRETE PAVING REHAB/RECONSTRUCTION
IMPROVEMENT DISTRICT NO. PR-26-F
ON 45TH STREET SOUTH FROM 9TH AVENUE SOUTH TO
15TH AVENUE SOUTH.**

Nature & Scope

This project is for completing concrete pavement repairs and incidentals on 45th Street South from 9th Avenue South to 15th Avenue South.

Purpose

This project aims to address deficiencies that have emerged in the 21-year-old pavement and sidewalks over time, including joint and random spalls, longitudinal and transverse cracking, pavement blowouts, and general deterioration in these pavement sections. By restoring structural integrity, the proposed work will extend the service life of these arterial streets, slow future wear, and enhance ride quality. Additionally, sections of sidewalk along the arterial street system will be upgraded to comply with current Americans with Disabilities Act standards. The project will be funded by a combination of State Funds (Prairie Dog) 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 \$6,315,178.50. The cost breakdown is as follows:

45th Street South - Rehab

Construction Cost \$6,315,178.50
Fees

Admin	4%	\$252,607.14
Contingency	5%	\$315,758.93
Engineering	10%	\$631,517.85
Interest	4%	\$252,607.14
Legal	3%	\$189,455.36

Total Estimated Cost **\$7,957,124.92**

Funding

Special Assessments	27.61%	\$2,196,947.16
State Funds - Other ND	72.39%	\$5,760,177.76

Project Funding Summary

Special Assessments	27.61%	\$2,196,947.16
State Funds - Other ND	72.39%	\$5,760,177.76

Total Estimated Project Cost **\$7,957,124.92**

We believe this project to be cost effective.



Thomas Knakmuhs, P.E.
 City Engineer



**LOCATION AND COMPRISING
CONCRETE PAVING REHAB/RECONSTRUCTION
IMPROVEMENT DISTRICT NO. PR-26-F
ON 45TH STREET SOUTH FROM 9TH AVENUE SOUTH TO
I-94.**

LOCATION:

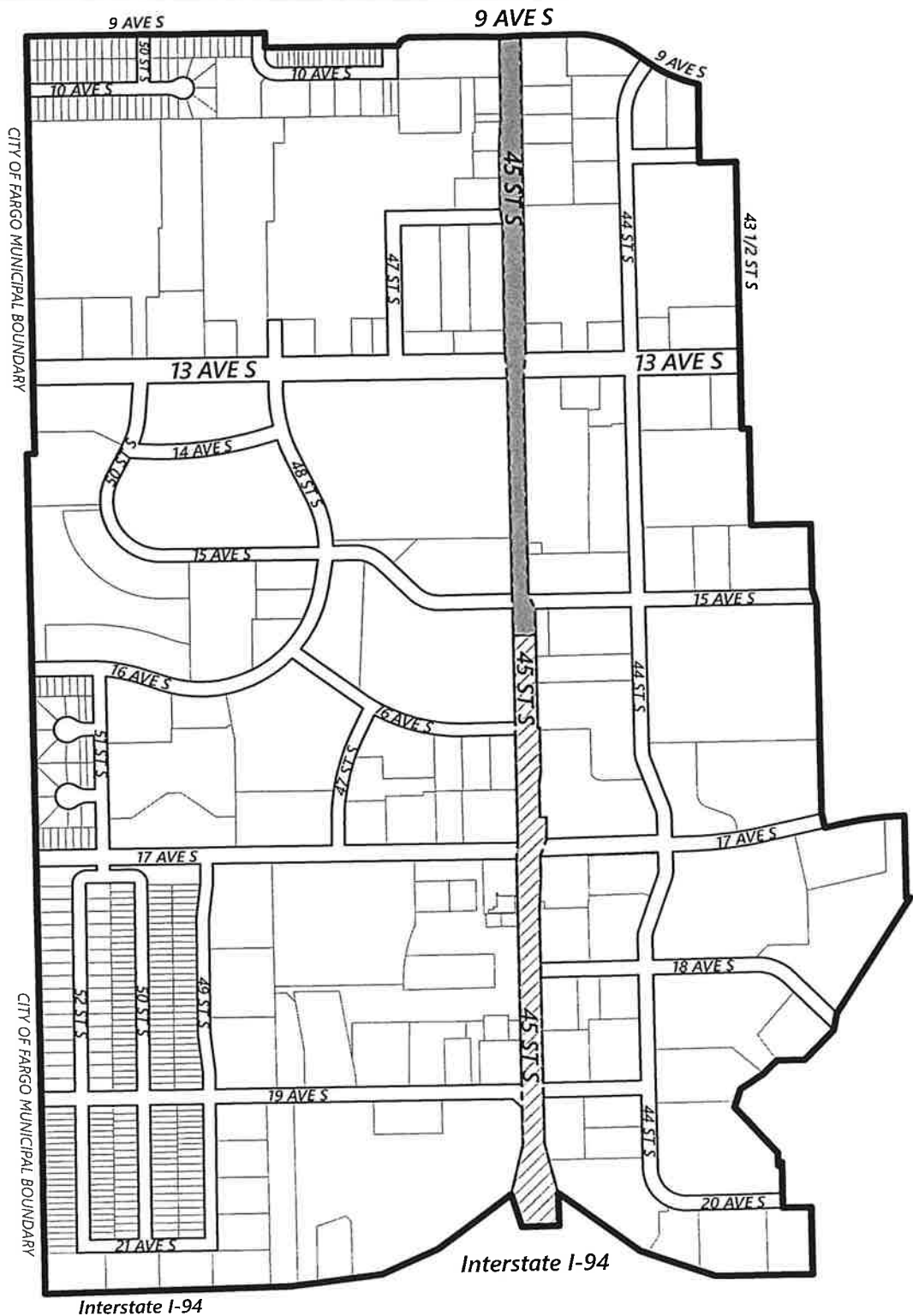
On 45th Street South from 9th Avenue South to I-94.




COMPRISING:

The area bounded on the east by 43rd Street South, on the south by the I-94 right of way, on the west by City of Fargo City Limit, and on the north by 9th Avenue South.

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

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



-  PROJECT THIS YEAR (2026)
-  PROJECT NEXT YEAR (2027)
-  SPECIAL ASSESSMENT DISTRICT BOUNDARY

CITY OF FARGO
ENGINEERING DEPARTMENT
LOCATION & ASSESSMENT AREA
CONCRETE PAVING REHAB/CONSTRUCTION
IMPROVEMENT DISTRICT NO. PR-26-F



Memorandum

To: Board of City Commissioners
From: Bekki Majerus, Director of Facilities Management
Date: March 30th, 2026
Re: City Hall Parking Deck Repairs Award (ITB 26150)

Dear Commissioners:

An Invitation to Bid was published on February 25, 2026 for the repairs to the City Hall Parking Deck. Two bids were received. Bids were opened at 11:45am on Wednesday, March 25, 2026 for ITB26150. The bids are summarized in the attachments. The Engineers Opinion of Cost was: \$1,768,010.00.

The low was Gast Construction at \$1,353,200.00. This is well below the Engineers' Estimate. The project has been anticipated and funding obtained via proceeds from the 2024G Bond Issue.

Facilities Management is requesting the City Commission's approval to award the project to Gast Construction.

Attachments: Award Recommendation, Bid Tabulation, Notice to Award

Recommended Action:

Move to approve the bid award to Gast Construction for the repairs to the City Hall Parking Deck.



300 23rd Ave E, Suite 100
West Fargo, ND 58078
701 232 5353
KLJENG.COM

March 25, 2026

Bekki Majerus
Director of Facilities Management
225 4th Street N
Fargo, ND 58102

Re: Recommendation of Award for City Hall Parking Structure Repairs

Bids on the referenced project were opened on March 25, 2026. A total of two (2) bids were received, and both bids were opened and read aloud. All bids received appear to be responsive. The bids were reviewed for accuracy and no discrepancies were noted. Gast Construction is the apparent low bidder with a total bid of \$1,353,200.00. The bid tabulation is attached for your reference. The apparent low bid is 23% lower than KLJ's opinion of cost, which was estimated at \$1,768,010.00.

It is our recommendation to move forward with the award of the contract to the apparent low bidder, Gast Construction, if the owner determines they are responsible.

If you elect to move forward with awarding the contract to Gast Construction, you will find the *Notice of Award* attached for your approval. Please date (top of the document), sign and return to our office. We will send to Gast Construction for their records.

If you have any questions, please contact our office.

Sincerely,

KLJ Engineering, LLC

A handwritten signature in blue ink that reads "Cassie McNames".

Cassie McNames, PE
Senior Project Manager

Project No.: 2204-01305

Copy To: Adam Nordby
Enclosure(s): (1) Bid tabulation (1) Notice to Award



City Hall Parking Structure Repairs

KLJ #2204-01305

March 25, 2026 11:45 A.M. CT

Bidder	Acknowledge Addendum #1	Acknowledge Addendum #2	Contractor's License	Bid Bond	Total Bid Price
Gast Construction	x	x	x	x	\$ 1,353,200.00
Key Contracting	x	x	x	x	\$ 1,998,750.00
					\$
					\$
					\$
					\$
					\$
Engineer's Opinion of Construction Cost					\$ 1,768,010.00

Cassie Miramas
Project Manager's Signature

True tabulations of bids received on: Wednesday, March 25, 2026
 Number of bids received: 2
 Bids rejected: 0

NOTICE OF AWARD

Date of Issuance: 3/30/2026
Owner: City of Fargo, ND Owner's Project No.:
Engineer: KLJ Engineering LLC Engineer's Project No.: 2204-01305
Project: City Hall Parking Structure Repairs
Contract Name: Stipulated Price
Bidder: Gast Construction Co, Inc.
Bidder's Address: 1722 17th Ave N, Wahpeton, ND 58075

You are notified that Owner has accepted your Bid dated **March 30, 2026** for the above Contract, and that you are the Successful Bidder and are awarded a Contract for:

Concrete deck removal/replacement, insulation removal/replacement, surface drainage improvements, waterproofing, associated masonry façade modifications, and incidentals for the north parking deck of City Hall located at 225 4th Avenue North in Fargo, ND.

The Contract Price of the awarded Contract is **\$1,353,200.00**. 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: Deputy City Auditor



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

TO: Board of City Commissioners
FROM: Finance Director Susan Thompson
DATE: March 30, 2026
RE: FAHR Staff meeting – Items for Commission Review/Approval

Receive & File: Sales Tax update
General Fund financials through Feb. 28, 2026

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
Engineering / Fleet – Purchase Bucket Lift Truck (PBC26121)
SWAT – 2026 Budget Adjustment for RDS Options Purchase

City of Fargo

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

Data as of 3/20/2026

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 %					
			1,556,847.48	-8.06%			4,432,054.41	4,986,061.21	-12.01% *
	Dec-26	-			-	-			
	Nov-26	-			-	-			
	Oct-26	-			-	-			
	Sep-26	-			-	-			
	Aug-26	-			-	-			
	Jul-26	-			-	-			
	Jun-26	-			-	-			
	May-26	-			-	-			
	Apr-26	-			-	-			
	Mar-26	-			-	-			
	Feb-26	-			-	-			
3/21/2025	Jan-26	1,556,847.48			554,006.80	4,432,054.41			
			23,236,103.87	-0.29%			68,274,579.41	74,935,830.45	-2.22%
2/23/2026	Dec-25	2,153,670.99			814,634.22	6,517,073.77			
1/23/2026	Nov-25	2,416,687.95			869,473.49	6,955,787.93			
12/19/2025	Oct-25	1,397,583.64			528,563.25	4,228,506.01			
11/24/2025	Sep-25	2,379,895.75			836,408.75	6,691,270.01			
10/21/2025	Aug-25	2,281,923.54			835,497.50	6,683,979.99			
9/22/2025	Jul-25	1,796,292.91			622,825.54	4,982,604.32			
8/21/2025	Jun-25	2,270,466.69			803,789.60	6,430,316.85			
7/22/2025	May-25	2,053,576.19			749,363.21	5,994,905.70			
6/20/2025	Apr-25	1,616,213.54			600,695.48	4,805,564.00			
5/21/2025	Mar-25	1,698,986.33				5,424,656.49			
4/23/2025	Feb-25	1,477,568.31				4,523,059.23			
3/21/2025	Jan-25	1,693,238.03				5,036,855.11			
2/21/2025	Dec-24	2,207,030.88	23,304,345.12	0.86%	2,207,030.88	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			\$ 166,389,102				\$ 500,301,461		

* Note: January 31 was a Saturday, so the filing deadline was extended to Monday, February 2. Receipts of Feb 2 will be reported in February data. The same issue will occur with February sales tax data as Feb month-end is also a Saturday.

City of Fargo, North Dakota
General Fund - Budget to Actual
 Unaudited Monthly Financial Statements - February 28, 2026
 Amounts shown in thousands

	YTD Budget	YTD Actual	YTD Variance
REVENUES:			
1 Taxes	\$ 18,869	\$ 17,000	\$ (1,869)
2 Licenses & Permits	1,031	519	(511)
3 Intergovernmental Revenue	429	364	(65)
4 Charges for Services	1,108	1,492	384
5 Fines & Traffic Tickets	252	176	(76)
6 Interest	833	777	(57)
7 Miscellaneous Revenue	89	44	(45)
8 Transfers In	2,801	2,783	(18)
Total Revenues	\$ 25,412	\$ 23,155	\$ (2,257)
EXPENDITURES:			
9 General Government	\$ 5,311	\$ 4,878	\$ 432
10 Public Safety	8,128	7,398	730
11 Public Works	2,221	2,034	187
12 Health & Welfare	2,167	1,834	334
13 Culture & Recreation	840	768	72
14 Economic Development	9	-	9
15 General Support	246	343	(97)
16 Capital Outlay	-	-	-
17 Operating Transfers	1,646	740	905
18 Contingency (Salary Savings)	(209)	-	(208)
Total Expenditures	\$ 20,359	\$ 17,995	\$ 2,364
Revenue Over (Under) Expenditures	\$ 5,053	\$ 5,160	\$ 107

- 1** Timing/Allocation with Property Tax Receipts and Primary Resident Tax Credit revenue.
- 2** Building-related permits/fees are trending below budget.
- 9-10** Timing issues with budget v actual expenses.
- 17** Timing issue. One-time transfer will be made later in the year.



Report of Action:
FAHR Meeting of March 23, 2026

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

Department: Engineering/Fleet

Description: See Memo. Engineering and Fleet wish to procure a bucket lift truck. Because of rising interest rates, they propose purchasing the vehicle rather than the previous practice of a lease. Additionally, due to lead time needed, they will place a downpayment in 2026, with final payment and delivery in 2027. The 2026 Prepayment is included in the 2026 Capital budget. They will request funding for the 2027 balance due in the 2027 Capital Budget.

Net Financial Impact: NA – budgeted item

At their meeting, FAHR endorsed this request.

Suggested Motion:

Approve the purchase of a 2026 Bucket Lift Truck (PBC26121) from ABM Equipment utilizing Sourcewell Contract #110421 – TIM, including prepayment of \$150,000 in 2026 and the remaining payment at the time of equipment delivery.



MEMORANDUM

DATE: March 5, 2026

TO: FAHR Committee

FROM: Jeremy Gorden, Division Engineer - Transportation
Tom Ganje, Fleet Purchasing Manager

SUBJECT: Request to Approve 2026 Bucket Lift Truck – PBC26121

A cost evaluation process was initiated in the spring of 2025 for the purchase of a 2026 Bucket Lift Truck. Multiple vendors were contacted and their proposals were reviewed. Based on this evaluation, it was determined that purchasing the Bucket Lift Truck through a purchasing consortium provided the best overall value. The Sourcewell Cooperative offers Contract #110421 - TIM, which meets all City purchasing requirements and guidelines.

The total purchase price of the Bucket Lift Truck from ABM Equipment is \$248,929.00. The 2026 prepayment of \$150,000.00 at contract signing applies to the chassis portion of the Bucket Truck build. The remaining balance shall be paid upon delivery of the completed Bucket Truck in 2027.

The review committee, consisting of Jeremy Gorden, Tanner Smedshammer and Tom Ganje, determined this option and proposal met the specifications required by Engineering. A proposal synopsis is attached for your review and consideration. It is our recommendation to purchase from ABM Equipment using the Sourcewell Buying Contract. Funding for this project is included in the 2026 Engineering budget.

Suggested Motion

Approve the purchase of a 2026 Bucket Lift Truck (PBC26121) from ABM Equipment utilizing Sourcewell Contract # 110421 - TIM, including a prepayment of \$150,000.00 in 2026 and the remaining payment at the time of equipment delivery.



ABM Equipment,
 LLC
 333 2nd Street NE
 Hopkins MN
 55343
 United States

Equipment Quote

Quote# QUO000248

Quote Date: 2/25/2026

Customer

PUBLIC WORKS OPERATIONS
 FARGO, CITY OF
 402 - 23RD STREET NORTH
 FARGO ND 58102-4114
 United States

Customer Representative

First Name: Tom
 Last Name: Ganje
 Cell Number: +17012411453
 Email Address: tganje@fargond.gov

ABM Representative

Jerad Steichen

Contact Initials:

Name	Quantity
VERSALIFT SOURCEWELL CONTRACT #110421-TIM	1
Unit	
<p>Versalift VST-47-I Insulated 46 ft. 4 Inches telescopic/articulating aerial platform lift, including the items listed:</p>	1
<p>Full pressure turret mounted lower controls with override & standard rotary joint Engine start/stop from platform and lower controls. Continuous rotation including one pass slip ring for start/stop system. Six gpm open center hydraulic system at 3000 psi Side mounted telescopic upper boom for low stowed platform. Fiberglass inner boom and ELECTROGARD provide insulation gap fully retracted meeting ANSI A92.2 requirements for Category C, 46 KV and below. Chassis insulating system (fiberglass lower boom insert) providing 12 in. insulation gap and including accommodations to bridge insulation gap for testing per ANSI A92.2. ELECTROGARD and inner boom finished with white urethane paint over a white gel coat. Non-lube bearings used throughout. One set of hydraulic tool outlets at platform without quick disconnect fittings (throttle control recommended). Includes adjustable pressure limit. Integral hydraulic oil reservoir with dual sight gauges and 17 gallon capacity. Bottom suction with a gate valve is provided. Master/slave hydraulic leveling with upper and lower control to tilt for cleanout or rescue. Upper boom storage cradle with ratchet type tie down strap and tubular rubber platform support. Standard white urethane paint. Two operator's manuals and two service manuals (in English). ANSI A92.2 data plate. Two Slope Indicators with decals. 4-Axis Right hand single stick controls platform support including 180° platform rotator Aluminum 36x60 walk-in platform (maximum platform capacity 500 lbs.) including door. Category D 46 KV and below. NOT designed for gloving work methods. Hydraulic dual arm articulating jib pole and winch package for up to 1000 lbs. capacity. Includes insulated jib pole that is required by ANSI for live line lifting. Includes jib socket cover and components.</p>	



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United States

Equipment Quote

Quote# QUO000248

Quote Date: 2/25/2026

Name

Quantity

Shorter pedestal for 6 Inch less clearance. 46-1/4 tall pedestal
Jib Capacity (400/500P, 1000)lbs.
2019+ Ford F350-F600 2 Speed Throttle (Gas/Diesel compatible)
Backup pump for 12V chassis (Requires 1 slip ring). Includes 20 ft. of battery cable
Lift throttle Insulated (required with 2-speed throttle control or priority flow control)
2019+ Ford F350-F600 Start/Stop (Gas/Diesel compatible -- High Idle) Lift Start/Stop for Single Wire S/S
Chassis (requires 1 slip ring) in Lieu of Standard 12V
Collector ring, 3-pass
Auto Boom Latch for mounting on VST-47 outer boom Electrogard. The rotary auto boom latch works off
the lift hydraulic pressure to open and close.
Universal White Urethane
Mounting hardware for 19,500 GVWR chassis with outriggers inside the body (135 in. ship loose subframe).
Modified-A-Frame Outriggers 30-35 Inch Frame Height 3000 PSI
Independent Modified A-Frame Auxiliary Outriggers 10 Degree 30-35 Inch Frame Height 3000 PSI
12v/24v Outrigger/Boom switch kit
Outrigger switch kit for main outriggers
Outrigger switch kit for auxiliary outriggers
Outrigger valves with integral microswitches (energized when control handle is activated) dual set

Body

BRANDFX 84DLS FIBERGLASS SERVICE BODY

1

OVERALL LENGTH = 132
OVERALL WIDTH - 94.00
STREETSIDE COMPARTMENT WIDTHS = 30.5 / 30.5 / 40 / 31
CURBSIDE COMPARTMENT WIDTHS = 31.75 / WU / 42 / 31
WALKUP WIDTH = 27.25
COMPARTMENT PACK DEPTH - 20.00
COMPARTMENT PACK HEIGHT - 42.00
CARGO FLOOR WIDTH - 54.00
BODY MOUNTING HEIGHT - 26.5

STEEL UNDERSTRUCTURE - ALUM TREAD FLOOR
SMOOTH ALUMINUM BULKHEAD
ALUMINUM REAR FLAT
STANDARD BRIGHT WHITE GELCOAT
STAINLESS STEEL ROTARY LATCH
TYPE 304 STAINLESS STEEL HARDWARE
TYPE 304 STAINLESS STEEL DOOR HINGE

Thank you for your business
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ABM Equipment,
LLC
333 2nd Street NE
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55343
United States

Equipment Quote

Quote# QU0000248

Quote Date: 2/25/2026

Name	Quantity
VINYL COVERED S/S CABLE DOOR STOPS	
OVERCENTER DOOR CHECKS - STREETSIDE	
OVERCENTER DOOR CHECKS - CURBSIDE	
REMOVABLE CABLE STOP - HORIZONTALS	
RUBBER DOOR BUMPER - HORIZONTALS	
NON-SKID COMPARTMENT TOPS	
ALUMINUM ROCK GUARDS (DRW)	
BLACK PLASTIC FUEL BEZEL (1 STANDARD)	
AUTOMOTIVE GRADE BUBBLE GASKET	
ONE PIECE MOLDED DOORS WITH AUTOMOTIVE FINISH BOTH SIDES	
RECESSED DOOR JAMBS	
FLOW THROUGH VENTILATION SYSTEM	
REMOVEABLE WHEEL WELL PANELS	
WHITE COMPARTMENT INTERIORS	
RECESSED DOOR SEAL SYSTEM	
LIGHT ADAPTOR FOR SPECIFIED CHASSIS	
FULL LED LIGHTING PACKAGE	
STOP / TAIL / TURN / MARKER & BACK-UP LIGHT	
6" RECYCLED PLASTIC TAILBOARD - DROP IN MTD AROUND PERIMETER OF TAILSHELF	
STREETSIDE FRONT COMPT	
-- STD 3/8" HOOK PACKAGE 0-3-2	
-- OUTRIGGER CUTOUT	
STREETSIDE FRONT COMPT #2	
-- ONE ADJUSTABLE SHELF	
-- ADDITIONAL ADJUSTABLE SHELF	
-- TWO DIVIDER PACKS - 2" FIBERGLASS - 4 PER PACK	
STREETSIDE HORIZONTAL COMPT	
-- COMPARTMENT BOTTOM TRAY	
-- DIVIDER PACK - 2" FIBERGLASS - 4 PER PACK	
STREETSIDE REAR COMPT	
-- STD 3/8" HOOK PACKAGE 1-3-1	
CURBSIDE FRONT COMPT	
-- ONE ADJUSTABLE SHELF	
-- ADDITIONAL ADJUSTABLE SHELF	

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Equipment Quote

Quote# QUO000248

Quote Date: 2/25/2026

Name	Quantity
-------------	-----------------

|-- TWO DIVIDER PACKS - 2" FIBERGLASS - 4 PER PACK
 |-- OUTRIGGER CUTOUT

CURBSIDE FRONT COMPT #2 (WU)

|-- 6" RECYCLED PLASTIC TAILBOARD AT TOP OF STEPS (C2 WU) (drop in)
 |-- FRONT COMPARTMENT #2 ACCESS STEPS (ALUM) SIDE ENTRY GRIPSTRUT STEPS
 |-- UNDERSTEP STORAGE COMPARTMENT
 |-- TWO STAINLESS STEEL GRAB HANDLES, ONE MOUNTED EACH SIDE

CURBSIDE HORIZONTAL COMPT

|-- ONE ADJUSTABLE SHELF
 |-- COMPARTMENT BOTTOM TRAY
 |-- ONE DIVIDER PACK - 2" FIBERGLASS - 4 PER PACK SHIPPED LOOSE

CURBSIDE REAR COMPT

|-- ONE ADJUSTABLE SHELF
 |-- ADDITIONAL ADJUSTABLE SHELF

FLEXGLO COMPARTMENT LIGHTING TOP & SIDES OF DOOR EACH COMPARTMENT

ALUMINUM TREADBRIGHT TAILSHELF, 30"

TWO TAILSHELF GRAB RAILS, ALUMINUM 30" HIGH, MOUNTED ONE EACH SIDE

PRE-PUNCHED ALUMINUM BASKET

MOUNTED OVER CS HORIZONTAL AND CS REAR, 6" HIGH

TWO WHEEL CHOCK HOLDERS (FENDER) MOUNTED CURBSIDE

FOUR OUTRIGGER PAD HOLDERS, MOUNTED UNDER BODY NEAR OUTRIGGERS

Installs

Platform Cover, 36x60 Aluminum Basket	1
----------------------------------------------	---

ULTIMATE POWER PURE SINE 3000W INVERTER W/FUSE KIT	1
-----------------------------------------------------------	---

Mounted bottom CS1

BATTERY, GROUP 31 12V (31-5T)	1
--------------------------------------	---

Auxiliary battery for high wattage inverter

Mounted Bottom CS1

BATTERY BOX PLASTIC	1
----------------------------	---

CABLE, 4/0 RED	30
-----------------------	----

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Equipment Quote

Quote# QUO000248

Quote Date: 2/25/2026

Name	Quantity
From vehicle battery to aux battery to inverter	
CABLE, 4/0 BLACK	30
From vehicle battery to aux battery to inverter	
COUPLER BODY HTMA 1/2"	1
For hydraulic tool outlets at platform	
COUPLER NOSE HTMA 1/2"	1
For hydraulic tool outlets at platform	
O/R CONTROL BOX STREETSIDE	1
Mounted at rear under tailshelf	
O/R CONTROL BOX CURBSIDE	1
Mounted at rear under tailshelf	
PVC ELECTRICAL BOX ENCLOSURE	1
Control box for 2-speed start stop	
Mounted at curbside rear under tailshelf near outrigger controls	
PUSH BUTTON S/W-GREEN	1
Start button	
PUSH BUTTON S/W-RED	1
Stop button	
ECCO LED WORK LIGHT	1
Rear facing work light	
Mounted on Pedestal below rotation	
ECCO LED FLASHER 4" RND-AMBER	2
Flush mount 4.5" LED rear strobes	
Mounted in tailshelf	
ECCO AMBER LED FLASHER	6
Ultra thin, low-profile linear amber LED front strobes	
(2) mounted in the grill	
(2) on the rear of the sidepacks	
(1) on each side of body above wheels	

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United States

Equipment Quote

Quote# QUO000248

Quote Date: 2/25/2026

Name	Quantity
SSI Mini Bar - 15" (SYMICROMBPD-AC) Mounted top of cab	1
ECCO 3760AW 60" REAR LIGHT Mounted to rear of tailshelf	1
Pole Holder Custom Fabricated Galvanized Details and Location TBD	1
Cone Holder Custom Fabricated Location TBD	1
ICC BUMPER WITH 2 1/2" RECEIVER TUBE With two safety chain rings and a breakaway ring	1
STEP BRACKET, LH For fold-down step at each side of rear bumper for tailshelf access	2
STEP BRACKET, RH For fold-down step at each side of rear bumper for tailshelf access	2
BRACKET, STEP MOUNT For fold-down step at each side of rear bumper for tailshelf access	4
DECK SPAN 7X2.0 12GA GALV For fold-down step at each side of rear bumper for tailshelf access	4
DECK SPAN ALUM 4"X2" 10 GA. For CS2 walkup fold-down step	2
FOLDING STEP BRACKET For CS2 walkup fold-down step	2
PINTLE/BALL COMBO HITCH 2"	1
PINTLE MNT PLATE 8-HOLE RPM-10	1

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Equipment Quote

Quote# QU0000248

Quote Date: 2/25/2026

Name	Quantity
RECEIVER ADAPTER - 2-1/2" x 2"	1
HITCH PIN	1
CURT 7-WAY RV SOCKET KIT-FORD	1
GROUNDING LUG Mounted under tailshelf	1
WHEEL CHOCK 10x5x8 RUBBER W HNDL	2
ABM OUTRIGGER PAD, 21.5 X 23.5	4
24" X 24" ABM MUD FLAP	2
Mount OEM backup camera	1
Wire OEM backup alarm as outrigger alarm	1
4" EXHAUST- ALUMINIZED Extend exhaust to edge of body	1
FIRE EXTINGUISHER-5# (B402T) With mount bracket Ship loose	1
BLACK SUREFOOT PAINT Non-slip coating applied to cargo area & tailshelf	1
TIGER TOUGH SEAT COVERS-FORD	1
LUVERNE GRIPSTEP RUNNING BOARDS 7" x 78" Black Aluminum	1
CHELSEA PTO-FORD DIESEL	1
Installation	1
Chassis	
2026 Ford F-550 (4x4) Diesel Super Cab XL 84 INCH CA	1

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Equipment Quote

Quote# QU0000248

Quote Date: 2/25/2026

Name	Quantity
192 INCH WHEELBASE	
OXFORD WHITE EXTERIOR	
VINYL 40/20/40 SEATS	
MEDIUM DARK SLATE INTERIOR	
PREFERRED EQUIPMENT PKG.660A	
XL TRIM	
AIR CONDITIONING -- CFC FREE	
AM/FM STEREO MP3/CLK	
6.7L POWER STROKE V8 DIESEL	
10-SPEED AUTO TORQSHIFT	
225/70R19.5G BSW MAX TRAC TIRE	
4.30 RATIO LIMITED SLIP AXLE	
19500# GVWR PACKAGE	
ENGINE BLOCK HEATER	
50 STATE EMISSIONS	
PRO POWER ONBOARD - 2KW	
TRAILER BRAKE CONTROLLER	
HIGH CAPACITY TRAILER TOW PKG	
JACK	
40 GAL AFT OF AXLE FUEL TNK	
350 AMP ALTERNATOR	
EXTRA HEAVY DUTY FRONT END SUS	
PAYLOAD PLUS PACKAGE UPGRADE 1	
EXTERIOR BACKUP ALARM	
REMARKS TRAILER	
DUAL BATTERY	
REAR VIEW CAMERA & PREP KIT	
CONN PKG: 1 YR INCL W/FORD APP	
DOT Inspection & Certification	1
Freight - Inbound	1

COMPLETED UNIT FOB HOPKINS, MN

Final delivery to customer location is available upon request.

Chassis payment is required upon it's arrival to ABM (2026). Remainder of balance to be paid upon the customer taking possession of the completed build (2027).



ABM Equipment,
 LLC
 333 2nd Street NE
 Hopkins MN
 55343
 United States

Equipment Quote

Quote# QU0000248

Quote Date: 2/25/2026

Subtotal	\$248,929.00
Total	\$248,929.00

Estimated Completion Date: Subject to availability, based on information at the time of quote.
Validity of Quote: 30 Days - please contact ABM Equipment for an updated proposal after expiration.
Payment: Payment terms are Net 10 days. Any amount paid by a credit card will be subject to a surcharge fee.
A monthly interest charge of 1/2% will be added for late payments.

Taxes: This quote does not include applicable local, state, or (F.E.T.) federal taxes. The quote does not include title or licensing fees.

Delivery: Unless noted on this quotation, equipment is sold F.O.B. point of shipment, and ABM Equipment, LLC's responsibility shall cease upon delivering the equipment in good order to the carrier. ABM Equipment, LLC shall not be responsible for delays in delivery due to reasons beyond its control, including labor disputes and supply chain issues. ABM Equipment, LLC shall not be responsible for delays in delivery due to reasons beyond its control, including labor disputes and supply chain issues.

Warranty: Warranty coverage shall be based on the manufacturer's warranty terms. Warranty work is to be performed at ABM Equipment, LLC. The warranty does not include travel charges.

Cancellation: It is understood that any order on this quotation and accepted by the seller shall be firm in as much as ABM Equipment, LLC, in turn, must place firm orders for the equipment and the parts thereof. No cancellations may be made except on terms agreed to by ABM Equipment, LLC in writing.

Liability: ABM Equipment, LLC assumes no liability for damage due to theft, vandalism, fire, weather, or damage due to gradual deterioration or inherent defects in such property. In addition, we are not responsible for any damage while storing your chassis or parts on our premises while waiting for modification or installation. The storage location of the property shall be determined by ABM Equipment, LLC, at its discretion.

Entire Agreement: This quotation sets forth the full terms and conditions applicable to the equipment described herein and may not be modified without ABM Equipment, LLC written consent. The terms and conditions of this quotation shall prevail over those of any other writing concerning this equipment in case of any inconsistency between them.

Confidentiality: The information in this quote; and all supporting documentation is confidential and may only be used by ABM Equipment, LLC, and the customer listed on this quote.

Chassis: You agree to accept the following when purchasing a new chassis through ABM Equipment.

1. ABM provided chassis - Pay for the chassis in full as soon as it is available to ABM Equipment for the mounting of the quoted components.
2. Customer supplied chassis - If the chassis is late or cancelled customer must pay for ABM ordered equipment, parts and components. Labor for the installation will be billed upon completion of the unit.
3. Chassis pricing should be considered a budgetary only and is subject to change when specific model year pricing becomes available from the OEM.

Additionally, the chassis model year is subject to change based on availability at the time of the order.

*Due to extended lead times and market volatility, we reserve the right to impose a surcharge on the quoted price. We are experiencing surcharges from our suppliers, and passing these on to our customers has become necessary. ABM Equipment will inform you about these surcharges before you begin the build for your order. If ABM Equipment cannot proceed with the build at the scheduled time because of the unavailability of the chassis, ABM Equipment will invoice the customer for the cost of the equipment on hand, and payment will be due according to our standard terms.

Please sign below indicating your intent to purchase the above equipment at the price and terms quoted; or with modifications as stated below. The changes of materials to be supplied, terms of sale, or pricing are contingent upon acceptance by ABM Equipment, LLC.

Customer:

PO Number

Approved by:
 ABM Officer

Sales Rep Initials



Report of Action:
FAHR Meeting of March 23, 2026

- Purchase Policy
 Budget Adjustment/Reallocation
 Personnel Request
 Other Financial

Department: Forestry

Description: See Memo. Forestry requests to install prairie planting at the intersection of 40th Avenue South and 38th Street South. The funds are within the department's operating budget.

Currently, City Ordinance 11-0809 does not allow a prairie landscape within any street right of way. Citing benefits including increased pollinator habitat, reduced turf maintenance, snow control, and reduced erosion and runoff, Forestry requests to use this installation as a test scenario.

Net Financial Impact: NA, within budget

At their meeting, FAHR endorsed this request.

Suggested Motion:

In partnership with United Prairie Foundation, approve the installation of a prairie planting at the intersection of 40th Avenue South and 38th Street South and direct forestry staff to work with the city attorney to update section 11-0809 of the ordinance.



Report of Action:
FAHR Meeting of March 23, 2026

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

Department: Police Department

Description: See Memo. SWAT requests a budget adjustment of \$23,159.68 for RDS Optics. Funding for the purchase was provided by Fargo Police and SWAT partner agencies.

Net Financial Impact: \$0 - offset with revenue from partner agencies; Fargo Police portion was within the Police operating budget.

At their meeting, FAHR endorsed this request.

Suggested Motion:

Approve 2026 Budget Adjustment to utilize SWAT funding received from Fargo Police Department and partner agencies in 2025 and 2026 to purchase RDS Optics at \$23,159.68



RED RIVER VALLEY S.W.A.T.

To: FAHR Committee

From: LT Tom Shaw

Date: 03/18/2026

Re: Movement of Revenue Funds to Operating Budget

In December of 2025 the Red River Valley SWAT Board agencies were each invoiced for funds in order to purchase RDS (Red Dot Sight) Optics for the SWAT Tactical Team. RDS optics were tested, evaluated and researched by SWAT personnel and the Trijicon HD RMR was chosen as the preferred model. Quotes were obtained from Scheels, Kiesler's Police Supply and TAG LLC. TAG LLC was selected as the preferred vendor due to the lowest quote and the fact it is owned and operated within the state of North Dakota. The cost for the Trijicon HD RMR from TAG LLC is **\$23,159.68**. Please see the attached quotes for additional information.

The SWAT Board Agencies were invoiced in 2025 and COF Finance has confirmed all agencies paid except the Fargo Police Department. According to Jordan Corneliusen in Finance, Fargo's portion of the funds (**\$11,440.89**) was transferred in year 2025 for accounting purposes on March 12, 2026. In order to purchase the equipment with the funds already received in prior year, please see accompanying budget adjustment form to increase the expense account.

LT Tom Shaw

Red River Valley SWAT Commander

Recommended Motion:

Approve 2026 Budget Adjustment to utilize SWAT funding received from Fargo and partner entities in 2025 and 2026 to purchase RDS optics in the amount of \$23,159.68.

Expense Account

216-5016-411.61-40 = **\$23,159.68**





Sales Quote

KIESLER POLICE SUPPLY
 2802 SABLE MILL RD
 JEFFERSONVILLE, IN 47130

Bill-to Customer
 FARGO POLICE DEPARTMENT
 105 25TH STREET NORTH
 FARGO, ND 58102

Ship-to Address

Your Reference
 Bill-to Customer No. L74423
 Tax Registration No.

Salesperson
 Email
 Home Page
 Phone No. KJELL BJORGEN

No. Q168021
 Document Date October 15, 2025
 Due Date November 14, 2025
 Payment Terms
 Payment Method
 Tax Identification Type Legal Entity
 Shipment Method Standard

Jon Novacek
 701-241-1347
 jnovacek@FargoND.gov

No.	Description	Quantity	Unit of Measure	Unit Price Excl. Tax	Line Amount Excl. Tax
TRJRMHD2-C-3200002	TRUICON RMR HD 55 MOA ADJUSTABLE LED RETICLE W/ 3.25 MOA RED DOT, CR2032 BATTERY KML	32	EACH	655.00	20,960.00
CHGL-RSH	C&H V4 MOS GLOCK TO RMR/SRO/HSUN 407/507/508 KMMM	32	EACH	68.99	2,207.68
SHIPPING	SHIPPING CHARGE	1	EACH	40.00	40.00
KIESLER DISCLAIMER	THIS QUOTE/ORDER IS BASED ON CURRENT MARKET CONDITIONS AND TARIFF RATES AS OF THE DATE LISTED ON QUOTE. WE RESERVE THE RIGHT TO ADJUST THE FINAL PRICE TO REFLECT ANY UNFORESEEN CHANGES IN TARIFFS OR OTHER APPLICABLE TAXES THAT MAY OCCUR BETWEEN THE DATE OF THIS QUOTE AND THE DATE OF DELIVERY. WE WILL NOTIFY YOU OF ANY SUCH PRICE ADJUSTMENTS AS SOON AS POSSIBLE.	1	EACH	0.00	0.00
FORMAT KJELL	QUOTED BY KJELL BJORGEN KIESLER POLICE SUPPLY 2802 SABLE MILL ROAD JEFFERSONVILLE, IN 47130 THIS QUOTE IS VALID FOR 30 DAYS. KBJORGEN@KIESLER.COM	1	EACH	0.00	0.00
KIESLER SIGNATURE	SIGN/DATE TO APPROVE PURCHASE	1	EACH	0.00	0.00

Handwritten initials/signature



No.	Description	Quantity	Unit of Measure	Unit Price Excl. Tax	Line Amount Excl. Tax
	X SIGNATURE REQUIRED				
	X DATE				
	X PHONE# FOR FED X QUESTIONS *				
	Amount Subject to Sales Tax			0.00	
	Amount Exempt from Sales Tax			0.00	
				Subtotal	23,207.68
				Total Tax	0.00
				Total \$ Incl. Tax	0.00
				Tax Amount	0.00

KIESLER POLICE SUPPLY FFL# 4-35-019-11-7M-08220

RETURNED GOODS POLICY

No returned goods will be accepted without prior consent. Any packages returned without properly displaying a return authorization number will be refused. Returns subject to up to 25% restocking fee

DEFECTIVE MERCHANDISE POLICY

We are not a warranty repair station for any manufacturer. Returns of defective merchandise must be made directly to the manufacturer for repair or replacement.

DAMAGED GOODS POLICY

Claims of shortages or damaged shipments must be made immediately upon receipt of shipment

SCHEELS®

INVOICE

Organization Info		Date of Contract	Pickup Date
Name: Fargo PD		12/2/2025	TBD
Contact Name: Kyle Seehusen		Sales Employee	
Phone #: 701-235-4493		Mychael Ruud	

Style	SRU	Description	Qty (Boxes)	Unit Price	Total
GL-RSH-ST	6.1694E+11	C&H Precision Glock MOS RMR Plate	32	\$50.00	\$1,600.00
3200002	7.1931E+10	Trijicon RMR 3.25moa Red Dot	32	\$650.00	\$20,800.00
GL-429	6.4441E+10	Amerigo Optic Compatible Glock Sight Set	32	\$40.00	\$1,280.00
Select					
Select					

If services rendered are exempt from sales tax please include a copy of Tax Exemption Certificate when submitting payment.

SUBTOTAL	\$23,680
TAX RATE	0.00%
TAX	\$0
TOTAL	\$23,680

Thank you for your business!



TAG Firearms LLC
1301 Tacoma Ave, Suite #110
Bismarck, ND 58504
701-226-6096
tagfirearms.com

3/3/2026

Kyle Seehusen
Fargo Police Department
105 25th St N
Fargo, ND 58102
kseehusen@fargond.gov

Kyle –

Below is a quote for the requested items-

Trijicon RMR HD 3.25
SKU: RMHD2-C-3200002

- Per unit price: \$626.47
- Total x 32: \$20,047.04

Ameriglo XL Height .315" front, .394 rear.
SKU: AMERGL-429

- Per unit price: \$39.47
- Total x 32: \$1,263.04

Forward Controls optic plate, full-size Glock Gen 5 MOS for RMR HD
SKU: OPF-G, RMR 17-4 SS

- Per unit price: \$57.80
- Total x 32: \$1,849.60

TOTAL QUOTE: \$23,159.68

Thank you for the opportunity to provide you with a bid. This proposal is valid until 05/03/2026. Please let me know if there is anything I can assist with in the future.

Regards,

James Staub
Sales Manager

BUDGET ADJUSTMENT REQUEST

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

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

DEPARTMENT: Fargo Police Department
 REQUESTED BY: LT Tom Shaw PROJECT NUMBER : _____
 DATE PREPARED: 3/10/2026
 DESCRIPTION OF REQUEST:

All SWAT Board agencies were invoiced in 2025 for their respective Metro-COG amounts in order to purchase RDS Optics for SWAT. All board agencies have paid their share except Fargo PD as a transfer was not booked. The amount FPD is responsible for is \$11,440.39. Please move associated 2025 revenue to 2026 Operating Budget.

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

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

EXPENSE ACCOUNT NUMBER:	CURRENT BUDGET	REQUESTED ADJUSTMENT	NEW BUDGET
216-5016-411.61-40	\$70,923	\$ 23,160	= \$ 94,083
		+	= \$ -
		+	= \$ -
		+	= \$ -
		+	= \$ -
		+	= \$ -
TOTAL EXPENSE ADJUSTMENTS:		\$ 23,160	

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

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

FINANCE DEPT USE ONLY:

FAHR REVIEWED ON: _____

COMMISSION APPROVED ON: _____

ENTERED BY FINANCE: Date: _____

By: _____

BA# _____

(21)

City of Fargo Staff Report			
Title:	Christianson 32 nd Avenue South Third Addition	Date:	1/28/2026
		Updated:	3/26/2026
Location:	3102 36 th Street South	Staff Contact:	Luke Morman, Planner
Legal Description:	Lot 4, Block 1, Christianson 32 nd Avenue South Second Addition		
Owner(s)/Applicant:	Kyle Freier / Christianson Companies	Engineer:	Bolton & Menk
Entitlements Requested:	Minor Subdivision (Replat of Lot 4, Block 1, Christianson 32 nd Avenue South Second Addition to the City of Fargo, Cass County, North Dakota)		
Status:	City Commission Consent Agenda: March 30 th , 2026		

Existing	Proposed
Land Use: Undeveloped	Land Use: Vehicle repair and undeveloped
Zoning: GC, General Commercial	Zoning: No change
<p>Uses Allowed: Allows colleges, community service, daycare centers of unlimited size, detention facilities, health care facilities, parks and open areas, religious institutions, safety services, basic utilities, adult establishments, office, off premise advertising signs, commercial parking, outdoor recreation and entertainment, retail sales and service, self-service storage, vehicle repair, limited vehicle service, and certain telecommunication facilities.</p> <p><i>Conditional Overlay Ord. No. 5358 provides building and site design standards and restricts group living, aviation/surface transportation, major entertainment events, mining, industrial uses, and portable signs in addition to the uses with a strike-through above.</i></p> <p><i>Residential Protection Standards Waiver No. 2023-RPSW3 reduces the number of plantings in the landscape buffer between commercial and residential zoned properties.</i></p>	<p>Uses Allowed: No change</p> <p><i>Conditional Overlay Ord. No. 5358 and Residential Protection Standards Waiver No. 2023-RPSW3 will carry through to this subdivision.</i></p>
Maximum Building Coverage Allowed: 85%	Maximum Lot Coverage Allowed: No change

Proposal:

The applicant requests approval of one entitlement:

1. A minor subdivision to be known as **Christianson 32nd Avenue South Third Addition**, a replat of Lot 4, Block 1, Christianson 32nd Avenue South Second Addition to the City of Fargo, Cass County, North Dakota

This project was reviewed by the City's Planning and Development, Engineering, Public Works, and Fire Departments ("staff"), whose comments are included in this report.

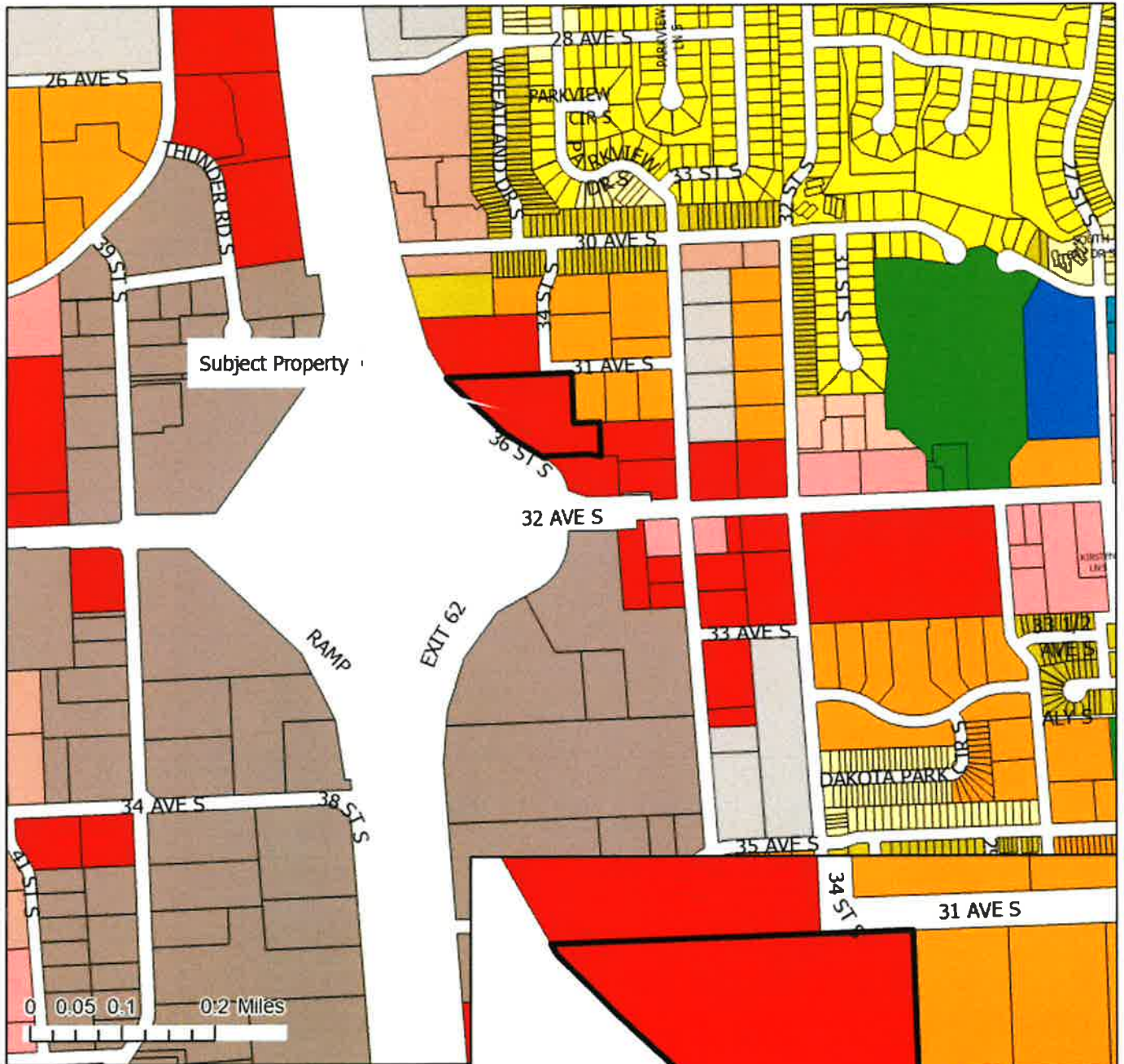
<p>Surrounding Land Uses and Zoning Districts:</p> <ul style="list-style-type: none"> • North: GC, General Commercial; self-service storage and MR-3, Multi-Dwelling Residential • East: MR-3, Multi-Dwelling Residential; multi-dwelling structures and GC, General Commercial, with a C-O, Conditional Overlay; retail sales and service • South: GC, General Commercial, with a C-O, Conditional Overlay; retail sales and service • West: 36th Street South and Interstate 29 right-of-way.
<p>Area Plans:</p> <p>The Fargo Growth Plan 2024 designates the area of the subject property as "Mixed Commercial Office and Residential" place type. The proposed development is consistent with this land use designation.</p>
<p>Context:</p> <p>Schools: The subject property is located within the Fargo School District and is served by Ed Clapp Elementary, Discovery Middle, and Davies High schools.</p> <p>Neighborhood: The subject property is located within the Bluemont Lakes neighborhood.</p> <p>Parks: Ed Clapp Park, located at 2802 32nd Avenue South, is approximately a quarter of a mile east of the subject property and provides amenities of soccer fields and a playground for ages 5-12.</p> <p>Pedestrian / Bicycle: Off-road shared-use paths are located along the west side of 36th Street South and the north side of 32nd Avenue South which is within a quarter mile of the subject property. Both paths are components of the metro area bikeways system.</p> <p>MATBUS Route: MATBUS Routes 14 and 18 run along 33rd Street South and 32nd Avenue South with stops within a quarter of a mile of the subject property.</p>
<p>Staff Analysis:</p> <p>The proposed plat will split one lot into a two-lot minor subdivision entitled Christianson Companies 32nd Avenue South Third Addition.</p> <p>The requested subdivision vacates an existing 10' wide Utility Easement that does not include any utilities. The existing 5' wide Electric Easement is intended to be relocated by the applicant with a separate document, who is still coordinating with Xcel Energy on the exact location for their utilities. Since the February 3rd, 2026 Planning Commission meeting, the applicant has coordinated with Staff to update the existing Storm Sewer Easement and Amenities Plan that addresses storm water management.</p> <p>Minor Subdivision</p> <p>The LDC stipulates that the following criteria are met before a minor subdivision can be approved:</p> <ol style="list-style-type: none"> 1. Section 20-0907.B.3 of the LDC stipulates that the Planning Commission recommend approval or denial of the application, based on whether it complies with the adopted Area Plan, the standards of Article 20-06 and all other applicable requirements of the Land Development Code. Section 20-0907.B.4 of the LDC further stipulates that a Minor Subdivision Plat shall not be approved unless it is located in a zoning district that allows the proposed development and complies with the adopted Area Plan, the standards of Article 20-06 and all other applicable requirements of the Land Development Code. The current zoning is GC, General Commercial with a C-O, Conditional Overlay, and no zone change is proposed. This zoning is consistent with the "Mixed Commercial Office and Residential" place type of the Fargo Growth Plan 2024. In accordance with Section 20-0901.F of the LDC, notices of the proposed plat have been sent out to property owners within 300 feet of the subject property. To date, Planning staff has received no inquiries about the project. The project has

<p>been reviewed by the city's Planning, Engineering, Public Works, Inspections, and Fire Departments. These departments have found that the plat meets the standards of Article 20-06 and other applicable requirements of the Land Development Code. (Criteria Satisfied)</p> <p>2. Section 20-0907.C.4.f of the LDC stipulates that in taking action on a Final Plat, the Board of City Commissioners shall specify the terms for securing installation of public improvements to serve the subdivision. While this section of the LDC specifically addresses only major subdivision plats, staff believes it is important to note that any improvements associated with the project (both existing and proposed) are subject to special assessments. Special assessments associated with the costs of the public infrastructure improvements are proposed to be spread by the front footage basis and storm sewer by the square footage basis as is typical with the City of Fargo assessment principles. (Criteria Satisfied)</p>
<p>Staff Recommendation:</p> <p>Suggested Motion: "To accept the findings and recommendations of the Planning Commission and staff and move to approve the proposed plat of the Christianson 32nd Avenue South Third Addition, as outlined within the staff report, as the proposal complies with the Fargo Growth Plan 2024, the standards of Article 20-06, Section 20-0907.B.and C, and all other applicable requirements of the Land Development Code."</p>
<p>Planning Commission Recommendation: February 3rd, 2026</p> <p>At the February 3rd, 2026 Planning Commission, that Commission, by a vote of 7-0 with four Commissioners absent, moved to accept the findings and recommendations of staff and recommended approval to the City Commission of the proposed plat of the Christianson 32nd Avenue South Third Addition, as outlined within the staff report, as the proposal complies with the Fargo Growth Plan 2024, the standards of Article 20-06, Section 20-0907.B.and C, and all other applicable requirements of the Land Development Code.</p>
<p>Attachments:</p> <ol style="list-style-type: none"> 1. Zoning Map 2. Location Map 3. Preliminary Plat

Minor Subdivision

Christianson 32nd Avenue South Third Addition

3102 36th Street South



Legend

AG	DMU	GC	GO	LC	LI	MR-1	MR-2	MR-3	MR-4	MR-5	NC	NO	P/I	SR-3	SR-4	SR-5	UMU	City Limit
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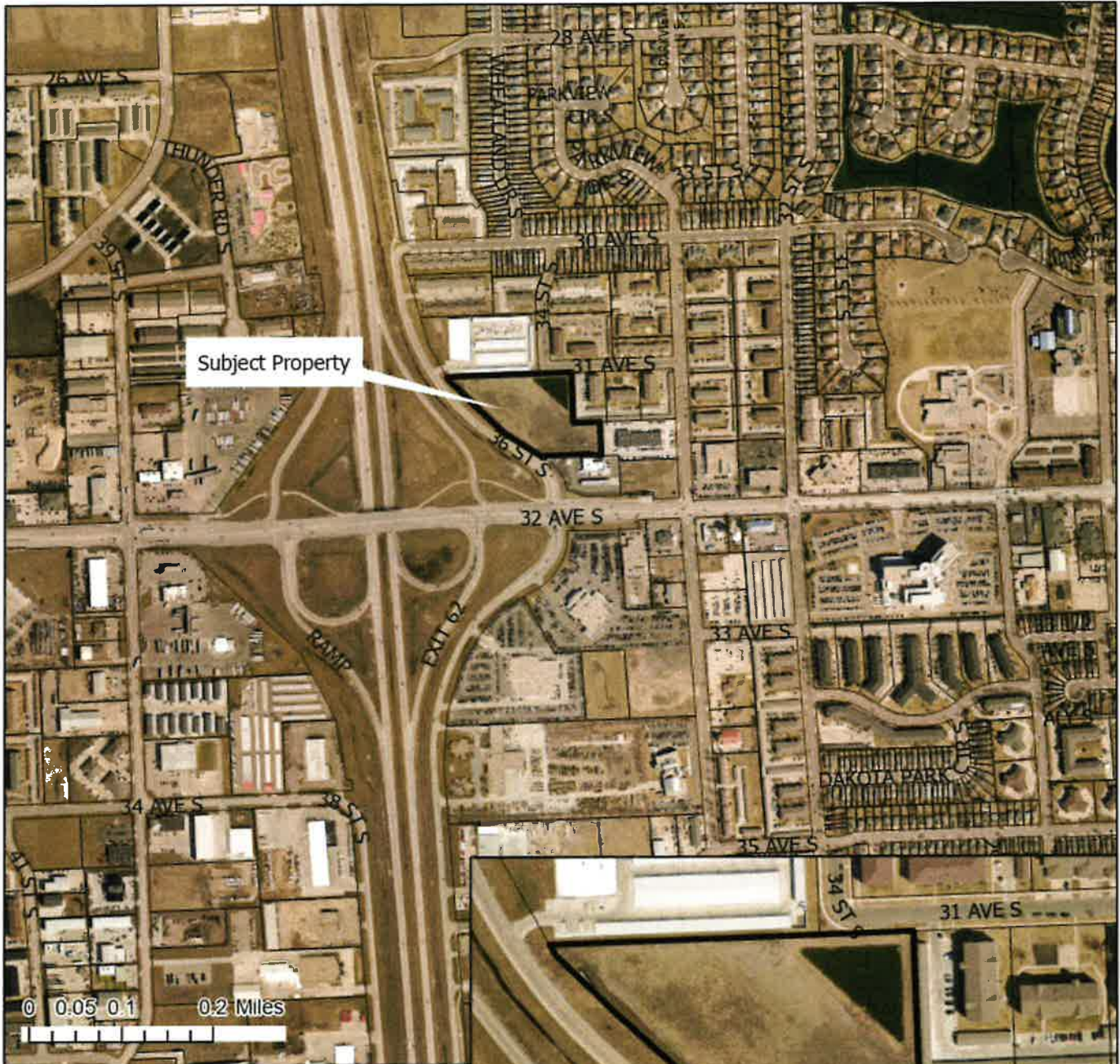


Fargo Planning Commission
February 3, 2026

Minor Subdivision

Christianson 32nd Avenue South Third Addition

3102 36th Street South



Legend

 City Limit



Fargo Planning Commission
February 3, 2026

CHRISTIANSON 32ND AVENUE SOUTH THIRD ADDITION

A REPLAT OF ALL OF LOT 4, BLOCK 1, CHRISTIANSON 32ND AVENUE SOUTH SECOND ADDITION TO THE CITY OF FARGO, CASS COUNTY, NORTH DAKOTA A MINOR SUBDIVISION

OWNERS DESCRIPTION AND DEDICATION

OWNER: Christianson 32nd Avenue South, LLC, North Dakota Limited Liability Company, being owner of a parcel of land located in that city of the State of North Dakota, in Cass County, North Dakota, being more particularly described as follows:

All of Lot 4, Block 1, Christianson 32nd Avenue South, Second Addition, according to the recorded plat thereof, on file and of record in the office of the Recorder, Cass County, North Dakota.

Said first and second sections of land to be surveyed and platted as Christianson 32nd Avenue South, Third Addition, to the City of Fargo, Cass County, North Dakota, the City of Fargo, North Dakota, being more particularly described as follows:

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SURVEYOR'S CERTIFICATE AND ACKNOWLEDGEMENT

I, Shawn M. Thompson, Registered Professional Land Surveyor, State of North Dakota, License No. 15-2700, do hereby certify that this plat and all of the information contained hereon were prepared by me or under my direct supervision and that I am a duly licensed and qualified surveyor in the State of North Dakota.

Witness my hand and the seal of my office at Fargo, North Dakota, this 3-11-26 day of March, 2026.

Shawn M. Thompson
Registered Professional Land Surveyor
State of North Dakota
License No. 15-2700

Shawn M. Thompson
State of North Dakota
County of Cass

Shawn M. Thompson
State of North Dakota
County of Cass

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Shawn M. Thompson
State of North Dakota
County of Cass

FARGO CITY COMMISSION APPROVAL

Approved by the Board of City Commissioners and copies of filed this _____ day of _____, 2026.

Tracy H. Johnson
Mayor

Tracy H. Johnson
Mayor

Tracy H. Johnson
Mayor

Tracy H. Johnson
Mayor

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Tracy H. Johnson
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Tracy H. Johnson
Mayor

LEGEND

SPRINKLER SYSTEMS
TO BE LOCATED AS SHOWN ON THE PLAT

EXISTING PROPERTY LINE

PROPOSED PROPERTY LINE

AREA WITHIN 100 YEAR FLOODPLAIN

BENCHMARK

CITY OF FARGO

CITY OF FARGO

CITY OF FARGO

CITY OF FARGO

CITY OF FARGO

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CITY OF FARGO



BOLTON & MENK

22

MEMORANDUM

TO: City Commission

FROM: Donald Kress, Current Planning Coordinator
Alayna Espeseth, Assistant Planner

DATE: March 26th, 2026

RE: Street and Utility Easement related to RLN Business Park Third Addition

On February 2nd, 2026, your Commission approved the RLN Business Park Third Addition. The approval motion included approval of a Street and Utility Easement in the location of the portion of 46th Avenue North that is being vacated on that plat.

Following discussion with staff after the approval, it was determined that the legal description for that easement should be revised in relation to the new plat.

The attached easement includes the revised legal description, that has been reviewed by City staff. The easement will be recorded along with the plat.

SUGGESTED MOTION:

To approve the attached street and utility easement related to RLN Business Park Third Addition.

PERMANENT EASEMENT
(Street and Utility)

KNOW ALL MEN BY THESE PRESENTS that **RLN Business Park, LLC, a North Dakota limited liability company**, 4083 37th St N, Fargo, ND 58102, and **Robert Nelson as Trustee of the Robert L. Nelson Revocable Trust**, 6203 17th St N, Fargo, ND 58102, 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:

PART OF LOTS 1 & 2, BLOCK 1, RLN BUSINESS PARK THIRD ADDITION, TO THE CITY OF FARGO, CASS COUNTY, NORTH DAKOTA MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF LOT 1, BLOCK 1, RLN BUSINESS PARK THIRD ADDITION; THENCE N88°04'14"E ALONG THE NORTH LINE OF SAID BLOCK 1 A DISTANCE OF 780.95 FEET TO THE INTERSECTION OF THE EAST LINE OF THE SOUTHWEST QUARTER OF SECTION 14, TOWNSHIP 140 NORTH, RANGE 49 WEST; THENCE S02°36'50"E ALONG SAID EAST LINE A DISTANCE OF 40.00 FEET;

THENCE S88°04'14"W PARALLEL WITH THE NORTH LINE OF SAID BLOCK 1 A DISTANCE OF 780.95 FEET TO THE WEST LINE OF SAID LOT 1, BLOCK 1; THENCE N02°36'56"W ALONG SAID WEST LINE A DISTANCE OF 40.00 FEET TO THE POINT OF BEGINNING.

SAID TRACT OF LAND CONTAINS ±31,238 SQUARE FEET MORE OR LESS AND IS SUBJECT TO EASEMENTS AND RIGHTS OF WAY OF RECORD.

("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 5th day of March, 2026.

GRANTOR:

RLN Business Park, LLC, a North Dakota limited liability company



By: Robert Nelson
Its: Member

STATE OF NORTH DAKOTA)
)
COUNTY OF CASS)

On this 5th day of March, 2026, before me a notary public in and for said county and state, personally appeared Robert Nelson known to me to be a Member of RLN Business Park, LLC, a North Dakota limited liability company, the Grantor described in and that he executed the within and foregoing instrument, and acknowledged to me that said Grantor executed the same.

(SEAL)



Notary Public
My Commission Expires:

IN WITNESS WHEREOF, Grantor has set his hand and caused this instrument to be executed this 5th day of March, 2026.

GRANTOR:

Robert L. Nelson Revocable Trust




By: Robert Nelson
Its: Trustee

STATE OF NORTH DAKOTA)
)
COUNTY OF CASS)

On this 5th day of March, 2026, before me a notary public in and for said county and state, personally appeared Robert Nelson known to me to be the Trustee of the Robert L. Nelson Revocable Trust, the Grantor described in and that he executed the within and foregoing instrument, and acknowledged to me that said Grantor executed the same.

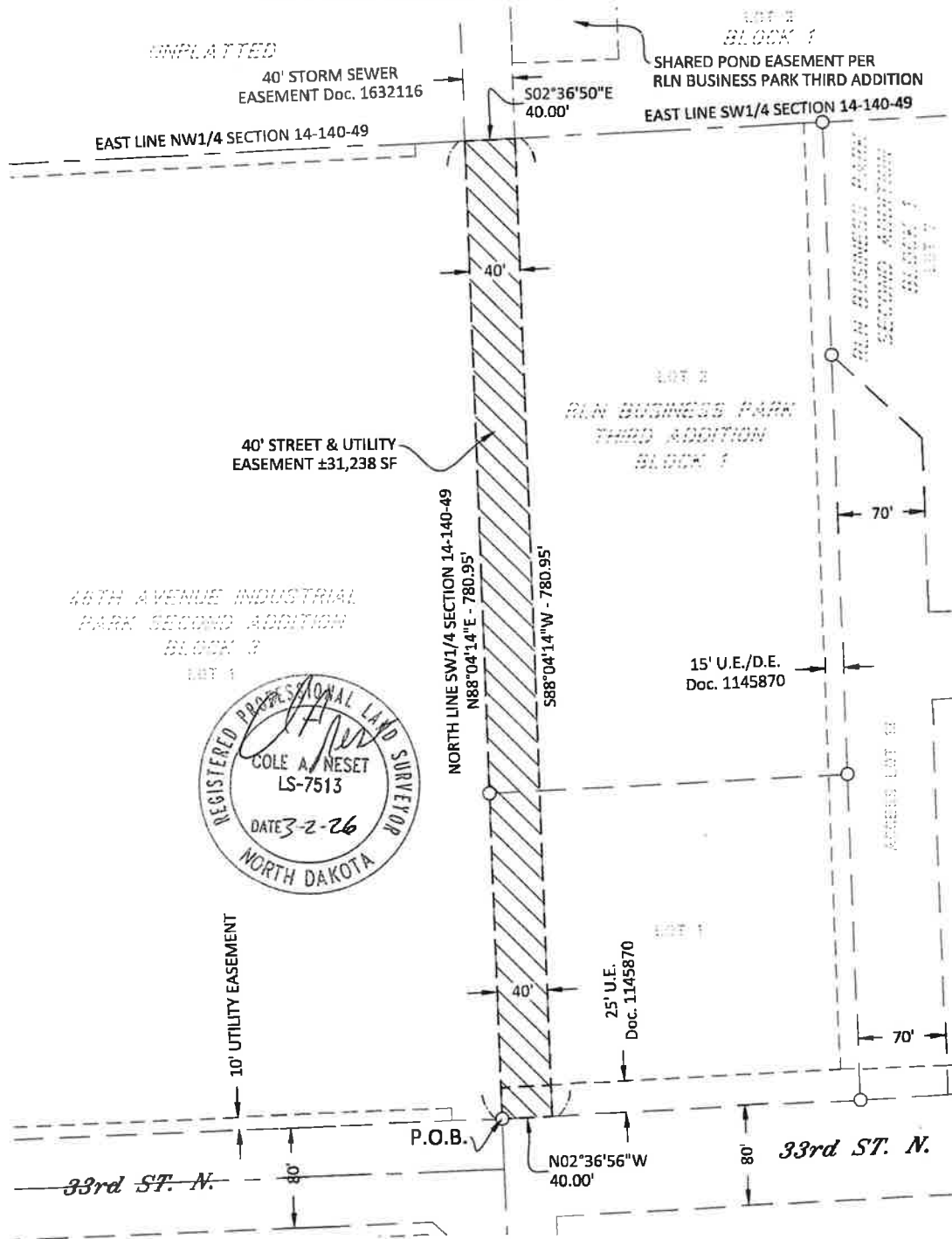
(SEAL)



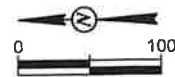
Notary Public
My Commission Expires:



40' STREET & UTILITY EASEMENT
 PART OF LOTS 1 & 2, BLOCK 1, RLN BUSINESS PARK THIRD ADDITION
 TO THE CITY OF FARGO, CASS COUNTY, NORTH DAKOTA



48TH AVENUE INDUSTRIAL
 PARK SECOND ADDITION
 BLOCK 3
 LOT 1



LEGEND	
○	MONUMENT FOUND
P.O.B.	POINT OF BEGINNING
---	EX. EASEMENT
---	EX. PROPERTY LINE
---	EX. SECTION LINE
▨	EASEMENT AREA

SHEET 1 OF 2

LOWRY
 ENGINEERING
 5306 51ST AVENUE SOUTH, SUITE A
 FARGO, NORTH DAKOTA 58104

40' STREET & UTILITY EASEMENT
PART OF LOTS 1 & 2, BLOCK 1, RLN BUSINESS PARK THIRD ADDITION
TO THE CITY OF FARGO, CASS COUNTY, NORTH DAKOTA

DESCRIPTION

PART OF LOTS 1 & 2, BLOCK 1, RLN BUSINESS PARK THIRD ADDITION, TO THE CITY OF FARGO, CASS COUNTY, NORTH DAKOTA
MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF LOT 1, BLOCK 1, RLN BUSINESS PARK THIRD ADDITION; THENCE N88°04'14"E ALONG
THE NORTH LINE OF SAID BLOCK 1 A DISTANCE OF 780.95 FEET TO THE INTERSECTION OF THE EAST LINE OF THE SOUTHWEST
QUARTER OF SECTION 14, TOWNSHIP 140 NORTH, RANGE 49 WEST; THENCE S02°36'50"E ALONG SAID EAST LINE A DISTANCE OF
40.00 FEET; THENCE S88°04'14"W PARALLEL WITH THE NORTH LINE OF SAID BLOCK 1 A DISTANCE OF 780.95 FEET TO THE WEST
LINE OF SAID LOT 1, BLOCK 1; THENCE N02°36'56"W ALONG SAID WEST LINE A DISTANCE OF 40.00 FEET TO THE POINT OF
BEGINNING.

SAID TRACT OF LAND CONTAINS ±31,238 SQUARE FEET MORE OR LESS AND IS SUBJECT TO EASEMENTS AND RIGHTS OF WAY OF
RECORD.

SURVEYORS CERTIFICATE

I COLE A. NESET HEREBY CERTIFY THAT THIS SURVEY, PLAN, AND/OR REPORT WAS PREPARED UNDER MY DIRECT SUPERVISION
AND THAT I AM A DULY REGISTERED LAND SURVEYOR UNDER THE LAWS OF THE STATE OF NORTH DAKOTA.



COLE A. NESET
REGISTERED LAND SURVEYOR
LS-7513

3-2-26

DATE:



SHEET 2 OF 2



**PUBLIC
WORKS**

**FLEET MANAGEMENT, FORESTRY
STREETS & SEWERS
WATERMAINS & HYDRANTS**
402 23rd Street North
Fargo, ND 58102
Phone: 701.241.1453 | Fax: 701.241.8100
FargoND.gov

23

March 16, 2026

The Honorable Board of City Commissioners
City of Fargo
225 North Fourth Street
Fargo, ND 58102

RE: (1) High Compaction Front Load Refuse Truck (RFP26119).

Commissioners:

On March 13, 2026, three proposals were received and evaluated for the purchase of one High Compaction Front Load Refuse Truck.

The results are as follows:

<u>Firm</u>	<u>Price for (1) with Trade</u>
Sanitation Products	\$341,125.00
McQueen	\$345,163.00
RDO Truck Centers	\$347,141.00

The review committee consisting of Scott Olson, Dave Rheault and Tom Ganje determined that all vendors met the required specifications and the prices were within expected parameters. Based on the low bid proposal, our recommendation is to award Sanitation Products for the High Compaction Front Load Refuse Truck. Funding for this project is included in the 2026 Solid Waste Budget.

Our recommendation is to purchase one High Compaction Front Load Refuse Truck based on the low bid proposal from Sanitation Products.

SUGGESTED MOTION:

Approve the recommendation to purchase one High Compaction Front Load Refuse Truck from Sanitation Products for a total of \$341,125.00 (RFP26119).

Respectfully Submitted,

Tom Ganje
Fleet Purchasing Manager

**City of Fargo Solide Waste
Front Load Refuse Truck RFP26119
3/16/2026**

	Sanitation Products	McQueen	RDO Truck Centers
Chassis Make	Peterbilt	Peterbilt	Mack
Chassis Model	520	520	TE84R
Body Make	Labrie	McNeilus	EZ Pack
Body Model	Wittke	Atlantic 4029	Hercules 40 Yard
Total Truck Price	\$371,125.00	\$375,163.00	\$387,141.00
Tade In Value (Unit 164)	-\$15,000.00	\$15,000.00	\$23,000.00
Trade In Value (Unit 215)	\$15,000.00	\$15,000.00	\$17,000.00
Total Truck Price minus Trade Values	\$341,125.00	\$345,163.00	\$347,141.00



24

Memorandum

TO: Board of City Commissioners
FROM: Scott Olson, Solid Waste Utility Director
DATE: March 23, 2026
RE: RFP for Front Load Containers (RFP26107)

Honorary Board of City Commissioners:

On March 17th, 2026, requests for proposals were received for a variety of brown and white steel Front Load containers ranging in sizes from 2, 3, 4, 6, and 8 cubic yard. Five proposals were submitted and four (4) were accepted for review and consideration.

The review committee consisted of Scott Olson, Dave Rheault, and Tanner Smedshammer. The decision was based on specification met along with lowest cost of products. Two vendors proposed at or lower than expected parameters.

The results are as follows:

<u>Firm</u>	<u>Total Cost</u>
Wastequip	\$266,113.10
NEO FAB	\$307,605.00

Funding for this project is included in the 2026 Solid Waste Capital Budget.

SUGGESTED MOTION:

I/we hereby move, based on the request for proposal (RFP26107), award the Front Load Containers to Wastequip for the total cost of \$266,113.10.



Water Treatment Plant
435 14th Avenue South
Fargo, ND 58103
Office: 701.241.1469 | Fax: 701.241.8110
www.FargoND.gov

25

March 26, 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 \$673,287.13. This is a bid award recommendation for our Lead Service Line Replacement (LSLR) program, beginning this summer. Attached is an award recommendation letter from Houston Engineering, a spreadsheet with bid results, and the Notice of Award. We had two (2) bids opened for this project.

Through the North Dakota Drinking Water State Revolving Fund (DWSRF), the City of Fargo will receive 66.5% grant funding for this construction. The remaining 33.5% will be paid through a DWSRF loan with 0.5% interest. Principal and Interest payments may begin in about 2030. LSLR is on the Water Utility Capital Improvement Plan (CIP) and in the Water Utility Financial Model.

Your consideration is greatly appreciated in this matter.

Sincerely,

Troy B. Hall
Water Utility Director

RECOMMENDED MOTION: Approve Bid Award for Project WA2504 to Johnson & Schock Excavating to complete water service line replacement in the amount of \$673,287.13.



Fargo Office

P

701.237.5065

1401 21st Avenue North
Fargo, ND 58102**NOTICE OF AWARD**WATER SERVICE REPLACEMENT PROJECT 2026-01
FARGO, ND

March 25, 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 3/25/2026 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 (#10062759)
 Owner: Fargo ND, City of
 Solicitor: Houston Engineering Inc. - Fargo
 03/25/2026 11:30 AM CDT

Section Title	Line Item	Item Code	Item Description	UoM	Lanays Inc			Johnson & Schock Excavating			Capital Exteriors				
					Quantity	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension				
Base Bid Items															
	1	SPECIAL	Site Mobilization	EA	58		\$0.00		\$619,837.13		\$281.00	\$660,180.00			
	2	SPECIAL	Public Water Service, Bored or Pulled, 1" Dia Water Service	LF	287			\$600.00	\$34,800.00		\$195.00	\$55,965.00			
	3	SPECIAL	Private Water Service, Bored or Pulled, 1" Dia Water Service	LF	2073			\$116.81	\$242,147.13		\$150.00	\$310,950.00			
	4	1400-PNSX-D0010	Public Water Service, F&I Pipe 1" Dia Water Service	LF	29			\$120.00	\$3,480.00		\$195.00	\$5,655.00			
	5	1400-PNSX-D0010	Private Water Service, F&I Pipe 1" Dia Water Service	LF	208			\$120.00	\$24,960.00		\$150.00	\$31,200.00			
	6	1400-RW20-D0010	Rem & Repl CS & Box 1" Dia	EA	6			\$700.00	\$4,200.00		\$1,500.00	\$9,000.00			
	7	1400-SH20-00000	Connect Water Service	EA	8			\$2,750.00	\$22,000.00		\$650.00	\$5,200.00			
	8	1400-SY20-00000	Eliminate Water Service	EA	1			\$2,700.00	\$2,700.00		\$800.00	\$800.00			
	9	SPECIAL	Connect Water Service to Meter	EA	55			\$1,800.00	\$99,000.00		\$650.00	\$35,750.00			
	10	SPECIAL	Site Restoration	SY	570			\$80.00	\$45,600.00		\$85.00	\$48,450.00			
	11	4100-0010-XT001	Traffic Control	LS	1			\$2,000.00	\$2,000.00		\$9,500.00	\$9,500.00			
	12	2100-RW50-00000	Rem & Repl Curb & Gutter	LF	96			\$85.00	\$8,160.00		\$90.00	\$8,640.00			
	13	2100-VW7C-K0070	Rem & Repl Pavement 7" Thick Reinf Conc	SY	144			\$110.00	\$15,840.00		\$205.00	\$29,520.00			
	14	2300-AW7C-K0040	Rem & Repl Sidewalk 4" Thick Reinf Conc	SY	330			\$97.00	\$32,010.00		\$115.00	\$37,950.00			
	15	2300-DW7C-K0060	Rem & Repl Driveway 6" Thick Reinf Conc	SY	200			\$100.00	\$20,000.00		\$140.00	\$28,000.00			
	16	SPECIAL	Sanitary Sewer Service Televising	EA	114			\$750.00	\$85,500.00		\$240.00	\$27,360.00			
Contingency Bid Items							\$0.00		\$53,450.00			\$53,450.00			
	17	SPECIAL	Water Meter Relocation	LF	275			\$50.00	\$13,750.00		\$28.00	\$7,700.00			
	18	SPECIAL	Primary Electrical Grounding Systems Installation	EA	13			\$900.00	\$11,700.00		\$1,624.00	\$19,812.00			
	19	SPECIAL	Reconnection of Water Service Electrical Jumper Cable	EA	42			\$500.00	\$21,000.00		\$425.00	\$17,650.00			
	20	SPECIAL	Sewer Service Repair	EA	14			\$500.00	\$7,000.00		\$750.00	\$10,500.00			
Base Bid Total:							\$0.00		\$673,287.13			\$716,042.00			

NOTICE OF AWARD

Date of Issuance:

Owner:	City of Fargo, ND	Owner's Project No.:	WA2504
Engineer:	Houston Engineering, Inc.	Engineer's Project No.:	6059-0211
Project:	Water Service Replacement Project 2026-01		
Bidder:	Johnson & Schock Excavating		
Bidder's Address:	4080 98 th Avenue South Fargo, ND 58104		

You are notified that Owner has accepted your Bid dated **[3/25/2026]** for the above Contract, and that you are the Successful Bidder and are awarded a Contract for:

WATER SERVICE REPLACEMENT PROJECT 2026-01

The Contract Price of the awarded Contract is **\$(673,287.13)**. Contract Price is subject to adjustment based on the provisions of the Contract, including but not limited to those governing changes, Unit Price Work, and Work performed on a cost-plus-fee basis, as applicable.

Two unexecuted counterparts of the Agreement accompany this Notice of Award, and one copy of the Contract Documents accompanies this Notice of Award, or has been transmitted or made available to Bidder electronically.

Drawings will be delivered separately from the other Contract Documents.

You must comply with the following conditions precedent within 15 days of the date of receipt of this Notice of Award:

1. Deliver to Owner **two** counterparts of the Agreement, signed by Bidder (as Contractor).
2. Deliver with the signed Agreement(s) the Contract security (such as required performance and payment bonds) and insurance documentation, as specified in the Instructions to Bidders and in the General Conditions, Articles 2 and 6.

Failure to comply with these conditions within the time specified will entitle Owner to consider you in default, annul this Notice of Award, and declare your Bid security forfeited.

Within 10 days after you comply with the above conditions, Owner will return to you one fully signed counterpart of the Agreement, together with any additional copies of the Contract Documents as indicated in Paragraph 2.02 of the General Conditions.

Owner: City of Fargo, ND

By (signature): _____

Name (printed): _____

Title: _____

Copy: Engineer

NOTE: This Project is using SRF Loan Funds and there are additional terms and conditions required to comply with the contract specifications. Please confirm all requirements are met and documents are included in your bid. This Project will comply with SRF requirements. In the event of a discrepancy between EJCDC contracting requirements and SRF contracting requirements, the SRF contracting requirements shall prevail.

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

This Agreement is by and between the City of Fargo ("Owner") and [Johnson & Schock Excavating, LLC] ("Contractor").

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

Owner and Contractor hereby agree as follows:

ARTICLE 1—WORK

1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows: **WATER SERVICE REPLACEMENT PROJECT 2026-01.**

ARTICLE 2—THE PROJECT

2.01 The Project, of which the Work under the Contract Documents is a part, is generally described as follows: **Water Service Replacement Project 2026-01**

ARTICLE 3—ENGINEER

3.01 The Owner has retained Houston Engineering, Inc. ("Engineer") to act as Owner's representative, assume all duties and responsibilities of Engineer, and have the rights and authority assigned to Engineer in the Contract.

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

ARTICLE 4—CONTRACT TIMES

4.01 *Time is of the Essence*

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

4.02 *Contract Times: Dates*

A. The Work will be substantially complete on or before **July 10, 2026**, and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before **July 31, 2026**.

B. Substantial and Final Completion are further defined:

Substantial Completion Date: July 10, 2026

Substantial Completion shall consist of all work included in the contract and have roadway open to the public. See following provisions:

- The Contractor shall have 28 days from the start of service work to completion of permanent pavement patch per site.

A penalty of \$350 per day per site will be assessed to the Contractor for failure to complete the work within the time specified above.

Final Completion Date: July 31, 2026

Final Completion shall include all remaining work items, punch list items, and cleanup.

Failure to meet completion dates will result in liquidated damages being applied per the contract based off the City of Fargo's current version of [Liquidated Damages Schedule](#) for Final Completion.

Additional Provisions for All Phases:

- The Contractor shall have 1-day per site to complete the work and open the roadway to thru traffic utilizing temporary surface material.
- The Contractor will be allowed a 5-day closure for the installation of permanent pavement patch per identified site.

4.03 Liquidated Damages

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

ARTICLE 5—CONTRACT PRICE

- 5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents an amount in current funds equal to the sum of the amounts determined pursuant to Paragraphs 5.01.A and 5.01B below, subject to adjustment under the Contract:
- A. For all Unit Price Work, an amount equal to the sum of the extended prices (established for each separately identified item of Unit Price Work by multiplying the unit price times the actual quantity of that item).

The extended prices for Unit Price Work set forth as of the Effective Date of the Contract are based on estimated quantities. As provided in Paragraph 13.03 of the General Conditions, estimated quantities are not guaranteed, and determinations of actual quantities and classifications are to be made by Engineer.

- B. For all Work, at the prices stated in Contractor's Bid, attached hereto as an exhibit.

ARTICLE 6—PAYMENT PROCEDURES

6.01 *Submittal and Processing of Payments*

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

6.02 *Progress Payments; Retainage*

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

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

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

6.03 *Final Payment*

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

6.04 *Consent of Surety*

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

6.05 *Interest*

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

ARTICLE 7—CONTRACT DOCUMENTS

7.01 *Contents*

- A. The Contract Documents consist of all of the following:
1. This Agreement.
 2. Bonds:
 - a. Performance bond (together with power of attorney).
 - b. Payment bond (together with power of attorney).
 3. General Conditions.
 4. Supplementary Conditions.
 5. City of Fargo Standard Specifications as listed in the table of contents of the project manual (not attached but incorporated by reference).
 6. Drawings (not attached but incorporated by reference) with each sheet bearing the following general title: Water Service Replacement Project 2026-01.
 7. City of Fargo Standard Specifications for Construction (not attached but incorporated by reference).
 8. Addenda (none to none).
 9. Exhibits to this Agreement (enumerated as follows):
 - a. Contractor's Bid
 10. The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:
 - a. Notice to Proceed.
 - b. Work Change Directives.
 - c. Change Orders.
 - d. Field Orders.
- B. The Contract Documents listed in Paragraph 7.01.A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 7.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in the Contract.

ARTICLE 8—REPRESENTATIONS, CERTIFICATIONS, AND STIPULATIONS8.01 *Contractor's Representations*

- A. In order to induce Owner to enter into this Contract, Contractor makes the following representations:
1. Contractor has examined and carefully studied the Contract Documents, including Addenda.
 2. Contractor has visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
 3. Contractor is familiar with all Laws and Regulations that may affect cost, progress, and performance of the Work.
 4. Contractor has carefully studied the reports of explorations and tests of subsurface conditions at or adjacent to the Site and the drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, with respect to the Technical Data in such reports and drawings.
 5. Contractor has carefully studied the reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, with respect to Technical Data in such reports and drawings.
 6. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Technical Data identified in the Supplementary Conditions or by definition, with respect to the effect of such information, observations, and Technical Data on (a) the cost, progress, and performance of the Work; (b) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and (c) Contractor's safety precautions and programs.
 7. Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
 8. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
 9. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and of discrepancies between Site conditions and the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
 10. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

11. Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.

8.02 *Contractor's Certifications*

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

8.03 *Standard General Conditions*

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

ARTICLE 9—MISCELLANEOUS

9.01 *Terms*

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

9.02 *Assignment of Contract*

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

9.03 *Successors and Assigns*

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

9.04 *Severability*

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

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

This Agreement will be effective on [_____] (which is the Effective Date of the Contract).

Owner:

Contractor:

(typed or printed name of organization)

(typed or printed name of organization)

By:

By:

(individual's signature)

(individual's signature)

Date:

Date:

(date signed)

(date signed)

Name:

Name:

(typed or printed)

(typed or printed)

Title:

Title:

(typed or printed)

(typed or printed)

(If [Johnson & Schock Excavating, LLC] is a corporation, a partnership, or a joint venture, attach evidence of

Attest:

Attest:

(individual's signature)

(individual's signature)

Title:

Title:

(typed or printed)

(typed or printed)

Address for giving notices:

Address for giving notices:

Designated Representative:

Designated Representative:

Name:

Name:

(typed or printed)

(typed or printed)

Title:

Title:

(typed or printed)

(typed or printed)

Address:

Address:

Phone: _____

Email: _____

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

Phone: _____

Email: _____

License No.: _____
(where applicable)

State: _____