

FARGO CITY COMMISSION AGENDA
Monday, March 16, 2026 - 5:00 p.m.

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

- A. Pledge of Allegiance.
- B. Roll Call.
- C. Approve Order of Agenda.
- D. Minutes (Regular Meeting, March 2, 2026).

CONSENT AGENDA – APPROVE THE FOLLOWING:

- 1. Interest Buydown Agreement, Escrow Agreement – PACE Program and Community PACE Interest Buydown Authorization with the Bank of ND and Coneflower Farmhouse LLC.
- 2. 2nd reading, waive reading and final adoption of an Ordinance Rezoning a Certain Parcel of Land Lying in Mehl/First Addition to the City of Fargo, Cass County, North Dakota; 1st reading, 3/2/26.
- 3. Applications for Games of Chance.
- 4. Site Authorizations for Games of Chance.
- 5. Contract and bond for Project No. BR-26-H1.
- 6. Preliminary Engineering Reimbursement Agreement with the ND Department of Transportation (Project No. QR-27-A1).
- 7. Contract award to Northstar Safety Inc. in the amount of \$492,715.00 for Project No. TM-26-A1.
- 8. Contract award to Northstar Safety Inc. in the amount of \$61,722.00 for Project No. TM-26-B1.
- 9. Bid award to Roadway Services, Inc. in the amount of \$122,320.00 for Project No. PR-26-B1.
- 10. Bid award to Border States Paving, Inc. in the amount of \$1,029,252.50 for Project No. SR-26-A1.
- 11. Right of Entry for Survey with Otter Tail Power Company for 64th Avenue North.
- 12. Bridge Maintenance Agreement with the City of Moorhead, Park District of the City of Fargo and Clay County.
- 13. Road Reconstruction Agreement with Case Equipment Corporation a/k/a Case Corporation.
- 14. Contract and bond for Improvement District No. NR-26-A2 (general construction contract).

15. Contract and bond for Improvement District No. NR-26-A3 (electrical construction contract).
16. Access Agreement with YWCA Cass Clay and Lantern Light LLC for 1101 32nd Avenue South - 3003 11th Street South (Improvement District No. BR-26-H1).
17. Bid award to Dakota Underground Company Inc. in the amount of \$2,785,515.83 for Improvement District No. BR-26-C1.
18. Bid award to Asphalt Preservation Company, Inc. in the amount of \$2,025,988.23 for Improvement District No. PR-26-C1.
19. Create Improvement District No. BR-26-F and adopt Resolution of Necessity (Paving and Utility Rehab/Reconstruction).
20. Create Improvement District No. UR-26-F and adopt Resolution of Necessity (Sanitary Sewer and Storm Sewer Lining).
21. Piggyback purchase through the HGACBuy Cooperatives Purchasing Agreement with Great Plains Fire Equipment in an amount up to \$143,570.00 for structural firefighting turnout gear (PBC26129).
22. Agreement with Richland County Health Department for Family Planning services.
23. Set March 30, 2026 at 5:05 p.m. as the date and time for a hearing on a dangerous building at 115 6th Avenue North.
24. Direct the City Attorney's Office to repeal Section 405 (Home Day Care Occupancy) of the International Property Maintenance Code.
25. Piggyback purchase through Sourcewell Cooperative Purchasing Agreement with Swanston Equipment in the amount of \$102,973.66 for one Articulating Wheel Loader for the Solid Waste Landfill (PBC26132).
26. Piggyback purchase through the Duluth Transit Authority with New Flyer of America in the amount of \$2,925,305.24 for the purchase of four buses (PBC26139).
27. Bid award to Johnson & Schock Excavating in the amount of \$396,437.00 for Project No. WA2507.
28. Change Order No. 3 in the amount of -\$6,629.00 for Project No. WW2005.
29. Bills.

REGULAR AGENDA:

PUBLIC HEARINGS - 5:05 pm:

30. **PUBLIC HEARING** – Special Assessments for sewer repairs.
31. **PUBLIC HEARING** – Section 5310 Federal Transportation Administration Grant Preliminary Program of Projects for 2026 and 2027.
32. **PUBLIC HEARING** – Clara Barton School Addition (1404 and 1406 7th Street South, and 1417 6th Street South); approval recommended by the Planning Commission on 1/6/26:

- a. Zoning Change from P/I, Public and Institutional and SR-2, Single-Dwelling Residential to P/I, Public and Institutional.
 - b. 1st reading of rezoning Ordinance.
 - c. Plat of Clara Barton School Addition.
33. **PUBLIC HEARING** – Annexation of 236.16 acres, more or less in the Southeast Quarter and the East One-Half of the Southwest Quarter of Section 35, Township 141 North, Range 49 West of the 5th Principal Meridian, Cass County, North Dakota.
 34. **PUBLIC HEARING** – CONTINUED to 3/30/26 - 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.
 35. Recommendation for appointment of a Chief Communications Officer.
 36. Presentation of the Annual Review of F-M Ambulance, Inc. d/b/a Sanford Ambulance - Fargo.
 37. Presentation of the Police Department's 2025 Annual Report.
 38. Recommendation to adopt the following Resolutions:
 - a. Amendment to the Home Rule Charter to extend the collection of sales tax for Public Infrastructure.
 - b. Ballot Language for proposed amendment to the Home Rule Charter to extend the collection of sales tax for Public Infrastructure.
 39. Discussion regarding interim leadership and recruitment timeline for the next Chief of Police.
 40. Financial Overview of the Resource and Recovery Center.
 41. Applications for Property Tax Exemptions for Improvements Made to Buildings:
 - a. Roger and Roselyn Haaland (5 years).
 - b. Julie and Colin Kloster (5 years).
 - c. Christine Gallagher-Lein (5 years).
 - d. Steven and Sarah Hoepfner (5 years).
 - e. Mark and Roxanna May (5 years).
 - f. Nicolas and Robin Christianson (5 years).
 42. Liaison Commissioner Assignment Updates.
 43. **PUBLIC COMMENTS (2.5 minutes will be offered for comment with a maximum of 30 minutes total for all public comments. Individuals who would like to address the Commission, whether virtually or in person, must sign-up at FargoND.gov/VirtualCommission).**

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

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

MEMORANDUM

TO: Board of City Commissioners

FROM: Jim Gilmour, Director of Strategic Planning and Research *J.G.*

DATE: March 16, 2026

SUBJECT: Bank of ND Interest Buydown Program

The City Fargo approved a Renaissance Zone tax exemption for Coneflower Farmhouse, LLC for the rehabilitation of a mixed-use property located at 13 and 15 8th Street South.

The FLEX PACE loan requires community match. The Renaissance Zone exemption that will be provided by the City may qualify as that match.

Attached are documents the City needs to approve for the Renaissance Zone exemption to be the match for the interest buydown program. Fargo is not providing any additional cash or loan guarantee. The Bank of ND will provide a lower interest rate if this these documents are approved.

Recommended Motion

Approve agreements allowing the already approved Renaissance Zone exemption to be the local match to Coneflower Farmhouse, LLC for the rehabilitation project at 13 and 15 8th Street South.

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| OFFICE USE ONLY | Return SIGNED Documents to BND |
| Borrower: | CONEFLOWER FARMHOUSE LLC |
| Program Option: | Flex PACE |

INTEREST BUYDOWN AGREEMENT PACE PROGRAM

This Interest Buydown Agreement is made between **CITY OF FARGO** (the "Community"), and the **Bank of North Dakota** ("BND") acting on behalf of the PACE Program ("PACE") for the purpose of a buydown on the interest for the loan (the "Loan") received by CONEFLOWER FARMHOUSE LLC (the "Borrower") from BORDER BANK (the "Originating Lender") pursuant to a promissory note dated _____. The attached payment schedule labeled Exhibit A details the Loan amount and terms and may be modified from time to time. The Borrower, Community, and BND agree as follows:

ARTICLE I

DEFINITIONS

Section 1.01. Defined Terms. Capitalized terms used in this Agreement and not otherwise defined shall have the meanings given to them in the Note and Related Documents. As used in this Agreement, the following terms have the following meanings (terms defined in the singular to have the same meaning when used in the plural and vice versa):

Addendum to the Promissory Note – means the Addendum to the Promissory Note entered into by the Borrower and Originating Lender. The addendum to the Promissory Note addresses specific terms and conditions with respect to the Borrower's participation of their Loan in PACE Program offered by BND.

Agreement - means this Interest Buydown Agreement, as amended, supplemented, or modified from time to time.

Affiliate - means any Person (1) which directly or indirectly controls, or is controlled by, or is under common control with the Originating Lender or Borrower; (2) which directly or indirectly beneficially owns or holds five (5%) or more of any class of voting stock of the Originating Lender or Borrower; or (3) five percent (5%) or more of the voting stock of which is directly or indirectly beneficially owned or held by the Originating Lender or Borrower. The term control means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a Person, whether through the ownership of voting securities, by contract, or otherwise.

BND Buydown Amount - means the portion of the Interest Buydown Amount to be paid by BND as set forth on the attached payment schedule labeled Exhibit A.

Borrowing Rate - means the interest rate to be paid by the Borrower as set forth on the payment schedule labeled Exhibit A. If the terms of the Note provide for a variable or adjustable rate structure, the Borrowing Rate may vary over the term of the Note, but in no event will it be less than 1.00%.

Business Day - means any day other than a Saturday, Sunday, or other day on which commercial banks in North Dakota are authorized or required to close under the laws of the State of North Dakota, unless otherwise provided for in the Note.

Buydown Documents means this Agreement, the Escrow Agreement and any related documents, attachments or schedules incorporated therein.

Community Buydown Amount - means the portion of the Interest Buydown Amount to be paid by the Community and set forth on the attached payment schedule labeled Exhibit A.

Community In-kind Commitment Amount - means the amount of "in-kind" commitment made by the Community, if any, to match the BND Buydown Amount to be paid by BND as provided by the PACE Program. The "in-kind" Community Commitment Amount is provided by the Community in lieu of its cash portion of the Interest Buydown Amount; and is a contribution towards total costs of the Borrower's project in a form acceptable to BND. The payment schedule labeled Exhibit A specifies the Community commitment amount, if any.

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| Program Option: | Flex PACE |

Escrow Agent – means Bank of North Dakota acting through its Trust Department.

Escrow Agreement – means Agreement by which the payments to disburse the Interest Buydown Amount is to be administered by the Escrow Agent.

Flex PACE Program – means the program option within the PACE Program which provides an interest buydown to borrowers that do not meet the states definition of a primary sector business but does meet other needs as determined appropriate by the Community.

Flex PACE Affordable Housing Program – means the program option within the PACE Program which provides an interest buydown to borrowers for the permanent financing of new affordable multi-family housing units within the Community.

Interest Buydown Amount – means the actual amount to be paid by the Escrow Agent on behalf of the Borrower over the life of the Note to buy down the Yield Rate to the Borrowing Rate as set forth in the payment schedule labeled Exhibit A.

The Interest Buydown Amount includes the BND Buydown Amount and the Community Buydown Amount unless all or any portion of the Community's cash portion is made in the form of an "in-kind" Community Commitment Amount, then the Interest Buydown Amount may only consist of the BND Buydown Amount. The Interest Buydown Amount shall not exceed the Interest Buydown Amount per the payment schedule labeled Exhibit A.

The Interest Buydown Amount has been based upon the Yield Rate at the time of closing, unless otherwise agreed to in writing by the Originating Lender, BND, and the Borrower. The Interest Buydown Amount shall not vary, and subject to the terms and conditions of the PACE Program it shall be paid on the basis of a set stream of payments as defined under the column entitled INTEREST EXPENSE DIFF. DUE TO BUYDOWN as listed on the payment schedule labeled Exhibit A.

Interest Rate Reduction - means each scheduled payment to be paid by Escrow Agent from Escrow Account as set forth in the payment schedule labeled Exhibit A.

Investment – Total costs of equipment, real estate and/or improvements to real property associated with the PACE loan request.

Note - may refer to a promissory note, credit agreement, loan agreement, or any other document that states the terms of the indebtedness between the Originating Lender and the Borrower.

PACE Program – means the "Partnership in Assisting Community Expansion Program" and includes loans approved under PACE Program options for PACE, Flex PACE or Flex PACE for Affordable Housing.

Participation Agreement – means the agreement between the Originating Lender and BND in connection with the Loan.

Payment Schedule - means Exhibit A which may be updated and supplemented from time to time by BND.

Person - means an individual, partnership, corporation, business trust, joint stock company, trust, unincorporated association, joint venture, governmental authority, or other entity of whatever nature.

Related Documents - means all supporting documents related to the Loan.

Yield Rate - means the interest rate on the Note which, at any point in time when there is a default, may include the default rate as that term is defined in the Note.

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ARTICLE II

TERMS OF THE INTEREST RATE BUYDOWN

SECTION 2.01. Interest Buydown Amount. BND and the Community agree on the terms and conditions set forth in this Agreement to buy down the interest from the Yield Rate to the Borrowing Rate for the Loan.

1. Interest Payments. BND and the Community shall make Interest Buydown Amount payments to the Escrow Agent as provided for in the attached payment schedule labeled Exhibit A.
2. Method of Payment. BND and the Community shall make each payment to the Escrow Agent as provided by the Buydown Documents no later than the date when due as defined by the Note in lawful money of the United States in immediately available funds unless otherwise expressly provided for. Whenever any payment to be made under the Buydown Documents shall be stated to be due on a Saturday, Sunday, or a public holiday, or the equivalent for banks generally under the laws of the State of North Dakota, the payment shall be made on the next succeeding Business Day.
3. Disbursement of the Interest Buydown Amount. The Escrow Agent shall disburse the Interest Buydown Amount to the Originating Lender in the amounts as set out and described in the payment schedule labeled Exhibit A subject to the Note.
4. Default by the Borrower. In the event of a default by the Borrower, as defined in the Note, or a Default as defined in the Addendum to Promissory Note Pace Program given for the Note, the Escrow Agent shall discontinue any payments required under the Buydown Documents until such time as the Default is cured.
5. Late or Partial Payments by the Borrower. If the Borrower makes a late payment or a partial payment, the Interest Rate Reduction payment will not be made and the interest rate from the period of the payment date of the payment until the payment is received will be the Yield Rate, including any default rate provided for in the Note. If the late or partial payments are paid by the Borrower, Escrow Agent will resume making Interest Buydown Amount on the next scheduled payment date, unless otherwise agreed to by BND.
6. Prepayments and Adjustment to Payment Schedule. In the event the Borrower makes a prepayment under the terms of the Note, BND may re-amortize the payment schedule labeled Exhibit A but such re-amortization shall not be effective unless received in writing by the Originating Lender fifteen (15) days prior to the next payment due date under Note. Any replacement payment schedule labeled Exhibit A received by Originating Lender shall replace the existing payment schedule with no further action or consent required by Borrower.
7. Partial Payment or Termination by the Community. In the event the Community makes a payment to the Escrow Agent which results in insufficient funding of the Community Buydown Amount or terminates its participation in PACE for the loan to the Borrower, the Community shall provide notice in writing to the Borrower, the Originating Lender and BND no less than fifteen (15) days prior to the next scheduled payment due date under the Note.

Upon receipt of notice from the Community and until such time as the deficiency is cured, the following shall occur:

- The Escrow Agent shall discontinue to make Interest Rate Reduction payments.
- To the extent the Interest Buydown Amount paid by the Escrow Agreement does not reduce the interest expense to the interest expense calculated at the Borrowing Rate then the Borrower shall remit the difference to Originating Lender.

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- The Borrower shall be responsible for the entire interest payment at the Yield Rate effective on the date of the next scheduled payment. From that point forward, this Addendum shall have no force or effect and any of the rights and obligations created herein shall be terminated and the Note and Related Documents, without regard to this Addendum or the Buydown Documents, shall govern the relationship between the Originating Lender and the Borrower.
8. Termination of PACE Program. In the event that funding under the PACE Program is terminated for any reason, this Agreement shall have no force or effect and any obligation of BND, the Community and the Escrow Agent to pay the Interest Buydown Amount shall cease.

ARTICLE III

REPRESENTATIONS AND WARRANTIES

SECTION 3.01. The Community represents and warrants to the Borrower and BND that:

1. Good Standing, and Due Qualification. The Community is in good standing under the laws of the State of North Dakota. The execution, delivery, and performance of this Agreement by the Community has been duly authorized by all necessary Persons.
2. Other Agreements. The Community is not a party to any indenture, loan, or credit agreement, or to any lease or other agreement or instrument, or subject to any charter or corporate restriction which could have a material adverse effect on the business, properties, assets, operations, or conditions, financial or otherwise, of the Borrower, Originating Lender or their Affiliates, or the ability of the Borrower, Originating Lender or their Affiliates to carry out the Borrower's and the Originating Lender's obligations under the Note and Related Documents. The Community and the Community's Affiliates are not in default in any respect in the performance, observance, or fulfillment of any of the obligations, covenants, or conditions contained in any agreement or instrument material to the performance of the Note and Related Documents.
3. Sufficient Funds. The Community has or will make available sufficient funds to finance the Community Buydown Amount or Community In-kind Commitment Amount. This includes pledging revenue producing mechanisms which the Community is statutorily authorized to pledge or impose. Revenue producing mechanisms include but are not limited to any bond or mill levy or other tax which may be pledged or imposed for the purpose of economic development.
4. Source of Funds. The Community Buydown Amount or Community In-kind Commitment Amount does not nor will it ever be derived directly or indirectly from a loan, grant or gift from the Borrower or the Borrower's Affiliate or a contribution from Originating Lender or Originating Lender's Affiliate which is greater than the Originating Lender or its Affiliate would normally contribute to the Community's economic development efforts. The Community Buydown Amount may be in the form of a loan. Interest may begin to accrue, however, no repayment of principal or interest on the Community loan may commence until the PACE interest buydown amount has been fully expended.
5. Litigation. There is no pending or threatened action or proceeding against or affecting the Community before any court, governmental agency, or arbitrator, which may, in any one case or in the aggregate, materially adversely affect the ability of the Community to perform its obligation under the Note and Related Documents to which it is a party.
6. No Defaults on Outstanding Judgments or Orders. The Community has satisfied all judgments, and is not in default with respect to any judgment, writ, injunction, decree, rule, or regulation or any court, arbitrator, or federal, state, municipal, or other governmental authority, commission, board, bureau, agency, or instrumentality, domestic or foreign, which materially adversely affects the ability of the Community to perform its obligation under the Note and Related Documents to

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which it is a party.

ARTICLE IV

AFFIRMATIVE COVENANTS

SECTION 4.01. Notice of Adverse Actions. So long as the Loan remains unpaid, all parties to this Agreement shall promptly after the commencement thereof, provide all parties notice of all actions, suits, and proceedings before any court or governmental department, commission, board, bureau, agency, or instrumentality, domestic or foreign, affecting the parties which could have a material adverse effect on the Community's ability to perform under the Note and Related Documents.

SECTION 4.02. Obligation to Resolve Disputes. It is the intent of all parties to this Agreement that conflicts or potential conflicts and circumstances or situations which arise which are not considered herein, be resolved at the most informal level possible and to the mutual benefit of each party to the extent possible.

SECTION 4.03. Program Requirements. So long as the Note is participating in the PACE Program:

1. Job Creation: - Job creation is not necessarily a requirement of the Flex PACE or Flex PACE for Affordable Housing Programs, but will be tracked for informational purposes. The Borrower will show evidence of the level of employment created and maintained in North Dakota for the duration of this Agreement. At the request of the BND, the Borrower shall complete a recipient report to verify employment levels, and such other evidence as BND may request from the Borrower.
2. Donations, Gifts or Loans. The Borrower has not nor will it ever make directly or indirectly a loan, grant or gift to the Originating Lender, Community, or their Affiliates, which will be used to secure, promote or otherwise influence, the Originating Lender's or Community's ability or desire to make available Loan funds under the PACE Program.

ARTICLE V

CONDITIONS PRECEDENT

SECTION 5.01. Condition Precedent to this Agreement. The obligation of BND under this Agreement is subject to the condition precedent that BND shall have received on or before the day of the Loan each of the following, in form and substance satisfactory to BND and its counsel:

1. Evidence of all Corporate Action by the Community. BND may request certified copies of all corporate action taken by the Community, including resolutions of its Board of Directors, or certified copies of the official minutes of the appropriate governing body, or the equivalent thereof, authorizing the execution, delivery, and performance of the Buydown Documents to which it is a party and each other document to be delivered pursuant to this Agreement.
2. Opinion of Counsel for the Community. A favorable opinion of counsel for the Community in substantially the form of Exhibit B and as to such other matters as BND may reasonably request. Exhibit B shall also certify the names and true signatures of the officers of the Community authorized to sign the Buydown Documents to which it is a party and each other document to be delivered by the Community under this Agreement.
3. Buydown Documents as required by the PACE Program from all parties to this Agreement.

SECTION 5.02. Notification to Originating Lender. Upon satisfaction of the conditions, BND shall notify the Originating Lender in writing that all conditions have been satisfied for the Loan's participation in the PACE Program.

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ARTICLE VI

MISCELLANEOUS

SECTION 6.01. Amendments, Etc. No amendment, modification, termination, or waiver of any provision, nor consent to any departure from this Agreement, shall in any event be effective unless such is in writing and signed by BND and then such waiver or consent shall be effective only in the specific instance and for the specific purpose for which given.

SECTION 6.02. Notices, Etc. All notices and other communications provided for under this Agreement shall be in writing and shall be effective upon the earlier of (a) when actually delivered, (b) when deposited with a nationally recognized overnight courier or (c) if mailed, when deposited in the United State mail, as first class, certified or registered mail postage prepaid, directed to the applicable party at the address specified below, except that notices to BND pursuant to the provisions of Article II shall not be effective until received by BND.

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| Community: | CITY OF FARGO 225 4TH ST N FARGO ND 58102-4809 |
| BND: | BANK OF NORTH DAKOTA PO BOX 5509 BISMARCK, ND 58506-5509 Attention: Commercial Loan Department |
| Borrower: | CONEFLOWER FARMHOUSE LLC 13 8TH ST S FARGO ND 58103 |

Any party may change its address for notices by giving formal written notice to the other parties and specifying that the purpose of the notice is to change the party's address.

SECTION 6.03. No Waiver, Remedies. No failure on BND's part to exercise, and no delay in exercising, any right, power, or remedy under any Buydown Documents shall operate as a waiver thereof; nor shall any single or partial exercise of any right under any Buydown Documents preclude any other or further exercise thereof or the exercise of any other right. The remedies provided in the Buydown Documents are cumulative and not exclusive of any remedies provided by law.

SECTION. 6.04. Successors and Assigns. This Agreement may not be assigned or transferred by either party without the prior consent of BND.

SECTION 6.05. Costs, Expenses, and Attorney Fees. The Community and BND agree to indemnify each other for reasonable fees and out-of-pocket expenses, including attorney fees, in connection with the enforcement of any portion of this Agreement.

SECTION 6.06. Indemnification for Misrepresentation. The Community and BND agree to indemnify each other for any and all loss, payment and additional expense resulting from any misrepresentation or breach of warranty made herein, including any expense and legal fees that might be incurred because of any such misrepresentation or breach of warranty.

SECTION 6.07. Disclosure of Information. The Community hereby consents to the disclosure of all financial, business, and other information about the Community which BND may possess at any time to other lenders participating in the Loan.

SECTION 6.08. Governing Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of North Dakota.

SECTION 6.09. Severability of Provisions. Any provision of any Buydown Document which is prohibited,

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unenforceable, or not authorized in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition, unenforceability, or lack of authorization without invalidating the remaining provisions of the Buydown Documents or affecting the validity, enforceability, or legality of such provision in any other jurisdiction.

SECTION 6.10. Headings. Article and Section headings in the Buydown Documents are included for the convenience of reference only and shall not constitute a part of the applicable Buydown Documents for any other purpose.

SECTION 6.11. Third Party Beneficiary. The parties acknowledge that the Borrower is an intended third party beneficiary of this agreement and, to the extent that funds are available and no determination has been made by a court of competent jurisdiction that this agreement is unenforceable, is entitled to enforce the agreement as provided by N.D.C.C. § 9-02-04.

SECTION 6.12 Document Imaging and Electronic Transactions. All parties hereby acknowledge the receipt of a copy of this Agreement and all other loan documents. BND may, on behalf of parties, create a microfilm or optical disk or other electronic image of this Agreement and any or all of the loan documents. BND may store the electronic image of this Agreement and loan documents in its electronic form and then destroy the paper original as part of BND's normal business practices, with the electronic image deemed to be an original.

Each person signing this Agreement represents and warrants that he or she is duly authorized and has legal capacity to execute and deliver this Agreement. Each party represents and warrants to the other that the execution and delivery of the Agreement and the performance of such party's obligation hereunder have been duly authorized and that the Agreement is a valid and legal agreement binding on such party and enforceable in accordance with its terms.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their respective officers duly authorized, as of the date first above written.

CITY OF FARGO

By: _____

Its: _____

BANK OF NORTH DAKOTA



By:
 Preston Braathen
 Its: Business Banker

CONEFLOWER FARMHOUSE LLC

By: _____

Title: _____

**ESCROW AGREEMENT
PACE PROGRAM**

This Escrow Agreement (the "Agreement") is made between the **BANK OF NORTH DAKOTA** acting on behalf of the PACE program ("BND"), **CITY OF FARGO** (the "Community"), and the **BANK OF NORTH DAKOTA** acting through its Trust Department as Escrow Agent (the "Escrow Agent") for the purpose of receiving and disbursing the Interest Buydown Amount in connection with the loan (the "Loan") made to **CONFLOWER FARMHOUSE LLC** (the "Borrower") by **BORDER BANK** (the "Originating Lender") pursuant to a promissory note dated _____ (the "Note").

BND, the Community and the Escrow Agent hereby agree as follows:

Section 1. Defined Terms. Capitalized terms used in this Agreement and not otherwise defined shall have the meanings given to them in the Interest Buydown Agreement. As used in this Agreement, the following terms have the following meanings (terms defined in the singular to have the same meaning when used in the plural and vice versa):

Agreement - means this Escrow Agreement, as amended, supplemented, or modified from time to time.

Borrowing Rate - means the interest rate to be paid by the Borrower after subtracting the Interest Buydown Amount from the interest expense which will accrue at the initial Yield Rate over the life of the PACE commitment as set forth on the payment schedule labeled Exhibit A. If the terms of the Note provide for a variable or adjustable rate structure, the Borrowing Rate may vary over the term of the Note depending upon the periodic adjustment of the rate index over the term of the Loan, but in no event will it be less than the minimum rate set forth in the Note.

BND Buydown Amount - means the portion of the Interest Buydown Amount to be paid by BND as set forth on the payment schedule labeled Exhibit A.

Buydown Documents – means this Agreement, the Interest Buydown Agreement, Addendum to Promissory Note PACE Program, and any related documents, attachments or schedules incorporated therein.

Community Buydown Amount - means the portion of the Interest Buydown Amount to be paid by the Community and set forth on the attached payment schedule labeled Exhibit A.

Community In-kind Commitment Amount - means the amount of "in-kind" commitment made by the Community, if any, to match the BND Buydown Amount to be paid by BND as provided by the PACE Program. The "in-kind" Community Commitment Amount is provided by the Community in lieu of its cash portion of the Interest Buydown Amount, and is a contribution towards total costs of the Borrower's project in a form acceptable to BND. The payment schedule labeled Exhibit A specifies the Community Commitment Amount, if any.

Escrow Agent – means Bank of North Dakota acting through its Trust Department.

Escrow Agreement - Agreement by which the payments to retire the Interest Buydown Amount is to be administered by the Escrow Agent.

Flex PACE Program – means the program option within the PACE Program which provides an interest buydown to borrowers that do not meet the states definition of a primary sector business but does meet other needs as determined appropriate by the Community.

Flex PACE Affordable Housing Program – means the program option within the PACE Program which provides an interest buydown to borrowers for the permanent financing of affordable multi-family housing units within the Community.

Interest Buydown Amount – means the actual amount to be paid by the Escrow Agent on behalf of the Borrower over the life of the Note to buy down the Yield Rate to the Borrowing Rate as

set forth in the payment schedule labeled Exhibit A.

The Interest Buydown Amount includes the BND Buydown Amount and the Community Buydown Amount unless all or any portion of the Community's cash portion is made in the form of an "in-kind" Community Commitment Amount, then the Interest Buydown Amount may only consist of the BND Buydown Amount. The Interest Buydown Amount shall not exceed the interest Buydown Amount per the payment schedule labeled Exhibit A.

The Interest Buydown Amount has been based upon the Yield Rate at the time of closing, unless otherwise agreed to in writing by Originating Lender, BND, and the Borrower. The Interest Buydown Amount shall not vary, and subject to the terms and conditions of the PACE Program it shall be paid on the basis of a set stream of payments as defined under the column entitled INTEREST EXPENSE DIFF. DUE TO BUYDOWN as listed on the payment schedule labeled Exhibit A.

Interest Rate Reduction - means each scheduled payment to be paid by Escrow Agent from Escrow Account as set forth in the payment schedule labeled Exhibit A.

PACE Program – means the "Partnership in Assisting Community Expansion Program" and includes loans approved under PACE Program options for PACE, Flex PACE or Flex PACE for Affordable Housing.

Payment Schedule - means Exhibit A which may be updated and supplemented from time to time by BND.

Yield Rate - means the interest rate on the Note which, at any point in time when there is a default, may include the default rate as that term is defined in the Note.

Section 2. Receipt of Interest Buydown. BND and the Community agree to deliver to the Escrow Agent the amount as set out and described in the payment schedule –labeled Exhibit A in the amounts and on the dates indicated, subject to this Agreement.

Section 3. Disbursement of the Interest Buydown Amount. The Escrow Agent agrees to disburse the Interest Buydown Amount to Originating Lender in the amounts and on the dates as set out and described in the payment schedule labeled Exhibit A, subject to this Agreement.

Section 4. Notice from BND. Upon notice of receipt of Loan payment according to the terms of the Note, notice from BND, the Escrow Agent shall disburse the Interest Buydown Amount to the Originating Lender in the amounts as set out in the payment schedule labeled Exhibit A. If on the date the Loan payment is received by BND, the Escrow Agent has not received all or any part of the Community's share of the Interest Buydown Amount as indicated on the payment schedule labeled Exhibit A, the Escrow Agent shall not disburse either the BND Buydown Amount or and the Community Buydown Amount, to the Originating Lender.

In the event that all parties to this Agreement have consented that the Community will provide a Community In-Kind Commitment Amount in lieu of all or some part of its cash portion of the Interest Buydown Amount, the Escrow Agent shall disburse the Interest Buydown Amount to the Originating Lender in the amounts as set out in the payment schedule labeled Exhibit A.

Section 5. Notice of Suspension of Disbursement of Interest Buydown Amount. Upon notice by BND to the Escrow Agent that payments of the Interest Buydown Amount are to be suspended, the Escrow Agent will not make any further disbursements of the Interest Buydown Amount to the Originating Lender, until the Escrow Agent receives notice from BND, directing the Escrow Agent to resume disbursing the Interest Buydown Amount upon receipt of a notice for payment.

Section 6. Notice of Final Disbursal and Termination. Upon final Interest Rate Reduction disbursement or termination of the Interest Buydown Agreement, the Escrow Agent will disburse any remaining amounts held under this Agreement to the Community and the PACE Fund according to their respective shares of the remaining balance. This Agreement will be considered terminated upon return of funds or final Interest Rate Reduction disbursement and shall have no further duties or obligations to

any party other than, upon request, to provide a final accounting of receipts and disbursements.

Section 7. Duties of Escrow Agent, Reliance on Notices. The Escrow Agent shall not be liable as Escrow Agent except for the performance of such duties as are specifically set out in this Agreement to be performed by the Escrow Agent and the Escrow Agent may conclusively rely, as to the truth of the statements expressed in any notice, in the absence of bad faith on the part of the Escrow Agent, upon notices conforming to the requirements of this Agreement. No provision of this Agreement shall be construed to relieve the Escrow Agent from liability for its own negligent action, its own negligent failure to act, or its own willful misconduct, except that the Escrow Agent shall at all times be protected from liability for any error or judgment made in good faith by a responsible officer or officers unless it shall be proved that the Escrow Agent was negligent in ascertaining the pertinent facts and the Escrow Agent shall at all times be protected with respect to any action taken or omitted to be taken by it in good faith and in accordance with the directions contained in a notice received by the Escrow Agent pursuant to this Agreement. The Escrow Agent shall also be protected when acting in good faith and upon advice of its counsel.

Section 8. Fees and Costs. The Escrow Agent shall be entitled to receive fees, in such amounts as it may establish from time to time, and to be reimbursed for its costs, including attorney's fees, for the performance of its duties under this Agreement.

Section 9. Notice. All notices, demands and requests to be given or made under this Agreement, if in writing, shall be properly made if sent by United States mail, postage prepaid, and addressed as follows:

| | |
|---------------|---|
| Community: | CITY OF FARGO 225 4TH ST N FARGO ND 58102-4809 |
| BND: | BANK OF NORTH DAKOTA, Agent PO BOX 5509 BISMARCK, ND 58506-5509 Attention: Financial Institutions Market |
| Escrow Agent: | BANK OF NORTH DAKOTA, Escrow Agent PO BOX 5509 BISMARCK, ND 58506-5509 Attention: Trust Department |
| Lender: | BORDER BANK 3203 32ND AVE S SUITE 201 FARGO ND 58103 |

Any of the above parties may change the address listed for it at any time upon written notice of such change sent by United States mail, postage prepaid, to each of the other parties.

Section 10. Amendments. No amendment, modification, termination, or waiver of any provision, nor consent to any departure from this Agreement shall in any event be effective unless in writing and signed by all parties and then such waiver, consent or amendment shall be effective only in the specific instance and for the specific purpose for which given.

Section 11. Governing Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of North Dakota.

Section 12. Severability of Provisions. Any provision of this Agreement which is prohibited or unenforceable by law shall be deemed severable to the extent of such prohibition or unenforceability without invalidating the remaining provisions of this Agreement.

Section 13. Headings. Article and Section headings in this Agreement are for the convenience of reference only and shall not constitute a part of this Agreement for any other purpose.

Section 14. No Waiver; Remedies. No failure on the part of the Escrow Agent to exercise, and no delay in exercising, any right, power, or remedy under this Agreement shall operate as a waiver thereof; nor shall any single or partial exercise of any right under this Agreement preclude any other or further exercise thereof or the exercise of any other right. The remedies provided in this Agreement are cumulative and are not exclusive of any remedies provided by law.

Section 15. Document Imaging and Electronic Transactions. All parties hereby acknowledge the receipt of a copy of this Agreement and all other loan documents. BND may, on behalf of parties, create a microfilm or optical disk or other electronic image of this Agreement and any or all of the loan documents. BND may store the electronic image of this Agreement and loan documents in its electronic form and then destroy the paper original as part of BND's normal business practices, with the electronic image deemed to be an original.

Each person signing this Agreement represents and warrants that he or she is duly authorized and has legal capacity to execute and deliver this Agreement. Each party represents and warrants to the other that the execution and delivery of the Agreement and the performance of such party's obligation hereunder have been duly authorized and that the Agreement is a valid and legal agreement binding on such party and enforceable in accordance with its terms.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their respective officers duly authorized, as of the date first above written.

BANK OF NORTH DAKOTA, BND

CITY OF FARGO

By: 

By: _____

Preston Braathen
Title: Business Banker

Title: _____

BANK OF NORTH DAKOTA, Escrow Agent



Title: ESCROW OFFICER

Please select Community's preferred billing option:

- One-Time Payment (PV)
- Annually
- Semi-Annually
- Quarterly
- Monthly
- In-Kind

Renaissance Zone Property
Tax Exemption

**COMMUNITY PACE
INTEREST BUYDOWN AUTHORIZATION**

The **CITY OF FARGO** (the Community) has approved its participation in the PACE Program for a loan to **CONFLOWER FARMHOUSE LLC** (the Borrower) and has made the necessary provisions to match the BND Buydown Amount to be paid by Bank of North Dakota (BND) as required by the program.

The total PACE benefit to the Borrower and the breakdown to the Community and BND are detailed in the payment schedule labeled Exhibit A.

The Borrower's rate will be bought down approximately **5.00** percent below the Yield Rate as defined in the Escrow Agreement Pace Program at the time of closing of the Loan to the Borrower, unless otherwise agreed to in writing.

The Community Authorized Representative signing this Authorization represents and warrants that he or she is duly authorized and has legal capacity to execute and deliver this Authorization and that this Authorization is a valid, legal and binding on the Community and enforceable in accordance with its terms of this Authorization.

The Community shall provide an Opinion of Counsel in a form satisfactory to BND verifying the Community has taken appropriate action and has authority for its participation in the PACE Program.

CITY OF FARGO
Community Authorized Representative

(Please type or print name above)

OFFICE OF THE CITY ATTORNEY
FARGO, NORTH DAKOTA

ORDINANCE NO. _____

- 1 c. Where practical and appropriate, adjacent land uses and developments, including
2 but not limited to residential developments, retail shopping centers, office
3 buildings.

4 Upon redevelopment, the following shall also apply:

- 5 1. Ground floor facades that face public streets shall have arcades, display windows, entry
6 areas, awnings, or other such features along no less than 50 percent of their horizontal
7 length. If the facade facing the street is not the front, it shall include the same features
8 and/or landscaping in scale with the facade.
- 9 2. Dumpsters and outdoor storage areas must be completely screened from view. Collection
10 area enclosures shall contain permanent walls on three (3) sides. The fourth side shall
11 incorporate a gate to visually screen the dumpster or compactor.
- 12 3. The following use(s) are prohibited:
- 13 a. Detention Facilities
 - 14 b. Adult Entertainment Center
 - 15 c. Vehicle Repair
 - 16 d. Vehicle Service
 - 17 e. Industrial Service
 - 18 f. Manufacturing and Production
 - 19 g. Warehouse and Freight Movement
 - 20 h. Aviation/Surface Transportation
 - 21 i. Self-service Storage
 - 22 j. Outdoor Entertainment
- 23 4. The following types of Signage are prohibited:
- a. Portable signs; as defined by section 20-1308 of the Land Development Code
 - b. Off-premise Advertising
 - c. Pylon or Pole freestanding signs

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. _____

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

Timothy J. Mahoney, M.D., Mayor

(SEAL)

Attest:

Angie Bear, Deputy City Auditor
on behalf of City Auditor

First Reading:
Second Reading:
Final Passage:

2

OFFICE OF THE CITY ATTORNEY
FARGO, NORTH DAKOTA

ORDINANCE NO. _____

AN ORDINANCE REZONING A CERTAIN PARCEL
OF LAND LYING IN MEHL/FIRST 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 rezoning of certain parcels of land lying in Mehl/First Addition to the City of Fargo, Cass County, North Dakota; and,

WHEREAS, the Fargo Planning Commission recommended approval of the rezoning request on February 3, 2026; and,

WHEREAS, the rezoning changes were approved by the City Commission on March 2, 2026,

NOW, THEREFORE,

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

Section 1. The following described property:

Lot One (1) excluding South ½ and West 30’ of North ½, Block Two (2) of Mehl/First Addition to the City of Fargo, Cass County, North Dakota;

is hereby rezoned from “MR-3”, Multi-Dwelling Residential, District, to “LC”, Limited Commercial, District with a “C-O”, Conditional Overlay as follows:

1. This Conditional Overlay is intended to provide for a higher quality of design than is afforded by the City of Fargo Land Development Code regarding the future commercial development.
2. All primary buildings shall be constructed or clad with materials that are durable, economically- maintained, and of a quality that will retain their appearance over time, including but not limited to natural or synthetic stone; brick; stucco; integrally- colored, textured or glazed concrete masonry units; high-quality pre- stressed concrete systems; or

OFFICE OF THE CITY ATTORNEY
FARGO, NORTH DAKOTA

ORDINANCE NO. _____

glass. Natural wood or wood paneling shall not be used as a principal exterior wall material, but durable synthetic materials with the appearance of wood may be used.

- 1 3. Color schemes shall tie building elements together, relate pad buildings within the same
2 development to each other, and shall be used to enhance the architectural form of a
3 building.
- 4 4. All building facades greater than 150 feet in length, measured horizontally, shall
5 incorporate wall plane projections or recesses having a depth of at least three percent of
6 the length of the facade and extending at least 20 percent of the length of the facade. No
7 uninterrupted length of any facade shall exceed 150 horizontal feet. An articulated façade
8 would emphasize elements on the face of a wall including change in setback, materials,
9 roof pitch or height.
- 10 5. Flat roofs and rooftop mechanical equipment, such as HVAC units, shall be concealed
11 from public view at ground level by parapets or other enclosures. The average height of
12 such parapets shall not exceed fifteen percent of the height of the supporting wall.
- 13 6. Loading facilities shall not be located at the front of structures where it is difficult to
14 adequately screen them from view. All loading and service areas shall be screened from
15 the view of adjacent public streets through a structure and/or landscaping.
- 16 7. Dumpsters and outdoor storage areas must be completely screened from view. Collection
17 area enclosures shall contain permanent walls on three (3) sides. The fourth side shall
18 incorporate a gate to visually screen the dumpster or compactor.
- 19 8. Site Design.

20 Separate vehicular and pedestrian circulation systems shall be provided. Adjacent
21 properties may share pedestrian circulation systems that connect to public sidewalks with
22 Zoning Administrator approval. An on-site system of pedestrian walkways shall be
23 provided between building entrances and the following:

- a. Parking lots or parking structures
- b. Any public sidewalk or multi-use path along the perimeter of the lot



3

MEMORANDUM

TO: BOARD OF CITY COMMISSIONERS

FROM: AUDITOR'S OFFICE

DATE: MARCH 16, 2026

SUBJECT: GAMES OF CHANCE APPLICATIONS

Please find attached the Applications for Games of Chance.

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



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

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

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

ORGANIZATION INFO

| | | | |
|--|---|---|--------------------------|
| Name of Organization or Group FMWF Chamber of Commerce | | Dates of Activity (Does not include dates for the sales of tickets) July 15, 2026 | |
| Organization or Group Contact Person Nicolette Bresnahan | E-mail nbresnahan@fmwfchamber.com | Telephone Number 701-490-2447 | |
| Business Address 3312 42nd St. S Suite 101 | City Fargo | State ND | ZIP Code 58102 |
| Mailing Address (if different) | City | State | ZIP Code |

SITE INFO

| | |
|--|--------------------------|
| Site Name Edgewood Gold Course | County Cass |
| Site Physical Address 19 Golf Course Rd. | 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.)
Gold Ball Drop Raffle - 7/15/2026

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

| Game Type | Description of Prize | Exact Retail Value of Prize |
|---------------|------------------------------------|-----------------------------|
| Raffle/Chance | 1st closest to the hole | \$5000 |
| Raffle/Chance | 2nd closest to the hole | \$1000 |
| | | TOTAL = \$6,000 |
| | Total (limit \$50,000 per year) | \$ |

ADDITIONAL REQUIRED INFORMATION

Intended Uses of Gaming Proceeds
see attached sheet

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: **\$8,500** (This amount is part of the total prize limit for \$50,000 per fiscal year)

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

| | | |
|---|---|---|
| Printed Name of Organization Group's Permit Organizer Nicolette Bresnahan | Telephone Number 701-490-2447 | E-mail Address nbresnahan@fmwfchamber.com |
| Signature of Organization Group's Permit Organizer <i>Nicolette Bresnahan</i> | Title Senior Vice President Vice President of Events and Programs | Date 2/26/2026 |

pd ✓



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 Phi Delta Theta | | Dates of Activity (Does not include dates for the sales of tickets) 4/18/2026 | |
| Organization or Group Contact Person Grayden Peterson | E-mail gmpson29@gmail.com | Telephone Number (605)-310-3768 | |
| Business Address 1401 Administrative Ave, PO 6050 | City Fargo | State ND | ZIP Code 58102 |
| Mailing Address (if different) | City | State | ZIP Code |

SITE INFO

| | |
|--|--------------------------|
| Site Name ChurchillField | County Cass |
| Site Physical Address 1306 Centennial Blvd | City Fargo |
| | State ND |
| | ZIP Code 58102 |

Provide the exact date(s) & frequency of each event & type (Ex. Bingo every Friday 10/1-12/31, Raffle - 10/30, 11/30, 12/31, etc.)
Raffle on April 18th, 2026

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

| Game Type | Description of Prize | Exact Retail Value of Prize |
|------------------------------------|--|-----------------------------|
| Raffle | F-M Redhawks Vouchers | \$34 |
| Raffle | Suite Shots Bundle, \$25 coupon & BOGO Hour Free (2x) | \$100-\$125 |
| Total (limit \$50,000 per year) | | \$ \$134 - \$159 |

ADDITIONAL REQUIRED INFORMATION

Intended Uses of Gaming Proceeds
We are hosting a 5k to raise money for ALS, we are using a raffle at the end to say thanks to those who came out.

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 Grayden Peterson | Telephone Number (605)-310-3768 | E-mail Address gmpson29@gmail.com |
| Signature of Organization Group's Permit Organizer | Title President, Philanthropy Chair, Social Chair | Date 3/4/2026 |



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 Red River Range Marksmanship Center | | Dates of Activity (Does not include dates for the sales of tickets) September 19, 2026 | |
| Organization or Group Contact Person Terri Suchy | E-mail tsuchy@rrrmc.com | Telephone Number 701 356 0677 | |
| Business Address 640 16 Street North East | City West Fargo | State ND | ZIP Code 58078 |
| Mailing Address (if different) | City | State | ZIP Code |

SITE INFO

| | |
|---|--------------------------|
| Site Name Ramada Conference Center | County Cass |
| Site Physical Address 3333 13th Ave South | 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.)
September 19, 2026

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

| Game Type | Description of Prize | Exact Retail Value of Prize |
|---------------|--|-----------------------------|
| Raffle | Howa 1500 6.5 Creedmore Bolt Action Rifle with Scope and Case | \$1929.99 |
| | | |
| | | |
| | Total (limit \$50,000 per year) | \$ |

ADDITIONAL REQUIRED INFORMATION

Intended Uses of Gaming Proceeds
Fundraising to help create a safe physical environment that offers high quality education and training with reliable equipment, materi

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 Terri Suchy | Telephone Number 701 356 0677 | E-mail Address tsuchy@rrrmc.com |
| Signature of Organization Group's Permit Organizer | Title Operations Manager | Date 3/11/26 |



4

MEMORANDUM

TO: BOARD OF CITY COMMISSIONERS

FROM: AUDITOR'S OFFICE

DATE: MARCH 16, 2026

SUBJECT: GAMING SITE AUTHORIZATIONS

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

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



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

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

Full, Legal Name of Gaming Organization
Fargo Park District 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
CJ's Tavern

| | | | |
|--|----------------------|--------------------------|-----------------------|
| Street 1500 East Rose Creek Pkwy S | City Fargo | ZIP Code 58104 | County Cass |
|--|----------------------|--------------------------|-----------------------|

| | | |
|---|---|---|
| Beginning Date(s) Authorized 7/1/26 | Ending Date(s) Authorized 6/30/27 | 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)
Conducted in East Room/Played-2nd floor and event center except bathrooms and employee area

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

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 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) |
|---|---------------------------------|

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 3/16/26 |
|-----------------------------------|------------------------|

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
Fraser, Ltd.

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
Space Aliens

| | | | |
|---|----------------------|--------------------------|-----------------------|
| Street 1840 45th Street South | City Fargo | ZIP Code 58103 | County Cass |
|---|----------------------|--------------------------|-----------------------|

| | | |
|---|---|---|
| Beginning Date(s) Authorized 7/1/26 | Ending Date(s) Authorized 6/30/27 | 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)
Southwest corner of bar area, Northeast corner of bar area

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

RESTRICTIONS FOR CITY/COUNTY USE ONLY

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

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

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

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 3/16/26 |

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
Fraser, Ltd.

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
Spicy Pie

| | | | |
|-------------------------------------|----------------------|--------------------------|-----------------------|
| Street 322 Broadway North | City Fargo | ZIP Code 58102 | County Cass |
|-------------------------------------|----------------------|--------------------------|-----------------------|

| | | |
|---|---|--|
| Beginning Date(s) Authorized 7/1/26 | Ending Date(s) Authorized 6/30/27 | 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)
Northwest wall next to the Coke cooler

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 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) |
|---|---------------------------------|

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 3/16/26 |
|-----------------------------------|------------------------|

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
Homeward Animal Shelter

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

Name of Location
The Four and Four

| | | | |
|---|----------------------|--------------------------|-----------------------|
| Street 404 4th Ave N Suite #2 | City Fargo | ZIP Code 58102 | County Cass |
|---|----------------------|--------------------------|-----------------------|

| | | |
|---|--|--|
| Beginning Date(s) Authorized 04/23/2026 | Ending Date(s) Authorized 04/23/2026 | 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)
Event space

If conducting Raffle or Poker activity provide date(s) or month(s) of the event(s) if known
04/23/2026 One day event

RESTRICTIONS FOR CITY/COUNTY USE ONLY

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

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

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

| | |
|--|---|
| Days of week of gaming operations (if restricted) Thurs 04/23/2026 | Hours of gaming (if restricted) 5PM - 8PM |
|--|---|

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

APPROVALS

| | |
|-----------------------------------|------|
| Attorney General | Date |
| Signature of City/County Official | Date |

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

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

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

Full, Legal Name of Gaming Organization
 Horse Race North Dakota

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

| | | | |
|--|--------------------------------------|--|----------------|
| Name of Location Casa Mexico | | | |
| Street 4900 13 th Ave S, Suite 1 | City Fargo | ZIP Code 58103 | County Cass |
| Beginning Date(s) Authorized 3/17/26 | Ending Date(s) Authorized 6/30/27 | 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 location excluding restrooms | | | |
| If conducting Raffle or Poker activity provide date(s) or month(s) of the event(s) if known | | | |

RESTRICTIONS FOR CITY/COUNTY USE ONLY

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

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

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

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

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

APPROVALS

| | |
|-----------------------------------|-----------------|
| Attorney General | Date |
| Signature of City/County Official | Date 3/16/26 |

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 (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 ALIBI | | | |
| Street 1340 21ST AVE S | City FARGO | ZIP Code 58104 | County CASS |
| Beginning Date(s) Authorized 7/1/2026 | Ending Date(s) Authorized 6/30/2027 | Number of Twenty-One tables, if zero, enter "0" 3 | |
| 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 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 3/16/26 |
| PRINT Name and official position of person signing on behalf of city/county above Michelle Vanyo Records Admin/Deputy City Clerk | |

INSTRUCTIONS:

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

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

Full, Legal Name of Gaming Organization
METRO SPORTS FOUNDATION

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

Name of Location
Brewtus Clubhouse

| | | | |
|---|---|--|-----------------------|
| Street 4400 CLUBHOUSE DR | City FARGO | ZIP Code 58104 | County CASS |
| Beginning Date(s) Authorized 7/1/2026 | Ending Date(s) Authorized 6/30/2027 | Number of Twenty-One tables, if zero, enter "0" 0 | |

Specific location where games of chance will be conducted and played at the site (required)
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 type="checkbox"/> Bingo | <input type="checkbox"/> Club Special | <input type="checkbox"/> Sports Pools |
| <input type="checkbox"/> ELECTRONIC Quick Shot Bingo | <input type="checkbox"/> Tip Board | <input type="checkbox"/> Twenty-One |
| <input type="checkbox"/> Raffles | <input type="checkbox"/> Seal Board | <input type="checkbox"/> Poker |
| <input type="checkbox"/> ELECTRONIC 50/50 Raffle | <input type="checkbox"/> Punchboard | <input type="checkbox"/> Calcuttas |
| <input type="checkbox"/> Pull Tab Jar | <input type="checkbox"/> Prize Board | <input type="checkbox"/> Paddlewheel with Tickets |
| <input 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 3/16/26 |

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 (2-2023)

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

Full, Legal Name of Gaming Organization
METRO SPORTS FOUNDATION

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

Name of Location
SCHEELS ARENA

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

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

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

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

RESTRICTIONS FOR CITY/COUNTY USE ONLY

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

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

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

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

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APPROVALS

| | |
|-----------------------------------|------------------------|
| Attorney General | Date |
| Signature of City/County Official | Date 3/16/26 |

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

INSTRUCTIONS:

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

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

Full, Legal Name of Gaming Organization
METRO SPORTS FOUNDATION

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

Name of Location
THE BOWLER

| | | | |
|------------------------------------|----------------------|--------------------------|-----------------------|
| Street 2630 S UNIVERSITY | City FARGO | ZIP Code 58103 | County CASS |
|------------------------------------|----------------------|--------------------------|-----------------------|

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

Specific location where games of chance will be conducted and played at the site (required)
MACHINES AND TABLES ARE LOCATED IN THE BAR AREA. 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 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 checked="" type="checkbox"/> Paddlewheel with Tickets |
| <input type="checkbox"/> Pull Tab Dispensing Device | <input type="checkbox"/> Prize Board Dispensing Device | <input checked="" type="checkbox"/> Paddlewheel Table |
| <input checked="" type="checkbox"/> ELECTRONIC Pull Tab Device | | |

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

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APPROVALS

| | |
|-----------------------------------|------------------------|
| Attorney General | Date |
| Signature of City/County Official | Date 3/16/26 |

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

INSTRUCTIONS:

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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
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
Bison Turf

| | | | |
|--------------------------------------|----------------------|--------------------------|-----------------------|
| Street 211 N University Dr | City Fargo | ZIP Code 58102 | 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 checked="" type="checkbox"/> Twenty-One |
| <input checked="" type="checkbox"/> Raffles | <input type="checkbox"/> Seal Board | <input type="checkbox"/> Poker |
| <input type="checkbox"/> ELECTRONIC 50/50 Raffle | <input type="checkbox"/> Punchboard | <input type="checkbox"/> Calcuttas |
| <input checked="" type="checkbox"/> Pull Tab Jar | <input checked="" type="checkbox"/> Prize Board | <input type="checkbox"/> Paddlewheel with Tickets |
| <input checked="" type="checkbox"/> Pull Tab Dispensing Device | <input type="checkbox"/> Prize Board Dispensing Device | <input 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 3/16/26 |

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
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
Dempsey's

| | | | |
|---|--|--|-----------------------|
| Street 226 Broadway | City Fargo | ZIP Code 58102 | 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" 1 | |

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

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

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

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 3/16/26 |
| 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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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
Tailgator's

| | | | |
|---|--|--|-----------------------|
| Street 1322 Main Ave | 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" 1 | |

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

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

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

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| | |
|--|------------------------|
| Attorney General | Date |
| Signature of City/County Official | Date 3/16/26 |
| 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
Team Makers Club, 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 Fargo Dome | | | |
| Street 1800 N University Dr | City Fargo | ZIP Code 58102 | 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 and adjacent parking areas | | | |
| 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 type="checkbox"/> Bingo | <input type="checkbox"/> Club Special | <input type="checkbox"/> Sports Pools |
| <input type="checkbox"/> ELECTRONIC Quick Shot Bingo | <input type="checkbox"/> Tip Board | <input type="checkbox"/> Twenty-One |
| <input checked="" type="checkbox"/> Raffles | <input type="checkbox"/> Seal Board | <input type="checkbox"/> Poker |
| <input type="checkbox"/> ELECTRONIC 50/50 Raffle | <input type="checkbox"/> Punchboard | <input type="checkbox"/> Calcuttas |
| <input type="checkbox"/> Pull Tab Jar | <input type="checkbox"/> Prize Board | <input type="checkbox"/> Paddlewheel with Tickets |
| <input type="checkbox"/> Pull Tab Dispensing Device | <input type="checkbox"/> Prize Board Dispensing Device | <input type="checkbox"/> Paddlewheel Table |
| <input 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 3/16/26 |

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

Team Makers Club, 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 Fort Noks Bar of Gold | | | |
| Street 52 Broadway N. | City Fargo | ZIP Code 58102 | 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" 1 | |
| Specific location where games of chance will be conducted and played at the site (required) Entire bar area, 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

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

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

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

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

Full, Legal Name of Gaming Organization
Team Makers Club, 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 Frank's Lounge | | | |
| Street 2640 52nd Ave S | City Fargo | ZIP Code 58104 | 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 bar area, 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

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

- | | | |
|--|--|---|
| <input checked="" type="checkbox"/> Bingo | <input type="checkbox"/> Club Special | <input type="checkbox"/> Sports Pools |
| <input type="checkbox"/> ELECTRONIC Quick Shot Bingo | <input type="checkbox"/> Tip Board | <input checked="" type="checkbox"/> Twenty-One |
| <input checked="" type="checkbox"/> Raffles | <input type="checkbox"/> Seal Board | <input type="checkbox"/> Poker |
| <input type="checkbox"/> ELECTRONIC 50/50 Raffle | <input type="checkbox"/> Punchboard | <input type="checkbox"/> Calcuttas |
| <input checked="" type="checkbox"/> Pull Tab Jar | <input 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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|-----------------------------------|------------------------|
| Attorney General | Date |
| Signature of City/County Official | Date 3/16/26 |

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

Team Makers Club, 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

Lucky's 13 Pub

| | | | |
|----------------------------------|----------------------|--------------------------|-----------------------|
| Street 4301 17th Ave S | 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 lounge and dining area, 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

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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 type="checkbox"/> Twenty-One |
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| <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 3/16/26 |

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

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

Full, Legal Name of Gaming Organization

Team Makers Club, 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

Sanford Health Athletic Complex - Sheeel's Arena (SHAC)

| | | | |
|---|--|--|-----------------------|
| Street 1600 N University Dr | City Fargo | ZIP Code 58102 | 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 and adjacent parking areas

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

Hours of gaming (if restricted)

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| | |
|-----------------------------------|-----------------|
| Attorney General | Date |
| Signature of City/County Official | Date 3/16/26 |

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PUBLIC WORKS PROJECTS EVALUATION COMMITTEE



Project No.: QR-27-A1 Type: Preliminary Engineering Reimbursement Agreement
NDDOT Project No.: SS-8-294(007)000 PCN 24196

Location: 12th Avenue North Date of Hearing: 3/9/2026

Table with 2 columns: Routing, Date. Rows include City Commission, PWPEC File, Project File with corresponding dates and names.

The Committee reviewed the accompanying correspondence from Division Engineer, Jeremy Gorden, regarding a Preliminary Engineering Reimbursement Agreement with NDDOT for a bridge rehabilitation project we have slated for the 2027 construction season.

The agreement is standard and states to the NDDOT that we are 100% on board with this project, that we are a partner with them on this important project, but if for whatever reason the City unilaterally and voluntarily stops and terminates the project, we will reimburse the NDDOT for any and all costs that have been incurred.

Staff is recommending approval of the Preliminary Engineering Reimbursement Agreement.

On a motion by Susan Thompson, seconded by Nicole Crutchfield, the Committee voted to recommend approval of the Preliminary Engineering Reimbursement Agreement with the NDDOT.

RECOMMENDED MOTION

Concur with recommendations of PWPEC and approve the Preliminary Engineering Reimbursement Agreement with the NDDOT.

PROJECT FINANCING INFORMATION:

Recommended source of funding for project: Sales Tax

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

Table with 2 columns: Yes, No. Rows contain N/A responses.

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

Table with 4 columns: Present, Yes, No, Unanimous. Contains checkmarks for each committee member.

ATTEST:

C: Kristi Olson

Signature of Tom Knakmuhs, P.E.
Tom Knakmuhs, P.E.
City Engineer

Memorandum

To: Members of PWPEC
From: Jeremy M. Gorden, PE, PTOE
Division Engineer – Transportation
Date: March 3, 2026
Re: Preliminary Engineering Reimbursement Agreement with NDDOT
City of Fargo Project No. QR-27-A
NDDOT Project No. SS-8-294(007)000 PCN 24196

Background:

I have attached a “Preliminary Engineering Reimbursement Agreement” from the NDDOT for a bridge rehabilitation project we have slated for the 2027 construction season. The project is estimated at \$750,000, and we will be responsible for 10% of that total.

This agreement is basic in nature and what it does is state to the NDDOT that we are 100% on board with this project, that we are a partner with them on this important project, but if for whatever reason the City unilaterally and voluntarily stops and terminates the project, we will reimburse the NDDOT for any and all costs that have been incurred for the project. I don’t foresee this occurring, so I’m confident that this agreement will be just a formality.

The preliminary scope of work for the project is as follows:

- Expansion Joint Repair/Retrofit @ Abutment Expansion Joints
- Replace Existing Strip Seal Glands @ Pier Expansion Joints
- Jack & Replace or Reset Existing Elastomeric Bearing Pads
- Retrofit New Bearings or Bearing Pad Keeper System
- P/S Concrete Beam End Repairs
- Spall Repairs to P/S Concrete Girders
- Repair Damaged Concrete Intermediate Diaphragms
- Repair Damaged/Deteriorated Concrete Columns, Pier Walls, & Pier Caps
- Zone Painting of Steel Girders
- Concrete Bridge Deck and Barrier Spall Repairs
- Clean-out Existing Deck Drains
- Tex-Cote Concrete Bridge Barrier
- Bridge Deck Crack Sealing & Penetrating Water Repellent Treatment
- Erosion Repairs & Drainage Improvements Around Pier Footings

I have attached a copy of the “Preliminary Engineering Reimbursement Agreement” for review.

Recommended Motion

Approval of the “Preliminary Engineering Reimbursement Agreement” with the NDDOT to be signed by Mayor Mahoney and returned to the NDDOT.

JMG/jmg
Attachment

MEMO TO: Ronald J. Henke, P.E.
Director

FROM: Islam, Rubaiet

DATE: 01/30/2026

SUBJECT: 38260063: SS-8-294(007)000 (PCN 24196) Preliminary Engineering Reimbursement Agreement

This project will address crack sealing, spall repairs, structural items and structural painting at East of I-29 (12th Av N over BNRR 294-000.965) in Fargo.

This agreement solidifies the City's agreement with NDDOT proceeding with the project development process. If the City decides they no longer want the project or support it, this agreement outlines their role in reimbursement to NDDOT for engineering services.

If you have any questions, contact me at (701)328-7721.

38/ri

DocuSign Routing:
Stacey Hanson;
Derek Pfeifer;
Nicole Lagasse;
Tom Knakmuhs;
City Attorney;
City Auditor;
City Mayor;
Rubaiet Islam;
Clint Morgenstern;
Chad Orn

NDDOT Contract No. 38260063
Project No. SS-8-294(007)000
PCN No. 24196

**North Dakota Department of Transportation
PRELIMINARY ENGINEERING REIMBURSEMENT AGREEMENT**

This agreement is between the state of North Dakota, acting by and through its Director of Transportation, hereinafter referred to as NDDOT, whose address is 608 East Boulevard Avenue, Bismarck, North Dakota 58505-0700, and Fargo, North Dakota, hereinafter referred to as the City.

WHEREAS, the City agrees that NDDOT proceed with project development activities East of I-29 (12th Ave N over BNRR 294-000.965), SS-8-294(007)000 (PCN 24196); and;

WHEREAS, the City agrees that the project be developed in accordance with NDDOT policies and work scoped during the field review.

NOW, THEREFORE, it is agreed that NDDOT will take all necessary steps in project development to deliver an environmental document and set of design plans approved by the City, and construct the project by scheduling a bid opening at such time as funding and project completion allows.

The City agrees that should it unilaterally and voluntarily terminate this agreement by whatever means or action, it shall reimburse NDDOT for any and all costs it has incurred for engineering services under this agreement.

The City further agrees that should it request or otherwise cause a material alteration to, or a reduction of the scope of the project, it shall reimburse NDDOT for any and all costs it has incurred for engineering services under this agreement.

In the event the City fails to reimburse NDDOT, such failure shall constitute an assignment of funds, derived from the State Highway Tax Distribution Fund now or hereafter coming into the hands of the State Treasurer to the credit of the City, and that the State Treasurer is hereby directed to deliver and pay over to NDDOT all funds credited to the City until the total thereof equals the sum billed pursuant to this agreement.

Appendices A and E of the Title VI Assurances, attached, are hereby incorporated into and made a part of this agreement.

The Risk Management Appendix, attached, is hereby incorporated and made a part of this agreement.



Executed by the city of Fargo, at Fargo North Dakota, the last date below signed.

APPROVED:

CITY ATTORNEY (TYPE OR PRINT)

SIGNATURE

DATE

City of Fargo

Dr. Timothy J. Mahoney
NAME (TYPE OR PRINT)

SIGNATURE

* Mayor
TITLE

DATE

ATTEST:

Susan Thompson
CITY AUDITOR (TYPE OR PRINT)

SIGNATURE

DATE

Executed for the North Dakota Department of Transportation by the Director at Bismarck, North Dakota, the last date below signed.

APPROVED as to substance by:

Derek Pfeifer

LOCAL GOVERNMENT ENGINEER (TYPE OR PRINT) *SA*

SIGNATURE *Derek Pfeifer*
02/06/26

DATE

NORTH DAKOTA
DEPARTMENT OF TRANSPORTATION

DIRECTOR (TYPE OR PRINT) *M*

SIGNATURE

DATE

*Mayor or President City Commission

CLA 17057 (Div. 38)
L.D. Approved 7-17-89; 10-23; C.M. 02/03/2026



**NORTH DAKOTA DEPARTMENT OF TRANSPORTATION
APPENDIX A OF THE TITLE VI ASSURANCES**

During the performance of this contract, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the Contractor) agrees as follows:

1. Compliance with Regulations: The Contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, the Federal Highway Administration, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. Non-discrimination: The Contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.
3. Solicitations for Subcontracts, Including Procurements of Materials and Equipment: In all solicitations, either by competitive bidding, or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the Contractor of the Contractor's obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.
4. Information and Reports: The Contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the Federal Highway Administration to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a Contractor is in the exclusive possession of another who fails or refuses to furnish the information, the Contractor will so certify to the Recipient or the Federal Highway Administration as appropriate, and will set forth what efforts it has made to obtain the information.
5. Sanctions for Noncompliance: In the event of a contractor's noncompliance with the Nondiscrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:
 - a. withholding payments to the Contractor under the contract until the Contractor complies; and/or
 - b. cancelling, terminating, or suspending a contract, in whole or in part.
6. Incorporation of Provisions: The Contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The Contractor will take action with respect to any subcontract or procurement as the Recipient or the Federal Highway Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.



NORTH DAKOTA DEPARTMENT OF TRANSPORTATION APPENDIX E OF THE TITLE VI ASSURANCES

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the Contractor) agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

Pertinent Non-Discrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 *et seq.*), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.P.R. parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes nondiscrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 *et seq.*).



Risk Management Appendix

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

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

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

Governments – State and Government Entity, as defined above

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

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

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

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

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

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

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

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

RM Consulted 2007
Revised 6-25



Certificate Of Completion

Envelope Id: BBD85A74-8287-4934-8A48-0ADDC607297A Status: Sent
 Subject: PCN 24196 Contract #38260063: Please DocuSign: Preliminary Engineering Reimbursement Agreement
 Contract Number: 38260063
 PCN: 24196
 Source Envelope:
 Document Pages: 6 Signatures: 1
 Certificate Pages: 4 Initials: 2
 AutoNav: Enabled
 Envelope Stamping: Enabled
 Time Zone: (UTC-06:00) Central Time (US & Canada)

Envelope Originator:
 Islam, Rubaiet
 608 E Boulevard Ave
 Bismarck, ND 58505
 islamrubaiet@nd.gov
 IP Address: 165.234.92.127

Record Tracking

Status: Original Holder: Islam, Rubaiet Location: DocuSign
 2/6/2026 8:16:48 AM islamrubaiet@nd.gov
 Security Appliance Status: Connected Pool: StateLocal
 Storage Appliance Status: Connected Pool: Carahsoft OBO North Dakota Department of Transportation CLOUD Location: Docusign

Signer Events

Stacey Hanson
 smhanson@nd.gov
 Assistant Local Government Engineer
 Carahsoft OBO North Dakota Department of Transportation CLOUD
 Security Level: Email, Account Authentication (None), Authentication

Signature

SH
 Signature Adoption: Pre-selected Style
 Using IP Address: 2001:4930:c800:4103::170c

Timestamp

Sent: 2/6/2026 8:21:12 AM
 Viewed: 2/6/2026 8:30:44 AM
 Signed: 2/6/2026 8:33:28 AM

Authentication Details

SMS Auth:
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 Result: passed
 Vendor ID: TeleSign
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 Performed: 2/6/2026 8:30:36 AM
 Phone: +1 701-527-8879

Electronic Record and Signature Disclosure:
 Not Offered via DocuSign

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

Derek Pfeifer

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

Sent: 2/6/2026 8:33:29 AM
 Viewed: 2/6/2026 9:15:33 AM
 Signed: 2/6/2026 9:21:27 AM

Authentication Details

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 Type: SMSAuth
 Performed: 2/6/2026 9:15:27 AM
 Phone: +1 701-471-5516

Electronic Record and Signature Disclosure:
 Not Offered via DocuSign

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

| In Person Signer Events | Signature | Timestamp |
|-------------------------|-----------|-----------|
| | | |

| Editor Delivery Events | Status | Timestamp |
|--|--|--|
| Rubaiet Islam islamrubaiet@nd.gov Carahsoft OBO North Dakota Department of Transportation CLOUD Security Level: Email, Account Authentication (None), Login with SSO Electronic Record and Signature Disclosure: Not Offered via DocuSign | <div style="border: 1px solid black; padding: 5px; display: inline-block;">VIEWED</div> Using IP Address: 165.234.253.12 | Sent: 2/6/2026 8:17:00 AM Viewed: 2/6/2026 9:00:59 AM Completed: 2/6/2026 8:21:12 AM |

| Agent Delivery Events | Status | Timestamp |
|---|--------|--|
| Tom Knakmuhs TKnakmuhs@FargoND.gov City Engineer Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign | | Sent: 2/6/2026 10:22:28 AM Viewed: 2/11/2026 8:03:50 AM |

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|------------------------------|--------|-----------|
| | | |

| Certified Delivery Events | Status | Timestamp |
|---------------------------|--------|-----------|
| | | |

| Carbon Copy Events | Status | Timestamp |
|--|--------|-----------|
| DOT Legal Admin dotlegaladmin@nd.gov Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign | | |
| Legal Admin dotlegaladmin@nd.gov Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign | | |

| Witness Events | Signature | Timestamp |
|----------------|-----------|-----------|
| | | |

| Notary Events | Signature | Timestamp |
|---------------|-----------|-----------|
| | | |

| Envelope Summary Events | Status | Timestamps |
|-------------------------|------------------|---------------------|
| Envelope Sent | Hashed/Encrypted | 2/6/2026 8:17:00 AM |
| Envelope Updated | Security Checked | 2/6/2026 8:21:12 AM |
| Envelope Updated | Security Checked | 2/6/2026 8:21:12 AM |
| Envelope Updated | Security Checked | 2/6/2026 8:21:12 AM |
| Envelope Updated | Security Checked | 2/6/2026 8:21:12 AM |
| Envelope Updated | Security Checked | 2/6/2026 8:21:12 AM |

Payment Events

Status

Timestamps

REPORT OF ACTION

⑦

CONTRACTOR SELECTION COMMITTEE

Pavement Marking Replacement Project - Tape

Date of Hearing: March 5, 2026

| <u>Routing</u> | <u>Date</u> |
|---------------------|-------------|
| City Commission | 3/16/2026 |
| Consultant File | |
| Project File | X |
| Petitioners | X |
| Selection Committee | X |

Proposal Received for:

2026 Pavement Marking Replacement Project – Tape – City Project No. TM-26-A1

Proposals were received from the following contractors:

1. Northstar Safety Inc.
2. 3D Specialties Inc.

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

| <u>Criteria</u> | <u>Points</u> |
|--|---------------|
| 1. Cost Proposal | 60 |
| 3. Ability to Finish Project in One Season | 20 |
| 4. Previous Work Experience | 20 |

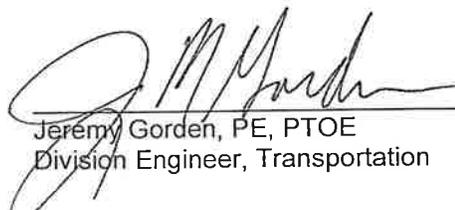
Following review of the proposals, the Selection Committee met to jointly rank the firms for selection of the preferred contractor. The top firm was identified as Northstar Safety Inc.

The proposal from Northstar Safety Inc. had a cost of \$492,715, and the proposal from 3D Specialties Inc had a cost of \$493,932. The work will be paid by unit rates for installation. Street Light & Traffic Control Device Utility Funds will be used for this project.

Recommended Motion:

Concur with contractor selection and recommend contract award to Northstar Safety Inc.

| <u>Committee:</u> | <u>Present</u> | <u>Yes</u> | <u>No</u> | <u>Unanimous</u> |
|--|----------------|------------|-----------|------------------|
| Jeremy Gorden, Division Engineer, Transportation | X | X | | X |
| Leroy Grant, Project Manager – Traffic | X | X | | |
| Nick Askew, Engineering Tech – Traffic | X | X | | |



 Jeremy Gorden, PE, PTOE
 Division Engineer, Transportation

**PAVEMENT MARKING REPLACEMENT
SERVICE AGREEMENT**

1. Agreement

This agreement is between the City of Fargo (City) and NORTSTAR SAFETY INC. (Contractor) to provide pavement marking services for the City. This agreement shall commence upon signing by both parties and expire on November 1, 2026. The term of this agreement may be extended, if accepted and signed by the Contractor and City, for additional time if needed.

2. Scope of Services

The contractor will perform the pavement marking services as set forth within this agreement. It will be up to the individual contractor's discretion to perform the services as weather conditions permit.

The Contractor agrees to undertake and execute all work in a good, substantial, and workmanlike manner, and to furnish all materials, tools, labor, and equipment necessary to properly perform and complete the work, ready for use, in strict accordance with the Special Instructions to Bidders and the plans and specifications referenced therein.

3. Responsibility of the City

City shall oversee the execution of this agreement and disbursing of funds.

4. Contract Price – What it Includes

The price stated in the Proposal represents full compensation for the completed work and includes:

All materials, labor, tools, equipment, and appliances;

All direct and indirect costs connected with proper execution of the work.

5. Extra Work

When directed in writing by the City Engineer or an authorized representative (collectively, the "City Engineer"), the Contractor shall furnish materials and perform extra work necessary for proper completion of the Project. Prices for extra work shall be agreed upon by the City Engineer and the Contractor prior to performance.

6. Inspection of Work and Materials

All materials and work are subject to inspection and approval by the City Engineer at all times during construction and until final completion. The Contractor shall:

Allow sufficient time for inspections and testing;

Immediately remove all rejected materials at the Contractor's expense;

Not use any materials prior to inspection and approval.

Failure by the City Engineer to reject defective work or materials shall not constitute acceptance. The Contractor shall furnish all labor necessary to enable proper inspection and testing at no additional cost.

7. Traffic Control

The Contractor shall comply with Section 4100 of the Standard Specifications for Construction and shall maintain safe passageways at all road crossings, crosswalks, and street intersections. The Contractor shall indemnify and hold the City harmless from all damages, costs, and expenses arising from the Contractor's failure to properly protect the public or employees.

8. Time of Commencement and Completion

The Contractor shall commence work within sixty (60) days after written notice from the City and shall complete the Contract on or before the final completion date specified in the Special Instructions to Bidders. The Contract will expire on November 1, 2026.

8.1 Liquidated Damages

There are no liquidated damages associated with this agreement.

8.2 Definitions

Substantial Completion: The improvement is operational and/or functional.

Final Completion: Completion of all remaining work, punch list items, and cleanup.

8.3 Time Extensions

Requests for additional time must be submitted in writing with supporting documentation before contract completion date.

9. Claims for Delay

Delays caused by the City or by conditions beyond the Contractor's control may entitle the Contractor to a time extension. Written notice of such delay must be submitted to the City Commission within thirty (30) days, and in no case after the expiration of the Contract time.

10. Subletting

The Contractor shall not assign or sublet any portion of the work without prior written consent from the City Engineer. Consent does not relieve the Contractor of responsibility for the work.

11. Plans and Specifications

All work shall be performed in conformity with the plans and specifications as determined by the City Engineer.

12. Defective Work

The Contractor shall promptly correct, reconstruct, or remove defective work at no cost when directed by the City Engineer.

13. Supervision and Workforce

The Contractor shall provide a competent Project Manager with authority to manage all aspects of the Project and who shall be available on-site within 24 hours' notice. A qualified supervisory individual shall be present at the site at all times during active work and shall be authorized to receive and execute instructions. Incompetent or disorderly employees shall be removed immediately upon request.

14. Laws, Ordinances, and Indemnification

The Contractor shall comply with all applicable laws and shall indemnify the City against all claims, damages, losses, and expenses arising from negligence, injury, property damage, or use of patented materials. The City may withhold final payment pending resolution of such claims.

15. Payments and Retainage

The City will reimburse Contractor for services rendered as the project proceeds. There will be a 5% retainage until work is completed.

16. Warranty

The Contractor warrants the work for one (1) year from the date of acceptance by the City and shall be financially responsible for all repairs during that period.

17. Termination of the Agreement

This contract may be terminable at will by either party after giving ten (10) days written notice to the other party.

18. Hold Harmless and Insurance

Contractor agrees to indemnify and hold City harmless from any and all claims, demands or causes of action resulting from the provision of services as described in this contract. All insurance (Worker's Compensation, Comprehensive General Liability, and/or Automobile) shall be maintained at the expense of the contractor during the term of this contract.

19. Monitoring and Evaluation

City may monitor and evaluate Contractor progress and performance to assure that the terms of this agreement are being satisfactorily met. Contractor shall cooperate with City relating to such monitoring and evaluation.

20. Independence of Recipient

Contractor is not the agent or employee of City. Contractor is solely responsible for its acts and the acts of its agents, employees and subcontractors.

21. Conflict of Interest

Contractor agrees that it does not have any undisclosed influence or relationship with City staff regarding the award or performance of this contract.

22. Entire Agreement

The provisions as set forth in Items 1, and all attachments of this agreement constitute the entire agreement between the parties.

23. Miscellaneous

No work shall be performed on Sundays except in emergencies or when authorized in advance by the City Engineer.

RFP – Pavement Marking Replacement
Project No. TM-26-A1

IN WITNESS WHEREOF, the undersigned enter into this agreement.

Date: 3/16/2026

(Contractor)

NORTSTAR SAFETY INC.

By:  NICK ENGLUND

Its: VICE PRESIDENT

Date: _____

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

Dr. Timothy J. Mahoney, Mayor

ATTEST:

Angie Bear, Deputy City Auditor on behalf of City Auditor

REPORT OF ACTION

8

CONTRACTOR SELECTION COMMITTEE

Pavement Marking Replacement Project - Epoxy

Date of Hearing: March 11, 2026

| <u>Routing</u> | <u>Date</u> |
|---------------------|-------------|
| City Commission | 3/16/2026 |
| Consultant File | |
| Project File | X |
| Petitioners | X |
| Selection Committee | X |

Proposal Received for:

2026 Pavement Marking Replacement Project – Epoxy – City Project No. TM-26-B1

Proposals were received from the following contractors:

1. Northstar Safety Inc.
2. 3D Specialties Inc.

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

| <u>Criteria</u> | <u>Points</u> |
|--|---------------|
| 1. Cost Proposal | 60 |
| 3. Ability to Finish Project in One Season | 20 |
| 4. Previous Work Experience | 20 |

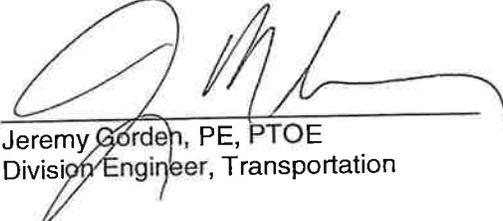
Following review of the proposals, the Selection Committee met to jointly rank the firms for selection of the preferred contractor. The top firm was identified as Northstar Safety Inc.

The proposal from Northstar Safety Inc. had a cost of \$61,722.00 and the proposal from 3D Specialties Inc. had a cost of \$119,989.46. The work will be paid by unit rates for installation. Street Light & Traffic Control Device Utility Funds will be used for this project.

Recommended Motion:

Concur with contractor selection and recommend contract award to Northstar Safety Inc.

| <u>Committee:</u> | <u>Present</u> | <u>Yes</u> | <u>No</u> | <u>Unanimous</u> |
|--|----------------|------------|-----------|------------------|
| Jeremy Gorden, Division Engineer, Transportation | X | X | | X |
| Leroy Grant, Project Manager – Traffic | X | X | | |
| Nick Askew, Engineering Tech – Traffic | X | X | | |


 Jeremy Gorden, PE, PTOE
 Division Engineer, Transportation

**PAVEMENT MARKING REPLACEMENT
SERVICE AGREEMENT**

1. Agreement

This agreement is between the City of Fargo (City) and NOUMASTAN SAFETY INC. (Contractor) to provide pavement marking services for the City. This agreement shall commence upon signing by both parties and expire on November 1, 2026. The term of this agreement may be extended, if accepted and signed by the Contractor and City, for additional time if needed.

2. Scope of Services

The contractor will perform the pavement marking services as set forth within this agreement. It will be up to the individual contractor's discretion to perform the services as weather conditions permit.

The Contractor agrees to undertake and execute all work in a good, substantial, and workmanlike manner, and to furnish all materials, tools, labor, and equipment necessary to properly perform and complete the work, ready for use, in strict accordance with the Special Instructions to Bidders and the plans and specifications referenced therein.

3. Responsibility of the City

City shall oversee the execution of this agreement and disbursing of funds.

4. Contract Price – What it Includes

The price stated in the Proposal represents full compensation for the completed work and includes:

All materials, labor, tools, equipment, and appliances;

All direct and indirect costs connected with proper execution of the work.

5. Extra Work

When directed in writing by the City Engineer or an authorized representative (collectively, the "City Engineer"), the Contractor shall furnish materials and perform extra work necessary for proper completion of the Project. Prices for extra work shall be agreed upon by the City Engineer and the Contractor prior to performance.

6. Inspection of Work and Materials

All materials and work are subject to inspection and approval by the City Engineer at all times during construction and until final completion. The Contractor shall:

Allow sufficient time for inspections and testing;

Immediately remove all rejected materials at the Contractor's expense;

Not use any materials prior to inspection and approval.

Failure by the City Engineer to reject defective work or materials shall not constitute acceptance. The Contractor shall furnish all labor necessary to enable proper inspection and testing at no additional cost.

7. Traffic Control

The Contractor shall comply with Section 4100 of the Standard Specifications for Construction and shall maintain safe passageways at all road crossings, crosswalks, and street intersections. The Contractor shall indemnify and hold the City harmless from all damages, costs, and expenses arising from the Contractor's failure to properly protect the public or employees.

8. Time of Commencement and Completion

The Contractor shall commence work within sixty (60) days after written notice from the City and shall complete the Contract on or before the final completion date specified in the Special Instructions to Bidders. The Contract will expire on November 1, 2026.

8.1 Liquidated Damages

There are no liquidated damages associated with this agreement.

8.2 Definitions

Substantial Completion: The improvement is operational and/or functional.

Final Completion: Completion of all remaining work, punch list items, and cleanup.

8.3 Time Extensions

Requests for additional time must be submitted in writing with supporting documentation before contract completion date.

9. Claims for Delay

Delays caused by the City or by conditions beyond the Contractor's control may entitle the Contractor to a time extension. Written notice of such delay must be submitted to the City Commission within thirty (30) days, and in no case after the expiration of the Contract time.

10. Subletting

The Contractor shall not assign or sublet any portion of the work without prior written consent from the City Engineer. Consent does not relieve the Contractor of responsibility for the work.

11. Plans and Specifications

All work shall be performed in conformity with the plans and specifications as determined by the City Engineer.

12. Defective Work

The Contractor shall promptly correct, reconstruct, or remove defective work at no cost when directed by the City Engineer.

13. Supervision and Workforce

The Contractor shall provide a competent Project Manager with authority to manage all aspects of the Project and who shall be available on-site within 24 hours' notice. A qualified supervisory individual shall be present at the site at all times during active work and shall be authorized to receive and execute instructions. Incompetent or disorderly employees shall be removed immediately upon request.

14. Laws, Ordinances, and Indemnification

The Contractor shall comply with all applicable laws and shall indemnify the City against all claims, damages, losses, and expenses arising from negligence, injury, property damage, or use of patented materials. The City may withhold final payment pending resolution of such claims.

15. Payments and Retainage

The City will reimburse Contractor for services rendered as the project proceeds. There will be a 5% retainage until work is completed.

16. Warranty

The Contractor warrants the work for one (1) year from the date of acceptance by the City and shall be financially responsible for all repairs during that period.

17. Termination of the Agreement

This contract may be terminable at will by either party after giving ten (10) days written notice to the other party.

18. Hold Harmless and Insurance

Contractor agrees to indemnify and hold City harmless from any and all claims, demands or causes of action resulting from the provision of services as described in this contract. All insurance (Worker's Compensation, Comprehensive General Liability, and/or Automobile) shall be maintained at the expense of the contractor during the term of this contract.

19. Monitoring and Evaluation

City may monitor and evaluate Contractor progress and performance to assure that the terms of this agreement are being satisfactorily met. Contractor shall cooperate with City relating to such monitoring and evaluation.

20. Independence of Recipient

Contractor is not the agent or employee of City. Contractor is solely responsible for its acts and the acts of its agents, employees and subcontractors.

21. Conflict of Interest

Contractor agrees that it does not have any undisclosed influence or relationship with City staff regarding the award or performance of this contract.

22. Entire Agreement

The provisions as set forth in Items 1, and all attachments of this agreement constitute the entire agreement between the parties.

23. Miscellaneous

No work shall be performed on Sundays except in emergencies or when authorized in advance by the City Engineer.

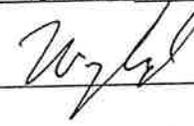
RFP – Pavement Marking Replacement
Project No. TM-26-B1

IN WITNESS WHEREOF, the undersigned enter into this agreement.

Date: 3/16/26

(Contractor)

NORTHDAL SAFETY INC.

By:  NICK ENGLAND

Its: VICE PRESIDENT

Date: _____

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

Dr. Timothy J. Mahoney, Mayor

ATTEST:

Angie Bear, Deputy City Auditor on behalf of City Auditor



9

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 11, 2026

Honorable Board of City
Commissioners
City of Fargo
Fargo, ND

Re: Project No. PR-26-B1

Dear Commissioners:

Bids were opened at 11:45 am on Wednesday, March 11, 2026, for Crack Repair, Project No. PR-26-B1, located as follows: Various locations Citywide.

The bids were as follows:

| | |
|----------------------|--------------|
| Roadway Services Inc | \$122,320.00 |
| Engineers Estimate | \$141,000.00 |

Private financial security is not needed.

No protests have been received.

This office recommends award of the contract to Roadway Services Inc. in the amount of \$122,320.00 as the lowest and best bid.

Sincerely,

Thomas Knakmuhs, P.E.
City Engineer



Engineer's Statement Of Cost

Project # PR-26-B1

Crack Repair

Various locations

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

NOW THEREFORE Thomas Knakmuhs, do hereby certify as follows:

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

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

Crack Repair Project # PR-26-B1 of the City of Fargo, North Dakota.

| Line | Description | Unit | Quantity | Unit Price (\$) | Amount (\$) |
|---------------------------------|------------------------------|------|-----------|-----------------|-------------------|
| Crack Repair | | | | | |
| 1 | Mobilization | LS | 1.00 | 8,000.00 | 8,000.00 |
| 2 | Repair Crack - Fill | LB | 34,000.00 | 2.08 | 70,720.00 |
| 3 | Repair Crack - Level | LB | 12,000.00 | 1.55 | 18,600.00 |
| 4 | Repair Crack - Rout and Fill | LF | 15,000.00 | 1.40 | 21,000.00 |
| 5 | Traffic Control - Minor | LS | 1.00 | 4,000.00 | 4,000.00 |
| Crack Repair Total | | | | | 122,320.00 |
| Total Construction in \$ | | | | | 122,320.00 |

| | | |
|--|--------|-------------------|
| Interest | 4.00% | 4,892.80 |
| Legal | 3.00% | 3,669.60 |
| Admin | 4.00% | 4,892.80 |
| Contingency | 5.00% | 6,116.00 |
| Engineering | 10.00% | 12,232.00 |
| Total Estimated Costs | | 154,123.20 |
| Sales Tax Funds - Infrastructure - 420 | | 154,123.20 |
| Unfunded Costs | | 0.00 |

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



A handwritten signature in black ink, appearing to read "TKA", written in a cursive style.

Thomas Knakmuhs, P.E.
City Engineer



90

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 11, 2026

Honorable Board of City
Commissioners
City of Fargo
Fargo, ND

Re: Project No. SR-26-A1

Dear Commissioners:

Bids were opened at 11:45 am on Wednesday, March 11, 2026, for Sidewalk & Shared Use Path Rehab/Reconstruction, Project No. SR-26-A1, located as follows: Various Areas Citywide.

The bids were as follows:

| | |
|--------------------------------|----------------|
| Border States Paving Inc | \$1,029,252.50 |
| Curb to Curb, LLC | \$1,065,404.00 |
| Earthwork Services, Inc | \$1,233,450.00 |
| Roers Construction Company LLC | \$1,247,710.00 |
| Engineers Estimate | \$1,077,695.00 |

Private financial security is not needed.

No protests have been received.

This office recommends award of the contract to Border States Paving Inc. in the amount of \$1,029,252.50 as the lowest and best bid.

Sincerely,

Thomas Knakmuhs, P.E.
City Engineer



Engineer's Statement Of Cost
Project # SR-26-A1
Sidewalk & Shared Use Path Rehab/Reconstruction

Various Areas City Wide

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:

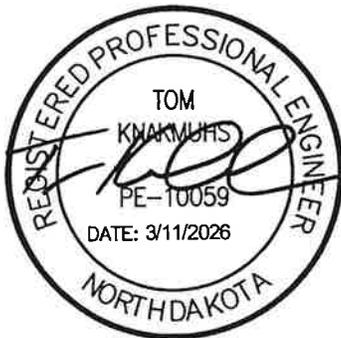
Sidewalk & Shared Use Path Rehab/Reconstruction Project # SR-26-A1 of the City of Fargo, North Dakota.

| Line | Description | Unit | Quantity | Unit Price (\$) | Amount (\$) |
|------------------|---|------|----------|-----------------|-------------------|
| Assessed | | | | | |
| 1 | Rem & Repl Sidewalk 4" Thick Reinf Conc | SY | 5,612.00 | 95.30 | 534,823.60 |
| 2 | Rem & Repl Driveway 6" Thick Reinf Conc | SY | 855.00 | 128.00 | 109,440.00 |
| 3 | Rem & Repl Curb & Gutter | LF | 50.00 | 73.10 | 3,655.00 |
| 4 | F&I Sidewalk 4" Thick Reinf Conc | SY | 40.00 | 72.00 | 2,880.00 |
| 5 | F&I Sidewalk 6" Thick Reinf Conc | SY | 40.00 | 74.10 | 2,964.00 |
| 6 | Sodding | SY | 40.00 | 52.60 | 2,104.00 |
| 7 | Rem & Repl Pavement 6" Thick Asph | SY | 20.00 | 301.00 | 6,020.00 |
| Assessed Total | | | | | 661,886.60 |
| City Cost | | | | | |
| 8 | Rem & Repl Curb & Gutter | LF | 160.00 | 77.30 | 12,368.00 |
| 9 | Rem & Repl Sidewalk 4" Thick Reinf Conc | SY | 2,163.00 | 95.30 | 206,133.90 |
| 10 | Rem & Repl Sidewalk 6" Thick Reinf Conc | SY | 290.00 | 128.00 | 37,120.00 |
| 11 | F&I Sidewalk 4" Thick Reinf Conc | SY | 40.00 | 79.50 | 3,180.00 |
| 12 | F&I Sidewalk 6" Thick Reinf Conc | SY | 20.00 | 81.60 | 1,632.00 |
| 13 | F&I Det Wam Panels Cast Iron | SF | 168.00 | 62.00 | 10,416.00 |
| 14 | Casting to Grade - w/Conc | EA | 8.00 | 648.00 | 5,184.00 |
| 15 | GV Box to Grade - w/Conc | EA | 2.00 | 581.00 | 1,162.00 |
| 16 | Curb Stop Box to Grade | EA | 5.00 | 494.00 | 2,470.00 |
| 17 | Mulching Type 1 Hydro | SY | 5,000.00 | 5.35 | 26,750.00 |
| 18 | Seeding Type B | SY | 5,000.00 | 5.35 | 26,750.00 |
| 19 | Irrigation Repair | EA | 5.00 | 894.00 | 4,470.00 |

| Line | Description | Unit | Quantity | Unit Price (\$) | Amount (\$) |
|---------------------------------|---|------|----------|-----------------|---------------------|
| 20 | Remove Driveway All Thicknesses All Types | SY | 40.00 | 31.00 | 1,240.00 |
| 21 | Remove Sidewalk All Thicknesses All Types | SY | 40.00 | 31.00 | 1,240.00 |
| 22 | Rem & Repl Pavement 9" Thick Asph | SY | 20.00 | 442.00 | 8,840.00 |
| 23 | Topsoil - Import Special | CY | 100.00 | 84.10 | 8,410.00 |
| 24 | Traffic Control - Type 1 | LS | 1.00 | 10,000.00 | 10,000.00 |
| City Cost Total | | | | | 367,365.90 |
| Total Construction in \$ | | | | | 1,029,252.50 |

| | | |
|--|--------|---------------------|
| Admin | 4.00% | 41,170.10 |
| Engineering | 10.00% | 102,925.25 |
| Interest | 4.00% | 41,170.10 |
| Contingency | 5.00% | 51,462.63 |
| Legal | 3.00% | 30,877.58 |
| Total Estimated Costs | | 1,296,858.16 |
| Sidewalk Assessments | | 833,977.11 |
| Sales Tax Funds - Infrastructure - 420 | | 462,881.05 |
| 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

PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

11

Type: Right to Enter

Location: 64th Avenue North

Hearing: 3/9/2026

| | |
|-----------------|---------------------|
| <u>Routing</u> | <u>Date</u> |
| City Commission | <u>3/16/2026</u> |
| PWPEC File | <u>X</u> |
| Project File | <u>Kevin Gorder</u> |

The Committee reviewed the accompanying correspondence from Division Engineer, Kevin Gorder, regarding Otter Tail Power's request for Right of Entry.

Otter Tail Power is requesting the Right of Entry to perform soil borings and other geotechnical work for a proposed electric transmission line that will connect the substation near Reile's Acres to a substation near Brainerd, MN. The proposed route will cross just south of 64th Avenue North on a couple of City parcels. Otter Tail Power is the lead designer for the ND portion of this transmission line.

On a motion by Michael Redlinger, seconded by Susan Thompson, the Committee voted to recommend approval of the Right of Entry with Otter Tail Power.

RECOMMENDED MOTION

Concur with recommendations of PWPEC and approve the Right of Entry with Otter Tail Power.

PROJECT FINANCING INFORMATION:

Recommended source of funding for project: N/A

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

COMMITTEE

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

ATTEST:


Tom Knakmuhs, P.E.
City Engineer

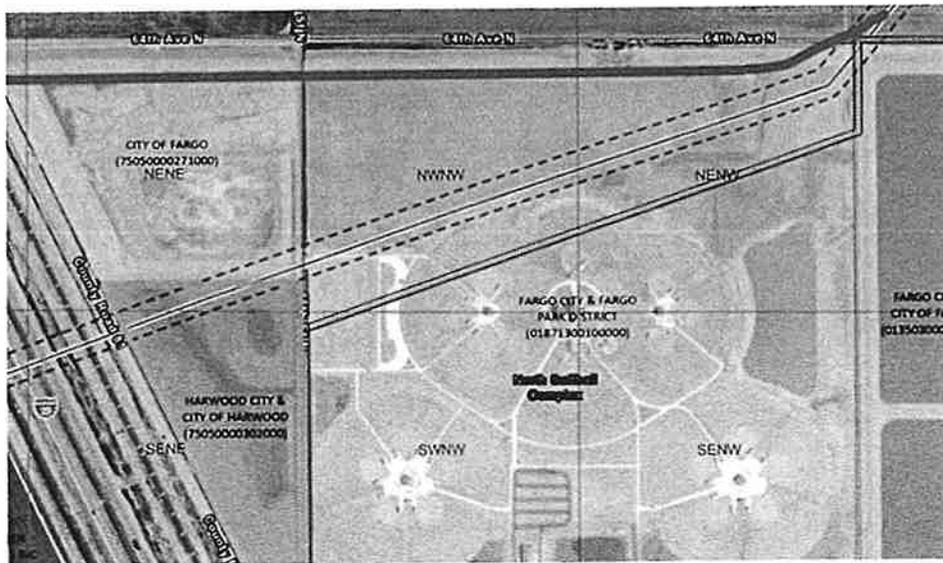
Memorandum

To: Members of PWPEC
From: Kevin Gorder, Division Engineer
Date: March 3, 2026
Re: Otter Tail Power Right to Enter

Background:

A new electric transmission line is proposed that will connect the substation near Reile's Acres to a substation near Brainerd, MN. The line is designed to allow electricity to run either direction depending on power supply and demand. Otter Tail Power is the lead designer for the ND portion of this transmission line.

Otter Tail Power is exploring an option that will cross just south of 64th Avenue North on a couple City parcels west of the existing sewage lagoons. The proposed location is shown below and we are trying to get them to follow a path shown in the orange line.



Currently, Otter Tail Power is asking for a right to enter to perform soil borings and other geotechnical work. They are looking at moving this line with more details as they continue the development of the entire path.

Recommended Action:

Approve the right to enter and forward to City Commission for their approval.

KOG/jmg

Landowner Name: City of Fargo

Address: 225 4th Street N.

City/State/Zip: Fargo, ND 58102

Preferred contact method: Phone Text Email Mail

Phone: Primary (701) 241-1310 Alternate () _____ - _____

Tenant name / contact information (if applicable)

Project Land Agent and contact: **Kevin Blumhardt, Otter Tail Power Company (701) 367 - 2009**

Is the landowner related to anyone who works at OTP: Y / N

If yes, name/relationship:

I/we ("Grantor," whether one or more) hereby grant to **Otter Tail Power Company**, a Minnesota corporation, and their respective employees, agents, and representatives, with respect to the property owned by me in:

LOT: 1 BLOCK: 9 ADDITION: ADDITIONAL: 9-140-49 A 33.60 AUD LT 1 OF NE1/4

NW 1/4 10-140-49

NE 1/4 10-140-49

County of Cass, State of North Dakota (the "Property"), the rights to access and enter upon the Property listed above for the purpose of doing those things reasonably convenient or necessary to study, survey, test, and plan for the development of their project, including but not limited to, conducting a hazardous substances investigation and conducting a feasibility study which may include such activities as testing soil conditions, soil borings, geological tests, engineering reports, topographic studies, environmental impact reports, zoning and planning regulations, and any other tests and studies which may need to be performed on the Property.

Grantee will restore the Property to substantially the same condition as the Property was in at the time Grantee entered the Property pursuant to this permission, including the filling of test holes. Grantee agrees to pay the Grantor a settlement, in an amount to be determined by mutual agreement of the parties for any unrestored, direct damages to the Property, including crop damages.

Grantee will indemnify, defend, and hold Grantor harmless from all third party claims and damages asserted against Grantor that arise out of any such entry by Grantee onto the Property or Grantee's exercise of its rights hereunder, unless the claims or damages are caused by the negligence or intentional misconduct of Grantor, and except that Grantee shall not have any obligation with respect to any Hazardous Materials located in, on, under or about the Property prior to its entry onto the Property or thereafter to the extent not stored, released or disposed of by Grantee.

This agreement shall be binding upon Grantor's and Grantee's respective successors and assigns. Grantor shall provide actual notice of this agreement to any prospective successor-in-interest or assignee.

Notes/Special Conditions/Access Points:

Owner: _____

Date: _____

Owner: _____

Date: _____

215 South Cascade Street
PO Box 496
Fergus Falls, Minnesota 56538-0496
218 739-8200
www.otpco.com



February 25, 2026

Michael Redlinger, City Administrator
City of Fargo
225 4th Street North
Fargo, ND 58102

Dear Mr. Redlinger:

To help meet future electric demands and to bolster grid reliability and resiliency for customers across eastern North Dakota and northwestern Minnesota, Otter Tail Power Company (OTP), in coordination with Minnesota Power (MP) and Great River Energy (GRE), is developing the Maple River to Cuyuna 345-kilovolt (kV) Transmission Project (the Project). The Project is an approximately 160-mile, high-voltage transmission line extending from OTP's Maple River Substation in eastern North Dakota to MP's Cuyuna Substation near Riverton, Minnesota.

We are writing to formally request the City of Fargo's review of the Project and permission for temporary right of entry on City-owned property to allow OTP and its authorized representatives to conduct surveys and related field evaluations. These activities are an early and necessary step in evaluating potential routing options and engineering considerations for the Project.

The Project will be subject to a route permit, which is expected to be filed with the North Dakota Public Service Commission (ND PSC) in August, 2026. In advance of that filing, OTP respectfully requests the City's review of the Project as soon as feasible so that municipal input may be considered early in the routing and permitting process.

Requested City Property

Based on our preliminary planning, the Project may cross or be located near City property east of Interstate 29 and south of 64th Avenue North, Fargo, North Dakota, within Sections 9 and 10, Township 140 North, Range 49 West. Current land uses in this area include recreational facilities, such as softball fields, and municipal infrastructure associated with wastewater treatment and settling ponds. We are also aware that the berm located along the south side of 64th Avenue North functions as part of the City's existing flood protection system and that any proposed crossing of this feature would be subject to additional review and approval, including coordination with the Federal Emergency Management Agency (FEMA). We recognize the importance of these facilities to the City and its residents and will coordinate closely with City staff to ensure all activities are conducted safely and with minimal disruption.

215 South Cascade Street
PO Box 496
Fergus Falls, Minnesota 56538-0496
218 739-8200
www.otpco.com



Right of Entry for Survey

The requested right of entry would allow temporary access for activities such as land surveying, environmental and engineering studies, and other non-invasive evaluations. Survey work would be performed in a manner intended to minimize impacts to City operations, public use areas, and existing infrastructure. All activities would be coordinated in advance with designated City representatives.

Importantly, granting a right of entry does not convey approval of a final route, does not grant an easement, and does not obligate the City to future agreements. Should the Project ultimately require a permanent easement on City property, OTP understands that such rights would be subject to formal review and approval by the City Commission.

Project Information

Attached for your reference are Project fact sheets providing an overview of the Maple River to Cuyuna 345-kV Transmission Project, including anticipated timing and the right-of-way process. Additional information is also available at the Project website: <https://mrctransmissionproject.com/>.

OTP values early engagement with the City of Fargo. We appreciate the opportunity to work collaboratively to review the Project, address questions or concerns, and ensure transparency as planning progresses. Ultimately, we would like to also understand the approval process and potential timing for granting an easement across the City of Fargo property as well.

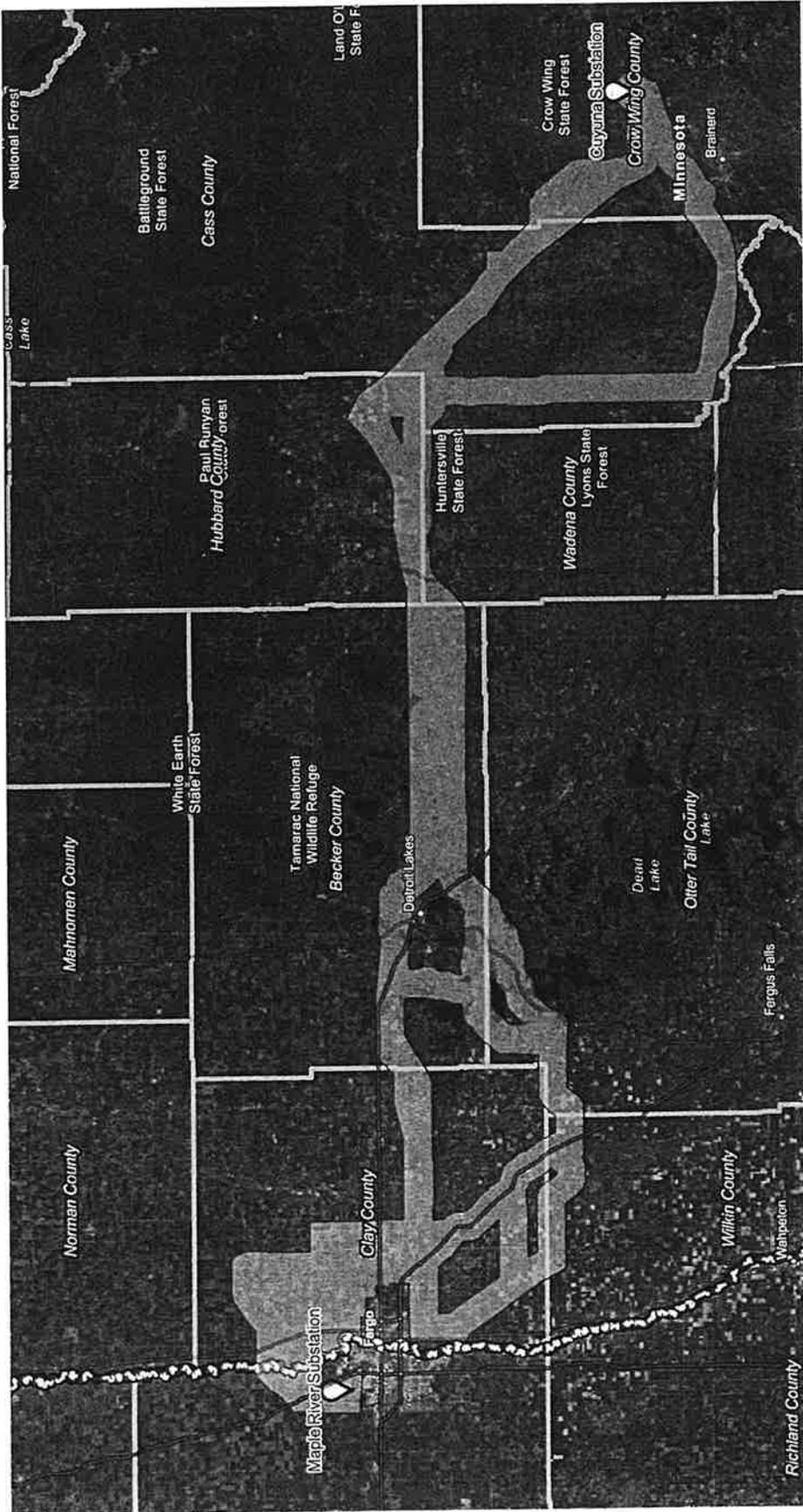
215 South Cascade Street
PO Box 496
Fergus Falls, Minnesota 56538-0496
218 739-8200
www.otpco.com



Please feel free to contact me at the number or email listed below to discuss this request, coordinate next steps, and arrange a meeting with Project representatives at your convenience.

Sincerely,

Kevin A Blumhardt
Land Specialist
(701) 367-2009
kablumhardt@otpco.com



2/25/2026: Maple River to Cuyuna Project map from Website: [Maps – MR-C Transmission Project](#)

MRC 345kV Transmission Line - City of Fargo



2/25/2026

- PLSS Township [---] Route1 Easement
- Route1 Parcel



Fargo, North Dakota, Earthstar Geographics, Sources: Esri, TomTom, Garmin, FAO, NOAA, USGS, © OpenStreetMap contributors, and the GIS



Right-of-Way (ROW) Process (ND)

ROW easements allow for the safe construction, operation, and maintenance of linear infrastructure projects including transmission lines. Our team will work closely with landowners during the ROW process to introduce the project and ourselves, answer questions and solicit input, and negotiate and acquire necessary land rights.

Project representatives will contact affected landowners and hold individual meetings to discuss the ROW process, including the need for temporary right-of-entry access, negotiation and acquisition of temporary and permanent land rights, and the restoration and damage process.

1 Right-of-entry for temporary access (2025–2026)

Project representatives will reach out to impacted landowners to request temporary access to a portion of their property. This temporary access is granted through a right-of-entry agreement allowing Project team members to conduct surveys and studies to inform the routing process.

2 Easements (2026–2028)

As the route is defined, impacted landowners will be contacted to begin the ROW negotiation and easement acquisition process. An offer package will be presented to landowners. Our goal is to work closely with landowners to resolve concerns and reach a voluntary agreement.

3 Construction (2029–2032)

Project owners will construct the transmission line within the ROW while maintaining ongoing communications with landowners. Temporary roads may be needed during construction.

4 Restoration (2029–2033)

After construction, damages to crops and property will be settled through reimbursement or restoration. Project owners are responsible for maintaining the easement area.

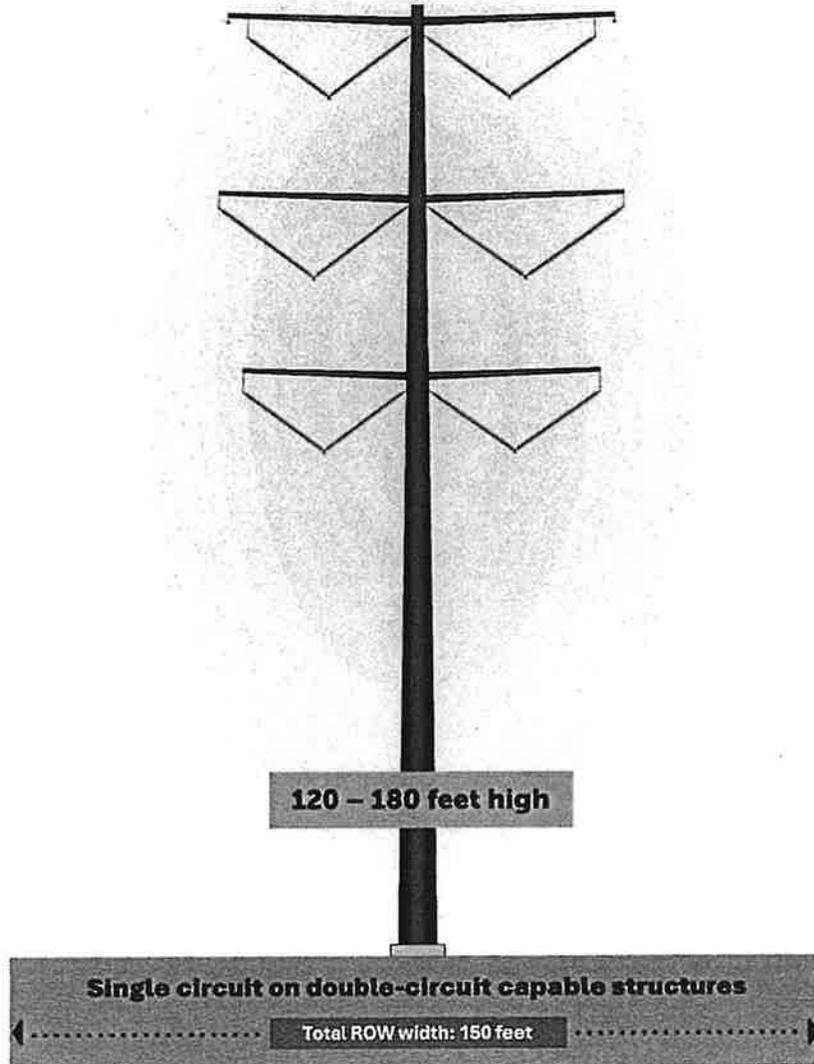
Can this Project share ROW with an existing line?

There may be opportunities to overlap the Project ROW with an existing transmission line corridor.

How large of an easement is needed for the Project?

The typical width of the ROW will be a minimum of 150 feet. It is sometimes necessary to secure additional permanent ROW at angles or areas where specialty structures are used. It could also be necessary to secure temporary areas next to the permanent ROW for stringing and construction access.

Right-of-Way (ROW) Typical Construction



Connect with us

Stay up to date on the project by signing up for email updates or talking to a project team member.

Website: mrctransmissionproject.com

Email: connect@mrctransmissionproject.com

Phone: 1-888-419-5670

The critical need for MISO's Tranche 2.1 transmission portfolio

North Dakota's transmission system is approaching its limit. Without new investment, North Dakota will miss a tremendous opportunity to support growth, economic development, grid reliability, and low-cost electricity.

Transmission's role in North Dakota's energy story

Our companion **digital infographic**, available at otpc.com/PoweringTheFuture, illustrates how multi-value projects (MVPs) impact the grid. You'll see how three essential stages of development work together, providing the bridge to North Dakota's energy future.



1 North Dakota Commission-approved MVPs

Transmission lines built under the Midcontinent Independent System Operator's (MISO) original MVPs unlocked new energy generation and enabled large businesses to locate in North Dakota.

- Wind: Heskett-Wishek
- Wind: Jamestown Substation
- Wind: McHenry County
- Wind: Merricourt Substation
- Wind: Rugby to Glenboro
- Wind: Tantanka-Ellendale line
- Wind: Tatanka Substation
- Wind: Wishek Junction Substation
- Gas: RM Heskett Station
- Solar: Bison
- Ag processing: GP Turnkey
- Ag processing: Green Bison Soybean
- Ag processing: North Dakota Soybean Processors
- Data: Applied Digital (multiple locations)

The original MVP portfolio and Tranche 1 were widely supported.

2 North Dakota Commission-questioned MVPs

Tranche 2.1 builds on the foundation of MISO's long-range transmission planning but faces questions from the North Dakota Public Service Commission (PSC) about cost fairness, benefit analysis, and incentives. This stems from the PSC's concern that Tranche 2.1 projects are driven by renewable and carbon reduction goals set by other states. While those goals are part of Tranche 2.1, the portfolio is designed to deliver far more in reliability and economic benefits across the MISO region.

- Tranche 2.1 addresses severe low voltage concerns in the Red River Valley during peak winter conditions. Without this upgrade, the region has minimal capacity to support future business development.
- Tranche 2.1 eases congestion on key transmission lines in north-central Minnesota that connect North Dakota to the broader MISO market. This enables North Dakota to reliably export surplus energy and import electricity when needed.

Rigorous review ensures these projects solve real reliability challenges and support growth.

In valuing the broader benefits of Tranche 2.1, North Dakota can grab hold of the opportunity for significant commercial development and the proven benefits of regional planning, including fair cost-sharing, reliability, and economic growth.

3 North Dakota's desired future

If Tranche 2.1 falters, future transmission projects may not materialize, resulting in missed opportunities for economic growth, reliability improvements, and access to low-cost generation.

"Tranche 2.1 is more than a transmission upgrade. It's a strategic investment in reliability, economic growth, and energy leadership for North Dakota and the region."

*Tim Rogelstad
President
Otter Tail Power Company*

Why Tranche 2.1

Exceptional value for North Dakota electric consumers

When viewed across the full MVP portfolio—including the original MVPs, Tranche 1, and Tranche 2.1—the total investment reaches approximately **\$39.5 billion**. North Dakota's share remains modest, yet the state gains access to a modern, resilient grid and the economic development opportunities that come with it. Specifically, North Dakota electric consumers will contribute less than 2% of the total cost of Tranche 2.1, while 5% of the transmission facilities will be located in or directly connected to the state—representing nearly **\$1.1 billion in assets for under \$400 million**.

This regional cost allocation model ensures North Dakota's benefits far exceed the financial contributions of the state's electric consumers.

While some have raised concerns about per-customer costs, it's important to recognize that Tranche 2.1 is designed to address urgent reliability challenges and future growth. These investments help prevent costly outages, support new industry and electrification, and ensure North Dakota remains competitive and resilient. By participating in regional transmission planning, North Dakota secures access to a modern and reliable grid—delivering benefits that justify and exceed the end financial contribution of electric consumers.

Each portfolio, including Tranche 2.1, interconnects and contributes to the overall value delivered to the state.

Reliability and resilience

Tranche 2.1 addresses long-standing voltage constraints and enhances grid reliability across eastern North Dakota and northwestern Minnesota. The Maple River-Cuyuna 345-kilovolt project alone will add 1,000 megawatts (MW) of transfer capability in MISO Zone 1, which includes North Dakota, resolving 60% of critical reliability issues and improving flow flexibility during extreme conditions.

Economic development and growth enablement

Tranche 2.1 transmission upgrades will unlock:



Data center development.



Value-added agricultural processing facilities.



Natural gas production, delivery, and consumption, including for the purpose of electric generation.

These sectors are poised to drive job creation and boost regional prosperity, especially in the Red River Valley area.

Future planning

Tranche 2.1 lays the groundwork for future high-voltage transmission lines, enabling access to low-cost generation and providing flexibility to meet evolving energy demands, including those driven by AI and industrial expansion. These priorities reflect the commitments made by North Dakota's elected officials to pursue economic growth, energy leadership, and infrastructure modernization.

Supporting Tranche 2.1 isn't just a technical decision, it's the opportunity to fulfill campaign promises to grow North Dakota's economy.

Regional collaboration and grid efficiency

Electricity flows don't follow state borders. Tranche 2.1 is the result of rigorous regional planning and cost sharing—designed to deliver tangible benefits to every state in the MISO footprint, including North Dakota. Tranche 2.1 doesn't undermine regional fairness; it upholds it. Transparent stakeholder engagement, thorough cost-benefit analysis, and consensus among MISO states drove the identification of Tranche 2.1 projects.

Embracing the opportunity

Critical events since state commissions' July 30 FERC filing

- On August 18 Applied Digital announced plans to break ground in September on Polaris Forge 2, a **\$3 billion, 280-MW AI factory near Harwood, North Dakota.**
- On August 21 the North Dakota Industrial Commission directed the executive director of the Pipeline Authority to **begin contract negotiations with WBI Energy** to purchase transport capacity on an East-West natural gas pipeline.

Electric transmission, including that identified in Tranche 2.1, will be essential to the success of these efforts and critical to enable the development of future natural gas generation from electricity in the Red River Valley. This also is an opportunity for North Dakota to take lead on AI and not cede the development of this industry to China.

Worth remembering

Tranche 2.1 builds on the Tranche 1 portfolio, which itself expanded upon the original MVP portfolio. Individually and collectively, the three portfolios deliver tremendous value to our region and the broader MISO footprint.

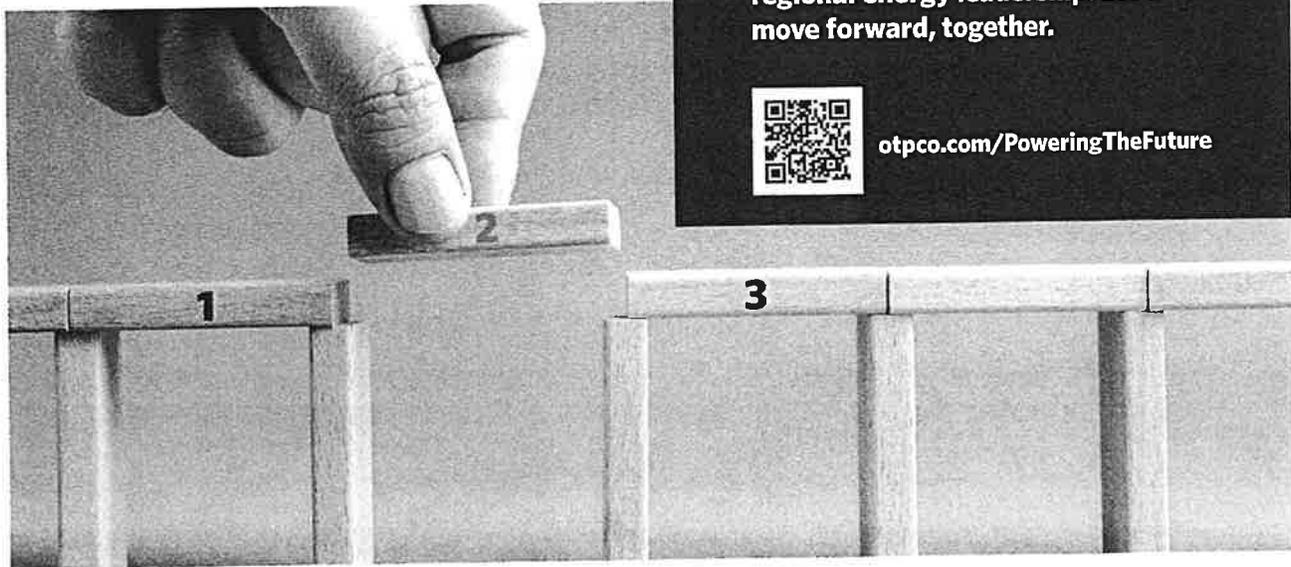
North Dakota's transmission system is approaching its critical limit. Without Tranche 2.1, we miss the opportunity to support new generation, large-scale business growth, and economic development.

Tranche 2.1 builds on the success of the previous MVPs already in service or under development and ensures North Dakota's long-term goals remain within reach.

Tranche 2.1 is a bridge to enhanced reliability, economic vitality, and regional energy leadership. Let's move forward, together.



otpc.com/PoweringTheFuture



REPORT OF ACTION

PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

12

Type: Red River Bridge Maintenance Agreement

Location: Red River

Date of Hearing: 3/9/2026

| | |
|-----------------|----------------------|
| <u>Routing</u> | <u>Date</u> |
| City Commission | <u>3/16/2026</u> |
| PWPEC File | <u>X</u> |
| Project File | <u>Jeremy Gorden</u> |

The Committee reviewed the accompanying correspondence from Division Engineer, Jeremy Gorden, regarding an updated Red River Bridge Maintenance Agreement between City of Fargo, Fargo Park District, City of Moorhead, and Clay County.

Since 2015, we have had an agreement in place for the inspection and maintenance responsibilities of our shared bridges over the Red River. Due to changes that have happened since the original agreement, it is appropriate to revise the agreement. Some of the changes include the removal of the North Broadway bridge, completion of the Oak Grove/Memorial Park pedestrian lift bridge, planned construction of the Bluestem pedestrian bridge, and the recent agreement between NDDOT and MnDOT on boarder bridge inspections.

On a motion by Nicole Crutchfield, seconded by Michael Redlinger, the Committee voted to recommend approval of the updated Red River Bridge Maintenance Agreement.

RECOMMENDED MOTION

Concur with the recommendations of PWPEC and approve the updated Red River Bridge Maintenance Agreement.

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 |
| <u>N/A</u> | <u>N/A</u> |
| <u>N/A</u> | <u>N/A</u> |
| <u>N/A</u> | <u>N/A</u> |

COMMITTEE

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

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

ATTEST:


 Tom Knakmuhs, P.E.
 City Engineer

Memorandum

To: Members of PWPEC

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

Date: March 6, 2026

Re: Approval of Red River Bridge Maintenance Agreement with City of Moorhead, Fargo Park District and Clay County

Background:

I have attached a Bridge Maintenance Agreement for your review. Since 2015, we have had an agreement between us, Fargo Park District, Moorhead, and Clay County covering inspection and maintenance responsibilities for our shared bridges over the Red River. Due to changes that have happened since the original agreement, it is appropriate to revise that agreement. Some of the changes are the removal of the North Broadway bridge, the completion of the Oak Grove/Memorial Park pedestrian lift bridge, the planned construction of the Bluestem pedestrian bridge and the recent agreement between NDDOT and MnDOT on border bridge inspections.

The City Attorney's Office hasn't reviewed this agreement yet, but we will ask them to do so prior to forwarding it on to the City Commission for final approval. There are minor edits still needed, but the framework of the agreement is solid.

Recommended Motion:

Approve the updated Red River Bridge Maintenance Agreement and forward to the City Commission for final approval, pending review by City Attorney's Office.

JMG/klb
Attachment

BRIDGE MAINTENANCE AGREEMENT

THIS AGREEMENT (the “Agreement”) is entered into between the City of Moorhead, whose address is 500 Center Avenue, P.O. Box 779, Moorhead, Minnesota 56561-0779 (“Moorhead”), the City of Fargo, whose address is 200 Third Street North, Fargo, North Dakota 58102 (“Fargo”), the Park District of the City of Fargo, whose address is 701 Main Avenue, Fargo, North Dakota 58103 (the “Park District”), and Clay County, whose address is 807 — 11th Street North, Moorhead, Minnesota 56560 (“Clay County”).

RECITALS

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

WHEREAS, Moorhead City Charter § 6.05, authorizes Moorhead to enter into contracts; and

WHEREAS, Minnesota Statutes Annotated § 373.01, authorizes Clay County to enter into contracts; and

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

WHEREAS, there are a number of bridges serving the Fargo-Moorhead area that need to be or will need to be inspected, repaired and maintained; and

WHEREAS, the parties have agreed to share in the responsibility of maintenance, inspection, and repair of the bridges, subject to the terms of this Agreement.

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:

AGREEMENT

1. **The Bridges.** The bridges to be inspected, maintained, and/or repaired pursuant to this Agreement are:
 - a. 40th Avenue North (CSAH 20)/Wall Street Avenue (CSAH No. 22) Bridge (Bridge No. 14539)
 - b. 12th Avenue North/15th Avenue North Bridge (Bridge No. 14523)
 - c. 1st Avenue North Bridge (Bridge No. 14511)
 - d. Center Avenue/NP Avenue (Bridge No. 5270)
 - e. 52nd Avenue South/60th Avenue South (CSAH No. 12) Bridge (Bridge No. 14510)
 - f. Lindenwood-Gooseberry Pedestrian Bridge
 - g. Oak Grove-Memorial Pedestrian Bridge
 - h. Floating Pedestrian Bridge
 - i. Bluestem Pedestrian Bridge (Bridge No. R1122)

(hereinafter collectively referred to as the “Bridges”).

2. **Inspection.** The Bridges must be inspected in accordance with federal and state requirements and the National Bridge Inspection Standards as required by 23 CFR 650.3. Pursuant to a border bridge agreement between the North Dakota Department of Transportation (NDDOT) and the Minnesota Department of Transportation (MnDOT), those two agencies will be the lead agencies for conducting bridge inspections. Where bridge inspections are conducted by NDDOT, they will coordinate directly with Fargo. Where bridge inspections are conducted by MnDOT, they will coordinate directly with Moorhead or Clay County. Fargo and Moorhead or Clay County will notify each other when a DOT inspection is to be conducted. Bridge inspection responsibilities will be as follows:
 - a. MnDOT will act as the lead in arranging for and conducting the routine inspections of Bridge No. 14523 and for the special inspections of the pin and hanger assemblies of Bridge No. 5270. NDDOT will act as the lead in arranging for and conducting the routine inspections of Bridge Nos. 14511 and 5270, and for the inspections of the underwater elements of Bridge Nos. 14523, 14511, and 5270. Fargo and Moorhead agree to share the costs of inspection that are not covered by MnDOT and/or NDDOT, including all administrative costs, for these three bridges equally. Timing of inspections will be, at a minimum, as required by federal or state law, or by National Bridge Inspection Standards. Inspection of the Bridges may be done more frequently than required by federal or state law, or by National Bridge Inspection Standards, if any party to this Agreement deems the inspection necessary.
 - b. MnDOT will act as the lead in arranging for and conducting the inspections of Bridge No. 14539. NDDOT will act as the lead in arranging for and conducting the routine inspections of Bridge No. 14510, and for the inspections of the underwater elements of Bridge Nos. 14510 and 14539. Fargo and Clay County agree to share the costs of inspection that are not covered by MnDOT and/or NDDOT, including all administrative costs, for these two bridges equally. Timing of inspections will be, at a minimum, as required by federal or state law, or by National Bridge Inspection Standards. Inspection of the Bridges may be done more frequently than required by federal or state law, or by National Bridge Inspection Standards, if any party to this Agreement deems the inspection necessary.
 - c. There are no current federal or state requirements to inspect pedestrian bridges. In the event federal or state requirements change, or if any party wishes to inspect the pedestrian bridges, the responsibility for the inspection will be as set forth in paragraph 7 below.
3. **Snooper Truck.** A snooper truck is a truck with a long arm used by qualified inspectors to perform thorough evaluations of bridges to identify necessary repairs. A snooper truck may be utilized in conducting the inspection of the Bridges. For purposes of this Agreement, if Fargo, Moorhead, or Clay County conduct an inspection, the snooper truck will be provided by MNDOT. Any and all costs, including all administrative costs, associated with rental or use of the snooper truck will be split equally between the responsible parties.
4. **General Maintenance.** General maintenance includes, but is not limited to, flushing of joints, pavement markings, sweeping, and snow removal. General maintenance responsibilities will be as follows:

- a. Roadway snow removal for each of the Bridges will be the responsibility of whichever entity is first to arrive at the location, unless otherwise agreed between the parties responsible for each bridge.
 - b. Street sweeping, pavement marking, joint flushing and sidewalk snow removal for Bridges Nos. 14511, 14523, 14539, and 5270 will be the responsibility of Moorhead and Fargo.
 - i. Moorhead will be responsible for these activities on Bridge Nos. 14523 and 5270.
 - ii. Fargo will be responsible for these activities on Bridge Nos. 14511 and 14539.
 - c. The costs associated with General maintenance of the Bridges will be split pursuant to the terms of this Agreement. General maintenance of items on each party's own property, including the approaches and bridge abutments, will be the responsibility of that party. Repairs to the superstructure or the deck will be split pursuant to the terms of this Agreement.
5. **Maintenance and Repair — Bridges Nos. 14511, 14523, 5270.** Maintenance and repair work for Bridge Nos. 14511, 14523, and 5270 will be the responsibility of Moorhead and Fargo.
- a. Moorhead will be responsible for:
 - i. Contracting with an engineering firm for the preparation of any plans and specifications necessary for the completion of any recommended maintenance or repair;
 - ii. Contracting with the proper party to perform any and all maintenance or repair of the Bridge as identified by the inspection, or as identified by either Moorhead or Fargo;
 - iii. Arranging for any necessary materials testing;
 - iv. Arranging for the necessary traffic control during the maintenance or repair, including both pedestrian and vehicular traffic; and
 - v. Contributing one half of the total cost, including all administrative costs, of the maintenance or repair.
 - b. Fargo will be responsible for:
 - i. Contributing one half of the total cost of the maintenance or repair, including construction, testing, engineering, legal, and all administrative costs.
 - c. In the event the river reaches a level which requires additional work be done to Bridge No. 14523, including but not limited to, removal of light poles and fencing on the Bridge, Moorhead will be the responsible party for ensuring the work is completed. Any and all costs, including all administrative costs, associated with this work will be shared equally between Moorhead and Fargo.
 - d. Approval must be given in writing by the authorized person or persons for both Fargo and Moorhead prior to incurring any cost for maintenance or repair of the Bridges identified in this paragraph. Planning for repairs should be completed one year in advance unless repair constitutes an emergency.

6. **Maintenance and Repair — Bridges Nos. 14510 and 14539.** Maintenance and repair work for Bridge Nos. 14510 and 14539 will be the responsibility of Clay County and Fargo.

a. Clay County will be responsible for:

- i. Contracting with an engineering firm for the preparation of any plans and specifications necessary for the completion of any recommended maintenance or repair;
- ii. Contracting with the proper party to perform any and all maintenance or repair of the bridge as identified by the inspection, or as identified by either Clay County or Fargo;
- iii. Arranging for any necessary materials testing;
- iv. Arranging for the necessary traffic control during the maintenance or repair, including both pedestrian and vehicular traffic; and
- v. Contributing one half of the total cost, including all administrative costs, of the maintenance or repair.

b. Fargo will be responsible for:

- i. Contributing one half of the total cost of the maintenance or repair, including construction, testing, engineering, legal, and all administrative costs.
- ii. Approval must be given in writing by the authorized person or persons for both Fargo and Clay County prior to incurring any cost for maintenance or repair of the bridges identified in this paragraph. Planning for repairs should be completed one year in advance unless repair constitutes an emergency

7. **Maintenance and Repair — Pedestrian Bridges.**

a. *Floating Pedestrian Bridge.* The Park District and Moorhead, through the Park Department, will share equally in any repair costs associated with the floating pedestrian bridge. The Park District and Moorhead will alternate responsibility for the maintenance, installation, and removal of the floating pedestrian bridge.

i. Moorhead will be responsible for:

- 1) maintenance and removal of the floating pedestrian bridge in even- numbered years;
- 2) installation of the floating pedestrian bridge in the spring of the following odd-numbered year; and
- 3) contributing one half of the total cost of any repairs associated with the floating pedestrian bridge.

ii. The Park District will be responsible for:

- 1) maintenance and removal of the floating pedestrian bridge in odd- numbered years;
- 2) installation of the floating pedestrian bridge in the spring of the following even-numbered year; and
- 3) contributing one half of the total cost of any repairs associated with the floating pedestrian bridge.

- b. *Permanent Pedestrian Bridges*. Responsibility for the permanent pedestrian bridges will be as follows:
 - i. The Park District will be responsible for:
 - 1) 100% of the operation and maintenance of the Lindenwood-
 - 2) Gooseberry Pedestrian Bridge; and
 - 3) 50% of the operation and maintenance of the Bluestem Pedestrian Bridge once it is complete (anticipated to be complete in 2028).
 - ii. Moorhead will be responsible for:
 - 1) 100% of the operation and maintenance of the Oak Grove-Memorial Pedestrian Bridge.
 - 2) 50% of the operation and maintenance of the Bluestem Pedestrian Bridge once it is complete (anticipated to be complete in 2028).
- c. In the event any of the pedestrian bridges, floating or permanent, referenced in this section are in need of any major capital improvement, meaning an improvement that exceeds \$5,000, the cost of that improvement will be the joint responsibility of the Park District and Moorhead. Any and all major capital improvements must first be approved, in writing, by both the Park District and Moorhead.
- d. Moorhead and the Park District will each designate a representative who will be the party's representative with respect to any matters relating to the pedestrian bridges in dispute or requiring agreement under the terms of this Agreement. Such representative may be changed from time to time. The representatives will be responsible for resolving any dispute between the parties concerning this Agreement and for the preparing an annual schedule of maintenance and repairs.
- e. If the designated representatives cannot agree with respect to any matter requiring agreement or with respect to any dispute concerning this Agreement, the parties will submit the matter to their respective Boards (or a committee established by the Board) to resolve the dispute. If they cannot otherwise settle the dispute, the matter will be submitted to binding arbitration. Unless the parties can agree upon a single arbitrator, each party will select one arbitrator and the two so selected will select the third arbitrator. The decision of a majority of the arbitrators, or the single arbitrator chosen, will be conclusive and binding upon the parties.
- 8. **Easements**. Each party will each grant any other party any and all necessary easements to enable the other party to perform their obligations under the terms of this Agreement.
- 9. **Term**. The term of this Agreement will be ten (10) years, with an expiration date of December 31, 2036. This Agreement will automatically renew for successive periods of one (1) year unless terminated by any party. Any party may terminate this Agreement by providing one (1) year written notice to the other parties.

10. **Liability.** The employees and officers of a party are deemed to be employees (as defined in Minn. Stat. § 466.01, subdivision 6) of that party. The limits of liability for some or all of the parties may not be added together to determine the maximum amount of liability for each party. Any and all liability of the parties related to the terms of this Agreement will be limited to the amounts specified by the statutory requirements set forth in North Dakota Century Code § 32-12.1-03 and Minnesota Statutes Annotated § 466.04, irrespective of whether any party may have waived the limit on liability set forth in those chapters. These statutory limitations may not be stacked to increase the maximum amount of liability for each party.

11. **Release and Waiver.** In consideration of the mutual promises of the parties and to the fullest extent permitted by law, each party assumes all risk of personal injury or death and property damage or loss from whatever causes arising while that party, its agents, employees or designees are conducting work pursuant to this Agreement and each party releases the other parties, their officers, employees, agents or designees relating to or arising out of that party's, its agents, employees or designees work pursuant to this Agreement, whether known or unknown, foreseen or unforeseen, liquidated, unliquidated, fixed, contingent, material or immaterial, disputed or undisputed, suspected or unsuspected, asserted or unasserted, direct or indirect, at law or in equity, from the beginning of time, and each party understands and acknowledges the significance of such release and waiver and hereby assumes full responsibility for any injuries, damages or losses that it may incur as a result of its execution of this Agreement.

12. **Insurance.** Moorhead, through League of Minnesota Cities Insurance Trust (LMCIT), will maintain insurance on Bridge Nos. 14511, 14523, 5270, and the pedestrian bridges. Moorhead will bill the Park District and Fargo for their respective share of the cost of the insurance. Clay County will maintain insurance on Bridge Nos. 14510, 14524, and 14539. Clay County will bill Fargo for their respective share of the cost of the insurance. The parties may annually review the costs of insurance and potential insurance providers.

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

If to Fargo:

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

If to Moorhead:

City of Moorhead
ATTN: City Manager
P.O. Box 779
Moorhead, MN 56561-0779

If to the Park District: Park District of the City of Fargo
ATTN: Finance Director
701 Main Avenue
Fargo, ND 58103

If to Clay County: Clay County
ATTN: County Auditor
807 – 11th Street North
Moorhead, MN 56560

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 Agreement.

14. **Time is of the Essence.** Time is of the essence of each provision of this entire Agreement and of all the conditions thereof.
15. **Entire Agreement.** This Agreement constitutes the entire and complete agreement between the parties and supersedes any prior oral or written agreements between the parties with respect to the subject premises. It is expressly agreed that there are no verbal understandings or agreements which in any way change the terms, covenants and conditions set forth herein, and that no modification of this Agreement and no waiver of any of its terms and conditions will be effective unless in writing and duly executed by the parties.
16. **Amendments.** No amendment, modification, or waiver of any condition, provision or term will be valid or of any effect unless made in writing signed by the party or parties to be bound, or a duly authorized representative, and specifying with particularity the extent and nature of such amendment, modification or waiver.
17. **No Forbearance.** The failure or delay of any party to insist on the performance of any of the terms of this Agreement, or the waiver of any breach of any of the terms of this Agreement, will not be construed as a waiver of those terms, and those terms will continue and remain in full force and effect as if no forbearance or waiver had occurred and will not affect the validity of this Agreement, or the right to enforce each and every term of this Agreement.
18. **Remedies.** Except as expressly and specifically stated otherwise, nothing herein will limit the remedies and rights of the parties under and pursuant to this Agreement.
19. **Binding Effect.** All covenants, agreements, warranties and provisions of this Agreement will be binding upon and inure to the benefit of the parties and their respective heirs, representatives, successors and assigns. When used herein, the singular will include the plural, the plural will include the singular, and the use of one gender will include all other genders, as and when the context so requires.
20. **Governing Law.** This Agreement has been made and entered into under the laws of the State of North Dakota, and said laws will control its interpretation. Any litigation arising out of this Agreement will be venued in State District Court in Cass County, North Dakota, and the parties

waive any objection to venue or personal jurisdiction.

21. **Rules of Construction.** The parties acknowledge that they have had the opportunity to review this Agreement, and that they have an equal bargaining position in this transaction. No rule of construction that would cause any ambiguity in any provision to be construed against the drafter of this document will be operative against any party to this Agreement.
22. **Representation.** The parties, having been represented by counsel or having waived the right to counsel, have carefully read and understand the contents of this Agreement, and agree they have not been influenced by any representations or statements made by any other parties.
23. **Headings.** Headings in this Agreement are for convenience only and will not be used to interpret or construe its provisions.
24. **Previous Agreements Superseded.** This Agreement supersedes any previous agreement between any of the parties hereto regarding any of the Bridges, or its predecessor.

(Remainder of page intentionally left blank.)

Dated this ____ day of _____, 2026.

CITY OF FARGO, NORTH DAKOTA:

By: _____

Its: _____

ATTEST:

By: _____

Its: _____

(Signatures continue on the following pages.)

Dated this ____ day of _____, 2026.

CITY OF MOORHEAD, MINNESOTA:

By: _____

Its: _____

By: _____

Its: _____

ATTEST:

By: _____

Its: _____

(Signatures continue on the following pages.)

Dated this ___ day of _____, 2026.

PARK DISTRICT OF THE CITY OF FARGO:

By: _____

Its: _____

ATTEST:

By: _____

Its: _____

(Signatures continue on the following pages.)

Dated this ___ day of _____, 2026.

CLAY COUNTY, MINNESOTA:

By: _____

Its: _____

ATTEST:

By: _____

Its: _____

PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

13

Type: Reconstruction Agreement

Location: 4th Ave N & 29th St

Hearing: 3/9/2026

| | |
|-----------------|---------------------|
| <u>Routing</u> | <u>Date</u> |
| City Commission | <u>3/16/2026</u> |
| PWPEC File | <u>X</u> |
| Project File | <u>Kevin Gorder</u> |

The Committee reviewed the accompanying correspondence from Division Engineer, Kevin Gorder, regarding a Reconstruction Agreement with Case New Holland (CNH) for 4th Avenue North between 29th Street and the CNH property.

Engineering has been working with CNH on reconstruction of 4th Avenue between 29th Street North and the CNH property. On December 1, 2025, Engineering proposed, and PWPEC concurred, to waive the 10% Engineering and 4% Admin fees as the City's contribution to the project. Project costs will be assessed per policy and any remaining funds needed will be assessed to CNH.

Staff is seeking approval of the Reconstruction Agreement with CNH.

On a motion by Gary Lorenz, seconded by Nicole Crutchfield, the Committee voted to recommend approval of the Reconstruction Agreement.

RECOMMENDED MOTION

Concur with recommendations of PWPEC and approve the Reconstruction Agreement with CNH.

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 | N/A | _____ |
| Agreement for payment of specials required of developer | N/A | _____ |
| Letter of Credit required (per policy approved 5-28-13) | N/A | _____ |

COMMITTEE

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

ATTEST:



 Tom Knakmuhs, P.E.
 City Engineer

Memorandum

To: Members of PWPEC
From: Kevin Gorder, Division Engineer
Date: March 4, 2026
Re: Reconstruction Agreement with Case New Holland (CNH)
4th Avenue North, 29th Street – CNH Property

Background:

Engineering has been working with CNH on reconstructing 4th Avenue between 29th Street North and the CNH property. On December 1, 2025, Engineering proposed and PWPEC concurred, in waiving the 10% Engineering and 4% Admin fees as an in-kind contribution to the project. This in-kind contribution has not been approved by the City Commission yet.

Project costs will be assessed as per policy and any remaining funds needed will be assessed to CNH. City funds are not available for this project, so the only path to completing this project, at this time is with additional funds from CNH. Engineering has been working with CNH on an agreement and the final version is attached to this memo.

CNH has a scheduled a shut down for four weeks this summer to complete this work. Jason Leonard is working on plans with CNH to complete this work during the scheduled shut down.

Recommended Motion:

Approve the Reconstruction Agreement with CNH and waive the Engineering and Administration markups and forward to the City Commission.

KOG/klb
Attachment

ROAD RECONSTRUCTION AGREEMENT

THIS ROAD RECONSTRUCTION AGREEMENT ("Agreement"), is made and entered by and between the City of Fargo, a municipal corporation (hereinafter referred to as "City"), and Case Equipment Corporation a/k/a Case Corporation, a Delaware corporation (hereinafter referred to as "CASE" or "Owner").

WHEREAS, CASE owns real property within the city of Fargo located at 3401 1st Avenue North. The real property may also be accessed from the east along 4th Avenue North.

WHEREAS, CASE uses 4th Avenue North west of 29th Street North for an employee entrance onto the property and deliveries are made by access from 4th Avenue North to enter the property.

WHEREAS, CASE also owns property along the north and along the south west half of 4th Avenue North.

WHEREAS, CASE has requested that the City reconstruct the portion of 4th Avenue North from 29th Street North to its property line to the west.

WHEREAS, CASE has requested that the City follow the Infrastructure Funding Policy to

pay for the reconstruction. CASE has offered to pay the City portion of the project and requests that this amount be added to its benefitted properties as an assessment.

WHEREAS, the City recognizes that the current condition of 4th Avenue North makes it a candidate for future street reconstruction.

WHEREAS, Owner acknowledges it will be subject to future assessments for the reconstruction of 4th Avenue North under the City's Infrastructure Funding Policy, and desires to participate in the cost allocation of reconstructing 4th Avenue North.

WHEREAS, based on the mutual benefits to both parties, the City is willing to reconstruct 4th Avenue North, subject to certain limitations and conditions as provided herein.

NOW, THEREFORE, it is hereby agreed by and between the parties hereto as follows:

1. Owner holds all right, title, and interest in the following real property, specifically described as (the "Property"):

Lots 1 thru 11, Block 3 of Schultz & Lindsays 1st Addition situated in the City of Fargo, Cass County, North Dakota;

and

A portion of Lot 5, all of Lots 6, 7, & 8, Block 2 of Schultz & Lindsays 1st Addition situated in the City of Fargo, Cass County, North Dakota

2. CASE is using 4th Avenue North as the primary entrance into its property/facility for deliveries of materials and employee access. The roadway has a Pavement Condition Index rating of 32 which is in the poor category and will need to be reconstructed in the future. This rating could also indicate the roadway is not a good candidate for preventative maintenance and will need to be reconstructed as the next strategy.

3. City will plan, develop, and complete a road rehabilitation and reconstruction project for 4th Avenue North adjacent to the Property (the "Project"). The dates for beginning and completion of this project will be agreed upon between the parties hereto at a later date, but the parties mutually agree the project will coincide with a planned plant shutdown in July of 2026. Owner and City agree to work together on construction phasing that will allow the project sufficient time to entice bidders and allow for the lowest possible bid. The City has the sole right and discretion to accept and reject bids for the project, and to forego implementation of the road rehabilitation and reconstruction project due to cost or if the project otherwise becomes unfeasible.
4. The current cost estimate for the Project is \$1,200,000. The parties hereby mutually acknowledge that this estimate is subject to change prior to bid award and completion of the project. In the event the Project cost exceeds \$1,200,000 the City will request approval from Owner prior to proceeding. Owner has requested and the City concurs that the order of assessment will proceed in the following order:
 - a. Special assessments shall be applied by using the current Infrastructure Funding Policy approved by the City Commission.
 - b. The remainder of the reconstruction cost will be assessed to the Property.
5. As an In-Kind contribution to the project, the City agrees to waive the markups in the Infrastructure Funding Policy.
6. This Agreement constitutes the entire agreement by and between the parties with respect to the subject matter hereof, and any other prior representations or agreements are deemed merged herein, and those not specified herein do not represent agreements, promises,

covenants, or representations on the part of either party hereto.

7. 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.
8. If any provision, section, or clause herein is held by a court with jurisdiction to be illegal or invalid for any reason, such illegality or invalidity shall not affect the validity of the remainder of this Agreement.
9. The parties hereby stipulate and agree that this Agreement is controlled by the laws of North Dakota and that the State District Court of Cass County, North Dakota, shall be the sole and exclusive venue for any lawsuit pertaining to this Agreement.
10. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.



March 11, 2026

Board of City Commissioners
City of Fargo
200 North Third Street
Fargo, ND 58102

Re: Access Agreement – YWCA Cass Clay and Lantern Light LLC
Improvement District #BR-26-H1

Dear Commissioners:

Accompanying for City Commission review and approval is an original Access Agreement with the YWCA Cass Clay and Lantern Light LLC in association with Improvement District #BR-26-H1.

1101 32nd Avenue South - 3003 11th Street South

RECOMMENDED MOTION:

Approve an Access Agreement with the YWCA Cass Clay and Lantern Light LLC.

Please return the signed original.

Respectfully submitted,

A handwritten signature in black ink that reads 'Shawn G. Bullinger'.

Shawn G. Bullinger
Land Acquisition Specialist

C: Eric Hodgson

ACCESS AGREEMENT

This Access Agreement is made by and between the **City of Fargo**, a North Dakota municipal corporation (“City”), 225 4th Street North, Fargo, ND 58102, **YWCA Cass Clay** (“YWCA”), a North Dakota nonprofit corporation, 4650 38th Ave S, Suite 110, Fargo, ND 58104, and **Lantern Light LLC** (“Lantern Light”), a North Dakota limited liability company, 4650 38th Ave S, Suite 110, Fargo, ND 58104.

RECITALS

WHEREAS, during the 2026 construction season the City will be constructing upgrades to 32nd Avenue South in Fargo from 15th Street South to Lift Station #27.

WHEREAS, the City’s construction activities and upgrades to 32nd Avenue will close access to Lantern Light’s property from the south along 32nd Avenue.

WHEREAS, the City will install temporary access through property owned by the YWCA, the City, and Lantern Light to allow the employees and patrons of Lantern Light to gain access to Lantern Light’s property, as well as provide access to a homeowner at 1102 32nd Avenue South.

NOW, THEREFORE, in consideration of the parties’ mutual covenants contained in this Agreement, and other good and valuable consideration the receipt and sufficiency of which the parties acknowledge, the parties agree as follows:

AGREEMENT

1. **Access.** The City, by and through its contractor, shall install temporary access through property owned by the YWCA, City, and Lantern Light to ensure access to Lantern Light’s property through the construction limits during the period of construction. City’s contractor shall utilize reasonable efforts to manage the temporary access route to ensure ingress and egress are not impeded during the period of construction. A site plan sheet depicting the construction area and temporary access route is attached hereto as Exhibit A and incorporated fully by reference.

2. **Ingstad Property.** The parties hereto further agree that the owners, licensees, and invitees to the property located at 1102 32nd Avenue South, owned by James D. Ingstad and Victoria Ingstad, shall be allowed ingress and egress along the temporary access route depicted on Exhibit A.

3. **Term.** The rights and privileges granted under this Agreement will begin March 1, 2026 and will continue until access to eastbound 32nd Avenue is restored at the intersection of University Drive and 32nd Avenue.

4. **Condition of the Property.** The City will return YWCA’s property and Lantern Light’s property as nearly as practicable to its original condition, taking into consideration the nature of the work being performed.

5. **Governing Law.** This Agreement will be construed and enforced in accordance with North Dakota law. The parties agree the venue for any litigation arising out of this Agreement will be in District Court in Cass County, North Dakota, and the parties waive any objection to personal jurisdiction.

6. **Survival of Agreement.** If any court of competent jurisdiction finds any provision or part of this Agreement is invalid, illegal, or unenforceable, that portion will be deemed severed from this Agreement, and all remaining terms and provisions of this Agreement will remain binding and enforceable; the parties will reconvene negotiations to arrive, in good faith, at an agreement as to matters remaining undetermined as a result of any finding by a court of competent jurisdiction.

7. **Modifications.** Any modifications or amendments of this Agreement must be in writing and signed by both parties to this Agreement.

8. **Binding Effect.** The covenants, terms, conditions, provisions, and undertakings in this Agreement, or in any amendment, will be binding upon the parties' successors, heirs, representatives, and assigns, including successors in title.

(Signature pages to follow)

Dated this _____ day of March, 2026.

**CITY OF FARGO, NORTH DAKOTA, a
municipal corporation**

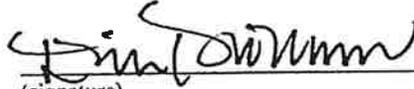
By: _____
Dr. Timothy J. Mahoney, M.D., Mayor

ATTEST:

Angie Bear,
Deputy Auditor on behalf of City Auditor

Dated this 10 day of ~~February~~ ^{March}, 2026.

YWCA Cass Clay

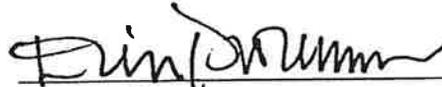

(signature)

By: ERIN PROCHNOW

Its: CEO

Dated this 10 day of ~~February~~ ^{March}, 2026.

Lantern Light LLC

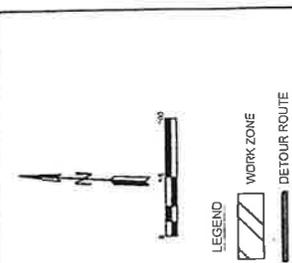


By: Erin Prochnow

Its: MANAGING PARTNER

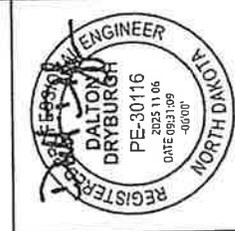
Exhibit A

| | | | | | |
|--|--|-------|-------------------|-------------|-----------|
| | | STATE | PROJECT NO. | SECTION NO. | SHEET NO. |
| | | ND | TMA-SU-8-984(180) | 100 | 4 |

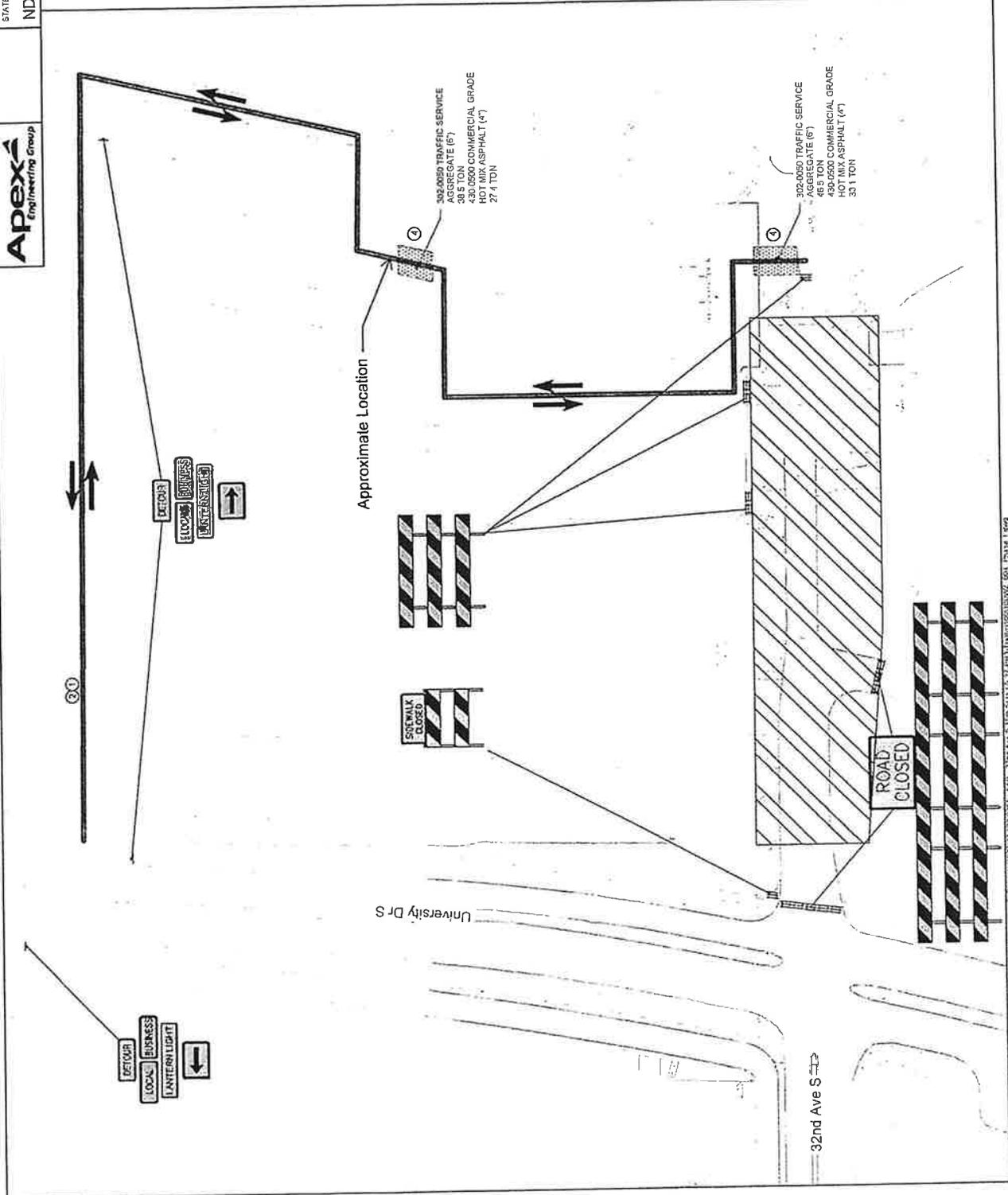


- CONSTRUCTION NOTES**
- ① LOCAL ACCESS ROUTE
 - ② BUSINESS ACCESS ROUTE
 - ③ ALL STOP SIGNS ON THE POSTED DETOUR ROUTE MUST HAVE FLAGS
 - ④ TEMPORARY ACCESS ROAD

Exhibit A



32ND AVE S RECONSTRUCTION
15TH ST S LS #27
TRAFFIC CONTROL
PHASE 1



11/2/2025 10:51:51 AM W:\proj\1044\32nd Ave S\15th St S\15th St S 27 Traffic Control\DWG_001_P1.dwg



17

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 11, 2026

Honorable Board of City
Commissioners
City of Fargo
Fargo, ND

Re: Improvement District No. BR-26-C1

Dear Commissioners:

Bids were opened at 11:45 am on Wednesday, March 11, 2026, for Paving and Utility Rehab/Reconstruction, Improvement District No. BR-26-C1, located as follows: 10th Avenue South from 6th Street to 7th Street, 11th Avenue South from 7th Street to 8th Street, 12th Avenue South from 6th Street to 7th Street, and 7th Street South from 10th Avenue to 13th Avenue.

The bids were as follows:

| | |
|---------------------------|----------------|
| Dakota Underground Co Inc | \$2,785,515.83 |
| Engineers Estimate | \$2,828,511.86 |

Private financial security is not needed.

No protests have been received.

This office recommends award of the contract to Dakota Underground Co Inc. in the amount of \$2,785,515.83 as the lowest and best bid.

Sincerely,

Thomas Knakmuhs, P.E.
City Engineer



Engineer's Statement Of Cost
Improvement District # BR-26-C1
Paving And Utility Rehab/Reconstruction

10th Avenue South from 6th Street to 7th Street, 11th Avenue South from 7th Street to 8th Street, 12th Avenue South from 6th Street to 7th Street, and 7th Street South from 10th Avenue to 13th Avenue.

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-C1 of the City of Fargo, North Dakota.

| Line | Description | Unit | Quantity | Unit Price (\$) | Amount (\$) |
|-----------------------------|--|------|----------|-----------------|-------------------|
| Sanitary Sewer | | | | | |
| 1 | F&I Controlled Density Fill | CY | 37.00 | 300.00 | 11,100.00 |
| 2 | F&I Manhole 4' Dia Reinf Conc | EA | 4.00 | 9,000.00 | 36,000.00 |
| 3 | Remove Manhole | EA | 5.00 | 2,000.00 | 10,000.00 |
| 4 | F&I 1-1/4" Trench Found Rock 4" thru 12" Dia | LF | 1,121.60 | 0.01 | 11.22 |
| 5 | Clean Pipe All Sizes All Types | LF | 1,121.60 | 3.00 | 3,364.80 |
| 6 | Connect Pipe to Exist Pipe | EA | 3.00 | 2,000.00 | 6,000.00 |
| 7 | Bore Pipe SDR 26 - 6" Dia PVC | LF | 995.41 | 0.01 | 9.95 |
| 8 | Remove Pipe All Sizes All Types | LF | 230.00 | 30.00 | 6,900.00 |
| 9 | F&I Pipe w/GB SDR 26 - 6" Dia PVC | LF | 967.31 | 0.01 | 9.67 |
| 10 | F&I Pipe w/GB SDR 26 - 18" Dia PVC | LF | 5.00 | 670.00 | 3,350.00 |
| 11 | F&I Pipe w/GB SDR 35 - 10" Dia PVC | LF | 1,111.60 | 275.00 | 305,690.00 |
| 12 | F&I Pipe w/GB SDR 35 - 12" Dia PVC | LF | 5.00 | 630.00 | 3,150.00 |
| 13 | Connect Sewer Service | EA | 35.00 | 10,000.00 | 350,000.00 |
| 14 | Eliminate Sewer Service | EA | 1.00 | 3,500.00 | 3,500.00 |
| Sanitary Sewer Total | | | | | 739,085.64 |
| Water Main | | | | | |
| 15 | F&I Fittings C153 Ductile Iron | LB | 1,350.00 | 15.00 | 20,250.00 |
| 16 | F&I Hydrant | EA | 3.00 | 8,400.00 | 25,200.00 |
| 17 | F&I 1-1/4" Trench Found Rock 4" thru 12" Dia | LF | 1,620.00 | 0.01 | 16.20 |

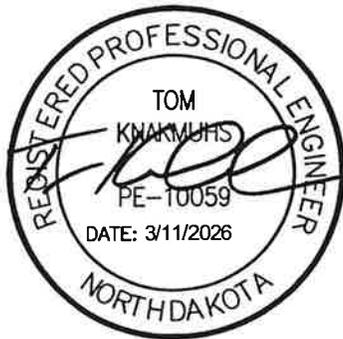
| Line | Description | Unit | Quantity | Unit Price (\$) | Amount (\$) |
|--------------------------|---|------|----------|-----------------|-------------------|
| 18 | Connect Pipe to Exist Pipe | EA | 5.00 | 3,000.00 | 15,000.00 |
| 19 | Remove Pipe All Sizes All Types | LF | 195.00 | 20.00 | 3,900.00 |
| 20 | Remove Pipe Asbestos Cement | LF | 195.00 | 0.01 | 1.95 |
| 21 | F&I Pipe w/GB C900 DR 18 - 6" Dia PVC | LF | 48.00 | 145.00 | 6,960.00 |
| 22 | F&I Pipe w/GB C900 DR 18 - 8" Dia PVC | LF | 410.00 | 150.00 | 61,500.00 |
| 23 | F&I Pipe w/GB C900 DR 18 - 12" Dia PVC | LF | 1,162.00 | 170.00 | 197,540.00 |
| 24 | F&I Gate Valve 6" Dia | EA | 5.00 | 3,000.00 | 15,000.00 |
| 25 | F&I Gate Valve 8" Dia | EA | 2.00 | 3,800.00 | 7,600.00 |
| 26 | F&I Gate Valve 12" Dia | EA | 4.00 | 6,300.00 | 25,200.00 |
| 27 | Bore Pipe 1" Dia Water Service | LF | 150.00 | 95.00 | 14,250.00 |
| 28 | F&I Pipe w/GB 1" Dia Water Service | LF | 989.00 | 105.00 | 103,845.00 |
| 29 | Rem & Repl CS & Box 1" Dia | EA | 35.00 | 1,200.00 | 42,000.00 |
| 30 | Connect Water Service | EA | 35.00 | 1,650.00 | 57,750.00 |
| 31 | Eliminate Water Service | EA | 1.00 | 3,000.00 | 3,000.00 |
| 32 | Furnish Temp Water Svc | LS | 1.00 | 20,000.00 | 20,000.00 |
| Water Main Total | | | | | 619,013.15 |
| Storm Sewer | | | | | |
| 33 | Repair Manhole Floor & Invert | EA | 1.00 | 2,000.00 | 2,000.00 |
| 34 | F&I Manhole 4' Dia Reinf Conc | EA | 3.00 | 10,000.00 | 30,000.00 |
| 35 | Remove Manhole | EA | 6.00 | 1,500.00 | 9,000.00 |
| 36 | F&I Inlet - Single Box (SBI) Reinf Conc | EA | 12.00 | 3,700.00 | 44,400.00 |
| 37 | Remove Inlet | EA | 12.00 | 1,000.00 | 12,000.00 |
| 38 | Connect Pipe to Exist Pipe | EA | 6.00 | 1,500.00 | 9,000.00 |
| 39 | Remove Pipe All Sizes All Types | LF | 392.00 | 30.00 | 11,760.00 |
| 40 | F&I Pipe w/GB 15" Dia | LF | 382.09 | 150.00 | 57,313.50 |
| 41 | F&I Pipe w/GB 12" Dia Reinf Conc | LF | 3.54 | 0.01 | 0.04 |
| 42 | F&I Pipe w/GB 15" Dia Reinf Conc | LF | 1.54 | 0.01 | 0.02 |
| 43 | F&I Pipe w/GB 33" Dia Reinf Conc | LF | 23.45 | 550.00 | 12,897.50 |
| 44 | F&I Pipe w/GB 42" Dia Reinf Conc | LF | 5.00 | 850.00 | 4,250.00 |
| 45 | F&I Flat MH Cover 8" Thick Reinf Conc | EA | 1.00 | 1,500.00 | 1,500.00 |
| 46 | Special Bid Item A | LS | 1.00 | 3,000.00 | 3,000.00 |
| Storm Sewer Total | | | | | 197,121.06 |
| Paving | | | | | |
| 47 | Remove Pavement All Thicknesses All Types | SY | 7,578.00 | 18.00 | 136,404.00 |
| 48 | F&I Casting Water Service | EA | 1.00 | 400.00 | 400.00 |

| Line | Description | Unit | Quantity | Unit Price (\$) | Amount (\$) |
|--------------------------|---|------|----------|-----------------|---------------------|
| 49 | Subgrade Preparation | SY | 8,431.00 | 4.00 | 33,724.00 |
| 50 | F&I Woven Geotextile | SY | 8,431.00 | 2.00 | 16,862.00 |
| 51 | F&I Class 5 Agg - 8" Thick | SY | 8,431.00 | 20.00 | 168,620.00 |
| 52 | F&I Edge Drain 4" Dia PVC | LF | 4,309.00 | 10.00 | 43,090.00 |
| 53 | F&I Curb & Gutter Standard (Type II) | LF | 4,309.00 | 34.00 | 146,506.00 |
| 54 | Remove Curb & Gutter | LF | 4,308.00 | 5.00 | 21,540.00 |
| 55 | F&I Sidewalk 4" Thick Reinf Conc | SY | 2,106.00 | 75.00 | 157,950.00 |
| 56 | F&I Sidewalk 6" Thick Reinf Conc | SY | 106.50 | 82.00 | 8,733.00 |
| 57 | Remove Sidewalk All Thicknesses All Types | SY | 2,144.00 | 12.00 | 25,728.00 |
| 58 | F&I Driveway 6" Thick Reinf Conc | SY | 749.00 | 90.00 | 67,410.00 |
| 59 | Remove Driveway All Thicknesses All Types | SY | 751.00 | 15.00 | 11,265.00 |
| 60 | F&I Det Wam Panels Cast Iron | SF | 270.00 | 60.00 | 16,200.00 |
| 61 | F&I Asphalt Pavement FAA 43 w/ PG58H-34 | Ton | 2,971.00 | 88.00 | 261,448.00 |
| 62 | Casting to Grade - no Conc | EA | 7.00 | 1,000.00 | 7,000.00 |
| 63 | GV Box to Grade - Blvd | EA | 5.00 | 500.00 | 2,500.00 |
| 64 | GV Box to Grade - no Conc | EA | 6.00 | 800.00 | 4,800.00 |
| Paving Total | | | | | 1,130,180.00 |
| Signing | | | | | |
| 65 | Traffic Control - Type 1 | LS | 1.00 | 7,500.00 | 7,500.00 |
| 66 | F&I Sign Assembly | EA | 7.00 | 80.00 | 560.00 |
| 67 | F&I Sign Assembly & Anchor | EA | 16.00 | 155.00 | 2,480.00 |
| 68 | F&I Diamond Grade Cubed | SF | 60.40 | 32.00 | 1,932.80 |
| 69 | F&I High Intensity Prismatic | SF | 48.00 | 30.00 | 1,440.00 |
| Signing Total | | | | | 13,912.80 |
| Landscaping | | | | | |
| 70 | Boulevard Grading | SY | 7,689.00 | 5.00 | 38,445.00 |
| 71 | Mulching Type 1 Hydro | SY | 7,689.00 | 1.50 | 11,533.50 |
| 72 | Seeding Type C | SY | 7,689.00 | 1.75 | 13,455.75 |
| 73 | Weed Control Type B | SY | 7,689.00 | 0.10 | 768.90 |
| 74 | Irrigation Repair | EA | 10.00 | 950.00 | 9,500.00 |
| Landscaping Total | | | | | 73,703.15 |
| Erosion Control | | | | | |
| 75 | Stormwater Management | LS | 1.00 | 6,500.00 | 6,500.00 |
| 76 | Temp Construction Entrance | EA | 4.00 | 0.01 | 0.04 |
| 77 | Inlet Protection - New Inlet | EA | 12.00 | 250.00 | 3,000.00 |

| Line | Description | Unit | Quantity | Unit Price (\$) | Amount (\$) |
|---------------------------------|-----------------------------------|------|----------|-----------------|---------------------|
| 78 | Inlet Protection - Existing Inlet | EA | 12.00 | 250.00 | 3,000.00 |
| Erosion Control Total | | | | | 12,500.04 |
| Total Construction in \$ | | | | | 2,785,515.84 |

| | | |
|--|--------|---------------------|
| Legal | 3.00% | 83,565.47 |
| Contingency | 5.00% | 139,275.79 |
| Engineering | 10.00% | 278,551.59 |
| Admin | 4.00% | 111,420.64 |
| Interest | 4.00% | 111,420.64 |
| Total Estimated Costs | | 3,509,749.97 |
| Special Assessments | | 488,440.50 |
| Sales Tax Funds - Infrastructure - 420 | | 1,214,723.07 |
| Utility Funds - Street Lights - 528 | | 17,530.13 |
| Utility Funds - Stormwater - 524 | | 124,186.26 |
| Utility Funds - Wastewater - 521 | | 845,559.00 |
| Utility Funds - Water - 501 | | 819,311.00 |
| 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



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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 11, 2026

Honorable Board of City
Commissioners
City of Fargo
Fargo, ND

Re: Improvement District No. PR-26-C1

Dear Commissioners:

Bids were opened at 11:45 am on Wednesday, March 11, 2026, for Seal Coat, Improvement District No. PR-26-C1, located as follows: Various locations in the City of Fargo.

The bids were as follows:

| | |
|------------------------------------|----------------|
| Asphalt Preservation Company, Inc. | \$2,025,988.23 |
| Engineers Estimate | \$1,632,263.20 |

Private financial security is not needed.

No protests have been received.

This office recommends award of the contract to Asphalt Preservation Company, Inc. in the amount of \$2,025,988.23 as the lowest and best bid.

Sincerely,

Thomas Knakmuhs, P.E.
City Engineer



Engineer's Statement Of Cost
Improvement District # PR-26-C1
Seal Coat

Various locations in the City of 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:

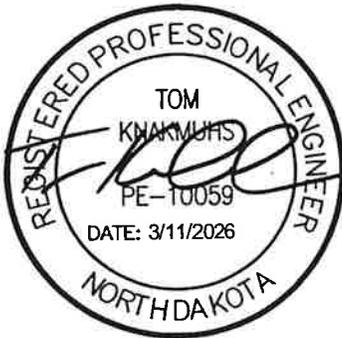
Seal Coat Improvement District # PR-26-C1 of the City of Fargo, North Dakota.

| Line | Description | Unit | Quantity | Unit Price (\$) | Amount (\$) |
|--|-----------------------------------|------|------------|-----------------|---------------------|
| Section 1 | | | | | |
| 1 | Mobilization | LS | 1.00 | 261,130.00 | 261,130.00 |
| 2 | F&I Pavement Mix Wear Course Asph | Ton | 50.00 | 900.00 | 45,000.00 |
| 3 | F&I Seal Aggregate A | SY | 388,465.00 | 1.14 | 442,850.10 |
| 4 | F&I Seal Aggregate B | SY | 186,807.00 | 1.14 | 212,959.98 |
| 5 | F&I Seal Oil | Gal | 172,137.00 | 2.28 | 392,472.36 |
| 6 | Traffic Control - Minor | LS | 1.00 | 10,500.00 | 10,500.00 |
| 7 | Tow Vehicle | EA | 60.00 | 175.00 | 10,500.00 |
| Section 1 Total | | | | | 1,375,412.44 |
| Section 1 Pavement markings | | | | | |
| 8 | Paint Epoxy Line 4" Wide | LF | 40,717.00 | 4.40 | 179,154.80 |
| 9 | Paint Epoxy Line 8" Wide | LF | 2,570.50 | 7.70 | 19,792.85 |
| 10 | Paint Epoxy Line 16" Wide | LF | 297.50 | 27.50 | 8,181.25 |
| 11 | Paint Epoxy Line 24" Wide | LF | 1,914.00 | 30.10 | 57,611.40 |
| 12 | Paint Epoxy Message | SF | 1,935.00 | 27.50 | 53,212.50 |
| Section 1 Pavement markings Total | | | | | 317,952.80 |
| Section 2 | | | | | |
| 13 | Mobilization | LS | 1.00 | 70,139.99 | 70,139.99 |
| 14 | F&I Seal Aggregate A | SY | 80,940.00 | 1.14 | 92,271.60 |
| 15 | F&I Seal Aggregate B | SY | 29,422.00 | 1.14 | 33,541.08 |
| 16 | F&I Seal Oil | Gal | 31,638.00 | 2.28 | 72,134.64 |
| 17 | Paint Epoxy Line 4" Wide | LF | 7,421.50 | 4.40 | 32,654.60 |
| 18 | Paint Epoxy Line 8" Wide | LF | 140.00 | 7.70 | 1,078.00 |

| Line | Description | Unit | Quantity | Unit Price (\$) | Amount (\$) |
|---------------------------------|---------------------------|------|----------|-----------------|---------------------|
| 19 | Paint Epoxy Line 24" Wide | LF | 492.00 | 30.10 | 14,809.20 |
| 20 | Paint Epoxy Message | SF | 437.00 | 27.50 | 12,017.50 |
| 21 | Traffic Control - Minor | LS | 1.00 | 1,701.38 | 1,701.38 |
| 22 | Tow Vehicle | EA | 13.00 | 175.00 | 2,275.00 |
| Section 2 Total | | | | | 332,622.99 |
| Total Construction in \$ | | | | | 2,025,988.23 |

| | | |
|--|--------|---------------------|
| Admin | 4.00% | 81,039.53 |
| Contingency | 5.00% | 101,299.41 |
| Engineering | 10.00% | 202,598.82 |
| Interest | 4.00% | 81,039.53 |
| Legal | 3.00% | 60,779.64 |
| Total Estimated Costs | | 2,552,745.16 |
| Special Assessments | | 419,104.97 |
| Sales Tax Funds - Infrastructure - 420 | | 1,733,019.67 |
| Utility Funds - Street Lights - 528 | | 400,620.52 |
| 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

COVER SHEET
CITY OF FARGO PROJECTS

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

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

Paving and Utility Rehab/Reconstruction

Improvement
District No.

BR-26-F

| | | |
|-----------------------------|-------------------------------|---------------|
| Call For Bids | <u>March 16</u> | , <u>2026</u> |
| Advertise Dates | <u>March 25 & April 1</u> | , <u>2026</u> |
| Bid Opening Date | <u>April 22</u> | , <u>2026</u> |
| Substantial Completion Date | <u>October 10</u> | , <u>2026</u> |
| Final Completion Date | <u>November 10</u> | , <u>2026</u> |

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

Project Engineer Rick Larson

Phone No. (701) 241-1545

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

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



**ENGINEER'S REPORT
PAVING AND UTILITY REHAB/RECONSTRUCTION
IMPROVEMENT DISTRICT NO. BR-26-F
NP AVENUE NORTH FROM 2ND STREET TO THE
EAST SIDE OF 4TH STREET**

Nature & Scope

This project is for the replacement of the existing water main, sanitary sewer, storm sewer, concrete pavement, curb and gutter, sidewalks, driveway aprons, street lights and for the installation of bike lanes.

Purpose

The existing water main on NP Ave is CIP, which was installed over 100 years ago, and is being replaced to minimize impacts and costs associated with breaks. As part of this project, we will replace the water main services to the curb stop and the sanitary services from the main to behind the curb. The street reconstruction is necessary because the existing street section has deteriorated significantly and has exceeded its life expectancy. Reconstruction will include concrete street paving, gravel base, curb and gutter, storm sewer inlets and leads, driveway approaches, sidewalk, streetlights and street scape.

Special Assessment District

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

Feasibility

The estimated cost of construction is \$4,715,258.50. The cost breakdown is as follows:

Sanitary Sewer

| | | |
|--------------------------|--|--------------|
| Construction Cost | | \$491,470.00 |
|--------------------------|--|--------------|

Fees

| | | |
|-------------|-----|-------------|
| Admin | 4% | \$19,658.80 |
| Contingency | 5% | \$24,573.50 |
| Engineering | 10% | \$49,147.00 |
| Interest | 4% | \$19,658.80 |
| Legal | 3% | \$14,744.10 |

| | | |
|-----------------------------|--|---------------------|
| Total Estimated Cost | | \$619,252.20 |
|-----------------------------|--|---------------------|

Funding

| | | |
|------------------------|--------|--------------|
| Special Assessments | 14.92% | \$92,403.43 |
| State Funds - Other ND | 85.08% | \$526,848.77 |

Storm Sewer

| | | |
|--------------------------|--|--------------|
| Construction Cost | | \$302,920.00 |
|--------------------------|--|--------------|

Fees

| | | |
|-------------|-----|-------------|
| Admin | 4% | \$12,116.80 |
| Contingency | 5% | \$15,146.00 |
| Engineering | 10% | \$30,292.00 |
| Interest | 4% | \$12,116.80 |
| Legal | 3% | \$9,087.60 |

| | | |
|-----------------------------|--|---------------------|
| Total Estimated Cost | | \$381,679.20 |
|-----------------------------|--|---------------------|

Funding

| | | |
|------------------------|--------|--------------|
| Special Assessments | 50.00% | \$190,839.60 |
| State Funds - Other ND | 50.00% | \$190,839.60 |

Water Main

| | | |
|--------------------------|--|--------------|
| Construction Cost | | \$445,485.00 |
|--------------------------|--|--------------|

Fees

| | | |
|-------------|-----|-------------|
| Admin | 4% | \$17,819.40 |
| Contingency | 5% | \$22,274.25 |
| Engineering | 10% | \$44,548.50 |
| Interest | 4% | \$17,819.40 |
| Legal | 3% | \$13,364.55 |

| | | |
|-----------------------------|--|---------------------|
| Total Estimated Cost | | \$561,311.10 |
|-----------------------------|--|---------------------|

Funding

| | | |
|------------------------|--------|--------------|
| Special Assessments | 17.33% | \$97,271.93 |
| State Funds - Other ND | 82.67% | \$464,039.17 |

Paving

| | | |
|--------------------------|--|----------------|
| Construction Cost | | \$3,204,203.50 |
|--------------------------|--|----------------|

Fees

| | | |
|-------------|-----|--------------|
| Admin | 4% | \$128,168.14 |
| Contingency | 5% | \$160,210.18 |
| Engineering | 10% | \$320,420.35 |
| Interest | 4% | \$128,168.14 |
| Legal | 3% | \$96,126.11 |

| | | |
|-----------------------------|--|-----------------------|
| Total Estimated Cost | | \$4,037,296.42 |
|-----------------------------|--|-----------------------|

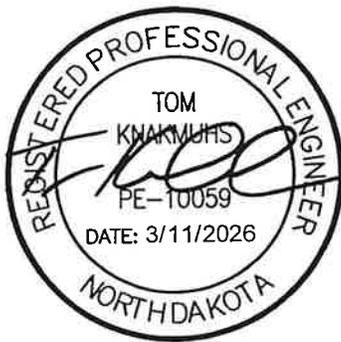
Funding

| | | |
|------------------------|--------|----------------|
| Special Assessments | 13.48% | \$544,199.84 |
| State Funds - Other ND | 86.52% | \$3,493,096.58 |

| Street Amenities | | |
|-----------------------------|--------|---------------------|
| Construction Cost | | \$271,180.00 |
| Fees | | |
| Admin | 4% | \$10,847.20 |
| Contingency | 5% | \$13,559.00 |
| Engineering | 10% | \$27,118.00 |
| Interest | 4% | \$10,847.20 |
| Legal | 3% | \$8,135.40 |
| Total Estimated Cost | | \$341,686.80 |
| Funding | | |
| Special Assessments | 46.51% | \$158,916.17 |
| State Funds - Other ND | 53.49% | \$182,770.63 |

| Project Funding Summary | | |
|-------------------------------------|--------|-----------------------|
| Special Assessments | 18.24% | \$1,083,630.97 |
| State Funds - Other ND | 81.76% | \$4,857,594.75 |
| Total Estimated Project Cost | | \$5,941,225.72 |

We believe this project to be cost effective.



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

Thomas Knakmuhs, P.E.
City Engineer



**LOCATION AND COMPRISING
PAVING AND UTILITY REHAB/RECONSTRUCTION
IMPROVEMENT DISTRICT NO. BR-26-F
NP AVENUE NORTH FROM 2ND STREET TO THE
EAST SIDE OF 4TH STREET**

LOCATION:

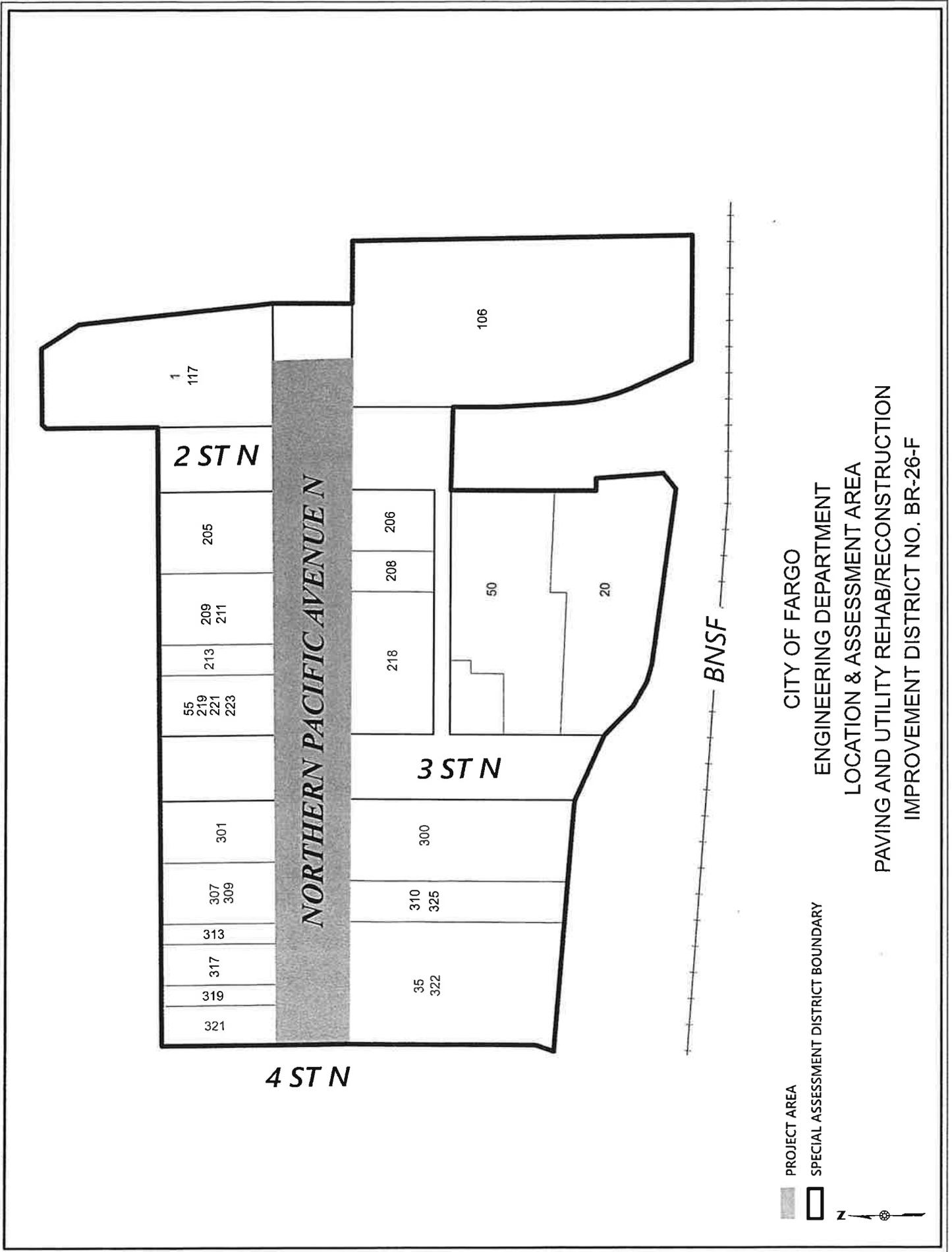
On Northern Pacific Avenue North from 2nd Street North to the east side of 4th Street North.

COMPRISING:

The area bounded on the north by 1st Avenue North, on the east by 1st Street North, on the south by Machinery Row Avenue North, and on the west by 4th Street North.

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.



20

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:

Sanitary Sewer and Storm Sewer Lining

Improvement District No.

UR-26-F

| | | |
|-----------------------------|-------------------------------|---------------|
| Call For Bids | <u>March 16</u> | , <u>2026</u> |
| Advertise Dates | <u>March 25 & April 1</u> | , <u>2026</u> |
| Bid Opening Date | <u>April 22</u> | , <u>2026</u> |
| Substantial Completion Date | <u>October 31</u> | , <u>2026</u> |
| Final Completion Date | <u>November 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 Shane Geraghty

Phone No. (701) 241-1545

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- X Create District (Attach Copy of Legal Description)
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- 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
SANITARY SEWER AND STORM SEWER LINING
IMPROVEMENT DISTRICT NO. UR-26-F
25TH AVENUE NORTH THROUGH FOREST AVENUE
NORTH AND BROADWAY THROUGH 2ND STREET
NORTH; 16TH AVENUE SOUTH THROUGH 14TH AVENUE
SOUTH AND SOUTH UNIVERSITY DRIVE THROUGH 11TH
STREET SOUTH; 18TH AVENUE SOUTH THROUGH 14TH
AVENUE SOUTH AND 20TH STREET SOUTH THROUGH
14TH STREET SOUTH**

Nature & Scope

Cured-in-place lining for storm sewer mains, sanitary sewer mains and sanitary sewer services.

Purpose

Repair deficiencies in the existing storm sewer system and sanitary sewer system by lining the existing storm and sanitary sewer mains and sanitary sewer services, and completing sewer spot repairs as needed.

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 \$1,954,668.00. The cost breakdown is as follows:

Area 1 - Sanitary Sewer

| | | |
|----------------------------------|--------|-----------------------|
| Construction Cost | | \$1,277,792.00 |
| Fees | | |
| Admin | 4% | \$51,111.68 |
| Contingency | 5% | \$63,889.60 |
| Engineering | 10% | \$127,779.20 |
| Interest | 4% | \$51,111.68 |
| Legal | 3% | \$38,333.76 |
| Total Estimated Cost | | \$1,610,017.92 |
| Funding | | |
| Special Assessments | 43.07% | \$693,424.60 |
| Utility Funds - Wastewater - 521 | 56.93% | \$916,593.32 |

Area 2 - Sanitary Sewer

| | | |
|----------------------------------|--------|---------------------|
| Construction Cost | | \$476,961.00 |
| Fees | | |
| Admin | 4% | \$19,078.44 |
| Contingency | 5% | \$23,848.05 |
| Engineering | 10% | \$47,696.10 |
| Interest | 4% | \$19,078.44 |
| Legal | 3% | \$14,308.83 |
| Total Estimated Cost | | \$600,970.86 |
| Funding | | |
| Special Assessments | 28.38% | \$170,558.28 |
| Utility Funds - Wastewater - 521 | 71.62% | \$430,412.58 |

| Area 3 - Storm Sewer | | |
|----------------------------------|---------|---------------------|
| Construction Cost | | \$199,915.00 |
| Fees | | |
| Admin | 4% | \$7,996.60 |
| Contingency | 5% | \$9,995.75 |
| Engineering | 10% | \$19,991.50 |
| Interest | 4% | \$7,996.60 |
| Legal | 3% | \$5,997.45 |
| Total Estimated Cost | | \$251,892.90 |
| Funding | | |
| Utility Funds - Stormwater - 524 | 100.00% | \$251,892.90 |

| Project Funding Summary | | |
|-------------------------------------|--------|-----------------------|
| Special Assessments | 35.08% | \$863,982.88 |
| Utility Funds - Wastewater - 521 | 54.69% | \$1,347,005.90 |
| Utility Funds - Stormwater - 524 | 10.23% | \$251,892.90 |
| Total Estimated Project Cost | | \$2,462,881.68 |

We believe this project to be cost effective.



A handwritten signature in black ink that reads "Jason T. Leonard".

Jason Leonard, P.E.
Division Engineer



**LOCATION AND COMPRISING
SANITARY SEWER AND STORM SEWER LINING
IMPROVEMENT DISTRICT NO. UR-26-F**

**25TH AVENUE NORTH THROUGH FOREST AVENUE
NORTH AND BROADWAY THROUGH 2ND STREET NORTH;
16TH AVENUE SOUTH THROUGH 14TH AVENUE SOUTH
AND SOUTH UNIVERSITY DRIVE THROUGH 11TH STREET
SOUTH; 18TH AVENUE SOUTH THROUGH 14TH AVENUE
SOUTH AND 20TH STREET SOUTH THROUGH 14TH
STREET SOUTH**

LOCATION:

Location Area 1 - Sanitary Sewer

- On 26th Avenue North from 225' west of 3rd Street North to 2nd Street North.
- On 27th Avenue North from 225' west of 3rd Street North to 2nd Street North.
- On 28th Avenue North from Broadway North to 235' east of 2nd Street North.
- On 29th Avenue North from Broadway North to 3rd Street North.
- On Forest Avenue North from Broadway North to Edgemont Street North.
- On Edgemont Street North from 29th Avenue North to Forest Avenue North.
- On 3rd Street North from 25th Avenue North to Forest Avenue North.

Location Area 2 - Sanitary Sewer

- On 15th Avenue South from University Drive South to 11th Street South.
- On 12th Street South from 15 1/2 Avenue South to 14th Avenue South.
- On 11th Street South from 16th Avenue South to 14th Avenue South.

COMPRISING:

Comprising Area 1 - Sanitary Sewer

The area bounded by 25th Avenue North on the south; 30th Avenue North on the north, Broadway North on the west and 1st Street North on the east.

Comprising Area 2 - Sanitary Sewer

The area bounded by 16th Avenue South on the south, 14th Avenue South on the north, University Drive South on the west and 10th Street South on the east.

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

**RESOLUTION DECLARING
SANITARY SEWER AND STORM SEWER LINING
NECESSARY
IMPROVEMENT DISTRICT NO. UR-26-F**

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

That it be and is hereby declared necessary to construct Sanitary Sewer and Storm Sewer Lining, Improvement District No. UR-26-F in the City of Fargo, North Dakota, according to the Engineer's Report for this district and the Plans and Specifications approved by the Board of City Commissioners of the City of Fargo, North Dakota, filed in the Office of the City Auditor, and open for public inspection. A map of the district is attached hereto and incorporated as if fully set forth herein.

That a portion of said Sanitary Sewer and Storm Sewer Lining improvement is to be paid from State and Local Funds, and approximately 35.08% is to be assessed against the benefited property in amounts proportionate to and not exceeding the benefits to be derived by them respectively from said improvement.

Protests against the proposed Sanitary Sewer and Storm Sewer Lining must be in writing and must be filed with the City Auditor's Office within 30 days after the First publication of this Resolution.

BE IT FURTHER RESOLVED, That the City Auditor's Office is hereby instructed to publish this Resolution, as required by law.

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 a Resolution adopted by the Board of City Commissioners of the City of Fargo at the Regular Meeting of the Board held on Monday, March 16th, 2026.

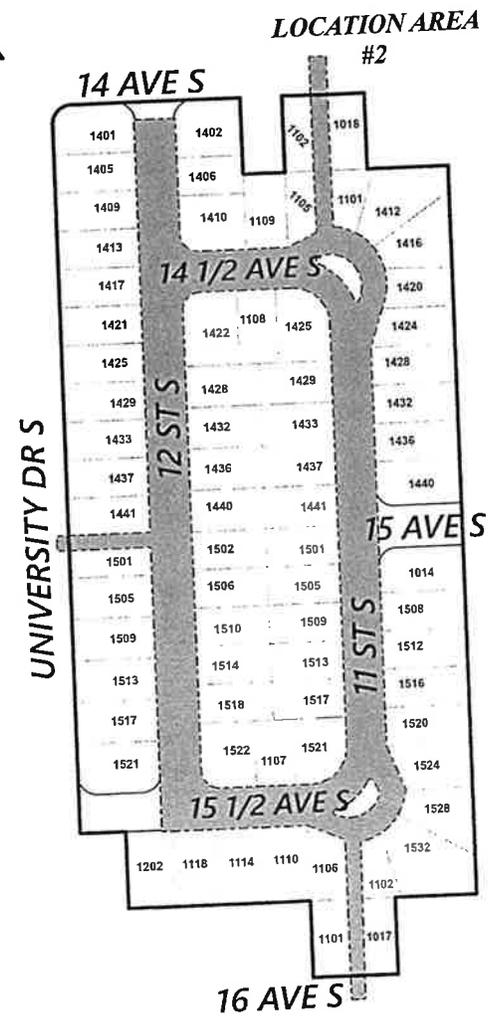
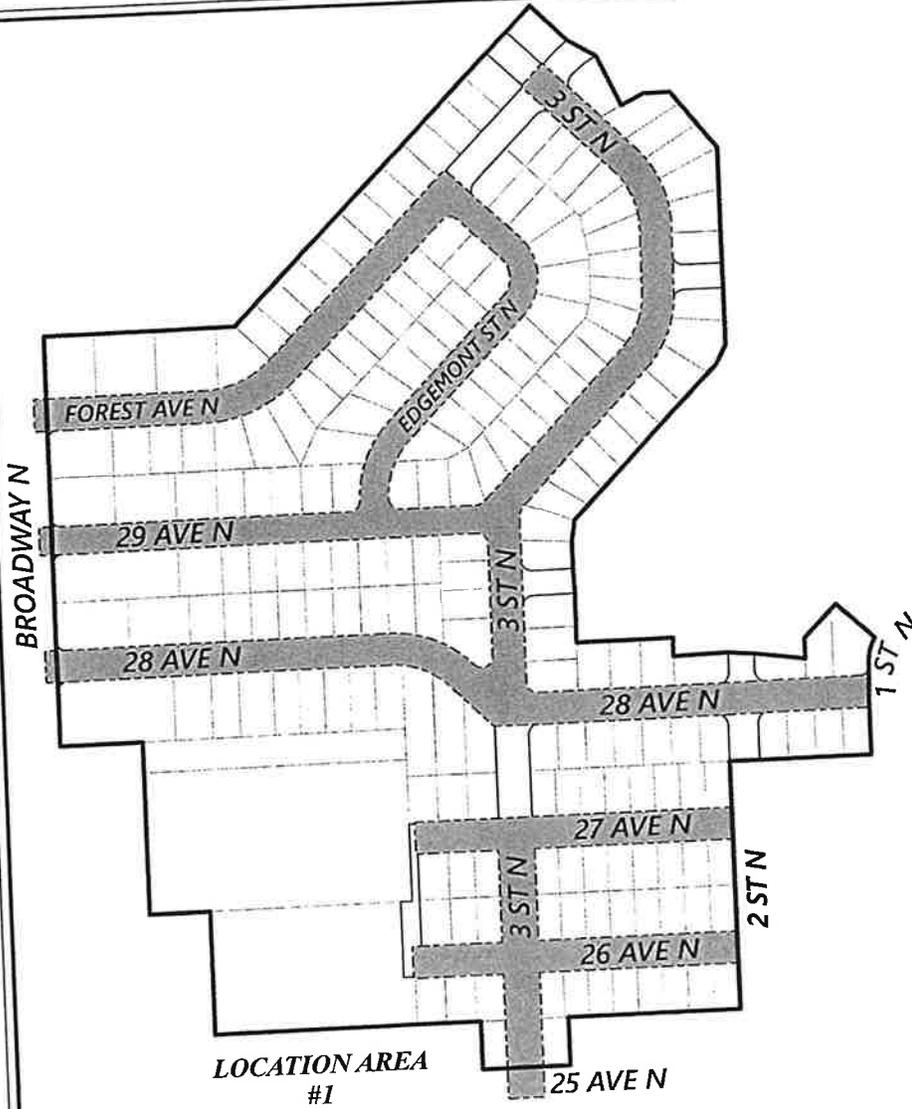
IN WITNESS WHEREOF, I have hereunto set my hand and affixed the Seal of the City of Fargo, North Dakota, this 16th day of March, 2026.

40-22-15
40-22-17

Susan Thompson
City Auditor

(SEAL)

(March 25 and April 1, 2026)



-  PROJECT AREA
-  SPECIAL ASSESSMENT DISTRICT BOUNDARY

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





21

Fire Department
637 NP Avenue
Fargo, ND 58102
Phone: 701.241.1540 | Fax: 701.241.8125
www.FargoND.gov

MEMORANDUM

TO: BOARD OF CITY COMMISSIONERS

FROM: FIRE CHIEF GARY LORENZ

DATE: FEBRUARY 24, 2026

SUBJECT: FIRE DEPARTMENT PIGGY BACK PURCHASE

The Fargo Fire Department follows a process to rotate structural firefighting gear. For 2026, the department is anticipating the need to purchase gear for 13 new employees and 22 current employees. Seven years ago, the department completed an extensive evaluation of structural turnout gear available. At the conclusion of the evaluation it was determined that Innotex Energy provided the best protection and value.

For the past several years, gear has been purchased through the Sourcewell cooperative purchasing agreement. This year, at the request of Innotex, the department will be switching to the HGACBuy consortium. There is only one local vendor that is authorized to sell Innotex Energy products, Great Plains Fire Equipment. The HGACBuy price sheet indicates that the department will receive a 12% discount from MSRP.

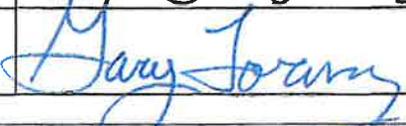
RECOMMENDED MOTION:

Authorize the Fire Department a piggyback purchase of 35 sets of structural firefighting turnout gear through the HGACBuy Cooperatives Purchasing agreement up to the amount of \$143,570.00.

Piggyback (PBC) Number: PBC26129



PIGGYBACK PURCHASE REQUEST FORM (PBC)

| | | | |
|----------------------|---|-------------------------------|--------------|
| Requested by: | Lee Soeth | Department: | Fire |
| Date of Request: | 2/24/2026 | Phone Number: | 701-730-0538 |
| E-mail: | LSoeth@FargoND.gov | | |
| Dept Head Signature: |  | Estimated Amount of Purchase: | \$143,570.00 |

Piggyback Purchase from a State or Cooperative Contract Requirement:

A contract less than \$100,000 may be awarded without competition when the purchasing manager determines in writing, that a State or Cooperative purchasing contract exists and allows municipalities to purchase from a list of approved vendors for the required supply, service, or material. Any purchase contract award greater than \$100,000 must also be approved by the Board of City Commissioners prior to a vendor award using this method. No quotes required.

Product or Service description:

35 sets of Innotex Energy structural firefighting gear that meets the Fargo Fire Department current specifications. This gear will be purchased throughout the year of 2026 as new and replacement gear is required.

Provide source of existing State contract and Contract number:

HGAC consortium # EE11-24

Is a Vendor contract required? Yes No

| | | |
|---|------------------|--|
| Vendor Name: Great Plains Fire Equipment | | |
| Address: 17277 230th St | | |
| City: Fergus Falls | State: MN | Zip Code: 56537 |
| Contact Person: Phil Isaacson | | Title: Owner |
| Telephone: 218-770-8669 | | Email: philisaacson@greatplainsfire.com |
| Purchasing Manager Approval: | |  |
| Piggyback (PBC) Number: | | PBC26129 |



22

M E M O R A N D U M

TO: BOARD OF CITY COMMISSIONERS

FROM: JENN FAUL *JF*
DIRECTOR OF PUBLIC HEALTH

DATE: MARCH 18, 2026

**RE: AGREEMENT TO PROVIDE FAMILY PLANNING SERVICES TO
RICHLAND COUNTY HEALTH DEPARTMENT.
FUNDS: \$79.67 PER HOUR
EXPIRES: AUTO RENEW**

The attached agreement is between Richland County Health Department and Fargo Cass Public Health for Family Planning services. Fargo Cass Public Health will be paid at the rate of %79.67 per hour for client services and travel time. Mileage will be compensated at the current IRS rate per mile.

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

Suggested Motion:

Move to approve this agreement between Richland County Health Department and Fargo Cass Public Health.

JF/lls
Attachment



Public Health
Prevent. Promote. Protect.
Richland County Health Department

Richland County Health Department

413 3rd Avenue North
Wahpeton, ND 58075
Telephone (701) 642-7735 Fax (701) 642-7746
www.richlandcountyhealth.org

AGREEMENT BETWEEN
RICHLAND COUNTY FAMILY PLANNING
AND
FARGO CASS PUBLIC HEALTH

An agreement to provide a nurse practitioner for family planning services is hereby made between Richland County Health Department and Fargo Cass Public Health.
The parties agree as follows:

SERVICES PROVIDED:

Fargo Cass Public Health agrees to provide family planning nurse practitioner services on site a minimum of two times per month and telemedicine encounters as scheduling allows for Richland County Health Department. All services will be provided based on Richland County Family Planning policies, procedures and protocols.

COMPENSATION:

Compensation will be at a rate of \$79.67 per hour for client services and travel time. Mileage will be compensated at the current IRS rate per mile.

PAYMENT:

Payment shall be made to Fargo Cass Public Health upon receipt of monthly billing statement.

TERMS OF AGREEMENT:

This agreement shall take effect January 1, 2026. This Agreement shall automatically renew and continue in effect unless and until terminated by either Party upon thirty (30) days' prior written notice to the other Party.



Public Health
Prevent. Promote. Protect.
Richland County Health Department

Richland County Health Department

413 3rd Avenue North
Wahpeton, ND 58075
Telephone (701) 642-7735 Fax (701) 642-7746
www.richlandcountyhealth.org

INDEMNIFICATION:

Richland County Health Department agrees to indemnify, hold harmless and defend Fargo Cass Public Health, its agents, servants and employees from and against all claims, actions, losses, costs and expense (including attorney's fees and litigation costs), judgments, settlement payments, and, whether or not reduced to final judgment, all liabilities, damages or fines paid, incurred or suffered by any third parties in connection with loss of life, personal injury and/or damage to property arising from, directly or indirectly, wholly or in part, (i) the actions of any nurse practitioner in the course of providing services outlined in this agreement or (ii) any violation of any law, ordinance, order, rule or regulation of governmental authorities having jurisdiction over Fargo Cass Public Health.

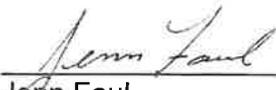
IN WITNESS THEREOF, the parties have executed this Agreement of the dates set out below:

Date

Kayla Carlson,
Health Services Director
Richland County Health Department
Wahpeton, ND

03/10/2026

Date



Jerin Faul
Director of Public Health
Fargo Cass Public Health
Fargo, ND

Date

Timothy J. Mahoney
Mayor, City of Fargo

Date

Angie Bear
Deputy Auditor, City of Fargo



23

Memorandum

DATE: March 16, 2026
TO: Mayor Mahoney and Board of City Commissioners
FROM: Shawn Ouradnik, Inspections Director
SUBJECT: Dangerous Building Notice and Order at 115 6 Ave N Fargo ND

The property owner of 115 6 Ave N Fargo ND, Kevin & Lisa Marie Larsen have failed to comply with the order to either obtain a permit to repair or remove the heavily damaged structure at that location within the time allowed for that removal. In accordance with Fargo Municipal Code Article 21-04, it will now be necessary for you to set a date for a hearing of this order at which time the property owner will be able to appear and show cause why the building should not be removed and the costs of that removal assessed against this property.

The recommendation is **to make a motion, in accordance with FMC Article 21-04, to set 5:05 pm Monday, March 30, 2026 as the time and date for the hearing regarding the dangerous building order for the structure at 115 6 Ave N Fargo ND.**

24

Memorandum

DATE: March 16, 2026
TO: Mayor and Board of City Commissioners
FROM: Shawn Ouradnik, Inspections Director
SUBJECT: Repealing Section 405 – Home Day Care Occupancy from the International Property Maintenance Code (IPMC)

On November 24, 2025, Inspections Department staff met with North Dakota Health and Human Services childcare licensing representatives to discuss the in-home daycare fencing requirements in Chapter 4 of the International Property Maintenance Code (IPMC).

At a follow-up meeting held on January 13, 2026, with me, Assistant City Administrator Brenda Derrig, and State representatives. City staff noted that the requirement for a secondary Certificate of Occupancy for in-home daycares was repealed in 2020, prompting a reevaluation of the Inspections Department's role. It was determined that Inspections' initial inspections overlap with those conducted by the State and the Fargo Fire Department. As a result, a determination was made that Inspections would no longer conduct redundant inspections of in-home daycares, and the Fargo Fire Department would continue to conduct the initial inspection. Inspections will continue to inspect commercial daycare facilities in accordance with Fargo building codes.

At the regular meeting of the Board of Appeals the repeal of section 405 of the IPMC was discussed. The Board of Appeals voted to repeal Section 405.

Based on these discussions and the Board of Appeals approval, repealing Section 405 – Home Day Care Occupancy from the IPMC would eliminate redundant regulation, align City requirements with State and Fire Department oversight while maintaining appropriate safety standards.

Recommended Motion: To direct the City Attorney to repeal Section 405 of the International Property Maintenance Code (IPMC).



**PUBLIC
WORKS**

25

**FLEET MANAGEMENT, FORESTRY
STREETS & SEWERS
WATERMAINS & HYDRANTS**
402 23rd Street North
Fargo, ND 58102
Phone: 701.241.1453 | Fax: 701.241.8100
FargoND.gov

March 10, 2026

Board of City Commissioners
City of Fargo
225 North Fourth Street
Fargo, ND 58102

RE: Solid Waste Landfill purchase of (1) one Articulating Wheel Loader (**PBC26132**)

Dear Commissioners:

In 2025, the City of Fargo initiated a cost evaluation process for the purchase of a new Articulating Wheel Loader. Multiple vendors were contacted and after a careful review and evaluation by the Review Committee (Scott Olson, Dustin Halsne, and Tom Ganje) it was determined that leveraging a purchasing consortium would offer the best value and efficiency for this acquisition. Additionally, the Review Committee evaluated the proposal to ensure they met the required specifications. The Solid Waste Landfill opted to utilize the Sourcwell Purchasing Agency's contract, numbered 020223-CEC, which fully complies with the City of Fargo's purchasing guidelines and provides a competitive and cost-effective solution for this purchase.

The Finance Department has approved the proposed purchase. For your reference and consideration, a proposal synopsis is attached. It is the committee's recommendation to proceed with the purchase from Swanston Equipment of Fargo through the Sourcwell Buying Contract. Funding for this acquisition is included in the 2026 Solid Waste Landfill Budget.

We recommend the purchase of one (1) new Articulating Wheel Loader through Sourcwell, totaling \$102,973.66.

SUGGESTED MOTION:

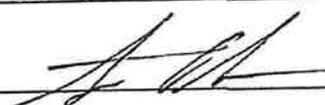
Approve the purchase of one (1) Articulating Wheel Loader through Swanston Equipment, utilizing Sourcwell contract 020223-CEC, for a total purchase price \$102,973.66.

Respectfully Submitted,

Tom Ganje
Fleet Purchasing Manager



PIGGYBACK PURCHASE REQUEST FORM (PBC)

| | | | |
|----------------------|---|-------------------------------|--------------|
| Requested by: | Tom Ganje | Department: | Solid Waste |
| Date of Request: | 3/6/2026 | Phone Number: | 701-241-1460 |
| E-mail: | tganje@fargond.gov | | |
| Dept Head Signature: |  | Estimated Amount of Purchase: | \$102,973.66 |

Piggyback Purchase from a State or Cooperative Contract Requirement:

A contract less than \$100,000 may be awarded without competition when the purchasing manager determines in writing, that a State or Cooperative purchasing contract exists and allows municipalities to purchase from a list of approved vendors for the required supply, service, or material. Any purchase contract award greater than \$100,000 must also be approved by the Board of City Commissioners prior to a vendor award using this method. No quotes required.

Product or Service description:

(1) Bobcat L95 Loader

Provide source of existing State contract and Contract number:

Sourcewell Contract #020223-CEC

Is a Vendor contract required? Yes No

Vendor Name: Swanston Equipment

Address: 3450 West Main Avenue

City: Fargo **State:** ND **Zip Code:** 58102

Contact Person: Chad Tatum **Title:** Sales

Telephone: 701-371-7821 **Email:** ctatum@swanston.com

Purchasing Manager Approval:



Piggyback (PBC) Number: PBC26132



Quotation Number: **CT1664798**
 Quote Sent Date: **Feb 20, 2026**
 Expiration Date: **Mar 22, 2026**
 Prepared By: **Chad Tatum**
 Phone: 701-371-7821
 Email: ctatum@swanston.com

Customer
CITY OF FARGO CTRL GARAGE
 402 23RD ST N
 FARGO, ND, 58102-4114
 Phone: +1 701 241 1439

Contact
Tom Ganje
 Phone: +1 701 241 1439

Dealer
Bobcat of Fargo, a Division of
Swanston Equipment, Fargo, ND
 3450 WEST MAIN AVENUE

| Item Name | Item Number | Quantity | Price Each | Total |
|---|---------------|----------|------------|------------|
| Bobcat L95 Compact Wheel Loader | M0705 | 1 | 109,634.00 | 109,634.00 |
| <i>Comment: 2026-27 ANNUAL MUNICIPAL ROOL OUT PRICING AS FALLOWS: 0-350 HRS = \$9000 350-450 HRS = \$10,000 451-500 HRS = \$11,000 551-650 HRS = \$12,000 >551 HRS = \$40 PER HR</i> | | | | |
| Standard Equipment: | | | | |
| 74 HP 2.4L Turbocharged Bobcat engine with integrated Diesel Oxidation Catalyst (DOC) | | | | |
| Articulation Lock Bar | | | | |
| Attachment Control Device | | | | |
| Automatic Park Brake with Slope Assist | | | | |
| Automatic Ride Control | | | | |
| Auxiliary Hydraulics, High Flow with pressure release couplers | | | | |
| Back-up Alarm | | | | |
| Battery Disconnect Switch | | | | |
| Bobcat Standard 5" Display | | | | |
| Bucket Level Indicator | | | | |
| Canopy with; Cup Holders, Dual Quick Charge USB /12 V Power Outlet, Interior Storage Compartments, Keyless Ignition, Retractable 2 Seat Belt, Tilt and Telescoping Steering Column, Vinyl Suspension Seat | | | | |
| Differential Lock | | | | |
| Engine and Hydraulics Systems De-rate | | | | |
| Front Horn | | | | |
| Glow Plugs | | | | |
| Hydrostatic Transmission with Electronic Gearbox, 4 speeds, Advanced Attachment Control, & Flex Drive (Engine Speed Dial) | | | | |
| HVAC Cab Comfort Package | M0705-P01-C02 | 1 | 12,135.00 | 12,135.00 |
| <i>Included: Enclosed Cab with HVAC Front and rear wiper / washer, Dome light, Rear defrost, Radio Ready, Heated Air Ride Seat,</i> | | | | |
| L95 General Purpose Bucket | 7484957 | 1 | 4,528.00 | 4,528.00 |
| Cutting Edge Kit | 7484982 | 1 | 465.01 | 465.01 |
| Digital Radio w/ Hands Free Calling | 46891158 | 1 | 327.13 | 327.13 |
| Left Hand LED Road Lights - Replaces Halogen Road Light Modules | 7348957 | 2 | 566.78 | 1,133.56 |
| Inching Pedal | | | | |
| Instrumentation: Hour meter, RPM, System Voltage; Engine Temperature and Fuel Gauges; Warning Lights | | | | |
| Lift Arm Support | | | | |
| Machine IQ Ready (device is an accessory) | | | | |
| Mirrors: Right & Left Side | | | | |
| Operator Canopy: Roll Overprotective Structure (ROPS) meets ISO 3471; Falling Object Protective Structure (FOPS) meets ISO 3449 Level II | | | | |
| Power Bob-Tach Attachment Mounting System | | | | |
| Retrieval Pin | | | | |
| Road Lights - Halogen (Front) | | | | |
| Spark Arrester Muffler | | | | |
| Standard 405/70 R20 Tires | | | | |
| Tie Down Points | | | | |
| Two Speed Travel (24.8 MPH) | | | | |
| Wheel Fenders | | | | |
| Work lights - LED (2 front & 2 rear) | | | | |
| Z-Bar Mechanical Self Leveling | | | | |

| | | | | |
|---|-----------------|---|--------|-------------------|
| Rear View Camera | 7422924 | 1 | 661.26 | 661.26 |
| Rotating Beacon Kit | 7336474 | 1 | 134.75 | 134.75 |
| Electrical & Lighting - Block Heater Kit | 7328972 | 1 | 87.20 | 87.20 |
| Total for Bobcat L95 Compact Wheel Loader | | | | 129,105.91 |
| Sourcewell Contract #020223-CEC | contract number | 1 | 0.00 | 0.00 |
| Total for Sourcewell Contract #020223-CEC | | | | 0.00 |
| Quote Subtotal | | | | 129,105.91 |
| Dealer PDI | | | | 900.00 |
| Freight Charges | | | | 2,750.00 |
| Destination Charges | | | | 99.00 |
| Dealer Assembly Charges | | | | 1,103.75 |
| SOURCEWELL DISCOUNT | | | | -30,985.00 |
| Sales Total before Taxes | | | | 102,973.66 |
| Taxes | | | | 0.00 |
| Quote Total - USD | | | | 102,973.66 |

Customer Acceptance:

Quotation Number: CT1664798

Purchase Order: _____

Authorized Signature:

Print: _____ Sign: _____

Date: _____ Email: _____ Tax Exempt: Y / N

26

March 16, 2026

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

RE: Purchase of Four (4) New Flyer Heavy-Duty Transit Buses (PBC26139)

Dear Commissioners:

The City of Fargo participated in a joint procurement led by the Duluth Transit Authority (DTA) for the purchase of transit buses. The contract allows participating agencies to place orders beginning May 5, 2022, and remains active through May 5, 2027. Fargo retains the option to place orders under this contract at any time prior to the contract expiration date.

Due to budget sensitivities, the purchase of these buses—originally approved in the FY2025 Capital Improvement Plan—was temporarily delayed. Based on current manufacturer production timelines, the anticipated delivery of the buses would occur in early 2028.

Transit has secured Federal Transit Administration (FTA) Section 5339 Bus and Bus Facilities grant funding to support this purchase. The grant will cover 80 percent of the total vehicle cost, with the remaining 20 percent funded through local capital funds.

New Flyer has provided a proposal for four (4) heavy-duty transit buses at a cost of \$731,326.31 per bus. This pricing includes projected Producer Price Index (PPI) escalations and estimated tariff impacts. The total estimated cost for the four buses is \$2,925,305.24.

Recommended Action:

Approve the award of the bus purchase to New Flyer under the Duluth Transit Authority joint procurement contract and authorize staff to issue a Notice to Proceed to finalize pricing, issue a purchase order, and, in coordination with the City Attorney's Office, execute a purchase agreement with the manufacturer.

Sincerely,



Jordan Smith
Assistant Transit Director – Fleet and Facilities



Metro Area Transit
(MATBUS) Fargo

Option Proposal for 4 – 35-foot Diesel
Buses

NEW FLYER OF AMERICA

Proposal Table of Contents

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Tab 9, Bus Publications Proposal

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Tab 11, Bus Contract Spares Proposal

Tab 1, Letter of Transmittal

Solicitation Requirements:

N/A

New Flyer Response:

Please see attached our **Tab 1a, Letter of Transmittal** to Fargo (MATBUS).

Please indicate your acceptance by providing a Purchase Order to New Flyer, attention:

Jeff Langelier, Business Segment Director – Urban Transit Fleets
204.471.3784
Jeff.Langelier@newflyer.com



February 9, 2026

Jordan Smith
Assistant Transit Director – Fleet and Facilities
jmsmith@fargond.gov
MATBUS
650 23rd St N
Fargo, ND 58102

Subject: Quotation for Four (4) 35-foot Heavy-Duty Diesel Transit buses

Dear Jordan,

New Flyer is pleased to submit an option price quotation for the production of four (4) 35-foot Heavy-Duty Diesel Transit buses based on New Flyer's agreement with Duluth Transit Authority.

The proposed buses will be technically configured as per SR 3089 including SRCR's.

The XD35 price is **\$731,326.31 per bus** which includes estimated Tariffs, Warranty, Publications, and Delivery.

Tariffs

New Flyer clarifies that our Bus Price as submitted currently includes known Tariff costs up to the point of this submission. Tariffs included are shown as its own line item on the price sheet for full transparency. Should Tariffs change between the submission date and line entry of the vehicle, then New Flyer will provide either a credit or cost surcharge (pass-through, no markup) to the agency based on the upward or downward movement of the Tariff. This adjustment will be fully supported by auditable back up and a reference to the respective Executive Order/Law. This approach will be taken for both direct Tariffs, where New Flyer is the importer of record and for indirect Tariffs, where our suppliers are the importer of record

New Flyer clarifies that there is a known change due to technology obsolescence driven by the forthcoming Cummins 2027 engine and EPA change, including the L9 to X10 engine for diesel buses. New Flyer further clarifies that our proposed base bus price does not include any costs associated to the 2027 EPA regulatory changes which includes full engine change, aftertreatment, and associated cascades including warranty. While it is known that this change will take place in 2027, the final cost impact is not fully known at the time of this submission. These changes will be discussed during the pre-production process and any change in cost will be managed via New Flyer's SRCR process.

New Flyer is committed to working collaboratively with Fargo (MATBUS) to ensure a transparent and auditable process for assessing and addressing tariff-related costs. Please refer to the Tariff Section within our proposal for more information on tariff impacts associated with this order.

Payment Terms and Milestones

This contract will include separate invoicing for tariffs and the proposed bus. Each will be invoiced separately to ensure clarity and transparency, resulting in separate payment terms.

- Contract payment terms are 100%, net [30], with bus acceptance required within Fifteen (15) days of delivery.
- New Flyer is pleased to present alternate milestone payments options that offer added flexibility and cost savings to Fargo (MATBUS). Please see the Payment Terms and Milestones section within our proposal for a full breakdown. Note, the alternate milestones and associated discount are conditional upon accepting of one of the proposed options.

We would like to highlight key elements of our proposal:

Warranty: New Flyer exceeds the industry standard warranties in many areas such as our 5 year / 300,000 miles axle warranty (standard warranty is 2 years) and our 3 years / 150,000 miles multiplex warranty (standard competitor warranty is 1 year / 50,000 miles). Please refer to our Warranty Section within our proposal for more information. Please note that warranty is included in the bus price.

Training: New Flyer Training is an organization within the New Flyer Customer Services group, a division of New Flyer Industries. As a part of the leading manufacturer of heavy-duty transit buses in the United States and Canada, we have access to top design, engineering, propulsion technology, and electrical systems professionals. This allows us to offer the service and expertise to maximize the lifetime value of your fleet. Please refer to our Training Section within our proposal for more information. Please note that optional training is not included in the bus price.

Publications: The New Flyer Publications team combines extensive, hands-on technical experience with exceptional writing, illustrating, and publishing skills to create the industry's benchmark in maintenance manuals. They supply accurate information in a timely manner, assisting the customer in the performance of proper bus maintenance, which adds to the overall reliability and lifetime value of each New Flyer bus on the road. Please refer to our Publications Section within our proposal for more information. Please note that publications are included in the bus price.

Tooling and Diagnostics: Please refer to our Tools and Diagnostics Section within our proposal for more information. Please note that tooling and diagnostics are not included in the bus price.

Delivery Proposal: New Flyer is proposing a complete delivery by Q1 of 2028 based on a receipt of a Notice to Proceed within 60 days of this submission. Please note that delivery is included in the bus price.

This project allows New Flyer the important opportunity to continue our strong relationship with Fargo (MATBUS). It also gives us the opportunity again to deliver some of the most advanced vehicles available in North America. We thank you for your continued interest in New Flyer products and look forward to working with you again in the near future.

This quote is open for acceptance for Sixty (60) days. Please indicate your acceptance by providing a Purchase Order to New Flyer, attention Jeff Langelier, Business Segment Director – Urban Transit Fleets at Jeff.Langelier@newflyer.com

Sincerely,

NEW FLYER OF AMERICA INC.


David Cavallin, P.Eng.
Technical Sales Manager
204.794.0429
David.Cavallin@newflyer.com

CC:

Rex Colorado – Regional Sales Manager
Jeff Langelier – Business Segment Director – Metropolitan Fleets
Mark Ewonchuk- Technical Sales Analyst

Tab 2, Proposal Conditions

Solicitation Requirements:

N/A

New Flyer Response:

New Flyer requests the opportunity to meet with Fargo (MATBUS) to discuss and review several items pertaining to this proposal.

In the interest of time and submitting this proposal to Fargo, New Flyer is taking this opportunity to outline the following proposal conditions for Fargo's (MATBUS) review in advance of our meeting.

New Flyer's proposal is based on the following conditions:

1. New Flyer clarifies that there is a known change due to technology obsolescence driven by the forthcoming Cummins 2027 engine and EPA change, including the L9 to X10 engine for diesel buses. New Flyer further clarifies that our proposed base bus price does not include any costs associated to the 2027 EPA regulatory changes which includes full engine change, after treatment, and associated cascades including warranty. While it is known that this change will take place in 2027, the final cost impact is not fully known at the time of this submission. These changes will be discussed during the pre-production process and any change in cost will be managed via New Flyer's SRCR process.
2. Changes to the Contract language; The Fargo (MATBUS) or the Contractor may, from time to time, request changes in the scope of the services to be performed hereunder. Such changes, including the increase or decrease in the amount of the Contractor's compensation, which are mutually agreed upon by and between the DTA and the Contractor, shall be incorporated in written amendments to the contract. This is essential as it is a path forward by which the Tariffs will be paid by Fargo (MATBUS)
3. New Flyer clarifies that our Bus Price as submitted currently includes known Tariff costs up to the point of this submission. Tariffs included are shown as its own line item on the price sheet for full transparency. Should Tariffs change between the submission date and line entry of the vehicle, then New Flyer will provide either a credit or cost surcharge (pass-through, no markup) to the agency based on the upward or downward movement of the Tariff. This adjustment will be fully supported by auditable back up and a reference to the respective Executive Order/Law. This approach will be taken for both direct Tariffs, where New Flyer is the importer of record and for indirect Tariffs, where our suppliers are the importer of record
4. New Flyer has included an economic Price Adjustment in support of line entry timing per Specification Section 4.B. Should the line entry of the vehicles change, New Flyer will manage this price adjustment via our SRCR process.

Tab 3, Bus Price Summary

Solicitation Requirements:

N/A

New Flyer Response:

Please see attached New Flyer's **Tab 2a, Price Summary** for Four (4) – XD35 buses for Fargo (MATBUS).



Price Change Summary

Property Name: Fargo
Option Number: 2025-192
Contract Origin: Duluth 20-130
SR (if applicable): Based on SR-3089
Quantity: 4
Bus Type: XD35
Price Change No.: 1
Template Revision: A
Date: 05-Feb-26

| | Each | Total |
|---|----------------------|------------------------|
| Items Included in Base Bus Price | | |
| Original Contract Base Bus Price | \$ 642,277.98 | \$ 2,569,111.92 |
| Base Bus Price Changes | \$ 62,426.35 | \$ 249,705.41 |
| Contract Spares Included With Base Bus | \$ - | \$ - |
| Total Revised Base Bus Price | \$ 704,704.33 | \$ 2,818,817.33 |
| Known Tarriffs | \$ 16,051.42 | \$ 64,205.68 |
| Tarriff Contingency | \$ 10,570.56 | \$ 42,282.24 |
| Sales Tax | | |
| Total Revised Base Bus Price With Estimated Tariffs | \$ 731,326.31 | \$ 2,925,305.24 |
| <i>Remove Non-Taxable Items</i> | | |

Tab 4, Bus Price Change Detail

Solicitation Requirements:

N/A

New Flyer Response:

Please see attached New Flyer's **Tab 3a, Price Detail Sheet**.

This sheet includes all price changes that are required to go from the base bus to the proposed configuration, as requested.



Price Change Detail

Property Name: Fargo
 Option Number: 2025-192
 Contract Origin: Duluth 20-130
 SR (if applicable): Based on SR-3089
 Quantity: 4
 Bus Type: XD35

| Price Change Type | Ref No. | Option No. | Option Group | Description | Data | |
|--|---------|-------------------|----------------------|---|-----------------|----------------|
| | | | | | Price per coach | Extended Total |
| Base Bus Price Change | 1 | PPI | Producer Price Index | Add PPI [From Last Proposal Projected Aug 2024 (351.981) to Projected Dec 2025 (4.49%)] | \$ 28,838.28 | \$ 115,353.13 |
| | 2 | SRCRs | SRCRs | Add SRCRs from SR-3089 | \$ (249.45) | \$ (997.80) |
| | 4 | PPI | Producer Price Index | Add PPI from Projected Dec 2025 (367.795) Dec 2026 (377.154) [2.54%] | \$ 17,046.35 | \$ 68,185.41 |
| | 5 | PPI | Producer Price Index | Add PPI from Projected Dec 2026 (377.154) Dec 2027 (386.342) [2.44%] | \$ 16,791.17 | \$ 67,164.67 |
| Base Bus Price Change Total | | | | | \$ 62,426.35 | \$ 249,705.41 |
| Estimated Tariffs (Priced Separately) | 6 | Estimated Tariffs | Tariffs | Known Tariffs | \$ 16,051.42 | \$ 64,205.68 |
| | 8 | Estimated Tariffs | Tariffs | Tariff contingency | \$ 10,570.56 | \$ 42,282.26 |
| Estimated Tariffs (Priced Separately) Total | | | | | \$ 26,621.98 | \$ 106,487.94 |
| Grand Total | | | | | \$ 89,048.34 | \$ 356,193.35 |

Tab 5, Tariffs

Solicitation Requirements:

N/A

New Flyer Response:

New Flyer clarifies that our Bus Price as submitted currently includes known Tariff costs up to the point of this submission. Tariffs included are shown as its own line item on the price sheet for full transparency. Should Tariffs change between the submission date and line entry of the vehicle, then New Flyer will provide either a credit or cost surcharge (pass-through, no markup) to the agency based on the upward or downward movement of the Tariff. This adjustment will be fully supported by auditable back up and a reference to the respective Executive Order/Law. This approach will be taken for both direct Tariffs, where New Flyer is the importer of record and for indirect Tariffs, where our suppliers are the importer of record

To ensure continued production and delivery of our customers' buses, New Flyer will begin assessing the tariff impact on each bus build at the time of line entry. The amount of the price increase will vary based on the type of bus, Agency selected options, component sourcing, and timing of the order.

Per the terms of Contract, the following provisions apply:

Article 7

Changes to the Contract language; The Fargo (MATBUS) or the Contractor may, from time to time, request changes in the scope of the services to be performed hereunder. Such changes, including the increase or decrease in the amount of the Contractor's compensation, which are mutually agreed upon by and between the DTA and the Contractor, shall be incorporated in written amendments to the contract.

Should tariffs or regulatory changes affect the cost of materials, production, or services, or result in a change by Fargo (MATBUS) in the number of units to be procured, New Flyer reserves the right to adjust pricing accordingly.

The Price Change reflective of actual Tariff costs, will be calculated at the time of line entry and will be provided with auditable backup to Fargo (MATBUS). The amount will be calculated through New Flyer's SRCR (Sales Release Change Request) process and passed through at cost. It will be clearly identified as a

The federal government requires that the importer on record pay for Tariffs 2 weeks from the date they are incurred and provide a bond for tariff payments. New Flyer has provided a bond to the Federal Government for Tariff Payments; therefore, the Tariff payment at line entry is not considered an Advanced Payment, and no additional security is required.

New Flyer is taking an active advocacy role to educate stakeholders on the impact of tariffs on our industry and the economic impact to Transit Agencies. Unforeseen economic factors and changes in laws and regulations create disruption and added costs. We encourage Fargo (MATBUS) to reach out to your government offices to share the impact of Tariffs on your organization and participate in advocacy outreach where and how you deem appropriate.

Tab 6, Payment Terms and Milestones

Solicitation Requirements:

N/A

New Flyer Response:

This contract will include separate invoicing for tariffs and the proposed bus (as defined in the Contract agreement), which result in separate payment terms.

Contract Payment Terms

Contract payment terms are 100%, net 30 days, with bus acceptance required within Fifteen (15) days of delivery.

Alternate Bus Payment Terms

New Flyer is pleased to present the following alternate milestone payments options that offer added flexibility and cost savings to Fargo (MATBUS). These milestone payment options are outlined below and are conditional upon accepting of one of the proposed options.

| Terms – Payment Net 30 for all Milestones | Percentage | Amount | Discount | Net Payment |
|---|-------------|----------------|----------------|----------------|
| Option 1 | | | | |
| Engine Installation | 75% | 528,528 | (3,982) | 524,546 |
| Acceptance | 25% | 176,176 | | 176,176 |
| | 100% | 704,704 | (3,982) | 700,722 |
| Option 2 | | | | |
| Approval for Shipment from Facility | 80% | 563,763 | (2,317) | 561,447 |
| Acceptance | 20% | 140,941 | | 140,941 |
| | 100% | 704,704 | (2,317) | 702,387 |

Tab 7, Bus Warranty Proposal

Solicitation Requirements:

N/A

New Flyer Response:

Please see the attached New Flyer **Tab 6a, Warranty Proposal**.

Please note that Warranty Pricing is included as part of the Bus Price.



NEW FLYER OF AMERICA

| COMPONENT DESCRIPTION | BASE AND EXTENDED WARRANTY | | | COMMENTS |
|--|----------------------------|---------------------------|-----------|--|
| | PROVIDER | YEARS | MILEAGE | |
| Base Bus Warranty | New Flyer of America | 1 | 50,000 | Excluding scheduled maintenance items, acts of nature, or normal consumables |
| Basic Bus Structure | New Flyer of America | 3 | 150,000 | Body, and body structure shall consist of the components that are bolted or riveted to the structure, such as, exterior panels, interior panels, roof, ceiling, and driver's barrier. |
| Chassis Structure (Integrity) | New Flyer of America | 12 | 500,000 | Consists of all components that are welded together to form the main frame (skeleton) and body construction. The structural integrity guarantee covers against a significant loss of structural integrity of the assembly or its functional performance due to non corrosion related failures. |
| Chassis Structure (Corrosion) | New Flyer of America | 12 | 500,000 | Consists of all components that are welded together to form the main frame (skeleton) and body construction. The corrosion guarantee covers against a significant loss of structural integrity of the assembly or its functional performance, resulting from a pertinent loss of cross-section due to corrosion caused by normal environmental elements but excludes corrosion caused by aggressive road de-icers such as Magnesium Chloride or equivalents, unless New Flyer approved preventative measures are taken. The warranty shall be void if the Agency fails to conduct corrosion inspections and scheduled preventive maintenance procedures as specified in the Contractor's maintenance manuals. The Agency shall maintain documentation, auditable by the Contractor, verifying service activities in conformance with the Contractor's maintenance manuals. |
| Engine | Cummins | 2 | Unlimited | All repairs/warranty claims need to be handled through the local authorized repair facility. When the 3 year extended warranty is purchased (5 years total) the following applies: Two Year Base (Full Coverage), years 3,4 & 5 covers components only as per manufacturer's warranty document. |
| Transmission | Allison | 5 | 300,000 | All repairs/warranty claims need to be handled through the local authorized repair facility. When the 3 year extended warranty is purchased (5 years total) the following applies: Two Year Base (Full Coverage), years 3,4 & 5 covers components only as per manufacturer's warranty document. |
| Axle (Front and Rear) | MAN | 5 | Unlimited | Excluding maintenance items & items that are not covered by the OEM's warranty. All friction materials are excluded from this limited warranty. Wear and third party items supplied with the axle (e.g. slack adjuster, seals and bearings, shocks, air bellows, radius rods, brake chambers) are not included in the 5 year warranty. Please see manufacturer's warranty document. |
| A/C | Thermo King | 2 | Unlimited | Some limitations and exclusions may apply - Please see manufacturer's warranty document. All repairs/warranty claims need to be handled through the local authorized repair facility. |
| Brake System | New Flyer of America | 2 | 100,000 | Friction Material Excluded |
| Destination Signs | Twin Vision | 6 | Unlimited | Some limitations and exclusions may apply - Please see manufacturer's warranty document. All repairs/warranty claims need to be handled through the local authorized repair facility. |
| Door Systems | Vapor | 3 | 150,000 | Excluding maintenance items & items that are not covered by the OEM's warranty. |
| Air Compressor | Cummins | 2 | Unlimited | |
| Wheelchair Ramp | New Flyer of America | 2 | 100,000 | |
| Electrical System | Parker | 3 | 150,000 | This covers Parker Vansco components pertaining to the electrical system only. Excluding maintenance items & items that are not covered by the OEM's warranty. |
| LED Headlights | J.W. Speaker | 6 | Unlimited | Warranty covers parts only after first year. |
| Paint | Axalta | 5 | Unlimited | |
| Air Dryer | Bendix | 2 | 100,000 | |
| Alternator | EMP | 2 | 100,000 | |
| Charge Air Cooler | EMP | 3 | 150,000 | |
| Cooling System | EMP | 3 | 150,000 | Some limitations and exclusions may apply - Please see manufacturer's warranty document. |
| Fire Suppression System | Amerex | 3 | Unlimited | |
| Starter | New Flyer of America | 2 | 100,000 | |
| Transmission Oil Cooler | New Flyer of America | 2 | 100,000 | |
| Emission Control System | Cummins | 5 | 100,000 | Some limitations and exclusions may apply - Please see manufacturer's warranty document. All repairs/warranty claims need to be handled through the local authorized repair facility for Cummins components. Warranty includes Particulate Filter, DEF Components and Aftertreatment devices which should be submitted direct to New Flyer. |
| Hydraulic System | New Flyer of America | 2 | 100,000 | |
| Road Call | New Flyer of America | Component Warranty Period | Unlimited | |
| Handling | New Flyer of America | Component Warranty Period | Unlimited | Up to a maximum of \$100 per claim. |
| Towing | New Flyer of America | Component Warranty Period | Unlimited | |
| Electric Cooling Fans | EMP | 3 | 150,000 | |
| Surveillance System (Digital Video Recording) | SafeFleet | 2 | 100,000 | |
| Decals | New Flyer of America | 2 | 100,000 | |
| Tires | New Flyer of America | 2 | 24,000 | New Flyer Industries Limited warrants the tires installed as original equipment on this vehicle only against defects in materials and workmanship which cause the vehicle to fail to comply with applicable U.S. and Canadian greenhouse gas emission limits ("Warrantable Emissions Failures"). This vehicle emissions limited express warranty relating to original equipment tires is valid for two (2) years or 24,000 miles whichever occurs first. This New Flyer Emission Warranty does not cover components whose failures would not increase the Coach's emissions of any regulated pollutant, nor does it cover tire tread wear. |
| Greenhouse Gas Emissions-Related Warranty (Idle Reduction Systems) | New Flyer of America | 5 | 100,000 | Aluminum Wheels, Emissions-related warranty on Neutral-Idle or Start/Stop idle reduction systems, as defined by the U.S. EPA (not including Allison Standard FuelSense 2.0, Restricted Neutral-at-Stop (NAS), and "Auto-Neutral" functions). |

Tab 8, Bus Training Proposal

Solicitation Requirements:

N/A

New Flyer Response:

Please see the attached New Flyer **Tab 7a, Training Proposal**.

Please note that this proposal is for recommended training only. Training courses may be selected by Fargo (MATBUS). New Flyer's training team is happy to advise on selecting the correct training for your needs.

Corresponding prices are not included in the Bus Price.

| New Flyer Supplied Training | | | | | |
|--|--|----------|----------------------------|--------------------|---------------|
| DESCRIPTION | RECOMMENDED MAXIMUM NUMBER OF STUDENTS PER CLASS | QTY HRS. | TOTAL SELLING PRICE AT BID | REQUIREMENT | BILLABLE: Y/N |
| Operator Orientation (Train-the-Trainer) | 6 | 4 | \$1,127.25 | Recommended | Y |
| Maintenance Orientation | 15 | 4 | \$1,127.25 | Recommended | Y |
| Preventive Maintenance Inspection | 10 | 4 | \$1,127.25 | Recommended | Y |
| Multiplex System | 10 | 32 | \$9,018.00 | Recommended | Y |
| Entrance & Exit Doors | 10 | 4 | \$1,127.25 | Recommended | Y |
| Wheelchair Ramp | 10 | 4 | \$1,127.25 | Recommended | Y |
| Brake Systems and Axles | 10 | 16 | \$4,509.00 | Recommended | Y |
| Air System and ABS | 10 | 8 | \$2,254.50 | Recommended | Y |
| Suspension and Steering | 10 | 4 | \$1,127.25 | Recommended | Y |
| Electric Fan Drive | 10 | 4 | \$1,127.25 | Recommended | Y |
| Coolant Loop Fill Procedure | 10 | 4 | \$1,127.25 | Recommended | Y |
| Towing | 10 | 4 | \$1,127.25 | Recommended | Y |
| Body and Structure | 10 | 4 | \$1,127.25 | Recommended | Y |
| Sub Total - New Flyer Training | | | \$27,054.00 | | Y |
| OEM Vendor Supplied Training | | | | | |
| DESCRIPTION | RECOMMENDED MAXIMUM NUMBER OF STUDENTS PER CLASS | QTY HRS. | TOTAL SELLING PRICE AT BID | REQUIREMENT | BILLABLE: Y/N |
| Engine Maintenance | 8 | 24 | \$21,060.00 | Recommended | Y |
| Transmission Maintenance | 8 | 16 | \$12,960.00 | Recommended | Y |
| HVAC Maintenance | 8 | 8 | \$5,130.00 | Recommended | Y |
| Fire Suppression | 10 | 8 | \$5,670.00 | Recommended | Y |
| Destination Sign | 10 | 12 | \$10,530.00 | Recommended | Y |
| Sub Total - OEM Vendor Training | | | \$55,350.00 | | |
| Training Total (priced separate from the bus price) | | | | \$82,404.00 | Y |

Tab 9, Bus Publications Proposal

Solicitation Requirements:

N/A

New Flyer Response:

Please see the attached New Flyer **Tab 8a, Publications Proposal**.

Please note that Publication Pricing is included in the Bus Price.

| DESCRIPTION | QTY | CUSTOMER DELIVERY | UPDATES (years) | COMMENTS |
|---|-----|--|-----------------|--|
| Emergency Responder Guide (8.5x11 laminated paper) | 5 | With First Bus Delivery | 6 | Emergency information to be on board each bus |
| Operator's Guide (8.5x11 3-hole) | 20 | With First Bus Delivery | 6 | 5 per bus |
| Parts Manual | 3 | 30 Business days After Last Bus Delivery | 12 | |
| Service Manual | 3 | 30 Business days After Last Bus Delivery | 6 | |
| Bus System Drawings Manual (11x17 3-hole regular paper includes air, electr, hydraulic, cooling, PLC HVAC layouts and schematics) | 5 | 30 Business days After Last Bus Delivery | 6 | |
| TIV USB | 3 | 30 Business days After Last Bus Delivery | 6 | USB includes only NF Manuals plus OEM manuals below identified with "" |

Sub Total

OEM Supplier Publications

| DESCRIPTION | QTY | CUSTOMER DELIVERY | UPDATES (years) | COMMENTS |
|---|-----|---|-----------------|----------|
| Cummins L9 (CM2450) Engine OEM Vendor Manual Set (includes only the following) | | With First Bus Delivery or Soon After Receiving From OEM Supplier | | |
| Fault Code Troubleshooting Manual (Vol 1 - 6) | 4 | " | N/A | |
| Service Manual (Vol 1 - 2) | 4 | " | N/A | |
| Operation & Maintenance Manual | 4 | " | N/A | |
| Owners Manual | 4 | " | N/A | |
| ALLISON TRANSMISSION B300/400 OEM Manual Set (includes only the following) | | With First Bus Delivery or Soon After Receiving From OEM Supplier | | |
| Service Manual | 4 | " | N/A | * |
| Parts Manual | 4 | " | N/A | * |
| Troubleshooting Manual | 4 | " | N/A | * |
| Principle of Operations | 4 | " | N/A | * |
| Mechanics Tips | 4 | " | N/A | * |
| Operator's Manuals | 4 | " | N/A | * |
| Thermo King HVAC OEM Manual Set (includes only the following) | | With First Bus Delivery or Soon After Receiving From OEM Supplier | | |
| Unit Operation & Maintenance Manual | 4 | " | N/A | * |
| Intelligaire III Controls Diagnostic Manual | 4 | " | N/A | * |
| EMP Cooling System OEM Manual Set (includes only the following) | | With First Bus Delivery or Soon After Receiving From OEM Supplier | | |
| MH4 Cooler Service Manual | 4 | " | N/A | * |
| MH4 Cooler Troubleshooting Manual | 4 | " | N/A | * |
| Valeo Aux Coolant Heater System OEM Manual (includes only the following) | | With First Bus Delivery or Soon After Receiving From OEM Supplier | | |
| Thermo 300 Workshop Manual | 4 | " | N/A | * |
| WABCO ABS System OEM Manual (includes only the following) | | With First Bus Delivery or Soon After Receiving From OEM Supplier | | |
| ABS Maintenance Manual | 4 | " | N/A | * |
| Twin Vision Destination Sign OEM Manual Set (includes only the following) | | With First Bus Delivery or Soon After Receiving From OEM Supplier | | |
| Operation & Maintenance Manual | 4 | " | N/A | * |
| Arow Global Drivers Door OEM Manual Set (includes only the following) | | With First Bus Delivery or Soon After Receiving From OEM Supplier | | |
| DPS System Operation and Maintenance Manual | 4 | " | N/A | * |
| SafeFleet Video Surveillance System OEM Manual Set (includes only the following) | | With First Bus Delivery or Soon After Receiving From OEM Supplier | | |
| Seon System Maintenance and Troubleshooting Guide | 4 | " | N/A | * |
| Vmax Viewing Software Guide | 4 | " | N/A | * |
| Amerex FSS System OEM Manual (includes only the following) | | With First Bus Delivery or Soon After Receiving From OEM Supplier | | |
| System Operation and Maintenance Manual | 4 | " | N/A | * |
| Modular Controller Operations and Maintenance Manual | 4 | " | N/A | * |
| Vansco Multiplexing System OEM Manual (includes only the following) | | With First Bus Delivery or Soon After Receiving From OEM Supplier | | |
| Hardware User Guides | 4 | " | N/A | * |
| Software User Guides | 4 | " | N/A | * |

Tab 10, Bus Tools and Diagnostics Proposal

Solicitation Requirements:

N/A

New Flyer Response:

Please see the attached New Flyer [Tab 9a, Tools and Diagnostics Proposal](#).

Please note that this proposal outlines New Flyer's recommended tools and diagnostics package required to maintain the Xcelsior® bus. The package acts as a shopping list for Fargo (MATBUS) to select from, as required.

The corresponding prices are not included in the Bus Price.

New Flyer Tools Diagnostics Proposal



| | |
|-------------------------|--------------|
| Date | 1/6/2026 |
| Revision Level | SR3089 Rev E |
| Customer Name | Fargo |
| Bld / Option Number | 2025-192 |
| Quantity - Bus Model | XD35 Qty 4 |
| Pricing Expiration Date | 12/31/2026 |

| Item | Billing Method | Customer Specification Description | IsF Parts Description | Part Number Type | Est Quoted Nf Part # of Unit | Quantity | Individual Unit Selling Price (USD) | Total Selling Price (USD) |
|------|----------------|------------------------------------|---|----------------------|------------------------------|----------|-------------------------------------|---------------------------|
| 1 | | | KIT - Panasonic FZ55 Toughbook Laptop | Diagnostic Equipment | 6502351 | 1 | \$ 3,652.81 | \$ 3,652.81 |
| 2 | | | Nexiq USB Link™ 3 - WiFi/Bluetooth Edition | Diagnostic Equipment | 6494933 | 1 | \$ 1,184.07 | \$ 1,184.07 |
| 3 | | | Harness - Adapter Diagnostic CAN 2 | Diagnostic Equipment | 07-12-5916 | 1 | \$ 117.56 | \$ 117.56 |
| 4 | | | ALADIN Diagnostic Kit - Voith DIWA | Diagnostic Equipment | 6444132 | 1 | \$ 3,774.25 | \$ 3,774.25 |
| 5 | | | Smartcase - Voith NXT Diag | Diagnostic Equipment | 6499919 | 1 | \$ 1,555.77 | \$ 1,555.77 |
| 6 | | | Cable - Voith Smartcase | Diagnostic Equipment | 6499920 | 1 | \$ 981.10 | \$ 981.10 |
| 7 | | | Cable - VoithBluecom | Diagnostic Equipment | 6499921 | 1 | \$ 495.78 | \$ 495.78 |
| 8 | | | ZF Testman IAM Diagnostic Kit | Diagnostic Equipment | 6435374 | 1 | \$ 4,479.27 | \$ 4,479.27 |
| 9 | | | Adapter - Dongle ZF | Diagnostic Equipment | 6503298 | 1 | \$ 357.26 | \$ 357.26 |
| 10 | | | BAE IDS Software | Diagnostic Equipment | 6399628 | 1 | \$ 3,095.60 | \$ 3,095.60 |
| 11 | | | KVASER Interface | Diagnostic Equipment | 6399629 | 1 | \$ 572.69 | \$ 572.69 |
| 12 | | | Intelligence III Diagnostic Software & Cables | Diagnostic Equipment | 6399934 | 1 | \$ 2,535.13 | \$ 2,535.13 |
| 13 | | | Tool/Adapter-Diagnostic,USB,MCC ECO Temp | Diagnostic Equipment | 20-16-0005 | 1 | \$ 300.09 | \$ 300.09 |
| 14 | | | Valeo Diagnostic Software & Cables | Diagnostic Equipment | 6499004 | 1 | \$ 623.28 | \$ 623.28 |
| 15 | | | Valeo Adapter - Diagnostic | Diagnostic Equipment | 6492163 | 1 | \$ 109.85 | \$ 109.85 |
| 16 | | | Kit - Link Master Data Proheat | Diagnostic Equipment | 6478593 | 1 | \$ 1,492.09 | \$ 1,492.09 |
| 17 | | | Test Gauge - Air Pressure Digital Manometer | Diagnostic Equipment | 6411101 | 1 | \$ 1,818.53 | \$ 1,818.53 |
| 18 | | | Remote On/Off Switch - M-Series | Diagnostic Equipment | 213196 | 1 | \$ 98.15 | \$ 98.15 |
| 19 | | | Harness Power - M-Series | Diagnostic Equipment | 6416539 | 1 | \$ 216.15 | \$ 216.15 |
| 20 | | | USB Cable Kit - G# PCM only | Diagnostic Equipment | 6403886 | 1 | \$ 122.42 | \$ 122.42 |
| 21 | | | Kit - Tool X30 Datalink Proheat | Diagnostic Equipment | 6475917 | 1 | \$ 1,290.29 | \$ 1,290.29 |
| 22 | | | Hanover Keylo Programming Device | Diagnostic Equipment | 6401761 | 1 | \$ 193.48 | \$ 193.48 |
| 23 | | | Hanover Keylo Programming Base Station | Diagnostic Equipment | 6401760 | 1 | \$ 270.87 | \$ 270.87 |
| 24 | | | USB Key - Axion EDSS Pkg | Diagnostic Equipment | 6406140 | 1 | \$ 154.78 | \$ 154.78 |
| 25 | | | VerbaPlus - AESYS Programming Software | Diagnostic Equipment | TBD | 1 | \$ - | \$ - |
| 26 | | | Cable - PVSG Interface | Diagnostic Equipment | 6487019 | 1 | \$ 56.84 | \$ 56.84 |
| 27 | | | Cable - Transtech VR Interface | Diagnostic Equipment | 6488984 | 1 | \$ 320.82 | \$ 320.82 |
| 28 | | | Vapor Class System Diagnostic Interface Kit | Diagnostic Equipment | 6358421 | 1 | \$ 62.48 | \$ 62.48 |
| 29 | | | Diagnostic Kit - Vanner HBA/EBA | Diagnostic Equipment | 6406922 | 1 | \$ 1,318.25 | \$ 1,318.25 |
| 30 | | | Datalogger - Vector GL1000 | Diagnostic Equipment | 6473056 | 1 | \$ 3,248.82 | \$ 3,248.82 |
| 31 | | | Siemens PCAN Interface Harness | Diagnostic Equipment | 711447 | 1 | \$ 135.82 | \$ 135.82 |
| 32 | | | USB CAN Adapter - Siemens Interface | Diagnostic Equipment | 6402046 | 1 | \$ 448.95 | \$ 448.95 |
| 33 | | | UDS Software - Vector Indigo | Diagnostic Equipment | 6487897 | 1 | \$ 3,683.76 | \$ 3,683.76 |
| 34 | | | Vector Keyman USB Dongle | Diagnostic Equipment | 6487899 | 1 | \$ 154.78 | \$ 154.78 |
| 35 | | | Indigo Interface - Vector VN1630 Log | Diagnostic Equipment | 6491163 | 1 | \$ 2,835.57 | \$ 2,835.57 |
| 36 | | | CANPiggy 1057GCap - Vector | Diagnostic Equipment | 6491232 | 1 | \$ 300.27 | \$ 300.27 |
| 37 | | | CANcable 2Y - Vector Indigo | Diagnostic Equipment | 6412000 | 1 | \$ 61.91 | \$ 61.91 |

New Flyer Tools Diagnostics Proposal

| | | | | | | | | | |
|----|--|--|--------------------------------|--|---|----|-----------|----|-----------|
| 38 | | XALT Interface Cable - Batteries | Diagnostic Equipment | 704950 | 1 | \$ | 216.69 | \$ | 216.69 |
| 39 | | Kit - XALT SPI Tool Universal | Diagnostic Equipment | 6482554 | 1 | \$ | 2,697.17 | \$ | 2,697.17 |
| 40 | | Plug - MSD Blank | Diagnostic Equipment | 869751 | 1 | \$ | 75.84 | \$ | 75.84 |
| 41 | | Cap - 6 PK Bus Bar Protective Cvr | Diagnostic Equipment | 6483658 | 1 | \$ | 171.98 | \$ | 171.98 |
| 42 | | Key, Cam Latch #4 (ESS Triangle Key) | Diagnostic Equipment | 6476226 | 1 | \$ | 4.75 | \$ | 4.75 |
| 43 | | Diag Cable - Ballard RDU | Diagnostic Equipment | 6473813 | 1 | \$ | 373.02 | \$ | 373.02 |
| 44 | | Amerex SafetyNet Software & Interface | Diagnostic Equipment | 6355551 | 1 | \$ | 762.26 | \$ | 762.26 |
| 45 | | Mobile Receiver - Fleetwatch MR55LT | Diagnostic Equipment | 6445849 | 1 | \$ | 2,159.18 | \$ | 2,159.18 |
| 46 | | Ethernet Cable - IRMA APC | Diagnostic Equipment | 6465569 | 1 | \$ | 136.21 | \$ | 136.21 |
| 47 | | Service Cable - Infodev | Diagnostic Equipment | 6479987 | 1 | \$ | 210.50 | \$ | 210.50 |
| 48 | | Ethernet Cable - Infodev | Diagnostic Equipment | 6479988 | 1 | \$ | 49.92 | \$ | 49.92 |
| 49 | | USB to RS232 Converter - Infodev | Diagnostic Equipment | 6479989 | 1 | \$ | 143.17 | \$ | 143.17 |
| 50 | | eStroke Diagnostic Kit - J1939 | Diagnostic Equipment | 6466350 | 1 | \$ | 2,087.77 | \$ | 2,087.77 |
| 51 | | eDT Diagnostic Handheld Kit - MGM eStroke | Diagnostic Equipment | 6412679 | 1 | \$ | 4,319.88 | \$ | 4,319.88 |
| 52 | | Cummins Insite Lite (Initial Download) | ware / Annual Renewals/ Subscr | 6339520 | 1 | \$ | 1,237.11 | \$ | 1,237.11 |
| 53 | | Cummins Insite Lite (Renewal) | ware / Annual Renewals/ Subscr | 6495522 | 1 | \$ | 1,237.11 | \$ | 1,237.11 |
| 54 | | Cummins Insite Pro | ware / Annual Renewals/ Subscr | 6339521 | 1 | \$ | 1,323.79 | \$ | 1,323.79 |
| 55 | | Cummins Insite Pro (Renewal) | ware / Annual Renewals/ Subscr | 6495523 | 1 | \$ | 1,323.79 | \$ | 1,323.79 |
| 56 | | Allison DOC Premium (Initial Download) | ware / Annual Renewals/ Subscr | 6469849 | 1 | \$ | 1,764.49 | \$ | 1,764.49 |
| 57 | | Allison DOC Premium for H40/S0 EP (Initial Download) | ware / Annual Renewals/ Subscr | 6469850 | 1 | \$ | 1,803.19 | \$ | 1,803.19 |
| 58 | | Allison DOC Premium (Renewal) | ware / Annual Renewals/ Subscr | 6474918 | 1 | \$ | 835.61 | \$ | 835.61 |
| 59 | | Wabco ABS Software (Initial Download) | ware / Annual Renewals/ Subscr | 6334596 | 1 | \$ | 433.38 | \$ | 433.38 |
| 60 | | Wabco ABS Software (Renewal) | ware / Annual Renewals/ Subscr | 6495817 | 1 | \$ | 410.17 | \$ | 410.17 |
| 61 | | Annual Maintenance - Vector Indigo | ware / Annual Renewals/ Subscr | 6487898 | 1 | \$ | 662.46 | \$ | 662.46 |
| 62 | | Cummins Insite Software | No Charge Software | INSITE@EngineDiagnostics.com | 1 | \$ | - | \$ | - |
| 63 | | EMP Software | No Charge Software | EMP_Drivers_Downloads@emp.com | 1 | \$ | - | \$ | - |
| 64 | | Modine Software | No Charge Software | Troubleshooting&Diagnostics@Modine.com | 1 | \$ | - | \$ | - |
| 65 | | Luminator MIE Software | No Charge Software | https://luminator.tendesk.com/hc | 1 | \$ | - | \$ | - |
| 66 | | Twin Vision MIE Software | No Charge Software | https://luminator.tendesk.com/hc | 1 | \$ | - | \$ | - |
| 67 | | Hanover HELEN Software | No Charge Software | kmyers@hanoverdisplays.com | 1 | \$ | - | \$ | - |
| 68 | | Vansco Software | No Charge Software | http://divapps.parker.com/divapps | 1 | \$ | - | \$ | - |
| 69 | | Vansco 1210 Chooser | No Charge Software | http://divapps.parker.com/divapps | 1 | \$ | - | \$ | - |
| 70 | | PVSG Software | No Charge Software | https://ph.parker.com/us/17615/ | 1 | \$ | - | \$ | - |
| 71 | | Smarterider Software | No Charge Software | https://promo.parker.com/promo | 1 | \$ | - | \$ | - |
| 72 | | Vapor Class System Software | No Charge Software | kkobel@Wabtec.com | 1 | \$ | - | \$ | - |
| 73 | | Vapor VETC2 Software | No Charge Software | spoctelmann@Wabtec.com | 1 | \$ | - | \$ | - |
| 74 | | Mobile Starter Software | No Charge Software | darryl_desjarlais@newflyer.com | 1 | \$ | - | \$ | - |
| 75 | | Siemens Siadis Software | No Charge Software | sv-services.us@meritor.com | 1 | \$ | - | \$ | - |
| 76 | | XALT Service Tool Software | No Charge Software | darryl_desjarlais@newflyer.com | 1 | \$ | - | \$ | - |
| 77 | | Modine BTMS Software | No Charge Software | Troubleshooting&Diagnostics@Modine.com | 1 | \$ | - | \$ | - |
| 78 | | Danfoss Software - Berendsen Pwr Strg | No Charge Software | darryl_desjarlais@newflyer.com | 1 | \$ | - | \$ | - |
| 79 | | Ballard Software | No Charge Software | http://ballard.com/contact-us | 1 | \$ | - | \$ | - |
| 80 | | Kit - Lift Tow Universal | Special Tools and PPE | 6396565 | 1 | \$ | 320.05 | \$ | 320.05 |
| 81 | | Kit - Lift Tow Receivers | Special Tools and PPE | 6396567 | 1 | \$ | 2,171.27 | \$ | 2,171.27 |
| 82 | | Xcelstior Flat Tow adapter (2 pcs Per set) | Special Tools and PPE | 6395097 | 1 | \$ | 3,858.65 | \$ | 3,858.65 |
| 83 | | Assy - Frame Flat Towing | Special Tools and PPE | 902990 | 1 | \$ | 6,551.82 | \$ | 6,551.82 |
| 84 | | Jacking Adapters | Special Tools and PPE | 434434 | 1 | \$ | 1,179.13 | \$ | 1,179.13 |
| 85 | | Tool - Sway Bar Bushing Removal | Special Tools and PPE | 566804 | 1 | \$ | 475.58 | \$ | 475.58 |
| 86 | | Repair Kit - Disc Brakes & Calipers | Special Tools and PPE | 6408310 | 1 | \$ | 5,436.66 | \$ | 5,436.66 |
| 87 | | Torque Multiplier | Special Tools and PPE | 6314711 | 1 | \$ | 2,692.20 | \$ | 2,692.20 |
| 88 | | Hub Repair Kit - MAN VOK-07 Frt Axle | Special Tools and PPE | 6408311 | 1 | \$ | 11,080.00 | \$ | 11,080.00 |
| 89 | | Optional Hub Removal Hydraulic Tool Kit - MAN VOK-08 | Special Tools and PPE | 6458834 | 1 | \$ | 6,965.97 | \$ | 6,965.97 |

New Flyer Tools Diagnostics Proposal

| | | | | | | | |
|-----|--|--|-----------------------|--------------|---|--------------|--------------|
| 90 | | King Pin Press Kit - MAN VOK-07 Frt Axle | Special Tools and PPE | 6494532 | 1 | \$ 21,425.81 | \$ 21,425.81 |
| 91 | | Hub Repair Kit - MAN HY1350 RR Axle | Special Tools and PPE | 6408306 | 1 | \$ 7,026.50 | \$ 7,026.50 |
| 92 | | ABS Sensor R&R Kit - MAN HY1350 RR Axle | Special Tools and PPE | 6408307 | 1 | \$ 1,287.68 | \$ 1,287.68 |
| 93 | | Pinion Seal Repair Kit - MAN HY1350 RR Axle | Special Tools and PPE | 6444302 | 1 | \$ 3,221.14 | \$ 3,221.14 |
| 94 | | Differential Repair Kit - MAN HY1350 RR Axle | Special Tools and PPE | 6444303 | 1 | \$ 10,959.62 | \$ 10,959.62 |
| 95 | | Optional Tool Kit - MAN HY1350 RR Axle | Special Tools and PPE | 6444304 | 1 | \$ 44,883.37 | \$ 44,883.37 |
| 96 | | Tool Kit - ZF AV-132 Center Axle | Special Tools and PPE | 6406431 | 1 | \$ 8,484.45 | \$ 8,484.45 |
| 97 | | Hub Puller - ZF Axle | Special Tools and PPE | 5870-080-071 | 1 | \$ 2,288.07 | \$ 2,288.07 |
| 98 | | 50 Ton Cylinder | Special Tools and PPE | 5870-287-009 | 1 | \$ 7,365.41 | \$ 7,365.41 |
| 99 | | Pump - Hydraulic | Special Tools and PPE | 20-00-0057 | 1 | \$ 4,920.87 | \$ 4,920.87 |
| 100 | | ZF AVE130 Center Axle Tool Kit | Special Tools and PPE | 6476735 | 1 | \$ 49,034.83 | \$ 49,034.83 |
| 101 | | Rebuild Kit - EMP Alternator | Special Tools and PPE | 6405510 | 1 | \$ 4,371.84 | \$ 4,371.84 |
| 102 | | Coolant System Pressure Tester | Special Tools and PPE | 660817 | 1 | \$ 1,129.41 | \$ 1,129.41 |
| 103 | | Kit - Coolant Pressure Fill | Special Tools and PPE | 6484741 | 1 | \$ 4,564.46 | \$ 4,564.46 |
| 104 | | Adj Tool - Strg Gear Box Press Relief | Special Tools and PPE | 6465265 | 1 | \$ 344.83 | \$ 344.83 |
| 105 | | Depth Punch - Strg Gear Box Press Relief | Special Tools and PPE | 6465266 | 1 | \$ 258.64 | \$ 258.64 |
| 106 | | Flow Meter Tester - Strg Gear Box | Special Tools and PPE | 140809 | 1 | \$ 1,911.92 | \$ 1,911.92 |
| 107 | | Puller Tool - Pitman Arm | Special Tools and PPE | 6394270 | 1 | \$ 755.91 | \$ 755.91 |
| 108 | | Refractometer-DEF | Special Tools and PPE | 6392284 | 1 | \$ 193.35 | \$ 193.35 |
| 109 | | Alignment Tool - Flex Connector | Special Tools and PPE | 6360381 | 1 | \$ 908.48 | \$ 908.48 |
| 110 | | Eng/Trans Dolly - Universal | Special Tools and PPE | 086444 | 1 | \$ - | \$ - |
| 111 | | Cummins L9 Service Tool Kit | Special Tools and PPE | 6484110 | 1 | \$ 27,373.59 | \$ 27,373.59 |
| 112 | | Cummins L9N Service Tool Kit | Special Tools and PPE | 6483729 | 1 | \$ 34,243.17 | \$ 34,243.17 |
| 113 | | Cummins B6.7 Service Tool Kit | Special Tools and PPE | 6484144 | 1 | \$ 36,139.09 | \$ 36,139.09 |
| 114 | | Kit - Allison Service Tools | Special Tools and PPE | 6360446 | 1 | \$ 13,490.35 | \$ 13,490.35 |
| 115 | | Voith Service Tool Kit | Special Tools and PPE | 6346554 | 1 | \$ 21,169.90 | \$ 21,169.90 |
| 116 | | Rebuild Kit - ZF EcoLife Transmission | Special Tools and PPE | 6443277 | 1 | \$ 82,850.64 | \$ 82,850.64 |
| 117 | | Allison Hybrid Drive Service Tool Kit | Special Tools and PPE | 6345918 | 1 | \$ 22,800.19 | \$ 22,800.19 |
| 118 | | Allison Hybrid Drive Overhaul Tool Kit | Special Tools and PPE | 6358069 | 1 | \$ 20,581.27 | \$ 20,581.27 |
| 119 | | Allison ESS Overhaul Tool Kit | Special Tools and PPE | 6400263 | 1 | \$ 4,326.04 | \$ 4,326.04 |
| 120 | | Tool Kit - Allison eGen Flex 40 Maint & O/H | Special Tools and PPE | 6500920 | 1 | \$ 31,777.21 | \$ 31,777.21 |
| 121 | | Battery Charger - Vanner 24V | Special Tools and PPE | 6469275 | 1 | \$ 2,199.04 | \$ 2,199.04 |
| 122 | | Hybrid Cooling Line Tool - STC12 Fitting | Special Tools and PPE | 6469562 | 1 | \$ 60.01 | \$ 60.01 |
| 123 | | Hybrid Cooling Line Tool - STC16 Fitting | Special Tools and PPE | 6469563 | 1 | \$ 25.45 | \$ 25.45 |
| 124 | | BAE ISG Gap Measurement Tool | Special Tools and PPE | 6469543 | 1 | \$ 1,393.02 | \$ 1,393.02 |
| 125 | | BAE Assy - Jig ACTM | Special Tools and PPE | 6400475 | 1 | \$ 4,024.28 | \$ 4,024.28 |
| 126 | | BAE Lever - Anti Rotation | Special Tools and PPE | 6400476 | 1 | \$ 773.90 | \$ 773.90 |
| 127 | | BAE Assy - Jig PSR | Special Tools and PPE | 6400477 | 1 | \$ 1,702.58 | \$ 1,702.58 |
| 128 | | BAE Assy - Jig ISG | Special Tools and PPE | 6400478 | 1 | \$ 3,869.50 | \$ 3,869.50 |
| 129 | | BAE Spanner - Socket Yoke | Special Tools and PPE | 6400479 | 1 | \$ 1,857.36 | \$ 1,857.36 |
| 130 | | BAE Table - Lift Scissor OTC | Special Tools and PPE | 6400481 | 1 | \$ 13,930.20 | \$ 13,930.20 |
| 131 | | BAE Blanket - Insulating | Special Tools and PPE | 6400482 | 1 | \$ 2,631.26 | \$ 2,631.26 |
| 132 | | BAE Eyebolt - M12 x 1.75 x 24 30mm | Special Tools and PPE | 6400486 | 1 | \$ 30.96 | \$ 30.96 |
| 133 | | BAE Eyebolt - M8 x 1.25 x 16 25mm | Special Tools and PPE | 6400487 | 1 | \$ 21.67 | \$ 21.67 |
| 134 | | BAE Lifting Hook - ACTM | Special Tools and PPE | 6410750 | 1 | \$ 116.09 | \$ 116.09 |
| 135 | | BAE Hardware - ACTM Lifting Hook | Special Tools and PPE | 6410751 | 1 | \$ 2.85 | \$ 2.85 |
| 136 | | BAE ESS Module - Lift Bar | Special Tools and PPE | 6490630 | 1 | \$ 588.16 | \$ 588.16 |
| 137 | | BAE ESS Module - Lifting Tool | Special Tools and PPE | 6483360 | 1 | \$ 386.95 | \$ 386.95 |
| 138 | | TK R407c A/C Tool Kit | Special Tools and PPE | 6397159 | 1 | \$ 32,308.80 | \$ 32,308.80 |
| 139 | | TK R134a A/C Tool Kit | Special Tools and PPE | 6350866 | 1 | \$ 29,724.20 | \$ 29,724.20 |

New Flyer Tools Diagnostics Proposal

| | | | | | | | | | |
|-----|--|--|-----------------------|---------|---|----|-----------|----|-----------|
| 140 | | TK A/C Tool Kit - RLFE R407c | Special Tools and PPE | 6459438 | 1 | \$ | 33,417.42 | \$ | 33,417.42 |
| 141 | | Hose - 4ft Block | Special Tools and PPE | 6402766 | 1 | \$ | 213.10 | \$ | 213.10 |
| 142 | | TK A/C Tool Kit - TE15 R407c | Special Tools and PPE | 6472762 | 1 | \$ | 30,859.17 | \$ | 30,859.17 |
| 143 | | Amerex Discharge Hose Blowout Adapter | Special Tools and PPE | 052132 | 1 | \$ | 209.59 | \$ | 209.59 |
| 144 | | Amerex Fire Alarm/Simulator Module | Special Tools and PPE | 6484731 | 1 | \$ | 408.76 | \$ | 408.76 |
| 145 | | Amerex Calibration Kit - AMGaDS III | Special Tools and PPE | 6459321 | 1 | \$ | 1,524.45 | \$ | 1,524.45 |
| 146 | | CNG Tank Valve Installation Tool | Special Tools and PPE | 6467614 | 1 | \$ | 1,672.09 | \$ | 1,672.09 |
| 147 | | Basic Test Kit - Kidde Dual Spectrum | Special Tools and PPE | 6412463 | 1 | \$ | 1,084.30 | \$ | 1,084.30 |
| 148 | | Optical Test Kit - Kidde Dual Spectrum | Special Tools and PPE | 312950 | 1 | \$ | 4,334.46 | \$ | 4,334.46 |
| 149 | | Fogmaker Tool - Manual Push Button Tester | Special Tools and PPE | 6407366 | 1 | \$ | 144.47 | \$ | 144.47 |
| 150 | | Fogmaker Filling Tool - Piston Accumulator | Special Tools and PPE | 6448969 | 1 | \$ | 746.04 | \$ | 746.04 |
| 151 | | Fogmaker Filling Tool Kit | Special Tools and PPE | 6448970 | 1 | \$ | 341.26 | \$ | 341.26 |
| 152 | | Fogmaker Evac/Refill Tool - Detection Cylinders | Special Tools and PPE | 6448971 | 1 | \$ | 225.92 | \$ | 225.92 |
| 153 | | Fogmaker Gas Filling Tool - Detect Cyl/Piston Accum. | Special Tools and PPE | 6448972 | 1 | \$ | 1,035.03 | \$ | 1,035.03 |
| 154 | | Fogmaker System Flushing Kit | Special Tools and PPE | 6448973 | 1 | \$ | 313.88 | \$ | 313.88 |
| 155 | | Fogmaker Filling Kit - Piston Accumulator | Special Tools and PPE | 6448974 | 1 | \$ | 5,530.32 | \$ | 5,530.32 |
| 156 | | Fogmaker Calibration Kit - Methane/Gas Detection | Special Tools and PPE | 6407367 | 1 | \$ | 1,417.27 | \$ | 1,417.27 |
| 157 | | Accumulator Fill and Test Kit | Special Tools and PPE | 6458813 | 1 | \$ | 2,644.58 | \$ | 2,644.58 |
| 158 | | Pressure Regulator - ATG Accumulator | Special Tools and PPE | 6465316 | 1 | \$ | 295.03 | \$ | 295.03 |
| 159 | | Swivel Union - ATG Accumulator | Special Tools and PPE | 6465317 | 1 | \$ | 45.75 | \$ | 45.75 |
| 160 | | Adapter - ATG Accumulator | Special Tools and PPE | 6465318 | 1 | \$ | 4.15 | \$ | 4.15 |
| 161 | | Hydraulic Block Torque Kit | Special Tools and PPE | 6353626 | 1 | \$ | 1,847.30 | \$ | 1,847.30 |
| 162 | | Cylinder Pin Holder | Special Tools and PPE | 6353636 | 1 | \$ | 258.01 | \$ | 258.01 |
| 163 | | Cylinder Pin Extractor | Special Tools and PPE | 6353637 | 1 | \$ | 299.98 | \$ | 299.98 |
| 164 | | Hydraulic Fill and Test Kit | Special Tools and PPE | 6500763 | 1 | \$ | 5,361.10 | \$ | 5,361.10 |
| 165 | | Roof Strut R&R Tool | Special Tools and PPE | 6491438 | 1 | \$ | 1,621.04 | \$ | 1,621.04 |
| 166 | | Eye Bolt | Special Tools and PPE | 6357775 | 1 | \$ | 31.80 | \$ | 31.80 |
| 167 | | Wrest Joint Nut Restraint | Special Tools and PPE | 6461222 | 1 | \$ | 1,342.48 | \$ | 1,342.48 |
| 168 | | Socket, 32mm | Special Tools and PPE | 6389935 | 1 | \$ | 51.20 | \$ | 51.20 |
| 169 | | Torque Multiplier, 1350 Nm | Special Tools and PPE | 6389936 | 1 | \$ | 3,781.43 | \$ | 3,781.43 |
| 170 | | Holder, Cover Plate | Special Tools and PPE | 6389937 | 1 | \$ | 188.83 | \$ | 188.83 |
| 171 | | Repair Kit - PEI Bellows | Special Tools and PPE | 6469948 | 1 | \$ | 3,303.69 | \$ | 3,303.69 |
| 172 | | Pneumatic Crimper Kit - PEI Bellows | Special Tools and PPE | 6470145 | 1 | \$ | 13,622.07 | \$ | 13,622.07 |
| 173 | | Repair Kit - Hubner Bellows | Special Tools and PPE | 6446214 | 1 | \$ | 6,753.95 | \$ | 6,753.95 |
| 174 | | Repair Kit - Altro Flooring | Special Tools and PPE | 6444305 | 1 | \$ | 1,775.12 | \$ | 1,775.12 |
| 175 | | Assy - H2 Tank Pressure Interface | Special Tools and PPE | 970139 | 1 | \$ | 447.78 | \$ | 447.78 |
| 176 | | Valve Instl Tool | Special Tools and PPE | 6473780 | 1 | \$ | 1,752.11 | \$ | 1,752.11 |
| 177 | | Ballard Special Tools Kit, HD7 | Special Tools and PPE | 6473770 | 1 | \$ | 1,338.85 | \$ | 1,338.85 |
| 178 | | Assy - Magnapower Charger | Special Tools and PPE | 842767 | 1 | \$ | 10,770.31 | \$ | 10,770.31 |
| 179 | | Kit - Pressure Test Tool | Special Tools and PPE | 6493641 | 1 | \$ | 1,574.14 | \$ | 1,574.14 |
| 180 | | Head Wrench, Dessicant Canister | Special Tools and PPE | 6485513 | 1 | \$ | 301.73 | \$ | 301.73 |
| 181 | | Kit - ESS Coolant Pressure Tester | Special Tools and PPE | 6486719 | 1 | \$ | 1,464.22 | \$ | 1,464.22 |
| 182 | | Kit - ESS Coolant Pressure Fill | Special Tools and PPE | 6411553 | 1 | \$ | 9,892.21 | \$ | 9,892.21 |
| 183 | | Assy, Lift Beam ESS Rack | Special Tools and PPE | 6485763 | 1 | \$ | 5,499.05 | \$ | 5,499.05 |
| 184 | | Boom, Forklift Adapter | Special Tools and PPE | 6485514 | 1 | \$ | 3,897.55 | \$ | 3,897.55 |
| 185 | | Lifting Adapter Assy - Siemens PEM | Special Tools and PPE | 6481413 | 1 | \$ | 971.01 | \$ | 971.01 |
| 186 | | Lifting Device - XALT XMOD Battery Modules | Special Tools and PPE | 6476635 | 1 | \$ | 1,857.36 | \$ | 1,857.36 |
| 187 | | Clamp Meter - 1000A Fluke 376 | Special Tools and PPE | 6487900 | 1 | \$ | 1,174.55 | \$ | 1,174.55 |
| 188 | | Fluke 2 in 1 Multimeter - 1587FC | Special Tools and PPE | 6400746 | 1 | \$ | 1,767.86 | \$ | 1,767.86 |

New Flyer Tools Diagnostics Proposal

| | | | | | | | | | |
|-----|--|--|-----------------------|---------|---|----|----------|----|----------|
| 189 | | Conductivity Meter | Special Tools and PPE | 6489997 | 1 | \$ | 777.77 | \$ | 777.77 |
| 190 | | modular test lead kit | Special Tools and PPE | 6473267 | 1 | \$ | 339.57 | \$ | 339.57 |
| 191 | | test probe flat blade | Special Tools and PPE | 6473268 | 1 | \$ | 55.10 | \$ | 55.10 |
| 192 | | test probe back probe | Special Tools and PPE | 6473269 | 1 | \$ | 46.43 | \$ | 46.43 |
| 193 | | Wiha Insulated Master Electrician's tool kit | Special Tools and PPE | 6473445 | 1 | \$ | 4,787.49 | \$ | 4,787.49 |
| 194 | | wiha 1/4 in ratchet set insulated SAE | Special Tools and PPE | 6473447 | 1 | \$ | 710.19 | \$ | 710.19 |
| 195 | | wiha 1/4 in ratchet set insulated Metric | Special Tools and PPE | 6473448 | 1 | \$ | 710.60 | \$ | 710.60 |
| 196 | | 16 PC 3/8 drive socket set | Special Tools and PPE | 6473449 | 1 | \$ | 717.94 | \$ | 717.94 |
| 197 | | 3/8 Extension set | Special Tools and PPE | 6473450 | 1 | \$ | 81.04 | \$ | 81.04 |
| 198 | | 3/8 Extension set | Special Tools and PPE | 6473451 | 1 | \$ | 111.44 | \$ | 111.44 |
| 199 | | wiha open end wrench insulated metric | Special Tools and PPE | 6473452 | 1 | \$ | 982.91 | \$ | 982.91 |
| 200 | | wiha open end wrench insulated sae | Special Tools and PPE | 6473453 | 1 | \$ | 1,527.48 | \$ | 1,527.48 |
| 201 | | Wiha insulated Serrated Tweezers Straight | Special Tools and PPE | 6473454 | 1 | \$ | 100.50 | \$ | 100.50 |
| 202 | | Wiha insulated Serrated Tweezers Angled | Special Tools and PPE | 6473455 | 1 | \$ | 89.66 | \$ | 89.66 |
| 203 | | Insulated Torque Wrench 1/4" | Special Tools and PPE | 6473456 | 1 | \$ | 1,006.07 | \$ | 1,006.07 |
| 204 | | Insulated Torque Wrench 3/8" | Special Tools and PPE | 6472024 | 1 | \$ | 1,098.94 | \$ | 1,098.94 |
| 205 | | Insulated Torque Wrench 1/2" | Special Tools and PPE | 6473457 | 1 | \$ | 1,160.09 | \$ | 1,160.09 |
| 206 | | torque screwdriver set | Special Tools and PPE | 6473458 | 1 | \$ | 690.32 | \$ | 690.32 |
| 207 | | insulated crimper 30 - 6 Awg 7" | Special Tools and PPE | 6473459 | 1 | \$ | 58.82 | \$ | 58.82 |
| 208 | | wire sniper 6 - 3/8 overall 20 to 10 | Special Tools and PPE | 6473460 | 1 | \$ | 54.17 | \$ | 54.17 |
| 209 | | insulated water pump pliers v-jaw | Special Tools and PPE | 6473461 | 1 | \$ | 103.19 | \$ | 103.19 |
| 210 | | insulated hex key set 10pc metric | Special Tools and PPE | 6473462 | 1 | \$ | 303.37 | \$ | 303.37 |
| 211 | | Long SAE Natural insulated hex key set 12 pc | Special Tools and PPE | 6473463 | 1 | \$ | 391.59 | \$ | 391.59 |
| 212 | | bit driver | Special Tools and PPE | 6473464 | 1 | \$ | 122.28 | \$ | 122.28 |
| 213 | | Stubby Bit Driver | Special Tools and PPE | 6473465 | 1 | \$ | 43.34 | \$ | 43.34 |
| 214 | | Wiha Insulated "bitFlip" Set | Special Tools and PPE | 6472034 | 1 | \$ | 100.61 | \$ | 100.61 |
| 215 | | Mini Screw Driver set | Special Tools and PPE | 6473466 | 1 | \$ | 104.74 | \$ | 104.74 |
| 216 | | ARC Flash Protection Clothing Kit - 2PC Small | Special Tools and PPE | 6471958 | 1 | \$ | 1,101.45 | \$ | 1,101.45 |
| 217 | | ARC Flash Protection Clothing Kit - 2PC Medium | Special Tools and PPE | 6473412 | 1 | \$ | 1,101.45 | \$ | 1,101.45 |
| 218 | | ARC Flash Protection Clothing Kit - 2PC Large | Special Tools and PPE | 6473413 | 1 | \$ | 1,101.45 | \$ | 1,101.45 |
| 219 | | ARC Flash Protection Clothing Kit - 2PC XL | Special Tools and PPE | 6473414 | 1 | \$ | 1,101.45 | \$ | 1,101.45 |
| 220 | | ARC Flash Protection Clothing Kit - 2PC 2XL | Special Tools and PPE | 6471962 | 1 | \$ | 1,156.52 | \$ | 1,156.52 |
| 221 | | ARC Flash Protection Clothing Kit - 2PC 3XL | Special Tools and PPE | 6471963 | 1 | \$ | 1,211.59 | \$ | 1,211.59 |
| 222 | | ARC Flash Protection Clothing Kit - 2PC 4XL | Special Tools and PPE | 6471964 | 1 | \$ | 1,272.17 | \$ | 1,272.17 |
| 223 | | ARC Flash Protection Clothing Kit - 2PC 5XL | Special Tools and PPE | 6471965 | 1 | \$ | 1,321.74 | \$ | 1,321.74 |
| 224 | | ARC Flash Protection Clothing Kit - 1PC Small | Special Tools and PPE | 6471966 | 1 | \$ | 878.27 | \$ | 878.27 |
| 225 | | ARC Flash Protection Clothing Kit - 1PC Medium | Special Tools and PPE | 6473415 | 1 | \$ | 878.27 | \$ | 878.27 |
| 226 | | ARC Flash Protection Clothing Kit - 1PC Large | Special Tools and PPE | 6473416 | 1 | \$ | 878.27 | \$ | 878.27 |
| 227 | | ARC Flash Protection Clothing Kit - 1PC XL | Special Tools and PPE | 6473417 | 1 | \$ | 878.27 | \$ | 878.27 |
| 228 | | ARC Flash Protection Clothing Kit - 1PC 2XL | Special Tools and PPE | 6473418 | 1 | \$ | - | \$ | - |
| 229 | | ARC Flash Protection Clothing Kit - 1PC 3XL | Special Tools and PPE | 6471971 | 1 | \$ | 1,060.24 | \$ | 1,060.24 |
| 230 | | ARC Flash Protection Clothing Kit - 1PC 4XL | Special Tools and PPE | 6471972 | 1 | \$ | 1,046.41 | \$ | 1,046.41 |

New Flyer Tools Diagnostics Proposal

| | | | | | | | |
|-----|--|--|-----------------------|---------|---|-------------|-------------|
| 231 | | ARC Flash Protection Clothing Kit - 1PC 5XL | Special Tools and PPE | 6471973 | 1 | \$ 1,060.24 | \$ 1,060.24 |
| 232 | | Balaclava Head Cover one size fits all | Special Tools and PPE | 6473440 | 1 | \$ 63.52 | \$ 63.52 |
| 233 | | Hard Hat and Face Shield one size fits all | Special Tools and PPE | 6368561 | 1 | \$ 410.63 | \$ 410.63 |
| 234 | | Harness - Fall Body Arc Flash (425 lbs) | Special Tools and PPE | 6700155 | 1 | \$ 1,571.02 | \$ 1,571.02 |
| 235 | | Black electrical glove kit, Size 7 | Special Tools and PPE | 6471976 | 1 | \$ 162.50 | \$ 162.50 |
| 236 | | Black electrical glove kit, Size 8 | Special Tools and PPE | 6473420 | 1 | \$ 170.64 | \$ 170.64 |
| 237 | | Black electrical glove kit, Size 8.5 | Special Tools and PPE | 6471978 | 1 | \$ 155.76 | \$ 155.76 |
| 238 | | Black electrical glove kit, size 9 | Special Tools and PPE | 6471979 | 1 | \$ 157.89 | \$ 157.89 |
| 239 | | Black electrical glove kit, Size 9.5 | Special Tools and PPE | 6473421 | 1 | \$ 155.76 | \$ 155.76 |
| 240 | | Black electrical glove kit, size 10 | Special Tools and PPE | 6473422 | 1 | \$ 211.16 | \$ 211.16 |
| 241 | | Black electrical glove kit, Size 10.5 | Special Tools and PPE | 6473423 | 1 | \$ 311.06 | \$ 311.06 |
| 242 | | Black electrical glove kit, size 11 | Special Tools and PPE | 6473424 | 1 | \$ 223.44 | \$ 223.44 |
| 243 | | Black electrical glove kit, size 12' | Special Tools and PPE | 6473425 | 1 | \$ 214.16 | \$ 214.16 |
| 244 | | HV Blanket 3' x 3' | Special Tools and PPE | 6473431 | 1 | \$ 625.42 | \$ 625.42 |
| 245 | | Blanket Clamp 9-1/2" L, 5" Opening | Special Tools and PPE | 6473432 | 1 | \$ 52.44 | \$ 52.44 |
| 246 | | Glove Dust 0.5oz | Special Tools and PPE | 6473433 | 1 | \$ 22.56 | \$ 22.56 |
| 247 | | Rescue Hook 6FT | Special Tools and PPE | 6400745 | 1 | \$ 939.93 | \$ 939.93 |
| 248 | | Defibrillator Adult | Special Tools and PPE | 6502239 | 1 | \$ 4,212.33 | \$ 4,212.33 |
| 249 | | Brady Personal Lockout Pouch Kit | Special Tools and PPE | 6494427 | 1 | \$ 84.77 | \$ 84.77 |
| 250 | | Steel Lock Hasp with Tab | Special Tools and PPE | 6473442 | 1 | \$ 26.35 | \$ 26.35 |
| 251 | | American lock A1106RED | Special Tools and PPE | 6473443 | 1 | \$ 36.71 | \$ 36.71 |
| 252 | | Lock Out Tag (pk of 25) | Special Tools and PPE | 6473444 | 1 | \$ 37.52 | \$ 37.52 |
| 253 | | Hv Warning sign | Special Tools and PPE | 6473436 | 1 | \$ 28.41 | \$ 28.41 |
| 254 | | Arc Flash Warning sign | Special Tools and PPE | 6473437 | 1 | \$ 20.05 | \$ 20.05 |
| 255 | | steering wheel covers | Special Tools and PPE | 6473439 | 1 | \$ 106.96 | \$ 106.96 |
| 256 | | Cart - Safety Barricade System (up to 75lb) | Special Tools and PPE | 6491772 | 1 | \$ 2,085.66 | \$ 2,085.66 |
| 257 | | Tape - Red HV Safety | Special Tools and PPE | 6491845 | 1 | \$ 63.17 | \$ 63.17 |
| | | | | | | \$ - | \$ - |
| | | | | | | \$ - | \$ - |

Tab 11, Bus Contract Spares Proposal

Solicitation Requirements:

N/A

New Flyer Response:

There are no Contract Spares included in New Flyer's proposal.



Water Treatment Plant
435 14th Avenue South
Fargo, ND 58103
Office: 701.241.1469 | Fax: 701.241.8110
www.FargoND.gov

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March 12, 2026

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

Subject: Bid Award – Project WA2507 – Water Service Line Replacement (Bid 2026-4)

Dear Commissioners:

I am recommending Bid Award for Project WA2507 to Johnson & Schock Excavating to complete approximately 38 water service line replacements. The bid cost is \$396,437. 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 four (4) bidders for this project.

Through the North Dakota Drinking Water State Revolving Fund (DWSRF), the City of Fargo will receive 66.5% grant funding for this construction. The remaining 33.5% will be paid through a DWSRF loan with 0.5% interest. Principal and Interest payments will begin in about 2030. LSLR is on the Water Utility Capital Improvement Plan (CIP) and in the Financial Model.

Your consideration is greatly appreciated in this matter.

Sincerely,

Troy B. Hall
Water Utility Director

RECOMMENDED MOTION: Approve Bid Award for Project WA2507 to Johnson & Schock Excavating to complete water service line replacement in the amount of \$396,437.



NOTICE OF AWARD

**WATER SERVICE REPLACEMENT PROJECT 2026-04
FARGO, ND**

March 11, 2026

Troy Hall
Water Utility Director
City of Fargo Water Treatment Plant

Subject: Water Service Replacement Project 2026-04 Notice of Award

Dear Troy:

Regarding the bids opened on 3/11/2026 for the project known as Water Service Replacement Project 2026-04, 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

| Section Title | Line Item | Item Code | Item Description | UoM | Quantity | Johnson & Schack | | Excavating | | Kraemer/Siteworks | | PRECISION PLUMBING HEATING AND DIRTWORKS | |
|---------------------|-----------|-------------------|---|-----|----------|------------------|--------------|------------|--------------|-------------------|--------------|--|--------------|
| | | | | | | Unit Price | Extension | Unit Price | Extension | Unit Price | Extension | Unit Price | Extension |
| Base Bid Items | 1 | SPECIAL | Site Mobilization | EA | 38 | \$300.00 | \$11,400.00 | \$200.00 | \$7,600.00 | \$280.00 | \$10,640.00 | \$500.00 | \$19,000.00 |
| | 2 | SPECIAL | Public Water Service, Bored or Piled, 1" Dia Water Service | LF | 71 | \$125.00 | \$8,875.00 | \$195.00 | \$13,845.00 | \$195.00 | \$13,845.00 | \$200.00 | \$14,200.00 |
| | 3 | SPECIAL | Private Water Service, Bored or Piled, 1" Dia Water Service | LF | 1174 | \$115.00 | \$135,010.00 | \$145.00 | \$170,230.00 | \$145.00 | \$170,230.00 | \$200.00 | \$234,800.00 |
| | 4 | 1400-PWSX-D00010 | Public Water Service, F&I Pipe 1" Dia Water Service | LF | 18 | \$90.00 | \$1,620.00 | \$195.00 | \$3,510.00 | \$195.00 | \$3,510.00 | \$200.00 | \$3,600.00 |
| | 5 | 1400-PWSX-D00010 | Private Water Service, F&I Pipe 1" Dia Water Service | LF | 118 | \$90.00 | \$10,620.00 | \$145.00 | \$17,110.00 | \$145.00 | \$17,110.00 | \$200.00 | \$23,600.00 |
| | 6 | 1400-RW20-D00010 | Rem & Repl CS & Box 14ft Dia | EA | 3 | \$1,100.00 | \$3,300.00 | \$1,500.00 | \$4,500.00 | \$1,500.00 | \$4,500.00 | \$1,500.00 | \$4,500.00 |
| | 7 | 1400-SH20-000000 | Connect Water Service | EA | 3 | \$2,500.00 | \$7,500.00 | \$200.00 | \$600.00 | \$650.00 | \$1,950.00 | \$15,000.00 | \$15,000.00 |
| | 8 | 1400-SY20-000000 | Eliminate Water Service | EA | 5 | \$1,400.00 | \$7,000.00 | \$800.00 | \$4,000.00 | \$800.00 | \$4,000.00 | \$5,000.00 | \$25,000.00 |
| | 9 | SPECIAL | Connect Water Service to Meter | EA | 34 | \$2,100.00 | \$71,400.00 | \$600.00 | \$20,400.00 | \$650.00 | \$22,100.00 | \$500.00 | \$17,000.00 |
| | 10 | SPECIAL | Site Restoration | SY | 380 | \$50.00 | \$19,000.00 | \$85.00 | \$32,300.00 | \$85.00 | \$32,300.00 | \$25.00 | \$9,500.00 |
| | 11 | 14100-0010-XT001 | Traffic Control | LS | 1 | \$2,000.00 | \$2,000.00 | \$4,500.00 | \$4,500.00 | \$4,500.00 | \$4,500.00 | \$5,000.00 | \$5,000.00 |
| | 12 | 12100-RW50-000000 | Rem & Repl Curb & Gutter | LF | 108 | \$100.00 | \$10,800.00 | \$90.00 | \$9,720.00 | \$90.00 | \$9,720.00 | \$72.00 | \$7,776.00 |
| | 13 | 12100-VW7C-K00070 | Rem & Repl Pavement 7" Thick Reinf Conc | SY | 112 | \$125.00 | \$14,112.00 | \$205.00 | \$22,960.00 | \$205.00 | \$22,960.00 | \$202.00 | \$22,624.00 |
| | 14 | 1300-AW7C-K00040 | Rem & Repl Sidewalk 4" Thick Reinf Conc | SY | 210 | \$100.00 | \$21,000.00 | \$115.00 | \$24,150.00 | \$115.00 | \$24,150.00 | \$38.00 | \$70,980.00 |
| | 15 | 1300-DW7C-K00060 | Rem & Repl Driveway 6" Thick Reinf Conc | SY | 225 | \$112.00 | \$25,200.00 | \$140.00 | \$31,500.00 | \$140.00 | \$31,500.00 | \$177.00 | \$39,825.00 |
| | 16 | SPECIAL | Sanitary Sewer Service Relaunching | EA | 76 | \$250.00 | \$19,000.00 | \$240.00 | \$18,240.00 | \$240.00 | \$18,240.00 | \$150.00 | \$11,400.00 |
| Configure Bid Items | 17 | SPECIAL | Water Meter Relocation | LF | 175 | \$20.00 | \$3,500.00 | \$28.00 | \$4,900.00 | \$28.00 | \$4,900.00 | \$100.00 | \$17,500.00 |
| | 18 | SPECIAL | Primary Electrical Grounding Systems Installation | EA | 9 | \$900.00 | \$8,100.00 | \$1,524.00 | \$13,716.00 | \$1,523.00 | \$13,707.00 | \$500.00 | \$4,500.00 |
| | 19 | SPECIAL | Reconnection of Water Service Electrical Jumper Cable | EA | 25 | \$500.00 | \$12,500.00 | \$425.00 | \$10,625.00 | \$425.00 | \$10,625.00 | \$100.00 | \$2,500.00 |
| | 20 | SPECIAL | Sewer Service Repair | EA | 9 | \$500.00 | \$4,500.00 | \$750.00 | \$6,750.00 | \$750.00 | \$6,750.00 | \$10,000.00 | \$90,000.00 |
| Base Bid Total | | | | | | | \$396,457.00 | | \$417,756.00 | | \$427,237.00 | | \$538,305.00 |

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REPORT OF ACTION

UTILITY COMMITTEE

Project: WW2005

Type: Change Order #3 (R&R Exc. Inc.)

Location: Sanitary Lift Station #62 Improvements

Date of Hearing: 3-6-2026 (via email)

| | |
|-----------------|------------------|
| <u>Routing</u> | <u>Date</u> |
| City Commission | <u>3-16-2026</u> |
| Project File | _____ |

Jim Hausauer, Water Reclamation Utility Director, presented the attached memo and Change Order #3 for Project WW2005. The Water Reclamation Utility currently operates & maintains 73 sanitary sewer lift stations (LS's) as a part of the Fargo/Metro collection system. This LS was built in 2010 and currently serves the Deer Creek & Rocking Horse service areas as well as new developments northern Horace since 2017. With rapid growth in these areas, this station has seen a rather large increase in average daily & wet weather flow.

Change Order #3 will consist of a credit and adjusts the final contract price to remove an allowance for bypass pumping that was not needed. This Project is included in the 2024-25 CIP funded with Project WW2005-Water Reclamation Infrastructure Sales Tax Fund 455.

On a motion by Scott Olson, seconded by Susan Thompson, the Utility Committee voted to approve Project WW2005 Change Order #3 from R&R Exc. for a deduct of -\$6,629 in the final contract price for bypass pumping that was not needed.

Recommended Motion

Concur with the Utility Committee recommendation to approve Project WW2005 Change Order #3 from R&R Excavating, Inc. for a deduct of -\$6,629 in the final contract price for bypass pumping that was not needed.

| <u>COMMITTEE:</u> | <u>Present</u> | <u>Yes</u> | <u>No</u> | <u>Unanimous</u> |
|---|----------------|------------|-----------|------------------|
| | | | | <u>X</u> |
| | | | | <u>Proxy</u> |
| Denise Kolpack, City Commissioner | _____ | _____ | _____ | _____ |
| Susan Thompson, Director of Finance | X | X | _____ | _____ |
| Brian Ward, Water Plant Superintendent | X | X | _____ | _____ |
| Mark Miller, Water Reclamation Plant Supt. | X | X | _____ | _____ |
| Bruce Grubb, Temp. PT City Admin. | X | X | _____ | _____ |
| Scott Liudahl, City Forester | X | X | _____ | _____ |
| Scott Olson, Solid Waste Utility Director | X | X | _____ | _____ |
| Jim Hausauer, Water Reclamation Utility Dir | X | X | _____ | _____ |
| Troy Hall, Water Utility Director | X | X | _____ | _____ |
| Ben Dow, Public Works Operations Director | X | X | _____ | _____ |
| Tom Knakmuhs, City Engineer | X | X | _____ | _____ |
| Brenda Derrig, Assistant City Administrator | _____ | _____ | _____ | _____ |
| Dan Portlock Water Utility Engineer | X | X | _____ | _____ |

ATTEST:



Jim Hausauer
Water Reclamation Utility Director

C: Tim Mahoney, Mayor
Commissioner Strand
Commissioner Piepkorn
Commissioner Turnberg

MEMORANDUM

March 6, 2026

To: Utility Committee

From: Jim Hausauer, Water Reclamation Utility Director 

**Re: Project WW2005-Change Order #3 - R&R Excavating
Sanitary Lift Station #62 Improvements**

Background-Lift Station #62

The Water Reclamation Utility currently operates & maintains 72 sanitary sewer lift stations (LS's) as a part of the Fargo/Metro collection system. LS#62 was built in 2010 & serves the Deer Creek & Rocking Horse service areas as well as new developments in Horace. With rapid growth in these areas, this LS has seen a large increase in average daily & wet weather flow. Sump pump discharge into the sanitary sewer system has caused high water alarms during rain events, needing auxiliary pumps to protect property. The 2017 Horace Sewer Agreement allocates 800 gpm (1.15 mgd) to Horace through a connection near LS #62. The agreement also spells out that Horace will pay the upcharge to accommodate Horace flows while Fargo is responsible for the capacity increase in Rocking Horse & Deer Creek.

Water Reclamation staff have also completed a LS risk assessment tool to assign a risk factor-based review of each LS & develop a prioritized/criticality list of all LS's. LS #62 ranked #1 out of 72 LS's with this assessment tool, thus Water Rec staff feel that improvements & a capacity expansion is warranted.

Bids were opened on November 20th, 2024 for work associated with Project WW2005-Lift Station #62 Improvements. The low General Construction bid was from R&R Excavating, Inc. and the low Electrical Construction bid was from JDP Electric, Inc.

Project WW2005-Change Order #3

Final Balancing Change Order #3 is a credit and adjusts the final contract value to remove an unused allowance for bypass pumping that was not needed.

This Project is included in the 2024-25 Capital Improvement Plan to be funded with Project WW2005-Water Reclamation Infrastructure Sales Tax Fund 455.

Recommended Motion

Approve Project WW2005 Final Balancing Change Order #3 from R&R Excavating, Inc. for a deduct of -\$6,629 in the final contract amount for an unused allowance for bypass pumping that was not needed.

CONTRACT NO. 1 – GENERAL CONTRSUCTION

CHANGE ORDER NO.: 3

| | | | |
|----------------|---------------------------------------|---------------------------------|-----------------|
| Owner: | City of Fargo | Owner's Project No.: | WW2005 |
| Engineer: | AE2S | Engineer's Project No.: | P00803-2024-009 |
| Contractor: | R&R Excavating | Contractor's Project No.: | |
| Project: | Lift Station 62 Improvements | | |
| Contract Name: | Contract No. 1 – General Construction | | |
| Date Issued: | 1/13/2026 | Effective Date of Change Order: | 1/13/2026 |

The Contract is modified as follows upon execution of this Change Order:

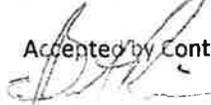
Description:

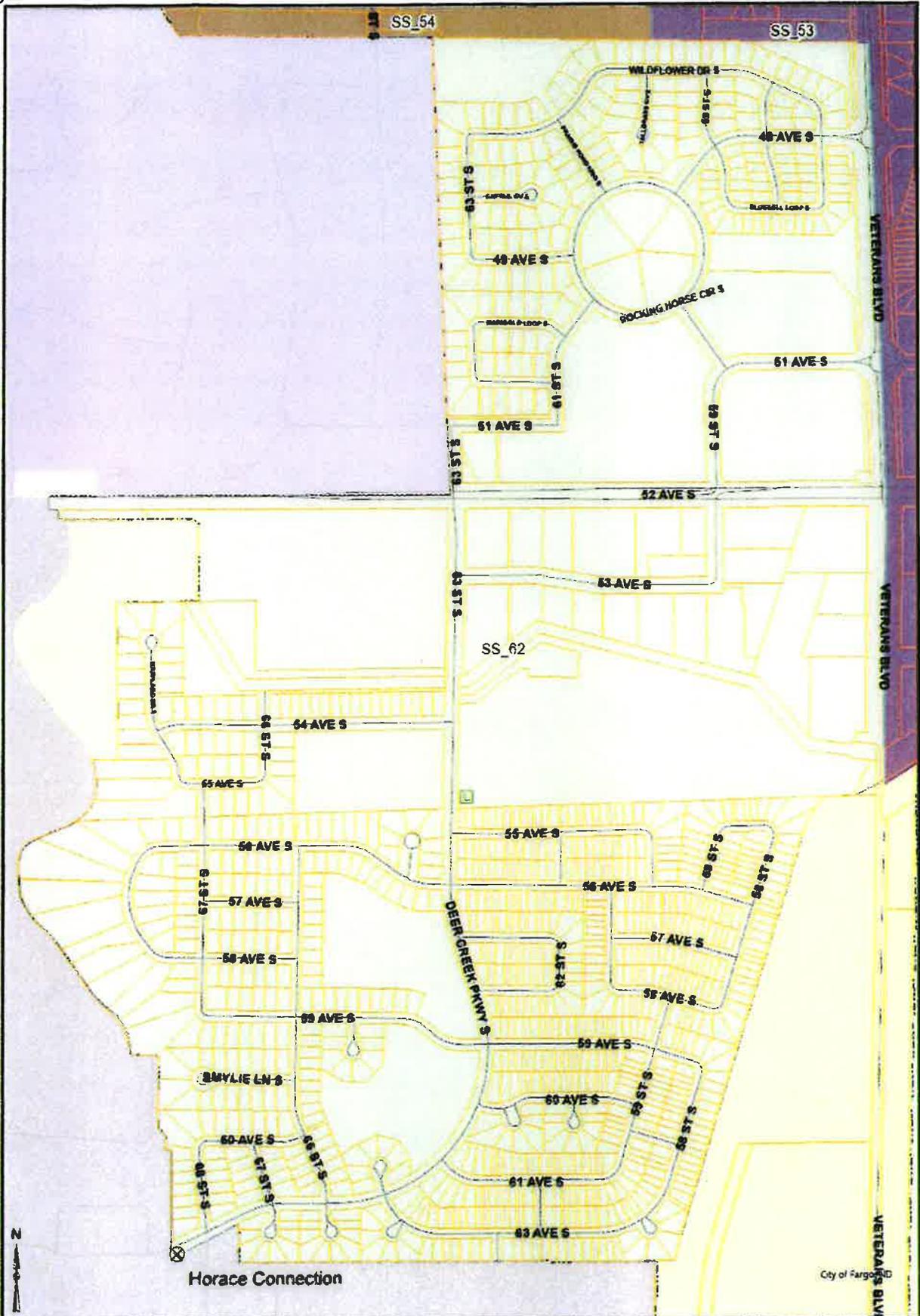
This change order adjusts the final contract value to remove unused portion of the allowance for bypass pumping.

Attachments:

| Change in Contract Price | Change in Contract Times [State Contract Times as either a specific date or a number of days] |
|---|--|
| Original Contract Price: \$ 510,245.39 | Original Contract Times: Utility Power Substantial Completion: May 31, 2025 Generator Power Substantial Completion: October 1, 2025 Ready for final payment: October 31, 2025 |
| [Increase] [Decrease] from previously approved Change Orders No. 1 to No. 2 \$ 32,508.42 | [Increase] [Decrease] from previously approved Change Orders No.1 to No. 2 Utility Power Substantial Completion: September 15, 2025 Generator Power Substantial Completion: December 1, 2025 Ready for final payment: December 31, 2025 |
| Contract Price prior to this Change Order: \$ 542,793.81 | Contract Times prior to this Change Order: Utility Power Substantial Completion: September 15, 2025 Generator Power Substantial Completion: December 1, 2025 Ready for final payment: December 31, 2025 |
| [Increase] [Decrease] this Change Order: \$ (6,629.00) | [Increase] [Decrease] this Change Order: Utility Power Substantial Completion: Generator Power Substantial Completion: Ready for final payment: |
| Contract Price incorporating this Change Order: | Contract Times with all approved Change Orders: |

| | | |
|---------------|---|--------------------|
| \$ 536,124.81 | Utility Power Substantial Completion: | September 15, 2025 |
| | Generator Power Substantial Completion: | December 1, 2025 |
| | Ready for final payment: | December 31, 2025 |
| | | |

| | | | |
|---------------------------------------|--|--|--|
| Recommended by Engineer (if required) | | Accepted by Contractor | |
| By: _____ | |  | |
| Title: Project Engineer | | President | |
| Date: 1/13/2026 | | 1/13/2026 | |
| Authorized by Owner | | Approved by Funding Agency (if applicable) | |
| By: _____ | | _____ | |
| Title: _____ | | _____ | |
| Date: _____ | | _____ | |



These data are provided on an "AS-IS" basis, without warranty of any type, expressed or implied, including but not limited to any warranty as to their performance, merchantability, or fitness for any particular purpose.

LS 62 Service Area

1:9,028

8/16/2024 9:07 AM

This map is not a substitute for accurate field surveys or for locating actual property lines and any adjacent features.

