

FARGO CITY COMMISSION AGENDA
Tuesday, May 26, 2026 - 5:00 p.m.

Executive Session at 4:30 p.m.

Roll Call.

PLEASE NOTE: The Board of City Commissioners will convene in the City Commission Chambers at 4:30 p.m. and retire into Executive Session in the Red River Room to discuss negotiating strategy or provide negotiating instructions to its attorney or other negotiator regarding contracts with Interstate Parking which are currently being negotiated and to discuss these matters in an open meeting will have a negative fiscal effect on the bargaining position of the City. Thus, an Executive Session for this matter is authorized pursuant to North Dakota Century Code 44-04-19.1, subsection 9 and North Dakota Century Code § 44-04-19.2, subsection 1.

Regular Meeting at 5:00 p.m.

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

- A. Pledge of Allegiance.
- B. Roll Call.
- C. Approve Order of Agenda.
- D. Minutes (Regular Meeting, May 11, 2026).

CONSENT AGENDA – APPROVE THE FOLLOWING:

1. Receive and file an Ordinance Amending Section 21.1-0102 of Article 21.1-01 of Chapter 21.1 of the Fargo Municipal Code Relating to the International Residential Code.
2. Waive requirement to receive and file an Ordinance one week prior to 1st reading and 1st reading of an Ordinance Amending Ordinance No. 5536 Pertaining to Zoning of EOLA Second Addition and J & O 45th Street Apartments Addition to the City of Fargo, Cass County, North Dakota.
3. Settlement Agreement with Dan Wahl concerning the Dangerous Building located at 1544 3rd Avenue South.
4. Site Authorizations for Games of Chance.
5. Applications for Games of Chance.
6. Documented CatEx and Section 4(f)/6(f) for the Red River Bridge Replacement at 12th Avenue (Project No. QR-25-B0).
7. Crossing Surface Installation Agreement with BNSF Railway Company (Project No. RR-26-A1).

8. Bridge Maintenance Agreement with the City of Moorhead, the Park District of the City of Fargo and Clay County for the Red River Bridge.
9. Power Occupancy Agreement with TKE Fraternity for the property located at 1131 14th Street North.
10. Bid award to Key Contracting, Inc. in the amount of \$390,845.00 for Project No. UR-26-A1.
11. Bid awards for Project No. NR-26-C2:
 - a. Key Contracting, Inc. in the amount of \$571,947.00 (general construction contract).
 - b. JDP Electric, Inc. in the amount of \$38,919.00 (electrical construction contract).
12. Memorandum of Offer to Landowner for Easement (Temporary Construction Easement) with Jean Pich, Trenton Pic-Armbrust and Vance Pic-Armbrust (Improvement District No. BR-26-G1).
13. Create Improvement District No. UR-26-G and adopt Resolution of Necessity (Sanitary Sewer Lining).
14. Contract and bond for Improvement District No. PR-26-E.
15. Items from FAHR Meeting:
 - a. Receive and file General Fund - Budget to Actual through 4/30/26.
 - b. Receive and file Sales Tax Revenue - Accrual Basis.
 - c. Amendment with Tyler Technologies, Inc. to provide DHD software until 12/31/26.
 - d. Bid award to HS GovTech in the amount of \$95,460.00 and related budget adjustment (RFP26033).
 - e. Purchase of Service Agreement with Northern Cass Public School District.
 - f. Sidewalk repair and replacement at the FARGODOME in the amount of \$82,000.00 and related budget adjustment (Project No. SR-26-A1).
 - g. Interfund Loan Agreement between Funds 226 and 227 and related budget adjustments for the purchase of land for the development of a Fire training facility (EX26186).
16. Resolution approving Plat of Selkirk Place Fifth Addition.
17. Resolution approving Plat of Bowers Second Addition.
18. Resolution approving Plat of Simonson Companies Fifth Addition.
19. Bid award to Fargo Freightliner in the amount of \$233,000.00 for the purchase of one rear load refuse truck (RFP26177).
20. Services Agreement - Sidewalk Snow and Ice Removal Services City Owned Properties with Valley Green & Associates for the 2026/2027 snow season (RFP22139).
21. Services Agreement - Sidewalk Snow and Ice Removal Services Code Enforcement with Turf Tamers LLC and Valley Green & Associates for the 2026/2027 snow season (RFP22129).
22. Bid award to Precision Dirtworks, LLC in the amount of \$556,065.00 for Project No. WA2512.
23. Bills.

REGULAR AGENDA:

PUBLIC HEARINGS - 5:05 pm:

24. **PUBLIC HEARING** – CONTINUE to 6/22/26 - Application for a Class “W” Alcoholic Beverage License for Polished Nail Spa, Inc. d/b/a Polished Nail Spa to be located at 4265 45th Street South #129.
25. **PUBLIC HEARING** – CONTINUE to 6/22/26 - Application for a Class “Y” Alcoholic Beverage License for BCKM Enterprises d/b/a North Brewing to be located at 3105 North Broadway #7.
26. **PUBLIC HEARING** - Application filed by Fargo HRA Low Income Housing for a payment in lieu of tax exemption (PILOT) for a project located at 1711 25th Avenue South which the applicant will use for a 65-unit low income, multi-family residential apartment building.
27. **PUBLIC HEARING** – Application filed by Najaxa Software LLC for a property tax exemption for a project located at 201 5th Street North which the applicant will use for a technology services and software development company.
28. **PUBLIC HEARING** – Community Development Block Grant (CDBG) and HOME Investment Partnership (HOME) Programs, 2026 HUD Action Plan and Budget, and Amendments to the 2025 Action Plan and Citizen Participation Plan.
29. **PUBLIC HEARING** – Plat of Lake Agassiz Addition (417 and 501 Main Avenue); approval recommended by the Planning Commission on 5/5/26.
30. **PUBLIC HEARING** – Lost Creek First Addition (6685 Veterans Boulevard South and 5120 64th Avenue South); approval recommended by the Planning Commission on 5/5/26:
 - a. Zoning Change from AG, Agricultural to SR-4, Single-Dwelling Residential, SR-5, Single-Dwelling Residential, MR-3, Multi-Dwelling Residential with a C-O, Conditional Overlay, and P/I, Public and Institutional.
 - b. 1st reading of rezoning Ordinance.
 - c. Plat of Lost Creek First Addition.
31. Receive Due Diligence Report for the top-two ranked finalists of the Convention Center Project, discussion on next steps, and selection and approval of the top-ranking Convention Center Project.
32. Recommendation to allow City Staff and the City Attorney’s Office to engage in conversations with North Dakota State University, Fargo-Moorhead Baseball, Inc. and any other related parties on the future operations of the Newman Outdoor Field.
33. Recommendation to allow City Staff and the City Attorney’s Office to engage in conversations with the Fargo-Moorhead Science Museum on the potential use of the Mid America Steel Site at 92 and 106 NP Avenue North.
34. Liaison Commissioner Assignment Updates.
35. **PUBLIC COMMENTS** (2.5 minutes will be offered for comment with a maximum of 30 minutes total for all public comments. Individuals who would like to address the Commission, whether virtually or in person, must sign-up [here](#)).

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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.



**OFFICE OF THE
CITY ATTORNEY**



SERKLAND LAW FIRM

10 Roberts Street North

Fargo, ND 58102

Phone: 701.232.8957 | Fax: 701.237.4049

CITY ATTORNEY
Ian R. McLean

ASSISTANT CITY ATTORNEYS

Nancy J. Morris ▪ Alissa R. Farol Czapiewski

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

May 21, 2026

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

RE: An Ordinance Deleting and Replacing Table R301.2 of the 2024 International Residential Code (IRC) Relating to Snow Load

Dear Mayor and Commissioners,

Enclosed for your consideration and approval is an ordinance amending Section 21.1-0102 of Article 21.1-01 of Chapter 21.1 of the Fargo Municipal Code, which contains the City's amendments to the 2024 International Residential Code ("IRC"). Specifically, the proposed ordinance deletes and replaces Table R301.2 to correct the prescribed ground snow load requirement.

The Board of Appeals considered this matter at its May 7, 2026, meeting and recommended the change. Subsequently, at its May 11, 2026, meeting, the Board of City Commissioners directed the City Attorney's Office to prepare an ordinance effectuating that recommendation. Accordingly, the proposed ordinance is submitted for your approval.

Please feel free to contact Shawn Ouradnik or me if you have any questions or concerns.

Suggested Motion: I move to receive and file an ordinance amending Section 21.1-0102 of Article 21.1-01 of Chapter 21.1 of the Fargo Municipal Code relating to the International Residential Code and to place the ordinance on for first reading at the next regularly-scheduled city commission meeting.

Sincerely,

Alissa R. Farol Czapiewski
Assistant City Attorney

Enclosure

cc: Shawn Ouradnik, Inspections Department

OFFICE OF THE CITY ATTORNEY
FARGO, NORTH DAKOTA

ORDINANCE NO. _____

1 AN ORDINANCE AMENDING SECTION 21.1-0102 OF ARTICLE 21.1-01
2 OF CHAPTER 21.1 OF THE FARGO MUNICIPAL CODE
3 RELATING TO THE INTERNATIONAL RESIDENTIAL CODE

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

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

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

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

13 NOW, THEREFORE,

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

15 Section 1. Amendment.

16 Table R301.2 in Section 21.1-0102 of Article 21.1-01 of Chapter 21.1 of the Fargo
17 Municipal Code is hereby deleted in its entirety and replaced to read as follows:
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OFFICE OF THE CITY ATTORNEY
FARGO, NORTH DAKOTA

ORDINANCE NO. _____

TABLE R301.2
CLIMATIC AND GEOGRAPHIC DESIGN CRITERIA

| GROUND SNOW LOAD ^o | WIND DESIGN | | | | SEISMIC DESIGN CATEGORY ^f | SUBJECT TO DAMAGE FROM | | | ICE BARRIER UNDERLAYMENT REQUIRED ^h | FLOOD HAZARDS ^g | AIR FREEZING INDEX ⁱ | MEAN ANNUAL TEMP ^j |
|---------------------------------------|--------------------------|---|----------------------------------|--|---|--|--------------------------------|----------------------|--|----------------------------|---------------------------------|-------------------------------|
| | Speed ^d (mph) | Topographic effects ^k | Special wind region ^l | Windborne debris zone ^m | | Weathering ^a | Frost line depth ^b | Termite ^c | | | | |
| 44 | 111 | No | No | No | Zone A | Severe | 4.5' | None | Yes | 1978 | 4000 | 41.5 |
| MANUAL J DESIGN CRITERIA ⁿ | | | | | | | | | | | | |
| Elevation | | Altitude correction factor ^e | Coincident wet bulb | Indoor winter design relative humidity | Indoor winter design dry-bulb temperature | Outdoor winter design dry-bulb temperature | Heating temperature difference | | | | | |
| 899 | | None | 70 | 30% | 70 | -15 | 85 | | | | | |
| Latitude | | Daily range | Summer design gains | Indoor summer design relative humidity | Indoor summer design dry-bulb temperature | Outdoor summer design dry-bulb temperature | Cooling temperature difference | | | | | |
| 47 | | M | 20 | 50% | 75 | 88 | 13 | | | | | |

For SI: 1 pound per square foot = 0.0479 kPa, 1 mile per hour = 0.447 m/s.

Section 2. Penalty.

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

Section 3. Effective Date.

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

Timothy J. Mahoney, M.D., Mayor

(SEAL)

Attest:

First Reading:
Second Reading:
Final Passage:
Publication:

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



OFFICE OF THE CITY ATTORNEY

2

SERKLAND LAW FIRM

10 Roberts Street North

Fargo, ND 58102

Phone: 701.232.8957 | Fax: 701.237.4049

CITY ATTORNEY

Ian R. McLean

ASSISTANT CITY ATTORNEYS

Nancy J. Morris ■ Alissa R. Farol Czapiewski

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

May 21, 2026

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

RE: An Ordinance Amending Ordinance No. 5536 Pertaining to Zoning of EOLA Second Addition and J & O 45th Street Apartments Addition

Dear Commissioners,

Enclosed for your review and consideration is an ordinance amending Ordinance No. 5536, which received second reading (waived) and final passage by the Board on November 24, 2025. Ordinance No. 5536 authorized the rezoning of property legally described as EOLA Second Addition and J & O 45th Street Apartments Addition.

Following its adoption, a clerical oversight was identified, specifically, the word “through” was inadvertently used in reference to two lots, when the correct term should have been “and.”

The purpose of this amendment serves solely to clarify the ordinance language and ensure consistency between the ordinance and the zoning map.

Please feel free to contact Maegin Elshaug or me if you have any questions or concerns.

Suggested Motion: I move to waive receipt and filing of the enclosed ordinance one week prior to first reading and that this be the first reading, by title, of an Ordinance Amending Ordinance No. 5536 pertaining to zoning of EOLA Second Addition and J & O 45th Street Apartments Addition to the City of Fargo, Cass County, North Dakota.

Sincerely,

Alissa R. Farol Czapiewski
Assistant City Attorney

Enclosure

cc: Maegin Elshaug, Planning & Development Department

OFFICE OF THE CITY ATTORNEY
FARGO, NORTH DAKOTA

ORDINANCE NO. _____

AN ORDINANCE AMENDING ORDINANCE NO. 5536
PERTAINING TO ZONING OF EOLA SECOND ADDITION
AND J & O 45TH STREET APARTMENTS ADDITION
TO THE CITY OF FARGO, CASS COUNTY, NORTH DAKOTA

WHEREAS, at its regular meeting of November 24, 2025, the Board of City Commissioners approved second reading (waived) and final passage of Fargo Municipal Ordinance No. 5536, which memorialized and effected a rezoning of certain property described as EOLA Second Addition and the J & O 45th Street Apartments Addition to the City of Fargo, Cass County, North Dakota; and,

WHEREAS, following adoption of Ordinance No. 5536, the City identified a clerical error within the "Residential Density" section of the Ordinance, wherein the word "through" was inadvertently used in reference to Lots One (1) and Eight (8), when the correct term should have been "and"; and,

WHEREAS, the Board of City Commissioners desires, by adoption of this Ordinance, to correct the clerical error so that Ordinance No. 5536 accurately reflects the zoning request and action considered and approved by the Board at the November 10, 2025, hearing.

NOW, THEREFORE,

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

Section 1. Amendment.

Residential Density.

On Lot Two (2), Block One (1), EOLA Second Addition and Lots One (1) ~~through~~ and Eight (8), Block One (1), J & O 45th Street Apartments Addition, the maximum residential density allowed shall be seventy (70) units per acre.

* * * *

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

OFFICE OF THE CITY ATTORNEY
FARGO, NORTH DAKOTA

ORDINANCE NO. _____

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

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Timothy J. Mahoney, M.D., Mayor

(SEAL)

Attest:

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

First Reading:
Second Reading:
Final Passage:



OFFICE OF THE CITY ATTORNEY

3

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May 21, 2026

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

RE: Settlement Agreement Concerning the Dangerous Building at 1544 3rd Ave. S.

Dear Mayor and Commissioners,

Attached for your consideration and approval is a proposed Settlement Agreement between the City of Fargo and Dan Wahl concerning the dangerous building located at 1544 3rd Avenue South. The Board previously determined that the property constituted a dangerous building and ordered repair or demolition of the structure. The deadlines established under the original Findings of Fact, Conclusions and Order, and as amended, were not met, and the Board subsequently denied an additional extension request. Thereafter, Mr. Wahl commenced litigation against the City relating to the dangerous building proceedings and enforcement actions.

The proposed Settlement Agreement resolves the pending litigation and establishes final deadlines and conditions for rehabilitation of the structure. Under the Agreement, Mr. Wahl must obtain the necessary permits and complete all exterior work, except siding, within ninety (90) days of permit issuance, with siding to be completed within one hundred twenty (120) days. The Agreement also provides for inspections by the City during the compliance period, dismissal of the pending lawsuit with prejudice, and a waiver and release of claims by Mr. Wahl.

The dangerous building designation will remain in effect unless and until the City's Inspections Director determines the property no longer constitutes a dangerous building under applicable code requirements. If Mr. Wahl fails to comply with the Agreement, the City may proceed with demolition or other enforcement remedies authorized by law and prior orders.

Please feel free to contact Shawn Ouradnik or me if you have any questions or concerns.

Suggested Motion: I move to accept and approve the Settlement Agreement between the City of Fargo and Dan Wahl, as presented, concerning the property located at 1544 3rd Avenue South and authorize the Mayor and City Auditor, or designee, to execute the same.

Sincerely,

Alissa R. Farol Czapiewski
Assistant City Attorney

Enclosure

cc: Shawn Ouradnik, Inspections Department
Craig Johnson, Counsel for Plaintiff Dan Wahl

SETTLEMENT AGREEMENT

[¶1] This Settlement Agreement (“Agreement”) is made by and between Dan Wahl (“Wahl”) and the City of Fargo, North Dakota (“City”). Wahl and the City shall collectively be referred to herein as the “Parties” and individually as a “Party.”

Recitals

[¶2] **WHEREAS**, Wahl is the owner of real property located at 1544 3rd Avenue South, Fargo, North Dakota 58103 (the “Property”);

[¶3] **WHEREAS**, the City of Fargo Inspections Department initiated proceedings before the Board of City Commissioners (the “Board”) concerning whether the Property constituted a dangerous building under Article 21-04 of the Fargo Municipal Code;

[¶4] **WHEREAS**, following a hearing held before the Board on November 24, 2025, the Board issued Findings of Fact, Conclusions and Order concerning the Property, determining that the structure on the Property constituted a ‘dangerous building’ under Article 21-04 of the Fargo Municipal Code (Dangerous Buildings) and Chapter 31 of the Fargo Municipal Code, which adopts the 2024 International Property Maintenance Code, and ordering that the structure be repaired or demolished by January 23, 2026. A copy of the Findings of Fact, Conclusions and Order is attached hereto as Exhibit A and incorporated herein by reference;

[¶5] **WHEREAS**, the structure was not repaired or demolished on or before January 23, 2026;

[¶6] **WHEREAS**, thereafter, the Parties entered into an Amendment to the Findings of Fact, Conclusions and Order, which was approved by the Board on February 2, 2026, and extended

the deadline for completion of structural and exterior repairs to March 27, 2026. A copy of the Amendment is attached hereto as Exhibit B and incorporated herein by reference;

[¶7] **WHEREAS**, the structure was not repaired or demolished on or before March 27, 2026;

[¶8] **WHEREAS**, thereafter, Wahl requested a second extension of time, which request was presented to the Board on April 13, 2026. At its April 13, 2026 meeting, the Board denied the request; and,

[¶9] **WHEREAS**, Wahl subsequently commenced an action against the City in Cass County District Court, Case No. 09-2026-CV-02430. In the action, Wahl alleges the City failed to provide him with a written order or denial, findings of fact, notice of appeal rights, and written enforcement deadlines, and further alleges the City violated his procedural due process rights and acted unlawfully. Wahl sought injunctive and declaratory relief. The City denies all allegations and denies that it engaged in any wrongful or unlawful conduct.

[¶10] **WHEREAS**, the Parties desire to resolve all disputes and claims asserted, or which could have been asserted, in this action without further litigation.

[¶11] **NOW, THEREFORE**, in consideration of the mutual promises and covenants contained herein, the Parties stipulate and agree to the following:

Agreement

[¶12] **Securing Permit for Exterior Work**. Wahl shall apply for the necessary permit(s) to complete the exterior work on the Property. Subject to Wahl submitting the required application materials, the City agrees to issue the necessary permit(s) for completion of the exterior work on the Property pursuant to the terms of this Agreement. Wahl agrees to submit the

permit application(s), and the City agrees to issue said permit(s), within seven (7) days of final execution of this Agreement. The Parties acknowledge that issuance of such permit(s) pursuant to this Agreement is intended solely to facilitate resolution of the disputes between the Parties and shall not be construed as an admission by either Party.

[¶13] **Ninety Day Time Period to Complete Exterior Work**. The Parties agree that Wahl shall complete all exterior work, except the siding, on the Property within ninety (90) days after issuance of the necessary permit(s). The siding on the structure shall be fully completed within one hundred twenty (120) days after issuance of the necessary permit(s). For purposes of this Agreement, "complete exterior work" shall mean the structure is substantially complete on the exterior, including that the structure is roofed and has all windows and exterior doors installed, as determined by the City's Inspections Director. The structure must be sufficiently enclosed and weather resistant during the period prior to completion of the siding. Failure to complete the required exterior work within the applicable time periods shall constitute noncompliance with this Agreement.

[¶14] **Inspections of Property**. The City, through its Inspections Department or other authorized representatives, may inspect the Property as needed, including inspections approximately every other week during the ninety-day period, for purposes of monitoring progress toward compliance with this Agreement. Wahl shall reasonably cooperate with such inspections and agrees that entry onto the Property by the City for purposes authorized under this Agreement shall not constitute trespass.

City agrees to provide Wahl with at least one (1) day prior notice of any inspection conducted pursuant to this Agreement. Notice shall be provided by telephone call to Mr. Wahl. If

Mr. Wahl does not answer, the City shall leave a voicemail message providing notice of the inspection. In that event, the City shall also attempt to contact Mr. Wahl's son, Daniel Wahl, by telephone and shall leave a voicemail message if he does not answer. Mr. Wahl has provided the City's Inspections Department with the telephone numbers for both Mr. Wahl and Daniel Wahl for purposes of providing notice under this paragraph.

[¶15] **Interior Work**. Provided the exterior work is completed within the ninety (90)-day period described above, as determined by the City's Inspections Director, Wahl may thereafter pursue additional interior rehabilitation of the Property, subject to obtaining all required permits, inspections, and approvals and complying with all applicable code requirements.

[¶16] **Dangerous Building Designation**. Wahl agrees and understands that the dangerous building designation concerning the Property shall remain in effect unless and until the City's Inspections Director determines that the Property no longer constitutes a dangerous building under applicable code requirements.

[¶17] **Waiver and Release of Claims**. Wahl expressly waives, releases, and forever discharges any right to further appeal, challenge, contest, seek judicial review of, or otherwise object to the Findings of Fact, Conclusions and Order attached as Exhibit A, the Amendment attached as Exhibit B, the City Commission's denial of any further extension request, and any determinations, actions, procedures, notices, or proceedings related thereto. Wahl further waives and releases any and all claims, defenses, procedural objections, due process claims, statutory claims, ordinance claims, notice-related claims, and claims for declaratory, injunctive, or other relief arising out of or related in any way to the Property, the dangerous building proceedings, the City's enforcement actions, or the matters asserted or which could have been asserted in his

lawsuit, whether known or unknown and whether accrued or unaccrued as of the date of this Agreement. Wahl agrees that this Agreement resolves and moots all claims for injunctive relief asserted in the lawsuit, including any request for temporary, preliminary, or permanent injunctive relief.

[¶18] **No Further Extensions.** The Parties agree that all terms and conditions of the Findings of Fact, Conclusions and Order, as well as the Amendment thereto, shall remain in full force and effect except as expressly modified by this Agreement. The Parties further agree that no further extensions of time relating to the repair, rehabilitation, demolition, or dangerous building designation concerning the Property shall be granted absent a written agreement executed by both Parties. No delay or forbearance by the City in enforcing this Agreement or prior orders shall constitute a waiver of any rights or remedies.

[¶19] **City's Agreement to Temporarily Forego Enforcement.** So long as Wahl remains in compliance with the terms of this Agreement, the City agrees that it shall temporarily forego demolition or other enforcement actions related to the dangerous building designation during the ninety (90)-day compliance period. In the event Wahl fails to comply with any term of this Agreement, including failure to timely complete the exterior work as required herein, the City may immediately enter upon the Property and proceed with demolition of the structure and/or any other enforcement remedies authorized by law, the Findings of Fact, Conclusions and Order, the Amendment thereto, or applicable ordinance, without further notice, hearing, extension, or court order.

[¶20] **Dismissal of Current Action.** Upon execution of this Agreement, the Parties shall file a stipulation for dismissal with prejudice of Cass County District Court Civil No. 09-2026-CV-02430, with each Party to bear its own costs, disbursements, and attorneys' fees.

[¶21] **Binding Effect.** This Agreement shall be binding upon and inure to the benefit of the Parties and their respective heirs, successors, assigns, representatives, agents, insurers, and any person or entity claiming through them.

[¶22] **Entire Agreement.** This Agreement constitutes the entire agreement between the Parties concerning the subject matter herein and supersedes all prior negotiations, discussions, understandings, and agreements, whether oral or written. No amendment or modification of this Agreement shall be effective unless in writing and signed by both Parties

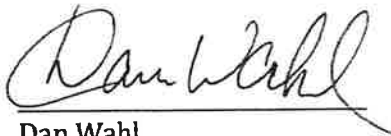
[¶23] Wahl understands, agrees, and expressly acknowledges that he:

- A. Has carefully read and fully understands all the provisions of this Agreement and has agreed to accept all the terms contained herein without any pressure or coercion by City.
- B. Has consulted with his attorney prior to executing this Agreement.
- C. Knowingly and voluntarily agrees to all terms set forth in this Agreement.
- D. Represents and acknowledges that in executing this Agreement he does not rely upon and has not relied upon any representation or statement made by City or its agents, attorneys, or representatives regarding the subject matter, basis, or effect of this Stipulation or otherwise, other than those specifically stated in this written Stipulation.

[¶24] The effective date of this Agreement is the date of final signature by the undersigned parties.

Dated this 21 day of May, 2026.

PLAINTIFF DAN WAHL


Dan Wahl

Dated this _____ day of May, 2026.

DEFENDANT CITY OF FARGO

Timothy J. Mahoney, M.D., Mayor

(SEAL)

Attest:

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



**OFFICE OF THE
CITY ATTORNEY**

CITY ATTORNEY
Nancy J. Morris

SERKLAND LAW FIRM
10 Roberts Street North
P.O. Box 6017
Fargo, ND 58108
Phone: 701.232.8957 | Fax: 701.237.4049

ASSISTANT CITY ATTORNEYS
Ian R. McLean ▪ Alissa R. Farol ▪ William B. Wischer

December 4, 2025

APPROVED BY THE BOARD
OF CITY COMMISSIONERS
12/8/2025

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

RE: Dangerous Building located at 1544 3rd Avenue South, Fargo, North Dakota

Dear Commissioners,

Enclosed for your review and approval are the proposed Findings of Fact and Conclusions and Order regarding the dangerous building proceeding for the property at 1544 3rd Avenue South. At its November 24, 2025 meeting, the report presented by Shawn Ouradnik, city of Fargo Building Inspections Director, was approved by the Board. As such, the City Attorney's Office was directed to prepare the appropriate Findings of Fact and Conclusions and Order.

Suggested Motion: I move to approve the Findings of Fact and Conclusions and Order, as presented.

Sincerely,

Alissa R. Farol Czapiewski
Assistant City Attorney

Enclosure

cc: Shawn Ouradnik, Inspections Department

EXHIBIT A
09-2026-CV-02430

FINDINGS OF FACT, CONCLUSIONS AND ORDER
of the
BOARD OF CITY COMMISSIONERS
OF THE CITY OF FARGO

Property Address: 1544 3rd Avenue South, Fargo, North Dakota

Property Owner: Daniel Wahl

A hearing was held before the Board of City Commissioners of the City of Fargo on the 24th day of November, 2025 regarding the property located at 1544 3rd Avenue South, Fargo, North Dakota. Shawn Ouradnik, city of Fargo Building Inspections Director, appeared on behalf of the city of Fargo Inspections Department and provided testimony as to the condition of the property. Property Owner Daniel Wahl along with Randy Wagner of Van Raden Properties additionally appeared and provided testimony.

The Board heard the testimony offered by the Inspections Director, Daniel Wahl, and Randy Wagner, considered the reports, evidence, and other information presented, and hereby makes the following Findings of Fact:

FINDINGS OF FACT

1. That Daniel Wahl (hereinafter "Property Owner") is the owner of the following described real property located in the City of Fargo, County of Cass, and State of North Dakota:

Lot Eleven (11), Block Two (2), Case, Peake, and Hall Addition to the city of Fargo

Street address: 1544 3rd Avenue South, Fargo, North Dakota, 58103

(hereinafter "Subject Property").

2. That Property Owner obtained several permits from the Inspection Department in connection with Subject Property. After the city of Fargo issued the initial Notice of Dangerous Building on July 18, 2024, Property Owner secured a permit on July 29, 2024 (Permit 2407-1558-REN) to conduct interior demolition of fire-damaged areas. On April 2, 2025, Property Owner obtained a second permit (Permit 2504-0049-REN) to repair the fire damage with truss engineering.

An inspection conducted on September 29, 2025, confirmed that no substantial work had been completed under this permit, and the permit subsequently expired on October 28, 2025.

3. That on March 13, 2025, Laura Langdahl, Code Enforcement Inspector for the city of Fargo, inspected Subject Property and found the building, consisting of a two-story, wood-framed house structure, to be a dangerous building within the standards outlined in Article 21-04 of the Fargo Municipal Code and Section 111.1.5 of the International Property Maintenance Code concerning dangerous structures.

4. That the building is unsafe and dangerous in the following respects: (a) extensive damage from interior fire on the exterior of both the upper and main levels; (b) numerous broken windows (boarded up); (c) unsecured doors; (d) siding shows signs of fire damage and is completely missing in other areas; and (e) outstanding junk and garbage violations with possible vermin harborage.

5. That the following conditions exist concerning Subject Property:

- a. The building is unsafe, fails to provide the amenities essential to decent living, and is unfit for human habitation; and
- b. The building is unsafe or dangerous to the health, moral safety, or general welfare of the people of the City of Fargo.

6. That the information in the files of the Inspections Department stemming from various inspections of the property on or before March 13, 2025, concerning Subject Property is hereby accepted as true and correct.

7. That Notice of Dangerous Building was posted to the building on Subject Property on or about March 18, 2025, under Municipal Code § 21-0404. The Notice of Dangerous Building informed the owner and all occupants, if any, that the “dangerous building” must be vacated and secured, and the building must be demolished, or any necessary and valid permits be obtained within thirty (30) days from the date of the notice.

CONCLUSIONS AND ORDER

Based on the foregoing Findings of Fact, the Board of City Commissioners hereby makes the following Conclusions:

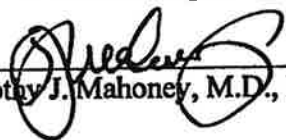
1. That the building located at 1544 3rd Avenue South, Fargo, North Dakota 58103, is hereby found to be a “dangerous building.”
2. That the owner or anyone claiming to have an ownership interest in said building has not sufficiently presented cause why the “dangerous building” should not be demolished.
3. That despite being ordered that the building on Subject Property should be demolished, or necessary and valid permits be obtained within thirty (30) days of the notice, the Property Owner or anyone else claiming to have an ownership interest in said building has failed to do so.

IT IS HEREBY ORDERED that Property Owner Daniel Wahl, or anyone else claiming an ownership interest, shall complete all repairs necessary, as determined sufficient in the discretion of the Building Official, or demolish the “dangerous building” and remove all junk and building debris located at 1544 3rd Avenue South, Fargo, North Dakota by January 23, 2026.

It is further ordered that if the Property Owner fails to complete all necessary repairs or demolish said “dangerous building,” the City Auditor, Building Inspector, and City Attorney are directed to act on behalf of the city of Fargo to cause the “dangerous building” to be demolished, and the cost of said demolition to be assessed against Subject Property as provided in Section 21-0405 of the Fargo Municipal Code.

DATED this 8 day of December, 2025.

BOARD of CITY COMMISSIONERS of the
CITY OF FARGO,
a North Dakota Municipal Corporation

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

ATTEST:


Angie Bear, Deputy City Auditor

NOTICE OF ENTRY OF ORDER

TO: DANIEL WAHL AND ALL OTHER PERSONS HAVING INTEREST IN THIS PROPERTY

RE: PROPERTY AT 1544 3rd AVENUE SOUTH, FARGO, NORTH DAKOTA 58103

YOU ARE HEREBY GIVEN NOTICE that you shall have thirty (30) days from the date of service of Findings of Fact and Conclusions and Order of the Board of City Commissioners of the City of Fargo (“Order”) upon you in which to appeal the Order to the District Court of Cass County, North Dakota, or to take such other legal action to enjoin the enforcement of this Order as you deem proper, all under the appeal procedure outlined in Fargo Municipal Code § 21-0412. You are further given notice that the “dangerous building” on Subject Property may be demolished by the city of Fargo at any time on or after January 23, 2026.

DATED this 9 day of December, 2025.

**BOARD OF CITY COMMISSIONERS
CITY OF FARGO, a North Dakota Municipal
Corporation**

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

ATTEST:



Angie Bear, Deputy City Auditor



OFFICE OF THE CITY ATTORNEY

SERKLAND LAW FIRM

10 Roberts Street North
Fargo, ND 58102

Phone: 701.232.8957 | Fax: 701.237.4049

CITY ATTORNEY
Ian R. McLean

ASSISTANT CITY ATTORNEYS

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

APPROVED BY THE BOARD
OF CITY COMMISSIONERS

3-2-26

④

February 26, 2026

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

RE: Dangerous Building located at 1544 3rd Avenue South, Fargo, North Dakota

Dear Commissioners,

Enclosed for your review and consideration is the proposed Amendment to the Findings of Fact and Conclusions and Order regarding the dangerous building at 1544 3rd Avenue South.

The property owner requested a sixty (60) day extension of time to complete rehabilitation of the building. The Board approved this request at its February 2, 2026, meeting, extending the deadline for repairs to March 27, 2026. As such, the City Attorney's Office was directed to prepare the appropriate amendment to the original Findings of Fact, Conclusions and Order.

Suggested Motion: I move to approve the Amendment to the Findings of Fact, Conclusions and Order, as presented.

Sincerely,

Alissa R. Farol Czapiewski
Assistant City Attorney

Enclosure

cc: Shawn Ouradnik, Inspections Department

EXHIBIT B
09-2026-CV-02430

**AMENDMENT TO
THE FINDINGS OF FACT, CONCLUSIONS AND ORDER**

This **AMENDMENT**, by Agreement by and between the **CITY OF FARGO** (“City”), a North Dakota municipal corporation, whose address is 225 4th Street North, Fargo, North Dakota, 58102, and **DANIEL WAHL** (“Wahl”), owner of the property located at 1544 3rd Avenue South, Fargo, ND 58103, legally described as Lot Eleven (11), Block Two (2), Case, Peake, and Hall Addition (“Subject Property”), hereby amends the Findings of Fact, Conclusions and Order of the Board of City Commissioners of the City of Fargo (“Board”) approved December 8, 2025, a copy of which is attached hereto and made a part hereof, as Exhibit 1.

WHEREAS, on November 24, 2025, a hearing was held before the Board regarding Subject Property, and at said hearing the Board declared Subject Property to be a “dangerous building” and ordered its demolition or repair on or before January 26, 2026; and

WHEREAS, Wahl obtained a permit on January 2, 2026, to complete the structural and exterior repairs, but was unable to complete all necessary work by January 26, 2026, due to several winter weather events; and

WHEREAS, Wahl sought a sixty (60) day extension of time to complete those repairs, necessitating an Amendment to the Findings; and

WHEREAS, the Board considered and approved this request on February 2, 2026; and

WHEREAS, the Inspection Department Director recommends the Board approve this Agreement and Amendment to the Findings to detail the work to be completed, and an appropriate timeline to rehabilitate Subject Property and remove the dangerous building designation.

NOW, THEREFORE, in consideration of the mutual promises, terms, covenants, and conditions stated herein, the parties agree as follows:

1. Wahl agrees and understands that proper permits must be secured from the City prior to any work being completed on Subject Property requiring such permits, and Wahl agrees to arrange for the proper and necessary inspections prior to any work being covered or enclosed in any way.

2. Wahl agrees and understands that if work is not completed on or before March 27, 2026, the extension of the dangerous building designation is withdrawn and the City may proceed with the demolition of Subject Property, any time after March 27, 2026, with or without notice to Wahl. Wahl further agrees and understands that any costs associated with the demolition of Subject Property shall be assessed against the property for collection by City.

3. Wahl agrees and understands that the dangerous building designation shall remain until such time as the Inspections Director determines that such designation is no longer necessary, based on the amount of rehabilitation completed.

4. Provided the structural and exterior repairs are completed and accepted in a timely manner, Wahl shall be permitted to complete additional rehabilitation of Subject Property with proper permits and inspections. Wahl understands and agrees that all construction work to Subject Property necessary to remedy the conditions found making this property a dangerous building must

be completed on or before March 27, 2026.

5. Wahl waives any and all claims, known or unknown, against the City, in exchange for the extension and opportunity to rehabilitate Subject Property which has legally been determined to be a dangerous building by the Board.

6. City agrees and understands it shall forego any further enforcement actions related to the dangerous building designation in accordance with the terms of this Agreement and Amendment.

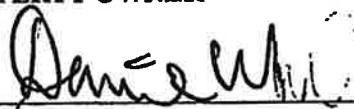
7. All other terms and conditions of the Findings, Conclusion and Order shall remain in full force and effect.

8. The parties understand and agree that this Agreement an Amendment to Findings, Conclusion and Order may be recorded.

(Remainder of Page Intentionally Blank)

DATED this 17 day of February, 2026.

PROPERTY OWNER

By 
Daniel Wahl

DATED this _____ day of March, 2026.

CITY OF FARGO,
a North Dakota municipal corporation

By  _____
Timothy J. Mahoney, M.B., Mayor

ATTEST:



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

EXHIBIT 1

FINDINGS OF FACT, CONCLUSIONS AND ORDER of the BOARD OF CITY COMMISSIONERS OF THE CITY OF FARGO

Property Address: 1544 3rd Avenue South, Fargo, North Dakota

Property Owner: Daniel Wahl

A hearing was held before the Board of City Commissioners of the City of Fargo on the 24th day of November, 2025 regarding the property located at 1544 3rd Avenue South, Fargo, North Dakota. Shawn Ouradnik, city of Fargo Building Inspections Director, appeared on behalf of the city of Fargo Inspections Department and provided testimony as to the condition of the property. Property Owner Daniel Wahl along with Randy Wagner of Van Raden Properties additionally appeared and provided testimony.

The Board heard the testimony offered by the Inspections Director, Daniel Wahl, and Randy Wagner, considered the reports, evidence, and other information presented, and hereby makes the following Findings of Fact:

FINDINGS OF FACT

1. That Daniel Wahl (hereinafter "Property Owner") is the owner of the following described real property located in the City of Fargo, County of Cass, and State of North Dakota:

Lot Eleven (11), Block Two (2), Case, Peake, and Hall Addition to the city of Fargo

Street address: 1544 3rd Avenue South, Fargo, North Dakota, 58103

(hereinafter "Subject Property").

2. That Property Owner obtained several permits from the Inspection Department in connection with Subject Property. After the city of Fargo issued the initial Notice of Dangerous Building on July 18, 2024, Property Owner secured a permit on July 29, 2024 (Permit 2407-1558-REN) to conduct interior demolition of fire-damaged areas. On April 2, 2025, Property Owner obtained a second permit (Permit 2504-0049-REN) to repair the fire damage with truss engineering.

EXHIBIT 1

An inspection conducted on September 29, 2025, confirmed that no substantial work had been completed under this permit, and the permit subsequently expired on October 28, 2025.

3. That on March 13, 2025, Laura Langdahl, Code Enforcement Inspector for the city of Fargo, inspected Subject Property and found the building, consisting of a two-story, wood-framed house structure, to be a dangerous building within the standards outlined in Article 21-04 of the Fargo Municipal Code and Section 111.1.5 of the International Property Maintenance Code concerning dangerous structures.

4. That the building is unsafe and dangerous in the following respects: (a) extensive damage from interior fire on the exterior of both the upper and main levels; (b) numerous broken windows (boarded up); (c) unsecured doors; (d) siding shows signs of fire damage and is completely missing in other areas; and (e) outstanding junk and garbage violations with possible vermin harborage.

5. That the following conditions exist concerning Subject Property:

- a. The building is unsafe, fails to provide the amenities essential to decent living, and is unfit for human habitation; and
- b. The building is unsafe or dangerous to the health, moral safety, or general welfare of the people of the City of Fargo.

6. That the information in the files of the Inspections Department stemming from various inspections of the property on or before March 13, 2025, concerning Subject Property is hereby accepted as true and correct.

7. That Notice of Dangerous Building was posted to the building on Subject Property on or about March 18, 2025, under Municipal Code § 21-0404. The Notice of Dangerous Building informed the owner and all occupants, if any, that the "dangerous building" must be vacated and secured, and the building must be demolished, or any necessary and valid permits be obtained within thirty (30) days from the date of the notice.

EXHIBIT 1

CONCLUSIONS AND ORDER

Based on the foregoing Findings of Fact, the Board of City Commissioners hereby makes the following Conclusions:

1. That the building located at 1544 3rd Avenue South, Fargo, North Dakota 58103, is hereby found to be a "dangerous building."
2. That the owner or anyone claiming to have an ownership interest in said building has not sufficiently presented cause why the "dangerous building" should not be demolished.
3. That despite being ordered that the building on Subject Property should be demolished, or necessary and valid permits be obtained within thirty (30) days of the notice, the Property Owner or anyone else claiming to have an ownership interest in said building has failed to do so.

IT IS HEREBY ORDERED that Property Owner Daniel Wahl, or anyone else claiming an ownership interest, shall complete all repairs necessary, as determined sufficient in the discretion of the Building Official, or demolish the "dangerous building" and remove all junk and building debris located at 1544 3rd Avenue South, Fargo, North Dakota by January 23, 2026.

It is further ordered that if the Property Owner fails to complete all necessary repairs or demolish said "dangerous building," the City Auditor, Building Inspector, and City Attorney are directed to act on behalf of the city of Fargo to cause the "dangerous building" to be demolished, and the cost of said demolition to be assessed against Subject Property as provided in Section 21-0405 of the Fargo Municipal Code.

DATED this 8 day of December, 2025.

**BOARD of CITY COMMISSIONERS of the
CITY OF FARGO,
a North Dakota Municipal Corporation**

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

ATTEST:

Angie Bear, Deputy City Auditor

EXHIBIT 1

NOTICE OF ENTRY OF ORDER

TO: DANIEL WAHL AND ALL OTHER PERSONS HAVING INTEREST IN THIS PROPERTY

RE: PROPERTY AT 1544 3rd AVENUE SOUTH, FARGO, NORTH DAKOTA 58103

YOU ARE HEREBY GIVEN NOTICE that you shall have thirty (30) days from the date of service of Findings of Fact and Conclusions and Order of the Board of City Commissioners of the City of Fargo ("Order") upon you in which to appeal the Order to the District Court of Cass County, North Dakota, or to take such other legal action to enjoin the enforcement of this Order as you deem proper, all under the appeal procedure outlined in Fargo Municipal Code § 21-0412. You are further given notice that the "dangerous building" on Subject Property may be demolished by the city of Fargo at any time on or after January 23, 2026.

DATED this 8 day of December, 2025.

**BOARD OF CITY COMMISSIONERS
CITY OF FARGO, a North Dakota Municipal
Corporation**

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

ATTEST:



Angie Bear, Deputy City Auditor



**AUDITOR'S
OFFICE**



AUDITOR'S OFFICE
Fargo City Hall
225 4th Street North
PO Box 2471
Fargo, ND 58108
Phone: 701.241.8108 | Fax: 701.241.8184
FargoND.gov

MEMORANDUM

TO: BOARD OF CITY COMMISSIONERS

FROM: AUDITOR'S OFFICE

DATE: MAY 26 , 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
American Gold Gymnastics

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 Box

| | | | |
|----------------------------------|----------------------|--------------------------|-----------------------|
| Street 1025 38th St SW | City Fargo | ZIP Code 58103 | County Cass |
|----------------------------------|----------------------|--------------------------|-----------------------|

| | | |
|---|---|---|
| Beginning Date(s) Authorized 7/1/25 | Ending Date(s) Authorized 6/30/26 | Number of Twenty-One tables, if zero, enter "0" 2 |
|---|---|---|

Specific location where games of chance will be conducted and played at the site (required)
Games played in entire bar, 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 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 5/26/26 |

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

INSTRUCTIONS:

1. City/County - 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 58505-5000



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

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

Full, Legal Name of Gaming Organization
Fargo Angels Hockey

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

Name of Location
Bulldog Tap

| | | | |
|---|----------------------|--------------------------|-----------------------|
| Street 4265 45th Street S, Unit 165 | 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" 2 |
|---|---|--|

Specific location where games of chance will be conducted and played at the site (required)
SW corner / back wall

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

RESTRICTIONS FOR CITY/COUNTY USE ONLY

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

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

- | | | |
|---|--|---|
| <input 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) _____

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 5/26/26 |
|-----------------------------------|------------------------|

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

INSTRUCTIONS:

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

RETURN ALL DOCUMENTS TO:

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



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

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

Full, Legal Name of Gaming Organization
Fargo Youth Hockey Association

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

Name of Location
Office headquarters

| | | | |
|---|----------------------|--------------------------|-----------------------|
| Street 3955 40th Ave S, Suite A | 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)
Main office space

If conducting **Raffle** or **Poker** activity provide date(s) or month(s) of the event(s) if known
Dates to be determined, likely several different dates

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) | 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 5/26/26 |

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

INSTRUCTIONS:

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

RETURN ALL DOCUMENTS TO:

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



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

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

Full, Legal Name of Gaming Organization
FARGO Youth Hockey Association

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

Name of Location
BUFFALO WILD WINGS

| | | | |
|--|----------------------|--------------------------|-----------------------|
| Street 1515 19th AVE N. | City FARGO | ZIP Code 58102 | County CASS |
|--|----------------------|--------------------------|-----------------------|

| | | |
|---|--|--|
| Beginning Date(s) Authorized 07/01/26 | Ending Date(s) Authorized 06/30/27 | 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)
BAR AREA

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

RESTRICTIONS FOR CITY/COUNTY USE ONLY

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

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

| | | |
|--|--|---|
| <input 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 |
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| <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 5/26/26 |

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

INSTRUCTIONS:

1. City/County - Retain a **copy** of the Site Authorization for your files.
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RETURN ALL DOCUMENTS TO:
 Office of Attorney General
 Licensing Section
 600 E Boulevard Ave, Dept. 125
 Bismarck, ND 58505-0040
 Telephone: 701-328-2329 OR 800-326-9240



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

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

Full, Legal Name of Gaming Organization
FARGO YOUTH HOCKEY ASSOCIATION

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

Name of Location
BOSS' CHICKEN & PIZZA

| | | | |
|---------------------------------|----------------------|--------------------------|-----------------------|
| Street 228 Broadway N | City FARGO | ZIP Code 58102 | County CASS |
|---------------------------------|----------------------|--------------------------|-----------------------|

| | | |
|---|--|---|
| Beginning Date(s) Authorized 07/01/26 | Ending Date(s) Authorized 06/30/27 | 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)
ENTRANCE & DOWNSTAIRS GAMING AREA + BAR

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 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 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 5/26/26 |
| PRINT Name and official position of person signing on behalf of city/county above Michelle Vanyo Deputy City Clerk/Records Admin | |

INSTRUCTIONS:

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

RETURN ALL DOCUMENTS TO:

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



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

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

Full, Legal Name of Gaming Organization
FARGO YOUTH HOCKEY ASSOCIATION

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

Name of Location
BREWHALLA - DREKKER BREWING

| | | | |
|--|----------------------|--------------------------|-----------------------|
| Street 1702 1ST AVE. N. | City FARGO | ZIP Code 58102 | County CASS |
|--|----------------------|--------------------------|-----------------------|

| | | |
|---|--|--|
| Beginning Date(s) Authorized 07/01/26 | Ending Date(s) Authorized 06/30/27 | 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)
4 ETAB MACHINES ON 2ND FLOOR, 4 ETAB MACHINES IN TAPROOM. ONE DISPENSING DEVICE NEAR EACH

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

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 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 5/26/26 |

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

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

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

Full, Legal Name of Gaming Organization
Fargo Youth Hockey Association

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

Name of Location
Buffalo Wild Wings

| | | | |
|----------------------------------|----------------------|--------------------------|-----------------------|
| Street 1501 42nd St SW | City Fargo | ZIP Code 58103 | County Cass |
|----------------------------------|----------------------|--------------------------|-----------------------|

| | | |
|---|--|---|
| Beginning Date(s) Authorized 07/01/26 | Ending Date(s) Authorized 06/30/27 | 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)
BAR AREA

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

RESTRICTIONS FOR CITY/COUNTY USE ONLY

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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 type="checkbox"/> Raffles | <input type="checkbox"/> Seal Board | <input type="checkbox"/> Poker |
| <input type="checkbox"/> ELECTRONIC 50/50 Raffle | <input type="checkbox"/> Punchboard | <input type="checkbox"/> Calcuttas |
| <input type="checkbox"/> Pull Tab Jar | <input type="checkbox"/> Prize Board | <input type="checkbox"/> Paddlewheel with Tickets |
| <input type="checkbox"/> Pull Tab Dispensing Device | <input type="checkbox"/> Prize Board Dispensing Device | <input type="checkbox"/> Paddlewheel Table |
| <input checked="" type="checkbox"/> ELECTRONIC Pull Tab Device | | |

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

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APPROVALS

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

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

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

Full, Legal Name of Gaming Organization
Friends of the Children Fargo-Moorhead

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
Southtown Pourhouse

| | | | |
|--|----------------------|-----------------------|-----------------------|
| Street 4281 45th St S, Ste 104 | City Fargo | ZIP Code ND | County Cass |
|--|----------------------|-----------------------|-----------------------|

| | | |
|---|--|---|
| Beginning Date(s) Authorized 7/1/2026 | Ending Date(s) Authorized 06/30/2027 | Number of Twenty-One tables, if zero, enter "0" 2 |
|---|--|---|

Specific location where games of chance will be conducted and played at the site (required)
East Area of the bar, games can be played in the entire bar (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 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 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 5/27/26 |

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

INSTRUCTIONS:

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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
Friends of the Children Fargo-Moorhead

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 Windbreak

| | | | |
|---------------------------------|----------------------|-----------------------|-----------------------|
| Street 3150 39th St S | City Fargo | ZIP Code ND | County Cass |
|---------------------------------|----------------------|-----------------------|-----------------------|

| | | |
|---|--|---|
| Beginning Date(s) Authorized 7/1/2026 | Ending Date(s) Authorized 06/30/2027 | Number of Twenty-One tables, if zero, enter "0" 2 |
|---|--|---|

Specific location where games of chance will be conducted and played at the site (required)
West Area of the bar, games can be played in the entire bar (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 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 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 5/27/26 |

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

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

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

| |
|--|
| Full, Legal Name of Gaming Organization North Dakota Horse Park Foundation |
|--|

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

| |
|--|
| Name of Location North Dakota Horse Park |
|--|

| | | | |
|----------------------------------|----------------------|--------------------------|-----------------------|
| Street 5180 19th Ave N | City Fargo | ZIP Code 58102 | County Cass |
|----------------------------------|----------------------|--------------------------|-----------------------|

| | | |
|---|--|---|
| Beginning Date(s) Authorized 07/01/26 | Ending Date(s) Authorized 06/30/27 | 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)
Games may be conducted and played in all public areas, excluding bathrooms

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

RESTRICTIONS FOR CITY/COUNTY USE ONLY

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

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

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

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

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

Full, Legal Name of Gaming Organization
North Dakota Horse Park Foundation

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

Name of Location
Newman Outdoor Field

| | | | |
|-------------------------------------|----------------------|--------------------------|-----------------------|
| Street 1515 15th Avenue N | City Fargo | ZIP Code 58102 | County Cass |
|-------------------------------------|----------------------|--------------------------|-----------------------|

| | | |
|---|--|---|
| Beginning Date(s) Authorized 07/01/26 | Ending Date(s) Authorized 06/30/27 | 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)
Raffle will be conducted and played in all public areas, excluding bathrooms

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

RESTRICTIONS FOR CITY/COUNTY USE ONLY

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

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

- | | | |
|---|--|---|
| <input type="checkbox"/> Bingo | <input type="checkbox"/> Club Special | <input type="checkbox"/> Sports Pools |
| <input type="checkbox"/> ELECTRONIC Quick Shot Bingo | <input type="checkbox"/> Tip Board | <input type="checkbox"/> Twenty-One |
| <input 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

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

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

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

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

Full, Legal Name of Gaming Organization
Northern Prairie Performing Arts

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 Old Broadway

| | | | |
|--------------------------------|----------------------|--------------------------|-----------------------|
| Street 22 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 Lounge Area

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

RESTRICTIONS FOR CITY/COUNTY USE ONLY

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

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

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

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APPROVALS

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

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

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**AUDITOR'S
OFFICE**



AUDITOR'S OFFICE

Fargo City Hall
225 4th Street North

PO Box 2471

Fargo, ND 58108

Phone: 701.241.8108 | Fax: 701.241.8184

FargoND.gov

MEMORANDUM

TO: BOARD OF CITY COMMISSIONERS

FROM: AUDITOR'S OFFICE

DATE: MAY 26, 2026

SUBJECT: GAMES OF CHANCE APPLICATIONS

Please find attached the Applications for Games of Chance.

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



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

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

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

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

ORGANIZATION INFO

| | | | |
|---|---|---|--------------------------|
| Name of Organization or Group Villa Nazareth DBA CHI Friendship | | Dates of Activity (Does not include dates for the sales of tickets) 10/9/26 | |
| Organization or Group Contact Person Dori Leslie | E-mail dori.leslie@commonspirit.org | Telephone Number 701-293-2980 | |
| Business Address 801 Page Drive | City Fargo | State ND | ZIP Code 58103 |
| Mailing Address (if different) | City | State | ZIP Code |

SITE INFO

| | |
|--|--------------------------|
| Site Name CHI Friendship | County Cass |
| Site Physical Address 801 Page Drive | 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.)
one time raffle drawing on 10/9/26

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

| Game Type | Description of Prize | Exact Retail Value of Prize |
|---------------|---------------------------------------|-----------------------------|
| Raffle | Visa Gift Cards - See Attached | 2,600.00 |
| | | |
| | | |
| | Total (limit \$50,000 per year) | \$ 2,600.00 |

ADDITIONAL REQUIRED INFORMATION

Intended Uses of Gaming Proceeds
To purchase Christmas gifts for people with disabilities who are supported by Friendship.

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 Kristine Christensen | Telephone Number 701-235-8217 | E-mail Address kristine.christensen508@commonspirit.org |
| Signature of Organization Group's Permit Organizer | Title Controller | Date May 11, 2026 |

**CHI FRIENDSHIP
2026 OKTOBERFEST RAFFLE PRIZES**

1st Prize: \$500 Visa Gift Card

2nd Prize: \$500 Visa Gift Card

3rd Prize: \$250 Visa Gift Card

4th Prize: \$250 Visa Gift Card

5th Prize: \$100 Visa Gift Card

6th Prize: \$100 Visa Gift Card

7th Prize: \$100 Visa Gift Card

8th Prize: \$100 Visa Gift Card

9th Prize: \$100 Visa Gift Card

10th Prize: \$100 Visa Gift Card

11th Prize: \$50 Visa Gift Card

12th Prize: \$50 Visa Gift Card

13th Prize: \$50 Visa Gift Card

14th Prize: \$50 Visa Gift Card

15th Prize: \$50 Visa Gift Card

16th Prize: \$50 Visa Gift Card

17th Prize: \$50 Visa Gift Card

18th Prize: \$50 Visa Gift Card

19th Prize: \$50 Visa Gift Card

20th Prize: \$50 Visa Gift Card



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 North Dakota CPA Society | | Dates of Activity (Does not include dates for the sales of tickets) June 8-9, 2026 | |
| Organization or Group Contact Person Sherre Sattler | E-mail ssattler@ndcpas.org | Telephone Number 701-775-7111 | |
| Business Address 3100 S Columbia Rd Suite 500 | City Grand Forks | State ND | ZIP Code 58201 |
| Mailing Address (if different) | City | State | ZIP Code |

SITE INFO

| | |
|---|--------------------------|
| Site Name Holiday Inn | County Cass |
| Site Physical Address 3803 13th Ave S | City Fargo |
| | State ND |
| | ZIP Code 58103 |
| Provide the exact date(s) & frequency of each event & type (Ex. Bingo every Friday 10/1-12/31, Raffle - 10/30, 11/30, 12/31, etc.) June 8-9, 2026 | |

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

| Game Type | Description of Prize | Exact Retail Value of Prize |
|------------------------------------|--|-----------------------------|
| Raffle | Medora Vacation (2 musical, 2 fondue, 1 night lodging Rough Rider) | 638.91 |
| Raffle | Amazon Gift Card | 250.00 |
| Raffle | Yeti Carryall Tote Bag, Yeti Mugs, Beach towels, Summer Items | 348.00 |
| Total (limit \$50,000 per year) | | \$ 1236.91 |

ADDITIONAL REQUIRED INFORMATION

Intended Uses of Gaming Proceeds
Scholarships for college students pursuing the CPA Credential

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: **1369.32** (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 Sherre Sattler | Telephone Number 701-775-7111 | E-mail Address ssattler@ndcpas.org |
| Signature of Organization Group's Permit Organizer <i>Sherre Sattler</i> | Title Executive Director | Date 5/12/2026 |



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 El Zagal Provost Guard | | Dates of Activity (Does not include dates for the sales of tickets) Sept 10 2026 | |
| Organization or Group Contact Person Thomas Shockman | E-mail tom@shockmanfinancial.com | Telephone Number 218 790 4565 | |
| Business Address 1429 3rd St N | City Fargo | State ND | ZIP Code 58102 |
| Mailing Address (if different) | City | State | ZIP Code |

SITE INFO

| | | | |
|--|----------------------|-----------------------|--------------------------|
| Site Name El Zagal Shrine Temple | | County Cass | |
| Site Physical Address 1439 3rd St N | City Fargo | State ND | ZIP Code 58102 |
| Provide the exact date(s) & frequency of each event & type (Ex. Bingo every Friday 10/1-12/31, Raffle - 10/30, 11/30, 12/31, etc.) Sept 10 2026 Annual event one day | | | |

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

| Game Type | Description of Prize | Exact Retail Value of Prize |
|------------------------------------|---|-----------------------------|
| Ticket Prize | Drawing for 1 of 8 cash prizes, 2@200, 6@ 100 | 1,000.00 |
| Raffle board | sign up for a 1-100 waquare, winner based on drawing | 2,500.00 |
| Raffle | Pay for a random ticket, matches a prize of various costs, bottle of liquor. | 1,500.00 |
| Total (limit \$50,000 per year) | | \$ 5,000.00 |

ADDITIONAL REQUIRED INFORMATION

Intended Uses of Gaming Proceeds
Funds are used to fund Provost Guard Community Activities & Operations

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

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

Has the organization or group received a local permit from an city or county for the fiscal year July 1 - June 30 (If yes, indicate the total retail value of all prizes previously awarded)
 No Yes - Total Retail Value: **1,000.00** (This amount is part of the total prize limit for \$50,000 per fiscal year)

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

| | | |
|---|---|--|
| Printed Name of Organization Group's Permit Organizer Thomas Shockman | Telephone Number 218 790 4565 | E-mail Address tom@shockmanfinancial.com |
| Signature of Organization Group's Permit Organizer <i>Tom Shockman</i> | Title Chairman | Date 5/08/26 |



APPLICATION FOR A LOCAL PERMIT OR RESTRICTED EVENT PERMIT

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

Applying for (check one)

Local Permit Restricted Event Permit*

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

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

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

ORGANIZATION INFO

| | | | |
|---|--|--|-------------------------------|
| Name of Organization or Group FM AM Rotary | | Dates of Activity (Does not include dates for the sales of tickets) 9/14/26 - 1/4/27 | |
| Organization or Group Contact Person Tom Thompson | E-mail rotarytt429@gmail.com | Telephone Number 701-793-4303 | |
| Business Address Po Box 9359 | City Fargo | State ND | ZIP Code 58106-9359 |
| Mailing Address (if different) | City | State | ZIP Code |

SITE INFO

| | | | |
|---|-----------------------|--------------------|--------------------------|
| Site Name Touchmark at Harwood Groves | County Cass | | |
| Site Physical Address 1200 Harwood Dr S | City Fargo | State ND | ZIP Code 58104 |
| 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.) 9/14, 9/21, 9/28, 10/5, 10/12, 10/19, 10-26, 11/2, 11/9, 11/16, 11/23, 11/30, 12/7, 12/14, 12/21, 12/28 and 1/4/27 | | | |

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

| Game Type | Description of Prize | Exact Retail Value of Prize |
|------------------------------------|---|-----------------------------|
| Sports Pool | Cost per book \$25.00 with a chance to win \$50.00 for every | |
| | Monday night Football Game | \$3,400.00 |
| Total (limit \$50,000 per year) | | \$ |

ADDITIONAL REQUIRED INFORMATION

Intended Uses of Gaming Proceeds
Philanthropic

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

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

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

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

| | | |
|--|---|--|
| Printed Name of Organization Group's Permit Organizer Tom Thompson | Telephone Number 701-793-4303 | E-mail Address rotarytt429@gmail.com |
| Signature of Organization Group's Permit Organizer | Title Chair | Date 5/18/26 |

PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

6

Project No.: QR-25-B0

Type: CatEx

Location: 12th Ave N & Red River

Date of Hearing: 5/18/2026

| <u>Routing</u> | <u>Date</u> |
|-----------------|---------------------|
| City Commission | <u>5/26/2026</u> |
| PWPEC File | <u>X</u> |
| Project File | <u>Eric Hodgson</u> |

The Committee reviewed the accompanying correspondence from Civil Engineer, Eric Hodgson, regarding the approval of the environmental document for the 12th Avenue North Bridge Reconstruction Project No. QR-25-B0.

City Commission approved the alternatives for the project on February 2, 2026. Staff is now seeking approval of the CatEx.

On a motion by Susan Thompson, seconded by Tim Mahoney, the Committee voted to recommend approval of the CatEx for Project QR-25-B0.

RECOMMENDED MOTION

Concur with the recommendations of PWPEC and approve the CatEx for Project QR-25-B0.

PROJECT FINANCING INFORMATION:

Recommended source of funding for project: 2022 RAISE Grant

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

ATTEST:

Tom Knakmuhs
Tom Knakmuhs, P.E.
City Engineer

Memorandum

To: Members of PWPEC
From: Eric Hodgson, Civil Engineer II
Date: May 18, 2026
Re: Project No. QR-25-B0 - Decision Document for Reconstruction
12th Avenue North Bridge over the Red River

Background

On 9/26/2024, the City of Fargo and the U.S. Department of Transportation formalized an Agreement for Engineering and NEPA work, which authorizes the City to utilize \$1.5M worth of Federal Funds in the form of a 2022 RAISE Grant. A consulting engineering team, led by Houston Engineering, was selected by our Selection Committee, and a final scope and fee for the proposed work was approved at City Commission on 3/17/2025.

On 2/2/2026, Commission concurred with the Committee's recommendation for the following alternative and option for the project:

Alternatives:

- "Build - Off Existing Bridge Alignment"
- With Option 1 - Mini Roundabout at the Elm Street intersection

This alternative and option moved forward in the NEPA document.

Recommended Motion

Concur with the project concepts as proposed and approve the environmental document. This approval is contingent on the approval of the impacts to the Section 4(f) properties by the Fargo Park District.

EBH/klb

Attachments:

- Environmental Document – Cat Ex

BRIDGE REPLACEMENT

Project No.

City of Fargo Project No. QR-25-B0

12th Avenue North Fargo, ND & 15th Avenue North
Moorhead, MN

Prepared by

City of Fargo

<https://fargond.gov/>

MAYOR

Dr. Tim Mahoney

Principal Author: KLJ Engineering & Houston Engineering
Environmental Reviewer: Kristen Sperry, Federal Highway Administration
April 2026

Red River Bridge Replacement – 12th Avenue Fargo/15th Avenue Moorhead

12th Avenue North Fargo, ND & 15th Avenue North Moorhead, MN

CERTIFICATION

This document
is preliminary
and not for
construction or
implementation
purposes.

PRELIMINARY

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Supporting Documents

Public Involvement Report, November 2025
Aquatic Resources Delineation Report, July 2025
Noise Report, March 2026
Traffic Operations Report, September 2025
Cultural Resources Reports:

MN Phase I Archeological report, **PENDING**

MN Phase I Architectural/Visual report, **PENDING**

ND Class III report: January 2026; Addendum March 2026

Geotechnical Evaluation Report, **PENDING**

Hydraulic Analysis & Scour Analysis, **PENDING**

Decision Document, January 2026

A. Project Description

Roadway: 12th Avenue North Fargo, ND & 15th Avenue North Moorhead, MN

Limits: West of the Elm Street/12th Avenue N intersection to east of Bridgeview Street/15th Avenue North intersection



Figure 1 – Project Location Map

Table 1 – Traffic Data

| | Year | Totals |
|----------|------|--------|
| Current | 2025 | 9,661 |
| Forecast | 2050 | 10,180 |

B. Project Schedule

Project: City of Fargo Project No. QR-25-B0
 Bid Ready: 1/1/2027

C. Purpose of Project

The purpose of the proposed project is to provide a two-state river crossing of the Red River of the North at 12th Avenue North/15th Avenue North that maintains a continuous, year-round connection, meeting current design standards and the identified transportation goals of the Cities of Fargo & Moorhead. The project will raise the bridge above the post Fargo-Moorhead Area Diversion (FM Diversion) Project 100-year floodplain. The bridge serves as a critical two-state river crossing connecting North Dakota and Minnesota within the Fargo-Moorhead metropolitan area. The bridge was originally opened to traffic in 1988 as a privately operated toll bridge and is currently jointly owned by the cities of Fargo and Moorhead.

D. Need for Project

The need for the project is driven by operational deficiencies of the bridge in times of high-water events in which the river crossing needs to be closed. Currently, the bridge is operationally impacted during less than 10-year flood events on the Red River. Deficiencies within the project limits also include pavement condition and pedestrian facilities that do not comply with current ADA standards. While not a primary need for the project, opportunities exist to improve bicycle facilities across the bridge and also at the intersection of Elm Street North/12th Avenue North if roadway reconstruction occurs.

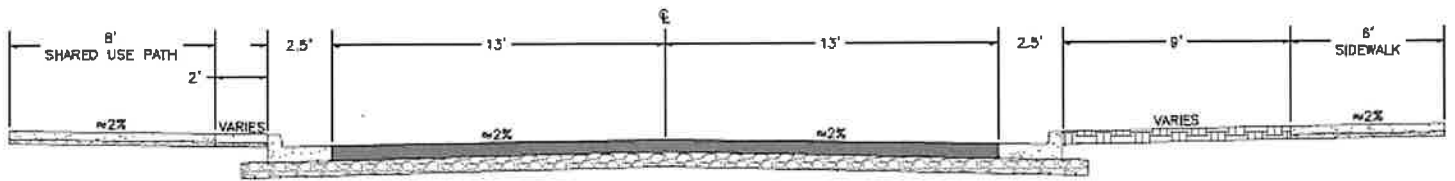
Existing Conditions:

The proposed project area is located along 12th Avenue North in Fargo, North Dakota, and 15th Avenue North in Moorhead, Minnesota, along the Red River. Residential developments, parking lots, transportation, pedestrian facilities, and recreation are the primary land uses within and directly adjacent to the project area. Recreational facilities nearby include Jack Williams Stadium and Mickelson Park and Softball Fields, Mickelson-Tricorn Bike Path, Trefoil Park, and Original Homestead Park.

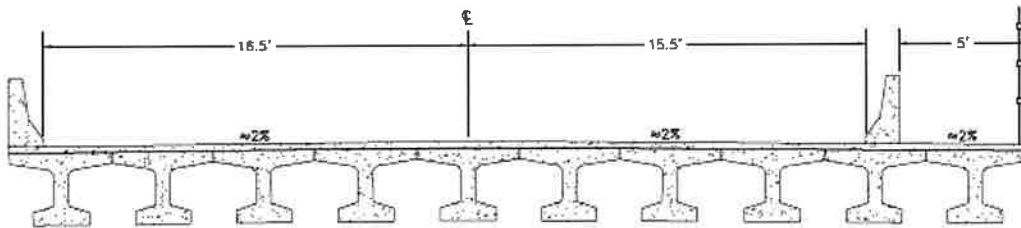
The existing structure, National Bridge Inventory Structure No. FRGO31 (MN Bridge 14523), is an approximately 500-foot-long prestressed concrete bulb tee bridge that was built in 1987-1988. It is 40 feet wide and consists of two driving lanes, concrete curbs/barriers, metal railings, guardrail, a pedestrian sidewalk less than 5-feet clear width, lighting, and a chain link safety fence. The Mickelson-Tricorn shared-use path is present underneath the bridge running parallel to the west bank of the Red River.

12th Avenue North in Fargo is a two-lane, urban collector with asphalt surfacing 12-foot driving lanes, pavement marking, curb and gutter, and a 100-foot westbound right turn lane at the Elm Street intersection. Utilities present in the area include sanitary sewer, watermain, and storm sewer. A shared-use path (as designated by the Metro COG Bike Map) is present along the north side of the roadway and a sidewalk is located on the south side of the roadway. A dedicated on-street bike lane is located west of Elm Street North. The intersection of 12th Avenue North with Elm Street North has existing all-way stop control, and pedestrian crossings on all legs.

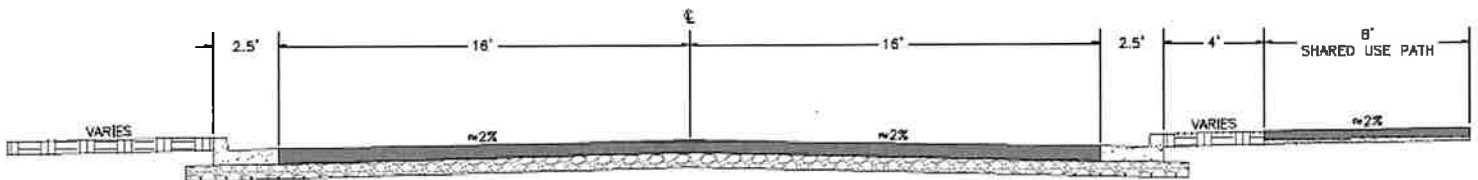
15th Avenue North in Moorhead is a two-lane, urban collector roadway, with asphalt surfacing and a width of 37 feet, pavement marking, curb and gutter, and storm sewer. A physically separated shared-use path (as designated by the Metro COG Bike Map) is present on the south side of the roadway. On-street bicycle facilities are not present.



EXISTING TYPICAL SECTION - 12TH AVE N
ELM ST N TO BEGIN BRIDGE N.T.S.



EXISTING TYPICAL SECTION - 12TH AVE N/15TH AVE N
BRIDGE NO. FRG031/14523 N.T.S.



EXISTING TYPICAL SECTION - 15TH AVE N
END BRIDGE TO BOAT LANDING N.T.S.

Figure 2 - Existing Typical Sections (Looking East)

Deficiencies:

Within the Fargo-Moorhead metropolitan area, there are only seven Red River crossings for vehicles. The 12th Avenue North bridge is currently in satisfactory structural condition. However, the existing bridge elevation is within the 100-year FEMA floodplain and has been closed seven times for a duration of up to 6 weeks each time during the last 16 years. Closures of the bridge due to flooding have occurred in both the spring and summer months. When the bridge closes, up to 10,000 vehicles per day must be detoured through downtown Fargo and Moorhead to either the 1st Avenue North, NP Avenue, or Main Avenue crossings, an approximate 3-mile detour, adding approximately 10-15 minutes to one-way travel times. This detour must also be utilized by the first responders and emergency service vehicles of the Red River Regional Dispatch Center, a joint venture of first responders that serve both Fargo and Moorhead. This detour greatly reduces the efficiency and effectiveness of the shared first responder network, including ambulance service.

The 2024 City of Fargo Transportation Plan identified the replacement of the 12th Avenue North bridge as a Street Priority Project. The primary goal as stated in the Plan would be to raise the bridge out of the future 100-year floodplain when the FM Diversion Project is completed. Additionally, the City of Fargo Go2030 Comprehensive Plan identified transportation linkage initiatives across the Red River and the Fargo-Moorhead Metropolitan Council of Governments (Metro COG) has included the project in its Fargo-Moorhead Metropolitan Transportation Plan¹. Because of the Metro's growing size, the Metro COG is now classified as a Transportation Management Area (TMA). With that designation, the Metro COG has developed a Congestion Management Process that is included in the Metropolitan Transportation Plan. The Congestion Management Process indicates a support for improving safety and system management in corridors with reliability issues and encouraging transportation projects that provide improved multi-modal access. The improvements associated with this project will align with the Travel Reliability, Peak Period Delay, and Network Connectivity objectives outlined in the Congestion Management Process.

The Pavement Condition Index (PCI) score within the 12th Avenue North and Elm Street intersection is 35 out of 100, or "Very Poor". The PCI score for 12th Avenue North between Elm Street and the existing bridge is 61 out of 100, or "Fair". Cracking and rutting can be seen throughout this area. Across the existing structure is a less than 5-foot clear sidewalk. The sidewalk is located along the south side of the existing bridge. The existing sidewalk is narrow compared to the surrounding 8-foot-wide shared-use paths and does not allow pedestrians and bicyclists to pass on the bridge without conflict.

Per Public Right of Way Accessibility Guidelines (PROWAG), where the clear width of a pedestrian access route is less than 60 inches, passing spaces shall be provided at intervals of 200 feet. The bridge does not meet current PROWAG requirements for sidewalk connections. Additionally, the 12th Avenue North/15th Avenue North bridge was identified as a bike network public priority project in the Fargo-Moorhead Metropolitan Bicycle and Pedestrian Plan (October 2022) and as a 'vision project' in the 2050 Fargo-Moorhead Metropolitan Transportation Plan.

¹ Fargo-Moorhead Metropolitan Council of Governments (Metro COG) 2050 Metropolitan Transportation Plan. April 2025. Hyperlink: [Metro2050_no_Appendix_r_202504.pdf](#). Accessed October 2025.

A traffic operations report was completed for the project. The report indicated the current roadway geometry does not provide the capacity needed to meet the existing traffic demands, specifically at the intersection of 12th Avenue North and Elm Street North. The average daily traffic (ADT) volumes along the corridor are projected to increase from 9,661 to 10,180 vehicles per day by 2045. Under current conditions, the corridor operates at acceptable levels during the morning peak hour; however, there are deficiencies that appear in the operations during the evening peak hour at the intersection of 12th Avenue North and Elm Street North. These operational deficiencies are expected to worsen as the traffic within the corridor continues to grow and the capacity of the present intersection is inadequate to accommodate projected traffic volumes. While not a primary need for the project, if bridge improvements occur, there is an opportunity to improve the intersection of 12th Avenue North and Elm Street North concurrently with bridge improvements.

E. Scope of Work

2026 Documented CATEX: \$ 26.4 million (funding source not yet identified)

Please refer to ***Appendix I***.

F. Description of Alternatives

a. Alternative A: No Build

Alternative A, the No Build Alternative, would leave existing conditions as-is, with the continuation of current maintenance practices. Under this alternative, the structure would not be replaced. Alternative A would not meet the purpose and need of the project.

b. Alternative B: Build Alternative

The Build Alternative would consist of the removal and replacement of the bridge on a new alignment that would be approximately 100 feet north of the existing alignment. The new bridge would be approximately 675 to 680 feet long and would consist of two 12-foot-wide driving lanes, 4-foot-wide shoulders, and a 12-foot-wide shared-use path on the south side of the bridge. Measured at the center of the bridge, the new bridge would be built approximately 18.5 feet higher in elevation compared to the existing bridge. The increase in elevation is required to maintain the proposed bridge low member elevation 1 foot above the post FM Diversion operation 100-year water surface elevation. The proposed structure would meet the requirements outlined in North Dakota Administrative Code Article 89-14 *Public Highway Stream Crossings*.

The horizontal and vertical geometry of 12th Avenue N/15th Avenue N will be designed to meet current City of Fargo, City of Moorhead, NDDOT and Minnesota Municipal State Aid standards. West of the Red River, 12th Avenue N will generally maintain its current existing alignment to minimize impacts on the adjacent recreational properties immediately north and south of the roadway. East of the Red River, the 15th Avenue N alignment will be shifted north within a lot owned by the City of Moorhead. The profile adjustment is anticipated to begin approximately 150 feet east of the 12th Avenue N and Elm Street intersection and continue east for approximately 1,400 feet to tie into high ground in Moorhead just east of Bridgeview Street. Due to the height of fill required to raise the roadway east of the Red River, settlement mitigation will be incorporated into

the design. The existing roadway and adjacent shared use path along 15th Avenue North and Bridgeview Street will be obliterated and re-seeded.

The Build Alternative would include reconstructing the roadways, sidewalks, and paths, grading, and construction of retaining walls near the Jack Williams Stadium and Fargo Park District parking lots. Existing sidewalks and paths would be widened and/or realigned in some areas to meet Americans with Disability Act (ADA) standards and Public Right-of-Way Accessibility Guidelines (PROWAG). The driving lane widths will vary from 11 feet in Fargo and Moorhead outside of the bridge limits and 12 feet across the bridge. A shared-use path will be constructed along the south side of the roadway connecting the existing shared-use path network at Elm Street to the existing path system in Moorhead. The path would vary in width from 10 feet in Fargo and Moorhead outside of the bridge limits to 12 feet across the bridge. Within the City of Fargo, the existing shared-use path along the north side of the roadway will be reconstructed from Elm Street to the existing shared use path that runs north/south along the Red River. A portion of the Red River shared-use path will also be reconstructed under the bridge on the west side of the river.

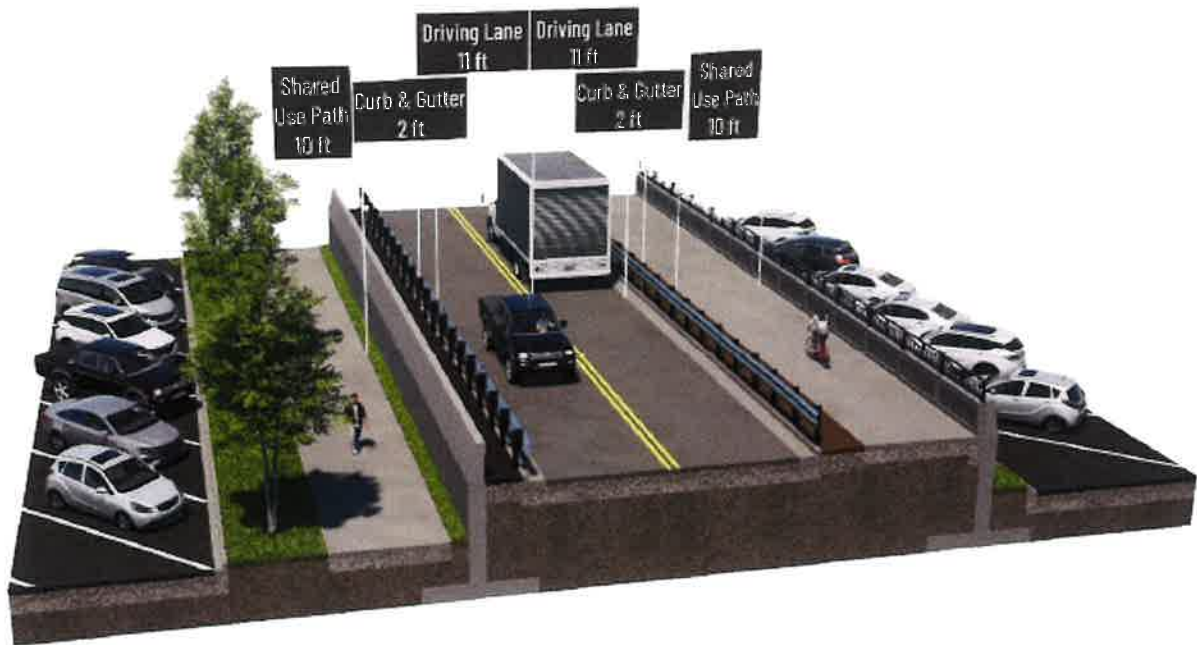


Figure 3a – Alternative B Proposed Typical Section – City of Fargo 12th Avenue North (Looking East)

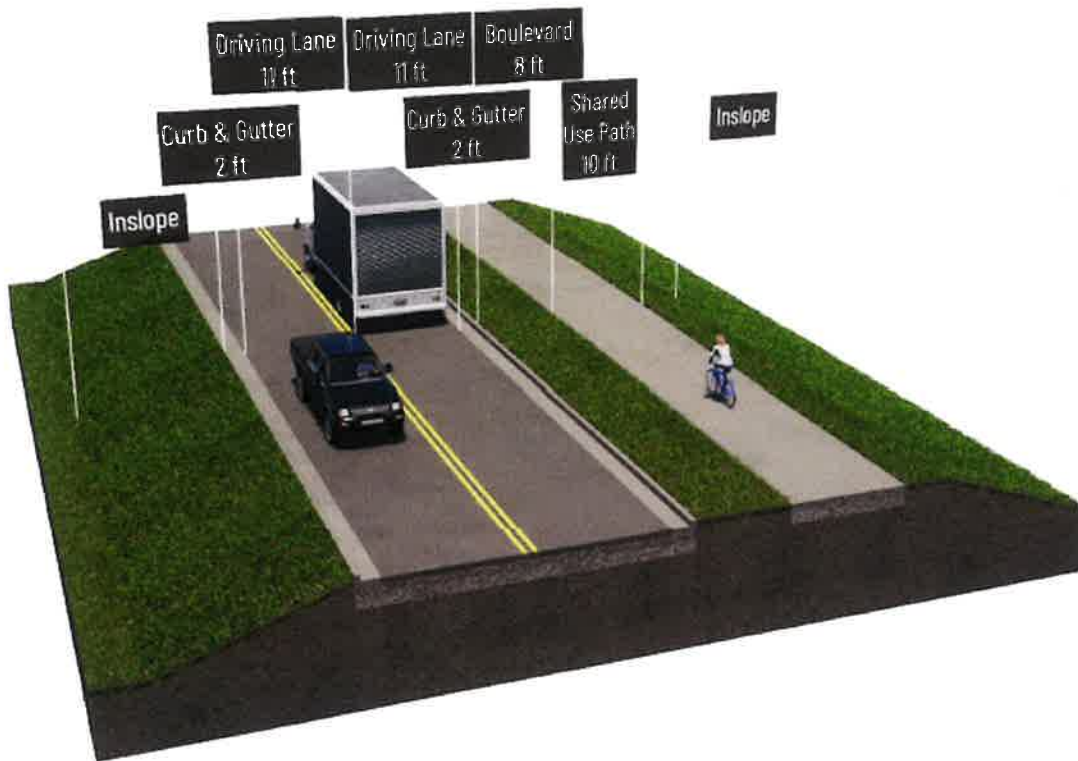


Figure 3b – Alternative B Proposed Typical Section – City of Moorhead 15th Avenue North (Looking East)

At the Elm Street/12th Avenue North intersection, a mini roundabout is proposed. Compared to a traditional single lane roundabout, a mini roundabout footprint is significantly decreased as the geometry is developed to align with the turning movement needs of passenger vehicles. Significant volumes of large vehicles are not anticipated within the intersection as 12th Avenue N is currently designated as a no truck route within the City of Fargo. The proposed roundabout would consist of an approximate 70 to 75-foot inscribed circle diameter with an 11 to 12-foot-wide driving surface and approximate 50-foot-wide center island. Compared to the existing 4-way stop intersection, the roundabout would provide a capacity benefit and added safety benefits of reducing conflict points and reducing the severity of crashes due to low entry and circulatory speeds. See **Appendix J**.

The Jack Williams Stadium parking lot entrance would be relocated from 12th Ave North to Elm Street North to avoid future traffic operation impacts. Parking reconfiguration to parking lots both north and south of 12th Avenue North would be required. The total number of combined parking spaces between the two lots would be maintained or increased. The addition of an ADA-compliant route from the shared use path to the main entrance of the Stadium is also included.

c. Alternatives and Options Considered but Discarded

An alternative that raised the bridge above the 100-year water surface elevation along the existing alignment was also considered. However, after further consideration it was

eliminated due to additional right of way needed, traffic impacts, potential for noise impacts, and potential costs of additional retaining walls needed to minimize right of way impacts.

Several intersection control configuration options were considered during design, including keeping the existing all-way stop, a two-way stop control, a mini roundabout, and a signalized intersection. The existing all-way stop traffic conditions are expected to continue to deteriorate, resulting in a reduced Level of Service in the future. The two-way stop control evaluation showed worse operations than the existing all-way stop. The mini roundabout option was chosen because it results in fewer delays, less right-of-way impacts, less cost than the signalized intersection option, and maintains a better and more consistent Level of Service.

Further information regarding these alternatives and options can be found in the *Final Decision Document, QR-25-B0, 12th Ave N/15th Ave N Bridge Replacement* (Houston, 2026).

d. Optional Work Items

There are no optional work items for this project.

e. Work Zone Safety and Mobility Traffic Control

This project is considered a “significant project.” A traffic control work plan will be prepared for the project. Construction is expected to occur over two construction seasons. It is anticipated one lane of traffic will be maintained in each direction on the existing roadway bridge for as long as possible before closing the roadway. Access to the Jack Williams Stadium will be maintained during construction; however, parking availability may be limited. A detour is planned for periods where the existing bridge will require full closure. The detour is anticipated to route traffic west on 12th Avenue North to University Drive/10th Street (southbound traffic on South University, northbound traffic on 10th Street) south to 1st Avenue North, then proceed east, crossing the river and turning north on 11th Street North in Moorhead, reconnecting with 15th Avenue North, east of the project. The detour would be approximately four miles long. Additional travel time along the detour route is anticipated to be 15 minutes. All roadways used along the detour route are classified as major collectors or minor arterials. The detour route was planned so traffic remains on the same roadway functional classifications (major collector) or better and a similar level of service maintained.

f. Maintenance Responsibility Discussion

The City of Fargo (North Dakota side) and City of Moorhead (Minnesota side) would continue to be responsible for future maintenance of the new bridge and roadways.

g. Summary of Engineering Issues

- Public and private utilities are located within the corridor. Utility providers identified in and adjacent to the project area consist of Midcontinent Communications, Xcel Gas, Xcel Power, Lumen/Century Link, Dakota Carrier Network, American Crystal Sugar, 702 Communications, and Sparklight. Coordination with private utilities will occur to

address utility conflicts, plan for necessary relocations and adjustments, and integrate replacement work into the schedule. Required utility adjustments are anticipated and will be further refined as design progresses.

- Most of the project area is located within a floodplain or floodway Zone AE. A no-rise determination will be obtained during final design. A hydraulic analysis has been completed. Refer to the *Hydraulic Analysis & Scour Analysis* (Houston, 2026).
- The Fargo Marathon occurs annually in late May. The route occurs along Oak Street North, just one block west of the project. Coordination with the Race Director would be necessary prior to the event, as parts of 12th Avenue North near the project, as well as parts of the planned detour route, are closed during the event.
- Baseball games at Jack Williams stadium occur during the summer season when American Legion Post 2 hosts games. Several annual tournaments are also held at the stadium. According to 2025 schedules, games and/or tournaments were held from June 5 to August 2. Coordination with the Fargo Park District is recommended prior to construction start to identify events and reduce impacts.
- Construction near the Red River presents several unique challenges due to poor soil conditions. Due to the height of fill required to raise the roadway east of the Red River, long-term settlement of the roadway is a concern. Settlement mitigation solutions are incorporated into the project. Refer to the *Geotechnical Evaluation Report* (Houston, 2026).

h. Summary of Environmental Issues

Environmental issues identified for the project after completion of the Solicitation of Views process and environmental impact checklist are as follows:

- **Floodplain/Floodway**
The project is in Special Flood Hazard Areas designated as Floodplain Zone AE and Floodway Zone AE. Non-building floodplain permits will be required from the City of Fargo and the City of Moorhead (local floodplain administrators). A floodway review and authorization will be required from the North Dakota Department of Water Resources. See **Appendix H**.
- **Aquatic Resources**
A field aquatic resources delineation was completed for the project in June 2025, and one wetland was identified in the MN side of the project and one other water (the Red River of the North) were delineated. No wetlands were identified within the ND side of the project. Unavoidable temporary and permanent impacts to the aquatic resources include 0.059 acres of permanent impacts to wetlands and 0.729 acres of temporary impacts (0.027 acres of wetland and 0.702 acres of other waters). Impacts will require Clean Water Act Section 404 & Rivers and Harbors Act Section 10 permits from the USACE Omaha and St Paul District, Minnesota Wetland Conservation Act permit, and Minnesota Department of Natural Resources (MnDNR) Public Waters Work Permit. A Wetland Conservation Act Decision for impacts and mitigation would be obtained from the Wetland Conservation Act (WCA) Local Government Unit (LGU) for the wetland

impacts, which are anticipated to be mitigated through the MN Board of Water and Soil Resources' Local Government Wetland Replacement Program (LGWRP). US Coast Guard indicated the project would not require a bridge permit, but requested as-built drawings and photographs be submitted and their office contacted at least 30 days prior to construction. See **Appendix E**.

- **Fish and Aquatic Organisms**
The project would maintain existing stream beds to facilitate movements of fish and aquatic organisms. MnDNR Public Waters Work Permit commitments require an unobstructed opening be maintained in the river throughout construction and demolition activities to maintain fish/aquatic organism movement and normal river flow. No stream diversion/bypass would occur. To minimize impacts on fisheries, work would not occur within the Red River from March 15 to June 15, per MnDNR. To minimize the risk of introducing aquatic nuisance species (ANS), the contractor would be required to adhere to the NDGFD ANS rules and Minnesota invasive species statutes and regulations at Chapter 84D – Invasive Species and Minnesota Rule 6216 – Invasive Species.
- **Threatened and Endangered Species**
Federally-listed Species: The United States Fish and Wildlife Service (USFWS) Information for Planning and Consultation (IPaC) tool identified the monarch butterfly (proposed threatened), Suckley's cuckoo bumble bee (proposed endangered), and western regal fritillary (proposed threatened) as potentially occurring within the project area. Ground and vegetation disturbing activities are not expected to appreciably diminish the quality or extent of available suitable habitat within the project's Action Area. The proposed action is not anticipated to jeopardize the continued existence of the proposed-listed species. See **Appendix C**.

State-listed Species: The MnDNR maintains a list of state-listed endangered species. A MnDNR State Endangered Species Review was completed through a Natural Heritage Review, where the black sandshell (species of special concern) and lake sturgeon (species of special concern) were identified as occurring in the Red River in the vicinity of the project. Both species are vulnerable to deterioration of water quality. Erosion prevention and sediment control, and containment measures for other debris and pollutants, will be implemented to ensure minimal effects to water quality. Additionally, as bat species can be found throughout Minnesota, the MnDNR recommends tree removals be avoided from June 1 through August 15² to avoid the pup rearing season. Per coordination with the MnDNR, a commitment will be added that if the project has not been initiated within one year of the Natural Heritage review, an updated review must be submitted.

North Dakota does not have a state endangered or threatened species list.

² NDGFD indicated no in-river work should be completed between April 15-June 1 and fall within the timeframes specified by MnDNR.

- **Migratory birds**
There is potential that migratory bird nests could occur in areas associated with the bridge. NDDOT Standard Special Provision 2 Federal Migratory Bird Treaty Act would be included in the project plans.
- **Vegetation**
 - **Tree impacts** – Approximately 0.73 acres of trees are anticipated to be removed, including 0.32 acres in Fargo and 0.41 in Moorhead. Trees with a diameter of 4” and larger will be replaced at a 2:1 ratio per the City of Fargo tree replacement policy. The City of Moorhead does not have a tree mitigation policy; therefore, the City of Fargo policy will be used for tree mitigation on both sides of the river. All tree removals will be marked and measured prior to removal. Per MnDNR, trees in Moorhead will not be removed from June 1 to August 15 to avoid the pup rearing season of Minnesota bat species.
- **Sovereign Lands** – The project crosses the Red River of the North, which the State of ND considers to be part of its sovereign waters program. A permit application (Authorization to Construct a Project Within Sovereign Lands of North Dakota) will be required through the North Dakota Department of Water Resources.
- **Public Waters** – The project crosses the Red River of the North, a public water in the State of Minnesota. A permit application (Public Waters Work Permit) will be required through the MnDNR Permitting and Reporting System (MPARS).
- **MS4** – The City of Fargo and the City of Moorhead are designated as a Municipal Separate Storm Sewer Systems (MS4) and are currently authorized under permit numbers NDR04-0000 and MNR040000 to discharge stormwater to the Red River of the North. Stormwater discharges are generated by runoff from land and impervious surface areas, such as paved streets, parking lots, and building rooftops, during rainfall and snow events. Final design will account for stormwater management and include drainage features that will meet City of Fargo and City of Moorhead MS4 regulations.
- **Airports** – The project is located approximately 2 miles southeast of the Hector International Airport property. The project is not anticipated to include construction or alterations 200 feet above ground level, nor is the proposed work anticipated to exceed the slope ratios listed in Code of Federal Regulations (CFR) Title 14 Part 77.9. A commitment will be added to the project plans requiring the contractor to notify the Federal Aviation Administration through their online system prior to construction.

The project is not located within 5 miles of the Moorhead Municipal Airport and no commitments are needed for the MN side of the project.

- **Asbestos** – Removal of a bridge requires an inspection by state-certified asbestos inspectors for presence of asbestos-containing materials prior to demolition. In North Dakota, the Notification of Demolition and Renovation form (SFN 17987) must be submitted to the North Dakota Department of Environmental Quality ten days prior to beginning any demolition activity, whether or not asbestos is present. In Minnesota, the Deconstruction, Renovation, or Demolition Notification Form must be submitted to the Minnesota Pollution Control Agency ten days prior to beginning any demolition

activity, whether or not asbestos is present. Demolition waste must be disposed of at a facility permitted to handle hazardous waste.

- Polychlorinated Biphenyls (PCBs) – Coordination with the ND Department of Environmental Quality indicated PCBs may be present if the project requires removal of electrical equipment older than 1980. A commitment will be added to the plans that any material potentially containing PCBs must be handled, stored, and disposed of in accordance with state requirements at a facility permitted to handle hazardous waste.
- Wildlife Accommodations – On both sides of the proposed bridge, there would be a wide surface underneath the bridge consisting of both earthen material and riprap close to the riverbank for wildlife to use. Riprap placed in the river channel would be placed in a manner to allow natural substrates to develop, facilitating fish and aquatic organisms movement. No additional wildlife accommodations are proposed. See **Appendix D**.
- Cultural Resources
Due to the project occurring within two states, consultation under Section 106 is required for both states. In North Dakota, a Class III Cultural Resources Inventory Report was completed in January 2026, and concurrence with a 'No Historic Properties Affected' from the North Dakota State Historic Preservation Office (ND SHPO) was received on March 4, 2026. An addendum report was submitted and concurrence received on April 2, 2026.

In Minnesota, a Phase I Archaeological Investigation Report was completed in March 2026, and concurrence with a 'No Historic Properties Affected' from the Minnesota Department of Transportation Cultural Resources Unit (MnDOT CRU) was obtained on XX/XX/XX. A Phase I Architectural History Inventory and Visual Impact Assessment report was completed in April 2026 and concurrence from MnDOT CRU obtained on XX/XX/XX.

- Section 4(f)
There are several potential Section 4(f) properties within the project area that would be impacted and were evaluated for Section 4(f).
 - City of Moorhead Open Space Property
 - The City of Moorhead open space property on the north site of 15th Avenue was determined not to be a Section 4(f) property. A Section 4(f) Applicability Determination was completed and the City of Moorhead determined that the property is not a park, does not function as a park, and is mostly unused by the public. FHWA concurred with this determination.
 - City of Moorhead 15th Avenue North and Bridgeview Street Shared Use Path
 - The Shared Use Path along 15th Avenue North and Bridgeview Shared Use Path would be relocated to the north along the new bridge and roadway alignment. The existing path would be reclaimed following construction. Impacts to this resource are anticipated to fall under the exception to the requirements of Section 4(f) under 23 CFR

774.13(f)(3), *trails, paths, bikeways, and sidewalks that occupy a transportation facility right-of-way.*

- Fargo Mickelson/Tricorn Bike Path
 - The existing Fargo Mickelson/Tricorn Bike Path would be realigned upslope underneath the proposed bridge to cross at a higher elevation, improving the accessibility of the path during high water conditions. Approximately 10 to 15 feet of vertical clearance would be maintained due to the new bridge being built at a higher elevation.
- Jack Williams Stadium Park
 - Jack Williams Stadium impacts would include relocating the parking lot entrance from 12th Ave North to Elm Street North to avoid future traffic operation impacts. Parking reconfiguration to parking lots both north and south of 12th Avenue North would be required. The north parking lot would be expanded in the northeast corner to accommodate parking. Ultimately, parking spaces between the two lots would be the maintained or increased compared to the current configuration. Traffic flow would be altered in both parking lots compared to current traffic operations. The addition of an ADA-compliant route from the shared use path to the main entrance of the stadium is also included, benefiting the Fargo Park District properties by improving accessibility to the stadium from the parking lots and shared use paths.
- Impacts to the Fargo Mickelson/Tricorn Bike Path, Jack Williams Stadium Park, and Trefoil park are anticipated to be considered a temporary occupancy. Impacts to the shared use path at 15th Avenue North and Bridgeview Street are anticipated to fall under the exception identified at 23 CFR 774.13(f)(3) for *trails, paths, bikeways, and sidewalks that occupy a transportation facility right-of-way*. Coordination is being completed with the Fargo Parks District and with the City of Moorhead. Please see **Appendix F** for documentation pertaining to the Section 4(f) evaluation.
- Section 6(f)

In North Dakota, Land and Water Conservation funds are administered by the North Dakota Parks and Recreation Department (NDPRD). According to the NDPRD solicitation of views response letter, a LWCF property named the Fargo Boat/Canoe Access (Site No. 38-01127) is present. The boundaries of this property include the Jack Williams Stadium. The property would be temporarily impacted by the project during construction. However, the project would not result in a permanent conversion of the property to non-recreational use and no permanent right of way would be acquired. It is anticipated the project would have a positive impact on recreation resources in the area. Coordination with NDPRD is located in **Appendix G**.
- Traffic Noise
 - Due to the vertical alteration of the proposed bridge, the project qualifies as a Type 1 project. A Traffic Noise analysis was completed in accordance with 23 CFR Part 772 Procedures for Abatement of Highway Traffic Noise and Construction Noise. Results from the noise analysis indicated that no noise mitigation is required.

A list of environmental commitments for the project and required permits is included in **Appendix L**.

- Right of Way – The project would encroach on Fargo Parks District property. A memorandum of agreement would be developed with Fargo Parks for construction and future maintenance occurring within the Parks properties. No permanent or temporary acquisition would be required.

Table 2 - Right of Way Summary

| Alternatives | Temporary ROW Needed | Permanent ROW Needed | US Fish & Wildlife Property Interest? | US Forest Service Property Interest? |
|---------------|----------------------|----------------------|---------------------------------------|--------------------------------------|
| Alternative A | 0 Acres | 0 Acres | No | No |
| Alternative B | 0 Acres | 0 Acres | No | No |

Table 3 – Summary of Estimated Costs

| Alternatives | Cost |
|---------------|-----------------|
| Alternative A | \$ 0 |
| Alternative B | \$ 26.4 million |

G. Comments from the Documented CATEX

Comments from the draft Documented CATEX are pending and will be included in **Appendix K**.

H. Public Concerns / Need for Public Input

Solicitation of views emails and letters were sent to various local, state, and federal agencies with interests within or adjacent to the project area on May 02, 2025. Solicitation of Views emails and letters and responses can be found in **Appendix A**. Documentation related to the MN State Aid review can be found in **Appendix B**.

Two public input meetings were held in September 2025. One public input meeting was held at the Horace Mann Elementary School in Fargo, North Dakota on September 16, 2025. Approximately 33 members of the public attended the meeting. The second public input meeting was held at St. Francis de Sales Catholic Church in Moorhead, Minnesota on September 18, 2025. Approximately 23 members of the public attended the meeting. Both meetings were held from 5:00 PM to 7:00 PM CT and utilized open house formats with formal presentations beginning at 5:30 PM. Comments and responses provided during the Public Input meetings are summarized in **Table 4, Summary of Comments/Responses**. The Public Involvement Report contains a complete table of comments and responses received.

Table 4 – Summary of Comments/Responses

| Topic | Comments | Responses |
|---------------------------------------|--|---|
| Funding | Concern on where funding would come from for the construction of the bridge, residents wondering about special assessments | Construction funding has not been identified and it is the intent of the cities to first go after federal grant money to cover the construction portion of the project. |
| Bike/Ped access | Need for wider, safer bike and pedestrian facilities on and around the bridge. | The project would include updates to the pedestrian shared-use paths on the bridge and allow for better connections to area paths. |
| Preservation of Jack Williams Stadium | Desire to maintain facility and parking | This is part of our environmental work and the intent is to minimize impacts to the stadium parking lots and mitigate parking if required. |
| Need for new bridge | Is the construction of a new bridge needed or warranted? | The current bridge is “middle-age” meaning it is not in need of replacement in terms of age. However, the bridge serves as a critical connection for north Fargo/Moorhead, and is necessary for emergency response. When the bridge is closed, it is deeply impactful for emergency responders. |
| Truck traffic | Will the bridge see increased truck traffic. | The route is not a designated truck route. The intent with the new bridge construction is to not change that designation, so truck traffic is not anticipated to increase. |

Table 5 – Comparison of Alternatives

| Alternative | Advantages | Disadvantages |
|---------------|---|---|
| Alternative A | <ul style="list-style-type: none"> • No direct environmental impacts. • No project costs. | <ul style="list-style-type: none"> • Does not meet the purpose and need for the project, including: • Existing bridge operationally impacted during less than 10-year floods. • Continued deficiencies within the project limits. |
| Alternative B | <ul style="list-style-type: none"> • Meets purpose and need for the project, including: • Provides continuous, year-round connection between Fargo and Moorhead, including during up to 100-year floods. • Addresses deficiencies within the project limits. | <ul style="list-style-type: none"> • Potential erosion and sedimentation. Temporary ground disturbance • Project cost. • 0.059 acres permanent wetland impacts • 0.73 acres of tree removals • Section 4(f) & 6(f) impacts |

Table 6 – Recommendations

| | 1. Do you concur with the project concepts as proposed? | 2. Which alternative(s) should proceed with the project? |
|------------------|---|--|
| City of Fargo | | |
| City of Moorhead | | |
| FHWA | | |

I. City Decisions

1. Do you concur with the project concepts as proposed?

_____ Yes

_____ No

2. Which alternative should proceed with the project?

_____ Alternative A – No-Build Alternative (\$0)

_____ Alternative B – Bridge Replacement on Realignment Alignment (\$ 26.4 million)

Amendments/Comments for Project No. QR-25-B0:

Dr. Tim Mahoney, City of Fargo Mayor

Date

Shelly Carlson, City of Moorhead Mayor

Date

II. Environmental Impact Checklist

| Environmental Impact Checklist | | | Build Alternative | |
|---|---|--|-------------------|------|
| | | | Y/NA | N/NA |
| Right of Way | 1.1 | Will the action require permanent right of way? | | X |
| | If yes: | | | |
| | 1.1.1 | Number of parcels: 0 Number of Acres: 0 | | |
| | 1.1.2 | Will the action involve the acquisition of the following: 10 acres or more per linear mile (not an average); or more than 3 acres per bridge, intersection, or interchange? | | X |
| | 1.1.3 | Will the action involve the acquisition of land for hardship or protective purposes, or early acquisition pursuant to Federal acquisition project (23 U.S.C. 108(d))? | | X |
| | 1.1.4 | Will the action require permanent acquisition of Federal fee-title land or trust lands? | | X |
| | 1.1.5 | Will the action require relocation of owners or tenants? | | X |
| | If yes: | | | |
| | 1.1.5.1 | Number of Homes to be Relocated: N/A | | |
| | 1.1.5.2 | Number of Business to be Relocated: N/A | | |
| | 1.2 | Are there any special property interests such as U.S. Army Corps of Engineers, U.S. Fish and Wildlife Service, U.S. Forest Service, Tribal Lands, Railroad, or State School Lands? | | X |
| | If yes: | | | |
| | 1.2.1 | List the type(s): N/A | | |
| | 1.3 | Will the action require temporary construction easements? | | X |
| | If yes: | | | |
| 1.3.1 | Number of parcels: 0 Number of Acres: 0 | | | |
| 1.4 | Will the action require any access changes? | X | | |
| 1.5 | Will the action require any access changes on Interstate? | | X | |
| Historical and Archaeological Preservation (North Dakota) | 2.1 | Will the action involve disturbance off the roadway surface? | X | |
| | 2.2 | Will the action involve disturbance to a bridge or bridge rail? | X | |
| | If no to both questions: | | | |
| | If yes to either of the two questions above: | | | |
| | <i>The proposed action is the type of actions or activities that have No Potential to Affect Historic Properties; no further Section 106 consideration is required. Skip to Resource Category #3.</i> | | | |
| | <i>Please contact the Cultural Resources Section to complete the following information prior to submittal of the checklist and append by reference the Cultural Resources Report and related correspondence: has this been completed?</i> | | X | |
| | 2.3 | Was a Class I File Search completed? | X | |
| | 2.4 | Was a Class III Survey completed? | X | |
| | 2.4.1 | Were Sites identified within the Area of Potential Effect (APE)? | X | |
| | 2.4.2 | SHPO Reference #: 26-5283 | | |
| | 2.4.3 | Did SHPO/THPO concur in a Finding of No Historic Properties Affected? | X | |
| | 2.4.4 | Did SHPO/THPO concur in a No Adverse Effect Determination? | | N/A |
| | 2.4.5 | Did SHPO/THPO concur in an Adverse Effect Determination? | | N/A |
| 2.5 | If the action results in an Adverse Effect, the Adverse Effect documentation to FHWA was provided to the Advisory Council of Historic Preservation (ACHP) on: N/A | | | |
| 2.5.1 | Did the ACHP accept the opportunity to participate? | | N/A | |
| 2.5.2 | Resolution of Adverse Effect thru a Memorandum of Agreement was completed on: N/A | | | |
| 2.5.3 | Were commitments included in the coordination with SHPO/THPO? | | N/A | |
| 2.6 | Commitments: N/A | | | |
| Historical and Archaeological Preservation (Minnesota) | 2.1 | Will the action involve disturbance off the roadway surface? | X | |
| | 2.2 | Will the action involve disturbance to a bridge or bridge rail? | X | |
| | If no to both questions: | | | |
| | If yes to either of the two questions above: | | | |
| | <i>The proposed action is the type of actions or activities that have No Potential to Affect Historic Properties; no further Section 106 consideration is required. Skip to Resource Category #3.</i> | | | |
| | <i>Please contact the Cultural Resources Section to complete the following information prior to submittal of the checklist and append by reference the Cultural Resources Report and related correspondence: has this been completed?</i> | | X | |
| | 2.3 | Was a Class I File Search completed? | X | |
| | 2.4 | Was a Class III Survey completed? | X | |
| | 2.4.1 | Were Sites identified within the Area of Potential Effect (APE)? | X | |
| | 2.4.2 | SHPO Reference #: [Enter SHPO Reference Number(s)] | | |
| | 2.4.3 | Did SHPO/THPO concur in a Finding of No Historic Properties Affected? | | |
| | 2.4.4 | Did SHPO/THPO concur in a No Adverse Effect Determination? | | |
| | 2.4.5 | Did SHPO/THPO concur in an Adverse Effect Determination? | | |
| 2.5 | If the action results in an Adverse Effect, the Adverse Effect documentation to FHWA was provided to the Advisory Council of Historic Preservation (ACHP) on: N/A | | | |
| 2.5.1 | Did the ACHP accept the opportunity to participate? | | N/A | |
| 2.5.2 | Resolution of Adverse Effect thru a Memorandum of Agreement was completed on: N/A | | | |
| 2.5.3 | Were commitments included in the coordination with SHPO/THPO? | | N/A | |

| Environmental Impact Checklist | | | Build Alternative | |
|--------------------------------|----------------|--|-------------------|------|
| | | | Y/NA | N/NA |
| | 2.6 | Commitments: [Enter Commitments] | | |
| Section 4(f) | 3.1 | Are there any Section 4(f) properties within and/or adjacent to the action area? | X | |
| | If yes: | For the following property types, indicate the name of the 4(f) property or NA: | | |
| | 3.1.1 | Publicly owned parks? Mickelson Park; Trefoil Park | | |
| | 3.1.2 | Publicly owned recreation lands and/or facilities? Jack Williams Stadium; Mickelson-Tricorn Bike Path; Trefoil Park, 15th Avenue Shared Use Path | | |
| | 3.1.3 | Wildlife or waterfowl refuges? N/A | | |
| | 3.1.4 | Historic sites (included on or eligible for listing on the National Register of Historic Places)? N/A | | |
| | 3.2 | Will the action result in a temporary impact? | X | |
| | If yes: | Please complete the following questions to determine if there is a temporary occupancy of land which may constitute a use under Section 4(f): | | |
| | 3.2.1 | Will the duration of the occupancy of the Section 4(f) resource be temporary, i.e. less than the time needed for construction of the action and there will be no change in ownership of the land? | X | |
| | 3.2.2 | Will the scope of work be minor, i.e., both the nature and magnitude of the changes to the Section 4(f) resource is minimal? | X | |
| | 3.2.3 | Will there be no anticipated permanent adverse physical impacts, nor will there be interference with the activities or purpose of the resource, on either a temporary or permanent basis? | X | |
| | 3.2.4 | Will the land being used be fully restored, i.e., the resource must be returned to a condition which is at least as good as that which existed prior to the proposed action? | X | |
| | 3.2.5 | <i>Has the documented agreement from the appropriate Federal, State, or local officials having jurisdiction over the resource been included?</i> | X | |
| | 3.3 | Will the action result in a permanent impact? | | X |
| | If yes: | A Section 4(f) use will occur; please select from the following documentation types that may be used: | | |
| | 3.3.1 | De Minimis Impact documentation completed and attached? | | X |
| | 3.3.1.1 | Public Involvement was completed on? | | |
| | 3.3.2 | Nationwide Programmatic Section 4(f) documentation completed and attached: | | |
| | | <i>Select the type(s) of Nationwide Programmatic that was used below.</i> | | |
| | 3.3.2.1 | Public Parks, Recreation Lands, and Wildlife and Waterfowl Refuges? | | |
| | 3.3.2.2 | Historic Sites? | | |
| | 3.3.2.3 | Historic Bridges? | | |
| | 3.3.2.4 | Net Benefit to a Section 4(f) Property? | | |
| | If yes: | Public Involvement was completed on? [Enter Data] | | |
| | 3.3.2.5 | <i>Negative Declaration for Independent Bikeway or Walkway*</i> documentation completed and attached? | | |
| | | <i>*A negative declaration Section 4(f) (May 23, 1977) is only applicable for independent bikeway or walkway construction projects that require use of publicly</i> | | |
| | 3.3.3 | Individual Section 4(f) Evaluation completed and attached? | | |
| Section 6(f) | 4.1 | Does the action affect any recreational property that is encumbered by Land and Water Conservation Funds? | X | |
| | If yes: | Indicate the name of the 6(f) property: Jack Williams Stadium Park | | |
| | 4.1.1 | Are there temporary impacts? | X | |
| | 4.1.2 | Are there permanent impacts? | | X |
| | 4.1.3 | <i>Consultation with official with jurisdiction required; has the correspondence, impact map, and mitigation plan been approved and attached?</i> | X | |
| Permits | 5.1 | Will the action require any permits from regulatory agencies? | X | |
| | If yes: | Will the action require a Coast Guard or USACE Individual Permit? | | X |
| | 5.1.1 | | | |
| | 5.1.2 | | | |
| | | List the agencies and all required permits: USACE Nationwide Permit - ND Regulatory Office USACE (Omaha District) USACE Regional General Permit - Minnesota USACE (St Paul District) Floodway authorization - NDDWR for ND; Conditional Use Permit for MN Floodplain Permit - City of Fargo and City of Moorhead Public Waters Work Permit - MnDNR Wetland Conservation Act Permit - Clay County Soil & Water Conservation District Watershed Permit - Buffalo-Red River Watershed | | |
| Highway Traffic | 6.1 | Will the action include construction of a highway on new location? | | X |

| Environmental Impact Checklist | | | Build Alternative | | |
|--------------------------------|---------------------------------|---|---|------|--|
| | | | Y/NA | N/NA | |
| Noise | 6.2 | Substantial Horizontal Alteration— Will the action reduce the distance between the traffic noise source and the closest receptor by half, between the existing condition to the future build condition? | | X | |
| | 6.3 | Substantial Vertical Alteration—Will the action remove shielding, therefore exposing the line-of-sight between the receptor and the traffic noise source? This is done by either altering the vertical alignment of the highway or by altering the topography between the highway traffic noise source and the receptor. Projects that incorporate overpasses meet this definition in accordance with 23 CFR 772. | X | | |
| | 6.4 | Will the action include the addition of a through-traffic lane(s)? This includes the addition of a through-traffic lane that functions as a High-Occupancy Vehicle (HOV) lane, High-Occupancy Toll (HOT) lane, bus lane, or truck climbing lane. | | X | |
| | 6.5 | Will the action include the addition of an auxiliary lane, except for when the auxiliary lane is a turn lane? If the additional lane does not increase the number of through-traffic lanes, the definition in accordance with 23 CFR 772 is not met and an analysis is not required. [Auxiliary lanes 2,500 feet or longer meet Type I.] | | X | |
| | 6.6 | Will the action include the addition or relocation of interchange lanes or ramps added to a quadrant to complete an existing partial interchange? | | X | |
| | 6.7 | Will the action restripe existing pavement for the purpose of adding a through-traffic lane or an auxiliary lane? | | X | |
| | 6.8 | Will the action include the addition of a new or substantial alteration of a weigh station, rest stop, ride-share lot or toll plaza? | | X | |
| | | If yes to any of the above questions: | <i>The action meets the definition of a Type 1 Project per 23 CFR 772.5 and a noise analysis is required for the entire project area as defined in the environmental document; has the Noise Report been completed and appended by reference?</i> | X | |
| | Threatened / Endangered Species | 7.1 | <i>Please refer to the Design Manual Reference and Forms for the Section 7 ESA (Endangered Species Act) Guidance. Complete the NDDOT Affect Determination Table, Has the Affect Determination Table been completed?</i> | X | |
| 7.2 | | Based on the Affect Determination Table, was USFWS review required? | | X | |
| | | If no: <i>Attach the NDDOT Affect Determination Table and no further action is required.</i> | | | |
| | | If yes: <i>NDDOT Biologist concurred with no effect (excluding the Northern Long Eared Bat [NLEB] in certain situations); has the signed Section 7 Affect Determination Package, NDDOT Affect Determination Table, and NLEB documentation (if required) been attached?</i> | | N/A | |
| 7.2.1 | | <i>Programmatic Biological Assessment (PBA) warranted; has the PBA and PBA USFWS Concurrence letter been appended by reference and PBA Project Submittal page been attached?</i> | | N/A | |
| 7.2.2 | | <i>Project-specific Biological Assessment (BA) warranted; has the project specific BA been appended by reference and project-specific USFWS Concurrence Letter been attached?</i> | | N/A | |
| 7.2.3 | | <i>Will the action may affect, likely to adversely affect federally listed endangered, threatened, or candidate species or proposed or designated critical habitat pursuant to the Endangered Species Act?</i> | | N/A | |
| Bald & Golden Eagles | 8.1 | Will the action occur within 0.5 mile of a known nest location? See Bald and Golden Eagle Protection Act Compliance Flowchart for more information. If no, no further action required. | | X | |
| | | If yes: Based on NDDOT Biologist Review and USFWS coordination (if necessary) are any avoidance or minimization measures (AMMs) or special provisions (SPs) required to avoid impacts to eagles? If no, no further action required. | | N/A | |
| | 8.1.1 | If yes: AMMs or SPs are required to be added to the plan sheets. Coordinate with NDDOT Biologist. | | | |
| | 8.2 | Based on NDDOT Biologist Review and USFWS coordination (if AMMs or SPs cannot be applied to project), will a take permit be needed for project impacts to bald or golden eagles? | | | |
| Wildlife Accommodation | 9.1 | Will the project require any of the below work activities? •Removal/replacement of a bridge, box culvert, cattle pass, structural plate pipe/large diameter culvert (>60 inches) •Slope/erosion/scour repair underneath a bridge •Permanent installation of wildlife-specific exclusionary fencing •Permanent installation of concrete median barriers | X | | |
| | | If yes: NDDOT Biologist review required. Has project information been sent to NDDOT Biologist for review and has Biologist response (email/memo) been received? | | N/A | |
| | 9.1.1 | Based on NDDOT Biologist Review and Agency SOV responses, are any accommodations for wildlife recommended to be incorporated into the project? | | X | |
| | | If yes: Include recommended wildlife accommodations as Decision Item. | | | |
| Migratory Birds | 10.1 | Will the action require a structure replacement or any of the following activities on a bridge, box culvert, structural plate pipe, cattle pass, or other large diameter culvert where migratory birds are prone to nest? • Work done entirely on the deck that would result in perforation of the deck or create strong vibrations that could dislodge nests underneath or on the sides of the | X | | |

| Environmental Impact Checklist | | | Build Alternative | | |
|--------------------------------|--|---|--|------|--|
| | | | Y/NA | N/NA | |
| | | structure • Below deck work (including scour/slope repair underneath/adjacent to bridge) • Any work on a box culvert, structural plate pipe, cattle pass, large diameter culvert <i>NOTE - Work done entirely on the bridge deck that does not require the contractor to access areas where birds are nesting (e.g. set up debris containment, etc.) and that would not result in disturbance of nesting adults or eggs or young due to vibrations from equipment or other construction activity, will not require that SSP 2 be added to the plans. If unsure whether or not project would cause disturbance to migratory birds, contact NDDOT Biologist.</i> | | | |
| | If yes: | Standard Special Provision required. Include SSP 2 -Are Federal Migratory Bird Treaty Act or other identified avoidance/minimization measures in plan set. | | | |
| Floodplain / Floodway | 11.1 | Will the action occur within a 100 year floodplain? | X | | |
| | | If yes: | | | |
| | 11.1.1 | A floodplain permit will be required. Has the floodplain determination from the ND Department of Water Resources (DWR) and FIRM maps been attached? | X | | |
| | 11.2 | Will the action occur within a regulatory floodway? | X | | |
| | | If yes: | A floodway authorization is required from the ND Department of Water Resources (DWR). | | |
| | 11.2.1 | Will the action cause any measurable decrease in the hydraulic conveyance in the affected area? | | X | |
| | If yes: | A permit will NOT be granted and the alternative will NOT be approved. | | | |
| Clean Water Act | 12.1 | Please refer to the Design Manual Reference and Forms for the Wetland/OW Impact Table Template and attach a completed table for the action. Has a completed Wetland/OW Impact Table been attached? | X | | |
| | 12.2 | Based on the Wetland/OW Impact Table, is wetland mitigation required? | X | | |
| | | If yes: | | | |
| | 12.2.1 | Wetland mitigation proposed onsite requires a conceptual mitigation plan (aerial photo with site boundary). If onsite wetland mitigation is proposed, has the conceptual mitigation plan been attached? | | X | |
| | 12.3 | Will the action disturb a contiguous area equal to one acre or greater, or disturb multiple sites of activity, that cumulatively have an area of disturbance of one acre or greater? | X | | |
| | | If yes: | A Construction Stormwater Permit is required: please ensure that the Special Provision 3(14) regarding Temporary Erosion and Sediment Best Management Practices is included in the plan set. | | |
| | 12.3.1 | Will the action occur in part or entirely on reservation land? | | X | |
| | | If yes: | The NPDES Sign will need to be used in the plan set. | | |
| 12.4 | Is the action within a small Municipal Separate Storm Sewer System (MS4) regulated community? | X | | | |
| | If yes: | | | | |
| 12.4.1 | Does the action implement Post-Construction Stormwater Management for New Development and Redevelopment? PENDING | | | | |
| Temporary Construction | 13.1 | Will the action require a roadway, bridge, or ramp closure? | X | | |
| | 13.2 | Will the action include a temporary bridge or roadway (i.e. temporary bypass)? | | X | |
| | 13.3 | Will the action require a detour? | X | | |
| | | If yes: | | | |
| | 13.3.1 | Distance (miles): Approx. 4 miles | | | |
| | | Route: | Traffic would travel west along 12th Avenue north until Broadway North, south along Broadway North until 1st Avenue North, then east until the intersection with 11th Street North in Moorhead. Along 11th Street North, traffic would travel north until re-connecting with 15th Avenue North in Moorhead east of the project. | | |
| | 13.4 | Has a description of any of the below been provided in the Work Zone Traffic Control section of the PCE/DCE? Through traffic dependent businesses. Provisions made to accommodate any local special events or festivals. MOT (Maintenance of Traffic) substantially impacts to environmentally sensitive resources. Any substantial controversy associated with the proposed MOT. | X | | |
| 13.5 | Coordination has been completed with local emergency services, schools, and transit? | X | | | |
| Public Involvement | 14.1 | Were any Public Meetings conducted or scheduled? | X | | |
| | | If yes: | | | |
| 14.1.1 | Identify which type(s): Public Information Meeting N/A | | | | |

| Environmental Impact Checklist | | | Build Alternative | |
|--------------------------------|---------------------|---|---|------|
| | | | Y/NA | N/NA |
| | 14.1.2 | Public Input Meeting | September 16, 2025 (Fargo, North Dakota) and September 18, 2025 (Moorhead, Minnesota) | |
| | 14.1.3 | Public Hearing | N/A | |
| Early Coordination | 15.1 | Have the Master SOV List, SOV emails (PCE level)/letters, and Responses been attached in an Appendix titled Solicitation of Views? | | |
| Environmental Commitments | 16.1 | List Environmental Commitments beyond what is included in the Standard Specifications for Road and Bridge Construction: See Environmental Commitments sheet located in Appendix L of the DCE. | | |
| Air Quality | 17.1 | Project is not located within or adjacent to USEPA-defined Non-Attainment Area and complies with the State Implementation Plan. | | |
| Economic | 18.1 | Will the action result in a decrease in business or economic activity along the project corridor? | | |
| Farmland | 19.1 | Will the action convert farmland (prime, unique, other than prime or unique that is of statewide importance or local importance) to nonagricultural use? | | |
| | If yes: 19.1.1 | Does the action involve land disturbance of 10 acres or less per linear mile or 3 acres per bridge, intersection, or interchange outside of the existing right of way or within city limits? Pursuant to Section 310 of the General Manual, Subpart A, 403.4(b) (4), the project is exempt from FPPA; no further action is required. | | |
| | 19.1.2 | Does the action involve land disturbance of 10 acres or more per linear mile or greater than 3 acres per bridge, intersection, or interchange outside of the existing right of way? | | |
| | If yes: 19.1.2.1 | NRCS Consultation is required; has the Farmland Conversion Form been attached? | | |
| Hazardous Waste Sites | 20.1 | Will the action require purchase of right of way or easement that may involve or affect hazardous materials? | | |
| | If yes: 20.1.1 | NDDEQ Consultation required; has the Environmental Site Assessment been completed and appended by reference? | | |
| | 20.2 | Will the action involve construction in an area that contains hazardous materials and/or hazardous waste? | | |
| | If yes: 20.2.1 | NDDEQ Consultation required; has the Environmental Site Assessment been completed and appended by reference? | | |
| Land Use | 21.1 | Will the action be consistent with plans and policies on land use and growth in the area? | | |
| | If yes: 21.1.1 | List the planning documents consulted. | City of Fargo Transportation Plan; City of Fargo Comprehensive Plan; City of Moorhead Comprehensive Plan; City of Moorhead; Metro COG Fargo-Moorhead Metropolitan Bicycle and Pedestrian Plan | |
| Pedestrians / Bicyclists | 22.1 | Are existing pedestrian/bicycle facilities in the study area? | | |
| | If yes: 22.1.1 | Are the existing pedestrian/bicycle facilities included in the local plan? List the name of the plan consulted: | City of Fargo Transportation Plan; City of Fargo Comprehensive Plan; City of Moorhead Comprehensive Plan; City of Moorhead; Metro COG Fargo-Moorhead Metropolitan Bicycle and Pedestrian Plan | |
| | 22.1.2 | Will the action affect existing pedestrian/bicycle facilities? | | |
| | If yes: | Temporary | 1,000 ft | |
| | | Permanent | 0 | |
| | 22.2 | Will the action include proposed pedestrian/bicycle facilities? | | |
| | If yes: 22.2.1 | Is the proposed pedestrian/bicycle facility included in the local plan? | | |
| | If yes: | List the name of the plan consulted: | City of Fargo Transportation Plan; City of Fargo Comprehensive Plan; City of Moorhead Comprehensive Plan; City of Moorhead; Metro COG Fargo-Moorhead Metropolitan Bicycle and Pedestrian Plan | |
| Social | 23.1 | Will the action cause a change in neighborhood or community cohesion? | | |
| | If yes: 23.1.1 | Temporary | | |
| | 23.1.2 | Permanent | | |
| | 23.2 | Will the action cause a change in travel patterns or accessibility? | | |
| | If yes: 23.2.1 | Temporary | | |

| Environmental Impact Checklist | | | Build Alternative | |
|--------------------------------|----------------|--|-------------------|------|
| | | | Y/NA | N/NA |
| | 23.2.2 | Permanent | | X |
| | 23.3 | Will the action cause an impact (mobility/safety) to the emergency services, schools (bus routes), or transit? | X | |
| | If yes: | | | |
| | 23.3.1 | Temporary | X | |
| | 23.3.2 | Permanent | | X |
| State Scenic Rivers | 24.1 | Will the action impact the Little Missouri River within the area designated as a State Scenic River, which starts from the ND-SD border and terminates at its juncture with Lake Sakakawea? (-NDCC, Chapter 61-29) | | X |
| | If yes: | <i>Coordination with State Scenic River Commission is required, attach documentation.</i> | | |
| Visual | 25.1 | Will the action fit within the existing visual environment; i.e. transportation corridor? | X | |

APPENDICES

Appendix A Solicitation of Views

FARGO 12TH AVE / MOORHEAD 15TH AVE SOV LIST

| Form Letter | Notes | City | Full Name | Job Title | Department | Agency | Address | City | State | Zip | Phone |
|-------------|--|--------------------------|---|---|--------------------------------------|------------------|----------------------------------|-------------|-------|------------|-----------|
| STATE | to be sent by the MN State Aid Environmental Review process | Mr. Brad Shannon | Executive Director | Indian Affairs Commission | 600 E. Blvd. Ave. 1st Floor, Jessica | Shannon, Jessica | 161 St. Anthony Ave. Ste 919 | St. Paul | MN | 55103 | 5655-0300 |
| STATE | to be sent by the MN State Aid Environmental Review process | Mr. William Spang | Executive Director | Indian Affairs Commission | 600 E. Blvd. Ave. 1st Floor, Jessica | Shannon, Jessica | 161 St. Anthony Ave. Ste 919 | St. Paul | MN | 55103 | 5655-0300 |
| STATE | to be sent by the MN State Aid Environmental Review process | Mr. Alan Hesser | Adjutant General | ND State Historic Preservation Office | 501 Sherman Ave | Shannon, Jessica | 612 East Boulevard Avenue | Bismarck | ND | 58102 | 5655-0300 |
| STATE | to be sent by the MN State Aid Environmental Review process | Mr. Justin Smith | Supervisor | ND Department of Emergency Services | 1001 13th St SW | Shannon, Jessica | PO Box 5511 | Bismarck | ND | 58102 | 5655-0300 |
| STATE | to be sent by the MN State Aid Environmental Review process | Mr. Kelly Staba | Director | ND Department of Emergency Services | 1001 13th St SW | Shannon, Jessica | 1001 13th St SW | Bismarck | ND | 58102 | 5655-0300 |
| STATE | to be sent by the MN State Aid Environmental Review process | Mr. Jilly Lowrey | Director | ND Department of Emergency Services | 1001 13th St SW | Shannon, Jessica | 1001 13th St SW | Bismarck | ND | 58102 | 5655-0300 |
| STATE | to be sent by the MN State Aid Environmental Review process | Mr. Ben Bergley | Regional Director | State Parks and Trails Division | 1600 E. Century Ave. Suite 3 | Shannon, Jessica | 1600 E. Century Ave. Suite 3 | Bismarck | ND | 58102 | 5655-0300 |
| REGIONAL | | Mr. Matthew Schliedermil | Soil Conservation Program Director and Watershed Specialist | ND State Parks and Trails Division | 1600 E. Century Ave. Suite 3 | Shannon, Jessica | 1600 E. Century Ave. Suite 3 | Bismarck | ND | 58102 | 5655-0300 |
| STATE | | Mr. Katrina Krueger | Commissioner | ND State Parks and Trails Division | 1600 E. Century Ave. Suite 3 | Shannon, Jessica | 1600 E. Century Ave. Suite 3 | Bismarck | ND | 58102 | 5655-0300 |
| STATE | | Mr. David Galt | Director | ND State Parks and Trails Division | 1600 E. Century Ave. Suite 3 | Shannon, Jessica | 1600 E. Century Ave. Suite 3 | Bismarck | ND | 58102 | 5655-0300 |
| STATE | | Mr. Timothy Lamore | Regional Director | ND State Parks and Trails Division | 1600 E. Century Ave. Suite 3 | Shannon, Jessica | 1600 E. Century Ave. Suite 3 | Bismarck | ND | 58102 | 5655-0300 |
| FEDERAL | | Mr. Tommie Poitra | Regional Director | Bureau of Indian Affairs | 115 4th Ave. S.E. Suite 400 | Shannon, Jessica | 115 4th Ave. S.E. Suite 400 | Aberdeen | SD | 57401 | 5655-0300 |
| FEDERAL | | Mr. Matt Kopp | North Dakota Administration Manager | Bureau of Indian Affairs | 5600 W. American Blvd. Suite 500 | Shannon, Jessica | 5600 W. American Blvd. Suite 500 | Bismarck | ND | 58102 | 5655-0300 |
| FEDERAL | | Mr. Ryan Fobling | Project Leader | US Fish & Wildlife Service | 11515 3rd St. East | Shannon, Jessica | 11515 3rd St. East | Valley City | ND | 58072 | 5655-0300 |
| FEDERAL | | Mr. Rob Farris | Project Leader | US Fish & Wildlife Service | 11515 3rd St. East | Shannon, Jessica | 11515 3rd St. East | Valley City | ND | 58072 | 5655-0300 |
| TRANSIT | to be sent by the MN State Aid Environmental Review process | Mr. June Bommeiman | Travel Administrator | Fargo Metro Area Transit | 650 73rd St N | Shannon, Jessica | 650 73rd St N | Fargo | ND | 58102 | 5655-0300 |
| TRANSIT | | Mr. Ken Sperry | Person Director | Fargo Metro Area Transit | 650 73rd St N | Shannon, Jessica | 650 73rd St N | Fargo | ND | 58102 | 5655-0300 |
| TRANSIT | | Mr. Cam Chubb | Accountant | Fargo Metro Area Transit | 650 73rd St N | Shannon, Jessica | 650 73rd St N | Fargo | ND | 58102 | 5655-0300 |
| STATE | | Mr. Edward Murphy | State Geologist | ND Geological Survey | 600 E. Blvd. Ave. | Shannon, Jessica | 600 E. Blvd. Ave. | Bismarck | ND | 58102 | 5655-0300 |
| ADVOCCY | | Mr. Ben Soxeth | Manager | US Army Corps of Engineers | 3119 University Drive | Shannon, Jessica | 3119 University Drive | Bismarck | ND | 58102 | 5655-0300 |
| FEDERAL | | Mr. Joel Galloway | Supervisor | US Geological Survey | 621 E. Interstate Ave | Shannon, Jessica | 621 E. Interstate Ave | Bismarck | ND | 58102 | 5655-0300 |
| CITY | | Mr. Tim Haney | Mayor | City of Fargo | 225 4th St N | Shannon, Jessica | 225 4th St N | Fargo | ND | 58102 | 5655-0300 |
| CITY | | Mr. David Koppick | Deputy Mayor | City of Fargo | 225 4th St N | Shannon, Jessica | 225 4th St N | Fargo | ND | 58102 | 5655-0300 |
| CITY | | Mr. Tommie Koppick | Commissioner | City of Fargo | 225 4th St N | Shannon, Jessica | 225 4th St N | Fargo | ND | 58102 | 5655-0300 |
| CITY | | Mr. John Strand | Commissioner | City of Fargo | 225 4th St N | Shannon, Jessica | 225 4th St N | Fargo | ND | 58102 | 5655-0300 |
| CITY | | Mr. Michael Reilinger | City Administrator | City of Fargo | 225 4th St N | Shannon, Jessica | 225 4th St N | Fargo | ND | 58102 | 5655-0300 |
| CITY | | Mr. David Zhobak | Police Chief | Police Department | 105 25th Street N | Shannon, Jessica | 105 25th Street N | Fargo | ND | 58102 | 5655-0300 |
| CITY | | Mr. Paul Faus | Executive Director | Fargo Park District | 105 25th Street N | Shannon, Jessica | 105 25th Street N | Fargo | ND | 58102 | 5655-0300 |
| CITY | | Mr. Scott Lusk | City Forester | Fargo Park District | 105 25th Street N | Shannon, Jessica | 105 25th Street N | Fargo | ND | 58102 | 5655-0300 |
| CITY | | Mr. Nick Dawson | President | Forestry Department | 105 25th Street N | Shannon, Jessica | 105 25th Street N | Fargo | ND | 58102 | 5655-0300 |
| CITY | | Mr. Nicole Czuchra | Director | Planning & Development Department | 105 25th Street N | Shannon, Jessica | 105 25th Street N | Fargo | ND | 58102 | 5655-0300 |
| CITY | | Mr. Ben Dew | Director of Operations | Public Works Department | 105 25th Street N | Shannon, Jessica | 105 25th Street N | Fargo | ND | 58102 | 5655-0300 |
| CITY | | Mr. Cory Steiner | Superintendent | Public Works Department | 105 25th Street N | Shannon, Jessica | 105 25th Street N | Fargo | ND | 58102 | 5655-0300 |
| CITY | | Mr. Kelly Carlton | Mayor Council Member | City Council | 105 25th Street N | Shannon, Jessica | 105 25th Street N | Fargo | ND | 58102 | 5655-0300 |
| CITY | | Mr. Nicole Matison | Council Member | City Council | 105 25th Street N | Shannon, Jessica | 105 25th Street N | Fargo | ND | 58102 | 5655-0300 |
| CITY | | Mr. Chris Hellock | Police Chief | City of Moorhead | 403 Center Avenue | Shannon, Jessica | 403 Center Avenue | Moorhead | MN | 56562 | 5655-0300 |
| CITY | | Mr. Sean Brandenburg | Recreation Director | Parks and Recreation | 911 11th St N | Shannon, Jessica | 911 11th St N | Moorhead | MN | 56562 | 5655-0300 |
| CITY | | Mr. Bob Zimmerman | Engineering Director | Engineering Department | 403 Center Avenue | Shannon, Jessica | 403 Center Avenue | Moorhead | MN | 56562 | 5655-0300 |
| CITY | | Mr. Jeff Wallin | Fire Chief | Fire Department | 111 12 Street N | Shannon, Jessica | 111 12 Street N | Moorhead | MN | 56562 | 5655-0300 |
| CITY | | Mr. Kristine Lechovsky | Director | Community Development | 1300 15th Avenue N | Shannon, Jessica | 1300 15th Avenue N | Moorhead | MN | 56562 | 5655-0300 |
| CITY | | Mr. Jim Lechovsky | Assistant Director | Community Development | 1300 15th Avenue N | Shannon, Jessica | 1300 15th Avenue N | Moorhead | MN | 56562 | 5655-0300 |
| CITY | | Mr. Tim Fabala | Commissioner District 1 | Public Works | 1313 30th Avenue S | Shannon, Jessica | 1313 30th Avenue S | Moorhead | MN | 56562 | 5655-0300 |
| COUNTY | | Mr. Robert Wilson | Administrator | Cass County Commission | 211 5th Street South | Shannon, Jessica | 211 5th Street South | Fargo | ND | 58103 | 5655-0300 |
| COUNTY | | Mr. Kyle Lachy | County Engineer | Cass County Highway | 211 5th Street South | Shannon, Jessica | 211 5th Street South | Fargo | ND | 58103 | 5655-0300 |
| COUNTY | | Mr. Kevin Kassenberg | District Manager | Soil and Water Conservation District | 1201 Main Avenue W | Shannon, Jessica | 1201 Main Avenue W | West Fargo | ND | 58078 | 5655-0300 |
| COUNTY | | Mr. Kevin Campbell | District 4 Commissioner | County Commission | 1615 30th Avenue S | Shannon, Jessica | 1615 30th Avenue S | Moorhead | MN | 56562 | 5655-0300 |
| COUNTY | | Mr. Stephen Larson | County Administrator | Administration | 3510 12th Avenue S | Shannon, Jessica | 3510 12th Avenue S | Moorhead | MN | 56562 | 5655-0300 |
| STATE | | Mr. Aaron Warm | District Engineer | North Dakota Department of Transportation | 563 38th Street South | Shannon, Jessica | 563 38th Street South | Fargo | ND | 58103 | 5655-0300 |
| STATE | | Mr. Nathan Gannon | District State Aid Engineer - D4 | Minnesota Department of Transportation | 1000 Highway 10 West | Shannon, Jessica | 1000 Highway 10 West | Deer Lake | MN | 56501 | 5655-0300 |
| STATE | | Mr. Kyle Warren | Director | Minnesota Department of Transportation | 1000 Highway 10 West | Shannon, Jessica | 1000 Highway 10 West | Deer Lake | MN | 56501 | 5655-0300 |
| FEDERAL | Recipients without email addresses listed will be sent hard copies in the mail | Mr. Dan Anderson | Commissioner | US Coast Guard | 1222 Sojka Street | Shannon, Jessica | 1222 Sojka Street | St. Louis | MO | 63102-7000 | 5655-0300 |
| FEDERAL | Recipients without email addresses listed will be sent hard copies in the mail | Mr. Dave Anderson | Chief | US Coast Guard | 1222 Sojka Street | Shannon, Jessica | 1222 Sojka Street | St. Louis | MO | 63102-7000 | 5655-0300 |
| FEDERAL | Recipients without email addresses listed will be sent hard copies in the mail | Mr. Nathan Walker | Manager | Federal Aviation Administration | 2301 University Drive, Bldg 238 | Shannon, Jessica | 2301 University Drive, Bldg 238 | Bismarck | ND | 58504 | 5655-0300 |
| REGIONAL | Recipients without email addresses listed will be sent hard copies in the mail | Mr. Amber Metz | Executive Director | US Army Corps of Engineers | 180 5th St. E. Ste 700 | Shannon, Jessica | 180 5th St. E. Ste 700 | St. Paul | MN | 55101-1978 | 5655-0300 |

FARGO 12TH AVE / MOORHEAD 15TH AVE SOV LIST

| Type | Letter | Notes | C Title | First | Last | Title | Department | Agency | Email | Address | City | State | Zip | Phone |
|---------|--------|-------|---------|---------|-------------|--------------------|------------|-----------------------------|---------------------------------|---------------------------------|----------|-------|------------|-------|
| COMARCL | | 1 | Ms. | Sharon | Ellis | President/CEO | | FARM Chamber of Commerce | hull@farmchamber.com | 208 1st Ave N | Moorhead | ND | | |
| COMARCL | | 1 | Mr. | Tom | Seifin | Executive Director | | Farm Bureau of Minnesota-ND | Tom.Seifin@fba.com | 12nd St N, Ste. 203 Chase Plaza | Fargo | ND | 58102-4807 | |
| COMARCL | | 1 | Mr. | Tom | Bonrein | | | Xcel Gas | Thomas.M.Bonrein@xcelenergy.com | | | | | |
| COMARCL | | 1 | Mr. | Destin | Cole | | | Xcel Power | Destin.Cole@xcelenergy.com | | | | | |
| COMARCL | | 1 | Mr. | Trevor | Christensen | | | Lumen/ Century Link | Trevor.A.Christensen@lumen.com | | | | | |
| COMARCL | | 1 | Mr. | Michael | Mask | | | Dakota Career Network | michael@dnccarrier.com | | | | | |
| COMARCL | | 1 | Mr. | Kevin | Stallin | | | Dakota Capital Signal | kevin@dnccapital.com | | | | | |
| COMARCL | | 1 | Mr. | Adam | Friedl | | | 702 Communications | adam@702communications.com | | | | | |
| COMARCL | | 1 | Mr. | Adam | Friedl | | | Spotlight | Adam.Friedl@spotlight.biz | | | | | |
| COMARCL | | 1 | Mr. | Adam | Friedl | | | Hypercommunications | adam@hypercommunications.com | | | | | |

Casey Engelhard

From: 12thAveBridge
Sent: Thursday, May 8, 2025 3:28 PM
To: Casey Engelhard
Subject: FW: Solicitation of Views Letter - City of Fargo Project QR-25-B0, Red River Bridge Replacement - 12th Ave. Fargo/15th Ave. Moorhead
Attachments: Letter 1 - General_QR-25-B0_.pdf

From: 12thAveBridge
Sent: Friday, May 2, 2025 3:13 PM
Cc: Scott Middaugh <Scott.Middaugh@kljeng.com>; jmclaughlin@houstoneng.com; aruud@houstoneng.com
BCC: bhawk@nd.gov; alan.s.dohrmann.mil@army.mil; jmessner@nd.gov; bkreft@nd.gov; jill.townley@state.mn.us; parkrec@nd.gov; Ben.Bergey@state.mn.us; ndsu.sccc@ndsu.edu; mschlauderaff@brrwd.org; john.jaschke@state.mn.us; donya.dawson@state.mn.us; timothy.lapointe@bia.gov; tammie.poitra@bia.gov; Kress@wapa.gov; jbommelman@cityoffargo.com; kerri.spiering@gmail.com; Conbasi@jeffersonlines.com; Pgrindeland@valleyseniors.org; emurphy@nd.gov; CENWO-OD-RND@usace.army.mil; jgallowa@usgs.gov; tmahoney@fargond.gov; dkolpack@fargond.gov; [dpienkorn@fargond.gov](mailto:dpiepkorn@fargond.gov); mturunberg@fargond.gov; jstrand@fargond.gov; mredlinger@fargond.gov; feng@fargond.gov; dzibolski@fargond.gov; sfaus@fargoparks.com; sdirksen@fargond.gov; sliudahl@fargond.gov; Vicki.Dawson@fargoparks.com; ncrutchfield@fargond.gov; bdow@fargond.gov; steinec@fargo.k12.nd.us; Shelly.carlson@moorheadmn.gov; Ryan.w.nelson@moorheadmn.gov; Nicole.mattson@moorheadmn.gov; Chris.helmick@moorheadmn.gov; Sean.brandenburg@moorheadmn.gov; bob.zimmerman@moorheadmn.gov; Jeff.wallin@moorheadmn.gov; kristie.leshovsky@moorheadmn.gov; Paul.fiechtner@moorheadmn.gov; blunak@moorheadschoools.org; flakollt@casscountynynd.gov; wilsonro@casscountynynd.gov; LitchyK@casscountynynd.gov; kevin.kassenborg@clay.mnswcd.org; Kevin.Campbell@claycountymn.gov; justin.sorum@claycountymn.gov; Steve.Larson@claycountymn.gov; amurra@nd.gov; nathan.gannon@state.mn.us; kcwanner@nd.gov; david.p.anderson@faa.gov; Nathan.H.Wallerstedt@usace.army.mil; info@lakeagassiz.com; sfull@fmwfcchamber.com; griffith@fmmetrocog.org; ron.deutz@midco.com; Thomas.M.Berseth@xcelenergy.com; Destin.Cole@xcelenergy.com; Trevor.A.Christensen@lumen.com; relocations@centurylink.com; MMack@dakotacarrier.com; ABjerke@crystalsugar.com; kliedahl@702Communications.com; Allan.Friedt@sparklight.biz; fargoconstruction@cablone.biz
Subject: Solicitation of Views Letter - City of Fargo Project QR-25-B0, Red River Bridge Replacement - 12th Ave. Fargo/15th Ave. Moorhead

Hello,

Please find the attached solicitation of views letter for the proposed replacement of the bridge crossing over the Red River of the North connecting 12th Avenue North in Fargo, Cass County, North Dakota, and 15th Avenue North in Moorhead, Clay County, Minnesota. The bridge serves as a critical two-state river crossing connecting North Dakota and Minnesota within the Fargo-Moorhead metropolitan area.

It is requested that any comments or information be forwarded to our office on or before June 6, 2025.

Thanks,

Scott Middaugh PE
KLJ - West Fargo
701-271-4871 Direct
701-799-5639 Cell

May 2, 2025

PROJECT NO. City of Fargo Project QR-25-B0
Red River Bridge Replacement – 12th Ave. Fargo/15th Ave. Moorhead
FARGO, CASS COUNTY, NORTH DAKOTA &
MOORHEAD, CLAY COUNTY, MINNESOTA

The City of Fargo, in coordination with the Federal Highway Administration, is proposing to replace the bridge crossing over the Red River of the North (Red River) connecting 12th Avenue North in Fargo, Cass County, North Dakota, and 15th Avenue North in Moorhead, Clay County, Minnesota. The bridge serves as a critical two-state river crossing connecting North Dakota and Minnesota within the Fargo-Moorhead metropolitan area. Alternatives to maintain the existing bridge alignment along with potential realignments connecting 12th Avenue and 15th Avenue on both sides of the Red River will be evaluated. The proposed bridge alternatives will be developed to raise the bridge from its existing elevation to address closures during flood events by raising the structure out of the future, post-FM Diversion 100-year FEMA floodplain. Please refer to the enclosed ***Project Location Map***.

Currently, there is no construction schedule for the project, but it is anticipated that environmental documentation and final plan approvals will be completed prior to Spring 2027.

The project may require permanent and temporary right-of-way along 12th Avenue North in Fargo and 15th Avenue North in Moorhead.

To ensure that all social, economic, and environmental effects are considered in the development of this project, we are soliciting your views and comments on the proposed project pursuant to Section 102(2) (D) (IV) of the National Environmental Policy Act of 1969, as amended. We are particularly interested in any property which your department may own or have an interest in, and which would be adjacent to the proposed project area. We would also appreciate being made aware of any proposed developments your department may be contemplating in the areas under consideration for the proposed facility. Any information that might help us in our studies would be appreciated.

Information or comments relating to environmental or other matters that you might furnish will be used in determining if this project is a "categorical exclusion" or whether an "Environmental Assessment" or a "Draft Environmental Impact Statement" will be prepared.

It is requested that any comments or information be forwarded to our office on or before June 6, 2025. If no reply is received by this date, it will be assumed that you have no comment on this project.

If further information is desired regarding the proposed project, please contact Scott Middaugh by email at 12thAveBridge@kljeng.com or by phone at 701-271-4871.



SCOTT MIDDAGH, PE
Environmental Project Manager

sm/ce

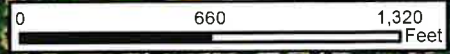
Enclosure



H:\JUN6000\6059\6059_0235 12th Ave Bridge Replacement\GIS\Hydraulics_Survey.mxd

Red River Bridge Replacement
12th Ave. Fargo/
15th Ave. Moorhead

HOUSTON
engineering, inc.



Casey Engelhard

From: 12thAveBridge
Sent: Monday, May 5, 2025 12:31 PM
To: toney.geffre@midco.com
Subject: Solicitation of Views Letter - City of Fargo Project QR-25-B0, Red River Bridge Replacement - 12th Ave. Fargo/15th Ave. Moorhead
Attachments: Letter 1 - General_QR-25-B0_.pdf

Hello,

Please find the attached solicitation of views letter for the proposed replacement of the bridge crossing over the Red River of the North connecting 12th Avenue North in Fargo, Cass County, North Dakota, and 15th Avenue North in Moorhead, Clay County, Minnesota. The bridge serves as a critical two-state river crossing connecting North Dakota and Minnesota within the Fargo-Moorhead metropolitan area.

It is requested that any comments or information be forwarded to our office on or before June 6, 2025.

Thanks,

Scott Middaugh PE
KLJ
701-271-4871 Direct
701-799-5639 Cell
300 23rd Avenue East, Suite 100
West Fargo, ND 58078
kljeng.com

Casey Engelhard

From: Scott Middaugh
Sent: Monday, May 5, 2025 10:00 AM
To: mturnberg@fargond.gov
Subject: Solicitation of Views Letter - City of Fargo Project QR-25-B0, Red River Bridge Replacement - 12th Ave. Fargo/15th Ave. Moorhead
Attachments: Letter 1 - General_QR-25-B0_.pdf

Hello,

Please find the attached solicitation of views letter for the proposed replacement of the bridge crossing over the Red River of the North connecting 12th Avenue North in Fargo, Cass County, North Dakota, and 15th Avenue North in Moorhead, Clay County, Minnesota. The bridge serves as a critical two-state river crossing connecting North Dakota and Minnesota within the Fargo-Moorhead metropolitan area.

It is requested that any comments or information be forwarded to our office on or before June 6, 2025.

Thanks,

Scott Middaugh PE
KLJ
701-271-4871 Direct
701-799-5639 Cell
300 23rd Avenue East, Suite 100
West Fargo, ND 58078
kljeng.com

Casey Engelhard

From: 12thAveBridge
Sent: Friday, May 2, 2025 3:13 PM
To: dglatt@nd.gov
Cc: Scott Middaugh; jmclaughlin@houstoneng.com; aruud@houstoneng.com
Subject: Solicitation of Views Letter - City of Fargo Project QR-25-B0, Red River Bridge Replacement - 12th Ave. Fargo/15th Ave. Moorhead
Attachments: Letter 4 - NDDEQ_QR-25-B0.pdf

Hello,

Please find the attached solicitation of views letter for the proposed replacement of the bridge crossing over the Red River of the North connecting 12th Avenue North in Fargo, Cass County, North Dakota, and 15th Avenue North in Moorhead, Clay County, Minnesota. The bridge serves as a critical two-state river crossing connecting North Dakota and Minnesota within the Fargo-Moorhead metropolitan area.

It is requested that any comments or information be forwarded to our office on or before June 6, 2025.

Thanks,

Scott Middaugh PE
KLJ - West Fargo
701-271-4871 Direct
701-799-5639 Cell

May 2, 2025

Mr. David Glatt
Director
ND Department of Environmental Quality
4201 Normandy Street
Bismarck, ND 58503-1324

PROJECT NO. City of Fargo Project QR-25-B0
Red River Bridge Replacement – 12th Ave. Fargo/15th Ave. Moorhead
FARGO, CASS COUNTY, NORTH DAKOTA &
MOORHEAD, CLAY COUNTY, MINNESOTA

The City of Fargo, in coordination with the Federal Highway Administration, is proposing to replace the bridge crossing over the Red River of the North (Red River) connecting 12th Avenue North in Fargo, Cass County, North Dakota, and 15th Avenue North in Moorhead, Clay County, Minnesota. The bridge serves as a critical two-state river crossing connecting North Dakota and Minnesota within the Fargo-Moorhead metropolitan area. Alternatives to maintain the existing bridge alignment along with potential realignments connecting 12th Avenue and 15th Avenue on both sides of the Red River will be evaluated. The proposed bridge alternatives will be developed to raise the bridge from its existing elevation to address closures during flood events by raising the structure out of the future, post-FM Diversion 100-year FEMA floodplain. Please refer to the enclosed **Project Location Map**.

Currently, there is no construction schedule for the project, but it is anticipated that environmental documentation and final plan approvals will be completed prior to Spring 2027.

The project may require permanent and temporary right-of-way along 12th Avenue North in Fargo and 15th Avenue North in Moorhead.

The following tabulation shows the average daily traffic volumes (ADT) once the new facility is completed and the expected ADT in 20 years after completion.

| LOCATION | Current ADT (2025) | Forecasted ADT (2045) |
|--|--------------------|-----------------------|
| 12 th Avenue North, Fargo, ND | 9,661 | 14,300 |

We believe that these volumes are not of the magnitude that would result in the violation of any Air Quality Standards and the project is consistent with the State Implementation Plan for air quality.

Your concurrence in this determination is requested.

To ensure that all social, economic, and environmental effects are considered in the development of this project, we are soliciting your views and comments on the proposed project pursuant to Section 102(2) (D) (IV) of the National Environmental Policy Act of 1969, as amended. We are particularly interested in any issues pertaining to solid and hazardous waste, municipal wastewater, water quality, and the occurrence of past contamination along the project area.

Information or comments relating to environmental or other matters that you might furnish will be used in determining if this project is a "categorical exclusion" or whether an "Environmental Assessment" or a "Draft Environmental Impact Statement" will be prepared.

It is requested that any comments or information be forwarded to our office on or before June 6, 2025. If no reply is received by this date, it will be assumed that you have no comment on this project.

If further information is desired regarding the proposed project, please contact Scott Middaugh by email at 12thAveBridge@kljeng.com or by phone at 701-271-4871.



SCOTT MIDDAUGH, PE
Environmental Project Manager

sm/ce

Enclosure

May 2, 2025

Department of Water Resources
C/O Project Review
North Dakota Department of Water Resources
900 E. Boulevard Avenue
Bismarck, ND 58505-0850

PROJECT NO. City of Fargo Project QR-25-B0
Red River Bridge Replacement – 12th Ave. Fargo/15th Ave. Moorhead
FARGO, CASS COUNTY, NORTH DAKOTA &
MOORHEAD, CLAY COUNTY, MINNESOTA

The City of Fargo, in coordination with the Federal Highway Administration, is proposing to replace the bridge crossing over the Red River of the North (Red River) connecting 12th Avenue North in Fargo, Cass County, North Dakota, and 15th Avenue North in Moorhead, Clay County, Minnesota. The bridge serves as a critical two-state river crossing connecting North Dakota and Minnesota within the Fargo-Moorhead metropolitan area. Alternatives to maintain the existing bridge alignment along with potential realignments connecting 12th Avenue and 15th Avenue on both sides of the Red River will be evaluated. The proposed bridge alternatives will be developed to raise the bridge from its existing elevation to address closures during flood events by raising the structure out of the future, post-FM Diversion 100-year FEMA floodplain. Please refer to the enclosed **Project Location Map**.

Currently, there is no construction schedule for the project, but it is anticipated that environmental documentation and final plan approvals will be completed prior to Spring 2027.

The project may require permanent and temporary right-of-way along 12th Avenue North in Fargo and 15th Avenue North in Moorhead.

To ensure that all social, economic, and environmental effects are considered in the development of this project, we are soliciting your views and comments on the proposed project pursuant to Section 102(2)(D)(IV) of the National Environmental Policy Act of 1969, as amended. We are particularly interested in any property which your department may own or have an interest in, and which would be adjacent to the proposed project area. We would also appreciate being made aware of any proposed developments your department may be contemplating in the areas under consideration for the proposed facility. Any information that might help us in our studies would be appreciated.

Information or comments relating to environmental or other matters that you might furnish will be used in determining if this project is a “categorical exclusion” or whether an “Environmental Assessment” or a “Draft Environmental Impact Statement” will be prepared.

Please provide information on necessary permits required, such as whether the project lies within a floodway or floodplain, lies within “Sovereign Lands”, or could affect a dam, dike, or other device.

It is requested that any comments or information be forwarded to our office on or before June 6, 2025. If no reply is received by this date, it will be assumed that you have no comment on this project.

If further information is desired regarding the proposed project, please contact Scott Middaugh by email at 12thAveBridge@kljeng.com or by phone at 701-271-4871.



SCOTT MIDDAUGH, PE
Environmental Project Manager

sm/ce

Enclosure

Casey Engelhard

From: 12thAveBridge
Sent: Friday, May 2, 2025 3:13 PM
To: dwrprojectreview@nd.gov
Cc: Scott Middaugh; jmclaughlin@houstoneng.com; aruud@houstoneng.com
Subject: Solicitation of Views Letter - City of Fargo Project QR-25-B0, Red River Bridge Replacement - 12th Ave. Fargo/15th Ave. Moorhead
Attachments: Letter 6 - NDDWR_QR-25-B0.pdf

Hello,

Please find the attached solicitation of views letter for the proposed replacement of the bridge crossing over the Red River of the North connecting 12th Avenue North in Fargo, Cass County, North Dakota, and 15th Avenue North in Moorhead, Clay County, Minnesota. The bridge serves as a critical two-state river crossing connecting North Dakota and Minnesota within the Fargo-Moorhead metropolitan area.

It is requested that any comments or information be forwarded to our office on or before June 6, 2025.

Thanks,

Scott Middaugh PE
KLJ - West Fargo
701-271-4871 Direct
701-799-5639 Cell

Casey Engelhard

From: 12thAveBridge
Sent: Friday, May 2, 2025 3:13 PM
To: ryan_frohling@fws.gov
Cc: Scott Middaugh; jmclaughlin@houstoneng.com; aruud@houstoneng.com
Subject: Solicitation of Views Letter - City of Fargo Project QR-25-B0, Red River Bridge Replacement - 12th Ave. Fargo/15th Ave. Moorhead
Attachments: Letter 7 - USFWS_MN_QR-25-B0 -.pdf

Hello,

Please find the attached solicitation of views letter for the proposed replacement of the bridge crossing over the Red River of the North connecting 12th Avenue North in Fargo, Cass County, North Dakota, and 15th Avenue North in Moorhead, Clay County, Minnesota. The bridge serves as a critical two-state river crossing connecting North Dakota and Minnesota within the Fargo-Moorhead metropolitan area.

It is requested that any comments or information be forwarded to our office on or before June 6, 2025.

Thanks,

Scott Middaugh PE
KLJ - West Fargo
701-271-4871 Direct
701-799-5639 Cell

May 2, 2025

District Manager
Detroit Lakes Wetland Management District
US Fish and Wildlife Service
1732 North Tower Road
Detroit Lakes, MN 56501

PROJECT NO. City of Fargo Project QR-25-B0
Red River Bridge Replacement – 12th Ave. Fargo/15th Ave. Moorhead
FARGO, CASS COUNTY, NORTH DAKOTA &
MOORHEAD, CLAY COUNTY, MINNESOTA

The City of Fargo, in coordination with the Federal Highway Administration, is proposing to replace the bridge crossing over the Red River of the North (Red River) connecting 12th Avenue North in Fargo, Cass County, North Dakota, and 15th Avenue North in Moorhead, Clay County, Minnesota. The bridge serves as a critical two-state river crossing connecting North Dakota and Minnesota within the Fargo-Moorhead metropolitan area. Alternatives to maintain the existing bridge alignment along with potential realignments connecting 12th Avenue and 15th Avenue on both sides of the Red River will be evaluated. The proposed bridge alternatives will be developed to raise the bridge from its existing elevation to address closures during flood events by raising the structure out of the future, post-FM Diversion 100-year FEMA floodplain. Please refer to the enclosed **Project Location Map**.

Currently, there is no construction schedule for the project, but it is anticipated that environmental documentation and final plan approvals will be completed prior to Spring 2027.

The project may require permanent and temporary right-of-way along 12th Avenue North in Fargo and 15th Avenue North in Moorhead.

To ensure that all social, economic, and environmental effects are considered in the development of this project, we are soliciting your views and comments on the proposed project pursuant to Section 102(2) (D) (IV) of the National Environmental Policy Act of 1969, as amended. We are particularly interested in any Service Interest property within a ½ mile of either side of the proposed project area. Any information that might help us in our studies would be appreciated.

Information or comments relating to environmental or other matters that you might furnish will be used in determining if this project is a "categorical exclusion" or whether an "Environmental Assessment" or a "Draft Environmental Impact Statement" will be prepared.

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If further information is desired regarding the proposed project, please contact Scott Middaugh by email at 12thAveBridge@kljeng.com or by phone at 701-271-4871.



SCOTT MIDDAUGH, PE
Environmental Project Manager

sm/ce

Enclosure

Casey Engelhard

From: 12thAveBridge
Sent: Friday, May 2, 2025 3:13 PM
To: Marissa_Kirby@fws.gov
Cc: Scott Middaugh; jmclaughlin@houstoneng.com; aruud@houstoneng.com
Subject: Solicitation of Views Letter - City of Fargo Project QR-25-B0, Red River Bridge Replacement - 12th Ave. Fargo/15th Ave. Moorhead
Attachments: Letter 7 - USFWS_ND_QR-25-B0.pdf

Hello,

Please find the attached solicitation of views letter for the proposed replacement of the bridge crossing over the Red River of the North connecting 12th Avenue North in Fargo, Cass County, North Dakota, and 15th Avenue North in Moorhead, Clay County, Minnesota. The bridge serves as a critical two-state river crossing connecting North Dakota and Minnesota within the Fargo-Moorhead metropolitan area.

It is requested that any comments or information be forwarded to our office on or before June 6, 2025.

Thanks,

Scott Middaugh PE
KLJ - West Fargo
701-271-4871 Direct
701-799-5639 Cell

May 2, 2025

District Manager
Valley City Wetland Management District
US Fish and Wildlife Service
11515 River Road
Valley City, ND 58072

PROJECT NO. City of Fargo Project QR-25-B0
Red River Bridge Replacement – 12th Ave. Fargo/15th Ave. Moorhead
FARGO, CASS COUNTY, NORTH DAKOTA &
MOORHEAD, CLAY COUNTY, MINNESOTA

The City of Fargo, in coordination with the Federal Highway Administration, is proposing to replace the bridge crossing over the Red River of the North (Red River) connecting 12th Avenue North in Fargo, Cass County, North Dakota, and 15th Avenue North in Moorhead, Clay County, Minnesota. The bridge serves as a critical two-state river crossing connecting North Dakota and Minnesota within the Fargo-Moorhead metropolitan area. Alternatives to maintain the existing bridge alignment along with potential realignments connecting 12th Avenue and 15th Avenue on both sides of the Red River will be evaluated. The proposed bridge alternatives will be developed to raise the bridge from its existing elevation to address closures during flood events by raising the structure out of the future, post-FM Diversion 100-year FEMA floodplain. Please refer to the enclosed **Project Location Map**.

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The project may require permanent and temporary right-of-way along 12th Avenue North in Fargo and 15th Avenue North in Moorhead.

To ensure that all social, economic, and environmental effects are considered in the development of this project, we are soliciting your views and comments on the proposed project pursuant to Section 102(2) (D) (IV) of the National Environmental Policy Act of 1969, as amended. We are particularly interested in any Service Interest property within a ½ mile of either side of the proposed project area. Any information that might help us in our studies would be appreciated.

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It is requested that any comments or information be forwarded to our office on or before June 6, 2025. If no reply is received by this date, it will be assumed that you have no comment on this project.

If further information is desired regarding the proposed project, please contact Scott Middaugh by email at 12thAveBridge@kljeng.com or by phone at 701-271-4871.



SCOTT MIDDAUGH, PE
Environmental Project Manager

sm/ce

Enclosure

Casey Engelhard

From: 12thAveBridge
Sent: Thursday, May 8, 2025 3:27 PM
To: Casey Engelhard
Subject: FW: Solicitation of Views Letter - City of Fargo Project QR-25-B0, Red River Bridge Replacement - 12th Ave. Fargo/15th Ave. Moorhead
Attachments: Letter 8 - AdvocacyGroup_QR-25-B0.pdf

From: 12thAveBridge
Sent: Friday, May 2, 2025 3:12 PM
Cc: Scott Middaugh <Scott.Middaugh@kljeng.com>; jmclaughlin@houstoneng.com; aruud@houstoneng.com
BCC: mcanderson@nd.gov; cmarkel@nd.gov; youth@pathfinder-nd.org; rgustofson@nd.gov;
arcdirector@arccassnd.org; mregner@nd.gov; bruehl@nd.gov; bourdonmark@yahoo.com; angieb@freedomrc.org;
Christine@riverkeepers.org; aaron@gncycles.com
Subject: Solicitation of Views Letter - City of Fargo Project QR-25-B0, Red River Bridge Replacement - 12th Ave. Fargo/15th Ave. Moorhead

Hello,

Please find the attached solicitation of views letter for the proposed replacement of the bridge crossing over the Red River of the North connecting 12th Avenue North in Fargo, Cass County, North Dakota, and 15th Avenue North in Moorhead, Clay County, Minnesota. The bridge serves as a critical two-state river crossing connecting North Dakota and Minnesota within the Fargo-Moorhead metropolitan area.

It is requested that any comments or information be forwarded to our office on or before June 6, 2025.

Thanks,

Scott Middaugh PE
KLJ - West Fargo
701-271-4871 Direct
701-799-5639 Cell

May 2, 2025

Advocacy Group Contact

PROJECT NO. City of Fargo Project QR-25-B0
Red River Bridge Replacement – 12th Ave. Fargo/15th Ave. Moorhead
FARGO, CASS COUNTY, NORTH DAKOTA &
MOORHEAD, CLAY COUNTY, MINNESOTA

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Currently, there is no construction schedule for the project, but it is anticipated that environmental documentation and final plan approvals will be completed prior to Spring 2027.

The project may require permanent and temporary right-of-way along 12th Avenue North in Fargo and 15th Avenue North in Moorhead.

The purpose of this letter is to provide advanced notice of upcoming highway projects so you have sufficient time to share the information with your constituents and represent their interests. To ensure that all social, economic, and environmental effects are considered in the development of this project, we are soliciting your views and comments on the proposed project. We would appreciate being made aware of any social impacts we should consider for this proposed project.

Greater advanced notice will also encourage more participation of advocates and their constituents at upcoming Public Meetings. A Public Meeting for this project is tentatively scheduled for Summer/Fall 2025.

A follow up notice of the exact date, time, and location of the Public Meeting will be forwarded to you approximately 2 weeks prior to the Public Meeting. Additionally, Public Meetings are also advertised in local newspapers and press releases sent to local media.

Any information or comments relating to social or other matters that might help us in our studies would be appreciated.

It is requested that any comments or information be forwarded to our office on or before June 6, 2025. If no reply is received by this date, it will be assumed that you have no comment on this project.

If further information is desired regarding the proposed project, please contact Scott Middaugh by email at 12thAveBridge@kljeng.com or by phone at 701-271-4871.



SCOTT MIDDAUGH, PE
Environmental Project Manager

sm/ce

Enclosure

Casey Engelhard

From: Kirt Liedahl <kliedahl@702Communications.com>
Sent: Monday, May 5, 2025 10:40 AM
To: 12thAveBridge
Cc: Scott Middaugh; jmclaughlin@houstoneng.com; aruud@houstoneng.com
Subject: RE: Solicitation of Views Letter - City of Fargo Project QR-25-B0, Red River Bridge Replacement - 12th Ave. Fargo/15th Ave. Moorhead
Attachments: 702 COMMUNICATIONS 12TH AVE N BRIDGE FACILITY 05-MAY-2025.pdf

CAUTION: This email originated from outside the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Good morning-

Attached you'll find the local map of 702 Communications fiber facilities.

Were this a simple bridge repair, I would say we were clear of the scope of work, but as there is a proposed realignment of the bridge and associated roadway, I was compelled to attach this facility map to make sure parties were aware of the infrastructure.

702 Communications has a potential, mid-range plan to cross the river with fiber infrastructure, but that plan will be better served by waiting the completion of the bridge project (or at least learning the final proposal) to make sure we don't install a potential complication for the work.

Thank you, and do please feel free to reach out with any questions or concerns.

Kirt Liedahl, Operations Manager

O: (218) 284-5767 **C:** (218) 329-2126



twitter.com/702com
youtube.com/702com
facebook.com/702communications

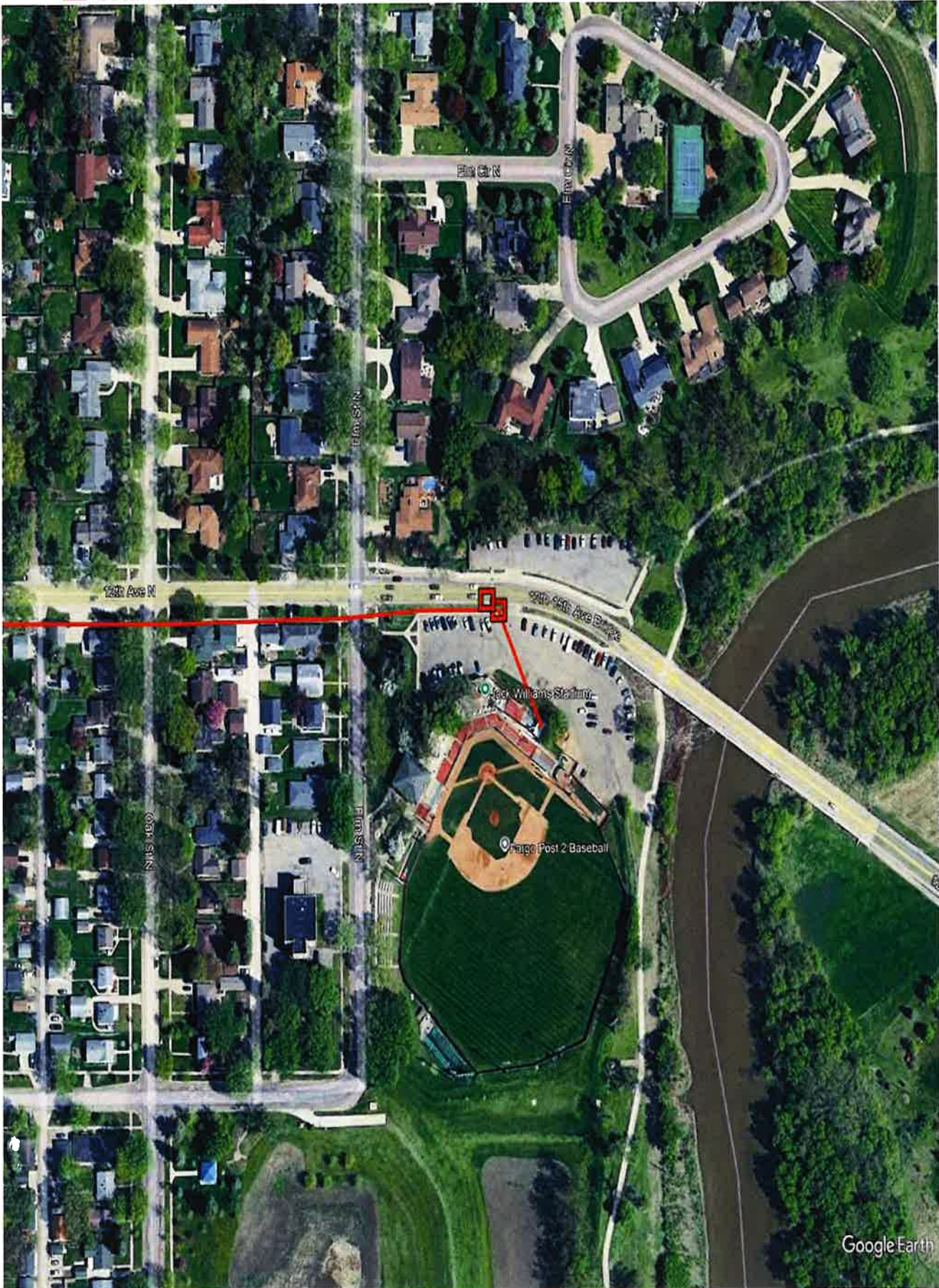
From: 12thAveBridge <12thAveBridge@kljeng.com>
Sent: Friday, May 2, 2025 3:13 PM
Cc: Scott Middaugh <Scott.Middaugh@kljeng.com>; jmclaughlin@houstoneng.com; aruud@houstoneng.com
Subject: Solicitation of Views Letter - City of Fargo Project QR-25-B0, Red River Bridge Replacement - 12th Ave. Fargo/15th Ave. Moorhead

Hello,

Please find the attached solicitation of views letter for the proposed replacement of the bridge crossing over the Red River of the North connecting 12th Avenue North in Fargo, Cass County, North Dakota, and 15th Avenue North in Moorhead, Clay County, Minnesota. The bridge serves as a critical two-state river crossing connecting North Dakota and Minnesota within the Fargo-Moorhead metropolitan area.

It is requested that any comments or information be forwarded to our office on or before June 6, 2025.

Thanks,



Google Earth

DATE

5/5/2025

KIRT LIEDAHL – OPERATIONS MANAGER

702 COMMUNICATIONS

kliedahl@702communications.com – (218) 284-5767

Casey Engelhard

From: Matthew Schlauderaff <mschlauderaff@BRRWD.org>
Sent: Monday, May 5, 2025 9:07 AM
To: 12thAveBridge
Cc: Scott Middaugh; jmclaughlin@houstoneng.com; aruud@houstoneng.com; buhler@houstoneng.com
Subject: RE: Solicitation of Views Letter - City of Fargo Project QR-25-B0, Red River Bridge Replacement - 12th Ave. Fargo/15th Ave. Moorhead

CAUTION: This email originated from outside the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Good Morning Scott,

Thanks for sending this over. It would be beneficial to see your prelim plans once those are finalized so we can do an initial review. Also, you'll need to submit a permit once you are nearing construction. You can apply for the permit here [Watershed Permit | Buffalo-Red River Watershed District](#).

That should be it for now.

-Thanks,

Matt Schlauderaff

Watershed Specialist
Buffalo-Red River Watershed District
1303 4th Ave NE Barnesville, MN 56514
O: (218)-789-3100 \ D: (218)-789-3104
www.brrwd.org



From: 12thAveBridge <12thAveBridge@kljeng.com>
Sent: Friday, May 2, 2025 3:13 PM
Cc: Scott Middaugh <Scott.Middaugh@kljeng.com>; jmclaughlin@houstoneng.com; aruud@houstoneng.com
Subject: Solicitation of Views Letter - City of Fargo Project QR-25-B0, Red River Bridge Replacement - 12th Ave. Fargo/15th Ave. Moorhead

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It is requested that any comments or information be forwarded to our office on or before June 6, 2025.

Thanks,

Scott Middaugh PE
KLJ - West Fargo
701-271-4871 Direct
701-799-5639 Cell

Casey Engelhard

From: Litchy, Kyle <LitchyK@casscountynd.gov>
Sent: Monday, May 5, 2025 10:19 AM
To: 12thAveBridge
Cc: Soucy, Tom
Subject: RE: Solicitation of Views Letter - City of Fargo Project QR-25-B0, Red River Bridge Replacement - 12th Ave. Fargo/15th Ave. Moorhead
Attachments: Letter 1 - General_QR-25-B0_.pdf

CAUTION: This email originated from outside the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Scott,
Cass County has no comments on this project.
Thanks

Kyle Litchy PE
County Engineer
Cass County Highway Department
Office – 701-298-2380
Cell – 701-630-8667

From: 12thAveBridge <12thAveBridge@kljeng.com>
Sent: Friday, May 2, 2025 3:13 PM
Cc: Scott Middaugh <Scott.Middaugh@kljeng.com>; jmclaughlin@houstoneng.com; aruud@houstoneng.com
Subject: Solicitation of Views Letter - City of Fargo Project QR-25-B0, Red River Bridge Replacement - 12th Ave. Fargo/15th Ave. Moorhead

CAUTION: EXTERNAL EMAIL

Hello,

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Thanks,

Scott Middaugh PE
KLJ - West Fargo
701-271-4871 Direct
701-799-5639 Cell

Casey Engelhard

From: Christensen, Trevor A <Trevor.A.Christensen@lumen.com>
Sent: Monday, May 5, 2025 9:05 AM
To: 12thAveBridge
Cc: Scott Middaugh; jmclaughlin@houstoneng.com; aruud@houstoneng.com; Fernandez, Milton R
Subject: RE: Solicitation of Views Letter - City of Fargo Project QR-25-B0, Red River Bridge Replacement - 12th Ave. Fargo/15th Ave. Moorhead
Importance: High

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Good Morning,

Lumen has a major fiber that crosses the river on the bridge that will need to be protected and relocated to the new bridge. Please schedule a time when we can go over options for a replacement without taking the old fiber offline.

Thanks,

Trevor Christensen

Network Implementation Engineer II
302 29th St N Fargo, ND 58102
Tel: 701.415.7058 Cell: 701.951.9704
Trevor.a.christensen@lumen.com

The logo for LUMEN, with the letters in a bold, sans-serif font. The 'U' and 'M' are slightly larger and more prominent than the other letters.

From: 12thAveBridge <12thAveBridge@kljeng.com>
Sent: Friday, May 2, 2025 3:13 PM
Cc: Scott Middaugh <Scott.Middaugh@kljeng.com>; jmclaughlin@houstoneng.com; aruud@houstoneng.com
Subject: Solicitation of Views Letter - City of Fargo Project QR-25-B0, Red River Bridge Replacement - 12th Ave. Fargo/15th Ave. Moorhead

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Thanks,

Scott Middaugh PE
KLJ - West Fargo

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Casey Engelhard

From: Berseth, Thomas M <Thomas.M.Berseth@xcelenergy.com>
Sent: Monday, May 5, 2025 7:28 AM
To: 12thAveBridge
Cc: Scott Middaugh; jmclaughlin@houstoneng.com; aruud@houstoneng.com
Subject: RE: Solicitation of Views Letter - City of Fargo Project QR-25-B0, Red River Bridge Replacement - 12th Ave. Fargo/15th Ave. Moorhead
Attachments: new_plot.pdf

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Xcel gas maps attached for the project area, thanks

Tom Berseth

Xcel Energy | Responsible By Nature

Sr. Designer

2302 Great Northern Drive – Fargo, ND 58102

C: 701-640-1406

Builders Call Line link: [Documents and Forms](#) | [Building and Remodeling](#) | [Partner Resources](#) | [Xcel Energy](#)

From: 12thAveBridge <12thAveBridge@kljeng.com>

Sent: Friday, May 2, 2025 3:13 PM

Cc: Scott Middaugh <Scott.Middaugh@kljeng.com>; jmclaughlin@houstoneng.com; aruud@houstoneng.com

Subject: Solicitation of Views Letter - City of Fargo Project QR-25-B0, Red River Bridge Replacement - 12th Ave. Fargo/15th Ave. Moorhead

EXTERNAL - STOP & THINK before opening links and attachments.

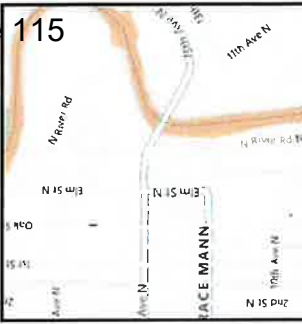
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It is requested that any comments or information be forwarded to our office on or before June 6, 2025.

Thanks,

Scott Middaugh PE
KLJ - West Fargo
701-271-4871 Direct
701-799-5639 Cell



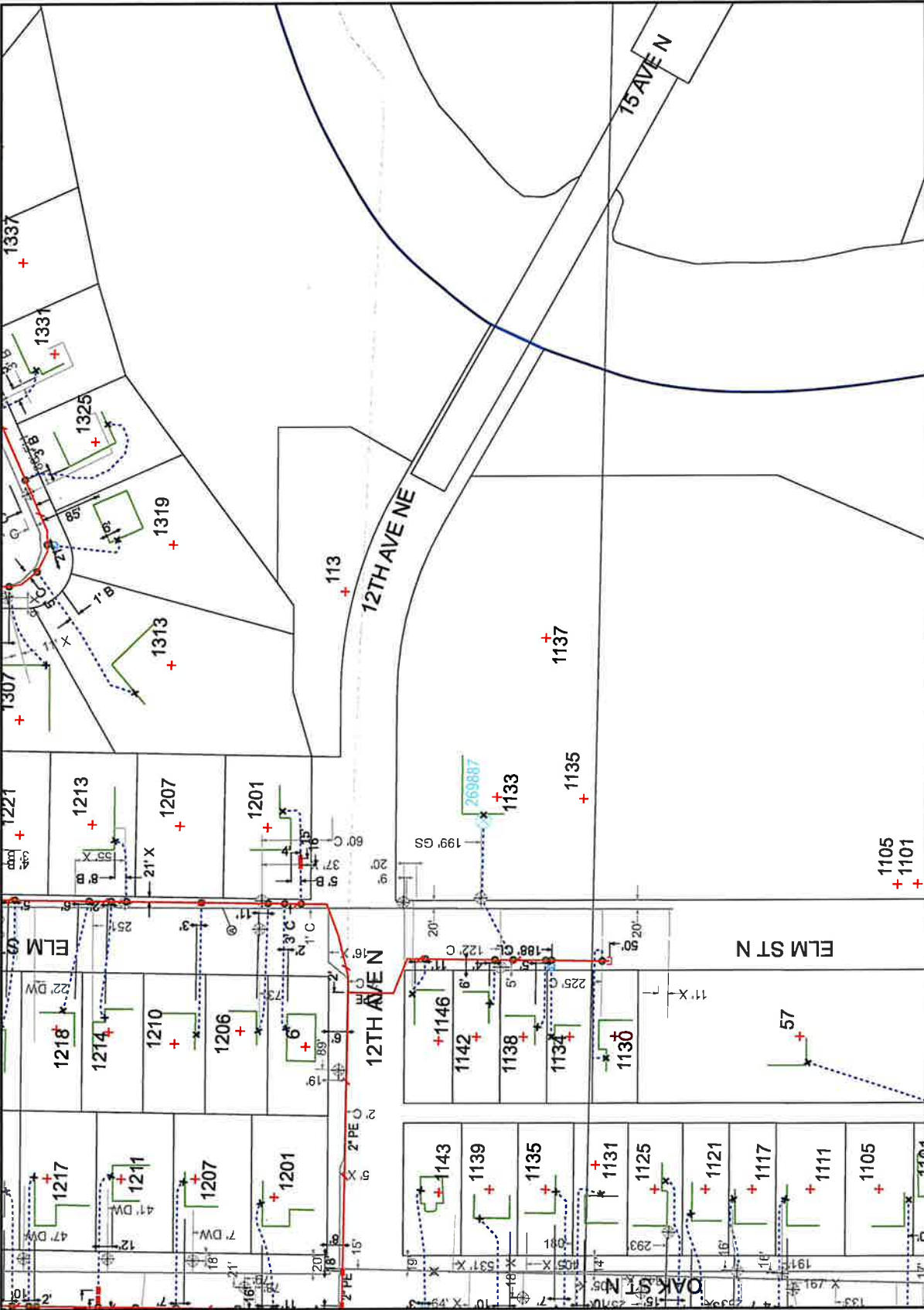
| Work Order Information | |
|-------------------------|---------------------|
| Service Request # | |
| Design Number | 234059 |
| Designer/Planner ID | |
| Designer/Planner Name | |
| Designer/Planner Ph # | (000) 000-0000 |
| Manager Approval | |
| Joint Utility | |
| E | G |
| T | C |
| Design Location | |
| Division | Fargo |
| County | Cass |
| City | Fargo, ND |
| Address | |
| Map # | T: 138N R: 48W B: 6 |
| Permit # | FCC0088 |
| Electric | |
| Feeder | |
| Phase | |
| Voltage | |
| Backup Dev ID | |
| System | |
| Pressure | |
| Size | |
| Material | |
| Dead End | |
| Work Order # | |
| Date | 05/05/2025 |
| Sketch # of Sketch Data | |
| Scale | 1" equals 10' |

Xcel Energy

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- CHANGES MADE AS INDICATED
- ALL UTILS MUST HAVE ACTUAL MEASUREMENTS FROM THE FIELD SITE

RFO: _____ DATE: _____
 FOREMAN: _____
 TEAM LEADER: _____



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| Work Order Information | |
|------------------------|----------------|
| Service Request # | |
| Design Number | 234058 |
| Designer/Planner ID | |
| Designer/Planner Name | |
| Designer/Planner Ph # | (000) 000-0000 |
| Manager Approval | |
| Joint Utility | |
| E | G |
| T | C |

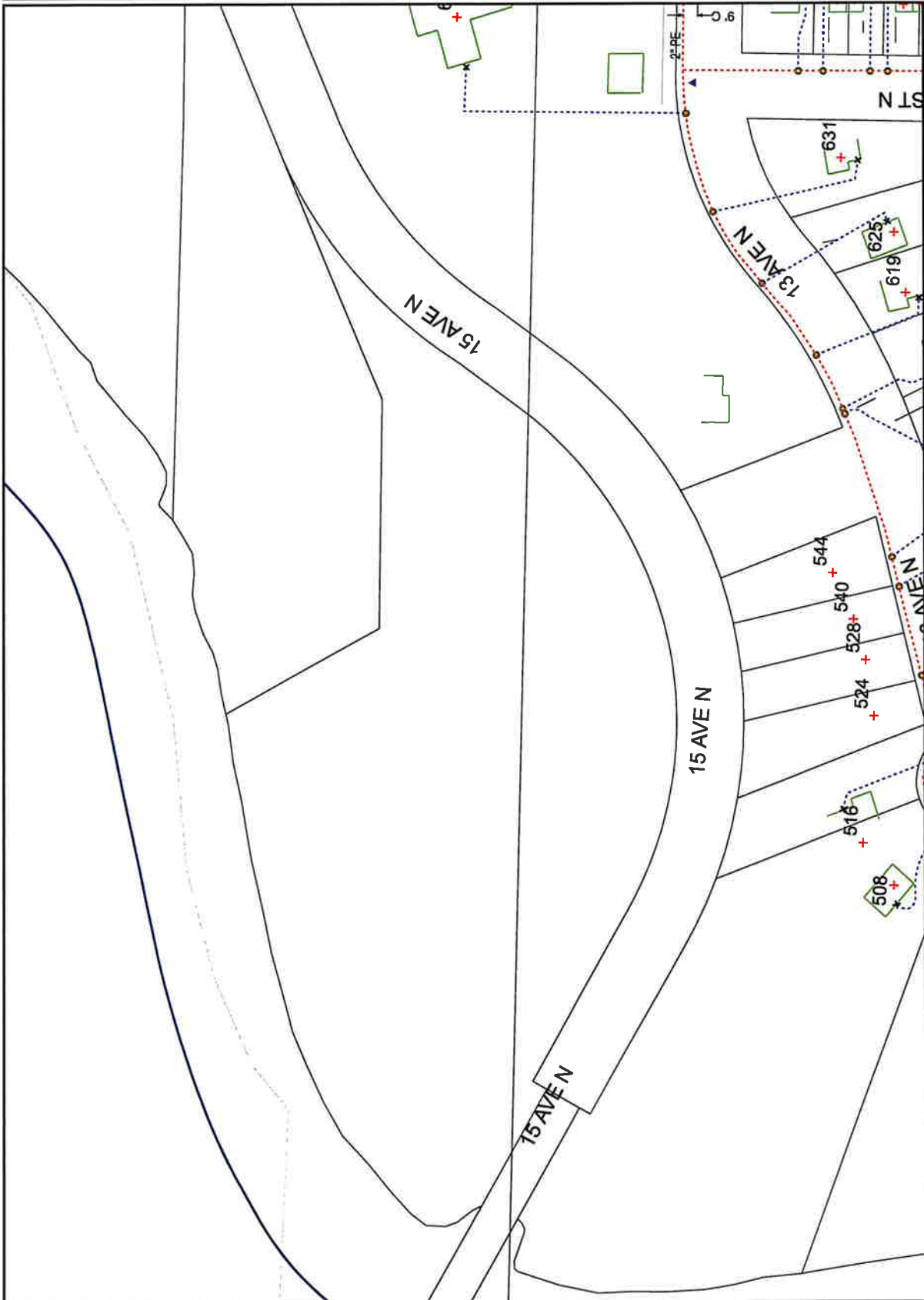
| Design Location | |
|-----------------|------------------|
| Division | Fargo |
| County | Cass |
| City | Fargo city |
| Address | |
| T | 138N R: 48W B: 5 |
| Map # | FCC0086 |
| Permit | |

| System | |
|----------|-----|
| System | Gas |
| Pressure | |
| Size | |
| Material | |

Work Order # :
 Date: 05/05/2025
 Revision: # of Sketch Data
 Scale: 1" equals 10'

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 CHANGES MADE AS INDICATED
 (ALL UTD MUST HAVE ACTUAL MEASUREMENTS FROM THE FIELD SITE)

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 FOREMAN _____
 TEAM LEADER _____



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| Work Order Information | |
|------------------------|-------------------|
| Service Request # | |
| Design Number | 234059 |
| Designer/Planner ID | |
| Designer/Planner Name | |
| Designer/Planner Ph. # | (000) 000-0000 |
| Manager Approval | |
| Joint Utility | |
| E | G |
| T | C |
| Design Location | |
| Division | Fargo |
| County | Cass |
| City | Fargo city |
| Address | |
| T | 140N R: 48W S: 32 |
| Map # | FDD0985 |
| Permit | |
| System | |
| System | Electric |
| Feeder | |
| Phase | |
| Voltage | |
| Break Day ID | |
| Pressure | |
| Size | |
| Material | |
| Dead End | |
| Work Order # | |
| Date | 05/05/2025 |
| Sketch | # Of Sketch Data |
| Scale | 1" equals 10' |

Xcel Energy

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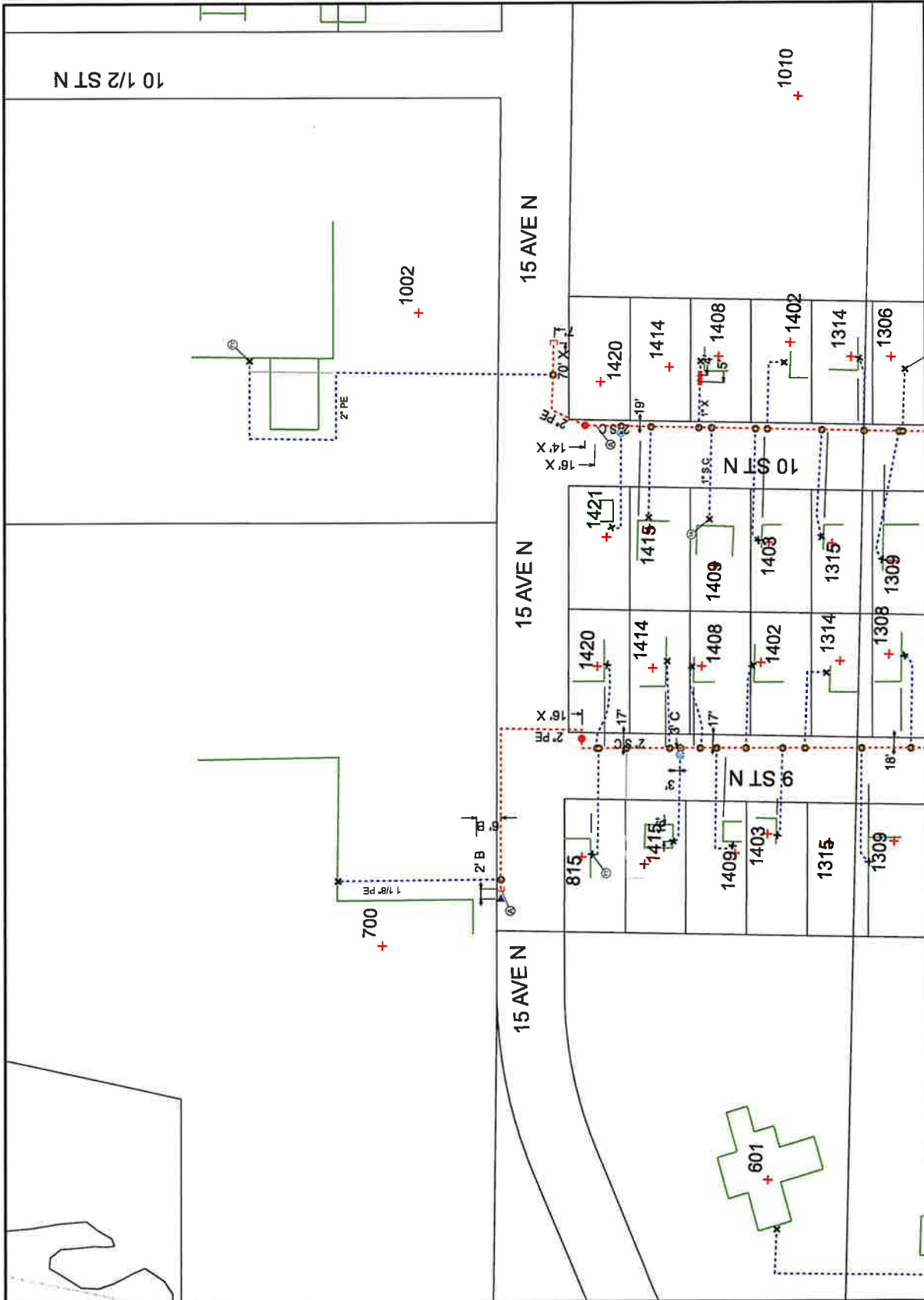
CHANGES MADE AS INDICATED

(ALL LRD MUST HAVE ACTUAL MEASUREMENTS FROM THE FIELD SITE)

RFO: _____ DATE: _____

FOREMAN: _____

TEAM LEADER: _____



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Casey Engelhard

From: Aaron Bjerke <abjerke@crystalsugar.com>
Sent: Tuesday, May 6, 2025 8:59 AM
To: 12thAveBridge
Cc: Scott Middaugh; jmclaughlin@houstoneng.com; aruud@houstoneng.com
Subject: RE: Solicitation of Views Letter - City of Fargo Project QR-25-B0, Red River Bridge Replacement - 12th Ave. Fargo/15th Ave. Moorhead

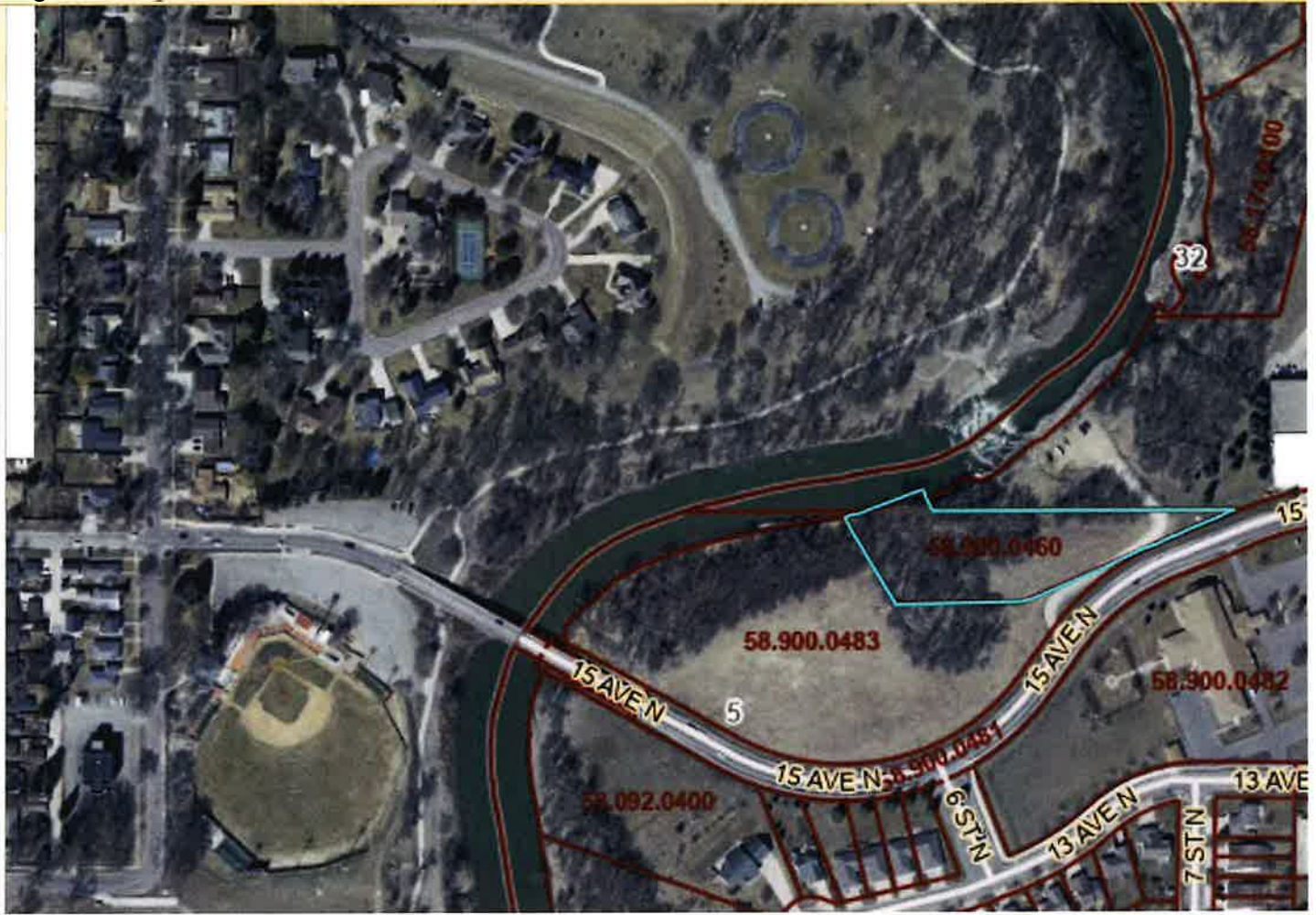
You don't often get email from abjerke@crystalsugar.com. [Learn why this is important](#)

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Scott,

ACSC recently went through a large expense by removing the old concrete river water intake structure from our parcel 58.900.0460. We currently do not have plans to construct or develop that property. Historically it was used to bring water into the factory along 15th Ave and 11th St. The water line still exists along those roads.

If the City is going to realign 15th Ave it would likely have a large impact to that property. Please keep us posted as you work through bridge rebuilding options.



Thank You,
Aaron Bjerke

From: 12thAveBridge <12thAveBridge@kljeng.com>

Sent: Friday, May 2, 2025 3:13 PM

Cc: Scott Middaugh <Scott.Middaugh@kljeng.com>; jmclaughlin@houstoneng.com; aruud@houstoneng.com

Subject: Solicitation of Views Letter - City of Fargo Project QR-25-B0, Red River Bridge Replacement - 12th Ave. Fargo/15th Ave. Moorhead

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Hello,

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It is requested that any comments or information be forwarded to our office on or before June 6, 2025.

Thanks,

Scott Middaugh PE
KLJ - West Fargo
701-271-4871 Direct
701-799-5639 Cell

Aaron Bjerke
Factory Manager
abjerke@crystalsugar.com
Office: 218 291-5431
www.crystalsugar.com



2500 11th St N - Moorhead - 56560 - MN

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Casey Engelhard

From: Schrader, Mark R (FAA) <Mark.R.Schrader@faa.gov>
Sent: Tuesday, May 6, 2025 10:04 AM
To: 12thAveBridge
Cc: Jenny, Melissa M (FAA)
Subject: FW: Solicitation of Views Letter - City of Fargo Project QR-25-B0, Red River Bridge Replacement - 12th Ave. Fargo/15th Ave. Moorhead
Attachments: Letter 1 - General_QR-25-B0_.pdf

CAUTION: This email originated from outside the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Good morning Scott,

We have reviewed the solicitation of views letter for the proposed Red River Bridge Replacement for 12th Ave. N Fargo/15th Ave. Moorhead. We have no objection provided the Federal Aviation Administration is notified of construction or alterations as required by Federal Aviation Regulations, Part 77, Objects Affecting Navigable Airspace, Paragraph 77.9. Notice may be filed online at <https://oeaaa.faa.gov>. Select "Notice Criteria Tool" to see if you are required to file. The construction equipment may trigger a need for an airspace study to be performed for the project.

Thank you for the opportunity to review the proposed project.

Mark Schrader

Program Manager
Dakota-Minnesota Airports District Office
2301 University Drive, Bld 23B
Bismarck, ND 58504
(701) 323-7384

From: 12thAveBridge <12thAveBridge@kljeng.com>
Sent: Friday, May 2, 2025 3:13 PM
Cc: Scott Middaugh <Scott.Middaugh@kljeng.com>; jmclaughlin@houstoneng.com; aruud@houstoneng.com
Subject: Solicitation of Views Letter - City of Fargo Project QR-25-B0, Red River Bridge Replacement - 12th Ave. Fargo/15th Ave. Moorhead

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Thanks,

Scott Middaugh PE
KLJ - West Fargo
701-271-4871 Direct
701-799-5639 Cell

Casey Engelhard

From: Kirby, Marissa A <marissa_kirby@fws.gov>
Sent: Tuesday, May 6, 2025 2:25 PM
To: 12thAveBridge
Cc: Scott Middaugh; jmclaughlin@houstoneng.com; aruud@houstoneng.com
Subject: Re: [EXTERNAL] Solicitation of Views Letter - City of Fargo Project QR-25-B0, Red River Bridge Replacement - 12th Ave. Fargo/15th Ave. Moorhead

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Good afternoon,

Thank you for reaching out regarding the Red River Bridge Replacement.

After reviewing the project details, I can confirm that none of our assets will be affected by this project.

Please let us know if you need any further information.

Marissa Kirby

Wildlife Refuge Specialist

Valley City WMD

Office: (701)845-3466

Cell: (701)840-3327



From: 12thAveBridge <12thAveBridge@kljeng.com>
Sent: Friday, May 2, 2025 3:12 PM
To: Kirby, Marissa A <marissa_kirby@fws.gov>
Cc: Scott Middaugh <Scott.Middaugh@kljeng.com>; jmclaughlin@houstoneng.com <jmclaughlin@houstoneng.com>; aruud@houstoneng.com <aruud@houstoneng.com>
Subject: [EXTERNAL] Solicitation of Views Letter - City of Fargo Project QR-25-B0, Red River Bridge Replacement - 12th Ave. Fargo/15th Ave. Moorhead

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It is requested that any comments or information be forwarded to our office on or before June 6, 2025.

Thanks,

Scott Middaugh PE
KLJ - West Fargo
701-271-4871 Direct
701-799-5639 Cell

Casey Engelhard

From: Tony Geffre <tony.geffre@midco.com>
Sent: Wednesday, May 7, 2025 3:51 PM
To: 12thAveBridge
Cc: Corey Wixo; Dean Berg
Subject: RE: [EXTERNAL] - FW: Solicitation of Views Letter - City of Fargo Project QR-25-B0, Red River Bridge Replacement - 12th Ave. Fargo/15th Ave. Moorhead
Attachments: 12th ave N Bridge.png

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Scott, thanks for the info. Attached is a map showing that we have a 288 count fiber that runs along that area from Moorhead into Fargo. Please keep us updated as this progresses. Thank you

Tony Geffre
Regional Construction Project Manager



Office: 7015522585
Tony.Geffre@Midco.com

Midco.com

Let's go beyond.

From: 12thAveBridge <12thAveBridge@kljeng.com>
Sent: Wednesday, May 7, 2025 3:41 PM
To: Tony Geffre <tony.geffre@midco.com>
Subject: [EXTERNAL] - FW: Solicitation of Views Letter - City of Fargo Project QR-25-B0, Red River Bridge Replacement - 12th Ave. Fargo/15th Ave. Moorhead

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Hello,

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It is requested that any comments or information be forwarded to our office on or before June 6, 2025.

Thanks,

Scott Middaugh PE
KLJ
701-271-4871 Direct
701-799-5639 Cell
300 23rd Avenue East, Suite 100



Casey Engelhard

From: Geering, Jennifer <Jennifer.Geering@lumen.com>
Sent: Thursday, May 8, 2025 3:53 PM
To: 12thAveBridge
Subject: Return to Requestor: Solicitation of Views Letter - City of Fargo Project QR-25-B0, Red River Bridge Replacement - 12th Ave. Fargo/15th Ave. Moorhead
Attachments: Utility Map.pdf

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LUMEN

Good Day!

Thank you for your project notification. LUMEN has reviewed your utility notice regarding the **P-661943** | Red River Bridge Replacement - 12th Ave. Fargo/15th Ave. Moorhead ("Project").

X **LUMEN Local/National** has facilities within your proposed construction area. Once you have completed your review, please respond back if LUMEN facilities appear to be in conflict. A LUMEN engineer will be assigned when engineering plans are ready for review.

Please contact your [State One Call](#) prior to construction service (click link for state specific requirements).

Any changes or additions to the project plans or parameters should be submitted to [Network Relocations](#) for review of potential new impacts to the LUMEN facilities. **Note:** the location(s) of facilities shown on these drawings you receive from us, are only approximate. LUMEN hereby disclaims any responsibility for the accuracy of this information. Please contact [Network Relocations](#) regarding the above mentioned project if you should have any questions. Please reference the file number **P-661943** with any future communications.

Thank you for your cooperation!

Jennifer Geering
Business Analyst
Network Relocations

****We have combined!!** To better serve everyone, there is now a single email inbox for LUMEN. One team is monitoring both national and local network relocations & road moves. Please add relocations@lumen.com to your contacts list for inquiries, updates, and use it for all future notifications.**

From: 12thAveBridge <12thAveBridge@kljeng.com>

Sent: Friday, May 2, 2025 2:13 PM

Cc: Scott Middaugh <Scott.Middaugh@kljeng.com>; jmclaughlin@houstoneng.com; aruud@houstoneng.com

Subject: Solicitation of Views Letter - City of Fargo Project QR-25-B0, Red River Bridge Replacement - 12th Ave. Fargo/15th Ave. Moorhead

Hello,

Please find the attached solicitation of views letter for the proposed replacement of the bridge crossing over the Red River of the North connecting 12th Avenue North in Fargo, Cass County, North Dakota, and 15th Avenue North in Moorhead, Clay County, Minnesota. The bridge serves as a critical two-state river crossing connecting North Dakota and Minnesota within the Fargo-Moorhead metropolitan area.

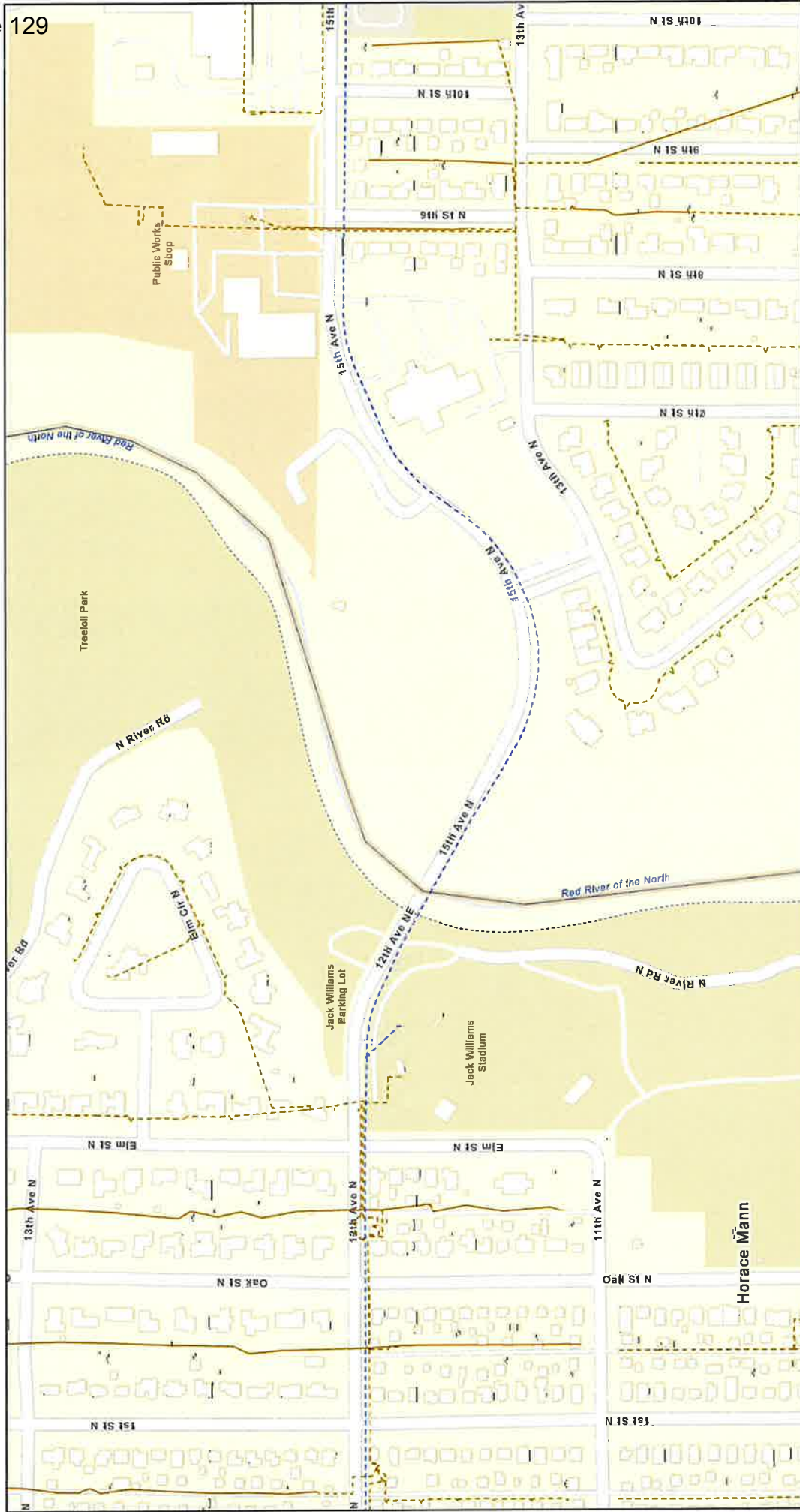
It is requested that any comments or information be forwarded to our office on or before June 6, 2025.

Thanks,

Scott Middaugh PE
KLJ - West Fargo
701-271-4871 Direct
701-799-5639 Cell

This communication is the property of Lumen Technologies and may contain confidential or privileged information. Unauthorized use of this communication is strictly prohibited and may be unlawful. If you have received this communication in error, please immediately notify the sender by reply e-mail and destroy all copies of the communication and any attachments.

Lumen Facility Map



5/8/2025, 2:42:16 PM

1:4,514
 0 0.04 0.07 0.1 0.15 mi
 0 0.05 0.1 0.2 km

- Local Copper UG Route
- Local Copper Aerial Route
- Fiber Cables
- Underground, In Service
- Underground, In Service
- Fiber Routes
- Underground, In Service

Eri Community Maps Contributors, City of Fargo, City of Moorhead, County of Cass, ND, State of North Dakota, © OpenStreetMap, Microsoft, Eri, TomTom, Garmin, SafeGraph, GeoTechnologies, Inc. MET/NASA, USGS, EPA, NPS, US Census Bureau, USDA, USEFWS

Note: Facilities shown are only approximate and Lumen hereby disclaims any responsibility to third parties for the accuracy of this information. Persons working in the area must contact statewide Call-Before-You-Dig systems.



May 9, 2025

Scott Middaugh
KLJ
Re: Red River Bridge Replacement, Fargo-Moorhead

Dear Scott,

The North Dakota Parks and Recreation Department (NDPRD) has reviewed the above-referenced ND Red River Bridge Replacement project in Fargo-Moorhead.

NDPRD's scope of authority and expertise covers properties that NDPRD owns, leases, or manages; properties protected under Section 6(f) of the Land and Water Conservation Fund (LWCF); rare plants; and ecological communities established through the Natural Heritage Program.

The project does not appear to affect the properties NDPRD owns, leases, or manages positively.

The project does not appear to affect any properties protected under Section 6(f) of the LWCF.

A North Dakota Natural Heritage biological conservation database query determines whether any current or historical plant or animal species of concern or other significant ecological communities are known to occur within an approximate one-mile radius of the project area. Based on this review, we have no known plant and animal species of concern or significant ecological communities documented within or immediately adjacent to the project site.

We appreciate your commitment to rare plant, animal, and ecological community conservation, management, and inter-agency cooperation. For additional information, please contact Kathy Duttenhefner at 701-328-5370, 701-220-3377 (cell), or kgduttenhefner@nd.gov.

Thank you for the opportunity to comment on the proposed project.

Sincerely,
Kathy Duttenhefner

Kathy Duttenhefner, Chief Natural Resources Division

North Dakota Natural Heritage Inventory
 Rare Animal and Plant Species and Significant Ecological Communities

| State Scientific Name | State Common Name | State Rank | Global Rank | Federal Status | Township Range Section | County | Last Observation | Estimated Representation Accuracy | Precision |
|--------------------------------|----------------------|------------|-------------|----------------|---|--------|------------------|-----------------------------------|-----------|
| <i>Coccyzus americanus</i> | Yellow-billed Cuckoo | SU | G5 | PS | 140N049W - 36; 139N048W - 05; 140N049W - 25; 140N048W - 29; 140N048W - 32; 139N049W - 01; 139N049W - 02; 140N048W - 31; 140N048W - 30; 140N049W - 35; 140N049W - 26; 139N048W - 06 | Cass | 1964-06-17 | | M |
| <i>Crataegus mollis</i> | Downy Hawthorn | S1 | G5 | | 140N048W - 32; 140N049W - 28; 139N049W - 04; 139N049W - 11; 140N048W - 29; 140N049W - 21; 140N049W - 12; 140N049W - 34; 140N049W - 24; 140N048W - 31; 140N049W - 35; 139N048W - 30; 139N049W - 12; 139N048W - 18; 140N049W - 27; 139N048W - 06; 140N048W - 21 | Cass | 1913-06-08 | | G |
| <i>Crataegus mollis</i> | Downy Hawthorn | S1 | G5 | | 140N048W - 31; 140N048W - 32; 140N048W - 29; 140N048W - 30 | Cass | 1941-08-23 | | S |
| <i>Eleocharis wolfii</i> | Wolf's Spikerush | SH | G3G4 | | 140N049W - 36; 140N049W - 35; 139N049W - 01; 140N048W - 31; 140N049W - 25; 139N048W - 06; 139N049W - 02; 140N049W - 26; 140N048W - 30 | Cass | 1901-05-29 | | M |
| <i>Falco peregrinus</i> | Peregrine Falcon | SNR | G4 | | 139N048W - 07; 139N049W - 01; 139N048W - 05; 139N049W - 13; 139N049W - 12; 139N048W - 18; 139N048W - 06; 139N048W - 08; 139N048W - 17 | Cass | 1990 | | M |
| <i>Mimus polyglottos</i> | Northern Mockingbird | SU | G5 | | 140N048W - 31; 140N049W - 32; 140N049W - 25; 139N049W - 05; 140N048W - 20; 139N048W - 20; 140N048W - 28; 139N049W - 22; 139N048W - 19; 140N049W - 22; 139N048W - 07; 139N049W - 12; 139N048W - 08; 140N049W - 21; 140N049W - 12; 139N048W - 05; 140N049W - 33 | Cass | 1946-07-28 | | G |
| <i>Moxostoma valenciennesi</i> | Greater Redhorse | S2 | G4 | | 139N048W - 07 | Cass | 1974-10 | | S |
| <i>Percina caprodes</i> | Logperch | S3 | G5 | | 140N048W - 32; 140N048W - 30; 140N048W - 31; 139N048W - 05; 139N048W - 06; 139N048W - 07; 139N048W - 08; 140N048W - 29 | Cass | 1982 | | M |
| <i>Solidago flexicaulis</i> | Zigzag Goldenrod | S2 | G5 | | 139N048W - 05; 140N048W - 32; 139N048W - 06; 139N048W - 07; 139N048W - 08; 140N048W - 31 | Cass | 1937-09-03 | | M |

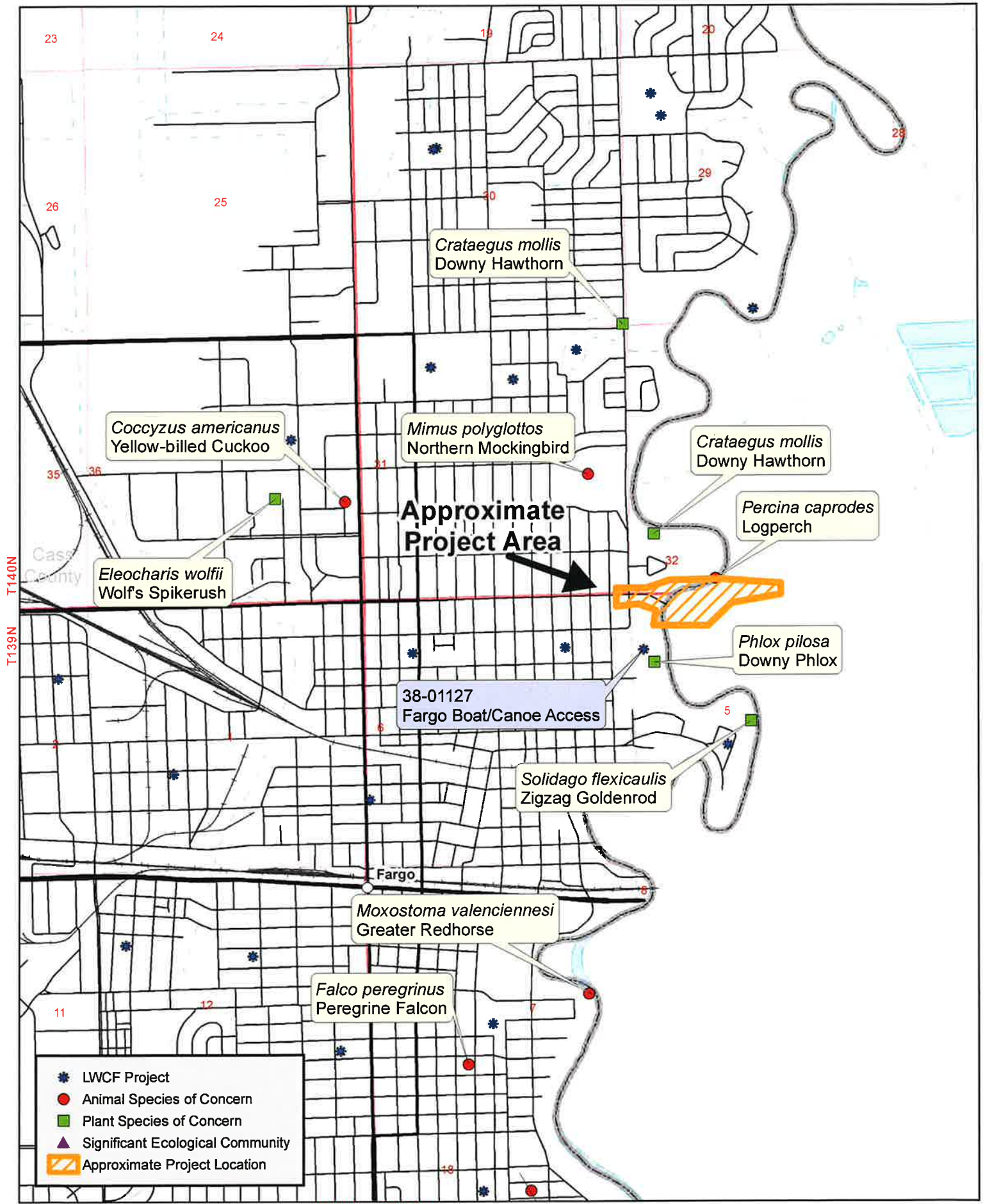
Project Name

Project Number

Fargo Boat/Canoe Access

38-01127

North Dakota Parks and Recreation Department North Dakota Natural Heritage Inventory



- ✱ LWCF Project
- Animal Species of Concern
- Plant Species of Concern
- ▲ Significant Ecological Community
- ▨ Approximate Project Location

May 21, 2025

Brigid Gombold
NEPA Senior Environmental Planner
KLJ Engineering
1660 South Highway 100, Suite 340
Saint Louis Park, MN 55416
Brigid.gombold@kljeng.com

RE: Solicitation of Views Request – Land and Water Conservation Fund Property Review

Project: Red River Bridge Replacement, Fargo - Moorhead

Project SOV Review Date: May 9, 2025

County: Cass

Dear Ms. Gombold,

Thank you for reaching out for clarification on the LWCF boundary regarding the Red River Bridge Replacement project located in Fargo – Moorhead.

Potential LWCF Properties Reviewed:

38-01127 Fargo Boat/Canoe Access

Upon assessing the boundary and project proposal, the grant coordinator (ASLO) concluded that *there will be an impact* from the expansion of the Red River Bridge on the LWCF Fargo Boat/Canoe Access property south of the bridge. The Fargo Boat/Canoe Access LWCF property borders the south side of the bridge, so if the bridge is expanded to the south, some of the recreational value will be lost. If the bridge is expanded to the north, there is *no impact* on any LWCF property.

As part of the LWCF Boundary requirements, an LWCF boundary may not be converted to any use other than outdoor recreation without prior approval from the NDPRD and National Park Service. The entire project site identified in the map attached to this letter is subject to public law 88-578 Section 6(F).

For more information about this, please see the resources below:

Land and Water Conservation Fund Manual - https://www.nps.gov/subjects/lwcf/upload/lwcf_manual.pdf

ND Land and Water Conservation Fund Website - <https://www.parkrec.nd.gov/business/grants/land-and-water-conservation-fund>

Thank you for reviewing the project to ensure the integrity of the LWCF program remains intact!

Sincerely,



Char Langehaug
Grants Coordinator

701.328.5364 • 701.220.2820 • parkrec.nd.gov

604 East Boulevard Avenue Dept. 750 | Bismarck, ND 58505

PHONE: 701-328-5357 | FAX: 701-328-5363 | EMAIL: parkrec@nd.gov | WEBSITE: www.parkrec.nd.gov

Fargo Boat/Canoe Access

Fargo, Cass, 38-01127

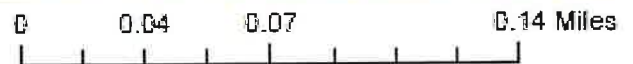


Prepared by Gabriel Bjergaard, NDPRD

2023 North Dakota Aerial Imagery

 LWCF Boundary **Acres 41.8**

Acres listed is an estimate and not official deeded acres



Casey Engelhard

From: Anderson, Fred J. <fjanderson@nd.gov>
Sent: Monday, May 12, 2025 11:17 AM
To: 12thAveBridge
Subject: N.D. Geological Survey Comments: City of Fargo Project QR-25-B0 - Red River Bridge Replacement-12th Ave. Fargo/15th Ave Moorhead

You don't often get email from fjanderson@nd.gov. [Learn why this is important](#)

CAUTION: This email originated from outside the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Dear Mr. Middaugh,

The North Dakota Survey appreciates the opportunity to review and provide comments on this civil infrastructure improvement project.

We reviewed the project location and areal footprint against our current landslide mapping information (LiDAR differencing from 2008 to 2020) for this area and would note the following:

- There appeared to be some localized erosion (Qlsa) within a previously mapped area of slumping (Qls) on the northwestern (ND Side) of the Red River and adjacent to the southeastward bend of 12th Ave N.
- No recently active areas of slumping were noted on the Minnesota side of the river within the project boundary.

Here is a link to the Fargo North Landslide Quadrangle for your reference: https://www.dmr.nd.gov/ndgs/landslides/Fargo/Fargo_North_24K_L.pdf

All our landslide mapping information for North Dakota can be found here: <https://www.dmr.nd.gov/dmr/ndgs/landslides>

Please let us know if there are any additional questions or comments regarding this review.

Regards,

Fred J. Anderson
Geologist

701.328.8000 (O) . fjanderson@nd.gov . www.dmr.nd.gov

NORTH
Dakota | Mineral Resources
Be Legendary.™

Casey Engelhard

From: Christine Holland <christine@riverkeepers.org>
Sent: Tuesday, May 13, 2025 11:13 AM
To: 12thAveBridge
Subject: Re: Solicitation of Views Letter - City of Fargo Project QR-25-B0, Red River Bridge Replacement - 12th Ave. Fargo/15th Ave. Moorhead

CAUTION: This email originated from outside the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Hello,

Thank you for the opportunity to comment on the proposed new 12th Ave. N. Bridge across the Red River. River Keepers agrees that the new bridge should be high enough to not impede flood waters. We would also like to see good pedestrian access across and under the bridge.

Thank you,

Christine Holland

Executive Director/River Keepers

Phone: 701-235-2895 **Web:** riverkeepers.org or facebook.com/RiverKeepersFM/



On Fri, May 2, 2025 at 3:12 PM 12thAveBridge <12thAveBridge@kljeng.com> wrote:

Hello,

Please find the attached solicitation of views letter for the proposed replacement of the bridge crossing over the Red River of the North connecting 12th Avenue North in Fargo, Cass County, North Dakota, and 15th Avenue North in Moorhead, Clay County, Minnesota. The bridge serves as a critical two-state river crossing connecting North Dakota and Minnesota within the Fargo-Moorhead metropolitan area.

It is requested that any comments or information be forwarded to our office on or before June 6, 2025.

Thanks,

Scott Middaugh PE
KLJ - West Fargo
701-271-4871 Direct
701-799-5639 Cell

Casey Engelhard

From: Walker, Michael O CIV USCG D9 (USA) <Michael.O.Walker2@uscg.mil>
Sent: Tuesday, May 13, 2025 11:42 AM
To: 12thAveBridge
Cc: Stanifer, William B CIV DHS (USA); Soule, Lee D CIV USCG D9 (USA); Washburn, Eric A CIV USCG D8 (USA)
Subject: Jurisdictional Determination - Red River Bridge, Moorhead, Clay County, MN
Attachments: B153 - 2025.05.13 - Red River Bridge Moorhead MN - AA.pdf

Good Afternoon, Mr. Middaugh:

I have attached our response to your letter dated May 2, 2025, which we received on May 9, 2025 regarding the Red River Bridge. Once you've had a chance to review, please let us know if you have any questions. Since your project crosses the boundaries of the Eighth and Ninth Coast Guard Districts, I am copying their office with our reply. Please note that our determination relates only to the reach of the jurisdiction of the Ninth Coast Guard District. Thank you.

V/r,

Michael Odell Walker
Bridge Management Specialist
9th Coast Guard District (dpb)
Phone: (216) 902-6087
Fax: (216) 902-6088

U.S. Department of
Homeland Security

United States
Coast Guard



Commander
Ninth Coast Guard District

1240 E 9th St
Cleveland, OH 44199
Staff Symbol: (dpb)
Phone: (216) 902-6086
Fax: (216) 902-6088
Email: william.b.stanifer@uscg.mil

16590
May 13, 2025
B-153/mow

Scott Middaugh, PE
KLJ Engineering
300 23rd Avenue East, Suite 100
West Fargo, ND 58078-7820

Dear Mr. Middaugh:

This letter responds to your letter on behalf of the City of Fargo, North Dakota dated May 2, 2025 regarding the proposed replacement of the Red River Bridge connecting 12th Avenue North in Fargo and 15th Avenue North in Moorhead, Clay County, Minnesota. We have determined that reach of the waterway within the boundaries of the State of Minnesota and the Ninth Coast Guard District meets the Coast Guard's requirements for advance approval under 33 CFR 115.70. Therefore, a Coast Guard bridge permit is not required for the subject bridge project. Advance approval is based upon the current use of the waterway and may not apply to future projects in the event navigation on the waterway changes. For advance approval waterways, the clearances provided for high water stages are considered adequate to meet the needs of current navigation.

Although this project will not require a bridge permit, we do require certain information to ensure we have accurate records for all bridges across this waterway. Please submit photographs and as-built drawings of both plan and elevation views of the bridges upon completion of the project. Plans should be in the standard 8 ½ x 11 inch format. The drawings, along with the enclosed Completion Report Form, must indicate the vertical clearance from ordinary high water to the lowest portion of each bridge and horizontal clearance, pier face to pier face, or bank to bank, in the main navigation span. Additionally, the contractor for this project should contact our office at least 30 days to the start of construction activities in the waterway so we may coordinate with them and advise mariners of work in the waterway.

In addition, the requirement to display navigational lighting at the aforementioned bridge is hereby waived as per Title 33 Code of Federal Regulations, Part 118.40(b). This waiver may be rescinded in the future should nighttime navigation through the bridges be increased to a level determined by the District Commander to warrant lighting.

Please note this decision relates only to Coast Guard bridge permitting and does not relieve the applicant of the responsibility to comply with any other applicable federal, state or local laws and regulations that may apply to this project.

If you have any questions about this matter, please contact Mr. Michael Walker at (216) 902-6087 or michael.o.walker2@uscg.mil or Lee D. Soule at lee.d.soule@uscg.mil or (216) 902-6085.

Sincerely,

STANIFER.WILLI
AM.B.1053987350
Digitally signed by
STANIFER.WILLIAM.B.10539873
50
Date: 2025.05.13 12:28:42 -04'00'

W. B. STANIFER
Chief, Bridge Branch
U. S. Coast Guard
By direction

May 20, 2025

Scott Middaugh, P.E.
 Project Manager
 KLJ Engineering
 300 23rd Avenue E, Suite 100
 West Fargo, ND 58078-7820

Re: Project Code: QR-25-B0, City of Fargo Red River Bridge Replacement in Cass County

Dear Mr. Middaugh:

The North Dakota Department of Environmental Quality (Department) has reviewed the information concerning the above-referenced project received at the Department on May 8, 2025, with respect to possible environmental impacts.

1. Necessary measures should be taken to minimize fugitive dust emissions created during construction activities. Any complaints that may arise should be dealt with in an efficient and effective manner.
2. Aggregate to be used for road construction should not contain any erionite. Aggregate sources should be tested for erionite following guidelines found at <https://deq.nd.gov/erionite>. For questions regarding erionite testing, please contact the Asbestos Program at 701-328-5166 or asbestos@nd.gov.
3. Care is to be taken during construction activity near any water of the state to minimize adverse effects on a water body. This includes minimal disturbance of stream beds and banks to prevent excess siltation, and the replacement and revegetation of any disturbed area as soon as possible after work has been completed. Caution must also be taken to prevent spills of oil and grease that may reach the receiving water from equipment maintenance and/or the handling of fuels on the site. Guidelines for minimizing degradation to waterways during construction are attached.
4. Projects disturbing one or more acres are required to have a permit to discharge stormwater runoff until the site is stabilized by the re-establishment of vegetation or other permanent cover. Further information on the stormwater permit may be obtained from the Department's website or by calling the Division of Water Quality at 701-328-5210. Projects disturbing less than one acre are also required to have a permit to discharge stormwater runoff if they are part of a larger common plan of development or sale that disturbs one or more acres. Projects that discharge to a water body that has a total maximum daily load allocation or is listed as impaired under Section 303(d) of the Federal Clean Water Act should ensure construction activity does not affect the water body.

4201 Normandy Street | Bismarck ND 58503-1324 | Fax 701-328-5200 | deq.nd.gov

Director's Office
701-328-5150

Division of
Air Quality
701-328-5188

Division of
Municipal Facilities
701-328-5211

Division of
Waste Management
701-328-5166

Division of
Water Quality
701-328-5210

Division of Chemistry
701-328-6140
2635 East Main Ave
Bismarck ND 58501

Slurry, residue, and concrete wash water resulting from concrete activities must be managed to prevent the material from adversely affecting waters of the state.

The city of Fargo is required to consider and address post-construction stormwater quality as part of its North Dakota Pollutant Discharge Elimination System (NDPDES) Small Municipal Separate Storm Sewer System (MS4) General Permit obligations. Check with local officials to be sure local MS4 Program considerations are addressed.

5. Many steel structures (such as water towers and bridges) are coated with lead-based paint. A method of pollution control shall be used to contain the wastes generated during the paint removal process including an impermeable ground cover. All visible deposits of waste must be recovered and removed. Lead-contaminated waste must be containerized and characterized, to determine if the waste is a hazardous waste, prior to transporting offsite for disposal.
6. All solid waste materials must be managed and transported in accordance with the state's solid and hazardous waste rules. Appropriate efforts to reduce, reuse and/or recycle waste materials are strongly encouraged. As appropriate, segregation of inert waste from non-inert waste can generally reduce the cost of waste management. Further information on waste management and recycling is available from the Department's Division of Waste Management at 701-328-5166.
7. Polychlorinated Biphenyls, commonly referred to as PCBs, can be found in electrical equipment older than 1980. Projects that involve the removal of fluid-filled electrical equipment, heat transfer equipment, older fluorescent lights, caulks and paints must ensure that all materials are PCB-free. Any PCB-containing waste must be handled, stored, and disposed of appropriately. Questions on proper PCB management may be direct to the Hazardous Waste Program at 701-328-5166.

The Department owns no land in or adjacent to the proposed improvements, nor does it have any projects scheduled in the area. In addition, we believe the proposed activities are consistent with the State Implementation Plan for the Control of Air Pollution for the State of North Dakota.

If you have any questions regarding our comments, please feel free to contact this office.

Sincerely,



Karl Rockeman, P.E., Deputy Director
North Dakota Department of Environmental Quality

KR:ll
Attach.

Construction and Environmental Disturbance Requirements

The following are the minimum requirements of the North Dakota Department of Environmental Quality (Department) for projects that involve construction and environmental disturbance in or near waters of the State of North Dakota. They ensure that minimal environmental degradation occurs as a result of construction or related work which has the potential to affect waters of the state. All projects must be constructed to minimize the loss of soil, vegetative cover, and pollutants (chemical or biological) from a site.

Soils

Prevent the erosion and sediment loss using erosion and sediment controls. Fragile and sensitive areas such as wetlands, riparian zones, delicate flora, and land resources must be prohibited against compaction, vegetation loss and unnecessary damage.

Surface Waters

All construction must be managed to minimize impacts to aquatic systems. Follow safe storage and handling procedures to prevent the contamination of water from fuel spills, lubricants, and chemicals. Stream bank and stream bed disturbances must be contained to minimize silt movement, nutrient upsurges, plant dislocations, and any physical chemicals, or biological disruption. The use of pesticides or herbicides in or near surface waters is allowed under the Department's pesticide application permit with notification to the Department.

Fill Material

Any fill material placed below the ordinary high-water mark must be free of topsoil, decomposable materials, and persistent synthetic organic compounds, including, but not limited to, asphalt, tires, treated lumber, and construction debris. The Department may require testing of fill material. All temporary fills must be removed. Debris and solid waste must be properly disposed or recycled. Impacted areas must be restored to near original condition.

Casey Engelhard

From: Nygard, Jeremy S CIV USARMY CENWO (USA) <Jeremy.S.Nygard@usace.army.mil>
Sent: Thursday, May 29, 2025 10:03 AM
To: 12thAveBridge
Subject: NWO-2025-00721-BIS, KLJ; City of Fargo; Project QR-25-B0 Red River Bridge Replacement - 12th Ave. Fargo/15th Ave. Moorhead
Attachments: NWO-2025-00721_20250527_SOV Response.pdf; Eng_Form_6082_2024Nov FINAL.pdf

Good Morning Scott Middaugh,

Our office has reviewed the information you provided regarding the proposed project and determined that a U.S. Army Corps of Engineers Section 404 permit may be required for your project. Please see attached letter and blank application form. Thank you,

v/r

Jeremy Nygard
Regulatory Program Assistant
U.S. Army Corps of Engineers
North Dakota Regulatory Office
3319 University Drive
Bismarck, ND 58504
Direct: 701-989-6425
Office General Line: 701-255-0015

The North Dakota Regulatory office prefers that all submissions are sent electronically to the ***NEW* Regulatory Request System (RRS)** at <https://rrs.usace.army.mil/rrs> or the following email address: CENWO-OD-RND@usace.army.mil instead of a hard copy by mail. Please split large attachments (>25 MB) into multiple emails if needed.



DEPARTMENT OF THE ARMY
CORPS OF ENGINEERS, OMAHA DISTRICT
NORTH DAKOTA REGULATORY OFFICE
3319 UNIVERSITY DRIVE
BISMARCK, NORTH DAKOTA 58504-7565

May 27, 2025

NWO-2025-00721-BIS

KLJ

Attn: Mr. Scott Middaugh
300 - 23rd Avenue East, Suite 100
West Fargo, North Dakota 58078

Dear Mr. Middaugh:

This is in response to information received on May 2, 2025, regarding the proposed City of Fargo, Red River Bridge Replacement, Project QR-25-B0. The project is located at Latitude 46.889892° North, Longitude -96.77458° West, City of Fargo, Cass County, North Dakota.

U. S. Army Corps of Engineers Regulatory Offices administer Section 10 of the Rivers and Harbors Act (Section 10) and Section 404 of the Clean Water Act (Section 404). A Section 10 permit would be required for work impacting navigable waters, this includes work over, through, or under Section 10 waters. Section 10 waters in North Dakota are the Missouri River (including Lake Sakakawea and Lake Oahe), Yellowstone River, James River (south of the railroad tracks in Jamestown, North Dakota), Bois de Sioux River, Red River of the North, and Upper Des Lacs Lake. A Section 404 permit would be required for the discharge of dredge or fill material (temporarily or permanently) in waters of the United States. Waters of the United States may include, but are not limited to, rivers, streams, ditches, coulees, lakes, ponds, and their adjacent wetlands. Fill material includes, but is not limited to, rock, sand, soil, clay, plastics, construction debris, wood chips, overburden from mines or other excavation activities and materials used to create any structure or infrastructure in waters of the United States.

Bridges that cross navigable waters are permitted by the U. S. Coast Guard under Section 9 of the Rivers and Harbors Act. Information about the Coast Guard's Bridge Permitting Program may be found at : <https://www.dco.uscg.mil/Our-Organization/Assistant-Commandant-for-Prevention-Policy-CG-5P/Marine-Transportation-Systems-CG-5PW/Office-of-Bridge-Programs/Bridge-Permit-Application-Process/>.

Based on the information contained in your letter, the Corps has determined that your proposed project may need a Section 404 permit. The permit application and instructions for completing the application are enclosed and may also be found at: <http://www.usace.army.mil/Missions/Civil-Works/Regulatory-Program-and-Permits/Obtain-a-Permit>. Be sure to accurately describe all proposed work and

construction methodology. Once the application is complete, mail it to the letterhead address or to the email address (preferred) below.

The North Dakota Regulatory office prefers that all submissions are sent electronically to the following email address: CENWO-OD-RND@usace.army.mil instead of a hard copy by mail. Please split large attachments (>25 MB) into multiple emails if needed.

Because your project crosses the Red River of the North from North Dakota into Minnesota, a separate review for Section 404 permitting is also required by the U.S. Army Corps of Engineers, St. Paul District Office, Regulatory Branch. They can be contacted at 651-290-5525 or by email at [USACE Requests MN@usace.army.mil](mailto:USACE_Requests_MN@usace.army.mil). A copy of this letter and your original request will be sent to the St. Paul District Office.

Please refer to identification number NWO-2025-00721-BIS in any correspondence concerning this project. If you have any questions, please contact Jeremy Nygard at U.S. Army Corps of Engineers, North Dakota Regulatory Office, 3319 University Drive, Bismarck, North Dakota 58504-7565, by email at Jeremy.S.Nygaard@usace.army.mil, or telephone at 701-989-6425. For more information regarding our program, please visit our website at <http://www.nwo.usace.army.mil/Missions/RegulatoryProgram/NorthDakota.aspx>.

Sincerely,



for

Benjamin N. Soiseth
Chief, North Dakota Section

Enclosure

Casey Engelhard

From: Casey Engelhard
Sent: Friday, June 6, 2025 9:23 AM
To: Casey Engelhard
Subject: FW: Solicitation of Views Letter - City of Fargo Project QR-25-B0, Red River Bridge Replacement - 12th Ave. Fargo/15th Ave. Moorhead

From: Baird, Owen (DNR) <owen.baird@state.mn.us>
Sent: Wednesday, June 4, 2025 12:45 PM
To: 12thAveBridge <12thAveBridge@kljeng.com>
Cc: Scott Middaugh <Scott.Middaugh@kljeng.com>; jmclaughlin@houstoneng.com; aruud@houstoneng.com
Subject: FW: Solicitation of Views Letter - City of Fargo Project QR-25-B0, Red River Bridge Replacement - 12th Ave. Fargo/15th Ave. Moorhead

Some people who received this message don't often get email from owen.baird@state.mn.us. [Learn why this is important](#)

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Hi,

Thank you for the opportunity to provide early coordination comments on the City of Fargo Red River Bridge Replacement at 12th Ave. Fargo/15th Ave. Moorhead.

The project will likely require a Minnesota DNR [Public Waters Work Permit](#). Please contact Area Hydrologist Rodger Hemphill (Rodger.Hemphill@state.mn.us) regarding Public Water permitting. A floodplain permit may be needed from local authorities for project facilities within the floodway and floodplain.

The proposed project has the potential to impact known occurrences of state-protected species. To ensure compliance with Minnesota's Endangered Species Statute and Rules, please submit a [Natural Heritage Review](#) request through the [Minnesota Conservation Explorer \(mce.dnr.state.mn.us\)](https://mce.dnr.state.mn.us).

Please be aware of the rock-arch rapids structure in the Red River on the downstream side of the project area. Any realignment must avoid impacts to this structure. Also note that the public water access site within the project area is popular with shore anglers.

Please contact me (owen.baird@state.mn.us) with any concerns or questions.

Thank you,

Owen Baird

Regional Environmental Assessment Ecologist | Ecological and Water Resources

Minnesota Department of Natural Resources

Phone: 218-580-0381

owen.baird@state.mn.us

mndnr.gov



From: 12thAveBridge <12thAveBridge@kljeng.com>
Sent: Friday, May 2, 2025 3:13 PM
Cc: Scott Middaugh <Scott.Middaugh@kljeng.com>; jmclaughlin@houstoneng.com; aruud@houstoneng.com
Subject: Solicitation of Views Letter - City of Fargo Project QR-25-B0, Red River Bridge Replacement - 12th Ave. Fargo/15th Ave. Moorhead

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Hello,

Please find the attached solicitation of views letter for the proposed replacement of the bridge crossing over the Red River of the North connecting 12th Avenue North in Fargo, Cass County, North Dakota, and 15th Avenue North in Moorhead, Clay County, Minnesota. The bridge serves as a critical two-state river crossing connecting North Dakota and Minnesota within the Fargo-Moorhead metropolitan area.

It is requested that any comments or information be forwarded to our office on or before June 6, 2025.

Thanks,

Scott Middaugh PE
KLJ - West Fargo
701-271-4871 Direct
701-799-5639 Cell

Casey Engelhard

From: Gerrity, Michelle L. <mlgerrity@nd.gov>
Sent: Wednesday, June 4, 2025 8:36 AM
To: 12thAveBridge
Subject: Environmental Review
Attachments: Project No City of fargo Project QR-25-BO Red River Bridge Replacement - 12th Ave Fargo-15th Ave Moorhead Fargo, Cass County, ND & Moorhead, Clay County, Minnesota..pdf; Letter 6 - NDDWR_QR-25-B0.pdf

You don't often get email from mlgerrity@nd.gov. [Learn why this is important](#)

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Good morning

Please see the attached information on the environmental review that was requested. Thank you!

[Michelle Gerrity](#)

Administrative Assistant

701.328.4989 (o) • 701.328.3696 (f) • mlgerrity@nd.gov • www.dwr.nd.gov



701.328.2750 • dwr.nd.gov • 1200 Memorial Highway • Bismarck, ND 58504



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June 2, 2025

Mr. Scott Middaugh

KLJ Engineering
300 23rd Avenue E #100
West Fargo, ND 58078
12thavebridge@kljeng.com
701-271-4871

Dear Mr. Middaugh,

This is in response to your request for a review of the environmental impacts associated with the City of Fargo Project QR-25-BO, located in Cass County, North Dakota.

The proposed project has been reviewed by Department of Water Resources (DWR), and the following comments are provided:

- Initial review indicates the project does not require a conditional or temporary permit for water appropriation. However, if surface water or groundwater will be diverted for construction of any future projects identified in the plan, a water permit will be required per North Dakota Century Code § 61-04-02. Please consult with the DWR Water Appropriation Division if you have any questions at (701) 328-2754 or appropinfo@nd.gov.
- The Project's location includes the Fargo 12th Avenue North Dam. Any potential modification of the dam may require a construction permit from the DWR according to North Dakota Century Code §61-16.1-38. Please contact the DWR Regulatory Division at 701-328-4956 if you have any questions.
- There is a FEMA National Flood Insurance Program (NFIP) regulatory floodplain identified or mapped where this proposed project is to take place. Impacted areas are designated to be in NFIP Zone AE, with floodway. The State of North Dakota has no formal NFIP permitting authority, as all NFIP permitting decisions are considered by impacted NFIP participating communities, which is the community with zoning authority for the area in question. Please work directly with the local floodplain administrator of the zoning authority impacted to achieve NFIP and community compliance.
- Any work within the ordinary high water mark (OHWM) of the Red River requires prior authorization from DWR; therefore, an Authorization To Construct a Project Within Sovereign Lands permit is necessary prior to construction of this project. For more information, feel free to contact DWR's Sovereign Land Specialist at 701-328-4988 or awinkelman@nd.gov.

Thank you for the opportunity to provide review comments. Should you have further questions, please contact me at 701-328-4970 or kyrkoski@nd.gov.

Sincerely,



Kyle Yrkoski

Casey Engelhard

From: Hayek, Thomas J Jr CIV USARMY CEMVP (USA) <Tom.J.Hayek@usace.army.mil>
Sent: Wednesday, June 4, 2025 11:58 AM
To: 12thAveBridge
Subject: RE: NWO-2025-00721-BIS, KLJ; City of Fargo; Project QR-25-B0 Red River Bridge Replacement - 12th Ave. Fargo/15th Ave. Moorhead

Scott,

I'm following up from Jeremy's communication below. I am a Regulatory Specialist with the USACE St. Paul District and can help with further project coordination.

Respectfully,

Tom Hayek Jr.
US Army Corps of Engineers
Regulatory Division, St. Paul District
332 Minnesota Street, Suite E1500
St. Paul, Minnesota 55101
Office: (651) 290-5344
tom.j.hayek@usace.army.mil

From: Nygard, Jeremy S CIV USARMY CENWO (USA) <Jeremy.S.Nygard@usace.army.mil>
Sent: Thursday, May 29, 2025 10:13 AM
To: USACE_Requests_MN <USACE_Requests_MN@usace.army.mil>
Subject: NWO-2025-00721-BIS, KLJ; City of Fargo; Project QR-25-B0 Red River Bridge Replacement - 12th Ave. Fargo/15th Ave. Moorhead

Good Afternoon,

Please see the attached SOV request and the response letter from our office that I just sent to KLJ. Before drafting the response letter, I sent this information to Michelle Prosser and she said that this proposal does not impact the federal project and will not require a Section 408 review (it's outside of the federal reach). Thanks,

v/r

Jeremy Nygard
Regulatory Program Assistant
U.S. Army Corps of Engineers
North Dakota Regulatory Office
3319 University Drive
Bismarck, ND 58504
Direct: 701-989-6425
Office General Line: 701-255-0015

The North Dakota Regulatory office prefers that all submissions are sent electronically to the ***NEW* Regulatory Request System (RRS)** at <https://rrs.usace.army.mil/rrs> or the following email address: CENWO-OD-



July 2, 2025

Scott Middaugh
Environmental Project Manager
KLJ Engineering
Scott.Middaugh@kljeng.com

Re: City of Fargo Project QR-25-BO

Dear Mr. Middaugh,

The North Dakota Game and Fish Department (Department) has received notification of the City of Fargo application (Project) to replace a deteriorating bridge with a new structure on the Red River in Cass County, ND. The Project bridge connects Fargo, ND with Moorhead, MN via 12th Ave & 15th Ave over the Red River of the North.

The Department recommends that any in-water work associated with bridge removal/replacement avoid the April 15 – June 1 time frame to allow for undisturbed seasonal fish movement and spring spawning activities. Riprap associated with the bridge replacement should be sunk one foot below the bottom of the streambed. We also request that the potential for sedimentation entering the waterway during removal be minimized with the use of appropriate erosion control measures. Any debris from demolition should not be allowed to enter the waterway. Additionally, any disturbed areas shall be reseeded to an approved native pollinator mixture. As alternatives to bridge alignment are considered, the Department requests updates as those options are evaluated and/or decided upon.

Bridge structures provide potential summer roosting habitat for bat species. The Department requests that presence surveys be conducted prior to work being initiated. If bats are found to be present, the Department or the U.S. Fish and Wildlife Service North Dakota Ecological Services Field Office should be contacted for further guidance.

Aquatic Nuisance Species (ANS) rules enacted by the Department are to prevent the introduction of undesirable species of plants and animals. Preventive measures are now required to bring equipment into the state. The contractor, his agents, or subcontractors, must provide the Department a reasonable opportunity to inspect all vehicles, vessels, pumps, and equipment utilized in waters of the state prior to those items being deployed. An inspection checklist (attached) must be provided to the Department's ANS Coordinator at least two weeks prior to the date of equipment arrival. Once equipment is in route and/or on site, a minimum of 72-hour notice must be provided to the Department for scheduling an inspection. To submit the inspection checklist and coordinate an inspection, contact the Department's ANS Coordinator, Ben Holen, via phone at (701)-368-9117 or email bholen@nd.gov.

Sincerely,

A handwritten signature in black ink, appearing to read 'Bruce Kreft', followed by a long horizontal line extending to the right.

Bruce Kreft, Chief
Conservation & Communications Division

Casey Engelhard

From: Isakson, Patrick T. <pisakson@nd.gov>
Sent: Friday, February 20, 2026 8:15 AM
To: Casey Engelhard
Subject: Re: City of Fargo 12th Avenue Bridge Replacement -- NDGFD SOV Response

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Casey,

Thank you for checking back in. In this instance we are fine with returning the area back to turf grass. Let me know if you need anything else from us.

[Patrick Isakson](#)
Conservation Manager

(701) 328-6338 • pisakson@nd.gov • gf.nd.gov



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From: Kreft, Bruce L. <bkreft@nd.gov>
Sent: Wednesday, February 18, 2026 3:57 PM
To: Isakson, Patrick T. <pisakson@nd.gov>
Subject: FW: City of Fargo 12th Avenue Bridge Replacement -- NDGFD SOV Response

From: Casey Engelhard <casey.engelhard@kljeng.com>
Sent: Wednesday, February 18, 2026 3:43 PM
To: Kreft, Bruce L. <bkreft@nd.gov>
Cc: Tina Robinson <Tina.Robinson@kljeng.com>
Subject: City of Fargo 12th Avenue Bridge Replacement -- NDGFD SOV Response

You don't often get email from casey.engelhard@kljeng.com. [Learn why this is important](#)

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

Good afternoon Mr. Kreft,

On July 2, 2025, you sent us a solicitation of views response for the City of Fargo 12th Avenue Bridge Replacement project. I have attached your response.

We are going through agency responses to ensure we are covering all agency requirements in the design of the project. In the response, you stated that “any disturbed areas shall be reseeded to an approved native pollinator mix”. Does this apply to areas that are currently turf grass around Jack Williams Stadium and residential areas that are frequently mowed? These areas are often exempt from the requirement to plant native pollinator mixes, especially residences.

Below is an image for reference of one of the areas that consists of turf grass and is frequently mowed.



Regards,

Casey Engelhard



701-271-4842

kljeng.com

Casey Engelhard

From: Stavrianopoulos, John <Stavrianopoulos@WAPA.GOV>
Sent: Thursday, July 10, 2025 1:48 PM
To: 12thAveBridge
Cc: Scott Middaugh; jmclaughlin@houstoneng.com; aruud@houstoneng.com
Subject: RE: [EXTERNAL] Solicitation of Views Letter - City of Fargo Project QR-25-B0, Red River Bridge Replacement - 12th Ave. Fargo/15th Ave. Moorhead

Some people who received this message don't often get email from stavrianopoulos@wapa.gov. [Learn why this is important](#)

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Hello,

This email is to inform you that WAPA does not have any nearby facilities that will be impacted by the Red River Bridge replacement project as outlined in the plat provided.

We appreciate the opportunity to review and comment on your future plans.

Thank You,

John Stavrianopoulos | Transmission Lines Engineer
701-221-4555 | stavrianopoulos@wapa.gov
Western Area Power Administration | Upper Great Plains

From: Kress, Marc <Kress@WAPA.GOV>
Sent: Friday, May 2, 2025 3:30 PM
To: Olsen, Levi <LOlsen@WAPA.GOV>
Subject: FW: [EXTERNAL] Solicitation of Views Letter - City of Fargo Project QR-25-B0, Red River Bridge Replacement - 12th Ave. Fargo/15th Ave. Moorhead

Marc Kress | UGP Director of Transmission and Construction
Western Area Power Administration | Upper Great Plains Region | Bismarck, ND
(O) 605.353.2700 | (M) 701.204.1652 | kress@wapa.gov



**Western Area
Power Administration**

From: 12thAveBridge <12thAveBridge@kljeng.com>
Sent: Friday, May 2, 2025 3:13 PM
Cc: Scott Middaugh <Scott.Middaugh@kljeng.com>; jmclaughlin@houstoneng.com; aruud@houstoneng.com
Subject: [EXTERNAL] Solicitation of Views Letter - City of Fargo Project QR-25-B0, Red River Bridge Replacement - 12th Ave. Fargo/15th Ave. Moorhead

EXTERNAL E-MAIL: Before you click a link or open an attachment... STOP and THINK.
Forward any suspicious e-mail to spam@wapa.gov, or call WITCC at (720) 962-7111.

Hello,

Please find the attached solicitation of views letter for the proposed replacement of the bridge crossing over the Red River of the North connecting 12th Avenue North in Fargo, Cass County, North Dakota, and 15th Avenue North in Moorhead, Clay County, Minnesota. The bridge serves as a critical two-state river crossing connecting North Dakota and Minnesota within the Fargo-Moorhead metropolitan area.

It is requested that any comments or information be forwarded to our office on or before June 6, 2025.

Thanks,

Scott Middaugh PE
KLJ - West Fargo
701-271-4871 Direct
701-799-5639 Cell

March 4, 2026

Daniel Salas
Archaeologist III
KLJ Engineering

ND SHPO Ref.: 26-5283 “12th Avenue North/15th Avenue North Bridge Replacement (QR-25-B0) Project: A Class III Cultural Resource Inventory in Cass County, North Dakota” in portions of [T139N R48W Section 5, 6] [T140N R48W Section 31, 32] KLJ 3514

Dear Daniel,

We reviewed ND SHPO Ref.: 26-5283 “12th Avenue North/15th Avenue North Bridge Replacement (QR-25-B0) Project: A Class III Cultural Resource Inventory in Cass County, North Dakota” in portions of [T139N R48W Section 5, 6] [T140N R48W Section 31, 32] KLJ 3514 as submitted to our office on February 2, 2026, and find the report by Daniel Salas and Lauren Miller acceptable. We concur with a determination of “No Historic Properties Affected” for this project provided it takes place in the location and in the manner described in the documentation and provided all borrow comes from an approved source.

Thank you for the opportunity to review this project. Please include the ND SHPO Reference number listed above in further correspondence for this specific project. If you have any questions please contact Lisa Steckler, Historic Preservation Specialist at (701) 328-3577 or lsteckler@nd.gov

Sincerely,



for William D. Peterson, PhD
State Historic Preservation Officer
(North Dakota)

26-5283



April 2, 2026

Mariel Rodriguez
Historian III
KLJ Engineering

ND SHPO Ref.: 26-5283 Additional Consultation on 12th Avenue North/15th Avenue North Bridge Replacement (QR-25-B0) Project in portions of [T139N R48W Section 5, 6] [T140N R48W Section 31, 32]

Dear Mariel

We reviewed ND SHPO Ref.: 26-5283 Additional Consultation on 12th Avenue North/15th Avenue North Bridge Replacement (QR-25-B0) Project in portions of [T139N R48W Section 5, 6] [T140N R48W Section 31, 32] as submitted to our office on March 10, 2026. We continue to concur with a determination of “No Historic Properties Affected” for this project provided it takes place in the location and in the manner described in the documentation and provided all borrow comes from an approved source.

Thank you for the opportunity to review this project. Please include the ND SHPO Reference number listed above in further correspondence for this specific project. If you have any questions please contact Lisa Steckler, Historic Preservation Specialist at (701) 328-3577 or lsteckler@nd.gov

Sincerely,

for William D. Peterson, PhD
State Historic Preservation Officer
(North Dakota)

26-5283

Appendix B
MnDOT State Aid Review

Casey Engelhard

From: 12thAveBridge
Sent: Monday, May 19, 2025 8:26 AM
To: 'culturalresources.dot@state.mn.us'; 'protectedspecies.dot@state.mn.us';
'lucas.bistodeau@state.mn.us'
Cc: 'SaltEnvironmental.dot@state.mn.us'; Scott Middaugh; 'EHodgson@FargoND.gov';
'melissa.carson@dot.gov'; Ryan Wendel; John Crawford
Subject: Cultural, Noise, and Threatened & Endangered Review Request - Red River Bridge
Replacement, City of Fargo project QR-25-B0
Attachments: Cultural_Noise_Threatened_Endangered_StateAid_Red River Bridge Replacement.docx;
LocationMap_Red River Bridge Replacement.pdf

Hello,

Please find the attached MN State Aid Environmental Review items for the proposed replacement of the bridge crossing over the Red River of the North connecting 12th Avenue North in Fargo, Cass County, North Dakota, and 15th Avenue North in Moorhead, Clay County, Minnesota. The bridge serves as a critical two-state river crossing connecting North Dakota and Minnesota within the Fargo-Moorhead metropolitan area.

Scott Middaugh PE
KLJ
701-271-4871 Direct
701-799-5639 Cell
300 23rd Avenue East, Suite 100
West Fargo, ND 58078
kljeng.com



STATE AID FOR LOCAL TRANSPORTATION

Cultural, Noise, and Threatened & Endangered Review Request

PLEASE NOTE: Projects should be submitted at least two field seasons (April to November) before the letting date of the project, in order for our units to request or perform surveys necessary to comply with federal regulations. Additionally, please note if this project is part of a larger planning study or part of a phased larger project. All projects should review the noise information starting on page 3. If necessary, forward the requested information to the noise contact listed below.

DATE: _____

SEND ALL PROJECTS TO:

Cultural Resource Unit; culturalresources.dot@state.mn.us
Office of Environmental Stewardship, 395 John Ireland Blvd, MS 620, St Paul, MN 55155
(Questions, contact Cultural Resources email)

AND

Environmental Assessment Unit, Protected Species Program; protectedspecies.dot@state.mn.us;
Office of Environmental Stewardship, 395 John Ireland Blvd, MS 620, St Paul, MN 55155
(Questions, contact Chris Smith, 651-366-3605)

AND

Please copy SALT Environmental; SaltEnvironmental.dot@state.mn.us

Project Details

SP/SAP No.: The City of Fargo who is the Project proposer did not desire to pull a SP number yet because construction dollars have not been identified.

Include all tied State &/or State Aid project numbers: N/A

Does the project have FHWA funds? Yes No

Environmental Document Being Prepared: PM (CATEX) EA EIS EAW

Letting Date: Spring 2027

Anticipated Environmental Document Completion Date: Spring 2026

MnDOT District No.: 4 County: Clay County City: Moorhead

Highway No./Street Name: 15th Avenue Moorhead, MN

Project Termini: 12th Street Fargo, Red River Bridge, 15th Ave Moorhead Refer to attached map for project study area.

Road Type: TH CSAH County Road Township Road MSAS City Street Trail

Legal location: Twp. 139 N; 140N Range 48 W Section 5; 32

Does the project require a federal permit? (*e.g., Corps of Engineers Section 404 Permit*)

Yes No

Permitting Agency: Corps of Engineers Section 404 Permit

Is any part of the project within a reservation/on Tribal lands?

Yes No

If yes, which one: _____

Plans are: not yet available attached

Local, State, Federal and Tribal Government land owning entities within the project: City of Moorhead; City of Fargo; City of Fargo Park District

Project Contact Person:

Scott Middaugh, PE
Project Environmental Manager
300 23rd Avenue E Ste #100
West Fargo, ND 58078

Phone: 701-271-4871
Fax
Email: Scott.Middaugh@kljeng.com

Project Contact Person – Cultural Resources:

Ryan Wendel
Cultural Resources Specialist
2969 Airport Rd, Ste 1B
Helena, MT 59601-1201

Phone: 406-447-3356
Fax
Email: ryan.wendel@kljeng.com

Project Contact Person – Noise:

John Crawford, PE
Transportation Engineer
2759 Blue Water Rd, Ste 100
Eagan, MN 55121-1661

Phone: 651-726-5012
Fax
Email: john.crawford@kljeng.com

Sponsoring Agency (if different from project contact person)

Eric Hodgson, PE, City of Fargo
Civil Engineer
225 4th Street North
Fargo, ND 58102

Phone: 701-241-8582
Fax
Email: EHodgson@FargoND.gov

Sponsoring Agency (if different from project contact person)

Melissa Carson, FHWA ND Division
Environmental Project Manager
4503 Coleman Street, Ste # 205
Bismarck, ND 58503-0567

Phone: 701-221-9470
Fax
Email: melissa.carson@dot.gov

Brief, but complete narrative project description (e.g., changes to horizontal and vertical alignments, easements, acquisition, the existing vs. proposed R/W, traffic lane width, ditch profiles, etc. For bridge work, indicate whether the project will include filling and/or cutting. Include an anticipated general project depth of ground disturbance and a maximum depth of ground disturbance and/or excavation)

The City of Fargo, in coordination with the Federal Highway Administration, is proposing to replace the bridge crossing over the Red River of the North (Red River) connecting 12th Avenue North in Fargo, Cass County, North Dakota, and 15th Avenue North in Moorhead, Clay County, Minnesota. The bridge serves as a critical two-state river crossing connecting North Dakota and Minnesota within the Fargo-Moorhead metropolitan area. Alternatives to maintain the existing bridge alignment along with potential realignments connecting 12th

Avenue and 15th Avenue on both sides of the Red River will be evaluated. The proposed bridge alternatives will be developed to raise the bridge from its existing elevation to address closures during flood events by raising the structure out of the future, post-FM Diversion 100-year FEMA floodplain. It is anticipated that this increase in elevation will be approximately five feet. The project may require permanent and temporary right-of-way along 12th Avenue North in Fargo and 15th Avenue North in Moorhead.

Traffic lane width, easements and R/W acquisition, ditch profiles, depth of ground disturbance and excavation, and other project components are unknown at this time, as project design progress is minimal.

MnDOT Cultural Resources: An attached APE has been approved by the FHWA North Dakota Division. Please review the APE and provide any comments.

MnDOT Noise Specialist: FYI the scope of work includes noise analysis on the preferred alternative. KLJ will be in contact with you when that phase of the project has started.

The project will likely include:

| | | |
|--|--|--|
| <input checked="" type="checkbox"/> Resurfacing / rehabilitation | <input type="checkbox"/> Realignment | <input type="checkbox"/> Widening of road / shoulder |
| <input type="checkbox"/> Major grading | <input type="checkbox"/> Grading for curve correction | <input type="checkbox"/> Ditch grading |
| <input checked="" type="checkbox"/> Bridge demolition, rehabilitation or replacement | <input type="checkbox"/> Bypass lane or turn lane construction | <input type="checkbox"/> Wetland fill or excavation |
| <input type="checkbox"/> Permanent stream diversion | <input type="checkbox"/> Temporary stream diversion | <input checked="" type="checkbox"/> DNR stream / water crossings |
| <input checked="" type="checkbox"/> Work outside existing R/W | <input type="checkbox"/> Work outside existing shoulder | OTHER: _____ |
| <input type="checkbox"/> Culvert replacement | <input type="checkbox"/> Culvert extension or lining | <input type="checkbox"/> Stormwater pond construction |
| <input checked="" type="checkbox"/> Right of way acquisition | <input type="checkbox"/> Relocations | <input checked="" type="checkbox"/> Temporary easement |
| <input checked="" type="checkbox"/> Guardrail replacement | <input type="checkbox"/> Guardrail improvement | <input checked="" type="checkbox"/> Signals / lighting |
| <input type="checkbox"/> Building demolition / relocation | <input type="checkbox"/> Erosion repair | <input type="checkbox"/> Construction bypass |

Northern Long-Eared Bat (Federally Threatened): N/A – Project is not within the federal official range of the northern long-eared bat.

All work occurs within 300 feet of the existing road surface? Yes No

Includes tree removal within 100 feet of the existing road surface? Yes No

Amount of tree removal in acres? _____

Can removal be done in the winter season (Nov 1- March 31)? Yes No

Includes tree removal 100-300 feet from the existing road surface? Yes No

Amount of tree removal in acres? _____

Can removal be done in the winter season (Nov 1- March 31)? Yes No

Will the project involve bridge/box culvert work? Yes No

Bridge Number(s): _____

Will the project use temporary lighting or install/replace permanent lighting? Yes NoRusty-Patched Bumble Bee (Federally Endangered): N/A – Project is not within the federal official range of the Rusty-Patched Bumble BeeWill the project try to revegetate disturbed soils using native seed mixes, especially in areas that are not proposed for mowed turf grass? Yes No**ATTACH THE FOLLOWING** Project location map, shapefile or kmz. If not available, project location map displayed on USGS 7.5-Minute Topographic Series Map or aerial imagery (<https://www.usgs.gov/the-national-map-data-delivery/topographic-maps> or <http://www.dot.state.mn.us/maps/gisweb/row/> are resources that can be used). Preliminary layout or project plan, if available showing, construction limits, R/W limits—existing and proposed Temporary Easements Anticipated laydown, staging areas, and detours if project proposer directs use by the contractor**Noise**

A determination of whether your project is a Type I or Type III project must be made. The project is most likely a Type III if:

The scope of work is limited to one or more items of the list below. **A review request does not need to be submitted to a Noise Analysis Specialist if one of the boxes below is checked. If one or more of these boxes has been checked, please include the following required statement within the environmental document:**

The referenced project meets the criteria for a Type III project established in 23 CFR 772. Therefore, the project requires no analysis for highway traffic noise impacts. Type III projects do not involve added capacity, construction of new through lanes or auxiliary lanes, substantial changes in the horizontal or vertical alignment of the roadway or exposure of noise sensitive land uses to a new or existing highway noise source.

Project proposer acknowledges that a noise analysis is required if changes to the proposed project result in reclassification to a Type I project.

If you still are in doubt, please contact SALT or the Noise experts listed below. Select all checkboxes that are applicable to this project.

- Signing jobs, new or in-kind,* with no change in cross-section
- Striping, in-kind replacement (e.g. no lanes added)
- In-kind mill and overlays (aka 'black on black mill and overlay')
- In-kind reconstruction of roadways, bridges, or trails
- Construction of trails solely for non-motorized use
- Vertical construction (i.e. buildings), new or rehabilitated
- Vegetation management activities (with no changes in cross-section)
- Structural painting (i.e., bridge painting)
- In-kind bridge approach panel or bridge deck replacement (e.g., no change in cross-section, no lanes added)

*At its most simple, an in-kind project is putting back what was there before the project but with new materials. For example, if the pre-project transportation facility had two 12' lanes, 6' shoulders, 3:1 slopes, and a 36" culvert, that same typical section, same roadway prism, same slopes, same culvert size...is being put back in the same place as before the project. There are no geometric or bridge improvements for current design standards or otherwise. 'Same place' does not mean that anywhere within pre-event right-of-way.

Complete the following and submit a request to a Noise Analysis Specialist if your project appears to be Type I or if your project needs a review to make a noise determination between Type I or Type III. If an EA/EAW or an EIS is required, please contact SALT Environmental Staff.

| | |
|---|---|
| <input type="checkbox"/> | Noise Analysis Specialist: Please review to determine if this is a Type III project. (Supplemental Info is included below) |
| Or | |
| <input checked="" type="checkbox"/> <div style="border: 1px solid black; padding: 5px; width: fit-content; margin-top: 10px;"> Which criteria number applies? (2) (ii) </div> | This project appears to meet one of the Type I definition criteria below. To assist with the Type I determination, LPA will forward this form to Environmental Modeling & Testing Unit (see below) for further guidance. Type 1 Definition Criteria: (1) The construction of a highway on new location; or, (2) The physical alteration of an existing highway where there is either: (i) Substantial Horizontal Alteration. A project that halves the distance between the traffic noise source and the closest receptor between the existing condition to the future build condition; or, (ii) Substantial Vertical Alteration. A project that removes shielding, therefore exposing the line-of-sight between the receptor and the traffic noise source. This is done by either altering the vertical alignment of the highway or by altering the topography (not including the addition or removal of vegetation) between the highway traffic noise source and the receptor; or, (3) Bridge replacement projects that satisfy item (2), above. (4) The addition of a through-traffic lane(s). This includes the addition of a through-traffic lane that functions as a HOV lane, contraflow lane, High-Occupancy Toll (HOT) lane, bus lane, or truck climbing lane; or, (5) The addition of an auxiliary lane, except for when the auxiliary lane is a turn lane. (6) The addition or relocation of interchange lanes or ramps added to a quadrant to complete an existing partial interchange; or, (7) Restriping existing pavement for the purpose of adding a through traffic lane or an auxiliary lane; or, (8) The addition of a new or substantial alteration of a weigh station, rest stop, ride-share lot or toll plaza. |

If a portion of the project is determined to be a Type I project as defined above, then the entire project area as defined in the environmental document is a Type I project and a noise analysis will be required.

Please attach the following Critical information for an accurate Noise Type I/III determination to be made.

- A PDF (or other electronic file) Layout (aerial background is preferred) showing all noise sensitive receptor locations in relation to the Build and No-Build alignments (Can be on the same layout if alterations are clearly depicted.)
- Where there is a question on vertical or horizontal alignment changes a PDF (or other electronic file) Profile showing existing and Build roadway profiles and horizontal alignment is required. This should also include depictions of altered and unaltered topography profiles paralleling the subject roadway if grading is included anywhere in the project. (For the purpose of addressing vertical changes and effects on lines-of-sight.)

- Where the layout mapping doesn't depict topographic details, it would be helpful to include topographic mapping with planned project alterations and/or new alignment detailed, also, receptor locations clearly pointed out. Include a list of noise sensitive receptor locations.
- If there is a permanent rerouting of a highway onto an in-place alignment.

Important: A determination cannot be made if this information is not submitted.

If your project appears to be a Type I noise project or if your project needs a review to make a noise determination between Type I or Type III, please submit to:

Greater MN Districts

Lucas Bistodeau

lucas.bistodeau@state.mn.us

Environmental Modeling and Testing Unit Office of Environmental Stewardship (OES)

MnDOT Central Services Building

6000 Minnehaha Avenue South, MS 660

Saint Paul, MN 55111

Phone: (651) 366-5801

Metro District

Natalie Ries

natalie.ries@state.mn.us

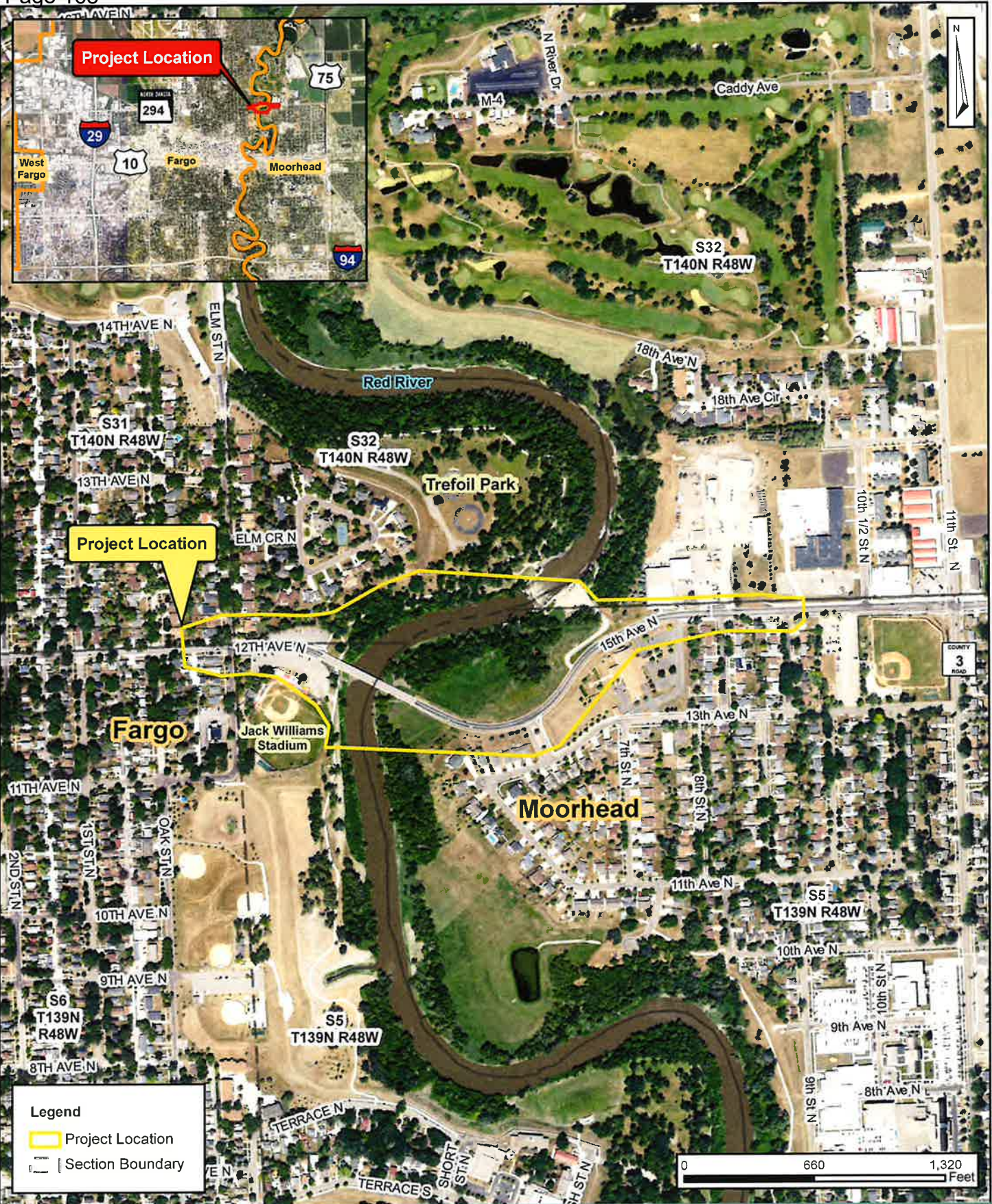
Project Documentation Section

MnDOT Water's Edge Building

1500 W. Co. Rd. B2, MS 050

Roseville, MN 55113

Phone: (651) 234-7681



H:\JBN6000\6059\6059_0225 12th Ave Bridge Replacement\GIS\Hydraulics_Survey.mxd

Red River
Bridge Replacement
 12th Ave. Fargo/
 15th Ave. Moorhead

HOUSTON
 engineering, inc.

KLJ

THE CITY OF
FARGO
 FAR MORE

MOORHEAD
 WISCONSINA

U.S. Department of Transportation
Federal Highway Administration

Casey Engelhard

From: Casey Engelhard
Sent: Wednesday, February 4, 2026 4:13 PM
To: Casey Engelhard
Subject: FW: Cultural, Noise, and Threatened & Endangered Review Request - Red River Bridge Replacement, City of Fargo project QR-25-B0

From: Bistodeau, Lucas (DOT) <lucas.bistodeau@state.mn.us>
Sent: Friday, May 23, 2025 10:31 AM
To: Scott Middaugh <Scott.Middaugh@kljeng.com>
Cc: MN_DOT_SaltEnvironmental <SaltEnvironmental.dot@state.mn.us>; Scott Middaugh <Scott.Middaugh@kljeng.com>; 'EHodgson@FargoND.gov' <EHodgson@FargoND.gov>; 'melissa.carson@dot.gov' <melissa.carson@dot.gov>; Ryan Wendel <ryan.wendel@kljeng.com>; John Crawford <john.crawford@kljeng.com>
Subject: RE: Cultural, Noise, and Threatened & Endangered Review Request - Red River Bridge Replacement, City of Fargo project QR-25-B0

Some people who received this message don't often get email from lucas.bistodeau@state.mn.us. [Learn why this is important](#)

CAUTION: This email originated from outside the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Scott,

Based on the information provided within the Cultural, Noise, and Threatened & Endangered Review request, this project would be deemed Type I and will be required to conduct a traffic noise analysis for the project area.

If you have any further questions, please feel free to contact me.

Lucas Bistodeau

Engineering Specialist
Environmental Modeling and Testing Unit
Office of Environmental Stewardship
6000 Minnehaha Avenue
St. Paul, MN 55111
lucas.bistodeau@state.mn.us
P:651-366-5811

From: 12thAveBridge <12thAveBridge@kljeng.com>
Sent: Monday, May 19, 2025 8:26 AM
To: MN_DOT_CulturalResources <CulturalResources.dot@state.mn.us>; MN_DOT_Protected Species <protectedspecies.dot@state.mn.us>; Bistodeau, Lucas (DOT) <lucas.bistodeau@state.mn.us>
Cc: MN_DOT_SaltEnvironmental <SaltEnvironmental.dot@state.mn.us>; Scott Middaugh <Scott.Middaugh@kljeng.com>; 'EHodgson@FargoND.gov' <EHodgson@FargoND.gov>; 'melissa.carson@dot.gov' <melissa.carson@dot.gov>; Ryan Wendel <ryan.wendel@kljeng.com>; john.crawford@kljeng.com
Subject: Cultural, Noise, and Threatened & Endangered Review Request - Red River Bridge Replacement, City of Fargo project QR-25-B0

Some people who received this message don't often get email from 12thavebridge@kljeng.com. [Learn why this is important](#)

This message may be from an external email source.

Hello,

Please find the attached MN State Aid Environmental Review items for the proposed replacement of the bridge crossing over the Red River of the North connecting 12th Avenue North in Fargo, Cass County, North Dakota, and 15th Avenue North in Moorhead, Clay County, Minnesota. The bridge serves as a critical two-state river crossing connecting North Dakota and Minnesota within the Fargo-Moorhead metropolitan area.

Scott Middaugh PE
KLJ
701-271-4871 Direct
701-799-5639 Cell
300 23rd Avenue East, Suite 100
West Fargo, ND 58078
kljeng.com

Casey Engelhard

From: Casey Engelhard
Sent: Monday, September 29, 2025 1:58 PM
To: MN_DOT_Protected Species
Subject: FW: Cultural, Noise, and Threatened & Endangered Review Request - Red River Bridge Replacement, City of Fargo project QR-25-B0
Attachments: Cultural_Noise_Threatened_Endangered_StateAid_Red River Bridge Replacement.docx; LocationMap_Red River Bridge Replacement.pdf; 2025-00464-NHRLetter.pdf

Good afternoon,

Please refer to the previous email and attachments for the MN State Aid Environmental Review request for the proposed Red River Bridge Replacement project along 12th Avenue North Fargo / 15th Avenue North Moorhead. Attached is a copy of the MnDNR NHIS response letter to assist with consultation.

Thanks,

Casey Engelhard



701-271-4842

kljeng.com

From: 12thAveBridge
Sent: Monday, May 19, 2025 8:26 AM
To: 'culturalresources.dot@state.mn.us' <culturalresources.dot@state.mn.us>; 'protectedspecies.dot@state.mn.us' <protectedspecies.dot@state.mn.us>; 'lucas.bistodeau@state.mn.us' <lucas.bistodeau@state.mn.us>
Cc: 'SaltEnvironmental.dot@state.mn.us' <SaltEnvironmental.dot@state.mn.us>; Scott Middaugh <Scott.Middaugh@kljeng.com>; 'EHodgson@FargoND.gov' <EHodgson@FargoND.gov>; 'melissa.carson@dot.gov' <melissa.carson@dot.gov>; Ryan Wendel <ryan.wendel@kljeng.com>; John Crawford <john.crawford@kljeng.com>
Subject: Cultural, Noise, and Threatened & Endangered Review Request - Red River Bridge Replacement, City of Fargo project QR-25-B0

Hello,

Please find the attached MN State Aid Environmental Review items for the proposed replacement of the bridge crossing over the Red River of the North connecting 12th Avenue North in Fargo, Cass County, North Dakota, and 15th Avenue North in Moorhead, Clay County, Minnesota. The bridge serves as a critical two-state river crossing connecting North Dakota and Minnesota within the Fargo-Moorhead metropolitan area.

Scott Middaugh PE
KLJ
701-271-4871 Direct
701-799-5639 Cell
300 23rd Avenue East, Suite 100
West Fargo, ND 58078
kljeng.com



Minnesota Department of Natural Resources
Division of Ecological & Water Resources
500 Lafayette Road, Box 25
St. Paul, MN 55155-4025

August 8, 2025

Casey Engelhard
KLJ Engineering

RE: Natural Heritage Review of the proposed **Red River Bridge Replacement - 12th Ave. Fargo/15th Ave. Moorhead,**
T139N R48W Section 5, T140N R48W Section 32; Clay County

Dear Casey Engelhard,

For all correspondence regarding the Natural Heritage Review of this project please include the project ID **MCE-2025-00464** in the email subject line.

As requested, the [Minnesota Natural Heritage Information System](#) has been reviewed to determine if the proposed project has the potential to impact any rare species or other significant natural features. Based on the project details provided with the request, the following rare features may be impacted by the proposed project:

State-listed Species

- [Black sandshell](#) (*Ligumia recta*), a state-listed mussel species of special concern, and [lake sturgeon](#) (*Acipenser fulvescens*), a state-listed fish species of special concern, have been documented in the Red River in the vicinity of the proposed project. These species are particularly vulnerable to deterioration in water quality, especially increased siltation. As such, **it is important effective erosion prevention and sediment control practices be implemented and maintained throughout the duration of the project and incorporated into any stormwater management plan.** Containment measures for dredge sediment, debris, and other construction material generated by the project should be in place to prevent adverse material from entering the river.
- The Natural Heritage Information System (NHIS) tracks bat roost trees and hibernacula plus some acoustic data, but this information is not exhaustive. Even if there are no bat records listed nearby, all of Minnesota's bats, including the federally endangered northern long-eared bat ([Myotis septentrionalis](#)), can be found throughout Minnesota. During the active season (approximately April-November) bats roost underneath bark, in cavities, or in crevices of both live and dead trees. Tree removal can negatively impact bats by destroying roosting habitat, especially during the pup rearing season when females are forming maternity roosting colonies and the pups cannot yet fly. To minimize these impacts, **the DNR recommends that tree removal be avoided from June 1 through August 15.**

- Please visit the [DNR Rare Species Guide](#) for more information on the habitat use of state-listed species and recommended measures to avoid or minimize impacts.
- Please report incidental sightings of state-listed species via the [DNR Plant and Animal Observation Form](#).

Federally Protected Species

- To ensure compliance with federal law, conduct a federal regulatory review using the U.S. Fish and Wildlife Service's (USFWS) online [Information for Planning and Consultation \(IPaC\) tool](#).

Environmental Review and Permitting

- Please include a copy of this letter and the MCE-generated Final Project Report in any state or local license or permit application. Please note that measures to avoid or minimize disturbance to the above rare features may be included as restrictions or conditions in any required permits or licenses.

The Natural Heritage Information System (NHIS), a collection of databases that contains information about Minnesota's rare natural features, is maintained by the Division of Ecological and Water Resources, Department of Natural Resources. The NHIS is continually updated as new information becomes available and is the most complete source of data on Minnesota's native plant communities, rare species, and other rare features. However, the NHIS is not an exhaustive inventory and does not contain the locations of all rare features in the state. Therefore, ecologically significant features for which we have no records may exist within the project area. If additional information becomes available regarding rare features in the vicinity of the project, further review may be necessary.

For environmental review purposes, the results of this Natural Heritage Review are valid for one year; the results are only valid for the project location and project description provided with the request. **If project details change or the project has not occurred within one year, please resubmit the project for review within one year of initiating project activities.** Resubmit by selecting *Clone Project as Draft* on the project page in MCE.

The Natural Heritage Review does not constitute project approval by the Department of Natural Resources. Instead, it identifies issues regarding known occurrences of rare features and potential impacts to these rare features. Visit [Natural Heritage Review](#) for additional information regarding this process, survey guidance, and other related information. For information on the environmental review process or other natural resource concerns, please contact your [DNR Regional Environmental Assessment Ecologist](#).

Thank you for consulting us on this matter and for your interest in preserving Minnesota's rare natural resources.

Sincerely,

Molly Barrett

Natural Heritage Review Specialist

molly.barrett@state.mn.us

Cc: [Owen Baird](#), Regional Environmental Assessment Ecologist, Northwest (Region 1)

Appendix C
Endangered Species Act

Refer to the U.S. Fish and Wildlife Service's County Occurrence of Endangered, Threatened, Proposed, and Candidate Species and Designated Critical Habitat in North Dakota Table on the NDDOT References and Forms Page to determine which species may be found in the county or counties the project is located in. The USFWS IPaC Website may also be used - <https://ecos.fws.gov/ipac/>

| NDDOT Threatened, Endangered, Proposed, Candidate Species and Critical Habitat Affect Determination Table | | | | | |
|---|---------|---|---|-------------------------------------|-----------------------------------|
| Project: City of Fargo QR-25-B0 | | PCN: N/A | Location: 12th Avenue North Fargo; 15th Avenue North Moorhead | | |
| Species | Listing | Guidance | NDDOT Biologist Review Required? | | Additional Documentation Included |
| | | | Yes | No | |
| | | | Determination | | |
| | | | Not Present | No Effect | |
| <p>Determine if the scope of work for the proposed project will require NDDOT Biologist review based on the criteria described for the species/critical habitat below. If review is required for one or more species, a biological assessment, Section 7 Determination Package, or NLEB documentation may be needed. Contact NDDOT Biologist for any questions.</p> | | | | | |
| Whooping Crane (<i>species range includes all of North Dakota</i>) | E | <p>NDDOT Biologist Review required for the adjustment (raising, relocating) of existing above-ground utility lines; or for newly placed poles/towers that require overhead lines/guy wires; unless the adjustments or new installations are in a highly developed or urban area. Review also required for projects requiring major earthwork (i.e. new road construction or roadway widening projects over 1 mile in length) in rural areas within ½ mile of cropland/wetland associations located within the whooping crane migration corridor. Projects outside of the migration corridor do not require NDDOT Biologist review. See link below for a map of the whooping crane migration corridor. Click layers tab, then select whooping crane migration corridor layer. https://gis.dot.nd.gov/external/ge_html/?viewer=ext_wildlifemap</p> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | IPaC Species List |
| Gray Wolf | E | NDDOT Biologist Review required for roadway projects of 2 or more lanes on a new location (i.e., construction of a new roadway). | <input type="checkbox"/> | <input checked="" type="checkbox"/> | IPaC Species List |
| Pallid Sturgeon | E | NDDOT Biologist Review required for work in or along the shoreline of the Missouri River (including reservoirs) and Yellowstone River Systems. Review also required for in-water work for any direct tributary (within 0.5 mile) to the Missouri River (including reservoirs) and Yellowstone River Systems. | <input type="checkbox"/> | <input checked="" type="checkbox"/> | IPaC Species List |
| Poweshiek Skipperling | E | NDDOT Biologist Review required for work occurring outside of the right of way in Richland and Sargent Counties within undisturbed native tall grass prairie and wet swales. If ground disturbing activities occur outside the ROW in these counties, ETS or a consultant will need to conduct a habitat assessment for this species. | <input type="checkbox"/> | <input checked="" type="checkbox"/> | IPaC Species List |
| Piping Plover | T | NDDOT Biologist Review required for construction activities occurring outside the paved or graveled surface of the roadway and within ½ mile of designated piping plover critical habitat or known nesting sites from April 15 through August 31. See link for piping plover designated critical habitat: https://gis.dot.nd.gov/external/ge_html/?viewer=ext_wildlifemap | <input type="checkbox"/> | <input checked="" type="checkbox"/> | IPaC Species List |
| Western Prairie Fringed Orchid | T | NDDOT Biologist Review required for all ground disturbing activities on non-flooded, undisturbed ground, known habitat, and native prairie. The species may also be found in roadside ditches with a high probability of the species occurring in or near the Sheyenne National Grasslands. If ground-disturbing activities will be required in Ransom or Richland counties, a survey by ETS or consultant for this species must be completed prior to ground-disturbance. | <input type="checkbox"/> | <input checked="" type="checkbox"/> | IPaC Species List |

| Species | Listing | Guidance | NDDOT Biologist Review Required? | | Determination | | Additional Documentation Included |
|--|---------|--|----------------------------------|--------------------------|-------------------------------------|--------------------------|-----------------------------------|
| | | | Yes | No | Not Present | No Effect | |
| Rufa Red Knot | T | NDDOT Biologist Review required for construction activities occurring outside the paved or graveled surface of the roadway and within ½ mile of designated piping plover critical habitat or known nesting sites (species is rare in North Dakota and uses similar habitats as piping plovers during their migration). See link for piping plover designated critical habitat: https://gis.dot.nd.gov/external/ge_html/?viewer=ext_wildlifemap | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | IPaC Species List |
| Dakota Skipper | T | NDDOT Biologist Review required for ground disturbing activities outside of the right of way in native prairie containing a high diversity of wildflowers and grasses indicative of Dakota skipper "Type A" or "Type B" habitat. Dakota skippers are not likely to be present in cropped areas, previously cropped areas, non-native hay-lands, pasture, or other grassland that is dominated by non-native species, or in areas where trees or shrubs predominate. The species may occur in some grazed lands that are dominated by native prairie vegetation. If native prairie would be impacted by the project, ETS or a consultant will need to conduct a habitat assessment for this species following the USFWS 2018 Dakota Skipper ND Survey Protocol | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | IPaC Species List |
| Northern Long-Eared Bat | E | NDDOT Biologist Review required for work on structures* (bridges, box culverts, SPP's and corrugated metal culverts over 4.5' in diameter), the removal of trees or buildings, or ground disturbance in areas with caves, mines, and rock crevices. *Work on structures requires bridge/structure bat assessments, unless exempted by NDDOT Biologist | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | IPaC Species List |
| Black-footed Ferret | E | Species is not known to exist in North Dakota at this time. Until more information becomes available for this species in North Dakota, no project-specific review is required. | | | | | |
| Monarch Butterfly | C | Section 7 consultations are not required for candidate species. NDDOT is a partner to the ND Monarch Butterfly and Native Pollinator Strategy and continues to implement pollinator conservation efforts across the state. Project-specific consultation for this species will not be undertaken at this time. | | | | | |
| Designated Critical Habitat | | | | | | | |
| Piping Plover Critical Habitat | D | NDDOT Biologist Review required for ground disturbing activities occurring outside the paved or graveled surface of the roadway and within ½ mile of designated piping plover critical habitat or known nesting sites. See link for piping plover designated critical habitat: https://gis.dot.nd.gov/external/ge_html/?viewer=ext_wildlifemap | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | IPaC Species List |
| Poweshiek Skipperling Critical Habitat | D | NDDOT Biologist Review required for ground disturbing activities within 0.6 mile of Poweshiek Skipperling critical habitat. See link for Poweshiek Skipperling proposed critical habitat: https://gis.dot.nd.gov/external/ge_html/?viewer=ext_wildlifemap | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | IPaC Species List |
| Dakota Skipper Critical Habitat | D | NDDOT Biologist Review required for ground disturbing activities within 0.6 mile of Dakota Skipper critical habitat. See link for Dakota Skipper proposed critical habitat maps: https://gis.dot.nd.gov/external/ge_html/?viewer=ext_wildlifemap | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | IPaC Species List |

April 22, 2026

QR-25-B0– Endangered Species Act Section 7 Review

Project Code: 2024-0076856

Fargo, Cass County, North Dakota &
Moorhead, Clay County, Minnesota

No Jeopardy Determination – Suckley’s Cuckoo Bumble Bee (*Bombus suckleyi*)

No Jeopardy Determination – Western Regal Fritillary (*Argynnis idalia occidentalis*)

No Jeopardy Determination – Monarch butterfly (*Danaus plexippus*)

Project Description:

The purpose of the proposed project is to provide a two-state river crossing of the Red River of the North at 12th Avenue North/15th Avenue North that maintains a continuous, year-round connection. The proposed project area is located along 12th Avenue North in Fargo, North Dakota, and 15th Avenue North in Moorhead, Minnesota, along the Red River. Residential developments, parking lots, transportation, pedestrian facilities, and recreation are the primary land uses within and directly adjacent to the project area. Recreational facilities nearby include Jack Williams Stadium and Mickelson Park and Softball Fields, Mickelson-Tricorn Bike Path, Trefoil Park, and Original Homestead Park. The project would consist of the removal and replacement of the bridge on a new alignment that would be 100 feet north of the existing alignment. The new bridge would be approximately 660-735 feet long and would consist of two 12-foot-wide driving lanes, 4-foot-wide shoulders, a 12-foot-wide shared use path on the south side of the bridge. Measured at the center of the bridge, the new bridge would be built approximately 18.5 feet higher in elevation compared to the existing bridge. The increase in elevation is required to maintain the proposed bridge low member elevation 1 foot above the post FM Diversion operation 100-year water surface elevation. The project would also resurfacing the roadways, sidewalks, and paths, grading, and construction of a retaining wall near the Jack Williams Stadium parking lot. Existing sidewalks and paths would be widened and/or realigned in some areas to meet Americans with Disability Act (ADA) standards and Public Right-of-Way Accessibility Guidelines (PROWAG). The project area is characterized by residential and recreational development.

Tree removals (<1 acre) are anticipated. Tree removals would be mitigated following City of Fargo tree replacement policies for impacts both in Fargo and Moorhead, as Moorhead does not have a tree replacement policy. MnDNR recommends tree removals be avoided from June 1 through August 15 to avoid the pup rearing season. MnDNR Public Waters Work Permit commitments require an unobstructed opening be maintained in the river throughout construction and demolition activities to maintain fish/aquatic organism movement and normal river flow. No stream diversion/bypass would occur. Erosion prevention and sediment control, and containment measures for other debris and pollutants, will be implemented to ensure minimal effects to water quality.



Action Area (blue) identified for the proposed project

Conservation Measures:

Required Avoidance and Minimization Measures (AMMs).

- Ensure all operators, employees, and contractors are aware of all FHWA/FRA/FTA (Transportation Agencies) environmental commitments, including all applicable AMMs. *Notify contractor(s) during the pre-construction meeting. Bat sightings (including sick, injured, and/or dead bats) on the project must be reported to ND FHWA (701-221-9464) within 24 hours of discovery.*
- Direct temporary lighting, if used, shall be placed away from wooded areas during the bat active season (April 1 to Nov. 14, inclusive).
- If installing new or replacing existing permanent lights, use downward-facing, full cut-off lens lights (with same intensity or less for replacement lighting); or for those transportation agencies using the BUG system developed by the Illuminating Engineering Society, be as close to 0 for all three ratings with a priority of "uplight" of 0 and "backlight" as low as practicable.
- Minimize tree clearing June 1 to Aug 15, inclusive, to avoid bat pupping season.
- Tree removal must be limited to that specified in project plans and ensure that contractors understand clearing limits and how they are marked in the field (e.g., install bright colored flagging/fencing prior to any tree clearing to ensure contractors stay within clearing limits).

Species List for the Project Action Area

A list of federally threatened, endangered, proposed and candidate species, and designated and proposed critical habitat that overlaps with the action area was requested via the Information for Planning and Consultation (IPaC) web application maintained by the U.S. Fish and Wildlife Service (requested January 2026). Based on this list, the project is within the range of the following:

| Species | Status | Habitat |
|---|-----------------------|---|
| Western Regal Fritillary <i>Argynnis idalia occidentalis</i> | Proposed - Threatened | Native prairies and other open grassland habitats where violets, flowers, and native warm-season bunch grasses are present. |
| Suckley's Cuckoo Bumble Bee <i>Bombus suckleyi</i> | Proposed - Endangered | Grasslands and forests where host bumble bee nests are present. |
| Monarch Butterfly <i>Danaus plexippus</i> | Proposed - Threatened | Grassland habitats where milkweed and flowers are present. |

Migratory Bird Treaty Act and Bald and Golden Eagle Protection Act

The Migratory Bird Treaty Act of 1918 (MBTA) is a federal law regulating the taking, killing, and possession of migratory birds and is administered by the U. S. Fish and Wildlife Service (Service). Under the MBTA, it is unlawful for any person to take, kill, or possess regulated species of birds. Frequently encountered birds on transportation projects subject to regulation under the MBTA include, but are not limited to, cliff swallows, bank swallows, eastern phoebes, American robins, red-winged blackbirds, mourning doves, and killdeer.

The Bald and Golden Eagle Protection Act of 1940 (BGEPA) is a federal law regulating impacts to bald and golden eagles. The BGEPA is administered by the Service. Under the BGEPA, the term “take” means to pursue, shoot, shoot at, poison, wound, kill, capture, trap, collect, molest, or disturb. Unlike protections under MBTA, both occupied and unoccupied eagle nests are protected. Construction projects, including tree clearing, occurring adjacent to eagle nests and/or important roosting areas may require seasonal avoidance and/or permitting.

This project was reviewed for potential impacts to birds protected under the MBTA and eagles protected under the BGEPA. **The USFWS will not be reviewing or commenting on impacts to migratory birds or eagles unless FHWA determines additional coordination with the USFWS is required.** Findings and avoidance measures, if required, are identified in Attachment 1. Project plans will incorporate NDDOT’s SSP, Special Provisions for the Federal Migratory Bird Act.

Endangered Species Act – Section 7 Consultation

Section 7 of Endangered Species Act of 1973, as amended (Act), requires each Federal agency to review any action that it funds, authorizes or carries out to determine whether it may affect threatened, endangered, proposed species or listed critical habitat. Federal agencies (or their designated representatives) must consult with the U.S. Fish and Wildlife Service (Service) if any such effects may occur because of their actions. Consultation with the Service is not necessary if the proposed action will not directly or indirectly affect listed species or critical habitat. If a federal agency finds that an action will have no effect on listed species or critical habitat, it should maintain a written record of that finding that includes the supporting rationale.

No Jeopardy Determinations

No Jeopardy Determination – Suckley’s Cuckoo Bumble Bee (*Bombus suckleyi*)

The proposed project *may affect* Suckley’s Cuckoo Bumble Bee. Historically this species occurred across portions of Minnesota and North Dakota, but no extant populations are known from either state at present. Cuckoo bumble bees are parasites of other bumble bees, and Suckley’s Cuckoo Bumble Bee documented hosts include the Western Bumble Bee (*Bombus occidentalis*) and Nevada Bumble Bee (*Bombus nevadensis*). The Western Bumble Bee occurs in portions of North Dakota and does not occur in Minnesota. The Nevada Bumble Bee can occur in North Dakota, with the edge of its range

occurring in Minnesota. Other potential host species include the yellow-banded bumble bee (*B. terricola*), the red-belted bumble bee (*B. rufocinctus*), the yellow bumble bee (*B. fervidus*), and the rusty-patched bumble bee (*B. affinis*). Much of the project area is converted to introduced grasses associated with urban development and are frequently mowed; therefore, it is anticipated the project area does not contain preferred habitat for the Suckley's Cuckoo Bumble Bee. Ground and vegetation disturbing activities are not expected to appreciably diminish the quality or extent of available suitable habitat within the Project's Action Area. **Therefore, FHWA does not anticipate the proposed Action will jeopardize the continued existence of this species.**

No Jeopardy Determination – Western Regal Fritillary (*Argynnis idalia occidentalis*)

The proposed project *may affect* regal fritillary butterflies and/or suitable habitat. Much of the project area is converted to introduced grasses associated with urban development and are frequently mowed; therefore, it is anticipated the project area does not contain preferred habitat for the Western Regal Fritillary. Ground and vegetation disturbing activities are not expected to appreciably diminish the quality or extent of available suitable habitat within the project's Action Area. In addition, violets (*Viola* spp.) – the host plant for regal fritillary butterflies – are typically absent or sparse in typical roadside habitats. **Therefore, FHWA does not anticipate the proposed action will jeopardize the continued existence of this species.**

No Jeopardy Determination – Monarch Butterfly (*Danaus plexippus*)

The proposed project *may affect* monarch butterflies and/or suitable monarch habitat. Much of the project area is converted to introduced grasses associated with urban development and are frequently mowed; therefore, it is anticipated the project area does not contain preferred habitat for the Monarch butterfly. Ground and vegetation disturbing activities are not expected to appreciably diminish the quality or extent of available suitable habitat within the project's Action Area. **Therefore, FHWA does not anticipate the proposed action will jeopardize the continued existence of this species.**

Please contact me if there are questions or concerns.

Thank you,

**KRISTEN SUE
SPERRY**

Digitally signed by KRISTEN SUE
SPERRY
Date: 2026.04.22 16:12:18 -05'00'

Kristen Sperry
Planning Program Manager

Federal Highway Administration – North Dakota Division

4503 Coleman Street, Suite 205

Bismarck, North Dakota 58503

kristen.sperry@dot.gov

Office: (701) 221-9464

Attachment 1: MBTA & BGEPA Effect Determinations



Migratory Bird Treaty Act

Based on the proposed scope of work proposed and/or the timing of proposed work, impacts to birds protected under the Migratory Bird Treaty Act (16 U.S.C. 703-712) are not anticipated. No further action is required, however, if the proposed scope of work or proposed timing of work changes, please contact FHWA at 701-221-9464.

Learn more about the Migratory Bird Treaty Act at: <https://www.fws.gov/law/migratory-bird-treaty-act-1918>

Bald and Golden Eagle Protection Act

Based on the best available information, the proposed action is not anticipated to disturb, harm, or destroy a bald eagle or a bald eagle nest protected under the Bald and Golden Eagle Protection Act (16 U.S.C. 668-668d). If a nest is found ahead of or during construction, **stop all work** within 660' of the nest and contact FHWA at 701-221-9464.

Learn more about the Bald and Golden Eagle Protection Act at: <https://www.fws.gov/law/bald-and-golden-eagle-protection-act>



United States Department of the Interior



FISH AND WILDLIFE SERVICE
North Dakota Ecological Services Field Office
3425 Miriam Avenue
Bismarck, ND 58501-7926
Phone: (701) 250-4481 Fax: (701) 355-8513

In Reply Refer To:

04/22/2026 20:30:58 UTC

Project Code: 2025-0110993

Project Name: Red River Bridge Replacement - 12th Ave. Fargo / 15th Ave. Moorhead, City of Fargo Project QR-25-B0

Subject: List of threatened and endangered species that may occur in your proposed project location or may be affected by your proposed project

To Whom It May Concern:

Section 7 of the Endangered Species Act

The enclosed species list identifies threatened, endangered, proposed and candidate species, as well as proposed and final designated critical habitat, that may occur within the boundary of your proposed project and/or may be affected by your proposed project. The species list fulfills the requirements of the U.S. Fish and Wildlife Service (Service) under section 7(c) of the Endangered Species Act (Act) of 1973, as amended (16 U.S.C. 1531 *et seq.*).

New information based on updated surveys, changes in the abundance and distribution of species, changed habitat conditions, or other factors could change this list. Please feel free to contact us if you need more current information or assistance regarding the potential impacts to federally proposed, listed, and candidate species and federally designated and proposed critical habitat. Please note that under 50 CFR 402.12(e) of the regulations implementing section 7 of the Act, the accuracy of this species list should be verified after 90 days. This verification can be completed formally or informally as desired. The Service recommends that verification be completed by visiting the IPaC website at regular intervals during project planning and implementation for updates to species lists and information. An updated list may be requested through the IPaC system by completing the same process used to receive the enclosed list.

The Act requires that actions authorized, funded, or carried out by Federal agencies not jeopardize federally threatened or endangered species or adversely modify designated critical habitat. To fulfill this mandate, Federal agencies (or their designated non-federal representative) must consult with the Service *if they determine their project and associated actions "may affect" listed species or critical habitat*. If Federal agencies or their non-federal representatives determine their project and associated actions will have "no effect" on listed species, their habitats, or designated critical habitat, consultation is not required. However, if a "no effect" is determined, we recommend that you maintain a written record in support of your conclusion.

Bald and Golden Eagle Protection Act and Migratory Bird Treaty Act

Additionally, while not all are listed as threatened or endangered, eagles and migratory birds have protections under the Bald and Golden Eagle Protection Act (BGEPA) and the Migratory Bird Treaty Act (MBTA). The BGEPA prohibits take which is defined as, “pursue, shoot, shoot at, poison, wound, kill, capture, trap, collect, destroy, molest, or disturb” (50 CFR 22.3). Disturb is defined in regulations as, “to agitate or bother a bald or golden eagle to a degree that causes, or is likely to cause, based on the best scientific information available, 1) injury to an eagle, 2) decrease in its productivity, by substantially interfering with normal breeding, feeding, or sheltering behavior, or 3) nest abandonment, by substantially interfering with normal breeding, feeding, or sheltering behavior.”. The MBTA makes it unlawful without a waiver to pursue, hunt, take, capture, kill, or sell birds listed as migratory birds, including eagles. The statute does not discriminate between live or dead birds and also grants full protection to any bird parts including feathers, eggs, and nests.

Service Property Interests

As part of the National Wildlife Refuge System, the Service administers fee title Refuge and Waterfowl Production Areas, as well as wetland and grassland easements, throughout North Dakota. For exact locations of Service interest lands, please contact the appropriate Wetland Management Districts (WMD) for guidance regarding FWS easements.

Northwest ND WMD Complex: Kyle Flanery, (701) 768-2548

Eastern ND WMD Complex: Dave Azure, (701) 285-3341

Central ND WMD Complex (also covers south and west): Todd Luke, (701) 442-5474

Note: IPaC has provided all available attachments because this project is in multiple field office jurisdictions.

Attachment(s):

- Official Species List
- USFWS National Wildlife Refuges and Fish Hatcheries
- Bald & Golden Eagles
- Migratory Birds
- Wetlands

OFFICIAL SPECIES LIST

This list is provided pursuant to Section 7 of the Endangered Species Act, and fulfills the requirement for Federal agencies to "request of the Secretary of the Interior information whether any species which is listed or proposed to be listed may be present in the area of a proposed action".

This species list is provided by:

North Dakota Ecological Services Field Office

3425 Miriam Avenue
Bismarck, ND 58501-7926
(701) 250-4481

This project's location is within the jurisdiction of multiple offices. However, only one species list document will be provided for all offices. The species and critical habitats in this document reflect the aggregation of those that fall in each of the affiliated office's jurisdiction. Other offices affiliated with the project:

Minnesota-Wisconsin Ecological Services Field Office

3815 American Blvd East
Bloomington, MN 55425-1659
(952) 858-0793

PROJECT SUMMARY

Project Code: 2025-0110993
Project Name: Red River Bridge Replacement - 12th Ave. Fargo / 15th Ave. Moorhead, City of Fargo Project QR-25-B0
Project Type: Bridge - Replacement
Project Description: The City of Fargo, in coordination with the Federal Highway Administration, is proposing to replace the bridge crossing over the Red River of the North (Red River) connecting 12th Avenue North in Fargo, Cass County, North Dakota, and 15th Avenue North in Moorhead, Clay County, Minnesota. The bridge serves as a critical two-state river crossing connecting North Dakota and Minnesota within the Fargo-Moorhead metropolitan area.

The project will raise the bridge above the post Fargo-Moorhead Area Diversion (FM Diversion) Project 100-year floodplain. The build alternative would consist of the removal and replacement of the bridge on a new alignment that would be just approximately 100 feet north of the existing alignment. West of the Red River, 12th Ave N/15th Ave N will generally maintain its current existing alignment to minimize impacts on the adjacent Fargo Parks properties immediately north and south of the roadway. East of the Red River, the alignment will be shifted north within a lot owned by the City of Moorhead. The bridge will be raised approximately 18.5' higher than it is today, as measured from the crown of the bridge at the current low point in the structure to the low point of the proposed structure. The proposed bridge is anticipated to be a 5 span steel girder bridge spanning the Red River, with an overall length of the bridge anticipated to be approximately 660' to 735' long.

The project would also include resurfacing the roadways and sidewalks and paths, grading, and construction of a retaining wall near the Jack Williams Stadium parking lots. Existing sidewalks and paths would be widened and/or realigned in some areas to meet Americans with Disability Act (ADA) standards and Public Right-of-Way Accessibility Guidelines (PROWAG).

Easements and R/W acquisition, wetland impacts, and tree removals are anticipated, but exact quantities are unknown at this time, as project design is progressing. The construction year is currently unknown.

Project Location:

The approximate location of the project can be viewed in Google Maps: <https://www.google.com/maps/@46.890050200000005,-96.7752081458506,14z>



Counties: Minnesota and North Dakota

ENDANGERED SPECIES ACT SPECIES

There is a total of 3 threatened, endangered, or candidate species on this species list.

Species on this list should be considered in an effects analysis for your project and could include species that exist in another geographic area. For example, certain fish may appear on the species list because a project could affect downstream species.

IPaC does not display listed species or critical habitats under the sole jurisdiction of NOAA Fisheries¹, as USFWS does not have the authority to speak on behalf of NOAA and the Department of Commerce.

See the "Critical habitats" section below for those critical habitats that lie wholly or partially within your project area under this office's jurisdiction. Please contact the designated FWS office if you have questions.

-
1. [NOAA Fisheries](#), also known as the National Marine Fisheries Service (NMFS), is an office of the National Oceanic and Atmospheric Administration within the Department of Commerce.

INSECTS

| NAME | STATUS |
|---|------------------------|
| Monarch Butterfly <i>Danaus plexippus</i> There is proposed critical habitat for this species. Your location does not overlap the critical habitat. Species profile: https://ecos.fws.gov/ecp/species/9743 | Proposed Threatened |
| Suckley's Cuckoo Bumble Bee <i>Bombus suckleyi</i> Population: No critical habitat has been designated for this species. Species profile: https://ecos.fws.gov/ecp/species/10885 General project design guidelines: https://ipac.ecosphere.fws.gov/project/XAGJ6RZZF5HYJKTQUQ5X5FPVBY/documents/generated/9852.pdf | Proposed Endangered |
| Western Regal Fritillary <i>Argynnis idalia occidentalis</i> No critical habitat has been designated for this species. Species profile: https://ecos.fws.gov/ecp/species/12017 | Proposed Threatened |

CRITICAL HABITATS

THERE ARE NO CRITICAL HABITATS WITHIN YOUR PROJECT AREA UNDER THIS OFFICE'S JURISDICTION.

YOU ARE STILL REQUIRED TO DETERMINE IF YOUR PROJECT(S) MAY HAVE EFFECTS ON ALL ABOVE LISTED SPECIES.

USFWS NATIONAL WILDLIFE REFUGE LANDS AND FISH HATCHERIES

Any activity proposed on lands managed by the [National Wildlife Refuge](#) system must undergo a 'Compatibility Determination' conducted by the Refuge. Please contact the individual Refuges to discuss any questions or concerns.

THERE ARE NO REFUGE LANDS OR FISH HATCHERIES WITHIN YOUR PROJECT AREA.

BALD & GOLDEN EAGLES

Bald and Golden Eagles are protected under the Bald and Golden Eagle Protection Act ² and the Migratory Bird Treaty Act (MBTA) ¹. Any person or organization who plans or conducts activities that may result in impacts to Bald or Golden Eagles, or their habitats, should follow appropriate regulations and consider implementing appropriate avoidance and minimization measures, as described in the various links on this page.

-
1. The [Bald and Golden Eagle Protection Act](#) of 1940.
 2. The [Migratory Birds Treaty Act](#) of 1918.

3. 50 C.F.R. Sec. 10.12 and 16 U.S.C. Sec. 668(a)

There are Bald Eagles and/or Golden Eagles in your [project](#) area.

Measures for Proactively Minimizing Eagle Impacts

For information on how to best avoid and minimize disturbance to nesting bald eagles, please review the [National Bald Eagle Management Guidelines](#). You may employ the timing and activity-specific distance recommendations in this document when designing your project/activity to avoid and minimize eagle impacts. For bald eagle information specific to Alaska, please refer to [Bald Eagle Nesting and Sensitivity to Human Activity](#).

The FWS does not currently have guidelines for avoiding and minimizing disturbance to nesting Golden Eagles. For site-specific recommendations regarding nesting Golden Eagles, please consult with the appropriate Regional [Migratory Bird Office](#) or [Ecological Services Field Office](#).

If disturbance or take of eagles cannot be avoided, an [incidental take permit](#) may be available to authorize any take that results from, but is not the purpose of, an otherwise lawful activity. For assistance making this determination for Bald Eagles, visit the [Do I Need A Permit Tool](#). For assistance making this determination for golden eagles, please consult with the appropriate Regional [Migratory Bird Office](#) or [Ecological Services Field Office](#).

Ensure Your Eagle List is Accurate and Complete

If your project area is in a poorly surveyed area in IPaC, your list may not be complete and you may need to rely on other resources to determine what species may be present (e.g. your local FWS field office, state surveys, your own surveys). Please review the [Supplemental Information on Migratory Birds and Eagles](#), to help you properly interpret the report for your specified location, including determining if there is sufficient data to ensure your list is accurate.

For guidance on when to schedule activities or implement avoidance and minimization measures to reduce impacts to bald or golden eagles on your list, see the "Probability of Presence Summary" below to see when these bald or golden eagles are most likely to be present and breeding in your project area.

| NAME | BREEDING SEASON |
|---|-------------------------------|
| <p>Bald Eagle <i>Haliaeetus leucocephalus</i> This is not a Bird of Conservation Concern (BCC) in this area, but warrants attention because of the Eagle Act or for potential susceptibilities in offshore areas from certain types of development or activities. https://ecos.fws.gov/ecp/species/1626</p> | <p>Breeds Dec 1 to Aug 31</p> |
| <p>Golden Eagle <i>Aquila chrysaetos</i> This is not a Bird of Conservation Concern (BCC) in this area, but warrants attention because of the Eagle Act or for potential susceptibilities in offshore areas from certain types of development or activities. https://ecos.fws.gov/ecp/species/1680</p> | <p>Breeds Jan 1 to Aug 31</p> |

PROBABILITY OF PRESENCE SUMMARY

The graphs below provide our best understanding of when birds of concern are most likely to be present in your project area. This information can be used to tailor and schedule your project activities to avoid or minimize impacts to birds. Please make sure you read "[Supplemental Information on Migratory Birds and Eagles](#)", specifically the FAQ section titled "Proper Interpretation and Use of Your Migratory Bird Report" before using or attempting to interpret this report.

Probability of Presence (■)

Green bars; the bird's relative probability of presence in the 10km grid cell(s) your project overlaps during that week of the year.

Breeding Season (■)

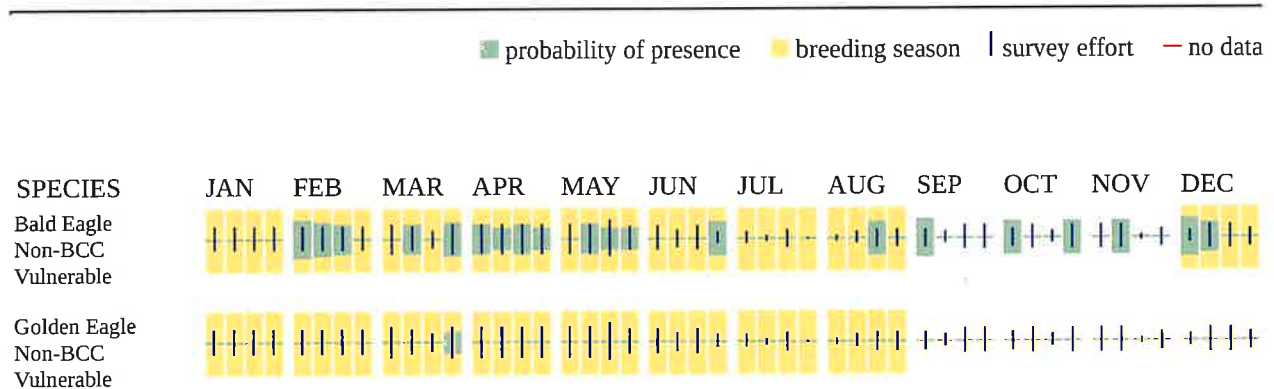
Yellow bars; liberal estimate of the timeframe inside which the bird breeds across its entire range.

Survey Effort (|)

Vertical black lines; the number of surveys performed for that species in the 10km grid cell(s) your project area overlaps.

No Data (—)

A week is marked as having no data if there were no survey events for that week.



Additional information can be found using the following links:

- Eagle Management <https://www.fws.gov/program/eagle-management>
- Measures for avoiding and minimizing impacts to birds <https://www.fws.gov/library/collections/avoiding-and-minimizing-incident-take-migratory-birds>
- Nationwide avoidance and minimization measures for birds <https://www.fws.gov/sites/default/files/documents/nationwide-standard-conservation-measures.pdf>
- Supplemental Information for Migratory Birds and Eagles in IPaC <https://www.fws.gov/media/supplemental-information-migratory-birds-and-bald-and-golden-eagles-may-occur-project-action>

MIGRATORY BIRDS

The Migratory Bird Treaty Act (MBTA) ¹ prohibits the take (including killing, capturing, selling, trading, and transport) of protected migratory bird species without prior authorization by the Department of Interior U.S. Fish and Wildlife Service (Service).

1. The [Migratory Birds Treaty Act](#) of 1918.
2. The [Bald and Golden Eagle Protection Act](#) of 1940.
3. 50 C.F.R. Sec. 10.12 and 16 U.S.C. Sec. 668(a)

For guidance on when to schedule activities or implement avoidance and minimization measures to reduce impacts to migratory birds on your list, see the "Probability of Presence Summary" below to see when these birds are most likely to be present and breeding in your project area.

| NAME | BREEDING SEASON |
|---|-------------------------|
| Bald Eagle <i>Haliaeetus leucocephalus</i> This is not a Bird of Conservation Concern (BCC) in this area, but warrants attention because of the Eagle Act or for potential susceptibilities in offshore areas from certain types of development or activities. https://ecos.fws.gov/ecp/species/1626 | Breeds Dec 1 to Aug 31 |
| Black Tern <i>Chlidonias niger surinamensis</i> This is a Bird of Conservation Concern (BCC) throughout its range in the continental USA and Alaska. https://ecos.fws.gov/ecp/species/3093 | Breeds May 15 to Aug 20 |
| Black-billed Cuckoo <i>Coccyzus erythrophthalmus</i> This is a Bird of Conservation Concern (BCC) throughout its range in the continental USA and Alaska. https://ecos.fws.gov/ecp/species/9399 | Breeds May 15 to Oct 10 |
| Bobolink <i>Dolichonyx oryzivorus</i> This is a Bird of Conservation Concern (BCC) throughout its range in the continental USA and Alaska. https://ecos.fws.gov/ecp/species/9454 | Breeds May 20 to Jul 31 |
| California Gull <i>Larus californicus</i> This is a Bird of Conservation Concern (BCC) throughout its range in the continental USA and Alaska. https://ecos.fws.gov/ecp/species/10955 | Breeds Mar 1 to Jul 31 |
| Chestnut-collared Longspur <i>Calcarius ornatus</i> This is a Bird of Conservation Concern (BCC) throughout its range in the continental USA and Alaska. https://ecos.fws.gov/ecp/species/9437 | Breeds May 1 to Aug 10 |

| NAME | BREEDING SEASON |
|--|-------------------------|
| <p>Chimney Swift <i>Chaetura pelagica</i></p> <p>This is a Bird of Conservation Concern (BCC) throughout its range in the continental USA and Alaska.</p> <p>https://ecos.fws.gov/ecp/species/9406</p> | Breeds Mar 15 to Aug 25 |
| <p>Eastern Whip-poor-will <i>Antrostomus vociferus</i></p> <p>This is a Bird of Conservation Concern (BCC) throughout its range in the continental USA and Alaska.</p> <p>https://ecos.fws.gov/ecp/species/10678</p> | Breeds May 1 to Aug 20 |
| <p>Franklin's Gull <i>Leucophaeus pipixcan</i></p> <p>This is a Bird of Conservation Concern (BCC) throughout its range in the continental USA and Alaska.</p> <p>https://ecos.fws.gov/ecp/species/10567</p> | Breeds May 1 to Jul 31 |
| <p>Golden Eagle <i>Aquila chrysaetos</i></p> <p>This is not a Bird of Conservation Concern (BCC) in this area, but warrants attention because of the Eagle Act or for potential susceptibilities in offshore areas from certain types of development or activities.</p> <p>https://ecos.fws.gov/ecp/species/1680</p> | Breeds Jan 1 to Aug 31 |
| <p>Golden-winged Warbler <i>Vermivora chrysoptera</i></p> <p>This is a Bird of Conservation Concern (BCC) throughout its range in the continental USA and Alaska.</p> <p>https://ecos.fws.gov/ecp/species/8745</p> | Breeds May 1 to Jul 20 |
| <p>Grasshopper Sparrow <i>Ammodramus savannarum perpallidus</i></p> <p>This is a Bird of Conservation Concern (BCC) only in particular Bird Conservation Regions (BCRs) in the continental USA</p> <p>https://ecos.fws.gov/ecp/species/8329</p> | Breeds Jun 1 to Aug 20 |
| <p>Le Conte's Sparrow <i>Ammospiza leconteii</i></p> <p>This is a Bird of Conservation Concern (BCC) throughout its range in the continental USA and Alaska.</p> <p>https://ecos.fws.gov/ecp/species/9469</p> | Breeds Jun 1 to Aug 15 |
| <p>Lesser Yellowlegs <i>Tringa flavipes</i></p> <p>This is a Bird of Conservation Concern (BCC) throughout its range in the continental USA and Alaska.</p> <p>https://ecos.fws.gov/ecp/species/9679</p> | Breeds elsewhere |
| <p>Long-eared Owl <i>asio otus</i></p> <p>This is a Bird of Conservation Concern (BCC) throughout its range in the continental USA and Alaska.</p> <p>https://ecos.fws.gov/ecp/species/3631</p> | Breeds Mar 1 to Jul 15 |
| <p>Northern Harrier <i>Circus hudsonius</i></p> <p>This is a Bird of Conservation Concern (BCC) only in particular Bird Conservation Regions (BCRs) in the continental USA</p> <p>https://ecos.fws.gov/ecp/species/8350</p> | Breeds Apr 1 to Sep 15 |

| NAME | BREEDING SEASON |
|---|-------------------------|
| Red-headed Woodpecker <i>Melanerpes erythrocephalus</i> This is a Bird of Conservation Concern (BCC) throughout its range in the continental USA and Alaska. https://ecos.fws.gov/ecp/species/9398 | Breeds May 10 to Sep 10 |
| Short-billed Dowitcher <i>Limnodromus griseus</i> This is a Bird of Conservation Concern (BCC) throughout its range in the continental USA and Alaska. https://ecos.fws.gov/ecp/species/9480 | Breeds elsewhere |
| Western Grebe <i>Aechmophorus occidentalis</i> This is a Bird of Conservation Concern (BCC) throughout its range in the continental USA and Alaska. https://ecos.fws.gov/ecp/species/6743 | Breeds Jun 1 to Aug 31 |
| Willet <i>Tringa semipalmata</i> This is a Bird of Conservation Concern (BCC) throughout its range in the continental USA and Alaska. https://ecos.fws.gov/ecp/species/10669 | Breeds Apr 20 to Aug 5 |

PROBABILITY OF PRESENCE SUMMARY

The graphs below provide our best understanding of when birds of concern are most likely to be present in your project area. This information can be used to tailor and schedule your project activities to avoid or minimize impacts to birds. Please make sure you read "[Supplemental Information on Migratory Birds and Eagles](#)", specifically the FAQ section titled "Proper Interpretation and Use of Your Migratory Bird Report" before using or attempting to interpret this report.

Probability of Presence (■)

Green bars; the bird's relative probability of presence in the 10km grid cell(s) your project overlaps during that week of the year.

Breeding Season (■)

Yellow bars; liberal estimate of the timeframe inside which the bird breeds across its entire range.

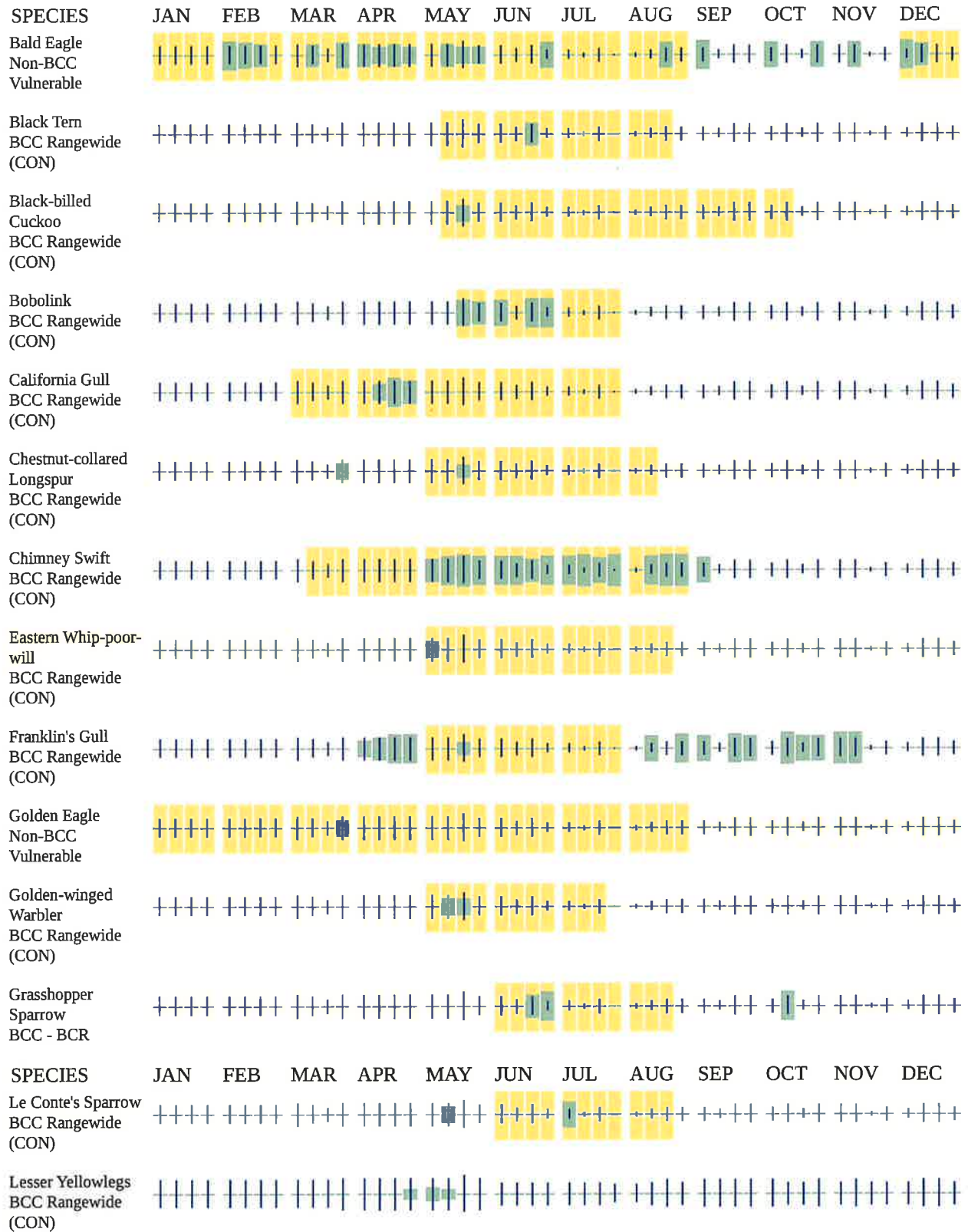
Survey Effort (|)

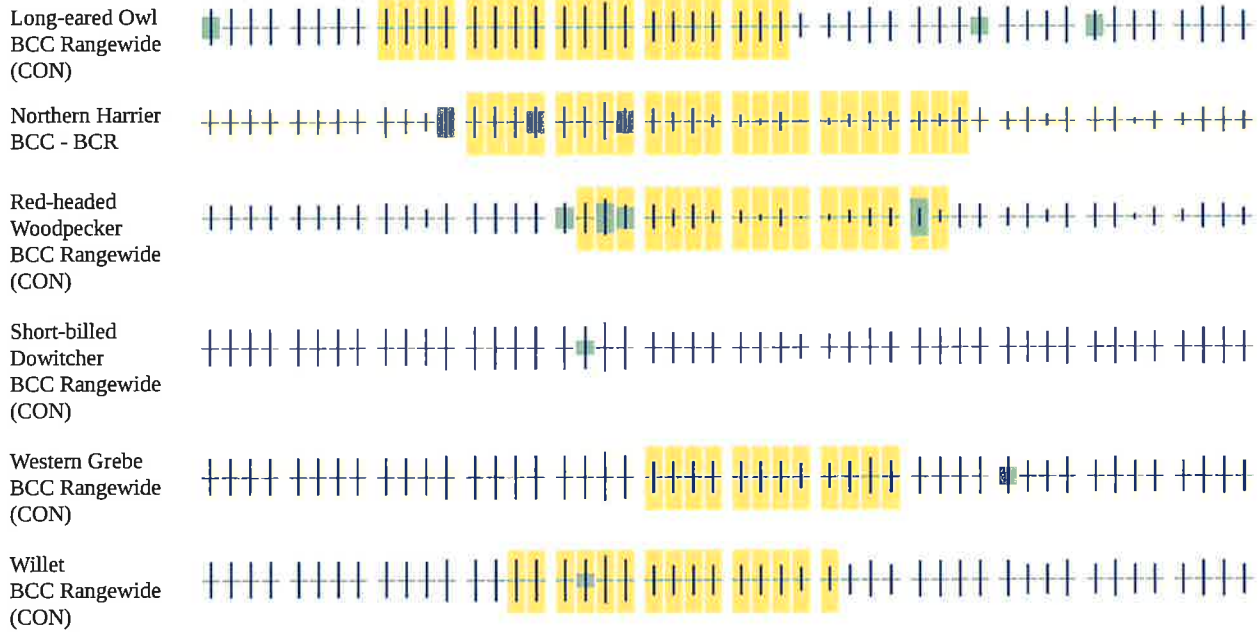
Vertical black lines; the number of surveys performed for that species in the 10km grid cell(s) your project area overlaps.

No Data (—)

A week is marked as having no data if there were no survey events for that week.

■ probability of presence ■ breeding season | survey effort — no data





Additional information can be found using the following links:

- Eagle Management <https://www.fws.gov/program/eagle-management>
- Measures for avoiding and minimizing impacts to birds <https://www.fws.gov/library/collections/avoiding-and-minimizing-incident-take-migratory-birds>
- Nationwide avoidance and minimization measures for birds
- Supplemental Information for Migratory Birds and Eagles in IPaC <https://www.fws.gov/media/supplemental-information-migratory-birds-and-bald-and-golden-eagles-may-occur-project-action>

WETLANDS

Impacts to [NWI wetlands](#) and other aquatic habitats may be subject to regulation under Section 404 of the Clean Water Act, or other State/Federal statutes.

For more information please contact the Regulatory Program of the local [U.S. Army Corps of Engineers District](#).

Please note that the NWI data being shown may be out of date. We are currently working to update our NWI data set. We recommend you verify these results with a site visit to determine the actual extent of wetlands on site.

FRESHWATER EMERGENT WETLAND

- PEM1A

RIVERINE

- R2UBH

FRESHWATER FORESTED/SHRUB WETLAND

- **PFO1A**

IPAC USER CONTACT INFORMATION

Agency: Fargo city
Name: Casey Engelhard
Address: 300 23rd Ave East, Suite 100
City: West Fargo
State: ND
Zip: 58078
Email: casey.engelhard@kljeng.com
Phone: 7012714842

LEAD AGENCY CONTACT INFORMATION

Lead Agency: Federal Highway Administration

Appendix D
Wildlife Accommodations

July 1, 2025

PROJECT NO. City of Fargo Project QR-25-B0
Red River Bridge Replacement – 12th Ave. Fargo/15th Ave. Moorhead
FARGO, CASS COUNTY, NORTH DAKOTA &
MOORHEAD, CLAY COUNTY, MINNESOTA

The City of Fargo is working on preliminary design and environmental clearance to replace the bridge crossing over the Red River of the North (Red River) connecting 12th Avenue North in Fargo, Cass County, North Dakota, and 15th Avenue North in Moorhead, Clay County, Minnesota.

Existing conditions:

The bridge to be replaced, National Bridge Inventory Structure No. FRGO31, is an approximately 500-foot-long prestressed concrete stringer bridge that was built in 1988. It consists of two concrete surface driving lanes, a width of 32 feet, concrete curbs, metal railings, guardrail, a pedestrian sidewalk, lighting, and a chain link safety fence. A shared-use path named Mickelson-Tricorn Bike Path is present underneath the bridge running parallel to west bank of the Red River of the North.



Figure 1: View of the west bank (left) and east bank (right) of the existing bridge to be replaced. A wide, natural, surface is located underneath the existing bridge along both banks.

Proposed Project:

The bridge serves as a critical two-state river crossing connecting North Dakota and Minnesota within the Fargo-Moorhead metropolitan area. Alternatives to maintain the existing bridge alignment along with potential realignments connecting 12th Avenue and 15th Avenue on both sides of the Red River will be evaluated. The proposed bridge alternatives will be developed to raise the bridge from its existing elevation to address closures during flood events by raising the structure out of the future, post-FM Diversion 100-year FEMA floodplain.

In addition, the project would include roadway grading and placement of rock riprap in the stream channel mitigate erosion concerns. The rock riprap would be placed in a manner to ensure natural substrates develop, facilitating fish and aquatic organism movement. Traffic lane width, easements and R/W acquisition, ditch profiles, depth of ground disturbance and excavation, and other project components are unknown at this time, as project design progress is still underway.

Wildlife Accommodations:

The Red River of the North provides a suitable travel corridor for wildlife to utilize. Adjacent lands north and south of the proposed alternatives have a variable width of wooded corridor that may accommodate a variety of wildlife species. Google maps street imagery indicates a variety of wildlife tracks on the snow and ice in the wintertime. The west bank and adjacent lands consist of a thin wooded corridor, a park, a shared use path, and other urban developments immediately outside of the bank. The east bank and adjacent lands consist of a thin wooded corridor and urban developments. The project design would include a combination of earth and riprap typically seen of bridges crossing the Red River in this area. Additionally, rock riprap is proposed to be placed in a manner that allows for natural sedimentation to occur and the channel bottom grade to remain the same as previous conditions to facilitate movement of aquatic organisms.

Please let us know if you recommend any additional wildlife accommodations for this structure.



SCOTT MIDDGAUGH, PE
Environmental Project Manager

sm/ce

Casey Engelhard

From: Casey Engelhard
Sent: Monday, July 28, 2025 9:25 AM
To: Casey Engelhard
Subject: FW: QR-25-B0 - 12th Ave Bridge Replacement, Fargo

From: Carson, Melissa (FHWA) <melissa.carson@dot.gov>
Sent: Monday, July 28, 2025 9:04 AM
To: Scott Middaugh <Scott.Middaugh@kljeng.com>
Cc: Adam Ruud <aruud@houstoneng.com>; Jeremy McLaughlin <jmclaughlin@houstoneng.com>; Brigid Gombold <Brigid.Gombold@kljeng.com>
Subject: RE: QR-25-B0 - 12th Ave Bridge Replacement, Fargo

CAUTION: This email originated from outside the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Sorry for the delay on this, It got buried in my to do list. At this time there are no additional wildlife accommodations recommended for this project.

Melissa Carson

Program Manager
FHWA - North Dakota Division
4503 Coleman Street, Suite 205
Bismarck, North Dakota 58503
Office: (701) 221-9470

From: Scott Middaugh <Scott.Middaugh@kljeng.com>
Sent: Tuesday, July 1, 2025 4:04 PM
To: Carson, Melissa (FHWA) <melissa.carson@dot.gov>
Cc: Adam Ruud <aruud@houstoneng.com>; Jeremy McLaughlin <jmclaughlin@houstoneng.com>; Brigid Gombold <Brigid.Gombold@kljeng.com>
Subject: QR-25-B0 - 12th Ave Bridge Replacement, Fargo

CAUTION: This email originated from outside of the Department of Transportation (DOT). Do not click on links or open attachments unless you recognize the sender and know the content is safe.

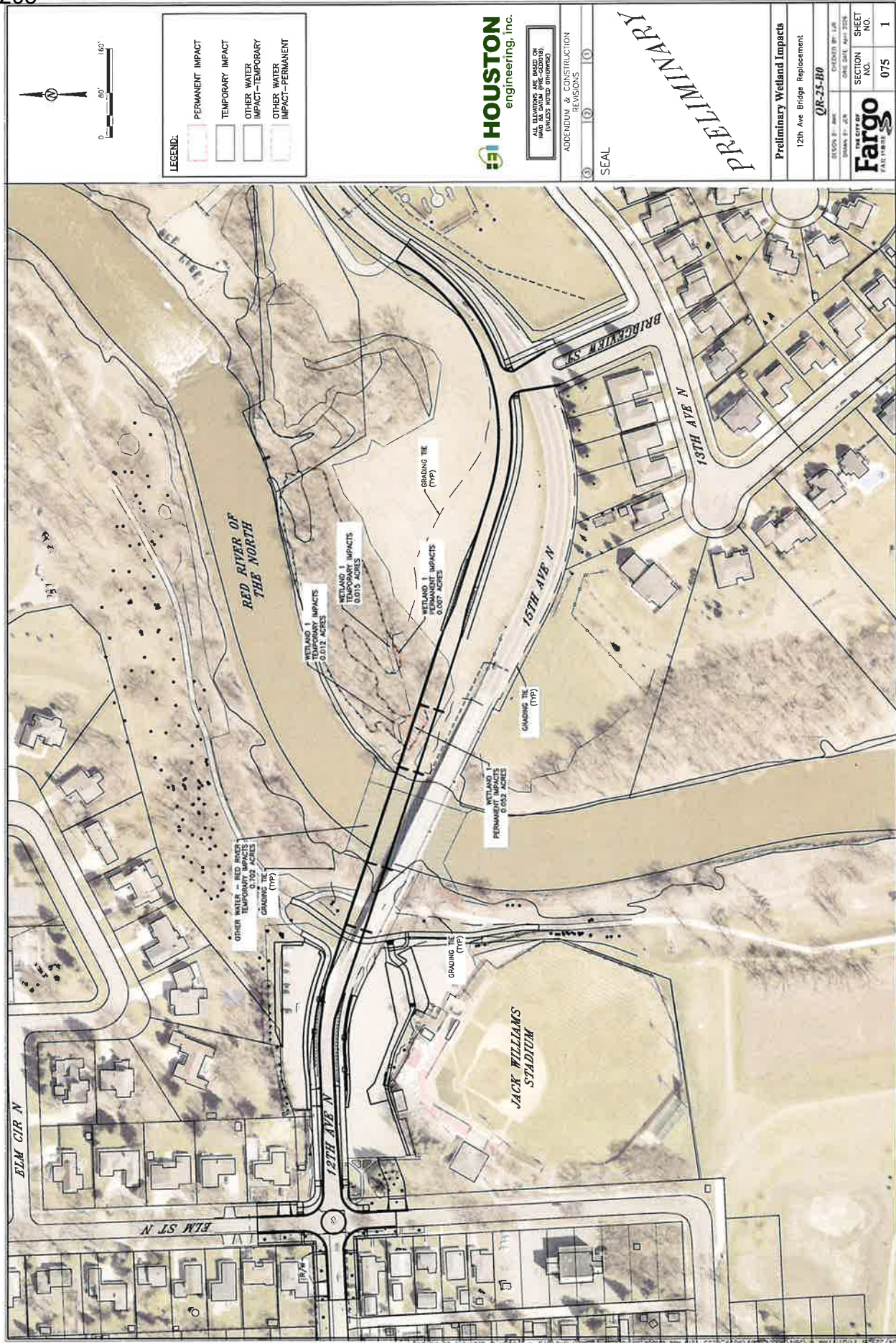
Melissa,

Please see the attached memo regarding wildlife accommodations for the referenced project. Let us know if there are any wildlife accommodations recommended for this project.

Thanks,

Scott Middaugh PE
KLJ
701-271-4871 Direct
701-799-5639 Cell
300 23rd Avenue East, Suite 100
West Fargo, ND 58078
kljeng.com

Appendix E
Wetland Information



LEGEND:

| | |
|--------------------|------------------------------|
| [Pink Box] | PERMANENT IMPACT |
| [Light Blue Box] | TEMPORARY IMPACT |
| [Light Green Box] | OTHER WATER IMPACT-TEMPORARY |
| [Light Purple Box] | OTHER WATER IMPACT-PERMANENT |

FH HOUSTON
engineering, Inc.

ALL DIMENSIONS ARE BASED ON
NAVD 83 DATUM (FIPS-4900B)
(UNLESS NOTED OTHERWISE)

ADDENDUM & CONSTRUCTION
REVISIONS

SEAL

PRELIMINARY

| | |
|------------------------------------|---------------------|
| Preliminary Wetland Impacts | |
| 12th Ave Bridge Replacement | |
| DESIGNED BY: JRM | QR-25-B0 |
| DRAWN BY: JRM | CONE SCALE: 1"=400' |
| CHECKED BY: L.B. | |
| DATE: 08/11/2010 | |
| SECTION NO. | SHEET NO. |
| 075 | 1 |



Appendix F
Section 4(f) Documentation



U.S. Department
of Transportation
**Federal Highway
Administration**

North Dakota Division

April 14, 2026

4503 Coleman Street, Suite 205
Bismarck, North Dakota 58503
Phone 701-250-4204
Fax 701-250-4395

Dave Bietz
Deputy Director of Operations
Fargo Park District
6100 38th Street South 58104

Subject: City of Fargo Project No. QR-25-B0
Red River Bridge Replacement
Fargo, ND and Moorhead, MN

Dear Mr. Bietz:

The City of Fargo, in cooperation with the City of Moorhead and the Federal Highway Administration (FHWA), is proposing to replace the existing bridge crossing over the Red River connecting 12th Avenue North in Fargo, ND and 15th Avenue North in Moorhead, MN. See the enclosed project location map. 12th Avenue North is adjacent to Jack Williams Stadium, Mickelson-Tricorn Shared Use Path, and Trefoil Park, all managed by the Fargo Park District.

The Build Alternative would include reconstructing the roadways, sidewalks, and paths, grading, and construction of a retaining wall near the Jack Williams Stadium parking lots. Impacts to the Jack Williams Stadium would include relocating the parking lot entrance from the north side of the parking lot to the west side. The relocation is necessary to avoid future traffic operations impacts. Parking reconfiguration to parking lots both north and south of 12th Avenue would be required. The north parking lot would be expanded in the northeast corner to accommodate parking. Overall, parking spaces between the two lots would be maintained or increased compared to the current configuration. Traffic flow would be altered in both parking lots compared to current traffic operations. The addition of an ADA-compliant route from the shared use path to the main entrance of the stadium is also included, which would benefit the Fargo Park District properties by improving accessibility to the stadium from the parking lots and shared use paths.

The existing Fargo Mickelson/Tricorn Bike Path within Trefoil Park would be realigned upslope underneath the proposed bridge to cross at a higher elevation, improving the accessibility of the path during high water conditions. Approximately 10 to 15 feet of vertical clearance would be maintained due to the new bridge being built at a higher elevation.

The Jack Williams Stadium, Mickelson-Tricorn Shared Use Path, and Trefoil Park are protected under Section 4(f) of the Department of Transportation Act of 1966 as assumed due to the recreational nature of the facilities. Section 4(f) of the Transportation Act prohibits FHWA from authorizing actions that result in a use of Section 4(f) properties, including public parks, recreation areas, wildlife refuges or lands of historic significance, unless there are no prudent and feasible avoidance alternatives and the action includes all possible planning to minimize harm.

However, under 23 CFR 774.13, FHWA has identified various exceptions to the requirements for Section 4(f) authorization. One exception, identified in 23 CFR 774.13(d), *temporary occupancies of land that are so minimal as to not constitute a use*. The temporary occupancy of the land during construction will be so minimal that it will not constitute a use within the meaning of Section 4(f) per the following criteria:

1. *Duration (of the occupancy) must be temporary, i.e., less than the time needed for construction of the project, and there should be no change in ownership of the land.*

The Section 4(f) properties will be occupied only for the duration required for construction of the project. No permanent or temporary easements would be acquired from the Fargo Park District; rather a memorandum of agreement will be completed between the City of Fargo and the Fargo Park District to accommodate the temporary construction and long-term maintenance of the improvements. Therefore, no changes in ownership of the land will be realized as a result of the construction of the proposed project.

2. *Scope of the work must be minor, i.e., both the nature and magnitude of the changes to the Section 4(f) resource are minimal.*

Temporary impacts would occur during construction of the roadway, bridge, parking lot, and Mickelson-Tricorn Shared Use Path improvements. The expected temporary impacts will occur as outlined within the memorandum of agreement and will not change the intended use of the 4(f) resources.

3. *There are no anticipated permanent adverse physical impacts, nor will there be interference with the protected activities, features, or attributes of the property, on either a temporary or permanent basis.*

No permanent adverse impacts to the Section 4(f) properties will be observed as a result of this project; nor shall there be any interference with the protected activities, features, or attributes of the properties or their use. Access to Jack Williams Stadium's events will be maintained during construction; however, parking availability may be limited. Access to the Mickelson-Tricorn Shared Use Path will be maintained during construction through use of a temporary pedestrian detour. Access to Trefoil Park will be maintained during construction. Ultimately, improvements are expected to improve continued access to these Section 4(f) properties through improving access to the Mickelson-Tricorn Shared Use Path during high-water events and improving access to the Trefoil Park and Jack Williams Stadium during flood events.

4. *The land being used must be fully restored, i.e., the resource must be returned to a condition which is at least as good as that which existed prior to the project.*

None of the Section 4(f) properties will have permanent adverse impacts due to the bridge and roadway work on 12th Avenue North. Disturbed areas will be reseeded following construction.

5. *There must be documented agreement of the appropriate Federal, State, or local officials having jurisdiction over the resource regarding the above conditions.*

As requested, with this letter, FHWA is requesting concurrence from the Fargo Park District regarding the outlined conditions.

It is our opinion that due to the type of roadway and bridge improvements and temporary nature of the project, there will be minimal temporary impacts and no permanent impacts. Therefore, the proposed project is excluded from the requirements of Section 4(f) authorization.

Request of Concurrence

FHWA requests concurrence from the Fargo Park District that the proposed project meets conditions 1 through 5, will not have an “adverse effect” on Jack Williams Stadium, Trefoil Park, or the Mickelson-Tricorn Shared Use Path, nor will there be interference with the intended activities, features or attributes of the properties on a temporary or permanent basis. The above stated condition 5 is required for FHWA to exclude this project from the requirements of Section 4(f) authorization, allowing the proposed project to proceed as planned.

The anticipated construction season for this project will be based on project funding and would be coordinated with your office once anticipated construction dates are known. Please provide your written concurrence by June 9, 2026. If you require any additional information, or have any questions, feel free to call me at 701-221-9464.

A concurrence response can be sent to kristen.sperry@dot.gov or mailed to:

Kristen Sperry
Planning & Environment Program Manager
FHWA-North Dakota Division
4503 Coleman Street, Suite 205
Bismarck, North Dakota 58503

Sincerely,

Kristen Sperry
Planning & Environment Program Manager

ks/tfr

Concurrence

The Fargo Park District has consulted with FHWA to the impacts to Jack Williams Stadium, Trefoil Park, or the Mickelson-Tricorn Shared Use Path and hereby concurs that the proposed project, as described and shown in appended exhibits, would not adversely affect the activities, features and attributes that qualify the property for protection under Section 4(f) of the Transportation Act on either a temporary or permanent basis.

Fargo Park District

Date

Enclosures: Section 4(f)/6(f) Exhibit

Appendix G
Section 6(f) Documentation

Casey Engelhard

From: Casey Engelhard
Sent: Monday, April 20, 2026 3:44 PM
To: Casey Engelhard
Subject: FW: Fargo 12th Ave N/Moorhead 15th Ave N Bridge Project - Section 6(f)/4(f)

From: Langehaug, Char L. <clangehaug@nd.gov>
Date: Mon, Apr 20, 2026 at 8:41 AM
Subject: Re: Fargo 12th Ave N/Moorhead 15th Ave N Bridge Project - Section 6(f)/4(f)
To: Sperry, Kristen (FHWA) <kristen.sperry@dot.gov>

Kristen,

Thank you for looping me in on this project. I have been meeting quarterly with the engineers and the Fargo Park District on the bridge replacement. I just wanted to let you know that from their current proposal, there will be **no impact** on the 6(f) boundary at this time. Even though they are completing construction to widen the bridge and replace the entrance to Jack Williams Stadium, it does not affect the acreage of the LWCF boundary that is encumbered. The acreage will remain intact while improving the recreational resources at Jack Williams Stadium. They also plan to reroute an additional accessible path where none currently exists, thereby increasing the recreational value of the property. There is a lot going on in this project!

Since the construction could impact the recreational resources, they may need a temporary non-conforming use permit if the construction lasts longer than 6 months. Still, I do not see the need for that since our construction season is short (only 4 months).

I appreciate the review!

Char Langehaug

Grants Coordinator

(701) 328-5364 • parkrec.nd.gov

NORTH
Dakota | Parks & Recreation
Be Legendary.



From: Sperry, Kristen <kristen.sperry@dot.gov>
Sent: Monday, April 13, 2026 4:36 PM
To: Langehaug, Char L. <clangehaug@nd.gov>

Cc: Saraf, Fawaz (FHWA) <fawaz.saraf@dot.gov>; Tina Robinson <Tina.Robinson@kljeng.com>; McLaughlin, Jeremy <jimclaughlin@houstoneng.com>; Scott.Middaugh@kljeng.com <Scott.Middaugh@kljeng.com>

Subject: Fargo 12th Ave N/Moorhead 15th Ave N Bridge Project - Section 6(f)/4(f)

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

Hi Char,

Our office is working with the City of Fargo, ND, and Moorhead, MN, on an environmental document to replace the existing bridge crossing the Red River that connects 12th Avenue North in Fargo and 15th Avenue North in Moorhead. The attached letter discusses the potential impacts and timing, and requests whether you concur with our determination.

Please let me know if you have any questions or concerns regarding the project.

Thank you,

Kristen Sperry

Planning & Environment Program
Manager



North Dakota Division Office,
FHWA

U.S. Department of
Transportation

701- 221-9464

Kristen.Sperry@dot.gov



U.S. Department
of Transportation
**Federal Highway
Administration**

North Dakota Division

April 13, 2026

4503 Coleman Street, Suite 205
Bismarck, North Dakota 58503
Phone 701-250-4204
Fax 701-250-4395

Char Langehaug
Grants Coordinator
ND Parks and Recreation
604 E Boulevard Avenue Dept 750
Bismarck, ND 5805

Subject: City of Fargo Project No. QR-25-B0
Red River Bridge Replacement
Fargo, ND, Cass County and Moorhead, MN, Clay County
LWCF Property 38-01127: Fargo Boat/Canoe Access
Latitude and Longitude: 46.889627°, -96.776015°

Dear Ms. Langehaug:

The City of Fargo, in cooperation with the City of Moorhead and the Federal Highway Administration (FHWA), is proposing to replace the existing bridge crossing over the Red River connecting 12th Avenue North in Fargo, ND and 15th Avenue North in Moorhead, MN. See the enclosed project location map. 12th Avenue North is adjacent to Jack Williams Stadium, Mickelson-Tricorn Shared Use Path, and Trefoil Park, both managed by the Fargo Park District. The Jack Williams Stadium area was a previous recipient of Land and Water Conservation Funds in 1995 as part of a previous Fargo Boat/Canoe access project, and as such is protected under Section 6(f)(3) of the Land and Water Conservation Fund Act of 1965. The protected boundary includes approximately 41.8 acres of land south of 12th Avenue N associated with Jack Williams Stadium and Mickelson Park.

No impacts to Mickelson Park would occur. The project would impact the Jack Williams Stadium property. Impacts include reconstructing the roadways, sidewalks, and paths; grading; and construction of a retaining wall near the Jack Williams Stadium parking lots. Roadway improvements would require relocating a parking lot entrance from the north side of the parking lot to the west side. The relocation is necessary to avoid future traffic operations impacts.

Parking reconfiguration to parking lots both north and south of 12th Avenue would be required. The north parking lot would be expanded in the northeast corner to accommodate parking. Ultimately, parking spaces between the two lots would be maintained or increased compared to current configuration. Traffic flow would be altered in both parking lots compared to current traffic operations. The addition of an ADA-compliant route from the Fargo Mickelson/Tricorn Bike Path within Trefoil Park to the main entrance of the stadium is also included, which would benefit the Fargo Park District properties by improving accessibility to the stadium from the parking lots and shared use paths.

The existing Fargo Mickelson/Tricorn Bike Path within Trefoil Park would be realigned upslope

underneath the proposed bridge to cross at a higher elevation, improving the accessibility of the path during high water conditions. Approximately 10 to 15 feet of vertical clearance would be maintained due to the new bridge being built at a higher elevation.

The Section 6(f) property will be occupied for no greater than 180 days during the construction of the project. No permanent or temporary easements would be acquired from the Fargo Park District; rather a memorandum of agreement will be completed between the City of Fargo and the Fargo Park District to accommodate the temporary construction and long-term maintenance of the improvements. Therefore, no changes in ownership of the land will occur as a result of the construction of the proposed project.

Temporary impacts would occur during construction of the roadway, bridge, parking lot, and Mickelson-Tricorn Shared Use Path improvements. The expected temporary impacts will occur as outlined within the memorandum of agreement and will not change the intended use of the 6(f) resources. Access to Jack Williams Stadium's events will be maintained during construction; however, parking availability may be limited. Access to the Mickelson-Tricorn Shared Use Path will be maintained during construction through use of a temporary pedestrian detour. Access to Trefoil Park will be maintained during construction. Disturbed areas will be reseeded following construction.

The proposed project is anticipated to create an overall positive benefit to the Section 6(f) property and would not result in a permanent conversion from recreation use. Ultimately, improvements are expected to improve recreational facilities located on the property through improved overall access to both the Stadium facilities and trail facilities, in addition to a safer parking configuration.

We appreciate your continued assistance on this project and are interested in your concurrence with our determination that the project would not result in a permanent conversion to the Section 6(f) resource. Your response can be sent to kristen.sperry@dot.gov or mailed to:

Kristen Sperry
Planning Program Manager
FHWA-North Dakota Division
4503 Coleman Street, Suite 205
Bismarck, North Dakota 58503

Sincerely,

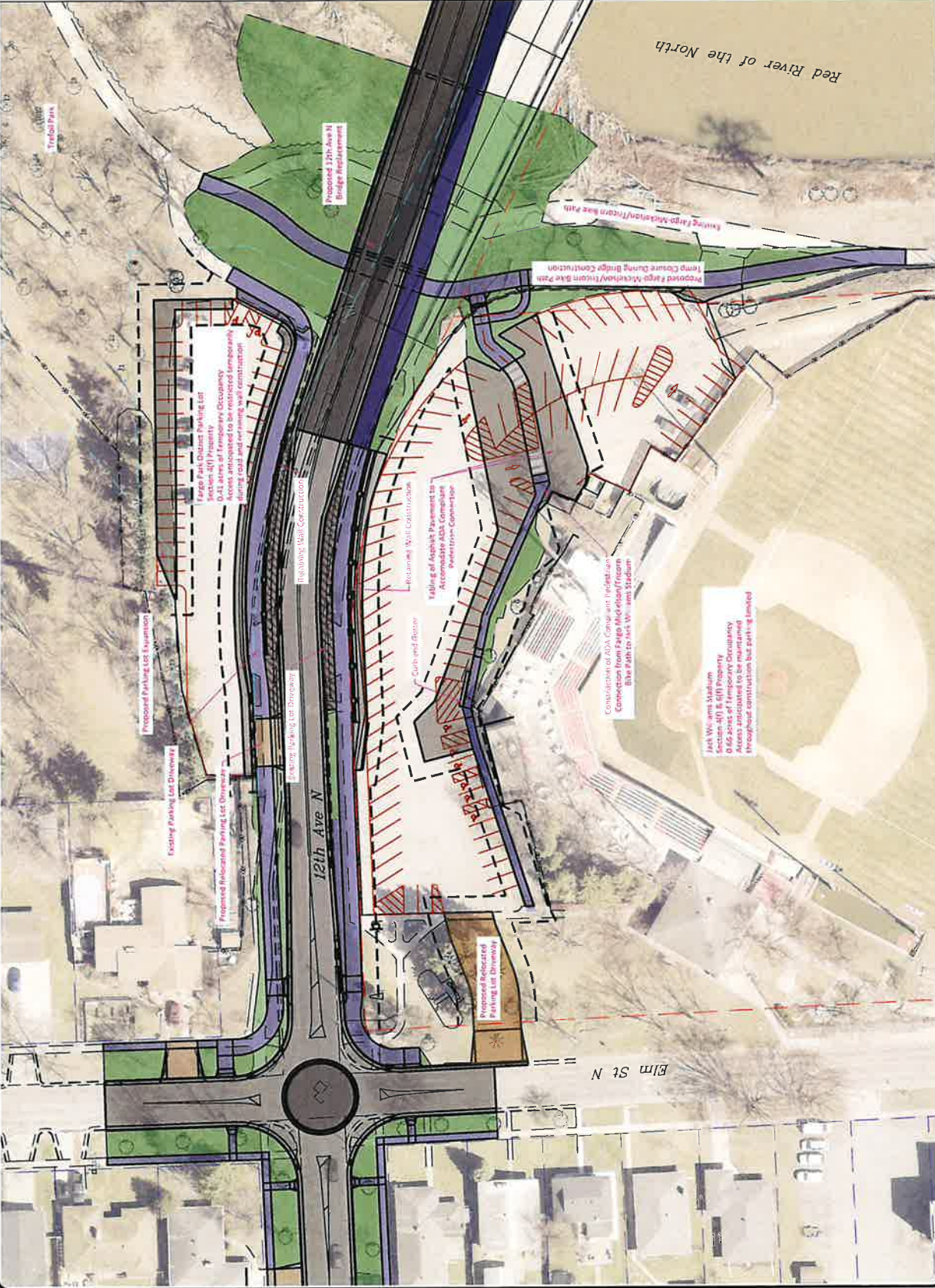
KRISTEN SUE SPERRY

Digitally signed by KRISTEN SUE
SPERRY
Date: 2026.04.13 16:25:56 -05'00'

Kristen Sperry
Planning and Environment Program Manager

ks/tfr

Enclosures: Section 4(f)/6(f) Exhibit



Parking Counts
 NORTH LOT
 * EX SPACES = 45
 * NEW SPACES = 32
 SOUTH LOT
 * EX SPACES = 81
 * NEW SPACES = 95
TOTAL EX SPACES = 126
TOTAL NEW SPACES = 127

LEGEND

- ASPHALT PAVEMENT
- CONCRETE SIDEWALK
- CONCRETE DRIVEWAY
- GRAVING/SEEDING
- BRIDGE DECK
- SIDEWALK ON BRIDGE DECK
- GUARDRAIL EMBANKMENT
- RETAINING WALL
- DISTURBANCE LIMITS
- PROPERTY BOUNDARY
- SECTION 4(f) PROPERTY BOUNDARY
- SECTION 4(f) & 6(f) PROPERTY BOUNDARY

NOTE:
 PAVEMENT MARKINGS SHOWN WITHIN THE PARKING LOTS TO BE COMPLETED BY OTHERS.

PRELIMINARY
 NOT FOR CONSTRUCTION

Section 4(f) / 6(f) Exhibit
 PROJECT NO. 6059-0225
 SHEET 1

12th Avenue North Fargo, ND & 15th Avenue North Moorhead, MN Bridge Replacement
 Project No. QR-25-80

Drawn by: JDE
 Date: 4-8-26
 Checked by: AMR
 Scale: AS SHOWN



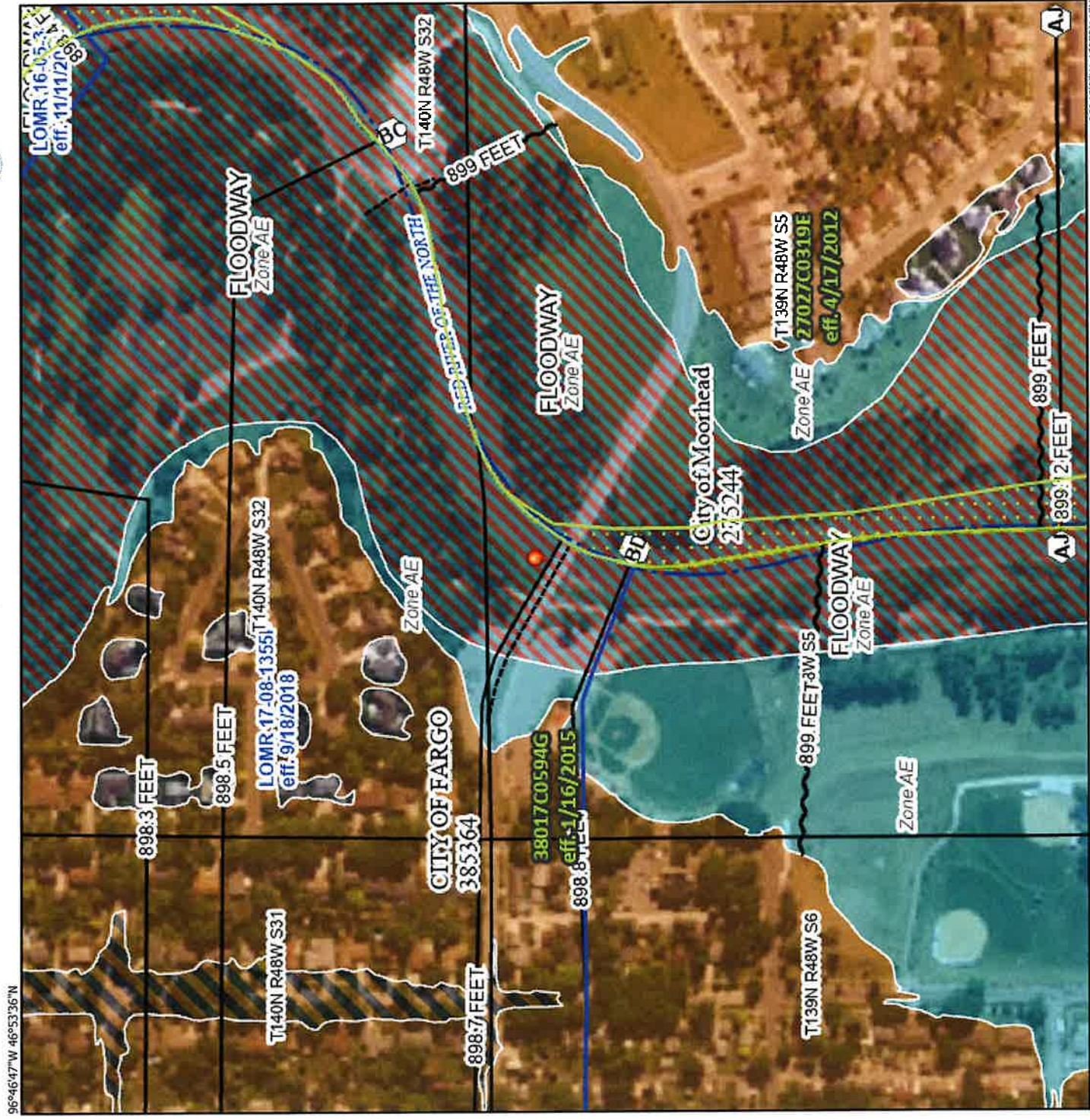
| NO. | Revision | Date | By |
|-----|----------|------|----|
| | | | |
| | | | |
| | | | |

Appendix H
Floodplain and Floodway Information

National Flood Hazard Layer FIRMette



96°46'47"W 46°53'36"N



Legend

SEE FIS REPORT FOR DETAILED LEGEND AND INDEX MAP FOR FIRM PANEL 10 OUT

- SPECIAL FLOOD HAZARD AREAS**
- Without Base Flood Elevation (BFE) Zone A, V, A99
 - With BFE or Depth Zone AE, AO, AH, X, AR
 - Regulatory Floodway
- OTHER AREAS OF FLOOD HAZARD**
- 0.2% Annual Chance Flood Hazard, Area of 1% annual chance flood with average depth less than one foot or with drainage areas of less than one square mile Zone X
 - Future Conditions 1% Annual Chance Flood Hazard Zone X
 - Area with Reduced Flood Risk due to Levee. See Notes. Zone X
 - Area with Flood Risk due to Levee Zone D
- OTHER AREAS**
- NO SCREEN
 - Area of Minimal Flood Hazard Zone X
 - Effective LOMRs
 - Area of Undetermined Flood Hazard Zone
- GENERAL STRUCTURES**
- Channel, Culvert, or Storm Sewer
 - Levee, Dike, or Floodwall
- OTHER FEATURES**
- Cross Sections with 1% Annual Chance Water Surface Elevation
 - 20.2
 - 17.5
 - 8
 - Coastal Transect
 - Base Flood Elevation Line (BFE)
 - Limit of Study
 - Jurisdiction Boundary
 - Coastal Transect Baseline
 - Profile Baseline
 - Hydrographic Feature
- MAP PANELS**
- Digital Data Available
 - No Digital Data Available
 - Unmapped

The pin displayed on the map is an approximate point selected by the user and does not represent an authoritative property location.

This map complies with FEMA's standards for the use of digital flood maps if it is not void as described below. The basemap shown complies with FEMA's basemap accuracy standards. The flood hazard information is derived directly from the authoritative NFHL web services provided by FEMA. This map was exported on 5/7/2025 at 9:22 PM and does not reflect changes or amendments subsequent to this date and time. The NFHL and effective information may change or become superseded by new data over time.

This map image is void if the one or more of the following map elements do not appear: basemap imagery, flood zone labels, legend, scale bar, map creation date, community identifiers, FIRM panel number, and FIRM effective date. Map images for unmapped and unmodernized areas cannot be used for regulatory purposes.

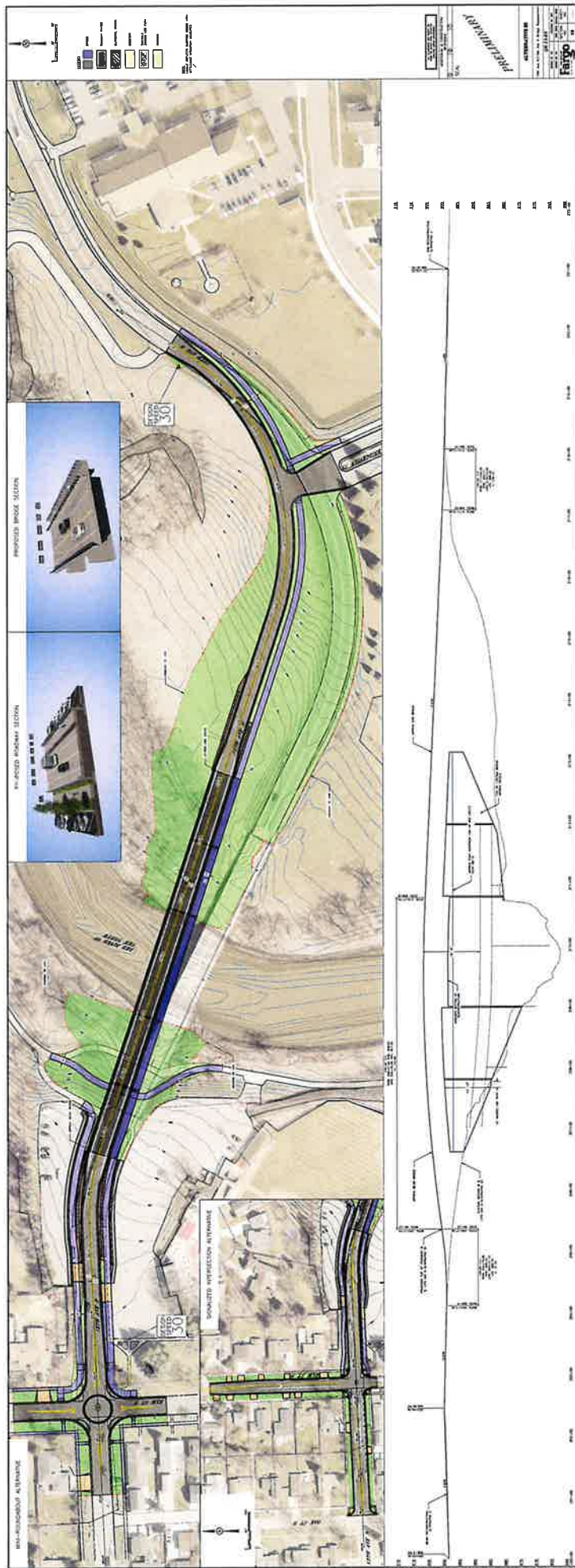
Appendix I Cost Estimates

12TH AVE BRIDGE RECONSTRUCTION - OPINION OF PROBABLE COST

4/10/2026

| ITEM | UNIT | QUANTITY | UNIT COST | COST |
|-------------------------------------|-------|----------|------------------------|-----------------|
| UTILITY RELOCATION | L SUM | 1 | \$100,000.00 | \$100,000.00 |
| CONTRACT BOND | L SUM | 1 | \$190,000.00 | \$190,000.00 |
| CLEARING & GRUBBING | ACRE | 1.53 | \$25,000.00 | \$38,250.00 |
| REMOVAL OF CURB & GUTTER | LF | 3638 | \$13.00 | \$47,294.00 |
| REMOVAL OF PAVEMENT | TON | 3983 | \$20.00 | \$79,660.00 |
| REMOVAL OF PIPE ALL TYPES AND SIZES | LF | 570 | \$45.00 | \$25,650.00 |
| REMOVAL OF MANHOLES | EA | 3 | \$1,600.00 | \$4,800.00 |
| REMOVAL OF CATCH BASIN | EA | 6 | \$900.00 | \$5,400.00 |
| COMMON EXCAVATION-TYPE A | CY | 2497 | \$18.00 | \$44,946.00 |
| TOPSOIL | CY | 2702 | \$12.00 | \$32,424.00 |
| BORROW EXCAVATION | CY | 18572 | \$25.00 | \$464,300.00 |
| EROSION CONTROL | L SUM | 1 | \$90,000.00 | \$90,000.00 |
| RIPRAP GRADE II | CY | 2786 | \$120.00 | \$334,320.00 |
| AGGREGATE BASE COURSE CL 5 | TON | 3013 | \$30.00 | \$90,390.00 |
| SUPERPAVE FAA 43 | TON | 1882 | \$95.00 | \$178,790.00 |
| PG 58S-34 ASPHALT CEMENT | TON | 113 | \$550.00 | \$62,150.00 |
| BRIDGE | SF | 33504 | \$400.00 | \$13,401,600.00 |
| RETAINING WALL | LF | 280 | \$6,500.00 | \$1,820,000.00 |
| MOBILIZATION | L SUM | 1 | \$2,000,000.00 | \$2,000,000.00 |
| TRAFFIC CONTROL | L SUM | 1 | \$35,000.00 | \$35,000.00 |
| PIPE CONC REINF 18IN CL III | LF | 1686 | \$300.00 | \$505,800.00 |
| MANHOLE 48IN | EA | 3 | \$5,000.00 | \$15,000.00 |
| INLET CATCH BASIN | EA | 16 | \$7,500.00 | \$120,000.00 |
| CURB & GUTTER-TYPE I | LF | 3255 | \$60.00 | \$195,300.00 |
| CURB & GUTTER MOUNTABLE-TYPE I | LF | 138 | \$65.00 | \$8,970.00 |
| PERMANENT SIGNING | L SUM | 1 | \$5,000.00 | \$5,000.00 |
| SIDEWALK CONCRETE 5IN | SY | 2700 | \$75.00 | \$202,500.00 |
| CONCRETE ISLAND PAVING | SY | 154 | \$130.00 | \$20,020.00 |
| DRIVEWAY CONCRETE | SY | 502 | \$120.00 | \$60,240.00 |
| PAVEMENT MARKINGS | L SUM | 1 | \$18,000.00 | \$18,000.00 |
| W-BEAM GUARDRAIL | LF | 358 | \$55.00 | \$19,668.00 |
| W-BEAM GUARDRAIL END TERMINAL | EA | 4 | \$3,000.00 | \$12,000.00 |
| LIGHTING SYSTEM A | EA | 1 | \$350,000.00 | \$350,000.00 |
| SURCHARGE EMBANKMENT | CY | 8677 | \$8.00 | \$69,416.00 |
| SURCHARGE REMOVAL | CY | 8677 | \$5.00 | \$43,385.00 |
| PREFABRICATED VERTICAL WICK DRAINS | LF | 270630 | \$1.00 | \$270,630.00 |
| SAND DRAIN | TON | 5753 | \$20.00 | \$115,063.06 |
| | | | SUBTOTAL | \$21,075,966.06 |
| | | | 25% CONTINGENCY | \$5,268,991.51 |
| | | | TOTAL | \$26,344,957.57 |

Appendix J
Preliminary Plan Sheets



Appendix K
Comments from the Draft Documented CATEX

Appendix L
Environmental Commitments

12th Avenue N/15th Avenue N Bridge Replacement Project Environmental Commitments

1. The Contractor shall contact the Coast Guard Ninth District at least 30 days prior to construction start. Provide as-builts and photographs to their office following construction.
2. Work will not be allowed within the Red River channel from March 15 to June 15 due to spawning periods.
3. Equipment that was last used outside of North Dakota or within a Class I infested waterbody (identified on the North Dakota Game and Fish Department (NDGFD) website) requires an inspection by NDGFD. The Contractor will notify the NDGFD at least 10 business days prior to pumps, watercraft, or any equipment entering a public water to allow the NDGFD sufficient time to inspect any and all such equipment for ANS.
4. An unobstructed opening must be maintained in the river throughout construction and demolition activities to maintain fish/aquatic organism movement and normal river flow. This will be incorporated into project design.
5. Riprap associated with the bridge replacement should be sunk one foot below the bottom of the streambed. This will be incorporated into project design.
6. Tree removal will be limited to that specified in project plans and the Contractor will be made aware of clearing limits and how they are marked in the field (e.g., install bright colored flagging/fencing prior to any tree clearing to ensure contractors stay within clearing limits). Tree clearing will be avoided during the bat pupping season (June 1 to August 15, inclusive). Tree impacts for trees larger than 4" in diameter will be mitigated at a 2:1 ratio in accordance with City of Fargo tree replacement policy.
7. Hydro-mulch products containing small plastic fibers will not be used in areas that drain into Public Waters (i.e., Red River of the North).
8. Temporary fill and sedimentation in wetlands or other waters will be removed and restored to preconstruction contours.
9. Unavoidable permanent impacts to natural wetlands are anticipated to be mitigated at a 2:1 ratio at a BWSR Local Government Wetland Replacement Program (LGWRP).
10. The Engineer will coordinate with the Fargo Parks District and with the Fargo Marathon coordinators (Essentia Health Fargo Marathon, 405 Main Ave W #1D, West Fargo, ND 58078; 701-364-2786) to alert them of construction activities occurring during Jack Williams Stadium activities (primarily occurring between June and August) and Fargo Marathon activities (typically held in late May).
11. The Contractor shall notify the FAA through their online system for airspace review prior to construction.

12. The Contractor will submit a Notice of Construction and Renovation (SFN 17987) to NDDEQ and the Deconstruction, Renovation, or Demolition Notification Form to the MPCA 10 days prior to construction.
13. A commitment will be added to the plans that any material potentially containing PCBs must be handled, in accordance with state and federal guidelines.
14. The MN Natural Heritage Review results are valid for one year. In accordance with their letter, if the project has not been initiated within one year, it must be resubmitted for an updated review.

Permitting

The following permits would be obtained prior to construction:

- Clean Water Act Section 404 & Rivers and Harbors Act Section 10 permit (USACE Omaha District (North Dakota Regulatory Office) and USACE St Paul District)
- Wetland Conservation Act Permit (Clay County Soil & Water Conservation District)
- Sovereign Lands Permit (North Dakota Department of Water Resources)
- Floodway authorization (North Dakota Department of Water Resources)
- Conditional Use Permit (City of Moorhead for floodway impacts)
- Floodplain permit (City of Fargo and City of Moorhead)
- NPDES Construction Stormwater permit (North Dakota Department of Environmental Quality and Minnesota Pollution Control Agency) – responsibility of Contractor
- Public Waters Work Permit (Minnesota Department of Natural Resources)
- Watershed Permit (Buffalo-Red River Watershed)
- Notice of Construction and Renovation (SFN 17987) (ND Department of Environmental Quality) – responsibility of Contractor
- Notice of Deconstruction, Renovation, or Demolition Notification Form (MN Pollution Control Agency) – responsibility of Contractor

PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

Project No.: RR-26-A1

Type: BNSF Agreement for Crossing Surface Replacement

Location: 7th Ave N near 14th St N

Date of Hearing: 5/18/2026

| | |
|-----------------|----------------------|
| <u>Routing</u> | <u>Date</u> |
| City Commission | <u>5/26/2026</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 Agreement from BNSF for Project No. RR-26-A1 to replace the existing railroad tracks and crossing surface material on the Hillsboro Sub on 7th Avenue North near 14th Street. BNSF will be replacing this crossing in 2026.

On a motion by Ben Dow, seconded by Susan Thompson, the committee voted to recommend approval of the Agreement with BNSF for Project No. RR-26-A1.

RECOMMENDED MOTION

Concur with the recommendations of PWPEC and approve the Agreement with BNSF for Project No. RR-26-A1.

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 checked="" type="checkbox"/> | <input checked="" 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 type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | |
| Ben Dow, Director of Operations | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | |
| Tom Knakmuhs, City Engineer | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | |
| Susan Thompson, Finance Director | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | |

ATTEST:



 Tom Knakmuhs, PE
 City Engineer

C: Kristi Olson

Memorandum

To: Members of PWPEC
From: Jeremy Gorden, PE, PTOE
Division Engineer - Transportation
Date: May 13, 2026
Re: Project No. RR-26-A1 – Agreement with BNSF for Railroad Crossing
Surface Replacement – Hillsboro Subdivision
Crossing Surface on 7th Avenue North near 14th Street North

Background:

I have received an Agreement from BNSF for a project to replace the existing railroad tracks and crossing surface material on the Hillsboro Sub on 7th Avenue North near 14th Street. BNSF will be replacing this crossing in 2026. I have attached the Agreement for your review.

The estimated cost of this work is \$211,600, and the funding source will be either Sales Tax or Prairie Dog funds.

I support this Agreement as well as adding this project to the 2026 Capital Improvement Program.

Recommended Motion:

Approve the Agreement from NDDOT for Crossing Surface Replacement for the crossing on 7th Avenue North near 14th Street.

JMG/klb
Attachment



CROSSING SURFACE INSTALLATION AGREEMENT

BNSF File No.:
Mile Post 24.082
Line Segment 220
U.S. DOT Number 070851M
Hillsboro Subdivision

This Crossing Surface Installation Agreement (hereinafter called, this "Agreement") is entered into effective as of _____, by and between The City of Fargo (hereinafter called, "AGENCY") and BNSF Railway Company (hereinafter called, "BNSF").

WHEREAS, BNSF operates a freight transportation system by rail with operations throughout the United States and Canada; and

WHEREAS, BNSF desires to replace the existing concrete crossing surface at 7th Ave N with a new concrete crossing surface as shown on the attached Exhibit A;

NOW, THEREFORE, in consideration of the mutual covenants and agreements of the parties contained herein, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

- 1) **BNSF Work.** BNSF must furnish all labor, materials, tools and equipment for the performance of BNSF's Work. The principal elements of BNSF's Work are as follows:
 - A. Remove crossing surfaces and install new wooden ties underneath the crossing surface.
 - B. Reinstall concrete crossing surfaces.
 - C. Perform all necessary grading and paving, including backfill of excavations and restoration of disturbed vegetation on BNSF's right-of-way;
 - D. Provide suitable drainage, both temporary and permanent;
 - E. Job site cleanup including removal of all construction materials, concrete debris, surplus soil, refuse, contaminated soils, asphalt debris, litter and other waste materials to the satisfaction of BNSF.

- 2) **AGENCY Work.** AGENCY must furnish all labor, materials, tools and equipment for the performance of AGENCY's Work. The principal elements of AGENCY's Work are as follows:



- A. Provide all barricades, lights, flagmen or traffic control devices as necessary, during the installation of the concrete crossing surface(s);
- 3) **Payment; Invoicing.** Upon Company's receipt of the materials and supplies necessary for the installation of the new crossing surface, Company will send Agency an invoice detailing the total amount owed by Agency for work. Company shall send to Agency a final invoice upon completion and Agency shall pay the final invoice within 30 days of receipt.

Agency agrees to pay Company Two Hundred Eleven Thousand Six Hundred and No/100 Dollars (\$211,600) to complete the BNSF work.

- 4) **Maintenance of the Crossing Surface.** After installation of the new crossing surface is completed, BNSF will maintain, at its own cost and expense, the crossing surface, against normal wear and tear, in a satisfactory manner for the expected life of the crossing surface. Notwithstanding the preceding sentence, BNSF shall be entitled to receive any contribution toward the cost of such maintenance made available by reason of any existing or future laws, ordinances, regulations, orders, grants, or other means or sources.
- 5) **Vehicular Traffic during Installation.** The AGENCY shall provide, at its own cost and expense, all necessary barricades, lights or traffic control devices for detouring vehicular/pedestrian traffic at the 7th Ave N crossing during installation of the new crossing surface.
- 6) **Drainage.** The AGENCY agrees to allow BNSF to drain water from the 7th Ave N crossing area into existing AGENCY storm sewers, if such storm sewers are available. Drain pipes and filter fabric necessary for such drainage will be furnished and installed by BNSF.
- 7) **Roadway Surfacing Work.** BNSF agrees to provide, at its sole cost and expense, enough asphalt to cover the distance between the existing roadway surface at 7th Ave N and the new crossing surface on both sides of the track as well as the area between the tracks.
- 8) **Contractor Requirements:** AGENCY must require its contractor to comply with the obligations set forth in this Agreement, including Exhibit C and Exhibit C-1, and incorporate in each prime contract for construction of the Project, or the specifications therefor, the provisions set forth in Exhibit C and Exhibit C-1, attached hereto and by reference made a part hereof.

No work shall be commenced within BNSF's right of way until the AGENCY's contractor shall have (i) executed and delivered to BNSF an agreement in the form of said Exhibit C-1 and (ii) delivered to and secured BNSF's approval of the required insurance.



- 9) **Term.** This Agreement begins on the effective date set forth above and remains in effect until completion of all work contemplated in this Agreement and AGENCY's payment of the amounts set forth in Section 3 above.



IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and attested by its duly qualified and authorized officials as of the day and year first written above.

BNSF Railway Company:

By: _____

Printed Name: _____

Title: _____

AGENCY:

The City of Fargo

By: _____

Printed Name: _____

Title: _____

TO D.L. SWITCH, ND
TIMETABLE WEST

Exhibit A

TO FARGO, ND
TIMETABLE EAST

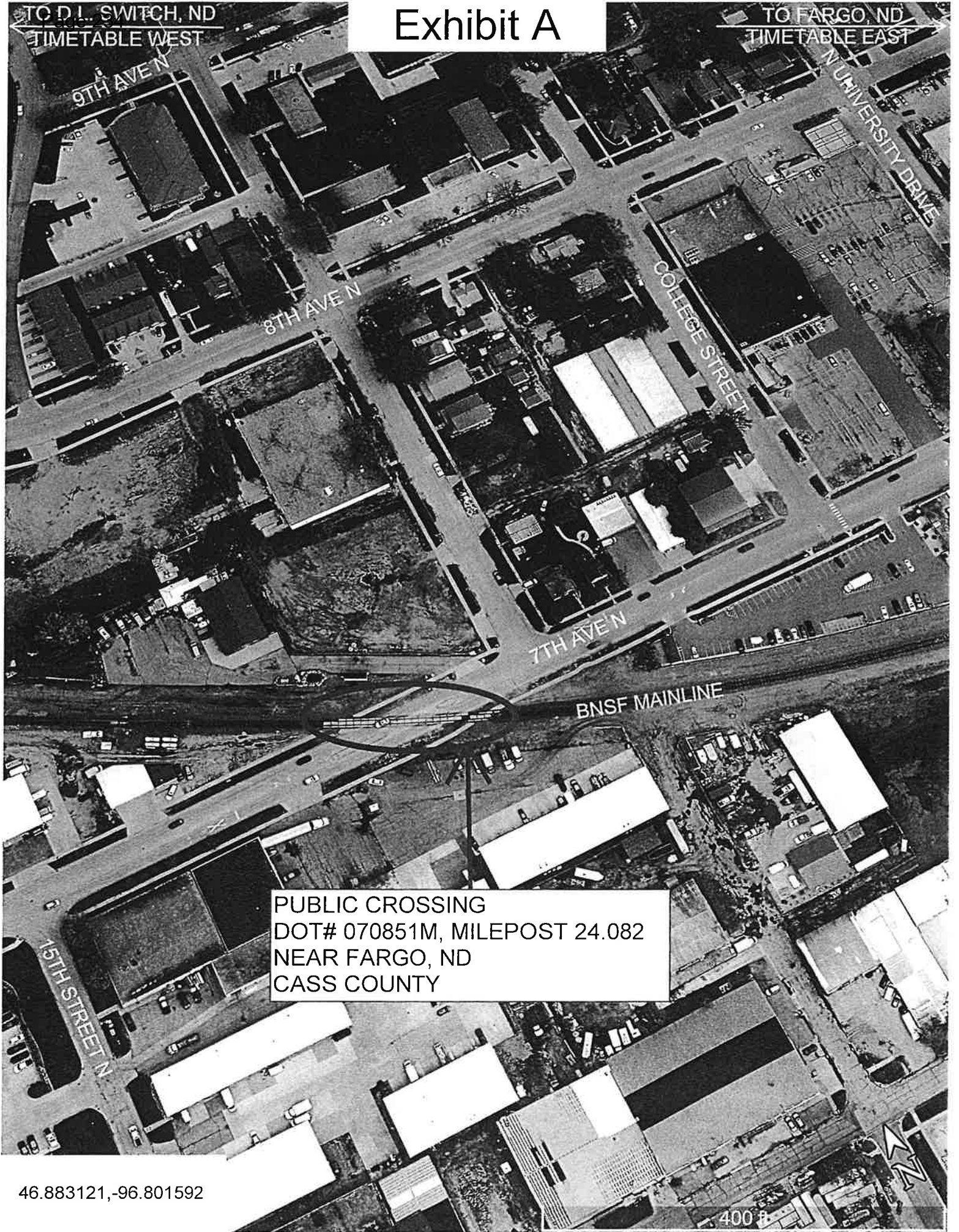




EXHIBIT "C"

CONTRACTOR REQUIREMENTS

1) General

A. The Contractor must cooperate with BNSF RAILWAY COMPANY, hereinafter referred to as "Railway" where work is over or under on or adjacent to Railway property and/or right-of-way, hereafter referred to as "Railway Property", during the construction of

B. The Contractor must execute and deliver to the Railway duplicate copies of the Exhibit "C-1" Agreement, in the form attached hereto, obligating the Contractor to provide and maintain in full force and effect the insurance called for under Section 3 of said Exhibit "C-1". Questions regarding procurement of the Railroad Protective Liability Insurance should be directed to Rosa Martinez at Marsh, USA, 214-303-8519.

C. The Contractor must plan, schedule and conduct all work activities so as not to interfere with the movement of any trains on Railway Property.

D. The Contractor's right to enter Railway's Property is subject to the absolute right of Railway to cause the Contractor's work on Railway's Property to cease if, in the opinion of Railway, Contractor's activities create a hazard to Railway's Property, employees, and/or operations. Railway will have the right to stop construction work on the Project if any of the following events take place: (i) Contractor (or any of its subcontractors) performs the Project work in a manner contrary to the plans and specifications approved by Railway; (ii) Contractor (or any of its subcontractors), in Railway's opinion, prosecutes the Project work in a manner which is hazardous to Railway property, facilities or the safe and expeditious movement of railroad traffic; (iii) the insurance described in the attached Exhibit C-1 is canceled during the course of the Project; or (iv) Contractor fails to pay Railway for the Temporary Construction License or the Easement. The work stoppage will continue until all necessary actions are taken by Contractor or its subcontractor to rectify the situation to the satisfaction of Railway's Division Engineer or until additional insurance has been delivered to and accepted by Railway. In the event of a breach of (i) this Agreement, (ii) the Temporary Construction License, or (iii) the Easement, Railway may immediately terminate the Temporary Construction License or the Easement. Any such work stoppage under this provision will not give rise to any liability on the part of Railway. Railway's right to stop the work is in addition to any other rights Railway may have including, but not limited to, actions or suits for damages or lost profits. In the event that Railway desires to stop construction work on the Project, Railway agrees to immediately notify the following individual in writing:



- E. The Contractor is responsible for determining and complying with all Federal, State and Local Governmental laws and regulations, including, but not limited to Environmental Laws (as defined below) and health and safety laws and regulations. The Contractor hereby indemnifies, defends and holds harmless Railway for, from and against all fines or penalties imposed or assessed by Federal, State and Local Governmental Agencies against the Railway which arise out of Contractor's work under this Agreement.

- F. The Contractor must notify **(Agency)** at (_____) _____ and Railway's Manager Public Projects, telephone number (_____) _____ at least thirty (30) calendar days before commencing any work on Railway Property. Contractor's notification to Railway must refer to Railway's file _____.

- G. For any bridge demolition and/or falsework above any tracks or any excavations located with any part of the excavations located within, whichever is greater, twenty-five (25) feet of the nearest track or intersecting a slope from the plane of the top of rail on a 2 horizontal to 1 vertical slope beginning at eleven (11) feet from centerline of the nearest track, both measured perpendicular to center line of track, the Contractor must furnish the Railway five sets of working drawings showing details of construction affecting Railway Property and tracks. The working drawing must include the proposed method of installation and removal of falsework, shoring or cribbing, not included in the contract plans and two sets of structural calculations of any falsework, shoring or cribbing. For all excavation and shoring submittal plans, the current "BNSF-UPRR Guidelines for Temporary Shoring" must be used for determining the design loading conditions to be used in shoring design, and all calculations and submittals must be in accordance with the current "BNSF-UPRR Guidelines for Temporary Shoring". All submittal drawings and calculations must be stamped by a registered professional engineer licensed to practice in the state the project is located. All calculations must take into consideration railway surcharge loading and must be designed to meet American Railway Engineering and Maintenance-of-Way Association (previously known as American Railway Engineering Association) Coopers E-80 live loading standard. All drawings and calculations must be stamped by a registered professional engineer licensed to practice in the state the project is located. The Contractor must not begin work until notified by the Railway that plans have been approved. The Contractor will be required to use lifting devices such as, cranes and/or winches to place or to remove any falsework over Railway's tracks. In no case will the Contractor be relieved of responsibility for results obtained by the implementation of said approved plans.



H. Subject to the movement of Railway's trains, Railway will cooperate with the Contractor such that the work may be handled and performed in an efficient manner. The Contractor will have no claim whatsoever for any type of damages or for extra or additional compensation in the event his work is delayed by the Railway.

2) Contractor Safety Orientation

A. No employee of the Contractor, its subcontractors, agents or invitees may enter Railway Property without first having completed Railway's Engineering Contractor Safety Orientation, found on the web site www.BNSFContractor.com. The Contractor must ensure that each of its employees, subcontractors, agents or invitees completes Railway's Engineering Contractor Safety Orientation through internet sessions before any work is performed on the Project. Additionally, the Contractor must ensure that each and every one of its employees, subcontractors, agents or invitees possesses a card certifying completion of the Railway Contractor Safety Orientation before entering Railway Property. The Contractor is responsible for the cost of the Railway Contractor Safety Orientation. The Contractor must renew the Railway Contractor Safety Orientation annually. Further clarification can be found on the web site or from the Railway's Representative.

3) Railway Requirements

A. The Contractor must take protective measures as are necessary to keep railway facilities, including track ballast, free of sand, debris, and other foreign objects and materials resulting from his operations. Any damage to railway facilities resulting from Contractor's operations will be repaired or replaced by Railway and the cost of such repairs or replacement must be paid for by the Agency.

B. The Contractor must notify the Railway's Project Engineer _____ at (_____) _____ and provide blasting plans to the Railway for review seven (7) calendar days prior to conducting any blasting operations adjacent to or on Railway's Property.

C. The Contractor must abide by the following temporary clearances during construction:

- 15'-0" Horizontally from centerline of nearest track
- 21'-6" Vertically above top of rail
- 27'-0" Vertically above top of rail for electric wires carrying less than 750 volts
- 28'-0" Vertically above top of rail for electric wires carrying 750 volts to 15,000 volts
- 30'-0" Vertically above top of rail for electric wires carrying 15,000 volts to 20,000 volts
- 34'-0" Vertically above top of rail for electric wires carrying more than 20,000 volts



D. Upon completion of construction, the following clearances shall be maintained:

- 25' Horizontally from centerline of nearest track
- 23' 6" Vertically above top of rail

- E. Any infringement within State statutory clearances due to the Contractor's operations must be submitted to the Railway and to the **(Agency)** and must not be undertaken until approved in writing by the Railway, and until the **(Agency)** has obtained any necessary authorization from the State Regulatory Authority for the infringement. No extra compensation will be allowed in the event the Contractor's work is delayed pending Railway approval, and/or the State Regulatory Authority's approval.
- F. In the case of impaired vertical clearance above top of rail, Railway will have the option of installing tell-tales or other protective devices Railway deems necessary for protection of Railway operations. The cost of tell-tales or protective devices will be borne by the Agency.
- G. The details of construction affecting the Railway's Property and tracks not included in the contract plans must be submitted to the Railway by **(Agency)** for approval before work is undertaken and this work must not be undertaken until approved by the Railway.
- H. At other than public road crossings, the Contractor must not move any equipment or materials across Railway's tracks until permission has been obtained from the Railway. The Contractor must obtain a "Temporary Construction Crossing Agreement" from the Railway prior to moving his equipment or materials across the Railways tracks. The temporary crossing must be gated and locked at all times when not required for use by the Contractor. The temporary crossing for use of the Contractor will be constructed and, at the completion of the project, removed at the expense of the Contractor.
- I. Discharge, release or spill on the Railway Property of any hazardous substances, oil, petroleum, constituents, pollutants, contaminants, or any hazardous waste is prohibited and Contractor must immediately notify the Railway's Resource Operations Center at 1(800) 832-5452, of any discharge, release or spills in excess of a reportable quantity. Contractor must not allow Railway Property to become a treatment, storage or transfer facility as those terms are defined in the Resource Conservation and Recovery Act or any state analogue.
- J. The Contractor upon completion of the work covered by this contract, must promptly remove from the Railway's Property all of Contractor's tools, equipment, implements and other materials, whether brought upon said property by said Contractor or any Subcontractor, employee or agent of Contractor or of any Subcontractor, and must cause Railway's Property to be left in a condition acceptable to the Railway's representative.

4) Contractor Roadway Worker on Track Safety Program and Safety Action Plan



- A. Each Contractor that will perform work within 25 feet of the centerline of a track must develop and implement a Roadway Worker Protection/On Track Safety Program and work with Railway Project Representative to develop an on track safety strategy as described in the guidelines listed in the on track safety portion of the Safety Orientation. This Program must provide Roadway Worker protection/on track training for all employees of the Contractor, its subcontractors, agents or invitees. This training is reinforced at the job site through job safety briefings. Additionally, each Contractor must develop and implement the Safety Action Plan, as provided for on the web site www.BNSFContractor.com, which will be made available to Railway prior to commencement of any work on Railway Property. During the performance of work, the Contractor must audit its work activities. The Contractor must designate an on-site Project Supervisor who will serve as the contact person for the Railway and who will maintain a copy of the Safety Action Plan, safety audits, and Material Safety Datasheets (MSDS), at the job site.
- B. Contractor shall have a background investigation performed on all of its employees, subcontractors and agents who will be performing any services for Railroad under this Agreement which are determined by Railroad in its sole discretion **a)** to be on Railroad's property, or **b)** that require access to Railroad Critical Infrastructure, Railroad Critical Information Systems, Railroad's Employees, Hazardous Materials on Railroad's property or is being transported by or otherwise in the custody of Railroad, or Freight in Transit involving Railroad.
- i) The required background screening shall at a minimum meet the rail industry background screening criteria defined by the e-RAILSAFE Program as outlined at www.erailsafe.com, in addition to any other applicable regulatory requirements.
 - ii) Contractor shall obtain written consent from all its employees, subcontractors or agents screened in compliance with the e-RAILSAFE Program to participate in the Program on their behalf and to release completed background information to Railroad's designee. Contractor shall be subject to periodic audit to ensure compliance.
 - iii) Contractor subject to the e-RAILSAFE Program hereunder shall not permit any of its employees, subcontractors or agents to perform services hereunder who are not first approved under e-RAILSAFE Program standards. Railroad shall have the right to deny entry onto its premises or access as described in this section above to any of Contractor's employees, subcontractors or agents who do not display the authorized identification badge issued by a background screening service meeting the standards set forth in the e-RAILSAFE Program, or who in Railroad's opinion, which may not be unreasonable, may pose a threat to the safety or security of Railroad's operations, assets or personnel.



- iv) Contractors shall be responsible for ensuring that its employees, subcontractors and agents are United States citizens or legally working in the United States under a lawful and appropriate work VISA or other work authorization.

5) Railway Flagger Services

- A. The Contractor must give BNSF's Scheduling Agent (BNSFScheduling@wilsonco.com) a minimum of thirty (30) calendar days advance notice when flagging services will be required so that the Scheduling Agent can make appropriate arrangements (i.e., obtain availability and cost estimate for three (3) approved vendors for selection). If flagging services are scheduled in advance by the Contractor and it is subsequently determined by the parties hereto that such services are no longer necessary, the Contractor must give the Scheduling Agent ten (10) working days advance notice so that appropriate arrangements can be made to abolish the position pursuant to union requirements.
- B. Unless determined otherwise by Railway's Project Representative, protective flagging services will be required when Contractor's work activities are located over, under and/or within twenty-five (25) feet measured horizontally from centerline of the nearest track and when cranes or similar equipment positioned beyond 25-feet from the track centerline could foul the track in the event of tip over or other catastrophic occurrence, but not limited thereto for the following conditions:
 - i) When, upon inspection by Railway's Representative, other conditions warrant.
 - ii) When any excavation is performed below the bottom of tie elevation, if, in the opinion of Railway's representative, track or other Railway facilities may be subject to movement or settlement.
 - iii) When work in any way interferes with the safe operation of trains at timetable speeds.
 - iv) When any hazard is presented to Railway track, communications, signal, electrical, or other facilities either due to persons, material, equipment or blasting in the vicinity.
 - v) Special permission must be obtained from the Railway before moving heavy or cumbersome objects or equipment which might result in making the track impassable.
- C. Flagging services will be performed by qualified Railway flaggers.
 - i) Flagging crew generally consists of one employee. However, additional personnel may be required to protect Railway Property and operations, if deemed necessary by the Railways Representative.



- ii) Each time a flagger is called, the minimum period for billing will be the eight (8) hour basic day.
- iii) The cost of flagger services provided by the Railway will be borne by **(Agency)** and invoiced through BNSF's Scheduling Agent. The estimated cost for one (1) flagger is approximately between \$1,200.00-\$2,000.00 for an eight (8) hour basic day with time and one-half or double time for overtime, rest days and holidays. The estimated cost for each flagger includes vacation allowance, paid holidays, Railway and unemployment insurance, public liability and property damage insurance, health and welfare benefits, vehicle, transportation, meals, lodging, radio, equipment, supervision, scheduling and other costs incidental to performing flagging services. Negotiations for Railway labor or collective bargaining agreements and rate changes authorized by appropriate Federal authorities may increase actual or estimated flagging rates. **THE FLAGGING RATE IN EFFECT AT THE TIME OF PERFORMANCE BY THE CONTRACTOR HEREUNDER WILL BE USED TO CALCULATE THE ACTUAL COSTS OF FLAGGING PURSUANT TO THIS PARAGRAPH.**

The cost of **inspector coordinator services** provided by the railway will be borne by **Contractor**. The estimated cost for inspector coordinator services is approximately \$1,200 per day. The contractor shall reimburse the railroad for actual costs of inspection services.

- iv) The average train traffic on this route is _____ freight trains per 24-hour period at a timetable speed _____ MPH and _____ passenger trains at a timetable speed of _____ MPH.

6) Contractor General Safety Requirements

- A. Work in the proximity of railway track(s) is potentially hazardous where movement of trains and equipment can occur at any time and in any direction. All work performed by contractors within 25 feet of any track must be in compliance with FRA Roadway Worker Protection Regulations.
- B. Before beginning any task on Railway Property, a thorough job safety briefing must be conducted with all personnel involved with the task and repeated when the personnel or task changes. If the task is within 25 feet of any track, the job briefing must include the Railway's flagger, as applicable, and include the procedures the Contractor will use to protect its employees, subcontractors, agents or invitees from moving any equipment adjacent to or across any Railway track(s).
- C. Workers must not work within 25 feet of the centerline of any track without an on track safety strategy approved by the Railway's Project Representative. When authority is provided, every contractor employee must know: (1) who the Railway flagger is, and how



to contact the flagger, (2) limits of the authority, (3) the method of communication to stop and resume work, and (4) location of the designated places of safety. Persons or equipment entering flag/work limits that were not previously job briefed, must notify the flagger immediately, and be given a job briefing when working within 25 feet of the center line of track.

- D. When Contractor employees are required to work on the Railway Property after normal working hours or on weekends, the Railway's representative in charge of the project must be notified. A minimum of two employees must be present at all times.
- E. Any employees, agents or invitees of Contractor or its subcontractors under suspicion of being under the influence of drugs or alcohol, or in the possession of same, will be removed from the Railway's Property and subsequently released to the custody of a representative of Contractor management. Future access to the Railway's Property by that employee will be denied.
- F. Any damage to Railway Property, or any hazard noticed on passing trains must be reported immediately to the Railway's representative in charge of the project. Any vehicle or machine which may come in contact with track, signal equipment, or structure (bridge) and could result in a train derailment must be reported immediately to the Railway representative in charge of the project and to the Railway's Resource Operations Center at 1(800) 832-5452. Local emergency numbers are to be obtained from the Railway representative in charge of the project prior to the start of any work and must be posted at the job site.
- G. For safety reasons, all persons are prohibited from having pocket knives, firearms or other deadly weapons in their possession while working on Railway's Property.
- H. All personnel protective equipment (PPE) used on Railway Property must meet applicable OSHA and ANSI specifications. Current Railway personnel protective equipment requirements are listed on the web site, www.BNSFContractor.com, however, a partial list of the requirements include: a) safety glasses with permanently affixed side shields (no yellow lenses); b) hard hats; c) safety shoe with: hardened toes, above-the-ankle lace-up and a defined heel; and d) high visibility retro-reflective work wear. The Railway's representative in charge of the project is to be contacted regarding local specifications for meeting requirements relating to hi-visibility work wear. Hearing protection, fall protection, gloves, and respirators must be worn as required by State and Federal regulations. **(NOTE – Should there be a discrepancy between the information contained on the web site and the information in this paragraph, the web site will govern.)**
- I. **THE CONTRACTOR MUST NOT PILE OR STORE ANY MATERIALS, MACHINERY OR EQUIPMENT CLOSER THAN 25'-0" TO THE CENTER LINE OF THE NEAREST RAILWAY TRACK. MATERIALS, MACHINERY OR EQUIPMENT MUST NOT BE**



STORED OR LEFT WITHIN 250 FEET OF ANY HIGHWAY/RAIL AT-GRADE CROSSINGS OR TEMPORARY CONSTRUCTION CROSSING, WHERE STORAGE OF THE SAME WILL OBSTRUCT THE VIEW OF A TRAIN APPROACHING THE CROSSING. PRIOR TO BEGINNING WORK, THE CONTRACTOR MUST ESTABLISH A STORAGE AREA WITH CONCURRENCE OF THE RAILWAY'S REPRESENTATIVE.

- J. Machines or vehicles must not be left unattended with the engine running. Parked machines or equipment must be in gear with brakes set and if equipped with blade, pan or bucket, they must be lowered to the ground. All machinery and equipment left unattended on Railway's Property must be left inoperable and secured against movement. (See internet Engineering Contractor Safety Orientation program for more detailed specifications)
- K. Workers must not create and leave any conditions at the work site that would interfere with water drainage. Any work performed over water must meet all Federal, State and Local regulations.
- L. All power line wires must be considered dangerous and of high voltage unless informed to the contrary by proper authority. For all power lines the minimum clearance between the lines and any part of the equipment or load must be; 200 KV or below - 15 feet; 200 to 350 KV - 20 feet; 350 to 500 KV - 25 feet; 500 to 750 KV - 35 feet; and 750 to 1000 KV - 45 feet. If capacity of the line is not known, a minimum clearance of 45 feet must be maintained. A person must be designated to observe clearance of the equipment and give a timely warning for all operations where it is difficult for an operator to maintain the desired clearance by visual means.

7) Excavation

- A. Before excavating, the Contractor must determine whether any underground pipe lines, electric wires, or cables, including fiber optic cable systems are present and located within the Project work area. The Contractor must determine whether excavation on Railway's Property could cause damage to buried cables resulting in delay to Railway traffic and disruption of service to users. Delays and disruptions to service may cause business interruptions involving loss of revenue and profits. Before commencing excavation, the Contractor must contact **BNSF's Field Engineering Representative Name at XXX-XXX-XXXX**. All underground and overhead wires will be considered HIGH VOLTAGE and dangerous until verified with the company having ownership of the line. **It is the Contractor's responsibility to notify any other companies that have underground utilities in the area and arrange for the location of all underground utilities before excavating.**
- B. The Contractor must cease all work and notify the Railway immediately before continuing excavation in the area if obstructions are encountered which do not appear on drawings. If



the obstruction is a utility and the owner of the utility can be identified, then the Contractor must also notify the owner immediately. If there is any doubt about the location of underground cables or lines of any kind, no work must be performed until the exact location has been determined. There will be no exceptions to these instructions.

- C. All excavations must be conducted in compliance with applicable OSHA regulations and, regardless of depth, must be shored where there is any danger to tracks, structures or personnel.
- D. Any excavations, holes or trenches on the Railway's Property must be covered, guarded and/or protected when not being worked on. When leaving work site areas at night and over weekends, the areas must be secured and left in a condition that will ensure that Railway employees and other personnel who may be working or passing through the area are protected from all hazards. All excavations must be back filled as soon as possible.
- E. Excavations and restoration must be conducted in accordance with all applicable Legal Requirements and the environmental provisions of Section 8.
- F. All fill materials to be imported to Railway's property shall be certified clean fill or from a Railway-approved source, and must otherwise be suitable for its intended purpose as backfill material. Supporting documentation shall be provided to Railway upon request.
- G. Contractor must meet the appropriate compaction requirements for all fills and will be responsible for settlement of all fills, erosion, and embankments that may occur as a result of the placement fill.

8) Environmental Requirements:

- A. Contractor must comply with all Environmental Laws (as defined below). Contractor must not maintain a "treatment," "storage," "transfer" or "disposal" facility, or "underground storage tank," as those terms are defined by Environmental Laws, on the Railway Property or the right of way. Contractor will not handle, transport, release or suffer the release of Hazardous Materials (as defined below).
- B. If Contractor discovers any hazardous waste, hazardous substance, petroleum or other deleterious material, including but not limited to any release of Hazardous Materials non-containerized commodity or material, on or adjacent to Railway's Property, in or near any surface water, swamp, wetlands or waterways, while performing any work under this Agreement, Contractor must immediately: (a) notify the Railway's Resource Operations Center at 1(800) 832-5452, of such discovery; (b) take safeguards necessary to protect its employees, subcontractors, agents and/or third parties; and (c) exercise due care with respect to the release, including the taking of any appropriate measure to minimize the



impact of such release. Contractor must also give Railway prompt notice of all measures undertaken to investigate, remediate, or respond to any aforementioned condition.

- C. If Railway has notice from Contractor or otherwise of a release or violation of Environmental Laws arising in any way with respect to the work which occurred or may occur during the term of this Agreement, Railway may require Contractor, at Contractor's sole risk and expense, to take timely measures to investigate, remediate, respond to or otherwise cure such release or violation affecting the Railway's Property.
- D. If during the construction or subsequent maintenance of the work or Structures, or any other soil-disturbing activities, soils or other materials considered to be environmentally impacted are encountered, Contractor will stop work immediately and notify Railway. After consultation with Railway, Contractor shall, at Contractor's expense, characterize any such impacted soils. Upon receiving sampling results, Contractor shall, at Contractor's expense, in consultation with Railway, manage, remove, and/or dispose any such impacted soils offsite at an appropriately-licensed facility in accordance with Environmental Laws. Soil characterization and applicable disposal requirements, shall be in accordance with applicable federal, state, and local Environmental Laws or in consultation with an agency having the capacity and authority to make such a determination.
- E. All soils and materials to be removed from the Railway Property or right of way must be properly characterized, managed, transported, and disposed of at an appropriately-licensed facility, at Contractor's expense, in accordance with all Environmental Laws. Contractor shall be the "Generator" of any and all such materials and waste, as such term is defined in Environmental Laws.
- F. Notwithstanding anything in this Section 1.08, Contractor understands that Railway has no duty or obligation to monitor Contractor's use of the property or right of way to determine Contractor's compliance with Environmental Laws, it being solely Contractor's responsibility to ensure that Contractor's use is compliant. Regulatory plans and a minimum of two (2) years of records/inspections shall be readily available. Contractor shall promptly provide the same to the Railroad upon request.
- G. "Environmental Law(s)" shall mean any federal, state, local, or tribal law, statute, ordinance, code, rule, regulation, policy, common law, license, authorization, decision, order, or injunction which pertains to health, safety, any Hazardous Material, or the environment (including but not limited to ground, air, water, or noise pollution or contamination, and underground or above-ground tanks) and shall include, without limitation, CERCLA 42 U.S.C. §9601 et seq.; the Resource Conservation and Recovery Act, 42 U.S.C. §6901 et seq., CERCLA; the Hazardous Materials Transportation Act, 49 U.S.C. §5101 et seq.; the Federal Water Pollution Control Act, 33 U.S.C. §1251 et seq.; the Clean Air Act, 42 U.S.C. §7401 et seq.; the Toxic Substances Control Act, 15 U.S.C. §2601 et seq.; the Safe Drinking Water Act, 42 U.S.C. §300f et seq.; the Emergency



Planning and Community Right-to-Know Act, 42 U.S.C. 11001 et seq.; the Federal Insecticide, Fungicide and Rodenticide Act, 7 U.S.C. 136 to 136y; the Oil Pollution Act, 33 U.S.C. 2701 et seq.; and the Occupational Safety and Health Act, 29 U.S.C. 651 et seq.; all as have been amended from time to time, and any other federal, state, local, or tribal environmental requirements, together with all rules, regulations, orders, and decrees now or hereafter promulgated under any of the foregoing, as any of the foregoing now exist or may be changed or amended or come into effect in the future.

- H. "Hazardous Material(s)" shall include but shall not be limited to any substance, material, or waste that is regulated by any Environmental Law or otherwise regulated by any federal, state, local, or tribal governmental authority because of toxic, flammable, explosive, corrosive, reactive, radioactive or other properties that may be hazardous to human health or the environment, including without limitation asbestos and asbestos-containing materials, radon, petroleum and petroleum products, urea formaldehyde foam insulation, methane, lead-based paint, polychlorinated biphenyl compounds, hydrocarbons or like substances and their additives or constituents, pesticides, agricultural chemicals, and any other special, toxic, or hazardous (i) substances, (ii) materials, or (iii) wastes of any kind, including without limitation those now or hereafter defined, determined, or identified as "hazardous chemicals," "hazardous substances," "hazardous materials," "toxic substances," or "hazardous wastes" in any Environmental Law.

9) Personal Injury Reporting

- A. The Railway is required to report certain injuries as a part of compliance with Federal Railroad Administration (FRA) reporting requirements. Any personal injury sustained by an employee of the Contractor, subcontractor or Contractor's invitees while on the Railway's Property must be reported immediately (by phone mail if unable to contact in person) to the Railway's representative in charge of the project. The Non-Employee Personal Injury Data Collection Form contained herein is to be completed and sent by Fax to the Railway at 1(817) 352-7595 and to the Railway's Project Representative no later than the close of shift on the date of the injury.



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NON-EMPLOYEE PERSONAL INJURY DATA COLLECTION

Please complete this form and provide to the BNSF supervisor, who will input this information into the EHS Star system. For questions, call (817) 352-1267 or email Safety.IncidentReporting@BNSF.com.

Accident City/State: _____ Date: _____ Time: _____

County: _____ Temperature: _____ Weather: _____
(if non-BNSF location)

Name (Last/First/MI): _____

Age: _____ Gender (if available): _____

Company: _____

eRailsafe Badge Number: _____ Expiration Date: _____

BNSF Contractor Badge Number: _____ Expiration Date: _____

Injury: _____ Body Part: _____
(e.g., laceration) (e.g., hand)

Description of accident (including how accident occurred, potential cause, etc.):

Work activity in progress at time of accident: _____

Tools, machinery, or hazardous materials involved in accident: _____

Treatment:

- First Aid Only
- Required Medical Treatment
- Other Medical Treatment: _____

Dr. Name: _____ Date: _____

Dr. Street Address: _____ City: _____ State: _____ Zip: _____

Hospital Name: _____

Hospital Street Address: _____ City: _____ State: _____ Zip: _____

Diagnosis: _____

THIS REPORT IS PART OF BNSF'S ACCIDENT REPORT PURSUANT TO THE ACCIDENT REPORTS STATUTE AND, AS SUCH SHALL NOT "BE ADMITTED AS EVIDENCE OR USED FOR ANY PURPOSE IN ANY SUIT OR ACTION FOR DAMAGES GROWING OUT OF ANY MATTER MENTIONED IN SAID REPORT...." 49 U.S.C. § 20903. See 49 C.F.R. § 225.7(b).



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EXHIBIT "C-1"
Agreement Between
BNSF RAILWAY COMPANY
and the
CONTRACTOR

Railway File: _____

Agency Project: _____

Account Name, (hereinafter called "Contractor"), has entered into an agreement (hereinafter called "Agreement") dated _____, 20__, TBD with **AGENCY** for the performance of certain work in connection with the following project: _____. Performance of such work will necessarily require Contractor to enter **BNSF RAILWAY COMPANY** (hereinafter called "Railway") right of way and property (hereinafter called "Railway Property"). The Agreement provides that no work will be commenced within Railway Property until the Contractor employed in connection with said work for **AGENCY** i) executes and delivers to Railway an Agreement in the form hereof, and (ii) provides insurance of the coverage and limits specified in such Agreement and Section 3 herein. If this Agreement is executed by a party who is not the Owner, General Partner, President or Vice President of Contractor, Contractor must furnish evidence to Railway certifying that the signatory is empowered to execute this Agreement on behalf of Contractor.

Accordingly, in consideration of Railway granting permission to Contractor to enter upon Railway Property and as an inducement for such entry, Contractor, effective on the date of the Agreement, has agreed and does hereby agree with Railway as follows:

1) RELEASE OF LIABILITY AND INDEMNITY

A. Contractor hereby waives, releases, indemnifies, defends and holds harmless Railway for all judgments, awards, claims, demands, and expenses (including attorneys' fees), for injury or death to all persons, including Railway's and Contractor's officers and employees, and for loss and damage to property belonging to any person, arising in any manner from Contractor's or any of



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Contractor's subcontractors' acts or omissions or any work performed on or about Railway's property or right-of-way. **THE LIABILITY ASSUMED BY CONTRACTOR WILL NOT BE AFFECTED BY THE FACT, IF IT IS A FACT, THAT THE DESTRUCTION, DAMAGE, DEATH, OR INJURY WAS OCCASIONED BY OR CONTRIBUTED TO BY THE NEGLIGENCE OF RAILWAY, ITS AGENTS, SERVANTS, EMPLOYEES OR OTHERWISE, EXCEPT TO THE EXTENT THAT SUCH CLAIMS ARE PROXIMATELY CAUSED BY THE INTENSIONAL MISCONDUCT OR GROSS NEGLIGENCE OF RAILWAY.**

- B. THE INDEMNIFICATION OBLIGATION ASSUMED BY CONTRACTOR INCLUDES ANY CLAIMS, SUITS OR JUDGMENTS BROUGHT AGAINST RAILWAY UNDER THE FEDERAL EMPLOYEE'S LIABILITY ACT, INCLUDING CLAIMS FOR STRICT LIABILITY UNDER THE SAFETY APPLIANCE ACT OR THE LOCOMOTIVE INSPECTION ACT, WHENEVER SO CLAIMED.**
- C. Contractor further agrees, at its expense, in the name and on behalf of Railway, that it will adjust and settle all claims made against Railway, and will, at Railway's discretion, appear and defend any suits or actions of law or in equity brought against Railway on any claim or cause of action arising or growing out of or in any manner connected with any liability assumed by Contractor under this Agreement for which Railway is liable or is alleged to be liable. Railway will give notice to Contractor, in writing, of the receipt or dependency of such claims and thereupon Contractor must proceed to adjust and handle to a conclusion such claims, and in the event of a suit being brought against Railway, Railway may forward summons and complaint or other process in connection therewith to Contractor, and Contractor, at Railway's discretion, must defend, adjust, or settle such suits and protect, indemnify, and save harmless Railway from and against all damages, judgments, decrees, attorney's fees, costs, and expenses growing out of or resulting from or incident to any such claims or suits.
- D. In addition to any other provision of this Agreement, in the event that all or any portion of this Article shall be deemed to be inapplicable for any reason, including without limitation as a result of a decision of an applicable court, legislative enactment or regulatory order, the parties agree that this Article shall be interpreted as requiring Contractor to indemnify Railway to the fullest extent permitted by applicable law. **THROUGH THIS AGREEMENT THE PARTIES EXPRESSLY INTEND FOR CONTRACTOR TO INDEMNIFY RAILWAY FOR RAILWAY'S ACTS OF NEGLIGENCE.**



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E. It is mutually understood and agreed that the assumption of liabilities and indemnification provided for in this Agreement survive any termination of this Agreement.

2) TERM

A. This Agreement is effective from the date of the Agreement until (i) the completion of the project set forth herein, and (ii) full and complete payment to Railway of any and all sums or other amounts owing and due hereunder.

3) INSURANCE

Contractor shall, at its sole cost and expense, procure and maintain during the life of this Agreement the following insurance coverage:

A. Commercial General Liability "CGL" Insurance

- i) The policy will provide a minimum of \$2,000,000 each occurrence and an aggregate limit of at least \$4,000,000 but in no event less than the amount otherwise carried by the provider. Coverage must be purchased on a post 2004 ISO occurrence form or equivalent and include coverage for, but not limited to, the following:
 - (1) Bodily Injury and Property Damage
 - (2) Personal Injury and Advertising Injury
 - (3) Fire legal liability
 - (4) Products and completed operations
- ii) This policy shall also contain the following endorsements or language, which shall be indicated on the certificate of insurance:
 - (1) definition of "Insured Contract" will be amended to remove any exclusion or other limitation for any work being done within 50 feet of RAILWAY's



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property.

- (2) Waiver of subrogation in favor of and acceptable to RAILWAY; and
 - (3) Additional insured endorsement in favor of and acceptable to RAILWAY and include coverage for ongoing operations and completed operations; and
 - (4) Separation of insureds; and
 - (5) The policy will be primary and non-contributing with respect to any insurance carried by RAILWAY.
- iii) It is agreed that the workers' compensation and employers' liability related exclusions in the Commercial General Liability insurance policy(s) required herein are intended to apply to employees of the policy holder and shall not apply to **Railway** employees.
- iv) No other endorsements limiting coverage as respects obligations under this Agreement may be included on the policy with regard to the work being performed under this agreement.

B. Business Automobile Insurance

- i) The insurance will provide minimum coverage with a combined single limit of at least \$1,000,000 per accident, and include coverage for, but not limited to the following:
 - (1) Bodily injury and property damage
 - (2) Any and all vehicles owned, used or hired
- ii) The policy will include the following endorsements or language, which will be indicated on or attached to the certificate of insurance:
 - (1) Waiver of subrogation in favor of and acceptable to RAILWAY;
 - (2) Additional insured endorsement in favor of and acceptable to RAILWAY;
 - (3) Separation of insureds;
 - (4) The policy shall be primary and non-contributing with respect to any



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insurance carried by RAILWAY.

C. Workers Compensation and Employers Liability Insurance

- i) Workers Compensation and Employers Liability insurance including coverage for, but not limited to:
 - (1) Contractor's statutory liability under the worker's compensation laws of the state(s) in which the work is to be performed. If optional under State law, the insurance must cover all employees anyway.
 - (2) Employers' Liability (Part B) with limits of at least \$500,000 each accident, \$500,000 by disease policy limit, \$500,000 by disease each employee.
- ii) This policy shall also contain the following endorsements or language, which shall be indicated on the certificate of insurance:
 - (1) Waiver of subrogation in favor of and acceptable to Railway.

D. Railroad Protective Liability insurance

- i) Railroad Protective Liability insurance naming only the **Railway** as the Insured with coverage of at least \$2,000,000 per occurrence and \$6,000,000 in the aggregate. The policy Must be issued on a standard ISO form CG 00 35 12 04 and include the following:
 - (1) Endorsed to include the Pollution Exclusion Amendment
 - (2) Endorsed to include the Limited Seepage and Pollution Endorsement.
 - (3) Endorsed to remove any exclusion for punitive damages.
 - (4) No other endorsements restricting coverage may be added.
 - (5) The original policy must be provided to the **Railway** prior to performing any work or services under this Agreement.
 - (6) Definition of "Physical Damage to Property" shall be endorsed to read: "means direct and accidental loss of or damage to all property owned by any named insured and all property in any named insured' care, custody, and control arising out of the acts or omissions of the contractor named on



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the Declarations.

In lieu of providing a Railroad Protective Liability Policy, Licensee may participate (if available) in Railway's Blanket Railroad Protective Liability Insurance Policy.

E. Other Requirements:

- i) Where allowable by law, all policies (applying to coverage listed above) shall contain no exclusion for punitive damages.
- ii) Contractor agrees to waive its right of recovery against **Railway** for all claims and suits against **Railway**. In addition, its insurers, through the terms of the policy or policy endorsement, waive their right of subrogation against **Railway** for all claims and suits. Contractor further waives its right of recovery, and its insurers also waive their right of subrogation against **Railway** for loss of its owned or leased property or property under Contractor's care, custody or control.
- iii) Allocated Loss Expense shall be in addition to all policy limits for coverages referenced above.
- iv) Contractor is not allowed to self-insure without the prior written consent of **Railway**. If granted by **Railway**, any self-insured retention or other financial responsibility for claims shall be covered directly by Contractor in lieu of insurance. Any and all **Railway** liabilities that would otherwise, in accordance with the provisions of this Agreement, be covered by Contractor's insurance will be covered as if Contractor elected not to include a deductible, self-insured retention or other financial responsibility for claims.
- v) Prior to commencing services, Contractor shall furnish to **Railway** an acceptable certificate(s) of insurance from an authorized representative evidencing the required coverage(s), endorsements, and amendments. The certificate should be directed to the following address:

| | | |
|--------|---------|--------------|
| BNSF | Railway | Company |
| c/o | | CertFocus |
| P.O. | Box | 140528 |
| Kansas | City, | MO |
| Toll | Free: | 877-576-2378 |
| Fax | number: | 817-840-7487 |



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Email:
www.certfocus.com

BNSF@certfocus.com

- vi) Contractor shall notify Railway in writing at least 30 days prior to any cancellation, non-renewal, substitution or material alteration.
- vii) Any insurance policy shall be written by a reputable insurance company acceptable to Railway or with a current Best's Guide Rating of A- and Class VII or better, and authorized to do business in the state(s) in which the service is to be provided.
- viii) If coverage is purchased on a "claims made" basis, Contractor hereby agrees to maintain coverage in force for a minimum of three years after expiration, cancellation or termination of this Agreement. Annually Contractor agrees to provide evidence of such coverage as required hereunder.
- ix) Contractor represents that this Agreement has been thoroughly reviewed by Contractor's insurance agent(s)/broker(s), who have been instructed by Contractor to procure the insurance coverage required by this Agreement.
- x) Not more frequently than once every five years, Railway may reasonably modify the required insurance coverage to reflect then-current risk management practices in the railroad industry and underwriting practices in the insurance industry.
- xi) If any portion of the operation is to be subcontracted by Contractor, Contractor shall require that the subcontractor shall provide and maintain insurance coverage(s) as set forth herein, naming Railway as an additional insured, and shall require that the subcontractor shall release, defend and indemnify Railway to the same extent and under the same terms and conditions as Contractor is required to release, defend and indemnify Railway herein.
- xii) Failure to provide evidence as required by this section shall entitle, but not require, Railway to terminate this Agreement immediately. Acceptance of a certificate that does not comply with this section shall not operate as a waiver of Contractor's obligations hereunder.
- xiii) The fact that insurance (including, without limitation, self-insurance) is obtained by Contractor shall not be deemed to release or diminish the liability of Contractor including, without limitation, liability under the indemnity



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provisions of this Agreement. Damages recoverable by Railway shall not be limited by the amount of the required insurance coverage.

- xiv) In the event of a claim or lawsuit involving Railway arising out of this agreement, Contractor will make available any required policy covering such claim or lawsuit.
- xv) These insurance provisions are intended to be a separate and distinct obligation on the part of the Contractor. Therefore, these provisions shall be enforceable and Contractor shall be bound thereby regardless of whether or not indemnity provisions are determined to be enforceable in the jurisdiction in which the work covered hereunder is performed.
- xvi) For purposes of this section, Railway shall mean "Burlington Northern Santa Fe LLC", "BNSF Railway Company" and the subsidiaries, successors, assigns and affiliates of each.

4) SALES AND OTHER TAXES

- A. In the event applicable sales taxes of a state or political subdivision of a state of the United States are levied or assessed in connection with and directly related to any amounts invoiced by Contractor to Railway ("Sales Taxes"), Railway shall be responsible for paying only the Sales Taxes that Contractor separately states on the invoice or other billing documents provided to Railway; *provided, however*, that (i) nothing herein shall preclude Railway from claiming whatever Sales Tax exemptions are applicable to amounts Contractor bills Railway, (ii) Contractor shall be responsible for all sales, use, excise, consumption, services and other taxes which may accrue on all services, materials, equipment, supplies or fixtures that Contractor and its subcontractors use or consume in the performance of this Agreement, (iii) Contractor shall be responsible for Sales Taxes (together with any penalties, fines or interest thereon) that Contractor fails to separately state on the invoice or other billing documents provided to Railway or fails to collect at the time of payment by Railway of invoiced amounts (except where Railway claims a Sales Tax exemption), and (iv) Contractor shall be responsible for Sales Taxes (together with any penalties, fines or interest thereon) if Contractor fails to issue separate invoices for each state in which Contractor delivers goods, provides services or, if applicable, transfers intangible rights to Railway.
- B. Upon request, Contractor shall provide Railway satisfactory evidence that all taxes (together with any penalties, fines or interest thereon) that Contractor is



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responsible to pay under this Agreement have been paid. If a written claim is made against Contractor for Sales Taxes with respect to which Railway may be liable for under this Agreement, Contractor shall promptly notify Railway of such claim and provide Railway copies of all correspondence received from the taxing authority. Railway shall have the right to contest, protest, or claim a refund, in Railway's own name, any Sales Taxes paid by Railway to Contractor or for which Railway might otherwise be responsible for under this Agreement; provided, however, that if Railway is not permitted by law to contest any such Sales Tax in its own name, Contractor shall, if requested by Railway at Railway's sole cost and expense, contest in Contractor's own name the validity, applicability or amount of such Sales Tax and allow Railway to control and conduct such contest.

- C. Railway retains the right to withhold from payments made under this Agreement amounts required to be withheld under tax laws of any jurisdiction. If Contractor is claiming a withholding exemption or a reduction in the withholding rate of any jurisdiction on any payments under this Agreement, before any payments are made (and in each succeeding period or year as required by law), Contractor agrees to furnish to Railway a properly completed exemption form prescribed by such jurisdiction. Contractor shall be responsible for any taxes, interest or penalties assessed against Railway with respect to withholding taxes that Railway does not withhold from payments to Contractor.

5) ENVIRONMENTAL

- i) Contractor shall strictly comply with all Environmental Laws (as defined below). Contractor shall not maintain a "treatment," "storage," "transfer" or "disposal" facility, or "underground storage tank," as those terms are defined by Environmental Laws, on the Railway Property or the right of way. Contractor will not handle, transport, release or suffer the release of Hazardous Materials (as defined below) on or about the Premises. Small quantities of diesel fuel, engine oil, and hydraulic fluids used in the operation of Contractor's equipment shall not be deemed a violation of this Section 5.
- ii) Contractor shall give Railroad immediate notice to Railroad's Resource Operations Center at (800) 832-5452 of any release of Hazardous Materials on, from, or affecting the Premises. Contractor shall immediately respond to any release on or from the Premises. Any violation of Environmental Laws or any inspection or inquiry by governmental authorities charged with enforcing Environmental Laws with respect to Contractor's use of the Premises must be immediately reported to Railroad at EnvironmentalLeases@bnsf.com. Contractor also shall give Railroad prompt notice of all measures undertaken on behalf of



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Contractor to investigate, remediate, respond to or otherwise cure a release or violation.

iii) If Railway has notice from Contractor or otherwise of a release or violation of Environmental Laws caused by Contractor or arising in any way with respect to Contractor's work which occurred or may occur during the term of this Agreement, Railway may require Contractor, at Contractor's sole risk and expense, to take timely measures to investigate, remediate, respond to or otherwise cure such release or violation affecting the Railway's Property.

iv) If during the construction or subsequent maintenance of the work or Structures, or any other soil-disturbing activities, soils or other materials considered to be environmentally impacted are encountered, Contractor will stop work immediately and notify Railway. After consultation with Railway, Contractor shall characterize any such impacted soils. Upon receiving sampling results, Contractor shall, in consultation with Railway, manage, remove, and/or dispose any such impacted soils offsite at an appropriately-licensed facility in accordance with Environmental Laws. Soil characterization and applicable disposal requirements, shall be in accordance with applicable federal, state, and local Environmental Laws or in consultation with an agency having the capacity and authority to make such a determination.

v) All soils and materials to be removed from the Railway Property or right of way must be properly characterized, managed, transported, and disposed of at an appropriately-licensed facility in accordance with all Environmental Laws. Either Contractor or Agency shall be the "Generator" of any and all such materials and waste, as such term is defined in Environmental Laws.

vi) All fill materials to be imported to Railway's property shall be certified clean fill or from a Railway approved source, and supporting documentation shall be provided to Railway upon request.

Contractor shall promptly report to Railroad in writing any conditions or activities upon the Railroad Property known to Contractor which create a risk of harm to persons, property or the environment and shall take all reasonable actions necessary to prevent injury to persons or property arising out of such conditions or activities; provided, however, that Contractor's reporting to Railroad shall not relieve Contractor of any obligation whatsoever imposed on it by this Agreement. Contractor shall promptly respond to Railroad's request for information regarding said conditions or activities.

vii) Notwithstanding anything in this Section 5, the parties agree that BNSF has no duty or obligation to monitor Contractor's use of the property or right of way to



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determine Contractor's compliance with Environmental Laws, it being solely Contractor's responsibility to ensure that Contractor's use is compliant. Regulatory plans and a minimum of two (2) years of records/inspections shall be readily available. Contractor shall promptly provide the same to the Railroad upon request.

viii) "Environmental Law(s)" shall mean any federal, state, local, or tribal law, statute, ordinance, code, rule, regulation, policy, common law, license, authorization, decision, order, or injunction which pertains to health, safety, any Hazardous Material, or the environment (including but not limited to ground, air, water, or noise pollution or contamination, and underground or above-ground tanks) and shall include, without limitation, CERCLA 42 U.S.C. §9601 et seq.; the Resource Conservation and Recovery Act, 42 U.S.C. §6901 et seq.; CERCLA; the Hazardous Materials Transportation Act, 49 U.S.C. §5101 et seq.; the Federal Water Pollution Control Act, 33 U.S.C. §1251 et seq.; the Clean Air Act, 42 U.S.C. §7401 et seq.; the Toxic Substances Control Act, 15 U.S.C. §2601 et seq.; the Safe Drinking Water Act, 42 U.S.C. §300f et seq.; the Emergency Planning and Community Right-to-Know Act, 42 U.S.C. 11001 et seq.; the Federal Insecticide, Fungicide and Rodenticide Act, 7 U.S.C. 136 to 136y; the Oil Pollution Act, 33 U.S.C. 2701 et seq.; and the Occupational Safety and Health Act, 29 U.S.C. 651 et seq.; all as have been amended from time to time, and any other federal, state, local, or tribal environmental requirements, together with all rules, regulations, orders, and decrees now or hereafter promulgated under any of the foregoing, as any of the foregoing now exist or may be changed or amended or come into effect in the future.

ix) "Hazardous Material(s)" shall include but shall not be limited to any substance, material, or waste that is regulated by any Environmental Law or otherwise regulated by any federal, state, local, or tribal governmental authority because of toxic, flammable, explosive, corrosive, reactive, radioactive or other properties that may be hazardous to human health or the environment, including without limitation asbestos and asbestos-containing materials, radon, petroleum and petroleum products, urea formaldehyde foam insulation, methane, lead-based paint, polychlorinated biphenyl compounds, hydrocarbons or like substances and their additives or constituents, pesticides, agricultural chemicals, and any other special, toxic, or hazardous (i) substances, (ii) materials, or (iii) wastes of any kind, including without limitation those now or hereafter defined, determined, or identified as "hazardous chemicals," "hazardous substances," "hazardous materials," "toxic substances," or "hazardous wastes" in any Environmental Law.

6) EXHIBIT "C" CONTRACTOR REQUIREMENTS



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- A. The Contractor must observe and comply with all provisions, obligations, requirements and limitations contained in the Agreement, and the Contractor Requirements set forth on Exhibit "C" attached to the Agreement and this Agreement, including, but not be limited to, payment of all costs incurred for any damages to Railway roadbed, tracks, and/or appurtenances thereto, resulting from use, occupancy, or presence of its employees, representatives, or agents or subcontractors on or about the construction site. Contractor shall execute a Temporary Construction Crossing Agreement or Private Crossing Agreement (<http://www.bnsf.com/communities/faqs/permits-real-estate/>), for any temporary crossing requested to aid in the construction of this Project, if approved by BNSF.

7) TRAIN DELAY

- A. Contractor is responsible for and hereby indemnifies and holds harmless Railway (including its affiliated railway companies, and its tenants) for, from and against all damages arising from any unscheduled delay to a freight or passenger train which affects Railway's ability to fully utilize its equipment and to meet customer service and contract obligations. Contractor will be billed, as further provided below, for the economic losses arising from loss of use of equipment, contractual loss of incentive pay and bonuses and contractual penalties resulting from train delays, whether caused by Contractor, or subcontractors, or by the Railway performing work under this Agreement. Railway agrees that it will not perform any act to unnecessarily cause train delay.
- B. For loss of use of equipment, Contractor will be billed the current freight train hour rate per train as determined from Railway's records. Any disruption to train traffic may cause delays to multiple trains at the same time for the same period.
- C. Additionally, the parties acknowledge that passenger, U.S. mail trains and certain other grain, intermodal, coal and freight trains operate under incentive/penalty contracts between Railway and its customer(s). Under these arrangements, if Railway does not meet its contract service commitments, Railway may suffer loss of performance or incentive pay and/or be subject to penalty payments. Contractor is responsible for any train performance and incentive penalties or other contractual economic losses actually incurred by Railway which are attributable to a train delay caused by Contractor or its subcontractors.
- D. The contractual relationship between Railway and its customers is proprietary and confidential. In the event of a train delay covered by this Agreement, Railway will share information relevant to any train delay to the extent consistent with Railway



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confidentiality obligations. The rate then in effect at the time of performance by the Contractor hereunder will be used to calculate the actual costs of train delay pursuant to this agreement.

- E. Contractor and its subcontractors must give Railway's representative () () weeks advance notice of the times and dates for proposed work windows. Railway and Contractor will establish mutually agreeable work windows for the project. Railway has the right at any time to revise or change the work windows due to train operations or service obligations. Railway will not be responsible for any additional costs or expenses resulting from a change in work windows. Additional costs or expenses resulting from a change in work windows shall be accounted for in Contractor's expenses for the project.
- F. Contractor and subcontractors must plan, schedule, coordinate and conduct all Contractor's work so as to not cause any delays to any trains.

SIGNATURE PAGE FOLLOWS



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IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be executed by its duly authorized officer the day and year first above written.

BNSF RAILWAY COMPANY

Account Name

Signature: _____

Signature: _____

Printed Name: _____

Printed Name: _____

Title: Manager Public Projects

Title: _____

Date: _____

Date: _____

Accepted and effective this _____ day of 20__.

Contact Person: _____

Address: _____

City: _____

State: _____

Zip: _____

Fax: _____

Phone: _____

E-mail: _____

PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

8

Type: Red River Bridge Maintenance Agreement

Location: Red River

Date of Hearing: 5/18/2026

| | |
|-----------------|----------------------|
| <u>Routing</u> | <u>Date</u> |
| City Commission | <u>5/26/2026</u> |
| PWPEC File | <u>X</u> |
| Project File | <u>Jeremy Gorden</u> |

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

An updated version of this Maintenance Agreement was approved by PWPEC in March, but since that time we have revised the agreement to now include the Main Avenue Bridge.

On a motion by Ben Dow, seconded by Gary Lorenz, the Committee voted to recommend approval of the revised 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)

| | |
|------------|-----------|
| <u>Yes</u> | <u>No</u> |
| _____ | _____ |
| N/A | N/A |
| _____ | _____ |
| N/A | N/A |
| _____ | _____ |

COMMITTEE

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

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



 Tom Knakmuhs, P.E.
 City Engineer

Memorandum

To: Members of PWPEC

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

Date: May 13, 2026

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

Background:

I have attached a revised 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.

We approved a version of this maintenance agreement in March, but since that time, we've revised the agreement to now include the Main Avenue Bridge. Since it was constructed and opened in 2005, we had a verbal agreement between us, Moorhead, and Fargo Parks on who was going to be maintaining what. We now want to get that memorialized. One item to note is the Fargo Park District no longer wants to maintain the three flags on our side of the mid-span plaza, or raise or lower them as directed by the Governor or President. There is an American flag, a POW/MIA flag, and a State of North Dakota flag. I think it's reasonable for the City of Fargo to maintain these three flags. Moorhead has agreed to maintain the three flags on the east side of the mid-span plaza.

Recommended Motion:

Approve the revised 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 225 Fourth Street North, Fargo, North Dakota 58102 (“Fargo”), the Park District of the City of Fargo, whose address is 6100 38th Street South, Fargo, North Dakota 58104 (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 (Bridge No. 5270)
 - e. Main Avenue Bridge (Bridge No. 14012)
 - f. 52nd Avenue South/60th Avenue South (CSAH No. 12) Bridge (Bridge No. 14510)
 - g. Lindenwood-Gooseberry Pedestrian Bridge
 - h. Oak Grove-Memorial Pedestrian Bridge
 - i. Floating Pedestrian Bridge
 - j. 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. The Main Avenue Bridge (#14012) is owned and operated by MnDOT and NDDOT, and those agencies are responsible for all inspections for that bridge.
 - d. 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 and General Maintenance for the Main Avenue Bridge is the responsibility of MnDOT and NDDOT except for any responsibilities that Fargo and Moorhead may have agreed to through construction and maintenance agreements with their respective DOT's. These agreements include, but are not limited to the Cost Participation, Construction and Maintenance Agreement for the Mid-Span Plaza between the City of Fargo and NDDOT, and Cooperative Construction Agreement #84518-R between the City of Moorhead and MnDOT. Subject to those other agreements, the Cities of Fargo and Moorhead agree to share maintenance responsibilities for the Main Avenue Bridge as follows:
 - i. Fargo will be responsible for:
 - 1) Snow removal and General Maintenance of the sidewalks
 - 2) The street lights on the west half of the bridge
 - 3) Decorative columns and railings on the west half of the bridge
 - 4) Retaining walls and decorative railings connected to the west abutment of the bridge
 - 5) The flagpoles and flags on the west half of the Mid-Span Plaza
 - 6) Snow removal and General Maintenance of the Mid-Span Plaza, including garbage and litter pick-up
 - 7) Other maintenance of aesthetic features of the Mid-Span Plaza, including light poles, benches, decorative railings and columns, and other aesthetic features
 - ii. Fargo Park District will be responsible for:
 - 1) Mowing, trimming, and landscape maintenance of turf and planting around the west abutment and retaining walls
 - iii. Moorhead will be responsible for:
 - 1) The street lights on the east half of the bridge
 - 2) Decorative columns and railings on the east half of the bridge
 - 3) Retaining walls and decorative railings connected to the east abutment of the bridge, including the Bridgehead Plaza
 - 4) Flagpoles and flags on the east half of the Mid-Span Plaza
- b. Roadway snow removal for each of the locally owned 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.
- c. 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.
- d. 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 — Bridge Nos. 14012.** Maintenance and repair work for Bridge No. 14012 is the responsibility of NDDOT and MnDOT, and is not covered by this agreement, with the exception of the items described above in section 4.a.i and 4.a.ii.

8. **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-Gooseberry Pedestrian Bridge.

ii. Fargo will be responsible for:

- 1) 100% of the maintenance of the lighting on the Bluestem Pedestrian Bridge once it is complete (anticipated to be complete in 2028); and
- 2) 50% of the cost of any repairs associated with the Bluestem Pedestrian Bridge once it is complete (anticipated to be complete in 2028).

iii. Moorhead will be responsible for:

- 1) 100% of the operation and maintenance of the Oak Grove-Memorial Pedestrian Bridge; and
- 2) 100% of the snow removal on the Bluestem Pedestrian Bridge once it is complete (anticipated to be complete in 2028); and
- 3) 50% of the cost of any repairs associated with the Bluestem Pedestrian Bridge once it is complete (anticipated to be complete in 2028).

- c. In the event any of the pedestrian floating or lift bridges 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. In the event the Bluestem Pedestrian Bridge is 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 Fargo and Moorhead. Any and all major capital improvements must first be approved, in writing, by both Fargo and Moorhead.
- e. Moorhead, Fargo 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.
- f. 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.

9. **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.

10. **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)

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

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.

15. **Time is of the Essence.** Time is of the essence of each provision of this entire Agreement and of all the conditions thereof.
16. **Entire Agreement.** This Agreement constitutes the entire and complete agreement between the parties and supersedes any prior oral or written agreements between the parties 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.
17. **Amendments.** No amendment, modification, or waiver of any condition, provision or term will be valid or of any effect unless made in writing signed by the party or parties to be bound, or a duly authorized representative, and specifying with particularity the extent and nature of such amendment, modification or waiver.
18. **No Forbearance.** The failure or delay of any party to insist on the performance of any of the terms of this Agreement, or the waiver of any breach of any of the terms of this Agreement, will not be construed as a waiver of those terms, and those terms will continue and remain in full force and effect as if no forbearance or waiver had occurred and will not affect the validity of this Agreement, or the right to enforce each and every term of this Agreement.
19. **Remedies.** Except as expressly and specifically stated otherwise, nothing herein will limit the remedies and rights of the parties under and pursuant to this Agreement.
20. **Binding Effect.** All covenants, agreements, warranties and provisions of this Agreement will be binding upon and inure to the benefit of the parties and their respective 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.
21. **Governing Law.** This Agreement has been made and entered into under the laws of the State of

North Dakota, and said laws will control its interpretation. Any litigation arising out of this Agreement will be venued in State District Court in Cass County, North Dakota, and the parties waive any objection to venue or personal jurisdiction.

22. **Rules of Construction.** The parties acknowledge that they have had the opportunity to review this Agreement, and that they have an equal bargaining position in this transaction. No rule of construction that would cause any ambiguity in any provision to be construed against the drafter of this document will be operative against any party to this Agreement.
23. **Representation.** The parties, having been represented by counsel or having waived the right to counsel, have carefully read and understand the contents of this Agreement, and agree they have not been influenced by any representations or statements made by any other parties.
24. **Headings.** Headings in this Agreement are for convenience only and will not be used to interpret or construe its provisions.
25. **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

9

Type: Power Occupancy Agreement

Location: 1131 14th St N

Date of Hearing: 5/18/2026

| <u>Routing</u> | <u>Date</u> |
|-----------------|---------------------|
| City Commission | <u>5/26/2026</u> |
| PWPEC File | <u>X</u> |
| Project File | <u>Kevin Gorder</u> |

The Committee reviewed a communication from Division Engineer, Kevin Gorder, regarding a Power Occupancy Agreement at 1131 14th Street North for TKE Fraternity to upgrade their power supply.

Xcel services this area with overhead power and the secondary power to the facility will be installed underground. Approximately 15' of the underground service will be in the right of way. This install would typically include a \$500/year payment to occupy the right of way. Roers is managing the construction of TKE Fraternity's new facility and has asked if the City would waive the annual fee.

On a motion by Tim Mahoney, seconded by Nicole Crutchfield, the Committee voted to recommend approval of the Power Occupancy Agreement with TKE Fraternity.

RECOMMENDED MOTION

Concur with the recommendations of PWPEC and approve the Power Occupancy Agreement with TKE Fraternity.

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> |
|---|-------------------------------------|-------------------------------------|--------------------------|-------------------------------------|
| Tim Mahoney, Mayor | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input checked="" 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 type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | |
| Ben Dow, Director of Operations | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | |
| Tom Knakmuhs, City Engineer | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | |
| Susan Thompson, Finance Director | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | |

ATTEST:

C: Kristi Olson


Tom Knakmuhs, P.E.
City Engineer

Memorandum

To: Members of PWPEC
From: Kevin Gorder - Division Engineer
Date: May 13, 2026
Re: Power Occupancy Agreement – TKE Fraternity

Background:

The TKE Fraternity at 1131 14th Street North is reconstructing their facility and need to upgrade their power supply as part of the project. Xcel services this area with overhead power and the secondary power to the facility will be installed underground. Approximately 15' of the underground service will be in the right of way. This install would typically include a \$500/yr payment to be in the ROW. Roers has asked, as the project manager constructing the new facility, if the City would waive the annual fee.

TKE has committed to completing the ROW Occupancy Form, registering with ND One Call, and hire a contractor to locate the line when one is required due to underground work in the area.

Recommended Motion:

Approve the Occupancy Agreement with a waiver of the annual fee.

KOG/klb
Attachment

From: [Tyler Miller](#)
To: [Kevin Gorder](#)
Subject: TKE Fraternity House
Date: Wednesday, May 13, 2026 3:37:36 PM
Attachments: [image001.png](#)

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

Good Afternoon Kevin,

I am reaching out to submit a formal request to have the Right of occupancy fee waived for the TKE Fraternity House located at 1131 14th St N, Fargo, ND 58102. This would be for bringing service from the power pole to the building. After Talking with Xcel, they will not take ownership of the line due to it being a commercial property. The pole is located in the Right of Way and would have about 15' of cable located in the City Right of Way. With this being a fraternity house they are not bringing in a lot of money to cover this yearly fee.

We know we would still be responsible for filling out the Right of Way Occupancy Document, and registering the line with the ND One call, and have a contract locator hired to mark the line if any locates are called in.

Let me know if you have any questions or concerns.

Thanks!

Tyler Miller

Project Manager
200 45th Street South | Fargo, ND 58103
phone: 701.356.6427
cell phone: 952.693.5594
email: tmiller@roers.com



Disclaimer

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40

Engineering Department

225 4th Street North

Fargo, ND 58102

Phone: 701.241.1545 | Fax: 701.241.8101

Email: feng@FargoND.gov

www.FargoND.gov

May 20, 2026

Honorable Board of City
Commissioners
City of Fargo
Fargo, ND

Re: Project No. UR-26-A1

Dear Commissioners:

Bids were opened at 11:45 am on Wednesday, May 20, 2026, for Storm Sewer Area Repairs, Project No. UR-26-A1, located as follows: Various Sites Citywide.

The bids were as follows:

| | |
|---------------------------|--------------|
| Key Contracting Inc | \$390,845.00 |
| KCI Construction LLC | \$437,419.82 |
| Dirt Dynamics | \$464,710.00 |
| Dakota Underground Co Inc | \$534,177.50 |
| Engineers Estimate | \$450,887.50 |

Private financial security is not needed.

No protests have been received.

This office recommends award of the contract to Key Contracting Inc. in the amount of \$390,845.00 as the lowest and best bid.

Sincerely,

Thomas Knakmuhs, P.E.

City Engineer

**Engineer's Statement Of Cost**

Project # UR-26-A1

Storm Sewer Area Repairs

Various Sites 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:

Storm Sewer Area Repairs Project # UR-26-A1 of the City of Fargo, North Dakota.

| Line | Description | Unit | Quantity | Unit Price (\$) | Amount (\$) |
|---------------------------------|---|------|----------|-----------------|-----------------|
| Site 1 - 16.5 St S | | | | | |
| 1 | Mobilization | LS | 1.00 | 100.00 | 100.00 |
| 2 | Remove Pavement All Thicknesses All Types | SY | 100.00 | 1.00 | 100.00 |
| 3 | Repair Inlet Floor & Invert | EA | 2.00 | 550.00 | 1,100.00 |
| 4 | Connect Pipe to Exist Structure | EA | 2.00 | 1.00 | 2.00 |
| 5 | Remove Pipe All Sizes All Types | LF | 27.00 | 1.00 | 27.00 |
| 6 | F&I Pipe w/GB 12" Dia Reinf Conc | LF | 27.00 | 1.00 | 27.00 |
| 7 | F&I Curb & Gutter Standard (Type II) | LF | 64.00 | 1.00 | 64.00 |
| 8 | Remove Curb & Gutter | LF | 64.00 | 1.00 | 64.00 |
| 9 | F&I Pavement 8" Thick Reinf Conc | SY | 100.00 | 1.00 | 100.00 |
| 10 | Rem & Repl Casting - Inlet | EA | 2.00 | 1.00 | 2.00 |
| 11 | Casting to Grade - w/Conc | EA | 2.00 | 1.00 | 2.00 |
| 12 | Mulching Type 1 Hydro | SY | 20.00 | 1.00 | 20.00 |
| 13 | Seeding Type C | SY | 20.00 | 1.00 | 20.00 |
| 14 | Inlet Protection - Existing Inlet | EA | 4.00 | 1.00 | 4.00 |
| 15 | Traffic Control - Type 1 | LS | 1.00 | 1.00 | 1.00 |
| Site 1 - 16.5 St S Total | | | | | 1,633.00 |
| Site 2 - 4773 Douglas Dr | | | | | |
| 16 | Mobilization | LS | 1.00 | 6,000.00 | 6,000.00 |
| 17 | F&I Repair Band 60" Plus Dia | EA | 1.00 | 10,000.00 | 10,000.00 |
| 18 | Topsoil - Strip & Spread | CY | 25.00 | 45.00 | 1,125.00 |
| 19 | Fill - Import | CY | 5.00 | 100.00 | 500.00 |
| 20 | Mulching Type 1 Hydro | SY | 1,500.00 | 0.50 | 750.00 |

| Line | Description | Unit | Quantity | Unit Price (\$) | Amount (\$) |
|--|---|------|----------|-----------------|------------------|
| 21 | Seeding Type C | SY | 1,500.00 | 0.50 | 750.00 |
| Site 2 - 4773 Douglas Dr Total | | | | | 19,125.00 |
| Site 3 - 3rd Ave S @ 18th St S | | | | | |
| 22 | Mobilization | LS | 1.00 | 6,000.00 | 6,000.00 |
| 23 | F&I Flap Gate 15" Dia Stainless Steel | EA | 1.00 | 2,800.00 | 2,800.00 |
| 24 | Repair Pipe 15" Dia | EA | 1.00 | 3,500.00 | 3,500.00 |
| 25 | F&I Pipe 15" Dia Reinf Conc | LF | 12.00 | 200.00 | 2,400.00 |
| 26 | Remove Pipe All Sizes All Types | LF | 12.00 | 100.00 | 1,200.00 |
| 27 | Mulching Type 1 Hydro | SY | 550.00 | 0.50 | 275.00 |
| 28 | Seeding Type C | SY | 550.00 | 0.50 | 275.00 |
| 29 | Inlet Protection - Existing Inlet | EA | 4.00 | 300.00 | 1,200.00 |
| 30 | F&I Slope Protection 5" Thick Reinf Conc | SY | 10.00 | 400.00 | 4,000.00 |
| Site 3 - 3rd Ave S @ 18th St S Total | | | | | 21,650.00 |
| Site 4 - Drain 3 @ Dakota Dr | | | | | |
| 31 | Mobilization | LS | 1.00 | 6,000.00 | 6,000.00 |
| 32 | Salvage & Install Fence | LF | 20.00 | 200.00 | 4,000.00 |
| 33 | F&I Type A Repair Band 42" thru 54" Dia | EA | 1.00 | 16,500.00 | 16,500.00 |
| 34 | F&I Inlet - Round (RDI) Reinf Conc | EA | 1.00 | 5,500.00 | 5,500.00 |
| 35 | F&I Pipe 12" Dia Reinf Conc | LF | 32.00 | 200.00 | 6,400.00 |
| 36 | Topsoil - Strip & Spread | CY | 20.00 | 45.00 | 900.00 |
| 37 | Topsoil - Import | CY | 10.00 | 100.00 | 1,000.00 |
| 38 | Fill - Import | CY | 5.00 | 100.00 | 500.00 |
| 39 | Casting to Grade - Blvd | EA | 1.00 | 400.00 | 400.00 |
| 40 | Mulching Type 1 Hydro | SY | 430.00 | 0.50 | 215.00 |
| 41 | Seeding Type C | SY | 430.00 | 0.50 | 215.00 |
| 42 | Sediment Control Log 6" to 8" Dia | LF | 150.00 | 6.00 | 900.00 |
| 43 | Inlet Protection - Existing Inlet | EA | 2.00 | 300.00 | 600.00 |
| Site 4 - Drain 3 @ Dakota Dr Total | | | | | 43,130.00 |
| Site 5 - 13th Ave S & Univ Dr S | | | | | |
| 44 | Mobilization | LS | 1.00 | 6,000.00 | 6,000.00 |
| 45 | Remove Pavement All Thicknesses All Types | SY | 55.00 | 28.00 | 1,540.00 |
| 46 | Repair Inlet | EA | 1.00 | 5,500.00 | 5,500.00 |
| 47 | Remove Inlet | EA | 1.00 | 1,200.00 | 1,200.00 |
| 48 | Fill - Import | CY | 5.00 | 100.00 | 500.00 |
| 49 | F&I Curb & Gutter Standard (Type II) | LF | 20.00 | 124.00 | 2,480.00 |

| Line | Description | Unit | Quantity | Unit Price (\$) | Amount (\$) |
|--|---|------|----------|-----------------|------------------|
| 50 | Remove Curb & Gutter | LF | 20.00 | 24.00 | 480.00 |
| 51 | F&I Pavement 10" Thick Doweled Conc | SY | 55.00 | 260.00 | 14,300.00 |
| 52 | F&I Sidewalk 4" Thick Reinf Conc | SY | 7.00 | 155.00 | 1,085.00 |
| 53 | Remove Sidewalk All Thicknesses All Types | SY | 7.00 | 27.00 | 189.00 |
| 54 | Rem & Repl Casting - Inlet | EA | 1.00 | 1,650.00 | 1,650.00 |
| 55 | Casting to Grade - w/Conc | EA | 2.00 | 800.00 | 1,600.00 |
| 56 | Inlet Protection - Existing Inlet | EA | 5.00 | 300.00 | 1,500.00 |
| 57 | Traffic Control - Type 1 | LS | 1.00 | 4,500.00 | 4,500.00 |
| Site 5 - 13th Ave S & Univ Dr S Total | | | | | 42,524.00 |
| Site 6 - 2701 Southgate Dr | | | | | |
| 58 | Mobilization | LS | 1.00 | 100.00 | 100.00 |
| 59 | Remove Pavement All Thicknesses All Types | SY | 3.50 | 1.00 | 3.50 |
| 60 | Repair Inlet Floor & Invert | EA | 1.00 | 500.00 | 500.00 |
| 61 | Fill - Import | CY | 10.00 | 1.00 | 10.00 |
| 62 | F&I Curb & Gutter Mountable (Type I) | LF | 18.00 | 1.00 | 18.00 |
| 63 | Remove Curb & Gutter | LF | 18.00 | 1.00 | 18.00 |
| 64 | Rem & Repl Casting - Inlet | EA | 2.00 | 1.00 | 2.00 |
| 65 | Casting to Grade - w/Conc | EA | 2.00 | 1.00 | 2.00 |
| 66 | Repair Pavement - Patch Asph | SY | 3.50 | 1.00 | 3.50 |
| 67 | Mulching Type 1 Hydro | SY | 10.00 | 1.00 | 10.00 |
| 68 | Seeding Type C | SY | 10.00 | 1.00 | 10.00 |
| 69 | Inlet Protection - Existing Inlet | EA | 1.00 | 1.00 | 1.00 |
| 70 | Traffic Control - Type 1 | LS | 1.00 | 1.00 | 1.00 |
| 71 | Special Bid Item A | LS | 2.00 | 500.00 | 1,000.00 |
| 72 | Special Bid Item B | LS | 1.00 | 500.00 | 500.00 |
| Site 6 - 2701 Southgate Dr Total | | | | | 2,179.00 |
| Site 7 - 43.5 St Haz Waste Building | | | | | |
| 73 | Mobilization | LS | 1.00 | 6,000.00 | 6,000.00 |
| 74 | Clear & Grub | LS | 1.00 | 2,200.00 | 2,200.00 |
| 75 | F&I Type A Repair Band 27" thru 36" Dia | EA | 1.00 | 8,800.00 | 8,800.00 |
| 76 | Topsoil - Strip & Spread | CY | 20.00 | 45.00 | 900.00 |
| 77 | Fill - Import | CY | 10.00 | 55.00 | 550.00 |
| 78 | Mulching Type 1 Hydro | SY | 350.00 | 0.50 | 175.00 |
| 79 | Seeding Type C | SY | 350.00 | 0.50 | 175.00 |
| 80 | Sediment Control Log 6" to 8" Dia | LF | 50.00 | 6.00 | 300.00 |

| Line | Description | Unit | Quantity | Unit Price (\$) | Amount (\$) |
|--|-----------------------------------|------|----------|-----------------|------------------|
| 81 | Inlet Protection - Existing Inlet | EA | 4.00 | 300.00 | 1,200.00 |
| Site 7 - 43.5 St Haz Waste Building Total | | | | | 20,300.00 |
| Site 8 - Drain 27 Gatewell | | | | | |
| 82 | Mobilization | LS | 1.00 | 100.00 | 100.00 |
| 83 | Modify Gatewell | EA | 1.00 | 1,500.00 | 1,500.00 |
| Site 8 - Drain 27 Gatewell Total | | | | | 1,600.00 |
| Site 9 - Silverleaf Gatewell | | | | | |
| 84 | Mobilization | LS | 1.00 | 100.00 | 100.00 |
| 85 | Modify Gatewell | EA | 1.00 | 1,500.00 | 1,500.00 |
| Site 9 - Silverleaf Gatewell Total | | | | | 1,600.00 |
| Site 10 - Elm St @ 15th Ave N Sites A + B | | | | | |
| 86 | Mobilization | LS | 1.00 | 8,000.00 | 8,000.00 |
| 87 | Clear & Grub | LS | 1.00 | 7,500.00 | 7,500.00 |
| 88 | F&I Rip Rap Rock | CY | 20.00 | 450.00 | 9,000.00 |
| 89 | Topsoil - Strip & Spread | CY | 10.00 | 45.00 | 450.00 |
| 90 | Mulching Type 1 Hydro | SY | 350.00 | 0.50 | 175.00 |
| 91 | Seeding Type C | SY | 350.00 | 0.50 | 175.00 |
| 92 | Silt Curtain | LF | 50.00 | 55.00 | 2,750.00 |
| 93 | Sediment Control Log 6" to 8" Dia | LF | 200.00 | 6.00 | 1,200.00 |
| Site 10 - Elm St @ 15th Ave N Sites A + B Total | | | | | 29,250.00 |
| Site 11 - Elm St @ 14th Ave N | | | | | |
| 94 | Mobilization | LS | 1.00 | 6,000.00 | 6,000.00 |
| 95 | Clear & Grub | LS | 1.00 | 7,500.00 | 7,500.00 |
| 96 | F&I Rip Rap Rock | CY | 15.00 | 450.00 | 6,750.00 |
| 97 | Topsoil - Strip & Spread | CY | 10.00 | 45.00 | 450.00 |
| 98 | Mulching Type 1 Hydro | SY | 100.00 | 0.50 | 50.00 |
| 99 | Seeding Type C | SY | 100.00 | 0.50 | 50.00 |
| 100 | Silt Curtain | LF | 50.00 | 55.00 | 2,750.00 |
| 101 | Sediment Control Log 6" to 8" Dia | LF | 50.00 | 6.00 | 300.00 |
| 102 | Inlet Protection - Existing Inlet | EA | 1.00 | 300.00 | 300.00 |
| Site 11 - Elm St @ 14th Ave N Total | | | | | 24,150.00 |
| Site 12 - 6th Ave S | | | | | |
| 103 | Mobilization | LS | 1.00 | 6,000.00 | 6,000.00 |
| 104 | Clear & Grub | LS | 1.00 | 4,500.00 | 4,500.00 |
| 105 | F&I Rip Rap Rock | CY | 10.00 | 550.00 | 5,500.00 |

| Line | Description | Unit | Quantity | Unit Price (\$) | Amount (\$) |
|--|---|------|----------|-----------------|------------------|
| 106 | Mulching Type 1 Hydro | SY | 1,400.00 | 0.50 | 700.00 |
| 107 | Seeding Type C | SY | 1,400.00 | 0.50 | 700.00 |
| 108 | Silt Curtain | LF | 50.00 | 55.00 | 2,750.00 |
| 109 | Sediment Control Log 6" to 8" Dia | LF | 50.00 | 6.00 | 300.00 |
| Site 12 - 6th Ave S Total | | | | | 20,450.00 |
| Site 13 - Cemetery 5th St S | | | | | |
| 110 | Mobilization | LS | 1.00 | 6,000.00 | 6,000.00 |
| 111 | Clear & Grub | LS | 1.00 | 5,500.00 | 5,500.00 |
| 112 | Remove Pipe All Sizes All Types | LF | 32.00 | 220.00 | 7,040.00 |
| 113 | F&I Rip Rap Rock | CY | 55.00 | 200.00 | 11,000.00 |
| 114 | F&I Flared End Section 33" Dia Reinf Conc | EA | 1.00 | 5,500.00 | 5,500.00 |
| 115 | Topsoil - Strip & Spread | CY | 20.00 | 45.00 | 900.00 |
| 116 | Mulching Type 1 Hydro | SY | 600.00 | 0.50 | 300.00 |
| 117 | Seeding Type C | SY | 600.00 | 0.50 | 300.00 |
| 118 | Silt Curtain | LF | 50.00 | 55.00 | 2,750.00 |
| 119 | Sediment Control Log 6" to 8" Dia | LF | 75.00 | 6.00 | 450.00 |
| Site 13 - Cemetery 5th St S Total | | | | | 39,740.00 |
| Site 14 - Southwood Dr | | | | | |
| 120 | Mobilization | LS | 1.00 | 6,000.00 | 6,000.00 |
| 121 | Clear & Grub | LS | 1.00 | 2,200.00 | 2,200.00 |
| 122 | F&I Rip Rap Rock | CY | 16.00 | 240.00 | 3,840.00 |
| 123 | Topsoil - Strip & Spread | CY | 5.00 | 45.00 | 225.00 |
| 124 | Mulching Type 1 Hydro | SY | 2,200.00 | 0.50 | 1,100.00 |
| 125 | Seeding Type C | SY | 2,200.00 | 0.50 | 1,100.00 |
| 126 | Sediment Control Log 6" to 8" Dia | LF | 50.00 | 6.00 | 300.00 |
| 127 | Inlet Protection - Existing Inlet | EA | 2.00 | 300.00 | 600.00 |
| Site 14 - Southwood Dr Total | | | | | 15,365.00 |
| Site 15 - Lindenwood Park | | | | | |
| 128 | Mobilization | LS | 1.00 | 6,000.00 | 6,000.00 |
| 129 | F&I Repair Band 60" Plus Dia | EA | 1.00 | 16,200.00 | 16,200.00 |
| 130 | Topsoil - Strip & Spread | CY | 15.00 | 45.00 | 675.00 |
| 131 | Fill - Import | CY | 15.00 | 60.00 | 900.00 |
| 132 | Rem & Repl Pavement 6" Thick Asph | SY | 235.00 | 120.00 | 28,200.00 |
| 133 | Mulching Type 1 Hydro | SY | 280.00 | 0.50 | 140.00 |
| 134 | Seeding Type C | SY | 280.00 | 0.50 | 140.00 |

| Line | Description | Unit | Quantity | Unit Price (\$) | Amount (\$) |
|--|---|------|----------|-----------------|-------------------|
| 135 | Silt Curtain | LF | 50.00 | 55.00 | 2,750.00 |
| 136 | Sediment Control Log 6" to 8" Dia | LF | 100.00 | 6.00 | 600.00 |
| Site 15 - Lindenwood Park Total | | | | | 55,605.00 |
| Site 16 - Timberline Dr S | | | | | |
| 137 | Mobilization | LS | 1.00 | 6,000.00 | 6,000.00 |
| 138 | Topsoil - Import | CY | 12.00 | 100.00 | 1,200.00 |
| 139 | Site Grading | LS | 1.00 | 5,500.00 | 5,500.00 |
| 140 | Mulching Type 1 Hydro | SY | 1,400.00 | 0.50 | 700.00 |
| 141 | Seeding Type C | SY | 1,400.00 | 0.50 | 700.00 |
| 142 | Inlet Protection - Existing Inlet | EA | 2.00 | 30.00 | 60.00 |
| Site 16 - Timberline Dr S Total | | | | | 14,160.00 |
| Site 17 - Lift Station 13 Outfall | | | | | |
| 143 | Mobilization | LS | 1.00 | 500.00 | 500.00 |
| 144 | F&I Trash Guard | EA | 1.00 | 5,500.00 | 5,500.00 |
| Site 17 - Lift Station 13 Outfall Total | | | | | 6,000.00 |
| Site 18 - 32nd Ave N | | | | | |
| 145 | Mobilization | LS | 1.00 | 6,000.00 | 6,000.00 |
| 146 | Topsoil - Strip & Spread | CY | 10.00 | 55.00 | 550.00 |
| 147 | Fill - Import | CY | 10.00 | 55.00 | 550.00 |
| 148 | F&I Type A Repair Band 27" thru 36" Dia | EA | 1.00 | 7,500.00 | 7,500.00 |
| 149 | Seeding Type C | SY | 500.00 | 0.80 | 400.00 |
| 150 | Mulching Type 1 Hydro | SY | 500.00 | 0.80 | 400.00 |
| 151 | Sediment Control Log 6" to 8" Dia | LF | 50.00 | 5.00 | 250.00 |
| Site 18 - 32nd Ave N Total | | | | | 15,650.00 |
| Site 19 - 45th St S @ 5th Ave S | | | | | |
| 152 | Mobilization | LS | 1.00 | 6,000.00 | 6,000.00 |
| 153 | Topsoil - Strip & Spread | CY | 10.00 | 55.00 | 550.00 |
| 154 | Fill - Import | CY | 10.00 | 55.00 | 550.00 |
| 155 | F&I Repair Band 14" thru 24" Dia | EA | 1.00 | 7,500.00 | 7,500.00 |
| 156 | Seeding Type C | SY | 240.00 | 0.80 | 192.00 |
| 157 | Mulching Type 1 Hydro | SY | 240.00 | 0.80 | 192.00 |
| 158 | Sediment Control Log 6" to 8" Dia | LF | 50.00 | 5.00 | 250.00 |
| 159 | Inlet Protection - Existing Inlet | EA | 5.00 | 300.00 | 1,500.00 |
| Site 19 - 45th St S @ 5th Ave S Total | | | | | 16,734.00 |
| Total Construction in \$ | | | | | 390,845.00 |

| | | |
|----------------------------------|--------|-------------------|
| Engineering | 10.00% | 39,084.50 |
| Admin | 4.00% | 15,633.80 |
| Legal | 3.00% | 11,725.35 |
| Interest | 4.00% | 15,633.80 |
| Contingency | 5.00% | 19,542.25 |
| Total Estimated Costs | | 492,464.70 |
| Utility Funds - Stormwater - 524 | | 492,464.70 |
| Unfunded Costs | | 0.00 |

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



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

Thomas Knakmuhs, P.E.
City Engineer



May 20, 2026

Honorable Board of City
 Commissioners
 City of Fargo
 Fargo, ND

Re: Project No. NR-26-C2

Dear Commissioners:

Bids were opened at 11:45 AM on Wednesday, May 20, 2026, for Lift Station #40 Rehab, located on 32nd Avenue Northeast, East of Eagle Street North, Project No. NR-26-C.

For the bidding and advertising of this project, the North Dakota Century Code Section 48-01.2-06 was utilized due to the Engineer's estimated electrical costs for the project to be greater than \$50,000.00. Therefore, the North Dakota Century Code required bids for this project to be received for the following: General Construction, Electrical Construction and Combined.

The bids received were as follows:

| <u>Company</u> | <u>General</u> | <u>Electrical</u> | <u>Combined</u> |
|-------------------------|----------------|-------------------|-----------------|
| Key Contracting, Inc. | \$571,947.00 | - | \$621,947.00 |
| JDP Electric, Inc. | - | \$38,919.00 | - |
| CC Steel, LLC | \$599,929.00 | - | \$640,929.00 |
| Meyer Contracting, Inc. | \$734,967.00 | | \$778,182.64 |

Original Engineer's Estimate \$ 594,420.00

As a result of the bids received, the apparent low bid is a combination of the General Construction bid submitted by Key Contracting, Inc. of \$571,947.00 and the Electrical Construction bid submitted by JDP Electric, Inc. of \$38,919.00. The total of these two bids are \$610,866.00, which is less than the lowest Combined bid submitted.

For proper accounting and administration of the General Construction and Electrical Construction contracts, it is necessary to assign new phase numbers to Project No. NR-26-C. These new phase numbers will replace Project No. NR-26-C2, which is the phase these bids were received under. The new phases for the General Construction contract and Electrical Construction contract shall be known as Project No. NR-26-C3 and Project No. NR-26-C4, respectively.

The special assessment escrow is not required.

Recommended Motion:

Engineering staff is recommending award of a General Construction contract (Project No. NR-26-C3) to Key Contracting, Inc. in the amount of \$571,947.00 as the lowest and best bid received for General Construction, and an award of an Electrical Construction contract (Project No. NR-26-C4) to JDP Electric, Inc. in the amount of \$38,919.00 as the lowest and best bid received for Electrical Construction.

Sincerely,

A handwritten signature in black ink, appearing to read "T. Knakmuhs". The signature is fluid and cursive, with the first letter "T" being large and prominent.

Tom Knakmuhs
City Engineer

TAK/klb



Engineer's Statement Of Cost
Project # NR-26-C3
LS #40 Rehab - General Contract

On 32nd Avenue Northeast, east of Eagle Street North

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

NOW THEREFORE Jason Leonard, do hereby certify as follows:

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

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

LS #40 Rehab - General Contract Project # NR-26-C3 of the City of Fargo, North Dakota.

| Line | Description | Unit | Quantity | Unit Price (\$) | Amount (\$) |
|------------------------|---|------|----------|-----------------|-------------------|
| Miscellaneous | | | | | |
| 1 | Remove Fence | LF | 130.00 | 45.00 | 5,850.00 |
| 2 | Remove Gravel | SY | 120.00 | 9.00 | 1,080.00 |
| 3 | Mobilization | LS | 1.00 | 16,000.00 | 16,000.00 |
| 4 | F&I Swing Gate | EA | 1.00 | 6,800.00 | 6,800.00 |
| 5 | F&I Barricade Type III | EA | 3.00 | 1,250.00 | 3,750.00 |
| Miscellaneous Total | | | | | 33,480.00 |
| Storm Sewer | | | | | |
| 6 | Modify Lift Station | EA | 1.00 | 99,360.00 | 99,360.00 |
| 7 | F&I Sluice Gate 36" Dia Stainless Steel | EA | 1.00 | 32,050.00 | 32,050.00 |
| 8 | F&I Manhole 5' Dia Reinf Conc | EA | 1.00 | 32,600.00 | 32,600.00 |
| 9 | F&I Lift Station Pumps | LS | 1.00 | 223,790.00 | 223,790.00 |
| 10 | F&I Lift Station Controls | LS | 1.00 | 54,500.00 | 54,500.00 |
| Storm Sewer Total | | | | | 442,300.00 |
| Paving | | | | | |
| 11 | F&I Pavement 8" Thick Reinf Conc | SY | 251.00 | 108.00 | 27,108.00 |
| 12 | F&I Crushed Conc - 9" Thick | SY | 251.00 | 18.00 | 4,518.00 |
| 13 | F&I Woven Geotextile | SY | 251.00 | 6.00 | 1,506.00 |
| 14 | F&I Curb & Gutter Mountable (Type I) | LF | 20.00 | 90.00 | 1,800.00 |
| 15 | F&I Sidewalk 4" Thick Reinf Conc | SY | 32.00 | 180.00 | 5,760.00 |
| Paving Total | | | | | 40,692.00 |
| Erosion Control | | | | | |
| 16 | Temp Construction Entrance | EA | 1.00 | 3,500.00 | 3,500.00 |

| Line | Description | Unit | Quantity | Unit Price (\$) | Amount (\$) |
|---------------------------------|-----------------------------------|------|----------|-----------------|-------------------|
| 17 | Inlet Protection - Existing Inlet | EA | 3.00 | 300.00 | 900.00 |
| 18 | Silt Fence - Standard | LF | 465.00 | 3.00 | 1,395.00 |
| Erosion Control Total | | | | | 5,795.00 |
| Landscaping | | | | | |
| 19 | Mulching Type 1 Hydro | SY | 1,800.00 | 0.80 | 1,440.00 |
| 20 | F&I Fence | LF | 80.00 | 380.00 | 30,400.00 |
| 21 | Site Grading | LS | 1.00 | 4,500.00 | 4,500.00 |
| 22 | Seeding Type C | SY | 1,800.00 | 1.00 | 1,800.00 |
| 23 | Overseeding | SY | 1,800.00 | 0.20 | 360.00 |
| 24 | Weed Control Type B | SY | 1,800.00 | 0.10 | 180.00 |
| 25 | Topsoil - Import | CY | 50.00 | 65.00 | 3,250.00 |
| 26 | Fill - Import | CY | 50.00 | 65.00 | 3,250.00 |
| 27 | Topsoil - Strip & Spread | LS | 1.00 | 4,500.00 | 4,500.00 |
| Landscaping Total | | | | | 49,680.00 |
| Total Construction in \$ | | | | | 571,947.00 |

| | | |
|---------------------------------------|--------|-------------------|
| Contingency | 10.00% | 57,194.70 |
| Misc. Costs | | 22,500.00 |
| Total Estimated Costs | | 651,641.70 |
| Sales Tax Funds - Flood Control - 460 | | 651,641.70 |
| Unfunded Costs | | 0.00 |

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



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

Jason Leonard, P.E.
Division Engineer



Engineer's Statement Of Cost
Project # NR-26-C4
LS #40 Rehab - Electrical Contract

On 32nd Avenue Northeast, east of Eagle Street North

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

NOW THEREFORE Thomas Knakmuhs, do hereby certify as follows:

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

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

LS #40 Rehab - Electrical Contract Project # NR-26-C4 of the City of Fargo, North Dakota.

| Line | Description | Unit | Quantity | Unit Price (\$) | Amount (\$) |
|---------------------------------|--------------------------------|------|----------|-----------------|------------------|
| Electrical | | | | | |
| 1 | Modify Lift Station Electrical | LS | 1.00 | 38,919.00 | 38,919.00 |
| Electrical Total | | | | | 38,919.00 |
| Total Construction in \$ | | | | | 38,919.00 |

| | | |
|---------------------------------------|--------|------------------|
| Contingency | 10.00% | 3,891.90 |
| Misc. Costs | | 9,248.00 |
| Total Estimated Costs | | 52,058.90 |
| Sales Tax Funds - Flood Control - 460 | | 52,058.90 |
| Unfunded Costs | | 0.00 |

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



Thomas Knakmuhs, P.E.
 City Engineer

12

May 20, 2026

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

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

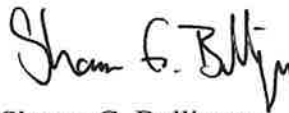
Dear Commissioners:

Enclosed and delivered to the City Commission office is an original Memorandum of Offer to Landowner document and a temporary easement in association with Improvement District #BR-26-G1. Final purchase price has been reached and at this time we are requesting authorization from the Commission to proceed with the purchase. All land acquisition procedures have been followed and the City Engineer's office recommends purchase.

RECOMMENDED MOTION: I/we hereby move to approve and authorize the purchase of a temporary easement from **Jean Pich, Trenton Pic-Armbrust & Vance Pic-Armbrust** in association with Improvement District #BR-26-G1 and that the Mayor is instructed to execute the Memorandum of Offer to Landowner & Easement document on behalf of the City of Fargo.

Please return the signed originals.

Respectfully submitted,



Shawn G. Bullinger
Land Acquisition Specialist

C: Kasey McNary
Rob Hasey

MEMORANDUM OF OFFER TO LANDOWNER

| | | |
|---|----------------|--------------------------------|
| Project BR-26-G1 | County Cass | Parcel(s) 01-2840-00655-000 |
| Landowner Jean Pich, Trenton Pic-Armbrust & Vance Pic-Armbrust | | |
| Mailing Address 2401 17th Ave S Fargo, ND 58103 | | |

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

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

I, as right of way agent for the City of Fargo Engineering Department, am hereby authorized to offer the following amount of \$ ~~4,234.00~~ 1,234.02 ^{SGD} as full compensation for the fee and/or temporary taking of the foresaid parcels and all damages incidental thereto. The offer set forth has been established through one of the following, Basic Data Book, Certified Appraisal, City of Fargo Minimum Payment Policy. A breakdown of this offer is as follows:

| | | |
|-------------------------------|----|--|
| Land | \$ | <u> </u> ^{SGD} |
| Easement and Access Control | \$ | 4,234.00 <u>1,234.02</u> ^{SGD} |
| Improvements on Right of Way* | \$ | <u> </u> |
| Damages to Remainder | \$ | <u> </u> ^{SGD} |
| Total Offer | | \$ 4,234.00 <u>1,234.02</u> ^{SGD} |

*Description of Damages to Remainder are as follows:

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

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

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

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

Dr. Timothy J. Mahoney
 MAYOR

 SIGNATURE

 DATE

EASEMENT
(Temporary Construction Easement)

KNOW ALL MEN BY THESE PRESENTS that **JEAN PICH, TRENTON PIC-ARMBRUST, AND VANCE PIC-ARMBRUST**, whose address is 2401 17th Ave S, Fargo, ND58103, hereinafter referred to as “Grantor”, whether one or more, for and in consideration of the sum of One and no/100 Dollars (\$1.00) and other valuable consideration, to it in hand paid the receipt whereof is hereby acknowledged, **HEREBY GRANTS UNTO THE CITY OF FARGO, CASS COUNTY, NORTH DAKOTA**, a municipal corporation, its successors and assigns, hereinafter referred to as “Grantee”, temporary construction easements under, over, upon and in the lands hereinafter described for the purpose of storage of materials and job site layout for construction, together with the customary appurtenances, said tract being described as follows:

That part of Lot 8, Block 5C, REPLAT OF BLOCK (5), SOUTHVIEW VILLAGES ADDITION, according to the recorded plat thereof, on file and of record in the office of the Recorder, Cass County, North Dakota, described as follows:

The south 10.00 feet of said Lot 8, as measured at a right angle to and parallel with the south line of said Lot 8.

AND

The west 30.00 feet of the north 10.00 feet of the south 20.00 feet of said Lot 8, as measured at right angles to and parallel with the west and south lines of said Lot 8.

Containing a combined 1,000 square feet, more or less, and subject to all easements, restrictions and reservations of record, if any.

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

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

This Easement shall terminate on November 15, 2028, or at the end of the project, whichever occurs later.

[Signature pages to follow]

IN WITNESS WHEREOF, Grantor has set their hands and caused this instrument to be executed this 20 day of May, 2026.

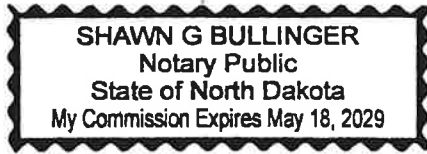
GRANTOR:

Jean Pich
Jean Pich

STATE OF NORTH DAKOTA)
)
COUNTY OF CASS)

On this 20 day of May, 2026, before me a notary public in and for said county and state, personally appeared Jean Pich, known to me to be the person described herein, and who executed the within and foregoing instrument, and acknowledged that she executed the same.

(SEAL)



Shawn G. Bullinger
Notary Public
My Commission Expires:

IN WITNESS WHEREOF, Grantor has set their hands and caused this instrument to be executed this 20 day of May, 2026.

GRANTOR:

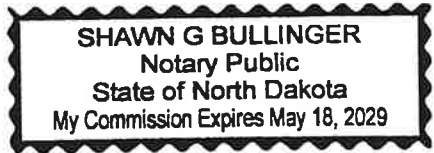


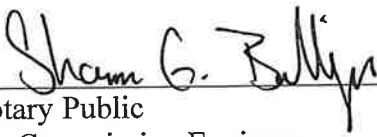
Trenton Pic-Armbrust

STATE OF NORTH DAKOTA)
)
COUNTY OF CASS)

On this 20 day of May, 2026, before me a notary public in and for said county and state, personally appeared Trenton Pic-Armbrust, known to me to be the person described herein, and who executed the within and foregoing instrument, and acknowledged that he executed the same.

(SEAL)





Notary Public
My Commission Expires:

IN WITNESS WHEREOF, Grantor has set their hands and caused this instrument to be executed this 20 day of May, 2026.

GRANTOR:

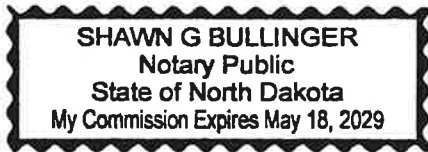
Vance Pic-Armbrust

Vance Pic-Armbrust

STATE OF NORTH DAKOTA)
)
COUNTY OF CASS)

On this 20 day of May, 2026, before me a notary public in and for said county and state, personally appeared Vance Pic-Armbrust, known to me to be the person described herein, and who executed the within and foregoing instrument, and acknowledged that he executed the same.

(SEAL)



Shawn G. Bullinger

Notary Public
My Commission Expires:

GRANTEE:

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

Timothy J. Mahoney, Mayor

ATTEST:

Angie Bear
Deputy Auditor on behalf of City Auditor

STATE OF NORTH DAKOTA)
)
COUNTY OF CASS)

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

(SEAL)

Notary Public
My Commission Expires:

The legal description was prepared by:
Steven W. Holm (LS-6571)
Professional Land Surveyor

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

COVER SHEET
CITY OF FARGO PROJECTS

13

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 Lining

Improvement
District No.

UR-26-G

| | | |
|-----------------------------|------------------------|---------------|
| Call For Bids | <u>May 26</u> | , <u>2026</u> |
| Advertise Dates | <u>June 3 & 10</u> | , <u>2026</u> |
| Bid Opening Date | <u>July 1</u> | , <u>2026</u> |
| Substantial Completion Date | <u>June 1</u> | , <u>2027</u> |
| Final Completion Date | <u>July 1</u> | , <u>2027</u> |

- X PWPEC Report (Attach Copy)
- 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

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 & 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)
- X Review Special Assessment Letter of Credit

PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

Improvement District No. UR-26-G1

Type: 2026 CIP Revision

Location: 3rd Ave S, 32nd St – 40th St
19th Ave N, 18th St – 57th St

Date of Hearing: 5/18/2026

| | |
|-----------------|----------------------|
| <u>Routing</u> | <u>Date</u> |
| City Commission | <u>5/26/26</u> |
| PWPEC File | <u>X</u> |
| Project File | <u>Jason Leonard</u> |

The Committee reviewed a communication from Division Engineer, Jason Leonard, regarding the addition of Improvement District No. UR-26-G1 to the 2026 CIP.

Engineering is requesting approval to add Improvement District No. UR-26-G1 to the 2026 CIP. This project is for Sanitary Sewer CIPP Lining Improvements and Manhole Rehabilitation.

The estimated construction cost for this project is \$1,750,000 and will be funded by Special Assessments and Wastewater Utility Funds.

On a motion by Ben Dow, seconded by Gary Lorenz, the Committee voted to recommend approval of adding Improvement District No. UR-26-G1 to the 2026 CIP.

RECOMMENDED MOTION

Concur with the recommendations of PWPEC and approve the addition of Improvement District No. UR-26-G1 to the 2026 CIP.

PROJECT FINANCING INFORMATION:

Recommended source of funding for project: Special Assessments & Wastewater Utility Funds

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

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

COMMITTEE

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

| Present | Yes | No | Unanimous |
|-----------------|-----------------|-----------------|-----------------|
| <u> </u> | <u> </u> | <u> </u> | <u> </u> |
| <u> </u> | <u> </u> | <u> </u> | <u> </u> |
| <u> </u> | <u> </u> | <u> </u> | <u> </u> |
| <u> </u> | <u> </u> | <u> </u> | <u> </u> |
| <u> </u> | <u> </u> | <u> </u> | <u> </u> |
| <u> </u> | <u> </u> | <u> </u> | <u> </u> |
| <u> </u> | <u> </u> | <u> </u> | <u> </u> |

ATTEST:



Tom Knakmuhs, P.E.
City Engineer

C: Kristi Olson

**RESOLUTIONS PERTAINING TO IMPROVEMENT DISTRICT NO. UR-26-G
SANITARY SEWER LINING**

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

That the Board of City Commissioners deems it expedient that Improvement District No. UR-26-G (Sanitary Sewer Lining) in the City of Fargo, North Dakota, be created in accordance with North Dakota Century Code, Section 40-22-08 and the location and comprising included with the Engineer's Report,

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

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

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

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

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

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

C E R T I F I C A T E

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

I, Susan Thompson, the duly appointed, qualified and acting City Auditor of the City of Fargo, North Dakota do hereby certify that the foregoing is a full, true and correct copy of the resolution adopted by the Board of City Commissioners of the City of Fargo at the Regular Meeting of the Board held on Tuesday, May 26th, 2026.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the Seal of the City of Fargo, North Dakota, this 20th day of May, 2026.

Susan Thompson
City Auditor

(SEAL)



**ENGINEER'S REPORT
SANITARY SEWER LINING
IMPROVEMENT DISTRICT NO. UR-26-G**

**2ND AVENUE SOUTH FROM 40TH STREET SOUTH TO
38TH STREET SOUTH, 38TH STREET SOUTH FROM 2ND
AVENUE SOUTH TO 3RD AVENUE SOUTH, 3RD AVENUE
SOUTH FROM 36TH STREET SOUTH TO 32ND STREET
SOUTH; 19TH AVENUE NORTH FROM 57TH STREET
NORTH TO INTERSTATE 29.**

Nature & Scope

Cured-in-place lining for sanitary sewer mains and sanitary services. Manhole hole repair of bottom section of sanitary manholes with epoxy liner.

Purpose

Repair deficiencies in sanitary sewer system by lining of sanitary pipes and manhole repairs without the need for excavation and replacement.

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 \$1,419,235.00. The cost breakdown is as follows:

Sanitary Sewer - 3rd Avenue S

| | | |
|--------------------------|--|---------------------|
| Construction Cost | | \$490,935.00 |
|--------------------------|--|---------------------|

Fees

| | | |
|-------------|-----|-------------|
| Admin | 4% | \$19,637.40 |
| Contingency | 5% | \$24,546.75 |
| Engineering | 10% | \$49,093.50 |
| Interest | 4% | \$19,637.40 |
| Legal | 3% | \$14,728.05 |

| | | |
|-----------------------------|--|---------------------|
| Total Estimated Cost | | \$618,578.10 |
|-----------------------------|--|---------------------|

Funding

| | | |
|----------------------------------|--------|--------------|
| Utility Funds - Wastewater - 521 | 55.18% | \$341,313.30 |
| Special Assessments | 44.82% | \$277,264.80 |

Sanitary Sewer - 19th Avenue N

| | | |
|--------------------------|--|---------------------|
| Construction Cost | | \$928,300.00 |
|--------------------------|--|---------------------|

Fees

| | | |
|-------------|-----|-------------|
| Admin | 4% | \$37,132.00 |
| Contingency | 5% | \$46,415.00 |
| Engineering | 10% | \$92,830.00 |
| Interest | 4% | \$37,132.00 |
| Legal | 3% | \$27,849.00 |

| | | |
|-----------------------------|--|-----------------------|
| Total Estimated Cost | | \$1,169,658.00 |
|-----------------------------|--|-----------------------|

Funding

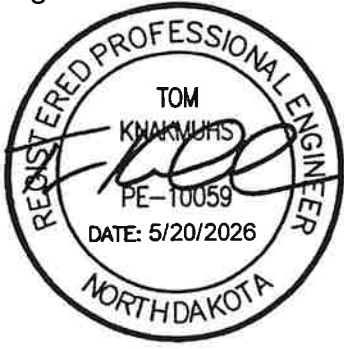
| | | |
|----------------------------------|---------|----------------|
| Utility Funds - Wastewater - 521 | 100.00% | \$1,169,658.00 |
|----------------------------------|---------|----------------|

Project Funding Summary

| | | |
|----------------------------------|--------|----------------|
| Utility Funds - Wastewater - 521 | 84.50% | \$1,510,971.30 |
| Special Assessments | 15.50% | \$277,264.80 |

| | | |
|-------------------------------------|--|-----------------------|
| Total Estimated Project Cost | | \$1,788,236.10 |
|-------------------------------------|--|-----------------------|

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
SANITARY SEWER LINING
IMPROVEMENT DISTRICT NO. UR-26-G**

**2ND AVENUE SOUTH FROM 40TH STREET SOUTH TO
38TH STREET SOUTH, 38TH STREET SOUTH FROM 2ND
AVENUE SOUTH TO 3RD AVENUE SOUTH, 3RD AVENUE
SOUTH FROM 36TH STREET SOUTH TO 32ND STREET
SOUTH; 19TH AVENUE NORTH FROM 57TH STREET
NORTH TO INTERSTATE 29.**

LOCATION:

On 2nd Avenue South from 250' east of 40th Street South to 38th Street South.

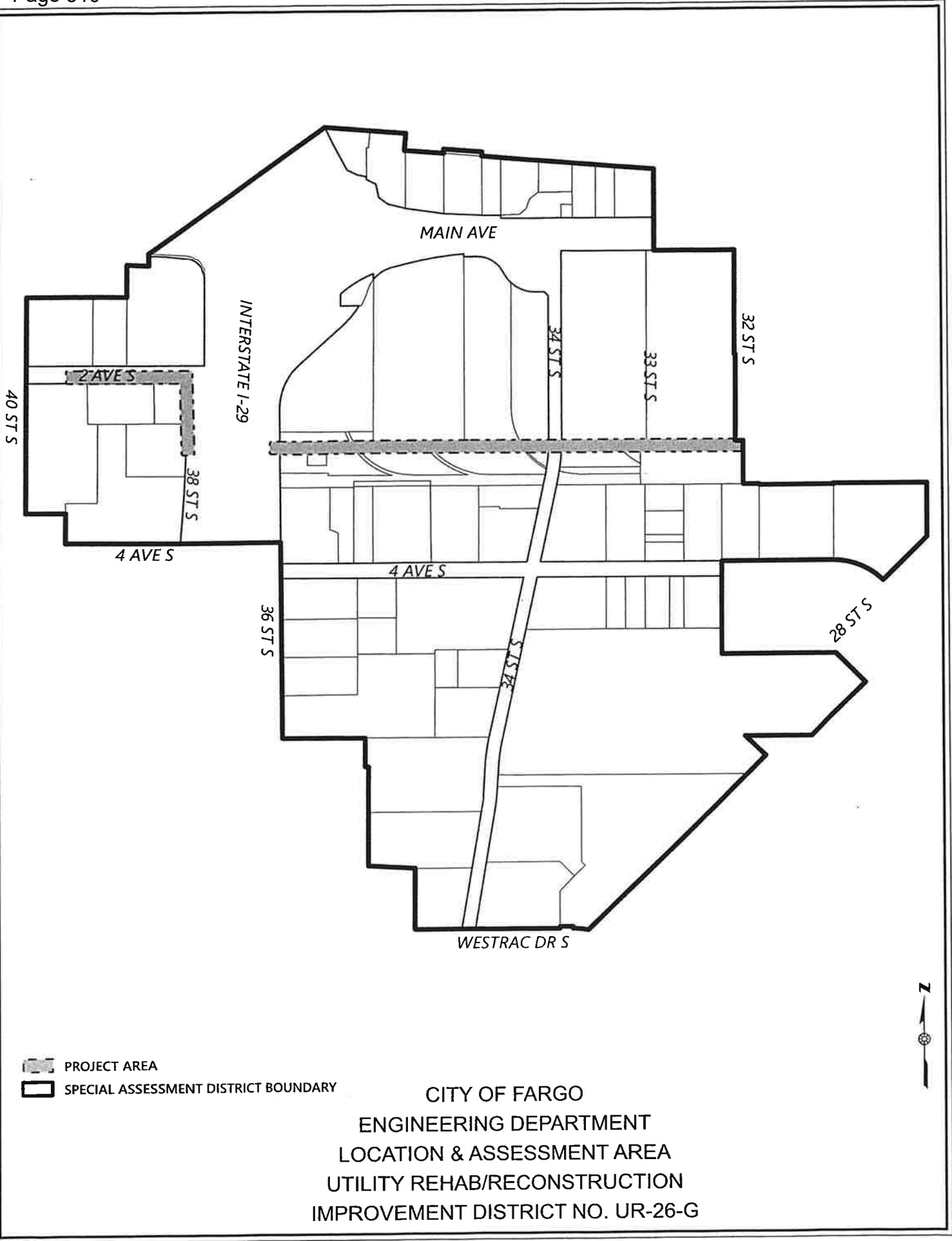
On 38th Street South from 2nd Avenue South to 3rd Avenue South.

On 3rd Avenue South from 36th Street South to 32nd Street South.

COMPRISING:

The area bounded on the north by 1st Avenue North, on the east by 29th Street South, on the south by Westrac Drive South and on the west by 40th Street South.

Please refer to the Special Assessment Map for precise parcel locations within the assessment area.





(15)

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

TO: Board of Commissioners
FROM: Susan Thompson, Director of Finance
RE: FAHR Staff meeting – Items for Commission Review/Approval
DATE: 5/18/2025

Receive & File: General Fund – Budget to Actuals 4/30/2026
Sales Tax Update – Accrual Basis

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

Award & Budget Adjustments

- Public Health – Tyler Tech Contract amendment
- Public Health – Award Health Inspection & Licensing Software to GovTech
- Public Health – Northern Cass Public School nursing Contract
- Fargodome – Budget adjustment sidewalk repair
- Fire – Budget adjustment and interfund loan for land purchase via the Public Safety Sales Tax

City of Fargo, North Dakota
General Fund - Budget to Actual
 Unaudited Monthly Financial Statements - April 30, 2026
 Amounts shown in thousands

| | YTD Budget | YTD Actual | YTD Variance |
|--|------------------|------------------|-------------------|
| REVENUES: | | | |
| 1 Taxes | \$ 43,831 | \$ 40,899 | \$ (2,932) |
| 2 Licenses & Permits | 2,224 | 1,553 | (670) |
| 3 Intergovernmental Revenue | 4,451 | 4,576 | 124 |
| 4 Charges for Services | 2,548 | 2,940 | 392 |
| 5 Fines & Traffic Tickets | 613 | 499 | (114) |
| 6 Interest | 2,167 | 2,717 | 550 |
| 7 Miscellaneous Revenue | 288 | 577 | 288 |
| 8 Transfers In | 6,688 | 6,674 | (14) |
| Total Revenues | \$ 62,810 | \$ 60,435 | \$ (2,376) |
| EXPENDITURES: | | | |
| 9 General Government | \$ 9,807 | \$ 9,088 | \$ 719 |
| 10 Public Safety | 17,630 | 16,429 | 1,201 |
| 11 Public Works | 4,754 | 4,315 | 438 |
| 12 Health & Welfare | 4,579 | 4,135 | 445 |
| 13 Culture & Recreation | 1,738 | 1,606 | 132 |
| 14 Economic Development | 18 | 22 | (4) |
| 15 General Support | 369 | 486 | (117) |
| 17 Operating Transfers | 3,293 | 1,541 | 1,753 |
| 18 Contingency (Salary Savings) | (463) | (2) | (461) |
| Total Expenditures | \$ 41,725 | \$ 37,620 | \$ 4,105 |
| Revenue Over (Under) Expenditures | \$ 21,085 | \$ 22,815 | \$ 1,730 |

- 1** Timing/Allocation with Property Tax Receipts and Primary Resident Tax Credit revenue.
2 Building-related permits/fees are trending below budget.
9-12 Timing issues with budget v actual expenses.
17 Timing issue. One-time transfer will be made later in the year.

City of Fargo

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

Data as of 5/14/2026

| Payment Date | Collection Month | County Amount | County | | 2% Sales Tax | | | City Total Amount | City Growth % |
|-------------------|------------------|---------------|----------------|----------|--------------|-------------------|-------------------------------------|-------------------|---------------|
| | | | Collections | Growth % | PSST Amount | Infra & FC Amount | Infra & FC Collections Total Amount | | |
| | | | 3,548,174.71 | 11.90% | | | 10,326,611.22 | 11,617,437.62 | 8.02% |
| | Dec-26 | - | | | - | - | | | |
| | Nov-26 | - | | | - | - | | | |
| | Oct-26 | - | | | - | - | | | |
| | Sep-26 | - | | | - | - | | | |
| | Aug-26 | - | | | - | - | | | |
| | Jul-26 | - | | | - | - | | | |
| | Jun-26 | - | | | - | - | | | |
| | May-26 | - | | | - | - | | | |
| | Apr-26 | - | | | - | - | | | |
| | Mar-26 | - | | | - | - | | | |
| 4/22/2026 | Feb-26 | 1,991,327.23 | | | 736,819.60 | 5,894,556.81 | | | |
| 3/21/2025 | Jan-26 | 1,556,847.48 | | | 554,006.80 | 4,432,054.41 | | | |
| | | | 23,236,103.87 | -0.29% | | | 68,274,579.41 | 74,935,830.45 | -2.22% |
| 2/23/2026 | Dec-25 | 2,153,670.99 | | | 814,634.22 | 6,517,073.77 | | | |
| 1/23/2026 | Nov-25 | 2,416,687.95 | | | 869,473.49 | 6,955,787.93 | | | |
| 12/19/2025 | Oct-25 | 1,397,583.64 | | | 528,563.25 | 4,228,506.01 | | | |
| 11/24/2025 | Sep-25 | 2,379,895.75 | | | 836,408.75 | 6,691,270.01 | | | |
| 10/21/2025 | Aug-25 | 2,281,923.54 | | | 835,497.50 | 6,683,979.99 | | | |
| 9/22/2025 | Jul-25 | 1,796,292.91 | | | 622,825.54 | 4,982,604.32 | | | |
| 8/21/2025 | Jun-25 | 2,270,466.69 | | | 803,789.60 | 6,430,316.85 | | | |
| 7/22/2025 | May-25 | 2,053,576.19 | | | 749,363.21 | 5,994,905.70 | | | |
| 6/20/2025 | Apr-25 | 1,616,213.54 | | | 600,695.48 | 4,805,564.00 | | | |
| 5/21/2025 | Mar-25 | 1,698,986.33 | | | | 5,424,656.49 | | | |
| 4/23/2025 | Feb-25 | 1,477,568.31 | | | | 4,523,059.23 | | | |
| 3/21/2025 | Jan-25 | 1,693,238.03 | | | | 5,036,855.11 | | | |
| 2/21/2025 | Dec-24 | 2,207,030.88 | 23,304,345.12 | 0.86% | | 6,626,714.99 | 69,824,744.71 | | 0.83% |
| 1/21/2025 | Nov-24 | 2,281,112.22 | | | | 6,540,733.39 | | | |
| 12/20/2024 | Oct-24 | 1,764,529.62 | | | | 5,342,358.63 | | | |
| 11/22/2024 | Sept-24 | 2,257,740.11 | | | | 6,622,406.84 | | | |
| 10/21/2024 | Aug-24 | 2,088,361.27 | | | | 6,284,633.45 | | | |
| 9/21/2024 | July-24 | 1,746,626.42 | | | | 5,168,111.30 | | | |
| 8/21/2024 | June-24 | 2,659,707.17 | | | | 7,859,913.01 | | | |
| 7/22/2024 | May-24 | 1,348,902.41 | | | | 4,252,926.43 | | | |
| 6/24/2024 | Apr-24 | 1,759,660.73 | | | | 5,404,517.72 | | | |
| 5/21/2024 | Mar-24 | 2,276,388.27 | | | | 6,980,911.25 | | | |
| 4/22/2024 | Feb-24 | 1,023,591.77 | | | | 3,163,097.74 | | | |
| 3/21/2024 | Jan-24 | 1,890,694.25 | | | | 5,578,419.96 | | | |
| 2023 Collections | | | 23,106,462.71 | 8.18% | | | 69,250,461.96 | | 4.02% |
| 2022 Collections | | | 21,358,922.89 | -2.56% | | | 66,571,120.26 | | 4.28% |
| 2021 Collections | | | 21,920,710.74 | 31.11% | | | 63,840,810.53 | | 29.90% |
| 2020 Collections | | | 16,719,327.13 | 0.30% | | | 49,146,842.57 | | -5.00% |
| 2019 Collections | | | 16,670,136.34 | 6.04% | | | 51,732,824.69 | | 7.36% |
| 2018 Collections | | | 15,720,221.20 | | | | 48,185,965.90 | | |
| 2017 Collections | | | 2,796,024.89 | | | | | | |
| Totals Since 2019 | | | \$ 168,380,430 | | | | \$ 506,196,018 | | |



**Report of Action:
FAHR Meeting of May 18, 2026**

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

Department: Health

Description: See attached memo. Health requests approval of a contract amendment with Tyler Technologies to provide Environmental Health software through 12/31/2026 at no net cost to the City.

Net Financial Impact: \$0

At their meeting, FAHR endorsed this request.

Suggested Motion:

Approve the Amendment between Tyler Technologies Inc and the City of Fargo to provide DHD as a Software as Service to the Environmental Health Division at no net cost through December 31, 2026.




**Fargo Cass
Public Health**
Prevent. Promote. Protect.

FARGO CASS PUBLIC HEALTH
ENVIRONMENTAL HEALTH
1240 25th Street South
Fargo, ND 58103-2367
Phone 701.476.6729 | Fax: 701.298.6929
FargoCassPublicHealth.com

MEMORANDUM

TO: FAHR & BOARD OF CITY COMMISSIONERS

FROM: GRANT LARSON 
ENVIRONMENTAL HEALTH DIRECTOR

DATE: MAY 18, 2026

RE: TYLER TECHNOLOGIES INC. CONTRACT AMENDMENT
FUNDS: \$7,500
EXPIRES: DECEMBER 31, 2026

The Environmental Health Division, FCPH, has utilized Tyler Technologies Inc. health inspection and licensing software, referred to as DHD, since Dec. 18, 2019.

Due to the pending termination of the DHD software, on Dec. 31, 2026, the Environmental Health Division began implementation and migration into Tyler's new software solution in February of 2025. We understood this technical process would include hands-on training and many technical decisions, however after six months of engagement it became apparent that the new software did not possess the functionality of the previous version, which is necessary for our department. Due to inadequate functionality for our needs, the new software contract amendment was terminated by the City of Fargo Commission on Oct. 27, 2025.

Currently, the Environmental Health Division is in the process of acquiring a different software company to fulfill the health inspection and licensing documentation. To facilitate this process, the attached supplemental amendment allows the Environmental Health Division to utilize Tyler's DHD software until Dec. 31, 2026.

Cost: Tyler will invoice the City of Fargo **\$7,500** for DHD access, Feb. 1, 2026 to Dec. 31, 2026.

Funding: As stated in the attached amendment, the contract parties memorialize a credit related to the Tyler Enterprise ERP finance project, to satisfy the invoice cost of **\$7,500**.

SUGGESTED MOTION:

Approve the Amendment between Tyler Technologies Inc and the City of Fargo to provide DHD as a SaaS Service to the Environmental Health Division, at no cost, through December 31, 2026.



AMENDMENT

This amendment ("Amendment") is effective as of the date of signature of the last party to sign as indicated below ("Amendment Effective Date"), by and between Tyler Technologies, Inc. with offices at One Tyler Drive, Yarmouth, Maine 04096 ("Tyler") and the City of Fargo, North Dakota, with offices at 225 4th Street N, Fargo, North Dakota 58102-4809 ("Client").

WHEREAS, Tyler and Client are parties to an agreement dated November 13, 2023 ("Agreement"); and

WHEREAS, Tyler and Client are parties to an amendment dated November 4, 2024 ("2024 Amendment"); and

WHEREAS, Tyler and Client desire to terminate the 2024 Amendment as provided herein.

NOW THEREFORE, in consideration of the mutual promises hereinafter contained, Tyler and Client agree as follows:

1. The 2024 Amendment will terminate for convenience at 11:59 PM on January 31, 2026. Tyler and Client will have no further rights or responsibilities under the 2024 Amendment as of such date.
2. Tyler will provide DHD as a SaaS Service to Client through December 31, 2026. As outlined on Exhibit A to this Amendment, Tyler will invoice Client \$7,500 in consideration of this DHD commitment for the period from February 1, 2026 through December 31, 2026. To the extent that the parties memorialize a credit related to the Enterprise ERP project, this invoiced amount may be satisfied through use of that credit. Environmental Health SaaS Services will be removed from the Agreement as of February 1, 2026.
3. The following invoiced amounts related to the Environmental Health implementation will be voided:
 - a. 025-0523946: \$800;
 - b. 025-525904: \$100;
 - c. 025-531420: \$6,610;
 - d. 025-532952: \$1,665;
 - e. 025-534029: \$6,855; and
 - f. 025-534609: \$1,400 (\$1,400 has already been credited against this invoice's \$2,800 total)
4. This Amendment shall be governed by and construed in accordance with the terms and conditions of the Agreement.

- 5. Except as expressly indicated in this Amendment, all other terms and conditions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the dates set forth below. By signing below, the parties agree that this Amendment memorializes the full resolution and final obligations of the parties related to Tyler's provision of Environmental Health to the Client.

Tyler Technologies, Inc.

City of Fargo, North Dakota

By: _____

By: _____

Name: _____

Name: Timothy J. Mahoney

Title: _____

Title: Mayor, City of Fargo

Date: _____

Date: _____

Attest:

By: _____

Name: Angie Bear

Title: Deputy City Auditor

Date: _____



Exhibit A
Investment Summary

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK



Quoted By:
Quote Expiration:
Quote Name:

Chris Harpenau
9/1/26

Sales Quotation For:
FARGO DEPARTMENT OF HEALTH, ND
GRANT LARSON
1240 25TH ST S
FARGO ND 58103-2367

Tyler SaaS

| Description | Term | Monthly Fee | Users/Units | Annual Fee |
|---|-------------|-------------|-------------|-----------------|
| Enterprise Permitting & Licensing Core Software | | | | |
| DHD SaaS 2-1-2026 to 12-31-2026 | | \$ 625 | 1 | \$ 7,500 |
| TOTAL | 1.00 | | | \$ 7,500 |

| Summary | One Time Fees | Recurring Fees |
|--|----------------------|-----------------------|
| Total SaaS | | \$ 7,500 |
| Total Services | \$ 0 | \$ 0 |
| Total Third-Party Hardware, Software, Services | \$ 0 | \$ 0 |
| Summary Total | \$ 0 | \$ 7,500 |



**Report of Action:
FAHR Meeting of May 18, 2026**

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

Department: Health

Description: See attached memo. Health requests approval of a contract to award HS GovTech for Environmental Health software beginning in late 2026. Following purchase policy guidelines, Health selected this software as the best fit for their needs. A 2026 budget adjustment is requested for 2026 additional costs of the software configuration, \$37,110.

Net Financial Impact: \$37,110

At their meeting, FAHR endorsed this request.

Suggested Motion:

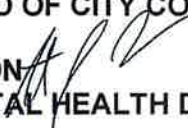
Approve the recommendation for RFP26033, Health Inspection Software, award to GovTech in the amount of \$95,460, and related budget adjustment for additional 2026 funding of \$37,110 for installation costs.



FARGO CASS PUBLIC HEALTH
ENVIRONMENTAL HEALTH
1240 25th Street South
Fargo, ND 58103-2367
Phone 701.476.6729 | Fax: 701.298.6929
FargoCassPublicHealth.com

MEMORANDUM

TO: FAHR & BOARD OF CITY COMMISSIONERS

FROM: GRANT LARSON 
ENVIRONMENTAL HEALTH DIRECTOR

DATE: MAY 18, 2026

RE: HEALTH INSPECTION AND LICENSING SOFTWARE SYSTEM

The Environmental Health Division, FCPH, has utilized the same health inspection and licensing software since May of 2006. The inaugural software was developed by Garrison Enterprises Inc which was then purchased by Tyler Technologies Inc in December of 2019. This change in ownership led to a new service agreement between the City of Fargo and Tyler Technologies which was approved by the City of Fargo Commission on Dec. 18, 2019. The change in ownership did not impact the software performance, however, in 2023, Tyler Technologies Inc informed our division that the current software will be terminated on Dec. 31, 2026, due to security issues. At that time, Tyler Technologies Inc also proposed their new upgraded software as a replacement to the legacy software scheduled to sunset at the end of 2026.

Based on this pending termination of the health inspection and licensing software, the Environmental Health Division reviewed City of Fargo options and processes to replace the product with a new software solution. Due to the termination of the current product, our division was informed that a valid option would be to migrate to the new version of Tyler Technologies, without the requirement for an RFP. Since we had no issues with their current software, our division asked them to conduct a demonstration to highlight the upgraded software capabilities. Based on history with the current software, plus the possibilities with their new technology, the Environmental Health Division chose to move forward to implement the new version of the inspection and licensing software. This action led to an amendment to the current Tyler Technologies contract which was approved by the City of Fargo Commission on October 28, 2024.

The Environmental Health Division began implementation and migration into the new software solution in February of 2025. We understood this technical process would include hands-on training and many technical decisions, however after six months of engagement it became apparent that the new software did not possess the functionality of the previous version, which is necessary for our department. Due to inadequate functionality for our needs, the new software contract amendment was terminated by the City of Fargo Commission on Oct. 27, 2025.

Once the contract termination was finalized, the Environmental Health Division began working with the COF IS and Finance Department to choose a new software company utilizing the Request for Proposal (RFP) process. Thirteen individual companies submitted proposals associated with a software solution that met the parameters for health inspection and licensing requirements. The internal selection committee narrowed the field to five, out of the thirteen companies, to provide a demonstration of their software capabilities. The top two companies then provided another demonstration for the entire

Environmental Health Division along with a member from IS and Finance Department. The unanimous



FARGO CASS PUBLIC HEALTH
 ENVIRONMENTAL HEALTH
 1240 25th Street South
 Fargo, ND 58103-2367
 Phone 701.476.6729 | Fax: 701.298.6929
FargoCassPublicHealth.com

selection was HS GovTech which is a company based out of Charlotte, North Carolina. This decision was based on product demonstrations, cost, software efficiency, estimated implementation timeframe, and positive affirmation from several references.

Cost: The five-year budget to acquire HS GovTech includes:

- **\$95,460 (1st year)** – A one-time first-year fee includes:
 - \$20,460 – Licensing fee
 - \$13,750 – Data conversion fee
 - \$34,450 – Implementation fee
 - \$16,200 – Customization fee
 - \$10,600 – Training fee
- \$20,460 (2nd year) – licensing fee
- \$21,687.60 (3rd year) – licensing fee
- \$22,988.85 (4th year) – licensing fee
- \$24,368.18 (5th year) – licensing fee

Funding:

- **\$210,000** – Budget amount requested, in 2024, to pay Tyler Technologies Inc.
- **\$105,000** – Budget approved for the Tyler Technologies software in 2025
- **-\$62,650** – Fees paid to Tyler Technologies Inc. prior to their contract termination
- **\$42,350** – Difference or remaining balance from 2025 software budget
- **\$95,460** – Budget needed to move forward and implement HS GovTech software in 2026
- **-\$42,350** – Budget surplus from 2025
- **-\$16,000** – 2026 licensing/maintenance software fee withheld from Tyler Technologies
- **\$37,110** – Final funding required to purchase and implement HS GovTech software in 2026
- **Years 2-5 annual licensing fees** – To be paid by IS budget. 2027 IS \$16,000. FCPH \$4460.
- **Note** – Although it is too early to predict the 2026 year-end budget, the Environmental Health Division historically has ended fiscal years with salary savings which may offset the initial cost to move the software project forward in 2026.

The COF budget account number to complete this transaction will be **475-6010-510.74-12.**

SUGGESTED MOTION:

Approve the recommendation for RFP26033, Health Inspection and Licensing Software, award to HS GovTech in the amount of **\$95,460.**

GL/ls

BUDGET ADJUSTMENT REQUEST

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

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

DEPARTMENT: Fargo Cass Public Health
REQUESTED BY: Jenn Faul **PROJECT NUMBER:** HE25
DATE PREPARED: 5/6/2026

DESCRIPTION OF REQUEST: Requesting funding to purchase Environmental Health Division Software HS Gov Tech to replace Tyler. The requested \$37,110 is the remaining amount needed after using the IS Dept budget of 16,000 that would have been set aside for 2026.

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

| EXPENSE ACCOUNT NUMBER: | CURRENT BUDGET | REQUESTED ADJUSTMENT | NEW BUDGET |
|----------------------------|----------------|----------------------|-------------|
| 475-6010-510-74-12 | \$42,350 | \$37,110 | = \$ 79,460 |
| | | | = \$ - |
| | | | = \$ - |
| | | | = \$ - |
| | | | = \$ - |
| | | + | = \$ - |
| | | + | = \$ - |
| | | + | = \$ - |
| TOTAL EXPENSE ADJUSTMENTS: | | \$ 37,110 | - |

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

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

FINANCE DEPT USE ONLY:

FAHR REVIEWED ON: _____

COMMISSION APPROVED ON: _____

ENTERED BY FINANCE: Date: _____

By: _____

BA# _____



**Report of Action:
FAHR Meeting of May 18, 2026**

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

Department: Health

Description: See attached memo. Health requests approval for the purchase of service agreement with Northern Cass Public School.

Net Financial Impact: \$0. Included w/ budget

At their meeting, FAHR endorsed this request.

Suggested Motion:

Approve the purchase of service agreement with Northern Cass Public School for \$60,758.57 for nursing services for the 2026-2027 school year.



FARGO CASS PUBLIC HEALTH
ADMINISTRATION
1240 25th Street South
Fargo, ND 58103-2367
Phone 701.241.1360

MEMORANDUM

TO: FAHR & BOARD OF CITY COMMISSIONERS

FROM: JENN FAUL *JF*
DIRECTOR OF PUBLIC HEALTH

DATE: MAY 18, 2026

**RE: PURCHASE OF SERVICE AGREEMENT WITH NORTHERN
CASS PUBLIC SCHOOL.
FUNDS: \$60,758.57
EXPIRES: 06/30/2027**

The attached purchase of service agreement is with Northern Cass Public School for \$60,758.57 for nursing services for the 2026-2027 school year.

BUDGET ADJUSTMENT

No budget adjustments.

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

Suggested Motion:

Move to approve the purchase of service agreement with Northern Cass Public School.

JF/lls
Attachment



PURCHASE OF SERVICE AGREEMENT WITH NORTHERN CASS PUBLIC SCHOOL DISTRICT AND FARGO CASS PUBLIC HEALTH
NURSING- SCHOOL
TERM: 07/01/2026 TO 06/30/2027 · Page 1 of 8

Whereas, the Northern Cass Public School District hereinafter referred to as District, has agreed to purchase the services described in the "Scope of Service" (Attachment A); and

Whereas, Fargo Cass Public Health, 1240 25th Street South, Fargo, North Dakota 58103-2367 hereinafter referred to as Provider desires to provide the services described in the "Scope of Services" (Attachment A):

Now, therefore the District and the Provider enter into the following:

I. TERMS OF CONTRACT

The term of this contract shall be for the school year 2026-2027, beginning on July 1, 2026, and ending on June 30, 2027. This contract may be renewed for subsequent school years by written agreement of the parties. Provided that either party may terminate this contract at any time upon thirty (30) days written notice to other party.

II. TERMINATION

In the event the agreement is terminated, the termination shall be without prejudice to any obligations or liabilities of either party for services provided prior to such termination.

III. SCOPE OF SERVICE

The Provider agrees to provide services in accordance with documentation in this contract.

IV. COMPENSATION

1. The District agrees to reimbursement for service in accordance with the agreed upon charges in this contract (Attachment B). The billing will occur monthly, at the previously determined rate of 70 percent for the district and 30 percent for the provider. The hours to be billed will include the scheduled nursing time, any annual or sick leave taken by the nursing personnel and holiday pay as determined by the City of Fargo.
2. The provider will attempt to get substitute nursing coverage, when the regularly scheduled nurse is on extended leave.
3. Northern Cass Public School District has requested an increase in school nursing hours over the original 30 hours per week agreement plus an extra 100 hours to use over the school year. Therefore, Northern Cass Public School District agrees to pay 100 percent (salary and benefits) of the school nursing hours in excess of 30 hours per week and the extra 100 hours, including any overtime accrued in lieu of this request. The school nurse rate with salary and benefits will be billed at \$47.85. If additional hours are requested outside of the terms of this agreement by the District it will be subject to staffing availability and operational approval by Provider. Provider shall have no obligation to provide additional hours where doing so would result in overtime, staffing shortages, or disruption of other public health services.
4. Fargo Cass Public Health will be reimbursed at a rate of 70 percent for nurses and aides who take time off during non-scheduled school days, up to two weeks, between August 26, 2026, and May 26, 2027.



PURCHASE OF SERVICE AGREEMENT WITH NORTHERN CASS PUBLIC SCHOOL DISTRICT AND FARGO CASS PUBLIC HEALTH
NURSING- SCHOOL
TERM: 07/01/2026 TO 06/30/2027 · Page 2 of 8

5. Mileage expense for nursing staff and aides to travel between Fargo Cass Public Health and Northern Cass Public School shall be reimbursed at the IRS rate, which is currently at .725 cents per mile, up to a maximum of 500 miles per school year.

V. CHANGES

No change or amendment to this agreement may be made unless made in writing signed by the parties.

VI. NO GRANT OF AUTHORITY TO CONTRACT ON BEHALF OF THE DISTRICT

No part of this agreement shall be construed to grant to the Provider any authority to contract for on behalf of or incur obligations on behalf of the District.

VII. AUTHORITY TO SUBCONTRACT

The Provider may subcontract with qualified providers of services, provided that any subcontract must acknowledge the binding nature of this agreement and incorporate this agreement, together with its attachments. The Provider agrees to be solely responsible for the performance of any subcontractor.

VIII. INDEPENDENT CONTRACTOR

The Provider is performing the duties under this agreement as an independent contractor. No part of this agreement, or the arrangements made by the parties to perform this agreement, shall be construed as creating an employer/employee relationship.

IX. COPYRIGHT

The District reserves the right to copy or reproduce any materials created or produced, by the Provider, in the performance of this agreement except with confidential information.

X. AGREEMENT CONSTITUTES CONTRACT

This agreement shall constitute the entire contract, between the parties, for the performance of the Scope of Service. There are no other agreements, either verbal or written, that alter or affect this agreement.

XI. PROVIDER ASSURANCES

The Provider agrees to comply with the applicable provider Assurances hereto attached, on Attachment C.

XII. INTEGRATION AND MODIFICATION

This contract constitutes the entire agreement between the Provider and the District. No alteration, amendment or modification in the provisions of this agreement shall be effective unless it is reduced to writing signed by the parties and attached hereto.

XIII. COLLATERAL CONTRACTS

Where there exists any inconsistency between this agreement and other provisions of collateral contractual agreements which are made a part of this agreement by reference or otherwise, the provisions of this agreement shall control.

XIV. ACCESS TO RECORDS

Fargo Cass Public Health and the North Dakota State Health Department, and their duly authorized representatives, shall have access to the books, documents, paper and records of the District which are



PURCHASE OF SERVICE AGREEMENT WITH NORTHERN CASS PUBLIC SCHOOL DISTRICT AND FARGO CASS PUBLIC HEALTH
NURSING- SCHOOL
TERM: 07/01/2026 TO 06/30/2027 · Page 3 of 8

pertinent, as determined by Fargo Cass Public Health, to this contract for the purpose of audits, examinations, excerpts, billings, and transcripts.

XV. RETENTION OF RECORDS

The Provider agrees to retain financial and program records. The District is responsible for student records including all electronic health information, if applicable, and will follow their own retention policy.

XVI. CONFIDENTIALITY

The Provider will not, except upon the written consent of the recipient's or their responsible parent, guardian, or custodian, use or cause to be used any information concerning such individual for any purpose not directly connected with the District or the Provider's responsibilities with respect to services purchased hereunder. The District acknowledges their role in abiding by the adherence to FERPA regulations relative to educational records confidentiality in order to protect student privacy. The consequences of failing to comply with FERPA must be borne by the School District and not Fargo Cass Public Health.

XVII. APPLICABLE LAW

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

XVIII. CAPTIONS

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

XIX. EXECUTION AND COUNTERPARTS

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

XX. AMENDMENTS

The terms of this agreement shall not be waived, altered, modified, supplemented, or amended, in any manner whatsoever, except by written instrument signed by the parties.

XXI. NOTICES

All notices, certificates or other communications shall be sufficiently given when delivered or mailed, postage prepaid, to the parties at their respective places of business as set forth in the preamble to this agreement or at a place designated hereafter in writing by the parties.

XXII. SUCCESSORS IN INTEREST

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

XXIII. SEVERABILITY

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



PURCHASE OF SERVICE AGREEMENT WITH NORTHERN CASS PUBLIC SCHOOL DISTRICT AND FARGO CASS PUBLIC HEALTH

NURSING- SCHOOL

TERM: 07/01/2026 TO 06/30/2027 - Page 4 of 8

XXIV. WAIVER

The failure of the District to enforce any provisions of this contract shall not constitute a waiver by the District of that or any other provision.

XXV. MERGER CLAUSE

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

XXVI. INDEMNIFICATION AND HOLD HARMLESS

The District hereby agrees to indemnify and hold the Provider, its officers, agents, employees, and members, harmless from any and all claims, demands and causes of action which may be asserted against the Provider as a result of the rendering of any of the services by the Provider which are described in this Agreement. The obligation of the District under the terms of this provision shall include the duty to provide a legal defense of such claims; provided that this provision shall not be construed to require reimbursement of any legal expenses incurred by the District, without prior written approval of the District.

XXVII. COMPLIANCE WITH LAWS

The Provider shall comply with all federal, state, and local laws and ordinances applicable to the work to be done under this agreement.

XXVIII. NON- DISCRIMINATION

The Provider makes available all services and assistance without regard to race, color, national origin, religion, age, sex, or handicap, and is subject to Title VI of the Civil Rights Act of 1964. Section 504 of the Rehabilitation Act of 1975 as amended. Persons who contract with or receive funds to provide services for Provider are obligated to abide by the provisions of their federal laws. Questions concerning the contractor's or provider' s obligations under these acts may be directed to the Provider' s representative as set forth in the signature block of this agreement, at the address established in the agreement, or the Branch Chief, Officer for Civil Rights, Region VIII, Federal Office Building, 1961 Stout Street, Denver, Colorado 82094.

XXIX. FORCE MAJEURE

Neither party shall be liable for delay or failure in performance caused by events beyond its reasonable control, including natural disasters, severe weather, fire, flood, war, terrorism, labor disputes, governmental action, or public health emergencies. The affected party shall give prompt notice and shall resume performance as soon as reasonably practicable.



PURCHASE OF SERVICE AGREEMENT WITH NORTHERN CASS PUBLIC SCHOOL DISTRICT AND FARGO CASS PUBLIC HEALTH
NURSING- SCHOOL
TERM: 07/01/2026 TO 06/30/2027 · Page 5 of 8

SERVICES PROVIDED: See Attachment A (Goals and Objectives)
REIMBURSEMENT: See Attachment B (Budget)
PROVIDER ASSURANCES: See Attachment C (Provider Assurances)

PROVIDER- FARGO CASS PUBLIC HEALTH

Jenn Faul 05/07/2026
Jenn Faul, Director of Public Health Date

NORTHERN CASS PUBLIC SCHOOL DISTRICT

Terry Baesler 5-7-26
Terry Baesler, Superintendent Date

Timothy J. Mahoney, Mayor, City of Fargo Date

ATTEST:

Angie Bear, Deputy City Auditor



PURCHASE OF SERVICE AGREEMENT WITH NORTHERN CASS PUBLIC SCHOOL DISTRICT AND FARGO CASS PUBLIC HEALTH
NURSING- SCHOOL
TERM: 07/01/2026 TO 06/30/2027 - Page 6 of 8

**ATTACHMENT A
SCHOOL HEALTH PROGRAM
A COLLABORATIVE PROGRAM BETWEEN
NORTHERN CASS PUBLIC SCHOOL DISTRICT AND FARGO CASS PUBLIC HEALTH**

PURPOSE: The purpose of this partnership is to share expertise, time, energy, and economic resources to coordinate and provide a comprehensive health program in our school community.

GOALS: The goal of this program is to provide Public Health School Nurse services and/or Nurse Aide services to all components of the Northern Cass Public School District health program: education, environment and services.

- A. Improve the student and family access to community health services.
- B. Improve the early identification, referral, and follow-up of students experiencing unresolved health problems.
- C. Determine the current compliance rate for follow-up on health screening results and on immunization requirements.
- D. Improve the students' access to basic health services at school for first aid symptom management and medications.

OBJECTIVES:

The Public Health School Nurse is a liaison between education and health care and will provide a link between the school, home and community. The nurse will:

- A. Manage health care in the school health program**
The nurse will participate in planning, implementation, and evaluation of the program.
- B. Deliver health services**
The nurse will deliver health services to the client system using systematic processes to assess needs, plan interventions, and evaluate outcomes so that high-level wellness can be achieved. The nurse will also monitor follow-through related to health referrals. The nurse aide will deliver health services primarily focused on first aid, medication administration or emergencies. The nurse aide will work in conjunction with the nurse assigned to that building and will be supervised by that nurse.
- C. Advocate for the health rights of children**
The nurse will act as an advocate for the health rights of children and their families both within the school and between the school and community.
- D. Provide health consult for individuals and groups**
The nurse will provide health counseling and guidance for the client system on an individual basis or within a group setting.
- E. Provide health education**
The nurse will participate in health education program activities for children, youth, school personnel, and the community.



PURCHASE OF SERVICE AGREEMENT WITH NORTHERN CASS PUBLIC SCHOOL DISTRICT AND FARGO CASS PUBLIC HEALTH
NURSING- SCHOOL
 TERM: 07/01/2026 TO 06/30/2027 · Page 7 of 8

ATTACHMENT B
2026-2027
SCHOOL HEALTH SERVICES BUDGET

SCHOOL NURSING BUDGET PROPOSAL FOR 7-1-2026 to 6-30-2027

NURSING COVERAGE- Northern Cass at 70% and FCPH at 30%

| <u>Staff</u> | <u>Hours/week</u> | <u>Weeks</u> | <u>Hourly compensation</u> | <u>Total</u> |
|---------------------------------|--------------------------|--------------|------------------------------|---------------------|
| Nurse | 30 | 35 | \$ 47.85 | \$ 50,242.50 |
| | 30 | 2 | \$ 47.85 | \$ 2,871.00 |
| RN ADMINISTRATION COST | 36 hours per budget year | | \$ 66.83 | \$ 2,405.88 |
| | | | Sub-total | \$ 55,519.38 |
| | | | Northern Cass @ 70% | \$ 38,863.57 |
| | | | FCPH @ 30% | \$ 16,655.81 |
| Additional Hours at 100% | 10 | 35 | \$ 47.85 | \$ 16,747.50 |
| Additional Hours at 100% | 100 hours/year | | \$ 47.85 | \$ 4,785.00 |
| Mileage | Up to 500 miles/year | | \$ 0.725 | \$ 362.50 |
| | | | Northern Cass at 100% | \$ 21,895.00 |
| NORTHERN CASS TOTAL | | | | \$ 60,758.57 |
| FCPH TOTAL | | | | \$ 15,554.52 |

NOTE: TOTAL COST FOR FCPH 7-1-2026 TO 6-30-2027 = \$15,554.52



PURCHASE OF SERVICE AGREEMENT WITH NORTHERN CASS PUBLIC SCHOOL DISTRICT AND FARGO CASS PUBLIC HEALTH
NURSING- SCHOOL
TERM: 07/01/2026 TO 06/30/2027 · Page 8 of 8

**ATTACHMENT C
PROVIDER ASSURANCES**

- A.** All licensing or other standards required by Federal and State Law and regulations and by ordinance of the City and county in which the services purchased hereunder are provided will be complied with in full for the duration of this contract.

- B.** No qualified person(s) shall be denied services purchased hereunder, or be subjected to discrimination, because of race, religion, color, national origin, sex, age, or handicap.

- C.** The Provider will abide by the provisions of Title VII of the Civil Rights Act of 1964 (42 USC 2000C) which prohibits discrimination against any employee or applicant for employment because of race, religion, color, national origin, sex, age, or handicap. In addition, the Provider agrees to abide by Executive Order 11246, as amended by Executive Order No. 11375, which prohibit discrimination because of sex.

- D.** The Provider will comply with Section 504 of the Rehabilitation Act of 1973, as amended, and all requirements imposed by and pursuant to regulations promulgated thereunder to the end that no otherwise qualified handicapped individual shall, solely by reason of their handicap, be excluded from participation in, be denied benefits of or be subjected to discrimination under any program in the provision of services under this agreement.

- E.** The Provider will not, except upon the written consent of the affected individual or their responsible parent, guardian or custodian, use or cause to be used, any information concerning such individual for any purpose not directly connected with Board or the Provider's responsibilities with respect to services purchased hereunder.

- F.** Unless otherwise authorized by federal law, the charges to be made by the Provider do not include costs financed by federal monies other than those generated by this agreement.

- G.** The Provider shall not assign this agreement.

- H.** Provider assures that the sources from which it purchases goods and services used for the provision of the services described in the agreement will conform to applicable provisions of Executive Order 11346, Equal Opportunity.



**Report of Action:
FAHR Meeting of May 18, 2026**

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

Department: FARGODOME

Description: See attached Memo. FARGODOME requests approval of a 2026 capital budget adjustment for \$82,000 for sidewalk repair and replacement to be funded out the FARGODOME Permanent Fund.

Net Financial Impact: \$82,000

At their meeting, FAHR endorsed this request.

Suggested Motion:

Approve the recommendation for a 2026 FARGODOME capital budget adjustment of \$82,000 for sidewalk repair and replacement at FARGODOME funded out of the FARGODOME permanent fund.



May 12, 2026

Fargo City Commission
200 3rd Street North
Fargo, ND 58102

RE: COF Project # SR-26-A1– FARGODOME Sidewalk Repair

Commissioners:

FARGODOME staff has been working with the Engineering department to complete necessary sidewalk repairs around areas outside of FARGODOME. Currently, the sidewalk on the southeastern side of the FARGODOME leading to the main lobby is being targeted and in need of repair.

Utilizing City of Fargo Engineering Department's agreement with Rock Solid Concrete & Border States Paving (SR-26-A1), FARGODOME would like to proceed with the work to repair the areas identified on the following pages. This work includes cutting & removing the existing concrete – roughly 5,100 square feet, and replacing with 6" reinforced concrete in these areas. The cost estimate for this work to be completed through the Engineering department is just under \$82,000.

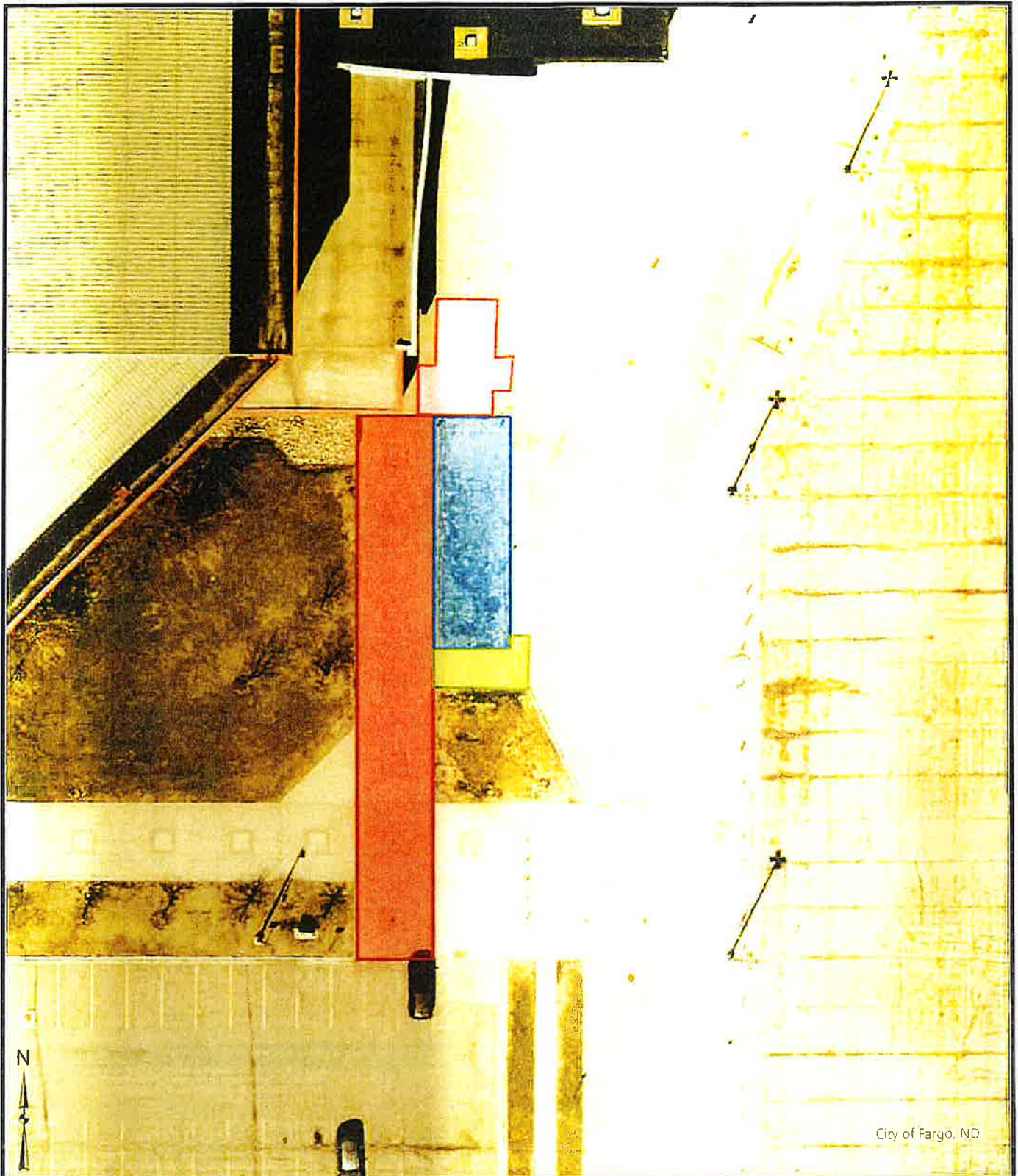
Suggested Motion:

Approve the recommendation for a 2026 FARGODOME capital budget adjustment of \$82,000 for sidewalk repair and replacement at FARGODOME funded out of the FARGODOME Permanent Fund

Thank you for your consideration of this matter

Respectfully Submitted,

Rob Sobolik
General Manager, FARGODOME



City of Fargo, ND

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.

FARGODOME SOUTHSIDE

1:564

8/19/2025 12:08 PM

This map is not a substitute for accurate field surveys or for locating actual property lines and any adjacent features



BUDGET ADJUSTMENT REQUEST

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

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

DEPARTMENT: FARGODOME
REQUESTED BY: Rob Sobolik **PROJECT NUMBER :** SR-26-A1
DATE PREPARED: 5/12/2026
DESCRIPTION OF REQUEST: Repair large area of driveway on the east side of the City Administration Building
NOTE: If relevant, please identify the appropriate fiscal year in the description

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

| EXPENSE ACCOUNT NUMBER: | CURRENT BUDGET | REQUESTED ADJUSTMENT | NEW BUDGET |
|-----------------------------------|----------------|----------------------|-------------|
| 570-7003-461.74-10 Capital Outlay | | \$ 82,000 | = \$ 82,000 |
| | | | = \$ - |
| | + | | = \$ - |
| | + | | = \$ - |
| | + | | = \$ - |
| | + | | = \$ - |
| TOTAL EXPENSE ADJUSTMENTS: | | \$ 82,000 | - |

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

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

FINANCE DEPT USE ONLY:

FAHR REVIEWED ON: _____
COMMISSION APPROVED ON: _____
ENTERED BY FINANCE: *Date:* _____
By: _____
BA# _____



**Report of Action:
FAHR Meeting of May 18, 2026**

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

Department: Finance/Fire

Description: See attached Memo. Finance prepared a budget adjustment and interfund loan agreement to record the land parcel purchase approved by City Commission on May 11 for a fire training facility funded by the Public Safety Sales Tax.

Net Financial Impact: \$0

At their meeting, FAHR endorsed this request.

Suggested Motion:

Approve an interfund loan agreement between Funds 226 and 227, along with the required budget adjustments to accommodate the purchase of the parcel of land.



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

TO: Board of Commissioners
FROM: Susan Thompson, Director of Finance
RE: Budget Adjustment Request
DATE: May 15, 2026

Finance requests a budget adjustment to account for the \$3.025M purchase of land for a Fire Department training facility, as approved by City Commission at the meeting on May 11 (Agenda C#15) . Additionally, we request approval of the attached interfund loan agreement governing the shift of public safety sales tax among related funds.

Following the sales tax allocations and related expenses as approved through the Public Safety Sales Tax Plan, Fund 227 (Facility Set-Aside) has accumulated \$1.055M to date. Additionally, Fund 226 has accumulated \$2.989M from intentional to-date underspend of sales tax revenue, which will eventually fund annual overspends estimated in later years. The purchase price of \$3.025 M will be transferred from Public Safety Sales Tax Funds 226/227 to Capital Projects Fund 475 for the purchase of the parcel. Future planned Facility Set-Asides to Fund 227 will be reduced, with funds retained within Fund 226, until the interfund loan from Fund 226 is repaid as per the attached agreement and schedule.

Suggested Motion:

Approve an interfund loan agreement between Funds 226 and 227, along with the required budget adjustments to accommodate the purchase of the parcel of land.

BUDGET ADJUSTMENT REQUEST

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

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

DEPARTMENT: Fire
 REQUESTED BY: Finance PROJECT NUMBER : _____
 DATE PREPARED: 5/15/2026

DESCRIPTION OF REQUEST: Budget adjustment to Finance Dept. for 5/11/2026 City Commission
 NOTE: if relevant, please identify the appropriate fiscal year in the description

| REVENUE ACCOUNT NUMBER: | CURRENT BUDGET | REQUESTED ADJUSTMENT | NEW BUDGET |
|--|----------------|----------------------|----------------|
| 475-0000-391.20-05 Transfer In from Spec Rev | | \$ 3,025,000 | = \$ 3,025,000 |
| | | | = \$ - |
| | | + | = \$ - |
| | | + | = \$ - |
| TOTAL REVENUE ADJUSTMENTS: | | \$ 3,025,000 | |

| EXPENSE ACCOUNT NUMBER: | CURRENT BUDGET | REQUESTED ADJUSTMENT | NEW BUDGET |
|---|----------------|----------------------|----------------|
| 226-9001-555.90-40 Transfer Out to Capital Fund | \$ - | \$ 2,000,000 | = \$ 2,000,000 |
| 227-9001-555.90-40 Transfer Out to Capital Fund | | \$ 1,025,000 | = \$ 1,025,000 |
| | | + | = \$ - |
| | | + | = \$ - |
| | | + | = \$ - |
| | | + | = \$ - |
| | | + | = \$ - |
| TOTAL EXPENSE ADJUSTMENTS: | | \$ 3,025,000 | |

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

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

FINANCE DEPT USE ONLY:

FAHR REVIEWED ON: _____

COMMISSION APPROVED ON: _____

ENTERED BY FINANCE: _____ Date: _____

By: _____

BA# _____



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

TO: Board of City Commission
FROM: Susan Thompson, Director of Finance
RE: Interfund Loan – Public Safety Sales Tax
DATE: May 15, 2026

To accommodate the purchase of land for the development of a Fire training facility, the City Commission approves an interfund loan of \$2 million between Fund 226 Public Safety Sales Tax (PSST) and Fund 227 Facility Set Aside.

Planned annual transfers from Fund 226 PSST to Fund 227 Facility Set Aside will be reduced by \$400,000 per year for five years until the \$2 million in interfund loan proceeds have been reinstated within Fund 226. As these two funds are related, loan activity will be non-interest bearing and repayments may be accelerated as cashflow allows.

The attached Public Safety Sales Tax schedule depicts the anticipated flow of funds.

Public Safety Sales Tax

Original Plan as Approved by Commission on 5/27/25

Approved by voters in Nov 2024. Tax went into effect on April 1st, 2025, with collections starting in July of 2025. The tax will expire on March 31, 2025.

| | Growth/Assumpt | 2025 | 2026 | 2027 | 2028 | 2029 | 2030 |
|---|----------------|--------------|----------------|--------------|--------------|--------------|--------------|
| REVENUE | | | | | | | |
| EST PSST REV - 2% growth | 2.00% | \$ 6,500,000 | \$ 8,670,000 | \$ 8,843,400 | \$ 9,020,268 | \$ 9,200,673 | \$ 9,304,687 |
| Set Aside for Capital Purchases (if growth is >= 2%) | | | | | | | |
| Net to be Distributed | | 6,500,000 | 8,670,000 | 8,843,400 | 9,020,268 | 9,200,673 | 9,384,687 |
| FIRE | | | | | | | |
| General Fund | | | | | | | |
| Personnel | | | | | | | |
| Pay Plan current yr - using JMC MRA Option 2 @ 3% 2025= 6mos; 2026 12 mos x 1.03 (JMC assume 50/50 split of who is stepped out/not) | | 542,790 | 1,145,286 | | | | |
| Pay Plan - Ongoing annual costs (JMC assume 50/50 split of who is stepped out and who is not) : 50% at 8% Incr; 50% at 3% Incr | 50/50 | | | 1,208,277 | 1,274,732 | 1,344,842 | 1,418,808 |
| New Personnel - ct yr cost - SEE SHEET (2025 @ 1/2 YEAR) | | 21,155 | 765,465 | 117,718 | | | |
| All PY "New Personnel" - SEE SHEET | | - | 51,692 | 754,070 | 924,671 | 998,644 | 1,078,536 |
| Total Personnel Expenses | | 563,945 | 1,962,443 | 2,080,064 | 2,199,402 | 2,343,486 | 2,497,344 |
| Existing Debt Service (approx 50% fire; adj at S7 payoff) - adj down to 20% Rev | | | | | | | |
| "Other ongoing operating expenses" | | | 246,000 | 240,000 | 233,880 | 227,638 | 183,770 |
| Total General Fund Transfer | | 563,945 | 2,208,443 | 2,320,064 | 2,433,282 | 2,571,124 | 2,681,114 |
| Capital Equipment Fund | | | | | | | |
| Support Capital 475 - avg fire exp at 50% - annual growth tied to sales tax growth (2%) | 2.00% | | 625,000 | 637,500 | 650,250 | 663,255 | 676,520 |
| FACILITIES - STATION ALERT UPGRADES | | 350,000 | | | | | |
| FACILITIES - FACILITIES MASTER PLAN | | 350,000 | | | | | |
| Total Capital Equipment Fund Transfer | | 600,000 | 625,000 | 637,500 | 650,250 | 663,255 | 676,520 |
| Public Safety Sales Tax Reserve Fund 227 | | | | | | | |
| Facility Reserve - future planning of stations or improvements | | | | | | | |
| | | 949,196 | 638,447 | 852,100 | 902,488 | 939,584 | 988,359 |
| Total Fire Expenses | | \$ 2,113,140 | \$ 3,471,890 | \$ 3,009,665 | \$ 3,986,021 | \$ 4,173,963 | \$ 4,345,993 |
| * Accumulated PSST Fund 227 | | | | | | | |
| Annual Allocation | | \$ 949,196 | \$ 638,447 | \$ 637,500 | \$ 650,250 | \$ 663,255 | \$ 676,520 |
| Cash Out for Training Facility | | \$ - | \$ (1,000,000) | | | | |
| Cash Out to PSST 225 for repayment | | \$ - | \$ (400,000) | \$ (400,000) | \$ (400,000) | \$ (400,000) | \$ (400,000) |
| Annual Net | | \$ 949,196 | \$ (761,553) | \$ 237,500 | \$ 250,250 | \$ 263,255 | \$ 276,520 |
| Net Accumulated Fund 227 | | \$ 949,196 | \$ 187,643 | \$ 425,143 | \$ 675,393 | \$ 938,648 | \$ 1,215,166 |
| POLICE | | | | | | | |
| General Fund | | | | | | | |
| Personnel | | | | | | | |
| Pay Plan current yr - using JMC MRA Option 2 @ 3% 2025= 6mos; 2026 12 mos x 1.03 | | 603,992 | 1,274,423 | | | | |
| Pay Plan - Ongoing annual costs (JMC assume 50/50 split of who is stepped out and who is not) | 50/50 | | | 1,357,261 | 1,445,483 | 1,539,439 | 1,639,502 |
| New Personnel - ct yr cost - SEE SHEET (2025 @ 1/2 YEAR) | | 40,619 | 1,001,914 | 86,773 | | | |
| All PY "New Personnel" - SEE SHEET | | - | 72,443 | 999,731 | 1,156,564 | 1,249,090 | 1,349,017 |
| Total Personnel Expenses | | 644,611 | 2,348,780 | 2,443,765 | 2,602,047 | 2,788,528 | 2,988,519 |
| Existing Debt Service (approx 50% police) - adj down for to 20% Rev | | | | | | | |
| "Other ongoing operating expense" | | | 246,000 | 240,000 | 233,880 | 227,638 | 183,770 |
| Axon One - AI subscription | | 250,000 | 200,000 | 200,000 | 200,000 | 200,000 | 200,000 |
| Axon - Body Worn Cameras (2026 = \$4M; 5 yr w/ 25% increase at renewal) | | | 800,000 | 800,000 | 800,000 | 800,000 | 800,000 |
| Flock - Petrifine System flat rate | | 141,500 | 141,500 | 141,500 | 141,500 | 141,500 | 141,500 |
| Total General Fund Transfer | | 1,036,111 | 3,736,280 | 3,825,265 | 3,977,427 | 4,157,666 | 4,313,789 |
| Capital Equipment Fund | | | | | | | |
| Support Capital 475 - avg pd exp at 50% - annual growth tied to sales tax growth (2%) | 2.00% | | 675,000 | 892,500 | 910,350 | 928,557 | 947,128 |
| Gas Masks | | | | 25,000 | | | 30,000 |
| MVB (Barriers) = assume 3%/yr increase | | 372,416 | | 197,548 | | | |
| Various small \$ 550,000 | | 50,000 | | | | | |
| Vehicles for new Officers - 1 vehicle per 3 new officers. Ongoing expense: new vehicle rotation (4 years) - first | | | 262,650 | | | | 295,615 |
| Total Capital Equipment Fund Transfer | | 422,416 | 1,137,650 | 1,115,048 | 910,350 | 928,557 | 1,272,743 |
| Public Safety Sales Tax Reserve Fund | | | | | | | |
| Facilities - no specific projects | | | | | | | |
| | | 1,458,527 | 4,873,930 | 4,940,313 | 4,087,777 | 5,086,223 | 5,586,532 |
| Total Police Expenses | | \$ 1,458,527 | \$ 4,873,930 | \$ 4,940,313 | \$ 4,087,777 | \$ 5,086,223 | \$ 5,586,532 |
| ANNUAL EXPENSE | | \$ 3,571,667 | \$ 8,345,820 | \$ 8,749,978 | \$ 8,873,798 | \$ 9,260,167 | \$ 9,932,525 |
| REVENUE OVER/UNDER EXPENSE | | \$ 2,928,333 | \$ 324,180 | \$ 93,422 | \$ 146,470 | \$ (59,513) | \$ (547,930) |
| Annual Fund Activity Activity | | \$ 2,928,333 | \$ 324,180 | \$ 93,422 | \$ 146,470 | \$ (59,513) | \$ (547,930) |
| Interfund Loan to 227 | | | (2,000,000) | | | | |
| Repayment from Fund 227 to Fund 226 | | | 400,000 | 400,000 | 400,000 | 400,000 | 400,000 |
| Net Balance - Fund 226 | | \$ 2,928,333 | \$ (1,275,820) | \$ 493,422 | \$ 546,470 | \$ 340,487 | \$ (147,930) |
| | | \$ 2,928,333 | \$ 1,652,513 | \$ 2,145,935 | \$ 2,692,406 | \$ 3,032,892 | \$ 2,885,054 |

BUDGET ADJUSTMENT REQUEST

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

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

DEPARTMENT: Fire

REQUESTED BY: Finance PROJECT NUMBER : _____

DATE PREPARED: 5/15/2026

DESCRIPTION OF REQUEST: Budget adjustment to facilitate purchase of land for Fire Training facility, as approved by 5/11/2026 City Commission

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

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

| EXPENSE ACCOUNT NUMBER: | CURRENT BUDGET | REQUESTED ADJUSTMENT | NEW BUDGET |
|----------------------------------|----------------|----------------------|----------------|
| 475-4010-5100.71-10 Land Expense | | + \$ 3,025,000 | = \$ 3,025,000 |
| | | | |
| | | | |
| | + | | = \$ - |
| | + | | = \$ - |
| | + | | = \$ - |
| TOTAL EXPENSE ADJUSTMENTS: | | \$ 3,025,000 | |

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

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

FINANCE DEPT USE ONLY:

FAHR REVIEWED ON: _____

COMMISSION APPROVED ON: _____

ENTERED BY FINANCE: Date: _____

By: _____

BA# _____

116

| City of Fargo Staff Report | | | |
|---|--|--|------------------------------------|
| Title: | Selkirk Place Fifth Addition | Date: | 3/31/2026 5/21/2026 |
| Location: | 6648 Selkirk Drive South | Staff Contact: | Donald Kress, planning coordinator |
| Legal Description: | Lot 11, Block 1, Selkirk Place First Addition | | |
| Owner(s)/Applicant: | Rose Creek Development Corporation / Neset Land Surveys | Engineer: | Neset Land Surveys |
| Entitlements Requested: | Minor Subdivision (Plat of Selkirk Place Fifth Addition , a replat Lot 11, Block 1, Selkirk Place First Addition, to the City of Fargo, Cass County, North Dakota) | | |
| Status: | City Commission Consent Agenda: May 26 th , 2026 | | |
| Existing | | Proposed | |
| Land Use: Platted; not developed | | Land Use: Single-Dwelling Residential | |
| Zoning: SR-2, Single-Dwelling Residential | | Zoning: No change | |
| Uses Allowed: Detached houses, daycare centers up to 12 children, parks and open space, religious institutions, safety services, schools, and basic utilities | | Uses Allowed: No change | |
| Maximum Density: 5.4 dwelling units per acre | | Maximum Density: No change | |
| Proposal: | | | |
| <p>The applicant requests one entitlement:</p> <ol style="list-style-type: none"> 1. A minor subdivision, entitled Selkirk Place Fifth Addition, a replat Lot 11, Block 1, Selkirk Place First Addition, to the City of Fargo, Cass County, North Dakota <p>This project was reviewed by the City's Planning and Development, Engineering, Public Works, and Fire Departments ("staff"), whose comments are included in this report.</p> <p>Surrounding Land Uses and Zoning Districts:</p> <ul style="list-style-type: none"> • North: SR-2, detached single-dwelling residential uses • East: P/I, Public/Institutional, City-owned stormwater detention basin • South: SR-4, Single-Dwelling Residential; detached single-dwelling residential uses • West: SR-5-Single-Dwelling Residential; attached single dwelling residential (not yet built) <p><i>NOTE: Selkirk Place First Addition is a developing subdivision; not all lots are developed at this time.</i></p> | | | |
| Area Plans: | | | |
| Fargo Growth Plan 2024 designates the subject property as the "Urban Neighborhood" place type. The current zoning is SR-2, Single-Dwelling Residential is consistent with the Growth Plan place type designation. No zone change or land use plan amendment is proposed with this project. | | | |
| Context: | | | |
| <p>Schools: The subject property is located within the Fargo School District, specifically within the Centennial Elementary, Discovery Middle and Davies High schools.</p> <p>Parks: Prairie Farms Park, 5400 31st Street South, is located approximately 0.20 miles north of the subject property and provides amenities of basketball court, grill, picnic tables, and a shelter. This park is adjacent to a shared use path. Parks are being developed along County Drain 53, approximately 0.03 mile from the subject property, as part of Selkirk Place Third and Fourth Additions.</p> | | | |

| |
|--|
| <p>Pedestrian / Bicycle: There are off-road shared use paths along both sides of 64th Avenue South, approximately 350 feet north of the subject property, and along the south side of 67th Avenue South, across 67th Avenue from the subject property. These paths are part of the metro area trail system.</p> <p>Neighborhood: The subject property is included in the Davies Neighborhood.</p> <p>MATBUS Route: The subject property is not along a MATBus route.</p> |
| <p>Staff Analysis:</p> <p><u>MINOR SUBDIVISION</u> The plat will replat one lot into five lots for single-dwelling residential development. Each lot meets the minimum dimensional standards for SR-2 zoned lots. No updated amenities plan or developer agreement is required.</p> <p><u>PROPERTY HISTORY</u> Lot 11, Block 1 was created in the Selkirk Place First Addition (2019) as a 2.11 acre lot that would be further subdivided into smaller lots in the future. This lot was zoned SR-2, Single-Dwelling Residential, and the lots resulting from this subdivision will retain the SR-2 zoning. The five proposed lots range in area from 0.36 to 0.46 acres, with lot widths along the property frontage of approximately 96 to 102 feet.</p> <p>Minor Subdivision The LDC stipulates that the following criteria are met before a minor plat can be approved:</p> <ol style="list-style-type: none"> 1. Section 20-0907.B.3 of the LDC stipulates that the Planning Commission recommend approval or denial of the application, based on whether it complies with the adopted Area Plan, the standards of Article 20-06 and all other applicable requirements of the Land Development Code. Section 20-0907.B.4 of the LDC further stipulates that a Minor Subdivision Plat shall not be approved unless it is located in a zoning district that allows the proposed development and complies with the adopted Area Plan, the standards of Article 20-06 and all other applicable requirements of the Land Development Code. The current zoning is SR-2, Single-Dwelling Residential. No zone change is proposed. This zoning is consistent with the "Urban Neighborhood" place type of the Fargo Growth Plan 2024. In accordance with Section 20-0901.F of the LDC, notices of the proposed plat have been sent out to property owners within 300 feet of the subject property. To date, Planning staff has received and responded to one inquiry from a neighbor. The project has been reviewed by the city's Planning, Engineering, Public Works, Inspections, and Fire Departments. (Criteria Satisfied) 2. Section 20-0907.C.4.f of the LDC stipulates that in taking action on a Final Plat, the Board of City Commissioners shall specify the terms for securing installation of public improvements to serve the subdivision. While this section of the LDC specifically addresses only major subdivision plats, staff believes it is important to note that any improvements associated with the project (both existing and proposed) are subject to special assessments. Special assessments associated with the costs of the public infrastructure improvements are proposed to be spread by the front footage basis and storm sewer by the square footage basis as is typical with the City of Fargo assessment principles. Staff has determined that an amenities plan is not required. (Criteria Satisfied) |
| <p>Staff Recommendation:</p> <p>Suggested Motion: "To accept the findings and recommendations of the Planning Commission and staff and move to approve the proposed Selkirk Place Fifth Addition, as presented, as the proposal complies with the Fargo Growth Plan 2024, Standards of Article 20-06, Section 20-0907.B. and C of the LDC, and all other applicable requirements of the LDC."</p> |
| <p>Planning Commission Recommendation: April 7th, 2026</p> <p>At the April 7th, 2026, Planning Commission hearing, that Commission, by a vote of 7-0 with four Commissioners absent, moved to accept the findings and recommendations of staff and recommended approval to the City Commission of the proposed Selkirk Place Fifth Addition, as presented, as the proposal complies with the Fargo Growth Plan 2024, Standards of Article 20-06, Section 20-0907.B. and C of the LDC, and all other applicable requirements of the LDC."</p> |

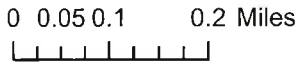
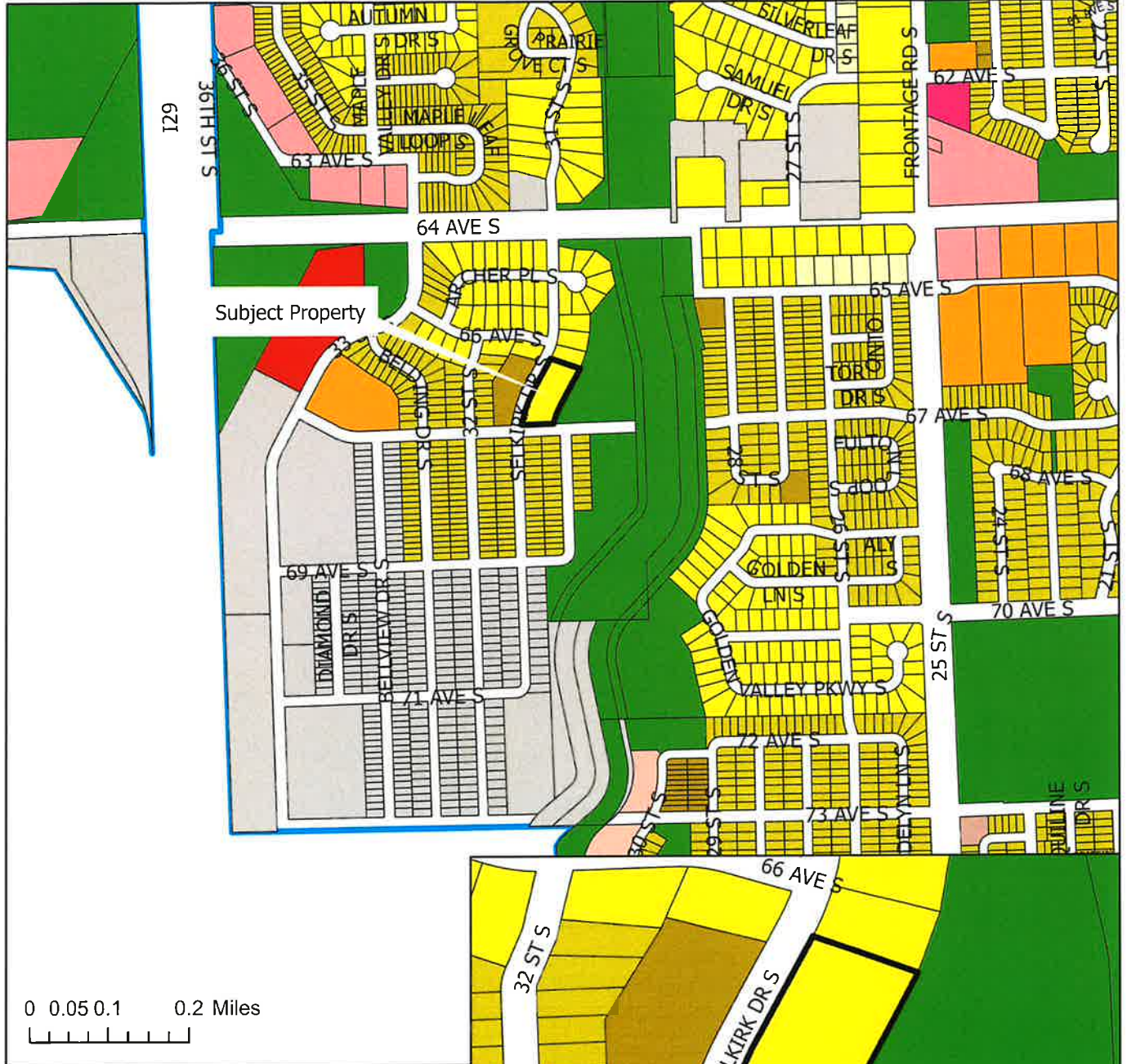
Attachments:

1. Zoning map
2. Location map
3. Preliminary plat

Minor Subdivision

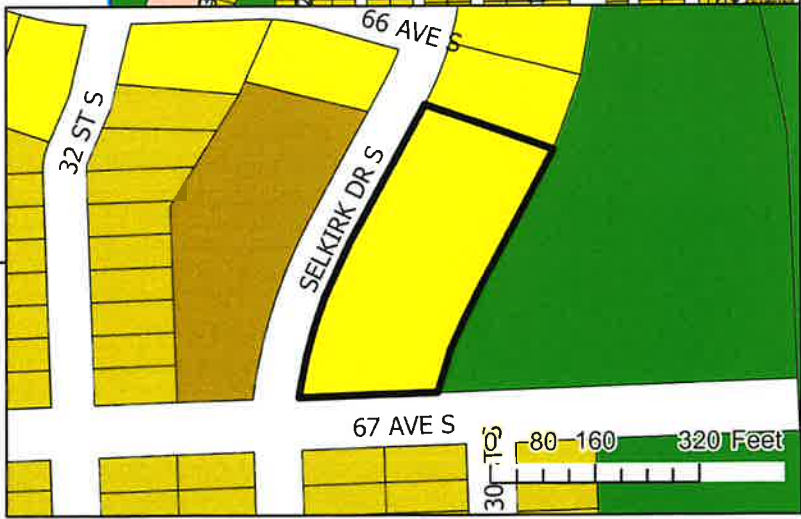
Selkirk Place Fifth Addition

6648 Selkirk Drive South



Legend

| | | | |
|-----|------|------------|------|
| AG | LC | MR-3 | SR-3 |
| DMU | LI | NC | SR-4 |
| GC | MHP | NO | SR-5 |
| GI | MR-1 | P/I | UMU |
| GO | SR-2 | City Limit | |



Minor Subdivision

Selkirk Place Fifth Addition

6648 Selkirk Drive South



Legend
City Limit



Fargo Planning Commission
April 7, 2026

SELKIRK PLACE FIFTH ADDITION

A REPLAT OF LOT 11, BLOCK 1, OF SELKIRK PLACE FIRST ADDITION TO THE CITY OF FARGO, COUNTY OF CASS, STATE OF NORTH DAKOTA

OWNER'S CERTIFICATE

KNOW ALL MEN BY THESE PRESENTS, THAT ROSE OREX DEVELOPMENT CORPORATION, IS THE OWNER OF LOT 11, BLOCK 1, IN SELKIRK PLACE FIRST ADDITION, TO THE CITY OF FARGO, COUNTY OF CASS, STATE OF NORTH DAKOTA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

LOT 11, INCLUDING IN BLOCK 1 OF SELKIRK PLACE FIRST ADDITION, TO THE CITY OF FARGO, COUNTY OF CASS, STATE OF NORTH DAKOTA, AND CONTAINS 0.1969 SQ. FT. OR 2.11 ACRES, MORE OR LESS, TOGETHER WITH EXAMINATIONS AND RIGHTS OF WAY OF RECORD.

SAID OWNER HAS CAUSED THE ABOVE DESCRIBED TRACT OF LAND SHOWN ON THIS PLAN TO BE SURVEYED AND PLATTED AS SHOWN ON THIS PLAN, AND HAS CAUSED THE SAME TO BE RECORDED IN THE PUBLIC RECORDS OF THE COUNTY OF CASS, STATE OF NORTH DAKOTA, AS FOLLOWS:

ON THIS 14TH DAY OF MAY, 2020, BEFORE ME, A NOTARY PUBLIC WITHIN AND FOR SAID COUNTY AND STATE, PERSONALLY APPEARED ROSE OREX DEVELOPMENT CORPORATION, TO ME KNOWN TO BE THE PERSON DESCRIBED IN AND WHO EXECUTED THE FOREGOING INSTRUMENT AND ACKNOWLEDGED THAT THEY EXECUTED SAME AS THEIR ACT AND DEED.

NOTARY PUBLIC COUNTY CASS STATE ND
 MY COMMISSION EXPIRES 08/18/2029

SURVYOR'S CERTIFICATE

I, ROSE OREX DEVELOPMENT CORPORATION, HAVE CAUSED THE SURVEY OF THE LAND SHOWN ON THIS PLAN TO BE SURVEYED AND PLATTED AS SHOWN ON THIS PLAN, AND HAS CAUSED THE SAME TO BE RECORDED IN THE PUBLIC RECORDS OF THE COUNTY OF CASS, STATE OF NORTH DAKOTA, AS FOLLOWS:

ON THIS 14TH DAY OF MAY, 2020, BEFORE ME, A NOTARY PUBLIC WITHIN AND FOR SAID COUNTY AND STATE, PERSONALLY APPEARED ROSE OREX DEVELOPMENT CORPORATION, TO ME KNOWN TO BE THE PERSON DESCRIBED IN AND WHO EXECUTED THE FOREGOING INSTRUMENT AND ACKNOWLEDGED THAT THEY EXECUTED SAME AS THEIR ACT AND DEED.

NOTARY PUBLIC COUNTY CASS STATE ND
 MY COMMISSION EXPIRES 08/18/2029

CITY ENGINEER'S APPROVAL

THIS PLAN IN THE CITY OF FARGO IS HEREBY APPROVED THIS 14TH DAY OF MAY, 2020.

TOM ENKENSURS, P.E., CITY ENGINEER
 STATE OF ND
 COUNTY OF CASS

ON THIS 14TH DAY OF MAY, 2020, BEFORE ME, A NOTARY PUBLIC WITHIN AND FOR SAID COUNTY AND STATE, PERSONALLY APPEARED TOM ENKENSURS, TO ME KNOWN TO BE THE PERSON DESCRIBED IN AND WHO EXECUTED THE FOREGOING INSTRUMENT AND ACKNOWLEDGED THAT THEY EXECUTED SAME AS THEIR ACT AND DEED.

NOTARY PUBLIC COUNTY CASS STATE ND
 MY COMMISSION EXPIRES 08/18/2029

SURVEY INFORMATION

BLDG OF RECORD: CITY OF FARGO RECORDS
 COUNTY OF CASS, STATE OF NORTH DAKOTA
 DATE OF SURVEY: MAY 2020
 VERTICAL DATUM: NAUTIC

NOTES

- PROPERTY IS SHOWN IN ZONE AE (100' VEGETATION) AND ZONE AE (100' VEGETATION) AND ZONE AE (100' VEGETATION) AND ZONE AE (100' VEGETATION).
- NEGATIVE ACCESS EASEMENT AS NOTED ON THIS PLAN IS A NEGATIVE ACCESS EASEMENT BENEFITING THE SAME AS SHOWN ON THIS PLAN. THE NEGATIVE ACCESS EASEMENT IS NOT A STRIP OF LAND OF ANY CERTAIN WIDTH OR LOCATION. THE NEGATIVE ACCESS EASEMENT IS THE ADJACENT LOTS.
- CONTIGUOUS SHOWN AS PER FIELD VISIT MAY 2020.



CITY COMMISSION APPROVAL
 THIS PLAN IN THE CITY OF FARGO IS HEREBY APPROVED THIS 14TH DAY OF MAY, 2020.

TIMOTHY T. MURPHY, MAYOR
 ANGE BEAL, CITY AUDITOR ON BEHALF OF CITY AUDITOR

STATE OF NORTH DAKOTA
 COUNTY OF CASS
 CITY OF FARGO

CITY PLANNING COMMISSION APPROVAL
 APPROVED BY THE CITY OF FARGO PLANNING COMMISSION THIS 14TH DAY OF MAY, 2020.

KARLINA W. TACK, CHAIR
 FARGO PLANNING COMMISSION

STATE OF ND
 COUNTY OF CASS

NOTARY PUBLIC COUNTY CASS STATE ND
 MY COMMISSION EXPIRES 08/18/2029

NOTARY PUBLIC COUNTY CASS STATE ND
 MY COMMISSION EXPIRES 08/18/2029

LEGEND
 1. 10' UTILITY EASEMENT
 2. 10' UTILITY EASEMENT
 3. 10' UTILITY EASEMENT
 4. 10' UTILITY EASEMENT
 5. 10' UTILITY EASEMENT
 6. 10' UTILITY EASEMENT
 7. 10' UTILITY EASEMENT
 8. 10' UTILITY EASEMENT
 9. 10' UTILITY EASEMENT
 10. 10' UTILITY EASEMENT

FOR RECORDING PURPOSES ONLY

(17)

| City of Fargo Staff Report | | | |
|---------------------------------------|--|--------------------------|------------------------|
| Title: | Bowers Second Addition | Date: Update: | 2/24/2026 5/21/2026 |
| Location: | 725 17 th Street North | Staff Contact: | Luke Morman, Planner |
| Legal Description: | A portion of Block 3, Bowers Addition and a part of Auditor's Lot 6 in the Northeast Quarter of Section 1, Township 139 North, Range 49 West, of the Fifth Principal Meridian | | |
| Owner(s)/Applicant: | Kota Investments, LLC / Lowry Engineering | Engineer: | Lowry Engineering |
| Entitlements Requested: | Minor Subdivision (Replat of a portion of Block 3, Bowers Addition and a part of Auditor's Lot 6 in the Northeast Quarter of Section 1, Township 139 North, Range 49 West, of the Fifth Principal Meridian to the City of Fargo, Cass County, North Dakota) | | |
| Status: | City Commission Consent Agenda: May 26 th , 2026 | | |

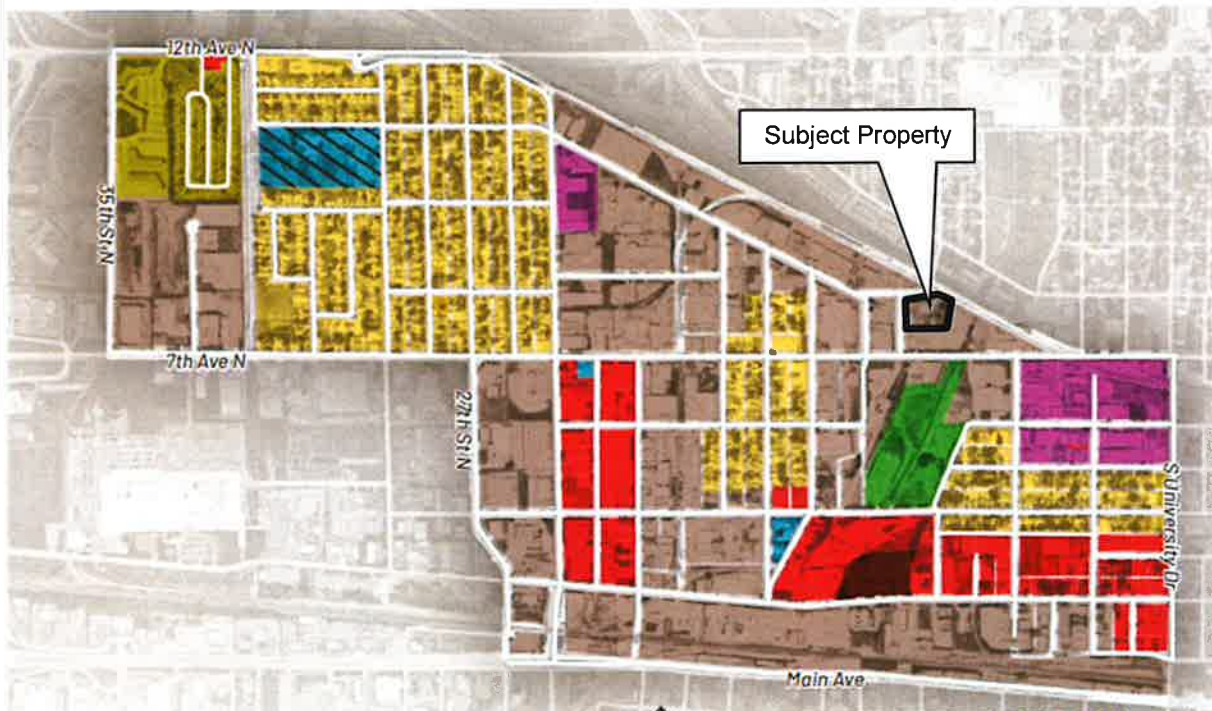
| Existing | Proposed |
|--|---|
| Land Use: Industrial service | Land Use: Industrial service and undeveloped |
| Zoning: LI, Limited Industrial | Zoning: No change |
| Uses Allowed: Allows colleges, community service, daycare centers of unlimited size, detention facilities, health care facilities, parks and open areas, religious institutions, safety services, basic utilities, adult establishments, office, off-premise advertising signs, commercial parking, outdoor recreation and entertainment, retail sales and service, self-service storage, vehicle repair, limited vehicle service, industrial service, manufacturing and production, warehouse and freight movement, wholesale sales, aviation, surface transportation, and certain telecommunication facilities. | Uses Allowed: No change |
| Maximum Building Coverage Allowed: 85% | Maximum Lot Coverage Allowed: No change |

| Proposal: |
|---|
| <p>The applicant requests approval of one entitlement:</p> <ol style="list-style-type: none"> 1. A minor subdivision to be known as Bowers Second Addition, a replat of a portion of Block 3, Bowers Addition and a part of Auditor's Lot 6 in the Northeast Quarter of Section 1, Township 139 North, Range 49 West, of the Fifth Principal Meridian to the City of Fargo, Cass County, North Dakota <p>This project was reviewed by the City's Planning and Development, Engineering, Public Works, and Fire Departments ("staff"), whose comments are included in this report.</p> <p>Surrounding Land Uses and Zoning Districts:</p> <ul style="list-style-type: none"> • North: Across 8th Avenue North LI, Limited Industrial; undeveloped and BNSF railroad • East/South: LI, Limited Industrial; City of Fargo impound lot • West: Across 17th Street North LI, Limited Industrial; warehouse and office. |









Area Plans:

The Fargo Growth Plan 2024 designates the area of the subject property as “Transitional (or Flex) Industrial/Commercial” place type. The proposed development is consistent with this land use designation.

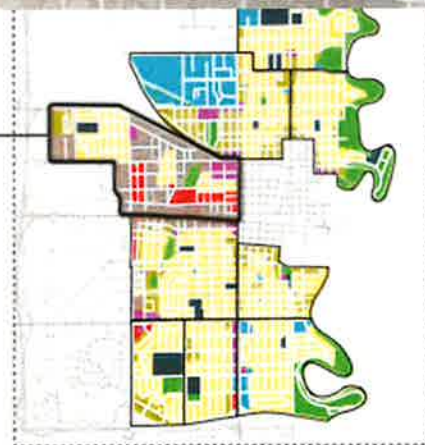
The subject property is located within the 2021 Core Neighborhoods Master Plan. This plan designates the subject property as “Industrial/Warehousing” uses. The existing LI, Limited Industrial, zoning and industrial service use are consistent with this land use designation.



FUTURE LAND USE MAP

- | | |
|---|---|
|  Single-Family Residential |  Industrial/Warehousing |
|  Multi-Family Residential |  Park, Open Space and Trails |
|  Institutional |  Commercial |
|  Schools with recreational amenities |  Mixed Use Neighborhood Commercial |

For full descriptions of these land use categories, see page 45 of the Core Neighborhoods Master Plan



Context:

Schools: The subject property is located within the Fargo School District and is served by Horace Mann/Roosevelt Elementary, Ben Franklin Middle, and North High schools.

Neighborhood: The subject property is located within the Madison/Unicorn Park neighborhood.

Parks: Cannon Park, located at 351 21st Street North, provides amenities of picnic tables, a playground for ages 2-5, and a shelter. Unicorn Park, located at 1603 3rd Avenue North, provides amenities of basketball courts, grills, picnic tables, a playground for ages 5-12, recreational trails, and warming houses. Johnson Soccer Complex, located at 420 11th Avenue North, provides amenities of picnic tables, a playground for ages 2-5, restrooms, a shelter, soccer fields, and warming houses. All parks are approximately within a quarter of a mile from the subject property.

Pedestrian / Bicycle: Off-road shared-use paths are located within Unicorn Park and the Johnson Soccer Complex which are within a quarter of a mile of the subject property. Both paths are components of the metro area bikeways system.

MATBUS Route: MATBUS Route 17 runs along 20th Street North and 7th Avenue North with stops within a quarter of a mile of the subject property.

Staff Analysis:

The proposed plat will split one lot into a two-lot minor subdivision entitled Bowers Second Addition.

Easements

A Negative Access Easement was added on the north/northeast property line by the transition from 8th Avenue North to 16th Street North. A Shared Access and Utility Easement will allow for both lots to share the driveway off of 17th Street North. Off of that easement is a Memorandum of Lease and Ingress/Egress Easement for an existing Telecommunication Support Structure (TSS). A Storm Sewer and Drainage Easement is proposed along the east property lines to connect to the existing City storm sewer to the northeast of the proposed Lot 1.

Staff has coordinated with the applicant to create an Amenities Plan discussing stormwater management.

Minor Subdivision

The LDC stipulates that the following criteria are met before a minor subdivision can be approved:

- 1. Section 20-0907.B.3 of the LDC stipulates that the Planning Commission recommend approval or denial of the application, based on whether it complies with the adopted Area Plan, the standards of Article 20-06 and all other applicable requirements of the Land Development Code. Section 20-0907.B.4 of the LDC further stipulates that a Minor Subdivision Plat shall not be approved unless it is located in a zoning district that allows the proposed development and complies with the adopted Area Plan, the standards of Article 20-06 and all other applicable requirements of the Land Development Code.**

The current zoning is LI, Limited Industrial, and no zone change is proposed. This zoning is consistent with the "Transitional (or Flex) Industrial/Commercial" place type of the Fargo Growth Plan 2024 and the "Industrial/Warehousing" uses in the Core Neighborhoods Master Plan. In accordance with Section 20-0901.F of the LDC, notices of the proposed plat have been sent out to property owners within 300 feet of the subject property. To date, Planning staff has received no inquiries about the project. The project has been reviewed by the city's Planning, Engineering, Public Works, Inspections, and Fire Departments. These departments have found that the plat meets the standards of Article 20-06 and other applicable requirements of the Land Development Code.

(Criteria Satisfied)

- 2. Section 20-0907.C.4.f of the LDC stipulates that in taking action on a Final Plat, the Board of City Commissioners shall specify the terms for securing installation of public improvements to serve the subdivision.**

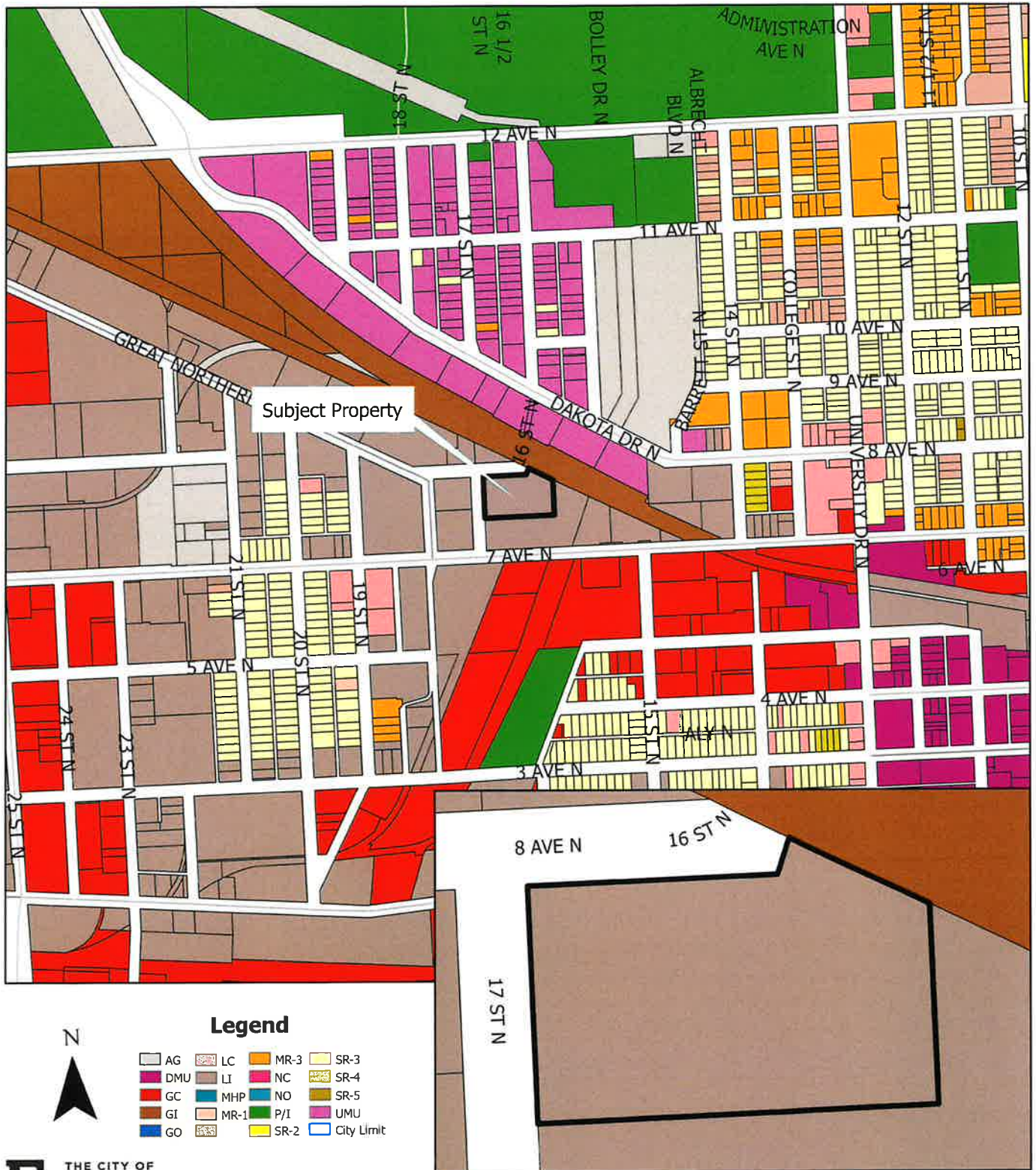
While this section of the LDC specifically addresses only major subdivision plats, staff believes it is important to note that any improvements associated with the project (both existing and proposed) are subject to special assessments. Special assessments associated with the costs of

| |
|--|
| <p>the public infrastructure improvements are proposed to be spread by the front footage basis and storm sewer by the square footage basis as is typical with the City of Fargo assessment principles. (Criteria Satisfied)</p> |
| <p>Staff Recommendation:</p> |
| <p>Suggested Motion: "To accept the findings and recommendations of the Planning Commission and staff and move to approve the proposed plat of the Bowers Second Addition, as outlined within the staff report, as the proposal complies with the Fargo Growth Plan 2024, Core Neighborhoods Master Plan, the standards of Article 20-06, Section 20-0907.B and C, and all other applicable requirements of the Land Development Code."</p> |
| <p>Planning Commission Recommendation: March 3rd, 2026</p> |
| <p>At the March 3rd, 2026 Planning Commission, that Commission, by a vote of 10-0 with one Commissioner absent, moved to accept the findings and recommendations of staff and recommended approval to the City Commission of the proposed plat of the Bowers Second Addition, as outlined within the staff report, as the proposal complies a with the Fargo Growth Plan 2024, the standards of Article 20-06, Section 20-0907.B and C, and all other applicable requirements of the Land Development Code.</p> |
| <p>Attachments:</p> |
| <ol style="list-style-type: none">1. Zoning Map2. Location Map3. Preliminary Plat |

Minor Subdivision

Bowers Second Addition

725 17th Street North



Legend



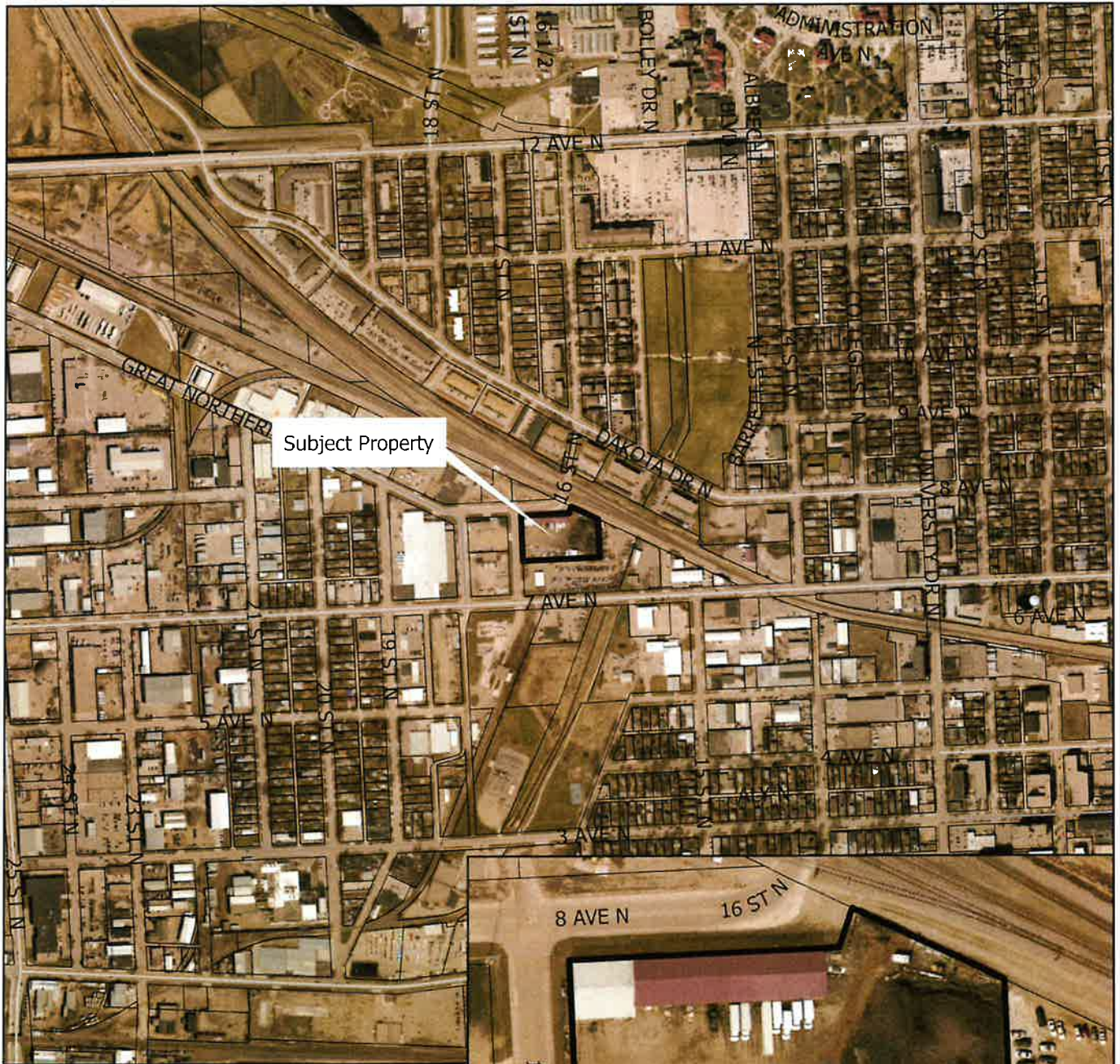
| | | | |
|-----|------|------|------------|
| AG | LC | MR-3 | SR-3 |
| DMU | LI | NC | SR-4 |
| GC | MHP | NO | SR-5 |
| GI | MR-1 | P/I | UMU |
| GO | | SR-2 | City Limit |



Minor Subdivision

Bowers Second Addition

725 17th Street North



Legend

 City Limit



Fargo Planning Commission
March 3, 2026

18

| City of Fargo Staff Report | | | |
|---------------------------------------|--|-----------------------|---------------------------|
| Title: | Simonson Companies Fifth Addition | Date: | 03-31-2026 |
| | | Update: | 05-21-2026 |
| Location: | 5237 38 Street South | Staff Contact: | Chelsea Levorsen, Planner |
| Legal Description: | Lot 2, Block 1, Simonson Companies Fourth Addition | | |
| Owner(s)/Applicant: | Simonson Companies, LLC | Engineer: | Lowry Engineering, Inc. |
| Entitlements Requested: | Minor Subdivision (replat of Lot 2, Block 1 Simonson Companies Fourth Addition) | | |
| Status: | City Commission Consent Agenda: May 26, 2026 | | |

| Existing | Proposed |
|---|--|
| Land Use: Undeveloped | Land Use: No Change / Future Commercial |
| Zoning: LC, Limited Commercial with a CO, Conditional Overlay | Zoning: No Change |
| Uses Allowed: Allows colleges, community service, daycare centers of unlimited size, health care facilities, parks and open areas, religious institutions, safety services, basic utilities, offices, off-premise advertising , commercial parking, retail sales and service, self-storage, vehicle repair , limited vehicle service, and certain telecommunication facilities. Conditional Overlay No. 5370 prohibits certain uses as indicated above, and provides design and pedestrian connectivity standards. | Uses Allowed: No Change |
| Maximum Lot Coverage Allowed: Maximum 55% building coverage | Maximum Lot Coverage Allowed: No Change |

| Proposal: |
|--|
| <p>The applicant requests one entitlement:</p> <ol style="list-style-type: none"> 1. A minor subdivision, to be known as Simonson Companies Fifth Addition, a replat of Lot 2, Block 1, Simonson Companies Fourth Addition to the City of Fargo, Cass County, North Dakota <p>The subject property is located at 5237 38 Street South, and encompasses approximately 2.08 acres. This project was reviewed by the City's Planning and Development, Engineering, Public Works, and Fire Departments ("staff"), whose comments are included in this report.</p> <p>Surrounding Land Uses and Zoning Districts:</p> <ul style="list-style-type: none"> • North: 52 Avenue South / Town & Country Credit Union, with zoning of GC, General Commercial with C-O • East: 38 Street South / Starbucks with zoning of LC, Limited Commercial with C-O • South: Undeveloped, with zoning of LC, Limited Commercial with C-O • West: Undeveloped, with zoning of LC, Limited Commercial with C-O |

| |
|---|
| <p>Area Plans:</p> <p>Fargo’s Growth Plan 2024 was adopted on August 19th, 2024. The property is located within the Mixed Commercial, Office, and Residential place type. Primary uses include commercial, retail, distribution, cultural, government, civic, light manufacturing, and multi-family residential housing. This project is consistent with the future land use designation for this property.</p> |
| <p>Context:</p> <p>Neighborhood: The District</p> <p>Schools: The subject property is located within the Fargo School District, specifically within the Kennedy Elementary, Discovery Middle, and Davies High Schools.</p> <p>Parks: The Pines Park, located at 5371 42 Avenue South, is within a quarter mile to the southwest of the property. Park Amenities include a basketball court, grills, picnic tables, two playgrounds, recreational trails, and a shelter.</p> <p>Pedestrian / Bicycle: Shared-use paths border the subject property on 52nd Avenue South, 38th Street South, and 53rd Avenue South. These shared-use paths connect directly to The Pines Park and the metro area path system.</p> <p>Transit: MATBUS Route 18 runs along 38th Street South on the east side of the subject property, and has a stop at Walmart, approximately 0.20 miles east of the subject property. Walmart connects to the downtown GTC, Ground Transportation Center by way of 40th avenue South, 42nd Street South, 25th Street South, and University Drive.</p> |
| <p>Staff Analysis:</p> <p>Minor Subdivision:</p> <p>The subdivision plat vacates a 20’ utility easement and creates a new 10’ utility easement. The re-routing of the utilities will allow for the proposed development of a gas station. The property lines are not changing.</p> <p>Zoning and C-O, Conditional Overlay:</p> <p>The property is zoned LC, Limited Commercial with a C-O, Conditional Overlay Ordinance No. 5370, which prohibits certain uses and provides design and pedestrian connectivity standards. This Conditional Overlay was created with Simonson Companies Second Addition and it will carry through with this subdivision. No zone changes or modification to the C-O is proposed.</p> <p>Access & Amenities:</p> <p>Access to the lots is provided by access easements which connect to 38th Street South and 53rd Avenue South. These easements were created with the Simonson Companies Second Addition Plat in 2020. There is no direct access to 52nd Avenue South.</p> <p>Staff will update the amenities plan to specify developer considerations related to public improvements and storm water.</p> |

The LDC stipulates that the following criteria is met before a minor plat can be approved:

1. **Section 20-0907.B.3 of the LDC stipulates that the Planning Commission recommend approval or denial of the application, based on whether it complies with the adopted Area Plan, the standards of Article 20-06 and all other applicable requirements of the Land Development Code. Section 20-0907.B.4 of the LDC further stipulates that a Minor Subdivision Plat shall not be approved unless it is located in a zoning district that allows the proposed development and complies with the adopted Area Plan, the standards of Article 20-06 and all other applicable requirements of the Land Development Code.**

The current zoning for the property is LC, Limited Commercial with C-O, Conditional Overlay. No zone change or C-O modification is proposed. This zoning is consistent with the 2024 Fargo Growth Plan and the property is within the Mixed Commercial, Office, and Residential place type. The current LC zoning is consistent with these land use designations. In accordance with section 20-0901.F of the LDC, notices of the proposed plat have been sent out to property owners within 300 feet of the subject property. To date, staff has not received any inquiries about the application. The project has been reviewed by the City's Planning, Engineering, Public Works, Inspections, and Fire Departments. **(Criteria Satisfied)**

2. **Section 20-0907.C.4.f of the LDC stipulates that in taking action on a Final Plat, the Board of City Commissioners shall specify the terms for securing installation of public improvements to serve the subdivision.**

While this section of the LDC specifically addresses only major subdivision plats, staff believes it is important to note that any improvements associated with the project (both existing and proposed) are subject to special assessments. Special assessments associated with the costs of the public infrastructure improvements are proposed to be spread by the front footage basis and storm sewer by the square footage basis as is typical with the City of Fargo assessment principals. **(Criteria Satisfied)**

Staff Recommendation:

Suggested Motion: "To accept the findings and recommendations of the Planning Commission and staff and move to approve the proposed subdivision plat, **Simonson Companies Fifth Addition** as outlined within the staff report, as the proposal complies with the adopted area plans, the standards of Article 20-06, Section 20-0907 B and C, and all other applicable requirements of the Land Development Code".

Planning Commission Recommendation: April 27th, 2026

At the April 27th, 2026 Planning Commission hearing, that Commission, by a vote of 7-0 with four commissioners absent, moved to accept the findings and recommendations of staff and recommended approval to the City Commission of the proposed subdivision plat, **Simonson Companies Fifth Addition** as outlined within the staff report, as the as the proposal complies with the Adopted Area Plan, the Standards of Article 20-06, Section 20-0907.B and C of the Land Development Code".

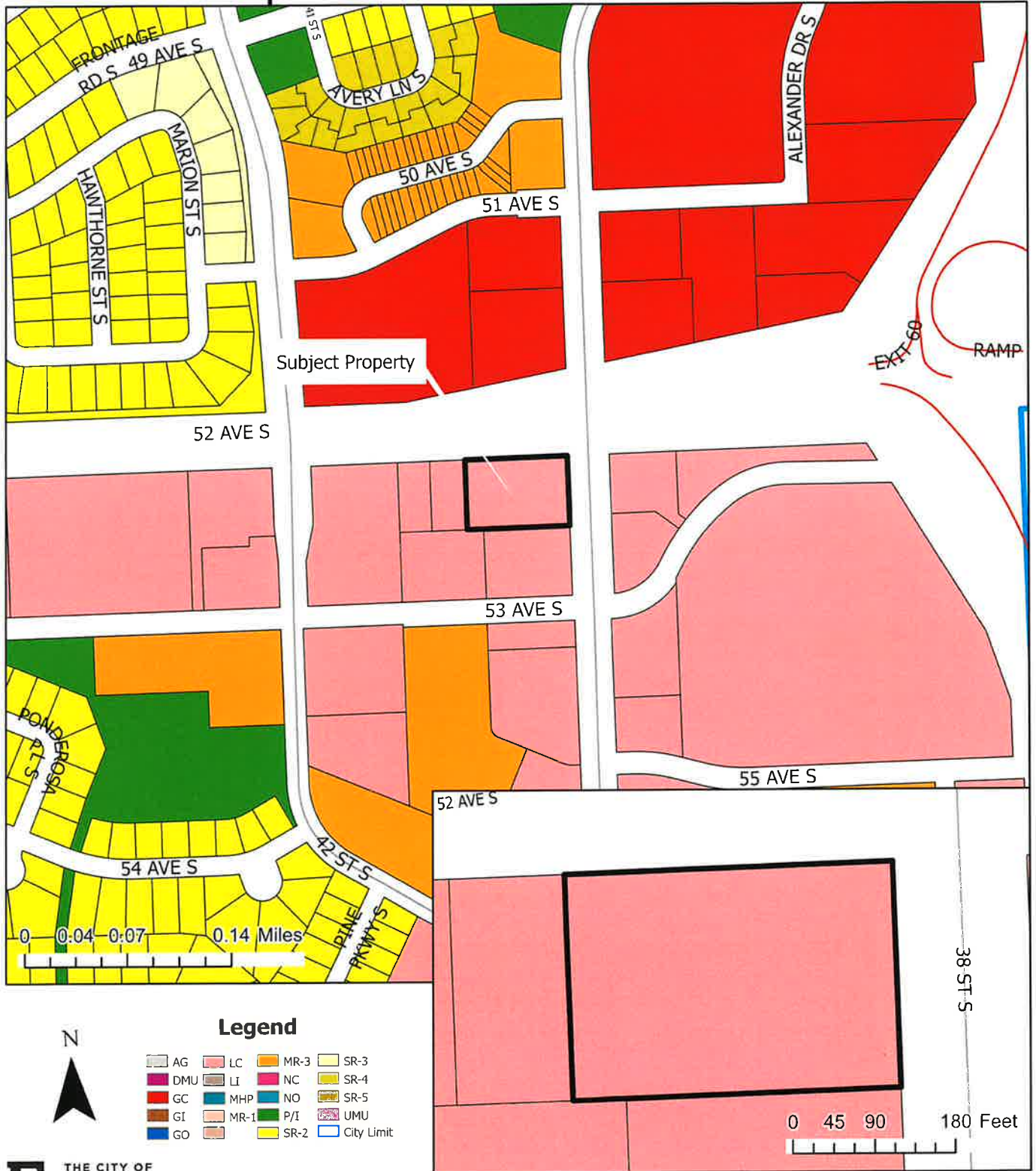
Attachments:

1. Zoning Map
2. Location Map
3. Preliminary Plat
4. Amenities Plan

Minor Subdivision

Simonson Companies Fifth Addition

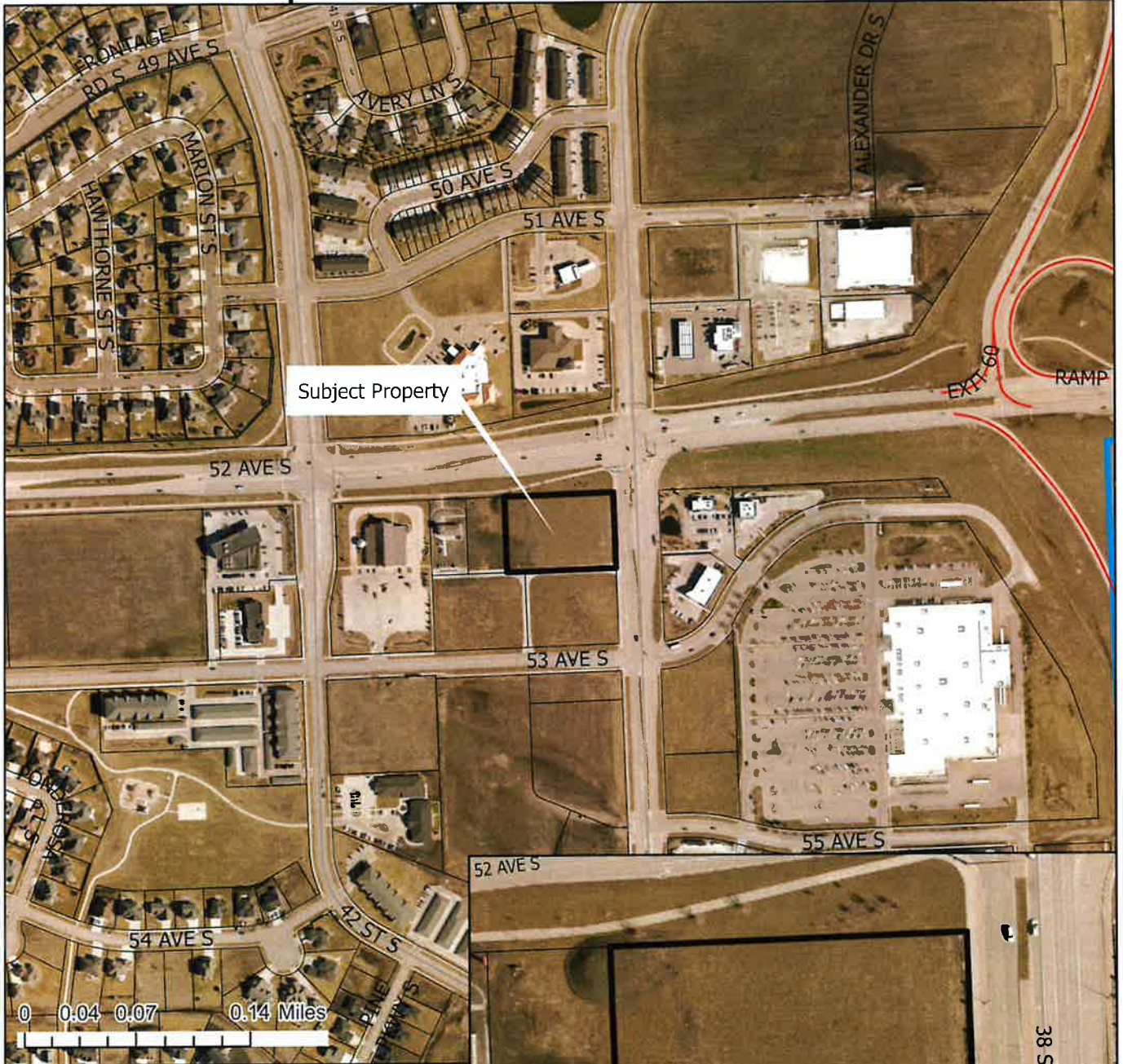
5237 38th Street South



Minor Subdivision

Simonson Companies Fifth Addition

5237 38th Street South



Legend

 City Limit



Fargo Planning Commission
April 7, 2026

A MINOR SUBDIVISION PLAT OF
SIMONSON COMPANIES FIFTH ADDITION
A REPLAT OF LOT 2, BLOCK 1, SIMONSON COMPANIES FOURTH ADDITION
TO THE CITY OF FARGO, CASS COUNTY, NORTH DAKOTA

OWNER'S CERTIFICATE:

KNOW ALL MEN BY THESE PRESENTS, THAT SIMONSON COMPANIES, LLC, IS THE OWNER OF THE FOLLOWING DESCRIBED TRACT OF LAND
LOT 2, BLOCK 1, SIMONSON COMPANIES FOURTH ADDITION TO THE CITY OF FARGO, CASS COUNTY, NORTH DAKOTA
SAID OWNER HAS CAUSED THE ABOVE DESCRIBED TRACT OF LAND SHOWN ON THIS PLAT TO BE SURVEYED AND PLATTED AS SIMONSON COMPANIES FIFTH ADDITION TO THE CITY
OF FARGO, CASS COUNTY, NORTH DAKOTA, SAID OWNER ALSO HEREBY DEEDS AND CONVEYS TO THE PUBLIC, FOR PUBLIC USE, ALL UTILITY EASEMENTS SHOWN ON SAID
PLAT SAID TRACT OF LAND, CONSISTS OF 1 LOT AND 1 BLOCK, AND CONTAINS 80,174.51, MORE OR LESS, TOGETHER WITH EASEMENTS AND RIGHT OF WAY OF RECORD.

SIMONSON COMPANIES, LLC
BY ARCHIE SIMONSON
IT'S SECRETARY

STATE OF _____ IS
COUNTY OF _____

ON THIS _____ DAY OF _____, 20____, BEFORE ME, A NOTARY PUBLIC WITHIN AND FOR SAID COUNTY AND STATE, PERSONALLY APPEARED ARCHIE
SIMONSON, SECRETARY OF SIMONSON COMPANIES, LLC, TO ME KNOWN TO BE THE PERSON DESCRIBED IN AND WHO EXECUTED THE FOREGOING INSTRUMENT AND
ACKNOWLEDGED THAT THEY EXECUTED SAME AS THEIR FREE ACT AND DEED.

NOTARY PUBLIC, COUNTY _____, STATE _____

SURVEYORS CERTIFICATE

I, COLLEEN A. NEET, REGISTERED LAND SURVEYOR UNDER THE LAWS OF THE STATE OF NORTH DAKOTA, DO HEREBY CERTIFY THAT I HAVE SURVEYED AND PLATTED THE PROPERTY
DESCRIBED ON THIS PLAT AS SIMONSON COMPANIES FIFTH ADDITION; THAT THIS PLAT IS A CORRECT REPRESENTATION OF SAID SURVEY; THAT ALL DISTANCES ARE SHOWN
IN FEET; THAT ALL BEARINGS ARE TRUE TO THE MERIDIAN; THAT ALL MONUMENTS ARE OR WILL BE INSTALLED CORRECTLY IN THE GROUND AS SHOWN; AND THAT THE
BOUNDARIES SHOWN ARE CORRECTLY DESCRIBED.

COLLEEN A. NEET
REGISTERED LAND SURVEYOR
STATE OF NORTH DAKOTA IS
COUNTY OF CASS

ON THIS _____ DAY OF _____, 20____, BEFORE ME, A NOTARY PUBLIC WITHIN AND FOR SAID COUNTY AND STATE, PERSONALLY APPEARED COLLEEN
NEET, TO ME KNOWN TO BE THE PERSON DESCRIBED IN AND WHO EXECUTED THE FOREGOING INSTRUMENT AND ACKNOWLEDGED THAT THEY EXECUTED SAME AS THEIR FREE
ACT AND DEED.

NOTARY PUBLIC, COUNTY _____, STATE _____, NORTH DAKOTA

THIS PLAT IN THE CITY OF FARGO IS HEREBY APPROVED THIS _____ DAY OF _____, 20____
CITY ENGINEER'S APPROVAL

TOM KENNEDY, P.E.
CITY ENGINEER



STATE OF _____ IS
COUNTY OF _____
ON THIS _____ DAY OF _____, 20____, BEFORE ME, A NOTARY PUBLIC WITHIN AND FOR SAID COUNTY AND STATE, PERSONALLY
APPEARED TOM KENNEDY, P.E., TO ME KNOWN TO BE THE PERSON DESCRIBED IN AND WHO EXECUTED THE FOREGOING INSTRUMENT AND ACKNOWLEDGED
THAT THEY EXECUTED SAME AS THEIR FREE ACT AND DEED.

NOTARY PUBLIC, COUNTY _____, STATE _____

CITY COMMISSION APPROVAL

APPROVED BY THE BOARD OF CITY COMMISSIONERS AND DECIDED HELD THIS _____ DAY OF _____, 20____

ROBERT J. MORTON, DEPUTY AUDITOR ON BEHALF OF CITY AUDITOR

STATE OF NORTH DAKOTA IS
COUNTY OF CASS

ON THIS _____ DAY OF _____, 20____, BEFORE ME, A NOTARY PUBLIC WITHIN AND FOR SAID COUNTY AND STATE, PERSONALLY
APPEARED JIMMIE J. MORTON & ANSEL BEEZ, TO ME KNOWN TO BE THE PERSON DESCRIBED IN AND WHO EXECUTED THE FOREGOING INSTRUMENT AND
ACKNOWLEDGED THAT THEY EXECUTED SAME AS THEIR FREE ACT AND DEED.

NOTARY PUBLIC, COUNTY _____, STATE _____

CITY PLANNING COMMISSION APPROVAL

THIS PLAT IN THE CITY OF FARGO IS HEREBY APPROVED THIS _____ DAY OF _____, 20____

KAREN BRETHERTON
FARGO PLANNING COMMISSION

STATE OF _____ IS
COUNTY OF _____

ON THIS _____ DAY OF _____, 20____, BEFORE ME, A NOTARY PUBLIC WITHIN AND FOR SAID COUNTY AND STATE,
PERSONALLY APPEARED _____, _____, _____, TO ME KNOWN TO BE THE PERSON DESCRIBED IN AND WHO EXECUTED THE
FOREGOING INSTRUMENT AND ACKNOWLEDGED THAT THEY EXECUTED SAME AS THEIR FREE ACT AND DEED.

NOTARY PUBLIC, COUNTY _____, STATE _____

FOR RECORDING PURPOSES ONLY

**Site Amenities and Project Plan
Simonson Companies Fifth Addition
April 10, 2026**

Location: The subject property is legally referred to as Lot 1, Block 1, Simonson Companies Fifth Addition to the City of Fargo, Cass County, North Dakota, a replat of Lot 2, Block 1, Simonson Companies Fourth Addition.

Details: The project includes one (1) LC, Limited Commercial zoned lot. As approved, the project is intended to be developed as a limited commercial development, pursuant to the LDC.

Right of Way (ROW): No public right of way dedications are required as part of Simonson Companies Fifth Addition.

All applicable requirements of the Simonson Companies Fourth Addition Amenities Plan carry through to the Simonson Companies Fifth Addition.

This Amenities Plan is hereby approved.

Arch Simonson

Arch Simonson, President
Simonson Companies, LLC
Owner: Lot 1, Block 1 of Simonson Companies Fifth Addition

5/19/2026 | 10:13 AM CDT

date

Tom Knakmuhs, City Engineer

date

**Site Amenities and Project Plan
Simonson Companies Fifth Addition
April 10, 2026**

Location: The subject property is legally referred to as Lot 1, Block 1, Simonson Companies Fifth Addition to the City of Fargo, Cass County, North Dakota, a replat of Lot 2, Block 1, Simonson Companies Fourth Addition.

Details: The project includes one (1) LC, Limited Commercial zoned lot. As approved, the project is intended to be developed as a limited commercial development, pursuant to the LDC.

Right of Way (ROW): No public right of way dedications are required as part of Simonson Companies Fifth Addition.

All applicable requirements of the Simonson Companies Fourth Addition Amenities Plan carry through to the Simonson Companies Fifth Addition.

This Amenities Plan is hereby approved.

Arch Simonson

Arch Simonson, President
Simonson Companies, LLC
Owner: Lot 1, Block 1 of Simonson Companies Fifth Addition

5/19/2026 | 10:13 AM CDT

date

Tom Knakmuhs, City Engineer

date

**Site Amenities and Project Plan
Simonson Companies Fifth Addition
April 10, 2026**

Location: The subject property is legally referred to as Lot 1, Block 1, Simonson Companies Fifth Addition to the City of Fargo, Cass County, North Dakota, a replat of Lot 2, Block 1, Simonson Companies Fourth Addition.

Details: The project includes one (1) LC, Limited Commercial zoned lot. As approved, the project is intended to be developed as a limited commercial development, pursuant to the LDC.

Right of Way (ROW): No public right of way dedications are required as part of Simonson Companies Fifth Addition.

All applicable requirements of the Simonson Companies Fourth Addition Amenities Plan carry through to the Simonson Companies Fifth Addition.

This Amenities Plan is hereby approved.

Arch Simonson

Arch Simonson, President
Simonson Companies, LLC
Owner: Lot 1, Block 1 of Simonson Companies Fifth Addition

5/19/2026 | 10:13 AM CDT

date

Tom Knakmuhs, City Engineer

date



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

May 19, 2026

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

RE: Rear Load Refuse Truck (RFP26177)

Commissioners,

On May 8, 2026, four proposals were received and reviewed for the purchase of one rear load refuse truck. The results are as follows:

| <u>Firm</u> | <u>Price per Unit (with trade)</u> |
|--------------------------|------------------------------------|
| Fargo Freightliner | \$231,500 |
| McQueen | \$233,000 |
| Sanitation Products | \$234,600 |
| Northern Truck Equipment | \$278,240 |

The Review Committee, consisting of Scott Olson, Dave Rheault, and Tom Ganje determined that all vendors met the required specifications and the prices were below budget. The committee recommends awarding Fargo Freightliner due to equipment delivery time, and locally based maintenance and service. Funding for this project is included in the 2026 Solid Waste budget.

SUGGESTED MOTION:

Approve the purchase of one Rear Load Refuse Truck from Fargo Freightliner with unit 218 trade value of \$15,000 and unit 219 trade value of \$15,000 for a total purchase price of \$233,000.

Respectfully submitted,

Tom Ganje
Fleet Purchasing Manager

**City of Fargo- Solid Waste
Rear Load Refuse Truck- RFP26177
5/12/2026**

| | MacQueen | Fargo Freightliner | Sanitation Products | Northern Truck Equipment Corp. |
|---|-----------------|-----------------------|------------------------|-----------------------------------|
| Chassis Make | Freightliner | Freightliner | Freightliner | Freightliner |
| Chassis Model | M2 106 | M2 106 Plus | M2 106 Plus | M2 106 Plus |
| Body Make | McNeilus | Leech | Loadmaster | Heil |
| Body Model | 2516 REL 3.5 HD | 2R-III 25 yd. | Excell 25yd | DP 5000 |
| Trade-In Value (Unit 218) | \$15,000.00 | \$15,000.00 | \$15,000.00 | \$6,500.00 |
| Trade-In Value (Unit 219) | \$20,000.00 | \$15,000.00 | \$15,000.00 | \$6,500.00 |
| Total Truck Price | \$266,500.00 | \$263,000.00 | \$264,600.00 | \$291,240.00 |
| Total Truck Price minus Trade-In Values | \$231,500.00 | \$233,000.00 | \$234,600.00 | \$278,240.00 |
| Equipment Delivery From Date of Order | 120 - 150 Days | 60 Days | 240 Days | 160-215 Days |



**PUBLIC
WORKS**

20

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

May 11, 2026

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

RE: Authorization to extend the 2022/2023 Sidewalk Snow and Ice Removal Services for City Owned Properties Contract with Valley Green & Associates for the 2026/2027 snow season (RFP22139).

Commissioners:

On August 11th 2022, a total of two (2) proposals were received for the Request for Proposals for Sidewalk Snow and Ice Removal Services for City Owned Properties (RFP22139). The contracted service assists Public Works with snow and ice removal from city owned sidewalks. See the attached bid tabulation. Based on the stated criteria and staff review, Valley Green & Associates was awarded the Sidewalk Snow and Ice Removal Services for City Owned Properties Contract for the 2022/2023 snow season. As part of the 2022/2023 RFP, language was included that allowed for two (2) 1-year extensions after the initial 3-year contract.

Public Works staff has visited with the 2022/2023 approved contract holder, Valley Green & Associates, and at this time, we are requesting authorization to extend the contract for the 2026/2027 snow season under the terms of the initial 2022 RFP (RFP22139).

RECOMMENDED MOTION: I/we hereby move based on the request for proposal (RFP22139), to extend the initial 2022/2023 award contract for Sidewalk Snow and Ice Removal Services for City Owned Properties Contract with Valley Green and Associates for the 2026/2027 snow season under the terms and conditions of the initial 2022 RFP (RFP22139).

Respectfully submitted,

Corey Houim
Services Manager
Fargo Public Works

**SERVICES AGREEMENT
SIDEWALK SNOW AND ICE REMOVAL SERVICES
CITY OWNED PROPERTIES**

I. Agreement

This agreement is between the City of Fargo (City) and Valley Green & Associates (Contractor) to provide “city owned properties” sidewalk snow and ice removal services for the City. This agreement shall commence upon signing by both parties and expire on April 15, 2027.

II. Scope of Services

The contractor will perform the sidewalk snow and ice removal 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.

Location of Sidewalks

A complete list of addresses has been provided and attached as Exhibit A.

Removal of Snowfall

Contractor will remove all snowfall accumulation from assigned sidewalks. Contractor will use whatever method it determines, in its sole and absolute discretion, to be the most appropriate method to clear any snow accumulation. Contractor will be required to clear the sidewalk of snow and ice to the full width of the sidewalk and clear all crosswalks and approaches onto city streets so as to maintain a passable sidewalk and crosswalk. Contractor will be responsible to remove snow from crosswalks and approaches after city plows have made snow removal passes during snow events.

Icy Conditions

Contractor shall treat icy conditions using appropriate and industry standard chemical applications as necessary. The ice melt product is to be applied according to manufacturer recommended application rates or as necessary to reach the desired conditions. Timeframe Contractor will be required to complete snow removal of assigned sidewalks as to comply with **CITY ORDINANCE 18-0301**.

Obstructions

Contractor will not be responsible for snow and ice removal of areas that are obstructed and unable to be cleared. Contractor will, however, make a reasonable effort to clear between and around such obstructions. In the event that an obstruction requires additional visits to complete the snow and ice removal, additional fees may be billed which will be reviewed and paid on a case by case basis. For complete payment, time-stamped photographs may be required to prove obstructions exist.

Safety

All snow and ice management services will be conducted in a safe manner, with care given to the safety of the general public. This includes having all equipment outfitted with the proper lighting devices so as to be visible while operating.

III. Responsibility of the City

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

IV. Contractor's Compensation and Method of Payment

City will reimburse Contractor for services render per snow event as shown in the attached Exhibit A. All final invoices shall be submitted no later than May 1 of the contract year.

V. 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.

VI. Assignability

This agreement will not be assigned or transferred by Contractor to another party without the prior written consent of the City.

VII. 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.

VIII. Contractor Records

Contractor shall maintain accurate and updated records of all reimbursable services provided to City under the terms of this agreement, and shall record the date such services are provided. Such records shall conform to generally recognized accounting principles. The City, or their authorized representatives, shall have access to any records of Contractor pertinent to the agreement.

IX. 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.

X. 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.

XI. 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.

XII. Entire Agreement

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

IN WITNESS WHEREOF, the undersigned enter into this agreement.

Date: 5/7/26

Nicole Abrahamson
Valley Green & Associates

By: Nicole Abrahamson

Its: Office Manager

Date: _____

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

Dr. Timothy J. Mahoney, Mayor

ATTEST:

Angie Bear, Deputy City Auditor

| City of Fargo Sidewalk Snow Removal - Section A | | | | |
|--|---|-------------------|-----------------------------------|---|
| | Location | Map Page # | Snow Removal \$ Amount | Chemical Application \$ Amount |
| 1 | 4477 Riverwood Drive North | 1 | \$7.85 | \$8.90 |
| 2 | 4525 Riverwood Drive North | 1 | \$7.85 | \$8.90 |
| 3 | 901 41st Avenue North | 2 | \$8.00 | \$9.00 |
| 4 | 902 41st Avenue North | 2 | \$8.00 | \$9.00 |
| 5 | 906 41st Avenue North | 2 | \$8.00 | \$9.00 |
| 6 | 901 42nd Avenue North | 2 | \$8.00 | \$9.00 |
| 7 | 902 42nd Avenue North | 2 | \$8.00 | \$9.00 |
| 8 | 906 42nd Avenue North | 2 | \$8.00 | \$9.00 |
| 9 | 40th Ave N Bridge Sidewalk and Approach | 2 | \$25.00 | \$27.50 |
| 10 | 3715 10th ST N | 3 | \$7.85 | \$8.90 |
| 11 | 36th Ave N and University Dr. | 4 | \$45.00 | \$50.00 |
| 12 | 35th Ave NE & Elm St (Loop) | 5 | \$7.85 | \$8.90 |
| 13 | 955 32nd Ave N | 6 | \$7.85 | \$8.90 |
| 14 | 2921 2 St N | 7 | \$7.85 | \$8.90 |
| 15 | 2922 2 St N | 7 | \$7.85 | \$8.90 |
| 16 | 2925 2 St N | 7 | \$7.85 | \$8.90 |
| 17 | 2926 2 St N | 7 | \$7.85 | \$8.90 |
| 18 | 160 N Woodcrest Dr N | 8 | \$7.85 | \$8.90 |
| 19 | 166 N Woodcrest Dr N | 8 | \$7.85 | \$8.90 |
| 20 | 19th Ave N, 45th St to 41st St | 9 | \$175.00 | \$195.00 |
| 21 | 45th St. Railroad Crossing | 9 | \$15.00 | \$17.00 |
| 22 | 19th Ave N, I29 Overpass | 10 | \$100.00 | \$110.00 |
| 23 | 101 Woodland Dr N | 11 | \$7.85 | \$8.90 |
| 24 | 97 Woodland Dr N | 11 | \$7.85 | \$8.90 |
| 25 | 93 Woodland Dr N | 11 | \$7.85 | \$8.90 |
| 26 | 89 Woodland Dr N | 11 | \$7.85 | \$8.90 |
| 27 | 85 Woodland Dr N | 11 | \$7.85 | \$8.90 |
| 28 | 81 Woodland Dr N | 11 | \$7.85 | \$8.90 |
| 29 | 75 Woodland Dr N | 11 | \$7.85 | \$8.90 |
| 30 | 69 Woodland Dr N | 11 | \$7.85 | \$8.90 |
| 31 | 63 Woodland Dr N | 11 | \$7.85 | \$8.90 |
| 32 | 55 Woodland Dr N | 11 | \$7.85 | \$8.90 |
| 33 | 51 Woodland Dr N | 11 | \$7.85 | \$8.90 |
| 34 | 45 Woodland Dr N | 11 | \$7.85 | \$8.90 |
| 35 | 41 Woodland Dr N | 11 | \$7.85 | \$8.90 |
| 36 | 37 Woodland Dr N | 11 | \$7.85 | \$8.90 |
| 37 | 31 Woodland Dr N | 11 | \$7.85 | \$8.90 |
| 38 | 25 Woodland Dr N | 11 | \$7.85 | \$8.90 |
| 39 | 19 Woodland Dr N | 11 | \$7.85 | \$8.90 |
| 40 | 15 Woodland Dr N | 11 | \$7.85 | \$8.90 |
| 41 | 7 Woodland Dr N | 11 | \$7.85 | \$8.90 |
| 42 | 1625 Elm St | 11 | \$7.85 | \$8.90 |
| 43 | 1619 Elm St | 11 | \$7.85 | \$8.90 |
| 44 | 1613 Elm St | 11 | \$7.85 | \$8.90 |
| 45 | 1607 Elm St | 11 | \$7.85 | \$8.90 |
| 46 | 1601 Elm St | 11 | \$7.85 | \$8.90 |
| 47 | 1519 Elm St | 11 | \$7.85 | \$8.90 |
| 48 | 1501 Elm St | 11 | \$7.85 | \$8.90 |
| 49 | 1455 Elm St | 11 | \$7.85 | \$8.90 |
| 50 | 1318 Elm St | 12 | \$7.85 | \$8.90 |
| 51 | 1314 Elm St | 12 | \$7.85 | \$8.90 |
| 52 | 1313 Elm St | 12 | \$7.85 | \$8.90 |

| | | | | |
|-----|--|----|----------|----------|
| 53 | 1341 Oak St | 12 | \$7.85 | \$8.90 |
| 54 | 1333 Oak St | 12 | \$7.85 | \$8.90 |
| 55 | 12 N Terrace | 13 | \$7.85 | \$8.90 |
| 56 | 16 N Terrace | 13 | \$7.85 | \$8.90 |
| 57 | 18 N Terrace | 13 | \$7.85 | \$8.90 |
| 58 | 24 N Terrace | 13 | \$7.85 | \$8.90 |
| 59 | 26 N Terrace | 13 | \$7.85 | \$8.90 |
| 60 | 40 N Terrace | 13 | \$7.85 | \$8.90 |
| 61 | 42 N Terrace | 13 | \$7.85 | \$8.90 |
| 62 | 44 N Terrace | 13 | \$7.85 | \$8.90 |
| 63 | 46 N Terrace | 13 | \$7.85 | \$8.90 |
| 64 | 60 N Terrace | 13 | \$7.85 | \$8.90 |
| 65 | 62 N Terrace | 13 | \$7.85 | \$8.90 |
| 66 | 64 N Terrace | 13 | \$7.85 | \$8.90 |
| 67 | 66 N Terrace | 13 | \$7.85 | \$8.90 |
| 68 | 68 N Terrace | 13 | \$7.85 | \$8.90 |
| 69 | 70 N Terrace | 13 | \$7.85 | \$8.90 |
| 70 | 139 S Terrace | 13 | \$7.85 | \$8.90 |
| 71 | 135 S Terrace | 13 | \$7.85 | \$8.90 |
| 72 | 129 S Terrace | 13 | \$7.85 | \$8.90 |
| 73 | 125 S Terrace | 13 | \$7.85 | \$8.90 |
| 74 | 99 S Terrace | 13 | \$7.85 | \$8.90 |
| 75 | 95 S Terrace | 13 | \$7.85 | \$8.90 |
| 76 | 93 S Terrace | 13 | \$7.85 | \$8.90 |
| 77 | 87 S Terrace | 13 | \$7.85 | \$8.90 |
| 78 | 8 S Terrace | 13 | \$7.85 | \$8.90 |
| 79 | 79 S Terrace | 13 | \$7.85 | \$8.90 |
| 80 | 63 S Terrace | 13 | \$7.85 | \$8.90 |
| 81 | 53 S Terrace | 13 | \$7.85 | \$8.90 |
| 82 | 49 S Terrace | 13 | \$7.85 | \$8.90 |
| 83 | 45 S Terrace | 13 | \$7.85 | \$8.90 |
| 84 | 41 S Terrace | 13 | \$7.85 | \$8.90 |
| 85 | 37 S Terrace | 13 | \$7.85 | \$8.90 |
| 86 | 33 S Terrace | 13 | \$7.85 | \$8.90 |
| 87 | 31 S Terrace | 13 | \$7.85 | \$8.90 |
| 88 | 27 S Terrace | 13 | \$7.85 | \$8.90 |
| 89 | 23 S Terrace | 13 | \$7.85 | \$8.90 |
| 90 | 17 S Terrace | 13 | \$7.85 | \$8.90 |
| 91 | 1102 7th Ave N | 14 | \$10.00 | \$12.50 |
| 92 | 1112 7th Ave N | 14 | \$10.00 | \$12.50 |
| 93 | 1114 7th Ave N | 14 | \$10.00 | \$12.50 |
| 94 | 1116 7th Ave N | 14 | \$10.00 | \$12.50 |
| 95 | 15th St N & Dakota Drive | 15 | \$20.00 | \$25.00 |
| 96 | 14th St N & 7th Ave | 16 | \$30.00 | \$39.50 |
| 97 | 1600 7th Ave N (Northside of drainage ditch) | 16 | \$15.00 | \$17.75 |
| 98 | 1603 3rd Ave N | 17 | \$15.00 | \$17.75 |
| 99 | 34th St N & 7th Ave | 18 | \$15.00 | \$17.75 |
| 100 | 2101,2015 6th Ave S | 19 | \$15.00 | \$17.75 |
| 101 | 319-321 18th St S | 19 | \$15.00 | \$17.75 |
| 102 | 9th Ave S & 21st St | 20 | \$15.00 | \$17.75 |
| 103 | 1512 48th St S | 21 | \$32.00 | \$40.00 |
| 104 | 1568 48th St S | 21 | \$32.00 | \$40.00 |
| 105 | 1703 49 St S | 22 | \$15.00 | \$17.75 |
| 106 | 1705 52 St S | 22 | \$15.00 | \$17.75 |
| 107 | 1837 35th ST S | 23 | \$17.50 | \$21.13 |
| 108 | 17th Ave S & 32nd ST | 24 | \$100.00 | \$120.00 |

| | | | | |
|-------------------------|---|----|------------|------------|
| 109 | University Drive 14th Ave to 15 1/2 Ave S | 25 | \$65.00 | \$79.90 |
| 110 | 1114 4 St S | 26 | \$7.85 | \$8.90 |
| 111 | 1118 4 St S | 26 | \$7.85 | \$8.90 |
| 112 | 1124 4 St S | 26 | \$7.85 | \$8.90 |
| 113 | 1128 4 St S | 26 | \$7.85 | \$8.90 |
| 114 | 1204 4 St S | 26 | \$7.85 | \$8.90 |
| 115 | 1308 S. River Rd | 27 | \$7.85 | \$8.90 |
| 116 | 1330 S. River Rd | 27 | \$7.85 | \$8.90 |
| 117 | 1334 S. River Rd | 27 | \$7.85 | \$8.90 |
| 118 | 1342 S. River Rd | 27 | \$7.85 | \$8.90 |
| 119 | 1348 S. River Rd | 27 | \$7.85 | \$8.90 |
| 120 | 1408 S. River Rd | 27 | \$7.85 | \$8.90 |
| 121 | 1414 S. River Rd | 27 | \$7.85 | \$8.90 |
| 122 | 1422 S. River Rd | 27 | \$7.85 | \$8.90 |
| 123 | 1430 S. River Rd | 27 | \$7.85 | \$8.90 |
| 124 | 1436 S. River Rd | 27 | \$7.85 | \$8.90 |
| 125 | 1442 S. River Rd | 27 | \$7.85 | \$8.90 |
| 126 | 1450 S. River Rd | 27 | \$7.85 | \$8.90 |
| 127 | 1454 S. River Rd | 27 | \$7.85 | \$8.90 |
| 128 | 2959 32nd St S | 28 | \$7.85 | \$8.90 |
| 129 | 2922 33rd St S | 28 | \$7.85 | \$8.90 |
| 130 | 2925 Parkview Dr S | 28 | \$10.00 | \$12.50 |
| 131 | 2631 Parkview Dr S | 28 | \$10.00 | \$12.50 |
| 132 | 2696 Wheatland Dr S | 28 | \$10.00 | \$12.50 |
| 133 | 28th Ave & Parkview Ln | 28 | \$20.00 | \$25.00 |
| 134 | 26th Ave S & 33rd St S | 28 | \$30.00 | \$39.00 |
| 135 | 4120 30th Ave S | 29 | \$35.00 | \$45.00 |
| 136 | 2948 41st St S. | 29 | \$35.00 | \$45.00 |
| 137 | 705 12th St N. | | \$12.00 | \$15.00 |
| 138 | 1117 3rd Ave N. | | \$12.00 | \$15.00 |
| 139 | 2102 6th Ave S. | | \$67.50 | \$72.50 |
| 140 | 916 5th Ave S. | | \$12.00 | \$15.00 |
| 142 | 802 32nd St N. | | \$45.00 | \$50.00 |
| 143 | 3129 7th Ave N. | | \$25.00 | \$40.00 |
| 145 | 69 4th St N. | | \$67.50 | \$72.50 |
| 146 | 714 12th St N. | | \$12.00 | \$15.00 |
| 147 | 3353 Maple Valley Leaf Loop South | | \$10.00 | \$12.00 |
| 148 | 924 5th St S. | | \$10.00 | \$12.00 |
| Section A Totals | | | \$2,064.65 | \$2,402.63 |

| City of Fargo Sidewalk Snow Removal - Section B | | | | |
|--|---|-------------------|-----------------------------------|---|
| | Location | Map Page # | Snow Removal \$ Amount | Chemical Application \$ Amount |
| 1 | 2610 Kirsten Lane S. | 30 | \$100.00 | \$105.00 |
| 2 | 32nd Ave S, 22nd St S to 18th St S (north side) | 31 | \$100.00 | \$105.00 |
| 3 | University Dr S, 32nd Ave to 34th Ave (west median) | 32 | \$100.00 | \$105.00 |
| 4 | 801 Harwood Dr S | 33 | \$7.85 | \$8.90 |
| 5 | 701 Harwood Dr S | 33 | \$7.85 | \$8.90 |
| 6 | 619 Harwood Dr S | 33 | \$7.85 | \$8.90 |
| 7 | 601 Harwood Dr S | 33 | \$7.85 | \$8.90 |
| 8 | 517 Harwood Dr S | 33 | \$7.85 | \$8.90 |
| 9 | 509 Harwood Dr S | 33 | \$7.85 | \$8.90 |
| 10 | 502 Harwood Dr S | 33 | \$7.85 | \$8.90 |
| 11 | 501 Harwood Dr S | 33 | \$7.85 | \$8.90 |
| 12 | 437 Harwood Dr S | 33 | \$7.85 | \$8.90 |
| 13 | 520 Hackberry Dr S | 33 | \$7.85 | \$8.90 |
| 14 | 610 Hackberry Dr S | 33 | \$7.85 | \$8.90 |
| 15 | 618 Hackberry Dr S | 33 | \$7.85 | \$8.90 |
| 16 | 626 Hackberry Dr S | 33 | \$7.85 | \$8.90 |
| 17 | 702 Hackberry Dr S | 33 | \$7.85 | \$8.90 |
| 18 | 714 Hackberry Dr S | 33 | \$7.85 | \$8.90 |
| 19 | 720 Hackberry Dr S | 33 | \$7.85 | \$8.90 |
| 20 | 802 Hackberry Dr S | 33 | \$7.85 | \$8.90 |
| 21 | 3680 River Drive S | 34 | \$7.85 | \$8.90 |
| 22 | 3702 River Drive S | 34 | \$7.85 | \$8.90 |
| 23 | 3714 River Drive S | 34 | \$7.85 | \$8.90 |
| 24 | 3720 River Drive S | 34 | \$7.85 | \$8.90 |
| 25 | 3726 River Drive S | 34 | \$7.85 | \$8.90 |
| 26 | 3732 River Drive S | 34 | \$7.85 | \$8.90 |
| 27 | 3738 River Drive S | 34 | \$7.85 | \$8.90 |
| 28 | 3802 River Drive S | 34 | \$7.85 | \$8.90 |
| 29 | 3808 River Drive S | 34 | \$7.85 | \$8.90 |
| 30 | 3820 River Drive S | 34 | \$7.85 | \$8.90 |
| 31 | 3830 River Drive S | 34 | \$7.85 | \$8.90 |
| 32 | 3832 River Drive S | 34 | \$7.85 | \$8.90 |
| 33 | 3838 River Drive S | 34 | \$7.85 | \$8.90 |
| 34 | 3902 River Drive S | 34 | \$7.85 | \$8.90 |
| 35 | 3914 River Drive S | 34 | \$7.85 | \$8.90 |
| 36 | 3920 River Drive S | 34 | \$7.85 | \$8.90 |
| 37 | 3926 River Drive S | 34 | \$7.85 | \$8.90 |
| 38 | University Dr S, 37th Ave to 40th Ave (west side) | 34 | \$100.00 | \$118.90 |
| 39 | University Dr S, 40th Ave to 43rd Ave (west side) | 35 | \$160.00 | \$190.00 |
| 40 | 1508 41st Ave S | 35 | \$15.00 | \$20.00 |
| 41 | 32nd St S and 37th Ave S | 36 | \$35.00 | \$41.25 |
| 42 | 40th Ave S, 18th St to 22nd St (north side) | 37 | \$100.00 | \$110.00 |
| 43 | 40th Ave S, Both sides (36th St to 33rd St) and north side (36th St to 25th St) | 37 | \$300.00 | \$350.00 |
| 44 | 2130 Sterling Rose Ln S | 37 | \$7.85 | \$8.90 |
| 45 | 3227 39 Ave S | 37 | \$7.85 | \$8.90 |
| 46 | 3233 39 Ave S | 37 | \$7.85 | \$8.90 |
| 47 | 3301 39 Ave S | 37 | \$7.85 | \$8.90 |
| 48 | 3305 39 Ave S | 37 | \$7.85 | \$8.90 |
| 49 | 3309 39 Ave S | 37 | \$7.85 | \$8.90 |
| 50 | 3311 39 Ave S | 37 | \$7.85 | \$8.90 |
| 51 | 3315 39 Ave S | 37 | \$7.85 | \$8.90 |
| 52 | 3321 39 Ave S | 37 | \$7.85 | \$8.90 |
| 53 | 3333 39 Ave S | 37 | \$7.85 | \$8.90 |
| 54 | 3339 39 Ave S | 37 | \$7.85 | \$8.90 |
| 55 | 3347 39 Ave S | 37 | \$7.85 | \$8.90 |
| 56 | 3355 39 Ave S | 37 | \$7.85 | \$8.90 |

| | | | | |
|-----|---|----|----------|----------|
| 57 | 3361 39 Ave S | 37 | \$7.85 | \$8.90 |
| 58 | 3365 39 Ave S | 37 | \$7.85 | \$8.90 |
| 59 | 3369 39 Ave S | 37 | \$7.85 | \$8.90 |
| 60 | 3373 39 Ave S | 37 | \$7.85 | \$8.90 |
| 61 | 3401 39 Ave S | 37 | \$7.85 | \$8.90 |
| 62 | 3405 39 Ave S | 37 | \$7.85 | \$8.90 |
| 63 | 3409 39 Ave S | 37 | \$7.85 | \$8.90 |
| 64 | 3415 39 Ave S | 37 | \$7.85 | \$8.90 |
| 65 | 3419 39 Ave S | 37 | \$7.85 | \$8.90 |
| 66 | 3423 39 Ave S | 37 | \$7.85 | \$8.90 |
| 67 | 3427 39 Ave S | 37 | \$7.85 | \$8.90 |
| 68 | 4003 Copperfield Ct S | 37 | \$7.85 | \$8.90 |
| 69 | 4009 Copperfield Ct S | 37 | \$7.85 | \$8.90 |
| 70 | 4015 Copperfield Ct S | 37 | \$7.85 | \$8.90 |
| 71 | 4021 Copperfield Ct S | 37 | \$7.85 | \$8.90 |
| 72 | 4027 Copperfield Ct S | 37 | \$7.85 | \$8.90 |
| 73 | 4033 Copperfield Ct S | 37 | \$7.85 | \$8.90 |
| 74 | 4497 Oakcreek Dr S | 38 | \$7.85 | \$8.90 |
| 75 | 4493 Oakcreek Dr S | 38 | \$7.85 | \$8.90 |
| 76 | 4489 Oakcreek Dr S | 38 | \$7.85 | \$8.90 |
| 77 | 4485 Oakcreek Dr S | 38 | \$7.85 | \$8.90 |
| 78 | 4481 Oakcreek Dr S | 38 | \$7.85 | \$8.90 |
| 79 | 4477 Oakcreek Dr S | 38 | \$7.85 | \$8.90 |
| 80 | 4473 Oakcreek Dr S | 38 | \$7.85 | \$8.90 |
| 81 | 4469 Oakcreek Dr S | 38 | \$7.85 | \$8.90 |
| 82 | 4465 Oakcreek Dr S | 38 | \$7.85 | \$8.90 |
| 83 | 4461 Oakcreek Dr S | 38 | \$7.85 | \$8.90 |
| 84 | 4457 Oakcreek Dr S | 38 | \$7.85 | \$8.90 |
| 85 | 4453 Oakcreek Dr S | 38 | \$7.85 | \$8.90 |
| 86 | 4449 Oakcreek Dr S | 38 | \$7.85 | \$8.90 |
| 87 | 25th St S, Rose Creek Pkwy S to Carrie Rose Ln (do both sides on bridge) | 38 | \$95.00 | \$105.00 |
| 88 | 4733 Douglas Dr S | 38 | \$7.85 | \$8.90 |
| 89 | 4741 Douglas Dr S | 38 | \$7.85 | \$8.90 |
| 90 | 4749 Douglas Dr S | 38 | \$7.85 | \$8.90 |
| 91 | 36th St S, 38th Ave to 39th Ave (east side) | 39 | \$50.00 | \$60.00 |
| 92 | 40th Ave S, 36th St to 40th St. | 39 | \$300.00 | \$330.00 |
| 93 | 3949 40th Ave S | 39 | \$25.00 | \$27.00 |
| 94 | 37th Ave S at Dorothea Ct | 40 | \$31.00 | \$37.00 |
| 95 | 44th Ave S, 45th St to 53rd Ave | 41 | \$145.00 | \$160.00 |
| 96 | 4497 53rd ST S | 42 | \$23.00 | \$28.00 |
| 97 | 4500 53rd ST S | 42 | \$23.00 | \$28.00 |
| 98 | 4610 53rd ST S | 42 | \$23.00 | \$28.00 |
| 99 | 4551 47th ST S | 43 | \$23.00 | \$27.50 |
| 100 | 4570 47th ST S | 43 | \$23.00 | \$27.50 |
| 101 | 4688 47th ST S | 43 | \$23.00 | \$27.50 |
| 102 | 4691 47th ST S | 43 | \$23.00 | \$27.50 |
| 103 | 42nd St S, 47th to 49th Ave S | 44 | \$35.00 | \$37.00 |
| 104 | 4871 41st St S | 44 | \$37.00 | \$39.00 |
| 105 | 4992 41st St S | 44 | \$30.00 | \$32.00 |
| 106 | 3590 47 Ave S | 45 | \$15.00 | \$17.00 |
| 107 | 3591 47 Ave S | 45 | \$15.00 | \$17.00 |
| 108 | 52nd Ave S, both sides (20th St S to University Dr) north side (25th St S to 20th St S) | 46 | \$290.00 | \$300.00 |
| 109 | 5209 20th St S | 46 | \$12.50 | \$15.00 |
| 110 | 1702 52nd Ave S | 46 | \$7.85 | \$8.90 |
| 111 | 58th Ave S at University Dr | 47 | \$37.50 | \$41.00 |
| 112 | 7005 University Dr S | 48 | \$7.85 | \$8.90 |

| | | | | |
|-------------------------|--|----|------------|------------|
| 113 | 64th Ave S, 21st St S to University Dr S | 49 | \$165.00 | \$175.00 |
| 114 | 25th St S, 58th Ave S to 64th Ave S | 50 | \$200.00 | \$220.00 |
| 115 | 64th Ave S, 28th St to 33rd St | 51 | \$200.00 | \$220.00 |
| 116 | 25th St S, 67th Ave S to 70th Ave S | 52 | \$185.00 | \$195.00 |
| Section B Totals | | | \$3,682.70 | \$4,095.95 |



**PUBLIC
WORKS**

(21)

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

May 11, 2026

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

RE: Authorization to Extend the 2022/2023 Sidewalk Snow and Ice Removal Services for Code Enforcement Contracts with Turf Tamers LLC. and Valley Green & Associates for the 2026/2027 snow season (RFP22129).

Commissioners:

On August 4, 2022, a total of five (5) proposals were received for the Request for Proposals for Sidewalk Snow and Ice Removal Services, Code Enforcement (RFP22129). The contracted service assists Public Works with snow and ice removal from sidewalks that are out of compliance with City Ordinance 18-0301 "Failure to Remove Snow/Ice from Sidewalk". See the attached bid tabulation. Based on the stated criteria and staff review, Turf Tamers LLC. and Valley Green & Associates were awarded the Sidewalk Snow and Ice Removal Services for Code Enforcement Contract for the 2022/2023 snow season. As part of the 2022/2023 RFP, language was included that allows for two (2), 1-year extensions after the initial 3-year contract under the original terms of the RFP.

Public Works staff has visited with both 2022/2023 approved contract holders Turf Tamers LLC. and Valley Green & Associates, and at this time, we are requesting authorization to extend the contracts for the 2026/2027 snow season under the terms of the initial 2022 RFP (RFP22129).

RECOMMENDED MOTION: I/we hereby move based on the request for proposal (RFP22129), to extend the initial 2022/2023 award contracts for Sidewalk Snow and Ice Removal Services for Code Enforcement with Turf Tamers LLC. and Valley Green & Associates for the 2026/2027 snow season under the terms and conditions of the initial 2022 RFP (RFP22129).

Respectfully submitted,

Corey Houim
Services Manager
Fargo Public Works

Bid Tabulation for Sidewalk Snow and Ice Removal Services

Code Enforcement

City of Fargo RFP 22129

Bids Received August 4th, 2022

| Equipment | Turf Tamers | JT Lawn | Valley Green | All Terrain | Funks Lawn Care |
|----------------------------|-------------|----------|--------------|-------------|-----------------|
| Skid Steer w/ Bucket | \$120.00 | \$125.00 | \$110.00 | \$110.00 | - |
| Skid Steer w/ Snow Blower | \$140.00 | \$125.00 | \$110.00 | \$110.00 | - |
| Toolcat w/ Bucket | \$120.00 | - | \$95.00 | \$110.00 | \$115.00 |
| Toolcat w/ Snow Blower | \$140.00 | - | \$95.00 | \$110.00 | \$115.00 |
| Walk Behind Snow Blower | \$85.00 | \$95.00 | \$75.00 | \$110.00 | \$80.00 |
| Laborer | \$80.00 | \$85.00 | \$75.00 | \$110.00 | \$67.00 |
| 3039 Tractor w/ 52" Blower | \$100.00 | | | | |
| Ventrac Tractor w/ Blower | \$100.00 | | | | |
| Holder C70 Blower/Bucket | \$175.00 | | | | |
| Ice Melt per pound | \$0.40 | \$0.50 | \$0.65 | \$1.00 | \$0.90 |
| Inspection Fee | \$40.00 | \$75.00 | \$95.00 | \$100.00 | \$25.00 |

**SERVICES AGREEMENT
SIDEWALK SNOW AND ICE REMOVAL SERVICES
CODE ENFORCEMENT**

I. Agreement

This agreement is between the City of Fargo (City) and Turf Tamers LLC. (Contractor) to provide “code enforcement” sidewalk snow and ice removal services for the City. This agreement shall commence upon signing by both parties and expire on April 15, 2027.

II. Scope of Services

The contractor will perform the sidewalk snow and ice removal services on properties that have been found to be non-compliant with City Ordinance 18-0301 “Failure to Remove Snow/Ice from Sidewalk”.

Location of Sidewalks

Contractor will be assigned sidewalks that have been found to be non-compliant. The non-compliant sidewalks will be assigned to the contractor following inspection by Street Department staff.

Sidewalk Inspection

Contractor will perform inspection prior to removal of snow. If it is found that sidewalk is within compliance contractor will be compensated for time based on negotiated fee outlined in Exhibit A.

Removal of Snowfall

Contractor will remove all snowfall accumulation from assigned sidewalks. Contractor will use whatever method it determines, in its sole and absolute discretion, to be the most appropriate method to clear any snow accumulation. Contractor will be required to clear the sidewalk of snow and ice to the full width of the sidewalk and clear all crosswalks and approaches onto city streets so as to maintain a passable sidewalk and crosswalk.

Icy Conditions

If requested by city staff, contractors will treat icy conditions on assigned privately owned sidewalks using appropriate and industry standard chemical applications. The contractor shall submit ice melt product specifications sheets. The ice melt product is to be applied according to manufacturer recommended application rates or as necessary to reach the desired conditions.

Timeframe

Contractor will be required to complete the snow and ice removal services of assigned sidewalks within 24 hours of notification from Street Department staff. During extreme

MAS 5/5/26

conditions, the completion deadline may be extended but the contractor must start work within 24 hours of notification. In no event will the sidewalk condition exist beyond 72 hours.

Photographs

Contractor will be required to submit *before and after*, time and date stamped photographs of all cleaned sidewalks assigned to contractor. Photographs should include clear views of all sections of the sidewalk cleaned; as well as a clear view of the house number on the residence parallel to and adjacent to the cleaned sidewalk. Photographs will be submitted with contractor's bill to the city and will be used to verify snow and ice services performed. Incomplete or inaccurate photographs may result in loss of payment for the service.

Obstructions

Contractor will not be responsible for snow and ice removal of areas that are obstructed and unable to be cleared. Contractor will, however, make a reasonable effort to clear between and around such obstructions. In the event that an obstruction requires additional visits to complete the snow and ice removal, additional fees may be billed which will be reviewed and paid on a case by case basis. For complete payment, time-stamped photographs may be required to prove obstructions exist.

Safety

All snow and ice management services will be conducted in a safe manner, with care given to the safety of the general public. This includes having all equipment outfitted with the proper lighting devices so as to be visible while operating.

Property Damage

Contractor will be notified in writing by the Director of Public Works of any property damage that occurs as a result of snow and ice removal services. Notification will be within 48 hours of Director of Public Works becoming aware of such property damage. Property damage includes but is not limited to damage to homeowner turf, sprinkler systems, fences, etc. as a result of snow and ice removal services. Contractor will be solely and wholly financially liable for any damaged property, as a result of negligence on the part of the contractor. The contractor will repair, to the satisfaction of the Public Works Department, any damaged property in a timely manner in the spring season after the terms of this contract.

III. Responsibility of the City

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

IV. Contractor's Compensation and Method of Payment

City will reimburse Contractor for services render per sidewalk as shown in the attached Exhibit A. All final invoices shall be submitted no later than May 1 of the contract year.

V. 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.

MAS 5/5/26

VI. Assignability

This agreement will not be assigned or transferred by Contractor to another party without the prior written consent of the City.

VII. 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.

VIII. Contractor Records

Contractor shall maintain accurate and updated records of all reimbursable services provided to City under the terms of this agreement, and shall record the date such services are provided. Such records shall conform to generally recognized accounting principles. The City, or their authorized representatives, shall have access to any records of Contractor pertinent to the agreement.

IX. 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.

X. 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.

XI. 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.

XII. Entire Agreement

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

MAS 5/5/26

IN WITNESS WHEREOF, the undersigned enter into this agreement.

Date: 5/5/26

Turf Tamers LLC

By: 

Its: Mike Suckman President

Date: _____

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

Dr. Timothy J. Mahoney, Mayor

ATTEST:

Angie Bear, Deputy City Auditor

BID SHEET

All sidewalks will be four and a half feet (4 ½') in width and will need to be bid accordingly.

Snow Removal Equipment Cost

| Hourly Service | Fee Per Hour |
|---|---------------------------------------|
| Skid Steer Front Loader with Bucket and Operator | \$ 120 ^{NU} / ₁₀₀ |
| Skid Steer Front Loader with Snow Blower and Operator | \$ 140 ^{NU} / ₁₀₀ |
| Toolcat Utility Machine with Bucket and Operator | \$ 120 ^{NU} / ₁₀₀ |
| Toolcat Utility Machine with Snow Blower and Operator | \$ 140 ^{NU} / ₁₀₀ |
| Walk Behind Snow Blower and Operator | \$ 85 ^{NU} / ₁₀₀ |
| Laborer | \$ 80 ^{NU} / ₁₀₀ |

Please see attach sheet with more equipment.

Ice Removal Product Cost (price should include product and cost to apply)
(Attached Product Specification Sheet)

| Product | Fee Per Pound/Gallon |
|-------------------|----------------------|
| Sidewalk Ice Melt | \$.40 |

Sidewalk Inspection Fee (If the sidewalk is found within compliance and no work is required.)

| Service | Fee per Occurrence |
|----------------|--------------------------------------|
| Inspection Fee | \$ 40 ^{NU} / ₁₀₀ |

MAS 5/5/26

Turf Tamers LLC.

PO Box 9435
Fargo ND 58106

Phone # 701-356-2990 turftamersfargo@gmail.com

| Date | Estimate # |
|----------|------------|
| 8/1/2022 | 8278 |

| Name / Address |
|--|
| City Of Fargo 200 North Third Street Fargo, ND 58102 |

| Turf Tamers LLC | | P.O. No | Terms | Project |
|---|-----|---------|----------------|-------------------|
| Turf Tamers LLC | | | Due on receipt | |
| Description | Qty | U/M | Rate | Total |
| Snow removal with skid steer with blade or snow removal bucket. Includes labor and machine. | 1 | | 120.00 | 120.00 |
| Use of a Skid Steer with a hydraulic high flow snowblower. Includes labor and machine. | 1 | hr | 140.00 | 140.00 |
| Per hour use of 3039 Tractor with blower/ broom. 52" wide Includes labor and machine. | 1 | | 100.00 | 100.00 |
| Holder C 70 65 HP sidewalk machine with snowblower, or blade. Includes labor and machine. | 1 | | 175.00 | 175.00 |
| Snow removal with Ventrac tractor's with a broom or blower. Includes labor and machine. | 1 | | 100.00 | 100.00 |
| Snow removal with walk behind blowers. Includes labor and machine. | 1 | | 85.00 | 85.00 |
| Snow removal laborer. | | | 80.00 | 80.00 |
| Ice Slicer granular ice melt with pre-wet chloride. The application rate of this product is much lower than sand salt mixture, as well as the effective temperature range. Good to -20 Degrees. | 1 | lb | 0.40 | 0.40 |
| Price per pound applied via machine applicator, or walk behind spreader. Includes product, labor, and machine. | | | | |
| Snow Removal inspection fee. Pricing to travel to the location and supply pictures of the site. | 1 | | 40.00 | 40.00 |
| Snow removal with Tool Cat or Skid steer with large 72" two stage snow blower. Includes labor and machine. | 1 | | 140.00 | 140.00 |
| Total | | | | MAS 5/5/26 |

**SERVICES AGREEMENT
SIDEWALK SNOW AND ICE REMOVAL SERVICES
CODE ENFORCEMENT**

I. Agreement

This agreement is between the City of Fargo (City) and Valley Green & Associates (Contractor) to provide “code enforcement” sidewalk snow and ice removal services for the City. This agreement shall commence upon signing by both parties and expire on April 15, 2027.

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Location of Sidewalks

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Contractor will remove all snowfall accumulation from assigned sidewalks. Contractor will use whatever method it determines, in its sole and absolute discretion, to be the most appropriate method to clear any snow accumulation. Contractor will be required to clear the sidewalk of snow and ice to the full width of the sidewalk and clear all crosswalks and approaches onto city streets so as to maintain a passable sidewalk and crosswalk.

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If requested by city staff, contractors will treat icy conditions on assigned privately owned sidewalks using appropriate and industry standard chemical applications. The contractor shall submit ice melt product specifications sheets. The ice melt product is to be applied according to manufacturer recommended application rates or as necessary to reach the desired conditions.

Timeframe

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Safety

All snow and ice management services will be conducted in a safe manner, with care given to the safety of the general public. This includes having all equipment outfitted with the proper lighting devices so as to be visible while operating.

Property Damage

Contractor will be notified in writing by the Director of Public Works of any property damage that occurs as a result of snow and ice removal services. Notification will be within 48 hours of Director of Public Works becoming aware of such property damage. Property damage includes but is not limited to damage to homeowner turf, sprinkler systems, fences, etc. as a result of snow and ice removal services. Contractor will be solely and wholly financially liable for any damaged property, as a result of negligence on the part of the contractor. The contractor will repair, to the satisfaction of the Public Works Department, any damaged property in a timely manner in the spring season after the terms of this contract.

III. Responsibility of the City

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

IV. Contractor's Compensation and Method of Payment

City will reimburse Contractor for services render per sidewalk as shown in the attached Exhibit A. All final invoices shall be submitted no later than May 1 of the contract year.

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

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This agreement will not be assigned or transferred by Contractor to another party without the prior written consent of the City.

VII. 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.

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Contractor shall maintain accurate and updated records of all reimbursable services provided to City under the terms of this agreement, and shall record the date such services are provided. Such records shall conform to generally recognized accounting principles. The City, or their authorized representatives, shall have access to any records of Contractor pertinent to the agreement.

IX. 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.

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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.

XI. 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.

XII. Entire Agreement

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

IN WITNESS WHEREOF, the undersigned enter into this agreement.

Date: 5/7/2026

Nicole Abrahamson

Valley Green & Associates

By: Nicole Abrahamson

Its: Office Manager

Date: _____

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

Dr. Timothy J. Mahoney, Mayor

ATTEST:

Angie Bear, Deputy City Auditor

BID SHEET

All sidewalks will be four and a half feet (4 ½') in width and will need to be bid accordingly.

Snow Removal Equipment Cost

| Hourly Service | Fee Per Hour |
|---|--------------|
| Skid Steer Front Loader with Bucket and Operator | \$ 110 |
| Skid Steer Front Loader with Snow Blower and Operator | \$ 110 |
| Toolcat Utility Machine with Bucket and Operator | \$ 95 |
| Toolcat Utility Machine with Snow Blower and Operator | \$ 95 |
| Walk Behind Snow Blower and Operator | \$ 75 |
| Laborer | \$ 75 |

Ice Removal Product Cost (price should include product and cost to apply)
(Attached Product Specification Sheet)

| Product | Fee Per Pound/Gallon |
|-------------------|--------------------------|
| Sidewalk Ice Melt | \$ 65 ^A / 115 |

Sidewalk Inspection Fee (If the sidewalk is found within compliance and no work is required.)

| Service | Fee per Occurrence |
|----------------|--------------------|
| Inspection Fee | \$ 95 |



22

Water Treatment Plant
435 14th Avenue South
Fargo, ND 58103
Office: 701.241.1469 | Fax: 701.241.8110
www.FargoND.gov

May 21, 2026

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

Subject: Bid Award – Project WA2512 – Water Service Line Replacement (Bid 2026-09)

Dear Commissioners:

I am recommending Bid Award for Project WA2512 to Precision Dirtworks, LLC to complete approximately 51 water service line replacements. The bid cost is \$556,065.00. This is a bid award recommendation for our Lead Service Line Replacement (LSLR) program, beginning this summer. Attached is an award recommendation letter from Houston Engineering, a spreadsheet with bid results, and the Notice of Award. We had three (3) bids opened for this project.

Through the North Dakota Drinking Water State Revolving Fund (DWSRF), the City of Fargo will receive 66.5% grant funding for this construction. The remaining 33.5% will be paid through a DWSRF loan with 0.5% interest. Principal and Interest payments may begin in about 2030. LSLR is on the Water Utility Capital Improvement Plan (CIP) and in the Water Utility Financial Model.

Your consideration is greatly appreciated in this matter.

Sincerely,

Troy B. Hall
Water Utility Director

RECOMMENDED MOTION: Approve Bid Award for Project WA2512 to Precision Dirtworks, LLC to complete water service line replacement in the amount of \$556,065.00.



NOTICE OF AWARD
WATER SERVICE REPLACEMENT PROJECT 2026-09
FARGO, ND

May 20th, 2026

Troy Hall
Water Utility Director
City of Fargo Water Treatment Plant

Subject: Water Service Replacement Project 2026-09 Notice of Award

Dear Troy:

Regarding the bids opened on 5/20/2026 for the project known as Water Service Replacement Project 2026-09, please see the attached bid tabulation. The low aggregate bidder was Precision Dirtworks, 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 | Unit Price | PRECISION PLUMBING HEATING AND DIRTYWORKS | | Johnson & Scheck Excavating | | Capital Exteriors | |
|-----------------|-----------|-----------------|---|-----|----------|------------|---|------------|-----------------------------|------------|-------------------|------------|
| | | | | | | | Extension | Unit Price | Extension | Unit Price | Extension | Unit Price |
| Base Bid Items | 1 | SPECIAL | Site Mobilization | EA | 51 | \$1,450.00 | \$507,265.00 | | | | | |
| | 2 | SPECIAL | Public Water Service, Bored or Piled, 1" Dia Water Service | LF | 791 | \$80.00 | \$63,280.00 | \$400.00 | \$30,800.00 | \$414.89 | \$756,890.38 | |
| | 3 | SPECIAL | Private Water Service, Bored or Piled, 1" Dia Water Service | LF | 2016 | \$90.00 | \$181,440.00 | \$170.00 | \$13,450.00 | \$288.94 | \$22,826.26 | |
| | 4 | 1400-PNEX-00010 | Public Water Service, Fall Pipe, 1" Dia Water Service | LF | 202 | \$90.00 | \$18,180.00 | \$170.00 | \$342,720.00 | \$222.26 | \$448,076.16 | |
| | 5 | 1400-PNEX-00010 | Private Water Service, Fall Pipe, 1" Dia Water Service | LF | 202 | \$105.00 | \$21,210.00 | \$1.00 | \$202.00 | \$222.26 | \$44,896.52 | |
| | 6 | 1400-RV20-00010 | Rem & Repl CS & Box, 1" Dia | EA | 3 | \$1,000.00 | \$3,000.00 | \$3,500.00 | \$10,500.00 | \$2,286.71 | \$6,890.13 | |
| | 7 | 1400-SV20-0000 | Eliminate Water Service | EA | 1 | \$7,000.00 | \$7,000.00 | \$4,000.00 | \$4,000.00 | \$996.14 | \$1,872.28 | |
| | 8 | SPECIAL | Connect Water Service to Meter | EA | 1 | \$5,500.00 | \$5,500.00 | \$2,000.00 | \$102,000.00 | \$983.14 | \$49,120.14 | |
| | 9 | SPECIAL | Site Restoration | EA | 51 | \$100.00 | \$5,100.00 | \$97.00 | \$44,370.00 | \$125.95 | \$64,234.50 | |
| | 10 | SPECIAL | Traffic Control | US | 1 | \$1,500.00 | \$1,500.00 | \$2,000.00 | \$2,000.00 | \$5,557.64 | \$5,557.64 | |
| | 11 | 1100-0010-X1001 | Rem & Repl Curb & Gutter | LF | 24 | \$500.00 | \$12,000.00 | \$110.00 | \$2,640.00 | \$134.70 | \$3,232.80 | |
| | 12 | 1200-RV50-00000 | Rem & Repl Pavement, 7" Thick Reinf Conc | SY | 32 | \$1,000.00 | \$32,000.00 | \$120.00 | \$3,840.00 | \$303.76 | \$9,720.32 | |
| | 13 | 1200-AW7C-K0060 | Rem & Repl Sidewalk, 4" Thick Reinf Conc | SY | 90 | \$500.00 | \$45,000.00 | \$110.00 | \$9,900.00 | \$170.40 | \$15,356.00 | |
| | 14 | 2300-AW7C-K0060 | Rem & Repl Driveway, 6" Thick Reinf Conc | SY | 100 | \$750.00 | \$75,000.00 | \$110.00 | \$11,000.00 | \$207.44 | \$20,744.00 | |
| | 15 | 2300-DW7C-K0060 | Sanitary Sewer Service Replacing | EA | 102 | \$130.00 | \$13,260.00 | \$250.00 | \$25,500.00 | \$395.62 | \$36,734.24 | |
| | 16 | SPECIAL | Water Meter Relocation | LF | 256 | \$40.00 | \$10,240.00 | \$50.00 | \$12,750.00 | \$33.45 | \$8,529.75 | |
| | 17 | SPECIAL | Primary Electrical Grounding Systems Installation | EA | 13 | \$1,000.00 | \$13,000.00 | \$950.00 | \$12,350.00 | \$1,020.58 | \$23,667.54 | |
| | 18 | SPECIAL | Reconnection of Water Service Electrical Lumpter Cable | EA | 98 | \$500.00 | \$49,000.00 | \$400.00 | \$15,200.00 | \$507.71 | \$19,292.98 | |
| | 19 | SPECIAL | Power Service Repair | EA | 13 | \$500.00 | \$6,500.00 | \$750.00 | \$9,750.00 | \$895.95 | \$11,647.35 | |
| | 20 | SPECIAL | | EA | 13 | \$500.00 | \$6,500.00 | \$750.00 | \$9,750.00 | \$895.95 | \$11,647.35 | |
| Base Bid Total: | | | | | | | \$556,085.00 | | \$660,772.00 | | \$320,028.00 | |

NOTICE OF AWARD

Date of Issuance:

Owner: City of Fargo, ND

Owner's Project No.: WA2512

Engineer: Houston Engineering, Inc.

Engineer's Project No.: 6059-0211

Project: **Water Service Replacement Project 2026-09**

Bidder: Precision Dirtworks, LLC

Bidder's Address: 1935 4th Ave NW West Fargo, ND 58078

You are notified that the Owner has accepted your Bid dated **[May 20, 2026]** for the above Contract, and that you are the Successful Bidder and are awarded a Contract for:

WATER SERVICE REPLACEMENT PROJECT 2026-09

The Contract Price of the awarded Contract is \$**[556,065.00]**. Contract Price is subject to adjustment based on the provisions of the Contract, including but not limited to those governing changes, Unit Price Work, and Work performed on a cost-plus-fee basis, as applicable.

Three unexecuted counterparts of the Agreement accompany this Notice of Award, and one copy of the Contract Documents accompanies this Notice of Award, or has been transmitted or made available to Bidder electronically.

Drawings will be delivered separately from the other Contract Documents.

You must comply with the following conditions precedent within 15 days of the date of receipt of this Notice of Award:

1. Deliver to Owner **three** counterparts of the Agreement, signed by Bidder (as Contractor).
2. Deliver with the signed Agreement(s) the Contract security (such as required performance and payment bonds) and insurance documentation, as specified in the Instructions to Bidders and in the General Conditions, Articles 2 and 6.

Failure to comply with these conditions within the time specified will entitle Owner to consider you in default, annul this Notice of Award, and declare your Bid security forfeited.

Within 10 days after you comply with the above conditions, Owner will return to you one fully signed counterpart of the Agreement, together with any additional copies of the Contract Documents as indicated in Paragraph 2.02 of the General Conditions.

Owner: City of Fargo, ND

By (signature): _____

Name (printed): _____

Title: _____

Copy: Engineer