

**FARGO CITY COMMISSION AGENDA**  
**Monday, September 15, 2025 - 5:00 p.m.**

City Commission meetings are broadcast live on TV Fargo Channel 56 and online at [www.FargoND.gov/Streaming](http://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](http://www.FargoND.gov/CityCommission).

- A. Pledge of Allegiance.
- B. Roll Call.
- C. Approve Order of Agenda.
- D. Minutes (Regular Meeting, September 2, 2025).

**CONSENT AGENDA – APPROVE THE FOLLOWING:**

- 1. Second Amendment to Purchase Agreement and Earnest Money Contract with Galvanizers, Inc.
- 2. Amendment to Purchase Agreement with ARD Properties, LLC.
- 3. Affirm the language in the Memorandum of Understanding that defers the management and maintenance of the Downtown amenities to the Downtown Community Partnership and BID.
- 4. 2nd reading, waive reading and final adoption of an Ordinance Amending Section 2-0202 of Article 2-02 of Chapter 2 of the Fargo Municipal Code Relating to Election Dates; 1st reading, 9/2/25.
- 5. 2nd reading, waive reading and final adoption an Ordinance Amending Section 2-0205 of Article 2-02 of Chapter 2 of the Fargo Municipal Code Relating to Election Procedures; 1st reading, 9/2/25.
- 6. 2nd reading, waive reading and final adoption of an Ordinance Amending Sections 25-1506, 25-1507 and 25-1508 of Article 25-15 of Chapter 25 of the Fargo Municipal Code Relating to Licensing and Regulating Businesses and Trades; 1st reading, 9/2/25.
- 7. 2nd reading, waive reading and final adoption of an Ordinance Rezoning a Certain Parcel of Land Lying in Brekke 64th Avenue Addition to the City of Fargo, Cass County, North Dakota; 1st reading, 9/2/25.
- 8. Site Authorizations for Games of Chance:
  - a. Fraser Ltd. at Sports Bar.
  - b. North Dakota Horse Park Foundation at Prairie Rose Meadery.
- 9. Applications for Games of Chance:
  - a. Churches United for the Homeless for a raffle on 10/30/25.
  - b. Fargo Davies High School for a raffle on 8/29/25-3/3/2026.
  - c. Fargo Davies High School Theatre for a raffle on 9/26/25-4/19/26.
  - d. Fargo Park District for a raffle on 10/1/25.
  - e. Firstchoice Clinic d/b/a Women's Care Center for bingo on 10/7/25.
  - f. North Dakota Shrine Bowl for a raffle on 12/31/25.

- g. Pink Plaid for a raffle on 10/23/25.
  - h. Sts. Anne & Joachim Catholic Church for a raffle on 11/9/25.
  - i. UND Alumni Association & Foundation for a raffle board on 10/8/25.
- 10. 2026 City Commission meeting dates.
- 11. Recommendation for no monetary incentive program to be included on the project and to include funding in the 2026 Capital Improvement Plan to retain a public relations and marketing firm for Improvement District No. BR-23-A1.
- 12. Change Order No. 2 in the amount of \$3,500.00 for Improvement District No. BR-25-B3.
- 13. Change Order No. 2 in the amount of \$37,188.77 for Improvement District No. PR-24-A1.
- 14. Create Improvement District No. BR-26-A and adopt Resolution of Necessity (Paving and Utility Rehab/Reconstruction).
- 15. Contract and bond for Improvement District No. BN-25-C1.
- 16. Permanent Easement (Bike Trail) with City of Fargo for Use of the Schools aka Fargo Public School District No. 1 (Project No. BR-26-A1).
- 17. Developer Agreement with Brekke Custom Homes, Inc. for Brekke 64th Avenue Addition.
- 18. Revision to the 2026 - 2027 State of North Dakota Flex Funds Project Application.
- 19. Amendment No. 3 with HDR Engineering, Inc. in the amount of \$12,230.00 for Project No. TR-26-A0.
- 20. Pond Construction and Maintenance Agreement (Alex's First Addition) and Permanent Easement (Storm Sewer) with KLC Holdings, LLC and the addition of Project No. VF-25-B1 to the 2025 CIP.
- 21. Resolution Authorizing Sale of Property.
- 22. Change Orders for Fire Station No. 5 Renovation Project:
  - a. No. 4 in the amount of \$18,142.39 (general construction contract).
  - b. No. 2 in the amount of \$3,979.00 (mechanical construction contract).
- 23. License Agreement with The Park District of the City of Fargo.
- 24. ND Department of Transportation State Aid for Public Transit Agreement.
- 25. Bid award to Stone Group Architects for Architectural and Engineering Services at Transit (RFP25215).
- 26. Agreement and Easement (Temporary Pipeline Construction Easement) with Municipal Airport Authority of the City of Fargo.
- 27. Bills.

**REGULAR AGENDA:**

**PUBLIC HEARINGS - 5:05 pm:**

28. **PUBLIC HEARING** – Public Comment on the 2026 Preliminary Budget.
29. Discussion regarding revisions to the Public Comment Policies to align with ND State Law.
30. Recommendation to continue Engagement Services in 2026 and authorize staff to begin outreach for the potential relocation.
31. Applications for Property Tax Exemptions for Improvements Made to Buildings:
  - a. Sherri Mutalipassi (5 years).
  - b. Brian Brockner (5 years).
  - c. Bradley and Stacy Winter (5 years).
  - d. Kevin and Cynthia Liedahl (5 years).
  - e. John and Nancy Lunde (5 years).
  - f. Thomas and Jadin Stromme (5 years).
  - g. Douglas and Nancy Kalk (5 years).
  - h. Shyam Kandel and Jinita Sthapit Kandel (5 years).
  - i. Tracy and Terri Doyle (5 years).
32. Liaison Commissioner Assignment Updates.
33. **PUBLIC COMMENTS (2.5 minutes will be offered for comment with a maximum of 30 minutes total for all public comments. Individuals who would like to address the Commission, whether virtually or in person, must sign-up at [FargoND.gov/VirtualCommission](https://www.fargoND.gov/VirtualCommission)).**


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

Minutes are available on the City of Fargo website at [www.FargoND.gov/CityCommission](https://www.fargoND.gov/CityCommission).

①

## MEMORANDUM

**TO:** Fargo City Commission

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

**DATE:** September 4, 2025

**SUBJECT:** Sale of Landfill Property to Galvanizers – Amendment of Closing Date

---

I'm continuing to work towards the completion of the sale of City of Fargo land to Galvanizers. However, preparation and approval of the plat which is required for the sale has taken longer than expected.

The purchase agreement included a deadline of September 1, 2025 for the closing of the sale. West Fargo is not scheduled to approve the plat until September 8, 2025 so there needs to be an amendment to extend the closing date. An amendment is attached for your consideration.

The new closing deadline is prior to October 15, 2025. We expect the closing to take place September 25, 2025.

### Recommended Motion:

Approve a second amendment to the purchase agreement with Galvanizers, Inc.



**SECOND AMENDMENT TO**  
**PURCHASE AGREEMENT**  
**AND EARNEST MONEY CONTRACT**

This Second Amendment of Purchase Agreement and Earnest Money Contract ("Second Amendment") is entered into as of the 31<sup>st</sup> day of August, 2025 ("Effective Date") between by and between Galvanizers, Inc. (and/or assigns) whose post office address is PO Box 875, West Fargo, ND 58078 hereinafter called "Buyer", and City of Fargo, whose post office address is 225 4<sup>th</sup> Street North, Fargo, ND 58102, hereinafter called "Seller".

**RECITALS:**

**WHEREAS**, the Buyer and Seller entered into a Purchase Agreement and Earnest Money Contract ("Purchase Agreement") effective January 8, 2025, for the purchase by Buyer of certain real property described therein, which Purchase Agreement was amended on April 28<sup>th</sup>, 2025 (the "First Amendment to Purchase Agreement"); and,

**WHEREAS**, the parties wish to further amend the Purchase Agreement, as amended by the First Amendment to Purchase Agreement, to extend the closing date from a deadline of September 1, 2025, and to make other relevant adjustments and updates to its terms;

**NOW, THEREFOR**, Seller and Buyer hereby agree that the Purchase Agreement be amended as follows:

1. Closing Deadline Extended. The deadline for the closing and turnover of possession of the Property, as provided in Section 13 of the Purchase Agreement, is hereby extended from September 1, 2025, to October 15, 2025.

2. The real property to be purchased by Buyer is hereby modified and amended to conform to the Plat of Galvanizer Addition to the City of West Fargo (having been accepted and approved by the City of West Fargo), which consisted of a parcel consisting of 12.257 acres which is also equal to 533,914 square feet and, therefore, the resulting and agreed-upon square footage of the parcel being conveyed by Seller to Buyer shall be said 533,914 square feet and the resulting purchase price to be paid by Buyer to Seller shall be the sum of ONE MILLION ONE HUNDRED NINETY TWO THOUSAND FIVE HUNDRED SEVENTY-NINE AND 29/100ths DOLLARS (\$1,192,579.29), the parties recognizing that the sum of \$100,000 in the form of earnest money has already been remitted by the Buyer and is to be credited toward the purchase price. This provision shall be deemed to satisfy the condition set forth in Section 16(b) of the Purchase Agreement pertaining to the verification of square footage of the Property.

3. Subdivision Plat. As is provided in Section 16(a) of the Purchase Agreement, the Property being conveyed to Buyer by Seller was to be the subject of a subdivision plat, prepared

by Buyer at Buyer's expense, which plat was to be approved by the City of West Fargo and said subdivision plat has been prepared and has been accepted and approved by the City of West Fargo, said plat referred to as the Plat of Galvanizer Addition to the City of West Fargo, recorded with the Office of the Recorder for Cass County, North Dakota as Document Number \_\_\_\_\_.

4. Dedication of Right of Way. The Seller and Buyer hereby recognize and agree that the provision in Section 4 of the First Amendment to the Purchase Agreement, pertaining to certain dedication of right of way related to possible separate purchase agreements between Seller and other parties, is no longer applicable to this Purchase Agreement, as amended, and therefore it is hereby deleted from the purchase agreement between Seller and Buyer and is no longer of any force or effect.

5. Contingency for Benefit of Buyer and Seller. The contingency for the benefit of Buyer and Seller, as set forth in Section 5.a. of the First Amendment to Purchase Agreement is hereby deemed satisfied by Buyer and Seller.

6. Counterparts. As in the Purchase Agreement, this amendment may be executed in counterparts (duplicate originals) with both Seller and Buyer having a fully-executed counterpart.

In all other respects the Purchase Agreement, as amended, shall remain in full force and effect.

IN TESTIMONY WHEREOF, Seller and Buyer have hereunto set their hands the day and year first above written.

**BUYER**  
**Galvanizers, Inc. (and/or assigns)**

Signed by:  
By: Cody Shoman  
DADD6678E3977434

Its: President

**SELLER**  
**City of Fargo**

By: \_\_\_\_\_  
Dr. Tim Mahoney, M.D., Mayor


ATTEST:

\_\_\_\_\_  
Steven Sprague, City Auditor

②

## MEMORANDUM

**TO:** Fargo City Commission

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

**DATE:** September 8, 2025

**SUBJECT:** Sale of Landfill Property to ARD Properties – Amendment of Closing Date

---

Erik Johnson and I are continuing to work towards the completion of the sale of City of Fargo land to ARD Properties. However, relocation of a gas pipeline issues, title concerns and determining an accurate legal description has taken longer than expected.

The purchase agreement included a closing date deadline of October 1, 2025. Title work will not be completed by that date, so an amendment is needed. An amendment is attached for your consideration.

### Recommended Motion:

Approve an amendment to the purchase agreement with ARD Properties.

**AMENDMENT TO**  
**PURCHASE AGREEMENT**

This Amendment of Purchase Agreement ("Amendment") is effective as of September 15, 2025 by and between the City of Fargo, a North Dakota municipal corporation, 225 Fourth Street North, Fargo, North Dakota 58102, hereinafter "Seller", and ARD Properties, LLC, a North Dakota Limited Liability Company, hereinafter "Buyer" of 345 12<sup>th</sup> Ave NE, West Fargo, ND 58078.

**RECITALS:**

**WHEREAS**, the Seller and Buyer entered into a Purchase Agreement ("Purchase Agreement") effective July 24, 2025, for the purchase by Buyer of certain real property described therein; and,

**WHEREAS**, the parties wish to amend the Purchase Agreement to extend the date of the closing and to add related provisions;

**NOW, THEREFOR**, Seller and Buyer hereby agree that the Purchase Agreement be amended as follows:

1. With respect to Section 4.1 of Article 4, pertaining to the Closing Date and Transfer of Possession, the Closing Date is hereby extended from a date no later than October 1, 2025, to a date no later than November 15, 2025, and the Mayor is authorized to enter into an agreement for the further extension of the Closing Date as may be necessary or appropriate; provided, however, that any extension beyond December 31, 2025, shall require approval of the board of city commissioners of the City of Fargo.
2. With respect to Article 5, pertaining to Contingencies, the "First Contingency Deadline" is hereby amended from September 16, 2025, to the Closing Date. This amended First Contingency Deadline shall be applicable to the contingencies for the benefit of Seller and of Buyer.
3. As with the original Agreement, this amendment may be executed in counterparts (duplicate originals) with both Seller and Buyer having a fully executed counterpart.
4. In all other respects, the terms of the Agreement shall be in full force and effect.

[Remainder of Page Blank—Execution Page to Follow]

DATED as of the day and year as set forth above.

SELLER:

City of Fargo,  
a North Dakota municipal corporation

By: \_\_\_\_\_  
Dr. Tim Mahoney, Mayor

BUYER:

ARD Properties, LLC  
a North Dakota limited liability company

By: \_\_\_\_\_  
Trent Duda

Its: President

Attest: \_\_\_\_\_  
City Auditor

Amendment to Purchase Agreement – City of Fargo and ARD Properties, LLC

Execution Page



September 11, 2025

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

Re: Broadway Streetscape – Pedestrian Way - Amenities

Dear Commissioners:

On August 4<sup>th</sup>, the City Commission considered the relocation of downtown amenities, including benches. There was a staff technical report and additional information provided by staff and Downtown Community Partnership Executive Director, Rocky Schneider. At the meeting the City Commission took action to receive and file the Broadway Streetscape Amenities and Pedestrian Way Preliminary Report and defer to the future technical report once completed in mid-September for consideration of relocation of amenities.

Since this meeting, DCP has submitted excerpts of this analysis and report to city staff members. City staff has also reviewed the Downtown InFocus reports and the MOU with DCP to confirm that part of the BID scope of work includes maintenance and management of amenities in Downtown. The Downtown InFocus report highlights the fact that amenities in the ROW (like flags, signage, benches, and trash receptacles) are unique in downtown and are considered “amenities”. Unique to other geographies in the City of Fargo, it is recognized these “amenities” help enhance pedestrian comfort and scale in a walkable vibrant downtown. However, the city staff and resources do not necessarily support the attention to detail that is required and therefore through city resources supports the Business Improvement District and their contractors to provide that level of service and management.

In reviewing the MOU and Downtown InFocus reports, it is recommended by staff that we continue to defer to the DCP’s leadership and authority in managing and maintaining the downtown amenities. Elements of the technical report being completed by their contractor, Confluence, is nearing finalization. Upon completion the Downtown Task Force (Represented by City staff to include Auditors, Public Health, Planning, Police, Public Works and Engineering) will review the operational report for the amenities plan. If additional technical review is needed, the task force will defer to PWPEC for review.

To conclude the discussion from the August 4<sup>th</sup> City Commission meeting, staff is recommending that the City Commission affirm that the maintenance and management authority is granted to the Downtown Community Partnership as they are currently under agreement to oversee the work of the Business Improvement District and this topic is within their scope of work.

**Recommended Motion:**

Affirm the language in the MOU defers the management and maintenance of the downtown amenities to the DCP and BID.

Respectfully Submitted,

Brenda Derrig, PE  
Assistant City Administrator



September 11, 2025

Mayor Tim Mahoney and Members of the Fargo City Commission  
225 4th Street North  
Fargo, ND 58102

Dear Mayor Mahoney and Commissioners,

On behalf of the Downtown Community Partnership (DCP), thank you for your leadership and support as we continue the important work of maintaining and enhancing Broadway, Fargo's signature pedestrian corridor, as well as Downtown as a whole.

As the Commission memo from Assistant City Administrator Brenda Derrig notes, amenities such as benches, signage, and trash receptacles are unique to Downtown Fargo and critical to creating a pedestrian-friendly, vibrant district. The DCP, through the Business Improvement District (BID), is already charged with maintaining these elements, and we welcome the City's affirmation of our authority and responsibility in this area.

Broadway was redeveloped more than 20 years ago, and the value of that investment is without dispute. Today, Broadway Square averages thousands of daily visitors, as a civic anchor, and new patterns of development and activity, the time is right to refresh, maintain, and evaluate the amenities that support Downtown's role as the region's front door.

In our role as administrator of the BID, our mission is clear:

- **Maintain and refresh existing assets** as part of the BID's ongoing work, much like our partnership with the City on the repainting of streetlights currently underway.

- **Enhance the pedestrian experience** by ensuring ADA accessibility, maneuvering space, and comfort for residents, employees, and visitors.
- **Balance amenities in the right-of-way** by expanding public seating in areas beyond Broadway, while prioritizing high-traffic nodes for interactive pedestrian signage and wayfinding.

As our partners at Confluence have shared, *“Wayfinding sits at the intersection of accessibility and placemaking—it is the connective thread that welcomes people, empowers exploration, and shapes first impressions. When thoughtfully integrated it ensures places, such as Downtown Fargo, will remain intuitive and inclusive, inviting all to share in the life and character of the city.”* Regular evaluation and refresh of amenities is a hallmark of best practice in sustainable urban streetscape planning, ensuring spaces reflect contemporary needs and remain a source of pride for the community.

The DCP has worked with Confluence and City staff to develop the data needed to guide operational-level decisions on signage, seating, trash receptacles, and accessibility. We also convened a stakeholder session and invited representatives from the Downtown Neighborhood Association, ACLU, FM Coalition to End Homelessness, Harm Reduction Division, and BID, and continue to review this work monthly with the Downtown Task Force (including Planning, Engineering, Police, Interstate Parking, and Commissioner Strand). This balanced approach ensures that the voices of residents, businesses, and public partners are all represented.

Moving forward, the DCP, BID, Confluence, and City staff will continue to collaborate on the strategic deployment and maintenance of amenities. With your affirmation, we are confident this process will keep Downtown Fargo welcoming, accessible, and vibrant for decades to come.

Respectfully,

Rocky Schneider  
Executive Director  
Downtown Community Partnership



4

OFFICE OF THE CITY ATTORNEY  
FARGO, NORTH DAKOTA

ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE AMENDING SECTION 2-0202 OF ARTICLE 2-02 OF CHAPTER 2, OF  
THE FARGO MUNICIPAL CODE  
RELATING TO ELECTION DATES

WHEREAS, the electorate of the City of Fargo has adopted a home rule charter in accordance with Chapter 40-50.1 of the North Dakota Century Code; and

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

WHEREAS, Section 40-05.1-06(9) of the North Dakota Century Code as amended effective August 1, 2025, no longer provides home rule cities with the power to provide for matters pertaining to city elections.

WHEREAS, Section 40-21-02 of the North Dakota Century Code provides that biennial municipal elections must be held on the second Tuesday in June in each even-numbered year.

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

NOW, THEREFORE,

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

Section 1. Amendment.

Section 2-0202 of Article 2-02 of Chapter 2 of the Fargo Municipal Code is hereby amended to read as follows:

**§2-0202. Elections – When held – Notice – Polls – Judges and inspectors**

Biennial city elections shall be held in the city of Fargo on the same date as the primary election as specified in North Dakota state law in each second Tuesday in June in each even-numbered year. The city elections shall comply with state law and the board of City Commissioners may contract with Cass County for all matters relating to conducting the city election. at such place or places as the board of city commissioners shall designate. Ten days' notice of the time and place of the biennial city election and any special city election, and of the offices to be filled at such election shall be given by the city auditor by publication in the official newspaper of the city.

~~The polls shall be opened and closed as provided by state law for the opening and closing of polls at primary, general, and special elections. For all biennial city elections, the board of city commissioners shall appoint one inspector for each precinct at least 21 days before the election is held, and two judges of election for each precinct at least 10 days before the election is held. For special city elections, the board of city commissioners shall appoint one inspector, and two judges of election for each precinct in the city at least 10 days before the election is held. Each precinct election judge, in either a biennial or a special city election, shall appoint a poll clerk who shall be a qualified elector of the precinct in which he is to serve.~~

Section 2. Effective Date.

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

\_\_\_\_\_  
Dr. Timothy J. Mahoney, M.D., Mayor

Attest:

\_\_\_\_\_  
Steven Sprague, City Auditor

First Reading:  
Second Reading:  
Final Passage:  
Publication:

5

OFFICE OF THE CITY ATTORNEY  
FARGO, NORTH DAKOTA

ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE AMENDING SECTION 2-0205 OF ARTICLE 2-02 OF CHAPTER 2, OF  
THE FARGO MUNICIPAL CODE  
RELATING TO ELECTION PROCEDURES

WHEREAS, the electorate of the City of Fargo has adopted a home rule charter in accordance with Chapter 40-50.1 of the North Dakota Century Code; and

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

WHEREAS, Section 40-05.1-06(9) of the North Dakota Century Code as amended effective August 1, 2025, no longer provides home rule cities with the power to provide for matters pertaining to city elections.

WHEREAS, Section 16.1-01-06.1 of the North Dakota Century Code prohibits the use of approval voting to elect local officials.

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

NOW, THEREFORE,

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

Section 1. Amendment.

Section 2-0205 of Article 2-02 of Chapter 2 of the Fargo Municipal Code is hereby amended to read as follows:

**§2-0205. Election Procedures**

- A. Methodology. City officials will be elected so that each voter may vote for all the as many candidates as there are open seats. the voter approved in each race. The individual receiving the highest number of votes for any office is deemed elected to that office. Candidates receiving the most votes will be elected until all necessary seats are filled in each race.
- B. Ballot instructions. For each race to elect city officials, the instructions on the ballot will instruct voters as to the maximum amount of candidates which a voter may select

~~on the ballot for the specific race. with the directions, "Vote for ALL the names you approve of," with "ALL" being written in the uppercase.~~

- C. Reporting of Results. For each candidate's result in each race, reported vote percentage must be calculated by taking the total number of votes for that candidate divided by the total ballots cast.

Section 2. Effective Date.

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

\_\_\_\_\_  
Dr. Timothy J. Mahoney, M.D., Mayor

Attest:

\_\_\_\_\_  
Steven Sprague, City Auditor

First Reading:  
Second Reading:  
Final Passage:  
Publication:

OFFICE OF THE CITY ATTORNEY  
FARGO, NORTH DAKOTA

ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE AMENDING SECTIONS 25-1506, 25-1507, AND 25-1508  
OF ARTICLE 25-15 OF CHAPTER 25 OF THE  
FARGO MUNICIPAL CODE RELATING TO LICENSING  
AND REGULATING BUSINESSES AND TRADES

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

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

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

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

NOW, THEREFORE,

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

Section 1. Amendment.

Section 25-1506, of Article 25-15, of Chapter 25, of the Fargo Municipal Code, is  
amended as follows:

25-1506. – Licenses – Classifications.

\*\*\*

EE. A “Class B Annexation” license shall authorize the licensee to sell “off-sale”  
only, subject to the following terms and conditions:

1. A “Class B Annexation” license may be issued only to persons who have  
secured a license, including a conditional license, to sell alcohol from the

OFFICE OF THE CITY ATTORNEY  
FARGO, NORTH DAKOTA

ORDINANCE NO. \_\_\_\_\_

licensing jurisdiction prior to the city of Fargo annexation process completion.

2. The property on which the applicant seeks to operate the licensed premises must be in possession or control, including but not limited to an executed purchase agreement or lease, of the entity, related entity, or person eligible to seek a "Class B Annexation" license prior to the resolution of annexation.
3. The annexed property on which the "Class B Annexation" license is intended to be located must be properly zoned and platted upon annexation.
4. The "Class B Annexation" license issued hereunder shall remain at the same geographic location approved for a period of not less than ten (10) years from the date of commencement of liquor sales.
5. A "Class B Annexation" license may not be combined with an "on-sale" license of any category.
6. The physical layout of any establishment seeking a license hereunder shall be subject to the approval of the board of city commissioners and must comply with all licensing requirements, including but not limited to the requirements stated in Fargo Municipal Code § 25-1508(E).
7. All terms and conditions of the "Class B-Limited" and "Class B" licenses shall apply to the license issuance of a "Class B Annexation" license, however, that in the event the provisions should conflict with this section, provisions of this section shall prevail.
8. The initial fee for a "Class B Annexation" license as well as the annual renewal fee shall be set forth in city ordinance.
9. The initial issuance of a "Class B Annexation" license shall consider all of the factors set forth in Fargo Municipal Code § 25-1508.
10. A "Class B Annexation" license shall be non-transferable. In the event the holder of the "Class B Annexation" license shall cease operations, the license shall revert to the City.

Section 2. Amendment.

Section 25-1507, of Article 25-15, of Chapter 25, of the Fargo Municipal Code, is amended as follows:

25-1507. – Licenses – Fees.

A. Initial Issuance Fee—

OFFICE OF THE CITY ATTORNEY  
FARGO, NORTH DAKOTA

ORDINANCE NO. \_\_\_\_\_

Class B Annexation--\$90,000

B. Annual fees shall be payable at the beginning of the license year as follows:

Class B Annexation--\$1,400

Section 3. Amendment.

Section 25-1508, of Article 25-15, of Chapter 25, of the Fargo Municipal Code, is amended as follows:

25-1508. – Issuance and transfer of licenses – Restrictions—Hearing required.

(F)—The number of licenses which may be issued by the board of city commissioners shall be limited as follows:

30. Class B Annexation—No Limit

Section 4. Penalty.

A person who violates any section within Fargo Municipal Code Article 25-15 unless otherwise identified shall be deemed to have committed an infraction and shall be punished as provided in Section 1-0301 of the Fargo Municipal Code, as may be amended from time to time.

Section 5. Effective Date.

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

\_\_\_\_\_  
Timothy J. Mahoney, M.D., Mayor

Attest:

\_\_\_\_\_  
Steven Sprague, City Auditor

First Reading:  
Second Reading and Final Passage:  
Publication:

OFFICE OF THE CITY ATTORNEY  
FARGO, NORTH DAKOTA

7

ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE REZONING A CERTAIN PARCEL  
OF LAND LYING IN BREKKE 64<sup>TH</sup> AVENUE ADDITION  
TO THE CITY OF FARGO, CASS COUNTY, NORTH DAKOTA

WHEREAS, the Fargo Planning Commission and the Board of City Commissioners of the City of Fargo have held hearings pursuant to published notice to consider the rezoning of a certain parcel of land lying in Brekke 64<sup>th</sup> Avenue Addition to the City of Fargo, Cass County, North Dakota; and,

WHEREAS, the Fargo Planning Commission recommended approval of the rezoning request on April 1, 2025; and,

WHEREAS, the rezoning changes were approved by the City Commission on September 2, 2025,

NOW, THEREFORE,

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

Section 1. The following described property:

All of Brekke 64th Addition to the City of Fargo, Cass County, North Dakota;  
is hereby rezoned from "SR-2", Single-Dwelling Residential, District to "SR-4", Single-Dwelling Residential, District.

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



OFFICE OF THE CITY ATTORNEY  
FARGO, NORTH DAKOTA

ORDINANCE NO. \_\_\_\_\_

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

\_\_\_\_\_  
Dr. Timothy J. Mahoney, M.D., Mayor

(SEAL)

Attest:

\_\_\_\_\_  
Steve Sprague, City Auditor

First Reading:  
Second Reading:  
Final Passage:



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

*Sam*

G - \_\_\_\_\_ (\_\_\_\_\_) \_\_\_\_\_  
Site License Number  
(Attorney General Use Only)

Full, Legal Name of Gaming Organization

**Fraser Ltd.**

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

Name of Location

**Sports Bar**

Street

**619 NP Ave**

City

**Fargo**

ZIP Code

**58102**

County

**Cass**

Beginning Date(s) Authorized

**9/16/25**

Ending Date(s) Authorized

**6.30.26**

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)

**Gaming is authorized in all common areas with the exception of public 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)



Bingo



Club Special



Sports Pools



**ELECTRONIC** Quick Shot Bingo



Tip Board



Twenty-One



Raffles



Seal Board



Poker



**ELECTRONIC** 50/50 Raffle



Punchboard



Calcuttas



Pull Tab Jar



Prize Board



Paddlewheel with Tickets



Pull Tab Dispensing Device



Prize Board Dispensing Device



Paddlewheel Table



**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

**9/15/25**

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

**Steven Sprague/City Auditor**

**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)

86

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

Prairie Rose Meadery

Street

3101 39th St S Suite E

City

Fargo

ZIP Code

58104

County

Cass

Beginning Date(s) Authorized

9/16/25

Ending Date(s) Authorized

6/30/26

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)

West wall near bar area

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

**RESTRICTIONS FOR CITY/COUNTY USE ONLY**

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

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

☐

Bingo

☐

Club Special

☐

Sports Pools

☐

**ELECTRONIC** Quick Shot Bingo

☐

Tip Board

☐

Twenty-One

☐

Raffles

☐

Seal Board

☐

Poker

☐

**ELECTRONIC** 50/50 Raffle

☐

Punchboard

☐

Calcuttas

☐

Pull Tab Jar

☐

Prize Board

☐

Paddlewheel with Tickets

☐

Pull Tab Dispensing Device

☐

Prize Board Dispensing Device

☐

Paddlewheel Table

☒

**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

9/15/25

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

Steven Sprague/City Auditor

**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



## APPLICATION FOR A LOCAL PERMIT OR RESTRICTED EVENT PERMIT

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

9a

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

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

## ORGANIZATION INFO

Name of Organization or Group <b>Churches United for the Homeless</b>		Dates of Activity (Does not include dates for the sales of tickets) <b>10/30/2025</b>	
Organization or Group Contact Person <b>Stephanie Ressler</b>	E-mail <b>stephanier@churches-united.org</b>	Telephone Number <b>218-656-7495</b>	
Business Address <b>1901 1st Ave N</b>	City <b>Moorhead</b>	State <b>MN</b>	ZIP Code <b>56560</b>
Mailing Address (if different)	City	State	ZIP Code

## SITE INFO

Site Name <b>Dakota Medical Foundation</b>		County <b>Cass County</b>	
Site Physical Address <b>4321 20th Ave South</b>	City <b>Fargo</b>	State <b>ND</b>	ZIP Code <b>58103</b>
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.) <b>10/30/2025 and this is a one time event</b>			

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

Game Type	Description of Prize	Exact Retail Value of Prize
Raffle	hotel stay, personal chef, gourmet soup bowls, mower, grill, park passes, etc.	Everything will be under the \$50
	I will send an updated list with amounts when have finalized with the donors.	
Total (limit \$50,000 per year)		\$

## ADDITIONAL REQUIRED INFORMATION

Intended Uses of Gaming Proceeds <b>General Operations of Churches United</b>	
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) <input type="checkbox"/> Yes <input checked="" type="checkbox"/> 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) <input type="checkbox"/> Yes <input checked="" type="checkbox"/> 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) <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes - Total Retail Value: <input type="text"/> (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.) <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	

Printed Name of Organization Group's Permit Organizer <b>Stephanie Ressler</b>	Telephone Number <b>218-656-7540</b>	E-mail Address <b>stephanier@churches-united.org</b>
Signature of Organization Group's Permit Organizer 	Title <b>Development Director</b>	Date <b>9/2/2025</b>



# APPLICATION FOR A LOCAL PERMIT OR RESTRICTED EVENT PERMIT

Page 25 NORTH DAKOTA OFFICE OF ATTORNEY GENERAL  
GAMING DIVISION  
SFN 9338 (8-2025)

(96) Rec'd 8/28/25 1:40

Applying for (check one)

☒ Local Permit ☐ Restricted Event Permit\*

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

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

\*See Instruction 2 (f) on Page 2. Poker, Twenty-One, and Paddlewheels may be conducted Only with a Restricted Event Permit. Only one permit per year.

LOCAL PERMIT RAFFLES MAY NOT BE CONDUCTED ONLINE AND CREDIT CARDS MAY NOT BE USED FOR WAGERS

## ORGANIZATION INFO

Name of Organization or Group Fargo Davies High School		Dates of Activity (Does not include dates for the sales of tickets)	
Organization or Group Contact Person Kim Williams	E-mail Kimmerw22@hotmail.com	Telephone Number 701-361-2128	
Business Address 7150 25th St S	City Fargo	State ND	ZIP Code 58104
Mailing Address (if different)	City	State	ZIP Code

## SITE INFO

Site Name Davies High School Stadium	County Cass		
Site Physical Address 7150 25th St 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.) Home Football games 8/29, 9/19, 9/26, 10/17, 10/24, 10/31, 11/7 2025 Home Basketball games every Tuesday and Friday from December 9, 2025 thru 3/3/2026			

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

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

## ADDITIONAL REQUIRED INFORMATION

Intended Uses of Gaming Proceeds Food, travel expenses for respective teams
Does the organization presently have a state gaming license? (If yes, the organization is not eligible for a local permit or restricted event permit and should call the Office of Attorney General at 1-800-326-9240) <input type="checkbox"/> Yes <input checked="" type="checkbox"/> 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) <input type="checkbox"/> Yes <input checked="" type="checkbox"/> 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) <input checked="" type="checkbox"/> No <input checked="" type="checkbox"/> 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.) <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No

Printed Name of Organization Group's Permit Organizer Kim Williams	Telephone Number 701-361-2128	E-mail Address Kimmerw22@hotmail.com
Signature of Organization Group's Permit Organizer	Title Parent	Date 8/28/2025



# APPLICATION FOR A LOCAL PERMIT OR RESTRICTED EVENT PERMIT

NORTH DAKOTA OFFICE OF ATTORNEY GENERAL

GAMING DIVISION

SFN 9338 (8-2025)

90

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 <b>FARGO Davies Theatre</b>		Dates of Activity (Does not include dates for the sales of tickets) <b>2025-26 school year</b>	
Organization or Group Contact Person <b>Liz Hannig</b>	E-mail <b>misslizcmc@gmail.com</b>	Telephone Number <b>701-561-9461</b>	
Business Address <b>7150 25th St S</b>	City <b>Fargo</b>	State <b>ND</b>	ZIP Code <b>58104</b>
Mailing Address (if different)	City	State	ZIP Code

**SITE INFO**

Site Name <b>Davies High School</b>		County <b>Cass</b>	
Site Physical Address <b>7150 25th St S</b>	City <b>Fargo</b>	State <b>ND</b>	ZIP Code <b>58104</b>
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.) <b>one 50/50 raffle each night of our mainstage productions: 9/26/2025, 11/20/2025, 11/21/2025, 11/22/2025, 11/23/2025, 12/5/2025/12/6/2025, 4/16/2026, 4/17/2026, 4/18/2026, 4/19/2026</b>			

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

Game Type	Description of Prize	Exact Retail Value of Prize
	<b>50/50</b>	
Total (limit \$50,000 per year)		\$

**ADDITIONAL REQUIRED INFORMATION**

Intended Uses of Gaming Proceeds <b>enhance Spring musical and help cover cost to make Mary Poppins Fly</b>	
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) <input type="checkbox"/> Yes <input checked="" type="checkbox"/> 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) <input type="checkbox"/> Yes <input checked="" type="checkbox"/> 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) <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes - Total Retail Value: <b>\$1583</b> (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.) <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	

Printed Name of Organization Group's Permit Organizer <b>Elizabeth A Hannig</b>	Telephone Number <b>701-561-9461</b>	E-mail Address <b>misslizcmc@gmail.com</b>
Signature of Organization Group's Permit Organizer 	Title <b>Lead Parent Volunteer</b>	Date <b>9/4/2025</b>



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

9d

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

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

**ORGANIZATION INFO**

Name of Organization or Group		Dates of Activity (Does not include dates for the sales of tickets)	
Fargo Park District		10/01/25	
Organization or Group Contact Person		E-mail	Telephone Number
Katelin Madsen		kmadsen@fargoparks.com	8016388455
Business Address		City	State ZIP Code
6100 38th St S		Fargo	ND 58104
Mailing Address (if different)		City	State ZIP Code
6100 38th St S		Fargo	ND 58104

**SITE INFO**

Site Name		County	
Holiday Inn			
Site Physical Address		City	State ZIP Code
3803 13th Ave S		Fargo	ND 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.)			
Heads and Tails paddle game during our NDRPA Awards Banquet on 10/01/25			

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

Game Type	Description of Prize	Exact Retail Value of Prize
Heads and Tails	50% of money raised	
Total (limit \$50,000 per year)		\$

**ADDITIONAL REQUIRED INFORMATION**

Intended Uses of Gaming Proceeds	
Scholarships for kids	
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)	
<input type="checkbox"/> Yes <input checked="" type="checkbox"/> 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)	
<input type="checkbox"/> Yes <input checked="" type="checkbox"/> 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)	
<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes - Total Retail Value: <input type="text"/> (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.)	
<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	

Printed Name of Organization Group's Permit Organizer	Telephone Number	E-mail Address
Katelin Madsen	8016388455	kmadsen@fargoparks.com
Signature of Organization Group's Permit Organizer	Title	Date
	Event Supervisor	9/10/25





**APPLICATION FOR A LOCAL PERMIT OR RESTRICTED EVENT PERMIT**  
 NORTH DAKOTA OFFICE OF ATTORNEY GENERAL  
 GAMING DIVISION  
 SFN 9338 (9-2023)

9e

Applying for (check one)

<input checked="" type="checkbox"/> Local Permit	<input type="checkbox"/> Restricted Event Permit*
Games to be conducted	<input type="checkbox"/> Raffle by a Political or Legislative District Party
<input checked="" type="checkbox"/> Bingo	<input type="checkbox"/> Raffle
<input type="checkbox"/> Raffle Board	<input type="checkbox"/> Calendar Raffle
<input type="checkbox"/> Sports Pool	<input type="checkbox"/> Poker*
<input type="checkbox"/> Twenty-One*	<input type="checkbox"/> Paddlewheels*

\*See Instruction 2 (f) on Page 2. Poker, Twenty-One, and Paddlewheels may be conducted Only with a Restricted Event Permit. Only one permit per year.

**LOCAL PERMIT RAFFLES MAY NOT BE CONDUCTED ONLINE AND CREDIT CARDS MAY NOT BE USED FOR WAGERS**

**ORGANIZATION INFO**

Name of Organization or Group FIRSTCHOICE CLINIC dba WOMEN'S CARE CENTER		Dates of Activity (Does not include dates for the sales of tickets) TUESDAY, OCTOBER 7	
Organization or Group Contact Person Mona Franck	E-mail mona@wccnd.com	Telephone Number 701-237-5902	
Business Address 103 University Dr N	City Fargo	State ND	ZIP Code 58102
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.) 10/7/2025 1 time only			

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

Game Type	Description of Prize	Exact Retail Value of Prize
	List of prizes is attached	
Total (limit \$40,000 per year)		\$ 36,847.00

**ADDITIONAL REQUIRED INFORMATION**

Intended Uses of Gaming Proceeds Provide services to women facing unplanned pregnancies and services to families needing support.	
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) <input type="checkbox"/> Yes <input checked="" type="checkbox"/> 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) <input type="checkbox"/> Yes <input checked="" type="checkbox"/> 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) <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes - Total Retail Value: (This amount is part of the total prize limit for \$40,000 per fiscal year)	
Is the organization or group a state political party or legislative district party? (If yes, the organization or group may only conduct a raffle and must complete SFN 52880 "Report on a Restricted Event Permit" within 30 days of the event. Net proceeds may be for political purposes.) <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	

Printed Name of Organization Group's Permit Organizer Mona Franck	Telephone Number 701-237-5902	E-mail Address mona@wccnd.com
Signature of Organization Group's Permit Organizer Mona Franck	Title Office Manager	Date 9/8/2025





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

9f

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

\*See Instruction 2 (f) on Page 2. Poker, Twenty-One, and Paddlewheels may be conducted Only with a Restricted Event Permit. Only one permit per year.

**LOCAL PERMIT RAFFLES MAY NOT BE CONDUCTED ONLINE AND CREDIT CARDS MAY NOT BE USED FOR WAGERS**

**ORGANIZATION INFO**

Name of Organization or Group <b>North Dakota Shrine Bowl</b>		Dates of Activity (Does not include dates for the sales of tickets) <b>12/31/2025</b>	
Organization or Group Contact Person <b>Jason Kaufman</b>		E-mail <b>jrhkaufman@gmail.com</b>	
Telephone Number <b>812-240-4826</b>			
Business Address <b>1429 3rd St N</b>	City <b>Fargo</b>	State <b>ND</b>	ZIP Code <b>58102</b>
Mailing Address (if different)	City	State	ZIP Code

**SITE INFO**

Site Name <b>El Zagal Shrine</b>		County <b>Cass</b>	
Site Physical Address <b>1429 3rd St N</b>	City <b>Fargo</b>	State <b>ND</b>	ZIP Code <b>58102</b>
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.) <b>12/31/2025</b>			

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

Game Type	Description of Prize	Exact Retail Value of Prize
Raffle	Vacation package	3,995.00
Total (limit \$50,000 per year)		\$ 3,995.00

**ADDITIONAL REQUIRED INFORMATION**

Intended Uses of Gaming Proceeds <b>All proceeds will be donated to Shriners Children's as the sole recipient of North Dakota Shrine Bowl</b>	
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) <input type="checkbox"/> Yes <input checked="" type="checkbox"/> 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) <input type="checkbox"/> Yes <input checked="" type="checkbox"/> 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) <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes - Total Retail Value: <input type="text"/> (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.) <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	

Printed Name of Organization Group's Permit Organizer <b>Jason Kaufman</b>	Telephone Number <b>812-240-4826</b>	E-mail Address <b>jrhkaufman@gmail.com</b>
Signature of Organization Group's Permit Organizer	Title <b>Chairman</b>	Date <b>9/12/2025</b>



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

*9/8*

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 <b>Pink Plaid I</b>		Dates of Activity (Does not include dates for the sales of tickets) <b>10/23/2025</b>	
Organization or Group Contact Person <b>Chris Myrvold</b>	E-mail <b>chris@pinkplaid.org</b>	Telephone Number <b>7013067767</b>	
Business Address <b>300 25th Ave E</b>	City <b>West Fargo</b>	State <b>ND</b>	ZIP Code <b>58078</b>
Mailing Address (if different)	City	State	ZIP Code

**SITE INFO**

Site Name <b>Brewhalla - 2nd Floor</b>		County <b>Clay</b>	
Site Physical Address <b>1702 1st Ave N</b>	City <b>Fargo</b>	State <b>ND</b>	ZIP Code <b>58102</b>
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.) <b>One-Time Raffle 10/23/2025</b>			

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

Game Type	Description of Prize	Exact Retail Value of Prize
<b>Raffle</b>	<b>Diamond Jewelry</b>	<b>\$2500</b>
Total (limit \$50,000 per year)		\$

**ADDITIONAL REQUIRED INFORMATION**

Intended Uses of Gaming Proceeds <b>100% of profits raised at Bras Off Broadway will go to women in the F-M area battling breast cancer.</b>	
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) <input type="checkbox"/> Yes <input checked="" type="checkbox"/> 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) <input type="checkbox"/> Yes <input checked="" type="checkbox"/> 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) <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes - Total Retail Value: <input type="text"/> (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.) <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	

Printed Name of Organization Group's Permit Organizer <b>Chris Myrvold</b>	Telephone Number <b>7013067767</b>	E-mail Address <b>chris@pinkplaid.org</b>
Signature of Organization Group's Permit Organizer <i>Chris Myrvold</i>	Title <b>President</b>	Date <b>9/8/2025</b>



# APPLICATION FOR A LOCAL PERMIT OR RESTRICTED EVENT PERMIT

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

9h ✓

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 Sts. Anne + Joachim Catholic Church		Dates of Activity (Does not include dates for the sales of tickets) 11/9/25	
Organization or Group Contact Person Jenn Hulstein	E-mail jhulstein@stsaaj.org	Telephone Number 701-235-5757	
Business Address 5202 25th St. S	City Fargo	State ND	ZIP Code 58104
Mailing Address (if different)	City	State	ZIP Code

## SITE INFO

Site Name Sts Anne + Joachim Catholic Church		County Cass	
Site Physical Address 5202 25th St. 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.) 11/9/25			

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

Game Type	Description of Prize	Exact Retail Value of Prize
Raffle	1st - \$8,000; 2nd - \$6,000; 3rd - \$4,000; 4th + 5th - \$1,000 each 6th - 10th - \$500 each	\$22,500.00
Total (limit \$50,000 per year)		\$22,500.00

## ADDITIONAL REQUIRED INFORMATION

Intended Uses of Gaming Proceeds Building Improvements
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) <input type="checkbox"/> Yes <input checked="" type="checkbox"/> 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) <input type="checkbox"/> Yes <input checked="" type="checkbox"/> 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) <input checked="" type="checkbox"/> No <input type="checkbox"/> 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.) <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No

Printed Name of Organization Group's Permit Organizer Jenn Hulstein	Telephone Number 701-235-5757	E-mail Address jhulstein@stsaaj.org
Signature of Organization Group's Permit Organizer <i>Jenn Hulstein</i>	Title Business Manager	Date 9/8/25



# APPLICATION FOR A LOCAL PERMIT OR RESTRICTED EVENT PERMIT

NORTH DAKOTA OFFICE OF ATTORNEY GENERAL

GAMING DIVISION

SFN 9338 (8-2025)

91 ✓

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 <b>UND Alumni Association &amp; Foundation</b>		Dates of Activity (Does not include dates for the sales of tickets) <b>October 8 2025</b>	
Organization or Group Contact Person <b>Ellie Johnson</b>	E-mail <b>EllieJ@undalumni.net</b>	Telephone Number <b>701-777-6943</b>	
Business Address <b>3501 University Avenue Stop 8157</b>	City <b>Grand Forks</b>	State <b>ND</b>	ZIP Code <b>58202</b>
Mailing Address (if different)	City	State	ZIP Code

## SITE INFO

Site Name <b>Suite Shots</b>		County <b>Cass</b>	
Site Physical Address <b>3400 James Way S</b>	City <b>Fargo</b>	State <b>ND</b>	ZIP Code <b>58104</b>
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.) <b>Raffle Board occurring on October 8th 2025</b>			

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

Game Type	Description of Prize	Exact Retail Value of Prize
<b>Raffle Board</b>	<b>50/50 Drawing - Cash</b>	<b>500</b>
Total (limit \$50,000 per year)		\$ <b>500.00</b>

## ADDITIONAL REQUIRED INFORMATION

Intended Uses of Gaming Proceeds <b>To benefit Athletic Scholarships &amp; Awards at the University of North Dakota</b>	
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) <input type="checkbox"/> Yes <input checked="" type="checkbox"/> 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) <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
Has the organization or group received a local permit from any city or county for the fiscal year July 1 - June 30 (If yes, indicate the total retail value of all prizes previously awarded) <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes - Total Retail Value: <b>500</b> (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.) <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	

Printed Name of Organization Group's Permit Organizer <b>Kristie Hunt</b>	Telephone Number <b>701-777-6679</b>	E-mail Address <b>Kristieh@undalumni.net</b>
Signature of Organization Group's Permit Organizer 	Title <b>Controller</b>	Date <b>9/2/2025</b>



(10)

**TO: BOARD OF CITY COMMISSIONERS**

**FROM: EXECUTIVE ASSISTANT KEMBER ANDERSON**

**DATE: SEPTEMBER 15, 2025**

**SUBJECT: MEETING SCHEDULE FOR 2026**

I am proposing the following schedule for City Commission meetings for calendar year 2026 (please note, if a Monday meeting day falls on a holiday, the meeting will be held on Tuesday).

January 5 and 20 (Tuesday)

February 2 and 17 (Tuesday)

March 2, 16 and 30

April 13 and 27

May 11 and 26 (Tuesday)

June 8 and 22

July 6 and 20

August 3, 17 and 31

September 14 and 28

October 12 and 26

November 9 and 23

December 7 and 21

**RECOMMENDED MOTION:** To approve the 2026 City Commission meeting schedule as outlined above.

## PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

Improvement District No. BR-23-A1

Type: Incentive/Disincentives

Location: Main Avenue, 25<sup>th</sup> St S -- University Dr S

Date of Hearing: 9/8/2025

Routing

City Commission

PWPEC File

Project File

Date9/15/2025XJason Leonard

The Committee reviewed a communication from City staff regarding recommendations for the Main Avenue reconstruction project, including the consideration of a traditional monetary incentive for the Contractor. Following evaluation, staff recommended that a monetary incentive not be pursued due to the project's complexity, scope, and associated risks with compressing the schedule.

The project will impact numerous businesses along Main Avenue, particularly those with access only through the active construction zone. To support these businesses, staff recommends additional outreach strategies beyond the standard NDDOT communications process. Recommended measures include contracting with a public relations and marketing firm to assist with targeted business communication, informing the public of access routes, coordinating with the City and NDDOT communications teams, and implementing ongoing engagement strategies to support impacted businesses during construction.

On a motion by Nicole Crutchfield, seconded by Brenda Derrig, the Committee voted to recommend approval of:

1. That no monetary incentive program be included for this project.
2. That staff include funding in the 2026 Capital Improvement Plan (CIP) to retain a public relations and marketing firm to assist with enhanced business outreach and support strategies during construction.

RECOMMENDED MOTION

Concur with the recommendations of PWPEC as stated above.

PROJECT FINANCING INFORMATION:

Recommended source of funding for project: Street Sales Tax

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

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

COMMITTEE

Tim Mahoney, Mayor  
 Nicole Crutchfield, Director of Planning  
 Gary Lorenz, Fire Chief  
 Brenda Derrig, Assistant City Administrator  
 Ben Dow, Director of Operations  
 Steve Sprague, City Auditor  
 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 checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Nathan Boerboom
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	

ATTEST:

Nathan Boerboom, P.E.  
 Assistant City Engineer

# Memorandum

**To:** Members of PWPEC  
**From:** Jason Leonard, Division Engineer  
**Date:** September 2, 2025  
**Re:** Improvement District No. BR-23-A1 - Incentives/Disincentives & Business Outreach Support - Main Avenue Reconstruction (25<sup>th</sup> Street South to University Drive South)

---

## **Background:**

The City, in partnership with the North Dakota Department of Transportation (NDDOT), is preparing for the full reconstruction of Main Avenue between 25th Street South and University Drive South. The project will include complete reconstruction of the roadway pavement, as well as replacement of the sanitary sewer, storm sewer, water main, traffic signals, street lighting, and sidewalks.

The project is scheduled for bid opening through the NDDOT in early 2026, with substantial completion anticipated in fall 2027. The total project length is approximately one mile and the current estimated construction cost is \$29.8 million.

One of the primary challenges associated with this project is the limited availability of secondary access to properties adjacent to Main Avenue. This is especially true for businesses located along the north side of the corridor, where no alternate routes are available. As a result, customers will be required to travel through the active construction zone to access these businesses during construction.

To address this challenge and to ensure the safety of both the traveling public and construction workers, City staff have been working closely with the NDDOT and the project's design engineers to develop a construction sequencing plan. The plan emphasizes maintaining access to businesses and minimizing disruptions while coordinating construction activities as efficiently as possible.

---

## **Evaluation of Incentive Structures:**

As part of the development of the construction sequencing plan, the design team evaluated several monetary incentive alternatives that could be offered to the Contractor to encourage accelerated completion of the construction. Options considered included interim milestone incentives, yearly completion incentives, and an overall project completion incentive. Of these, the only potentially practical option was requiring the entire project to be completed within a single construction season.

After further evaluation, the design team concluded that completing the project within a single construction season is not feasible. The scale and complexity of the work require a longer timeline, and attempting to accelerate the schedule would result in the significant risks for the City, NDDOT, and the Contractor.

Based on this evaluation, it is being recommended that no monetary incentive program be developed for this project.

---

### **Business Outreach Support**

The NDDOT has an established communication and outreach process for major urban reconstruction projects. This process typically includes developing a project-specific website, utilizing paid advertising and press releases, issuing radio and television announcements, conducting door-to-door outreach, distributing project newsletters, and coordinating with the City's communications team.

Given the unique circumstances of this project, where many businesses will only be accessible through the active construction zone, staff recommends implementing additional outreach measures beyond the standard NDDOT process. These efforts would provide more targeted communication to affected businesses and their customers to ensure continued access and support during construction.

To assist with developing and carrying out these enhanced measures, staff recommends including funding in the 2026 Capital Improvement Plan (CIP) to contract with a public relations and marketing firm. This firm would help determine the most effective strategies for informing the public on how to access businesses impacted by the Main Avenue reconstruction.

---

### **Recommended Motions:**

Staff recommends the following actions:

1. That no monetary incentive program be included for this project based on the evaluation of alternatives and associated risks.
2. That staff coordinate with NDDOT communications team and include funding in the 2026 Capital Improvement Plan (CIP) to retain a public relations and marketing firm to assist with enhanced business outreach and support strategies during construction.

JTL/klb



## PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

(12)

Improvement District No. BR-25-B3

Type: Change Order #2

Location: 9<sup>th</sup> Ave S, 8<sup>th</sup> – 5<sup>th</sup> St; 7<sup>th</sup> St S, 10<sup>th</sup> – 9<sup>th</sup> Ave;  
6<sup>th</sup> St S, 10<sup>th</sup> – 9<sup>th</sup> Ave

Date of Hearing: 9/8/2025

RoutingCity Commission  
PWPEC File  
Project File

Date
9/15/2025
X
Aaron Edgar

The Committee reviewed a communication from Project Manager, Aaron Edgar, regarding Change Order #2 in the amount of \$3,500.00 for additional work.

Staff is seeking approval of Change Order #2 in the amount of \$3,500.00, which increases the total contract amount to \$2,240,716.02.

On a motion by Steve Sprague, seconded by Brenda Derrig, the Committee voted to recommend approval of Change Order #2 to KPH, Inc.

RECOMMENDED MOTION

Concur with the recommendations of PWPEC and approve Change Order #2 in the amount of \$3,500.00, bringing the total contract amount to \$2,240,716.02 to KPH, Inc.

PROJECT FINANCING INFORMATION:

Recommended source of funding for project: WW, Water, Storm, Traffic/St Lt, Sales Tax & Special Assessments

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

Yes	No
	N/A
	N/A
	N/A


COMMITTEE

Tim Mahoney, Mayor  
Nicole Crutchfield, Director of Planning  
Gary Lorenz, Fire Chief  
Brenda Derrig, Assistant City Administrator  
Ben Dow, Director of Operations  
Steve Sprague, City Auditor  
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 checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Nathan Boerboom
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	

ATTEST:

C: Kristi Olson

  
Nathan Boerboom, P.E.  
Assistant City Engineer

## Memorandum

**To:** Members of PWPEC  
**From:** Aaron Edgar, Project Manager  
**Date:** September 3, 2025  
**Re:** Improvement District No. BR-25-B3 – Change Order #2

---

### **Background:**

Improvement District BR-25-B3 is for the Paving and Utility Rehab/Reconstruction of 9<sup>th</sup> Avenue South from 8<sup>th</sup> Street to 5<sup>th</sup> Street, on 7<sup>th</sup> Street South from 10<sup>th</sup> Avenue to 9<sup>th</sup> Avenue, and on 6<sup>th</sup> Street South from 10<sup>th</sup> Avenue to 9<sup>th</sup> Avenue.

KPH, Inc. is the Prime Contractor for this project.

The attached Change Order in the amount of \$3,500.00 (0.16% of the original contract), which increases the total contract amount to \$2,240,716.02, is for additional work as shown on Change Order #2.

### **Change Order #2:**

- 1.) During construction, it was discovered that the existing 8" sanitary sewer pipe extending east from Manhole SS-2 was approximately 3 feet higher in elevation than anticipated. To comply with engineering design requirements, the Contractor modified manhole SS-2 and installed an external drop structure. The total contract price adjustment for this work is \$3,500.00.

### **Recommended Motion:**

Approve Change Order #2 in the amount of \$3,500.00.



CHANGE ORDER REPORT

PAVING AND UTILITY REHAB/RECONSTRUCTION

IMPROVEMENT DISTRICT NO. BR-25-B3

9TH AVENUE SOUTH FROM 5TH STREET TO 8TH STREET, 6TH STREET SOUTH FROM 9TH AVENUE TO 10TH AVENUE, 7TH STREET SOUTH FROM 9TH AVENUE TO 10TH AVENUE.

Change Order No  
Contractor

2  
KPH, Inc.

Change Order Date

9/2/2025

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

EXPLANATION OF CHANGE      Change Order # 2

This change order is for modifying Sanitary Sewer MH-2 and installing an outside drop.

Section	Line No	Item Description	Unit	Orig Cont		Prev C/O		Prev Cont		Curr C/O		Tot Cont		Unit Price		C/O Ext Price	
				Qty		Qty		Qty		Qty		Qty		Qty		(\$)	(\$)
Change Order 2	16	Modify	EA	0				0			1	1			\$3,500.00		\$3,500.00
		Manhole															
Change Order 2 Sub Total																\$3,500.00	

Summary.

Source Of Funding

Waste Water Utility Funds, Water Utility Funds, Storm Utility Funds, Traffic/Street Light Utility Funds, Street Sales Tax Funds, and Special Assessments	
Net Amount Change Order # 2 (\$)	\$3,500.00
Previous Change Orders (\$)	\$37,804.00
Original Contract Amount (\$)	\$2,199,412.02
Total Contract Amount (\$)	\$2,240,716.02

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

APPROVED

For Contractor

Title

Digitally signed by Josh Smith  
DN: C=US,  
E=jsmith@kphinc.net, O="KPH,  
Inc.", CN=Josh Smith  
Date: 2025.09.02 08:50:42-05'00'

Josh Smith

APPROVED DATE

Department Head

Mayor

Attest



## PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

(13)

Improvement District No. PR-24-A1

Type: Change Order #2

Location: 45<sup>th</sup> St, I-94 – 32<sup>nd</sup> Ave S & 32<sup>nd</sup> Ave S,  
42<sup>nd</sup> St – 45<sup>th</sup> St

Date of Hearing: 9/8/2025

RoutingCity Commission  
PWPEC File  
Project FileDate

9/15/2025

X

Jeremy Engquist

The Committee reviewed a communication from Project Manager, Jeremy Engquist, regarding Change Order #2 in the amount of \$37,188.77 for additional work.

Staff is seeking approval of Change Order #2 in the amount of \$37,188.77, which increases the total contract amount to \$10,736,541.41.

On a motion by Steve Sprague, seconded by Brenda Derrig, the Committee voted to recommend approval of Change Order #2 to Reede Construction.

RECOMMENDED MOTION

Concur with the recommendations of PWPEC and approve Change Order #2 in the amount of \$37,188.77, bringing the total contract amount to \$10,736,541.41 to Reede Construction.

PROJECT FINANCING INFORMATION:Recommended source of funding for project: Prairie Dog Funds & Special Assessments

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

Yes	No
	N/A
	N/A
	N/A


COMMITTEE

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

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

ATTEST:

C: Kristi Olson

  
Nathan Boerboom, P.E.  
Assistant City Engineer

## Memorandum

**To:** Members of PWPEC  
**From:** Jeremy Engquist, Project Manager  
**Date:** September 4, 2025  
**Re:** Improvement District No. PR-24-A1 – Change Order #2

---

### **Background:**

This project involves concrete pavement repairs and incidental work on 45th Street South from I-94 to 32nd Avenue South and on 32nd Avenue South from 42nd Street South to 45th Street South. The scope also includes lane widening and intersection improvements along 32nd Avenue South from 42nd Street South to 45th Street South.

Reede Construction is the Prime Contractor for this project.

### **Change Order #2 – Irrigation Repairs (32<sup>nd</sup> Avenue South Portion):**

The 32nd Avenue South portion of the project involved adding two driving lanes, realigning sidewalks, and regrading boulevards, which impacted property owners' existing irrigation systems. The majority of irrigation systems required complete replacement within the boulevard areas. To address the extent of the repairs and streamline coordination with property owners, staff preferred that property owners contact their own irrigation contractors, who are familiar with the systems, to perform the work. Reede Construction coordinated and scheduled with property owners and their irrigation contractors to complete the work and has fully reimbursed all affected property owners to date for the repairs, as per the contract.

The total cost for these irrigation repairs was \$37,188.77.

### **Recommended Motion:**

Approve Change Order #2 in the amount of \$37,188.77 for Improvement District No. PR-24-A1 to reimburse Reede Construction for irrigation expenses along 32nd Avenue South.

JJE/klb  
Attachments



CHANGE ORDER REPORT  
CONCRETE PAVING REHABIL/LANE WIDENING  
IMPROVEMENT DISTRICT NO. PR-24-A1

ON 45TH STREET SOUTH FROM I-94 TO 32ND AVENUE SOUTH. ON 32ND AVENUE  
SOUTH FROM 42ND STREET SOUTH TO 45TH STREET SOUTH.

Change Order No 2 Change Order Date 8/6/2025  
Contractor Reede Construction, Inc.

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

EXPLANATION OF CHANGE Change Order # 2  
Private Irrigation Repairs - 32nd Ave S Portion

The 32nd Avenue South portion of the project involved adding two driving lanes, realigning sidewalks, and regrading boulevards, which impacted property owners' existing irrigation systems. The majority of irrigation systems required complete replacement within the boulevard areas. To address the extent of the repairs and streamline coordination with property owners, staff preferred that property owners contact their own irrigation contractors, who are familiar with the systems, to perform the work. Reede Construction coordinated and scheduled with property owners and their irrigation contractors to complete the work and has fully reimbursed all affected property owners to date for the repairs, as per the contract.

Section	Line No	Item Description	Unit	Orig Cont		Prev C/O		Prev Cont		Curr C/O		Tot Cont		Unit Price		C/O Ext Price	
				Qty		Qty		Qty		Qty		Qty		(\$)		(\$)	
Change Order 2	98	Irrigation	EA	0				0		1		1		\$37,188.77		\$37,188.77	
		Repair															
Change Order 2 Sub Total														\$37,188.77		\$37,188.77	

Summary.

Source Of Funding

Net Amount Change Order # 2 (\$)

Previous Change Orders (\$)

Original Contract Amount (\$)

Total Contract Amount (\$)

State Funds (Prairie Dog) and Special Assessments

\$37,188.77

\$3,095.07

\$10,696,257.57

\$10,736,541.41

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

APPROVED

For Contractor

Title

  
VP of Estimating

APPROVED DATE

Department Head

Mayor

Attest



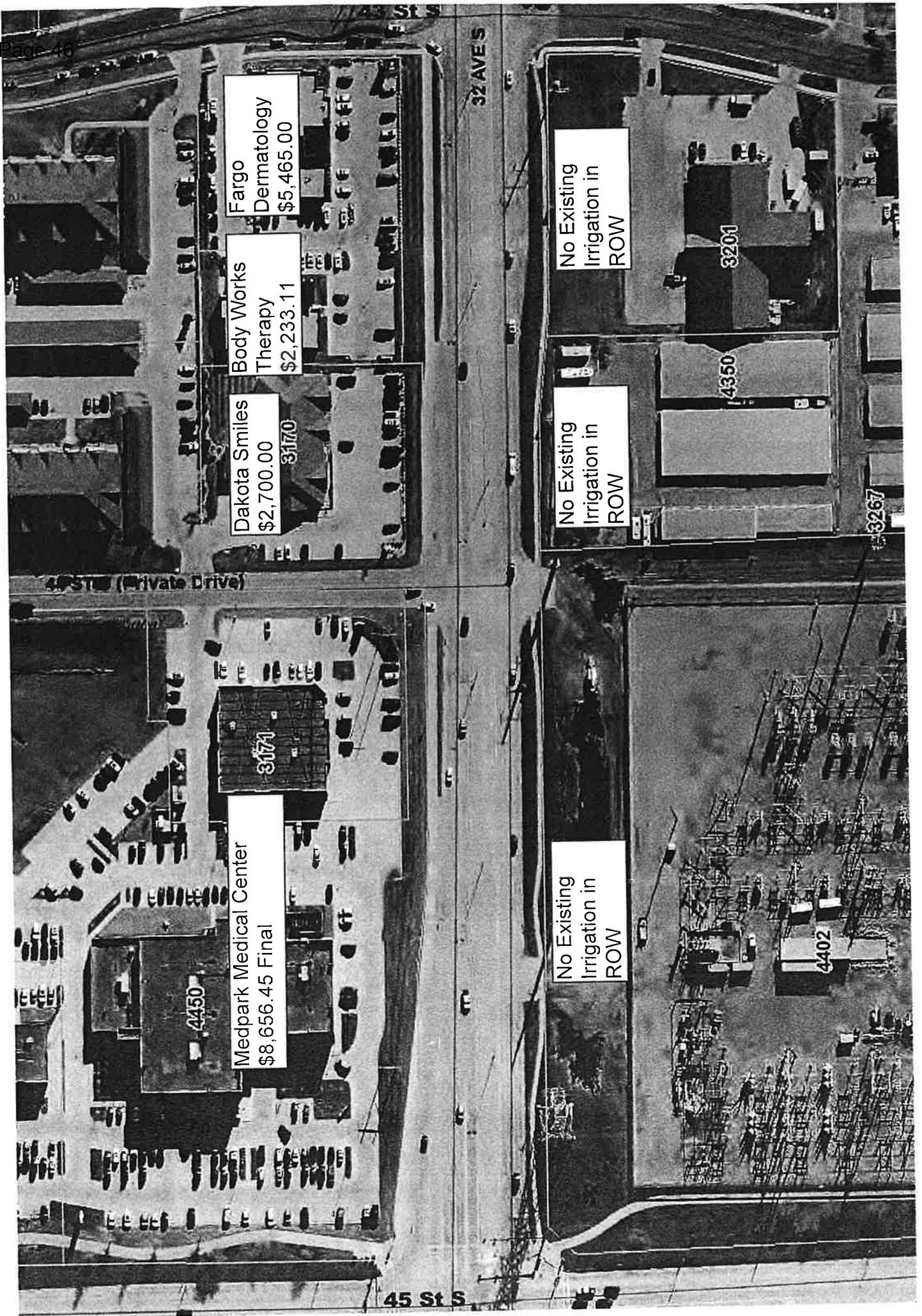


PR-24-A1  
32nd Ave S CPR & Widening Portion  
Irrigation Repair Costs

32nd Ave S - North Side		
No.	Address	Costs
1	Medpark Medical Center LLC 4450 31st Ave S & 3171 44th St S	\$ 8,656.45
2	Red River Valley Developments LLC (Dakota Smiles) 3170 44th St S	\$ 2,700.00
3	Helgoe Holdings LLC (Body Works) 3161 43rd St S	\$ 2,233.11
4	MRN Holdings LLC (Fargo Dermatology) 3173 43rd St S	\$ 5,465.00
5	Lads LLC (Red River Financial) 3186 Sienna Dr S	\$ 3,900.00
	Seeding vs Sodding (property owner pd to have sod installed) 700sy x \$2.50/sy (City paid seeding cost)	\$ 1,750.00
6	SS Landscaping - Installed 3" PVC sleeves under new sidewalks for installing new irrigation through	\$ 2,327.31
	<b>Total</b>	<b>\$ 27,031.87</b>

32nd Ave S - South Side		
7	Casey's Retail Company (Casey's) 3202 43rd St S (Would not respond back)	\$ -
8	PB&J Properties, LLC (Don Dabbert) 4266 32nd Ave S	\$ 6,361.50
9	JBL South Inc (JL Beers) 4240 32nd Ave S	\$ 1,548.32
	<b>Total</b>	<b>\$ 7,909.82</b>

<b>Total Amount</b>	<b>\$ 34,941.69</b>
<b>Plus 10% (1st \$10k)</b>	<b>\$ 1,000.00</b>
<b>Plus 5% (exceeding \$10k)</b>	<b>\$ 1,247.08</b>
<b>Change Order Total Amount (w/ Prime Markup)</b>	<b>\$ 37,188.77</b>



Fargo  
Dermatology  
\$5,465.00

Body Works  
Therapy  
\$2,233.11

Dakota Smiles  
\$2,700.00

Medpark Medical Center  
\$8,656.45 Final

No Existing  
Irrigation in  
ROW

No Existing  
Irrigation in  
ROW

No Existing  
Irrigation in  
ROW

3201

4350

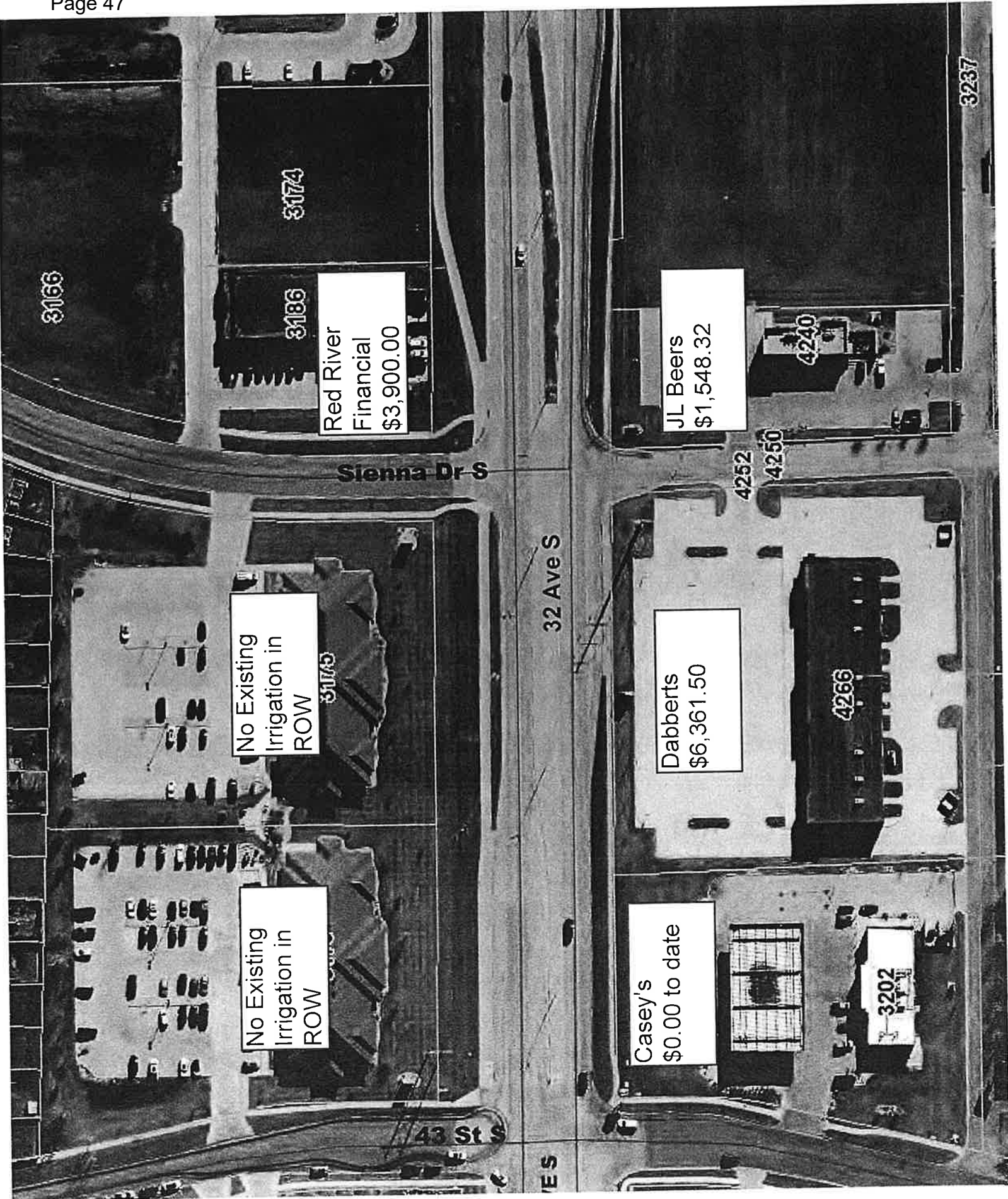
3267

4402

32 AVES

45 St S

48 St S (Private Drive)



Aqua Lawn  
 PO Box 96  
 West Fargo, ND 58078-0096  
 (701) 388-3229  
 aqualawnfargo@gmail.com

4450 31st Ave S  
 3171 44th St S  
 Medpark Medical Center III LLC

**Invoice**

Date	Invoice #
7/30/2024	75912

<b>Bill To</b>
Enclave Property Management PO Box 36252 Charlotte, NC 28236

<b>Property Address</b>
Med Park Medical Center 4450 31st Ave S Fargo, ND 58104

Thank You For Your Business!

Due Date	P.O. No.	Job
7/30/2024		4450 31st Ave S, Fargo

Description	Quantity	Amount
Repair damage to irrigation system from city work on 45th St S and 32nd ave S - Install 360ft of pipe - Install 30 heads - Some areas have changed, and the head style may need to be changed as well.  Create estimate per Chris Jensen Enclave		3,719.40

Net due no later than 30 days after completion or a finance charge of 1.5% per month (18%/yr) will be added to accounts over 30 days past due. Lien may be filed if not paid in 90 days.

Please remit payment to the above address, or to pay by Credit/Debit card, check your email for a link to pay or call our office. Credit/Debit cards are not accepted for installations or invoices over \$400. Thank you for your prompt payment!

<b>Total</b>	\$3,719.40
<b>Payments/Credits</b>	\$0.00
<b>Balance Due</b>	\$3,719.40

All Sprinkler Systems must be winterized or damage to system will occur! It is the customer's responsibility to ensure their system gets winterized! Also, any sump lines buried should be re-routed indoors during the winter months and it is solely the customer's responsibility to monitor sump lines closely. If not monitored, sump line failure and basement flooding may occur.

Page 49

4450 31st Ave S  
3171 44th St S  
Medpark Medical Center III LLC

**Invoice**

Aqua Lawn  
PO Box 96  
West Fargo, ND 58078-0096  
(701) 388-3229  
aqualawnfargo@gmail.com

Date	Invoice #
6/27/2024	74911

<b>Bill To</b>
Enclave Property Management PO Box 36252 Charlotte, NC 28236

<b>Property Address</b>
Med Park Medical Center 4450 31st Ave S Fargo, ND 58104

Thank You For Your Business!

Due Date	P.O. No.	Job
6/27/2024		4450 31st Ave S, Fargo

Description	Quantity	Amount
MAINTENANCE WORK NEEDS TO BE PERFORMED ON SYSTEM - WORK ORDER 60968  WORK DESCRIPTION: - IT IS A WIFI. CALL CHRIS J IF YOU NEED TO GET IN. ZONE 1 NOT WORKING THROUGH THE CONTROLLER. PER JENSEN  TECH COMMENTS: - LOCATED AND FIXED WIRE DAMAGE FROM CONSTRUCTION IN THE AREA Technician: Chris M Labor Hours Technician: Jose M and Christian Labor Hours Hunter valve 9 Strand Wire / FT Blazing Wire Connector	1            0.75 4.5334 1 5 6	0.00            82.50 498.67 30.98 9.45 29.10

Net due no later than 30 days after completion or a finance charge of 1.5% per month (18%/yr) will be added to accounts over 30 days past due. Lien may be filed if not paid in 90 days.

Please remit payment to the above address, or to pay by Credit/Debit card, check your email for a link to pay or call our office. Credit/Debit cards are not accepted for installations or invoices over \$400. Thank you for your prompt payment!

<b>Total</b>	\$650.70
<b>Payments/Credits</b>	\$0.00
<b>Balance Due</b>	\$650.70

All Sprinkler Systems must be winterized or damage to system will occur! It is the customer's responsibility to ensure their system gets winterized! Also, any sump lines buried should be re-routed indoors during the winter months and it is solely the customer's responsibility to monitor sump lines closely. If not monitored, sump line failure and basement flooding may occur.



Page 50

4450 31st Ave S  
3171 44th St S  
Medpark Medical Center III LLC

**Invoice**

Aqua Lawn  
PO Box 96  
West Fargo, ND 58078-0096  
(701) 388-3229  
aqualawnfargo@gmail.com

Date	Invoice #
10/1/2024	79789

Bill To
Enclave Property Management PO Box 36252 Charlotte, NC 28236

Property Address
Med Park Medical Center 4450 31st Ave S Fargo, ND 58104

Thank You For Your Business!

Due Date	P.O. No.	Job
10/1/2024		4450 31st Ave S, Fargo

Description	Quantity	Amount
MAINTENANCE WORK NEEDS TO BE PERFORMED ON SYSTEM - WORK ORDER 69692	1	0.00
WORK DESCRIPTION: - WIFI CONTROLLER. JUST POLY DAMAGE. DAMAGE @ CORNER OF 45TH AND 32ND. CHRIS JENSEN TURNED WATER OFF AT CONTROLLER.		
TECH COMMENTS: - FIXED POLY PIPE AND HEADS		
Technician: Jose M and Christian Labor Hours	5	550.00
1in Blue Poly / FT	60	66.00
1in Poly Coupler	2	8.10
1in Blazing Saddle	3	29.49
1in Pinch Clamp	4	2.16
Hunter PGP Ultra Rotor Head	3	77.19
Swing pipe / FT	3	3.18

Net due no later than 30 days after completion or a finance charge of 1.5% per month (18%/yr) will be added to accounts over 30 days past due. Lien may be filed if not paid in 90 days.

Please remit payment to the above address, or to pay by Credit/Debit card, check your email for a link to pay or call our office. Credit/Debit cards are not accepted for installations or invoices over \$400. Thank you for your prompt payment!

**Total** \$736.12

**Payments/Credits** \$0.00

**Balance Due** \$736.12

All Sprinkler Systems must be winterized or damage to system will occur! It is the customer's responsibility to ensure their system gets winterized! Also, any sump lines buried should be re-routed indoors during the winter months and it is solely the customer's responsibility to monitor sump lines closely. If not monitored, sump line failure and basement flooding may occur.

Date	Invoice #
9/6/2024	77317

**(701) 388-3229**

<b>Bill To</b>
Enclave Property Management PO Box 36252 Charlotte, NC 28236

<b>Property Address</b>
Med Park 3 3171 44th St S Fargo, ND 58104

Due Date	Terms
9/6/2024	

P.O. No.	Project
	3171 44th St S, Fargo

Item	Description	Amount
ND Service Counter	<p>Repair damage from city construction in the boulevard along 32nd ave. 3 valves and 2 zones need to be reinstalled. Also, we need to locate the pipe for zone one, which feeds the landscaping on the west side of the building. We think that it comes in from the south side BLVD. A portion of this line will likely need to be re-installed as well. Replace Heads and lines for Zone 2 - 230 ft Replace line for Zone 1 - Possibly 150ft Reinstall Valve box with 3 valves. Done</p> <p style="text-align: right;"> <b>\$ 3,719.40</b>  <b>+ \$650.70</b>  <b>+ \$736.12</b>  <b>+\$3550.23</b>  <hr/> <b>\$ 8,656.45</b> </p>	3,550.23
<b>Thank You For Your Business!</b>		

Net due no later than 30 days after completion or a finance charge of 1.5% per month (18%/year) will be added to accounts over 30 days past due.  
Lien may be filed if not paid in 90 days.

Please remit payment to the above address, or to pay by Credit/Debit card, check your email for a link to pay or call our office. Credit/Debit cards are not accepted for installations or invoices over \$400. Thank you for your prompt payment!

<b>Total</b>	\$3,550.23
<b>Payments/Credits</b>	\$0.00
<b>Balance Due</b>	\$3,550.23

All Sprinkler Systems must be winterized or damage to system will occur! It is the customer's responsibility to ensure their system gets winterized! Also, any sump lines buried should be re-routed indoors during the winter months and it is solely the customer's responsibility to monitor sump lines closely. If not monitored, sump line failure and basement flooding may occur.

# Granger Plains Contracting, Inc.

P.O. Box 9184  
 Fargo, North Dakota 58106-9184  
 (701) 877-1170

Proposed Submitting To		Work To Be Performed at	
Name <u>Dakota Smiles</u>	Street _____	City _____	State _____
City _____	State of Project _____	County _____	Zip _____
State _____	Architect _____		
Telephone Number _____			

We hereby propose to furnish the materials and perform the labor necessary for the completion of

Repair lawn sprinkler system @  
Dakota Smiles (From 32nd Ave S. Construction)

Dakota Smiles  
 3170 44th St S  
 Red River Valley  
 Developments LLC

All material is guaranteed to be as specified, and the above work to be performed in accordance with the drawings and specifications submitted for above work and completed in a substantial workmanship manner for the sum of Dollars \$ 2,700.00

with payments to be made as follows:

Any alteration or deviation from above specifications involving extra work will become an extra charge and above the estimate. All agreements regarding specifications, materials, delays beyond control, change to work, the schedule and other necessary conditions upon above work. Workman's Compensation and Public Liability Insurance is to be furnished by

Respectfully submitted

Paul Catcoe

Per \_\_\_\_\_

Note - This proposal may be withdrawn  
 by us if not accepted within \_\_\_\_\_ days

## ACCEPTANCE OF PROPOSAL

The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Signature \_\_\_\_\_

Signature \_\_\_\_\_

Date \_\_\_\_\_



Body Works Therapy  
3161 43rd St S  
Helgoe Holdings LLC

**Invoice**

Aqua Lawn  
PO Box 96  
West Fargo, ND 58078-0096

Date	Invoice #
8/9/2024	76107

**(701) 388-3229**

<b>Bill To</b>
Body Works Therapy 3161 43rd St S Fargo, ND 58104

<b>Property Address</b>
Body Works Therapy 3161 43rd St S Fargo, ND 58104

Due Date	Terms
8/9/2024	

P.O. No.	Project

Item	Description	Amount
ND Service Counter	Repair damage to irrigation system from construction along 32nd ave - Install 130ft of pipe - Install 7-14 MPR Mister Heads	2,123.11
Thank You For Your Business!		

Net due no later than 30 days after completion or a finance charge of 1.5% per month (18%/year) will be added to accounts over 30 days past due.  
Lien may be filed if not paid in 90 days.

Please remit payment to the above address, or to pay by Credit/Debit card, check your email for a link to pay or call our office. Credit/Debit cards are not accepted for installations or invoices over \$400. Thank you for your prompt payment!

<b>Total</b>	\$2,123.11
<b>Payments/Credits</b>	\$0.00
<b>Balance Due</b>	\$2,123.11

All Sprinkler Systems must be winterized or damage to system will occur! It is the customer's responsibility to ensure their system gets winterized! Also, any sump lines buried should be re-routed indoors during the winter months and it is solely the customer's responsibility to monitor sump lines closely. If not monitored, sump line failure and basement flooding may occur.

Body Works Therapy  
3161 43rd St S  
Helgoe Holdings LLC

**Invoice**

Aqua Lawn  
PO Box 96  
West Fargo, ND 58078-0096  
(701) 388-3229  
aqualawnfargo@gmail.com

Date	Invoice #
6/20/2024	74692

<b>Bill To</b>
Body Works Therapy 3161 43rd St S Fargo, ND 58104

<b>Property Address</b>
Body Works Therapy 3161 43rd St S Fargo, ND 58104

Thank You For Your Business!

Due Date	P.O. No.	Job
6/20/2024		

Description	Quantity	Amount
<p>CALL CUSTOMER ASAP - WORK ORDER 60941</p> <p>WORK DESCRIPTION: - CALL JEREMY. WORK IS GOING TO BE DONE ON 32ND AVE. THE CITY WANTS HIM TO TURN OFF THE SYSTEM BUT HE WANTS TO KEEP WATERING AND WOULD LIKE TO SCHEDULE A TIME TO MEET WITH SOMEONE TO TALK ABOUT THIS OUT THERE ALONG W/ GUS REED WHO WILL BE DOING THE CONSTRUCTION. THE WORK WILL NOT BE DONE UNTIL LATE OCT.</p> <p>TECH COMMENTS: - ZONE 1 IS ONLY ZONE GOING TO BE EFFECTED BY 32ND CONSTRUCTION. NO VALVE BOX OR MAIN IN AREA. THEY ARE BRING SIDEWALK UP TO ABOUT HALF WAY TO PARKING LOT OF BODYWORK'S. ZONE 1 HAS HEADS ON TOP AND BOTTOM OF BLVD. I'M ASSUMING IT SOMEWHERE NEAR SIGN. WE WILL HAVE TO CONNECT LINES TO TOP AND RUN NEW POLY UNDER SIDEWALK TO CONNECT TO BOTTOM PART OR WILL NEED TO INSTALL ALL NEW BOTTOM PART. TOLD CONSTRUCTION GUYS TO STUB UP ANYTHING AND WE WILL FIX. ALSO TOLD HIM WE WILL WANT TO PUT SLEEVE IN FOR NEW SIDEWALK. SIDEWALK WILL BE DOUBLE WIDE. TOLD THEM TO CALL US WHEN THEY MAKE NEW SIDEWALK AND WE CAN PUT SLEEVE IN AND THEN TO CALL US WHEN WORK IS DONE TO FINISH THE REST</p>	1	0.00

Net due no later than 30 days after completion or a finance charge of 1.5% per month (18%/yr) will be added to accounts over 30 days past due. Lien may be filed if not paid in 90 days.

Please remit payment to the above address, or to pay by Credit/Debit card, check your email for a link to pay or call our office. Credit/Debit cards are not accepted for installations or invoices over \$400. Thank you for your prompt payment!

**Total****Payments/Credits****Balance Due**

All Sprinkler Systems must be winterized or damage to system will occur! It is the customer's responsibility to ensure their system gets winterized! Also, any sump lines buried should be re-routed indoors during the winter months and it is solely the customer's responsibility to monitor sump lines closely. If not monitored, sump line failure and basement flooding may occur.

Body Works Therapy  
3161 43rd St S  
Helgoe Holdings LLC

**Invoice**

Aqua Lawn  
PO Box 96  
West Fargo, ND 58078-0096  
(701) 388-3229  
aqualawnfargo@gmail.com

Date	Invoice #
6/20/2024	74692

Bill To
Body Works Therapy 3161 43rd St S Fargo, ND 58104

Property Address
Body Works Therapy 3161 43rd St S Fargo, ND 58104

Thank You For Your Business!

Due Date	P.O. No.	Job
6/20/2024		

Description	Quantity	Amount
ZONE 1 IS SUSPENDED UNTIL WORK IS DONE Technician: Chris M Labor Hours	1	110.00
		\$2,123.11
		+\$110
		<hr/>
		\$2,233.11

Net due no later than 30 days after completion or a finance charge of 1.5% per month (18%/yr) will be added to accounts over 30 days past due. Lien may be filed if not paid in 90 days.

Please remit payment to the above address, or to pay by Credit/Debit card, check your email for a link to pay or call our office. Credit/Debit cards are not accepted for installations or invoices over \$400. Thank you for your prompt payment!

<b>Total</b>	\$110.00
<b>Payments/Credits</b>	\$0.00
<b>Balance Due</b>	\$110.00

All Sprinkler Systems must be winterized or damage to system will occur! It is the customer's responsibility to ensure their system gets winterized! Also, any sump lines buried should be re-routed indoors during the winter months and it is solely the customer's responsibility to monitor sump lines closely. If not monitored, sump line failure and basement flooding may occur.



Welk's Lawn Care LLC  
 6029 Martin Ln W  
 West Fargo, ND 58078  
 (701) 730-0783  
 welkslawnca@gmail.com

Fargo Dermatology  
 3173 43rd St S  
 MRN Holdings LLC

# INVOICE

## BILL TO

Fargo Center for  
 Dermatology  
 3173 43 Street S  
 Fargo, ND 58104

INVOICE # 19533

DATE 09/30/2024

DUE DATE 10/15/2024

## PMT METHOD

Credit Card

ACTIVITY	QTY	RATE	AMOUNT
<b>Sprinkler Maintenance</b> 7-24-24: 4:00-5:00 Map and Plan 1 guy (1 man hr)	1	95.00	95.00
<b>Sprinkler Maintenance</b> 7-29-24: Pick up supplies, dig in valve box, tie in mainline, make 3 valve manifold, wire up valves 12:30-4:30 1 guy 1:30-4:30 2 guys (7 man hrs)	7	95.00	665.00
<b>Sprinkler Maintenance</b> 7-31-24: Trench in zone 1 with 15 spray heads 12:30-3:00 3 guys 12:30-4:30 2 guys (10.5 man hrs)	10.50	95.00	997.50
<b>Sprinkler Maintenance</b> 8-1-24: Install 9 of the 14 spray heads in zone 2 9:00-11:30 2 guys 11:30-1:30 1 guy (7 man hrs)	7	95.00	665.00
<b>Sprinkler Maintenance</b> 8-6-24: Trench in zone 3 and 10 of 15 spray heads, install final 6 heads in zone 2, wire valves and test, adjust all heads 12:30-4:00 2 guys (7 man hrs)	7	95.00	665.00
<b>Sprinkler Maintenance</b> 8-7-24: Finish installing heads in zone 3, add 2 heads in zone 4, add 2 heads in zone 2 9:00-12:00, 2 guys	6	95.00	570.00

ACTIVITY	QTY	RATE	AMOUNT
(6 man hrs)			
<b>Sprinkler Maintenance</b>	1.50	95.00	142.50
8-26-24: Connect zone 1 after curbing was installed and final grade finished, program timer, dial in side sprays, adjust wiring on zones to accommodate the hydro seeding			
11:30-1:00, 1 guy			
(1.5 man hrs)			
<b>Sprinkler Maintenance</b>	1	990.00	990.00
Parts: \$990 total			

	SUBTOTAL	4,790.00
	TAX	0.00
	TOTAL	4,790.00
	BALANCE DUE	<b>\$4,790.00</b>
Fargo Dermatology		
3173 43rd St S		
MRN Holdings LLC		



**Welk's Lawn Care LLC**  
 6029 Martin Ln W  
 West Fargo, ND 58078  
 (701) 730-0783  
 welkslawncare@gmail.com

**Fargo Dermatology**  
 3173 43rd St S  
 MRN Holdings LLC

# INVOICE

## BILL TO

Fargo Center for  
 Dermatology  
 3173 43 Street S  
 Fargo, ND 58104

**INVOICE #** 19089

**DATE** 07/01/2024

**DUE DATE** 07/16/2024

## PMT METHOD

Credit Card

ACTIVITY	QTY	RATE	AMOUNT
<b>Weekly Mowing</b> 6-3-24, 6-10-24, 6-17-24, 6-24-24	4	120.00	480.00
<b>Landscaping</b> Replant 5 plants	1	435.00	435.00
<b>Weekly Mowing</b> Site 2: 6-5-24, 6-12-24, 6-19-24, 6-26-24	4	70.00	280.00
<b>Sprinkler Maintenance</b> Locate/cap mainline, end of line zone 3, switch 1 head, valve box install, locate wires (parts \$85, labor \$590) 1 man: 12:15-4:00pm 1 man: 1:15-4:00pm	1	675.00	675.00

PAID

SUBTOTAL	1,870.00
TAX	0.00
TOTAL	1,870.00
PAYMENT	1,870.00
BALANCE DUE	<b>\$0.00</b>

\$4,790

+\$675

**TOTAL \$5,465**

\$5465.00 total

\$4670

\$795

Red River Financial  
3186 Sienna Dr. S.  
Fargo, ND 58104

Red River Financial  
3186 Sienna Dr S  
Lads LLC



**Project Materials and Labor per Category: In Order of how they would be completed**

- Irrigation Repair/New Zones in City Boulevard: \$ 3,900.00
  - We need to repair 4 Zones that were damaged by Construction Work.
  - We need to Modify the 4 West Blvd zones to become 2 Blvd Zones.
    - This is simply done by combining the runs and changing the nozzles in the heads.
  - We need to install 2 new zones in South Blvd to Water that area.
- Prep for Sod: \$ 4,400.00
  - Sod cut existing sod along white spray paint line to match new sod into.
  - Since sidewalk is higher than existing sodded lawn, we need to cut back sod about 8-10 feet and fill in with dirt to achieve proper sloping and drainage.
  - We will need to quick dig up and raise the two trees that are there.
  - Quick Grade the South Blvd and fix up the West Blvd as well.
  - Any Black Dirt needed will be billed at \$55/Yard installed. (Billed Additionally)
- Sod: Kentucky Bluegrass from Elk River, MN (6,480 Sq Feet) \$ 2,660.00
- Labor to Install Sod: \$ 1,540.00

**Project total:** \$ 12,500.00

**Notes:**

Estimated Project Start date: August 2024.

Total Project Duration: 3 Working Days with perfect weather.

Before start of landscape work at job site, TNT Landscaping requires a non-refundable 50% down payment to order materials and start work. The rest of the balance would be required upon project completion.

Any additional work requested to be done and agreed upon prior to start of work or during the project is assumed above and beyond the scope of this estimate.

If everything above agrees with the scope and budget of the project set forth, please let me know via verbal or written confirmation and we can move forward with a service contract. Please let me know if you have any questions.

Thank you for your time and consideration.

Sincerely,

Terry Murphy

701-871-8018

TNT Landscaping, LLC

April 15th, 2024

# INVOICE

1 of 2 INVOICE NO.

189327

Page 60

**S&S**  
**Landscaping**

Three-inch plastic sleeves were installed beneath the new sidewalk to facilitate the irrigation system installation.



JOHN DEERE

**Hunter**



**ECHO**

**RAIN BIRD**



2777 Flechtner Drive  
Fargo, ND 58103-2332  
(701) 235-1515

BILL TO  
Reede Construction Inc  
5237 Highway 12 E- Suite 1  
Aberdeen, SD 57401

JOB DL&GS- PR-24-A1  
32nd Ave Reconstruction  
Fargo, ND 58103

CUSTOMER	PURCHASE ORDER NO.	BILL THRU	TERMS	INVOICE DATE	PAGE
REED5000			Net 30	7/17/24	1
ITEM NO.	QUANTITY	DESCRIPTION	UNIT PRICE	EXTENDED PRICE	

INSTALL PVC SLEEVE UNDER CONCRETE  
FOR IRRIGATION 7/17/24

116-015	12FT	PIPE PVC 1 1/2"	1.74	20.88
116-030	35FT	PIPE PVC 3"	5.64	197.40
100-000	1EA	MISC IRRIGATION SHOP SUPPLIES	5.00	5.00
Total Material and Other				223.28
IRRCONTR	6	IRRIGATION CONTRACT LABOR DIG TRENCH BY HAND 3 MEN FOR 2 HRS TIME TO INSTALL SLEEVES JULY 17 2024	80.00	480.00*
Total Labor				480.00

4220 S

2405

cost code

coded by: SM

reviewed by: \_\_\_\_\_

notes: 9/10

TO PAY ONLINE GO TO <https://sandslandscaping.com>

\* means item is non-taxable  
Signature \_\_\_\_\_

Printed Name \_\_\_\_\_

**ALL SALES FINAL ON PLANTS - NO RETURNS/REFUNDS**

A 1-1/2% SERVICE CHARGE (18% ANNUAL)  
WILL BE CHARGED ON PAST DUE AMOUNTS.  
AMOUNTS ARE PAST DUE 30 DAYS AFTER DATE OF INVOICE.

SALES AMOUNT	703.28
Tax	16.75
<b>TOTAL</b>	<b>\$720.03</b>



**INVOICE**

2777 Fiechtner Drive  
 Fargo, ND 58103-2332  
 (701) 235-1515

Three-inch plastic sleeves were installed beneath the new sidewalk to facilitate the irrigation system installation.



JOHN DEERE

Hunter



RAIN BIRD



BILL TO Reede Construction Inc  
 5237 Highway 12 E- Suite 1  
 Aberdeen, SD 57401

JOB DL&GS- PR-24-A1  
 32nd Ave Reconstruction  
 Fargo, ND 58103

CUSTOMER	PURCHASE ORDER NO.	BILL THRU	TERMS	INVOICE DATE	PAGE
REED5000			Net 30	7/11/24	1

ITEM NO.	QUANTITY	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
INTALL PVC SLEEVE UNDER CONCRETE FOR IRRIGATION JULY 11 2024				
116-030	96FT	PIPE PVC 3"	5.64	541.44
116-015	32FT	PIPE PVC 1 1/2"	1.74	55.68
100-000	1EA	MISC IRRIGATION SHOP SUPPLIES	5.00	5.00
Total Material and Other				602.12
IRRCONTR	12	IRRIGATION CONTRACT LABOR DIG TRENCH BY HAND 3 MEN FOR 4 HRS WORTH OF TIME TO INSTALL SLEEVES JULY 11 - 2024	80.00	960.00*
Total Labor				960.00
				\$720.03
				+\$1,607.28
<b>TOTAL</b>				<b>\$2,327.31</b>



TO PAY ONLINE GO TO <https://sandslandscaping.com>

\* means item is non-taxable

Signature \_\_\_\_\_ Printed Name \_\_\_\_\_

**ALL SALES FINAL ON PLANTS - NO RETURNS/REFUNDS**

A 1-1/2% SERVICE CHARGE (18% ANNUAL)  
 WILL BE CHARGED ON PAST DUE AMOUNTS.  
 AMOUNTS ARE PAST DUE 30 DAYS AFTER DATE OF INVOICE.

SALES AMOUNT	1,562.12
Tax	45.16
<b>TOTAL</b>	<b>\$1,607.28</b>

(14)

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

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

Paving and Utility Rehab/Reconstruction

Improvement

District No. BR-26-A

Call For Bids	<u>September 15</u>	, <u>2025</u>
Advertise Dates	<u>September 24 &amp; October 1</u>	, <u>2025</u>
Bid Opening Date	<u>October 22</u>	, <u>2025</u>
Substantial Completion Date	<u>October 3</u>	, <u>2026</u>
Final Completion Date	<u>November 2</u>	, <u>2026</u>

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

Project Engineer Aaron Edgar

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:

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

## RESOLUTIONS PERTAINING TO IMPROVEMENT DISTRICT NO. BR-26-A

## PAVING AND UTILITY REHAB/RECONSTRUCTION

**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. BR-26-A (Paving and Utility Rehab/Reconstruction) 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 BR-26-A 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. BR-26-A 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. BR-26-A 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. BR-26-A 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. BR-26-A in the City of Fargo North Dakota, be and the same are hereby approved and ordered filed in the Office of the Auditor.

# CERTIFICATE

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

I, Steven Sprague, the duly appointed, qualified and acting City Auditor of the City of Fargo, North Dakota do hereby certify that the foregoing is a full, true and correct copy of the resolution adopted by the Board of City Commissioners of the City of Fargo at the Regular Meeting of the Board held on Monday, September 15<sup>th</sup>, 2025.

**IN WITNESS WHEREOF**, I have hereunto set my hand and affixed the Seal of the City of Fargo, North Dakota, this 11<sup>th</sup> day of September, 2025.

Steven Sprague  
City Auditor

(SEAL)



**ENGINEER'S REPORT**  
**PAVING AND UTILITY REHAB/RECONSTRUCTION**  
**IMPROVEMENT DISTRICT NO. BR-26-A**  
**ON 29TH AVE NE FROM ELM STREET TO LONGFELLOW**  
**RD, ON EVERGREEN RD N FROM 29TH AVE TO 28TH AVE,**  
**AND ON LONGFELLOW RD N FROM 29TH AVE TO 28TH**  
**AVE.**

**Nature & Scope**

This project is for the replacement of the sanitary sewer services, water main, storm sewer, concrete curb & gutter, asphalt pavement, sidewalks, driveways and street lighting.

**Purpose**

The existing cast iron water main, which is over 50 years old, will be replaced with PVC pipe to prevent future breaks. As part of the project, water main services will be replaced from the main to the curb stops. Although the sanitary sewer main is in good condition, the services will be replaced from the main to behind the curb to avoid potential sanitary sewer breaks under the new pavement. Due to the existing street condition and the planned utility replacements, complete pavement reconstruction will be required. This reconstruction will include new curb and gutter, concrete driveway aprons, sidewalks, and asphalt pavement. The storm sewer will also be upgraded as part of the roadway reconstruction, and streetlights will be updated in conjunction with the project. The project will be funded by a combination of City Funds and Special Assessments to the benefiting properties. Assessments will be applied per City policy.

**Special Assessment District**

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

**Feasibility**

The estimated cost of construction is \$3,785,666.80. The cost breakdown is as follows:

**Paving**

<b>Construction Cost</b>		\$1,725,782.00
<b>Fees</b>		

Admin	4%	\$69,031.28
Contingency	5%	\$86,289.10
Engineering	10%	\$172,578.20
Interest	4%	\$69,031.28
Legal	3%	\$51,773.46

<b>Total Estimated Cost</b>		<b>\$2,174,485.32</b>
-----------------------------	--	-----------------------

**Funding**

Utility Funds - Wastewater - 521	21.20%	\$460,903.50
Sales Tax Funds - Infrastructure - 420	59.86%	\$1,301,578.62
Special Assessments	18.95%	\$412,003.20

**Sanitary Sewer**

<b>Construction Cost</b>		\$387,825.00
<b>Fees</b>		

Admin	4%	\$15,513.00
Contingency	5%	\$19,391.25
Engineering	10%	\$38,782.50
Interest	4%	\$15,513.00
Legal	3%	\$11,634.75

<b>Total Estimated Cost</b>		<b>\$488,659.50</b>
-----------------------------	--	---------------------

**Funding**

Utility Funds - Wastewater - 521	100.00%	\$488,659.50
----------------------------------	---------	--------------

**Storm Sewer**

<b>Construction Cost</b>		\$515,790.00
<b>Fees</b>		

Admin	4%	\$20,631.60
Contingency	5%	\$25,789.50
Engineering	10%	\$51,579.00
Interest	4%	\$20,631.60
Legal	3%	\$15,473.70

<b>Total Estimated Cost</b>		<b>\$649,895.40</b>
-----------------------------	--	---------------------

**Funding**

Utility Funds - Stormwater - 524	50.00%	\$324,947.70
Special Assessments	50.00%	\$324,947.70

**Water Main**

<b>Construction Cost</b>		\$924,695.00
<b>Fees</b>		

Admin	4%	\$36,987.80
Contingency	5%	\$46,234.75
Engineering	10%	\$92,469.50
Interest	4%	\$36,987.80
Legal	3%	\$27,740.85

<b>Total Estimated Cost</b>		<b>\$1,165,115.70</b>
-----------------------------	--	-----------------------

**Funding**

Utility Funds - Water - 501	82.40%	\$960,076.00
Sales Tax Funds - Infrastructure - 420	0.62%	\$7,232.71
Special Assessments	16.98%	\$197,806.99

**Street Light Utility**

<b>Construction Cost</b>		\$231,574.80
<b>Fees</b>		

Admin	4%	\$9,262.99
Contingency	5%	\$11,578.74
Engineering	10%	\$23,157.48
Interest	4%	\$9,262.99
Legal	3%	\$6,947.24

<b>Total Estimated Cost</b>		<b>\$291,784.24</b>
-----------------------------	--	---------------------

**Funding**

Utility Funds - Street Lights - 528	100.00%	\$291,784.24
-------------------------------------	---------	--------------

**Project Funding Summary**

Utility Funds - Wastewater - 521	19.91%	\$949,563.00
Utility Funds - Water - 501	20.13%	\$960,076.00
Utility Funds - Stormwater - 524	6.81%	\$324,947.70
Utility Funds - Street Lights - 528	6.12%	\$291,784.24
Sales Tax Funds - Infrastructure - 420	27.44%	\$1,308,811.33
Special Assessments	19.60%	\$934,757.89

<b>Total Estimated Project Cost</b>		<b>\$4,769,940.16</b>
-------------------------------------	--	-----------------------

We believe this project to be cost effective.



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

Jason Leonard, P.E.  
Division Engineer



**LOCATION AND COMPRISING  
PAVING AND UTILITY REHAB/RECONSTRUCTION  
IMPROVEMENT DISTRICT NO. BR-26-A**

**ON 29TH AVE NE FROM ELM STREET TO LONGFELLOW  
RD, ON EVERGREEN RD N FROM 29TH AVE TO 28TH AVE,  
AND ON LONGFELLOW RD N FROM 29TH AVE TO 28TH  
AVE.**

**LOCATION:**

On 29th Avenue NE from Elm Street to Longfellow Road, on Evergreen Road North from 29th Avenue to 28th Avenue, and on Longfellow Road North from 29th Avenue to 28th Avenue.

**COMPRISING:**

Lot 1, Block 1.

All in Longfellow Park Addition.

Lots 1 through 11, Block 2.

Lot 22, Block 2.

All in Elm Tree Park Addition.

Lots 1 through 22, Block 3.

All in Elm Tree Park Addition.

Lots 1 through 11, Block 4.

All in Elm Tree Park Addition.

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



**RESOLUTION DECLARING  
PAVING AND UTILITY REHAB/RECONSTRUCTION  
NECESSARY  
IMPROVEMENT DISTRICT NO. BR-26-A**

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

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

That a portion of said Paving and Utility Rehab/Reconstruction improvement is to be paid from State and Local Funds, and approximately 19.60% is to be assessed against the benefited property in amounts proportionate to and not exceeding the benefits to be derived by them respectively from said improvement.

Protests against the proposed Paving and Utility Rehab/Reconstruction must be in writing and must be filed with the City Auditor's Office within 30 days after the First publication of this Resolution.

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

# C E R T I F I C A T E

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

I, Steven Sprague, the duly appointed, qualified and acting City Auditor of the City of Fargo, North Dakota do hereby certify that the foregoing is a full, true, and correct copy of a Resolution adopted by the Board of City Commissioners of the City of Fargo at the Regular Meeting of the Board held on Monday, September 15<sup>th</sup>, 2025.

**IN WITNESS WHEREOF**, I have hereunto set my hand and affixed the Seal of the City of Fargo, North Dakota, this 15<sup>th</sup> day of September, 2025.

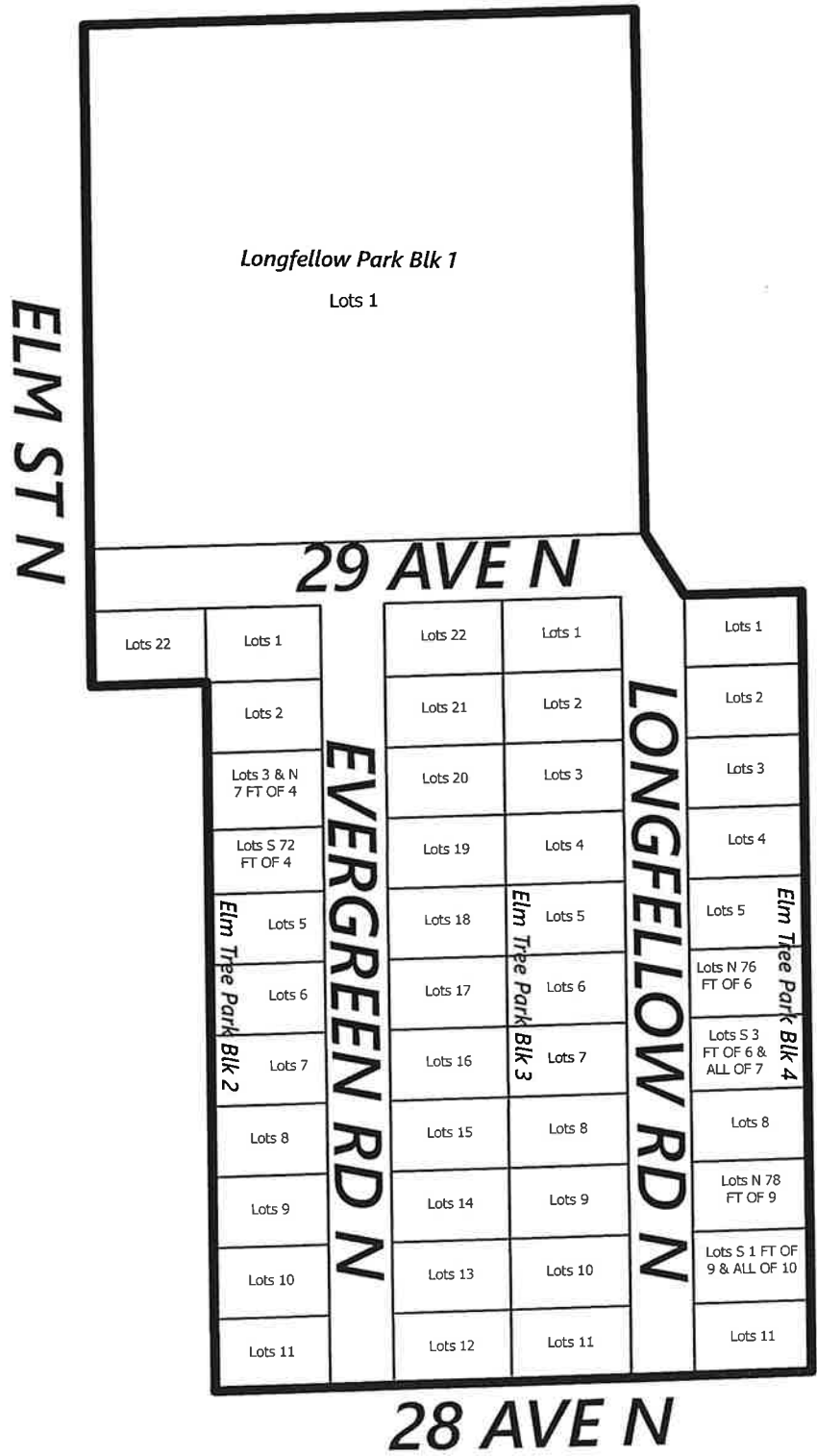
40-22-15

40-22-17

Steven Sprague  
City Auditor

(SEAL)

( September 24 and October 1, 2025 )



CITY OF FARGO  
 ENGINEERING DEPARTMENT  
 LOCATION & ASSESSMENT AREA  
 PAVING AND UTILITY REHAB/RECONSTRUCTION  
 IMPROVEMENT DISTRICT NO. BR-26-A

116

September 4, 2025

Board of City Commissioners  
City of Fargo  
225 4<sup>th</sup> Street North  
Fargo, ND 58102

Re: Permanent Easement – Project #BR-26-A1

Dear Commissioners:

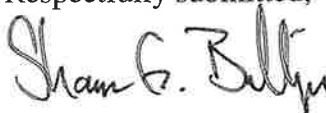
Accompanying for City Commission review and approval is an original permanent easement from **City of Fargo for Use of the Schools aka Fargo Public School District No. 1** in association with Project #BR-26-A1.

RECOMMENDED MOTION:

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

Please return the signed original.

Respectfully submitted,



Shawn G. Bullinger  
Land Acquisition Specialist

C: Kasey D. McNary  
Jason Leonard

**PERMANENT EASEMENT**  
(Bike Trail)

**KNOW ALL MEN BY THESE PRESENTS** that **City of Fargo for Use of the Schools aka Fargo Public School District No. 1**, hereinafter referred to as "Grantor", for and in consideration of the sum of One and no/100 Dollars (\$1.00) and other valuable consideration, to them in hand paid the receipt whereof is hereby acknowledged, **HEREBY GRANTS UNTO THE CITY OF FARGO, CASS COUNTY, NORTH DAKOTA**, a municipal corporation, its successors and assigns, hereinafter referred to as "Grantee", a permanent and perpetual easement over, upon and in the land hereinafter described for the purpose of constructing and maintaining a bike trail/shared use path and associated improvements, together with the customary appurtenances, said tracts being more particularly described as follows:

**Bikepath Easement:**

A tract of land in Lot 1, Block 1 of LONGFELLOW PARK ADDITION to the City of Fargo, Cass County, North Dakota described as follows:

Beginning at the southwest corner of said Lot 1; thence North 2°25'50" West, on the west line of said Lot 1, a distance of 20.04 feet; thence North 86°47'29" East a distance of 49.60 feet; thence 30.96 feet along a tangential curve to the right having a radius of 194.59 feet and a central angle of 9°06'58"; thence South 84°05'32" East a distance of 78.75 feet; thence 20.22 feet along a tangential curve to the left having a radius of 127.08 feet and a central angle of 9°06'59" to a point lying 3.50 feet northerly of, as measured perpendicular to, the south line of said Lot 1; thence North 86°47'29" East, parallel to said south line, a distance of 920.60' to the east line of said Lot 1; thence South 2°11'31" East, on said east line, a distance of 3.50 feet to the southeast corner of said Lot 1; thence South 86°47'29" West, on said south line, a distance of 1099.13 feet to the point of beginning.

Said tract contains 5,775 square feet, more or less.

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

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

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

[Signature pages to follow]

IN WITNESS WHEREOF, Grantor has set its hand and caused this instrument to be executed this 26 day of August, 2025.

**GRANTOR:**

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

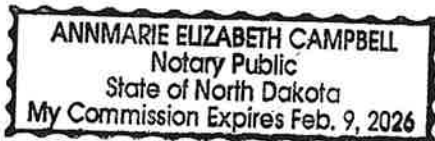
Katie Christensen Mineer  
By: Katie Christensen Mineer  
Its: President

STATE OF NORTH DAKOTA     )  
  )  
COUNTY OF CASS                    )

On this 26<sup>th</sup> day of August, 2025, before me, a notary public in and for said county and state, personally appeared Katie Christensen Mineer to me known to be the Board President of City of Fargo for Use of the Schools aka Fargo Public School District No. 1, and who executed the foregoing instrument, and acknowledged to me that he/she executed the same on behalf of City of Fargo for Use of the Schools aka Fargo Public School District No. 1.

(SEAL)

Ann Marie Elizabeth Campbell  
Notary Public  
My Commission Expires:



**GRANTEE:**

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

\_\_\_\_\_  
Timothy J. Mahoney, Mayor

**ATTEST:**

\_\_\_\_\_  
Steve Sprague, City Auditor

STATE OF NORTH DAKOTA    )  
  )  
COUNTY OF CASS            )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2025, before me a notary public in and for said county and state, personally appeared Timothy J. Mahoney and Steve Sprague, known to me to be the Mayor and 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.

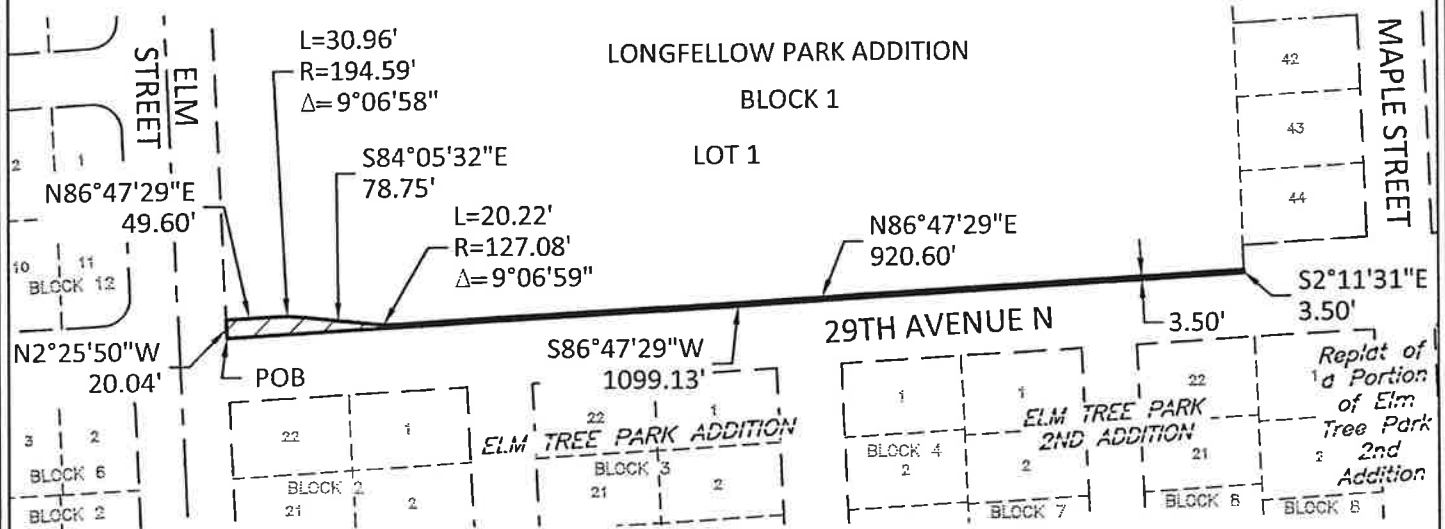
(SEAL)

\_\_\_\_\_  
Notary Public  
My Commission Expires:

The legal description was prepared by:  
Brent W. Wacha (LS-5068)  
Professional Land Surveyor  
City of Fargo  
225 4<sup>th</sup> Street N  
Fargo ND 58102  
(701) 476-6638

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

# EXHIBIT A



## Description:

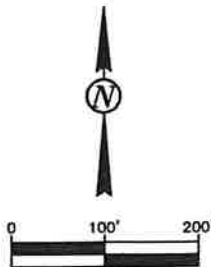
A tract of land in Lot 1, Block 1 of LONGFELLOW PARK ADDITION to the City of Fargo, Cass County, North Dakota described as follows:

Beginning at the southwest corner of said Lot 1; thence North 2°25'50" West, on the west line of said Lot 1, a distance of 20.04 feet; thence North 86°47'29" East a distance of 49.60 feet; thence 30.96 feet along a tangential curve to the right having a radius of 194.59 feet and a central angle of 9°06'58"; thence South 84°05'32" East a distance of 78.75 feet; thence 20.22 feet along a tangential curve to the left having a radius of 127.08 feet and a central angle of 9°06'59" to a point lying 3.50 feet northerly of, as measured perpendicular to, the south line of said Lot 1; thence North 86°47'29" East, parallel to said south line, a distance of 920.60' to the east line of said Lot 1; thence South 2°11'31" East, on said east line, a distance of 3.50 feet to the southeast corner of said Lot 1; thence South 86°47'29" West, on said south line, a distance of 1099.13 feet to the point of beginning.

Said tract contains 5,775 square feet, more or less.

## LEGEND

- NEW PERMANENT EASEMENT
- LOT LINE
- RIGHT-OF-WAY
- EXISTING EASEMENT
- SECTION LINE



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



ENGINEERING DEPT.

## NEW PERMANENT EASEMENT

LOT 1, BLOCK 1, LONGFELLOW PARK ADDITION,  
CITY OF FARGO, CASS COUNTY, NORTH DAKOTA

DRAWN BY: BWV

APPROVED BY: BWV

DATE: MAY 19, 2025

SHEET 1 OF 1



## PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

(17)

Type: Developer Agreement

Location: Brekke 64<sup>th</sup> Avenue Addition

Date of Hearing: 2/24/2025

Routing

City Commission

PWPEC File

Project File

Date9/15/25XNathan Boerboom

The Committee reviewed a communication from Assistant City Engineer, Nathan Boerboom, regarding a Developer Agreement with Brekke Custom Homes to define the responsibilities associated with the private road, utilities, and storm water management facilities.

On a motion by Tim Mahoney, seconded by Nicole Crutchfield, the Committee voted to recommend approval of the Developer Agreement for Brekke 64<sup>th</sup> Avenue Addition.

RECOMMENDED MOTION

Concur with the recommendations of PWPEC and approve the Developer Agreement for Brekke 64<sup>th</sup> Avenue Addition.

PROJECT FINANCING INFORMATION:

Recommended source of funding for project: None

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

Yes	No
	N/A
	N/A
	N/A

COMMITTEE

Tim Mahoney, Mayor  
Nicole Crutchfield, Director of Planning  
Steve Dirksen, Fire Chief  
Brenda Derrig, Assistant City Administrator  
Ben Dow, Director of Operations  
Steve Sprague, City Auditor  
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 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:

C: Kristi Olson

  
Tom Knakmuhs, P.E.  
City Engineer

# Memorandum

**To:** Members of PWPEC  
**From:** Nathan Boerboom, Assistant City Engineer  
**Date:** February 20, 2025  
**Re:** Developer Agreements for Brekke 64<sup>th</sup> Avenue Addition

---

**Background:**

The Brekke 64<sup>th</sup> Avenue Addition involves the platting of thirty residential lots. This proposed development includes a private road and utilities to service the lots, with two connections to 64<sup>th</sup> Avenue South. To support this development, staff has created a Developer Agreement to define the responsibilities associated with the private road, utilities, and storm water management facilities.

The following are key components of the Developer Agreement:

- The private road and utilities will be funded, constructed, owned, and maintained by the property owners, with no financial or operational responsibility on the part of the City.
- The Developer will not be allowed to conduct snow removal operations or store snow on adjacent City-owned property.
- Instead of construction of an on-site storm water retention facility, the Developer has requested to directly connect the storm sewer serving the Brekke 64<sup>th</sup> Avenue Addition to the existing City-owned stormwater facility located south of the development.
- In response to this request, staff has reviewed existing hydraulic modeling and determined the additional storm water runoff into the City-owned facility will not adversely impact the overall City storm sewer system.
- To support this request, the Developer will be required to:
  - Pay the City \$54,093.12, an amount estimated to reflect the cost of constructing an on-site storm water retention facility.
  - Enter into an easement with the City for the private storm sewer on City owned property, which will include a requirement that the Developer funds any maintenance and rehabilitation of the private storm sewer.
    - If Developer does not maintain the private storm sewer, the City will retain the right to undertake the work and recoup the costs through special assessments, including applicable fees.
  - Meet the storm water quality requirements through an on-site storm water treatment device.

Attached with this Memorandum are the draft Developer Agreement and Storm Sewer Easement with Brekke Custom Homes.

**Recommended Motion:**

Approve the Developer Agreement and Storm Sewer Easement for the Brekke 64<sup>th</sup> Avenue Addition.

NAB/klb  
Attachments

## **Developer Agreement**

This Agreement, made and entered into between Brekke Custom Homes, Inc., (“Developer”), and the City of Fargo, a municipal corporation (“City”), is for the purpose of establishing certain rights and responsibilities related to private roadway and utilities, including a private storm sewer outfall, for the property identified below and legally described on the attached Exhibit A (the “Development Property”). For good and valuable consideration hereby acknowledged, the parties agree as follows:

1. Developer holds all right, title, and interest in the Development Property, known as Lots 1-30 in Block 1 of the Brekke 64<sup>th</sup> Avenue Addition in the City of Fargo, Cass County, North Dakota. Developer intends to develop the Development Property.
2. Developer will fund design, construction, maintenance (including snow removal), and rehabilitation of the private road and utilities to service the Development Property. The private road will have two connections to 64<sup>th</sup> Avenue South. The private road shall be located within the private access and utility easement, as depicted on the Brekke 64<sup>th</sup> Avenue Addition plat.

The parties hereby agree that the City shall not be involved in nor responsible for any of the design, construction, maintenance (including snow removal), or improvements to the private utilities or private road within the Development Property. The parties further agree the City shall not be responsible for nor liable for any of the costs or expenses associated with the design, construction, maintenance, or improvements to the private utilities or private roads within the Development Property.

3. Developer agrees that at no time will any snow removal operations or snow storage be allowed to occur on the adjacent City owned property.

4. The Developer has requested permission to directly connect the storm sewer serving Brekke 64<sup>th</sup> Avenue Addition to the existing City owned storm water facility located south of the Brekke 64<sup>th</sup> Avenue Addition. This City owned facility was originally constructed as a borrow source for clay material used in flood mitigation projects. Since the completion of the borrow operations, this facility has been integrated into the City's overall storm sewer system to provide improved operations of the City owned storm sewer lift station #58 by providing additional storm water detention. These operational improvements have been demonstrated through hydraulic modeling of the City's storm sewer system in this area.

As a result of the Developer's request, the City has reviewed the hydraulic modeling and determined that storm water runoff from Brekke 64<sup>th</sup> Avenue Addition can be routed into the adjacent City owned storm water facility without adversely impacting the overall City storm sewer system.

Since the Developer will not be required to construct an on-site storm water detention facility and has not contributed to any improvement district for the construction of a regional storm water facility, both parties have agreed that the Developer will pay the City \$54,093.12 to connect directly to the City owned facility. This cost is an estimate based on what it would have cost the Developer to construct a storm water detention facility within Brekke 64<sup>th</sup> Avenue Addition. Upon receipt of this payment, the City will grant a storm water easement for the private storm sewer outfall, allowing direct connection to the adjacent City owned storm water facility. The storm water easement shall provide that if the Developer fails to fund maintenance and rehabilitation then City will have the right to undertake the work and specially assess the Development Property as more fully specified in the storm water easement or, to the extent applicable, City ordinance.

The City owned storm water facility will provide the necessary storm water quantity for the entirety of the Brekke 64<sup>th</sup> Avenue Addition. The Developer will be required to meet storm water quality, as outlined in the current City of Fargo's Policy on Storm Water Discharge and Treatment Requirements, through an on-site storm water treatment device. This device will be owned and maintained by the Developer.

5. This Agreement shall be binding upon the respective successors and assigns of the parties hereto, including a purchaser of any portion of the Development Property. Developer agrees to inform any purchaser of any portion of the Development Property of the existence and content of this Agreement.
6. The parties hereby agree that this Agreement may be recorded against the Development Property.

7. This Agreement will be construed and enforced in accordance with North Dakota law. The parties agree any litigation arising out of this Agreement will be venued in District Court in Cass County, North Dakota, and the parties waive any objection to personal jurisdiction.
8. The failure or delay of a party to insist on the performance of any of the terms of this Agreement, or the waiver of any breach of any of the terms of this Agreement, will not be construed as a waiver by that party of those terms, and those terms will continue and remain in full force and effect as if no forbearance or waiver had occurred and will not affect the validity of this Agreement, or the right of the party to enforce each and every term of this Agreement.
9. If any court of competent jurisdiction finds any provision or part of this Agreement is invalid, illegal, or unenforceable, that portion will be deemed severed from this Agreement, and all remaining terms and provisions of this Agreement will remain binding and enforceable, and the parties' obligations under this Agreement will remain binding and enforceable.
10. This Agreement, together with any related documents, as well as any amendments to those agreements and documents, constitutes the entire agreement between the parties regarding the matters described in this Agreement.
11. Any modifications or amendments of this Agreement must be in writing and signed by both parties to this Agreement.

Developer

Brekke Custom Homes, Inc.

Dated: 7-25-25

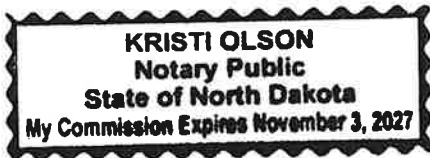
M. J. Brekke

By: Michael J. Brekke

Its: President

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

On this 25<sup>th</sup> day of July, 2025, before me, a notary public in and for said county and state, personally appeared Michael J. Brekke, an authorized signatory of Brekke Custom Homes, Inc., the person described in and that executed the within and foregoing instrument, and acknowledged to me that said person executed the same.



(SEAL)

Kristi Olson  
Notary Public

ss. Cass, ND  
My Commission expires: November 3, 2027

City of Fargo, a municipal corporation

Dated: \_\_\_\_\_

\_\_\_\_\_  
Timothy J. Mahoney, Mayor

ATTEST

\_\_\_\_\_  
Steve Sprague, City Auditor

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

On this \_\_\_\_ day of \_\_\_\_\_, 2025, before me, a notary public in and for said county and state, personally appeared TIMOTHY J. MAHONEY and STEVEN SPRAGUE, to me known to be the Mayor and City Auditor, respectively, of the City of Fargo, Cass County, North Dakota, the municipal corporation described in and that executed the within and foregoing instrument, and acknowledged to me that said municipal corporation executed the same.

\_\_\_\_\_  
Notary Public  
Cass County, ND  
My Commission expires:

(SEAL)

Exhibit A- Development Property

Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, and 30 in Block 1 of the Brekke 64<sup>th</sup> Avenue Addition in the City of Fargo, Cass County, North Dakota.



## PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

18

Type: 2026 to 2027 State of North Dakota Flex Funds  
Project Application Revision

Location: Citywide

Date of Hearing: 9/8/2025

RoutingDate

City Commission

9/15/2025

PWPEC File

X

Project File

Jeremy Gorden

The Committee reviewed a communication from Transportation Division Engineer, Jeremy Gorden, regarding a revision to the recommendations for the State of North Dakota Flex Funds Project Applications. Upon further review, we would like to rescind our recommendation to include the roundabout on 17<sup>th</sup> Avenue South in the submittal.

The three projects remaining will be recommended for this program:

- Reconstruction of NP Avenue from 2<sup>nd</sup> Street to 4<sup>th</sup> Street - \$5,458,102.85
- Asphalt Paving, Shared Use Path, and Street Lighting on 64<sup>th</sup> Avenue South from 45<sup>th</sup> Street to Veterans Boulevard - \$1,897,404.00
- Concrete Pavement Rehabilitation on 45<sup>th</sup> Street from 9<sup>th</sup> Avenue South to I-94 - \$15,257,944.88

On a motion by Nicole Crutchfield, seconded by Ben Dow, the Committee recommends approval of the removal of the 17<sup>th</sup> Avenue South roundabout project from the City's application to the State of North Dakota Flex Funds Projects.

RECOMMENDED MOTION

Concur with the recommendations of PWPEC and approve the removal of the 17<sup>th</sup> Avenue South roundabout project from the City's application to the State of North Dakota Flex Funds Projects.

PROJECT FINANCING INFORMATION:

Recommended source of funding for project:

N/A

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


Yes No

N/AN/AN/ACOMMITTEE

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

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

ATTEST:

  
Nathan Boerboom, P.E.  
Assistant City Engineer

## Memorandum

**To:** Members of PWPEC

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

**Date:** September 4, 2025

**Re:** Revision to Recommendations for State of North Dakota Flex Funds Project  
Applications Fiscal Years 2026 and 2027

---

### Background:

A month ago I brought 4 projects to this Committee for approval to be submitted to NDOT for Flex Fund dollars. To refresh your memories, the four projects were:

- Reconstruction of NP Avenue from 2<sup>nd</sup> Street to 4<sup>th</sup> Street – \$5.7M
- Concrete Rehab Project on 45<sup>th</sup> Street from 9<sup>th</sup> Avenue South to I-94 – \$15.2M
- Asphalt Paving and Path Project on 64<sup>th</sup> Avenue South from 45<sup>th</sup> Street to Veterans Blvd – \$1.9M
- Roundabout installation at 17<sup>th</sup> Avenue South & 38<sup>th</sup> Street – \$3.5M

Upon further review, we'd like to rescind our recommendation to include the roundabout on 17<sup>th</sup> Avenue South in this submittal. We still believe the project is a good idea, but we believe the other three are of greater priority, and we don't want to be competing with ourselves with the submittal.

### Recommended Motion:

To remove the Flex Fund application for the previously approved 17<sup>th</sup> Avenue South roundabout project.

JMG/klb

## PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

(19)

Project No. TR-26-A0

Type: Amendment #3

Location: 19th Ave N & University Dr;  
45th St & 23rd Ave S

Date of Hearing: 9/8/2025

RoutingDate

City Commission

9/15/2025

PWPEC File

X

Project File

Shane Geraghty

The Committee reviewed a communication from Project Manager, Shane Geraghty, related to Contract Amendment #3 submitted by HDR Engineering in the amount of \$12,230.00 for additional work.

Staff is recommending approval of Amendment #3 in the amount of \$12,230.00, bringing the total contract amount to \$86,180.70.

On a motion by Steve Sprague, seconded by Brenda Derrig, the Committee voted to recommend approval of the Contract Amendment #3 to HDR Engineering.

RECOMMENDED MOTION

Concur with the recommendations of PWPEC and approve Contract Amendment #3 in the amount of \$12,230.00, bringing the total contract amount to \$86,180.70 to HDR Engineering.

PROJECT FINANCING INFORMATION:

Recommended source of funding for project: HSIP Funds

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

Yes	No
N/A	
N/A	
N/A	


COMMITTEE

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

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

ATTEST:

C: Kristi Olson

  
Nathan Boerboom, P.E.  
Assistant City Engineer

## Memorandum

**To:** PWPEC  
**From:** Shane Geraghty, PE, Civil Engineer  
**Date:** September 8, 2025  
**Re:** Project No. TR-26-A0 Amendment #3  
Engineering of Record Services

---

### **Background:**

Project No. TR-26-A0 is an HSIP Intersection Safety Project aimed at increasing sight lines and therefore safety at the intersections of University and 19<sup>th</sup> Avenue North and 45<sup>th</sup> Street and 23<sup>rd</sup> Avenue South. The project will reduce or eliminate the negative offset of the left turn lanes. Due to the timing of the funding available, the project is scheduled to be completed during the 2026 construction season. The City has contracted with HDR to complete the design of this project.

HDR was asked to assist the City by providing engineer of record services including providing bidding assistance, answering bidder's questions and creating addendums (as needed), providing construction support with shop drawing reviews, design inquiry support, and coordination with construction and survey staff.

This amendment is for HDR to provide the above engineer of record services. It increases the overall cost by \$12,230. Funding for the design and improvements will be provided through HSIP funds.

### **Recommendation Motion:**

Approve Amendment #3 in the amount of \$12,230 to HDR.

## APPENDIX A

JULY 2025

Project No. TR-26-A0  
City of Fargo, North Dakota  
**PROJECT SCOPE OF SERVICES – AMENDMENT 3**  
HDR Engineering, Inc.

Design and project data will become the property of the City of Fargo upon completion of the project. Project information will be generated following the formats, standards, and regulations below:

- Microsoft Word
- Microsoft Excel
- Microsoft "Project"
- Autodesk AutoCAD Civil 3D
- City of Fargo Standard Specifications for Construction
- City of Fargo Consultant Guide for Project Development
- NDDOT Design Manual and Plan Preparation Guide Website
- Adobe Acrobat (standard or compatible)

### PROJECT OVERVIEW

Amendment #3 is required to include engineer of record services.

### SCOPE OF SERVICES TO BE PERFORMED:

#### Task 1 – Project Administration (in addition to original scope of services and prior amendments)

##### ***1.2 Progress Reporting and Invoicing***

HDR will prepare and submit monthly progress reports to the appropriate City of Fargo Representatives in electronic PDF format via e-mail. The report will include percent complete of milestone activities; a review of activities completed since previous progress report, and planned activities for next reporting period. The report will also include action items to be completed by the City of Fargo. Invoices will be reviewed by the Project Manager prior to submittal to the City of Fargo for payment.

##### ***1.4 QA/QA and Management Reviews***

QC/QA reviews will be conducted in accordance with HDR's QC/QA plan.

##### ***1.5 Project Development and Staff Meetings***

HDR's project manager will monitor project milestones and conduct staff meetings as needed to coordinate with project staff and to discuss work plan. The project scope and budget will be tracked, and the City of Fargo will be notified of potential changes.

#### Task 6 – Engineer of Record

HDR will be available to answer pre-bid questions from the contractors. HDR will provide staff to prepare addendums, if necessary. HDR will be available during the bid opening to assist in recommendations to award the project. HDR will be available during the construction phase of the project for shop/work drawing review, design inquiry support, and coordination with construction and survey staff. HDR will provide staff to respond to questions that arise during construction and will also be available to assist in documenting design change orders.

##### **Assumptions**

- Assumes up to one (1) addendum (up to 5 plan sheets)
- Assumes up to one (1) change order (up to 5 plan sheets)
- Assumes up to three (3) shop/work drawing submittals (up to 15 pages each)

**Exhibit B****WORK HOUR AND FEE ESTIMATE - Amendment #3**

Project No. TR-26-A0

HDR Engineering, Inc. - Fargo, ND

CLASSIFICATION	HOURS	RATE	TOTAL
Project Manager 2	8	\$195.00	\$1,560.00
Project Manager 6	2	\$260.00	\$520.00
Engineer 1	44	\$125.00	\$5,500.00
Engineer 5	22	\$180.00	\$3,960.00
Project Assistant	2	\$105.00	\$210.00
Project Controller	4	\$120.00	\$480.00
<b>TOTAL DIRECT LABOR</b>	<b>82</b>		<b>\$12,230.00</b>

**INDIRECT COSTS**

\$0.00

**INDIRECT COST TOTAL****\$0.00**

DIRECT LABOR	\$12,230.00
INDIRECT COSTS	\$0.00
<b>TOTAL PROJECT COST</b>	<b>\$12,230.00</b>

## PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

20

Project No.: VF-25-B1 Type: Agreement, Easement, Infrastructure Request &amp; CIP Revision

Location: Alex's First Addition Date of Hearing: 9/8/2025

Routing

City Commission

PWPEC File

Project File

Date  
9/15/25  
 X  
Nathan Boerboom

The Committee reviewed a communication from Assistant City Engineer, Nathan Boerboom, regarding a Pond Construction and Maintenance Agreement, Storm Sewer Easement, and Infrastructure Request for Project VF-25-B1.

KLC Holdings, LLC approached the City regarding the construction of a regional storm water retention pond to serve Lot 1, Block 1 and Lot 1, Block 2 of Alex's First Addition. To accommodate this approach, modifications to the existing City storm sewer within Alexander Drive are required to allow stormwater runoff from Lot 1 to be routed into the pond. To formalize responsibilities and support the storm sewer modifications, staff has developed a Pond Construction and Maintenance Agreement along with a storm sewer easement. Under the agreement, the property owner will fund the construction of the pond and storm sewer modifications and will own, operate, and maintain the pond in perpetuity. The City will own, operate, and maintain the storm sewer within Lot 2 that enters and exits the pond.

The property owner has submitted an infrastructure request stating they will fund design, construction, inspection, and administration of the project. They will also be required to pay a four percent oversight fee. As part of this request, staff recommends adding the project to the 2025 Capital Improvements Plan (CIP) as Project No. VF-25-B1.

On a motion by Brenda Derrig, seconded by Nicole Crutchfield, the Committee voted to recommend approval of the Pond Construction and Maintenance Agreement, Storm Sewer Easement, and addition of Project No. VF-25-B1 to the 2025 CIP.

RECOMMENDED MOTION

Concur with the recommendations of PWPEC and approve the Pond Construction and Maintenance Agreement, Storm Sewer Easement, and addition of Project No. VF-25-B1 to the 2025 CIP.

PROJECT FINANCING INFORMATION:Recommended source of funding for project: Developer Funded

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

Yes	No
N/A	
N/A	
N/A	

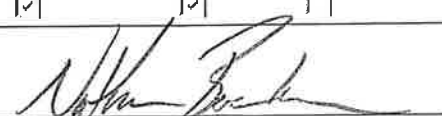
COMMITTEE

Tim Mahoney, Mayor  
 Nicole Crutchfield, Director of Planning  
 Gary Lorenz, Fire Chief  
 Brenda Derrig, Assistant City Administrator  
 Ben Dow, Director of Operations  
 Steve Sprague, City Auditor  
 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 checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Nathan Boerboom
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	

ATTEST:

C: Kristi Olson

  
 Nathan Boerboom, P.E.  
 Assistant City Engineer

# Memorandum

**To:** Members of PWPEC  
**From:** Nathan Boerboom, Assistant City Engineer  
**Date:** September 4, 2025  
**Re:** Project No. VF-25-B1 - Pond Construction and Maintenance Agreement, Storm Sewer Easement and Infrastructure Request - Alex's First Addition

---

## **Background:**

The property owner, KLC Holdings, LLC of Lot 1, Block 1 and Lot 1, Block 2 of Alex's First Addition approached the City regarding the construction of a regional storm water retention pond to serve the two previously mentioned lots. Stormwater management for these two lots was originally planned through on-site facilities. However, the owner now proposes to address the stormwater management for both lots with a private pond constructed on Lot 1, Block 2. To accommodate this approach, modifications to the existing City storm sewer within Alexander Drive are required to allow stormwater runoff from Lot 1 to be routed into the pond.

To formalize responsibilities and support the storm sewer modifications, staff has developed a Pond Construction and Maintenance Agreement along with a storm sewer easement. Under the Agreement, the property owner will fund construction of the pond and storm sewer modifications and will own, operate, and maintain the pond in perpetuity. The City, in turn, will own, operate, and maintain the storm sewer within Lot 2 that enters and exits the pond, as outlined within the Agreement and Storm Sewer Easement.

The property owner has submitted an infrastructure request stating they will fund design, construction, inspection, and administration of the project. Consistent with the City's Infrastructure Funding Policy, they will also be required to pay a four percent oversight fee. As part of this request, staff recommends adding the project to the 2025 Capital Improvements Plan (CIP) as Project No. VF-25-B1.

Attached with this Memorandum are the Pond Construction and Maintenance Agreement, Storm Sewer Easement, and Infrastructure Request. A map showing the project location and proposed improvements is also included.

## **Recommended Motion:**

Approve the Pond Construction and Maintenance Agreement and Storm Sewer Easement for Project No. VF-25-B1 and add this project to the 2025 CIP.

NAB/klb  
Attachments



**POND CONSTRUCTION AND MAINTENANCE AGREEMENT**  
**ALEX'S FIRST ADDITION**

This Pond Construction and Maintenance Agreement ("Agreement") is made and entered into by and between KLC Holdings, LLC (together with its affiliates, successors and assigns), a North Dakota limited liability company ("Developer"), and the City of Fargo, a North Dakota municipal corporation, ("City"). The City and Developer are sometimes referred to herein collectively as the "Parties" and each individually as a "Party".

**Recitals**

A. Developer is the current owner of real property consisting of Lot 1, Block 1 and Lot 1, Block 2 of Alex's First Addition in the City of Fargo, Cass County, North Dakota ("Development Property"). The Development Property is more particularly described on Exhibit A attached hereto and incorporated by reference herein.

B. Developer proposed to construct a storm water retention pond on Lot 1, Block 2 of Alex's First Addition to serve Lot 1, Block 1 and Lot 1, Block 2 of Alex's First Addition (the "Project").

C. To allow for appropriate storm water management, the City is willing to allow the Developer to construct the storm water retention pond and modify the City-owned storm sewer located within Alexander Drive South under certain terms and conditions.

D. The Parties now desire to incorporate their agreements and understandings with respect to the Project into this Development Agreement.

NOW, THEREFORE, in consideration of the foregoing recitals and mutual covenants and agreements contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. Developer holds all right, title, and interest in the Development Property. Developer intends to participate in the development of the Development Property.
2. The Developer will construct, operate, and maintain a private storm water retention pond on Lot 1, Block 2 of the Development Property ("Private Pond"). The Private Pond will serve Lot 1, Block 1 and Lot 1, Block 2 of the Development Property. The legal description of the Private Pond is as follows:

That part of Lot 1, Block 2, ALEX'S FIRST 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:

Beginning at the northeast corner of said Lot 1; thence South 03 degrees 00 minutes 54 seconds East on a record bearing along the easterly line of said Lot 1 for a distance of 100.50 feet; thence southerly, continuing along said easterly line on a tangential curve concave to the west, having a radius of 400.00 feet and a central angle of 27 degrees 55 minutes 01 second for an arc distance of 194.90 feet; thence southerly, continuing along said easterly line on a reverse curve, concave to the east, having a radius of 640.68 feet and a central angle of 03 degrees 17 minutes 46 seconds for an arc distance of 36.86 feet; thence North 70 degrees 38 minutes 10 seconds West for a distance of 16.13 feet; thence South 87 degrees 38 minutes 28 seconds West for a distance of 162.99 feet; thence North 01 degree 38 minutes 09 seconds West for a distance of 312.91 feet to the north line of said Lot 1; thence North 86 degrees 59 minutes 06 seconds East along said north line for a distance of 233.22 feet to the point of beginning.

The above described tract contains 70,215 square feet, more or less, and is subject to all easements, restrictions, reservations and rights-of-way of record, if any.

The Private Pond is pictorial represented on the attached Exhibit B.

3. For the purpose of allowing storm water runoff from Lot 1, Block 1 of the Development Property to enter the Private Pond, the City hereby agrees to allow Developer to modify City-owned storm sewer located within the right-of-way of Alexander Drive South. More specifically, City will allow Developer to complete the Project to re-route the City-owned storm sewer, at or downstream of the Lot 1, Block 1 connection point, to the Private Pond to be constructed by Developer on Lot 1, Block

2 of the Development Property. City will allow storm water runoff from Lot 1, Block 1 to flow directly into the City-owned storm sewer and discharge into the Private Pond.

4. Developer hereby agrees and acknowledges that storm water runoff originating from Lot 1, Block 2 of the Development Property will be required to discharge directly into the Private Pond. Any and all storm sewer serving Lot 1, Block 2 of the Development Property will be owned, operated, and maintained by Developer.
5. Developer will at all times own, operate, and maintain the Private Pond. Developer hereby agrees and acknowledges that it will remain responsible for all future maintenance, repairs, and upkeep of the Private Pond, including but not limited to, cleaning and removing sediment from the Private Pond. The Private Pond will be subject to the Resolution Approving Permit Fees and Noncompliance Fees for Storm Water Management, under Chapter 37 of the Fargo Municipal Code, as adopted by the City Commission, as thereafter modified or amended, and the applicable non-compliance fees imposed for non-compliant long-term maintenance responsibilities of the Private Pond. If Developer fails to perform maintenance, repairs, and upkeep of the Private Pond, then Developer hereby grants a license unto City allowing access to the Development Property to perform such work, in the sole discretion of City, and for City to assess all costs and expenses of performing such maintenance, repairs, and upkeep to the Private Pond. In doing so, Developer hereby waives its right to protest any resolution(s) of necessity for the work, and specifically consents to the assessment of the costs and expenses thereof to the Development Property. Developer further waives its right to protest the amount, benefit, or any other attribute of the assessment related to the work.
6. City will at all times own, operate, and maintain the storm sewer entering and exiting the Private Pond constructed by Developer. Developer hereby agrees to grant City the necessary easements for the portions of the City-owned storm sewer which may underlie the Development Property, which shall be determined more specifically at a future date. The location of the easement and the form of the easement agreement shall be mutually acceptable to the Developer and City.
7. The Parties hereby agree that the maximum allowable impervious areas for both Lot 1, Block 1 and Lot 1, Block 2 of the Development Property will each be eighty-five percent (85%) impervious.
8. Developer shall, at its sole cost and expense, design, bid, and construct the storm sewer, Private Pond, and related improvements and customary appurtenances. With respect to the design, bid, and construction, the Parties agree to the following:

- a. Developer will contract with and fund the Project through consultant(s) prequalified under the City's existing Master Service Agreement for the construction, administration, inspection, and survey of public improvements.
  - b. Any contractor hired by Developer to construct the Project must be deemed a qualified bidder, be a licensed excavator with the City of Fargo, and have a current license with the State of North Dakota.
  - c. Developer will pay City a four percent (4%) fee, based on construction costs of the Project, in accordance with the City of Fargo Infrastructure Funding Policy in effect at the time of commencement of the Project.
  - d. City will review and must approve the design, plans, and specifications for construction prior to Developer constructing the Project. The design and construction shall follow the City of Fargo Standard Specifications for Construction.
  - e. City will complete inspection of construction of the Project at a frequency deemed necessary by the City, and issue an acceptance letter to Developer upon completion of the Project.
  - f. City shall participate in the final walk through and punch list creation with the Developer and contractor selected to construct the Project.
    - i. Prior to the final walk through, the City will televise the storm sewer installed as part of the Project and provide the televising report to the Developer. Any identified issues from the televising will become part of the punch list.
  - g. Developer shall provide as-builts within ninety (90) days of final acceptance of the Project by City.
  - h. Developer shall warranty work for one (1) year after final acceptance by City.
9. The City shall have no obligation, liability, or responsibility for any costs, expenses, payments, or obligation arising from the Developer's construction, ownership, use, maintenance, and upkeep of the Private Pond. In no event will the City be responsible for any payments related to the Private Pond or the Project, including payments for additional work or payments for costs occasioned by unforeseen or changed conditions encountered during the work.
10. The City agrees it will be responsible for all operation and maintenance requirements of the City-owned storm sewer, and other public infrastructure located in the right of way.
11. The Developer understands and agrees that the City shall have the right to inspect the Project and that the City reserves the right to reject all or portions of the Project if the

same does not comply with the terms, conditions, and limitations set forth in this Agreement or otherwise required by City ordinance, standards, or regulations. The City agrees to identify any deficiencies in the Project in writing, and Developer agrees to correct and/or repair such deficiencies to City's reasonable satisfaction within ninety (90) days of the City's notice of rejection, unless a longer time is agreed to in writing.

12. Developer shall require Developer's licensed contractor to name the City as an additional insured and shall provide the City with proof of such insurance before commencing any construction activities.
13. All barricades and traffic control measures, if any, installed by or on behalf of Developer in connection with the Project shall comply with the latest edition of the Manual on Uniform Traffic Control Devices.
14. Governing Law. This Agreement will be construed and enforced in accordance with North Dakota law. The Parties agree any litigation arising out of this Agreement will be venued in District Court in Cass County, North Dakota, and the parties waive any objection to personal jurisdiction.
15. No Forbearance. The failure or delay of either 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 of either Party to enforce each and every term of this Agreement.
16. Successor Parties. This Agreement shall be binding upon the respective successors and assigns of the Parties hereto. Developer agrees to inform any purchasers of the Development Property of the existence and context of this Agreement. Developer also hereby agrees to notify the City no later than ten (10) days prior to an assignment or sale of the Development Property.
17. Severability. If any court of competent jurisdiction finds any provision or part of this Agreement is invalid, illegal, or unenforceable, that portion will be deemed severed from this Agreement, and all remaining terms and provisions of this Agreement will remain binding and enforceable, and the parties' obligations under this Agreement will remain binding and enforceable.
18. Time is of the Essence. Time is of the essence of all the Parties' respective obligations under this Agreement.

19. Entire Agreement. This Agreement, together with any related documents, as well as any amendments to those agreements and documents, constitutes the entire agreement between the parties regarding the matters described in this Agreement.
20. Counterparts. This Agreement may be executed in as many counterparts as may be deemed necessary and convenient, and by the Parties in separate counterparts, each of which, when so executed, shall be deemed an original, but all such counterparts shall constitute one and the same instrument. A scanned or photocopy signature on this Agreement, any amendment hereto or any notice delivered hereunder shall have the same legal effect as an original signature.
21. Modifications. Any modifications or amendments of this Agreement must be in writing and signed by both parties to this Agreement.
22. Recording of Agreement. The Parties hereby agree that this Agreement may be recorded against the Development Property.

**[Signature Pages Follow.]**

Developer

KLC Holdings, LLC

Dated: 8/28/25

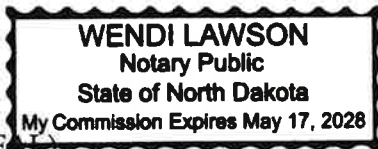
[Signature]

By: KEVIN CHRISTIANSON

Its: PRES

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

On this 28<sup>th</sup> day of August, 2025, before me, a notary public in and for said county and state, personally appeared Kevin Christianson, an authorized signatory of KLC Holdings, LLC, the person described in and that executed the within and foregoing instrument, and acknowledged to me that said person executed the same.



(SEAL)

[Signature]

Notary Public  
Cass County, ND  
My Commission expires:





City of Fargo, a municipal corporation

Dated: \_\_\_\_\_

Timothy J Mahoney, Mayor

ATTEST

\_\_\_\_\_  
Steve Sprague, City Auditor

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

On this \_\_\_\_ day of \_\_\_\_\_, 2025, before me, a notary public in and for said county and state, personally appeared TIMOTHY J. MAHONEY and STEVEN SPRAGUE, to me known to be the Mayor and City Auditor, respectively, of the City of Fargo, Cass County, North Dakota, the municipal corporation described in and that executed the within and foregoing instrument, and acknowledged to me that said municipal corporation executed the same.

\_\_\_\_\_  
Notary Public  
Cass County, ND  
My Commission expires:

(SEAL)

EXHIBIT "A"

Development Property

Lot 1, Block 1, and Lot 1, Block 2, of Alex's First Addition  
in the City of Fargo, Cass County, North Dakota

EXHIBIT "B"

Private Pond

# Exhibit B

## EXHIBIT

### DESCRIPTION

That part of Lot 1, Block 2, ALEX'S FIRST 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:

Beginning at the northeast corner of said Lot 1; thence South 03 degrees 00 minutes 54 seconds East on a record bearing along the easterly line of said Lot 1 for a distance of 100.50 feet; thence southerly, continuing along said easterly line on a tangential curve concave to the west, having a radius of 400.00 feet and a central angle of 27 degrees 55 minutes 01 second for an arc distance of 194.90 feet; thence southerly, continuing along said easterly line on a reverse curve, concave to the east, having a radius of 640.68 feet and a central angle of 03 degrees 17 minutes 46 seconds for an arc distance of 36.86 feet; thence North 70 degrees 38 minutes 10 seconds West for a distance of 16.13 feet; thence South 87 degrees 38 minutes 28 seconds West for a distance of 162.99 feet; thence North 01 degree 38 minutes 09 seconds West for a distance of 312.91 feet to the north line of said Lot 1; thence North 86 degrees 59 minutes 06 seconds East along said north line for a distance of 233.22 feet to the point of beginning.

The above described tract contains 70,215 square feet, more or less, and is subject to all easements, restrictions, reservations and rights-of-way of record, if any.

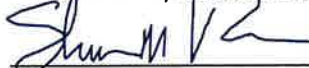
### SURVEYOR'S NOTES:

Bearing Orientation: Alex's First Addition, according to the recorded plat thereof.

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

### SURVEYOR'S CERTIFICATION:

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

  
Shawn M. Thomasson, ND PLS 5900

8-27-2025  
Date

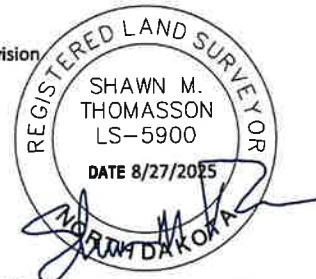
State of North Dakota

County of Cass

On this 27 day of August, 2025, before me, a notary public within and for said County and State, personally appeared Shawn M. Thomasson, Land Surveyor, known to me to be the person who is described in and who executed the within instrument, and acknowledged to me that he executed the same as his free act and deed.

  
Notary Public

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



©Bolton & Menk, Inc. 2025, All Rights Reserved

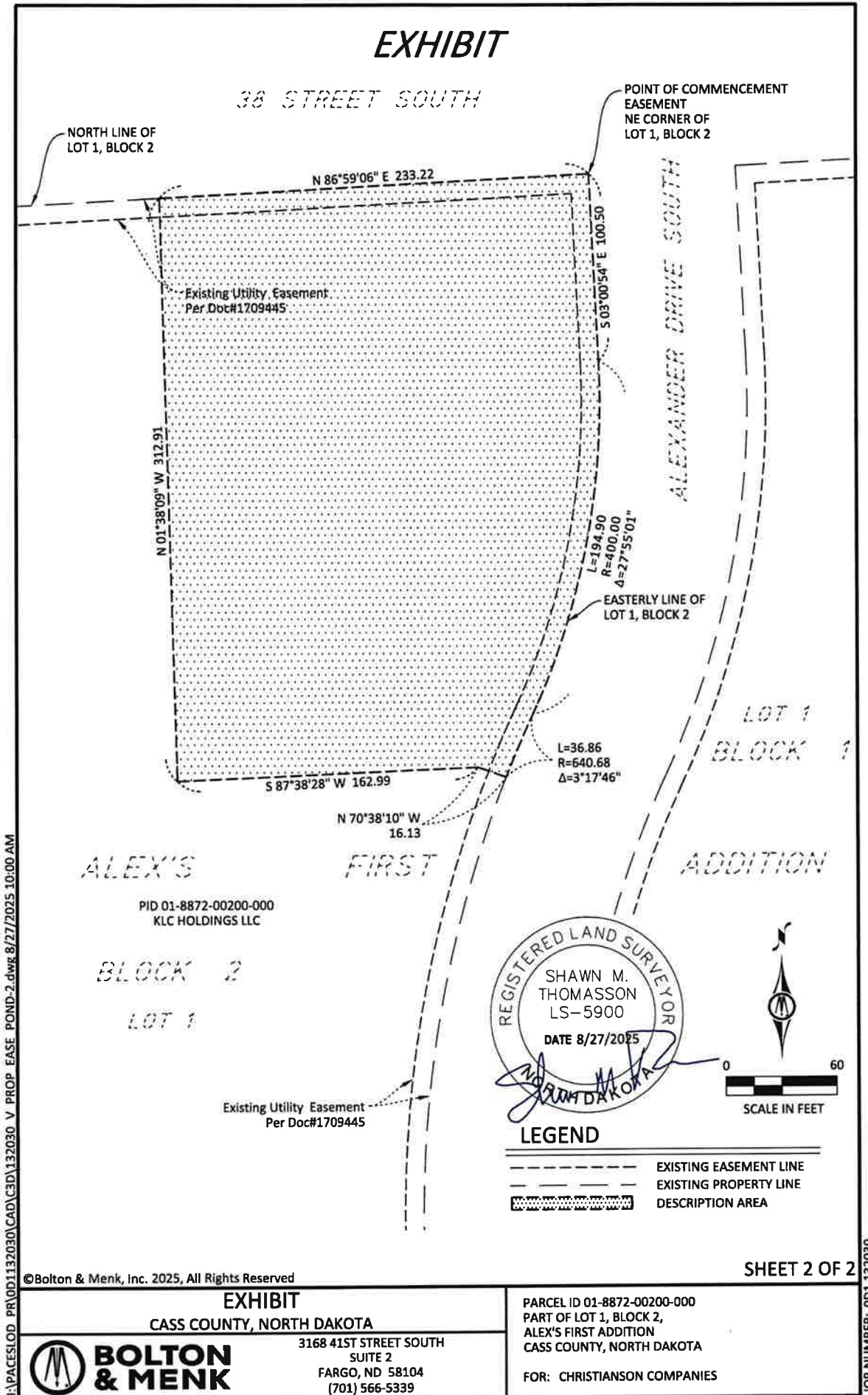
SHEET 1 OF 2

<p align="center"><b>EXHIBIT</b></p> <p align="center">CASS COUNTY, NORTH DAKOTA</p> <p align="center"><b>BOLTON &amp; MENK</b></p> <p align="center">3168 41ST STREET SOUTH SUITE 2 FARGO, ND 58104 (701) 566-5339</p>	<p>PARCEL ID 01-8872-00200-000 PART OF LOT 1, BLOCK 2, ALEX'S FIRST ADDITION CASS COUNTY, NORTH DAKOTA</p> <p>FOR: CHRISTIANSON COMPANIES</p>
---	---

DRAWN BY: SMT

H:\PACES\LOD\_PR\001132030\CAD\C3D\132030\_V\_PROP\_EASE\_POND-2.dwg 8/27/2025 10:00 AM

JOB NUMBER: 001.132030



**PERMANENT EASEMENT**  
(Storm Sewer)

KNOW ALL MEN BY THESE PRESENTS that **KLC HOLDINGS, LLC**, a North Dakota limited liability company, 4609 33<sup>rd</sup> Ave S, Suite 400, Fargo, ND 58104, hereinafter referred to as “Grantor”, for and in consideration of the sum of One and no/100 Dollars (\$1.00) and other valuable consideration, to it in hand paid the receipt whereof is hereby acknowledged, **HEREBY GRANTS UNTO THE CITY OF FARGO, CASS COUNTY, NORTH DAKOTA**, a municipal corporation, its successors and assigns, hereinafter referred to as “Grantee”, a permanent and perpetual easement under, over, upon and in the land hereinafter described for the purpose of constructing, operating, maintaining and repairing a storm sewer, together with the customary appurtenances, said tracts being described as follows:

That part of Lot 1, Block 2, ALEX'S FIRST ADDITION, according to the recorded plat thereof, on file and of record in the office of the Recorder, Cass County, North Dakota, being a strip of land 10.00 feet wide, 5.00 feet on each side of a centerline described as follows:

Commencing at the northeast corner of said Lot 1; thence South 86 degrees 59 minutes 06 seconds West on a record bearing along the north line of said Lot 1 for a distance of 110.18 feet to the point of beginning of said centerline; thence South 02 degrees 52 minutes 22 seconds East for a distance of 65.00 feet and said centerline there terminating. The sidelines of said 10.00 foot wide strip shall be lengthened or shortened to terminate on the north line of said Lot 1 and on a line bearing South 87 degrees 07 minutes 38 seconds West and North 87 degrees 07 minutes 38 seconds East from the point of termination.

AND

That part of said Lot 1, being a strip of land 10.00 feet wide, 5.00 feet on each side of a centerline described as follows:

Commencing at the northeast corner of said Lot 1; thence South 03 degrees 00 minutes 54 seconds East on a record bearing along the easterly line of said Lot 1 for a distance of 100.50 feet; thence southerly, continuing along said easterly line on a tangential curve concave to the west, having a radius of 400.00 feet and a central angle of 13 degrees 27 minutes 10 seconds for an arc distance of 93.92 to a point hereinafter referred to as Point A and the point of beginning of said centerline; thence North 79 degrees 24 minutes 53 seconds West for a distance of 40.21 feet and said centerline there terminating. The sidelines of said 10.00 foot wide strip shall be lengthened or shortened to terminate on the easterly line of said Lot 1 and on a line bearing North 10 degrees 35 minutes 07 seconds East and South 10 degrees 35 minutes 07 seconds West from the point of termination.

AND

That part of said Lot 1, being a strip of land 10.00 feet wide, 5.00 feet on each side of a centerline described as follows:

Commencing at the aforementioned Point A, thence southerly, continuing along said easterly line of said Lot 1 on a tangential curve concave to the west, having a radius of 400.00 feet and a central angle of 13 degrees 44 minutes 09 seconds for an arc distance of 95.89 feet to the point of beginning of said centerline; thence North 69 degrees 00 minutes 03 seconds West for a distance of 65.80 feet and said centerline there terminating. The sidelines of said 10.00 foot wide strip shall be lengthened or shortened to terminate on the easterly line of said Lot 1 and on a line bearing North 20 degrees 59 minutes 57 seconds East and South 20 degrees 59 minutes 57 seconds West from the point of termination.

The above described tracts contains a combined 1,710 square feet, more or less, and is subject to all easements, restrictions, reservations and rights-of-way of record, if any.

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

Grantor, its successors and assigns, hereby covenants to and with Grantee that Grantee's officers, contractors, agents and employees may at any and all times when necessary or convenient

to do so, go under, over, in and upon said above-described tract of land and perform any and all acts necessary or convenient to carry into effect the purpose for which the grant is made.

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

[Signature pages to follow]



IN WITNESS WHEREOF, Grantor has set his hand and caused this instrument to be executed this 9<sup>th</sup> day of Sept., 2025.

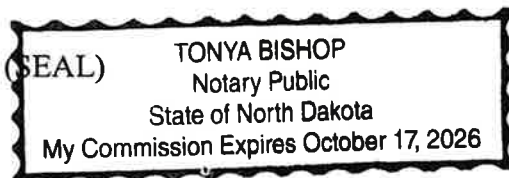
**GRANTOR:**

**KLC HOLDINGS, LLC**

  
\_\_\_\_\_  
By: Kevin Christianson  
Its: President

STATE OF NORTH DAKOTA    )  
  )  
COUNTY OF CASS            )

On this 9<sup>th</sup> day of Sept., 2025, before me, a notary public in and for said county and state, personally appeared Kevin Christianson, known to me to be the person described herein, and who executed the foregoing instrument, and acknowledged to me that he executed the same as President of KLC Holdings, LLC, a North Dakota limited liability company.



  
\_\_\_\_\_  
Notary Public  
My Commission Expires: Oct. 17, 2026

**GRANTEE:**

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

---

Timothy J. Mahoney, Mayor

**ATTEST:**

---

Steve Sprague, City Auditor

STATE OF NORTH DAKOTA    )  
  )  
COUNTY OF CASS                )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2025, before me a notary public in and for said county and state, personally appeared Timothy J. Mahoney and Steve Sprague, known to me to be the Mayor and City Auditor, respectively, of the city of Fargo, the Grantee described in and that executed the within and foregoing instrument, and acknowledged to me that said Grantee executed the same.

(SEAL)

---

Notary Public  
My Commission Expires:

The legal description was prepared by:  
Shawn M. Thomasson (LS-5900)  
Registered Land Surveyor  
Bolton & Menk  
3168 41<sup>st</sup> St S, Suite 2  
Fargo ND 58104  
(701) 566-5339

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

Exhibit A

EXHIBIT

DESCRIPTION

That part of Lot 1, Block 2, ALEX'S FIRST ADDITION, according to the recorded plat thereof, on file and of record in the office of the Recorder, Cass County, North Dakota, being a strip of land 10.00 feet wide, 5.00 feet on each side of a centerline described as follows:

Commencing at the northeast corner of said Lot 1; thence South 86 degrees 59 minutes 06 seconds West on a record bearing along the north line of said Lot 1 for a distance of 110.18 feet to the point of beginning of said centerline; thence South 02 degrees 52 minutes 22 seconds East for a distance of 65.00 feet and said centerline there terminating. The sidelines of said 10.00 foot wide strip shall be lengthened or shortened to terminate on the north line of said Lot 1 and on a line bearing South 87 degrees 07 minutes 38 seconds West and North 87 degrees 07 minutes 38 seconds East from the point of termination.

AND

That part of said Lot 1, being a strip of land 10.00 feet wide, 5.00 feet on each side of a centerline described as follows:

Commencing at the northeast corner of said Lot 1; thence South 03 degrees 00 minutes 54 seconds East on a record bearing along the easterly line of said Lot 1 for a distance of 100.50 feet; thence southerly, continuing along said easterly line on a tangential curve concave to the west, having a radius of 400.00 feet and a central angle of 13 degrees 27 minutes 10 seconds for an arc distance of 93.92 to a point hereinafter referred to as Point A and the point of beginning of said centerline; thence North 79 degrees 24 minutes 53 seconds West for a distance of 40.21 feet and said centerline there terminating. The sidelines of said 10.00 foot wide strip shall be lengthened or shortened to terminate on the easterly line of said Lot 1 and on a line bearing North 10 degrees 35 minutes 07 seconds East and South 10 degrees 35 minutes 07 seconds West from the point of termination.

AND

That part of said Lot 1, being a strip of land 10.00 feet wide, 5.00 feet on each side of a centerline described as follows:

Commencing at the aforementioned Point A, thence southerly, continuing along said easterly line of said Lot 1 on a tangential curve concave to the west, having a radius of 400.00 feet and a central angle of 13 degrees 44 minutes 09 seconds for an arc distance of 95.89 feet to the point of beginning of said centerline; thence North 69 degrees 00 minutes 03 seconds West for a distance of 65.80 feet and said centerline there terminating. The sidelines of said 10.00 foot wide strip shall be lengthened or shortened to terminate on the easterly line of said Lot 1 and on a line bearing North 20 degrees 59 minutes 57 seconds East and South 20 degrees 59 minutes 57 seconds West from the point of termination.


The above described tracts contains a combined 1,710 square feet, more or less, and is subject to all easements, restrictions, reservations and rights-of-way of record, if any.



H:\PACESLOD PR\001132030\CAD\132030\_V\_PROP\_EASE\_POND-3.dwg 8/27/2025 10:06 AM

©Bolton & Menk, Inc. 2025, All Rights Reserved

SHEET 1 OF 3

<b>EXHIBIT</b> CASS COUNTY, NORTH DAKOTA		PARCEL ID 01-8872-00200-000 PART OF LOT 1, BLOCK 2, ALEX'S FIRST ADDITION CASS COUNTY, NORTH DAKOTA  FOR: CHRISTIANSON COMPANIES
 <b>BOLTON &amp; MENK</b> 3168 41ST STREET SOUTH SUITE 2 FARGO, ND 58104 (701) 566-5339		

DRAWN BY: SMT

JOB NUMBER: 001.132030

# EXHIBIT

## SURVEYOR'S NOTES:

Bearing Orientation: Alex's First Addition, according to the recorded plat thereof.

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

## SURVEYOR'S CERTIFICATION:

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

  
Shawn M. Thomasson, ND PLS 5900

8-27-2025  
Date



State of North Dakota

County of Cass

On this 27 day of August, 2025, before me, a notary public within and for said County and State, personally appeared Shawn M. Thomasson, Land Surveyor, known to me to be the person who is described in and who executed the within instrument, and acknowledged to me that he executed the same as his free act and deed.

  
Notary Public

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

©Bolton & Menk, Inc. 2025, All Rights Reserved

SHEET 2 OF 3



**BOLTON  
& MENK**

**EXHIBIT**  
CASS COUNTY, NORTH DAKOTA

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

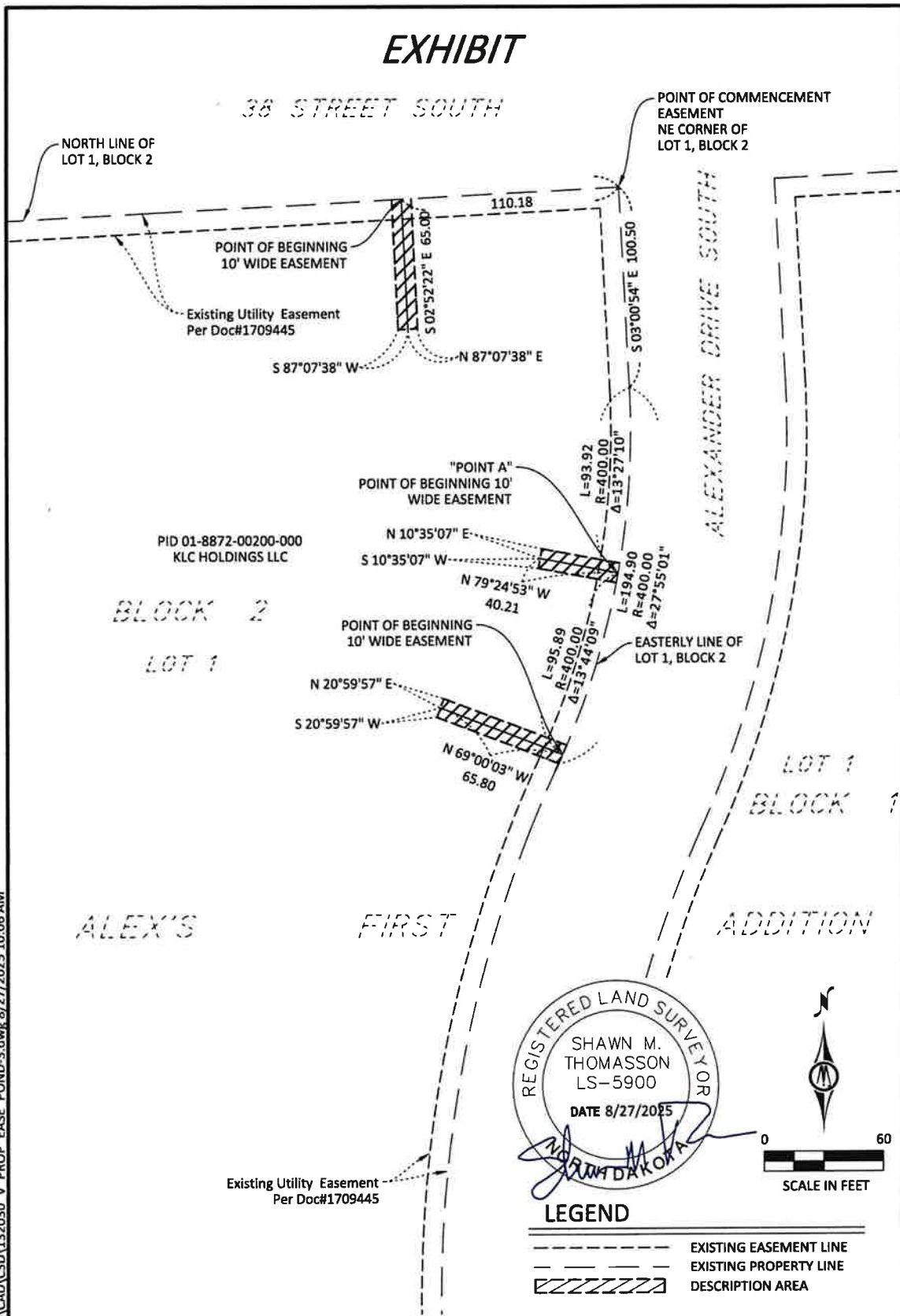
PARCEL ID 01-8872-00200-000  
PART OF LOT 1, BLOCK 2,  
ALEX'S FIRST ADDITION  
CASS COUNTY, NORTH DAKOTA

FOR: CHRISTIANSON COMPANIES

DRAWN BY: SMT

H:\PACES\LOD PR\001132030\CAD\C3D\132030 V PROP EASE POND-3.dwg 8/27/2025 10:06 AM

JOB NUMBER: 001.132030



H:\PACESLOD PR\001132030\CAD\C3D\132030 V PROP EASE POND-3.dwg 8/27/2025 10:06 AM

©Bolton & Menk, Inc. 2025, All Rights Reserved

SHEET 3 OF 3



**BOLTON  
& MENK**

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

**EXHIBIT**  
CASS COUNTY, NORTH DAKOTA

PARCEL ID 01-8872-00200-000  
PART OF LOT 1, BLOCK 2,  
ALEX'S FIRST ADDITION  
CASS COUNTY, NORTH DAKOTA

FOR: CHRISTIANSON COMPANIES

DRAWN BY: SMT

JOB NUMBER: 001.132030

---

**Christianson Companies**  
**Land development | Construction Management**

March 19<sup>th</sup>, 2025

Public Works Project Evaluation Committee  
City of Fargo, ND  
200 3<sup>rd</sup> St North  
Fargo ND 58102

Re: Regional Pond Infrastructure Improvement Request, Alex's First Addition, Fargo ND

To the Public Works Project Evaluation Committee of the City of Fargo, ND,

KLC Holdings LLC, which owns Alex's First Addition, requests that the Board of City Commissioners take such action as may be required by law to allow Christianson Companies to construct a Regional Storm Pond Facility as shown on the attached drawing.

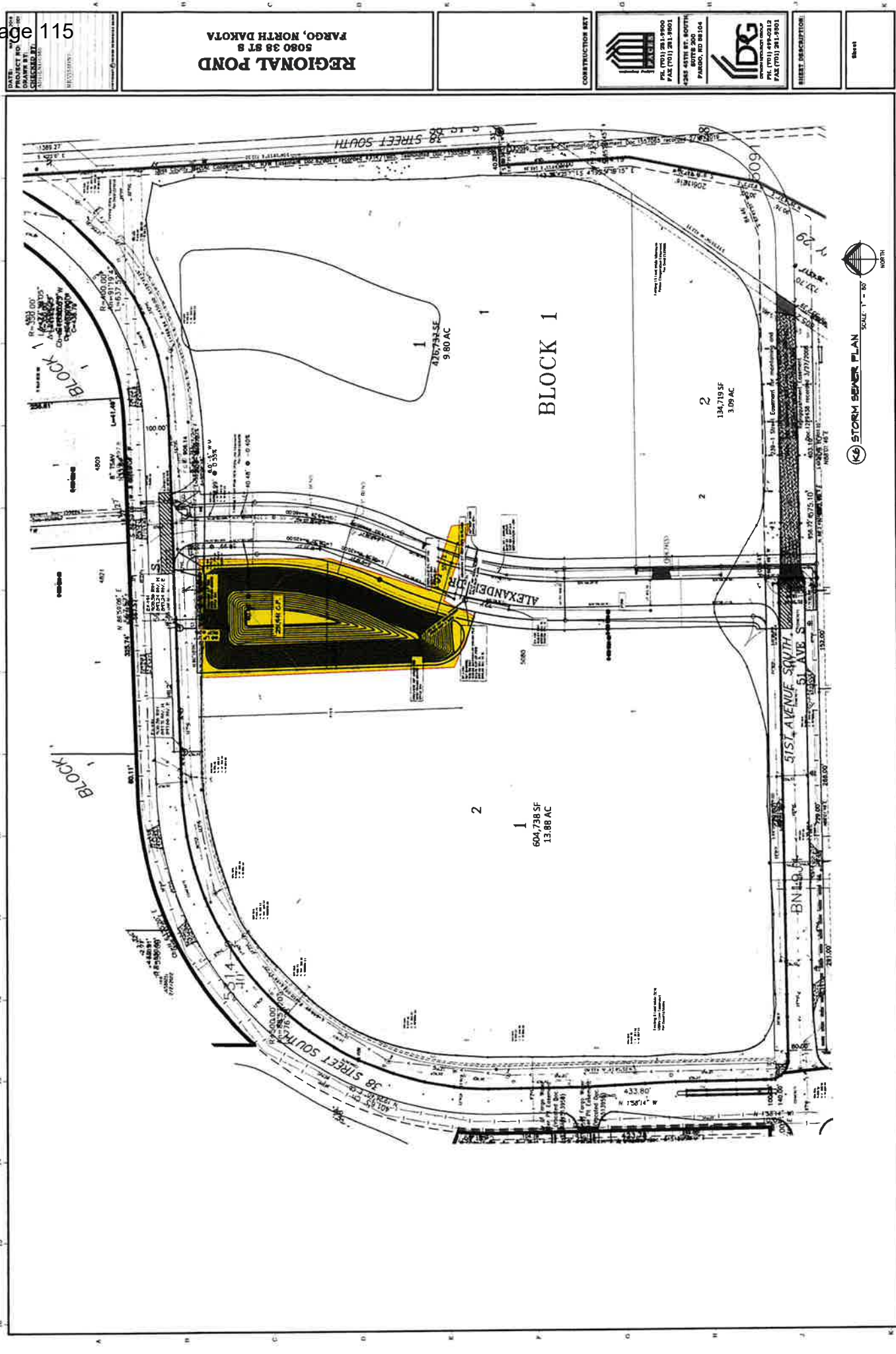
We Request that the City of Fargo, ND allows Christianson Companies to make a right of way crossing and install storm water pipe and construct a regional pond to the city of Fargo's Specifications. Christianson Companies will design the regional pond to the City of Fargo's specifications. Christianson Companies will also bid and construct the regional pond to the city of Fargo's specifications. Christianson Companies will hire and pay a consultant that is prequalified through the City's MSA to provide inspections and construction staking.

The construction will be completed by September 30, 2025.

Sincerely,

Chris Mack  
Design Resources Group | Christianson Companies  
Formerly PACES Lodging Corporation  
4609 - 33<sup>rd</sup> Ave S, St. 400, Fargo, ND 58104  
Phone: 701-281-9500 ext. 3877  
Direct: 701-499-3877  
Cell: 701-740-8263





NORTH

SCALE: 1" = 60'

K6 STORM SEWER PLAN

Sheet 11 of 11

DATE: 10/11/11

PROJECT NO: 11-0000

CHECKED BY: J. S. Smith

DATE: 10/11/11

DESIGNED BY: J. S. Smith

DATE: 10/11/11

PROJECT NO: 11-0000

CHECKED BY: J. S. Smith

DATE: 10/11/11

DESIGNED BY: J. S. Smith

DATE: 10/11/11

PROJECT NO: 11-0000

CHECKED BY: J. S. Smith

DATE: 10/11/11

DESIGNED BY: J. S. Smith

DATE: 10/11/11

PROJECT NO: 11-0000

CHECKED BY: J. S. Smith

DATE: 10/11/11

DESIGNED BY: J. S. Smith

DATE: 10/11/11

PROJECT NO: 11-0000

CHECKED BY: J. S. Smith

DATE: 10/11/11

DESIGNED BY: J. S. Smith

DATE: 10/11/11

PROJECT NO: 11-0000

CHECKED BY: J. S. Smith

DATE: 10/11/11

DESIGNED BY: J. S. Smith

DATE: 10/11/11

PROJECT NO: 11-0000

CHECKED BY: J. S. Smith

DATE: 10/11/11

DESIGNED BY: J. S. Smith

DATE: 10/11/11

PROJECT NO: 11-0000

CHECKED BY: J. S. Smith

DATE: 10/11/11

DESIGNED BY: J. S. Smith

DATE: 10/11/11

PROJECT NO: 11-0000

CHECKED BY: J. S. Smith

DATE: 10/11/11

DESIGNED BY: J. S. Smith

DATE: 10/11/11

PROJECT NO: 11-0000

CHECKED BY: J. S. Smith

DATE: 10/11/11

DESIGNED BY: J. S. Smith

DATE: 10/11/11

PROJECT NO: 11-0000

CHECKED BY: J. S. Smith

DATE: 10/11/11

DESIGNED BY: J. S. Smith

DATE: 10/11/11

PROJECT NO: 11-0000

CHECKED BY: J. S. Smith

DATE: 10/11/11

DESIGNED BY: J. S. Smith

DATE: 10/11/11

PROJECT NO: 11-0000

CHECKED BY: J. S. Smith

DATE: 10/11/11

DESIGNED BY: J. S. Smith

DATE: 10/11/11

PROJECT NO: 11-0000

CHECKED BY: J. S. Smith

DATE: 10/11/11

DESIGNED BY: J. S. Smith

DATE: 10/11/11

PROJECT NO: 11-0000

CHECKED BY: J. S. Smith

DATE: 10/11/11

DESIGNED BY: J. S. Smith

DATE: 10/11/11

PROJECT NO: 11-0000

CHECKED BY: J. S. Smith

DATE: 10/11/11

DESIGNED BY: J. S. Smith

DATE: 10/11/11

PROJECT NO: 11-0000

CHECKED BY: J. S. Smith

DATE: 10/11/11

DESIGNED BY: J. S. Smith

DATE: 10/11/11

PROJECT NO: 11-0000

CHECKED BY: J. S. Smith

DATE: 10/11/11

DESIGNED BY: J. S. Smith

DATE: 10/11/11

PROJECT NO: 11-0000

CHECKED BY: J. S. Smith

DATE: 10/11/11

DESIGNED BY: J. S. Smith

DATE: 10/11/11

PROJECT NO: 11-0000

CHECKED BY: J. S. Smith

DATE: 10/11/11

DESIGNED BY: J. S. Smith

DATE: 10/11/11

PROJECT NO: 11-0000

CHECKED BY: J. S. Smith

DATE: 10/11/11

DESIGNED BY: J. S. Smith

DATE: 10/11/11

PROJECT NO: 11-0000

CHECKED BY: J. S. Smith

DATE: 10/11/11

DESIGNED BY: J. S. Smith

DATE: 10/11/11

PROJECT NO: 11-0000

CHECKED BY: J. S. Smith

DATE: 10/11/11

DESIGNED BY: J. S. Smith

DATE: 10/11/11

PROJECT NO: 11-0000

CHECKED BY: J. S. Smith

DATE: 10/11/11

DESIGNED BY: J. S. Smith

DATE: 10/11/11

PROJECT NO: 11-0000

CHECKED BY: J. S. Smith

DATE: 10/11/11

DESIGNED BY: J. S. Smith

DATE: 10/11/11

PROJECT NO: 11-0000

CHECKED BY: J. S. Smith

DATE: 10/11/11

DESIGNED BY: J. S. Smith

DATE: 10/11/11

PROJECT NO: 11-0000

CHECKED BY: J. S. Smith

DATE: 10/11/11

DESIGNED BY: J. S. Smith

DATE: 10/11/11

PROJECT NO: 11-0000

CHECKED BY: J. S. Smith

DATE: 10/11/11

DESIGNED BY: J. S. Smith

DATE: 10/11/11

PROJECT NO: 11-0000

CHECKED BY: J. S. Smith

DATE: 10/11/11

DESIGNED BY: J. S. Smith

DATE: 10/11/11

PROJECT NO: 11-0000

CHECKED BY: J. S. Smith

DATE: 10/11/11

DESIGNED BY: J. S. Smith

DATE: 10/11/11

PROJECT NO: 11-0000

CHECKED BY: J. S. Smith

DATE: 10/11/11

DESIGNED BY: J. S. Smith

DATE: 10/11/11

PROJECT NO: 11-0000

CHECKED BY: J. S. Smith

DATE: 10/11/11

DESIGNED BY: J. S. Smith

DATE: 10/11/11

PROJECT NO: 11-0000

CHECKED BY: J. S. Smith

DATE: 10/11/11

DESIGNED BY: J. S. Smith

DATE: 10/11/11

PROJECT NO: 11-0000

CHECKED BY: J. S. Smith

DATE: 10/11/11

DESIGNED BY: J. S. Smith

DATE: 10/11/11

PROJECT NO: 11-0000

CHECKED BY: J. S. Smith

DATE: 10/11/11

DESIGNED BY: J. S. Smith

DATE: 10/11/11

PROJECT NO: 11-0000

CHECKED BY: J. S. Smith

DATE: 10/11/11

DESIGNED BY: J. S. Smith

DATE: 10/11/11

PROJECT NO: 11-0000

CHECKED BY: J. S. Smith

DATE: 10/11/11

DESIGNED BY: J. S. Smith

DATE: 10/11/11

PROJECT NO: 11-0000

CHECKED BY: J. S. Smith

DATE: 10/11/11

DESIGNED BY: J. S. Smith

DATE: 10/11/11

PROJECT NO: 11-0000

CHECKED BY: J. S. Smith

DATE: 10/11/11

DESIGNED BY: J. S. Smith

DATE: 10/11/11

PROJECT NO: 11-0000

CHECKED BY: J. S. Smith

DATE: 10/11/11

DESIGNED BY: J. S. Smith

DATE: 10/11/11

PROJECT NO: 11-0000

CHECKED BY: J. S. Smith

DATE: 10/11/11

DESIGNED BY: J. S. Smith

DATE: 10/11/11

PROJECT NO: 11-0000

CHECKED BY: J. S. Smith

DATE: 10/11/11

DESIGNED BY: J. S. Smith

DATE: 10/11/11

PROJECT NO: 11-0000

CHECKED BY: J. S. Smith

DATE: 10/11/11

DESIGNED BY: J. S. Smith

DATE: 10/11/11

PROJECT NO: 11-0000

CHECKED BY: J. S. Smith

DATE: 10/11/11

DESIGNED BY: J. S. Smith

DATE: 10/11/11

PROJECT NO: 11-0000

CHECKED BY: J. S. Smith

DATE: 10/11/11

DESIGNED BY: J. S. Smith

DATE: 10/11/11

PROJECT NO: 11-0000

CHECKED BY: J. S. Smith

DATE: 10/11/11

DESIGNED BY: J. S. Smith

DATE: 10/11/11

PROJECT NO: 11-0000

CHECKED BY: J. S. Smith

DATE: 10/11/11

DESIGNED BY: J. S. Smith

DATE: 10/11/11

PROJECT NO: 11-0000

CHECKED BY: J. S. Smith

DATE: 10/11/11

DESIGNED BY: J. S. Smith

DATE: 10/11/11

PROJECT NO: 11-0000

CHECKED BY: J. S. Smith

DATE: 10/11/11

DESIGNED BY: J. S. Smith

DATE: 10/11/11

PROJECT NO: 11-0000

CHECKED BY: J. S. Smith

DATE: 10/11/11

DESIGNED BY: J. S. Smith

DATE: 10/11/11

PROJECT NO: 11-0000

CHECKED BY: J. S. Smith

DATE: 10/11/11

DESIGNED BY: J. S. Smith

DATE: 10/11/11

PROJECT NO: 11-0000

CHECKED BY: J. S. Smith

DATE: 10/11/11

DESIGNED BY: J. S. Smith

DATE: 10/11/11

PROJECT NO: 11-0000

CHECKED BY: J. S. Smith





**THE CITY OF**  
**Fargo**  
**FAR MORE**

# Alex's First Addition

1:4.514

3/31/2025 9:57 AM

This map is not a substitute for accurate field surveys or for locating actual property lines and any adjacent features.





(21)

**FINANCE OFFICE**  
225 4<sup>th</sup> Street North  
Fargo, ND 58102  
Phone: (701) 241-1333  
[www.FargoND.gov](http://www.FargoND.gov)

**TO:** Board of Commissioners  
**FROM:** Susan Thompson, Director of Finance  
**RE:** Fall 2025 City Auction  
**DATE:** August 27, 2025



As per Municipal Code 3-0105, Sale or Leasing of City-owned Property, Finance and Public Works request approval of a Resolution authorizing the Fall 2025 City of Fargo surplus property sale via an online public auction. Sale items are primarily vehicles which are no longer serviceable or have exceeded their useful life. The auction will be conducted by the Steffes Group, who was awarded a contract to conduct City of Fargo public auctions by the City Commission on May 12, 2025. The fall auction will open October 21 and close October 28.

In addition to being listed on Steffes' auction website, the auction will be advertised in The Forum once a week for two consecutive weeks with the last publication being at least 10 days prior to the date of the sale.

**Suggested Motion:**

Approve Resolution authorizing an online public auction for City of Fargo surplus personal property through Steffes Group; the online auction will open October 21 and close October 28.

COMMISSIONER \_\_\_\_\_ introduced the following resolution and moved its adoption:

**RESOLUTION AUTHORIZING SALE OF PROPERTY**

**WHEREAS**, the city of Fargo possesses surplus City-owned assets; and

**WHEREAS**, staff has determined the surplus items are no longer serviceable or have exceeded their useful life ("Subject Property"); and

**WHEREAS**, Fargo Municipal Code §3-0105 provides that if the board of city commissioners estimates the value of the Subject Property to be \$5,000 or more, the property may only be sold by public sale; and

**WHEREAS**, it is the wish and desire of the board of city commissioners that the Subject Property be sold.

**NOW, THEREFORE, IT IS HEREBY RESOLVED BY THE BOARD OF CITY COMMISSIONERS,**

1. The City does not have a present or future use for the Subject Property; and
2. The aggregate value of the Subject Property is estimated to be more than \$5,000; and
3. The City engaged in a competitive bidding process and has selected Steffes Group for purposes of conducting a public auction on the city of Fargo's behalf. A full and complete list of all items subject to auction will be completed on or before Friday, September 12, 2025, and such list shall be included on the Steffes Group website: [www.steffesgroup.com](http://www.steffesgroup.com); and
4. Anyone interested in bidding on any of the Subject Property may do so through the online public bidding process.

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

---

Timothy J. Mahoney, M.D., Mayor

ATTEST:

---

Steven Sprague, City Auditor



22

**Fire Department**  
637 NP Avenue  
Fargo, ND 58102  
Phone: 701.241.1540 | Fax: 701.241.8125  
[www.FargoND.gov](http://www.FargoND.gov)

**MEMORANDUM**

**TO: FARGO CITY COMMISSION**

**FROM: DIVISION CHIEF TIM BINFET**

**DATE: SEPTEMBER 15, 2025**

**SUBJECT: CHANGE ORDER No. 4 FOR CONSTRUCTION PROJECT BP2405 FIRE STATION 5**

This request is for four changes to the Fire Station 5 construction project:

**Roers Construction LLC**

1. End panels were added to 3 locker units for the sleeping quarters. The additional cost of this work is \$443.23. Refer to GPR-08.
2. Signage for the building address was integrated into the project. The additional cost of this work is \$209.68 and summarized in GPR-09.
3. Due to the condition of the red glazing on the north wall of the building, it was decided the glazing would be covered with a metal panel in lieu of paint. The additional work is \$8,251.53, which includes a credit for the omission of the painting. This work also resulted in additional time being added to the contract. The final completion date has been extended to October 20, 2025 to accommodate this work. Refer to GPR-11.
4. The department elected to paint the existing walls in the existing spaces. This results in an additional \$9,237.95 being added to the contract. Refer to GPR-12.

**Laney's, Inc**

5. A natural gas connection was extended to the exterior of the building for an owner supplied grill. The total cost of this work is \$3,979.00. This is summarized in MPR-06 and MPR-07.
6. The final completion date has been extended to September 24, 2025 to account for delays in getting the hydronic motor pumps swapped out.

The original adjusted price of the contract was \$2,038,325.09. The proposed changes of this change order will bring the total cost of the contract to \$2,064,275.61

**RECOMMENDED MOTION:** Approve change order No.4 for the contract BP2405, Fire Station 5, in the amount of \$22,121.39.

**CHANGE ORDER NO.: 4**

Owner: City of Fargo  
 Engineer: KLJ Engineering LLC  
 Contractor: Roers Construction Joint Venture,  
 LLC

Owner's Project No.:  
 Engineer's Project No.: 2404-00262  
 Contractor's Project  
 No.:

Project: Fire Station No. 5 Addition

Contract Name: General Construction (Stipulated Price)

Date Issued: September 8, 2025

Effective Date of Change Order: June 16, 2025

The Contract is modified as follows upon execution of this Change Order:

Description:

1. End panels were added to 3 locker units for the sleeping quarters. The additional cost of this work is \$443.23. Refer to GPR-08.
2. Signage for the building address was integrated into the project. The additional cost of this work is \$209.68. This is summarized in GPR-09.
3. Due to the condition of the red glazing on the north wall of the building, it was decided the glazing would be covered with a metal panel in lieu of paint. The additional work is \$8,251.53, which includes a credit for the omission of the painting. This work also resulted in additional time being added to the contract. The final completion date has been extended to October 20, 2025 to accommodate this work. Refer to GPR-11.
4. The city elected to paint the existing walls in the existing spaces. This results in an additional \$9,237.95 being added to the contract. Refer to GPR-12.

Attachments:

**GPR-08, GPR-09, GPR-11, and GPR-12**

Change in Contract Price		Change in Contract Times	
Original Contract Price:		Original Contract Times:	
\$ 1,173,000.00		Substantial Completion:	August 13, 2025
		Ready for final payment:	August 27, 2025
Increase from previously approved Change Orders:		Increase from previously approved Change Orders:	
\$ 22,747.52		Substantial Completion:	N/A
		Ready for final payment:	N/A
Contract Price prior to this Change Order:		Contract Times prior to this Change Order:	
\$ 1,195,747.52		Substantial Completion:	August 13, 2025
		Ready for final payment:	August 27, 2025
Increase this Change Order:		<b>Change resulting from this Change Order:</b>	
\$ 18,142.39		Substantial Completion:	N/A
		Ready for final payment:	N/A
Contract Price incorporating this Change Order:		Contract Times with all approved Change Orders:	
\$ 1,213,889.91		Substantial Completion:	August 13, 2025
		Ready for final payment:	October 20, 2025

	Recommended by Engineer (if required)	Accepted by Contractor
By:	<u>Cassie Miramies</u>	<u>[Signature]</u>
Title:	<u>Project Manager</u>	<u>Construction Executive</u>
Date:	<u>9/8/2025</u>	<u>9/9/2025</u>
	<u>Authorized by Owner</u>	
By:		
Title:	<u>Mayor</u>	
Date:		



PCCO #004

Building success.

ROERS  
200 45th St S  
Fargo, North Dakota 58103  
Phone: (701) 356-5050

Project: 24-012 - Fire Station #5 Addition

## Prime Contract Change Order #004: CE #013 - Casework - Locker End panels

<b>TO:</b>		<b>FROM:</b>	
<b>DATE CREATED:</b>	5/20/2025	<b>CREATED BY:</b>	Tyler Miller (Roers Construction Joint Venture)
<b>CONTRACT STATUS:</b>	Approved	<b>REVISION:</b>	0
<b>DESIGNATED REVIEWER:</b>		<b>REVIEWED BY:</b>	
<b>DUE DATE:</b>		<b>REVIEW DATE:</b>	05/20/2025
<b>INVOICED DATE:</b>		<b>PAID DATE:</b>	
<b>SCHEDULE IMPACT:</b>		<b>EXECUTED:</b>	No
<b>REVISED SUBSTANTIAL COMPLETION DATE:</b>		<b>SIGNED CHANGE ORDER RECEIVED DATE:</b>	
<b>CONTRACT FOR:</b>	24-012:Fire Station No. 5 Addition	<b>TOTAL AMOUNT:</b>	\$443.23
<b>DESCRIPTION:</b>			
CE #013 - Casework - Locker End Panels			
Changes to casework. (Adding end panels on lockers in sleeping rooms)			
<b>ATTACHMENTS:</b>			
4067 - Change - Returned Shops.pdf			

### POTENTIAL CHANGE ORDERS IN THIS CHANGE ORDER:

PCO #	Title	Schedule Impact	Amount
009	CE #013 - Casework - Locker End panels		\$443.23
<b>Total:</b>			\$443.23

### CHANGE ORDER LINE ITEMS:

#### PCO # 009: CE #013 - Casework - Locker End panels

#	Budget Code	Description	Amount	OHP (15.00% Applies to All Line Items)	Subtotal
1	6-400.S ARCHITECTURAL CASEWORK.SUBCONTRACT	Casework chagnes	\$385.42	\$57.81	\$443.23
<b>Subtotal:</b>			<b>\$385.42</b>	<b>\$57.81</b>	<b>\$443.23</b>
<b>Grand Total:</b>			<b>\$443.23</b>		

The original (Contract Sum)	\$1,173,000.00
Net change by previously authorized Change Orders	\$25,635.02
The contract sum prior to this Change Order was	\$1,198,635.02
The contract sum will be increased by this Change Order in the amount of	\$443.23
The new contract sum including this Change Order will be	\$1,199,078.25
The contract time will not be changed by this Change Order.	



SIGNATURE	DATE	SIGNATURE	DATE	SIGNATURE	DATE
-----------	------	-----------	------	-----------	------



# Northern Woodwork, Inc.

*Commercial Casework & Millwork Packages Since 1920*

Date: 5/16/2025

## Change Proposal

---

**To:** Roers Construction  
**Attn:** Tyler Miller  
**Project:** Fargo Fire Station #5  
Fargo, ND  
**NWI Job #:** 4067  
**Issued By:** Jay Kinsman - Co-Owner/Estimating  
218-681-2305 ext. 202  
[jay@northernwoodworkinc.com](mailto:jay@northernwoodworkinc.com)

---

**Regarding:** Returned Shops  
**Add:** \$385.42 Including Sales Taxes  
**Includes:** Adds, Omissions, and Changes made to the cabinets.

---

No work will be performed on this change proposal until a signed and dated authorization is received by mail, fax or email.
---

Accepted By: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Date: \_\_\_\_\_





PCCO #005

Building success.

ROERS  
200 45th St S  
Fargo, North Dakota 58103  
Phone: (701) 356-5050

Project: 24-012 - Fire Station #5 Addition

## Prime Contract Change Order #005: CE #014 - GPR 09 - Building Address Signage

<b>TO:</b>		<b>FROM:</b>	
<b>DATE CREATED:</b>	7/29/2025	<b>CREATED BY:</b>	Tyler Miller (Roers Construction Joint Venture)
<b>CONTRACT STATUS:</b>	Pending - In Review	<b>REVISION:</b>	0
<b>DESIGNATED REVIEWER:</b>		<b>REVIEWED BY:</b>	
<b>DUE DATE:</b>		<b>REVIEW DATE:</b>	
<b>INVOICED DATE:</b>		<b>PAID DATE:</b>	
<b>SCHEDULE IMPACT:</b>		<b>EXECUTED:</b>	No
<b>REVISED SUBSTANTIAL COMPLETION DATE:</b>		<b>SIGNED CHANGE ORDER RECEIVED DATE:</b>	
<b>CONTRACT FOR:</b>	24-012:Fire Station No. 5 Addition	<b>TOTAL AMOUNT:</b>	\$209.68
<b>DESCRIPTION:</b>			
CE #014 - GPR 09 - Building Address Signage			
8" tall numbers, Ariel font. Avery Dennison SW900 in Matte Silver.			
<b>ATTACHMENTS:</b>			

### POTENTIAL CHANGE ORDERS IN THIS CHANGE ORDER:

PCO #	Title	Schedule Impact	Amount
010	CE #014 - GPR 09 - Building Address Signage		\$209.68
Total:			\$209.68

### CHANGE ORDER LINE ITEMS:

#### PCO # 010: CE #014 - GPR 09 - Building Address Signage

#	Budget Code	Description	Amount	OHP (15.00% Applies to All Line Items)	Subtotal
1	10-400.L SIGNAGE.DIRECT LABOR	Address Signage	\$182.33	\$27.35	\$209.68
Subtotal:			\$182.33	\$27.35	\$209.68
Grand Total:					\$209.68

The original (Contract Sum)	\$1,173,000.00
Net change by previously authorized Change Orders	\$26,078.25
The contract sum prior to this Change Order was	\$1,199,078.25
The contract sum would be changed by this Change Order in the amount of	\$209.68
The new contract sum including this Change Order will be	\$1,199,287.93
The contract time will not be changed by this Change Order.	



---

SIGNATURE

DATE

---

SIGNATURE

DATE

---

SIGNATURE

DATE

OFFICE SIGN  
COMPANY

Quote# QN43135

July 29th 2025

## Thank you!

We look forward to working with you! Should you need any further information or have questions, please reply to this email at your convenience.

**Prepared for:**

Roers  
Tyler Miller  
tmiller@roers.com  
701-356-6427

**Terms:** Payment Due Upon Order Placement

**Quoted by:** Vietmy Wald  
**Valid until:** August 29th 2025  
**Created Date:** July 23rd 2025

**Ship To:**

200 45th Street South  
Fargo, North Dakota 58103

<b>Cut Vinyl or Digitally Printed Vinyl!</b>	\$ 30.00	x 1	\$ 30.00
<b>SKU:</b> 4060-CVDP <b>Vinyl Size:</b> 8"H <b>Price:</b> \$30.00 <b>Vinyl Color:</b> Custom Color (Specify in special instructions) <b>Process:</b> Standard Weed <b>First or Second Surface:</b> Second Surface (adhesive on front) <b>Vinyl Alignment:</b> Right Aligned <b>Font:</b> To match doc <b>Text/Design:</b> 930 <b>Special Instructions:</b> Vinyl Color - Avery Dennison SW900 in Matte Silver <b>Request Digital Proof:</b> Yes			
<b>Signage Installation Fee</b>	\$ 150.00	x 1	\$ 150.00
<b>SKU:</b> 4030-000100-IN <b>Install type:</b> Interior Signage <b>Price:</b> \$150.00 <b>Install Location:</b> Fargo Fire Station 5 address: 930 40th St S. Fargo ND 58103			

Subtotal	\$ 180.00
Shipping (Install (Will Bring to Location))	\$ 0.00
Tax	\$ 2.33
<b>Total</b>	<b>\$ 182.33</b>

Call 701-526-3835 To Place Order

If you want to make changes to your quote please reply to this email with the requested changes and we'll get a revised quote sent asap. Pricing is subject to change at any time. We may add additional

taxes in some states. Feel free to contact us at [service@officesigncompany.com](mailto:service@officesigncompany.com) or call us at [701-526-3835](tel:701-526-3835).

Office Sign Company | 310 NP Ave N, Fargo, North Dakota 58102

**PCCO #007**

Building success.

ROERS  
200 45th St S  
Fargo, North Dakota 58103  
Phone: (701) 356-5050

Project: 24-012 - Fire Station #5 Addition

## Prime Contract Change Order #007: CE #016 - GPR 011 - Exterior Metal Panels

<b>TO:</b>		<b>FROM:</b>	
<b>DATE CREATED:</b>	8/19/2025	<b>CREATED BY:</b>	Tyler Miller (Roers Construction Joint Venture)
<b>CONTRACT STATUS:</b>	Pending - In Review	<b>REVISION:</b>	0
<b>DESIGNATED REVIEWER:</b>		<b>REVIEWED BY:</b>	
<b>DUE DATE:</b>		<b>REVIEW DATE:</b>	
<b>INVOICED DATE:</b>		<b>PAID DATE:</b>	
<b>SCHEDULE IMPACT:</b>		<b>EXECUTED:</b>	No
<b>REVISED SUBSTANTIAL COMPLETION DATE:</b>		<b>SIGNED CHANGE ORDER RECEIVED DATE:</b>	
<b>CONTRACT FOR:</b>	24-012:Fire Station No. 5 Addition	<b>TOTAL AMOUNT:</b>	\$8,251.53

**DESCRIPTION:**  
CE #016 - GPR 011

The owner has requested the following changes to the exterior of the existing building. Omit painting of existing red masonry units, tuckpointing, and salvage/replacement along north wall and existing wing walls on west side of the building (both sides and end of wing wall). Instead, install metal panel, T10-D (see product data attached), over existing red masonry units at these locations as noted in attached drawing. Provide flashing and closures as required. Metal panel and accessories shall be Weathered Copper (W50). In addition, please include pricing to paint the exposed portions of the steel beams above the openings on the west side of the app bay as well as the soffit itself. Color to match the color used to paint the CMU blocks. Please provide a detailed breakdown of costs with your proposal.

An additional item to note is the owner has requested the existing bollards be painted black in lieu of red.

\* Lead time for metal panels is 4-8 weeks

**ATTACHMENTS:**

**POTENTIAL CHANGE ORDERS IN THIS CHANGE ORDER:**

PCO #	Title	Schedule Impact	Amount
012	CE #016 - GPR 011 - Exterior Metal Panels	63 days	\$8,251.53
<b>Total:</b>			<b>\$8,251.53</b>

**CHANGE ORDER LINE ITEMS:**

**PCO # 012: CE #016 - GPR 011 - Exterior Metal Panels**

#	Budget Code	Description	Amount	OHP (15.00% Excludes Cost Code (1))	Subtotal
1	5-510.M MISCELLANEOUS METALS.MATERIALS	Metal Panels	\$7,614.37	\$1,142.16	\$8,756.53
2	9-900.S PAINTING.SUBCONTRACT	painting beams	\$300.00	\$45.00	\$345.00
3	4-200.E MASONRY.EQUIPMENT	Deduct for patching block and painting north wall	\$(850.00)	\$0.00	\$(850.00)
<b>Subtotal:</b>			<b>\$7,064.37</b>	<b>\$1,187.16</b>	<b>\$8,251.53</b>
			<b>Grand Total:</b>		<b>\$8,251.53</b>



Building success.

---

The original (Contract Sum)	\$1,173,000.00
Net change by previously authorized Change Orders	\$26,078.25
The contract sum prior to this Change Order was	\$1,199,078.25
The contract sum would be changed by this Change Order in the amount of	\$8,251.53
The new contract sum including this Change Order will be	\$1,207,329.78
The contract time will not be changed by this Change Order.	

SIGNATURE

DATE

SIGNATURE

DATE

SIGNATURE

DATE



CONSTRUCTION | PROPERTY MANAGEMENT | DEVELOPMENT | REAL ESTATE

Building success.

**Materials**

- **T- 10 D metal Panel – Weathered copper**
  - o **40 panels @ 48” tall.**
  - o **110 LF top cap**
  - o **110 LF bottom flashing**
  - o **16’ J channel**
  - o **16’ outside corner**
  - o **Screws**

**\$2,856.53**

- **Hat Channel**
  - o **280 LF = \$187.84**
  - o **Anchors /epoxy = \$125**
  - o **Silicone to seal top cap =\$25**

**Total Material: \$3,194.37**

**Labor**

- **Hat Channel**
  - o **20 Man Hours @ \$65 = \$1,300.00**
- **Flashings (cutting and anchoring)**
  - o **24 Man Hours @ \$65 = \$1560.00**
- **Panels (cutting to size and installing)**
  - o **24 Man Hours @ \$65 = \$1,560.00**

**Total Labor = \$4,420.00**

**Paint Steel Beams per mark-up  
\$300**

**Total: \$7,914.37 + OHP = \$9,101.52**

**Deduct: paint and block replacement deduct \$850.00**

**GRAND TOTAL: \$8,251.52**

[www.roers.com](http://www.roers.com)

**FARGO**

**DICKINSON**

**BISMARCK**

**MINOT**



## Quote

#QUO18-6450

## Bill To:

ROERS CONSTRUCTION, LLC  
200 45TH STREET SOUTH  
FARGO ND 58103  
United States

## Sold To:

ROERS CONSTRUCTION, LLC  
200 45TH STREET SOUTH  
FARGO ND 58103  
United States

## Ship To:

ROERS CONSTRUCTION, LLC  
200 45TH STREET SOUTH  
FARGO ND 58103  
United States

## Quote Date:

08/15/2025

## Expires On:

09/14/2025

## Job Name:

Fire Station 5

## Order Weight:

740

## Shipping Method:

MSMC ROUTE TRUCK

## Requested Date:

## Terms:

JOB BY JOB-JT CK, ALL REGIONS : 15951  
NET 30  
MIDWEST REGION :  
Detroit Lakes

## Warehouse:

## Customer ID:

## Mfg Order Details:

Product	Quantity Ordered	Description	Quantity	Unit Price	Amount
FREIGHT - JOB SITE FEE		FREIGHT - JOB SITE FEE	1	\$150.00	\$150.00
12PC3S75		T10-D PANEL WALL 36 24GA GR50 AZ50 KYNAR WEATHERED COPPER	150	\$8.63	\$1,294.50
	40	Feet      Inch      Unit Inches      Piece Mark      Bundling 4                              48.000			
FEE		MINIMUM CHARGE FEE HD orders less than 200 LNFT	1	\$250.00	\$250.00
CUT CHARGE		CUT CHARGE - press broke panels less than 8'	40	\$5.00	\$200.00
9860003		CUSTOM TRIM 4"-6" 24GA GR50 AZ50 KYNAR PAINTED <i>Custom Trim - TOP CAP - 24ga - Weathered Copper W50 - 11@10'2" - See attached Drawing</i>	11	\$13.87	\$152.57
	11	Pitch                              Piece Mark see drawing			
9860005		CUSTOM TRIM 4"-6" 24GA GR50 AZ50 KYNAR PAINTED <i>Custom Trim - BOTTOM FLASHING - 24ga - Weathered Copper W50 - 11@10'2" - See attached Drawing</i>	11	\$13.83	\$152.13
	11	Pitch                              Piece Mark see drawing			
9860006		CUSTOM TRIM 4"-6" 24GA GR50 AZ50 KYNAR PAINTED <i>Custom Trim - 16ft J CHANNEL - 24ga - Weathered Copper W50 - 1@16'2" - REF 58671XX</i>	1	\$32.15	\$32.15
	1	Pitch                              Piece Mark standard			
9860012		CUSTOM TRIM 10"-12" 24GA GR50 AZ50 KYNAR PAINTED <i>Custom Trim - 16ft OUTSIDE CORNER - 24ga - Weathered Copper W50 - 1@16'2" - REF 58132XX</i>	1	\$65.67	\$65.67
	1	Pitch                              Piece Mark standard			
82 23W50		WOODSCREW #10-16 SHRP PT 1/4" HD XL 0'-1.5" WEATHERED COPPER	500	\$0.19	\$95.00
82409W50		RIVET 1/8" WEATHERED COPPER	100	\$0.13	\$13.00





## Quote

#QUO18-6450

Product	Quantity Ordered	Description	Quantity	Unit Price	Amount
FSC2		FUEL SURCHARGE 2%			\$51.98

Subtotal \$2,651.07

Tax Amount \$205.46

Shipping Cost \$0.00

Total \$2,856.53

The sale of material/goods described above is subject to the Terms and Conditions found at <https://www.metalsales.us.com/ms/terms-and-conditions/> I certify that I have read the terms and conditions.

To place an order, please sign, date, and return.

2% Credit Card Surcharge \$57.13

If paying by credit card, remit: \$2,913.66

Approved By: \_\_\_\_\_ Date: \_\_\_\_\_



Foundation Building Materials  
Return Service Requested

Branch 236  
4502 15TH AVE N STE C  
FARGO, ND 58102-2866  
Ph: (701) 297-2371

**PRO FORMA INVOICE**

Invoice Number	Invoice Date	Due Date
236005738-00		
Customer PO		Placed By
		TYLER
Terms		Page #
NET 30TH		1 of 1

**Bill To : 83083**

ROERS CONSTRUCTION  
200 45TH STREET SOUTH  
FARGO ND 58103

PLEASE REMIT ALL PAYMENTS TO

→ **FOUNDATION BUILDING MATERIALS** ←  
6872 PAYSHERE CIR  
CHICAGO, IL 60674-6872

**Ship To : WCF**

WILL-CALL FARGO (ROERS)  
4502 15TH AVE N STE C  
FARGO, ND 58102-2866  
(701) 282-6413

Order Date	Order Taken By	Sales Rep	Ship Via	Ship Date	Job Number / Name
08/13/2025	Vazquez, Vincent	236 House Account	Cust Pick Up		
Shipping Instructions			Reference		

Qty Ordered	Qty Shipped	Sell Unit	Product and Description	Price Unit Qty	Unit Price	Price UOM	Net Amount Due
24.00	24.00	PC	DFC087-30-12 20GA 7/8" DW FURRING 12FT	0.288	605.00 7.260	MLF PC	174.24
						<b>Subtotal</b>	<b>174.24</b>
						<b>Taxes</b>	<b>13.50</b>
						<b>Total</b>	<b>187.74</b>

Total Steel MLF Invoiced      0.288 MLF

Please reference the Invoice number with your payment

A finance charge of 1-1/2% per month (18% per year) will be charged on all past due accounts. All invoices are subject to a surcharge fee of 2% of the total amount charged if paid by a credit card. ALL claims and returned goods MUST be accompanied with the appropriate paperwork. Job access is the contractor's responsibility including ingress and egress. Subject to FBM Terms and Conditions <http://www.fbmsales.com/FBM-CREDIT>  
California Customers: Title passes F.O.B. warehouse on pickups. Title passes F.O.B. curbside before stocking and spreading when delivered.

Manage your  
orders and  
account at  
[MyFBM.com](http://MyFBM.com)

*Thank you for your Business*



300 23rd Ave E, Suite 100  
West Fargo, ND 58078-7820  
701 232 5353  
KLJENG.COM

August 13, 2025

Tyler Miller  
Project Manager  
Roers Construction Joint Venture, LLC  
200 45th St S  
Fargo, ND 58103

Re: Fire Station No 5 Proposal Request 12 – Paint App Bay Walls

Dear Mr. Miller:

The owner has requested all of the existing apparatus bay walls, excluding mechanical room, be painted to match the new turnout room walls. The existing doors/frames are to be painted to match the new door frames. The surface mounted electrical conduit shall be painted to match the walls. Coordinate the code requirements for the red fire alarm conduit with Grotberg. If allowed by code, the fire alarm conduit shall be painted as well. The FD mural on the east wall of the app bay is to remain. An alternate shall be included to paint the ceiling the same color as the walls.

Please note this is not a change order nor direction to proceed with the work. If you have any questions, please contact me at 701-241-2317 or [cassie.mcnames@kljeng.com](mailto:cassie.mcnames@kljeng.com).

Sincerely,  
KLJ

A handwritten signature in cursive script that reads "Cassie McNames".

Cassie McNames  
Senior Project Manager  
Enclosure(s): None  
Project #: 2404-00262  
cc: File, Alec Korby, Nicholas Naujokas, Drew Crane



Building success.

ROERS  
200 45th St S  
Fargo, North Dakota 58103  
Phone: (701) 356-5050

Project: 24-012 - Fire Station #5 Addition

## Prime Contract Change Order #006: CE #015 - GPR 012 - Paint App Bay

TO:		FROM:	
DATE CREATED:	8/13/2025	CREATED BY:	Tyler Miller (Roers Construction Joint Venture)
CONTRACT STATUS:	Pending - In Review	REVISION:	0
DESIGNATED REVIEWER:		REVIEWED BY:	
DUE DATE:		REVIEW DATE:	
INVOICED DATE:		PAID DATE:	
SCHEDULE IMPACT:		EXECUTED:	No
REVISED SUBSTANTIAL COMPLETION DATE:		SIGNED CHANGE ORDER RECEIVED DATE:	
CONTRACT FOR:	24-012:Fire Station No. 5 Addition	TOTAL AMOUNT:	\$9,237.95

**DESCRIPTION:**CE #015 - GPR 012 - Paint App Bay Walls

The owner has requested all of the existing apparatus bay walls, excluding mechanical room, be painted to match the new turnout room walls. The existing doors/frames are to be painted to match the new door frames. The surface mounted electrical conduit shall be painted to match the walls. Coordinate the code requirements for the red fire alarm conduit with Grotberg. If allowed by code, the fire alarm conduit shall be painted as well. The FD mural on the east wall of the app bay is to remain. An alternate shall be included to paint the ceiling the same color as the walls

\* Instructed to paint over mural

\* instructed to just paint walls

**ATTACHMENTS:****POTENTIAL CHANGE ORDERS IN THIS CHANGE ORDER:**

PCO #	Title	Schedule Impact	Amount
011	CE #015 - GPR 012 - Paint App		\$9,237.95
Total:			\$9,237.95

**CHANGE ORDER LINE ITEMS:****PCO # 011: CE #015 - GPR 012 - Paint App**

#	Budget Code	Description	Amount	OHP (15.00% Applies to All Line Items)	Subtotal
1	9-265.S GYPSUM BOARD WALLS.SUBCONTRACT	Paint App Bay Walls and Door Frames & Doors	\$8,033.00	\$1,204.95	\$9,237.95
Subtotal:			\$8,033.00	\$1,204.95	\$9,237.95
Grand Total:					\$9,237.95

The original (Contract Sum)	\$1,173,000.00
Net change by previously authorized Change Orders	\$26,078.25
The contract sum prior to this Change Order was	\$1,199,078.25
The contract sum would be changed by this Change Order in the amount of	\$9,237.95
The new contract sum including this Change Order will be	\$1,208,316.20
The contract time will not be changed by this Change Order.	



High Performance Coatings, Inc.  
 568 50th Street NE  
 Buffalo, MN 55313  
 +13208152141  
 highperformancecoatingsmn@hotmail.com  
 http://highperformancecoatingsinc.com



Estimate #

**ADDRESS**

CITY OF FARGO FIRE  
 STATION NO 5 ADDITION  
 Apparatus Bay Painting

**ESTIMATE # 6977**

**DATE 08/13/2025**

=====

ACTIVITY	RATE	AMOUNT
<b>Bid</b>	9,337.00	9,337.00
Painting of ceiling with one coat of waterborne dryfall coating. Reprime walls with Omniprep and apply one coat of Assure Latex Semigloss Coating.		
Walls \$6763.00	\$8,033	
Ceiling \$2574.00		
Lifts	1,270.00	1,270.00
Lifts		

Thank you for giving us the opportunity to look at your upcoming project. We look forward to working with you. Please do not hesitate to reach out with any questions.

**TOTAL**

**\$10,607.00**

Mike Wheeler - 320-815-2141  
 Sam Adams - 763-204-5889

Accepted By

Accepted Date



*Laney's*  
CHANGE ORDER NO.: 2 *CO #4*

Owner: City of Fargo  
Engineer: KJ Engineering LLC

Owner's Project No.:  
Engineer's Project No.: 2404-00262  
Contractor's Project  
No.:

Contractor: Laney's Inc.  
Project: Fire Station No. 5 Addition  
Contract Name: General Construction (Stipulated Price)  
Date Issued: September 8, 2025

Effective Date of Change Order: August 7, 2025

The Contract is modified as follows upon execution of this Change Order:

Description:

1. **A natural gas connection was extended to the exterior of the building for an owner supplied grill. The total cost of this work is \$3,979.00. This is summarized in MPR-06 and MPR-07.**
2. **The final completion date has been extended to September 24, 2025 to account for delays in getting the hydronic motor pumps swapped out.**

Attachments:

**MPR-06, MPR-07**

Change in Contract Price		Change in Contract Times	
Original Contract Price:		Original Contract Times:	
\$ 416,863.00		Substantial Completion: August 13, 2025	
		Ready for final payment: August 27, 2025	
Increase from previously approved Change Orders:		Increase from previously approved Change Orders:	
\$ 4,540.00		Substantial Completion: N/A	
		Ready for final payment: N/A	
Contract Price prior to this Change Order:		Contract Times prior to this Change Order:	
\$ 421,403.00		Substantial Completion: August 13, 2025	
		Ready for final payment: August 27, 2025	
Increase this Change Order:		<b>Change resulting from this Change Order:</b>	
\$ 3,979.00		Substantial Completion: N/A	
		Ready for final payment: September 24, 2025	
Contract Price incorporating this Change Order:		Contract Times with all approved Change Orders:	
\$ 425,382.00		Substantial Completion: August 13, 2025	
		Ready for final payment: September 24, 2025	



Recommended by Engineer (if required)		Accepted by Contractor	
By:	<u>Casimir</u>		<u>Tom O'Malley</u>
Title:	<u>Project Manager</u>		<u>President</u>
Date:	<u>9/8/2025</u>		<u>9/11/2025</u>
	<u>Authorized by Owner</u>		
By:			
Title:	<u>Mayor</u>		
Date:			

**Proposal By**

Box 2562 - Fargo, North Dakota 58108  
Phone: 701-237-0543 Fax: 701-237-9767



<b>Proposed to:</b> KLJ ENGINEERING	<b>Home Phone</b>	<b>Cell Phone</b>	<b>E-Mail Address</b>
<b>Street Address</b>	<b>Work Phone</b>	<b>Fax #</b>	<b>Contact Name</b>
<b>City, State, Zip Code</b>	<b>Job Location</b> 930 40TH ST S	<b>Job Name</b> FARGO FIRE STATION 5	<b>Proposal Date</b> 08/05/25

**We propose the following:**

PR-06 GAS CONNECTION FOR THE GRILL

MATERIAL \$304.00  
LABOR \$1,900.00  
PERMIT \$40.00

THANK YOU FOR YOUR CONSIDERATION!

**Proposed By:**

DAVE THERE

08/05/25

Laney's Commercial Manager

Date

Note: This proposal may be withdrawn by Laney's if not accepted within 30 days

**Acceptance of Proposal**

Purchaser

Date

The above prices, specifications and conditions are satisfactory and are hereby accepted. Laney's Inc. is authorized to do the work as specified and payment for such work will be made as outlined in this document.

I understand that I am responsible for payment for any approved work that is performed outside the scope of this estimate.

**Billing Terms:**☐

Bill Total Upon Completion

☐

Progress Billing

**Payment Terms/Conditions:**DOWNPAYMENT REQUIRED: ☐

Work can be scheduled  
with a DOWNPAYMENT of: \$

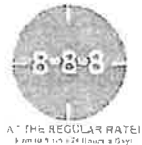
**PAYMENT DUE UPON COMPLETION**

All payments not made when due will bear interest at eighteen (18%) percent per annum. If payments are not made when due, you will also be responsible for all costs of collection, including reasonable attorney's fees. Any person or company supplying labor or materials for this improvement to your property may file a lien against your property in order to protect their interests. The Purchaser under this agreement acknowledges and understands that Laney's may pull a credit report from a credit reporting agency in order to determine if credit will be extended.

**Proposal By**

Box 2562 - Fargo, North Dakota 58108  
Phone: 701-237-0543 Fax: 701-237-9767

[WWW.LANEYS.COM](http://WWW.LANEYS.COM)



<b>Proposed to:</b> KLJ ENGINEERING LLC	<b>Home Phone</b>	<b>Cell Phone</b>	<b>E-Mail Address</b>
<b>Street Address</b>	<b>Work Phone</b>	<b>Fax #</b>	<b>Contact Name</b>
<b>City, State, Zip Code</b>	<b>Job Location</b> FARGO	<b>Job Name</b> FARGO FIRE #5	<b>Proposal Date</b> 09/08/25

**We propose the following:**

MPR-07  
TO ROUTE 3/4" GAS LINE UNDERGROUND TO NEW LOCATION AS REQUESTED FOR GRILL STATION

MATERIAL \$318.00  
LABOR \$1,372.00  
PERMIT \$45.00

THANK YOU FOR YOUR CONSIDERATION!

**Proposed By:**

DAVE THERE

09/08/25

Laney's Commercial Manager

Date

Note: This proposal may be withdrawn by Laney's if not accepted within 30 days.

**Acceptance of Proposal**

Purchaser

Date

The above prices, specifications and conditions are satisfactory and are hereby accepted. Laney's Inc. is authorized to do the work as specified and payment for such work will be made as outlined in this document.

I understand that I am responsible for payment for any approved work that is performed outside the scope of this estimate

**Billing Terms:**
☐

Bill Total Upon  
Completion

☐

Progress Billing

**Payment Terms/Conditions:**

DOWNPAYMENT REQUIRED: ☐

Work can be scheduled  
with a DOWNPAYMENT of: \$

**PAYMENT DUE UPON COMPLETION**

All payments not made when due will bear interest at eighteen (18%) percent per annum. If payments are not made when due, you will also be responsible for all costs of collection, including reasonable attorney's fees. Any person or company supplying labor or materials for this improvement to your property may file a lien against your property in order to protect their interests. The Purchaser under this agreement acknowledges and understands that Laney's may pull a credit report from a credit reporting agency in order to determine if credit will be extended.



**PUBLIC  
WORKS**

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

23

September 9, 2025

The Honorable Board of City Commissioners  
City of Fargo  
Fargo, ND 58102

**RE: Fargo Park District Single-Track Biking Trail License Agreement**

Commissioners:

Enclosed for your review and approval is a Property License Agreement between the Fargo Park District and the City of Fargo.

In June 2025, Mr. Dave Bietz from the Fargo Park District contacted Public Works staff to propose an agreement that would permit the establishment of a single-track biking trail along the Red River corridor. This trail would span city-owned, flood buyout properties from approximately 6th Avenue South to 17th Avenue South.

Under the terms of the agreement, the Fargo Park District will assume responsibility for maintaining all areas associated with the single-track trail. Additionally, the Park District has agreed to indemnify and hold the City harmless from any claims arising from its use of the property.

The License Agreement has been fully reviewed by City staff, and we are now prepared to move forward with commission authorization.

RECOMMENDED MOTION: I/we move to approve and authorize the execution of the enclosed Property License Agreement between the Fargo Park District and the City of Fargo.

Respectfully submitted,

Benjamin Dow  
Public Works Operations Director

## LICENSE AGREEMENT

**THIS LICENSE AGREEMENT** (the “Agreement”), made and entered into effective the 9<sup>th</sup> day of September, 2025, between **THE CITY OF FARGO**, a municipal corporation, whose post office address is 225 4<sup>th</sup> Street North, Fargo, North Dakota, 58102 (“City”) and **THE PARK DISTRICT OF THE CITY OF FARGO**, a park district under the laws of the State of North Dakota, whose address is 6100 38<sup>th</sup> Street S, Fargo, North Dakota 58104 (“Park District”).

**WHEREAS**, City owns the property described in paragraph 1 below (the “Property”); and

**WHEREAS**, Park District is the owner of or has access to land adjacent or connected to the Property; and

**WHEREAS**, Park District desires to use the Property for public recreation and, to develop a single-track biking trail to enhance Park District facilities for the citizens of and the visitors to the Fargo area; and

**WHEREAS**, City and Park District wish to enter into this Agreement to allow for the use by Park District of the Property under the terms and conditions hereinafter stated.

In consideration of the mutual promises herein contained, the parties agree as follows:

1. Grant of License - Description of Premises. City hereby grants to Park District a license to occupy and use, subject to all of the terms and conditions hereof, the Property described in Exhibit A attached hereto and incorporated by reference herein and located in the Northeast Quarter (NE¼) of Section Seven (7), Township One Hundred Thirty-nine North (T139N), Range Forty Eight West (R48W) of the Fifth Principal Meridian, Cass County, North Dakota, and the Northeast Quarter (NE¼) of Section Eighteen (18), Township One Hundred Thirty-nine North (T139N), Range Forty Eight West (R48W) of the Fifth Principal Meridian, Cass County, North Dakota .

2. Limitation to Described Purpose. The Property may be occupied and used by Park District for a single-track bike trail. No permanent structures shall be construed on the Property by the Park District, nor shall any trees be removed, but the Property may be improved as a single-track bike trail. This license constitutes a surface license only.

3. Use of Property and Prohibited Activities. Park District accepts the Property "AS IS". Park District may improve the Property consistent with the terms of paragraph 4 below and the attached Exhibit B. Accordingly, City shall not be responsible for any repairs of any kind, and if the Property should become unusable because of flooding or other natural phenomena, Park District's sole remedy is to remove its improvements and vacate the Property. Park District shall maintain the Property directly adjacent (10' either side) to any single-track bike trail, while it is utilizing the same under this Agreement. Such maintenance shall include all grass mowing, weed treatment (as required), removal of hazardous trees or deadfall, as well as maintenance of the single-track bike trail and related temporary improvements, if any. Subject to the provisions of paragraph 4 below and Exhibit B attached hereto and incorporated by reference herein, Park District agrees not to further alter the Property in any manner without the prior written permission of City, which permission shall not be unreasonably withheld.

4. Construction. Park District is solely responsible to develop the specifications, to procure bids, site preparation for the construction of the single-track bike trail, the bidding process and, ultimately, the construction of the single-track bike trail and all other site improvements.

A proposed design and any additional construction information are contained on Exhibit B attached hereto.

5. Period of License/Termination. The term of this Agreement shall be through November 1, 2035, subject to City having a right to terminate the Agreement at any time (on notice

to Park District) if (1) the Property is to be permanently altered for flood protection purposes by the City of Fargo; (2) the City determines the Property is necessary for a public purpose other than flood control; and (3) if Park District fails to maintain the installation and required maintenance is not completed within six (6) months following notice from City.. Unless otherwise terminated, this Agreement will continue thereafter “at will” with either party having a right to terminate the same on not less than sixty (60) days’ written notice the other. Upon termination of the license, Park District shall, at its sole cost and expense, restore the surface of the Property to its original condition.

6. Payment. Park District shall pay the sum of Ten and no/100 Dollars (\$10.00) for the initial lease term, the receipt of which is hereby acknowledged. Thereafter, the license fee is \$1.00 per year. Park District shall not be required to pay Fargo any other monies for the utilization of the property provided.

7. Indemnification. Park District agrees to indemnify and hold City harmless from and against any and all claims arising from the Park District’s use of the Property and from any activity or work done on the Property by the Park District, or others for purposes of constructing or maintaining the single-track bike trail contemplated to be placed on the Property by the Park District. The indemnification and hold harmless shall include any claims made by employees of the Park District, contractors and its employees and members of the general public using the single-track bike trail once constructed. The Park District’s indemnification includes any and all costs, attorneys’ fees, expenses and liabilities occurring and arising out of the use of the Property for Park District purposes. Park District, as a material part of the consideration to City, hereby assumes all risk of damage to property or injury to persons in, upon or about the property from any cause arising out of Park District’s development of the single-track bike trail.

8. Assignment. This Agreement is personal to Park District, and is not transferable. Notwithstanding the above, Park District may enter into agreements with other groups to assist in the construction and maintenance of single-track bike trails on the Property.

9. Addresses and Notices. Any notice mailed, addressed to Park District's Executive Director at the address set forth above, or delivered to Park District's Executive Director at such address shall be noticed hereunder by City. Any notice mailed, delivered to City's Director of Operations at the address set forth above. Either party may designate a different representative or address at any time.

10. Binding Effect. This Agreement shall be binding upon the parties hereto and their successors and assigns.

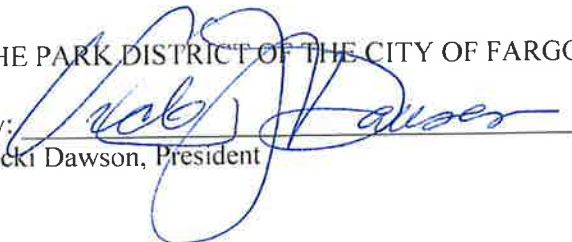
**IN WITNESS WHEREOF**, parties have executed this License Agreement at Fargo, North Dakota, the day and year first above written.

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

By: \_\_\_\_\_  
Dr. Tim Mahoney, Mayor

ATTEST:

\_\_\_\_\_  
Steve Sprague, City Auditor

THE PARK DISTRICT OF THE CITY OF FARGO  
By:   
Vicki Dawson, President



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

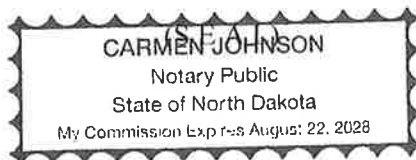
On this \_\_\_\_\_ day of \_\_\_\_\_, 2025, before me a Notary Public in and for said county and state, personally appeared Dr. Tim Mahoney, to me known to be the Mayor of THE CITY OF FARGO, a municipal corporation, and who executed the within and foregoing instrument and acknowledged to me that said organization executed the same.

(S E A L)

\_\_\_\_\_  
Notary Public  
Cass County, North Dakota  
My Commission Expires: \_\_\_\_\_

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

On this 9<sup>th</sup> day of September, 2025, before me a Notary Public in and for said county and state, personally appeared Vicki Dawson, to me known to be the President of THE PARK DISTRICT OF THE CITY OF FARGO, a park district under the laws of the State of North Dakota, who executed the within and foregoing instrument and acknowledged to me that said organization executed the same.



Carmen Johnson  
\_\_\_\_\_  
Notary Public  
Cass County, North Dakota  
My Commission Expires: 8-22-2028

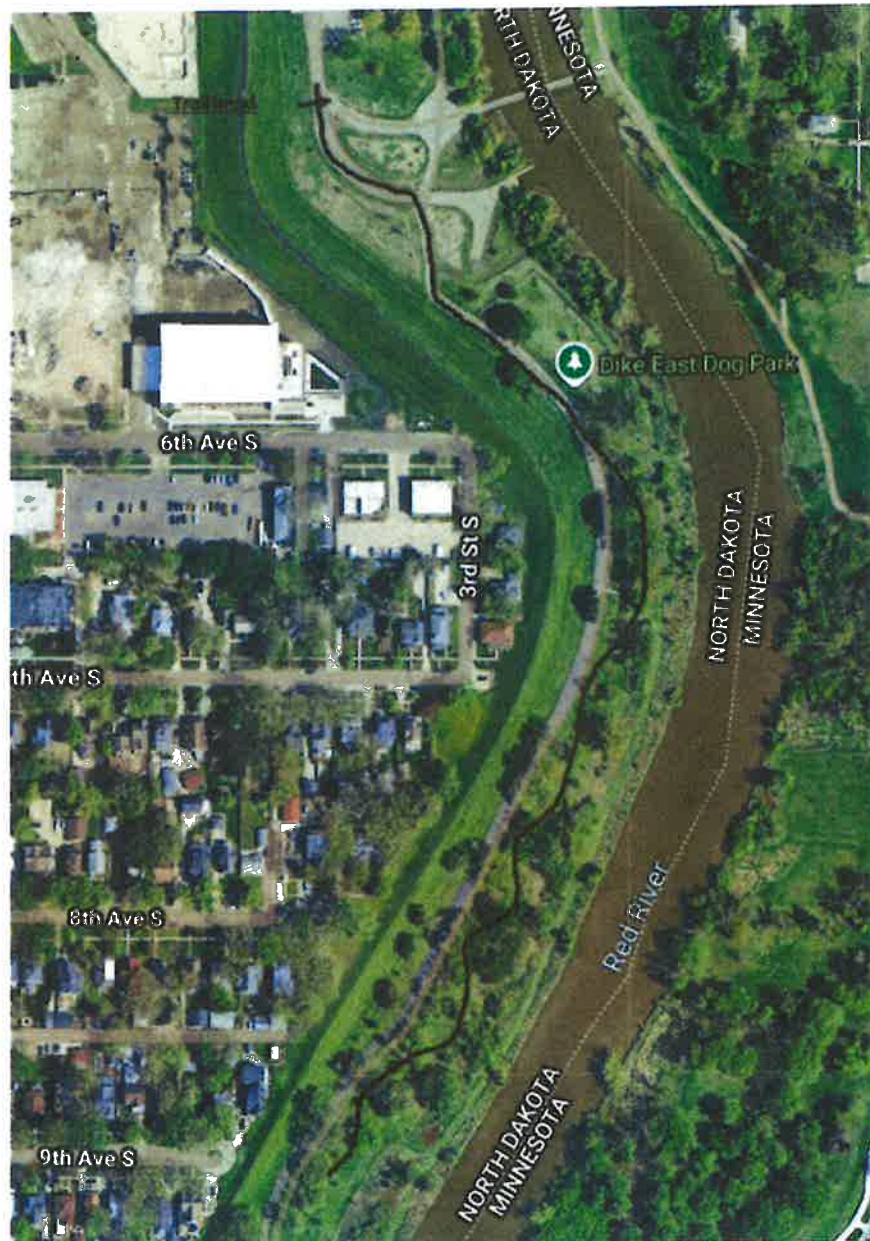
## EXHBIT A

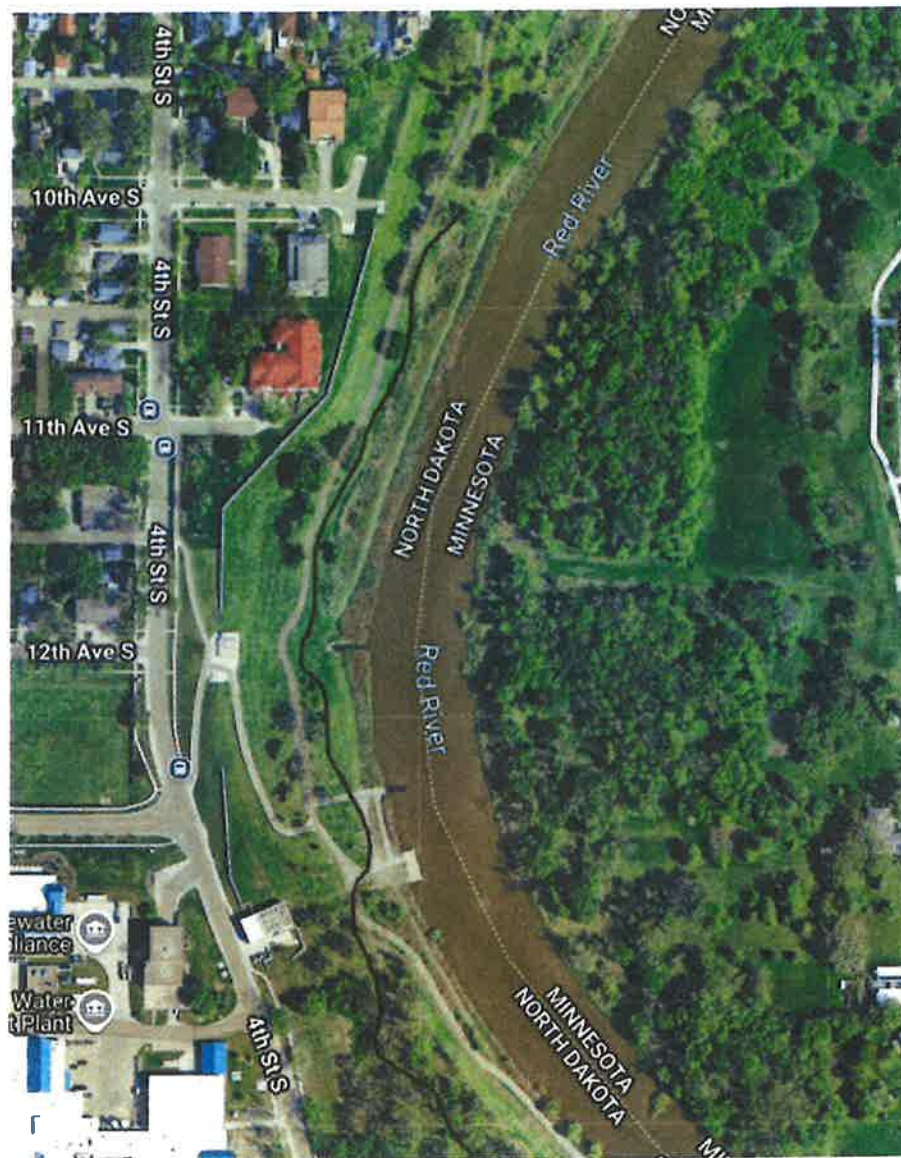
## Property Description

Cass County Parcel NO.*	ADDRESS
01144000310000	202 6 <sup>th</sup> Avenue S
01144000360000	113 7 <sup>th</sup> Avenue S
01144000360000	113 8 <sup>th</sup> Avenue S
01144000770000	201 8 <sup>th</sup> Avenue S
01144000780000	203 8 <sup>th</sup> Avenue S
01144000810000	205 8 <sup>th</sup> Avenue S
01410000410000	206 8 <sup>th</sup> Avenue S
01144000800000	207 8 <sup>th</sup> Avenue S
01410000420000	212 8 <sup>th</sup> Avenue S
01410000430000	218 8 <sup>th</sup> Avenue S
01410000460000	313 9 <sup>th</sup> Avenue S
01410000870000	314 9 <sup>th</sup> Avenue S
01410000860000	316 9 <sup>th</sup> Avenue S
01410000450000	317 9 <sup>th</sup> Avenue S
01410000850000	318 9 <sup>th</sup> Avenue S
01410000440000	319 9 <sup>th</sup> Avenue S
01410000840000	320 9 <sup>th</sup> Avenue S
01410000830000	322 9 <sup>th</sup> Avenue S
01410000890000	305 10 <sup>th</sup> Avenue S
01410001221000	310 10 <sup>th</sup> Avenue S
01410001410000	300 11 <sup>th</sup> Avenue S
01410001400000	316 11 <sup>th</sup> Avenue S
01410001420000	1144 4 <sup>th</sup> Street S
01410001460000	1128 4 <sup>th</sup> Street S
01410001750000	1204 4 <sup>th</sup> Street S
01012000011000	1308 South River Road S
01282000280000	1330 South River Road S
01282000030000	1334 South River Road S
01282000040000	1342 South River Road S
01282000050000	1348 South River Road S
01282000070000	1408 South River Road S

EXHIBIT B

Planned Improvements, Preliminary Design and  
Location of Bike Trail









## LICENSE AGREEMENT

**THIS LICENSE AGREEMENT** (the “Agreement”), made and entered into effective the 9<sup>th</sup> day of September, 2025, between **THE CITY OF FARGO**, a municipal corporation, whose post office address is 225 4<sup>th</sup> Street North, Fargo, North Dakota, 58102 (“City”) and **THE PARK DISTRICT OF THE CITY OF FARGO**, a park district under the laws of the State of North Dakota, whose address is 6100 38<sup>th</sup> Street S, Fargo, North Dakota 58104 (“Park District”).

**WHEREAS**, City owns the property described in paragraph 1 below (the “Property”); and

**WHEREAS**, Park District is the owner of or has access to land adjacent or connected to the Property; and

**WHEREAS**, Park District desires to use the Property for public recreation and, to develop a single-track biking trail to enhance Park District facilities for the citizens of and the visitors to the Fargo area; and

**WHEREAS**, City and Park District wish to enter into this Agreement to allow for the use by Park District of the Property under the terms and conditions hereinafter stated.

In consideration of the mutual promises herein contained, the parties agree as follows:

1. Grant of License - Description of Premises. City hereby grants to Park District a license to occupy and use, subject to all of the terms and conditions hereof, the Property described in Exhibit A attached hereto and incorporated by reference herein and located in the Northeast Quarter (NE¼) of Section Seven (7), Township One Hundred Thirty-nine North (T139N), Range Forty Eight West (R48W) of the Fifth Principal Meridian, Cass County, North Dakota, and the Northeast Quarter (NE¼) of Section Eighteen (18), Township One Hundred Thirty-nine North (T139N), Range Forty Eight West (R48W) of the Fifth Principal Meridian, Cass County, North Dakota .

2. Limitation to Described Purpose. The Property may be occupied and used by Park District for a single-track bike trail. No permanent structures shall be construed on the Property by the Park District, nor shall any trees be removed, but the Property may be improved as a single-track bike trail. This license constitutes a surface license only.

3. Use of Property and Prohibited Activities. Park District accepts the Property "AS IS". Park District may improve the Property consistent with the terms of paragraph 4 below and the attached Exhibit B. Accordingly, City shall not be responsible for any repairs of any kind, and if the Property should become unusable because of flooding or other natural phenomena, Park District's sole remedy is to remove its improvements and vacate the Property. Park District shall maintain the Property directly adjacent (10' either side) to any single-track bike trail, while it is utilizing the same under this Agreement. Such maintenance shall include all grass mowing, weed treatment (as required), removal of hazardous trees or deadfall, as well as maintenance of the single-track bike trail and related temporary improvements, if any. Subject to the provisions of paragraph 4 below and Exhibit B attached hereto and incorporated by reference herein, Park District agrees not to further alter the Property in any manner without the prior written permission of City, which permission shall not be unreasonably withheld.

4. Construction. Park District is solely responsible to develop the specifications, to procure bids, site preparation for the construction of the single-track bike trail, the bidding process and, ultimately, the construction of the single-track bike trail and all other site improvements.

A proposed design and any additional construction information are contained on Exhibit B attached hereto.

5. Period of License/Termination. The term of this Agreement shall be through November 1, 2035, subject to City having a right to terminate the Agreement at any time (on notice

to Park District) if (1) the Property is to be permanently altered for flood protection purposes by the City of Fargo; (2) the City determines the Property is necessary for a public purpose other than flood control; and (3) if Park District fails to maintain the installation and required maintenance is not completed within six (6) months following notice from City.. Unless otherwise terminated, this Agreement will continue thereafter “at will” with either party having a right to terminate the same on not less than sixty (60) days’ written notice the other. Upon termination of the license, Park District shall, at its sole cost and expense, restore the surface of the Property to its original condition.

6. Payment. Park District shall pay the sum of Ten and no/100 Dollars (\$10.00) for the initial lease term, the receipt of which is hereby acknowledged. Thereafter, the license fee is \$1.00 per year. Park District shall not be required to pay Fargo any other monies for the utilization of the property provided.

7. Indemnification. Park District agrees to indemnify and hold City harmless from and against any and all claims arising from the Park District’s use of the Property and from any activity or work done on the Property by the Park District, or others for purposes of constructing or maintaining the single-track bike trail contemplated to be placed on the Property by the Park District. The indemnification and hold harmless shall include any claims made by employees of the Park District, contractors and its employees and members of the general public using the single-track bike trail once constructed. The Park District’s indemnification includes any and all costs, attorneys’ fees, expenses and liabilities occurring and arising out of the use of the Property for Park District purposes. Park District, as a material part of the consideration to City, hereby assumes all risk of damage to property or injury to persons in, upon or about the property from any cause arising out of Park District’s development of the single-track bike trail.



8. Assignment. This Agreement is personal to Park District, and is not transferable. Notwithstanding the above, Park District may enter into agreements with other groups to assist in the construction and maintenance of single-track bike trails on the Property.

9. Addresses and Notices. Any notice mailed, addressed to Park District's Executive Director at the address set forth above, or delivered to Park District's Executive Director at such address shall be noticed hereunder by City. Any notice mailed, delivered to City's Director of Operations at the address set forth above. Either party may designate a different representative or address at any time.

10. Binding Effect. This Agreement shall be binding upon the parties hereto and their successors and assigns.

**IN WITNESS WHEREOF**, parties have executed this License Agreement at Fargo, North Dakota, the day and year first above written.

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

By: \_\_\_\_\_  
Dr. Tim Mahoney, Mayor

ATTEST:

\_\_\_\_\_  
Steve Sprague, City Auditor

THE PARK DISTRICT OF THE CITY OF FARGO

By:  \_\_\_\_\_  
Vicki Dawson, President

[illegible]

On this \_\_\_\_ day of \_\_\_\_\_, 2025, before me a Notary Public in and for said county and state, personally appeared Dr. Tim Mahoney, to me known to be the Mayor of THE CITY OF FARGO, a municipal corporation, and who executed the within and foregoing instrument and acknowledged to me that said organization executed the same.

(S E A L)

Notary Public  
Cass County, North Dakota  
My Commission Expires:

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

On this 9<sup>th</sup> day of September, 2025, before me a Notary Public in and for said county and state, personally appeared Vicki Dawson, to me known to be the President of THE PARK DISTRICT OF THE CITY OF FARGO, a park district under the laws of the State of North Dakota, who executed the within and foregoing instrument and acknowledged to me that said organization executed the same.

**CARMEN JOHNSON**  
Notary Public  
State of North Dakota  
My Commission Expires August: 22, 2028

Notary Public  
Cass County, North Dakota  
My Commission Expires: 8-22-2028

## EXHBIT A

## Property Description

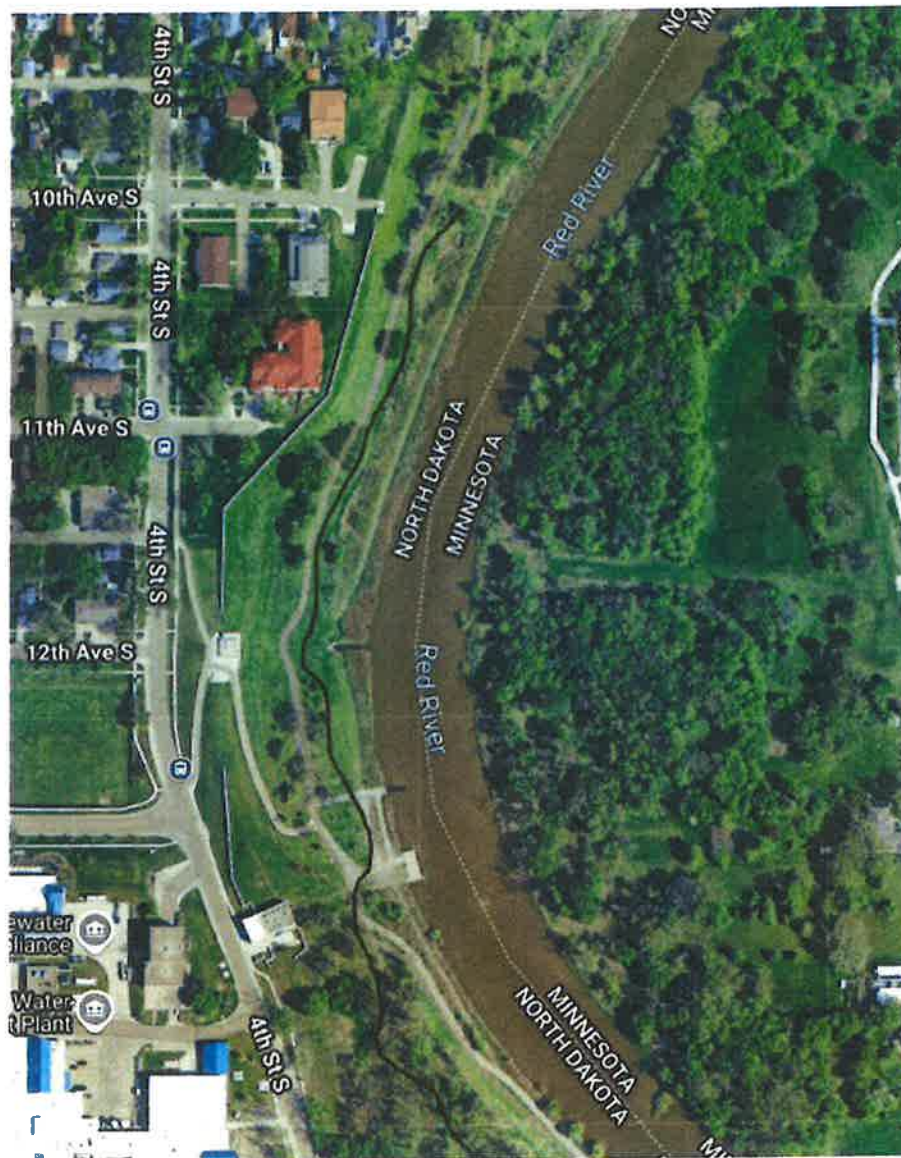
Cass County Parcel NO.*	ADDRESS
01144000310000	202 6 <sup>th</sup> Avenue S
01144000360000	113 7 <sup>th</sup> Avenue S
01144000360000	113 8 <sup>th</sup> Avenue S
01144000770000	201 8 <sup>th</sup> Avenue S
01144000780000	203 8 <sup>th</sup> Avenue S
01144000810000	205 8 <sup>th</sup> Avenue S
01410000410000	206 8 <sup>th</sup> Avenue S
01144000800000	207 8 <sup>th</sup> Avenue S
01410000420000	212 8 <sup>th</sup> Avenue S
01410000430000	218 8 <sup>th</sup> Avenue S
01410000460000	313 9 <sup>th</sup> Avenue S
01410000870000	314 9 <sup>th</sup> Avenue S
01410000860000	316 9 <sup>th</sup> Avenue S
01410000450000	317 9 <sup>th</sup> Avenue S
01410000850000	318 9 <sup>th</sup> Avenue S
01410000440000	319 9 <sup>th</sup> Avenue S
01410000840000	320 9 <sup>th</sup> Avenue S
01410000830000	322 9 <sup>th</sup> Avenue S
01410000890000	305 10 <sup>th</sup> Avenue S
01410001221000	310 10 <sup>th</sup> Avenue S
01410001410000	300 11 <sup>th</sup> Avenue S
01410001400000	316 11 <sup>th</sup> Avenue S
01410001420000	1144 4 <sup>th</sup> Street S
01410001460000	1128 4 <sup>th</sup> Street S
01410001750000	1204 4 <sup>th</sup> Street S
01012000011000	1308 South River Road S
01282000280000	1330 South River Road S
01282000030000	1334 South River Road S
01282000040000	1342 South River Road S
01282000050000	1348 South River Road S
01282000070000	1408 South River Road S

EXHIBIT B

Planned Improvements, Preliminary Design and  
Location of Bike Trail











(24)

September 15, 2025

The Honorable Board of City Commissioners  
City Hall - 225 4<sup>th</sup> St N  
Fargo, ND 58102

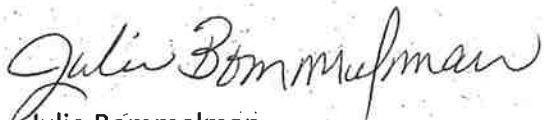
Dear Commissioners:

Attached is the 2026 grant award for State Aid from the North Dakota Department of Transportation.

The State Aid agreement is effective July 1, 2025 – June 30, 2026 and is for \$618,384. Funds can be utilized as local match for other grants or simply utilized for eligible Transit expenditures.

***The requested motion is to approve the attached contract with NDDOT.***

Respectfully,



Julie Bommelman  
Transit Director  
City of Fargo  
701.476.6737

/enc



MEMO TO: Chad M. Orn  
Deputy Director for Planning

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

DATE: 8/26/2025

SUBJECT: State Aid for Public Transit  
Fargo Metro Area Transit  
SFY 2026 (July 1, 2025 – June 30, 2026)

This is a contract to provide transit funding under the regulations of State Aid for Public Transportation. Standard methodology based on NDCC Chapter 39-04.2 was used in calculating the distribution of \$618,384 in state funds.

No local match is required.

38/ss  
Attachment(s)



NORTH  
**Dakota** | Transportation  
 Be Legendary.™

August 26, 2025

Julie Bommelman  
 Fargo Metro Area Transit  
 650 23<sup>rd</sup> Street North  
 Fargo, ND 58102

Congratulations. Fargo Metro Area Transit will be receiving State Aid funding to provide transit services. Enclosed is the Contract Agreement and funding breakdown per county for your agency.

Cass County	\$618,384
-------------	-----------

In order to begin the funding process, please:

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

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

With gratitude,

*Becky Hanson*

Becky Hanson  
 Transit Program Manager

Cc: Dan Farnsworth, Transportation Planner, Fargo/Moorhead COG  
 Deb White, Chairman, Metro Area Transit Board

**North Dakota Department of Transportation  
STATE AID FOR PUBLIC TRANSIT AGREEMENT**

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

WHEREAS, House Bill 1337 (NDCC 39-04.2) of the 1989 State Legislature established a Public Transportation Fund to provide state aid funds to political subdivisions and nonprofit corporations for the purpose of assisting in establishing and operating public transit systems and service in the state; and

WHEREAS, the Director of NDDOT has the responsibility of developing the transit program guidelines and administering the Public Transportation Fund; and

WHEREAS, the Contractor desires to receive the available state aid funds to assist in providing needed public transit services in the service area;

NOW, THEREFORE, IT IS AGREED:

**I.**

For the period of July 1, 2025, through June 30, 2026, the Contractor shall undertake and provide the transit services as described in the Contractor's application for state aid transit funds, which is on file with the NDDOT.

**II.**

**Costs.** NDDOT shall reimburse the Contractor for providing the transportation services, not to exceed \$618,384, provided costs are incurred in accordance with NDDOT program guidelines. (Copy of which will be provided upon request.) Requests for reimbursements will be allowed to be submitted to NDDOT quarterly. The final request for reimbursement must be submitted by close of business on the fifth (5<sup>th</sup>) business day following the termination date of this agreement.

**III.**

**Purchase and Disposal of Project Equipment.** The purchase and disposition of all project vehicles or equipment financed in whole or in part with state aid transit funds shall be undertaken by the Contractor in accordance with the state Office of Management and Budget regulations and NDDOT purchasing manual, copies of which will be provided upon request.

**IV.**

**Assignments.** The Contractor shall not assign nor transfer the Contractor's interests or duties under this agreement without the express written consent of the state.

**V.**

**Subcontracting.** The Contractor shall not assign any portion of the work under this agreement, execute any contract, or obligate itself in any manner with a third party with respect to its rights and responsibilities to this



agreement without written consent of NDDOT. Any agreement with a subcontractor does not create a contractual relationship between the NDDOT and the subcontractor.

## VI.

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

## VII.

**Records and Reports.** The Contractor shall complete and submit all forms and reports as required by NDDOT. The Contractor shall also maintain supporting documentation for all costs charged to the project. All accounting documents shall be clearly identified, readily accessible, and where possible, kept separate and apart from all other such documents. All project records and documents shall be kept by the Contractor for three years after the termination date of this agreement.

## VIII.

**Audit.** Entities that receive federal funds through NDDOT may be required to obtain an audit in accordance with 2 C.F.R. Part 200, Subpart F. A copy of such audit shall be submitted to NDDOT. Entities that spend less than \$750,000 of federal funds from all sources may be subject to reviews by NDDOT at its discretion. Additionally, all entities receiving federal funds through NDDOT shall certify whether a Single Audit has been completed as part of the annual Federal award process. These requirements are applicable to counties, cities, state agencies, Indian tribes, colleges, hospitals, and non-profit businesses.

## IX.

**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 both parties.

## X.

**Equipment Use.** The Contractor agrees that the project vehicles or equipment funded with state aid transit funds shall be used solely for providing public transit services in accordance with NDDOT program guidelines. Such vehicles or equipment shall be used for the duration of useful life. If any project vehicles or equipment are not used in this manner or are withdrawn from service before the end of useful life, the Contractor shall immediately notify NDDOT. The Contractor agrees that the vehicles or equipment shall not be used for charter service or exclusively for school busing.

## XI.

**Insurance.** The Contractor shall maintain insurance coverage on the project vehicle(s) in an amount adequate to protect the fair market value of the vehicles throughout the duration of this agreement.

## XII.



**Termination.** The contract may be terminated by mutual consent of both parties, or by either party upon 30 days notice, in writing and delivered by certified mail or in person.

**XIII.**

**Nondiscrimination – Compliance with Laws.** The Contractor agrees to comply with all applicable laws and rules, including, but not limited to, those relating to nondiscrimination, accessibility, and civil rights.

**XIV.**

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

EXECUTED the date last below signed.

WITNESS:

\_\_\_\_\_  
NAME (TYPE OR PRINT)  
  
\_\_\_\_\_  
SIGNATURE

CONTRACTOR:

\_\_\_\_\_  
NAME (TYPE OR PRINT)  
  
\_\_\_\_\_  
SIGNATURE  
  
\_\_\_\_\_  
TITLE  
  
\_\_\_\_\_  
DATE

APPROVED as to substance by:

Derek Pfeifer

BH

\_\_\_\_\_  
LOCAL GOVERNMENT ENGINEER (TYPE OR PRINT)  
  
*Derek Pfeifer*  
\_\_\_\_\_  
SIGNATURE  
  
09/04/25  
\_\_\_\_\_  
DATE

SH

NORTH DAKOTA  
DEPARTMENT OF TRANSPORTATION

\_\_\_\_\_  
DIRECTOR (TYPE OR PRINT)  
  
\_\_\_\_\_  
SIGNATURE *M*  
  
\_\_\_\_\_  
DATE

CLA 3338 (Div. 38)  
L.D. Approved 5-3-90; 8-15



## Certification for Contracts, Grants, Loans, and Cooperative Agreements

(To be submitted with each bid or offer exceeding \$100,000)

The undersigned [Contractor] certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form--LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions [as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, et seq.)]

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

[Note: Pursuant to 31 U.S.C. 1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure or failure.]

The Contractor, CITY OF FARGO, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. A 3801, et seq., apply to this certification and disclosure, if any.

\_\_\_\_\_  
Signature of Contractor's Authorized Official

\_\_\_\_\_  
Name and Title of Contractor's Authorized Official

\_\_\_\_\_  
Date

## Risk Management Appendix

### **Routine\* Transit Agreements With Sovereign Entities and Political Subdivisions of the State of North Dakota:**

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

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

**Governments** – State and Government Entity, as defined above

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

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

- 1) **Commercial general liability and automobile liability** insurance – minimum limits of liability required of the Governmental Entity are **\$500,000 per person** and **\$2,000,000 per occurrence**. The minimum limits of liability required of the State are **\$500,000 per person and \$2,000,000 per occurrence**.\*
- 2) **Workers compensation** insurance meeting all statutory limits.
- 3) The policies and endorsements may not be canceled or modified without **thirty (30) days prior written notice** to the undersigned State representative.

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

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

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

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

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

RM Consulted 2007  
Revised 07-23



### Certificate Of Completion

Envelope Id: 1248FCF2-76FD-4F42-A8DF-911523C6D5C3

Status: Sent

Subject: Contract #38251050: Please DocuSign: NDDOT State Aid for Public Transit Agreement

Contract Number: 38251050

PCN:

Source Envelope:

Document Pages: 7

Signatures: 2

Envelope Originator:

Certificate Pages: 4

Initials: 5

Sara Susie

AutoNav: Enabled

608 E Boulevard Ave

EnvelopeId Stamping: Enabled

Bismarck, ND 58505

Time Zone: (UTC-06:00) Central Time (US &amp; Canada)

ssusie@nd.gov

IP Address: 165.234.92.122

### Record Tracking

Status: Original

Holder: Sara Susie

Location: DocuSign

8/28/2025 3:50:58 PM

ssusie@nd.gov

Security Appliance Status: Connected

Pool: StateLocal

Storage Appliance Status: Connected

Pool: Carahsoft OBO North Dakota Department of

Location: DocuSign

Transportation CLOUD

### Signer Events

Becky Hanson

bhanson@nd.gov

Carahsoft OBO North Dakota Department of

Transportation CLOUD

Security Level: Email, Account Authentication  
(None), Authentication

### Signature



Signature Adoption: Pre-selected Style

Using IP Address: 165.234.253.12

### Timestamp

Sent: 8/28/2025 3:54:14 PM

Viewed: 8/28/2025 4:00:27 PM

Signed: 8/28/2025 4:00:43 PM

### Authentication Details

SMS Auth:

Transaction: f5a64ffe-647e-4295-9094-399bd291ca35

Result: passed

Vendor ID: TeleSign

Type: SMSAuth

Performed: 8/28/2025 4:00:20 PM

Phone: +1 701-391-3378

### Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Stacey Hanson

smhanson@nd.gov

Assistant Local Government Engineer

Carahsoft OBO North Dakota Department of

Transportation CLOUD

Security Level: Email, Account Authentication  
(None), Authentication


Signature Adoption: Pre-selected Style

Using IP Address: 165.234.253.12

Sent: 8/28/2025 4:00:45 PM

Viewed: 9/3/2025 10:21:22 AM

Signed: 9/3/2025 10:21:56 AM

### Authentication Details

SMS Auth:

Transaction: daab5c91-98ca-46fc-91d2-3329703757cb

Result: passed

Vendor ID: TeleSign

Type: SMSAuth

Performed: 9/3/2025 10:21:16 AM

Phone: +1 701-527-8879

### Electronic Record and Signature Disclosure:

Not Offered via DocuSign

### Signer Events

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

### Signature

*Derek Pfeifer*

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

### Timestamp

Sent: 9/3/2025 10:21:58 AM  
Viewed: 9/4/2025 11:20:31 AM  
Signed: 9/4/2025 11:21:30 AM

### Authentication Details

SMS Auth:  
Transaction: 7ff110fc-a7f6-4dac-9a73-623ac6e21f84  
Result: passed  
Vendor ID: TeleSign  
Type: SMSAuth  
Performed: 9/4/2025 11:20:24 AM  
Phone: +1 701-471-5516

**Electronic Record and Signature Disclosure:**  
Not Offered via Docusign

Nicole Lagasse  
nmlagasse@nd.gov  
Assistant CFO  
Security Level: Email, Account Authentication  
(None), Authentication

*N*

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

Sent: 9/4/2025 11:21:32 AM  
Viewed: 9/4/2025 12:46:16 PM  
Signed: 9/4/2025 12:46:50 PM

### Authentication Details

SMS Auth:  
Transaction: 30bf06b8-7089-4cee-9fdf-276724b88d51  
Result: passed  
Vendor ID: TeleSign  
Type: SMSAuth  
Performed: 9/4/2025 12:46:08 PM  
Phone: +1 701-954-8712

**Electronic Record and Signature Disclosure:**  
Not Offered via Docusign

Security Level: Email, Account Authentication  
(None)

**Electronic Record and Signature Disclosure:**  
Not Offered via Docusign

Security Level: Email, Account Authentication  
(None)

**Electronic Record and Signature Disclosure:**  
Not Offered via Docusign

Clint Morgentstern  
cdmorgentstern@nd.gov  
Security Level: Email, Account Authentication  
(None), Authentication

**Electronic Record and Signature Disclosure:**  
Not Offered via Docusign

Chad Orr  
corn@nd.gov  
Security Level: Email, Account Authentication  
(None), Authentication

**Electronic Record and Signature Disclosure:**  
Not Offered via Docusign



<b>In Person Signer Events</b>	<b>Signature</b>	<b>Timestamp</b>
<b>Editor Delivery Events</b> Sara Susie ssusie@nd.gov Chief Financial Officer Carahsoft OBO North Dakota Department of Transportation CLOUD Security Level: Email, Account Authentication (None) <b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign	<b>Status</b> <div style="border: 1px solid black; padding: 5px; text-align: center; font-weight: bold; font-size: 1.2em;">VIEWED</div> Using IP Address: 165.234.253.12	<b>Timestamp</b> Sent: 8/28/2025 3:51:20 PM Viewed: 8/28/2025 3:51:55 PM Completed: 8/28/2025 3:54:13 PM
<b>Agent Delivery Events</b> Julie Bommelman jbommelman@cityoffargo.com Security Level: Email, Account Authentication (None) <b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign	<b>Status</b>	<b>Timestamp</b> Sent: 9/4/2025 12:46:52 PM Viewed: 9/4/2025 4:06:01 PM
<b>Intermediary Delivery Events</b>	<b>Status</b>	<b>Timestamp</b>
<b>Certified Delivery Events</b> Sara Susie ssusie@nd.gov Security Level: Email, Account Authentication (None), Authentication <b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign	<b>Status</b>	<b>Timestamp</b>
<b>Carbon Copy Events</b> Legal Admin dotlegaladmin@nd.gov Security Level: Email, Account Authentication (None) <b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign  Legal Admin dotlegaladmin@nd.gov Security Level: Email, Account Authentication (None) <b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign	<b>Status</b>	<b>Timestamp</b>
<b>Witness Events</b>	<b>Signature</b>	<b>Timestamp</b>
<b>Notary Events</b>	<b>Signature</b>	<b>Timestamp</b>
<b>Envelope Summary Events</b> Envelope Sent Envelope Updated Envelope Updated Envelope Updated Envelope Updated Envelope Updated Envelope Updated Envelope Updated	<b>Status</b> Hashed/Encrypted Security Checked Security Checked Security Checked Security Checked Security Checked Security Checked Security Checked	<b>Timestamps</b> 8/28/2025 3:51:20 PM 8/28/2025 3:54:13 PM 8/28/2025 3:54:13 PM 8/28/2025 3:54:13 PM 8/28/2025 3:54:14 PM 8/28/2025 3:54:14 PM 8/28/2025 3:54:14 PM 8/28/2025 3:54:14 PM

**Envelope Summary Events**

Envelope Updated  
Envelope Updated  
Envelope Updated  
Envelope Updated  
Envelope Updated

**Status**

Security Checked  
Security Checked  
Security Checked  
Security Checked  
Security Checked

**Timestamps**

8/28/2025 3:54:14 PM  
8/28/2025 3:54:14 PM  
8/28/2025 3:54:14 PM  
8/28/2025 3:54:14 PM  
8/28/2025 3:54:14 PM

**Payment Events**

**Status**

**Timestamps**

9/15/2025

(25)

City of Fargo Commissioners  
225 N 4<sup>th</sup> Street  
Fargo, ND 58102

Dear Commissioners:

A Request for Proposals (RFP25215) was posted on July 9, 2025, seeking a qualified firm to provide architectural and engineering (A&E) services. Proposals were due on July 30, 2025, with three (3) firms submitting proposals.

A review committee, consisting of members from the Transit Department, evaluated the proposals and determined that Stone Architects was the most qualified proposer.

Attached is the scoring sheet reflecting the evaluation of all proposers.

**Recommended Motion:**

Approve the award of RFP25215 to Stone Architects for architectural and engineering services.

Sincerely,



Jordan Smith  
Assistant Transit Director – Fleet and Facilities

# RFP25215 - Architectural and Engineering Services Scoring Summary

## Active Submissions

Supplier	Total / 100 pts	Experience / 20 pts	Qualifications / 20 pts	Understanding, approach and methodology / 20 pts	Past Performance / 20 pts	Workload and availability / 20 pts
Stone Group Architects	100	20	20	20	20	20
KLJ Engineering, LLC	92	20	20	20	20	12
Busch Architects, Inc.	80	12	12	16	20	20

REPORT OF ACTION  
UTILITY COMMITTEE

(26)

Project: N/A

Type: Temporary Construction Easement &amp; Pipeline Agreement

Location: Hector Int'l Airport

Date of Hearing: 8-27-2025

<u>Routing</u>	<u>Date</u>
City Commission	<u>9-15-2025</u>
Project File	<u>                    </u>

Jim Hausauer, Water Reclamation Utility Director presented the attached Temporary Construction Easement and Agreement between Hector Int'l Airport (HIA) and the City of Fargo. HIA and the City of Fargo Water Reclamation Utility have been discussing plans to safely dispose spent de-icing fluid (glycol) generated by Airport activities. The North Dakota Department of Environmental Quality (NDDEQ) has required the Airport to develop a formal program to manage its spent aircraft de-icing fluid. Previously the Airport discharged the uncollected de-icing fluid to a surface storm drain or directly into the sanitary sewer system. The main component of deicing fluid is glycol. The Biological Oxygen Demand (BOD) of pure glycol is extremely high and at times is measured in the hundreds of thousands of mg/l. BOD is a measure of the organic strength of wastewater that can consume a large amount of treatment capacity at the Water Reclamation Facility (WRF). In 2020 samples of deicing fluid ranged from 160,000-473,000 mg/l, whereas normal domestic strength waste is in the 275 mg/l range. In addition, the volume generated would be very unpredictable as the use of deicing fluid is dependent on the severity and duration of winter weather. Water Rec staff were very hesitant about the request knowing the organic capacity that glycol can consume. Utilization the wastewater treatment lagoons became the preferred solution to this problem. The Airport consultant, Mead and Hunt developed a tech memo regarding alternatives for glycol disposal that reinforced the use of the lagoons as the best disposal site for the fluid.

**Project Scope**

The Airport is constructing a 200,000-gallon reservoir, a lift station and force main to the SE corner the wastewater lagoons. A pipe will be constructed through the lagoons earthen wall to the inside of the lagoon cell. The maximum loading of spent deicing fluid will be limited to 2,046 lbs/day of BOD in cell #4 allowing the remaining 5 cells to serve as treatment. The force main will follow a route on Airport land and will need to cross flood protection levees on two locations. City staff introduced the idea of the City owning and maintaining the pipeline installed on City property. The idea was met with acceptance and will be spelled out in the attached Temporary Construction Easement, Agreement and Industrial Pretreatment Permit.

The spent deicing fluid discharged will be managed via CoF Industrial Pretreatment Program. The Airport will be issued an Industrial Pretreatment Permit and be subject to our surcharge program, with the maximum daily BOD loading of 2,046 lbs/day in cell #4. The Airport has committed to installing an in-line analyzer that will record pollutant concentrations instantaneously. The data will be available to the WRF so loading rates will be monitored in real time and flow will automatically be discontinued when the loading limit is reached. A calibration schedule of the in-line analyzer will be a condition of the IPP Permit to ensure accurate results.

On a motion by Scott Olson, seconded by Brian Ward, the Utility Committee voted to approve the attached Temporary Construction Easement and Agreement between Hector International Airport and the City of Fargo related to spent de-icing fluid treatment, infrastructure installation and ownership.

**Recommended Motion:**

Concur with the Utility Committee recommendation to approve the enclosed Pipeline Agreement and Temporary Construction Easement, between Hector International Airport and the City of Fargo, pending final legal review.

Committee	Present	Yes	No	Unanimous
				<u>X</u> <u>Proxy</u>
Denise Kolpack, City Commissioner	X	X		
Susan Thompson, Finance Director	X	X		
Brian Ward, Water Plant Superintendent	X	X		
Mark Miller, Water Reclamation Plant Supt.	X	X		
Bruce Grubb, Temp. PT City Administrator	X	X		
Scott Liudahl, City Forester				
Scott Olson, Solid Waste Utility Director	X	X		
Jim Hausauer, Water Reclamation Utility Dir.	X	X		
Troy Hall, Water Utility Director	X	X	Virtual	
Ben Dow, Public Works Operations Director	X	X	Virtual	
Tom Knakmuhs, City Engineer	X	X	N. Boerboom proxy	
Dan Portlock, Water Utility Engineer	X	X		
Brenda Derrig, Assistant City Administrator	X	X	Virtual	

ATTEST:



Jim Hausauer

Water Reclamation Utility Director

C: Mayor Mahoney  
Commissioner Strand  
Commissioner Piepkorn  
Commissioner Turnberg

**Memorandum**

**August 27<sup>th</sup>, 2025**

**To: Utility Committee**

**From: Jim Hausauer, Water Reclamation Utility Director** *JA*

**RE: Temporary Construction Easement & Agreement for Deicing Fluid (Glycol) Force Main**

---

**Background**

Hector International Airport (HIA) and the City of Fargo Water Reclamation Utility have been discussing plans to safely dispose spent de-icing fluid (glycol) generated by Airport activities. The North Dakota Department of Environmental Quality (NDDEQ) has required the Airport to develop a formal program to manage its spent aircraft de-icing fluid. Previously the Airport discharged the uncollected de-icing fluid to a surface storm drain or directly into the sanitary sewer system. The main component of deicing fluid is glycol. The Biological Oxygen Demand (BOD) of pure glycol is extremely high and at times is measured in the hundreds of thousands of mg/l. BOD is a measure of the organic strength of wastewater that can consume a large amount of treatment capacity at the Water Reclamation Facility (WRF). In 2020 samples of deicing fluid ranged from 160,000-473,000 mg/l, whereas normal domestic strength waste is in the 275 mg/l range. In addition, the volume generated would be very unpredictable as the use of deicing fluid is dependent on the severity and duration of winter weather. The Airport approached the WRF about disposing the deicing fluid at the WRF. Water Rec staff were very hesitant about the request knowing the organic capacity that glycol can consume. Utilization the wastewater treatment lagoons became the preferred solution to this problem. The Airport consultant, Mead and Hunt developed a tech memo regarding alternatives for glycol disposal that reinforced the use of the lagoons as the best disposal site for the fluid.

**Project Scope**

The Airport is constructing a 200,000-gallon reservoir, a lift station and force main to the SE corner the wastewater lagoons. A pipe will be through the lagoons earthen wall to the inside of the lagoon cell. The maximum loading of spent deicing fluid will be limited to 2,046 lbs/day of BOD in cell #4 allowing the remaining 5 cells to serve as treatment. The force main will follow a route on Airport land and will need to cross flood protection levees on two locations. One at the intersection of 25<sup>th</sup> St N and 32<sup>nd</sup> Ave N and again at the SE corner of the lagoons. City staff introduced the idea of the City owning and maintaining the pipeline installed on City property. The idea was met with acceptance and will be spelled out in the attached Temporary Construction Easement, Agreement and Industrial Pretreatment Permit.

The spent deicing fluid discharged will be managed via CoF Industrial Pretreatment Program. The Airport will be issued an Industrial Pretreatment Permit and be subject to our surcharge program, with the maximum daily BOD loading of 2,046 lbs/day in cell #4. The Airport has committed to installing an in-line analyzer that will record pollutant concentrations instantaneously. The data will be available to the WRF so loading rates will be monitored in real time and flow will automatically be discontinued when the loading limit is reached. A calibration schedule of the in-line analyzer will be a condition of the IPP Permit to ensure accurate results.

**Recommended Motion**

Approve the attached Temporary Construction Easement and Agreement between Hector International Airport and the City of Fargo related to spent deicing fluid treatment, infrastructure installation and ownership of related infrastructure.



## **AGREEMENT**

**THIS AGREEMENT** ("Agreement") is made and entered into as of September 7<sup>th</sup>, 2025, by and between the City of Fargo ("City"), a North Dakota municipal corporation, and the Municipal Airport Authority of the City of Fargo ("Municipal Airport Authority" or "MAA"), a municipal airport authority established under the authority of N.D.C.C. Ch. 2-06 and by resolution of the board of city commissioners.

## **RECITALS**

WHEREAS, the MAA operates the Hector International Airport ("HIA") in the City,

WHEREAS, the HIA utilizes glycol and/or other chemicals to assist in the deicing of aircraft at HIA.

WHEREAS, the City operates wastewater lagoons north of the HIA property but in close proximity to HIA.

WHEREAS, the MAA desires to construct a pipeline which will transport glycol and/or other deicing chemicals from the HIA to the City's wastewater lagoons.

WHEREAS, the City is willing to allow a portion of the pipeline to be constructed on City property and to allow glycol and other deicing chemicals to be transported through the pipeline to the wastewater lagoons based on the terms of this Agreement.

## **TERMS OF THE AGREEMENT**

1. **Location and Purpose of Pipeline.** The MAA agrees to construct a pipeline from HIA's property to the City's wastewater lagoons. The intended pipeline is shown on **Exhibit A** to this Agreement. The constructed pipeline shall not deviate from what is shown on **Exhibit A** without the written consent of the City. The pipeline shall be used by MAA to transport glycol and other deicing fluids to the wastewater lagoons. No other chemicals or other materials may be transported in the pipeline without the express written consent of the City.
2. **Construction, Maintenance and Repair of Pipeline.** The MAA is solely responsible for all costs and expenses incurred in the construction, maintenance, repair, and replacement of the pipeline. These costs include but are not limited to the costs and expenses associated with planning, engineering, and permitting; construction and installation of the pipeline

and related facilities and infrastructure; ongoing maintenance, inspection, repair, and replacement; restoration of any disturbed areas; and compliance with all applicable laws, regulations, and rules. Under no circumstances shall the city of Fargo be responsible for any costs or expenses associated with the construction, maintenance, repair, or replacement of the pipeline. The City agrees to provide a construction and/or maintenance easement to the MAA so the MAA can construct the pipeline on a portion of City property and continue to maintain it.

3. **Ownership of the Pipeline.** MAA shall own the portion of the pipeline which is located on HIA's property. The City shall own the pipeline and related infrastructure which is located on City property, including but not limited to valves and manholes. The MAA shall be solely responsible for all costs and expenses incurred in the construction, maintenance, repair, and replacement of the pipeline, regardless if the pipeline is located on MAA/HIA or City property.
4. **Sole User.** The MAA shall be the sole user of the pipeline and shall only utilize the pipeline to transfer glycol and other anti-freeze liquids from HIA property to the city of Fargo wastewater lagoons. MAA agrees that it shall not provide access or use of the pipeline to any other person.
5. **Compliance with Industrial User Permit.** The MAA agrees to comply with all terms and conditions of the Industrial Pretreatment Permit ("IPP") granted by the City to the MAA. A copy of the IPP is attached as **Exhibit B**. The MAA understands and agrees that MAA needs to renew IPP on an annual basis. The City makes no representations or promises regarding future IPPs.
6. **Usage.** The MAA shall comply with the daily limits for glycol detailed in the IPP. The City has the right to shut off the pipeline once daily limits are met and/or in the case of an emergency as determined in the sole discretion of the City.
7. **Indemnification.** MAA shall indemnify, defend, and hold harmless the City from and against any and all claims, demands, causes of action, liabilities, damages, judgments, penalties, fines, costs and expenses of any nature whatsoever ("Claims") arising out of or related to the pipeline; including but not limited to, the construction installation, operation, maintenance, repair, or removal of the pipeline or related facilities; any act or omission of the MAA or its contractors, employees, agents, or representatives; any damage to property, personal injury, bodily injury, or death; any release, spill, or discharge of glycol or any hazardous substances, pollutants, or contaminants; and any failure of MAA to comply with applicable law, regulations and rules.

8. **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 matters contained herein. 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.
9. **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.
10. **Binding Effect.** All covenants, agreements, warranties and provisions of this Agreement will be binding upon and inure to the benefit of the parties and their respective representatives, successors and assigns.
11. **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.
12. **Headings.** Headings in this Agreement are for convenience only and will not be used to interpret or construe its provisions.
13. **Execution in Counterparts; Electronic Signatures.** This Agreement may be executed in two or more counterparts, each of which together shall be deemed an original, but all of which together shall constitute one and the same instrument. In the event that any signature is delivered by facsimile transmission or by e-mail delivery of a “.pdf” format data file, such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or “.pdf” signature page was an original thereof.

*(Signatures appear on the following pages.)*

THE CITY OF FARGO, NORTH DAKOTA,  
a municipal corporation

By: \_\_\_\_\_  
Dr. Timothy J. Mahoney, Mayor

ATTEST:

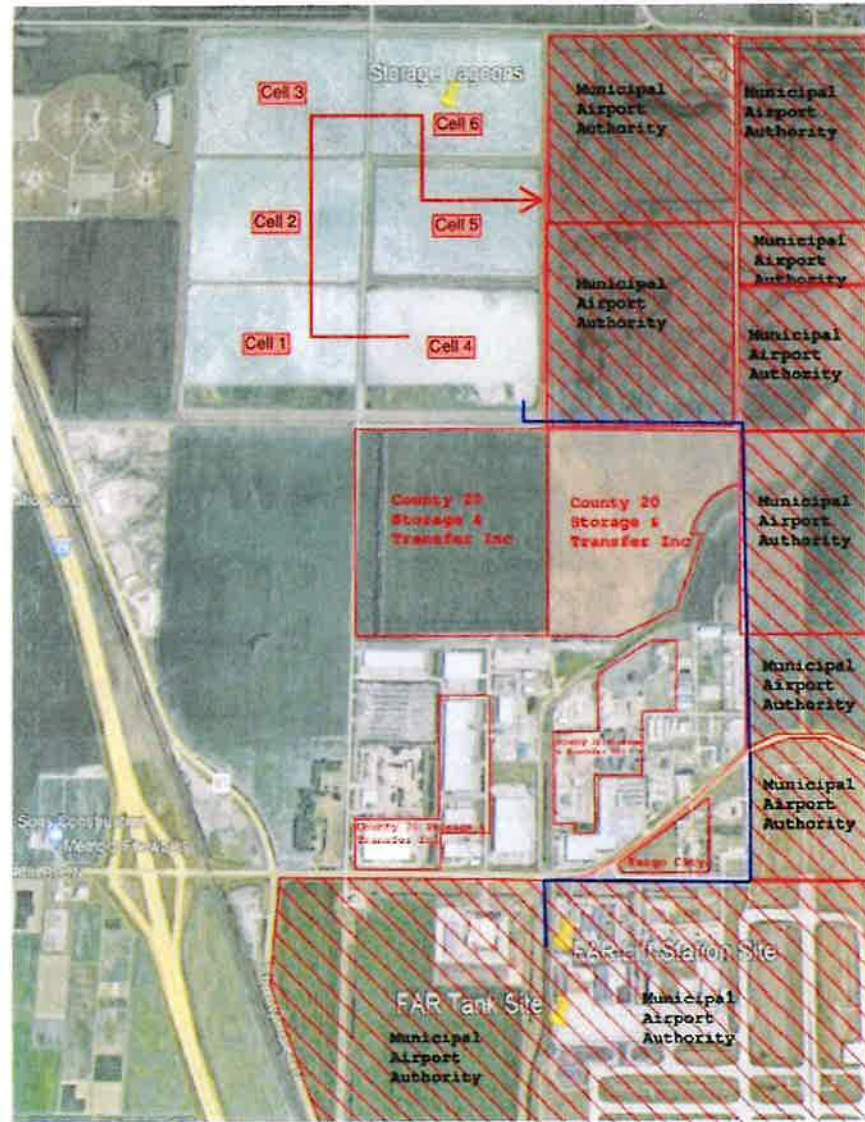
\_\_\_\_\_  
Steven Sprague, City Auditor

MUNICIPAL AIRPORT AUTHORITY OF THE  
CITY OF FARGO, a Political Subdivision under the  
laws of the State of North Dakota

By \_\_\_\_\_  
Paula A.C. Ekman, Chair

By \_\_\_\_\_  
Shawn A. Dobberstein, A.A.E., Executive Director

**EXHIBIT A TO PIPELINE AGREEMENT**





CITY OF FARGO PUBLIC WORKS  
WASTEWATER TREATMENT PLANT  
3400 North Broadway  
Fargo, North Dakota  
Phone (701)241-145  
Fax (701)241-8159  
Web Site: [www.fargond.gov](http://www.fargond.gov)

[Year]

[Document title]

[DOCUMENT SUBTITLE]

Industrial Pretreatment Permit Number 2  
Fargo, ND



Permit No. 21

### INDUSTRIAL USER PERMIT

Permittee (Company Name): Municipal Airport Authority of the City of Fargo/Hector International Airport

Facility Address: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

Name of Person to Contact: \_\_\_\_\_

The above-named permittee is hereby authorized to discharge industrial wastewater from the above identified facility and through the outfalls identified herein into the City of Fargo sewer system in accordance with, and subject to, the conditions set forth in this permit. Compliance with this permit does not relieve the permittee of its obligation to comply with any or all applicable pretreatment regulations, standards, or requirements under local, state, and federal laws, including any such regulations, standards, requirements, or laws that might become effective during the term of this permit.

Noncompliance with any term or condition of this permit shall constitute a violation of the City of Fargo sewer use ordinance. Knowingly making any false statement on any report or other document required by this permit or knowingly rendering any monitoring device or method inaccurate, is a crime and may result in the imposition of criminal sanctions and/or civil penalties.

This permit shall become effective on September 15, 2025 and shall expire at midnight on December 31, 2025.

The permittee shall apply for wastewater discharge permit reissuance by submitting a complete wastewater discharge permit application, a minimum of 30 days prior to the expiration of the permittee's existing wastewater discharge permit.

By: \_\_\_\_\_

Mark Miller  
Wastewater Superintendent

Issued this \_\_\_\_\_ day of \_\_\_\_\_

\* NOTE: The Fargo Municipal Code may be viewed via the City's website ([www.fargond.gov](http://www.fargond.gov)) at <http://fargond.gov/city-government/departments/auditors/licensing-department/ordinances> or a copy of the applicable provisions will be provided by the Wastewater Treatment Plant upon request.

## SECTION 1 EFFLUENT LIMITATIONS

### 1.1 Dilution

No user shall increase the use of process water, or in any way attempt to dilute a discharge, as a partial or complete substitute for adequate treatment to achieve compliance with an applicable pretreatment standard or requirement unless expressly authorized by an applicable pretreatment standard or requirement. The Superintendent may impose mass limitations on users which may be using dilution to meet applicable pretreatment standards or requirements or in other cases when the imposition of mass limitations is appropriate.

### 1.2 Discharge Outfalls

During the period of September 15, 2025 to December 31, 2025 the permittee is authorized to discharge process wastewater to the City of Fargo sewer system from the outfalls listed below.

Description of outfalls:

Outfall	Description
001	Effluent Lift Station
002	Airport De-icing storage facility
003	
004	

### 1.3 Effluent Limitations

During the period of September 15, 2025 to December 31, 2025 the discharge from outfall 001 shall not exceed the following effluent limitations. Effluent from this outfall consists of:

#### EFFLUENT LIMITATIONS

Parameter	Daily maximum(mg/L)
Cadmium	0.11
Chromium	5.57
Copper	2.82
Lead	1.6
Nickel	5.6
Silver	0.43
Zinc	18.17
Cyanide	N/A
Total Toxic Organics*	N/A
pH	5.0 – 12.5
<b>BOD5</b>	<b>MADL of lagoons^</b>
<b>BOD5 lb/day</b>	<b>2046lb/day per lagoon cell</b>
<b>COD</b>	<b>Correlation to BOD5</b>



\* The abbreviation TTO means total toxic organics, which is the summation of all quantifiable values greater than 0.01 milligram per liter (mg/L) for the following toxic organics:

Acenaphthene	Bis (2-chloroethoxy) methane	Toluene
Acrolein	Methylene chloride	Trichloroethylene
Acrylonitrile	Methyl chloride	Vinyl chloride
Benzene	Methyl bromide	Aldrin
Benzidine	Bromoform	Dieldrin
Carbon tetrachloride	Dichlorobromomethane	Chlordane
Chlorobenzene	Chlorodibromomethane	4,4-DDT
1,2,4-Trichlorobenzene	Hexachlorobutadiene	4,4-DDE (p,p-DDX)
Hexachlorobenzene	Hexachlorocyclopentadiene	4,4-DDD (p,p-TDE)
1,2-Dichloroethane	Isophorone	Alpha-endosulfan
1,1,1-Trichloroethane	Naphthalene	Beta-endosulfan
Hexachloroethane	Nitrobenzene	Endosulfan sulfate
1,1-Dichloroethane	2-Nitrophenol	Endrin
1,1,2-Trichloroethane	4-Nitrophenol	Endrin aldehyde
1,1,2,2-Tetrachloroethane	2,4-Dinitrophenol	Heptachlor
Chloroethane	4,6-Dinitro-o-cresol	Heptachlor epoxide
Bis (2-chloroethyl) ether	N-nitrosodimethylamine	Alpha-BHC
2-Chloroethyl vinyl ether	N-nitrosodiphenylamine	Beta-BHC
2-Chloronaphthalene	N-nitrosodi-n-propylamine	Gamma-BHC
2,4,6-Trichlorophenol	Pentachlorophenol	Delta-BHC
Parachlorometa cresol	Phenol	PCB-1242 (Arochlor 1242)
Chloroform	Bis (2-ethylhexyl) phthalate	PCB-1254 (Arochlor 1254)
2-Chlorophenol	Butyl benzyl phthalate	PCB-1221 (Arochlor 1221)
1,2-Dichlorobenzene	Di-n-butyl phthalate	PCB-1232 (Arochlor 1232)
1,3-Dichlorobenzene	Di-n-octyl phthalate	PCB-1248 (Arochlor 1248)
1,4-Dichlorobenzene	Diethyl phthalate P	CB-1260 (Arochlor 1260)
3,3-Dichlorobenzidine	Dimethyl phthalate	PCB-1016 (Arochlor 1016)
1,1-Dichloroethylene	Benzo(a)Anthracene	Toxaphene
1,2-Trans-dichloroethylene	Benzo(a)pyrene	2,3,7,8-Tetrachlorodibenzo-p-dioxin
2,4-Dichlorophenol	Benzo(b)fluoranthene	
1,2-Dichloropropane	Benzo(k)fluoranthene	
1,3-Dichloropropylene	Chrysene	
2,4-Dimethylphenol	Acenaphthylene	
2,4-Dinitrotoluene	Anthracene	
2,6-Dinitrotoluene	Benzo(ghi)perylene	
1,2-Diphenylhydrazine	Fluorene	
Ethylbenzene	Phenanthrene	
Fluoranthene	Dibenzo(a,h)anthracene	
4-Chlorophenyl phenyl ether	Indeno(1,2,3-cd) pyrene	
4-Bromophenyl phenyl ether	Pyrene	
Bis (2-chloroisopropyl) ether	Tetrachloroethylene	

^MADL – maximum allowable discharge limit, limited by the loading rate of lagoon cells

All discharges must be in compliance with the requirements of all other applicable laws, regulations, standards, and requirements including, without limitation, those set forth in Chapter 17 of the Fargo Municipal Code and

applicable State and Federal pretreatment laws, regulations, standards, and requirements including those becoming effective during the term of this permit.

#### 1.4 Local Limits

Local Limits have been established pursuant to 40 CFR 403.5(c) and City of Fargo Municipal Code 17-0406. No person shall discharge wastewater containing pollutant levels in excess of the following daily maximum allowable discharge limits.

Pollutant	Concentration
Arsenic (As)	2.8 mg/L
Cadmium (Cd)	0.11 mg/L
Chromium (III)	5.86 mg/L
Chromium (VI)	0.65 mg/L
Chromium (Total)	5.57 mg/L
Copper (Cu)	2.82 mg/L
Lead (Pb)	1.6 mg/L
Mercury (Hg)	0.001 mg/L
Nickel (Ni)	5.6 mg/L
pH	5 to 12.5 S.U.
Selenium (Se)	0.26 mg/L
Silver (Ag)	0.43 mg/L
Zinc (Zn)	18.17 mg/L

Where a user is subject to a categorical pretreatment standard and a local limit for a given pollutant, the more stringent limit or applicable pretreatment standard shall apply.

#### 1.5 Prohibited Discharge

The permittee must not discharge wastewater containing any of the following substances from any of the outfalls:

- Oil and grease concentrations or amounts from industrial facilities violating pretreatment standards.
- Wastewater from industrial facilities containing floatable fats, wax, grease or oils in amounts which would cause interference or pass through the treatment process.
- Petroleum oil, non-biodegradable cutting oil, or products of mineral oil origin in amounts which would cause interference or pass through.
- Pollutants that create a fire or explosive hazard in the POTW, including but not limited to waste streams with a closed-cup flashpoint of less than 140 degrees Fahrenheit (60° Centigrade) using the methods specified at 40 CFR 261.21
- Wastewater having a temperature which will inhibit biological activity in the treatment plant resulting in interference, but in no case wastewater which causes the temperature at the introduction into the treatment plant to exceed 104 F (40 C) unless the Approval Authority, upon the request of the POTW, approves alternate temperature limits;
- Solids or viscous substances in amounts that will cause obstruction of flow in the POTW, resulting in interference
- Pollutants, including oxygen-demanding pollutants (e.g., BOD), released in a discharge at a flow rate and/or concentration that, singly or by interaction with other pollutants, will cause interference with the POTW. For the purpose of this section, the term interference has the same definition as that in Chapter 17 of the City of Fargo Municipal Code

- h. Wastewater having a pH of less than 5.0 or more than 12.5 or otherwise causing corrosive structural damage to the POTW or equipment
- i. Pollutants that result in the presence of toxic gases, vapors, or fumes within the POTW in a quantity that might cause acute worker health and safety problems.
- j. Trucked or hauled pollutants, except at discharge points designated by the City.

### 1.6 Best Management Practices (BMPs)

In addition to the local effluent limits, the permittee is required to implement the following best management practices (BMPs) to control its discharge into the publicly owned treatment works (POTW).

- a. The Water Reclamation Utility is directing Permittee to conduct both BOD and COD measurements to create a correlation between the two parameters. The City will use this correlation to manage the pumping and loading of the deicing fluid into the wastewater lagoons.
- b. Permittee to construct storage capacity on site to mitigate cost and organic loading of the lagoons.
- c. Permittee to conduct monthly on hand inventory of de-icing fluid. To include purchases. Inventory to be reconciled at the end of the defined Ice season.

## SECTION 2 MONITORING REQUIREMENTS

### 2.1 General Monitoring Requirements

- a. All handling and preservation of collected samples and laboratory analyses of samples shall be performed in accordance with 40 CFR Part 136 and amendments thereto unless specified otherwise in the monitoring conditions of this permit.

### 2.2 Specific Monitoring Requirements

- a. From the period beginning on the effective date of the permit until 12/31/2020 the permittee shall monitor outfall 002 according to Table 1.
- b. Samples shall **start to be sampled after October 1 and shall cease after April 30** of each year. Annual Samples shall be due by December 31, of each year.
  - i. **The period between October 1 and April 30 of the calendar year, shall be defined as the de-icing season.**
  - ii. **Daily Testing**
  - iii. **Sample Parameters with a Weekly testing frequency shall be conducted with the first delivery of de-icing fluid to the WWTF within a week. A week shall be defined as a Sunday through Saturday.**
  - iv. **Sample Parameters with an Annual testing frequency shall be conducted at any time within the De-icing season as defined in 2.2.b.i.**
  - v. **Temperature, maximum daily temperature observed at the Hector International Airport.**
- c. Monitoring results obtained shall be reported and submitted by the industrial user. The report shall indicate the nature and concentration of all pollutants in the effluent for which sampling and analyses were performed during the calendar month preceding the submission of each report.
- d. Industrial User Monitoring Report shall be defined as the following
  - i. Signatory Sheet
  - ii. Results – 3<sup>rd</sup> Party lab results
  - iii. Chain of custody of submitted results

- iv. All additional information as required by the Industrial Pre-treatment Coordinator

**Table 1 City of Fargo Monitoring ^**

Sample Parameter (units)	Location	Measurement Frequency	Sample Type
BOD	001	Daily	Grab
COD	001	Daily	Grab
Ammonia	001	Weekly	Grab
TSS	001	Weekly	Grab

**Table 2 Hector International Airport**

Sample Parameter (units)	Location	Measurement Frequency	Sample Type
Flow (gpd)	002	Daily	
Temperature	002	Daily	observed
BOD	002	Weekly	Grab
COD	002	Weekly	Grab
Ammonia	002	Weekly	Grab
TSS	002	Weekly	Grab
Arsenic (mg/L)	002	Annual	Composite
Cadmium (mg/L)	002	Annual	Composite
Chromium Total (mg/L)	002	Annual	Composite
Copper (mg/L)	002	Annual	Composite
Lead (mg/L)	002	Annual	Composite
Mercury (mg/L)	002	Annual	Composite
Nickel (mg/L)	002	Annual	Composite
Selenium (mg/L)	002	Annual	Composite
Silver (mg/L)	002	Annual	Composite
Zinc (mg/L)	002	Annual	Composite
Oil & grease	002	Annual	Grab
Total toxic organic	002	Annual	Grab
pH (S.U.)	002	Annual	Grab
Temperature (ph)	002	Annual	Grab

### 2.3 Sampling Requirements for Users

Grab samples must be used for pH, cyanide, total phenols, oil and grease, temperature, sulfide, and volatile organic compounds. For all other pollutant, Composite samples must be obtained through flow-proportional composite sampling techniques.

Using protocols (including appropriate preservation) specified in 40 CFR Part 136 and appropriate EPA guidance, multiple grab samples collected during the 24-hour period may be composited in the laboratory. Composite samples for other parameters unaffected by compositing procedures as documented in approved EPA methodologies may be authorized by the Control Authority, as appropriate.

For sampling required in support of baseline monitoring and 90-day compliance reports, a minimum of four (4) grab samples must be used for PH, cyanide, total phenols, oil and grease, sulfide and volatile organic compounds for facilities for which historical sampling data does not exist; for facilities for which historical sampling data are available, the Control Authority may authorize a lower minimum. For the reports required by 40 CFR 403.12 (e) and (h), the Control Authority shall require the number of grab samples necessary to assess and assure compliance by Industrial Users with applicable Pretreatment Standards and Requirements.

All samples collected shall be representative of normal work cycles and expected pollutant discharges from the user. If a user sampled and analyzed the waste stream more frequently than what was required in its wastewater discharge permit, using methodologies in 40 CFR Part 136, it must submit all results of sampling and analysis of the discharge as part of its self-monitoring report.

Sampling and analyses shall include:

- a. The date, exact place, time, and methods of sampling or measurements, and sample preservation techniques or procedures;
- b. Who performed the sampling or measurements;
- c. The date(s) analyses were performed;
- d. Who performed the analyses;
- e. The analytical techniques or methods used; and
- f. The results of such analyses.

## **2.4 Analytical Requirements**

All pollutant analyses, including sampling techniques, shall be performed in accordance with the techniques prescribed in 40 CFR Part 136, unless otherwise specified in an applicable categorical pretreatment standard. If 40 CFR Part 136 does not contain sampling or analytical techniques for the pollutant in question, sampling and analyses must be performed in accordance with procedures approved by the EPA.

## **SECTION 3 REPORTING REQUIREMENTS**

### **3.1 Monitoring Reports**

- a. Any user that is required to have an industrial waste discharge permit and performs self-monitoring shall comply with all applicable requirements under 40 CFR 403.12 and submit to the Superintendent by May 30 and November 30 of each year unless required on other dates or more frequently by the Superintendent, a report indicating the nature of the effluent over the previous reporting period. The frequency of monitoring shall be as prescribed within this permit.
- b. The report shall include a record of the concentrations (and mass if specified in the wastewater discharge permit) of the pollutants listed in the wastewater discharge permit that were measured and a record of all flow measurements (average and maximum) taken at the designated sampling locations and shall also include any additional information required by Chapter 17 – Article 17-02 of the Fargo City Ordinances or this wastewater discharge permit. Production data shall be reported if required by the wastewater discharge permit. Both daily maximum and average concentration (or mass, where required) shall be reported. If a user sampled and analyzed more frequently than what was required by this permit, using methodologies in 40 CFR Part 136, it must submit all results of sampling and analysis of the discharge during the reporting period.
- c. Any user subject to equivalent mass or concentration limits established by the City or by unit production limits specified in the applicable categorical standards shall report production data.

- d. If the City calculated limits to factor out dilution flows or non-regulated flows, the permittee will be responsible for providing flows from the regulated process flows, dilution flows and non-regulated flows.
- e. Flows shall be reported on the basis of actual measurement, provided, however, that the City may accept reports of average and maximum flows estimated by verifiable techniques if the City determines that an actual measurement is not feasible.
- f. Discharges sampled shall be representative of the permittee's daily operations and samples shall be taken in accordance with the requirements specified in Section 4.
- g. The City may require reporting by permittees that are not required to have an industrial wastewater discharge permit if information or data is needed to establish a sewer charge, determine the treatability of the effluent, or determine any other factor which is related to the operation and maintenance of the sewer system.
- h. If the permittee monitors any pollutant more frequently than required by this permit, using test procedures prescribed in 40 CFR Part 136 or amendments thereto, or otherwise approved by EPA or as specified in this permit, the results of such monitoring shall be included in any calculations of actual daily maximum or monthly average pollutant discharge and results shall be reported in the report submitted to the Superintendent. Such increased monitoring frequency shall also be indicated in the report.

### **3.2 Non-Compliance Reporting and Automatic Resampling**

If sampling performed by a permittee indicates a violation, the permittee shall notify the Control Authority within 24 hours of becoming aware of the violation. Within five (5) days following such discharge, the Permittee shall submit a detailed written report describing the cause(s) of the discharge and the measures to be taken by the Permittee to prevent similar future occurrences. Such notification shall not relieve the Permittee of any expense, loss damage, or other liability which might be incurred as a result of damage to the POTW, natural resources, or any other damage to person or property; nor shall such notification relieve the Permittee of any fines, penalties, or other liability which may be imposed pursuant to Chapter 17 of the Fargo City Municipal Code. The permittee shall also repeat the sampling and submit the results of the repeat analysis to the Control Authority within 30 days after becoming aware of the violation

### **3.3 Spill, Slug, Accidental Discharge Report or Change in Process**

The permittee shall notify the Superintendent immediately upon the occurrence of spills prohibited by Section 17-0413 of the Fargo Municipal Code including accidental discharges, discharges of a nonroutine, episodic nature, a noncustomary batch discharge, slug loads or slug discharges that might cause potential problems for the POTW or spills that might enter the public sewer. The Superintendent should be immediately notified by telephone at 701-241-1454. The notification must include location of discharge; date and time of discharge; type of waste, including concentration and volume; and corrective actions taken. The permittee's notification of accidental releases in accordance with this section does not relieve it of other reporting requirements that arise under local, state, or federal laws.

Within 5 days following an accidental discharge, the permittee shall submit to the Superintendent a detailed written report. The report must specify the following:

- a. Description and cause of the upset, slug load, or accidental discharge; the cause thereof; and the impact on the permittee's compliance status. The description should also include location of discharge and type, concentration, and volume of waste.

- b. Duration of noncompliance, including exact dates and times of noncompliance and, if the noncompliance is continuing, the time by which compliance is reasonably expected to occur.
- c. All steps taken or to be taken to reduce, eliminate, and/or prevent recurrence of such an upset, slug load, accidental discharge, or other conditions of noncompliance.

Any permittee operating under a wastewater discharge permit incorporating equivalent mass or concentration limits shall notify the City within two (2) business days after the permittee has a reasonable basis to know that the production level will significantly change within the next calendar month. Any permittee not providing a notice of such anticipated change will be required to comply with the existing limits contained in its wastewater discharge permit.

### **3.4 Upset Notification**

An upset is an exceptional incident in which there is unintentional and temporary non-compliance with pretreatment standards because of factors beyond the reasonable control of the user. An upset does not include non-compliance caused by operational error, improperly designed treatment facilities, inadequate treatment facilities, lack of preventive maintenance, or careless or improper operation.

The permittee shall notify the Superintendent within twenty-four (24) hours of becoming aware of the upset and submit a written notification within five (5) days. This written notification must include the following:

- a. A description of the indirect discharge and cause of non-compliance,
- b. The period of non-compliance, including exact dates and times or, if not corrected, the anticipated time the non-compliance is expected to continue, and
- c. Steps being taken and/or planned to reduce, eliminate, and prevent recurrence of the non-compliance.

### **3.5 Notice to Bypass**

Bypass is prohibited, and the POTW may take an enforcement action against a user for a bypass, unless the user demonstrates:

- a. Bypass was unavoidable to prevent loss of life, personal injury, or severe property damage;
- b. There were no feasible alternatives to the bypass, such as the use of auxiliary treatment facilities, retention of untreated wastes, or maintenance during normal periods of equipment downtime. This condition is not satisfied if adequate backup equipment should have been installed in the exercise of reasonable engineering judgment to prevent a bypass which occurred during normal periods of equipment downtime or preventive maintenance; and
- c. The user submitted a Notice to Bypass to the POTW. If a user knows in advance of the need for a bypass, it shall submit a Notice to Bypass to the POTW at least ten (10) days before the date of the bypass.

A user shall submit oral notice to the POTW of an unanticipated bypass that exceeds applicable pretreatment standards within twenty-four (24) hours from the time it becomes aware of the bypass. A written submission shall also be provided within five (5) days of the time the user becomes aware of the bypass. The written submission shall contain a description of the bypass and its cause; the duration of the bypass, including exact dates and times, and, if the bypass has not been corrected, the anticipated time it is expected to continue; and steps taken or planned to reduce, eliminate, and prevent recurrence of the bypass. The POTW may waive the written report on a case by case basis if the oral report has been received within twenty-four (24) hours.



### **3.6 Notification of Discharge of Hazardous Waste**

Any user that is discharging more than 15 kilograms of hazardous wastes as defined in 40 CFR Part 261 (listed or characteristic wastes) in a calendar month or any facility discharging any amount of acutely hazardous wastes as specified in 40 CFR Part 261.30(d) and 261.33( e) is required to provide a one-time notification in writing to the city, to the EPA Regional Waste Management Division Director, and to the state of North Dakota. Any existing user exempt from this notification shall comply with the requirements contained herein within 30 days of becoming aware of a discharge of 15 kilograms of hazardous wastes in a calendar month or any discharge of acutely hazardous wastes to the city sewer system.

Such notification shall include:

- a. The name of the hazardous waste as set forth in 40 CFR Part 261.
- b. The EPA Hazardous waste number; and
- c. The type of discharge (continuous, batch, or other).

If an industrial user discharges more than 100 kilograms of such waste per calendar month to the sewer system, the notification shall also contain the following information to the extent it is known or readily available to the industrial user:

- a. An identification of the hazardous constituents contained in the wastes,
- b. An estimation of the mass and concentration of such constituents in the waste streams discharged during that calendar month, and;
- c. An estimation of the mass of constituents in the waste streams expected to be discharged during the following 12 months

### **3.7 Certification Statements**

All wastewater user reports must be signed by the authorized representative of the user. The permittee is required to sign and submit the following certification statement with all monitoring reports:

"I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to ensure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations."

By a responsible corporate officer, if the Industrial User submitting the reports is a corporation. For the purpose of this paragraph, a responsible corporate officer means:

- a. a president, secretary, treasurer, or vice-president of the corporation in charge of a principal business function, or any other person who performs similar policy- or decision-making functions for the corporation, or;
- b. the manager of one or more manufacturing, production, or operation facilities employing more than 250 persons or having gross annual sales or expenditures exceeding \$25 million (in second-quarter 1980 dollars), if authority to sign documents has been assigned or delegated to the manager in accordance with corporate procedures.



### **3.8 Report Submittal**

All reports required by this permit shall be submitted to the City of Fargo Wastewater Treatment Facility Superintendent at the following address:

Fargo Wastewater Treatment Facility  
Superintendent  
3400 N. Broadway  
Fargo, ND 58102

## **SECTION 4 GENERAL CONDITIONS**

### **4.1 Severability**

If any provision of this permit is invalidated by any court of competent jurisdiction, the remaining provisions shall not be affected and shall continue in full force and effect.

### **4.2 Duty to Comply**

The permittee shall comply with all conditions of this permit. Failure to comply with the requirements of this permit may be grounds for administrative action, or enforcement proceedings including civil or criminal penalties, injunctive relief, and summary abatements.

### **4.3 Duty to Mitigate**

The permittee shall take all reasonable steps to minimize or correct any adverse impact to the POTW or the environment resulting from noncompliance with this permit, including such accelerated or additional monitoring as necessary to determine the nature and impact of the noncomplying discharge.

### **4.4 Permit Modification**

The Superintendent may modify the wastewater discharge permit for good cause including, but not limited to, the following:

- a. To incorporate any new or revised federal, state, or local pretreatment standards or requirements;
- b. To address significant alterations or additions to the user's operation, processes, or wastewater volume or character since the time of wastewater discharge permit issuance;
- c. A change in the POTW that requires either a temporary or permanent reduction or elimination or the authorized discharge;
- d. Information indicating that the permitted discharge poses a threat to the City's POTW, personnel, or receiving waters;
- e. Violation of any terms or conditions of the wastewater discharge permit;
- f. Misrepresentations or failure to fully disclose all relevant facts in the wastewater discharge permit application or in any required report;
- g. Revision of or a grant of variance from categorical pretreatment standards pursuant to 40 CFR 403.13;

- h. To correct typographical or other errors in the wastewater discharge permit; or
- i. To reflect a transfer of the facility ownership and/or operation to a new owner/operator

#### 4.5 Permit Transfer

Wastewater discharge permits may be reassigned or transferred to a new owner and/or operator only if the permittee gives at least thirty (30) days advance notice to the Superintendent and the Superintendent approves the wastewater discharge permit transfer. The notice to the Superintendent must include a written certification by the new owner and/or operator which:

- a. States that the new owner and/or operator has no immediate intent to change the facility's operations and processes;
- b. Identifies the specific date on which the transfer is to occur; and
- c. Assumes full responsibility for complying with the existing wastewater discharge permit beginning on the date of the transfer.

Failure to provide advance notice of a transfer renders this wastewater discharge permit voidable as of the date of facility transfer.

#### 4.6 Permit Termination

This wastewater discharge permit may be revoked for, but not limited to, the following reasons:

- a. Failure to notify the Superintendent of significant changes to the wastewater prior to said change.
- b. Failure to provide prior notification to the Superintendent of changed conditions;
- c. Misrepresentation or failure to full disclose all relevant facts in the wastewater discharge permit application;
- d. Falsifying self-monitoring reports;
- e. Tampering with monitoring equipment;
- f. Refusing to allow the City timely access to the facility premises and records;
- g. Failure to meet discharge limitations;
- h. Failure to pay fines;
- i. Failure to pay sewer charges;
- j. Failure to meet compliance schedules;
- k. Failure to complete a wastewater survey or the wastewater discharge permit application;
- l. Failure to provide advance notice of the transfer of permitted facility; or
- m. If the City has to invoke its emergency provision as cited in Section 17-1106 of the Fargo Municipal Code.
- n. Violation of any pretreatment standard or requirement, or any terms of the wastewater discharge permit.

Wastewater discharge permits shall be voidable upon cessation of operations or transfer of business ownership. All wastewater discharge permits issued to a particular user are void upon the issuance of a new wastewater discharge permit to that user.

#### 4.7 Falsifying Information

Knowingly making any false statement on any report or other document required by this permit or knowingly rendering any monitoring device or method inaccurate, is a crime and may result in the imposition of criminal sanction or civil penalties or both.

#### **4.8 Publication of Users in Significant Non-compliance**

The city shall publish annually, in one or more newspaper(s) of general circulation providing meaningful public notice within the jurisdiction(s) served by the POTW, a list of the users which, during the previous twelve (12) months, were in significant non-compliance with applicable pretreatment standards and requirements.

#### **4.9 Civil and Criminal Liability**

Nothing in this permit may be construed to relieve the permittee from civil and/or criminal penalties for noncompliance. When the Superintendent finds that a user has violated or continues to violate any provision of this ordinance, a wastewater discharge permit, or order issued hereunder, or any other pretreatment standard or requirement, the Superintendent may petition the state district court or federal district court, as applicable, for the issuance of a temporary or permanent injunction, as appropriate, which restrains or compels the specific performance of the wastewater discharge permit, order, or other requirement imposed by Fargo Municipal Code on activities of the user. The city may also seek such other action as is appropriate for legal and/or equitable relief, including a requirement for the user to conduct environmental remediation. A petition for injunctive relief shall not be a bar against, or a prerequisite for, taking any other action against a user.

Pursuant to Fargo Municipal Code 17-1202:

- a. A user which has willfully or negligently violated any provision of Chapter 17 of the Fargo Municipal Code, a wastewater discharge permit, or order issued hereunder, or any other pretreatment standard or requirement shall, upon conviction, be guilty of a Class B misdemeanor, punishable by a fine of not more than \$1500, imprisonment for not more than thirty (30) days, or both said imprisonment and fine.
- b. A user which has willfully or negligently introduced any substance into the POTW which causes personal injury or property damage shall, upon conviction, be guilty of a Class B misdemeanor, punishable by a fine of not more than \$1500, imprisonment for not more than thirty (30) days, or both said imprisonment and fine. This penalty shall be in addition to any other cause of action for personal injury or property damage available under State law.
- c. A user which knowingly made any false statements, representations, or certifications in any application, record, report, plan, or other documentation filed, or required to be maintained, pursuant to this ordinance, wastewater discharge permit, or order issued hereunder, or who falsified, tampered with, or knowingly rendered inaccurate any monitoring device or method required under the Fargo Municipal Code shall, upon conviction, be guilty of a Class B misdemeanor, punishable by a fine of not more than \$1500, imprisonment for not more than thirty (30) days, or both said imprisonment and fine.

#### **4.10 Property Rights**

The issuance of this permit does not convey any property rights of any sort, or any exclusive privileges, nor does it authorize any injury to private property or any invasion of personal rights, nor any violation of Federal, State, or local laws or regulations.

#### **4.11 Duty to Provide Information**

The permittee shall furnish to the Superintendent within 30 days any information which the Superintendent may request to determine whether cause exists for modifying, revoking and reissuing, or terminating this permit, or to

determine compliance with this permit. The permittee shall also, upon request, furnish to the Superintendent within 30 days copies of any records required to be kept by this permit.

#### **4.12 Definitions**

See Fargo Municipal Code Article 17-02 Section 17-0203 - Definitions.

### **SECTION 5 OPERATION AND MAINTENANCE, INSPECTION, MONITORING AND RECORDS RETENTION**

#### **5.1 Proper Operation and Maintenance**

The permittee shall at all times properly operate and maintain all facilities and systems of treatment and control (and related appurtenances) which are installed or used by the permittee to achieve compliance with the conditions of this permit. Proper operation and maintenance includes but is not limited to: effective performance, adequate funding, adequate operator staffing and training, and adequate laboratory and process controls, including appropriate quality assurance procedures. This provision requires the operation of back-up or auxiliary facilities or similar systems only when necessary to achieve compliance with the conditions of the permit.

#### **5.2 Inspection and Sampling**

The City shall have the right to enter the facilities of any user to ascertain whether the purpose of this wastewater discharge permit or order issued hereunder is being met and whether the user is complying with all requirements thereof. Users shall allow the Superintendent ready access to all areas of the premises for the purposes of inspection, sampling, records examination and copying, and the performance of any additional duties.

- a. Where a user has security measures in force which require proper identification and clearance before entry into its premises, the User shall make necessary arrangements with its security guards so that, upon presentation of suitable identification, the Superintendent will be permitted enter without delay for the purposes of performing specific responsibilities.
- b. The Superintendent shall have the right to set up on the User's property, or require installation of, such devices as are necessary to conduct sampling and/or metering of the user's operations.
- c. Any temporary or permanent obstruction to safe and easy access to the facility to be inspected and/or sampled shall be promptly removed by the user at the written or verbal request of the Superintendent and shall not be replaced. The costs of clearing such access shall be borne by the user.
- d. Unreasonable delays in allowing the Superintendent access to the user's premises shall be a violation of this permit.

#### **5.3 Monitoring Facilities**

Each user shall provide and operate at its own expense a monitoring facility to allow inspection, sampling, and flow measurements of each sewer discharge to the City. Each monitoring facility shall be situated on the user's premises, except where other locations have been approved by the City. There shall be ample room in or near such sampling facility to allow accurate sampling and preparation of samples for analysis. The facility, including the sampling and measuring equipment, shall be maintained at all times in a safe and proper operating condition at the expense of the user. The Superintendent may require the user to install monitoring equipment as necessary at the User's expense. All monitoring facilities shall be constructed and maintained in accordance with all applicable local construction standards and specifications. All devices used to measure wastewater flow and quality shall be calibrated to ensure their accuracy.

#### **5.4 Record Keeping**

The permittee shall retain records of all monitoring information, including all calibration and maintenance records, documentation associated with Best Management Practices and all original strip chart recordings for continuous monitoring instrumentation, copies of all reports required by this permit, for a period of at least three (3) years from the date of the sample, measurement, report or application.

This period may be extended by request of the Superintendent at any time.

All records that pertain to matters that are the subject of special orders or any other enforcement or litigation activities brought by the City of Fargo shall be retained and preserved by the permittee until all enforcement activities have concluded and all periods of limitation with respect to any and all appeals have expired.

Records of sampling and analyses shall include:

- a. The date, exact place, time, and methods of sampling or measurements, and sample preservation techniques or procedures;
- b. Who performed the sampling or measurements;
- c. The date(s) analyses were performed;
- d. Who performed the analyses;
- e. The analytical techniques or methods used;
- f. The results of such analyses including documentation associated with Best Management Practices.

**EASEMENT**  
**(Temporary Pipeline Construction Easement)**

**KNOW ALL MEN BY THESE PRESENTS** that the **CITY OF FARGO, CASS COUNTY, NORTH DAKOTA**, a municipal corporation, hereinafter referred to as "Grantor", for and in consideration of the sum of One Dollar and other valuable consideration (\$1.00), to it in hand paid the receipt whereof is hereby acknowledged, **HEREBY GRANTS UNTO THE MUNICIPAL AIRPORT AUTHORITY OF THE CITY OF FARGO**, a municipal airport authority, its successors and assigns, hereinafter referred to as "Grantee", a temporary construction easement over, upon and in land hereinafter described for the purpose of pipeline construction and activities appurtenant thereto, said land being more fully described, to-wit:

The South 300.00 feet of the East 300.00 feet of the Southwest Quarter of Section 11, Township 140 North, Range 49 West of the Fifth Principal Meridian, Cass County, North Dakota, **EXCEPTING** the South 33.00 feet thereof.

Containing 1.84 acres, more or less and as described on **Exhibit 1**.

Grantor, its successors and assigns, hereby covenants to and with Grantee that Grantee's officers, contractors, agents and employees may at any and all times, when necessary or convenient to do so, go over and upon said above-described 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, its successors and assigns, further agrees that it will not disturb, injure, molest or in any manner interfere with said parcel to be used for the storage of dirt and all other construction activities 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 parcel so

as to interfere in any manner with the said parcel to be used for the storage of dirt and all other construction activities during the construction phase of said project, provided that Grantee, at its own expense, shall refill any excavation it makes and level the ground thereafter, leaving the premises in as good condition as it was prior to the time of storage of dirt and all other construction activities was begun.

This easement shall terminate at the completion of construction of the project, or on December 31, 2025, whichever occurs later.

(Signatures on following page.)

**IN WITNESS WHEREOF**, Grantor set its hand and caused this instrument to be executed  
this \_\_\_\_ day of \_\_\_\_\_, 2025.

GRANTOR:

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

By: Dr. Timothy Mahoney, Mayor

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

On this \_\_\_\_ day of \_\_\_\_\_, 2025, before me, a notary public in and for said county and state, personally appeared Dr. Timothy Mahoney, to me known to be the mayor of the **City of Fargo**, described in and who executed the within and foregoing instrument, and acknowledged to me that he executed the same.

(SEAL)

Notary Public

County,

The legal description was prepared by:  
Mead and Hunt  
2505 University Dr. N.  
Fargo, ND 58102  
701-566-6450

This document was prepared by:  
Ian R. McLean  
Assistant City Attorney  
10 Roberts Street N.  
Fargo, ND 58102  
701-232-8957  
imclean@serklandlaw.com

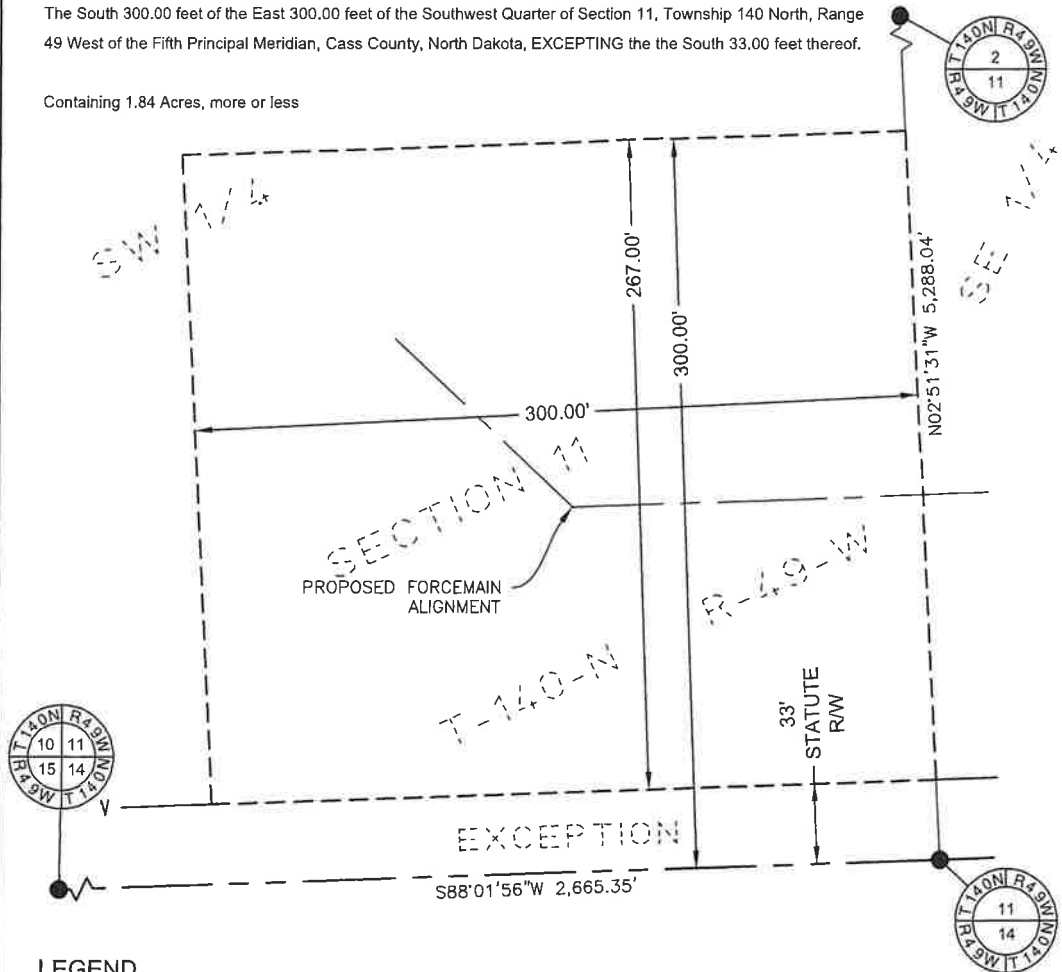


# EASEMENT EXHIBIT

## DESCRIPTION

The South 300.00 feet of the East 300.00 feet of the Southwest Quarter of Section 11, Township 140 North, Range 49 West of the Fifth Principal Meridian, Cass County, North Dakota, EXCEPTING the the South 33.00 feet thereof.

Containing 1.84 Acres, more or less



## LEGEND

- Found Monument
- New Easement Line
- Quarter Section Line
- Section Line
- ROW --- Right Of Way Line

## CERTIFICATION

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

JASON NESS, PLS

REG. NO. LS-6884 DATE: 8-29-2025



0 60 120

**Mead  
& Hunt**

2505 University Dr. N.  
Fargo, ND 58102  
Phone: 701-566-6450  
meadhunt.com

Drawn By: JN  
Checked By: JN  
Approved By: JN

HECTOR INTERNATIONAL AIRPORT  
PART OF THE SE 1/4  
SEC. 11, T-140-N, R-49-W  
CASS COUNTY, NORTH DAKOTA

M&H NO.: 2796100-211944.01 DATE: 08-29-2025  
DWG NAME: 211994 COF lagoon... .DWG SHEETS: 1 OF 1