Fargo City Commission Agenda

Tuesday, May 26, 2026 **4:30 PM** **Commission Chambers**

Executive Session at 4:30 p.m.

Roll Call.

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

Regular Meeting at 5:00 p.m.

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

A. Pledge of Allegiance.

B. Roll Call.

C. Approve Order of Agenda.

D. Minutes (Regular Meeting, May 11, 2026).

CONSENT AGENDA – APPROVE THE FOLLOWING:

1. Receive and file an Ordinance Amending Section 21.1-0102 of Article 21.1-01 of Chapter 21.1 of the Fargo Municipal Code Relating to the International Residential Code. **23-4477**

   Attachments: Ordinance Amending Table R301.2 of the IRC.pdf

2. Waive requirement to receive and file an Ordinance one week prior to 1st reading and 1st reading of an Ordinance Amending Ordinance No. 5536 Pertaining to Zoning of EOLA Second Addition and J & O 45th Street Apartments Addition to the City of Fargo, Cass County, North Dakota. **23-4476**

   Attachments: Ordinance Amending No 5336 of EOLA Seond Add and J & O St Apartment Add.pdf

3. Settlement Agreement with Dan Wahl concerning the Dangerous Building located at 1544 3rd Avenue South. **23-4485**

   Attachments: Ltr to CC encl Settlement Agreement.pdf

4. Site Authorizations for Games of Chance. **23-4470**

Attachments: Site Authorizations 5.26.26

5. Applications for Games of Chance. **23-4469**

Attachments: Games of Chance

6. Documented CatEx and Section 4(f)/6(f) for the Red River Bridge Replacement at 12th Avenue (Project No. QR-25-B0). **23-4465**

Attachments: QR-25-B0 CatEx

7. Crossing Surface Installation Agreement with BNSF Railway Company (Project No. RR-26-A1). **23-4464**

Attachments: RR-26-A1 BNSF Agreement

8. Bridge Maintenance Agreement with the City of Moorhead, the Park District of the City of Fargo and Clay County for the Red River Bridge. **23-4463**

Attachments: Red River Bridge Maintenance Agreement

9. Power Occupancy Agreement with TKE Fraternity for the property located at 1131 14th Street North. **23-4462**

Attachments: Power Occupancy Agreement - TKE Fraternity

10. Bid award to Key Contracting, Inc. in the amount of $390,845.00 for Project No. UR-26-A1. **23-4466**

Attachments: UR-26-A1 Award Letter

11. Bid awards for Project No. NR-26-C2: **23-4473**
a. Key Contracting, Inc. in the amount of $571,947.00 (general construction contract).
b. JDP Electric, Inc. in the amount of $38,919.00 (electrical construction contract).

Attachments: NR-26-C Award Letter

12. Memorandum of Offer to Landowner for Easement (Temporary Construction Easement) with Jean Pich, Trenton Pic-Armbrust and Vance Pic-Armbrust (Improvement District No. BR-26-G1). **23-4471**

Attachments: BR-26-G1 Memo Offer to Landowner - Jean, Trenton & Vance

13. Create Improvement District No. UR-26-G and adopt Resolution of Necessity (Sanitary Sewer Lining). **23-4475**

Attachments: UR-26-G1 Job Packet

14. Contract and bond for Improvement District No. PR-26-E. **23-4468**

Attachments: PR-26-E1

15. Items from FAHR Meeting: **23-4484**
a. Receive and file General Fund - Budget to Actual through 4/30/26.
b. Receive and file Sales Tax Revenue - Accrual Basis.
c. Amendment with Tyler Technologies, Inc. to provide DHD software until 12/31/26.
d. Bid award to HS GovTech in the amount of $95,460.00 and related budget adjustment (RFP26033).
e. Purchase of Service Agreement with Northern Cass Public School District.
f. Sidewalk repair and replacement at the FARGODOME in the amount of $82,000.00 and related budget adjustment (Project No. SR-26-A1).
g. Interfund Loan Agreement between Funds 226 and 227 and related budget adjustments for the purchase of land for the development of a Fire training facility (EX26186).

Attachments: DOC052126

16. Resolution approving Plat of Selkirk Place Fifth Addition. **23-4478**

Attachments: 05-26-2026 Selkirk Place Fifth Addition (minor subdivision)

17. Resolution approving Plat of Bowers Second Addition. **23-4482**

Attachments: 05-26-2026 Bowers Second Addition (minor subdivision)

18. Resolution approving Plat of Simonson Companies Fifth Addition. **23-4488**

Attachments: 05-26-2026 Simonson Companies Fifth Addition (minor subdivision)

19. Bid award to Fargo Freightliner in the amount of $233,000.00 for the purchase of one rear load refuse truck (RFP26177). **23-4460**

Attachments: Rear load refuse Truck RFP26177

20. Services Agreement - Sidewalk Snow and Ice Removal Services City Owned Properties with Valley Green & Associates for the 2026/2027 snow season (RFP22139). **23-4459**

Attachments: RFP22139 Packet

21. Services Agreement - Sidewalk Snow and Ice Removal Services Code Enforcement with Turf Tamers LLC and Valley Green & Associates for the 2026/2027 snow season (RFP22129). **23-4458**

Attachments: RFP22129 Packet

22. Bid award to Precision Dirtworks, LLC in the amount of $556,065.00 for Project No. WA2512. **23-4472**

Attachments: Bid award to Precision Dirtworks, LLC in the amount of $556,065.00 for Project No. WA2512.

23. Bills. **23-4467**

Sponsors: City Commission

REGULAR AGENDA:

PUBLIC HEARINGS - 5:05 pm:

24. PUBLIC HEARING - CONTINUE to 6/22/26 - Application for a Class "W" Alcoholic Beverage License for Polished Nail Spa, Inc. d/b/a Polished Nail Spa to be located at 4265 45th Street South #129. **23-4491**

Sponsors: City Commission

25. PUBLIC HEARING - CONTINUE to 6/22/26 - Application for a Class "Y" Alcoholic Beverage License for BCKM Enterprises d/b/a North Brewing to be located at 3105 North Broadway #7. **23-4492**

Sponsors: City Commission

26. PUBLIC HEARING - Application filed by Fargo HRA Low Income Housing for a payment in lieu of tax exemption (PILOT) for a project located at 1711 25th Avenue South which the applicant will use for a 65-unit low income, multi-family residential apartment building. **23-4383**

Attachments: HRA
HRA (2)

27. PUBLIC HEARING - Application filed by Najaxa Software LLC for a property tax exemption for a project located at 201 5th Street North which the applicant will use for a technology services and software development company. **23-4461**

Sponsors: City Commission

Attachments: Najaxa Software LLC
Najaxa Software LLC (2)

28. PUBLIC HEARING - Community Development Block Grant (CDBG) and HOME Investment Partnership (HOME) Programs, 2026 HUD Action Plan and Budget, and Amendments to the 2025 Action Plan and Citizen Participation Plan. **23-4487**

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Attachments: 2026.05.26 City Commission Public Hearing Packet - HUD CDBG & HOME

29. PUBLIC HEARING - Plat of Lake Agassiz Addition (417 and 501 Main Avenue); approval recommended by the Planning Commission on 5/5/26. **23-4481**

Attachments: 05-26-2026 Lake Agassiz Addition (major subdivision)

30. PUBLIC HEARING - Lost Creek First Addition (6685 57th Street South and 5120 64th Avenue South); approval recommended by the Planning Commission on 5/5/26: **23-4486**
a. Zoning Change from AG, Agricultural to SR-4, Single-Dwelling Residential, SR-5, Single-Dwelling Residential, MR-3, Multi-Dwelling Residential with a C-O, Conditional Overlay and P/I, Public and Institutional.
b. 1st reading of rezoning Ordinance.
c. Plat of Lost Creek First Addition.

Attachments: 05-26-2026 Lost Creek First Addition (major subdivision and zone change)

30b. 1st reading of an Ordinance Rezoning Certain Parcels of Land Lying in Lost Creek First Addition to the City of Fargo, Cass County, North Dakota. **23-4474**

Attachments: Ordinance-Lost Creek First Addition.pdf

31. Receive Due Diligence Report for the top-two ranked finalists of the Convention Center Project, discussion on next steps, and selection and approval of the top-ranking Convention Center Project. **23-4489**

Sponsors: City Commission

Attachments: Due Diligence

32. Recommendation to allow City Staff and the City Attorney's Office to engage in conversations with North Dakota State University, Fargo-Moorhead Baseball, Inc. and any other related parties on the future operations of the Newman Outdoor Field. **23-4483**

Sponsors: City Commission

Attachments: Newman Outdoor Field

33. Recommendation to allow City Staff and the City Attorney's Office to engage in conversations with the Fargo-Moorhead Science Museum on the potential use of the Mid America Steel Site at 92 and 106 NP Avenue North. **23-4490**

Sponsors: City Commission

Attachments: Mid America Steel Site

34. Liaison Commissioner Assignment Updates.

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

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

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

THE CITY OF Fargo FAR MORE

OFFICE OF THE CITY ATTORNEY

CITY ATTORNEY
Ian R. McLean

SERKLAND LAW FIRM
10 Roberts Street North
Fargo, ND 58102
Phone: 701.232.8957 | Fax: 701.237.4049

ASSISTANT CITY ATTORNEYS
Nancy J. Morris ▪ Alissa R. Farol Czapiewski
William B. Wischer ▪ Kasey D. McNary ▪ Elijah P. Hartsell

May 21, 2026

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

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

Dear Mayor and Commissioners,

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

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

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

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

Sincerely,

Alissa R. Farol Czapiewski
Assistant City Attorney

Enclosure

cc: Shawn Ouradnik, Inspections Department

OFFICE OF THE CITY ATTORNEY
FARGO, NORTH DAKOTA

ORDINANCE NO. _____

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

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.

Table R301.2 in Section 21.1-0102 of Article 21.1-01 of Chapter 21.1 of the Fargo Municipal Code is hereby deleted in its entirety and replaced to read as follows:

OFFICE OF THE CITY ATTORNEY
FARGO, NORTH DAKOTA

ORDINANCE NO. _____

TABLE R301.2
CLIMATIC AND GEOGRAPHIC DESIGN CRITERIA

GROUND SNOW LOAD[o]	WIND DESIGN				SEISMIC DESIGN CATEGORY[f]	SUBJECT TO DAMAGE FROM			ICE BARRIER UNDERLAYMENT REQUIRED[h]	FLOOD HAZARDS[g]	AIR FREEZING INDEX[i]	MEAN ANNUAL TEMP[j]
	Speed[d] (mph)	Topographic effects[k]	Special wind region[l]	Windborne debris zone[m]		Weathering[a]	Frost line depth[b]	Termite[c]				
44	111	No	No	No	Zone A	Severe	4.5'	None	Yes	1978	4000	41.5

MANUAL J DESIGN CRITERIA[n]						
Elevation	Altitude correction factor[e]	Coincident wet bulb	Indoor winter design relative humidity	Indoor winter design dry-bulb temperature	Outdoor winter design dry-bulb temperature	Heating temperature difference
899	None	70	30%	70	-15	85
Latitude	Daily range	Summer design gains	Indoor summer design relative humidity	Indoor summer design dry-bulb temperature	Outdoor summer design dry-bulb temperature	Cooling temperature difference
47	M	20	50%	75	88	13

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

Section 2. Penalty.

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

Section 3. Effective Date.

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

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

(SEAL)

Attest:

First Reading:
Second Reading:
Final Passage:
Publication:

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

THE CITY OF Fargo FAR MORE

OFFICE OF THE CITY ATTORNEY

CITY ATTORNEY
Ian R. McLean

SERKLAND LAW FIRM
10 Roberts Street North
Fargo, ND 58102
Phone: 701.232.8957 | Fax: 701.237.4049

ASSISTANT CITY ATTORNEYS
Nancy J. Morris ▪ Alissa R. Farol Czapiewski
William B. Wischer ▪ Kasey D. McNary ▪ Elijah P. Hartsell

May 21, 2026

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

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

Dear Commissioners,

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

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

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

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

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

Sincerely,

Alissa R. Farol Czapiewski
Assistant City Attorney

Enclosure

cc: Maegin Elshaug, Planning & Development Department

OFFICE OF THE CITY ATTORNEY
FARGO, NORTH DAKOTA

ORDINANCE NO. _____

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

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

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

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

NOW, THEREFORE,

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

Section 1. Amendment.

Residential Density.

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

* * * *

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

OFFICE OF THE CITY ATTORNEY
FARGO, NORTH DAKOTA

ORDINANCE NO. _____

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

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

(SEAL)

Attest:

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

First Reading:
Second Reading:
Final Passage:

THE CITY OF Fargo FAR MORE

OFFICE OF THE CITY ATTORNEY

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May 21, 2026

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

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

Dear Mayor and Commissioners,

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

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

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

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

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

Sincerely,

Alissa R. Farol Czapiewski
Assistant City Attorney

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

SETTLEMENT AGREEMENT

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

Recitals

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

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

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

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

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

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

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

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

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

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

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

Agreement

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

A. Has carefully read and fully understands all the provisions of this Agreement and has agreed to accept all the terms contained herein without any pressure or coercion by City.

B. Has consulted with his attorney prior to executing this Agreement.

C. Knowingly and voluntarily agrees to all terms set forth in this Agreement.

D. Represents and acknowledges that in executing this Agreement he does not rely upon and has not relied upon any representation or statement made by City or its agents, attorneys, or representatives regarding the subject matter, basis, or effect of this Stipulation or otherwise, other than those specifically stated in this written Stipulation.

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

Dated this 21 day of May, 2026.

PLAINTIFF DAN WAHL

Dan Wahl

Dated this _____ day of May, 2026.

DEFENDANT CITY OF FARGO

Timothy J. Mahoney, M.D., Mayor

(SEAL)

Attest:

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

THE CITY OF Fargo FAR MORE

OFFICE OF THE CITY ATTORNEY

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

CITY ATTORNEY
Nancy J. Morris

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

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

(3)

December 4, 2025

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

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

Dear Commissioners,

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

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

Sincerely,

Alissa R. Farol Czapiewski
Assistant City Attorney

Enclosure

cc: Shawn Ouradnik, Inspections Department

EXHIBIT A
09-2026-CV-02430

FINDINGS OF FACT, CONCLUSIONS AND ORDER

of the

BOARD OF CITY COMMISSIONERS

OF THE CITY OF FARGO

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

Property Owner: Daniel Wahl

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

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

FINDINGS OF FACT

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

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

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

(hereinafter "Subject Property").

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

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

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

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

5. That the following conditions exist concerning Subject Property:

   a. The building is unsafe, fails to provide the amenities essential to decent living, and is unfit for human habitation; and

   b. The building is unsafe or dangerous to the health, moral safety, or general welfare of the people of the City of Fargo.

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

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

CONCLUSIONS AND ORDER

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

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

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

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

DATED this 8 day of December, 2025.

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

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

ATTEST:

_____
Angie Bear, Deputy City Auditor

NOTICE OF ENTRY OF ORDER

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

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

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

DATED this 8 day of December, 2025.

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

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

ATTEST:

Angie Bear
Angie Bear, Deputy City Auditor

THE CITY OF Fargo FAR MORE

OFFICE OF THE CITY ATTORNEY

SERKLAND LAW FIRM
10 Roberts Street North
Fargo, ND 58102
Phone: 701.232.8957 | Fax: 701.237.4049

CITY ATTORNEY
Ian R. McLean

ASSISTANT CITY ATTORNEYS
Nancy J. Morris ▪ Alissa R. Farol Czapiewski
William B. Wischer ▪ Kasey D. McNary ▪ Elijah P. Hartsell

APPROVED BY THE BOARD
OF CITY COMMISSIONERS
3-2-26

④

February 26, 2026

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

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

Dear Commissioners,

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

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

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

Sincerely,

Alissa R. Farol Czapiewski
Assistant City Attorney

Enclosure

cc: Shawn Ouradnik, Inspections Department

AMENDMENT TO
THE FINDINGS OF FACT, CONCLUSIONS AND ORDER

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

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

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

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

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

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

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

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

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

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

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

be completed on or before March 27, 2026.

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

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

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

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

(*Remainder of Page Intentionally Blank*)

DATED this 17 day of February, 2026.

PROPERTY OWNER

By _____
Daniel Wahl

DATED this _____ day of March, 2026.

CITY OF FARGO,
a North Dakota municipal corporation

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

ATTEST:

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

EXHIBIT 1

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

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

Property Owner: Daniel Wahl

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

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

FINDINGS OF FACT

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

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

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

(hereinafter "Subject Property").

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

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

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

5. That the following conditions exist concerning Subject Property:

   a. The building is unsafe, fails to provide the amenities essential to decent living, and is unfit for human habitation; and

   b. The building is unsafe or dangerous to the health, moral safety, or general welfare of the people of the City of Fargo.

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

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

EXHIBIT 1

CONCLUSIONS AND ORDER

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

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

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

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

DATED this 8 day of December, 2025.

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

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

ATTEST:

_____
Angie Bear, Deputy City Auditor

EXHIBIT 1

NOTICE OF ENTRY OF ORDER

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

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

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

DATED this 9 day of December, 2025.

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

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

ATTEST:

_____
Angie Bear, Deputy City Auditor

THE CITY OF Fargo FAR MORE
AUDITOR'S OFFICE

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

MEMORANDUM

TO: BOARD OF CITY COMMISSIONERS

FROM: AUDITOR'S OFFICE

DATE: MAY 26 , 2026

SUBJECT: GAMING SITE AUTHORIZATIONS

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

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

GAMING SITE AUTHORIZATION

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

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

Full, Legal Name of Gaming Organization
American Gold Gymnastics

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

Name of Location			
The Box			
Street **1025 38th St SW**	City **Fargo**	ZIP Code **58103**	County **Cass**
Beginning Date(s) Authorized **7/1/25**	Ending Date(s) Authorized **6/30/26**	Number of Twenty-One tables, if zero, enter "0" **2**	

Specific location where games of chance will be conducted and played at the site **(required)**
Games played in entire bar, excluding restrooms.

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

RESTRICTIONS FOR CITY/COUNTY USE ONLY

The organization **must** provide the City/County a list of game types included in their Internal Control Manual and have the manual available upon request. The manual must throughly 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)**

[X] Bingo	[ ] Club Special	[ ] Sports Pools
[ ] **ELECTRONIC** Quick Shot Bingo	[ ] Tip Board	[X] Twenty-One
[X] Raffles	[ ] Seal Board	[ ] Poker
[ ] **ELECTRONIC** 50/50 Raffle	[ ] Punchboard	[ ] Calcuttas
[X] Pull Tab Jar	[ ] Prize Board	[ ] Paddlewheel with Tickets
[ ] Pull Tab Dispensing Device	[ ] Prize Board Dispensing Device	[ ] Paddlewheel Table
[X] **ELECTRONIC** Pull Tab Device		

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

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

APPROVALS

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

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

INSTRUCTIONS:

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

RETURN ALL DOCUMENTS TO:

Office of Attorney General
Licensing Section
600 E Boulevard Ave, Dept. 125
Bismarck, ND 58505-0040

GAMING SITE AUTHORIZATION

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

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

Full, Legal Name of Gaming Organization
Fargo Angels Hockey

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

Name of Location			
Bulldog Tap			
Street	City	ZIP Code	County
4265 45th Street S, Unit 165	**Fargo**	**58104**	**Cass**
Beginning Date(s) Authorized	Ending Date(s) Authorized		Number of Twenty-One tables, if zero, enter "0"
7/1/2026	**6/30/2027**		**2**

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

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

RESTRICTIONS FOR CITY/COUNTY USE ONLY

The organization **must** provide the City/County a list of game types included in their Internal Control Manual and have the manual available upon request. The manual must throughly 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)**

[X] Bingo	[ ] Club Special	[ ] Sports Pools
[ ] **ELECTRONIC** Quick Shot Bingo	[ ] Tip Board	[X] Twenty-One
[X] Raffles	[ ] Seal Board	[ ] Poker
[ ] **ELECTRONIC** 50/50 Raffle	[ ] Punchboard	[ ] Calcuttas
[X] Pull Tab Jar	[ ] Prize Board	[ ] Paddlewheel with Tickets
[ ] Pull Tab Dispensing Device	[ ] Prize Board Dispensing Device	[ ] Paddlewheel Table
[X] **ELECTRONIC** Pull Tab Device		

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

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

APPROVALS

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

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

INSTRUCTIONS:

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

RETURN ALL DOCUMENTS TO:

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

GAMING SITE AUTHORIZATION

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

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

Full, Legal Name of Gaming Organization
Fargo Youth Hockey Association

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

Name of Location			
Office headquarters			
Street	City	ZIP Code	County
3955 40th Ave S, Suite A	**Fargo**	**58104**	**Cass**
Beginning Date(s) Authorized	Ending Date(s) Authorized		Number of Twenty-One tables, if zero, enter "0"
07/01/2026	**06/30/2027**		**0**

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

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

RESTRICTIONS FOR CITY/COUNTY USE ONLY

The organization **must** provide the City/County a list of game types included in their Internal Control Manual and have the manual available upon request. The manual must throughly 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**
	5/26/26

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

INSTRUCTIONS:

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

RETURN ALL DOCUMENTS TO:

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

GAMING SITE AUTHORIZATION

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

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

Full, Legal Name of Gaming Organization
FARGO YOUTH HOCKEY ASSOCIATION

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

Name of Location
BUFFALO WILD WINGS

Street	City	ZIP Code	County
1515 19TH AVE N.	FARGO	58102	CASS

Beginning Date(s) Authorized	Ending Date(s) Authorized	Number of Twenty-One tables, if zero, enter "0"
07/01/26	06/30/27	0

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

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

RESTRICTIONS FOR CITY/COUNTY USE ONLY

The organization **must** provide the City/County a list of game types included in their Internal Control Manual and have the manual available upon request. The manual must throughly 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
	5/26/26

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

INSTRUCTIONS:

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

RETURN ALL DOCUMENTS TO:

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

GAMING SITE AUTHORIZATION

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

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

Full, Legal Name of Gaming Organization
FARGO YOUTH HOCKEY ASSOCIATION

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

Name of Location
BOSS' CHICKEN & PIZZA

Street	City	ZIP Code	County
228 BROADWAY N	FARGO	58102	CASS

Beginning Date(s) Authorized	Ending Date(s) Authorized	Number of Twenty-One tables, if zero, enter "0"
07/01/26	06/30/27	1

Specific location where games of chance will be conducted and played at the site **(required)**
ENTRANCE & DOWNSTAIRS GAMING AREA + BAR

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

RESTRICTIONS FOR CITY/COUNTY USE ONLY

The organization **must** provide the City/County a list of game types included in their Internal Control Manual and have the manual available upon request. The manual must throughly 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
	5/26/26

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

INSTRUCTIONS:

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

RETURN ALL DOCUMENTS TO:

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

GAMING SITE AUTHORIZATION

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

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

Full, Legal Name of Gaming Organization
FARGO YOUTH HOCKEY ASSOCIATION

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

Name of Location
BREWHALLA - DREIKER BREWING

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

Beginning Date(s) Authorized	Ending Date(s) Authorized	Number of Twenty-One tables, if zero, enter "0"
07/01/26	06/30/27	0

Specific location where games of chance will be conducted and played at the site **(required)**
4 ETAB MACHINES ON 2ND FLOOR, 4 ETAB MACHINES IN TAPROOM. ONE DISPENSING DEVICE NEAR EACH 4 MACHINE

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

RESTRICTIONS FOR CITY/COUNTY USE ONLY

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

☐ 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)

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APPROVALS

Attorney General	Date

Signature of City/County Official	Date
	5/26/26

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

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GAMING SITE AUTHORIZATION

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

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

Full, Legal Name of Gaming Organization
FARGO YOUTH HOCKEY ASSOCIATION

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

Name of Location
BUFFALO WILD WINGS

Street	City	ZIP Code	County
1501 42ND ST SW	FARGO	58103	CASS

Beginning Date(s) Authorized	Ending Date(s) Authorized	Number of Twenty-One tables, if zero, enter "0"
07/01/26	06/30/27	Ø

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

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

RESTRICTIONS FOR CITY/COUNTY USE ONLY

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

☐ 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
	5/26/26

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

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

GAMING SITE AUTHORIZATION

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

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

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

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

Name of Location			
Southtown Pourhouse			
Street	City	ZIP Code	County
4281 45th St S, Ste 104	**Fargo**	**ND**	**Cass**
Beginning Date(s) Authorized	Ending Date(s) Authorized	Number of Twenty-One tables, if zero, enter "0"	
7/1/2026	**06/30/2027**	**2**	

Specific location where games of chance will be conducted and played at the site (**required**)
East Area of the bar, games can be played in the entire bar (excluding restrooms)

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

RESTRICTIONS FOR CITY/COUNTY USE ONLY

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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)

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APPROVALS

Attorney General	Date
Signature of City/County Official	**Date**
	5/27/26

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

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GAMING SITE AUTHORIZATION

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

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

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

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

Name of Location
North Dakota Horse Park

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

Beginning Date(s) Authorized	Ending Date(s) Authorized	Number of Twenty-One tables, if zero, enter "0"
07/01/26	**06/30/27**	**0**

Specific location where games of chance will be conducted and played at the site **(required)**
Games may be conducted and played in all public areas, excluding bathrooms

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

RESTRICTIONS FOR CITY/COUNTY USE ONLY

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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
	5/26/26

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

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600 E Boulevard Ave, Dept. 125
Bismarck, ND 58505-0040
Telephone: 701-328-2329 OR 800-326-9240

GAMING SITE AUTHORIZATION

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

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

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

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

Name of Location
Newman Outdoor Field

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

Beginning Date(s) Authorized	Ending Date(s) Authorized	Number of Twenty-One tables, if zero, enter "0"
07/01/26	**06/30/27**	**0**

Specific location where games of chance will be conducted and played at the site (**required**)
Raffle will be conducted and played in all public areas, excluding bathrooms

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

RESTRICTIONS FOR CITY/COUNTY USE ONLY

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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)

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APPROVALS

Attorney General	Date

Signature of City/County Official	Date
	5/26/26

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

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GAMING SITE AUTHORIZATION

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

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

Full, Legal Name of Gaming Organization
Northern Prairie Performing Arts

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

Name of Location
The Old Broadway

Street	City	ZIP Code	County
22 Broadway N	**Fargo**	**58102**	**Cass**

Beginning Date(s) Authorized	Ending Date(s) Authorized	Number of Twenty-One tables, if zero, enter "0"
07/01/2026	**06/30/2027**	**1**

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

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

RESTRICTIONS FOR CITY/COUNTY USE ONLY

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

[X] Bingo	[ ] Club Special	[ ] Sports Pools
[ ] **ELECTRONIC** Quick Shot Bingo	[ ] Tip Board	[X] Twenty-One
[X] Raffles	[ ] Seal Board	[X] Poker
[ ] **ELECTRONIC** 50/50 Raffle	[ ] Punchboard	[ ] Calcuttas
[X] Pull Tab Jar	[ ] Prize Board	[ ] Paddlewheel with Tickets
[ ] Pull Tab Dispensing Device	[ ] Prize Board Dispensing Device	[ ] Paddlewheel Table
[X] **ELECTRONIC** Pull Tab Device		

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

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APPROVALS

Attorney General	Date

Signature of City/County Official	Date
	5/26/26

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

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

THE CITY OF Fargo FAR MORE
AUDITOR'S OFFICE

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

MEMORANDUM

TO: BOARD OF CITY COMMISSIONERS

FROM: AUDITOR'S OFFICE

DATE: MAY 26, 2026

SUBJECT: GAMES OF CHANCE APPLICATIONS

Please find attached the Applications for Games of Chance.

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

APPLICATION FOR A LOCAL PERMIT OR RESTRICTED EVENT PERMIT

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

Applying for *(check one)*

☒ Local Permit ☐ Restricted Event Permit*

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

SITE INFO

Site Name		County	
CHI Friendship		**Cass**	
Site Physical Address	City	State	ZIP Code
801 Page Drive	**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.)*

one time raffle drawing on 10/9/26

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

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

ADDITIONAL REQUIRED INFORMATION

Intended Uses of Gaming Proceeds

To purchase Christmas gifts for people with disabilities who are supported by Friendship.

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

☐ Yes ☒ No

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

☐ Yes ☒ No

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

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

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

☐ Yes ☒ No

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

CHI FRIENDSHIP
2026 OKTOBERFEST RAFFLE PRIZES

1st Prize: $500 Visa Gift Card

2nd Prize: $500 Visa Gift Card

3rd Prize: $250 Visa Gift Card

4th Prize: $250 Visa Gift Card

5th Prize: $100 Visa Gift Card

6th Prize: $100 Visa Gift Card

7th Prize: $100 Visa Gift Card

8th Prize: $100 Visa Gift Card

9th Prize: $100 Visa Gift Card

10th Prize: $100 Visa Gift Card

11th Prize: $50 Visa Gift Card

12th Prize: $50 Visa Gift Card

13th Prize: $50 Visa Gift Card

14th Prize: $50 Visa Gift Card

15th Prize: $50 Visa Gift Card

16th Prize: $50 Visa Gift Card

17th Prize: $50 Visa Gift Card

18th Prize: $50 Visa Gift Card

19th Prize: $50 Visa Gift Card

20th Prize: $50 Visa Gift Card

APPLICATION FOR A LOCAL PERMIT OR RESTRICTED EVENT PERMIT

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

Applying for *(check one)*

☒ Local Permit ☐ Restricted Event Permit*

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

SITE INFO

Site Name		County	
Holiday Inn		Cass	
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.)*

June 8-9, 2026

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

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

ADDITIONAL REQUIRED INFORMATION

Intended Uses of Gaming Proceeds

Scholarships for college students pursuing the CPA Credential

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

☐ Yes ☒ No

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

☐ Yes ☒ No

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

☐ No ☒ Yes - Total Retail Value: 1369.32 (This amount is part of the total prize limit for $50,000 per fiscal year)

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

☐ Yes ☒ No

Printed Name of Organization Group's Permit Organizer	Telephone Number	E-mail Address	
Sherre Sattler	701-775-7111	ssattler@ndcpas.org	
Signature of Organization Group's Permit Organizer	**Title**		**Date**
Sherre Sattler	Executive Director		5/12/2026

APPLICATION FOR A LOCAL PERMIT OR RESTRICTED EVENT PERMIT

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

Applying for *(check one)*

☒ Local Permit ☐ Restricted Event Permit*

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

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

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

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

ORGANIZATION INFO

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

SITE INFO

Site Name			County
El Zagel Shrine Temple			**Cass**
Site Physical Address	City	State	ZIP Code
1439 3rd St N	**Fargo**	**ND**	**58102**

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

Sept 10 2026 Annual event one day

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

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

ADDITIONAL REQUIRED INFORMATION

Intended Uses of Gaming Proceeds
FUNDS are used to FUND Provost Guard Community Activities & OPERATIONS

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

☐ Yes ☒ No

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

☐ Yes ☒ No

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

☐ No ☒ Yes - Total Retail Value: **1,000.00** (This amount is part of the total prize limit for $50,000 per fiscal year)

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

☐ Yes ☒ No

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

APPLICATION FOR A LOCAL PERMIT OR RESTRICTED EVENT PERMIT

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

Applying for *(check one)*

☒ Local Permit ☐ Restricted Event Permit*

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

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

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

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

ORGANIZATION INFO

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

SITE INFO

Site Name		County	
Touchmark at Harwood Groves		**Cass**	
Site Physical Address	City	State	ZIP Code
1200 Harwood Dr S	**Fargo**	**ND**	**58104**

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

9/14, 9/21, 9/28, 10/5, 10/12, 10/19, 10-26, 11/2, 11/9, 11/16, 11/23, 11/30, 12/7, 12/14, 12/21, 12/28 and 1/4/27

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

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

ADDITIONAL REQUIRED INFORMATION

Intended Uses of Gaming Proceeds
Philanthropic

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

☐ Yes ☒ No

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

☐ Yes ☒ No

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

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

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

☐ Yes ☒ No

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

REPORT OF ACTION

PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

Project No.: QR-25-B0 Type: CatEx

Location: 12th Ave N & Red River Date of Hearing: 5/18/2026

Routing	Date
City Commission	5/26/2026
PWPEC File	X
Project File	Eric Hodgson

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

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

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

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

PROJECT FINANCING INFORMATION:
Recommended source of funding for project: 2022 RAISE Grant

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

COMMITTEE	Present	Yes	No	Unanimous
				☑
Tim Mahoney, Mayor	☑	☑	☐	
Nicole Crutchfield, Director of Planning	☑	☑	☐	
Gary Lorenz, Fire Chief	☑	☑	☐	
Brenda Derrig, City Administrator	☐	☐	☐	
Ben Dow, Director of Operations	☑	☑	☐	
Tom Knakmuhs, City Engineer	☑	☑	☐	
Susan Thompson, Finance Director	☑	☑	☐	

ATTEST:

Tom Knakmuhs, P.E.
City Engineer

THE CITY OF Fargo FAR MORE

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

Memorandum

To: Members of PWPEC

From: Eric Hodgson, Civil Engineer II

Date: May 18, 2026

Re: Project No. QR-25-B0 - Decision Document for Reconstruction
12th Avenue North Bridge over the Red River

Background

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

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

Alternatives:

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

This alternative and option moved forward in the NEPA document.

Recommended Motion

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

EBH/klb

Attachments:
- Environmental Document – Cat Ex

DRAFT DOCUMENTED CATEX AND SECTION 4(f)/6(f) EVALUATION

BRIDGE REPLACEMENT

Project No.

City of Fargo Project No. QR-25-B0

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

Prepared by

City of Fargo

https://fargond.gov/

MAYOR
Dr. Tim Mahoney

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

April 2026

23 USC § 407
NDDOT Reserves All Objections

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

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

CERTIFICATION

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

PRELIMINARY

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Supporting Documents

Public Involvement Report, November 2025
Aquatic Resources Delineation Report, July 2025
Noise Report, March 2026
Traffic Operations Report, September 2025
Cultural Resources Reports:
- MN Phase I Archeological report, PENDING
- MN Phase I Architectural/Visual report, PENDING
- ND Class III report: January 2026; Addendum March 2026

Geotechnical Evaluation Report, PENDING
Hydraulic Analysis & Scour Analysis, PENDING
Decision Document, January 2026

A. Project Description

Roadway: 12th Avenue North Fargo, ND & 15th Avenue North Moorhead, MN
Limits: West of the Elm Street/12th Avenue N intersection to east of Bridgeview Street/15th Avenue North intersection

Figure 1 – Project Location Map

Table 1 – Traffic Data

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

B. Project Schedule

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

C. Purpose of Project

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

D. Need for Project

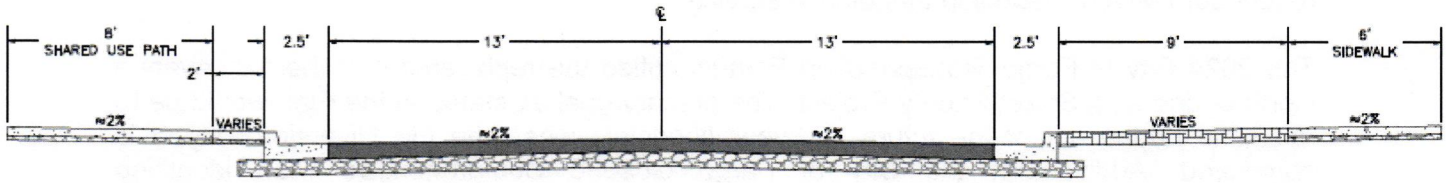
The need for the project is driven by operational deficiencies of the bridge in times of high-water events in which the river crossing needs to be closed. Currently, the bridge is operationally impacted during less than 10-year flood events on the Red River. Deficiencies within the project limits also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

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

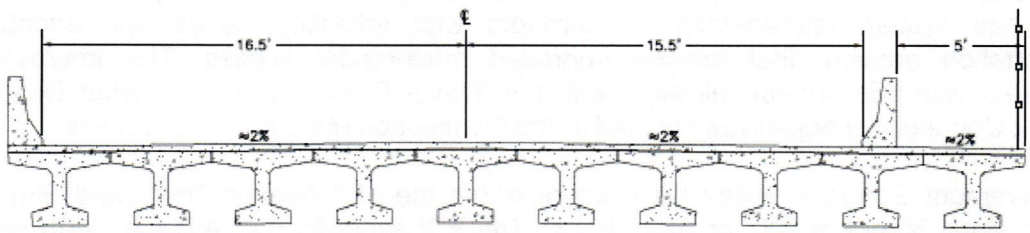
The existing structure, National Bridge Inventory Structure No. FRGO31 (MN Bridge 14523), is an approximately 500-foot-long prestressed concrete bulb tee bridge that was built in 1987-1988. It is 40 feet wide and consists of two driving lanes, concrete curbs/barriers, metal railings, guardrail, a pedestrian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

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

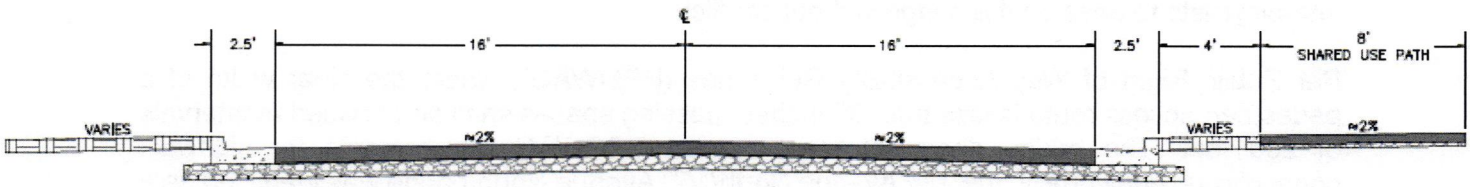
15th Avenue North in Moorhead is a two-lane, urban collector roadway, with asphalt surfacing and a width of 37 feet, pavement marking, curb and gutter, and storm sewer. A physically separated shared-use path (as designated by the Metro COG Bike Map) is present on the south side of the roadway. On-street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



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



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



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

Figure 2 - Existing Typical Sections (Looking East)

Deficiencies:

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

The 2024 City of Fargo Transportation Plan identified the replacement of the 12th Avenue North bridge as a Street Priority Project. The primary goal as stated in the Plan would be to raise the bridge out of the future 100-year floodplain when the FM Diversion Project is completed. Additionally, the City of Fargo Go2030 Comprehensive Plan identified transportation linkage initiatives across the Red River and the Fargo-Moorhead Metropolitan Council of Governments (Metro COG) has included the project in its Fargo-Moorhead Metropolitan Transportation Plan[1]. Because of the Metro's growing size, the Metro COG is now classified as a Transportation Management Area (TMA). With that designation, the Metro COG has developed a Congestion Management Process that is included in the Metropolitan Transportation Plan. The Congestion Management Process indicates a support for improving safety and system management in corridors with reliability issues and encouraging transportation projects that provide improved multi-modal access. The improvements associated with this project will align with the Travel Reliability, Peak Period Delay, and Network Connectivity objectives outlined in the Congestion Management Process.

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

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

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

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

E. Scope of Work

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

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

F. Description of Alternatives

a. Alternative A: No Build

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

b. Alternative B: Build Alternative

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

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

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

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

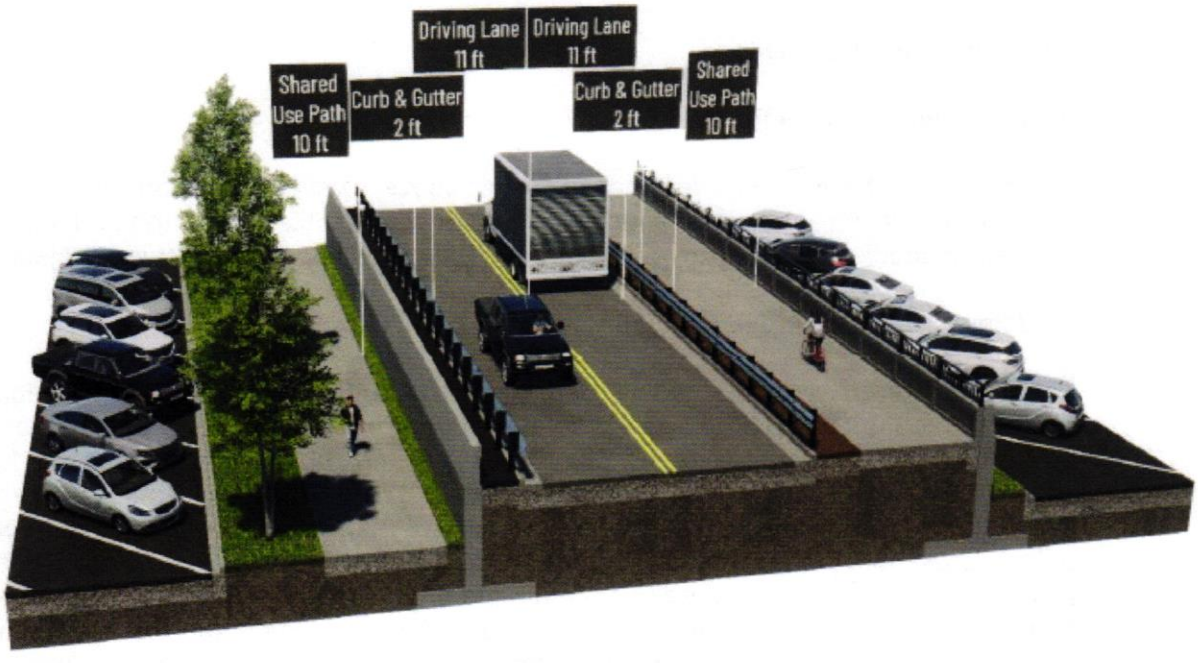

Figure 3a – Alternative B Proposed Typical Section – City of Fargo 12th Avenue North (Looking East)

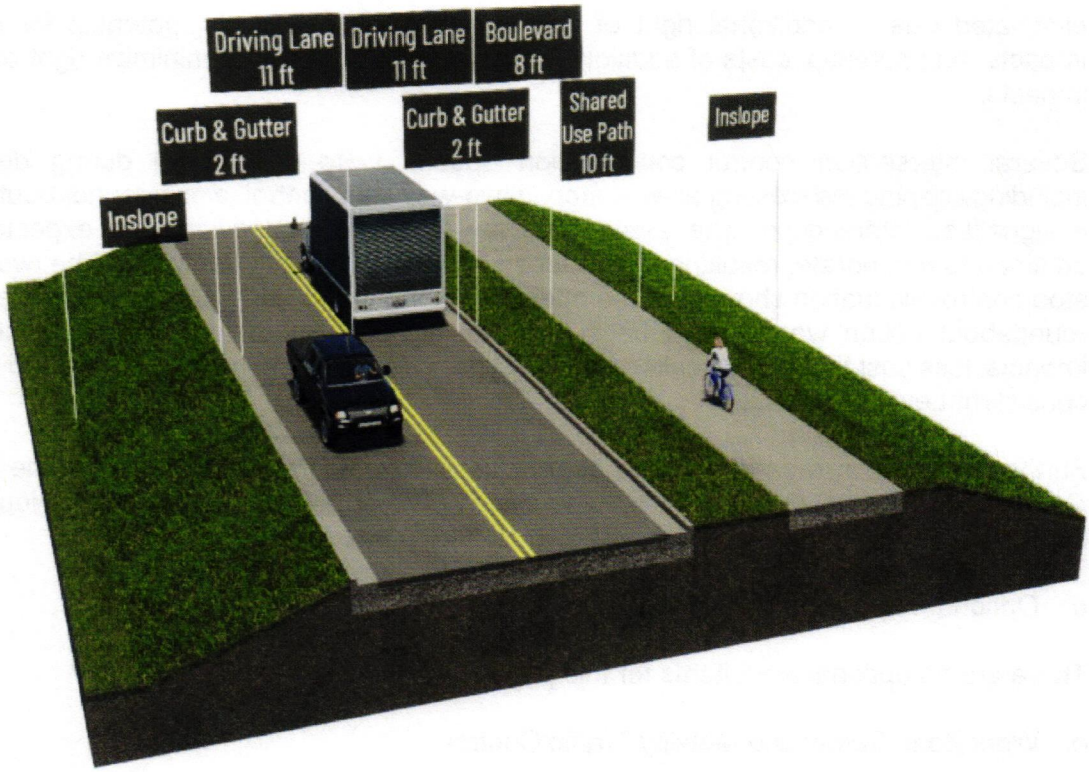

Figure 3b – Alternative B Proposed Typical Section – City of Moorhead 15th Avenue North (Looking East

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

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

c. Alternatives and Options Considered but Discarded

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

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

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

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

d. Optional Work Items

There are no optional work items for this project.

e. Work Zone Safety and Mobility Traffic Control

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

f. Maintenance Responsibility Discussion

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

g. Summary of Engineering Issues

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

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

- Most of the project area is located within a floodplain or floodway Zone AE. A no-rise determination will be obtained during final design. A hydraulic analysis has been completed. Refer to the *Hydraulic Analysis & Scour Analysis* (Houston, 2026).

- The Fargo Marathon occurs annually in late May. The route occurs along Oak Street North, just one block west of the project. Coordination with the Race Director would be necessary prior to the event, as parts of 12th Avenue North near the project, as well as parts of the planned detour route, are closed during the event.

- Baseball games at Jack Williams stadium occur during the summer season when American Legion Post 2 hosts games. Several annual tournaments are also held at the stadium. According to 2025 schedules, games and/or tournaments were held from June 5 to August 2. Coordination with the Fargo Park District is recommended prior to construction start to identify events and reduce impacts.

- Construction near the Red River presents several unique challenges due to poor soil conditions. Due to the height of fill required to raise the roadway east of the Red River, long-term settlement of the roadway is a concern. Settlement mitigation solutions are incorporated into the project. Refer to the *Geotechnical Evaluation Report* (Houston, 2026).

h. Summary of Environmental Issues

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

- Floodplain/Floodway
  The project is in Special Flood Hazard Areas designated as Floodplain Zone AE and Floodway Zone AE. Non-building floodplain permits will be required from the City of Fargo and the City of Moorhead (local floodplain administrators). A floodway review and authorization will be required from the North Dakota Department of Water Resources. See ***Appendix H***.

- Aquatic Resources
  A field aquatic resources delineation was completed for the project in June 2025, and one wetland was identified in the MN side of the project and one other water (the Red River of the North) were delineated. No wetlands were identified within the ND side of the project. Unavoidable temporary and permanent impacts to the aquatic resources include 0.059 acres of permanent impacts to wetlands and 0.729 acres of temporary impacts (0.027 acres of wetland and 0.702 acres of other waters). Impacts will require Clean Water Act Section 404 & Rivers and Harbors Act Section 10 permits from the USACE Omaha and St Paul District, Minnesota Wetland Conservation Act permit, and Minnesota Department of Natural Resources (MnDNR) Public Waters Work Permit. A Wetland Conservation Act Decision for impacts and mitigation would be obtained from the Wetland Conservation Act (WCA) Local Government Unit (LGU) for the wetland

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

- Fish and Aquatic Organisms
  The project would maintain existing stream beds to facilitate movements of fish and aquatic organisms. MnDNR Public Waters Work Permit commitments require an unobstructed opening be maintained in the river throughout construction and demolition activities to maintain fish/aquatic organism movement and normal river flow. No stream diversion/bypass would occur. To minimize impacts on fisheries, work would not occur within the Red River from March 15 to June 15, per MnDNR. To minimize the risk of introducing aquatic nuisance species (ANS), the contractor would be required to adhere to the NDGFD ANS rules and Minnesota invasive species statutes and regulations at Chapter 84D – Invasive Species and Minnesota Rule 6216 – Invasive Species.

- Threatened and Endangered Species
  Federally-listed Species: The United States Fish and Wildlife Service (USFWS) Information for Planning and Consultation (IPaC) tool identified the monarch butterfly (proposed threatened), Suckley's cuckoo bumble bee (proposed endangered), and western regal fritillary (proposed threatened) as potentially occurring within the project area. Ground and vegetation disturbing activities are not expected to appreciably diminish the quality or extent of available suitable habitat within the project's Action Area. The proposed action is not anticipated to jeopardize the continued existence of the proposed-listed species. See ***Appendix C***.

  State-listed Species: The MnDNR maintains a list of state-listed endangered species. A MnDNR State Endangered Species Review was completed through a Natural Heritage Review, where the black sandshell (species of special concern) and lake sturgeon (species of special concern) were identified as occurring in the Red River in the vicinity of the project. Both species are vulnerable to deterioration of water quality. Erosion prevention and sediment control, and containment measures for other debris and pollutants, will be implemented to ensure minimal effects to water quality. Additionally, as bat species can be found throughout Minnesota, the MnDNR recommends tree removals be avoided from June 1 through August 15[2] to avoid the pup rearing season. Per coordination with the MnDNR, a commitment will be added that if the project has not been initiated within one year of the Natural Heritage review, an updated review must be submitted.

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

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

- Migratory birds
  There is potential that migratory bird nests could occur in areas associated with the bridge. NDDOT Standard Special Provision 2 Federal Migratory Bird Treaty Act would be included in the project plans.

- Vegetation
  - Tree impacts – Approximately 0.73 acres of trees are anticipated to be removed, including 0.32 acres in Fargo and 0.41 in Moorhead. Trees with a diameter of 4" and larger will be replaced at a 2:1 ratio per the City of Fargo tree replacement policy. The City of Moorhead does not have a tree mitigation policy; therefore, the City of Fargo policy will be used for tree mitigation on both sides of the river. All tree removals will be marked and measured prior to removal. Per MnDNR, trees in Moorhead will not be removed from June 1 to August 15 to avoid the pup rearing season of Minnesota bat species.

- Sovereign Lands – The project crosses the Red River of the North, which the State of ND considers to be part of its sovereign waters program. A permit application (Authorization to Construct a Project Within Sovereign Lands of North Dakota) will be required through the North Dakota Department of Water Resources.

- Public Waters – The project crosses the Red River of the North, a public water in the State of Minnesota. A permit application (Public Waters Work Permit) will be required through the MnDNR Permitting and Reporting System (MPARS).

- MS4 – The City of Fargo and the City of Moorhead are designated as a Municipal Separate Storm Sewer Systems (MS4) and are currently authorized under permit numbers NDR04-0000 and MNR040000 to discharge stormwater to the Red River of the North. Stormwater discharges are generated by runoff from land and impervious surface areas, such as paved streets, parking lots, and building rooftops, during rainfall and snow events. Final design will account for stormwater management and include drainage features that will meet City of Fargo and City of Moorhead MS4 regulations.

- Airports – The project is located approximately 2 miles southeast of the Hector International Airport property. The project is not anticipated to include construction or alterations 200 feet above ground level, nor is the proposed work anticipated to exceed the slope ratios listed in Code of Federal Regulations (CFR) Title 14 Part 77.9. A commitment will be added to the project plans requiring the contractor to notify the Federal Aviation Administration through their online system prior to construction.

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

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

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

- Polychlorinated Biphenyls (PCBs) – Coordination with the ND Department of Environmental Quality indicated PCBs may be present if the project requires removal of electrical equipment older than 1980. A commitment will be added to the plans that any material potentially containing PCBs must be handled, stored, and disposed of in accordance with state requirements at a facility permitted to handle hazardous waste.

- Wildlife Accommodations – On both sides of the proposed bridge, there would be a wide surface underneath the bridge consisting of both earthen material and riprap close to the riverbank for wildlife to use. Riprap placed in the river channel would be placed in a manner to allow natural substrates to develop, facilitating fish and aquatic organisms movement. No additional wildlife accommodations are proposed. See ***Appendix D***.

- Cultural Resources
  Due to the project occurring within two states, consultation under Section 106 is required for both states. In North Dakota, a Class III Cultural Resources Inventory Report was completed in January 2026, and concurrence with a 'No Historic Properties Affected' from the North Dakota State Historic Preservation Office (ND SHPO) was received on March 4, 2026. An addendum report was submitted and concurrence received on April 2, 2026.

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

- Section 4(f)
  There are several potential Section 4(f) properties within the project area that would be impacted and were evaluated for Section 4(f).
  - City of Moorhead Open Space Property
    - The City of Moorhead open space property on the north site of 15th Avenue was determined not to be a Section 4(f) property. A Section 4(f) Applicability Determination was completed and the City of Moorhead determined that the property is not a park, does not function as a park, and is mostly unused by the public. FHWA concurred with this determination.

  - City of Moorhead 15th Avenue North and Bridgeview Street Shared Use Path
    - The Shared Use Path along 15th Avenue North and Bridgeview Shared Use Path would be relocated to the north along the new bridge and roadway alignment. The existing path would be reclaimed following construction. Impacts to this resource are anticipated to fall under the exception to the requirements of Section 4(f) under 23 CFR

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

- Fargo Mickelson/Tricorn Bike Path
  - The existing Fargo Mickelson/Tricorn Bike Path would be realigned upslope underneath the proposed bridge to cross at a higher elevation, improving the accessibility of the path during high water conditions. Approximately 10 to 15 feet of vertical clearance would be maintained due to the new bridge being built at a higher elevation.

- Jack Williams Stadium Park
  - Jack Williams Stadium impacts would include relocating the parking lot entrance from 12th Ave North to Elm Street North to avoid future traffic operation impacts. Parking reconfiguration to parking lots both north and south of 12th Avenue North would be required. The north parking lot would be expanded in the northeast corner to accommodate parking. Ultimately, parking spaces between the two lots would be the maintained or increased compared to the current configuration. Traffic flow would be altered in both parking lots compared to current traffic operations. The addition of an ADA-compliant route from the shared use path to the main entrance of the stadium is also included, benefiting the Fargo Park District properties by improving accessibility to the stadium from the parking lots and shared use paths.

- Impacts to the Fargo Mickelson/Tricorn Bike Path, Jack Williams Stadium Park, and Trefoil park are anticipated to be considered a temporary occupancy. Impacts to the shared use path at 15th Avenue North and Bridgeview Street are anticipated to fall under the exception identified at 23 CFR 774.13(f)(3) for *trails, paths, bikeways, and sidewalks that occupy a transportation facility right-of-way*. Coordination is being completed with the Fargo Parks District and with the City of Moorhead. Please see ***Appendix F*** for documentation pertaining to the Section 4(f) evaluation.

- Section 6(f)
  In North Dakota, Land and Water Conservation funds are administered by the North Dakota Parks and Recreation Department (NDPRD). According to the NDPRD solicitation of views response letter, a LWCF property named the Fargo Boat/Canoe Access (Site No. 38-01127) is present. The boundaries of this property include the Jack Williams Stadium. The property would be temporarily impacted by the project during construction. However, the project would not result in a permanent conversion of the property to non-recreational use and no permanent right of way would be acquired. It is anticipated the project would have a positive impact on recreation resources in the area. Coordination with NDPRD is located in ***Appendix G***.

- Traffic Noise
  - Due to the vertical alteration of the proposed bridge, the project qualifies as a Type 1 project. A Traffic Noise analysis was completed in accordance with 23 CFR Part 772 Procedures for Abatement of Highway Traffic Noise and Construction Noise. Results from the noise analysis indicated that no noise mitigation is required.

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

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

Table 2 - Right of Way Summary

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

Table 3 – Summary of Estimated Costs

Alternatives	Cost
Alternative A	$ 0
Alternative B	$ 26.4 million

G. Comments from the Documented CATEX

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

H. Public Concerns / Need for Public Input

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

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

Table 4 – Summary of Comments/Responses

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

Table 5 – Comparison of Alternatives

Alternative	Advantages	Disadvantages
Alternative A	• No direct environmental impacts. • No project costs.	• Does not meet the purpose and need for the project, including: • Existing bridge operationally impacted during less than 10-year floods. • Continued deficiencies within the project limits.
Alternative B	• Meets purpose and need for the project, including: • Provides continuous, year-round connection between Fargo and Moorhead, including during up to 100-year floods. • Addresses deficiencies within the project limits.	• Potential erosion and sedimentation. Temporary ground disturbance • Project cost. • 0.059 acres permanent wetland impacts • 0.73 acres of tree removals • Section 4(f) & 6(f) impacts

Table 6 – Recommendations

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

I. City Decisions

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

_____ Yes

_____ No

2. Which alternative should proceed with the project?

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

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

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

_____ _____

Dr. Tim Mahoney, City of Fargo Mayor Date

_____ _____

Shelly Carlson, City of Moorhead Mayor Date

II. Environmental Impact Checklist

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

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

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

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

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

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

APPENDICES

Appendix A
Solicitation of Views

FARGO 12TH AVE / MOORHEAD 15TH AVE SOV LIST

Type	Letter	Notes	CTitle	First	Last	Title	Department	Agency	Email	Address	City	State	Zip	Phone
STATE	1		Mr.	Brad	Hawk	Executive Director		Indian Affairs Commission	bhawk@nd.gov	600 E. Blvd. Ave.1st Floor, Judicial	Bismarck	ND	58505-0300	
STATE		To be sent by the MN State Aid Environmental Review process	Ms.	Shannon	Geshick	Executive Director		Indian Affairs Council	shannon.geshick@state.mn.us	161 St. Anthony Ave, Ste 919	St. Paul	MN	55103	
State		To be sent by the MN State Aid Environmental Review process	Ms.	Amy	Spong	MN SHPO		MN State Historic Preservation Office		50 Sherburne Avenue	St. Paul	MN	55155	
STATE		ND SHPO Request for Concurrence Form to be sent separately.	Dr.	William	Peterson	ND SHPO	Archaeology & Historic Preservation Divisic	ND State Historic Preservation Office		612 East Boulevard Avenue	Bismarck	ND	58505	
STATE	1		MG	Alan	Dohrmann	Adjutant General		ND National Guard	alan.s.dohrmann.mil@army.mil	PO Box 5511	Bismarck	ND	58506-5511	701-333-2065
STATE	1		Mr.	Justin	Messner	Disaster Recovery Chief	Department of Homeland Security	ND Department of Emergency Services	jmessner@nd.gov	PO Box 5511	Bismarck	ND	58506	701-328-8107
STATE	1		Mr.	Buce	Kreft	Supervisor	Conservation Section	ND Game & Fish Department	bkreft@nd.gov	100 Bismarck Expressway	Bismarck	ND	58501-5095	701-328-6224
STATE		To be sent by the MN State Aid Environmental Review process	Mr.	Owen	Baird	Regional Environmental Assessment Ec	Region 1 (Northwest Region)	MN Department of Natural Resources	owen.baird@state.mn.us	1601 Minnesota Drive	Brainerd	MN	56401	
STATE		To be sent by the MN State Aid Environmental Review process	Ms.	Kelly	Straka	Director	Fish and Wildlife Division	MN Department of Natural Resources	Kelly.straka@state.mn.us					
STATE	1		Ms.	Jill	Townley	Environmental Review Unit Supervisor	Ecological and Water Resources	MN Department of Natural Resources	jill.townley@state.mn.us					
STATE	1		Mr.	Cody	Schulz	Director		ND Parks & Recreation Dept.	parkrec@nd.gov	1600 E. Century Ave., Suite 3	Bismarck	ND	58503-0649	701-328-5357
STATE	1		Mr.	Ben	Bergey	Regional Director	State Parks and Trails Division	MN Department of Natural Resources	Ben.Bergey@state.mn.us					
STATE	1					Soil Conservation Program Director and	NDSU Extension	Soil Conservation Committee	ndsu.sscc@ndsu.edu	NDSU Dept. 7390, PO Box 6050	Fargo	ND	58108-6050	701-231-1861
REGIONAL	1		Mr.	Matthew	Schlauderaff	Watershed Specialist		Buffalo Red River Watershed District	mschlauderaff@brrwd.org	1303 4th Avenue NE	Barnesville	MN	56514	218-789-3100
STATE	1		Mr.	John	Jaschke	Executive Director		MN Board of Water and Soil Resources	john.jaschke@state.mn.us	520 Lafayette Road North	St. Paul	MN	55155	
STATE	1		Ms.	Katrina	Kessler	Commissioner		MN Pollution Control Agency	donya.dawson@state.mn.us	520 Lafayette Road N	St. Paul	MN	55155	
STATE	4		Mr.	David	Glatt	Director		ND Department of Environmental Quality	dglatt@nd.gov	4201 Normandy St.	Bismarck	ND	58503-1324	701-328-5150
STATE	6					Project Reviews		Department of Water Resources	dwrprojectreview@nd.gov	900 E. Blvd. Ave.	Bismarck	ND	58505-0850	701-328-4940
FEDERAL	1		Mr.	Timothy	LaPointe	Regional Director	Great Plains Regional Office	Bureau of Indian Affairs	timothy.lapointe@bia.gov	115 4th Ave. SE, Suite 400	Aberdeen	SD	57401	
FEDERAL	1		Ms.	Tammie	Poitra	Regional Director	Midwest Regional Office	Bureau of Indian Affairs	tammie.poitra@bia.gov	5600 W. American Blvd., Suite 500	Bloomington	MN	55437	
FEDERAL	1		Mr.	Marc	Kress	North Dakota Maintenance Manager	Western Area Power Admin.	US Department of Energy	Kress@wapa.gov	PO Box 1173	Bismarck	ND	58502-1173	
FEDERAL	7		Ms.	Marissa	Kirby		Valley City Wetland Management District	US Fish & Wildlife Service	Marissa_Kirby@fws.gov	11515 River Road	Valley City	ND	58072	
FEDERAL	7		Mr.	Ryan	Frohling	Project Leader	Detroit Lakes Wetland Management Distric	US Fish & Wildlife Service	ryan_frohling@fws.gov	1732 North Tower Road	Detroit Lakes	MN	56501	
FEDERAL		To be sent by the MN State Aid Environmental Review process	Mr.	Rob	Tawes	Field Supervisor	Minnesota-Wisconsin Ecological Services I	US Fish & Wildlife Service	TwinCities@fws.gov	3818 American Blvd East	Bloomington	MN	55425	
TRANSIT	1		Ms.	Julie	Bommelman	Transit Administrator		Fargo Metro Area Transit	jbommelman@cityoffargo.com	650 23rd St N	Fargo	ND	58102	701-730-8778
TRANSIT	1		Ms.	Kerri	Spiering	Interim Director		Handi-Wheels Transportation	kerri.spiering@gmail.com	2525 Broadway N #002	Fargo	ND	58102	701-232-3231
TRANSIT	1		Mr.	Cem	Onbasi	Accountant		Jefferson Lines	Conbasi@jeffersonlines.com	2100 East 26th St	Minneapolis	MN	58404	612-359-3408
TRANSIT	1		Mr.	Paul	Grindeland	Director		Valley Senior Services	Pgrindeland@valleyseniors.org	PO Box 2217	Fargo	ND	58108	701-293-1440
STATE	1		Mr.	Edward	Murphy	State Geologist		ND Geological Survey	emurphy@nd.gov	600 E. Blvd. Ave.	Bismarck	ND	58505-0840	701-328-8000
ADVOCACY	8		Advocacy	Group	Contacts				mcanderson@nd.gov; cmarkel@nd.gov youth@pathfinder-nd.org rgustafson@nd.gov arcdirector@arccassnd.org mregner@nd.gov bruehl@nd.gov bourdonmark@yahoo.com angieb@freedomrc.org Christine@riverkeepers.org aaron@gncycles.com fargodna@gmail.com					
FEDERAL	1		Mr.	Ben	Soiseth	Manager	ND Regulatory Office	US Army Corps of Engineers	CENWO-OD-RND@usace.army.mil	3319 University Drive	Bismarck	ND	58504	
FEDERAL	1		Mr.	Joel	Galloway	Supervisor	Water Resources Division	US Geological Survey	jgallowa@usgs.gov	821 E. Interstate Ave.	Bismarck	ND	58501	
CITY	1		Dr.	Tim	Mahoney	Mayor		City of Fargo	tmahoney@fargond.gov	225 4th St N	Fargo	ND	58102	
CITY	1		Ms	Denise	Kolpack	Deputy Mayor		City of Fargo	dkolpack@fargond.gov	225 4th St N	Fargo	ND	58102	
CITY	1		Mr.	Dave	Piepkorn	Commissionner		City of Fargo	dpiepkorn@fargond.gov	225 4th St N	Fargo	ND	58102	
CITY	1		Ms.	Michelle	Turnberg	Commissionner		City of Fargo	mturnberg@fargond.gov	225 4th St N	Fargo	ND	58102	
CITY	1		Mr.	John	Strand	Commissionner		City of Fargo	jstrand@fargond.gov	225 4th St N	Fargo	ND	58102	
CITY	1		Mr.	Michael	Redlinger	City Administrator		City of Fargo	mredlinger@fargond.gov	225 4th St N	Fargo	ND	58102	
CITY	1						Engineering Department	City of Fargo	feng@fargond.gov	225 4th St N	Fargo	ND	58102	
CITY	1		Mr.	David	Zibolski	Police Chief	Police Department	City of Fargo	dzibolski@fargond.gov	105 25 Street N	Fargo	ND	58102	
CITY	1		Ms.	Susan	Faus	Executive Director	Fargo Park District	City of Fargo	sfaus@fargoparks.com	6100 38th Street S	Fargo	ND	58104	
CITY	1		Mr.	Steven	Dirksen	Fire Chief	Fire Department	City of Fargo	sdirksen@fargond.gov	637 NP Avenue	Fargo	ND	58102	
CITY	1		Mr.	Scott	Liudahl	City Forester	Forestry Department	City of Fargo	sliudahl@fargond.gov	2401 3rd Avenue N	Fargo	ND	58102	
CITY	1		Ms.	Vicki	Dawson	President	Park Board	City of Fargo	Vicki.Dawson@fargoparks.com	6100 38th Street S	Fargo	ND	58104	
CITY	1		Ms.	Nicole	Crutchfield	Director	Planning & Development Department	City of Fargo	ncrutchfield@fargond.gov	225 4th St N	Fargo	ND	58102	
CITY	1		Mr.	Ben	Dow	Director of Operations	Public Works Department	City of Fargo	bdow@fargond.gov	2401 3rd Avenue N	Fargo	ND	58102	
CITY	1		Dr.	Cory	Steiner	Superintendent	Administration	Fargo Public Schools	steinec@fargo.k12.nd.us	700 7th Street South	Fargo	ND	58103	
CITY	1		Ms.	Shelly	Carlson	Mayor	City Council	City of Moorhead	Shelly.carlson@moorheadmn.gov	403 Center Avenue	Moorhead	MN	56561	
CITY	1		Mr.	Ryan	Nelson	Council Member	City Council	City of Moorhead	Ryan.w.nelson@moorheadmn.gov	403 Center Avenue	Moorhead	MN	56561	
CITY	1		Ms.	Nicole	Mattson	Council Member	City Council	City of Moorhead	Nicole.mattson@moorheadmn.gov	403 Center Avenue	Moorhead	MN	56562	
CITY	1		Mr	Chris	Helmick	Police Chief	Police Department	City of Moorhead	Chris.helmick@moorheadmn.gov	911 11 St N	Moorhead	MN	56560	
CITY	1		Mr.	Sean	Brandenburg	Recreation Director	Parks and Recreation	City of Moorhead	Sean.brandenburg@moorheadmn.gov	1300 15th Avenue N	Moorhead	MN	56560	
CITY	1		Mr	Bob	Zimmerman	Engineering Director	Engineering Department	City of Moorhead	bob.zimmerman@moorheadmn.gov	403 Center Avenue	Moorhead	MN	56560	
CITY	1			Jeff	Wallin	Fire Chief	Fire Department	City of Moorhead	Jeff.wallin@moorheadmn.gov	111 12 Street N	Moorhead	MN	56560	
CITY	1		Ms.	Kristie	Leshovsky	Director	Community Development	City of Moorhead	kristie.leshovsky@moorheadmn.gov	403 Center Avenue	Moorhead	MN	56560	
CITY	1		Mr.	Paul	Fiechtner	Public Works Director	Public Works	City of Moorhead	Paul.fiechtner@moorheadmn.gov	1300 15th Avenue N	Moorhead	MN	56560	
CITY	1		Dr.	Brandon	Lunak	Superintendent		Moorhead School District	blunak@moorheadschools.org	1313 30th Avenue S	Moorhead	MN	56560	
COUNTY	1		Mr.	Tim	Flakoll	Commissioner District 1	Cass County Commission	Cass County	flakoll@casscountynd.gov	211 9th Street South	Fargo	ND	58103	
COUNTY	1		Mr.	Robert	Wilson	Administrator	Cass County Administration	Cass County	wilsonro@casscountynd.gov	211 9th Street South	Fargo	ND	58103	
COUNTY	1		Mr.	Kyle	Litchy	County Engineer	Cass County Highway	Cass County	LitchyK@casscountynd.gov	1201 Main Avenue W	West Fargo	ND	58078	
COUNTY	1		Mr.	Kevin	Kassenborg	District Manager	Soil and Water Conservation District	Clay County	kevin.kassenborg@clay.mnswcd.org	1615 30th Avenue S	Moorhead	MN	56560	
COUNTY	1		Mr.	Kevin	Campbell	District 4 Commissioner	County Commission	Clay County	Kevin.Campbell@claycountymn.gov					
COUNTY	1		Mr.	Justin	Sorum	County Engineer	Clay Highway Department	Clay County	justin.sorum@claycountymn.gov	2951 41 1/2 Street S	Moorhead	MN	56560	
COUNTY	1		Mr.	Stephen	Larson	County Administrator	Administration	Clay County	Steve.Larson@claycountymn.gov	3510 12th Avenue S	Moorhead	MN	56560	
STATE	1		Mr.	Aaron	Murra	District Engineer	North Dakota Department of Transportation	State of North Dakota	amurra@nd.gov	503 38th Street South	Fargo	ND	58103	
STATE	1		Mr.	Nathan	Gannon	District State Aid Engineer - D4	Minnesota Department of Transportation	State of Minnesota	nathan.gannon@state.mn.us	1000 Highway 10 West	Detoit Lakes	MN	56501	
STATE	1		Mr.	Kyle	Wanner	Director		ND Aeronautics Commission	kcwanner@nd.gov	PO Box 5020	Bismarck	ND	58502-5020	
FEDERAL	1	Recipients without email addresses listed will be sent hard copies in the mail to the address listed				Commander	Eighth Coast Guard Dist.	US Coast Guard		1222 Spruce Street	St. Louis	MO	63103-2832	
FEDERAL	1	Recipients without email addresses listed will be sent hard copies in the mail to the address listed				Commander	Ninth District	US Coast Guard		1240 E 9th St	Cleveland	OH	44199	
FEDERAL	1		Mr.	Dave	Anderson	Manager	Bismarck Airports District Office	Federal Aviation Administration	david.p.anderson@faa.gov	2301 University Drive, Bldg 23B	Bismarck	ND	58504	
FEDERAL	1		Mr.	Nathan	Wallerstedt	Chief, Project Management & Developm	St. Paul District	US Army Corps of Engineers	Nathan.H.Wallerstedt@usace.army.mil	180 5th St. E., Ste 700	St. Paul	MN	55101-1678	
REGIONAL	1		Ms.	Amber	Metz	Executive Director		Lake Agassiz Regional Council (Region 5)	info@lakeagassiz.com	417 Main Avenue	Fargo	ND	58103	

FARGO 12TH AVE / MOORHEAD 15TH AVE SOV LIST

Type	Letter	Notes	CTitle	First	Last	Title	Department	Agency	Email	Address	City	State	Zip	Phone
REGIONAL	1		Ms.	Shannon	Full	President/CEO		FMWF Chamber of Commerce	sfull@fmwfchamber.com	202 1st Ave N	Moorhead	MN	56560	
REGIONAL	1		Mr.	Ben	Griffith	Executive Director		Fargo-Moorhead Metro-COG	griffith@fmmetrocog.org	1 2nd St. N., Ste. 232 Case Plaza	Fargo	ND	58102-4807	
COMMRCL	1		Mr.	Tony	Geffre			Midco	Tony.Geffre@Midco.com					
COMMRCL	1		Mr.	Tom	Berseth			Xcel Gas	Thomas.M.Berseth@xcelenergy.com					
COMMRCL	1		Mr.	Destin	Cole			Xcel Power	Destin.Cole@xcelenergy.com					
COMMRCL	1		Mr.	Trevor	Christensen			Lumen / Century Link	Trevor.A.Christensen@lumen.com					
									relocations@centurylink.com					
COMMRCL	1		Mr.	Michael	Mack			Dakota Carrier Network	MMack@dakotacarrier.com					
COMMRCL			Mr.	Aaron	Bjerke			America Crystal Sugar	ABjerke@crystalsugar.com					
COMMRCL	1		Mr.	Kirt	Liedahl			702 Communications	kliedahl@702Communications.com					
COMMRCL	1		Mr.	Allan	Friedt			Sparklight	Allan.Friedt@sparklight.biz					
									fargoconstruction@cableone.biz					

Casey Engelhard

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

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

Hello,

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

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

Thanks,

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

May 2, 2025

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

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

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

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

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

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

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

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

SCOTT MIDDAUGH, PE
Environmental Project Manager

sm/ce

Enclosure

H:\JBN\60006059\6059_0225 12th Ave Bridge Replacement\GIS\Hydraulics_Survey.mxd

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

HOUSTON engineering, inc.

KLJ

MOORHEAD MINNESOTA

THE CITY OF Fargo FAR MORE

U.S. Department of Transportation Federal Highway Administration

Casey Engelhard

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

Hello,

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

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

Thanks,

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

Casey Engelhard

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

Hello,

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

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

Thanks,

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

Casey Engelhard

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

Hello,

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

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

Thanks,

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

May 2, 2025

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

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

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

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

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

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

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

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

Your concurrence in this determination is requested.

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

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

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

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

SCOTT MIDDAUGH, PE
Environmental Project Manager

sm/ce

Enclosure

May 2, 2025

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

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

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

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

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

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

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

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

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

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

SCOTT MIDDAUGH, PE
Environmental Project Manager

sm/ce

Enclosure

Casey Engelhard

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

Hello,

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

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

Thanks,

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

Casey Engelhard

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

Hello,

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

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

Thanks,

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

May 2, 2025

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

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

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

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

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

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

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

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

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

SCOTT MIDDAUGH, PE
Environmental Project Manager

sm/ce

Enclosure

Casey Engelhard

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

Hello,

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

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

Thanks,

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

May 2, 2025

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

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

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

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

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

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

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

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

SCOTT MIDDAUGH, PE
Environmental Project Manager

sm/ce

Enclosure

Casey Engelhard

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

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

Hello,

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

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

Thanks,

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

May 2, 2025

Advocacy Group Contact

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

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

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

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

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

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

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

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

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

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

SCOTT MIDDAUGH, PE
Environmental Project Manager

sm/ce

Enclosure

Casey Engelhard

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

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

Good morning-

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

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

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

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

Kirt Liedahl, Operations Manager
O: (218) 284-5767 **C:** (218) 329-2126

702 COMMUNICATIONS 20 YEARS
twitter.com/702com
youtube.com/702com
facebook.com/702communications

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

Hello,

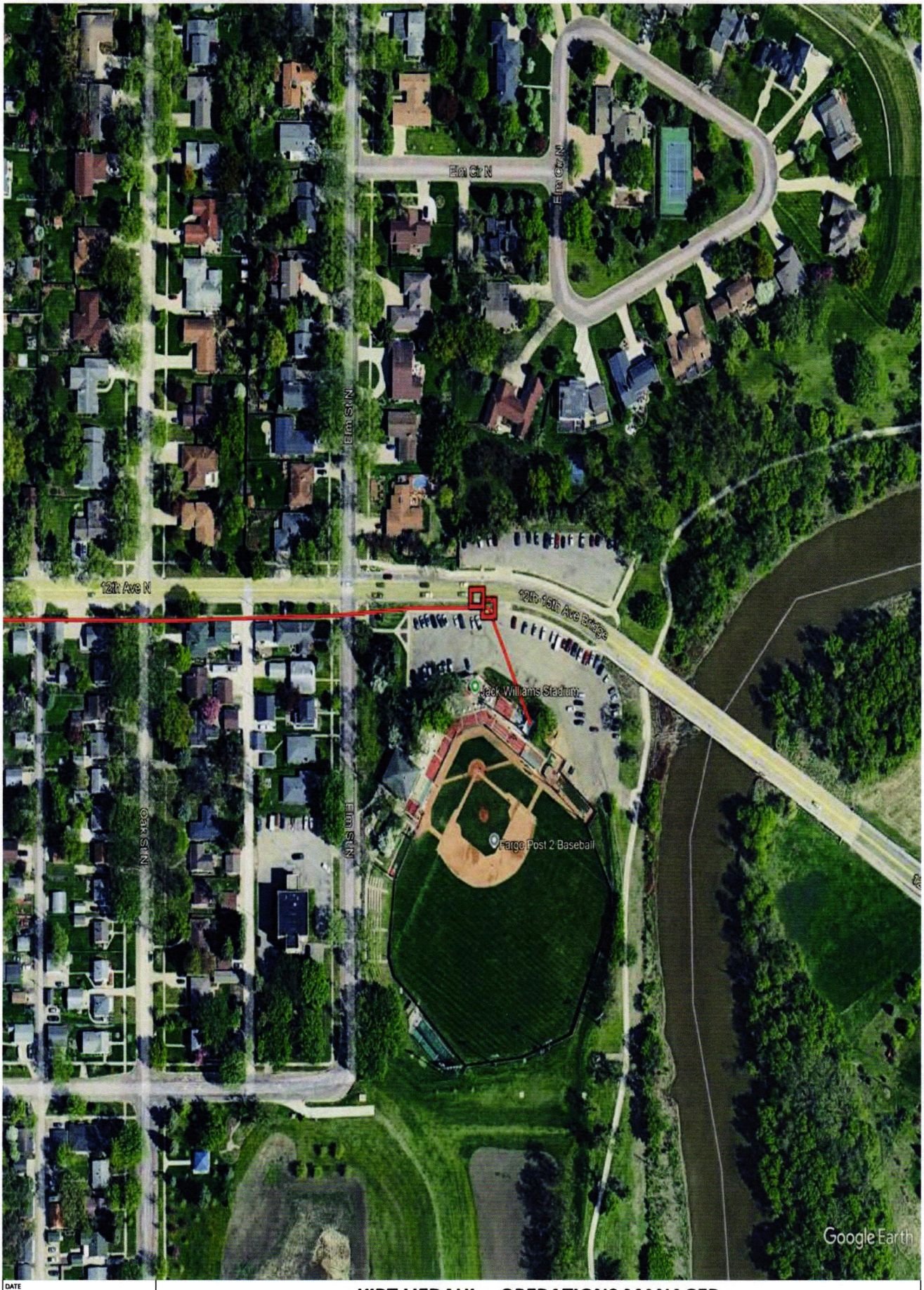
Please find the attached solicitation of views letter for the proposed replacement of the bridge crossing over the Red River of the North connecting 12th Avenue North in Fargo, Cass County, North Dakota, and 15th Avenue North in Moorhead, Clay County, Minnesota. The bridge serves as a critical two-state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

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

Thanks,

702 COMMUNICATIONS 12TH AVE N BRIDGE FIBER FACILITY

12TH AVE N BRIDGE, FARGO ND
SITE CONTACT: KIRT LIEDAHL



DATE	
5/5/2025	**KIRT LIEDAHL – OPERATIONS MANAGER** **702 COMMUNICATIONS** kliedahl@702communications.com – (218) 284-5767

Casey Engelhard

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

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

Good Morning Scott,

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

That should be it for now.

-Thanks,

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

BUFFALO – RED RIVER WATERSHED DISTRICT

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

Hello,

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

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

Thanks,

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

Casey Engelhard

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

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

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

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

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

CAUTION: EXTERNAL EMAIL

Hello,

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

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

Thanks,

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

Casey Engelhard

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

Importance: High

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

Good Morning,

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

Thanks,

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

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

Hello,

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

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

Thanks,

Scott Middaugh PE
KLJ - West Fargo

701-271-4871 Direct
701-799-5639 Cell

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Casey Engelhard

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

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Xcel gas maps attached for the project area, thanks

Tom Berseth
Xcel Energy | Responsible By Nature
Sr. Designer
2302 Great Northern Drive – Fargo, ND 58102
C: 701-640-1406

Builders Call Line link: Documents and Forms | Building and Remodeling | Partner Resources | Xcel Energy

---

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

EXTERNAL - STOP & THINK before opening links and attachments.

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701-271-4871 Direct
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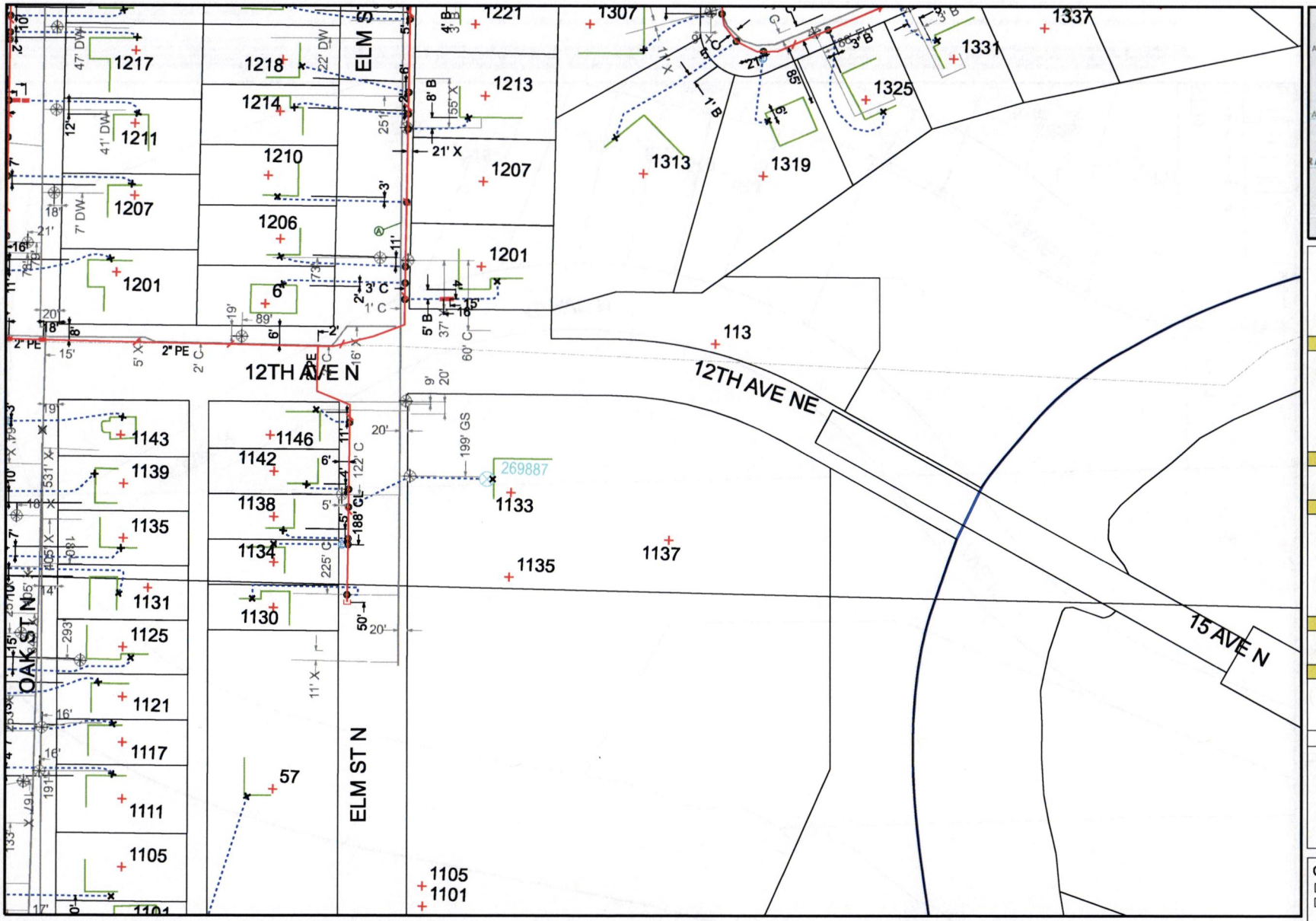

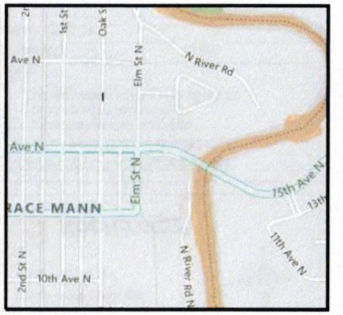

Work Order Information	
Service Request #	
Design Number	
Designer/Planner ID	234059
Designer/Planner Name	
Designer/Planner Ph #	(000) 000-0000
Manager Approval	

Joint Utility	
E:	G:
T:	C:

Design Location	
Division	Fargo
County	Cass
City	Fargo city
Address	
T: 139N R: 48W S: 5	
Map # : FCC0086	Permit :

Electric	
Feeder:	Voltage:
Phase:	Bkup Dev ID:

Gas	
System :	Pressure :
Size :	Material :
Dead End :	

Work Order # :

Date: 05/05/2025

Sketch: # Of # Sketch Data

Scale: 1" equals 101'

Xcel Energy®

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- ☐ CHANGES MADE AS INDICATED (ALL URD MUST HAVE ACTUAL MEASUREMENTS FROM THE FIELD SITE)

RFO _____

FOREMAN _____ DATE _____

TEAM LEADER _____

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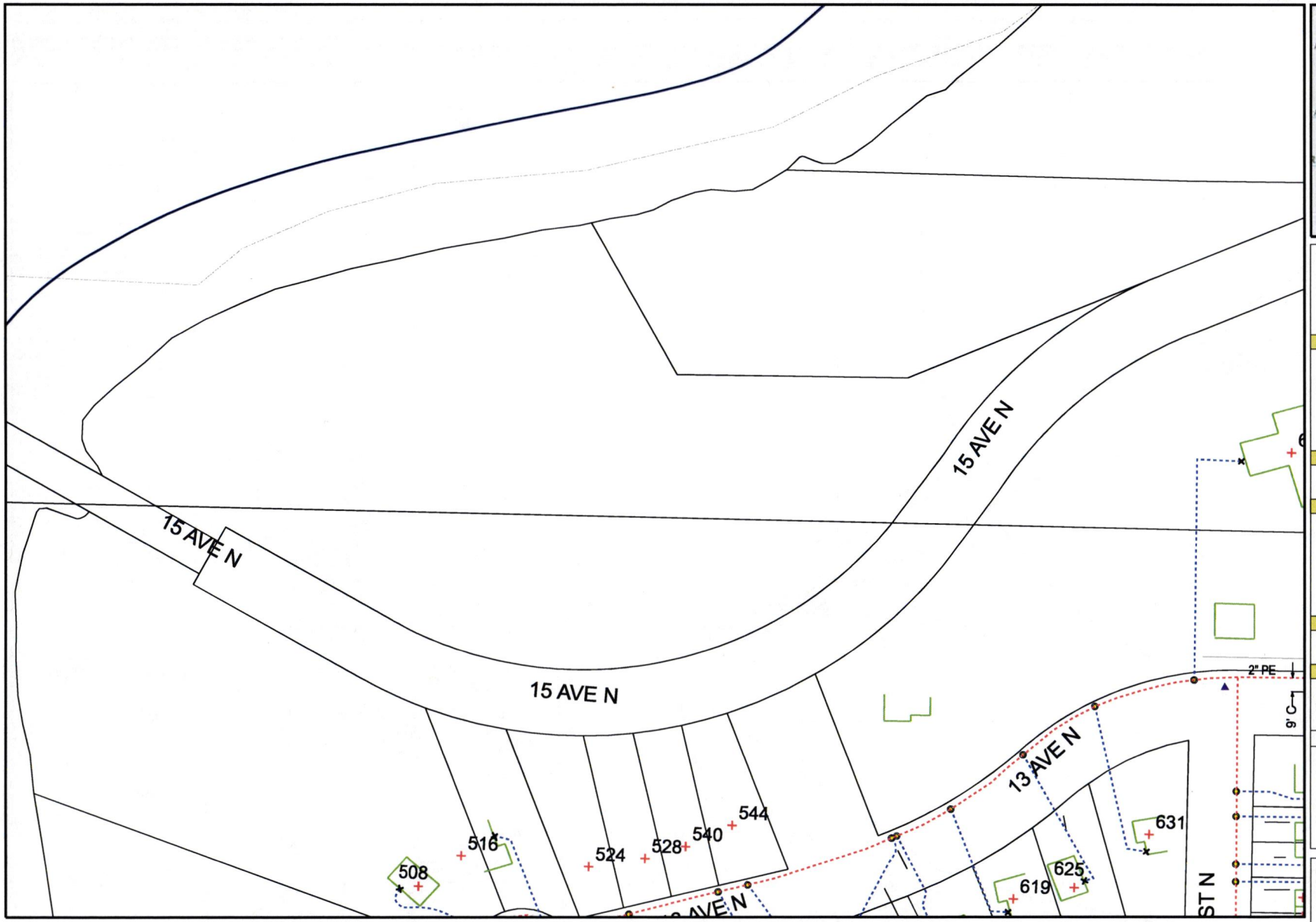

Work Order Information	
Service Request #	:
Design Number	:
Designer/Planner ID	: 234059
Designer/Planner Name	:
Designer/Planner Ph #	: (000) 000-0000
Manager Approval	: _____

Joint Utility	
E:	G:
T:	C:

Design Location	
Division	: Fargo
County	: Cass
City	: Fargo city
Address	:
T: 139N R: 48W S: 5	
Map # : FCC0086	Permit :

Electric	
Feeder:	Voltage:
Phase:	Bkup Dev ID:

Gas	
System :	Pressure :
Size :	Material :
Dead End :	

Work Order # :

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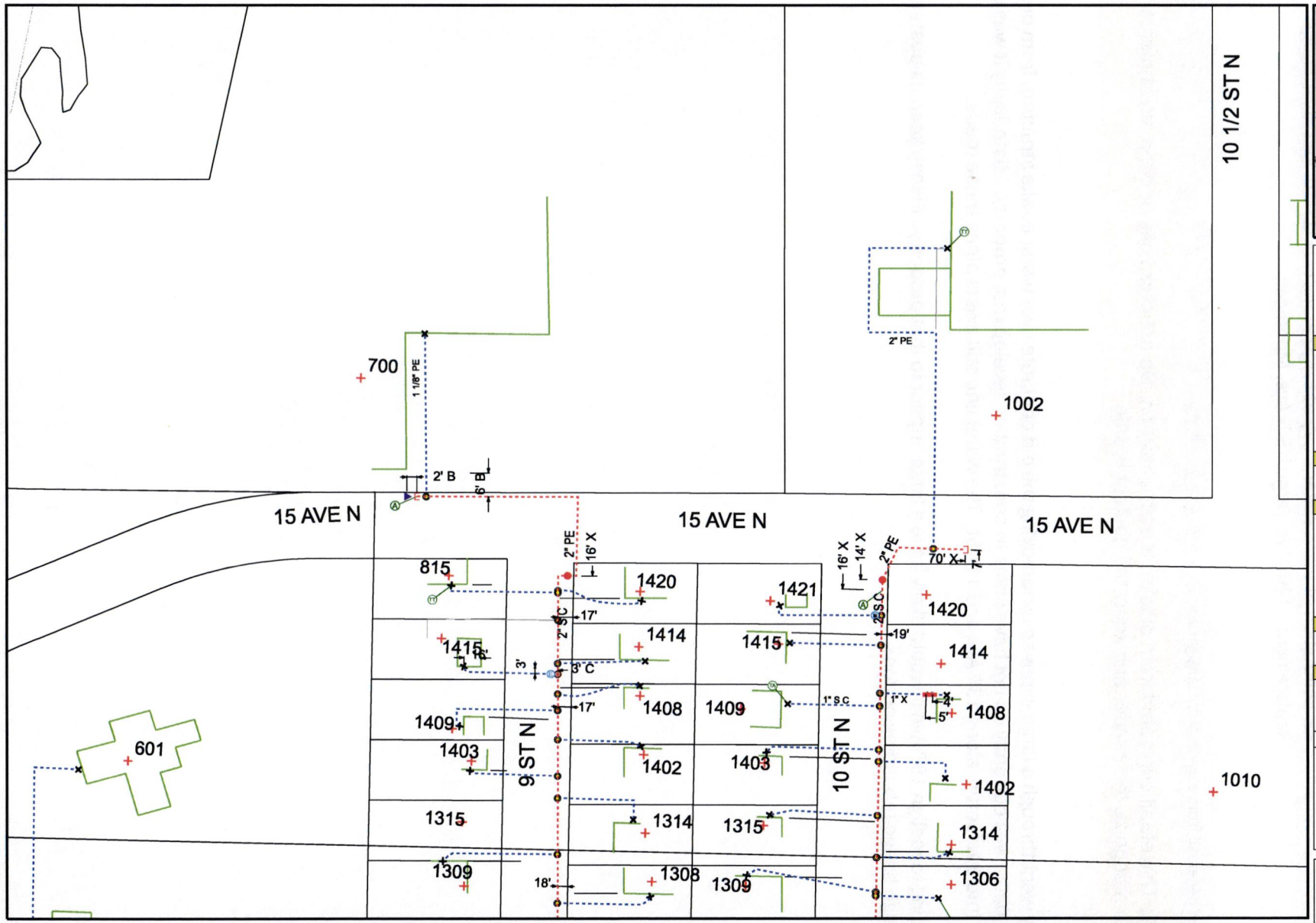

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Service Request #	:
Design Number	:
Designer/Planner ID	: 234059
Designer/Planner Name	:
Designer/Planner Ph #	: (000) 000-0000
Manager Approval	: _____

Joint Utility	
E:	G:
T:	C:

Design Location	
Division	: Fargo
County	: Cass
City	: Fargo city
Address	:
T: 140N R: 48W	S: 32
Map # : FDD0085	Permit :

Electric	
Feeder:	Voltage:
Phase:	Bkup Dev ID:

Gas	
System :	Pressure :
Size :	Material :
Dead End :	

Work Order # :

Date: 05/05/2025

Sketch: # Of # Sketch Data

Scale: 1" equals 101'

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FOREMAN _____ DATE _____

TEAM LEADER _____

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Casey Engelhard

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

You don't often get email from abjerke@crystalsugar.com. Learn why this is important

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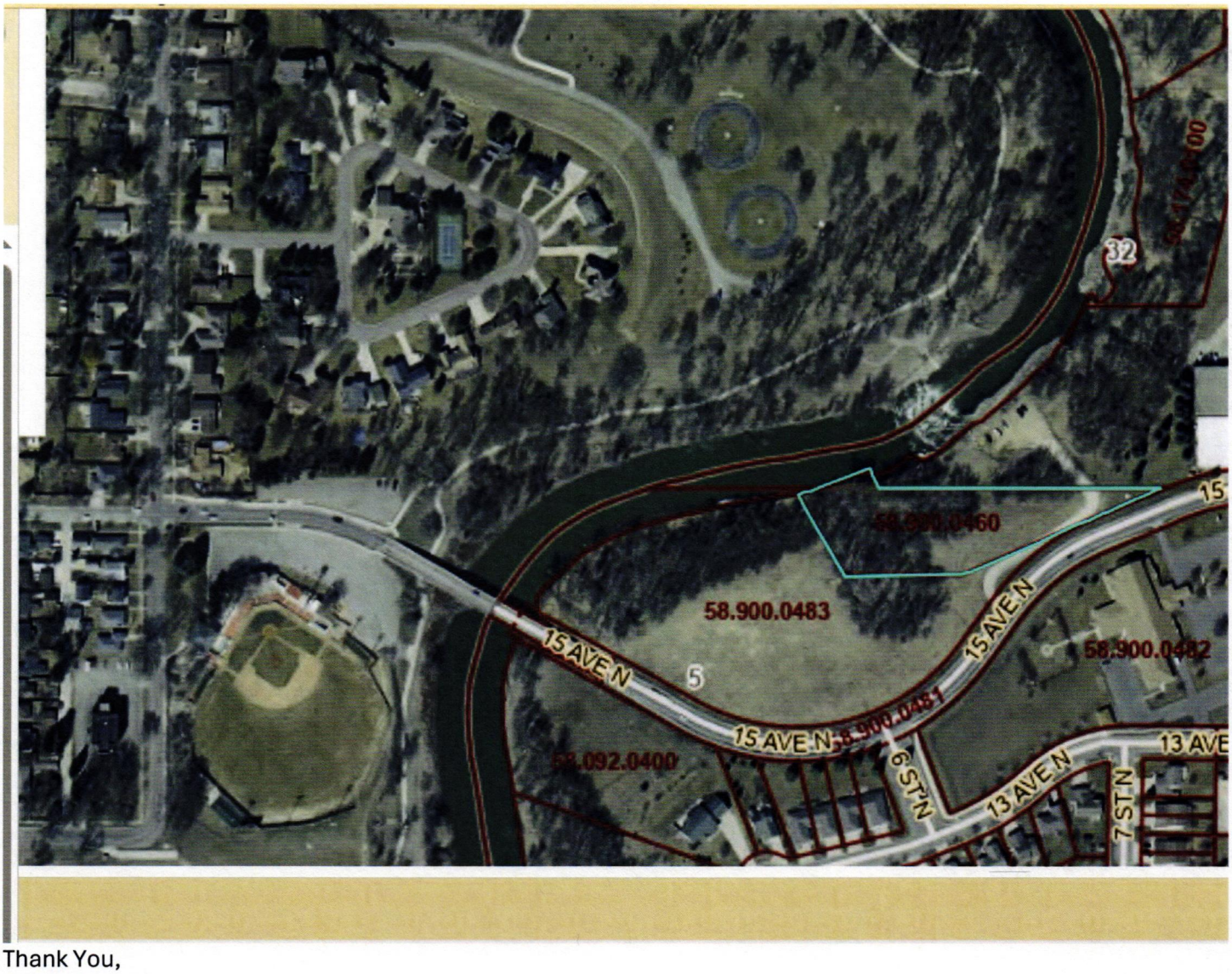
Scott,

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

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



Thank You,
Aaron Bjerke

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

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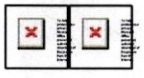
It is requested that any comments or information be forwarded to our office on or before June 6, 2025.

Thanks,

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

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



2500 11th St N - Moorhead - 56560 - MN

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Casey Engelhard

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

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

Good morning Scott,

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

Thank you for the opportunity to review the proposed project.

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

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

CAUTION: This email originated from outside of the Federal Aviation Administration (FAA). Do not click on links or open attachments unless you recognize the sender and know the content is safe.

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Thanks,

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

Casey Engelhard

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

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

Good afternoon,

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

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

Please let us know if you need any further information.

Marissa Kirby
Wildlife Refuge Specialist
Valley City WMD
Office: (701)845-3466
Cell: (701)840-3327
NATIONAL WILDLIFE REFUGE SYSTEM

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

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Thanks,

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

Casey Engelhard

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

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

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

Tony Geffre
Regional Construction Project Manager

Office: 7015522585
Tony.Geffre@Midco.com

Midco.com

Let's go beyond.

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

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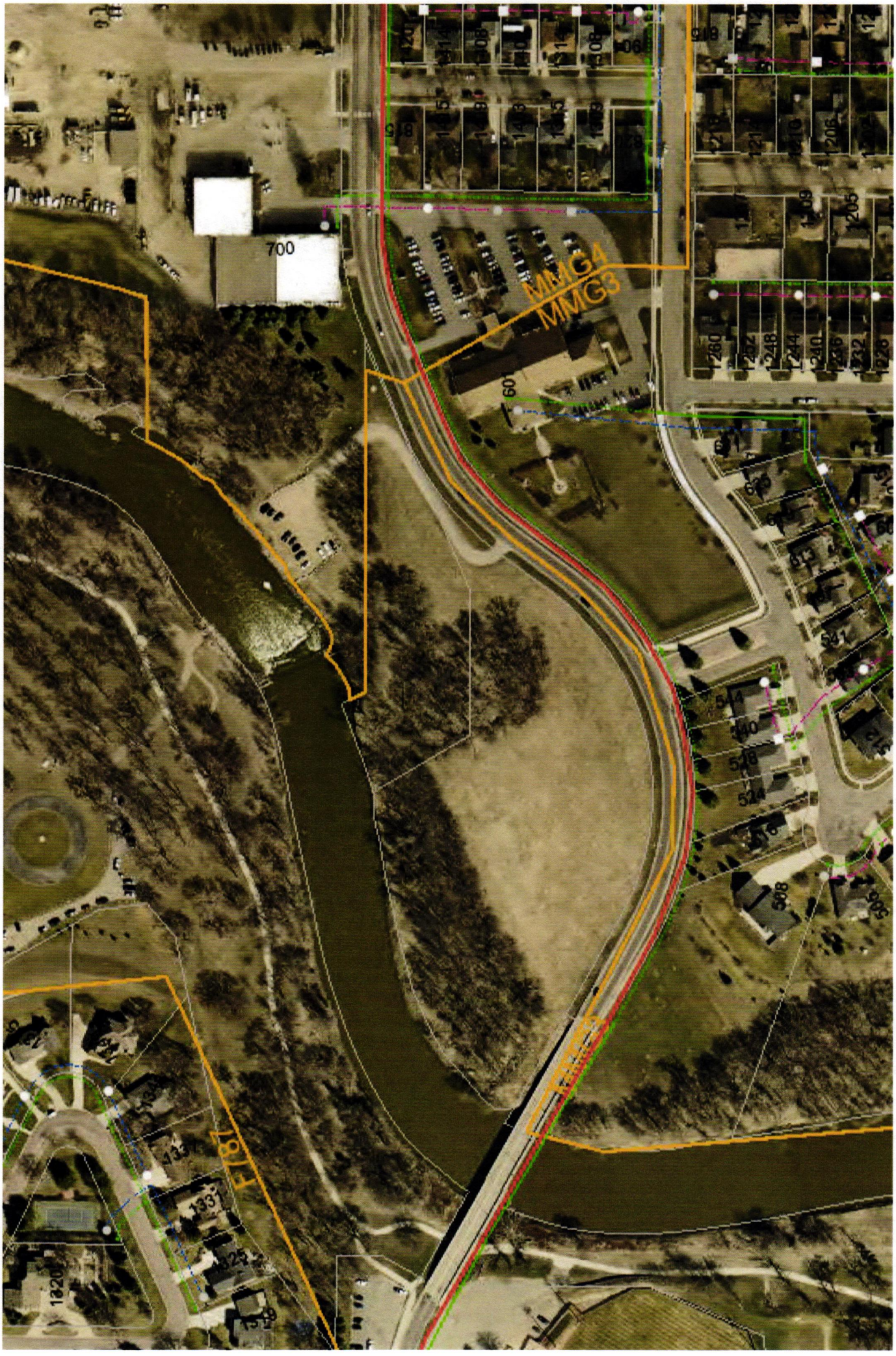
Thanks,

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


700
MMG4
MMG3
F161
F163

Casey Engelhard

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

You don't often get email from jennifer.geering@lumen.com. Learn why this is important

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LUMEN

Good Day!

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

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

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

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

Thank you for your cooperation!

Jennifer Geering
Business Analyst
Network Relocations

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

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

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Scott Middaugh PE
KLJ - West Fargo
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Lumen Facility Map

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

1:4,514

0 0.04 0.07 0.15 mi

0 0.05 0.1 0.2 km

Local Copper UG Route

Underground,In Service

Local Copper Aerial Route

Aerial,In Service

Fiber Cables

Underground,In Service

Fiber Routes

Underground,In Service

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

NORTH Dakota | Parks & Recreation
Be Legendary.™

May 9, 2025

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

Dear Scott,

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

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

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

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

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

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

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

Sincerely,
Kathy Duttenhefner
Kathy Duttenhefner, Chief Natural Resources Division

604 E Boulevard Ave Dept. 750 | Bismarck, ND 58505
PHONE: 701-328-5357 | FAX: 701-328-5363 | EMAIL: parkrec@nd.gov | WEBSITE: www.parkrec.nd.gov

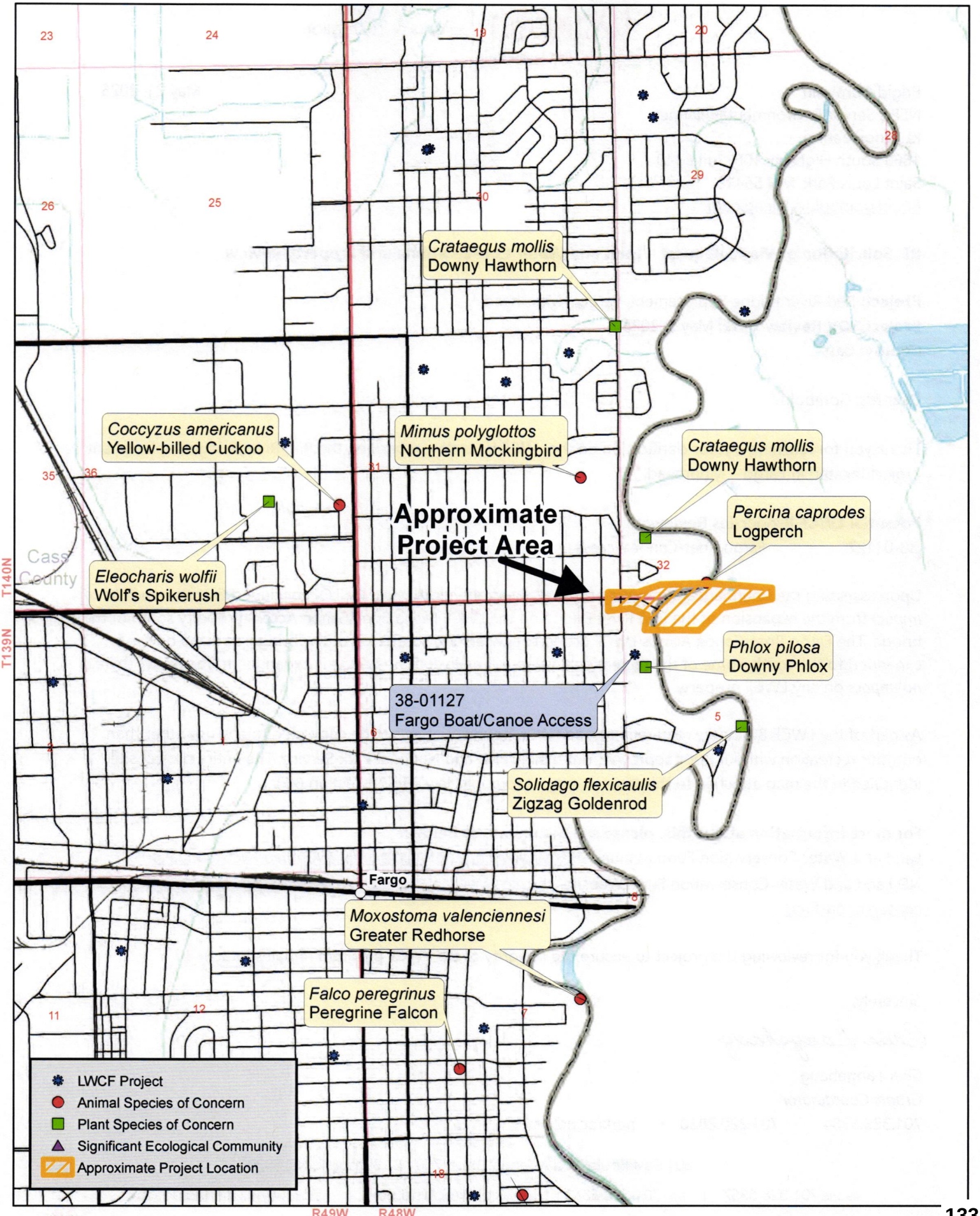
North Dakota Natural Heritage Inventory
Rare Animal and Plant Species and Significant Ecological Communities

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

Land and Water Conservation Fund Projects

Project Name	Project Number
Fargo Boat/Canoe Access	38-01127

North Dakota Parks and Recreation Department
North Dakota Natural Heritage Inventory



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

May 21, 2025

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

Project: Red River Bridge Replacement, Fargo - Moorhead
Project SOV Review Date: May 9, 2025
County: Cass

Dear Ms. Gombold,

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

Potential LWCF Properties Reviewed:
38-01127 Fargo Boat/Canoe Access

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

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

For more information about this, please see the resources below:
Land and Water Conservation Fund Manual - https://www.nps.gov/subjects/lwcf/upload/lwcf_manual.pdf
ND Land and Water Conservation Fund Website - https://www.parkrec.nd.gov/business/grants/land-and-water-conservation-fund

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

Sincerely,

Char Langehaug

Char Langehaug
Grants Coordinator
701.328.5364 • 701.220.2820 • parkrec.nd.gov

Fargo Boat/Canoe Access
Fargo, Cass, 38-01127

LWCF Boundary **Acres** 41.8

Acreage listed is an estimate and not official deeded acres

0 0.04 0.07 0.14 Miles

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Casey Engelhard

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

You don't often get email from fjanderson@nd.gov. Learn why this is important

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

Dear Mr. Middaugh,

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

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

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

Here is a link to the Fargo North Landslide Quadrangle for your reference: https://www.dmr.nd.gov/ndgs/landslides/Fargo/Fargo_North_24K_l.pdf

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

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

Regards,

Fred J. Anderson
Geologist

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

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Casey Engelhard

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

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

Hello,

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

Thank you,

Christine Holland

Executive Director/River Keepers

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

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

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

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

Thanks,

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

Casey Engelhard

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

Good Afternoon, Mr. Middaugh:

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

V/r,

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

U.S. Department of Homeland Security

United States Coast Guard

Commander
Ninth Coast Guard District

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

16590
May 13, 2025
B-153/mow

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

Dear Mr. Middaugh:

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

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

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

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

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

Sincerely,

STANIFER.WILLIAM.B.1053987350

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

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

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May 20, 2025

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

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

Dear Mr. Middaugh:

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

1. Necessary measures should be taken to minimize fugitive dust emissions created during construction activities. Any complaints that may arise should be dealt with in an efficient and effective manner.

2. Aggregate to be used for road construction should not contain any erionite. Aggregate sources should be tested for erionite following guidelines found at https://deq.nd.gov/erionite. For questions regarding erionite testing, please contact the Asbestos Program at 701-328-5166 or asbestos@nd.gov.

3. Care is to be taken during construction activity near any water of the state to minimize adverse effects on a water body. This includes minimal disturbance of stream beds and banks to prevent excess siltation, and the replacement and revegetation of any disturbed area as soon as possible after work has been completed. Caution must also be taken to prevent spills of oil and grease that may reach the receiving water from equipment maintenance and/or the handling of fuels on the site. Guidelines for minimizing degradation to waterways during construction are attached.

4. Projects disturbing one or more acres are required to have a permit to discharge stormwater runoff until the site is stabilized by the re-establishment of vegetation or other permanent cover. Further information on the stormwater permit may be obtained from the Department's website or by calling the Division of Water Quality at 701-328-5210. Projects disturbing less than one acre are also required to have a permit to discharge stormwater runoff if they are part of a larger common plan of development or sale that disturbs one or more acres. Projects that discharge to a water body that has a total maximum daily load allocation or is listed as impaired under Section 303(d) of the Federal Clean Water Act should ensure construction activity does not affect the water body.

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

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

5. Many steel structures (such as water towers and bridges) are coated with lead-based paint. A method of pollution control shall be used to contain the wastes generated during the paint removal process including an impermeable ground cover. All visible deposits of waste must be recovered and removed. Lead-contaminated waste must be containerized and characterized, to determine if the waste is a hazardous waste, prior to transporting offsite for disposal.

6. All solid waste materials must be managed and transported in accordance with the state's solid and hazardous waste rules. Appropriate efforts to reduce, reuse and/or recycle waste materials are strongly encouraged. As appropriate, segregation of inert waste from non-inert waste can generally reduce the cost of waste management. Further information on waste management and recycling is available from the Department's Division of Waste Management at 701-328-5166.

7. Polychlorinated Biphenyls, commonly referred to as PCBs, can be found in electrical equipment older than 1980. Projects that involve the removal of fluid-filled electrical equipment, heat transfer equipment, older fluorescent lights, caulks and paints must ensure that all materials are PCB-free. Any PCB-containing waste must be handled, stored, and disposed of appropriately. Questions on proper PCB management may be direct to the Hazardous Waste Program at 701-328-5166.

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

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

Sincerely,

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

KR:ll
Attach.

Construction and Environmental Disturbance Requirements

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

Soils

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

Surface Waters

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

Fill Material

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

Casey Engelhard

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

Good Morning Scott Middaugh,

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

v/r

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

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

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

May 27, 2025

NWO-2025-00721-BIS

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

Dear Mr. Middaugh:

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

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

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

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

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

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

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

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

Sincerely,

for Benjamin N. Soiseth
Chief, North Dakota Section

Enclosure

Casey Engelhard

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

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

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Hi,

Thank you for the opportunity to provide early coordination comments on the City of Fargo Red River Bridge Replacement at 12th Ave. Fargo/15th Ave. Moorhead.
The project will likely require a Minnesota DNR Public Waters Work Permit. Please contact Area Hydrologist Rodger Hemphill (Rodger.Hemphill@state.mn.us) regarding Public Water permitting. A floodplain permit may be needed from local authorities for project facilities within the floodway and floodplain.

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

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

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

Thank you,

Owen Baird
Regional Environmental Assessment Ecologist | Ecological and Water Resources

Minnesota Department of Natural Resources
Phone: 218-580-0381
owen.baird@state.mn.us
mndnr.gov

DEPARTMENT OF NATURAL RESOURCES

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

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Hello,

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

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

Thanks,

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

Casey Engelhard

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

You don't often get email from mlgerrity@nd.gov. Learn why this is important

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

Michelle Gerrity
Administrative Assistant

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

NORTH Dakota | Water Resources
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701.328.2750 • dwr@nd.gov • 1200 Memorial Highway • Bismarck, ND 58504

NORTH Dakota | Water Resources

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June 2, 2025

Mr. Scott Middaugh

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

Dear Mr. Middaugh,

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

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

- Initial review indicates the project does not require a conditional or temporary permit for water appropriation. However, if surface water or groundwater will be diverted for construction of any future projects identified in the plan, a water permit will be required per North Dakota Century Code § 61-04-02. Please consult with the DWR Water Appropriation Division if you have any questions at (701) 328-2754 or appropinfo@nd.gov.

- The Project's location includes the Fargo 12th Avenue North Dam. Any potential modification of the dam may require a construction permit from the DWR according to North Dakota Century Code §61-16.1-38. Please contact the DWR Regulatory Division at 701-328-4956 if you have any questions.

- There is a FEMA National Flood Insurance Program (NFIP) regulatory floodplain identified or mapped where this proposed project is to take place. Impacted areas are designated to be in NFIP Zone AE, with floodway. The State of North Dakota has no formal NFIP permitting authority, as all NFIP permitting decisions are considered by impacted NFIP participating communities, which is the community with zoning authority for the area in question. Please work directly with the local floodplain administrator of the zoning authority impacted to achieve NFIP and community compliance.

- Any work within the ordinary high water mark (OHWM) of the Red River requires prior authorization from DWR; therefore, an Authorization To Construct a Project Within Sovereign Lands permit is necessary prior to construction of this project. For more information, feel free to contact DWR's Sovereign Land Specialist at 701-328-4988 or awinkelman@nd.gov.

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

Sincerely,

Kyle Yrkoski

Kyle Yrkoski

Casey Engelhard

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

Scott,

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

Respectfully,

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

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

Good Afternoon,

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

v/r

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

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

NORTH Dakota | Game and Fish

Be Legendary.

July 2, 2025

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

Re: City of Fargo Project QR-25-BO

Dear Mr. Middaugh,

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

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

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

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

Governor Kelly Armstrong | Director Jeb Williams | Deputy Director Casey Anderson

Sincerely,

Bruce Kreft, Chief
Conservation & Communications Division

Casey Engelhard

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

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

Casey,

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

Patrick Isakson
Conservation Manager

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

NORTH Dakota | Game and Fish
Be Legendary.

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

---

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

You don't often get email from casey.engelhard@kljeng.com. Learn why this is important

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

Good afternoon Mr. Kreft,

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

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

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

Regards,

Casey Engelhard
KLJ
701-271-4842
kljeng.com

Casey Engelhard

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

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

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

Hello,

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

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

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

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

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

Western Area
Power Administration

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

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

Hello,

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

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

Thanks,

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

March 4, 2026

Daniel Salas
Archaeologist III
KLJ Engineering

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

Dear Daniel,

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

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

Sincerely,

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

26-5283

April 2, 2026

Mariel Rodriguez
Historian III
KLJ Engineering

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

Dear Mariel

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

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

Sincerely,

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

26-5283

Appendix B
MnDOT State Aid Review

Casey Engelhard

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

Hello,

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

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

DEPARTMENT OF TRANSPORTATION

STATE AID FOR LOCAL TRANSPORTATION
Cultural, Noise, and Threatened & Endangered Review Request

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

DATE: _____

SEND ALL PROJECTS TO:

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

AND

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

AND

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

Project Details

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

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

Does the project have FHWA funds? ☒ Yes ☐ No

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

Letting Date: Spring 2027

Anticipated Environmental Document Completion Date: Spring 2026

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

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

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

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

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

Does the project require a federal permit? ***(e.g., Corps of Engineers Section 404 Permit)***
☒ Yes ☐ No Permitting Agency: Corps of Engineers Section 404 Permit

Is any part of the project within a reservation/on Tribal lands?
☐ Yes ☒ No If yes, which one: _____

Plans are: ☒ not yet available ☐ attached

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

Project Contact Person:
Scott Middaugh, PE
Project Environmental Manager
300 23rd Avenue E Ste #100
West Fargo, ND 58078
Phone: 701-271-4871
Fax
Email: Scott.Middaugh@kljeng.com

Project Contact Person – Cultural Resources:
Ryan Wendel
Cultural Resources Specialist
2969 Airport Rd, Ste 1B
Helena, MT 59601-1201
Phone: 406-447-3356
Fax
Email: ryan.wendel@kljeng.com

Project Contact Person – Noise:
John Crawford, PE
Transportation Engineer
2759 Blue Water Rd, Ste 100
Eagan, MN 55121-1661
Phone: 651-726-5012
Fax
Email: john.crawford@kljeng.com

Sponsoring Agency (if different from project contact person)
Eric Hodgson, PE, City of Fargo
Civil Engineer
225 4th Street North
Fargo, ND 58102
Phone: 701-241-8582
Fax
Email: EHodgson@FargoND.gov

Sponsoring Agency (if different from project contact person)
Melissa Carson, FHWA ND Division
Environmental Project Manager
4503 Coleman Street, Ste # 205
Bismarck, ND 58503-0567
Phone: 701-221-9470
Fax
Email: melissa.carson@dot.gov

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

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

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

Traffic lane width, easements and R/W acquisition, ditch profiles, depth of ground disturbance and excavation, and other project components are unknown at this time, as project design progress is minimal.
MnDOT Cultural Resources: An attached APE has been approved by the FHWA North Dakota Division. Please review the APE and provide any comments.

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

The project will likely include:

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

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

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

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

Amount of tree removal in acres?_____
Can removal be done in the winter season (Nov 1- March 31)? ☐ Yes ☐ No

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

Amount of tree removal in acres?_____
Can removal be done in the winter season (Nov 1- March 31)? ☐ Yes ☐ No

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

Bridge Number(s): _____

Will the project use temporary lighting or install/replace permanent lighting? ☐ Yes ☐ No

Rusty-Patched Bumble Bee (Federally Endangered): N/A – Project is not within the federal official range of the Rusty-Patched Bumble Bee

Will the project try to revegetate disturbed soils using native seed mixes, especially in areas that are not proposed for mowed turf grass? ☒ Yes ☐ No

ATTACH THE FOLLOWING

☒ Project location map, shapefile or kmz. If not available, project location map displayed on USGS 7.5-Minute Topographic Series Map or aerial imagery (https://www.usgs.gov/the-national-map-data-delivery/topographic-maps or http://www.dot.state.mn.us/maps/gisweb/row/ are resources that can be used).

☐ Preliminary layout or project plan, if available showing, construction limits, R/W limits—existing and proposed Temporary Easements

☐ Anticipated laydown, staging areas, and detours if project proposer directs use by the contractor

Noise

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

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

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

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

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

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

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

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

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

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

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

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

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

Important: A determination cannot be made if this information is not submitted.
If your project appears to be a Type I noise project or if your project needs a review to make a noise determination between Type I or Type III, please submit to:

Greater MN Districts
Lucas Bistodeau
lucas.bistodeau@state.mn.us
Environmental Modeling and Testing Unit Office of Environmental Stewardship (OES)
MnDOT Central Services Building
6000 Minnehaha Avenue South, MS 660
Saint Paul, MN 55111
Phone: (651) 366-5801

Metro District
Natalie Ries
natalie.ries@state.mn.us
Project Documentation Section
MnDOT Water's Edge Building
1500 W. Co. Rd. B2, MS 050
Roseville, MN 55113
Phone: (651) 234-7681

H:\JBN\60006059\6059_0225 12th Ave Bridge Replacement\GIS\Hydraulics_Survey.mxd

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

HOUSTON engineering, inc.

KLJ

MOORHEAD MINNESOTA

THE CITY OF Fargo FAR MORE

U.S. Department of Transportation Federal Highway Administration

Casey Engelhard

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

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

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Scott,
Based on the information provided within the Cultural, Noise, and Threatened & Endangered Review request, this project would be deemed Type I and will be required to conduct a traffic noise analysis for the project area.

If you have any further questions, please feel free to contact me.

Lucas Bistodeau

Engineering Specialist
Environmental Modeling and Testing Unit
Office of Environmental Stewardship
6000 Minnehaha Avenue
St. Paul, MN 55111
lucas.bistodeau@state.mn.us
P:651-366-5811

From: 12thAveBridge <12thAveBridge@kljeng.com>
Sent: Monday, May 19, 2025 8:26 AM
To: MN_DOT_CulturalResources <CulturalResources.dot@state.mn.us>; MN_DOT_Protected Species <protectedspecies.dot@state.mn.us>; Bistodeau, Lucas (DOT) <lucas.bistodeau@state.mn.us>
Cc: MN_DOT_SaltEnvironmental <SaltEnvironmental.dot@state.mn.us>; Scott Middaugh <Scott.Middaugh@kljeng.com>; 'EHodgson@FargoND.gov' <EHodgson@FargoND.gov>; 'melissa.carson@dot.gov' <melissa.carson@dot.gov>; Ryan Wendel <ryan.wendel@kljeng.com>; john.crawford@kljeng.com
Subject: Cultural, Noise, and Threatened & Endangered Review Request - Red River Bridge Replacement, City of Fargo project QR-25-B0

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Hello,

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

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

Casey Engelhard

From: Casey Engelhard
Sent: Monday, September 29, 2025 1:58 PM
To: MN_DOT_Protected Species
Subject: FW: Cultural, Noise, and Threatened & Endangered Review Request - Red River Bridge Replacement, City of Fargo project QR-25-B0
Attachments: Cultural_Noise_Threatened_Endangered_StateAid_Red River Bridge Replacement.docx; LocationMap_Red River Bridge Replacement.pdf; 2025-00464-NHRLetter.pdf

Good afternoon,

Please refer to the previous email and attachments for the MN State Aid Environmental Review request for the proposed Red River Bridge Replacement project along 12th Avenue North Fargo / 15th Avenue North Moorhead. Attached is a copy of the MnDNR NHIS response letter to assist with consultation.

Thanks,

Casey Engelhard
KLJ
701-271-4842
kljeng.com

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

Hello,

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

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

DEPARTMENT OF NATURAL RESOURCES

Minnesota Department of Natural Resources
Division of Ecological & Water Resources
500 Lafayette Road, Box 25
St. Paul, MN 55155-4025

August 8, 2025

Casey Engelhard
KLJ Engineering

RE: Natural Heritage Review of the proposed **Red River Bridge Replacement - 12th Ave. Fargo/15th Ave. Moorhead,**
T139N R48W Section 5, T140N R48W Section 32; Clay County

Dear Casey Engelhard,

For all correspondence regarding the Natural Heritage Review of this project please include the project ID **MCE-2025-00464** in the email subject line.

As requested, the Minnesota Natural Heritage Information System has been reviewed to determine if the proposed project has the potential to impact any rare species or other significant natural features. Based on the project details provided with the request, the following rare features may be impacted by the proposed project:

State-listed Species

- Black sandshell (*Ligumia recta*), a state-listed mussel species of special concern, and lake sturgeon (*Acipenser fulvescens*), a state-listed fish species of special concern, have been documented in the Red River in the vicinity of the proposed project. These species are particularly vulnerable to deterioration in water quality, especially increased siltation. As such, **it is important effective erosion prevention and sediment control practices be implemented and maintained throughout the duration of the project and incorporated into any stormwater management plan**. Containment measures for dredge sediment, debris, and other construction material generated by the project should be in place to prevent adverse material from entering the river.

- The Natural Heritage Information System (NHIS) tracks bat roost trees and hibernacula plus some acoustic data, but this information is not exhaustive. Even if there are no bat records listed nearby, all of Minnesota's bats, including the federally endangered northern long-eared bat (*Myotis septentrionalis*), can be found throughout Minnesota. During the active season (approximately April-November) bats roost underneath bark, in cavities, or in crevices of both live and dead trees. Tree removal can negatively impact bats by destroying roosting habitat, especially during the pup rearing season when females are forming maternity roosting colonies and the pups cannot yet fly. To minimize these impacts, **the DNR recommends that tree removal be avoided from June 1 through August 15.**

- Please visit the DNR Rare Species Guide for more information on the habitat use of state-listed species and recommended measures to avoid or minimize impacts.

- Please report incidental sightings of state-listed species via the DNR Plant and Animal Observation Form.

Federally Protected Species

- To ensure compliance with federal law, conduct a federal regulatory review using the U.S. Fish and Wildlife Service's (USFWS) online Information for Planning and Consultation (IPaC) tool.

Environmental Review and Permitting

- Please include a copy of this letter and the MCE-generated Final Project Report in any state or local license or permit application. Please note that measures to avoid or minimize disturbance to the above rare features may be included as restrictions or conditions in any required permits or licenses.

The Natural Heritage Information System (NHIS), a collection of databases that contains information about Minnesota's rare natural features, is maintained by the Division of Ecological and Water Resources, Department of Natural Resources. The NHIS is continually updated as new information becomes available and is the most complete source of data on Minnesota's native plant communities, rare species, and other rare features. However, the NHIS is not an exhaustive inventory and does not contain the locations of all rare features in the state. Therefore, ecologically significant features for which we have no records may exist within the project area. If additional information becomes available regarding rare features in the vicinity of the project, further review may be necessary.

For environmental review purposes, the results of this Natural Heritage Review are valid for one year; the results are only valid for the project location and project description provided with the request. **If project details change or the project has not occurred within one year, please resubmit the project for review within one year of initiating project activities.** Resubmit by selecting *Clone Project as Draft* on the project page in MCE.

The Natural Heritage Review does not constitute project approval by the Department of Natural Resources. Instead, it identifies issues regarding known occurrences of rare features and potential impacts to these rare features. Visit Natural Heritage Review for additional information regarding this process, survey guidance, and other related information. For information on the environmental review process or other natural resource concerns, please contact your DNR Regional Environmental Assessment Ecologist.

Thank you for consulting us on this matter and for your interest in preserving Minnesota's rare natural resources.

Sincerely,

Molly Barrett

Natural Heritage Review Specialist
molly.barrett@state.mn.us

Cc: Owen Baird, Regional Environmental Assessment Ecologist, Northwest (Region 1)

Appendix C
Endangered Species Act

Refer to the U.S. Fish and Wildlife Service's County Occurrence of Endangered, Threatened, Proposed, and Candidate Species and Designated Critical Habitat in North Dakota Table on the NDDOT References and Forms Page to determine which species may be found in the county or counties the project is located in. The USFWS IPAC Website may also be used - https://ecos.fws.gov/ipac/

NDDOT Threatened, Endangered, Proposed, Candidate Species and Critical Habitat Affect Determination Table

Project: City of Fargo QR-25-B0 | **PCN:** N/A | **Location:** 12th Avenue North Fargo; 15th Avenue North Moorhead | **County:** Cass, ND & Clay, MN

Species	Listing	Guidance	NDDOT Biologist Review Required?		Determination		Additional Documentation Included
			Yes	No	Not Present	No Effect	
Determine if the scope of work for the proposed project will require NDDOT Biologist review based on the criteria described for the species/critical habitat below. If review is required for one or more species, a biological assessment, Section 7 Determination Package, or NLEB documentation may be needed. Contact NDDOT Biologist for any questions.			Note - If a species is not present for a county, only "not present" should be checked.				
Whooping Crane (*species range includes all of North Dakota*)	E	**NDDOT Biologist Review required** for the adjustment (raising, relocating) of existing above-ground utility lines; or for newly placed poles/towers that require overhead lines/guy wires; unless the adjustments or new installations are in a highly developed or urban area. Review also required for projects requiring major earthwork (i.e. new road construction or roadway widening projects over 1 mile in length) in rural areas within ½ mile of cropland/wetland associations located within the whooping crane migration corridor. ***Projects outside of the migration corridor do not require NDDOT Biologist review***. See link below for a map of the whooping crane migration corridor. Click layers tab, then select whooping crane migration corridor layer. https://gis.dot.nd.gov/external/ge_html/?viewer=ext_wildlifemap	☐	☐	☑	☐	IPaC Species List
Gray Wolf	E	**NDDOT Biologist Review required** for roadway projects of 2 or more lanes on a new location (i.e., construction of a new roadway).	☐	☑	■	☑	IPaC Species List
Pallid Sturgeon	E	**NDDOT Biologist Review required** for work in or along the shoreline of the Missouri River (including reservoirs) and Yellowstone River Systems. Review also required for in-water work for any direct tributary (within 0.5 mile) to the Missouri River (including reservoirs) and Yellowstone River Systems.	☐	☐	☑	☐	IPaC Species List
Poweshiek Skipperling	E	**NDDOT Biologist Review required** for work occurring outside of the right of way in Richland and Sargent Counties within undisturbed native tall grass prairie and wet swales. If ground disturbing activities occur outside the ROW in these counties, ETS or a consultant will need to conduct a habitat assessment for this species.	☐	☐	☑	☐	IPaC Species List
Piping Plover	T	**NDDOT Biologist Review required** for construction activities **occurring outside the paved or graveled surface of the roadway and** within ½ mile of designated piping plover critical habitat or known nesting sites from April 15 through August 31. See link for piping plover designated critical habitat: https://gis.dot.nd.gov/external/ge_html/?viewer=ext_wildlifemap	☐	☐	☑	☐	IPaC Species List
Western Prairie Fringed Orchid	T	**NDDOT Biologist Review required** for all ground disturbing activities on non-flooded, undisturbed ground, known habitat, and native prairie. The species may also be found in roadside ditches with a high probability of the species occurring in or near the Sheyenne National Grasslands. If ground-disturbing activities will be required in Ransom or Richland counties, a survey by ETS or consultant for this species must be completed prior to ground-disturbance.	☐	☐	☑	☐	IPaC Species List

Listing Key: E – Endangered T – Threatened C – Candidate D – Designated

Date of last updates to table: 4/2024

Species	Listing	Guidance	NDDOT Biologist Review Required?		Determination		Additional Documentation Included
			Yes	No	Not Present	No Effect	
Rufa Red Knot	T	**NDDOT Biologist Review required** for construction activities **occurring outside the paved or graveled surface of the roadway and** within ½ mile of designated piping plover critical habitat or known nesting sites (species is rare in North Dakota and uses similar habitats as piping plovers during their migration). See link for piping plover designated critical habitat: https://gis.dot.nd.gov/external/ge_html/?viewer=ext_wildlifemap	☐	☐	☑	☐	IPaC Species List
Dakota Skipper	T	**NDDOT Biologist Review required** for ground disturbing activities outside of the right of way in native prairie containing a high diversity of wildflowers and grasses indicative of Dakota skipper "Type A" or "Type B" habitat. Dakota skippers are not likely to be present in cropped areas, previously cropped areas, non-native hay-lands, pasture, or other grassland that is dominated by non-native species, or in areas where trees or shrubs predominate. The species may occur in some grazed lands that are dominated by native prairie vegetation. If native prairie would be impacted by the project, ETS or a consultant will need to conduct a habitat assessment for this species following the USFWS 2018 Dakota Skipper ND Survey Protocol	☐	☐	☑	☐	IPaC Species List
Northern Long-Eared Bat	E	**NDDOT Biologist Review required** for work on structures* (bridges, box culverts, SPP's and corrugated metal culverts over 4.5' in diameter), the removal of trees or buildings, or ground disturbance in areas with caves, mines, and rock crevices. ***Work on structures requires bridge/structure bat assessments, unless exempted by NDDOT Biologist**	☐	☐	☑	☐	IPaC Species List
Black-footed Ferret	E	Species is not known to exist in North Dakota at this time. Until more information becomes available for this species in North Dakota, no project-specific review is required.					
Monarch Butterfly	C	Section 7 consultations are not required for candidate species. NDDOT is a partner to the ND Monarch Butterfly and Native Pollinator Strategy and continues to implement pollinator conservation efforts across the state. Project-specific consultation for this species will not be undertaken at thistime.					
Designated Critical Habitat							
Piping Plover Critical Habitat	D	**NDDOT Biologist Review required** for ground disturbing activities **occurring outside the paved or graveled surface of the roadway and** within ½ mile of designated piping plover critical habitat or known nesting sites. See link for piping plover designated critical habitat: https://gis.dot.nd.gov/external/ge_html/?viewer=ext_wildlifemap	☐	☐	☑	☐	IPaC Species List
Poweshiek Skipperling Critical Habitat	D	**NDDOT Biologist Review required** for ground disturbing activities within 0.6 mile of Poweshiek Skipperling critical habitat. See link for Poweshiek Skipperling proposed critical habitat: https://gis.dot.nd.gov/external/ge_html/?viewer=ext_wildlifemap	☐	☐	☑	☐	IPaC Species List
Dakota Skipper Critical Habitat	D	**NDDOT Biologist Review required** for ground disturbing activities within 0.6 mile of Dakota Skipper critical habitat. See link for Dakota Skipper proposed critical habitat maps: https://gis.dot.nd.gov/external/ge_html/?viewer=ext_wildlifemap	☐	☐	☑	☐	IPaC Species List

Listing Key: E – Endangered T – Threatened C – Candidate D – Designated

Date of last updates to table: 4/2024

April 22, 2026

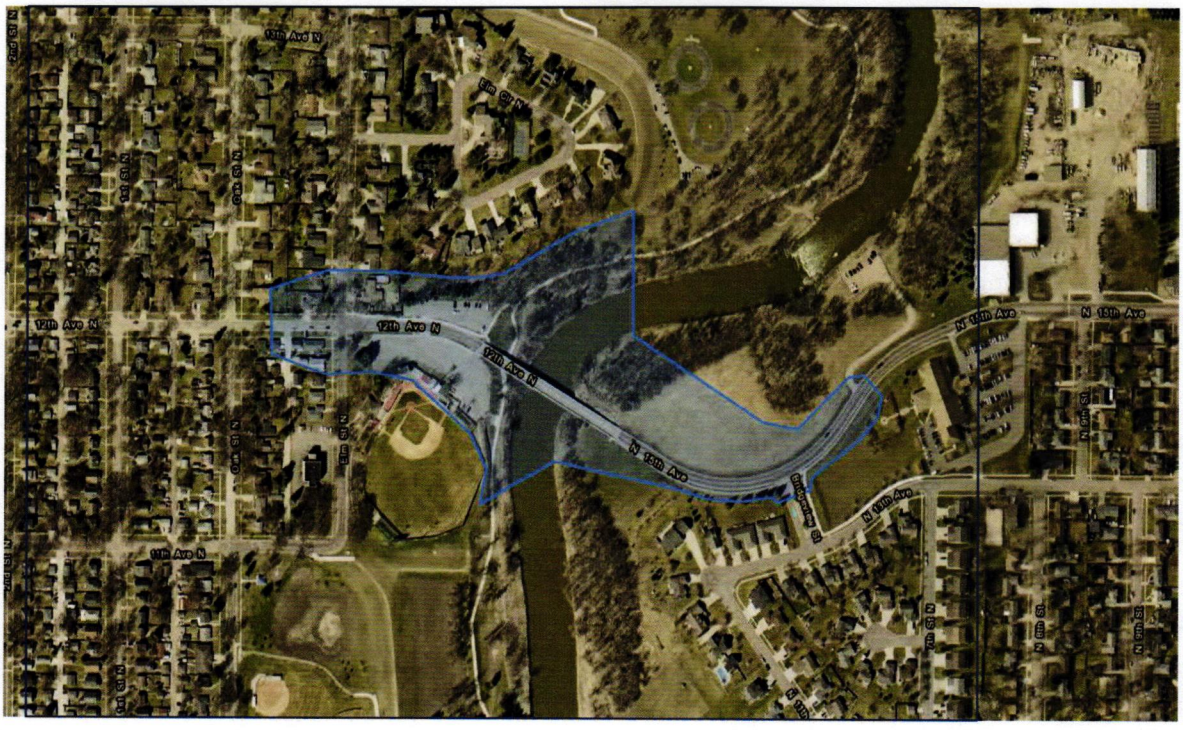
QR-25-B0– Endangered Species Act Section 7 Review
Project Code: 2024-0076856
Fargo, Cass County, North Dakota &
Moorhead, Clay County, Minnesota

No Jeopardy Determination – Suckley's Cuckoo Bumble Bee (*Bombus suckleyi*)
No Jeopardy Determination – Western Regal Fritillary (*Argynnis idalia occidentalis*)
No Jeopardy Determination – Monarch butterfly (*Danaus plexippus*)

Project Description:

The purpose of the proposed project is to provide a two-state river crossing of the Red River of the North at 12th Avenue North/15th Avenue North that maintains a continuous, year-round connection. The proposed project area is located along 12th Avenue North in Fargo, North Dakota, and 15th Avenue North in Moorhead, Minnesota, along the Red River. Residential developments, parking lots, transportation, pedestrian facilities, and recreation are the primary land uses within and directly adjacent to the project area. Recreational facilities nearby include Jack Williams Stadium and Mickelson Park and Softball Fields, Mickelson-Tricorn Bike Path, Trefoil Park, and Original Homestead Park. The project would consist of the removal and replacement of the bridge on a new alignment that would be 100 feet north of the existing alignment. The new bridge would be approximately 660-735 feet long and would consist of two 12-feet-wide driving lanes, 4-feet-wide shoulders, a 12-feet-wide shared use path on the south side of the bridge. Measured at the center of the bridge, the new bridge would be built approximately 18.5 feet higher in elevation compared to the existing bridge. The increase in elevation is required to maintain the proposed bridge low member elevation 1 foot above the post FM Diversion operation 100-year water surface elevation. The project would also resurfacing the roadways, sidewalks, and paths, grading, and construction of a retaining wall near the Jack Williams Stadium parking lot. Existing sidewalks and paths would be widened and/or realigned in some areas to meet Americans with Disability Act (ADA) standards and Public Right-of-Way Accessibility Guidelines (PROWAG). The project area is characterized by residential and recreational development.

Tree removals (<1 acre) are anticipated. Tree removals would be mitigated following City of Fargo tree replacement policies for impacts both in Fargo and Moorhead, as Moorhead does not have a tree replacement policy. MnDNR recommends tree removals be avoided from June 1 through August 15 to avoid the pup rearing season. MnDNR Public Waters Work Permit commitments require an unobstructed opening be maintained in the river throughout construction and demolition activities to maintain fish/aquatic organism movement and normal river flow. No stream diversion/bypass would occur. Erosion prevention and sediment control, and containment measures for other debris and pollutants, will be implemented to ensure minimal effects to water quality.



Action Area (blue) identified for the proposed project

Conservation Measures:

Required Avoidance and Minimization Measures (AMMs).

- Ensure all operators, employees, and contractors are aware of all FHWA/FRA/FTA (Transportation Agencies) environmental commitments, including all applicable AMMs. *Notify contractor(s) during the pre-construction meeting. Bat sightings (including sick, injured, and/or dead bats) on the project must be reported to ND FHWA (701-221-9464) within 24 hours of discovery.*
- Direct temporary lighting, if used, shall be placed away from wooded areas during the bat active season (April 1 to Nov. 14, inclusive).
- If installing new or replacing existing permanent lights, use downward-facing, full cut-off lens lights (with same intensity or less for replacement lighting); or for those transportation agencies using the BUG system developed by the Illuminating Engineering Society, be as close to 0 for all three ratings with a priority of "uplight" of 0 and "backlight" as low as practicable.
- Minimize tree clearing June 1 to Aug 15, inclusive, to avoid bat pupping season.
- Tree removal must be limited to that specified in project plans and ensure that contractors understand clearing limits and how they are marked in the field (e.g., install bright colored flagging/fencing prior to any tree clearing to ensure contractors stay within clearing limits).

Species List for the Project Action Area

A list of federally threatened, endangered, proposed and candidate species, and designated and proposed critical habitat that overlaps with the action area was requested via the Information for Planning and Consultation (IPaC) web application maintained by the U.S. Fish and Wildlife Service (requested **January 2026**). Based on this list, the project is within the range of the following:

Species	Status	Habitat
Western Regal Fritillary *Argynnis idalia occidentalis*	Proposed - Threatened	Native prairies and other open grassland habitats where violets, flowers, and native warm-season bunch grasses are present.
Suckley's Cuckoo Bumble Bee *Bombus suckleyi*	Proposed - Endangered	Grasslands and forests where host bumble bee nests are present.
Monarch Butterfly *Danaus plexippus*	Proposed - Threatened	Grassland habitats where milkweed and flowers are present.

Migratory Bird Treaty Act and Bald and Golden Eagle Protection Act

The Migratory Bird Treaty Act of 1918 (MBTA) is a federal law regulating the taking, killing, and possession of migratory birds and is administered by the U. S. Fish and Wildlife Service (Service). Under the MBTA, it is unlawful for any person to take, kill, or possess regulated species of birds. Frequently encountered birds on transportation projects subject to regulation under the MBTA include, but are not limited to, cliff swallows, bank swallows, eastern phoebes, American robins, red-winged blackbirds, mourning doves, and killdeer.

The Bald and Golden Eagle Protection Act of 1940 (BGEPA) is a federal law regulating impacts to bald and golden eagles. The BGEPA is administered by the Service. Under the BGEPA, the term "take" means to pursue, shoot, shoot at, poison, wound, kill, capture, trap, collect, molest, or disturb. Unlike protections under MBTA, both occupied and unoccupied eagle nests are protected. Construction projects, including tree clearing, occurring adjacent to eagle nests and/or important roosting areas may require seasonal avoidance and/or permitting.

This project was reviewed for potential impacts to birds protected under the MBTA and eagles protected under the BGEPA. **The USFWS will not be reviewing or commenting on impacts to migratory birds or eagles unless FHWA determines additional coordination with the USFWS is required.** Findings and avoidance measures, if required, are identified in Attachment 1. Project plans will incorporate NDDOT's SSP, Special Provisions for the Federal Migratory Bird Act.

Endangered Species Act – Section 7 Consultation

Section 7 of Endangered Species Act of 1973, as amended (Act), requires each Federal agency to review any action that it funds, authorizes or carries out to determine whether it may affect threatened, endangered, proposed species or listed critical habitat. Federal agencies (or their designated representatives) must consult with the U.S. Fish and Wildlife Service (Service) if any such effects may occur because of their actions. Consultation with the Service is not necessary if the proposed action will not directly or indirectly affect listed species or critical habitat. If a federal agency finds that an action will have no effect on listed species or critical habitat, it should maintain a written record of that finding that includes the supporting rationale.

No Jeopardy Determinations

No Jeopardy Determination – Suckley's Cuckoo Bumble Bee (*Bombus suckleyi*)

The proposed project *may affect* Suckley's Cuckoo Bumble Bee. Historically this species occurred across portions of Minnesota and North Dakota, but no extant populations are known from either state at present. Cuckoo bumble bees are parasites of other bumble bees, and Suckley's Cuckoo Bumble Bee documented hosts include the Western Bumble Bee (*Bombus occidentalis*) and Nevada Bumble Bee (*Bombus nevadensis*). The Western Bumble Bee occurs in portions of North Dakota and does not occur in Minnesota. The Nevada Bumble Bee can occur in North Dakota, with the edge of its range

occurring in Minnesota. Other potential host species include the yellow-banded bumble bee (*B. terricola*), the red-belted bumble bee (*B. rufocinctus*), the yellow bumble bee (*B. fervidus*), and the rusty-patched bumble bee (*B. affinis*). Much of the project area is converted to introduced grasses associated with urban development and are frequently mowed; therefore, it is anticipated the project area does not contain preferred habitat for the Suckley's Cuckoo Bumble Bee. Ground and vegetation disturbing activities are not expected to appreciably diminish the quality or extent of available suitable habitat within the Project's Action Area. ***Therefore, FHWA does not anticipate the proposed Action will jeopardize the continued existence of this species.***

No Jeopardy Determination – Western Regal Fritillary (*Argynnis idalia occidentalis*)

The proposed project *may affect* regal fritillary butterflies and/or suitable habitat. Much of the project area is converted to introduced grasses associated with urban development and are frequently mowed; therefore, it is anticipated the project area does not contain preferred habitat for the Western Regal Fritillary. Ground and vegetation disturbing activities are not expected to appreciably diminish the quality or extent of available suitable habitat within the project's Action Area. In addition, violets (*Viola* spp.) – the host plant for regal fritillary butterflies – are typically absent or sparse in typical roadside habitats. ***Therefore, FHWA does not anticipate the proposed action will jeopardize the continued existence of this species.***

No Jeopardy Determination – Monarch Butterfly (*Danaus plexippus*)

The proposed project *may affect* monarch butterflies and/or suitable monarch habitat. Much of the project area is converted to introduced grasses associated with urban development and are frequently mowed; therefore, it is anticipated the project area does not contain preferred habitat for the Monarch butterfly. Ground and vegetation disturbing activities are not expected to appreciably diminish the quality or extent of available suitable habitat within the project's Action Area. ***Therefore, FHWA does not anticipate the proposed action will jeopardize the continued existence of this species.***

Please contact me if there are questions or concerns.

Thank you,

KRISTEN SUE SPERRY

Digitally signed by KRISTEN SUE SPERRY
Date: 2026.04.22 16:12:18 -05'00'

Kristen Sperry
Planning Program Manager

Federal Highway Administration – North Dakota Division
4503 Coleman Street, Suite 205
Bismarck, North Dakota 58503
kristen.sperry@dot.gov
Office: (701) 221-9464

Attachment 1: MBTA & BGEPA Effect Determinations

DEPARTMENT OF TRANSPORTATION

Migratory Bird Treaty Act

Based on the proposed scope of work proposed and/or the timing of proposed work, impacts to birds protected under the Migratory Bird Treaty Act (16 U.S.C. 703-712) are not anticipated. No further action is required, however, if the proposed scope of work or proposed timing of work changes, please contact FHWA at 701-221-9464.

Learn more about the Migratory Bird Treaty Act at: https://www.fws.gov/law/migratory-bird-treaty-act-1918

Bald and Golden Eagle Protection Act

Based on the best available information, the proposed action is not anticipated to disturb, harm, or destroy a bald eagle or a bald eagle nest protected under the Bald ang Golden Eagle Protection Act (16 U.S.C. 668-668d). If a nest is found ahead of or during construction, **stop all work** within 660' of the nest and contact FHWA at 701-221-9464.

Learn more about the Bald and Golden Eagle Protection Act at: https://www.fws.gov/law/bald-and-golden-eagle-protection-act

United States Department of the Interior

FISH AND WILDLIFE SERVICE
North Dakota Ecological Services Field Office
3425 Miriam Avenue
Bismarck, ND 58501-7926
Phone: (701) 250-4481 Fax: (701) 355-8513

In Reply Refer To: 04/22/2026 20:30:58 UTC
Project Code: 2025-0110993
Project Name: Red River Bridge Replacement - 12th Ave. Fargo / 15th Ave. Moorhead, City of Fargo Project QR-25-B0

Subject: List of threatened and endangered species that may occur in your proposed project location or may be affected by your proposed project

To Whom It May Concern:

Section 7 of the Endangered Species Act

The enclosed species list identifies threatened, endangered, proposed and candidate species, as well as proposed and final designated critical habitat, that may occur within the boundary of your proposed project and/or may be affected by your proposed project. The species list fulfills the requirements of the U.S. Fish and Wildlife Service (Service) under section 7(c) of the Endangered Species Act (Act) of 1973, as amended (16 U.S.C. 1531 *et seq.*).

New information based on updated surveys, changes in the abundance and distribution of species, changed habitat conditions, or other factors could change this list. Please feel free to contact us if you need more current information or assistance regarding the potential impacts to federally proposed, listed, and candidate species and federally designated and proposed critical habitat. Please note that under 50 CFR 402.12(e) of the regulations implementing section 7 of the Act, the accuracy of this species list should be verified after 90 days. This verification can be completed formally or informally as desired. The Service recommends that verification be completed by visiting the IPaC website at regular intervals during project planning and implementation for updates to species lists and information. An updated list may be requested through the IPaC system by completing the same process used to receive the enclosed list.

The Act requires that actions authorized, funded, or carried out by Federal agencies not jeopardize federally threatened or endangered species or adversely modify designated critical habitat. To fulfill this mandate, Federal agencies (or their designated non-federal representative) must consult with the Service *if they determine their project and associated actions "may affect" listed species or critical habitat.* If Federal agencies or their non-federal representatives determine their project and associated actions will have "no effect" on listed species, their habitats, or designated critical habitat, consultation is not required. However, if a "no effect" is determined, we recommend that you maintain a written record in support of your conclusion.

Bald and Golden Eagle Protection Act and Migratory Bird Treaty Act

Additionally, while not all are listed as threatened or endangered, eagles and migratory birds have protections under the Bald and Golden Eagle Protection Act (BGEPA) and the Migratory Bird Treaty Act (MBTA). The BGEPA prohibits take which is defined as, "pursue, shoot, shoot at, poison, wound, kill, capture, trap, collect, destroy, molest, or disturb" (50 CFR 22.3). Disturb is defined in regulations as, "to agitate or bother a bald or golden eagle to a degree that causes, or is likely to cause, based on the best scientific information available, 1) injury to an eagle, 2) decrease in its productivity, by substantially interfering with normal breeding, feeding, or sheltering behavior, or 3) nest abandonment, by substantially interfering with normal breeding, feeding, or sheltering behavior.". The MBTA makes it unlawful without a waiver to pursue, hunt, take, capture, kill, or sell birds listed as migratory birds, including eagles. The statute does not discriminate between live or dead birds and also grants full protection to any bird parts including feathers, eggs, and nests.

Service Property Interests

As part of the National Wildlife Refuge System, the Service administers fee title Refuge and Waterfowl Production Areas, as well as wetland and grassland easements, throughout North Dakota. For exact locations of Service interest lands, please contact the appropriate Wetland Management Districts (WMD) for guidance regarding FWS easements.

Northwest ND WMD Complex: Kyle Flanery, (701) 768-2548
Eastern ND WMD Complex: Dave Azure, (701) 285-3341
Central ND WMD Complex (also covers south and west): Todd Luke, (701) 442-5474

Note: IPaC has provided all available attachments because this project is in multiple field office jurisdictions.

Attachment(s):

- Official Species List
- USFWS National Wildlife Refuges and Fish Hatcheries
- Bald & Golden Eagles
- Migratory Birds
- Wetlands

OFFICIAL SPECIES LIST

This list is provided pursuant to Section 7 of the Endangered Species Act, and fulfills the requirement for Federal agencies to "request of the Secretary of the Interior information whether any species which is listed or proposed to be listed may be present in the area of a proposed action".

This species list is provided by:

North Dakota Ecological Services Field Office
3425 Miriam Avenue
Bismarck, ND 58501-7926
(701) 250-4481

This project's location is within the jurisdiction of multiple offices. However, only one species list document will be provided for all offices. The species and critical habitats in this document reflect the aggregation of those that fall in each of the affiliated office's jurisdiction. Other offices affiliated with the project:

Minnesota-Wisconsin Ecological Services Field Office
3815 American Blvd East
Bloomington, MN 55425-1659
(952) 858-0793

PROJECT SUMMARY

Project Code: 2025-0110993

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

Project Type: Bridge - Replacement

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

The project will raise the bridge above the post Fargo-Moorhead Area Diversion (FM Diversion) Project 100-year floodplain. The build alternative would consist of the removal and replacement of the bridge on a new alignment that would be just approximately 100 feet north of the existing alignment. West of the Red River, 12th Ave N/15th Ave N will generally maintain its current existing alignment to minimize impacts on the adjacent Fargo Parks properties immediately north and south of the roadway. East of the Red River, the alignment will be shifted north within a lot owned by the City of Moorhead. The bridge will be raised approximately 18.5' higher than it is today, as measured from the crown of the bridge at the current low point in the structure to the low point of the proposed structure. The proposed bridge is anticipated to be a 5 span steel girder bridge spanning the Red River, with an overall length of the bridge anticipated to be approximately 660' to 735' long.

The project would also include resurfacing the roadways and sidewalks and paths, grading, and construction of a retaining wall near the Jack Williams Stadium parking lots. Existing sidewalks and paths would be widened and/or realigned in some areas to meet Americans with Disability Act (ADA) standards and Public Right-of-Way Accessibility Guidelines (PROWAG).

Easements and R/W acquisition, wetland impacts, and tree removals are anticipated, but exact quantities are unknown at this time, as project design is progressing. The construction year is currently unknown.

Project Location:

The approximate location of the project can be viewed in Google Maps: https://www.google.com/maps/@46.890050200000005,-96.7752081458506,14z

Counties: Minnesota and North Dakota

ENDANGERED SPECIES ACT SPECIES

There is a total of 3 threatened, endangered, or candidate species on this species list.

Species on this list should be considered in an effects analysis for your project and could include species that exist in another geographic area. For example, certain fish may appear on the species list because a project could affect downstream species.

IPaC does not display listed species or critical habitats under the sole jurisdiction of NOAA Fisheries[1], as USFWS does not have the authority to speak on behalf of NOAA and the Department of Commerce.

See the "Critical habitats" section below for those critical habitats that lie wholly or partially within your project area under this office's jurisdiction. Please contact the designated FWS office if you have questions.

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1. NOAA Fisheries, also known as the National Marine Fisheries Service (NMFS), is an office of the National Oceanic and Atmospheric Administration within the Department of Commerce.

INSECTS

NAME	STATUS
Monarch Butterfly *Danaus plexippus* There is **proposed** critical habitat for this species. Your location does not overlap the critical habitat. Species profile: https://ecos.fws.gov/ecp/species/9743	Proposed Threatened
Suckley's Cuckoo Bumble Bee *Bombus suckleyi* Population: No critical habitat has been designated for this species. Species profile: https://ecos.fws.gov/ecp/species/10885 General project design guidelines: https://ipac.ecosphere.fws.gov/project/XAGJ6RZZF5HYJKTQUQ5X5FPVBY/documents/generated/9852.pdf	Proposed Endangered
Western Regal Fritillary *Argynnis idalia occidentalis* No critical habitat has been designated for this species. Species profile: https://ecos.fws.gov/ecp/species/12017	Proposed Threatened

CRITICAL HABITATS

THERE ARE NO CRITICAL HABITATS WITHIN YOUR PROJECT AREA UNDER THIS OFFICE'S JURISDICTION.

YOU ARE STILL REQUIRED TO DETERMINE IF YOUR PROJECT(S) MAY HAVE EFFECTS ON ALL ABOVE LISTED SPECIES.

USFWS NATIONAL WILDLIFE REFUGE LANDS AND FISH HATCHERIES

Any activity proposed on lands managed by the National Wildlife Refuge system must undergo a 'Compatibility Determination' conducted by the Refuge. Please contact the individual Refuges to discuss any questions or concerns.

THERE ARE NO REFUGE LANDS OR FISH HATCHERIES WITHIN YOUR PROJECT AREA.

BALD & GOLDEN EAGLES

Bald and Golden Eagles are protected under the Bald and Golden Eagle Protection Act [2] and the Migratory Bird Treaty Act (MBTA) [1]. Any person or organization who plans or conducts activities that may result in impacts to Bald or Golden Eagles, or their habitats, should follow appropriate regulations and consider implementing appropriate avoidance and minimization measures, as described in the various links on this page.

---

1. The Bald and Golden Eagle Protection Act of 1940.
2. The Migratory Birds Treaty Act of 1918.

3. 50 C.F.R. Sec. 10.12 and 16 U.S.C. Sec. 668(a)

There are Bald Eagles and/or Golden Eagles in your project area.

Measures for Proactively Minimizing Eagle Impacts
For information on how to best avoid and minimize disturbance to nesting bald eagles, please review the National Bald Eagle Management Guidelines. You may employ the timing and activity-specific distance recommendations in this document when designing your project/ activity to avoid and minimize eagle impacts. For bald eagle information specific to Alaska, please refer to Bald Eagle Nesting and Sensitivity to Human Activity.

The FWS does not currently have guidelines for avoiding and minimizing disturbance to nesting Golden Eagles. For site-specific recommendations regarding nesting Golden Eagles, please consult with the appropriate Regional Migratory Bird Office or Ecological Services Field Office.

If disturbance or take of eagles cannot be avoided, an incidental take permit may be available to authorize any take that results from, but is not the purpose of, an otherwise lawful activity. For assistance making this determination for Bald Eagles, visit the Do I Need A Permit Tool. For assistance making this determination for golden eagles, please consult with the appropriate Regional Migratory Bird Office or Ecological Services Field Office.

Ensure Your Eagle List is Accurate and Complete
If your project area is in a poorly surveyed area in IPaC, your list may not be complete and you may need to rely on other resources to determine what species may be present (e.g. your local FWS field office, state surveys, your own surveys). Please review the Supplemental Information on Migratory Birds and Eagles, to help you properly interpret the report for your specified location, including determining if there is sufficient data to ensure your list is accurate.

For guidance on when to schedule activities or implement avoidance and minimization measures to reduce impacts to bald or golden eagles on your list, see the "Probability of Presence Summary" below to see when these bald or golden eagles are most likely to be present and breeding in your project area.

NAME	BREEDING SEASON
Bald Eagle *Haliaeetus leucocephalus* This is not a Bird of Conservation Concern (BCC) in this area, but warrants attention because of the Eagle Act or for potential susceptibilities in offshore areas from certain types of development or activities. https://ecos.fws.gov/ecp/species/1626	Breeds Dec 1 to Aug 31
Golden Eagle *Aquila chrysaetos* This is not a Bird of Conservation Concern (BCC) in this area, but warrants attention because of the Eagle Act or for potential susceptibilities in offshore areas from certain types of development or activities. https://ecos.fws.gov/ecp/species/1680	Breeds Jan 1 to Aug 31

PROBABILITY OF PRESENCE SUMMARY

The graphs below provide our best understanding of when birds of concern are most likely to be present in your project area. This information can be used to tailor and schedule your project activities to avoid or minimize impacts to birds. Please make sure you read "Supplemental Information on Migratory Birds and Eagles", specifically the FAQ section titled "Proper Interpretation and Use of Your Migratory Bird Report" before using or attempting to interpret this report.

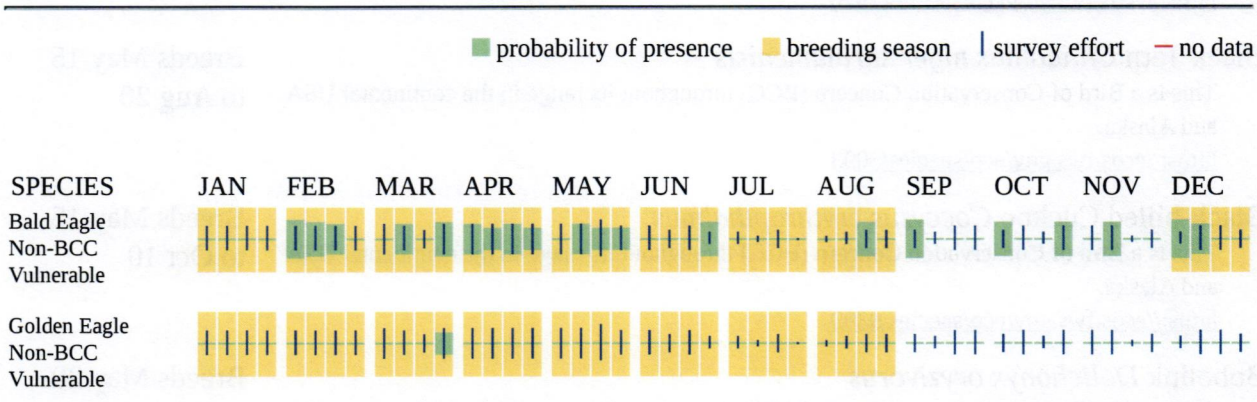
Probability of Presence (▪)

Green bars; the bird's relative probability of presence in the 10km grid cell(s) your project overlaps during that week of the year.

Breeding Season (▪)
Yellow bars; liberal estimate of the timeframe inside which the bird breeds across its entire range.

Survey Effort (|)
Vertical black lines; the number of surveys performed for that species in the 10km grid cell(s) your project area overlaps.

No Data (–)
A week is marked as having no data if there were no survey events for that week.



Additional information can be found using the following links:

- Eagle Management https://www.fws.gov/program/eagle-management
- Measures for avoiding and minimizing impacts to birds https://www.fws.gov/library/collections/avoiding-and-minimizing-incidental-take-migratory-birds
- Nationwide avoidance and minimization measures for birds https://www.fws.gov/sites/default/files/documents/nationwide-standard-conservation-measures.pdf
- Supplemental Information for Migratory Birds and Eagles in IPaC https://www.fws.gov/media/supplemental-information-migratory-birds-and-bald-and-golden-eagles-may-occur-project-action

MIGRATORY BIRDS

The Migratory Bird Treaty Act (MBTA) [1] prohibits the take (including killing, capturing, selling, trading, and transport) of protected migratory bird species without prior authorization by the Department of Interior U.S. Fish and Wildlife Service (Service).

1. The Migratory Birds Treaty Act of 1918.
2. The Bald and Golden Eagle Protection Act of 1940.
3. 50 C.F.R. Sec. 10.12 and 16 U.S.C. Sec. 668(a)

For guidance on when to schedule activities or implement avoidance and minimization measures to reduce impacts to migratory birds on your list, see the "Probability of Presence Summary" below to see when these birds are most likely to be present and breeding in your project area.

NAME	BREEDING SEASON
Bald Eagle *Haliaeetus leucocephalus* This is not a Bird of Conservation Concern (BCC) in this area, but warrants attention because of the Eagle Act or for potential susceptibilities in offshore areas from certain types of development or activities. https://ecos.fws.gov/ecp/species/1626	Breeds Dec 1 to Aug 31
Black Tern *Chlidonias niger surinamenisis* This is a Bird of Conservation Concern (BCC) throughout its range in the continental USA and Alaska. https://ecos.fws.gov/ecp/species/3093	Breeds May 15 to Aug 20
Black-billed Cuckoo *Coccyzus erythropthalmus* This is a Bird of Conservation Concern (BCC) throughout its range in the continental USA and Alaska. https://ecos.fws.gov/ecp/species/9399	Breeds May 15 to Oct 10
Bobolink *Dolichonyx oryzivorus* This is a Bird of Conservation Concern (BCC) throughout its range in the continental USA and Alaska. https://ecos.fws.gov/ecp/species/9454	Breeds May 20 to Jul 31
California Gull *Larus californicus* This is a Bird of Conservation Concern (BCC) throughout its range in the continental USA and Alaska. https://ecos.fws.gov/ecp/species/10955	Breeds Mar 1 to Jul 31
Chestnut-collared Longspur *Calcarius ornatus* This is a Bird of Conservation Concern (BCC) throughout its range in the continental USA and Alaska. https://ecos.fws.gov/ecp/species/9437	Breeds May 1 to Aug 10

NAME	BREEDING SEASON
Chimney Swift *Chaetura pelagica* This is a Bird of Conservation Concern (BCC) throughout its range in the continental USA and Alaska. https://ecos.fws.gov/ecp/species/9406	Breeds Mar 15 to Aug 25
Eastern Whip-poor-will *Antrostomus vociferus* This is a Bird of Conservation Concern (BCC) throughout its range in the continental USA and Alaska. https://ecos.fws.gov/ecp/species/10678	Breeds May 1 to Aug 20
Franklin's Gull *Leucophaeus pipixcan* This is a Bird of Conservation Concern (BCC) throughout its range in the continental USA and Alaska. https://ecos.fws.gov/ecp/species/10567	Breeds May 1 to Jul 31
Golden Eagle *Aquila chrysaetos* This is not a Bird of Conservation Concern (BCC) in this area, but warrants attention because of the Eagle Act or for potential susceptibilities in offshore areas from certain types of development or activities. https://ecos.fws.gov/ecp/species/1680	Breeds Jan 1 to Aug 31
Golden-winged Warbler *Vermivora chrysoptera* This is a Bird of Conservation Concern (BCC) throughout its range in the continental USA and Alaska. https://ecos.fws.gov/ecp/species/8745	Breeds May 1 to Jul 20
Grasshopper Sparrow *Ammodramus savannarum perpallidus* This is a Bird of Conservation Concern (BCC) only in particular Bird Conservation Regions (BCRs) in the continental USA https://ecos.fws.gov/ecp/species/8329	Breeds Jun 1 to Aug 20
Le Conte's Sparrow *Ammospiza leconteii* This is a Bird of Conservation Concern (BCC) throughout its range in the continental USA and Alaska. https://ecos.fws.gov/ecp/species/9469	Breeds Jun 1 to Aug 15
Lesser Yellowlegs *Tringa flavipes* This is a Bird of Conservation Concern (BCC) throughout its range in the continental USA and Alaska. https://ecos.fws.gov/ecp/species/9679	Breeds elsewhere
Long-eared Owl *asio otus* This is a Bird of Conservation Concern (BCC) throughout its range in the continental USA and Alaska. https://ecos.fws.gov/ecp/species/3631	Breeds Mar 1 to Jul 15
Northern Harrier *Circus hudsonius* This is a Bird of Conservation Concern (BCC) only in particular Bird Conservation Regions (BCRs) in the continental USA https://ecos.fws.gov/ecp/species/8350	Breeds Apr 1 to Sep 15

NAME	BREEDING SEASON
Red-headed Woodpecker *Melanerpes erythrocephalus* This is a Bird of Conservation Concern (BCC) throughout its range in the continental USA and Alaska. https://ecos.fws.gov/ecp/species/9398	Breeds May 10 to Sep 10
Short-billed Dowitcher *Limnodromus griseus* This is a Bird of Conservation Concern (BCC) throughout its range in the continental USA and Alaska. https://ecos.fws.gov/ecp/species/9480	Breeds elsewhere
Western Grebe *Aechmophorus occidentalis* This is a Bird of Conservation Concern (BCC) throughout its range in the continental USA and Alaska. https://ecos.fws.gov/ecp/species/6743	Breeds Jun 1 to Aug 31
Willet *Tringa semipalmata* This is a Bird of Conservation Concern (BCC) throughout its range in the continental USA and Alaska. https://ecos.fws.gov/ecp/species/10669	Breeds Apr 20 to Aug 5

PROBABILITY OF PRESENCE SUMMARY

The graphs below provide our best understanding of when birds of concern are most likely to be present in your project area. This information can be used to tailor and schedule your project activities to avoid or minimize impacts to birds. Please make sure you read "Supplemental Information on Migratory Birds and Eagles", specifically the FAQ section titled "Proper Interpretation and Use of Your Migratory Bird Report" before using or attempting to interpret this report.

Probability of Presence (■)

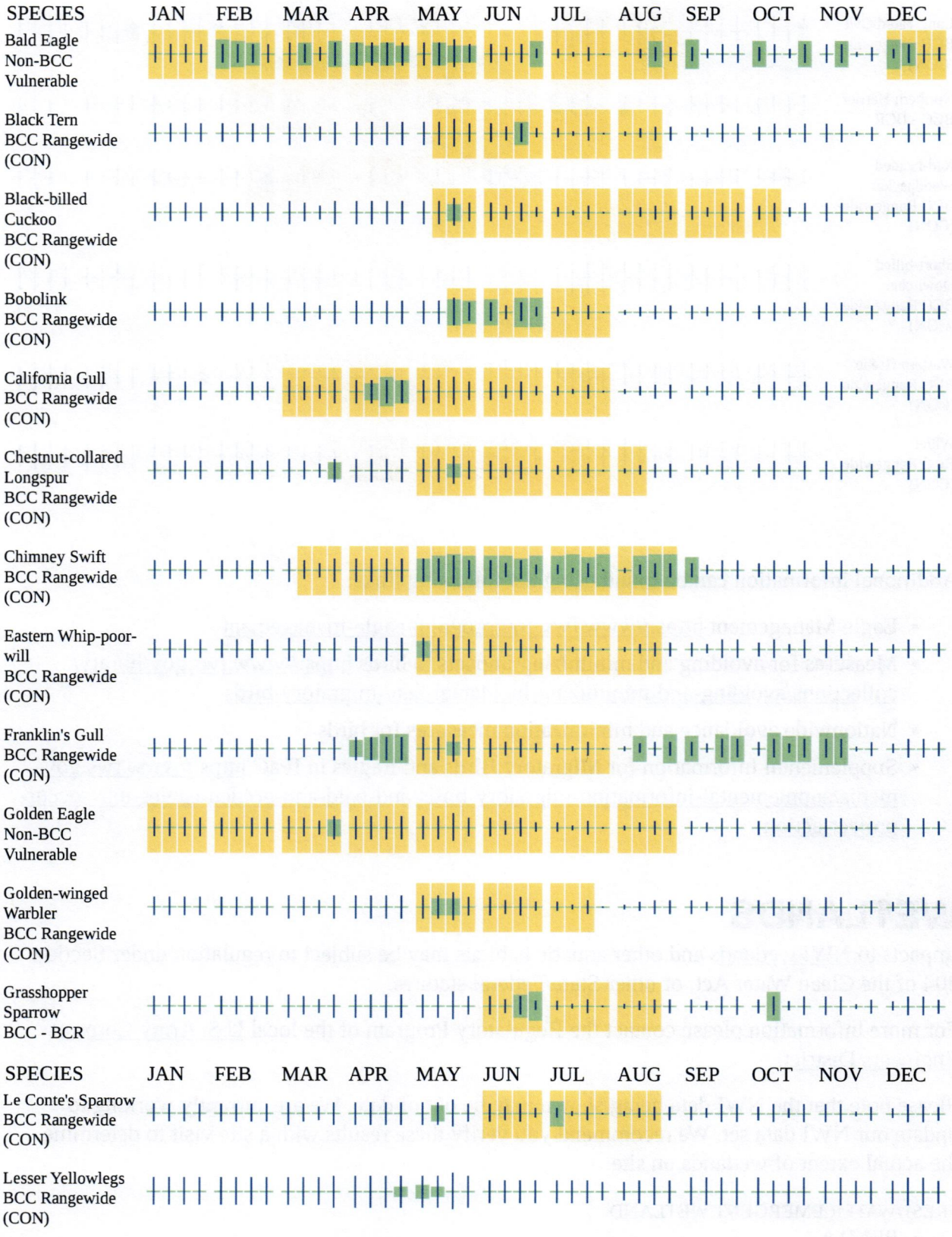
Green bars; the bird's relative probability of presence in the 10km grid cell(s) your project overlaps during that week of the year.

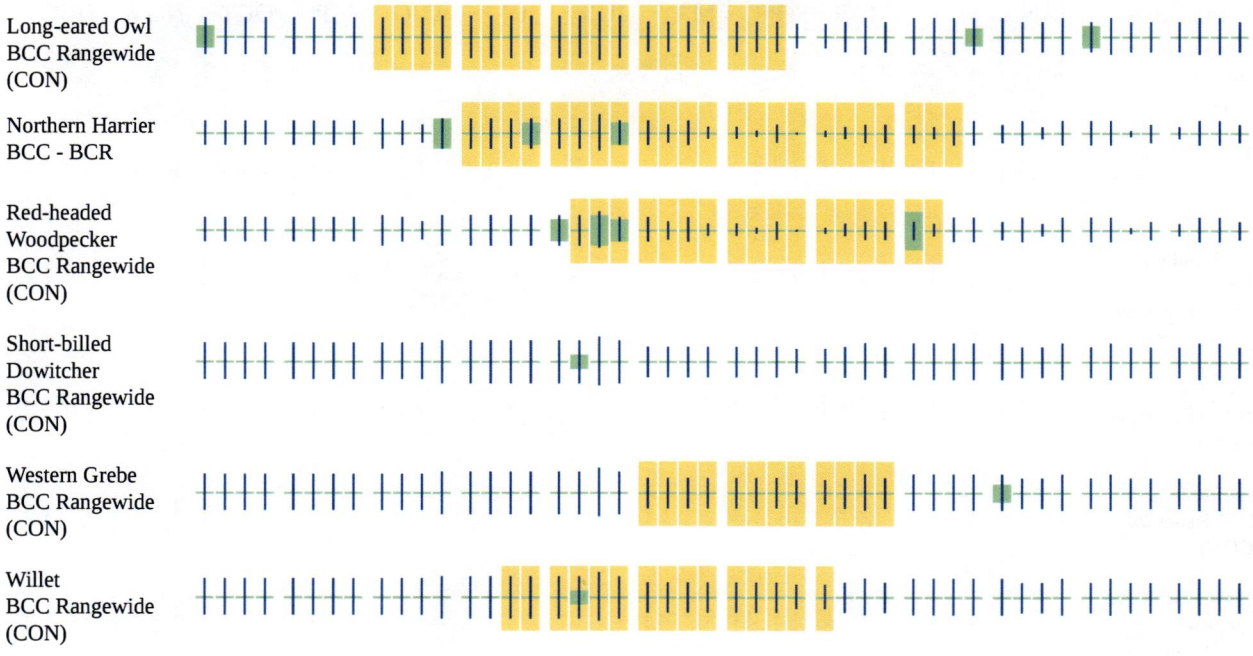
Breeding Season (■)
Yellow bars; liberal estimate of the timeframe inside which the bird breeds across its entire range.

Survey Effort (|)
Vertical black lines; the number of surveys performed for that species in the 10km grid cell(s) your project area overlaps.

No Data (–)
A week is marked as having no data if there were no survey events for that week.

■ probability of presence ■ breeding season | survey effort – no data


SPECIES
JAN
FEB
MAR
APR
MAY
JUN
JUL
AUG
SEP
OCT
NOV
DEC
Bald Eagle
Non-BCC
Vulnerable
Black Tern
BCC Rangewide
(CON)
Black-billed
Cuckoo
BCC Rangewide
(CON)
Bobolink
BCC Rangewide
(CON)
California Gull
BCC Rangewide
(CON)
Chestnut-collared
Longspur
BCC Rangewide
(CON)
Chimney Swift
BCC Rangewide
(CON)
Eastern Whip-poor-
will
BCC Rangewide
(CON)
Franklin's Gull
BCC Rangewide
(CON)
Golden Eagle
Non-BCC
Vulnerable
Golden-winged
Warbler
BCC Rangewide
(CON)
Grasshopper
Sparrow
BCC - BCR
SPECIES
JAN
FEB
MAR
APR
MAY
JUN
JUL
AUG
SEP
OCT
NOV
DEC
Le Conte's Sparrow
BCC Rangewide
(CON)
Lesser Yellowlegs
BCC Rangewide
(CON)



Additional information can be found using the following links:

- Eagle Management https://www.fws.gov/program/eagle-management
- Measures for avoiding and minimizing impacts to birds https://www.fws.gov/library/collections/avoiding-and-minimizing-incidental-take-migratory-birds
- Nationwide avoidance and minimization measures for birds
- Supplemental Information for Migratory Birds and Eagles in IPaC https://www.fws.gov/media/supplemental-information-migratory-birds-and-bald-and-golden-eagles-may-occur-project-action

WETLANDS

Impacts to NWI wetlands and other aquatic habitats may be subject to regulation under Section 404 of the Clean Water Act, or other State/Federal statutes.

For more information please contact the Regulatory Program of the local U.S. Army Corps of Engineers District.

Please note that the NWI data being shown may be out of date. We are currently working to update our NWI data set. We recommend you verify these results with a site visit to determine the actual extent of wetlands on site.

FRESHWATER EMERGENT WETLAND

- PEM1A

RIVERINE

- R2UBH

FRESHWATER FORESTED/SHRUB WETLAND

- PFO1A

IPAC USER CONTACT INFORMATION

Agency: Fargo city
Name: Casey Engelhard
Address: 300 23rd Ave East, Suite 100
City: West Fargo
State: ND
Zip: 58078
Email casey.engelhard@kljeng.com
Phone: 7012714842

LEAD AGENCY CONTACT INFORMATION

Lead Agency: Federal Highway Administration

Appendix D
Wildlife Accommodations

July 1, 2025

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

The City of Fargo is working on preliminary design and environmental clearance to replace the bridge crossing over the Red River of the North (Red River) connecting 12th Avenue North in Fargo, Cass County, North Dakota, and 15th Avenue North in Moorhead, Clay County, Minnesota.

Existing conditions:

The bridge to be replaced, National Bridge Inventory Structure No. FRGO31, is an approximately 500-foot-long prestressed concrete stringer bridge that was built in 1988. It consists of two concrete surface driving lanes, a width of 32 feet, concrete curbs, metal railings, guardrail, a pedestrian sidewalk, lighting, and a chain link safety fence. A shared-use path named Mickelson-Tricorn Bike Path is present underneath the bridge running parallel to west bank of the Red River of the North.

Figure 1: View of the west bank (left) and east bank (right) of the existing bridge to be replaced. A wide, natural, surface is located underneath the existing bridge along both banks.

Proposed Project:

The bridge serves as a critical two-state river crossing connecting North Dakota and Minnesota within the Fargo-Moorhead metropolitan area. Alternatives to maintain the existing bridge alignment along with potential realignments connecting 12th Avenue and 15th Avenue on both sides of the Red River will be evaluated. The proposed bridge alternatives will be developed to raise the bridge from its existing elevation to address closures during flood events by raising the structure out of the future, post-FM Diversion 100-year FEMA floodplain.

In addition, the project would include roadway grading and placement of rock riprap in the stream channel mitigate erosion concerns. The rock riprap would be placed in a manner to ensure natural substrates develop, facilitating fish and aquatic organism movement. Traffic lane width, easements and R/W acquisition, ditch profiles, depth of ground disturbance and excavation, and other project components are unknown at this time, as project design progress is still underway.

Wildlife Accommodations:

The Red River of the North provides a suitable travel corridor for wildlife to utilize. Adjacent lands north and south of the proposed alternatives have a variable width of wooded corridor that may accommodate a variety of wildlife species. Google maps street imagery indicates a variety of wildlife tracks on the snow and ice in the wintertime. The west bank and adjacent lands consist of a thin wooded corridor, a park, a shared use path, and other urban developments immediately outside of the bank. The east bank and adjacent lands consist of a thin wooded corridor and urban developments. The project design would include a combination of earth and riprap typically seen of bridges crossing the Red River in this area. Additionally, rock riprap is proposed to be placed in a manner that allows for natural sedimentation to occur and the channel bottom grade to remain the same as previous conditions to facilitate movement of aquatic organisms.

Please let us know if you recommend any additional wildlife accommodations for this structure.

SCOTT MIDDAUGH, PE
Environmental Project Manager

sm/ce

Casey Engelhard

From: Casey Engelhard
Sent: Monday, July 28, 2025 9:25 AM
To: Casey Engelhard
Subject: FW: QR-25-B0 - 12th Ave Bridge Replacement, Fargo

From: Carson, Melissa (FHWA) <melissa.carson@dot.gov>
Sent: Monday, July 28, 2025 9:04 AM
To: Scott Middaugh <Scott.Middaugh@kljeng.com>
Cc: Adam Ruud <aruud@houstoneng.com>; Jeremy McLaughlin <jmclaughlin@houstoneng.com>; Brigid Gombold <Brigid.Gombold@kljeng.com>
Subject: RE: QR-25-B0 - 12th Ave Bridge Replacement, Fargo

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

Sorry for the delay on this, It got buried in my to do list. At this time there are no additional wildlife accommodations recommended for this project.

Melissa Carson
Program Manager
FHWA - North Dakota Division
4503 Coleman Street, Suite 205
Bismarck, North Dakota 58503
Office: (701) 221-9470

From: Scott Middaugh <Scott.Middaugh@kljeng.com>
Sent: Tuesday, July 1, 2025 4:04 PM
To: Carson, Melissa (FHWA) <melissa.carson@dot.gov>
Cc: Adam Ruud <aruud@houstoneng.com>; Jeremy McLaughlin <jmclaughlin@houstoneng.com>; Brigid Gombold <Brigid.Gombold@kljeng.com>
Subject: QR-25-B0 - 12th Ave Bridge Replacement, Fargo

CAUTION: This email originated from outside of the Department of Transportation (DOT). Do not click on links or open attachments unless you recognize the sender and know the content is safe.

Melissa,

Please see the attached memo regarding wildlife accommodations for the referenced project. Let us know if there are any wildlife accommodations recommended for this project.

Thanks,

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

Appendix E
Wetland Information

Wetland Impact Table

Wetland Impact																			
					Wetland Impacts Acre(s)		Mitigation Proposed			USACE/11990 Bank		11990 Bank		Onsite Mitigation Method			Onsite Constructed Location	
Wetland Number	Location	Wetland Type	Wetland Feature	USACE Jurisdictional Wetlands[1]	Temp.	Perm.	EO 11990	USACE	USFWS	Location	Acre(s)	Location	Acre(s)	Mitigation Location; Ratio	Ditch Shift Acre(s)	Onsite Acre(s)	Onsite Constructed Site #	Onsite Constructed Size Acre(s)
1	Sec 5 T-139-N R-48W	Basin	Natural	Y	0.027	0.059	Y	N				BWSR LGWRP	0.118					
				Totals	**0.027**	**0.059**					**0.000**		**0.118**					

Other Waters and Streams Impact Table

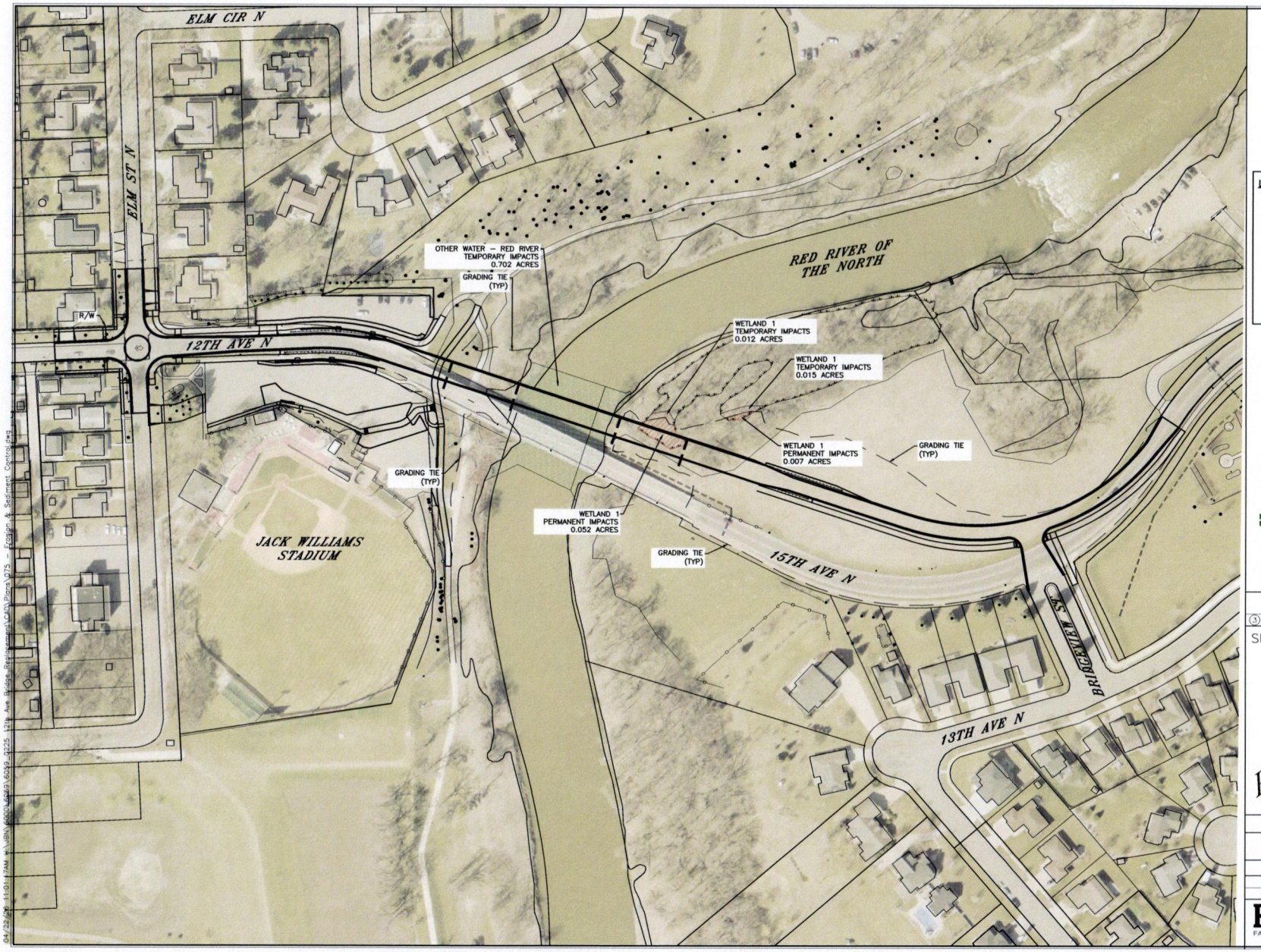
					Impacts to Other Waters Acres				Other Water Mitigation							
									Mitigation Proposed		USACE Mitigation Bank		Onsite Mitigaiton Method		Onsite Constructed Location	
Number	Location	Type	Feature	USACE Jurisdictional[1]	Temp.	Perm. (total Loss + no Loss)	Perm. (Loss)	Perm. (No Loss)	EO 11990	USACE	Location	Acre(s)	Mitigation Location; ratio	Acre(s)	Onsite Constructed Site #	Onsite Constructed Size Acre(s)
OW-Red River	Sec 5/32 T-139/140-N R-48-W	Perennial Stream	Natural	Y	0.702	0.000			N	N						
				Totals	**0.702**	**0.000**										

Impact Summary Table

Permanent Impact Summary		Temporary Impacts and additional information	
Wetland Type	Total Acre(s)	WaterType	Total Acre(s)
Natural/JD (Fill/Drain)	0.059	Temporary Wetland JD	0.027
Natural/Non-JD (Fill/Drain)	0.000	Non-JD Wetland Temporary	0.000
Artificial/JD (Fill/Drain)	0.000		
Artificial /Non-JD (Fill/Drain))	0.000	Permanent OW	0.000
Total	**0.059**	Temporary OW	0.702

Mitigation Summary Table

	Location	Ditch Shift Acre(s)	Onsite Acre(s)	11990 Bank Acre(s)	USACE/11990 Bank Acre(s)	USFWS Bank Acre(s)
USACE Only						
EO 11990 Only	BWSR LGWRP			0.118		
USACE/11990						
USFWS						
Total		0	0	0.118	0	0



LEGEND:

- PERMANENT IMPACT
- TEMPORARY IMPACT
- OTHER WATER IMPACT–TEMPORARY
- OTHER WATER IMPACT–PERMANENT

HOUSTON engineering, inc.

ALL ELEVATIONS ARE BASED ON NAVD 88 DATUM (PRE-GEOID18). (UNLESS NOTED OTHERWISE)

ADDENDUM & CONSTRUCTION REVISIONS

3 | 2 | 1

SEAL

PRELIMINARY

Preliminary Wetland Impacts

12th Ave Bridge Replacement

QR-25-B0

DESIGN BY: AMK	CHECKED BY: LJB
DRAWN BY: JER	ORIG DATE: April 2026

THE CITY OF Fargo FAR MORE

SECTION NO.	SHEET NO.
075	1

04/22/26 11:01 AM K:\ENG\2000 Legacy\6039.4225 12th Ave Bridge Replacement\Civil\Plans\075 - Fcstgn & Sediment Control.dwg

Appendix F
Section 4(f) Documentation

U.S. Department of Transportation
Federal Highway Administration

North Dakota Division

4503 Coleman Street, Suite 205
Bismarck, North Dakota 58503
Phone 701-250-4204
Fax 701-250-4395

April 14, 2026

Dave Bietz
Deputy Director of Operations
Fargo Park District
6100 38th Street South 58104

Subject: City of Fargo Project No. QR-25-B0
Red River Bridge Replacement
Fargo, ND and Moorhead, MN

Dear Mr. Bietz:

The City of Fargo, in cooperation with the City of Moorhead and the Federal Highway Administration (FHWA), is proposing to replace the existing bridge crossing over the Red River connecting 12th Avenue North in Fargo, ND and 15th Avenue North in Moorhead, MN. See the enclosed project location map. 12th Avenue North is adjacent to Jack Williams Stadium, Mickelson-Tricorn Shared Use Path, and Trefoil Park, all managed by the Fargo Park District.

The Build Alternative would include reconstructing the roadways, sidewalks, and paths, grading, and construction of a retaining wall near the Jack Williams Stadium parking lots. Impacts to the Jack Williams Stadium would include relocating the parking lot entrance from the north side of the parking lot to the west side. The relocation is necessary to avoid future traffic operations impacts. Parking reconfiguration to parking lots both north and south of 12th Avenue would be required. The north parking lot would be expanded in the northeast corner to accommodate parking. Overall, parking spaces between the two lots would be maintained or increased compared to the current configuration. Traffic flow would be altered in both parking lots compared to current traffic operations. The addition of an ADA-compliant route from the shared use path to the main entrance of the stadium is also included, which would benefit the Fargo Park District properties by improving accessibility to the stadium from the parking lots and shared use paths.

The existing Fargo Mickelson/Tricorn Bike Path within Trefoil Park would be realigned upslope underneath the proposed bridge to cross at a higher elevation, improving the accessibility of the path during high water conditions. Approximately 10 to 15 feet of vertical clearance would be maintained due to the new bridge being built at a higher elevation.

The Jack Williams Stadium, Mickelson-Tricorn Shared Use Path, and Trefoil Park are protected under Section 4(f) of the Department of Transportation Act of 1966 as assumed due to the recreational nature of the facilities. Section 4(f) of the Transportation Act prohibits FHWA from authorizing actions that result in a use of Section 4(f) properties, including public parks, recreation areas, wildlife refuges or lands of historic significance, unless there are no prudent and feasible avoidance alternatives and the action includes all possible planning to minimize harm.

However, under 23 CFR 774.13, FHWA has identified various exceptions to the requirements for Section 4(f) authorization. One exception, identified in 23 CFR 774.13(d), *temporary occupancies of land that are so minimal as to not constitute a use*. The temporary occupancy of the land during construction will be so minimal that it will not constitute a use within the meaning of Section 4(f) per the following criteria:

1. *Duration (of the occupancy) must be temporary, i.e., less than the time needed for construction of the project, and there should be no change in ownership of the land.*

   The Section 4(f) properties will be occupied only for the duration required for construction of the project. No permanent or temporary easements would be acquired from the Fargo Park District; rather a memorandum of agreement will be completed between the City of Fargo and the Fargo Park District to accommodate the temporary construction and long-term maintenance of the improvements. Therefore, no changes in ownership of the land will be realized as a result of the construction of the proposed project.

2. *Scope of the work must be minor, i.e., both the nature and magnitude of the changes to the Section 4(f) resource are minimal.*

   Temporary impacts would occur during construction of the roadway, bridge, parking lot, and Mickelson-Tricorn Shared Use Path improvements. The expected temporary impacts will occur as outlined within the memorandum of agreement and will not change the intended use of the 4(f) resources.

3. *There are no anticipated permanent adverse physical impacts, nor will there be interference with the protected activities, features, or attributes of the property, on either a temporary or permanent basis.*

   No permanent adverse impacts to the Section 4(f) properties will be observed as a result of this project; nor shall there be any interference with the protected activities, features, or attributes of the properties or their use. Access to Jack Williams Stadium's events will be maintained during construction; however, parking availability may be limited. Access to the Mickelson-Tricorn Shared Use Path will be maintained during construction through use of a temporary pedestrian detour. Access to Trefoil Park will be maintained during construction. Ultimately, improvements are expected to improve continued access to these Section 4(f) properties through improving access to the Mickelson-Tricorn Shared Use Path during high-water events and improving access to the Trefoil Park and Jack Wiliams Stadium during flood events.

4. *The land being used must be fully restored, i.e., the resource must be returned to a condition which is at least as good as that which existed prior to the project.*

   None of the Section 4(f) properties will have permanent adverse impacts due to the bridge and roadway work on 12th Avenue North. Disturbed areas will be reseeded following construction.

5. *There must be documented agreement of the appropriate Federal, State, or local officials having jurisdiction over the resource regarding the above conditions.*

   As requested, with this letter, FHWA is requesting concurrence from the Fargo Park District regarding the outlined conditions.

   It is our opinion that due to the type of roadway and bridge improvements and temporary nature of the project, there will be minimal temporary impacts and no permanent impacts. Therefore, the proposed project is excluded from the requirements of Section 4(f) authorization.

Request of Concurrence

FHWA requests concurrence from the Fargo Park District that the proposed project meets conditions 1 through 5, will not have an "adverse effect" on Jack Williams Stadium, Trefoil Park, or the Mickelson-Tricorn Shared Use Path, nor will there be interference with the intended activities, features or attributes of the properties on a temporary or permanent basis. The above stated condition 5 is required for FHWA to exclude this project from the requirements of Section 4(f) authorization, allowing the proposed project to proceed as planned.

The anticipated construction season for this project will be based on project funding and would be coordinated with your office once anticipated construction dates are known. Please provide your written concurrence by June 9, 2026. If you require any additional information, or have any questions, feel free to call me at 701-221-9464.

A concurrence response can be sent to kristen.sperry@dot.gov or mailed to:

Kristen Sperry
Planning & Environment Program Manager
FHWA-North Dakota Division
4503 Coleman Street, Suite 205
Bismarck, North Dakota 58503

Sincerely,

Kristen Sperry
Planning & Environment Program Manager

ks/tfr

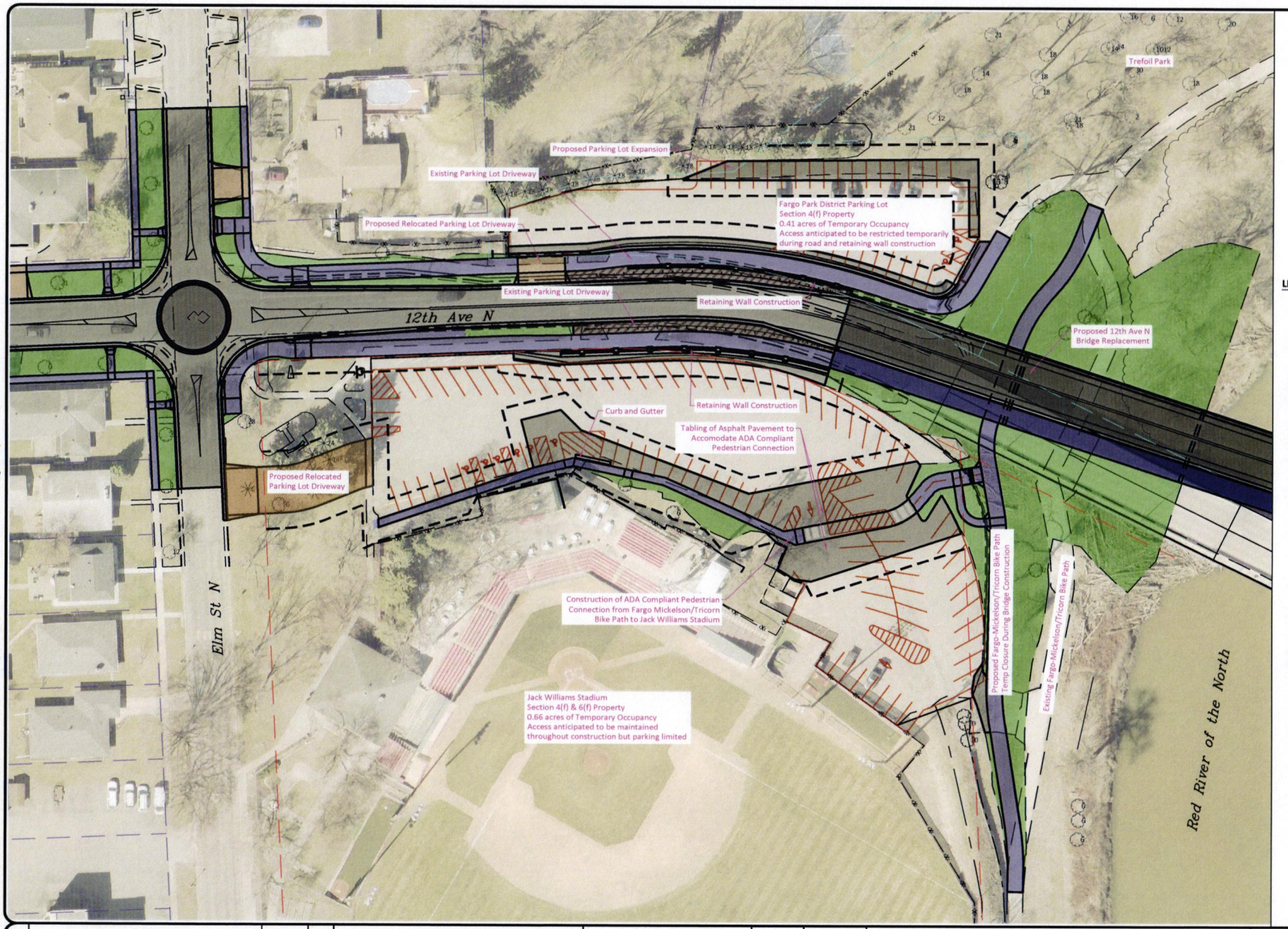
Concurrence

The Fargo Park District has consulted with FHWA to the impacts to Jack Williams Stadium, Trefoil Park, or the Mickelson-Tricorn Shared Use Path and hereby concurs that the proposed project, as described and shown in appended exhibits, would not adversely affect the activities, features and attributes that qualify the property for protection under Section 4(f) of the Transportation Act on either a temporary or permanent basis.

_____ _____

Fargo Park District Date

Enclosures: Section 4(f)/6(f) Exhibit



Parking Counts

- NORTH LOT
  - EX. SPACES = 43
  - NEW SPACES = 32
- SOUTH LOT
  - EX. SPACES = 81
  - NEW SPACES = 95

TOTAL EX. SPACES = 124
TOTAL NEW SPACES = 127

LEGEND

- ASPHALT PAVEMENT
- CONCRETE SIDEWALK
- CONCRETE DRIVEWAY
- GRADING/SEEDING
- BRIDGE DECK
- SIDEWALK ON BRIDGE DECK
- GUARDRAIL EMBANKMENT
- RETAINING WALL
- DISTURBANCE LIMITS
- PROPERTY BOUNDARY
- SECTION 4(f) PROPERTY BOUNDARY
- SECTION 4(f) & 6(f) PROPERTY BOUNDARY

NOTE:

PAVEMENT MARKINGS SHOWN WITHIN THE PARKING LOTS TO BE COMPLETED BY OTHERS.

PRELIMINARY
NOT FOR CONSTRUCTION

No.	Revision	Date	By

HOUSTON engineering, inc.

Drawn by	Date
JDE	4-8-26
Checked by	Scale
AMR	AS SHOWN

12th Avenue North Fargo, ND & 15th Avenue North
Moorhead, MN Bridge Replacement
Project No. QR-25-B0

Section 4(f) / 6(f) Exhibit

PROJECT NO. 6059-0225

SHEET 1

H:\BM\6000\6059\6059_0225 12th Ave Bridge Replacement\CAD\Eng\Preliminary\Ballpark\Sidewalk\Exhibit_Option 4.dwg P-LOT LAYOUT SCHEMATIC-4/8/2026 4:26 PM (jerickson)

Appendix G
Section 6(f) Documentation

Casey Engelhard

From: Casey Engelhard
Sent: Monday, April 20, 2026 3:44 PM
To: Casey Engelhard
Subject: FW: Fargo 12th Ave N/Moorhead 15th Ave N Bridge Project - Section 6(f)/4(f)

From: **Langehaug, Char L.** <clangehaug@nd.gov>
Date: Mon, Apr 20, 2026 at 8:41 AM
Subject: Re: Fargo 12th Ave N/Moorhead 15th Ave N Bridge Project - Section 6(f)/4(f)
To: Sperry, Kristen (FHWA) <kristen.sperry@dot.gov>

Kristen,

Thank you for looping me in on this project. I have been meeting quarterly with the engineers and the Fargo Park District on the bridge replacement. I just wanted to let you know that from their current proposal, there will be **no impact** on the 6(f) boundary at this time. Even though they are completing construction to widen the bridge and replace the entrance to Jack Williams Stadium, it does not affect the acreage of the LWCF boundary that is encumbered. The acreage will remain intact while improving the recreational resources at Jack Williams Stadium. They also plan to reroute an additional accessible path where none currently exists, thereby increasing the recreational value of the property. There is a lot going on in this project!

Since the construction could impact the recreational resources, they may need a temporary non-conforming use permit if the construction lasts longer than 6 months. Still, I do not see the need for that since our construction season is short (only 4 months).

I appreciate the review!

Char Langehaug

Grants Coordinator

(701) 328-5364 • parkrec.nd.gov

NORTH Dakota | Parks & Recreation
Be Legendary.

From: Sperry, Kristen <kristen.sperry@dot.gov>
Sent: Monday, April 13, 2026 4:36 PM
To: Langehaug, Char L. <clangehaug@nd.gov>

Cc: Saraf, Fawaz (FHWA) <fawaz.saraf@dot.gov>; Tina Robinson <Tina.Robinson@kljeng.com>; McLaughlin, Jeremy <jmclaughlin@houstoneng.com>; Scott.Middaugh@kljeng.com <Scott.Middaugh@kljeng.com>
Subject: Fargo 12th Ave N/Moorhead 15th Ave N Bridge Project - Section 6(f)/4(f)

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

Hi Char,

Our office is working with the City of Fargo, ND, and Moorhead, MN, on an environmental document to replace the existing bridge crossing the Red River that connects 12th Avenue North in Fargo and 15th Avenue North in Moorhead. The attached letter discusses the potential impacts and timing, and requests whether you concur with our determination.

Please let me know if you have any questions or concerns regarding the project.

Thank you,

Kristen Sperry

Planning & Environment Program Manager

North Dakota Division Office,
FHWA

U.S. Department of Transportation

701- 221-9464

Kristen.Sperry@dot.gov

U.S. Department of Transportation
Federal Highway Administration

North Dakota Division

4503 Coleman Street, Suite 205
Bismarck, North Dakota 58503
Phone 701-250-4204
Fax 701-250-4395

April 13, 2026

Char Langehaug
Grants Coordinator
ND Parks and Recreation
604 E Boulevard Avenue Dept 750
Bismarck, ND 5805

Subject: City of Fargo Project No. QR-25-B0
Red River Bridge Replacement
Fargo, ND, Cass County and Moorhead, MN, Clay County
LWCF Property 38-01127: Fargo Boat/Canoe Access
Latitude and Longitude: 46.889627°, -96.776015°

Dear Ms. Langehaug:

The City of Fargo, in cooperation with the City of Moorhead and the Federal Highway Administration (FHWA), is proposing to replace the existing bridge crossing over the Red River connecting 12th Avenue North in Fargo, ND and 15th Avenue North in Moorhead, MN. See the enclosed project location map. 12th Avenue North is adjacent to Jack Williams Stadium, Mickelson-Tricorn Shared Use Path, and Trefoil Park, both managed by the Fargo Park District. The Jack Williams Stadium area was a previous recipient of Land and Water Conservation Funds in 1995 as part of a previous Fargo Boat/Canoe access project, and as such is protected under Section 6(f)(3) of the Land and Water Conservation Fund Act of 1965. The protected boundary includes approximately 41.8 acres of land south of 12th Avenue N associated with Jack Williams Stadium and Mickelson Park.

No impacts to Mickelson Park would occur. The project would impact the Jack Williams Stadium property. Impacts include reconstructing the roadways, sidewalks, and paths; grading; and construction of a retaining wall near the Jack Williams Stadium parking lots. Roadway improvements would require relocating a parking lot entrance from the north side of the parking lot to the west side. The relocation is necessary to avoid future traffic operations impacts.

Parking reconfiguration to parking lots both north and south of 12th Avenue would be required. The north parking lot would be expanded in the northeast corner to accommodate parking. Ultimately, parking spaces between the two lots would be maintained or increased compared to current configuration. Traffic flow would be altered in both parking lots compared to current traffic operations. The addition of an ADA-compliant route from the Fargo Mickelson/Tricorn Bike Path within Trefoil Park to the main entrance of the stadium is also included, which would benefit the Fargo Park District properties by improving accessibility to the stadium from the parking lots and shared use paths.

The existing Fargo Mickelson/Tricorn Bike Path within Trefoil Park would be realigned upslope

underneath the proposed bridge to cross at a higher elevation, improving the accessibility of the path during high water conditions. Approximately 10 to 15 feet of vertical clearance would be maintained due to the new bridge being built at a higher elevation.

The Section 6(f) property will be occupied for no greater than 180 days during the construction of the project. No permanent or temporary easements would be acquired from the Fargo Park District; rather a memorandum of agreement will be completed between the City of Fargo and the Fargo Park District to accommodate the temporary construction and long-term maintenance of the improvements. Therefore, no changes in ownership of the land will occur as a result of the construction of the proposed project.

Temporary impacts would occur during construction of the roadway, bridge, parking lot, and Mickelson-Tricorn Shared Use Path improvements. The expected temporary impacts will occur as outlined within the memorandum of agreement and will not change the intended use of the 6(f) resources. Access to Jack Williams Stadium's events will be maintained during construction; however, parking availability may be limited. Access to the Mickelson-Tricorn Shared Use Path will be maintained during construction through use of a temporary pedestrian detour. Access to Trefoil Park will be maintained during construction. Disturbed areas will be reseeded following construction.

The proposed project is anticipated to create an overall positive benefit to the Section 6(f) property and would not result in a permanent conversion from recreation use. Ultimately, improvements are expected to improve recreational facilities located on the property through improved overall access to both the Stadium facilities and trail facilities, in addition to a safer parking configuration.

We appreciate your continued assistance on this project and are interested in your concurrence with our determination that the project would not result in a permanent conversion to the Section 6(f) resource. Your response can be sent to kristen.sperry@dot.gov or mailed to:

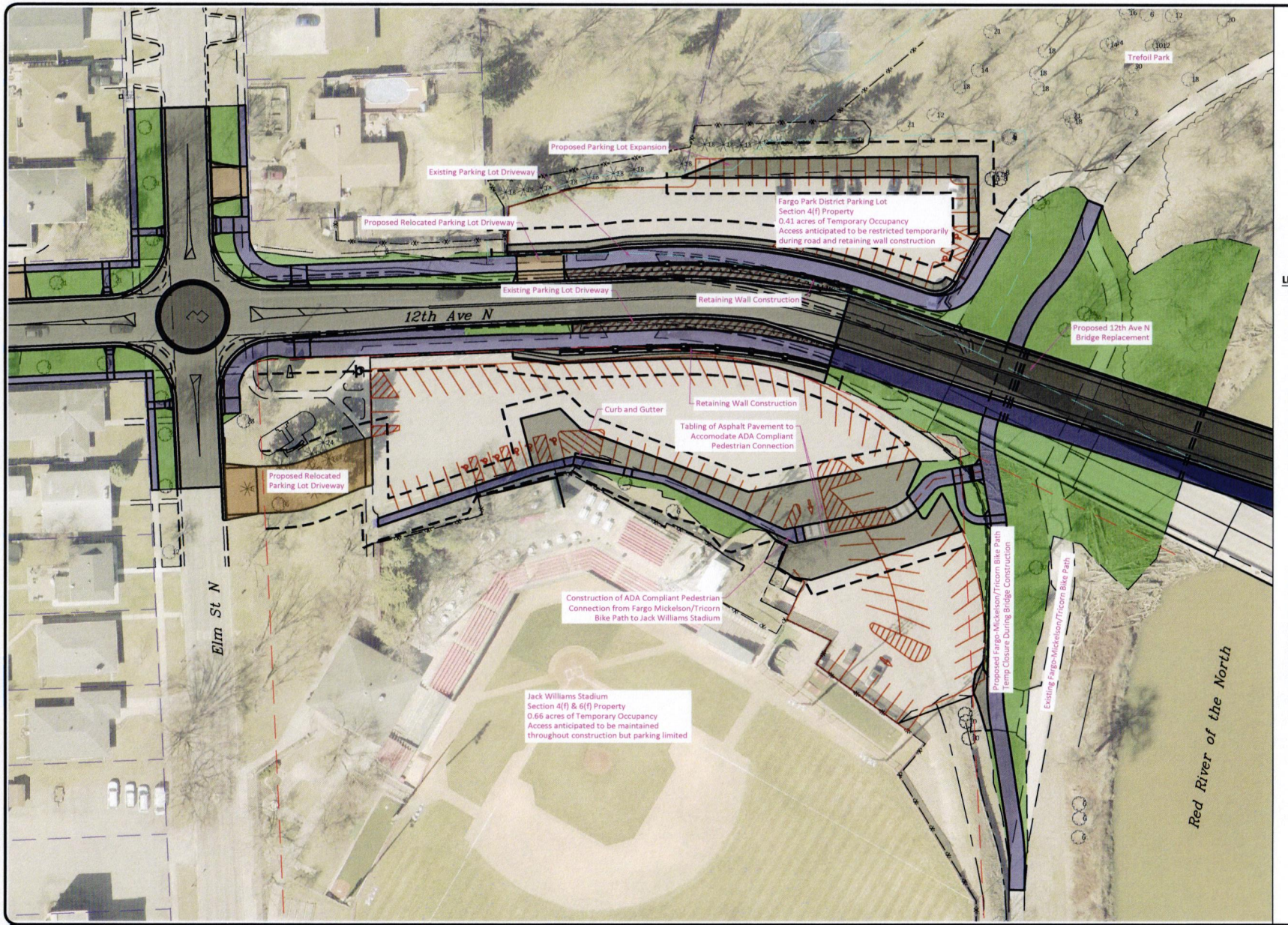
Kristen Sperry
Planning Program Manager
FHWA-North Dakota Division
4503 Coleman Street, Suite 205
Bismarck, North Dakota 58503

Sincerely,

KRISTEN SUE SPERRY Digitally signed by KRISTEN SUE SPERRY
Date: 2026.04.13 16:25:56 -05'00'

Kristen Sperry
Planning and Environment Program Manager

ks/tfr
Enclosures: Section 4(f)/6(f) Exhibit



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- ASPHALT PAVEMENT
- CONCRETE SIDEWALK
- CONCRETE DRIVEWAY
- GRADING/SEEDING
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NOT FOR CONSTRUCTION

No.	Revision	Date	By

HOUSTON engineering, inc.

Drawn by	Date
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Checked by	Scale
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12th Avenue North Fargo, ND & 15th Avenue North
Moorhead, MN Bridge Replacement
Project No. QR-25-B0

Section 4(f) / 6(f) Exhibit

PROJECT NO. 6059-0225

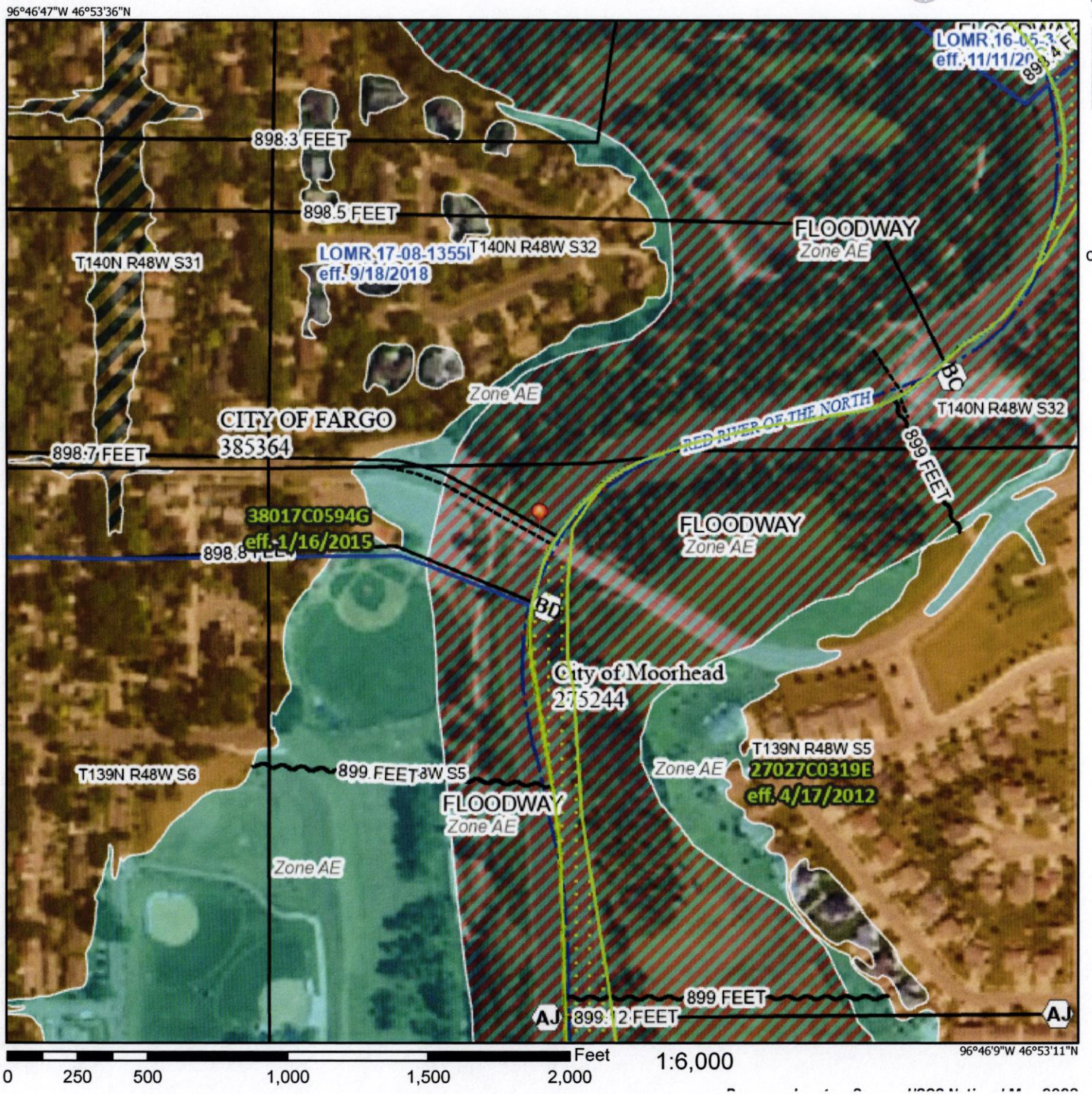
SHEET 1

H:\JBM\6000\6059\6059_0225 12th Ave Bridge Replacement\CAD\Eng\Preliminary\Ballpark Sidewalk Exhibit_Option 4.dwg P-LOT LAYOUT SCHEMATIC 4/8/2026 4:26 PM (jerickson)

Appendix H
Floodplain and Floodway Information

National Flood Hazard Layer FIRMette

FEMA



Legend

SEE FIS REPORT FOR DETAILED LEGEND AND INDEX MAP FOR FIRM PANEL LAYOUT

SPECIAL FLOOD HAZARD AREAS
- Without Base Flood Elevation (BFE) *Zone A, V, A99*
- With BFE or Depth *Zone AE, AO, AH, VE, AR*
- Regulatory Floodway

OTHER AREAS OF FLOOD HAZARD
- 0.2% Annual Chance Flood Hazard, Area of 1% annual chance flood with average depth less than one foot or with drainage areas of less than one square mile *Zone X*
- Future Conditions 1% Annual Chance Flood Hazard *Zone X*
- Area with Reduced Flood Risk due to Levee. See Notes. *Zone X*
- Area with Flood Risk due to Levee *Zone D*

OTHER AREAS
- NO SCREEN — Area of Minimal Flood Hazard *Zone X*
- Effective LOMRs
- Area of Undetermined Flood Hazard *Zone*

GENERAL STRUCTURES
- Channel, Culvert, or Storm Sewer
- Levee, Dike, or Floodwall

OTHER FEATURES
- 20.2 / 17.5 — Cross Sections with 1% Annual Chance / Water Surface Elevation
- Coastal Transect
- Base Flood Elevation Line (BFE)
- Limit of Study
- Jurisdiction Boundary
- Coastal Transect Baseline
- Profile Baseline
- Hydrographic Feature

MAP PANELS
- Digital Data Available
- No Digital Data Available
- Unmapped

N

The pin displayed on the map is an approximate point selected by the user and does not represe an authoritative property location.

This map complies with FEMA's standards for the use of digital flood maps if it is not void as described below. The basemap shown complies with FEMA's basemap accuracy standards

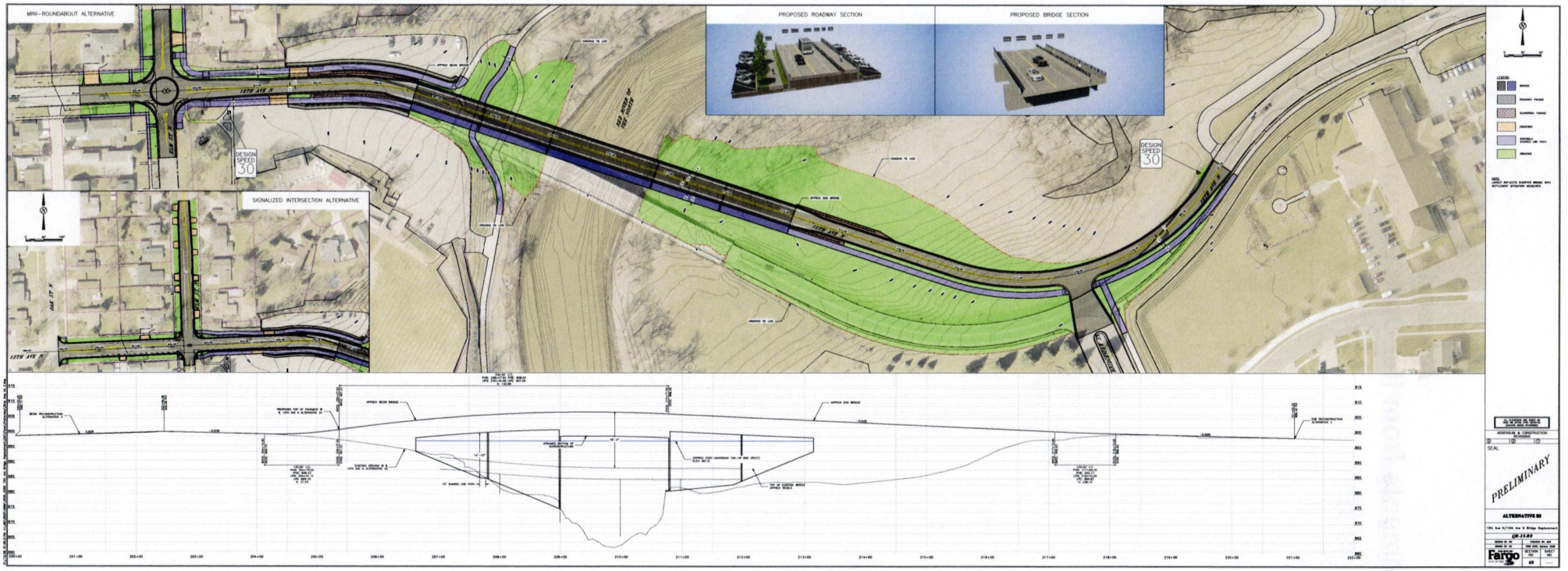
The flood hazard information is derived directly from the authoritative NFHL web services provided by FEMA. This map was exported on 5/7/2025 at 9:22 PM and does not reflect changes or amendments subsequent to this date and time. The NFHL and effective information may change or become superseded by new data over time.

This map image is void if the one or more of the following map elements do not appear: basemap imagery, flood zone labels, legend, scale bar, map creation date, community identifiers, FIRM panel number, and FIRM effective date. Map images for unmapped and unmodernized areas cannot be used for regulatory purposes.

Appendix I
Cost Estimates

12TH AVE BRIDGE RECONSTRUCTION - OPINION OF PROBABLE COST 4/10/2026				
ITEM	**UNIT**	**QUANTITY**	**UNIT COST**	**COST**
UTILITY RELOCATION	L SUM	1	$100,000.00	$100,000.00
CONTRACT BOND	L SUM	1	$190,000.00	$190,000.00
CLEARING & GRUBBING	ACRE	1.53	$25,000.00	$38,250.00
REMOVAL OF CURB & GUTTER	LF	3638	$13.00	$47,294.00
REMOVAL OF PAVEMENT	TON	3983	$20.00	$79,660.00
REMOVAL OF PIPE ALL TYPES AND SIZES	LF	570	$45.00	$25,650.00
REMOVAL OF MANHOLES	EA	3	$1,600.00	$4,800.00
REMOVAL OF CATCH BASIN	EA	6	$900.00	$5,400.00
COMMON EXCAVATION-TYPE A	CY	2497	$18.00	$44,946.00
TOPSOIL	CY	2702	$12.00	$32,424.00
BORROW EXCAVATION	CY	18572	$25.00	$464,300.00
EROSION CONTROL	L SUM	1	$90,000.00	$90,000.00
RIPRAP GRADE II	CY	2786	$120.00	$334,320.00
AGGREGATE BASE COURSE CL 5	TON	3013	$30.00	$90,390.00
SUPERPAVE FAA 43	TON	1882	$95.00	$178,790.00
PG 58S-34 ASPHALT CEMENT	TON	113	$550.00	$62,150.00
BRIDGE	SF	33504	$400.00	$13,401,600.00
RETAINING WALL	LF	280	$6,500.00	$1,820,000.00
MOBILIZATION	L SUM	1	$2,000,000.00	$2,000,000.00
TRAFFIC CONTROL	L SUM	1	$35,000.00	$35,000.00
PIPE CONC REINF 18IN CL III	LF	1686	$300.00	$505,800.00
MANHOLE 48IN	EA	3	$5,000.00	$15,000.00
INLET CATCH BASIN	EA	16	$7,500.00	$120,000.00
CURB & GUTTER-TYPE I	LF	3255	$60.00	$195,300.00
CURB & GUTTER MOUNTABLE-TYPE I	LF	138	$65.00	$8,970.00
PERMANENT SIGNING	L SUM	1	$5,000.00	$5,000.00
SIDEWALK CONCRETE 5IN	SY	2700	$75.00	$202,500.00
CONCRETE ISLAND PAVING	SY	154	$130.00	$20,020.00
DRIVEWAY CONCRETE	SY	502	$120.00	$60,240.00
PAVEMENT MARKINGS	L SUM	1	$18,000.00	$18,000.00
W-BEAM GUARDRAIL	LF	358	$55.00	$19,668.00
W-BEAM GUARDRAIL END TERMINAL	EA	4	$3,000.00	$12,000.00
LIGHTING SYSTEM A	EA	1	$350,000.00	$350,000.00
SURCHARGE EMBANKMENT	CY	8677	$8.00	$69,416.00
SURCHARGE REMOVAL	CY	8677	$5.00	$43,385.00
PREFABRICATED VERTICAL WICK DRAINS	LF	270630	$1.00	$270,630.00
SAND DRAIN	TON	5753	$20.00	$115,063.06
			SUBTOTAL	$21,075,966.06
			25% CONTINGENCY	$5,268,991.51
			TOTAL	$26,344,957.57

Appendix J
Preliminary Plan Sheets


MINI-ROUNDABOUT ALTERNATIVE
SIGNALIZED INTERSECTION ALTERNATIVE
PROPOSED ROADWAY SECTION
PROPOSED BRIDGE SECTION
DESIGN SPEED 30
DESIGN SPEED 30
12TH AVE N
12TH AVE N
12TH AVE N
APPROX BEGIN BRIDGE
APPROX END BRIDGE
EXISTING TOP OF BANK
EXISTING TOE OF SLOPE
CL RAILROAD
LEGEND
PRELIMINARY
ALTERNATIVE B2
CR-23-84

Appendix K
Comments from the Draft Documented CATEX

Appendix L
Environmental Commitments

12th Avenue N/15th Avenue N Bridge Replacement Project
Environmental Commitments

1. The Contractor shall contact the Coast Guard Ninth District at least 30 days prior to construction start. Provide as-builts and photographs to their office following construction.
2. Work will not be allowed within the Red River channel from March 15 to June 15 due to spawning periods.
3. Equipment that was last used outside of North Dakota or within a Class I infested waterbody (identified on the North Dakota Game and Fish Department (NDGFD) website) requires an inspection by NDGFD. The Contractor will notify the NDGFD at least 10 business days prior to pumps, watercraft, or any equipment entering a public water to allow the NDGFD sufficient time to inspect any and all such equipment for ANS.
4. An unobstructed opening must be maintained in the river throughout construction and demolition activities to maintain fish/aquatic organism movement and normal river flow. This will be incorporated into project design.
5. Riprap associated with the bridge replacement should be sunk one foot below the bottom of the streambed. This will be incorporated into project design.
6. Tree removal will be limited to that specified in project plans and the Contractor will be made aware of clearing limits and how they are marked in the field (e.g., install bright colored flagging/fencing prior to any tree clearing to ensure contractors stay within clearing limits). Tree clearing will be avoided during the bat pupping season (June 1 to August 15, inclusive). Tree impacts for trees larger than 4" in diameter will be mitigated at a 2:1 ratio in accordance with City of Fargo tree replacement policy.
7. Hydro-mulch products containing small plastic fibers will not be used in areas that drain into Public Waters (i.e., Red River of the North).
8. Temporary fill and sedimentation in wetlands or other waters will be removed and restored to preconstruction contours.
9. Unavoidable permanent impacts to natural wetlands are anticipated to be mitigated at a 2:1 ratio at a BWSR Local Government Wetland Replacement Program (LGWRP).
10. The Engineer will coordinate with the Fargo Parks District and with the Fargo Marathon coordinators (Essentia Health Fargo Marathon, 405 Main Ave W #1D, West Fargo, ND 58078; 701-364-2786) to alert them of construction activities occurring during Jack Williams Stadium activities (primarily occurring between June and August) and Fargo Marathon activities (typically held in late May).
11. The Contractor shall notify the FAA through their online system for airspace review prior to construction.

12. The Contractor will submit a Notice of Construction and Renovation (SFN 17987) to NDDEQ and the Deconstruction, Renovation, or Demolition Notification Form to the MPCA 10 days prior to construction.
13. A commitment will be added to the plans that any material potentially containing PCBs must be handled, in accordance with state and federal guidelines.
14. The MN Natural Heritage Review results are valid for one year. In accordance with their letter, if the project has not been initiated within one year, it must be resubmitted for an updated review.

Permitting

The following permits would be obtained prior to construction:

- Clean Water Act Section 404 & Rivers and Harbors Act Section 10 permit (USACE Omaha District (North Dakota Regulatory Office) and USACE St Paul District)
- Wetland Conservation Act Permit (Clay County Soil & Water Conservation District)
- Sovereign Lands Permit (North Dakota Department of Water Resources)
- Floodway authorization (North Dakota Department of Water Resources)
- Conditional Use Permit (City of Moorhead for floodway impacts)
- Floodplain permit (City of Fargo and City of Moorhead)
- NPDES Construction Stormwater permit (North Dakota Department of Environmental Quality and Minnesota Pollution Control Agency) – responsibility of Contractor
- Public Waters Work Permit (Minnesota Department of Natural Resources)
- Watershed Permit (Buffalo-Red River Watershed)
- Notice of Construction and Renovation (SFN 17987) (ND Department of Environmental Quality) – responsibility of Contractor
- Notice of Deconstruction, Renovation, or Demolition Notification Form (MN Pollution Control Agency) – responsibility of Contractor

REPORT OF ACTION

PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

Project No.: RR-26-A1

Type: BNSF Agreement for Crossing Surface Replacement

Location: 7th Ave N near 14th St N

Date of Hearing: 5/18/2026

Routing	Date
City Commission	5/26/2026
PWPEC File	X
Project File	Jeremy Gorden

The Committee reviewed the accompanying correspondence from Division Engineer, Jeremy Gorden, regarding an Agreement from BNSF for Project No. RR-26-A1 to replace the existing railroad tracks and crossing surface material on the Hillsboro Sub on 7th Avenue North near 14th Street. BNSF will be replacing this crossing in 2026.

On a motion by Ben Dow, seconded by Susan Thompson, the committee voted to recommend approval of the Agreement with BNSF for Project No. RR-26-A1.

RECOMMENDED MOTION

Concur with the recommendations of PWPEC and approve the Agreement with BNSF for Project No. RR-26-A1.

PROJECT FINANCING INFORMATION:

Recommended source of funding for project: N/A

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

COMMITTEE	Present	Yes	No	Unanimous
				☑
Tim Mahoney, Mayor	☑	☑	☐	
Nicole Crutchfield, Director of Planning	☑	☑	☐	
Gary Lorenz, Fire Chief	☑	☑	☐	
Brenda Derrig, Assistant City Administrator	☐	☐	☐	
Ben Dow, Director of Operations	☑	☑	☐	
Tom Knakmuhs, City Engineer	☑	☑	☐	
Susan Thompson, Finance Director	☑	☑	☐	

ATTEST:

Tom Knakmuhs, PE
City Engineer

C: Kristi Olson

THE CITY OF Fargo
FAR MORE

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

Memorandum

To: Members of PWPEC

From: Jeremy Gorden, PE, PTOE
Division Engineer - Transportation

Date: May 13, 2026

Re: Project No. RR-26-A1 – Agreement with BNSF for Railroad Crossing Surface Replacement – Hillsboro Subdivision
Crossing Surface on 7th Avenue North near 14th Street North

Background:

I have received an Agreement from BNSF for a project to replace the existing railroad tracks and crossing surface material on the Hillsboro Sub on 7th Avenue North near 14th Street. BNSF will be replacing this crossing in 2026. I have attached the Agreement for your review.

The estimated cost of this work is $211,600, and the funding source will be either Sales Tax or Prairie Dog funds.

I support this Agreement as well as adding this project to the 2026 Capital Improvement Program.

Recommended Motion:

Approve the Agreement from NDDOT for Crossing Surface Replacement for the crossing on 7th Avenue North near 14th Street.

JMG/klb
Attachment

BNSF RAILWAY

CROSSING SURFACE INSTALLATION AGREEMENT

BNSF File No.:
Mile Post 24.082
Line Segment 220
U.S. DOT Number 070851M
Hillsboro Subdivision

This Crossing Surface Installation Agreement (hereinafter called, this "Agreement") is entered into effective as of _____, by and between The City of Fargo (hereinafter called, "**AGENCY**") and BNSF Railway Company (hereinafter called, "**BNSF**").

WHEREAS, BNSF operates a freight transportation system by rail with operations throughout the United States and Canada; and

WHEREAS, BNSF desires to replace the existing concrete crossing surface at 7th Ave N with a new concrete crossing surface as shown on the attached Exhibit A;

NOW, THEREFORE, in consideration of the mutual covenants and agreements of the parties contained herein, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1) **BNSF Work.** BNSF must furnish all labor, materials, tools and equipment for the performance of BNSF's Work. The principal elements of BNSF's Work are as follows:

   A. Remove crossing surfaces and install new wooden ties underneath the crossing surface.

   B. Reinstall concrete crossing surfaces.

   C. Perform all necessary grading and paving, including backfill of excavations and restoration of disturbed vegetation on BNSF's right-of-way;

   D. Provide suitable drainage, both temporary and permanent;

   E. Job site cleanup including removal of all construction materials, concrete debris, surplus soil, refuse, contaminated soils, asphalt debris, litter and other waste materials to the satisfaction of BNSF.

2) **AGENCY Work.** AGENCY must furnish all labor, materials, tools and equipment for the performance of AGENCY's Work. The principal elements of AGENCY's Work are as follows:

A. Provide all barricades, lights, flagmen or traffic control devices as necessary, during the installation of the concrete crossing surface(s);

3) **Payment; Invoicing.** Upon Company's receipt of the materials and supplies necessary for the installation of the new crossing surface, Company will send Agency an invoice detailing the total amount owed by Agency for work. Company shall send to Agency a final invoice upon completion and Agency shall pay the final invoice within 30 days of receipt.

   Agency agrees to pay Company Two Hundred Eleven Thousand Six Hundred and No/100 Dollars ($211,600) to complete the BNSF work.

4) **Maintenance of the Crossing Surface.** After installation of the new crossing surface is completed, BNSF will maintain, at its own cost and expense, the crossing surface, against normal wear and tear, in a satisfactory manner for the expected life of the crossing surface. Notwithstanding the preceding sentence, BNSF shall be entitled to receive any contribution toward the cost of such maintenance made available by reason of any existing or future laws, ordinances, regulations, orders, grants, or other means or sources.

5) **Vehicular Traffic during Installation.** The AGENCY shall provide, at its own cost and expense, all necessary barricades, lights or traffic control devices for detouring vehicular/pedestrian traffic at the 7th Ave N crossing during installation of the new crossing surface.

6) **Drainage.** The AGENCY agrees to allow BNSF to drain water from the 7th Ave N crossing area into existing AGENCY storm sewers, if such storm sewers are available. Drain pipes and filter fabric necessary for such drainage will be furnished and installed by BNSF.

7) **Roadway Surfacing Work.** BNSF agrees to provide, at its sole cost and expense, enough asphalt to cover the distance between the existing roadway surface at 7th Ave N and the new crossing surface on both sides of the track as well as the area between the tracks.

8) **Contractor Requirements:** AGENCY must require its contractor to comply with the obligations set forth in this Agreement, including Exhibit C and Exhibit C-1, and incorporate in each prime contract for construction of the Project, or the specifications therefor, the provisions set forth in Exhibit C and Exhibit C-I, attached hereto and by reference made a part hereof.

   No work shall be commenced within BNSF's right of way until the AGENCY's contractor shall have (i) executed and delivered to BNSF an agreement in the form of said Exhibit C-1 and (ii) delivered to and secured BNSF's approval of the required insurance.

9) **Term.** This Agreement begins on the effective date set forth above and remains in effect until completion of all work contemplated in this Agreement and AGENCY's payment of the amounts set forth in Section 3 above.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and attested by its duly qualified and authorized officials as of the day and year first written above.

BNSF Railway Company:

By:_____

Printed Name: _____

Title: _____

AGENCY:

The City of Fargo

By: _____

Printed Name: _____

Title: _____

Exhibit A

46.883121,-96.801592

BNSF RAILWAY

EXHIBIT "C"

CONTRACTOR REQUIREMENTS

1) General

A. The Contractor must cooperate with BNSF RAILWAY COMPANY, hereinafter referred to as "Railway" where work is over or under on or adjacent to Railway property and/or right-of-way, hereafter referred to as "Railway Property", during the construction of _____ _____ _____.

B. The Contractor must execute and deliver to the Railway duplicate copies of the Exhibit "C-1" Agreement, in the form attached hereto, obligating the Contractor to provide and maintain in full force and effect the insurance called for under Section 3 of said Exhibit "C-1". Questions regarding procurement of the Railroad Protective Liability Insurance should be directed to Rosa Martinez at Marsh, USA, 214-303-8519.

C. The Contractor must plan, schedule and conduct all work activities so as not to interfere with the movement of any trains on Railway Property.

D. The Contractor's right to enter Railway's Property is subject to the absolute right of Railway to cause the Contractor's work on Railway's Property to cease if, in the opinion of Railway, Contractor's activities create a hazard to Railway's Property, employees, and/or operations. Railway will have the right to stop construction work on the Project if any of the following events take place: (i) Contractor (or any of its subcontractors) performs the Project work in a manner contrary to the plans and specifications approved by Railway; (ii) Contractor (or any of its subcontractors), in Railway's opinion, prosecutes the Project work in a manner which is hazardous to Railway property, facilities or the safe and expeditious movement of railroad traffic; (iii) the insurance described in the attached Exhibit C-1 is canceled during the course of the Project; or (iv) Contractor fails to pay Railway for the Temporary Construction License or the Easement. The work stoppage will continue until all necessary actions are taken by Contractor or its subcontractor to rectify the situation to the satisfaction of Railway's Division Engineer or until additional insurance has been delivered to and accepted by Railway. In the event of a breach of (i) this Agreement, (ii) the Temporary Construction License, or (iii) the Easement, Railway may immediately terminate the Temporary Construction License or the Easement. Any such work stoppage under this provision will not give rise to any liability on the part of Railway. Railway's right to stop the work is in addition to any other rights Railway may have including, but not limited to, actions or suits for damages or lost profits. In the event that Railway desires to stop construction work on the Project, Railway agrees to immediately notify the following individual in writing:

BNSF RAILWAY

_____
_____
_____
_____

E. The Contractor is responsible for determining and complying with all Federal, State and Local Governmental laws and regulations, including, but not limited to Environmental Laws (as defined below) and health and safety laws and regulations. The Contractor hereby indemnifies, defends and holds harmless Railway for, from and against all fines or penalties imposed or assessed by Federal, State and Local Governmental Agencies against the Railway which arise out of Contractor's work under this Agreement.

F. The Contractor must notify **(Agency)** at (____)_____ and Railway's Manager Public Projects, telephone number (____)_____ at least thirty (30) calendar days before commencing any work on Railway Property. Contractor's notification to Railway must refer to Railway's file _____.

G. For any bridge demolition and/or falsework above any tracks or any excavations located with any part of the excavations located within, whichever is greater, twenty-five (25) feet of the nearest track or intersecting a slope from the plane of the top of rail on a 2 horizontal to 1 vertical slope beginning at eleven (11) feet from centerline of the nearest track, both measured perpendicular to center line of track, the Contractor must furnish the Railway five sets of working drawings showing details of construction affecting Railway Property and tracks. The working drawing must include the proposed method of installation and removal of falsework, shoring or cribbing, not included in the contract plans and two sets of structural calculations of any falsework, shoring or cribbing. For all excavation and shoring submittal plans, the current "BNSF-UPRR Guidelines for Temporary Shoring" must be used for determining the design loading conditions to be used in shoring design, and all calculations and submittals must be in accordance with the current "BNSF-UPRR Guidelines for Temporary Shoring". All submittal drawings and calculations must be stamped by a registered professional engineer licensed to practice in the state the project is located. All calculations must take into consideration railway surcharge loading and must be designed to meet American Railway Engineering and Maintenance-of-Way Association (previously known as American Railway Engineering Association) Coopers E-80 live loading standard. All drawings and calculations must be stamped by a registered professional engineer licensed to practice in the state the project is located. The Contractor must not begin work until notified by the Railway that plans have been approved. The Contractor will be required to use lifting devices such as, cranes and/or winches to place or to remove any falsework over Railway's tracks. In no case will the Contractor be relieved of responsibility for results obtained by the implementation of said approved plans.

H. Subject to the movement of Railway's trains, Railway will cooperate with the Contractor such that the work may be handled and performed in an efficient manner. The Contractor will have no claim whatsoever for any type of damages or for extra or additional compensation in the event his work is delayed by the Railway.

2) Contractor Safety Orientation

A. No employee of the Contractor, its subcontractors, agents or invitees may enter Railway Property without first having completed Railway's Engineering Contractor Safety Orientation, found on the web site www.BNSFContractor.com. The Contractor must ensure that each of its employees, subcontractors, agents or invitees completes Railway's Engineering Contractor Safety Orientation through internet sessions before any work is performed on the Project. Additionally, the Contractor must ensure that each and every one of its employees, subcontractors, agents or invitees possesses a card certifying completion of the Railway Contractor Safety Orientation before entering Railway Property. The Contractor is responsible for the cost of the Railway Contractor Safety Orientation. The Contractor must renew the Railway Contractor Safety Orientation annually. Further clarification can be found on the web site or from the Railway's Representative.

3) Railway Requirements

A. The Contractor must take protective measures as are necessary to keep railway facilities, including track ballast, free of sand, debris, and other foreign objects and materials resulting from his operations. Any damage to railway facilities resulting from Contractor's operations will be repaired or replaced by Railway and the cost of such repairs or replacement must be paid for by the Agency.

B. The Contractor must notify the Railway's Project Engineer _____ at (_____)_____ and provide blasting plans to the Railway for review seven (7) calendar days prior to conducting any blasting operations adjacent to or on Railway's Property.

C. The Contractor must abide by the following temporary clearances during construction:

- 15'-0" Horizontally from centerline of nearest track
- 21'-6" Vertically above top of rail
- 27'-0" Vertically above top of rail for electric wires carrying less than 750 volts
- 28'-0" Vertically above top of rail for electric wires carrying 750 volts to 15,000 volts
- 30'-0" Vertically above top of rail for electric wires carrying 15,000 volts to 20,000 volts
- 34'-0" Vertically above top of rail for electric wires carrying more than 20,000 volts

D. Upon completion of construction, the following clearances shall be maintained:

- 25' Horizontally from centerline of nearest track
- 23' 6" Vertically above top of rail

E. Any infringement within State statutory clearances due to the Contractor's operations must be submitted to the Railway and to the **(Agency)** and must not be undertaken until approved in writing by the Railway, and until the **(Agency)** has obtained any necessary authorization from the State Regulatory Authority for the infringement. No extra compensation will be allowed in the event the Contractor's work is delayed pending Railway approval, and/or the State Regulatory Authority's approval.

F. In the case of impaired vertical clearance above top of rail, Railway will have the option of installing tell-tales or other protective devices Railway deems necessary for protection of Railway operations. The cost of tell-tales or protective devices will be borne by the Agency.

G. The details of construction affecting the Railway's Property and tracks not included in the contract plans must be submitted to the Railway by **(Agency)** for approval before work is undertaken and this work must not be undertaken until approved by the Railway.

H. At other than public road crossings, the Contractor must not move any equipment or materials across Railway's tracks until permission has been obtained from the Railway. The Contractor must obtain a "Temporary Construction Crossing Agreement" from the Railway prior to moving his equipment or materials across the Railways tracks. The temporary crossing must be gated and locked at all times when not required for use by the Contractor. The temporary crossing for use of the Contractor will be constructed and, at the completion of the project, removed at the expense of the Contractor.

I. Discharge, release or spill on the Railway Property of any hazardous substances, oil, petroleum, constituents, pollutants, contaminants, or any hazardous waste is prohibited and Contractor must immediately notify the Railway's Resource Operations Center at 1(800) 832-5452, of any discharge, release or spills in excess of a reportable quantity. Contractor must not allow Railway Property to become a treatment, storage or transfer facility as those terms are defined in the Resource Conservation and Recovery Act or any state analogue.

J. The Contractor upon completion of the work covered by this contract, must promptly remove from the Railway's Property all of Contractor's tools, equipment, implements and other materials, whether brought upon said property by said Contractor or any Subcontractor, employee or agent of Contractor or of any Subcontractor, and must cause Railway's Property to be left in a condition acceptable to the Railway's representative.

4) Contractor Roadway Worker on Track Safety Program and Safety Action Plan

A. Each Contractor that will perform work within 25 feet of the centerline of a track must develop and implement a Roadway Worker Protection/On Track Safety Program and work with Railway Project Representative to develop an on track safety strategy as described in the guidelines listed in the on track safety portion of the Safety Orientation. This Program must provide Roadway Worker protection/on track training for all employees of the Contractor, its subcontractors, agents or invitees. This training is reinforced at the job site through job safety briefings. Additionally, each Contractor must develop and implement the Safety Action Plan, as provided for on the web site www.BNSFContractor.com, which will be made available to Railway prior to commencement of any work on Railway Property. During the performance of work, the Contractor must audit its work activities. The Contractor must designate an on-site Project Supervisor who will serve as the contact person for the Railway and who will maintain a copy of the Safety Action Plan, safety audits, and Material Safety Datasheets (MSDS), at the job site.

B. Contractor shall have a background investigation performed on all of its employees, subcontractors and agents who will be performing any services for Railroad under this Agreement which are determined by Railroad in its sole discretion **a)** to be on Railroad's property, or **b)** that require access to Railroad Critical Infrastructure, Railroad Critical Information Systems, Railroad's Employees, Hazardous Materials on Railroad's property or is being transported by or otherwise in the custody of Railroad, or Freight in Transit involving Railroad.

i) The required background screening shall at a minimum meet the rail industry background screening criteria defined by the e-RAILSAFE Program as outlined at www.erailsafe.com, in addition to any other applicable regulatory requirements.

ii) Contractor shall obtain written consent from all its employees, subcontractors or agents screened in compliance with the e-RAILSAFE Program to participate in the Program on their behalf and to release completed background information to Railroad's designee. Contractor shall be subject to periodic audit to ensure compliance.

iii) Contractor subject to the e-RAILSAFE Program hereunder shall not permit any of its employees, subcontractors or agents to perform services hereunder who are not first approved under e-RAILSAFE Program standards. Railroad shall have the right to deny entry onto its premises or access as described in this section above to any of Contractor's employees, subcontractors or agents who do not display the authorized identification badge issued by a background screening service meeting the standards set forth in the e-RAILSAFE Program, or who in Railroad's opinion, which may not be unreasonable, may pose a threat to the safety or security of Railroad's operations, assets or personnel.

iv) Contractors shall be responsible for ensuring that its employees, subcontractors and agents are United States citizens or legally working in the United States under a lawful and appropriate work VISA or other work authorization.

5) Railway Flagger Services

A. The Contractor must give BNSF's Scheduling Agent (BNSFScheduling@wilsonco.com) a minimum of thirty (30) calendar days advance notice when flagging services will be required so that the Scheduling Agent can make appropriate arrangements (i.e., obtain availability and cost estimate for three (3) approved vendors for selection). If flagging services are scheduled in advance by the Contractor and it is subsequently determined by the parties hereto that such services are no longer necessary, the Contractor must give the Scheduling Agent ten (10) working days advance notice so that appropriate arrangements can be made to abolish the position pursuant to union requirements.

B. Unless determined otherwise by Railway's Project Representative, protective flagging services will be required when Contractor's work activities are located over, under and/or within twenty-five (25) feet measured horizontally from centerline of the nearest track and when cranes or similar equipment positioned beyond 25-feet from the track centerline could foul the track in the event of tip over or other catastrophic occurrence, but not limited thereto for the following conditions:

i) When, upon inspection by Railway's Representative, other conditions warrant.

ii) When any excavation is performed below the bottom of tie elevation, if, in the opinion of Railway's representative, track or other Railway facilities may be subject to movement or settlement.

iii) When work in any way interferes with the safe operation of trains at timetable speeds.

iv) When any hazard is presented to Railway track, communications, signal, electrical, or other facilities either due to persons, material, equipment or blasting in the vicinity.

v) Special permission must be obtained from the Railway before moving heavy or cumbersome objects or equipment which might result in making the track impassable.

C. Flagging services will be performed by qualified Railway flaggers.

i) Flagging crew generally consists of one employee. However, additional personnel may be required to protect Railway Property and operations, if deemed necessary by the Railways Representative.

ii) Each time a flagger is called, the minimum period for billing will be the eight (8) hour basic day.

iii) The cost of flagger services provided by the Railway will be borne by **(Agency)** and invoiced through BNSF's Scheduling Agent. The estimated cost for one (1) flagger is approximately between $1,200.00-$2,000.00 for an eight (8) hour basic day with time and one-half or double time for overtime, rest days and holidays. The estimated cost for each flagger includes vacation allowance, paid holidays, Railway and unemployment insurance, public liability and property damage insurance, health and welfare benefits, vehicle, transportation, meals, lodging, radio, equipment, supervision, scheduling and other costs incidental to performing flagging services. Negotiations for Railway labor or collective bargaining agreements and rate changes authorized by appropriate Federal authorities may increase actual or estimated flagging rates. **THE FLAGGING RATE IN EFFECT AT THE TIME OF PERFORMANCE BY THE CONTRACTOR HEREUNDER WILL BE USED TO CALCULATE THE ACTUAL COSTS OF FLAGGING PURSUANT TO THIS PARAGRAPH.**

The cost of **inspector coordinator services** provided by the railway will be borne by **Contractor**. The estimated cost for inspector coordinator services is approximately $1,200 per day. The contractor shall reimburse the railroad for actual costs of inspection services.

iv) The average train traffic on this route is _____ freight trains per 24-hour period at a timetable speed _____ MPH and _____ passenger trains at a timetable speed of _____ MPH.

6) Contractor General Safety Requirements

A. Work in the proximity of railway track(s) is potentially hazardous where movement of trains and equipment can occur at any time and in any direction. All work performed by contractors within 25 feet of any track must be in compliance with FRA Roadway Worker Protection Regulations.

B. Before beginning any task on Railway Property, a thorough job safety briefing must be conducted with all personnel involved with the task and repeated when the personnel or task changes. If the task is within 25 feet of any track, the job briefing must include the Railway's flagger, as applicable, and include the procedures the Contractor will use to protect its employees, subcontractors, agents or invitees from moving any equipment adjacent to or across any Railway track(s).

C. Workers must not work within 25 feet of the centerline of any track without an on track safety strategy approved by the Railway's Project Representative. When authority is provided, every contractor employee must know: (1) who the Railway flagger is, and how

to contact the flagger, (2) limits of the authority, (3) the method of communication to stop and resume work, and (4) location of the designated places of safety. Persons or equipment entering flag/work limits that were not previously job briefed, must notify the flagger immediately, and be given a job briefing when working within 25 feet of the center line of track.

D. When Contractor employees are required to work on the Railway Property after normal working hours or on weekends, the Railway's representative in charge of the project must be notified. A minimum of two employees must be present at all times.

E. Any employees, agents or invitees of Contractor or its subcontractors under suspicion of being under the influence of drugs or alcohol, or in the possession of same, will be removed from the Railway's Property and subsequently released to the custody of a representative of Contractor management. Future access to the Railway's Property by that employee will be denied.

F. Any damage to Railway Property, or any hazard noticed on passing trains must be reported immediately to the Railway's representative in charge of the project. Any vehicle or machine which may come in contact with track, signal equipment, or structure (bridge) and could result in a train derailment must be reported immediately to the Railway representative in charge of the project and to the Railway's Resource Operations Center at 1(800) 832-5452. Local emergency numbers are to be obtained from the Railway representative in charge of the project prior to the start of any work and must be posted at the job site.

G. For safety reasons, all persons are prohibited from having pocket knives, firearms or other deadly weapons in their possession while working on Railway's Property.

H. All personnel protective equipment (PPE) used on Railway Property must meet applicable OSHA and ANSI specifications. Current Railway personnel protective equipment requirements are listed on the web site, **www.BNSFContractor.com**, however, a partial list of the requirements include: a) safety glasses with permanently affixed side shields (no yellow lenses); b) hard hats; c) safety shoe with: hardened toes, above-the-ankle lace-up and a defined heel; and d) high visibility retro-reflective work wear. The Railway's representative in charge of the project is to be contacted regarding local specifications for meeting requirements relating to hi-visibility work wear. Hearing protection, fall protection, gloves, and respirators must be worn as required by State and Federal regulations. **(NOTE – Should there be a discrepancy between the information contained on the web site and the information in this paragraph, the web site will govern.)**

I. THE CONTRACTOR MUST NOT PILE OR STORE ANY MATERIALS, MACHINERY OR EQUIPMENT CLOSER THAN 25'-0" TO THE CENTER LINE OF THE NEAREST RAILWAY TRACK. MATERIALS, MACHINERY OR EQUIPMENT MUST NOT BE

STORED OR LEFT WITHIN 250 FEET OF ANY HIGHWAY/RAIL AT-GRADE CROSSINGS OR TEMPORARY CONSTRUCTION CROSSING, WHERE STORAGE OF THE SAME WILL OBSTRUCT THE VIEW OF A TRAIN APPROACHING THE CROSSING. PRIOR TO BEGINNING WORK, THE CONTRACTOR MUST ESTABLISH A STORAGE AREA WITH CONCURRENCE OF THE RAILWAY'S REPRESENTATIVE.

J. Machines or vehicles must not be left unattended with the engine running. Parked machines or equipment must be in gear with brakes set and if equipped with blade, pan or bucket, they must be lowered to the ground. All machinery and equipment left unattended on Railway's Property must be left inoperable and secured against movement. (See internet Engineering Contractor Safety Orientation program for more detailed specifications)

K. Workers must not create and leave any conditions at the work site that would interfere with water drainage. Any work performed over water must meet all Federal, State and Local regulations.

L. All power line wires must be considered dangerous and of high voltage unless informed to the contrary by proper authority. For all power lines the minimum clearance between the lines and any part of the equipment or load must be; 200 KV or below - 15 feet; 200 to 350 KV - 20 feet; 350 to 500 KV - 25 feet; 500 to 750 KV - 35 feet; and 750 to 1000 KV - 45 feet. If capacity of the line is not known, a minimum clearance of 45 feet must be maintained. A person must be designated to observe clearance of the equipment and give a timely warning for all operations where it is difficult for an operator to maintain the desired clearance by visual means.

7) Excavation

A. Before excavating, the Contractor must determine whether any underground pipe lines, electric wires, or cables, including fiber optic cable systems are present and located within the Project work area. The Contractor must determine whether excavation on Railway's Property could cause damage to buried cables resulting in delay to Railway traffic and disruption of service to users. Delays and disruptions to service may cause business interruptions involving loss of revenue and profits. Before commencing excavation, the Contractor must contact **BNSF's Field Engineering Representative Name at XXX-XXX-XXXX.** All underground and overhead wires will be considered HIGH VOLTAGE and dangerous until verified with the company having ownership of the line. **It is the Contractor's responsibility to notify any other companies that have underground utilities in the area and arrange for the location of all underground utilities before excavating.**

B. The Contractor must cease all work and notify the Railway immediately before continuing excavation in the area if obstructions are encountered which do not appear on drawings. If

the obstruction is a utility and the owner of the utility can be identified, then the Contractor must also notify the owner immediately. If there is any doubt about the location of underground cables or lines of any kind, no work must be performed until the exact location has been determined. There will be no exceptions to these instructions.

C. All excavations must be conducted in compliance with applicable OSHA regulations and, regardless of depth, must be shored where there is any danger to tracks, structures or personnel.

D. Any excavations, holes or trenches on the Railway's Property must be covered, guarded and/or protected when not being worked on. When leaving work site areas at night and over weekends, the areas must be secured and left in a condition that will ensure that Railway employees and other personnel who may be working or passing through the area are protected from all hazards. All excavations must be back filled as soon as possible.

E. Excavations and restoration must be conducted in accordance with all applicable Legal Requirements and the environmental provisions of Section 8.

F. All fill materials to be imported to Railway's property shall be certified clean fill or from a Railway-approved source, and must otherwise be suitable for its intended purpose as backfill material. Supporting documentation shall be provided to Railway upon request.

G. Contractor must meet the appropriate compaction requirements for all fills and will be responsible for settlement of all fills, erosion, and embankments that may occur as a result of the placement fill.

8) Environmental Requirements:

A. Contractor must comply with all Environmental Laws (as defined below). Contractor must not maintain a "treatment," "storage," "transfer" or "disposal" facility, or "underground storage tank," as those terms are defined by Environmental Laws, on the Railway Property or the right of way. Contractor will not handle, transport, release or suffer the release of Hazardous Materials (as defined below).

B. If Contractor discovers any hazardous waste, hazardous substance, petroleum or other deleterious material, including but not limited to any release of Hazardous Materials non-containerized commodity or material, on or adjacent to Railway's Property, in or near any surface water, swamp, wetlands or waterways, while performing any work under this Agreement, Contractor must immediately: (a) notify the Railway's Resource Operations Center at 1(800) 832-5452, of such discovery: (b) take safeguards necessary to protect its employees, subcontractors, agents and/or third parties: and (c) exercise due care with respect to the release, including the taking of any appropriate measure to minimize the

impact of such release. Contractor must also give Railway prompt notice of all measures undertaken to investigate, remediate, or respond to any aforementioned condition.

C. If Railway has notice from Contractor or otherwise of a release or violation of Environmental Laws arising in any way with respect to the work which occurred or may occur during the term of this Agreement, Railway may require Contractor, at Contractor's sole risk and expense, to take timely measures to investigate, remediate, respond to or otherwise cure such release or violation affecting the Railway's Property.

D. If during the construction or subsequent maintenance of the work or Structures, or any other soil-disturbing activities, soils or other materials considered to be environmentally impacted are encountered, Contractor will stop work immediately and notify Railway. After consultation with Railway, Contractor shall, at Contractor's expense, characterize any such impacted soils. Upon receiving sampling results, Contractor shall, at Contractor's expense, in consultation with Railway, manage, remove, and/or dispose any such impacted soils offsite at an appropriately-licensed facility in accordance with Environmental Laws. Soil characterization and applicable disposal requirements, shall be in accordance with applicable federal, state, and local Environmental Laws or in consultation with an agency having the capacity and authority to make such a determination.

E. All soils and materials to be removed from the Railway Property or right of way must be properly characterized, managed, transported, and disposed of at an appropriately-licensed facility, at Contractor's expense, in accordance with all Environmental Laws. Contractor shall be the "Generator" of any and all such materials and waste, as such term is defined in Environmental Laws.

F. Notwithstanding anything in this Section 1.08, Contractor understands that Railway has no duty or obligation to monitor Contractor's use of the property or right of way to determine Contractor's compliance with Environmental Laws, it being solely Contractor's responsibility to ensure that Contractor's use is compliant. Regulatory plans and a minimum of two (2) years of records/inspections shall be readily available. Contractor shall promptly provide the same to the Railroad upon request.

G. "Environmental Law(s)" shall mean any federal, state, local, or tribal law, statute, ordinance, code, rule, regulation, policy, common law, license, authorization, decision, order, or injunction which pertains to health, safety, any Hazardous Material, or the environment (including but not limited to ground, air, water, or noise pollution or contamination, and underground or above-ground tanks) and shall include, without limitation, CERCLA 42 U.S.C. §9601 et seq.; the Resource Conservation and Recovery Act, 42 U.S.C. §6901 et seq., CERCLA; the Hazardous Materials Transportation Act, 49 U.S.C. §5101 et seq.; the Federal Water Pollution Control Act, 33 U.S.C. §1251 et seq.; the Clean Air Act, 42 U.S.C. §7401 et seq.; the Toxic Substances Control Act, 15 U.S.C. §2601 et seq.; the Safe Drinking Water Act, 42 U.S.C. §300f et seq.; the Emergency

Planning and Community Right-to-Know Act, 42 U.S.C. 11001 et seq.; the Federal Insecticide, Fungicide and Rodenticide Act, 7 U.S.C. 136 to 136y; the Oil Pollution Act, 33 U.S.C. 2701 et seq.; and the Occupational Safety and Health Act, 29 U.S.C. 651 et seq.; all as have been amended from time to time, and any other federal, state, local, or tribal environmental requirements, together with all rules, regulations, orders, and decrees now or hereafter promulgated under any of the foregoing, as any of the foregoing now exist or may be changed or amended or come into effect in the future.

H. "Hazardous Material(s)" shall include but shall not be limited to any substance, material, or waste that is regulated by any Environmental Law or otherwise regulated by any federal, state, local, or tribal governmental authority because of toxic, flammable, explosive, corrosive, reactive, radioactive or other properties that may be hazardous to human health or the environment, including without limitation asbestos and asbestos-containing materials, radon, petroleum and petroleum products, urea formaldehyde foam insulation, methane, lead-based paint, polychlorinated biphenyl compounds, hydrocarbons or like substances and their additives or constituents, pesticides, agricultural chemicals, and any other special, toxic, or hazardous (i) substances, (ii) materials, or (iii) wastes of any kind, including without limitation those now or hereafter defined, determined, or identified as "hazardous chemicals," "hazardous substances," "hazardous materials," "toxic substances," or "hazardous wastes" in any Environmental Law.

9) Personal Injury Reporting

A. The Railway is required to report certain injuries as a part of compliance with Federal Railroad Administration (FRA) reporting requirements. Any personal injury sustained by an employee of the Contractor, subcontractor or Contractor's invitees while on the Railway's Property must be reported immediately (by phone mail if unable to contact in person) to the Railway's representative in charge of the project. The Non-Employee Personal Injury Data Collection Form contained herein is to be completed and sent by Fax to the Railway at 1(817) 352-7595 and to the Railway's Project Representative no later than the close of shift on the date of the injury.

BNSF RAILWAY

NON-EMPLOYEE PERSONAL INJURY DATA COLLECTION

(If injuries are in connection with rail equipment accident/incident, highway rail grade crossing accident or automobile accident, ensure that appropriate information is obtained, forms completed and that data entry personnel are aware that injuries relate to that specific event.)

Injured Person Type:

- ☐ Passenger on train (C)
- ☐ Non-employee (N) *(i.e., emp of another railroad, or, non-BNSF emp involved in vehicle accident, including company vehicles)*
- ☐ Contractor/safety
- ☐ Contractor/non-safety sensitive (G)
- ☐ Volunteer/safety sensitive (H)
- ☐ Volunteer/other non-safety sensitive (I)
- ☐ Non-trespasser (D) - to include highway users involved in highway rail grade crossing accidents who did not go around or through gates
- ☐ Trespasser (E) - to include highway users involved in highway rail grade crossing accidents who went around or through gates
- ☐ Non-trespasser (J) - Off railroad property

If train involved, Train ID: _____

Transmit attached information to Accident/Incident Reporting Center by:
Fax 1-817-352-7595 or by Phone 1-800-697-6736 **or email to:** Accident-Reporting.Center@BNSF.com

Officer Providing Information:

_____ _____ _____
(Name) (Employee No.) (Phone #)

REPORT PREPARED TO COMPLY WITH FEDERAL ACCIDENT REPORTING REQUIREMENTS AND PROTECTED FROM DISCLOSURE PURSUANT TO 49 U.S.C. 20903 AND 83 U.S.C. 490

Contract Number: Document ID

NON-EMPLOYEE PERSONAL INJURY DATA COLLECTION

Please complete this form and provide to the BNSF supervisor, who will input this information into the EHS Star system. For questions, call (817) 352-1267 or email Safety.IncidentReporting@BNSF.com.

Accident City/State: _____ Date: _____ Time: _____

County: _____ Temperature: _____ Weather: _____
(if non-BNSF location)

Name (Last/First/MI): _____

Age: _____ Gender (if available): _____

Company: _____

eRailsafe Badge Number: _____ Expiration Date: _____

BNSF Contractor Badge Number: _____ Expiration Date: _____

Injury: _____ Body Part: _____
(e.g., laceration) (e.g., hand)

Description of accident (including how accident occurred, potential cause, etc.):

_____

_____

Work activity in progress at time of accident: _____

Tools, machinery, or hazardous materials involved in accident: _____

_____

Treatment:

- ☐ First Aid Only
- ☐ Required Medical Treatment
- ☐ Other Medical Treatment: _____

Dr. Name: _____ Date: _____

Dr. Street Address: _____ City: _____ State: _____ Zip: _____

Hospital Name: _____

Hospital Street Address: _____ City: _____ State: _____ Zip: _____

Diagnosis: _____

THIS REPORT IS PART OF BNSF'S ACCIDENT REPORT PURSUANT TO THE ACCIDENT REPORTS STATUTE AND, AS SUCH SHALL NOT "BE ADMITTED AS EVIDENCE OR USED FOR ANY PURPOSE IN ANY SUIT OR ACTION FOR DAMAGES GROWING OUT OF ANY MATTER MENTIONED IN SAID REPORT...." 49 U.S.C. § 20903. See 49 C.F.R. § 225.7(b).

Contract Number: Document ID

EXHIBIT "C-1"

Agreement Between

BNSF RAILWAY COMPANY

and the

CONTRACTOR

Railway File: _____

Agency Project: _____

Account Name, (hereinafter called "Contractor"), has entered into an agreement (hereinafter called "Agreement") dated _____, 20__, **TBD** with **AGENCY** for the performance of certain work in connection with the following project:_____. Performance of such work will necessarily require Contractor to enter **BNSF RAILWAY COMPANY** (hereinafter called "Railway") right of way and property (hereinafter called "Railway Property"). The Agreement provides that no work will be commenced within Railway Property until the Contractor employed in connection with said work for **AGENCY** i) executes and delivers to Railway an Agreement in the form hereof, and (ii) provides insurance of the coverage and limits specified in such Agreement and Section 3 herein. If this Agreement is executed by a party who is not the Owner, General Partner, President or Vice President of Contractor, Contractor must furnish evidence to Railway certifying that the signatory is empowered to execute this Agreement on behalf of Contractor.

Accordingly, in consideration of Railway granting permission to Contractor to enter upon Railway Property and as an inducement for such entry, Contractor, effective on the date of the Agreement, has agreed and does hereby agree with Railway as follows:

1) RELEASE OF LIABILITY AND INDEMNITY

A. Contractor hereby waives, releases, indemnifies, defends and holds harmless Railway for all judgments, awards, claims, demands, and expenses (including attorneys' fees), for injury or death to all persons, including Railway's and Contractor's officers and employees, and for loss and damage to property belonging to any person, arising in any manner from Contractor's or any of

Contractor's subcontractors' acts or omissions or any work performed on or about Railway's property or right-of-way. **THE LIABILITY ASSUMED BY CONTRACTOR WILL NOT BE AFFECTED BY THE FACT, IF IT IS A FACT, THAT THE DESTRUCTION, DAMAGE, DEATH, OR INJURY WAS OCCASIONED BY OR CONTRIBUTED TO BY THE NEGLIGENCE OF RAILWAY, ITS AGENTS, SERVANTS, EMPLOYEES OR OTHERWISE, EXCEPT TO THE EXTENT THAT SUCH CLAIMS ARE PROXIMATELY CAUSED BY THE INTENSIONAL MISCONDUCT OR GROSS NEGLIGENCE OF RAILWAY.**

B. THE INDEMNIFICATION OBLIGATION ASSUMED BY CONTRACTOR INCLUDES ANY CLAIMS, SUITS OR JUDGMENTS BROUGHT AGAINST RAILWAY UNDER THE FEDERAL EMPLOYEE'S LIABILITY ACT, INCLUDING CLAIMS FOR STRICT LIABILITY UNDER THE SAFETY APPLIANCE ACT OR THE LOCOMOTIVE INSPECTION ACT, WHENEVER SO CLAIMED.

C. Contractor further agrees, at its expense, in the name and on behalf of Railway, that it will adjust and settle all claims made against Railway, and will, at Railway's discretion, appear and defend any suits or actions of law or in equity brought against Railway on any claim or cause of action arising or growing out of or in any manner connected with any liability assumed by Contractor under this Agreement for which Railway is liable or is alleged to be liable. Railway will give notice to Contractor, in writing, of the receipt or dependency of such claims and thereupon Contractor must proceed to adjust and handle to a conclusion such claims, and in the event of a suit being brought against Railway, Railway may forward summons and complaint or other process in connection therewith to Contractor, and Contractor, at Railway's discretion, must defend, adjust, or settle such suits and protect, indemnify, and save harmless Railway from and against all damages, judgments, decrees, attorney's fees, costs, and expenses growing out of or resulting from or incident to any such claims or suits.

D. In addition to any other provision of this Agreement, in the event that all or any portion of this Article shall be deemed to be inapplicable for any reason, including without limitation as a result of a decision of an applicable court, legislative enactment or regulatory order, the parties agree that this Article shall be interpreted as requiring Contractor to indemnify Railway to the fullest extent permitted by applicable law. **THROUGH THIS AGREEMENT THE PARTIES EXPRESSLY INTEND FOR CONTRACTOR TO INDEMNIFY RAILWAY FOR RAILWAY'S ACTS OF NEGLIGENCE.**

E. It is mutually understood and agreed that the assumption of liabilities and indemnification provided for in this Agreement survive any termination of this Agreement.

2) TERM

A. This Agreement is effective from the date of the Agreement until (i) the completion of the project set forth herein, and (ii) full and complete payment to Railway of any and all sums or other amounts owing and due hereunder.

3) INSURANCE

Contractor shall, at its sole cost and expense, procure and maintain during the life of this Agreement the following insurance coverage:

A. Commercial General Liability "CGL" Insurance

i) The policy will provide a minimum of $2,000,000 each occurrence and an aggregate limit of at least $4,000,000 but in no event less than the amount otherwise carried by the provider. Coverage must be purchased on a post 2004 ISO occurrence form or equivalent and include coverage for, but not limited to, the following:

(1) Bodily Injury and Property Damage

(2) Personal Injury and Advertising Injury

(3) Fire legal liability

(4) Products and completed operations

ii) This policy shall also contain the following endorsements or language, which shall be indicated on the certificate of insurance:

(1) definition of "Insured Contract" will be amended to remove any exclusion or other limitation for any work being done within 50 feet of RAILWAY's

property.

(2) Waiver of subrogation in favor of and acceptable to RAILWAY; and

(3) Additional insured endorsement in favor of and acceptable to RAILWAY and include coverage for ongoing operations and completed operations; and

(4) Separation of insureds; and

(5) The policy will be primary and non-contributing with respect to any insurance carried by RAILWAY.

iii) It is agreed that the workers' compensation and employers' liability related exclusions in the Commercial General Liability insurance policy(s) required herein are intended to apply to employees of the policy holder and shall not apply to ***Railway*** employees.

iv) No other endorsements limiting coverage as respects obligations under this Agreement may be included on the policy with regard to the work being performed under this agreement.

B. <u>Business Automobile Insurance</u>

i) The insurance will provide minimum coverage with a combined single limit of at least $1,000,000 per accident, and include coverage for, but not limited to the following:

(1) Bodily injury and property damage

(2) Any and all vehicles owned, used or hired

ii) The policy will include the following endorsements or language, which will be indicated on or attached to the certificate of insurance:

(1) Waiver of subrogation in favor of and acceptable to RAILWAY;

(2) Additional insured endorsement in favor of and acceptable to RAILWAY;

(3) Separation of insureds;

(4) The policy shall be primary and non-contributing with respect to any

insurance carried by RAILWAY.

C. Workers Compensation and Employers Liability Insurance

i) Workers Compensation and Employers Liability insurance including coverage for, but not limited to:

(1) Contractor's statutory liability under the worker's compensation laws of the state(s) in which the work is to be performed. If optional under State law, the insurance must cover all employees anyway.

(2) Employers' Liability (Part B) with limits of at least $500,000 each accident, $500,000 by disease policy limit, $500,000 by disease each employee.

ii) This policy shall also contain the following endorsements or language, which shall be indicated on the certificate of insurance:

(1) Waiver of subrogation in favor of and acceptable to Railway.

D. Railroad Protective Liability insurance

i) Railroad Protective Liability insurance naming only the ***Railway*** as the Insured with coverage of at least $2,000,000 per occurrence and $6,000,000 in the aggregate. The policy Must be issued on a standard ISO form CG 00 35 12 04 and include the following:

(1) Endorsed to include the Pollution Exclusion Amendment

(2) Endorsed to include the Limited Seepage and Pollution Endorsement.

(3) Endorsed to remove any exclusion for punitive damages.

(4) No other endorsements restricting coverage may be added.

(5) The original policy must be provided to the ***Railway*** prior to performing any work or services under this Agreement.

(6) Definition of "Physical Damage to Property" shall be endorsed to read: "means direct and accidental loss of or damage to all property owned by any named insured and all property in any named insured' care, custody, and control arising out of the acts or omissions of the contractor named on

the Declarations.

In lieu of providing a Railroad Protective Liability Policy, Licensee may participate (if available) in Railway's Blanket Railroad Protective Liability Insurance Policy.

E. Other Requirements:

i) Where allowable by law, all policies (applying to coverage listed above) shall contain no exclusion for punitive damages.

ii) Contractor agrees to waive its right of recovery against ***Railway*** for all claims and suits against ***Railway***. In addition, its insurers, through the terms of the policy or policy endorsement, waive their right of subrogation against ***Railway*** for all claims and suits. Contractor further waives its right of recovery, and its insurers also waive their right of subrogation against ***Railway*** for loss of its owned or leased property or property under Contractor's care, custody or control.

iii) Allocated Loss Expense shall be in addition to all policy limits for coverages referenced above.

iv) Contractor is not allowed to self-insure without the prior written consent of ***Railway.*** If granted by ***Railway***, any self-insured retention or other financial responsibility for claims shall be covered directly by Contractor in lieu of insurance. Any and all ***Railway*** liabilities that would otherwise, in accordance with the provisions of this Agreement, be covered by Contractor's insurance will be covered as if Contractor elected not to include a deductible, self-insured retention or other financial responsibility for claims.

v) Prior to commencing services, Contractor shall furnish to ***Railway*** an acceptable certificate(s) of insurance from an authorized representative evidencing the required coverage(s), endorsements, and amendments. The certificate should be directed to the following address:

BNSF	Railway		Company
c/o			CertFocus
P.O.	Box		140528
Kansas	City,	MO	64114
Toll	Free:		877-576-2378
Fax	number:		817-840-7487

vi) Contractor shall notify Railway in writing at least 30 days prior to any cancellation, non-renewal, substitution or material alteration.

vii) Any insurance policy shall be written by a reputable insurance company acceptable to Railway or with a current Best's Guide Rating of A- and Class VII or better, and authorized to do business in the state(s) in which the service is to be provided.

viii) If coverage is purchased on a "claims made" basis, Contractor hereby agrees to maintain coverage in force for a minimum of three years after expiration, cancellation or termination of this Agreement. Annually Contractor agrees to provide evidence of such coverage as required hereunder.

ix) Contractor represents that this Agreement has been thoroughly reviewed by Contractor's insurance agent(s)/broker(s), who have been instructed by Contractor to procure the insurance coverage required by this Agreement.

x) Not more frequently than once every five years, Railway may reasonably modify the required insurance coverage to reflect then-current risk management practices in the railroad industry and underwriting practices in the insurance industry.

xi) If any portion of the operation is to be subcontracted by Contractor, Contractor shall require that the subcontractor shall provide and maintain insurance coverage(s) as set forth herein, naming Railway as an additional insured, and shall require that the subcontractor shall release, defend and indemnify Railway to the same extent and under the same terms and conditions as Contractor is required to release, defend and indemnify Railway herein.

xii) Failure to provide evidence as required by this section shall entitle, but not require, Railway to terminate this Agreement immediately. Acceptance of a certificate that does not comply with this section shall not operate as a waiver of Contractor's obligations hereunder.

xiii) The fact that insurance (including, without limitation, self-insurance) is obtained by Contractor shall not be deemed to release or diminish the liability of Contractor including, without limitation, liability under the indemnity

provisions of this Agreement. Damages recoverable by Railway shall not be limited by the amount of the required insurance coverage.

xiv) In the event of a claim or lawsuit involving Railway arising out of this agreement, Contractor will make available any required policy covering such claim or lawsuit.

xv) These insurance provisions are intended to be a separate and distinct obligation on the part of the Contractor. Therefore, these provisions shall be enforceable and Contractor shall be bound thereby regardless of whether or not indemnity provisions are determined to be enforceable in the jurisdiction in which the work covered hereunder is performed.

xvi) For purposes of this section, Railway shall mean "Burlington Northern Santa Fe LLC", "BNSF Railway Company" and the subsidiaries, successors, assigns and affiliates of each.

4) SALES AND OTHER TAXES

A. In the event applicable sales taxes of a state or political subdivision of a state of the United States are levied or assessed in connection with and directly related to any amounts invoiced by Contractor to Railway ("Sales Taxes"), Railway shall be responsible for paying only the Sales Taxes that Contractor separately states on the invoice or other billing documents provided to Railway; *provided, however,* that (i) nothing herein shall preclude Railway from claiming whatever Sales Tax exemptions are applicable to amounts Contractor bills Railway, (ii) Contractor shall be responsible for all sales, use, excise, consumption, services and other taxes which may accrue on all services, materials, equipment, supplies or fixtures that Contractor and its subcontractors use or consume in the performance of this Agreement, (iii) Contractor shall be responsible for Sales Taxes (together with any penalties, fines or interest thereon) that Contractor fails to separately state on the invoice or other billing documents provided to Railway or fails to collect at the time of payment by Railway of invoiced amounts (except where Railway claims a Sales Tax exemption), and (iv) Contractor shall be responsible for Sales Taxes (together with any penalties, fines or interest thereon) if Contractor fails to issue separate invoices for each state in which Contractor delivers goods, provides services or, if applicable, transfers intangible rights to Railway.

B. Upon request, Contractor shall provide Railway satisfactory evidence that all taxes (together with any penalties, fines or interest thereon) that Contractor is

responsible to pay under this Agreement have been paid. If a written claim is made against Contractor for Sales Taxes with respect to which Railway may be liable for under this Agreement, Contractor shall promptly notify Railway of such claim and provide Railway copies of all correspondence received from the taxing authority. Railway shall have the right to contest, protest, or claim a refund, in Railway's own name, any Sales Taxes paid by Railway to Contractor or for which Railway might otherwise be responsible for under this Agreement; provided, however, that if Railway is not permitted by law to contest any such Sales Tax in its own name, Contractor shall, if requested by Railway at Railway's sole cost and expense, contest in Contractor's own name the validity, applicability or amount of such Sales Tax and allow Railway to control and conduct such contest.

C. Railway retains the right to withhold from payments made under this Agreement amounts required to be withheld under tax laws of any jurisdiction. If Contractor is claiming a withholding exemption or a reduction in the withholding rate of any jurisdiction on any payments under this Agreement, before any payments are made (and in each succeeding period or year as required by law), Contractor agrees to furnish to Railway a properly completed exemption form prescribed by such jurisdiction. Contractor shall be responsible for any taxes, interest or penalties assessed against Railway with respect to withholding taxes that Railway does not withhold from payments to Contractor.

5) ENVIRONMENTAL

i) Contractor shall strictly comply with all Environmental Laws (as defined below). Contractor shall not maintain a "treatment," "storage," "transfer" or "disposal" facility, or "underground storage tank," as those terms are defined by Environmental Laws, on the Railway Property or the right of way. Contractor will not handle, transport, release or suffer the release of Hazardous Materials (as defined below) on or about the Premises. Small quantities of diesel fuel, engine oil, and hydraulic fluids used in the operation of Contractor's equipment shall not be deemed a violation of this Section 5.

ii) Contractor shall give Railroad immediate notice to Railroad's Resource Operations Center at (800) 832-5452 of any release of Hazardous Materials on, from, or affecting the Premises. Contractor shall immediately respond to any release on or from the Premises. Any violation of Environmental Laws or any inspection or inquiry by governmental authorities charged with enforcing Environmental Laws with respect to Contractor's use of the Premises must be immediately reported to Railroad at EnvironmentalLeases@bnsf.com. Contractor also shall give Railroad prompt notice of all measures undertaken on behalf of

Contractor to investigate, remediate, respond to or otherwise cure a release or violation.
iii) If Railway has notice from Contractor or otherwise of a release or violation of Environmental Laws caused by Contractor or arising in any way with respect to Contractor's work which occurred or may occur during the term of this Agreement, Railway may require Contractor, at Contractor's sole risk and expense, to take timely measures to investigate, remediate, respond to or otherwise cure such release or violation affecting the Railway's Property.

iv) If during the construction or subsequent maintenance of the work or Structures, or any other soil-disturbing activities, soils or other materials considered to be environmentally impacted are encountered, Contractor will stop work immediately and notify Railway. After consultation with Railway, Contractor shall characterize any such impacted soils. Upon receiving sampling results, Contractor shall, in consultation with Railway, manage, remove, and/or dispose any such impacted soils offsite at an appropriately-licensed facility in accordance with Environmental Laws. Soil characterization and applicable disposal requirements, shall be in accordance with applicable federal, state, and local Environmental Laws or in consultation with an agency having the capacity and authority to make such a determination.

v) All soils and materials to be removed from the Railway Property or right of way must be properly characterized, managed, transported, and disposed of at an appropriately-licensed facility in accordance with all Environmental Laws. Either Contractor or Agency shall be the "Generator" of any and all such materials and waste, as such term is defined in Environmental Laws.

vi) All fill materials to be imported to Railway's property shall be certified clean fill or from a Railway approved source, and supporting documentation shall be provided to Railway upon request.
Contractor shall promptly report to Railroad in writing any conditions or activities upon the Railroad Property known to Contractor which create a risk of harm to persons, property or the environment and shall take all reasonable actions necessary to prevent injury to persons or property arising out of such conditions or activities; provided, however, that Contractor's reporting to Railroad shall not relieve Contractor of any obligation whatsoever imposed on it by this Agreement. Contractor shall promptly respond to Railroad's request for information regarding said conditions or activities.

vii) Notwithstanding anything in this Section 5, the parties agree that BNSF has no duty or obligation to monitor Contractor's use of the property or right of way to

determine Contractor's compliance with Environmental Laws, it being solely Contractor's responsibility to ensure that Contractor's use is compliant. Regulatory plans and a minimum of two (2) years of records/inspections shall be readily available. Contractor shall promptly provide the same to the Railroad upon request.

viii) "Environmental Law(s)" shall mean any federal, state, local, or tribal law, statute, ordinance, code, rule, regulation, policy, common law, license, authorization, decision, order, or injunction which pertains to health, safety, any Hazardous Material, or the environment (including but not limited to ground, air, water, or noise pollution or contamination, and underground or above-ground tanks) and shall include, without limitation, CERCLA 42 U.S.C. §9601 et seq.; the Resource Conservation and Recovery Act, 42 U.S.C. §6901 et seq., CERCLA; the Hazardous Materials Transportation Act, 49 U.S.C. §5101 et seq.; the Federal Water Pollution Control Act, 33 U.S.C. §1251 et seq.; the Clean Air Act, 42 U.S.C. §7401 et seq.; the Toxic Substances Control Act, 15 U.S.C. §2601 et seq.; the Safe Drinking Water Act, 42 U.S.C. §300f et seq.; the Emergency Planning and Community Right-to-Know Act, 42 U.S.C. 11001 et seq.; the Federal Insecticide, Fungicide and Rodenticide Act, 7 U.S.C. 136 to 136y; the Oil Pollution Act, 33 U.S.C. 2701 et seq.; and the Occupational Safety and Health Act, 29 U.S.C. 651 et seq.; all as have been amended from time to time, and any other federal, state, local, or tribal environmental requirements, together with all rules, regulations, orders, and decrees now or hereafter promulgated under any of the foregoing, as any of the foregoing now exist or may be changed or amended or come into effect in the future.

ix) "Hazardous Material(s)" shall include but shall not be limited to any substance, material, or waste that is regulated by any Environmental Law or otherwise regulated by any federal, state, local, or tribal governmental authority because of toxic, flammable, explosive, corrosive, reactive, radioactive or other properties that may be hazardous to human health or the environment, including without limitation asbestos and asbestos-containing materials, radon, petroleum and petroleum products, urea formaldehyde foam insulation, methane, lead-based paint, polychlorinated biphenyl compounds, hydrocarbons or like substances and their additives or constituents, pesticides, agricultural chemicals, and any other special, toxic, or hazardous (i) substances, (ii) materials, or (iii) wastes of any kind, including without limitation those now or hereafter defined, determined, or identified as "hazardous chemicals," "hazardous substances," "hazardous materials," "toxic substances," or "hazardous wastes" in any Environmental Law.

6) EXHIBIT "C" CONTRACTOR REQUIREMENTS

A. The Contractor must observe and comply with all provisions, obligations, requirements and limitations contained in the Agreement, and the Contractor Requirements set forth on Exhibit "C" attached to the Agreement and this Agreement, including, but not be limited to, payment of all costs incurred for any damages to Railway roadbed, tracks, and/or appurtenances thereto, resulting from use, occupancy, or presence of its employees, representatives, or agents or subcontractors on or about the construction site. Contractor shall execute a Temporary Construction Crossing Agreement or Private Crossing Agreement (http://www.bnsf.com/communities/faqs/permits-real-estate/), for any temporary crossing requested to aid in the construction of this Project, if approved by BNSF.

7) TRAIN DELAY

A. Contractor is responsible for and hereby indemnifies and holds harmless Railway (including its affiliated railway companies, and its tenants) for, from and against all damages arising from any unscheduled delay to a freight or passenger train which affects Railway's ability to fully utilize its equipment and to meet customer service and contract obligations. Contractor will be billed, as further provided below, for the economic losses arising from loss of use of equipment, contractual loss of incentive pay and bonuses and contractual penalties resulting from train delays, whether caused by Contractor, or subcontractors, or by the Railway performing work under this Agreement. Railway agrees that it will not perform any act to unnecessarily cause train delay.

B. For loss of use of equipment, Contractor will be billed the current freight train hour rate per train as determined from Railway's records. Any disruption to train traffic may cause delays to multiple trains at the same time for the same period.

C. Additionally, the parties acknowledge that passenger, U.S. mail trains and certain other grain, intermodal, coal and freight trains operate under incentive/penalty contracts between Railway and its customer(s). Under these arrangements, if Railway does not meet its contract service commitments, Railway may suffer loss of performance or incentive pay and/or be subject to penalty payments. Contractor is responsible for any train performance and incentive penalties or other contractual economic losses actually incurred by Railway which are attributable to a train delay caused by Contractor or its subcontractors.

D. The contractual relationship between Railway and its customers is proprietary and confidential. In the event of a train delay covered by this Agreement, Railway will share information relevant to any train delay to the extent consistent with Railway

confidentiality obligations. The rate then in effect at the time of performance by the Contractor hereunder will be used to calculate the actual costs of train delay pursuant to this agreement.

E. Contractor and its subcontractors must give Railway's representative ( ) ( ) weeks advance notice of the times and dates for proposed work windows. Railway and Contractor will establish mutually agreeable work windows for the project. Railway has the right at any time to revise or change the work windows due to train operations or service obligations. Railway will not be responsible for any additional costs or expenses resulting from a change in work windows. Additional costs or expenses resulting from a change in work windows shall be accounted for in Contractor's expenses for the project.

F. Contractor and subcontractors must plan, schedule, coordinate and conduct all Contractor's work so as to not cause any delays to any trains.

SIGNATURE PAGE FOLLOWS

Contract Number: Document ID

IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be executed by its duly authorized officer the day and year first above written.

BNSF RAILWAY COMPANY	Account Name
Signature:_____	Signature:_____
Printed Name:_____	Printed Name:_____
Title: Manager Public Projects	Title:_____
Date:_____	Date:_____

Accepted and effective this _____day of 20__.

Contact Person:_____

Address:_____

City:_____

State:_____ Zip:_____

Fax:_____

Phone:_____

E-mail:_____

REPORT OF ACTION

PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

Type: Red River Bridge Maintenance Agreement

Location: Red River

Date of Hearing: 5/18/2026

Routing	Date
City Commission	5/26/2026
PWPEC File	X
Project File	Jeremy Gorden

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

An updated version of this Maintenance Agreement was approved by PWPEC in March, but since that time we have revised the agreement to now include the Main Avenue Bridge.

On a motion by Ben Dow, seconded by Gary Lorenz, the Committee voted to recommend approval of the revised Red River Bridge Maintenance Agreement.

RECOMMENDED MOTION

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

PROJECT FINANCING INFORMATION:

Recommended source of funding for project: N/A

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

COMMITTEE	Present	Yes	No	Unanimous
				☑
Tim Mahoney, Mayor	☑	☑	☐	
Nicole Crutchfield, Director of Planning	☑	☑	☐	
Gary Lorenz, Fire Chief	☑	☑	☐	
Brenda Derrig, City Administrator	☐	☐	☐	
Ben Dow, Director of Operations	☑	☑	☐	
Tom Knakmuhs, City Engineer	☑	☑	☐	
Susan Thompson, Finance Director	☑	☑	☐	

ATTEST:

Tom Knakmuhs, P.E.
City Engineer

THE CITY OF Fargo FAR MORE

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

Memorandum

To: Members of PWPEC

From: Jeremy Gorden, PE, PTOE
Division Engineer - Transportation

Date: May 13, 2026

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

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Background:

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

We approved a version of this maintenance agreement in March, but since that time, we've revised the agreement to now include the Main Avenue Bridge. Since it was constructed and opened in 2005, we had a verbal agreement between us, Moorhead, and Fargo Parks on who was going to be maintaining what. We now want to get that memorialized. One item to note is the Fargo Park District no longer wants to maintain the three flags on our side of the mid-span plaza, or raise or lower them as directed by the Governor or President. There is an American flag, a POW/MIA flag, and a State of North Dakota flag. I think it's reasonable for the City of Fargo to maintain these three flags. Moorhead has agreed to maintain the three flags on the east side of the mid-span plaza.

Recommended Motion:

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

JMG/klb
Attachment

BRIDGE MAINTENANCE AGREEMENT

THIS AGREEMENT (the "Agreement") is entered into between the City of Moorhead, whose address is 500 Center Avenue, P.O. Box 779, Moorhead, Minnesota 56561-0779 ("Moorhead"), the City of Fargo, whose address is 225 Fourth Street North, Fargo, North Dakota 58102 ("Fargo"), the Park District of the City of Fargo, whose address is 6100 38th Street South, Fargo, North Dakota 58104 (the "Park District"), and Clay County, whose address is 807 — 11th Street North, Moorhead, Minnesota 56560 ("Clay County").

RECITALS

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

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

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

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

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

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

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

AGREEMENT

1. **The Bridges**. The bridges to be inspected, maintained, and/or repaired pursuant to this Agreement are:

    a. 40th Avenue North (CSAH 20)/Wall Street Avenue (CSAH No. 22) Bridge (Bridge No. 14539)
    b. 12th Avenue North/15th Avenue North Bridge (Bridge No. 14523)
    c. 1st Avenue North Bridge (Bridge No. 14511)
    d. Center Avenue/NP Avenue Bridge (Bridge No. 5270)
    e. Main Avenue Bridge (Bridge No. 14012)
    f. 52nd Avenue South/60th Avenue South (CSAH No. 12) Bridge (Bridge No. 14510)
    g. Lindenwood-Gooseberry Pedestrian Bridge
    h. Oak Grove-Memorial Pedestrian Bridge
    i. Floating Pedestrian Bridge
    j. Bluestem Pedestrian Bridge (Bridge No. R1122)

(hereinafter collectively referred to as the "Bridges").

2. **Inspection**. The Bridges must be inspected in accordance with federal and state requirements and the National Bridge Inspection Standards as required by 23 CFR 650.3. Pursuant to a border bridge agreement between the North Dakota Department of Transportation (NDDOT) and the Minnesota Department of Transportation (MnDOT), those two agencies will be the lead agencies for conducting bridge inspections. Where bridge inspections are conducted by NDDOT, they will coordinate directly with Fargo. Where bridge inspections are conducted by MnDOT, they will coordinate directly with Moorhead or Clay County. Fargo and Moorhead or Clay County will notify each other when a DOT inspection is to be conducted. Bridge inspection responsibilities will be as follows:

   a. MnDOT will act as the lead in arranging for and conducting the routine inspections of Bridge No. 14523 and for the special inspections of the pin and hanger assemblies of Bridge No. 5270. NDDOT will act as the lead in arranging for and conducting the routine inspections of Bridge Nos. 14511 and 5270, and for the inspections of the underwater elements of Bridge Nos. 14523, 14511, and 5270. Fargo and Moorhead agree to share the costs of inspection that are not covered by MnDOT and/or NDDOT, including all administrative costs, for these three bridges equally. Timing of inspections will be, at a minimum, as required by federal or state law, or by National Bridge Inspection Standards. Inspection of the Bridges may be done more frequently than required by federal or state law, or by National Bridge Inspection Standards, if any party to this Agreement deems the inspection necessary.

   b. MnDOT will act as the lead in arranging for and conducting the inspections of Bridge No. 14539. NDDOT will act as the lead in arranging for and conducting the routine inspections of Bridge No. 14510, and for the inspections of the underwater elements of Bridge Nos. 14510 and 14539. Fargo and Clay County agree to share the costs of inspection that are not covered by MnDOT and/or NDDOT, including all administrative costs, for these two bridges equally. Timing of inspections will be, at a minimum, as required by federal or state law, or by National Bridge Inspection Standards. Inspection of the Bridges may be done more frequently than required by federal or state law, or by National Bridge Inspection Standards, if any party to this Agreement deems the inspection necessary.

   c. The Main Avenue Bridge (#14012) is owned and operated by MnDOT and NDDOT, and those agencies are responsible for all inspections for that bridge.

   d. There are no current federal or state requirements to inspect pedestrian bridges. In the event federal or state requirements change, or if any party wishes to inspect the pedestrian bridges, the responsibility for the inspection will be as set forth in paragraph 7 below.

3. **Snooper Truck**. A snooper truck is a truck with a long arm used by qualified inspectors to perform thorough evaluations of bridges to identify necessary repairs. A snooper truck may be utilized in conducting the inspection of the Bridges. For purposes of this Agreement, if Fargo, Moorhead, or Clay County conduct an inspection, the snooper truck will be provided by MNDOT. Any and all costs, including all administrative costs, associated with rental or use of the snooper truck will be split equally between the responsible parties.

4. **General Maintenance**. General maintenance includes, but is not limited to, flushing of joints,

pavement markings, sweeping, and snow removal. General maintenance responsibilities will be as follows:

a. Roadway snow removal and General Maintenance for the Main Avenue Bridge is the responsibility of MnDOT and NDDOT except for any responsibilities that Fargo and Moorhead may have agreed to through construction and maintenance agreements with their respective DOT's. These agreements include, but are not limited to the Cost Participation, Construction and Maintenance Agreement for the Mid-Span Plaza between the City of Fargo and NDDOT, and Cooperative Construction Agreement #84518-R between the City of Moorhead and MnDOT. Subject to those other agreements, the Cities of Fargo and Moorhead agree to share maintenance responsibilities for the Main Avenue Bridge as follows:
   i. Fargo will be responsible for:
      1) Snow removal and General Maintenance of the sidewalks
      2) The street lights on the west half of the bridge
      3) Decorative columns and railings on the west half of the bridge
      4) Retaining walls and decorative railings connected to the west abutment of the bridge
      5) The flagpoles and flags on the west half of the Mid-Span Plaza
      6) Snow removal and General Maintenance of the Mid-Span Plaza, including garbage and litter pick-up
      7) Other maintenance of aesthetic features of the Mid-Span Plaza, including light poles, benches, decorative railings and columns, and other aesthetic features
   ii. Fargo Park District will be responsible for:
      1) Mowing, trimming, and landscape maintenance of turf and planting around the west abutment and retaining walls
   iii. Moorhead will be responsible for:
      1) The street lights on the east half of the bridge
      2) Decorative columns and railings on the east half of the bridge
      3) Retaining walls and decorative railings connected to the east abutment of the bridge, including the Bridgehead Plaza
      4) Flagpoles and flags on the east half of the Mid-Span Plaza

b. Roadway snow removal for each of the locally owned Bridges will be the responsibility of whichever entity is first to arrive at the location, unless otherwise agreed between the parties responsible for each bridge.

c. Street sweeping, pavement marking, joint flushing and sidewalk snow removal for Bridges Nos. 14511, 14523, 14539, and 5270 will be the responsibility of Moorhead and Fargo.

   i. Moorhead will be responsible for these activities on Bridge Nos. 14523 and 5270.
   ii. Fargo will be responsible for these activities on Bridge Nos. 14511 and 14539.

d. The costs associated with General maintenance of the Bridges will be split pursuant to the terms of this Agreement. General maintenance of items on each party's own property, including the approaches and bridge abutments, will be the responsibility of that party. Repairs to the superstructure or the deck will be split pursuant to the terms of this

Agreement.

5. **Maintenance and Repair — Bridges Nos. 14511, 14523, 5270**. Maintenance and repair work for Bridge Nos. 14511, 14523, and 5270 will be the responsibility of Moorhead and Fargo.

a. Moorhead will be responsible for:

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

b. Fargo will be responsible for:

i. Contributing one half of the total cost of the maintenance or repair, including construction, testing, engineering, legal, and all administrative costs.

c. In the event the river reaches a level which requires additional work be done to Bridge No. 14523, including but not limited to, removal of light poles and fencing on the Bridge, Moorhead will be the responsible party for ensuring the work is completed. Any and all costs, including all administrative costs, associated with this work will be shared equally between Moorhead and Fargo.

d. Approval must be given in writing by the authorized person or persons for both Fargo and Moorhead prior to incurring any cost for maintenance or repair of the Bridges identified in this paragraph. Planning for repairs should be completed one year in advance unless repair constitutes an emergency.

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

a. Clay County will be responsible for:

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

maintenance or repair.

b. Fargo will be responsible for:

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

7. **Maintenance and Repair — Bridge Nos. 14012**. Maintenance and repair work for Bridge No. 14012 is the responsibility of NDDOT and MnDOT, and is not covered by this agreement, with the exception of the items described above in section 4.a.i and 4.a.ii.

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

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

i. Moorhead will be responsible for:

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

ii. The Park District will be responsible for:

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

b. *Permanent Pedestrian Bridges*. Responsibility for the permanent pedestrian bridges will be as follows:

i. The Park District will be responsible for:

1) 100% of the operation and maintenance of the Lindenwood-Gooseberry Pedestrian Bridge.

ii. Fargo will be responsible for:

1) 100% of the maintenance of the lighting on the Bluestem Pedestrian Bridge once it is complete (anticipated to be complete in 2028); and
2) 50% of the cost of any repairs associated with the Bluestem Pedestrian Bridge once it is complete (anticipated to be complete in 2028).

iii. Moorhead will be responsible for:

1) 100% of the operation and maintenance of the Oak Grove-Memorial Pedestrian Bridge; and
2) 100% of the snow removal on the Bluestem Pedestrian Bridge once it is complete (anticipated to be complete in 2028); and
3) 50% of the cost of any repairs associated with the Bluestem Pedestrian Bridge once it is complete (anticipated to be complete in 2028).

c. In the event any of the pedestrian floating or lift bridges referenced in this section are in need of any major capital improvement, meaning an improvement that exceeds $5,000, the cost of that improvement will be the joint responsibility of the Park District and Moorhead. Any and all major capital improvements must first be approved, in writing, by both the Park District and Moorhead.

d. In the event the Bluestem Pedestrian Bridge is in need of any major capital improvement, meaning an improvement that exceeds $5,000, the cost of that improvement will be the joint responsibility of Fargo and Moorhead. Any and all major capital improvements must first be approved, in writing, by both Fargo and Moorhead.

e. Moorhead, Fargo and the Park District will each designate a representative who will be the party's representative with respect to any matters relating to the pedestrian bridges in dispute or requiring agreement under the terms of this Agreement. Such representative may be changed from time to time. The representatives will be responsible for resolving any dispute between the parties concerning this Agreement and for the preparing an annual schedule of maintenance and repairs.

f. If the designated representatives cannot agree with respect to any matter requiring agreement or with respect to any dispute concerning this Agreement, the parties will submit the matter to their respective Boards (or a committee established by the Board) to resolve the dispute. If they cannot otherwise settle the dispute, the matter will be submitted to binding arbitration. Unless the parties can agree upon a single arbitrator, each party will select one arbitrator and the two so selected will select the third arbitrator. The decision of a majority of the arbitrators, or the single arbitrator chosen, will be conclusive and binding upon the parties.

9. **Easements**. Each party will each grant any other party any and all necessary easements to enable the other party to perform their obligations under the terms of this Agreement.

10. **Term**. The term of this Agreement will be ten (10) years, with an expiration date of December 31, 2036. This Agreement will automatically renew for successive periods of one (1) year unless terminated by any party. Any party may terminate this Agreement by providing one (1)

year written notice to the other parties.

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

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

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

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

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

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

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

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

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

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

16. **Entire Agreement**. This Agreement constitutes the entire and complete agreement between the parties and supersedes any prior oral or written agreements between the parties with respect to the subject premises. It is expressly agreed that there are no verbal understandings or agreements which in any way change the terms, covenants and conditions set forth herein, and that no modification of this Agreement and no waiver of any of its terms and conditions will be effective unless in writing and duly executed by the parties.

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

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

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

20. **Binding Effect**. All covenants, agreements, warranties and provisions of this Agreement will be binding upon and inure to the benefit of the parties and their respective heirs, representatives, successors and assigns. When used herein, the singular will include the plural, the plural will include the singular, and the use of one gender will include all other genders, as and when the context so requires.

21. **Governing Law**. This Agreement has been made and entered into under the laws of the State of

North Dakota, and said laws will control its interpretation. Any litigation arising out of this Agreement will be venued in State District Court in Cass County, North Dakota, and the parties waive any objection to venue or personal jurisdiction.

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

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

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

25. **Previous Agreements Superseded**. This Agreement supersedes any previous agreement between any of the parties hereto regarding any of the Bridges, or its predecessor.

(Remainder of page intentionally left blank.)

Dated this ___ day of _____, 2026.

CITY OF FARGO, NORTH DAKOTA:

By: _____

Its: _____

ATTEST:

By: _____

Its: _____

(Signatures continue on the following pages.)

Dated this ___ day of _____, 2026.

CITY OF MOORHEAD, MINNESOTA:

By: _____

Its: _____

By: _____

Its: _____

ATTEST:

By: _____

Its: _____

(Signatures continue on the following pages.)

Dated this ___ day of _____, 2026.

PARK DISTRICT OF THE CITY OF FARGO:

By: _____

Its: _____

ATTEST:

By: _____

Its: _____

(Signatures continue on the following pages.)

Dated this ___ day of _____, 2026.

CLAY COUNTY, MINNESOTA:

By: _____

Its: _____

ATTEST:

By: _____

Its: _____

REPORT OF ACTION

PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

Type: Power Occupancy Agreement

Location: 1131 14th St N

Date of Hearing: 5/18/2026

Routing	Date
City Commission	5/26/2026
PWPEC File	X
Project File	Kevin Gorder

The Committee reviewed a communication from Division Engineer, Kevin Gorder, regarding a Power Occupancy Agreement at 1131 14th Street North for TKE Fraternity to upgrade their power supply.

Xcel services this area with overhead power and the secondary power to the facility will be installed underground. Approximately 15' of the underground service will be in the right of way. This install would typically include a $500/year payment to occupy the right of way. Roers is managing the construction of TKE Fraternity's new facility and has asked if the City would waive the annual fee.

On a motion by Tim Mahoney, seconded by Nicole Crutchfield, the Committee voted to recommend approval of the Power Occupancy Agreement with TKE Fraternity.

RECOMMENDED MOTION

Concur with the recommendations of PWPEC and approve the Power Occupancy Agreement with TKE Fraternity.

PROJECT FINANCING INFORMATION:

Recommended source of funding for project: N/A

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

COMMITTEE	Present	Yes	No	Unanimous
				☑
Tim Mahoney, Mayor	☑	☑	☐	
Nicole Crutchfield, Director of Planning	☑	☑	☐	
Gary Lorenz, Fire Chief	☑	☑	☐	
Brenda Derrig, Assistant City Administrator	☐	☐	☐	
Ben Dow, Director of Operations	☑	☑	☐	
Tom Knakmuhs, City Engineer	☑	☑	☐	
Susan Thompson, Finance Director	☑	☑	☐	

ATTEST:

Tom Knakmuhs, P.E.
City Engineer

C: Kristi Olson

THE CITY OF Fargo
FAR MORE

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

Memorandum

To: Members of PWPEC

From: Kevin Gorder - Division Engineer

Date: May 13, 2026

Re: Power Occupancy Agreement – TKE Fraternity

Background:

The TKE Fraternity at 1131 14th Street North is reconstructing their facility and need to upgrade their power supply as part of the project. Xcel services this area with overhead power and the secondary power to the facility will be installed underground. Approximately 15' of the underground service will be in the right of way. This install would typically include a $500/yr payment to be in the ROW. Roers has asked, as the project manager constructing the new facility, if the City would waive the annual fee.

TKE has committed to completing the ROW Occupancy Form, registering with ND One Call, and hire a contractor to locate the line when one is required due to underground work in the area.

Recommended Motion:

Approve the Occupancy Agreement with a waiver of the annual fee.

KOG/klb
Attachment

From: Tyler Miller
To: Kevin Gorder
Subject: TKE Fraternity House
Date: Wednesday, May 13, 2026 3:37:36 PM
Attachments: image001.png

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

Good Afternoon Kevin,

I am reaching out to submit a formal request to have the Right of occupancy fee waived for the TKE Fraternity House located at 1131 14th St N, Fargo, ND 58102. This would be for bringing service from the power pole to the building. After Talking with Xcel, they will not take ownership of the line due to it being a commercial property. The pole is located in the Right of Way and would have about 15' of cable located in the City Right of Way. With this being a fraternity house they are not brining in a lot of money to cover this yearly fee.

We know we would still be responsible for filling out the Right of Way Occupancy Document, and registering the line with the ND One call, and have a contract locator hired to mark the line if any locates are called in.

Let me know if you have any questions or concerns.

Thanks!

Tyler Miller
Project Manager
200 45th Street South | Fargo, ND 58103
phone: 701.356.6427
cell phone: 952.693.5594
email: tmiller@roers.com

ROERS 50 years
CELEBRATING THE PEOPLE BEHIND

Disclaimer

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www.FargoND.gov

May 20, 2026

Honorable Board of City
Commissioners
City of Fargo
Fargo, ND

Re: Project No. UR-26-A1

Dear Commissioners:

Bids were opened at 11:45 am on Wednesday, May 20, 2026, for Storm Sewer Area Repairs, Project No. UR-26-A1, located as follows: Various Sites Citywide.

The bids were as follows:

Key Contracting Inc	$390,845.00
KCI Construction LLC	$437,419.82
Dirt Dynamics	$464,710.00
Dakota Underground Co Inc	$534,177.50
Engineers Estimate	$450,887.50

Private financial security is not needed.

No protests have been received.

This office recommends award of the contract to Key Contracting Inc. in the amount of $390,845.00 as the lowest and best bid.

Sincerely,

Thomas Knakmuhs, P.E.
City Engineer

THE CITY OF Fargo FAR MORE

Engineer's Statement Of Cost
Project # UR-26-A1
Storm Sewer Area Repairs

Various Sites City Wide

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

NOW THEREFORE Thomas Knakmuhs, do hereby certify as follows:

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

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

Storm Sewer Area Repairs Project # UR-26-A1 of the City of Fargo, North Dakota.

Line	Description	Unit	Quantity	Unit Price ($)	Amount ($)
Site 1 - 16.5 St S					
1	Mobilization	LS	1.00	100.00	100.00
2	Remove Pavement All Thicknesses All Types	SY	100.00	1.00	100.00
3	Repair Inlet Floor & Invert	EA	2.00	550.00	1,100.00
4	Connect Pipe to Exist Structure	EA	2.00	1.00	2.00
5	Remove Pipe All Sizes All Types	LF	27.00	1.00	27.00
6	F&I Pipe w/GB 12" Dia Reinf Conc	LF	27.00	1.00	27.00
7	F&I Curb & Gutter Standard (Type II)	LF	64.00	1.00	64.00
8	Remove Curb & Gutter	LF	64.00	1.00	64.00
9	F&I Pavement 8" Thick Reinf Conc	SY	100.00	1.00	100.00
10	Rem & Repl Casting - Inlet	EA	2.00	1.00	2.00
11	Casting to Grade - w/Conc	EA	2.00	1.00	2.00
12	Mulching Type 1 Hydro	SY	20.00	1.00	20.00
13	Seeding Type C	SY	20.00	1.00	20.00
14	Inlet Protection - Existing Inlet	EA	4.00	1.00	4.00
15	Traffic Control - Type 1	LS	1.00	1.00	1.00
				Site 1 - 16.5 St S Total	**1,633.00**
Site 2 - 4773 Douglas Dr					
16	Mobilization	LS	1.00	6,000.00	6,000.00
17	F&I Repair Band 60" Plus Dia	EA	1.00	10,000.00	10,000.00
18	Topsoil - Strip & Spread	CY	25.00	45.00	1,125.00
19	Fill - Import	CY	5.00	100.00	500.00
20	Mulching Type 1 Hydro	SY	1,500.00	0.50	750.00

Line	Description	Unit	Quantity	Unit Price ($)	Amount ($)
21	Seeding Type C	SY	1,500.00	0.50	750.00
				Site 2 - 4773 Douglas Dr Total	**19,125.00**
Site 3 - 3rd Ave S @ 18th St S					
22	Mobilization	LS	1.00	6,000.00	6,000.00
23	F&I Flap Gate 15" Dia Stainless Steel	EA	1.00	2,800.00	2,800.00
24	Repair Pipe 15" Dia	EA	1.00	3,500.00	3,500.00
25	F&I Pipe 15" Dia Reinf Conc	LF	12.00	200.00	2,400.00
26	Remove Pipe All Sizes All Types	LF	12.00	100.00	1,200.00
27	Mulching Type 1 Hydro	SY	550.00	0.50	275.00
28	Seeding Type C	SY	550.00	0.50	275.00
29	Inlet Protection - Existing Inlet	EA	4.00	300.00	1,200.00
30	F&I Slope Protection 5" Thick Reinf Conc	SY	10.00	400.00	4,000.00
				Site 3 - 3rd Ave S @ 18th St S Total	**21,650.00**
Site 4 - Drain 3 @ Dakota Dr					
31	Mobilization	LS	1.00	6,000.00	6,000.00
32	Salvage & Install Fence	LF	20.00	200.00	4,000.00
33	F&I Type A Repair Band 42" thru 54" Dia	EA	1.00	16,500.00	16,500.00
34	F&I Inlet - Round (RDI) Reinf Conc	EA	1.00	5,500.00	5,500.00
35	F&I Pipe 12" Dia Reinf Conc	LF	32.00	200.00	6,400.00
36	Topsoil - Strip & Spread	CY	20.00	45.00	900.00
37	Topsoil - Import	CY	10.00	100.00	1,000.00
38	Fill - Import	CY	5.00	100.00	500.00
39	Casting to Grade - Blvd	EA	1.00	400.00	400.00
40	Mulching Type 1 Hydro	SY	430.00	0.50	215.00
41	Seeding Type C	SY	430.00	0.50	215.00
42	Sediment Control Log 6" to 8" Dia	LF	150.00	6.00	900.00
43	Inlet Protection - Existing Inlet	EA	2.00	300.00	600.00
				Site 4 - Drain 3 @ Dakota Dr Total	**43,130.00**
Site 5 - 13th Ave S & Univ Dr S					
44	Mobilization	LS	1.00	6,000.00	6,000.00
45	Remove Pavement All Thicknesses All Types	SY	55.00	28.00	1,540.00
46	Repair Inlet	EA	1.00	5,500.00	5,500.00
47	Remove Inlet	EA	1.00	1,200.00	1,200.00
48	Fill - Import	CY	5.00	100.00	500.00
49	F&I Curb & Gutter Standard (Type II)	LF	20.00	124.00	2,480.00

Line	Description	Unit	Quantity	Unit Price ($)	Amount ($)
50	Remove Curb & Gutter	LF	20.00	24.00	480.00
51	F&I Pavement 10" Thick Doweled Conc	SY	55.00	260.00	14,300.00
52	F&I Sidewalk 4" Thick Reinf Conc	SY	7.00	155.00	1,085.00
53	Remove Sidewalk All Thicknesses All Types	SY	7.00	27.00	189.00
54	Rem & Repl Casting - Inlet	EA	1.00	1,650.00	1,650.00
55	Casting to Grade - w/Conc	EA	2.00	800.00	1,600.00
56	Inlet Protection - Existing Inlet	EA	5.00	300.00	1,500.00
57	Traffic Control - Type 1	LS	1.00	4,500.00	4,500.00
				Site 5 - 13th Ave S & Univ Dr S Total	**42,524.00**
Site 6 - 2701 Southgate Dr					
58	Mobilization	LS	1.00	100.00	100.00
59	Remove Pavement All Thicknesses All Types	SY	3.50	1.00	3.50
60	Repair Inlet Floor & Invert	EA	1.00	500.00	500.00
61	Fill - Import	CY	10.00	1.00	10.00
62	F&I Curb & Gutter Mountable (Type I)	LF	18.00	1.00	18.00
63	Remove Curb & Gutter	LF	18.00	1.00	18.00
64	Rem & Repl Casting - Inlet	EA	2.00	1.00	2.00
65	Casting to Grade - w/Conc	EA	2.00	1.00	2.00
66	Repair Pavement - Patch Asph	SY	3.50	1.00	3.50
67	Mulching Type 1 Hydro	SY	10.00	1.00	10.00
68	Seeding Type C	SY	10.00	1.00	10.00
69	Inlet Protection - Existing Inlet	EA	1.00	1.00	1.00
70	Traffic Control - Type 1	LS	1.00	1.00	1.00
71	Special Bid Item A	LS	2.00	500.00	1,000.00
72	Special Bid Item B	LS	1.00	500.00	500.00
				Site 6 - 2701 Southgate Dr Total	**2,179.00**
Site 7 - 43.5 St Haz Waste Building					
73	Mobilization	LS	1.00	6,000.00	6,000.00
74	Clear & Grub	LS	1.00	2,200.00	2,200.00
75	F&I Type A Repair Band 27" thru 36" Dia	EA	1.00	8,800.00	8,800.00
76	Topsoil - Strip & Spread	CY	20.00	45.00	900.00
77	Fill - Import	CY	10.00	55.00	550.00
78	Mulching Type 1 Hydro	SY	350.00	0.50	175.00
79	Seeding Type C	SY	350.00	0.50	175.00
80	Sediment Control Log 6" to 8" Dia	LF	50.00	6.00	300.00

Line	Description	Unit	Quantity	Unit Price ($)	Amount ($)
81	Inlet Protection - Existing Inlet	EA	4.00	300.00	1,200.00
				Site 7 - 43.5 St Haz Waste Building Total	**20,300.00**
Site 8 - Drain 27 Gatewell					
82	Mobilization	LS	1.00	100.00	100.00
83	Modify Gatewell	EA	1.00	1,500.00	1,500.00
				Site 8 - Drain 27 Gatewell Total	**1,600.00**
Site 9 - Silverleaf Gatewell					
84	Mobilization	LS	1.00	100.00	100.00
85	Modify Gatewell	EA	1.00	1,500.00	1,500.00
				Site 9 - Silverleaf Gatewell Total	**1,600.00**
Site 10 - Elm St @ 15th Ave N Sites A + B					
86	Mobilization	LS	1.00	8,000.00	8,000.00
87	Clear & Grub	LS	1.00	7,500.00	7,500.00
88	F&I Rip Rap Rock	CY	20.00	450.00	9,000.00
89	Topsoil - Strip & Spread	CY	10.00	45.00	450.00
90	Mulching Type 1 Hydro	SY	350.00	0.50	175.00
91	Seeding Type C	SY	350.00	0.50	175.00
92	Silt Curtain	LF	50.00	55.00	2,750.00
93	Sediment Control Log 6" to 8" Dia	LF	200.00	6.00	1,200.00
				Site 10 - Elm St @ 15th Ave N Sites A + B Total	**29,250.00**
Site 11 - Elm St @ 14th Ave N					
94	Mobilization	LS	1.00	6,000.00	6,000.00
95	Clear & Grub	LS	1.00	7,500.00	7,500.00
96	F&I Rip Rap Rock	CY	15.00	450.00	6,750.00
97	Topsoil - Strip & Spread	CY	10.00	45.00	450.00
98	Mulching Type 1 Hydro	SY	100.00	0.50	50.00
99	Seeding Type C	SY	100.00	0.50	50.00
100	Silt Curtain	LF	50.00	55.00	2,750.00
101	Sediment Control Log 6" to 8" Dia	LF	50.00	6.00	300.00
102	Inlet Protection - Existing Inlet	EA	1.00	300.00	300.00
				Site 11 - Elm St @ 14th Ave N Total	**24,150.00**
Site 12 - 6th Ave S					
103	Mobilization	LS	1.00	6,000.00	6,000.00
104	Clear & Grub	LS	1.00	4,500.00	4,500.00
105	F&I Rip Rap Rock	CY	10.00	550.00	5,500.00

Line	Description	Unit	Quantity	Unit Price ($)	Amount ($)
106	Mulching Type 1 Hydro	SY	1,400.00	0.50	700.00
107	Seeding Type C	SY	1,400.00	0.50	700.00
108	Silt Curtain	LF	50.00	55.00	2,750.00
109	Sediment Control Log 6" to 8" Dia	LF	50.00	6.00	300.00
				Site 12 - 6th Ave S Total	**20,450.00**
Site 13 - Cemetery 5th St S					
110	Mobilization	LS	1.00	6,000.00	6,000.00
111	Clear & Grub	LS	1.00	5,500.00	5,500.00
112	Remove Pipe All Sizes All Types	LF	32.00	220.00	7,040.00
113	F&I Rip Rap Rock	CY	55.00	200.00	11,000.00
114	F&I Flared End Section 33" Dia Reinf Conc	EA	1.00	5,500.00	5,500.00
115	Topsoil - Strip & Spread	CY	20.00	45.00	900.00
116	Mulching Type 1 Hydro	SY	600.00	0.50	300.00
117	Seeding Type C	SY	600.00	0.50	300.00
118	Silt Curtain	LF	50.00	55.00	2,750.00
119	Sediment Control Log 6" to 8" Dia	LF	75.00	6.00	450.00
				Site 13 - Cemetery 5th St S Total	**39,740.00**
Site 14 - Southwood Dr					
120	Mobilization	LS	1.00	6,000.00	6,000.00
121	Clear & Grub	LS	1.00	2,200.00	2,200.00
122	F&I Rip Rap Rock	CY	16.00	240.00	3,840.00
123	Topsoil - Strip & Spread	CY	5.00	45.00	225.00
124	Mulching Type 1 Hydro	SY	2,200.00	0.50	1,100.00
125	Seeding Type C	SY	2,200.00	0.50	1,100.00
126	Sediment Control Log 6" to 8" Dia	LF	50.00	6.00	300.00
127	Inlet Protection - Existing Inlet	EA	2.00	300.00	600.00
				Site 14 - Southwood Dr Total	**15,365.00**
Site 15 - Lindenwood Park					
128	Mobilization	LS	1.00	6,000.00	6,000.00
129	F&I Repair Band 60" Plus Dia	EA	1.00	16,200.00	16,200.00
130	Topsoil - Strip & Spread	CY	15.00	45.00	675.00
131	Fill - Import	CY	15.00	60.00	900.00
132	Rem & Repl Pavement 6" Thick Asph	SY	235.00	120.00	28,200.00
133	Mulching Type 1 Hydro	SY	280.00	0.50	140.00
134	Seeding Type C	SY	280.00	0.50	140.00

Line	Description	Unit	Quantity	Unit Price ($)	Amount ($)
135	Silt Curtain	LF	50.00	55.00	2,750.00
136	Sediment Control Log 6" to 8" Dia	LF	100.00	6.00	600.00
				Site 15 - Lindenwood Park Total	**55,605.00**
Site 16 - Timberline Dr S					
137	Mobilization	LS	1.00	6,000.00	6,000.00
138	Topsoil - Import	CY	12.00	100.00	1,200.00
139	Site Grading	LS	1.00	5,500.00	5,500.00
140	Mulching Type 1 Hydro	SY	1,400.00	0.50	700.00
141	Seeding Type C	SY	1,400.00	0.50	700.00
142	Inlet Protection - Existing Inlet	EA	2.00	30.00	60.00
				Site 16 - Timberline Dr S Total	**14,160.00**
Site 17 - Lift Station 13 Outfall					
143	Mobilization	LS	1.00	500.00	500.00
144	F&I Trash Guard	EA	1.00	5,500.00	5,500.00
				Site 17 - Lift Station 13 Outfall Total	**6,000.00**
Site 18 - 32nd Ave N					
145	Mobilization	LS	1.00	6,000.00	6,000.00
146	Topsoil - Strip & Spread	CY	10.00	55.00	550.00
147	Fill - Import	CY	10.00	55.00	550.00
148	F&I Type A Repair Band 27" thru 36" Dia	EA	1.00	7,500.00	7,500.00
149	Seeding Type C	SY	500.00	0.80	400.00
150	Mulching Type 1 Hydro	SY	500.00	0.80	400.00
151	Sediment Control Log 6" to 8" Dia	LF	50.00	5.00	250.00
				Site 18 - 32nd Ave N Total	**15,650.00**
Site 19 - 45th St S @ 5th Ave S					
152	Mobilization	LS	1.00	6,000.00	6,000.00
153	Topsoil - Strip & Spread	CY	10.00	55.00	550.00
154	Fill - Import	CY	10.00	55.00	550.00
155	F&I Repair Band 14" thru 24" Dia	EA	1.00	7,500.00	7,500.00
156	Seeding Type C	SY	240.00	0.80	192.00
157	Mulching Type 1 Hydro	SY	240.00	0.80	192.00
158	Sediment Control Log 6" to 8" Dia	LF	50.00	5.00	250.00
159	Inlet Protection - Existing Inlet	EA	5.00	300.00	1,500.00
				Site 19 - 45th St S @ 5th Ave S Total	**16,734.00**
				Total Construction in $	**390,845.00**

Engineering	10.00%	39,084.50
Admin	4.00%	15,633.80
Legal	3.00%	11,725.35
Interest	4.00%	15,633.80
Contingency	5.00%	19,542.25
Total Estimated Costs		**492,464.70**
Utility Funds - Stormwater - 524		492,464.70
Unfunded Costs		**0.00**

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

Thomas Knakmuhs, P.E.
City Engineer

THE CITY OF Fargo
FAR MORE

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

May 20, 2026

Honorable Board of City
Commissioners
City of Fargo
Fargo, ND

Re: Project No. NR-26-C2

Dear Commissioners:

Bids were opened at 11:45 AM on Wednesday, May 20, 2026, for Lift Station #40 Rehab, located on 32nd Avenue Northeast, East of Eagle Street North, Project No. NR-26-C.

For the bidding and advertising of this project, the North Dakota Century Code Section 48-01.2-06 was utilized due to the Engineer's estimated electrical costs for the project to be greater than $50,000.00. Therefore, the North Dakota Century Code required bids for this project to be received for the following: General Construction, Electrical Construction and Combined.

The bids received were as follows:

Company	General	Electrical	Combined
Key Contracting, Inc.	$571,947.00	-	$621,947.00
JDP Electric, Inc.	-	$38,919.00	-
CC Steel, LLC	$599,929.00	-	$640,929.00
Meyer Contracting, Inc.	$734,967.00		$778,182.64

Original Engineer's Estimate $ 594,420.00

As a result of the bids received, the apparent low bid is a combination of the General Construction bid submitted by Key Contracting, Inc. of $571,947.00 and the Electrical Construction bid submitted by JDP Electric, Inc. of $38,919.00. The total of these two bids are $610,866.00, which is less than the lowest Combined bid submitted.

For proper accounting and administration of the General Construction and Electrical Construction contracts, it is necessary to assign new phase numbers to Project No. NR-26-C. These new phase numbers will replace Project No. NR-26-C2, which is the phase these bids were received under. The new phases for the General Construction contract and Electrical Construction contract shall be known as Project No. NR-26-C3 and Project No. NR-26-C4, respectively.

The special assessment escrow is not required.

Recommended Motion:

Engineering staff is recommending award of a General Construction contract (Project No. NR-26-C3) to Key Contracting, Inc. in the amount of $571,947.00 as the lowest and best bid received for General Construction, and an award of an Electrical Construction contract (Project No. NR-26-C4) to JDP Electric, Inc. in the amount of $38,919.00 as the lowest and best bid received for Electrical Construction.

Sincerely,

Tom Knakmuhs
City Engineer

TAK/klb

THE CITY OF Fargo FAR MORE

Engineer's Statement Of Cost
Project # NR-26-C3
LS #40 Rehab - General Contract

On 32nd Avenue Northeast, east of Eagle Street North

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

NOW THEREFORE Jason Leonard, do hereby certify as follows:

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

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

LS #40 Rehab - General Contract Project # NR-26-C3 of the City of Fargo, North Dakota.

Line	Description	Unit	Quantity	Unit Price ($)	Amount ($)
Miscellaneous					
1	Remove Fence	LF	130.00	45.00	5,850.00
2	Remove Gravel	SY	120.00	9.00	1,080.00
3	Mobilization	LS	1.00	16,000.00	16,000.00
4	F&I Swing Gate	EA	1.00	6,800.00	6,800.00
5	F&I Barricade Type III	EA	3.00	1,250.00	3,750.00
				Miscellaneous Total	**33,480.00**
Storm Sewer					
6	Modify Lift Station	EA	1.00	99,360.00	99,360.00
7	F&I Sluice Gate 36" Dia Stainless Steel	EA	1.00	32,050.00	32,050.00
8	F&I Manhole 5' Dia Reinf Conc	EA	1.00	32,600.00	32,600.00
9	F&I Lift Station Pumps	LS	1.00	223,790.00	223,790.00
10	F&I Lift Station Controls	LS	1.00	54,500.00	54,500.00
				Storm Sewer Total	**442,300.00**
Paving					
11	F&I Pavement 8" Thick Reinf Conc	SY	251.00	108.00	27,108.00
12	F&I Crushed Conc - 9" Thick	SY	251.00	18.00	4,518.00
13	F&I Woven Geotextile	SY	251.00	6.00	1,506.00
14	F&I Curb & Gutter Mountable (Type I)	LF	20.00	90.00	1,800.00
15	F&I Sidewalk 4" Thick Reinf Conc	SY	32.00	180.00	5,760.00
				Paving Total	**40,692.00**
Erosion Control					
16	Temp Construction Entrance	EA	1.00	3,500.00	3,500.00

Line	Description	Unit	Quantity	Unit Price ($)	Amount ($)
17	Inlet Protection - Existing Inlet	EA	3.00	300.00	900.00
18	Silt Fence - Standard	LF	465.00	3.00	1,395.00
				Erosion Control Total	**5,795.00**
Landscaping					
19	Mulching Type 1 Hydro	SY	1,800.00	0.80	1,440.00
20	F&I Fence	LF	80.00	380.00	30,400.00
21	Site Grading	LS	1.00	4,500.00	4,500.00
22	Seeding Type C	SY	1,800.00	1.00	1,800.00
23	Overseeding	SY	1,800.00	0.20	360.00
24	Weed Control Type B	SY	1,800.00	0.10	180.00
25	Topsoil - Import	CY	50.00	65.00	3,250.00
26	Fill - Import	CY	50.00	65.00	3,250.00
27	Topsoil - Strip & Spread	LS	1.00	4,500.00	4,500.00
				Landscaping Total	**49,680.00**
				Total Construction in $	**571,947.00**

Contingency	10.00%	57,194.70
	Misc. Costs	22,500.00
	Total Estimated Costs	**651,641.70**
	Sales Tax Funds - Flood Control - 460	651,641.70
	Unfunded Costs	**0.00**

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

Jason Leonard, P.E.
Division Engineer

THE CITY OF Fargo FAR MORE

Engineer's Statement Of Cost
Project # NR-26-C4
LS #40 Rehab - Electrical Contract

On 32nd Avenue Northeast, east of Eagle Street North

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

NOW THEREFORE Thomas Knakmuhs, do hereby certify as follows:

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

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

LS #40 Rehab - Electrical Contract Project # NR-26-C4 of the City of Fargo, North Dakota.

Line	Description	Unit	Quantity	Unit Price ($)	Amount ($)
Electrical					
1	Modify Lift Station Electrical	LS	1.00	38,919.00	38,919.00
				Electrical Total	**38,919.00**
				Total Construction in $	**38,919.00**

Contingency	10.00%	3,891.90
	Misc. Costs	9,248.00
	Total Estimated Costs	**52,058.90**
	Sales Tax Funds - Flood Control - 460	52,058.90
	Unfunded Costs	**0.00**

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

Thomas Knakmuhs, P.E.
City Engineer

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

May 20, 2026

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

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

Dear Commissioners:

Enclosed and delivered to the City Commission office is an original Memorandum of Offer to Landowner document and a temporary easement in association with Improvement District #BR-26-G1. Final purchase price has been reached and at this time we are requesting authorization from the Commission to proceed with the purchase. All land acquisition procedures have been followed and the City Engineer's office recommends purchase.

RECOMMENDED MOTION: I/we hereby move to approve and authorize the purchase of a temporary easement from **Jean Pich, Trenton Pic-Armbrust & Vance Pic-Armbrust** in association with Improvement District #BR-26-G1 and that the Mayor is instructed to execute the Memorandum of Offer to Landowner & Easement document on behalf of the City of Fargo.

Please return the signed originals.

Respectfully submitted,

Shawn G. Bullinger
Land Acquisition Specialist

C: Kasey McNary
Rob Hasey

THE CITY OF Fargo FAR MORE

Engineering Department
225 4th Street North
Fargo, ND 58102

Phone 701.241.1545
Fax 701.241.8101
feng@FargoND.gov

MEMORANDUM OF OFFER TO LANDOWNER

Project BR-26-G1	County Cass	Parcel(s) 01-2840-00655-000
Landowner Jean Pich, Trenton Pic-Armbrust & Vance Pic-Armbrust		
Mailing Address 2401 17th Ave S Fargo, ND 58103		

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

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

I, as right of way agent for the City of Fargo Engineering Department, am hereby authorized to offer the following amount of $ ~~1,234.00~~ 1,234.02 SGB as full compensation for the fee and/or temporary taking of the foresaid parcels and all damages incidental thereto. The offer set forth has been established through one of the following, Basic Data Book, Certified Appraisal, City of Fargo Minimum Payment Policy. A breakdown of this offer is as follows:

Land	$
Easement and Access Control	$ ~~1,234.00~~ 1,234.02 SGB
Improvements on Right of Way*	$
Damages to Remainder	$
Total Offer	$ ~~1,234.00~~ 1,234.02 SGB

*Description of Damages to Remainder are as follows:

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

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

Vance Pic-Armbrust

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

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

Dr. Timothy J. Mahoney
MAYOR

SIGNATURE

DATE

EASEMENT

(Temporary Construction Easement)

KNOW ALL MEN BY THESE PRESENTS that **JEAN PICH, TRENTON PIC-ARMBRUST, AND VANCE PIC-ARMBRUST**, whose address is 2401 17th Ave S, Fargo, ND58103, hereinafter referred to as "Grantor", whether one or more, for and in consideration of the sum of One and no/100 Dollars ($1.00) and other valuable consideration, to it in hand paid the receipt whereof is hereby acknowledged, **HEREBY GRANTS UNTO THE CITY OF FARGO, CASS COUNTY, NORTH DAKOTA,** a municipal corporation, its successors and assigns, hereinafter referred to as "Grantee", temporary construction easements under, over, upon and in the lands hereinafter described for the purpose of storage of materials and job site layout for construction, together with the customary appurtenances, said tract being described as follows:

That part of Lot 8, Block 5C, REPLAT OF BLOCK (5), SOUTHVIEW VILLAGES ADDITION, according to the recorded plat thereof, on file and of record in the office of the Recorder, Cass County, North Dakota, described as follows:

The south 10.00 feet of said Lot 8, as measured at a right angle to and parallel with the south line of said Lot 8.

AND

The west 30.00 feet of the north 10.00 feet of the south 20.00 feet of said Lot 8, as measured at right angles to and parallel with the west and south lines of said Lot 8.

Containing a combined 1,000 square feet, more or less, and subject to all easements, restrictions and reservations of record, if any.

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

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

This Easement shall terminate on November 15, 2028, or at the end of the project, whichever occurs later.

[Signature pages to follow]

IN WITNESS WHEREOF, Grantor has set their hands and caused this instrument to be executed this 20 day of MAY, 2026.

GRANTOR:

Jean Pich

Jean Pich

STATE OF NORTH DAKOTA)
)
COUNTY OF CASS)

On this 20 day of MAY, 2026, before me a notary public in and for said county and state, personally appeared Jean Pich, known to me to be the person described herein, and who executed the within and foregoing instrument, and acknowledged that she executed the same.

(SEAL)

SHAWN G BULLINGER
Notary Public
State of North Dakota
My Commission Expires May 18, 2029

Shawn G. Bullinger

Notary Public
My Commission Expires:

IN WITNESS WHEREOF, Grantor has set their hands and caused this instrument to be executed this 20 day of MAY, 2026.

GRANTOR:

Trenton Pic-Armbrust

STATE OF NORTH DAKOTA)
)
COUNTY OF CASS)

On this 20 day of MAY, 2026, before me a notary public in and for said county and state, personally appeared Trenton Pic-Armbrust, known to me to be the person described herein, and who executed the within and foregoing instrument, and acknowledged that he executed the same.

(SEAL)

SHAWN G BULLINGER
Notary Public
State of North Dakota
My Commission Expires May 18, 2029

Notary Public
My Commission Expires:

IN WITNESS WHEREOF, Grantor has set their hands and caused this instrument to be executed this 20 day of MAY, 2026.

GRANTOR:

Vance Pic-Armbrust

STATE OF NORTH DAKOTA)
)
COUNTY OF CASS)

On this 20 day of MAY, 2026, before me a notary public in and for said county and state, personally appeared Vance Pic-Armbrust, known to me to be the person described herein, and who executed the within and foregoing instrument, and acknowledged that he executed the same.

(SEAL)

SHAWN G BULLINGER
Notary Public
State of North Dakota
My Commission Expires May 18, 2029

Notary Public
My Commission Expires:

GRANTEE:

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

_____

Timothy J. Mahoney, Mayor

ATTEST:

_____

Angie Bear
Deputy Auditor on behalf of City Auditor

STATE OF NORTH DAKOTA)
)
COUNTY OF CASS)

On this _____ day of _____, 2026, before me a notary public in and for said county and state, personally appeared Timothy J. Mahoney and Angie Bear, known to me to be the Mayor and Deputy City Auditor, respectively, of the city of Fargo, the Grantee described in and that executed the within and foregoing instrument, and acknowledged to me that said Grantee executed the same.

(SEAL)

_____

Notary Public
My Commission Expires:

The legal description was prepared by:
Steven W. Holm (LS-6571)
Professional Land Surveyor

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

COVER SHEET
CITY OF FARGO PROJECTS

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

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

Sanitary Sewer Lining

Improvement District No. UR-26-G

Call For Bids	May 26	, 2026
Advertise Dates	June 3 & 10	, 2026
Bid Opening Date	July 1	, 2026
Substantial Completion Date	June 1	, 2027
Final Completion Date	July 1	, 2027

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

Project Engineer Shane Geraghty

Phone No. (701) 241-1545

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

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

REPORT OF ACTION

PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

Improvement District No. UR-26-G1

Type: 2026 CIP Revision

Location: 3rd Ave S, 32nd St – 40th St
19th Ave N, 18th St – 57th St

Date of Hearing: 5/18/2026

Routing	Date
City Commission	5/26/26
PWPEC File	X
Project File	Jason Leonard

The Committee reviewed a communication from Division Engineer, Jason Leonard, regarding the addition of Improvement District No. UR-26-G1 to the 2026 CIP.

Engineering is requesting approval to add Improvement District No. UR-26-G1 to the 2026 CIP. This project is for Sanitary Sewer CIPP Lining Improvements and Manhole Rehabilitation.

The estimated construction cost for this project is $1,750,000 and will be funded by Special Assessments and Wastewater Utility Funds.

On a motion by Ben Dow, seconded by Gary Lorenz, the Committee voted to recommend approval of adding Improvement District No. UR-26-G1 to the 2026 CIP.

RECOMMENDED MOTION
Concur with the recommendations of PWPEC and approve the addition of Improvement District No. UR-26-G1 to the 2026 CIP.

PROJECT FINANCING INFORMATION:
Recommended source of funding for project: Special Assessments & Wastewater Utility Funds

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

COMMITTEE	Present	Yes	No	Unanimous
				☑
Tim Mahoney, Mayor	☑	☑	☐	
Nicole Crutchfield, Director of Planning	☑	☑	☐	
Gary Lorenz, Fire Chief	☑	☑	☐	
Brenda Derrig, Assistant City Administrator	☐	☐	☐	
Ben Dow, Director of Operations	☑	☑	☐	
Tom Knakmuhs, City Engineer	☑	☑	☐	
Susan Thompson, Finance Director	☑	☑	☐	

ATTEST:

Tom Knakmuhs, P.E.
City Engineer

C: Kristi Olson

RESOLUTIONS PERTAINING TO IMPROVEMENT DISTRICT NO. UR-26-G

SANITARY SEWER LINING

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

That the Board of City Commissioners deems it expedient that Improvement District No. UR-26-G (Sanitary Sewer Lining) in the City of Fargo, North Dakota, be created in accordance with North Dakota Century Code, Section 40-22-08 and the location and comprising included with the Engineer's Report,

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

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

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

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

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

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

C E R T I F I C A T E

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

I, Susan Thompson, the duly appointed, qualified and acting City Auditor of the City of Fargo, North Dakota do hereby certify that the foregoing is a full, true and correct copy of the resolution adopted by the Board of City Commissioners of the City of Fargo at the Regular Meeting of the Board held on Tuesday, May 26th, 2026.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the Seal of the City of Fargo, North Dakota, this 20th day of May, 2026.

_____

Susan Thompson
City Auditor

(SEAL)

THE CITY OF Fargo FAR MORE

ENGINEER'S REPORT
SANITARY SEWER LINING
IMPROVEMENT DISTRICT NO. UR-26-G
2ND AVENUE SOUTH FROM 40TH STREET SOUTH TO 38TH STREET SOUTH, 38TH STREET SOUTH FROM 2ND AVENUE SOUTH TO 3RD AVENUE SOUTH, 3RD AVENUE SOUTH FROM 36TH STREET SOUTH TO 32ND STREET SOUTH; 19TH AVENUE NORTH FROM 57TH STREET NORTH TO INTERSTATE 29.

Nature & Scope

Cured-in-place lining for sanitary sewer mains and sanitary services. Manhole hole repair of bottom section of sanitary manholes with epoxy liner.

Purpose

Repair deficiencies in sanitary sewer system by lining of sanitary pipes and manhole repairs without the need for excavation and replacement.

Special Assessment District

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

Feasibility

The estimated cost of construction is $1,419,235.00. The cost breakdown is as follows:

Sanitary Sewer - 3rd Avenue S

Construction Cost		$490,935.00
Fees		
Admin	4%	$19,637.40
Contingency	5%	$24,546.75
Engineering	10%	$49,093.50
Interest	4%	$19,637.40
Legal	3%	$14,728.05
Total Estimated Cost		**$618,578.10**
Funding		
Utility Funds - Wastewater - 521	55.18%	$341,313.30
Special Assessments	44.82%	$277,264.80

Sanitary Sewer - 19th Avenue N

Construction Cost		$928,300.00
Fees		
Admin	4%	$37,132.00
Contingency	5%	$46,415.00
Engineering	10%	$92,830.00
Interest	4%	$37,132.00
Legal	3%	$27,849.00
Total Estimated Cost		**$1,169,658.00**
Funding		
Utility Funds - Wastewater - 521	100.00%	$1,169,658.00

Project Funding Summary

Utility Funds - Wastewater - 521	84.50%	$1,510,971.30
Special Assessments	15.50%	$277,264.80
Total Estimated Project Cost		**$1,788,236.10**

We believe this project to be cost effective.

Thomas Knakmuhs, P.E.
City Engineer

THE CITY OF Fargo FAR MORE

LOCATION AND COMPRISING

SANITARY SEWER LINING

IMPROVEMENT DISTRICT NO. UR-26-G

2ND AVENUE SOUTH FROM 40TH STREET SOUTH TO 38TH STREET SOUTH, 38TH STREET SOUTH FROM 2ND AVENUE SOUTH TO 3RD AVENUE SOUTH, 3RD AVENUE SOUTH FROM 36TH STREET SOUTH TO 32ND STREET SOUTH; 19TH AVENUE NORTH FROM 57TH STREET NORTH TO INTERSTATE 29.

LOCATION:

On 2nd Avenue South from 250' east of 40th Street South to 38th Street South.

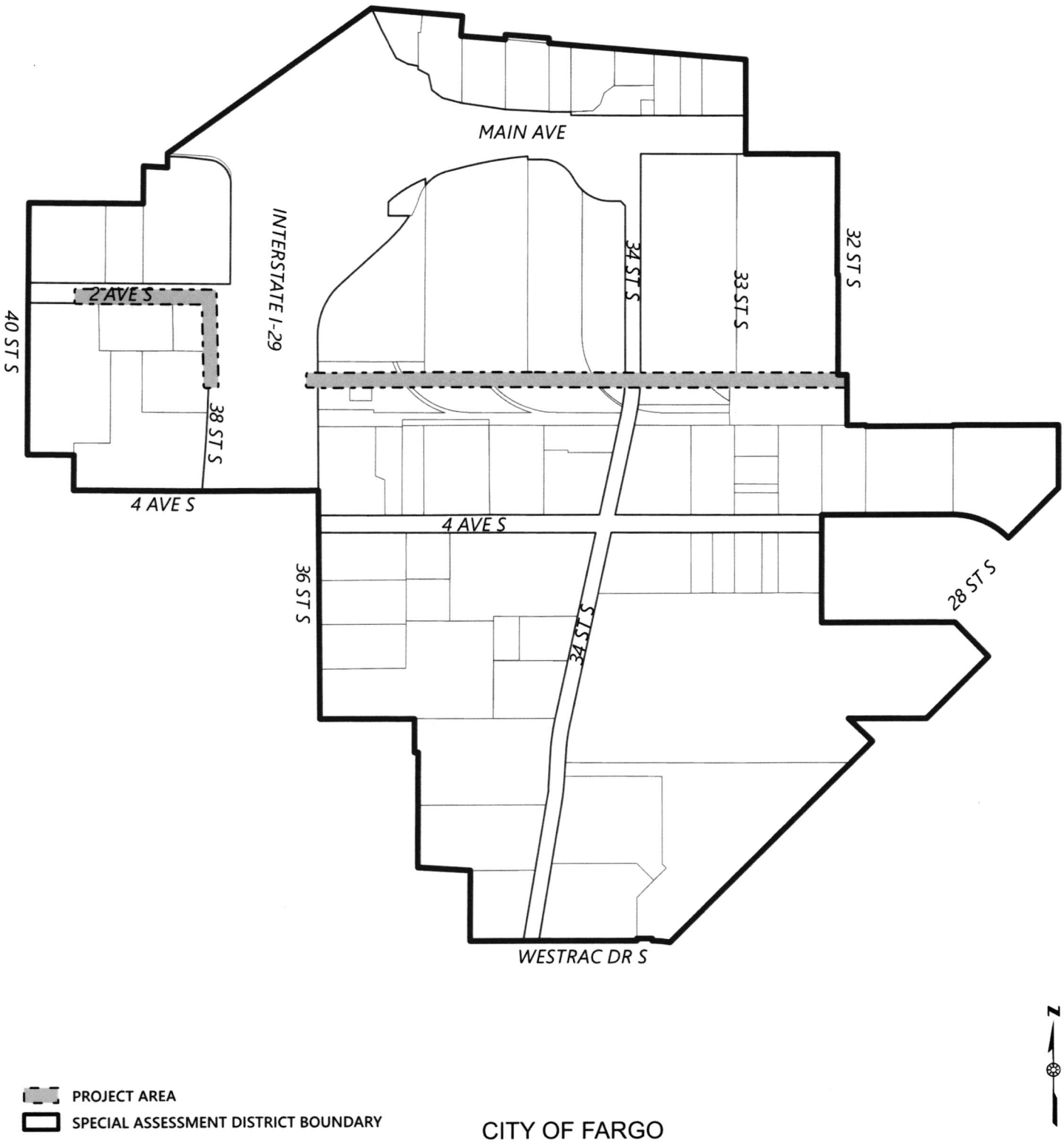
On 38th Street South from 2nd Avenue South to 3rd Avenue South.

On 3rd Avenue South from 36th Street South to 32nd Street South.

COMPRISING:

The area bounded on the north by 1st Avenue North, on the east by 29th Street South, on the south by Westrac Drive South and on the west by 40th Street South.

Please refer to the Special Assessment Map for precise parcel locations within the assessment area.



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

RESOLUTION DECLARING
SANITARY SEWER LINING
NECESSARY
IMPROVEMENT DISTRICT NO. UR-26-G

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

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

That a portion of said Sanitary Sewer Lining improvement is to be paid from State and Local Funds, and approximately 15.50% is to be assessed against the benefited property in amounts proportionate to and not exceeding the benefits to be derived by them respectively from said improvement.

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

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

C E R T I F I C A T E

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

I, Susan Thompson, the duly appointed, qualified and acting City Auditor of the City of Fargo, North Dakota do hereby certify that the foregoing is a full, true, and correct copy of a Resolution adopted by the Board of City Commissioners of the City of Fargo at the Regular Meeting of the Board held on Tuesday, May 26th, 2026.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the Seal of the City of Fargo, North Dakota, this 26th day of May, 2026.

40-22-15
40-22-17

_____
Susan Thompson
City Auditor

(SEAL)

(June 3 and 10, 2026)

CONTRACT

THIS AGREEMENT, made and entered into this May 11, 2026, between the City of Fargo (a Municipal Corporation, under the laws of North Dakota) by the City Commission, herinafter called the City, and Northern Improvement Co, hereinafter called the Contractor.

Contractor is hereby awarded the Contract to construct Asphalt Mill & Overlay, Improvement District, PR-26-E1 in accordance with the attached Proposal. Contractor agrees to undertake and execute all work in a good, substantial and workmanlike manner, and to furnish all the materials, tools and labor necessary to properly perform and complete the work ready for use, in strict accordance with the Special Instructions to Bidders and the plans mentioned therein and the City of Fargo Standard Specifications for Construction in effect at the time of the bid opening, and under penalty expressed in the attached bond, which are hereby declared and accepted as essential parts of the unit prices named in the Proposal.

What the Contract Price Includes

The price in the Proposal is for the completed work, and includes the furnishing of all the materials, labor, tools and appliances, and all expenses, direct and indirect, connected with the proper execution of the work in accordance with the plans, profiles and specifications for the work, and maintaining the same until it is accepted by the City Commission.

Extra Work Part of Contract

When directed in writing by the City Engineer or an authorized representative ("City Engineer" inclusively) to do so, the Contractor shall furnish material and do extra work connected with or necessary to the proper completion of the work. Prices for extra work will be agreed upon by the City Engineer or an authorized representative and the Contractor as specified in Section 9000 of the Standard Specifications for Construction.

Bills for Extra Work

Within thirty (30) days of completion of the extra work authorized by "Contractors Order," as defined in the City of Fargo Standard Specifications for Construction, the Contractor shall present to the City Engineer or an authorized representative the "Contractor's Order," and a full and complete itemized statement of extra work, and the date the extra work was completed. City Engineer or an authorized representative shall certify the correctness of the amount and character of labor performed and materials furnished and add it to the estimate of the amount due the Contractor. A "Contractor's Order" for extra work not presented within 30 days of completion will not be paid.

Inspection

All materials furnished by the Contractor are subject to the inspection and approval of the City Engineer or an authorized representative at all times during the progress of the work, and until the final completion of the same. Contractor shall allow sufficient time to enable the City Engineer or an authorized representative to make the proper tests and inspection. As soon as the materials are tested and inspected, the Contractor shall immediately remove all rejected materials from the work and to such a point distant there from as the City Engineer or authorized representative may require. No materials shall be used before being inspected and approved by the City Engineer or authorized representative. Failure of the City Engineer or authorized representative to condemn or reject inferior materials or work does not imply acceptance of the same should their inferiority become evident at any time.

The Contractor shall furnish at their own expense such labor as may be required to enable a thorough inspection and culling of all materials.

Obstruction, Guard and Contractor's Liability

The Contractor shall follow Section 4100 of the Standard Specifications for Construction in all cases to maintain a safe passageway at all road crossings, crosswalks and street intersections, and shall do all other things necessary to prevent accidents or loss of any kind, and shall save the City harmless forever from any and all damages, costs, and expenses resulting from the neglect or failure of the Contractor in the performance of this Contract, to properly protect the public and employees from injury to person or property.

Property Liable to Damages

The Contractor shall be liable for any and all damage to public and private utilities, including but not limited to, water, gas, steam or other pipes, flumes, poles or conduits or other property owned by any person or corporation. Contractor shall have ten (10) days following notice from the City to repair or replace the damaged property. After ten (10) days City may arrange for such repairs or replacements to be made as necessary and deduct from any sum or sums due or to become due Contractor under this Contract the cost thereof. The Contractor will be responsible for all survey irons and monuments, and if disturbed they will be replaced by a Registered Land Surveyor of the State of North Dakota, at the Contractor's own expense. Contractor is responsible for damage to any underground or overhead piping, wiring, or other utility property occurring during any excavation or construction by Contractor. The Contractor, before commencing any excavation or construction, shall locate the previously mentioned underground property by contacting the following:

ND One Call..... 1-800-795-0555

Time of Commencement and Completion

The Contractor shall commence the work within thirty (30) days after written notice from the City, continue the work without interruption, and complete the entire Contract on or before the final completion date specified in the special instructions to bidders incorporated and made a part of this contract herein. Contractor's failure to satisfactorily and timely complete the Contract work shall result in a deduction by City, out of the money which may be due or become due Contractor liquidated damages in accordance with the agreed upon schedule contained within the attached Notice of Award, fixed and determined by the parties to be liquidated damages.

Substantial completion shall consist of the following items unless otherwise noted in the Special Instructions to Bidders:

1. Projects with underground utilities: Substantial completion shall consist of the installation of all main line sewer, water, storm sewer pipe. Installation shall include testing of water main and sanitary sewer and installation of sewer and water services. All underground utilities shall be functional.
2. Projects with paving; Substantial completion requires that the curb and gutter and paving section be installed and functional. This includes driveways, sidewalks, finish grading, street lights, and signals.
3. In all other projects: Substantial completion shall mean that the specified improvement is operational and/or functional.

Final completion shall consist of completing remaining items and the repair of all punch list and clean up items.

At any time before expiration of the original or extended Contract time, a written request may be made to the City Engineer for additional time to complete the Contract. The request shall be supported by adequate documentation stating the reasons and basis for the request. The City Engineer's determination will consider to what extent the delays were caused by conditions beyond the Contractor's control that may be offset by time lost due to the failure to diligently prosecute the work or to other conditions within the Contractor's control. A plea that insufficient time was specified is not a valid reason for a time extension. A time extension will not be considered for inclement weather or for the time period from November 15 to April 15.

Contractor must pay City liquidated damages for failure to timely complete the Contract work irrespective of whether there are monies due on the Contract.

Claim for Damages

Delay occasioned by any act or omission over which the Contractor has no control, or on the part of the City, may entitle the Contractor to an extension of time in which to complete the work. Contractor shall give notice in writing to the City Commission of the cause of such delay within thirty (30) days, yet in no case after the expiration of the original or extended Contract time.

Subletting

The Contractor shall not assign or sublet the whole or any portion of the Contract work (except for the supply of materials, equipment and tools) without first obtaining the written consent of the City Engineer. Consent given does not release the Contractor from responsibility. Contractor shall be held accountable the same as if no consent had been given. The Contractor will be required to give their personal attention to the work.

Specifications, Plans and Stakes

The work shall be done in strict conformity to the plans, profiles and specifications and to the exact lines and grades as defined by the City Engineer.

Cleaning Up

Immediately upon the completion of the work on each block, the Contractor shall at their cost and expense, clean up and remove all refuse materials of every kind resulting from the work. If Contractor fails to clean up and remove refuse within twenty-four (24) hours after having been notified by the City Engineer or authorized representative, the work may be done by the City and the cost thereof charged to the Contractor or deducted from the amount due the Contractor on their estimate.

Orders

Whenever the Contractor is not present on any part of the work where it may be necessary to give instructions, orders may be given by the City Engineer or authorized representative to the superintendent or foreman who

may have charge of the particular work in question, and such orders shall be obeyed.

Defective Work

The Contractor, upon being so directed by the City Engineer or authorized representative, shall suspend, remove or reconstruct, or make good without charge any work which they may consider to be defectively executed.

Competent Workers to be Employed

The Contractor shall provide and have at all times a competent Superintendent in charge of the overall Project who will be personally available at the site of the work within 24 hours notice. This Superintendent may be either the Contractor himself or a responsible employee who has been authorized to act in the Contractor's behalf. This individual shall be fully authorized to:

(a) Conduct all business with the subcontractors.

(b) Negotiate and execute all Contract change orders or directly coordinate with the Contractor on such matters.

(c) Execute the orders and directions of the Engineer or authorized representative without delay.

(d) Promptly supply the materials, equipment, tools, labor, and incidentals necessary for prosecution of the work.

At all times while work is actually being performed, the Contractor shall have at the site of the work a competent individual who is:

(a) Authorized and fully capable of managing, directing, and coordinating the work in progress.

(b) Thoroughly experienced in the type of work being performed.

(c) Capable of reading and thoroughly understanding the Plans and Specifications.

(d) Authorized to receive instructions from the Engineer or authorized representative.

If this individual is an employee of someone other than the Contractor, the Contractor shall notify the Engineer or authorized representative as to who will act in the supervisory capacity stated above. This individual and the Superintendent having overall responsibility for the Project may be one and the same person if constantly available in person on the Project and fully qualified in all other respects.

If any person employed by the Contractor appears incompetent, disorderly, or disobedient to the City Engineer or authorized representative, they shall be discharged immediately upon request of the City Engineer or authorized representative and shall not again be employed upon the work without the consent of the City Engineer or authorized representative. Contractor must give preference in accordance with N. D. Cent. Code section 43-07-20 to the employment of bona fide North Dakota residents, as determined by section 54-01-26, with preference given first to honorably discharged disabled veterans and veterans of the armed forces of the United States, as defined in section 37-19.1-01, who are deemed to be qualified in the performance of that work.

Order of Executing Work

The Contractor shall commence work at such point or points as the City Engineer or authorized representative may direct, and shall conform to their directions as to the order and time in which different parts of the work shall be done.

When a Contractor has more than one Contract with the City at the same time, they shall have sufficient workers, machinery, tools and material upon the work to complete each Contract in the manner and within the time specified in each separate Contract, and they shall not remove workers, machinery, tools or materials from one Contract job to another without the written consent of the City Engineer or authorized representative. Nor shall Contractor commence work on a new Contract job while in default on an existing Contract without the written permission of the City Engineer.

Failure to Pay for Labor and Materials

If Contractor fails to pay laborers, or for materials used, the City may make such payments from monies due the Contractor, at the City's discretion necessary to protect laborers and material suppliers.

Laws and Ordinances to be Observed

Contractor must abide by all applicable laws. Contractor shall indemnify the City against all claims, damages, suits, actions and expenses, including reasonable attorney's fees to the property of the City of any person, caused by the negligence of the Contractor or their servants or employees in carrying out or attempting to carry out this Contract, and from claims made by laborers or others for injury sustained by reason of the negligence of the Contractor, their servants or employees, in the performance or attempted performance of this Contract. Contractor further shall indemnify the City from damages sustained by depositing materials to public injury or to the injury of any person or corporation, or resulting from the use of any patented material, implement or process which may be employed in executing the work under this Contract, including costs and expense of defense. Contractor shall be notified of the bringing of suit in such cases, and be permitted to defend the same, and City may withhold final payment of this Contract for the indemnity of the City.

Failure to Prosecute Work Vigorously

Contractor shall commence work under this Contract within thirty (30) days after being instructed to do so in a written notice from the City. Contractor's failure to commence work as directed may be deemed a Contract breach, and the Contractor and surety shall be liable for the full amount of the Contract.

If, at any time during the prosecution of the work, in the opinion of the City Engineer, Contractor is not employing the necessary resources to timely complete the Contract, or performing in an un-workmanlike manner, City shall give Contractor and their surety five (5) days written notice to comply. Failure to comply may be deemed a Contract breach and the Contractor and surety shall be liable on their bond for the full amount of the Contract price.

The notice provided for in this section may be served upon the Contractor by delivering the same to any person in charge of the work, or by leaving the same at the office of the Contractor in Fargo; and upon the surety of the Contractor by leaving the same at the office of such surety in Fargo.

Neither the abandonment of this Contract by the Contractor, as herein provided, nor the declaration by the City that the same is forfeited, nor the doing of the said work by the bidder, shall release the surety of the Contractor from liability under this Contract.

Payments

The City may retain five percent (5%) of the amount due Contractor until the completion of the entire Contract work. In no case will the City Engineer make payment to a Contractor who is in default under the terms of the Contract unless expressly authorized by the Board of City Commissioners.

The Contractor shall be paid by the City according to the certified statement furnished by the City Engineer and approved by the City Commission, and the payment shall be made in warrants drawn on the Asphalt Mill & Overlay, Improvement District No. PR-26-E1 fund of said City, with interest at seven (7%) percent per annum or in cash as stated below. The City assumes and incurs no general liability under this Contract for any sum to be raised by general taxation and reserves the right, at its option, to sell such warrants for cash, and from the proceeds thereof pay the Contractor the amount due them under this Contract.

The retained amounts will be according to the following table:

Percentage of Completion	Percentage Retained
0-90%	5%
91-100%	1-5%*

*Reduction of retainage is at the discretion of the City Engineer based on the progress of the contract.

Guarantee

Contractor guarantees the Contract work will remain in good condition for a warranty period of one (1) year from the date of acceptance by the City, ordinary wear excepted, and is financially responsible for any repairs necessary to maintain the Contract work in good condition during said warranty period.

The determination of the necessity for repairs above mentioned rests entirely with the City Commission whose decision upon the matter shall be final and obligatory upon the Contractor.

If the termination of the said period of one (1) year after the acceptance of the work done under this Contract shall fall within the months of November, December, January, February, March or April, then in that case said months shall not be included in the computation of the said period of one (1) year, but said period shall be held and understood to terminate on the 15th day of May next thereafter, unless otherwise permitted by the City Commission. It is hereby expressly understood and agreed that the City shall not finally accept the work before the date specified by the City Commission, and that only in case the Contractor shall serve upon the City Commission in writing a notice that they desire the City to accept or reject the work within thirty (30) days after the service of such notice.

Miscellaneous

No work will be done on Sunday except in case of emergency, in which case the Contractor shall sufficiently establish that an emergency exists. However, Sunday work may be authorized by the City Engineer in advance on a case-by-case basis.

This Contract with all its forms, plans, profiles, specifications and stipulations shall be binding upon the heirs, executors, administrators or assigns of the said Contractor, and upon the successors or assigns of the City as if each and all of them had been specifically mentioned.

IN WITNESS WHEREOF, the City Commission of the City of Fargo, by its Mayor, has made and executed this Contract on behalf of said City, and has caused the seal of said City to be hereto affixed and the Contractor has hereunto set their hand and seal the day and year first above written.

ATTEST:

_____

Angie Bear
Deputy Auditor on behalf of City Auditor

CITY OF FARGO (a Municipal Corporation)

by _____ (CITY SEAL)
Mayor of the City of Fargo

by _____ (SEAL)
Northern Improvement Co
Scott Pederson, Vice President

CONTRACT BOND Bond Number: 30270242

KNOW ALL PERSONS BY THESE PRESENTS: That we,
Northern Improvement Co (hereinafter called the principal),
Western Surety Company (hereinafter called the surety),
are held firmly bound unto
The City of Fargo (hereinafter called the owner), in the sum of
$1,864,164.38, for the payment whereof the principal and the surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the principal has, by means of a written agreement, dated May 11, 20 26, entered into a contract with the owner for

Asphalt Mill & Overlay, Improvement District No. PR-26-E1 in accordance with plans and specifications, a copy of which agreement is by reference made a part hereof.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that the principal will and faithfully perform the work bid for in accordance with the terms of and within the time provided for in the contract, and pursuant to the plans and specifications for such work on file in the office of the City Auditor; that they will pay for all labor and material used in such work including all demands of subcontractors; that the principal will pay or cause to be paid all sales and use taxes payable as a result of the performance of the contract, as well as the payment of gasoline and special motor fuel taxes used in the performance of the contract, and all motor vehicle fees required for commercial motor vehicles used in connection with the performance of such contract, and shall pay all state income taxes to the State of North Dakota upon income derived from such work or project, and that in case of a default on the part of the principal in the performance of the work as provided in their contract, the sum named in the bond shall be taken and held to be fixed and liquidated damages in favor of the owner, and that the full amount thereof may be recovered from said principal and their sureties in an action by the owner against them on said bond; that the said principal has made, or will make prior to the commencement of any work by themselves or any subcontractor under such contract, full and true report to the Worker's Compensation Bureau of the payroll expenditures for the employees to be engaged in such work, and that the principal has paid or will pay the premium thereon prior to the commencement of said work.

The term of this bond shall expire when all terms of the contract are fulfilled including, but not limited to, any warranty period, as well as any extensions of time. No suit, action, or proceeding by reason of any default whatever shall be brought on this bond after six (6) years from the date on which the final payment under the contract falls due.

PROVIDED, that any alterations which may be made in the terms of the contract, or in the work to be done under it, or giving by the owner of any extension of time for the performance of the contract, or any other forbearance on the part of either the owner or the principal to the other shall not in any way release the principal and the surety, or either or any of them, their heirs, executors, administrators, successors, or assigns from their liability hereunder, notice to the surety of any such alteration, extension or forbearance being hereby waived.

Signed and sealed this 18th day of May, 20 26.

WITNESSES:

Jay Kjos

Jay Kjos Secretary

As to Principal

Northern Improvement Company

By _____

Principal

Scott Pederson, Vice President

Western Surety Company

By Carol A Weber

Carol A. Weber, Attorney-in-Fact

(Acknowledgement by both principal and surety required.)

INDIVIDUAL ACKNOWLEDGEMENT

STATE OF_____)
) ss
COUNTY OF_____)

On this _____ day of _____ in the year _____ before me,
_____, a Notary Public, personally appeared
_____, known to me (or proved to me on the oath
of _____) to be the person who is described in and who executed the within instrument and acknowledged to me that is executed the same.

(SEAL)

_____
Notary Public

CORPORATION ACKNOWLEDGEMENT

STATE OF NORTH DAKOTA)
) ss
COUNTY OF CASS)

On this 18th day of May in the year 2026 before me,
Amber Schoenborn, a Notary Public, personally appeared
Scott Pederson, known to me (or proved to me on the oath
of _____) to be the president (or other officer or person) of the corporation that is described in and that executed the within instrument, and acknowledged to me that such corporation executed the same.

(SEAL)

_____
Notary Public

AMBER SCHOENBORN
Notary Public
State of North Dakota
My Commission Expires Oct. 12, 2026

ACKNOWLEDGEMENT OF SURETY

STATE OF MINNESOTA)

) ss

COUNTY OF HENNEPIN)

On this 18th day of May in the year 2026 before me, Shane Soehren, a Notary Public, personally appeared Carol A. Weber, known to me (or proved to me on the oath of NA) to be the person who is described in and whose name is subscribed to the within instrument as the attorney-in-fact of Western Surety Company and acknowledged to me that they subscribed the name of Western Surety Company thereto as surety and their own name as attorney-in-fact.

(SEAL)

Notary Public

SHANE C. SOEHREN
Notary Public-Minnesota
My Commission Expires Jan. 31, 2029

Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

Michael B Baumann, Carol A Weber, Megan Rivera, Kathryn Brophy, Christine Lang, Ingrid Pederson, Individually

of Bloomington, MN, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the Authorizing By-Laws and Resolutions printed at the bottom of this page, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 16th day of October, 2025.

WESTERN SURETY COMPANY

Larry Kasten, Vice President

State of South Dakota }
County of Minnehaha } ss

On this 16th day of October, 2025, before me personally came Larry Kasten, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is a Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires

March 2, 2026

M. BENT
NOTARY PUBLIC
SOUTH DAKOTA

M. Bent, Notary Public

CERTIFICATE

I, Paula Kolsrud, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Laws and Resolutions of the corporation printed below this certificate are still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 18th day of May, 2026.

WESTERN SURETY COMPANY

Paula Kolsrud, Assistant Secretary

Authorizing By-Laws and Resolutions

ADOPTED BY THE SHAREHOLDERS OF WESTERN SURETY COMPANY

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the shareholders of the Company.

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, and Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.

This Power of Attorney is signed by Larry Kasten, Vice President, who has been authorized pursuant to the above Bylaw to execute power of attorneys on behalf of Western Surety Company.

This Power of Attorney may be signed by digital signature and sealed by a digital or otherwise electronic-formatted corporate seal under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 27th day of April, 2022:

"RESOLVED: That it is in the best interest of the Company to periodically ratify and confirm any corporate documents signed by digital signatures and to ratify and confirm the use of a digital or otherwise electronic-formatted corporate seal, each to be considered the act and deed of the Company."

Go to www.cnasurety.com > Owner / Obligee Services > Validate Bond Coverage, if you want to verify bond authenticity.

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 5/18/2026

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Kim Hansen
Arthur J. Gallagher Risk Management Services, LLC 3600 American Blvd W. Suite 500 Bloomington MN 55431	PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS: kimberly_hansen@ajg.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Travelers Property Casualty Co of America	25674
INSURER B : Travelers Indemnity Company	25658
INSURER C : St Paul Mercury Insurance Company	24791
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Northern Improvement Company
4000 N. 12th Ave.
Fargo, ND 58102

COVERAGES **CERTIFICATE NUMBER:** 760041549 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
B	X COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR X XCU X Contractual Liab GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [X] PRO-JECT [ ] LOC X OTHER: $350,000 Ded.	Y		CO7405B814	4/1/2026	4/1/2027	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG 	$ 1,000,000 $ 300,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $
A	**AUTOMOBILE LIABILITY** X ANY AUTO X OWNED AUTOS ONLY [ ] SCHEDULED AUTOS X HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY X Liab. Ded. [ ] $350,000			CAP5834B465	4/1/2026	4/1/2027	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) MCS 90 included	$ 1,000,000 $ $ $ $
A	X **UMBRELLA LIAB** [X] OCCUR X **EXCESS LIAB** [ ] CLAIMS-MADE DED [X] RETENTION $ 10,000			CUP3L210308	4/1/2026	4/1/2027	EACH OCCURRENCE AGGREGATE Compl. Operations Agg	$ 10,000,000 $ 10,000,000 $ 10,000,000
C	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** Y / N ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [ ] N / A **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below			UB9K940136	4/1/2026	4/1/2027	X PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 500,000 $ 500,000 $ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

*ND, OH, WA, WY Workers Comp. Excluded, Stop Gap Applies for ND and WY and is underlying the Umbrella coverage.

Any Person or Organization for whom the Insured has agreed in a written Contract to include as an Additional Insured under the General or Auto liability is provided this coverage per the following forms: Additional Insured, General liability form CGD604(0219) including Ongoing and Completed operations, and Primary/Non-contributory via the coverage form CGT100(0219)- Auto Liability Additional Insured, Primary and Non Contributory form CAT499(0216). Waivers of Subrogation are included if required in the contract per the following: General liab. form CGD316(0219), Auto form CAT353(0215) & if applicable in the State of operation, Work Comp form WC000313. Umbrella follows underlying forms regarding additional insureds and waives subrogation when required by contract per the coverage form. 30 days Notice of Cancellation for reasons other than non payment per form ILT405(0519).
See Attached...

CERTIFICATE HOLDER

City of Fargo
225 4th St N
Fargo, ND 58102

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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AGENCY CUSTOMER ID: _____

LOC #: _____

ADDITIONAL REMARKS SCHEDULE

AGENCY	NAMED INSURED
Arthur J. Gallagher Risk Management Services, LLC	Northern Improvement Company 4000 N. 12th Ave. Fargo, ND 58102
POLICY NUMBER	
CARRIER / NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 **FORM TITLE:** CERTIFICATE OF LIABILITY INSURANCE

Project: Asphalt Mill & Overlay Improvement district No PR-26-E1

Included with the Certificate Holder as Additional Insured(s) subject to the referenced Contract and above stated policy forms, terms and provisions is the following entity: City of Fargo

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WSI

North Dakota Workforce
Safety & Insurance

Art Thompson
Director

Northern Improvement Company
4000 12th Ave NW
PO Box 2846
Fargo ND 58108-2846

January 27, 2026

Account Information	Employer account number:	532481
	Issue date:	01/27/2026
	Expiration date:	03/16/2027

Certificate of Payment

Reason For Notice

Workforce Safety & Insurance (WSI) certifies Northern Improvement Company has North Dakota workers' compensation coverage from 01/01/2026 to 12/31/2026. Employees of Northern Improvement Company are entitled to apply for WSI benefits.

Required Action

Employers must post this Certificate of Payment in a conspicuous manner at the workplace. A penalty of $250 may apply for failure to comply with this requirement. *See* North Dakota Century Code § 65-04-04.

Additional Information

Coverage under this certificate extends to employers for their North Dakota exposure. Limited coverage may be extended for temporary and/or incidental exposure outside of North Dakota.

WSI may revoke the Certificate of Payment for failure to make required premium payments.

For More Information

Contact customer service at 800-777-5033 or 701-328-3800 with questions.

Class	Classification Description
3630	**Auto Repair-Body Shops-Mech**
6042A	**Street-Road-Hwy Construction**
8747	**Professional/Business Reps**
8805	**Clerical Office Employees**

Sincerely,

Sarah F.

Sarah Feist
Chief of Employer Services

PL5

THE CITY OF Fargo FAR MORE

NOTICE OF AWARD
ASPHALT MILL & OVERLAY
IMPROVEMENT DISTRICT NO. PR-26-E1
VARIOUS LOCATIONS

Date	May 11, 2026
Project Manager	Jason Hoogland
Contractor	Northern Improvement Co

The City of Fargo authorizes construction to proceed on the project listed above. Please schedule a preconstruction meeting with the Project Manager to occur at least one week in advance of construction startup to allow for construction staking.

Completion

Contract Completion Date (Substantial Completion):

Per the Special Instructions to Bidders (SIB's) found in the Construction Plan Set.

Substantial Completion shall include the following:

Per the SIB's found in the Construction Plans.

Final Completion Date (Substantial Completion plus 30 days)

Per the SIB's or Substantial Completion plus 30 days if not specified.

Liquidated Damages (Per the SIB's and/or the following table):

LIQUIDATED DAMAGES SCHEDULE			
ORIGINAL CONTRACT AMOUNT		SUBSTANTIAL COMPLETION PER CALENDAR DAY	FINAL COMPLETION PER CALENDAR DAY
From	To	Fee	Fee
$0	$50,000	$350	$105
50,000	100,000	400	120
100,000	250,000	700	210
250,000	500,000	900	270
500,000	1,000,000	1,200	360
1,000,000	2,000,000	1,600	480
2,000,000	5,000,000	2,500	750
5,000,000	8,000,000	3,000	900
8,000,000	12,000,000	4,000	1,200
12,000,000	Up	5,000	1,500

Time Extension Requests:

Must be received in writing prior to scheduled completion date.

Requests based on inclement weather must include daily log of weather and site conditions.

Tom Knakmus, City Engineer

C: Jason Hoogland

THE CITY OF Fargo FAR MORE

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

TO: Board of Commissioners

FROM: Susan Thompson, Director of Finance

RE: FAHR Staff meeting – Items for Commission Review/Approval

DATE: 5/18/2025

Receive & File: General Fund – Budget to Actuals 4/30/2026
Sales Tax Update – Accrual Basis

Action Needed: Various Financial Approvals
FAHR endorsed the respective departments' requests for City Commissions approval. Reports of Action, along with supporting schedules, are included.

Award & Budget Adjustments

Public Health – Tyler Tech Contract amendment
Public Health – Award Health Inspection & Licensing Software to GovTech
Public Health – Northern Cass Public School nursing Contract
Fargodome – Budget adjustment sidewalk repair
Fire – Budget adjustment and interfund loan for land purchase via the Public Safety Sales Tax

City of Fargo, North Dakota

General Fund - Budget to Actual

Unaudited Monthly Financial Statements - April 30, 2026

Amounts shown in thousands

		YTD Budget	YTD Actual	YTD Variance
REVENUES:				
1	Taxes	$ 43,831	$ 40,899	$ (2,932)
2	Licenses & Permits	2,224	1,553	(670)
3	Intergovernmental Revenue	4,451	4,576	124
4	Charges for Services	2,548	2,940	392
5	Fines & Traffic Tickets	613	499	(114)
6	Interest	2,167	2,717	550
7	Miscellaneous Revenue	288	577	288
8	Transfers In	6,688	6,674	(14)
Total Revenues		**$ 62,810**	**$ 60,435**	**$ (2,376)**
EXPENDITURES:				
9	General Government	$ 9,807	$ 9,088	$ 719
10	Public Safety	17,630	16,429	1,201
11	Public Works	4,754	4,315	438
12	Health & Welfare	4,579	4,135	445
13	Culture & Recreation	1,738	1,606	132
14	Economic Development	18	22	(4)
15	General Support	369	486	(117)
17	Operating Transfers	3,293	1,541	1,753
18	Contingency (Salary Savings)	(463)	(2)	(461)
Total Expenditures		**$ 41,725**	**$ 37,620**	**$ 4,105**
Revenue Over (Under) Expenditures		**$ 21,085**	**$ 22,815**	**$ 1,730**

1 Timing/Allocation with Property Tax Receipts and Primary Resident Tax Credit revenue.

2 Building-related permits/fees are trending below budget.

9-12 Timing issues with budget v actual expenses.

17 Timing issue. One-time transfer will be made later in the year.

City of Fargo

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

Data as of 5/14/2026

Payment Date	Collection Month	County Amount	County Collections	County Growth %	PSST Amount	Infra & FC Amount	2% Sales Tax Infra & FC Collections Total Amount	City Total Amount	City Growth %
			3,548,174.71	**11.90%**			**10,326,611.22**	**11,617,437.62**	**8.02%**
	Dec-26	-			-	-			
	Nov-26	-			-	-			
	Oct-26	-			-	-			
	Sep-26	-			-	-			
	Aug-26	-			-	-			
	Jul-26	-			-	-			
	Jun-26	-			-	-			
	May-26	-			-	-			
	Apr-26	-			-	-			
	Mar-26	-			-	-			
4/22/2026	Feb-26	1,991,327.23			736,819.60	5,894,556.81			
3/21/2025	Jan-26	1,556,847.48			554,006.80	4,432,054.41			
			23,236,103.87	**-0.29%**			**68,274,579.41**	**74,935,830.45**	**-2.22%**
2/23/2026	Dec-25	2,153,670.99			814,634.22	6,517,073.77			
1/23/2026	Nov-25	2,416,687.95			869,473.49	6,955,787.93			
12/19/2025	Oct-25	1,397,583.64			528,563.25	4,228,506.01			
11/24/2025	Sep-25	2,379,895.75			836,408.75	6,691,270.01			
10/21/2025	Aug-25	2,281,923.54			835,497.50	6,683,979.99			
9/22/2025	Jul-25	1,796,292.91			622,825.54	4,982,604.32			
8/21/2025	Jun-25	2,270,466.69			803,789.60	6,430,316.85			
7/22/2025	May-25	2,053,576.19			749,363.21	5,994,905.70			
6/20/2025	Apr-25	1,616,213.54			600,695.48	4,805,564.00			
5/21/2025	Mar-25	1,698,986.33				5,424,656.49			
4/23/2025	Feb-25	1,477,568.31				4,523,059.23			
3/21/2025	Jan-25	1,693,238.03				5,036,855.11			
2/21/2025	Dec-24	2,207,030.88	**23,304,345.12**	**0.86%**		6,626,714.99	**69,824,744.71**		**0.83%**
1/21/2025	Nov-24	2,281,112.22				6,540,733.39			
12/20/2024	Oct-24	1,764,529.62				5,342,358.63			
11/22/2024	Sept-24	2,257,740.11				6,622,406.84			
10/21/2024	Aug-24	2,088,361.27				6,284,633.45			
9/21/2024	July-24	1,746,626.42				5,168,111.30			
8/21/2024	June-24	2,659,707.17				7,859,913.01			
7/22/2024	May-24	1,348,902.41				4,252,926.43			
6/24/2024	Apr-24	1,759,660.73				5,404,517.72			
5/21/2024	Mar-24	2,276,388.27				6,980,911.25			
4/22/2024	Feb-24	1,023,591.77				3,163,097.74			
3/21/2024	Jan-24	1,890,694.25				5,578,419.96			
2023 Collections			**23,106,462.71**	**8.18%**			**69,250,461.96**		**4.02%**
2022 Collections			**21,358,922.89**	**-2.56%**			**66,571,120.26**		**4.28%**
2021 Collections			**21,920,710.74**	**31.11%**			**63,840,810.53**		**29.90%**
2020 Collections			**16,719,327.13**	**0.30%**			**49,146,842.57**		**-5.00%**
2019 Collections			**16,670,136.34**	**6.04%**			**51,732,824.69**		**7.36%**
2018 Collections			**15,720,221.20**				**48,185,965.90**		
2017 Collections			**2,796,024.89**						
Totals Since 2019			**$ 168,380,430**				**$ 506,196,018**		

Report of Action:
FAHR Meeting of May 18, 2026

____ Purchase Policy
____ Budget Adjustment/Reallocation
____ Personnel Request
__X__ Other Financial

Department: Health
Description: See attached memo. Health requests approval of a contract amendment with Tyler Technologies to provide Environmental Health software through 12/31/2026 at no net cost to the City.

Net Financial Impact: **$0**

At their meeting, FAHR endorsed this request.

Suggested Motion:
Approve the Amendment between Tyler Technologies Inc and the City of Fargo to provide DHD as a Software as Service to the Environmental Health Division at no net cost through December 31, 2026.

FARGO CASS PUBLIC HEALTH
ENVIRONMENTAL HEALTH
1240 25th Street South
Fargo, ND 58103-2367
Phone 701.476.6729 | Fax: 701.298.6929
FargoCassPublicHealth.com

MEMORANDUM

TO: FAHR & BOARD OF CITY COMMISSIONERS

FROM: GRANT LARSON
ENVIRONMENTAL HEALTH DIRECTOR

DATE: MAY 18, 2026

RE: TYLER TECHNOLOGIES INC. CONTRACT AMENDMENT
FUNDS: $7,500
EXPIRES: DECEMBER 31, 2026

The Environmental Health Division, FCPH, has utilized Tyler Technologies Inc. health inspection and licensing software, referred to as DHD, since Dec. 18, 2019.

Due to the pending termination of the DHD software, on Dec. 31, 2026, the Environmental Health Division began implementation and migration into Tyler's new software solution in February of 2025. We understood this technical process would include hands-on training and many technical decisions, however after six months of engagement it became apparent that the new software did not possess the functionality of the previous version, which is necessary for our department. Due to inadequate functionality for our needs, the new software contract amendment was terminated by the City of Fargo Commission on Oct. 27, 2025.

Currently, the Environmental Health Division is in the process of acquiring a different software company to fulfill the health inspection and licensing documentation. To facilitate this process, the attached supplemental amendment allows the Environmental Health Division to utilize Tyler's DHD software until Dec. 31, 2026.

Cost: Tyler will invoice the City of Fargo **$7,500** for DHD access, Feb. 1, 2026 to Dec. 31, 2026.

Funding: As stated in the attached amendment, the contract parties memorialize a credit related to the Tyler Enterprise ERP finance project, to satisfy the invoice cost of **$7,500**.

SUGGESTED MOTION:

Approve the Amendment between Tyler Technologies Inc and the City of Fargo to provide DHD as a SaaS Service to the Environmental Health Division, at no cost, through December 31, 2026.

GL/lls

AMENDMENT

This amendment ("Amendment") is effective as of the date of signature of the last party to sign as indicated below ("Amendment Effective Date"), by and between Tyler Technologies, Inc. with offices at One Tyler Drive, Yarmouth, Maine 04096 ("Tyler") and the City of Fargo, North Dakota, with offices at 225 4th Street N, Fargo, North Dakota 58102-4809 ("Client").

WHEREAS, Tyler and Client are parties to an agreement dated November 13, 2023 ("Agreement"); and

WHEREAS, Tyler and Client are parties to an amendment dated November 4, 2024 ("2024 Amendment"); and

WHEREAS, Tyler and Client desire to terminate the 2024 Amendment as provided herein.

NOW THEREFORE, in consideration of the mutual promises hereinafter contained, Tyler and Client agree as follows:

1. The 2024 Amendment will terminate for convenience at 11:59 PM on January 31, 2026. Tyler and Client will have no further rights or responsibilities under the 2024 Amendment as of such date.

2. Tyler will provide DHD as a SaaS Service to Client through December 31, 2026. As outlined on Exhibit A to this Amendment, Tyler will invoice Client $7,500 in consideration of this DHD commitment for the period from February 1, 2026 through December 31, 2026. To the extent that the parties memorialize a credit related to the Enterprise ERP project, this invoiced amount may be satisfied through use of that credit. Environmental Health SaaS Services will be removed from the Agreement as of February 1, 2026.

3. The following invoiced amounts related to the Environmental Health implementation will be voided:

    a. 025-0523946: $800;
    b. 025-525904: $100;
    c. 025-531420: $6,610;
    d. 025-532952: $1,665;
    e. 025-534029: $6,855; and
    f. 025-534609: $1,400 ($1,400 has already been credited against this invoice's $2,800 total)

4. This Amendment shall be governed by and construed in accordance with the terms and conditions of the Agreement.

5. Except as expressly indicated in this Amendment, all other terms and conditions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the dates set forth below. By signing below, the parties agree that this Amendment memorializes the full resolution and final obligations of the parties related to Tyler's provision of Environmental Health to the Client.

Tyler Technologies, Inc.

By:_____

Name:_____

Title:_____

Date:_____

City of Fargo, North Dakota

By:_____

Name: TImothy J. Mahoney

Title: Mayor, City of Fargo

Date:_____

Attest:

By: _____

Name: Angie Bear

Title: Deputy City Auditor

Date: _____

Exhibit A
Investment Summary

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

Quoted By: Chris Harpenau
Quote Expiration: 9/1/26
Quote Name:

Sales Quotation For:
FARGO DEPARTMENT OF HEALTH, ND
GRANT LARSON
1240 25TH ST S
FARGO ND 58103-2367

Tyler SaaS

Description		Term	Monthly Fee	Users/Units	Annual Fee
Enterprise Permitting & Licensing Core Software					
DHD SaaS 2-1-2026 to 12-31-2026			$ 625	1	$ 7,500
	TOTAL	**1.00**			**$ 7,500**

Summary	One Time Fees	Recurring Fees
Total SaaS		$ 7,500
Total Services	$ 0	$ 0
Total Third-Party Hardware, Software, Services	$ 0	$ 0
Summary Total	**$ 0**	**$ 7,500**

Report of Action:
FAHR Meeting of May 18, 2026

____ Purchase Policy
__X__ Budget Adjustment/Reallocation
____ Personnel Request
__X__ Other Financial

Department: Health
Description: See attached memo. Health requests approval of a contract to award HS GovTech for Environmental Health software beginning in late 2026. Following purchase policy guidelines, Health selected this software as the best fit for their needs. A 2026 budget adjustment is requested for 2026 additional costs of the software configuration, $37,110.

Net Financial Impact: **$37,110**

At their meeting, FAHR endorsed this request.

Suggested Motion:
Approve the recommendation for RFP26033, Health Inspection Software, award to GovTech in the amount of $95,460, and related budget adjustment for additional 2026 funding of $37,110 for installation costs.

THE CITY OF Fargo FAR MORE

Fargo Cass Public Health
Prevent. Promote. Protect.

FARGO CASS PUBLIC HEALTH
ENVIRONMENTAL HEALTH
1240 25th Street South
Fargo, ND 58103-2367
Phone 701.476.6729 | Fax: 701.298.6929
FargoCassPublicHealth.com

MEMORANDUM

TO: FAHR & BOARD OF CITY COMMISSIONERS

FROM: GRANT LARSON
ENVIRONMENTAL HEALTH DIRECTOR

DATE: MAY 18, 2026

RE: HEALTH INSPECTION AND LICENSING SOFTWARE SYSTEM

The Environmental Health Division, FCPH, has utilized the same health inspection and licensing software since May of 2006. The inaugural software was developed by Garrison Enterprises Inc which was then purchased by Tyler Technologies Inc in December of 2019. This change in ownership led to a new service agreement between the City of Fargo and Tyler Technologies which was approved by the City of Fargo Commission on Dec. 18, 2019. The change in ownership did not impact the software performance, however, in 2023, Tyler Technologies Inc informed our division that the current software will be terminated on Dec. 31, 2026, due to security issues. At that time, Tyler Technologies Inc also proposed their new upgraded software as a replacement to the legacy software scheduled to sunset at the end of 2026.

Based on this pending termination of the health inspection and licensing software, the Environmental Health Division reviewed City of Fargo options and processes to replace the product with a new software solution. Due to the termination of the current product, our division was informed that a valid option would be to migrate to the new version of Tyler Technologies, without the requirement for an RFP. Since we had no issues with their current software, our division asked them to conduct a demonstration to highlight the upgraded software capabilities. Based on history with the current software, plus the possibilities with their new technology, the Environmental Health Division chose to move forward to implement the new version of the inspection and licensing software. This action led to an amendment to the current Tyler Technologies contract which was approved by the City of Fargo Commission on October 28, 2024.

The Environmental Health Division began implementation and migration into the new software solution in February of 2025. We understood this technical process would include hands-on training and many technical decisions, however after six months of engagement it became apparent that the new software did not possess the functionality of the previous version, which is necessary for our department. Due to inadequate functionality for our needs, the new software contract amendment was terminated by the City of Fargo Commission on Oct. 27, 2025.

Once the contract termination was finalized, the Environmental Health Division began working with the COF IS and Finance Department to choose a new software company utilizing the Request for Proposal (RFP) process. Thirteen individual companies submitted proposals associated with a software solution that met the parameters for health inspection and licensing requirements. The internal selection committee narrowed the field to five, out of the thirteen companies, to provide a demonstration of their software capabilities. The top two companies then provided another demonstration for the entire

Environmental Health Division along with a member from IS and Finance Department. The unanimous

THE CITY OF Fargo FAR MORE | Fargo Cass Public Health Prevent. Promote. Protect.

FARGO CASS PUBLIC HEALTH
ENVIRONMENTAL HEALTH
1240 25th Street South
Fargo, ND 58103-2367
Phone 701.476.6729 | Fax: 701.298.6929
FargoCassPublicHealth.com

selection was HS GovTech which is a company based out of Charlotte, North Carolina. This decision was based on product demonstrations, cost, software efficiency, estimated implementation timeframe, and positive affirmation from several references.

Cost: The five-year budget to acquire HS GovTech includes:

- **$95,460 (1st year)** – A one-time first-year fee includes:
  - $20,460 – Licensing fee
  - $13,750 – Data conversion fee
  - $34,450 – Implementation fee
  - $16,200 – Customization fee
  - $10,600 – Training fee
- $20,460 (**2nd year**) – licensing fee
- $21,687.60 (**3rd year**) – licensing fee
- $22,988.85 (**4th year**) – licensing fee
- $24,368.18 (**5th year**) – licensing fee

Funding:

- **$210,000** – Budget amount requested, in 2024, to pay Tyler Technologies Inc.
- **$105,000** – Budget approved for the Tyler Technologies software in 2025
- **- $62,650** – Fees paid to Tyler Technologies Inc. prior to their contract termination
- **$42,350** – Difference or remaining balance from 2025 software budget

- **$95,460** – Budget needed to move forward and implement HS GovTech software in 2026
- **-$42,350** – Budget surplus from 2025
- **-$16,000** – 2026 licensing/maintenance software fee withheld from Tyler Technologies
- **$37,110** – Final funding required to purchase and implement HS GovTech software in 2026

- **Years 2-5 annual licensing fees** – To be paid by IS budget. 2027 IS $16,000. FCPH $4460.

- **Note** – Although it is too early to predict the 2026 year-end budget, the Environmental Health Division historically has ended fiscal years with salary savings which may offset the initial cost to move the software project forward in 2026.

The COF budget account number to complete this transaction will be **475-6010-510.74-12**.

SUGGESTED MOTION:

Approve the recommendation for RFP26033, Health Inspection and Licensing Software, award to HS GovTech in the amount of **$95,460**.

GL/lls

BUDGET ADJUSTMENT REQUEST

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

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

DEPARTMENT: Fargo Cass Public Health

REQUESTED BY: Jenn Faul **PROJECT NUMBER :** *HE25*

DATE PREPARED: 5/6/2026

DESCRIPTION OF REQUEST: Requesting funding to purchase Environmental Health Division Software HS Gov Tech to replace Tyler. The requested $37,110 is the remaining amount needed after using the IS Dept budget of 16,000 that would have been set aside for 2026.

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

EXPENSE ACCOUNT NUMBER:	CURRENT BUDGET		REQUESTED ADJUSTMENT		NEW BUDGET
475-6010-510-74-12	$42,350		$37,110	=	$ 79,460
				=	$ -
				=	$ -
				=	$ -
				=	$ -
				=	$ -
		+		=	$ -
		+		=	$ -
		+		=	$ -
			TOTAL EXPENSE ADJUSTMENTS:	$	37,110

PLEASE NOTE: Budget Adjustments that increase expenditures MUST be approved by Finance & Commission.

MONTHLY ALLOCATION (if not evenly over the remaining months of the year)

Jan	Feb	Mar	Apr	May	June

Jul	Aug	Sep	Oct	Nov	Dec

FINANCE DEPT USE ONLY:

FAHR REVIEWED ON: _____

COMMISSION APPROVED ON: _____

ENTERED BY FINANCE: ***Date:*** _____

By: _____

BA# _____

Report of Action:
FAHR Meeting of May 18, 2026

____ Purchase Policy
____ Budget Adjustment/Reallocation
____ Personnel Request
__X__ Other Financial

Department: Health
Description: See attached memo. Health requests approval for the purchase of service agreement with Northern Cass Public School.

Net Financial Impact: **$0. Included w/ budget**

At their meeting, FAHR endorsed this request.

Suggested Motion:
Approve the purchase of service agreement with Northern Cass Public School for $60,758.57 for nursing services for the 2026-2027 school year.

FARGO CASS PUBLIC HEALTH
ADMINISTRATION
1240 25th Street South
Fargo, ND 58103-2367
Phone 701.241.1360
FargoCassPublicHealth.com

MEMORANDUM

TO: FAHR & BOARD OF CITY COMMISSIONERS

FROM: JENN FAUL
DIRECTOR OF PUBLIC HEALTH

DATE: MAY 18, 2026

RE: PURCHASE OF SERVICE AGREEMENT WITH NORTHERN CASS PUBLIC SCHOOL.
FUNDS: $60,758.57
EXPIRES: 06/30/2027

The attached purchase of service agreement is with Northern Cass Public School for $60,758.57 for nursing services for the 2026-2027 school year.

BUDGET ADJUSTMENT

No budget adjustments.

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

Suggested Motion:
Move to approve the purchase of service agreement with Northern Cass Public School.

JF/lls
Attachment

Whereas, the Northern Cass Public School District hereinafter referred to as District, has agreed to purchase the services described in the "Scope of Service" (Attachment A); and
Whereas, Fargo Cass Public Health, 1240 25th Street South, Fargo, North Dakota 58103-2367 hereinafter referred to as Provider desires to provide the services described in the "Scope of Services" (Attachment A):
Now, therefore the District and the Provider enter into the following:

I. TERMS OF CONTRACT

The term of this contract shall be for the school year 2026-2027, beginning on July 1, 2026, and ending on June 30, 2027. This contract may be renewed for subsequent school years by written agreement of the parties. Provided that either party may terminate this contract at any time upon thirty (30) days written notice to other party.

II. TERMINATION

In the event the agreement is terminated, the termination shall be without prejudice to any obligations or liabilities of either party for services provided prior to such termination.

III. SCOPE OF SERVICE

The Provider agrees to provide services in accordance with documentation in this contract.

IV. COMPENSATION

1. The District agrees to reimbursement for service in accordance with the agreed upon charges in this contract (Attachment B). The billing will occur monthly, at the previously determined rate of 70 percent for the district and 30 percent for the provider. The hours to be billed will include the scheduled nursing time, any annual or sick leave taken by the nursing personnel and holiday pay as determined by the City of Fargo.

2. The provider will attempt to get substitute nursing coverage, when the regularly scheduled nurse is on extended leave.

3. Northern Cass Public School District has requested an increase in school nursing hours over the original 30 hours per week agreement plus an extra 100 hours to use over the school year. Therefore, Northern Cass Public School District agrees to pay 100 percent (salary and benefits) of the school nursing hours in excess of 30 hours per week and the extra 100 hours, including any overtime accrued in lieu of this request. The school nurse rate with salary and benefits will be billed at $47.85. If additional hours are requested outside of the terms of this agreement by the District it will be subject to staffing availability and operational approval by Provider. Provider shall have no obligation to provide additional hours where doing so would result in overtime, staffing shortages, or disruption of other public health services.

4. Fargo Cass Public Health will be reimbursed at a rate of 70 percent for nurses and aides who take time off during non-scheduled school days, up to two weeks, between August 26, 2026, and May 26, 2027.

5. Mileage expense for nursing staff and aides to travel between Fargo Cass Public Health and Northern Cass Public School shall be reimbursed at the IRS rate, which is currently at .725 cents per mile, up to a maximum of 500 miles per school year.

V. CHANGES

No change or amendment to this agreement may be made unless made in writing signed by the parties.

VI. NO GRANT OF AUTHORITY TO CONTRACT ON BEHALF OF THE DISTRICT

No part of this agreement shall be construed to grant to the Provider any authority to contract for on behalf of or incur obligations on behalf of the District.

VII. AUTHORITY TO SUBCONTRACT

The Provider may subcontract with qualified providers of services, provided that any subcontract must acknowledge the binding nature of this agreement and incorporate this agreement, together with its attachments. The Provider agrees to be solely responsible for the performance of any subcontractor.

VIII. INDEPENDENT CONTRACTOR

The Provider is performing the duties under this agreement as an independent contractor. No part of this agreement, or the arrangements made by the parties to perform this agreement, shall be construed as creating an employer/employee relationship.

IX. COPYRIGHT

The District reserves the right to copy or reproduce any materials created or produced, by the Provider, in the performance of this agreement except with confidential information.

X. AGREEMENT CONSTITUTES CONTRACT

This agreement shall constitute the entire contract, between the parties, for the performance of the Scope of Service. There are no other agreements, either verbal or written, that alter or affect this agreement.

XI. PROVIDER ASSURANCES

The Provider agrees to comply with the applicable provider Assurances hereto attached, on Attachment C.

XII. INTEGRATION AND MODIFICATION

This contract constitutes the entire agreement between the Provider and the District. No alteration, amendment or modification in the provisions of this agreement shall be effective unless it is reduced to writing signed by the parties and attached hereto.

XIII. COLLATERAL CONTRACTS

Where there exists any inconsistency between this agreement and other provisions of collateral contractual agreements which are made a part of this agreement by reference or otherwise, the provisions of this agreement shall control.

XIV. ACCESS TO RECORDS

Fargo Cass Public Health and the North Dakota State Health Department, and their duly authorized representatives, shall have access to the books, documents, paper and records of the District which are

pertinent, as determined by Fargo Cass Public Health, to this contract for the purpose of audits, examinations, excerpts, billings, and transcripts.

XV. RETENTION OF RECORDS

The Provider agrees to retain financial and program records. The District is responsible for student records including all electronic health information, if applicable, and will follow their own retention policy.

XVI. CONFIDENTIALITY

The Provider will not, except upon the written consent of the recipient' s or their responsible parent, guardian, or custodian, use or cause to be used any information concerning such individual for any purpose not directly connected with the District or the Provider's responsibilities with respect to services purchased hereunder. The District acknowledges their role in abiding by the adherence to FERPA regulations relative to educational records confidentiality in order to protect student privacy. The consequences of failing to comply with FERPA must be borne by the School District and not Fargo Cass Public Health.

XVII. APPLICABLE LAW

This agreement shall be governed by and construed in accordance with the laws of the State of North Dakota.

XVIII. CAPTIONS

The captions or heading in this agreement are for convenience only and in no way define, limit, or describe the scope of intent of any provisions of this agreement.

XIX. EXECUTION AND COUNTERPARTS

This agreement may be executed in several counterparts, each of which shall be an original, all of which shall constitute but one of the same instrument.

XX. AMENDMENTS

The terms of this agreement shall not be waived, altered, modified, supplemented, or amended, in any manner whatsoever, except by written instrument signed by the parties.

XXI. NOTICES

All notices, certificates or other communications shall be sufficiently given when delivered or mailed, postage prepaid, to the parties at their respective places of business as set forth in the preamble to this agreement or at a place designated hereafter in writing by the parties.

XXII. SUCCESSORS IN INTEREST

The provisions of this agreement shall be binding upon and shall ensure to the benefit of the parties hereto, and their respective successors and assigns.

XXIII. SEVERABILITY

The parties agree that any term or provision of this contract is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the contract did not contain the particular term or provision held to be invalid.

XXIV. WAIVER

The failure of the District to enforce any provisions of this contract shall not constitute a waiver by the District of that or any other provision.

XXV. MERGER CLAUSE

This agreement constitutes the entire agreement between the parties. No waiver, consent, modification or change of terms of this agreement shall bind either party unless in writing and signed by both parties. Such waiver, consent, modification or change, if made, shall be effective only in modification or change, if made, shall be effective only the specific instance and for the specific purpose given. There are no understandings, agreements, or representatives, oral or written, not specified herein regarding this agreement. Provider, by the signature below of its authorized representative, hereby acknowledges that the Provider has read this agreement, understands it and agrees to be bound by its terms and conditions.

XXVI. INDEMNIFICATION AND HOLD HARMLESS

The District hereby agrees to indemnify and hold the Provider, its officers, agents, employees, and members, harmless from any and all claims, demands and causes of action which may be asserted against the Provider as a result of the rendering of any of the services by the Provider which are described in this Agreement. The obligation of the District under the terms of this provision shall include the duty to provide a legal defense of such claims; provided that this provision shall not be construed to require reimbursement of any legal expenses incurred by the District, without prior written approval of the District.

XXVII. COMPLIANCE WITH LAWS

The Provider shall comply with all federal, state, and local laws and ordinances applicable to the work to be done under this agreement.

XXVIII. NON- DISCRIMINATION

The Provider makes available all services and assistance without regard to race, color, national origin, religion, age, sex, or handicap, and is subject to Title VI of the Civil Rights Act of 1964. Section 504 of the Rehabilitation Act of 1975 as amended. Persons who contract with or receive funds to provide services for Provider are obligated to abide by the provisions of their federal laws. Questions concerning the contractor's or provider' s obligations under these acts may be directed to the Provider' s representative as set forth in the signature block of this agreement, at the address established in the agreement, or the Branch Chief, Officer for Civil Rights, Region VIII, Federal Office Building, 1961 Stout Street, Denver, Colorado 82094.

XXIX. FORCE MAJEURE

Neither party shall be liable for delay or failure in performance caused by events beyond its reasonable control, including natural disasters, severe weather, fire, flood, war, terrorism, labor disputes, governmental action, or public health emergencies. The affected party shall give prompt notice and shall resume performance as soon as reasonably practicable.

SERVICES PROVIDED: See Attachment A (Goals and Objectives)
REIMBURSEMENT: See Attachment B (Budget)
PROVIDER ASSURANCES: See Attachment C (Provider Assurances)

PROVIDER- FARGO CASS PUBLIC HEALTH

Jenn Faul 05/07/2026

Jenn Faul, Director of Public Health Date

NORTHERN CASS PUBLIC SCHOOL DISTRICT

Terry Baesler 5-7-26

Terry Baesler, Superintendent Date

_____ _____

Timothy J. Mahoney, Mayor, City of Fargo Date

ATTEST:

_____

Angie Bear, Deputy City Auditor

ATTACHMENT A
SCHOOL HEALTH PROGRAM
A COLLABORATIVE PROGRAM BETWEEN
NORTHERN CASS PUBLIC SCHOOL DISTRICT AND FARGO CASS PUBLIC HEALTH

PURPOSE: The purpose of this partnership is to share expertise, time, energy, and economic resources to coordinate and provide a comprehensive health program in our school community.

GOALS: The goal of this program is to provide Public Health School Nurse services and/or Nurse Aide services to all components of the Northern Cass Public School District health program: education, environment and services.

A. Improve the student and family access to community health services.
B. Improve the early identification, referral, and follow-up of students experiencing unresolved health problems.
C. Determine the current compliance rate for follow-up on health screening results and on immunization requirements.
D. Improve the students' access to basic health services at school for first aid symptom management and medications.

OBJECTIVES:

The Public Health School Nurse is a liaison between education and health care and will provide a link between the school, home and community. The nurse will:

A. **Manage health care in the school health program**
The nurse will participate in planning, implementation, and evaluation of the program.

B. **Deliver health services**
The nurse will deliver health services to the client system using systematic processes to assess needs, plan interventions, and evaluate outcomes so that high-level wellness can be achieved. The nurse will also monitor follow-through related to health referrals. The nurse aide will deliver health services primarily focused on first aid, medication administration or emergencies. The nurse aide will work in conjunction with the nurse assigned to that building and will be supervised by that nurse.

C. **Advocate for the health rights of children**
The nurse will act as an advocate for the health rights of children and their families both within the school and between the school and community.

D. **Provide health consult for individuals and groups**
The nurse will provide health counseling and guidance for the client system on an individual basis or within a group setting.

E. **Provide health education**
The nurse will participate in health education program activities for children, youth, school personnel, and the community.

ATTACHMENT B
2026-2027
SCHOOL HEALTH SERVICES BUDGET

SCHOOL NURSING BUDGET PROPOSAL FOR 7-1-2026 to 6-30-2027

NURSING COVERAGE- Northern Cass at 70% and FCPH at 30%

Staff	Hours/week	Weeks	Hourly compensation	Total
Nurse	30	35	$ 47.85	$ 50,242.50
	30	2	$ 47.85	$ 2,871.00
RN ADMINISTRATION COST	36 hours per budget year		$ 66.83	$ 2,405.88
			Sub-total	$ 55,519.38
			Northern Cass @ 70%	**$ 38,863.57**
			FCPH @ 30%	**$ 16,655.81**
Additional Hours at 100%	10	35	$ 47.85	$ 16,747.50
Additional Hours at 100%	100 hours/year		$ 47.85	$ 4,785.00
Mileage	Up to 500 miles/year		$ 0.725	$ 362.50
			Northern Cass at 100%	**$ 21,895.00**

NORTHERN CASS TOTAL	**$ 60,758.57**
FCPH TOTAL	**$ 15,554.52**

NOTE: TOTAL COST FOR FCPH 7-1-2026 TO 6-30-2027 = $15,554.52

ATTACHMENT C
PROVIDER ASSURANCES

A. All licensing or other standards required by Federal and State Law and regulations and by ordinance of the City and county in which the services purchased hereunder are provided will be complied with in full for the duration of this contract.

B. No qualified person(s) shall be denied services purchased hereunder, or be subjected to discrimination, because of face, religion, color, national origin, sex, age, or handicap.

C. The Provider will abide by the provisions of Title VII of the Civil Rights Act of 1964 (42 USC 2000C) which prohibits discrimination against any employee or applicant for employment because of race, religion, color, national origin, sex, age, or handicap. In addition, the Provider agrees to abide by Executive Order 11246, as amended by Executive Order No. 11375, which prohibit discrimination because of sex.

D. The Provider will comply with Section 504 of the Rehabilitation Act of 1973, as amended, and all requirements imposed by and pursuant to regulations promulgated thereunder to the end that no otherwise qualified handicapped individual shall, solely by reason of their handicap, be excluded from participation in, be denied benefits of or be subjected to discrimination under any program in the provision of services under this agreement.

E. The Provider will not, except upon the written consent of the affected individual or their responsible parent, guardian or custodian, use or cause to be used, any information concerning such individual for any purpose not directly connected with Board or the Provider's responsibilities with respect to services purchased hereunder.

F. Unless otherwise authorized by federal law, the charges to be made by the Provider do not include costs financed by federal monies other than those generated by this agreement.

G. The Provider shall not assign this agreement.

H. Provider assures that the sources from which it purchases goods and services used for the provision of the services described in the agreement will conform to applicable provisions of Executive Order 11346, Equal Opportunity.

Report of Action:
FAHR Meeting of May 18, 2026

____ Purchase Policy
__X__ Budget Adjustment/Reallocation
____ Personnel Request
____ Other Financial

Department: FARGODOME
Description: See attached Memo. FARGODOME requests approval of a 2026 capital budget adjustment for $82,000 for sidewalk repair and replacement to be funded out the FARGODOME Permanent Fund.

Net Financial Impact: $82,000

At their meeting, FAHR endorsed this request.

Suggested Motion:
Approve the recommendation for a 2026 FARGODOME capital budget adjustment of $82,000 for sidewalk repair and replacement at FARGODOME funded out of the FARGODOME permanent fund.

FARGODOME

May 12, 2026

Fargo City Commission
200 3rd Street North
Fargo, ND 58102

RE: COF Project # SR-26-A1– FARGODOME Sidewalk Repair

Commissioners:

FARGODOME staff has been working with the Engineering department to complete necessary sidewalk repairs around areas outside of FARGODOME. Currently, the sidewalk on the southeastern side of the FARGODOME leading to the main lobby is being targeted and in need of repair.

Utilizing City of Fargo Engineering Department's agreement with Rock Solid Concrete & Border States Paving (SR-26-A1), FARGODOME would like to proceed with the work to repair the areas identified on the following pages. This work includes cutting & removing the existing concrete – roughly 5,100 square feet, and replacing with 6" reinforced concrete in these areas. The cost estimate for this work to be completed through the Engineering department is just under $82,000.

Suggested Motion:

Approve the recommendation for a 2026 FARGODOME capital budget adjustment of $82,000 for sidewalk repair and replacement at FARGODOME funded out of the FARGODOME Permanent Fund.

Thank you for your consideration of this matter.

Respectfully Submitted,

Rob Sobolik
General Manager, FARGODOME

SOUTH SIDE OF FARGODOME

PARCEL NO	01-3500-01270-000
ADDRESS	1800 UNIVERSITY DR N
OWNER	NDSU
R&R 6" SIDEWALK	313.3333333
UNIT $	$128.00
TOTAL $	$40,106.67
TOTAL $ WITH MARK UP 21%	[illegible]
F&I 6" SIDEWALK	135.5555556
UNIT $	$74.10
TOTAL $	$10,044.67
TOTAL $ WITH MARK UP 21%	[illegible]
R&R 6" SIDEWALK	34.44444444
UNIT $	$128.00
TOTAL $	$4,408.89
TOTAL $ WITH MARK UP 21%	[illegible]
ADA Panels	32
UNIT $ PER SF	$62.00
TOTAL $	$1,984.00
TOTAL $ WITH MARK UP 21%	[illegible]

[illegible]
MAIN SIDEWALK 147 X 20'

DIRT AREA (NEW WALK 63' X 20')

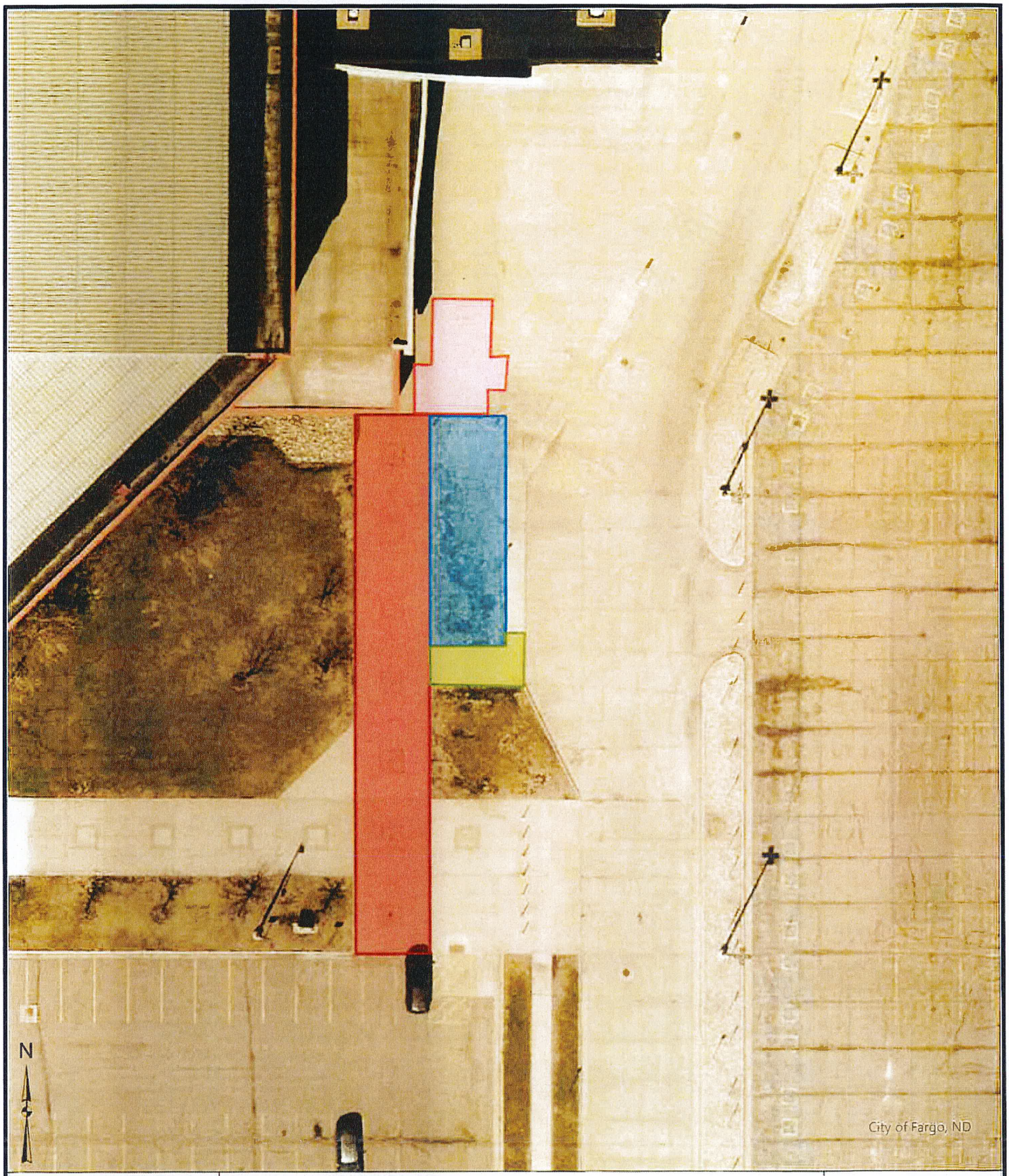
SIDEWALK / ADA 26' X 10'
TRANSITION PANEL 5' X 10'

(Tie in clean up 20 'x 30') -Cracked Panels North End)	
R&R 6" SIDEWALK	66.66666667
UNIT $	$128.00
TOTAL $	$8,533.33
TOTAL $ WITH MARK UP 21%	[illegible]

AREA OF CONCERN	20'X 5'
R&R 6" SIDEWALK	11.11111111
UNIT $	$128.00
TOTAL $	$1,422.22
TOTAL $ WITH MARK UP 21%	[illegible]

Total with out Mark up	$66,499.78
Total Cost 21% Mark up	***$80,464.73***

NOTE: **Includes Mark up of 21%



These data are provided on an "AS-IS" basis, without warranty of any type, expressed or implied, including but not limited to any warranty as to their performance, merchantability, or fitness for any particular purpose.

FARGODOME SOUTHSIDE

1:564	8/19/2025 12:08 PM

This map is not a substitute for accurate field surveys or for locating actual property lines and any adjacent features

THE CITY OF Fargo FAR MORE

BUDGET ADJUSTMENT REQUEST

This form must be completed for all budget adjustments. Please include this form with any requests submitted to FAHR and Commission. If the requested adjustment is a reallocation of budgeted funds within the same department, the request form can be sent directly to Finance. Please email to: Finance@fargond.gov.

*Finance should review this adjustment request form for validity before it is presented to ensure accuracy. Any budget adjustments that increase expenditures **MUST** be approved by City Commission to be entered.*

DEPARTMENT: FARGODOME

REQUESTED BY: Rob Sobolik **PROJECT NUMBER :** SR-26-A1

DATE PREPARED: 5/12/2026

DESCRIPTION OF REQUEST: Repair large areas of sidewalk on SE corner of FARGODOME entry working with CoF Engineering and utilizing their contractor

NOTE: if relevant, please identify the appropriate fiscal year in the description

REVENUE ACCOUNT NUMBER:		CURRENT BUDGET		REQUESTED ADJUSTMENT		NEW BUDGET
					= $	-
					= $	-
			+		= $	-
			+		= $	-
		TOTAL REVENUE ADJUSTMENTS:		$ -		

EXPENSE ACCOUNT NUMBER:		CURRENT BUDGET		REQUESTED ADJUSTMENT		NEW BUDGET
570-7003-461.74-10 Capital Outlay				$ 82,000	= $	82,000
					= $	-
			+		= $	-
			+		= $	-
			+		= $	-
			+		= $	-
			+		= $	-
		TOTAL EXPENSE ADJUSTMENTS:		$ 82,000		

PLEASE NOTE: Budget Adjustments that increase expenditures MUST be approved by Finance & Commission.

MONTHLY ALLOCATION (if not evenly over the remaining months of the year)

Jan	Feb	Mar	Apr	May	June

Jul	Aug	Sep	Oct	Nov	Dec

FINANCE DEPT USE ONLY:

FAHR REVIEWED ON: _____

COMMISSION APPROVED ON: _____

ENTERED BY FINANCE: ***Date:*** _____

By: _____

BA# _____

Report of Action:
FAHR Meeting of May 18, 2026

____ Purchase Policy
__X__ Budget Adjustment/Reallocation
____ Personnel Request
____ Other Financial

Department: Finance/Fire
Description: See attached Memo. Finance prepared a budget adjustment and interfund loan agreement to record the land parcel purchase approved by City Commission on May 11 for a fire training facility funded by the Public Safety Sales Tax.

Net Financial Impact: **$0**

At their meeting, FAHR endorsed this request.

Suggested Motion:
Approve an interfund loan agreement between Funds 226 and 227, along with the required budget adjustments to accommodate the purchase of the parcel of land.

THE CITY OF Fargo FAR MORE

FINANCE OFFICE
225 4th Street North
Fargo, ND 58102
Phone: (701) 241-1333
www.FargoND.gov

TO: Board of Commissioners

FROM: Susan Thompson, Director of Finance

RE: Budget Adjustment Request

DATE: May 15, 2026

Finance requests a budget adjustment to account for the $3.025M purchase of land for a Fire Department training facility, as approved by City Commission at the meeting on May 11 (Agenda C#15) . Additionally, we request approval of the attached interfund loan agreement governing the shift of public safety sales tax among related funds.

Following the sales tax allocations and related expenses as approved through the Public Safety Sales Tax Plan, Fund 227 (Facility Set-Aside) has accumulated $1.055M to date. Additionally, Fund 226 has accumulated $2.989M from intentional to-date underspend of sales tax revenue, which will eventually fund annual overspends estimated in later years. The purchase price of $3.025 M will be transferred from Public Safety Sales Tax Funds 226/227 to Capital Projects Fund 475 for the purchase of the parcel. Future planned Facility Set-Asides to Fund 227 will be reduced, with funds retained within Fund 226, until the interfund loan from Fund 226 is repaid as per the attached agreement and schedule.

Suggested Motion:
Approve an interfund loan agreement between Funds 226 and 227, along with the required budget adjustments to accommodate the purchase of the parcel of land.

BUDGET ADJUSTMENT REQUEST

This form must be completed for all budget adjustments. Please include this form with any requests submitted to FAHR and Commission. If the requested adjustment is a reallocation of budgeted funds within the same department, the request form can be sent directly to Finance. Please email to: Finance@fargond.gov.

*Finance should review this adjustment request form for validity before it is presented to ensure accuracy. Any budget adjustments that increase expenditures **MUST** be approved by City Commission to be entered.*

DEPARTMENT: Fire

REQUESTED BY: Finance **PROJECT NUMBER :**

DATE PREPARED: 5/15/2026

DESCRIPTION OF REQUEST:

NOTE: if relevant, please identify the appropriate fiscal year in the description

Budget adjustment to facilitiate purchase of land for Fire Training facility, as approved by 5/11/2026 City Commission

REVENUE ACCOUNT NUMBER:		CURRENT BUDGET		REQUESTED ADJUSTMENT		NEW BUDGET
475-0000-391.20-05	Transfer In from Spec Rev			$ 3,025,000	= $	3,025,000
					= $	-
			+		= $	-
			+		= $	-
			TOTAL REVENUE ADJUSTMENTS:	$ 3,025,000		

EXPENSE ACCOUNT NUMBER:		CURRENT BUDGET		REQUESTED ADJUSTMENT		NEW BUDGET
226-9001-555.90-40	Transfer Out to Capital Fund	$ -		$ 2,000,000	= $	2,000,000
227-9001-555.90-40	Transfer Out to Capital Fund			$ 1,025,000	= $	1,025,000
			+		= $	-
			+		= $	-
			+		= $	-
			+		= $	-
			+		= $	-
			TOTAL EXPENSE ADJUSTMENTS:	$ 3,025,000		

PLEASE NOTE: Budget Adjustments that increase expenditures MUST be approved by Finance & Commission.

MONTHLY ALLOCATION (if not evenly over the remaining months of the year)

Jan	Feb	Mar	Apr	May	June

Jul	Aug	Sep	Oct	Nov	Dec

FINANCE DEPT USE ONLY:

FAHR REVIEWED ON: _____

COMMISSION APPROVED ON: _____

ENTERED BY FINANCE: ***Date:*** _____

By: _____

BA# _____

THE CITY OF Fargo FAR MORE

FINANCE OFFICE
225 4th Street North
Fargo, ND 58102
Phone: (701) 241-1333
www.FargoND.gov

TO: Board of City Commission

FROM: Susan Thompson, Director of Finance

RE: Interfund Loan – Public Safety Sales Tax

DATE: May 15, 2026

To accommodate the purchase of land for the development of a Fire training facility, the City Commission approves an interfund loan of $2 million between Fund 226 Public Safety Sales Tax (PSST) and Fund 227 Facility Set Aside.

Planned annual transfers from Fund 226 PSST to Fund 227 Facility Set Aside will be reduced by $400,000 per year for five years until the $2 million in interfund loan proceeds have been reinstated within Fund 226. As these two funds are related, loan activity will be non-interest bearing and repayments may be accelerated as cashflow allows.

The attached Public Safety Sales Tax schedule depicts the anticipated flow of funds.

Public Safety Sales Tax

Original Plan as Approved by Commission on 5/27/25

Approved by voters in Nov 2024. Tax went into effect on April 1st, 2025, with collections starting in July of 2025. The tax will expire on March 31, 2025.

	Growth/Assumpti	2025	2026	2027	2028	2029	2030
REVENUE							
EST PSST REV - 2% growth	2.00%	$ 6,500,000	$ 8,670,000	$ 8,843,400	$ 9,020,268	$ 9,200,673	$ 9,384,687
Set Aside for Capital Purchases (if growth is >= 2%)							
Net to be Distributed		6,500,000	8,670,000	8,843,400	9,020,268	9,200,673	9,384,687
FIRE							
General Fund							
Personnel							
Pay Plan current yr - using JMC MRA Option 2 @ 3% 2025= 6mos; 2026 12 mos x 1.03 (JMC assume 50/50 split of who is stepped out/not)		542,790	1,145,286				
Pay Plan - Ongoing annual costs (JMC assume 50/50 split of who is stepped out and who is not) : 50% at 8% incr; 50% at 3% incr	50/50			1,208,277	1,274,732	1,344,842	1,418,808
New Personnel - ct yr cost - SEE SHEET (2025 @ 1/2 YEAR)		21,155	765,465	117,718	-	-	-
All PY "New Personnel" - SEE SHEET		-	51,692	754,070	924,671	998,644	1,078,536
Total Personnel Expenses		563,945	1,962,443	2,080,064	2,199,402	2,343,486	2,497,344
Existing Debt Service (approx 50% fire; adj at S7 payoff) - adj down to 20% Rev		-	-				
"Other ongoing operating expense"		-	246,000	240,000	233,880	227,638	183,770
Total General Fund Transfer		563,945	2,208,443	2,320,064	2,433,282	2,571,124	2,681,114
Capital Equipment Fund							
Support Capital 475 - avg fire exp at 50% - annual growth tied to sales tax growth (2%)	2.00%		625,000	637,500	650,250	663,255	676,520
FACILITIES - STATION ALERT UPGRADES		350,000					
FACILITIES - FACILITIES MASTER PLAN		250,000					
Total Capital Equipment Fund Transfer		600,000	625,000	637,500	650,250	663,255	676,520
Public Safety Sales Tax Reserve Fund 227							
Facility Reserve - future planning of stations or improvements		949,196	638,447	852,100	902,488	939,584	988,359
Total Fire Expenses		$ 2,113,140	$ 3,471,890	$ 3,809,665	$ 3,986,021	$ 4,173,963	$ 4,345,993
** Accumulated PSST Fund 227*							
Annual Allocation		*$ 949,196*	*$ 638,447*	*$ 637,500*	*$ 650,250*	*$ 663,255*	*$ 676,520*
Cash Out for Training Facility		*$ -*	*$ (1,000,000)*				
Cash Out to PSST 226 for repayment		*$ -*	*$ (400,000)*	*$ (400,000)*	*$ (400,000)*	*$ (400,000)*	*$ (400,000)*
Annual Net		*$ 949,196*	*$ (761,553)*	*$ 237,500*	*$ 250,250*	*$ 263,255*	*$ 276,520*
Net Accumulated Fund 227		*$ 949,196*	*$ 187,643*	*$ 425,143*	*$ 675,393*	*$ 938,648*	*$ 1,215,168*
POLICE							
General Fund							
Personnel							
Pay Plan current yr - using JMC MRA Option 2 @ 3% 2025= 6mos; 2026 12 mos x 1.03		603,992	1,274,423				
Pay Plan - Ongoing annual costs (JMC assume 50/50 split of who is stepped out and who is not)	50/50			1,357,261	1,445,483	1,539,439	1,639,502
New Personnel - ct yr cost - SEE SHEET (2025 @ 1/2 YEAR)		40,619	1,001,914	86,773	-	-	-
All PY "New Personnel" - SEE SHEET		-	72,443	999,731	1,156,564	1,249,090	1,349,017
Total Personnel Expenses		644,611	2,348,780	2,443,765	2,602,047	2,788,528	2,988,519
Existing Debt Service (approx 50% police) - adj down for to 20% Rev							
"Other ongoing operating expense"		-	246,000	240,000	233,880	227,638	183,770
Axon One - AI subscription		250,000	200,000	200,000	200,000	200,000	200,000
Axon - Body Worn Cameras (2026 = $4M; 5 yr w/ 25% increase at renewal)		-	800,000	800,000	800,000	800,000	800,000
Flock - Perigrine Sytem flat rate		141,500	141,500	141,500	141,500	141,500	141,500
Total General Fund Transfer		1,036,111	3,736,280	3,825,265	3,977,427	4,157,666	4,313,789
Capital Equipment Fund							
Support Capital 475 - avg pd exp at 50% - annual growth tied to sales tax growth (2%)	2.00%	-	875,000	892,500	910,350	928,557	947,128
Gas Masks		-	-	25,000	-	-	30,000
MVB (Barriers) = assume 3%/yr increase		372,416	-	197,548	-	-	-
Various small $ $50,000		50,000	-	-	-	-	-
Vehicles for new Officers - 1 vehicle per 3 new officers. Ongoing expense: new vehicle rotation (4 years) - first		-	262,650	-	-	-	295,615
Total Capital Equipment Fund Transfer		422,416	1,137,650	1,115,048	910,350	928,557	1,272,743
Public Safety Sales Tax Reserve Fund							
Facilities - no specific projects		-	-	-	-	-	-
Total Police Expenses		$ 1,458,527	$ 4,873,930	$ 4,940,313	$ 4,887,777	$ 5,086,223	$ 5,586,532
ANNUAL EXPENSE		$ 3,571,667	$ 8,345,820	$ 8,749,978	$ 8,873,798	$ 9,260,187	$ 9,932,525
REVENUE OVER/UNDER EXPENSE		$ 2,928,333	$ 324,180	$ 93,422	$ 146,470	$ (59,513)	$ (547,838)
Annual Fund Activity Activity		*$ 2,928,333*	*$ 324,180*	*$ 93,422*	*$ 146,470*	*$ (59,513)*	*$ (547,838)*
Interfund Loan to 227			*(2,000,000)*				
Repayment from Fund 227 to Fund 226			*400,000*	*400,000*	*400,000*	*400,000*	*400,000*
Net Balance - Fund 226		*$ 2,928,333*	*$ (1,275,820)*	*$ 493,422*	*$ 546,470*	*$ 340,487*	*$ (147,838)*
		$ 2,928,333	*$ 1,652,513*	*$ 2,145,935*	*$ 2,692,406*	*$ 3,032,892*	*$ 2,885,054*

BUDGET ADJUSTMENT REQUEST

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DEPARTMENT: Fire

REQUESTED BY: Finance **PROJECT NUMBER :**

DATE PREPARED: 5/15/2026

DESCRIPTION OF REQUEST:

NOTE: if relevant, please identify the appropriate fiscal year in the description

Budget adjustment to facilitiate purchase of land for Fire Training facility, as approved by 5/11/2026 City Commission

REVENUE ACCOUNT NUMBER:	CURRENT BUDGET	REQUESTED ADJUSTMENT	NEW BUDGET
		+ = $	-

TOTAL REVENUE ADJUSTMENTS: $ -

EXPENSE ACCOUNT NUMBER:	CURRENT BUDGET	REQUESTED ADJUSTMENT	NEW BUDGET
475-4010-5100.71-10 Land Expense		+ $ 3,025,000	= $ 3,025,000
		+	= $ -
		+	= $ -
		+	= $ -

TOTAL EXPENSE ADJUSTMENTS: $ 3,025,000

PLEASE NOTE: Budget Adjustments that increase expenditures MUST be approved by Finance & Commission.

MONTHLY ALLOCATION (if not evenly over the remaining months of the year)

Jan	Feb	Mar	Apr	May	June
Jul	**Aug**	**Sep**	**Oct**	**Nov**	**Dec**

FINANCE DEPT USE ONLY:

FAHR REVIEWED ON: _____

COMMISSION APPROVED ON: _____

ENTERED BY FINANCE: ***Date:*** _____

By: _____

BA# _____

City of Fargo *Staff Report*			
Title:	Selkirk Place Fifth Addition	**Date:**	3/31/2026 5/21/2026
Location:	6648 Selkirk Drive South	**Staff Contact:**	Donald Kress, planning coordinator
Legal Description:	Lot 11, Block 1, Selkirk Place First Addition		
Owner(s)/Applicant:	Rose Creek Development Corporation / Neset Land Surveys	**Engineer:**	Neset Land Surveys
Entitlements Requested:	**Minor Subdivision** (Plat of **Selkirk Place Fifth Addition,** a replat Lot 11, Block 1, Selkirk Place First Addition, to the City of Fargo, Cass County, North Dakota)		
Status:	City Commission Consent Agenda: May 26th, 2026		

Existing		**Proposed**
Land Use: Platted; not developed		**Land Use:** Single-Dwelling Residential
Zoning: SR-2, Single-Dwelling Residential		**Zoning:** No change
Uses Allowed: Detached houses, daycare centers up to 12 children, parks and open space, religious institutions, safety services, schools, and basic utilities		**Uses Allowed:** No change
Maximum Density: 5.4 dwelling units per acre		**Maximum Density:** No change

Proposal:

The applicant requests one entitlement:

1. A minor subdivision, entitled **Selkirk Place Fifth Addition,** a replat Lot 11, Block 1, Selkirk Place First Addition, to the City of Fargo, Cass County, North Dakota

This project was reviewed by the City's Planning and Development, Engineering, Public Works, and Fire Departments ("staff"), whose comments are included in this report.

Surrounding Land Uses and Zoning Districts:

- North: SR-2, detached single-dwelling residential uses
- East: P/I, Public/Institutional, City-owned stormwater detention basin
- South: SR-4, Single-Dwelling Residential; detached single-dwelling residential uses
- West: SR-5-Single-Dwelling Residential; attached single dwelling residential (not yet built)

NOTE: Selkirk Place First Addition is a developing subdivision; not all lots are developed at this time.

Area Plans:

Fargo Growth Plan 2024 designates the subject property as the "Urban Neighborhood" place type. The current zoning is SR-2, Single-Dwelling Residential is consistent with the Growth Plan place type designation. No zone change or land use plan amendment is proposed with this project.

Context:

Schools: The subject property is located within the Fargo School District, specifically within the Centennial Elementary, Discovery Middle and Davies High schools.

Parks: Prairie Farms Park, 5400 31st Street South, is located approximately 0.20 miles north of the subject property and provides amenities of basketball court, grill, picnic tables, and a shelter. This park is adjacent to a shared use path. Parks are being developed along County Drain 53, approximately 0.03 mile from the subject property, as part of Selkirk Place Third and Fourth Additions.

Pedestrian / Bicycle: There are off-road shared use paths along both sides of 64th Avenue South, approximately 350 feet north of the subject property, and along the south side of 67th Avenue South, across 67th Avenue from the subject property. These paths are part of the metro area trail system.

Neighborhood: The subject property is included in the Davies Neighborhood.

MATBUS Route: The subject property is not along a MATBus route.

Staff Analysis:

MINOR SUBDIVISION

The plat will replat one lot into five lots for single-dwelling residential development. Each lot meets the minimum dimensional standards for SR-2 zoned lots. No updated amenities plan or developer agreement is required.

PROPERTY HISTORY

Lot 11, Block 1 was created in the Selkirk Place First Addition (2019) as a 2.11 acre lot that would be further subdivided into smaller lots in the future. This lot was zoned SR-2, Single-Dwelling Residential, and the lots resulting from this subdivision will retain the SR-2 zoning. The five proposed lots range in area from 0.36 to 0.46 acres, with lot widths along the property frontage of approximately 96 to 102 feet.

Minor Subdivision

The LDC stipulates that the following criteria are met before a minor plat can be approved:

1. **Section 20-0907.B.3 of the LDC stipulates that the Planning Commission recommend approval or denial of the application, based on whether it complies with the adopted Area Plan, the standards of Article 20-06 and all other applicable requirements of the Land Development Code. Section 20-0907.B.4 of the LDC further stipulates that a Minor Subdivision Plat shall not be approved unless it is located in a zoning district that allows the proposed development and complies with the adopted Area Plan, the standards of Article 20-06 and all other applicable requirements of the Land Development Code.**

   The current zoning is SR-2, Single-Dwelling Residential. No zone change is proposed. This zoning is consistent with the "Urban Neighborhood" place type of the Fargo Growth Plan 2024. In accordance with Section 20-0901.F of the LDC, notices of the proposed plat have been sent out to property owners within 300 feet of the subject property. To date, Planning staff has received and responded to one inquiry from a neighbor. The project has been reviewed by the city's Planning, Engineering, Public Works, Inspections, and Fire Departments.
   (Criteria Satisfied)

2. **Section 20-0907.C.4.f of the LDC stipulates that in taking action on a Final Plat, the Board of City Commissioners shall specify the terms for securing installation of public improvements to serve the subdivision.**

   While this section of the LDC specifically addresses only major subdivision plats, staff believes it is important to note that any improvements associated with the project (both existing and proposed) are subject to special assessments. Special assessments associated with the costs of the public infrastructure improvements are proposed to be spread by the front footage basis and storm sewer by the square footage basis as is typical with the City of Fargo assessment principles. Staff has determined that an amenities plan is not required. **(Criteria Satisfied)**

Staff Recommendation:

Suggested Motion: "To accept the findings and recommendations of the Planning Commission and staff and move to approve the proposed **Selkirk Place Fifth Addition**, as presented, as the proposal complies with the Fargo Growth Plan 2024, Standards of Article 20-06, Section 20-0907.B. and C of the LDC, and all other applicable requirements of the LDC."

Planning Commission Recommendation: April 7th, 2026

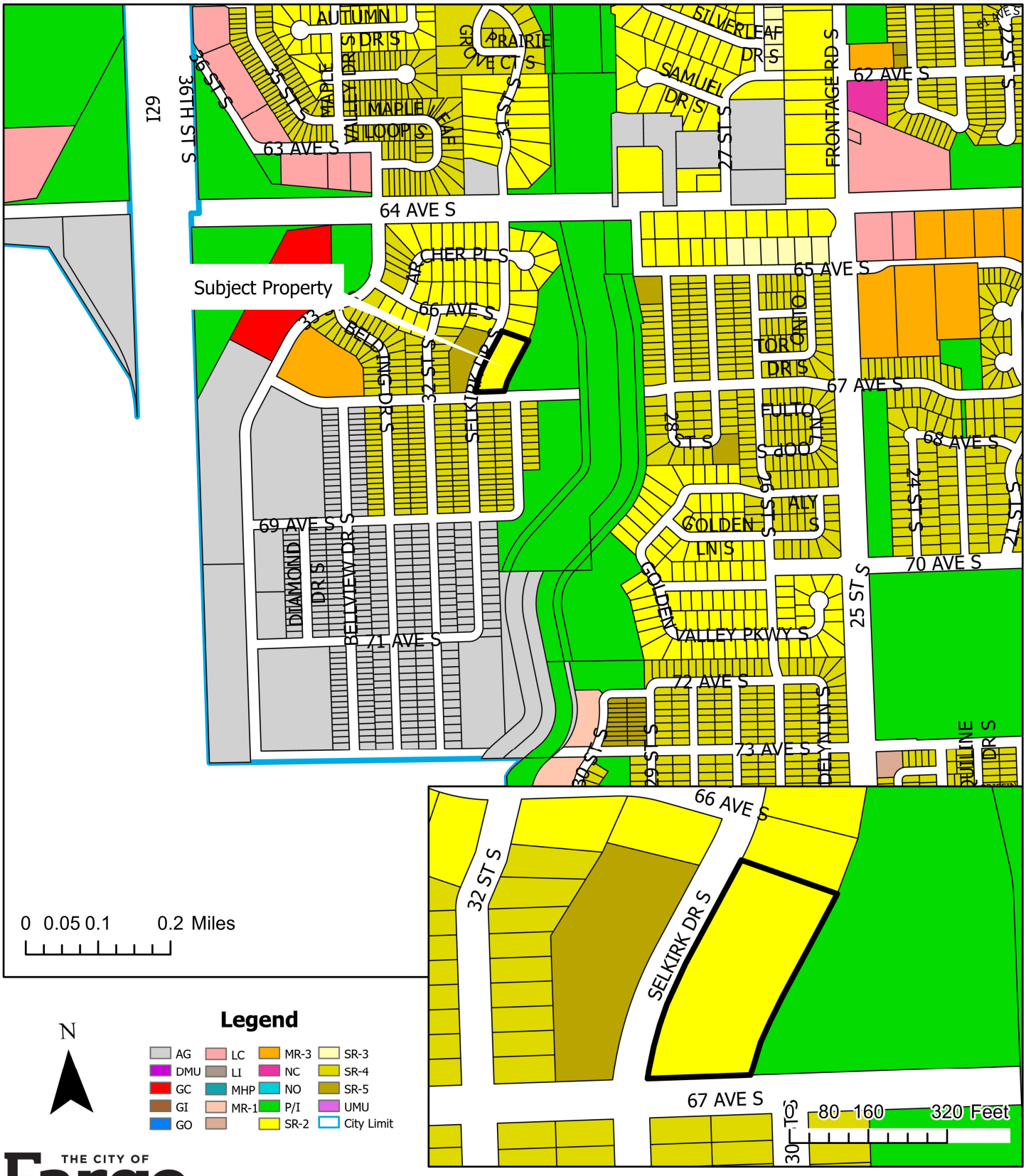
At the April 7th, 2026, Planning Commission hearing, that Commission, by a vote of 7-0 with four Commissioners absent, moved to accept the findings and recommendations of staff and recommended approval to the City Commission of the proposed **Selkirk Place Fifth Addition**, as presented, as the proposal complies with the Fargo Growth Plan 2024, Standards of Article 20-06, Section 20-0907.B. and C of the LDC, and all other applicable requirements of the LDC."

Attachments:
1. Zoning map **2.** Location map **3.** Preliminary plat

Minor Subdivision

Selkirk Place Fifth Addition

6648 Selkirk Drive South



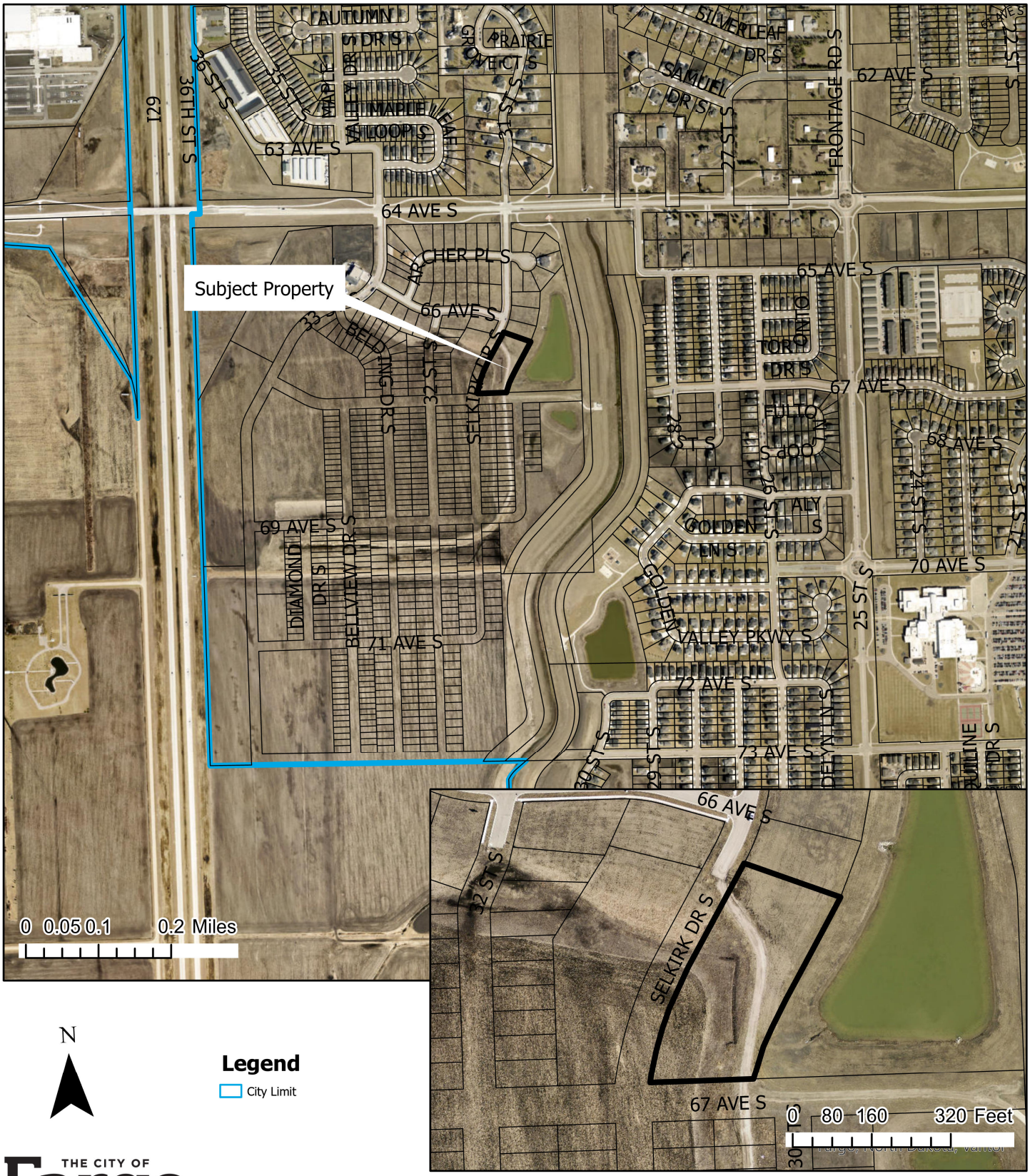
THE CITY OF Fargo FAR MORE

Fargo Planning Commission
April 7, 2026

Minor Subdivision

Selkirk Place Fifth Addition

6648 Selkirk Drive South



N

Legend

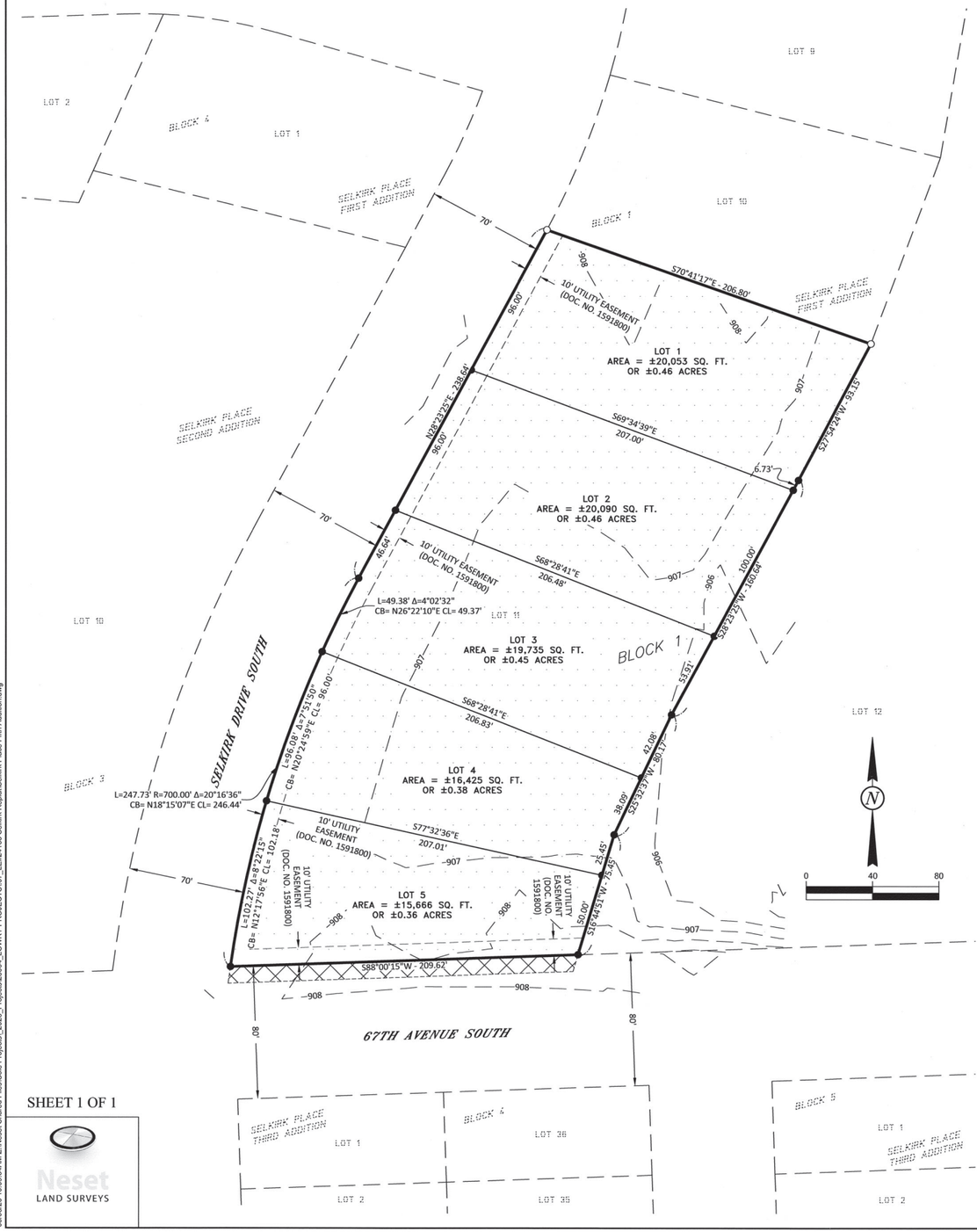
City Limit

THE CITY OF Fargo FAR MORE

Fargo Planning Commission
April 7, 2026

SELKIRK PLACE FIFTH ADDITION

A REPLAT OF LOT 11, BLOCK 1, OF SELKIRK PLACE FIRST ADDITION TO THE CITY OF FARGO, COUNTY OF CASS, STATE OF NORTH DAKOTA



OWNER'S CERTIFICATE

KNOW ALL MEN BY THESE PRESENTS, THAT ROSE CREEK DEVELOPMENT CORPORATION, IS THE OWNER OF LOT 11, BLOCK 1, IN SELKIRK PLACE FIRST ADDITION, TO THE CITY OF FARGO, COUNTY OF CASS, STATE OF NORTH DAKOTA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

LOT 11, INCLUSIVE, IN BLOCK 1, OF SELKIRK PLACE FIRST ADDITION, TO THE CITY OF FARGO.

SAID OWNER HAS CAUSED THE ABOVE DESCRIBED TRACT OF LAND SHOWN ON THIS PLAT TO BE SURVEYED AND PLATTED AS "SELKIRK PLACE FIFTH ADDITION" TO THE CITY OF FARGO, COUNTY OF CASS, STATE OF NORTH DAKOTA. SAID TRACT OF LAND CONSISTS OF 5 LOTS AND 1 BLOCK, AND CONTAINS 91,969 SQ. FT. OR 2.11 ACRES, MORE OR LESS, TOGETHER WITH EASEMENTS AND RIGHTS-OF-WAY OF RECORD.

Earlyne L Hector

EARLYNE L. HECTOR, PRESIDENT
ROSE CREEK DEVELOPMENT CORPORATION
OWNER OF LOTS 1-5, BLOCK 1

ALICIA THOMPSON NOTARY My Commission Expires 10/13/2029 PUBLIC STATE OF NORTH DAKOTA

STATE OF North Dakota)
)SS
COUNTY OF Cass)

ON THIS 14th DAY OF May, 2026, BEFORE ME, A NOTARY PUBLIC WITHIN AND FOR SAID COUNTY AND STATE, PERSONALLY APPEARED EARLYNE L. HECTOR, TO ME KNOWN TO BE THE PERSON DESCRIBED IN AND WHO EXECUTED THE FOREGOING INSTRUMENT AND ACKNOWLEDGED THAT THEY EXECUTED SAME AS THEIR FREE ACT AND DEED.

NOTARY PUBLIC, COUNTY: Cass STATE: ND

MY COMMISSION EXPIRES: 10/13/2029

SURVEYOR'S CERTIFICATE

I, COLE A. NESET, REGISTERED LAND SURVEYOR UNDER THE LAWS OF THE STATE OF NORTH DAKOTA, DO HEREBY CERTIFY THAT I HAVE SURVEYED AND PLATTED THE PROPERTY DESCRIBED ON THIS PLAT AS "SELKIRK PLACE FIFTH ADDITION; THAT THIS PLAT IS A CORRECT REPRESENTATION OF SAID SURVEY; THAT ALL DISTANCES ARE SHOWN CORRECTLY ON SAID PLAT IN FEET AND HUNDREDTHS OF A FOOT; THAT ALL MONUMENTS ARE OR WILL BE INSTALLED CORRECTLY IN THE GROUND AS SHOWN; AND THAT THE EXTERIOR BOUNDARY LINES ARE CORRECTLY DESIGNATED. DATED THIS 8 DAY OF May, 2026.

COLE A. NESET
REGISTERED LAND SURVEYOR
LS-7513

REGISTERED PROFESSIONAL LAND SURVEYOR COLE A. NESET LS-7513 DATE 5-8-26 NORTH DAKOTA

STATE OF North Dakota)
)SS
COUNTY OF Cass)

ON THIS 8th DAY OF May, 2026, BEFORE ME, A NOTARY PUBLIC WITHIN AND FOR SAID COUNTY AND STATE, PERSONALLY APPEARED COLE A. NESET. TO ME KNOWN TO BE THE PERSON DESCRIBED IN AND WHO EXECUTED THE FOREGOING INSTRUMENT AND ACKNOWLEDGED THAT THEY EXECUTED SAME AS THEIR FREE ACT AND DEED.

NOTARY PUBLIC, COUNTY: Cass STATE: ND

MY COMMISSION EXPIRES: 10/13/2029

ALICIA THOMPSON NOTARY My Commission Expires 10/13/2029 PUBLIC STATE OF NORTH DAKOTA

CITY ENGINEER'S APPROVAL

THIS PLAT IN THE CITY OF FARGO IS HEREBY APPROVED THIS_____DAY OF_____20___.

TOM KNAKMUHS, P.E., CITY ENGINEER

STATE OF_____)
)SS
COUNTY OF_____)

ON THIS_____DAY OF_____, 20___, BEFORE ME, A NOTARY PUBLIC WITHIN AND FOR SAID COUNTY AND STATE, PERSONALLY APPEARED TOM KNAKMUHS, P.E., TO ME KNOWN TO BE THE PERSON DESCRIBED IN AND WHO EXECUTED THE FOREGOING INSTRUMENT AND ACKNOWLEDGED THAT THEY EXECUTED SAME AS THEIR FREE ACT AND DEED.

NOTARY PUBLIC, COUNTY:_____STATE:_____

MY COMMISSION EXPIRES:_____

SURVEY INFORMATION

BASIS OF BEARING: CITY OF FARGO GROUND
COORDINATE SYSTEM, DECEMBER 1992
DATE OF SURVEY: MAY 2026
VERTICAL DATUM: NAVD88

NOTES

1. PROPERTY IS SITUATED IN ZONE AE (100-YEAR FLOODPLAIN) AS DEPICTED ON FEMA FIRM PANEL 38017C0787G, DATED JANUARY 16, 2015. FLOODPLAIN ELEVATION = 906.85'
2. NEGATIVE ACCESS EASEMENT, AS NOTED ON THIS PLAT, IS AN EASEMENT DEDICATED AS PART OF THE RIGHT-OF-WAY DEDICATION WHICH EASEMENT DENIES DIRECT VEHICULAR ACCESS TO A STREET OR PUBLIC WAY FROM THE LOT OR LOTS ADJACENT TO SUCH STREET OR WAY. THE NEGATIVE ACCESS EASEMENT IS NOT A STRIP OF LAND OF ANY CERTAIN WIDTH, BUT IS A LINE COTERMINOUS WITH THE BOUNDARY OF THE ADJACENT LOT OR LOTS.
3. CONTOURS SHOWN AS PER FIELD VISIT MAY 2026.

CITY COMMISSION APPROVAL

THIS PLAT IN THE CITY OF FARGO IS HEREBY APPROVED THIS_____DAY OF_____20___.

TIMOTHY J. MAHONEY, MAYOR

ATTEST:_____
ANGIE BEAR, DEPUTY AUDITOR ON BEHALF OF CITY AUDITOR

STATE OF NORTH DAKOTA)
)SS
COUNTY OF CASS)

ON THIS_____DAY OF_____, 20___, BEFORE ME, A NOTARY PUBLIC WITHIN AND FOR SAID COUNTY AND STATE, PERSONALLY APPEARED TIMOTHY J. MAHONEY & ANGIE BEAR, TO ME KNOWN TO BE THE PERSONS DESCRIBED IN AND WHO EXECUTED THE FOREGOING INSTRUMENT AND ACKNOWLEDGED THAT THEY EXECUTED THE SAME AS THEIR FREE ACT AND DEED ON BEHALF OF THE CITY OF FARGO.

NOTARY PUBLIC, COUNTY: CASS STATE: NORTH DAKOTA
MY COMMISSION EXPIRES:_____

CITY PLANNING COMMISSION APPROVAL

APPROVED BY THE CITY OF FARGO PLANNING COMMISSION THIS_____DAY OF_____20___.

MARANDA R. TASA, CHAIR
FARGO PLANNING COMISSION

STATE OF_____)
)SS
COUNTY OF_____)

ON THIS_____DAY OF_____, 20___, BEFORE ME, A NOTARY PUBLIC WITHIN AND FOR SAID COUNTY AND STATE, PERSONALLY APPEARED MARANDA R. TASA, TO ME KNOWN TO BE THE PERSON DESCRIBED IN AND WHO EXECUTED THE FOREGOING INSTRUMENT AND ACKNOWLEDGED THAT THEY EXECUTED SAME AS THEIR FREE ACT AND DEED.

NOTARY PUBLIC, COUNTY:_____STATE:_____

MY COMMISSION EXPIRES:_____

LEGEND

- MONUMENT SET
- MONUMENT FOUND
- EX. EASEMENT
- EX. PROPERTY LINE
- PROPERTY BOUNDARY LINE
- NEW ROW/PROPERTY LINE
- NEW EASEMENT LINE
- NEW NEGATIVE ACCESS EASEMENT LINE
- ZONE AE
- NEW NEGATIVE ACCESS EASEMENT

FOR RECORDING PURPOSES ONLY

SHEET 1 OF 1

Neset LAND SURVEYS

05/08/26 10:09:54AM Z:\Neset Shared Files\Cole Projects_2026_Projects\26004_LOVRY PROJECTS\07_LEF24163 Selkirk Replat\Selkirk Place Fifth Addition.dwg

City of Fargo Staff Report			
Title:	Bowers Second Addition	**Date:** **Update:**	2/24/2026 5/21/2026
Location:	725 17th Street North	**Staff Contact:**	Luke Morman, Planner
Legal Description:	A portion of Block 3, Bowers Addition and a part of Auditor's Lot 6 in the Northeast Quarter of Section 1, Township 139 North, Range 49 West, of the Fifth Principal Meridian		
Owner(s)/Applicant:	Kota Investments, LLC / Lowry Engineering	**Engineer:**	Lowry Engineering
Entitlements Requested:	**Minor Subdivision** (Replat of a portion of Block 3, Bowers Addition and a part of Auditor's Lot 6 in the Northeast Quarter of Section 1, Township 139 North, Range 49 West, of the Fifth Principal Meridian to the City of Fargo, Cass County, North Dakota)		
Status:	City Commission Consent Agenda: May 26th, 2026		

Existing		**Proposed**
Land Use: Industrial service		**Land Use:** Industrial service and undeveloped
Zoning: LI, Limited Industrial		**Zoning:** No change
Uses Allowed: Allows colleges, community service, daycare centers of unlimited size, detention facilities, health care facilities, parks and open areas, religious institutions, safety services, basic utilities, adult establishments, office, off-premise advertising signs, commercial parking, outdoor recreation and entertainment, retail sales and service, self-service storage, vehicle repair, limited vehicle service, industrial service, manufacturing and production, warehouse and freight movement, wholesale sales, aviation, surface transportation, and certain telecommunication facilities.		**Uses Allowed:** No change
Maximum Building Coverage Allowed: 85%		**Maximum Lot Coverage Allowed:** No change

Proposal:

The applicant requests approval of one entitlement:

1. A minor subdivision to be known as **Bowers Second Addition,** a replat of a portion of Block 3, Bowers Addition and a part of Auditor's Lot 6 in the Northeast Quarter of Section 1, Township 139 North, Range 49 West, of the Fifth Principal Meridian to the City of Fargo, Cass County, North Dakota

This project was reviewed by the City's Planning and Development, Engineering, Public Works, and Fire Departments ("staff"), whose comments are included in this report.

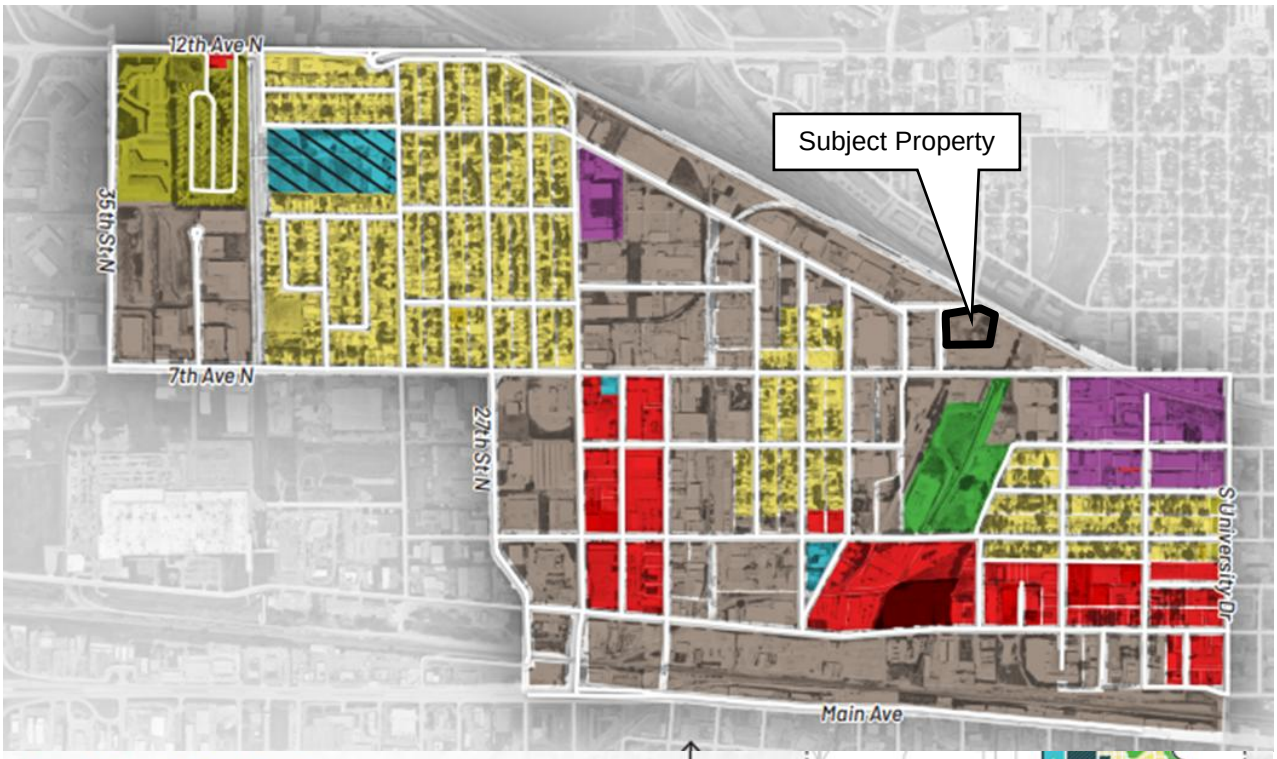
Surrounding Land Uses and Zoning Districts:

- North: Across 8th Avenue North LI, Limited Industrial; undeveloped and BNSF railroad
- East/South: LI, Limited Industrial; City of Fargo impound lot
- West: Across 17th Street North LI, Limited Industrial; warehouse and office.

Area Plans:

The Fargo Growth Plan 2024 designates the area of the subject property as “Transitional (or Flex) Industrial/Commercial” place type. The proposed development is consistent with this land use designation.

The subject property is located within the 2021 Core Neighborhoods Master Plan. This plan designates the subject property as “Industrial/Warehousing” uses. The existing LI, Limited Industrial, zoning and industrial service use are consistent with this land use designation.



Context:

Schools: The subject property is located within the Fargo School District and is served by Horace Mann/Roosevelt Elementary, Ben Franklin Middle, and North High schools.

Neighborhood: The subject property is located within the Madison/Unicorn Park neighborhood.

Parks: Cannon Park, located at 351 21st Street North, provides amenities of picnic tables, a playground for ages 2-5, and a shelter. Unicorn Park, located at 1603 3rd Avenue North, provides amenities of basketball courts, grills, picnic tables, a playground for ages 5-12, recreational trails, and warming houses. Johnson Soccer Complex, located at 420 11th Avenue North, provides amenities of picnic tables, a playground for ages 2-5, restrooms, a shelter, soccer fields, and warming houses. All parks are approximately within a quarter of a mile from the subject property.

Pedestrian / Bicycle: Off-road shared-use paths are located within Unicorn Park and the Johnson Soccer Complex which are within a quarter of a mile of the subject property. Both paths are components of the metro area bikeways system.

MATBUS Route: MATBUS Route 17 runs along 20th Street North and 7th Avenue North with stops within a quarter of a mile of the subject property.

Staff Analysis:

The proposed plat will split one lot into a two-lot minor subdivision entitled Bowers Second Addition.

Easements

A Negative Access Easement was added on the north/northeast property line by the transition from 8th Avenue North to 16th Street North. A Shared Access and Utility Easement will allow for both lots to share the driveway off of 17th Street North. Off of that easement is a Memorandum of Lease and Ingress/Egress Easement for an existing Telecommunication Support Structure (TSS). A Storm Sewer and Drainage Easement is proposed along the east property lines to connect to the existing City storm sewer to the northeast of the proposed Lot 1.

Staff has coordinated with the applicant to create an Amenities Plan discussing stormwater management.

Minor Subdivision

The LDC stipulates that the following criteria are met before a minor subdivision can be approved:

1. **Section 20-0907.B.3 of the LDC stipulates that the Planning Commission recommend approval or denial of the application, based on whether it complies with the adopted Area Plan, the standards of Article 20-06 and all other applicable requirements of the Land Development Code. Section 20-0907.B.4 of the LDC further stipulates that a Minor Subdivision Plat shall not be approved unless it is located in a zoning district that allows the proposed development and complies with the adopted Area Plan, the standards of Article 20-06 and all other applicable requirements of the Land Development Code.**
   The current zoning is LI, Limited Industrial, and no zone change is proposed. This zoning is consistent with the "Transitional (or Flex) Industrial/Commercial" place type of the Fargo Growth Plan 2024 and the "Industrial/Warehousing" uses in the Core Neighborhoods Master Plan. In accordance with Section 20-0901.F of the LDC, notices of the proposed plat have been sent out to property owners within 300 feet of the subject property. To date, Planning staff has received no inquiries about the project. The project has been reviewed by the city's Planning, Engineering, Public Works, Inspections, and Fire Departments. These departments have found that the plat meets the standards of Article 20-06 and other applicable requirements of the Land Development Code.
   (Criteria Satisfied)

2. **Section 20-0907.C.4.f of the LDC stipulates that in taking action on a Final Plat, the Board of City Commissioners shall specify the terms for securing installation of public improvements to serve the subdivision.**
   While this section of the LDC specifically addresses only major subdivision plats, staff believes it is important to note that any improvements associated with the project (both existing and proposed) are subject to special assessments. Special assessments associated with the costs of

the public infrastructure improvements are proposed to be spread by the front footage basis and storm sewer by the square footage basis as is typical with the City of Fargo assessment principles.
(Criteria Satisfied)

Staff Recommendation:

Suggested Motion: "To accept the findings and recommendations of the Planning Commission and staff and move to approve the proposed plat of the **Bowers Second Addition**, as outlined within the staff report, as the proposal complies with the Fargo Growth Plan 2024, Core Neighborhoods Master Plan, the standards of Article 20-06, Section 20-0907.B.and C, and all other applicable requirements of the Land Development Code."

Planning Commission Recommendation: March 3rd, 2026

At the March 3rd, 2026 Planning Commission, that Commission, by a vote of 10-0 with one Commissioner absent, moved to accept the findings and recommendations of staff and recommended approval to the City Commission of the proposed plat of the Bowers Second Addition, as outlined within the staff report, as the proposal complies a with the Fargo Growth Plan 2024, the standards of Article 20-06, Section 20-0907.B and C, and all other applicable requirements of the Land Development Code.

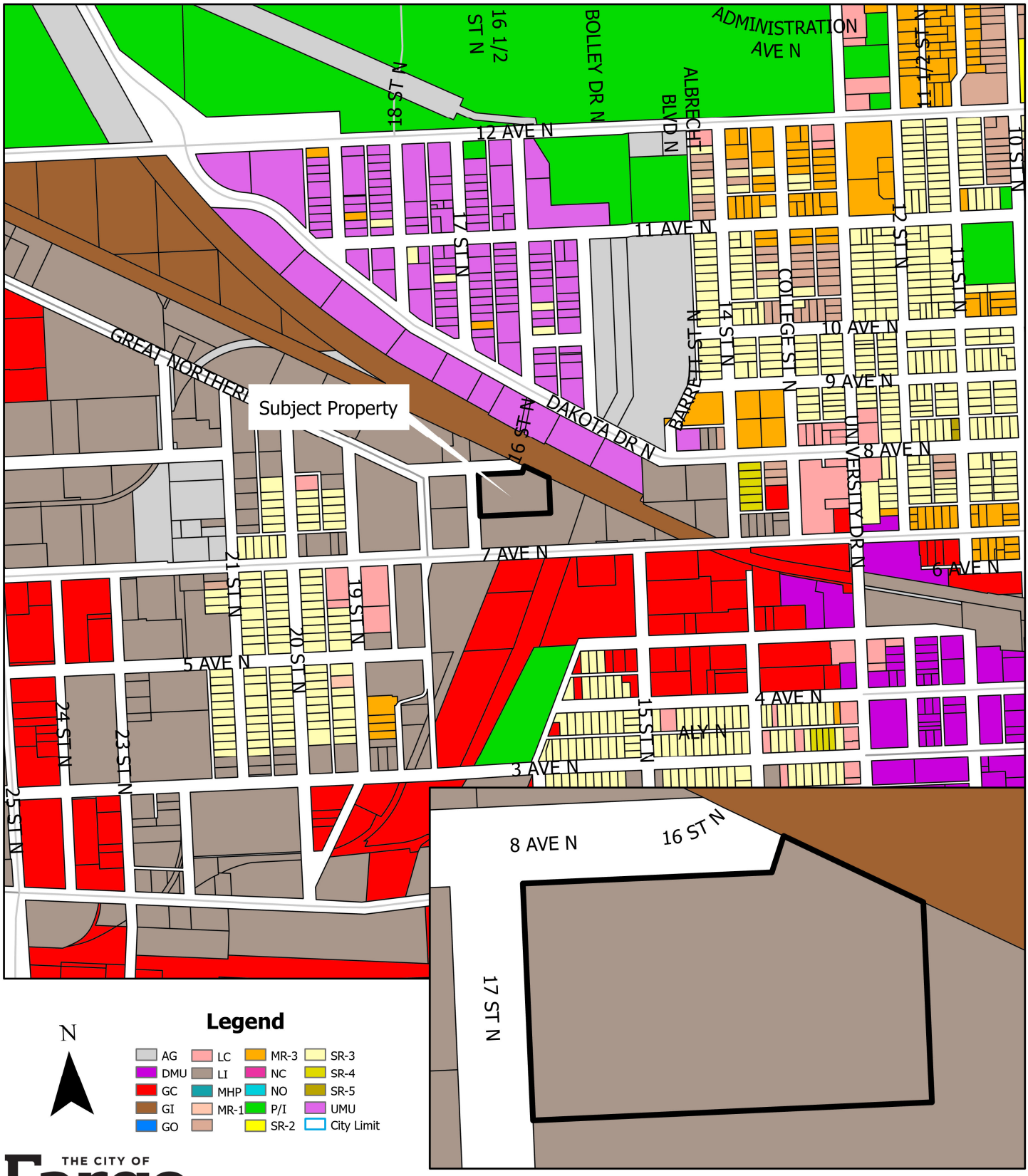
Attachments:

1. Zoning Map
2. Location Map
3. Preliminary Plat

Minor Subdivision

Bowers Second Addition

725 17th Street North



THE CITY OF Fargo FAR MORE

Fargo Planning Commission
March 3, 2026

Minor Subdivision

Bowers Second Addition

725 17th Street North

N

Legend

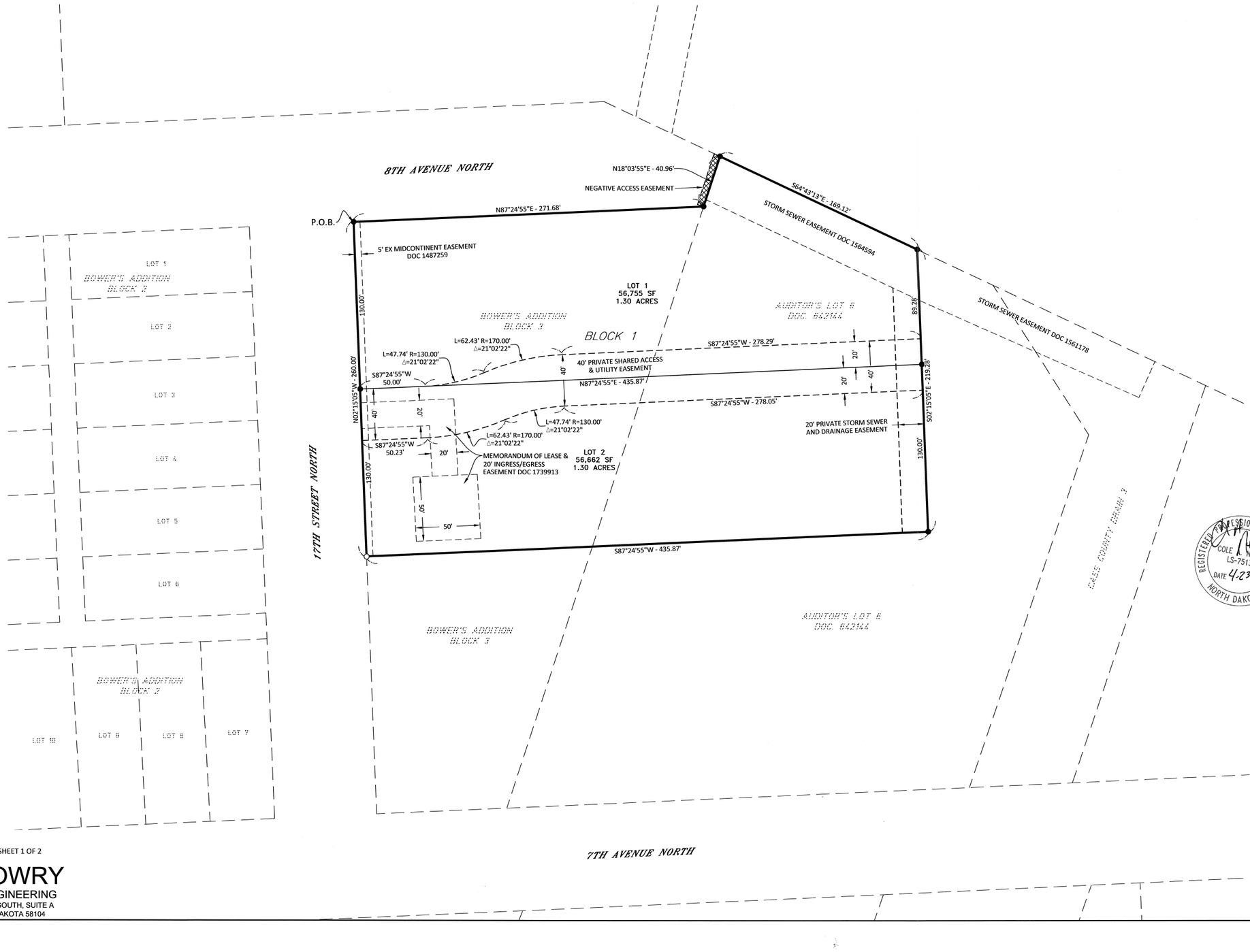
City Limit

THE CITY OF Fargo FAR MORE

Fargo Planning Commission
March 3, 2026

BOWERS SECOND ADDITION

A REPLAT OF PART OF BLOCK 3, BOWERS ADDITION AND PART OF AUDITOR'S LOT 6 OF THE NORTHEAST QUARTER OF SECTION 1, TOWNSHIP 139 NORTH, RANGE 49 WEST OF THE FIFTH PRINCIPAL MERIDIAN, TO THE CITY OF FARGO, NORTH DAKOTA
(A MINOR SUBDIVISION)



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LEGEND

●	MONUMENT SET
○	MONUMENT FOUND
P.O.B.	POINT OF BEGINNING
	EX. EASEMENT
	EX. PROPERTY LINE
	EX. SECTION LINE
	PROPERTY LINE
	PROPERTY BOUNDARY LINE
	NEW EASEMENT LINE
	NEGATIVE ACCESS EASEMENT

SURVEY INFORMATION

DATE OF SURVEY: DECEMBER, 2025
BASIS OF BEARING: CITY OF FARGO GROUND COORDINATE SYSTEM, DECEMBER 1992, US SURVEY FOOT
VERTICAL DATUM: NAVD88

NOTES

1. ALL DISTANCES ARE GROUND DISTANCES, US SURVEY FOOT.
2. A NEGATIVE ACCESS EASEMENT IS AN EASEMENT WHICH DENIES DIRECT VEHICULAR ACCESS TO A STREET OR PUBLIC WAY FROM THE LOT OR LOTS ADJACENT TO SUCH STREET OR WAY. THE NEGATIVE ACCESS EASEMENT IS NOT A STRIP OF LAND OF ANY CERTAIN WIDTH, BUT IS A LINE COTERMINOUS WITH THE BOUNDARY OF THE ADJACENT LOT OR LOTS.

REGISTERED PROFESSIONAL LAND SURVEYOR
COLE A. NESET
LS-7513
DATE 4-23-26
NORTH DAKOTA

FOR RECORDING PURPOSES ONLY

SHEET 1 OF 2

LOWRY ENGINEERING
5306 51ST AVENUE SOUTH, SUITE A
FARGO, NORTH DAKOTA 58104

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BOWERS SECOND ADDITION

A REPLAT OF PART OF BLOCK 3, BOWERS ADDITION AND PART OF AUDITOR'S LOT 6 OF THE NORTHEAST QUARTER OF SECTION 1, TOWNSHIP 139 NORTH, RANGE 49 WEST OF THE FIFTH PRINCIPAL MERIDIAN, TO THE CITY OF FARGO, NORTH DAKOTA
(A MINOR SUBDIVISION)

OWNERS' CERTIFICATE

KNOW ALL MEN BY THESE PRESENTS, THAT KOTA INVESTMENTS LLC, IS THE OWNER OF THAT PART OF THE NORTHWEST QUARTER OF SECTION 1, TOWNSHIP 139 NORTH, RANGE 49 WEST OF THE 5TH PRINCIPAL MERIDIAN, IN THE CITY OF FARGO, CASS COUNTY, NORTH DAKOTA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF BLOCK 3 (ALSO REFERRED TO AS LOT 1, BLOCK 3), BOWERS ADDITION; THENCE N87°24'55"E ALONG THE NORTH LINE OF SAID BLOCK 3 A DISTANCE OF 271.68 FEET; THENCE N18°03'55"E A DISTANCE OF 40.96 FEET; THENCE S64°43'13"E A DISTANCE OF 169.12 FEET; THENCE S02°15'05"E A DISTANCE OF 219.28 FEET; THENCE S87°24'55"W A DISTANCE OF 435.87 FEET TO THE WEST LINE OF SAID BLOCK 3; THENCE N02°15'05"W ALONG SAID WEST LINE A DISTANCE OF 260.00 FEET TO THE POINT OF BEGINNING

SAID OWNERS HAVE CAUSED THE ABOVE DESCRIBED TRACT OF LAND SHOWN ON THIS PLAT TO BE SURVEYED AND PLATTED AS BOWERS SECOND ADDITION TO THE CITY OF FARGO, CASS COUNTY, NORTH DAKOTA. SAID OWNERS HEREBY DEDICATE AND CONVEY THE 40' SHARED ACCESS & UTILITY EASEMENT, AND THE 20' STORM SEWER & DRAINAGE EASEMENT AS SHOWN ON SAID PLAT AS PRIVATE EASEMENTS FOR THE BENEFIT OF ALL LOTS AND BLOCKS. SAID BOWERS SECOND ADDITION, CONSISTS OF 2 LOTS AND 1 BLOCK, AND CONTAINS 2.60 ACRES, MORE OR LESS TOGETHER WITH EASEMENTS AND RIGHT OF WAYS OF RECORD.

BY: _____
WADE MYSZKA, OWNER
KOTA INVESTMENTS, LLC

STATE OF ND)
)SS
COUNTY OF Cass)

ON THIS 24 DAY OF April, 2026, BEFORE ME, A NOTARY PUBLIC WITHIN AND FOR SAID COUNTY AND STATE, PERSONALLY APPEARED WADE MYSZKA, OWNER, KOTA INVESTMENTS, LLC, TO ME KNOWN TO BE THE PERSON DESCRIBED IN AND WHO EXECUTED THE FOREGOING INSTRUMENT AND ACKNOWLEDGED THAT THEY EXECUTED SAME AS THEIR FREE ACT AND DEED.

_____
NOTARY PUBLIC, COUNTY: Cass STATE: ND

AMANDA DAMMEN
Notary Public
State of North Dakota
My Commission Expires March 30, 2030

SURVEYORS CERTIFICATE

I, COLE A. NESET, REGISTERED LAND SURVEYOR UNDER THE LAWS OF THE STATE OF NORTH DAKOTA, DO HEREBY CERTIFY THAT I HAVE SURVEYED AND PLATTED THE PROPERTY DESCRIBED ON THIS PLAT AS BOWERS SECOND ADDITION; THAT THIS PLAT IS A CORRECT REPRESENTATION OF SAID SURVEY; THAT ALL DISTANCES ARE SHOWN CORRECTLY ON SAID PLAT IN FEET AND HUNDREDTHS OF A FOOT; THAT ALL MONUMENTS ARE OR WILL BE INSTALLED CORRECTLY IN THE GROUND AS SHOWN; AND THAT THE EXTERIOR BOUNDARY LINES ARE CORRECTLY DESIGNATED.
DATED THIS 23 DAY OF April, 2026.

_____
COLE A. NESET,
REGISTERED LAND SURVEYOR
LS-7513

REGISTERED PROFESSIONAL LAND SURVEYOR
COLE A. NESET
LS-7513
DATE 4-23-26
NORTH DAKOTA

STATE OF NORTH DAKOTA)
)SS
COUNTY OF CASS)

ON THIS 23rd DAY OF April, 2026, BEFORE ME, A NOTARY PUBLIC WITHIN AND FOR SAID COUNTY AND STATE, PERSONALLY APPEARED COLE A. NESET, TO ME KNOWN TO BE THE PERSON DESCRIBED IN AND WHO EXECUTED THE FOREGOING INSTRUMENT AND ACKNOWLEDGED THAT THEY EXECUTED SAME AS THEIR FREE ACT AND DEED.

_____
NOTARY PUBLIC, COUNTY: CASS STATE: NORTH DAKOTA

ALICIA THOMPSON
NOTARY
My Commission Expires 10/13/2029
PUBLIC
STATE OF NORTH DAKOTA

CITY ENGINEER'S APPROVAL

THIS PLAT IN THE CITY OF FARGO IS HEREBY APPROVED THIS _____ DAY OF _____ 20____.

_____
TOM KNAKMUHS, P.E.
CITY ENGINEER

STATE OF _____)
)SS
COUNTY OF _____)

ON THIS _____ DAY OF _____, 20____, BEFORE ME, A NOTARY PUBLIC WITHIN AND FOR SAID COUNTY AND STATE, PERSONALLY APPEARED TOM KNAKMUHS, P.E., TO ME KNOWN TO BE THE PERSON DESCRIBED IN AND WHO EXECUTED THE FOREGOING INSTRUMENT AND ACKNOWLEDGED THAT THEY EXECUTED SAME AS THEIR FREE ACT AND DEED.

_____
NOTARY PUBLIC, COUNTY: _____ STATE: _____

CITY COMMISSION APPROVAL

APPROVED BY THE BOARD OF CITY COMMISSIONERS AND ORDERED FILED THIS _____ DAY OF _____, 20____.

_____
TIMOTHY J. MAHONEY, MAYOR

ATTEST: _____
ANGIE BEAR, DEPUTY AUDITOR ON BEHALF OF CITY AUDITOR

STATE OF _____)
)SS
COUNTY OF _____)

ON THIS _____ DAY OF _____, 20____, BEFORE ME, A NOTARY PUBLIC WITHIN AND FOR SAID COUNTY AND STATE, PERSONALLY APPEARED TIMOTHY J. MAHONEY AND ANGIE BEAR, KNOWN TO ME TO BE THE PERSONS DESCRIBED IN AND WHO EXECUTED THE FOREGOING INSTRUMENT AND ACKNOWLEDGED THAT THEY EXECUTED THE SAME AS THEIR FREE ACT AND DEED ON BEHALF OF THE CITY OF FARGO.

_____
NOTARY PUBLIC, COUNTY: _____ STATE: _____

CITY PLANNING COMMISSION APPROVAL

THIS PLAT IN THE CITY OF FARGO IS HEREBY APPROVED THIS 3rd DAY OF March, 2026.

_____
MARANDA R. TASA, CHAIR
FARGO PLANNING COMMISSION

STATE OF _____)
)SS
COUNTY OF _____)

ON THIS _____ DAY OF _____, 20____, BEFORE ME, A NOTARY PUBLIC WITHIN AND FOR SAID COUNTY AND STATE, PERSONALLY APPEARED MARANDA R. TASA, TO ME KNOWN TO BE THE PERSON DESCRIBED IN AND WHO EXECUTED THE FOREGOING INSTRUMENT AND ACKNOWLEDGED THAT THEY EXECUTED SAME AS THEIR FREE ACT AND DEED.

_____
NOTARY PUBLIC, COUNTY: _____ STATE: _____

FOR RECORDING PURPOSES ONLY

LOWRY ENGINEERING
5306 51ST AVENUE SOUTH, SUITE A
FARGO, NORTH DAKOTA 58104

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City of Fargo *Staff Report*			
Title:	Simonson Companies Fifth Addition	**Date:** **Update:**	03-31-2026 05-21-2026
Location:	5237 38 Street South	**Staff Contact:**	Chelsea Levorsen, Planner
Legal Description:	Lot 2, Block 1, Simonson Companies Fourth Addition		
Owner(s)/Applicant:	Simonson Companies, LLC	**Engineer:**	Lowry Engineering, Inc.
Entitlements Requested:	**Minor Subdivision** (replat of Lot 2, Block 1 Simonson Companies Fourth Addition)		
Status:	City Commission Consent Agenda: May 26, 2026		

Existing		**Proposed**
Land Use: Undeveloped		**Land Use:** No Change / Future Commercial
Zoning: LC, Limited Commercial with a CO, Conditional Overlay		**Zoning:** No Change
Uses Allowed: Allows colleges, community service, daycare centers of unlimited size, health care facilities, parks and open areas, religious institutions, safety services, basic utilities, offices, ~~off-premise advertising,~~ commercial parking, retail sales and service, self-storage, ~~vehicle repair~~, limited vehicle service, and certain telecommunication facilities. **Conditional Overlay No. 5370** prohibits certain uses as indicated above, and provides design and pedestrian connectivity standards.		**Uses Allowed:** No Change
Maximum Lot Coverage Allowed: Maximum 55% building coverage		**Maximum Lot Coverage Allowed:** No Change

Proposal:

The applicant requests one entitlement:

1. A minor subdivision, to be known as Simonson Companies Fifth Addition, a replat of Lot 2, Block 1, Simonson Companies Fourth Addition to the City of Fargo, Cass County, North Dakota

The subject property is located at 5237 38 Street South, and encompasses approximately 2.08 acres. This project was reviewed by the City's Planning and Development, Engineering, Public Works, and Fire Departments ("staff"), whose comments are included in this report.

Surrounding Land Uses and Zoning Districts:

- North: 52 Avenue South / Town & Country Credit Union, with zoning of GC, General Commercial with C-O
- East: 38 Street South / Starbucks with zoning of LC, Limited Commercial with C-O
- South: Undeveloped, with zoning of LC, Limited Commercial with C-O
- West: Undeveloped, with zoning of LC, Limited Commercial with C-O

Area Plans:

Fargo's Growth Plan 2024 was adopted on August 19th, 2024. The property is located within the Mixed Commercial, Office, and Residential place type. Primary uses include commercial, retail, distribution, cultural, government, civic, light manufacturing, and multi-family residential housing. This project is consistent with the future land use designation for this property.

Context:

Neighborhood: The District

Schools: The subject property is located within the Fargo School District, specifically within the Kennedy Elementary, Discovery Middle, and Davies High Schools.

Parks: The Pines Park, located at 5371 42 Avenue South, is within a quarter mile to the southwest of the property. Park Amenities include a basketball court, grills, picnic tables, two playgrounds, recreational trails, and a shelter.

Pedestrian / Bicycle: Shared-use paths border the subject property on 52nd Avenue South, 38th Street South, and 53rd Avenue South. These shared-use paths connect directly to The Pines Park and the metro area path system.

Transit: MATBUS Route 18 runs along 38th Street South on the east side of the subject property, and has a stop at Walmart, approximately 0.20 miles east of the subject property. Walmart connects to the downtown GTC, Ground Transportation Center by way of 40th avenue South, 42nd Street South, 25th Street South, and University Drive.

Staff Analysis:

Minor Subdivision:
The subdivision plat vacates a 20' utility easement and creates a new 10' utility easement. The re-routing of the utilities will allow for the proposed development of a gas station. The property lines are not changing.

Zoning and C-O, Conditional Overlay:
The property is zoned LC, Limited Commercial with a C-O, Conditional Overlay Ordinance No. 5370, which prohibits certain uses and provides design and pedestrian connectivity standards. This Conditional Overlay was created with Simonson Companies Second Addition and it will carry through with this subdivision. No zone changes or modification to the C-O is proposed.

Access & Amenities:
Access to the lots is provided by access easements which connect to 38th Street South and 53rd Avenue South. These easements were created with the Simonson Companies Second Addition Plat in 2020. There is no direct access to 52nd Avenue South.

Staff will update the amenities plan to specify developer considerations related to public improvements and storm water.

The LDC stipulates that the following criteria is met before a minor plat can be approved:

1. **Section 20-0907.B.3 of the LDC stipulates that the Planning Commission recommend approval or denial of the application, based on whether it complies with the adopted Area Plan, the standards of Article 20-06 and all other applicable requirements of the Land Development Code. Section 20-0907.B.4 of the LDC further stipulates that a Minor Subdivision Plat shall not be approved unless it is located in a zoning district that allows the proposed development and complies with the adopted Area Plan, the standards of Article 20-06 and all other applicable requirements of the Land Development Code.**

   The current zoning for the property is LC, Limited Commercial with C-O, Conditional Overlay. No zone change or C-O modification is proposed. This zoning is consistent with the 2024 Fargo Growth Plan and the property is within the Mixed Commercial, Office, and Residential place type. The current LC zoning is consistent with these land use designations. In accordance with section 20-0901.F of the LDC, notices of the proposed plat have been sent out to property owners within 300 feet of the subject property. To date, staff has not received any inquiries about the application. The project has been reviewed by the City's Planning, Engineering, Public Works, Inspections, and Fire Departments. **(Criteria Satisfied)**

2. **Section 20-0907.C.4.f of the LDC stipulates that in taking action on a Final Plat, the Board of City Commissioners shall specify the terms for securing installation of public improvements to serve the subdivision.**

   While this section of the LDC specifically addresses only major subdivision plats, staff believes it is important to note that any improvements associated with the project (both existing and proposed) are subject to special assessments. Special assessments associated with the costs of the public infrastructure improvements are proposed to be spread by the front footage basis and storm sewer by the square footage basis as is typical with the City of Fargo assessment principals. **(Criteria Satisfied)**

Staff Recommendation:

Suggested Motion: "To accept the findings and recommendations of the Planning Commission and staff and move to approve the proposed subdivision plat, **Simonson Companies Fifth Addition** as outlined within the staff report, as the proposal complies with the adopted area plans, the standards of Article 20-06, Section 20-0907 B and C, and all other applicable requirements of the Land Development Code".

Planning Commission Recommendation: April 27th, 2026

At the April 27th, 2026 Planning Commission hearing, that Commission, by a vote of 7-0 with four commissioners absent, moved to accept the findings and recommendations of staff and recommended approval to the City Commission of the proposed subdivision plat, **Simonson Companies Fifth Addition** as outlined within the staff report, as the as the proposal complies with the Adopted Area Plan, the Standards of Article 20-06, Section 20-0907.B and C of the Land Development Code".

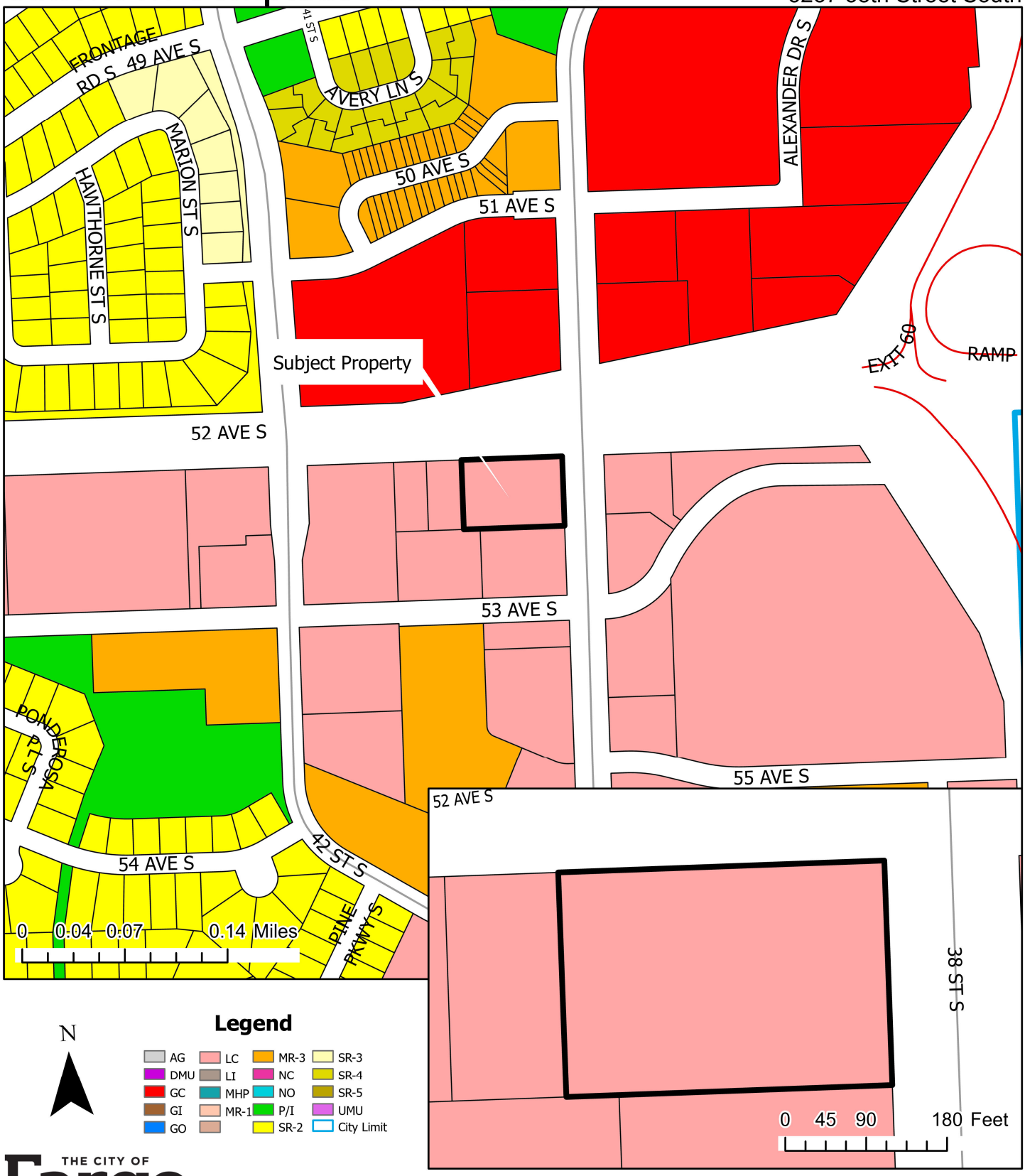
Attachments:

1. Zoning Map
2. Location Map
3. Preliminary Plat
4. Amenities Plan

Minor Subdivision

Simonson Companies Fifth Addition

5237 38th Street South



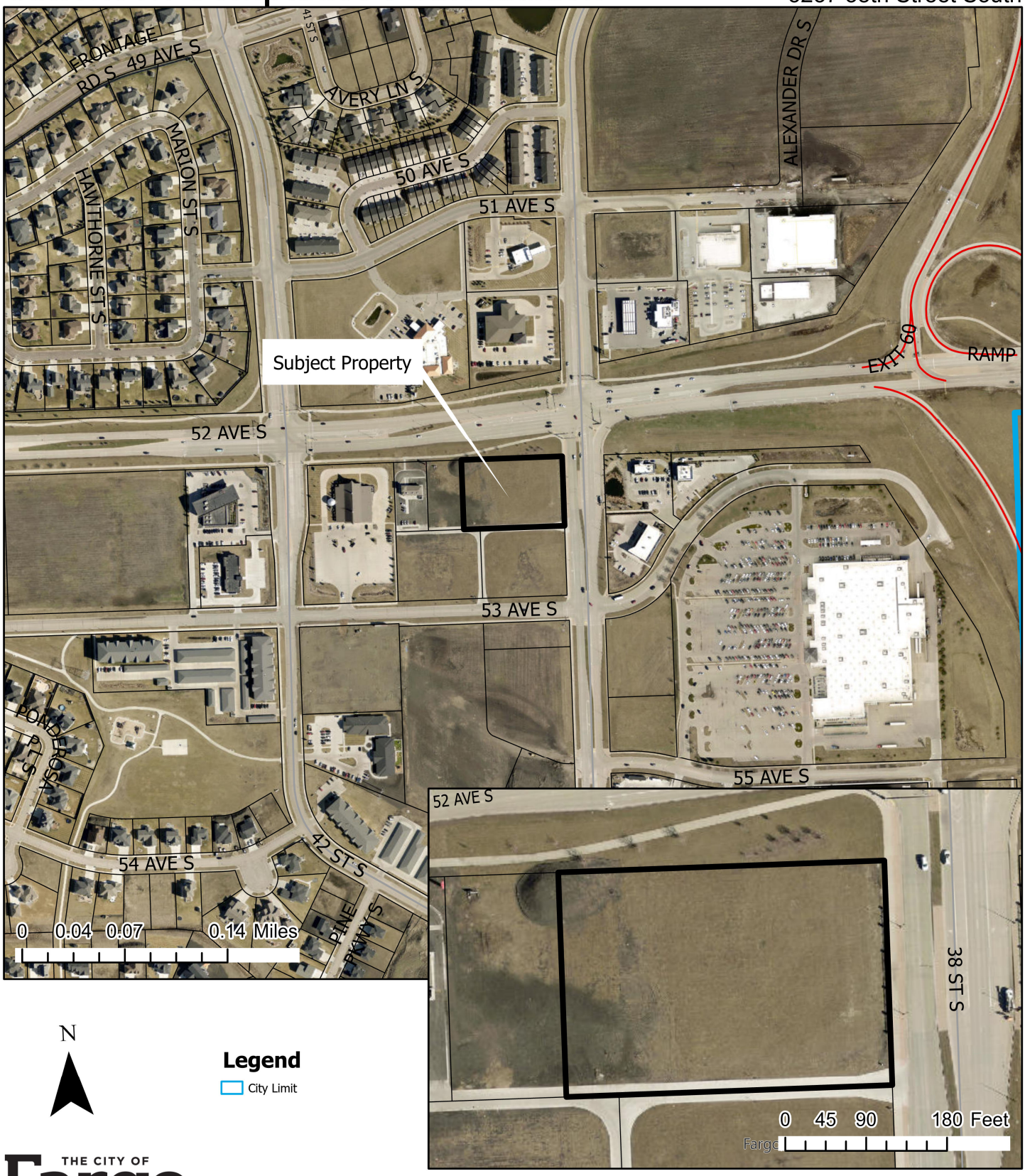
THE CITY OF Fargo
FAR MORE

Fargo Planning Commission
April 7, 2026

Minor Subdivision

Simonson Companies Fifth Addition

5237 38th Street South



N

Legend

City Limit

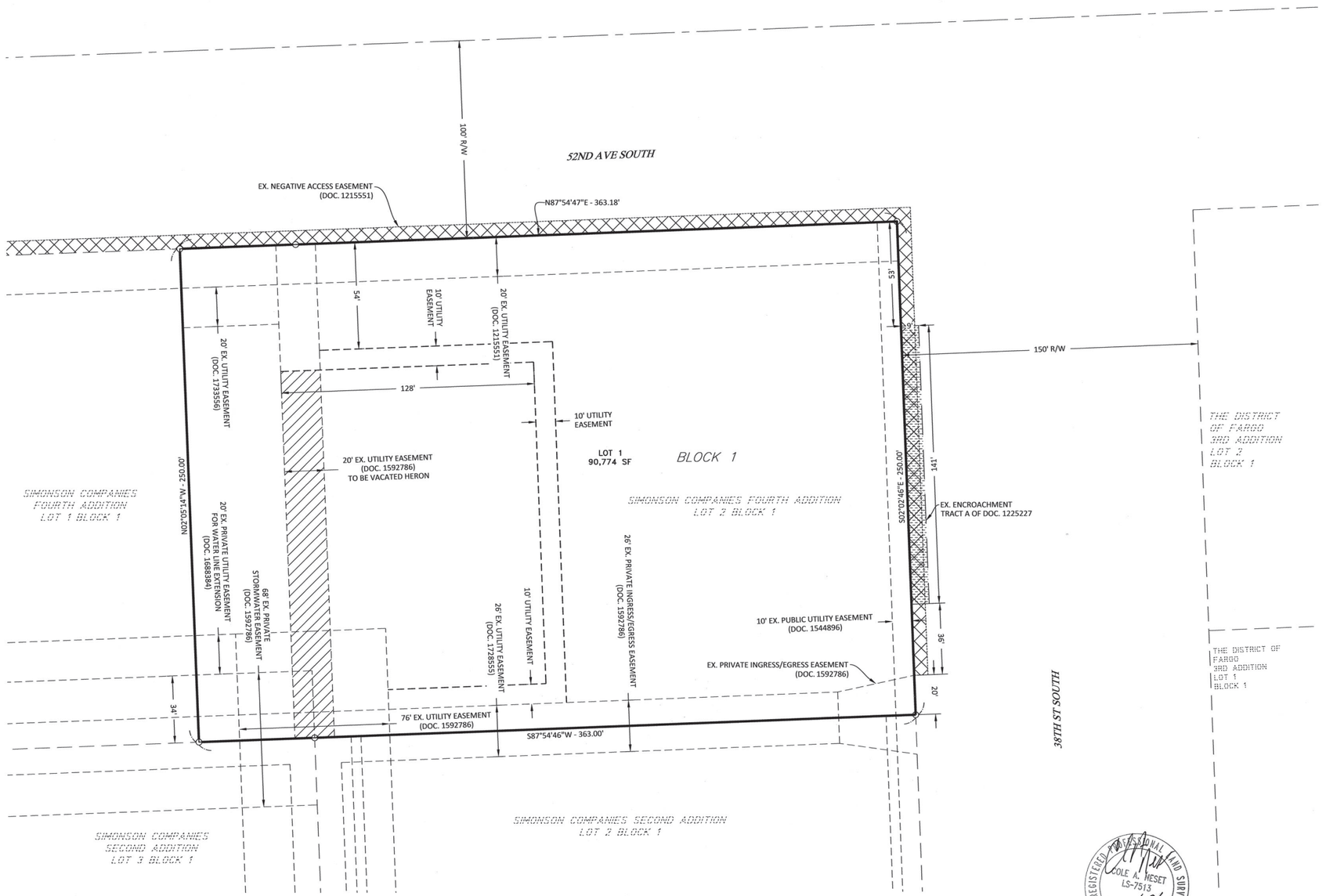
THE CITY OF Fargo FAR MORE

Fargo Planning Commission
April 7, 2026

A MINOR SUBDIVISION PLAT OF

SIMONSON COMPANIES FIFTH ADDITION

A REPLAT OF LOT 2, BLOCK 1, SIMONSON COMPANIES FOURTH ADDITION
TO THE CITY OF FARGO, CASS COUNTY, NORTH DAKOTA



N

0 30 60

LEGEND

- MONUMENT SET
- MONUMENT FOUND
- EX. EASEMENT
- EX. PROPERTY LINE
- EX. SECTION LINE
- PROPERTY BOUNDARY LINE
- NEW ROW/PROPERTY LINE
- NEW EASEMENT LINE
- EX. NEGATIVE ACCESS EASEMENT
- EX. ENCROACHMENT
- EX. EASEMENT TO BE VACATED HERON

SURVEY INFORMATION

DATE OF SURVEY: 05-13-2022
BASIS OF BEARING: CITY OF FARGO GROUND COORDINATE SYSTEM, DECEMBER 1992
BENCHMARK USED: TOP NUT OF HYDRANT ON SOUTH SIDE OF LOT 2 BLOCK 1 OF SIMONSON SECOND ADDITION, ELEVATION = 910.51

NOTES

1. A NEGATIVE ACCESS EASEMENT IS AN EASEMENT WHICH DENIES DIRECT VEHICULAR ACCESS TO A STREET OR PUBLIC WAY FROM THE LOT OR LOTS ADJACENT TO SUCH STREET OR WAY. THE NEGATIVE ACCESS EASEMENT IS NOT A STRIP OF LAND OF ANY CERTAIN WIDTH, BUT IS A LINE COTERMINOUS WITH THE BOUNDARY OF THE ADJACENT LOT OR LOTS.

REGISTERED PROFESSIONAL LAND SURVEYOR
COLE A. WESET
LS-7513
DATE 5-26
NORTH DAKOTA

FOR RECORDING PURPOSES ONLY

SHEET 1 OF 2

LOWRY ENGINEERING
5306 51ST AVENUE SOUTH, SUITE A
FARGO, NORTH DAKOTA 58104

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A MINOR SUBDIVISION PLAT OF

SIMONSON COMPANIES FIFTH ADDITION

A REPLAT OF LOT 2, BLOCK 1, SIMONSON COMPANIES FOURTH ADDITION
TO THE CITY OF FARGO, CASS COUNTY, NORTH DAKOTA

OWNER'S CERTIFICATE

KNOW ALL MEN BY THESE PRESENTS, THAT SIMONSON COMPANIES, LLC, IS THE OWNER OF THE FOLLOWING DESCRIBED TRACT OF LAND:

LOT 2, BLOCK 1, SIMONSON COMPANIES FOURTH ADDITION TO THE CITY OF FARGO, CASS COUNTY, NORTH DAKOTA

SAID OWNER HAS CAUSED THE ABOVE DESCRIBED TRACT OF LAND SHOWN ON THIS PLAT TO BE SURVEYED AND PLATTED AS SIMONSON COMPANIES FIFTH ADDITION TO THE CITY OF FARGO, CASS COUNTY, NORTH DAKOTA. SAID OWNER ALSO HEREBY DEDICATES AND CONVEYS TO THE PUBLIC, FOR PUBLIC USE, ALL UTILITY EASEMENTS SHOWN ON SAID PLAT. SAID TRACT OF LAND, CONSISTS OF 1 LOT AND 1 BLOCK, AND CONTAINS 90,774 SF, MORE OR LESS TOGETHER WITH EASEMENTS AND RIGHT OF WAYS OF RECORD.

_____
SIMONSON COMPANIES, LLC
BY: ARCH M. SIMONSON
ITS: SECRETARY

STATE OF_____)
)SS
COUNTY OF_____)

ON THIS _____DAY OF_____, 20____, BEFORE ME, A NOTARY PUBLIC WITHIN AND FOR SAID COUNTY AND STATE, PERSONALLY APPEARED ARCH M. SIMONSON, SECRETARY, SIMONSON COMPANIES, LLC, TO ME KNOWN TO BE THE PERSON DESCRIBED IN AND WHO EXECUTED THE FOREGOING INSTRUMENT AND ACKNOWLEDGED THAT THEY EXECUTED SAME AS THEIR FREE ACT AND DEED.

_____
NOTARY PUBLIC, COUNTY:_____STATE:_____

SURVEYORS CERTIFICATE

I, COLE A. NESET, REGISTERED LAND SURVEYOR UNDER THE LAWS OF THE STATE OF NORTH DAKOTA, DO HEREBY CERTIFY THAT I HAVE SURVEYED AND PLATTED THE PROPERTY DESCRIBED ON THIS PLAT AS SIMONSON COMPANIES FIFTH ADDITION; THAT THIS PLAT IS A CORRECT REPRESENTATION OF SAID SURVEY; THAT ALL DISTANCES ARE SHOWN CORRECTLY ON SAID PLAT IN FEET AND HUNDREDTHS OF A FOOT; THAT ALL MONUMENTS ARE OR WILL BE INSTALLED CORRECTLY IN THE GROUND AS SHOWN; AND THAT THE EXTERIOR BOUNDARY LINES ARE CORRECTLY DESIGNATED.
DATED THIS _____DAY OF_____, 20____.

_____
COLE A. NESET,
REGISTERED LAND SURVEYOR
LS-7513

STATE OF NORTH DAKOTA)
)SS
COUNTY OF CASS)

ON THIS _____DAY OF _____, 20____, BEFORE ME, A NOTARY PUBLIC WITHIN AND FOR SAID COUNTY AND STATE, PERSONALLY APPEARED COLE A. NESET, TO ME KNOWN TO BE THE PERSON DESCRIBED IN AND WHO EXECUTED THE FOREGOING INSTRUMENT AND ACKNOWLEDGED THAT THEY EXECUTED SAME AS THEIR FREE ACT AND DEED.

_____
NOTARY PUBLIC, COUNTY:____CASS_____STATE:____NORTH DAKOTA_____

CITY ENGINEER'S APPROVAL

THIS PLAT IN THE CITY OF FARGO IS HEREBY APPROVED THIS_____DAY OF_____20____.

_____
TOM KNAKMUHS, P.E.
CITY ENGINEER

STATE OF_____)
)SS
COUNTY OF_____)

ON THIS _____DAY OF_____, 20____, BEFORE ME, A NOTARY PUBLIC WITHIN AND FOR SAID COUNTY AND STATE, PERSONALLY APPEARED TOM KNAKMUHS, P.E., TO ME KNOWN TO BE THE PERSON DESCRIBED IN AND WHO EXECUTED THE FOREGOING INSTRUMENT AND ACKNOWLEDGED THAT THEY EXECUTED SAME AS THEIR FREE ACT AND DEED.

_____
NOTARY PUBLIC, COUNTY:_____STATE:_____

CITY COMMISSION APPROVAL

APPROVED BY THE BOARD OF CITY COMMISSIONERS AND ORDED FILED THIS_____DAY OF_____20____.

_____
TIMOTHY J. MAHONEY
MAYOR

ATTEST: _____
ANGIE BEAR
DEPUTY AUDITOR ON BEHALF OF CITY AUDITOR

STATE OF NORTH DAKOTA)
)SS
COUNTY OF CASS)

ON THIS _____DAY OF_____, 20____, BEFORE ME, A NOTARY PUBLIC WITHIN AND FOR SAID COUNTY AND STATE, PERSONALLY APPEARED TIMOTHY J. MAHONEY & ANGIE BEAR, TO ME KNOWN TO BE THE PERSON DESCRIBED IN AND WHO EXECUTED THE FOREGOING INSTRUMENT AND ACKNOWLEDGED THAT THEY EXECUTED SAME AS THEIR FREE ACT AND DEED.

_____
NOTARY PUBLIC, COUNTY:_____STATE:_____

CITY PLANNING COMMISSION APPROVAL

THIS PLAT IN THE CITY OF FARGO IS HEREBY APPROVED THIS_____DAY OF_____20____.

_____
MARANDA R. TASA, CHAIR
FARGO PLANNING COMMISSION

STATE OF_____)
)SS
COUNTY OF_____)

ON THIS _____DAY OF_____, 20____, BEFORE ME, A NOTARY PUBLIC WITHIN AND FOR SAID COUNTY AND STATE, PERSONALLY APPEARED ____MARANDA R. TASA____, TO ME KNOWN TO BE THE PERSON DESCRIBED IN AND WHO EXECUTED THE FOREGOING INSTRUMENT AND ACKNOWLEDGED THAT THEY EXECUTED SAME AS THEIR FREE ACT AND DEED.

_____
NOTARY PUBLIC, COUNTY:_____STATE:_____

FOR RECORDING PURPOSES ONLY

LOWRY ENGINEERING
5306 51ST AVENUE SOUTH, SUITE A
FARGO, NORTH DAKOTA 58104

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Site Amenities and Project Plan
Simonson Companies Fifth Addition
April 10, 2026

Location: The subject property is legally referred to as Lot 1, Block 1, Simonson Companies Fifth Addition to the City of Fargo, Cass County, North Dakota, a replat of Lot 2, Block 1, Simonson Companies Fourth Addition.

Details: The project includes one (1) LC, Limited Commercial zoned lot. As approved, the project is intended to be developed as a limited commercial development, pursuant to the LDC.

Right of Way (ROW): No public right of way dedications are required as part of Simonson Companies Fifth Addition.

All applicable requirements of the Simonson Companies Fourth Addition Amenities Plan carry through to the Simonson Companies Fifth Addition.

This Amenities Plan is hereby approved.

Arch Simonson 5/19/2026 | 10:13 AM CDT

Arch Simonson, President — date
Simonson Companies, LLC
Owner: Lot 1, Block 1 of Simonson Companies Fifth Addition

Tom Knakmuhs, City Engineer — date

THE CITY OF Fargo FAR MORE | 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

May 19, 2026

Board of City Commissioners
City Hall
225 4 Street N.
Fargo, ND 58102

RE: Rear Load Refuse Truck (RFP26177)

Commissioners,

On May 8, 2026, four proposals were received and reviewed for the purchase of one rear load refuse truck. The results are as follows:

Firm	Price per Unit (with trade)
Fargo Freightliner	$231,500
McQueen	$233,000
Sanitation Products	$234,600
Northern Truck Equipment	$278,240

The Review Committee, consisting of Scott Olson, Dave Rheault, and Tom Ganje determined that all vendors met the required specifications and the prices were below budget. The committee recommends awarding Fargo Freightliner due to equipment delivery time, and locally based maintenance and service. Funding for this project is included in the 2026 Solid Waste budget.

SUGGESTED MOTION:
Approve the purchase of one Rear Load Refuse Truck from Fargo Freightliner with unit 218 trade value of $15,000 and unit 219 trade value of $15,000 for a total purchase price of $233,000.

Respectfully submitted,

Tom Ganje
Fleet Purchasing Manager

City of Fargo- Solid Waste
Rear Load Refuse Truck- RFP26177
5/12/2026

	MacQueen	Fargo Freightliner	Sanitation Products	Northern Truck Equipment Corp.
Chassis Make	Freightliner	Freightliner	Freightliner	Freightliner
Chassis Model	M2 106	M2 106 Plus	M2 106 Plus	M2 106 Plus
Body Make	McNeilus	Leech	Loadmaster	Heil
Body Model	2516 REL 3.5 HD	2R-III 25 yd.	Excell 25yd	DP 5000
Trade-In Value (Unit 218)	$15,000.00	$15,000.00	$15,000.00	$6,500.00
Trade-In Value (Unit 219)	$20,000.00	$15,000.00	$15,000.00	$6,500.00
Total Truck Price	$266,500.00	$263,000.00	$264,600.00	$291,240.00
Total Truck Price minus Trade-In Values	$231,500.00	$233,000.00	$234,600.00	$278,240.00
Equipment Delivery From Date of Order	120 - 150 Days	60 Days	240 Days	160-215 Days

THE CITY OF Fargo FAR MORE
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

May 11, 2026

The Honorable Board of City Commissioners
225 4th Street N.
City of Fargo
Fargo, ND 58102

RE: Authorization to extend the 2022/2023 Sidewalk Snow and Ice Removal Services for City Owned Properties Contract with Valley Green & Associates for the 2026/2027 snow season (RFP22139).

Commissioners:

On August 11th 2022, a total of two (2) proposals were received for the Request for Proposals for Sidewalk Snow and Ice Removal Services for City Owned Properties (RFP22139). The contracted service assists Public Works with snow and ice removal from city owned sidewalks. See the attached bid tabulation. Based on the stated criteria and staff review, Valley Green & Associates was awarded the Sidewalk Snow and Ice Removal Services for City Owned Properties Contract for the 2022/2023 snow season. As part of the 2022/2023 RFP, language was included that allowed for two (2) 1-year extensions after the initial 3-year contract.

Public Works staff has visited with the 2022/2023 approved contract holder, Valley Green & Associates, and at this time, we are requesting authorization to extend the contract for the 2026/2027 snow season under the terms of the initial 2022 RFP (RFP22139).

RECOMMENDED MOTION: I/we hereby move based on the request for proposal (RFP22139), to extend the initial 2022/2023 award contract for Sidewalk Snow and Ice Removal Services for City Owned Properties Contract with Valley Green and Associates for the 2026/2027 snow season under the terms and conditions of the initial 2022 RFP (RFP22139).

Respectfully submitted,

Corey Houim
Services Manager
Fargo Public Works

SERVICES AGREEMENT
SIDEWALK SNOW AND ICE REMOVAL SERVICES
CITY OWNED PROPERTIES

I. Agreement

This agreement is between the City of Fargo (City) and Valley Green & Associates (Contractor) to provide "city owned properties" sidewalk snow and ice removal services for the City. This agreement shall commence upon signing by both parties and expire on April 15, 2027.

II. Scope of Services

The contractor will perform the sidewalk snow and ice removal services as set forth within this agreement. It will be up to the individual contractor's discretion to perform the services as weather conditions permit.

Location of Sidewalks

A complete list of addresses has been provided and attached as Exhibit A.

Removal of Snowfall

Contractor will remove all snowfall accumulation from assigned sidewalks. Contractor will use whatever method it determines, in its sole and absolute discretion, to be the most appropriate method to clear any snow accumulation. Contractor will be required to clear the sidewalk of snow and ice to the full width of the sidewalk and clear all crosswalks and approaches onto city streets so as to maintain a passable sidewalk and crosswalk. Contractor will be responsible to remove snow from crosswalks and approaches after city plows have made snow removal passes during snow events.

Icy Conditions

Contractor shall treat icy conditions using appropriate and industry standard chemical applications as necessary. The ice melt product is to be applied according to manufacturer recommended application rates or as necessary to reach the desired conditions. Timeframe

Contractor will be required to complete snow removal of assigned sidewalks as to comply with **CITY ORDINANCE 18-0301.**

Obstructions

Contractor will not be responsible for snow and ice removal of areas that are obstructed and unable to be cleared. Contractor will, however, make a reasonable effort to clear between and around such obstructions. In the event that an obstruction requires additional visits to complete the snow and ice removal, additional fees may be billed which will be reviewed and paid on a case by case basis. For complete payment, time-stamped photographs may be required to prove obstructions exist.

Safety

All snow and ice management services will be conducted in a safe manner, with care given to the safety of the general public. This includes having all equipment outfitted with the proper lighting devices so as to be visible while operating.

III. Responsibility of the City

City shall oversee the execution of this agreement and disbursing of funds.

IV. Contractor's Compensation and Method of Payment

City will reimburse Contractor for services render per snow event as shown in the attached Exhibit A. All final invoices shall be submitted no later than May 1 of the contract year.

V. Termination of the Agreement

This contract may be terminable at will by either party after giving ten (10) days written notice to the other party.

VI. Assignability

This agreement will not be assigned or transferred by Contractor to another party without the prior written consent of the City.

VII. Hold Harmless and Insurance

Contractor agrees to indemnify and hold City harmless from any and all claims, demands or causes of action resulting from the provision of services as described in this contract. All insurance (Worker's Compensation, Comprehensive General Liability, and/or Automobile) shall be maintained at the expense of the contractor during the term of this contract.

VIII. Contractor Records

Contractor shall maintain accurate and updated records of all reimbursable services provided to City under the terms of this agreement, and shall record the date such services are provided. Such records shall conform to generally recognized accounting principles. The City, or their authorized representatives, shall have access to any records of Contractor pertinent to the agreement.

IX. Monitoring and Evaluation

City may monitor and evaluate Contractor progress and performance to assure that the terms of this agreement are being satisfactorily met. Contractor shall cooperate with City relating to such monitoring and evaluation.

X. Independence of Recipient

Contractor is not the agent or employee of City. Contractor is solely responsible for its acts and the acts of its agents, employees and subcontractors.

XI. Conflict of Interest

Contractor agrees that it does not have any undisclosed influence or relationship with City staff regarding the award or performance of this contract.

XII. Entire Agreement

The provisions as set forth in Items I, and all attachments of this agreement constitute the entire agreement between the parties.

IN WITNESS WHEREOF, the undersigned enter into this agreement.

Date: 5/7/26

Nicole Abrahamson
Valley Green & Associates

By: Nicole Abrahamson

Its: Office Manager

Date: _____

CITY OF FARGO, North Dakota, a North Dakota Municipal Corporation

_____
Dr. Timothy J. Mahoney, Mayor

ATTEST:

_____
Angie Bear, Deputy City Auditor

City of Fargo Sidewalk Snow Removal - Section A

	Location	Map Page #	Snow Removal $ Amount	Chemical Application $ Amount
1	4477 Riverwood Drive North	1	$7.85	$8.90
2	4525 Riverwood Drive North	1	$7.85	$8.90
3	901 41st Avenue North	2	$8.00	$9.00
4	902 41st Avenue North	2	$8.00	$9.00
5	906 41st Avenue North	2	$8.00	$9.00
6	901 42nd Avenue North	2	$8.00	$9.00
7	902 42nd Avenue North	2	$8.00	$9.00
8	906 42nd Avenue North	2	$8.00	$9.00
9	40th Ave N Bridge Sidewalk and Approach	2	$25.00	$27.50
10	3715 10th ST N	3	$7.85	$8.90
11	36th Ave N and University Dr.	4	$45.00	$50.00
12	35th Ave NE & Elm St (Loop)	5	$7.85	$8.90
13	955 32nd Ave N	6	$7.85	$8.90
14	2921 2 St N	7	$7.85	$8.90
15	2922 2 St N	7	$7.85	$8.90
16	2925 2 St N	7	$7.85	$8.90
17	2926 2 St N	7	$7.85	$8.90
18	160 N Woodcrest Dr N	8	$7.85	$8.90
19	166 N Woodcrest Dr N	8	$7.85	$8.90
20	19th Ave N, 45th St to 41st St	9	$175.00	$195.00
21	45th St. Railroad Crossing	9	$15.00	$17.00
22	19th Ave N, I29 Overpass	10	$100.00	$110.00
23	101 Woodland Dr N	11	$7.85	$8.90
24	97 Woodland Dr N	11	$7.85	$8.90
25	93 Woodland Dr N	11	$7.85	$8.90
26	89 Woodland Dr N	11	$7.85	$8.90
27	85 Woodland Dr N	11	$7.85	$8.90
28	81 Woodland Dr N	11	$7.85	$8.90
29	75 Woodland Dr N	11	$7.85	$8.90
30	69 Woodland Dr N	11	$7.85	$8.90
31	63 Woodland Dr N	11	$7.85	$8.90
32	55 Woodland Dr N	11	$7.85	$8.90
33	51 Woodland Dr N	11	$7.85	$8.90
34	45 Woodland Dr N	11	$7.85	$8.90
35	41 Woodland Dr N	11	$7.85	$8.90
36	37 Woodland Dr N	11	$7.85	$8.90
37	31 Woodland Dr N	11	$7.85	$8.90
38	25 Woodland Dr N	11	$7.85	$8.90
39	19 Woodland Dr N	11	$7.85	$8.90
40	15 Woodland Dr N	11	$7.85	$8.90
41	7 Woodland Dr N	11	$7.85	$8.90
42	1625 Elm St	11	$7.85	$8.90
43	1619 Elm St	11	$7.85	$8.90
44	1613 Elm St	11	$7.85	$8.90
45	1607 Elm St	11	$7.85	$8.90
46	1601 Elm St	11	$7.85	$8.90
47	1519 Elm St	11	$7.85	$8.90
48	1501 Elm St	11	$7.85	$8.90
49	1455 Elm St	11	$7.85	$8.90
50	1318 Elm St	12	$7.85	$8.90
51	1314 Elm St	12	$7.85	$8.90
52	1313 Elm St	12	$7.85	$8.90

53	1341 Oak St	12	$7.85	$8.90
54	1333 Oak St	12	$7.85	$8.90
55	12 N Terrace	13	$7.85	$8.90
56	16 N Terrace	13	$7.85	$8.90
57	18 N Terrace	13	$7.85	$8.90
58	24 N Terrace	13	$7.85	$8.90
59	26 N Terrace	13	$7.85	$8.90
60	40 N Terrace	13	$7.85	$8.90
61	42 N Terrace	13	$7.85	$8.90
62	44 N Terrace	13	$7.85	$8.90
63	46 N Terrace	13	$7.85	$8.90
64	60 N Terrace	13	$7.85	$8.90
65	62 N Terrace	13	$7.85	$8.90
66	64 N Terrace	13	$7.85	$8.90
67	66 N Terrace	13	$7.85	$8.90
68	68 N Terrace	13	$7.85	$8.90
69	70 N Terrace	13	$7.85	$8.90
70	139 S Terrace	13	$7.85	$8.90
71	135 S Terrace	13	$7.85	$8.90
72	129 S Terrace	13	$7.85	$8.90
73	125 S Terrace	13	$7.85	$8.90
74	99 S Terrace	13	$7.85	$8.90
75	95 S Terrace	13	$7.85	$8.90
76	93 S Terrace	13	$7.85	$8.90
77	87 S Terrace	13	$7.85	$8.90
78	8 S Terrace	13	$7.85	$8.90
79	79 S Terrace	13	$7.85	$8.90
80	63 S Terrace	13	$7.85	$8.90
81	53 S Terrace	13	$7.85	$8.90
82	49 S Terrace	13	$7.85	$8.90
83	45 S Terrace	13	$7.85	$8.90
84	41 S Terrace	13	$7.85	$8.90
85	37 S Terrace	13	$7.85	$8.90
86	33 S Terrace	13	$7.85	$8.90
87	31 S Terrace	13	$7.85	$8.90
88	27 S Terrace	13	$7.85	$8.90
89	23 S Terrace	13	$7.85	$8.90
90	17 S Terrace	13	$7.85	$8.90
91	1102 7th Ave N	14	$10.00	$12.50
92	1112 7th Ave N	14	$10.00	$12.50
93	1114 7th Ave N	14	$10.00	$12.50
94	1116 7th Ave N	14	$10.00	$12.50
95	15th St N & Dakota Drive	15	$20.00	$25.00
96	14th St N & 7th Ave	16	$30.00	$39.50
97	1600 7th Ave N (Northside of drainage ditch)	16	$15.00	$17.75
98	1603 3rd Ave N	17	$15.00	$17.75
99	34th St N & 7th Ave	18	$15.00	$17.75
100	2101,2015 6th Ave S	19	$15.00	$17.75
101	319-321 18th St S	19	$15.00	$17.75
102	9th Ave S & 21st St	20	$15.00	$17.75
103	1512 48th St S	21	$32.00	$40.00
104	1568 48th St S	21	$32.00	$40.00
105	1703 49 St S	22	$15.00	$17.75
106	1705 52 St S	22	$15.00	$17.75
107	1837 35th ST S	23	$17.50	$21.13
108	17th Ave S & 32nd ST	24	$100.00	$120.00

109	University Drive 14th Ave to 15 1/2 Ave S	25	$65.00	$79.90
110	1114 4 St S	26	$7.85	$8.90
111	1118 4 St S	26	$7.85	$8.90
112	1124 4 St S	26	$7.85	$8.90
113	1128 4 St S	26	$7.85	$8.90
114	1204 4 St S	26	$7.85	$8.90
115	1308 S. River Rd	27	$7.85	$8.90
116	1330 S. River Rd	27	$7.85	$8.90
117	1334 S. River Rd	27	$7.85	$8.90
118	1342 S. River Rd	27	$7.85	$8.90
119	1348 S. River Rd	27	$7.85	$8.90
120	1408 S. River Rd	27	$7.85	$8.90
121	1414 S. River Rd	27	$7.85	$8.90
122	1422 S. River Rd	27	$7.85	$8.90
123	1430 S. River Rd	27	$7.85	$8.90
124	1436 S. River Rd	27	$7.85	$8.90
125	1442 S. River Rd	27	$7.85	$8.90
126	1450 S. River Rd	27	$7.85	$8.90
127	1454 S. River Rd	27	$7.85	$8.90
128	2959 32nd St S	28	$7.85	$8.90
129	2922 33rd St S	28	$7.85	$8.90
130	2925 Parkview Dr S	28	$10.00	$12.50
131	2631 Parkview Dr S	28	$10.00	$12.50
132	2696 Wheatland Dr S	28	$10.00	$12.50
133	28th Ave & Parkview Ln	28	$20.00	$25.00
134	26th Ave S & 33rd St S	28	$30.00	$39.00
135	4120 30th Ave S	29	$35.00	$45.00
136	2948 41st St S.	29	$35.00	$45.00
137	705 12th St N.		$12.00	$15.00
138	1117 3rd Ave N.		$12.00	$15.00
139	2102 6th Ave S.		$67.50	$72.50
140	916 5th Ave S.		$12.00	$15.00
142	802 32nd St N.		$45.00	$50.00
143	3129 7th Ave N.		$25.00	$40.00
145	69 4th St N.		$67.50	$72.50
146	714 12th St N.		$12.00	$15.00
147	3353 Maple Valley Leaf Loop South		$10.00	$12.00
148	924 5th St S.		$10.00	$12.00
	Section A Totals		$2,064.65	$2,402.63

City of Fargo Sidewalk Snow Removal - Section B

	Location	Map Page #	Snow Removal $ Amount	Chemical Application $ Amount
1	2610 Kirsten Lane S.	30	$100.00	$105.00
2	32nd Ave S, 22nd St S to 18th St S (north side)	31	$100.00	$105.00
3	University Dr S, 32nd Ave to 34th Ave (west median)	32	$100.00	$105.00
4	801 Harwood Dr S	33	$7.85	$8.90
5	701 Harwood Dr S	33	$7.85	$8.90
6	619 Harwood Dr S	33	$7.85	$8.90
7	601 Harwood Dr S	33	$7.85	$8.90
8	517 Harwood Dr S	33	$7.85	$8.90
9	509 Harwood Dr S	33	$7.85	$8.90
10	502 Harwood Dr S	33	$7.85	$8.90
11	501 Harwood Dr S	33	$7.85	$8.90
12	437 Harwood Dr S	33	$7.85	$8.90
13	520 Hackberry Dr S	33	$7.85	$8.90
14	610 Hackberry Dr S	33	$7.85	$8.90
15	618 Hackberry Dr S	33	$7.85	$8.90
16	626 Hackberry Dr S	33	$7.85	$8.90
17	702 Hackberry Dr S	33	$7.85	$8.90
18	714 Hackberry Dr S	33	$7.85	$8.90
19	720 Hackberry Dr S	33	$7.85	$8.90
20	802 Hackberry Dr S	33	$7.85	$8.90
21	3680 River Drive S	34	$7.85	$8.90
22	3702 River Drive S	34	$7.85	$8.90
23	3714 River Drive S	34	$7.85	$8.90
24	3720 River Drive S	34	$7.85	$8.90
25	3726 River Drive S	34	$7.85	$8.90
26	3732 River Drive S	34	$7.85	$8.90
27	3738 River Drive S	34	$7.85	$8.90
28	3802 River Drive S	34	$7.85	$8.90
29	3808 River Drive S	34	$7.85	$8.90
30	3820 River Drive S	34	$7.85	$8.90
31	3830 River Drive S	34	$7.85	$8.90
32	3832 River Drive S	34	$7.85	$8.90
33	3838 River Drive S	34	$7.85	$8.90
34	3902 River Drive S	34	$7.85	$8.90
35	3914 River Drive S	34	$7.85	$8.90
36	3920 River Drive S	34	$7.85	$8.90
37	3926 River Drive S	34	$7.85	$8.90
38	University Dr S, 37th Ave to 40th Ave (west side)	34	$100.00	$118.90
39	University Dr S, 40th Ave to 43rd Ave (west side)	35	$160.00	$190.00
40	1508 41st Ave S	35	$15.00	$20.00
41	32nd St S and 37th Ave S	36	$35.00	$41.25
42	40th Ave S, 18th St to 22nd St (north side)	37	$100.00	$110.00
43	40th Ave S, Both sides (36th St to 33rd St) and north side (36th St to 25th St)	37	$300.00	$350.00
44	2130 Sterling Rose Ln S	37	$7.85	$8.90
45	3227 39 Ave S	37	$7.85	$8.90
46	3233 39 Ave S	37	$7.85	$8.90
47	3301 39 Ave S	37	$7.85	$8.90
48	3305 39 Ave S	37	$7.85	$8.90
49	3309 39 Ave S	37	$7.85	$8.90
50	3311 39 Ave S	37	$7.85	$8.90
51	3315 39 Ave S	37	$7.85	$8.90
52	3321 39 Ave S	37	$7.85	$8.90
53	3333 39 Ave S	37	$7.85	$8.90
54	3339 39 Ave S	37	$7.85	$8.90
55	3347 39 Ave S	37	$7.85	$8.90
56	3355 39 Ave S	37	$7.85	$8.90

57	3361 39 Ave S	37	$7.85	$8.90
58	3365 39 Ave S	37	$7.85	$8.90
59	3369 39 Ave S	37	$7.85	$8.90
60	3373 39 Ave S	37	$7.85	$8.90
61	3401 39 Ave S	37	$7.85	$8.90
62	3405 39 Ave S	37	$7.85	$8.90
63	3409 39 Ave S	37	$7.85	$8.90
64	3415 39 Ave S	37	$7.85	$8.90
65	3419 39 Ave S	37	$7.85	$8.90
66	3423 39 Ave S	37	$7.85	$8.90
67	3427 39 Ave S	37	$7.85	$8.90
68	4003 Copperfield Ct S	37	$7.85	$8.90
69	4009 Copperfield Ct S	37	$7.85	$8.90
70	4015 Copperfield Ct S	37	$7.85	$8.90
71	4021 Copperfield Ct S	37	$7.85	$8.90
72	4027 Copperfield Ct S	37	$7.85	$8.90
73	4033 Copperfield Ct S	37	$7.85	$8.90
74	4497 Oakcreek Dr S	38	$7.85	$8.90
75	4493 Oakcreek Dr S	38	$7.85	$8.90
76	4489 Oakcreek Dr S	38	$7.85	$8.90
77	4485 Oakcreek Dr S	38	$7.85	$8.90
78	4481 Oakcreek Dr S	38	$7.85	$8.90
79	4477 Oakcreek Dr S	38	$7.85	$8.90
80	4473 Oakcreek Dr S	38	$7.85	$8.90
81	4469 Oakcreek Dr S	38	$7.85	$8.90
82	4465 Oakcreek Dr S	38	$7.85	$8.90
83	4461 Oakcreek Dr S	38	$7.85	$8.90
84	4457 Oakcreek Dr S	38	$7.85	$8.90
85	4453 Oakcreek Dr S	38	$7.85	$8.90
86	4449 Oakcreek Dr S	38	$7.85	$8.90
87	25th St S, Rose Creek Pkwy S to Carrie Rose Ln (do both sides on bridge)	38	$95.00	$105.00
88	4733 Douglas Dr S	38	$7.85	$8.90
89	4741 Douglas Dr S	38	$7.85	$8.90
90	4749 Douglas Dr S	38	$7.85	$8.90
91	36th St S, 38th Ave to 39th Ave (east side)	39	$50.00	$60.00
92	40th Ave S, 36th St to 40th St.	39	$300.00	$330.00
93	3949 40th Ave S	39	$25.00	$27.00
94	37th Ave S at Dorothea Ct	40	$31.00	$37.00
95	44th Ave S, 45th ST to 53rd Ave	41	$145.00	$160.00
96	4497 53rd ST S	42	$23.00	$28.00
97	4500 53rd ST S	42	$23.00	$28.00
98	4610 53rd ST S	42	$23.00	$28.00
99	4551 47th ST S	43	$23.00	$27.50
100	4570 47th ST S	43	$23.00	$27.50
101	4688 47th ST S	43	$23.00	$27.50
102	4691 47th ST S	43	$23.00	$27.50
103	42nd St S , 47th to 49th Ave S	44	$35.00	$37.00
104	4871 41st St S	44	$37.00	$39.00
105	4992 41st St S	44	$30.00	$32.00
106	3590 47 Ave S	45	$15.00	$17.00
107	3591 47 Ave S	45	$15.00	$17.00
108	52nd Ave S, both sides (20th St S to University Dr) north side (25th St S to 20th St S)	46	$290.00	$300.00
109	5209 20th St S	46	$12.50	$15.00
110	1702 52nd Ave S	46	$7.85	$8.90
111	58th Ave S at University Dr	47	$37.50	$41.00
112	7005 University Dr S	48	$7.85	$8.90

113	64th Ave S,21st St S to University Dr S	49	$165.00	$175.00
114	25th St S, 58th Ave S to 64th Ave S	50	$200.00	$220.00
115	64th Ave S, 28th St to 33rd St	51	$200.00	$220.00
116	25th St S, 67th Ave S to 70th Ave S	52	$185.00	$195.00
	Section B Totals		$3,682.70	$4,095.95

THE CITY OF Fargo FAR MORE
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

May 11, 2026

The Honorable Board of City Commissioners
225 4th Street N.
City of Fargo
Fargo, ND 58102

RE: Authorization to Extend the 2022/2023 Sidewalk Snow and Ice Removal Services for Code Enforcement Contracts with Turf Tamers LLC. and Valley Green & Associates for the 2026/2027 snow season (RFP22129).

Commissioners:

On August 4, 2022, a total of five (5) proposals were received for the Request for Proposals for Sidewalk Snow and Ice Removal Services, Code Enforcement (RFP22129). The contracted service assists Public Works with snow and ice removal from sidewalks that are out of compliance with City Ordinance 18-0301 "Failure to Remove Snow/Ice from Sidewalk". See the attached bid tabulation. Based on the stated criteria and staff review, Turf Tamers LLC. and Valley Green & Associates were awarded the Sidewalk Snow and Ice Removal Services for Code Enforcement Contract for the 2022/2023 snow season. As part of the 2022/2023 RFP, language was included that allows for two (2), 1-year extensions after the initial 3-year contract under the original terms of the RFP.

Public Works staff has visited with both 2022/2023 approved contract holders Turf Tamers LLC. and Valley Green & Associates, and at this time, we are requesting authorization to extend the contracts for the 2026/2027 snow season under the terms of the initial 2022 RFP (RFP22129).

RECOMMENDED MOTION: I/we hereby move based on the request for proposal (RFP22129), to extend the initial 2022/2023 award contracts for Sidewalk Snow and Ice Removal Services for Code Enforcement with Turf Tamers LLC. and Valley Green & Associates for the 2026/2027 snow season under the terms and conditions of the initial 2022 RFP (RFP22129).

Respectfully submitted,

Corey Houim

Corey Houim
Services Manager
Fargo Public Works

Bid Tabulation for Sidewalk Snow and Ice Removal Services
Code Enforcement
City of Fargo RFP 22129
Bids Received August 4th, 2022

Equipment	Turf Tamers	JT Lawn	Valley Green	All Terrain	Funks Lawn Care
Skid Steer w/ Bucket	$120.00	$125.00	$110.00	$110.00	-
Skid Steer w/ Snow Blower	$140.00	$125.00	$110.00	$110.00	-
Toolcat w/ Bucket	$120.00	-	$95.00	$110.00	$115.00
Toolcat w/ Snow Blower	$140.00	-	$95.00	$110.00	$115.00
Walk Behind Snow Blower	$85.00	$95.00	$75.00	$110.00	$80.00
Laborer	$80.00	$85.00	$75.00	$110.00	$67.00
3039 Tractor w/ 52" Blower	$100.00				
Ventrac Tractor w/ Blower	$100.00				
Holder C70 Blower/Bucket	$175.00				
Ice Melt per pound	$0.40	$0.50	$0.65	$1.00	$0.90
Inspection Fee	$40.00	$75.00	$95.00	$100.00	$25.00

SERVICES AGREEMENT
SIDEWALK SNOW AND ICE REMOVAL SERVICES
CODE ENFORCEMENT

I. Agreement

This agreement is between the City of Fargo (City) and Turf Tamers LLC. (Contractor) to provide "code enforcement" sidewalk snow and ice removal services for the City. This agreement shall commence upon signing by both parties and expire on April 15, 2027.

II. Scope of Services

The contractor will perform the sidewalk snow and ice removal services on properties that have been found to be non-compliant with City Ordinance 18-0301 "Failure to Remove Snow/Ice from Sidewalk".

Location of Sidewalks

Contractor will be assigned sidewalks that have been found to be non-compliant. The non-compliant sidewalks will be assigned to the contractor following inspection by Street Department staff.

Sidewalk Inspection

Contractor will perform inspection prior to removal of snow. If it is found that sidewalk is within compliance contractor will be compensated for time based on negotiated fee outlined in Exhibit A.

Removal of Snowfall

Contractor will remove all snowfall accumulation from assigned sidewalks. Contractor will use whatever method it determines, in its sole and absolute discretion, to be the most appropriate method to clear any snow accumulation. Contractor will be required to clear the sidewalk of snow and ice to the full width of the sidewalk and clear all crosswalks and approaches onto city streets so as to maintain a passable sidewalk and crosswalk.

Icy Conditions

If requested by city staff, contractors will treat icy conditions on assigned privately owned sidewalks using appropriate and industry standard chemical applications. The contractor shall submit ice melt product specifications sheets. The ice melt product is to be applied according to manufacturer recommended application rates or as necessary to reach the desired conditions.

Timeframe

Contractor will be required to complete the snow and ice removal services of assigned sidewalks within 24 hours of notification from Street Department staff. During extreme

MAS 5/5/26

conditions, the completion deadline may be extended but the contractor must start work within 24 hours of notification. In no event will the sidewalk condition exist beyond 72 hours.

Photographs

Contractor will be required to submit ***before and after***, time and date stamped photographs of all cleaned sidewalks assigned to contractor. Photographs should include clear views of all sections of the sidewalk cleaned; as well as a clear view of the house number on the residence parallel to and adjacent to the cleaned sidewalk. Photographs will be submitted with contractor's bill to the city and will be used to verify snow and ice services performed. Incomplete or inaccurate photographs may result in loss of payment for the service.

Obstructions

Contractor will not be responsible for snow and ice removal of areas that are obstructed and unable to be cleared. Contractor will, however, make a reasonable effort to clear between and around such obstructions. In the event that an obstruction requires additional visits to complete the snow and ice removal, additional fees may be billed which will be reviewed and paid on a case by case basis. For complete payment, time-stamped photographs may be required to prove obstructions exist.

Safety

All snow and ice management services will be conducted in a safe manner, with care given to the safety of the general public. This includes having all equipment outfitted with the proper lighting devices so as to be visible while operating.

Property Damage

Contractor will be notified in writing by the Director of Public Works of any property damage that occurs as a result of snow and ice removal services. Notification will be within 48 hours of Director of Public Works becoming aware of such property damage. Property damage includes but is not limited to damage to homeowner turf, sprinkler systems, fences, etc. as a result of snow and ice removal services. Contractor will be solely and wholly financially liable for any damaged property, as a result of negligence on the part of the contractor. The contractor will repair, to the satisfaction of the Public Works Department, any damaged property in a timely manner in the spring season after the terms of this contract.

III. Responsibility of the City

City shall oversee the execution of this agreement and disbursing of funds.

IV. Contractor's Compensation and Method of Payment

City will reimburse Contractor for services render per sidewalk as shown in the attached Exhibit A. All final invoices shall be submitted no later than May 1 of the contract year.

V. Termination of the Agreement

This contract may be terminable at will by either party after giving ten (10) days written notice to the other party.

MAS 5/5/26

VI. Assignability

This agreement will not be assigned or transferred by Contractor to another party without the prior written consent of the City.

VII. Hold Harmless and Insurance

Contractor agrees to indemnify and hold City harmless from any and all claims, demands or causes of action resulting from the provision of services as described in this contract. All insurance (Worker's Compensation, Comprehensive General Liability, and/or Automobile) shall be maintained at the expense of the contractor during the term of this contract.

VIII. Contractor Records

Contractor shall maintain accurate and updated records of all reimbursable services provided to City under the terms of this agreement, and shall record the date such services are provided. Such records shall conform to generally recognized accounting principles. The City, or their authorized representatives, shall have access to any records of Contractor pertinent to the agreement.

IX. Monitoring and Evaluation

City may monitor and evaluate Contractor progress and performance to assure that the terms of this agreement are being satisfactorily met. Contractor shall cooperate with City relating to such monitoring and evaluation.

X. Independence of Recipient

Contractor is not the agent or employee of City. Contractor is solely responsible for its acts and the acts of its agents, employees and subcontractors.

XI. Conflict of Interest

Contractor agrees that it does not have any undisclosed influence or relationship with City staff regarding the award or performance of this contract.

XII. Entire Agreement

The provisions as set forth in Items I, and all attachments of this agreement constitute the entire agreement between the parties.

MAS 5/5/26

IN WITNESS WHEREOF, the undersigned enter into this agreement.

Date: 5/5/26

Turf Tamers LLC

By: _____

Its: Mike Sucksan President

Date: _____

CITY OF FARGO, North Dakota, a North Dakota Municipal Corporation

_____

Dr. Timothy J. Mahoney, Mayor

ATTEST:

_____

Angie Bear, Deputy City Auditor

BID SHEET

All sidewalks will be four and a half feet (4 ½') in width and will need to be bid accordingly.

Snow Removal Equipment Cost

Hourly Service	Fee Per Hour
Skid Steer Front Loader with Bucket and Operator	$ 120.00/hr
Skid Steer Front Loader with Snow Blower and Operator	$ 140.00/hr
Toolcat Utility Machine with Bucket and Operator	$ 120.00/hr
Toolcat Utility Machine with Snow Blower and Operator	$ 140.00/hr
Walk Behind Snow Blower and Operator	$ 85.00/hr
Laborer	$ 80.00/hr

Please See attached Sheet with More equipment.

Ice Removal Product Cost *(price should include product and cost to apply)*
(Attached Product Specification Sheet)

Product	Fee Per Pound/Gallon
Sidewalk Ice Melt	$ .40

Sidewalk Inspection Fee *(If the sidewalk is found within compliance and no work is required.)*

Service	Fee per Occurrence
Inspection Fee	$ 40.00/hr

MAS 5/5/26

Turf Tamers LLC.

PO Box 9435
Fargo ND 58106

Phone # 701-356-2990 turftamersfargo@gmail.com

Date	Estimate #
8/1/2022	8278

Name / Address
City Of Fargo 200 North Third Street Fargo, ND 58102

P.O. No	Terms	Project
	Due on receipt	

Turftamersfargo.com

Description	Qty	U/M	Rate	Total
Snow removal with skid steer with blade or snow removal bucket. Includes labor and machine.	1		120.00	120.00
Use of a Skid Steer with a hydraulic high flow snowblower. Includes labor and machine.	1	hr	140.00	140.00
Per hour use of 3039 Tractor with blower/ broom. 52" wide Includes labor and machine.	1		100.00	100.00
Holder C 70 65 HP sidewalk machine with snowblower, or blade. Includes labor and machine.	1		175.00	175.00
Snow removal with Ventrac tractor's with a broom or blower. Includes labor and machine.	1		100.00	100.00
Snow removal with walk behind blowers. Includes labor and machine.	1		85.00	85.00
Snow removal laborer.			80.00	80.00
Ice Slicer granular ice melt with pre-wet chloride. The application rate of this product is much lower then sand salt mixture, as well as the effective temperature range. Good to -20 Degrees.	1	lb	0.40	0.40
Price per pound applied via machine applicator, or walk behind spreader. Includes product, labor, and machine.				
Snow Removal inspection fee. Pricing to travel to the location and supply pictures of the site.	1		40.00	40.00
Snow removal with Tool Cat or Skid steer with large 72" two stage snow blower. Includes labor and machine.	1		140.00	140.00
		Total		MAS 5/5/26

SERVICES AGREEMENT
SIDEWALK SNOW AND ICE REMOVAL SERVICES
CODE ENFORCEMENT

I. Agreement

This agreement is between the City of Fargo (City) and Valley Green & Associates (Contractor) to provide "code enforcement" sidewalk snow and ice removal services for the City. This agreement shall commence upon signing by both parties and expire on April 15, 2027.

II. Scope of Services

The contractor will perform the sidewalk snow and ice removal services on properties that have been found to be non-compliant with City Ordinance 18-0301 "Failure to Remove Snow/Ice from Sidewalk".

Location of Sidewalks

Contractor will be assigned sidewalks that have been found to be non-compliant. The non-compliant sidewalks will be assigned to the contractor following inspection by Street Department staff.

Sidewalk Inspection

Contractor will perform inspection prior to removal of snow. If it is found that sidewalk is within compliance contractor will be compensated for time based on negotiated fee outlined in Exhibit A.

Removal of Snowfall

Contractor will remove all snowfall accumulation from assigned sidewalks. Contractor will use whatever method it determines, in its sole and absolute discretion, to be the most appropriate method to clear any snow accumulation. Contractor will be required to clear the sidewalk of snow and ice to the full width of the sidewalk and clear all crosswalks and approaches onto city streets so as to maintain a passable sidewalk and crosswalk.

Icy Conditions

If requested by city staff, contractors will treat icy conditions on assigned privately owned sidewalks using appropriate and industry standard chemical applications. The contractor shall submit ice melt product specifications sheets. The ice melt product is to be applied according to manufacturer recommended application rates or as necessary to reach the desired conditions.

Timeframe

Contractor will be required to complete the snow and ice removal services of assigned sidewalks within 24 hours of notification from Street Department staff. During extreme conditions, the completion deadline may be extended but the contractor must start work within 24 hours of notification. In no event will the sidewalk condition exist beyond 72 hours.

Photographs

Contractor will be required to submit ***before and after***, time and date stamped photographs of all cleaned sidewalks assigned to contractor. Photographs should include clear views of all sections of the sidewalk cleaned; as well as a clear view of the house number on the residence parallel to and adjacent to the cleaned sidewalk. Photographs will be submitted with contractor's bill to the city and will be used to verify snow and ice services performed. Incomplete or inaccurate photographs may result in loss of payment for the service.

Obstructions

Contractor will not be responsible for snow and ice removal of areas that are obstructed and unable to be cleared. Contractor will, however, make a reasonable effort to clear between and around such obstructions. In the event that an obstruction requires additional visits to complete the snow and ice removal, additional fees may be billed which will be reviewed and paid on a case by case basis. For complete payment, time-stamped photographs may be required to prove obstructions exist.

Safety

All snow and ice management services will be conducted in a safe manner, with care given to the safety of the general public. This includes having all equipment outfitted with the proper lighting devices so as to be visible while operating.

Property Damage

Contractor will be notified in writing by the Director of Public Works of any property damage that occurs as a result of snow and ice removal services. Notification will be within 48 hours of Director of Public Works becoming aware of such property damage. Property damage includes but is not limited to damage to homeowner turf, sprinkler systems, fences, etc. as a result of snow and ice removal services. Contractor will be solely and wholly financially liable for any damaged property, as a result of negligence on the part of the contractor. The contractor will repair, to the satisfaction of the Public Works Department, any damaged property in a timely manner in the spring season after the terms of this contract.

III. Responsibility of the City

City shall oversee the execution of this agreement and disbursing of funds.

IV. Contractor's Compensation and Method of Payment

City will reimburse Contractor for services render per sidewalk as shown in the attached Exhibit A. All final invoices shall be submitted no later than May 1 of the contract year.

V. Termination of the Agreement

This contract may be terminable at will by either party after giving ten (10) days written notice to the other party.

VI. Assignability

This agreement will not be assigned or transferred by Contractor to another party without the prior written consent of the City.

VII. Hold Harmless and Insurance

Contractor agrees to indemnify and hold City harmless from any and all claims, demands or causes of action resulting from the provision of services as described in this contract. All insurance (Worker's Compensation, Comprehensive General Liability, and/or Automobile) shall be maintained at the expense of the contractor during the term of this contract.

VIII. Contractor Records

Contractor shall maintain accurate and updated records of all reimbursable services provided to City under the terms of this agreement, and shall record the date such services are provided. Such records shall conform to generally recognized accounting principles. The City, or their authorized representatives, shall have access to any records of Contractor pertinent to the agreement.

IX. Monitoring and Evaluation

City may monitor and evaluate Contractor progress and performance to assure that the terms of this agreement are being satisfactorily met. Contractor shall cooperate with City relating to such monitoring and evaluation.

X. Independence of Recipient

Contractor is not the agent or employee of City. Contractor is solely responsible for its acts and the acts of its agents, employees and subcontractors.

XI. Conflict of Interest

Contractor agrees that it does not have any undisclosed influence or relationship with City staff regarding the award or performance of this contract.

XII. Entire Agreement

The provisions as set forth in Items I, and all attachments of this agreement constitute the entire agreement between the parties.

IN WITNESS WHEREOF, the undersigned enter into this agreement.

Date: 5/7/2026

Nicole Abrahamson

Valley Green & Associates

By: Nicole Abrahamson

Its: Office Manager

Date: _____

CITY OF FARGO, North Dakota, a North Dakota Municipal Corporation

_____

Dr. Timothy J. Mahoney, Mayor

ATTEST:

_____

Angie Bear, Deputy City Auditor

BID SHEET

All sidewalks will be four and a half feet (4 ½') in width and will need to be bid accordingly.

Snow Removal Equipment Cost

Hourly Service	Fee Per Hour
Skid Steer Front Loader with Bucket and Operator	$ 110
Skid Steer Front Loader with Snow Blower and Operator	$ 110
Toolcat Utility Machine with Bucket and Operator	$ 95
Toolcat Utility Machine with Snow Blower and Operator	$ 95
Walk Behind Snow Blower and Operator	$ 75
Laborer	$ 75

Ice Removal Product Cost *(price should include product and cost to apply)*
(Attached Product Specification Sheet)

Product	Fee Per Pound/Gallon
Sidewalk Ice Melt	$ 65¢ / lb

Sidewalk Inspection Fee *(If the sidewalk is found within compliance and no work is required.)*

Service	Fee per Occurrence
Inspection Fee	$ 95

THE CITY OF Fargo
FAR MORE

Water Treatment Plant
435 14th Avenue South
Fargo, ND 58103
Office: 701.241.1469 | Fax: 701.241.8110
www.FargoND.gov

May 21, 2026

Honorable Board of City Commissioners
City of Fargo
225 4th Street North
Fargo, ND 58102

Subject: Bid Award – Project WA2512 – Water Service Line Replacement (Bid 2026-09)

Dear Commissioners:

I am recommending Bid Award for Project WA2512 to Precision Dirtworks, LLC to complete approximately 51 water service line replacements. The bid cost is $556,065.00. This is a bid award recommendation for our Lead Service Line Replacement (LSLR) program, beginning this summer. Attached is an award recommendation letter from Houston Engineering, a spreadsheet with bid results, and the Notice of Award. We had three (3) bids opened for this project.

Through the North Dakota Drinking Water State Revolving Fund (DWSRF), the City of Fargo will receive 66.5% grant funding for this construction. The remaining 33.5% will be paid through a DWSRF loan with 0.5% interest. Principal and Interest payments may begin in about 2030. LSLR is on the Water Utility Capital Improvement Plan (CIP) and in the Water Utility Financial Model.

Your consideration is greatly appreciated in this matter.

Sincerely,

Troy B. Hall
Water Utility Director

RECOMMENDED MOTION: Approve Bid Award for Project WA2512 to Precision Dirtworks, LLC to complete water service line replacement in the amount of $556,065.00.

HOUSTON engineering, inc.

Fargo Office | P | 701.237.5065
1401 21st Avenue North
Fargo, ND 58102

NOTICE OF AWARD
WATER SERVICE REPLACEMENT PROJECT 2026-09
FARGO, ND

May 20th, 2026

Troy Hall
Water Utility Director
City of Fargo Water Treatment Plant

Subject: Water Service Replacement Project 2026-09 Notice of Award

Dear Troy:

Regarding the bids opened on 5/20/2026 for the project known as Water Service Replacement Project 2026-09, please see the attached bid tabulation. The low aggregate bidder was Precision Dirtworks, LLC.

The bidder provided the necessary bid attachments, including:

1. Required Bid Security.
2. Contractor's License.
3. MBE/WBE Subcontractor Solicitation Information Form.
4. Certification Regarding Debarment, Suspension, and Other Responsibilities Form.
5. Acknowledgement of Addenda (Downloaded on Quest CDN).

Therefore, it is the Engineer's recommendation to award the Project as shown in the attached Notice of Award. Upon the Commission's approval of the Notice of Award, it will be provided to the Contractor with instructions to complete the attached Agreement. Once the Contractor completes the required documentation submittals and returns the signed Agreement, the Engineer will share the Agreement with the City for final acceptance and signature.

Please let me know if you have any questions.

Sincerely,
HOUSTON ENGINEERING, INC.

Dan Korf, PE, CFM
Direct: 701.499.9455
dkorf@houstoneng.com

Water Service Replacement Project 2026-09 (#10065056)
Owner: Fargo ND, City of
Solicitor: Houston Engineering Inc. - Fargo
05/20/2026 11:30 AM CDT

Section Title	Line Item	Item Code	Item Description	UofM	Quantity	PRECISION PLUMBING HEATING AND DIRTWORKS Unit Price	Extension	Johnson & Schock Excavating Unit Price	Extension	Capital Exteriors Unit Price	Extension
Base Bid Items							$507,365.00		$610,722.00		$756,890.38
	1	SPECIAL	Site Mobilization	EA	51	$1,450.00	$73,950.00	$600.00	$30,600.00	$414.89	$21,159.39
	2	SPECIAL	Public Water Service, Bored or Pulled, 1" Dia Water Service	LF	79	$80.00	$6,320.00	$170.00	$13,430.00	$288.94	$22,826.26
	3	SPECIAL	Private Water Service, Bored or Pulled, 1" Dia Water Service	LF	2016	$80.00	$161,280.00	$170.00	$342,720.00	$222.26	$448,076.16
	4	1400-PN5X-D0010	Public Water Service, F&I Pipe 1" Dia Water Service	LF	20	$80.00	$1,600.00	$1.00	$20.00	$288.27	$5,765.40
	5	1400-PN5X-D0010	Private Water Service, F&I Pipe 1" Dia Water Service	LF	202	$105.00	$21,210.00	$1.00	$202.00	$222.26	$44,896.52
	6	1400-RW20-D0010	Rem & Repl CS & Box 1" Dia	EA	3	$3,100.00	$9,300.00	$3,500.00	$10,500.00	$2,296.71	$6,890.13
	7	1400-SH20-0000	Connect Water Service	EA	2	$7,000.00	$14,000.00	$4,000.00	$8,000.00	$936.14	$1,872.28
	8	1400-SY20-0000	Eliminate Water Service	EA	1	$5,500.00	$5,500.00	$4,000.00	$4,000.00	$1,185.40	$1,185.40
	9	SPECIAL	Connect Water Service to Meter	EA	51	$100.00	$5,100.00	$2,000.00	$102,000.00	$963.14	$49,120.14
	10	SPECIAL	Site Restoration	SY	510	$59.50	$30,345.00	$87.00	$44,370.00	$125.95	$64,234.50
	11	4100-0010-XT001	Traffic Control	LS	1	$1,500.00	$1,500.00	$2,000.00	$2,000.00	$5,557.84	$5,557.84
	12	2100-RW50-00000	Rem & Repl Curb & Gutter	LF	24	$500.00	$12,000.00	$110.00	$2,640.00	$134.70	$3,232.80
	13	2300-AW7C-K0040	Rem & Repl Pavement 7" Thick Reinf Conc	SY	32	$1,000.00	$32,000.00	$120.00	$3,840.00	$303.76	$9,720.32
	14	2300-AW7C-K0040	Rem & Repl Sidewalk 4" Thick Reinf Conc	SY	90	$500.00	$45,000.00	$110.00	$9,900.00	$170.40	$15,336.00
	15	2300-DW7C-K0060	Rem & Repl Driveway 6" Thick Reinf Conc	SY	100	$750.00	$75,000.00	$110.00	$11,000.00	$207.44	$20,744.00
	16	SPECIAL	Sanitary Sewer Service Televising	EA	102	$130.00	$13,260.00	$250.00	$25,500.00	$355.62	$36,273.24
Contigency Bid Items							$48,700.00		$50,050.00		$63,137.62
	17	SPECIAL	Water Meter Relocation	LF	255	$40.00	$10,200.00	$50.00	$12,750.00	$33.45	$8,529.75
	18	SPECIAL	Primary Electrical Grounding Systems Installation	EA	13	$1,000.00	$13,000.00	$950.00	$12,350.00	$1,820.58	$23,667.54
	19	SPECIAL	Reconnection of Water Service Electrical Jumper Cable	EA	38	$500.00	$19,000.00	$400.00	$15,200.00	$507.71	$19,292.98
	20	SPECIAL	Sewer Service Repair	EA	13	$500.00	$6,500.00	$750.00	$9,750.00	$895.95	$11,647.35
Base Bid Total:							$556,065.00		$660,772.00		$820,028.00

NOTICE OF AWARD

Date of Issuance:			
Owner:	City of Fargo, ND	Owner's Project No.:	WA2512
Engineer:	Houston Engineering, Inc.	Engineer's Project No.:	6059-0211
Project:	**Water Service Replacement Project 2026-09**		
Bidder:	Precision Dirtworks, LLC		
Bidder's Address:	1935 4th Ave NW West Fargo, ND 58078		

You are notified that the Owner has accepted your Bid dated **[May 20, 2026]** for the above Contract, and that you are the Successful Bidder and are awarded a Contract for:

WATER SERVICE REPLACEMENT PROJECT 2026-09

The Contract Price of the awarded Contract is $**[556,065.00]**. Contract Price is subject to adjustment based on the provisions of the Contract, including but not limited to those governing changes, Unit Price Work, and Work performed on a cost-plus-fee basis, as applicable.

Three unexecuted counterparts of the Agreement accompany this Notice of Award, and one copy of the Contract Documents accompanies this Notice of Award, or has been transmitted or made available to Bidder electronically.

☒ Drawings will be delivered separately from the other Contract Documents.

You must comply with the following conditions precedent within 15 days of the date of receipt of this Notice of Award:

1. Deliver to Owner **three** counterparts of the Agreement, signed by Bidder (as Contractor).
2. Deliver with the signed Agreement(s) the Contract security (such as required performance and payment bonds) and insurance documentation, as specified in the Instructions to Bidders and in the General Conditions, Articles 2 and 6.

Failure to comply with these conditions within the time specified will entitle Owner to consider you in default, annul this Notice of Award, and declare your Bid security forfeited.

Within 10 days after you comply with the above conditions, Owner will return to you one fully signed counterpart of the Agreement, together with any additional copies of the Contract Documents as indicated in Paragraph 2.02 of the General Conditions.

Owner: City of Fargo, ND

By *(signature)*: _____

Name *(printed)*: _____

Title: _____

Copy: Engineer

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NOTICE TO COMPETITORS OF HEARING
ON APPLICATION FOR PROPERTY AND/OR INCOME TAX EXEMPTION

Notice is hereby given that the Board of City Commissioners of the City of Fargo, North Dakota, will meet at 5:05 o'clock p.m. on Tuesday, May 26, 2026, in the City Commission Room, City Hall, Fargo North Dakota, to consider the application from Fargo HRA Low Income Housing for exemption from property and/or income tax of the project which the applicant will use as a 65 Unit low income multi-family residential apartment building, consisting of 1, 2, and 3 bedrooms. Building will be 100% HUD vouchered for 0 to 50% area Median Income This project will be located at 1711 25 Avenue South.

Any competitor of that applicant may appear and be heard by the Board of City Commissioners at the time and place designated herein.

This notice is given by the above named applicant pursuant to the provisions of North Dakota Century Code Section 40-57.1-03.

City Auditor's Office

Application For Property Tax Incentives For New or Expanding Businesses

N.D.C.C. Chapter 40-57.1

Project Operator's Application To Fargo
City or County

File with the City Auditor for a project located within a city; County Auditor for locations outside of city limits.

A representative of each affected school district and township is included as a non-voting member in the negotiations and deliberation of this application.

This application is a public record

Identification Of Project Operator

1. Name of project operator of new or expanding business: Fargo HRA Low Income Housing
2. Address of project: 1711 25th Avenue South
   City: Fargo County: Cass
3. Mailing address of project operator: 325 Broadway
   City: Fargo State: ND Zip: 58102
4. Type of ownership of project
   - ☑ Partnership
   - ☐ Subchapter S corporation
   - ☐ Individual proprietorship
   - ☐ Corporation
   - ☐ Cooperative
   - ☑ Limited liability company
5. Federal Identification No. or Social Security No.:
6. North Dakota Sales and Use Tax Permit No.:
7. If a corporation, specify the state and date of incorporation:
8. Name and title of individual to contact: Chris Brungardt, CEO Fargo Housing and Redevelopment Authority
   Mailing address: 325 Broadway
   City, State, Zip: Fargo ND 58102 Phone No.: 701.715.4171

Project Operator's Application For Tax Incentives

9. Indicate the tax incentives applied for and terms. Be specific.

☐ **Property Tax Exemption**	☑ **Payments In Lieu of Taxes**
_____ Number of years	2028 Beginning year 2044 Ending year
_____ Percent of exemption	_____ Amount of annual payments (attach schedule if payments will vary)

10. Which of the following would better describe the project for which this application is being made:
    - ☑ New business project
    - ☐ Expansion of a existing business project

4/22
4/29

Description of Project Property

11. Legal description of project real property
Lot: 7 Block: 7 WENTZ LOT 7 BLK 7 LESS ST R/2 AND ALL LOT 8

12. Will the project property be owned or leased by the project operator? ☑ Owned ☐ Leased

If the answer to 12 is leased, will the benefit of any incentive granted accrue to the project operator?
☐ Yes ☐ No

If the property will be leased, attach a copy of the lease or other agreement establishing the project operator's benefits.

13. Will the project be located in a new structure or an existing facility? ☑ New construction ☐ Existing facility

If existing facility, when was it constructed? _____

If new construction, complete the following:

a. Estimated date of commencement of construction of the project covered by this application July 2026

b. Description of project to be constructed including size, type and quality of construction

65 Unit Low Income Multi-Family residential apartment building, consisting of 1,2 and 3 bedrooms. Building will be 100% HUD vouchered for 0 to 50% Area Median Income.

c. Projected number of construction employees during the project construction 150 to 200

14. Approximate date of commencement of this project's operations October 2027

15. Estimated market value of the property used for this project:

a. Land ..... $ 600,000

b. Existing buildings and structures for which an exemption is claimed ..... $ 0

c. Newly constructed buildings and structures when completed ..... $ 8,000,000

d. Total ..... $ 8,600,000

e. Machinery and equipment ..... $ _____

16. Estimate taxable valuation of the property eligible for exemption by multiplying the market values by 5 percent:

a. Land (not eligible) .....

b. Eligible existing buildings and structures ..... $ 0

c. Newly constructed buildings and structures when completed ..... $ 400,000

d. Total taxable valuation of property eligible for exemption (Add lines b and c) ..... $ 400,000

e. Enter the consolidated mill rate for the appropriate taxing district 298.43

f. Annual amount of the tax exemption (Line d multiplied by line e) ..... $ 119,372.00

Description of Project Business

Note: "project" means a newly established business or the expansion portion of an existing business. Do not include any established part of an existing business.

17. Type of business to be engaged in: ☐ Ag processing ☐ Manufacturing ☐ Retailing ☐ Wholesaling ☐ Warehousing ☑ Services

18. Describe in detail the activities to be engaged in by the project operator, including a description of any products to be manufactured, produced, assembled or stored (attach additional sheets if necessary).

Affordable rental property serving low income households. The building will have FHRA's Project Based Vouchers attached which will allow for deep housing subsidies for income as low as $0. This is a partnership between Blueline Development and the Fargo Housing Authority. After 15-17 years, the Fargo Housing Authority will be the sole owner.

19. Indicate the type of machinery and equipment that will be installed

The building will have typical apurtances associated with newly constructed apartment buildings ~~including an elevator. Further, the building will be constructed to green community standards, have a~~ miniumum 20% univeral design and ADA units.

20. For the project only, indicate the projected annual revenue, expense, and net income (before tax) from either the new business or the expansion itself for each year of the requested exemption.

Year *(12 mo. periods)*	New/Expansion Project only Year 1	New/Expansion Project only Year 2	New/Expansion Project only Year 3	New/Expansion Project only Year 4	New/Expansion Project only Year 5
Annual revenue	891000	908881	927059	945600	964511
Annual expense	810916	822874	835190	847876	860942
Net income	80144	86007	91869	97724	103569

21. Projected number and salary of persons to be employed by the project for the first five years:

Current positions & positions added the initial year of project

# Current Positions		New Positions Under $13.00	New Positions $13.01-$15.00	New Positions $15.01-$20.00	New Positions $20.01-$28.00	New Positions $28.01-$35.00	New Positions Over $35.00

Year		(Before project)	Year 1	Year 2	Year 3	Year 4	Year 5
No. of Employees	(1)		1	1	1	1	1
	(2)		2	2	2	2	2
Estimated payroll	(1)		128000	132000	135000	140000	144000
	(2)						

(1) - full time
(2) - part time

Previous Business Activity

22. Is the project operator succeeding someone else in this or a similar business? ☑ Yes ☐ No

23. Has the project operator conducted this business at this or any other location either in or outside of the state?

☑ Yes ☐ No

24. Has the project operator or any officers of the project received any prior property tax incentives? ☑ Yes ☐ No

If the answer to 22, 23, or 24 is yes, give details including locations, dates, and name of former business (attach additional sheets if necessary).

FHRA has received PILOTs for other affordable housing projects such as the 96 unit New Horizons, 84 unit Elliott Place and 110 unit Lashkowitz.

Business Competition

25. Is any similar business being conducted by other operators in the municipality? ☑ Yes ☐ No

If YES, give name and location of competing business or businesses

YWCA, Beyond Shelter, Jeremiah Program

Percentage of Gross Revenue Received Where Underlying Business Has ANY Local Competition %

Property Tax Liability Disclosure Statement

26. Does the project operator own real property in North Dakota which has delinquent property tax levied against it? ☐ Yes ☑ No

27. Does the project operator own a greater than 50% interest in a business that has delinquent property tax levied against any of its North Dakota real property? ☐ Yes ☑ No

If the answer to 26 or 27 is Yes, list and explain

Use Only When Reapplying

28. The project operator is reapplying for property tax incentives for the following reason(s):

☐ To present additional facts or circumstances which were not presented at the time of the original application

☐ To request continuation of the present property tax incentives because the project has:

- ☐ moved to a new location
- ☐ had a change in project operation or additional capital investment of more than twenty percent
- ☐ had a change in project operators

☐ To request an additional annual exemption for the year of _____ on structures owned by a governmental entity and leased to the project operator. (See N.D.C.C. § 40-57.1-04.1)

Notice to Competitors of Hearing

Prior to the hearing, the applicant must present to the governing body of the county or city a copy of the affidavit of publication giving notice to competitors unless the municipality has otherwise determined there are no competitors.

I, Chris Brungardt, do hereby certify that the answers to the above questions and all of the information contained in this application, including attachments hereto, are true and correct to the best of my knowledge and belief and that no relevant fact pertaining to the ownership or operation of the project has been omitted.

Signature	Title	Date
Chris Brungardt	CEO, Fargo Housing/Redevelopment	4/13/2026

Economic Development Incentive Committee
Fargo City Hall
225 4th Street North
Fargo, ND 58102

May 20, 2026

Board of City Commissioners
City Hall
Fargo, ND 58102

RE: Fargo HRA Low Income Housing

Dear Commissioners:

Attached is the application made by Fargo HRA Low Income Housing for a payment in lieu of tax (PILOT) according to N.D.C.C. Chapter 40-57.1. The application is for a 17-year exemption of the improvement value of a low-income housing project located at 1711 25th Ave S.

Notices to competitors have been published. The Economic Development Incentive Committee (EDIC) has met to consider this application. No competitors appeared at the EDIC meeting. This project meets our current policy. The project will continue to pay the full land taxes annually.

The recommendation of the EDIC is to approve the proposed PILOT for this project.

SUGGESTED MOTION:
Approval of a 17-year property tax exemption PILOT for Fargo HRA Low Income Housing for a low-income housing project located at 1711 25th St S.

Sincerely,

Michael Splonskowski

Mike Splonskowski
City Assessor

Application For Property Tax Incentives For New or Expanding Businesses

N.D.C.C. Chapter 40-57.1

Project Operator's Application To Fargo
City or County

File with the City Auditor for a project located within a city; County Auditor for locations outside of city limits.

A representative of each affected school district and township is included as a non-voting member in the negotiations and deliberation of this application.

This application is a public record

Identification Of Project Operator

1. Name of project operator of new or expanding business: Fargo HRA Low Income Housing
2. Address of project: 1711 25th Avenue South
   City: Fargo County: Cass
3. Mailing address of project operator: 325 Broadway
   City: Fargo State: ND Zip: 58102
4. Type of ownership of project
   - ☑ Partnership
   - ☐ Corporation
   - ☐ Subchapter S corporation
   - ☐ Cooperative
   - ☐ Individual proprietorship
   - ☑ Limited liability company
5. Federal Identification No. or Social Security No.:
6. North Dakota Sales and Use Tax Permit No.:
7. If a corporation, specify the state and date of incorporation:
8. Name and title of individual to contact: Chris Brungardt, CEO Fargo Housing and Redevelopment Authority
   Mailing address: 325 Broadway
   City, State, Zip: Fargo ND 58102 Phone No.: 701.715.4171

Project Operator's Application For Tax Incentives

9. Indicate the tax incentives applied for and terms. Be specific.
   - ☐ **Property Tax Exemption**
     - _____ Number of years
     - _____ Percent of exemption
   - ☑ **Payments In Lieu of Taxes**
     - 2028 Beginning year 2044 Ending year
     - _____ Amount of annual payments (attach schedule if payments will vary)
10. Which of the following would better describe the project for which this application is being made:
    - ☑ New business project
    - ☐ Expansion of a existing business project

Description of Project Property

11. Legal description of project real property
Lot: 7 Block: 7 WENTZ LOT 7 BLK 7 LESS ST R/2 AND ALL LOT 8

12. Will the project property be owned or leased by the project operator? ☑ Owned ☐ Leased

If the answer to 12 is leased, will the benefit of any incentive granted accrue to the project operator?
☐ Yes ☐ No

If the property will be leased, attach a copy of the lease or other agreement establishing the project operator's benefits.

13. Will the project be located in a new structure or an existing facility? ☑ New construction ☐ Existing facility

If existing facility, when was it constructed? _____

If new construction, complete the following:

a. Estimated date of commencement of construction of the project covered by this application July 2026

b. Description of project to be constructed including size, type and quality of construction

65 Unit Low Income Multi-Family residential apartment building, consisting of 1,2 and 3 bedrooms. Building will be 100% HUD vouchered for 0 to 50% Area Median Income.

c. Projected number of construction employees during the project construction 150 to 200

14. Approximate date of commencement of this project's operations October 2027

15. Estimated market value of the property used for this project:

a. Land ..... $ 600,000

b. Existing buildings and structures for which an exemption is claimed ..... $ 0

c. Newly constructed buildings and structures when completed ..... $ 8,000,000

d. Total ..... $ 8,600,000

e. Machinery and equipment ..... $ _____

16. Estimate taxable valuation of the property eligible for exemption by multiplying the market values by 5 percent:

a. Land (not eligible) .....

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c. Newly constructed buildings and structures when completed ..... $ 400,000

d. Total taxable valuation of property eligible for exemption (Add lines b and c) ..... $ 400,000

e. Enter the consolidated mill rate for the appropriate taxing district 298.43

f. Annual amount of the tax exemption (Line d multiplied by line e) ..... $ 119,372.00

6

Description of Project Business

Note: "project" means a newly established business or the expansion portion of an existing business. Do not include any established part of an existing business.

17. Type of business to be engaged in: ☐ Ag processing ☐ Manufacturing ☐ Retailing ☐ Wholesaling ☐ Warehousing ☑ Services

18. Describe in detail the activities to be engaged in by the project operator, including a description of any products to be manufactured, produced, assembled or stored (attach additional sheets if necessary).

Affordable rental property serving low income households. The building will have FHRA's Project Based Vouchers attached which will allow for deep housing subsidies for income as low as $0. This is a partnership between Blueline Development and the Fargo Housing Authority. After 15-17 years, the Fargo Housing Authority will be the sole owner.

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Current positions & positions added the initial year of project

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Year		(Before project)	Year 1	Year 2	Year 3	Year 4	Year 5
No. of Employees	(1)		1	1	1	1	1
	(2)		2	2	2	2	2
Estimated payroll	(1)		128000	132000	135000	140000	144000
	(2)						

(1) - full time
(2) - part time

Previous Business Activity

22. Is the project operator succeeding someone else in this or a similar business? ☑ Yes ☐ No

23. Has the project operator conducted this business at this or any other location either in or outside of the state?

☑ Yes ☐ No

24. Has the project operator or any officers of the project received any prior property tax incentives? ☑ Yes ☐ No

If the answer to 22, 23, or 24 is yes, give details including locations, dates, and name of former business (attach additional sheets if necessary).

FHRA has received PILOTs for other affordable housing projects such as the 96 unit New Horizons, 84 unit Elliott Place and 110 unit Lashkowitz.

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If YES, give name and location of competing business or businesses

YWCA, Beyond Shelter, Jeremiah Program

Percentage of Gross Revenue Received Where Underlying Business Has ANY Local Competition %

Property Tax Liability Disclosure Statement

26. Does the project operator own real property in North Dakota which has delinquent property tax levied against it? ☐ Yes ☑ No

27. Does the project operator own a greater than 50% interest in a business that has delinquent property tax levied against any of its North Dakota real property? ☐ Yes ☑ No

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28. The project operator is reapplying for property tax incentives for the following reason(s):

☐ To present additional facts or circumstances which were not presented at the time of the original application

☐ To request continuation of the present property tax incentives because the project has:

- ☐ moved to a new location
- ☐ had a change in project operation or additional capital investment of more than twenty percent
- ☐ had a change in project operators

☐ To request an additional annual exemption for the year of _____ on structures owned by a governmental entity and leased to the project operator. (See N.D.C.C. § 40-57.1-04.1)

Notice to Competitors of Hearing

Prior to the hearing, the applicant must present to the governing body of the county or city a copy of the affidavit of publication giving notice to competitors unless the municipality has otherwise determined there are no competitors.

I, Chris Brungardt, do hereby certify that the answers to the above questions and all of the information contained in this application, including attachments hereto, are true and correct to the best of my knowledge and belief and that no relevant fact pertaining to the ownership or operation of the project has been omitted.

Chris Brungardt — Signature

CEO, Fargo Housing/Redevelopment — Title

4/13/2026 — Date

NOTICE TO COMPETITORS OF HEARING
ON APPLICATION FOR PROPERTY AND/OR INCOME TAX EXEMPTION

Notice is hereby given that the Board of City Commissioners of the City of Fargo, North Dakota, will meet at 5:05 o'clock p.m. on Tuesday, May 26, 2026, in the City Commission Room, City Hall, Fargo North Dakota, to consider the application from Najaxa Software LLC for exemption from property and/or income tax of the project which the applicant will use as a technology services and software development company. This project will be located 201 5th Street North, 14th Floor.

Any competitor of that applicant may appear and be heard by the Board of City Commissioners at the time and place designated herein.

This notice is given by the above named applicant pursuant to the provisions of North Dakota Century Code Section 40-57.1-03.

City Auditor's Office

Application For Property Tax Incentives For New or Expanding Businesses

N.D.C.C. Chapter 40-57.1

Project Operator's Application To Fargo
City or County

File with the City Auditor for a project located within a city; County Auditor for locations outside of city limits.

A representative of each affected school district and township is included as a non-voting member in the negotiations and deliberation of this application.

This application is a public record

Identification Of Project Operator

1. Name of project operator of new or expanding business: Najaxa Software LLC
2. Address of project: 201 5th Street North, 14th Floor
   City: Fargo County: CASS
3. Mailing address of project operator: 102 Broadway N Suite 201
   City: Fargo State: ND Zip: 58102
4. Type of ownership of project
   - ☐ Partnership
   - ☐ Subchapter S corporation
   - ☐ Individual proprietorship
   - ☐ Corporation
   - ☐ Cooperative
   - ☑ Limited liability company
5. Federal Identification No. or Social Security No.: 83-1258763
6. North Dakota Sales and Use Tax Permit No.: 353085 00
7. If a corporation, specify the state and date of incorporation: Nevada, 7/18/2018
8. Name and title of individual to contact: Nathan Evenson, President
   Mailing address: 102 Broadway N STE 201
   City, State, Zip: Fargo, ND 58102 Phone No.: 701-238-5490

Project Operator's Application For Tax Incentives

9. Indicate the tax incentives applied for and terms. Be specific.

   ☑ **Property Tax Exemption**
   - 5 Number of years
   - 100% Percent of exemption

   ☐ **Payments In Lieu of Taxes**
   - _____ Beginning year _____ Ending year
   - _____ Amount of annual payments (attach schedule if payments will vary)

10. Which of the following would better describe the project for which this application is being made:
    - ☐ New business project
    - ☑ Expansion of a existing business project

24734
(Rev. 2/14)

Description of Project Property

11. Legal description of project real property

~~All that part of the following described property lying between elevation 1,039.6 feet and 1,050.9 feet U.S.G.S. Datum: All~~ that part of Lots One, Fifteen, Sixteen, Seventeen and Eighteen, in Block Ten, of Keeney and Devitt's Addition to the City of Fargo, Cass County, North Dakota, described as follows: Commencing at a point on the West line of Lot Fifteen, 13.46 feet

12. Will the project property be owned or leased by the project operator? ☑ Owned ☐ Leased

If the answer to 12 is leased, will the benefit of any incentive granted accrue to the project operator?
☐ Yes ☐ No

If the property will be leased, attach a copy of the lease or other agreement establishing the project operator's benefits.

13. Will the project be located in a new structure or an existing facility? ☐ New construction ☑ Existing facility

If existing facility, when was it constructed? 1984

If new construction, complete the following:

a. Estimated date of commencement of construction of the project covered by this application _____

b. Description of project to be constructed including size, type and quality of construction

c. Projected number of construction employees during the project construction _____

14. Approximate date of commencement of this project's operations July 1st, 2026

15. Estimated market value of the property used for this project:

a. Land	$ 141,000
b. Existing buildings and structures for which an exemption is claimed	$ 776,200
c. Newly constructed buildings and structures when completed	$ 0
d. Total	$ 917,200
e. Machinery and equipment	$ 0

16. Estimate taxable valuation of the property eligible for exemption by multiplying the market values by 5 percent:

a. Land (not eligible)	[redacted]
b. Eligible existing buildings and structures	$ 38,810
c. Newly constructed buildings and structures when completed	$ 0
d. Total taxable valuation of property eligible for exemption (Add lines b and c)	$ 38,810
e. Enter the consolidated mill rate for the appropriate taxing district	298.43
f. Annual amount of the tax exemption (Line d multiplied by line e)	$ 11,582.06

Description of Project Business

Note: "project" means a newly established business or the expansion portion of an existing business. Do not include any established part of an existing business.

17. Type of business to be engaged in: ☐ Ag processing ☐ Manufacturing ☐ Retailing ☐ Wholesaling ☐ Warehousing ☑ Services

18. Describe in detail the activities to be engaged in by the project operator, including a description of any products to be manufactured, produced, assembled or stored (attach additional sheets if necessary).

Najaxa Software LLC is a technology services and software development company. We are a growing company focused in the staffing industry. We are bringing our team to Fargo, to make Fargo our HQ. We have created a software product called "Najaxa Middle Office". Najaxa works with customer world wide, we are not focused on the local Fargo/North Dakota market. We bringing in almost 100% of our revenue from out of state.

19. Indicate the type of machinery and equipment that will be installed

No machinery or equipment.

20. For the project only, indicate the projected annual revenue, expense, and net income (before tax) from either the new business or the expansion itself for each year of the requested exemption.

Year *(12 mo. periods)*	New/Expansion Project only Year 1	New/Expansion Project only Year 2	New/Expansion Project only Year 3	New/Expansion Project only Year 4	New/Expansion Project only Year 5
Annual revenue	1750000	2200000	2750000	3400000	4275000
Annual expense	1275000	1606000	2007500	2482000	3120750
Net income	475000	594000	742500	918000	1154250

21. Projected number and salary of persons to be employed by the project for the first five years:

Current positions & positions added the initial year of project

# Current Positions		New Positions Under $13.00	New Positions $13.01-$15.00	New Positions $15.01-$20.00	New Positions $20.01-$28.00	New Positions $28.01-$35.00	New Positions Over $35.00
7						1	1

Year		(Before project)	Year 1	Year 2	Year 3	Year 4	Year 5
No. of Employees	(1)	7	9	11	13	15	17
	(2)	4	2	2	2	2	2
Estimated payroll	(1)	585000	745000	902000	1060000	121800C	1376000
	(2)	75000	30000	30000	30000	30000	30000

(1) - full time
(2) - part time

Previous Business Activity

22. Is the project operator succeeding someone else in this or a similar business? ☐ Yes ☑ No

23. Has the project operator conducted this business at this or any other location either in or outside of the state?

☑ Yes ☐ No

24. Has the project operator or any officers of the project received any prior property tax incentives? ☐ Yes ☑ No

If the answer to 22, 23, or 24 is yes, give details including locations, dates, and name of former business (attach additional sheets if necessary).

102 Broadway N STE 201, Fargo, ND 58102

Business Competition

25. Is any similar business being conducted by other operators in the municipality? ☐ Yes ☑ No

If YES, give name and location of competing business or businesses

Percentage of Gross Revenue Received Where Underlying Business Has ANY Local Competition %

Property Tax Liability Disclosure Statement

26. Does the project operator own real property in North Dakota which has delinquent property tax levied against it? ☐ Yes ☑ No

27. Does the project operator own a greater than 50% interest in a business that has delinquent property tax levied against any of its North Dakota real property? ☐ Yes ☑ No

If the answer to 26 or 27 is Yes, list and explain

Use Only When Reapplying

28. The project operator is reapplying for property tax incentives for the following reason(s):

☐ To present additional facts or circumstances which were not presented at the time of the original application

☐ To request continuation of the present property tax incentives because the project has:

- ☐ moved to a new location
- ☐ had a change in project operation or additional capital investment of more than twenty percent
- ☐ had a change in project operators

☐ To request an additional annual exemption for the year of _____ on structures owned by a governmental entity and leased to the project operator. (See N.D.C.C. § 40-57.1-04.1)

Notice to Competitors of Hearing

Prior to the hearing, the applicant must present to the governing body of the county or city a copy of the affidavit of publication giving notice to competitors unless the municipality has otherwise determined there are no competitors.

I, Nathan Evenson, do hereby certify that the answers to the above questions and all of the information contained in this application, including attachments hereto, are true and correct to the best of my knowledge and belief and that no relevant fact pertaining to the ownership or operation of the project has been omitted.

Signature	President Title	4/17/2026 Date

PRIVACY ACT NOTIFICATION

In compliance with the Privacy Act of 1974, disclosure of a social security number or Federal Employer Identification Number (FEIN) on this form is required under N.D.C.C. §§ 40-57.1-03, 40-57.1-07, and 57-01-15, and will be used for tax reporting, identification, and administration of North Dakota tax laws. Disclosure is mandatory. Failure to provide the social security number or FEIN may delay or prevent the processing of this form.

Certification of Governing Body (To be completed by the Auditor of the City or County)

The municipality shall, after granting any property tax incentives, certify the findings to the State Tax Commissioner and Director of Tax Equalization by submitting a copy of the project operator's application with the attachments. The governing body, on the _____ day of _____, 20____, granted the following:

☐ **Property Tax Exemption**

_____ Number of years

_____ Percent of exemption

☐ **Payments in lieu of taxes**

_____ Beginning year _____ Ending year

_____ Amount of annual payments (Attach schedule if payments will vary)

_____
Auditor

Economic Development Incentive Committee
Fargo City Hall
225 4th Street North
Fargo, ND 58102

May 20, 2026

Board of City Commissioners
City Hall
Fargo, ND 58102

RE: Najaxa Software, LLC.

Dear Commissioners:

Attached is the application made by Najaxa Software, LLC. for a payment in lieu of tax (PILOT) according to N.D.C.C. Chapter 40-57.1. The application is for a five-year exemption the improvement value of an expansion of a primary sector service project located at 201 5th St N.

Notices to competitors have been published. The Economic Development Incentive Committee (EDIC) has met to consider this application. No competitors appeared at the EDIC meeting. This project meets our current policy. The project will continue to pay the full land taxes annually.

The recommendation of the EDIC is to approve the proposed PILOT for this project.

SUGGESTED MOTION:
Approval of a five-year property tax exemption PILOT for Najaxa Software, LLC. for an expanded space for the primary sector service project located at 201 5th St N.

Sincerely,

Michael Splonskowski

Mike Splonskowski
City Assessor

Application For Property Tax Incentives For New or Expanding Businesses

N.D.C.C. Chapter 40-57.1

Project Operator's Application To Fargo
City or County

File with the City Auditor for a project located within a city; County Auditor for locations outside of city limits.

A representative of each affected school district and township is included as a non-voting member in the negotiations and deliberation of this application.

This application is a public record

Identification Of Project Operator

1. Name of project operator of new or expanding business: Najaxa Software LLC
2. Address of project: 201 5th Street North, 14th Floor
   City: Fargo County: CASS
3. Mailing address of project operator: 102 Broadway N Suite 201
   City: Fargo State: ND Zip: 58102
4. Type of ownership of project
   - ☐ Partnership
   - ☐ Corporation
   - ☐ Subchapter S corporation
   - ☐ Cooperative
   - ☐ Individual proprietorship
   - ☑ Limited liability company
5. Federal Identification No. or Social Security No. [redacted]
6. North Dakota Sales and Use Tax Permit No. [redacted]
7. If a corporation, specify the state and date of incorporation: Nevada, 7/18/2018
8. Name and title of individual to contact: Nathan Evenson, President
   Mailing address: 102 Broadway N STE 201
   City, State, Zip: Fargo, ND 58102 Phone No.: 701-238-5490

Project Operator's Application For Tax Incentives

9. Indicate the tax incentives applied for and terms. Be specific.

   ☑ **Property Tax Exemption**
   - 5 Number of years
   - 100% Percent of exemption

   ☐ **Payments In Lieu of Taxes**
   - _____ Beginning year _____ Ending year
   - _____ Amount of annual payments (attach schedule if payments will vary)

10. Which of the following would better describe the project for which this application is being made:
    - ☐ New business project
    - ☑ Expansion of a existing business project

Description of Project Property

11. Legal description of project real property

All that part of the following described property lying between elevation 1,039.6 feet and 1,050.9 feet U.S.G.S. Datum: All that part of Lots One, Fifteen, Sixteen, Seventeen and Eighteen, in Block Ten, of Keeney and Devitt's Addition to the City of Fargo, Cass County, North Dakota, described as follows: Commencing at a point on the West line of Lot Fifteen, 13.46 feet North of the Southwest corner thereof, thence North 89°56'43" East 61.58

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If the answer to 12 is leased, will the benefit of any incentive granted accrue to the project operator?
☐ Yes ☐ No

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102 Broadway N STE 201, Fargo, ND 58102

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Notice to Competitors of Hearing

Prior to the hearing, the applicant must present to the governing body of the county or city a copy of the affidavit of publication giving notice to competitors unless the municipality has otherwise determined there are no competitors.

I, Nathan Evenson, do hereby certify that the answers to the above questions and all of the information contained in this application, including attachments hereto, are true and correct to the best of my knowledge and belief and that no relevant fact pertaining to the ownership or operation of the project has been omitted.

Signature	Title	Date
	President	4/17/2026

PRIVACY ACT NOTIFICATION

In compliance with the Privacy Act of 1974, disclosure of a social security number or Federal Employer Identification Number (FEIN) on this form is required under N.D.C.C. §§ 40-57.1-03, 40-57.1-07, and 57-01-15, and will be used for tax reporting, identification, and administration of North Dakota tax laws. Disclosure is mandatory. Failure to provide the social security number or FEIN may delay or prevent the processing of this form.

Certification of Governing Body (To be completed by the Auditor of the City or County)

The municipality shall, after granting any property tax incentives, certify the findings to the State Tax Commissioner and Director of Tax Equalization by submitting a copy of the project operator's application with the attachments. The governing body, on the _____ day of _____, 20____, granted the following:

☐ **Property Tax Exemption**

_____ Number of years

_____ Percent of exemption

☐ **Payments in lieu of taxes**

_____ Beginning year _____ Ending year

_____ Amount of annual payments (Attach schedule if payments will vary)

_____
Auditor

Business Incentive Agreement

1. In fulfillment of the requirements of N.D.C.C. § 54-60.1-03, Grantor and Recipient enter into this Business Incentive Agreement.

Grantor

Name City of Fargo
Address 225 4th Street North Fargo, ND 58102

Recipient

Name	
Address	
Contact Person	E-mail Address
Recipient Parent Company (If applicable)	
Business Type (NAICS Code)	
Location of Recipient Prior to Receiving Incentive (If different)	

2. Description of project.

3. Grantor(s) agrees to provide recipient with a business incentive described as follows:

3.a. Is this incentive tax increment financing? ☐ Yes ☐ No
If yes, describe the type of district:

4. The business incentive will be provided on _____.
This date is the benefit date.

5. The public purpose(s) of the business incentive are:

☐ Assisting community development
☐ Directly create employment opportunities
☐ Job retention
☐ Increase tax base
☐ Indirectly increase employment opportunities
☐ Other _____

6. Value of Business Incentive: $_____

7. Recipient currently employs _____ people, located in _____.

8. In return for the business incentive, Recipient shall, within two years create: _____
Number of full-time equivalent jobs

_____ + _____ = _____
Average hourly wage | Benefits per hour value | Average hourly compensation

9. The Recipient shall continue operations in the jurisdiction in which the business incentive was issued for five years or more after the benefit date.

10. Recipient shall file a recipient report with the Grantor, as described in N.D.C.C. § 54-60.1-05 annually on or before March 1st of each year for two years, beginning in 2007, following the benefit date or until the goals of paragraph 8 are met, whichever is later.

10.a. Grantor shall mail the recipient a warning letter if no report is received by March 8th. Recipient shall file the progress report within 14 days of the postmarked date of the warning letter.

10.b. If a recipient report is not received within 14 days of the warning letter, Recipient agrees to pay to Grantor a $100 penalty for each subsequent day until the report is filed. The maximum penalty under this section may not exceed $1,000.

11. Recipient shall pay back the value of the incentive to the Grantor, prorated to reflect any partial fulfillment of the job and compensation goals, if, after two years, the job and compensation goals listed in paragraph 8 are not met.

11.a. Paragraph 11 does not apply if the job and compensation goals were not met as a result of an act of God or terrorism.

12. This business incentive agreement shall only be modified or extended by the Grantor pursuant to N.D.C.C. § 54-60.1-04.

13. If the terms of this business incentive agreement are not met, Recipient shall not receive a business incentive from any grantor for five years from the date of failure or until a recipient satisfies the repayment obligation.

14. The Recipient has disclosed, in attachment "A" of this agreement, all additional financial assistance received from state or political subdivision Grantors for this project since inception.

15. By signing this agreement, Recipient verifies that it has not failed to meet the terms of any business incentive agreement in the last five years.

Dated this _____ day of _____, 20____.

Grantor: _____ on behalf of _____

Dated this _____ day of _____, 20____.

Recipient: _____ on behalf of _____

Attachment "A"

Recipient has received the following additional financial assistance from state or political subdivision Grantors for this project since inception.

Grantor	Description of Assistance	
Value of Assistance	Benefit Date	Pending Benefit Date

Grantor	Description of Assistance	
Value of Assistance	Benefit Date	Pending Benefit Date

Grantor	Description of Assistance	
Value of Assistance	Benefit Date	Pending Benefit Date

Grantor	Description of Assistance	
Value of Assistance	Benefit Date	Pending Benefit Date

Grantor	Description of Assistance	
Value of Assistance	Benefit Date	Pending Benefit Date

NORTH Dakota | Commerce
Be Legendary.

April 1, 2026

Nathan Evenson
Najaxa Software LLC
102 Broadway N Ste 201
Fargo, ND 58102

Dear Nathan:

Thank you for your application for primary-sector certification by the North Dakota Department of Commerce, Economic Development & Finance Division. We have reviewed your application and determined that ED&F can certify your company, **Najaxa Software LLC**, as primary sector and a new wealth creator in the economy of North Dakota. This certification is valid for **four years** (3/30/2026 to 3/30/2030).

Most of North Dakota's economic development programs, tools and incentives are targeted toward primary-sector clients. You may be requested to provide a copy of this primary-sector certification letter when you apply for certain economic development incentive and funding programs.

This certification does not guarantee the receipt of any North Dakota business incentive. For example, there are additional qualification criteria for the Seed Capital Investment and Agricultural Business Investment personal income tax credits, and it is critical that investments **NOT** be made prior to the business receiving certification for these two credits. If you are pursuing certification for investment tax credits and need to know the criteria required for qualification, contact Guillermo Fregoso.

This certification is not the application process for the North Dakota New Jobs Training Program administered by Job Service North Dakota. To apply for the North Dakota New Jobs Training Program, you must contact Job Service North Dakota for the required application forms. Application forms for other programs that require primary sector certification are available from the agency administering the program.

Also, companies and individuals pursuing the investment tax credit incentive are reminded there is a cap on available dollars. Please visit with the ND Office of the Tax Commissioner regarding the remaining balance for investment tax credits. The credits are available on a first-come-first-serve basis until the law-defined cap is met.

North Dakota appreciates your contribution to the citizens and economy of our state. If your company needs additional assistance, please contact us at 701-328-5300.

Sincerely,

Richard Garman, Director
Economic Development & Finance Division

1600 E Century Avenue, Suite 6 | P.O. Box 2057 | Bismarck, ND 58502
PHONE 701-328-5300 | TOLL FREE: 1-866-4DAKOTA | ND RELAY TTY: 1-800-366-6888 | VOICE: 1-800-366-6889 |
NDCommerce.com

Exemption Evaluation Calculator			178.0			178.0
Najaxa Software LLC			Points			Points
Project Type Code (Ctrl-C to view)		4	38.0		4	38.0
Current Number Of Employees	Year 1	7		Year 3	7	
Hourly Salary Without Benefits	# Jobs			# Jobs		
Under $13.00						
$13.01-$15.00						
$15.01-$20.00						
$20.01-$28.00		Pts. For # Jobs->	10.0		Pts. For # Jobs->	10.0
$28.01-$35.00	1	Pts. For $ Jobs->	55.0	2	Pts. For $ Jobs->	55.0
Over $35.00	1			2		
TOTAL # OF JOBS CREATED	2			4		
% GI w/ Local Competition (not downtown)		0%	25.0		0%	25.0
Value of Proposed Buildings		$ 776,200	15.0		$ 776,200	15.0
Downtown Location (Y/N)		y	25.0		y	25.0
Startup Firm (Y/N)		n	0.0		n	0.0
Has Const Started or Has Bldg Been Occupied If Existing (Y/N)		n	0.0		n	0.0
Number of Years (Exemption)		5			5	
Company Safety Experience Rating		2	10.0		2	10.0
RECOMMENDATION IS TO		APPROVE			APPROVE	
Description		Primary Sector Service			Primary Sector Service	
Estimated New Annual Payroll		$141,440			$282,880	
Estimated Annual Real Estate Tax		$11,582			$11,582	
Estimated PV of Exemption		$50,144			$50,144	
Payroll / PV of Exemption		2.8			5.6	
Property Value / # of Jobs		$ 388,100			$ 194,050	
Total Value Of Benefit		$ 57,910			$ 57,910	

THE CITY OF Fargo FAR MORE
PLANNING & DEVELOPMENT

FARGO CITY HALL
225 4th Street North
Fargo, ND 58102
Office: 701.241.1474 | Fax: 701.241.1526
Email: Planning@FargoND.gov
FargoND.gov

MEMORANDUM

TO: BOARD OF CITY COMMISSIONERS

FROM: NICOLE CRUTCHFIELD, PLANNING DIRECTOR
KRISTI SYLSKAR, HUD GRANT ADMINISTRATOR

DATE: MAY 21, 2026

RE: PUBLIC HEARING FOR HUD COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) / HOME INVESTMENT PARTNERSHIPS PROGRAM (HOME) 2026 ACTION PLAN, AND PROPOSED AMENDMENTS TO 2025 ACTION PLAN & CITIZEN PARTICIPATION PLAN

Planning & Development Department staff has prepared the 2026 Action Plan for the use of U.S. Department of Housing and Urban Development (HUD) funds. A total of $1;343,686.76 is anticipated to be available for the 2026 Community Development budget. In addition, at this time, staff is also proposing amendments to the City's 2025 Action Plan and the required Citizen Participation Plan.

At the May 26th City Commission meeting, an overview of the proposed 2026 Community Development Block Grant (CDBG) and HOME projects, and the amendments to the 2025 Action Plan and Citizen Participation Plan, will be presented and a public hearing is scheduled to be held at this meeting.

Details of the proposed 2026 Action Plan funding sources and projects, along with proposed amendments to the 2025 Action Plan and Citizen Participation Plan, are outlined in the public notice published in *The Forum* newspaper on May 6, 2026 (attached). A process timeline, including the 30-day public comment period, May 7 – June 5, 2026, is outlined in the public notice. Once approved locally, the 2026 Action Plan, 2025 Action Plan amendments, and Citizen Participation Plan amendments, along with a summary of all comments received, will be submitted to HUD for federal approval.

The 2026 Action Plan has been drafted in compliance with federal regulations. The draft plan and amendments are available on the City website at www.FargoND.gov/plansandstudies (posted May 6, 2026). No action is intended for the May 26, 2026 City Commission meeting. Staff will confirm public input received during the public hearing and through the open comment period as we seek action at the June 8, 2026 City Commission meeting.

EQUAL HOUSING OPPORTUNITY

Recommended Motion: No action is required at this time; public hearing only. Final consideration of the 2026 Action Plan, and proposed amendments to the 2025 Action Plan and Citizen Participation Plan, is scheduled for June 8, 2026.

EXHIBIT
(for reference only)

Public Notice
City of Fargo
Notice of Public Hearing & 30-Day Public Comment Period
Community Development Block Grant (CDBG) & HOME Investment Partnerships (HOME) Programs
2026 HUD Action Plan & Budget
Amendments to 2025 Action Plan and Citizen Participation Plan

The City of Fargo announces the opening of the 30-day public comment period for Fargo's 2026 Action Plan, which allocates the City's annual federal funds received from the United States Department of Housing and Urban Development (HUD). The 30-day public comment period will also include amendments to Fargo's 2025 Action Plan and Citizen Participation Plan. The public comment period begins on May 7, 2026 and includes a public hearing on Tuesday, May 26, 2026 during the regular Fargo City Commission meeting. All items will be given final consideration at the June 8, 2026 City Commission meeting. Comments on these draft plans should be provided during the public comment period (May 7 through June 5, 2026). Each item is summarized in this notice.

2026 HUD ACTION PLAN

The City of Fargo has prepared a draft version of the 2026 HUD Action Plan for Housing and Community Development for the Community Development Block Grant (CDBG) and HOME Programs. The Action Plan provides a summary of actions, activities, and specific federal and non-federal resources that will be used during the year to address priority needs and goals identified in the 2025-2029 Consolidated Plan and plans for allocating the U.S. Department of Housing and Urban Development Office of Community Planning and Development (CPD) formula block grant programs: Community Development Block Grant and HOME Investment Partnerships Program. The priorities established within the 2026 Action Plan resulted from community meetings and citizen participation in the development of the 5-Year Consolidated Plan, including a public input meeting held on April 29, 2026. The City of Fargo's 5-Year goals include affordable housing, ending and preventing homelessness, and public infrastructure-public facility improvements. The 2026 Action Plan describes how funds from these HUD programs will be distributed during the 2026 program year, which begins on May 1, 2026. Funds are expected to be made available to the City by the end of 2026.

AVAILABLE RESOURCES FOR PROGRAM YEAR 2026
Community Development Block Grant (CDBG):

• $828,465.00	2026 Community Development Block Grant (CDBG) allocation from HUD
• $ 6,922.54	Available for Reallocation at Prior Year-End (unused 2025 contingency dollars)
$835,387.54	Total CDBG

HOME Investment Partnerships Program (HOME):

• $447,443.90	2026 HOME PJ allocation from HUD
• $ 5,015.32	Available for Reallocation at Prior Year-End (unused 2025 contingency dollars)
• $ 55,840.00	2025 HOME PJ Program Income/Recaptured Funds (actual)
$508,299.22	Total HOME

Total = $1,343,686.76 CDBG & HOME

PROPOSED ACTIVITIES FOR 2026

Planning, Administration & Fair Housing

1. CDBG Planning and Administration - $115,000 in CDBG funds. Planning, implementation, reporting, and monitoring of CDBG resources. Prior year admin dollars may be used for startup planning and administration costs in future years. *National Objective: Not applicable for administration. Eligibility & Regulation Citation: 21A General Program Administration, 24 CFR Part 570.206(a).*

2. HOME Planning and Administration - $42,000 in HOME funds. Planning, implementation, reporting, and monitoring of HOME resources. Prior year admin dollars may be used for startup planning and administration costs in future years. *National Objective: Not applicable for administration.*

3. Fair Housing Services - $45,000 in CDBG funds. Support of fair housing services in Fargo, which may include fair housing education, outreach, test coordination, and technical assistance as part of the requirement to affirmatively further fair housing under the Fair Housing Act (42 U.S.C. 3601-20). *Eligibility & Regulation Citation: 21D Fair Housing Activities (subject to 20% Admin. Cap), 24 CFR Part 570.206(c).*

Capital/Neighborhood Improvements

1. Public Infrastructure Improvements - $550,000 in CDBG funds. CDBG funds will be used for improvements to existing public infrastructure located within low-to-moderate income area neighborhoods. This project will address hazardous/deteriorated conditions and make preventative improvements in support of neighborhood safety and improved livability. The proposed service area of this project, subject to completion of environmental review requirements, includes the blocks between 7 Avenue North to 12 Avenue North and 25 Street North to 29 Street North (located in the Madison/Unicorn Park neighborhood) in Fargo. *National Objective, Eligibility, & Regulation Citation: Low-Mod Area (LMA) Benefit [24 CFR Part 570.208(a)(1)]; 03* Public Facilities and Improvements matrix codes: 03I Flood Drainage Improvements, 03J Water/Sewer Improvements, 03K Street Improvements, 03L Sidewalks, 03N Tree Planting, 03Z Other Public Improvements, 24 CFR Part 570.201(c).*

Public Service

1. Public Service Homeless Outreach - $120,000 in CDBG funds. Provide operational support for homeless and housing-related outreach services, focused in the downtown and adjacent neighborhoods of Fargo, for people who are at-risk of homelessness, recently homeless, or who are currently homeless. *National Objective, Eligibility, & Regulation Citation: Low-Mod Clientele (LMC) Benefit [24 CFR Part 570.208(a)(2)], 03T Operating Costs of Homeless/Aids Patient Programs, 24 CFR Part 570.201(e).*

Affordable Housing

1. Tenant Based Rental Assistance - $390,000 in HOME funds. Assist eligible households with their rental housing expenses. *HOME Eligible Activity under 24 CFR Part 92.205(a)(1).*

2. CHDO Set-Aside Placeholder - $70,000 in HOME funds. In accordance with HOME Program regulations, fifteen percent (15%) of the annual HOME allocation must be set aside for an eligible housing activity, to be undertaken by a Community Housing Development Organization (CHDO). At this time, no CHDO projects have been identified. *HOME Eligible Activity under 24 CFR 92.205(a)(1).*

Contingency Funds

1. Contingency - Funds held in contingency for issues that may arise during the program year – $5,387.54 CDBG funds and $6,299.22 HOME funds.

CONTINGENCY PROVISIONS/POTENTIAL ADJUSTMENTS TO 2026 ACTIVITIES & BUDGET

- Budget adjustments transferring amounts from one eligible activity to another that are considered substantial amendments.

- Unanticipated program income may result in a substantial amendment to amend activities and budgets.

- Unused funds will be reallocated in an amendment or the following year's action plan, either of which may require a 30-day public comment period.

PROPOSED AMENDMENTS TO 2025 HUD ACTION PLAN

1. Project Sites/Service Area Identified for Public Infrastructure Improvements Project (CDBG) - the proposed service area, subject to completion of environmental review requirements, for the public infrastructure

improvements project has been identified. The proposed service area of this project includes the blocks between 7 Avenue North to 12 Avenue North and 25 Street North to 29 Street North (located in the Madison/Unicorn Park neighborhood) in Fargo. *National Objective, Eligibility, & Regulation Citation: Low-Mod Area (LMA) Benefit [24 CFR Part 570.208(a)(1)]; 03* Public Facilities and Improvements matrix codes: 03I Flood Drainage Improvements, 03J Water/Sewer Improvements, 03K Street Improvements, 03L Sidewalks, 03N Tree Planting, 03Z Other Public Improvements, 24 CFR Part 570.201(c).*

PROPOSED AMENDMENTS TO CITIZEN PARTICIPATION PLAN

1. HUD requires its Grantees to periodically update and adopt the jurisdiction's Citizen Participation Plan, which sets forth the City's policies and procedures for citizen participation related to its HUD HOME & CDBG programs. A draft copy of the amended plan may be reviewed at www.FargoND.gov or by request through the Planning & Development Department.

COMMENTS, ACCESSIBILITY, & SCHEDULE

Comments and suggestions from the public are encouraged through a public comment period and/or at the public hearing. Comments (including written comments) must be received by 11:59 p.m. Central Daylight Time (CDT) on June 5, 2026. Contact information and schedule are provided below:

30-DAY PUBLIC COMMENT PERIOD:	May 7 through June 5, 2026
PUBLIC HEARING:	Tuesday, May 26, 2026- 5:05 pm Fargo City Commission Chambers 225 4th Street North, Fargo, ND 58102
CITY COMMISSION VOTE:	Monday, June 8, 2026 – 5:00 pm
CONTACT INFORMATION:	City of Fargo Planning and Development Department Attn: HUD Grant Administrator 225 4th Street North, Fargo ND 58102 701.241.1474 Planning@FargoND.gov
DRAFT PLAN AVAILABLE AT:	www.fargond.gov/plansandstudies OR request through Planning & Development Department

Accessibility – Fargo City Hall is serviced by public transit, fully accessible and can accommodate persons with disabilities. Alternative formats of this information (e.g., Braille, American Sign Language, etc.) or reasonable accommodations for persons with hearing/vision impairments and/or other disabilities will be made upon request. Contact City of Fargo's Section 504/ADA Coordinator Bekki Majerus at 701.298.6966 to arrange for services (a 48 hour notice may be needed). To access TTY/ND Relay service dial 800.366.6888 or 711.

Limited English – Reasonable steps will be taken to provide persons with limited English proficiency (LEP) meaningful access, including the availability of interpretation and translation services. Contact the City of Fargo Planning and Development Department at 701.241.1474 or Planning@FargoND.gov if services are needed.

Non-Discrimination Notice – In accordance with Federal regulations and City of Fargo policies, services are provided without regard to race, color, religion, sex, disability, familial status, national origin, age, marital status, veteran status, sexual orientation, gender identity, public assistance, domestic violence, lawful activity, or condition protected by applicable federal and state laws. The City is an equal employment/equal housing opportunity agency.

City of Fargo *Staff Report*			
Title:	Lake Agassiz Addition	**Date:**	4/29/2026 5/21/2026
Location:	417 and 501 Main Avenue	**Staff Contact:**	Donald Kress, current planning coordinator
Legal Description:	Portion of the Northeast Quarter of Section 7, Township 139 North, Range 48 West to the City of Fargo, Cass County, North Dakota		
Owner(s)/Applicant:	City of Fargo; Lake Agassiz Regional Development Corporation / City of Fargo	**Engineer:**	Apex Engineering
Entitlements Requested:	**Major Subdivision** (Plat of **Lake Agassiz Addition,** a plat of portion of the Northeast Quarter of Section 7, Township 139 North, Range 48 West to the City of Fargo, Cass County, North Dakota)		
Status:	City Commission Public Hearing: May 26th, 2026		

Existing		**Proposed**
Land Use: Office and commercial parking lot		**Land Use:** No change
Zoning: DMU, Downtown Mixed Use		**Zoning:** No change
Uses Allowed: DMU Allows detached houses, attached houses, duplexes, multi-dwelling structures, community service, daycare centers of unlimited size, health care facilities, parks and open space, religious institutions, safety services, offices, off-premise advertising, commercial parking, retail sales and service, vehicle repair, limited vehicle service, and major entertainment events.		**Uses Allowed:** No Change
Maximum Lot Coverage Allowed: 100%		**Maximum Lot Coverage Allowed:** No change

Proposal:

PROJECT HISTORY NOTE: An earlier version of this subdivision, titled the L.J. Laffen Addition, was contingently approved by the City Commission on May 3rd, 2021. Due to a change in the relationship between the City and the intended developer of Lot 1 at that time, the L.J. Laffen Addition was never completed or recorded. The L.J. Laffen Addition has been withdrawn; that developer is not involved in the Lake Agassiz Addition.

The applicant requests one entitlement:

1. A major subdivision, entitled **Lake Agassiz Addition,** a plat of portion of the Northeast Quarter of Section 7, Township 139 North, Range 48 West to the City of Fargo, Cass County, North Dakota

This project is considered a major subdivision as an area of right of way in the southwest portion of the plat is being dedicated for Main Avenue.

This project was reviewed by the City's Planning and Development, Engineering, Public Works, and Fire Departments ("staff"), whose comments are included in this report.

Surrounding Land Uses and Zoning Districts:

- North: DMU with railroad right of way and parking lot beyond
- East: DMU with church and office uses
- South: DMU with office and bank uses and parking ramp
- West: Across Broadway DMU with office uses

Area Plans:

The subject property is covered by two plans,the Fargo Growth Plan 2024 and he Downtown in Focus Plan.

The Fargo Growth Plan 2024 designates the place type of the subject property as "Downtown/Core." The current zoning of DMU, Downtown mixed use, is consistent with this place type.

The future land use map of the Downtown in Focus plan identifies this area as intended for "Mixed Use" development. The property is zoned DMU, Downtown Mixed Use, which allows mixed-use development, consistent with this land use designation.

Context:

Schools: The subject property is located within the Fargo School District, specifically within the Roosevelt/Horace Mann Elementary, Ben Franklin Middle and North High schools.

Neighborhood: The subject property is located within the Downtown neighborhood.

Parks: Island Park, located at 502 1st Avenue South, is approximately 500 feet south of the subject property, and provides amenities of basketball court, tennis courts, handball, grills and picnic tables, playground, cross country ski trails, recreational trails, rentals and a swimming pool.

Pedestrian / Bicycle: An off-road shared use path is adjacent to the subject property along Main Avenue.

MATBus: There are no MATBus routes along Main Avenue.

Staff Analysis:

The subject property is currently identified by township-and-range and metes-and-bounds descriptions. The subdivision will plat the subject property into two lots in one block

The negative access easements depicted on the plat will prohibit access from Broadway and limit access from Main Avenue.

The existing building owned by the Lake Agassiz Development Corporation will remain on Lot 2, Block 1. The City-owned Lot 1, Block 1 is not developed and no development is planned at this time.

Staff has determined that no amenities plan or developer agreement is required.

Major Subdivision

The LDC stipulates that the following criteria is met before a major subdivision plat can be approved

1. **Section 20-0907.C.1 of the LDC stipulates that no major subdivision plat application will be accepted for land that is not consistent with an approved Growth Plan or zoned to accommodate the proposed development.**
   The Fargo Growth Plan 2024 designates the place type of the subject property as "Downtown/Core." The current zoning of DMU, Downtown Mixed Use, is consistent with this place type. The existing development on what will be Lot 2, Block 1 is an office building, which is consistent with the DMU zoning. Lot 1, Block 1 is undeveloped. No development is proposed at this time. Future development must comply with the zoning in place at the time of development. **(Criteria Satisfied)**

2. **Section 20-0907.C.4 of the LDC further stipulates that the Planning Commission shall recommend approval or denial of the application and the City Commission shall act to approve or deny, based on whether it is located in a zoning district that allows the proposed development complies with the adopted Area Plan, the standards of Article 20-06 and all other applicable requirements of the Land Development Code.**
   This subdivision is intended to plat unplatted property into two lots in one block.
   The Fargo Growth Plan 2024 designates the place type of the subject property as "Downtown/Core." The future land use map of the Downtown in Focus plan identifies this area as intended for "Mixed Use" development. The existing DMU, Downtown Mixed Use zoning is

consistent with both plan designations. No zone change is proposed. No new development is proposed at this time. In accordance with Section 20-0901.F of the LDC, notices of the proposed plat have been sent out to property owners within 300 feet of the subject property. To date, staff has received and responded to one inquiry on the application. Staff has reviewed this request and finds that this application complies with standards of Article 20-06 and all applicable requirements of the Land Development Code.
(Criteria Satisfied)

3. **Section 20-0907.C.4.f of the LDC stipulates that in taking action on a Final Plat, the Board of City Commissioners shall specify the terms for securing installation of public improvements to serve the subdivision.**
   As no new public improvements are being created by this plat, an amenities plan was not required. Any improvements associated with the project (both existing and proposed) are subject to special assessments. Special assessments associated with the costs of the public infrastructure improvements are proposed to be spread by the front footage basis and storm sewer by the square footage basis as is typical with the City of Fargo assessment principles
   (Criteria Satisfied)

Staff Recommendation:

Suggested Motion: "To accept the findings and recommendations of the Planning Commission and staff and move to approve the proposed plat of the **Lake Agassiz Addition**, as outlined in the staff report, as the proposal complies with the Fargo Growth Plan 2024, Downtown in Focus Plan, Section 20-0907.C and the Standards of Article 20-06 of the Land Development Code, and all other applicable requirements of the Land Development Code."

Planning Commission Recommendation: May 5th, 2026

At the May 5th, 2026 Planning Commission hearing, that Commission, by a vote of 9-0 with two Commissioners absent, moved to accept the findings and recommendations of staff and recommended approval to the City Commission of the proposed plat of the **Lake Agassiz Addition**, as outlined in the staff report, as the proposal complies with the Fargo Growth Plan 2024, Downtown in Focus Plan, Section 20-0907.C and the Standards of Article 20-06 of the Land Development Code, and all other applicable requirements of the Land Development Code."

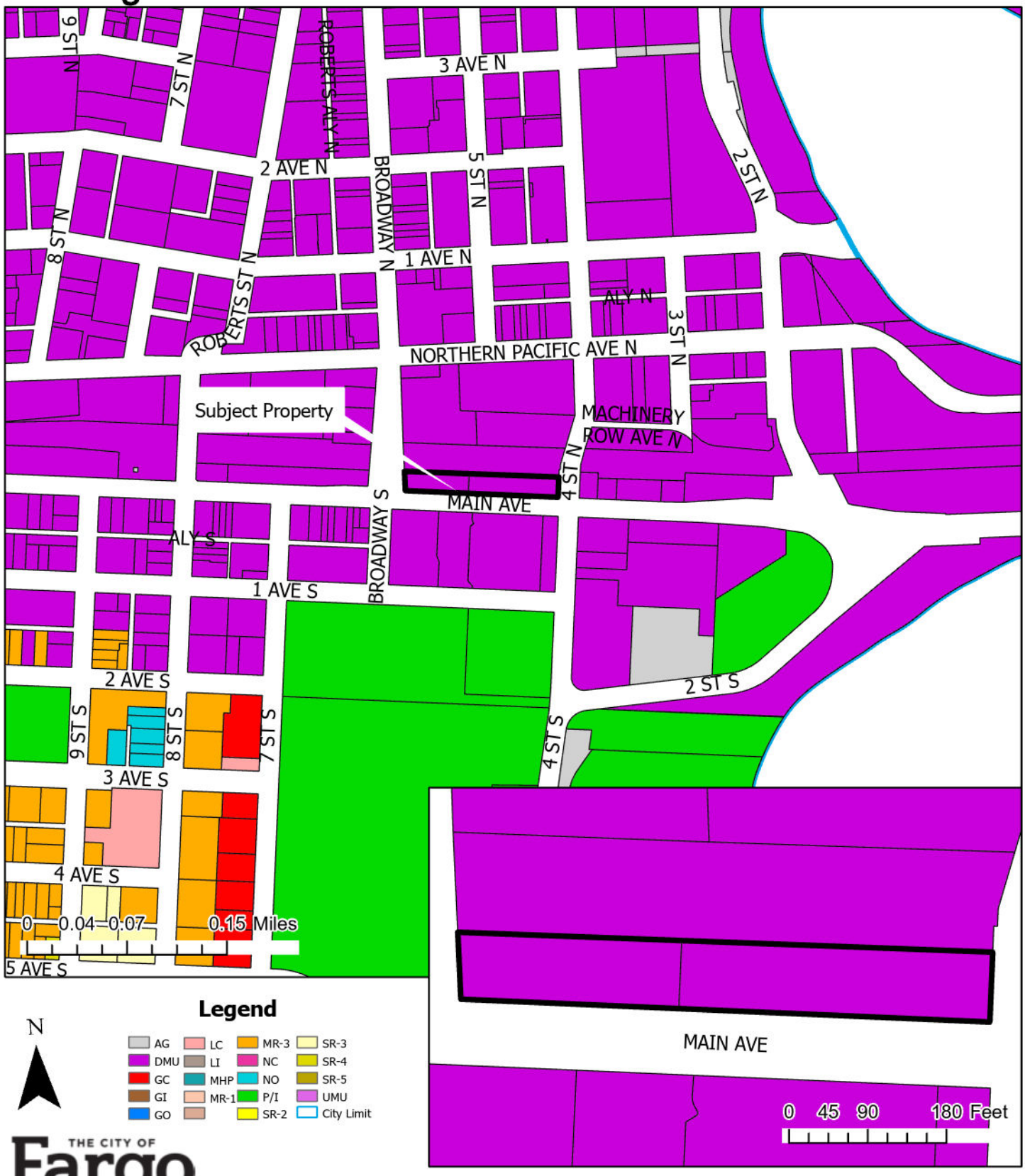
Attachments:

1. Zoning map
2. Location map
3. Preliminary plat

Major Subdivision

Lake Agassiz Addition

417 and 501 Main Avenue



Legend

AG	LC	MR-3	SR-3
DMU	LI	NC	SR-4
GC	MHP	NO	SR-5
GI	MR-1	P/I	UMU
GO		SR-2	City Limit

N

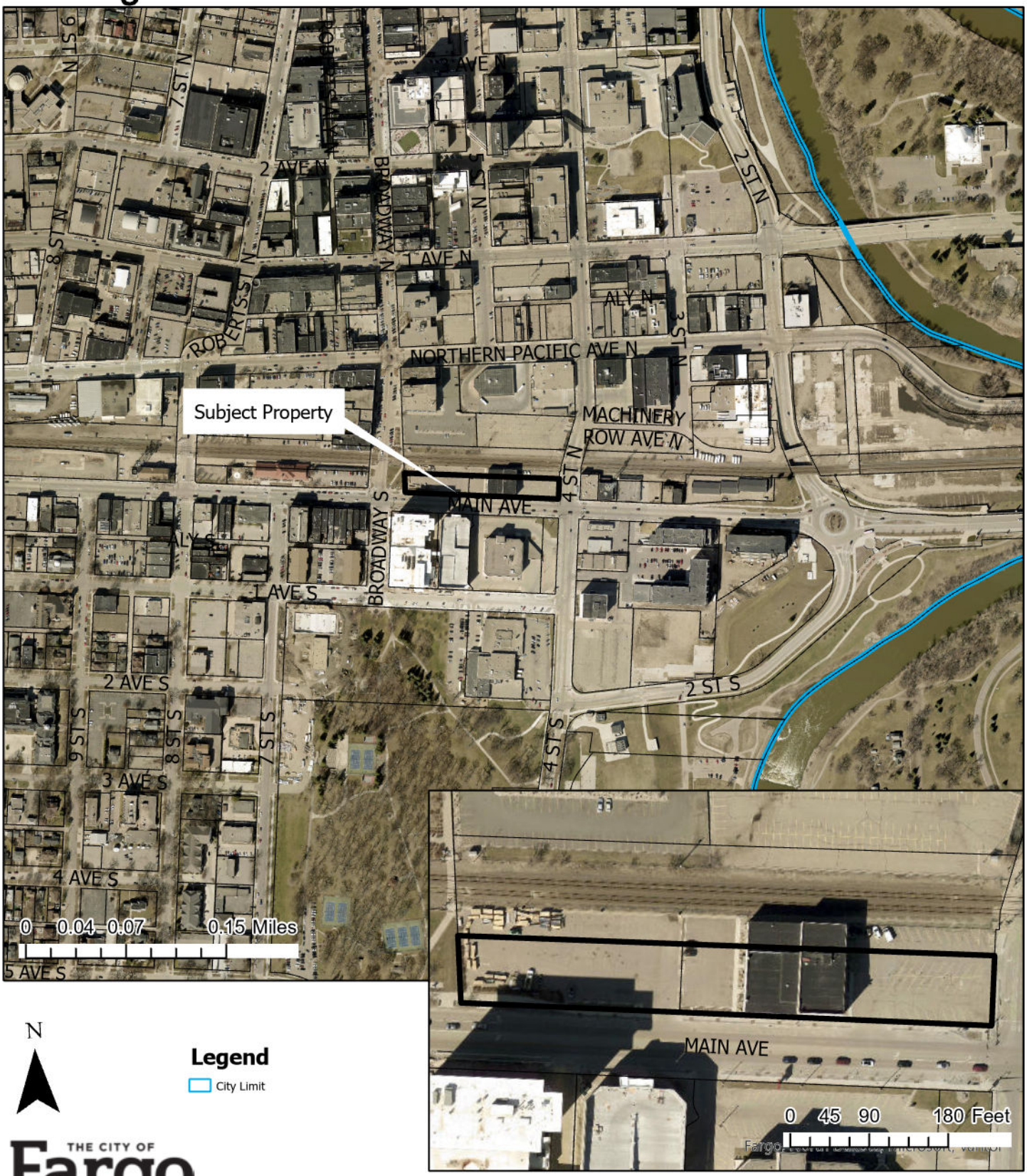
THE CITY OF Fargo FAR MORE

Fargo Planning Commission
May 5, 2026

Major Subdivision

Lake Agassiz Addition

417 and 501 Main Avenue



N

Legend

City Limit

THE CITY OF Fargo FAR MORE

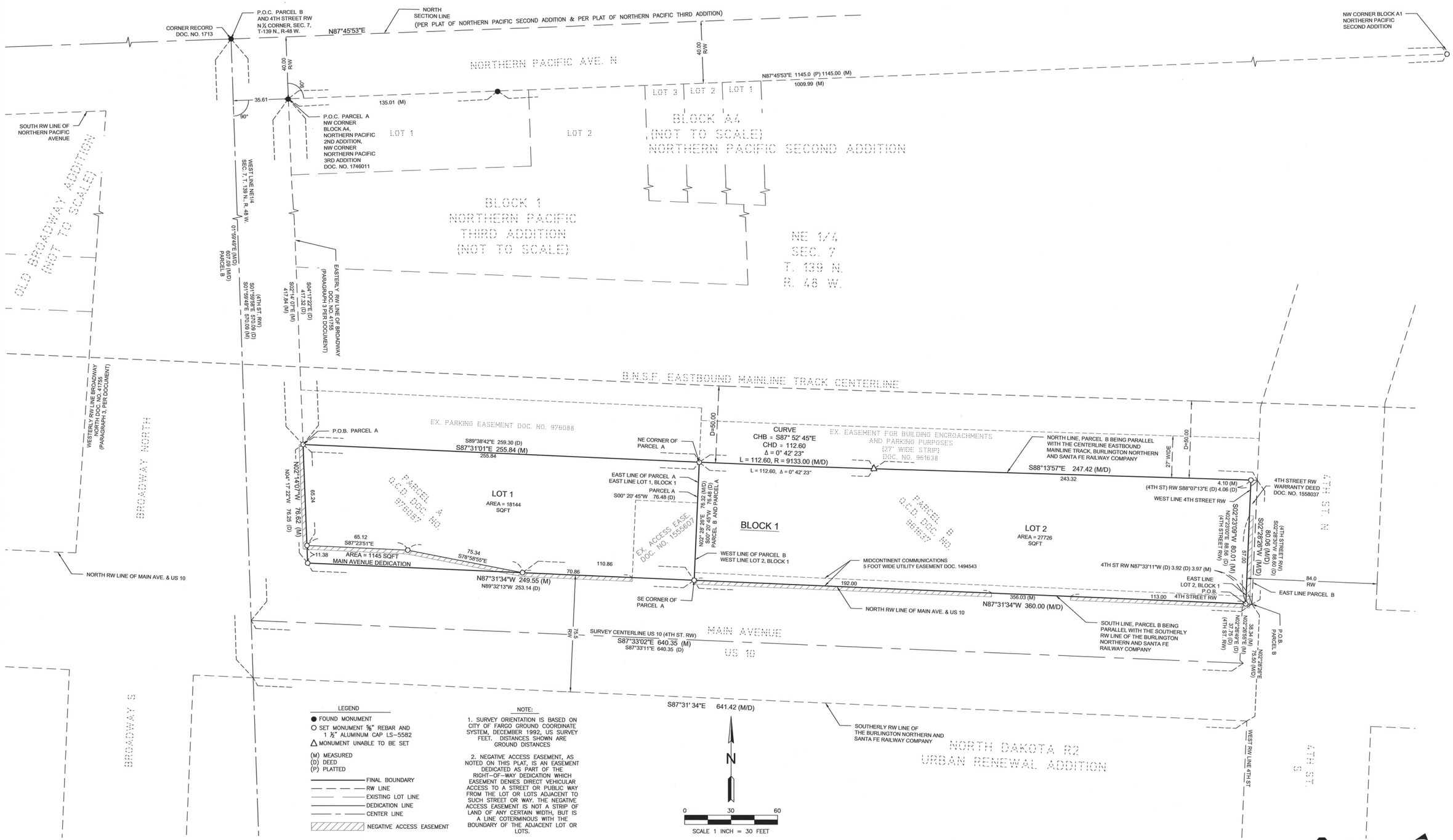
Fargo Planning Commission
May 5, 2026

LAKE AGASSIZ ADDITION

TO CITY OF FARGO, CASS COUNTY, NORTH DAKOTA

A TRACT OF UNPLATTED LAND LOCATED IN THE NORTHEAST QUARTER, SECTION 7, TOWNSHIP 139 NORTH, RANGE 48 WEST.

(A MAJOR SUBDIVISON)



LEGEND

- ● FOUND MONUMENT
- ○ SET MONUMENT ⅝" REBAR AND 1 ½" ALUMINUM CAP LS–5582
- △ MONUMENT UNABLE TO BE SET
- (M) MEASURED
- (D) DEED
- (P) PLATTED
- FINAL BOUNDARY
- RW LINE
- EXISTING LOT LINE
- DEDICATION LINE
- CENTER LINE
- NEGATIVE ACCESS EASEMENT

NOTE:

1. SURVEY ORIENTATION IS BASED ON CITY OF FARGO GROUND COORDINATE SYSTEM, DECEMBER 1992, US SURVEY FEET. DISTANCES SHOWN ARE GROUND DISTANCES
2. NEGATIVE ACCESS EASEMENT, AS NOTED ON THIS PLAT, IS AN EASEMENT DEDICATED AS PART OF THE RIGHT–OF–WAY DEDICATION WHICH EASEMENT DENIES DIRECT VEHICULAR ACCESS TO A STREET OR PUBLIC WAY FROM THE LOT OR LOTS ADJACENT TO SUCH STREET OR WAY. THE NEGATIVE ACCESS EASEMENT IS NOT A STRIP OF LAND OF ANY CERTAIN WIDTH, BUT IS A LINE COTERMINOUS WITH THE BOUNDARY OF THE ADJACENT LOT OR LOTS.

Apex Engineering Group
FARGO, ND

T:\Projects\2026\26.103.0030 FAR - Lake Agassiz ADD Platting\Survey\Drawings\Plat\26.103.0030_LakeAgassizAddition.dwg

LAKE AGASSIZ ADDITION

TO CITY OF FARGO, CASS COUNTY, NORTH DAKOTA
A TRACT OF UNPLATTED LAND LOCATED IN THE NORTHEAST QUARTER, SECTION 7, TOWNSHIP 139 NORTH, RANGE 48 WEST.
(A MAJOR SUBDIVISON)

OWNER'S DESCRIPTION AND DEDICATION

KNOW ALL PERSONS BY THESE PRESENTS,
The City of Fargo, the undersigned, does hereby certify that we are the owners of the following described parcel of land:

Parcel A:
A Quitclaim Deed, Document Number 976087, on file in the office of the Cass County Recorder, Cass County, North Dakota, to wit:

A tract of unplatted land located in the NE ¼ of Section 7, Township 139 North, Range 48 West of the 5th Principal Meridian, in the City of Fargo, Cass County, North Dakota described as follows:

Commencing at a found iron monument at the Northwest corner of the record plat Northern Pacific Second Addition; thence on an assumed bearing of South 04 degrees 17 minutes 22 seconds East, along the Easterly line of Broadway for a distance of 417.32 feet to the True Point of Beginning; thence South 89 degrees 38 minutes 42 seconds East 259.30 feet to the Northwest corner of that certain parcel of land described in Quitclaim Deed dated July 13, 2000 from the Burlington Northern and Santa Fe Railway Company to Lake Agassiz Regional Development Corporation; thence South 00 degrees 20 minutes 45 seconds West, along the Westerly boundary of said "Lake Agassiz" parcel 76.48 feet to a found iron monument on the North right of way line of Main Avenue; thence North 89 degrees 32 minutes 13 seconds West along said North right of way line of Main Avenue 253.14 feet to a point on the Easterly right of way line of Broadway; thence North 04 degrees 17 minutes 22 seconds West along said right of way line 76.25 feet to the True Point of Beginning.

OWNER'S DESCRIPTION AND DEDICATION

KNOW ALL PERSONS BY THESE PRESENTS,
That Lake Agassiz Regional Development Corporation, the undersigned, does hereby certify that we are the owners of the following described parcel of land:

Parcel B:
A Quitclaim Deed, Document Number 961637, on file in the office of the County Recorder, Cass County, North Dakota, to wit:

That part of the Burlington Northern and Santa Fe Railway Company's (formerly Northern Pacific Railway Company) right of way lying in the NE ¼ of Section 7, Township 139 North, Range 48 West of the 5th P.M., Cass County, North Dakota, described as follows:

Commencing at the Northwest corner of said NE ¼; thence South 01 degree 59 minutes 49 seconds East along the West line of said NE ¼ for a distance of 607.09 feet to a point on the South right of way line of said The Burlington Northern and Santa Fe Railway Company; thence South 87 degrees 31 minutes 34 seconds East along said South right of way line of said The Burlington Northern and Santa Fe Railway Company for a distance of 641.42 feet to a point on the West right of way line of Fourth Street South in the City of Fargo; thence North 02 degrees 28 minutes 26 seconds East along the West right of way line of said Fourth Street South, for a distance of 75.50 feet to the Point of Beginning; thence North 87 degrees 31 minutes 34 seconds West parallel to said South Railway right of way line for a distance 360.00 feet; thence North 02 degrees 28 minutes 26 seconds East parallel to the West right of way line of said Fourth Street South for a distance of 76.32 feet to a point on a line lying 50.00 feet South of and parallel to the centerline of the Eastbound Mainline Track of said The Burlington Northern and Santa Fe Railway Company; thence Southeasterly along a curve to the left (R=9,133.00 feet, Delta = of 00 degrees 42 minutes 23 seconds) tangent to a bearing of South 87 degrees 31 minutes 34 seconds East and parallel and 50.00 feet South of to the centerline of said The Burlington Northern and Santa Fe Railway Company Eastbound Mainline Track for an arc distance of 112.60 feet; thence South 88 degrees 13 minutes 57 seconds East parallel to and 50.00 feet South of the centerline of said The Burlington Northern and Santa Fe Railway Company Eastbound Mainline Track for a distance of 247.42 feet to a point on the West right of way line of said Fourth Street South in the City of Fargo; thence South 02 degrees 28 minutes 26 seconds West along said West right of way line a distance of 80.06 feet to the Point of Beginning.

LESS the east 4.0 feet of Parcel B described as follows:

A portion of 4th Street Right of Way, Warranty Deed, Document Number 1558037, on file in the office of the County Recorder, Cass County, North Dakota, to wit:

A portion of the NE 1/4 of Section 7, Township 139 N, Range 48 W, of the 5th Principal Meridian, County of Cass, State of North Dakota, described as follows:

Commencing at the N 1/4 corner of Section 7; thence southerly along the 1/4 line of Section 7, S01 deg. 59 min. 58 sec. E a distance of 570.09 feet to a point on the survey centerline of US 10; thence easterly along the survey centerline of US 10, S 87 deg. 33 min. 11 sec. E a distance of 640.35 feet; thence N 02 deg. 26 min. 49 sec. E a distance of 37.75 feet to the point of beginning; thence N 02 deg. 23 min. 00 sec. E a distance of 88.56 feet; thence S 88 deg. 07 min. 13 sec. E a distance of 4.06 feet; thence S 02 deg. 28 min. 30 sec. W along the existing westerly right of way of 4th Street South a distance of 88.60 feet; thence N 87 deg. 33 min. 11 sec. W along the existing northerly right of way of US 10 a distance of 3.92 feet to the point of beginning.

Said parties have caused the same to be surveyed and platted as LAKE AGASSIZ ADDITION to the City of Fargo, Cass County, North Dakota, and do hereby dedicate to the public, for public use, the Avenues and Streets as shown on the plat. Said plat of LAKE AGASSIZ ADDITION contains 47,015 square feet more or less.

OWNER: Lot 1, Block 1
City of Fargo, North Dakota

_____
Timothy J. Mahoney, Mayor

Attest: _____
Angie Bear, Deputy Auditor on behalf of City Auditor

State of North Dakota)
) SS
County of Cass)

On this _____ day of _____, 20____, before me, a notary public within and for said county and state, personally appeared Timothy J. Mahoney and Angie Bear, known to me to be the persons described in and who executed the foregoing instrument and acknowledged that they executed the same as their free act and deed on behalf of the City of Fargo.

Notary Public _____

OWNER: Lot 2, Block 1
Lake Agassiz Regional Development Corporation

Amber Metz, Executive Director

STATE OF NORTH DAKOTA)
) SS
COUNTY OF CASS)

On this 6th day of May, 2026, before me, a Notary Public with and for said County and said State, personally appeared Amber Metz, Executive Director, Lake Agassiz Regional Development Corporation, to me known to be the person described in and who executed the same as a free act and deed.

Notary Public

MIRANDA WOLF
Notary Public
State of North Dakota
My Commission Expires May 18, 2027

MORTGAGEE: Old National Bank
Ryan Rued, Business Banking Relationship Manager on behalf of Old National Bank

STATE OF NORTH DAKOTA)
) SS
COUNTY OF CASS)

On this 8th day of May, 2026, before me, a Notary Public with and for said County and said State, personally appeared Ryan Rued, to me known to be the person described in and who executed the same as a free act and deed.

Notary Public

MIRANDA WOLF
Notary Public
State of North Dakota
My Commission Expires May 18, 2027

SURVEYOR'S CERTIFICATE AND ACKNOWLEDGEMENT

I, Dain K. Erickson, Professional Land Surveyor under the laws of the State of North Dakota do hereby certify that the attached plat is a true and accurate representation of the survey of said subdivision and all distances shown on said plat are correct; that the monuments for the guidance of future surveys have been correctly placed in the ground as shown.

Dain K. Erickson, Professional Land Surveyor
North Dakota License Number LS-5582

REGISTERED LAND SURVEYOR
DAIN K. ERICKSON
LS-5582
Date 4/21/2026
NORTH DAKOTA

STATE OF NORTH DAKOTA)
) SS
COUNTY OF CASS)

On this 21st day of April, 2026 before me, a Notary Public with and for said County and said State, personally appeared Dain K. Erickson, Professional Land Surveyor, to me known to be the person described in and who executed the same as a free act and deed.

Notary Public

KRISTI NICHOLSON
Notary Public
State of North Dakota
My Commission Expires June 21, 2027

CITY ENGINEER'S APPROVAL

Approved by the City Engineer this _____ day of _____, 20___.

_____
Tom Knakmuhs, PE, City Engineer

STATE OF NORTH DAKOTA)
) SS
COUNTY OF CASS)

On this _____ day of _____, 20___, before me, a Notary Public with and for said County and said State, personally appeared Tom Knakmuhs, PE, City Engineer, City of Fargo, to me known to be the person described in and who executed the same as a free act and deed.

_____
Notary Public

FARGO PLANNING COMMISSION APPROVAL

Approved by the City of Fargo Planning Commission this 5th day of May, 2026

Maranda R. Tasa, Chair
Fargo Planning Commission

STATE OF NORTH DAKOTA)
) SS
COUNTY OF CASS)

On this 5th day of May, 2026 before me, a Notary Public with and for said County and said State, personally appeared Maranda R. Tasa, City of Fargo Planning Commission Chair, to me known to be the person described in and who executed the same as a free act and deed.

Notary Public

MIRANDA WOLF
Notary Public
State of North Dakota
My Commission Expires May 18, 2027

FARGO CITY COMMISSION APPROVAL

Approved by the Board of City Commissioners and ordered filed this _____ day of _____, 20_____

_____
Timothy J. Mahoney, Mayor

Attest: _____
Angie Bear, Deputy Auditor on behalf of City Auditor

State of North Dakota)
) SS
County of Cass)

On this _____ day of _____, 20____, before me, a notary public within and for said county and state, personally appeared Timothy J. Mahoney and Angie Bear, known to me to be the persons described in and who executed the foregoing instrument and acknowledged that they executed the same as their free act and deed on behalf of the City of Fargo.

Notary Public _____

Notary Public _____

Apex Engineering Group
FARGO, ND

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City of Fargo Staff Report			
Title:	Lost Creek First Addition	**Date:**	4/30/2026 5/21/2026
Location:	6685 57th Street South; 5120 64th Avenue South	**Staff Contact:**	Donald Kress, planning coordinator
Legal Description:	Portion of the Northwest Quarter of Section 9, T138N, R49W of the Fifth Principal Meridian, Cass County, North Dakota.		
Owner(s)/Applicant:	JB Real Estate Investments, LLC; Tones, LLC; City of Fargo / EagleRidge Development	**Engineer:**	Bolton & Menk
Entitlements Requested:	**Major Subdivision** (plat of portion of Northwest Quarter of Section 9, T138N, R49W of the Fifth Principal Meridian, Cass County, North Dakota) **Zone Change** (from AG, Agricultural to SR-4, Single-Dwelling Residential, SR-5, Single-Dwelling Residential, MR-3, Multi-Dwelling Residential with a C-O, Conditional Overlay, Conditional Overlay, and P/I, Public and Institutional)		
Status:	City Commission Public Hearing: 26th, 2026		

Existing		**Proposed**
Land Use: Undeveloped		**Land Use:** Single-Dwelling Residential; Multi-Dwelling Residential; Stormwater Facility, Public Park
Zoning: AG, Agricultural;		**Zoning:** SR-4, Single Dwelling Residential; SR-5, Single-Dwelling Residential; MR-3, Multi-Dwelling Residential with Conditional Overlay; P/I, Public/Institutional
Uses Allowed: AG – Agricultural. Allows detached houses, parks and open space, safety services, basic utilities, crop production, and certain telecommunications facilities.		**Uses Allowed:** SR-4, Single Dwelling Residential Allows detached houses, daycare centers up to 12 children, attached houses, duplexes, parks and open space, religious institutions, safety services, schools, and basic utilities; SR-5 Single Dwelling Residential Allows detached houses, attached houses and duplexes, daycare centers, parks and open space, religious institutions, safety services and basic utilities. MR-3, Multi-Dwelling allows detached houses, attached houses, duplexes, multi-dwelling structures, group living, daycare centers up to 12 children or adults, parks and open areas, religious institutions, safety services, schools, and basic utilities, and certain telecommunications facilities **with conditional overlay that provides additional development standards** P/I, Public Institutional Allows colleges, community service, daycare centers of unlimited size, detention facilities, health care facilities, parks and open space, religious institutions, safety services, schools, offices,

		commercial parking, outdoor recreation and entertainment, industrial service, manufacturing and production, warehouse and freight movement, waste related use, agriculture, aviation, surface transportation, major entertainment events, basic utilities, and certain telecommunications facilities.
Maximum Density Allowed (Residential): AG --1 dwelling unit per 10 acres.		**Maximum Density Allowed:** SR-4 12.1 dwelling units per acre. SR-5 14.5 dwelling units per acre MR-3 24 dwelling units per acre Residential uses are not allowed in the P/I zone.

Proposal:

PROJECT HISTORY NOTE: A large-scale concept of this project was presented to the Planning Commission at their February 3rd, 2026 meeting as an informational (non-hearing) item. The specific plat and zone change were not discussed. Staff made a presentation and responded to questions from the Commission. The applicant addressed the Commission and responded to questions from the Commission. Neither staff nor the Commission made a recommendation.

ZONING NOTE: This project was advertised as including a zone change from AG, Agricultural to AG, Agricultural. An earlier version of this plat included an AG-zoned lot, but no AG-zoned lots are included in this version of the plat.

The applicant requests two entitlements:

1. A major subdivision, entitled **Lost Creek First Addition**, plat of a portion of Northwest Quarter of Section 9, T138N, R49W, of the Fifth Principal Meridian, Cass County, North Dakota; and

2. A zone change from AG, Agricultural to SR-4, Single-Dwelling Residential, SR-5, Single-Dwelling Residential, MR-3, Multi-Dwelling Residential with a C-O, Conditional Overlay, and P/I, Public and Institutional

This project was reviewed by the City's Planning and Development, Engineering, Public Works, and Fire Departments ("staff"), whose comments are included in this report.

Surrounding Land Uses and Zoning Districts:

- North: AG; City of Fargo-owned stormwater facility
- East: AG; City of Fargo-owned stormwater facility and privately owned undeveloped
- South: AG; undeveloped
- West: across Veterans Boulevard South is City of Horace

Context:

Schools: The subject property is located within the West Fargo School District and is served by Deer Creek Elementary, Heritage Middle and Horace High schools.

Neighborhood: The subject property is not located in a named neighborhood.

Parks: There are no Fargo Parks within a half-mile of the subject property. The developer will convey two lots to the Fargo Park District:

Block	Lot	Purpose
4	2	Connect to shared use path in Lot 14, Block 4
4	13	Public park

Pedestrian / Bicycle: See "SHARED USE PATH CONNECTIVITY" below.

Transit/MATBUS: The subject property is not on a MATBUS route.

Staff Analysis:

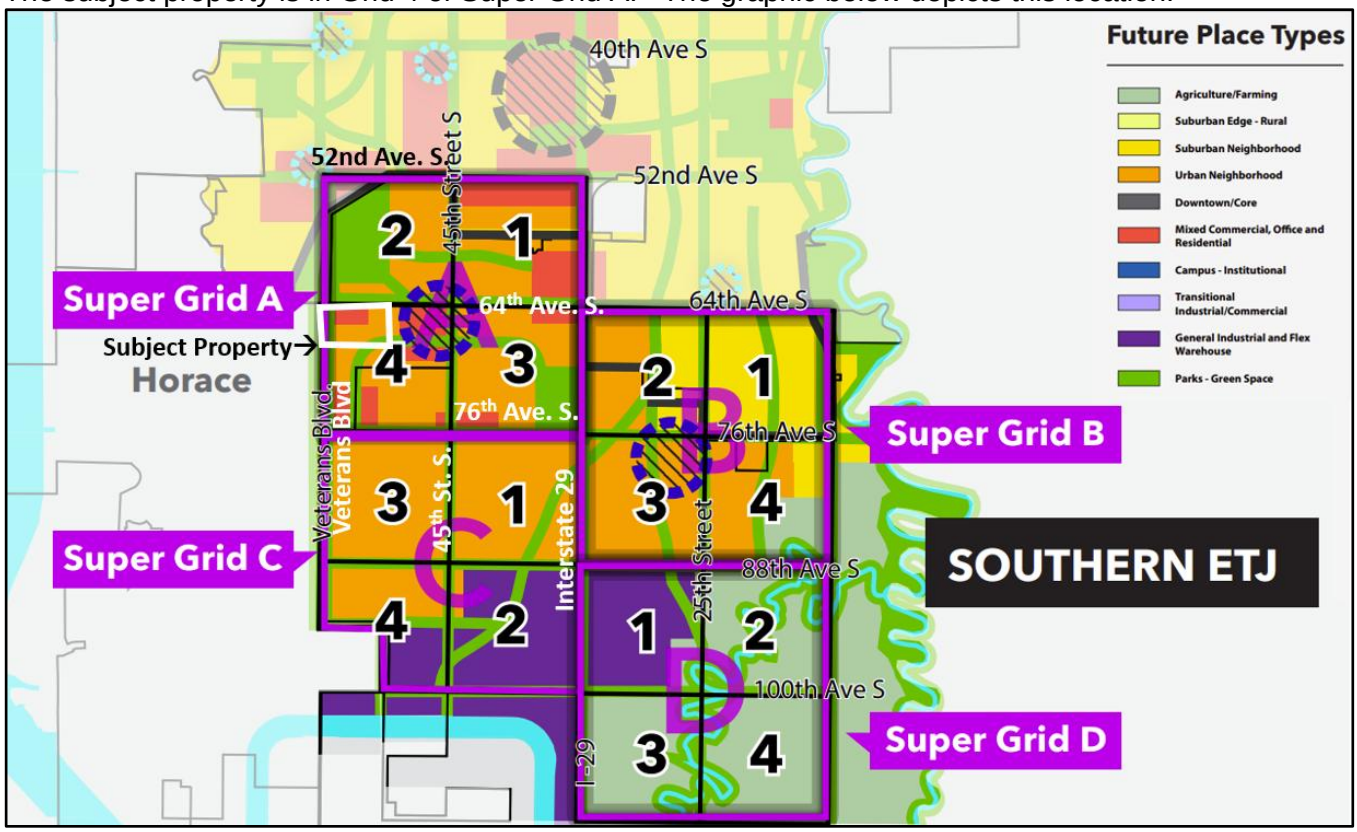
The applicant proposes a 104.84 acre, 193 lot subdivision of a portion of the Northwest Quarter of Section 9, Township 138 North, Range 49 West. This property was annexed into the City in 2006 as part of a larger annexation for the purpose of defining regional growth limits when negotiating with West Fargo. No paved streets or City services were extended to this property at that time.

The subject property is located along the south side of 64th Avenue South and the east side of Veterans Boulevard (formerly known as 57th Street South). Zoning will allow both single-family and multi-family housing types. The applicant's narrative describing the project is attached.

This development is part of a larger plan to develop the entire west half of Section 9, from 64th Avenue South to 76th Avenue South. The concept master plan is attached for the Commission's reference; the Commission is not taking action on the master plan.

GROWTH PLAN 2024—DEVELOPMENT GRID

The subject property is in Grid 4 of Super Grid A. The graphic below depicts this location.



NOTE: Though this map is labeled "Southern ETJ," in the Growth Plan, much of Super Grid A, including the subject property, is already within city limits,

GROWTH PLAN 2024—TIMING OF DEVELOPMENT

The chart below identifies the existing and proposed development in the four Growth Grids of Super Grid A, and the percentage of each Growth Grid that has been developed.

- "Proposed Development" means a development for which the City has reviewed a proposed development plan of subdivision, zoning, and, if necessary, annexation.
- Percentages calculated based on acres developed / total acres in Growth Grid

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GROWTH GRID	EXISTING DEVELOPMENT	PROPOSED DEVELOPMENT	APPROXIMATE PERCENT DEVELOPED
1	Sports Center; multi-family residential; retail, restaurant, office along and south of 52nd Avenue South	None at this time	50
2	"Lake Fargo" stormwater facility	None at this time	20 (stormwater facility only-no residential or commercial)
3	North Dakota State College of Science; Capstone Academy	Covey Ranch Third Addition---single-family, multi-family, and commercial development	10
4	None	Lost Creek First Addition	0

Only Growth Grid 1 in Super Grid A has achieved even 50 percent development. This development, which is proposed in Growth Grid 4, is on the opposite side of Super Grid A from the development in Growth Grid 1, and is not contiguous with Growth Grid 1. Thus, this development is considered premature based on the Growth Grid process of preferred geographic sequencing for orderly growth described in the Growth Plan (pages 78-80).

GROWTH PLAN 2024—FUTURE PLACE TYPE

Fargo Growth Plan 2024 designates the future place type of the area of the proposed development as "Urban Neighborhood" and "Mixed Commercial, Office, and Residential." Primary and secondary uses within these place types are shown in the excerpt from the Growth Plan below:

	PRIMARY USES	SECONDARY USES
Urban Neighborhood	Small lot single-family detached housing, duplex	Triplex, quadplex, townhomes (with limited massing up to ten units per building), pockets of multi-family structures, places of worship, schools, daycare centers, home offices, neighborhood-scale retail and services
Mixed Commercial, Office, and Residential	Commercial/ retail, distribution, warehousing, wholesaling, offices, flex buildings	Flex Warehouse, Multi-family residential

The proposed zoning and development for this development are generally consistent with these place type designations.

SOUTHWEST METRO REGIONAL STORM WATER POND LAND USE AMENDMENT

The subject property is included in the Southwest Metro Regional Storm Water Pond Land Use Amendment (2021). That plan designates the proposed land uses on the subject property as Open Recreation Related Space, Medium Density Residential, High Density Residential, and Commercial.

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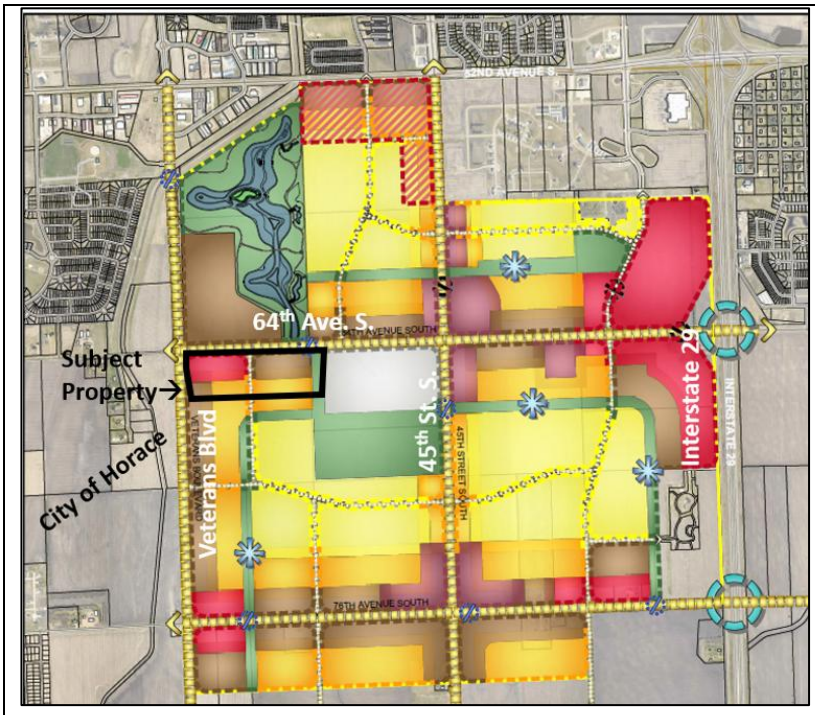

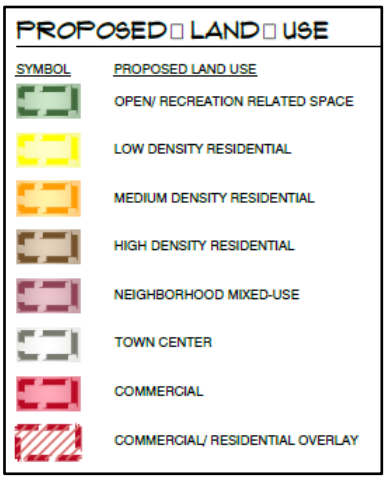

The proposed zoning and land uses for this development are generally consistent with these land use designations.

SUBDIVISION AND ZONE CHANGE

The subdivision covers 104.84 acres and will create 193 lots, to be zoned as shown in the chart below.

BLOCK	LOTS	ZONING	LAND USE	COMMENT
1	1	MR-3	Multi-Dwelling Residential	With Conditional Overlay
2	1	MR-3	Multi-Dwelling Residential	With Conditional Overlay
2	2-11	SR-4	Single-Dwelling Residential (detached)	
3	1	MR-3	Multi-Dwelling Residential	With Conditional Overlay
3	2-13	SR-4	Single-Dwelling Residential (detached)	
4	1	MR-3	Multi-Dwelling Residential	With Conditional Overlay
4	2	P/I	Public Park	Developer to convey to Fargo Park District
4	3-12	SR-4	Single-Dwelling Residential (detached)	
4	13	P/I	Public Park	Developer to convey to Fargo Park District
4	14	P/I	Stormwater facility	This lot is owned by City of Fargo
5	1-18	SR-4	Single-Dwelling Residential (detached)	
6	1-20	SR-4	Single-Dwelling Residential (detached)	
7	1-5 and 7-31	SR-4	Single-Dwelling Residential (detached)	
7	6	P/I	Park/Shared Use Path Connection	
8	1-5 and 7-30	SR-4	Single-Dwelling Residential (detached)	
8	6	P/I	Park/Shared Use Path Connection	

9	1-26	SR-4	Single-Dwelling Residential (detached)	
10	1-26	SR-4	Single-Dwelling Residential (detached)	
11	1-3	SR-5	Single-Dwelling Residential	May be attached townhomes

SR-4 Zoned Lots: The 181 SR-4 zoned lots range in size from 6,000 square feet to over 27,000 square feet. Most lots are in the 6,200 to 8,500 square foot range. Lot widths range from 48 to over 80 feet, with most widths in the 50-70 foot range. All SR-4 zoned lots meet the minimum required lot area of the SR-4 zone of 3,600 square feet and minimum lot width of 34 feet. The developer intends these lots for detached single dwelling residences.

SR-5 Zoned Lots: The lot size and maximum number of units for the three SR-5 zoned lots are shown in the chart below. A maximum of 36 units could be developed. Residences may be attached townhomes.

BLOCK	LOT	AREA (Acres)	SR-5 MAX DENSITY	MAXIMUM UNITS
11	1	1.01	14.5 dwelling units per acre	14
11	2	0.85	14.5 dwelling units per acre	12
11	3	0.74	14.5 dwelling units per acre	10

MR-3 Zoned Lots and Conditional Overlay: The lot size and maximum number of units for the four MR-3 zoned lot are shown in the chart below. A maximum of 482 units could be developed. These lots are intended for multi-dwelling development

BLOCK	LOT	AREA (Acres)	MR-3 MAX DENSITY	MAXIMUM UNITS
1	1	6.79	24 dwelling units per acre	162
2	1	3.92	24 dwelling units per acre	94
3	1	3.82	24 dwelling units per acre	91
4	1	5.63	24 dwelling units per acre	135

The conditional overlay (C-O) on the MR-3 zoned lot provides development standards consistent with other recently-adopted conditional overlays for MR-3 zoned properties. A copy of the draft C-O is attached.

P/I Zoned Lots: The five P/I zoned lots are intended for a public park and stormwater detention facility, These lots will be owned as noted in chart above.

ACCESS: The lots will be accessed by way of dedicated public streets. Necessary rights of way will be dedicated with the plat, as shown in the chart below.

STREET	CLASSIFICATION	COMMENT
Creekside Boulevard South	Local	
52nd Street South	Local	
53rd Street South	Local	
Lost Creek Boulevard South	Collector	
54th Street South	Local	
55th Street South	Local	
56th Street South	Local	
Veterans Boulevard South	Arterial	100-foot right of way dedication depicted on the subdivision plat. This street was formerly identified as 57th Street South.
64th Avenue South	Arterial	100-foot right of way dedication depicted on the subdivision plat
65th Avenue South	Local	
66th Avenue South	Local	
68th Avenue South	Local	

ANALYSIS, TIMELINE and CONTEXTUAL CONSIDERATIONS:

NEGATIVE ACCESS EASEMENTS: The negative access easements (NAE's) depicted on the plat are intended to manage access along arterial streets and along local and collector streets near intersections with arterial streets. These NAE's reinforce the City's access spacing regulations.

SHARED USE PATH CONNECTIVITY: Four shared use path routes are proposed as part of this development:

- A 10-foot wide off-road shared use path will be installed along the 64th Avenue South and Veterans Boulevard rights of way, as is the City's practice along arterial streets.
- A shared use path is planned for Lot 14, Block 4 adjacent to the drainage channel. A connection to this path from Creekside Boulevard South will be by way of a 60-foot wide access, Lot 2, Block 4, which will be owned and maintained by the Park District. (Lot 14, Block 4 is owned by the City).
- A shared use path along 66th Avenue South, crossing Blocks 7 and 8, will connect the west side of the subdivision to the path along the drainage channel.
- A shared use path along 68th Avenue South, connecting the west side of the subdivision with the public park on Lot 13, Block 4.

Development of these shared use paths requires coordination between City staff, Fargo Park District, and the developer.

Future phases of this development are intended to include additional shared use path connections.

EXTENSION OF 64th AVENUE SOUTH AND CITY UTILITIES: 64th Avenue South as a paved street, and the City water and sewer lines within that street right of way, currently terminate at 45th Street South, which is one-half mile east of the development.

In order to service the development, 64th Avenue will have to be extended through that half-mile of undeveloped area. The north side of this undeveloped half-mile is not annexed into the City.

Cass Rural Water has a water line in Veterans Boulevard; a City water line would need to be extended along 64th Avenue South to the subject property to create a water line loop.

A sanitary sewer line would also need to be extended along 64th Avenue South to the development. An easement for a sanitary sewer lift station is provided in Lot 1, Block 4. The project master plan is the basis for an overall sanitary sewer master plan.

Storm sewer is provided to the subject property as part of the Southwest Metro Regional Storm Water Pond

TIMING INFRASTRUCTURE INSTALLATION: Infrastructure cannot be installed in 64th Avenue and Veterans Boulevard until 2027, at the earliest. Currently there are no definitive timelines for improving either 64th Avenue South or Veterans Boulevard. Infrastructure can be installed in the subdivision concurrently or after 64th Avenue and Veterans Boulevard construction.

SIDEWALK AND BOULEVARD MAINTENANCE: Sidewalk and boulevard maintenance along arterial streets will be the responsibility of the adjacent property owners, not the City of Fargo.

RELATIONSHIP WITH CITY OF HORACE REGARDING VETERANS BOULEVARD: The City of Fargo and City of Horace are currently negotiating a memorandum of understanding regarding the construction, maintenance, and operation of Veterans Boulevard (previously identified as 57th Street South). To become effective, this MOU will need to be approved by both the Fargo City Commission and the Horace City Council.

RESIDENTIAL CONSTRUCTION: Infrastructure must be in place prior to residential construction. The City does not grant early building permits for residential construction. Home construction could start after the substantial completion of the neighborhood infrastructure, which could be as soon as late fall 2027. Residences will not be completed until 2028

SERVICING THIS AREA: The subject property was annexed into the City in 2006 as part of a larger annexation along the western boundary of Fargo's extra-territorial jurisdiction, and this area has since been in the city limits though somewhat remote from the main area of Fargo. No City utilities or paved streets were provided to this area at the time of annexation, and no development was undertaken. This is a different process from what the City generally does today, which is to annex property only when it is contiguous to the City; where City utilities and paved roads can be extended into the annexed area from existing utility lines and roads; and when the property to be annexed is ready to develop and development has been proposed.

As a result of this premature annexation, some services cannot be provided at this time to the area of the subject property, as noted below:

PLOWING SNOW ON PUBLIC STREETS: At this time, the Public Works department is not staffed or funded to expand their area of responsibility for plowing snow while still meeting a 24-hour time frame for snow removal response. This time frame is an adopted protocol based on City Commission expectations. Additional allocations of staff and funding for the Public Works Department are not currently planned. The public works budget items will be discussed as the project proceeds through the platting and city budgeting process.

POLICE RESPONSE: At this time, the police department's ratio of officers per thousand population is 1.4. The police department is targeting a ratio of 1.6 officers per thousand population. The Police Department does not believe the Department can catch up until expansion is slowed or sufficient budgetary funding is provided. Additional allocations of staff and funding to improve the officers-per-thousand-residents ratio, or to build a police substation on the south side, are not currently planned.

CAPACITY OF WEST FARGO PUBLIC SCHOOLS: The subject property is within the West Fargo Public School District. The district's administration stated to Planning staff that the area of the subject property has not yet been included in their analysis of future student population, so capacity to accommodate a large number of students at all grade levels in this area is not yet built into the school district's population modeling and facility master plans. The school district reminded the city staff that part of the High School feeder system that this school would be located in includes a proposed school in Horace city limits. Recently the bond required to approve that school failed to receive a supportive public ballot vote. A letter from the district's administration with more detailed comments is attached.

SOUTHERN VALLEY FIRE DISTRICT LAWSUIT: There is a pending lawsuit against the City of Fargo from Southern Valley Fire District. The outcome of this lawsuit could impact whether the properties within the area of this lawsuit, including this development, will be served by Fargo Fire or Southern Valley Fire. Property taxes and response times could be affected.

ACTION AT THE MAY 5th, 2026 PLANNING COMMISSION

At the May 5th, 2026, Planning Commission, the Commission heard a presentation from City staff, including Planning, Public Works, and Finance, as well as from West Fargo Public School District.

Staff made the following points:

- The development of this vacant tract, has a unique development trajectory than typical, as the subject property was annexed into the City in 2006 based on extraterritorial jurisdictional legislative tactics at the time. Regardless, no City services were extended to this property and no development was proposed at the time, nor has the city completed utility servicing plans and regional planning for the area quite yet. Typically, in recent years, property would need to be annexed through a developer request before initiating the development review and entitlement

processes. Initiating development through annexation methods would give staff more upfront planning time and commission approval processes.

- The subject property is almost entirely surrounded by farmland; there are no natural or man-made barriers to wind. This means that during the winter, even if there no actual blizzard, Public Works will be challenged to keep 64th Avenue South from 45th Street South to the development, as well as streets within the development, open while still maintaining the level of service in the rest of the City that has come to expect. This situation could compromise emergency service access.

- Many services that the City provides are funded by the general fund. Due to recent action by the North Dakota legislature, growth of City property tax revenues is capped at three percent of the previous year's total, and ability to raise the mill levy is effectively eliminated. This cap severely limits the City's ability to respond to changes in demand for services.

- The City has to provide services to the development when certificates of occupancy are issued for the residences—referred to as "Day One"--- but, due to the City's two-year property tax exemption on new residences, the City will not receive the full property tax from the residences until that exemption expires, two years after the certificates of occupancy have been issued.

- Growth of the departments that provide City services has not always kept pace with the physical growth of the City in recent years due to budget limitations.

- 64th Avenue South is currently unimproved west of 45th Street South. Part of the Southwest Metro Stormwater Pond project, which is scheduled to be completed this summer, is grading and graveling 64th Avenue South from 45th Street South to Veterans Boulevard. Currently there are no plans to pave this stretch of 64th Avenue South.

- The City of Fargo and City of Horace have been working on a memorandum of understanding (MOU) regarding the development of the Veterans Boulevard corridor all the way south to 100th Avenue South. (*This MOU is also referred to above*)

The Commission heard a presentation from a representative of the West Fargo Public School District. The representative made the following points:

- Discussed the current capacity of the elementary schools in the southern tier of the district, including areas in Fargo, West Fargo, and Horace. Some new students could be accommodated with the current capacity. However, additional classroom space will be needed if there will be continued growth in this area. The current 5-year capital construction plan does not include the addition of new elementary classroom space.

- The current five-year capital construction plan increases the capacity at Heritage Middle School and Horace High School, which would serve the middle school and high school students living in the proposed Lost Creek development.

The Commission also heard a presentation from the applicant, who made the following points:

- The applicant referred to a laydown item he had provided to the Commission. A copy of this item is attached.

- The City has made a substantial investment in growth in this area, such as the Southwest Metro Stormwater Pond, improving 45th Street South down to 76th Avenue South; improving 64th Avenue South over Interstate 29 to 45th Street South; a new fire station on 64th Avenue South on the east side of Interstate 29, and the planned 64th Avenue interchange with Interstate 29. This project is close to City services.

- The development will provide a variety of housing types—multi-family, townhomes, and single-family lot sizes between 50 and 70 feet wide.

- The completed project will provide approximately $250 million in property taxes to the City.

- Concerned that if the City adopts a completely linear approach to development based on the growth plan, in which one grid within a super-grid would have to be completely developed before development in the next grid could begin, a single landowner could halt growth in the rest of the super-grid if that owner were not ready to develop.

- It will be at least two years until residences are established in the development.

- At this time, there are only about 125 available lots in Fargo, plus approximately 130 more coming next year with the next phase of Selkirk Place Fourth Addition.

One person testified in favor of the project and made the following points:

- A healthy inventory of available residential lots in two years' supply. Currently there is about a three months' supply of available lots.

- There are many steps between approval of this project and actual construction of residencies, but the first step of approval has to be taken before any other of those steps can occur.

In response to the points made by staff, the applicant, and the testifier, the Planning Commission made the following points:

- It should be up to City staff to determine when this project is ready to go forward.

- There is a need for housing. Development within a super-grid should not be "hamstrung" by the fact that the grids within the super-grid do not develop at the same rate.

- There was a difference of opinion among the Commissioners as to whether or not this project should be considered "leap-frog" development (that is, development that requires a significant extension of City services through undeveloped territory to reach the project site).

- The Planning Commission has been told that questions about financing, budgeting, and provision of City services for developments are outside of the Commission's purview.

- If the development is denied, the City may lose an opportunity to build up an inventory of available residential lots that could take some years to recapture.

- The City Commission must have the discussion regarding the budget-related questions for this project.

After hearing all the presentations and testimony, the Planning Commission voted to recommend approval of the project to the City Commission by a vote of 7-2 with two Commissioners absent. The motion is stated below.

FINDINGS:

Zone Change:

Section 20-0906. F (1-4) of the LDC stipulates the following criteria be met before a zone change can be approved:

1. Is the requested zoning change justified by a change in conditions since the previous zoning classification was established or by an error in the zoning map?

The property is currently zoned AG, Agricultural. The proposed zoning of SR-4, SR-5, and MR-3 with conditional overlay will allow the proposed single-family and multi-family development. The conditional overlay for the MR-3 zoned properties will provide building and site design standards. The proposed P/I zoning will accommodate the proposed public park and trail connection lots as well as the City of Fargo

owned lot for the drainage course. The proposed zoning aligns with the area plan and growth plan related to future land use designations. **(Criteria Satisfied)**

2. **Are the City and other agencies able to provide the necessary public services, facilities, and programs to serve the development allowed by the new zoning classifications at the time the property is developed?**
City staff and other applicable review agencies have reviewed this proposal and at this time are unable to provide the necessary public services, facilities, and programs to serve the development. Specifically, the City's Public Works and Police Departments cannot provide the required level of service at this time or in the foreseeable future to this area, and public school capacity for students who would live in this area has not yet been established by West Fargo Public School. Developing that capacity will take some time and more information about the future related public agency budgets status as related to general fund growth limitations will need to be explored during the remainder of 2026. Additionally, response time for fire protection faces an uncertain future based on the pending lawsuit noted above.

Staff has spent much attention on future budgeting needs as it relates to budget growth limitations due to rising costs of construction and maintenance. Staffing growth and resources has remained the same or been reduced over recent years without the increase to serve and build to accommodate growth. The 2024 Growth Plan lays out the Future Place Types, Growth Centers and Growth Grid, and the supporting guidance for financial resource analysis specifically in pages 112-121 of the plan. In staff's perspective there are too many uncertainties to future revenues. Staff recognizes the developer's needs and the housing market and supply challenges our region faces. But that at this time the future remains too uncertain as the city explores new development tools and forecasts constraints.

While there is already considerable investment in the area with regional stormwater improvements, there are other resource development and investments not yet accumulated to assemble for deployment in this area.
(Criteria NOT Satisfied)

3. **Will the approval of the zoning change adversely affect the condition or value of the property in the vicinity?**
Staff has no evidence to suggest that this zoning change would adversely affect the condition or value of the property in the vicinity. Based on typical development patterns, the surrounding value would increase in condition and value and spur more development. Written notice of the proposal was sent to all property owners within 300 feet of the subject property. To date, Planning staff has received no comments or inquiries about the project. Staff finds that the approval of the zoning change will not adversely affect the condition or value of the property in the vicinity. **(Criteria satisfied)**

4. **Is the proposed amendment consistent with the purpose of this LDC, the Growth Plan, and other adopted policies of the City?**
The LDC states "This Land Development Code is intended to implement Fargo's Comprehensive Plan and related policies in a manner that protects the health, safety, and general welfare of the citizens of Fargo." The proposed development is considered premature based on the Growth Grid process of preferred geographic sequencing for orderly growth described in the Growth Plan. The proposed development is not consistent with the City's policies concerning providing adequate street maintenance, police protection, and public school capacity to any new subdivision. Additionally, response time for fire protection faces an uncertain future based on the pending lawsuit noted above. The inability to provide these services may negatively affect the public's health, safety, and welfare. Focusing resources on these proposed growth patterns will detract resources or growth needed in existing already-developed areas of the city. **(Criteria NOT satisfied)**

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Subdivision

The LDC stipulates that the following criteria are met before a major plat can be approved:

- **Section 20-0907.C.1 (Development Review Procedures—Subdivisions—Major Subdivisions) of the LDC stipulates that no major subdivision plat application will be accepted for land that is not consistent with an approved Growth Plan or zoned to accommodate the proposed development.**

The proposed development is not consistent with the Growth Plan as the development is considered premature based on the Growth Grid process of preferred geographic sequencing for orderly growth described in the Growth Plan. As noted in the Zone Change findings above, changing this property from the current zoning of AG, Agricultural to zones which would allow entitlements and development is not supported at this time. In accordance with Section 20-0901.F of the LDC, notices of the proposed plat have been sent out to property owners within 300 feet of the subject property. To date, Planning staff has received no citizen comments or inquiries about the project. **(Criteria NOT Satisfied)**

- **Section 20-0907.B.4 of the LDC further stipulates that the Planning Commission shall recommend approval or denial of the application and the City Commission shall act to approve or deny, based on whether it is located in a zoning district that allows the proposed development, complies with the adopted Area Plan, the standards of Article 20-06 and all other applicable requirements of the Land Development Code.**

The project has been reviewed by the city's Planning, Engineering, Public Works, Inspections, and Fire Departments and found to meet the standards of Article 20-06 and other applicable requirements of the Land Development Code. However, as noted in the Zone Change findings above, changing this property from the current zoning of AG, Agricultural to zones which would allow development and require deployment of resources that are not yet acquired is not supported.
(Criteria NOT Satisfied)

- **Section 20-0907.C.4.f of the LDC stipulates that in taking action on a Final Plat, the Board of City Commissioners shall specify the terms for securing installation of public improvements to serve the subdivision.**

Any public improvements associated with the project (whether rehabilitation of existing infrastructure or new proposed improvements) will be funded in accordance with the City's Infrastructure Funding Policy, which may include the use of special assessments. A corresponding Capital Improvement Plan (CIP) and budget adjustment for Public Works would be needed to support this development to the standards that are required. The development of the agreement with the City of Horace and confidence with the West Fargo School District would need to be confirmed.

During this plat development and coordination with the developer with the development layout, there were scenarios and schematics explored. Staff is seeing a minimization of amenities and neighborhood scale improvements that can be financially supported either publicly or privately. This shows up through boulevard improvements for double fronted lots, small parks and open spaces for the multi-family and access to the parks/trails, and other defining factors for open space. The developer and staff have done a good job balancing the regulations against the layout preferences to develop and create a neighborhood that will be a positive addition to the city. Many of these details are affirmed in the amenities plan, Conditional-Overlay zoning, developer agreement and private covenants.

City staff has developed an amenities plan to define certain aspects of the development, including stormwater, utility connections, and access. This amenities plan will be reviewed and signed by the applicant and reviewed by the Public Works Project Evaluation Committee (PWPEC) prior to the final City Commission hearing for this subdivision, definitions and details are still being developed. If approval is proposed by the Planning Commission, staff would seek conditional approval based on these documents being finalized. A draft amenities plan is attached. **(Criteria NOT Satisfied)**

(continued on next page)

NOTE ON RECOMMENDED MOTIONS:

The Planning Commission recommended approval of this project; staff's recommendation was for denial. Both motions are noted below. At the City Commission meeting, staff will have the draft of both motions available for consideration. It should be noted, that this is a unique predicament as staff is wrestling between the desire to provide residential lots for builders and the immediate challenges of the increasing costs of construction and services. To consider these implications staff suggests the Planning Department obtain direction to proceed with the following next steps. These steps are date uncertain as each item requires collaboration and approval by the various representative authorities:

1. Continue work with City Engineering to finalize and bring back to City Commission for review:
   a. Infrastructure design and costs considerations
   b. Amenities plan and developers' agreements
   c. Special assessment and funding allocation plan for regional and local infrastructure
   d. MOU with City of Horace regarding Veterans Boulevard corridor

2. Continue work with City Finance and City Commission to bring back to City Commission for review:
   a. 2027 budget approval including consideration of Public Works and Police servicing needs

Recommended Motions:

Planning Commission Recommendation: To accept the findings and recommendation of the Planning Commission and hereby waive the requirement to receive the rezoning Ordinance one week prior to the first reading and place the rezoning Ordinance on for first reading and move to approve the proposed 1) zone change from AG, Agricultural to SR-4, Single-Dwelling Residential, SR-5, Single-Dwelling Residential, MR-3, Multi-Dwelling Residential with a C-O, Conditional Overlay, and P/I, Public and Institutional; and 2) plat of **Lost Creek First Addition,** as the proposal does comply with Fargo Growth Plan 2024, Sections 20-0906.F (1-4) and 20-0907 of the Land Development Code and all other applicable requirements of the Land Development Code

Staff's Recommendation: To accept the findings and recommendations of staff and move to **deny** the proposed: 1) zone change from AG, Agricultural to SR-4, Single-Dwelling Residential, SR-5, Single-Dwelling Residential, MR-3, Multi-Dwelling Residential with a C-O, Conditional Overlay, and P/I, Public and Institutional; and 2) plat of **Lost Creek First Addition**, as outlined in the staff report; as the proposal **does not** comply with Fargo Growth Plan 2024, Sections 20-0906.F (1-4) and 20-0907 of the Land Development Code.

Planning Commission Recommendation: May 5th, 2026

At the May 5th, 2026 Planning Commission, that Commission, by a vote of 7-2 with two Commissioners absent, did not accept staff's findings and recommendation and instead approved the motion that "The Planning Commission finds that the proposal does comply with Fargo Growth Plan 2024, Sections 20-0906.F (1-4) and 20-0907 of the Land Development Code and all other applicable requirements of the Land Development Code and moves to recommend approval to the City Commission of the 1) zone change from AG, Agricultural to SR-4, Single-Dwelling Residential, SR-5, Single-Dwelling Residential, MR-3, Multi-Dwelling Residential with a C-O, Conditional Overlay, and P/I, Public and Institutional; and 2) plat of **Lost Creek First Addition."**

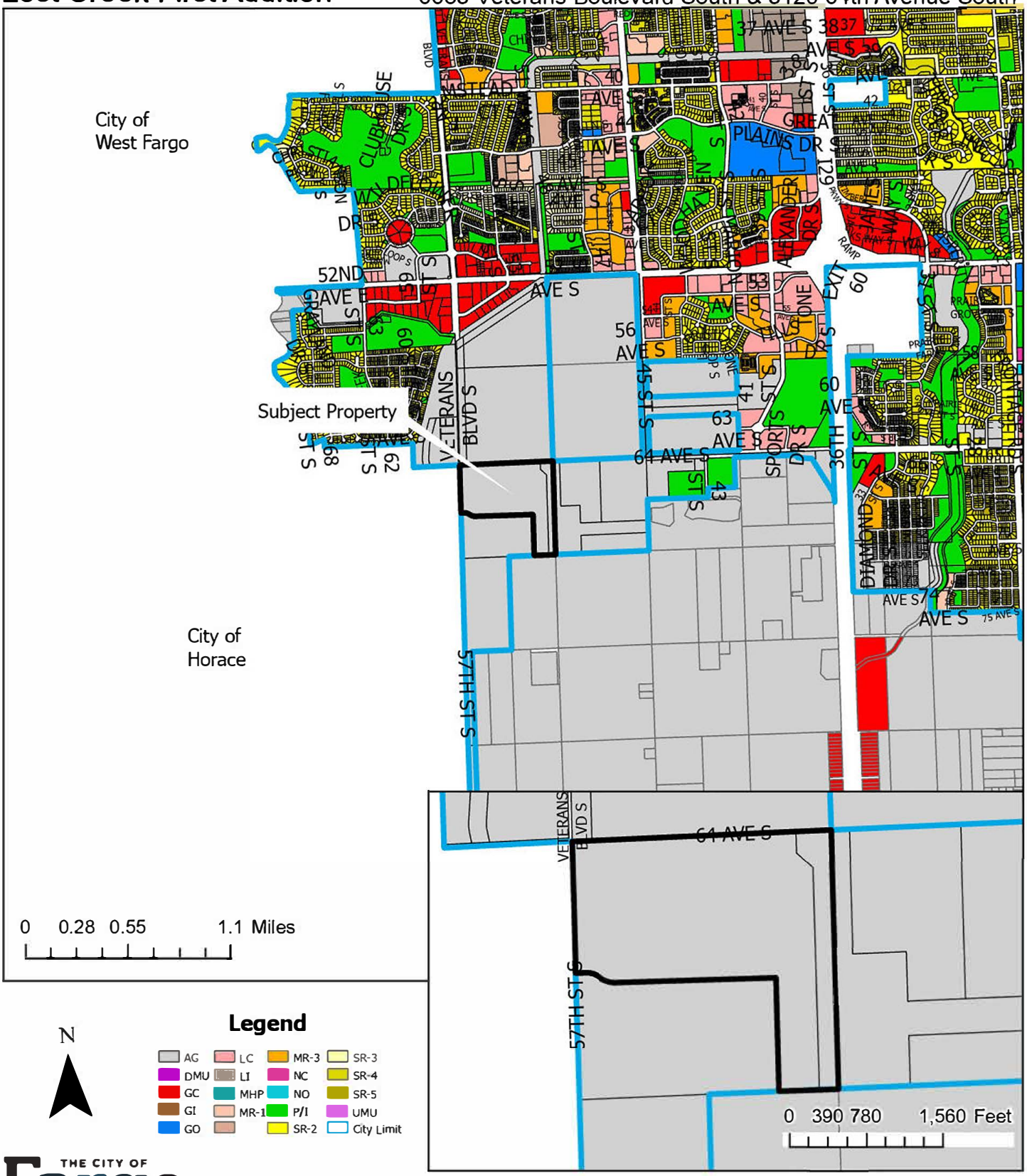
Attachments:

1. Zoning Map
2. Location Map
3. Preliminary Plat
4. Zoning Exhibit (provided by applicant)
5. Draft Conditional Overlay
6. Project narrative
7. Master plan (for reference only)
8. Draft amenities plan
9. Letter from West Fargo Public School's administration
10. Laydown item provided by applicant from May 5th, 2026 Planning Commission hearing

Major Subdivision & Zone Change from AG, Agricultural to SR-4, Single-Dwelling, Residential, SR-5 Single-Dwelling Residential, MR-3 Multi-Dwelling Residential with a C-O, Conditional Overlay; and P/I, Public/Institutional

Lost Creek First Addition

6685 Veterans Boulevard South & 5120 64th Avenue South



THE CITY OF Fargo FAR MORE

Fargo Planning Commission
May 5, 2026

Major Subdivision & Zone Change from AG, Agricultural to SR-4, Single-Dwelling Residential, SR-5 Single-Dwelling Residential, MR-3 Multi-Dwelling Residential with a C-O, Conditional Overlay; and P/I, Public/Institutional

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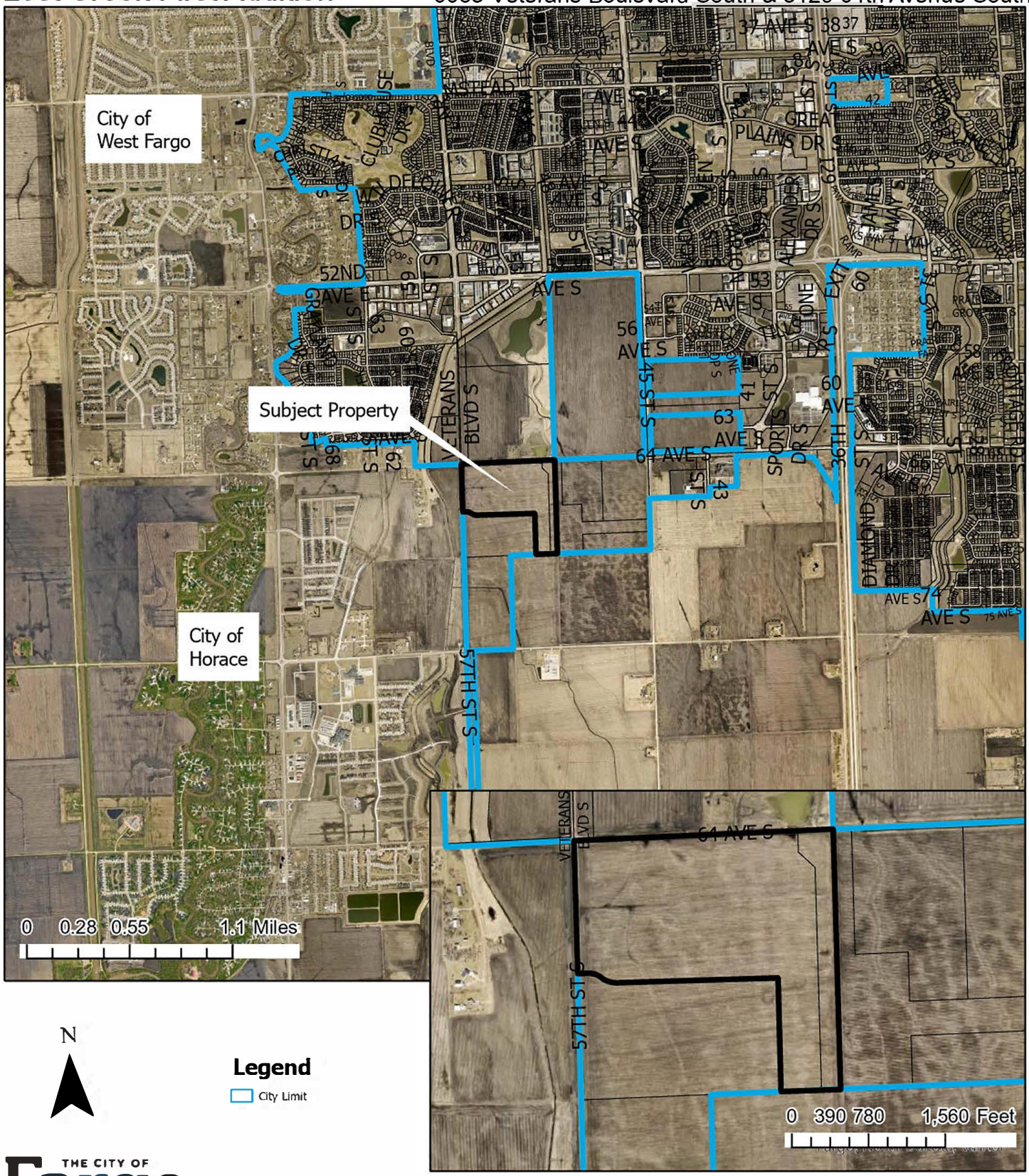

N

Legend

City Limit

THE CITY OF Fargo FAR MORE

Fargo Planning Commission
May 5, 2026

LOST CREEK FIRST ADDITION

PART OF THE NORTHWEST QUARTER OF SECTION 9, TOWNSHIP 138 NORTH, RANGE 49 WEST OF THE FIFTH PRINCIPAL MERIDIAN TO THE CITY OF FARGO, CASS COUNTY, NORTH DAKOTA
A MAJOR SUBDIVISION

0 100 200
SCALE IN FEET

Basis of Bearings:
City of Fargo Ground Coordinate System, US Survey Foot.
Vertical Datum: NAVD88

LEGEND

- 5/8" x 18" LONG REBAR, MONUMENT SET OR TO BE SET, CAP MARKED BY LIC. NO. LS-5900
- 5/8" DIAMETER REBAR FOUND
- SUBJECT PROPERTY LINE
- EXISTING PROPERTY LINE
- EASEMENT LINE
- QUARTER SECTION LINE
- EXISTING CONTOUR LINE PER CITY OF FARGO LIDAR CONTOUR DRAWINGS NAVD88 DATED 2017
- AREA NOT WITHIN SPECIAL FLOOD HAZARD AREA (ZONE X)
- NEGATIVE ACCESS EASEMENT "Negative Access Easement, as noted on this plat, is a easement dedicated as part of the right of way dedication which easement denies direct vehicular access to a street or public way from the lot or lots adjacent to such street or way. The negative access easement is not a strip of land of any certain width, but is a line coterminous with the boundary of the adjacent lot or lots".

NOTES

THE SUBJECT PROPERTY LIES WITHIN ZONE AE (BASE FLOOD ELEVATIONS DETERMINED) AND ZONE X (0.2% Annual Chance Flood Hazard, Areas of 1% annual chance flood with average depth less than one foot or with drainage areas of less than one square mile) AS SHOWN ON THE CURRENT FLOOD INSURANCE RATE MAP NO. 38017C0767H , HAVING AN EFFECTIVE DATE OF SEPTEMBER 25, 2026.

BASE FLOOD ELEVATION: 905.7

Public utility easements are shown thus:

LOT — STREET — AVENUE

Being 10 feet in width and adjoining street right of way lines as shown on the plat, unless otherwise indicated.

BENCHMARK

"FMM09" (ALUMINUM ROD INSIDE SLEEVE) 720'± NORTH OF INTERSECTION OF CO. RD 17 AND 76OTH AVE. S., ELEVATION= 908.75 (NAVD 88 DATUM)

DOCUMENTS OF RECORD

1. Permanent Drainage Easement to City of Fargo, Southeast Cass Water Resource Board and the State of North Dakota, recorded as Document No. 599750.
2. Easement Release Agreement recorded as Document No. 1195415.
3. Partial Release of Easement, recorded as Document No. 1354392.

REGISTERED LAND SURVEYOR
SHAWN M. THOMASSON
LS-5900
DATE 5/12/26
NORTH DAKOTA

PREPARED BY:
BOLTON & MENK

SHEET 1 OF 3

SMT 05/12/26 24X.140821V-PROP-PLTF-06.dwg

LOST CREEK FIRST ADDITION

PART OF THE NORTHWEST QUARTER OF SECTION 9, TOWNSHIP 138 NORTH, RANGE 49 WEST OF THE FIFTH PRINCIPAL MERIDIAN TO THE CITY OF FARGO, CASS COUNTY, NORTH DAKOTA
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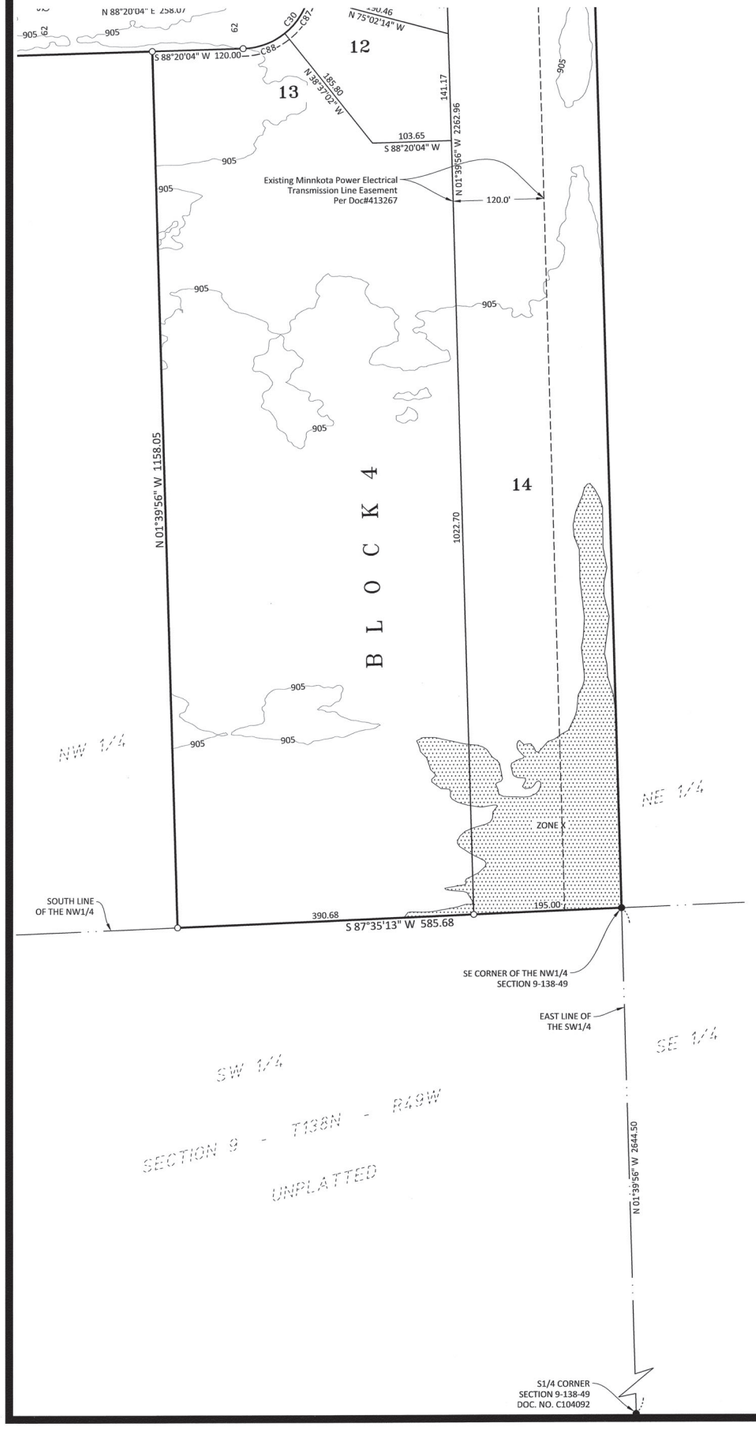

BLOCK 1	
LOT #	SQ. FT.
1	295788

BLOCK 2	
LOT #	SQ. FT.
1	170969
2	7150
3	7150
4	7150
5	7150
6	7150
7	7150
8	7150
9	7150
10	7150
11	7571

BLOCK 3	
LOT #	SQ. FT.
1	166549
2	7420
3	6539
4	6500
5	6500
6	6500
7	6500
8	6300
9	6300
10	6300
11	6300
12	6300
13	6300

BLOCK 4	
LOT #	SQ. FT.
1	245406
2	537429
3	9101
4	9140
5	9927
6	9843
7	10375
8	10908
9	11440
10	11973
11	15013
12	27919
13	431933
14	529088

BLOCK 5	
LOT #	SQ. FT.
1	10660
2	9104
3	9383
4	9645
5	9865
6	10085
7	10309
8	10404
9	11143
10	10680
11	10335
12	10300
13	10085
14	9865
15	9545
16	9438
17	9175
18	10467

BLOCK 6	
LOT #	SQ. FT.
1	9100.0
2	8281
3	8246
4	8263
5	8267
6	8272
7	8277
8	8328
9	8318
10	8548
11	8612
12	8319
13	8252
14	8277
15	8272
16	8267
17	8263
18	8290
19	8347
20	9100

BLOCK 7	
LOT #	SQ. FT.
1	8186
2	7800
3	7150
4	7150
5	7150
6	15600
7	7379
8	7852
9	7714
10	7737
11	7777
12	7816
13	7855
14	7940
15	7976
16	8863
17	8817
18	7881
19	7857
20	7855
21	7816
22	7777
23	7737
24	7767
25	7767
26	8379
27	7150
28	7150
29	7150
30	7800
31	8231

BLOCK 8	
LOT #	SQ. FT.
1	8008
2	7150
3	7150
4	7150
5	7150
6	22750
7	8379
8	8923
9	8019
10	8026
11	7987
12	7947
13	7908
14	7937
15	7955
16	8840
17	8840
18	7902
19	7855
20	7908
21	7947
22	7957
23	8026
24	8078
25	7997
26	8379
27	7150
28	7150
29	7150
30	8440

BLOCK 9	
LOT #	SQ. FT.
1	6600
2	6600
3	6555
4	6535
5	6489
6	6439
7	6389
8	6339
9	6289
10	6249
11	6277
12	6250
13	6000
14	6000
15	6250
16	6213
17	6235
18	6289
19	6339
20	6389
21	6439
22	6489
23	6543
24	6618
25	6600
26	6600

BLOCK 10	
LOT #	SQ. FT.
1	6250
2	6250
3	6222
4	6248
5	6246
6	6243
7	6240
8	6237
9	6235
10	6233
11	6277
12	6250
13	6000
14	6000
15	6250
16	6213
17	6230
18	6235
19	6237
20	6240
21	6243
22	6246
23	6250
24	6285
25	6250
26	6250

BLOCK 11	
LOT #	SQ. FT.
1	44159
2	37169
3	32286

LINE TABLE		
LINE #	BEARING	DISTANCE
L1	S2°15'55"W	50.12'
L2	S7°21'33"W	50.63'
L3	S7°19'46"W	50.62'
L4	S2°22'21"W	50.12'
L5	N2°22'24"E	50.12'
L6	N8°08'38"E	50.74'
L7	N8°22'36"E	50.78'
L8	N2°20'40"E	50.12'
L9	N0°40'23"E	61.05'
L10	N8°48'43"E	62.03'
L11	N7°46'44"E	61.84'
L12	N0°29'08"W	61.01'
L13	N8°04'35"E	61.89'
L14	N8°13'20"E	61.92'
L15	N0°56'58"E	61.06'
L16	N0°04'21"W	64.02'
L17	N8°36'31"E	65.04'
L18	N7°58'10"E	64.92'
L19	N0°25'46"E	64.04'
L20	S1°39'56"E	76.00'
L21	N2°53'24"E	70.22'
L22	N6°57'26"E	70.80'
L24	N0°05'29"E	70.03'
L25	N1°39'56"W	82.00'

CURVE TABLE					
CURVE #	LENGTH	RADIUS	DELTA	CH LENGTH	CH BEARING
C1	47.13	300.00	9°00'06"	47.08	N2° 50' 07"E
C2	56.87	362.00	9°00'06"	56.81	N2° 50' 07"E
C3	56.87	362.00	9°00'06"	56.81	S2° 50' 07"W
C4	47.13	300.00	9°00'06"	47.08	S2° 50' 07"W
C5	57.69	362.00	9°07'51"	57.63	S2° 54' 00"W
C6	47.81	300.00	9°07'51"	47.76	S2° 54' 00"W
C7	47.81	300.00	9°07'51"	47.76	N2° 54' 00"E
C8	57.69	362.00	9°07'51"	57.63	N2° 54' 00"E
C9	59.42	300.00	11°20'56"	59.33	N4° 00' 32"E
C10	71.70	362.00	11°20'56"	71.59	S4° 00' 32"W
C11	59.42	300.00	11°20'56"	59.33	S4° 00' 32"W
C12	71.70	362.00	11°20'56"	71.59	N4° 00' 32"E
C13	143.18	92.00	89°10'10"	129.16	S42° 55' 09"W
C14	46.69	30.00	89°10'10"	42.12	S42° 55' 09"W
C15	47.56	30.00	90°49'50"	42.73	N47° 04' 51"W
C16	145.85	92.00	90°49'50"	131.05	N47° 04' 51"W
C17	59.42	300.00	11°20'56"	59.33	N4° 00' 32"E
C18	71.70	362.00	11°20'56"	71.59	N4° 00' 32"E
C19	71.70	362.00	11°20'56"	71.59	S4° 00' 32"W
C20	59.42	300.00	11°20'56"	59.33	S4° 00' 32"W

CURVE TABLE					
CURVE #	LENGTH	RADIUS	DELTA	CH LENGTH	CH BEARING
C21	70.92	362.00	11°13'31"	70.81	S3° 56' 50"W
C22	58.78	300.00	11°13'31"	58.68	S3° 56' 50"W
C23	58.78	300.00	11°13'31"	58.68	N3° 56' 50"E
C24	70.92	362.00	11°13'31"	70.81	N3° 56' 50"E
C25	47.12	30.00	90°00'00"	42.43	N46° 39' 56"W
C26	157.08	100.00	90°00'00"	141.42	N46° 39' 56"W
C27	43.30	400.00	6°12'07"	43.28	N1° 26' 08"E
C28	50.01	462.00	6°12'07"	49.98	N1° 26' 08"E
C29	43.88	30.00	83°47'53"	40.07	N46° 26' 08"E
C30	134.55	92.00	83°47'53"	122.88	N46° 26' 08"E
C31	65.46	300.00	12°30'09"	65.33	N4° 35' 08"E
C32	82.92	380.00	12°30'09"	82.76	N4° 35' 08"E
C33	82.92	380.00	12°30'09"	82.76	S4° 35' 08"W
C34	65.46	300.00	12°30'09"	65.33	S4° 35' 08"W
C35	50.16	362.00	7°56'21"	50.12	N2° 18' 14"E
C36	6.71	362.00	1°03'45"	6.71	N6° 48' 17"E
C37	48.14	362.00	7°37'11"	48.11	S2° 08' 39"W
C38	9.55	362.00	1°30'41"	9.55	S6° 42' 35"W
C39	2.59	300.00	0°29'40"	2.59	N7° 13' 05"E
C40	45.22	300.00	8°38'11"	45.18	N2° 39' 10"E

CURVE TABLE					
CURVE #	LENGTH	RADIUS	DELTA	CH LENGTH	CH BEARING
C41	45.17	362.00	7°08'55"	45.14	N1° 54' 32"E
C42	12.52	362.00	1°58'56"	12.52	N6° 28' 27"E
C43	48.14	362.00	7°37'11"	48.11	S2° 08' 39"W
C44	23.56	362.00	3°43'45"	23.56	S7° 49' 07"W
C45	9.19	300.00	1°45'17"	9.19	N8° 48' 21"E
C46	50.23	300.00	9°35'39"	50.18	N3° 07' 53"E
C47	5.02	105.09	2°44'20"	5.02	S0° 06' 04"E
C48	60.37	92.00	37°35'40"	59.29	S20° 15' 37"W
C49	77.79	92.00	48°26'47"	75.49	S63° 16' 51"W
C50	53.19	362.00	8°25'08"	53.14	N2° 32' 38"E
C51	18.51	362.00	2°55'48"	18.51	N8° 13' 06"E
C52	30.38	300.00	5°48'06"	30.36	S6° 46' 57"W
C53	29.05	300.00	5°32'50"	29.03	S1° 06' 29"W
C54	29.03	380.00	4°22'37"	29.02	S0° 31' 22"W
C55	53.89	380.00	8°07'32"	53.85	S6° 46' 27"W
C56	29.05	300.00	5°32'50"	29.03	S1° 06' 29"W
C57	36.42	300.00	6°57'19"	36.40	S7° 21' 34"W
C58	39.98	300.00	7°38'09"	39.95	N7° 01' 09"E
C59	25.48	300.00	4°52'00"	25.47	N0° 46' 04"E
C60	57.45	380.00	8°39'44"	57.39	N6° 30' 21"E

CURVE TABLE					
CURVE #	LENGTH	RADIUS	DELTA	CH LENGTH	CH BEARING
C61	25.47	380.00	3°50'25"	25.47	N0° 15' 17"E
C62	54.26	92.00	33°47'25"	53.47	N75° 36' 04"W
C63	63.98	92.00	39°50'54"	62.70	N38° 46' 54"W
C64	27.61	92.00	17°11'31"	27.50	N10° 15' 42"W
C65	53.28	300.00	10°10'32"	53.21	N3° 25' 20"E
C66	6.14	300.00	1°10'23"	6.14	N9° 05' 48"E
C67	34.05	362.00	5°23'22"	34.04	N1° 01' 45"E
C68	37.65	362.00	5°57'34"	37.64	N6° 42' 13"E
C69	42.67	362.00	6°45'14"	42.65	S6° 18' 23"W
C70	29.03	362.00	4°35'42"	29.02	S0° 37' 55"W
C71	30.05	300.00	5°44'21"	30.04	S1° 12' 15"W
C72	29.37	300.00	5°36'35"	29.36	S6° 52' 42"W
C73	30.03	362.00	4°45'13"	30.03	S0° 42' 41"W
C74	40.89	362.00	6°28'18"	40.87	S6° 19' 26"W
C75	46.18	300.00	8°49'13"	46.14	S2° 44' 40"W
C76	12.59	300.00	2°24'19"	12.59	S8° 21' 26"W
C77	55.81	362.00	8°50'03"	55.76	N2° 45' 05"E
C78	15.11	362.00	2°23'29"	15.11	N8° 21' 51"E
C79	1.71	333.46	0°17'37"	1.71	S1° 39' 56"E
C80	41.59	404.35	5°53'35"	41.57	N1° 33' 46"E

CURVE TABLE					
CURVE #	LENGTH	RADIUS	DELTA	CH LENGTH	CH BEARING
C81	83.66	100.00	47°55'59"	81.24	N67° 41' 57"W
C82	66.42	100.00	38°03'11"	65.20	N24° 42' 22"W
C83	7.01	100.00	4°00'50"	7.00	N3° 40' 21"W
C84	12.58	462.00	1°33'35"	12.58	N0° 53' 09"W
C85	37.43	462.00	4°38'32"	37.42	N2° 12' 55"E
C86	16.74	92.00	10°25'35"	16.72	N9° 44' 59"E
C87	58.48	92.00	36°25'12"	57.50	N33° 10' 22"E
C88	59.33	92.00	36°57'06"	58.31	N69° 51' 31"E

PREPARED BY:
BOLTON & MENK

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NOTES

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BASE FLOOD ELEVATION: 905.7

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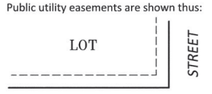

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- SUBJECT PROPERTY LINE
- EXISTING PROPERTY LINE
- EASEMENT LINE
- QUARTER SECTION LINE
- 905 EXISTING CONTOUR LINE PER CITY OF FARGO LIDAR CONTOUR DRAWINGS NAVD88 DATED 2017
- AREA NOT WITHIN SPECIAL FLOOD HAZARD AREA (ZONE X)

SHEET 2 OF 3

471

SMT 05/12/26 24X.140821V-PROP-PLT-06.dwg

LOST CREEK FIRST ADDITION

PART OF THE NORTHWEST QUARTER OF SECTION 9, TOWNSHIP 138 NORTH, RANGE 49 WEST OF THE FIFTH PRINCIPAL MERIDIAN TO THE CITY OF FARGO, CASS COUNTY, NORTH DAKOTA
A MAJOR SUBDIVISION

OWNERS DESCRIPTION AND DEDICATION

KNOW ALL MEN BY THESE PRESENTS, That Tones, LLC, a North Dakota limited liability company, JB Real Estate Investments, LLC, a North Dakota limited liability company, The City of Fargo, and Bank Forward,as Mortgage, being owners of a parcel of land located in that part of the Northwest Quarter of Section 9, Township 138 North, Range 49 West of the Fifth Principal Meridian, Cass County, North Dakota, being more particularly described as follows:

Beginning at the northwest corner of said Northwest Quarter; thence North 87 degrees 30 minutes 14 seconds East on an assumed bearing along the north line of said Northwest Quarter for a distance of 2637.35 feet to the northeast corner of said Northwest Quarter; thence South 01 degree 39 minutes 56 seconds East along the east line of said Northwest Quarter for a distance of 2644.47 feet to the southeast corner of said Northwest Quarter; thence South 87 degrees 35 minutes 13 seconds West along the south line of said Northwest Quarter for a distance of 585.68 feet; thence North 01 degree 39 minutes 56 seconds West for a distance of 1158.05 feet; thence South 88 degrees 20 minutes 04 seconds West for a distance of 2032.56 feet to the west line of said Northwest Quarter; thence North 01 degree 37 minutes 16 seconds West along said west line for a distance of 1456.09 feet to the point of beginning.

Said tract contains 104.84 acres, more or less, and is subject to all easements, restrictions, reservations and rights-of-way of record, if any.

Said owners have caused the above described parcel of land to be surveyed and platted as "LOST CREEK FIRST ADDITION" to the City of Fargo, Cass County, North Dakota and do hereby dedicate to the public, for public use forever, the streets, and the utility easements as shown on this plat.

OWNER: JB Real Estate Investments, LLC
Lots 5-13, Block 3; Lots 1-13, Block 4; All of Blocks 5 & 6;
Lots 3-10 & 14-31, Block 7

_____
By: James Bullis, President

State of North Dakota }SS
County of Cass

On this _____ day of _____, in the year 2026, before me, a notary public within and for said County and State, personally appeared James Bullis, President, JB Real Estate Investments, LLC, a North Dakota limited liability company, 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 on behalf of JB Real Estate Investments, LLC.

_____
Notary Public

OWNER: Tones, LLC
All of Blocks 1 & 2; Lots 1-4, Block 3;
Lots 1-2 & 11-13, Block 7; All of Blocks 8, 9, 10 & 11

_____
By:

_____
Its:

State of _____ }SS
County of _____

On this _____ day of _____, in the year 2026, before me, a notary public within and for said County and State, personally appeared _____, _____, Tones, LLC, a North Dakota limited liability company, known to me to be the person who is described in and who executed the within instrument, and acknowledged to me that they executed the same on behalf of Tones, LLC.

_____
Notary Public

MORTGAGE HOLDER:
Bank Forward

_____
By:

_____
Its:

State of _____ }SS
County of _____

On this _____ day of _____, in the year 2026 before me, a notary public within and for said County and State, personally appeared _____, _____, Bank Forward, known to me to be the person who is described in and who executed the within instrument, and acknowledged to me that they executed the same on behalf of Bank Forward.

_____
Notary Public

SURVEYOR'S CERTIFICATE AND ACKNOWLEDGEMENT

I, Shawn M. Thomasson, Registered Professional Land Surveyor under the laws of the State of North Dakota, do hereby certify that this plat is a correct representation of the survey, that all distances shown are correct and that the monuments for the guidance of future surveys have been located or placed in the ground as shown, and that the outside boundary lines are correctly designated on the plat.

Shawn M. Thomasson Date: 5-12-26
Shawn M. Thomasson, Professional Land Surveyor
North Dakota License Number LS-5900

REGISTERED LAND SURVEYOR
SHAWN M. THOMASSON
LS-5900
DATE 5/12/26
NORTH DAKOTA

State of North Dakota }SS
County of Cass

On this 12 day of May, 2026, before me, a notary public within and for said County and State, personally appeared Shawn M. Thomasson, Registered Professional 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.

Notary Public

AMBER COULTHART
Notary Public
State Of North Dakota
My Commission Expires July 1, 2029

OWNER: CITY OF FARGO
Lot 14, Block 4

_____ Attest: _____
By: Timothy J. Mahoney, Mayor Steven Sprague, City Auditor

State of North Dakota }SS
County of Cass

On this _____ day of _____, in the year 2026, before me, a notary public within and for said County and State, personally appeared Timothy J. Mahoney, Mayor, and Steven Sprague, Auditor, known to me to be the persons who are described in and who executed the within instrument, and acknowledged to me that they executed the same on behalf of the City of Fargo.

_____
Notary Public

CITY OF FARGO ENGINEERING DEPARTMENT APPROVAL

Approved by City Engineer this _____ day of _____, 2026.

_____
Tom Knakmuhs, P.E., City Engineer

State of North Dakota }SS
County of Cass

On this _____ day of _____, in the year 2026, before me, a notary public within and for said County and State, personally appeared Tom Knakmuhs, P.E., City Engineer 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 City Engineer for the City of Fargo.

_____
Notary Public

CITY OF FARGO PLANNING COMMISSION APPROVAL

Approved by the City of Fargo Planing Commission this _____ day of _____, 2026.

_____
Maranda R. Tasa, Planning Commission Chair

State of North Dakota }SS
County of Cass

On this _____ day of _____, in the year 2026, before me, a notary public within and for said County and State, personally appeared Maranda R. Tasa, Planning Commission Chair, known to me to be the person who is described in and who executed the within instrument, and acknowledged to me that she executed the same on behalf of the Fargo Planning Commission.

_____
Notary Public

FARGO CITY COMMISSION APPROVAL

Approved by the Board of City Commissioners and ordered filed this _____ day of _____, 2026.

_____
Timothy J. Mahoney, Mayor

Attest: _____
Angie Bear, Deputy Auditor on behalf of City Auditor

State of North Dakota }SS
County of Cass

On this _____day of _____, in the year 2026, before me, a notary public within and for said County and State, personally appeared Timothy J. Mahoney, Mayor, and Angie Bear, known to me to be the persons who are described in and who executed the foregoing instrument, and acknowledged that they executed the same ad their free act and deed on behalf of the City of Fargo.

_____
Notary Public

PREPARED BY:
BOLTON & MENK

SMT 05/12/26 24X.140821V-PROP-PLTF-06.dwg

Lost Creek

An EagleRidge Community

EAGLERIDGE DEVELOPMENT

LOST CREEK FIRST ADDITION
DRAFT CONDITIONAL OVERLAY FOR MR-3
APRIL 30, 2026

A. Residential Developments

1. Building Form and Style.

1.1. Principal Materials. Unless otherwise deemed acceptable by the Zoning Administrator, all exterior walls shall be constructed or clad with natural stone, synthetic stone, brick, stucco, integrally-colored and textured concrete masonry units or systems, exterior insulation finishing systems (EIFS), fiber cement, curtain walls, rainscreen systems or glass. All materials shall be commercial grade, durable, and have a multi-generational life span. Metal panel, finished wood and vinyl shall be allowed on residential structures but should not exceed 75% of the building elevation.

1.2. Dumpsters, refuse containers, and outdoor storage areas shall be located at the side or rear of buildings and shall be visually screened from adjacent public right-of-way by permanent walls. The permanent walls shall be constructed or clad with the same materials used for the primary building. Dumpsters and refuse containers shall contain permanent walls on at least three (3) sides with the service opening not directly facing any public right-of-way or residentially zoned property. The fourth side shall incorporate a metal gate to visually screen the dumpsters or refuse containers.

1.3. The cumulative total building footprint for all accessory buildings shall be a maximum of 40 percent of the primary building coverage.

1.4. No accessory buildings shall be allowed between the primary building(s) and the front or street side along public right-of-way.

1.5. Individual accessory buildings shall have a maximum length of 140 ft.

2. Site Design

2.1. A minimum of five (5) percent of the internal surface area of the parking lot shall be landscaped with plantings within planter islands and peninsulas.

2.2. Separate vehicular and pedestrian circulation systems shall be provided. Adjacent properties may share pedestrian circulation systems that connect to public sidewalks with Zoning Administrator approval. An on-site system of pedestrian walkways shall be provided between building entrances and the following:

2.1.1. Parking lots;
2.1.2. Any public sidewalk or multi-use path along the perimeter of the lot;

DRAFT

2.1.3. Any public sidewalk system along the perimeter streets adjacent to the development;

2.1.4. Adjacent pedestrian origins and destinations-including, but not limited to transit stops, residential development, office buildings, and retail shopping buildings-where deemed practical and appropriate by the Zoning Administrator; and

2.1.5. Upon approval of the Zoning Administrator, adjacent properties may share pedestrian circulation systems that connect to public sidewalks.

3. Prohibited Uses. The following uses are prohibited:

3.1. Off premises signage/off premises advertising
3.2. Portable Signs
3.3. Pylon Signs

4 Illegal Splits: Illegal splits will not be considered separate lots as part of the original plat.

DRAFT

EAGLERIDGE

December 15, 2025

Fargo City Planning and Development
Attn: Donald Kress
225 4th Street North
Fargo, ND 58102

RE: Lost Creek First Addition

Dear Mr. Kress:

EagleRidge Companies respectfully submits this application for Lost Creek First Addition. Enclosed for your review are the following completed materials:

- Lost Creek – Master Development Narrative
- Application for Approval of Subdivision, including the following related materials:
  - Preliminary Plat
  - Title Opinion
  - Receipt of Taxes Paid
  - Legal Description
  - Acknowledgment of Special Assessments
- Application for Zoning Map Amendment, including the following related materials:
  - Title Opinion
  - Legal Description
- Check for the application fee in the amount of $900.
- ***Amenities Plan to be submitted at a later date.*

Thank you for your time and consideration. Please do not hesitate to contact us if you have any questions or require additional information.

Respectfully,

Rory Waliser
EagleRidge Development

LOST CREEK
MASTER DEVELOPMENT NARRATIVE

1. Introduction to Lost Creek

Lost Creek is the next major neighborhood in south Fargo. The master plan establishes a balanced mix of housing, parks, trail systems, and neighborhood-serving commercial nodes, all consistent with the City of Fargo's 2024 Growth Plan for Quadrant 4, Super Grid A.

Lost Creek development is proposed to be built in phases over the course of 8–10 years. The goal of this community is to deliver long-term value through housing, public greenway connections, walkability, tax base growth, and sustained construction and operating employment. This project fully supports Fargo's growth intentions to build a more urban, connected, mixed-housing neighborhood, as outlined in the Fargo Growth Plan 2024.

2. Housing Needs

Lost Creek provides a variety of housing that supports Fargo's ongoing need for attainable ownership opportunities and move-up product. The Fargo-Moorhead Housing Needs Analysis (2023) identifies three crisis-level conditions:

1. Insufficient supply vs job growth: Lost Creek delivers an estimated1,800 homes for approximately 4,300 residents across all phases.
2. Need for entry-level + move-up ownership: Lost creek provides a variety of lot sizes, ranging from 50' to 70' wide. This variability will provide both entry-level and move-up opportunities within the same neighborhood.
3. Growing Demand for Rental Housing: Lost Creek will provide a variety of rental housing options ranging from traditional apartments, enhanced apartments, and townhomes. This allows for a complete housing life cycle within the neighborhood.

The Lost Creek neighborhood meaningfully reduces the current housing imbalance by bringing on a smart and comprehensive housing supply over the next decade.

This distribution reflects the Urban Neighborhood intent of the Growth Plan — higher intensity uses placed along collector corridors, transitioning inward to single-family homes, while still offering choice in price point and lifestyle.

3. Integration with Regional Recreation Vision – "Lake Fargo"

Lost Creek is uniquely positioned as the southern greenway connection to the currently being constructed "Lake Fargo". This 80-acre recreational lake and regional retention system is planned to serve 2,300 acres of future growth area located west of I-29 and south of 52nd Avenue South.

Lost Creek directly connects trails to Lake Fargo and adds additional park frontage on the channel and adjacent secondary ponds. These additions help bring to life the City of Fargo's vision for more integrated recreational spaces. This also reflects the City's preferred model of stormwater-linked parks and linear recreation corridors, elevating natural systems beyond utility use into daily public amenities.

4. Smart Land Planning and Efficient Infrastructure Framework.

Lost Creek applies deliberate urban-planning principals that reduce upfront infrastructure cost while lowering the City's long-term maintenance burden.

Key efficiencies include:

- Efficient Grid Street Network: A connected grid minimizes total roadway and utility length per unit of housing, allowing streets, water, sewer, and storm systems to be built in straight, cost-efficient runs rather than curvilinear or cul-de-sac patterns. This design reduces construction cost, long-range snow removal hours, repair surfaces, and life-cycle maintenance costs for the City and its residents.
- Consistent, Standardized Block Lengths: Regular blocks improve development efficiency, simplify lot creation, and avoid irregular parcels that require excess pavement, utility jogs, or multiple access points. Predictable geometry lowers survey, grading, and future reconstruction costs for the City.
- High-Utilization Infrastructure Through Mixed Housing Density: Utilities, roadway capacity, and public services are shared across ±1,800 units and future 4,300 residents, increasing the return on public investment. More residents per linear foot of infrastructure means lower per-household cost exposure for the City over its life cycle.
- Multi-Purpose Stormwater + Greenway System: Stormwater corridors double as park and trail infrastructure, eliminating the need for separate detention ponds, trail corridors, and park nodes. This reduces both installation cost and ongoing operational maintenance for both the City of Fargo and Fargo Park District while providing a higher public amenity.

Lost Creek delivers long-term fiscal efficiency — less infrastructure per household, shared systems across density tiers, and public assets that serve multiple functions. This supports the City's goal of growing in a cost-efficient, maintainable pattern as outlined in the Fargo Growth Plan.

5. Financial Impact

Lost Creek represents a generational scale expansion of Fargo's housing inventory, tax base, and local economic impact. Upon completion of all phases, the neighborhood is projected to support approximately4,300 new residents across an estimated1,800 dwellings.

Reflecting today's construction economics, escalated to completion, Lost Creek is projected to generate:

Economic Metric	Estimated Impact
Stabilized Taxable Valuation	≈ $1.1 Billion
Annual Property Tax Revenue	≈ $13.2 Million/Year
30-Year Property Tax Total	≈ $400 Million
30-Year Local Spending Circulation	≈ $6.3 Billion
Municipal Development Fees (Design, Permitting, Construction, etc)	≈ $15 Million

Lost Creek has a sizeable impact on the overall financial health of the City both short term, during the development and construction, and long term through property taxes and life-cycle local spending from the 4,300 residents.

Lost Creek becomes a permanent tax base engine, not a one-cycle subdivision.

6. Conclusion – Why Lost Creek is a Win for Fargo

Lost Creek is not just another subdivision. It is a complete, thoughtfully planned neighborhood that addresses the housing needs as identified in the Fargo Moorhead Housing Study. It also aligns directly with the Fargo Growth Plan 2024. Finally, it provides a sustained positive financial impact for the City, County, State, and Park District.

Lost Creek First Addition

An EagleRidge Community

EAGLERIDGE DEVELOPMENT

Site Amenities and Project Plan
Lost Creek First Addition
DRAFT May 13, 2026

Location: The subject property is legally referred to as Lost Creek First Addition including Lot 1 of Block 1, Lots 1-11 of Block 2, Lots 1-13 of Block 3, Lots 1-14 of Block 4, Lots 1-18 of Block 5, Lots 1-20 of Block 6, Lots 1-31 of Block 7, Lots 1-30 of Block 8, Lots 1-26 of Block 9, Lots 1-26 of Block 10, and Lots 1-3 of Block 11.

Details: The project is residential in nature and includes about One Hundred Eighty-One (181) SR-4, single dwelling residential zoned lots, three (3) SR-5, single dwelling residential zoned lots, four (4) MR-3, multi-family dwelling residential zoned lots, and five (5) P/I, public institutional zoned lots. As approved, the project is intended to be developed as detached single family, attached single family, multi-family and public park and City lots, pursuant to the LDC.

Right of Way (ROW): The project accommodates right of way dedications for public roadways and utilities, with specific details outlined below:

64th Avenue South: This segment of roadway has been designated as a *mixed-use arterial* roadway.

- ROW dedication shall be 100 feet;
  - Full ROW dedication for 64th Avenue South will be 200 feet, which the additional 100 feet of dedication is not required as part of this subdivision;
- 64th Avenue South is currently a gravel section, which will be required to be improved to a rural asphalt section as part of the public improvements to support this subdivision;
  - The rural asphalt section will need to be improved to a concrete urban section at a future date. Timeframe for the urban section, as well as future lane configurations and widths, is currently unknown and will be at the discretion of the City;
  - Included within the subdivision is ROW dedication for future roundabouts at the intersections of Lost Creek Boulevard South and Veterans Boulevard South. Timeframe for the construction of the roundabouts is currently unknown and will be at the discretion of the City;
- Future access points to 64th Avenue South are limited to the breaks in negative access easements as shown on the plat. As traffic volumes increase, and at the discretion of the City, access points at 52nd Street South and 55th Street South may be reduced from a full access to a limited access;
- 10-foot paths shall be incorporated into the boulevard on the north and south sides, as required by §20.0611;
  - Maintenance of the south boulevard and path, including and not limited to, mowing and snow removal, shall be the responsibility of the adjacent lot property owner. At no time shall the City have responsibility for the maintenance of the boulevard and path.

Veterans Boulevard South: This segment of roadway has been designated as a *mixed-use arterial* roadway.

- ROW dedication shall be 100 feet;
  - Full ROW dedication for Veterans Boulevard will be 200 feet, which the additional 100 feet of dedication is not required as part of this subdivision;
- Veterans Boulevard is currently a gravel section, which will be required to be improved to a rural asphalt section as part of the public improvements to support this subdivision;
  - The rural asphalt section will need to be improved to a concrete urban section at a future date. Timeframe for the urban section, as well as future lane configurations and widths, is currently unknown and will be at the discretion of the City;
  - Included within the subdivision is ROW dedication for a future roundabout at the intersection of 64th Avenue South. Timeframe for the construction of the roundabout is currently unknown and will be at the discretion of the City;

- Future access points to Veterans Boulevard South are limited to the breaks in negative access easements as shown on the plat. As traffic volumes increase, and at the discretion of the City, the access points at 66th Avenue South may be reduced from a full access to a limited only access;
- A 10-foot path shall be incorporated into the boulevard on the east, as required by §20.0611;
    - Maintenance of the east boulevard and path, including and not limited to, mowing and snow removal, shall be the responsibility of the adjacent lot property owner. At no time shall the City have responsibility for the maintenance of the boulevard and path.

Lost Creek Boulevard South: This segment of roadway has been designated as a *residential collector* roadway.

- ROW dedication shall be 80 feet;
- Street width shall be 36 feet with parking allowed on both sides of the street;
- 4.5-foot sidewalk shall be incorporated into the east and west boulevards as required by §20.0611.

55th Street South (64th Avenue South to 66th Avenue South), 56th Street (66th Avenue South to 68th Avenue South), and 66th Avenue South: These segments of roadway have been designated as a *residential neighborhood* roadway.

- ROW dedication shall be 70 feet;
- Street width shall be 32 feet with parking allowed on both sides of the street;
- 4.5-foot sidewalks shall be incorporated into the boulevards as required by §20.0611 unless noted below;
- 10-foot path shall be incorporated into the south boulevard of 66th Avenue South. This trail shall be continuous between Veterans Boulevard South and Lot 14, Block 4.

Creekside Boulevard South, 52nd Street South, 53rd Street South, 54th Street South, 55th Street South (66th Avenue South to 68th Avenue South), 65th Avenue South, and 68th Avenue South. These segments of roadway have been designated as a *residential neighborhood* roadway.

- ROW dedication shall be 62 feet.
- Street width shall be 28 feet with parking allowed on one side of the street.
- 4.5-foot sidewalks shall be incorporated into the boulevards as required by §20.0611.
- 8-foot path shall be incorporated into the south boulevard of 68th Avenue South. This trail shall be continuous between Veterans Boulevard South and Lot 13, Block 4.

Other:

- Street lighting shall be determined by the City Engineering Department and installed per City standards;
- The placement of group mailboxes and parking signs (as applicable) will be coordinated with the Developer and the City of Fargo Engineering Department. These locations shall be determined and agreed upon prior to construction of any public improvements.

Storm Water Management: Lost Creek First Addition is located within the service area of the Southwest Regional Metro Storm Water Pond (SW Metro Pond). As such, the SW Metro Pond has been designed to meet the current City of Fargo's Policy on Storm Water Discharge and Treatment requirements and provides the required storm water quantity and quality for Lost Creek First Addition. No further on-site

storm water facilities will be required if land uses stay consistent with the proposed zoning of Lost Creek First Addition.

Stormwater runoff from Lost Creek First Addition will be routed into the previously constructed stormwater channel within Lot 14, Block 4.

Lot 1, Block 4 will be required to direct all storm water runoff to the storm water channel located immediately east of the lot, within Lot 14, Block 4. The Developer will be allowed one storm water outfall from the lot. No storm water runoff from Lot 1, Block 4 will be allowed to discharge into the 52nd Street South, 64th Avenue South, or 66th Avenue South storm sewer systems. Prior to any site plan approval and any connection from Lot 1, Block 4 to the storm water channel, the Developer and City must enter into a separate sewer easement.

Floodplain Management: Portions of Lost Creek First Addition are located within the existing FEMA Floodplain. It is acknowledged by the Developer that construction of structures shall comply with the City of Fargo's Floodproofing Construction Requirements when applicable, including removing any structure from the FEMA Special Flood Hazard Area by a Letter of Map Revision via fill.

Water Supply: Potable water shall be provided by Cass Rural Water District.

Engineering and Construction Improvements: The Developer shall rely upon and collaborate with the City of Fargo Engineering Department on the design and construction of all public improvements.

- As part of the initial public improvements project, the design and construction of a 10-foot-wide bike trail on the west side of the existing storm sewer channel within Lot 14, Block 4 shall be included.
- The cities of Fargo and Horace are developed a Memorandum of Understanding (MOU) for Veterans Boulevard. This MOU must be approved by both cities prior to any public improvements being requested and constructed.

Funding of Improvements: The following shall apply respective to the public improvements to serve Lost Creek First Addition:

- Public improvements shall be funded pursuant to the City's Infrastructure Funding Policy, which may include assessment to the benefitting properties or funding by the Developer.
- Developer shall submit an infrastructure request indicating the preferred funding method, which will be presented to the Fargo City Commission for consideration, who will determine the funding method to be utilized.

Park Dedication: Lost Creek First Addition shall include the dedication of Lots 2 and 13 Block 4; Lot 6 Block 7; and Lot 6 Block 8 to the Fargo Park District. The total area of this dedication is estimated at approximately 11.08 acres. The final dedicated acreage and any applicable cash dedication requirements shall be coordinated directly with the Fargo Park District.

The Developer acknowledges that the dedicated park lot is anticipated to extend south in the future and connect to the east–west residential collector contemplated in the overall Master Plan.

The Developer shall not be responsible for any park land dedication or cash dedication requirements associated with the platting or development of Lot 13, Block 4.

This Amenities Plan is hereby approved.

_____ _____
James Bullis, Owner date
JB Real Estate Investments, LLC
Owner: Lots 5-13, Block 3; Lots 1-13, Block 4; All of Blocks 5 & 6; and Lots 3-10 & 14-31, Block 7

_____ _____
Donald Dabbert Jr., President date
Tones, LLC
Owner: All of Blocks 1 & 2; Lots 1-4, Block 3; Lots 1-2 & 11-13, Block 7; All of Blocks 8, 9, 10 & 11

_____ _____
Tom Knakmuhs, City Engineer date

Monday, April 27,2006

Fargo City Commission
225 4th Street North
Fargo, ND 58102

Dear Members of the Fargo City Commission:

West Fargo Public Schools respectfully submits this letter in advance of the City of Fargo's upcoming commission meeting regarding the proposed Lost Creek 1st Addition that is currently under review. This correspondence is not intended to express support for or opposition to the proposed development. Rather, it is intended to provide information regarding school district capacity and facility planning considerations that may be relevant as the City evaluates the pace and timing of future residential growth.

West Fargo Public Schools serve students residing in multiple communities, including areas within the City of Fargo. As the district plans for continued enrollment growth, school capacity must be aligned with long-range facility planning, voter authorization, and the time required to design and construct additional learning space.

For our most recent bond referendum in February 2025, the school district identified three separate questions. Question 2 including a new elementary school, among other projects, anticipated to be needed in 6 to 10 years. Unfortunately, that question fell short of the required 60% supermajority and failed.

As a result of the bond election, the school district does not have voter-approved funding to construct an additional elementary school. As a result, the district must continue to manage growth within existing elementary capacity unless and until additional planning, community support, and funding are secured.

Given these conditions, West Fargo Public Schools request that the City carefully consider the pace of any near-term development in this area. The district's concern is not with development itself, but with whether residential growth may proceed more quickly than current school capacity and approved facility planning can reasonably support. Additional master planning, including continued coordination among the city, developers, and the school district, would help ensure that future growth is aligned with available school infrastructure and the educational needs of incoming families.

Thank you for your consideration of these planning factors and for your continued partnership in supporting thoughtful, sustainable community growth.

Sincerely,

Liz Mackowick
Business Manager
West Fargo Public Schools

EAGLERIDGE

Lost Creek – Phase 1

Why is this getting a denial recommendation: This isn't a zoning or land use issue. The plan lines up with the Growth Plan and what this area is intended to be. The concern being raised is timing and the City's capacity — not the project itself.

Why is it critical that this be approved right now: New developments take a long time to go from a plan to homes! Even if this moves forward today, you're looking at:

- 08/2025: First City Meeting
- 08/2026: Tentative Entitlement Approvals
- 2027/2028: Lot Construction
- Late 2028 / 2029: First Residents moving into Lost Creek

Decisions today don't impact today; they impact what housing looks like 2 to 4 years from now.

How many homes does Fargo build a year: Fargo has averaged about 360 single-family starts per year.

How many lots are coming without this neighborhood:

- Selkirk (final phase): ~130 lots (likely 2027)
- Covey Ranch: ~140 lots (mostly 40' product). This project still needs to be formally approved by City Commission.

270 Lots! That Fargo's housing pipeline right now; 130 lots for sure and a MAYBE on 140 more. That is less than 1 years' worth of inventory!!!

Why this neighborhood in this location: This is exactly where the City has been planning and investing growth:

- Super Grid A
- In line with the new Growth Plan
- Tied to the FM Diversion timing

The City has already put a lot into this corridor — roughly $80M between Lake Fargo, 45th St / 64th Ave improvements, and the future 64th & I-29 interchange.

What this project adds:

- 186 single-family lots (mix of 50', 60', 70')
- Townhomes and multifamily
- 10+ acre park and trail connections

It's a full neighborhood, not just one product type.

The real question: If this doesn't move forward — where are the next 300+ lots coming from, and when? Right now, there isn't a clear answer.

Bottom line: This project fits the plan. The risk isn't doing it; it's not having enough ready when the market needs it. This is really a 2029 supply decision, not a 2026 one.

OFFICE OF THE CITY ATTORNEY
FARGO, NORTH DAKOTA

ORDINANCE NO. _____

AN ORDINANCE REZONING CERTAIN PARCELS
OF LAND LYING IN LOST CREEK FIRST ADDITION
TO THE CITY OF FARGO, CASS COUNTY, NORTH DAKOTA

WHEREAS, the Fargo Planning Commission and the Board of City Commissioners of the City of Fargo have held hearings pursuant to published notice to consider the rezoning of certain parcels of land lying in the proposed Lost Creek First Addition to the City of Fargo, Cass County, North Dakota; and,

WHEREAS, the Fargo Planning Commission recommended approval of the rezoning request on May 5, 2026; and,

WHEREAS, the rezoning changes were approved by the City Commission on May 26, 2026,

NOW, THEREFORE,

Be It Ordained by the Board of City Commissioners of the City of Fargo:

Section 1. The following described property:

Lots One (1) through Three (3), Block Eleven (11) of Lost Creek First Addition to the City of Fargo, Cass County, North Dakota;

is hereby rezoned from "AG", Agricultural, District, to "SR-5", Single-Dwelling Residential, District.

Section 2. The following described property:

Lots Two (2), Thirteen (13) and Fourteen (14) of Block Four (4); Lot Six (6), Block Seven (7) and Lot Six (6), Block Eight (8) of Lost Creek First Addition to the City of Fargo, Cass County, North Dakota;

is hereby rezoned from "AG", Agricultural, District, to "P/I", Public and Institutional, District.

ORDINANCE NO. _____

Section 3. The following described property:

Lots Two (2) through Eleven (11), Block Two (2); Lots Two (2) through Thirteen (13), Block Three (3); Lots Three (3) through Twelve (12), Block Four (4); Lots One (1) through Eighteen (18), Block Five (5); Lots One (1) through Twenty (20), Block Six (6); Lots One (1) through Five (5) and Seven (7) through Thirty-one (31) Block Seven (7); Lots One (1) through Five (5) and Seven (7) through Thirty (30), Block Eight (8); Lots One (1) through Twenty-six (26), Block Nine (9); and Lots One (1) through Twenty-six (26), Block Ten (10) of Lost Creek First Addition to the City of Fargo, Cass County, North Dakota;

is hereby rezoned from "AG", Agricultural, District, to "SR-4", Single-Dwelling Residential, District.

Section 4. The following described property:

Lot One (1), Block One (1); Lot One (1), Block Two (2); Lot One (1), Block Three (3); and Lot One (1), Block Four (4) of Lost Creek First Addition to the City of Fargo, Cass County, North Dakota;

is hereby rezoned from "AG", Agricultural, District, to "MR-3", Single-Dwelling Residential, District with a "C-O", Conditional Overlay, District as follows:

A. Residential Developments

1. Building Form and Style.

1.1. Principal Materials. Unless otherwise deemed acceptable by the Zoning Administrator, all exterior walls shall be constructed or clad with natural stone, synthetic stone, brick, stucco, integrally-colored and textured concrete masonry units or systems, exterior insulation finishing systems (EIFS), fiber cement, curtain walls, rainscreen systems or glass. All materials shall be commercial grade, durable, and have a multi-generational life span. Metal panel, finished wood and vinyl shall be allowed on residential structures but should not exceed 75% of the building elevation.

1.2. Dumpsters, refuse containers, and outdoor storage areas shall be located at the side or rear of buildings and shall be visually screened from adjacent public right-of-way by permanent walls. The permanent walls shall be constructed or clad with the same materials used for the primary building. Dumpsters and refuse containers shall contain permanent walls on at least three (3) sides with the service opening not directly facing any public right-of-way or residentially zoned property. The fourth side shall incorporate a metal gate to visually screen the dumpsters or refuse containers.

1.3. The cumulative total building footprint for all accessory buildings shall be a maximum of 40 percent of the primary building coverage.

1.4. No accessory buildings shall be allowed between the primary building(s) and the front or street side along public right-of-way.

1.5. Individual accessory buildings shall have a maximum length of 140 ft.

2. Site Design

2.1. A minimum of five (5) percent of the internal surface area of the parking lot shall be landscaped with plantings within planter islands and peninsulas.

2.2. Separate vehicular and pedestrian circulation systems shall be provided. Adjacent properties may share pedestrian circulation systems that connect to public sidewalks with Zoning Administrator approval. An on-site system of pedestrian walkways shall be provided between building entrances and the following:

2.1.1. Parking lots;
2.1.2. Any public sidewalk or multi-use path along the perimeter of the lot;
2.1.3. Any public sidewalk system along the perimeter streets adjacent to the development;
2.1.4. Adjacent pedestrian origins and destinations-including, but not limited to transit stops, residential development, office buildings, and retail shopping buildings-where deemed practical and appropriate by the Zoning Administrator; and
2.1.5. Upon approval of the Zoning Administrator, adjacent properties may share pedestrian circulation systems that connect to public sidewalks.

OFFICE OF THE CITY ATTORNEY
FARGO, NORTH DAKOTA

ORDINANCE NO. _____

3. Prohibited Uses. The following uses are prohibited:

3.1. Off premises signage/off premises advertising
3.2. Portable Signs
3.3. Pylon Signs

4. Illegal Splits: Illegal splits will not be considered separate lots as part of the original plat.

Section 5. 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.

Section 6. This ordinance shall be in full force and effect from and after its passage and approval.

_____
Timothy J. Mahoney, M.D., Mayor

(SEAL)

Attest:

_____
Angie Bear, Deputy Auditor
on behalf of City Auditor

First Reading:
Second Reading:
Final Passage:

SUMMARY OF RESPONSES OF BREWHALLA AND DOWNTOWN/CIVIC

DUE DILIGENCE QUESTIONS

[PHASE III – RFP FOR CONVENTION CENTER]

May 21, 2026

The City Attorney's Office has prepared the following summary of the responses provided by the Brewhalla proposal team and the Downtown/Civic proposal team to the City's due diligence questions. Anyone relying upon this summary is strongly encouraged to review the full and detailed written responses submitted by both proposal teams, which have been circulated to the City Commissioners for their review and consideration. This summary is intended only as a general overview of the responses provided by the two proposal teams.

1. **Convention Center Construction Cost Risk.**

Brewhalla: Brewhalla LLC and Mortenson Construction would provide a guaranteed maximum price ("GMP") for construction of the convention center. The City would not be responsible for construction cost overruns above the GMP except for approved changes in project scope. Brewhalla further states that the obligations associated with the project would be backed by the Brewhalla ownership/equity group through the Brewhalla LLC entity, including Kevin Bartram, Mark Bjornstad, Mike Bullinger, Nikki Nelson, Kelly McComb, and Toni Sandin. Brewhalla also states it would guarantee soft costs associated with the project [See 1.a, b, c & 9.a responses.]

Downtown/Civic: McGough Construction would provide the GMP for the convention center project upon completion of approximately 50% construction drawings, with Kilbourne Group providing a completion guarantee for the overall project. Downtown/Civic states Kilbourne Group would also bear responsibility for construction costs exceeding the GMP if the proposed $2 million "City Convention Center Reserve Fund" is approved. The proposed GMP structure would contain certain exceptions, including owner-requested scope changes, unforeseen site/building conditions, force majeure events, and material changes in law or building codes.

2. **Lodging Tax Revenues Risk.**

Brewhalla: Brewhalla proposes restructuring the City's current lodging tax assumptions in order to increase the amount of bond proceeds available for convention center construction from approximately $45.3 million to approximately $58.5 million. Brewhalla's proposal assumes that long-term operating losses and annual capital reserve contributions can largely be replaced or offset through other funding mechanisms, including creation of a proposed "1st Avenue TIF District." The TIF district would be used to support future capital expenditures and/or provide support for debt-service reserve requirements. Brewhalla also incorporates projected lodging tax revenues generated by the proposed Marriott Tribute hotel and additional convention-center-related hotel activity into its financing assumptions.

Brewhalla further proposes multiple "layers" of protection against lodging tax shortfalls, including debt-service coverage reserves, internal bond reserves, TIF revenues, and finally a Brewhalla backstop. Brewhalla would cover remaining shortfalls in lodging tax revenues necessary to meet bond debt service obligations during the first three years of operations (2029–2031). Brewhalla also states that if the proposed TIF district is not approved, the project would likely need to be reduced in size and scope.

Downtown/Civic: Downtown/Civic proposes approximately $45.3 million in City lodging-tax-backed bonds for convention center construction based upon projected revenues generated by the approved 3% lodging tax. Downtown/Civic proposes that approximately $2 million of bond proceeds be placed into a "City Convention Center Reserve Fund" to provide protection against lodging tax revenue shortfalls and reduce the likelihood that City general funds would be required to support debt service obligations. If lodging tax revenues underperform, the reserve fund would initially be used to cover any shortfalls. However, if the reserve fund were depleted, the City, as issuer of the bonds, would ultimately remain responsible for any remaining lodging tax revenue deficiencies associated with the debt obligations. Downtown/Civic also references the potential use of existing Riverfront TIF funds for certain eligible project-related costs, including asbestos abatement, site work, demolition work, and/or exterior improvements

3. **Convention Center Operational Loss Risk/Profit-Sharing.**

As to the risk that the Convention Center will lose money in operations, it should be noted that before the RFP was released in June 2025, the City assumed there would be operating losses of perhaps $500,000 in each of the first three years and $350,000 per year thereafter with the plan to set aside said amounts from annual lodging tax collections before covering the debt service on the lodging tax bond issue. (The assumption also included a similar set-aside for annual capital expenditures at $100,000 per year at the beginning and $250,000 per year in later years.)

Brewhalla: Brewhalla asserts that the convention center would become profitable by approximately the third year of operations and states that it would cover operational losses during the initial years of operations and throughout the term of its operating agreement with the City. Brewhalla proposes a minimum ten-year operating agreement and states it would guarantee there will be no operational losses during the term of the agreement. Brewhalla further states that if operational losses are not otherwise covered through available project-related revenues and/or the proposed TIF structure, Brewhalla would serve as the final backstop for such losses. Brewhalla also states that if it advances funds to cover operational losses, it would seek reimbursement from future eligible funding sources, including future TIF revenues and/or future convention center operating profits. Accordingly, the proposal contemplates Brewhalla initially covering operational losses, if necessary, while also preserving the ability for Brewhalla to later recoup such amounts from future project-related revenues. Brewhalla also proposes annual profit-sharing with the City if convention center operations become profitable.

Downtown/Civic: Downtown/Civic's pro forma projections forecast approximately $1.84 million in cumulative operational losses during the first three years of convention center operations, with projected losses declining over time but continuing thereafter at approximately $150,000 annually following stabilization. Downtown/Civic proposes that the City's approved 3% lodging tax structure, together with the proposed $2 million "City Convention Center Reserve Fund," would provide the primary funding source for operational losses.

Downtown/Civic also references a limited operational guarantee from VenuWorks, the proposed convention center operator. Under the proposed structure, after exhaustion of the reserve fund, VenuWorks would refund annual shortfalls in "net operating income" against the approved budget; however, the refund obligation would be capped at 35% of VenuWorks' variable management fees for the applicable year. Additionally, the calculation of "net operating income" excludes management fees and commissions owed to VenuWorks, and VenuWorks specifically states it would have no obligation to directly fund convention center operating expenses. Downtown/Civic further states that any positive operational cash flow would remain with the convention center enterprise.

4. **Hotel Construction Risk/Hotel Incentives.**

Brewhalla: Brewhalla guarantees construction and completion of the hotel adjacent to the convention center. Brewhalla says a Marriott Tribute Portfolio hotel will be owned, developed, constructed, financed, operated, and maintained by Brewhalla LLC. Brewhalla anticipates securing a hotel franchise agreement within approximately three to six months following project award, with financing commitments expected within the same general timeframe. Brewhalla states that the hotel component would be financed through private debt and equity, including land equity and privately financed debt, and that no Renaissance Zone incentives, TIF incentives, or other tax-related incentives are being requested for the hotel project

Downtown/Civic: Downtown/Civic proposes that the hotel component would be developed, financed, and constructed by Zander Capital, with operations managed by a flag-approved hotel management company. Downtown/Civic states that Kilbourne Group would provide a completion guarantee for the convention center project and, if Zander Capital provides a hotel completion guarantee to Kilbourne Group, then Kilbourne Group would include the hotel component within its broader completion guarantee structure. Downtown/Civic anticipates obtaining hotel franchise approval within approximately four to six months following project award, with financing commitments anticipated during the same timeframe. Downtown/Civic further states that the hotel project would seek a five-year Renaissance Zone property tax exemption. The proposal contemplates that the City would undertake demolition, in whole or in part, of the former police headquarters building at City expense in order to prepare the hotel development site. Downtown/Civic also references the potential use of existing Riverfront TIF funds to offset certain demolition and site-preparation costs associated with the hotel project.

5. **Tax Increment Financing or Tax Exemptions or other Incentives.**

Brewhalla: Brewhalla states that it is not requesting Renaissance Zone benefits, direct TIF reimbursements, or other tax incentives to offset convention center or hotel construction costs. However, Brewhalla proposes creation of a "1st Avenue TIF District" to support the overall financing structure of the project. Brewhalla states the proposed TIF district could be used to provide support for debt-service reserves, capital reserve obligations, future capital improvements, and/or operational backstop protections associated with the convention center project. Brewhalla further states that incremental property tax revenues generated by the proposed Marriott Tribute hotel and surrounding development would fund the TIF structure. Brewhalla also states that if the proposed TIF structure is not approved, the convention center project would likely require a reduction in size and scope.

Downtown/Civic: Downtown/Civic states that the project is viable without funding from the existing Riverfront TIF district; however, Kilbourne Group recommends use of approximately $2 million in Riverfront TIF funds for eligible project-related costs, including asbestos abatement, demolition, and site improvements. Downtown/Civic also references an optional additional $2 million allocation for exterior plaza and parking lot improvements intended to benefit the convention center, library, and City Hall area. Downtown/Civic further states that the proposed hotel project would seek a five-year Renaissance Zone property tax exemption. According to Downtown/Civic, if TIF assistance is not approved, the convention center project itself would still proceed substantially as proposed, although certain exterior improvements and reserve-related components may be modified or eliminated.

6. **Land Cost – Convention Center/Hotel.**

Brewhalla: Brewhalla states there would be no land acquisition cost to the City associated with the convention center project. The convention center and associated parking facilities would be constructed on land that Brewhalla proposes to donate to the City upon completion of construction. Brewhalla further states that the hotel property would remain privately owned by Brewhalla LLC and related entities, with no land cost or acquisition obligation to the City.

Downtown/Civic: Downtown/Civic states there would be no land acquisition cost to the City for the convention center component because the project would be constructed on existing City-owned property. As to the hotel component, see Item 12 below for additional discussion regarding the former police headquarters property.

7a.-d. **Pro Forma Operating Projections—Apples to Apples.**

Both Brewhalla and Downtown/Civic teams provided a thorough response to the City's follow up due diligence inquiry as to the pro-forma operating projections and the City's desire to obtain more of an "apples to apples" comparison and your attention is called to each team's response to the City's questions 7a through 7d.

7e. **Comments on City Consultants' Analysis.**

We direct you to Brewhalla's and Downtown/Civic's respective Responses to Question 7.e. for their comments on HVS/Baker Tilly analysis.

8. **Convention Center Management/Hotel Management/Integrated Operations**

Brewhalla: Brewhalla proposes an integrated operational structure in which Brewhalla LLC would operate both the convention center and the adjacent hotel. Brewhalla states this integrated structure would allow for coordination of convention center operations, hotel operations, event booking, food and beverage services, and marketing efforts. Brewhalla also emphasizes coordination with Visit Fargo-Moorhead as part of its operational model.

Downtown/Civic: The convention center will be operated by VenuWorks management company. The hotel to be owned and operated by Zander Capital. Downtown/Civic states that VenuWorks, hotel management, and Visit Fargo-Moorhead would work collaboratively regarding event booking, room blocks, convention sales, and scheduling coordination. Downtown/Civic also states that the hotel and convention center operations would remain financially separate, with the City bearing no financial responsibility for hotel operations.

9. **Developer/Proposer Team Structure and Contracting Entities.**

Brewhalla: The City would enter into a single development agreement with Brewhalla LLC, which would be responsible for the convention center, hotel, parking, and related development obligations. As mentioned in Item 1 above, Brewhalla states that the obligations of Brewhalla LLC would be backed by the Brewhalla ownership and equity group, including the existing Brewhalla ownership group, CityScapes Development group, and Kevin Bartram, through the Brewhalla LLC entity. (See 1.a, b, c & 9.a responses)

Downtown/Civic: The City would enter into a single development agreement with Kilbourne Group, which would provide the overall project completion guarantee. As referenced in Item 1 above, Downtown/Civic states that Kilbourne Group would partner with McGough Construction regarding the convention center GMP and construction obligations and with Zander Capital regarding the hotel project. The responsibilities, guarantees, liabilities, and operational obligations would be allocated among the respective entities based upon their individual project roles and contractual relationships. (See also Item 1 above.)

10. **Long-Term Viability and Competitiveness of the Project.**

We direct you to Brewhalla's and Downtown/Civic's respective Responses to Question 10 for their comments on the long-term viability and competitiveness of the project.

11. **Civic Center Structural Feasibility and Reuse Risk (Downtown Proposal Only)**

Brewhalla: Not applicable to the Brewhalla proposal.

Downtown/Civic: Downtown/Civic provided a structural engineering report prepared by Heyer Engineering regarding the structural integrity and adaptive reuse feasibility of the existing Civic Center structure. Also, Downtown/Civic also references a "Limited-Destructive Asbestos and Regulated Material Survey Report" issued to the City by Wenck (now Stantec Consulting Services) in October 2020 with a cost opinion provided in April 2021. According to Downtown/Civic's response, Heyer Engineering identified four primary structural risk factors associated with the adaptive reuse concept, with three of the four identified factors ultimately deemed acceptable. The remaining issue relates to structural columns located along the south wall of the existing stage area, which Heyer Engineering concluded should remain in place. It is unclear from the response what impact, if any, retention of those columns may ultimately have on the final convention center design and/or adaptive reuse layout.

12. Former Police Headquarters Property (Downtown Proposal Only).

Brewhalla: Not applicable to the Brewhalla proposal.

Downtown/Civic: As referenced in Item 4 and Item 6 above, Zander Capital proposes to purchase the former police headquarters property from the City for approximately $1 million for construction of the proposed hotel project. Downtown/Civic states the proposed purchase structure is dependent upon the City delivering the site following demolition of the existing police headquarters building, in whole or in part, depending upon the selected development option. The due diligence responses indicate that the originally proposed $500,000 purchase price in the Phase II proposal may have assumed Zander Capital would undertake demolition and related site-preparation work at its own expense. Downtown/Civic also references the potential use of Riverfront TIF funds to offset demolition and related site-preparation costs associated with the property.

13. **Future Area Development and Control of Adjacent Property (Brewhalla Proposal Only).**

Brewhalla: Brewhalla LLC, and its affiliated entities state they currently own and control significant land in the vicinity of its proposed convention center project (a detailed map included with its response). Brewhalla identified the existing entertainment and hospitality ecosystem surrounding the proposed convention center/hotel site, including the existing Brewhalla campus and Drekker Brewing Company. Brewhalla also described a vision for future development of the surrounding area with, potentially, added hotel rooms, restaurants, a performing arts center, science museum or similar community facility. Brewhalla's Phase 2 submission included eleven pages of detailed site planning analysis, parking demand studies, ingress and egress diagrams, pedestrian circulation plans, wayfinding strategy, and loading dock specifications and provided a descriptive summary in its due diligence response addressing vehicular ingress, egress and traffic flow; parking availability and utilization; ground transportation, busing and

shuttle operations; pedestrian circulation and accessibility; connectivity to downtown and community hotels; and loading dock and service access for the proposed convention center/hotel project.

Downtown/Civic: This inquiry was to Brewhalla, only, and was not applicable to the Downtown Fargo proposal, but Downtown Civic referenced Section 10 of its response.

OFFICE OF THE CITY ATTORNEY-FARGO

DUE DILIGENCE QUESTIONS ON CONVENTION CENTER PROPOSAL

May 11, 2026

BREWHALLA LLC — WRITTEN RESPONSES

The purpose of these questions is to assist the City Commission in evaluating project feasibility, financial structure, operational sustainability, and allocation of project-related risks. Please provide written answers to these topics and questions.

1. Convention Center Construction Cost Risk

The City needs to understand the risk allocation for construction costs. The City anticipates that the Developer will be responsible for construction of the convention center.

1a. Will the Developer provide the City with a Guaranteed Maximum Price (GMP) for construction of the convention center?

BREWHALLA RESPONSE:

Yes, Brewhalla LLC, in conjunction with its construction manager, Mortenson, will provide the City with a Guaranteed Maximum Price for the construction of the Convention Center.

1b. If a GMP is provided, will the Developer bear the risk of any construction cost overruns above the GMP amount? Please explain any exceptions or limitations to such responsibility.

BREWHALLA RESPONSE:

Yes, Brewhalla LLC, in conjunction with its construction manager, Mortenson, will guarantee any construction cost overruns above the Guaranteed Maximum Price. The City will have no financial exposure for construction costs that exceed the GMP.

The only exception to this guarantee would be if the City requires a major change in the scope of work after the GMP has been established. Any such owner-directed scope change would be addressed through a formal change order process with transparent pricing and mutual agreement between the City and Brewhalla LLC before proceeding.

1c. Please identify the person(s) or entity(ies) that will provide the GMP and any guaranty or other assurance related to construction costs or overruns. Please identify the types of documents and financial assurances you are willing and able to provide to demonstrate the financial capacity to support and guaranty construction cost obligations. Such materials may include guaranties, proof of capitalization, parent-company support, letters of credit, financial statements, or other evidence of financial capacity supporting such obligations. The City may utilize outside financial consultants or advisors to evaluate the sufficiency of any proposed guaranty or financial backing.

BREWHALLA RESPONSE:

Brewhalla LLC's construction manager, Mortenson, will provide the GMP for the construction work associated with the Convention Center and will provide the financial documentation necessary to demonstrate their capacity to guarantee those costs.

All other project costs beyond the construction GMP, including architectural and engineering services, other soft costs, furniture fixtures and equipment, legal, accounting, and any other project-related costs, will be guaranteed by Brewhalla LLC as the Developer. Brewhalla LLC will provide proof of its capacity to guarantee these costs, as well as its broader financial commitments associated with the Convention Center and the privately financed Marriott Tribute Portfolio hotel.

Brewhalla LLC and its ownership group are prepared to provide any supporting documentation the City or its financial advisors require to evaluate the sufficiency of the full guarantee structure. This may include proof of capitalization, personal and entity financial statements, letters of credit, or other evidence of financial capacity as requested. Brewhalla LLC welcomes the City's use of outside financial consultants or advisors in evaluating these materials and will cooperate fully with any such review.

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2. Lodging Tax Proceeds and Project Funding

The City's current bonding analysis indicates that approximately $41 million to $45 million in lodging-tax-backed bond proceeds may be available for convention center project costs. The City seeks to better understand the allocation of risk associated with the availability of such bond proceeds and the overall funding of the project.

2a. If the lodging tax backed bond proceeds available to the City are less than currently projected or anticipated, who will bear responsibility for the resulting funding shortfall under your proposal?

BREWHALLA RESPONSE:

Brewhalla LLC's proposal is structured with multiple layers of protection to address any shortfall in lodging tax backed bond proceeds. Before addressing the waterfall of coverage, it is important to establish the context of Brewhalla's bonding assumptions relative to the City's current projections.

The City's current bonding projection of $45 to $46 million is based on the following key assumptions: a projected lodging tax of $3,668,701, earmarks of $350,000 for operating losses and $250,000 for capital reserves reducing lodging taxes available for debt service to $3,068,701, a debt service coverage ratio of 1.10, an interest rate of 5.50%, and lodging tax growth of 2.00% per year for years 1 through 10 and 1.00% per year for years 11 through 25, resulting in a proposed debt service capacity of $45.3 million.

Brewhalla's proposal improves upon each of these assumptions in the following ways. First, Brewhalla projects a higher total lodging tax of $3,830,000, reflecting the additional lodging tax revenue generated by the new Marriott Tribute Portfolio hotel at $180,000 and incremental demand from existing hotels generated by convention center activity at $75,000, neither of which is included in the City's current projection. Second, and most significantly, Brewhalla proposes eliminating the $350,000 operating loss earmark and the $250,000 capital reserve earmark from the bond structure entirely. These obligations are covered through the City-owned TIF District and Brewhalla LLC's operating guarantees, redirecting the full $3,830,000 in projected lodging tax revenue to debt service. Third, Brewhalla's proposal assumes an interest rate of 5.00% compared to the City's assumption of 5.50%, reflecting current market conditions and Brewhalla's confidence in the financing structure. Together these assumptions support a proposed debt service capacity of $58.5 million, a substantial increase from the City's current $45.3 million projection from the same lodging tax revenue base.

The City's bonding structure includes a debt service coverage ratio of 1.10, which is required by the bond financing to cover any projected shortfalls. This DSCR results in an annual revenue surplus that

accumulates to approximately $6.36 million over the life of the bond, averaging approximately $250,000 per year through year 25. Brewhalla LLC believes this built-in surplus is more than adequate to absorb any reasonable lodging tax shortfall. Furthermore, the bonds can be refinanced in the future should interest rates become more favorable, which would provide an even greater reserve or the potential to retire the bonds more quickly.

In the event lodging tax proceeds fall below projections, the following waterfall of coverage is proposed. First, the debt service coverage surplus built into the bond structure would absorb any initial shortfall. Second, internal bond reserves would provide an additional layer of protection. Third, the City-owned TIF District would serve as the next source of coverage. Finally, Brewhalla LLC as the Developer is prepared to cover any remaining shortfalls for the first three full years of convention center operations, specifically years 2029, 2030, and 2031, in the event the City utilizes the bond advisor's recommended growth projections and a shortfall nonetheless occurs during that period.

The specific mechanisms, thresholds, and triggers for each layer of this waterfall will be defined in detail during developer agreement negotiations. Brewhalla LLC is committed to a structure that provides the City with comprehensive risk protection and will work collaboratively with the City and its advisors to finalize the terms.

2b. Please explain in detail how the Developer proposes to address any difference between the City's available bond proceeds and the total project cost.

BREWHALLA RESPONSE:

Brewhalla LLC's proposal addresses the gap between available bond proceeds and total project cost through a fundamentally different and more efficient utilization of the same lodging tax revenue the City is already committed to deploying. Brewhalla has identified two specific mechanisms that free up lodging tax proceeds currently earmarked for other purposes and redirect them entirely to debt service, resulting in a significantly larger construction budget with no additional public funding required.

First, Brewhalla LLC has proposed to cover any and all operating losses for the Convention Center for the entire term of the Management Agreement. This means there is no risk of operating losses to the City under any circumstance. Because the City bears no operating loss exposure, there is no need to reserve any portion of the 3% lodging tax for this purpose. The $350,000 annual operating loss earmark currently built into the City's bonding structure is eliminated entirely, and those funds are redirected to debt service.

Second, Brewhalla LLC has proposed that the City establish a 1st Avenue TIF District. If approved, the TIF District would serve as the dedicated funding source for long term capital expenditures, assuring the Convention Center's competitiveness and viability well into the future. Critically, the TIF District would generate substantially more funding for capital needs than the $250,000 per year the City's current bonding structure earmarks from lodging tax proceeds for capital reserves. If the TIF District is approved, that $250,000 annual earmark is no longer necessary, and those funds are also redirected to debt service.

The property taxes from the new Marriott Tribute Portfolio hotel, estimated at $280,000 per year, would begin funding the TIF District immediately upon the hotel opening, providing a strong and immediate revenue base for the District from day one.

Together these two mechanisms, eliminating the operating loss earmark and replacing the capital reserve earmark with the TIF District, provide for the full $3,830,000 in projected annual lodging tax revenue to be redirected to debt service, supporting a total construction budget of $58.5 million from the same revenue base the City was already committing to the project.

If the 1st Avenue TIF District is not approved, the $250,000 capital reserve earmark from the lodging tax would remain in place. In that scenario Brewhalla's proposed debt service capacity would be reduced to approximately $52 to $54 million, which would require a reduction in the size of the proposed Convention Center of approximately 8,000 square feet. The operating loss commitment and all other guarantees remain fully in place regardless of TIF District approval.

To summarize:

Same lodging tax revenue. Bigger building. Better long-term funding. No risk to the City.

2c. Please identify all anticipated funding sources beyond the City's bond proceeds, including any anticipated private debt, private equity, tax increment financing, deferred project scope, or other funding sources.

BREWHALLA RESPONSE:

The funding sources for the project are cleanly divided between the public and private components of the Public-Private Partnership.

For the convention center, the City's lodging tax backed bond proceeds and the City-owned TIF District are the only anticipated funding sources. No additional public funding is required, and Brewhalla LLC is not requesting any tax increment financing, tax abatements, or incentives of any kind for the convention center component.

For the private component of the Public-Private Partnership, Brewhalla LLC will fund the Marriott Tribute Portfolio hotel through a combination of cash equity, hard asset equity in the form of land, and privately financed debt. Bell Bank has expressed strong interest in financing the hotel and the ownership group has a long-standing banking relationship with Bell Bank. No public incentives, tax abatements, or tax increment financing are being requested for the private hotel development.

The structure is intentionally clean. The City funds the convention center through its own lodging tax revenue. Brewhalla funds the hotel entirely through private means. Neither component requires or requests public subsidy beyond the bond proceeds and TIF District already identified.

2d. To the extent the project may be modified to align with available funding, please explain how the project design, scope, or programming may change. Please include, if possible, an explanation of how any changes may affect exhibit space, meeting room space, ballroom space, pre-function space, parking, hotel components, or other significant project features. Please explain whether the project is capable of being designed and bid with additive or deductive alternates, phased components, or other flexible design features that would allow the project scope to be adjusted based upon available funding.

BREWHALLA RESPONSE:

1. Any modifications to the project scope resulting from changes in available bond financing will affect only the Convention Center. The privately financed Marriott Tribute Portfolio hotel is entirely independent of the public bond structure and will not be impacted by any reduction in lodging tax bond proceeds.
2. In the event that a reduction in the Convention Center construction budget is required, Brewhalla LLC's approach would be to reduce square footage proportionally across multiple

areas of the facility rather than eliminating any single programmatic component entirely. This preserves the functional balance and operational logic of the building across all event types. Brewhalla LLC would not reduce the main Banquet Hall and Ballroom below 50,000 square feet, as this threshold is essential to the facility's competitiveness for the regional and national convention market the City is seeking to attract.

3. Brewhalla LLC proposes to structure the construction bid with a series of Alternate Bids. This approach allows the project to be competitively bid at full scope while providing the City and the development team with clearly defined, priced options to add or deduct specific components based on actual bids received and available funding. This is a standard and well-established methodology in public facility construction that provides maximum flexibility and cost certainty at the time of award.
4. Certain amenity and enhancement components, such as expandable bleachers in the Exhibit Hall and other non-essential features, may be deferred, deleted, or phased into a future project if funding constraints require it. These components are identified and managed separately from the core building program so that any reductions do not compromise the fundamental functionality and competitiveness of the facility.
5. Brewhalla LLC and the project team, including Mortenson, MBA Architects, and JLG Architects, have already completed Value Engineering reviews of the project and will continue to evaluate alternative structural, mechanical, and electrical systems throughout the design and bidding process. This ongoing Value Engineering effort is designed to identify cost savings opportunities that preserve program and quality while ensuring the project is delivered within available funding parameters.

2e. If lodging tax revenues are insufficient in any year to satisfy projected debt service, reserve requirements, capital obligations (escrow set aside), operating obligations, or other project-related costs, who would bear responsibility for such shortfall?

Please explain any proposed mechanism, guaranty, reserve, reimbursement obligation, developer contribution, restructuring proposal, or other arrangement intended to address any such shortfall.

Please identify any assumptions regarding lodging tax growth, occupancy, tourism activity, interest rates, refinancing, restructuring, or other factors that are material to your response.

BREWHALLA RESPONSE:

As addressed in the responses to Questions 2a and 2b above, Brewhalla LLC has structured a comprehensive waterfall of protection to ensure that lodging tax revenue shortfalls in any given year do not create risk for the City. To restate clearly and address each element of this question directly:

The proposed mechanism for addressing any shortfall operates in the following order. First, the debt service coverage ratio of 1.10 built into the City's bonding structure provides a built-in surplus in each year of the bond period, serving as the first line of protection against any revenue shortfall. Second, internal bond reserves provide an additional layer of coverage. Third, the City-owned TIF District, funded by incremental tax revenue generated by the development, serves as the next source of coverage for any remaining shortfall in debt service, capital obligations, or operating costs. Fourth and finally, Brewhalla LLC as the Developer guarantees coverage of any shortfall not addressed by the preceding layers. The City's General Fund is never at risk under any circumstance.

The key assumptions material to this structure include lodging tax revenue growth consistent with the projections in the City's bonding analysis, hotel occupancy levels supported by the attached Marriott Tribute Portfolio headquarters hotel, and interest rates consistent with current market conditions. Any material changes to these assumptions will be addressed through the waterfall structure described above, with Brewhalla LLC serving as the ultimate backstop in all scenarios.

The specific triggers, thresholds, and guarantee mechanisms for each layer of this structure will be fully defined and documented in the development agreement.

3. Convention Center Operational Loss Risk and Profit-Sharing

The City seeks to better understand the allocation of operational risk associated with the convention center, including responsibility for operating losses, any anticipated operational subsidies, and any proposed profit-sharing arrangements.

3a. Please identify whether the Developer anticipates that the convention center will require any annual operational subsidy, support payment, reimbursement, or other financial contribution from the City. If so, please explain how such amount would be calculated and funded.

BREWHALLA RESPONSE:

Brewhalla LLC's operating pro forma projects a modest net operating loss of $93,084 in Year One, improving to near breakeven in Year Two, turning profitable in Year Three at $138,498, and reaching $234,872 in net income by Year Five. The City's General Fund will not be called upon to subsidize convention center operations at any point.

In the event the convention center requires operational support in the early years, the City-owned TIF District serves as the designated funding source. The TIF District captures incremental tax revenue generated by the development itself, revenue that would not exist without the project, and deploys those funds at the sole discretion of the City. This mechanism ensures that any operational support is self-funded by the development rather than drawn from existing City resources.

Beyond the TIF District, no financial contribution from the City is anticipated or requested.

Brewhalla LLC does propose one reimbursement mechanism as part of a fair and balanced partnership structure. In any scenario where Brewhalla LLC is called upon as the final backstop to cover an operating shortfall not addressed by the TIF District, Brewhalla LLC would seek reimbursement of those actual costs incurred. This reimbursement would be funded through either the City-owned TIF District as it builds reserves over time, or through Convention Center operating profits once the facility reaches stabilized performance. The specific triggers, thresholds, and reimbursement terms will be negotiated and clearly defined in the development agreement.

3b. Please identify the person(s) or entity(ies) that would guaranty or otherwise bear responsibility for operating losses associated with the convention center and describe the nature and duration of such guaranty or assumption of losses.

BREWHALLA RESPONSE:

Brewhalla LLC will provide an entity-level guaranty of convention center operating losses. Personal guarantees will be provided by the following members of the Brewhalla LLC ownership group: Mark Bjornstad, Kevin Bartram, Mike Bullinger, Nikki Nelson, Kelly McComb, and Toni Sandin.

A critical distinction of the Brewhalla proposal is that the individuals providing these personal guarantees are the same individuals who will own the attached Marriott Tribute Portfolio hotel and operate the convention center. This is not a passive financial commitment. These are invested owners with significant private capital deployed on the same site, creating a level of alignment and

accountability that a third-party operator or management company cannot replicate. The City's partner in this Public-Private Partnership has real skin in the game at every level.

Brewhalla LLC proposes a minimum operating agreement of ten years, with the option to extend beyond that term. The operating loss guarantee would remain in effect for the full duration of Brewhalla LLC's management of the convention center. The specific terms, duration, and conditions of the guarantee will be clearly defined and executed as part of the development agreement.

3c. Please identify any limitations, caps, exclusions, offsets, or conditions associated with any proposed assumption or guaranty of operating losses.

BREWHALLA RESPONSE:

Brewhalla LLC does not anticipate any limitations, caps, exclusions, offsets, or conditions on the operating loss guarantees described in this proposal. It is our intent to provide the City with a clean, unambiguous commitment that operating losses will be covered without carve-outs or exceptions that would shift risk back to the City.

The specific terms and conditions of the guarantee will be further negotiated and clearly defined during the developer agreement process. Brewhalla LLC is committed to working in good faith to create an agreement that is fair, transparent, and clearly delineates the obligations and guarantees of both the private and public partners in this Public-Private Partnership.

3d. If the Developer proposes any operational profit-sharing arrangement with the City, please explain how "profit" would be calculated, including any management fees, reserves, or other deductions that would be included or excluded in such calculation.

BREWHALLA RESPONSE:

Brewhalla LLC has proposed a profit sharing arrangement as part of its commitment to a true and transparent Public-Private Partnership with the City. However, Brewhalla LLC is fully open to working within any profit sharing or revenue sharing model the City prefers, and views the final structure as a collaborative outcome of the developer agreement negotiation process.

Brewhalla LLC believes that clearly defined accounting practices and transparent financial reporting are essential to any profit sharing arrangement. The definition of "profit," including which revenues are included, which expenses and deductions are applied, and how management fees, reserves, and capital contributions are treated, must be agreed upon, documented, and consistently applied. Brewhalla LLC is committed to working with the City to reach a mutually agreeable accounting framework that leaves no ambiguity in how financial results are calculated and reported.

As a starting point for establishing those accounting practices, Brewhalla LLC proposes using the FargoDome's accounting and reporting structure as a model. The FargoDome represents a well-understood and locally familiar framework for public venue financial reporting, and building from that foundation provides both parties with a credible and transparent baseline.

The final profit sharing definition, accounting methodology, and reporting requirements will be fully negotiated and documented in the development agreement.

3e. Please explain how operational revenues, expenses, staffing costs, management fees, maintenance costs, and other operating obligations would be allocated between:

Convention center operations,

Hotel operations, and

Event Booking and/or Sales and Marketing

Any related or integrated facilities or operations.

BREWHALLA RESPONSE:

Brewhalla LLC is committed to maintaining completely separate books, financial reporting, and accounting records for each component of this project. There will be no commingling of revenues, expenses, or financial obligations between the convention center, the hotel, or any related private facilities or operations. Each entity will stand on its own financial reporting, and no costs or expenses from private components will be offset against or allocated to the convention center.

The allocation structure is organized as follows:

Convention center operations will maintain a fully independent profit and loss statement. All revenues generated by the convention center, including facility rental, food and beverage commission, ancillary services, and advertising, will be recorded on the convention center's books. All operating expenses, including staffing, management fees, utilities, maintenance, and insurance, will be allocated solely to the convention center and will not be shared with or subsidized by any private component of the project.

Hotel operations will maintain a fully independent profit and loss statement. Hotel revenues and expenses, including room revenue, hotel food and beverage, and all hotel operating costs, are entirely private and will be accounted for separately from the convention center at all times.

Event booking and sales and marketing represent the one area of intentional operational integration. The convention center operations team, the hotel management team, and Visit Fargo-Moorhead will function as a unified booking and sales effort focused on the shared goal of maximizing convention center utilization and economic impact for the community. While the operational coordination is joint, each organization will maintain its own separate financial reporting to ensure full transparency and accountability. The CVB's sales and marketing costs are funded entirely from the CVB's own budget and will not appear as an expense on the convention center's books.

The development agreement will define the cost allocation methodology, reporting requirements, and oversight structure for all components in full detail.

3f. Please explain the anticipated duration of any proposed operational arrangements, including any proposed assumption of operating losses, operational subsidies, or profit-sharing obligations.

BREWHALLA RESPONSE:

Brewhalla LLC is not simply a developer that will build the convention center and hand it off. As owners of the adjacent hotel and operators of the convention center, Brewhalla LLC and its ownership group will remain committed and invested partners with the City for the long term. This is one of the most significant structural advantages of the Brewhalla proposal. The same individuals who are guaranteeing construction and financing are the same individuals who will be operating the facility and living with the results every day.

Brewhalla LLC proposes a minimum operating agreement of ten years, with openness to a longer term at the City's preference. All operating loss guarantees, profit sharing obligations, and any other financial commitments made as part of this proposal will remain in full effect for the entire duration of the operating agreement.

Brewhalla LLC views this not as a contractual obligation to be minimized but as a long term partnership built around a shared goal of delivering meaningful economic impact for the Fargo community and protecting the City from downside risk at every stage of the project.

4. Hotel Construction Risk

The City seeks to better understand the allocation of risk associated with the proposed convention center hotel, including hotel financing, construction, ownership, operation, and long-term maintenance.

4a. Please identify the person(s) or entity(ies) that will own, develop, construct, finance, operate, and maintain the proposed hotel.

BREWHALLA RESPONSE:

The Marriott Tribute Portfolio hotel will be owned, developed, constructed, financed, operated, and maintained by Brewhalla LLC and its ownership group, the same entity and individuals who are building the convention center, operating the convention center, and guaranteeing all associated financial obligations of this proposal.

That alignment is not incidental. It is a deliberate and defining feature of the Brewhalla proposal. The City's partner in this Public-Private Partnership is not a separate hotel developer with independent interests, a passive equity investor, or a third-party management company with no stake in the convention center's success. It is the same committed ownership group with private capital invested on the same site, operating both assets under a unified vision, and personally guaranteeing the financial obligations of both.

Coury Hospitality has been selected as the preferred hotel management operator and will be responsible for day to day hotel operations and long-term maintenance under the direction of Brewhalla LLC as the hotel owner. Formal management agreements will be executed following project award.

This structure gives the City something no other proposal can offer: a single, unified, financially committed partner whose success is inseparable from the success of the convention center.

4b. Please explain if you are seeking any incentive for the proposed hotel. If so, please explain the type(s) of incentives being sought.

BREWHALLA RESPONSE:

Brewhalla LLC is not requesting any incentives, tax abatements, tax increment financing, subsidies, or public assistance of any kind for the proposed Marriott Tribute Portfolio hotel or for any future private development on the greater complex.

The hotel will pay its full property taxes from day one of operations. Those tax payments will actively support and fund the City-owned TIF District, contributing to the fund that benefits the broader convention center complex and surrounding area for the community's benefit.

This is a 100% private investment. The City gets a branded headquarters hotel with no public cost, no incentive obligation, and a new property tax revenue stream that strengthens the very fund designed to protect the City's long term interests in this project.

4c. Will the Developer guaranty construction and completion of the hotel regardless of the hotel brand ultimately selected by the Developer?

BREWHALLA RESPONSE:

Yes. Brewhalla LLC guarantees construction and completion of the hotel regardless of the hotel brand ultimately selected. While Brewhalla LLC has identified the Marriott Tribute Portfolio as its preferred flag, the completion guarantee is not contingent on any specific brand being secured. The City can be assured that a fully operational headquarters hotel will be delivered as part of this project.

4d. Please describe the anticipated timeline for:

Securing a hotel flag/brand (i.e., franchise agreement),

Obtaining financing commitments,

Commencing construction, and

Completion/opening of the hotel (specifically, whether the hotel will be open by the time the convention center is completed)

BREWHALLA RESPONSE:

Securing a hotel flag/brand: Brewhalla LLC has identified the Marriott Tribute Portfolio as its preferred flag and is prepared to move forward immediately upon project award. Brewhalla LLC anticipates completing the franchise agreement within 3 to 6 months of award.

Obtaining financing commitments: Brewhalla LLC has an established banking relationship with Bell Bank, which has expressed strong interest in financing the hotel. Formal financing commitments will be secured within 3 to 6 months of project award, consistent with the timeline for lender underwriting and commitment processes following award confirmation.

Commencing construction: Brewhalla LLC's convention center and hotel plans are significantly developed and ready for bidding. A GMP will be established and construction commenced within 3 to 9 months of project award.

Completion and opening of the hotel: Brewhalla LLC anticipates that the hotel and convention center will be completed on a parallel timeline and open simultaneously. Based on our current understanding of the City's intended process and schedule, it is our goal to have both the hotel and the convention center fully operational at the same time, providing the City and the community with a complete and fully integrated destination from day one.

4e. Please explain how hotel operations will be integrated with convention center operations, including any proposed room-blocking arrangements, operational agreements, or coordination with Visit Fargo-Moorhead and other hotels in the community.

BREWHALLA RESPONSE:

The Marriott Tribute Portfolio hotel is physically attached to the convention center and purpose-built to serve as its headquarters hotel, in true Public-Private-Partnership fashion. This is not a nearby hotel

with a coordination agreement. It is the same ownership group, on the same site, operating under a unified vision with a single overriding priority: to serve the convention center and deliver the most seamless and hospitable experience possible for every organization and guest booking the facility.

Room blocking, booking priorities, and operational coordination between the hotel and the convention center will be fully aligned from day one. Convention center events will always be the highest priority in hotel booking decisions. The specifics of those arrangements will be formalized in the development agreement and operating agreements, but the underlying commitment is structural, not just contractual. When the same ownership group owns both assets, alignment is not something that needs to be negotiated. It is inherent.

The hotel's role extends beyond serving convention center guests directly. Through Brewhalla LLC's integrated partnership with Visit Fargo-Moorhead and the CVB's Housing Bureau, the hotel booking strategy will actively work to fill all hotels in the greater Fargo area. The CVB's Housing Bureau is specifically designed to manage room blocks across multiple properties, ensuring that large conventions and events that exceed the headquarters hotel's capacity are seamlessly accommodated throughout the community's hotel inventory.

No other proposal in this process has created this level of structural alignment between the convention center, the headquarters hotel, and Visit Fargo-Moorhead. The Brewhalla model does not require coordination agreements to achieve integration. The integration is built into the ownership structure itself.

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5. Tax Increment Financing, Tax Exemptions, or Other Incentives

The City seeks to better understand the extent to which the proposed project depends upon tax increment financing ("TIF"), tax exemptions, or other public incentives.

5a. Please identify all tax increment financing, tax exemptions, public subsidies, reimbursements, or other incentives that the Developer is requesting, anticipating, or proposing in connection with the project.

BREWHALLA RESPONSE:

Brewhalla LLC is not requesting any tax increment financing, tax exemptions, public subsidies, reimbursements, or other incentives of any kind for the private hotel development or any other private component of this project. The Marriott Tribute Portfolio hotel will be privately financed and will pay full property taxes from day one of operations.

With respect to the convention center, Brewhalla LLC has proposed that the City consider establishing a 1st Avenue TIF District as a financial tool for the City's own benefit. This is not a developer incentive. It is a City-controlled mechanism that provides the City with a dedicated funding source to cover capital maintenance reserves, future convention center improvements, and other investments within the district at the City's sole discretion.

The proposed TIF District captures incremental tax revenue generated by the new development, revenue that would not exist without the project, and makes those funds available to the City without requiring special assessments, increased property taxes on existing district properties, or appropriations from the City's General Fund. Brewhalla LLC as the private developer has no access to and derives no financial benefit from these funds. The TIF District is a tool for the City, structured to

ensure the long term financial health and competitiveness of the convention center and surrounding district remains in the City's hands and is funded by the growth the development creates.

5b. Please explain how any requested or anticipated incentives would be utilized, including the specific project costs, infrastructure, capital expenditures, operating expenses, or other obligations such incentives are intended to fund or offset.

BREWHALLA RESPONSE:

No incentives of any kind are being requested for the hotel. The hotel is entirely privately financed and funded.

With respect to the proposed 1st Avenue TIF District, the funds generated would be utilized exclusively for the City's benefit in two primary ways:

First, the TIF District would allow the City to build a substantial Capital Reserve Fund dedicated to the long term maintenance, improvement, and competitiveness of the convention center. Funding capital reserves through the TIF District removes this obligation from the lodging tax bond structure entirely, freeing those previously earmarked lodging tax proceeds to be redirected toward debt service on the convention center construction.

Second, and critically, redirecting lodging tax proceeds from capital reserves to debt service allows the City to support a significantly larger construction budget without increasing the total public financial commitment. The result is a bigger, more competitive, and better capitalized convention center funded by the same lodging tax revenue base the City was already committing to the project. The City receives more facility, stronger long term capital protection, and greater community impact from the same dollar.

Beyond capital reserves, the TIF District provides the City with a flexible and growing funding source that can be deployed at its sole discretion for future convention center improvements, infrastructure investments, and other community priorities within the district as they arise over time.

5c. Please explain whether the project would remain financially feasible and operationally sustainable if some or all the requested incentives were not approved.

BREWHALLA RESPONSE:

Brewhalla LLC is not requesting any private developer incentives. No funds from the proposed 1st Avenue TIF District flow to Brewhalla LLC or any affiliated private entity at any point. To the contrary, Brewhalla LLC and the Marriott Tribute Portfolio hotel will pay full property taxes from day one, and those tax payments are among the incremental revenues that fund the TIF District itself. The TIF District is a City-controlled public tool, not a developer incentive, and should not be evaluated as such.

With that clarification stated, the direct answer to this question is yes. The project remains entirely financially feasible and operationally sustainable if the 1st Avenue TIF District is not approved. The convention center, the headquarters hotel, and Brewhalla LLC's operating and financial commitments to the City are not contingent on TIF District approval.

The practical impact of the TIF District not being approved is straightforward. Without the ability to redirect capital reserve obligations from the bond structure to the TIF District, a portion of the lodging tax bond proceeds that would otherwise support construction debt service must instead be reserved for

capital maintenance. The result is a modestly smaller construction budget and therefore a slightly smaller convention center. The project is still viable, still competitive, and still fully backed by the same financial guarantees and commitments described throughout this response. The TIF District simply allows the City to build a larger, better capitalized, and more competitive facility from the same revenue base it is already committing to the project.

5d. To the extent the project would be modified if such incentives were unavailable or reduced, please explain how the project design, scope, timeline, hotel component, parking, or other significant project features may change.

BREWHALLA RESPONSE:

1. There is no impact on the hotel project.
2. With respect to the convention center, please refer to the response to Question 2d above.

5e. Please identify any additional forms of financial participation, assistance, subsidy, reimbursement, land contribution, tax treatment, or other economic support the Developer anticipates requesting from the City now or in the future.

BREWHALLA RESPONSE:

Brewhalla LLC does not anticipate requesting any additional forms of financial participation, assistance, subsidy, reimbursement, land contribution, preferential tax treatment, or other economic support from the City now or in the future.

The one request Brewhalla LLC does make is not a financial incentive. It is a structural change to how the City deploys its own lodging tax revenue. Specifically, Brewhalla LLC requests that the City remove the lodging tax earmarks currently designated for operating losses and capital reserves, so that the full lodging tax proceeds can be directed entirely toward debt service on the convention center construction. The operating loss backstop and capital reserve obligations would instead be covered through the City-owned TIF District and Brewhalla LLC's own guarantees as described throughout this response.

The City commits the same lodging tax revenue it was already planning to commit. It simply deploys it more efficiently, resulting in a larger and more competitive convention center with stronger long term financial protection and no additional public cost.

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6. Land Acquisition, Ownership, and Property Interests

The City seeks to better understand the proposed ownership structure of the convention center project and any anticipated land acquisition, land contribution, or transfer of property interests involving the City.

6a. Please identify all real property anticipated to be utilized for the convention center, the hotel, parking facilities, and any related project infrastructure or supporting development.

BREWHALLA RESPONSE:

The total development site encompasses slightly larger than 8 acres. The real property anticipated to be utilized for the project is organized as follows:

The convention center building and the adjacent parking lot to the west of the convention center will be donated to the City of Fargo at no cost. The City will own the convention center building and this parking infrastructure outright, with no purchase price or land cost obligation.

The remainder of the site will be retained by Brewhalla LLC and will serve as the location for the Marriott Tribute Portfolio hotel and the adjacent parking lot to the east of the hotel. This portion of the site remains entirely private and is developed at no cost or obligation to the City.

6b. Please identify which person(s) or entity(ies) currently own such property and which person(s) or entity(ies) are anticipated to own such property following completion of the project. If any property is not currently owned by the Developer or affiliated entities, please describe the nature of any purchase option, purchase agreement, letter of intent, development agreement, or other site-control arrangement relating to such property.

BREWHALLA RESPONSE:

The entire development site is currently owned by Bullinger Enterprises, L.L.L.P (Bullinger Enterprises). Upon project commencement, Bullinger Enterprises will contribute the land into Brewhalla LLC as part of the ownership group's equity contribution to the project.

Ownership of the real property will be divided as follows: The convention center building and the adjacent western parking lot will be donated to the City of Fargo at no cost. The Marriott Tribute Portfolio hotel and the adjacent eastern parking lot will be retained by Brewhalla LLC as private property.

All real property required for the project is currently under the control of the development group. There are no outstanding purchase options, letters of intent, or third-party site control arrangements required to assemble the development site.

6c. Please explain whether the City would be expected to acquire, convey or lease land for the project.

BREWHALLA RESPONSE:

No. The City is not expected to acquire, convey, or lease any land for this project. The entire development site is owned and controlled by the Brewhalla LLC ownership group. The convention center land and western parking lot will be donated to the City at no cost. No land acquisition, conveyance, or lease obligation of any kind is required from the City.

6d. To the extent your proposal involves the City conveying and/or selling land for purposes of the convention center and/or hotel, describe in detail the proposed purchase price and how said purchase price was calculated.

BREWHALLA RESPONSE:

This question is not applicable to the Brewhalla proposal. The City is not conveying or selling any land in connection with this project. To the contrary, Brewhalla LLC is donating the convention center land and adjacent western parking lot to the City at no cost. No purchase price calculation is required or relevant under this proposal structure.

6e. Please explain any proposed shared-use arrangements, ownership structures, or long-term operational arrangements involving parking facilities, access areas, plazas, infrastructure, or other integrated project components. Please also identify any assumptions regarding public parking availability, parking fee structures, parking validation, reserved parking, or future parking infrastructure. For purposes of responding to this request, the City does not presently anticipate waiving parking fees associated with downtown parking facilities or providing financial assistance for additional parking structures.

BREWHALLA RESPONSE:

The Brewhalla proposal does not require any shared-use parking arrangements, public parking facilities, or financial assistance from the City for parking infrastructure. This question is largely not applicable to our proposal structure, but we welcome the opportunity to address parking comprehensively as it represents a significant advantage of the Brewhalla site.

Parking for the convention center and hotel will be provided on site at no cost to attendees. The dedicated convention center parking lot to the west of the convention center will be donated to the City along with the convention center building and will offer free parking for all convention center guests and events. The hotel parking lot to the east of the hotel will remain privately owned by Brewhalla LLC and will also offer free parking. The existing Brewhalla campus currently provides free parking and that will remain unchanged. No parking fees, validation programs, reserved parking structures, or public parking subsidies are anticipated or requested under this proposal.

Looking beyond the immediate site, the Brewhalla proposal is uniquely positioned to accommodate future parking expansion. Across 1st Avenue from the convention center, additional land presents a significant opportunity for future parking infrastructure, whether in support of a convention center expansion, additional private development, or a combination of both. This is not a constraint of our proposal. It is an opportunity that other sites in this process cannot offer.

This future parking expansion opportunity connects directly to the broader value of the City-owned TIF District. As the TIF District builds reserves over time, the City retains full discretion to deploy those funds toward a convention center expansion, additional parking structures, or any other community priority it chooses to pursue in the surrounding area. The site is designed with the long term in mind, and the City-owned TIF District is the financial engine that makes that long term vision achievable without additional public burden.

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7. Pro Forma Operating Projections — Apples to Apples

The City seeks to better understand the assumptions, methodologies, and allocation of revenues and expenses reflected in the Developer's pro forma operating projections. During Phase II of this RFP process, you and the other three proposers provided pro forma operating projections and HVS attempted to convert each of them into a "stabilized year" comparison, as reflected on page 6 of their April 20, 2026 revised report.

7a. To the extent possible, please provide an updated "apples-to-apples" comparison of the proposed convention center operations utilizing, to the extent reasonably possible, the line items and categories identified in the HVS analysis.

BREWHALLA RESPONSE:

Brewhalla LLC has restated its stabilized year operating pro forma to align with the HVS uniform system of accounts to the greatest extent possible. The restated comparison is provided as an attachment to this response.

The original Brewhalla submission and the HVS restated comparison are substantially identical. The sole adjustment required to conform Brewhalla's pro forma to the HVS format is the reclassification of $48,000 in Advertising and Sponsorship revenue from Operating Revenue to Non-Operating Revenue, consistent with the HVS reporting structure. This is a presentation adjustment only. It does not reflect any change in projected revenue, any change in assumptions, or any revision to the underlying operating model. Net Income remains unchanged at $232,474 in both the original and restated presentations.

In an effort to completely align with the HVS assumptions and demand projections, Brewhalla LLC has also prepared a third scenario that applies the HVS baseline Naming Rights assumption of $96,000 to the restated pro forma. Naming Rights were intentionally excluded from Brewhalla's original submission as a conservative modeling choice, preserving full flexibility for the City to structure any naming rights arrangement as it sees fit. However, if the City were to pursue naming rights consistent with the HVS baseline assumption, Brewhalla's restated pro forma produces a Net Income of $328,474 in the stabilized year, a further improvement of $96,000 over the already strong restated baseline. All other line items remain identical to the restated column.

The restated pro forma confirms that Brewhalla's operating projections closely align with the HVS baseline assumptions, a conclusion independently reached by HVS in its April 20, 2026 evaluation report. HVS noted that Brewhalla generates the strongest operating performance of all four proposals, with total operating revenue of approximately $5.74 million and the highest net operating income of any proposal at $675,075 in the stabilized year. Brewhalla's revenue assumptions track the HVS baseline more closely than any other proposer, reflecting the fact that Brewhalla's original pro forma was built directly from HVS benchmarks and demand assumptions.

Three additional items warrant brief explanation in the context of the apples-to-apples comparison. First, Brewhalla's Capital Maintenance Reserve is $0 as an operating line item because capital maintenance is funded through the City-owned TIF District, not through the operating budget. This is a structural advantage, not an omission. Second, Naming Rights revenue is $0 in the original and restated submissions as a deliberate and conservative modeling choice, preserving full flexibility for the City to structure naming rights as it sees fit. HVS noted this may understate Brewhalla's potential upside, as illustrated by the third scenario. Third, Transfers In is $0 because Brewhalla's structure requires no public subsidy from the City's General Fund. Any operating shortfall is backstopped first by the City-owned TIF District and ultimately by Brewhalla LLC, as described in detail throughout this response.

Please refer to the attached updated apples-to-apples pro forma for the full restated comparison across all three scenarios.

7b. Please explain any material differences between: the Developer's original operating projections, the HVS assumptions or adjustments, and any updated projections or assumptions now being proposed by the Developer.

BREWHALLA RESPONSE:

The material differences between Brewhalla LLC's original operating projections, the HVS assumptions, and the updated restated projections are addressed in detail in the response to Question 7a above. To summarize and supplement that response:

As between Brewhalla's original submission and the HVS restated comparison, the only material difference is the reclassification of $48,000 in Advertising and Sponsorship revenue from Operating Revenue to Non-Operating Revenue to conform to the HVS reporting format. No assumptions, revenue projections, or expense figures were changed. Net Income is identical at $232,474 in both presentations.

As between Brewhalla's original submission and the HVS baseline projections, the differences are minimal and reflect Brewhalla's deliberate conservative modeling choices. Naming Rights and Transfers In are $0 in Brewhalla's submission, while the HVS baseline includes $96,000 and $345,000 respectively. As illustrated in the third scenario provided in the attached pro forma, applying the HVS Naming Rights assumption to Brewhalla's restated pro forma produces a Net Income of $328,474. Brewhalla is not proposing any new revenue assumptions beyond what is reflected in the attached pro forma.

Brewhalla LLC is not proposing any new or revised operating assumptions beyond the restatement and naming rights scenario described in Question 7a and reflected in the attached pro forma.

7c. Please identify and explain all material assumptions utilized in preparing the operating projections, including assumptions regarding: Occupancy, event volume (per type of event: # events, # days per event), event rent and other event charges, hotel room nights, gross food and beverage revenue (daily per cap per event), food and beverage expense, sponsorship revenue, management fees, staffing costs and rationale, operational efficiencies, integrated/shared operations, and anticipated public subsidies or support payments.

BREWHALLA RESPONSE:

Brewhalla LLC's operating pro forma was built directly from the assumptions and demand projections established in the HVS Convention Center Market Study (April 2025). The following identifies each material assumption and its source:

Event Volume and Occupancy. Brewhalla adopted the HVS five-year demand projections in full. At stabilization (Year 4), the HVS study projects 205 total events annually, including 10 Conventions, 5 Tradeshows, 15 Consumer Shows, 20 Conferences, 100 Meetings, 40 Banquets, 5 Assemblies, and 10 Sports and Competition events, with total attendance of approximately 88,800 attendees per year. These figures were adopted without modification.

Event Days Per Event. Event day assumptions by event type were adopted directly from the HVS study and applied consistently across all five years of the pro forma.

Facility Rental Rates. Rental rates were adopted directly from the HVS revenue parameters. The HVS stabilized year rates are as follows: Conventions and Tradeshows at $7,500 per event day, Consumer Shows at $10,000 per event day, Conferences at $5,000 per event day, Banquets at $3,000 per event day, Assemblies at $2,500 per event day, and Meetings at $1,000 per event day. These rates were held constant between the opening and stabilized year as specified by HVS.

Hotel Room Nights. The HVS study projects approximately 31,200 occupied room nights generated by the convention center in the stabilized year. This demand projection directly supports the rationale for the attached Marriott Tribute Portfolio headquarters hotel and informed the hotel sizing at 148 rooms.

Gross Food and Beverage Revenue. Per attendee food and beverage spending rates were adopted directly from the HVS study. The following per attendee, per date rates are: Conventions $40.00, Tradeshows $30.00, Consumer Shows $7.00, Conferences $40.00, Meetings $25.00, Banquets $60.00, and Assemblies $5.00. Gross food and beverage revenue is projected at $4,016,000 in the stabilized year, consistent with the HVS baseline.

Food and Beverage Expense. The HVS study assumes food and beverage costs at 45% of gross food and beverage sales in both the opening and stabilized years. Brewhalla's exclusive catering structure remits 75% of gross food and beverage sales to the caterer and 25% to the convention center as net commission. The 75% caterer retention is reflected as the Cost of Goods Sold line in Brewhalla's pro forma and produces a cost ratio consistent with the HVS assumption when viewed on a gross basis.

Sponsorship Revenue. Advertising and Sponsorship revenue of $48,000 in the stabilized year was included in Brewhalla's original pro forma within Operating Revenue and has been reclassified to Non-Operating Revenue in the restated version to align with HVS format. This figure is consistent with the HVS baseline assumption of $48,000 in the stabilized year.

Management Fees. Brewhalla's management fee structure consists of a base fee of 4% of gross revenue and a performance incentive fee of 15% of Net Operating Income, producing a total management fee of $270,601 in the stabilized year. The HVS baseline assumes a management fee of 3% of total operating revenue at stabilization. Brewhalla's fee is modestly higher, reflecting the two-part performance-based structure and the additional operational risk Brewhalla is absorbing as both owner and operator.

Staffing Costs and Rationale. Brewhalla's Salaries and Wages are projected at $902,325 in the stabilized year, significantly below the HVS baseline of $2,262,000. This reflects two distinct and deliberate structural advantages of the Brewhalla proposal that reduce staffing costs and operating risk for the convention center:

First, the fully integrated partnership with Visit Fargo-Moorhead eliminates sales and marketing staffing costs from the convention center budget entirely. Visit Fargo-Moorhead assumes full fiscal responsibility for all sales and marketing staffing and functions from its own budget, with no cost allocated to the convention center. The CVB's existing sales team, booking infrastructure, housing bureau, and marketing resources are deployed on behalf of the convention center at no operating cost to the facility. This is a direct and material reduction in staffing expenses that no other proposal in this process can replicate.

Second, all food and beverage staffing costs are absorbed by Brewhalla's exclusive catering partner. The HVS baseline staffing assumption includes the significant labor cost associated with in-house catering and food and beverage operations. Under Brewhalla's model, those costs are entirely the responsibility of the exclusive caterer, not the convention center. The convention center receives 25% of gross food and beverage sales as net commission with zero staffing burden, zero food and beverage labor risk, and zero cost of goods exposure.

Together these two strategic partnerships with Visit Fargo-Moorhead and the exclusive catering partner create a staffing model that is structurally leaner, lower risk, and more financially resilient than a traditional standalone convention center operating model. Convention center staffing covers operations, event execution, and facility management only, with both sales and marketing and food and beverage staffing costs fully transferred to dedicated partners.

Operational Efficiencies and Integrated Operations. Operations and Maintenance, Utilities, and Supplies and Equipment assumptions were benchmarked against HVS industry estimates and cross-referenced against actual Brewhalla facility operating data to ensure reasonableness. All convention center revenues and expenses are maintained on fully independent books and financial reporting separate from any private Brewhalla operations or the hotel. There is no commingling of financial records between the convention center and any related private entity.

Anticipated Public Subsidies. Brewhalla's pro forma includes zero Transfers In across all five years. No public subsidy from the City's General Fund is anticipated or required. Any operating shortfall in the early years is backstopped first by the City-owned TIF District and ultimately by Brewhalla LLC as described throughout this response.

7d. Please explain how revenues, costs, staffing, management fees, maintenance obligations, and other operational expenses are allocated between: Convention center operations, Hotel operations, and any related or integrated facilities or operations.

BREWHALLA RESPONSE:

Brewhalla LLC is committed to maintaining fully independent and transparent financial records for each component of this project. The convention center, the hotel, and any related private facilities or operations will each maintain separate books, separate profit and loss statements, and separate financial reporting. There will be no cross-allocation, commingling, or transfer of revenues or expenses between the convention center and any privately owned entity under any circumstance.

To address the question directly and specifically:

Convention center revenues are generated by and recorded solely to the convention center. No revenue from the hotel, Brewhalla campus, or any other private operation will be recorded on the convention center's books, and no convention center revenue will be diverted to any private entity.

Convention center expenses are allocated solely to the convention center. No costs, expenses, staffing obligations, maintenance costs, or management fees from any private entity will be allocated to or offset against the convention center's operating budget. The convention center bears only its own clearly defined and independently documented operating costs.

Hotel operations are entirely private and financially independent. Hotel revenues, expenses, staffing, and all other financial obligations are recorded exclusively on the hotel's own books and have no financial relationship with the convention center's operating results.

The only area of intentional operational coordination between the convention center and the hotel is event booking and room block management, which is handled through the integrated partnership with Visit Fargo-Moorhead. This coordination is operational in nature and does not involve any cross-allocation of financial obligations between the two entities.

Brewhalla LLC welcomes and fully supports any audit, oversight, or financial review process the City wishes to implement to verify the integrity of these separate financial structures. Full transparency in financial reporting is not just a commitment of this proposal, it is a condition Brewhalla LLC affirmatively invites.

7e. Please identify any assumptions or conclusions in the HVS or Baker Tilly analyses which you disagree with and explain the basis for said disagreement.

BREWHALLA RESPONSE:

Brewhalla LLC has identified several assumptions and conclusions in the HVS April 20, 2026 evaluation report that we believe warrant correction or further consideration by the City Commission. We raised a number of these concerns directly with the committee following the report's distribution and reiterate them here for the record.

Scoring Calculation Errors. The HVS report contains arithmetic errors in the proposal scoring summary. The corrected scores are as follows: Kilbourne/EAPC/Civic Center 82 (listed as 81), Enclave/Scheels 65 (listed as 67), Brewhalla 70 (listed as 66), and FARGODOME 45 (correct). We respectfully request that the committee acknowledge and correct these errors, as they affect the accuracy of the comparative record.

Hotel Plan Scoring — Kilbourne/EAPC/Civic Center Perfect Score. Brewhalla's most significant disagreement with the HVS evaluation concerns the perfect score of 15 out of 15 awarded to Kilbourne/EAPC/Civic Center for its Hotel Plan. The RFP explicitly requested that proposers include a new hotel as part of the Public-Private Partnership. The City's own bonding projections assume a new hotel will be constructed. Kilbourne/EAPC/Civic Center proposes no new hotel construction, instead relying on two existing, separately owned downtown hotels each with separate ownership, separate management, and no binding alignment with the convention center.

Awarding a perfect hotel score to a proposal that does not build a hotel is internally inconsistent with the RFP's stated requirements and the City's financial assumptions. Furthermore, the arrangement Kilbourne/EAPC/Civic Center proposes carries a fundamental operational flaw that the HVS evaluation does not appear to have adequately considered. The HVS report characterizes the Kilbourne/EAPC/Civic Center proposal as offering 275 hotel rooms in support of the convention center. However, these are not 275 rooms purpose-built and dedicated to the convention center. They are rooms in two independently owned and operated hotels that currently serve the broader downtown Fargo market at high occupancy levels.

Hotels operating at high occupancy do not have 275 rooms freely available to a convention center. They have existing corporate clients, longstanding contracted room block agreements, and deep institutional relationships with major corporate headquarters located in downtown Fargo. Those corporate relationships and contracted obligations do not disappear when a convention center opens a couple blocks away. They represent competing priorities that will directly conflict with the convention center's need to block rooms for convention groups. A convention planner attempting to secure a room block at one of these hotels may find that a significant portion of their target inventory is already committed to a corporate client under a long-term agreement, leaving the convention center unable to deliver on its room block commitments to event organizers.

This is precisely the conflict of interest and booking priority misalignment that was flagged as problematic by several of the convention centers the committee visited during its research process. Those site visits directly informed the committee's preference for a unified management model with a purpose-built headquarters hotel dedicated to the convention center. That preference should have been reflected in HVS's hotel scoring, not rewarded with a perfect score for the proposal least aligned with it. Brewhalla proposes a fully committed, privately financed, physically attached 148-room Marriott Tribute Portfolio headquarters hotel with unified ownership and management, plus the existing 43-room Brewhalla Hotel adjacent to the site, and received only 10 out of 15 for its Hotel Plan. That scoring disparity is not defensible given the RFP requirements, the City's financial assumptions, and the committee's stated objectives.

Site Location — Adjacent Amenities. HVS identified as a con the "lack of adjacent restaurant and retail amenities" for the Brewhalla site. This conclusion is factually inaccurate. There are 14 local businesses offering a mix of retail and restaurant options adjacent to the proposed site within the Brewhalla campus

and surrounding area. Furthermore, Brewhalla welcomes over 550,000 annual guests, making it one of the most visited destinations in Fargo. This existing draw represents a significant and demonstrable amenity to the convention center that was not accurately reflected in the HVS evaluation.

Site Location — Expansion Capacity. HVS identified as a con "no capacity for expansion." This conclusion is also inaccurate. The convention center building plan was specifically designed with the ability to expand intuitively. The current site plan identifies available land within the development envelope to accommodate building expansion. Additionally, Brewhalla has identified surrounding properties that it either owns or is in active discussions to acquire, providing significant additional area for future convention center campus expansion.

Concept Plan — Meeting Space Integration. HVS identified as a con that "meeting spaces in Brewhalla are not well integrated with the convention center." The convention center itself includes meeting space that meets or exceeds the program requirements established by the RFP. The Brewhalla meeting spaces referenced by HVS are adjacent to the convention center and were presented as over and above opportunities available to convention center users, not as a substitute for the convention center's own meeting space. This distinction was not accurately reflected in the HVS evaluation.

Hotel Plan — Financing Information. HVS identified as a con "little information on the ability to finance new hotel development." Brewhalla provided a letter from Bell Bank in its proposal submission confirming the ownership group's ability to obtain financing, along with an explanation of the group's commitment to guarantee such financing. This documentation was included in the proposal and should have been reflected in the HVS evaluation.

Schedule Scoring. All four proposals received identical scores of 8 out of 10 for Schedule despite vastly different completion dates and levels of development readiness. HVS identified Brewhalla's schedule as having the con of being "aggressive." Brewhalla's April 2028 completion target reflects the ready-to-build nature of the site, the development and construction expertise of the Mortenson-led team, and the significant preparatory work already completed to bring building plans to a state of readiness for immediate construction commencement upon award. A faster, better-prepared schedule should be recognized as a competitive strength, not penalized as a liability. Scoring all four proposals identically despite these meaningful differences does not accurately reflect the relative development readiness of each site.

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8. Convention Center Management / Hotel Management / Integrated Operations

The City seeks to better understand the proposed management structure for the convention center and convention center hotel, including event booking, operations, maintenance responsibilities, and coordination between project components and community stakeholders.

8a. Please identify the person(s) or entity(ies) that will be responsible for: Convention center management, Convention center operations and maintenance, Hotel management, and Hotel operations and maintenance.

BREWHALLA RESPONSE:

Convention Center Management. Brewhalla LLC will serve as the convention center manager, responsible for all aspects of convention center operations, event execution, and facility oversight. Visit Fargo-Moorhead will serve as the full operating partner responsible for all event booking, sales, and marketing from its own budget, fully integrated with Brewhalla LLC's operations team.

Convention Center Operations and Maintenance. Brewhalla LLC will be responsible for all convention center operations and maintenance, including day to day facility management, event setup and execution, housekeeping, and long-term capital maintenance planning. Capital maintenance reserves are funded through the City-owned TIF District.

Hotel Management. The Marriott Tribute Portfolio hotel will be owned by Brewhalla LLC. Coury Hospitality has been selected as the preferred hotel management company and will be contracted by and report directly to Brewhalla LLC as the hotel owner. Coury Hospitality will be responsible for all hotel management functions including reservations, guest services, revenue management, and brand compliance under the Marriott Tribute Portfolio franchise agreement.

Hotel Operations and Maintenance. Day to day hotel operations and long-term maintenance will be the responsibility of Coury Hospitality under its management agreement with Brewhalla LLC. Brewhalla LLC retains corporate oversight of the hotel as owner and will ensure that hotel operations remain fully aligned with the priorities of the convention center.

8b. Please describe the proposed management structure for the convention center, including responsibility for: Event booking, Marketing and sales, Operations, Maintenance, Food and beverage operations, and Financial management.

BREWHALLA RESPONSE:

Event Booking. Visit Fargo-Moorhead serves as the full operating partner responsible for all event booking on behalf of the convention center. The CVB's existing sales team, booking infrastructure, and housing bureau are deployed in this role from the CVB's own budget at no cost to the convention center. Scheduling and booking decisions are made mutually between Brewhalla LLC and Visit Fargo-Moorhead with the shared goal of maximizing convention center utilization and economic impact for the community.

Marketing and Sales. Visit Fargo-Moorhead and Brewhalla LLC will work jointly to budget for and execute all convention center marketing and sales efforts. Visit Fargo-Moorhead brings its full organizational capabilities to this partnership, including regional and national convention sales, digital and traditional marketing, trade show representation, and destination marketing expertise. Brewhalla LLC as the convention center operator contributes direct sales and marketing support as part of its operating role. Together the two partners present a unified and fully resourced marketing and sales effort on behalf of the convention center, coordinated through a shared booking and sales strategy aligned with the goals of the City and the broader Fargo hospitality community.

Operations. Brewhalla LLC is responsible for all convention center operations, including event setup and execution, staffing of operational roles, vendor coordination, security, housekeeping, and all day to day facility functions necessary to deliver a high quality guest and client experience.

Maintenance. Brewhalla LLC is responsible for all routine and preventive maintenance of the convention center facility. Long-term capital maintenance and major repairs are funded through the City-owned TIF District, ensuring the facility's long-term functionality and competitiveness without reliance on the convention center's operating budget or the City's General Fund.

Food and Beverage Operations. All food and beverage operations are managed exclusively by Brewhalla LLC's exclusive catering partner under a contracted arrangement. The catering partner assumes full responsibility for all food and beverage staffing, cost of goods, preparation, service, and quality control. The convention center receives 25% of gross food and beverage sales as net commission with no food and beverage staffing burden, no labor risk, and no cost of goods exposure.

Financial Management. The convention center will maintain fully independent books and financial reporting separate from all private entities including the hotel and any other related operations. Brewhalla LLC is responsible for all financial management of the convention center, including budgeting, accounting, reporting, and audit compliance. Financial reporting will be transparent, auditable, and structured to provide the City with full visibility into convention center financial performance at all times.

8c. If you are proposing an exclusive private caterer, please explain the rationale for such arrangement and the anticipated financial impact on the convention center operational model, event operations, and the broader local hospitality community.

BREWHALLA RESPONSE:

Brewhalla LLC proposes an exclusive catering partner arrangement for all food and beverage operations at the convention center. The rationale for this structure is grounded in risk reduction, operational efficiency, and financial clarity for the convention center.

From a financial standpoint, the exclusive catering model eliminates food and beverage staffing costs, cost of goods exposure, and labor risk from the convention center's operating budget entirely. The catering partner assumes full responsibility for all food and beverage operations and remits 25% of gross food and beverage sales to the convention center as net commission. This produces a clean, predictable revenue stream with no operational downside risk to the convention center or the City. The HVS study projects gross food and beverage revenue of $4,016,000 in the stabilized year, generating approximately $1,004,000 in net commission revenue to the convention center under this model.

From an operational standpoint, the exclusive catering arrangement provides event planners and convention clients with a seamless, professionally managed food and beverage experience under a single accountable partner. This simplifies event planning, ensures consistent quality standards, and reduces the coordination complexity associated with managing multiple catering vendors across a high-volume convention calendar.

From a community standpoint, Brewhalla LLC is committed to working with local Fargo food and beverage suppliers and vendors as part of the catering model. The exclusive catering partner will be directed to incorporate local businesses, local ingredients, and locally distinctive culinary experiences wherever possible. This approach delivers an authentically Fargo hospitality experience for convention guests while supporting the broader local business community. The exclusive catering arrangement does not preclude local participation. It provides a structured and professionally managed platform through which local vendors can participate and thrive.

8d. Please describe the proposed management structure of the convention center hotel, including responsibility for hotel operations, room inventory management, and coordination with convention center activities and events.

BREWHALLA RESPONSE:

The Marriott Tribute Portfolio hotel is owned by Brewhalla LLC and managed by Coury Hospitality under a management agreement contracted by and reporting directly to Brewhalla LLC as the hotel owner. Brewhalla LLC retains corporate oversight of all hotel operations as owner and ensures that hotel management decisions remain fully aligned with the priorities of the convention center.

Hotel Operations. Coury Hospitality is responsible for all day to day hotel operations including guest services, reservations, housekeeping, revenue management, brand compliance under the Marriott Tribute Portfolio franchise agreement, and long-term facility maintenance. Coury Hospitality brings extensive experience managing hotels associated with convention centers and is well positioned to deliver a headquarters hotel experience consistent with the expectations of convention planners and attendees.

Room Inventory Management. Convention center events are the highest priority in all room inventory and booking decisions. Room blocks for convention center events will be managed through the integrated partnership between Brewhalla LLC, Coury Hospitality, and Visit Fargo-Moorhead's housing bureau. The housing bureau will coordinate room blocks across the headquarters hotel and the broader Fargo hotel community to ensure that conventions and events of all sizes are fully accommodated. The structural alignment between the convention center operator and the hotel owner eliminates the conflicts of interest and booking priority disputes that arise when convention centers rely on separately owned hotels for headquarters hotel functions.

Coordination with Convention Center Activities and Events. The convention center building and land are owned by the City of Fargo, with Brewhalla LLC serving as the operator under the development agreement. Brewhalla LLC also owns the adjacent Marriott Tribute Portfolio hotel. This structure creates a uniquely aligned partnership in which the same ownership group is both operating the City's convention center and owning the headquarters hotel, ensuring that hotel scheduling, group sales, and operational planning are fully integrated with the convention center booking calendar managed jointly by Brewhalla LLC and Visit Fargo-Moorhead. This unified approach ensures that the hotel and convention center function as a single seamless destination for every event booked at the facility.

8e. Please explain how event booking, scheduling, operations, and customer coordination will be integrated between the convention center, convention center hotel, and any related integrated facilities or operations.

BREWHALLA RESPONSE:

Brewhalla LLC has designed an integrated operational model that brings together three highly capable and aligned partners to deliver a seamless experience for every event planner, organization, and attendee that chooses the Fargo Convention Center.

Event Booking and Scheduling. Visit Fargo-Moorhead leads all convention sales and event booking efforts, bringing the full resources of one of the region's most capable destination marketing organizations to bear on filling the convention center calendar. Booking decisions are made in close coordination with Brewhalla LLC as the convention center operator, ensuring that scheduling, pricing, and event sequencing are managed with a unified strategy. Hotel room block availability through Coury Hospitality is integrated into the booking process from the first point of contact with a prospective event planner, presenting a complete and compelling package that includes the facility, the headquarters hotel, and the full destination experience in a single coordinated conversation.

Operations and Event Execution. Once an event is booked, Brewhalla LLC's operations team takes ownership of every aspect of event execution. From initial site visits and event planning through setup, execution, and post-event wrap, the Brewhalla operations team serves as the single point of accountability for the convention center client. The exclusive catering partner is fully integrated into this operational model, coordinating food and beverage planning directly with the Brewhalla operations team to ensure a seamless culinary experience that reflects the unique character and quality of the Fargo community.

Customer Coordination and Guest Experience. Coury Hospitality's hotel management team operates in close coordination with the Brewhalla convention center operations team to ensure that the guest experience is seamless from arrival to departure. Convention attendees move between the headquarters hotel and the convention center with ease, supported by a team that is aligned at the ownership level and communicating in real time at the operational level. Room blocks are managed proactively, check-in and check-out are coordinated around event schedules, and the overall guest experience is designed to exceed the expectations of even the most experienced convention attendees.

What Brewhalla LLC has built is not simply a management structure. It is a purpose-built partnership of three organizations, each exceptional in its own right, unified around a single mission: to make every event at the Fargo Convention Center a defining success for the organizations that choose it and the community that hosts it.

8f. Please explain any proposed room-blocking agreements, booking priorities, coordination agreements, or operational arrangements involving the convention center hotel and/or other hotels within the community.

BREWHALLA RESPONSE:

Brewhalla LLC's approach to room blocking and hotel coordination begins with a structural advantage that no other proposal in this process can offer. The Marriott Tribute Portfolio headquarters hotel is physically attached to the convention center, owned by the same entity that operates the convention center, and purpose-built with a single primary mission: to supply dedicated room inventory to the convention center. This is not a coordination agreement between separate and independently motivated parties. It is a unified ownership and operational model where the interests of the hotel and the convention center are identical by design.

Room blocking for convention center events will be the highest priority in all hotel booking and inventory management decisions. Coury Hospitality, operating under the direction of Brewhalla LLC as the hotel owner, will manage room inventory with the convention center calendar as the primary driver of all group sales and booking decisions. Formal room blocking agreements, booking priority policies, and operational coordination protocols will be fully defined and documented in the development agreement and hotel management agreement.

For conventions and events that exceed the capacity of the 148-room headquarters hotel, Visit Fargo-Moorhead's Housing Bureau will coordinate room blocks across the broader Fargo hotel community. The Housing Bureau is specifically designed and staffed to manage multi-property room block coordination for large conventions, ensuring that event planners have access to a seamless, single-point-of-contact room block solution that draws on the full hotel inventory of the market. This capability transforms the Fargo Convention Center from a 148-room headquarters hotel destination into a full market destination capable of accommodating conventions of any size.

The combination of a purpose-built headquarters hotel under unified ownership and the CVB's Housing Bureau managing broader market room blocks represents the most complete and operationally sound hotel coordination model of any proposal presented in this process.

8g. Please explain the anticipated role, if any, of Visit Fargo-Moorhead with respect to event booking, marketing, convention sales, operations, and coordination with the convention center hotel.

BREWHALLA RESPONSE:

Visit Fargo-Moorhead plays a central and fully integrated role in the Brewhalla proposal, functioning as a true operating partner rather than a passive referral source or advisory relationship. This partnership is one of the most significant structural differentiators of the Brewhalla proposal and is confirmed and committed at the organizational level by Visit Fargo-Moorhead's leadership.

Event Booking and Convention Sales. Visit Fargo-Moorhead leads all convention sales and event booking efforts on behalf of the convention center, deploying its existing sales team, national association relationships, trade show presence, and booking infrastructure in this role. The CVB's sales efforts are funded from its own budget with no cost allocated to the convention center operating budget. Booking decisions are made in close coordination with Brewhalla LLC to ensure that scheduling, pricing, and event sequencing reflect a unified strategy aligned with the goals of the City and the community.

Marketing. Visit Fargo-Moorhead and Brewhalla LLC work jointly to budget for and execute all convention center marketing efforts. Visit Fargo-Moorhead brings its full destination marketing capabilities to this partnership, including digital and traditional marketing, brand positioning, and regional and national outreach. Brewhalla LLC contributes direct marketing support as the convention center operator, including its existing event production experience and the established Brewhalla brand.

Operations. While Visit Fargo-Moorhead's primary role is sales and marketing, its operational integration with Brewhalla LLC extends to event planning support, client coordination, and the seamless handoff between the booking process and event execution. The two organizations operate as a unified team from the first point of contact with a prospective client through the conclusion of every event.

Coordination with the Convention Center Hotel. Visit Fargo-Moorhead's Housing Bureau serves as the coordination mechanism for room blocking across both the Marriott Tribute Portfolio headquarters hotel and the broader Fargo hotel community. For conventions that exceed the capacity of the headquarters hotel, the Housing Bureau manages multi-property room block coordination through its established relationships with area hotels, presenting event planners with a single point of contact for all lodging needs regardless of group size.

8h. If your proposal contemplates convention center operational management having a financial interest in related entities or operations (including an adjacent hotel, exclusive catering operations, parking operations, or adjacent development), please explain how you propose to avoid actual or perceived conflicts of interest. For example, please explain how operational decisions involving convention center rental rates, booking priorities, discounts, fee structures, or other convention center revenues would be managed to avoid improperly favoring affiliated or related business interests.

BREWHALLA RESPONSE:

Brewhalla LLC welcomes this question and addresses it directly and confidently. The unified ownership and management model proposed by Brewhalla LLC is not a source of conflict of interest. It is the solution to it. This is not a novel or untested structure. It is the model that was specifically recommended by several of the convention centers the committee visited during its research process, and it is a model with a well-established and proven track record of success in public-private convention center partnerships across the country. The committee's own research led them to express a preference for this model. Brewhalla LLC was the only proposer that answered that call.

It is worth noting the alternative. A convention center that relies on separately owned and independently motivated hotels, caterers, and operators does not eliminate conflicts of interest. It institutionalizes them. A separately owned hotel has every financial incentive to prioritize its own occupancy and revenue over the convention center's booking needs. A separately owned catering operation has every incentive to maximize its own margins regardless of the impact on event costs and client satisfaction. An independent third-party operator has every incentive to manage to its own contract metrics rather than to the broader success of the facility and the community. The unified model does not create these misalignments. It eliminates them by ensuring that every decision maker at the table has the same definition of success.

With respect to the specific concern about rental rates, booking priorities, discounts, and fee structures, Brewhalla LLC has a built-in and independent safeguard that no other proposal can point to: Visit Fargo-Moorhead. The CVB is a fully integrated operating partner in this proposal with no financial interest in Brewhalla LLC, no ownership stake in the hotel, and no relationship with the exclusive catering partner. Visit Fargo-Moorhead's sole interest is the success of the convention center and the economic benefit it generates for the Fargo community. Rate schedules, booking priorities, and discount policies will be developed collaboratively with Visit Fargo-Moorhead, providing an independent and community-aligned check on all operational decisions that could otherwise give rise to a conflict of interest concern.

Beyond the CVB partnership, the convention center industry has developed well-established governance frameworks for managing unified ownership models, including independent financial auditing, open-book accounting requirements, transparent rate-setting policies, and City oversight provisions in management agreements. Brewhalla LLC is fully committed to working with the City to implement whatever governance structure provides the highest level of transparency and accountability. A specific structure will be proposed and negotiated during the development agreement process, drawing on the best practices of successful public-private convention center partnerships that have operated under this model for decades.

Brewhalla LLC's interest is simple and fully aligned with the City's: a convention center that is full, financially successful, and delivering meaningful economic impact for Fargo for generations to come. That alignment of interest is not a conflict. It is the foundation of a great partnership.

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9. Development Team Structure and Contracting Entities

The City seeks to better understand the legal structure of the proposed development team and the entities that would be responsible for performance of the project obligations. Specifically, whether the City is contracting with a single integrated development entity or separate affiliated and/or non-affiliated entities.

9a. With respect to the convention center, hotel, parking and other project components, please explain whether the City would be contracting with: A single integrated development entity, Separate affiliated entities, or Separate non-affiliated entities.

BREWHALLA RESPONSE:

The City would be contracting with a single integrated development entity: Brewhalla LLC. All components of this project, including the convention center, the hotel, parking, and any related development obligations, are the responsibility of Brewhalla LLC. All partners and ownership group members, including the existing Brewhalla ownership, the Cityscapes Development group, and Kevin Bartram, are joined under the Brewhalla LLC entity. There are no separate affiliated entities, no non-affiliated entities, and no division of contractual responsibility across multiple parties. The City has

one counterparty, one development agreement, and one entity standing behind every obligation of this proposal.

9b. To the extent different entities would be responsible for different project components, please explain how responsibilities, obligations, liabilities, operational coordination, and risk allocation would be divided among such entities.

BREWHALLA RESPONSE:

This question is not applicable to the Brewhalla proposal. As described in the response to Question 9a above, the City is contracting with a single integrated development entity, Brewhalla LLC. All responsibilities, obligations, liabilities, operational coordination, and risk allocation flow through Brewhalla LLC. There is no division of contractual responsibility among separate entities that would require the allocation framework described in this question.

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10. Long-Term Viability and Competitiveness of the Project

The City seeks to better understand why the proposed project is anticipated to remain an attractive, competitive, and sustainable convention center venue for the Fargo community and hospitality industry over the long term.

10a. Please explain the factors that support the long-term viability and competitiveness of the proposed project over the next 20-30 years, including how the project is anticipated to adapt to future convention, hospitality, entertainment, tourism, and community needs.

BREWHALLA RESPONSE:

Brewhalla LLC is confident that the proposed Fargo Convention Center is positioned for long term viability and competitiveness for the following reasons:

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1. A Facility Built for the Future. The convention center is designed from the ground up for flexibility, adaptability, and expansion. The building program meets and exceeds the RFP requirements today while incorporating design features that allow for intuitive expansion and reconfiguration as the market evolves over the next 20 to 30 years. The facility is substantially larger than competing proposals, extending the window of competitiveness before any significant expansion or renovation would be required. When that time comes, the City-owned TIF District provides a dedicated and self-sustaining funding source for capital improvements, expansions, and renovations without any reliance on the City's General Fund or taxpayer appropriations. No other proposal in this process has created this mechanism. The current reality facing several City-owned venues that have reached the end of their useful life with no dedicated funding source for improvement is a cautionary tale that the Brewhalla financing structure is specifically designed to prevent from ever applying to this convention center.
2. A Functionally Flexible Building Designed for the Full Spectrum of Use. The long term competitiveness of any convention center depends on its ability to serve a wide and evolving range of events, not just traditional conventions and tradeshows. The Brewhalla convention center is designed with this reality at its core. The exhibit hall, ballroom, and meeting room spaces are fully divisible, allowing the facility to simultaneously host multiple independent events of varying sizes and configurations. A national tradeshow can occupy the full exhibit hall while a corporate conference runs in the ballroom and a series of association meetings fill the breakout meeting rooms, all operating independently with dedicated service access and

prefunction areas. This level of operational flexibility maximizes revenue potential, minimizes dark days on the calendar, and ensures the facility can respond to the full diversity of demand in the market. Beyond traditional convention programming, the building is equally well suited for consumer shows, entertainment events, sporting competitions, community gatherings, galas, and large-scale productions. This breadth of functional use is not an afterthought. It is a deliberate design priority that ensures the convention center remains relevant, competitive, and fully utilized across the full 20 to 30 year horizon the City is planning for.

3. A Strategic Partner with a Proven Track Record and the Ability to Create Demand. The long term success of any convention center depends not just on the quality of the facility but on the quality of the organization running it. Brewhalla LLC brings a hospitality track record that speaks for itself. Drekker Brewing Company is one of the top ten highest rated breweries in the world. Brewhalla welcomes over 550,000 guests annually, making it one of the most visited destinations in the region. The Brewhalla Hotel is one of the highest rated hotels in the area. Brewhalla was named the FMWF Chamber's Emerging Business of the Year and most recently its Business of the Year. These are not credentials of an organization learning the hospitality business. They are the credentials of an organization that has mastered it. Critically, Brewhalla is the only operator in this process that already creates original events and produces proven demand. DrekkerFest, Hotdish Fest, Hels Fury Tattoo Convention, Unglued Craft Markets, Foolers' Ball, Melt Cheese Rave, Adult Prom, and other signature Brewhalla productions are established demand generators with regional and national followings that will fill the convention center calendar from day one and continue to grow alongside regional and national convention bookings. This ability to create demand, not just respond to it, is a long term competitive advantage that no third party operator or government authority can replicate. The City is not just hiring an operator. It is partnering with an organization that will actively drive the success of the convention center through entrepreneurial vision, creative leadership, and a relentless commitment to delivering exceptional experiences.
4. A Destination Marketing Partner at the Forefront of the Industry. Visit Fargo-Moorhead brings the full capabilities of the region's destination marketing organization to the long term positioning and competitiveness of the convention center. As the area DMO, Visit Fargo-Moorhead understands both the Fargo community and the convention industry at a level that no other partner in this process can match. They know where the convention industry is heading, how regional and national booking patterns are evolving, and how to position Fargo most effectively to compete for the events that will define the convention center's success over the next two to three decades. Their integration into the day to day operation of the convention center ensures that the facility's long term strategy is continuously informed by the best available market intelligence and industry expertise.
5. A Self-Sustaining Financial Structure Built for the Long Term. The Brewhalla proposal has created a financial structure that grows with the development and protects the City's investment for the full life of the partnership. The City-owned TIF District generates incremental tax revenue from the development itself, building a reserve that funds capital maintenance, future expansions, and community priorities without returning to the General Fund or the taxpayers. Brewhalla LLC's operating loss backstop ensures that the City bears no financial risk in any operating scenario. Together these mechanisms create a convention center that is financially protected on both the upside and the downside, with a dedicated and growing funding source for its future that no other proposal has created.

10b. Please explain any anticipated opportunities for future expansion, redevelopment, renovation, operational flexibility, integration with surrounding development, or other long-term project enhancements.

BREWHALLA RESPONSE:

Future Expansion. The Brewhalla convention center proposal is the largest and most generously budgeted facility of any proposal in this process, which meaningfully reduces the near-term need for

expansion compared to competing sites. That said, when expansion does become desirable, no other proposal is better positioned to accommodate it.

The convention center is designed with intuitive, logical expansion in mind. The building's core functional elements, including prefunction space, exhibit hall, and back of house service corridors, run parallel to one another along a continuous axis through the building. This layout allows all three elements to be extended seamlessly to the west, maintaining the same operational logic, guest flow, and service efficiency in the expanded facility as in the original. Critically, this expansion could be executed while the convention center remains fully operational. Continued operations during a construction expansion would be extremely difficult or impossible at other proposed sites, where expansion capability is either absent or severely constrained by the existing building footprint and site conditions.

The funding mechanism for any future expansion is already formulated in our proposal. The City-owned TIF District builds reserves over time that the City can deploy at its sole discretion for convention center capital improvements and expansion. No additional public debt, no General Fund appropriation, and no request to the taxpayers would be required. This is the same structural advantage that protects the City from the deferred maintenance and funding gaps that have challenged other City-owned venues, and it applies equally to future expansion needs.

Renovation. The same funding mechanism and the same operational flexibility apply to any future renovation of the convention center. The City-owned TIF District provides a dedicated and growing reserve for renovation projects, and the building's design allows for renovation work to be phased and executed without shutting down the full facility.

Operational Flexibility. The universal management model proposed by Brewhalla LLC provides a level of operational flexibility that no other proposal can match. Because Brewhalla LLC owns the hotel, operates the convention center, and partners with Visit Fargo-Moorhead on sales and marketing, the entire operation can adapt quickly and decisively to changes in market conditions, event demand, booking patterns, and community priorities. There are no competing institutional interests, no contract renegotiations required to change direction, and no bureaucratic layers between decision and execution. Brewhalla's track record as an entrepreneurial, creative, and operationally decisive organization means the convention center will be managed with the same energy and responsiveness that has made the Brewhalla campus one of the most successful hospitality destinations in the region.

Integration with Surrounding Development. The convention center is not an island. From day one it is surrounded by an active and thriving hospitality and entertainment ecosystem. The Brewhalla campus, Drekker Brewing Company, and the attached Marriott Tribute Portfolio hotel together create an arts and entertainment district that is already among the most dynamic destinations in the region, welcoming over 550,000 guests annually. Convention attendees have immediate access to award winning food, beverage, and entertainment experiences steps from the convention center entrance. The site's location also provides direct connectivity to downtown Fargo and convenient access to Interstate 29 and Interstate 94, making it an exceptional launching point for guests to explore the broader community.

Looking further ahead, the surrounding area presents significant opportunities for additional privately developed amenities and attractions including additional hotels, restaurants, retail, an indoor waterpark, a performing arts center, and cultural institutions such as a museum. These developments will further strengthen the convention center's competitive position and community impact over time. The full vision for the surrounding area and its long term development potential is addressed in detail in the response to Question 13.

11. Civic Center Structural Feasibility and Reuse Risk (Downtown Proposal Only)

Not applicable to the Brewhalla proposal.

12. Former Police Headquarters Property (Downtown Proposal Only)

Not applicable to the Brewhalla proposal.

13. Future Area Development and Control of Adjacent Property (Brewhalla Proposal Only)

The City seeks to better understand the anticipated long-term development of the surrounding area associated with the proposed convention center site and the extent to which such future development is dependent upon property ownership, acquisition, or control by the Developer or affiliated entities.

13a. Please identify all real property currently owned, controlled, under option, or otherwise anticipated to be acquired by the Developer or affiliated entities in the vicinity of the proposed convention center project.

BREWHALLA RESPONSE:

Brewhalla LLC and its affiliated entities currently own and control significant real property in the vicinity of the proposed convention center project. A detailed map identifying all relevant parcels, their current ownership status, and their anticipated role in the broader development vision is attached to this response as an exhibit.

13b. Please describe the Developer's anticipated long-term vision for future development within the surrounding area, including any anticipated hotels, restaurants, entertainment venues, water parks, retail uses, residential uses, parking facilities, or other related development.

BREWHALLA RESPONSE:

Brewhalla LLC's long term vision for the surrounding area is the development of a vibrant arts and entertainment district that complements and amplifies the convention center's impact on the community. The convention center is the anchor and catalyst for this vision, but it is only the beginning of what Brewhalla LLC anticipates for this part of Fargo.

In the immediate vicinity of the convention center, Brewhalla LLC is actively exploring the development of additional hotel rooms to supplement the headquarters hotel and expand the market's capacity to accommodate larger conventions and events. Additional restaurant and retail development is also being actively explored to create a walkable, destination-quality environment for convention attendees, hotel guests, and the broader community. An indoor waterpark is among the developments under active consideration, representing a significant amenity that would further strengthen the site's appeal as a year-round destination for visitors and residents alike.

Looking further into the surrounding area, Brewhalla LLC believes this district has the potential to attract and support significant civic and cultural development that would generate powerful synergies with the convention center. A performing arts center would be a natural complement to the convention center, sharing infrastructure, audiences, and event calendars in ways that benefit both facilities and the community they serve. A science museum, children's museum, or similar cultural institution would

further establish this district as a true community destination with broad appeal across demographics and age groups. Brewhalla LLC has had exploratory conversations with interested groups regarding these possibilities and views them as realistic long term components of the broader development vision.

The City-owned TIF District plays a critical role in making this vision achievable. As the district develops and the TIF District builds reserves, the City retains full discretion to deploy those funds toward public infrastructure, civic facilities, parking, and other community priorities that support and accelerate the broader development of the surrounding area.

13c. Please explain the extent to which the anticipated success, competitiveness, or long-term viability of the proposed convention center project depends upon future acquisition, control, or development of adjacent or nearby properties.

BREWHALLA RESPONSE:

The proposed Fargo Convention Center does not depend on future adjacent development to be successful, competitive, or financially viable. On day one of operations, the convention center will be surrounded by an existing entertainment and hospitality ecosystem that no other regionally competing venue can match. The Brewhalla campus, Drekker Brewing Company, and the attached Marriott Tribute Portfolio headquarters hotel already constitute an arts and entertainment district unlike anything available at any competing convention center in the region. Convention planners choosing Fargo will have immediate access to a world class brewery and entertainment destination, a highly rated headquarters hotel, and a purpose-built convention facility, all under unified ownership and management on a single connected campus. That is a compelling and fully realized destination from the moment the doors open.

Future development of the surrounding area is not a prerequisite for the convention center's success. It is the opportunity that the convention center's success will create. As the convention center establishes itself as the premier event destination in the region, the surrounding development vision, including additional hotels, restaurants, retail, an indoor waterpark, a performing arts center, and cultural institutions, will follow as a natural consequence of the economic activity and community momentum the convention center generates. The City-owned TIF District ensures that the public infrastructure and community facilities needed to support that growth are funded by the development itself rather than by the taxpayer.

The honest answer to this question is straightforward. No future development is required for this convention center to be the most competitive and attractive convention facility in the region on day one. Every development that follows only extends that advantage further and makes an already exceptional destination truly iconic.

13d. Please identify any anticipated future public participation, incentives, infrastructure improvements, parking arrangements, roadway improvements, utility improvements, or other City involvement that may be requested in connection with future development of the surrounding area.

BREWHALLA RESPONSE:

The proposed convention center site is an infill development area with substantial existing infrastructure already in place. No significant public participation, incentives, infrastructure improvements, roadway

improvements, or utility improvements are anticipated in connection with the convention center project or the immediate surrounding private development.

To the extent that future civic and cultural development such as a performing arts center, science museum, or similar community facility is pursued in the surrounding area, those projects would by their nature involve the City as a participant and decision maker. As the master developer of the surrounding area, Brewhalla LLC may from time to time bring opportunities and proposals to the City's attention for its consideration. However, all decisions regarding public participation, funding, and prioritization of any such projects rest solely with the City. The City-owned TIF District would be a natural and appropriate funding mechanism for any City-initiated projects in the surrounding area, deploying reserves generated by the development for community benefit at the City's sole discretion.

All other anticipated future development in the surrounding area, including additional hotels, restaurants, retail, and entertainment venues, is expected to be entirely privately funded with no public participation, incentives, or financial assistance requested from the City.

13e. Please provide your plans and supporting analysis regarding attendee vehicle ingress and egress to and from the site, connectivity to major thoroughfares, parking availability and utilization, and the anticipated movement of convention center attendees between the site and downtown, including anticipated vehicle traffic, pedestrian circulation, accessibility, and connectivity to downtown businesses, hotels, restaurants, and entertainment venues. Please also address loading dock and service access.

BREWHALLA RESPONSE:

The Brewhalla proposal submission includes detailed site planning analysis, parking demand studies, ingress and egress diagrams, pedestrian circulation plans, wayfinding strategy, and loading dock specifications prepared by MBA Architects and JLG Architects. Please refer to pages 11 through 15 and 30 through 35 of the Brewhalla Phase 2 proposal submission for the full detail on each of these items. The following summarizes the key points and provides supplemental context:

Vehicle Ingress, Egress, and Traffic Flow. The site is served by a well-established arterial road network with direct connectivity to Interstate 29 and Interstate 94, providing efficient regional access for convention attendees arriving by personal vehicle or charter transportation. Primary on-site vehicle circulation has been designed to accommodate high-volume event traffic with clearly defined and separated entry and exit routes that minimize conflict points and support efficient queuing during peak arrival and departure periods. Importantly, City of Fargo traffic engineering staff has already analyzed the anticipated traffic volumes and circulation patterns associated with convention center operations at this location and identified no areas of concern. The site and the surrounding street network, including 1st Avenue, have been confirmed to handle the projected traffic demands of the convention center without significant impact to the surrounding roadway system.

Parking Availability and Utilization. The convention center site provides dedicated on-site surface parking for both the convention center and the headquarters hotel at no cost to attendees. Parking is organized to serve distinct user groups with clear wayfinding and circulation routes that prevent conflicts between convention attendees, hotel guests, and service vehicles. Additional parking expansion opportunities exist across 1st Avenue from the convention center, providing a natural area for future structured parking development as event volume and surrounding development grow over time.

Ground Transportation, Busing, and Shuttle Operations. The site has been specifically designed to accommodate off-street bus and shuttle staging, providing a safe, organized, and efficient ground transportation hub for convention groups. This infrastructure will be actively employed to organize and facilitate guest movement between the convention center campus and downtown Fargo, area hotels, restaurants, entertainment venues, and other community destinations. A coordinated shuttle program connecting the convention center to downtown Fargo ensures that convention attendees can comfortably and conveniently access the full breadth of the community's hospitality offerings throughout their stay.

Pedestrian Circulation and Accessibility. Pedestrian circulation connects the convention center, the headquarters hotel, and the existing Brewhalla campus through a safe, accessible, and activated campus environment designed for high-volume pedestrian flow. All pedestrian routes are ADA compliant and integrated with the broader campus wayfinding system. As future development projects are realized across the street from the convention center, including a potential performing arts center, skyway connections would be incorporated to provide comfortable, safe, and weather-protected pedestrian flow across the campus and between facilities. This approach is consistent with best practices in convention center district planning and ensures that the campus remains accessible and connected regardless of weather conditions, which is a particularly important consideration in the Fargo climate.

Connectivity to Downtown and Community Hotels. The Brewhalla campus and convention center site are located in a growing district that is actively closing the gap between the site and downtown Fargo. The existing Brewhalla campus, the convention center, and the headquarters hotel together create a self-contained destination that provides convention attendees with immediate access to exceptional hospitality experiences without requiring downtown connectivity for every need. At the same time, downtown Fargo hotels are well positioned to serve as the secondary room block hotels for the convention center, and they are expected to be the first properties to fill after the headquarters hotel reaches capacity. This is an ideal arrangement for both the convention center and the downtown hospitality community. Convention activity will drive meaningful room night demand and economic impact to downtown Fargo's hotel and restaurant community. At the same time, the independently owned and operated nature of downtown hotels, combined with their already high occupancy levels, makes them well suited as secondary overflow properties rather than primary headquarters hotels, where unified management and booking priority alignment are essential. The shuttle and ground transportation program described above will ensure that convention attendees staying in downtown hotels can move efficiently and comfortably between their accommodations and the convention center throughout their stay.

Loading Dock and Service Access. Loading dock and service access is fully separated from all public arrival areas and pedestrian circulation zones. The convention center's service infrastructure includes multiple covered dock bays at varying clearance heights designed to accommodate simultaneous move-in and move-out operations for large conventions and tradeshows. A dedicated perimeter service drive routes trucks and vendor vehicles around the building without intersecting public drop-off areas, parking circulation, or pedestrian zones, preserving both safety and the guest arrival experience. The service yard is sized to allow multiple trucks to stage concurrently without spilling onto public streets or interfering with campus traffic flow. Additionally, direct access to the main exhibit hall is also available through a large garage door. This allows for expedited loading and unloading for events and delivery of large or complicated display items directly to the exhibit hall.

Brewhalla LLC, Kevin Bartram of MBA Architects, and Rob Remark of JLG Architects are available to provide any additional detail, supplemental analysis, or site visits the City Commission requires to fully evaluate the site plan and circulation strategy.

STABILIZED YEAR COMPARISON — APPLES TO APPLES

Brewhalla LLC — Updated Pro Forma Restated to HVS Format | Stabilized Year (Year 4)

	HVS Baseline	Brewhalla (Original Submission)	Brewhalla (Restated to HVS Format)**	Brewhalla (Restated + HVS Naming Rights)***
OPERATING REVENUE				
Facility Rental	$1,380,000	$1,290,000	$1,290,000	$1,290,000
Food & Beverage (Gross)	$4,061,000	$4,016,000	$4,016,000	$4,016,000
Events Services	$436,000	$433,400	$385,400	$385,400
↳ $48,000 Advertising & Sponsorship reclassified from Events Services to Non-Operating Revenue in restated columns				
Total Operating Revenue	**$5,877,000**	**$5,739,400**	**$5,691,400**	**$5,691,400**
OPERATING EXPENSE				
Salaries & Benefits	$2,262,000	$902,325	$902,325	$902,325
Food & Beverage Costs	$1,827,000	$3,012,000	$3,012,000	$3,012,000
Event Services Costs	$218,000	-	-	-
Administrative & General	$353,000	$350,000	$350,000	$350,000
Operations & Maintenance	$411,000	$401,000	$401,000	$401,000
Supplies & Equipment	$118,000	$114,000	$114,000	$114,000
Utilities	$294,000	$285,000	$285,000	$285,000
Total Operating Expense	**$5,483,000**	**$5,064,325**	**$5,064,325**	**$5,064,325**
Net Operating Income (Loss)	**$394,000**	**$675,075**	**$627,075**	**$627,075**
NON-OPERATING REVENUE				
Naming Rights	$96,000	-	-	$96,000
Advertising & Sponsorships	$48,000	-	$48,000	$48,000
Transfers In	$345,000	-	-	-
Total Non-Operating Revenue	**$489,000**	**-**	**$48,000**	**$144,000**
NON-OPERATING EXPENSE				
Management Fees	$176,000	$270,601	$270,601	$270,601
Capital Maintenance Reserve	$529,000	-	-	-
Insurance	$176,000	$172,000	$172,000	$172,000
Total Non-Operating Expense	**$881,000**	**$442,601**	**$442,601**	**$442,601**
NET INCOME (LOSS)	**$2,000**	**$232,474**	**$232,474**	**$328,474**

** *Brewhalla (Restated): The sole adjustment is the reclassification of $48,000 Advertising & Sponsorship revenue from Operating Revenue to Non-Operating Revenue to*

*** *Brewhalla (Restated + HVS Naming Rights): Applies the HVS baseline Naming Rights assumption of $96,000 to the restated Brewhalla pro forma. All other line items*

Naming Rights were excluded from the original Brewhalla submission as a conservative modeling choice, preserving full flexibility for the City to structure naming rights

Capital Maintenance Reserve is $0 in all Brewhalla scenarios — funded through the City-owned TIF District, not as an operating line item.

Transfers In is $0 in all Brewhalla scenarios — no public subsidy required. Any operating shortfall is backstopped by the City-owned TIF District and ultimately by

LODGING TAX PROCEEDS AND PROJECT FUNDING

Bonding Assumptions Comparison: City Projections vs. Brewhalla Proposal

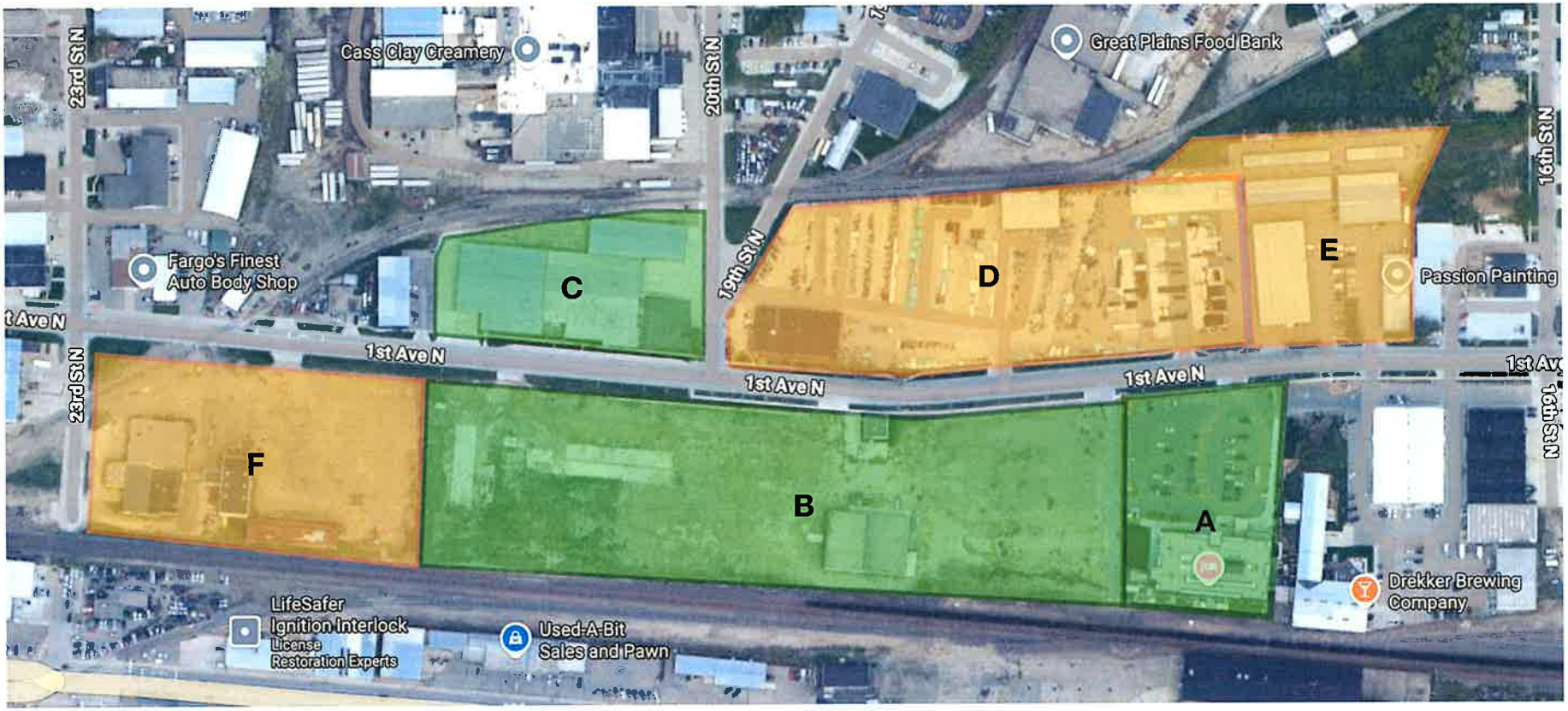
Description	City Assumptions	Brewhalla Proposal
LODGING TAXES		
3% Conv. Center Lodging Tax	$3,610,977	**$3,575,000**
3% Additional Tax — New Hotel	$57,724	**$180,000**
3% Tax — New Demand Existing Hotels	—	**$75,000**
Projected Lodging Tax	**$3,668,701**	**$3,830,000**
EARMARK FOR OPERATING LOSSES	**(350,000)**	—
EARMARK FOR OPERATING RESERVES	**(250,000)**	—
Lodging Taxes for Debt Service	**$3,068,701**	**$3,830,000**
DEBT SERVICE COVERAGE RATIO	**1.10**	**1.10**
INTEREST RATE	**5.50%**	**5.00%**
PROJECTED LODGING TAX GROWTH		
Low Growth — Years 1 to 10	2.00%/yr	**2.00%/yr**
Low Growth — Years 11 to 25	1.00%/yr	**1.00%/yr**
High Growth — Years 1 to 10	3.00%/yr	**2.75%/yr**
High Growth — Years 11 to 25	1.00%/yr	**2.00%/yr**
PROPOSED DEBT SERVICE	**$45.3M**	**$58.5M**

Note: Brewhalla's proposal eliminates the $350,000 operating loss earmark and $250,000 capital reserve earmark from the bond structure. These obligations are covered through the City-owned TIF District and Brewhalla LLC's operating guarantees, redirecting the full projected lodging tax revenue to debt service.

The result is a proposed debt service capacity of $58.5M vs. the City's current $45.3M projection — a $13.2M increase from the same lodging tax revenue base.

Debt Service Coverage Ratio of 1.10 results in an annual revenue surplus accumulating to approximately $6.36M over the life of the bond (avg. ~$250,000/yr through Year 25).

Future Area Development



A - Brewhalla Market/Hotel/Events : Currently owned by Brewhalla LLC
B - Convention Center and Hotel Site : Currently owned by Bullinger Enterprises. Convention Center land will be gifted to the City. Hotel land will be contributed into Brewhalla LLC as a part of Bullinger Enterprise's equity contributions.
C - 2001 1st Ave N : Owned by Bullinger Enterprises and will be contributed into Brewhalla LLC at the time of redevelopment as a part of Bullinger Enterprise's equity contributions.
D - Anticipated to be acquired by Brewhalla LLC
E - Anticipated to be acquired by Brewhalla LLC
F - Anticipated to be acquired by Brewhalla LLC

DUE DILIGENCE QUESTIONS ON CONVENTION CENTER PROPOSAL

May 18, 2026

Responses to Due Diligence Questions from the City of Fargo

Prepared by:

- Kilbourne Group (Lead Developer)
- McGough Construction (Construction Manager)
- EAPC Architects and Engineers (Architect of Record)
- Heyer Engineering (Structural Engineer)
- Gensler (Convention Center Design Consultant)
- VenuWorks (Proposed Convention Center Operator)
- Zander Capital (Hotel Development Partner)

Executive Summary

The downtown Convention Center team appreciates the opportunity to respond to the City of Fargo's due diligence questions regarding the Downtown Fargo Convention Center proposal. Kilbourne Group is the Developer of the project and will provide the project's completion guarantee for the Convention Center and the Hotel. Kilbourne Group will contract with McGough Construction for the Convention Center GMP, with EAPC for the Architecture contract, and for the Convention Center operating agreement.

Our recommendation outlined in 2(b) proposes that the City of Fargo will issue bonds totaling ~$45,307,000 for the construction of the Convention Center. This bond is paid by the ~$3.9 million annual revenue from the approved 3% Lodging Tax. We recommend that $2 million of the Lodging Tax bond be put into a **"City Convention Center Reserve Fund"** to ensure **no general fund money** will be required to build or operate the Convention Center. In addition, per our original proposal, we recommend that the city approve $2 million from the existing Riverfront TIF to cover the partial demo and site utility costs for the new Convention Center.

Annual Bond Uses		
Operational Subsidy		
Years 1 - 3:	$	500,000
Years 4 - 20:	$	350,000
CAPEX Reserve		
Years 1 - 2:	$	100,000
Years 3 - 20:	$	250,000
Annual Debt Service		
Total	$	3,300,000

Sources and Uses				
Source of Funds	**Base Case**		**Reserve Fund Case**	
Bond Revenue	$	45,300,000	$	45,300,000
Riverfront TIF	$	-	$	2,000,000
Total Sources	**$**	**45,300,000**	**$**	**47,300,000**

Use of Funds				
Bond Revenue	$	45,300,000	$43,300,000	
Riverfront TIF	$	-	$2,000,000	
Construction	**$**	**45,300,000**	**$**	**45,300,000**
City Reserve Fund	$	-	$	2,000,000
Total Uses	**$**	**45,300,000**	**$**	**47,300,000**

This Reserve Fund provides the City of Fargo, which is responsible for the bond debt, with cash available rather than requiring guarantees.

Our team believes the downtown location provides the strongest long-term economic and community benefit to Fargo by:

- Leveraging existing public parking infrastructure and generating **$500,000 to $700,000/ year** in new parking revenue for the City of Fargo general fund.
- Reusing and modernizing the existing Civic Center which is currently costing the City between **$250k and $500k in annual** operating expenses and is forecasted to need $2M+ in HVAC upgrades
- Preserving and enhancing the value of the public and private investments made in downtown Fargo over the past 25 years, which includes **600+ different landowners and 200+ businesses** in the ½ mile radius of the proposed Convention Center.
- Utilization of the existing **BID** in downtown Fargo to enhance district maintenance and safety.
- Creating a catalyst for over **$200 million of future private investment** on surrounding surface parking lots.
- Further enhances the City's long-standing commitment to bringing the downtown community closer to the amenities of the Red River, along with the proposed Mid-America site development
- Supporting existing downtown businesses and hotels.
- Utilizing the previous Commission-approved Riverfront Tax Increment Financing (TIF) District.

The proposal is structured to allocate construction, hotel development, and operational responsibilities to parties with demonstrated expertise and financial capacity, while providing the City with significant flexibility to adjust project scope to align with available funding.

1. Convention Center Construction Cost Risk

1(a). Will the Developer provide the City with a guaranteed maximum price ("GMP") for construction of the convention center?

Yes. Kilbourne Group provides the Completion Guarantee, and McGough Construction will provide a Guaranteed Maximum Price (GMP) to Kilbourne Group for the construction of the convention center upon completion of 50% of the Construction Documents.

Providing one full project GMP is essential for the City to manage risks. In all other circumstances, the City faces the possibility of commencing construction without successfully achieving the program objectives and budget requirements for the second project GMP.

We have updated our timeline to reflect the current schedule for delivering one complete project GMP by March 24th, 2027.

- City approves Concept Design by June 22nd
- City representative and Visit Fargo Moorhead participate in the design process
- Developer delivers design and budget to meet the full project program and finishes for the best-in-class convention center.

1(b). If a GMP is provided, will the Developer bear the risk of any construction cost overrun above the GMP amount? Please explain any exceptions or limitations to such responsibility.

Yes. Kilbourne Group will bear responsibility for construction costs exceeding the GMP if the $2 million **"City Convention Center Reserve Fund"** is approved. If the City wants to increase this Reserve Fund for operations and capital costs, it can be increased to manage the risks.

Typical exceptions include:

- Owner-requested scope changes.
- Unforeseen site or building conditions not reasonably discoverable during due diligence.
- Force majeure or pandemic events.
- Material changes in laws or building code requirements after GMP issuance.

1(c). Who provides the GMP, guarantees, and financial assurances?

Entities Responsible:

- Kilbourne Group: Provide Completion Guarantee
  - McGough Construction: GMP provider to Kilbourne Group
  - Zander Capital: Hotel Completion Guarantee between Zander and Kilbourne Group

Financial Assurances Available:

- Executed GMP contract.
- Performance and payment bonds.
- Corporate financial statements.
- Subcontractor Default Insurance

The City may retain independent financial consultants to review these materials.

2. Lodging Tax Proceeds and Project Funding

2(a). Responsibility if lodging-tax bond proceeds are lower than projected?

The City would **not be required to provide additional general fund support** for construction. We have multiple construction bonds and contingency funds to manage a lodging tax shortfall.

2(b). How the funding gap would be addressed

City Convention Center Reserve Fund Proposal: In our proposal, the City of Fargo will Bond ~$45,307,000 for construction of the Convention Center. This is based on ~$3.9 million in revenue from the approved 3% Lodging Tax. If the Lodging Tax underperforms, our proposed $2 million **"City Convention Center Reserve Fund"** and/or implementation of the at-risk operator to ensure the project is on budget, and **no General Fund money** will be utilized.

Baker Tilly forecast a $45.3 million bond to be paid with $3.3 million in Bond Debt Service in 2030, based on $3.9 million in annual revenue from the 3% Hotel Tax. For example, if hotel tax revenues are 10% below projections, the $390,000 would be funded by the Reserve Fund.

For the construction budget and process, we will also incorporate these best practices into our GMP process.

1. Value engineering.
2. Deductive alternates.
3. Phased improvements.
4. Reduced pre-function or meeting room enhancements.

2(c). Anticipated funding sources beyond City bond proceeds

No additional funding sources are required for our team to design, build, and operate the project to meet the required Convention Center program. In our public presentation, the project can be built to meet the Convention Center Budget with no additional funding sources. As noted above, we are requesting that the City approve $2 million one-time for the City Convention Center Reserve Fund.

2(d). Scope modifications if funding is reduced or increased

The project can be bid with additive and deductive alternatives. Potential modifications include.

- Reduction in pre-function finishes.
- Renovation of existing meeting rooms rather than constructing new meeting spaces.
- Reduction with simplification or elimination of plaza features.
- Determination of interior finish quality levels for Exhibit Hall and Ballroom interior finishes
- Add Airwalls for more flexibility to use space
- Add significant Convention Center Space to the SE
- Secure additional off-street parking on lot to the South of First Ave

2(e). Responsibility if lodging-tax revenues are insufficient for debt service or reserves

Baker Tilly forecast a $45.3 million bond to be paid with $3.3 million in Bond Debt Service in 2030, based on $3.9 million in annual revenue from the 3% Hotel Tax. For example, if hotel tax revenues are 10% below projections, the $390,000 would be funded by the Reserve Fund. To note history, during COVID, the annual hotel tax in the FM area was reduced by $1 million. If the reserve fund is depleted, the City, as issuer of the lodging-tax-backed bonds, would be responsible for any shortfalls in lodging tax collections. Because this location is within the existing River Front TIF, the city can allocate dollars temporarily and long-term to eliminate the use of general funds for the Convention Center.

3. Convention Center Operational Loss Risk and Profit-Sharing

3(a). Please identify whether the Developer anticipates that the convention center will require any annual operational subsidy, support payment, reimbursement, or other financial contribution from the City. If so, please explain how such amount would be calculated and funded.

No. No money will be required from the City of Fargo. As forecasted by the HVS Study, the convention center is expected to require an annual operating subsidy, which is in the approved 3% Lodging Tax— budgeted Operating Subsidy. We have used the City of Fargo's Bond Proforma and the "Operating Subsidy" to the operating budget. This outlines how our proposal achieves the budget and does not utilize General Fund dollars.

Our projected operating support:

- Year 1: approximately $470,000
- Year 5: approximately $150,000

These projections are lower than the HVS study.

3(b). Please identify the person(s) or entity(ies) that would guarantee or otherwise bear responsibility for operating losses associated with the convention center and describe the nature and duration of such guaranty or assumption of losses.

We are proposing three significant strategies to reduce the risk for the City of Fargo operational risk. First, the current 3% Hotel Tax budgets for an annual subsidy; Second, we are proposing an easy and viable way to create an Owners Reserve Fund; and Third, VenuWorks provides a limited guarantee outlined below.

This strategy provides cash ready reserves vs pursuing personal guarantees that can take very long to collect. This structure is owned by the City of Fargo, as the owner we are creating multiple sources for the City to manage Reserve Funding, with approvals required by the City of Fargo.

- *(from VenuWorks) VenuWorks financial guarantee will be applied after the $2M owners reserve fund is exhausted. VenuWorks will provide a limited guarantee for the annual net operating income against the Approved Budget for each fiscal year. The net operating income is defined as the difference between total revenues and total expenses prior to management fees/commissions, and prior to any non-operating expenses not previously listed in the Annual Budget assigned by the CLIENT. In the event the net operating income fails to achieve the budgeted amount for a given fiscal year, VenuWorks will refund 100% of the shortfall, not to exceed 35% of the total variable management fees accrued for the year. VENUWORKS shall have no obligation to fund operating expenses.*

3(c). Limitations on operating-loss assumptions

Note VenuWorks limited guarantee as outlined above.

3(d). Profit-sharing

No developer profit-sharing is proposed from convention center operations. Any future positive cash flow would remain with the City and the Convention Center.

3(e). ***Please explain how operational revenues, expenses, staffing costs, management fees, maintenance costs, and other operating obligations would be allocated between:***

- ***Convention center operations,***
- ***Hotel operations, and***
- ***Event Booking and/or Sales and Marketing***
- ***Any related or integrated facilities or operations.***

- **Convention center operations**

  All revenues, expenses, staffing costs, management fees, and other operating obligations for the convention center operations will be between the City of Fargo and VenuWorks. VenuWorks will keep all revenues, expenses, staffing costs, maintenance costs, and other operating obligations within the budget for the venue. All costs will be borne by the venue and all revenue will feed back into the venue. The management fee ($10,000 per month + 5% of total revenue of concessions and catering sales + 8% of total revenue from new sponsorship and display advertising sales) will be paid directly to VenuWorks Inc.

- **Hotel operations**

  The advantage of our Hotel Operations is that it collaborative with the Convention Center, but the City of Fargo Convention Center has no financial risks on the financial performance of the hotel. In a worse case scenario, the Hotel is 100% independent financially and operationally from the City of Fargo's convention Center.

- **Event Booking and/or Sales and Marketing**

  Event booking and Sales and Marketing will be the responsibility of the VenuWorks Staff at the Fargo Convention Center. VenuWorks will partner with Visit Fargo Moorhead to bring in a number of events, but Visit Fargo Moorhead will not be responsible for the sales and marketing of the venue.

- **We are not proposing any additional related or integrated facilities or operations.**

3(f). Please explain the anticipated duration of any proposed operational arrangements, including any proposed assumption of operating losses, operational subsidies, or profit-sharing obligations.

- The anticipated duration of the proposed operational arrangement with VenuWorks will be for a term of five years, with the option for two five-year renewal terms.

4. Hotel Construction Risk

4(a). Hotel ownership and development

- Developer: Zander Capital.
- Construction: To be determined by Zander Capital.
- Financing: Private debt and equity.
- Operations: Flag-approved hotel management company.
- Maintenance: Hotel ownership entity.

4(b). Incentives sought for the hotel

- Five-year property tax exemption under North Dakota Renaissance Zone.
- No TIF will be requested

4(c). Guarantee of hotel completion

Kilbourne Group will be a guarantor to complete the hotel project, and we expect to have a JV with Zander Capital to provide customary completion guarantees subject to financing and franchise commitments on or before December 15th.

4(d). Hotel timeline

- Franchise approval: 4-6 months.
    - See letter of interest from Mariott Corporation.
- Financing commitments: Concurrent with franchise approval.
    - Western Bank letter in the Exhibit.
    - Zander Capital equity sources has been/ will be sent to Baker Tilly for review.
- Construction start: Target 2027.
- Opening: Coordinated to open with or before the convention center.

4(e). Integration with convention center operations

The hotel will work closely with the convention center and Visit Fargo-Moorhead to establish best practices for the Convention Center to compete for business opportunities.

- Provide room blocks.
- Coordinate event scheduling.
- Support convention sales.

5. Tax Increment Financing, Tax Exemptions, and Other Incentives

5(a). Requested incentives

- Our project is viable with no funding from the Riverfront TIF.
- We are recommending Limited Use of existing Riverfront TIF district for eligible convention center costs such as asbestos abatement, site work, and limited demolition work.
- Renaissance Zone benefits for the hotel.

5(b). Uses of incentives

Two optional Use of TIF Incentives:

- We recommend a $2 million allocation from the existing Riverfront TIF for Construction Cost:
  - Asbestos Abatement.
  - Limited/ partial Civic Center Demolition.
  - Site Work and Public Infrastructure
- An optional $2 million allocation can be made for Exterior Plaza and Parking lot improvements to benefit the Convention Center, Library, and the City Hall.

5(c). Feasibility without incentives

The full project program with Exhibit space and new meeting rooms can be guaranteed to be built on budget with the 3% hotel tax proceeds; however, supplemental incentives improve quality and reduce long-term operating risk.

5(d). Project modifications if incentives are unavailable

There are no building or program modification changes if incentives are not available. If no TIF allocation is provided, the parking lot remains the same, we will have lawn area and forego a $2 million City Convention Center Reserve Fund controlled by the City of Fargo. Very important note---We would maintain the $500,000 budgeted operating loss of $500,000/ year regardless of incentive approval.

5(e). Additional anticipated requests

No street improvements, parking, skyway or City subsidy or assistance is required.

6. Land Acquisition, Ownership, and Property Interests

6(a). Properties utilized

Our proposal is a very simple solution because the Convention Center is built on existing City of Fargo land. All decisions for building improvements, expansions, and long-term use are made by the City of Fargo. The city controls the buildings and land use for short- and long-term decisions to manage property.

Second, Zander Capital will buy the Police Station property for $1 million to build the Hotel. This establishes clear ownership and operational responsibilities between the Hotel and the Convention Center, both short-term and long-term. The new hotel will be connected by the Skyway to easily separate the ownership, and still have high collaboration and connectivity.

6(b). Ownership after completion

- Convention Center Building: City of Fargo.
- Parking facilities: City of Fargo.
- Hotel: Zander Capital ownership entity.

6(c). City acquisition or conveyance

The City would continue to own the convention center site and land in the Civic Quad. The Police Station site would be sold for the Hotel Development.

6(d). Police Headquarters valuation

The Police Station site will be purchased by Zander Capital for $1 million and Zander Capital will purchase as one of these two options.

1. The City of Fargo will deliver the site as a clean site, meaning no building, no foundations and soil contamination being eliminated.
2. The City will deliver the building with existing structure as core and shell only. Meaning, the City will demolish the interior electrical, mechanical, and all interior finishes.

6(e). Shared-use arrangements

No new public-private easements or long-term operational contracts are needed to manage the Convention Center, Hotel, and Parking. Our proposal includes all land owned by the City of Fargo; any shared use agreements will be within the City of Fargo.

Parking users will pay prevailing public parking rates to the City of Fargo, and no new parking facilities are required.

7. Pro Forma Operating Projections – Apples to Apples

7(a). Updated comparison using HVS "Stabilized Year Comparison"

The attached chart compares VenuWorks to HVS Stabilized Budget

Operating ProForma

Prepared by VenuWorks

Consolidated P&L Proposal

	per VenuWorks	per HVS	Variance
Annual Number of Events	219	205	14
Estimated Attendance	104,448	88,800	15,648
	STABILIZED YEAR FOUR	STABILIZED YEAR FOUR	STABILIZED YEAR FOUR
Revenue	ANNUAL	ANNUAL	ANNUAL
Building Rent	744,175	1,156,000	(411,825)
Concessions and Catering	2,835,590	3,401,000	(565,410)
Ticketing Fees	14,420	0	14,420
Reimbursed Event Services	190,550	365,000	(174,450)
Total Operating Revenue	**3,784,735**	**4,922,000**	**(1,137,265)**
Personnel Services Expense	1,632,341	1,895,000	(262,659)
Cost of Goods/Labor - F&B	1,404,480	1,530,000	(125,520)
Event Expense	38,110	183,000	(144,890)
General & Administrative Expense	115,198	295,000	(179,802)
Operations & Maintenance	183,862	345,000	(161,138)
Supplies & Equipment	92,085	98,000	(5,915)
Utilities	267,903	246,000	21,903
Total Operating Expense	**3,733,980**	**4,592,000**	**(858,020)**
Net Operating Income/(Loss)	**50,755**	**330,000**	**(279,245)**
Naming Rights	109,273	80,000	29,273
Contractually Obligated Income	49,173	40,000	9,173
TRANSFERS IN	**159,068**	**289,000**	**(129,932)**
Total Non-Operating Revenue	**317,514**	**409,000**	**(91,486)**
Management Fees	131,127	148,000	(16,873)
Commissions (5% F&B; 8% COI)	145,713	0	145,713
Capital Maintenance Reserve (1%)	37,847	443,000	(405,153)
Insurance - General Liability	53,581	148,000	(94,419)
Total Non-Operating Expense	**368,269**	**739,000**	**(370,731)**
Net Operating Income / (Loss)	**0**	**0**	**0**

7(b). Material differences from HVS

Our projections differ from HVS primarily because of:

- With the experience of VenuWorks, they completed a conservative budget that outlines variances on the previous page. From reading HVS Market Report from April 2025, there are no material changes in the type of events and the need for a convention center in Fargo.

7(c). Key assumptions

MAJOR ASSUMPTIONS

General:

1. This is a projected Profit & Loss (P&L) based on multiple significant variables. It is for discussion purposes and is not a guarantee of actual results.
2. Attendance figures estimated based on VenuWorks industry experience, and market history provided by RFP materials. City meetings with minimal rental revenue included in event mix.
3. The overall staffing mix based on "stand-alone" third-party operating model.
4. Food and Beverage revenues based on all concessions and catering services provided by VenuWorks. Third party catering may still be accepted with appropriate service charges depending on client demand and market politics

5. Concert, comedian and family show events projected based upon typical staging, rigging and show production capability.

Revenues:

1. Building (Event) Rent for new events is based upon industry standards, and VenuWorks' experience in similar facilities.
2. Gross Ticket Sales on events are **NOT** reported as income as these funds are held in escrow and paid to promoters upon final settlement.
3. Facility Fees range of $0 - $3 per ticket have been included based on type of event.
4. Ticket Rebates and Order Fees estimated based upon existing ticketing contracts with other managed facilities.
5. Merchandise income is assumed to net the complex a return of 20% of Gross Sales.
6. Food & Beverage Income from events and catering is included as revenue and no third parties have been contracted.
8. Reimbursed Event Expenses based upon VenuWorks' experience in similar facilities:
9. Proposal includes Contractually Obligated Income (COI) for Sponsorship Sales in allowable spaces.
10. Proposal assumes available advertising inventory consistent with similar sized facilities.

Expenses:

1. Personnel Services based upon typical Full-Time staffing in VenuWorks facilities and overall Employer Paid Taxes & Benefits of 26%.
   Proposal assumes existing food and beverage, catering, operations and security staff will transfer to operating payroll of VenuWorks
2. Support and Part-Time Labor includes all Employer Paid Taxes & Benefits
3. Promoter rebate, event expenses based upon market and industry conditions and VenuWorks' experience in similar facilities.
4. General & Administrative, Occupancy, and Other Indirect Expenses estimated based on VenuWorks' experience
5. Insurance Cost based upon VenuWorks' experience at similar facilities:
   General Liability, Auto, Inland Marine, Crime, and Umbrella coverage are included.
   Property Insurance, Property Taxes and property debt service have NOT been included in proposed budget based because they would remain the responsibility of the municipal owner and not included in an operating budget unless at the request of owner.

6. Most additional operating expenses (excluding one time start-up costs) are projected to increase at a rate of 3% per year.
7. Capital Equipment Expenditures, Depreciation, Amortization are **NOT** included in operating expenses.
8. Proposal includes expense for all Utilities including Pest Control, Snow Removal, and Grounds Maintenance

7(d). Allocation of costs

Our proposal is very clearly separated in operations. There is no risk of City subsidizing private development of the hotel, parking, or other operations. Each operating entity will bear its own direct expenses, with shared costs allocated based on contractual arrangements.

7(e). HVS/Baker Tilly assumptions we disagree with

See answer 7(b)

8. Convention Center Management / Hotel Management / Integrated Operations

8(a). Responsible entities

Convention center management: VenuWorks.

- Convention center operations and maintenance: VenuWorks.
- Hotel management: Flag-approved hotel operator.
- Hotel maintenance: Hotel ownership and operator.

8(b). Convention center management structure

VenuWorks would oversee:

- Event booking.
- Marketing and sales.
- Operations.
- Maintenance.
- Food and beverage.
- Financial reporting.

8(c). Exclusive catering

VenuWorks will provide exclusive culinary services in the convention center, with all gross revenues flowing to the venue operating fund. VenuWorks may utilize an exclusive catering arrangement if it improves quality and profitability. Local catering participation can be incorporated where appropriate.

8(d). Hotel management structure

The hotel will be managed by an experienced operator under the selected brand. Because the Hotel is connected by skyway only, there are no complicated easements, shared cost or operating arrangements with the Convention Center.

8(e). Integration of event coordination

VenuWorks, hotel management, and Visit Fargo-Moorhead will coordinate event scheduling and customer service for the events. Because the downtown Fargo market does not need another hotel at this time without a Convention Center, the new hotel will be very motivated to work with the VFM and event planners to attract the business.

8(f). Room-block agreements

The new convention hotel will provide primary room blocks using best practices to coordinate long-term room blocks and win the events for Fargo Convention Center.

8(g). Role of Visit Fargo-Moorhead

Visit Fargo-Moorhead (VFM) will remain a critical partner in convention sales, destination marketing, and hotel coordination. VFM will lead the sales business for regional and national events to sell hotel rooms in Fargo, and VenuWorks will focus on the local events. All three groups are motivated to collaborate and provide a high level of customer service, which is the best marketing for new business.

8(h). Avoiding conflicts of interest

There are no conflicts with VenuWorks managing the Convention Center. Similar to the three successful public-private partnerships between the City of Fargo and Kilbourne Group, VenuWorks will be contracted with Kilbourne Group as the Convention Center manager. The management agreement will include transparent reporting, with approval from the City on rental prices. Because VenuWorks fee is at risk, they 100% aligned with financial success for the operations.

9. Development Team Structure and Contracting Entities

9(a). Contracting structure

Kilbourne Group is the "Single Integrated Developer" and will provide the project's completion guarantee for the Convention Center and the Hotel. Kilbourne Group will contract the Convention Center construction GMP with McGough, the Architecture contract with EAPC, and the operating agreement for the Convention Center.

The City will have one Developer Agreement between the City of Fargo and Kilbourne Group. Kilbourne Group may assign the agreement from Kilbourne Group to a dedicated convention center development entity led by Kilbourne Group, and approved by the City with guarantees.

9(b). To the extent different entities would be responsible for different project components, please explain how responsibilities, obligations, liabilities, operational coordination, and risk allocation would be divided among such entities.

Kilbourne Group is the Single Integrated Developer and will be contractually responsible for its respective obligations, guarantees, and liabilities. We have partnered with reputable and experienced companies to manage our risks.

- Development—Kilbourne Group will provide the completion guarantee for the Convention Center and the Hotel
- Construction—A GMP will be between Kilbourne Group and McGough
- Architecture and Design—The architecture firm EAPC has professional liability insurance and Errors and Omissions in their contract to assure limited change orders.
- Hotel—An agreement to complete the Hotel will be between Kilbourne Group and Zander Capital.
- Operations—An at risk (see 3b and 3C) operation contract will occur with City of Fargo's review and approval for an Independent management agreement.

10. Long-Term Viability and Competitiveness

10(a). Please explain the factors that support the long-term viability and competitiveness of the proposed project over the next 20–30 years, including how the project is anticipated to adapt to future convention, hospitality, entertainment, tourism, and community needs.

There are three primary factors that support the long-term viability and competitiveness of the Downtown Fargo Convention Center over the next 20 to 30 years:

1. **An Established Walkable Amenity Base & Business Improvement District**
2. **A Diverse Ownership Structure That Ensures Continuous Evolution of the District**
3. **Existing Structured Parking That Supports a future infill and a Walkable District**

These three characteristics are the foundation of successful convention center districts and were central to the City selection committee ranking the downtown proposal as the number one site.

The City's consultant, HVS, identified surrounding amenities as the leading factor influencing convention center bookings. Event planners consistently prioritize venues where attendees can walk to hotels, restaurants, entertainment, and cultural attractions. The downtown location delivers this competitive advantage immediately.

Within a 10-minute walk of the Civic Center are more than 600 property owners and over 1,000 individual properties, including existing hotels, restaurants, bars, coffee shops, retail, offices, multifamily housing, and entertainment venues. This established ecosystem ensures that convention attendees will always have a diverse set of businesses serving them, while also allowing the district to evolve organically as market conditions change.

1. Established Walkable Amenity Base & Business Improvement District (BID)

The downtown district already contains the region's strongest concentration of hospitality and entertainment amenities. Attendees can walk to the Jasper Hotel, Radisson Blu Fargo, Hotel Donaldson, dozens of restaurants and bars, Broadway Square, the Fargo Theatre, and other arts and cultural venues.

The convention center can also support district-wide events with the Fargo Theatre, FMCT, Broadway Square, and other cultural institutions, creating a destination experience that extends beyond the convention center itself.

A Business Improvement District (BID) can be one of the most valuable partners in the success of a downtown convention center because it directly enhances the visitor experience outside the building. Convention attendees evaluate not only the facility itself, but also the quality, cleanliness, safety, and vibrancy of the surrounding district.

This location will promote the activation and development of the Red River Trail. This can now be developed for recreational use with diversion plans in place

2. Diverse Property Ownership and Business Operations

More than 600 property owners and business operators are located within a 10-minute walk of the Civic Center. This broad ownership base is a major long-term advantage because it ensures that downtown will continue to evolve as properties are renovated, repositioned, and redeveloped.

With this significant diversity in property ownership, over time, this leads to a constantly refreshed mix of hotels, restaurants, retail, entertainment, and residential uses that will strengthen the convention center's competitiveness.

3. Existing Structured Parking Supports a Walkable District

Structured parking is essential to creating and sustaining a walkable downtown district. By placing parking vertically in ramps rather than horizontally in surface lots, more land is available for hotels, restaurants, housing, and entertainment uses.

Downtown Fargo already has this infrastructure in place.

Within a five-minute walk from the Civic Center, there are more than 2,000 parking spaces in existing city-owned ramps and lots, including the Civic Center Ramp, Roberts Ramp, Mercantile Ramp, and Avery Ramp.

Because the parking infrastructure already exists, the convention center can leverage these assets immediately, and future surface parking lots can be redeveloped into additional hotels, mixed-use buildings, and amenities that further enhance the convention district.

Using the City's current daily maximum parking rate of $8, 2–4 hours at $3, 4–6 hours at $5, and daily max at $8, and assuming 90% of convention center vehicle visits park in city-owned parking, the annual revenue estimate is:

Annual vehicle visits	90% in city parking	Revenue at $8/day
100,000	90,000	$720,000
110,000	99,000	$792,000
125,000	112,500	$900,000

More conservative note: if some events are under 6 hours, the actual average could be closer to $5–$7 per vehicle, or about $495,000 to $693,000 annually at the midpoint

Long-term viability conclusion

The Downtown Fargo Convention Center is uniquely positioned to remain competitive for decades because it is embedded within the region's strongest walkable district, supported by hundreds of independent property owners, and served by an existing structured parking system that allows continued infill development. These attributes were central to the selection committee's ranking of the downtown site as the number one location and provide Fargo with a convention center that can adapt and remain competitive over the next 20 to 30 years.

10(b). Please explain any anticipated opportunities for future expansion, redevelopment, renovation, operational flexibility, integration with surrounding development, or other long-term project enhancements.

The Downtown Fargo Convention Center offers significant opportunities for both on-site expansion and continued surrounding neighborhood redevelopment.

Convention Center Expansion Opportunities

The EAPC concept plans demonstrate multiple expansion options that can be accommodated on the Civic Quad site.

- The current site configuration allows for an immediate southeast expansion of approximately **40,000 square feet**, including up to **20,000 square feet of additional event hall space**, meeting rooms, and back-of-house support.
- A second concept illustrates a future connected expansion to the southeast corner of the site via skyway, tunnel, or covered walkway, supporting an overall building footprint of approximately **60,000 square feet**.

These expansion opportunities provide the City with a clear path to increase capacity if market demand grows over time.

Operational Flexibility and Integration

The convention center is designed to accommodate a wide range of uses, including:

- Conventions and trade shows.
- Banquets and weddings.
- Community events.
- Arts and cultural programming.
- District-wide festivals and public events.

Surrounding Neighborhood Redevelopment

We estimate that more than **$200 million of additional private investment** could occur within two blocks of the convention center on existing surface parking lots. In addition, the city would tax tremendous growth in the downtown district. The key project sites include a development opportunity of $20-$40 Million project.

1. Police Station
2. Civic Quad for Convention Center Expansion
3. Mid American Steel Riverfront Land
4. Midstate Wireless parking lot
5. Civic Garage Parking
6. The American Federal Lot
7. Cass County Health Building
8. Loudon Parking Lot

These nearby surface parking lots have the potential to and underutilized properties are expected to transition to higher and better uses over the next 20 to 30 years, including:

- Additional meeting
- Ballroom expansion.
- Adjacent hotel and mixed-use development.
- Additional Parking
- Additional entertainment and public spaces.
- Additional hotel rooms.
- Restaurants and retail.
- Mixed-use buildings.

11. Civic Center Structural Feasibility and Reuse Risk

11(a). Please provide all structural analyses, engineering evaluations, architectural studies, inspections, reports, or other materials prepared or relied upon regarding the structural integrity, condition, adaptability, and long-term suitability of the existing Civic Center structure for the proposed convention center project.

See the attachment with Structural Engineering report

11(b). Please identify any known or anticipated structural, environmental, mechanical, electrical, plumbing, code compliance, site condition, hazardous material, deferred maintenance, or other risks associated with repurposing the existing Civic Center structure.

Potential risks include:

- Hazardous materials
    - The City of Fargo has a "Limited-Destructive Asbestos and Regulated Material Survey Report" for the Civic Center issued to the City of Fargo by Wenck (now Stantec Consulting Services) in October 2020. The cost opinion from this report was provided by Stantec Consulting Services in April 2021. The information provided in these reports were referenced ~~in~~for the Convention Center planning and cost estimation
- Deferred maintenance—We have inspected the facility and have planned for these costs in the budget.
- MEP upgrades. Refer to the attached MEP Narrative for the Convention Center.
- Code compliance—The project will meet current code requirements.

11(c). Please explain which person(s) or entity(ies) would bear responsibility for any increased costs, delays, redesign, remediation, repairs, or other impacts arising from unknown or unforeseen conditions associated with the existing Civic Center structure or site.The EAPC Design team, McGough and Kilbourne Group have extensive experience of renovating historic structures. Our design strategy utilizes the Core and Shell components of the existing Civic Center, which currently provides a significant value to meet the project budget. The project will have a GMP with McGough. We have appropriate contingencies to manage existing conditions, along with the proposed City Convention Center Reserve Fund.

11(d). ***Please explain whether the proposed project schedule, budget, contingency assumptions, or guaranteed maximum price assumptions account for risks associated with adaptive reuse of the existing Civic Center structure and site.***

Yes. The budget includes contingencies specifically addressing adaptive reuse risks.

11(e). Please include in your response any other favorable or unfavorable information known to the Developer regarding the structural feasibility, long-term viability, or adaptability of the existing Civic Center structure for the proposed project.

The Civic Center offers substantial value through:

- Reuse of existing core and shell structure.
- Reduced demolition costs and reduced new core and shell cost.

11(f). Please provide your plans and supporting analysis regarding attendee vehicle ingress and egress to and from downtown, parking availability and utilization, pedestrian circulation to and from the convention center, loading dock and service access (particularly in light of the adjacent City Hall operations), and the long-term capacity of the site for future expansion or project growth.

The attached Exhibit shows the updated plans for the points in this question.

- Multiple existing public parking garages.
- Skyway connectivity.
- Walkable access to hotels and restaurants.
- Dedicated loading and service access.
- Existing roadway capacity.

Vehicular Circulation

Four vehicular circulation zones are identified to serve each type of use:

1, Taxi and Rideshare Services: Drop-off area located at the southwest corner of the building The drop-off is accessed via 4th Street and includes a driveway loop to allow drop-off to occur separate from the street.

2. Vendor Services: Located along the northwest portion of the building, this area supplements the loading and unloading for vendors. The existing on-street parking is replaced with the short-term use by vendors or exhibitors. It's location allows for access to the exhibit hall without affecting activities within the ballroom, meeting rooms, or large prefunction spaces.

3. Bus Drop-off: The bus drop-off is separate from any street traffic and is located at the southeast corner of the building. Attendees and guests would then access an entrance at the southeast corner of the building or at the entrance opposite City Hall.

4. Large vehicle Loading and Unloading: Located on the north side of the building, an additional loading bay with a large overhead door can be added to increase the total number to 4 loading bays. The building can accommodate a large overhead door (up to 20'-0" x 16'-0" overhead door size). The area north of the building will provide the turning radius needed for a 53'-0" semi-trailer. It will require simple realignment of the vehicular approach to the surface parking lot at City Hall.

12. Former Police Headquarters Property

1. ***To the extent not already addressed above, please explain the proposed purchase price or valuation associated with the former Fargo Police Headquarters property and the basis for such valuation.***

We propose and are offering $1 million to purchase the former Police Headquarters as the preferred location for the headquarters hotel.

We propose that the City either:

1. Demolish and market the property as a development-ready site; or
2. Sell or ground lease the site to the hotel developer.

13. Future Area Development and Control of Adjacent Property for Brewhalla Proposal

Not applicable to the Downtown Fargo proposal, but note that Downtown Fargo and the InFocus plan outline a vision for Downtown Fargo that is not completed. Section 10 in our response highlights these potential projects in downtown Fargo.

Closing Statement

Kilbourne Group and our partners believe the Downtown Fargo Convention Center represents a transformational public investment that builds upon decades of community planning and public-private collaboration.

In summary, we have heard and addressed the two primary issues the City Commission shared about the Downtown location.

First, the operations plan. The Commission wants confidence that the convention center will be professionally managed, that VenueWorks, Visit Fargo-Moorhead, and the Zander Capital will work together to maximize bookings and room nights, and that there is a clear strategy to operate the facility successfully from day one.

Second, the reserve plan. The Commission wants assurance that any operating shortfalls are addressed through a defined reserve structure and not through unexpected requests for additional City funding.

We believe these two issues can be addressed directly in the Development Agreement framework. By establishing the operating structure and reserve plan upfront, the Commission can make its decision on May 26th with confidence that the core business terms are defined and that the remaining legal documentation can be finalized by June 22nd.

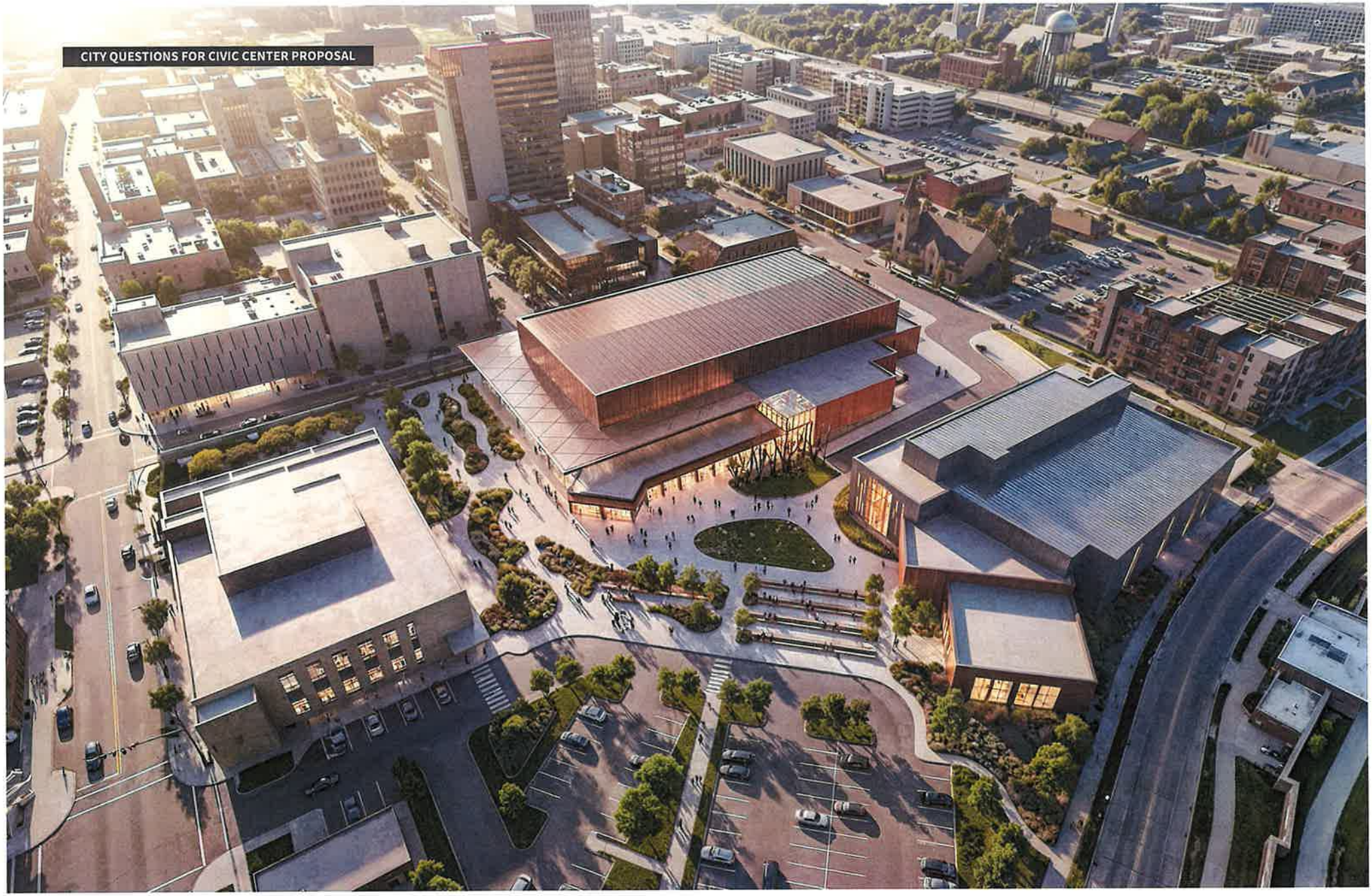
We appreciate the opportunity to continue working with the City Commission, City staff, and the community as this important decision moves forward.

EXHIBITS

A. EAPC-Downtown Fargo Response to Questions
B. Heyer Engineering Structural Review of Civic Center (Page 2 of EAPC Response)
C. Western Bank Letter
D. Marriott support of Moxy franchise application

DOWNTOWN FARGO CONVENTION CENTER

Response to City of Fargo Questions


CITY QUESTIONS FOR CIVIC CENTER PROPOSAL

CITY QUESTIONS FOR CIVIC CENTER PROPOSAL

EXISTING STRUCTURE

QUESTION: Existing Civic Auditorium: structure of existing Civic Aud--feasibility and risks (structural engineer or other assessment/opinion?)

RESPONSE:

HEYER ENGINEERING
STRUCTURAL CONSULTANT

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(701) 280-0949

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05/07/2026

Rodney Bischof, AIA, NCARB
EAPC Architects Engineers
112 Roberts St N Suite 109
Fargo, ND 58102

RE: Fargo Convention Center Downtown Location – Existing Civic Center Structural Reuse
Fargo, ND

Mr. Bischof:

As part of the Fargo Convention Center Downtown Location proposal, Heyer Engineering was asked to review the feasibility of reusing the existing Civic Center structure. To accommodate the program requirements, the design team is proposing several areas where the structure will be required to be modified as part of the final proposal. The specific items related to the existing structure that we were asked to review to determine feasibility are as follows:

- Demolition and removal of the elevated stadia seating.
- Removal of the existing structure along the south wall of the main arena.
- Removal of several columns at the south side/front of the stage.
- Removal of a portion of the north receiving/loading dock area.

Each item will be discussed in further detail below.

As part of the review, Heyer Engineering visited the facility in November of 2025 to view the existing structure firsthand where possible. Drawings from the original construction in 1958 as well as the 2001 addition were available for review as well. Using the information contained in the existing drawings, some limited structural analysis was completed where necessary to determine the feasibility of each of the items noted above. Since this is a major renovation, in addition to the items noted above, the existing roof structure was analyzed and found to have adequate capacity based on current code required snow loading.

Removal of Elevated Stadia Seating
Removal of the elevated stadia seating is required to create the necessary wide-open space in the main arena area to allow the area to function as needed for a convention center. After reviewing the existing drawings and completing some limited structural analysis, it was concluded that some additional column reinforcing may be required, but removal of the stadia seating structure framing does not adversely affect the overall structure of the building.

Removal of Existing Structure at South Wall
Removal of the existing structure at the south wall of the existing arena is required to create a column free or nearly column free opening and allow the main arena area to expand to the south. Two different options were investigated to allow for the removal of the existing end wall structure. Both options were found to be feasible with one of those options being preferred.

Removal of Several Columns at the South Side of Stage
To further open up the north end of the arena area in the existing Civic Center, the removal of several building columns was investigated at the south side/front of the stage. After reviewing the existing drawings, it was concluded that this was not a feasible option as it would have required additional demolition of several elevated structural floors that are located between the north exterior wall and the south side of the stage. This is due to those floors being supported by the columns that were potentially being removed.

Removal of a portion of the North Receiving/Loading Dock
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Should you have any questions, please don't hesitate to contact us.

Sincerely,
Heyer Engineering

Darren D. Neff, PE SE
Principal

CITY QUESTIONS FOR CIVIC CENTER PROPOSAL

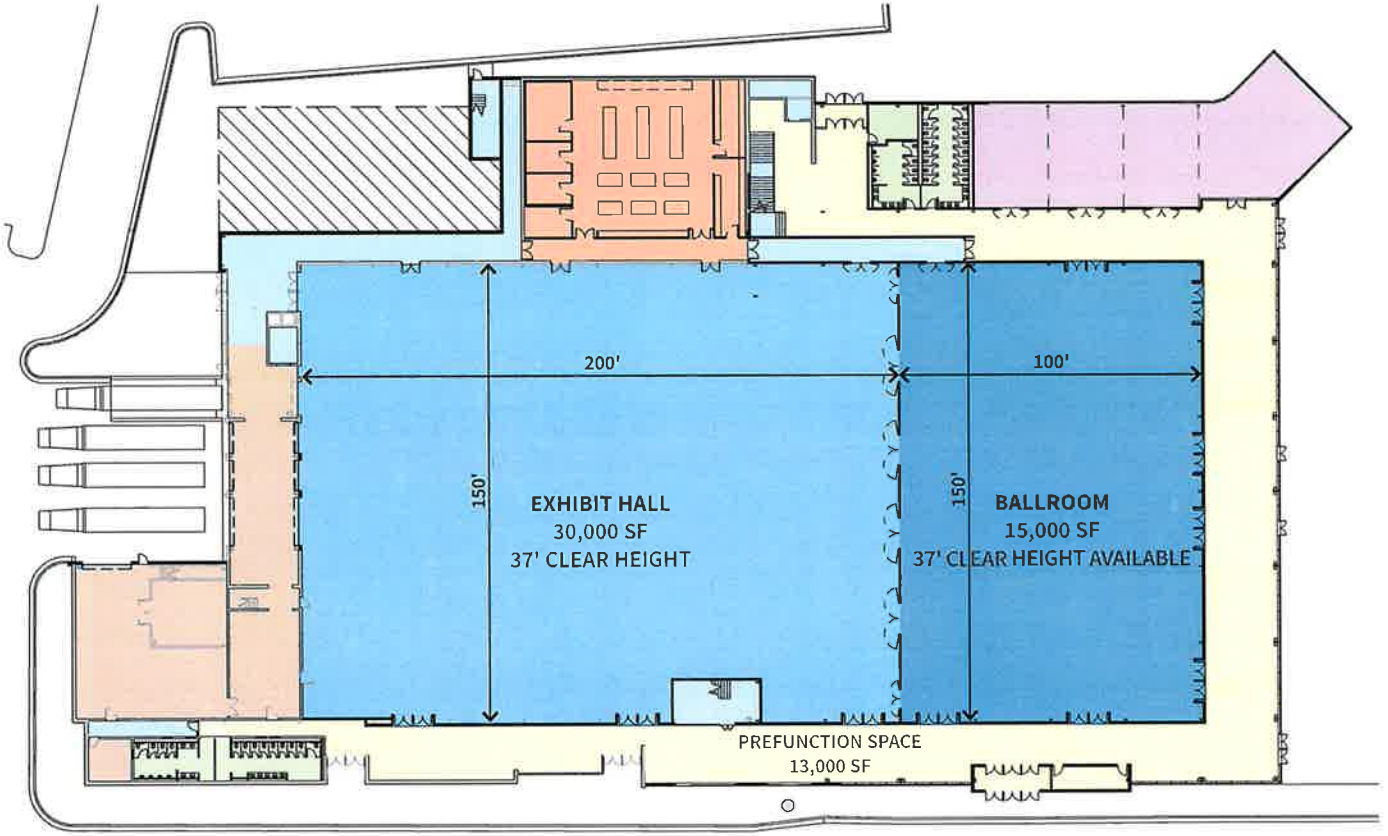
BALLROOM + EXHIBIT HALL

QUESTION: Conceptual Plan and size of ballroom/ exhibit space.

RESPONSE: The plan considers a 30,000 SF Exhibit Hall and a 15,000 SF Ballroom. Additional space is available to function as Exhibit Space in the Prefunction to *EXCEED* the requested 50,000 SF program. Space is available on the site to expand the Exhibit Hall by 5,000 SF if it is desired by the city with additional funds. The clear height in these rooms is consistent at 37', providing maximum flexibility.

The development team has proposed this arrangement for a few reasons:

- Defining the program as two distinct (but connected) rooms allows for a control of finishes more directly associated with their program. The Ballroom maintains a higher finish to allow for elevated events, while the Exhibit Hall is a bit more raw, providing more flexibility for the range of anticipated needs.
- Both spaces have direct access to BOH corridors connecting to the kitchen, storage and Loading Bays. The Exhibit Hall is directly connected to the Loading Dock with the ability to drive directly onto the floor as needed.
- The wall between is currently concieved as a solid wall with large openings to connect the rooms, but could also be realized with an operable wall that completely connects the rooms, again it was planned this way to separate finishes and allow for a wider variety of users.



Representative renderings of the concept of different finishes between the two rooms (concept only)

Exhibit Hall

Exhibit Hall

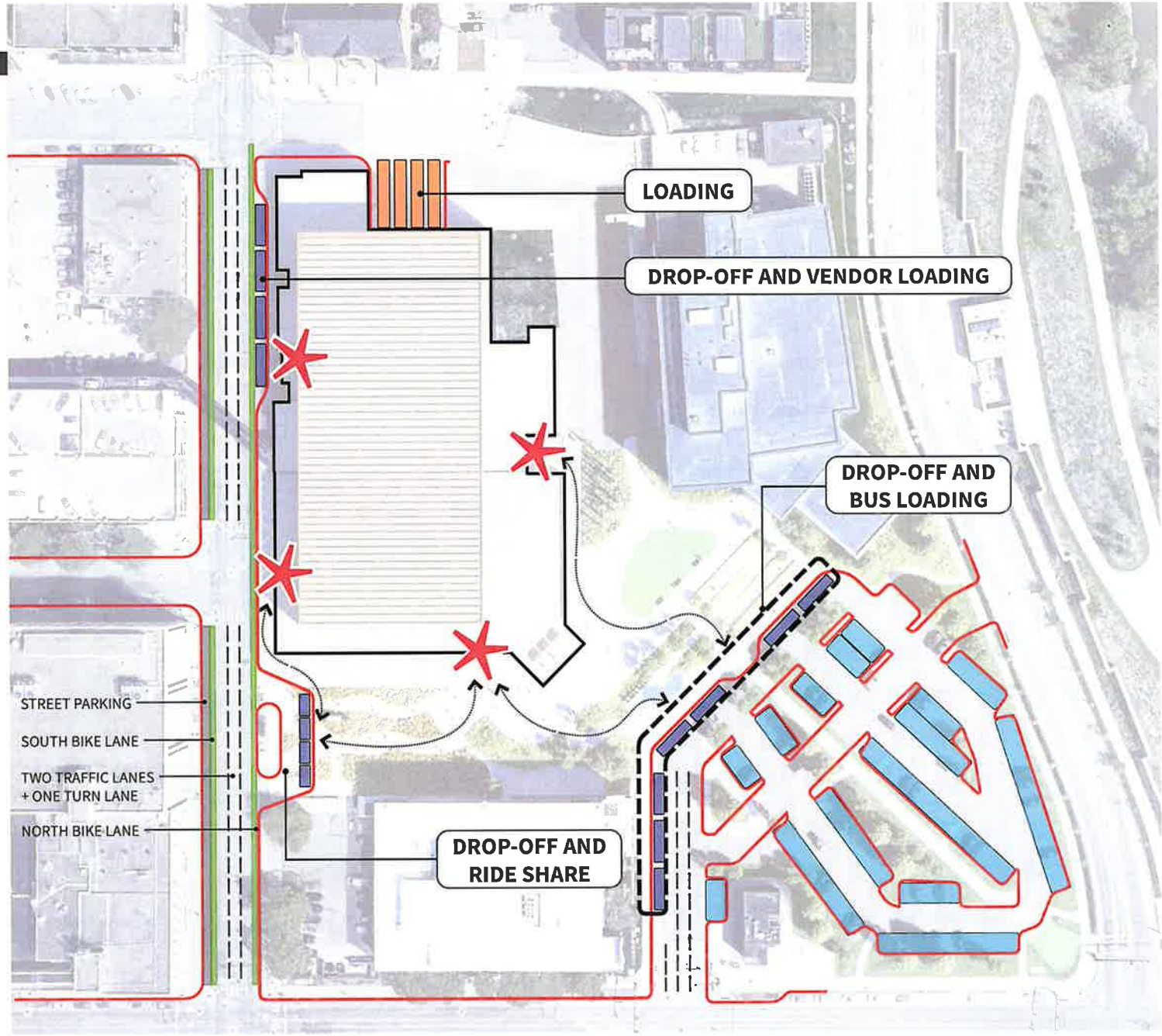
CITY QUESTIONS FOR CIVIC CENTER PROPOSAL
BALLROOM + EXHIBIT HALL
Connecting stair to the skyway, bringing users directly into the prefunction.
BALLROOM
15,000 SF
EXHIBIT HALL
30,000 SF
LOADING
In our current plans, this wall is a solid wall with large openings between the two program spaces, but could be rethought as an operable wall, or a single collected room without separation.

PICK-UP AND DROP OFF

QUESTION: Drop off and pick up areas

RESPONSE: The EAPC team has reviewed the project concept with City Engineering about infrastructure concepts for both 4th Street and the loading condition at the North end of the proposal, with positive feedback from them.

City Engineering is planning for future infrastructure work on 4th Street both adjacent to the Civic Center and to its north and south. There is a great opportunity to incorporate both the needs of the Convention Center with the street and utility improvements providing a broader, shared vision for the 4th Street corridor.



Convention Center Entry

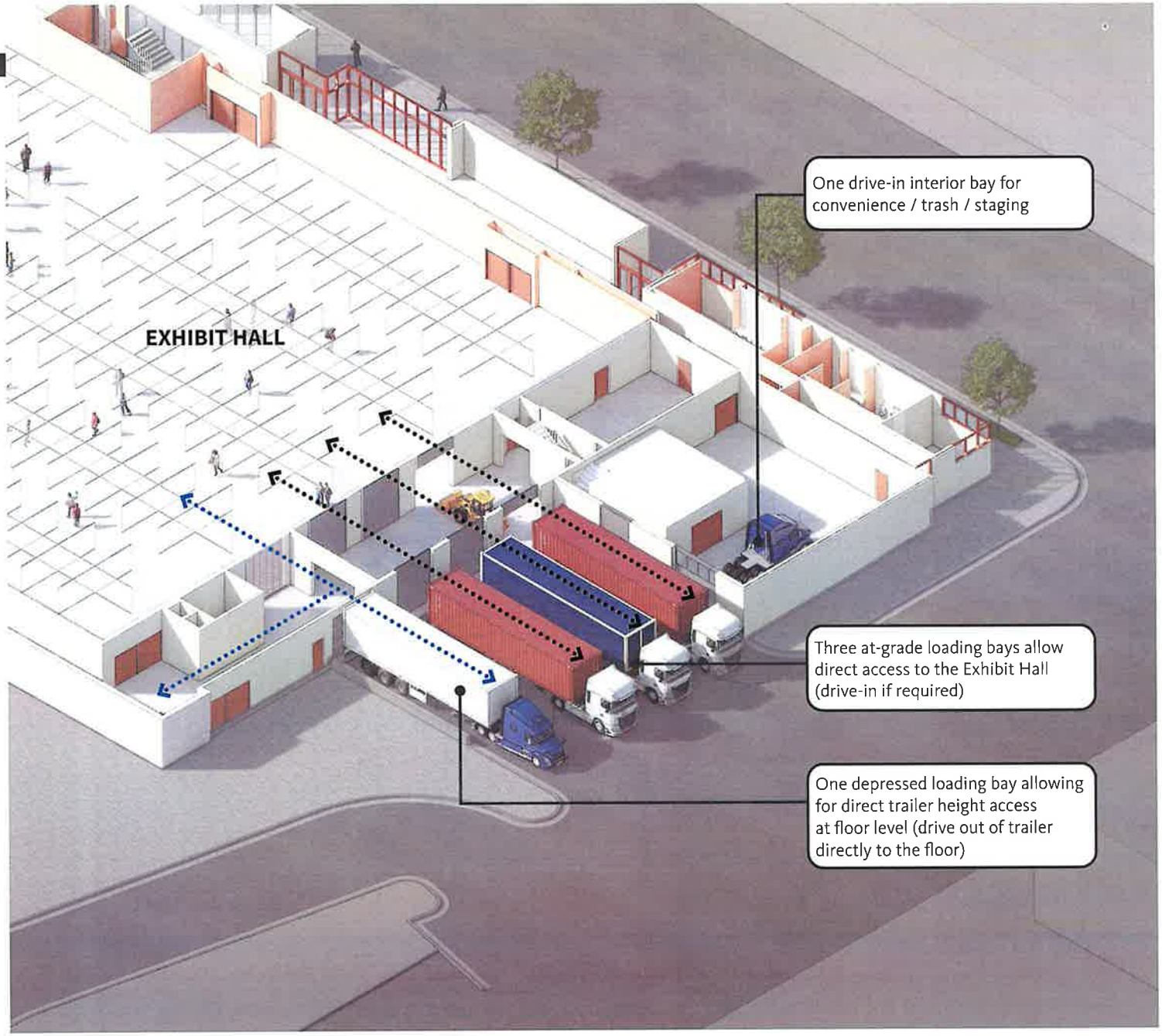
CITY QUESTIONS FOR CIVIC CENTER PROPOSAL

LOADING

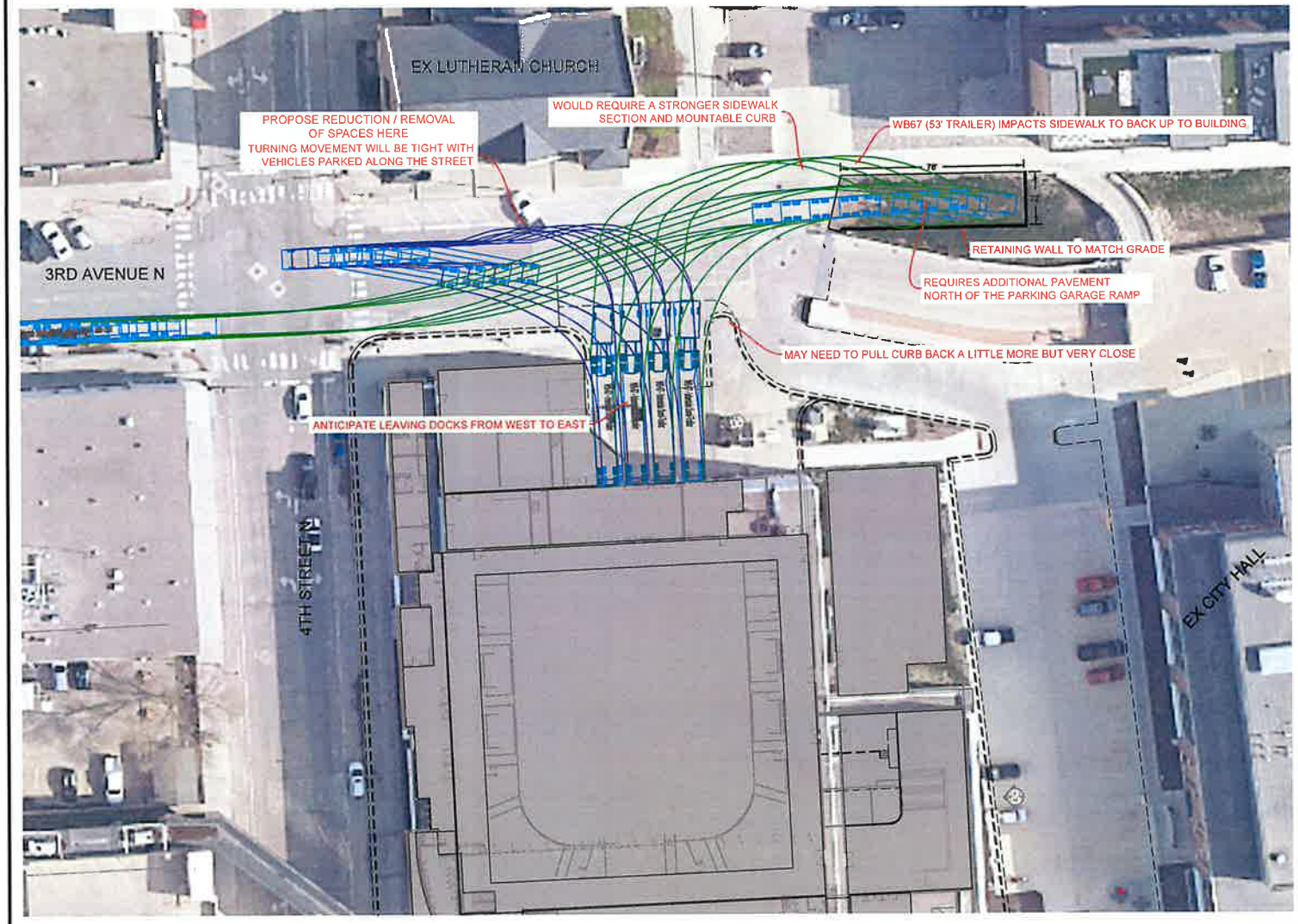
RESPONSE: Loading dock maneuvering and access has been discussed with City Engineering with general aggreement on the concept.

The design provides FOUR full-size loading bays, along with an additional interior parking berth for convenience A larger overhead door (16'x16") can also be provided to allow direct access to the Exhibit Hall for larger vehicles. All have direct access to the Exhibit Hall and Ballroom, and provide both recessed and at-grade stalls.

We are confident that this satisfies the needs of the Convention Center.



CITY QUESTIONS FOR CIVIC CENTER PROPOSAL



FARGO CONVENTION CENTER
TRUCK LOADING/UNLOADING
CONCEPT 2
5/6/26

1. MULTIPLE SEMIS CAN BACK UP TO LOADING DOCK BUT WOULD LIKELY NEED TO STAGE FROM WEST TO EAST IF NOT UNHOOKING THE SEMI TRUCK.

TRUCK/TRAILER OUTLINE WHEN ENTERING THE SITE
TRUCK/TRAILER OUTLINE WHEN LEAVING THE SITE

N

SCALE 20 0 20 40 FEET

KLJ

PRELIMINARY - NOT FOR CONSTRUCTION

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CITY QUESTIONS FOR CIVIC CENTER PROPOSAL

EXPANSION

QUESTION: Expansion Options

RESPONSE: There are several options for expa
e or by adding on directly to the

PROPOSED FACILITY

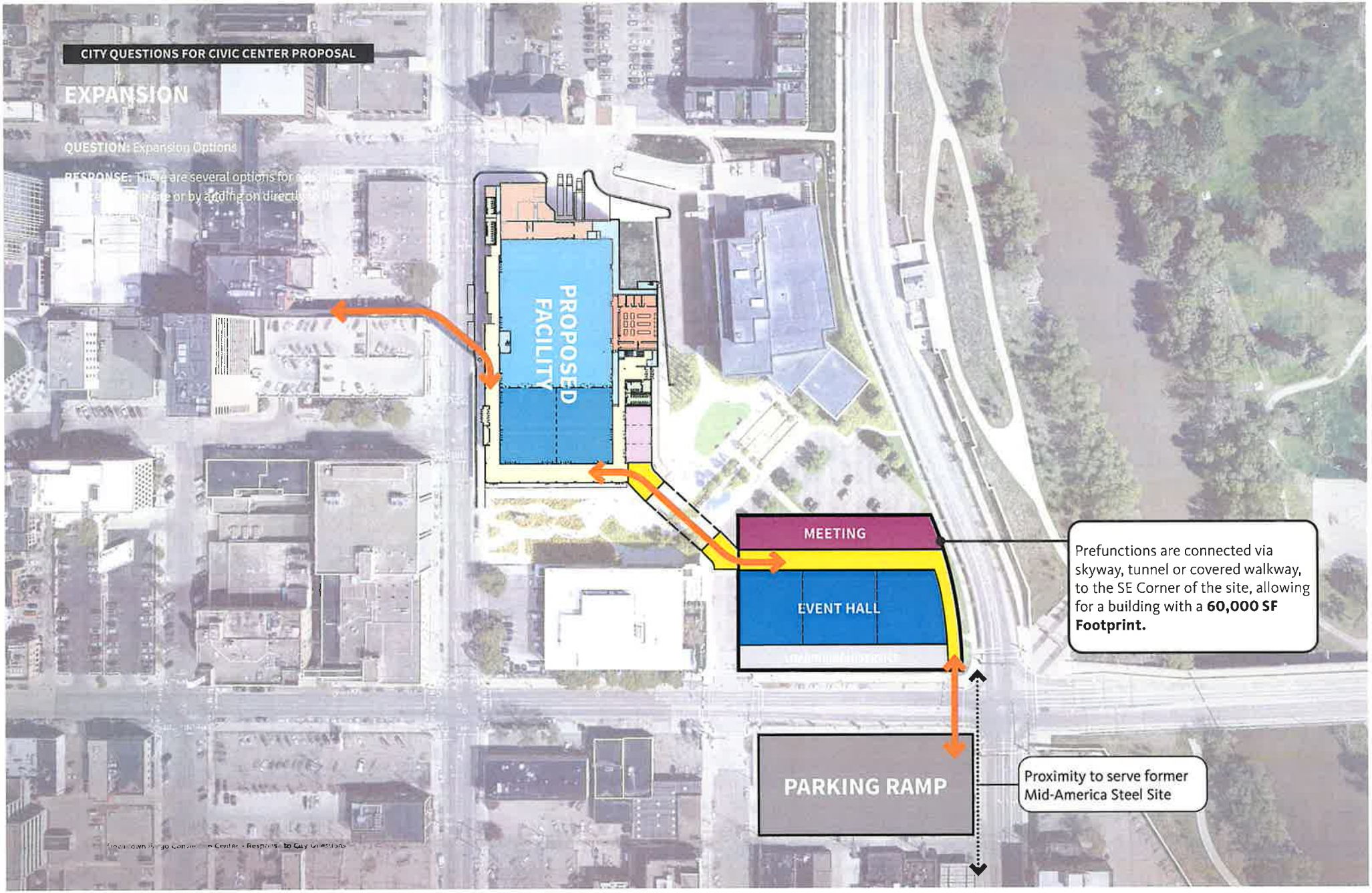
MEETING

EVENT HALL

Expanding the existing building footprint provides a **40,000 SF Addition** (20,000 SF Event Hall) increasing event space, adding meeting space, and additional services to support the expanded program.

PARKING RAMP

Proximity to serve former Mid-America Steel Site


CITY QUESTIONS FOR CIVIC CENTER PROPOSAL
EXPANSION
QUESTION: Expansion Options
PROPOSED FACILITY
MEETING
EVENT HALL
PARKING RAMP
Prefunctions are connected via skyway, tunnel or covered walkway, to the SE Corner of the site, allowing for a building with a **60,000 SF Footprint.**
Proximity to serve former Mid-America Steel Site

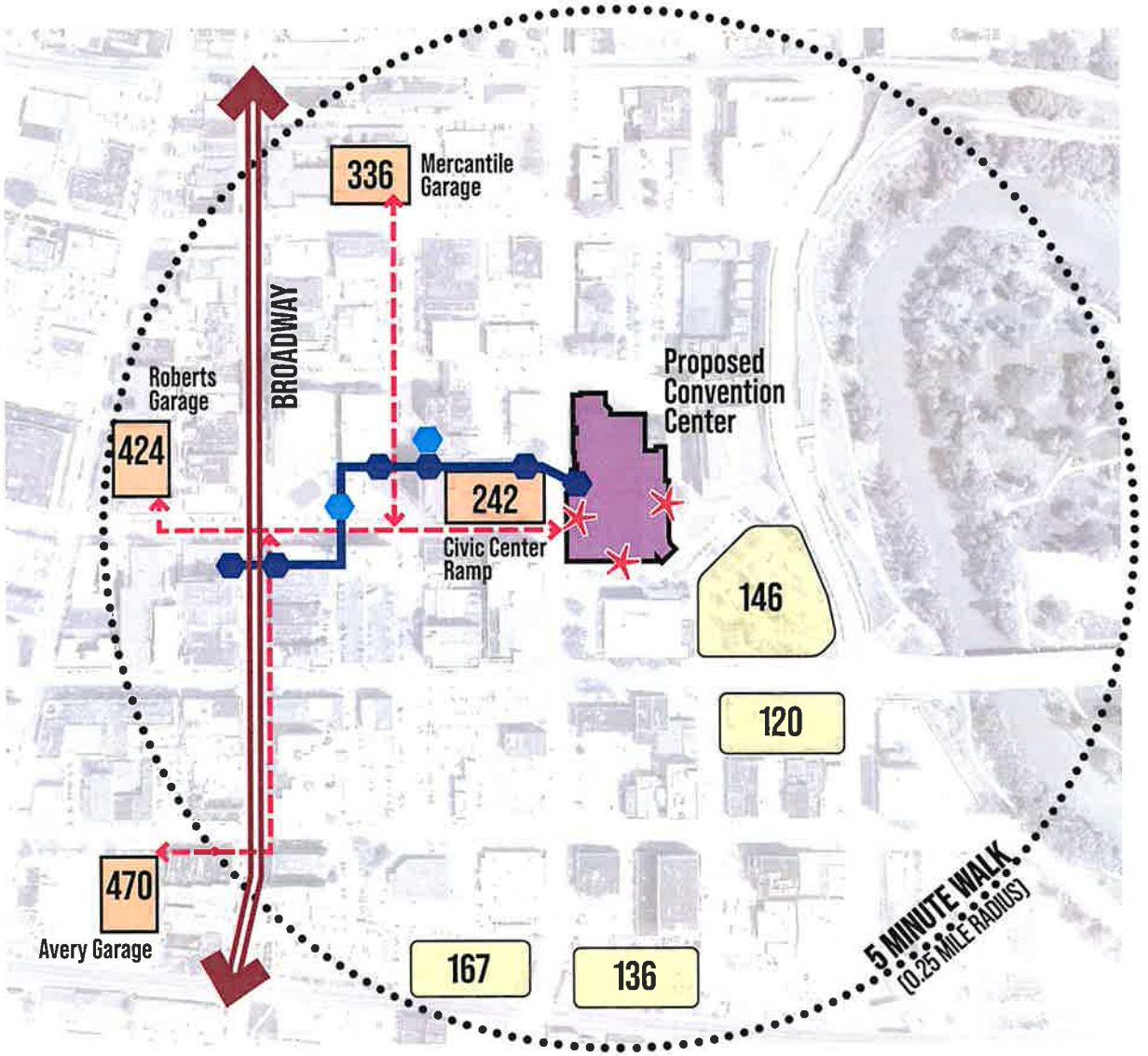
CITY QUESTIONS FOR CIVIC CENTER PROPOSAL

PARKING

QUESTION: Available parking, cost for parking

RESPONSE: Parking Options are identified in the diagram here, primarily utilizing city-owned garages that exist currently in downtown. Our proposal didn't include the parking revenue in our pro-forma, the City owned parking structures will have significantly increased revenue with sky way access.

2,041 parking spaces exist in nearby parking ramps and lots. Visitors will be able to check parking avaiability in the ramps by downloading an app on their phone.



LEGEND

- Skyway & Public Entry Points
- Skyway Access Opportunity
  (US Bank & American Federal: Exisiting connections but not publicly accessible)
- Walk Route from Parking Ramp
- Convention Center Entry

BUILDING DESIGN OVERVIEW

Images courtesy of Clay County Historical Society and NDSU Archives

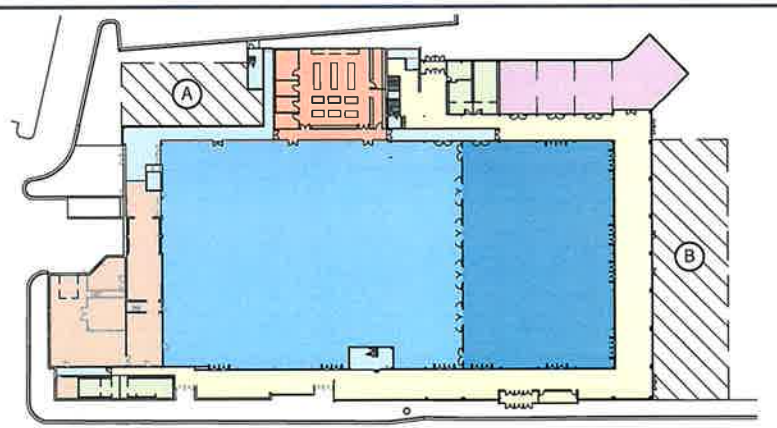
The location of Fargo was established with the construction of the first railroad bridge spanning the Red River in 1871-72. Since then, the railroad crossing has seen several iterations of bridge structures, changing with the needs of a growing city.

The design of the Convention Center connects to the past by borrowing structural patterns and materiality from those early railroad bridges and the x-bracing structure within the existing Civic Center - using wood and steel to create a welcoming space for both guests and residents. The Convention Center will serve as the bridge between the urban environment of Downtwon and the natural environments of the Red River - providing that link for all to enjoy two of the most recognizable and defining areas of Fargo.

OVERALL BUILDING FLOOR AREA

	LOWER LEVEL	FIRST LEVEL	SECOND LEVEL
EXHIBIT & BALLROOM SPACE TOTAL	--	45,000 SF	--
PREFUNCTION SPACE TOTAL	2,960 SF	13,180 SF	1,600 SF
MEETING ROOM TOTAL	--	4,200 SF	3,800 SF
KITCHEN	--	4,400 SF	--
CIRCULATION	1,300 SF	3,750 SF	1,200 SF
BACK-OF-HOUSE	9,800 SF	6,225 SF	370 SF
BUILDING SYSTEMS	2,000 SF	--	360 SF
RESTROOMS & BUILDING SERVICES	1,325 SF	2,085 SF	--
SUBTOTAL	17,385 SF	78,840 SF	7,330 SF
PROPOSED BUILDING AREA		86,170 SF	
PROPOSED BUILDING AREA WITH LOWER LEVEL		103,555 SF	

EXPANSION OPPORTUNITIES



POTENTIAL EXPANSION

(A) ADDITION FOOTPRINT 3,700 SF

(B) ADDITION FOOTPRINT 8,650 SF

LONG-TERM PLANNING EXPANSION

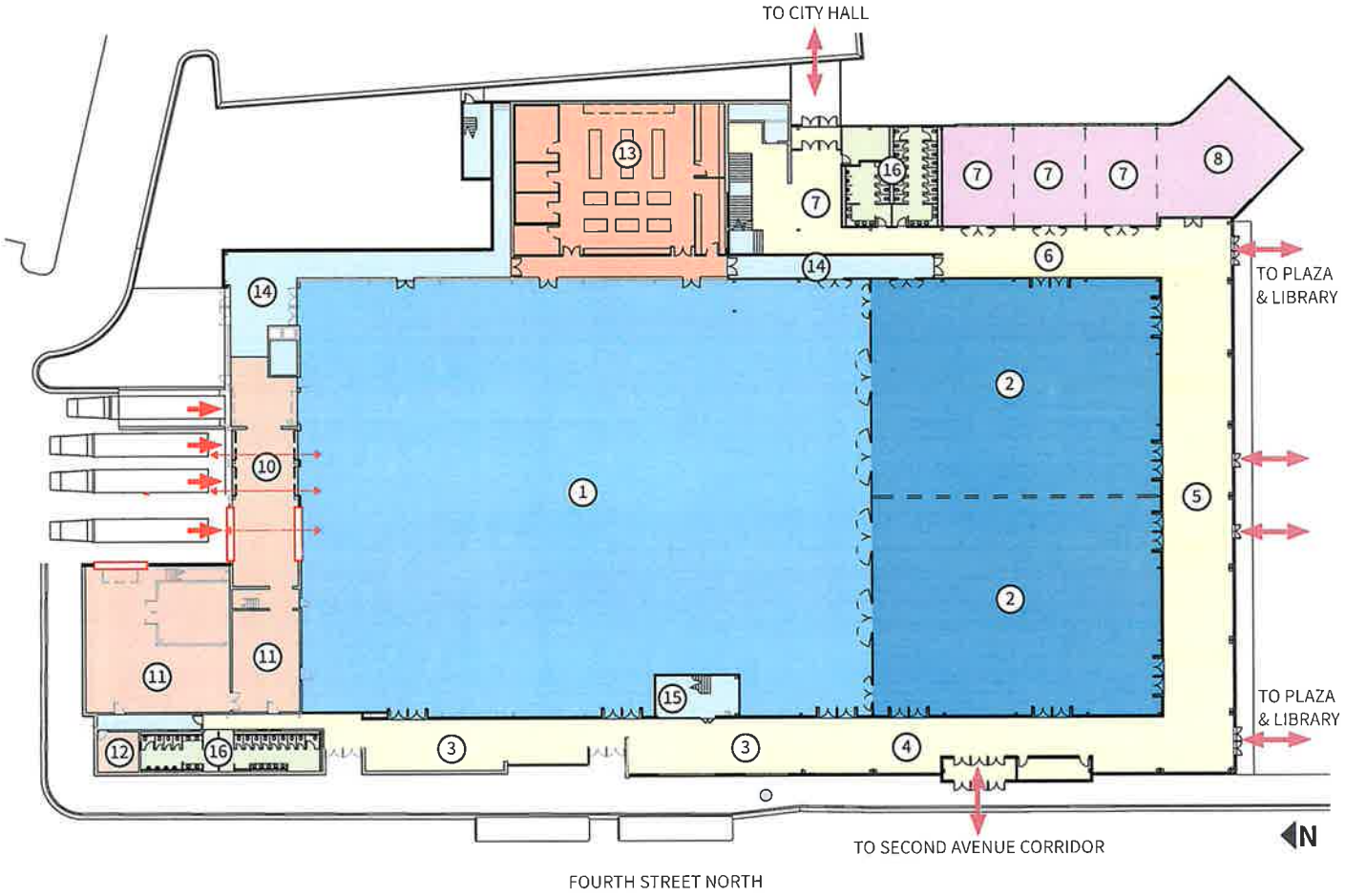
SOUTHEAST EXPANSION SITE FOOTPRINT 50,000 - 80,000 SF

FORMER POLICE STATION SITE FOOTPRINT 24,500 SF

FIRST LEVEL OVERALL FLOOR PLAN

LEGEND

- **EXHIBIT SPACE TOTAL** — **45,000 SF**
  - (1) EXHIBIT HALL — 30,000 SF
    200'-0" x 150'-0"
  - (2) BALLROOM — 15,000 SF
    100'-0" x 150'-0"
    BALLROOM A (100'-0" x 75'-0")
    BALLROOM B (100'-0" x 75'-0")
- **PREFUNCTION SPACE TOTAL** — **13,180 SF**
  - (3) CITY VIEW PREFUNCTION
  - (4) CITY VIEW ENTRANCE
  - (5) PLAZA VIEW PREFUNCTION
  - (6) RIVERSIDE PREFUNCTION
  - (7) RIVERSIDE ENTRANCE
- **MEETING ROOM TOTAL** — **4,200 SF**
  - (7) MEETING ROOMS — 2,625 SF
    75'-0" x 35'-0"
    MEETING ROOM A,B, & C (25'-0" x 35'-0")
  - (8) LARGE MEETING ROOM — 1,575 SF
- **BACK-OF-HOUSE TOTAL** — **6,225 SF**
  - (10) LOADING & RECEIVING — 1,770 SF
  - (11) STAGING & STORAGE — 4,225 SF
  - (12) GREEN ROOM OR STAFF SUITE — 200 SF
- (13) **KITCHEN** — **4,400 SF**
- (14) SERVICE CORRIDOR
- (15) STAIR TO SKYWAY
- (16) RESTROOMS & BUILDING SERVICES
- GUEST CIRCULATION
- LOADING & RECEIVING ACCESS



FIRST LEVEL OVERALL FLOOR PLAN - CONVENTION LAYOUT

LEGEND

EXHIBIT SPACE TOTAL 45,000 SF
300'-0" x 150'-0"
234 BOOTHS (10'-0" x 10'-0") SHOWN

1. EXHIBIT HALL 30,000 SF
200'-0" x 150'-0"
154 BOOTHS (10'-0" x 10'-0") SHOWN
ALSO PROVIDES FOR 5 COMPETITION VOLLEYBALL COURTS

2. BALLROOM 15,000 SF
100'-0" x 150'-0"
80 BOOTHS (10'-0" x 10'-0") SHOWN

PREFUNCTION SPACE TOTAL 13,180 SF

3. CITY VIEW PREFUNCTION
4. CITY VIEW ENTRANCE
5. PLAZA VIEW PREFUNCTION
6. RIVERSIDE PREFUNCTION
7. RIVERSIDE ENTRANCE

THE MAJOR PREFUNCTION SPACES CAN SERVE A SUPPORTING ROLE TO A CONVENTION OR SERVE AS THEIR OWN SEPARATE EVENT SPACE.

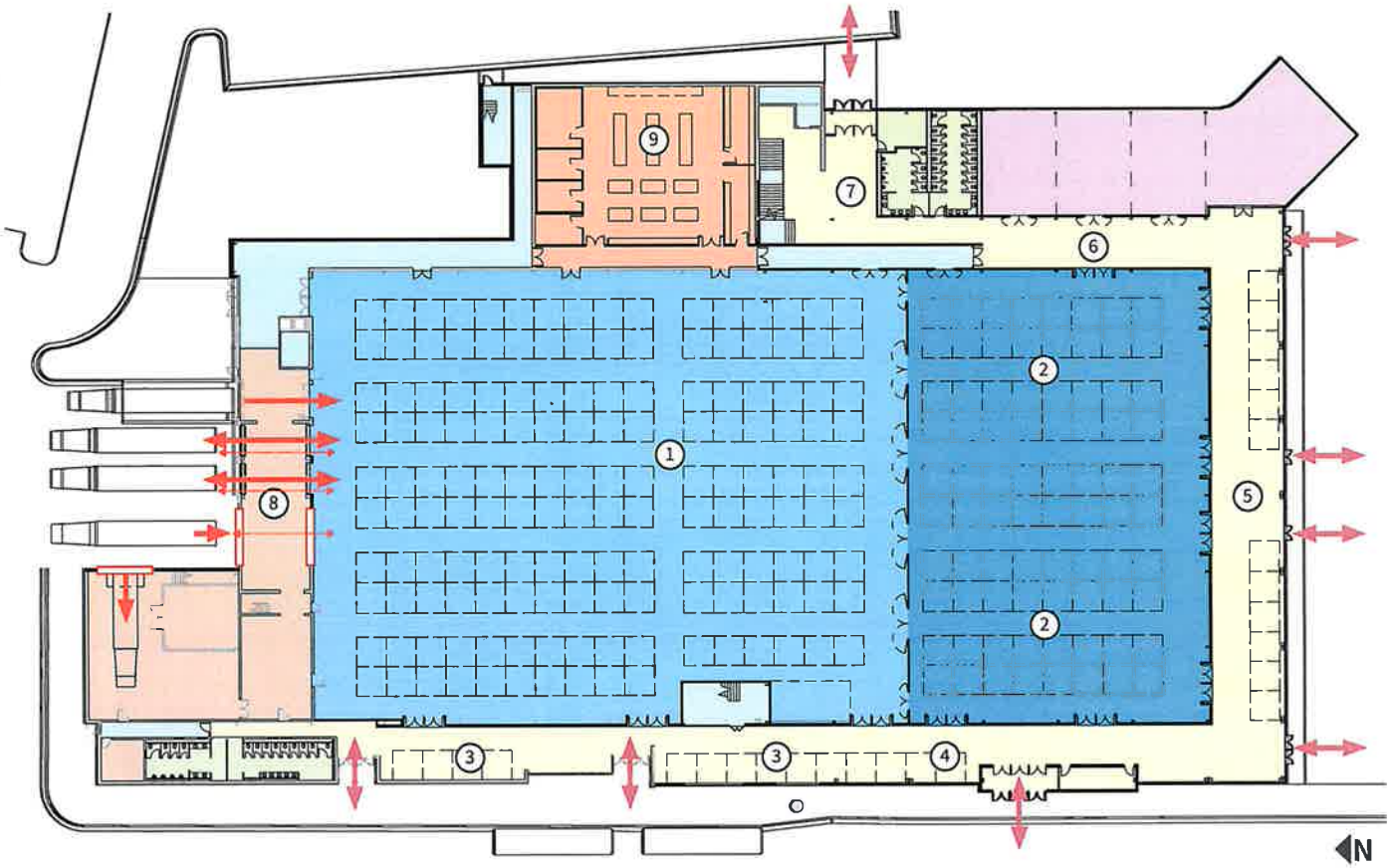
THEY ARE DEFINED SPACES FROM ONE ANOTHER AND COULD HOST MULTIPLE CLIENTS AND EVENTS SIMULTANEOUSLY.

8. LOADING & RECEIVING
DIRECT ACCESS FROM LOADING & RECEIVING TO THE EXHIBIT FLOOR IS PROVIDED - ALL ON THE CONVENTION FLOOR LEVEL. OVERHEAD DOORS WILL BE SIZED TO ALLOW SO DELIVERY TRUCKS CAN ENTER THE EXHIBIT HALL FLOOR. DRAYAGE WOULD BE STORED WTIHIN ONE OF THE BAYS IN THE LOADING AREA.

9. KITCHEN
THE CENTRALLY LOCATED KITCHEN IS POSITIONED TO EASILY SERVE THE EXHIBIT HALL, BALLROOM, AND MEETING ROOMS.

THE KITCHEN PLAN INCLUDES SPACE FOR FOOD PRODUCTION AND MEAL SERVICE, MULTIPLE FOOD STORAGE COOLERS AND FREEZERS, DRY STORAGE, DISHWASHING, & ADMINISTRATIVE SPACE.

OPPORTUNITY TO STEP OUTSIDE
THE DESIGN PROVIDES GUESTS OPPORTUNITIES TO STEP OUTSIDE AND RELAX.



FOURTH STREET NORTH

FIRST LEVEL OVERALL FLOOR PLAN - BANQUET LAYOUT

LEGEND

EXHIBIT SPACE TOTAL — 45,000 SF
300'-0" x 150'-0"

1 EXHIBIT HALL — 30,000 SF
200'-0" x 150'-0"
154 BOOTHS (10'-0" x 10'-0") SHOWN

2 BALLROOM — 15,000 SF
100'-0" x 150'-0"
LAYOUT SHOWN:
- 6'-0" ROUND TABLES; 96 SHOWN
- 8 SEATS PER TABLE; 768 SEATS SHOWN

TABLE AND SEATING LAYOUTS WILL VARY.
THE BALLROOM COULD HOST BANQUET OR GALA EVENTS WITH 1,000-1,500 ATTENDEES.

ACOUSTIC SEPARATION & NOISE CONTROL

Ballroom, meeting rooms, and exhibit spaces are designed with enhanced acoustic separation to support concurrent events. Full-height operable partitions, acoustically rated wall assemblies, and isolated mechanical systems minimize sound transfer between divisible spaces. The layout supports simultaneous banquets, keynote sessions, breakouts, and exhibitions without operational interference.

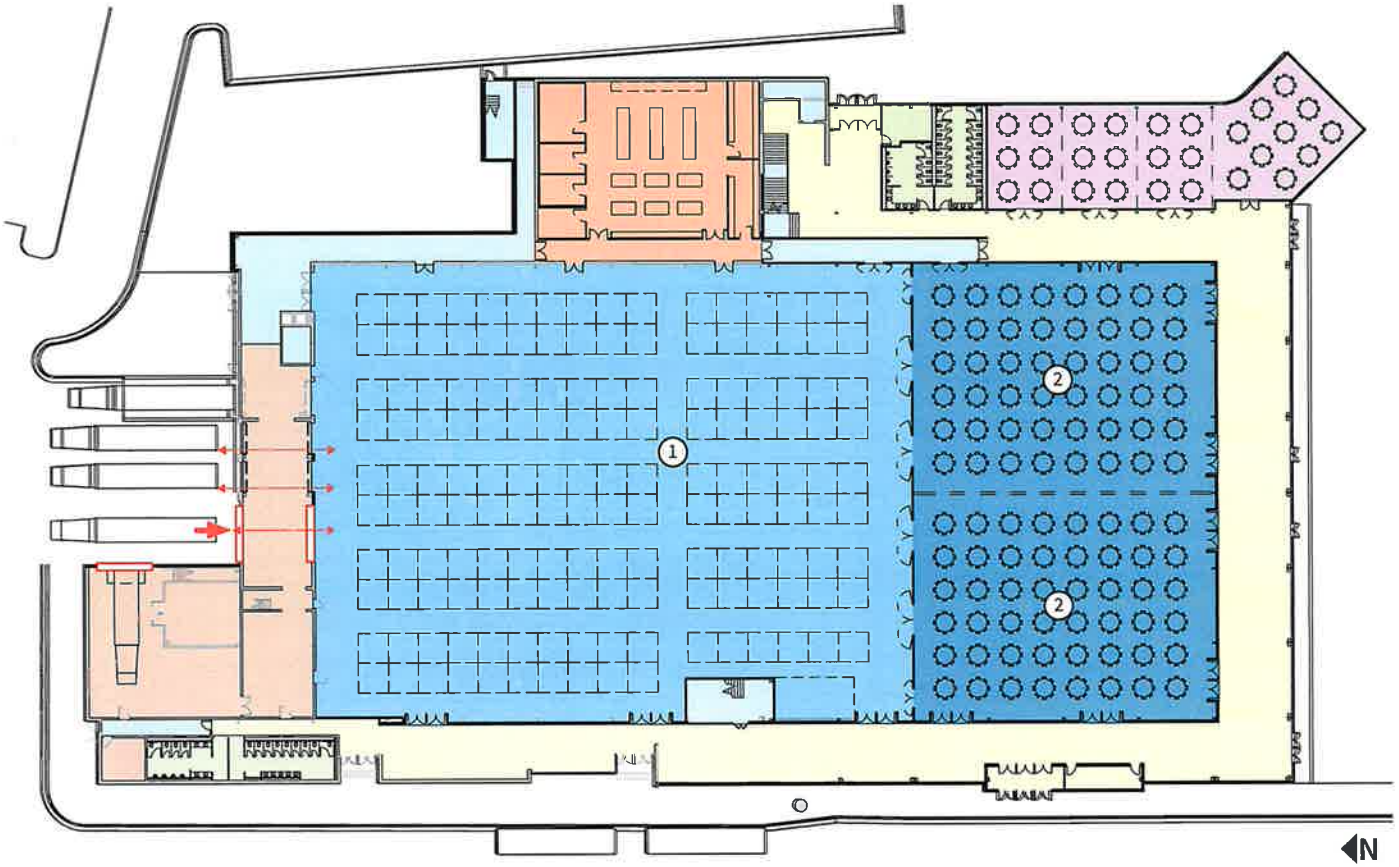
A/V / TECHNOLOGY INFRASTRUCTURE

The facility is designed with fully integrated, high-capacity broadband and distributed AV infrastructure to support hybrid meetings, live streaming, e-sports, broadcast events, and multi-room conferencing. Dedicated telecom rooms, robust fiber backbone, redundant service pathways, and ceiling-integrated rigging grids ensure maximum flexibility for evolving event technology. All meeting spaces, ballroom configurations, and exhibit areas are designed to accommodate seamless digital connectivity and hybrid event production.

ROOM DIVISIBILITY & FLEXIBILITY

The ballroom and meeting rooms are fully divisible with operable partition systems to allow multiple concurrent events, scalable breakout configurations, and flexible banquet layouts. This design maximizes booking versatility and revenue potential across varying event sizes.

The Exhibit Hall is designed with structural and mechanical infrastructure to allow future subdivision through operable partitions. Final implementation of full-height divisibility will align with available project funding and market demand, ensuring long-term flexibility without compromising initial operational performance.



FOURTH STREET NORTH

SECOND LEVEL OVERALL FLOOR PLAN

LEGEND

PREFUNCTION SPACE TOTAL 1,600 SF

1. SKYWAY LOBBY
2. SECOND LEVEL PREFUNCTION

THE FORMER COMMISSION ROOM IS TRANSFORMED INTO NEW MEETING AND PREFUNCTION SPACES.

PROPOSED WINDOWS AT THIS LEVEL WILL ALLOW NATURAL LIGHT IN THE PREFUNCTION SPACE.

MEETING ROOM TOTAL 3,800 SF

3. MEETING ROOMS 3,000 SF
60'-0" x 50'-0"
MEETING ROOM E & F (30'-0" x 50'-0")
THE FORMER COMMISSION ROOM IS TRANSFORMED INTO NEW MEETING AND PREFUNCTION SPACES.

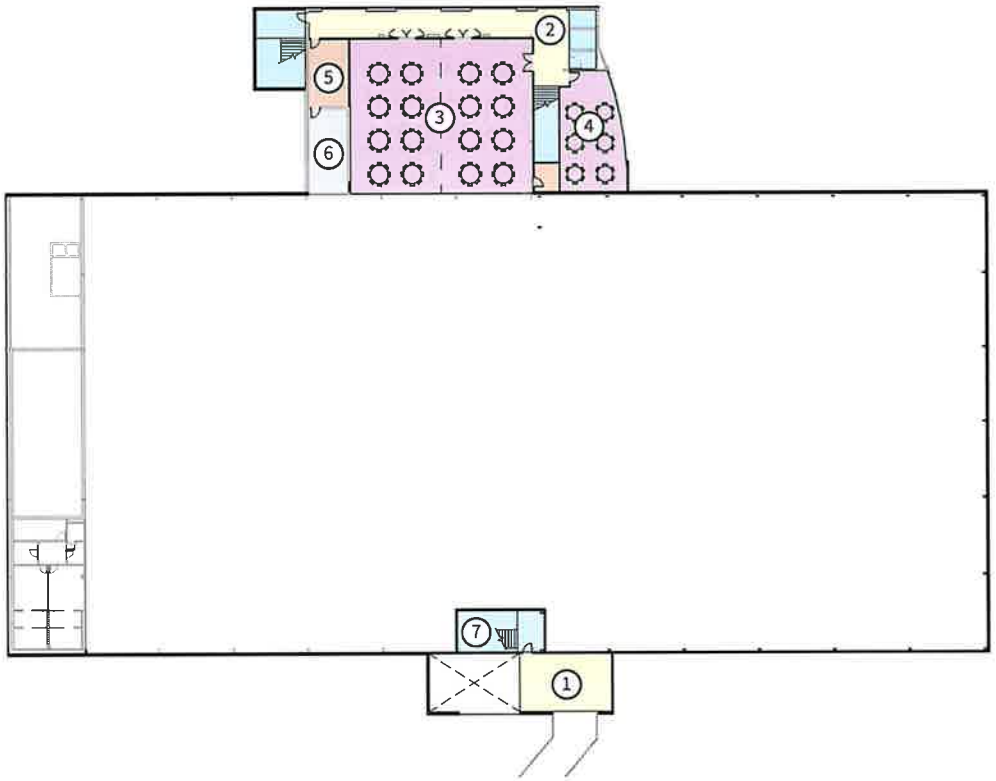
THE CLOSE PROXIMITY TO CITY HALL COULD MAKE IT A GREAT OPTION FOR STAFF TRAINING OR SEMINARS.

4. BOARD ROOM 800 SF
THIS EXISTING PREFUNCTION SPACE IS CAPTURED TO CREATE A FORMAL BOARD ROOM FOR THE FARGO CONVENTION CENTER.

BUILDING SERVICES

5. STORAGE - OR - RESTROOMS
THIS EXISTING SPACE SERVES AS A STORAGE ROOM, BUT COULD BE RENOVATED TO BE INDIVIDUAL OCCUPANCY RESTROOMS TO PROVIDE A CONVENIENT OPTION FOR GUESTS.

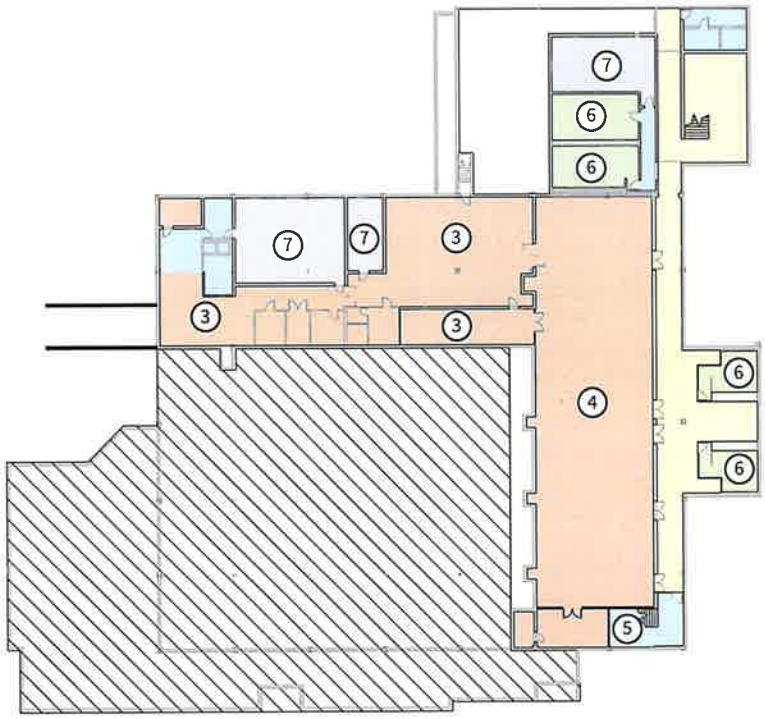
6. BUILDING SYSTEMS SPACE
7. STAIR TO SKYWAY



LOWER LEVEL FLOOR PLAN

LEGEND

- **PREFUNCTION SPACE TOTAL** 2,960 SF
  - (1) PREFUNCTION
  - (3) RIVERSIDE ENTRANCE LOBBY
- **BACK-OF-HOUSE TOTAL** 9,790 SF
  - (3) STAGING, STORAGE, & BUILDING SUPPORT
  - (4) **BONUS SPACE** 5,345 SF
    THIS EXISTING SPACE SERVED AS MEETING ROOMS FOR THE CIVIC CENTER. IT IS SHOWN IN THIS PLAN AS ADDITIONAL STORAGE SPACE, BUT THERE ARE OTHER USES THAT COULD BE FURTHER EXPLORED, SUCH AS SUPPLEMENTAL MEETING OR TRAINING ROOMS.
- (5) STAIR TO SKYWAY
- (6) RESTROOMS & BUILDING SERVICES
- (7) BUILDING SYSTEMS SPACE



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HEYER ENGINEERING
STRUCTURAL CONSULTANT

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Sioux Falls, SD 57103
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05/07/2026

Rodney Bischof, AIA, NCARB
EAPC Architects Engineers
112 Roberts St N Suite 109
Fargo, ND 58102

RE: Fargo Convention Center Downtown Location – Existing Civic Center Structural Reuse
Fargo, ND

Mr. Bischof:

As part of the Fargo Convention Center Downtown Location proposal, Heyer Engineering was asked to review the feasibility of reusing the existing Civic Center structure. To accommodate the program requirements, the design team is proposing several areas where the structure will be required to be modified as part of the final proposal. The specific items related to the existing structure that we were asked to review to determine feasibility are as follows:

- Demolition and removal of the elevated stadia seating.
- Removal of the existing structure along the south wall of the main arena.
- Removal of several columns at the south side/front of the stage.
- Removal of a portion of the north receiving/loading dock area.

Each item will be discussed in further detail below.

As part of the review, Heyer Engineering visited the facility in November of 2025 to view the existing structure firsthand where possible. Drawings from the original construction in 1958 as well as the 2001 addition were available for review as well. Using the information contained in the existing drawings, some limited structural analysis was completed where necessary to determine the feasibility of each of the items noted above. Since this is a major renovation, in addition to the items noted above, the existing roof structure was analyzed and found to have adequate capacity based on current code required snow loading.

Removal of Elevated Stadia Seating

Removal of the elevated stadia seating is required to create the necessary wide-open space in the main arena area to allow the area to function as needed for a convention center. After reviewing the existing drawings and completing some limited structural analysis, it was concluded that some additional column

reinforcing may be required, but removal of the stadia seating structure framing does not adversely affect the overall structure of the building.

Removal of Existing Structure at South Wall

Removal of the existing structure at the south wall of the existing arena is required to create a column free or nearly column free opening and allow the main arena area to expand to the south. Two different options were investigated to allow for the removal of the existing end wall structure. Both options were found to be feasible with one of those options being preferred.

Removal of Several Columns at the South Side of Stage

To further open up the north end of the arena area in the existing Civic Center, the removal of several building columns was investigated at the south side/front of the stage. After reviewing the existing drawings, it was concluded that this was not a feasible option as it would have required additional demolition of several elevated structural floors that are located between the north exterior wall and the south side of the stage. This is due to those floors being supported by the columns that were potentially being removed.

Removal of a portion of the North Receiving/Loading Dock

Removal of a portion of the existing structure at the east of the north receiving/loading dock area was investigated to allow for the addition of a fourth loading bay at the north side of the facility. Based on the direction the structure is spanning, partial demolition of the east end will be very feasible to allow for the additional loading bay.

As with most reuse projects, modifications to the existing structure are to be expected to allow the existing structure to truly function with the new use. We reviewed the four major changes noted above. Three of those options were found to be feasible to allow the existing Civic Center structure to be adapted for reuse as the new Fargo Convention Center. All three will require some level of modification to the existing structure, but none of the required overall modifications are beyond the scale of the project making them infeasible.

Should you have any questions, please don't hesitate to contact us.

Sincerely,
Heyer Engineering

Darren D. Neff, PE SE
Principal

Mechanical & Electrical Narrative
Convention Center

EAPC Architects Engineers
Tyler Coulombe, PE (Mechanical)
Brian Wentland, PE (Electrical)

January 14, 2026

1) Project Design Criteria

Codes & Standards (assumed):

- IMC, IBC, IECC (2021 or current adopted); local amendments as applicable.
- ASHRAE 62.1 (Ventilation for Acceptable IAQ)
- ASHRAE 55 (Thermal Comfort)
- ASHRAE 90.1 (Energy).
- NFPA (as applicable to smoke control and fire protection interfacing)
- SMACNA (duct construction)
- AMCA (fan ratings)
- AHRI (equipment ratings).
- Noise Criteria: NC-35 (meeting/ballrooms), NC-40 (exhibit halls/lobbies), NC-30 (administrative/support).
- Outdoor Design Conditions (Fargo, ND)
- ASHRAE Heating (99.6%): -17.6°F DB. Design will be to -30°F DB.
- ASHRAE Cooling (0.4%): 90.4°F DB / 72.5°F WB
- Ventilation dehumidification sized for high-occupancy events and latent loads.
- Wind/infiltration: tight envelope assumed; vestibules at major entrances.
- Indoor Design Setpoints
- Cooling: 74°F ±2°F; RH target: 50% max (exhibit/meeting areas).
- Heating: 72°F ±2°F; RH minimum: 25–30% winter (no active humidification unless noted).
- Back-of-house: 68–75°F depending on function.
- Energy & Controls
- DDC/BAS with sequences for air-side economizer, demand-controlled ventilation (DCV), optimal start/stop, supply air reset, hydronic ΔT optimization, fault detection/diagnostics (FDD), and event-mode scheduling.
- Heat recovery on all OA systems via energy/enthalpy wheels (≥70% effectiveness) or sensible plate exchangers where contamination risk exists.
- N+1 redundancy for major plant components serving assembly occupancies.

2) Existing Building

1958 Original Building:

- Steam boilers provide heating to existing event space AHUs and perimeter heating devices.
- (2) 44,000 CFM AHUs located in the upper level.
- No chilled water system.
- Domestic water heater via steam boiler system and large storage tank.

1988 Exhibition Center Addition:

- Addition utilized original building steam for heating air handling equipment.
- 200-ton centrifugal water chiller with remote sump and cooling tower added.
- Cooling provided to new AHU equipment of this addition.
- Gas-fired radiant heaters used for open areas.

2001 Civic Center Addition:

- Addition utilized original building steam to heat new addition AHUs, VAVs, and perimeter heating devices through a shell and tube heat exchanger.
- Chilled water was tapped off the 1988 addition to supply cooling to the new AHUs.

2018/19 Chiller Upgrade:

- Replace the 200-ton water cooled chiller and cooling tower with a 225 nominal ton air cooled chiller and (2) chilled water pumps

Possible equipment to be reused:

- Reuse and relocate existing 225 ton air cooled chiller and pumps
- Reuse existing chilled water piping where possible.
- All steam and condensate piping removed; new hydronic hot water piping installed.

3) New & Remodeled Convention Center – Mechanical Narrative

Program & Occupancy Assumptions:

- Ventilation basis (ASHRAE 62.1) uses Rp + Ra with DCV enabled in assembly spaces. Coincident peak diversity of 0.7 applied for plant sizing due to staggered event schedules.

System Selection Rationale:

- Custom DOAS AHUs provide 100% conditioned outdoor air with energy recovery, desiccant option, and cold climate preheat.
- Space AHUs (supply/return) in exhibit & ballroom zones to handle sensible loads and air distribution; VAV terminal units with hot water reheat in meeting and support spaces.

- Hydronic plant: water-cooled chiller plant with cooling towers for efficiency and acoustics (set back from public elevations), plus air-side economizer priority during shoulder seasons.
- Heating plant: condensing hot-water boilers (primary/variable secondary) sized for OA preheat + reheat + perimeter heating.

Chilled Water Plant:

- Cooling Capacity: ~600 tons (N+1).
- Basis: envelope/internal loads + people (latent & sensible) with DCV + diversity; includes growth/contingency (~10%).
- Chillers: 2× 300-ton air-cooled chillers. Re-use existing 225 Ton chiller for one of the two chillers required.
- CHW Pumps: variable primary, base mounted pumps, ~1,200 gpm total (ΔT = 14°F), N+1; differential pressure control via BAS.
- Piping: Schedule 40 steel piping, grooved/welded joints, copper after shutoff valves to equipment. Insulated with fiberglass insulation. Exterior chilled water piping will be welded Sched 40 piping with polyisocyanurate pipe insulation.

Heating Hot Water Plant:

- Boilers: 2× 2 MMBtu/hr condensing (N+1), 140°F supply / 110°F return (reset on OA temp).
- HW Pumps: variable primary, base mounted pumps, ~600 gpm total (ΔT = 30°F), N+1; differential pressure control via BAS.
- Perimeter emitters: low-profile fin-tube or radiant panels along envelope-exposed boundaries.
- Piping: Schedule 40 steel piping, grooved/welded joints, copper after shutoff valves to equipment. Insulated with fiberglass insulation.

Air Handling & Distribution

- Exhibit Hall AHUs: 3× 40,000 cfm supply/return VAV AHUs (total ~120,000 cfm), MERV-13 filtration, low sound power; ceiling distribution with low return to mitigate thermal stratification during heat/cool.
- Ballroom AHUs: 2× 25,000 cfm (total ~50,000 cfm), MERV-13 filtration, VAV, quiet operation (NC-35 targets).
- Meeting/Support AHUs: 2× 15,000 cfm (total ~30,000 cfm), MERV-13 filtration, serving VAV zones with reheat.
- Kitchen AHU: 1 x 5,000 cfm, MERV-13 filtration

DOAS Units (OA):

- Exhibit Hall DOAS: ~25,000 cfm OA
- Ballroom DOAS: ~10,000 cfm OA.
- Meeting/Support DOAS: ~8,000 cfm OA.
- All with enthalpy wheels (≥70%), preheat coils, modulating OA dampers, and bypass for economizer.
- Terminal Units: VAV with hot water reheat (meeting rooms, perimeter zones)

- Design Static: supply ~4.0 in. wg (large spaces), return ~2.0 in. wg; duct materials per SMACNA.

Exhaust Systems:

- Toilet exhaust: code minimum, ~10–12 ACH equivalent, demand-based via occupancy. Exhaust through energy recovery DOAS units.
- Back-of-house exhaust: janitor, storage, electrical; dedicated EF with interlocks.
- Commercial kitchen: grease hoods per NFPA 96 (final CFM per hood type).

Kitchen Systems:

- Type I stainless steel kitchen exhaust hood installed over all grease producing appliances (size determined by appliance sizes and quantities). Hood provided with Ansul fire suppression system with all HVAC interlocks and emergency shutdowns.
- Type II stainless steel exhaust hood installed over dishwashers (size determined by dishwasher size and type).
- Roof mounted exhaust fan(s) for Type I kitchen hood with grease trap, welded or manufactured ductwork with Fyre wrap for 0" clearance to combustibles.
- Roof mounted exhaust fan for Type II hood. Ductwork to be aluminum from hood to exhaust fan.
- Dedicated make up air unit (MAU) to provide make up air for kitchen hood exhaust. Direct fired gas unit interlocked to kitchen exhaust hood(s).
- Gas piping to all gas fired appliances.

Humidity & Economizer:

- Dehumidification by cooling coil + reheat (DOAS) with supply air dewpoint control; event latent loads considered.
- Air-side economizer: priority cooling in shoulder seasons; BAS locks out based on OA enthalpy and occupied schedules.

Acoustics & Vibration:

- AHU discharge/return silencers in ballroom/meeting zones; isolators on pumps/fans; duct liner or acoustic panels in select locations.

Controls & Sequences:

- Event mode (high occupancy): DCV limits disabled or elevated minimum OA; supply temps reset down, static reset up.
- Low-occupancy mode: DCV active; increased ΔT on chilled/hot water; static reset down; optimal start/stop.
- Fault detection: filter ΔP, coil approach, tower basin temperature alarms, valve/actuator fail.

Electrical & Integration:

- MCCs/VFDs at mechanical rooms; emergency power for critical fans serving smoke purge (if required by AHJ), freeze protection, and BAS.

Fire/Life Safety Interface:

- Smoke purge capability in exhibit hall if required (coordinate with fire protection engineer and AHJ); automatic shutdown/interlock logic as per IMC/NFPA.

Commissioning, TAB, and O&M:

- Cx for all sequences, trend reviews, seasonal performance checks.
- TAB of air/water systems; hydronic ΔT acceptance criteria; AHU/DOAS psychrometric validation.
- Access & maintenance clearances per manufacturer; roof safety (anchors, davits) for towers and intakes.

4) Ventilation & Psychrometrics

- Supply air dewpoint selected to meet sensible + latent simultaneously; typical SA 52–55°F for event cooling with reheat via terminal coils to maintain room neutral temperatures.
- Humidity control focuses on latent loads from occupants; DOAS coils sized with coil face velocities ≤500 fpm to improve moisture removal.
- 62.1 multi-zone procedure used to determine system OA fraction (Xsys); Evz for worst-case zones sets DOAS minimum; DCV trims OA during partial occupancy.

5) Filtration & IAQ

- MERV-13 minimum on all supply; MERV-14 optional in meeting/ballroom AHUs for enhanced IAQ.
- UV-C (coil irradiation) optional on DOAS to manage biofilm and coil fouling.
- Differential pressure sensors across filters; BAS alarms and runtime-based maintenance.

6) Freeze Protection & Cold-Climate Details

- Glycol: 35% ethylene glycol on coils exposed to OA with low-leak OA dampers and unit mounted freezestats.
- Unit heaters in back of house spaces, mechanical rooms, and vestibules.

7) Controls Sequences

- Supply Air Temperature Reset: based on zone demand (max damper position) and OA conditions.
- Static Pressure Reset: maintain at lowest value meeting critical VAV demand.
- Hydronic ΔT Optimization: modulate coil valves to maintain design ΔT, limit low ΔT penalties.

- Economizer Logic: enable when OA enthalpy < return enthalpy and humidity is acceptable; lockout at low OA temps to avoid freeze risk.
- DCV: CO_2-based setpoints (e.g., 900–1,000 ppm) with minimum OA floor.
- Event Scheduling: pre-cool/pre-heat, OA minimum override, extended occupied schedules.
- FDD: alarm on filter ΔP high, tower basin < setpoint, unexpected valve/fan behavior.

8) Commissioning & Deliverables

- Pre-functional checklists, functional performance tests, seasonal testing, TAB reports, and O&M training.
- Provide as-built sequences, trend logs (30-day minimum), and owner training tailored to event operations.

9) Plumbing & Fire Protection

- Domestic Hot Water: central condensing water heaters sized for event restrooms and concessions (typ. 1.0–1.5 gph per fixture diversity; final sizing by fixture count). Master mixing valve to provide 120 degree distributed hot water with elevated storage temps.
- Piping: Underground sanitary will be solid core PVC, Venting will be solid core PVC, and domestic water piping will be insulated copper. Any storm drainage piping within the building will be insulated solid core PVC.
- Natural Gas: sized for boilers, kitchen loads (if any), and emergency generators (coordinate utility pressure).
- Fire Protection: Ordinary Hazard Group 1/Light Hazard (depending on area); wet systems with dry/pre-action in unheated zones; fire pump only if city pressure/flow insufficient.

Kitchen Systems:

- Kitchen fixtures by kitchen consultant and plumbed by plumbing contractor.
- Cast iron sanitary piping from any high temp water discharges back to a common PVC main.
- Floor sinks and drains per kitchen consultant recommendations.
- Grease interceptor for all grease producing fixtures.

10) Electrical

- The existing panelboards, switchboards, and generator were installed in 2002. Due to the age of the equipment, we would recommend it be replaced with new equipment.
- The existing service is a 4000A 208V 3PH system. Recommend upgrading the service to 2500A 480V 3PH. The 2500A would feed a 500KVA step down transformer to a 1800A (2000A frame size) 208V 3PH distribution panelboard.
    - This 1800A 208V 3PH distribution panelboard would feed any existing mechanical equipment, new receptacle loads, and new equipment loads.

    - 200A minimum power access required in Exhibit Hall; power to be available a minimum of every 20'-0". (requirement from the RFP)
- The existing generator does partial backup of the lighting and some mechanical equipment. Due to the age of the equipment, recommend replacing it with an outdoor unit. The existing generator is 125KVA 208V 3PH feeding two transfer switches. Recommend a new 200KVA for partial backup of the building.
    - Recommended items of the generator would be egress lighting, the fire alarm panel, sump pumps, and other equipment deemed necessary
- The existing fire alarm panels are Simplex 4100U, Mircom FX-2000, and a Gamewell FCI Honeywell. These panels are outdated and would be problematic getting parts for in the future. Recommend one new fire alarm panel to control the entire facility
- New LED lighting and lighting control for the building.
- A/V systems for Exhibit Hall and Meeting Rooms. Need further consultation with operations consultant.

FIRST WESTERN BANK

May 15, 2026

Fargo City Commission
225 4th St N
Fargo, ND 58102

Re: Letter of Interest – Marriott Moxy Hotel

To Whom it May Concern,

On behalf of First Western Bank, I am pleased to submit this Letter of Interest in connection with providing a financing facility for the proposed development of a Marriott Moxy branded hotel in conjunction with the Fargo Convention Center site selection.

We have an established relationship with Mr. Zander and prior experience financing hospitality projects of this nature and size. Based on that experience, we have confidence in Mr. Zander and Brandt Hospitality Group's ability to execute on a project of this scope, and look forward to the opportunity to partner with him on this proposed hotel development.

Subject to satisfactory completion of our underwriting process, First Western would provide a credit facility for construction and permanent financing, with terms consistent with current market interest rates and conditions at time of funding.

This Letter of Interest is non-binding and does not constitute a loan commitment or agreement of any kind. Any financing is subject to the Bank's formal credit approval, including review of appraisal, title work, environmental assessment, and execution of loan documents.

We appreciate the opportunity to express our interest and look forward to discussing further.

Sincerely,

First Western Bank

Gerald Brossart
Market President

Thomas Stromme
SVP, Commercial Banker

7750 Wisconsin Ave., Bethesda, MD 20814
(720) 781-0900 mobile
billy.quaranto@marriott.com

Marriott
INTERNATIONAL

May 18, 2026

To Whom It May Concern:

I am writing to express Marriott International's support for the submission of a franchise application for a proposed Moxy hotel at 222 4th St N, Fargo, ND 58102, adjacent to the new convention center site in downtown Fargo. The project is being developed by Kelly Zander and will be managed by Brandt Hospitality Group.

Marriott has reviewed the proposed site and is supportive of receiving an application for a franchise agreement for this location. We believe the proposed roughly 100-key new-build Moxy hotel is well suited for this site given its proximity to the convention center, its connection via skyway to structured parking and everything downtown Fargo has to offer, and the continued growth and momentum in the surrounding area.

The Moxy brand is designed to deliver a vibrant, energetic guest experience, and we believe its signature food and beverage offerings will create a fun and welcoming atmosphere for both hotel guests and conference attendees. Importantly, a Moxy hotel at this location would expand the range of accommodations and experiences available to convention center visitors, offering something distinctly different from the hotels already serving downtown Fargo.

Marriott enjoys an outstanding relationship with Brandt Hospitality Group. Brandt continues to be one of the highest-ranking management companies in our system for guest service scores, and we are proud to recognize them once again this month with our Partnership Circle Award. In addition, Brandt currently has two other Marriott-branded hotels under construction that are expected to open this year. Their proven track record gives us great confidence in the success of this proposed development.

Our support at this stage reflects a preliminary review of the site. Any decision regarding approval of a franchise will be made following Marriott's review of the complete application materials and applicable diligence. We are encouraged by the prospect of reviewing an application for the Moxy brand at this location and look forward to working with the development team and city officials as the process moves forward.

Sincerely,

Billy Quaranto
Senior Director, Lodging Development
Marriott Select Brands – CO, NE, IA, MN, ND, SD

Brno

May 26, 2026

To: **Board of City Commissioners**
Fr: **Michael Redlinger, City Administrator**
Re: **Authorize City Staff & the City Attorney's Office to Discuss the Future of Newman Outdoor Field**

Mayor Mahoney and City of Fargo staff have recently been approached by North Dakota State University (NDSU) to discuss future operations of Newman Outdoor Field and capital improvement needs at the facility. Specifically, Newman Outdoor Field requires a unified, long-term vision and plan for capital improvements at the facility, including ADA projects for accessibility and other maintenance projects that have not been completed. This is due, in part, to a fragmented operational model of Newman Outdoor Field, whereby the City, NDSU, and Fargo-Moorhead Baseball, Inc. all participate in various aspects of facility management and improvement.

At present, the City of Fargo owns Newman Outdoor Field and various stadium improvements that have been made to the property. The land on which the stadium is located is owned by the State of North Dakota and leased to the City. Fargo-Moorhead Baseball, Inc. owns and operates the Fargo-Moorhead Redhawks, the professional independent baseball team that utilizes Newman Outdoor Field as its home stadium. NDSU also utilizes Newman Outdoor Field as the home stadium for its baseball team.

Looking to the future, the City of Fargo, together with NDSU, would like to explore conversations about the future of Newman Outdoor Field and the operational model for the facility. The City Commission is requested to provide authority to City staff and the City Attorney's Office to initiate these exploratory conversations with NDSU and Fargo-Moorhead Baseball, Inc. with a focus on long-term operations and improvements to the facility. As the stadium nears its 30th anniversary on the NDSU campus, a long-range operational discussion is warranted and will serve the future interests of the parties.

Recommended Action: I move to authorize City staff and the City Attorney's Office to initiate and engage in operational discussions with NDSU, Fargo-Moorhead Baseball, Inc., and any related parties on future operations and maintenance of Newman Outdoor Field, with updates to be provided to the City Commission on a periodic basis.

THE CITY OF Fargo
FAR MORE

Administration
Brenda Derrig, PE
225 4th Street North
Fargo, ND 58102
Phone: 701.241.1549
Email: bderrig@FargoND.gov
www.FargoND.gov

May 21, 2026

TO: Board of City Commissioners

FROM: Brenda Derrig, Assistant City Administrator

RE: Authorize City Staff & the City Attorney's Office to explore collaborating with the Fargo-Moorhead Science Museum at the former Mid America Site (92 and 106 NP Avenue North)

Commissioner Strand, Mayor Mahoney and City of Fargo staff have recently been approached by Fargo-Moorhead Science Museum to discuss options to explore the former Mid America site as a potential site for the Fargo-Moorhead Science Museum.

The City of Fargo purchased the former Mid America Steel site in 2016. In the summer of 2021, a contract was issued to remove all buildings on the site, down to the at-grade floor slabs and concrete foundation walls.

In 2025, the Engineering Department along with Planning and Environmental Health selected SRF Consulting (SRF) with a proposed scope of services to start the process of cleaning up the site due to the overgrowth of vegetation and not being able to maintain it due to remaining slabs and foundation walls.

The Scope of Services was structured in sequential steps, allowing the consultant to perform limited work at each stage before proceeding to the next. This phased approach allows for scope adjustments as new information becomes available in each step. Funding for the work completed to date has come from Riverfront TIF.

- Step 1 – Due Diligence, Coordination, and Planning - **Completed**
- Step 2 – EPA Assessment Grant Application and ESA Phase 2
- Step 3 – Site Closure, Re-Development Plan, EPA Cleanup Grant Application
- Step 4 – Re-Development Construction / Environmental Remediation Plans and Construction Administration Services

Looking forward, the City of Fargo, would like to explore potential options on working with the Fargo-Moorhead Science Museum, along with evaluating the site needs.

Recommended Motion:
I move to authorize City staff and the City Attorney's Office to initiate and engage in discussions with the Fargo-Moorhead Science Museum on the potential siting of the Science Museum on the MidAmerica Steel Site at 92 and 106 NP Avenue North.

FARGO • MOORHEAD SCIENCE MUSEUM

fmsm.org

May 19, 2026

City of Fargo
Attn: Mayor and City Commission
225 4th Street North
Fargo, ND 58102

Subject: Letter of Interest: Partnership Opportunity for Development of Mid-America Steel Land

Dear City Leaders:

On behalf of the Fargo-Moorhead Science Museum, I am writing to express our interest in exploring a partnership with the City of Fargo to develop the city-owned property located at 92 Northern Pacific Avenue North in Fargo, North Dakota, commonly known as the Mid-America Steel site.

The Fargo-Moorhead Science Museum (FMSM) is a community-led effort to design and build a destination science museum for our region. Through interactive exhibits and programs, FMSM will reward curiosity, showcase local science and innovation, and create pathways to careers in science, technology, engineering, math, and medicine (STEMM). The museum will serve as an accessible community gathering space for all ages and abilities and contribute to the cultural and economic vitality of our community.

We believe this site represents an exceptional opportunity to advance several key priorities outlined in the City of Fargo's 2030 Plan, particularly those focused on enhancing quality of life, fostering innovation, creating a destination for families, and strengthening Fargo as a regional hub for economic and community development.

Our vision for a state-of-the-art science museum would feature:

- Hands-on STEMM exhibits and interactive galleries
- Educational programming for students, families, and workforce development
- Community gathering spaces and event venues
- Partnerships with local schools, universities, and industry leaders

This project would serve as a catalyst for community engagement and tourism, contributing to a vibrant, inclusive, and forward-thinking city. It would also support Fargo's goals of attracting and retaining talent by creating a dynamic destination centered on education, innovation, and discovery.

The Fargo-Moorhead Science Museum is prepared to work closely with the City and community stakeholders to ensure the project reflects shared priorities and delivers lasting value. We are committed to a transparent planning process and to developing a financially sustainable and impactful institution that will serve as a regional landmark for generations to come.

We would welcome the opportunity to meet with you and your team to discuss this vision further and explore how we can align our efforts with the City's strategic goals.

Thank you for your consideration,

Sincerely,

Reid Mattson
Board Chair
Fargo-Moorhead Science Museum
1529 University Dr S, Fargo, ND 58103
directors@fmsm.org