

Fargo City Commission Agenda

Monday, July 6, 2026

5:00 PM

Commission Chambers

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, June 22, 2026).

CONSENT AGENDA – APPROVE THE FOLLOWING:

- 1. Applications for Property Tax Exemptions for Improvements Made to Buildings.
- 2. 2nd reading, waive reading and final adoption of an Ordinance Amending Section 1-0305A of Article 1-03 of Chapter 1 of the Fargo Municipal Code Relating to Classification of Ordinance Violations; 1st reading, 6/22/26.
- 3. 2nd reading, waive reading and final adoption of an Ordinance Rezoning Certain Parcels of Land Lying in Lost Creek First Addition to the City of Fargo, Cass County, North Dakota; 1st reading, 6/22/26.
- 4. Transition Services and Mutual Release Agreement with Interstate Parking Company of North Dakota, LLC: Great Plains NP Holdings, LLC: Great Plains Mercantile Holdings, LLC: and DFI Roberts, LLC.
- 5. Memorandum of Understanding and Agreement with Fargo-Moorhead Convention and Visitors Bureau, Inc. Regarding the City of Fargo's Potential Participation in the 2028 Olympic Torch Relay.
- 6. Withdrawal and Termination of Annexation Proceeding.
- 7. Findings of Fact, Conclusions and Order of the Board of City Commissioners of the City of Fargo of 111-113 32nd Avenue North, Fargo, North Dakota 58102.
- 8. Accept the results of the Cass County Canvassing Board for June 9, 2026 Primary election and declare candidates elected.
- 9. Applications for Games of Chance.
- 10. Negative Final Balancing Change Order No. 3 in the amount of -\$15,737.45 for Improvement District No. BR-25-G1.
- 11. Change Order No. 1 in the amount of \$13,880.37 and time extension to Substantial and Final Completion Dates of 7/13/26 and 7/27/26 for Improvement District No. NR-24-C1.

12. Easement (Temporary) with Cass Rural Water Users District for land along the west side of the lagoons for a half mile just north of 52nd Avenue North.
13. Reimbursement to Krueger Construction in the amount of \$29,700.00 for repair and backfill of borrow site at 2699 65th Avenue South.
14. Contract and bond for Improvement District No. UR-26-F1.
15. Items from FAHR Meeting:
 - a. Receive and file Sales Tax Revenue - Accrual Basis.
 - b. Accept donation from the Fargo Police Foundation in the amount of \$11,000.00 for the 2026 Fargo Police Community Picnic and related budget adjustment.
 - c. Grant award amendment from ND Department of Health and Human Services No. G25.354A in the amount of \$159,000.00 and related budget adjustment.
 - d. Authorize the extension of the 2025/2026 Highway Deicing Salt contract with Compass Minerals America Inc for the 2026/2027 snow season at a price of \$126.07.00 per ton (RFP25165).
16. Bid Award and Contract for Boiler Replacement - Fargo Cass Public Health (RFP26194).
17. Bid award and contract for fence installation around east lot of Fargo Police Department Headquarters (PBC26237).
18. Notice of Grant Award from ND Department of Health and Human Services for HIV, HCV Counseling, Testing, and Referral (CFDA #93.940).
19. Notice of Grant Award Amendment from ND Department of Health and Human Services for the Women, Infants and Children Program (CFDA #10.557).
20. Notice of Grant Award from ND Department of Health and Human Services for PHEP - City Readiness Initiative (CFDA #93.069).
21. Notice of Financial Award from the ND Housing Finance Agency for the ND Homeless Grant.
22. Rejection of proposals for the demolition of the dangerous building at 115 6th Avenue North (RFP26210).
23. Contract and bond for Project No. WA2509.
24. Contract and bond for Project No. WA2510.
25. Contract and bond for Project No. WA2513.
26. Resolution approving Plat of GPK Second Addition.
27. Piggyback purchase through Sourcewell Cooperative Purchasing Agreement with Wallwork Truck Center in the amount of \$142,323.00 for one Combination Plow Truck Chassis (PBC26225).
28. Piggyback purchase through Sourcewell Cooperative Purchasing agreement with Bert's Truck Equipment for the purchase of one combination plow truck body (PBC26235).
29. Bills.

REGULAR AGENDA:

***Public Input Opportunity* - PUBLIC HEARINGS - 5:05 pm:**

30. PUBLIC HEARING - The Cul-de-Sac of Cottagewood First Addition (3856 and 3870 47th Avenue South); approval recommended by the Planning Commission 6/2/26:
 - a. Plat of The Cul-de-Sac of Cottagewood First Addition.
31. Receive and file an Ordinance Amending Section 3-2011 of Article 3-20 of Chapter 3 of the Fargo Municipal Code Relating to a Sales and Use Tax for Infrastructure Capital Improvements.
32. Recommendation for Commission Liaison assignments.
33. Recommendation for appointment of a Deputy Mayor.
34. Recommendations for appointments to the following Boards:
 - a. Board of Adjustment
 - b. Library Board
35. Liaison Commissioner Assignment Updates.
36. Public Comments: (Fargo residents will be offered 2.5 minutes for comment with a maximum of 30 minutes total for all resident comments. Residents 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.



June 16, 2026

Board of City Commissioners
City Hall
Fargo, ND 58102

Dear Commissioners:

Chapter 57-02.2 of the North Dakota Century Code provides for a property tax exemption for certain types of improvements made to existing buildings.

I have attached a copy of an application for real estate tax exemption of building improvements submitted by Rob and Rena Sailer. A description of the types of improvements to be made are indicated on the application.

It is my opinion that the value of some of the improvements, referred to in the application, qualifies for the exemption. This exemption would be for 5 years.

The estimated annual tax revenue lost by granting the exemption, based upon the estimated cost of the improvements, would be about \$266 with the City of Fargo's share being \$45.

Sincerely,

A handwritten signature in black ink, appearing to read "Mike Splonskowski".

Mike Splonskowski
City Assessor

nlb
attachment

**Application For Property Tax Exemption For Improvements
To Commercial And Residential Buildings**

N.D.C.C. ch. 57-02.2

(File with the city assessor or county director of tax equalization)

Property Identification

1. Legal description of the property for which exemption is claimed _____
2. Address of Property _____
3. Parcel Number _____
4. Name of Property Owner Rob and Rena Sailer Phone No. _____
5. Mailing Address of Property Owner _____

Description Of Improvements For Exemption

6. Describe type of renovating, remodeling, alteration or addition made to the building for which exemption is claimed (attach additional sheets if necessary). roof replacement
kitchen remodel sidewalk paved driveway
7. Building permit No. 2312-0459 8. Year built (residential property) 1900
9. Date of commencement of making the improvements 12/2023
10. Estimated market value of property before the improvements \$ 161,900
11. Cost of making the improvement (all labor, material and overhead) \$ _____
12. Estimated market value of property after the improvements \$ 181,800

Applicant's Certification And Signature

13. I certify that the information contained in this application is correct to the best of my knowledge.
Applicant [Signature] Date 7/5/25

Assessor's Determination And Signature

14. The assessor/county director of tax equalization finds that the improvements described in this application do ☒ do not ☐ meet the qualifications for exemption for the following reason(s): _____
Assessor/Director of Tax Equalization [Signature] Date 6-29-2024

Action Of Governing Body

15. Action taken on this application by the governing board of the county or city: Approved ☐ Denied ☐
Approval is subject to the following conditions: _____
Exemption is allowed for years 20____, 20____, 20____, 20____, 20____.
Chairperson _____ Date _____



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

June 18, 2026

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

**RE: Amending Section 1-0305 Relating to the Classification of Ordinance Violations –
Dangerous Building Violations**

Dear Commissioners,

Enclosed for your review and consideration is an ordinance amending Section 1-0305(A)(1) relating to the classification of ordinance violations.

Article 21-04 of the Fargo Municipal Code, which governs dangerous buildings, currently classifies violations as misdemeanors under Section 21-0406. However, Article 21-04 is not currently included among the misdemeanor classifications listed in Section 1-0305(A)(1).

The amendment is merely a “clean up” measure intended to eliminate an inconsistency within the code and ensure that the general classification provisions accurately reflect the existing penalty provisions applicable to dangerous building violations. The amendment is clarifying in nature and does not create a new offense or increase any existing penalties.

Please feel free to contact 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 Section 1-0305(A)(1) of Article 1-03 of Chapter 1 of the Fargo Municipal Code relating to the classification of ordinance violations.

Sincerely,

Alissa R. Farol Czapiewski
Assistant City Attorney

Enclosure

cc: Shawn Ouradnik, Inspections Director
Chief Travis Stefonowicz, Fargo Police Department

OFFICE OF THE CITY ATTORNEY
FARGO, NORTH DAKOTA

ORDINANCE NO. _____

AN ORDINANCE AMENDING SECTION 1-0305A, OF ARTICLE 1-03,
OF CHAPTER 1, OF THE FARGO MUNICIPAL CODE
RELATING TO CLASSIFICATION OF ORDINANCE VIOLATIONS

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

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

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

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

NOW, THEREFORE,

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

Section 1. Amendment.

Section 1-0305A, of Article 1-03, of Chapter 1, of the Fargo Municipal Code, is amended
as follows:

1-0305A. - Classification of ordinance violations.

A. Violations of the following ordinances are Class B misdemeanors, subject to
punishment as provided in this article:

1. Section 1-0306(D) (failure to appear or post bond on a non-criminal, non-
traffic offense), section 8-0305(A)(2) (fictitious registration), section 8-0305(A)(3)

OFFICE OF THE CITY ATTORNEY
FARGO, NORTH DAKOTA

ORDINANCE NO. _____

(lending registration plates), section 8-0308 (reproducing operator's or driver's license or permit), section 8-0309 (driving under suspension), section 8-0310 (driving under the influence), section 8-0314 (reckless driving), section 8-0320(D) (failure to deliver plates) section 8-0803 (accidents involving damage to vehicle), section 8-0804 (duty to give information and render aid), section 8-0805 (duty upon striking fixture or other property), section 8-0809 (false reports), section 10-0104 (curfew), section 10-0201 (indecent exposure), section 10-0301 (disorderly conduct), section 10-0317 (resisting police officer), section 10-0319 (incendiary devices), section 10-0320 (registration in schools), section 10-0321 (criminal mischief), section 10-0321.1 (criminal mischief-hate crime), section 10-0322 (harassment), section 10-0322.1 (harassment-hate crime), section 10-0323 (simple assault), section 10-0323.1 (simple assault-hate crime), section 10-0324 (aiding and abetting), section 10-0601 (shoplifting), section 10-0602 (theft), section 10-0702 (order to disperse), section 10-0703 (tenant/owner cooperation required), section 10-1202(2) ($\geq \frac{1}{2}$ oz. marijuana) and 10-1202(3) (under 21 in possession of marijuana), section 12-0117(C) and 12-0117(G) (potentially dangerous and dangerous dogs), section 13-0511 (removal of wastes), section 13-0513 (fee/permit for hauling waste), section 13-0529 (misuse of compost sites), article 13-13 (drug lab cleanup), article 13-18 (massage therapy establishments), chapter 17 (sewers and sewerage), article 18-09 (excavation code), article 21-04 (dangerous buildings), section 25-0412 (unlicensed taxicab or vehicle for hire), section 25-1509(A) (selling alcoholic beverage to minor), section 25-1518(C) (minor misrepresenting age), and section 25-1518(D) (delivery of alcoholic beverage to minor), article 25-33 (tattoos, body art and body piercing), article 25-36 (tanning facilities), article 25-38 (commercial pedal car vehicles).

ORDINANCE NO. _____

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

Attest:

First Reading:
Second Reading
Final Passage:

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) 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.

OFFICE OF THE CITY ATTORNEY
FARGO, NORTH DAKOTA

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 Thirty-two (32), Block Seven (7); Lots One (1) through Thirty-two (32), 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.

OFFICE OF THE CITY ATTORNEY
FARGO, NORTH DAKOTA

ORDINANCE NO. _____

- 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.

Joshua Boschee, Mayor

(SEAL)

Attest:

Angie Bear, Deputy Auditor
on behalf of City Auditor

First Reading:
Second Reading:
Final Passage:



**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

July 2, 2026

Fargo City Commission
225 Fourth Street North
Fargo, ND 58102

Re: Transition Services and Mutual Release Agreement

Dear Commissioners:

Pursuant to the direction previously provided by the City Commission, staff negotiated the enclosed Transition Services and Mutual Release Agreement among the City of Fargo, Interstate Parking Company of North Dakota, LLC ("Interstate"), and the developer entities associated with the Mercantile, NP Avenue, and Roberts Commons parking facilities.

Until May 31, 2026, Interstate managed the City's parking operations. Effective June 1, 2026, the City transitioned parking management services to PCI Municipal Services. Since that time, Interstate has been working cooperatively with City staff and PCI Municipal Services to facilitate the transfer of parking operations. The agreement formalizes Interstate's continued transition assistance and operational support during June and July 2026 and provides compensation of \$47,713.67 for such services.

The agreement also contains mutual waivers and releases intended to resolve and avoid any actual or potential disputes relating to the transition of parking operations, notice requirements, operational responsibilities, and related matters.

SUGGESTED MOTION:

I move to approve the enclosed Transition Services and Mutual Release Agreement.

Sincerely,

Ian R. McLean
City Attorney

TRANSITION SERVICES AND MUTUAL RELEASE AGREEMENT

This Transition Services and Mutual Release Agreement (“Agreement”) is entered into by and among the City of Fargo, North Dakota, a North Dakota municipal corporation (“City”); Interstate Parking Company of North Dakota, LLC, a North Dakota limited liability company (“Interstate”); Great Plains NP Holdings, LLC, a North Dakota limited liability company (“GPNP”); Great Plains Mercantile Holdings, LLC, a North Dakota limited liability company (“GPMH”); and DFI Roberts, LLC, a North Dakota limited liability company (“Roberts” and with GPNP and GPMH – the “Developer Parties”) (collectively, the “Parties”).

RECITALS

WHEREAS, the City and Interstate are parties to that certain Parking Management Agreement, together with the amendments thereto (collectively, the “Parking Management Agreement” – which is attached as Exhibit A to this Agreement);

WHEREAS, the Parking Management Agreement relates to management and operation of certain parking facilities owned by, operated by, or associated with the City, including facilities commonly referred to as the Mercantile, NP Avenue, and Roberts Commons/ROCO parking ramps/facilities;

WHEREAS, the City is transitioning parking management operations to a successor parking operator on June 1, 2026;

WHEREAS, the Parties desire to facilitate a smooth, orderly, cooperative, and uninterrupted transition of parking operations and related services ;

WHEREAS, in connection with such transition, the Parties anticipate that Interstate will provide transition assistance and related operational support during June and July 2026 to assist with continuity of parking operations and services;

WHEREAS, the Parties further desire to resolve and avoid any actual or potential disputes, claims, or issues relating to parking operations, transition services, notice provisions, termination provisions, operational responsibilities, or related matters; and

WHEREAS, the Parties therefore desire to enter into this Agreement to establish transition responsibilities, provide for payment for transition services, waive certain notice-related issues, and provide mutual releases as set forth herein.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the Parties agree as follows:

1. **Payment.** In consideration of Interstate’s transition services and operational cooperation, the City shall pay Interstate the total sum of Forty-Seven Thousand Seven Hundred Thirteen Dollars and Sixty-Seven Cents (\$47,713.67). Fifty percent (50%) of the payment

shall be made within seven (7) days after full execution of this Agreement. The remaining fifty percent (50%) shall be paid on or after July 31, 2026, provided Interstate has reasonably cooperated with the transition efforts contemplated by this Agreement. Such payment shall constitute full and final payment and satisfaction of any amounts allegedly owed relating to the Parking Management Agreement, any parking operating or parking management agreement or arrangement between Interstate and any Developer Party, transition services, and the matters addressed in this Agreement.

2. **Transition Services.** Interstate agrees to reasonably cooperate with the City and the City's successor parking operator during June and July 2026 to facilitate a smooth and uninterrupted transition of parking operations and related services. Such cooperation shall include responding to reasonable requests relating to parking operations, operational transition matters, records, accounts, access, equipment, software, and related operational information reasonably necessary for continued parking operations. The Parties acknowledge that the purpose of this Section is to facilitate continuity of parking operations and minimize operational disruption during the transition period.
3. **Waiver of Notice and Related Claims.** The Parties waive and release any claim, objection, default, cure right, remedy, or alleged breach arising out of or relating to the timing, manner, sufficiency, or absence of any notice concerning the transition of parking management services, replacement of parking operator, expiration or conclusion of services under the Parking Management Agreement, or related operational changes, including any claim, demand, cause of action, liability, damage, loss, compensation, early termination payment, lost profit, lost management fee, cure right, opportunity to cure, default, breach, remedy, or other right arising out of or relating to the transition, replacement, expiration, termination, wind-down, conclusion, or transfer of parking management services under the Parking Management Agreement. Without limiting the foregoing, Interstate specifically waives and releases any claim, objection, default, cure right, remedy, or alleged breach against any Developer Party arising out of or relating to the timing, manner, sufficiency, or absence of notice, consent, approval, cure opportunity, or similar procedural requirement under any agreement, arrangement, or understanding between Interstate and any Developer Party relating to parking operations, parking management services, or the parking facilities subject to this Agreement, including any claim arising out of or relating to the transition, replacement, expiration, termination, wind-down, conclusion, or transfer of parking management services relating to such facilities. The Parties acknowledge and agree that the purpose of this Section is to fully resolve any dispute, claim, or potential claim between the parties relating to the transition of parking management services, the replacement of Interstate as parking operator, the expiration or termination of services under the Parking Management Agreement, and any alleged rights, remedies, damages, compensation, or obligations arising therefrom.

4. **No Admission of Liability.** The Parties acknowledge and agree that this Agreement is entered into solely for the purpose of facilitating a smooth transition of parking operations and resolving potential issues relating to such transition. Nothing contained in this Agreement shall be construed as an admission of liability, fault, breach, wrongdoing, or contractual violation by any Party.
5. **Superseding Effect.** This Agreement supersedes any inconsistent provision contained in the Parking Management Agreement and any amendment thereto, as well as any inconsistent provision contained in any agreement or arrangement between Interstate and any Developer Party relating to parking management services or parking operations for the parking facilities subject to this Agreement, solely with respect to the transition of parking management services contemplated herein.
6. **Authority.** Each person executing this Agreement represents and warrants that he or she has full authority to execute this Agreement on behalf of the Party for whom he or she is signing and to bind such Party to the terms of this Agreement.
7. **Entire Agreement.** This Agreement constitutes the entire agreement among the Parties relating to the subject matter addressed herein and supersedes all prior negotiations, discussions, and understandings relating thereto. This Agreement may be amended only by a written instrument executed by the Parties.
8. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of North Dakota. Any action arising out of or relating to this Agreement shall be brought exclusively in the state district court located in Cass County, North Dakota.
9. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. Signatures transmitted electronically or by PDF shall be deemed original signatures for all purposes.
10. **Effective Date.** This Agreement shall become effective upon execution by all Parties (“Effective Date”).

(Signature Pages to Follow)

Dated this _____ day of _____, 2026.

CITY OF FARGO, NORTH DAKOTA,
a North Dakota municipal corporation

By: _____
Joshua Boschec, Mayor

ATTEST:

Angie Bear, Deputy City Auditor

Dated this _____ day of _____, 2026.

**INTERSTATE PARKING COMPANY
OF NORTH DAKOTA, LLC**

a North Dakota limited liability company

By: _____

Name: _____

Its: _____

Dated this _____ day of _____, 2026.

GREAT PLAINS NP HOLDINGS, LLC

a North Dakota limited liability company

By: _____

Name: _____

Its: _____

Dated this _____ day of _____, 2026.

**GREAT PLAINS MERCANTILE
HOLDINGS, LLC**

a North Dakota limited liability company

By: _____

Name: _____

Its: _____

Dated this _____ day of _____, 2026.

DFI ROBERTS, LLC

a North Dakota limited liability company

By: _____

Name: _____

Its: _____



CITY ATTORNEY
Ian R. McLean

**OFFICE OF THE
CITY ATTORNEY**

SERKLAND LAW FIRM

10 Roberts Street North

Fargo, ND 58102

Phone: 701.232.8957 | Fax: 701.237.4049

ASSISTANT CITY ATTORNEYS

Nancy J. Morris ▪ Alissa R. Farol Czapiewski

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

July 2, 2026

Fargo City Commission
225 Fourth Street North
Fargo, ND 58102

**Re: LA28 Olympic Torch Relay Host City Agreement for Potential Selection and
corresponding MOU with Fargo-Moorhead Visitors and Convention Bureau**

Dear Commissioners:

The Los Angeles Organizing Committee for the Olympic and Paralympic Games 2028 ("LA28") approached and solicited both the City and the Fargo-Moorhead Convention & Visitors Bureau ("CVB") regarding the City's potential participation in the 2028 Olympic Torch Relay. As part of LA28's evaluation process, LA28 requested execution of the enclosed Torch Relay Agreement as the next step in its evaluation of Fargo as a potential host community.

Approval of the enclosed agreement does not mean Fargo has been selected to host a Torch Relay event. Rather, execution of the agreement is a prerequisite for LA28 to continue considering Fargo as a potential host community. LA28 has advised that final host community selections are expected to occur in 2027. If Fargo is not selected, the agreement will have no further practical effect.

If the City is ultimately selected, however, the agreement will become effective and will establish the City's responsibilities for planning and supporting the Torch Relay within the community. Those responsibilities include coordinating with LA28, establishing a local Community Task Force, providing governmental services customarily associated with a major public event—including public safety, traffic management, sanitation, , and other municipal services—and assisting with planning and operational coordination necessary for the event.

In anticipation of the City's potential selection, City staff have worked closely with the CVB since they were first approached regarding the opportunity. Together, the parties have developed a separate Memorandum of Understanding allocating responsibilities in a manner that allows the City to focus on its core governmental functions while leveraging the CVB's expertise in marketing, event planning, community engagement, and hospitality. Under the proposed MOU, the City would be responsible for governmental functions associated with the event, while the CVB would lead fundraising efforts, coordinate community planning, marketing, hospitality, and volunteer recruitment, and provide financial support to cover event costs to the extent fundraising efforts are insufficient. The MOU reflects a collaborative partnership designed to minimize the City's financial exposure while also ensuring the event is supported by an organization positioned to coordinate its successful execution.

SUGGESTED MOTION:

I move to approve the enclosed LA28 Torch Relay Agreement and the corresponding Memorandum of Understanding with the Fargo-Moorhead Convention & Visitors Bureau.

Sincerely,

A handwritten signature in blue ink, appearing to read "Ian McLean", with a long, sweeping horizontal stroke extending to the right.

Ian R. McLean
City Attorney



TORCH RELAY

Invitation Letter & Agreement



South Park Center
1150 S Olive St. Suite 700
Los Angeles, CA 90015

April 23, 2026

Tim Mahoney
Mayor - City of Fargo
225 4th Street North
Fargo, ND 58102

RE: Olympic Torch Relay

Dear Mayor Mahoney,

The Los Angeles Organizing Committee for the Olympic and Paralympic Games 2028 (LA28) greatly appreciates your interest in hosting the Olympic Torch Relay in Fargo North Dakota as part of the 2028 Olympic Games. For the first time in history the Olympic Flame will make its way across all fifty states, showcasing the cultural and civic diversity that makes our nation unique, before arriving in Los Angeles at the Opening Ceremony on July 14, 2028.

Few traditions reflect the spirit and heritage of the Olympic Games as profoundly as the Flame's journey. Starting from Olympia, Greece, the Torch Relay will be planned in close collaboration between LA28 and each participating city. While LA28 will lead the overall delivery of the Relay, its success will rely on key support services from the City of Fargo to ensure a safe and seamless passage through your community. Enclosed is the Torch Relay Agreement, which outlines the primary areas where LA28 will need the City's partnership to deliver this historic event.

It is critical that the route and the City of Fargo's involvement remain strictly confidential until LA28 issues the official public announcement. Upon receipt of the executed Torch Relay Agreement, LA28 will provide additional information to support the City of Fargo prior to the public announcement of its participation in the Relay.

The 2028 Olympic Torch Relay will create a meaningful legacy in your city and offer your community a unique opportunity to participate in the 2028 Games. This year, I had the incredible and unforgettable honor of participating in the Milano-Cortina 2026 Winter Olympic Torch Relay. The torch is a powerful global symbol of unity across nations, and we have an opportunity to make history as we carry that same spirit and energy across our country. Together, we will ensure the 2028 Olympic & Paralympic Games reflect the heart and soul of America. We hope that the City of Fargo will join us in this momentous event, and we look forward to working alongside you to shine a global spotlight on your community.

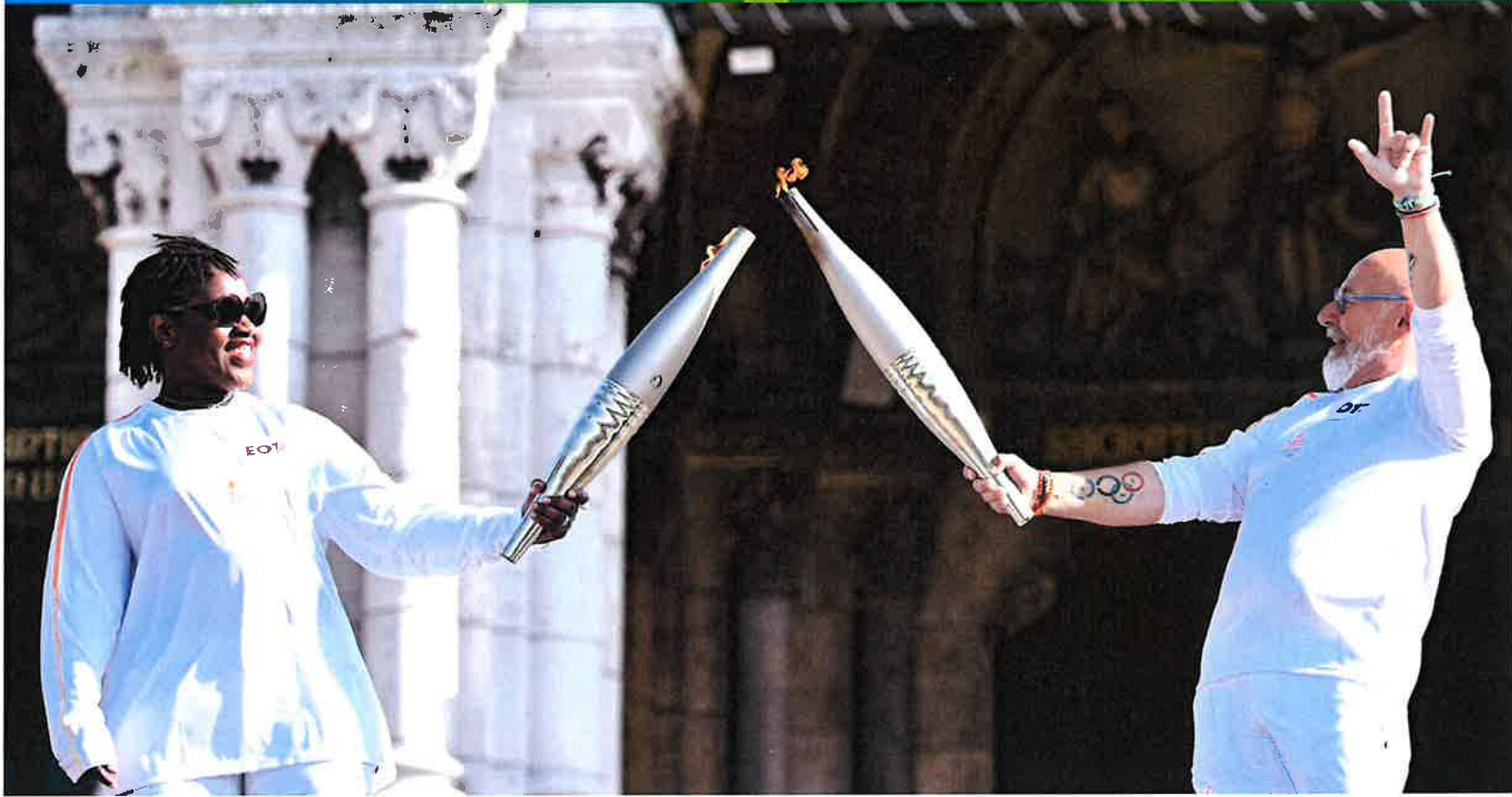
Sincerely,

A handwritten signature in cursive script that reads 'Reynold N. Hoover'.

Chief Executive Officer
Los Angeles Organizing Committee for the Olympic and Paralympic Games 2028

Enclosures: Torch Relay Agreement

CONFIDENTIAL



TORCH RELAY AGREEMENT

This Torch Relay Agreement (the "Agreement") is entered as of the date of the last signature set forth below between the Los Angeles Organizing Committee for the Olympic Games 2028 ("LA28") and the City of Fargo ("City"). Collectively, these entities shall be known herein as the "Parties" or individually as a "Party." Capitalized terms used in this Agreement have the meanings set forth in Addendum C ("Definitions").

I. REQUIREMENTS

1. Roles of the Parties.

1.1 LA28's Role. LA28 has the overall responsibility for staging the Relay within the City Jurisdiction with the principal objectives of: (i) showcasing the City, community, and surrounding region whenever possible, and (ii) promoting the Games and the Olympic Movement.

1.2 City's Role. The City agrees to provide planning, advisory and operational support services, without any charge to LA28 or Associated Parties, that include, but is not limited to: (i) assisting LA28 with the staging of the Relay and associated events (including, as applicable, Cauldron Lighting or Celebration events) within the City Jurisdiction; and (ii) ensuring that no other major events are staged in the City Jurisdiction on the day of the Relay. The City's rights and responsibilities in relation to the Relay within the City Jurisdiction are as set forth in this Agreement. The City will carry out such responsibilities as are applicable to the City and will, through its membership and representation on the Community Task Force, cause the Community Task Force to carry out such responsibilities as are assigned to the Community Task Force.

The City acknowledges that, LA28 possesses the exclusive right in connection with the Relay to make sponsorship, marketing, merchandising and concessionaire arrangements.



The City hereby appoints the following individuals to act as the principal and secondary points of contact and liaisons between LA28, on the one hand, and the City and Community Task Force, on the other:

City's Primary Contact:

Name: Timothy Mahoney
 Title: Mayor of Fargo
 Address: 225 4th Street North
 Telephone: 7012411310
 E-mail: tmahoney@fargond.gov

City's Secondary Contact:

Name: Scott Anderson
 Title: Communications Director
 Address: 225 4th Street North
 Telephone: 7015158288
 E-mail: ScottDAnderson@fargond.gov

1.3 Community Task Force Establishment and Management. In coordination with LA28, the City shall establish a Community Task Force, composed of City's relevant stakeholders. The Community Task Force plans and coordinates all aspects of the City's participation in the Relay and assists and advises LA28 on other Relay aspects. The City shall appoint a law enforcement representative to serve as part of the Community Task Force to ensure the integration of Relay requirements into public safety planning.

1.4 Community Planning Guide. LA28 shall provide the City with the CPG, which is hereby referenced and incorporated herein. The CPG shall serve as a guide to the City and Community Task Force in the planning process as the City plans and executes its responsibilities related to the Relay and any associated events within the City Jurisdiction. The CPG will include recommended best practices for operations, including environmental sustainability efforts. Taking into account the protection of Confidential Information, City agrees to distribute copies of the CPG to appropriate members of the Community Task Force and other City persons responsible for the Relay (and any associated events) that are necessary in order to allow City to meet its obligations under this Agreement. The City agrees that LA28 may from time to time provide the City with an updated and/or amended version the CPG, whereupon the City will treat such updated and/or amended version as the CPG for all purposes of this Agreement.

1.5 Status Reports. At LA28's request from time to time, the City shall provide LA28 with status reports regarding the performance of the City's obligations pursuant to this Agreement, and of the City's activities in connection with the Relay generally, at such intervals as LA28 may reasonably request.

2. Taxes and Permits. Except for sales tax or business tax, in the event any tax, permit, license, variance, easement, fee, and/or other requisite permissions as may be required in connection with the staging and broadcast of the Relay and/or any associated events within the City Jurisdiction, City agrees to either: (i) waive all such tax,



licenses, permits, and/or fees, etc.; or (ii) issue all such permits, licenses, or permissions (without regard for differences in local terminology) without the need for LA28 or the relevant Associated Parties to lodge any further application with the City and at no cost to LA28 or the relevant Associated Parties.

3. City Torchbearer Selection.

3.1 The City and Community Task Force shall have the right to select torchbearers to carry the Olympic Flame in the City. The number of torchbearers City may select shall be determined by LA28 in its sole discretion and provided to the City as part of the CPG. Torchbearers must be selected based on LA28 criteria and shall be subject to a security background check. Torchbearer slots are merit-based and cannot be sold, exchanged for donations or value of any kind, or given away as a prize. LA28 will provide guidance on the process and timelines for selecting City torchbearers in the CPG. Elected officials and/or political candidates will not be eligible for torchbearer selection.

4. Relay Route.

4.1 The Relay route within the City Jurisdiction is a collaborative partnership between LA28 and the City. LA28 will work with the City and Community Task Force to identify priority locations to be included in the Relay route within the City Jurisdiction (subject to timing, security, financial and logistical limitations). The Parties shall mutually agree upon and document the Relay route within the City Jurisdiction.

4.2 For any city in which no Cauldron Lighting or Celebration event takes place within the City Jurisdiction, the City shall have the right to request a brief stop at a strategic location (with local cultural, historic, or community significance) on the Relay route within the City Jurisdiction where the City intends to conduct a brief Photo Moment, which shall comply with all terms and conditions of this Agreement. LA28 will provide criteria to support the selection and use of the location.

5. City Facilities. The operation of the Relay may require the use of City venues or facilities, such as City buildings, museums, schools, sports and community centers, etc. These may be used as locations for photography/filming opportunities, break locations during the Relay, parking locations for Relay vehicles or as meeting points for torchbearers. LA28 and the City will review the route and jointly determine the appropriate locations that may be used for the Relay operation. The City will provide the facility(ies) and appropriate personnel it controls to manage the facility(ies) free of charge to LA28. The City shall also provide reasonable assistance and support to LA28 to locate and secure non-City controlled facilities that may be necessary to support the Relay within the City Jurisdiction.

6. City Services. Taking into account requisite criteria provided by LA28, the City shall: (i) develop a formal plan for each of the following services sufficient to accommodate an event of similar scope and magnitude; and (ii) implement such services according to such plans, as necessary to support the Relay and associated events (including, as applicable, Cauldron Lighting or Celebration events) within the City Jurisdiction:

6.1 Medical Services. The City shall provide emergency medical services to members of the public and Relay participants, considering spectators along the Route of the Relay, torchbearers, Relay staff, and attendees of the Cauldron Lighting/Celebration (to the extent applicable).

6.2 Sanitation and Waste Management Services. The City shall provide sanitation and waste management services for the Relay and any associated events within the City Jurisdiction.

6.3 Traffic Management. The City shall implement, as appropriate, road closures, traffic control system management, barricades, parking suspension, public transit changes, and towing, among any other necessary transit-related measures, to ensure the continuous, safe, and secure movement of the Relay convoy through the City Jurisdiction and the execution of any Relay associated events.

7. Public Safety and Security. The City, through both City and law enforcement agencies under its jurisdiction, shall:

- (1) assist LA28 in the development of the Relay route to account for local safety and security considerations;



- (2) cooperate with LA28 to implement Relay security standards and participate in any local, federal, state, or LA28 security working group(s) established for the purpose of setting Relay security standards and developing Relay plans;
- (3) integrate with, cooperate with, and assist other non-City public safety agencies, (e.g., federal and state police, highway patrol, etc.) into local Relay security planning;
- (4) liaise with the LA28 Relay security function on any known or perceived security threats to the Relay and participate in Relay intelligence gathering and risk assessment activities;
- (5) provide resources to ensure an agreed upon level of safety and security for spectators, the Relay convoy, and all Relay personnel;
- (6) plan for and provide a law enforcement response capability in the event of any security incidents;
- (7) provide law enforcement and other personnel for crowd control along the Relay route within the City Jurisdiction and at any associated event sites; and
- (8) provide appropriate resources to facilitate the passage of the Relay convoy through the City Jurisdiction and implement measures to provide for the smooth movement of the Relay convoy on entry to and exit from the City Jurisdiction.

8. Ambush Marketing. City shall not enter into any sponsorship, marketing, merchandising or concessionaire, promotional or other commercial arrangements directly in connection with the Relay without prior written authorization of LA28 or the IOC.

8.1 Furthermore, City agrees to make reasonable efforts, as permitted by applicable law:

- (1) to cooperate with LA28 and the IOC to prevent Ambush Marketing, including promptly notifying LA28 of any actual or suspected Ambush Marketing activities (and to assist LA28 and the IOC to effectuate prompt take-down of Ambush Marketing activities);
- (2) to work to ensure that, to the extent permitted by law, the Relay route and the Relay event sites (including the Cauldron Lighting/Celebration site) are free of advertising or promotional material not otherwise approved by LA28 or the IOC (and to assist LA28 in selecting alternative routes/sites as appropriate to avoid proximity to such unsanctioned advertising/promotion in the event requested by LA28);
- (3) to ensure that all facilities and equipment (e.g., barriers, tents, chairs, umbrellas, portable restrooms, concessionaire tents or vans, clothing of featured speakers and entertainers, etc.) provided by or for the City and used along the Relay Route or at Relay event sites (including the Cauldron Lighting/Celebration site), are free of all branding, advertising or other commercial messages;
- (4) to implement adequate resources to prevent/cure/remedy, to the extent permitted by law, any Ambush Marketing activities, including the distribution of non-authorized product samples, premiums, promotional literature and other commercial materials in and adjacent to the Relay Route; and
- (5) to not issue permits for street vending from locations along the Relay Route or at Relay event sites, except as agreed by LA28.

9. Relay Marketing and Promotion.

9.1 Marketing and Promotion. The City agrees to support the promotion of the Relay in order to ensure its success and its positive impact on the City, including by doing the following things, all with LA28's prior approval and coordination:

- (1) plan and conduct Relay media events (e.g., milestone events and press conferences) and support LA28-coordinated Relay announcements;
- (2) plan and implement a marketing and promotion plan for the Relay, including local advertising and community-based promotion with community-based organizations; and
- (3) abide by applicable LA28 and IOC brand guidelines provided by LA28 and promptly comply with LA28 and/or IOC requests to remove, modify, correct, or otherwise amend any promotional or marketing materials issued by the City as needed.



9.2 Restricted Publicity and Marketing Rights. Except as expressly stated otherwise in this Agreement (in particular pursuant to Section 9.1 (Marketing and Promotion)) or in the CPG (in particular pursuant to the marketing and brand guidelines):

- (1) the City shall not publicly disclose its relationship with LA28 and/or the IOC for promotional purposes or otherwise, to create an association, express or implied, with the International Olympic Committee, the Games or the Olympic Movement without the express prior written consent of LA28; and
- (2) the City undertakes not to use “LA28”, “Los Angeles 2028”, Relay IP, LA28 Marks, Games logo or mascot of the 2028 Olympic Summer Games or any other LA28 identification or trademark, Olympic and Paralympic Marks, or any Olympic Properties as a reference or means of promotion or publicity, without the express prior written consent of LA28 and/or the IOC and/or the IPC.

10. City Use of Relay IP.

10.1 License. LA28 hereby grants to the City a non-exclusive, non-transferable, royalty-free, limited license (the “License”) to use the Relay IP for non-commercial purposes subject to the terms and conditions described in this Agreement and the CPG. All rights, opportunities and approvals not expressly granted to the City by this Agreement and/or the CPG are reserved by LA28. The License will be in effect for a limited term commencing upon execution of this Agreement and terminating upon the conclusion of the Relay within the City Jurisdiction, unless LA28 (in its discretion) terminates or modifies the license term by notifying the City in writing (email to suffice). The City may use the Relay IP:

- (1) only while the License is in effect;
- (2) only within the United States of America;
- (3) only in connection with the Relay and any associated Relay activities within the City Jurisdiction (the “Use”);
- (4) only in accordance with LA28’s specifications, directions, and standards as stipulated by LA28 (including specifications, directions and standards specified in the CPG) to the City, as updated by LA28 in its sole discretion from time to time;
- (5) in such manner so as to ensure that no association whatsoever, other than as strictly contemplated by the Use, is created between the Relay IP, LA28, the Games, the 2028 Paralympic Games, Team USA, Olympic Properties and/or the Olympic and Paralympic Movement, on the one hand, and any other entity, commercial or otherwise, on the other hand, without express written approval in advance (and in each instance) from an authorized representative of LA28 and/or USOPP, the IOC and/or the IPC (as applicable).
- (6) in no way that utilizes the Relay IP or association to the Games with the intent to drive or derive revenue or fundraise;
- (7) in no way that promotes activities not directly related to the Relay;
- (8) only by the City’s principal administrative office (i.e., Mayor’s office or equivalent). The Relay IP shall not be inherited and/or used by other individual city departments/agencies, individual elected officials, or used on City materials (including, but not limited to, letterheads, emails signature blocks, business cards, professional/official titles, etc.), unless explicitly permitted by LA28;
- (9) in no way that associates the Relay IP or the Games with any political purpose or issue or in connection with elections;

11. LA28 Usage of City IP. The City grants LA28 and/or the IOC and IPC a non-exclusive, royalty-free, worldwide license (with the right to sublicense) to use the City’s name, logos, symbols, emblems, trademarks, service marks, and any images or likenesses of the City (collectively, “City IP”) in any media, whether now known or later developed, in connection with the Relay and any related or associated events, activities, promotions, communications, or



materials. This license includes the right to reproduce, display, distribute, adapt, modify, and create derivative works from the City IP, and to combine the City IP with other content produced or authorized by LA28, the IOC and/or the IPC. The City represents that it has all rights necessary to grant this license.

12. **Marketing and Brand Restrictions.** The exchange of any value for the use of LA28 Marks, the Relay IP, the Olympic and Paralympic Marks and/or Olympic Properties with any entity that is not a Marketing Partner is strictly prohibited. The City further acknowledges and agrees that the City cannot utilize in a commercial manner any of the following protected terms: LA28, LA 2028, Los Angeles 2028, Olympic, Olympiad, Paralympic, Paralympiad, Citius Altius Fortius, Team USA, America Espirito Sport Fraternite. Any funding source (e.g., civic funds, non-profit civic oriented entities, chambers of commerce, private individuals, etc.) utilized by the City in support of its delivery obligations under this Agreement shall comply with all the terms and conditions of this Agreement, the CPG, and the LA28 and IOC brand guidelines. For exemplary purposes, a non-exhaustive list of LA28 Marks and Olympic and Paralympic Marks are attached hereto as Addendum D.

13. **Other Events.** The City hereby confirms and undertakes, to the maximum extent of its authority, that no major public or private event, conference, or other meeting which could have an impact on the successful planning, organizing, financing and staging of the Relay (and any associated events) or its public and media exposure, will take place within the City Jurisdiction on the day the Relay is present within the City Jurisdiction, without the prior written approval of LA28.

14. **Cooperation and Consultation.** The parties hereby acknowledge that the successful staging of the Relay (and Cauldron Lighting/Celebration to the extent applicable) within the City Jurisdiction shall require cooperation and consultation between them at all times and that each Party shall make every effort to keep the other fully informed as to the progress of its plans, any particular difficulties encountered by a Party, any changes in plans, and without restricting the foregoing, any information which might affect the obligations of the other Party. However, City agrees that because LA28 has the overall responsibility for staging the Relay, the Cauldron Lighting/Celebration and all other aspects of the Relay within the City Jurisdiction are subject to the review and approval of LA28.

15. **Special Requests.** The City acknowledges that LA28 may from time to time request the City to carry out obligations or provide services which go beyond, or deviate from, the City's obligations and services set out herein. Such a request could result from a variety of circumstances, including circumstances which are unique to the City and which are not reflected in the Agreement (e.g., due to the exigencies of LA28's obligations related to the Relay). The City will use commercially reasonable efforts to carry out any such special requests or provide the services that form the subject of the request(s).

16. **Standard Terms and Conditions.** The Parties agree that the standard terms and conditions set forth in Addendum B ("Standard Terms and Conditions") are hereby incorporated into and made a part of this Agreement as if fully set forth herein.

17. **Cauldron Lighting Terms and Conditions.** The Parties agree that the terms and conditions set forth in Addendum A ("Cauldron Lighting Addendum") are hereby incorporated into and made a part of this Agreement as if fully set forth herein. In the event of any conflict between the terms of this Agreement and Addendum A, the terms of Addendum A shall control unless expressly stated otherwise.

[The remainder of this page has intentionally been left blank; signature pages and addendums follow]



IN WITNESS WHEREOF, the parties have executed and delivered this Agreement as of the date of signature of the Parties:

City of Fargo

By: _____
Tim Mahoney, Mayor - City of Fargo
City of Fargo

Date: _____

LOS ANGELES ORGANIZING COMMITTEE FOR THE OLYMPIC AND PARALYMPIC GAMES 2028 d/b/a LA28

By: _____
John Harper
Chief Operating Officer

Date: _____

ADDENDUM

ADDENDUM A

CAULDRON LIGHTING ADDENDUM

ADDENDUM B

STANDARD TERMS AND CONDITIONS

ADDENDUM C

DEFINITIONS

ADDENDUM D

LA28, OLYMPIC AND PARALYMPIC MARKS





ADDENDUM A

CAULDRON LIGHTING ADDENDUM

1. Cauldron Lighting Site Support Services.

1.1 The Cauldron Lighting event shall be organized and operated by the City with the assistance of LA28. For the Cauldron Lighting, the City agrees, at its cost, to:

- (1) subject to LA28 approval, procure a suitable event site and ensure the site is clean; free of commercial, political, social, and/or religious messaging, advertising, and signage; and in good operating order for the Cauldron Lighting;
- (2) provide all necessary facilities and amenities necessary for the conduct of the event including stage, stage equipment, video screen, barricades, toilet facilities, lighting, security services, etc.;
- (3) provide, at LA28's request, space at the Cauldron Lighting site for the conduct of LA28 activities;
- (4) ensure that all commercial and non-commercial activities proposed for the Cauldron Lighting site are approved by LA28;
- (5) plan and conduct a marketing and promotion campaign for the Cauldron Lighting subject to the terms and conditions of this Agreement, the CPG, and LA28 brand guidelines;
- (6) ensure that the general public are permitted to enter the Cauldron Lighting free of charge;
- (7) ensure there is no commercial messaging by speakers and entertainers other than those approved by LA28;
- (8) provide a level of security and other services as required commensurate with the size, scale, and scope of the event and expected attendance; and
- (9) identify an appropriate individual(s) to greet the flame on behalf of the City.

2. Marketing Partner Cooperation.

2.1 The City shall work with Marketing Partners in good faith to make space at the Cauldron Lighting site available for any Marketing Partner activities associated with the Relay, to the extent reasonably available in light of site, operational, and scheduling considerations.

3. Overnight Logistics.

3.1 The City shall support, at its cost, the overnight stay of the Relay convoy and Relay team by:

- (1) assisting LA28 in identifying appropriate overnight parking area(s) for the Relay vehicles. Where such area(s) is managed by the City, provide such space at no cost to LA28 and, if owned by third parties, assist LA28 in procuring the parking area;
- (2) where feasible, provide LA28 vehicles access to City-owned vehicle wash facilities and electric vehicle charging stations; and
- (3) provide a security presence (onsite law enforcement or regular patrols) as agreed between LA28 and City at Relay hotels, parking sites, or areas with protected assets.



ADDENDUM B

STANDARD TERMS & CONDITIONS

1. Term and Termination.

1.1 Term. The term shall commence upon full execution of this Agreement and terminate upon the full performance by the Parties of all their respective obligations hereunder, subject to any early termination permitted hereunder.

1.2 Termination With or Without Cause. LA28 may, in its sole discretion, terminate this Agreement and/or the Relay through the City Jurisdiction at any time for any or no reason, without any liability to LA28. In the event of such termination, LA28 will use reasonable efforts to coordinate with City and will provide City with written notice of the termination as soon as practicable.

1.3 Termination for Force Majeure. In the event of a Force Majeure Event which renders the Relay impossible within the City Jurisdiction, even with reasonable efforts to overcome such Force Majeure Event, either Party may terminate this Agreement upon written notice to the other Party, without any liability to either Party under this Agreement. For purposes of this Agreement, a "Force Majeure Event" shall mean any event prohibiting or delaying a Party's performance of its obligations under this Agreement (other than any obligation to pay or otherwise provide consideration) arising from or attributable to acts, events, omissions or accidents which are beyond the reasonable control of a Party, not occasioned by or based upon the fault or negligence of such Party, including flood, lightning, storm, fire, explosion, earthquake, subsidence, structural damage, epidemic, pandemic, or other natural physical disaster, war, military operations, riot, crowd disorder, terrorist action, civil commotion (or reasonable threat of any of the foregoing), failure or shortage of power supplies, ransomware attack, interruption of data networks, strike, lock-outs or other industrial action (other than strikes, lock-outs or other industrial action involving only the employees of the affected Party) and any legislation, regulation, ruling or omissions (including failure to grant any necessary permissions) of any relevant government, court or any competent national or international authority.

2. Confidentiality. The City will: (i) keep all Confidential Information in strict confidence and will not, without LA28's prior written consent, disclose any such Confidential Information to any person not expressly authorized by LA28 to review such Confidential Information other than for the performance of the City's obligations under this Agreement; and (ii) if the City is subject to the provisions of the California Public Records Act (Cal. Gov. Code §§ 7920 et seq.), the Freedom of Information Act (5 U.S.C. § 552 et seq.), or any

equivalent legislation of general application in the City Jurisdiction, the City shall promptly notify and consult with LA28 regarding any relevant request received prior to making any disclosure of Confidential Information. In the event that LA28 (at its sole cost) seeks a protective order from a court of competent jurisdiction to restrict disclosure of any Confidential Information, the City shall not oppose such effort. Nothing in this Section (Confidentiality) shall restrict the City in its capacity as a governmental authority, including in connection with any public hearings, meetings, testimony, or written or oral reports necessary for the approval or administration of this Agreement. This Section shall survive for a period of five (5) years from the date of Agreement.

3. Insurance. Subject to each Party's right to self-insure, City agrees to provide LA28 with evidence of insurance as further described in this Section 3 from its insurance carrier(s) naming LA28 and LA28 Associated Parties (defined in Section 3.5 below) as additional insureds. All insurance required hereunder shall be written by reputable insurers accorded a rating by A.M. Best Company, Inc. of Excellent (A) or higher at the time of issuance of any policy pertaining to such insurance, subject to each Party's right to self-insure, and shall be subject to the terms and conditions contained herein.

3.1 During the terms of this Agreement, City and LA28 each agree to maintain an occurrence-based policy of liability insurance as follows:

- a) Commercial General Liability Five Million Dollars (,000,000) per occurrence and in the aggregate, (including bodily injury, property damage, product liability, contractual liability and completed operations coverage).
- b) Automobile Liability Insurance Two Million Dollars (,000,000) combined single limit.
- c) Workers' Compensation as required by law or statute, and Employer's Liability Insurance Two Million Dollars (,000,000) for each employee/each accident/policy limit.
- d) Property coverage to protect against loss of owned or rented equipment and tools brought onto and/or use in connection with the Agreement.
- e) Excess coverage may satisfy the required limits provided coverage is as broad as the primary coverage.

3.2 Proof of Insurance. The City must provide written proof of the insurance coverage specified in Section 4 by no later than December 31, 2026, and thereafter upon the written request of LA28.

3.3 Notice of Cancellation. The City will ensure that all the insurance policies specified herein may not be cancelled



without the insurer giving at least thirty (30) days' prior written notice to LA28.

3.4 **Notification of Claim.** The City agrees to notify LA28 within seven (7) business days of any claim made under any insurance coverage specified herein which relates directly or indirectly to LA28 or the LA28 Associated Parties. LA28 agrees to notify the City within seven (7) business days of receipt of any claim arising or alleged to arise out of the Relay or related Cauldron Lightings/Celebration within the City Jurisdiction.

3.5 All insurance required of the City hereunder shall: (a) provide that the coverage thereunder may not be canceled for reasons other than the nonpayment of premium unless thirty (30) days' written notice thereof is furnished to LA28; (b) be primary and not contributory for coverages affording additional insured coverage as required herein with respect to the City's obligations; (c) include Los Angeles Organizing Committee for the Olympic and Paralympic Games 2028 d/b/a LA28 and its subsidiaries and affiliates, United States Olympic and Paralympic Properties, LLC, United States Olympic and Paralympic Committee, International Olympic Committee, International Paralympic Committee, City of Los Angeles (where not explicitly precluded by law or any applicable City policy), State of California (where not explicitly precluded by law or any applicable City policy), and any other entities required by contract or law to be named as additional insured, in each case as provided in writing by LA28 to City in advance of the Relay (collectively "LA28 Associated Parties") as additional insureds; and (d) contain a waiver of subrogation with respect to each of LA28 and its subsidiaries and affiliates, and the LA28 Associated Parties, where allowed by law. To the extent the City retains any contractor or service provider for production delivery (or similar) services, the City shall ensure that such contractor(s) maintain commercially reasonable insurance policies applicable to the work and/or services with limits in amounts commensurate with the scope and scale of the production delivery services, subject to the terms contained in this Section 3.5, and in all cases, as required by law and subject to LA28's reasonable approval. Certificates of Insurance to LA28 shall be transmitted to coi@la28.org. Certificate Holder: LA28, c/o Finance/Risk, 1150 S. Olive Street, Los Angeles, CA 90015.

3.6 All insurance required of LA28 hereunder shall: (a) provide that the coverage thereunder may not be canceled for reasons other than the nonpayment of premium unless thirty (30) days' written notice thereof is furnished to LA28; (b) be primary and not contributory for coverages affording additional insured coverage as required herein with respect to LA28 obligations; (c) include the City as additional insured, where permitted by law, and (d) contain a waiver of

subrogation with respect to the City where permitted by law. Certificates of Insurance to the City shall be transmitted to:

City to provide instructions for submission of certificate:

Mike Redlinger, Administrator

City of Fargo

Certificate Holder: Mike Redlinger, Administrator

City of Fargo

3.7 **No Further Requirements.** The Parties acknowledge and agree that the insurance requirements applicable to this Agreement are limited solely to those expressly set forth herein. Notwithstanding any provisions of law, regulation, or City policy to the contrary, no additional insurance requirements, coverages, or endorsements shall apply to LA28 unless expressly stated in this Agreement. The City expressly waives any other insurance requirements that it may generally impose or require of third parties, including, without limitation, those customarily required as a condition to the issuance of a permit, license, or other permission (without regard for local differences in terminology) by the City, to the extent such requirements are not expressly included in this Agreement.

4. **Indemnification.** Each Party agrees to defend, indemnify and hold the other (including the indemnified Party's officers, servants, and employees) harmless from all loss or liability for injury or damage, actual or alleged, to persons or property arising out of or resulting from the indemnifying Party's acts or omissions in the performance of this Agreement. City and LA28 agree that the indemnification obligations in this Agreement are a continuing obligation and shall survive termination of this Agreement.

5. **Limited Liability.** None of the Unrelated Parties shall incur any financial responsibility or liability of any kind or nature whatsoever in connection with or arising out of this Agreement or any subsequent agreement between the parties relating to the subject matter hereof and that the sole and exclusive recourse or remedy by City for any cause of action under this Agreement shall be against the assets of LA28 only; without limiting the foregoing, LA28 shall not be deemed to be an agency, instrumentality, joint venture, or agent of any Unrelated Party.

6. **Time of the Essence.** Time is of the essence of this Agreement. The Parties acknowledge that the time set for conducting the Relay cannot be changed (except by LA28). The Parties agree to notify each other as soon as practicable if either becomes aware of any condition that will affect timing of the Relay.

7. Entire Agreement. This Agreement constitutes the entire agreement between the parties hereto with respect to the subject matter hereof and supersedes any prior understandings and agreements between the Parties with respect thereto.

8. Severability. If any provision of this Agreement is determined to be void or unenforceable, in whole or in part, it shall not be deemed to affect or impair the enforceability or validity of any other provision of this Agreement, and any such void or unenforceable provision may be severed from this Agreement without affecting the remainder of the Agreement.

9. Conflicts of Interest. Each Party agrees to use its best efforts to ensure that its directors, officials, officers, employees, volunteers, contractors, advisors, and agents do not engage in any activity nor obtain any interest during the course of this Agreement that is likely to conflict or restrict the Party from performing its responsibilities in an ethical manner. To the extent a conflict of interest does arise, the respective Party shall reasonably alleviate such conflict.

10. Amendments and Waivers. No amendment to this Agreement will be valid or binding unless set forth in writing and duly executed by both Parties hereto, and any such amendment shall be subject to IOC Approval.

11. Subject to IOC Approval. This Agreement and amendments hereto are subject to IOC approval. Each Party agrees to use its reasonable commercial efforts to make any required amendments in a manner so as to obtain the IOC's approval.

12. Notices. Any demand, notice, or other communication to be given in connection with this Agreement, must be in writing and given by personal delivery, registered mail or e-mail addressed:

in the case of LA28, as follows:

Alex Merchan
1150 S. Olive Street, 7th Floor
Los Angeles, CA 90015

Email: alex.merchan@la28.org

With copies to: relay@la28.org and legal@la28.org

and in the case of the City, as follows:

Scott Anderson

Name: _____

225 4th Street North

Address: _____

ScottDAnderson@fargond.gov

Email Address: _____

or to such other address, individual or e-mail as may be designated by notice given by either Party to the other.

13. Assignment. Except to the extent LA28 is required pursuant to a contractual obligation to assign any right or obligation to the IOC or IPC, the Parties may not assign their respective rights and/or obligations under this Agreement without the other Party's prior written consent.

14. Authority of City. The City represents and warrants that: (a) it has and will continue to have all necessary power and authority to enter into this Agreement and to perform its obligations hereunder; (b) the execution of this Agreement by it and the performance by it of its obligations hereunder have been duly authorized by all necessary action(s) and such authorization will continue to be in full force and effect through the term of this Agreement; (c) this Agreement has been duly executed and delivered by the City and is and will continue to be a valid and binding obligation of the City, enforceable against it in accordance with its terms, subject to bankruptcy and similar laws of general application relating to or affecting creditors' rights and to general equity principles; and (d) the execution, delivery and performance of this Agreement will not violate or conflict with any obligation, regulation, statute, or law, or result in breach or violation of any other agreement or instrument to which City is bound.

15. Binding Effect. This Agreement shall be binding on City's successors and permitted assigns and shall inure to the benefit of any successors and assigns of LA28.



B-3



ADDENDUM C

DEFINITIONS

1. Definitions. In this Agreement, unless something in the subject matter or context is inconsistent therewith:
 - 1.1 “Ambush Marketing” means any or all of the following: (1) any non-Games partner/sponsor company’s use of creative means or efforts to generate any false association with the 2028 Games, whether through the use of protected Olympic Properties or not; (2) any non-Games partner/sponsor company’s infringement of any Applicable Law, rule or regulation that protects the use of the Olympic Properties and other Olympic and Paralympic imagery and indicia; and (3) any other action, activity, support, and/or participation in activities that directly or indirectly interferes with, undermines, encroaches, compromises, curtails, infringes or ambushes, the legitimate marketing activities and rights of the 2028 Games sponsors and/or creates a commercial association with the 2028 Games without the authorization of LA28.
 - 1.2 “Associated Parties” means IOC, IOC Affiliates, IPC, USOPC, USOPP, Sponsors, Official Providers, official LA28 licensees, Marketing Partners, ALEM International Management Inc., LA28, LA28 employees, contractors and employees and other LA28 designees.
 - 1.3 “Cauldron Lighting” refers to a community event hosted by the City to celebrate the arrival of the Olympic Flame in the City staged at the end of the day. The event comprises of the arrival of the final torchbearer of the day, who will light a mini cauldron.
 - 1.4 “Celebration” refers to a community festival-like event hosted by the City at the end of the day to celebrate arrival of the Olympic Flame in the City staged at the end of the day. A core component of the celebration is the arrival of the final torchbearer of the day, who will light a mini cauldron.
 - 1.5 “City Jurisdiction” means the local government area under the jurisdiction of the organization constituted as the local governing authority for the City, including City, Municipality, Town, Village, District, County, or such other designation or title as may be applicable.
 - 1.6 “Community Planning Guide” or “CPG” means the Torch Relay Community Planning Guide which will be provided by LA28 to City.
 - 1.7 “Community Task Force” means the group established by the City to plan and coordinate all aspects of the City’s participation in the Relay.
 - 1.8 “Confidential Information” means all information and data disclosed by LA28 to the City which is identified as confidential at the time of disclosure or is reasonably identifiable as confidential, including this Agreement and the CPG (including, for avoidance of doubt, any emblems and graphics within) but excluding information which: (i) was publicly known at the time of disclosure; (ii) became publicly available after disclosure to the City without breach of this Agreement; (iii) was lawfully received by the City on a non-confidential basis from a source other than LA28; (iv) was within the City’s possession prior to being furnished by LA28; or (v) is required to be disclosed by the City pursuant to judicial order or other compulsion of law (including public records or “Sunshine Act” laws), provided that the City will provide to LA28 prompt written notice of such order or requirement and complies with any protective order imposed on such disclosure.
 - 1.9 “Games” means the 2028 Olympic Summer Games and the 2028 Paralympic Summer Games.
 - 1.10 “IOC” means the International Olympic Committee.
 - 1.11 “IOC Affiliates” means the Olympic Foundation for Culture and Heritage, IOC Television & Marketing Services SA, Olympic Channel Services SA, Olympic Channel Services S.L., Olympic Broadcasting Services SA, Olympic Broadcasting Services S.L. and their respective affiliates.
 - 1.12 “IPC” means the International Paralympic Committee.
 - 1.13 “LA28” means the Los Angeles Organizing Committee for the Olympic and Paralympic Games 2028.



1.14 “LA28 Marks” means any present or future trademark, service mark, copyrighted work or other intellectual property, including any logo, sport pictograms and/or mascot of LA28, the USOPP, and the USOPC, including, without limitation, all trademarks, service marks, copyrighted works and other intellectual property of LA28, the USOPP, and the USOPC. For exemplary/demonstrative purposes, a non-exhaustive list of LA28 Marks are attached hereto as Addendum D.

1.15 “Marketing Partners” means those companies and organizations that are recognized by LA28 as associated with the Relay (i.e., Relay Sponsors or Presenting Sponsors). LA28 will provide written notification of Marketing Partners.

1.16 “Relay IP” means the Olympic Torch Relay Emblem and the city designation, as provided by LA28.

1.17 “Official Providers” means those companies and organizations that are recognized by LA28 as helping to fund and operate the Relay and are designated by LA28 as Providers of the Relay. LA28 will provide written notification of Official Providers.

1.18 “Olympic Flame” means the flame ignited in Olympia, Greece and travels through certain cities throughout the world and finally to Los Angeles for the Opening Ceremony of the 2028 Olympic Games.

1.19 “Olympic and Paralympic Marks” means any Olympic- or Paralympic-related symbols, emblems, marks, designations or terminology, including (a) the words “Olympic” and “Olympiad” and “Paralympic”; (b) the symbol of the IOC, consisting of five interlocking rings, and/or (c) the symbol of the IPC, consisting of three Agitos. For exemplary/demonstrative purposes, a non-exhaustive list of Olympic and Paralympic Marks are attached hereto as Addendum D.

1.20 “Olympic Properties” (as defined by the Olympic Charter (as available on the following link: www.olympic.org/documents/olympic-charter) and as periodically updated), including without limitation the Olympic symbol, flame, torches, emblem(s) such as Olympic Games emblems, trademark(s), theme(s), logo(s), mascot(s) and/or other designation(s).

1.21 “Olympic Torch Relay Emblem” means the official emblem for the Relay, as created by LA28 in its sole discretion.

1.22 “Relay Sponsors” means those sponsors that are recognized by LA28 as helping to fund and operate the Relay. LA28 will provide written notification of Relay Sponsors.

1.23 “Relay” means the Los Angeles 2028 Olympic Torch Relay, which commences in Olympia, Greece and travels through certain cities throughout the world and finally to Los Angeles for the Opening Ceremony of the 2028 Olympic Games.

1.24 “TOP Partners” means the group of companies selected by IOC as worldwide Olympic sponsors (within the TOP V Programme as referred to in Article 45(e) of the Host City Contract between the IOC and LA28). TOP Partners are listed on LA28’s official website.

1.25 “Torch(es)” means the hand-held Olympic torch(es) used to transport the Olympic Flame in the Relay.

1.26 “Unrelated Parties” means the City of Los Angeles, the State of California, the IOC, IOC Affiliates, IPC, USOPC, USOPP, or any of their respective representatives.

1.27 “USOPC” means United States Olympic and Paralympic Committee.

1.28 “USOPP” means United States Olympic and Paralympic Properties.

“Photo Moment” refers to the event hosted by the City to celebrate arrival of the Relay in the City. The Photo Moment shall consist of a brief stop of the Relay at a strategic location (with local cultural, historic, or community significance) on the Relay route within the City Jurisdiction.

ADDENDUM D

LA28, OLYMPIC AND PARALYMPIC MARKS

Below is a non-exhaustive list of LA28 Marks and Olympic and Paralympic Marks, included for demonstrative/reference purposes only.

LA28 Marks and Olympic and Paralympic Marks include, but are not limited to, (1) the name, "United States Olympic and Paralympic Committee"; (2) any of the following words: "Olympic," "Olympiad," "Citius Altius Fortius," "Paralympic," "Paralympiad," "Pan-American," "Parapan American," "America Espirito Sport Fraternite", or any combination of those words; (3) "Los Angeles 2028"; (4) "LA28"; (5) "TEAM USA"; (6) "OLYMPIAN"; (7) "MILANO CORTINA 2026"; (8) "ROAD TO LA"; (9) "GO FOR THE GOLD".

LA28 Marks and Olympic and Paralympic Marks also include, but are not limited to, team logos, various images, emblems, mascots, and other logos (like historical or heritage logos), including, but not limited to the following:



Olympic Rings



Paralympic Agitos



TEAM USA Logos



TEAM USA Emblem



Pan-American Sports Organization Symbol



Note: Framework for the LA28 emblem is the "L" and "28" with an "A" that varies in design

Games Emblems



Mascots and Historical Logos

MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING (the "MOU") is made and entered into this ____ day of _____, 2026 (the "Effective Date"), by and between the City of Fargo ("City"), a North Dakota municipal corporation with its principal place of business at 225 4th Street N., Fargo, ND 58102 and Fargo-Moorhead Convention & Visitors Bureau, Inc. ("CVB"), a North Dakota nonprofit corporation with its principal place of business at 2001 44th St. S., Fargo, North Dakota 58103.

RECITALS

WHEREAS, the Los Angeles Organizing Committee for the Olympic and Paralympic Games 2028 ("LA28") has invited the City to enter into a Torch Relay Agreement as part of LA28's evaluation of potential host communities for the 2028 Olympic Torch Relay.

WHEREAS, execution of the Torch Relay Agreement is a prerequisite for LA28 to consider Fargo as a potential host community but does not guarantee that Fargo will be selected, with final host community selections anticipated to occur in 2027.

WHEREAS, if the City is selected, successful planning and execution of the Torch Relay will require coordination among the City, CVB, and other community partners.

WHEREAS, the City anticipates providing governmental services customarily associated with major public events, including public safety, traffic management, sanitation, and related municipal services.

WHEREAS, the CVB has expressed its intent to lead fundraising efforts in support of the Torch Relay and to contribute toward eligible event costs not otherwise funded through such fundraising.

WHEREAS, the City and CVB desire to memorialize their respective roles and responsibilities in anticipation of Fargo's potential selection as a host community.

NOW, THEREFORE, in consideration of the mutual promises and covenants contain here, the parties agree as follows:

AGREEMENT

1. **Purpose.** The purpose of this MOU is to establish the respective roles and responsibilities of the City and the CVB in planning, funding, and coordinating the City's potential participation in the LA28 Olympic Torch Relay should Fargo be selected as a host community. This MOU is intended solely to allocate responsibilities between the City and

the CVB and does not create any rights or obligations in favor of LA28 or any other third party.

2. **City's Responsibilities.** The City's responsibilities include:

- a. Coordinate with LA 28 regarding governmental planning and operational requirements;
- b. Provide governmental services customarily associated with a major public event, including public safety, traffic management, sanitation, emergency management, and other municipal services as determined by the City;
- c. Participate in planning activities with LA28, the CVB, and other community partners as necessary to prepare for the Torch Relay; and
- d. Retain sole authority over all governmental decisions, including public safety, traffic control, permitting, and other municipal functions.

3. **CVB's Responsibilities.** The CVB's responsibilities include:

- a. Lead and coordinate fundraising efforts from community partners, eligible sponsors, and other appropriate sources to support planning and hosting of the Torch Relay;
- b. Coordinate with the City regarding event planning, marketing, volunteer recruitment, hospitality, and other community engagement activities; and
- c. Contribute funding toward costs associated with planning and hosting the Torch Relay that are not covered by the City and that remain unfunded following the fundraising efforts described above.
- d. Administer funds raised through the fundraising efforts described above. The Parties acknowledge their intent that available fundraising proceeds be used, to the extent practicable, to offset eligible third-party event expenses and to reimburse the City and the CVB for costs incurred in connection with the Torch Relay, with the allocation of any remaining funds to be determined by mutual agreement of the Parties.

4. **Term.** This MOU shall become effective upon execution by both parties and shall remain in effect until completion of the Torch Relay unless earlier terminated by mutual written agreement of the parties. If the City is not selected by LA28 as a host community, this MOU shall automatically terminate.

5. **Amendment.** This MOU may be amended only by written agreement executed by both parties.

6. **Entire Agreement.** This MOU constitutes the entire agreement between the parties with respect to the subject matter herein and supersedes all prior discussions and understandings related thereto.

7. **Governing law.** This MOU shall be governed by and construed in accordance with the laws of the State of North Dakota.

8. **Assignment.** Neither Party may assign their rights and obligations under this MOU unless agreed to in writing by the other Party.

9. **Counterparts.** This MOU may be executed in two (2) or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one agreement. Any

signature to this MOU may be transmitted electronically and shall for all purposes be deemed an original signature to be legally binding.

(Signatures appear on the following pages.)

CITY OF FARGO

Joshua A. Boschec, Mayor

ATTEST:

Angie Bear, Deputy City Auditor

FARGO-MOORHEAD CONVENTION &
VISITORS BUREAU, INC.

Shirley Hughes, President/CEO



**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

July 2, 2026

Fargo City Commission
225 Fourth Street North
Fargo, ND 58102

Re: Withdrawal and Termination of Annexation Proceeding

Dear Commissioners:

On June 22, 2026, the City Commission approved the Agreement Concerning Annexation and Standstill Period with Fercho Properties, LLP and APLD FAR-01 LLC. The purpose of the Agreement was to resolve the pending annexation dispute and transition the parties from contested annexation proceedings to a collaborative process focused on the future development of the property and its long-term jurisdictional status. As part of that Agreement, Fargo agreed to promptly withdraw and terminate its pending annexation proceedings.

The below suggested motion fulfills that obligation by withdrawing the annexation resolution approved by the City Commission on August 4, 2025, for approximately 256.87 acres in the East Half of Section 3, Township 140 North, Range 49 West of the 5th Principal Meridian, Cass County, North Dakota. Approval of the motion will fulfill the City's obligation under the agreement and will allow the parties to move forward under the Agreement and continue working collaboratively regarding the property's future development and long-term jurisdictional issues during the standstill period.

SUGGESTED MOTION:

I move to withdraw and terminate the City's August 4, 2025, annexation resolution for approximately 256.87 acres located in the East Half of Section 3, Township 140 North, Range 49 West, Cass County, North Dakota, in accordance with the Agreement Concerning Annexation and Standstill Period.

Sincerely,

Ian R. McLean
City Attorney



CITY ATTORNEY
Ian R. McLean

**OFFICE OF THE
CITY ATTORNEY**

SERKLAND LAW FIRM

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

ASSISTANT CITY ATTORNEYS

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

July 2, 2026

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

RE: Dangerous Building located at 111-113 32nd Avenue North, 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 111-113 32nd Avenue North. At its June 22, 2026, 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

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

Property Address: 111-113 32nd Avenue North, Fargo, North Dakota, 58102

Property Owner: Bobbi Stephenson

A hearing was held before the Board of City Commissioners of the City of Fargo on the 22nd day of June, 2026, regarding the property located at 111-113 32nd Avenue North, 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.

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

FINDINGS OF FACT

1. That Bobbi Stephenson (“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 Fifteen (15), Block Two (2) of Van Raden’s Second Addition to the city of Fargo

Street address: 111-113 32nd Avenue North, Fargo, North Dakota, 58102

(“Subject Property”).

2. That on April 29, 2026, Bill Thompson, Building Inspector for the city of Fargo, inspected Subject Property and found the building, consisting of a wood-framed, bi-level duplex structure, built in 1976, 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 2024 International Property Maintenance Code concerning dangerous structures.

3. That the building is unsafe and dangerous in the following respects: (a) no current water services; (b) siding is missing on the east side; and (c) accumulation of junk under the deck and in rear yard.

4. 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.

5. That the information in the files of the Inspections Department stemming from various inspections of the property on or before April 29, 2026, concerning Subject Property is hereby accepted as true and correct.

6. That Notice of Dangerous Building was posted to the building on Subject Property on or about April 29, 2026, and reposted on April 30, 2026, 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 111-113 32nd Avenue North, Fargo, North Dakota 58102, 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 Bobbi Stephenson, 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 111-113 32nd Avenue North, Fargo, North Dakota by August 21, 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 _____ day of July 2026.

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

By _____
Joshua Boschec, Mayor

ATTEST:

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

NOTICE OF ENTRY OF ORDER

TO: BOBBI STEPHENSON AND ALL OTHER PERSONS HAVING INTEREST IN THIS
PROPERTY

RE: PROPERTY AT 111-113 32nd AVENUE SOUTH, FARGO, NORTH DAKOTA 58102

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 August 21, 2026.

DATED this _____ day of July 2026.

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

By _____
Joshua Boschec, Mayor

ATTEST:

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



MEMORANDUM

TO: BOARD OF CITY COMMISSIONERS

FROM: ANGIE BEAR, CITY CLERK & DEPUTY CITY AUDITOR

SUBJECT: CANVASS OF VOTES FOR JUNE 09, 2026 PRIMARY ELECTION

DATE: JULY 06, 2026

Attached is a summary of the vote tabulation from election night received from Sarah Heinle, Cass County Finance Director, regarding the results of the June 2026 Primary Election. It contains an abstract of votes tabulated on Election Day.

The races on the ballot included one four-year term for Mayor; five candidates were listed on the ballot, two four-year terms for City Commission, eight candidates were listed on the ballot, and three four-year terms for Park Board, with seven candidates were running.

The Mayoral race had five candidates on the ballot running for a four-year term. The candidates were: Sekou Sirleaf, Josh Boschee, Denise Kolpack, Michelle Turnberg, and David Piepkorn. The vote totals on election night were as follows:

Mayor Fargo

Vote For 1	TOTAL
Sekou Sirleaf	478
Josh Boschee	10,103
Denise Kolpack	3,287
Michelle Turnberg	5,981
David Piepkorn	1,766
Write-In Totals	12
Not Assigned	12
Total Votes Cast	21,627
Contest Totals	21,784

The Commission race had eight candidates on the ballot running for a four-year term. The candidates were Aaron Hill, Nikkie Gullickson, Anna Johnson, Chad Peterson, Derik Arneson, Tony Gehrig, Jeremy Schaeffer and Scott Brekke. The vote totals on election night were as follows:

Commissioner Fargo

Vote For 2	TOTAL
Aaron Hill	5,333
Nikkie Gullickson	6,512
Anna Johnson	5,837
Chad Peterson	6,694
Derik Arneson	1,714
Tony Gehrig	6,001
Jeremy Schaeffer	923
Scott Brekke	4,851
Write-In Totals	77
Not Assigned	77
Total Votes Cast	37,942
Contest Totals	43,568

The Fargo Park Board race had seven candidates running for three seats. Each position is a four-year term. The candidates were Zaundra Bina, Tyler Sand, Vicki Dawson, Emily Secor May, Joe Deutsch, Andrzej Noyszewski, Alex Nisbet. The votes cast for each candidate were as follows:

Park Board Commissioner Fargo Park

Vote For 3	TOTAL
Zaundra Bina	4,526
Tyler Sand	7,541
Vicki Dawson	9,496
Emily Secor May	8,447
Joe Deutsch	8,698
Andrzej Noyszewski	3,921
Alex Nisbet	5,406
Write-In Totals	179
Not Assigned	179
Total Votes Cast	48,214
Contest Totals	65,352

Fargo City Measure No. 1
EXTENSION OF CITY INFRASTRUCTURE
SALES TAX

Vote For 1	TOTAL
Yes	15,265
No	5,680
Total Votes Cast	20,945
Contest Totals	21,784

The County Canvassing Board met on Monday June 22nd to certify the results of the election. We ask that you approve and accept the election results as certified by the Cass County Canvassing Board. If you have any questions, please contact me.

Recommended Motion:

Approve and accept the results of the Cass County Canvassing Board and declare; Josh Boschee as Mayor; Chad Peterson and Nikkie Gullickson as City Commissioners; and Vicki Dawson, Joe Deutsch, and Emily Secor May as Park District Commissioners and declare the question on the extension of City infrastructure sales tax.

Angie Bear

From: Heinle, Sarah <HeinleS@casscountynd.gov>
Sent: Monday, June 22, 2026 5:04 PM
To: Angie Bear
Subject: RE: Certification of Results

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

Canvassing has been completed and your results are shown below. Please let me know if you have any questions or need any further information.

Park Board Commissioner Fargo

Park

Vote For 3

	TOTAL
Zaundra Bina	4,526
Tyler Sand	7,541
Vicki Dawson	9,496
Emily Secor May	8,447
Joe Deutsch	8,698
Andrzej Noyszewski	3,921
Alex Nisbet	5,406
Write-In Totals	179
Not Assigned	179
Total Votes Cast	48,214
Contest Totals	65,352

Fargo City Measure No. 1

Vote For 1

	TOTAL
Yes	15,265
No	5,680
Total Votes Cast	20,945
Contest Totals	21,784

Mayor Fargo

Vote For 1

	TOTAL
Sekou Sirleaf	478
Josh Boschée	10,103
Denise Kolpack	3,287
Michelle Turnberg	5,981
David Piepkorn	1,766
Write-In Totals	12

Not Assigned	12
Total Votes Cast	21,627
Contest Totals	21,784

Commissioner Fargo

Vote For 2	TOTAL
Aaron Hill	5,333
Nikkie Gullickson	6,512
Anna Johnson	5,837
Chad Peterson	6,694
Derik Arneson	1,714
Tony Gehrig	6,001
Jeremy Schaeffer	923
Scott Brekke	4,851
Write-In Totals	77
Not Assigned	77
Total Votes Cast	37,942
Contest Totals	43,568

Thank you,



Sarah Heinle, CPFO
 Finance Director
 Auditor/Treasurer/Supt. Of Schools
 Cass County Finance Office
 PO Box 2806
 Fargo ND 58108
Heinles@casscountynd.gov
 D: 701-241-5602 | F: 701-241-5728



MEMORANDUM

TO: BOARD OF CITY COMMISSIONERS

FROM: AUDITOR'S OFFICE

DATE: JULY 6, 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

EI Zagal Provost

Dates of Activity (Does not include dates for the sales of tickets)

9/13/26 through 1/10/27

Organization or Group Contact Person

Scott Schafer

E-mail

scott@schaferquad.com

Telephone Number

7015417172

Business Address

1429 3rd St. N

City

Fargo

State

ND

ZIP Code

58102

Mailing Address (if different)

City

State

ZIP Code

SITE INFO

Site Name

EI Zagal Shrine

County

Cass

Site Physical Address

1429 3rd St. N

City

Fargo

State

ND

ZIP Code

58102

Provide the exact date(s) & frequency of each event & type (Ex. Bingo every Friday 10/1-12/31, Raffle - 10/30, 11/30, 12/31, etc.)
every game week from 9/13/26 thru 1/10/27

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

Game Type	Description of Prize	Exact Retail Value of Prize
sport board	\$75 for each quarter and \$100 for final score	5525.00
0		
0		
Total (limit \$50,000 per year)		\$

ADDITIONAL REQUIRED INFORMATION

Intended Uses of Gaming Proceeds

Shriners Childrens Hospitals

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

Scott Schafer

Telephone Number

7015417172

E-mail Address

scott@schaferquad.com

Signature of Organization Group's Permit Organizer

Title

Member

Date

6/18/26

56



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

✓

Applying for (check one)

☒ Local Permit ☐ Restricted Event Permit*

Games to be conducted

☐ Raffle by a Political or Legislative District Party

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

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

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

ORGANIZATION INFO

Name of Organization or Group <i>Knights of Columbus 4th Degree Assembly 788</i>		Dates of Activity (Does not include dates for the sales of tickets) <i>Feb 15, 2027</i>	
Organization or Group Contact Person <i>John A. Herlick</i>	E-mail <i>johnherlick@gmail.com</i>	Telephone Number <i>701 412 6776</i>	
Business Address <i>104 Meadowlark Lane North</i>	City <i>Fargo</i>	State <i>ND</i>	ZIP Code <i>58102-2160</i>
Mailing Address (if different)	City	State	ZIP Code

SITE INFO

Site Name <i>St. Mary's Cathedral Wanzek Center</i>		County <i>Cass</i>	
Site Physical Address <i>619 - 7th Street North</i>	City <i>Fargo</i>	State <i>ND</i>	ZIP Code <i>58102</i>
Provide the exact date(s) & frequency of each event & type (Ex. Bingo every Friday 10/1-12/31, Raffle - 10/30, 11/30, 12/31, etc.) <i>Raffle tickets to be drawn for every day of January 2027</i>			

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

Game Type	Description of Prize	Exact Retail Value of Prize
<i>Raffle</i>	<i>Cash</i>	<i>1505.00</i>
Total (limit \$50,000 per year)		\$ <i>1505.00</i>

ADDITIONAL REQUIRED INFORMATION

Intended Uses of Gaming Proceeds <i>Charities and Scholarships</i>	
Does the organization presently have a state gaming license? (If yes, the organization is not eligible for a local permit or restricted event permit and should call the Office of Attorney General at 1-800-326-9240) ☐ Yes ☒ No	
Has the organization or group received a restricted event permit from any city or county for the fiscal year July 1 - June 30 (If yes, the organization or group does not qualify for a local permit or restricted event permit) ☐ Yes ☒ No	
Has the organization or group received a local permit from an city or county for the fiscal year July 1 - June 30 (If yes, indicate the total retail value of all prizes previously awarded) ☒ No ☐ Yes - Total Retail Value: (This amount is part of the total prize limit for \$50,000 per fiscal year)	
Is the organization or group a state political party or legislative district party? (If yes, the organization or group may only conduct a raffle and must complete SFN 52880 "Report on a Restricted Event Permit" within 30 days of the event. Net proceeds may be for political purposes.) ☐ Yes ☒ No	

Printed Name of Organization Group's Permit Organizer <i>John A. Herlick</i>	Telephone Number <i>701 412 6776</i>	E-mail Address <i>johnherlick@gmail.com</i>
Signature of Organization Group's Permit Organizer <i>John A. Herlick</i>	Title <i>Raffle Chairman</i>	Date <i>July 1, 2026</i>



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

Applying for (check one)

☒ Local Permit ☐ Restricted Event Permit*

Games to be conducted

☐ Bingo ☒ Raffle ☐ Raffle by a Political or Legislative District Party

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

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

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

ORGANIZATION INFO

Name of Organization or Group <i>Lend A Hand UP</i>		Dates of Activity (Does not include dates for the sales of tickets) <i>August 21, 2026</i>	
Organization or Group Contact Person <i>Sydney Stoa / DMF Lend A Hand UP</i>	E-mail <i>Sydneyjohnson010@gmail.com</i>	Telephone Number <i>(701) 866-3387</i>	
Business Address <i>4321 20th Ave. S.</i>	City <i>Fargo</i>	State <i>ND</i>	ZIP Code <i>58103</i>
Mailing Address (if different)	City	State	ZIP Code

SITE INFO

Site Name <i>The Bowler</i>	County		
Site Physical Address <i>2630 University Dr. S.</i>	City <i>Fargo</i>	State <i>ND</i>	ZIP Code <i>58103</i>
Provide the exact date(s) & frequency of each event & type (Ex. Bingo every Friday 10/1-12/31, Raffle - 10/30, 11/30, 12/31, etc.) <i>8/21/26, 50/50 Raffle one time on date of benefit</i>			

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

Game Type	Description of Prize	Exact Retail Value of Prize
50/50 Raffle	50/50	
Raffle	gun	\$1000.00
Raffle	Wine Pull	\$750.00
Total (limit \$50,000 per year)		\$

ADDITIONAL REQUIRED INFORMATION

Intended Uses of Gaming Proceeds <i>Benefit for Dexter Peters</i>		
Does the organization presently have a state gaming license? (If yes, the organization is not eligible for a local permit or restricted event permit and should call the Office of Attorney General at 1-800-326-9240) ☐ Yes ☒ No		
Has the organization or group received a restricted event permit from any city or county for the fiscal year July 1 - June 30 (If yes, the organization or group does not qualify for a local permit or restricted event permit) ☐ Yes ☒ No		
Has the organization or group received a local permit from any city or county for the fiscal year July 1 - June 30 (If yes, indicate the total retail value of all prizes previously awarded) ☒ No ☐ Yes - Total Retail Value: (This amount is part of the total prize limit for \$50,000 per fiscal year)		
Is the organization or group a state political party or legislative district party? (If yes, the organization or group may only conduct a raffle and must complete SFN 52880 "Report on a Restricted Event Permit" within 30 days of the event. Net proceeds may be for political purposes.) ☐ Yes ☒ No		
Printed Name of Organization Group's Permit Organizer <i>Sydney Stoa</i>	Telephone Number <i>(701) 866-3387</i>	E-mail Address <i>Sydneyjohnson010@gmail.com</i>
Signature of Organization Group's Permit Organizer <i>Sydney Stoa</i>	Title <i>Fundraiser Champion</i>	Date <i>6-16-26</i>



APPLICATION FOR A LOCAL PERMIT OR RESTRICTED EVENT PERMIT
NORTH DAKOTA OFFICE OF ATTORNEY GENERAL
GAMING DIVISION
SFN 9338 (5-2023)



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 St Anthony of Padua Parish Fall Bazaar		Dates of Activity (Does not include dates for the sales of tickets) September 27th, 2026	
Organization or Group Contact Person Bonnie Kroetsch	E-mail bonnie.kroetsch@icloud.com	Telephone Number 701-235-9515	
Business Address 710 10th St S	City Fargo	State ND	ZIP Code 58103
Mailing Address (if different) 1419 7th Ave S	City Fargo	State ND	ZIP Code 58103

SITE INFO

Site Name St Anthony of Padua Catholic Church		County Cass	
Site Physical Address 710 10th St S	City Fargo	State ND	ZIP Code 58103
Provide the exact date(s) & frequency of each event & type (Ex. Bingo every Friday 10/1-12/31, Raffle - 10/30, 11/30, 12/31, etc.) Raffle once on 09/27/2026 Bingo once on 09/27/2026			

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

Game Type	Description of Prize	Exact Retail Value of Prize
Raffle	\$500 Cash Prize	\$500
Raffle	Ninja Cooler	\$300
Raffle	65 Inch Smart TV	\$450
Total (limit \$40,000 per year)		\$

Intended Uses of Gaming Proceeds

Parking Lot Expansion and Repairs

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: **\$2400** (This amount is part of the total prize limit for \$40,000 per fiscal year)

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

☐ Yes ☒ No

Printed Name of Organization Group's Permit Organizer Bonnie Kroetsch	Telephone Number 701-235-9515	E-mail Address bonnie.kroetsch@icloud.com	
Signature of Organization Group's Permit Organizer	Title Raffle Chairman	Date	



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

Applying for (<i>check one</i>)	
☒ Local Permit	☐ Restricted Event Permit*
Games to be conducted	
☐ Bingo	☒ Raffle
☒ Raffle Board	☒ Calendar Raffle
☐ Sports Pool	☐ Poker*
☐ Twenty-One*	☐ Paddlewheels*

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

ORGANIZATION INFO

Name of Organization or Group YMCA of the Northern Sky		Dates of Activity (Does not include dates for the sales of tickets) August 4, 2026	
Organization or Group Contact Person Kelsey Ost	E-mail ost@ymcanorthernsky.org	Telephone Number 701-364-4120	
Business Address 400 1st Ave S	City Fargo	State ND	ZIP Code 58103
Mailing Address (if different)	City	State	ZIP Code

SITE INFO

Site Name Edgewood Golf Course		County Cass	
Site Physical Address 19 Golf Course Ave N Suite #2	City Fargo	State ND	ZIP Code 58102
Provide the exact date(s) & frequency of each event & type (Ex. Bingo every Friday 10/1-12/31, Raffle - 10/30, 11/30, 12/31, etc.) Calendar Raffle- 8/15-9/13 Raffle + Raffle Board 8/4			

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

Game Type	Description of Prize	Exact Retail Value of Prize
Calendar Raffle	Daily winners for 1 month = \$1,500	\$1,500
Raffle	Yif Bag, Massage, Force Suite, Health Bag, Yeti Package, Liquor Packages	\$3,105
Raffle Board	50/50 Raffle Boards	\$800
Total (limit \$50,000 per year)		\$ 5,405

ADDITIONAL REQUIRED INFORMATION

Intended Uses of Gaming Proceeds YMCA Paul Howry Endowment Fund, funds support ADA projects and making the YMCA more accessible for all.	
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: \$2,275 (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 Kelsey Ost	Telephone Number 701-364-4120	E-mail Address ost@ymcanorthernsky.org
Signature of Organization Group's Permit Organizer Kelsey Ost	Title Director of Mission Advancement	Date 6/19/2026

REPORT OF ACTION

PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

Improvement District No. BR-25-G1 Type: Negative Final Balancing Change Order #3

Location: 8th St N, NP Ave – 1st Ave N Date of Hearing: 6/29/2026

<u>Routing</u>	<u>Date</u>
City Commission	7/6/2026
PWPEC File	X
Project File	Will Bayuk

The Committee reviewed a communication from Senior Project Manager, Rick Larson, regarding Negative Final Balancing Change Order #3 in the amount of -\$15,737.45, which reconciles the final quantities as measured in the field.

Staff is seeking approval of Negative Final Balancing Change Order #3 in the amount of -\$15,737.45, which brings the total contract amount to \$1,008,251.00.

On a motion by Ben Dow, seconded by Brenda Derrig, the Committee voted to recommend approval of Negative Final Balancing Change Order #3 to Paras Contracting Inc.

RECOMMENDED MOTION

Concur with the recommendations of PWPEC and approve Negative Final Balancing Change Order #3 in the amount of -\$15,737.45, bringing the total contract amount to \$1,008,251.00 to Paras Contracting Inc.

PROJECT FINANCING INFORMATION:

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

	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:

C: Kristi Olson


Tom Knakmuhs, P.E.
City Engineer

Memorandum

To: Members of PWPEC
From: Rick Larson, Senior Project Manager
Date: June 17, 2026
Re: Improvement District No. BR-25-G1 – Negative Final Balancing Change Order #3

Background:

Improvement District No. BR-25-G1 is for the reconstruction of 8th Street North from NP Avenue to 1st Avenue North. This project is for the replacement of the water main and services, sanitary sewer main and services, storm sewer repairs, concrete paving, sidewalk, driveways and street lights.

PARAS Contracting is the Prime Contractor for this project.

Negative Final Balancing Change Order #3

Attached is Negative Final Balancing Change Order #3 in the amount of -\$15,737.45. The Contractor met the requirements of the contract and it has been accepted by the City. This FBCO reconciles the estimated quantities used in the contract with the final quantities as measured in the field.

Original Contract:	\$ 1,012,083.13
Change Order #1	\$ 0.00 (Time Extension)
Change Order #2	\$ 11,905.32
FBCO #3	\$ -15,737.45
Total Contract:	\$ 1,008,251.00

Recommended Motion:

Approve Negative Final Balancing Change Order #3 in the amount of -\$15,737.45 for Improvement District No. BR-25-G1.

RJL/klb
Attachment



CHANGE ORDER REPORT
PAVING AND UTILITY REHAB/RECONSTRUCTION
IMPROVEMENT DISTRICT NO. BR-25-G1
8TH STREET NORTH FROM NP AVENUE TO 1ST AVENUE NORTH

Final Balancing
Change Order

Change Order No 3 **Change Order Date** 6/15/2026
Contractor Paras Contracting Inc

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

EXPLANATION OF CHANGE Change Order # 3
Final Balancing Change Order

Section	Line No	Item Description	Unit	Orig Cont Qty	Prev C/O Qty	Prev Cont Qty	Curr C/O Qty	Tot Cont Qty	Unit Price (\$)	C/O Ext Price (\$)
Sanitary Sewer	3	F&I Manhole 4' Dia Reinf Conc	EA	2		2	-1	1	\$4,620.00	-\$4,620.00
	4	F&I Pipe w/GB SDR 26 - 6" Dia PVC	LF	106		106	-8.7	97.3	\$157.50	-\$1,370.25
	5	F&I Pipe w/GB SDR 26 - 12" Dia PVC	LF	397		397	20.6	417.6	\$304.50	\$6,272.70
	6	F&I Pipe w/GB SDR 26 - 15" Dia PVC	LF	25		25	-25	0	\$325.50	-\$8,137.50
Sanitary Sewer Sub Total										-\$7,855.05
Water Main	11	Furnish Temp Water Svc	EA	5		5	1	6	\$1,575.00	\$1,575.00
	12	Remove Pipe All Sizes All Types	LF	75		75	-11	64	\$21.00	-\$231.00
	18	F&I Fittings C153 Ductile Iron	LB	775		775	20	795	\$14.97	\$299.40
	19	F&I Pipe w/GB C900 DR 18 - 4" Dia PVC	LF	6		6	-0.3	5.7	\$152.25	-\$45.68
	20	F&I Pipe w/GB C900 DR 18 - 6" Dia PVC	LF	18		18	-2	16	\$162.75	-\$325.50

Section	Line No	Item Description	Unit	Orig Cont Qty	Prev C/O Qty	Prev Cont Qty	Curr C/O Qty	Tot Cont Qty	Unit Price (\$)	C/O Ext Price (\$)
	21	F&I Pipe w/GB C900 DR 18 - 8" Dia PVC	LF	24		24	-2	22	\$173.25	-\$346.50
	22	F&I Pipe w/GB C900 DR 18 - 10" Dia PVC	LF	403		403	0.4	403.4	\$179.55	\$71.82
	23	F&I Pipe w/GB 1" Dia Water Service	LF	45		45	1	46	\$100.80	\$100.80
	24	F&I Pipe w/GB 1.5" Dia Water Service	LF	14		14	1.3	15.3	\$103.95	\$135.14
		Water Main Sub Total								\$1,233.48
Storm Sewer	30	Repair Pipe 15" Dia	EA	1		1	1	2	\$2,625.00	\$2,625.00
		Storm Sewer Sub Total								\$2,625.00
Paving	37	Temp Fence - Safety	LF	865		865	-265	600	\$9.00	-\$2,385.00
	39	Inlet Protection - Existing Inlet	EA	9		9	2	11	\$215.25	\$430.50
	41	Remove Pavement All Thicknesses All Types	SY	1449		1449	55.2	1504.2	\$20.00	\$1,104.00
	42	Remove Curb & Gutter	LF	850		850	13.7	863.7	\$12.50	\$171.25
	43	Remove Sidewalk All Thicknesses All Types	SY	308		308	-8.4	299.6	\$10.50	-\$88.20
	44	Remove Driveway All Thicknesses All Types	SY	438		438	-11.5	426.5	\$12.60	-\$144.90
	45	Rem & Repl Casting - Std Manhole	EA	3		3	-3	0	\$630.00	-\$1,890.00
	46	Rem & Repl Casting - Floating Manhole	EA	3		3	-1	2	\$1,680.00	-\$1,680.00
	47	Subgrade Preparation	SY	1786		1786	6	1792	\$5.25	\$31.50
	48	F&I Woven Geotextile	SY	1786		1786	6	1792	\$3.42	\$20.52
	49	F&I Class 5 Agg - 12" Thick	SY	1786		1786	6	1792	\$24.15	\$144.90
	50	F&I Edge Drain 4" Dia PVC	LF	850		850	-145	705	\$10.50	-\$1,522.50

Section	Line No	Item Description	Unit	Orig Cont Qty	Prev C/O Qty	Prev Cont Qty	Curr C/O Qty	Tot Cont Qty	Unit Price (\$)	C/O Ext Price (\$)
	51	F&I Curb & Gutter Standard (Type II)	LF	862		862	1.2	863.2	\$51.00	\$61.20
	52	F&I Pavement 9" Thick Doweled Conc	SY	1450		1450	6.1	1456.1	\$167.50	\$1,021.75
	53	F&I Sidewalk 4" Thick Reinf Conc	SY	300		300	15	315	\$86.00	\$1,290.00
	54	F&I Sidewalk 6" Thick Reinf Conc	SY	12		12	-0.3	11.7	\$97.00	-\$29.10
	55	F&I Det Warn Panels Cast Iron	SF	42		42	-1.5	40.5	\$62.50	-\$93.75
	56	F&I Impressioned 6" Thick Reinf Conc	SY	8		8	-0.6	7.4	\$260.00	-\$156.00
	57	F&I Driveway 7" Thick Reinf Conc	SY	399		399	7	406	\$110.00	\$770.00
	60	GV Box to Grade - w/Conc	EA	5		5	1	6	\$700.00	\$700.00
	62	Boulevard Grading	SY	638		638	-15	623	\$7.35	-\$110.25
	63	Seeding Type C	SY	638		638	33	671	\$7.35	\$242.55
	64	Mulching Type 1 Hydro	SY	638		638	-55	583	\$0.97	-\$53.35
								Paving Sub Total		-\$2,164.88
Street Lights	66	Remove Base	EA	3		3	-1	2	\$3,255.00	-\$3,255.00
	67	Remove Pull Box	EA	1		1	-1	0	\$2,835.00	-\$2,835.00
	68	F&I Base 6' Deep Reinf Conc	EA	3		3	-1	2	\$4,725.00	-\$4,725.00
	69	F&I Innerduct 1.5" Dia	LF	432		432	59	491	\$21.00	\$1,239.00
								Street Lights Sub Total		-\$9,576.00

Summary

Source Of Funding

Net Amount Change Order # 3 (\$)

Previous Change Orders (\$)

Original Contract Amount (\$)

Total Contract Amount (\$)

Special Assessments, State of ND Prairie Dog Funds

-\$15,737.45

\$11,905.32

\$1,012,083.13

\$1,008,251.00

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

APPROVED

For Contractor

Title

Wendy Querson
Paras Contracting Inc
President

APPROVED DATE

Department Head

Mayor

Attest

T. K. Lee

REPORT OF ACTION

PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

Improvement District No. NR-24-C1

Type: Change Order #1 & Time Extension

Location: STS #7, #20 & #28

Date of Hearing: 6/29/2026

Routing	Date
City Commission	7/6/2026
PWPEC File	X
Project File	Rob Hasey

The Committee reviewed the accompanying correspondence from Storm Sewer Utility Engineer, Rob Hasey, related to Change Order #1 in the amount of \$13,880.37 for additional work, as well as a time extension to the Substantial and Final Completion Dates bringing them to July 13, 2026 and July 27, 2026, respectively.

Staff is recommending approval of Change Order #1 in the amount of \$13,880.37, which increases the total contract amount to \$1,337,500.37, as well as the time extension as described above.

On a motion by Ben Dow, seconded by Brenda Derrig, the Committee voted to recommend approval of Change Order #1 and the time extension to Key Contracting.

RECOMMENDED MOTION

Concur with the recommendations of PWPEC and approve Change Order #1 in the amount of \$13,880.37, bringing the total contract amount to \$1,337,500.37, as well as a time extension to the Substantial and Final Completion Dates bringing them to July 13, 2026 and July 27, 2026, respectively to Key Contracting.

PROJECT FINANCING INFORMATION:

Recommended source of funding for project: Storm Sewer Utility, Fargodome Funds & Special Assessments

	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:

C: Kristi Olson


Tom Knakmuhs, P.E.
City Engineer

Memorandum

To: Members of PWPEC
From: Rob Hasey, PE Storm Sewer Utility Engineer
Date: June 29, 2026
Re: Improvement District No. NR-24-C1 – STS LS Rehab/Reconstruction
Change Order #1 & Time Extension

Background:

Improvement District No. NR-24-C1 is for the rehabilitation of storm sewer lift stations #7, #20 & #28 that includes pump and control panel replacements, safety upgrades and miscellaneous improvements at each lift station. Below is a list of extra items encountered during construction.

Site #1: STS LS #7 – 12th Avenue North and Drain 10

Key Contracting is the Prime Contractor on NR-24-C1 and Key is also the Prime Contractor reconstructing the Drain 10 concrete channel liner and drain slopes to the south for the Southeast Cass Water Resource District (SECWRD). When Key removed the old concrete channel liner we had Key install an inlet structure with a manhole casting in the bottom of the channel liner to serve as a pump sump pit for bypass pumping during annual lift station cleaning operations. Total cost for furnishing and installing the inlet and manhole casting was \$4,500.

As part of the drain reconstruction project most of the existing concrete slope protection needed to be removed. The north end of the drain near the railroad tracks has steep slopes that are extremely difficult to maintain with mowing equipment. To improve safety at the north end of the drain we installed concrete slope protection around the horseshoe to eliminate the need for mowing. The City is paying for slope protection from the lift station to the east side of the dual 84" RCP's and SECWRD is paying for the slope protection from the 84" RCP's to the 12" CMP as shown in the pictures below. The original plan quantity for slope protection on NR-24-C1 was 40 SY and was intended on going around the sluice gate box structure only. The City's portion of slope protection from the lift station to the 84" RCP's is 187.30 SY. Total extra cost for this additional slope protection is \$23,568.

Pre-construction condition



Post-construction



While Key was installing the sluice gate box structure between the channel liner and the lift station the existing 48" RCP that was intended on being reused was determined to be in poor condition and unusable. Key Contracting furnished and installed a new section of 48" RCP totaling \$4,226.25.

Key Contracting rerouted 6" drain tile from the channel liner into the sluice gate structure at a cost of \$2,400. This drain tile originally ran underneath the 48" RCP draining into the lift station but the drain tile needed to be rerouted due to the footing of the new sluice gate box interfering with the drain tile. Bringing the drain tile into the sluice gate box allows all water from the drain to be sealed off by the sluice gate during annual cleaning operations.

During pump replacement the overhead power wires needed to be de-energized to allow safe pump removal and replacement. This cost was split 50/50 between the City and the Contractor. Total cost was \$7,544.23 and split in half the City's share is \$3,772.12.

The record drawings for the inside of lift station #7 showed the inside to be circular in shape. During construction of the catwalk it was found that the inside was more oblong vs. circular which resulted in extra man hours to modify the catwalk beams to make the platform fit. Previously the catwalk in this structure was a 3' wide platform with no railings located roughly 15' above the bottom of the lift station. The modified catwalk covers the entire oblong area providing a safe platform for the workers to access floats, level transducer and pump discharge elbows. This extra work totaled \$23,750.

Site #2: STS LS #20 – Island Park

During construction the Contractor asked if the existing cover slab for the lift station could remain in place while offering a deduct. The existing cover slab was determined to be in good condition so we received a \$3,284 deduct to reuse the existing cover slab.

The new ladder needed to be modified for a larger offset from the east wall which added \$931 in modification costs.

Site #3: STS LS #28 – Fargodome

While preparing the ground east of the lift station for the new concrete control panel pad we encountered an electrical control box that needed to be raised to the new pad grade to prevent this area from trapping and holding water. The total cost to raise this underground vault to the concrete pad grade was \$1,930.

The new ladder that was installed needed to be modified to fit between the existing ductile iron discharge pipes at a cost of \$931.

The existing submersible pumps were installed in 2001 when the Fargodome underwent flood mitigation improvements. These pumps were sized at 2,100 GPM @ 23' TDH each for a combined pumping capacity of 4,200 GPM.

In the spring of 2022 one of the pumps failed and needed to be replaced in short order. Electric Pump had a Flygt pump that was readily available but the pump had a lower pumping capacity of 1,850 GPM @ 23' TDH. A 2,100 GPM pump was not readily available. Knowing that this is an important lift station to keep operational and that the remaining pump in the lift station was 20+ years old and failure of that pump would result in water backup during rain events the pump with a lower pumping capacity was acquired and installed.

After the pump was replaced in 2022, the Fargodome lift was identified as a lift station for upgrading the older pump to a new pump, upgrading the lift station control panel & migrating the existing water level monitoring system from the Watchman system to the City's Storm SCADA system.

The intent for pump replacement at the time of design was to replace both pumps to the higher capacity pump and remove the lower capacity pump that was installed in 2022 and keep that as a reserve backup pump. The replacement pumps specified in the NR-24-C1 project specifications was erroneously listed as the lower capacity pump (1,850 GPM).

In an effort to be fiscally responsible while still providing reliable pumping at the Fargodome we revised the pump replacement plan to be as follows:

- Replace the old 2,100 GPM Flygt pump with a new 2,100 GPM Flygt pump
- Keep the 1,850 GPM Flygt pump installed in 2022 in service (4 years old)
- Salvage the old 2,100 GPM Flygt pump and keep this as a backup pump

Proceeding with this plan will have a reduction of \$48,844 for the one pump that is not going to be replaced at this time at the Fargodome. In the future when the 1,850 GPM pump needs to be replaced that pump will be replaced with a 2,100 GPM pump.

The substantial and final completion dates have also been modified to July 13 and July 27 respectively to accommodate the extra work that was required along with material delays for the various electrical and pumping system components.

Recommended Motion:

Approve Change Order #1 in the amount of \$13,880.37 and time extension to Key Contracting.

Funding source is 50% Special Assessments & 50% Storm Sewer Utility (Fund 524) for Site #1 (LS #7) and Site #2 (LS #20). Site #3 (LS #28 Fargodome) is 100% Fargodome Funded.



CHANGE ORDER REPORT
LIFT STATION REHAB/RECONSTRUCTION
IMPROVEMENT DISTRICT NO. NR-24-C1
STORM SEWER LIFT STATION #7, #20 & #28

Change Order No 1 **Change Order Date** 6/3/2026
Contractor Key Contracting Inc

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

EXPLANATION OF CHANGE Change Order # 1

STS LS #7: 6" drain tile = \$2,400.00; Replace 48" RCP = \$4,226.25; Electric shutdown for pump replacement (Xcel) = \$3,772.12; Revise catwalk framing = \$23,750.00; Install inlet & casting in channel liner = \$4,500.00.

STS LS #20: Deduct for reusing existing cover slab = (\$3,284.00); Modify ladder = \$931.00.

STS LS #28: Deduct for removing one pump (\$48,844.00); Modify ladder = \$931.00; Raise electric vault at control panel pad = \$1,930.00.

Section	Line No	Item Description	Unit	Orig Cont Qty	Prev C/O Qty	Prev Cont Qty	Curr C/O Qty	Tot Cont Qty	Unit Price (\$)	C/O Ext Price (\$)
SITE #1 (STS LS #7)	11	F&I Slope Protection 5" Thick Reinf Conc	SY	40		40	147.3	187.3	\$160.00	\$23,568.00
	SITE #1 (STS LS #7) Sub Total									\$23,568.00
Change Order 1	12	F&I Pipe w/GB 6" Dia Perf. HDPE	LF	0		0	24	24	\$100.00	\$2,400.00
	13	F&I Inlet - Round (RDI) Reinf Conc	EA	0		0	1	1	\$4,500.00	\$4,500.00
	14	Modify Lift Station Electrical	LS	0		0	1	1	\$1,930.00	\$1,930.00
	15	Modify Lift Station Electrical	LS	0		0	1	1	\$3,772.12	\$3,772.12
	16	Modify Lift Station	EA	0		0	1	1	-\$47,913.00	-\$47,913.00
	17	Modify Lift Station	EA	0		0	1	1	-\$2,353.00	-\$2,353.00
	18	Modify Lift Station	EA	0		0	1	1	\$23,750.00	\$23,750.00
	19	F&I Pipe 48" Dia	LF	0		0	1	1	\$4,226.25	\$4,226.25
Change Order 1 Sub Total									-\$9,687.63	

Summary

Source Of Funding	Storm Sewer Utility
Net Amount Change Order # 1 (\$)	\$13,880.37
Previous Change Orders (\$)	\$0.00
Original Contract Amount (\$)	\$1,323,620.00
Total Contract Amount (\$)	\$1,337,500.37

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

CONTRACT DATES**Current Substantial Completion Date**

4/30/2026

Additional Days Substantial Completion

74

New Substantial Completion Date

7/13/2026

Current Final Completion Date

5/30/2026

Additional Days Final Completion

58

New Final Completion Date

7/27/2026

Interim Completion Dates

APPROVED
For Contractor
Title

Steve Carr
Key Contracting
VP

APPROVED DATE
Department Head
Mayor
Attest

T-Cell

REPORT OF ACTION

PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

Type: Easement

Location: 52nd Avenue North (Softball Complex & Lagoons)

Date of Hearing: 6/29/2026

<u>Routing</u>	<u>Date</u>
City Commission	<u>7/6/2026</u>
PWPEC File	<u>X</u>
Project File	<u>Kevin Gorder</u>

The Committee reviewed the accompanying correspondence from Division Engineer, Kevin Gorder, regarding an easement requested by Cass Rural Water along the west side of the lagoons for a half mile just north of 52nd Avenue North.

This easement acknowledges the current agreement with the Park District and the City and the rights in this easement are second to the water district easement.

The location has been shared with Water Reclamation and they are agreeable to this location adjacent to their lagoon.

The easement recognizes that Cass Rural Water will pay for a portion of all of the meter pit in lieu of a payment for the easement.

On a motion by Brenda Derrig, seconded by Gary Lorenz, the Committee voted to recommend approval of the easement with Cass Rural Water.

RECOMMENDED MOTION

Concur with the recommendations of PWPEC and approve the easement with Cass Rural Water.

PROJECT FINANCING INFORMATION:

Recommended source of funding for project: N/A

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

COMMITTEE

	<u>Present</u>	<u>Yes</u>	<u>No</u>	<u>Unanimous</u>
				<u>☒</u>
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

Memorandum

To: Members of PWPEC
From: Kevin Gorder, Division Engineer
Date: June 25, 2026
Re: Cass Rural Water Easement – Softball Complex and Lagoons

Background:

Cass Rural Water has requested an easement along the west side of the lagoons for the half mile just north of 52nd Avenue North. The easement would then move to the City parcel on the west side of the lagoons where the Park District has their softball complex.

This easement has been shared with the Park District and I hope to get comments prior to the meeting on Monday. There is language in the easement where the current agreement between the Park District and the City is acknowledged and the rights in this easement are second to the water district easement.

This location has been shared with Water Reclamation and they are agreeable to this location adjacent to their lagoon.

The easement recognizes that Cass Rural Water will pay for a portion or all of the meter pit in lieu of a payment for the easement.

Recommended Motion:

Concur with the easement and forward to Commission for approval.

KOG/klb
Attachments

TEMPORARY EASEMENT

THIS EASEMENT is made and entered into this _____ day of _____, 2026, by and between the City of Fargo, a municipal corporation under the laws of the State of North Dakota, whose post office address is 225 – 4th Street North, Fargo, North Dakota 58102 (the “Grantor”), and Cass Rural Water Users District, North Dakota political subdivision, whose post office address is P.O. Box 98, Kindred, North Dakota 58051-0098 (the “Grantee”).

RECITALS

A. Grantee is in the process of developing, constructing, and improving its water supply infrastructure in certain portions of Cass County, North Dakota (the “Project”).

B. Grantor owns certain real property (which is currently subject to a Lease with the Park District of the City of Fargo) in the vicinity of the Project, an area where Grantee desires to install, construct, operate, and maintain underground pipelines and associated appurtenances.

C. Grantor has agreed to grant and convey to Grantee a temporary easement, as more specifically described below, for purposes of installing, constructing, operating, and maintaining underground pipelines and associated appurtenances to accommodate the Project in, on, under, through, over, and across the property described below, subject to the terms and conditions contained in this Easement.

D. Following completion of initial construction of Grantee’s underground pipelines and associated appurtenances, Grantor agrees to grant and convey to Grantee a permanent pipeline easement in, on, under, through, over, and across a portion of the property described below to be determined more fully by survey.

AGREEMENT

1. **The Temporary Easement Property.** Grantor grants and conveys to Grantee, subject to the rights of the Park District of the City of Fargo under a Lease dated October 15, 2012, a temporary easement, including the easement rights described in this Easement, in, on, under, through, over, and across the following real property in Cass County, North Dakota:

That part of Lot 1, Block 1, NSC Addition, of Section 10, Township 140 North, Range 49 West of the 5th Principal Meridian, City of Fargo, Cass County, North Dakota, being further described as follows:

The East 100.00 feet of said Lot 1.

AND

The West 20.00 feet of the Southeast Quarter (SE1/4) of Section 10, Township 140 North, Range 49 West of the 5th Principal Meridian, City of Fargo, Cass County, ND.

AND

The West 20.00 feet of the South 100.00 feet of the Northeast Quarter (NE 1/4) of Section 10, Township 140 North, Range 49 West of the 5th Principal Meridian, City of Fargo, Cass County, ND.

The property described above is the “Temporary Easement Property.”

2. **Easement Rights.** Under this Easement, Grantor grants to Grantee, and Grantee’s officers, employees, agents, representatives, and contractors, a temporary easement in, on, under, through, over, and across the Temporary Easement Property for the following purposes: ingress and egress; laying, constructing, installing, inspecting, maintaining, reconstructing, altering, repairing, replacing, operating, improving, modifying, and removing water pipelines and all associated appurtenances; excavating, piling, storing, depositing, spoiling, spreading, and removing excavated dirt, soil, clay, silt, and other materials; storing and removing equipment, materials, and supplies;; and the right to perform any other work reasonably necessary and incidental to the laying, construction, installation, inspection, maintenance, reconstruction, alteration, repair, replacement, operation, improvement, modification, and removal of water pipelines and all associated appurtenances, together with all necessary and reasonable rights of ingress and egress to and from the Temporary Easement Property. Grantee is not responsible for pre-existing environmental contamination or liabilities.

Prior to Grantee digging, scraping, trenching, excavating, removing, disturbing, or relocating any surface dirt, or constructing, laying, or installing any water pipelines or associated appurtenances in, on, under, through, over, or across the Temporary Easement Property, Grantee must obtain the express written approval of Grantor, by and through the City Engineer or designee, approving the location of such work and approving Grantee’s intended plan, layout, and location of any water pipelines and all associated appurtenances.

3. **Term.** Subject to the provisions of Section 4 below, this Easement, and all the rights, privileges, and easements granted in this Easement, will continue for a period of three years from the date of Grantor’s execution, or until Grantee completes the Project, whichever event occurs sooner. However, the parties acknowledge and agree some rights granted under this Easement, including the right to excavate, pile, store, deposit, spoil, spread, or remove excavated dirt, silt, or other materials on or from the Temporary Easement Property, may result in permanent alterations of the Temporary Easement Property.

4. **Future Permanent Pipeline Easement.** The parties agree as a condition to termination of this Easement, Grantor shall first grant a permanent pipeline easement to Grantee upon 1.) completion of initial construction of the portion of the Project located on the Temporary Easement Property and 2.) completion of an “as-built” survey of the improvements constructed by Grantee on the Temporary Easement Property in substantially the similar form as the Pipeline Easement attached hereto as **Exhibit A** (the “Pipeline Easement”). The parties further agree the legal description in the Pipeline Easement shall be for a strip of land 30 feet in width, measured as 15 feet on each side of the center of the water pipeline, as determined by a survey to be completed by Grantee at Grantee’s sole discretion and expense. This Easement shall automatically terminate upon recording of the Pipeline Easement in the office of the Cass County Recorder.

5. **Grantee to Provide Meter Pit and Meter.** Grantee agrees to install and pay for a minimum of 60% of the cost of the meter pit and meter. Grantor understands that a previous agreement states the Grantor is responsible for the cost of the meter pit and meter. Grantor further agrees and understands that the Grantee is paying for the meter pit and meter at this location in lieu of a payment to obtain the easement from the Grantor.

6. **Structures and Personal Property.** Grantee must not disturb, relocate, or otherwise modify any buildings, structures, personal property, or other items currently existing within the Temporary Easement Property. Grantee must undertake all reasonable efforts to work around any buildings, structures, personal property, or other items existing on the Temporary Easement Property as of the date of execution. If Grantee desires to disturb, relocate, or otherwise modify any buildings, structures, personal property, or other items currently existing within the Temporary Easement Property, then Grantee must secure written consent from the Grantor prior to doing so. If Grantee does make such disturbances, relocations, or modifications, then Grantee must restore any changes to the original condition unless otherwise agreed to by Grantor. All such restorations, upon completion, must be approved by Grantor and Grantee hereby agrees to comply with Grantor’s requirements for completing all such restorations.

7. **Grantor’s Use of the Easement Property.** Grantor, its agents, assigns, and lessees, including the Park District, have the right and privilege to use the Temporary Easement Property at any time, in any manner, and for any purpose, including making improvements and adding structures consistent with the current use of the real property as a softball complex or any other similar public uses, including but not limited to improvements generally consistent with goals, purpose, and mission of the Fargo Park District as they relate to providing public, recreational, and community serving facilities. Grantee hereby acknowledges and agrees that Grantor and its lessee currently have a master plan for the real property which includes planting of trees and adding other improvements upon the Temporary Easement Property. Grantee hereby agrees and understands that Grantor and its lessee shall retain such rights provided, however, that Grantor and its agents, assigns, and lessees will provide details concerning future development under the master plan and the parties hereto agree to undertake reasonable efforts to agree upon the location of future trees, landscaping, and other improvements within the Temporary Easement Property.

Grantee hereby further agrees that upon the completion of any maintenance, repairs, or reconstruction of its water pipelines and associated appurtenances, Grantee shall be solely responsible for restoring and replacing all improvements upon the Temporary Easement Property

or otherwise impacted by Grantee's work, and at Grantee's sole expense. Grantee will repair or replace any of Grantor's or lessee's structures, facilities, right of way, or any other property owned by Grantor or lessee damaged by Grantee or as a result of Grantee's use of the Temporary Easement Property, at Grantee's sole cost.

8. **Forbearance or Waiver.** The failure or delay of either party to insist on the timely performance of any of the terms of this Easement, or the waiver of any particular breach of any of the terms of this Easement, at any time, will not be construed as a continuing waiver of those terms or any subsequent breach, and all terms will continue and remain in full force and effect as if no forbearance or waiver had occurred.

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

10. **Severability.** If any court of competent jurisdiction finds any provision or part of this Easement is invalid, illegal, or unenforceable, that portion will be deemed severed from this Easement, and all remaining terms and provisions of this Easement will remain binding and enforceable; however, the parties will reconvene negotiations and will reform or replace any invalid, illegal or unenforceable provision or portion of this Easement with an alternative provision that is enforceable and bears as close resemblance as possible to any provision determined invalid, illegal or unenforceable.

11. **Entire Agreement.** This Easement, together with any amendments, constitutes the entire agreement between the parties regarding the matters described in this Easement, and this Easement supersedes all other previous oral or written agreements between the parties.

12. **Modifications.** Any modifications or amendments of this Easement must be in writing and signed by Grantor and Grantee and must be recorded in the Cass County Recorder's Office.

13. **Representation.** The parties, having been represented by counsel or having waived the right to counsel, have carefully read and understand the contents of this Easement, and agree they have not been influenced by any representations or statements made by any other parties.

14. **Headings.** Headings in this Easement are for convenience only and will not be used to interpret or construe its provisions.

(Signatures appear on the following pages)

CITY OF FARGO, NORTH DAKOTA
a municipal corporation

Joshua Boschee, Mayor

ATTEST:

Angie Bear, Deputy Auditor
on behalf of City Auditor

STATE OF NORTH DAKOTA)
) ss
COUNTY OF CASS)

On this _____ day of _____, 2026, before me, a notary public in and for said county and state, personally appeared **JOSHUA BOSCHEE** and **ANGIE BEAR**, to me known to be the Mayor and Deputy City Auditor, respectively, of the CITY OF FARGO, NORTH DAKOTA, a municipal corporation described in and that executed the within and foregoing instrument, and acknowledged to me that said municipal corporation executed the same.

(SEAL)

Notary Public
Cass County, North Dakota

GRANTEE:

CASS RURAL WATER USERS DISTRICT

BY:

Todd Ellison

Todd Ellison, President

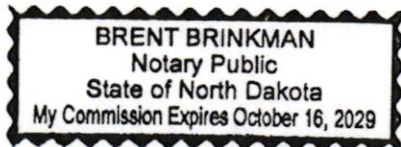
ATTEST:

BY:

Barry Bowman

Barry Bowman, Secretary-Treasurer

On this 26 day of June, 2026, before me, a notary public in and for said county and state, personally appeared **TODD ELISON** and **BARRY BOWMAN**, to me known to be the President and Secretary, respectively, of the CASS RURAL WATER USERS, a municipal corporation described in and that executed the within and foregoing instrument, and acknowledged to me that said municipal corporation executed the same.



(SEAL)

B. Brinkman

Notary Public

Cass County, North Dakota

**THE LEGAL DESCRIPTION CONTAINED
IN THIS DOCUMENT PREPARED BY:**

Jesse Gilbertson, PLS
License Number: LS-41063
AE2S
4050 Garden View Dr. #200
Grand Forks, ND 58201

THIS INSTRUMENT WAS DRAFTED BY:

Lukas D. Andrud
OHNSTAD TWICHELL, P.C.
444 Sheyenne Street, Suite 102
P.O. Box 458
West Fargo, ND 58078

EXHIBIT A
(Pipeline Easement)

REPORT OF ACTION

PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

Type: Reimbursement Request

Location: 2699 65th Avenue South

Date of Hearing: 6/29/2026

<u>Routing</u>	<u>Date</u>
City Commission	7/6/2026
PWPEC File	X
Project File	Rob Hasey

The Committee reviewed the accompanying correspondence from Storm Sewer Utility Engineer, Rob Hasey, regarding a request from Krueger Construction for reimbursement for repair of an over excavated area from a previous borrow site.

The property located at 2699 65th Avenue South was a previously excavated area that was used as a source of flood protection levee materials during the 2009 flood fight. This area was used as a dig and dump area and is identified as an area that will require modified backfill to meet foundation requirements for original ground replacement.

Following past practices and approvals, Staff is recommending approval of payment to Krueger Construction in the amount of \$29,700 for the corrective work at 2699 65th Avenue South.

On a motion by Brenda Derrig, seconded by Ben Dow, the Committee voted to recommend approval of reimbursement to Krueger Construction in the amount of \$29,700 for repair and backfill of the old borrow site located at 2699 65th Avenue South.

RECOMMENDED MOTION

Concur with the recommendations of PWPEC and approve the reimbursement to Krueger Construction in the amount of \$29,700 for repair and backfill of the old borrow site located at 2699 65th Avenue South.

PROJECT FINANCING INFORMATION:

Recommended source of funding for project: Flood Sales Tax

	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

Memorandum

To: Members of PWPEC
From: Rob Hasey, PE Storm Sewer Utility Engineer
Date: June 29, 2026
Re: 2009 Flood Fight Borrow Site/Dig and Dump

Background:

On June 24th, 2026 Krueger Construction contacted the Engineering Department to inform staff that a new home was to be constructed over a previously excavated area that was used as a source of flood protection levee materials during the 2009 flood fight. The property is located at 2699 65th Avenue South. This area was used as a dig and dump area and is identified as an area that will require modified backfill to meet foundation requirements for original ground replacement.

Krueger Construction hired Dirt Wise, LLC to perform a geotechnical analysis and to determine recommendations for soils correction at the proposed structure. Dirt Wise is estimating \$4,300 will be the cost for the analysis and follow up inspections during corrective work. Bottom line is estimating \$25,400 for the corrective work to support the foundation with CDF. The final cost will be brought back to PWPEC if the final cost exceeds the estimated cost. Fund 465 will be the source of funding.

Following past practices and approvals, Staff's recommendation is to reimburse Krueger Construction for work completed by Bottom Line Excavating and Dirt Wise.



Recommended Motion:

Approve the estimated cost of \$29,700.00 to perform the corrective work described in the geotechnical recommendation.

June 28, 2026



Krueger Construction, Inc.
1133-A Harwood Drive South
Fargo, North Dakota 58104

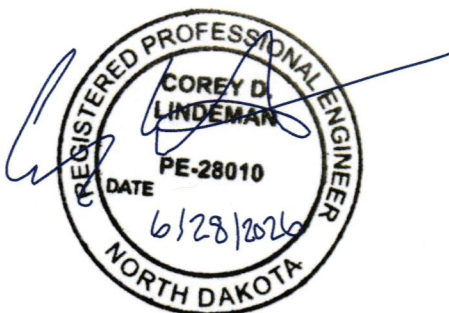
Attn: Mr. Jimmy Tehan
Phone: (701) 630-4753
Email: office@kruegerbuilt.com

Re: Earthwork Observation Report – DW26013
Proposed Residential Home
2699 65th Avenue South
Fargo, North Dakota

Dirt Wise LLC is pleased to present this Earthwork Observation Report for the proposed home located along 65th Avenue South in Fargo, ND. This report summarizes our understanding of the project, the soil conditions encountered during our site visit, and our recommendations for soils corrections of the proposed structure.

Thank you for the opportunity to provide geotechnical observation services for this project. Should you have any questions regarding this report, or if we can be of further assistance, please do not hesitate to contact us.

Sincerely,



Corey Lindeman, PE
Geotechnical Engineer
Dirt Wise, LLC

Project Description

At the request of the Client, Dirt Wise, LLC performed a site visit with visual earthwork observations at the above-referenced residential home site. The project consists of a proposed residential home which includes an attached garage. We understand that living space is planned above the garage area. Our site visit and reporting were based on the scope of work described in the provided Consulting Services Agreement dated June 25, 2026 and authorized by the Mr. Jimmy Tehan the same day.

The purpose of our visit was to visually evaluate the exposed subgrade conditions within the foundation excavations for the garage area and provide recommendations regarding earthwork and foundation preparation for the proposed structure. The main home foundation excavations were not performed prior to our site visit so this report focuses on the garage areas.

Background Information

The City of Fargo (Rob Hasey, PE) provided a photograph of previous excavation activities which occurred in 2009 as part of temporary flood mitigation activities. During that time, we understand that a ditch was excavated parallel to the future alignment of 65th Avenue South. According to the photograph and information provided, the soils were excavated to create a temporary/emergency flood berm and drainage ditch. We understand that once flooding subsided, the excavated clay was placed back into the trench. To our knowledge, there was no laboratory testing of the fill or in-place density or moisture testing performed at the time of trench backfill placement.

Figure 1: Photograph of excavation activities performed by the City of Fargo dated April 17, 2009.



Site Visit Information

At the time of our site visit, the garage foundation areas had already been excavated to planned grade (Figure 1). Additionally, a deeper center excavation was performed for the sewer drain installation. Based on the exposed excavation wall cuts, onsite soils appeared to consist of approximately 1/2 to 1 foot of topsoil underlain by various fat clays which were brown and gray in color. The exposed subgrade soils within the base of the northeast corner footing excavations consists of native, inorganic gray and brown fat clays. Geologically, these soils appeared to be consistent with upper Alluvial and Sherack Formation deposits commonly encountered in the Fargo area.

Much of the remaining exposed subgrade soils within the footing excavations appeared to consist of fat clay fill (Figure 2) which varied from brown to gray with some areas of dark gray (topsoil) blended in as illustrated in Figure 3 below. Standing groundwater was observed within the deeper portion of the excavation which was observed to be approximately 7 to 8 feet below the surrounding grade.

Figure 1: Photograph of garage footing excavations facing southwest taken during our site visit on June 26, 2026.

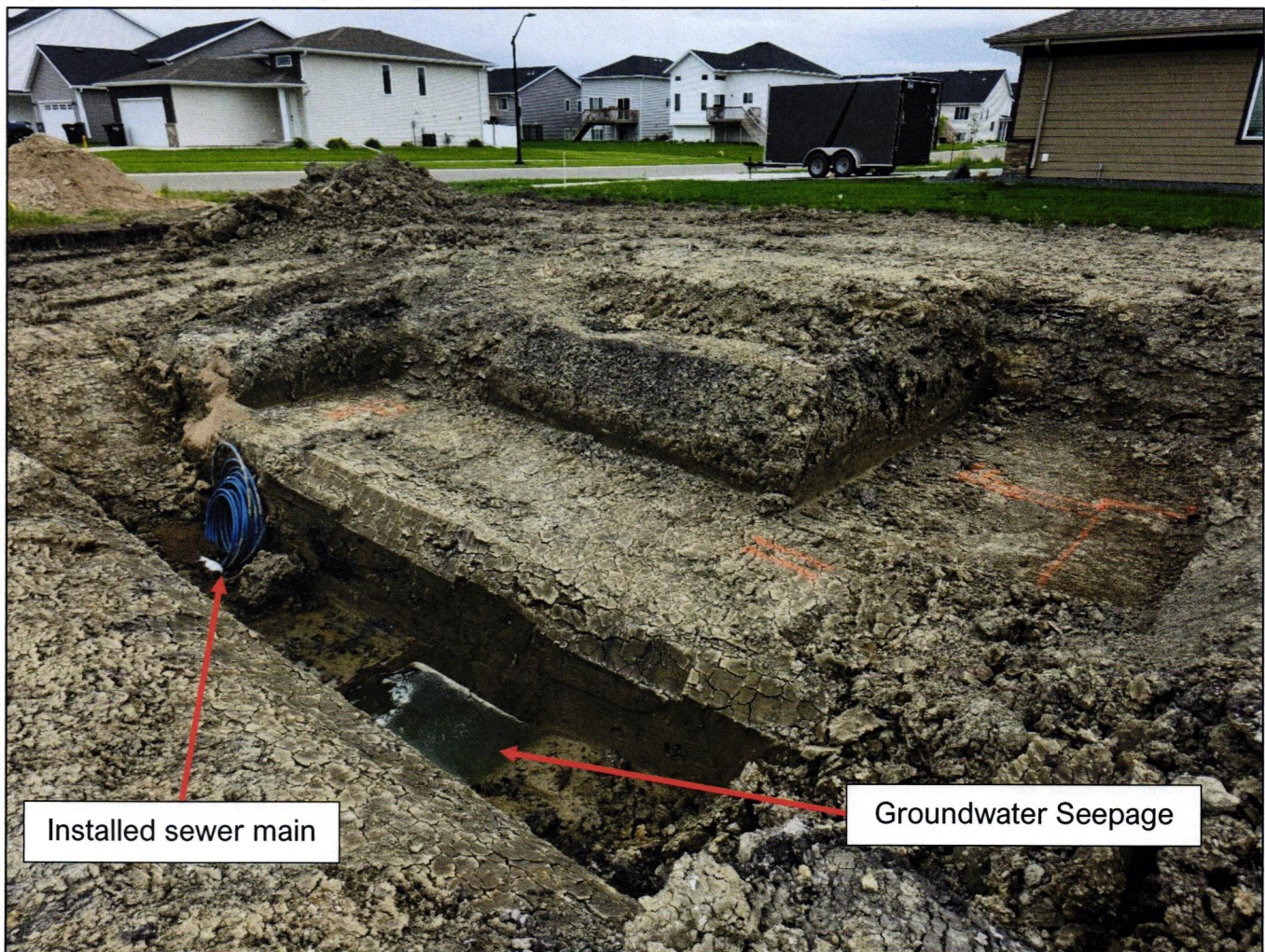
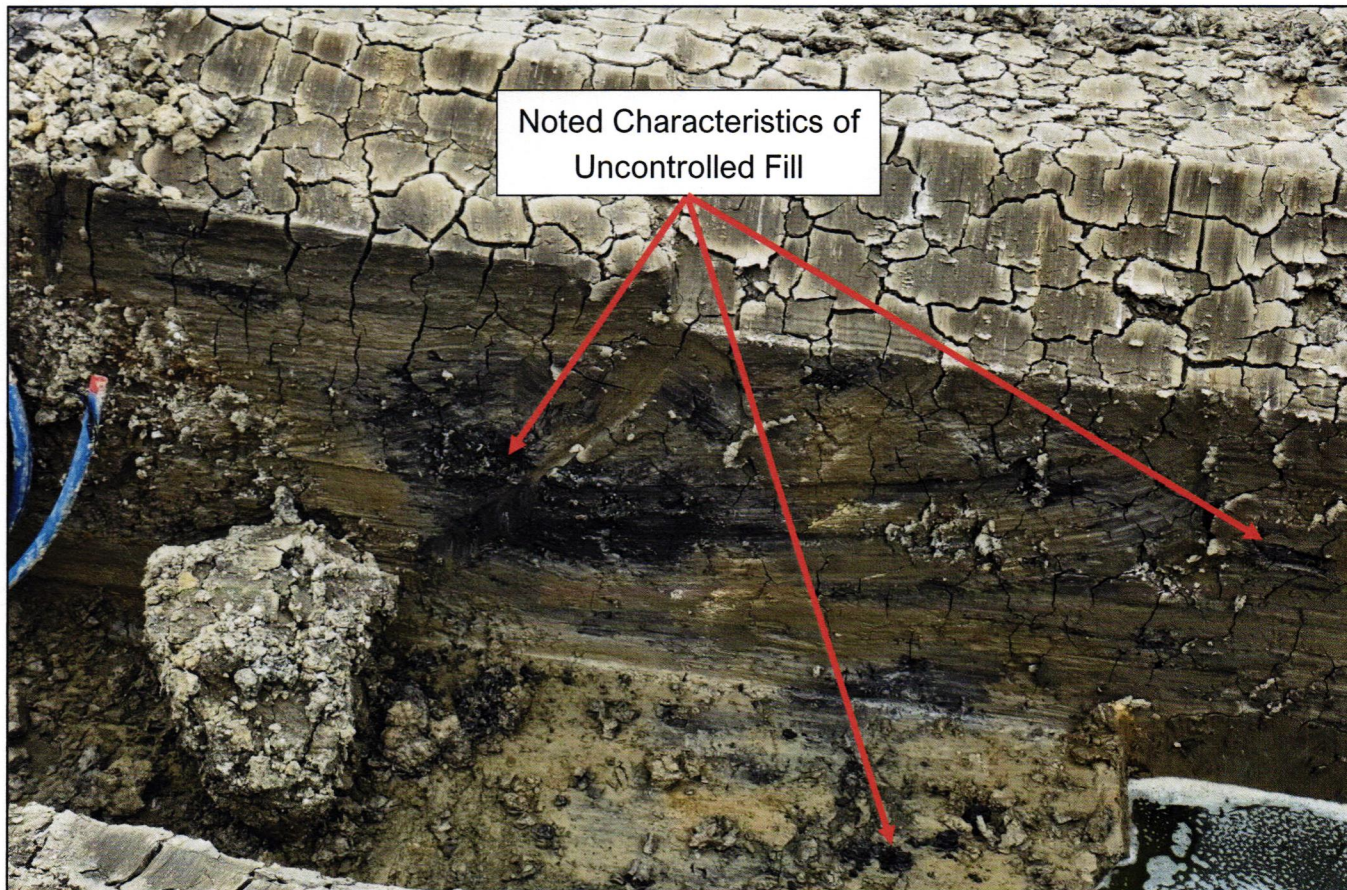


Figure 2: Close up photograph of uncontrolled fill soils observed during our site visit on June 26, 2026.



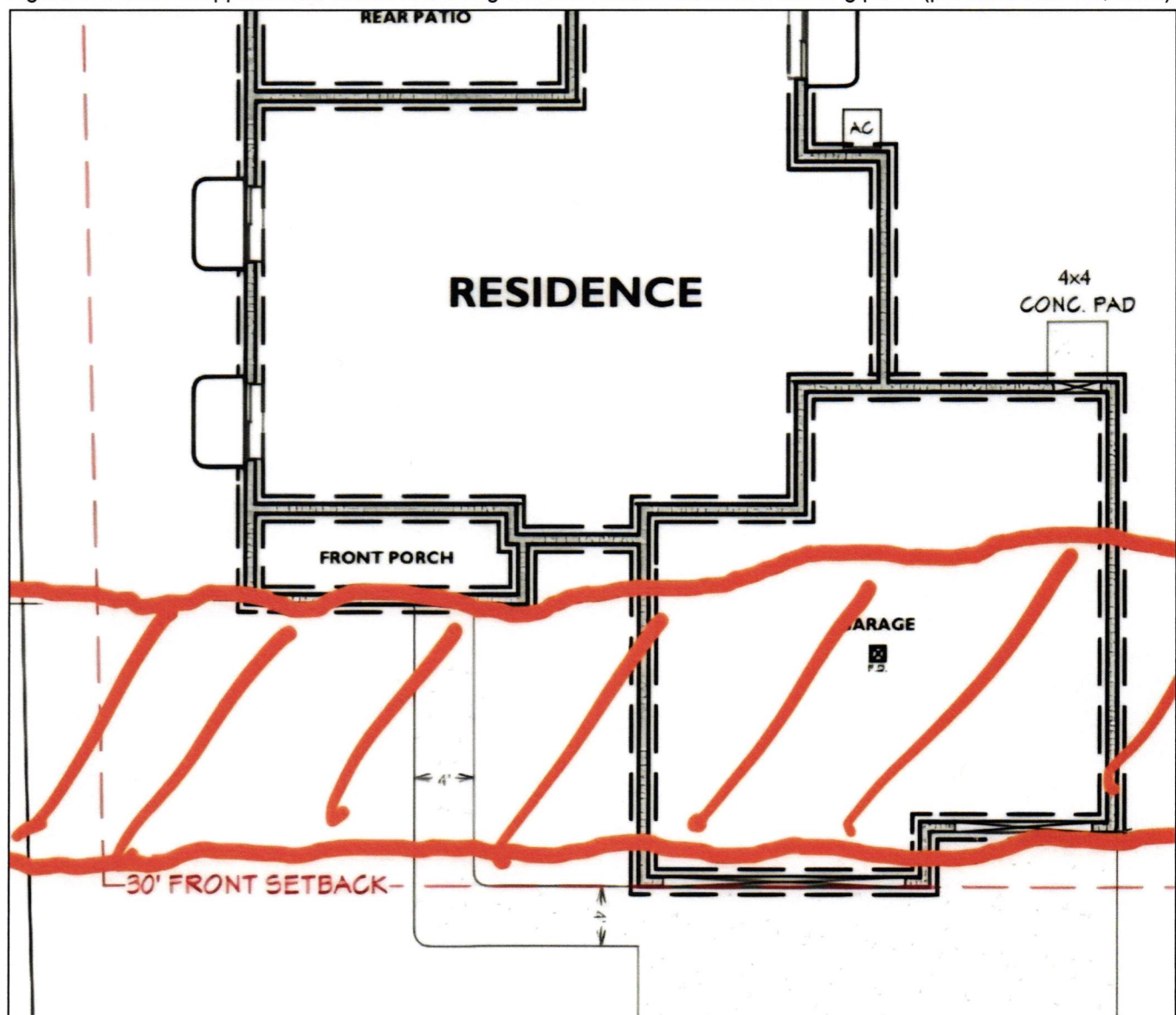
Figure 3: Photograph of center excavation facing west taken during our site visit on June 26, 2026.



Recommendations and Conclusions

Based on our visual observations, hand probing, and provided past information for the site, the exposed subgrade soils within the garage excavation appeared to consist of a mixture of native fat clay and previously placed fat clay fill. Because there is no known documentation of moisture-density testing of the encountered fill, the fill observed at the site is considered as uncontrolled fill. The approximate extent of the fill within the garage footprint is illustrated in Figure 4 below. The rough sketch was provided by Bottomline Excavating, Inc., which was confirmed by Dirt Wise during our onsite observations.

Figure 4: Sketch of approximate extent of existing trench backfill overlain with building plans (provided June 26, 2026)



The uncontrolled fill appeared soft to reasonably firm (based on relative effort to insert a basic steel probe rod up to approximately 30 inches) and visually moist near the planned foundation excavation bottom; however, fill materials observed in the deeper sewer drain trench appeared saturated and very soft, likely due to the presence of shallow groundwater observed at the site.

Although uncontrolled, the observed fill appears capable of supporting the anticipated light slab loading (less than approximately 500 psf) within the garage floor slab areas and, in our opinion, may remain in place beneath slab-on-grade areas. However, because there is a higher risk of potential long-term settlement or differential movement within more heavily loaded foundation areas, we recommend the uncontrolled fill within these areas be removed to expose competent native fat clay soils and replaced with suitable materials prior to foundation construction.

Based on the below considerations, we recommend that the undocumented fill beneath the proposed garage foundations be removed and replaced with controlled density fill (CDF).

- Narrow width and depth of the required excavation needed to remove the undocumented fill.
- Presence of shallow groundwater and the potential for seepage into the excavation.
- Difficulty of properly placing and compacting engineered granular fill on saturated or softened native fat clays while minimizing disturbance of the exposed subgrade.
- Additional excavation width required to laterally overexcavate footing excavations when supporting foundations on engineered granular fill (minimum 8 inches horizontally for each 1 foot of engineered fill thickness).

We recommend that the CDF consist of a low-strength, self-consolidating flowable fill intended for structural backfill applications with a target 28-day compressive strength of approximately 50 to 100 psi and generally not exceeding 150 psi to facilitate potential future excavation. Prior to CDF placement, any standing groundwater should be removed to allow confirmation that all undocumented fill has been removed and that the excavation bottom and sidewalls consist of native inorganic fat clays. Dirt Wise should be notified to observe the excavation after completion of the overexcavation and prior to placement of the CDF. The CDF supplier shall certify that the delivered mix conforms to the approved mix design.

No soil corrections are required for foundation areas where native fat clay deposits commonly used to support residential foundations in the Fargo-Moorhead area were encountered.

Local fat clay soils are susceptible to volume changes when subjected to significant moisture fluctuations which result in shrinking upon drying and swelling upon wetting. Dry soils, which get left in place and covered by concrete, can re-hydrate over time and swell. This swelling often has the capability of lifting/cracking concrete slabs and foundations, so it is critical to remove overly dry clays below foundations and floor slabs prior to placement of engineered fill or concrete, as needed.

If heavy rain events occur prior to pouring concrete, we recommend that any standing water be removed (typically using a sump pump is sufficient) and any areas that become softened prior to concrete or engineered fill placement should be removed and replaced with suitable materials. Wet fat clays are easily disturbed so care needs to be taken to minimize disturbance of the supporting soils beneath foundations and floor slabs. The exposed subgrade soils should be protected from excessive drying, saturation, freezing, rutting, pumping, or other disturbance prior to concrete or engineered fill placement.

Subgrade soils should be maintained in a moist condition and should not be allowed to dry excessively. If the exposed soils become softened, disturbed, excessively dry, frozen, or otherwise altered from the conditions observed during our visit, we should be contacted to perform additional observations and provide recommendations prior to foundation or slab placement, as needed.

Limitations and Conditions

This report documents conditions observed during a limited site visit and should not be construed as a certification of site conditions or a guarantee of future performance. Construction means, methods, sequencing, and quality control remain the responsibility of the contractor. It is the contractor's responsibility to notify Dirt Wise, LLC if site conditions differ from those observed during our visit which may warrant additional site visits. No guarantee is expressed or implied regarding future site performance, and Dirt Wise, LLC cannot be responsible for changes in subsurface conditions that occur after completion of our observations.

This report is based solely upon visual observations made during our site visit and does not constitute a comprehensive geotechnical exploration or construction testing program. Conditions observed during our visit represent a snapshot in time and may change due to weather, construction activities, groundwater fluctuations, or other factors beyond our control.

No evaluation of allowable bearing capacity, settlement estimations, long-term groundwater conditions, or other geotechnical design parameters was performed as part of this scope of services. If subsurface information is required for design, construction, or risk evaluation purposes, a site-specific geotechnical investigation should be performed.

BottomLine Excavating
301 7th St NW, #1A
West Fargo, ND 58078
bottomlineex@hotmail.com

Estimate

ADDRESS
Krueger Construction

ESTIMATE # 1512
DATE 06/26/2026

ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
CDF	2699 65th Ave S Fargo Borrow pit repair			
	Estimated cubic yards of CDF to replace backfill from borrow for city levee build.	115	200.00	23,000.00
	3 garage footings. 57 CYDs			
	1 Stoop footing. 18 CYDs			
Equipment	Replace backfill under sewer line. 5 CYDs			
Exclusions	Estimated excavator time to dig out backfill.	12	200.00	2,400.00
	Excludes	1	0.00	0.00
	-Testing.			
	-Surveying.			
	-Staking.			
	-Frost or load restrictions.			
	-Corrections for poor soils or contaminated soil.			
	-Storm water management.			
	-Relocating utilities.			
	-Finish grading.			
	-Seeding.			

TOTAL \$25,400.00

Accepted By

Accepted Date

APPROVED

By the Board of City Commissioners

CONTRACT

THIS AGREEMENT, made and entered into this April 27, 2026, between the City of Fargo (a Municipal Corporation, under the laws of North Dakota) by the City Commission, hereinafter called the City, and CC Steel, LLC, hereinafter called the Contractor.

Contractor is hereby awarded the Contract to construct Sanitary Sewer and Storm Sewer Lining, Improvement District, UR-26-F1 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 Sanitary Sewer and Storm Sewer Lining, Improvement District No. UR-26-F1 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:

<u>Percentage of Completion</u>	<u>Percentage Retained</u>
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:

CITY OF FARGO (a Municipal Corporation)

Angie Bear
Deputy Auditor on behalf of City Auditor

by _____ (CITY SEAL)
Mayor of the City of Fargo

by _____ (SEAL)

by: Kevin M. Teio, Vice President
CC Steel, LLC

APPROVED AS TO FORM

20____

CITY ATTORNEY

APPROVED

By the Board of City Commissioners

CONTRACT BOND

Bond No. 3306206

KNOW ALL PERSONS BY THESE PRESENTS: That we,
CC Steel, LLC (hereinafter called the principal),
The Cincinnati Insurance Company (hereinafter called the surety),
are held firmly bound unto
The City of Fargo (hereinafter called the owner), in the sum of
\$2,214,788.00, 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 April 27, 2026, entered
into a contract with the owner for

Sanitary Sewer and Storm Sewer Lining, Improvement District No. UR-26-F1 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.

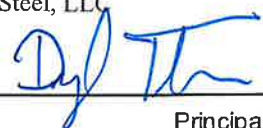
PROVIDED, that any alterations which may be made in the terms of the contract, or in the work to be done
under it, or giving by the owner of any extension of time for the performance of the contract, or any other
forbearance on the part of either the owner or the principal to the other shall not in any 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 27th day of April, 20 26.

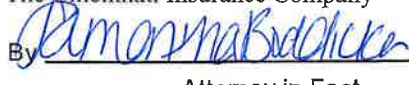
WITNESSES:


As to Principal

CC Steel, LLC

By _____
Principal

The Cincinnati Insurance Company

By _____
Attorney-in-Fact

Samantha Boddicker

(Acknowledgement by both principal and surety required.)

APPROVED AS TO FORM

20

CITY ATTORNEY

ACKNOWLEDGEMENT OF SURETY

STATE OF Minnesota)

) ss

COUNTY OF Hennepin)

On this 27th day of April in the year 2026 before me,

Sean William McBride

, a Notary Public, personally appeared

Samantha Boddicker

, known to me (or proved to me on the oath

of _____) to be the person who is described in and whose name is

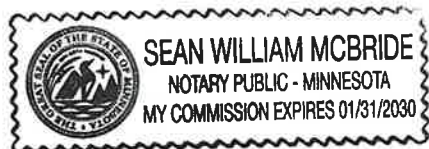
subscribed to the within instrument as the attorney-in-fact of The Cincinnati Insurance Company and

acknowledged to me that they subscribed the name of Samantha Boddicker thereto as
surety and their own name as attorney-in-fact.

(SEAL)

Sean William McBride

Notary Public



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 _____)

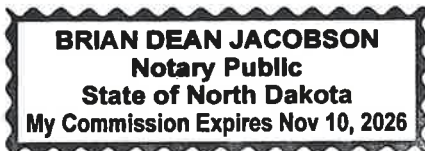
) ss

COUNTY OF Cass _____)

On this 27 day of April in the year 2026 before me,
Brian Jacobson, a Notary Public, personally appeared
Dylan Thompson, 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)

Brian Dean Jacobson
Notary Public



THE CINCINNATI INSURANCE COMPANY
THE CINCINNATI CASUALTY COMPANY

Fairfield, Ohio

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That THE CINCINNATI INSURANCE COMPANY and THE CINCINNATI CASUALTY COMPANY, corporations organized under the laws of the State of Ohio, and having their principal offices in the City of Fairfield, Ohio (herein collectively called the "Companies"), do hereby constitute and appoint

Carl Godziek; Sean McBride; Samantha Boddicker; Lauren Tjaden; Jordan Edwards and/or Emily Peterson

of Bloomington, Minnesota

their true and legal Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and deliver on behalf of the Companies as Surety, any and all bonds, policies, undertakings or other like instruments, as follows:

Any such obligations in the United States, up to
Ten Million and No/100 Dollars (\$10,000,000.00).

This appointment is made under and by authority of the following resolutions adopted by the Boards of Directors of The Cincinnati Insurance Company and The Cincinnati Casualty Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the President or any Senior Vice President be hereby authorized, and empowered to appoint Attorneys-in-Fact of the Company to execute any and all bonds, policies, undertakings, or other like instruments on behalf of the Corporation, and may authorize any officer or any such Attorney-in-Fact to affix the corporate seal; and may with or without cause modify or revoke any such appointment or authority. Any such writings so executed by such Attorneys-in-Fact shall be binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company.

RESOLVED, that the signature of the President or any Senior Vice President and the seal of the Company may be affixed by facsimile on any power of attorney granted, and the signature of the Secretary or Assistant Vice-President and the Seal of the Company may be affixed by facsimile to any certificate of any such power and any such power of certificate bearing such facsimile signature and seal shall be valid and binding on the Company. Any such power so executed and sealed and certified by certificate so executed and sealed shall, with respect to any bond or undertaking to which it is attached, continue to be valid and binding on the Company.

IN WITNESS WHEREOF, the Companies have caused these presents to be sealed with their corporate seals, duly attested by their President or any Senior Vice President this 16th day of March, 2021.



STATE OF OHIO)SS:
COUNTY OF BUTLER)

THE CINCINNATI INSURANCE COMPANY
THE CINCINNATI CASUALTY COMPANY

Stephen A. Ventre

On this 16th day of March, 2021 before me came the above-named President or Senior Vice President of The Cincinnati Insurance Company and The Cincinnati Casualty Company, to me personally known to be the officer described herein, and acknowledged that the seals affixed to the preceding instrument are the corporate seals of said Companies and the corporate seals and the signature of the officer were duly affixed and subscribed to said instrument by the authority and direction of said corporations.



Keith Collett
Keith Collett, Attorney at Law
Notary Public – State of Ohio
My commission has no expiration date.
Section 147.03 O.R.C.

I, the undersigned Secretary or Assistant Vice-President of The Cincinnati Insurance Company and The Cincinnati Casualty Company, hereby certify that the above is the Original Power of Attorney issued by said Companies, and do hereby further certify that the said Power of Attorney is still in full force and effect.

Given under my hand and seal of said Companies at Fairfield, Ohio, this 27th day of April, 2026



Ed H



**NOTICE OF AWARD
SANITARY SEWER AND STORM SEWER LINING
IMPROVEMENT DISTRICT NO. UR-26-F1**

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

Date April 27, 2026
Project Manager Shane Geraghty
Contractor CC Steel, LLC

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	FINAL COMPLETION PER
		CALENDAR DAY	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.

A handwritten signature in black ink, appearing to read 'TKO', written over a horizontal line.

Tom Knakmus, City Engineer

C: Shane Geraghty

ACORD™

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

05/02/2026

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 any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER USI Insurance Services, LLC 8000 Norman Center Drive Suite 400 Bloomington, MN 55437		CONTACT NAME: April Goodman PHONE (A/C, No, Ext): 612 509-2072 E-MAIL ADDRESS: april.goodman@usi.com FAX (A/C, No): 610-537-1954															
INSURED CC Steel, LLC 5303 Creekview Green Maple Plain, MN 55359		<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A : Cincinnati Insurance Company</td> <td>10677</td> </tr> <tr> <td>INSURER B : Cincinnati Indemnity Company</td> <td>23280</td> </tr> <tr> <td>INSURER C : Nautilus Insurance Company</td> <td>17370</td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </tbody> </table>		INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Cincinnati Insurance Company	10677	INSURER B : Cincinnati Indemnity Company	23280	INSURER C : Nautilus Insurance Company	17370	INSURER D :		INSURER E :		INSURER F :	
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INSURER C : Nautilus Insurance Company	17370																
INSURER D :																	
INSURER E :																	
INSURER F :																	

COVERAGES

CERTIFICATE NUMBER: 54022260

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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☐ LOC OTHER:	Y	Y	EPP0429040	03/11/2026	03/11/2027	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$500,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
A	AUTOMOBILE LIABILITY ☒ ANY AUTO OWNED AUTOS ONLY ☒ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS NON-OWNED AUTOS ONLY	Y	Y	EBA0429040	03/11/2026	03/11/2027	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	☒ UMBRELLA LIAB ☒ EXCESS LIAB CLAIMS-MADE DED ☒ RETENTION \$10,000			EPP0429040	03/11/2026	03/11/2027	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☒ N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y	EWC0447721	03/11/2026	03/11/2027	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
A	Leased/Rent Equip			EPP0429040	03/11/2026	03/11/2027	\$500,000
A	Install Floater			EPP0429040	03/11/2026	03/11/2027	\$1,200,000
C	Poll/Professional			CPP204000713	03/11/2026	03/11/2027	\$1M-Each Claim/\$2M-Agg

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The Following Endorsement (s) Apply to the Certificate Holder and Projects (s) Listed Below When Required by Written Contract: General Liability - Form GA233 (09/20) Blanket Additional Insured/Blanket Waiver of Subrogation: // Business Auto-Form AA288 (06/20) /Blanket Additional Insured, Blanket Waiver of Subrogation and Primary and Non Contributory // Work Comp Blanket Waiver of Subrogation Form WC 00 03 13 (04/84)

(See Attached Descriptions)

CERTIFICATE HOLDER City of Fargo 225 4th Street North Fargo, ND 58104	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 
--	--

DESCRIPTIONS (Continued from Page 1)

Description of Operations:

Project:

Improvement District UR-26-F1
Sanitary & Storm Sewer Lining



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: July 1, 2026

FAHR did not meet on June 29th; however, we are providing the following for your consideration.

Receive & File: General Fund – Sales Tax update

Action Needed: Police Department – Accept donation and related Budget Adjustment

Public Health – Grant amendment for G25.354A

Public Works – Extend Highway Salt Contract (RFP25165)

City of Fargo

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

Data as of 7/1/2026

Payment Date	Collection Month	County Amount	County Collections	County Growth %	2% Sales Tax				
					PSST Amount	Infra & FC Amount	Infra & FC Collections Total Amount	City Total Amount	City Growth %
			7,279,487.96	12.23%			20,900,777.48	23,513,374.65	5.29%
	Dec-26	-			-	-			
	Nov-26	-			-	-			
	Oct-26	-			-	-			
	Sep-26	-			-	-			
	Aug-26	-			-	-			
	Jul-26	-			-	-			
	Jun-26	-			-	-			
	May-26	-			-	-			
6/22/2026	Apr-26	1,624,663.49			568,289.22	4,546,313.81			
5/21/2026	Mar-26	2,106,649.76			753,481.55	6,027,852.45			
4/22/2026	Feb-26	1,991,327.23			736,819.60	5,894,556.81			
3/21/2026	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			\$ 172,111,743				\$ 516,770,184		



FARGO POLICE DEPARTMENT

A SAFE AND UNIFIED COMMUNITY BUILT ON TRUST, ACCOUNTABILITY AND INCLUSION

OFFICE OF THE CHIEF

MEMORANDUM

To: FAHR Committee and City Commissioners

From: Lt. Nick Kjonaas

Date: June 24, 2026

RE: Fargo Police Foundation Donation and Partnership for the 2026 Fargo Police Community Picnic

Dear City Commissioners,

The Fargo Police Department respectfully requests approval to accept a donation and partnership with the Fargo Police Foundation in support of the 2026 Fargo Police Community Picnic, scheduled for Wednesday, August 12 at Broadway Square in Downtown Fargo.

Purpose of the Donation:

The Fargo Police Community Picnic is one of the department's most significant annual community engagement events, drawing an estimated 1,500–2,000 attendees each year. The event fosters positive connections between officers and residents while supporting transparency, engagement, and relationship-building.

The Fargo Police Foundation has offered their partnership and financial support to help cover event operational needs and the development of durable, co-branded community outreach materials used not only at the picnic but throughout the year.

Donation Allocation:

- Fargo Police Foundation Donation: \$11,000
 - \$4,000 – Core Event Operations
 - \$7,000 – Premium Co-Branded Promotional Item Package

Impact of Partnership/Donation:

This partnership will:

- Strengthen positive community engagement at the event and throughout the year
- Support long-term outreach through reusable promotional materials
- Highlight the positive investments made by the Foundation in community-focused initiatives

Recommended Motion:

We respectfully request a motion to accept the Fargo Police Foundation's donation and partnership in support of the 2026 Fargo Police Community Picnic. This contribution will meaningfully enhance the department's ability to connect with the public through this important annual event.

- Accept the \$11,000 donation into revenue account = **101-000-365-85-00**
- Utilize identified expense account line = **101-5045-411.34-20**
- **PD95** = project code to track all expenses related to the Fargo Police Community Picnic

Thank you for your consideration.

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: Police Department

REQUESTED BY: Lt. Nick Kjonaas

PROJECT NUMBER : PD95

DATE PREPARED: 6/24/2026

DESCRIPTION OF REQUEST:

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

Fargo Police Foundation Donation and Partnership for the 2026 Fargo Police Community Picnic

REVENUE ACCOUNT NUMBER:	CURRENT BUDGET	REQUESTED ADJUSTMENT	NEW BUDGET
101-000-365-85-00		\$ 11,000	= \$ 11,000
			= \$ -
	+		= \$ -
	+		= \$ -
TOTAL REVENUE ADJUSTMENTS:		\$ 11,000	

EXPENSE ACCOUNT NUMBER:	CURRENT BUDGET	REQUESTED ADJUSTMENT	NEW BUDGET
101-5045-411.34-20		\$ 11,000	= \$ 11,000
			= \$ -
	+		= \$ -
	+		= \$ -
	+		= \$ -
	+		= \$ -
	+		= \$ -
TOTAL EXPENSE ADJUSTMENTS:		\$ 11,000	

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#	_____



M E M O R A N D U M

TO: BOARD OF CITY COMMISSIONERS

FROM: JENN FAUL 
DIRECTOR OF PUBLIC HEALTH

DATE: JUNE 29, 2026

**RE: GRANT AGREEMENT AMENDMENT FOR WOMEN, INFANT
AND CHILDREN (WIC).
NO: G25.354A CFDA: 10.557
FUNDS: \$159,000
EXPIRES: 09/30/2026**

The attached grant award amendment from North Dakota Department of Health and Human Services for Women, Infant and Children (WIC) provides an additional \$159,000 for the program to continue being provided at Fargo Cass Public Health.

REVENUE

101-0000-331-12-29 \$171,000

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

Suggested Motion:

Move to approve this notice of grant award from ND Department of Health and Human Services.

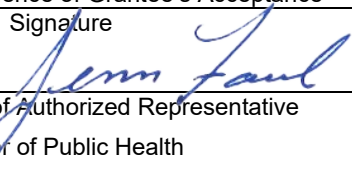
JF/lls
Attachment



NOTICE OF GRANT AWARD

NORTH DAKOTA DEPARTMENT OF HEALTH AND HUMAN SERVICES

SFN 53771 (05-2025)

Grant Number G25.354A	CFDA Name Special Supplemental Nutrition Program for Women, Infants, and Children		CFDA Number 10.557
FAIN Number 263ND707W1003	Grant Type (Check One) ☒ Program ☐ R&D	Grant Start Date 10/1/2025	Grant End Date 9/30/2026
Federal Award Date 10/01/2025	Federal Awarding Agency United States Department of Agriculture (USDA)		
This award is not effective and expenditures related to this award should not be incurred until all parties have signed this document.			
Title of Project/Program Women, Infant and Children (WIC)		North Dakota Department of Health and Human Services (NDDHHS) Project Code: 4551 S317-OC-00 31	
Grantee Name Fargo Cass Public Health		Project Director Amanda Varriano	
Address 1240 25 th St. S		Address 600 East Boulevard, Dept. 325	
City/State/ZIP Code Fargo, ND 58103		City/State/ZIP Code Bismarck, ND 58505-0250	
Contact Name Kim Vance		Contact Name Amanda Varriano	
Telephone Number 701-277-1455		Telephone Number 701-328-2496	
Email Address KVance@FargoND.com		Email Address alvarriano@nd.gov	
	NDDHHS Cost Share	Grantee Cost Share	Total Costs
Amount Awarded	\$159,000	\$0	\$159,000
Previous Funds Awarded	\$615,000	\$0	\$615,000
Total Funds Awarded	\$774,000	\$0	\$774,000
Indirect Rate (Check One)	☒ Subrecipient waived indirect costs	☐ De minimis rate of % (limited to 15%)	☐ Negotiated/Approved rate of %
Scope of Service This amendment provides additional funding of \$159,000 for routine desktop computer replacements and for the continued support of the scope of service requirements for ongoing operations of WIC services of the original agreement.			
Reporting Requirements All reporting requirements of the original agreement remain the same.			
Special Conditions None.			
This Notice of Grant Award is subject to the terms and conditions incorporated either directly or by reference in the following: (1) Requirements Addendum and Grantee Assurances for Notice of Grant Awards issued by the NDDHHS as signed by Grantee for the period of July 1, 2025 to June 30, 2027 [Finance Use Only: ☒ Requirements Received; ☐ Questionnaire received] and (2) applicable State and Federal regulations.			
Evidence of Grantee's Acceptance		Evidence of NDDHHS Acceptance	
Date 06/25/2026	Signature 	Date	Signature
Typed Name/Title of Authorized Representative Jenn Faul, Director of Public Health		Typed Name/Title of Authorized Representative Deanna Askew, Unit Director Family Health & Wellness	
Date	Signature	Date	Signature
Typed Name/Title of Authorized Representative Timothy J. Mahoney, Mayor, City of Fargo		Typed Name/Title of Authorized Representative Donna Aukland, Chief Financial Officer	
ATTEST: _____ Angie Bear, Deputy City Auditor			

If attachments are referenced, they must be returned with the signed award.
If you did not receive attachments as indicated, contact the Program Director identified above.

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 :	HE27
DATE PREPARED:	6/24/2026	CFDA	10.557
DESCRIPTION OF REQUEST:	This is an amendment to the current Notice of Grant Award G25.354A in the amount of \$159,000 ending 9/30/26. The award is for ongoing operations and the purchase of computer replacements, printers, and supplies. Budget for 2026 was \$603,000. The remaining funds will cover existing payroll expense.		

REVENUE ACCOUNT NUMBER:	CURRENT BUDGET	REQUESTED ADJUSTMENT	NEW BUDGET
101-0000-331-12-29	\$ 603,000	\$ 171,000	\$ 774,000
		+	= \$ -
TOTAL REVENUE ADJUSTMENTS:		\$ 171,000	

EXPENSE ACCOUNT NUMBER:	CURRENT BUDGET	REQUESTED ADJUSTMENT	NEW BUDGET
101-6090-451-33-29 Interpreters	\$8,000	\$7,000	= \$ 15,000
101-6090-451-34-15 Computer Services	\$ 300	\$ 1,054	= \$ 1,354
101-6090-451-61-10 Office Supplies	\$ 1,500	\$ 10,000	= \$ 11,500
101-6090-451-61-20 Medical Supplies	\$ 8,000	+ \$ 5,000	= \$ 13,000
		+	= \$ -
TOTAL EXPENSE ADJUSTMENTS:		\$ 23,054	

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#

MEMORANDUM

TO: CITY COMMISSION

FROM: BEN DOW

DATE: June 24, 2026

RE: AUTHORIZATION TO EXTEND THE 2025/2026 HIGHWAY DEICING
SALT CONTRACT WITH COMPASS MINERALS (RFP25165)

As part of the 2025/2026 Highway Deicing Salt Request for Proposal (RFP), language was included that allowed the contract to be extended for an additional two years.

Compass Minerals recently contacted Public Works staff to inquire whether the City wished to proceed with a contract extension for the 2026/2027 snow season. The per-ton cost under the 2025/2026 winter contract was \$122.44 delivered. Through negotiations with Compass Minerals, a proposed rate of \$126.07 per ton has been reached for the 2026/2027 season. This represents a 3% increase, or a total additional cost of \$14,520.00 for the 4,000 tons of salt ordered annually. The proposed increase aligns with the pricing included in the RFP issued in May 2025.

Given the minimal price increase and consistency with prior pricing expectations, I recommend approving the contract extension for the 2026/2027 winter season.

RECOMMENDED MOTION:

Authorize the extension of the 2025/2026 Highway Deicing Salt contract with Compass Minerals America Inc. for the 2026/2027 snow season at a price of \$126.07 per ton (RFP25165).



Date: Jun 25, 2026

Document: 1006398

Tel:

Fax:

Email:

Customer#: CH702863

Preferred: Email

Delivery Lead Time: 5 day(s)

Sold-To ("Buyer"):

CITY OF FARGO
CITY HALL 402 23RD ST N
FARGO, ND 58102

Compass Minerals America Inc. ("Seller")/ Quotation for bulk de-icing salt(the "Product")

Line #	Quantity (TN)	Delivery Location	Price Per TN(USD)	Depot Info
20	4,000 (Seasonal) 1,000 (Max Supply)	Fargo, ND City of Fargo 4000 36th Avenue S. FARGO, ND 58104 Destination #: CSH971772	\$126.07 (Seasonal) \$126.07 (Max Supply) Delivered	Depot: 20625-DULUTH - HALLETT Product: HWY DEICING ROCK SALT GM Mode of Transport: DMP Distance: 252.2 Miles

Buyer commits to purchasing 100% of the total Quantity listed above and to commence receiving deliveries of the Product no later than December 31. Seller may decline any orders for any reason impacting its ability to ship the Product, including (but not limited to) the availability of the Product, conditions at the terminal or production facilities, or weather conditions. The Buyer will be invoiced for any tons not taken up to the 100% (unless Seller has declined to deliver those tons).

Price(s) effective through Jul 31, 2027

Supply of Product hereunder is subject to the terms and conditions set forth in this Quotation and the included Terms and Conditions of Sale. In the event of any direct conflict between the terms and conditions in this Quotation and the included Terms and Conditions of Sale, the terms and conditions of this Quotation with control.

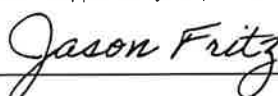
Terms are NET 30 days from shipment with approved credit.

Special Terms :

- * This Quotation is open for acceptance for 30 days following date of issue, and supersedes any and all previous proposals and contracts. This Quotation must be signed indicating acceptance to be valid.
- * Delivered price(s) via dump and based on full truck load quantities.
- * Minimum 24 hours' notice required for pick up orders. Requested DELIVERY dates and times cannot be guaranteed during peak periods or adverse weather conditions.
- * Seller does not commit to a specific delivery lead time. Any lead time or amount specified above is an estimated target only.
- * Product availability is at Seller's discretion and may take into account the delivery dates, pick-up dates and quantities of past purchases.
- * Product is for bulk end use only and is not intended for blending or packaging without prior consent.
- * Applicable taxes extra
- * Compass Minerals America Inc. has no obligation to store the Product after 31 Mar , but if it chooses to make storage available it will be for a fee of \$5 per month per ton.
- * To the extent permitted by applicable law, Seller may charge a fee of up to 3% for payments by credit card.

Thank you for the opportunity to quote on your bulk de-icing salt needs.

Accepted By:



Jason Fritz
Highway Sales Manager
Compass Minerals America Inc.

Signature : _____
Title : _____
Name : _____
Date : _____

Memorandum

To: Board of City Commissioners
From: Bekki Majerus, Director of Facilities Management
Date: July 6th, 2026
Re: Bid Award and Contract for Boiler Replacement – Fargo Cass Public Health (RFP26194)

Dear Commissioners:

An RFP was posted on June 2nd, 2026, to replace two boilers that are failing at Fargo Cass Public Health. A mandatory site visit was required before bidding on this project. Two contractors attended the mandatory site visit. Bids were opened at 11:00am on June 25th, 2026. One bid was received from a contractor who attended the site visit.

The bid was from J-Tech Mechanical for \$329,500.00. This was within the cost that had been estimated originally for this project. The project has been anticipated and funding set aside via proceeds from the 2024G Bond Issue.

Facilities Management is requesting the City Commission's approval to award the project to J-Tech Mechanical.

Attachments: Award Recommendation, Scoring Summary, Contract

Recommended Action:

Move to approve the bid award and contract to J-tech Mechanical for replacing the boilers at Fargo Cass Public Health.

RFP26194 - Boiler Replacement - Fargo Cass Public Health

Scoring Summary

Active Submissions

	Total	Previous Work Experience	Proposed Work Plan and Schedule	Fee Schedule
Supplier	/ 100 pts	/ 35 pts	/ 35 pts	/ 30 pts
J-Tech Mechanical	95	32.5	32.5	30



9780 Industrial Dr
Horace, ND 58047
Phone: (701) 997-2901
(701) 941-0951

J-Tech Mechanical – Contract Terms & Conditions – Fargo Cass Public Health Boiler Replacement

TERMS AND CONDITIONS

The following Terms and Conditions shall apply to all Proposals/Contracts offered by Seller (J-Tech Mechanical, LLC).

INCORPORATION IN CONTRACT - Execution and performance of this contract shall be governed and construed under the laws of the State of North Dakota. This contract constitutes the entire agreement between the parties hereto, and there are no other terms and conditions, understandings, representations or warranties of any kind, expressed, implied, statutory or otherwise (including, but without limitations, the implied warranties of merchantability and fitness for a particular purpose), not expressly set forth herein.

If substitute or additional equipment, repair parts or labor are purchased by the Buyer from the Seller, they will be billed as an addendum or addition to the Contract and the terms and conditions of this Contract shall be applicable thereto, the same as if such substitution, additional equipment, repair parts or labor had been originally purchased hereunder.

The Seller reserves the right to do partial shipments.

The Seller reserves the right to implement progress payments on Contracts involving work that is anticipated and/or scheduled to be of longer than 30 days duration from Contract date to date of final completion; and/or involves the purchase or procurement of special materials or equipment. Further, it is herein agreed that materials and/or equipment suitably stored, maintained, and insured by Seller on behalf of Buyer, at Sellers place of business and/or at other locations under Sellers control, shall qualify for inclusion in progress payments as if delivered to Buyers site. In this event, Buyer shall have the right to inspect said materials and/or equipment at the storage site(s), should Buyer so desire.

All salvage material shall become the property of the Seller and will be removed from the premises or jobsite, unless otherwise noted in the Contract.

PROPRIETARY AGREEMENT - All drawings, memoranda, ideas and information furnished by Seller shall remain its property and shall be considered its business and trade secrets, received in trust and confidence for the sole purpose of installing, maintaining, repairing and operating said specific equipment. Buyer shall not share, copy or provide any of said information to any third party without the written consent of the Seller.

WARRANTY - Seller warrants, for a period of one (1) year after initial repair (on repair work) or for a period of one (1) year after initial operation or eighteen (18) months after shipment or readiness to ship (on new equipment), whichever comes first, that the equipment of its own manufacture sold under this agreement is free from defects in material and workmanship. During the first ninety (90) days of the warranty period, during normal working hours, Seller will (at Sellers expense) deliver and install replacement parts or effect repairs, at Seller's option. Any defective parts reported after the first ninety (90) days, but before the warranty expiration date, will be shipped to Buyers plant at no charge to Buyer. However, the cost of installing such parts will be the Buyers responsibility. Material and equipment which is not manufactured by Seller shall be covered only by the warranty of its respective manufacturer. Warranty does not include routine maintenance items, airfreight and/or special handling charges on replacement parts, or overtime work to replace parts or effect repairs. Repair or replacement does not alter or extend limits of liability or warranty established at time of sale. Routine maintenance and normal wear and tear is not covered by this warranty. The Sellers warranty is conditional upon the Buyer operating and maintaining the equipment according to the manner prescribed by the Seller, without alteration or substitution to the equipment, the Buyer providing Seller (and others appointed by Seller) free and unlimited access to the equipment at all times, and

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Horace, ND 58047
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(701) 941-0951

the terms of payment and other contractual obligations of the Buyer having been strictly met. Abuse or neglect of a system or its components, lack of proper or prescribed maintenance, or improper use of the equipment will void the warranty. There shall be no warranty provided on used materials or equipment, unless expressly stated herein. -Unauthorized work performed by others on Sellers equipment will immediately void the warranty. The Seller will not pay any expenses for work performed by others upon Sellers equipment sold under this Contract unless prior written authorization is given by the Seller.

CHANGES AND/OR ADDITIONS - Changes and/or additions to the scope of work shall be by Change Order/Supplement, agreed to by Buyer and accepted by Seller before Seller assumes the responsibility for same. Any Change Order/Supplement shall describe work, materials, price adjustment and time extension applicable to the change or addition. Any change and/or addition shall cause Seller sufficient additional time to complete the project.

DELAYS - In the event that Sellers personnel arrive on site to perform work or to start-up a system as planned, and then, for reasons outside of Sellers control, this cannot be accomplished, it will be the responsibility of the Buyer to pay additional monies for Sellers personnel to wait or to return at a time when the work can be performed, whichever the case may be. In case Sellers personnel must return to perform the work, this then will be rescheduled by Seller within its normal schedule.

OVERTIME WORK - The prices are based on work being done during normal working hours. Should overtime work be required and authorized, the overtime premium in effect at the time will be applied.

SUBSTITUTION - The Seller reserves the right to substitute equipment and/or components which are considered to be of equal or superior quality or performance. In the event such substitutions are made necessary by circumstances beyond Sellers control relative to availability or procurement, Buyer shall be notified.

PAYMENTS - Payments are due upon submission, Net 30 days. Interest on deferred balances shall be paid by the Buyer at the highest legal rate per annum from the date of delivery until paid, such interest to be payable along with the deferred balance.

EVENTS OF DEFAULT - Buyer is in default upon the happening of any one or more of the following: (a) Failure to make payment when due, or (b) A change hereafter in the present financial conditions, credit-worthiness or ability to pay Seller, or (c) A breach by Buyer of any responsibility of warranty

REMEDIES OF DEFAULT - Upon the happening of one or more events of default, Seller at his option, may exercise or perform one or more of the following remedies: (a) Cease manufacture, fabrication, delivery, installation and performance or any other obligation under this Contract, or (b) Exercise any remedy under the Uniform Commercial Code of the state where the remedy is being exercised, or (c) Exercise any remedy available under the laws of the jurisdiction where such remedy is sought to be exercised, or (d) Take possession of all equipment and work wherever located, or (e) Void all warranties and refuse start-up, or (f) Declare all sums owed immediately payable, or (g) Act as attorney-in-fact for Buyer to take possession of the property wherever located and sell the same at the best price obtainable.

All remedies exercised by Seller shall be free and clear of any liability to Buyer and the exercise of one or more of said remedies by Seller shall not eliminate or waive its right to exercise any other legal or equitable remedy it may have.

-CONTINUED-



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Phone: (701) 997-2901
(701) 941-0951

CANCELLATION - This Contract is subject to cancellation by Buyer only upon payment to Seller of reasonable cancellation charges which shall consist of the value of work performed but not paid for, Sellers commitments to material suppliers and/or subcontractors, cancellation charges for the Sellers disruption, cost of demobilization of the site, general and administrative expenses, and anticipated Contract profit. All cancellation costs shall be due and payable immediately upon Sellers consent to cancellation.

FORCE MAJEURE & DELAYS - The Seller shall not be liable for any expense, loss or damage suffered by Buyer, directly or indirectly, resulting from any delay or failure to make delivery or complete the work within the time specified of all or any part of the equipment or installation due to Acts of God; war; Acts of Public Enemy; riot; civil commotion; sabotage; Government action or regulation; strikes or other labor trouble or disputes; fire; flood; thefts; accidents; explosions; epidemics; quarantine restrictions; disruption of utility services; embargoes; non-availability of appropriate transportation; transportation delays; material lost in transit; breakdown, damage or destruction in whole or in part of the manufacturing equipment or plant; labor shortages; inability to obtain materials, fuel or supplies for any reason including delays by or default of suppliers or sub-contractors; failure on the part of the Buyer or his representative to approve or comment on drawings or other technical documents within the period of time specified by the Seller; or any other cause, contingency, or circumstance whether similar or dissimilar to those enumerated above, beyond the reasonable control of the Seller which may delay or prevent the Sellers performance. In the event of any delay arising by any of the foregoing events, the work schedule shall be extended by the length of delays occasioned thereby, including delays reasonably incident to the resumption of formal productions.

CONTINGENCIES - If the Work is delayed through no fault of Seller for more than ninety (90) consecutive days, the Parties shall meet in good faith to negotiate an equitable adjustment to the schedule and, if appropriate, the Contract Price. Neither Party may terminate this Contract except as otherwise expressly provided herein.

If the Buyer requests a change or causes a change in the Sellers planned schedule of engineering, fabrication, shipment of equipment or materials, or erection and such change results in additional expenses to the Seller an equitable adjustment in the price and schedule shall be negotiated and the Contract amended accordingly. If such change involves a suspension or postponement of the work, in addition to any aforementioned adjustment, there shall immediately become due and payable to the Seller an amount of the total Contract price proportional to the total work performed as of the time of such suspense, as it bears to the total Contract requirements.

If, due to delinquent or untimely remittance of invoices or progress payments by the Buyer, Seller is caused to stop work, the additional costs of demobilization and/or remobilization shall be borne by the Buyer as an extra to the Contract price.

Title to equipment and materials incorporated into the Project shall pass to Buyer upon payment for such equipment or incorporation into the Work, whichever occurs first, subject only to Buyer's rights under this Contract. Seller shall have no right to remove installed equipment except as authorized by law or court order.

-CONTINUED-



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LIMITATION OF LIABILITY - The Seller shall, in no event, be liable for (a) Any other losses, damages, or injuries sustained by anyone due to the misuse of equipment furnished by the Seller.

The Seller cannot be held liable for the availability or supply of any required installation, use or operating permits or licenses as may be required for the installation and/or operation of the equipment provided, beyond that specifically identified and agreed to as being provided by Seller in the Contract.

RISK OF LOSS - Seller shall bear all risk of loss or damage to the Work, equipment, and materials until the Work has been fully installed, tested, accepted by Fargo Cass Public Health, and final acceptance has occurred. Seller shall be responsible for repairing or replacing any Work, equipment, or materials damaged or destroyed prior to final acceptance, regardless of whether such loss occurs during transportation, storage, or installation, except to the extent caused by the negligence or intentional misconduct of Buyer. Seller shall maintain insurance sufficient to cover such risk until final acceptance. Thereafter, risk of loss shall pass to Buyer.

CITY OF FARGO

J-Tech Mechanical LLC

BY _____
Josh Boschec, Mayor

BY _____
Jason Jundt, Owner

DATE: _____

DATE: 07/01/2026

ATTEST:

BY _____
Angie Bear, Deputy Auditor

Memorandum

To: Board of City Commissioners
From: Bekki Majerus, Director of Facilities Management
Date: July 6th, 2026
Re: Bid award and contract for fence Installation around east lot- Fargo Police Department Headquarters

Dear Commissioners:

A fence is to be constructed around the east lot at police department headquarters. This project will be a piggyback purchase from a state contract. The project will total \$188,950. The project has been anticipated and funding set aside via proceeds from the 2024G Bond Issue.

Facilities Management is requesting the City Commission's approval to award Dakota Fence. The contract is included in your packet.

Recommended Action:

Move to approve the bid award and contract for the fence installation around east lot- Fargo Police Department Headquarters located at 105 25th St N Fargo, ND..

PIGGYBACK PURCHASE REQUEST FORM (PBC)

Requested by:	Bekki Majerus	Department:	Facilities Managment
Date of Request:	6/30/2026	Phone Number:	701-964-0286
E-mail:	anordby@fargond.gov		
Dept Head Signature:		Estimated Amount of Purchase:	\$188,950

Piggyback Purchase from a State or Cooperative Contract Requirement:

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

Product or Service description:

install 534 LF of 8' tall, black Montage Commercial Invincible style steel fence from Ameristar with 1 (ea) 4' wide single swing walk gate. All material and labor necessary to install 2 (ea) 24' wide Buckeye 500 with finial style vertical pivot gates from AutoGate. Vertical pivot gates will include operator units and concrete pads necessary for proper operator installation (see page two for included operator material and labor).
install 534 LF of 8' tall, black Montage Commercial Invincible style steel fence from Ameristar with 1 (ea) 4' wide single swing walk gate. All material and labor necessary to install 2 (ea) 24' wide Buckeye 500 with finial style vertical pivot gates from AutoGate. Vertical pivot gates will include operator units and concrete pads necessary for proper operator installation (see page two for included operator material and labor).

Provide source of existing State contract and Contract number:

Minnesota State procurment. F-569(5)

Is a Vendor contract required? Yes ☐ No ☐

Vendor Name: Dakota Fence			
Address: 1110 25th Ave N			
City: Fargo	State: North Dakota	Zip Code: 58102	
Contact Person: Michael Reiner		Title: Commercial Estimator	
Telephone: 701-476-8510		Email: mreiner@dakotafence.com	
Purchasing Manager Approval:			
Piggyback (PBC) Number:		PBC26237	



Dakota Fence

2060 Sheyenne St | West Fargo, ND 58078

Phone: 701-237-6181 | Toll Free: 800-726-4064 | Fax: 701-293-7811

E-mail: sales@dakotafence.com Website: www.dakotafence.com

City of Fargo – Police Department PROPOSAL SUBMITTED TO	701.964.0286 PHONE	6/16/2026 DATE
105 25 th St N STREET	JOB NAME	
Fargo, ND 58102 CITY, STATE AND ZIP CODE	JOB LOCATION	

We hereby submit specifications and estimates for:

All material and labor necessary to install 534 LF of 8' tall, black Montage Commercial Invincible style steel fence from Ameristar with 1 (ea) 4' wide single swing walk gate. All material and labor necessary to install 2 (ea) 24' wide Buckeye 500 with finial style vertical pivot gates from AutoGate. Vertical pivot gates will include operator units and concrete pads necessary for proper operator installation (see page two for included operator material and labor).

TOTAL PRICE INSTALLED - \$188,950.00

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Notes/Exceptions:

- Price does not include clearing of fence line, dirt work, grading, compaction/testing, staking, or survey. Responsibility of Owner.
- Price does not include any bond or unemployment insurance. For Performance and Payment Bond, add the greater of \$8.20/\$1,000.00 or a minimum charge of \$200. For Unemployment Insurance, add the greater of \$20.00/\$1,000.00 or a minimum charge of \$200.
- Priced for completion during 2026 Construction season.
- Electrical grounding is not included, by others.
- Additional charges will apply if a secondary sweep/locate is required
- Hydro-vac excavation or core drilling of holes is not included.
- Price does not include work during frozen weather conditions.
- Dakota Fence is a member of PEC Veriforce, Avetta, ISNetworld, and Gold Shovel Standard.
- If additional safety connection fees are required, such costs are not included in this price and additional fees may apply.
- This proposal supersedes any previous proposals (all of which are rescinded/revoked and no longer valid); any plan addenda or revisions issued after this proposal are not part of this proposal and Dakota Fence is not bound to; this proposal automatically becomes part of any subsequent contract signed by Dakota Fence, regardless of whether this proposal is signed by the recipient of this proposal.
- Proposal does not include electrical or programming materials or labor. Access controls to be provided by others.
- Proposal does not include earthwork of any kind beyond what is necessary to install posts and operator pads.

Terms of Payment to be made as follows: **Material draw at 60% of contract value, monthly progress billings, and balance upon completion, unless otherwise specified above, payment due upon receipt and subject to approved credit.**

Purchaser agrees to indemnify and hold harmless Dakota Fence and its agents from and against any and all claims, liabilities and damages, including outside and in-house attorneys' fees and costs, arising from or related to any failure to erect fence, guardrail, or other products on or within property lines; any failure to comply with by-laws, restrictive covenants, building codes or other restrictions; encroachment or interference with any easement; damage to any improvements, including underground sprinklers, utilities, including wires or pipes; frost heave; personal injury or death; removal of fence or products. Purchaser agrees that Dakota Fence's liability shall not exceed the amount paid to it under this Proposal. Dakota Fence shall not be liable for any direct, indirect, special, incidental, or consequential damages. Purchaser agrees to be responsible for excavated soil or Dakota Fence shall dispose of soil for an additional charge. All work to be completed according to standard industry practices. Any alteration or deviation from this proposal requires Dakota Fence's prior written consent and shall automatically become part of and subject to this Proposal. Any additional costs from any such change shall result in an extra charge, which Purchaser agrees to pay. Purchaser agrees to pay Dakota Fence's outside and in-house attorneys' fees and costs in the collection and enforcement of this Proposal. This Proposal contingent upon strikes, accidents or delays beyond Dakota Fence's control and supersedes all prior written or oral agreements. Purchaser agrees to carry all homeowner, liability and other necessary and required insurance. Dakota Fence's workers are fully covered by Workers Compensation Insurance or other required insurance. All fence or product remains the property of Dakota Fence until paid for by Purchaser and Purchaser authorizes Dakota Fence to remove the same and charge Purchaser for the fence or product and their removal if payment is not made per the terms of this Proposal. Purchaser agrees to pay 1.5% per month on all past due accounts. Any fence project that is considered custom or has special order materials is not returnable and therefore not fully refundable. A minimum of 25% restocking fee will apply with certain items being subject to higher restock fees as established from time to time by Dakota Fence. Unless objected by the Purchaser, Dakota Fence shall place a lawn sign on the property for the duration of Dakota Fence's work.

Acceptance of Proposal. The above prices, specifications, terms, and conditions are satisfactory and accepted by Purchaser. Dakota Fence is authorized to do the work as specified and Purchaser agrees to make payment as outlined above.

Date of Acceptance _____

Equal Opportunity Employer

By: Michael Reiner

Michael Reiner – Commercial Estimator

This Proposal may be withdrawn by Dakota Fence if not accepted within 5 days.

Purchaser

Purchaser Name: _____

By: _____

Print Name _____

Its: _____



PROPOSAL



Dakota Fence

2060 Sheyenne St | West Fargo, ND 58078

Phone: 701-237-6181 | Toll Free: 800-726-4064 | Fax: 701-293-7811

E-mail: sales@dakotafence.com Website: www.dakotafence.com

City of Fargo – Police Department PROPOSAL SUBMITTED TO	701.964.0286 PHONE	6/16/2026 DATE
105 25 th St N STREET	JOB NAME	
Fargo, ND 58102 CITY, STATE AND ZIP CODE	JOB LOCATION	

We hereby submit specifications and estimates for:

Gate operator material to include: (2) vertical pivot gate operators, (single/3-phase), (2) mounting pads, (4) safety bump edges, (2) photo eyes, and (2) heat maps.

Labor included: Installing mounting pad, mounting of operator unit on pad, mounting of UL325 safety devices, hook up, and final commissioning of operator, setting of limits, walk thru with owner.

Labor NOT included: All electrical material and labor to energize the operator, low voltage (safety devices, keypads, etc...), saw cutting and installation of concrete/asphalt for loops, trenching and installation of pre-formed loops, controls, program maintenance, keypads, and communication cables.

*Auto-close functionality will not be enabled by Dakota Fence if loops have not been installed.

Winter maintenance: Owner's responsibility to keep snow and ice clear from the travel of the gate, under the gate, behind the gate and from the rollers. Snow removal is crucial for gate operation in winter months. Keep ice, snow and frost clear from all photo-eyes and motion sensors. Keep all snow clear from the bottom of all tilt gates, not allowing the entrapment edge to contact built up snow and ice.

Page 2/2

Notes/Exceptions:

- No electrical labor and material to energize the gate operators.
- All controls not listed above.
- Trenching, saw cutting or connection to owners' controls.
- Disconnect of existing power for removal of existing gate operator.

Terms of Payment to be made as follows: **50% down, monthly progress billings, and balance upon completion, all subject to approved credit**

Purchaser agrees to indemnify and hold harmless Dakota Fence and its agents from and against any and all claims, liabilities and damages, including outside and in-house attorneys' fees and costs, arising from or related any failure to erect fence, guardrail, or other products on or within property lines; any failure to comply with by-laws, restrictive covenants, building codes or other restrictions; encroachment or interference with any easement; damage to any improvements, including underground sprinklers, utilities, including wires or pipes; frost heave; personal injury or death; removal of fence or products. Purchaser agrees that Dakota Fence's liability shall not exceed the amount paid to it under this Proposal. Dakota Fence shall not be liable for any direct, indirect, special, incidental, or consequential damages. Purchaser agrees to be responsible for excavated soil or Dakota Fence shall dispose of soil for an additional charge. All work to be completed according to standard industry practices. Any alteration or deviation from this proposal requires Dakota Fence's prior written consent and shall automatically become part of and subject to this Proposal. Any additional costs from any such change shall result in an extra charge, which Purchaser agrees to pay. Purchaser agrees to pay Dakota Fence's outside and in-house attorneys' fees and costs in the collection and enforcement of this Proposal. This Proposal contingent upon strikes, accidents or delays beyond Dakota Fence's control and supersedes all prior written or oral agreements. Purchaser agrees to carry all homeowner, liability and other necessary and required insurance. Dakota Fence's workers are fully covered by Workers Compensation Insurance or other required insurance. All fence or product remains the property of Dakota Fence until paid for by Purchaser and Purchaser authorizes Dakota Fence to remove the same and charge Purchaser for the fence or product and their removal if payment is not made per the terms of this Proposal. Purchaser agrees to pay 1.5% per month on all past due accounts. Any fence project that is considered custom or has special order materials is not returnable and therefore not fully refundable. A minimum of 25% restocking fee will apply with certain items being subject to higher restock fees as established from time to time by Dakota Fence.

Unless objected by the Purchaser, Dakota Fence shall place a lawn sign on the property for the duration of Dakota Fence's work.

Acceptance of Proposal. The above prices, specifications, terms, and conditions are satisfactory and accepted by Purchaser. Dakota Fence is authorized to do the work as specified and Purchaser agrees to make payment as outlined above.

Date of Acceptance _____

Equal Opportunity Employer

By: Michael Reiner

Michael Reiner - Commercial Estimator

This Proposal may be withdrawn by Dakota Fence within 5 days.

Purchaser

Purchaser Name: _____

By: _____

Print Name _____

Its: _____

PROPOSAL



CONTRACT RELEASE: F-569(5)

DATE: APRIL 30, 2026

PRODUCT/SERVICE: Furnish and delivery of Minnesota Department of Transportation (MnDOT) specified fencing materials.

CONTRACT PERIOD: May 1, 2022, Through April 30, 2027

EXTENSION OPTIONS: 0 Months

CONTRACT MANAGER: John H. Roth

PHONE: 651.201.2457

E-MAIL: john.h.roth@state.mn.us

WEB SITE: <https://mn.gov/admin/osp/>

<u>CONTRACT VENDOR</u>	<u>CONTRACT NO.</u>	<u>TERMS</u>	<u>DELIVERY</u>
DAKOTA FENCE COMPANY dba TOWN & COUNTRY FENCE Mr. Jon Howard Director of Finance 1110 25 th Avenue North Fargo, ND 58102	256693	NET 30	7 DAYS A.R.O

VENDOR NO: 0000203684

Mr. Matt Cassada (Contact for Placing Orders)
Sales Manager
OFFICE: 763.425.5050 | **DIRECT:** 763.299.5697
EMAIL: mattc@tcfence.com

Counties: Available for orders from all 87 Minnesota counties

SWIFT Line:

LINE 1 – Fencing materials and freight – lump sum price for order. See Price Schedule link below for contract pricing. On purchase order include itemized breakdown of each unique fencing product ordered, quantity, and contract price. This information should be provided by the Contract Vendor on any quote issued.

[EXHIBIT D – PRICE SCHEDULE:](#)

CONTRACT VENDOR**CONTRACT NO.****TERMS****DELIVERY**

The following vendor is certified as an eligible Targeted Group business:

WENRICH PD CONSTRUCTION, LLC

210588

NET 30

AS SCHEDULED

Ms. Wendy Sullivan

President

917 N. 5th Street

Minneapolis, MN 55401

VENDOR NO: 0000935952

Ms. Wendy Sullivan

OFFICE: 612.408.7000 Ext 1

EMAIL: wendy@wenrichpd.com (Contact for Contract)

EMAIL: mnstatecontract@wenrichph.com (Contact for Placing Orders)

AVAILABLE COUNTIES: Available for orders from all 87 Minnesota counties

SWIFT Line:

LINE 1 – Fencing materials and freight – lump sum price for order. See Price Schedule link below for contract pricing. On purchase order include itemized breakdown of each unique fencing product ordered, quantity, and contract price. This information should be provided by the Contract Vendor on any quote issued.

[EXHIBIT D – PRICE SCHEDULE:](#)

CONTRACT USERS. This Contract is available to the following entities as indicated by the checked boxes below

- ☒ State agencies
- ☒ Cooperative Purchasing Venture (CPV) members
- ☐ Limited to the following entities only _____

STATE AGENCY CONTRACT USE. This Contract must be used by State agencies unless a specific exception is granted in writing by the Contract Manager listed above.

STATE AGENCY ORDERING INSTRUCTIONS. Orders are to be placed directly with the Contract Vendor. State agencies should use a Contract release order (CRO) or a blanket purchase order (BPC). The person ordering should include his or her name and phone number. Orders may be submitted via fax.

CONTRACT FEEDBACK. If these commodities or service can be better structured to help you with your business needs, let us know. We solicit your comments and suggestions to improve all of our contracts so that they may better serve your business needs. If you have a need for which no contract currently exists, or you would like to be able to use an existing state contract that is not available to your entity, whether a state agency or CPV, please contact us. If you have specific comments or suggestions about an individual contract you can submit those via the [Contract Feedback Form](#).

SPECIAL TERMS AND CONDITIONS

SCOPE. Furnish and delivery of Minnesota Department of Transportation (MnDOT) specified fencing materials for road right-of-ways, fencing adjacent to roadways, and fencing associated with bridges.

PRICES. Prices are firm through the initial period of the contract. After that period, prices may increase once a year. Price increases are not effective until they are approved by the Contract Manager. **NOTE:** At no time should the ordering entity pay more than the Contract price. Agencies must contact the Contract Manager immediately and fill out a [Vendor Performance Report](#) if there is a discrepancy between the price on the invoice and the Contract price.

VERIFYING THE CONTRACT PRICES.

The Contract(s) includes COST-PLUS PRICING. To calculate the Contract Price, follow these four steps:

1. Request a copy of the supplier invoice or supplier quote from the Contract Vendor.
2. Locate the Contract Vendor's Percentage Mark-up detailed herein (or wherever it can be found on the Contract Release).
3. Apply the Contract Vendor's Percentage Markup to the cost identified in Item 1.
4. Confirm the price offered is equal to, or lower than, the price calculated in Item 3.

Only accept contract vendor quotes that provide itemized contract pricing (lump sum price quotes must be rejected and reworked by the Contract Vendor to show itemized State contract pricing).

Prior to accepting an order and/or issuing payment on an invoice, inspect the goods and/or deliverables to ensure they match both the terms and pricing of the contract.

Contact the Contract Manager detailed herein to report any pricing discrepancies or for assistance in confirming/calculating contract pricing.

COST-PLUS PERCENTAGE MARK-UP PRICING. Cost is defined as the actual cost the contractor pays the manufacturer/supplier for goods/services the state agency or CPV member orders, less any applicable taxes. Only costs specifically detailed in the billing statement, quote, and/or invoice from the supplier will be subject to the cost-plus percentage mark-up detailed on contract.

FREIGHT (FOB). All prices must be FOB Destination, prepaid and added (with freight allowed as a separate line item), to the ordering entity's receiving dock or warehouse, or as otherwise instructed on the purchase order by the ordering entity. In those situations, in which the "deliver-to" address has no receiving dock or agents, the Contractor must be able to deliver to the person specified on the purchase order. The ordering entity may use the Contractor for delivery, may pick up the equipment, or may contract with another entity for delivery.

DELIVERY REQUIREMENTS. State Agency or CPV Member must provide instructions on the purchase order of where and how the order should be delivered.

For MnDOT orders, the Contract Vendor is to notify the ordering area Maintenance Engineer 24 hours prior delivery. All MnDOT deliveries are to be made between 8:00 AM and 4:00 PM, Monday through Friday (except State Holidays) unless an exception is made by the area Maintenance Engineer or the contact person listed on the purchase order. All MnDOT deliveries are to be shipped within five (5) working days after receipt of order and the Contract Vendor must notify MnDOT if this cannot be accomplished.

A.R.O. Unless stated otherwise, delivery schedule is seven (7) days after receipt of order.

QUOTES. Any quote received must be itemized. Lump sum quotes must be returned to the Contract Vendor and revised with each unique product ordered itemized with a description, quantity, and contract cost-plus percentage mark-up pricing included. Freight should be included as a separate line item. Applicable tax should be included as a separate line item.

INVOICES. Each Invoice at a minimum should include the following:

- The Name of the Contract Vendor
- Contract Number
- Quote Number
- Purchase Order Number
- Site or Project Name
- Itemized list of materials charged
 - List should include descriptions of contract materials ordered, quantity ordered, cost-plus percentage mark-up price for material, and total price for material ordered.
- Date of Delivery
- Applicable Sales/Use Tax as a Separate Line Item
- Freight
- Total for Invoice

SPECIFICATIONS.

A. SPECIFICATIONS FOR FENCING MATERIALS

All fencing materials shall comply with the Minnesota Department of Transportation (MnDOT) 2020 Standard Specifications for Construction and MnDOT Standard Plates and details as applicable. These specifications and manuals are available on MnDOT's [website](#) and are incorporated by reference.

B. ROADWAY FENCING SPECIFICATIONS

All materials associated with bridges, for road right-of-ways, and adjacent to roadways must comply with the Minnesota Department of Transportation (MnDOT) 2020 Standard Specifications for Construction and MnDOT Standard Plates and details as applicable.

The MnDOT Standard Specifications for Construction are available [online](#). The MnDOT Standard Plates are available [online](#) and are incorporated by reference.

- Woven Wire Fence – Current Version of Standard Plate 9320G & 9321E
- Chain Link Fence – Current Version of Standard Plate 9322K1 & 9322K2
- Barbed Wire Fence (Wood Post) – Current Version of Standard Plate 9323D
- Barbed Wire Fence (Steel Post) – Current Version of Standard Plate 9324C
- Fencing Construction – MnDOT 2020 Spec Book, Section 2557
- Hot-Rolled Steel Fence Posts – MnDOT 2020 Spec Book, Section 3403
- Structural Metals – MnDOT 2020 Spec Book, Section 2471
- Structural Metal Fence Posts – MnDOT 2020 Spec Book, Section 3406
- Wood Fence Posts (Treated) – MnDOT 2020 Spec Book, Section 3413
- Wire Fence (Design W-1) and Concrete Parapet (Type P-1)
- Anchor Rods - MnDOT 2020 Spec Book, Section 3385
- Bridge Special Provision SB 2557 – Material, Anchorage and Grounding requirements

In the specifications wherever reference is made to a number preceded by "MnDOT", the reference shall be understood to mean that numbered section of the 2020 MnDOT Standard Specifications for Construction.

REVISIONS.

04.30.2026	Contract 256693 with Dakota Fence Company, dba Town & Country Fence extended through 4/30/2027 at the same prices, terms, and conditions.
04.24.2026	Contract 210588 with Wenrich PD Construction extended through 4/30/2027 at the same prices, terms, and conditions.
05.02.2025	Contract 210588 and 256693 extended through 4/30/2026 at the same prices, terms, and conditions. Update address for Wenrich PD Construction.
02.21.2025	Contract Manager changed from Tou Yang to John H. Roth
09.12.2024	Assignment agreement with The Fence Store, LLC dba Town & Country Fence executed to assign the contract to Dakota Fence Company dba Town & Country Fence with a new contract number 256693. Contract 256693 is extended through 4/30/25 at the same prices, terms, and conditions.
04.30.2024	Contract with Wenrich PD Construction extended through 4/30/25 at the same prices, terms, and conditions.
04.17.2023	Contract with Wenrich PD Construction and The Fence Store, LLC dba Town & Country Fence extended through 4/30/24 at the same prices, terms, and conditions.

Signatures

Agreed to and accepted by entity listed below (“Customer”) and Dakota Fence.

City of Fargo

Name: Josh Boschee

Title: Mayor

Signed Date: _____

Signature:

Name: Angie Bear

Title: Deputy Auditor on behalf of City Auditor

Signed Date: _____

Signature:



M E M O R A N D U M

TO: BOARD OF CITY COMMISSIONERS

FROM: JENN FAUL *JF*
DIRECTOR OF PUBLIC HEALTH

DATE: JULY 6, 2026

**RE: NOTICE OF GRANT AWARD FOR HIV, HCV
COUNSELING, TESTING AND REFERRAL.
NO: G25.659 CFDA: 93.940
FUNDS: \$50,000
EXPIRES: 05/31/2027**

The attached notice of grant award from ND Department of Health and Human Services is for HIV, HCV Counseling, Testing, and Referral.

REVENUE

101-0000-331-112-05 \$6,000

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

Suggested Motion:

Move to approve this notice of grant award from ND Department of Health and Human Services.

JF/lls
Attachment



NOTICE OF GRANT AWARD

NORTH DAKOTA DEPARTMENT OF HEALTH AND HUMAN SERVICES

SFN 53771 (05-2025)

Grant Number G25.659	CFDA Name HIV: HIV Prevention Activities Health Department Based GF: Not Applicable		CFDA Number HIV: 93.940 for \$45,000 GF: Not Applicable for \$5,000
FAIN Number HIV: NU62PS924833 GF: Not Applicable	Grant Type (Check One) ☒ Program ☐ R&D	Grant Start Date 6/1/2026	Grant End Date 5/31/2027
Federal Award Date HIV: 5/29/2026 GF: Not Applicable	Federal Awarding Agency HIV: Department of Health and Human Services, Centers for Disease Control (CDC). GF: Not Applicable		
This award is not effective and expenditures related to this award should not be incurred until all parties have signed this document.			
Title of Project/Program HIV.HCV Counseling, Testing and Referral (CTR)		North Dakota Department of Health and Human Services (NDDHHS) Project Code: HIV: 2241 S537-OC-00 32 \$45,000. GF: 2241 Z639-OC-00 31 \$5,000.	
Grantee Name Fargo Cass Public Health		Project Director Lindsey VanderBusch, MPH	
Address: 1240 25th Street South		Address: 600 E Boulevard Ave, Dept 325	
City/State/ZIP Code: Fargo, ND 58103		City/State/ZIP Code: Bismarck, ND 58505-0250	
Contact Name: Jenn Faul		Contact Name: Lindsey VanderBusch	
Telephone Number: 701-241-1380		Telephone Number: 701-328-4555	
Email Address: jfaul@fargond.gov		Email Address: lvanderbusch@nd.gov	
Amount Awarded	NDDHHS Cost Share \$50,000	Grantee Cost Share \$0	Total Costs \$50,000
Previous Funds Awarded	\$0	\$0	\$0
Total Funds Awarded	\$50,000	\$0	\$50,000
Indirect Rate (Check One)	☐ Subrecipient waived indirect costs	☒ De minimis rate of 10 % (limited to 15%)	☐ Negotiated/Approved rate of %
Scope of Service Scope of Service Requirements are defined in Attachment A.			
Reporting Requirements Grantee must provide monthly expenditure and progress reports via the Program Reporting System (PRS). Monthly expenditure and progress reports are due 15 days after the end of each month. Expenditure report for the period ending June 30, 2026 must be received by July 15, 2026. Final expenditure report for the period ending May 31, 2027 must be received by July 15, 2027. Epidemiologic data must be submitted using the online reporting tool within one week of the specimen collection. Reimbursements will be processed upon Department approval of expenditures and progress reports.			
Special Conditions If Grantee has the ability to bill third-party payers for these services, Grantee is expected to do so as appropriate before requesting reimbursement from the Department. This Notice of Grant Award is subject to the terms and conditions incorporated either directly or by reference in the following: (1) Requirements Addendum and Grantee Assurances for Notice of Grant Awards issued by the NDDHHS as signed by Grantee for the period of July 1, 2025 to June 30, 2027 [Finance Use Only: ☒ Requirements Received; ☐ Questionnaire received] and (2) applicable State and Federal regulations.			
Evidence of Grantee's Acceptance		Evidence of NDDHHS Acceptance	
Date 06/30/2026	Signature 	Date	Signature
Typed Name/Title of Authorized Representative Jenn Faul Director of Public Health		Typed Name/Title of Authorized Representative Lindsey VanderBusch, MPH, Unit Director Sexually Transmitted and Blood Borne Diseases	
Date	Signature	Date	Signature
Typed Name/Title of Authorized Representative Joshua A. Boschee Mayor, City of Fargo		Typed Name/Title of Authorized Representative Dirk D. Wilke, J.D., M.B.A., Executive Director of Public Health	
ATTEST: _____ Angie Bear, Deputy City Auditor			

If attachments are referenced, they must be returned with the signed award.
If you did not receive attachments as indicated, contact the Program Director identified above.

G25.659
Fargo Cass Public Health
Attachment A

Scope of Service

Grantee will provide the following services:

- Collect blood specimens for rapid HIV/HCV testing for persons at risk for infection.
- Provide pre-test and post-test counseling to individuals being screened for HIV/HCV at a time and place appropriate for both the client and provider.
- Collect and provide blood specimens to confirm positive rapid screens to the NDDHHS Laboratory Services Section using the most recent laboratory specimen testing form.
- Submit the mandatory epidemiologic information on all tests performed within one week of specimen collection via online reporting tool.
- Provide hepatitis A and hepatitis B vaccinations to individuals in whom a risk factor has been identified or are positive for hepatitis C.
- Provide community outreach testing and education.
- Ensure access to HIV prevention supplies and educational materials.
- Provide linkage to medical care services for HCV positive individuals.
- Follow all requirements as written in the NDDHHS Counseling, Testing and Referral Manual.
- File necessary records consistent with the Maven Security Policy.
- Conduct evaluative activities as requested by the Department.
- Participate in HIV/HCV CTR site meetings, training and activities as requested.



M E M O R A N D U M

TO: BOARD OF CITY COMMISSIONERS

FROM: JENN FAUL *JF*
DIRECTOR OF PUBLIC HEALTH

DATE: JUNE 29, 2026

**RE: NOTICE OF GRANT AWARD AMENDMENT FOR THE
WOMEN, INFANTS AND CHILDREN (WIC) PROGRAM.
NO: G25.354A CFDA: 10.557
FUNDS: \$159,000
EXPIRES: 09/30/2026**

The attached grant award amendment from North Dakota Department of Health and Human Services for the Women, Infants and Children (WIC) program which provides an additional \$159,000 for the program to continue being provided at Fargo Cass Public Health.

REVENUE

101-0000-331-12-29 \$171,000

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

Suggested Motion:

Move to approve this notice of grant award from ND Department of Health and Human Services.

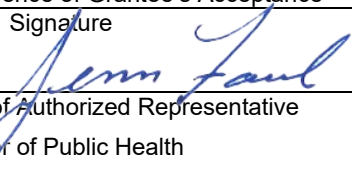
JF/lis
Attachment



NOTICE OF GRANT AWARD

NORTH DAKOTA DEPARTMENT OF HEALTH AND HUMAN SERVICES

SFN 53771 (05-2025)

Grant Number G25.354A	CFDA Name Special Supplemental Nutrition Program for Women, Infants, and Children		CFDA Number 10.557
FAIN Number 263ND707W1003	Grant Type (Check One) ☒ Program ☐ R&D	Grant Start Date 10/1/2025	Grant End Date 9/30/2026
Federal Award Date 10/01/2025	Federal Awarding Agency United States Department of Agriculture (USDA)		
This award is not effective and expenditures related to this award should not be incurred until all parties have signed this document.			
Title of Project/Program Women, Infant and Children (WIC)		North Dakota Department of Health and Human Services (NDDHHS) Project Code: 4551 S317-OC-00 31	
Grantee Name Fargo Cass Public Health		Project Director Amanda Varriano	
Address 1240 25 th St. S		Address 600 East Boulevard, Dept. 325	
City/State/ZIP Code Fargo, ND 58103		City/State/ZIP Code Bismarck, ND 58505-0250	
Contact Name Kim Vance		Contact Name Amanda Varriano	
Telephone Number 701-277-1455		Telephone Number 701-328-2496	
Email Address KVance@FargoND.com		Email Address alvarriano@nd.gov	
	NDDHHS Cost Share	Grantee Cost Share	Total Costs
Amount Awarded	\$159,000	\$0	\$159,000
Previous Funds Awarded	\$615,000	\$0	\$615,000
Total Funds Awarded	\$774,000	\$0	\$774,000
Indirect Rate (Check One)	☒ Subrecipient waived indirect costs	☐ De minimis rate of % (limited to 15%)	☐ Negotiated/Approved rate of %
Scope of Service This amendment provides additional funding of \$159,000 for routine desktop computer replacements and for the continued support of the scope of service requirements for ongoing operations of WIC services of the original agreement.			
Reporting Requirements All reporting requirements of the original agreement remain the same.			
Special Conditions None.			
This Notice of Grant Award is subject to the terms and conditions incorporated either directly or by reference in the following: (1) Requirements Addendum and Grantee Assurances for Notice of Grant Awards issued by the NDDHHS as signed by Grantee for the period of July 1, 2025 to June 30, 2027 [Finance Use Only: ☒ Requirements Received; ☐ Questionnaire received] and (2) applicable State and Federal regulations.			
Evidence of Grantee's Acceptance		Evidence of NDDHHS Acceptance	
Date 06/25/2026	Signature 	Date	Signature
Typed Name/Title of Authorized Representative Jenn Faul, Director of Public Health		Typed Name/Title of Authorized Representative Deanna Askew, Unit Director Family Health & Wellness	
Date	Signature	Date	Signature
Typed Name/Title of Authorized Representative Joshua A. Boschee, Mayor, City of Fargo		Typed Name/Title of Authorized Representative Donna Aukland, Chief Financial Officer	
ATTEST: _____ Angie Bear, Deputy City Auditor			

If attachments are referenced, they must be returned with the signed award.
If you did not receive attachments as indicated, contact the Program Director identified above.



M E M O R A N D U M

TO: BOARD OF CITY COMMISSIONERS

FROM: JENN FAUL 
DIRECTOR OF PUBLIC HEALTH

DATE: JULY 6, 2026

**RE: NOTICE OF GRANT AWARD FOR PUBLIC HEALTH
EMERGENCY PREPAREDNESS – CITY READINESS
INITIATIVE.**
NO: G25.649 CFDA: 93.069
FUNDS: \$158,000
EXPIRES: 06/30/2027

The attached notice of grant award from ND Department of Health and Human Services is for Public Health Emergency Preparedness – City Readiness Initiative outlined in Attachment A.

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

Suggested Motion:

Move to approve this notice of grant award from ND Department of Health and Human Services.

JF/lls
Attachment



NOTICE OF GRANT AWARD

NORTH DAKOTA DEPARTMENT OF HEALTH AND HUMAN SERVICES

SFN 53771 (05-2025)

Grant Number G25.649	CFDA Name Public Health Emergency Preparedness	CFDA Number 93.069
FAIN Number NU90TU000004	Grant Type (Check One) ☒ Program ☐ R&D	Grant Start Date 7/1/2026
Grant End Date 6/30/2027		
Federal Award Date 6/18/2026	Federal Awarding Agency Department of Health and Human Services	

This award is not effective, and expenditures related to this award should not be incurred until all parties have signed this document.

Title of Project/Program PHEP – City Readiness Initiative (CRI)	North Dakota Department of Health and Human Services (NDDHHS) Project Code 6611 S327-OC-00-31
Grantee Name Fargo – Cass Public Health	Project Director Tim Wiedrich, Director
Address 1240 – 25 th Street South	Address 1720 Burlington Drive, Suite A
City/State/ZIP Code Fargo, ND 58103-2367	City/State/ZIP Code Bismarck, ND 58504
Contact Name Jenn Faul	Contact Name Juli Sickler
Telephone Number 701-241-1380	Telephone Number 701-328-2293
Email Address JFaul@FargoND.gov	Email Address Jsickler@nd.gov

	NDDHHS Cost Share	Grantee Cost Share	Total Costs
Amount Awarded	\$158,000	\$0	\$158,000
Previous Funds Awarded	\$0	\$0	\$0
Total Funds Awarded	\$158,000	\$0	\$158,000
Indirect Rate (Check One)	☒ Subrecipient waived indirect costs	☐ De minimus rate of 10%	☐ Negotiated/Approved rate of %

Scope of Service
Grantee will complete the activities identified in Attachment A.

Reporting Requirements

Expenditure reports must be submitted within 30 days of incurring expenses or as required by the North Dakota Department of Health and Human Services (NDDHHS). Final expense report for the period ending June 30, 2027, must be received by July 15, 2027. A mid-year progress report, as prescribed by the NDDHHS, must be submitted by January 31, 2027, for the period of July 1, 2026, through December 31, 2026. A year-end progress report, as prescribed by the NDDHHS, must be submitted by August 31, 2027, for the period of January 1, 2027, through June 30, 2027. Payments will be processed upon Department approval of expenditure reports and progress reports.

Special Conditions

The language contained within the Centers for Disease Control and Prevention Grant Award issued to the Department of Health and Human Services is attached by reference and made a part of this agreement.

This Notice of Grant Award is subject to the terms and conditions incorporated either directly or by reference in the following: (1) Requirements Addendum and Grantee Assurances for Notice of Grant Awards issued by the NDDHHS as signed by Grantee for the period of July 1, 2025, to June 30, 2027 [Finance Use Only: ☐ Requirements Received; ☐ Questionnaire received] and (2) applicable State and Federal regulations.

Evidence of Grantee's Acceptance		Evidence of NDDHHS Acceptance	
Date 06/30/2026	Signature 	Date	Signature
Typed Name/Title of Authorized Representative Jenn Faul, Director of Public Health		Typed Name/Title of Authorized Representative Tim Wiedrich, Section Director Health Response and Licensure	
Date	Signature	Date	Signature
Typed Name/Title of Authorized Representative Joshua A Boschee, Mayor, City of Fargo		Typed Name/Title of Authorized Representative Donna Aukland, Chief Financial Officer	
ATTEST: _____ Angie Bear, Deputy City Auditor			

If attachments are referenced, they must be returned with the signed award.
If you did not receive attachments as indicated, contact the Program Director identified above.

Fargo – Cass Public Health City Readiness Initiative (CRI)

Contract Number: G25.649

Unit: Fargo – Cass Public Health

Attachment A: FY2026 -2027

Required Activities:

1. Participate in the creation of a multiyear integrated preparedness plan (MYIPP) with the North Dakota Department of Health and Human Services (NDDHHS) Emergency Preparedness and Response Unit (EPR).
2. To maintain the capacity and capability to manage, distribute, dispense, and administer MCMs, conduct drills involving facility setup, staff notification and assembly, and site activation. Submit the dates of the drills scheduled to NDDHHS. Results of all scheduled drills will be forwarded to the NDDHHS no later than June 1, 2027.
3. Conduct a mass prophylaxis dispensing exercise/training annually that includes all pertinent jurisdictional leadership and emergency support function leads, planning and operational staff, and all applicable personnel. Submit the resulting exercise data, after action report(s), improvement plans and other required reports to the NDDHHS EPR.
4. Work in conjunction with the NDDHHS EPR to conduct required exercises listed in the Public Health Emergency Preparedness Cooperative Agreement and the Exercise Framework Supplemental Guidance.
5. Complete a full-scale exercise once during the PHEP FY2025-29 operational period, focusing on vaccination of at least one critical workforce group, to demonstrate readiness for a pandemic scenario.
6. Assemble State Strategic National Stockpile (SNS) and local City Readiness Initiative (CRI) planners to convene periodic CRI discussions to enable participants to engage in the exchange of CRI information, review plans for media monitoring and communication surveillance activities, update SNS plans, educate and train volunteers and network to improve CRI program success.
7. Continue development and augmentation of Grantee’s scalable plans with supporting infrastructure that is consistent with state plans so that the selected Metropolitan Statistical Areas (MSAs) are prepared to provide medical countermeasures during an event.
 - Identify point of dispensing (POD) sites to accommodate the provision of antibiotics to the affected population.
 - Recruit volunteer staff for POD operations and populate the Public Health Emergency Volunteer/Medical Reserve Corps (PHEVR/MRC).
 - Orient and train volunteer staff (clinical and non-clinical) for POD operations. Training could include pre-event and/or just-in-time tools.
 - Coordinate with state and local law enforcement to develop a comprehensive security plan.
 - Coordinate with jurisdictions across the MSA to ensure consistent health communication messaging and dissemination of public information.
 - Maintain plans that are consistent with state plans to provide prophylaxis through alternate methods to increase population throughput. Examples include Drive-thru Prophylaxis, company prophylaxis, mobile mass prophylaxis teams, and closed POD.
 - Determine threshold criteria for shifting from a clinical dispensing model to a non-clinical model of dispensing.

Fargo – Cass Public Health City Readiness Initiative (CRI)

8. All plans must be available in the Bold Planning system. CRI plans must be reviewed and updated annually.

Please refer to the activities outlined in the attached document titled ***PHEP Notice of Funding Opportunity: Cities Readiness Initiative Supplemental Guidance***. Other activities not included in this Notice of Grant Award must be mutually agreed upon between Fargo Cass Public Health and the North Dakota Department of Health and Human Services Emergency Preparedness and Response Unit Director.



M E M O R A N D U M

TO: BOARD OF CITY COMMISSIONERS

FROM: JENN FAUL 
DIRECTOR OF PUBLIC HEALTH

DATE: JULY 6, 2026

**RE: NOTICE OF FINANCIAL AWARD FROM THE NORTH DAKOTA
HOUSING FINANCE AGENCY FOR THE NORTH DAKOTA
HOMELESS GRANT FOR THE GLADYS RAY SHELTER.
NO: NDHG-26-0015
FUNDS: \$360,000
EXPIRES: 06/30/2027**

The attached financial award from the ND Housing Finance Agency helps to support the continuation of the emergency shelter operations and essential services for the Gladys Ray Shelter. This financial award was presented to Mayor Mahoney for a signature on June 18, 2026, to expedite the paperwork.

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

Suggested Motion:

Move to approve this financial award from the ND Housing Finance Agency.

JF/lls
Attachment



Program Type North Dakota Homeless Grant		Project Name Gladys Ray - 2026 NDHG	
Instrument Type ☒ Grant ☐ Loan ☐ Cooperative Agreement		Instrument Number NDHG-26-0015	
Recipient Name Fargo Cass Public Health - Gladys Ray Shelter			
Address 1519 1st Ave S		City Fargo	State ND
ZIP Code 58103			
Grantor/Lender North Dakota Housing Finance Agency, PO Box 1535, Bismarck, ND 58502-1535			
Recipient Federal Identification Number NA	Budget/Project Period 07/01/2026-06/30/2027	Date 06/17/2026	
Recipient Type ☐ State Government ☐ Local Government ☐ Indian Tribal Government ☐ Individual ☐ For Profit Organization ☒ Other Non-Profit Organization ☐ Other (specify) _____			
Funding Source ☐ Federal ☒ State ☐ Other 360,000.00			
Eligible Use of Funds Emergency Shelter Operations, Essential Services			
Type of Award ☒ New ☐ Renewal ☐ Amendment No.	Federal Grant Number (if applicable) NA	CFDA Number (if applicable) NA	
Administering Agency North Dakota Housing Finance Agency	Project Administrator Bridget Mattern	Telephone Number (701) 328-8080	
Procurement Method (if applicable)			
☐ Formal Bid ☐ Noncompetitive Negotiation/Application ☐ Competitive Negotiation/Application ☐ Small Purchase			

NDHFA Funds Awarded this Action	360,000.00
NDHFA Carryover Funds Authorized	
NDHFA Previous Award(s) this Project Period	
NDHFA Previous De-authorizations this Project Period	
Current NDHFA Funds Authorized	360,000.00
Recipient Share of Budget	
Total Approved Budget	360,000.00
Remarks Approved Budget: Emergency Shelter Operations & Essential Services \$360,000.00	

This award agreement is entered into by the RECIPIENT and GRANTOR specified above. The RECIPIENT agrees to implement the tasks delineated in this award and will comply with all incorporated and referenced terms and conditions. The award consists of this signatory sheet, the attached terms and conditions letter, and previously provided application.

EVIDENCE OF RECIPIENT ACCEPTANCE

Print Name <i>Dr. Timothy J. Mahoney</i>	Signature <i>[Signature]</i>	Date <i>6/18/26</i>
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EVIDENCE OF GRANTOR ACCEPTANCE

Print Name Jennifer Henderson	Signature <i>[Signature]</i>	Date 06/30/2026
----------------------------------	---------------------------------	--------------------

EVIDENCE OF RECIPIENT ACCEPTANCE (CONTINUED)

<i>Jenn Faul</i>	<u>6/25/2026</u>
Jenn Faul, Director of Public Health	Date

FINANCIAL AWARD TERMS AND CONDITIONS
PLANNING AND HOUSING DEVELOPMENT DIVISION
ATTACHMENT TO SFN 60139(06/26)

Terms and Conditions

Section 1. General Assistance Terms and Conditions

A. State Appropriation Authority

Fund authorized under this Financial Award are subject to state appropriation authority.

B. Scope of Work

All work and activities authorized under this Financial Award will be performed in accordance with the terms and conditions outlined in the Emergency Solutions Grant and North Dakota Homeless Grant Administrative Manual and the approved activities.

C. Reimbursement

Payment of NDHG funds will be completed as a reimbursement. To ensure NDHG funds are being utilized and subrecipients are meeting the required expenditure deadline, subrecipients must request reimbursement at least once each **MONTH** unless provided an exception by NDHFA for other timing. Requests must be submitted for \$1,000 or more, in a format approved by NDHFA, and must include a detailed breakdown of expenses incurred and NDHG funds requested. Recipients who have less than \$1,000 remaining in their award may request less. Copies of all expenses and documentation of payment must be submitted for verification purposes. Lack of documentation or explanation may result in a delay in payment. **Final reimbursement requests must be received by July 10, 2027.**

D. Reallocation

Subrecipients who do not expend at least forty (40) percent of the financial award by December 31, 2026 may have a portion of their unexpended award rescinded. The amount of funds rescinded will be calculated based on the 6-month average expenditure performance. Subrecipients with unexpended funds after the final reimbursement deadline will be reallocated to applications who received funding in the next application round.

E. Limitations on Expenditures

The total cost of performing tasks under the Financial Award must not exceed the total funds authorized and will be limited to and in accordance with those identified in the budget.

F. Timely Obligation of Funds

The Recipient must obligate all grant funds within the award timeline of this Financial Award. At least one Request for Funds must be submitted to NDHFA not less than once during each month of the program year. Failure to obligate or request reimbursement as specified may result in the termination of this award.

G. Amendments and Modifications

When necessary, the recipient may request changes in the scope of services to be provided in this financial award to include any changes in the budget. The request must be made in writing and supported with appropriate documentation. Such changes must not be undertaken until incorporated by written amendments to this financial award.

H. Reporting

The Recipient must submit a final progress report to NDHFA. The program end date is the date of final reimbursement of financial award or June 30, 2027, whichever is sooner. A final progress report is due 30 days after the program end date. Expenditure of funds must be reported by activity funded - Renovation; Rehabilitation or Conversion; Operational; and/or Essential Services. The report must detail NDHG expenditures, and the number of persons served in each component. .

I. Record Retention and Access

Pursuant to N.D.C.C. § 54-10-19, all records, regardless of physical form, and the accounting practices and procedures of Recipient relevant to this Financial Award are subject to examination by the NDHFA Staff, North Dakota State Auditor, the Auditor's designee, or Federal auditors, if required. NDHFA and duly authorized officials of the State shall have full access and the right to examine any pertinent documents, papers, records, and books of the Recipient and of persons or organizations the Recipient may contract with which involve transactions related to this Financial Award. The Recipient shall retain all documents, papers, records, and books that are pertinent to this Financial Award for a period of five (5) years following the submission of the final progress report or until all audit findings have been resolved, whichever is later unless otherwise stated in this agreement.

J. Subcontracting

The Recipient shall not assign, transfer, or subcontract professional service responsibilities (excluding approved construction and rehabilitation services) covered under this Award without prior written approval of the NDHFA.

K. Prohibition Against Payment of Bonus or Commission

The assistance provided under this Financial Award shall not be used in the payment of any bonus or commission for the purpose of the preparation of and/or activities associated with obtaining approval of the work proposal.

L. Termination

The Recipient and NDHFA may terminate this Financial Award agreement at any time by giving written notice to the other party of such termination and specifying the effective date thereof and the cause for the termination. Unless otherwise noted in Section 2. of this award, the other party must receive such notice at least thirty (30) days before the effective date of termination. Cause for termination may include nonperformance of specified work activities and noncompliance with the terms and conditions of this Award. NDHFA shall be liable only for work performed or services provided under this Award prior to the effective date of termination.

M. Default

If the Recipient fails to comply with the terms of this Financial Award or fails to use the Financial Award for only those purposes set forth herein, NDFHA may, unless otherwise noted in Section 2;

- a. After notice to the Recipient, suspend the award and withhold further payment or prohibit the Recipient from incurring additional obligations of grant funds, pending corrective action by the Recipient.
- b. Terminate the Award in whole, or in part, at any time before the final award payment is made. NDHFA shall promptly notify the Recipient in writing of the determination to terminate, the reason for such termination, and the effective date of the termination.

N. Non-Discrimination

The Recipient agrees that it will be subject to and will comply with Title VI of the Civil Rights Act of 1964, Executive Order 11246 as amended by the Executive Orders 11375 and 12086, the Age Discrimination Act of 1975, and Title VIII of the Civil Rights Act of 1968. Under these acts, no person shall on the grounds of race, color, religion, sex, national origin, or age be excluded from participation in, be denied the benefits or be otherwise subject to discrimination under this program.

Section 504 Rehabilitation Act of 1973 and ADA generally requires any individual with a disability, who is otherwise qualified, shall not be excluded from participation in, or denied the benefits of, or otherwise subjected to discrimination in any program or activity receiving by reason of that disability.

The 1975 Age Discrimination Act, as amended provides that no person shall be excluded from participation, denied program benefits, or subjected to discrimination on the basis of age, under any program or activity receiving funds.

O. Accessibility

The Recipient's program both staff and facility are required to be readily accessible to and usable by persons with disabilities in accordance with Section 504 of the Rehabilitation Act and implementing regulations at 24 CFR Part 8; the Fair Housing Act and implementing regulations at 24 CFR Part 100; and Title II of the Americans with Disabilities Act and 28 CFR Part 35; where applicable.

P. Code of Conduct

Recipients shall maintain a written code or standards of conduct which shall govern the performance of their officers, employees or agents engaged in the Award and administration of contracts supported by federal funds. No employee, officer or agent of the Recipient shall participate in selection, or in the award or administration of a contract supported by state funds if a conflict of interest, real or apparent, would be involved. Such a conflict would arise when an organization which employs, or is about to employ any of the below, or has a financial or other interest in the firm selected for award.

- a. The employee, officer or agent.
- b. Any member of his immediate family.
- c. His or her partner.

The Recipient's officers, employees or agents shall neither solicit nor accept gratuities, favors or anything of monetary value from contractors, potential contractors, or parties to sub agreements.

To the extent permitted by state or local law or regulations, such standards of conduct shall provide for penalties, sanctions, or other disciplinary actions for violations of such standards by the Recipient's officers, employees, or agents, or by contractors or their agents.

Q. Internal Controls

The recipient must establish and maintain effective internal controls that provide reasonable assurance that the Recipient is complying with the program policies outlined in the ESG/NDHG Administrative Manual. The Recipient must take prompt action when instances of noncompliance are identified including noncompliance identified in audit findings. The recipient must take reasonable measures to safeguard protected personally identifiable information and other information that is designated as sensitive consistent with Federal, state, local and tribal laws regarding privacy and obligations of confidentiality.

Section 2. Programmatic Terms and Conditions- NDHG

A. Compliance with CoC, ESG, and NDHG Written Standards and Procedures

The Recipient is required to adhere to the currently approved CoC, ESG and NDHG Written Standards.

B. Program Operation Program Manual

The recipient is required to establish operational policies which include policies and procedures that are specific to NDHG program operations for each approved component the Recipient was approved for in the financial award budget. Policies must include policy and procedures for evaluating eligibility, coordination among providers including providers of homeless programs, mainstream resources, and housing. Other applicable policies include Housing First, Low-Barrier, Fair Housing, Anti-Discrimination, Termination of Assistance, and Confidentiality.

C. Participation in HMIS or Comparable Database

Recipients of NDHG must ensure that data on all persons served, and activities assisted under NDHG are entered into HMIS. If the Recipient is a victim service provider, the CoC approved comparable database must be used to collect client level data.

D. Coordinated Entry

Recipients must use CARES, the coordinated entry process established by the ND CoC, to evaluate individuals and families applying for NDHG services.

E. Eligible Activities and Components

The Recipient will adhere to the policies and procedures outlined in the NDHG Administrative Manual. Reimbursement for eligible activities and components is limited to the funding amount and components listed in the financial award budget.

F. Participant Eligibility

The recipient will conduct an initial evaluation of participant's eligibility for assistance and the amount and types of assistance the participant is eligible to receive. Recipients will maintain participant files that certify the participant meets the definition of homeless or at-risk of homeless and the amount and type of assistance provided.

G. Termination of Assistance

The Recipient must have established policies and procedures for termination of assistance. This includes a formal process establishing a clear process to provide written notice to the program participant the reasons for termination, allowing the participant the opportunity to appeal the decision, and provide prompt notification of the final decision of termination.

H. Verification of Ownership (Rehabilitation Funds Only)

The Recipient must submit to NDHFA, within 60 days, verification of ownership of the property by the Recipient or a lease agreement giving the Recipient control of the property at least until the end of the project. (For rehab projects only).

I. Hotel/Motel/Commercial Leasing

Recipients providing emergency shelter or vouchers for hotels or motels or other commercial facilities must certify that leases have been negotiated which provide that the living space will be rented at substantially less than the daily room rate otherwise charged by the facility, and that the Recipient has considered using other facilities as emergency shelter and has determined that the use of the hotel or motel provides the most cost effective means of providing emergency shelter for the homeless in its jurisdiction.

J. Faith Based Organization

The Recipient must comply with provisions contained in 24 CFR 576.23 and Executive Order 13559 regarding faith-based organizations as outlined in Attachment A of this award.

K. Youth Eligibility

Youth aged 24 and under seeking assistance shall not be required to provide third party documentation to establish their eligibility under 42 U.S.C. 11302(a) or (b) to receive services. Unaccompanied youth aged 24 and under or families headed by youth aged 24 or under who are living in unsafe situations may be served by youth-serving providers.

Section 3. Certifications

A. Authority of Representative Signor

The authorized representative of the approved recipient who signs the certifications, assurances and executes the financial award affirms that the authorized representative has adequate authority under state and local law, and internal policies of the Recipient to execute the financial award and agreements and authority to provide for certifications and assurances and agreements on behalf of the Recipient.

B. Standard Assurances

The recipient assures that it will comply with all applicable local, state, and federal statutes, regulations executive orders, circulars, and other federal and state administrative requirements in carrying out the grant.

C. Debarment and Suspension

The recipient warrants that it has no current or outstanding criminal, civil, or enforcement actions initiated Federally or by the State pending and agrees that it will immediately notify NDHFA of any such actions. If such actions arise during the term of the financial award, the Recipient agrees that NDHFA may delay, withhold, or deny continued payment of grant reimbursement requests until such actions are resolved.

The Recipient certifies that it or its principals have not been convicted of nor had a civil judgement rendered against them for commission of fraud or criminal offence in connection with obtaining, attempting to obtain, or performing a public transaction, or have not been terminated for cause or default. The Recipient certifies that neither it nor its principals nor any of its subcontractors are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from doing business or receiving funds from any federal agency or by any department, agency, or political subdivision of the State of North Dakota. The term "principal" for the purpose of this certification means an officer, director, owner, partner, key employee or other person with primary management or supervisor responsibility, or a person who has a critical influence on or substantive control over the operations of the Recipient.

The Recipient certifies that it will not employ, contract, or engage in services with any contractors or subcontractors that are currently debarred, suspended, or ineligible to do business with or in the State of North Dakota, including active registration with the ND Secretary of State.

D. Drug Free Workplace

The Recipient's internal policies include a statement notifying its employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifies the actions in policy that may be taken against employees for violation of that prohibition.



MEMORANDUM

DATE: July 6, 2026
TO: Board of City Commissioners
FROM: Shawn Ouradnik, Inspections Director
SUBJECT: Rejection of proposals for the demolition of the Dangerous Building at 115 6TH AVE N,
Fargo, ND (RFP26210)

Request for Proposals (RFP26210) for the demolition of the dangerous building located at 115 6th Ave N, Fargo, ND closed on June 29, 2026, at 2:00 p.m.

One qualifying proposal was received from LinnCo in the amount of \$138,350.00.

Following review, the proposal amount was determined to be significantly higher than the historical cost range typically associated with demolition projects of similar size and scope. Due to the limited competition and the proposal exceeding historical budget expectations, the Inspections Department has requested that the proposal be rejected, and the solicitation be updated and reissued.

Updating and reissuing the solicitation will provide an opportunity to obtain additional competitive proposals and better align pricing with the historical market range for this type of work while ensuring the City receives the best overall value.

Recommendation

It is recommended that the City Commission reject the single qualifying proposal received from LinnCo in the amount of \$138,350.00 for the demolition of the dangerous building located at 115 6th Ave N, Fargo, ND, and authorize the Inspections Department to reissue RFP26210 with revised solicitation timelines to encourage additional competition and obtain proposals that more closely align with historical pricing for this scope of work.

WA2509

NOTE: This Project is using SRF Loan Funds and there are additional terms and conditions required to comply with the contract specifications. Please confirm all requirements are met and documents are included in your bid. This Project will comply with SRF requirements. In the event of a discrepancy between EJCDC contracting requirements and SRF contracting requirements, the SRF contracting requirements shall prevail.

APPROVED **AGREEMENT BETWEEN OWNER AND CONTRACTOR**
By the Board of City Commissioners **FOR CONSTRUCTION CONTRACT (STIPULATED PRICE)**

This Agreement is by and between the City of Fargo ("Owner") and [Johnson & Schock Excavating, LLC] ("Contractor").

Terms used in this Agreement have the meanings stated in the General Conditions and the Supplementary Conditions.

Owner and Contractor hereby agree as follows:

ARTICLE 1—WORK

- 1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows: **WATER SERVICE REPLACEMENT PROJECT 2026-06.**

ARTICLE 2—THE PROJECT

- 2.01 The Project, of which the Work under the Contract Documents is a part, is generally described as follows: Water Service Replacement Project 2026-06

ARTICLE 3—ENGINEER

- 3.01 The Owner has retained Houston Engineering, Inc. ("Engineer") to act as Owner's representative, assume all duties and responsibilities of Engineer, and have the rights and authority assigned to Engineer in the Contract.
- 3.02 The part of the Project that pertains to the Work has been designed by the Engineer.

ARTICLE 4—CONTRACT TIMES

- 4.01 *Time is of the Essence*
- A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.
- 4.02 *Contract Times: Dates*

Project Start Date:

It is anticipated a notice to proceed will be issued between July 15 and August 3, 2026.

Substantial Completion Date: October 16, 2026

Substantial Completion shall consist of all work included in the contract and have roadway open to the public. See following provisions:

Final Completion Date: October 30, 2026

Final Completion shall include all remaining work items, punch list items, and cleanup.

Failure to meet completion dates will result in liquidated damages being applied per the contract based off the City of Fargo's current version of Liquidated Damages Schedule for Final Completion.

Additional Provisions for All Phases:

- The Contractor shall have 28 days from the start of service work to completion of permanent pavement patch per site.
- The Contractor shall have 1-day per site to complete the work and open the roadway to thru traffic utilizing temporary surface material.
- The Contractor will be allowed a 5-day closure for the installation of permanent pavement patch per identified site.
- Liquidated damages of \$350 per day per site will be assessed to the Contractor for failure to complete the work within the timelines described in the Additional Provisions.

Milestone:

Parts of the work must be substantially completed on or before the following Milestone(s):

Milestone 1 – Contractor shall substantially complete work for **1314 6 Ave S.** on or before **August 15, 2026**. Liquidated damages of \$350 per day will be assessed to the contractor for failure to complete the work within the time specified above.

4.03 Liquidated Damages

- A. Contractor and Owner agree that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial and other losses if the Work is not completed and Milestones not achieved within the Contract Times, as duly modified. The parties also recognize the delays, expense, and difficulties involved in proving, in a legal proceeding, the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty):
1. Substantial Completion: Contractor shall pay Owner the amount for each day that expires after the time (as duly adjusted pursuant to the Contract) as specified in Paragraph 4.02 above for Substantial Completion until the Work is substantially complete.
 2. Completion of Remaining Work: After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times (as duly adjusted pursuant to the Contract) for completion and readiness for final payment, Contractor shall pay Owner the amount as specified in Paragraph 4.02 above for each day that expires after such time until the Work is completed and ready for final payment. Liquidated damages for failing to timely attain Substantial Completion and final completion are not additive and will not be imposed concurrently.

ARTICLE 5—CONTRACT PRICE

5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents an amount in current funds equal to the sum of the amounts determined pursuant to Paragraphs 5.01.A and 5.01B below, subject to adjustment under the Contract:

- A. For all Unit Price Work, an amount equal to the sum of the extended prices (established for each separately identified item of Unit Price Work by multiplying the unit price times the actual quantity of that item).

The extended prices for Unit Price Work set forth as of the Effective Date of the Contract are based on estimated quantities. As provided in Paragraph 13.03 of the General Conditions, estimated quantities are not guaranteed, and determinations of actual quantities and classifications are to be made by Engineer.

- B. For all Work, at the prices stated in Contractor's Bid, attached hereto as an exhibit.

ARTICLE 6—PAYMENT PROCEDURES

6.01 *Submittal and Processing of Payments*

- A. Contractor shall submit Applications for Payment in accordance with Article 15 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.

6.02 *Progress Payments; Retainage*

- A. Owner shall make progress payments on the basis of Contractor's Applications for Payment on a monthly during performance of the Work as provided in Paragraph 6.02.A.1 below, provided that such Applications for Payment have been submitted in a timely manner and otherwise meet the requirements of the Contract. All such payments will be measured by the Schedule of Values established as provided in the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no Schedule of Values, as provided elsewhere in the Contract.

1. Owner may retain five percent (5%) of the amount due Contractor until the completion of the entire Contract work. In no case will the Owner make payment to a contractor who is in default under the terms of the Contract unless expressly authorized by the Board of City Commissioners.
2. The retained amounts will be according to the following table:

Percentage of Completion	Percent Retained
0-90%	5%
91-100%	1-5%*
* Reduction of retainage is at the discretion of the Engineer based on the progress of the contract	

6.03 *Final Payment*

- A. Upon final completion and acceptance of the Work, Owner shall pay the remainder of the Contract Price in accordance with Paragraph 15.06 of the General Conditions.

6.04 *Consent of Surety*

- A. Owner will not make final payment or return or release retainage at Substantial Completion or any other time, unless Contractor submits written consent of the surety to such payment, return, or release.

6.05 *Interest*

- A. All amounts not paid when due shall bear interest at the rate of 1.5 percent per annum.

ARTICLE 7—CONTRACT DOCUMENTS

7.01 *Contents*

- A. The Contract Documents consist of all of the following:
1. This Agreement.
 2. Bonds:
 - a. Performance bond (together with power of attorney).
 - b. Payment bond (together with power of attorney).
 3. General Conditions.
 4. Supplementary Conditions.
 5. City of Fargo Standard Specifications as listed in the table of contents of the project manual (not attached but incorporated by reference).
 6. Drawings (not attached but incorporated by reference) with each sheet bearing the following general title: Water Service Replacement Project 2026-06.
 7. City of Fargo Standard Specifications for Construction (not attached but incorporated by reference).
 8. Addenda (numbers [none] to [none], inclusive).
 9. Exhibits to this Agreement (enumerated as follows):
 - a. Contractor's Bid
 10. The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:
 - a. Notice to Proceed.
 - b. Work Change Directives.
 - c. Change Orders.
 - d. Field Orders.
- B. The Contract Documents listed in Paragraph 7.01.A are attached to this Agreement (except as expressly noted otherwise above).

- C. There are no Contract Documents other than those listed above in this Article 7.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in the Contract.

ARTICLE 8—REPRESENTATIONS, CERTIFICATIONS, AND STIPULATIONS

8.01 Contractor's Representations

- A. In order to induce Owner to enter into this Contract, Contractor makes the following representations:
 - 1. Contractor has examined and carefully studied the Contract Documents, including Addenda.
 - 2. Contractor has visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
 - 3. Contractor is familiar with all Laws and Regulations that may affect cost, progress, and performance of the Work.
 - 4. Contractor has carefully studied the reports of explorations and tests of subsurface conditions at or adjacent to the Site and the drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, with respect to the Technical Data in such reports and drawings.
 - 5. Contractor has carefully studied the reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, with respect to Technical Data in such reports and drawings.
 - 6. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Technical Data identified in the Supplementary Conditions or by definition, with respect to the effect of such information, observations, and Technical Data on (a) the cost, progress, and performance of the Work; (b) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and (c) Contractor's safety precautions and programs.
 - 7. Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
 - 8. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
 - 9. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and of

discrepancies between Site conditions and the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.

10. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

11. Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.

8.02 Contractor's Certifications

A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 8.02:

1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process or in the Contract execution;
2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and
4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

8.03 Standard General Conditions

A. Owner stipulates that if the General Conditions that are made a part of this Contract are EJCDC® C-700, Standard General Conditions for the Construction Contract (2018), published by the Engineers Joint Contract Documents Committee, and if Owner is the party that has furnished said General Conditions, then Owner has plainly shown all modifications to the standard wording of such published document to the Contractor, through a process such as highlighting or "track changes" (redline/strikeout), or in the Supplementary Conditions.

ARTICLE 9—MISCELLANEOUS

9.01 Terms

A. Terms used in this Agreement will have the meanings stated in the General Conditions and the Supplementary Conditions.

9.02 Assignment of Contract

A. Unless expressly agreed to elsewhere in the Contract, no assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation,

money that may become due and money that is due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

9.03 *Successors and Assigns*

- A. Owner and Contractor each binds itself, its successors, assigns, and legal representatives to the other party hereto, its successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

9.04 *Severability*

- A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement.

This Agreement will be effective on [6/19/2026] (which is the Effective Date of the Contract).

Owner:	Contractor:
_____	<u>Johnson & Schock Excavating, LLC</u>
(typed or printed name of organization)	(typed or printed name of organization)
By: _____	By: _____
(individual's signature)	(individual's signature)
Date: _____	Date: <u>6/24/26</u>
(date signed)	(date signed)
Name: _____	Name: <u>Josh Johnson</u>
(typed or printed)	(typed or printed)
Title: _____	Title: <u>Owner</u>
(typed or printed)	(typed or printed)
Attest: _____	(If [Johnson & Schock Excavating, LLC] is a corporation, a partnership, or a joint venture, attach evidence of
(individual's signature)	Attest: _____
Title: _____	(individual's signature)
(typed or printed)	Title: <u>Owner</u>
Address for giving notices:	(typed or printed)
_____	Address for giving notices:
_____	<u>4080 98th Ave. So.</u>
_____	<u>Fargo, ND 58104</u>
_____	_____

Designated Representative:

Name: _____
(typed or printed)

Title: _____
(typed or printed)

Address: _____

Phone: _____

Email: _____

(If [Type of Entity] is a corporation, attach evidence of authority to sign. If [City of Fargo] is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of this Agreement.)

Designated Representative:

Name: Josh Johnson
(typed or printed)

Title: Owner
(typed or printed)

Address: 4080 98th Ave. So
Fargo, N. Dak 58104

Phone: 701-282-3659

Email: josh@johnson-schock.com

License No.: 57778
(where applicable)

State: No. Dakota

APPROVED AS TO FORM

_____ 20 _____

CITY ATTORNEY



APPROVED
By the Board of City Commissioners

Bond # 7462599

PERFORMANCE BOND

The American Institute of Architects,
AIA Document No. A312 (December, 1984 Edition)
Any singular reference to Contractor, Surety, Owner or other
party shall be considered plural where applicable.

CONTRACTOR (Name and Address):
Johnson & Schock Excavating, LLC
4080 98th Ave S
Fargo, ND 58104
CONSTRUCTION CONTRACT

Date: 06/19/2026

Amount: \$615,288.00

Description (Name and Location): Water Service Replacement Project 2026-06
City Project No. - WA2509

BOND

Date (Not earlier than Construction Contract Date): 06/23/2026

Amount: \$615,288.00

Modifications to this Bond:

CONTRACTOR AS PRINCIPAL

Company: Johnson & Schock Excavating, LLC (Corporate Seal)
Signature: 
Name and Title: Josh Johnson, Owner

(Any additional signatures appear on page 2.)

(FOR INFORMATION Only- Name, Address and Telephone)
AGENT or BROKER:

1 The Contractor and the Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.

2 If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except to participate in conferences as provided in Subparagraph 3.1.

3 If there is no Owner Default/ the Surety's obligation under this Bond shall arise after:

3.1 The Owner has notified the Contractor and the Surety at its address described in Paragraph 10 below that the Owner is considering declaring a Contractor Default and has requested and attempted to arrange a conference with the Contractor and the Surety to be held not later than fifteen days after receipt of such notice to discuss methods of performing the Construction Contract. If the Owner, the Contractor and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default; and

3.2 The Owner has declared a Contractor Default and formally terminated the Contractor's right to complete the contract. Such Contractor Default shall not be declared earlier than twenty days after the Contractor and Surety have received notice as provided in Subparagraph 3.1; and

OWNER (Name and Address):

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

SURETY (Name and Principal Place of Business):

Old Republic Surety Company
1415 28th Street, Suite 420
West Des Moines, IA 50266

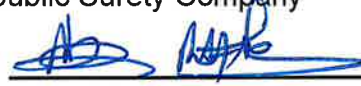
APPROVED AS TO FORM

20

☐ None

☐ CITY ATTORNEY ☐ See Page 2

SURETY

Company: Old Republic Surety Company (Corporate Seal)
Signature: 
Name and Title: Pat A. Thomas, Attorney-in-Fact

OWNER'S REPRESENTATIVE (Architect, Engineer or other party):

3.3 The Owner has agreed to pay the Balance of the Contract Price to the Surety in accordance with the terms of the Construction Contract or to a contractor selected to perform the Construction Contract in accordance with the terms of the contract with the Owner.

4 When the Owner has satisfied the conditions of Paragraph 3, the Surety shall promptly and at the Surety's expense take one of the following actions:

4.1 Arrange for the Contractor with consent of the Owner, to perform and complete the Construction Contract; or

4.2 Undertake to perform and complete the Construction Contract itself, through its agents or through independent contractors; or

4.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and the contractor selected with the Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Paragraph 6 in excess of the Balance of the Contract Price incurred by the Owner resulting from the Contractor's default; or

4.4 Waive its right to perform and complete, arrange for completion, Or obtain a new contractor and with reasonable promptness under the circumstances:

- .1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, tender payment therefor to the Owner; or
- .2 Deny liability in whole or in part and notify the Owner citing reasons therefor.

5 If the Surety does not proceed as provided in Paragraph 4 with reasonable promptness, the Surety shall be deemed to be in default on this Bond fifteen days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its Obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Subparagraph 4.4, and the Owner refuses the payment tendered or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.

6 After the Owner has terminated the Contractor's right to complete the Construction Contract, and if the Surety elects to act under Subparagraph 4.1, 4.2, or 4.3 above, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. To the limit of the amount of this Bond, but subject to commitment by the Owner of the Balance of the Contract Price to mitigation of costs and damages on the Construction Contract, the Surety is obligated without duplication for:

- 6.1 The responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;
- 6.2 Additional legal design professional and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Paragraph 4; and
- 6.3 Liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.

7 The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall

MODIFICATIONS TO THIS BOND ARE AS FOLLOWS:

(Space is provided below for additional signatures of added parties other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL Company: _____	(Corporate Seal)	SURETY Company: <u>Old Republic Surety Company</u>	(Corporate Seal)
Address: _____		Address: _____	
Name and Title: _____		Name and Title: _____	
Signature: _____		Signature: _____	

INDIVIDUAL

STATE OF _____ }
 COUNTY OF _____ } ss

On this _____ day of _____, _____, before me personally appeared _____ to me known and known to me to be the individual in and who executed the foregoing instrument and _____ acknowledged to me that _____ executed the same in his individual capacity.

 Notary Public

COPARTNERSHIP

STATE OF _____ }
 COUNTY OF _____ } ss

On this _____ day of _____, _____, before me personally appeared _____ to me known and known to me to be one of the firm of _____ described in and who executed the foregoing instrument and he/she thereupon acknowledged to me that he/she executed the same as and for the act and deed of said firm.

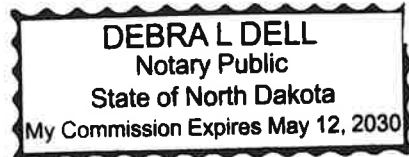
 Notary Public

CORPORATE

STATE OF North Dakota }
 COUNTY OF Cass } ss

On this 25th day of June, 2026, before me personally appeared Josh Johnson to me known, who, being by me first duly sworn, did depose and say that he/she resides in North Dakota; that he/she is the Owner of Johnson & Schock Excavating, LLC the corporation described in and which executed the foregoing instrument; that he/she knows the corporate seal of said corporation; that the corporate seal affixed to said instrument is such corporate seal; that it was so affixed by order and authority of the Board of Directors of said corporation, and that he/she signed his/her name thereto by like order and authority.

Debra L Dell
 Notary Public

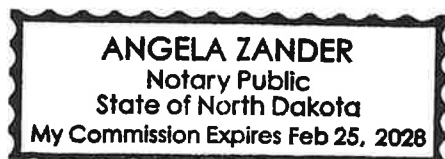
**SURETY**

STATE OF North Dakota }
 COUNTY OF Burleigh } ss

I, Angela Zander Notary Public of Burleigh County, in the State of North Dakota do hereby certify that Pat A. Thomas Attorney-in-Fact, of the Old Republic Surety Company, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he/she signed, sealed and delivered said instrument, for and on behalf of the Old Republic Surety Company, for the uses and purposes therein set forth.

Given under my hand and notarial seal at my office in the City of Bismarck in said County, this 23rd day of June, A.D. 2026.

Angela Zander
 Notary Public





OLD REPUBLIC SURETY COMPANY

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That OLD REPUBLIC SURETY COMPANY, a Wisconsin stock insurance corporation, does make, constitute and appoint: **PAT A. THOMAS, MICHAEL J. THOMAS, JUSTIN P. THOMAS, BRANDI SCHLAUDERAFF, ANGELA ZANDER, MCKAYLA BLEWETT, JOANNA DUFFEY, MCKENZIE THOMAS, JENNA HALVERSON**

of BISMARCK, ND

its true and lawful Attorney(s)-in-Fact, with full power and authority for and on behalf of the company as surety, to execute and deliver and affix the seal of the company thereto (if a seal is required), bonds, undertakings, recognizances or other written obligations in the nature thereof, **(other than bail bonds, bank depository bonds, mortgage deficiency bonds, mortgage guaranty bonds, guarantees of installment paper and note guaranty bonds, self-insurance workers compensation bonds guaranteeing payment of benefits, or black lung bonds)**, as follows:

ALL WRITTEN INSTRUMENTS

and to bind OLD REPUBLIC SURETY COMPANY thereby, and all of the acts of said Attorneys-in-Fact, pursuant to these presents, are ratified and confirmed. This appointment is made under and by authority of the board of directors at a special meeting held on February 18, 1982.

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following resolutions adopted by the board of directors of the OLD REPUBLIC SURETY COMPANY on February 18, 1982.

RESOLVED that, the president, any vice-president or assistant vice president, in conjunction with the secretary or any assistant secretary, may appoint attorneys-in-fact or agents with authority as defined or limited in the instrument evidencing the appointment in each case, for and on behalf of the company to execute and deliver and affix the seal of the company to bonds, undertakings, recognizances, and suretyship obligations of all kinds; and said officers may remove any such attorney-in-fact or agent and revoke any Power of Attorney previously granted to such person.

RESOLVED FURTHER, that any bond, undertaking, recognizance, or suretyship obligation shall be valid and binding upon the Company

- (i) when signed by the president, any vice president or assistant vice president, and attested and sealed (if a seal be required) by any secretary or assistant secretary; or
- (ii) when signed by the president, any vice president or assistant vice president, secretary or assistant secretary, and countersigned and sealed (if a seal be required) by a duly authorized attorney-in-fact or agent; or
- (iii) when duly executed and sealed (if a seal be required) by one or more attorneys-in-fact or agents pursuant to and within the limits of the authority evidenced by the Power of Attorney issued by the company to such person or persons.

RESOLVED FURTHER that the signature of any authorized officer and the seal of the company may be affixed by facsimile to any Power of Attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the company; and such signature and seal when so used shall have the same force and effect as though manually affixed.

IN WITNESS WHEREOF, OLD REPUBLIC SURETY COMPANY has caused these presents to be signed by its proper officer, and its corporate seal to be affixed this 26th day of October, 2023

Karen J. Haffner
Assistant Secretary



OLD REPUBLIC SURETY COMPANY

Alan Pavlic
President

STATE OF WISCONSIN, COUNTY OF WAUKESHA - SS

On this 26th day of October, 2023, personally came before me, Alan Pavlic and Karen J. Haffner, to me known to be the individuals and officers of the OLD REPUBLIC SURETY COMPANY who executed the above instrument, and they each acknowledged the execution of the same, and being by me duly sworn, did severally depose and say: that they are the said officers of the corporation aforesaid, and that the seal affixed to the above instrument is the seal of the corporation, and that said corporate seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority of the board of directors of said corporation.



Kathryn R. Pearson
Notary Public

My Commission Expires: September 28, 2026

(Expiration of notary's commission does not invalidate this instrument)

CERTIFICATE

I, the undersigned, assistant secretary of the OLD REPUBLIC SURETY COMPANY, a Wisconsin corporation, CERTIFY that the foregoing and attached Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolutions of the board of directors set forth in the Power of Attorney, are now in force.

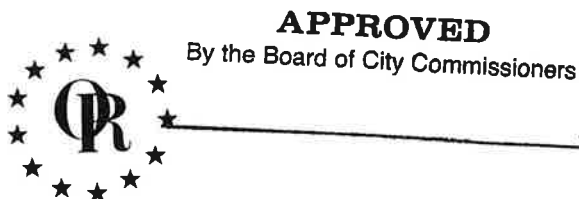
40-1457



Signed and sealed at the City of Brookfield, WI this 23rd day of June, 2026

Karen J. Haffner
Assistant Secretary

ORSC 22262 (3-06)



APPROVED

By the Board of City Commissioners

Bond # 7462599

PAYMENT BOND

The American Institute of Architects, AIA Document No. A312
(December, 1984 Edition). Any singular reference to Contractor, Surety,
Owner or other party shall be considered plural where applicable.

CONTRACTOR (Name and Address):
Johnson & Schock Excavating, LLC
4080 48th Ave. S
Fargo, ND 58104

SURETY (Name and Principal Place of Business):
Old Republic Surety Company
1415 28th Street, Suite 420
West Des Moines, IA 50266

OWNER (Name and Address):
City of Fargo
225 4th Street North
Fargo, ND 58102

CONSTRUCTION CONTRACT

Date: 06/19/2026

Amount: \$615,288.00

Description (Name and Location): Water Service Replacement Project 2026-06
City Project No. - WA2509

BOND

Date (Not earlier than Construction Contract Date): 06/23/2026

Amount: \$615,288.00

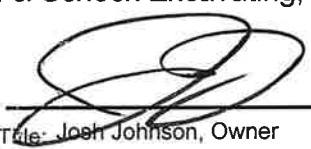
Modifications to this Bond: ☐ None ☐ See Page 2

APPROVED AS TO FORM

20

CONTRACTOR AS PRINCIPAL

Company: (Corporate Seal)
Johnson & Schock Excavating, LLC

Signature: 
Name and Title: Josh Johnson, Owner

SURETY

CITY ATTORNEY

Company: (Corporate Seal)
Old Republic Surety Company

Signature: 
Name and Title: Pat A. Thomas, Attorney-in-Fact

(Any additional signatures appear on page 2.)

(FOR INFORMATION ONLY—Name, Address and Telephone)
AGENT or BROKER:

OWNER'S REPRESENTATIVE (Architect, Engineer or other
party):

1 The Contractor and the Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner to pay for labor, materials and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference.

2 With respect to the Owner, this obligation shall be null and void if the Contractor:

2.1 Promptly makes payment, directly or indirectly, for all sums due Claimants, and

2.2 Defends, indemnifies and holds harmless the Owner from claims, demands, liens or suits by any person or entity whose claim, demand, lien or suit is for the payment for labor, materials or equipment furnished for use in the performance of the Construction Contract, provided the Owner has promptly notified the Contractor and the Surety (at the address described in Paragraph 12) of any claims; demands, liens or suits and tendered defense of such claims, demands, liens or suits to the Contractor and the Surety, and provided there is no Owner Default.

3 With respect to Claimants, this obligation shall be null and void if the Contractor promptly makes payment, directly or indirectly, for all sums due.

4 The Surety shall have no obligation to Claimants under this Bond until:

4.1 Claimants who are employed by or have a direct contract with the Contractor have given notice to the Surety (at the address described in Paragraph 12) and sent a copy, or notice thereof, to the Owner, stating that a claim is being made under this Bond and, with substantial accuracy, the amount of the claim.

4.2 Claimants who do not have a direct contract with the Contractor:

.1 Have furnished written notice to the Contractor and sent a copy, or notice thereof, to the Owner, within 90 days after having last performed labor or last furnished materials or equipment included in the claim stating, with substantial accuracy, the amount of the claim and the name of the party to whom the materials were furnished or supplied or for whom the labor was done or performed; and

.2 Have either received a rejection in whole or in part from the Contractor, or not received within 30 days of furnishing the above notice any communication from the Contractor by which the Contractor has indicated the claim will be paid directly or indirectly; and

.3 Not having been paid within the above 30 days, have sent a written notice to the Surety (at the address described in Paragraph 12) and sent a copy, or notice thereof, to the Owner, stating that a claim is being made under this Bond and enclosing a copy of the previous written notice furnished to the Contractor.

5 If a notice required by Paragraph 4 is given by the Owner to the Contractor or to the Surety, that is sufficient compliance.

6 When the Claimant has satisfied the conditions of Paragraph 4, the Surety shall promptly and at the Surety's expense take the following actions:

6.1 Send an answer to the Claimant, with a copy to the Owner, within 45 days after receipt of the claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed .

6.2 Pay or arrange for payment of any undisputed amounts.

7 The Surety's total obligation shall not exceed the amount of this Bond, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.

8 Amounts owed by the Owner to the Contractor under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any, under any Construction Performance Bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfy obligations of the Contractor and the Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.

9 The Surety shall not be liable to the Owner, Claimants or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligation to make payments to, give notices on behalf of, or otherwise have obligations to Claimants under this Bond.

10 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

11 No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the location in which the work or part of the work is located or after the expiration of one year from the date (1) on which the Claimant gave the notice required by Subparagraph 4.1 or Clause 4.2.3, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this

Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

12 Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the signature page. Actual receipt of notice by Surety, the Owner or the Contractor, however accomplished, shall be sufficient compliance as of the date received at the address shown on the signature page.

13 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

14 Upon request by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor shall promptly furnish a copy of this Bond or shall permit a copy to be made.

15 DEFINITIONS

15.1 Claimant: An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials or equipment for use in the performance of the Contract. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials or equipment were furnished.

15.2 Construction Contract: The agreement between the Owner and the Contractor identified on the signature page, including all Contract Documents and changes thereto.

15.3 Owner Default: Failure of the Owner, which has neither been remedied nor waived, to pay the Contractor as required by the Construction Contract or to perform and complete or comply with the other terms thereof.

MODIFICATIONS TO THIS BOND ARE AS FOLLOWS:

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

(Corporate Seal)

CONTRACTOR AS PRINCIPAL

Company: _____ (Corporate Seal)

SURETY

Company: Old Republic Surety Company

Signature: _____

Name and Title: _____

Address: _____

Signature: _____

Name and Title: _____

Address: _____

INDIVIDUAL

STATE OF _____ }
 COUNTY OF _____ } ss

On this _____ day of _____, _____, before me personally appeared _____ to me known and known to me to be the individual in and who executed the foregoing instrument and _____ acknowledged to me that _____ executed the same in his individual capacity.

 Notary Public

COPARTNERSHIP

STATE OF _____ }
 COUNTY OF _____ } ss

On this _____ day of _____, _____, before me personally appeared _____ to me known and known to me to be one of the firm of _____ described in and who executed the foregoing instrument and he/she thereupon acknowledged to me that he/she executed the same as and for the act and deed of said firm.

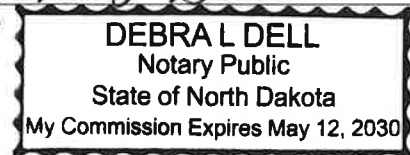
 Notary Public

CORPORATE

STATE OF North Dakota }
 COUNTY OF Cass } ss

On this 25th day of June, 2026, before me personally appeared Josh Johnson to me known, who, being by me first duly sworn, did depose and say that he/she resides in North Dakota; that he/she is the Owner of Johnson & Schock Excavating, LLC the corporation described in and which executed the foregoing instrument; that he/she knows the corporate seal of said corporation; that the corporate seal affixed to said instrument is such corporate seal; that it was so affixed by order and authority of the Board of Directors of said corporation, and that he/she signed his/her name thereto by like order and authority.

 Notary Public

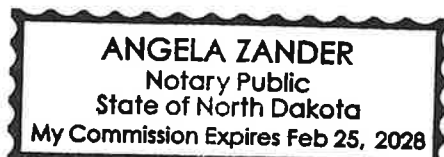
**SURETY**

STATE OF North Dakota }
 COUNTY OF Burleigh } ss

I, Angela Zander Notary Public of Burleigh County, in the State of North Dakota do hereby certify that Pat A. Thomas Attorney-in-Fact, of the Old Republic Surety Company, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he/she signed, sealed and delivered said instrument, for and on behalf of the Old Republic Surety Company, for the uses and purposes therein set forth.

Given under my hand and notarial seal at my office in the City of Bismarck in said County, this 23rd day of June, A.D. 2026.

 Notary Public





OLD REPUBLIC SURETY COMPANY

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That OLD REPUBLIC SURETY COMPANY, a Wisconsin stock insurance corporation, does make, constitute and appoint: **PAT A. THOMAS, MICHAEL J. THOMAS, JUSTIN P. THOMAS, BRANDI SCHLAUDERAFF, ANGELA ZANDER, MCKAYLA BLEWETT, JOANNA DUFFEY, MCKENZIE THOMAS, JENNA HALVERSON**

of BISMARCK, ND

its true and lawful Attorney(s)-in-Fact, with full power and authority for and on behalf of the company as surety, to execute and deliver and affix the seal of the company thereto (if a seal is required), bonds, undertakings, recognizances or other written obligations in the nature thereof, **(other than bail bonds, bank depository bonds, mortgage deficiency bonds, mortgage guaranty bonds, guarantees of installment paper and note guaranty bonds, self-insurance workers compensation bonds guaranteeing payment of benefits, or black lung bonds)**, as follows:

ALL WRITTEN INSTRUMENTS

and to bind OLD REPUBLIC SURETY COMPANY thereby, and all of the acts of said Attorneys-in-Fact, pursuant to these presents, are ratified and confirmed. This appointment is made under and by authority of the board of directors at a special meeting held on February 18, 1982.

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following resolutions adopted by the board of directors of the OLD REPUBLIC SURETY COMPANY on February 18, 1982.

RESOLVED that, the president, any vice-president or assistant vice president, in conjunction with the secretary or any assistant secretary, may appoint attorneys-in-fact or agents with authority as defined or limited in the instrument evidencing the appointment in each case, for and on behalf of the company to execute and deliver and affix the seal of the company to bonds, undertakings, recognizances, and suretyship obligations of all kinds; and said officers may remove any such attorney-in-fact or agent and revoke any Power of Attorney previously granted to such person.

RESOLVED FURTHER, that any bond, undertaking, recognizance, or suretyship obligation shall be valid and binding upon the Company

- (i) when signed by the president, any vice president or assistant vice president, and attested and sealed (if a seal be required) by any secretary or assistant secretary; or
- (ii) when signed by the president, any vice president or assistant vice president, secretary or assistant secretary, and countersigned and sealed (if a seal be required) by a duly authorized attorney-in-fact or agent; or
- (iii) when duly executed and sealed (if a seal be required) by one or more attorneys-in-fact or agents pursuant to and within the limits of the authority evidenced by the Power of Attorney issued by the company to such person or persons.

RESOLVED FURTHER that the signature of any authorized officer and the seal of the company may be affixed by facsimile to any Power of Attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the company; and such signature and seal when so used shall have the same force and effect as though manually affixed.

IN WITNESS WHEREOF, OLD REPUBLIC SURETY COMPANY has caused these presents to be signed by its proper officer, and its corporate seal to be affixed this 26th day of October, 2023

Karen J. Haffner
Assistant Secretary



OLD REPUBLIC SURETY COMPANY

Alan Pavlic
President

STATE OF WISCONSIN, COUNTY OF WAUKESHA - SS

On this 26th day of October, 2023, personally came before me, Alan Pavlic and Karen J. Haffner, to me known to be the individuals and officers of the OLD REPUBLIC SURETY COMPANY who executed the above instrument, and they each acknowledged the execution of the same, and being by me duly sworn, did severally depose and say: that they are the said officers of the corporation aforesaid, and that the seal affixed to the above instrument is the seal of the corporation, and that said corporate seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority of the board of directors of said corporation.



Kathryn R. Pearson
Notary Public

My Commission Expires: September 28, 2026

(Expiration of notary's commission does not invalidate this instrument)

CERTIFICATE

I, the undersigned, assistant secretary of the OLD REPUBLIC SURETY COMPANY, a Wisconsin corporation, CERTIFY that the foregoing and attached Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolutions of the board of directors set forth in the Power of Attorney, are now in force.

40-1457



Signed and sealed at the City of Brookfield, WI this 23rd day of June, 2026

Karen J. Haffner
Assistant Secretary

ORSC 22262 (3-06)



JOHNSCH-01

KTHOMAS

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
6/25/2026

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 Kramer Agency 232 West Century Avenue Bismarck, ND 58503	CONTACT NAME: McKenzie Thomas	
	PHONE (A/C, No, Ext):	FAX (A/C, No):
INSURED Johnson & Schock Excavating, LLC 4080 98th Ave S Fargo, ND 58104	E-MAIL ADDRESS: kenzieta@krameragency.com	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A: Western National Mutual Insurance Company	
	INSURER B:	
	INSURER C:	
	INSURER D:	
INSURER E:		
INSURER F:		
NAIC #		

COVERAGES

CERTIFICATE NUMBER:

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
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC OTHER:	☒	☒	0001687595	4/1/2026	4/1/2027	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY	☒	☒	0001668822	4/1/2026	4/1/2027	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	☒ UMBRELLA LIAB ☒ EXCESS LIAB ☐ CLAIMS-MADE ☒ OCCUR DED ☒ RETENTION \$ 10,000	☒	☒	0001693484	4/1/2026	4/1/2027	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
A	☒ WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	☐ Y/N	☒ N/A	0001687595	4/1/2026	4/1/2027	PER STATUTE ☐ OTH-ER ☐ E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
RE: Project No. WA2509 - Water Service Replacement Project 2026-06
Reference Attached Forms

CERTIFICATE HOLDER

CANCELLATION

City of Fargo
225 4th St N
Fargo, ND 58102

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

NOTE: This Project is using SRF Loan Funds and there are additional terms and conditions required to comply with the contract specifications. Please confirm all requirements are met and documents are included in your bid. This Project will comply with SRF requirements. In the event of a discrepancy between EJCDC contracting requirements and SRF contracting requirements, the SRF contracting requirements shall prevail.

APPROVED

By the Board of City Commissioners

AGREEMENT BETWEEN OWNER AND CONTRACTOR FOR CONSTRUCTION CONTRACT (STIPULATED PRICE)

This Agreement is by and between the City of Fargo ("Owner") and [Johnson & Schock Excavating, LLC] ("Contractor").

Terms used in this Agreement have the meanings stated in the General Conditions and the Supplementary Conditions.

Owner and Contractor hereby agree as follows:

ARTICLE 1—WORK

- 1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows: **WATER SERVICE REPLACEMENT PROJECT 2026-07.**

ARTICLE 2—THE PROJECT

- 2.01 The Project, of which the Work under the Contract Documents is a part, is generally described as follows: **Water Service Replacement Project 2026-07**

ARTICLE 3—ENGINEER

- 3.01 The Owner has retained Houston Engineering, Inc. ("Engineer") to act as Owner's representative, assume all duties and responsibilities of Engineer, and have the rights and authority assigned to Engineer in the Contract.
- 3.02 The part of the Project that pertains to the Work has been designed by the Engineer.

ARTICLE 4—CONTRACT TIMES

4.01 *Time is of the Essence*

- A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

4.02 *Contract Times: Dates*

Project Start Date:

It is anticipated a notice to proceed will be issued between July 15 and August 3, 2026.

Substantial Completion Date: October 16, 2026

Substantial Completion shall consist of all work included in the contract and have roadway open to the public. See following provisions:

Final Completion Date: October 30, 2026

Final Completion shall include all remaining work items, punch list items, and cleanup.

Failure to meet completion dates will result in liquidated damages being applied per the contract based off the City of Fargo's current version of Liquidated Damages Schedule for Final Completion.

Additional Provisions for All Phases:

- The Contractor shall have 28 days from the start of service work to completion of permanent pavement patch per site.
- The Contractor shall have 1-day per site to complete the work and open the roadway to thru traffic utilizing temporary surface material.
- The Contractor will be allowed a 5-day closure for the installation of permanent pavement patch per identified site.
- Liquidated damages of \$350 per day per site will be assessed to the Contractor for failure to complete the work within the timelines described in the Additional Provisions.

4.03 Liquidated Damages

- A. Contractor and Owner agree that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial and other losses if the Work is not completed and Milestones not achieved within the Contract Times, as duly modified. The parties also recognize the delays, expense, and difficulties involved in proving, in a legal proceeding, the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty):
1. Substantial Completion: Contractor shall pay Owner the amount for each day that expires after the time (as duly adjusted pursuant to the Contract) as specified in Paragraph 4.02 above for Substantial Completion until the Work is substantially complete.
 2. Completion of Remaining Work: After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times (as duly adjusted pursuant to the Contract) for completion and readiness for final payment, Contractor shall pay Owner the amount as specified in Paragraph 4.02 above for each day that expires after such time until the Work is completed and ready for final payment. Liquidated damages for failing to timely attain Substantial Completion and final completion are not additive and will not be imposed concurrently.

ARTICLE 5—CONTRACT PRICE

- 5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents an amount in current funds equal to the sum of the amounts determined pursuant to Paragraphs 5.01.A and 5.01B below, subject to adjustment under the Contract:
- A. For all Unit Price Work, an amount equal to the sum of the extended prices (established for each separately identified item of Unit Price Work by multiplying the unit price times the actual quantity of that item).

The extended prices for Unit Price Work set forth as of the Effective Date of the Contract are based on estimated quantities. As provided in Paragraph 13.03 of the General Conditions, estimated quantities are not guaranteed, and determinations of actual quantities and classifications are to be made by Engineer.

- B. For all Work, at the prices stated in Contractor's Bid, attached hereto as an exhibit.

ARTICLE 6—PAYMENT PROCEDURES

6.01 Submittal and Processing of Payments

- A. Contractor shall submit Applications for Payment in accordance with Article 15 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.

6.02 Progress Payments; Retainage

- A. Owner shall make progress payments on the basis of Contractor's Applications for Payment on a monthly during performance of the Work as provided in Paragraph 6.02.A.1 below, provided that such Applications for Payment have been submitted in a timely manner and otherwise meet the requirements of the Contract. All such payments will be measured by the Schedule of Values established as provided in the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no Schedule of Values, as provided elsewhere in the Contract.
1. Owner may retain five percent (5%) of the amount due Contractor until the completion of the entire Contract work. In no case will the Owner make payment to a contractor who is in default under the terms of the Contract unless expressly authorized by the Board of City Commissioners.
 2. The retained amounts will be according to the following table:

Percentage of Completion	Percent Retained
0-90%	5%
91-100%	1-5%*
* Reduction of retainage is at the discretion of the Engineer based on the progress of the contract	

6.03 Final Payment

- A. Upon final completion and acceptance of the Work, Owner shall pay the remainder of the Contract Price in accordance with Paragraph 15.06 of the General Conditions.

6.04 Consent of Surety

- A. Owner will not make final payment or return or release retainage at Substantial Completion or any other time, unless Contractor submits written consent of the surety to such payment, return, or release.

6.05 *Interest*

- A. All amounts not paid when due shall bear interest at the rate of 1.5 percent per annum.

ARTICLE 7—CONTRACT DOCUMENTS

7.01 *Contents*

- A. The Contract Documents consist of all of the following:
1. This Agreement.
 2. Bonds:
 - a. Performance bond (together with power of attorney).
 - b. Payment bond (together with power of attorney).
 3. General Conditions.
 4. Supplementary Conditions.
 5. City of Fargo Standard Specifications as listed in the table of contents of the project manual (not attached but incorporated by reference).
 6. Drawings (not attached but incorporated by reference) with each sheet bearing the following general title: Water Service Replacement Project 2026-07.
 7. City of Fargo Standard Specifications for Construction (not attached but incorporated by reference).
 8. Addenda (numbers [none] to [none], inclusive).
 9. Exhibits to this Agreement (enumerated as follows):
 - a. Contractor's Bid
 10. The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:
 - a. Notice to Proceed.
 - b. Work Change Directives.
 - c. Change Orders.
 - d. Field Orders.
- B. The Contract Documents listed in Paragraph 7.01.A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 7.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in the Contract.

ARTICLE 8—REPRESENTATIONS, CERTIFICATIONS, AND STIPULATIONS

8.01 *Contractor's Representations*

- A. In order to induce Owner to enter into this Contract, Contractor makes the following representations:
1. Contractor has examined and carefully studied the Contract Documents, including Addenda.
 2. Contractor has visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
 3. Contractor is familiar with all Laws and Regulations that may affect cost, progress, and performance of the Work.
 4. Contractor has carefully studied the reports of explorations and tests of subsurface conditions at or adjacent to the Site and the drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, with respect to the Technical Data in such reports and drawings.
 5. Contractor has carefully studied the reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, with respect to Technical Data in such reports and drawings.
 6. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Technical Data identified in the Supplementary Conditions or by definition, with respect to the effect of such information, observations, and Technical Data on (a) the cost, progress, and performance of the Work; (b) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and (c) Contractor's safety precautions and programs.
 7. Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
 8. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
 9. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and of discrepancies between Site conditions and the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
 10. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

11. Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.

8.02 Contractor's Certifications

- A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 8.02:
 1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process or in the Contract execution;
 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
 3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and
 4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

8.03 Standard General Conditions

- A. Owner stipulates that if the General Conditions that are made a part of this Contract are EJCDC® C-700, Standard General Conditions for the Construction Contract (2018), published by the Engineers Joint Contract Documents Committee, and if Owner is the party that has furnished said General Conditions, then Owner has plainly shown all modifications to the standard wording of such published document to the Contractor, through a process such as highlighting or "track changes" (redline/strikeout), or in the Supplementary Conditions.

ARTICLE 9—MISCELLANEOUS

9.01 Terms

- A. Terms used in this Agreement will have the meanings stated in the General Conditions and the Supplementary Conditions.

9.02 Assignment of Contract

- A. Unless expressly agreed to elsewhere in the Contract, no assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, money that may become due and money that is due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

9.03 Successors and Assigns

- A. Owner and Contractor each binds itself, its successors, assigns, and legal representatives to the other party hereto, its successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

9.04 Severability

- A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement.

This Agreement will be effective on [Effective Date of the Contract).

6/19/2026

] (which is the

Owner:

(typed or printed name of organization)

By:

(individual's signature)

Date:

(date signed)

Name:

(typed or printed)

Title:

(typed or printed)

Attest:

(individual's signature)

Title:

(typed or printed)

Address for giving notices:

Designated Representative:

Name:

(typed or printed)

Title:

(typed or printed)

Address:

Contractor:

Johnson & Schock Excavating, LLC
(typed or printed name of organization)

By:

(individual's signature)

Date:

6/24/26
(date signed)

Name:

Josh Johnson
(typed or printed)

Title:

Owner
(typed or printed)

(If Johnson & Schock Excavating, LLC is a corporation, a partnership, or a joint venture, attach evidence of

Attest:

(individual's signature)

Title:

Owner
(typed or printed)

Address for giving notices:

4080 98th Ave. So
Fargo, ND 58104

Designated Representative:

Name:

Josh Johnson
(typed or printed)

Title:

Owner
(typed or printed)

Address:

Phone: _____

Email: _____

(If [Type of Entity] is a corporation, attach evidence of authority to sign. If City of Fargo is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of this Agreement.)

4080 98th Ave So.
Fargo, ND 58104

Phone: 701-282-3659

Email: jecho@johnson-schock.com

License No.: 57778
(where applicable)

State: ND Dakota

APPROVED AS TO FORM

_____ 20 _____

CITY ATTORNEY



APPROVED

By the Board of City Commissioners

Bond # 7462598

PERFORMANCE BOND

The American Institute of Architects,
AIA Document No. A312 (December, 1984 Edition)
Any singular reference to Contractor, Surety, Owner or other
party shall be considered plural where applicable.

CONTRACTOR (Name and Address):

Johnson & Schock Excavating, LLC
4080 98th Ave S
Fargo, ND 58104

CONSTRUCTION CONTRACT

Date: 06/19/2026

Amount: \$559,431.00

Description (Name and Location): Water Service Replacement Project 2026-07
City Project No. - WA2510

BOND

Date (Not earlier than Construction Contract Date): 06/23/2026

Amount: \$559,431.00

Modifications to this Bond:

CONTRACTOR AS PRINCIPAL

Company: (Corporate Seal)
Johnson & Schock Excavating, LLC

Signature: _____
Name and Title: Josh Johnson, Owner

(Any additional signatures appear on page 2.)

(FOR INFORMATION Only- Name, Address and Telephone)
AGENT or BROKER:

OWNER (Name and Address):

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

SURETY (Name and Principal Place of Business):

Old Republic Surety Company
1415 28th Street, Suite 420
West Des Moines, IA 50266

APPROVED AS TO FORM

20

☐ None

CITY ATTORNEY

☐ See Page 2

SURETY

Company: (Corporate Seal)
Old Republic Surety Company

Signature: _____
Name and Title: Pat A. Thomas, Attorney-in-Fact

OWNER'S REPRESENTATIVE (Architect, Engineer or other
party):

1 The Contractor and the Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.

2 If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except to participate in conferences as provided in Subparagraph 3.1.

3 If there is no Owner Default/ the Surety's obligation under this Bond shall arise after:

3.1 The Owner has notified the Contractor and the Surety at its address described in Paragraph 10 below that the Owner is considering declaring a Contractor Default and has requested and attempted to arrange a conference with the Contractor and the Surety to be held not later than fifteen days after receipt of such notice to discuss methods of performing the Construction Contract. If the Owner, the Contractor and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default; and

3.2 The Owner has declared a Contractor Default and formally terminated the Contractor's right to complete the contract. Such Contractor Default shall not be declared earlier than twenty days after the Contractor and Surety have received notice as provided in Subparagraph 3.1; and

3.3 The Owner has agreed to pay the Balance of the Contract Price to the Surety in accordance with the terms of the Construction Contract or to a contractor selected to perform the Construction Contract in accordance with the terms of the contract with the Owner.

4 When the Owner has satisfied the conditions of Paragraph 3, the Surety shall promptly and at the Surety's expense take one of the following actions:

4.1 Arrange for the Contractor with consent of the Owner, to perform and complete the Construction Contract; or

4.2 Undertake to perform and complete the Construction Contract itself, through its agents or through independent contractors; or

4.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and the contractor selected with the Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Paragraph 6 in excess of the Balance of the Contract Price incurred by the Owner resulting from the Contractor's default; or

4.4 Waive its right to perform and complete, arrange for completion, Or obtain a new contractor and with reasonable promptness under the circumstances:

- .1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, tender payment therefor to the Owner; or
- .2 Deny liability in whole or in part and notify the Owner citing reasons therefor.

5 If the Surety does not proceed as provided in Paragraph 4 with reasonable promptness, the Surety shall be deemed to be in default on this Bond fifteen days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its Obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Subparagraph 4.4, and the Owner refuses the payment tendered or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.

6 After the Owner has terminated the Contractor's right to complete the Construction Contract, and if the Surety elects to act under Subparagraph 4.1, 4.2, or 4.3 above, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. To the limit of the amount of this Bond, but subject to commitment by the Owner of the Balance of the Contract Price to mitigation of costs and damages on the Construction Contract, the Surety is obligated without duplication for:

- 6.1 The responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;
- 6.2 Additional legal design professional and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Paragraph 4; and
- 6.3 Liquidated damages, or if no liquidated damages are specified in the Construction Contract. actual damages caused by delayed performance or non-performance of the Contractor.

7 The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall

accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators or successors.

8 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

9 Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

10 Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the signature page.

11 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

12 DEFINITIONS

12.1 Balance of the Contract Price The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made, including allowance to the Contractor of any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

12.2 Construction Contract: The agreement between the Owner and the Contractor identified on the signature page, including all Contract Documents and changes thereto.

12.3 Contractor Default: Failure of the Contractor, which has neither been remedied nor waived, to perform or otherwise to comply with the terms of the Construction Contract.

12.4 Owner Default: Failure of the Owner, which has neither been remedied nor waived, to pay the Contractor as required by the Construction Contract or to perform and complete or comply with the other terms thereof.

MODIFICATIONS TO THIS BOND ARE AS FOLLOWS:

(Space is provided below for additional signatures of added parties other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL Company: _____	(Corporate Seal)	SURETY Company: _____	(Corporate Seal)
Address: _____		Address: _____	
Name and Title: _____		Name and Title: _____	
Signature: _____		Signature: _____	

INDIVIDUAL

STATE OF _____ }
 COUNTY OF _____ } ss

On this _____ day of _____, _____, before me personally appeared _____ to me known and known to me to be the individual in and who executed the foregoing instrument and _____ acknowledged to me that _____ executed the same in his individual capacity.

 Notary Public

COPARTNERSHIP

STATE OF _____ }
 COUNTY OF _____ } ss

On this _____ day of _____, _____, before me personally appeared _____ to me known and known to me to be one of the firm of _____ described in and who executed the foregoing instrument and he/she thereupon acknowledged to me that he/she executed the same as and for the act and deed of said firm.

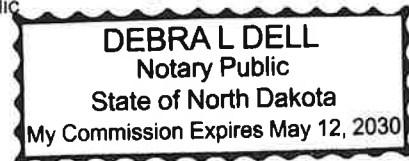
 Notary Public

CORPORATE

STATE OF North Dakota }
 COUNTY OF Cass } ss

On this 15th day of June, 2026, before me personally appeared Josh Johnson to me known, who, being by me first duly sworn, did depose and say that he/she resides in North Dakota; that he/she is the Owner of Johnson & Schock Excavating, LLC the corporation described in and which executed the foregoing instrument; that he/she knows the corporate seal of said corporation; that the corporate seal affixed to said instrument is such corporate seal; that it was so affixed by order and authority of the Board of Directors of said corporation, and that he/she signed his/her name thereto by like order and authority.

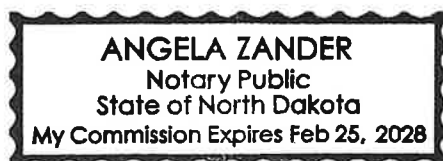
Debra L Dell
 Notary Public

**SURETY**

STATE OF North Dakota }
 COUNTY OF Burleigh } ss

I, Angela Zander Notary Public of Burleigh County, in the State of North Dakota do hereby certify that Pat A. Thomas Attorney-in-Fact, of the Old Republic Surety Company, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he/she signed, sealed and delivered said instrument, for and on behalf of the Old Republic Surety Company, for the uses and purposes therein set forth.

Given under my hand and notarial seal at my office in the City of Bismarck in said County, this 23rd day of June, A.D. 2026.



Angela Zander
 Notary Public



OLD REPUBLIC SURETY COMPANY

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That OLD REPUBLIC SURETY COMPANY, a Wisconsin stock insurance corporation, does make, constitute and appoint: **PAT A. THOMAS, MICHAEL J. THOMAS, JUSTIN P. THOMAS, BRANDI SCHLAUDERAFF, ANGELA ZANDER, MCKAYLA BLEWETT, JOANNA DUFFEY, MCKENZIE THOMAS, JENNA HALVERSON**

of BISMARCK, ND

its true and lawful Attorney(s)-in-Fact, with full power and authority for and on behalf of the company as surety, to execute and deliver and affix the seal of the company thereto (if a seal is required), bonds, undertakings, recognizances or other written obligations in the nature thereof, **(other than bail bonds, bank depository bonds, mortgage deficiency bonds, mortgage guaranty bonds, guarantees of installment paper and note guaranty bonds, self-insurance workers compensation bonds guaranteeing payment of benefits, or black lung bonds)**, as follows:

ALL WRITTEN INSTRUMENTS

and to bind OLD REPUBLIC SURETY COMPANY thereby, and all of the acts of said Attorneys-in-Fact, pursuant to these presents, are ratified and confirmed. This appointment is made under and by authority of the board of directors at a special meeting held on February 18, 1982.

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following resolutions adopted by the board of directors of the OLD REPUBLIC SURETY COMPANY on February 18, 1982.

RESOLVED that, the president, any vice-president or assistant vice president, in conjunction with the secretary or any assistant secretary, may appoint attorneys-in-fact or agents with authority as defined or limited in the instrument evidencing the appointment in each case, for and on behalf of the company to execute and deliver and affix the seal of the company to bonds, undertakings, recognizances, and suretyship obligations of all kinds; and said officers may remove any such attorney-in-fact or agent and revoke any Power of Attorney previously granted to such person.

RESOLVED FURTHER, that any bond, undertaking, recognizance, or suretyship obligation shall be valid and binding upon the Company

- (i) when signed by the president, any vice president or assistant vice president, and attested and sealed (if a seal be required) by any secretary or assistant secretary; or
- (ii) when signed by the president, any vice president or assistant vice president, secretary or assistant secretary, and countersigned and sealed (if a seal be required) by a duly authorized attorney-in-fact or agent; or
- (iii) when duly executed and sealed (if a seal be required) by one or more attorneys-in-fact or agents pursuant to and within the limits of the authority evidenced by the Power of Attorney issued by the company to such person or persons.

RESOLVED FURTHER that the signature of any authorized officer and the seal of the company may be affixed by facsimile to any Power of Attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the company; and such signature and seal when so used shall have the same force and effect as though manually affixed.

IN WITNESS WHEREOF, OLD REPUBLIC SURETY COMPANY has caused these presents to be signed by its proper officer, and its corporate seal to be affixed this 26th day of October, 2023.

Karen J. Haffner
Assistant Secretary



OLD REPUBLIC SURETY COMPANY

Alan Pavlic
President

STATE OF WISCONSIN, COUNTY OF WAUKESHA - SS

On this 26th day of October, 2023, personally came before me, Alan Pavlic and Karen J. Haffner, to me known to be the individuals and officers of the OLD REPUBLIC SURETY COMPANY who executed the above instrument, and they each acknowledged the execution of the same, and being by me duly sworn, did severally depose and say: that they are the said officers of the corporation aforesaid, and that the seal affixed to the above instrument is the seal of the corporation, and that said corporate seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority of the board of directors of said corporation.



Kathryn R. Pearson
Notary Public

My Commission Expires: September 28, 2026

(Expiration of notary's commission does not invalidate this instrument)

CERTIFICATE

I, the undersigned, assistant secretary of the OLD REPUBLIC SURETY COMPANY, a Wisconsin corporation, CERTIFY that the foregoing and attached Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolutions of the board of directors set forth in the Power of Attorney, are now in force.

40-1457



Signed and sealed at the City of Brookfield, WI this 23rd day of June, 2026.

Karen J. Haffner
Assistant Secretary

ORSC 22262 (3-06)

KRAMER AGENCY



APPROVED

By the Board of City Commissioners

Bond # 7462598

PAYMENT BOND

The American Institute of Architects, AIA Document No. A312
(December, 1984 Edition). Any singular reference to Contractor, Surety,
Owner or other party shall be considered plural where applicable.

CONTRACTOR (Name and Address):
Johnson & Schock Excavating, LLC
4080 48th Ave. S
Fargo, ND 58104

SURETY (Name and Principal Place of Business):
Old Republic Surety Company
1415 28th Street, Suite 420
West Des Moines, IA 50266

OWNER (Name and Address):
City of Fargo
225 4th Street North
Fargo, ND 58102

CONSTRUCTION CONTRACT

Date: 06/19/2026

Amount: \$559,431.00

Description (Name and Location): Water Service Replacement Project 2026-07
City Project No. - WA2510

BOND

Date (Not earlier than Construction Contract Date): 06/23/2026

Amount: \$559,431.00

Modifications to this Bond: ☐ None ☐ See Page 2

APPROVED AS TO FORM

20

CONTRACTOR AS PRINCIPAL

Company: (Corporate Seal)
Johnson & Schock Excavating, LLC

Signature: 
Name and Title: Josh Johnson, Owner

SURETY

Company: (Corporate Seal)
Old Republic Surety Company

Signature: 
Name and Title: Pat A. Thomas, Attorney-in-Fact

CITY ATTORNEY

(Any additional signatures appear on page 2.)

(FOR INFORMATION ONLY—Name, Address and Telephone)
AGENT or BROKER:

OWNER'S REPRESENTATIVE (Architect, Engineer or other
party):

1 The Contractor and the Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner to pay for labor, materials and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference.

2 With respect to the Owner, this obligation shall be null and void if the Contractor:

2.1 Promptly makes payment, directly or indirectly, for all sums due Claimants, and

2.2 Defends, indemnifies and holds harmless the Owner from claims, demands, liens or suits by any person or entity whose claim, demand, lien or suit is for the payment for labor, materials or equipment furnished for use in the performance of the Construction Contract, provided the Owner has promptly notified the Contractor and the Surety (at the address described in Paragraph 12) of any claims; demands, liens or suits and tendered defense of such claims, demands, liens or suits to the Contractor and the Surety, and provided there is no Owner Default.

3 With respect to Claimants, this obligation shall be null and void if the Contractor promptly makes payment, directly or indirectly, for all sums due.

4 The Surety shall have no obligation to Claimants under this Bond until:

4.1 Claimants who are employed by or have a direct contract with the Contractor have given notice to the Surety (at the address described in Paragraph 12) and sent a copy, or notice thereof, to the Owner, stating that a claim is being made under this Bond and, with substantial accuracy, the amount of the claim.

4.2 Claimants who do not have a direct contract with the Contractor:

.1 Have furnished written notice to the Contractor and sent a copy, or notice thereof, to the Owner, within 90 days after having last performed labor or last furnished materials or equipment included in the claim stating, with substantial accuracy, the amount of the claim and the name of the party to whom the materials were furnished or supplied or for whom the labor was done or performed; and

.2 Have either received a rejection in whole or in part from the Contractor, or not received within 30 days of furnishing the above notice any communication from the Contractor by which the Contractor has indicated the claim will be paid directly or indirectly; and

.3 Not having been paid within the above 30 days, have sent a written notice to the Surety (at the address described in Paragraph 12) and sent a copy, or notice thereof, to the Owner, stating that a claim is being made under this Bond and enclosing a copy of the previous written notice furnished to the Contractor.

5 If a notice required by Paragraph 4 is given by the Owner to the Contractor or to the Surety, that is sufficient compliance.

6 When the Claimant has satisfied the conditions of Paragraph 4, the Surety shall promptly and at the Surety's expense take the following actions:

6.1 Send an answer to the Claimant, with a copy to the Owner, within 45 days after receipt of the claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed.

6.2 Pay or arrange for payment of any undisputed amounts.

7 The Surety's total obligation shall not exceed the amount of this Bond, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.

8 Amounts owed by the Owner to the Contractor under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any, under any Construction Performance Bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfy obligations of the Contractor and the Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.

9 The Surety shall not be liable to the Owner, Claimants or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligation to make payments to, give notices on behalf of, or otherwise have obligations to Claimants under this Bond.

10 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

11 No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the location in which the work or part of the work is located or after the expiration of one year from the date (1) on which the Claimant gave the notice required by Subparagraph 4.1 or Clause 4.2.3, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this

Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

12 Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the signature page. Actual receipt of notice by Surety, the Owner or the Contractor, however accomplished, shall be sufficient compliance as of the date received at the address shown on the signature page.

13 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

14 Upon request by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor shall promptly furnish a copy of this Bond or shall permit a copy to be made.

15 DEFINITIONS

15.1 Claimant: An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials or equipment for use in the performance of the Contract. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials or equipment were furnished.

15.2 Construction Contract: The agreement between the Owner and the Contractor identified on the signature page, including all Contract Documents and changes thereto.

15.3 Owner Default: Failure of the Owner, which has neither been remedied nor waived, to pay the Contractor as required by the Construction Contract or to perform and complete or comply with the other terms thereof.

MODIFICATIONS TO THIS BOND ARE AS FOLLOWS:

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

(Corporate Seal)

CONTRACTOR AS PRINCIPAL

Company: _____ (Corporate Seal)

SURETY

Company: Old Republic Surety Company

Signature: _____

Name and Title: _____

Address: _____

Signature: _____

Name and Title: _____

Address: _____

INDIVIDUAL

STATE OF _____ }
COUNTY OF _____ } ss

On this _____ day of _____, _____, before me personally appeared _____ to me known and known to me to be the individual in and who executed the foregoing instrument and _____ acknowledged to me that _____ executed the same in his individual capacity.

Notary Public

COPARTNERSHIP

STATE OF _____ }
COUNTY OF _____ } ss

On this _____ day of _____, _____, before me personally appeared _____ to me known and known to me to be one of the firm of _____ described in and who executed the foregoing instrument and he/she thereupon acknowledged to me that he/she executed the same as and for the act and deed of said firm.

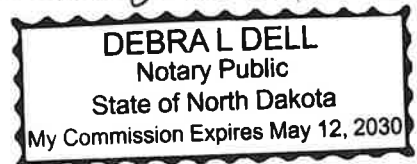
Notary Public

CORPORATE

STATE OF North Dakota }
COUNTY OF Cass } ss

On this 25th day of June, 2026, before me personally appeared Josh Johnson to me known, who, being by me first duly sworn, did depose and say that he/she resides in North Dakota; that he/she is the Owner of Johnson & Schock Excavating, LLC the corporation described in and which executed the foregoing instrument; that he/she knows the corporate seal of said corporation; that the corporate seal affixed to said instrument is such corporate seal; that it was so affixed by order and authority of the Board of Directors of said corporation, and that he/she signed his/her name thereto by like order and authority.

Debra L Dell
Notary Public

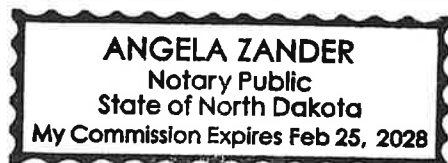


SURETY

STATE OF North Dakota }
COUNTY OF Burleigh } ss

I, Angela Zander Notary Public of Burleigh County, in the State of North Dakota do hereby certify that Pat A. Thomas Attorney-in-Fact, of the Old Republic Surety Company, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he/she signed, sealed and delivered said instrument, for and on behalf of the Old Republic Surety Company, for the uses and purposes therein set forth.

Given under my hand and notarial seal at my office in the City of Bismarck in said County, this 23rd day of June, A.D. 2026.



Angela Zander
Notary Public



OLD REPUBLIC SURETY COMPANY

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That OLD REPUBLIC SURETY COMPANY, a Wisconsin stock insurance corporation, does make, constitute and appoint: **PAT A. THOMAS, MICHAEL J. THOMAS, JUSTIN P. THOMAS, BRANDI SCHLAUDERAFF, ANGELA ZANDER, MCKAYLA BLEWETT, JOANNA DUFFEY, MCKENZIE THOMAS, JENNA HALVERSON**

of BISMARCK, ND

its true and lawful Attorney(s)-in-Fact, with full power and authority for and on behalf of the company as surety, to execute and deliver and affix the seal of the company thereto (if a seal is required), bonds, undertakings, recognizances or other written obligations in the nature thereof, **(other than bail bonds, bank depository bonds, mortgage deficiency bonds, mortgage guaranty bonds, guarantees of installment paper and note guaranty bonds, self-insurance workers compensation bonds guaranteeing payment of benefits, or black lung bonds)**, as follows:

ALL WRITTEN INSTRUMENTS

and to bind OLD REPUBLIC SURETY COMPANY thereby, and all of the acts of said Attorneys-in-Fact, pursuant to these presents, are ratified and confirmed. This appointment is made under and by authority of the board of directors at a special meeting held on February 18, 1982.

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following resolutions adopted by the board of directors of the OLD REPUBLIC SURETY COMPANY on February 18, 1982.

RESOLVED that, the president, any vice-president or assistant vice president, in conjunction with the secretary or any assistant secretary, may appoint attorneys-in-fact or agents with authority as defined or limited in the instrument evidencing the appointment in each case, for and on behalf of the company to execute and deliver and affix the seal of the company to bonds, undertakings, recognizances, and suretyship obligations of all kinds; and said officers may remove any such attorney-in-fact or agent and revoke any Power of Attorney previously granted to such person.

RESOLVED FURTHER, that any bond, undertaking, recognizance, or suretyship obligation shall be valid and binding upon the Company

- (i) when signed by the president, any vice president or assistant vice president, and attested and sealed (if a seal be required) by any secretary or assistant secretary; or
- (ii) when signed by the president, any vice president or assistant vice president, secretary or assistant secretary, and countersigned and sealed (if a seal be required) by a duly authorized attorney-in-fact or agent; or
- (iii) when duly executed and sealed (if a seal be required) by one or more attorneys-in-fact or agents pursuant to and within the limits of the authority evidenced by the Power of Attorney issued by the company to such person or persons.

RESOLVED FURTHER that the signature of any authorized officer and the seal of the company may be affixed by facsimile to any Power of Attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the company; and such signature and seal when so used shall have the same force and effect as though manually affixed.

IN WITNESS WHEREOF, OLD REPUBLIC SURETY COMPANY has caused these presents to be signed by its proper officer, and its corporate seal to be affixed this 26th day of October, 2023

Karen J. Haffner
Assistant Secretary



OLD REPUBLIC SURETY COMPANY

Alan Pavlic
President

STATE OF WISCONSIN, COUNTY OF WAUKESHA - SS

On this 26th day of October, 2023, personally came before me, Alan Pavlic and Karen J. Haffner, to me known to be the individuals and officers of the OLD REPUBLIC SURETY COMPANY who executed the above instrument, and they each acknowledged the execution of the same, and being by me duly sworn, did severally depose and say: that they are the said officers of the corporation aforesaid, and that the seal affixed to the above instrument is the seal of the corporation, and that said corporate seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority of the board of directors of said corporation.



Kathryn R. Pearson
Notary Public

My Commission Expires: September 28, 2026

(Expiration of notary's commission does not invalidate this instrument)

CERTIFICATE

I, the undersigned, assistant secretary of the OLD REPUBLIC SURETY COMPANY, a Wisconsin corporation, CERTIFY that the foregoing and attached Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolutions of the board of directors set forth in the Power of Attorney, are now in force.

40-1457



Signed and sealed at the City of Brookfield, WI this 23rd day of June, 2026

Karen J. Haffner
Assistant Secretary

ORSC 22262 (3-06)



JOHNSCH-01

KTHOMAS

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/25/2026

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 Kramer Agency 232 West Century Avenue Bismarck, ND 58503	CONTACT NAME: McKenzie Thomas	
	PHONE (A/C, No, Ext):	FAX (A/C, No):
INSURED Johnson & Schock Excavating, LLC 4080 98th Ave S Fargo, ND 58104	E-MAIL ADDRESS: kenzie@krameragency.com	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A: Western National Mutual Insurance Company	
	INSURER B:	
	INSURER C:	
	INSURER D:	
INSURER E:		
INSURER F:		
NAIC #		

COVERAGES**CERTIFICATE NUMBER:****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
A	☒ COMMERCIAL GENERAL LIABILITY						
	☐ CLAIMS-MADE ☒ OCCUR	☒	☒	0001687595	4/1/2026	4/1/2027	EACH OCCURRENCE \$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000
							MED EXP (Any one person) \$ 10,000
							PERSONAL & ADV INJURY \$ 1,000,000
							GENERAL AGGREGATE \$ 2,000,000
							PRODUCTS - COMP/OP AGG \$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						
	☐ POLICY ☐ PRO-JECT ☐ LOC						
	OTHER:						
A	☒ AUTOMOBILE LIABILITY						
	☒ ANY AUTO OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY	☒	☒	0001668822	4/1/2026	4/1/2027	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
							BODILY INJURY (Per person) \$
							BODILY INJURY (Per accident) \$
							PROPERTY DAMAGE (Per accident) \$
A	☒ UMBRELLA LIAB ☒ EXCESS LIAB						
	☐ OCCUR ☐ CLAIMS-MADE	☒	☒	0001693484	4/1/2026	4/1/2027	EACH OCCURRENCE \$ 5,000,000
	DED ☒ RETENTION \$ 10,000						AGGREGATE \$ 5,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) ☐ Y/N N/A		☒	0001687595	4/1/2026	4/1/2027	PER STATUTE OTH-ER \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. EACH ACCIDENT \$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Project No. WA2510 - Water Service Replacement Project 2026-07
Reference Attached Forms

CERTIFICATE HOLDER**CANCELLATION**

City of Fargo
225 4th St N
Fargo, ND 58102

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

NOTE: This Project is using SRF Loan Funds and there are additional terms and conditions required to comply with the contract specifications. Please confirm all requirements are met and documents are included in your bid. This Project will comply with SRF requirements. In the event of a discrepancy between EJCDC contracting requirements and SRF contracting requirements, the SRF contracting requirements shall prevail.

APPROVED

By the Board of City Commissioners

AGREEMENT BETWEEN OWNER AND CONTRACTOR FOR CONSTRUCTION CONTRACT (STIPULATED PRICE)

This Agreement is by and between the City of Fargo ("Owner") and [Johnson & Schock Excavating, LLC] ("Contractor").

Terms used in this Agreement have the meanings stated in the General Conditions and the Supplementary Conditions.

Owner and Contractor hereby agree as follows:

ARTICLE 1—WORK

- 1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows: **WATER SERVICE REPLACEMENT PROJECT 2026-10.**

ARTICLE 2—THE PROJECT

- 2.01 The Project, of which the Work under the Contract Documents is a part, is generally described as follows: **Water Service Replacement Project 2026-10**

ARTICLE 3—ENGINEER

- 3.01 The Owner has retained Houston Engineering, Inc. ("Engineer") to act as Owner's representative, assume all duties and responsibilities of Engineer, and have the rights and authority assigned to Engineer in the Contract.
- 3.02 The part of the Project that pertains to the Work has been designed by the Engineer.

ARTICLE 4—CONTRACT TIMES

4.01 *Time is of the Essence*

- A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

4.02 *Contract Times: Dates*

Project Start Date:

It is anticipated a notice to proceed will be issued between **June 23 and July 13, 2026.**

Substantial Completion Date: October 30, 2026

Substantial Completion shall consist of all work included in the contract and have roadway open to the public. See following provisions:

Final Completion Date: November 20, 2026

Final Completion shall include all remaining work items, punch list items, and cleanup.

Failure to meet completion dates will result in liquidated damages being applied per the contract based off the City of Fargo's current version of Liquidated Damages Schedule for Final Completion.

Additional Provisions for All Phases:

- The Contractor shall have 28 days from the start of service work to completion of permanent pavement patch per site.
- The Contractor shall have 1-day per site to complete the work and open the roadway to thru traffic utilizing temporary surface material.
- The Contractor will be allowed a 5-day closure for the installation of permanent pavement patch per identified site.
- Liquidated damages of \$350 per day per site will be assessed to the Contractor for failure to complete the work within the timelines described in the Additional Provisions.

4.03 Liquidated Damages

- A. Contractor and Owner agree that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial and other losses if the Work is not completed and Milestones not achieved within the Contract Times, as duly modified. The parties also recognize the delays, expense, and difficulties involved in proving, in a legal proceeding, the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty):
1. Substantial Completion: Contractor shall pay Owner the amount for each day that expires after the time (as duly adjusted pursuant to the Contract) as specified in Paragraph 4.02 above for Substantial Completion until the Work is substantially complete.
 2. Completion of Remaining Work: After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times (as duly adjusted pursuant to the Contract) for completion and readiness for final payment, Contractor shall pay Owner the amount as specified in Paragraph 4.02 above for each day that expires after such time until the Work is completed and ready for final payment. Liquidated damages for failing to timely attain Substantial Completion and final completion are not additive and will not be imposed concurrently.

ARTICLE 5—CONTRACT PRICE

- 5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents an amount in current funds equal to the sum of the amounts determined pursuant to Paragraphs 5.01.A and 5.01B below, subject to adjustment under the Contract:
- A. For all Unit Price Work, an amount equal to the sum of the extended prices (established for each separately identified item of Unit Price Work by multiplying the unit price times the actual quantity of that item).

The extended prices for Unit Price Work set forth as of the Effective Date of the Contract are based on estimated quantities. As provided in Paragraph 13.03 of the General Conditions, estimated quantities are not guaranteed, and determinations of actual quantities and classifications are to be made by Engineer.

- B. For all Work, at the prices stated in Contractor's Bid, attached hereto as an exhibit.

ARTICLE 6—PAYMENT PROCEDURES

6.01 Submittal and Processing of Payments

- A. Contractor shall submit Applications for Payment in accordance with Article 15 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.

6.02 Progress Payments; Retainage

- A. Owner shall make progress payments on the basis of Contractor's Applications for Payment on a monthly during performance of the Work as provided in Paragraph 6.02.A.1 below, provided that such Applications for Payment have been submitted in a timely manner and otherwise meet the requirements of the Contract. All such payments will be measured by the Schedule of Values established as provided in the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no Schedule of Values, as provided elsewhere in the Contract.

1. Owner may retain five percent (5%) of the amount due Contractor until the completion of the entire Contract work. In no case will the Owner make payment to a contractor who is in default under the terms of the Contract unless expressly authorized by the Board of City Commissioners.
2. The retained amounts will be according to the following table:

Percentage of Completion	Percent Retained
0-90%	5%
91-100%	1-5%*
* Reduction of retainage is at the discretion of the Engineer based on the progress of the contract	

6.03 Final Payment

- A. Upon final completion and acceptance of the Work, Owner shall pay the remainder of the Contract Price in accordance with Paragraph 15.06 of the General Conditions.

6.04 Consent of Surety

- A. Owner will not make final payment or return or release retainage at Substantial Completion or any other time, unless Contractor submits written consent of the surety to such payment, return, or release.

6.05 *Interest*

- A. All amounts not paid when due shall bear interest at the rate of 1.5 percent per annum.

ARTICLE 7—CONTRACT DOCUMENTS

7.01 *Contents*

- A. The Contract Documents consist of all of the following:
1. This Agreement.
 2. Bonds:
 - a. Performance bond (together with power of attorney).
 - b. Payment bond (together with power of attorney).
 3. General Conditions.
 4. Supplementary Conditions.
 5. City of Fargo Standard Specifications as listed in the table of contents of the project manual (not attached but incorporated by reference).
 6. Drawings (not attached but incorporated by reference) with each sheet bearing the following general title: Water Service Replacement Project 2026-10.
 7. City of Fargo Standard Specifications for Construction (not attached but incorporated by reference).
 8. Addenda (numbers [1] to [1], inclusive).
 9. Exhibits to this Agreement (enumerated as follows):
 - a. Contractor's Bid
 10. The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:
 - a. Notice to Proceed.
 - b. Work Change Directives.
 - c. Change Orders.
 - d. Field Orders.
- B. The Contract Documents listed in Paragraph 7.01.A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 7.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in the Contract.

ARTICLE 8—REPRESENTATIONS, CERTIFICATIONS, AND STIPULATIONS

8.01 *Contractor's Representations*

- A. In order to induce Owner to enter into this Contract, Contractor makes the following representations:
1. Contractor has examined and carefully studied the Contract Documents, including Addenda.
 2. Contractor has visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
 3. Contractor is familiar with all Laws and Regulations that may affect cost, progress, and performance of the Work.
 4. Contractor has carefully studied the reports of explorations and tests of subsurface conditions at or adjacent to the Site and the drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, with respect to the Technical Data in such reports and drawings.
 5. Contractor has carefully studied the reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, with respect to Technical Data in such reports and drawings.
 6. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Technical Data identified in the Supplementary Conditions or by definition, with respect to the effect of such information, observations, and Technical Data on (a) the cost, progress, and performance of the Work; (b) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and (c) Contractor's safety precautions and programs.
 7. Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
 8. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
 9. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and of discrepancies between Site conditions and the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
 10. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

11. Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.

8.02 *Contractor's Certifications*

- A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 8.02:
 1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process or in the Contract execution;
 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
 3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and
 4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

8.03 *Standard General Conditions*

- A. Owner stipulates that if the General Conditions that are made a part of this Contract are EJCDC® C-700, Standard General Conditions for the Construction Contract (2018), published by the Engineers Joint Contract Documents Committee, and if Owner is the party that has furnished said General Conditions, then Owner has plainly shown all modifications to the standard wording of such published document to the Contractor, through a process such as highlighting or "track changes" (redline/strikeout), or in the Supplementary Conditions.

ARTICLE 9—MISCELLANEOUS

9.01 *Terms*

- A. Terms used in this Agreement will have the meanings stated in the General Conditions and the Supplementary Conditions.

9.02 *Assignment of Contract*

- A. Unless expressly agreed to elsewhere in the Contract, no assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, money that may become due and money that is due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

9.03 Successors and Assigns

- A. Owner and Contractor each binds itself, its successors, assigns, and legal representatives to the other party hereto, its successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

9.04 Severability

- A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement.

This Agreement will be effective on [Effective Date of the Contract).

6/19/2026

] (which is the

Owner:

(typed or printed name of organization)

By:

(individual's signature)

Date:

(date signed)

Name:

(typed or printed)

Title:

(typed or printed)

Attest:

(individual's signature)

Title:

(typed or printed)

Address for giving notices:

Designated Representative:

Name:

(typed or printed)

Title:

(typed or printed)

Contractor:

Johnson & Schock Excavating, LLC
(typed or printed name of organization)

By:

(individual's signature)

Date:

6/24/2026
(date signed)

Name:

Josh Johnson
(typed or printed)

Title:

Owner
(typed or printed)

(If [Johnson & Schock Excavating, LLC] is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest:

(individual's signature)

Title:

Owner
(typed or printed)

Address for giving notices:

4080 98th Ave So.
Fargo, ND 58104

Designated Representative:

Name:

Josh Johnson
(typed or printed)

Title:

Owner
(typed or printed)

Address:

Phone: _____

Email: _____

(If [Type of Entity] is a corporation, attach evidence of authority to sign. If [City of Fargo] is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of this Agreement.)

Address:

4080 95th Ave. So
Fargo, ND 58104

Phone: _____

Email: _____

License No.: _____

State: _____

APPROVED AS TO FORM

20

CITY ATTORNEY



APPROVED
By the Board of City Commissioners

Bond # 7462597

PERFORMANCE BOND
The American Institute of Architects,
AIA Document No. A312 (December, 1984 Edition)
Any singular reference to Contractor, Surety, Owner or other
party shall be considered plural where applicable.

CONTRACTOR (Name and Address):
Johnson & Schock Excavating, LLC
4080 98th Ave S
Fargo, ND 58104
CONSTRUCTION CONTRACT

Date: 06/19/2026

Amount: \$439,814.00

Description (Name and Location): **Water Service Replacement Project 2026-10**
City Project No. - WA2513

BOND

Date (Not earlier than Construction Contract Date): 06/23/2026

Amount: \$439,814.00

Modifications to this Bond:

CONTRACTOR AS PRINCIPAL

Company: _____ (Corporate Seal)
Johnson & Schock Excavating, LLC

Signature: _____
Name and Title: **Josh Johnson, Owner**

(Any additional signatures appear on page 2.)

(FOR INFORMATION Only- Name, Address and Telephone)
AGENT or BROKER:

OWNER (Name and Address):
City of Fargo
225 4th Street North
Fargo, ND 58102

SURETY (Name and Principal Place of Business):
Old Republic Surety Company
1415 28th Street, Suite 420
West Des Moines, IA 50266

APPROVED AS TO FORM

20

CITY ATTORNEY

☐ None

☐ See Page 2

SURETY

Company: _____ (Corporate Seal)
Old Republic Surety Company

Signature: _____
Name and Title: **Pat A. Thomas, Attorney-in-Fact**

OWNER'S REPRESENTATIVE (Architect, Engineer or other
party):

1 The Contractor and the Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.

2 If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except to participate in conferences as provided in Subparagraph 3.1.

3 If there is no Owner Default/ the Surety's obligation under this Bond shall arise after:

3.1 The Owner has notified the Contractor and the Surety at its address described in Paragraph 10 below that the Owner is considering declaring a Contractor Default and has requested and attempted to arrange a conference with the Contractor and the Surety to be held not later than fifteen days after receipt of such notice to discuss methods of performing the Construction Contract. If the Owner, the Contractor and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default; and

3.2 The Owner has declared a Contractor Default and formally terminated the Contractor's right to complete the contract. Such Contractor Default shall not be declared earlier than twenty days after the Contractor and Surety have received notice as provided in Subparagraph 3.1; and

3.3 The Owner has agreed to pay the Balance of the Contract Price to the Surety in accordance with the terms of the Construction Contract or to a contractor selected to perform the Construction Contract in accordance with the terms of the contract with the Owner.

4 When the Owner has satisfied the conditions of Paragraph 3, the Surety shall promptly and at the Surety's expense take one of the following actions:

4.1 Arrange for the Contractor with consent of the Owner, to perform and complete the Construction Contract; or

4.2 Undertake to perform and complete the Construction Contract itself, through its agents or through independent contractors; or

4.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and the contractor selected with the Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Paragraph 6 in excess of the Balance of the Contract Price incurred by the Owner resulting from the Contractor's default; or

4.4 Waive its right to perform and complete, arrange for completion, Or obtain a new contractor and with reasonable promptness under the circumstances:

- .1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, tender payment therefor to the Owner; or
- .2 Deny liability in whole or in part and notify the Owner citing reasons therefor.

5 If the Surety does not proceed as provided in Paragraph 4 with reasonable promptness, the Surety shall be deemed to be in default on this Bond fifteen days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its Obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Subparagraph 4.4, and the Owner refuses the payment tendered or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.

6 After the Owner has terminated the Contractor's right to complete the Construction Contract, and if the Surety elects to act under Subparagraph 4.1, 4.2, or 4.3 above, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. To the limit of the amount of this Bond, but subject to commitment by the Owner of the Balance of the Contract Price to mitigation of costs and damages on the Construction Contract, the Surety is obligated without duplication for:

6.1 The responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;

6.2 Additional legal design professional and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Paragraph 4; and

6.3 Liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.

7 The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall

MODIFICATIONS TO THIS BOND ARE AS FOLLOWS:

(Space is provided below for additional signatures of added parties other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL Company: _____	(Corporate Seal)	SURETY Company: <u>Old Republic Surety Company</u>	(Corporate Seal)
Address: _____		Address: _____	
Name and Title: _____		Name and Title: _____	
Signature: _____		Signature: _____	

INDIVIDUAL

STATE OF _____ }
 COUNTY OF _____ } ss

On this _____ day of _____, _____, before me personally appeared _____ to me known and known to me to be the individual in and who executed the foregoing instrument and _____ acknowledged to me that _____ executed the same in his individual capacity.

 Notary Public

COPARTNERSHIP

STATE OF _____ }
 COUNTY OF _____ } ss

On this _____ day of _____, _____, before me personally appeared _____ to me known and known to me to be one of the firm of _____ described in and who executed the foregoing instrument and he/she thereupon acknowledged to me that he/she executed the same as and for the act and deed of said firm.

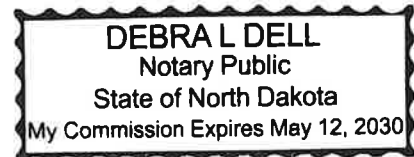
 Notary Public

CORPORATE

STATE OF North Dakota }
 COUNTY OF Cass } ss

On this 25th day of June, 2026, before me personally appeared Josh Johnson to me known, who, being by me first duly sworn, did depose and say that he/she resides in North Dakota; that he/she is the Owner of Johnson & Schock Excavating, LLC the corporation described in and which executed the foregoing instrument; that he/she knows the corporate seal of said corporation; that the corporate seal affixed to said instrument is such corporate seal; that it was so affixed by order and authority of the Board of Directors of said corporation, and that he/she signed his/her name thereto by like order and authority.

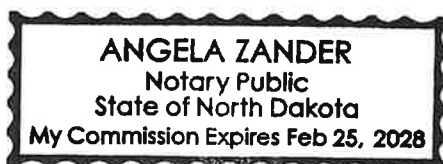
Debra L Dell
 Notary Public

**SURETY**

STATE OF North Dakota }
 COUNTY OF Burleigh } ss

I, Angela Zander Notary Public of Burleigh County, in the State of North Dakota do hereby certify that Pat A. Thomas Attorney-in-Fact, of the Old Republic Surety Company, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he/she signed, sealed and delivered said instrument, for and on behalf of the Old Republic Surety Company, for the uses and purposes therein set forth.

Given under my hand and notarial seal at my office in the City of Bismarck in said County, this 23rd day of June, A.D. 2026.



Angela Zander
 Notary Public



OLD REPUBLIC SURETY COMPANY

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That OLD REPUBLIC SURETY COMPANY, a Wisconsin stock insurance corporation, does make, constitute and appoint: **PAT A. THOMAS, MICHAEL J. THOMAS, JUSTIN P. THOMAS, BRANDI SCHLAUDERAFF, ANGELA ZANDER, MCKAYLA BLEWETT, JOANNA DUFFEY, MCKENZIE THOMAS, JENNA HALVERSON**

of BISMARCK, ND

its true and lawful Attorney(s)-in-Fact, with full power and authority for and on behalf of the company as surety, to execute and deliver and affix the seal of the company thereto (if a seal is required), bonds, undertakings, recognizances or other written obligations in the nature thereof, **(other than bail bonds, bank depository bonds, mortgage deficiency bonds, mortgage guaranty bonds, guarantees of installment paper and note guaranty bonds, self-insurance workers compensation bonds guaranteeing payment of benefits, or black lung bonds)**, as follows:

ALL WRITTEN INSTRUMENTS

and to bind OLD REPUBLIC SURETY COMPANY thereby, and all of the acts of said Attorneys-in-Fact, pursuant to these presents, are ratified and confirmed. This appointment is made under and by authority of the board of directors at a special meeting held on February 18, 1982.

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following resolutions adopted by the board of directors of the OLD REPUBLIC SURETY COMPANY on February 18, 1982.

RESOLVED that, the president, any vice-president or assistant vice president, in conjunction with the secretary or any assistant secretary, may appoint attorneys-in-fact or agents with authority as defined or limited in the instrument evidencing the appointment in each case, for and on behalf of the company to execute and deliver and affix the seal of the company to bonds, undertakings, recognizances, and suretyship obligations of all kinds; and said officers may remove any such attorney-in-fact or agent and revoke any Power of Attorney previously granted to such person.

RESOLVED FURTHER, that any bond, undertaking, recognizance, or suretyship obligation shall be valid and binding upon the Company

- (i) when signed by the president, any vice president or assistant vice president, and attested and sealed (if a seal be required) by any secretary or assistant secretary; or
- (ii) when signed by the president, any vice president or assistant vice president, secretary or assistant secretary, and countersigned and sealed (if a seal be required) by a duly authorized attorney-in-fact or agent; or
- (iii) when duly executed and sealed (if a seal be required) by one or more attorneys-in-fact or agents pursuant to and within the limits of the authority evidenced by the Power of Attorney issued by the company to such person or persons.

RESOLVED FURTHER that the signature of any authorized officer and the seal of the company may be affixed by facsimile to any Power of Attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the company; and such signature and seal when so used shall have the same force and effect as though manually affixed.

IN WITNESS WHEREOF, OLD REPUBLIC SURETY COMPANY has caused these presents to be signed by its proper officer, and its corporate seal to be affixed this 26th day of October, 2023.

Karen J. Haffner
Assistant Secretary



OLD REPUBLIC SURETY COMPANY

Alan Pavlic
President

STATE OF WISCONSIN, COUNTY OF WAUKESHA - SS

On this 26th day of October, 2023, personally came before me, Alan Pavlic and Karen J Haffner, to me known to be the individuals and officers of the OLD REPUBLIC SURETY COMPANY who executed the above instrument, and they each acknowledged the execution of the same, and being by me duly sworn, did severally depose and say: that they are the said officers of the corporation aforesaid, and that the seal affixed to the above instrument is the seal of the corporation, and that said corporate seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority of the board of directors of said corporation.



Kathryn R. Pearson
Notary Public

My Commission Expires: September 28, 2026

(Expiration of notary's commission does not invalidate this instrument)

CERTIFICATE

I, the undersigned, assistant secretary of the OLD REPUBLIC SURETY COMPANY, a Wisconsin corporation, CERTIFY that the foregoing and attached Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolutions of the board of directors set forth in the Power of Attorney, are now in force.



40-1457

Signed and sealed at the City of Brookfield, WI this 23rd day of June, 2026.

Karen J. Haffner
Assistant Secretary

ORSC 22262 (3-06)

KRAMER AGENCY



APPROVED
By the Board of City Commissioners

Bond # 7462597

PAYMENT BOND

The American Institute of Architects, AIA Document No. A312
(December, 1984 Edition). Any singular reference to Contractor, Surety,
Owner or other party shall be considered plural where applicable.

CONTRACTOR (Name and Address):
Johnson & Schock Excavating, LLC
4080 48th Ave. S
Fargo, ND 58104

SURETY (Name and Principal Place of Business):
Old Republic Surety Company
1415 28th Street, Suite 420
West Des Moines, IA 50266

OWNER (Name and Address):
City of Fargo
225 4th Street North
Fargo, ND 58102

CONSTRUCTION CONTRACT

Date: 06/19/2026

Amount: \$439,814.00

Description (Name and Location): Water Service Replacement Project 2026-10
City Project No. - WA2513

BOND

Date (Not earlier than Construction Contract Date): 06/23/2026

Amount: \$439,814.00

Modifications to this Bond: ☐ None ☐ See Page 2

APPROVED AS TO FORM

20

CITY ATTORNEY

CONTRACTOR AS PRINCIPAL

Company: (Corporate Seal)
Johnson & Schock Excavating, LLC

Signature: 
Name and Title: Josh Johnson, Owner

(Any additional signatures appear on page 2.)

(FOR INFORMATION ONLY—Name, Address and Telephone)
AGENT or BROKER:

SURETY

Company: (Corporate Seal)
Old Republic Surety Company

Signature: 
Name and Title: Pat A. Thomas, Attorney-in-Fact

OWNER'S REPRESENTATIVE (Architect, Engineer or other
party):

1 The Contractor and the Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner to pay for labor, materials and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference.

2 With respect to the Owner, this obligation shall be null and void if the Contractor:

2.1 Promptly makes payment, directly or indirectly, for all sums due Claimants, and

2.2 Defends, indemnifies and holds harmless the Owner from claims, demands, liens or suits by any person or entity whose claim, demand, lien or suit is for the payment for labor, materials or equipment furnished for use in the performance of the Construction Contract, provided the Owner has promptly notified the Contractor and the Surety (at the address described in Paragraph 12) of any claims; demands, liens or suits and tendered defense of such claims, demands, liens or suits to the Contractor and the Surety, and provided there is no Owner Default.

3 With respect to Claimants, this obligation shall be null and void if the Contractor promptly makes payment, directly or indirectly, for all sums due.

4 The Surety shall have no obligation to Claimants under this Bond until:

4.1 Claimants who are employed by or have a direct contract with the Contractor have given notice to the Surety (at the address described in Paragraph 12) and sent a copy, or notice thereof, to the Owner, stating that a claim is being made under this Bond and, with substantial accuracy, the amount of the claim.

4.2 Claimants who do not have a direct contract with the Contractor:

.1 Have furnished written notice to the Contractor and sent a copy, or notice thereof, to the Owner, within 90 days after having last performed labor or last furnished materials or equipment included in the claim stating, with substantial accuracy, the amount of the claim and the name of the party to whom the materials were furnished or supplied or for whom the labor was done or performed; and

.2 Have either received a rejection in whole or in part from the Contractor, or not received within 30 days of furnishing the above notice any communication from the Contractor by which the Contractor has indicated the claim will be paid directly or indirectly; and

.3 Not having been paid within the above 30 days, have sent a written notice to the Surety (at the address described in Paragraph 12) and sent a copy, or notice thereof, to the Owner, stating that a claim is being made under this Bond and enclosing a copy of the previous written notice furnished to the Contractor.

5 If a notice required by Paragraph 4 is given by the Owner to the Contractor or to the Surety, that is sufficient compliance.

6 When the Claimant has satisfied the conditions of Paragraph 4, the Surety shall promptly and at the Surety's expense take the following actions:

6.1 Send an answer to the Claimant, with a copy to the Owner, within 45 days after receipt of the claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed.

6.2 Pay or arrange for payment of any undisputed amounts.

7 The Surety's total obligation shall not exceed the amount of this Bond, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.

8 Amounts owed by the Owner to the Contractor under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any, under any Construction Performance Bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfy obligations of the Contractor and the Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.

9 The Surety shall not be liable to the Owner, Claimants or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligation to make payments to, give notices on behalf of, or otherwise have obligations to Claimants under this Bond.

10 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

11 No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the location in which the work or part of the work is located or after the expiration of one year from the date (1) on which the Claimant gave the notice required by Subparagraph 4.1 or Clause 4.2.3, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this

Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

12 Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the signature page. Actual receipt of notice by Surety, the Owner or the Contractor, however accomplished, shall be sufficient compliance as of the date received at the address shown on the signature page.

13 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

14 Upon request by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor shall promptly furnish a copy of this Bond or shall permit a copy to be made.

15 DEFINITIONS

15.1 Claimant: An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials or equipment for use in the performance of the Contract. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials or equipment were furnished.

15.2 Construction Contract: The agreement between the Owner and the Contractor identified on the signature page, including all Contract Documents and changes thereto.

15.3 Owner Default: Failure of the Owner, which has neither been remedied nor waived, to pay the Contractor as required by the Construction Contract or to perform and complete or comply with the other terms thereof.

MODIFICATIONS TO THIS BOND ARE AS FOLLOWS:

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

(Corporate Seal)

CONTRACTOR AS PRINCIPAL

Company: _____ (Corporate Seal)

SURETY

Company: Old Republic Surety Company

Signature: _____

Name and Title: _____

Address: _____

Signature: _____

Name and Title: _____

Address: _____

INDIVIDUAL

STATE OF _____ }
 COUNTY OF _____ } ss

On this _____ day of _____, _____, before me personally appeared _____ to me known and known to me to be the individual in and who executed the foregoing instrument and _____ acknowledged to me that _____ executed the same in his individual capacity.

 Notary Public

COPARTNERSHIP

STATE OF _____ }
 COUNTY OF _____ } ss

On this _____ day of _____, _____, before me personally appeared _____ to me known and known to me to be one of the firm of _____ described in and who executed the foregoing instrument and he/she thereupon acknowledged to me that he/she executed the same as and for the act and deed of said firm.

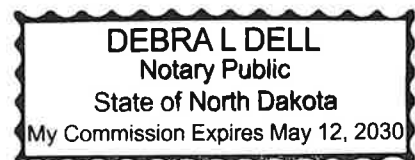
 Notary Public

CORPORATE

STATE OF North Dakota }
 COUNTY OF Cass } ss

On this 25th day of June, 2026, before me personally appeared Josh Johnson to me known, who, being by me first duly sworn, did depose and say that he/she resides in North Dakota; that he/she is the Owner of Johnson & Schock Excavating, LLC the corporation described in and which executed the foregoing instrument; that he/she knows the corporate seal of said corporation; that the corporate seal affixed to said instrument is such corporate seal; that it was so affixed by order and authority of the Board of Directors of said corporation, and that he/she signed his/her name thereto by like order and authority.

Debra L Dell
 Notary Public

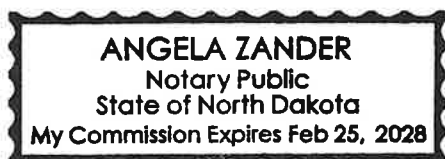
**SURETY**

STATE OF North Dakota }
 COUNTY OF Burleigh } ss

I, Angela Zander Notary Public of Burleigh County, in the State of North Dakota do hereby certify that Pat A. Thomas Attorney-in-Fact, of the Old Republic Surety Company, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he/she signed, sealed and delivered said instrument, for and on behalf of the Old Republic Surety Company, for the uses and purposes therein set forth.

Given under my hand and notarial seal at my office in the City of Bismarck in said County, this 23rd day of June, A.D. 2026.

Angela Zander
 Notary Public





OLD REPUBLIC SURETY COMPANY

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That OLD REPUBLIC SURETY COMPANY, a Wisconsin stock insurance corporation, does make, constitute and appoint: **PAT A. THOMAS, MICHAEL J. THOMAS, JUSTIN P. THOMAS, BRANDI SCHLAUDERAFF, ANGELA ZANDER, MCKAYLA BLEWETT, JOANNA DUFFEY, MCKENZIE THOMAS, JENNA HALVERSON**

of BISMARCK, ND

its true and lawful Attorney(s)-in-Fact, with full power and authority for and on behalf of the company as surety, to execute and deliver and affix the seal of the company thereto (if a seal is required), bonds, undertakings, recognizances or other written obligations in the nature thereof, **(other than bail bonds, bank depository bonds, mortgage deficiency bonds, mortgage guaranty bonds, guarantees of installment paper and note guaranty bonds, self-insurance workers compensation bonds guaranteeing payment of benefits, or black lung bonds)**, as follows:

ALL WRITTEN INSTRUMENTS

and to bind OLD REPUBLIC SURETY COMPANY thereby, and all of the acts of said Attorneys-in-Fact, pursuant to these presents, are ratified and confirmed. This appointment is made under and by authority of the board of directors at a special meeting held on February 18, 1982.

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following resolutions adopted by the board of directors of the OLD REPUBLIC SURETY COMPANY on February 18, 1982.

RESOLVED that, the president, any vice-president or assistant vice president, in conjunction with the secretary or any assistant secretary, may appoint attorneys-in-fact or agents with authority as defined or limited in the instrument evidencing the appointment in each case, for and on behalf of the company to execute and deliver and affix the seal of the company to bonds, undertakings, recognizances, and suretyship obligations of all kinds; and said officers may remove any such attorney-in-fact or agent and revoke any Power of Attorney previously granted to such person.

RESOLVED FURTHER, that any bond, undertaking, recognizance, or suretyship obligation shall be valid and binding upon the Company

- (i) when signed by the president, any vice president or assistant vice president, and attested and sealed (if a seal be required) by any secretary or assistant secretary; or
- (ii) when signed by the president, any vice president or assistant vice president, secretary or assistant secretary, and countersigned and sealed (if a seal be required) by a duly authorized attorney-in-fact or agent; or
- (iii) when duly executed and sealed (if a seal be required) by one or more attorneys-in-fact or agents pursuant to and within the limits of the authority evidenced by the Power of Attorney issued by the company to such person or persons.

RESOLVED FURTHER that the signature of any authorized officer and the seal of the company may be affixed by facsimile to any Power of Attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the company; and such signature and seal when so used shall have the same force and effect as though manually affixed.

IN WITNESS WHEREOF, OLD REPUBLIC SURETY COMPANY has caused these presents to be signed by its proper officer, and its corporate seal to be affixed this 26th day of October, 2023

Karen J. Haffner
Assistant Secretary



OLD REPUBLIC SURETY COMPANY

Alan Pavlic
President

STATE OF WISCONSIN, COUNTY OF WAUKESHA - SS

On this 26th day of October, 2023, personally came before me, Alan Pavlic and Karen J. Haffner, to me known to be the individuals and officers of the OLD REPUBLIC SURETY COMPANY who executed the above instrument, and they each acknowledged the execution of the same, and being by me duly sworn, did severally depose and say: that they are the said officers of the corporation aforesaid, and that the seal affixed to the above instrument is the seal of the corporation, and that said corporate seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority of the board of directors of said corporation.



Kathryn R. Pearson
Notary Public

My Commission Expires: September 28, 2026

(Expiration of notary's commission does not invalidate this instrument)

CERTIFICATE

I, the undersigned, assistant secretary of the OLD REPUBLIC SURETY COMPANY, a Wisconsin corporation, CERTIFY that the foregoing and attached Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolutions of the board of directors set forth in the Power of Attorney, are now in force.

40-1457



Signed and sealed at the City of Brookfield, WI this 23rd day of June, 2026

Karen J. Haffner
Assistant Secretary

ORSC 22262 (3-06)



JOHNSCH-01

KTHOMAS

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/25/2026

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 Kramer Agency 232 West Century Avenue Bismarck, ND 58503	CONTACT NAME: McKenzie Thomas	
	PHONE (A/C, No, Ext):	FAX (A/C, No):
INSURED Johnson & Schock Excavating, LLC 4080 98th Ave S Fargo, ND 58104	E-MAIL ADDRESS: kenzie@krameragency.com	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A: Western National Mutual Insurance Company	
	INSURER B:	
	INSURER C:	
	INSURER D:	
INSURER E:		
INSURER F:		
NAIC #		

COVERAGES**CERTIFICATE NUMBER:****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
A	☒ COMMERCIAL GENERAL LIABILITY						
	☐ CLAIMS-MADE ☒ OCCUR	☒	☒	0001687595	4/1/2026	4/1/2027	EACH OCCURRENCE \$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000
							MED EXP (Any one person) \$ 10,000
							PERSONAL & ADV INJURY \$ 1,000,000
							GENERAL AGGREGATE \$ 2,000,000
							PRODUCTS - COMP/OP AGG \$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						
	☐ POLICY ☐ PRO-JECT ☐ LOC						
	OTHER:						
A	☒ AUTOMOBILE LIABILITY						
	☒ ANY AUTO OWNED AUTOS ONLY	☒	☒	0001668822	4/1/2026	4/1/2027	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	☐ HIRED AUTOS ONLY	☐	☐				BODILY INJURY (Per person) \$
	☐ SCHEDULED AUTOS						BODILY INJURY (Per accident) \$
	☐ NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident) \$
A	☒ UMBRELLA LIAB						
	☒ EXCESS LIAB	☒	☒	0001693484	4/1/2026	4/1/2027	EACH OCCURRENCE \$ 5,000,000
							AGGREGATE \$ 5,000,000
	DED ☒ RETENTION \$ 10,000						
A	☒ WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	☐	N/A	0001687595	4/1/2026	4/1/2027	PER STATUTE OTH-ER \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. EACH ACCIDENT \$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
RE: Project No. - WA2513 - Water Service Replacement Project 2026-10
Reference Attached Forms

CERTIFICATE HOLDER**CANCELLATION**

City of Fargo
225 4th St N
Fargo, ND 58102

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

City of Fargo Staff Report			
Title:	GPk Second Addition	Date:	4/29/2026 7/2/2026
Location:	1601 43rd Street North and 4201 16th Avenue North	Staff Contact:	Donald Kress, Planning Coordinator
Legal Description:	Lot 1, Block 1, GPk Addition and Lot 4, Block 17 of the Replat of Lot 9, Block 15, Block 16, and Lots 2, 3, 4, and 5, Block 17, Industrial Subdivision No. 3, City of Fargo, Cass County, North Dakota		
Owner(s)/Applicant:	Jon Hoffman (GPk Products, Inc.) / Houston Engineering, Inc.	Engineer:	Houston Engineering, Inc.
Entitlements Requested:	Minor Subdivision (Replat of Lot 1, Block 1, GPk Addition and Lot 4, Block 17 of the Replat of Lot 9, Block 15, Block 16, and Lots 2, 3, 4, and 5, Block 17, Industrial Subdivision No. 3, City of Fargo, Cass County, North Dakota)		
Status:	City Commission consent agenda: July 6th, 2026		

Existing	Proposed
Land Use: Undeveloped and Manufacturing and Production.	Land Use: Unchanged
Zoning: GI, General Industrial.	Zoning: Unchanged
Uses Allowed: Allows detention facilities, health care facilities, safety services, adult entertainment centers, off-premise advertising, commercial parking, industrial service, manufacturing and production, warehouse and freight movement, waste related use, wholesale sales, aviation, surface transportation, and mining.	Uses Allowed: Unchanged
Maximum Lot Coverage Allowed: Maximum 85% building coverage.	Maximum Lot Coverage Allowed: Unchanged

Proposal:
The applicant requests one entitlement: 1. A minor subdivision, entitled GPk Second Addition which is a replat of Lot 1, Block 1, GPk Addition and Lot 4, Block 17 of the Replat of Lot 9, Block 15, Block 16, and Lots 2, 3, 4, and 5, Block 17, Industrial Subdivision No. 3, 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 the railroad, LI, Limited Industrial, with warehouse use; AG, Agricultural, with single-family dwelling. • East: GI, General Industrial, with warehouse and office uses.

- South: Across 16th Avenue North, GI, General Industrial, with vacant land, warehouse, and freight movement uses.
- West: Across 43rd Street North, GI, General Industrial, with warehouse, office, and manufacturing and production uses.

Area Plans:

The Fargo Growth Plan 2024 designates the place type of the subject property as “General Industrial and Warehouse.” The existing GI, General Industrial zoning and the current industrial land uses are consistent with this place type.

Context:

Schools: The subject property is located within the West Fargo School District, specifically within the Westside Elementary, Cheney Middle, and West Fargo High schools.

Neighborhood: There is no neighborhood identified for the subject property.

Parks: There are no parks within a quarter mile of the subject property.

Pedestrian / Bicycle: There are no shared use paths adjacent to the subject property.

Bus Route: There are no bus routes within a quarter mile of the subject property.

Staff Analysis:

SUBDIVISION

The subdivision combines two existing lots zoned GI, General Industrial into a single lot for future expansion of an industrial plant.

ADDITIONAL EASEMENT

The plat depicts an easement for a City sewer trunk line along the eastern boundary of the subject property. This easement was added to the plat during the review process at the direction of City staff. This easement replaces an unrecorded easement of the same dimensions that was established in 1977.

Minor Subdivision

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.**

This subdivision is intended to replat two existing lots into one new lot and block. The Fargo Growth Plan 2024 designates the place type of the subject property as “General Industrial and Warehouse.” The existing GI, General Industrial zoning is consistent with this place type. This zoning allows the proposed land uses of manufacturing. No zone change is proposed. 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 about 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)

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, **GPk Second Addition**, as outlined in the staff report, as the proposal complies with the Fargo Growth Plan 2024, Sections 20-0907 B and C and 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 the proposed subdivision plat, **GPk Second Addition**, as outlined in the staff report, as the proposal complies with the Fargo Growth Plan 2024, Sections 20-0907 B and C and Standards of Article 20-06 of the Land Development Code, and all other applicable requirements of the Land Development Code.

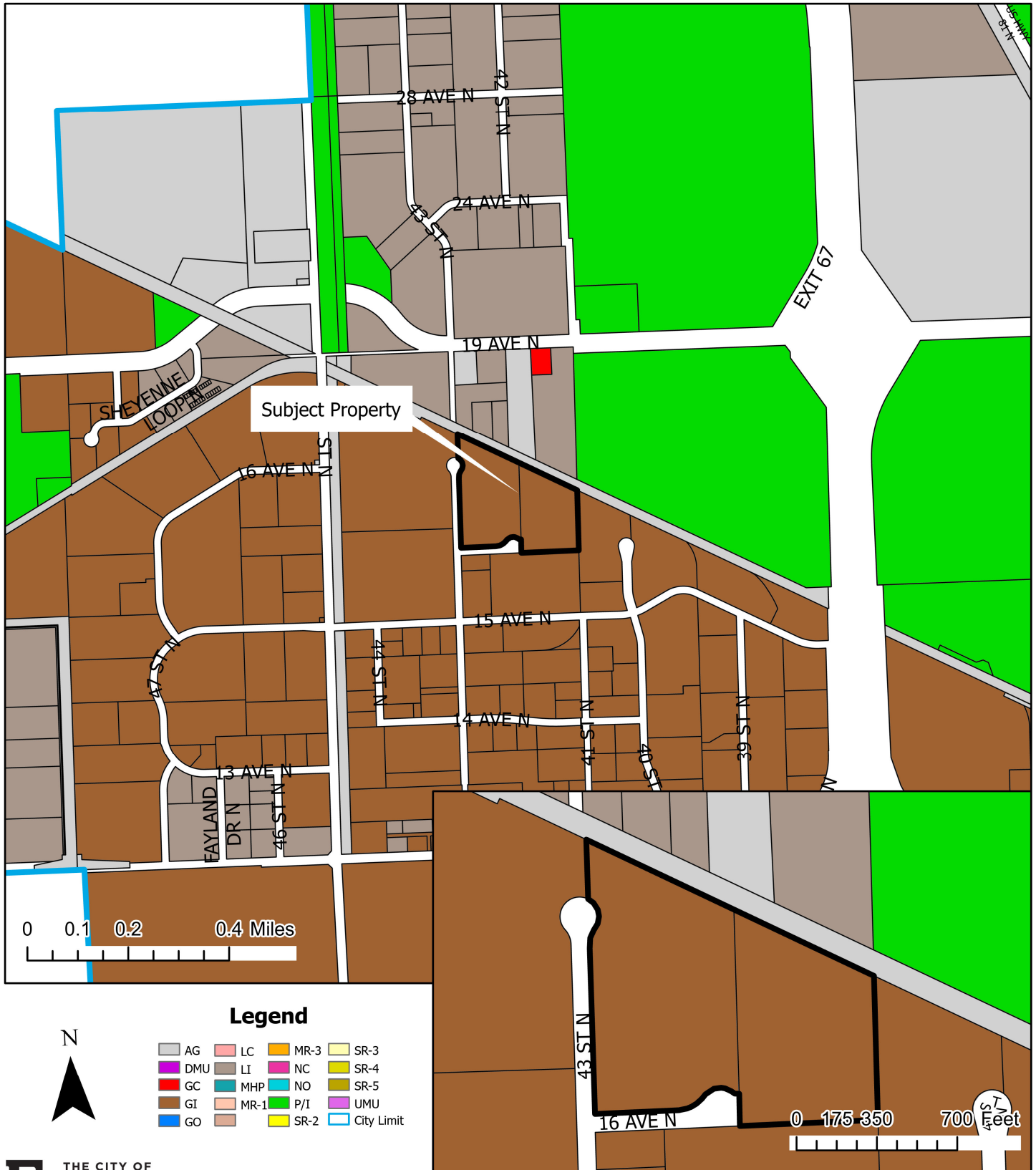
Attachments:

1. Zoning map
2. Location map
3. Preliminary plat

Minor Subdivision

GPK Second Addition

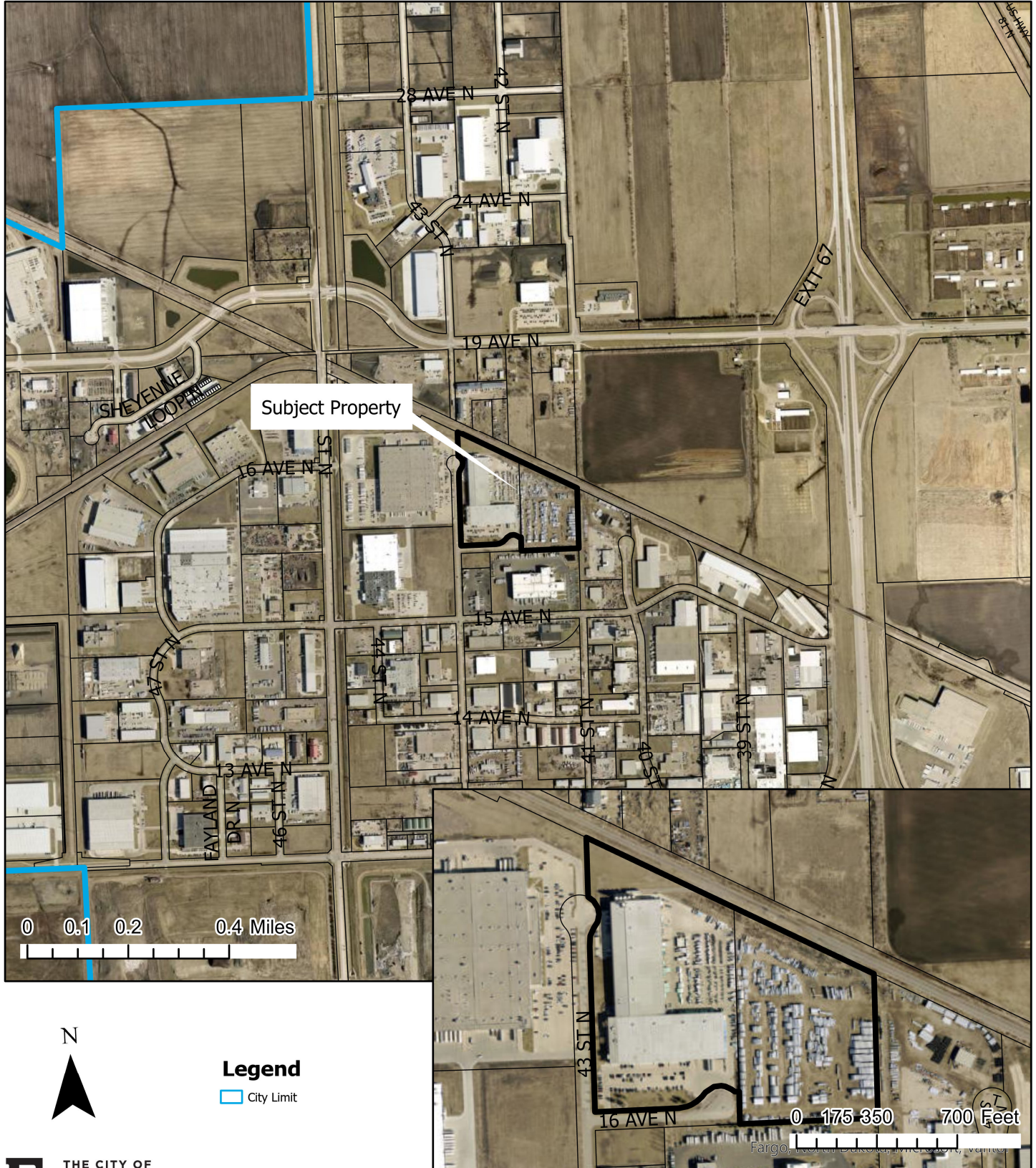
1601 43rd Street North and 4201 16th Avenue North



Minor Subdivision

GPK Second Addition

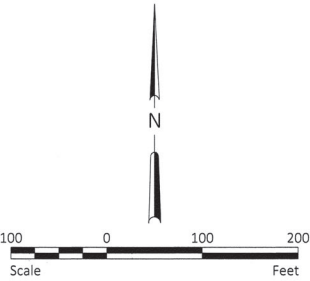
1601 43rd Street North and 4201 16th Avenue North



GPK SECOND ADDITION

A MINOR SUBDIVISION

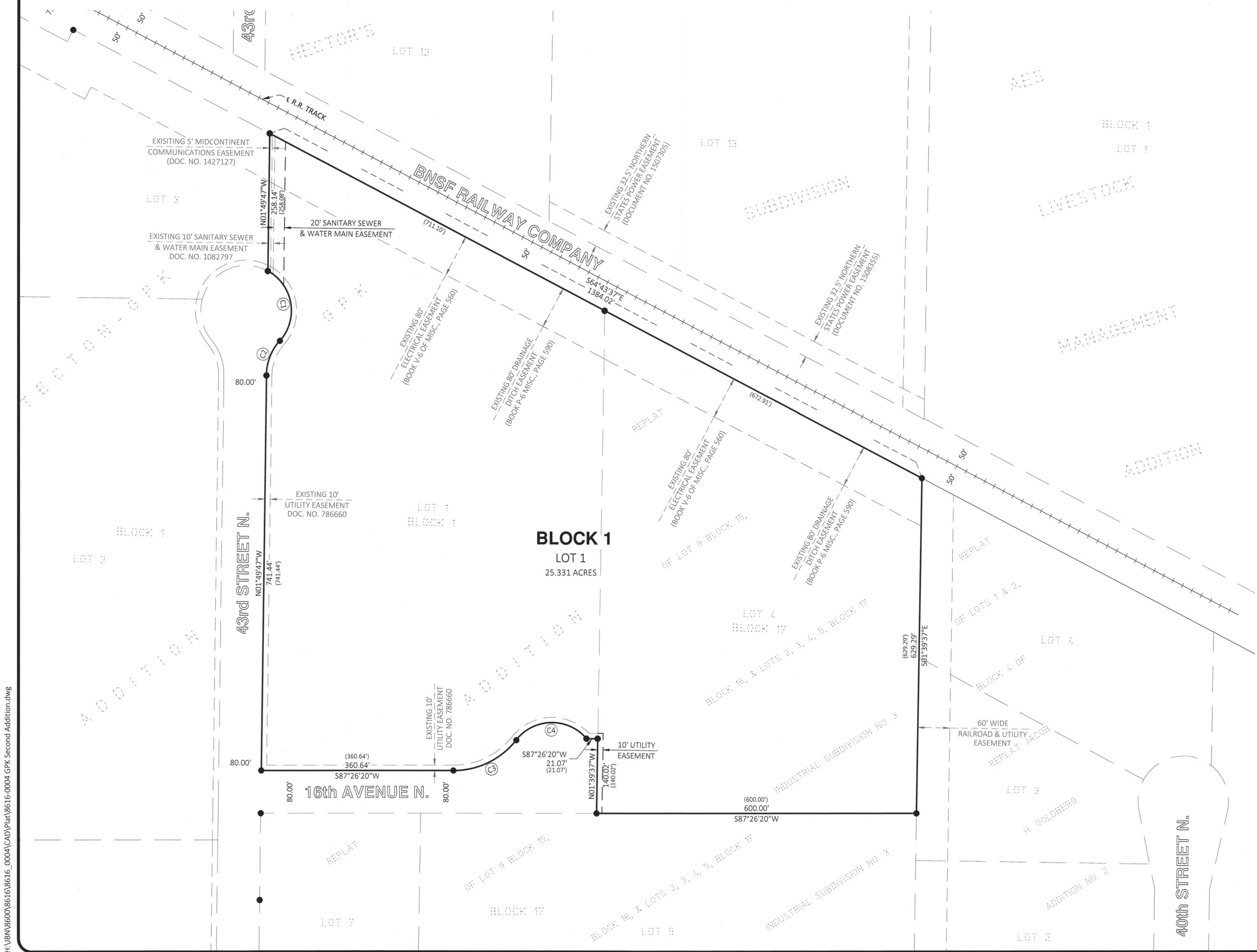
BEING A REPLAT OF LOT 1, BLOCK 1, GPK ADDITION &
LOT 4, BLOCK 17, REPLAT OF LOT 9 BLOCK 15, BLOCK 16, AND LOTS 2, 3, 4, 5, BLOCK 17, INDUSTRIAL SUBDIVISION NO. 3
TO THE CITY OF FARGO,
CASS COUNTY, NORTH DAKOTA



LEGEND	
IRON MONUMENT FOUND	●
1/2" I.D. PIPE SET	○
MEASURED BEARING	N00°00'00"E
PLAT BEARING	(N00°00'00"E)
MEASURED DISTANCE	100.00'
PLAT DISTANCE	(100.00')
PLAT BOUNDARY	—————
NEW LOT LINE	—————
NEW UTILITY EASEMENT	- - - - -
EXISTING LOT LINE	—————
EXISTING UTILITY EASEMENT	- - - - -

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

Curve Table					
Curve #	Length	Radius	Delta	Chord Direction	Chord Length
C1	152.44	85.00	102°44'54"	N12°23'11"W	132.82
C2	71.25	100.00	40°49'15"	N18°34'51"E	69.75
C3	135.88	150.00	51°54'04"	S61°29'18"W	131.28
C4	150.70	85.00	101°34'51"	S86°19'41"W	131.72



GPK SECOND ADDITION

A MINOR SUBDIVISION

BEING A REPLAT OF LOT 1, BLOCK 1, GPK ADDITION &

LOT 4, BLOCK 17, REPLAT OF LOT 9 BLOCK 15, BLOCK 16, AND LOTS 2, 3, 4, 5, BLOCK 17, INDUSTRIAL SUBDIVISION NO. 3

TO THE CITY OF FARGO,

CASS COUNTY, NORTH DAKOTA

OWNER'S CERTIFICATE:

KNOW ALL PERSONS BY THESE PRESENTS: That GPK Products, Inc., a North Dakota corporation, is the owner and proprietor of the following described tract of land:

Lot 1, Block 1, GPK Addition to the City of Fargo, Cass County, North Dakota.

TOGETHER WITH

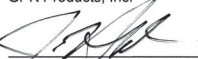
Lot 4, Block 17, Replat of Lot 9 Block 15, Block 16, and Lots 2, 3, 4, 5, Block 17, Industrial Subdivision No. 3, City of Fargo, Cass County, North Dakota.

Said tract contains 25.331 acres, more or less.

And that said party has caused the same to be surveyed and replatted as **GPK SECOND ADDITION** to the City of Fargo, Cass County, North Dakota, and do hereby dedicate to the public, for public use, the sanitary sewer and watermain easement, and the utility easement as shown on this plat.

OWNER:

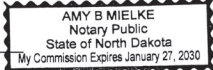
GPK Products, Inc.


Jon Hoffman, Vice President

State of North Dakota)
County of Cass) ss

On this 28th day of April, 2026, before me personally appeared Jon Hoffman, Vice president of GPK Products, Inc., A North Dakota corporation, 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 said corporation.

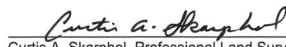
Notary Public: 



SURVEYOR'S CERTIFICATE AND ACKNOWLEDGEMENT:

I, Curtis A. Skarphol, Professional Land Surveyor under the laws of the State of North Dakota, do hereby certify that this plat is a true and correct representation of the survey of said subdivision; that the monuments for the guidance of future surveys have been located or placed in the ground as shown.

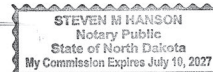
Dated this 24th day of APRIL, 2026.


Curtis A. Skarphol, Professional Land Surveyor No. 4723

State of North Dakota)
County of Cass) ss

On this 24th day of APRIL, 2026, before me personally appeared Curtis A. Skarphol, 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 as his free act and deed.

Notary Public: 



CITY ENGINEER'S APPROVAL:

Approved by the Fargo City Engineer this _____ day of _____, 20____.

Tom Knakmus, PE, City Engineer

State of North Dakota)
County of Cass) ss

On this _____ day of _____, 20____ before me personally appeared Tom Knakmuhs, PE, Fargo 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 his free act and deed.

Notary Public: _____

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)
County of Cass) ss

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: _____

FARGO PLANNING COMMISSION APPROVAL:

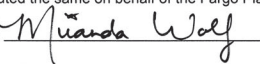
Approved by the City of Fargo Planning Commission this 5th day of

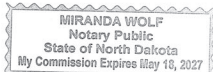
May, 2026.


Maranda R. Tasa, Chair
Fargo Planning Commission

State of North Dakota)
County of Cass) ss

On this 5th day of May, 2026, before me personally appeared Maranda R. Tasa, Chair, Fargo Planning Commission, 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: 



June 24, 2026

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

RE: Purchase of one Combination Plow Truck Chassis (PBC26225)

Commissioners:

Using purchase consortiums for vehicle purchasing has been very successful for the City of Fargo. We have been able to capitalize on significant cost savings over purchasing from the dealer networks.

The results are as follow:

<u>Model</u>	<u>Unit Cost</u>
Kenworth T480	\$142,323.00

This is a cooperative purchasing consortium that conducts competitive solicitations and awards contracts on behalf of participating public agencies. Sourcewell is an approved cooperative contract by the City of Fargo Finance Department. Funding for this project is included in the 2026 Vehicle Replacement budget.

Suggested Motion:

Approve the purchase of one (1) Combination Plow Truck Chassis from Wallworks Truck Center totaling \$142,323.00 (PBC26225).

Respectfully submitted,



Tom Ganje
Fleet Purchasing Manager



PIGGYBACK PURCHASE REQUEST FORM (PBC)

Requested by:	Tom Ganje	Department:	Street Department Replacement
Date of Request:	6/18/2026	Phone Number:	701-241-1460
E-mail:	tganje@fargond.gov		
Dept Head Signature:		Estimated Amount of Purchase:	\$142,323.00

Piggyback Purchase from a State or Cooperative Contract Requirement:

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

Product or Service description:

(1) Kenworth T480 Chassis

Provide source of existing State contract and Contract number:

Sourcwell Contract ID: 032824-KTC

Is a Vendor contract required? Yes ☐ No ☐

Vendor Name: Wallwork Truck Center

Address: 900 35th St NW

City: Fargo State: ND Zip Code: 58102

Contact Person: Conner Christianson Title: Sales

Telephone: 701-476-7097 Email: conner.christianson@wallworktrucks.com

Purchasing Manager Approval:



Piggyback (PBC) Number:

PBC26225



Tom Ganje,

Sourcewell Contract ID: **032824-KTC**

Kenworth Quote ID: **QUO-1187354-B8Y3Q6**

The following Sourcewell Contract ID can be associated with the Kenworth Quote ID provided to you.

Conner Christianson

A handwritten signature in black ink, appearing to read 'Conner Christianson', written over a horizontal line.

6-18-2026



Quotation for 2027 Kenworth T480 Chassis

Prepared for: Tom Ganje, City of Fargo

Wallwork Truck Center is pleased to provide this quotation for one (1) 2027 Kenworth T480 chassis.

Quoted Price: \$142,323.00

This quotation is based on the specifications discussed and reflects current pricing for the 2027 Kenworth T480 chassis. We appreciate the opportunity to submit this proposal to the City of Fargo and look forward to supporting your fleet requirements with Kenworth's industry-leading quality, performance, and reliability.

If you have any questions regarding this quotation or require additional information, please do not hesitate to contact me.

Thank You,

Conner Christianson

Wallwork Truck Center

218-850-3174



Wallwork Truck Center
900 35th Street N.W.
Fargo ND 58102
(701)476 7000
www.wallworktrucks.com

Buyers Order

Contract Date: _____
Deal #: DE 01187
Customer #: 24644
Salesperson: Conner Christianson

Salesperson: Conner Christianson Mobile: (701) 476 7097 Email: conner.christianson@wallworktrucks.com

Bill To: 24644

City of Fargo Central Garage
Auditor's Office
Fargo ND 58107 2083
P:(701) 241 1333 | F:(701) 147 6418

Ship To:

City of Fargo Central Garage
Auditor's Office
Fargo, ND 58107 2083

The undersigned buyer offers to purchase and orders from WALLWORK TRUCK CENTER, A division of W.W. Wallwork, Inc. (Seller), the motor vehicle described below:

Stock#: TBD VIN: TBD New 2027 Kenworth T480 Price: \$142,323.00

Totals -----
Total Price \$142,323.00
Total \$142,323.00

SELLER'S DISCLAIMER OF WARRANTY

Unless a separate written warranty is furnished by Seller, any warranties on the vehicle sold hereunder are those of the Manufacturer. As between Buyer and Seller the vehicle is sold "As Is" and "With all Faults." SELLER EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESS AND IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. Seller shall not be liable for loss of use of the vehicle, loss of time, inconvenience or other consequential damage. Seller neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of the vehicle. This disclaimer does not affect the terms of any applicable Manufacturer's warranty.

The first and second page of this Order comprise the entire agreement between the parties and no other agreement shall be valid unless in writing and signed by the parties. The purchase is for cash, unless otherwise indicated on this Order. If credit is involved, Buyer agrees to execute a retail installment contract on forms provided by Seller, the terms of which are incorporated by reference to this Order. Buyer acknowledges reading the first and second pages of this agreement prior to signing it and acknowledges receipt of a copy of this Order. If credit is involved, this order is not valid until a credit disclosure is made as described in Regulation "Z" and Buyer accepts the credit extended. This Order is not valid until accepted by Seller.

Wallwork Truck Center

Conner Christianson
Salesperson

Date

Accepted by Sales Manager

Date

City of Fargo Central Garage

Buyer's Signature

Title

Date

Co-Buyer's Signature

Date



WALLWORK KENWORTH - FARGO (W060)
900 35TH ST N
FARGO, North Dakota 58102

CITY OF FARGO
402 23RD ST N
FARGO, North Dakota 58102
United States of America

Conner Christianson
Cell Phone:
Office Phone: 701-476-7097

Vehicle Summary

Unit		Chassis	
Model:	T480 Series Conventional	Fr Axle Load (lbs):	20000
Type:	Full Truck	Rr Axle Load (lbs):	46000
Description 1:	Tandem Plow Truck	G.V.W.R. (lbs):	66000
Description 2:		G.C.W. (lbs):	66000
Application		Road Conditions:	
Intended Serv.:	Snowplow: Vehicles which are configured	Class A (Highway)	62
Commodity:	Other Minerals	Class B (Hwy/Mtn)	25
Body		Class C (Off-Hwy)	13
Type:	End Dump	Class D (Off-Road)	0
Length (ft):	14	Maximum Grade:	6
Height (ft):	13	Wheelbase (in):	185
Max Laden Weight (lbs):	4000	Overhang (in):	60
Trailer		Fr Axle to BOC (in):	69.5
No. of Trailer Axles:	0	Cab to Axle (in):	115.5
Type:		Cab to EOF (in):	175.5
Length (ft):	0	Overall Comb. Length (in):	309
Height (ft):	0	Special Req.	
Kingpin Inset (in):	0	U.S. Domestic Registry, 50-state.	
Corner Radius (in):	0		
Restrictions			
Length (ft):	75		
Width (in):	102		
Height (ft):	13.5		

Approved by: _____

Date: _____

Note: All sales are F.O.B. designated plant of manufacture.

Price Level: January 1, 2026
Deal: Tandem Plow Truck
Printed On: 6/18/2026 6:20:16 AM

100% Complete

Date: June 15, 2026
Quote Number: QUO-1187354-B8Y306

**KENWORTH**

Std/ Opt	Description	Weight
Model		
S	T480 Series Conventional	10,386
O	T480 Vocational Hood	0
O	Chassis Operation Will Not Incl. Stationary application. Stationary operation is defined as running the engine under load while stationary at a substantial fraction of engine gross horsepower (60% or greater) for an extended period of time (longer than 5 - 10 minutes).	0
O	CARB Low NOX Omnibus Registration Guidelines Dealer/Customer acknowledges that this vehicle is NOT intended for registration or domicile/primary use in the State of California.	0
O	EPA Clean Idle Label - PACCAR PX Engines	0
O	T480 Tandem	0
O	State of Registry: North Dakota	0
Engine & Equipment		
O	PACCAR PX-9 350 350@1750 1050@1200, 2024 With Turbo Exhaust Brake (VGT Brake) N09420 C333 0.....Reserve Speed Limit Offset (N09380 C334 0.....Maximum Cycle Distance (C334 N09360 C400 252...Reserve Speed Function Reset N09200 C399 100...Standard Maximum Speed Limit N09400 C401 10....Maximum Active Distance (C40 N09220 C402 0.....Expiration Distance (C402) N09540 C395 0.....Expiration Distance (C395) N09260 C121 64....Max Vehicle Speed in Top Gea N09440 C234 NO....Engine Protection Shtdwn N09460 C231 NO....Gear Down Protection N09580 C133 5.....Idle Shtdwn Time N09680 C233 NO....Idle Shtdwn Override N09480 C132 1400..Max PTO Speed N09300 C128 64....Max Cruise Control Speed N09500 C239 NO....Cruise Control Auto Resume N09520 C238 NO....Auto Engine Brake in Cruise N09780 C190 80....High Ambient Temperature Thr N09740 C188 40....Low Ambient Temperature Thre N09760 C189 60....Intermediate Ambient Tempera N09720 C382 YES...Enable Hot Ambient Automatic N09600 C396 YES...Enable Impending Shutdown Wa N09620 C397 60....Timer For Impending Shutdown N09640 C206 35....Engine Load Threshold N09560 C225 NO....Enable Idle Shutdown Park Br	0
O	EPA Emissions Compliant Engine	0

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Deal: Tandem Plow Truck
Printed On: 6/18/2026 6:20:16 AM

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Date: June 15, 2026
Quote Number: OUO-1187354-B887306



Std/ Opt	Description	Weight
S	PremierSpec	0
O	Gearing Analysis: Performance power before economy results.	0
O	Customer's Typical Operating Spd: 62 MPH	0
O	EWI Tracking - A2 Engine Module Chassis	0
	RegistrationYear Year of Registration: 2026	0
	Effective VSL Setting NA	0
O	Engine Idle Shutdown Timer Enabled	0
O	Enable EIST Ambient Temp Override	0
	Eff EIST NA Expiration Miles Use only with MX and Cummins engines	0
S	Air Compressor: Cummins 18.7 CFM - Cummins and PX	0
S	Air Cleaner: MD Composite Engine Mounted	0
O	Fan Hub: Horton 2-Speed for PX-9 or L9N or ISL	0
O	Cooling Module: 2.1M MD Vocational Hood, Clog Resistant, 1000 Square Inches	10
S	EXH: Single Can 2024 RH Under with RH Horizontal Tailpipe Below Rail	0
S	Fuel Filter: PACCAR 2.1M MD for PX-7 or PX-9 Fuel/water separator for 2021 and later engines.	0
S	Run Aid:None *For Fuel Filter	0
S	Start Aid:None *For Fuel Filter	0
O	Block Heater: PACCAR 750 watt 120V for PX-7 and B6.7N. 1000 watt for PX-9 and ISL9 Engines.	2
S	Alternator: PACCAR 160 amp, Brush Type	0
O	Batteries: 3 AGM GP31 THR (925) 2775 CCA. For T680, T880, or W990 in cab battery box only.	62
S	Mitsubishi 105P55 12V Starter with Cummins and PX PACCAR 12 volt electrical system. W/ centralized power distribution incorporating plug-in style relays. Circuit protection for serviceability, 12- volt light system w/circuit protection circuits number & color coded. Only for Cummins or PX engines.	0
S	12V Low Voltage Disconnect for Battery Protection	0
S	Remote PTO/Throttle, 12-Pin, 250K, Back of Cab OR Back of Sleeper, J1939, Remote Control Provision	0

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Date: June 15, 2026
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Std/ Opt	Description	Weight
Transmission & Clutch		
O	Transmission: Allison 3000RDS 6-speed, With PTO drive gear. 6th Generation controls. Includes heat exchanger & oil level sensor. Rugged Duty Series for vocational applications. Requires a push button shift control code. Oil temperature gauge is standard on class 8 models. Transynd transmission fluid is standard on all Allison 1000, 2000, 3000 & 4000 series transmissions.	443
S	Driveline: 2 Dana SPL140 1 Centerbearing	0
S	One Heavy-Duty One-Piece Aluminum Crossmember This option upgrades an existing crossmember. The cost does not include the centerbearing and bracket. Crossmember location will be in accordance with Kenworth engineering standards, using the major components specified on the DTPO.	0
O	Torque Converter Included W/ Allison Transmission.	0
O	Push Button Shifter Controls, Center Console Mounted for Allison Transmission. 2.1m Medium Duty only.	0
O	Allison Fuel Sense: Delete	0
O	Allison Neutral at Stop	0
O	PTO Adapter For Front Engine PTO (FEPTO)	8
O	C/I Transmission PTO in the LH Mounted position (8 o'clock) for Allison 3000 & 4000 transmissions.	0
O	Transmission Cooler: Automatic Transmission For use with 2.1M MD with Vocational Hood. Includes cooler protector.	38
Front Axle & Equipment		
O	Meritor MFS20 20K 3.74in. Drop Wide Track.	167
O	Front Brakes: 14,601-22K Bendix Air Disc Brakes.	13
O	Splined Rotor for Front Air Disc Brakes for Use with Iron Hubs.	0
O	Front Hubs Iron Hub Pilot 20,000 lbs. 10 Bolt 16.5x6in. or 7in. or air disc brakes. 10 Bolt, 11-1/4 in. bolt circle. Consider Wheelguards (5850002) with aluminum wheels.	80
S	ConMet PreSet Plus Hub Package; Front Axle.	0
S	Hubcap: Front Vented.	0
O	Slack Adjusters Included W/ Front Axle or Brakes. Also use with disc brakes.	0
O	Front Springs: Taperleaf 20K W/ Shock Absorbers w/ maintenance-free elastomer spring pin bushings.	99
O	Dual Power Steering Gears: 18/20K	75

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Std/ Opt	Description	Weight
O	Power Steering Cooler: Radiator Mounted Air-to-Oil	11
O	40 mm Front Suspension Spacer Block	0
O	Front Bendix Air Disc Brake Dustshield includes pad air disc brakes only.	0
Rear Axle & Equipment		
O	Dual Meritor RT46-160 Rear Axle rated at 46K. Tandem rear axles.	1,109
O	Rear Axle Ratio - 6.14.	0
O	Dual Rear Bendix Air Disc Brakes for Dual rear axles to 46K capacity.	40
O	Splined Rotor for Dual Rear Air Disc Brakes for use with iron hubs.	-208
O	Dual Rear Hubs: Iron Hub Pilot 52K; 11.25" Bolt circle. Requires "R" series outer ends.	104
O	ConMet PreSet Plus Hub Package; Dual Rear Axle.	0
O	Rear Slack Adjusters Included W/ Axle or Air disc brakes.	0
O	Spring Brakes Included W/ Dual Rear Air Disc brakes.	0
O	Rear Air Disc Brake Dustshields for Dual Axle; includes pads only.	2
S	Bendix 4S/4M Anti-Lock Brake System.	0
O	Air Operated Park Brake	0
O	Interaxle Driveline: 1 Dana SPL170XL Tandem Rear Axles Only	96
O	Tandem Hendrickson HAULMAAX EX (HMX) 460 46K. 54 in. axle spacing, 16.5 in. saddle height. With shocks, track rods and rubber bolster bushings. Unladen Height: 11.5 in. Laden Height: 9.5 in.	463
O	Delete Dash Mounted Control for Air Suspension dump valve. Only available with an air suspension.	0
O	Heavy-Duty Torque Rods for Hendrickson Beam. 46K and under suspensions.	15
Tires & Wheels		
O	Front Tires: Continental HAC3 425/65R22.5 20PR with pressure sensor included	0
O	Rear Tires: Continental HDR2+ 11R22.5 14PR	176
O	Tire pressure monitoring system for tire/wheel count: 10.	0
O	Rear Tire Quantity: 8	0

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Deal: Tandem Plow Truck

Quote Number: OUC-1187354-B8Y306

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Std/ Opt	Description	Weight
O	Front Wheel: Accuride 29374 22.5x12.25 aluminum, Standard polish finish, hub-pilot mount. 11000lb. maximum rating. 5.80 in. offset. Air disc brake compatible.	-2
S	Rear Wheel: Accuride 51455 22.5x8.25 steel Steel Armor(TM) powder coat, hub-pilot mount. 7400lb. maximum rating. 5-hand hole. Air disc brake compatible. Code is priced per pair of wheels.	0
O	Powder Coat White Steel Wheel. Use in Conjunction with front, dual front, rear, spare or lift axle wheel code(s). All wheels on chassis must have same finish color.	0
O	Rear Wheel/Rim Quantity: 8	0

Frame & Equipment

O	Frame Rails: 10-11/16 x 3-1/2 x 1/2in. Steel to 336in. Truck frame weight is 4.70 lb.-in. per pair of rails. Section modulus is 22.35, RBM is 2,683,000 in.-lbs per rail. Frame rail availability may be restricted based upon application, axle/suspension capacity, fifth wheel setting, or component/dimensional specifications. The results of the engineering review may result in a change to the requested frame rail. If a change is required Kenworth Application Engineering will advise the dealer of the appropriate material specification for a substitute rail.	667
O	Bumper: Tapered Painted Steel Channel. Requires a bumper setting code.	65
O	64 in. Bumper Setting. Requires a Bumper Code.	0
S	Front Tow Loops: Two	0
O	24 in. Frame Rail Extensions. Vocational Hoods only.	36
O	Custom Frame Layout: One Chassis CFL A/D: Inside LH Rail BOC	0
O	In-Cab Steel Battery Box: under Rider Seat or in stand alone box. Requires appropriate AGM battery code, which varies by model, and appropriate rider seat code be selected prior to entering the workscreen. Includes 1 battery disconnect switch.	0
O	Rubber Battery Pad in Bottom of Battery Box. For cantilever-style or between the rails battery boxes.	2
O	In-Cab Battery Box Location: Under Rider Seat.	0
S	DPF/SCR Box Natural End Plates and Natural cover.	0
S	Heavy-Duty One-PC Aluminum Intermediate/ Fill-In crossmember.	0
S	Heavy-Duty 5-Piece Rear Cab Support, Hucked assembly. Huck fastened to frame.	0
O	Final End-of-Frame Cut-Off Dimension Will be modified to 56 in. to 60 in.	0

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Date: June 15, 2026
Quote Number: OUC-1187354-B8Y3Q6

Std/ Opt	Description	Weight
O	Customer to Install Structural Crossmembers if removing the factory installed jackshaft crossmembers. Maximum spacing between structural centerframe crossmembers to be 51 in. (measured from the web of channel type crossmembers, or from the centerline of cast crossmembers). The customer is responsible for meeting minimum crossmember spacing requirements if the factory supplied jackshaft C/M's are removed.	0
O	Customer Will Install Structural End-of-Frame crossmember before vehicle is placed in service.	0
S	Rear Mudflap Arms: Betts B-25 Standard-Duty, straight. Includes B1732 mounting brackets as standard.	0
S	Rear Mudflap Shields: White Plastic Antisail W/ Kenworth logo.	0
S	Square End-of-Frame W/O Crossmember; Non-Towing.	0
Fuel Tanks & Equip		
O	70 US Gallon D-Shape Rectangular Aluminum Under fuel tank, replace. With non-slip step.	23
O	Large DEF Tank, 15 Gallons.	26
O	DEF to Fuel Fill Ratio 2:1 or Greater.	0
S	DEF Tank Location is LH BOC. For 2.1M Medium-Duty	0
O	Location: 70 gal fuel tank LH under cab	0
Cab & Equipment		
S	Cab: Stamped Aluminum with Curved Windshield LED markers. Requires separate roof code.	0
O	Hood: Sloped Vocational w/ Stationary Grille w/ Chrome Crown	-24
S	Cab HVAC - Day Cab and 40 in. Sleeper System With Defrost, A/C, and 48,000 BTU/hr Heater. Includes automatic temperature control with one touch defrost operation and dash mounted cab temperature and solar intensity sensors. Pleated fresh air filter and cabin recirculation air filter standard. The Kenworth HVAC system is designed to provide optimal heating and cooling in all operating environments without need for additional insulation. Cab HVAC without sleeper heater AC is available with 40in sleeper.	0
S	Steering Wheel: 18 in. 4-Spoke.	0
S	Adjustable Telescoping Tilt Steering Column.	0
O	5 Sets of Keys. Replaces Standard 2 Sets of Keys.	0
O	Information for Customer-Installed PTO Muncie 10-bolt.	0
O	Dash Switch: 1st Allison MTD PTO Electric switch and wiring are F/I.	0

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Std/ Opt	Description	Weight
O	Three Spare Switches: Wired to Power.	0
O	Gauge: DD Virtual Gauge - Air Filter Restriction	0
O	Gauge: DD Virtual Gauge - Eng Pto Hour	0
O	Gauge: DD Virtual Gauge - Manifold Pressure Boost	0
O	Gauge: DD Virtual Gauge - Engine Percent Torque	0
O	Gauge: DD Virtual Gauge - Engine Hours Instrument Cluster	0
O	Gauge: DD Virtual Gauge - Volts Instrument Cluster	0
O	Gauge: Fuel Filter Restriction Gauge.	0
O	City Horn to Honk if Door Opens and Park Brake not set.	0
S	Main Instrument Package: 7" Digital Display Cluster. Includes Physical (Analog): Speedometer, Tachometer, Oil Pressure, and Coolant Temp; and Digital: Fuel Level #1, DEF Level, DPF Filter Status, Fuel Economy, Volts Telltale, OAT and Primary Air Pressure, Secondary Air Pressure, and Air Application for air brake trucks.	0
S	Interior Trim Package: 2.1M MD Gray Foam Backing/Cloth Headliner W/Gray Sunvisor & Seat Color Three Underdash Center Console Cupholders (Two If Allison Transmission Is Selected).	0
S	Driver Seat: KW Air Seat IB Vinyl W/O Armrests /Susp Cover	0
O	Rider Seat: KW Battery Box Seat IB Vinyl w/o Armrests	0
O	Kenworth Radio DEA700 AM/FM/WB	0
O	Speaker Package For Cab: (2) Speakers B-Pillar	0
O	CB Installation Kit: C/I Center Mtd of Header w/ Single Antenna on LH Mirror, low mount.	0
S	Turn Signal: Self-Cancelling	0
S	LH and RH Trip Ledge Rain Deflectors	0
S	Global Telematics Unit	0

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Std/ Opt	Description	Weight
S	Sensata Tire pressure monitoring system Requires 48991XX tire/wheel count code for sensors.	0
S	Dual Cab Interior Grabhandles: A Pillar Mounted Dash Wrap and B Pillar Mounted Grabhandles	0
S	Kenworth Daylite Door With Standard LH/RH electric door locks and LH/RH electric window controls.	0
S	Single Air Horn Under Cab.	0
S	Look-Down, Pass. Door, Black 11x6	0
S	Mirror Shell: Dual Aero In-Mold Black	0
O	Mirror: Dual KW Aero Rear View Motor, heated with Integral CX.	0
S	Rear Cab Stationary Window 19in x 36in	0
S	One-Piece Bonded-In Windshield With Curved Glass. Standard.	0
O	Kenworth Cab Air Suspension.	0
S	Roof: Low Profile Stamped Steel	0

Lights & Instruments

O	Headlamps: Single Halogen Complex Reflector w/ Turn Indicator, Reflector and w/o DRL. Fender Mtd.	0
O	Daytime Running Lamps Located in Bumper. Driven by Chassis Height.	3
S	14-Pin RP170 Body Lighting Connector.	0
S	Marker Lights: Five Rectangular LED.	0
S	LED Stop,Turn,Tail: With Two LED Backup Lights and With An LED License Plate.	0
O	Backup Alarm: Tail Light Bracket Mounted Variable self-adjusting 82-102 DBA.	0
O	Body Builder Lighting Harness Coiled End Of Frame For Additional Customer Installed Exterior Lighting. Harness Includes Circuits for Additional Customer Installed Tail Lamps, Turn Lamps, Stop Lamps, and Marker Lamps.	0

Air Equipment

S	Air Dryer: Bendix AD-HF Puraguard Heated	0
S	Moisture Ejection Valve W/ Pull Cable Drain.	0
S	Nylon Air Tubing in Frame & Cab, Excluding Hoses subject to excessive heat or flexing.	0
O	Locate Air Dryer Inside LH Rail BOC. This code requires the use of a custom frame layout code.	0

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Std/ Opt	Description	Weight
O	Air Tanks: Clear of Right Side of Transmission area. This code requires the use of a custom frame layout code.	0
Extended Warranty		
S	Base Warranty - PACCAR PX-9 Engine 24 months / 250,000 miles / 402,336 km / 6250 hours.	0
O	Severe Service Medium-Duty Warranty: 12 months/ 50,000 miles & km	0
O	TruckTech+ RD - 5YR Sub PACCAR PX Engines	0
O	Base Warranty: Emissions 5YR/100K MI	0
Miscellaneous		
O	GHG Secondary Manufacturer: Does Not Apply	0
S	EMUX Architecture	0
Promotions		
O	Model Year 2026 Engine	0
Paint		
O	Paint Color Number(s). N9702 A - 751959 SCHOOL BUS YELLOW N9770 BUMPER N0001 BLACK N9720 FRAME N0001 BLACK	0
O	Steel Bumper Painted Frame Color	0
O	Day Cab Premium Paint	0
S	1 - Color Paint - Day Cab Color will be White if no other color is specified.	0
O	Non-Standard Paint Color.	0
S	Base Coat/ Clear Coat. The Kenworth Color Selector contains additional instructions, as well as information on Kenworth paint guidelines and surface finish applications. Kenworth is standard with Dupont Imron Elite paint.	0

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Std/ Opt	Description	Weight
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Special Requirements

Special Requirement 1 0098025
Special Requirement 2
Special Requirement 3
Special Requirement 4

Fuel Efficiency Score:

Order Comments

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Total Weight (lbs)

13,987

Any price increase as the result of force majeure, rising costs of components (including but not limited to material shortages) or government tariffs are not included in the quoted price and will be the financial responsibility of the customer.

Prices and Specifications Subject to Change Without Notice.

Unpublished options may require review/approval.

Dimensional and performance data for unpublished options may vary from that displayed in CRM.

PRICING DISCLAIMER

While we make every effort to maintain the web site to preserve pricing accuracy, prices are subject to change without notice. Although the information in this price list is presented in good faith and believed to be correct at the time of printing, we make no representations or warranties as to the completeness or accuracy of this information. We reserve the right to change, delete or otherwise modify the pricing information which is represented herein without any prior notice. We carefully check pricing specifications, but occasionally errors can occur, therefore we reserve the right to change such prices without notice. We disclaim all liability for any errors or omissions in the materials. In no event will we be responsible for any damages of any nature whatsoever from the reliance upon information from these materials. Please check your order prebills to confirm your pricing information

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Shipping Destinations

Intermediate Destination:

Final Destinations	Quantity
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Requested Schedule Dates

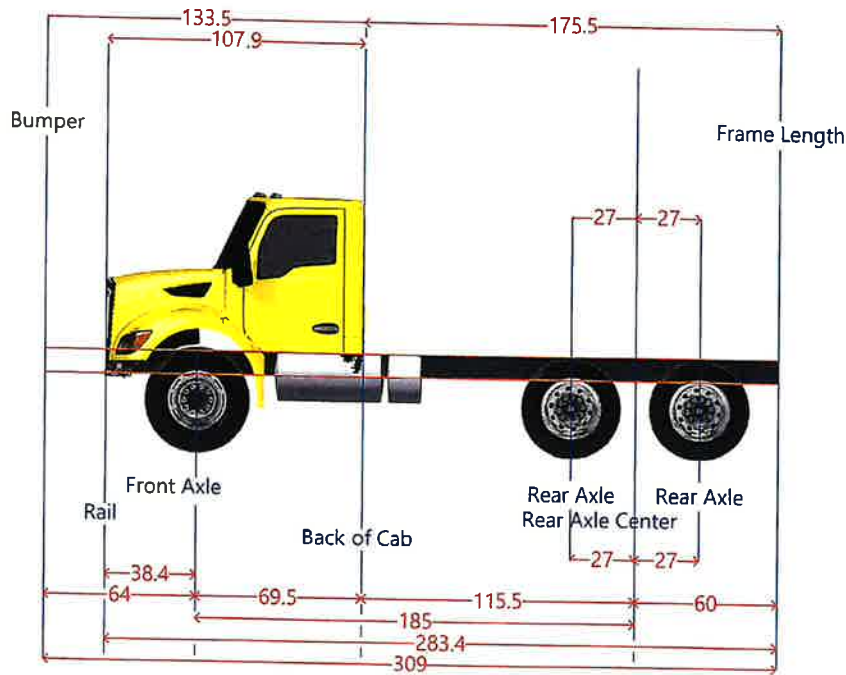
Date	Quantity
9/1/2026	1

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Date: June 15, 2025
Quote Number: QUO-1187354-B8Y3O6

HORIZONTAL DIMENSIONS



Dimension	Measurement	Start	End
Axle Spacing	54	158	212
Bumper to Back of Cab	133.5	-64	69.5
Bumper to Front Axle	64.0	-64	0
Bumper to Front Frame	25.6	-64	-38.4
Cab to End of Frame	175.5	69.5	245
Cab to Rear Axle	115.5	69.5	185
Effective Bumper to Back Of Cab	133.5	-64	69.5
Frame Length	283.4	-38.4	245
Front Axle to Back of Cab	69.5	0	69.5
Front of Frame to Axle	38.4	-38.4	0
Load Space	175.5	69.5	245
Overall Length	309.0	-64	245
Overhang	60.0	185	245
Pusher Offset #1	27.0	158	185
Pusher Offset #2	27.0	158	185
Pusher Offset #3	27.0	158	185
Tag Offset	27.0	185	212
Wheelbase	185	0	185

VEHICLE WEIGHT RATING

FRONT AXLE COMPONENTS

Component	Sales Code	Description	Ratings
Axle	2516006	Meritor MFS20 20K 3.74in. Drop Wide Track	20,000
Springs	2865025	Front Springs: Taperleaf 20K W/ Shock Absorbers	20,000
Power Steering	2895305	Dual Power Steering Gears: 18/20K	20,000
Hubs, Drums	2702020	Front Hubs Iron Hub Pilot 20,000 lbs 10 Bolt	20,000
Brakes	2607002	Front Brakes: 14,601-22K Bendix Air Disc Brakes	22,000
Tires	4080019	Front Tires: Continental HAC3 425/65R22.5 20PR	22,800
Wheels	5042299	Front Wheel: Accuride 29374 22.5x12.25 aluminum	

Requested Front (Lbs): 20,000
 Minimum: 0
 Maximum: 20,000

The front axle weight rating cannot exceed 20000

REAR AXLE COMPONENTS

Component	Sales Code	Description	Ratings
Axle	3142160	Dual Meritor RT46-160 Rear Axle rated at 46K	46,000
Hubs, Drums	3403460	Dual Rear Hubs: Iron Hub Pilot 52K; 11.25" Bolt	52,000
Service Brakes	3306001	Dual Rear Bendix Air Disc Brakes for Dual	46,000
Spring Brakes	3485002	Spring Brakes Included W/ Dual Rear Air Disc	46,000
Suspension	3742940	Tandem Hendrickson HAULMAAX EX (HMX) 460 46K	46,000
Tires	4280057	Rear Tires: Continental HDR2+ 11R22.5 14PR	46,720
Wheels	5242392	Rear Wheel: Accuride 51455 22.5x8.25 steel	59,208

Requested Rear (Lbs): 46,000
 Minimum: 16,000
 Maximum: 46,000

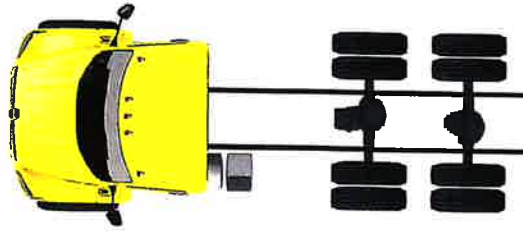
The rear axle weight rating cannot exceed 46000

GROSS COMBINATION WEIGHT RATING

GCWR (lbs)	30,000
Min	10,000
Max	99,000

The Gross Combination Weight Rating cannot exceed 999000

FRAME LAYOUT



Note: Optional content may be displayed. The order has not yet received an engineering review. The actual arrangement of components may not be exactly as pictured. Additional changes may be made to the layout by Kenworth. Add a Custom Frame Layout code if an exact layout is required.

Selected Options (Wheelbase: 185)

Sales Code	Description	Length	Side
7140070	70 US Gallon D-Shape Rectangular Aluminum Under	45.5	Left
7722173	Large DEF Tank, 15 Gallons.	14.7	Left
6405000	In-Cab Steel Battery Box: under Rider Seat or in	20	Center
9101218	Air Dryer: Bendix AD-HF Puraguard Heated	??	??

June 30, 2026

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

RE: Purchase of one Combination Plow Truck Body (PBC26235)

Commissioners:

Using purchase consortiums for vehicle purchasing has been very successful for the City of Fargo. We have been able to capitalize on significant cost savings over purchasing from the dealer networks.

The results are as follows:

<u>Model</u>	<u>Unit Cost</u>
Bonnell dump body with wing & pre-wet system	\$176,285.00

The review committee consisting of Ben Dow and Tom Ganje, evaluated Sourcewell Contract #033126-BNL and Minnesota State Contract # S863(5)-267385. These cooperative purchasing consortiums conducts competitive solicitations and awards contracts on behalf of participating public agencies. Sourcewell and Minnesota State Contract are approved cooperative contract by the City of Fargo Finance Department. Funding for this project is included in the 2026 Vehicle Replacement budget.

SUGGESTED MOTION:

Approve the purchase of one (1) Bonnell dump body with wing and pre-wet system from Bert's Truck Equipment totaling \$176,285.00 (PBC26235).

Respectfully submitted,



Tom Ganje
Fleet Purchasing Manager



PIGGYBACK PURCHASE REQUEST FORM (PBC)

Requested by:	Tom Ganje	Department:	Street Department Replacement
Date of Request:	6/29/2026	Phone Number:	701-241-1460
E-mail:	tganje@fargond.gov		
Dept Head Signature:		Estimated Amount of Purchase:	\$176,285.00

Piggyback Purchase from a State or Cooperative Contract Requirement:

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

Product or Service description:

(1) Bonnell 14' Commander Dump Body - Sourcewell
Wing and pre-wet system - Mn State Contract

Provide source of existing State contract and Contract number:

Sourcewell # 033126-BNL
Mn State Contract # S863(5)-267385

Is a Vendor contract required? Yes ☐ No ☐

Vendor Name: Bert's Truck Equipment

Address: 3804 Hwy 75 North

City: Moorhead **State:** MN **Zip Code:** 56560

Contact Person: Wade Johnson

Title: Sales

Telephone: 218-233-8681

Email: wade@bertsonline.com

Purchasing Manager Approval:

Piggyback (PBC) Number:

PBC26235



TRUCK EQUIPMENT

6/24/2026

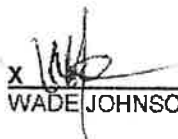
CITY OF FARGO
402 23RD ST N
FARGO ND 581102
ATTN: TOM

BONNELL SOURCEWELL CONTRACT # 033126-BNL

1.00	BONNELL 14' COMMANDER MCR SS DUMP BODY		
	14'-0" LONG, 304 STAINLESS STEEL, 12.8 YDS STRUCK @		
	MCR-14-S3 TAILGATE HEIGHT	\$	86,783.00
	96" wide OD		
	7 ga. Grade 50 anti Prism Sides, 26 degree conveyor load angle		
	7 ga" grade 50 Front		
	51.9" 6 panel 7 ga grade 50 Tailgate		
	Removable floor, 30.5" wide Self cleaning pintle style chain		
	201SS Stainless Steel Rear post with S/T/T light cutouts		
	One year limited Warranty		
	C10110-DA Mailhot hoist package for commander Body		
1.0-4	Installation of Bonell Comander Body		
1.40	SS Fold Down Box ladder, installed		
C10729	14' AR400 CONVEYOR COVER 1/4" THICK		
C10226	14' 304 STAINLESS STEEL REMOVABLE SUB-FLOOR WITH CLEAN OUT DOOR		
BON-01164	201 Stainless Steel hanger style		
C10624	304 Stainless Steel, hanger style spinner poly spinner		
BON-01265	304 STAINLESS STEEL CAB SHIELD-		
1.00	BONNELL PREWET SYSTEM		
OM-540P-2-15	TWO 270 GALLON POLY TANKS		
C10875	SS Tank Brackets		
L10415	Factory Prewet Installation		
L10315	2" Male Quick Fill Kit		
L10355	Flush Kit. (Includes small poly flush tank)		
L10105	ELECTRIC PREWET PUMP IN A FIBERGLASS ENCLOSURE		
L10335	Three Nozzle spray kit		
L10360	Pressure Switch (For Shutting Down Electric Pumps)		
L10365	Liquid Level Switch		
	Deluxe Two Tank Vent Kit for Commander Bodies. (Vents into Body		
L10370	Through Front Board Pockets)		
	Berts HD Mud Flaps	\$	180.00
	Front Plow and Hitch (Customer to order Everest Plow and		
	front Hitch Through Sourcewell)	Not quoted	
5.00	Installation and painting of Front Hitch	\$	2,195.00
4.00	Falls SDLP- 10 Rear mounted wing with all standard Equipment	\$	13,121.00
	Installation of SDLP Wng	\$	5,280.00
4.13	hydraulic nitrogen push bar	\$	3,371.00
4.15	rear lift option	\$	708.00
	Paint Wing Moldboard	\$	495.00
	Paint Wing Mounting	\$	595.00

Standard Force Add-A-fold Ultra Hydraulics with 6100 EX Control. Valve to run D/A hoist, S/A Plow lift, D/A plow reverse, D/A wing toe & heel, Auger and Spinner (Includes wing toe counter balance valve.		
9.01	MPJC 6100 ULTRA CONTROLLER	\$ 30,320.00
9.09	Adder to Upgrade to a (5) Stick Ultra Control: Seat Mount Kit	\$ 2,563.00
9.70	RES-30-AB-LS-SS, Stainless Steel 30 Gallon Frame Mounted Reser	\$ 200.00
9.73	9 section valve enclosure for add-a fold, MCV-05ENCL-09-SS, Staint	\$ 2,975.00
9.03	Adder for three Extra valve Sections Two for Everest Plow, One for Hyd Buffer Bar	\$ 2,313.00
9.12	Adder for Electric Prewet. Open Loop. (Module Only)	\$ 3,744.00
9.63	Adder for 6100-GEN5-ARC-WIRELESS. (1155716)	\$ 469.00
9.53	Adder for 6 ported 1/2" Stucchi Multi Coupler Plate. (43Z06080801C)	\$ 750.00
9.54	Adder for 6 ported 1/2" Parking Station. (815806257 **S.I.**)	\$ 2,313.00
	Installation of Force America Ultra Add-A-fold Hydraulic System, (Includes Armor King hoses or Stainless Steel Pipe and standard Hydraulic Oil, BTE ND Wiring Harnes)	\$ 210.00
9.77		\$ 9,660.00
1.102	ABL GML-3832-0091-11 Ultra Bright LED "HEATED" Plow light kit	\$ 775.00
1.103	Installation of LED Plow Lights on Hood mounted Aluminum Bracket	\$ 1,165.00
1.104-3	Two GML_SLA2000F Heated Flood Light	\$ 170.00
1.105	Installation of wing or sander light (Two)	\$ 410.00
1.134	Installation of standard DOT systems	\$ 1,205.00
1.134-E	Laser Line GL3000PMC wing Guidance Laser for Wing Plow (include	\$ 2,995.00
1.134-F	Installation of GL3000PMC Laser on body cab shield	\$ 495.00
NCI	Hella All Amber Min- Light bar	\$ 425.00
NCI	Rear body mounted Warning lights	\$ 400.00
		\$ 176,285.00

Minnesota State Contract Pricing whre applicable S863(5)-267385


WADE JOHNSON - SALES

YOUR TRUCK EQUIPMENT HEADQUARTER

1-800-232-3787

(218) 233-8681

Fax 218-233-9548

3804 Hwy 75 North

Moorhead, MN 56560

email:wade@bertsonline.com

City of Fargo Staff Report			
Title:	The Cul-de-Sac of Cottagewood First Addition	Date:	5/27/2026 7/2/2026
Location:	3856 and 3870 47 th Avenue South	Staff Contact:	Luke Morman, Planner
Legal Description:	Lots 17-18, Block 1, Cottagewood First Addition.		
Owner(s)/Applicant:	Craig Helenske	Engineer:	Houston Engineering
Entitlements Requested:	Major Subdivision (a replat of Lots 17-18, Block 1, Cottagewood First Addition, to the City of Fargo, Cass County, North Dakota)		
Status:	City Commission Public Hearing: July 6 th , 2026		

Existing	Proposed
Land Use: Undeveloped	Land Use: Single-dwelling Residences
Zoning: SR-2, Single-dwelling Residential	Zoning: Unchanged
Uses Allowed: SR-2, Single-dwelling Residential, allows detached houses, daycare centers of up to 12 children or adults, parks and open space, religious institutions, safety services, schools, basic utilities, and certain telecommunication facilities.	Uses Allowed: Unchanged
Maximum Building Coverage: Maximum 35% building coverage.	Maximum Building Coverage: Unchanged

Proposal:
The applicant requests one entitlement: 1. A major subdivision, entitled The Cul-de-Sac of Cottagewood First Addition, a replat of Lots 17-18, Block 1, Cottagewood 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: Across 47th Avenue South, SR-2, Single-dwelling Residential, with residential use. • East: P/I, Public and Institutional, with a parks and open areas. • South: P/I, Public and Institutional, with a parks and open areas. • West: SR-2, Single-dwelling Residential, undeveloped.
Area Plans:
Fargo's Growth Plan 2024 was adopted on August 19 th , 2024. This project and existing SR-2 zoning are consistent with the place type designation of "Suburban Neighborhood" for the subject properties.
Context:
Schools: The subject property is within the Fargo School District and is served by Kennedy Elementary, Carl Ben Eielson Middle, and Fargo South High schools. Neighborhood: The subject property is located within the Woodhaven Neighborhood. Parks: Cottagewood Park is adjacent to the subject properties and features amenities of a playground for ages 5-12, grill, picnic tables, a shelter, and recreational trails.

Pedestrian / Bicycle: There is a shared use path within Cottagewood Park, adjacent to the subject properties. Additionally, there are shared use paths along the south property lines of the Microsoft campus, the north side of 38th Street South, and the west side of 42nd Street South. These paths are all located within a quarter of a mile from the subject properties.

Transit: MATBUS Route 18 runs along 51st Avenue South, 42nd Street South and 44th Avenue South. Several bus stops are located within a quarter of a mile from the subject properties.

Staff Analysis:

Major Subdivision

The major subdivision plat proposal is for a two lot, one block subdivision entitled The Cul-de-Sac of Cottagewood First Addition. This plat will dedicate the existing cul-de-sac as public right-of-way at the City's request. The overall lot sizes will be reduced with the ROW dedication, however, the buildable area for the subject properties will remain unchanged.

Easements

There is an existing "Access, Right-of-Way, and Utility Easement" which is being vacated with this plat. The dedicated ROW will cover the existing cul-de-sac which is within the scope of work for an asphalt wear course project from the City's Engineering Department. A new 10' wide utility easement will follow the proposed north property lines along the proposed ROW.

Major Subdivision

The LDC stipulates that the following criteria are met before a major plat can be approved

- 1. 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 existing zoning designation for the development on the subject property is SR-2, Single-dwelling Residential, and will remain. This zone will accommodate future residential development which is consistent with the recently adopted 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 two inquiries about the project.

(Criteria Satisfied)

- 2. 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 existing zoning designation of SR-2, Single-dwelling Residential, will remain and is consistent with the adopted Fargo Growth Plan 2024. 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.

(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.**

The City's standard policy is 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.

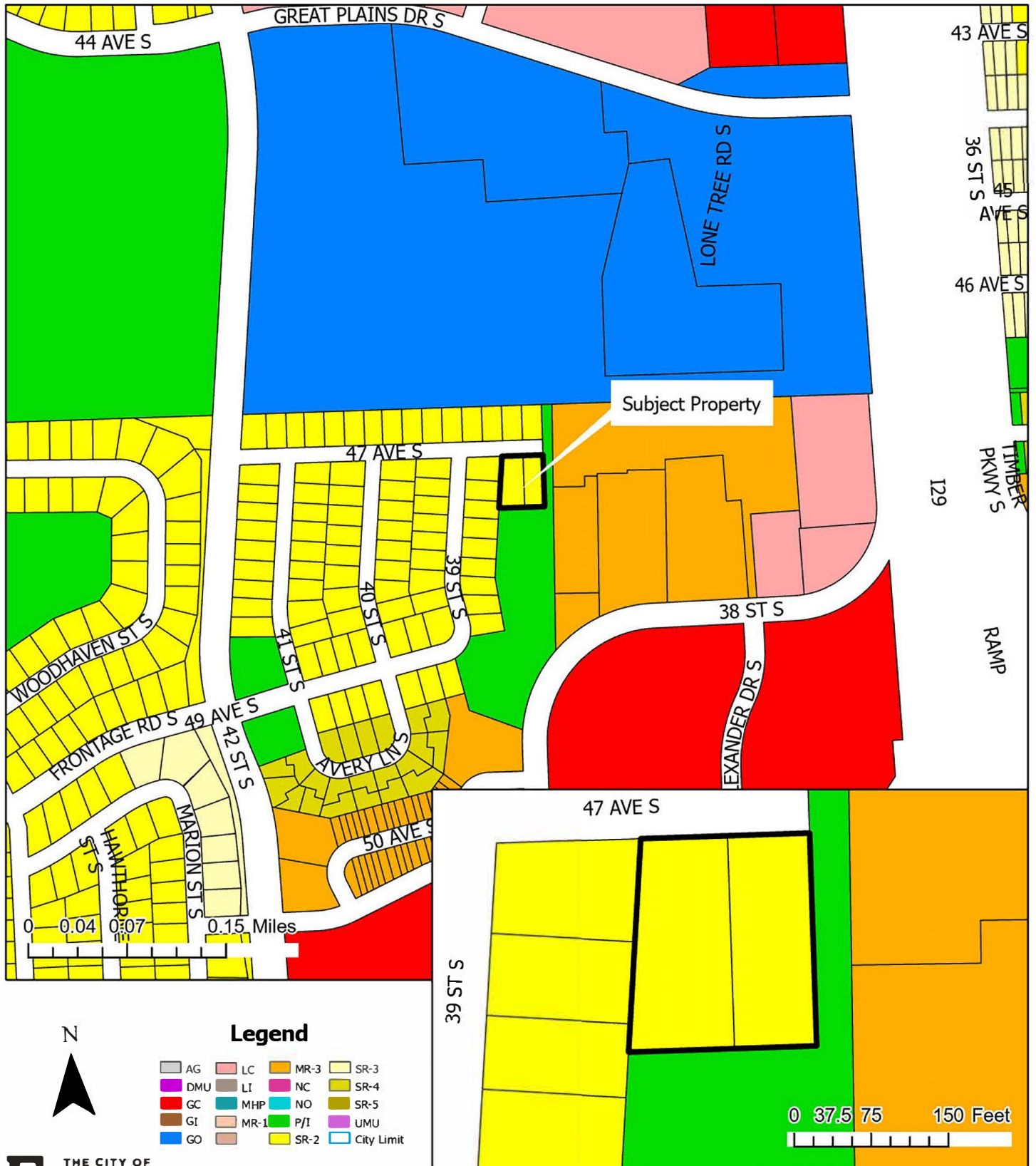
(Criteria Satisfied)

Staff Recommendation:
Suggested Motion: “To accept the findings and recommendations of the Planning Commission and staff and move to approve the proposed major subdivision plat of The Cul-de-Sac of Cottagewood First Addition , as outlined in the staff report; as the proposal complies with the Fargo Growth Plan 2024, Standards of Article 20-06, and 20-0907 of the LDC, and all other applicable requirements of the LDC.”
Planning Commission Recommendation: June 2 nd , 2026
At the June 2 nd , 2026 Planning Commission, that Commission, by a vote of 7-0 with four Commissioners absent, moved to accept the findings and recommendations of staff and recommended approval to the City Commission of the proposed plat of The Cul-de-Sac of Cottagewood First Addition, as outlined within the staff report, as the proposal complies with the Fargo Growth Plan 2024, Standards of Article 20-06, and 20-0907 of the LDC, and all other applicable requirements of the LDC.
Attachments:
1. Zoning Map 2. Location Map 3. Preliminary Plat

Major Subdivision

The Cul-de-Sac of Cottagewood First Addition

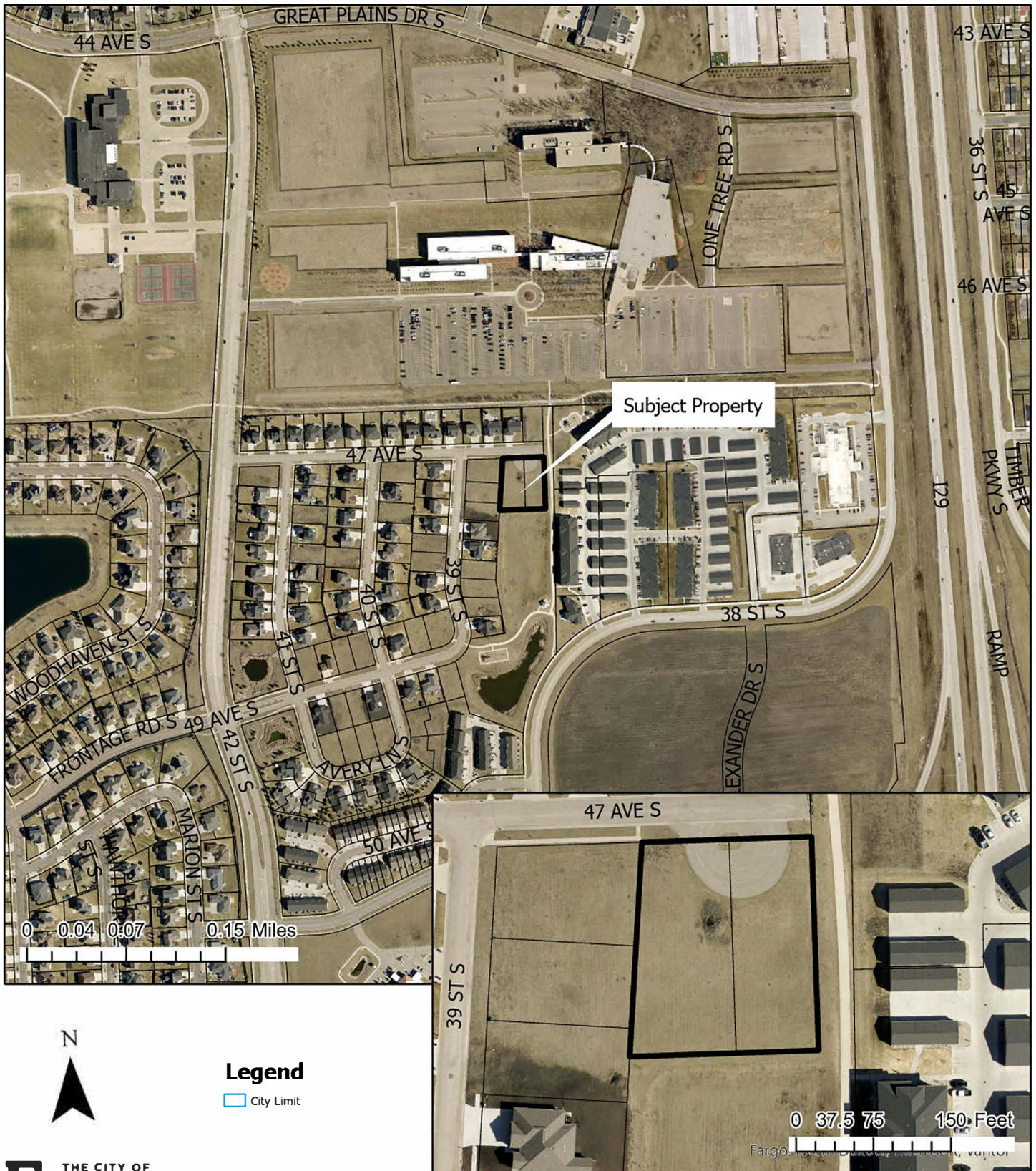
3856 & 3870 47th Avenue South



Major Subdivision

The Cul-de-Sac of Cottagewood First Addition

3856 & 3870 47th Avenue South

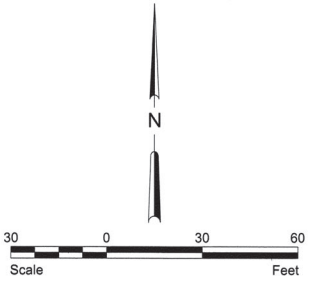
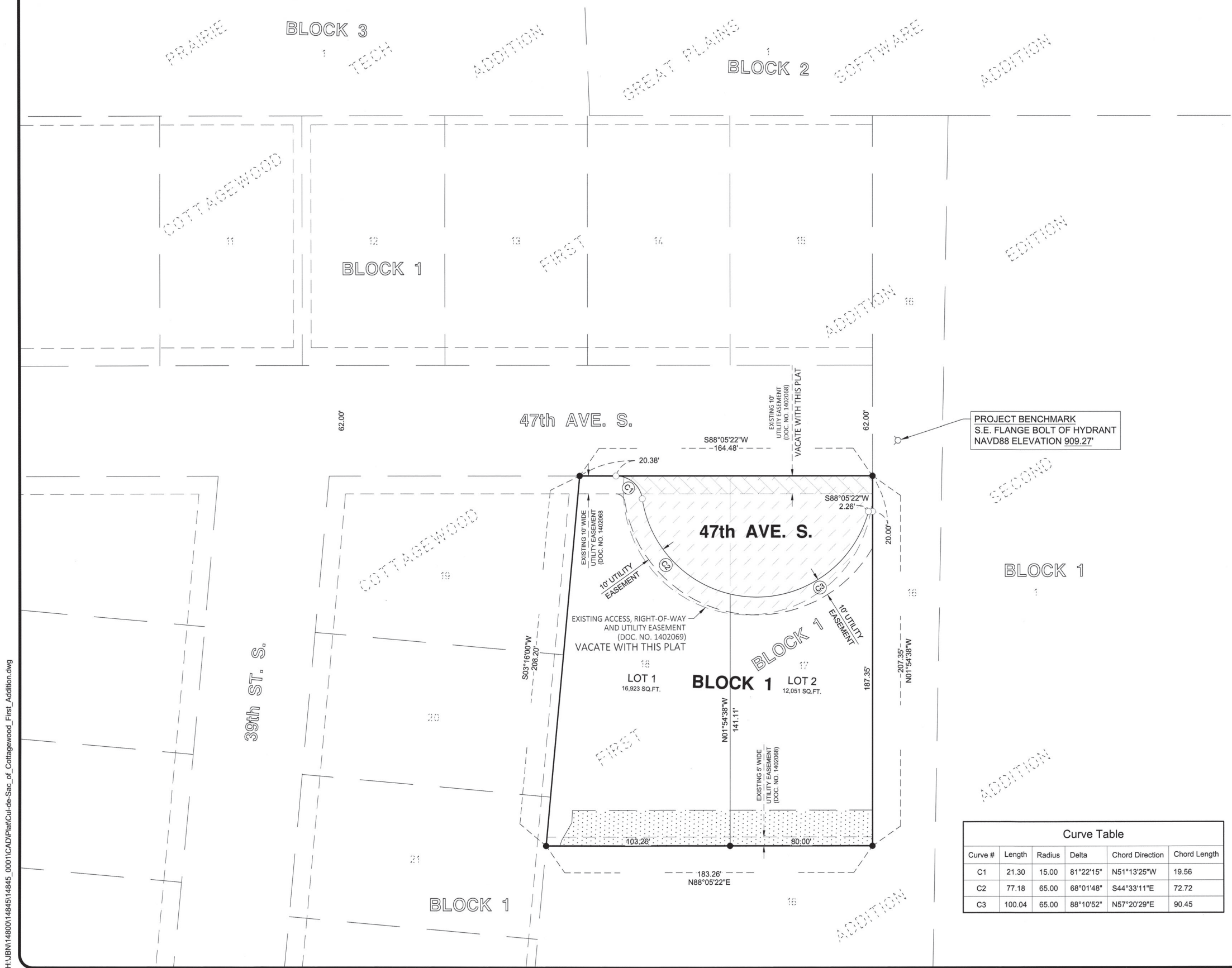


THE CUL-DE-SAC OF COTTAGEWOOD FIRST ADDITION

A MAJOR SUBDIVISION

BEING A REPLAT OF LOTS 17 AND 18, BLOCK 1,
COTTAGEWOOD FIRST ADDITION

TO THE CITY OF FARGO,
CASS COUNTY, NORTH DAKOTA



LEGEND

IRON MONUMENT FOUND	●
1/2" I.D. PIPE SET	○
MEASURED BEARING	N00°00'00"E
PLAT BEARING	(N00°00'00"E)
MEASURED DISTANCE	100.00'
PLAT DISTANCE	(100.00')
PLAT BOUNDARY	—
NEW LOT LINE	—
NEW UTILITY EASEMENT	- - -
EXISTING LOT LINE	- - -
EXISTING UTILITY EASEMENT	- - -
AREA WITHIN FEMA ZONE AE (100-YEAR FLOODPLAIN)	[Pattern]
EXISTING 10' UTILITY EASEMENT (DOC. NO. 1402068)	[Pattern]
TO BE VACATED WITH THIS PLAT	[Pattern]
EXISTING ACCESS, RIGHT-OF-WAY AND UTILITY EASEMENT (DOC. NO. 1402069)	[Pattern]
TO BE VACATED WITH THIS PLAT	[Pattern]

- NOTES:**
- BEARINGS SHOWN ARE BASED ON THE CITY OF FARGO GROUND COORDINATE SYSTEM, DECEMBER 1992.
 - A PORTION OF THIS PROPERTY IS SITUATED IN ZONE AE (100-YEAR FLOODPLAIN) AS DEPICTED ON FEMA FIRM PANEL 38017C0786G, DATED JANUARY 16, 2015.
 - BASE FLOOD ELEVATION = 905.7' (NAVD 1988)
 - AREAS WITHIN FEMA ZONE AE ARE ONLY DEPICTED WITHIN THE BOUNDARY OF THIS PLAT.
 - ELEVATION CONTOURS ARE NAVD 1988 FROM THE 2020 F-M METRO AREA LIDAR COLLECT, AND ARE ONLY SHOWN WITHIN FEMA ZONE AE WITHIN THE BOUNDARY OF THE PLAT. THERE ARE NO EVEN-FOOT CONTOURS WITHIN THE ZONE AE AREA WITHIN THE PLAT BOUNDARY. THE LIDAR DATA SHOWS THE ELEVATION OF THE ZONE AE AREA WITHIN THE PLAT BOUNDARY IS BETWEEN 906.3' AND 906.6'.

Curve Table					
Curve #	Length	Radius	Delta	Chord Direction	Chord Length
C1	21.30	15.00	81°22'15"	N51°13'25"W	19.56
C2	77.18	65.00	68°01'48"	S44°33'11"E	72.72
C3	100.04	65.00	88°10'52"	N57°20'29"E	90.45

H:\JBN\1480014845\14845_0001\CAD\Plat\Cul-de-Sac_of_Cottagewood_First_Addition.dwg

THE CUL-DE-SAC OF COTTAGEWOOD FIRST ADDITION
A MAJOR SUBDIVISION
BEING A REPLAT OF LOTS 17 AND 18, BLOCK 1,
COTTAGEWOOD FIRST ADDITION
TO THE CITY OF FARGO,
CASS COUNTY, NORTH DAKOTA

OWNER'S CERTIFICATE:

KNOW ALL PERSONS BY THESE PRESENTS: That Craig Helenske, a married person, is the owner and proprietor of the following described tract of land:

Lots 17 and 18, Block 1, Cottagewood First Addition to the City of Fargo, Cass County, North Dakota.

Said tract contains 0.828 acres, more or less.

And that said party does hereby vacate the access, right-of-way and utility easement, and also the 10-foot utility easement, as designated for vacation on this plat, and has caused the same to be surveyed and platted as THE CUL-DE-SAC OF COTTAGEWOOD FIRST ADDITION to the City of Fargo, Cass County, North Dakota, and does hereby dedicate to the public, for public use, the avenue and utility easement shown on this plat.

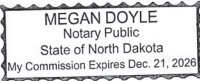
OWNER:

Craig Helenske

State of North Dakota)
County of Cass) ss

On this 3rd day of June, 2026 before me, a notary public within and for said county and state, personally appeared Craig Helenske, a married person, known to me to be the person described in and who executed the foregoing instrument and acknowledged that he executed the same.

Notary public: [Signature]



SURVEYOR'S CERTIFICATE AND ACKNOWLEDGEMENT:

I, Curtis A. Skarphol, Professional Land Surveyor under the laws of the State of North Dakota, do hereby certify that this plat is a true and correct representation of the survey of said subdivision; that the monuments for the guidance of future surveys have been located or placed in the ground as shown.

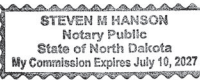
Dated this 2nd day of JUNE, 2026.

[Signature]
Curtis A. Skarphol, Professional Land Surveyor No. 4723

State of North Dakota)
County of Cass) ss

On this 2nd day of JUNE, 2026 before me personally appeared Curtis A. Skarphol, 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 as his free act and deed.

Notary Public: [Signature]



CITY ENGINEER'S APPROVAL:

Approved by the Fargo City Engineer this _____ day of _____, 20_____.

Tom Knakmuhs, PE, City Engineer

State of North Dakota)
County of Cass) ss

On this _____ day of _____, 20_____ before me personally appeared Tom Knakmuhs, PE, Fargo 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 his free act and deed.

Notary Public: _____

FARGO PLANNING COMMISSION APPROVAL:

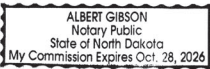
Approved by the City of Fargo Planning Commission this 2nd day of June, 2026.

[Signature]
Maranda R. Tasa, Chair
Fargo Planning Commission

State of North Dakota)
County of Cass) ss

On this 2nd day of June, 2026, before me personally appeared Maranda R. Tasa, Chair, Fargo Planning Commission, 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: [Signature]



FARGO CITY COMMISSION APPROVAL:

Approved by the Board of City Commissioners and ordered filed this _____ day of _____, 20_____.

Timothy J. Mahoney, Mayor

ATTEST: [Signature]
Angie Bear, Deputy Auditor on behalf of City Auditor

State of North Dakota)
County of Cass) ss

On this _____ day of _____, 20_____, before me, a notary public within and for said county and state, personally appeared Timothy J. Mahoney, Mayor, and Angie Bear, Deputy Auditor, 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: _____



CITY ATTORNEY
Ian R. McLean

**OFFICE OF THE
CITY ATTORNEY**

SERKLAND LAW FIRM

10 Roberts Street North

Fargo, ND 58102

Phone: 701.232.8957 | Fax: 701.237.4049

ASSISTANT CITY ATTORNEYS

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

July 2, 2026

Fargo City Commission
225 Fourth Street North
Fargo, ND 58102

Re: Extension of Infrastructure Sales Tax Through December 31, 2048.

Dear Commissioners:

On June 9, 2026, the residents of Fargo approved, by a vote of 72.9%, an amendment to the Fargo Home Rule Charter extending the existing one percent (1%) sales, use, and gross receipts tax for infrastructure capital improvements through December 31, 2048, and authorizing the Board of City Commissioners to implement the extension by ordinance.

Because home rule powers must be implemented by ordinance to become effective, enclosed is an Ordinance Amending Section 3-2011 of the Fargo Home Rule Charter to extend the infrastructure sales, use, and gross receipts tax through December 31, 2048. The ordinance implements the will of the voters and extends the tax for an additional twenty (20) years beyond its current expiration date of December 31, 2028.

SUGGESTED MOTION:

I move to receive and file the enclosed ordinance and to place the ordinance on the agenda of the next regular meeting of the City Commission for first reading.

Sincerely,

Ian R. McLean
City Attorney

AN ORDINANCE AMENDING SECTION 3-2011 OF ARTICLE 3-20
OF CHAPTER 3 OF THE FARGO MUNICIPAL CODE
RELATING TO A SALES AND USE TAX FOR INFRASTRUCTURE CAPITAL
IMPROVEMENTS

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, on June 9, 2026, the qualified electors of the City of Fargo approved, by a vote of more than sixty percent (60%), an amendment to the Fargo Home Rule Charter extending the existing one percent (1%) sales, use, and gross receipts tax for infrastructure capital improvements through December 31, 2048, and authorizing the Board of City Commissioners to implement such extension by ordinance;

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

NOW, THEREFORE, Be it Ordained by the Board of City Commissioners of the City of Fargo:

Section 1. Amendment. Section 3-2011 of Article 3-20 of Chapter 3 of the Fargo Municipal Code, is hereby amended as follows:

3-2011. Term. The tax imposed by this article shall be in full force and effect from January 1, 2009 through December 31, 20248.

Section 2. Effective Date.

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

(SEAL)

Joshua A. Boschée, Mayor

Attest:

Angie Bear, Deputy City Auditor on
behalf of Susan Thompson, City Auditor

First Reading:
Second Reading:
Final Passage:

MEMORANDUM

TO: BOARD OF CITY COMMISSIONERS

FROM: MAYOR JOSH BOSCHÉE



DATE: JULY 6, 2026

SUBJECT: COMMISSION LIAISON ASSIGNMENTS

After careful consideration, I am recommending the Commission Liaison assignments outlined in the attachment.

Your favorable consideration of this recommendation will be greatly appreciated.

RECOMMENDED MOTION: To approve the Commission Liaison assignments as recommended by Mayor Boschée and attached hereto.

MEMORANDUM

TO: BOARD OF CITY COMMISSIONERS
FROM: MAYOR JOSH BOSCHEE 
DATE: JULY 6, 2026
SUBJECT: APPOINTMENT OF DEPUTY MAYOR

I am recommending that Commissioner John Strand be appointed Deputy Mayor. Your favorable consideration of this request is greatly appreciated.

RECOMMENDED MOTION: To appoint Commissioner John Strand as Deputy Mayor.



MEMORANDUM

TO: BOARD OF CITY COMMISSIONERS
FROM: MAYOR JOSH BOSCHEE 
DATE: JULY 6, 2026
SUBJECT: APPOINTMENT TO THE BOARD OF ADJUSTMENT

The term of Marcia Pulczinski on the Board of Adjustment expired on June 30, 2026.

Ms. Pulczinski is willing to continue her service on the Board and I am, therefore, recommending her reappointment.

Your favorable consideration of this recommendation will be greatly appreciated.

RECOMMENDED MOTION: Approve the reappointment of Marcia Pulczinski to the Board of Adjustment for a three-year term ending June 30, 2029.

mmappt26boardjust



MEMORANDUM

TO: BOARD OF CITY COMMISSIONERS

FROM: MAYOR JOSH BOSCHEE 

DATE: JULY 6, 2026

SUBJECT: APPOINTMENT TO THE LIBRARY BOARD

The term of Kristen Schipper expired on June 30, 2026. State Law limits Library Board members to two, three-year terms and Ms. Schipper has served two terms.

Kylie Sollie has submitted an application indicating interest in serving on the Board and I am therefore recommending her appointment. I have attached her web application for your information.

Your favorable consideration of this recommendation will be greatly appreciated.

RECOMMENDED MOTION: To approve the appointment of Kylie Sollie to the Library Board for a three-year term ending June 30, 2029.

mmapt26lib

Kember Anderson

From: noreply@fargond.gov
Sent: Wednesday, April 1, 2026 12:18 PM
To: Commissions Applications
Subject: New Form Submission: Getting involved in government

Name:

[Kylie Sollie]

Mailing Address:

[REDACTED]

City:

[Fargo]

State:

[North Dakota]

Zip:

[58104]

Work Phone:

[BLANK]

Home Phone:

[REDACTED]

E-mail:

[REDACTED]

For which boards or commissions would you like to be considered?

[Board of Appeals, FARGODOME Authority, Library Board]

Briefly state why you would like to be on this panel:

[I bring a unique perspective and skillset as an attorney in the Fargo area, and would like to be a positive influence on one of these panels. I have interest in the Board of Appeals given my experience as an attorney, and for upholding fair practices in the community. I have an interest in the Library Board because I feel strongly that libraries are critical to the health of a community by uniting people with events and ideas, as well as educating and inspiring youth to read and explore the world of books. I am interested in the FARGODOME authority because it also is an essential part of the community and economic prosperity of Fargo. The FARGODOME brings people together and builds community in a multitude of ways.]

How many hours per month could you volunteer as a panel member?

[1-10]

Please list any past experience you have with city government here or in other cities:

[I do not have experience with city government other than working with governmental entities in my field of work.]

Please describe any professional experience you have related to the responsibilities of the panel you are interested in:

[As an attorney, I bring the skillset of critically analyzing information, assisting and making well-informed decisions, researching, unbiased in reviewing facts and materials, advocating for specific positions, and working collaboratively with others for a common goal.]

We will retain your application for three years and consider you for the board you have indicated interest in when a vacancy arises.

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