

Fargo City Commission Agenda

Monday, July 20, 2026

4:30 PM

Commission Chambers

Executive Session at 4:30 p.m.

Roll Call.

PLEASE NOTE: The Board of City Commissioners will convene in the City Commission Chambers at 4:30 p.m. and retire into Executive Session in the Red River Room for the purpose of receiving its attorney's advice and guidance on the legal risks, strengths and weaknesses of an action of the City regarding civil litigation with Curtis H. Kesselring and Deborah J. Kesselring, as Trustees of the Kesselring Joint Trust UA dated January 1, 2027, and to discuss negotiating strategy or provide negotiating instructions to its attorney or other negotiator regarding the litigation which to discuss these matters in an open meeting will have a negative fiscal effect on the bargaining position of the City. Thus, an Executive Session for this matter is authorized pursuant to North Dakota Century Code 44-04-19.1 subsections 2, 5 and 9 and North Dakota Century Code § 44-04-19.2, subsection 1.

Regular Meeting at 5:00 p.m.

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

- A. Pledge of Allegiance.
- B. Roll Call.
- C. Approve Order of Agenda.
- D. Minutes (Regular Meeting, July 6, 2026 and Special Meeting, July 8, 2026).

CONSENT AGENDA – APPROVE THE FOLLOWING:

- 1. Government Relations and Legislative Advocacy Request for Qualifications (RFQ).
- 2. Appointment of Lake Agassiz Water Authority Board Member for the City of Fargo.
- 3. 1st reading of 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.
- 4. Receive and file an Ordinance Repealing Article 15-02 of Chapter 15 of the Fargo Municipal Code relating to the Human Rights Commission.
- 5. Applications for Games of Chance.
- 6. Change Order No. 1 to authorize use of Automated Machine Guidance for Improvement District No. BR-26-I1.
- 7. Negative Final Balancing Change Order No. 2 in the amount of -\$58,044.85 for Improvement District No. BR-25-H1.

8. Negative Final Balancing Change Order No. 1 in the amount of -\$14,475.58 for Improvement District No. BR-25-C1.
9. Final Balancing Change Order No. 5 in the amount of \$10,142.27 for Improvement District No. BN-24-B1.
10. Amendment No. 2 in the amount of \$79,624.00 for Improvement District No. BR-23-A2.
11. Bid award to Master Holdings, LLC in the amount of \$523,763.75 for Improvement District No. BN-26-B1.
12. Bid award to Insituform Technologies USA, LLC in the amount of \$1,027,128.96 for Improvement District No. UR-26-G1.
13. Final Balancing Change Order No. 7 in the amount of \$8,365.60 for Project No. TN-24-A1.
14. Final Balancing Change Order No. 2 in the amount of \$0.00 for Project No. TR-25-E1.
15. Amendment to extend cleaning contract at the Police Department Headquarters for two years (RFP23013).
16. Items from FAHR meeting:
 - a. Authorize Transit Department to offer vehicle on Govdeals auction services with the proceeds going back into the Transit Capital account.
 - b. Approve grant award from ND Department of Health and Human Services No. G25.727 CFDA 93.898 Partial in the amount of \$102,915.00.
 - c. Approve grant award from ND Department of Health and Human Services No. G25.674 in the amount of \$2,000.00 and related budget adjustment.
17. Notice of Grant Award with ND Department of Health and Human Services for LPHU Tobacco Prevention and Control Program.
18. Direct the City Attorney's office to review the Tattoos, Body Art and Body Piercing Ordinance, Article 25-33.
19. Direct the City Attorney's office to review the Lodging Ordinance, Article 13-14.
20. Direct the City Attorney's office to review the Recreational Aquatic Facilities Ordinance, Article 13-10.
21. Bid award to Pioneer LLC in the amount of \$47,200.00 for the demolition of property located at 115 6th Avenue North (RFP26210).
22. Bid award to J-Tech Mechanical in the amount of \$157,500.00 for the Metro Transit Garage Boiler Replacement Project (RFP26183).
23. Bid award to Seon Design Inc. d/b/a Safe Fleet for Bus Video Surveillance Systems (RFP26200).
24. Assistance to homeowners with lead service lines during emergency sewer line replacements.
25. Contract and bond for Project WA2508.
26. Bills.

REGULAR AGENDA:

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

27. PUBLIC HEARING - Application for a Class "GH" Alcoholic Beverage License for Divine Taste of Africa Cuisine Catering Services LLC d/b/a Divine Taste of Africa to be located at 855 45th Street South, Suite A1; continued from the 6/22/26 Regular Meeting.
28. PUBLIC HEARING - Application for a Class "FA" Alcoholic Beverage License for La Terraza LLC d/b/a La Terraza Mexican Bar & Grill to be located at 5570 32nd Avenue South; continued from the 6/22/26 Regular Meeting.
29. PUBLIC HEARING - Application to transfer the Class "AB" Alcoholic Beverage License from Litton Enterprise LLC d/b/a Duffy's Tavern to Duffy's Tavern LLC d/b/a Duffy's Tavern located at 16 12th Street South.
30. PUBLIC HEARING - Selkirk Place Sixth Addition (6655 Selkirk Drive South); approval recommended by the Planning Commission on 6/2/26:
 - a. Zoning Change from SR-5, Single-Dwelling Residential to SR-2, Single-Dwelling Residential.
 - b. Plat of Selkirk Place Sixth Addition.
- 30c. An Ordinance Rezoning Certain Parcels of Land Lying in Selkirk Place Sixth Addition to the City of Fargo, Cass County, North Dakota.
31. PUBLIC HEARING - Fargo's HUD Consolidated Annual Performance and Evaluation Report (CAPER) for Community Development BLOCK Grant (CDBG) and HOME Investment Partnerships (HOME) programs.
32. PUBLIC HEARING - Renaissance Zone Rehabilitation Project for EWR Fargo Dakota Center, LLC (Edgewood Properties LLLP) (377-F) located at 51 Broadway North.
33. PUBLIC HEARING - Renaissance Zone application for a rehabilitation project from JS2L Partners, LLP (378-F) located at 120 8th Street South.
34. Request for a new Alcoholic Beverage License Classification.
35. Petition for waiver of requirement to install a public sidewalk in the Thunder Road South right-of-way along Lot 1, Block 1, Sanders Addition; Lot 1, Block 1, Adams Ninth Addition; all of Lots 1, 2, 5 and portions of Lots 3 and 4, Block 1, Adams Fifth Addition (2884, 2890, 2902, 3001, 3005, 3031, 3060, 3064, 3068 and 3075 Thunder Road South); denial recommended by the Planning Commission on 7/7/26.
36. Hearing on an appeal regarding Vehicle Removal Notice/Administrative Notice and Order to Correct at 379 7th Avenue South.
37. Bid award and contract for fence installation around east lot of Fargo Police Department Headquarters (PBC26237); continued from the 7/6/26 Regular Meeting.
38. Presentation on City staff roles related to future incentive processes/procedures.
39. Construction update.
40. Liaison Commissioner Assignment Updates.

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

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

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



July 20, 2026

To: Board of City Commissioners
Fr: Michael Redlinger, City Administrator
Re: Approve 2026 Government Relations & Legislative Advocacy Request for Qualifications (RFQ)

In preparation for the 70th Legislative Assembly that will commence on January 5, 2027, the City Commission is requested to consider and approve a Request for Qualifications (RFQ) for Government Relations & Legislative Advocacy services. The City previously conducted competitive RFP and RFQ processes in 2018 and 2022, respectively, and will issue an RFQ at this time to support the City of Fargo's legislative interests in the 2027 Legislative Session.

The City of Fargo utilizes a professional service provider based in Bismarck to support the City's legislative and policy agenda. The City's approach pairs knowledgeable consultants working at the State Capitol with the expertise, strategy, and policy guidance of the City's elected officials and professional staff. This cost-effective partnership provides the City with a consistent presence in Bismarck that is directed by, and accountable to, the City Commission.

The proposed RFQ contains a statement of purpose, background information on the City of Fargo, and the City's desired scope of services to prospective respondents. Proposal responses will be due on August 14, 2026, and a screening/interview process will be utilized to determine the most responsive and responsible firm or individual(s) to serve the City's proposed scope of service. Following the screening and interview process, the City Commission will consider and approve a professional services agreement with the selected firm/individual(s) for the 2027 Legislative Session.

Recommended Action: Approve the Government Relations & Legislative Advocacy Request for Qualifications (RFQ) and direct City staff to advertise and distribute the RFQ per the schedule contained within.

Attachment: Government Relations & Legislative Advocacy Request for Qualifications (RFQ)



Request for Qualifications (RFQ)

Professional Consultant Services for:
Government Relations & Legislative Advocacy

Proposals Due: August 14, 2026 by 4:30 p.m.

To the attention of:

Michael Redlinger
City Administrator
City Administrator's Office
225 4th St. N.
Fargo, ND 58102

Email: MRedlinger@FargoND.gov

INTRODUCTION & STATEMENT OF PURPOSE:

The City of Fargo, North Dakota (City) is issuing a Request for Qualification (RFQ) from qualified firms or individuals to provide government relations and legislative advocacy services for the City during the 70th North Dakota Legislative Assembly at the State Capitol in Bismarck, ND. The selected firm or individuals will be expected to provide a wide range of professional services and will work closely with the City Commission, City Administrator, and City staff on all legislative matters.

BACKGROUND INFORMATION:

The Fargo City Administrator coordinates the City's legislative program on behalf of the City Commission and the organization. The Board of City Commissioners identifies, considers, and approves legislative and policy positions that are consistent with advancing the City's legislative agenda. The City's government relations contractor(s) work in collaboration with the City Commission, City Administrator, and City staff to prepare legislative advocacy materials (e.g. written testimony and exhibits); coordinate with other cities and the North Dakota League of Cities (NDLC); and communicate regular, timely updates to the City Commission and City staff throughout the Legislative Session.

Interested firms or individuals should prepare and submit a proposal consistent with the instructions contained in this RFQ. The City of Fargo reserves the right to select one, more than one, or none of the proposals submitted to the City for consideration.

SCOPE OF SERVICES:

The scope of work presented below is representative, although not exhaustive, of tasks assigned by the City to the government relations and legislative advocacy contractor(s). These tasks include:

- Initiate, organize, and conduct internal planning/coordination sessions with the City Commission and City staff on legislative matters of significance to Fargo. The service provider(s) shall develop a comprehensive understanding of the City's legislative initiatives and history on specific issues.
- Assist the City's elected officials and staff to prioritize current legislative interests. Provide strategy, guidance, and background information to focus the City's legislative interests to ensure success.
- Assess the capacity of the City's elected officials and staff to assist with direct government relations activities. Advise the client when supplementary professional services may add value or assist in advancing the City's interests. Include City Commissioners in legislative appearances and testimony opportunities, as well as written communications when deemed appropriate.
- Prepare legislation and testify at the direction of the City Administrator at hearings, meetings, and in informal interactions with legislators. Communications will be consistent with the City's legislative program, and information gathered from these interactions will be provided to City leadership.

- Draft letters or written communications (e.g. position statements) as recommended by the provider(s) and approved by the City Administrator.
- Identify and recommend affirmative legislative opportunities that may benefit the City that arise during the Legislative Session.
- Annually prepare a written summary of accomplishments to the City Commission; forecasting potential legislative or agency issues the City should monitor in the future.

THE PROPOSAL:

- A. Responses must provide complete information as outlined in the RFQ. An electronic or mailed copy of the proposal shall be submitted by **4:30 p.m. on August 14, 2026**. The proposal shall be marked: "City of Fargo Government Relations & Legislative Advocacy RFQ" and be sent to one of the following:

U.S. Mail: Michael Redlinger
City Administrator
City Administrator's Office
City of Fargo
225 4th St. N.
Fargo, ND 58102

Email: MRedlinger@FargoND.gov

- B. The City will not reimburse any expenses incurred by the firm or individual submitting responses, including but not limited to expenses associated with the preparation and submission of the response and attendance at interviews.
- C. The City reserves the right to accept one, accept more than one, or reject any and all proposals; to request additional information from any or all Proposers; and to suggest modifications to the terms and conditions offered by a Proposer.

Proposal Content

Proposals must contain the following elements:

- A. **Title Page** which contains the name of the proposing firm/individual, its address, telephone number, name of the contact person, and the date of submittal.
- B. **Firm/Individual Profile** that contains the firm or individual's organizational history and credentials, including:
 - Who will be assigned to the project and a description of their responsibilities.
 - The size of firm and its capacity/availability to perform work on behalf of the City.
 - The experience of the firm or individual in providing previous government relations and legislative advocacy services for a local unit of government or municipality.
- C. **A Comprehensive Response to the City's Requested Scope of Services**, including:
 - A clear understanding of the requested services.
 - An overview of the firm or individual's approach to meeting the goals, performance expectations, and desired policy outcomes of the City.
 - The process utilized to understand proposed legislation; potential impact or benefit to the City; and strategies to position the City for success.
 - How the firm or individual will communicate with City leadership at the various stages of the legislative process, including:
 - Urgent matters during the Legislative Session that require immediate attention of the City;
 - Routine matters and coordination during the Legislative Session; and
 - The requested "end of Legislative Session" written report to the City Commission.
- D. **Rates, Fees and Charges**

Proposals must provide a complete description of the rate, fee, and charge structure proposed for the services. Proposers should also indicate whether, and to what extent, they are willing to consider the use of a retainer. Such retainer would be a fixed annual fee covering all services rendered.
- E. **Conflict Check**
 - Indicate whether Proposer (firm or individual) represents or has represented any government relations client whose representation may conflict with the Proposer's ability to provide effective government relations and legislative advocacy services to the City.

- Does the Proposer currently represent any other local units of government having jurisdiction contiguous to the City of Fargo?
- What procedures does your firm utilize to identify and resolve conflicts of interest?

EVALUATION AND SELECTION PROCESS:

The City Administrator will review all submitted proposals pursuant to the RFQ and may choose to conduct in-person or telephone interviews. After this initial screening process, the City Administrator will make a recommendation (or recommendations) to the Fargo City Commission. At its discretion, the City Commission may or may not conduct additional interviews with respondents.

At the conclusion of the selection process, the City intends to enter into a professional services agreement with the selected firm or individual(s). Based upon a review of the proposals and such other evaluation as may be necessary, the City Administrator will request that the City Commission approve the appointment of the firm/individual(s) determined to be the most responsive and responsible. Approval of the recommendation and authorization of the professional services agreement is at the sole discretion of the City Commission.

SCHEDULE:

City Commission Approval of RFQ	July 20, 2026
Distribute/Advertise RFQ	July 21 – August 14, 2026
RFQ Due Date	DUE August 14, 2026 by 4:30 p.m.*
Interviews <i>(to be scheduled)</i>	August 20 – 21, 2026
City Commission Appointment & Approval of Professional Service Agreement(s)	August 31, 2026

**Proposals received after August 14, 2026 at 4:30 p.m. will be considered non-responsive and rejected.*

MEMORANDUM

TO: BOARD OF CITY COMMISSIONERS
FROM: MAYOR JOSH BOSCHEE 
DATE: JULY 20, 2026
SUBJECT: APPOINTMENT OF LAKE AGASSIZ WATER AUTHORITY BOARD MEMBER FOR THE CITY OF FARGO

The Lake Agassiz Water Authority (LAWA) represents stakeholder communities and water systems that will receive future water supply from the Red River Valley Water Supply Project. The LAWA member entities, including Fargo, are working collaboratively to ensure this reliable source of water is provided to LAWA stakeholders to improve drought resiliency. The City of Fargo is provided a seat on the LAWA Board of Directors. Former Mayor Dr. Tim Mahoney currently serves as the Chairman of the LAWA Board, and I have asked Dr. Mahoney to continue in this role, which he has agreed to do representing Fargo. This appointment will provide leadership continuity for the project and its stakeholders.

The LAWA Board of Directors includes the following representatives:

Dr. Tim Mahoney, City of Fargo (Chairman)
Brandon Bochenski, City of Grand Forks (Vice Chairman)
Tom Erdmann, City of Carrington
Tim Meyer, City of Lisbon
Dave Carlsrud, City of Valley City
Bernie Dardis, City of West Fargo
Alan Idso, Cass Rural Water Users District
Travis L. Schmidt, Moorhead Public Service
Rick Bigwood, Northeast Regional Water District
Jeff Breker, Southeast Water Users District
Keith Nilson, Walsh Rural Water District
Jim Schmaltz, East Central Regional Water District
Ann Broussard, McLean-Sheridan Rural Water District
Duane DeKrey, Garrison Diversion (Secretary/Treasurer)

Associate Members:

Brent Lambrecht, City of Wahpeton
Carol Siegert, City of Hunter
Jim Moe, City of Devils Lake.

RECOMMENDED MOTION: Appoint Dr. Tim Mahoney to the Lake Agassiz Water Authority Board of Directors representing the City of Fargo effective July 20, 2026.



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)

Attest:

Angie Bear, Deputy City Auditor on
behalf of Susan Thompson, City Auditor

Joshua A. Boschée, Mayor

First Reading:
Second Reading:
Final Passage:

July 16, 2026

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

RE: Repealing Article 15-02 – Human Rights Commission

Dear Mayor and Commissioners,

Enclosed for your review and consideration is an ordinance repealing Article 15-02 of the Fargo Municipal Code relating to the Human Rights Commission (“HRC”). This ordinance is presented pursuant to the City Commission's motion at its June 22, 2026, meeting directing the City Attorney's Office to prepare the necessary ordinance repealing the provisions of the Fargo Municipal Code to conclude the HRC. Accordingly, the enclosed ordinance repeals Article 15-02 in its entirety.

As way of background, at its January 5, 2026, meeting, the City Commission directed the HRC, Native American Commission, and Arts and Culture Commission to evaluate their respective roles and report back with recommendations regarding their future. At the HRC's request, the City Commission granted a 60-day extension on March 2, 2026, to allow additional working sessions for the HRC to complete its evaluation.

On April 16, 2026, the HRC voted to recommend to the City Commission that the HRC remain in its current form and to pause meetings until after the June 9, 2026, election. Following the election, the City Commission revisited the matter at its June 22, 2026, meeting. At that meeting, Commissioner and HRC Liaison John Strand moved to conclude the Human Rights Commission and directed the City Attorney's Office to prepare the necessary ordinance repealing the provisions of the Fargo Municipal Code establishing the HRC. The motion passed.

Suggested Motion: I move to receive and file the enclosed ordinance repealing Article 15-02 of Chapter 15 of the Fargo Municipal Code relating to the Human Rights Commission and to place the ordinance on for first reading at the next regularly scheduled city commission meeting.

Sincerely,



Alissa R. Farol Czapiewski
Assistant City Attorney

Enclosure

cc: Brenda Derrig, Assistant City Administrator

OFFICE OF THE CITY ATTORNEY
FARGO, NORTH DAKOTA

ORDINANCE NO. _____

1 AN ORDINANCE REPEALING ARTICLE 15-02 OF CHAPTER 15
2 OF THE FARGO MUNICIPAL CODE
3 RELATING TO THE HUMAN RIGHTS COMMISSION

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

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

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

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

12 NOW. THEREFORE,

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

14 Section 1. Amendment.

15 Article 15-02 of Chapter 15 of the Fargo Municipal Code is hereby repealed in its
16 entirety.

OFFICE OF THE CITY ATTORNEY
FARGO, NORTH DAKOTA

ORDINANCE NO. _____

Section 2. Effective Date.

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

Joshua A. Boschee, Mayor

Attest:

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

First Reading:
Second Reading:
Final Passage:



MEMORANDUM

TO: BOARD OF CITY COMMISSIONERS

FROM: AUDITOR'S OFFICE

DATE: JULY 20, 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 (9-2023)

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

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

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

ORGANIZATION INFO

Name of Organization or Group: El Zagal Shrine Temple
Date of Activity (Does not include dates for the sales of tickets): June 2027

Organization or Group Contact Person: Bruce Ridgway
E-mail:
Telephone Number:
Business Address: 1429 3rd St N
City: Fargo
State: ND
ZIP Code: 58102
Mailing Address (if different):
City:
State: ND
ZIP Code: 58102

SITE INFO

Site Name: El Zagal Shrine Temple
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.)
\$25/day, \$300 - 3rd Tuesday of the Month, \$100 each Sunday

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

Game Type	Description of Prize	Exact Retail Value of Prize
Calendar Raffle	\$25/day	4562.50
	\$100/Sunday	2100.00
	\$300/3rd Tuesday	1800.00
Total (limit \$40,000 per year)		\$8962.50

ADDITIONAL REQUIRED INFORMATION

Intended Uses of Gaming Proceeds: temple Auctions & admin of transportation funds

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 \$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: El Zagal Shrine Temple
Telephone Number: 701-429-0547
E-mail Address: bruce@ridgwaylaw.com
Signature of Organization Group's Permit Organizer: [Signature]
Title: President
Date: 7/9/26



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

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 El Zagal Shrine Temple		Date of Activity (Does not include dates for the sales of tickets) June 2027	
Organization or Group Contact Person Bruce Ridgway		E-mail	
Business Address 1429 3rd St N		City Fargo	State ND
Mailing Address (if different)		City	State ND
			ZIP Code 58102

SITE INFO

Site Name El Zagal Shrine Temple		County Cass	
Site Physical Address 1429 3rd St N		City Fargo	State ND
			ZIP Code 58102
Provide the exact date(s) and frequency of each event & type (Ex. Bingo every Friday 10/1-12/31, Raffle - 10/30, 11/30, 12/31, etc.) \$25/day, \$300 - 3rd Tuesday of the Month, \$100 each Sunday			

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

Game Type	Description of Prize	Exact Retail Value of Prize
Calendar Raffle	\$25/day	4562.50
	\$100/Sunday	2100.00
	\$300/3rd Tuesday	1800.00
Total (limit \$40,000 per year)		\$ 8962.50

ADDITIONAL REQUIRED INFORMATION

Intended Uses of Gaming Proceeds temple Auctions & admin of transportation funds	
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 \$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 El Zagal Shrine Temple	Telephone Number 701-421-0547	E-mail Address bruce.ridgway@temple.com
Signature of Organization Group's Permit Organizer Bruce Ridgway	Title President	Date 7/9/26



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

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 El Zagal Shrine Temple		Date of Activity (Does not include dates for the sales of tickets) June 2027	
Organization or Group Contact Person Bruce Ridgway		E-mail	
Business Address 1429 3rd St N		City Fargo	State ND
Mailing Address (if different)		City	State ND
			ZIP Code 58102

SITE INFO

Site Name El Zagal Shrine Temple		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.) \$25/day, \$300 - 3rd Tuesday of the Month, \$100 each Sunday			

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

Game Type	Description of Prize	Exact Retail Value of Prize
Calendar Raffle	\$25/day	4562.50
	\$100/Sunday	2100.00
	\$300/3rd Tuesday	1800.00
Total (limit \$40,000 per year)		\$ 8962.50

ADDITIONAL REQUIRED INFORMATION

Intended Uses of Gaming Proceeds temple Auctions & admin of transportation funds	
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 \$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 El Zagal Shrine Temple	Telephone Number 701-421-0547	E-mail Address bruce@ridgwaylaw.com
Signature of Organization Group's Permit Organizer Bruce Ridgway	Title Attorney	Date 7/9/26

REPORT OF ACTION

PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

Improvement District No. BR-26-I1

Type: Change Order #1

Location: 4th Ave N, 29th St N – Cass County Drain 10

Date of Hearing: 7/13/2026

<u>Routing</u>	<u>Date</u>
City Commission	<u>7/20/2026</u>
PWPEC File	<u>X</u>
Project File	<u>Jason Leonard</u>

The Committee reviewed a communication from Division Engineer, Jason Leonard, regarding Change Order #1. This is a no cost/time added change order to authorize Northern Improvement to utilize Automated Machine Guidance (AMG) subject to conditions outlined in Change Order #1.

On a motion by Nicole Crutchfield, seconded by Susan Thompson, the Committee voted to recommend approval of Change Order #1 to Northern Improvement.

RECOMMENDED MOTION

Concur with the recommendations of PWPEC and approve Change Order #1 authorizing Northern Improvement to utilize AMG within the conditions outlined in the Change Order.

PROJECT FINANCING INFORMATION:

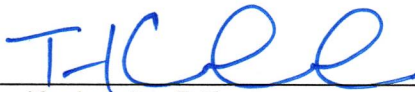
Recommended source of funding for project:	<u>Special Assessments</u>								
	<table><tbody><tr><td>Yes</td><td>No</td></tr><tr><td></td><td>N/A</td></tr><tr><td></td><td>N/A</td></tr><tr><td></td><td>N/A</td></tr></tbody></table>	Yes	No		N/A		N/A		N/A
Yes	No								
	N/A								
	N/A								
	N/A								
Developer meets City policy for payment of delinquent specials									
Agreement for payment of specials required of developer									
Letter of Credit required (per policy approved 5-28-13)									

COMMITTEE

	Present	Yes	No	Unanimous
				☒
Josh Boschee, Mayor	☒	☒	☐	
Nicole Crutchfield, Director of Planning	☒	☒	☐	
Gary Lorenz, Fire Chief	☒	☒	☐	Ryan Erickson
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: Jason Leonard, Division Engineer
Date: July 9, 2026
Re: Improvement District No. BR-26-I1 - Change Order #1 –
Approval to Utilize Automated Machine Guidance

Background:

This project is for the street reconstruction of 4th Avenue North, from Cass County Drain 10 to 29th Street North.

Northern Improvement Company is the prime contractor.

The Contractor has requested approval to utilize Automated Machine Guidance (AMG), commonly referred to as stringless paving, for slip-form concrete pavement installation. Due to the relatively straightforward nature of the project, the Engineering Department recommends approving the use of AMG on a trial basis to evaluate the technology for future consideration.

Approval is limited to this project only and does not establish precedent for future City of Fargo projects. As a condition of approval, the Contractor will be required to submit an AMG Operation Plan, assume full responsibility for the development, accuracy, and verification of the digital machine control model, and correct any deficiencies resulting from the use of AMG at no additional cost to the City. The Contractor must perform continuous quality assurance using a robotic total station, verify all project control points using conventional survey methods, and construct the pavement within the specified horizontal and vertical tolerances. This approach allows the City to evaluate the effectiveness of AMG technology while maintaining the required construction quality and protecting the City's interests.

Recommended Motion:

Approve Change Order No. 1 for Improvement District BR-26-I1, authorizing the Contractor to utilize Automated Machine Guidance (AMG), or stringless paving, for slip-form concrete pavement installation, subject to the conditions outlined in the Change Order.

JTL/klb
Attachment



CHANGE ORDER REPORT
PAVING AND UTILITY REHAB/RECONSTRUCTION
IMPROVEMENT DISTRICT NO. BR-26-I1
ON 4TH AVENUE NORTH FROM 29TH STREET TO CASS COUNTY DRAIN 10.

Change Order No	1	Change Order Date	7/9/2026
Contractor	Northern Improvement Co		

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

The Contractor has requested approval to utilize Automated Machine Guidance (AMG), commonly referred to as stringless paving, for the slip-form concrete pavement installation on 4th Avenue North. Due to the relatively straightforward nature of this project, the Engineering Department has determined that this project is an appropriate opportunity to evaluate the use of AMG technology on a trial basis.

Approval of AMG is limited to this project only and shall not be interpreted as approval for future City of Fargo projects.

As a condition of this approval, the Contractor shall comply with the following requirements:

1. Submit an AMG Operation Plan to the Engineer at least fourteen (14) calendar days prior to beginning slip-form concrete pavement operations. The plan shall include:
 - Locations where AMG will be utilized.
 - The anticipated horizontal and vertical accuracy of the system.
 - Documentation of the Contractor's previous experience using AMG, including project references.
 - The manufacturer and model of the proposed AMG equipment.
2. The Contractor shall be solely responsible for the development, accuracy, and verification of the digital machine control model. The Contractor shall confirm that the model accurately reflects the contract plans, specifications, and field conditions before beginning construction.
3. The Contractor assumes full responsibility for all errors associated with the use of AMG and shall, at no additional cost to the City, correct any deficiencies resulting from the use of the system to the satisfaction of the Engineer. Any required updates to the machine control model resulting from plan revisions shall be performed by the Contractor at the Contractor's expense.
4. During all AMG operations, the Contractor shall utilize an robotic total station and perform continuous quality assurance checks to verify alignment and elevation. The completed concrete pavement shall meet a construction tolerance of ± 0.02 feet (1/4 inch) vertically and ± 0.04 feet (1/2 inch) horizontally.
5. Upon execution of a Hold Harmless Agreement, the City will provide available two-dimensional curb alignment data in either DWG or DXF format and a network of project control points with known coordinates. The Contractor is solely responsible for converting the City's data into a format compatible with its AMG equipment. In addition, the Contractor will incorporate 50-foot vertical curves on the low and high points of the pavement

section.

6. The City's provision of digital files and control information does not replace conventional construction staking. The City will provide finish-grade staking at critical locations, as determined by the Engineer, for quality assurance purposes. These stakes shall remain in place until completion of concrete pavement construction unless otherwise approved by the Engineer. The contractor

7. The Contractor shall verify all control points and continuously confirm alignment and elevation throughout construction using conventional survey methods in conjunction with the AMG system.

Acceptance of this change order constitutes the Contractor's acknowledgment and acceptance of these requirements and responsibilities.

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 (\$)
									Sub Total	\$0.00

Summary

Source Of Funding

Net Amount Change Order # 1 (\$)

Previous Change Orders (\$)

Original Contract Amount (\$)

Total Contract Amount (\$)

Special Assessments

\$0.00

\$0.00

\$1,205,961.80

\$1,205,961.80

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

APPROVED

For Contractor

Title


VILLAGE PRESIDENT

APPROVED DATE

Department Head

Mayor

Attest



REPORT OF ACTION

PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

Improvement District No. BR-25-H1

Type: Negative Final Balancing Change Order #2

Location: 3rd St N, NP Ave – 1st Ave

Date of Hearing: 7/13/2026

Routing	Date
City Commission	7/20/2026
PWPEC File	X
Project File	Shane Geraghty

The Committee reviewed a communication from Project Manager, Shane Geraghty, regarding Negative Final Balancing Change Order #2 in the amount of -\$58,044.85, which reconciles the final quantities as measured in the field.

Staff is seeking approval of Negative Final Balancing Change Order #2 in the amount of -\$58,044.85, which brings the total contract amount to \$926,463.93.

On a motion by Nicole Crutchfield, seconded by Susan Thompson, the Committee voted to recommend approval of Negative Final Balancing Change Order #2 to Paras Contracting.

RECOMMENDED MOTION

Concur with the recommendations of PWPEC and approve Negative Final Balancing Change Order #2 in the amount of -\$58,044.85, bringing the total contract amount to \$926,463.93 to Paras Contracting.

PROJECT FINANCING INFORMATION:

Recommended source of funding for project: Prairie Dog, Sales Tax & Special Assessments

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

Yes	No
N/A	
N/A	
N/A	

COMMITTEE

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

Present	Yes	No	Unanimous
☒	☒	☐	☒
☒	☒	☐	
☒	☒	☐	Ryan Erickson
☐	☐	☐	
☐	☐	☐	
☒	☒	☐	
☒	☒	☐	

ATTEST:

C: Kristi Olson


Tom Knakmuhs, P.E.
City Engineer

Memorandum

To: Members of PWPEC
From: Shane Geraghty, PE, Project Manager
Date: July 8, 2026
Re: Improvement District No. BR-25-H1 – Negative Final Balancing Change Order #2

Background:

Improvement District No. BR-25-H1 is for the reconstruction of 3rd Street North from Northern Pacific Avenue to 1st Avenue North.

Paras Contracting, Inc. is the Prime Contractor on this project.

Negative Final Balancing Changer Order #2 in the amount of -\$58,044.85 reconciles the final quantities for the project with the estimated quantities. The reduction in cost is primarily due to the reduction in the sanitary sewer and water main service installation. Once pavement was removed, it was determined some of the services were no longer active and did not need to be reconnected.

Original Contract	\$ 954,313.30
Change Order #1	\$ 30,195.48
Change Order #2 (FBCO)	\$ -58,044.85
Total Contract:	\$ 926,463.93

Recommended Motion:

Approve Negative Final Balancing Change Order #2 in the amount of -\$58,044.85 for Improvement District No. BR-25-H1.

STG/klb
Attachment

CHANGE ORDER REPORT
PAVING AND UTILITY REHAB/RECONSTRUCTION
IMPROVEMENT DISTRICT NO. BR-25-H1
3RD ST N FROM NP AVE TO 1ST AVE N

Final Balancing
Change Order

Change Order No 2 Change Order Date 7/7/2026
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 # 2
FBCO

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 (\$)
Paving	4	F&I Flat MH Cover 8" Thick Reinf Conc	EA	1		1	-1	0	\$1,600.00	-\$1,600.00
	8	Inlet Protection - Existing Inlet	EA	9		9	1	10	\$215.00	\$215.00
	11	Remove Sidewalk All Thicknesses All Types	SY	590		590	-30	560	\$12.00	-\$360.00
	14	Casting to Grade - w/Conc	EA	1		1	2	3	\$1,100.00	\$2,200.00
	18	F&I Edge Drain 4" Dia PVC	LF	513		513	14	527	\$10.50	\$147.00
	19	F&I Curb & Gutter Standard (Type II)	LF	513		513	-26.33	486.67	\$51.00	-\$1,342.83
	20	F&I Pavement 9" Thick Doweled Conc	SY	1249		1249	17	1266	\$160.00	\$2,720.00
	21	F&I Sidewalk 4" Thick Reinf Conc	SY	566		566	-57	509	\$90.00	-\$5,130.00
	22	F&I Driveway 7" Thick Reinf Conc	SY	257		257	-54	203	\$120.00	-\$6,480.00
	23	F&I Asphalt Pavement FAA 43 w/ PG58H-34	Ton	77		77	6	83	\$230.00	\$1,380.00
Paving Sub Total										-\$8,250.83

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 (\$)
Pavement Marking	24	Paint Epoxy Line 4" Wide	LF	197		197	-197	0	\$21.00	-\$4,137.00
	26	F&I Grooved Plastic Film 4" Wide	LF	440		440	22	462	\$21.00	\$462.00
	27	F&I Grooved Plastic Film 6" Wide	LF	74		74	28	102	\$27.00	\$756.00
	28	F&I Grooved Plastic Film 16" Wide	LF	10		10	-10	0	\$63.00	-\$630.00
	29	F&I Grooved Thermoplastic Pavement Marking Message	SF	32		32	41	73	\$79.00	\$3,239.00
Pavement Marking Sub Total										-\$310.00
Street Lights	36	F&I Innerduct 1.5" Dia	LF	318		318	-18	300	\$25.50	-\$459.00
	37	F&I Conductor #6 USE Cu	LF	1089		1089	-189	900	\$7.00	-\$1,323.00
Street Lights Sub Total										-\$1,782.00
Water Main	49	Remove Pipe All Sizes All Types	LF	405		405	-70.3	334.7	\$10.50	-\$738.15
	50	Rem & Repl CS & Box 1" Dia	EA	3		3	-2	1	\$2,205.00	-\$4,410.00
	51	GV Box to Grade - w/Conc	EA	4		4	-1	3	\$500.00	-\$500.00
	52	Connect Water Service	EA	3		3	-2	1	\$1,260.00	-\$2,520.00
	57	F&I Fittings C153 Ductile Iron	LB	334		334	-29	305	\$14.70	-\$426.30
	58	F&I Pipe w/GB C900 DR 18 - 4" Dia PVC	LF	18		18	-14	4	\$157.50	-\$2,205.00
	59	F&I Pipe w/GB C900 DR 18 - 6" Dia PVC	LF	39		39	-17.4	21.6	\$167.50	-\$2,914.50
	60	F&I Pipe w/GB C900 DR 18 - 10" Dia PVC	LF	270		270	-2	268	\$178.50	-\$357.00
	61	F&I Pipe w/GB 1" Dia Water Service	LF	85		85	-64.2	20.8	\$105.00	-\$6,741.00
Water Main Sub Total										-\$20,811.95
Sanitary Sewer	62	Repair Manhole Floor & Invert	EA	1		1	-1	0	\$1,700.00	-\$1,700.00
	64	Remove Pipe All Sizes All Types	LF	438		438	-103.3	334.7	\$10.50	-\$1,084.65

Summary

Source Of Funding

Special Assessments, Prairie Dog, Sales Tax - Infrastructure

Net Amount Change Order # 2 (\$)

-\$58,044.85

Previous Change Orders (\$)

\$30,195.48

Original Contract Amount (\$)

\$954,313.30

Total Contract Amount (\$)

\$926,463.93

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

APPROVED

For Contractor

Title

Heather Querson
Paras Contracting
President

APPROVED DATE

Department Head

Mayor

Attest

T. Klee

REPORT OF ACTION

PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

Improvement District No. BR-25-C1

Type: Negative Final Balancing Change Order #1

Location: Lilac Lane North

Date of Hearing: 7/13/2026

<u>Routing</u>	<u>Date</u>
City Commission	<u>7/20/2026</u>
PWPEC File	<u>X</u>
Project File	<u>Will Bayuk</u>

The Committee reviewed a communication from Project Manager, Will Bayuk, regarding Negative Final Balancing Change Order #1 in the amount of -\$14,475.58, which reconciles the final quantities as measured in the field.

Staff is seeking approval of Negative Final Balancing Change Order #1 in the amount of -\$14,475.58, which brings the total contract amount to \$2,944,038.02.

On a motion by Nicole Crutchfield, seconded by Susan Thompson, the Committee voted to recommend approval of Negative Final Balancing Change Order #1 to Northern Improvement Co.

RECOMMENDED MOTION

Concur with the recommendations of PWPEC and approve Negative Final Balancing Change Order #1 in the amount of -\$14,475.58, bringing the total contract amount to \$2,944,038.02 to Northern Improvement Co.

PROJECT FINANCING INFORMATION:

Recommended source of funding for project: Utility Funds & Special Assessments

	Yes	No
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

	Present	Yes	No	Unanimous
				☒
Josh Bosch, Mayor	☒	☒	☐	
Nicole Crutchfield, Director of Planning	☒	☒	☐	
Gary Lorenz, Fire Chief	☒	☒	☐	Ryan Erickson
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: Will Bayuk, PE - Project Manager
Date: July 7, 2026
Re: Improvement District No. BR-25-C1 – Negative Final Balancing Change Order #1

Background:

Improvement District No. BR-25-C1 is for the reconstruction of Lilac Lane North from South Woodcrest Drive North to North Woodcrest Drive North, and on Willow Road North from North Woodcrest Drive North to Lilac Lane North.

Northern Improvement is the Prime Contractor on this project.

Negative Final Balancing Change Order #1

- 1) A previously repaired sanitary sewer wye done under a private contract was found to be installed incorrectly and needed to be fixed. All costs associated with the repair are being paid under bid item "Rem & Repl Wye 10"x6" PVC".
- 2) A credit of 2 days of Liquidated Damages is owed to the Contractor due to an administrative error. Credited under bid item "Special Bid Item A".

Attached is Negative Final Balancing Change Order #1 in the amount of -\$14,475.58. 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:	\$	2,958,513.60
FBCO #1:	\$	-14,475.58
Liquidated Damages:	\$	-20,000.00
Total Contract:	\$	2,924,038.02

Recommended Motion:

Approve Negative Final Balancing Change Order #1 in the amount of -\$14,475.58.58 to Northern Improvement for Improvement District No. BR-25-C1.



CHANGE ORDER REPORT
PAVING AND UTILITY REHAB/RECONSTRUCTION
IMPROVEMENT DISTRICT NO. BR-25-C1

Final Balancing
Change Order

LILAC LANE N FROM SOUTH WOODCREST DRIVE N TO NORTH WOODCREST DRIVE
N, AND ON WILLOW ROAD N FROM NORTH WOODCREST DRIVE N TO LILAC LANE N.

Change Order No 1 Change Order Date 6/30/2026
Contractor Northern Improvement Co

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

- 1) A previously repaired sanitary sewer wye done under a private contract was found to be installed incorrectly and needed to be fixed. All costs associated with the repair are being paid under bid item "Rem & Repl Wye 10"x6" PVC."
- 2) A credit of 2 days of Liquidated Damages is owed to the Contractor due to an administrative error. Credited under bid item "Special Bid Item A".

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	1	Remove Pipe All Sizes All Types	LF	214		214	-45	169	\$27.50	-\$1,237.50
	2	Bore Pipe SDR 26 - 6" Dia PVC	LF	100		100	-86.2	13.8	\$154.00	-\$13,274.80
	3	F&I Pipe w/GB SDR 26 - 6" Dia PVC	LF	855		855	-70	785	\$138.00	-\$9,660.00
Sanitary Sewer Sub Total										-\$24,172.30
Street Lights	13	Remove Feed Point	EA	1		1	-1	0	\$660.00	-\$660.00
Street Lights Sub Total										-\$660.00

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 (\$)
Signing	20	F&I Sign Assembly & Anchor	EA	9		9	2	11	\$215.00	\$430.00
	21	F&I Diamond Grade Cubed	SF	78.2		78.2	17	95.2	\$10.50	\$178.50
Signing Sub Total										\$608.50
Change Order 1	22	Rem & Repl Wye 10"x6" PVC	EA	0		0	1	1	\$6,111.73	\$6,111.73
	23	Special Bid Item A	LS	0		0	2	2	\$2,500.00	\$5,000.00
Change Order 1 Sub Total										\$11,111.73
Water Main	24	Remove Pipe All Sizes All Types	LF	725		725	-71	654	\$28.00	-\$1,988.00
	27	F&I Fittings C153 Ductile Iron	LB	1444		1444	-188	1256	\$13.00	-\$2,444.00
	28	F&I Pipe w/GB C900 DR 18 - 6" Dia PVC	LF	70		70	12.7	82.7	\$94.00	\$1,193.80
	29	F&I Pipe w/GB C900 DR 18 - 8" Dia PVC	LF	2692		2692	34	2726	\$105.00	\$3,570.00
	31	F&I Gate Valve 8" Dia	EA	7		7	3	10	\$3,520.00	\$10,560.00

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 (\$)
	34	Bore Pipe 1" Dia Water Service	LF	100		100	-100	0	\$94.00	-\$9,400.00
	35	F&I Pipe w/GB 1" Dia Water Service	LF	1010.00000000000001		1010.00000000000001	53.4	1063.4	\$72.00	\$3,844.80
	37	F&I Casting Water Service	EA	12		12	-9	3	\$550.00	-\$4,950.00
	38	F&I 1-1/4" Trench Found Rock 4" thru 12" Dia	LF	200		200	-200	0	\$0.01	-\$2.00
									Water Main Sub Total	\$384.60
Storm Sewer	39	Remove Pipe All Sizes All Types	LF	1275		1275	-27	1248	\$28.00	-\$756.00
	42	Connect Pipe to Exist Structure	EA	2		2	-1	1	\$1,650.00	-\$1,650.00
	49	F&I Pipe w/GB 27" Dia Reinf Conc	LF	11		11	-11	0	\$150.00	-\$1,650.00
									Storm Sewer Sub Total	-\$4,056.00
Paving	50	Remove Pavement All Thicknesses All Types	SY	8563		8563	-88	8475	\$8.00	-\$704.00
	51	Remove Curb & Gutter	LF	5212		5212	6	5218	\$5.00	\$30.00

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 (\$)
	52	Remove Sidewalk All Thicknesses All Types	SY	2228		2228	-20	2208	\$12.00	-\$240.00
	53	Remove Driveway All Thicknesses All Types	SY	1592		1592	99.98	1691.98	\$16.00	\$1,599.68
	58	Subgrade Preparation	SY	10553		10553	-52.97	10500.03	\$7.00	-\$370.79
	59	F&I Woven Geotextile	SY	10553		10553	-52.97	10500.03	\$1.60	-\$84.75
	60	F&I Class 5 Agg - 8" Thick	SY	10553		10553	-52.97	10500.03	\$14.00	-\$741.58
	61	F&I Edge Drain 4" Dia PVC	LF	5212		5212	6	5218	\$8.50	\$51.00
	62	F&I Curb & Gutter Mountable (Type I)	LF	5212		5212	6	5218	\$27.50	\$165.00
	63	F&I Asphalt Pavement FAA 43 w/ PG58H-34	Ton	3476		3476	-83.96	3392.04	\$95.00	-\$7,976.20
	64	Mill / Grind Asphalt Pvmnt 1" to 2" Thick	SY	203		203	-32.55	170.45	\$13.00	-\$423.15

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 (\$)
	65	F&I Sidewalk 4" Thick Reinf Conc	SY	2171		2171	-115.46	2055.54	\$72.00	-\$8,313.12
	66	F&I Sidewalk 6" Thick Reinf Conc	SY	56		56	2.7	58.7	\$85.00	\$229.50
	67	F&I Driveway 6" Thick Reinf Conc	SY	1592		1592	298.55	1890.55	\$88.00	\$26,272.40
	68	F&I Det Warn Panels Cast Iron	SF	136		136	-8	128	\$52.00	-\$416.00
	69	F&I Flat MH Cover 8" Thick Reinf Conc	EA	2		2	-2	0	\$1,300.00	-\$2,600.00
	71	GV Box to Grade - no Conc	EA	9		9	2	11	\$300.00	\$600.00
	75	Weed Control Type B	SY	6743		6743	-6743	0	\$0.10	-\$674.30
	79	Traffic Control - Type 1	LS	1		1	0.12	1.12	\$5,035.00	\$604.20
	80	Irrigation Repair	EA	15		15	-5	10	\$940.00	-\$4,700.00
Paving Sub Total										\$2,307.89

Summary

Source Of Funding

Net Amount Change Order # 1 (\$)

Previous Change Orders (\$)

Original Contract Amount (\$)

Total Contract Amount (\$)

Special Assessments, Local Utility Funds

-\$14,475.58

\$0.00

\$2,958,513.60

\$2,944,038.02

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

APPROVED

For Contractor

Title


VP

APPROVED DATE

Department Head

Mayor

Attest



REPORT OF ACTION

PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

Improvement District No. BN-24-B1

Type: Final Balancing Change Order #5

Location: 44th St N, north of 40th Ave N (Cass Hwy 20)

Date of Hearing: 7/13/2026

Routing

Date

City Commission

7/20/2026

PWPEC File

X

Project File

Tyler Jacobs

The Committee reviewed a communication from Project Manager, Tyler Jacobs, regarding Final Balancing Change Order #5 in the amount of \$10,142.27, which reconciles the final quantities as measured in the field.

Staff is seeking approval of Final Balancing Change Order #5 in the amount of \$10,142.27, which brings the total contract amount to \$9,966,155.83.

On a motion by Nicole Crutchfield, seconded by Susan Thompson, the Committee voted to recommend approval of Final Balancing Change Order #5 to Dakota Underground.

RECOMMENDED MOTION

Concur with the recommendations of PWPEC and approve Final Balancing Change Order #5 in the amount of \$10,142.27, bringing the total contract amount to \$9,966,155.83 to Dakota Underground.

PROJECT FINANCING INFORMATION:

Recommended source of funding for project: _____ Special Assessments _____

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

Yes	No
N/A	
N/A	
N/A	

COMMITTEE

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

Present	Yes	No	Unanimous
			☒
☒	☒	☐	
☒	☒	☐	
☒	☒	☐	Ryan Erickson
☐	☐	☐	
☐	☐	☐	
☒	☒	☐	
☒	☒	☐	

ATTEST:

C: Kristi Olson



Tom Knakmuhs, P.E.
City Engineer

Memorandum

To: Members of PWPEC
From: Tyler Jacobs, Project Manager
Date: July 8, 2026
Re: Improvement District No. BN-24-B1 – Final Balancing Change Order #5

Background:

Improvement District No. BN-24-B1 is for the new construction of underground utilities, concrete pavement, streetlights and incidentals on 44th Street North, North of 40th Avenue North in The Interstate Business Addition.

The attached Final Balancing Change Order #5, in the amount of \$10,142.27, reconciles the estimated quantities used in the contract with the final quantities as measured in the field.

The original contract bid price for this project was \$9,841,796.56 and this FBCO will bring the final contract amount to \$9,966,155.83 (1.26% Increase). This Improvement District is funded 100% through Special Assessments.

Recommended Motion:

Approve Final Balancing Change Order #5 in the amount of \$10,142.27 to Dakota Underground.

TMJ/klb
Attachment

CHANGE ORDER REPORT
NEW PAVING AND UTILITY CONSTRUCTION
IMPROVEMENT DISTRICT NO. BN-24-B1

Final Balancing
Change Order

ON 44TH STREET NORTH, NORTH OF 40TH AVENUE NORTH (CASS HWY 20)

Change Order No
Contractor

5
Dakota Underground Co Inc

Change Order Date 7/7/2026

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 # 5

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	1	F&I Manhole GB	EA	16		16	-1	15	\$4,000.00	-\$4,000.00
	2	F&I Manhole w/Int Drop 8' Dia Reinf Conc	EA	1		1	-0.33	0.67	\$60,000.00	-\$19,800.00
	5	F&I 1-1/4" Trench Found Rock 4" thru 12" Dia	LF	4821		4821	-4821	0	\$0.01	-\$48.21
	6	F&I Pipe SDR 26 - 6" Dia PVC	LF	32		32	81	113	\$52.00	\$4,212.00

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 (\$)
	7	F&I Pipe SDR 26 - 8" Dia PVC	LF	646		646	-117	529	\$60.00	-\$7,020.00
	10	F&I Pipe w/GB SDR 26 - 8" Dia PVC	LF	361		361	30.5	391.5	\$150.00	\$4,575.00
	13	F&I Force Main - Fittings	LB	384		384	66	450	\$23.00	\$1,518.00
Sanitary Sewer Sub Total										-\$20,563.21
Change Order 3	25	Special Bid Item A	LS	0.21999999999999997	0	1	0.22	1.22	\$4,730.00	\$1,040.60
Change Order 3 Sub Total										\$1,040.60
Water Main	26	F&I Fittings C153 Ductile Iron	LB	4487		4487	-112	4375	\$13.20	-\$1,478.40
	27	F&I Hydrant - Restrained Joint	EA	8		8	1	9	\$6,150.00	\$6,150.00
	28	F&I Hydrant Ext. 12" High	EA	1		1	1	2	\$1,700.00	\$1,700.00
	31	F&I 1-1/4" Trench Found Rock 4" thru 12" Dia	LF	86		86	-86	0	\$0.01	-\$0.86

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 (\$)
	32	F&I 1-1/4" Trench Found Rock 14" thru 24" Dia	LF	4469		4469	-4469	0	\$0.01	-\$44.69
	34	F&I Pipe C900 DR 18 - 6" Dia PVC	LF	86		86	40	126	\$40.00	\$1,600.00
	35	F&I Pipe C900 DR 18 - 16" Dia PVC	LF	4465		4465	15	4480	\$72.00	\$1,080.00
	36	F&I Pipe w/GB C900 DR 18 - 6" Dia PVC	LF	42		42	17	59	\$70.00	\$1,190.00
Water Main Sub Total										\$10,196.05
Storm Sewer	43	F&I Manhole 5' Dia Reinf Conc	EA	3		3	-1	2	\$5,500.00	-\$5,500.00
	44	F&I Manhole 6' Dia Reinf Conc	EA	3		3	1	4	\$7,300.00	\$7,300.00
	47	F&I Inlet - Manhole (MHI) 4' Dia Reinf Conc	EA	16		16	-6	10	\$4,500.00	-\$27,000.00

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 (\$)
	48	F&I Inlet - Single Box (SBI) Reinf Conc	EA	4		4	6	10	\$2,900.00	\$17,400.00
	50	F&I 1-1/4" Trench Found Rock 14" thru 24" Dia	LF	1397		1397	-1397	0	\$0.01	-\$13.97
	51	F&I 1-1/4" Trench Found Rock 27" thru 36" Dia	LF	1167		1167	-1167	0	\$0.01	-\$11.67
	52	F&I 1-1/4" Trench Found Rock 42" thru 54" Dia	LF	2153		2153	-2153	0	\$0.01	-\$21.53
	53	F&I 1-1/4" Trench Found Rock 60" Plus Dia	LF	133		133	-133	0	\$0.01	-\$1.33
	57	F&I Pipe 24" Dia	LF	157		157	-23	134	\$75.00	-\$1,725.00
	62	F&I Pipe 36" Dia Reinf Conc	LF	69		69	-7	62	\$134.00	-\$938.00

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 (\$)
	64	Remove Pipe All Sizes All Types	LF	399		399	-92	307	\$25.00	-\$2,300.00
	66	F&I Pipe w/GB 24" Dia	LF	53		53	32	85	\$110.00	\$3,520.00
	72	F&I Slope Protection 5" Thick Reinf Conc	SY	59		59	185	244	\$150.00	\$27,750.00
Storm Sewer Sub Total										\$18,458.50
Paving	73	Remove Tree	EA	52		52	-2	50	\$200.00	-\$400.00
	86	F&I Crushed Conc - 10" Thick	SY	1175		1175	-640.63	534.37	\$18.00	-\$11,531.34
	89	Install Salvaged Gravel 7" Thick	SY	1075		1075	63	1138	\$5.00	\$315.00
	94	F&I Driveway 7" Thick Reinf Conc	SY	291		291	9	300	\$88.00	\$792.00
	95	F&I Asphalt Pavement FAA 43 w/ PG58H-34	Ton	979.9999999999999		979.9999999999999	81.33	1061.33	\$105.00	\$8,539.65

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 (\$)
	96	Casting to Grade - Blvd	EA	29		29	2	31	\$300.00	\$600.00
	97	Casting to Grade - no Conc	EA	21		21	1	22	\$400.00	\$400.00
	100	Mulching Type 1 Hydro	SY	34165		34165	45388.5	79553.5	\$0.51	\$23,148.14
	101	Seeding Type C	SY	34165		34165	20186.4	54351.4	\$0.35	\$7,065.24
Paving Sub Total										\$28,928.68
Street Lights	105	F&I Innerduct 1.5" Dia	LF	4000		4000	-176	3824	\$6.30	-\$1,108.80
Street Lights Sub Total										-\$1,108.80
Flood Mitigation	118	F&I Pipe 48" Dia Reinf Conc	LF	242		242	-8	234	\$260.00	-\$2,080.00
	121	F&I Crushed Conc - 9" Thick	SY	1138		1138	-1138	0	\$16.00	-\$18,208.00
Flood Mitigation Sub Total										-\$20,288.00
Erosion Control	122	Mulching Type 2 Straw	SY	65900		65900	-30140.4	35759.6	\$0.15	-\$4,521.06

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 (\$)
	127	F&I Erosion Control Blanket Type 3	SY	5775		5775	-836.2	4938.8	\$2.50	-\$2,090.50
	128	Silt Fence - Standard	LF	4413		4413	-664	3749	\$2.50	-\$1,660.00
	129	Inlet Protection - New Inlet	EA	18		18	7	25	\$250.00	\$1,750.00
Erosion Control Sub Total										-\$6,521.56

Summary

Source Of Funding	Special Assessment
Net Amount Change Order # 5 (\$)	\$10,142.27
Previous Change Orders (\$)	\$114,217.00
Original Contract Amount (\$)	\$9,841,796.56
Total Contract Amount (\$)	\$9,966,155.83

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	Current Final Completion Date
10/2/2025	3/16/2026
Additional Days Substantial Completion	Additional Days Final Completion
0	0
New Substantial Completion Date	New Final Completion Date
10/2/2025	3/16/2026
Interim Completion Dates	

APPROVED	<i>Jared Heller</i>	APPROVED DATE	
For Contractor	Dakota Underground Company	Department Head	<i>T. Lee</i>
Title	Project Manager	Mayor	
		Attest	

REPORT OF ACTION

PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

Improvement District No. BR-23-A2

Type: Amendment #2

Location: Main Ave, University Dr to 25th St

Date of Hearing: 7/13/2026

<u>Routing</u>	<u>Date</u>
City Commission	7/20/2026
PWPEC File	X
Project File	Shane Geraghty

The Committee reviewed the accompanying correspondence from Project Manager, Shane Geraghty, regarding Amendment #2 in the amount of \$79,624.00 for additional work.

Staff is recommending approval of Amendment #2 in the amount of \$79,624.00, bringing the total contract amount to \$305,613.00 to Apex Engineering.

On a motion by Nicole Crutchfield, seconded by Susan Thompson, the Committee voted to recommend approval of Amendment #2 to Apex Engineering.

RECOMMENDED MOTION

Concur with the recommendation of PWPEC and approve Amendment #2 in the amount of \$79,624.00, bringing the total contract amount to \$305,613.00 to Apex Engineering.

PROJECT FINANCING INFORMATION:

Recommended source of funding for project: Sales Tax, Prairie Dog, Utility Funds, & Special Assessments

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

COMMITTEE

	<u>Present</u>	<u>Yes</u>	<u>No</u>	<u>Unanimous</u>
				☒
Josh Bosch, Mayor	☒	☒	☐	
Nicole Crutchfield, Director of Planning	☒	☒	☐	
Gary Lorenz, Fire Chief	☒	☒	☐	Ryan Erickson
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: Shane Geraghty, PE, Civil Engineer
Date: July 8, 2026
Re: Improvement District No. BR-23-A2 – Amendment #2
Apex Engineering ESA – Utility Redesign for Main Avenue Rebid

Background:

Project No. BR-23-A is a roadway reconstruction project that will replace utilities and pavement on Main Avenue from University Drive to 25th Street South beginning in 2027. Apex Engineering has contracted with the City to provide utility engineering services in conjunction with the Main Avenue Reconstruction Project.

Following completion of the final design, the project was bid on February 6, 2026. Only one bid was received, and it exceeded the engineer's estimate by approximately 72 percent. Based on the bid results, the North Dakota Department of Transportation (NDDOT) and the City of Fargo elected not to award the project.

Following discussions between representatives from NDDOT, the City, and Apex Engineering, a two-step approach was established to prepare the project for rebidding:

- **Step 1:** Conduct a post-bid investigation and project design review to identify opportunities for cost reductions and determine the scope of redesign efforts.
- **Step 2:** Upon completion of the design review, prepare an amendment to complete the redesign, revise the contract documents, and prepare the project for rebidding.

The proposed sanitary sewer and water main design revisions have been reviewed and agreed upon by City Engineering staff. This amendment in the amount of \$79,624.00 includes the engineering services necessary to complete the revised utility design, update the plans and Special Provisions, and prepare the project for the scheduled NDDOT bid opening on September 25, 2026.

Recommended Motion:

Approve Amendment No. 2 to the Engineering Services Agreement with Apex Engineering for the redesign and rebid services in the amount of \$79,624.00 for Improvement District No. BR-23-A2.

STG/klb
Attachments

Engineering Services Agreement
Amendment No. 2
City of Fargo Project No. BR-23-A2

Project: Main Avenue Reconstruction – 25th Street to University Drive
City of Fargo Project No. BR-23-A2
Apex Project No. 22.103.0099

Client: City of Fargo (Engineering Department)
Attn: Shane Geraghty, PE – Civil Engineer II

Background/Description of Work:

Apex Engineering Group, Inc. (Apex) was hired by the City of Fargo (City) to provide City utility engineering services for the above project on 09/19/2022, in conjunction with Apex's work on the Main Avenue Reconstruction contact with NDDOT. Amendment No. 1 to this agreement was previously executed on 12/17/2024. The following Scope of Services tasks are added or expanded with this Amendment No. 2 request:

- **Project Re-Design and Re-Bid** – Final Design contractual obligations were completed by Apex and this project was bid on 02/06/26. Only a single bid was received and it was 72% over engineer's estimate. Given this, NDDOT and City of Fargo decided to not award the project. After discussion, NDDOT, City, and Apex representatives determined a 2-step approach to the re-bid process:
 - Step 1: Conduct a Post-Bid Investigation and Project Design Review, which will determine the next steps for Step 2 that will be needed in any re-design and re-bidding of the project.
 - Step 2: At that time Step 1 is completed, better information will be available to properly scope out and complete an amendment for the re-design and re-bid tasks required.

Step 1 has now been completed, and the re-design and re-bid tasks have been identified. The sanitary sewer and watermain design changes have been discussed and agreed to by City Engineering staff. This Scope of Services for Amendment No. 2 includes the tasks and hours required to revise the design and modify the plans and Special Provisions to prepare for re-bid on the 09/04/26 NDDOT bid opening date.

The additional scope and cost for these added or expanded tasks are represented in the following attachments:

1. Attachment #1 - Apex Scope of Services for Amendment No. 2
2. Attachment #2 – Apex Fee Estimate for Amendment No. 2

Fee Amendment Request:

The total fee for work expected to be completed as part of this Amendment No. 2 = **\$79,624.00**

Contract Terms & Conditions:

Apex Engineering Group, Inc. ("Consultant") hereby proposes, and the City of Fargo ("City") hereby authorizes, the above described Amendment No. 2 and additional services described herein, including attachments, to be completed under the same Terms & Conditions of the Original Agreement signed by both parties and approved by the City of Fargo on September 19, 2022.

City:

Signature: _____

Title: _____

Date: _____

Consultant:

Signature: Matthew T. Kinsella
Matthew T. Kinsella

Title: Vice President

Date: 06/12/2026

**Attachment #1
Amendment No. 2
Scope of Services
For
Re-Design and Re-Bid for Phase III Final Design – City Utilities
Fargo Main Avenue (US 10) – 25th Street to University Drive
City of Fargo Project No. BR-23-A2
NDDOT Project: 8-010(046)938, PCN 23199
June 12, 2026**

Apex Engineering Group, Inc.
Client: City of Fargo

THIS SCOPE OF SERVICES PERTAINS TO THE FOLLOWING WORK ITEMS

Tasks necessary to complete the re-design and re-bid for City utilities, in conjunction with a separate agreement with NDDOT for the referenced project.

CLIENT/OWNER AND POINT OF CONTACT

The City of Fargo is the client and owner. Apex will direct all technical questions, information, and coordination for the City of Fargo through Mr. Shane Geraghty (or Mr. Geraghty's designated representative).

SOFTWARE REQUIREMENTS

- AutoCAD and Civil 3D

PROJECT SCHEDULE

- This Scope of Services assumes the following project schedule – 14 weeks total from 06/01/26 to 09/04/26:
 - 95% PS&E Review Submittal 06/25/26
 - 95% PS&E Plan Review Meeting 07/02/26
 - Final Plans Bid-Ready 07/10/26
 - Bid Opening 09/04/26

NOT INCLUDED IN THIS SCOPE OF WORK

The following tasks are not included in this scope of work:

- All work tasks associated with completing work referred to in the aforementioned separate agreement with NDDOT.
- Construction engineering services (would need to be added as a separate contract).

ASSUMPTIONS:

The following assumptions were made for this scope of work and fee estimate, based on previous project conversations with the City:

1. Sanitary sewer:
 - a. CIPP lining west of 18th Street
 - b. Replacing with new PVC east of 18th Street
 - c. Existing manhole rehabilitation

2. Watermain:
 - a. Existing PVC – leave in place & replace fittings
 - b. Existing CIP – pipe bursting
 - c. Existing ACP – replace
3. Services (SS and Watermain):
 - a. Replacing all watermain and sanitary services, with options to line sanitary services in locations that make sense
4. Trench backfill detail:
 - a. Use modified backfill detail to require less import Class 3, & re-use more of on-site soil

Note: Original scope below is shown in black text. Additional work for this Amendment No. 2 is shown in *blue italics text*. Tasks shown in *gray text* are expected to have no additional work required from Apex as part of the re-design and re-bid.

AMENDMENT NO. 2 – SCOPE OF SERVICES

TASK 1.0: PROJECT MANAGEMENT

- 1.01 **Internal Team Coordination:** Internal team meetings will be held among Apex staff to discuss project status, coordinate upcoming tasks, and to provide project updates to the City of Fargo. Internal team coordination with also occur by e-mail and phone calls. The project scope and budget will be tracked, and the City of Fargo will be notified of any potential changes. *Assumes 4 internal team meetings and other internal coordination during the re-design and re-bid.*
- 1.02 **Coordination with City of Fargo:** Apex's Project Manager will hold coordination conference calls or informal brief meetings with the City of Fargo to discuss project issues and status. Apex is anticipating separate coordination meetings will be required with City Engineering and Public Works Staff as we work through existing City utility inventories for the sewer and water lines within the corridor. General project coordination by e-mail, phone calls, and Teams meetings will also occur through the project duration. *Coordination time with City of Fargo for Apex PM and Apex Design Lead during the re-design and re-bid, separate from team meetings noted below in Task 1.06.*
- 1.03 **Coordination with ND Department of Environmental Quality (NDDEQ):** Apex will coordinate as need with the NDDEQ regarding reviews and permitting required for the new underground utilities. This task assumes one (1) round of submittal, review, and incorporating comments from NDDEQ. (No additional time in this task – already included in separate NDDOT contract.)
- 1.04 **QC/QA Reviews:** Apex will complete internal quality control reviews for key tasks and key project milestones prior to submittal to the City of Fargo. *QC/QA time included during the re-design and re-bid for the key deliverables.*
- 1.05 **Progress Reports, Invoicing, and Contract Administration:** Apex will provide in e-mailed PDF format, bi-weekly progress reports to the City of Fargo (these will be part of the overall project biweekly progress reports). The progress reports will include a recap of activities completed to date, a summary of the project budget, identify any potential problems that could affect the schedule, discuss coordination with private utility companies, and summarize the information or decisions required from the City of Fargo to keep the project on schedule. Invoices will be review by the Apex Project Manager prior to submittal to the City of Fargo for payment. *Assumes additional invoicing time during the re-design and re-bid, for 3 invoices.*

- 1.06 Design Coordination Meetings and Plan Review Meetings (4 total):** Apex will organize these meetings at key points in project development, arrange for a meeting location (either at Apex or the City of Fargo) or hold the meeting virtually on Microsoft Teams, conduct the meeting, and prepare detailed minutes for distribution. This scope includes two (2) design coordination meetings and two (2) plan review meetings (30% and 50%) during the project. The 95% PS&E plan review meeting is already included in the NDDOT contract. *Assumes four (4) design meetings with City staff during the re-design and re-bid. This includes the three (3) meetings already held on 5/6, 5/29, and 6/10. The 95% PS&E plan review meeting is already included in the NDDOT contract.*

Task 1.0 Deliverables:

- *Monthly invoices*
- *Meeting minutes*
- *Appropriate correspondence to the City of Fargo as needed*

TASK 2.0: PRELIMINARY ENGINEERING – CITY SEWER AND WATER

- NO ADDITIONAL WORK FOR THESE TASKS IN AMENDMENT NO. 2
- 2.01 Existing Utility Mapping & Data Collection:** Apex will research and review existing sewer and water as-built plans, City GIS data bases, videotape, and researching old service ties for the businesses and buildings along the corridor. This will also include taking existing private utility information from the topo drawing and including this information on the existing utility maps for the purpose of including in project drawings.
- 2.02 Review Existing City Televised Sewer Video:** Apex will review updated televised sewer video supplied by the City of Fargo. We will document and assess the condition based on the video to determine what pipe will have to be completely removed and replaced vs. what pipe could be potential candidate for relining or cured in place pipe restoration. This video will also be useful for identifying service locations for the sanitary sewer into buildings along the corridor.
- 2.03 Sewer and Water Rehab / Replacement Alternatives:** Based on existing condition assessment of the sewer and water lines, Apex will work with City officials to determine feasible rehabilitation and/or replacement alternatives for the environmental document. These options will be reviewed and recommended based on Apex's Senior Engineer's experience and potential consultation with industry experts.
- 2.04 Sewer and Water Preliminary Layouts & Phasing (30%):** Apex will prepare preliminary plans showing which sections of sewer and water will be removed and replaced, rehabilitated or relocated depending on alternatives selected for consideration in the environmental document. Preliminary plans will be no more than 30% of final. The preliminary phasing of the utility replacements or rehab work will be in conjunction with proposed roadwork.
- 2.05 Preliminary Utility Cost Estimates:** Apex will prepare an engineer's opinion of costs for alternatives related to the possible removal/replacement, rehab or relocation of City sewer and water. This information will be incorporated into the overall cost estimates as needed for the environmental document. Apex will rely on private utility companies to provide any relocation or adjustment costs to their own facilities.

Task 2.0 Deliverables:

- Preliminary plan drawings in AutoCAD/Civil 3D
- Electronic file submittal (MS Word and MS Excel) of the preliminary cost estimates and versions prepared for the utility portion of the environmental document
- Documented results from the sewer condition review based on the video provided by the City of Fargo
- Supplemental information pertaining to Sewer and Water line rehab / replacement alternatives

TASK 3.0: FINAL DESIGN – CITY SEWER AND WATER

- 3.01 Sanitary Sewer Bypass Design:** It is anticipated that during replacement or trenchless options for rehabilitating the existing sewer main there will be the necessity to prepare bypass pumping plans in phases or segments of the project. Apex will incorporate pumping design plans into the construction documents so the contractor can include bypass pumping costs in their bid. *Review the current Special Provision and make any updates needed to accommodate the project changes.*
- 3.02 Temporary Water Service Design:** It is anticipated that during reconstruction there will be the need for temporary water service to buildings along the corridor and that plans will need to be developed that include shut-off locations and quantified temporary piping into the construction documents so the contractor can include those costs in their bid.
- 3.03 Sanitary Sewer Final Design:** Based on the alternative selected from the preliminary engineering process, Apex will prepare final design, plan & profile sheets, and details to accommodate replacement or trenchless technologies into the project plans. This will require verification of pipe capacities, sewer contribution/service areas, existing hydraulic conditions, flows, etc. *Revise sanitary sewer design and service design per the agreed-upon changes. Revise plan callouts and quantities. Re-PDF and re-sign Sanitary Sewer Plan & Profile sheets.*
- 3.04 Watermain Final Design:** Based on the alternative selected from the preliminary engineering process, Apex will prepare final design, plan & profile sheets, and details for watermain and service connections. *Revise watermain design and service design per the agreed-upon changes. Revise plan callouts and quantities. Re-PDF and re-sign Watermain Plan & Profile sheets.*
- 3.05 Sewer and Water Phasing Plans:** Based on selected alternatives from the preliminary design phase, the sewer and water works will be laid out in conjunction with the roadway construction phasing. This will require coordination with the construction phasing design team. *Review any phasing adjustments needed to accommodate the changes in sanitary sewer and watermain installation.*
- 3.06 Specifications and Special Instructions to Bidders (SIBs):** Apex will coordinate with City Engineering staff and incorporate into the plans any specific plan notes or special instructions to bidders as per the City of Fargo's requirements as they pertain to sewer and water utilities. *Revise plan notes that pertain to sewer and water utilities, to reflect the re-design changes.*
- 3.07 30%, 50%, and PS&E Submittals:** Apex will assemble final plans and information for review to the City for 30% and 50% plan reviews, and to both NDDOT and City as per NDDOT's typical PS&E pre-final (95%) review set for comments by the agencies. Meeting time is including in Task 1.0. *Complete the above-listed tasks again for the re-design PS&E plan submittal.*
- 3.08 30%, 50%, and PS&E Plan Changes:** Based on comments received from the 30% review, 50% review, and PS&E meeting, Apex assumes there will be changes that will be required and incorporated for final bid documents. *Complete the above-listed tasks again for the re-design Final plan submittal.*
- 3.09 Final Cost Estimates:** Apex will compile cost estimates for PS&E and final plans. This will include compiling quantities and preparing cost estimates. *For both PS&E and Final submittals – Re-compile quantities, adjust unit prices as needed, submit PDF of engineer's opinion of construction cost.*
- 3.10 Bid Questions and Addenda:** Apex will be prepared to answer questions related to the work Apex is responsible for during the bidding phase of the project. Additionally we have included staff time to handle or prepare any necessary addenda information if deemed necessary. *This also includes time to attend a pre-bid meeting if held. Provide answers for up to 8 questions received during the bid period. Prepare up to two (2) addenda with up to five (5) revised sheets per addendum.*
- 3.11 Lead Service Line (LSL) Inventory and Documentation:** Apex will complete an in-person survey and inventory

to determine the presence of lead service lines (LSLs) on the Customer side of the service (from curb stop to building), with property owners for the following nine (9) properties:

- 1622 Main Avenue (Indigo Signs)
- 1534/1522 Main Avenue (Northwest Auto Body)
- 1443 Main Avenue (Site on Sound)
- 1436 Main Avenue (U-Haul)
- 1418 Main Avenue (Doyle's Cab)
- 1345 Main Avenue (International Market Plaza)
- 1344 Main Avenue (Greater Refuge Tabernacle Ministries)
- 1342 Main Avenue (Roberts Street Chapel)
- 1330/1328 Main Avenue (Bonjour Fargo)

This task will include scheduling a meeting with the property owner or representative, visiting the site and discussing the survey with the property owner or representative, visually inspecting and testing the service line using a scratch test, and documenting the results of the survey and inventory in a memorandum for the City.

3.12 **New Special Provision for Watermain Pipe Bursting (NEW TASK):** *Apex will prepare a new Special Provision outlining the requirements for the pipe bursting of existing CIP watermain at the locations identified.*

3.13 **New Special Provision for Sanitary Sewer Pipe Rehabilitation (NEW TASK):** *Apex will prepare a new Special Provision outlining the requirements for the Cured in Place Pipe (CIPP) lining of existing sanitary sewer pipe and manhole rehabilitation at the locations identified.*

Task 3.0 Deliverables:

- *Final design and construction documents for integration into the overall project final plan set*
- *Electronic Files in AutoCAD and Civil 3D*
- *Final cost estimates will be submitted as an electronic file submittal in MS Excel/PDF format*

Attachment #2
Amendment No. 2
Apex Engineering Group, Inc.
Fee Estimate for Additional Work in Final Design: Re-Design and Re-Bid
City of Fargo BR-23-A2 / NDDOT NHU-CPU-8-010(046)938 PCN 23199
Main Avenue Reconstruction - 25th Street to University Drive
June 12, 2026

Gray text = No additional work required for task in Amendment No. 2

Apex Project No. 22.103.0099

Task No.	Classification	Principal Engineer	Senior Engineer II	Lead Engineer	Design Engineer II	Sr. Eng. Tech	Support Staff I	Totals
	Apex Standard Rate (2026 rates)	\$260	\$247	\$220	\$204	\$168	\$119	
	Task Description	Hours	Hours	Hours	Hours	Hours	Hours	
1.0	Project Management							
1.01	Internal Team Coordination	2	4	4		2		12
1.02	Coordination with the City of Fargo		2	6				8
1.03	Coordination with ND Department of Environmental Quality (NDEQ)							0
1.04	QC/QA Reviews	2	6	8				16
1.05	Progress Reports, Invoicing, Contract Administration		4					4
1.06	Design Coordination Meetings and Plan Review Meetings (4 total)	2	4	4		2		12
	<i>Task 1 Subtotal</i>	6	20	22	0	4	0	52
2.0	Preliminary Engineering - City Sewer and Water NO ADDITIONAL WORK FOR THESE TASKS IN AMENDMENT NO. 2							
2.01	Existing Utility Mapping & Data Collection							0
2.02	Review Existing City Televised Sewer Video							0
2.03	Sewer & Water Rehab / Replacement Alternatives							0
2.04	Sewer & Water Preliminary Layouts & Phasing (30%)							0
2.05	Preliminary Utility Cost Estimates							0
	<i>Task 2 Subtotal</i>	0	0	0	0	0	0	0
3.0	Final Design - City Sewer and Water							
3.01	Sanitary Sewer Bypass Design	6		2				8
3.02	Temporary Water Service Design							0
3.03	Sanitary Sewer Final Design			12		60		72
3.04	Watermain Final Design			12		80		92
3.05	Sewer and Water Phasing Plans	2		8		12		22
3.06	Specifications and Special Instructions to Bidders (SIBs)		2	8				10
3.07	30%, 50%, and PS&E Submittals		4	8		8		20
3.08	30%, 50%, and PS&E Plan Changes	4	6	12		16		38
3.09	Final Cost Estimates		12	8				20
3.10	Bid Questions and Addenda		4	12		16		32
3.11	Lead Service Line (LSL) Inventory and Documentation							0
3.12	New Special Provision for Watermain Pipe Bursting (NEW TASK)	12						12
3.13	New Special Provision for Sanitary Sewer Pipe Rehabilitation (NEW TASK)	16						16
	<i>Task 3 Subtotal</i>	40	28	82	0	192	0	342

Total Labor Hours	46	48	104	0	196	0	394
Total Labor Costs	\$11,960	\$11,856	\$22,880	\$0	\$32,928	\$0	\$79,624

Apex Direct Expenses \$0
Amendment No. 2 - Grand Total Fee Estimate \$79,624

APEX DIRECT EXPENSES				
Vehicle Mileage	Trips	Mileage	Cost	
		Per Trip	Per Mile	Total
			\$0.725	
Vehicle Mileage Total =				
Survey Vehicle Mileage	Trips	Mileage	Cost	
		Per Trip	Per Mile	Total
Task 2.0 Survey			\$1.00	
Survey Vehicle Mileage Total =				
Other Direct Costs				
Miscellaneous Costs				
Other Direct Costs Total =				
Apex Direct Expenses Total =				



Engineering Department

225 4th Street North

Fargo, ND 58102

Phone: 701.241.1545 | Fax: 701.241.8101

Email: feng@FargoND.gov

www.FargoND.gov

July 15, 2026

Honorable Board of City
Commissioners
City of Fargo
Fargo, ND

Re: Improvement District No. BN-26-B1

Dear Commissioners:

Bids were opened at 11:45 am on Wednesday, July 15, 2026, for New Paving and Utility Construction, Improvement District No. BN-26-B1, located as follows: J&O 45th Street Apartments.

The bids were as follows:

Master Holdings, LLC	\$523,763.75
All Finish Concrete	\$644,975.00
Dakota Underground Co Inc	\$673,906.85
Northern Improvement Co	\$790,997.35

Engineers Estimate	\$522,424.80
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Private financial security is not needed.

No protests have been received.

This office recommends award of the contract to Master Holdings, LLC in the amount of \$523,763.75 as the lowest and best bid.

Sincerely,

Thomas Knakmuhs, P.E.

City Engineer



Engineer's Statement Of Cost
Improvement District # BN-26-B1
New Paving And Utility Construction

J&O 45th Street Apartments

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

NOW THEREFORE Thomas Knakmuhs, do hereby certify as follows:

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

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

New Paving and Utility Construction Improvement District # BN-26-B1 of the City of Fargo, North Dakota.

Line	Description	Unit	Quantity	Unit Price (\$)	Amount (\$)
Water Main					
1	F&I Fittings C153 Ductile Iron	LB	97.00	20.00	1,940.00
2	F&I Hydrant	EA	1.00	10,000.00	10,000.00
3	Salvage Hydrant	EA	1.00	1,000.00	1,000.00
4	Plug Pipe 4" Dia	EA	1.00	500.00	500.00
5	Plug Pipe 6" Dia	EA	1.00	600.00	600.00
6	Connect Pipe to Exist Pipe	EA	1.00	1,725.00	1,725.00
7	F&I Pipe C900 DR 18 - 6" Dia PVC	LF	9.00	200.00	1,800.00
8	Remove Pipe All Sizes All Types	LF	62.00	15.00	930.00
9	F&I Pipe w/GB C900 DR 18 - 12" Dia PVC	LF	10.00	200.00	2,000.00
10	F&I Gate Valve 6" Dia	EA	1.00	4,000.00	4,000.00
11	F&I Hydrant Ext. 30" High	EA	1.00	2,300.00	2,300.00
Water Main Total					26,795.00
Street Lights					
12	Relocate Street Light	EA	3.00	1,100.00	3,300.00
13	Remove Street Light	EA	3.00	1,100.00	3,300.00
14	F&I Base 6' Deep Reinf Conc	EA	3.00	3,300.00	9,900.00
15	Remove Base	EA	3.00	2,000.00	6,000.00
16	F&I Conductor #6 USE Cu	LF	4,936.00	3.00	14,808.00
17	F&I Innerduct 1.5" Dia	LF	1,352.00	14.00	18,928.00
Street Lights Total					56,236.00
Storm Sewer					

Line	Description	Unit	Quantity	Unit Price (\$)	Amount (\$)
18	Modify Manhole	EA	2.00	4,500.00	9,000.00
19	F&I Inlet - Single Box (SBI) Reinf Conc	EA	2.00	4,000.00	8,000.00
20	F&I Inlet - Round (RDI) Reinf Conc	EA	1.00	3,000.00	3,000.00
21	Remove Inlet	EA	3.00	250.00	750.00
22	Connect Pipe to Exist Pipe	EA	1.00	1,000.00	1,000.00
23	Connect Pipe to Exist Structure	EA	1.00	1,000.00	1,000.00
24	Remove Pipe All Sizes All Types	LF	37.00	20.00	740.00
25	F&I Pipe w/GB 12" Dia Reinf Conc	LF	41.00	105.00	4,305.00
26	F&I Flat MH Cover 8" Thick Reinf Conc	EA	1.00	1,000.00	1,000.00
Storm Sewer Total					28,795.00
Paving					
27	Topsoil - Strip & Spread	LS	1.00	3,500.00	3,500.00
28	Boulevard Grading	SY	1,491.00	3.10	4,622.10
29	Subcut	CY	245.00	5.00	1,225.00
30	Subgrade Preparation	SY	2,445.00	4.00	9,780.00
31	F&I Woven Geotextile	SY	2,445.00	2.00	4,890.00
32	F&I Crushed Conc - 10" Thick	SY	2,445.00	19.75	48,288.75
33	F&I Edge Drain 4" Dia PVC	LF	894.00	7.70	6,883.80
34	F&I Curb & Gutter Standard (Type II)	LF	894.00	37.00	33,078.00
35	Remove Curb & Gutter	LF	710.00	10.00	7,100.00
36	F&I Pavement 9" Thick Doweled Conc	SY	2,095.00	100.00	209,500.00
37	Remove Pavement 9" Thick Conc	SY	1,048.00	22.00	23,056.00
38	F&I Sidewalk 4" Thick Reinf Conc	SY	298.00	74.00	22,052.00
39	Remove Sidewalk 4" Thick Conc	SY	172.00	10.00	1,720.00
40	F&I Driveway 7" Thick Reinf Conc	SY	277.00	80.00	22,160.00
41	Remove Driveway All Thicknesses All Types	SY	185.00	10.00	1,850.00
42	Casting to Grade - Blvd	EA	2.00	350.00	700.00
43	Casting to Grade - no Conc	EA	5.00	350.00	1,750.00
44	GV Box to Grade - Blvd	EA	2.00	150.00	300.00
45	Mulching Type 1 Hydro	SY	1,491.00	1.00	1,491.00
46	Seeding Type C	SY	1,491.00	2.10	3,131.10
Paving Total					407,077.75
Miscellaneous					
47	Remove Tree	EA	2.00	500.00	1,000.00
48	Stormwater Management	LS	1.00	1,000.00	1,000.00

Line	Description	Unit	Quantity	Unit Price (\$)	Amount (\$)
49	Inlet Protection - New Inlet	EA	3.00	220.00	660.00
50	Inlet Protection - Existing Inlet	EA	10.00	220.00	2,200.00
Miscellaneous Total					4,860.00
Total Construction in \$					523,763.75

Legal	3.00%	15,712.91
Contingency	5.00%	26,188.19
Admin	4.00%	20,950.55
Interest	4.00%	20,950.55
Engineering	10.00%	52,376.38
Total Estimated Costs		659,942.33
Special Assessments		659,942.33
Unfunded Costs		0.00

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



A large, stylized handwritten signature in black ink, which appears to read "T. Knakmuhs".

Thomas Knakmuhs, P.E.
City Engineer

**RESOLUTIONS PERTAINING TO IMPROVEMENT DISTRICT NO. BN-26-B
NEW PAVING AND UTILITY CONSTRUCTION
Determining Insufficiency of Protests**

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

WHEREAS, The Board of City Commissioners of the City of Fargo, North Dakota (the "Board"), has created by resolution Improvement District No. BN-26-B (the "Improvement District") in the City of Fargo, North Dakota (the "City"), as required by North Dakota Century Code, Chapter 40-22 (the "Act"); and

WHEREAS, the Plans and Specifications and the Engineer's Report prepared by the City Engineer, have been considered, as required by the Act; and

WHEREAS, the City has caused the resolution of necessity for the project relating to the Improvement District (the "Resolution") to be published once each week for two consecutive weeks in the official newspaper of the City, as required by the Act; and

WHEREAS, the Act provides that, if within thirty days after the first publication of the Resolution the owners of any property within the Improvement District file written protests describing the property which is the subject of the protest with the city auditor protesting against the adoption of said Resolution, the Board, at its next meeting after the expiration of the time for filing such protests, shall hear and determine the sufficiency thereof; and

WHEREAS, thirty days have passed since the date of the first publication of the Resolution and the time for filing protests has expired;

NOW THEREFORE BE IT RESOLVED, that the Board hereby finds that the written protests received are insufficient to bar any of the proceedings relating to the project in the Improvement District.

C E R T I F I C A T E

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

I, Susan Thompson, the duly appointed, qualified and acting City Auditor of the City of Fargo, North Dakota do hereby certify that the foregoing is a full, true and correct copy of the resolution adopted by the Board of City Commissioners of the City of Fargo at the Regular Meeting of the Board held on the 20th day of July, 2026.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the Seal of the City of Fargo, North Dakota, this 20th day of July, 2026.

Susan Thompson
City Auditor

(SEAL)



Engineering Department

225 4th Street North

Fargo, ND 58102

Phone: 701.241.1545 | Fax: 701.241.8101

Email: feng@FargoND.gov

www.FargoND.gov

July 15, 2026

Honorable Board of City
Commissioners
City of Fargo
Fargo, ND

Re: Improvement District No. UR-26-G1

Dear Commissioners:

Bids were opened at 11:45 am on Wednesday, July 15, 2026, for Sanitary Sewer Lining, Improvement District No. UR-26-G1, located as follows: 2nd Avenue South from 40th Street South to 38th Street South, 38th Street South from 2nd Avenue South to 3rd Avenue South, 3rd Avenue South from 36th Street South to 32nd Street South; 19th Ave North from 57th Street North to Interstate 29.

The bids were as follows:

InsituForm Technologies USA	\$1,027,128.96
Visu-Sewer	\$1,228,252.00
CC Steel, LLC	\$1,385,569.00
Engineers Estimate	\$1,419,235.00

Private financial security is not needed.

No protests have been received.

This office recommends award of the contract to InsituForm Technologies USA in the amount of \$1,027,128.96 as the lowest and best bid.

Sincerely,

Thomas Knakmuhs, P.E.

City Engineer



Engineer's Statement Of Cost
Improvement District # UR-26-G1
Sanitary Sewer Lining

2nd Avenue South from 40th Street South to 38th Street South,
38th Street South from 2nd Avenue South to 3rd Avenue South,
3rd Avenue South from 36th Street South to 32nd Street South;
19th Ave North from 57th Street North to Interstate 29.

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

NOW THEREFORE Thomas Knakmuhs, do hereby certify as follows:

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

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

Sanitary Sewer Lining Improvement District # UR-26-G1 of the City of Fargo, North Dakota.

Line	Description	Unit	Quantity	Unit Price (\$)	Amount (\$)
Sanitary Sewer - 3rd Ave S					
1	Mobilization	LS	1.00	33,564.46	33,564.46
2	Traffic Control - Type 1	LS	1.00	3,055.56	3,055.56
3	Bypass Pumping	EA	1.00	37,459.38	37,459.38
4	Spot Repair Pipe w/GB	EA	2.00	50,000.00	100,000.00
5	Reconnect Sewer Service	EA	7.00	3,945.84	27,620.88
6	F&I Pipe Liner 6" Dia 6 mm CIPP	LF	146.00	63.33	9,246.18
7	F&I Pipe Liner 15" Dia Gravity CIPP	LF	3,371.00	68.23	230,003.33
8	Repair Manhole Floor & Invert	EA	11.00	3,888.89	42,777.79
Sanitary Sewer - 3rd Ave S Total					483,727.58
Sanitary Sewer - 19th Ave N					
9	Mobilization	LS	1.00	27,981.34	27,981.34
10	Traffic Control - Type 1	LS	1.00	8,055.56	8,055.56
11	F&I Pipe Liner 36" Dia Gravity CIPP	LF	2,078.00	244.16	507,364.48
Sanitary Sewer - 19th Ave N Total					543,401.38
Total Construction in \$					1,027,128.96

Engineering	10.00%	102,712.90
Admin	4.00%	41,085.16
Legal	3.00%	30,813.87
Interest	4.00%	41,085.16
Contingency	5.00%	51,356.45
Total Estimated Costs		1,294,182.50
Utility Funds - Wastewater - 521		1,016,917.70
Special Assessments		277,264.80
Unfunded Costs		0.00

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



A large, stylized handwritten signature in black ink, which appears to read "T. Knakmuhs".

Thomas Knakmuhs, P.E.
City Engineer

RESOLUTIONS PERTAINING TO IMPROVEMENT DISTRICT NO. UR-26-G
SANITARY SEWER LINING
Determining Insufficiency of Protests

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

WHEREAS, The Board of City Commissioners of the City of Fargo, North Dakota (the "Board"), has created by resolution Improvement District No. UR-26-G (the "Improvement District") in the City of Fargo, North Dakota (the "City"), as required by North Dakota Century Code, Chapter 40-22 (the "Act"); and

WHEREAS, the Plans and Specifications and the Engineer's Report prepared by the City Engineer, have been considered, as required by the Act; and

WHEREAS, the City has caused the resolution of necessity for the project relating to the Improvement District (the "Resolution") to be published once each week for two consecutive weeks in the official newspaper of the City, as required by the Act; and

WHEREAS, the Act provides that, if within thirty days after the first publication of the Resolution the owners of any property within the Improvement District file written protests describing the property which is the subject of the protest with the city auditor protesting against the adoption of said Resolution, the Board, at its next meeting after the expiration of the time for filing such protests, shall hear and determine the sufficiency thereof; and

WHEREAS, thirty days have passed since the date of the first publication of the Resolution and the time for filing protests has expired;

NOW THEREFORE BE IT RESOLVED, that the Board hereby finds that the written protests received are insufficient to bar any of the proceedings relating to the project in the Improvement District.

C E R T I F I C A T E

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

I, Susan Thompson, the duly appointed, qualified and acting City Auditor of the City of Fargo, North Dakota do hereby certify that the foregoing is a full, true and correct copy of the resolution adopted by the Board of City Commissioners of the City of Fargo at the Regular Meeting of the Board held on the 20th day of July, 2026.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the Seal of the City of Fargo, North Dakota, this 20th day of July, 2026.

Susan Thompson
City Auditor

(SEAL)

REPORT OF ACTION

PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

Project No. TN-24-A1

Type: Final Balancing Change Order #7

Location: 12th Ave N, 15th Ave N, 47th St & 45th St

Date of Hearing: 7/13/2026

Routing

City Commission

Date

7/20/2026

PWPEC File

X

Project File

Leroy Grant

The Committee reviewed a communication from Project Manager, Leroy Grant, regarding Final Balancing Change Order #7 in the amount of \$8,365.60, which reconciles the final quantities as measured in the field.

Staff is seeking approval of Final Balancing Change Order #7 in the amount of \$8,365.60, which brings the total contract amount to \$269,375.26.

On a motion by Nicole Crutchfield, seconded by Susan Thompson, the Committee voted to recommend approval of Final Balancing Change Order #7 to Eagle River Utility Solutions.

RECOMMENDED MOTION

Concur with the recommendations of PWPEC and approve Final Balancing Change Order #7 in the amount of \$8,365.60, bringing the total contract amount to \$269,375.26, to Eagle River Utility Solutions.

PROJECT FINANCING INFORMATION:

Recommended source of funding for project: Cass County Funds

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

Yes No

N/A

N/A

N/A

COMMITTEE

Present Yes No Unanimous

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Josh Boschee, Mayor

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Nicole Crutchfield, Director of Planning

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Gary Lorenz, Fire Chief

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Brenda Derrig, Assistant City Administrator

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Ben Dow, Director of Operations

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Tom Knakmuhs, City Engineer

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Susan Thompson, Finance Director

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ATTEST:

C: Kristi Olson


Tom Knakmuhs, P.E.
City Engineer

Memorandum

To: Members of PWPEC
From: Leroy Grant, Project Manager
Date: July 2, 2026
Re: Project No. TN-24-A1 – Final Balancing Change Order #7

Background:

Project No. TN-24-A1 involves the installation of fiber optic cable along 12th Avenue North, between 45th Street North and 47th Street North, and along 47th Street North, between 12th Avenue North and 15th Avenue North. This project will support the establishment of the new Red River Regional Dispatch Center by providing the necessary fiber optic infrastructure.

Eagle River Utility Solutions is the Prime Contractor for this project.

Final Balancing Change Order #7

Attached is Final Balancing Change Order #7 in the amount of \$8,365.60. 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:	\$	235,468.80
Change Order #1-6	\$	25,540.86
FBCO #7	\$	8,365.60
Total Contract:	\$	269,375.26

Recommended Motion:

Approve Final Balancing Change Order #7 in the amount of \$8,365.60 for Project No. TN-24-A1.

LG/klb
Attachment



CHANGE ORDER REPORT
FIBEROPTIC COMMUNICATION IMPROVEMENTS
PROJECT NO. TN-24-A1

Final Balancing
Change Order

RED RIVER REGIONAL DISPATCH CENTER FIBEROPTIC INSTALLATION

Change Order No 7 Change Order Date 6/30/2026
Contractor Eagle River Utility Solutions

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 # 7
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 (\$)
Miscellaneous	1	F&I Conduit 2" Dia	LF	6345	0	6536	250	6786	\$7.80	\$1,950.00
	2	F&I Fiber Optic Cable - 144SM	LF	14000		14000	-264	13736	\$3.35	-\$884.40
	3	F&I Fiber Vault	EA	6		6	1	7	\$7,300.00	\$7,300.00
Miscellaneous Sub Total										\$8,365.60

Summary

Source Of Funding

Net Amount Change Order # 7 (\$)

Previous Change Orders (\$)

Original Contract Amount (\$)

Total Contract Amount (\$)

Cass County Funds

\$8,365.60

\$25,540.86

\$235,468.80

\$269,375.26

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

APPROVED		APPROVED DATE	
For Contractor	<i>Brent Pescion</i>	Department Head	<i>T. Kelle</i>
Title	Senior Project Manager	Mayor	
		Attest	

REPORT OF ACTION

PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

Project No. TR-25-E1

Type: Final Balancing Change Order #2

Location: Citywide

Date of Hearing: 7/13/2026

<u>Routing</u>	<u>Date</u>
City Commission	<u>7/20/2026</u>
PWPEC File	<u>X</u>
Project File	<u>Leroy Grant</u>

The Committee reviewed a communication from Project Manager, Leroy Grant, regarding Final Balancing Change Order #2 in the amount of \$0.00, which reconciles the final quantities as measured in the field.

Staff is seeking approval of Final Balancing Change Order #2 in the amount of \$0.00, which brings the total contract amount to \$98,250.00.

On a motion by Nicole Crutchfield, seconded by Susan Thompson, the Committee voted to recommend approval of Final Balancing Change Order #2 to Cobalt Coatings.

RECOMMENDED MOTION

Concur with the recommendations of PWPEC and approve Final Balancing Change Order #2 in the amount of \$0.00, bringing the total contract amount to \$98,250.00 to Cobalt Coatings.

PROJECT FINANCING INFORMATION:

Recommended source of funding for project: Street Light Utility Funds

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

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

COMMITTEE

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

Present	Yes	No	Unanimous
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<u>☒</u>	<u>☒</u>	<u>☐</u>	
<u>☒</u>	<u>☒</u>	<u>☐</u>	
<u>☐</u>	<u>☐</u>	<u>☐</u>	<u>Ryan Erickson</u>
<u>☐</u>	<u>☐</u>	<u>☐</u>	
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ATTEST:

C: Kristi Olson


Tom Knakmuhs, P.E.
City Engineer

Memorandum

To: Members of PWPEC
From: Leroy Grant, Project Manager
Date: July 8, 2026
Re: Project No. TR-25-E1 – Final Balancing Change Order #2

Background:

Project No. TR-25-E1 is for the repair of miscellaneous street lighting and traffic signal items at various locations within the City of Fargo. Contract items include: repaint existing street light poles on Broadway, 13th Avenue South and 12th Avenue North, and to sandblast and re-paint 19 traffic signal poles on Broadway. The project's goal is to repair the street lighting and traffic signal systems to increase performance and longevity of our street light utility network.

Cobalt Coatings is the Prime Contractor for this project.

Final Balancing Change Order #2

Attached is Final Balancing Change Order #2 in the amount of \$0.00. 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:	\$	72,450.00
Change Order #1	\$	25,800.00
FBCO #2	\$	0.00
Total Contract:	\$	98,250.00

Recommended Motion:

Approve Final Balancing Change Order #2 in the amount of \$0.00 for Project No. TR-25-E1.

LG/klb
Attachment



CHANGE ORDER REPORT
STREET LIGHT & TRAFFIC SIGNAL PAINTING PROJECT
PROJECT NO. TR-25-E1
VARIOUS LOCATIONS

Final Balancing
Change Order

Change Order No 2 Change Order Date 7/2/2026
Contractor Cobalt Coatings

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

EXPLANATION OF CHANGE Change Order # 2
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 (\$)
									Sub Total	\$0.00

Summary

Source Of Funding

Net Amount Change Order # 2 (\$)

Previous Change Orders (\$)

Original Contract Amount (\$)

Total Contract Amount (\$)

Utility Funds - Street Lights - 528

\$0.00

\$25,800.00

\$72,450.00

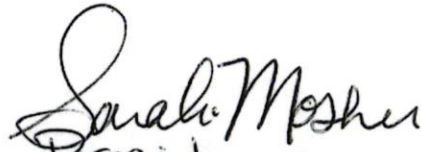
\$98,250.00

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

APPROVED

For Contractor

Title


President

APPROVED DATE

Department Head

Mayor

Attest



Memorandum

To: Board of City Commissioners
From: Bekki Majerus, Director of Facilities Management
Date: July 20, 2026
Re: Amendment to extend cleaning contract at the Police Department Headquarters for two (2) years (RFP23013)

Dear Commissioners:

On June 19th, 2023, four (4) proposals were received for an RFP for cleaning services at the Police Department HQ (RFP23103). Based on evaluation and staff review, Osgood Cleaning Services was awarded the contract for 3 years of service from August 1st, 2023, through July 31st, 2026. This was awarded at the June 26, 2023 Commission meeting. As part of the contract, language was included that allowed for a two (2) year extension after the initial three (3) year contract.

Vendor performance has been satisfactory. Facilities Management is requesting authorization to extend the contract with Osgood Cleaning Services for two (2) years with the following negotiated rates:

Year 1 ----- 8/1/2026 -7/31/2027---- \$6,010.00/month ----- \$72,120.00/year

Year 2 ----- 8/1/2027-7/31/2028 ---- \$6,190.00/month ----- \$74,280.00/year

Total Contract Extension for 2 years: \$146,400.00

The new rates from Osgood Cleaning Services are lower than the original rates from the other proposals on the 2023 RFP.

Attached: Original agreement, amendment for signatures.

Recommended Action:

Move to approve the amendment to extend cleaning services with Osgood Cleaning Services at the Police Department HQ for two (2) years.

**Master Services Agreement
Between
City of Fargo
And Osgood Cleaning Services LLC**

This Master Services Agreement (the "Agreement," which includes all attached schedules), effective August 1st 2023 ("Effective Date"), is entered into by and between Osgood Cleaning Services LLC (the "Vendor"), having a principal place of business at 3155 Bluestem Drive, West Fargo, ND 58078, and City of Fargo (the "City"), a North Dakota municipal corporation, having a principal place of business at 225 4th Street North, Fargo, North Dakota 58102 (each a "Party" and collectively, the "Parties").

1. TERM

The term of this Agreement will be (3) three years from the Effective Date. The City of Fargo reserves the right to execute the option to automatically renew for a successive period of two (2) years. If the contract is extended, the City of Fargo reserves the right to renegotiate price and terms, provided that such negotiated price and terms fall within the original scope of work for this proposal. Such changes will be documented by amendment to the contract

2. STATEMENT OF WORK

A Summary of all services the Vendor is able to provide under this Agreement is described in the Statement of Work form ("Statement of Work") attached hereto as Attachment A. Vendor hereby agrees to complete work pursuant to a work request, awarded bid, and/or awarded proposal. Neither this Agreement nor the Statement of Work is a commitment by the City to issue the vendor any work requests, bids or proposals. The work request, Request for Bid (RFB) or Request for Proposal (RFP) shall describe the specific scope of services for a particular project. Any services provided by the Vendor under this agreement are referred to as "Services."

3. MATERIALS

Vendor shall furnish all materials, supplies, tools, equipment, and transportation required to provide services or deliverables required under Statements of Work. Vendor shall provide all available material safety data sheets for City approval prior to use of materials.

4. LIEN WAIVER

Vendor shall submit its lien waivers and obtain and submit lien waivers from all subcontractors and material suppliers with invoices Vendor submits to City. City's obligation to pay invoices will be contingent upon receipt of applicable lien waivers.

5. COMPENSATION

Negotiated Rate Sheet ("Rate Sheet") for the current Agreement is attached as Attachment B. Vendor shall not charge and the City will not pay for any services performed without a work request, awarded bid or awarded proposal. Except as otherwise provided, undisputed invoices

shall be payable within 30 calendar days after the receipt of the invoice. Invoices shall be e-mailed to mfournier@fargond.gov.

6. OWNERSHIP OF DOCUMENTS

Vendor's work product reimbursed by the City, including all data, documents, results, ideas, developments and inventions that Vendor conceives or uses during the course of its performance under this Agreement shall be the City's property, unless otherwise agreed.

7. INDEPENDENT CONTRACTOR

The relationship between the Parties shall, within the context of this Agreement, be that of an independent contractor and nothing in this Agreement should be construed to create a partnership, joint venture, or employer-employee relationship. The Vendor shall, at all times during the term of this Agreement, perform the duties and responsibilities herein. Neither Party is an agent of the other Party and is not authorized to make any representation contract, or contract commitment on behalf of the other Party.

8. NO CONFLICTS OF INTEREST

Vendor must disclose any actual, apparent, or potential Conflict of Interest to the City prior to execution of this Agreement if a conflict of interest arises or appear to arise during the term of this Agreement, contractor agrees to abide by any reasonable mitigation plan developed with or by the City. "Conflict of Interest" means any activity, interest, or relationship of Vendor or any of its officers, directors, affiliates, or principals that may compromise that person's ability to render impartial assistance or advice to the City or that may give rise to legal or reputational concerns or any competitive advantage unfair to the City.

9. CONFIDENTIALITY

The Vendor agrees to not, directly or indirectly, disclose, make known, divulge, publish, or communicate any confidential information to any person, firm, or corporation without consent unless that disclosure is authorized under North Dakota law.

10. INSURANCE

a. Vendor will obtain and maintain the following insurance coverage, naming the City of Fargo as an additional insured, via commercial insurance:

i. Commercial General Liability covering bodily injury and tangible property damage liability with a limit of not less than U.S. \$1,000,000 each occurrence.

ii. Workers' Compensation (or maintenance of a legally permitted and government-approved program of self-insurance) covering Vendor Personnel pursuant to applicable state workers' compensation laws for work-related injuries suffered by Vendor's Personnel, if Vendor employs Personnel;

iii. Employer's Liability with limits of not less than U.S. \$1,000,000 per accident;

v. Automobile Liability with \$2,000,000 combined single limit per occurrence, for bodily injury and property damage combined covering owned, if Vendor owns any

vehicles, non-owned, and hired vehicles, if Vendor brings vehicles on the City's premises or uses vehicles in the performance of services.

vi. Limits for Commercial General Liability and Automobile Liability may be provided through a combination of primary and umbrella coverage; and

b. Vendor shall provide the City with evidence of the foregoing coverage before providing any services.

c. Vendor shall notify the City 30 days prior to cancellation or reduction in limits of any insurance required hereunder.

11. INDEMNIFICATION

Consultant agrees to indemnify and hold harmless the City, its officers, employees, insurers, and self-insurance pool, from and against all liability, claims, and demands, on account of injury, loss, or damage, including without limitation claims arising from bodily injury, personal injury, sickness, disease, death, property loss or damage, or any other loss of any kind whatsoever, which arise out of or are in any manner connected with this Agreement, if such injury, loss, or damage is caused in whole or in part by, or is claimed to be caused in whole or in part by, the act, omission, error, consultant error, mistake, negligence, or other fault of the Vendor, any subcontractor of the Vendor, or any officer, employee, representative, or agent of the Consultant or of any subcontractor of the Consultant, or which arises out of any workmen's compensation claim of any employee of the Consultant or of any employee of any subcontractor of the Consultant. The Consultant agrees to investigate, handle, respond to, and to provide defense for and defend against, any such liability, claims or demands at the sole expense of the Consultant, or at the option of the City, agrees to pay the City or reimburse the City for the defense costs incurred by the City in connection with, any such liability, claims, or demands.

12. FORCE MAJEURE

Neither Party shall be liable for damages or deemed in default of this Agreement and any Statement of Work hereunder to the extent that any delay or failure in the performance of its obligations (other than the payment of money) results, without its fault or negligence, from any cause beyond its reasonable control, such as acts of God, acts of civil or military authority, embargoes, epidemics, war, riots, insurrections, fires, explosions, earthquakes, floods, adverse weather conditions, union activity, strikes or lock-outs, and changes in laws, statutes, regulations, or ordinances.

13. DISPUTE RESOLUTION

Vendor and the City will exercise good faith efforts to resolve disputes through a mutually acceptable Alternative Dispute Resolution process. Nothing prevents the Parties from pursuing litigation in the appropriate State or Federal court, located in Cass County, North Dakota

14. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the state of North Dakota.

15. ENTIRE AGREEMENT

The terms and conditions set forth herein and any Exhibit referenced herein constitute the entire understanding of the parties relating to the provision of services by Vendor to City and shall be incorporated in all Statements of Work unless otherwise so stated therein. This Agreement may be amended only by a written instrument signed by both parties.

16. ASSIGNMENT

This Agreement may not be assigned by Vendor or City without the prior written consent of the other party.

17. TERMINATION

This Agreement may be terminated by either party upon sixty days written notice should the other party fail to perform in accordance with the terms hereof, provided such failure is not cured within such sixty day period. City may terminate this Agreement for convenience at any time, in which event Vendor shall be compensated in accordance with the terms hereof for Services performed and reimbursable expenses incurred prior to its receipt of written notice of termination from City.

18. SEVERABILITY

Should a court of law determine that any clause or section of this Agreement is invalid, all other clauses or sections shall remain in effect.

IN WITNESS WHEREOF, City and Osgood Cleaning Services LLC have caused this Agreement to be duly executed as of the date first above written.

CITY OF FARGO

BY

Dr. Timothy J. Mahoney, Mayor

DATE:

6/26/23

OSGOOD CLEANING SERVICES LLC

BY

A. Chari, for Osgood Cleaning Services, LLC

DATE:

6/21/2023

ATTEST:

BY

Steven Sprague, City Auditor

Statement of Work

This Statement of Work is a summary of all services the Vendor is able to provide under the Master Services Agreement. This Statement of Work is not a commitment by the City to issue the vendor any work requests, bids or proposals.

Vendor agrees to provide any of the following scope of services as requested in work requests, awarded bids or awarded request for proposals from the City of Fargo.

Daily (Monday through Friday)

All Areas

- Vacuum all carpeting/area rugs/inlaid entryways
- Sweep and Mop/disinfect all hard surface flooring
- Clean and disinfect non-restroom sinks
- Clean and sanitize drinking fountains
- Spot clean glass up to 6 feet high
- Empty all interior/exterior trash cans and place in outside dumpster, reline with appropriate liners provided by the City
- Empty all recycle containers and dispose of properly
- Bring city provided containers to designated pick up area on recycling days
- Disinfect all high traffic knobs, buttons and surfaces
- Dust/wipe down all horizontal surfaces; *Note: Employees will be responsible for wiping down their individual workstation surfaces. However, employees may opt to clear their work surfaces entirely and leave a note for the custodial crew requesting they be cleaned.*
- Clean interior/exterior surfaces of elevator(s), assure door track is free of debris
- Clean all stairways and entryways

Lunch/Break Rooms

- Clean Floors
- Clean all counters/table tops/chairs/sinks; *Note: If any item is left in a sink, do not clean that sink.*
- Wipe down exterior surfaces of all appliances; *Note: Contractor is not responsible for cleaning the inside of fridges, stoves, microwaves, coffee machines, toasters, etc.*

Restrooms

- Clean and disinfect toilets
- Clean mirrors, sinks, counters, and baby changing stations
- Clean and disinfect floors
- Wipe down partition walls
- Wipe down light switch plates/door knobs
- Empty trash cans, diaper disposal units, and feminine napkin dispensers. Replace with appropriate liners provided by the city
- Restock/refill all products (paper towels, toilet paper, soaps, lotions, baby-change paper etc.)
- Clean and disinfect shower areas

Weekly

- Perform high dusting in all areas

Bi-Weekly

- Edge clean all carpet

Monthly

- Detail Edges of hard surface flooring and coving
- Dust, clean, vacuum chairs, chair legs, table legs and bases

Quarterly

- Dust/clean/wash air vents
- Clean light fixtures within 60 feet of entryways for bugs

Semi-Annually

- Dust window treatments (blinds/shades etc.) between April and October *Note: Submit anticipated dates 14 days in advance of this service to facilities*
- Clean all glass internal and external two times per year. Once between April-May, and once between October-November. *Note: Submit anticipated dates 14 days in advance of this service to facilities*
- Maintain hard surface flooring according to recommendations for type of floor. Includes edging, machine scrubbing, grout cleaning, re-waxing, applying sealants, etc. *Note: Submit anticipated dates 14 days in advance of this service to facilities*
- Vacuum ceiling vents in Restrooms

Yearly

- Shampoo all high traffic carpeting between October-November *Note: Submit anticipated dates 14 days in advance of this service to facilities*
- Shampoo all carpeting in April or May *Note: Submit anticipated dates 14 days in advance of this service to facilities*
- Strip and refinish hard surface flooring in accordance with manufacturers recommendations *Note: Submit anticipated dates 14 days in advance of this service to facilities*
- Shampoo upholstered furniture. Apply a non-water based fabric protector. April or May *Note: Submit anticipated dates 14 days in advance of this service to facilities*

As needed

- Clean chair mats and trash receptacles
- Replace desk side recycling boxes when torn/soiled/tattered
- Report any lights out, non-working electrical outlets, plumbing issues, heating/cooling concerns etc. to facilities
- Notify facilities of any plumbing issues, items needing repair, or if the sharps container is full

At end of each shift, shut off designated lights, secure designated doors, and assure no exterior windows are open.

CLEANING SUPPLIES AND EQUIPMENT

The City of Fargo will provide the following supplies:

- Hand soap
- Hand sanitizers
- Garbage liners
- Urinal screens
- Urinal mats

- Baby changing liners
- Paper products

The contractor shall provide all the rest of the necessary cleaning supplies and equipment to clean and keep clean all portions of the building.

The City of Fargo shall provide, without cost to contractor, a janitorial closet for storage of equipment and supplies.

Maintain janitorial closets in a neat and professional manner. Keep well stocked.

Cleaning Hours: Between 4:30PM and 7:00AM Monday through Friday

Rate Sheet

Osgood Cleaning Services LLC

Monthly price, yearly price, and a three (3) year contract total price

- Year 1 August 1 2023-July 31 2024 \$5,500.00 monthly \$66,000.00 yearly
- Year 2 August 1 2024-July 31 2025 \$5,500.00 monthly \$66,000.00 yearly
- Year 3 August 1 2025-July 31 2026 \$5,500.00 monthly \$66,000.00 yearly
- 3 year total = \$198,000.00

Billing is to be submitted monthly on the last scheduled cleaning day of that month. City of Fargo will remit payment within 30 days of receipt of invoice. Please include reference number RFP23103 on monthly invoice.

Amendment to the agreement

This amendment (the “Amendment”), effective August 1st, 2026 (“Effective Date”), is entered into by and between Osgood Cleaning Services LLC (the “Vendor”), having a principal place of business at 5675 26th Ave S, Suite 104, Fargo, ND 58104, and City of Fargo (the “City”), a North Dakota municipal corporation, having a principal place of business at 225 4th Street North, Fargo, North Dakota 58102 (each a “Party” and collectively, the “Parties”).

The parties mutually agree to amend the Agreement as follows:
Term extension for 2 years with updated negotiated rates:

- Year 1 August 1, 2026-July 31, 2027 \$6,010.00 monthly \$72,120.00 yearly
- Year 2 August 1, 2027-July 31, 2028 \$6,190.00 monthly \$74,280.00 yearly

Building Location and Information:

Fargo Police Department Headquarters: 105 25th Street North, Fargo ND, 58102

- 2 story structure
- 52,000 sq. feet total
- 41,500 sq. feet of carpet
- 10,500 sq. feet of hard surfaces
- 11 bathrooms containing 31 toilets, and 17 sinks
- 2 locker rooms containing 15 toilets, 9 sinks, and 9 showers
- Decontamination room
- Breakroom containing 4 sinks
- 56 offices, workrooms, conference rooms and storage areas
- 35x40 sq. ft. elevated gym in garage area
- 5 stairwells, and 1 elevator

Osgood Cleaning Services LLC address change: 5675 26th Ave S, Suite 104, Fargo, ND, 58104

Except as set forth in this Amendment, the Agreement is unaffected and shall continue in full force and effect in accordance with its terms. If there is conflict between this Amendment and the Agreement or any earlier amendment, the terms of this Amendment shall prevail.

This Amendment and each party's obligations shall be binding on the respective party and its representatives, assigns, and successors.

IN WITNESS WHEREOF, City and Osgood Cleaning Services LLC have caused this Agreement to be duly executed as of the date first above written.

CITY OF FARGO

BY _____

Joshua Boschee, Mayor

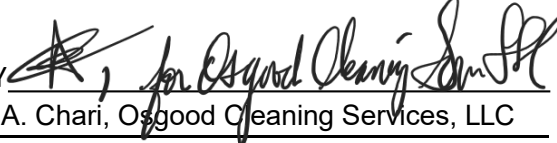
DATE: _____

ATTEST:

BY _____

Angie Bear, Deputy City Auditor

OSGOOD CLEANING SERVICES LLC

BY  _____
A. Chari, Osgood Cleaning Services, LLC

DATE: _____



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 15, 2026

FAHR did not meet on July 13th; however, we are providing the following for your consideration.

Action Needed: Transit – Request to Sell or Dispose of City Asset

Public Health – G25.727 93.898 Partial; Grant Award

Public Health – G25.674 Grant Award from NDDHHS & Budget Adjustment



FAHR Staff Meeting

Location: Meadowlark Room – Microsoft Teams

Date: July 13th, 2026

Time: 9:00AM

WELCOME

Page

A. NEW BUSINESS:

- | | |
|---|-----|
| A. Transit – Request to Sell or Dispose of City Asset | 1 |
| B. Public Health – G25.727 93.898 Partial Grant Award | 2-5 |

B. BUDGET ADJUSTMENT:

- | | |
|--|-----|
| A. Public Health – G25.674 Grant Award from NDDHHS | 6-8 |
|--|-----|

C. OTHER:

D. ADJOURN:

- Next Meeting: July 27th, 2026



DATE: July 13, 2026
TO: FAHR Committee
FROM: Jordan Smith, Assistant Transit Director – Fleet and Facilities
RE: Request to Sell or Dispose of City Assets at Online Auction

Transit respectfully requests authorization to sell or dispose of a City-owned asset through Govdeals online auction. The vehicle will be publicly auctioned through the Govdeals auction network. Govdeals has proven successful and reliable services to City of Fargo operations.

Asset slated for disposal:

- 2017 Dodge Journey, VIN 3C4PDDAG8HT600348, Asset Number: 12825

Background

The vehicle proposed for disposal is approaching the end of its useful life as identified in MATBUS's Transit Asset Management (TAM) Plan, which is required by the Federal Transit Administration (FTA). The vehicle was originally purchased using local funds and is not subject to any federal funding or disposition requirements.

The vehicle currently requires extensive repairs to remain in service. After evaluating the anticipated repair costs and the vehicle's remaining service life, staff determined that replacing the vehicle is the most practical and cost-effective option. Disposal of the existing vehicle and procurement of a replacement will provide a more reliable asset while avoiding significant investment in a vehicle nearing the end of its useful life.

Suggested Motion:

Move to authorize the Transit Department to offer the vehicle on Govdeals auction services with the proceeds to go back into the Transit Capital account.



M E M O R A N D U M

TO: BOARD OF CITY COMMISSIONERS

FROM: JENN FAUL 
DIRECTOR OF PUBLIC HEALTH

DATE: JULY 13, 2026

**RE: NOTICE OF GRANT AWARD FROM ND DEPARTMENT OF
HEALTH AND HUMAN SERVICES FOR THE *WOMEN'S WAY*
PROGRAM.
NO: G25.727 CFDA: 93.898 PARTIAL
FUNDS: \$102,915
EXPIRES: 06/29/2027**

The attached notice of grant award from ND Department of Health and Human Services is Fargo Cass Public Health to continue to administer and manage *Women's Way* to conduct ND Breast and Cervical Cancer Early Detection Program.

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 G25.727	CFDA Name WW Fed: Cancer Prevention and Control for States, Territorial, and Tribal Organizations. WW Special: Not applicable.		CFDA Number WW Fed: 93.898 for \$79,275 WW Special: Not applicable for \$23,640
FAIN Number WW Fed: NU58DP007108 WW Special: Not applicable	Grant Type (Check One) ☒ Program ☐ R&D	Grant Start Date 6/30/2026	Grant End Date 6/29/2027
Federal Award Date WW Fed: 6/24/2026 WW Special: Not applicable	Federal Awarding Agency WW Fed: United States Department of Health and Human Services WW Special: 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 <i>Women's Way</i>		North Dakota Department of Health and Human Services (NDDHHS) Project Code WW Fed: 4521 S251-OC-08 31: \$79,275 WW Special: 4521 S251-OC-08 32: \$23,640	
Grantee Name: Fargo Cass Public Health		Project Director: Susan Mormann	
Address: 1240 25th Street South		Address: 600 East Boulevard Avenue, Dept. 325	
City/State/ZIP Code: Fargo, ND 58103-2367		City/State/ZIP Code: Bismarck, ND 58505-0250	
Contact Name: Louisa Bergman		Contact Name: Paulette DeLeonardo	
Telephone Number: 701-298-6918		Telephone Number: 701-328-2479	
Email Address: L.Bergman@FargoND.gov		Email Address: pdeleonardo@nd.gov	
	NDDHHS Cost Share	Grantee Cost Share	Total Costs
Amount Awarded	\$102,915	\$0	\$102,915
Previous Funds Awarded	\$0	\$0	\$0
Total Funds Awarded	\$102,915	\$0	\$102,915
Indirect Rate (Check One)	☐ Subrecipient waived indirect costs	☐ De minimis rate of _____% (limited to 15%)	☐ Negotiated/Approved rate of _____%
Scope of Service Grantee will administer and manage <i>Women's Way</i> to conduct the North Dakota Breast and Cervical Cancer Early Detection Program within its mutually agreed-upon service area. Grantee will follow the <i>Women's Way</i> Local Coordinating Unit (LCU) Policy and Procedure Manual. Grantee will attend the bi-monthly teleconferences, the annual local coordinating unit meeting and/or any mandatory training required by the state office. Screening goals, including patient navigation only and priority populations, provider-clinic consultations, and community-clinical linkages, are further defined in Attachment A.			
Reporting Requirements Reporting requirements are defined in Attachment A.			
Special Conditions The Department must pre-approve all materials developed using <i>Women's Way</i> funds and/or logo. Note: Healthcare reform and state appropriations may affect the funding available in subsequent periods. 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 07/09/2026	Signature 	Date	Signature
Typed Name/Title of Authorized Representative Jennifer Faul, Director of Fargo Cass Public Health		Typed Name/Title of Authorized Representative Susan M. Mormann, Unit Director Health Promotion & Chronic Disease Prevention	
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	

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.

G25.727

Fargo Cass Public Health

ATTACHMENT A

SCOPE OF SERVICE

Grantee will use funds solely to administer and manage *Women's Way* to conduct the North Dakota Breast and Cervical Cancer Early Detection Program (BCCEDP).

Screening Goals

In response to shifts in screening behaviors following the COVID-19 pandemic, *Women's Way* is intensifying its efforts to recruit new clients and populations of concern. Data is submitted monthly and shared with each local coordinating unit to track progress toward goals, monitor recruitment efforts, and measure completed screenings. These data help guide the program to ensure that resources are aligned with the cultural and linguistic needs of the communities served.

- The minimum screening goal is 310 women, consisting of 263 program-eligible women receiving screening services and 47 patient navigation-only (PN-only) women. Within this goal, the Grantee must serve at least five BCCEDP American Indian women, three American Indian PN-only women, 34 BCCEDP Hispanic women, and a minimum of two Hispanic PN-only women.
- Based on the requirement that at least 25 percent of screened BCCEDP clients may require diagnostic follow-up, the Grantee should anticipate providing follow-up services for approximately 66 clients with abnormal screening results.
- Clients aged 39 or younger who receive breast-only BCCEDP screening services and/or follow-up services for abnormal screening results are limited to 10 percent of the Grantee's screening goal, not to exceed 31 clients.
- Grantee is expected to recruit and enroll new women who meet *Women's Way* eligibility or PN-only criteria. The minimum new client enrollment goal is 20 percent of the total screening goal, or 62 new clients.

Total Screen Goal	BCCEDP FF-PAID	PN-ONLY	AI Total	AI BCCEDP FF-PAID	AI PN-ONLY	Hispanic Total	Hispanic BCCEDP FF-PAID	Hispanic PN-ONLY	Dx ≈25%	Age ≤39 Max ≤10%	New Clients ≥20%
310	263	47	8	5	3	36	34	2	66	31	62

Provider-Clinic Consultations to Ensure Quality and Appropriate Services for Enrolled Clients

Grantee shall maintain relationships with qualified local healthcare providers (HCPs) within its mutually agreed upon service area to ensure quality and appropriate services for enrolled *Women's Way* clients.

- Ensure all healthcare professionals, clinics, and facilities that will submit claims for *Women's Way* clients have signed a Provider Cooperative Agreement with the North Dakota Department of Health and Human Services before providing services for *Women's Way* clients.
- Grantee will contact the State Office if an HCP is to be enrolled as a *Women's Way* provider.
- Grantee will inform HCPs that all claims for client healthcare services shall be submitted to the Third-Party Administrator for *Women's Way*. The Third-Party Administrator is BlueCross BlueShield of North Dakota (BCBSND). Grantee will inform HCPs that this requires a separate participation agreement with BCBSND, which is an independent entity.
- Assist the State Office in ensuring all enrolled HCPs have the current *Women's Way* "What's Covered" list (i.e., approved CPT codes).
- Remind HCPs to inform the *Women's Way* client if they are going to perform a procedure not covered by the program. Grantee will inform the HCPs that they should allow the client to decide if she desires to have any procedures other than *Women's Way* covered services, since she will be liable for those costs.
- Assist the State Office in notifying all appropriate HCP personnel that the 12-digit ID number assigned to each client is their identification/benefit number and is required on all claim forms submitted to BCBSND for reimbursement.
- Grantee shall facilitate building capacity for local staff and HCPs to ensure compliance with *Women's Way* policies and practices. It is recommended that information be shared via phone or videoconferencing, with no fewer than six provider-clinic consultations occurring in person.

Community-Clinical Linkages to Aid Patient Support and Increase Cancer Screening

Clinical-Community Linkages (CCLs) help connect healthcare providers, community organizations, and public health agencies to support community access to resources that help prevent, manage, or reduce cancer risks and other chronic diseases. The goals of CCL include the following:

- Develop partnerships across public health, communities, and healthcare professionals.
- Promote healthy behaviors and environments by coordinating healthcare delivery, public health, and community-based activities.
- Encourage community engagement in coordinating services and developing linkages.

The community sector is composed of organizations that provide services, programs, or resources to community members in non-healthcare settings. Examples may include community pharmacies (as opposed to a pharmacy in a healthcare setting, such as a hospital), employers, faith-based organizations, community centers, salons and barbershops, and nonprofit organizations such as the YMCA.

The clinical sector is composed of organizations that provide services, programs, or resources directly related to medical diagnoses or treatment of community members by healthcare workers (e.g., physicians, nurses, nursing assistants, physical therapists, emergency medical service personnel, dentists, pharmacists, laboratory personnel) in healthcare settings. Examples may include community clinics, single practices, group clinics, rural clinics, Qualified Health Centers (e.g., community health centers, public housing, primary care programs, migrant health centers), and hospitals.

Grantee agrees to facilitate no fewer than four community-clinical linkage events/strategies per program year.

- Conduct community outreach, provide patient education about risk factors and preventive health behaviors, identify eligible women for screening, and address barriers to care.
- Navigate women to community resources, medical homes, or healthcare systems for cancer screening, diagnostic, and/or treatment resources.
- Work with community partners to reach disparate populations and use culturally appropriate interventions tailored to the communities for which they are intended.
- Facilitate or refer to Medicaid Expansion or health insurance enrollment, if applicable. Track and report the number of women referred.

COLLABORATION EFFORTS

Grantee will facilitate collaboration with other chronic disease and public health programs by including questions about food insecurity, housing insecurity, high blood pressure, diabetes, and colorectal cancer screening when enrolling or re-enrolling clients. This information will be entered into the Cancer Screening and Tracking System (CaST) in the individual's baseline information.

REPORTING REQUIREMENTS

Accurately completed forms, navigation encounters, provider-clinic consultations, and the monthly electronic submission of up-to-date data from the *Women's Way* data system (CaST) will be submitted by the 5th of the following month.

Grantee agrees to submit completed evaluation reports via Qualtrics as requested.

Grantee agrees to submit monthly reimbursement requests electronically through the Program Reporting System (PRS) by the last day of the following month, with the exception of June reimbursement requests.

The request for reimbursement (RFR) for June 30, 2026, must be received by the Department on or before July 14, 2026. The final RFR for the period of June 1-29, 2027, must be received by the Department on or before July 14, 2027. Submission dates are determined to allow the necessary time to process all reimbursement requests.

Reimbursement will be based on expenditures outlined in the Grantee's approved budget and processed upon Department receipt and approval of the RFR, supporting documentation, and CaST data.

Failure to make adequate progress toward screening and service goals or submit the required reports and electronic reimbursement requests by the stated deadline will result in the re-evaluation of services and funding.



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 20, 2026

**RE: NOTICE OF GRANT AWARD FROM ND DEPARTMENT OF
HEALTH AND HUMAN SERVICES FOR SUN SAFETY –
MULTIFACETED APPROACH.
NO: G25.674 CFDA: NA
FUNDS: \$2,000
EXPIRES: 12/31/2026**

The attached notice of grant award from ND Department of Health and Human Services is for Sun Safety – Multifaceted Approach Project.

BUDGET ADJUSTMENT

REVENUE ACCOUNT	AMOUNT
101-0000-361-61-28	\$2,000

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 G25.674	CFDA Name Not Applicable	CFDA Number Not Applicable	
FAIN Number Not Applicable	Grant Type (Check One) ☒ Program ☐ R&D	Grant Start Date 6/30/2026	
Federal Award Date Not applicable	Grant End Date 12/31/2026		
Federal Awarding Agency 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 Sun Safety – Multifaceted Approach	North Dakota Department of Health and Human Services (NDDHHS) Project Code 4521 S251-OC-08 34		
Grantee Name Fargo Cass Public Health	Project Director Annette D. Clark		
Address 1240 25 th St South	Address 600 East Boulevard Avenue, Dept. 325		
City/State/ZIP Code Fargo, ND 58103-2367	City/State/ZIP Code Bismarck, ND 58505-0250		
Contact Name Abby Lange, Health Promotion Director	Contact Name Annette D. Clark		
Telephone Number 701-241-8576	Telephone Number 701-328-9460		
Email Address ALange@FargoND.gov	Email Address adclark@nd.gov		
	NDDHHS Cost Share	Grantee Cost Share	Total Costs
Amount Awarded	\$2,000	\$0	\$2,000
Previous Funds Awarded	\$0	\$0	\$0
Total Funds Awarded	\$2,000	\$0	\$2,000
Indirect Rate (Check One)	☒ Subrecipient waived indirect costs	☐ De minimis rate of _____ % (limited to 15%)	☐ Negotiated/Approved rate of _____ %
Scope of Service Grantee will provide supportive sun safety education and preventive cancer recommendations and will purchase sun safety supplies and materials to disseminate at community outreach events and locations. Grantee will participate in virtual meeting calls for project updates and technical assistance as needed or as required by the Department.			
Reporting Requirements Grantee will provide an interim written progress report of activities completed by September 30, 2026. Grantee will provide a final written progress report of activities completed by December 31, 2026. Grantee will submit an expenditure report at least quarterly via the Program Reporting System (PRS). Expenditure report for June 30, 2026 must be received by July 15, 2026. Final expenditure report for the period ending December 31, 2026 must be received by January 15, 2027. Reimbursements will be processed upon the Department's approval of expenditure reports and progress reports of services completed.			
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 07/08/2026	Signature 	Date	Signature
Typed Name/Title of Authorized Representative Jenn Faul, Director of Public Health		Typed Name/Title of Authorized Representative Jesse L. Tran, PhD, MBA, Assistant Unit Director Health Promotion & Chronic Disease Prevention	
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 Administrator	

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 : HE25
DATE PREPARED:	7/6/2026	Grant Number: G25.674
DESCRIPTION OF REQUEST:	Notice of Grant Award for Sun Saftety. Grant award is \$2000 for 2026. We will purchase sun safety supplies and materials to disseminate at community events.	

REVENUE ACCOUNT NUMBER:	CURRENT BUDGET	REQUESTED ADJUSTMENT	NEW BUDGET
101-0000-361-61-28	\$ -	\$ 2,000	\$ 2,000
	+	= \$	-
	TOTAL REVENUE ADJUSTMENTS:	\$ 2,000	

EXPENSE ACCOUNT NUMBER:	CURRENT BUDGET	REQUESTED ADJUSTMENT	NEW BUDGET
101-6035-451-61-40	\$20,200	\$2,000	= \$ 22,200
			= \$ -
			= \$ -
			= \$ -
			= \$ -
	+		= \$ -
	TOTAL EXPENSE ADJUSTMENTS:	\$ 2,000	

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 *JF*
DIRECTOR OF PUBLIC HEALTH

DATE: JULY 20, 2026

**RE: NOTICE OF GRANT AWARD FROM ND DEPARTMENT OF
HEALTH AND HUMAN SERVICES FOR LOCAL PUBLIC
HEALTH UNIT TOBACCO PREVENTION AND CONTROL
PROGRAM.**
NO: G25.800 CFDA: NA
FUNDS: \$577,231
EXPIRES: 06/30/2027

The attached notice of grant award from ND Department of Health and Human Services is for Tobacco Prevention and Control Program at Fargo Cass Public Health.

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 G25.800	CFDA Name Not Applicable		CFDA Number Not Applicable
FAIN Number Not Applicable	Grant Type (Check One) ☒ Program ☐ R&D	Grant Start Date 7/1/2026	Grant End Date 6/30/2027
Federal Award Date Not Applicable	Federal Awarding Agency 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 Local Public Health Unit Tobacco Prevention and Control Program	North Dakota Department of Health and Human Services (NDDHHS) Project Code: 4521 Z684-OC-00 31		
Grantee Name Fargo Cass Public Health	Project Director Neil Charvat		
Address: 1240 25 th St S	Address: 600 E. Boulevard Ave., Dept. 325		
City/State/ZIP Code: Fargo, ND 58103-2367	City/State/ZIP Code: Bismarck, ND 58505-0250		
Contact Name: Jen Faul	Contact Name: Abby Erickson		
Telephone Number: 701-241-1380	Telephone Number: 701-328-3337		
Email Address: JFaul@FargoND.gov	Email Address: abbyerickson@nd.gov		

	NDDHHS Cost Share	Grantee Cost Share	Total Costs
Amount Awarded	\$577,231	\$0	\$577,231
Previous Funds Awarded	\$0	\$0	\$0
Total Funds Awarded	\$577,231	\$0	\$577,231
Indirect Rate (Check One)	☐ Subrecipient waived indirect costs	☒ De minimis rate of 10 % (limited to 15%)	☐ Negotiated/Approved rate of %

Scope of Service

Grantee will implement Tobacco Prevention and Control Program (TPCP) services in accordance with the Grantee's TPCP work plan and budget as approved by the North Dakota Department of Health and Human Services (Department). Grantee will follow the current *North Dakota Comprehensive Tobacco Prevention and Control State Plan based on Centers for Disease Control and Prevention (CDC) Best Practices for Comprehensive Tobacco Control Programs 2014*. Grantee will submit any requests for use of the NDQuits logo or URL (i.e. newspaper, newsletter, ads, banners, signs, etc.) to the Department for approval prior to publication. Grantee will submit any media produced with TPCP funding to the Department to allow sharing of media resources by all grantees.

Reporting Requirements

Grantee must submit at least quarterly requests for reimbursement via the Program Reporting System (PRS) by the 15th of the following month. Grantee must submit a quarterly progress report of activities completed as described in the Grantee's approved work plan and budget. Final request for reimbursement for the period ending June 30, 2027, must be received by July 15, 2027. Reimbursements will be processed upon Department approval of requests for reimbursement and progress reports.

Special Conditions

NDQuits Medication Assistance Program (MAP) is designed to assist the Department's Regional Behavioral Health Clinics (BHC) provide more effective nicotine dependence treatment services for North Dakotans. MAP funds are part of the Center for Medicare and Medicaid Services (CMS) Medicaid quitline match designated for use to assist BHCs with tobacco treatment and are not factored into the standard 25% budget flexibility allowances.

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 07/14/2026	Signature 	Date	Signature
Typed Name/Title of Authorized Representative Jenn Faul, Director of Public Health		Typed Name/Title of Authorized Representative Susan M. Mormann, Unit Director Health Promotion & Chronic Disease Prevention	
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: GRANT LARSON *GL*
ENVIRONMENTAL HEALTH DIRECTOR

DATE: JULY 20, 2026

**RE: TATTOOS, BODY ART, AND BODY PIERCING – ARTICLE
25-33**

Staff at Fargo Cass Public Health request the direction of the City of Fargo Attorney's office to review and revise the Tattoo, Body Art, and Body Piercing - Article 25-33.

The primary intent for revision is to incorporate the amended NDAC 33-41-01 Tattoo and Body Art Standards into the current City of Fargo ordinance Article 25-33.

If you have any questions, please contact me at 701.241.1388.

Suggested Motion:

Move to direct the City of Fargo Attorney's office to work with the Environmental Health Division to review and revise the Tattoo, Body Art, and Body Piercing, - Article 25-33.

GL/ILs



M E M O R A N D U M

TO: BOARD OF CITY COMMISSIONERS

FROM: GRANT LARSON *GL*
ENVIRONMENTAL HEALTH DIRECTOR

DATE: JULY 20, 2026

RE: LODGING ORDINANCE – ARTICLE 13-14

Staff at Fargo Cass Public Health request the direction of the City of Fargo Attorney's office to review and revise the Lodging Ordinance, Article 13-14.

The primary intent for revision is to incorporate the amended NDAC 33-39-01 Lodging Establishment Sanitation Standards which were approved by the North Dakota Legislative Council, effective April 1, 2026.

If you have any questions, please contact me at 701.241.1388.

Suggested Motion:

Move to direct the City of Fargo Attorney's office to work with the Environmental Health Division to review and revise the Lodging Ordinance, Article 13-14.

GL/ILs



M E M O R A N D U M

TO: BOARD OF CITY COMMISSIONERS

FROM: GRANT LARSON *GL*
ENVIRONMENTAL HEALTH DIRECTOR

DATE: JULY 20, 2026

RE: RECREATIONAL AQUATIC FACILITIES – ARTICLE 13-10

Staff at Fargo Cass Public Health request the direction of the City of Fargo Attorney's office to review and revise the Recreational Aquatic Facilities, Article 13-10.

The intent of this revision is to update the appropriate oversight of aquatic facilities which have been modified since the adoption of the current ordinance, Article 13-10.

If you have any questions, please contact me at 701.241.1388.

Suggested Motion:

Move to direct the City of Fargo Attorney's office to work with the Environmental Health Division to review and revise the Recreational Aquatic Facilities, Article 13-10.

GL/lls



Memorandum

DATE: July 20, 2026
TO: Mayor and Board of City Commissioners
FROM: Shawn Ouradnik, Inspections Director
SUBJECT: Dangerous Building demo agreement for 115 6 Ave N(RFP26210)

Background:

On July 14, 2026 # OF PROPOSALS demolition proposals (RFP26210) for the removal of the structure at 115 6 Ave N, Fargo, ND 58102 were received.

Wester Excavation	\$85,000
Industrial Builders, Inc.	\$107,000
Pioneer LLC	\$47,200
Master Construction Co. Inc.	\$52,000
LinnCo, Inc.	\$129,000
Earthworks Services, Inc.	\$73,000

The review committee consisting of Jeff Hett, Bill Thompson, and Shawn Ouradnik evaluated and determined which proposals met the specifications required. Based on this review, the review committee recommends awarding the contract to Pioneer LLC. The selection of the contractor is based upon completeness of proposals, responsiveness, and willingness to coordinate with the City of Fargo on defined timelines. This is in accordance with the 2024 International Property Maintenance Code (IPMC) Section 111.3.

RECOMMENDED MOTION: To accept recommendation of the review committee, award the project to Pioneer LLC and enter into the Agreement for Property Demolition for RFP26210 as drafted by the City Attorney and the Building Inspections Department.

PROPOSAL FORM

Building Demolition 115 6 Ave N
City of Fargo – Inspections Department

Company Name: Western Excavation

Company Address: 995 You Betcha Drive Horace, North Dakota

Address of Demolition work to be performed: 115 6th Avenue North

Cost:

Demolition to include demolition, removal and dispose
of structure, basement, foundation, remaining contents: \$ 50,500.00

Sewer and water cap in boulevard until spring when
they can be capped in the street:

To include Street repair and traffic control: \$ 10,000.00

Lot to be filled, compacted and brought to grade
for proper drainage: \$ 17,000.00

Seeding, fertilizing, and hydro mulching: \$ 2,500.00

Clearing of trees per Forestry notes: N/A

Asbestos Allowance: \$ 5,000.00

Additional items: \$ 0.00

TOTAL COST: \$ _____

[] Contractors License number: 000047362

By: Jamison Gehrig
(Name)

Jamison Gehrig
(Signature)
Digitally signed by Jamison Gehrig
DN: C=US, E=jamison@westernexcavationnd.com,
O=Western Excavation, CN=Jamison Gehrig
Date: 2026.07.14 14:38:49-05'00'

Project Manager jamison@westernexcavationnd.com 701-388-6533
(Title) (Email) (phone)

PROPOSAL FORM

Building Demolition 115 6 Ave N
City of Fargo – Inspections Department

Company Name: Industrial Builders, Inc.

Company Address: PO Box 406, Fargo, ND 58107

Address of Demolition work to be performed: 115 6th Ave. N, Fargo, ND

Cost:

Demolition to include demolition, removal and dispose
of structure, basement, foundation, remaining contents: \$ 64,000.00

Sewer and water cap in boulevard until spring when
they can be capped in the street:
To include Street repair and traffic control: \$ 24,000.00

Lot to be filled, compacted and brought to grade
for proper drainage: \$ 10,000.00

Seeding, fertilizing, and hydro mulching: \$ 4,000.00

Clearing of trees per Forestry notes: N/A
\$ 5,000.00

Asbestos Allowance: \$ 0.00

Additional items: None \$ 0.00

TOTAL COST: \$ 107,000.00

[] Contractors License number: 214 Class A

By: Brian Meyer Brian Meyer
(Name) (Signature)

Sr. Project Manager brian@industrialbuilders.com 701-541-2936
(Title) (Email) (phone)

PROPOSAL FORM

Building Demolition 115 6 Ave N
City of Fargo -- Inspections Department

Company Name: Pioneer LLC

Company Address: 4041 36th Ave S. Fargo, ND 58104

Address of Demolition work to be performed: 115 6th Ave N

Cost:

Demolition to include demolition, removal and dispose
of structure, basement, foundation, remaining contents: \$ 15,300

Sewer and water cap in boulevard until spring when
they can be capped in the street:

To include Street repair and traffic control: \$ 23,100

Lot to be filled, compacted and brought to grade
for proper drainage:

\$ 7,260

Seeding, fertilizing, and hydro mulching:

\$ 1540

Clearing of trees per Forestry notes:

N/A

Asbestos Allowance:

\$ 5,000

Additional items: _____

\$ _____

TOTAL COST:

\$ 47,200

[] Contractors License number: 59006

By: Anthony Hare
(Name)


(Signature)

Project Manager
(Title)

thare@pioneerfargo.com
(Email)

(218) 443-6546
(phone)

PROPOSAL FORM

Building Demolition 115 6 Ave N
City of Fargo – Inspections Department

Company Name: MASTER CONSTRUCTION CO INC

Company Address: 1572 45TH ST N. FARGO ND

Address of Demolition work to be performed: 115 6TH AVE N.

Cost:

Demolition to include demolition, removal and dispose
of structure, basement, foundation, remaining contents: \$ 32,000.00

Sewer and water cap in boulevard until spring when
they can be capped in the street:

To include Street repair and traffic control: \$ 10,000.00

Lot to be filled, compacted and brought to grade
for proper drainage:

\$ 4,000.00

Seeding, fertilizing, and hydro mulching:

\$ 1,500.00

Clearing of trees per Forestry notes:

N/A

Asbestos Allowance:

\$ 5,000.00

Additional items: N/A

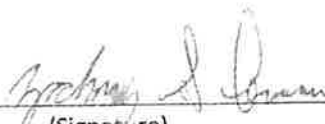
\$ N/A

TOTAL COST:

\$ 52,500.00

[] Contractors License number: 1442

By: ZACHARY S. IVERSON
(Name)


(Signature)

PROJECT MANAGER
(Title)

ZACH.MASTERCONSTRUCTION@gmail.com
(Email)

701-799-1442
(phone)

PROPOSAL FORM

Building Demolition 115 6 Ave N
City of Fargo – Inspections Department

Company Name: LinnCo, Inc.

Company Address: 7316 Ridgewood Rd, St Cloud, MN 56303

Address of Demolition work to be performed: 115 6th Ave N, Fargo, ND

Cost:

Demolition to include demolition, removal and dispose
of structure, basement, foundation, remaining contents: \$ 89,000.00

Sewer and water cap in boulevard until spring when
they can be capped in the street:

To include Street repair and traffic control: \$ 20,000.00

Lot to be filled, compacted and brought to grade
for proper drainage:

\$ 11,500.00

Seeding, fertilizing, and hydro mulching:

\$ 3,500.00

Clearing of trees per Forestry notes:

N/A

Asbestos Allowance:

\$ 5,000.00

Additional items: N/A

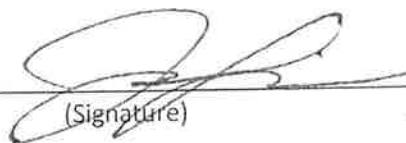
\$ N/A

TOTAL COST:

\$ 129,000.00

[] Contractors License number: 416000

By: John Linnemann
(Name)


(Signature)

Estimator/Project Manager
(Title)

john@linncoinc.com
(Email)

320-290-1511
(phone)

PROPOSAL FORM

Building Demolition 115 6 Ave N
City of Fargo – Inspections Department

Company Name: Earthwork Services Inc.

Company Address: 345 12th Ave NE Wot Fargo ND 58078

Address of Demolition work to be performed: 115 6th Ave N

Cost:

Demolition to include demolition, removal and dispose
of structure, basement, foundation, remaining contents: \$ 35,000.00

Sewer and water cap in boulevard until spring when
they can be capped in the street:

To include Street repair and traffic control: \$ 24,000.00

Lot to be filled, compacted and brought to grade
for proper drainage:

\$ 4,000.00

Seeding, fertilizing, and hydro mulching:

\$ 5,000.00

Clearing of trees per Forestry notes:

N/A

Asbestos Allowance:

\$ 5,000.00

Additional items: _____

\$ _____

TOTAL COST:

\$ 73,000.00

[] Contractors License number: 46948

By:

(Name)

Joe Erickson

(Signature)

[Signature]

(Title)

Project Manager

(Email)

joe.erickson@esi-nd.com

(phone)

(701) 561-8957

AGREEMENT FOR PROPERTY DEMOLITION

This AGREEMENT FOR PROPERTY DEMOLITION (hereinafter "Agreement") is entered into between the **CITY OF FARGO**, a North Dakota municipal corporation, whose address is 225 4th Street North, Fargo, North Dakota, 58102 (hereinafter "City"), and **Pioneer LLC**, a North Dakota Limited Liability Company, whose address is 4041 36th Ave S Fargo, ND 58104 (hereinafter "Contractor").

NOW, THEREFORE, in consideration of the mutual terms, covenants, conditions, and agreements contained herein, it is hereby agreed by and between the parties as follows:

1. Contractor is hereby awarded the Contract to demolish **115 6 Avenue North, Fargo ND, 58102** ("Demolition Property"), in accordance with the attached Request for Proposals (RFP26210) Specifications, attached hereto as Exhibit A. 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 RFP Specifications, and Pioneer LLC (form attached hereto as Exhibit B). In addition, Contractor must provide a Certificate of Insurance and Contract Bond or similar documents acceptable to the City; all of which are incorporated by reference and made part of this Agreement.

2. Contractor must abide by all applicable laws. Contractor agrees to indemnify and hold harmless the City from and against any and all liability, damages, penalties, judgments, or claims of whatever nature arising from injury to person(s) or property upon the Demolition Property, including any person or property in or upon Demolition Property caused by the negligence of the Contractor or their servants or employees in carrying out or attempting to carry out this Agreement, 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 Agreement. 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 Agreement, 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 Agreement for the indemnity of the City. All property kept, maintained, or stored on Demolition Property shall be so kept, maintained and stored at the sole risk of Contractor.

3. Contractor shall commence work under this Agreement within thirty (30) days or at such other time as agreed 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 breach of contract, and the Contractor and surety shall be liable for the full amount of the Agreement. If, at any time during the prosecution of the work, in the opinion of the Inspections Building Official, Contractor is not employing the necessary resources to timely complete the Agreement, or performing in an unworkmanlike manner, City shall give Contractor and their surety five (5) days written notice to comply. Failure to comply may be deemed a breach of contract, and the Contractor and surety shall be liable on their bond for the full amount of the Agreement 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.

4. Neither the abandonment of this Agreement 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.

5. This Agreement has been made and entered into under the laws of the State of North Dakota, and said laws will control its interpretation. Any litigation arising out of this Agreement will be venued in State District Court in Cass County, North Dakota, and the parties waive any objection to venue or personal jurisdiction.

6. This Agreement constitutes the entire and complete agreement between the parties and supersedes any prior oral or written agreements between the parties. It is expressly agreed that there are no verbal understandings or agreements which in any way change the terms, covenants and conditions set forth herein, and that no modification of this Agreement and no waiver of any of its terms and conditions will be effective unless in writing and duly executed by the parties.

7. The effective date of this Agreement is the date of final signature by the undersigned entities.

[Signature pages to follow.]

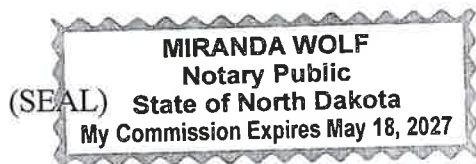
DATED this 15 day of July, 2026.

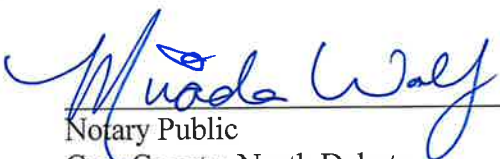
Pioneer LLC,
a North Dakota Limited Liability Company

By 
Its Project Manager

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

On this 15th day of July, 2026, before me, a notary public in and for said county and state, personally appeared Anthony Hare, to me known to be the person identified herein, described in and who executed the within and foregoing instrument, and acknowledged to me that they executed the same.




Notary Public
Cass County, North Dakota

DATED this ____ day of _____, 2026.

CITY OF FARGO,
a North Dakota municipal corporation

By _____
Josh 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 TIMOTHY J. MAHONEY and STEVEN SPRAGUE, to me known to be the Mayor and Auditor of the City of Fargo, described in and who executed the within and foregoing instrument, and acknowledged to me that they executed the same.

(SEAL)

Notary Public
Cass County, North Dakota



**Request for Proposal
for Building Demolition Rebid
(RFP26210)**

RFP Close: July 14, 2026 at 4:00 PM

Issued By:

**City of Fargo Inspections Department
225 4th Street North
Fargo, ND 58102**

Proposals must be submitted to: www.fargond.bonfirehub.com
Please contact Bonfire Support@GoBonfire.com for technical questions related to your submission.

Exhibit A

City of Fargo Inspections Department is issuing a Request for Proposals (RFP) for

"Building Demolition Rebid"

Demolition of Structure address:

**115 6 Avenue North
Fargo, ND 58102**

Qualified firms interested in responding to the RFP shall submit

proposals online at fargond.bonfirehub.com/ no later than:

4:00 P.M. Central Standard Time on July 14, 2026, named "Building Demolition Rebid".

CITY OF FARGO SPECIFICATIONS BUILDING DEMOLITION

PART 1 - GENERAL

The work to be done under these Specifications shall include all labor, materials, equipment and services necessary to complete all demolition work of a structure located at:

115 6 Avenue North

The City reserves the right to cancel this RFP in writing or postpone the date and time for submitting proposals at any time prior to the proposal due date. The City by this RFP does not promise to accept the lowest cost or any other proposal and specifically reserves the right to reject any or all proposals, to waive any formal proposal requirements, to investigate the qualifications and experience of any Proposer, to reject any provisions in any proposal, to modify RFP contents, to obtain new proposals, to negotiate the requested services and contract terms with any Proposer, or to proceed to do the work otherwise.

The City reserves the right to accept or reject any and all proposals that is in the best interest of the City.

Inspections Representative Contact

Jeffrey Hett
Phone number: 701-241-6793
JHett@FargoND.gov

Exhibit A

TIMEFRAME FOR PROJECT:

Request for Proposal Available:	7/7/2026
Mandatory Pre-Proposal Meeting:	7/10/2026 @ 9 AM (Inspections Department at City Hall 225 4 St N)
Request for Proposal Due by:	7/14/2026 @ 4 PM
Selection approved by Commission:	7/20/2026
Permit secured by:	7/24/2026 @ 4PM
Asbestos sampling results deadline:	7/31/2026
Demolition of building(s) by:	9/4/2026

PART 2 – SCOPE OF WORK

2.1. PROTECTION OF EXISTING FACILITIES

The contractor shall, as soon as he receives a Notice to Proceed with the work, if not done previously, enter the premises and do any and all things necessary to protect the premises from damage by unauthorized persons.

The contractor shall protect all existing equipment, pavements, tracks, poles, pipes, utilities, etc., which are not affected by demolition work. All roofs and walls affected by demolition work shall be kept weather-tight. The contractor shall provide all shoring, bracing, tarps, temporary partitions, barricades, and/or other safety devices deemed necessary by the engineer for the protection of existing facilities.

2.2. OWNERSHIP OF PROPERTY

No right, title property or interest of any kind whatsoever in or to the land or premises upon which such buildings or structures stand, is created, assigned, conveyed, granted, or transferred to the contractor, or any other person or persons, except only the license and right of entry to remove such buildings and structures in strict accordance with the Contract.

Only such property may be salvaged by the contractor other than specified by the City of Fargo, and in the event of any doubt respecting the ownership of any particular property, the contractor shall request from the City of Fargo a written statement respecting its ownership.

All salvage becomes the property of the contractor, but storage of such materials and equipment of the project area will not be permitted except for the duration of the contract. After final grade is completed and all other work is finished, site shall be clean with no storage or debris.

Personal property of third persons or of occupants of building on the site shall not become the property of the contractor.

Exhibit A

2.3. RODENT EXTERMINATION

After the contractor has been awarded the bid and prior to commencing demolition work, the City of Fargo Health Department shall be contacted and proper action shall be taken, if necessary, for rodent extermination. If the Health Department determines that a rodent problem exists, the contractor shall hire an approved exterminator for removal of the rodent problem, the costs of which shall be handled as an extra to the contract with the costs being assessed against the property.

2.4. DEMOLITION REQUIREMENTS

The work under this contract shall consist of the following:

A. Demolition and removal of all structures on the site as stated here:

Wood Framed 1900 constructed 1 ½ story home with attached one stall garage, exterior junk, and driveway on south side of garage. Water line to be capped at the main. Sewer line to be capped at the west property line.

- **Approach, fences, and public sidewalk to remain**
- **Street over waterline is concrete, waterline goes under 119 6th Ave N**
- **Sewer travels west and connects into 119 6th Ave N with a wye**

B. Removal of all exterior foundation walls and floors.

C. Removal of all other walls, partition walls, columns, piers, beams, or other projections, basement floors, and all footings.

D. Utility lines.

1) Remove and seal storm and/or sanitary sewer lines leading from buildings being demolished to the PVC portion in the boulevard.

1a) When buildings are demolished on lots that are adjacent to rivers, drains, or wetlands, additional measures shall be taken to seal the sanitary sewer. A bid item for "Sewer Service Closure" shall consist of excavating to the existing sewer service in the boulevard or designated location, installing a PVC cap on the street side of that sewer, and pumping a sand & cement grout into the river or "wet" side of the sewer service to provide a minimum 10-foot-long plug, followed by backfilling with the excavated material.

2) The City of Fargo Water Department, at no cost to the contractor, will shut off water at the curb box and remove water meters from the buildings upon receipt of notification from the contractor that the building or buildings have been vacated. The contractor shall be responsible for removal of all water lines from the building to the main water line in the street and cap.

3) The cost of shutting off the corporation valves and/or gate valves at the water main will be borne by the contractor and shall be to the satisfaction of the City of Fargo Water Department with written approval by them.

Exhibit A

4) Gas services shall be turned off at existing valves by and under the supervision of the utility company owning the service. Notification of termination of gas service shall be made to the appropriate division of Northern States Power Company. Gas will be shut off at the gas main in the street and all gas meters will be removed by the utility company at no cost to the contractor.

5) Disconnect electric wires as per rules and regulations of authorities having jurisdiction. Notification of termination of electric service shall be made to Northern States Power Company. Northern States Power Company will remove meters, poles, overhead wires, and transformers at no cost to the contractor.

6) Disconnect communication company wires such as telephone, television, internet, etc., as per rules and regulations of authorities having jurisdiction. Notification of termination of telephone service shall be made to the telephone company. The Telephone Company will remove poles and overhead wires, at no cost to the contractor. Any equipment or wires left by the Telephone Company within the building will be intentional on their part and will be removed by the contractor. The contractor must coordinate with the communication company as required.

7) The contractor shall arrange removal of any other wires.

8) Maintain and preserve utilities traversing premises as long as same are required.

E. Removal from the basement of all piping, boilers, or other fixtures, and all wood, furniture, rubbish, or other debris.

F. Removal of all concrete basement floors.

G. Remove all foundation walls, partition walls, footings, columns, piers, beams, or other projections from basements, cellars, and other excavations with the exception of exterior walls that lie on the boundaries formed by the adjoining streets and alleys.

H. All basements indicated shall be filled. Where excavations or open basements are not backfilled within 24 hours, the contractor will be required to encircle the open area by a standard snow fence, or equal type of fencing, for safety reasons.

I. Performance of all other incidental work necessary to fully complete the contract.

J. Walls over ten feet high of any width or length shall not remain standing after working hours unless adequate lateral support is provided.

K. Upon completion of demolition, sufficient filling and grading shall be done to bring the area of demolition up to the same level as open excavation perimeter and drainage provided per Section N below. Frozen fill is not allowed. The backfill will be of clay soil, compacted to a sufficient density so as not to allow voids, pooling of water, or slump in the future.

L. Materials: Topsoil, Fill, Seeding and Fertilizer

1) Topsoil - Import. Imported topsoil shall be fertile loamy material having a pH between 5.5 and 6.5 that is free from roots, vegetation or other debris of such size and quantity that prevents

Exhibit A

proper placement of the topsoil, free of stones, noxious weeds, seeds and/or other roots, and other debris.

2) Salvaged Topsoil. Topsoil that is stripped and reused on the site shall be free from roots, vegetation or other debris of such size and quantity that prevents proper placement of the topsoil, free of stones and clods over ½-inch in greatest dimension.

3) Clay Fill. Clay for fill material shall be cohesive and consist of material classified by ASTM D-2487 as CL or CH. Gradation shall not have less than 40% by weight passing the No. 200 sieve. The liquid limit (L.L.) shall be greater than 25% and plasticity index (P.I.) greater than 10 percent. The material shall be free of ice, snow, frozen earth, trash, debris, sod, roots, organic matter including silts which are unstable, inorganic materials too wet to be stable or stones larger than 3-inches in any dimension.

4) Seed. All seed shall be labeled in accordance with U.S. Department of Agriculture rules and regulations under the Federal Seed Act in effect on the date of the invitation to bids. Seed shall be furnished separately or in mixture in standard sealed containers. Damaged, wet, or moldy seed will not be accepted. All seed shall meet the minimum requirements for purity and germination. No purity or germination tolerance will be allowed. Weed seed shall not exceed 0.5% of the total mixture, and seed shall contain no noxious weed seed of the state from which seed is to be shipped.

4a) Type B- Parks, Boulevards, Private Property, Built-Up Areas:

<u>Kind of Seed</u>	<u>Percentage</u>		
	<u>by Weight</u>	<u>Purity</u>	<u>Germination</u>
Kentucky Bluegrass	60%	90%	85%
Creeping Red Fescue	10%	90%	85%
Fine Leaf Perennial Ryegrass	30%	95%	90%

Percent by weight shall be plus or minus 5% on all seed types.

Rate of Seeding = 220 Pounds Per Acre (5 Pounds Per 1,000 Sq. Ft.)

4b) Seeding Seasons. All seedbed preparation and seeding shall be done between the dates of April 15th and July 1st or between the dates of August 15th and September 15th or the contract deadline, whichever occurs first.

Any planting done between the dates of July 1st and August 15th will be allowed only with prior written permission of the Inspector and will be at the Contractor's own risk. The addition of 10 pounds of oats per acre to the specified amount of seed shall be added at no additional cost to the city. If the seeding fails to produce a uniform growth, the seeding shall be repeated until the required growth is achieved.

Dormant fall seeding will be allowed with approval from the Inspector. Typical times for dormant seeding are from late October to early November with the soil in a cool condition. No seed shall be sown on frozen ground.

Exhibit A

5) Fertilizer shall be a standard commercial grade product, free flowing and suitable for application with mechanical equipment, delivered in clean, sealed, moisture-proof & properly labeled containers bearing the name, trade name or trade mark and warranty of the producer. Fertilizers shall be recommended for grass, supplied separately or in mixtures. Fertilizer shall conform to all State and Federal regulations. All fertilizer shall contain slow release nitrogen in the form of inorganic chemicals amounting to at least 50% of the available nitrogen specified.

5a) Type A & Type B Seeding:

Starter Fertilizer: Fertilizer shall be 12-24-12 at an application rate of 220 pounds per acre (5 pounds per 1,000 sq. Ft.).

5b) Mulching – Type 1 (Hydro Mulch):

Hydro mulch shall be virgin wood fiber mulch for use in hydraulic planting, cooked cellulose fiber which shall have the property of dispersing readily in water and shall have no toxic effect when combined with seed or other materials. The mulch shall be treated with a tackifier to enhance mulch placement and adherence to the soil. A green colored dye which is nontoxic to plant growth shall be used. Wood cellulose fiber shall be packaged in new, labeled containers, shall have an equilibrium air-dried moisture content of 12% plus or minus 3% at time of manufacture, and shall have a pH range of 3.5 to 5.0. The homogenous slurry or mixture shall be capable of application with power spray equipment. Hydro mulch shall be applied at a rate of 2,000 pounds per acre (45 pounds per 1,000 sq. Ft.). No sawdust, straw mulch, or byproduct mulch will be allowed.

M. All rubbish, non-reusable fill, debris, equipment, etc., resulting from demolition work shall be removed from the premises during and/or upon the completion of work, leaving the site area acceptable to the satisfaction of the inspector.

N. Site restoration shall consist of fine grading the site to ensure positive drainage and conform to the surrounding sites. The contractor shall overlay the demolition site with black dirt and grass seed upon completion of the project. Seeding must be completed under suitable conditions as to encourage and maintain grass growth.

O. The contractor shall furnish the disposal site for all demolition materials. The disposal site shall be approved and/or certified to accept all materials from the demolition. For single family houses, all materials that are capable of being recycled, shall be recycled. Capable materials shall include but not be limited to steel, wiring, etc. Materials encased inside of walls, floors and floor/ceilings do not need to be removed prior to demolition.

P. The contractor shall take whatever steps necessary to control dust during demolition and removal. The contractor will monitor the haul road for debris. If required, water shall be sprayed to adequately wet the debris to control dust during the entire demolition process. The Contractor shall provide the watering equipment or obtain a water meter from the City of Fargo to connect to a fire hydrant to satisfy this requirement. The watering requirement will be waived if temperatures are below freezing.

All trucks hauling demolition debris shall be tarped, so construction debris is contained from the demolition site to the disposal site. The Contractor shall monitor & collect debris on the haul road associated with the demolition project.

Exhibit A

Q. Thermostats containing mercury must be disposed of into landfills, contingent upon acceptance by the landfill authority. Disposal is enhanced by covering the mercury containing device with soil before breaking the mercury container. This helps to bind the mercury with the soil rather than it being released to the atmosphere where the vapor poses a health concern. Any cost associated with the disposal of a thermostat containing mercury shall be included in the demolition bid item.

R. Permits & Notifications

The Contractor shall provide an anticipated construction schedule. If the construction schedule changes the Contractor shall be required to supply a revised schedule. It will be anticipated that demolition can be performed within 2 weeks of authorization.

The Contractor shall also be required to notify adjoining property owners 48 hours in advance of any parking restrictions/street closings affecting access to their property. This can be accomplished by posting temporary laminated signs in the vicinity of the closure/work zone.

The Contractor shall be responsible for obtaining all permits necessary for demolition of each structure. Permit costs shall be included in the Demolition bid item. Permits shall include but are not limited to:

- Obtaining a demolition permit from the City of Fargo Inspections Department. Water and sewer services to buildings to be demolished must be capped or provisions made as required by the City of Fargo prior to the issuance of a demolition permit. If alternative water and sewer disconnection is requested, a plan must be submitted for review.
- Obtaining all permits from the City of Fargo Engineering Department to transport equipment into and out of each site.
- Completing & submitting an Erosion & Sediment Control Permit from the City of Fargo Engineering Department.
- Completing & submitting an Asbestos Notification of Demolition and Renovation to the NDDOH if required; Must be submitted 10 working days prior to the demolition of the structure(s).

Submitting a Lead-Based Paint Notification of Abatement and Demolition Clearance to the NDDOH if required; Must be submitted 10 working days prior to the demolition of the structure(s). When submitting this form check yes in box III under the assumption that the structure has lead paint. Fill in all other areas of the form that apply.

S. Asbestos Testing

Required: ☒ Yes ☐ No

(EPA Requirement as per Jane Kangas, ND Department of Health)

Asbestos Notification of Demolition and Renovation forms must be completed by the Contractor and submitted to the North Dakota Department of Health if required.

If necessary the cost of testing, abating & monitoring required during demolition activities for compliance shall be included in the bid item for demolition.

- Asbestos allowance will not be factored into the low bid

Exhibit A

All abatement activities must be conducted in accordance with requirements set forth by the North Dakota Department of Health and the EPA's NESHAP Regulation. The City of Fargo shall not be held responsible if the Contractor fails to abide & comply with the guidelines as stated above.

T. Demolition of Structures with Asbestos: Required: X Yes No

- Asbestos allowance will not be factored into the low bid

Regulated asbestos containing materials must be abated prior to commencing demolition activities if required. Non-regulated category 1 non-friable asbestos may remain in place during demolition activities if the criteria listed in the Demolition Survey recommendations are adhered to.

The Contractor shall assign the removal of regulated asbestos containing materials to an asbestos removal Contractor licensed with the State of North Dakota. The Contractor shall submit to the City of Fargo documentation certifying that regulated asbestos was removed from the properties and shall follow all rules and regulations regarding asbestos removal.

The City of Fargo shall not be held liable for actions or damages caused by the Contractor or his subcontractors if asbestos is not properly removed & disposed during demolition activities. The Contractor shall notify the City of Fargo landfill when asbestos containing materials will be transported and disposed of at the landfill. The Contractor shall submit a waste manifest form to the landfill when disposing waste containing asbestos. The cost for all landfill tipping fees & subcontracting asbestos abatement shall be included in the bid item for demolition.

U. Lead Based Paint

The City of Fargo will not be requiring the Contractor to perform abatement of lead-based paint in any of the structures to be demolished or moved. After the structure & debris have been removed & the site is backfilled, the City will require that a risk assessor perform a visual inspection for any paint chips. Any paint chips found shall be removed from the site by the Contractor & disposed according to all applicable rules & regulations for lead paint disposal.

V. Miscellaneous Solid Waste (MSW)

The owner was notified of the demolition of this structure and should have removed all personal belongings from the property. However, some materials may have been left behind and will need to be removed by the Contractor during the demolition process. Disposal of all Miscellaneous Solid Waste (MSW) shall be incidental to the price bid for demolition. This shall also include any items that would need to be properly disposed at a hazardous waste facility.

The Contractor may deposit all hazardous waste material to the City of Fargo Household Hazardous Waste (HHW), if given prior approval by the manager of the HHW, at no charge during business hours. The City of Fargo HHW building is located at #606 43 1/2 Street North.

W. Clearing & Grubbing

Prior to topsoil stripping, all topsoil shall be made to be free from surface vegetation over six inches in height, trash, stones, and all other debris by clearing and grubbing. The Engineer will establish the limits for clearing and grubbing and designate all trees, shrubs, plants and other items that are to be removed. Unless otherwise specified, all material cleared and grubbed shall be disposed of at the City of Fargo Landfill.

Exhibit A

X. Tree Removal

The Inspections Representative, under direction of the forestry personnel, will mark all trees that are to be removed;

- at this point no trees are marked for removal at this property.

Y. Topsoil Stripping

Where topsoil stripping requirements are not outlined in the Special Instructions, if required by the Inspections Representative, the entire thickness of existing topsoil shall be stripped. Topsoil that is temporarily stockpiled for respreading on the project shall be piled within the construction limits delineated by the Inspector. Where the plans or Special Instructions call for permanent stockpiling of topsoil, the costs to haul and shape the material to a drainable, mowable stockpile shall be included in the contract price for topsoil stripping.

PART 3 - GUARANTEE, MEASUREMENT & PAYMENT

3.1. GUARANTEE

The guarantee shall cover the contract as to workmanship and material for a period of six (6) months from the date of final acceptance and payment.

3.2. MEASUREMENT AND PAYMENT (revised January, 2002)

The method of payment shall be as indicated in the contract proposal.

Payment for "Sewer Service Closure", when designated, shall include all cost associated with the plugging of the sewer service as provided in Section 3500 – 3.4.D.1a. and will be on a per each basis. Any item of work necessary to properly complete the demolition work which is not included in the bid items in the contract proposal shall be considered an incidental item; the cost shall be charged to other items.

PART 4- SUBMITTAL OF PROPOSAL/CONTRACT

4.1. CONTRACT

Refer to "General Instructions to Bidders" document located on the Bidding Resources section of the City of Fargo website, Section IB-6 "Forms of Proposals". Any reference to work on the contract or on specifications, this document shall govern.

Proposal must include the following information:

1. Project Name and address.
2. Description of work.
3. Bidder's Name, Address, Email, and contact Phone Number.

Exhibit A

4. Asbestos cost to be \$5,000 allowance.

-Please note on bid if asbestos allowance is included.

-Asbestos sample, test, and abatement invoices are required with final payment request.

-Asbestos abatement is a requirement by the State of North Dakota.

5. Itemized capping utility costs including capping at the main

6. Itemize tree removal costs if applicable

-See forestry note if applicable.

A signed proposal and these specifications will become the complete contract.

Exceptions & Deviations:

Proposer shall fully describe every variance exception and/or deviation. List the item number here fully explain any item in non-compliance with specification. Additional sheets may be used if require.

Additional Items Not Included in the Base Proposal Price (please identify those items below and include pricing).

Additional Items	Cost of Items

PART 5 - SELECTION CRITERIA

5.1 EVALUATION

An evaluation committee will review proposals to ensure compliance and choose the vendor based on the following criteria:

Qualifications & Experience - 30 Points

Understanding of the Scope of Work - 30 Points

Cost Proposal - 40 Points

PROPOSAL FORM

Building Demolition 115 6 Ave N
City of Fargo – Inspections Department

Company Name: _____

Company Address: _____

Address of Demolition work to be performed: _____

Cost:

Demolition to include demolition, removal and dispose
of structure, basement, foundation, remaining contents: \$ _____

Sewer and water cap in boulevard until spring when
they can be capped in the street:

To include Street repair and traffic control: \$ _____

Lot to be filled, compacted and brought to grade
for proper drainage: \$ _____

Seeding, fertilizing, and hydro mulching: \$ _____

Clearing of trees per Forestry notes: N/A

Asbestos Allowance: \$ _____

Additional items: _____ \$ _____

TOTAL COST: \$ _____

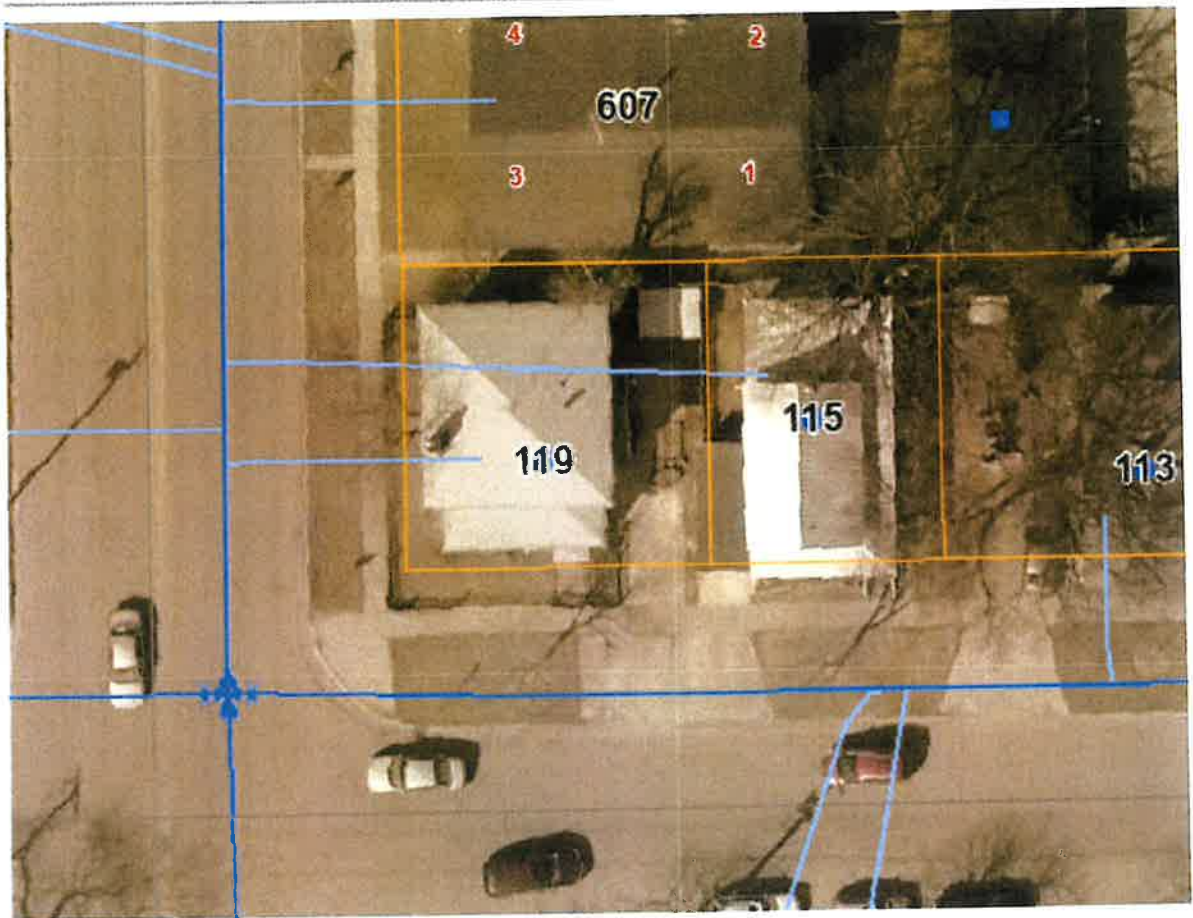
[] Contractors License number: _____

By: _____
(Name) (Signature)

(Title) (Email) (phone)

Exhibit A

From: [Bill Thompson](#)
To: [Jeffrey Helt](#)
Subject: GIS water
Date: Thursday, June 11, 2026 8:32:24 AM
Attachments: [image001.png](#)



Handwritten: 10.7

Handwritten: #119

Handwritten: #115

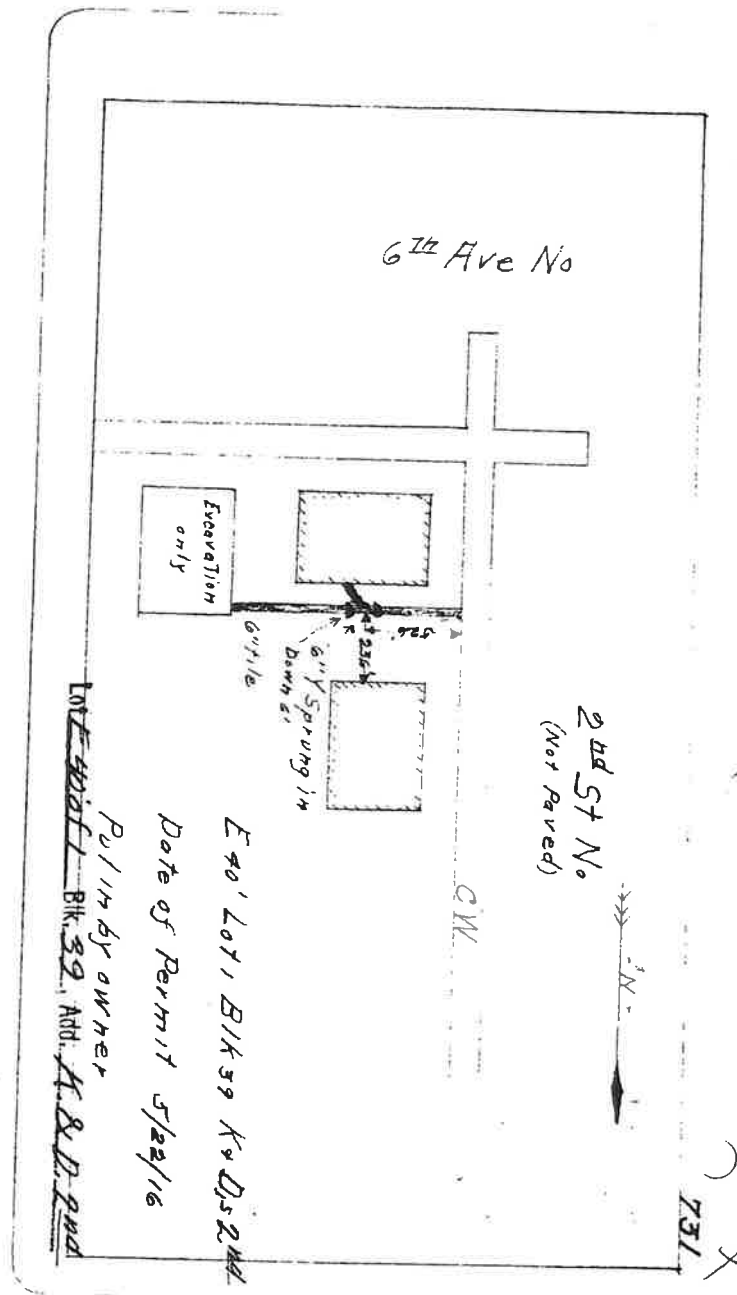
Handwritten: 315

Handwritten: Ties, Only

Handwritten: (1st Avenue N.
KID)

Permit No. _____
Date _____
Owner _____
File. _____

M/S 39 KID 2nd
Plk. Adl.



PROPOSAL FORM

Building Demolition 115 6 Ave N
City of Fargo – Inspections Department

Company Name: Pioneer LLC

Company Address: 4041 36th Ave S. Fargo, ND 58104

Address of Demolition work to be performed: 115 6th Ave N

Cost:

Demolition to include demolition, removal and dispose
of structure, basement, foundation, remaining contents: \$ 15,300

Sewer and water cap in boulevard until spring when
they can be capped in the street:

To include Street repair and traffic control: \$ 23,100

Lot to be filled, compacted and brought to grade
for proper drainage: \$ 7,260

Seeding, fertilizing, and hydro mulching: \$ 1,540

Clearing of trees per Forestry notes: N/A

Asbestos Allowance: \$ 5,000

Additional items: \$ _____

TOTAL COST: \$ 47,200

[] Contractors License number: 59006

By: Anthony Hare
(Name)


(Signature)

Project Manager
(Title)

thare@pioneerfargo.com
(Email)

(218) 443-6546
(phone)



July 20, 2026

Board of City Commissioners

City Hall – 225 4th St N

Fargo, ND 58102

RE: Award of Metro Transit Garage Boiler Replacement Project (RFP26183)

Dear Commissioners:

Background

The existing boilers at the Metro Transit Garage have reached the end of their useful life and require replacement to ensure reliable heating for the facility and to minimize the risk of service interruptions during the heating season.

The City issued Request for Proposals (RFP26183) seeking qualified contractors to furnish all labor, materials, equipment, and services necessary to replace the existing boiler system. The project includes removal of the existing boilers, installation of two new boilers, associated piping and venting modifications, controls integration, startup, commissioning, and operator training.

Proposal Evaluation

Two proposals were received:

Proposer	Proposal Amount Evaluation Score	
J-Tech Mechanical	\$157,500.00	87.00 / 100
Burnn Boiler & Mechanical	\$149,975.00	70.75 / 100

Burnn Boiler & Mechanical submitted a proposal amount of \$149,975.00; however, their proposal did not include the building automation controls required for the project. Based on the pricing provided by J-Tech Mechanical, adding the required controls to the Burnn

proposal results in a total cost that exceeds J-Tech's proposal. As a result, J-Tech Mechanical represents the lowest overall cost for a complete project meeting the RFP requirements. In addition, J-Tech received the highest overall evaluation score due to its comprehensive project approach, detailed work plan, controls integration, communication plan, commissioning process, and demonstrated experience with similar boiler replacement projects. Their proposal also includes integration with the existing Johnson Controls Metasys Building Automation System, factory-authorized startup, owner training, and complete closeout documentation.

Funding

Funding for this project is included in the approved Transit Capital Budget and will be paid using federally funded capital grant funds with the required local match.

Requested Action

Approve the award of the Metro Transit Garage Boiler Replacement Project (RFP26183) to J-Tech Mechanical for the total contract amount of \$157,500. Authorize staff to execute the necessary contract documents.

Sincerely,



Jordan Smith

Assistant Transit Director – Fleet and Facilities

City of Fargo

July 20, 2026

Board of City Commissioners

City Hall – 225 4th St N

Fargo, ND 58102

RE: Award for Bus Video Surveillance System (RFP26200)

Background:

The City of Fargo issued Request for Proposals (RFP26200) for a new bus video surveillance system to replace and modernize the existing onboard camera system for the MATBUS fleet. The project includes upgraded onboard video recording hardware, cloud-based video management software, live streaming capability, GPS integration, and associated installation, training, and support services. The proposed system is designed to improve operator and passenger safety, enhance incident investigations, provide secure cloud-based evidence management, and support future system expansion.

Only one proposal was received in response to the RFP. Staff completed a review of the proposal and determined that the submission from Seon Design Inc. dba Safe Fleet is responsive to the requirements of the RFP. The proposed solution meets the City's operational and technical requirements and includes cloud-based video management, live video streaming, encrypted video storage, GPS integration, scalable hardware, and comprehensive implementation and support services.

Safe Fleet has extensive experience providing mobile video surveillance systems for public transit agencies throughout North America and provided multiple comparable transit agency references demonstrating successful implementation of similar systems.

Although only one proposal was received, staff believes the proposal represents the best value to the City based on its compliance with the RFP requirements, proven experience in the transit industry, and compatibility with MATBUS operational needs.

Funding:

Funding for this project is included in the approved Transit Capital Budget and will be paid using federally funded capital grant funds with the required local match.

Requested Action:

Approve the award of RFP26200 – Bus Video Surveillance System to Seon Design Inc, dba Safe Fleet and authorize staff to execute the necessary contract documents.

Sincerely,



Jordan Smith

Assistant Transit Director – Fleet and Facilities

City of Fargo

REPORT OF ACTION

UTILITY COMMITTEE

Project No. N/A

Type: Lead Water Service Replacement

Location: Core Neighborhood Areas

Date of Hearing: 7/15/2026

<u>Routing</u>	<u>Date</u>
City Commission	7/20/2026
Project File	

Troy Hall, Water Utility Director, presented the attached memo recommending a \$4,000 cash credit to homeowners to replace the water Lead Service Line (LSL) during an Emergency Sewer Line Replacements. In these instances, the LSLs would be on a schedule to replace them in a future year by 2029 under our larger Lead Service Line Replacement (LSLR) project, This would be at no charge to the homeowner. The \$4,000 is intended to offset the upcharge for LSLR when the sewer line is replaced. The funding for the cash credit will come from the Rehab & Renewal budget line for Water Utility. It is in the City of Fargo/Water Utility best interest to replace an many LSLs as possible with the new EPA Lead & Copper Rule Improvement (LCRI) beginning in late-2027. There are several considerations and reasons for recommending the cash credit as noted in the attached memo.

MOTION:

On a motion by Tom Knakmuhs, seconded by Brenda Derrig, the Utility Committee voted to approve a \$4,000 cash credit to homeowners to replace Lead Service Lines during Emergency Sewer Line Replacement retroactive to May 15, 2026.

<u>COMMITTEE:</u>	<u>Present</u>	<u>Yes</u>	<u>No</u>	<u>Unanimous</u>
				<u>X</u>
				<u>Proxy</u>
Chad Peterson, City Commissioner				
Brenda Derrig, Assistant City Administrator		X		
Susan Thompson, Finance Director				
Brian Ward, Water Plant Supt.				
Mark Miller, Wastewater Plant Supt.		X		
Bruce Grubb, Temp. Asst. City Administrator		X		
James Hausauer, Water Recl. Utility Director		X		
Troy Hall, Water Utility Director		X		
Ben Dow, Public Works Operations Director		X		
Tom Knakmuhs, City Engineer		X		
Dan Portlock, Water Utility Engineer				
Scott Olson, Solid Waste Utility Director		X		

ATTEST:


Troy B. Hall
Water Utility Director

C: Josh Boschee, Mayor
Commissioner Strand
Commissioner Gullickson
Commissioner Turnberg

**Water Treatment Plant**

435 14th Avenue South

Fargo, ND 58103

Office: 701.241.1469 | Fax: 701.241.8110

www.FargoND.gov**MEMORANDUM**

July 10, 2026

To: Utility Committee

From: Troy B. Hall, Water Utility Director *TBH*

Re: Assistance to Homeowners with Lead Service Lines during Emergency Sewer Line Replacements

Water Utility staff is requesting the water utility to provide homeowners a \$4,000 cash payment to replace Lead Service Lines under Emergency Sewer Line Replacement conditions. In 2026, there have been some instances of homeowners with Lead Service Lines needing to complete emergency sewer replacement. Typically, the water service lines and sewer lines were installed in the same trench, making it difficult to replace the sewer piping without damaging the water service line. Also, these homes would be on our list for Lead Service Line Replacement (LSLR) by 2029.

We are also using federal program to receive 66.5% loan forgiveness (grant) funding for LSLR. The LSLR grant program under the United State Environmental Protection Agency (EPA) has strict requirements for eligibility and to receive reimbursement. The federal LSLR program is administered by the North Dakota State Revolving Fund (SRF). It is very apparent to water utility staff over the past year that emergency sewer line replacement and the federal LSLR program are not compatible nor cost efficient in trying to make them work together. This has been frustrating for some homeowners, knowing they are on the list for future LSLR at no cost.

Compliance with SRF requires a State Historic Preservation Office (SHPO) review of the property and three contractor quotes, among several other requirements. In using SRF for emergency sewer line replacement situations, there will be delays, added cost for construction, and added work for others in collecting/reviewing SRF documentation.

One other significant factor is new EPA Lead & Copper Rule Improvements (LCRI) starting in October, 2027. The LCRI will be complex and require significant staff time. It is in the City of Fargo's best interest to remove as many Lead Service Lines as possible over the next few years.

As a solution under emergency sewer line replacement situations, water utility staff is recommending to provide homeowners a \$4,000 cash credit to offset the cost of LSLR under emergency conditions. The water utility would need verification that the water service line is replaced. This cash credit to homeowners would not be under the federal SRF program and would not receive SRF reimbursement.

Plan of Financing

Funding for the \$4,000 cash credit to homeowners is requested to come from the water utility renewal and rehabilitation budget line. This is an annual budget line for the water utility. As an additional financial note, the average bid price for 2026 water service line replacement was \$10,982.91 per water service line. With the loan forgiveness terms of 66.5% grant under the SRF program, the water utility will pay back about \$3,679.27 per water service line in an SRF loan. The

cost per service line replacement will go up significantly if not part of a bid package pool of water service lines, especially with the additional SRF documentation requirements. The \$4,000 seems reasonable to cover the LSLR for the homeowner and helps accomplish the water utility goal for future LCRI regulations.

SUGGESTED MOTION:

Approve water utility staff to provide a \$4,000 cash credit to homeowners to replace Lead Service Lines along with emergency sewer line replacement. With approval, this will be retroactive to May 15, 2026, and allow up to \$48,000 total from the water utility budget for 2026.

Your consideration in this matter is greatly appreciated.

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.

WA2508

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 [Capital Exteriors, Inc.] ("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 2026-05.**

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 2026-05

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 2026-05.
 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 [] (which is the Effective Date of the Contract).

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:

EJCDC® C-520, Agreement between Owner and Contractor for Construction Contract (Stipulated Price).
Copyright® 2018 National Society of Professional Engineers, American Council of Engineering Companies,
and American Society of Civil Engineers. All rights reserved.

Contractor:

Capital Exteriors Inc
(typed or printed name of organization)

By:

[Signature]
(individual's signature)

Date:

7/15/26
(date signed)

Name:

Jon Roire
(typed or printed)

Title:

it's President
(typed or printed)

(If [Capital Exteriors, Inc.] is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest:

[Signature]
(individual's signature)

Title:

Deputy City Clerk, City of Fargo
(typed or printed)

Address for giving notices:

APPROVED AS TO FORM
20

Designated Representative: CITY ATTORNEY

Name:

(typed or printed)

Title:

(typed or printed)

Address:

Phone:

Email:

(If [City of Fargo] 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.)

Phone:

Email:

License No.:

(where applicable)

State:

PERFORMANCE BOND

Bond No. 7499436

Contractor Name: Capital Exteriors, Inc. Address (principal place of business): 603 52nd St NE Bismarek, ND 58501	Surety Name: Old Republic Surety Company Address (principal place of business): PO Box 1635 Milwaukee, WI 53201-1635
Owner Name: City of Fargo Mailing address (principal place of business): 225 4th Street N. Fargo, ND 58102	Contract Description (name and location): Water Service Replacement Project 2026-05, Fargo, North Dakota Contract Price: \$544,102.00 Effective Date of Contract: 7/15/2026

Bond
Bond Amount: \$544,102.00 (FIVE HUNDRED FORTY FOUR THOUSAND ONE HUNDRED TWO AND 00/100 Dollars)
Date of Bond: 7/15/2026
(Date of Bond cannot be earlier than Effective Date of Contract)
Modifications to this Bond form:
☒ None ☐ See Paragraph 16

APPROVED AS TO FORM

CITY ATTORNEY

Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth in this Performance Bond, do each cause this Performance Bond to be duly executed by an authorized officer, agent, or representative.

Contractor as Principal Capital Exteriors, Inc. (Full formal name of Contractor) By: <u>[Signature]</u> (Signature) Name: <u>Jon Roise</u> (Printed or typed) Title: <u>it's President</u> Attest: <u>Michelle Vango</u> (Signature) Name: <u>Michelle Vango</u> (Printed or typed) Title: <u>Deputy City Clerk, City of Fargo</u>	Surety Old Republic Surety Company (Full formal name of Surety) (corporate seal) By: <u>[Signature]</u> (Signature)(Attach Power of Attorney) Name: <u>Troy Staples</u> (Printed or typed) Title: <u>Attorney-in-Fact</u> Attest: <u>[Signature]</u> (Signature) Name: <u>Lisa Francour</u> (Printed or typed) Title: <u>Witness</u>
---	---

Notes: (1) Provide supplemental execution by any additional parties, such as joint venturers. (2) Any singular reference to Contractor, Surety, Owner, or other party is considered plural where applicable.



1. The Contractor and 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 when applicable to participate in a conference as provided in Paragraph 3.
3. If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond will arise after:
 - 3.1. The Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice may indicate whether the Owner is requesting a conference among the Owner, Contractor, and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Paragraph 3.1 will be held within ten (10) business days of the Surety's receipt of the Owner's notice. 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 does not waive the Owner's right, if any, subsequently to declare a Contractor Default;
 - 3.2. The Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and
 - 3.3. The Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.
4. Failure on the part of the Owner to comply with the notice requirement in Paragraph 3.1 does not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.
5. 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:
 - 5.1. Arrange for the Contractor, with the consent of the Owner, to perform and complete the Construction Contract;
 - 5.2. Undertake to perform and complete the Construction Contract itself, through its agents or independent contractors;
 - 5.3. 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 a contractor selected with the Owners 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 7 in excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default; or

- 5.4. Waive its right to perform and complete, arrange for completion, or obtain a new contractor, and with reasonable promptness under the circumstances:
- 5.4.1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or
 - 5.4.2 Deny liability in whole or in part and notify the Owner, citing the reasons for denial.
6. If the Surety does not proceed as provided in Paragraph 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven 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 Paragraph 5.4, and the Owner refuses the payment, 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.
7. If the Surety elects to act under Paragraph 5.1, 5.2, or 5.3, then the responsibilities of the Surety to the Owner will not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety will not be greater than those of the Owner under the Construction Contract. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication for:
- 7.1. the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;
 - 7.2. 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 5; and
 - 7.3. 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.
8. If the Surety elects to act under Paragraph 5.1, 5.3, or 5.4, the Surety's liability is limited to the amount of this Bond.
9. 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 will not be reduced or set off on account of any such unrelated obligations. No right of action will accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors, and assigns.
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. Any proceeding, legal or equitable, under this Bond must be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and must be instituted within two years after a declaration of 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 periods of limitations available to sureties as a defense in the jurisdiction of the suit will be applicable.

12. Notice to the Surety, the Owner, or the Contractor must be mailed or delivered to the address shown on the page on which their signature appears.
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 will be deemed deleted therefrom and provisions conforming to such statutory or other legal requirement will be deemed incorporated herein. When so furnished, the intent is that this Bond will be construed as a statutory bond and not as a common law bond.
14. Definitions
- 14.1. *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 for the Contractor for 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.
- 14.2. *Construction Contract*—The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.
- 14.3. *Contractor Default*—Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.
- 14.4. *Owner Default*—Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.
- 14.5. *Contract Documents*—All the documents that comprise the agreement between the Owner and Contractor.
15. If this Bond is issued for an agreement between a contractor and subcontractor, the term Contractor in this Bond will be deemed to be Subcontractor and the term Owner will be deemed to be Contractor.
16. Modifications to this Bond are as follows:

ACKNOWLEDGMENT OF PRINCIPAL (Individual)

State of _____)
County of _____)

On this _____ day of _____, in the year _____, before me personally come(s) _____, to me known and known to me to be the person(s) who (is) (are) described in and executed the foregoing instrument and acknowledge(s) to me that he/she executed the same.

Notary Public

ACKNOWLEDGMENT OF PRINCIPAL (Partnership)

State of _____)
County of _____)

On this _____ day of _____, in the year _____, before me personally come(s) _____, a member of the co-partnership of _____, to me known and known to me to be the person who is described in and executed the foregoing instrument and acknowledges to me that he/she executed the same as for the act and deed of the said co-partnership.

Notary Public

ACKNOWLEDGMENT OF PRINCIPAL (Corporation)

State of _____)
County of _____)

On this _____ day of _____, in the year _____, before me personally come(s) _____, to me known, who, being duly sworn, deposes and says that he/she is the _____ of the _____ the corporation described in and which executed the foregoing instrument; that he/she knows the seal of the said corporation; the seal affixed to the said instrument is such corporate seal; that it was so affixed by the order of the Board of Directors of said corporation, and that he/she signed his/her name thereto by like order.

Notary Public

ACKNOWLEDGMENT OF SURETY

State of Minnesota)
County of Dakota)

On this 15th day of July, in the year 2026, before me personally come(s) Troy Staples, Attorney(s)-in-Fact of Old Republic Surety Company with whom I am personally acquainted, and who, being by me duly sworn, says that he/she is (are) the Attorney(s)-in-Fact of Old Republic Surety Company company described in and which executed the within instrument; that he/she know(s) the corporate seal of such company; and that seal affixed to the within instrument is such corporate seal and that it was affixed by order of the Board of Directors of said company, and that he/she signed said instrument as Attorney(s)-in-Fact of the said company by like order.





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: JENNIFER M. BOYLES, NICHOLAS HOCHBAN, THOMAS M. LAHL, TROY STAPLES, ZACHARY PATE, THOMAS GEORGE KEMP
of WEST ST PAUL, MN

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 9th day of February, 2023

OLD REPUBLIC SURETY COMPANY

Karen J. Haffner
Assistant Secretary



Alan Pavlic
President

STATE OF WISCONSIN, COUNTY OF WAUKESHA - SS

On this 9th day of February, 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.

40-0375



Signed and sealed at the City of Brookfield, WI this 15th day of July, 2026

Karen J. Haffner
Assistant Secretary

ORSC 22262 (3-06)

PATE BONDING, INC.

PAYMENT BOND

Bond No. 7499436

Contractor Name: Capital Exteriors, Inc. Address (principal place of business): 603 52nd St NE Bismarck, ND 58501	Surety Name: Old Republic Surety Company Address (principal place of business): PO Box 1635 Milwaukee, WI 53201-1635
Owner Name: City of Fargo Mailing address (principal place of business): 225 4th Street N. Fargo, ND 58102	Contract Description (name and location): Water Service Replacement Project 2026-05, Fargo, North Dakota Contract Price: \$544,102.00 Effective Date of Contract: 7/15/2026
Bond Bond Amount: \$544,102.00 (FIVE HUNDRED FORTY FOUR THOUSAND ONE HUNDRED TWO AND 00/100 Dollars) Date of Bond: 7/15/2026 (Date of Bond cannot be earlier than Effective Date of Contract) Modifications to this Bond form: ☒ None ☐ See Paragraph 18	
APPROVED AS TO FORM _____ 20_____ CITY ATTORNEY	
Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth in this Payment Bond, do each cause this Payment Bond to be duly executed by an authorized officer, agent, or representative.	
Contractor as Principal Capital Exteriors, Inc. (Full formal name of Contractor) By: _____ (Signature) Name: <u>Jon Roise</u> (Printed or typed) Title: <u>it's President</u> Attest: <u>Michelle Vango</u> (Signature) Name: <u>Michelle Vango</u> (Printed or typed) Title: <u>Deputy City Clerk, City of Fargo</u>	Surety Old Republic Surety Company (Full formal name of Surety) (corporate seal) By: _____ (Signature) (Attach Power of Attorney) Name: <u>Troy Staples</u> (Printed or typed) Title: <u>Attorney-in-Fact</u> Attest: <u>Lisa Francour</u> (Signature) Name: <u>Lisa Francour</u> (Printed or typed) Title: <u>Witness</u>
Notes: (1) Provide supplemental execution by any additional parties, such as joint venturers. (2) Any singular reference to Contractor, Surety, Owner, or other party is considered plural where applicable.	



1. The Contractor and 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, subject to the following terms.
2. If the Contractor promptly makes payment of all sums due to Claimants, and defends, indemnifies, and holds harmless the Owner from claims, demands, liens, or suits by any person or entity seeking payment for labor, materials, or equipment furnished for use in the performance of the Construction Contract, then the Surety and the Contractor shall have no obligation under this Bond.
3. If there is no Owner Default under the Construction Contract, the Surety's obligation to the Owner under this Bond will arise after the Owner has promptly notified the Contractor and the Surety (at the address described in Paragraph 13) of claims, demands, liens, or suits against the Owner or the Owner's property by any person or entity seeking payment for labor, materials, or equipment furnished for use in the performance of the Construction Contract, and tendered defense of such claims, demands, liens, or suits to the Contractor and the Surety.
4. When the Owner has satisfied the conditions in Paragraph 3, the Surety shall promptly and at the Surety's expense defend, indemnify, and hold harmless the Owner against a duly tendered claim, demand, lien, or suit.
5. The Surety's obligations to a Claimant under this Bond will arise after the following:
 - 5.1. Claimants who do not have a direct contract with the Contractor
 - 5.1.1. have furnished a written notice of non-payment to the Contractor, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were, or equipment was, furnished or supplied or for whom the labor was done or performed, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the Claim; and
 - 5.1.2. have sent a Claim to the Surety (at the address described in Paragraph 13).
 - 5.2. Claimants who are employed by or have a direct contract with the Contractor have sent a Claim to the Surety (at the address described in Paragraph 13).
6. If a notice of non-payment required by Paragraph 5.1.1 is given by the Owner to the Contractor, that is sufficient to satisfy a Claimant's obligation to furnish a written notice of non-payment under Paragraph 5.1.1.
7. When a Claimant has satisfied the conditions of Paragraph 5.1 or 5.2, whichever is applicable, the Surety shall promptly and at the Surety's expense take the following actions:
 - 7.1. Send an answer to the Claimant, with a copy to the Owner, within sixty (60) days after receipt of the Claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and
 - 7.2. Pay or arrange for payment of any undisputed amounts.
 - 7.3. The Surety's failure to discharge its obligations under Paragraph 7.1 or 7.2 will not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a Claim, except as to undisputed amounts for which the Surety and Claimant have reached agreement. If, however, the Surety fails to discharge its

obligations under Paragraph 7.1 or 7.2, the Surety shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs thereafter to recover any sums found to be due and owing to the Claimant.

8. The Surety's total obligation will not exceed the amount of this Bond, plus the amount of reasonable attorney's fees provided under Paragraph 7.3, and the amount of this Bond will be credited for any payments made in good faith by the Surety.
9. Amounts owed by the Owner to the Contractor under the Construction Contract will 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 satisfying obligations of the Contractor and Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.
10. 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 the payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligation to make payments to or give notice on behalf of Claimants, or otherwise have any obligations to Claimants under this Bond.
11. 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.
12. No suit or action will be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the state in which the project that is the subject of the Construction Contract is located or after the expiration of one year from the date (1) on which the Claimant sent a Claim to the Surety pursuant to Paragraph 5.1.2 or 5.2, 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 will be applicable.
13. Notice and Claims to the Surety, the Owner, or the Contractor must be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, will be sufficient compliance as of the date received.
14. 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 will be deemed deleted here from and provisions conforming to such statutory or other legal requirement will be deemed incorporated herein. When so furnished, the intent is that this Bond will be construed as a statutory bond and not as a common law bond.
15. Upon requests by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor and Owner shall promptly furnish a copy of this Bond or shall permit a copy to be made.

16. Definitions

16.1. *Claim*—A written statement by the Claimant including at a minimum:

16.1.1. The name of the Claimant;

EJCDC® C-615, Payment Bond.

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and American Society of Civil Engineers. All rights reserved.

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- 16.1.2. The name of the person for whom the labor was done, or materials or equipment furnished;
 - 16.1.3. A copy of the agreement or purchase order pursuant to which labor, materials, or equipment was furnished for use in the performance of the Construction Contract;
 - 16.1.4. A brief description of the labor, materials, or equipment furnished;
 - 16.1.5. The date on which the Claimant last performed labor or last furnished materials or equipment for use in the performance of the Construction Contract;
 - 16.1.6. The total amount earned by the Claimant for labor, materials, or equipment furnished as of the date of the Claim;
 - 16.1.7. The total amount of previous payments received by the Claimant; and
 - 16.1.8. The total amount due and unpaid to the Claimant for labor, materials, or equipment furnished as of the date of the Claim.
- 16.2. *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 Construction Contract. The term Claimant also includes any individual or entity that has rightfully asserted a claim under an applicable mechanic's lien or similar statute against the real property upon which the Project is located. The intent of this Bond is to include without limitation in the terms of "labor, materials, or equipment" that part of the 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.
- 16.3. *Construction Contract*—The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and all changes made to the agreement and the Contract Documents.
- 16.4. *Owner Default*—Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.
- 16.5. *Contract Documents*—All the documents that comprise the agreement between the Owner and Contractor.
17. If this Bond is issued for an agreement between a contractor and subcontractor, the term Contractor in this Bond will be deemed to be Subcontractor and the term Owner will be deemed to be Contractor.
18. Modifications to this Bond are as follows:

ACKNOWLEDGMENT OF PRINCIPAL (Individual)

State of _____)
County of _____)

On this _____ day of _____, in the year _____, before me personally come(s) _____, to me known and known to me to be the person(s) who (is) (are) described in and executed the foregoing instrument and acknowledge(s) to me that he/she executed the same.

Notary Public

ACKNOWLEDGMENT OF PRINCIPAL (Partnership)

State of _____)
County of _____)

On this _____ day of _____, in the year _____, before me personally come(s) _____, a member of the co-partnership of _____, to me known and known to me to be the person who is described in and executed the foregoing instrument and acknowledges to me that he/she executed the same as for the act and deed of the said co-partnership.

Notary Public

ACKNOWLEDGMENT OF PRINCIPAL (Corporation)

State of _____)
County of _____)

On this _____ day of _____, in the year _____, before me personally come(s) _____, to me known, who, being duly sworn, deposes and says that he/she is the _____ of the _____ the corporation described in and which executed the foregoing instrument; that he/she knows the seal of the said corporation; the seal affixed to the said instrument is such corporate seal; that it was so affixed by the order of the Board of Directors of said corporation, and that he/she signed his/her name thereto by like order.

Notary Public

ACKNOWLEDGMENT OF SURETY

State of Minnesota)
County of Dakota)

On this 15th day of July, in the year 2026, before me personally come(s) Troy Staples, Attorney(s)-in-Fact of Old Republic Surety Company with whom I am personally acquainted, and who, being by me duly sworn, says that he/she is (are) the Attorney(s)-in-Fact of Old Republic Surety Company company described in and which executed the within instrument; that he/she know(s) the corporate seal of such company; and that seal affixed to the within instrument is such corporate seal and that it was affixed by order of the Board of Directors of said company, and that he/she signed said instrument as Attorney(s)-in-Fact of the said company by like order.



Lisa M. Francour
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: JENNIFER M. BOYLES, NICHOLAS HOCHBAN, THOMAS M. LAHL, TROY STAPLES, ZACHARY PATE, THOMAS GEORGE KEMP of WEST ST PAUL, MN

its true and lawful Attorney(s)-in-Fact, with full power and authority for and on behalf of the company as surely, 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 9th day of February 2023

Karen J. Haffner
Assistant Secretary



OLD REPUBLIC SURETY COMPANY

Alan Pavlic
President

STATE OF WISCONSIN, COUNTY OF WAUKESHA - SS

On this 9th day of February, 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.

40-0375



Signed and sealed at the City of Brookfield, WI this 15th day of July 2026

Karen J. Haffner
Assistant Secretary

ORSC 22202 (3-08)

PATE BONDING, INC.



MEMORANDUM

TO: Board of City Commissioners

FROM: Angie Bear, City Clerk & Deputy City Auditor

SUBJECT: Liquor License Application – Duffy's

DATE: July 20, 2026

The following application for a liquor license issuance was received by the Auditor's office and reviewed by the Liquor Control Board:

License Class: AB -Full service, on/off sale, bar allowed, no food sales required.

Business Name: Transfer from Litton Enterprises LLC d/b/a Duffy's to Duffy's Tavern
LLC d/b/a Duffy's Tavern

Location: 16 12th Street South.

Applicants: Collin Poolman, James Poolman, Tim Lehr, Grace Poolman, Brenda
Holman and Joshus Holman

This application is for the transfer of a Class AB liquor license. This license was issued previously to Litton Enterprises LLC and will be transferring owners to Duffy's Tavern LLC.

No concerns were found in the background check. The background check was approved by the Police Chief. Staff & Liquor Control Board recommend approval of the transfer of a Class AB alcoholic beverage license to Duffy's Tavern LLC d/b/a Duffy's Tavern. The complete application is available for review in the Auditor's Office.

Recommended Motion:

Move to approve the transfer of a Class AB alcoholic beverage license from Litton Enterprises LLC d/b/a Duffy's to Duffy's Tavern LLC d/b/a Duffy's Tavern

NOTICE OF HEARING

Application for Alcoholic Beverage License

Notice is hereby given that the Board of City Commissioners of the City of Fargo, North Dakota, will conduct a Public Hearing in the City Commission Room, City Hall

Monday, July 20, 2026
at 5:05 o'clock p.m. to consider an application for a
Class "AB" Alcoholic Beverage License
for
Transfer from Litton Enterprises LLC d/b/a Duffy's
D/B/A
Duffy's Tavern LLC d/b/a Duffy's Tavern
To be located at
16 12 Street South

Any interested person may appear and will be heard.

City Auditor's Office

TRANSFER Application for an Alcoholic Beverage License

Legal Company Name: Duffy's Tavern LLC

(Must match State of North Dakota registration name)

DBA Name: Duffy's Tavern

License Transferred From: Litton Enterprises LLC

****Applicant must include letter from current license holder approving transfer of license****

Is the establishment applying for (or has) a food license under the same name? Yes _____ No X

Business location address: 16 12th St. So. Fargo ND 58102

Mailing address: 1122 So. 7th St. Fargo ND 58103

Business E-mail address: collin poolman@gmail.com

Local Manager E-mail address: collin poolman@gmail.com

Best Contact Phone number: (701) 516-2452

Anticipated Date of Opening: 7/26

Please contact the Auditor's Office at 701-241-1301 or 241-8108 to determine the appropriate License Classification Type that would fit your business model.

The following section to be completed by City Staff:

Date Received: 5/27/26 Class of License: A13

Investigations Fee Paid (\$250) X Yes _____ No _____ Date Paid: 5/27 Check/CC # 6366

Police Department review completed by: _____ Date: _____

(Attached recommendation report):

_____ Approval Recommendation

_____ Denial Recommendation

Chief of Police

Date

City of Fargo Staff Report			
Title:	Selkirk Place Sixth Addition	Date:	5/27/2026 7/14/2026
Location:	6655 Selkirk Drive South	Staff Contact:	Donald Kress, planning coordinator
Legal Description:	Lot 10, Block 3, Selkirk Place Second Addition		
Owner(s)/Applicant:	NICD, LLC/EagleRidge Development	Engineer:	Bolton & Menk
Entitlements Requested:	Zone Change (from SR-5, Single-Dwelling Residential to SR-2, Single-Dwelling Residential); Minor Subdivision (Plat of Selkirk Place Sixth Addition , a replat of Lot 10, Block 3, Selkirk Place Second Addition, to the City of Fargo, Cass County, North Dakota)		
Status:	City Commission Public Hearing: July 20th, 2026		
Existing		Proposed	
Land Use: Platted; not developed		Land Use: Single-Dwelling Residential	
Zoning: SR-5 Single-Dwelling Residential		Zoning: SR-2, Single-Dwelling Residential	
Uses Allowed: Detached houses, attached houses and duplexes, daycare centers, parks and open space, religious institutions, safety services and basic utilities.		Uses Allowed: Detached houses, daycare centers up to 12 children, parks and open space, religious institutions, safety services, schools, and basic utilities	
Maximum Density: 14.5 dwelling units per acre		Maximum Density: 5.4 dwelling units per acre	
Proposal:			
The applicant requests two entitlements: 1. A Zone Change from SR-5, Single-Dwelling Residential to SR-2, Single-Dwelling Residential 2. A minor subdivision, entitled Selkirk Place Sixth Addition, a replat of Lot 10, Block 3, Selkirk Place Second Addition, to the City of Fargo, Cass County, North Dakota This project was reviewed by the City's Planning and Development, Engineering, Public Works, and Fire Departments ("staff"), whose comments are included in this report. Surrounding Land Uses and Zoning Districts: • North: SR-2, detached single-dwelling residential uses • East: SR-2, platted for single-dwelling residential uses (not yet developed) • South: SR-4, Single-Dwelling Residential; detached single-dwelling residential uses • West: SR-4 Single-Dwelling Residential; attached single dwelling residential			
Area Plans:			
Fargo Growth Plan 2024 designates the subject property as the "Urban Neighborhood" place type. The proposed zoning is SR-2, Single-Dwelling Residential is consistent with the Growth Plan place type designation.			
Context:			
Schools: The subject property is located within the Fargo School District, specifically within the Centennial Elementary, Discovery Middle and Davies High schools. Parks: Prairie Farms Park, 5400 31st Street South, is located approximately 0.20 miles north of the subject property and provides amenities of basketball court, grill, picnic tables, and a shelter. This park			

is adjacent to a shared use path. Parks are being developed along County Drain 53, approximately 0.03 mile from the subject property, as part of Selkirk Place Third and Fourth Additions.

Pedestrian / Bicycle: There are off-road shared use paths along both sides of 64th Avenue South, approximately 350 feet north of the subject property, and along the south side of 67th Avenue South, across 67th Avenue from the subject property. These paths are part of the metro area trail system.

Neighborhood: The subject property is included in the Davies Neighborhood.

MATBUS Route: The subject property is not along a MATBus route.

Staff Analysis:

MINOR SUBDIVISION

The subdivision will replat one lot into six lots for single-dwelling residential development. The proposed lots range in area from over 11,000 square feet to 15,500 square feet, with lots widths of over 69 feet to over 94 feet. Each lot meets the minimum dimensional standards for SR-2 zoned lots. Staff has determined that no amenities plan or developer agreement is required.

ZONE CHANGE

The subject property was zoned SR-5, Single-Dwelling Residential, when it was originally platted in 2024 as a single lot. The lot was intended for townhome development, though this development did not go forward.

The proposed SR-2 zoning is the appropriate zoning for lots this size. Additionally, the lots east across Selkirk Drive South are zoned SR-2, as is the lot adjacent to the north of the subject property, so the SR-2 zoning will allow a uniform block face; that is, the residences on both sides of the street will be set back the same distance from their front property lines.

PUBLIC COMMENT AT THE JUNE 2nd, 2026 PLANNING COMMISSION HEARING

At the June 2nd, 2026 Planning Commission hearing, one Fargo resident spoke in opposition to the application. He noted that rezoning the property from SR-5 to SR-2 limits the variety of housing options in the area.

FINDINGS

Zoning

Section 20-0906. F (1-4) of the LDC stipulates the following criteria be met before a zone change can be approved:

1. **Is the requested zoning change justified by a change in conditions since the previous zoning classification was established or by an error in the zoning map?**

Staff is unaware of any error in the zoning map as it relates to this property. The property is currently zoned SR-5, Single-Dwelling Residential. The applicant requests a zoning change to SR-2, Single-Dwelling Residential. The SR-2 zoning is consistent with the proposed lot sizes as well as the zoning of the properties on this portion of Selkirk Drive South. **(Criteria Satisfied)**

2. **Are the City and other agencies able to provide the necessary public services, facilities, and programs to serve the development allowed by the new zoning classifications at the time the property is developed?**

City staff and other applicable review agencies have reviewed this proposal. The subject property fronts on an existing public right-of-way; public utilities are available within this right of way. **(Criteria satisfied)**

3. **Will the approval of the zoning change adversely affect the condition or value of the property in the vicinity?**

Staff has no documentation or evidence to suggest that the approval of this zoning change would adversely affect the condition or value of the property in the vicinity. Written notice of the proposal was sent to all property owners within 300 feet of the subject property. To date, Planning staff has received no comments on inquiries. Staff finds that the approval of the zoning change will not adversely affect the condition or value of the property in the vicinity. **(Criteria satisfied)**

4. Is the proposed amendment consistent with the purpose of this LDC, the Growth Plan, and other adopted policies of the City?

The LDC states “This Land Development Code is intended to implement Fargo’s Comprehensive Plan and related policies in a manner that protects the health, safety, and general welfare of the citizens of Fargo.” Fargo Growth Plan 2024 designates the place type of the subject property as “Urban Neighborhood.” The primary use in this place type is small to medium lot detached housing. The proposed development is consistent with this place type designation. **(Criteria satisfied)**

Minor Subdivision

The LDC stipulates that the following criteria are met before a minor plat can be approved:

- 1. Section 20-0907.B.3 of the LDC stipulates that the Planning Commission recommend approval or denial of the application, based on whether it complies with the adopted Area Plan, the standards of Article 20-06 and all other applicable requirements of the Land Development Code. Section 20-0907.B.4 of the LDC further stipulates that a Minor Subdivision Plat shall not be approved unless it is located in a zoning district that allows the proposed development and complies with the adopted Area Plan, the standards of Article 20-06 and all other applicable requirements of the Land Development Code.**

The proposed zoning of SR-2, Single-Dwelling Residential will accommodate the proposed single-dwelling development. This zoning is consistent with the “Urban Neighborhood” place type of the Fargo Growth Plan 2024. In accordance with Section 20-0901.F of the LDC, notices of the proposed plat have been sent out to property owners within 300 feet of the subject property. To date, Planning staff has received no inquiries or comments. The project has been reviewed by the city’s Planning, Engineering, Public Works, Inspections, and Fire Departments.

(Criteria Satisfied)

- 2. Section 20-0907.C.4.f of the LDC stipulates that in taking action on a Final Plat, the Board of City Commissioners shall specify the terms for securing installation of public improvements to serve the subdivision.**

While this section of the LDC specifically addresses only major subdivision plats, staff believes it is important to note that any improvements associated with the project (both existing and proposed) are subject to special assessments. Special assessments associated with the costs of the public infrastructure improvements are proposed to be spread by the front footage basis and storm sewer by the square footage basis as is typical with the City of Fargo assessment principles. Staff has determined that an amenities plan is not required. **(Criteria Satisfied)**

Staff Recommendation:

Suggested Motion: “To accept the findings and recommendations of the Planning Commission and staff hereby waive the requirement to receive the rezoning Ordinance one week prior to the first reading and place the rezoning Ordinance on for first reading, and move to approve the proposed 1) zoning change from SR-5, Single-Dwelling Residential to SR-2, Single-Dwelling Residential and 2) plat of **Selkirk Place Sixth Addition**, as outlined in the staff report, as the proposal complies with the Fargo Growth Plan 2024, Standards of Article 20-06, Section 20-0907.B. and C and Section 20-0906. F (1-4) of the LDC, and all other applicable requirements of the LDC.”

Planning Commission Recommendation: June 2nd, 2026

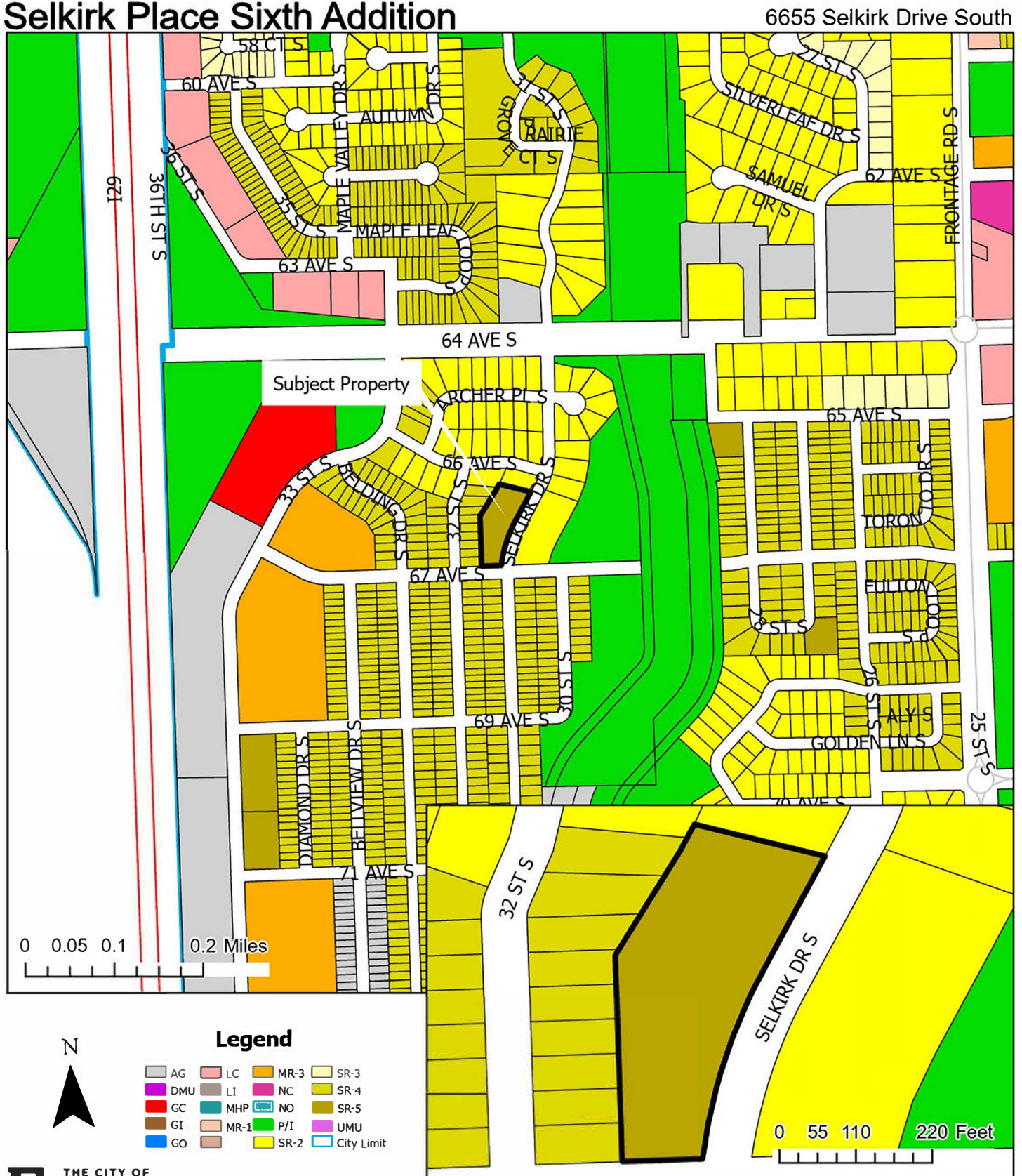
At the June 2nd, 2026 Planning Commission hearing, that Commission, by a vote of 7-0 with four Commissioners absent, moved to accept the findings and recommendations of staff and recommended approval to the City Commission of the proposed 1) zoning change from SR-5, Single-Dwelling Residential to SR-2, Single-Dwelling Residential and 2) plat of **Selkirk Place Sixth Addition**, as outlined in the staff report, as the proposal complies with the Fargo Growth Plan 2024, Standards of Article 20-06, Section 20-0907.B. and C and Section 20-0906. F (1-4) of the LDC, and all other applicable requirements of the LDC.

Attachments:

1. Zoning map
2. Location map
3. Preliminary plat

Minor Subdivision and Zoning Change from SR-5, Single-Dwelling Residential to SR-2, Single-Dwelling Residential

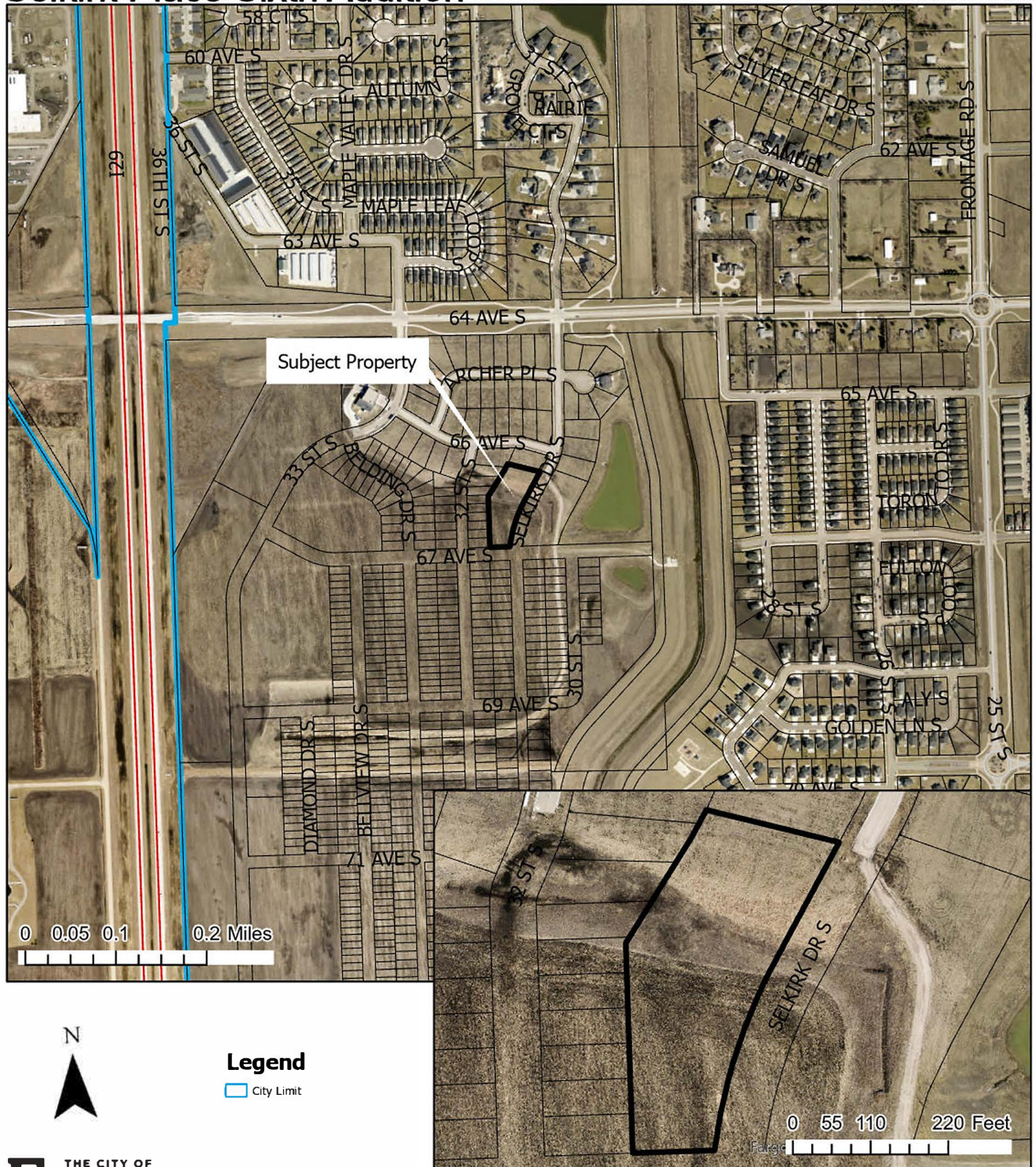
Selkirk Place Sixth Addition



Minor Subdivision and Zoning Change from SR-5, Single-Dwelling Residential to SR-2, Single-Dwelling Residential

Selkirk Place Sixth Addition

6655 Selkirk Drive South



SELKIRK PLACE SIXTH ADDITION

A REPLAT OF ALL OF LOT 10, BLOCK 3, SELKIRK PLACE SECOND ADDITION TO THE CITY OF
FARGO, CASS COUNTY, NORTH DAKOTA
A MINOR SUBDIVISION

OWNERS DESCRIPTION AND DEDICATION

KNOW ALL MEN BY THESE PRESENTS, That NICD, LLC, a North Dakota limited liability company, owner of a parcel of land located in that part of the Northwest Quarter and part of Auditors Lot 2 in the Northeast Quarter of Section 11, Township 138 North, Range 49 West of the Fifth Principal Meridian, Cass County, North Dakota, being more particularly described as follows:

All of Lot 10, Block 3, SELKIRK PLACE SECOND ADDITION, according to the recorded plat thereof, on file and of record in the office of the Recorder, Cass County, North Dakota.

Said tract contains 83,181 square feet, more or less, and is subject to all easements, restrictions, reservations and rights-of-way of record, if any.

Said owners have caused the above described parcel of land to be surveyed and platted as "SELKIRK PLACE SIXTH ADDITION" to the City of Fargo, Cass County, North Dakota.

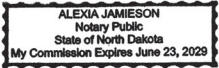
OWNER:
NICD, LLC

By: James Bullis
By: James Bullis, President

State of North Dakota } ss
County of Cass

On this 1st day of June, in the year 2026, before me, a notary public within and for said County and State, personally appeared James Bullis, President, NICD, LLC, a North Dakota limited liability company, known to me to be the person who is described in and who executed the within instrument, and acknowledged to me that he executed the same on behalf of NICD, LLC.

Alexia Jamieson
Notary Public



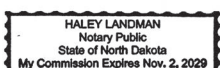
MORTGAGE HOLDER:
First International Bank & Trust

By: Matt Mueller
By: Matt Mueller, Senior Vice President

State of North Dakota } ss
County of Cass

On this 1st day of June, in the year 2026 before me, a notary public within and for said County and State, personally appeared Matt Mueller, Senior Vice President, First International Bank & Trust, 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 First International Bank & Trust.

Haley Landman
Notary Public



SURVEYOR'S CERTIFICATE AND ACKNOWLEDGEMENT

I, Shawn M. Thomasson, Registered Professional Land Surveyor under the laws of the State of North Dakota, do hereby certify that this plat is a correct representation of the survey, that all distances shown are correct and that the monuments for the guidance of future surveys have been located or placed in the ground as shown, and that the outside boundary lines are correctly designated on the plat.

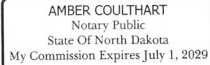
Shawn M. Thomasson Date: 6-1-26
Shawn M. Thomasson, Professional Land Surveyor
North Dakota License Number LS-5900



State of North Dakota } ss
County of Cass

On this 6 day of June, 2026, before me, a notary public within and for said County and State, personally appeared Shawn M. Thomasson, Registered Professional Land Surveyor, known to me to be the person who is described in and who executed the within instrument, and acknowledged to me that he executed the same.

Amber Coulthart
Notary Public



LEGEND

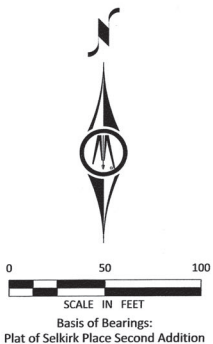
- 5/8" x 18" LONG REBAR, MONUMENT SET OR TO BE SET, CAP MARKED BY LIC. NO. LS-5900
- 5/8" DIAMETER REBAR FOUND
- SUBJECT PROPERTY LINE
- - - EXISTING PROPERTY LINE
- - - EASEMENT LINE
- 90S — EXISTING CONTOUR LINE PER CITY OF FARGO LIDAR CONTOUR DRAWINGS NAVD88 DATED 2017

BENCHMARK

CITY OF FARGO BENCHMARK 311002, THE SOUTHEAST FLANGE BOLT OF FIRE HYDRANT LOCATED AT THE SOUTHEAST CORNER OF 25TH STREET SOUTH AND 64TH AVENUE SOUTH ELEVATION=906.69 NAVD88

NOTES

THIS ENTIRE PLAT LIES WITHIN THE 100 YEAR FLOODPLAIN
BASE FLOOD ELEVATION = 906.8



CITY OF FARGO ENGINEERING DEPARTMENT APPROVAL

Approved by City Engineer this ____ day of ____, 2026.

Tom Knakmuhs, P.E., City Engineer

State of North Dakota } ss
County of Cass

On this ____ day of ____, in the year 2026, before me, a notary public within and for said County and State, personally appeared Tom Knakmuhs, P.E., City Engineer known to me to be the person who is described in and who executed the within instrument, and acknowledged to me that he executed the same as City Engineer for the City of Fargo.

Notary Public

CITY OF FARGO PLANNING COMMISSION APPROVAL

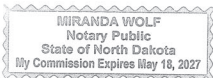
Approved by the City of Fargo Planning Commission this 2nd day of June, 2026.

Miranda R. Tasa
Miranda R. Tasa, Planning Commission Chair

State of North Dakota } ss
County of Cass

On this 2nd day of June, in the year 2026, before me, a notary public within and for said County and State, personally appeared Miranda R. Tasa, Planning Commission Chair, known to me to be the person who is described in and who executed the within instrument, and acknowledged to me that she executed the same on behalf of the Fargo Planning Commission.

Miranda Wolf
Notary Public



FARGO CITY COMMISSION APPROVAL

Approved by the Board of City Commissioners and ordered filed this ____ day of ____, 2026.

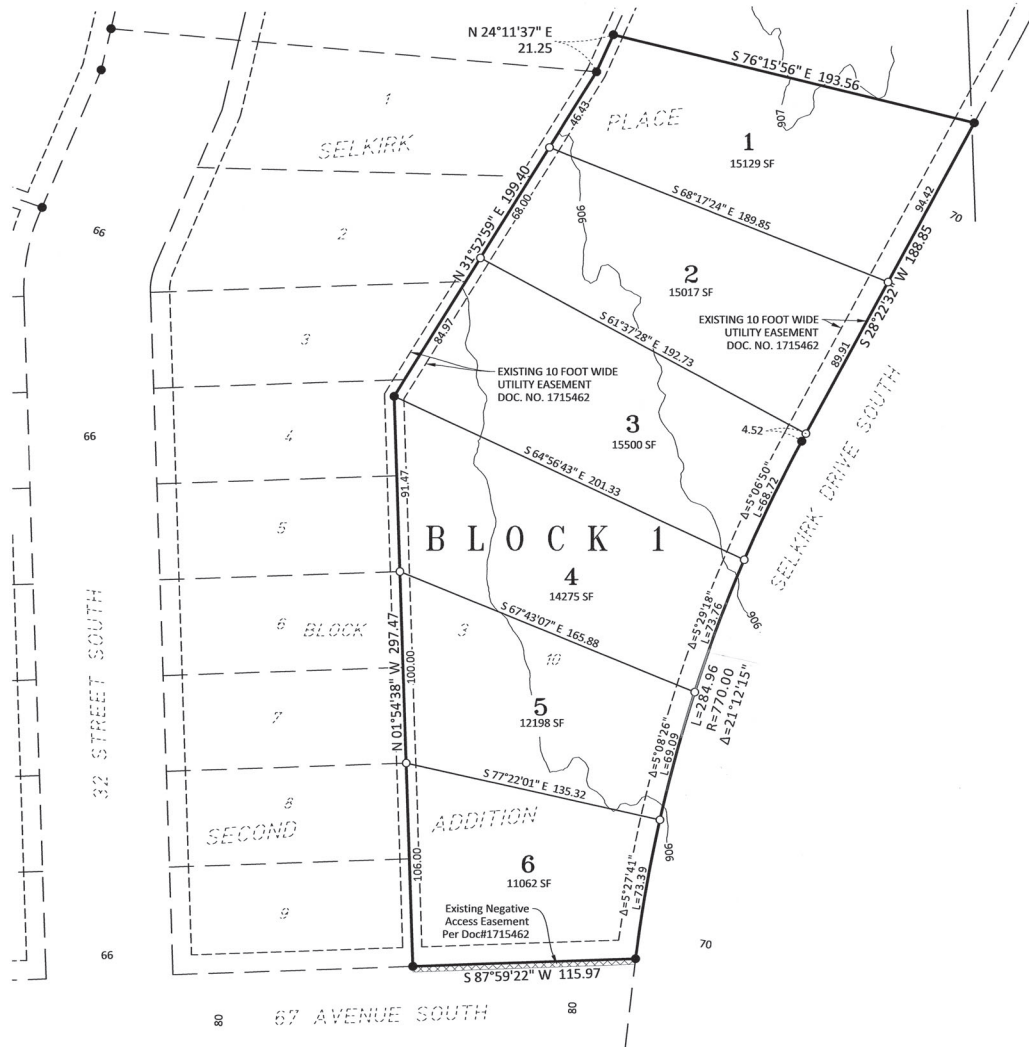
Timothy J. Mahoney, Mayor

Attest:
Angie Bear, Deputy Auditor on behalf of City Auditor

State of North Dakota } ss
County of Cass

On this ____ day of ____, in the year 2026, before me, a notary public within and for said County and State, personally appeared Timothy J. Mahoney, Mayor, and Angie Bear, known to me to be the persons who are described in and who executed the foregoing instrument, and acknowledged that they executed the same ad their free act and deed on behalf of the City of Fargo.

Notary Public



OFFICE OF THE CITY ATTORNEY
FARGO, NORTH DAKOTA

ORDINANCE NO. _____

1 AN ORDINANCE REZONING CERTAIN PARCELS OF LAND
2 LYING IN SELKIRK PLACE SIXTH ADDITION
3 TO THE CITY OF FARGO, CASS COUNTY, NORTH DAKOTA

4 WHEREAS, the Fargo Planning Commission and the Board of City Commissioners of the
5 City of Fargo have held hearings pursuant to published notice to consider the rezoning of certain
6 parcels of land lying in the proposed Selkirk Place Sixth Addition to the City of Fargo, Cass
7 County, North Dakota; and,

8 WHEREAS, the Fargo Planning Commission recommended approval of the rezoning
9 request on June 2, 2026; and,

10 WHEREAS, the rezoning changes were approved by the City Commission on July 20,
11 2026,

12 NOW, THEREFORE,

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

14 Section 1. The following described property:

15 All of Selkirk Place Sixth Addition to the City of Fargo, Cass County, North
16 Dakota;

17 is hereby rezoned from "SR-5", Single-Dwelling Residential, District to "SR-2", Single-Dwelling
18 Residential, District;

19 Section 2. The City Auditor is hereby directed to amend the zoning map now on file in his
20 office so as to conform with and carry out the provisions of this ordinance.
21
22
23

OFFICE OF THE CITY ATTORNEY
FARGO, NORTH DAKOTA

ORDINANCE NO. _____

1 Section 3. This ordinance shall be in full force and effect from and after its passage and
2 approval.
3
4

Joshua A. Boschec, Mayor

5 (SEAL)

6 Attest:
7

8
9 _____
10 Angie Bear, Deputy Auditor,
11 on behalf of City Auditor
12
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First Reading:
Second Reading:
Final Passage:

MEMORANDUM

TO: BOARD OF CITY COMMISSIONERS

FROM: NICOLE CRUTCHFIELD, PLANNING DIRECTOR 
KRISTI SYLSKAR, HUD GRANT ADMINISTRATOR

DATE: JULY 16, 2026

**RE: PUBLIC HEARING FOR FARGO'S 2025 HUD CONSOLIDATED
ANNUAL PERFORMANCE AND EVALUATION REPORT (CAPER) FOR
COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) AND HOME
INVESTMENT PARTNERSHIPS (HOME) PROGRAMS**

Planning & Development Department staff has prepared Fargo's 2025 Consolidated Annual Performance and Evaluation Report (CAPER) for the U.S. Department of Housing and Urban Development (HUD) CDBG and HOME programs. Announcement of the report is outlined in the public notice (attached for reference) that was published in *The Forum* newspaper on July 8, 2026.

The purpose of the CAPER is to report on HUD-funded activities that were completed during Program Year 2025 (the time period of May 1, 2025 through April 30, 2026). The report evaluates the City's progress toward the goals and objectives established in the approved 2025 Annual Action Plan. This progress is measured by reporting accomplishments (the number of families and/or persons assisted with HUD funds, the number of housing units resulting from HUD-funded activities, etc.), expenditures (the amount of HUD funds spent and reimbursed for these HUD activities), and beneficiary data (the demographics of persons and/or families assisted through these HUD activities).

HUD prescribes both the format and required content of this document, resulting in a standardized report with limited flexibility in presentation. The front portion of the report consists primarily of narrative responses to HUD's prescribed questions, and pages 51-57 provide numerical accomplishments resulting from HUD-funded activities completed during Program Year 2025. Pages 58-73 summarize financial expenditures. Although HUD funding is awarded by program year, it is often spent over multiple years. As a result, the financial sections of the report reflect expenditures from multiple program year allocations rather than only Program Year 2025 funds.

Program Year 2025 is also unique because it ends the City's previous 5-Year Consolidated Plan (2020-2024) and begins the City's new 5-Year Consolidated Plan (2025-2029). As a result, readers will notice changes in priorities and activity strategies between the two Consolidated Plan periods.

Per the HUD-required and adopted Citizen Participation Plan, this report is being presented at the July 20, 2026 City Commission meeting as a Public Hearing. The timeline, including the 15-day public comment period (July 9 – July 23, 2026), is outlined in the public notice. Access to the online link for the 2025 CAPER is available on the City website at www.FargoND.gov/plansandstudies (posted July 8, 2026). To date, no public comments have been received on the 2025 CAPER.

After the City Commission meeting and public comment period, the report will be submitted to HUD for final review and approval, as per Federal grant management requirements.

Attachments: Notice of Public Hearing & Public Comment Period
PowerPoint Slideshow

Recommended Motion: Receive and file 2025 Consolidated Annual Performance and Evaluation Report.

EXHIBIT
(for reference only)

Public Notice

City of Fargo
Notice of Public Comment Period & Public Hearing
Community Development Block Grant (CDBG) & HOME Programs
2025 Consolidated Annual Performance and Evaluation Report (CAPER)

The City of Fargo is opening a 15-day public comment period for review of the draft City of Fargo Consolidated Annual Performance and Evaluation Report (CAPER) to the U.S. Department of Housing and Urban Development (HUD) for the 2025 Action Plan. Comments on this report can be submitted to the Planning and Development Department during the public comment period, which runs from July 9 - 23, 2026, or at the public hearing scheduled for Monday, July 20, 2026 during the regular Fargo City Commission meeting. A copy of the report, along with any current public comments received, is available to the public for review and comment at the locations listed below.

COMMENTS, SCHEDULE, ACCESSIBILITY & NON-DISCRIMINATION NOTICE

Comments and suggestions from the public are encouraged through the public comment period and/or at the public hearing. Comments may be submitted until 4:30 p.m. Central Daylight Time (CDT) on Thursday, July 23, 2026, by email, telephone, or mail. Contact information and schedule are provided below:

15-Day Comment Period:
July 9 - 23, 2026

Public Hearing Details:
Monday, July 20, 2026 - 5:05 PM
Fargo City Commission Chambers
225 4th Street North, Fargo, ND 58102

Contact Information:
City of Fargo
Planning and Development Department, 2nd Floor
Attn: HUD Grant Administrator
225 4th Street North, Fargo ND 58102
Phone: 701.241.1474
Planning@FargoND.gov

City of Fargo Website "Contact Us":
<https://fargond.gov/city-government/departments/planning-development/contact-us>

Draft Report Available At:
Online at www.FargoND.gov/plansandstudies; and
Fargo Housing and Redevelopment Authority at 325 Broadway North, Fargo, ND 58102; and
All Fargo Library locations; and
By requesting a copy through the Planning & Development Department

Accessibility – Fargo City Hall is serviced by public transit, fully accessible and can accommodate persons with disabilities. Alternative formats of this information (e.g., Braille, American Sign Language, etc.) or reasonable accommodations for persons with hearing/vision impairments and/or other disabilities will be made upon request. Contact City of Fargo’s Section 504/ADA Coordinator Bekki Majerus at 701.298.6966 to arrange for services (a 48 hour notice may be needed). To access TTY/ND Relay service dial 800.366.6888 or 711.

Limited English – Reasonable steps will be taken to provide persons with limited English proficiency (LEP) meaningful access, including the availability of interpretation and translation services. Contact the City of Fargo Planning and Development Department at 701.241.1474 or Planning@FargoND.gov if services are needed.

Non-Discrimination Notice – In accordance with Federal regulations and City of Fargo policies, services are provided without regard to race, color, religion, sex, disability, familial status, national origin, age, marital status, veteran status, sexual orientation, gender identity, public assistance, domestic violence, lawful activity, or condition protected by applicable federal and state laws. This recipient does not discriminate in admission or access to, or treatment or employment in, its federally assisted programs and activities. The City is an equal employment/equal housing opportunity agency.



City of Fargo

PUBLIC HEARING

for HUD CDBG & HOME

2025 Consolidated Annual Performance and Evaluation Report (CAPER)

July 20, 2026



Background on HUD Programs

- Fargo is an “Entitlement” community and a “Participating Jurisdiction (PJ)”, meaning it receives annual federal funding directly from the U.S. Department of Housing & Urban Development (“HUD”).
- The timing that funds are awarded to the City varies from year-to-year, depending on the federal budget and appropriations process.
- As a recipient of HUD funds, the City is required by HUD to develop various plans, which assess priority community development needs, determine strategies for spending the HUD funds, and set targeted outcomes for the use of these HUD funds.
- This includes plans that detail what the City will do each year to address the identified needs & goals, as well as reports on the progress & accomplishments of activities that address these identified goals.
- All activities and funds go through a citizen participation process, including a 30-day public comment period and a public hearing at City Commission.



Background on HUD Funding Sources

There are two separate funding sources that the City of Fargo receives from HUD each year. They are as follows:

1. Community Development Block Grant (or “CDBG”)

Projects typically include activities to support housing or community programs and facilities, such as, but not limited to: public infrastructure/public facilities improvements, property acquisition, or homelessness services.

2. HOME Investment Partnerships Program (or “HOME”)

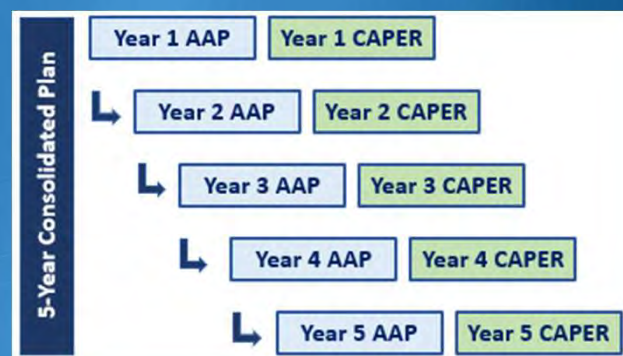
Projects are solely focused on housing (i.e., single & multi-family, homeownership & rental). Specific activities typically include rehabilitation, tenant-based rental assistance, construction, or demolition.



Background on HUD Plans & Reports

1. Every five years, the City creates a 5-Year Consolidated Plan (“Con Plan”) that identifies housing and community development priorities.
2. Each year, the City creates an Annual Action Plan (“AAP”) on how it will use its CDBG & HOME funding to fulfill the goals of the Con Plan.
3. Annually, the City reports on its progress through its Consolidated Annual Performance and Evaluation Report (“CAPER”).

We are currently in the public comment period for Fargo’s 2025 CAPER (the 2025 CAPER is the “Year 1 CAPER” of the 2025-2029 Con Plan).



Goals & Priority Needs for 2025-2029 Consolidated Plan & 2025 Annual Action Plan

Goals Identified in the 5-Year Con Plan & 2025 Annual Action Plan are as follows:

1. Affordable Housing (housing stability, housing preservation)
2. Ending & Preventing Homelessness (services for individuals with extremely low incomes)
3. Public Infrastructure-Public Facility Improvements (public infrastructure and facilities improvements in low- and moderate-income area neighborhoods)
4. Fair Housing (required)

The status and progress of the 2025 Annual Action Plan activities that address the above goals are detailed on the next slide.



Progress of 2025 Annual Action Plan Activities

The majority of activities identified in the 2025 Annual Action Plan are currently underway.

CDBG-funded activities:

1. Improvements to existing public infrastructure located in low-to-moderate income area neighborhoods – *planning and project coordination are underway & services for conducting this activity's HUD-required environmental review have been secured*
2. Operational support to maintain a neighborhood response team named the Homeless Engagement and Response Team (HEART) – *operations are underway & 33 individuals were assisted in the 2025 program year with more individuals to be assisted in the 2026 program year through this activity*
3. Operational support for fair housing services to provide ongoing education, outreach, test coordination, mediation, and technical assistance on fair housing in Fargo – *activity is underway*

HOME-funded activities:

1. Tenant-Based Rental Assistance – *development of program design, policies, and implementation framework for a TBRA program, to assist eligible households with their rental housing expenses, is underway*



Accomplishments from *Pre-2025* Annual Action Plan Activities

Pre-2025 Annual Action Plan Activities completed in the 2025 Program Year are as follows:

1. New construction of affordable, single-family housing – *1 homeowner housing unit completed*
2. New construction of affordable, multi-family rental housing – *3 rental units completed (in total, 52 rental units were completed, 3 of which are HUD HOME units)*
3. Substantial rehabilitation of an emergency shelter's HVAC system – *824 individuals assisted*
4. Operational support for street outreach services in downtown – *179 individuals assisted*
5. Funding for staffing a mobile medical unit – *55 individuals assisted*



HUD Public Hearing for 2025 CAPER CDBG & HOME Programs

15-day Public Comment Period: *Ends July 23, 2026*

Public Hearing at City Commission Meeting: *July 20, 2026*

If you have any formal public comments, please contact:

- Planning@FargoND.gov (Planning Dept E-mail)
- 701.241.1474 (Planning Dept Phone Number)
- City Hall Planning & Development Department, 2nd Floor (225 4th Street North, Fargo, ND 58102)



MEMORANDUM

TO: City Commission

FROM: Nicole Crutchfield, Planning Director *NW*
Maegin Elshaug, Planning Coordinator

DATE: July 15, 2026

RE: Renaissance Zone Application for a rehabilitation project from EWR Fargo Dakota Center, LLC (Edgewood Properties LLLP) (377-F) located at 51 Broadway North

The City received a Renaissance Zone (RZ) application from EWR Fargo Dakota Center, LLC (owned by Edgewood Properties LLLP) to rehabilitate a commercial building at 51 Broadway North. Pursuant to the application and supplemental information, the project will rehabilitate the existing building by updating the HVAC, electrical, plumbing, fire/life safety systems, related mechanical improvements, and modernizing to Class A office standards. Exterior improvements include lighting, storefront modernization, painting, and window sealing and repair. There is work occurring within the building, including general maintenance and work on the third floor. This work is not eligible towards the minimum requirements of the application, and the applicant has confirmed the scope of work and value is not included in the application. Attached is a copy of the staff report, application and corresponding materials.

As indicated in the attached documentation, the project meets all state and local requirements for approval and is consistent with goals and objectives as established in the Fargo Renaissance Zone Development Plan. The application indicates an investment of approximately \$5,374,696, which is approximately \$50.60 per square foot and exceeds the minimum investment threshold as set forth in the plan.

The RZA recommended approval unanimously on June 24, 2026.

Recommended Action: Approve the Renaissance Zone application for EWR Fargo Dakota Center, LLC (Edgewood Properties LLLP) and grant property tax exemptions and State income tax exemptions as allowed by the ND Renaissance Zone law contingent upon completion of the project and verification of costs.



Staff Report
Renaissance Zone Application for
EWR Fargo Dakota Center, LLC (Edgewood Properties LLLP) (377-F)
51 Broadway North

Project Evaluation:

The City of Fargo received a Renaissance Zone application from EWR Fargo Dakota Center, LLC (owned by Edgewood Properties LLLP) for a commercial rehabilitation project at 51 Broadway North. Pursuant to the application and supplemental information, the project will rehabilitate the existing building by updating the HVAC, electrical, plumbing, fire/life safety systems, related mechanical improvements, and modernizing to Class A office standards. Exterior improvements include lighting, storefront modernization, painting, and window sealing and repair. The building is six stories and 106,239 square feet.

There is work already occurring within the building, including general maintenance and work on the third floor, however this work is not eligible towards the minimum requirements of the application. The applicant has confirmed that the scope and cost of the work in-progress is not included as part of this application.

The Planning Department has reviewed the application and has provided a project ranking based on the analysis below.

1. **Renaissance Zone Plan Goals:** Use consistent with the RZ Plan (as per Visions and Goals): As noted in the 2024 Renaissance Zone Development Plan. *(portions of responses are from applicant, as noted)*
 - a. *Grow as a Neighborhood:* Invest in housing to increase the population living Downtown and maintain Downtown's diversity.
The project does not provide housing. The application notes, however, that the project strengthens the Downtown mixed-use neighborhood by increasing employment density, expecting to add about 200 employees, which will increase foot traffic and support nearby housing, retail, and services.
 - b. *Prosper as a Business Center:* Increase the number and types of jobs Downtown.
The Dakota Center redevelopment directly supports Downtown Fargo's role as the region's primary business hub. The building's current condition limits its ability to attract and retain modern tenants; this project addresses that gap by delivering true Class A office space with updated systems, flexible layouts, and competitive amenities. By returning approximately 40,000 square feet of underutilized space to the market, the project enables business expansion and relocation into downtown while helping retain existing tenants who might otherwise seek newer suburban alternatives. The result is a stronger, more competitive Downtown office market and a meaningful increase in employment density. (response from applicant)
 - c. *Thrive as a Destination:* Create a unique Downtown experience with an activated riverfront and vibrant sidewalks and public spaces that serve as the backdrop of the community's social life.
The project makes upgrades to the exterior and introduces a commercial storefront to the building, such as a coffeeshop or restaurant. The configuration of the building lends itself the opportunity to activate the private space of the courtyard-like setting adjacent to the public sidewalk.
 - d. *Be a model for Inclusive Growth and Development:* Protect Downtown's diversity and evolve as a model for equitable growth and development.

The application notes the project supports a range of job types and provides accessible, public-facing amenities. The project does not address diversity, accessible public amenities, or needs of specific populations.

- e. *Complete our Streets*: Make complete streets common place and encourage trips by foot, bicycle, and bus, as well as car.

Noted in the application, enhancements to the ground floor and active uses along Broadway will improve the pedestrian experience and increase street activity, and that the project aligns with equitable growth principles and efficient use of existing infrastructure. Being Downtown and on Broadway, likely the project will encourage trips by foot, bicycle and bus, as well as by car. The property is within one block of the GTC (Ground Transportation Center) for MATBUS.

- f. *Park Smart*: Manage parking resources to meet the needs of drivers, while also making room for new development and activity.

As noted in the application, the project leverages existing Downtown parking resources without requiring new infrastructure and that by increasing density within an established site, it promotes efficient use of shared parking assets. Parking for the property exists on the block, just east of the building.

- g. *Play with purpose*: Develop a system of connected all-season green spaces designed for people (of a range of ages and interests) and purpose (as infrastructure that absorbs stormwater).

The proposed project does not include information related to storm water retainage, however, the project provides a rooftop balcony and tenant amenity space. The existing structure provides a space on the private property adjacent to the public right-of-way that could be utilized in a variety of ways, including gathering and outdoor dining related to the commercial space.

(15/20 points)

- 2. **Investment Thresholds**: Does the investment comply with minimum investment thresholds (locally determined) for residential and commercial projects as set forth in this RZ Plan?

According to the application, the structure is 106,239 square feet (excluding basement):

Overall, the application estimates a total capital investment of approximately \$5,374,696. This equates to approximately a \$50.60 per square foot investment on the commercial space.

(10/10 points)

- 3. **High Priority Land Use**: The new construction or proposed improvements are representative of “High Priority Land Uses” as defined by this RZ Plan (page 9).

- a. Primary Sector Business, Industry or Talent-dependent Enterprises:

The applicant has stated that they believe some businesses would qualify as primary sector, and also notes that other businesses would likely be talent-dependent.

- b. Active Commercial, Specialty Retail or Destination Commercial:

The project anticipates active retail.

- c. Mixed Use Development:

The project is not mixed use.

(15/20 points)

4. **Targeted Areas:** Is the investment located in a “Targeted Area” as defined by this RZ Plan? Consideration shall be given to whether this property has been vacant or underutilized for a period of time and/or whether the property is specifically targeted for clearance.
- a. Parcels that have been vacant or underutilized for an extended period of time:
The building was built in 1981. The applicant states it has been underutilized for an extended period of time, noting that for about the last 15 years, half the building has been vacant.
 - b. Parcels specifically targeted for clearance:
The RZ Plan identifies the west half of Block 49 for preservation and rehabilitation.

(10/10 points)

5. **Urban Design:** Is the project representative of strong urban design principles?

The building was constructed in 1981. The project is to rehab the building, including updates to the HVAC, electrical, plumbing, and fire/life safety systems, and related mechanical improvements. Exterior improvements include lighting, storefront modernization, painting, and window sealing and repair.

(8/10 points)

6. **Investment Analysis:** Consideration and analysis as to the total actual investment.

As proposed, the redevelopment project and improvement costs exceed both the 50% (true and full value of the building) and \$40 per square foot requirement for commercial rehabilitation. The application represents a total estimated capital investment of \$5,374,696 with a current building valuation of \$10,686,000, just exceeding 50%. The capital investment is approximately \$50.60 per square foot, which exceeds the \$40 per square foot.

The City has not received an application for this scale of a rehab project in recent years. The project exceeds the square footage thresholds, and just exceeds the 50% of the full and true value. The applicant has provided an estimated financial summary which is attached to the packet. Final project costs will be verified at the end of construction prior to project approval to ensure minimums have been met.

(10/10 points)

7. **Business Relocation:** Consideration as to whether the project will include or accommodate the relocation of a business from another North Dakota community?

Staff is not aware that the project will include or accommodate a relocation of a business from another ND community.

(10/10 points)

8. **Street Activation:** Will the project fit contextually and will the project contribute or enhance the area from an architectural perspective?

Renaissance Zone projects are anticipated to be conscience of four-sided design, which has been seen with other projects within the Downtown area, this project will be a rehabilitation of an existing building. The building was built in 1981 and includes updates to the façade with painting, lighting, and window sealing and repair.

(8/10 points)

Summary:

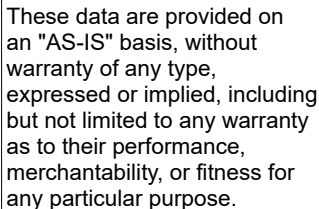
This application received a score of 86 on a 100-point scale. The proposed project surpasses the local capital improvement requirement of \$40 per square foot requirement for commercial rehabilitation. The amount invested in the project exceeds state and local guidelines.

Staff is recommending approval to the Fargo City Commission and believes this project is a benefit to the downtown community will positively contribute to the health of surrounding neighborhood and nearby businesses.

Suggested motion:

Recommend approval to the Fargo City Commission to approve the application submitted by EWR Fargo Dakota Center, LLC (Edgewood Properties LLLP) and to grant the property tax exemption and the State income tax exemptions as allowed by the ND Renaissance Zone law contingent upon completion of the project and verification of costs.

Criteria:		Staff Rating	Possible Points
1	Consistency with Plan Goals	15	20
2	Investment Thresholds	10	10
3	High Priority Land Uses	15	20
4	Consistency with Targeted Areas	10	10
5	Urban Design	8	10
6	Investment Analysis	10	10
7	Business Relocation	10	10
8	Street Activation	8	10
Total Rating (100 possible points)		86	100



1:4,514

6/8/2026 12:49 PM

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

April 30, 2026

City of Fargo
Planning & Development
Fargo, North Dakota

Re: Dakota Center Renaissance Zone Application

Dear Planning & Development Staff and Members of the Renaissance Zone Authority:

On behalf of ownership, we are pleased to submit this application for the Dakota Center and to share our enthusiasm for the opportunity to reinvest in one of downtown Fargo's most prominent and historically significant buildings.

We view the Dakota Center as a cornerstone asset along the Broadway corridor, and our goal is to thoughtfully reposition the property back to Class A standards while enhancing its role as an active, vibrant contributor to the downtown environment. The enclosed renderings and preliminary plans reflect our initial vision for exterior improvements, common area enhancements, and the introduction of new amenity spaces designed to better serve both tenants and the broader community.

At the same time, we want to emphasize that these materials represent the beginning—not the full extent—of what we intend to accomplish. A significant portion of the building's long-term value will be realized through future tenant-driven improvements, including customized buildouts, amenity integrations, and programmatic uses that respond directly to market demand. As we continue leasing the remaining available space, we expect to collaborate closely with tenants to refine and expand upon these plans in a way that maximizes both functionality and economic impact.

We would welcome the opportunity to share those evolving plans with the City as they develop and to ensure continued alignment with the goals of the Renaissance Zone program. Our intent is to create a project that not only revitalizes the Dakota Center itself, but also contributes meaningfully to the continued growth, activation, and walkability of downtown Fargo.

For administrative clarity, Edgewood Properties, LLLP is the sole owner of EWR Fargo Dakota Center, LLC, which is a disregarded entity for tax purposes. As a result, a separate certificate of good standing is not available for that entity.

We appreciate your consideration of this application and look forward to working collaboratively throughout this process.

Sincerely,



Jacob T. Strinden
Associate General Counsel
EWR Fargo Dakota Center, LLC

APPLICATION FOR RENAISSANCE ZONE PROJECT

Property owners, business owners, developers or investors interested in pursuing a Renaissance Zone project should review the 2024 RZ Plan. The RZ Plan delineates the current geographical boundaries of the program (only certain blocks within the downtown core are included) and provides additional detail on minimum investment requirements and applicable program goals and objectives that must be met.

Application submitted for (check all that apply):

- | | |
|---|---|
| ☐ New Construction | ☐ Commercial Lease |
| ☐ Purchase with Major Improvements | ☒ Rehabilitation: ☒ Commercial ☐ Residential |
| ☐ Primary Residential Purchase | ☐ Block Addition |

Property Owner Information	Contact Person Information (if different than owner)
Name (printed): EWR Fargo Dakota Center, LLC	Name (printed): Jacob T. Strinden
Name (printed):	Address:
Address:	51 Broadway N., Suite 600, Fargo, ND 58102
51 Broadway N., Suite 600, Fargo, ND 58102	

Parcel Information
Address: 51 Broadway N., Fargo, ND 58102
Unit Number:
Renaissance Zone Block Number: 49
Legal Description (attach separate sheet if more space is needed):
See attached.
Parcel Number: 01-1520-00023-000

Is this property listed on or a contributing structure to the National Register of Historic Places? ☐ Yes ☐ No
Do you intend to apply for a Historic Preservation Tax Credit in conjunction with this project? ☐ Yes ☒ No

Project Information	
Total Project Cost: (Qualified Capital Improvements) \$5,374,696.79	
Current Use of Property: Class B/C Office	
Anticipated Use Upon Completion: Class A Office and Retail	
Expected Date of Purchase:	Expected Date of Occupancy:
Estimated Property Tax Benefit: (Over five year exemption period) \$804,078.04	Estimated State Income Tax Benefit: (Over five year exemption period) \$37,500
Current Employees: (Full-time equivalent) ~315	Anticipated Employees: (Full-time equivalent) ~545

Scope of Work

The Dakota Center redevelopment restores a legacy downtown office asset that has fallen into material disrepair and repositions it as a premier Class A employment, amenity, and street activation hub within the Renaissance Zone. The project combines structural modernization, high quality tenant environments, and public facing activation to support new and expanding businesses, drive employment density, private investment, and pedestrian vitality in the urban core.

Major improvements include:

- Raising ceiling heights and modernizing building systems to achieve Class A standards
- Comprehensive renovation of tenant suites and common areas
- Creation of a tenant amenity level with rooftop balcony and outdoor gathering space
- Addition of a ground floor coffee shop/restaurant to activate Broadway frontage
- Modernized façade and storefront transparency to strengthen pedestrian engagement

The project follows the established pattern of successful downtown adaptive reuse and revitalization projects and aligns with prior Renaissance Zone precedents involving historic office modernization and mixed use activation.

Additional Project Information

New Construction/Rehabilitation/Purchase with Improvements Only

Current Building Value: (Taxable Improvement Value) \$10,686,000	Estimated Building Value Upon Completion: (Taxable Improvement Value) \$16,100,000
Building Area Upon Completion (SF): 106,239	Number of Stories Upon Completion: 6

Commercial Lease Only

Lease Area Upon Completion (SF):			
Type of Business:			
☐ New business moving to the Renaissance Zone	☐ Expanding Business moving to the Renaissance Zone	☐ Existing Business Expanding within the Renaissance Zone	☐ Continuation of a lease moving from one Renaissance Zone Project to another Renaissance Zone Project

Residential Purchase Only

Will this be your primary place of Residency?:
--

Acknowledgement – We hereby acknowledge that we have familiarized ourselves with the rules and regulations to the preparation of this submittal and that the foregoing information is true and complete to the best of our knowledge.

Owner (Signature): 	Date: <u>4.20.26</u>
Joint Owner (Signature):	Date:
Representative (Signature): 	Date: <u>4.28.26</u>

Goals of the Fargo Renaissance Zone Plan

Is the proposed use of the project consistent with the RZ Plan? As noted in the Renaissance Zone Development Plan the desired land use will contribute to a number of goals:

1. *Grow as a Neighborhood.* How will this project invest in housing to increase the population living Downtown and maintain Downtown's diversity?

This project strengthens Downtown Fargo as a mixed-use neighborhood by increasing employment density and supporting nearby residential demand. By modernizing the Dakota Center and adding ground-floor amenities, it reinforces a live-work-play environment that benefits both residents and businesses.

At stabilization, the project is expected to add approximately 200 employees, increasing foot traffic and supporting surrounding housing, retail, and services.

2. *Prosper as a Business Center.* How will this project increase the number and type of jobs Downtown (or accessible from Downtown)?

The Dakota Center redevelopment directly supports Downtown Fargo's role as the region's primary business hub. The building's current condition limits its ability to attract and retain modern tenants; this project addresses that gap by delivering true Class A office space with updated systems, flexible layouts, and competitive amenities.

By returning approximately 40,000 square feet of underutilized space to the market, the project enables business expansion and relocation into downtown while helping retain existing tenants who might otherwise seek newer suburban alternatives. The result is a stronger, more competitive downtown office market and a meaningful increase in employment density.

3. *Thrive as a Destination.* How will this project create a unique Downtown experience with an activated riverfront and vibrant sidewalks and public spaces that serve as the backdrop to the community's social life?

The project enhances downtown vibrancy by activating the Broadway frontage with a coffee shop or restaurant and improving the building's public-facing design.

The addition of a rooftop amenity space further creates a unique destination for tenants and visitors, contributing to a more dynamic urban experience.

4. *Be a Model for Inclusive Growth and Development.* How will this project protect Downtown's diversity and evolve as a model for equitable growth and development?

This redevelopment reinvests in an existing structure, preserving downtown character while promoting long-term sustainability. It supports a range of job types and provides accessible, public-facing amenities.

By focusing on rehabilitation, the project aligns with equitable growth principles and efficient use of existing infrastructure.

5. *Complete our Streets.* How will this project make complete streets common place and encourage trips by foot, bicycle, and bus, as well as car?

Enhancements to the ground floor and active uses along Broadway will improve the pedestrian experience and increase street activity.

The central location supports walkability and access to transit, reinforcing the City's goals for a connected, multimodal downtown.

6. *Park Smart.* How will this project manage parking resources to meet the needs of drivers, while also making room for new development and activity?

The project leverages existing downtown parking resources without requiring new infrastructure. By increasing density within an established site, it promotes efficient use of shared parking assets.

7. *Play with Purpose.* Will this project develop a system of connected all-season green spaces designed for people (of a range of ages and interests) and purpose (as infrastructure that absorbs stormwater)?

The rooftop balcony and tenant amenity space provide flexible areas for gathering and collaboration. These additions enhance the building's functionality while contributing to a more engaging downtown environment.

Legal Description

Lots 1 through 7, inclusive; Lots 8 through 12, inclusive, except the South 116 feet thereof; Lots 13, 14, 20, 21 and 22; vacated alley adjacent to Lots 1 through 13 and Lot 22; all in Block 1, of Keeney and Devitt's Addition to the City of Fargo, situate in the County of Cass and the State of North Dakota.

To: City of Fargo Renaissance Zone Authority

From: Edgewood Real Estate Investment Trust

Subject: Detailed Overview of Dakota Center Rehabilitation and Improvements

The Dakota Center project represents a substantial reinvestment into one of downtown Fargo's most prominent office properties and is intended to reposition the building as a modernized, highly active mixed-use office and commercial destination that better serves tenants, employees, visitors, and the broader downtown community. The overall scope of work involves a comprehensive rehabilitation of both the building interior and exterior, with a focus on modernizing aging building systems, improving the tenant experience, enhancing the building's visibility and presence within downtown Fargo, and creating updated spaces capable of attracting and retaining high-quality office and commercial users.

The planned improvements include significant renovations to the building's common areas, including the lobbies, corridors, restrooms, and other shared tenant spaces. The project also contemplates modernization of building systems, including HVAC, electrical, plumbing, technology infrastructure, fire/life safety systems, and related mechanical improvements necessary to improve the long-term functionality and competitiveness of the property. In addition, exterior improvements are to include façade and entry enhancements, lighting improvements, storefront modernization, and other upgrades intended to improve the building's streetscape presence and activate portions of the property that interface with the surrounding downtown environment.

A substantial component of the project also involves the renovation and construction of tenant suites and amenity spaces designed to accommodate the needs of modern office users and talent-dependent, primary sector, and national businesses. The intent is to create flexible, updated office environments capable of supporting professional service firms, financial services companies, technology-oriented users, healthcare administration users, engineering and design firms, and other employers that contribute to downtown Fargo's economic vitality and employment base. The project is specifically intended to enhance the competitiveness of downtown Fargo in attracting and retaining highly skilled employers and workforce talent consistent with the goals of the Renaissance Zone Plan.

In connection with the broader modernization effort, the project also contemplates the creation of a state-of-the-art tenant amenity center and rooftop patio environment intended to significantly enhance the overall tenant experience and improve the competitiveness of the property within the market. The amenity space is envisioned as a modern, hospitality-oriented environment designed to support collaboration, informal meetings, tenant events, and employee wellness while also providing a unique gathering space overlooking downtown Fargo.

The rooftop and upper-floor amenity concepts include indoor and outdoor gathering areas, lounge and collaboration spaces, food and beverage serving areas, flexible seating environments, enhanced landscaping and lighting features, and integrated technology infrastructure designed to support modern workplace expectations. The project team believes these types of amenities are

increasingly important in attracting and retaining talent-dependent, primary sector, and national businesses and creating high-quality employment environments capable of competing with newer office product in larger regional markets.

In addition to serving building tenants, the rooftop patio and amenity environment are intended to contribute to the overall vibrancy and activation of downtown Fargo by creating highly active shared spaces that encourage employee engagement, business interaction, and increased utilization of the downtown core beyond traditional working hours. These improvements are consistent with the Renaissance Zone goals of strengthening downtown economic vitality, supporting mixed-use urban activity, encouraging reinvestment into underutilized properties, and creating a more vibrant and attractive downtown environment for residents, employees, and visitors alike.

In addition to office uses, the project contemplates active commercial and destination-oriented uses intended to contribute to the vibrancy of downtown Fargo and increase pedestrian activity surrounding the property. Potential uses may include food and beverage concepts, coffee shop or café space, specialty retail, service-oriented commercial uses, and tenant amenity-oriented spaces that encourage activity both within the building and along the surrounding streetscape. The project team believes the property is uniquely positioned to support active first-floor commercial uses that strengthen the downtown environment and better connect the property to the surrounding Broadway corridor and downtown business district.

The project also includes tenant amenity enhancements and collaborative gathering spaces intended to further modernize the property and improve the tenant experience. While certain design elements may continue to evolve in coordination with future tenants and leasing activity, the overarching goal of the project is to return the Dakota Center to a highly competitive, Class A-quality downtown asset that supports long-term economic growth and continued investment within Fargo's urban core.

Attached conceptual renderings and floor plans include concepts for the tenant amenity center, rooftop patio environment, upgraded lobby and common areas, and modernized tenant suite configurations. While certain elements may continue to evolve through the design and leasing process, the attached materials are intended to illustrate the anticipated character, quality, and overall scope of the proposed rehabilitation project.

The overall rehabilitation project represents a significant capital investment into the property and exceeds the minimum investment thresholds applicable to Renaissance Zone rehabilitation projects. A financial summary and supporting cost breakdown are being provided separately as part of the application materials. Those materials identify the anticipated project costs associated with the proposed Renaissance Zone scope of work, including common area renovations, building system upgrades, tenant improvements, exterior improvements, professional services, and related capital expenditures.

Since acquisition of the property, certain limited repair, maintenance, stabilization, and tenant-related work has been performed in order to maintain ongoing operations within the building, address deferred maintenance items, facilitate leasing activity, and ensure continued functionality of the

property. This work generally consisted of routine repairs, limited tenant-specific improvements, operational maintenance items, and other non-Renaissance Zone work necessary to stabilize and operate the building following acquisition. The costs associated with that previously permitted or ongoing work are separate from the current Renaissance Zone application and are not included within the project costs being submitted for Renaissance Zone consideration or tax incentive purposes.

Leading up to the time of acquisition and application, portions of the Dakota Center experienced elevated vacancy and underutilization relative to the building's historic role as a downtown employment center. Certain areas of the property suffered from aging finishes, outdated building systems, deferred maintenance, and a general lack of modernization that limited the property's competitiveness within the downtown office market. As a result, portions of the building remained vacant or functionally underutilized for an extended period of time. The proposed rehabilitation project is intended to reverse that trend through substantial reinvestment into the property, modernization of the tenant and visitor experience, activation of commercial spaces, and attraction of new office and commercial users. The project directly supports the Renaissance Zone goals of encouraging rehabilitation, revitalizing underutilized downtown properties, strengthening downtown economic activity, and supporting continued investment within Fargo's urban core.

Sincerely,



Jacob T. Strinden

Associate General Counsel

Planned Improvements & Estimated Costs - Dakota Center

Caulk and repair all exterior windows	\$	190,660.00	
Paint & Seal Exterior of the Building	\$	159,381.58	
Replace Roof membrane	\$	246,499.00	
HVAC Repairs and Replacements	\$	833,550.00	
Corridors / Bathrooms / Lobbies	\$	793,644.06	
Clubhouse-Rooftop Deck	\$	500,000.00	Estimate, still waiting on final numbers from contractor
Vacant Tenant Space Renovations to Class A	\$	441,024.03	6,133 sq. ft. (1st floor) at \$71.91 per square foot (HDR equivalent build out)
Vacant Tenant Space Renovations to Class A	\$	2,209,938.12	30,372 sq. ft. (2nd floor) at \$71.91 per square foot (HDR equivalent build out)
Total:		\$ 5,374,696.79	





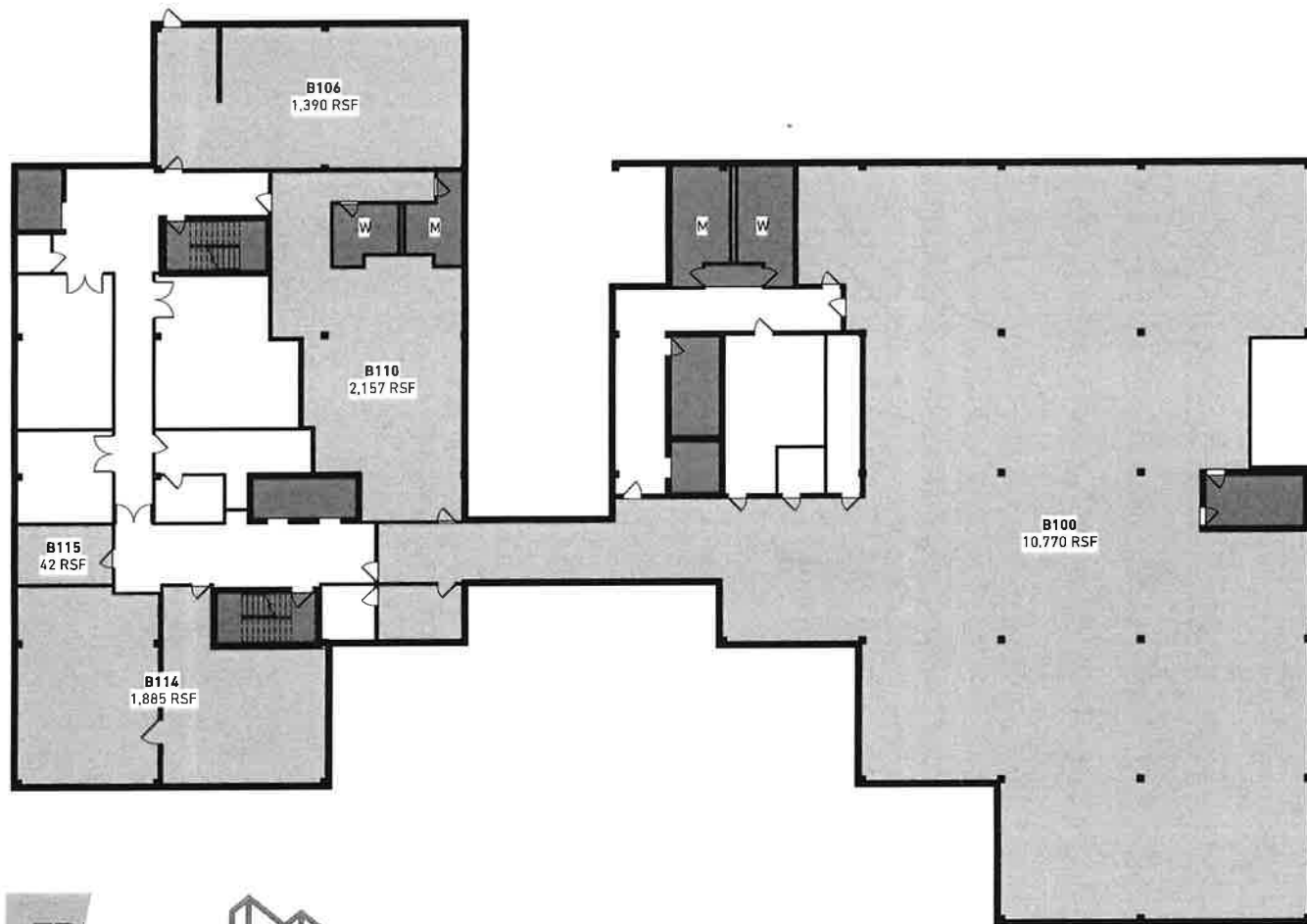
Street View - Broadway



Street View - NP Ave



Image from applicant

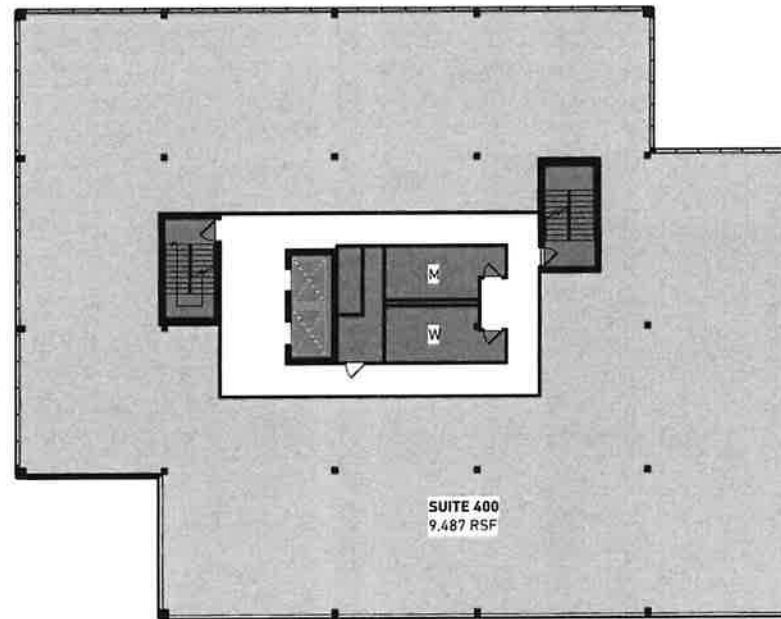


OVERALL LOWER LEVEL FLOOR PLAN - 1/8" = 1'-0"

DAKOTA CENTER
RENOVATIONS
A3.00B
OVERALL LOWER
LEVEL FLOOR PLAN

2/27/2024 11:41:34 AM





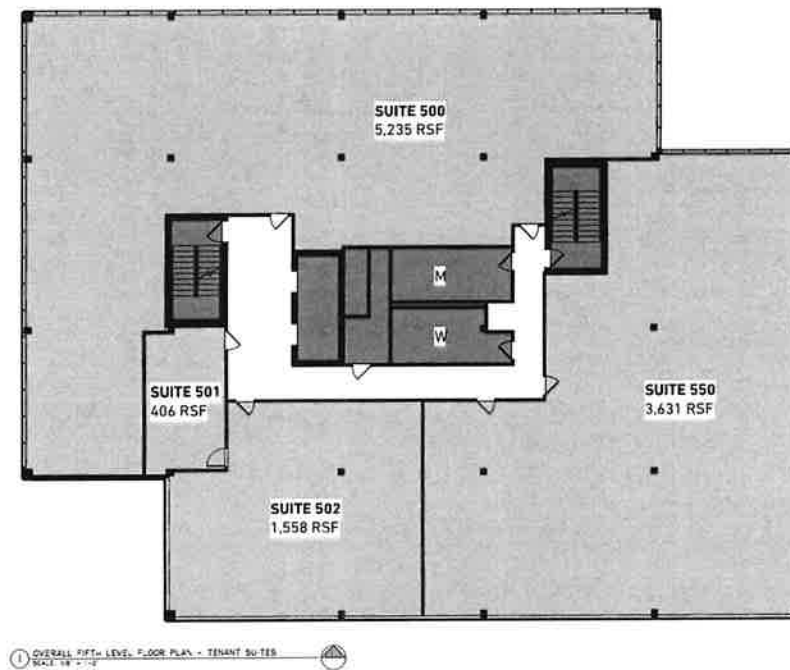
① OVERALL FOURTH LEVEL FLOOR PLAN - TENANT SUITES
SCALE: 1/8" = 1'-0"



DAKOTA CENTER
RENOVATIONS

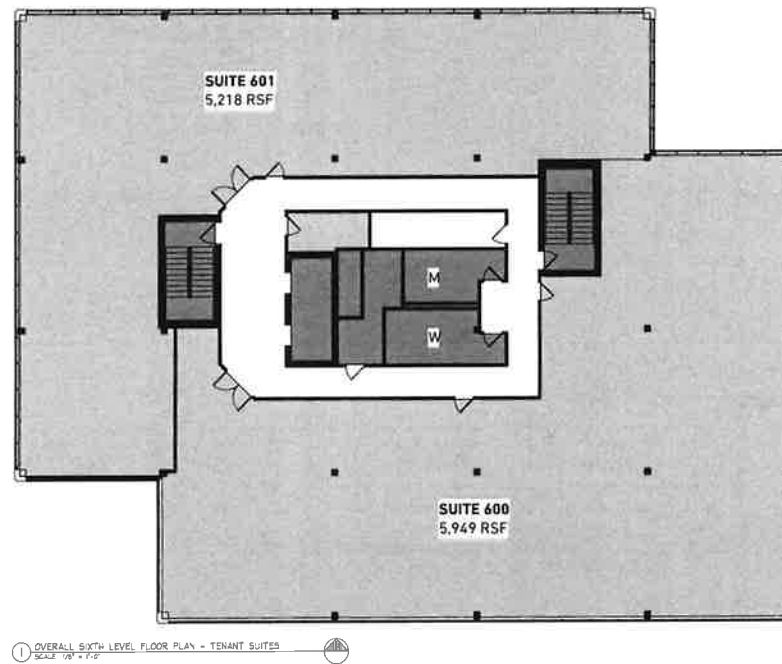
A3.04B
OVERALL FOURTH
LEVEL FLOOR PLAN

2023.02.08 11:41 AM



DAKOTA CENTER
RENOVATIONS
3100 DAKOTA AVENUE, SUITE 500
A3.05B
OVERALL FIFTH LEVEL
FLOOR PLAN
02/12/2018 11:47 AM

Fifth Level - Current Floor Plan



DAKOTA CENTER
RENOVATIONS
31 WYOMING AVE., F. 600, S.D. 57101
A3.06B
OVERALL SIXTH LEVEL
FLOOR PLAN
2/17/2024 11:41 AM

Sixth Level - Current Floor Plan

Proposed 2nd Floor Layout

HDR 6984 SF
HDR ASSEMBLY 886 SF
-12.7%

FIGURE 10% ASSEMBLY

OPTION 1:

11316 SF BUSINESS
76 BUSINESS OCC.

1258 SF ASSEMBLY
84 OCC.



1 SECOND LEVEL FLOOR PLAN
SCALE: 1/8" = 1'-0"



REVISION SCHEDULE

NUMBER	DESCRIPTION	DATE

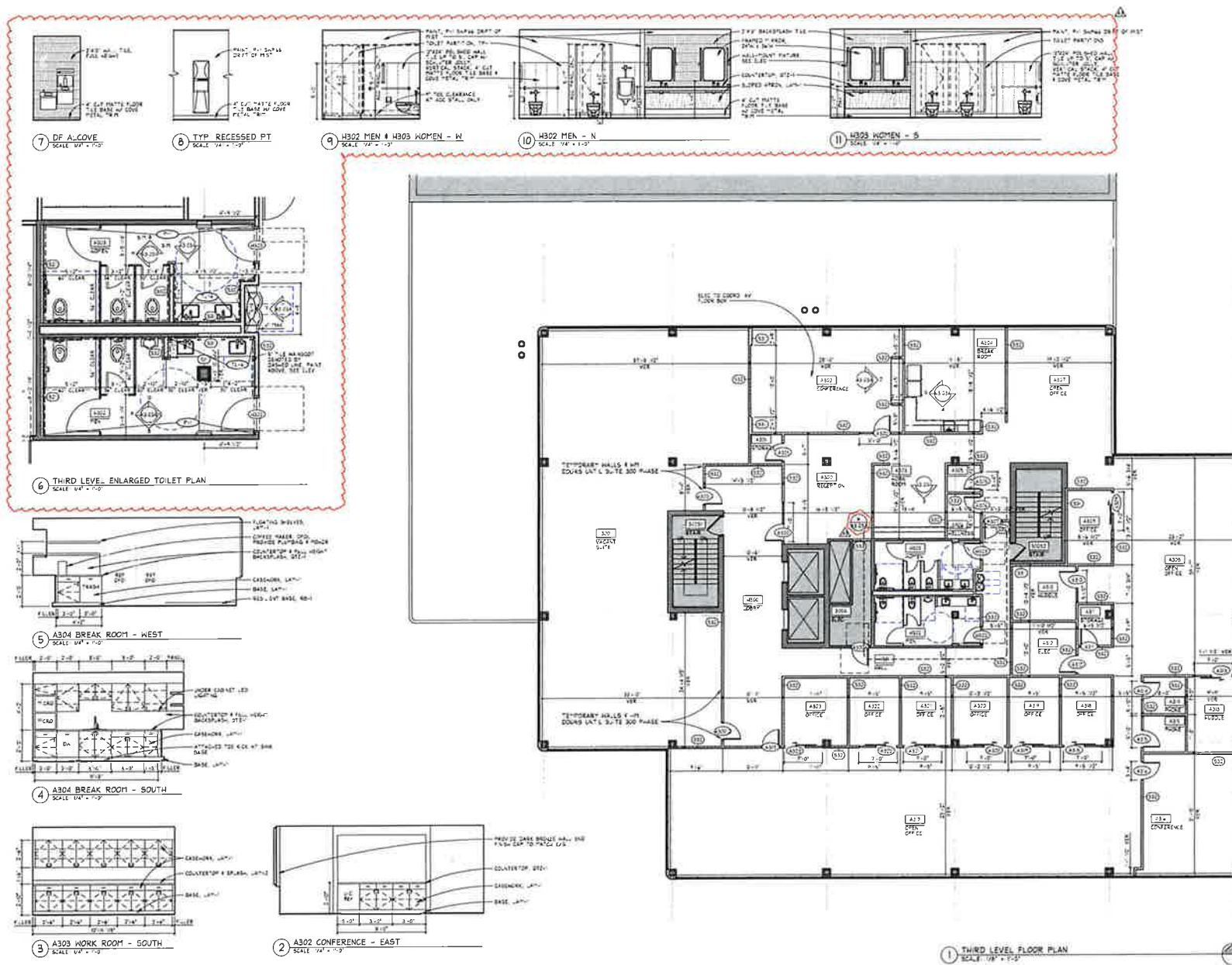
Print Name: _____
FOR REFERENCE ONLY
Date: 05/12/2024 Registration No: _____

Edgewood
REAL ESTATE INVESTMENT TRUST
**DAKOTA CENTER
RENOVATIONS**
11 BROADWAY N. FARGO, ND 58103

SECOND LEVEL FLOOR PLAN

25-072B TENANT AMENITY LOUNGE
ZBA Project No.: 25-072
Date: 05/12/2024 **A3.02B**

Third Level - Proposed Floor Plan



REVISION SCHEDULE

NUMBER	DESCRIPTION	DATE
01	NO. 11 CADDWORK ELEVATIONS	05/12/2024
02	NO. 11 CADDWORK ELEVATIONS	05/12/2024
03	NO. 11 PLUMBING PICTURE	05/12/2024

CONSTRUCTION SET

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

Print Name: **Robert E. Berg**
Signature: *[Signature]*
Date: 05/12/2024 Registration No: 1178

Edgewood
REAL ESTATE INVESTMENT TRUST
DAKOTA CENTER RENOVATIONS
BY BROOKSHAW FARRIS, ND 58102

THIRD LEVEL FLOOR PLAN

25-072A HDR SUITE FIT-UP

ZBA Project No.: 25-072
Date: 05/12/2024

A3.03A



ZB
ZERR·BERG



Rendering



Interior Rendering



Interior Rendering



Interior Rendering



Interior Rendering



Interior Rendering



Amenity Space

Interior Rendering



New Elwater Lobbies



Amenity Space



Amenity Space

Interior Rendering



Amenity Space

Interior Rendering



Amerityx Space

Interior Rendering

MEMORANDUM

TO: City Commission

FROM: Nicole Crutchfield, Planning Director 
Maegin Elshaug, Planning Coordinator

DATE: July 15, 2026

RE: Renaissance Zone Application for a rehabilitation project from JS2L Partners, LLP (378-F) located at 120 8th Street South

The City received a Renaissance Zone (RZ) application from JS2L Partners, LLP to rehabilitate a commercial building at 120 8th Street South. Pursuant to the application, the project will rehab the existing structure with interior work, including a new elevator, demolition of existing walls, new HVAC and electrical systems, and new finishes and doors. Exterior work includes new windows, replacement of existing metal siding, and new roof. Separate from the RZ application, asbestos abatement has occurred and there will be some improvements related to parking. Attached is a copy of the staff report, application and corresponding materials.

As indicated in the attached documentation, the project meets all state and local requirements for approval and is consistent with goals and objectives as established in the Fargo Renaissance Zone Development Plan. The application indicates an investment of approximately \$1,300,000, which is approximately \$134 per square foot and exceeds the minimum investment threshold as set forth in the plan.

The RZA recommended approval unanimously on June 24, 2026.

Recommended Action: Approve the Renaissance Zone application for JS2L Partners, LLP and grant property tax exemptions and State income tax exemptions as allowed by the ND Renaissance Zone law contingent upon completion of the project and verification of costs.

Staff Report
Renaissance Zone Application for
JS2L Partners, LLP (378-F)
120 8th Street South

Project Evaluation:

The City of Fargo received a Renaissance Zone application from JS2L Partners, LLP for a commercial rehabilitation project at 120 8th Street South. Pursuant to the application, the project will rehab the existing structure with interior work, including a new elevator, demolition of existing walls, new HVAC and electrical systems, and new finishes and doors. Exterior work includes new windows, replacement of existing metal siding, and new roof. Separate from the RZ application, asbestos abatement has occurred and there will be some improvements related to parking. The building is two stories and 9,696 square feet.

The Planning Department has reviewed the application and has provided a project ranking based on the analysis below.

1. **Renaissance Zone Plan Goals:** Use consistent with the RZ Plan (as per Visions and Goals): As noted in the 2019 Renaissance Zone Development Plan. *(portions of responses are from applicant, as noted)*
 - a. *Grow as a Neighborhood:* Invest in housing to increase the population living Downtown and maintain Downtown's diversity.
The project does not provide housing. The application states that it will repurpose an aging office facility into a new, vibrant office / studio space on the edge of Downtown.
 - b. *Prosper as a Business Center:* Increase the number and types of jobs Downtown.
The application notes that the new use will result in 40 or more jobs directly onsite and that businesses in the neighborhood will benefit as a result.
 - c. *Thrive as a Destination:* Create a unique Downtown experience with an activated riverfront and vibrant sidewalks and public spaces that serve as the backdrop of the community's social life.
Per the application, the project will create a vibrant Downtown experience by attracting creative professionals and a variety of businesses, which will enliven sidewalks and public spaces, adding to the Downtown Fargo experience.
 - d. *Be a model for Inclusive Growth and Development:* Protect Downtown's diversity and evolve as a model for equitable growth and development.
The project does not address diversity in housing, public amenities, or needs for specific populations. The application states that, in part, by supporting a variety of different businesses, the project ensures Downtown Fargo benefits all residents and sets a benchmark for inclusive growth.
 - e. *Complete our Streets:* Make complete streets common place and encourage trips by foot, bicycle, and bus, as well as car.
The building location is the 100 block of 1st Avenue South. It's across from Island Park and nearby housing and amenities that would lend themselves to trips by foot, bicycle and bus. The subject property is two blocks from MATBUS Routes 15 and 18, which run along 10th Street South with a shelter between 2nd and 3rd Avenues South.

- f. *Park Smart:* Manage parking resources to meet the needs of drivers, while also making room for new development and activity.

The application states that parking will include a mix of on-site parking and shared parking arrangements with nearby facilities, prioritizing efficient use of space, and ensuring adequate parking for drivers while freeing up areas for new development and increased activity.

- g. *Play with purpose:* Develop a system of connected all-season green spaces designed for people (of a range of ages and interests) and purpose (as infrastructure that absorbs stormwater).

The application states that the spaces will include landscaped areas and outdoor courtyards for social gatherings.

(15/20 points)

- 2. **Investment Thresholds:** Does the investment comply with minimum investment thresholds (locally determined) for residential and commercial projects as set forth in this RZ Plan?

According to the application, the structure is 9,696 square feet. Overall, the application estimates a total capital investment of \$1,300,000 (overall project costs are \$2,250,000). This equates to roughly a \$134 investment per square foot on the commercial space.

(10/10 points)

- 3. **High Priority Land Use:** The new construction or proposed improvements are representative of “High Priority Land Uses” as defined by this RZ Plan (page 9).

- a. Primary Sector Business:

No tenants have been identified as this time, so it is unknown if there would be any primary sector business users.

- b. Active Commercial, Specialty Retail or Destination Commercial:

No tenants have been identified as this time, however, the building is anticipated to be office use.

- c. Mixed Use Development:

The building is not mixed use.

(10/20 points)

- 4. **Targeted Areas:** Is the investment located in a “Targeted Area” as defined by this RZ Plan? Consideration shall be given to whether this property has been vacant or underutilized for a period of time and/or whether the property is specifically targeted for clearance.

- a. Parcels that have been vacant or underutilized for an extended period of time:

The building was built in 1970. According to the applicant, the building has been vacant for approximately 18 months.

- b. Parcels specifically targeted for clearance:

The RZ Plan identifies Block 23 for redevelopment and infill of surface parking lots; ground floor retail/commercial on 1st Avenue and 8th Street.

(10/10 points)

5. **Urban Design:** Is the project representative of strong urban design principles?

The building was constructed in 1970. Along with work internal to the building, the project includes new windows and replacement of existing metal siding and roof. The project is located within the DMU, Downtown-Mixed Use zoning district and will have to meet the architectural intent of that zoning district requirements as well.

(8/10 points)

6. **Investment Analysis:** Consideration and analysis as to the total actual investment.

As proposed, the redevelopment project and improvement costs significantly exceed both the 50% (true and full value of the building) and \$40 per square foot requirement for commercial rehabilitation. The application represents a total estimated capital investment of \$1,300,000 with a current building valuation of \$627,500, which exceeds 50%. The capital investment is approximately \$134 per square foot, which exceeds \$40 per square foot. At final construction of the project, staff will evaluate costs to verify the project has exceeded the minimum requirements. A cost estimate is attached.

(10/10 points)

7. **Business Relocation:** Consideration as to whether the project will include or accommodate the relocation of a business from another North Dakota community?

Staff is not aware that the project will include or accommodate a relocation of a business from another ND community

(10/10 points)

8. **Street Activation:** Will the project fit contextually and will the project contribute or enhance the area from an architectural perspective?

Renaissance Zone projects are anticipated to be conscience of four-sided design, which has been seen with other projects within the downtown, this project will be a rehabilitation of an existing building. The building was built in 1970 and the project includes new windows, replacement of existing metal siding, and new roof.

(8/10 points)

Summary:

This application received a score of 81 on a 100-point scale. The proposed project surpasses the local capital improvement requirement of \$40 per square foot requirement for commercial rehabilitation. The amount invested in the project exceeds state and local guidelines.

Staff is recommending approval to the Fargo City Commission and believes this project is a benefit to the downtown community will positively contribute to the health of surrounding neighborhood and nearby businesses. Staff is also recommending and welcoming the Renaissance Zone Authority to have discussion or consideration of the following questions:

Suggested motion:

Recommend approval to the Fargo City Commission to approve the application submitted by JS2L Partners, LLP and to grant the property tax exemption and the State income tax exemptions as allowed by the ND Renaissance Zone law contingent upon completion of the project and verification of costs.

Criteria:		Staff Rating	Possible Points
1	Consistency with Plan Goals	15	20
2	Investment Thresholds	10	10
3	High Priority Land Uses	10	20
4	Consistency with Targeted Areas	10	10
5	Urban Design	8	10
6	Investment Analysis	10	10
7	Business Relocation	10	10
8	Street Activation	8	10
Total Rating (100 possible points)		81	100



These data are provided on an "AS-IS" basis, without warranty of any type, expressed or implied, including but not limited to any warranty as to their performance, merchantability, or fitness for any particular purpose.

120 8th Street South

1:4,514

6/8/2026 12:52 PM

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



Planning & Development
225 4th Street North
Fargo, North Dakota 58102
Office: 701.241.1474 | Fax: 701.241.1526
Email: Planning@FargoND.gov
www.FargoND.gov

APPLICATION FOR RENAISSANCE ZONE PROJECT

Property owners, business owners, developers or investors interested in pursuing a Renaissance Zone project should review the 2024 RZ Plan. The RZ Plan delineates the current geographical boundaries of the program (only certain blocks within the downtown core are included) and provides additional detail on minimum investment requirements and applicable program goals and objectives that must be met.

Application submitted for (check all that apply):

- | | |
|--|---|
| ☐ New Construction | ☐ Commercial Lease |
| ☒ Purchase with Major Improvements | ☒ Rehabilitation: ☒ Commercial ☐ Residential |
| ☐ Primary Residential Purchase | ☐ Block Addition |

Property Owner Information
Name (printed): JS2L Partners LLP
Name (printed):
Address: 4133 30th Ave S
Fargo, ND 58104

Contact Person Information (if different than owner)
Name (printed): Stephen Lyngstad
Address: 4133 30th Ave S
Fargo, ND 58104

Parcel Information
Address: 120 8th St S
Unit Number:
Renaissance Zone Block Number: 23
Legal Description (attach separate sheet if more space is needed): Lots 7, 8, 9 & ADJ S 1/2 Vac
Alley Lying N & Adj to 7 - 9
Parcel Number: 01-2240-02571-000

Is this property listed on or a contributing structure to the National Register of Historic Places? ☐ Yes ☒ No
Do you intend to apply for a Historic Preservation Tax Credit in conjunction with this project? ☐ Yes ☒ No

Project Information	
Total Project Cost: (Qualified Capital Improvements) \$2,250,000 *See Attachment for revised cost of \$1,300,000	
Current Use of Property: Vacant Office	
Anticipated Use Upon Completion: Multiple Tenant Leasable Office	
Expected Date of Purchase: 4/30/25	Expected Date of Occupancy: February, 2027
Estimated Property Tax Benefit: (Over five year exemption period) 103,125	Estimated State Income Tax Benefit: (Over five year exemption period) 15,000
Current Employees: (Full-time equivalent) None	Anticipated Employees: (Full-time equivalent) N/A

Scope of Work

Asbestos abatement, interior demolition of existing walls, entirely remodeled interior space including new elevation, HVAC, & Electrical Systems, finishes, doors, etc. Exterior work will include new windows, replacement of existing metal siding and roof.

Additional Project Information

New Construction/Rehabilitation/Purchase with Improvements Only

Current Building Value: (Taxable Improvement Value) \$627,500	Estimated Building Value Upon Completion: (Taxable Improvement Value) \$2,250,000
Building Area Upon Completion (SF): 9,696 SF	Number of Stories Upon Completion: 2

Commercial Lease Only

Lease Area Upon Completion (SF):			
Type of Business:			
☐ New business moving to the Renaissance Zone	☐ Expanding Business moving to the Renaissance Zone	☐ Existing Business Expanding within the Renaissance Zone	☐ Continuation of a lease moving from one Renaissance Zone Project to another Renaissance Zone Project

Residential Purchase Only

Will this be your primary place of Residency?:

Acknowledgement – We hereby acknowledge that we have familiarized ourselves with the rules and regulations to the preparation of this submittal and that the forgoing information is true and complete to the best of our knowledge.

Owner (Signature): <u>[Signature]</u>	Date: <u>5/26/26</u>
Joint Owner (Signature): <u>[Signature]</u>	Date: <u>5/26/26</u>
Representative (Signature): _____	Date: _____

Goals of the Fargo Renaissance Zone Plan

Is the proposed use of the project consistent with the RZ Plan? As noted in the Renaissance Zone Development Plan the desired land use will contribute to a number of goals:

1. *Grow as a Neighborhood.* How will this project invest in housing to increase the population living Downtown and maintain Downtown's diversity?

Repurpose an aging office facility into a new, vibrant office / studio space on the edge of downtown. Will continue the commercial development of the area along 1st Avenue S which will in turn support the addition of more housing units.

2. *Prosper as a Business Center.* How will this project increase the number and type of jobs Downtown (or accessible from Downtown)?

The former use as a medical office building has space for approximately 40 - 50 employees on-site. The new use will result in 40 or more jobs directly on site. The new businesses will benefit many existing businesses in the neighborhood.

3. *Thrive as a Destination.* How will this project create a unique Downtown experience with an activated riverfront and vibrant sidewalks and public spaces that serve as the backdrop to the community's social life?

This project will create a vibrant downtown experience by attracting creative professionals and a variety of businesses. These businesses will enliven sidewalks and public spaces, adding to the downtown Fargo experience.

4. *Be a Model for Inclusive Growth and Development.* How will this project protect Downtown's diversity and evolve as a model for equitable growth and development?

This project will protect downtown Fargo's diversity and model equitable growth by promoting diverse ownership and inclusive environments. By supporting a variety of different businesses, the project ensures downtown Fargo benefits all residents and sets a benchmark for inclusive growth.

5. *Complete our Streets.* How will this project make complete streets common place and encourage trips by foot, bicycle, and bus, as well as car?

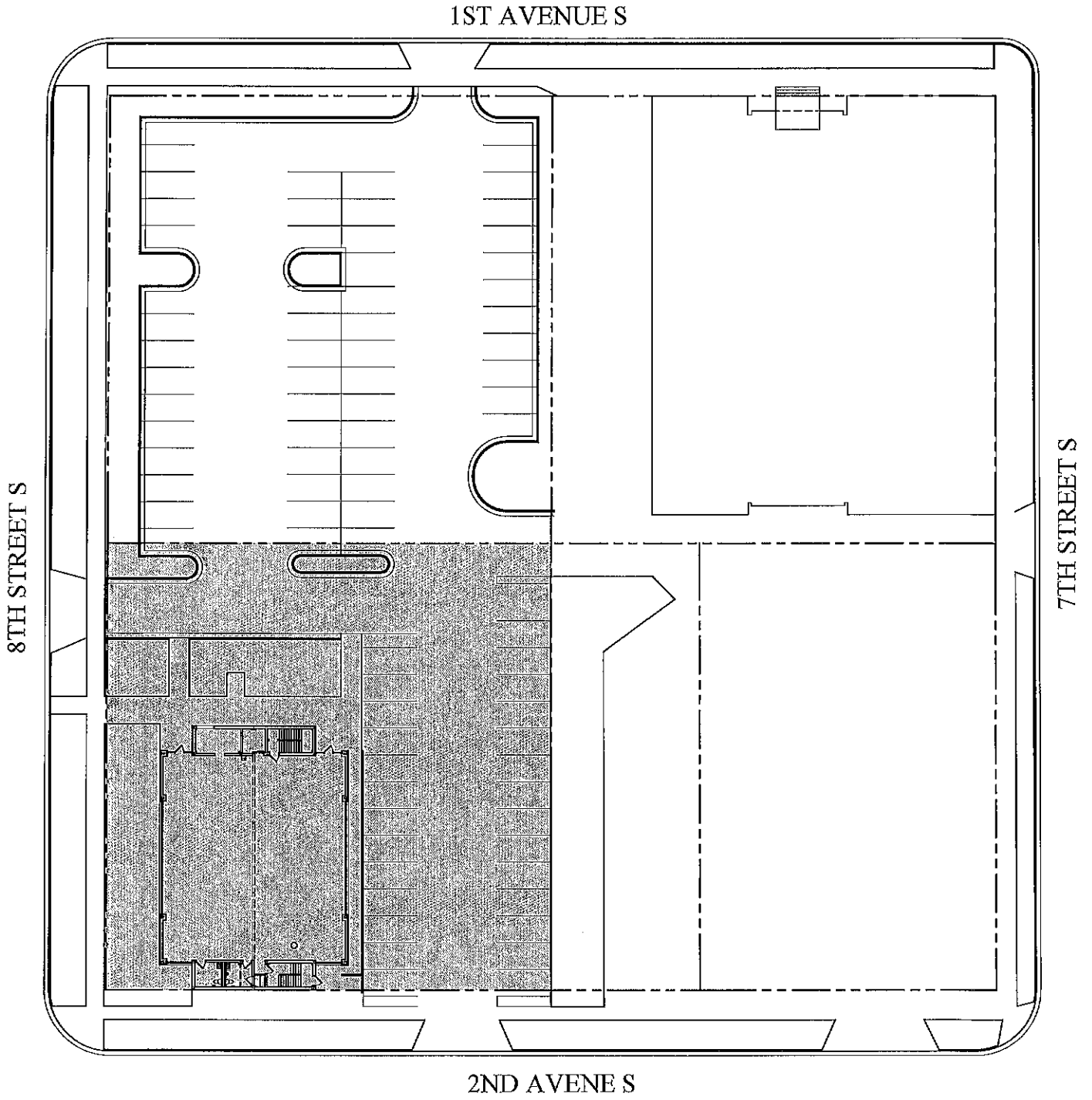
The building location near Island Park and on the edge of downtown encourages trips by foot and bike, and staff residing in nearby housing.

6. *Park Smart.* How will this project manage parking resources to meet the needs of drivers, while also making room for new development and activity?

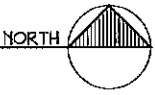
This project will manage parking resources by optimizing existing space and incorporating smart parking solutions. It will include a mix of on-site parking and shared parking arrangements with nearby facilities. The design will prioritize efficient use of space, ensuring adequate parking for drivers while freeing up areas for new development and increased activity.

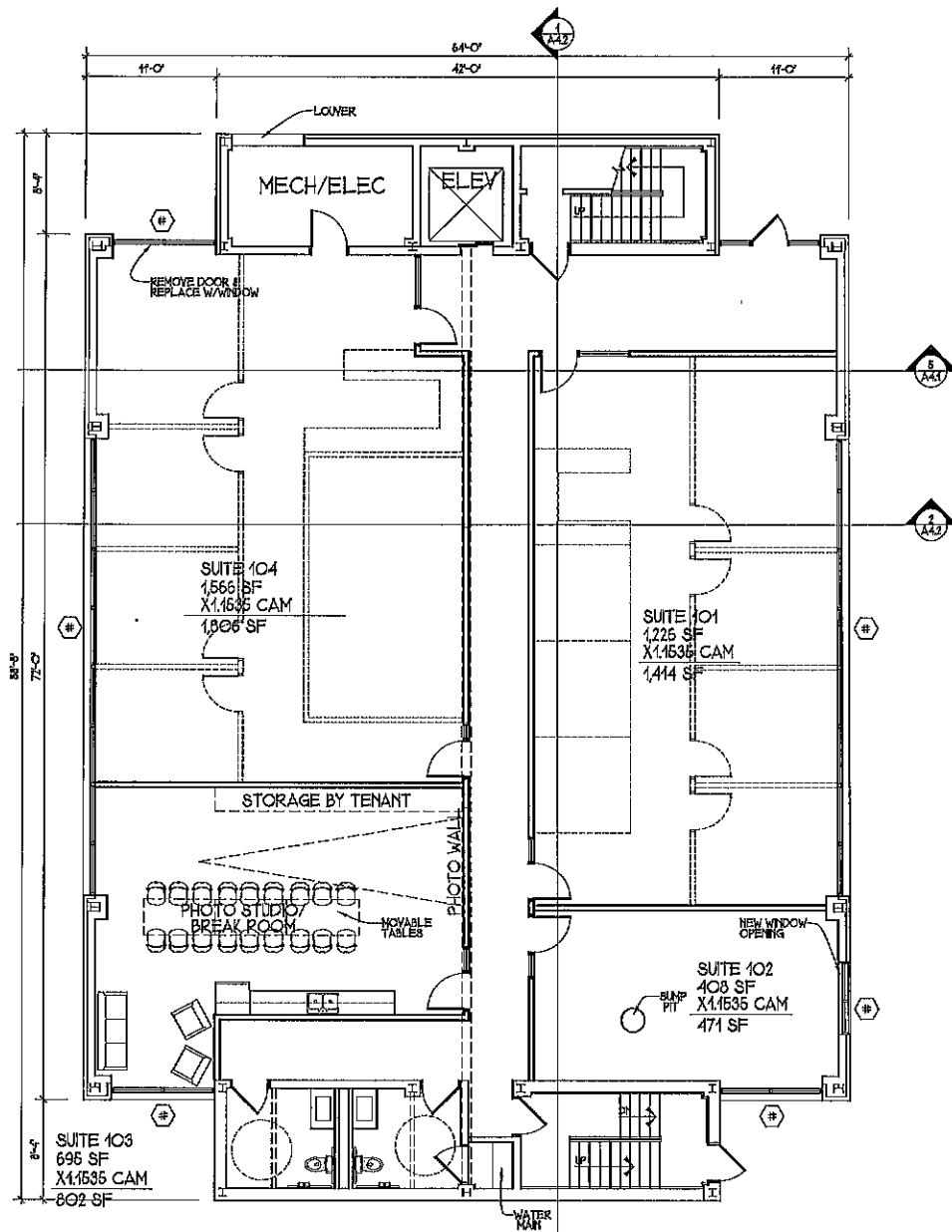
7. *Play with Purpose.* Will this project develop a system of connected all-season green spaces designed for people (of a range of ages and interests) and purpose (as infrastructure that absorbs stormwater)?

These spaces will include landscaped areas for relaxation and outdoor courtyards for social gatherings.

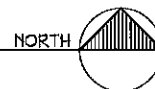


1 SITE PLAN
1" = 50'-0"





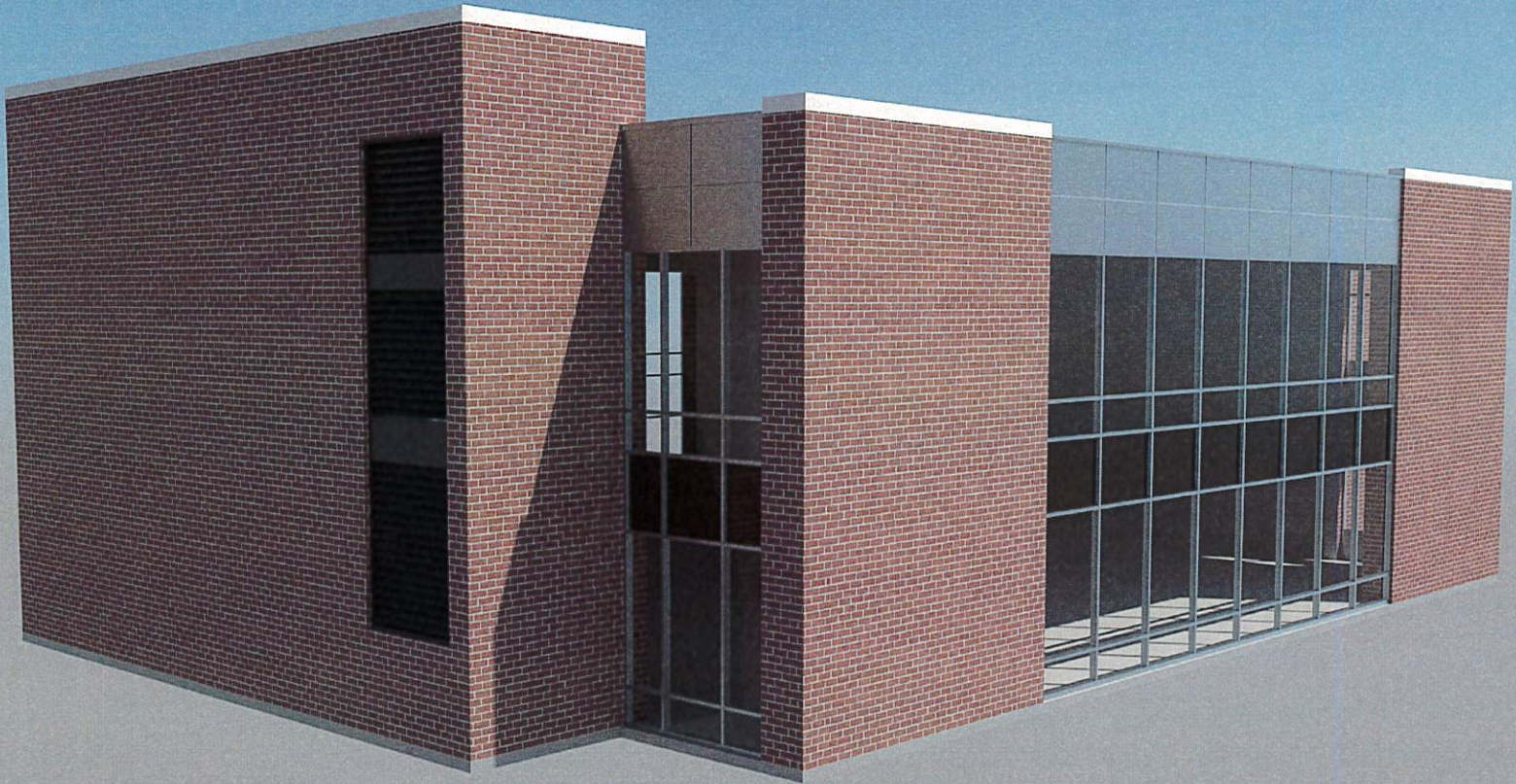
1 FIRST FLOOR PLAN
1/16" = 1'-0"

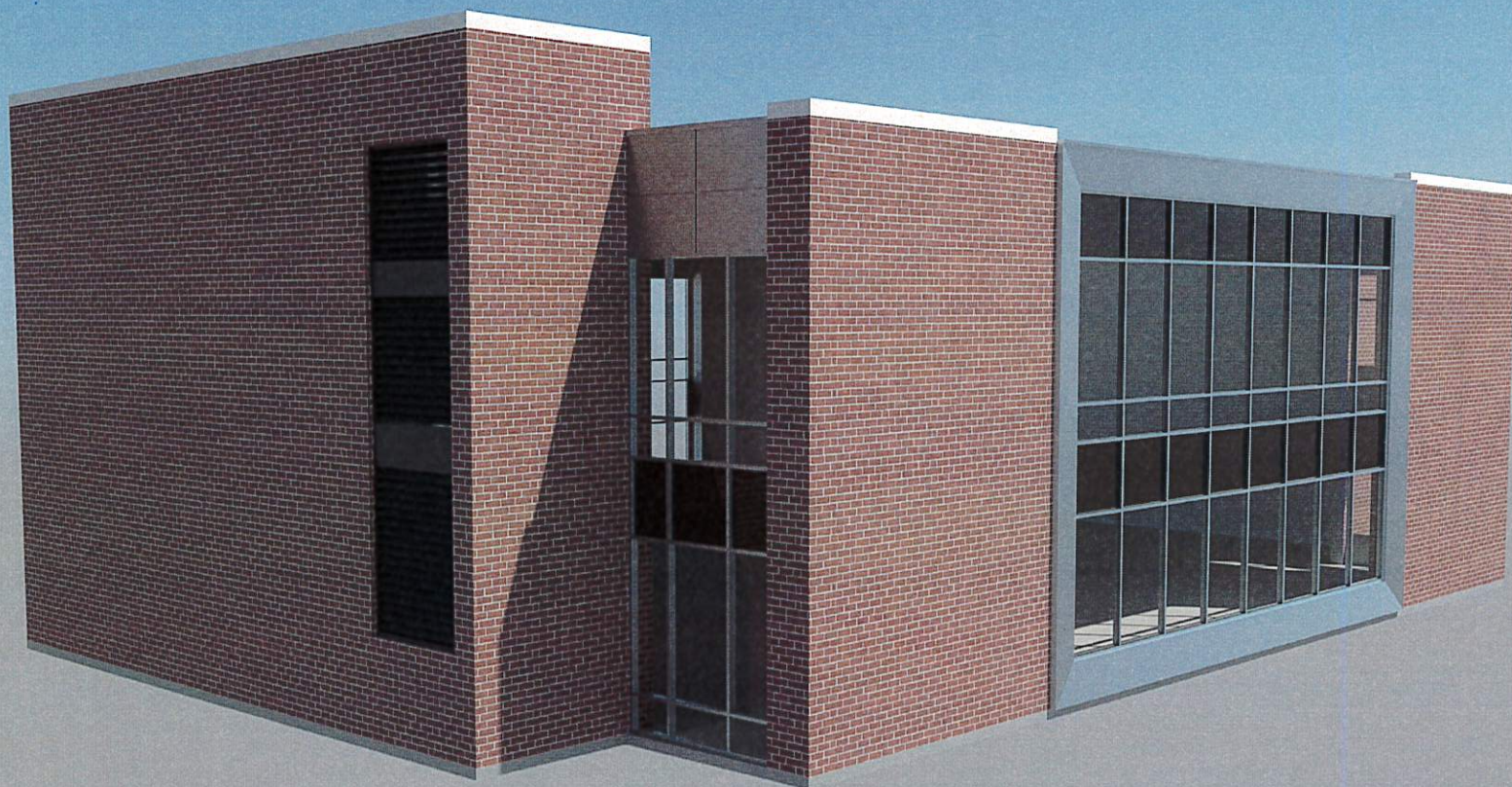






Images of interior after asbestos abatement





Preliminary Construction Cost Estimate
Office Building Remodeling
120 8th St S, Fargo, ND
Project No. 25032
June 16, 2026

ESTIMATED PROJECT COST

• Interior Remodeling		
- Finishes	\$375,000	
- Walls / Drywall	175,000	
- HVAC / Plumbing	250,000	
- Electrical	175,000	
- New Elevator	100,000	
		\$1,075,000
• Exterior Work		
- New windows / Ext. Doors	\$100,000	
- Replace metal siding	25,000	
- Roof	100,000	
		\$225,000
	\$1,300,000	\$134/SF



Date: July 20, 2026

To: City Commission

From: Angie Bear, City Clerk

Re: New Liquor License Classification

The Liquor Control Board received a request for consideration of a new liquor license classification. The request cannot be accommodated with our existing license classes. The new concept would be to allow alcohol in designated areas of the Hector International Airport. There will be areas throughout the terminal designated as "alcohol free" zones and the license classification will follow all alcohol state laws.

The Liquor Control Board is requesting the City Commission direct the Assistant City Attorney and the City Clerk to work with the requestor to create a new classification of liquor license, A-Airport.

RECOMMENDED MOTION

DIRECT THE CITY ASSISTANT ATTORNEY AND CITY CLERK TO CREATE A NEW LIQUOR LICENSE CLASSIFICATION.

MEMORANDUM

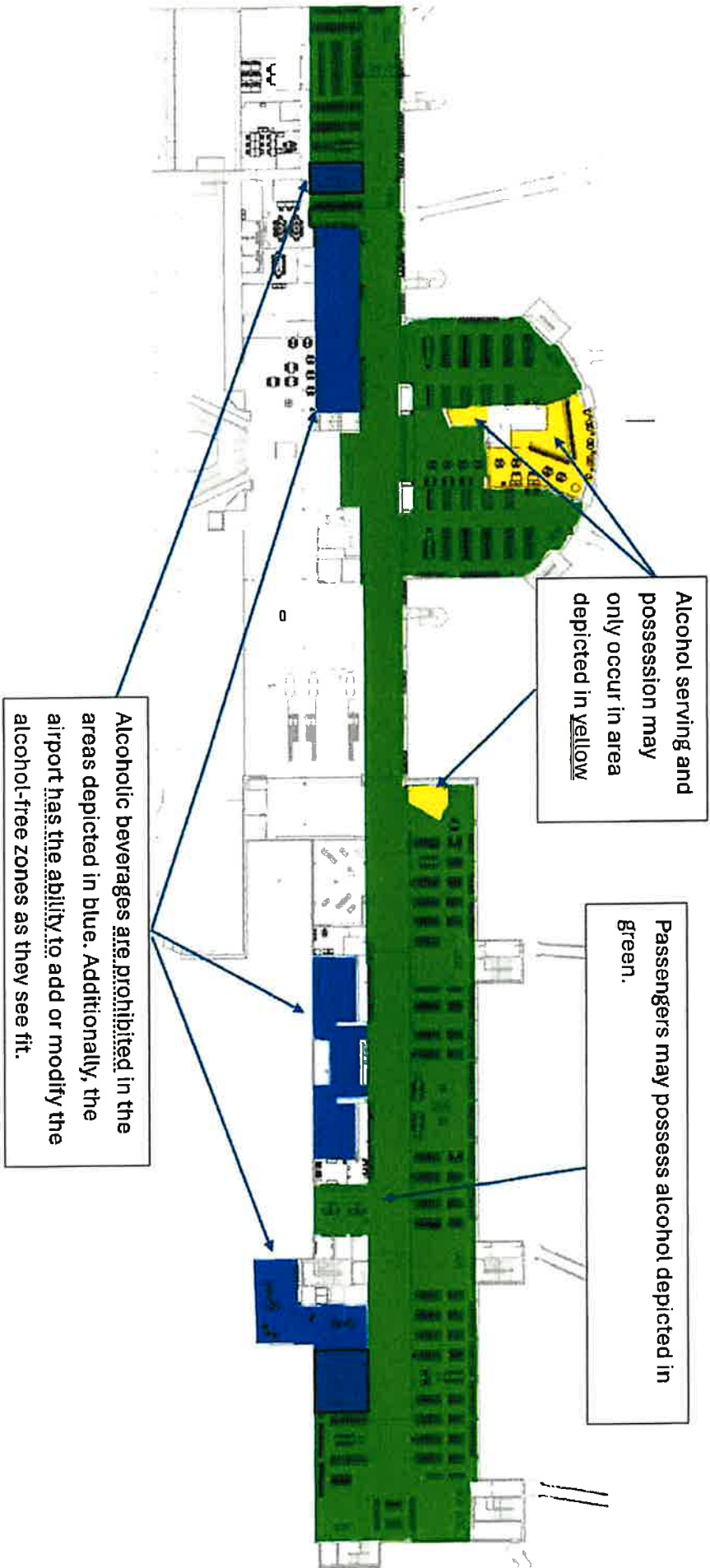
TO: MEMBERS OF THE LIQUOR CONTROL BOARD
FROM: STACEY TJON BOSSART – ATTORNEY TO THE MAA
DATE: July 8, 2026
RE: History of the discussions between Sky Dine, MAA and the LCB

The following provides the history of discussions related to Sky Dine’s liquor license (A license) for which it operates at the Airport as the beverage concessionaire, including the sale of alcoholic beverages in their delineated area located on the second level post security. Currently, the delineated area involves only the bar area. Sky Dine has been a concessionaire at the Airport since January 1, 2011, and has provided quality customer service to airport patrons.

Discussions amongst Airport board members have been ongoing dating back to March of 2025 regarding the Authority’s desire to have the consumption area expanded to the entire concourse with certain exceptions and previously stated (restrooms, children’s play area, sensory room, immersive reality room, mother’s nurturing room, animal relief area and security check point).

As a result of the Authority’s desire to have the consumption area expanded to the entire concourse, there have been ongoing discussions with the City, including the City Attorney’s office and Auditor’s office. Likewise, Sky Dine and the Airport have appeared at LCB meetings on January 21, 2026, February 18, 2026, and May 21, 2026, to make continued presentations as to the idea of how to make the consumption area the entire concourse with the exceptions noted above. These meetings have been productive in moving toward this potential goal if authorized by the LCB.

With ongoing discussions, these turned to drafting a new license specific to the Airport (Airport A license) which has previously been presented to the LCB. The Airport and Sky Dine drafted this proposed license and provided it to the City Attorney’s office for review and comment and the parties worked through some further language/items, including designating alcohol-free zones. The LCB received the updated map at the last meeting of the Board. With Wednesday’s meeting, discussions will continue.



City of Fargo Staff Report			
Title:	Sanders Addition, Adams Fifth Addition, Adams Ninth Addition	Date:	7/2/2026 7/14/2026
Location:	2884, 2890, 2902, 3004, 3060, 3064, 3068, 3075, 3031 and 3005 Thunder Road South	Staff Contact:	Donald Kress, planning coordinator
Legal Description:	Lot 1, Block 1, Sanders Addition; Lot 1, Block 1, Adams Ninth Addition; All of Lots 1, 2, 5 and portions of Lots 3, 4, Block 1, Adams Fifth Addition		
Petitioners:	Tandeski Enterprises; McCoy Properties, LLC; McCoy Properties I-29, LLC; Humphrey Holdings, LLC; Choice Investments, LLC; TCH; Honeywell Building Technologies	Engineer:	None
Entitlements Requested:	Petition for waiver of requirement to install a public sidewalk in the Thunder Road South right of way along Lot 1, Block 1, Sanders Addition ; Lot 1, Block 1, Adams Ninth Addition ; All of Lots 1, 2, 5 and portion of Lots 3 and 4, Block 1 Adams Fifth Addition		
Status:	City Commission Regular Agenda: July 20 th , 2026		
Existing		Proposed	
Land Use: Commercial and Industrial		Land Use: No change	
Zoning: LI, Limited Industrial and GC, General Commercial		Zoning: No change	
Uses Allowed: LI – Limited Industrial. Allows colleges, community service, daycare centers of unlimited size, detention facilities, health care facilities, parks and open areas, religious institutions, safety services, basic utilities, adult establishment, offices, off-premise advertising signs, commercial parking, outdoor recreation and entertainment, retail sales and service, self-service storage, vehicle repair, limited vehicle service, industrial service, manufacturing and production, warehouse and freight movement, wholesale sales, aviation, surface transportation, and certain telecommunications facilities. GC – General Commercial. Allows colleges, community service, daycare centers of unlimited size, detention facilities, health care facilities, parks and open space, religious institutions, safety services, basic utilities, adult establishment, offices, off-premise advertising, commercial parking, outdoor recreation and entertainment, retail sales and service, self-service storage, vehicle repair, limited vehicle service, and some telecommunication facilities.		Uses Allowed: No change	
Maximum Lot Coverage: Both LI and GC have a maximum lot coverage of 85%		Maximum Lot Coverage: No change proposed	
Proposal:			
The applicants request one entitlement: Waiver of requirement to install a public sidewalk in the Thunder Road South right of way on along Lot 1, Block 1, Sanders Addition ; Lot 1, Block 1, Adams Ninth Addition ; All of Lots 1, 2, 5 and portion of Lots 3 and 4, Block 1 Adams Fifth Addition			
Surrounding Land Uses and Zoning Districts: • North: GC, General Commercial with corporate headquarters use • East: Interstate 29 right of way (not zoned) • South: LI, Limited Industrial with storage and truck stop uses • West: MR-3, Multi-Dwelling Residential with multi-dwelling residential uses			

Context:

Schools: The subject property is located within the West Fargo School District, specifically within the Freedom Elementary, Liberty Middle, and Sheyenne High school attendance areas.

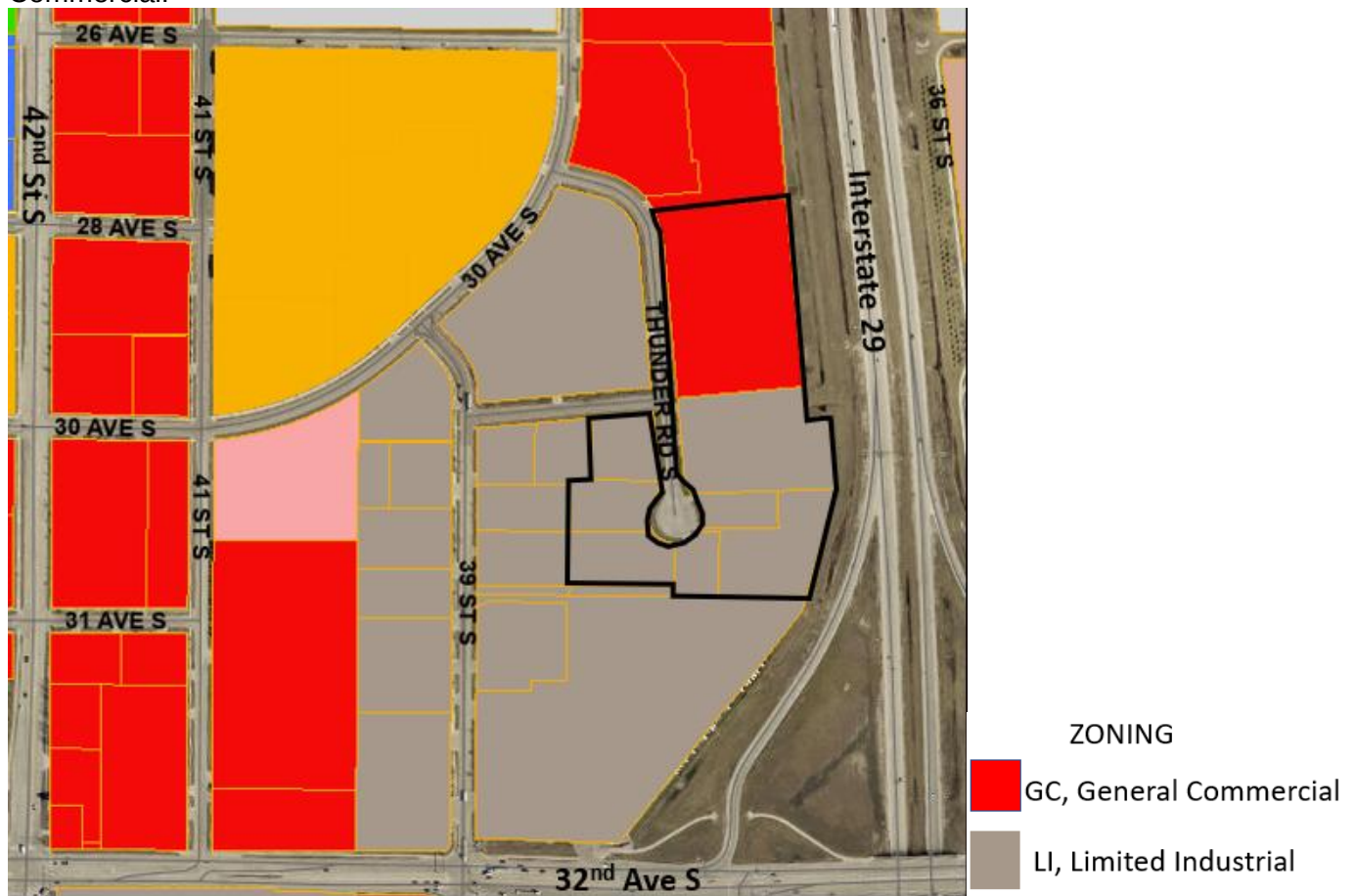
Neighborhood: The subject property is located within the Anderson Park neighborhood.

Parks: The Red River Zoo, 4255 23rd Avenue South, is located approximately 0.45 mile northwest of the subject properties.

Pedestrian / Bicycle: There are no shared use paths along the streets that the subject properties front on.

MATBUS Route: The subject properties are not located along a MATBUS route. Route 14, which connects the downtown Ground Transportation Center with West Acres by way of University Drive South and 32nd Avenue South, has a stop at 32nd Avenue South and 39th Street South, approximately 0.25 mile south of the subject properties.

Zoning: The subject properties are outlined in black on the graphic below. Most of the properties are zoned, LI, Limited Industrial. One property, Thunder Road amusement park, is zoned GC, General Commercial.



Area Plan

The Fargo Growth Plan 2024 designates the place type of the subject properties as “Mixed Commercial, Office, and Residential.” The uses on the subject properties are consistent with the uses the Growth Plan includes in that place type designation: commercial/retail; distribution; warehousing; wholesale; office.

The Growth Plan does not specifically address sidewalks, though it does encourage Fargo to maintain the above average walkability score that is attributable to much of the city (page 39) and to consider safety of bicyclists and pedestrians in commercial areas (page 43).

(continued on next page)

Staff Analysis:

The process for waiver being applied in this case is in Fargo Municipal Code Chapter 18.0201.1(E). Though this is not in Chapter 20, the Land Development Code, this section of Chapter 18 refers to the petition for waiver being presented to the Planning Commission. Thus, this project is being brought forward by the Planning Department rather than the City Engineer, who is otherwise responsible for applying Chapter 18.

This petition has been reviewed by the Planning Commission; the Planning Commission has made a recommendation. The petition is now before the City Commission for a final decision.

SITE HISTORY

The subdivisions adjacent to Thunder Road South were recorded between 2000 and 2022. The right of way for Thunder Road South was dedicated by Adams Fifth and Sixth Additions, recorded in 2000 and 2003, respectively. No sidewalk was installed at that time.

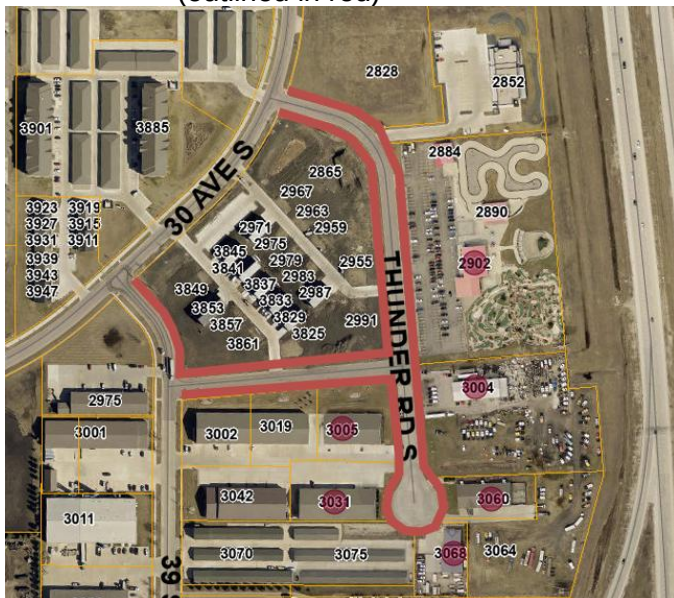
PROPOSAL TO INSTALL SIDEWALKS

It is the City's continued practice to evaluate areas of the city that do not have sidewalk. The City has sidewalk projects each year that construct sidewalks in areas that should have sidewalks per City ordinance. Following the City's typical procedures, this area along Thunder Road South was identified as one where sidewalks should be installed, especially with apartments nearby and Thunder Road being a destination for people. The City Engineer, under his authority, has ordered the sidewalk in. The proposed sidewalk would be installed in the public right of way in front of the individual lots along Thunder Road South and around the cul-de-sac within standard sidewalk alignment, which is two feet outside the property line, and not on the private property of the individual property owners.

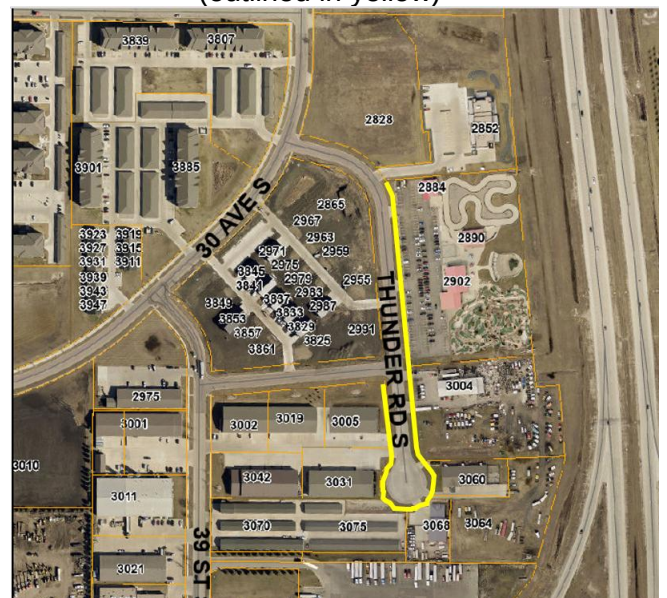
The City Engineer notified the property owners along Thunder Road South of the proposed sidewalk installation. Several property owners and business owners along the cul-de-sac petitioned for waiver of the sidewalk installation.

The two graphics below show the area of the proposed sidewalk installation project (left image), and the portion of the proposed sidewalk petitioned to be waived (right image). If the sidewalk waiver is approved, the "Area of Proposed Waiver" shown below would **not** have sidewalk installed. but the remaining areas would be installed per the project

AREA OF PROPOSED SIDEWALK INSTALLATION
(outlined in red)



AREA OF PROPOSED WAIVER
(outlined in yellow)



(continued on next page)

APPLICANTS' STATEMENT

In their petition, the applicants included this statement of their position in opposition to the sidewalk: *This area is a cul-de-sac at the end of a dead-end street and is not residential in nature. As such, the typical need for sidewalks—such as accommodating pedestrian traffic or enhancing residential safety—does not apply to this location.*

Given these factors, we believe the proposed sidewalks are unnecessary and would not provide meaningful public benefit.

PLANNING COMMISSION POLICY ON SIDEWALKS

The Planning Commission's adopted policy on sidewalks is stated in LDC Section 20-0609.A, which codifies Ordinance No. 4700, adopted February 23, 2009 (these were initially codified in 1999 and modified in 2009 to reinstate the clarity in waiver process):

The Planning Commission shall make its recommendation on a sidewalk waiver request based on the guidelines of this subsection and the facts surrounding the waiver request. Based on such factors, the Planning Commission may recommend denial of a sidewalk waiver request even though the request may be technically eligible for such a waiver. The Planning Commission has established the following statement of principles as a foundation for reviewing requests for sidewalk waivers:

1. Sidewalks are a shared amenity and asset of the community. As such, the public interest in sidewalks transcend specific individuals, lots, subdivisions, or periods of time.
2. Sidewalks represent an important element of the transportation system, and as such, they provide an element of safety for both the automobile user and the pedestrian, including children on bikes.
3. Sidewalks are an important element in the inventory of recreational assets of the community.
4. To meet their potential as elements of the transportation and recreational components of the community, accessibility and convenience are factors of real importance.
5. Sidewalks, both as a transportation facility and as a recreational asset, must also consider and assume that vulnerable populations should be and will be found in most areas of the City. Availability and functionality are particularly important to children under 14, persons with disabilities and senior citizens.
6. Sidewalks that are not built can create an uneven or unfair burden of cost, maintenance, and use.
7. Sidewalk plans that offer creative solutions but that are substantially equal substitutes to the traditional sidewalk should be encouraged.

Staff believes that having an incomplete sidewalk along Thunder Road South would be opposed to the principles stated above. Additionally, Fargo's Go2030 comprehensive plan supports sidewalks in all areas:

Comprehensive Plan: The City's adopted GO2030 Comprehensive Plan includes a number of initiatives that relate to this requested waiver, as follows:

<i>Transportation; Initiative 02:</i>	Implement complete streets to enhance Fargo's roadway network as a <u>continuous and connected network</u> .
<i>Neighborhoods; Vision:</i>	Fargo will promote attractive and welcoming neighborhoods by promoting a diverse and affordable housing stock. Fargo will create neighborhoods where residents can age in place, children can walk to school and essential services are only a short walk away.
<i>Neighborhoods; Initiative 02:</i>	Evaluate, review and improve regulations to <u>create more walkable neighborhoods</u> and commercial districts.
<i>Education, Initiative 01:</i>	Safe Routes to School – Fargo will work with local school officials, neighborhood leaders, parents and children to develop policies and programs that advocate for the safe walking and bicycling to and from schools, and in daily life, to promote a healthy lifestyle of children and their families.

2022 Fargo Moorhead Metropolitan Bicycle and Pedestrian Plan: The Fargo-Moorhead Metropolitan Council of Governments (FM MetroCOG) serves as the transportation policy making organization for the greater Fargo-Moorhead metropolitan area. The 2022 Fargo-Moorhead Metropolitan Bicycle and Pedestrian Plan “describes a Vision, Guiding Principles, Objectives, and Performance Measure” to “create better bicycle and pedestrian transportation systems, policies, and programs (page 6 and 9).” Guiding Principle 3—Connectivity—includes as one of its objectives “Close missing links in sidewalk and bicycle networks.” This object supports installing the sidewalk as proposed by the City.

ACTION AT THE JULY 7th, 2026 PLANNING COMMISSION MEETING

At the July 7th, 2026 Planning Commission meeting, that Commission reviewed the petition for sidewalk waiver. This was a non-hearing item.

The Commission heard a presentation from staff summarizing the

- history of sidewalks in this area;
- City’s review process for sidewalks;
- proposal to install sidewalks in this area;
- Land Development Code policy on sidewalks; and
- petitioners’ opposition to sidewalks.

The Commission asked staff

- To clarify the area of the proposed waiver; and
- Whether there had been any conversation of installing sidewalk in front of Thunder Road amusement park only. Staff stated there had not been such a conversation.

The Commission then heard comments from the petitioners. Their comments included

- Many other areas of the city do not have sidewalks
- Why is a sidewalk proposed to be installed 26 years after the original development?
- Snow removal for the public sidewalk is a cost that would have to be paid by the property owners.
- One business is only open six months of the year and not in winter.
- Foot traffic was from people who were temporarily living on the vacant properties in the area, but that has been significantly reduced as the area developed further.,
- The businesses are industrial businesses that don’t have walk-in customers.
- There has been a large amount of theft and other illegal activities in the area; having sidewalk may invite more of that type of activity into the area
- Street lighting should be installed as there is none there now.
- More police presence in the area would be appreciated.
- Property owners were not aware at the time they purchased their properties that there was a requirement that sidewalk was to be installed.

Staff clarified that there is no traffic count of foot traffic in an area prior to proposing sidewalks in that area.

Following the comments of the petitioners, the Commission had questions for staff. Staff responded with the following points:

- There have been no waivers of sidewalk in industrial-zoned areas for at least the last 10 years.
- The Land Development Code states that sidewalks should be installed in all areas of the city
- The reason the City Engineer is looking to install sidewalk in this neighborhood is that the site plan that was submitted and approved in 2022 for the shop condos between Thunder Road and 30th Street showed sidewalks getting installed as part of their initial improvements. These sidewalks were not installed. The City Engineer recognized that the surrounding areas along Thunder Road did not have sidewalks either, so that’s why they were added to the project in order to comply with city ordinance.

The Commission discussion included the following points:

- Sidewalks are for public safety and transportation.
- Could sidewalks be required along the Thunder Road amusement park and stop there?

- If this industrial area has a lot of heavy truck traffic, perhaps having sidewalks that would allow foot traffic would defeat the purpose of public safety.
- City of Fargo should be commended for requiring sidewalks on all streets.
- Post-development installation of sidewalks can be very contentious.
- It is an important public policy to have sidewalks. Sidewalks should be installed now rather than to have this contentious discussion later.
- This is not a remote area on the edge of the city. This area around 32nd avenue and I-29 is right in the middle of potentially intense development in the future.
- Some parcels in this area are industrial in nature and probably don't need sidewalks, there's Eddie and Barkus and nearby office building; there is definitely a need for some sidewalks here. Having sidewalks required in some places and then skip a property because it doesn't have foot traffic is a bad policy.
- Having sidewalks in all areas is the policy of the city. We don't want to set a precedent or have a piecemeal sidewalk system.
- It's a good thing to have sidewalks even if it's a low pedestrian area.

After hearing all the presentations and comments and discussing the petition, the Commission moved to deny the petition for waiver of sidewalks, as noted below.

ACTIVITY FOLLOWING THE JULY 7th PLANNING COMMISSION MEETING

Following the July 7th Planning Commission meeting, staff received an e-mail from one of the property owners. A copy of that e-mail is attached.

Recommended Motion:

Suggested Motion: "To accept the findings and recommendations of the Planning Commission and staff and move to deny the proposed Waiver of requirement to install a public sidewalk in the Thunder Road right of way along Lot 1, Block 1, **Sanders Addition**; Lot 1, Block 1, **Adams Ninth Addition**; All of Lots 1, 2, 5 and portion of Lots 3 and 4, Block 1 **Adams Fifth Addition**, as outlined in the staff report, on the basis that the proposal does **not** meet the intent of the Go2030 Comprehensive Plan and related plans, or the intent of the guidelines as set forth within Section 20-0609.A (1-7) of the Land Development Code."

Planning Commission Recommendation: July 7th, 2026

At the July 7th, 2026 Planning Commission meeting, that Commission, by a vote of 9-0 with two Commissioners absent, moved to accept the findings and recommendations of staff and recommended denial to the City Commission of the proposed Waiver of requirement to install a public sidewalk in the Thunder Road right of way along Lot 1, Block 1, **Sanders Addition**; Lot 1, Block 1, **Adams Ninth Addition**; All of Lots 1, 2, 5 and portion of Lots 3 and 4, Block 1 **Adams Fifth Addition**, as outlined in the staff report, on the basis that the proposal does **not** meet the intent of the Go2030 Comprehensive Plan and related plans, or the intent of the guidelines as set forth within Section 20-0609.A (1-7) of the Land Development Code.

Attachments:

1. Property owner comment e-mail

From: Dave Jones
Sent: Wednesday, July 8, 2026 2:35 PM
To: Donald Kress
Cc: Michelle Turnberg ; Nicole Crutchfield
Subject: Your request for sidewalk waiver at the Planning Commission

Good afternoon Donald,
Thanks for your continued coordination with us regarding this subject. I wanted to make a few comments regarding yesterday's meeting:

I can understand the commission's comments regarding the sidewalk in front of the amusement park; the potential for that sidewalk to be used is there. It's unfortunate for them as it could have a large financial impact on his business. Not only the unexpected cost of the new sidewalks, but also the additional cost of relocating sprinklers and landscaping as well as maintaining the sidewalk throughout the winter even when his business is seasonal.

For myself and other business's in the cul-de-sac, this seems ridiculous. I respectfully disagree with the boards comments where they are basing their decision simply from what decisions were made in the past; or worried about establishing a basis for future rulings. As we both know, every situation and site is different. If that wasn't the case, why would the City even have an option for public input? Even in this particular case, sidewalks leading to the amusement park makes sense, sidewalks to the properties in this cul-de-sac do not.

I did a brief walk-through of the cul-de-sac after the meeting yesterday and noticed a lot of interferences with a future sidewalk. Various landscaping, 3 full size trees, a potential manhole cover. Also, Adam's property has quite a grade change; his would require a paver wall or something to accommodate the slope. For myself, our sidewalk is minimal, my frustration lies with a pointless waste of money spent on something that will never get used.

Thanks again for your assistance Donald, it's much appreciated!



Memorandum

DATE: July 20, 2026
TO: Board of City Commissioners
FROM: Shawn Ouradnik, Inspections Director
SUBJECT: Hearing on Appeal regarding Administrative Notice and Order to Correct at 379 7 Avenue South

Background:

On June 19, 2026, the Inspections Department was inspecting the multi-family property at 379 7 Ave S. The inspector on site made note of a Ford RV with the license number A52140 that appeared damaged. The on-site inspector took photos and investigated the vehicle. During that investigation it was noted that the vehicle was inoperable, and on June 23, 2026, a tow notice was issued for the Ford RV under Article 13-09 of the Fargo Municipal Code and International Property Maintenance Code Sections 202 and 302.8.

On June 29, 2026, Doug Hanson, the owner of the Ford RV, appealed the tow notice to the Inspections Department. That appeal was referred to the City Commission office to set a hearing date for the appeal according to Section 13-0908 of the Fargo Municipal Code. On June 7, 2026, Mr. Hanson amended his appeal and included photos of the Ford RV.

The recommendation is: **To accept the findings of staff, deny the requested appeal, and direct staff to remove the Ford RV located at 379 7 Avenue South.**



July 8, 2026

Doug Hanson
379 7th Avenue South #3
Fargo, ND 58103

RE: NOTICE OF HEARING

Mr. Hansen:

The City of Fargo is in receipt of your Notice of Appeal regarding the Administrative Notice and Order to Correct at 379 7th Avenue South, and a hearing has been scheduled on the matter.

The Fargo City Commission will meet at 5:00 p.m. on Monday, July 20, 2026, in the City Commission Chambers at Fargo City Hall, 225 4th Street North, Fargo, ND. Your hearing is scheduled for 5:05 p.m.

This Notice of Hearing is provided to you in conformance with Section 13-0908 of the Fargo Municipal Code. If you have any questions, please feel free to call me at (701) 241-1561.

Sincerely,

Shawn Ouradnik
City of Fargo Inspections Director



Inspections Department
225 4th Street North
Fargo, ND 58102
(701) 241-1561

VEHICLE REMOVAL NOTICE
Administrative Notice of Order to Correct

DATE: Tuesday, June 23, 2026

LOCATION OF VEHICLE TO BE REMOVED: 379 7 Ave S, Fargo, ND

PROPERTY OWNER: David A Sonsthagen

OWNERS ADDRESS: 208 15TH ST S, Fargo, ND 58103

YOU ARE HEREBY ORDERED TO REMOVE THE FOLLOWING IDENTIFIED JUNK VEHICLES IN ACCORDANCE WITH FARGO MUNICIPAL CODE ARTICLE 13-09 ON OR BEFORE 7/10/26. The term "junk automobiles" includes, without limitation, any motor or non-motorized vehicle which is not licensed for use upon the highways of the state of North Dakota for a period in excess of sixty (60) days, and shall also include, whether licensed or not, any motor vehicle which is inoperative.

If any or all of the vehicles listed remain on the above property after the compliance date, they will be removed by the City of Fargo. In the event that the property owner disagrees with the determination of the City and this notice of removal, the property owner may appeal to the Board of the City Commissioners by filing a notice of appeal, in writing, within ten (10) days of this notice.

The International Property Maintenance Code (IPMC) Section 202 defines inoperable motor vehicles as a vehicle that cannot be driven upon the public streets for reason including but not limited to being unlicensed, wrecked, abandoned, in a state of disrepair, or incapable of being moved under its own power.

Vehicle Description	License Number	State
Ford RV	A52140	ND

Sincerely,

Lynne Olson

Rental Housing Inspector

molson@FargoND.gov

(701) 476-4165





INSPECTIONS DEPARTMENT
Fargo City Hall
225 Fourth Street North
Fargo, ND 58102
Phone: 701.241.1561
Email: Inspections@FargoND.gov

Before the Board of Appeals of the City of Fargo

\$150 filing fee must accompany this form

Appeals of (Owner/Interested Parties): Doug Hanson

Property Address: 379 7th Avenue South, Fargo, ND

What specific violations are you appealing and what material facts do you have to support your objection? (Attach additional pages as necessary)

The RV is not a junk vehicle and is being worked on daily to repair the damage from the fire in June within the limits of my disability and financial situation. See attached.

What relief do you seek, and why do you feel that the finding should be reversed, modified, or otherwise set aside? (Attach additional pages as necessary)

The ability to fix the RV at my own pace as my health and income allows. This is an RV, not a daily vehicle. See attached.

This appeal must be filed with the Fargo Inspections Department within 20 days of the date on your notification of the violations. The Inspector who performed the original inspection will present this appeal at the next meeting of the Board of Appeals, not less than 10 and not more than 60 days from the date below. You will be notified by mail in advance of the date, time, and place of the meeting. Any orders to correct violations that are appealed on this form will be stayed until the Board of Appeals has made its ruling.

We require that the signatures of all interested parties, along with their respective addresses and contact information, be affixed to this appeal. Please attach an additional page as necessary to include all those participating in the appeal.

Name: Doug Hanson Address: 379 7th Avenue South, #3
Email: dj_schaeffer@msn.com Phone: 701-781-3181 or 218-790-5567

Signature: [Signature]

Interest: RV mechanic

In addition, it is necessary that there be a verification of the truth of the matters stated above by at least one of these parties. Please be advised that such a signature will be considered a declaration under penalty of perjury.

Name: Doug Hanson Date: 6-29-2016

Signature: [Signature]

Interest: RV mechanic

These requirements are made in accordance with the International Codes as adopted in the Fargo Municipal Code.

Appeal of Vehicle Removal Notice, dated June 23, 2026, location 379 7th Ave. S., Fargo

I am writing to appeal the violation issued regarding the RV being labeled a junk vehicle. I disagree with this assessment. The RV is not abandoned, neglected, unused, or unrepairable, it is a project that I have been consistently working on, within the limits of my disability and financial situation.

I am a disabled senior living on the minimum Social Security amount. Despite these limitations, I have been working on the RV daily because I have been trying to get it ready for a long trip. Until earlier this month, the RV was operational until an unexpected fire caused by a leak. I took pictures of the damage and have pictures of the repairs I've completed since the fire. This RV is not a daily-use vehicle, it is used for trips, so I do not understand why I am now pressured to return it to operation immediately when it is not in use and will not be driven until I can afford a trip.

Finding parts for this older RV is extremely difficult, especially within my budget. I've already made many repairs and have also purchased a new hood and other parts from an individual out of town, but because I do not have a vehicle, I must rely on him to deliver the parts. He is busy and unable to give me a firm delivery date, but I have already paid for the items and am waiting for delivery.

I am a retired mechanic, and this RV is more than just a vehicle, it is the one thing that gives me purpose and keeps me going. I have invested every spare dollar into restoring it. I am not harming anyone, nor is the RV negatively affecting anyone. I simply need time, available funds, and understanding to complete the repairs. Taking this away would be taking away the one thing that keeps me grounded, even though I haven't done anything wrong. The RV is not new or shiny for the neighbors to look at, but it is what I can afford, and I am doing everything I can to maintain and improve it. I should not be treated unfairly or targeted because I am elderly, disabled, and living on limited income. These are circumstances, not choices, and they are not a violation of any rule.

The requirement to include a \$150 filing fee with my appeal is burdensome and feels discriminatory and a barrier towards elderly and disabled people. As a disabled person living on the minimum Social Security, that amount is not feasible. My income is far below the levels for individuals who cannot afford court or administrative filing fees. The RV is parked in a parking space that is included in with my rent. I have not willfully violated any regulations when you came onto my property and issued a violation that the RV was unrepairable which is incorrect. I would have appreciated a conversation before an order was issued which would have cost nothing instead of an outrageous fee of \$150 to correct the mistake of calling it unrepairable. I am working towards repairing the RV, just not within your unrealistic timeframe of 7/10/26 given my circumstances. My limited income must go directly toward any repairs, not a fee simply to speak with someone about correcting what appears to be a mistake on the inspector's part.

Many individuals who come and go from this property engage in activities that are disruptive and harmful than anything I am doing, yet I am the one being penalized for quietly working on my RV and trying to live a peaceful life. I keep to myself, I do not cause problems, and I am not harming anyone. It feels inappropriate and unfair that I am being targeted for simply maintaining the only project that gives me purpose, while far more serious issues of drug activity and drug dealing go unaddressed. I have no disrespect for the property owner, he keeps the place as nice as he can, but he is not here enough to see what his tenants are doing and the mess that I am constantly cleaning up.

I request time and consideration of my disability and financial hardship. I will finish the repairs when I'm able, but I need the flexibility to do so at a pace my health and income allow. This is my one and only priority and am actively working on in spending all my time and income on already. I am simply trying to live my remaining time doing what I love, which doesn't negatively affect anyone else. Please allow me to continue peacefully working on the RV. I've done nothing wrong other than be elderly, disabled, and poor.

Thank you


6-29-2026



INSPECTIONS DEPARTMENT
Fargo City Hall
225 Fourth Street North
Fargo, ND 58102
Phone: 701.241.1561
Email: Inspections@FargoND.gov

Before the Board of Appeals of the City of Fargo
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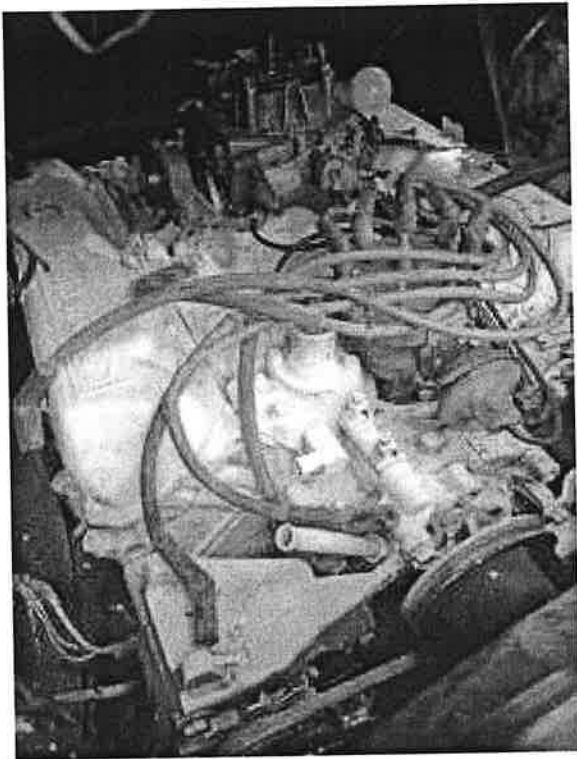
Thank you


6-29-2026

Pictures taken of engine after fire



Pictures of engine work in progress after fire



Memorandum

To: Board of City Commissioners
From: Bekki Majerus, Director of Facilities Management
Date: July 20, 2026
Re: Bid Award and Contract for PD East Lot Fence Installation - Fargo Police Department Headquarters

The Fargo Police Department has been requesting to secure the Headquarters campus with a physical barrier and secured access gates for several years. This request is based on employee feedback (the very first comment from the 2025 Employee Engagement Survey), documented incidents (38 calls for service from July 2025 - June 2026), and the recommendation from the 2024 Master Facilities Plan.

In an effort to meet this request, Facilities Management has been working with the Police Department and Engineering to vacate the section of 24th Street North that runs between the facility and the parking lot. Once vacated, a security fence would be installed around the perimeter with secured gate access at the North and South ends of the vacated roadway. At this time, the discussions to vacate this road are ongoing with neighboring property owners.

Available funding has been identified from the 2024 Bond Issue that would allow us to complete this project. However, the deadline to utilize this funding is quickly approaching. Facilities Management is proposing that we install fence to secure the parking lot only at this time. Once 24th Street North has been vacated, approximately 60-70% of the materials along the west edge of the parking lot could be repurposed/moved to secure the campus along the North and South perimeters.

Facilities Management received a proposal from Dakota Fence for \$173,992. Dakota Fence has a state contract which will be utilized in the procurement process. The project funding will come from the 2024 Bond Issue.

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

Recommended Action:

Move to approve the bid award and contract for the installation of a fence around the parking lot located directly east of the Fargo Police Headquarters facility.

**Agreement
Between
City of Fargo and
Dakota Fence**

This Agreement (the “Agreement,” which includes all attached schedules), effective July 21st, 2026 (“Effective Date”), is entered into by and between Dakota Fence (the “Vendor”), having a principal place of business at 2060 Sheyenne St., West Fargo, ND, 58078, and City of Fargo (the “City”), a North Dakota municipal corporation, having a principal place of business at 225 4th Street North, Fargo, North Dakota 58102 (each a “Party” and collectively, the “Parties”).

1. TERM

The term of this Agreement will commence on July 21st, 2026.

2. STATEMENT OF WORK

A Summary of all services and costs the Vendor will be providing for this project as described in the proposal in Attachment A. Vendor hereby agrees to complete work pursuant to the proposal. Any services provided by the Vendor under this Agreement are referred to as “Services.”

3. MATERIALS

Vendor shall furnish all materials, supplies, tools, equipment, and transportation required to provide services or deliverables required under Statements of Work. Vendor shall provide all available material safety data sheets for City approval prior to use of materials.

4. LIEN WAIVER

Vendor shall submit its lien waivers and obtain and submit lien waivers from all subcontractors, and material suppliers with invoices Vendor submits to City. City’s obligation to pay invoices will be contingent upon receipt of applicable lien waivers.

5. COMPENSATION

The Vendor shall receive compensation in the sum of \$173,992.00 as stated in Attachment A. Except as otherwise provided, undisputed invoices shall be payable within 30 calendar days after the receipt of the invoice. Invoices shall be e-mailed to FinanceAPAR@FargoND.gov.

6. OWNERSHIP OF DOCUMENTS

Vendor’s work product reimbursed by the City, including all data, documents, results, ideas, developments and inventions that Vendor conceives or uses during the course of its performance under this Agreement shall be the City’s property, unless otherwise agreed.

7. INDEPENDENT CONTRACTOR

The relationship between the Parties shall, within the context of this Agreement, be that of an independent contractor and nothing in this Agreement should be construed to create a partnership, joint venture, or employer-employee relationship. The Vendor shall, at all times during the term of this Agreement, perform the duties and responsibilities herein. Neither Party is an agent of the other Party and is not authorized to make any representation contract, or contract commitment on behalf of the other Party.

8. NO CONFLICTS OF INTEREST

Vendor must disclose any actual, apparent, or potential Conflict of Interest to the City prior to execution of this Agreement if a conflict of interest arises or appears to arise during the term of this Agreement, Vendor agrees to abide by any reasonable mitigation plan developed with or by the City. "Conflict of Interest" means any activity, interest, or relationship of Vendor or any of its officers, directors, affiliates, or principals that may compromise that person's ability to render impartial assistance or advice to the City or that may give rise to legal or reputational concerns or any competitive advantage unfair to the City.

9. CONFIDENTIALITY

The Vendor agrees to not, directly or indirectly, disclose, make known, divulge, publish, or communicate any confidential information to any person, firm, or corporation without consent unless that disclosure is authorized under North Dakota law.

10. INSURANCE

a. Vendor will obtain and maintain the following insurance coverage, naming the City of Fargo as an additional insured, via commercial insurance:

i. Commercial General Liability covering bodily injury and tangible property damage liability with a limit of not less than U.S. \$2,000,000 each occurrence.

ii. Workers' Compensation (or maintenance of a legally permitted and government-approved program of self-insurance) covering Vendor Personnel pursuant to applicable state workers' compensation laws for work-related injuries suffered by Vendor's Personnel, if Vendor employs Personnel.

iii. Employer's Liability with limits of not less than U.S. \$1,000,000 per accident.

iv. Professional Liability/Errors and Omissions Liability covering damages arising out of negligent acts, errors, or omissions committed by Vendor or Vendor's Personnel in the performance of services with a liability limit of not less than U.S. \$2,000,000 per claim.

v. Automobile Liability with \$2,000,000 combined single limit per occurrence, for bodily injury and property damage combined covering owned, if Vendor owns any

vehicles, non-owned, and hired vehicles, if Vendor brings vehicles on the City's premises or uses vehicles in the performance of services.

vi. Limits for Commercial General Liability and Automobile Liability may be provided through a combination of primary and umbrella coverage; and

b. Vendor shall provide the City with evidence of the foregoing coverage before providing any services.

c. Vendor shall notify the City 30 days prior to cancellation or reduction in limits of any insurance required hereunder.

11. INDEMNIFICATION

Vendor agrees to indemnify and hold harmless the City, its officers, employees, insurers, and self-insurance pool, from and against all liability, claims, and demands, on account of injury, loss, or damage, including without limitation claims arising from bodily injury, personal injury, sickness, disease, death, property loss or damage, or any other loss of any kind whatsoever, which arise out of or are in any manner connected with this Agreement, if such injury, loss, or damage is caused in whole or in part by, or is claimed to be caused in whole or in part by, the act, omission, error, Vendor error, mistake, negligence, or other fault of the Vendor, any subcontractor of the Vendor, or any officer, employee, representative, or agent of the Vendor or of any subcontractor of the Vendor, or which arises out of any workmen's compensation claim of any employee of the Vendor or of any employee of any subcontractor of the Vendor. The Vendor agrees to investigate, handle, respond to, and to provide defense for and defend against, any such liability, claims or demands at the sole expense of the Vendor, or at the option of the City, agrees to pay the City or reimburse the City for the defense costs incurred by the City in connection with, any such liability, claims, or demands. The Vendor does not agree to defend, indemnify, or hold harmless the city of the City's own actions, omissions or negligence.

12. FORCE MAJEURE

Neither Party shall be liable for damages or deemed in default of this Agreement and any Statement of Work hereunder to the extent that any delay or failure in the performance of its obligations (other than the payment of money) results, without its fault or negligence, from any cause beyond its reasonable control, such as acts of God, acts of civil or military authority, embargoes, epidemics, war, riots, insurrections, fires, explosions, earthquakes, floods, adverse weather conditions, union activity, strikes or lock-outs, and changes in laws, statutes, regulations, or ordinances.

13. DISPUTE RESOLUTION

Vendor and the City will exercise good faith efforts to resolve disputes through a mutually acceptable Alternative Dispute Resolution process. Nothing prevents the Parties from pursuing litigation in the appropriate State or Federal court, located in Cass County, North Dakota

14. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the state of North Dakota.

15. ENTIRE AGREEMENT

The terms and conditions set forth herein and any Attachment referenced herein constitute the entire understanding of the Parties relating to the provision of services by Vendor to City and shall be incorporated in all Statements of Work unless otherwise so stated therein. This Agreement may be amended only by a written instrument signed by both Parties.

16. ASSIGNMENT

This Agreement may not be assigned by Vendor or City without the prior written consent of the other Party.

17. TERMINATION

This Agreement may be terminated by either Party upon seven days written notice should the other Party fail to perform in accordance with the terms hereof, provided such failure is not cured within such seven-day period. City may terminate this Agreement for convenience at any time, in which event Vendor shall be compensated in accordance with the terms hereof for Services performed and reimbursable expenses incurred prior to its receipt of written notice of termination from City.

18. SEVERABILITY

Should a court of law determine that any clause or section of this Agreement is invalid, all other clauses or sections shall remain in effect.

IN WITNESS WHEREOF, City and Dakota Fence have caused this Agreement to be duly executed as of the date first above written.

CITY OF FARGO

BY _____

Joshua Boschee, Mayor

DATE: _____

ATTEST:

BY _____

Angie Bear, Deputy City Auditor

Dakota Fence

BY _____

DATE: _____



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	7/16/2026 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 the following:

- 172 LF of 8' tall, galvanized chain link fence, plus three strands of barbed wire, with black privacy slats. All posts to be direct driven or surface mounted to existing concrete.
- 356 LF of 8' tall, black Montage Commercial Invincible style steel fence from Ameristar. All posts to be set in concrete or surface mounted to existing concrete.
- 1 (ea) 4' wide single swing walk gate with self-closing hinges and electric strike capable panic latch kit (electrical or access control material and labor not included, installation by others)
- 2 (ea) custom fabricated cantilever slide gates for 30' wide openings. Gates to match style of Ameristar fence described above (8' tall, black, picketed). Each gate to include electronic gate operator.

*See page two for included gate operator material and labor.

TOTAL PRICE INSTALLED – \$173,992.00

Page 1/2

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.

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 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	7/16/2026 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) one horsepower LiftMaster INSUL24UL gate operators, (single/3-phase), (4) mounting posts, (2) drive chains, (4) safety bump edges, (2) photo eyes, (2) heaters, and (4) virtual loops.

Labor included: Installing mounting posts, mounting of operator unit on posts, mounting of UL325 safety devices, hook up of drive chain, 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 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.

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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

What is one thing you would recommend to make your Department a better place to work?

1. It would be nice to be able to park in a secure location while at work, either inside a fence or in a secured/indoor lot, instead of leaving my personal vehicle out in the open with transients regularly walking through the lot.
2. Unsure
3. Getting rid of certain policies or the way some complaints are handled. Department has so many policies now where you cannot do anything wrong without getting written up. It seems as there is a policy for everything, for example being late for work a couple minutes for someone where it's their first time. That results in a memo and put into our files with disciplinary action. Policies like this have affected moral. Better pay, the first responder sales tax passed and money was used for other things for which it was not meant for. Resulting in way lower than expected pay. It's not fair pay considering we can go across the river in Moorhead and get \$120,000 in a short time when we are taking 2-3 times as many calls all while being under staffed. 15-20 calls a day per officers really burns you out. With that, our department likes to constantly do promotions and make new areas/special assignments. This affects the patrol staffing which has remained the same since 2021. There has been no improvement because after each academy, there is movement that just brings patrol right back down again. We have heard the same thing for almost 5 years "after this next academy it'll be better", but it never improves. Our department is getting so top heavy and is draining patrol.
4. A change in leadership from the very top. We are able to give ideas of how we could improve the workflow, however, the ideas go nowhere. We as a department had voted on a squad car design early on with new leadership and the majority of employees collectively picked an all black squad cars with new decals. In the end, leadership had his idea of what he wanted and went against the majority to pick his own design. Additionally, we voted as a department in majority to have white "Police" patches and name plates. Once again, majority was overruled and gold letters were selected. It feels like they want us to think we have a say, but at the end of the day, our input means minimal. This place could be great again if our input was actually what mattered.
5. More openness with leadership and transparency about decisions made above our role.
6. Move bookings to the jail.
7. We need more staffing and better/more facilities. I don't believe city leaders understand or care to understand our work and the level of activity within our department.
8. A bigger budget to send Officers to various trainings.

PD East Lot Fence Justification:

Over the past year, the Police Department has documented a recurring pattern of unsanctioned public presence, behavioral crises, and safety related contacts occurring directly within or adjacent to the east-side employee parking lot. These incidents (38 in total) show a consistent trend of individuals approaching officers, wandering through personal vehicle rows, engaging in erratic or distressed behavior, or using employee only spaces for unintended purposes.

Several cases illustrate the risk clearly. Individuals have wandered through the personal-vehicle lot believing it to be public space, such as the June 27, 2026 event where a subject casually walked among officers' vehicles before being redirected. Others have approached officers in the lot while experiencing mental-health crises, including hallucinations or disorganized behavior near the east doors (e.g., June 23, 2026). Officers have also been contacted by distressed individuals claiming to be pursued or in danger, pulling directly into the employee lot for help (June 19, 2026). The record includes examples of property interference, such as throwing cones and tampering with equipment (August 14, 2025), as well as suspicious surveillance-like behavior including slow-rolling vehicles or individuals photographing the east side of the building (July 23, 2025).

In addition, the Police Department implemented a booking station and process in 2024 when the Cass County Jail was having space issues. The booking station is located at the Police Department, and after booking, the individuals are released, often out of the building allowing them to roam freely around the building and potentially into the parking lot. Often times these individuals are unhappy with officers that arrested them, and the opportunity for them to cause damage to vehicles in the lot exists upon their release. Since April 2024, officers have booked 402 individuals through the booking station and then released them out of the police department.

This activity occurs in the same area where employees park their personally owned vehicles and walk to and from work, often at night, alone, or carrying gear. While many encounters end peacefully, the consistent presence of unpredictable behavior, mental health crises, or trespass-like activity establishes a clear, documented pattern of exposure. The City therefore has a reasonable basis to conclude that the current configuration does not adequately control access or protect employees from avoidable contact in a sensitive area.

To reduce this risk, the department recommends installing a secure perimeter fence with controlled access around the east employee lot. This measure would not restrict public access to police services, which will continue to be available on the building's west side. Instead, fencing creates a defined boundary where none currently exists, enabling the City to separate public-facing functions from employee-only spaces, deter unsanctioned entry, and provide officers with a predictable, protected environment as they arrive and depart.

Some may ask whether signage or cameras alone could resolve the issue. However, the documented incidents show that many individuals entering the employee lot are not deterred by signage, and cameras, while useful for documentation, do not prevent individuals from approaching officers or

vehicles in the moment. A fence is the simplest, most effective, and most enforceable form of access control, and represents a modest investment compared with the potential safety, liability, and personnel-wellbeing implications of continued uncontrolled access.

Commissioners may also wonder whether these incidents reflect normal public behavior around a police department. The data does not support that interpretation. The incident log shows repeated occurrences of erratic behavior, misidentification of private areas as public, ongoing mental-health-crisis contacts, and direct approaches to officers in the employee lot, not simply people walking by or using the sidewalk. These are precisely the conditions that access-control design seeks to mitigate.

In light of this documented pattern, fencing the east employee parking lot is a reasonable and proportionate step. It enhances officer safety, protects personal property, reduces preventable contacts, clarifies the division between public and non-public spaces, and helps the City meet its obligation to provide a safe and secure workplace. The department's recommendation is therefore grounded in clear, recurring evidence, and the proposed fencing represents a practical, long-term solution to an identifiable operational challenge.

Summary of 38 East-Side Parking Lot Incidents: (July 2025-June 2026)

Unauthorized Presence / Loitering in Employee Lot

- Individuals wandering through personal-vehicle rows believing the lot was public.
- People milling around the employee lot without purpose.
- Slow-rolling vehicles pulling into employee spaces to rest, check phones, or wait.
- A cab driver using the employee lot to wait for calls.
- Subjects pulling into the lot to look for directions or "check on something," then leaving.
- People photographing the east side of the PD or squad cars.

Mental-Health Crises / Disoriented or Erratic Individuals

- Subjects rambling incoherently, discussing hallucinations, claiming voices told them to come to the PD.
- Individuals approaching officers in distress, believing they were being followed or terrorized.
- A severe case involving tampering with cones, outlets, and squad areas, resulting in a mental-health hold and trespass.
- Subjects asking for cigarettes, help with personal problems, or reporting delusional concerns.

Public Approaches to Officers in the Employee Lot

- Individuals flagging down officers in the lot to discuss disputes, fears, or confusion.

- People driving up next to squads to ask for advice, lodge complaints, or clarify unrelated police matters.
- Residents reporting interpersonal issues, online harassment, or misunderstandings.
- Subjects seeking detectives or wanting to address previous welfare-check contacts.

Suspicious / Surveillance-Like Behavior

- Vehicles circling or slow-rolling around the PD repeatedly.
- Individuals recording video or taking photos of the east side or squad cars.
- People looking into east-facing windows or remaining near the fence line of adjoining business.

Release-Adjacent or Transport-Related Activity

- Individuals dropped off and refusing to exit vehicles, requiring officer intervention.
- Subjects lingering near the east lot after being transported for medical or mental-health evaluations.
- People arriving to register, follow up on cases, or seek help after shelter/hospital interactions.

Vehicle / Traffic-Related Concerns Near the Lot

- Drivers circling, parking with hazards on, or driving recklessly through employee-only areas.
- Vehicles pulling up alongside officers unexpectedly or stopping on 24th Street adjacent to the lot.
- Traffic stops initiated due to suspicious vehicle movement near the east entrance.

Overall Patterns Identified

- Frequent, unsanctioned public access into a non-public operational space.
- Behavioral instability regularly occurring directly beside officers' personal vehicles.
- Direct, unplanned engagement with officers during vulnerable moments (arriving/leaving/inside vehicles).
- Recurring confusion about what areas are open to the public.
- Security-sensitive behaviors like recording, circling the building, or lingering near windows/fence.
- Activity consistent month-after-month, not isolated or incidental.

National Comparison:

Across the United States, multiple documented attacks have occurred in or near police department parking lots, spaces traditionally assumed to be safe because of their proximity to law-enforcement facilities. Nationally, officers have been ambushed, shot at, stabbed, and assaulted while arriving or departing work, sitting in their vehicles, or transitioning through predictable points of access. These attacks consistently exploit predictable movement patterns, unsecured access, and moments when officers are least prepared to defend themselves.

Nationwide incidents consistently demonstrate that offenders, both unstable individuals and intentional attackers, use police parking areas as an opportunity to initiate violence. Key patterns include:

- **Ambush attacks on officers sitting in parked vehicles in police lots.**
- **Knife assaults on officers confronting suspicious individuals behind precincts.**
- **Armed attacks from vehicles entering unsecured rear or side lots.**
- **Violent assaults by unstable individuals lingering in or around employee entrances.**
- **Use of vehicles as weapons to ram parked squads or strike officers on foot.**
- **Targeting officers during shift-change, when movements are predictable and concentration is on transitioning rather than tactical awareness.**

These incidents underscore that parking areas adjacent to stations are not inherently safe, they are predictable, lightly controlled environments that present opportunity for violence.

Why Officers Are Vulnerable in Parking Lots

Parking areas create a unique set of vulnerabilities:

- **Predictable schedules:** Offenders know when officers come and go, especially during shift changes.
- **Transition moments:** Officers may be unarmed, carrying gear, or mentally disengaged while arriving or leaving.
- **Personal vehicles:** Officers' private vehicles, bearing identifiers or traceable plates, are exposed to harassment, surveillance, and damage.

- **Access is often uncontrolled**, making it easy for the public to wander, observe, approach, or ambush.
- **Limited situational awareness:** Officers may be on their phones, carrying equipment, or thinking about calls, court, or family obligations.

The 38 local incidents in the east employee parking area reflect many of the same early stage behaviors that have preceded attacks elsewhere, reinforcing the need for physical access control measures such as fencing.

- Unauthorized individuals entering the employee-only lot and approaching personal vehicles.
- Mentally-unstable or distressed subjects displaying erratic behavior, rambling, or hallucinations near staff parking.
- Suspicious recording or photography of the building's east side and squad vehicles.
- People circling the building, slow-rolling through the employee lot, or idling near restricted doors.
- Direct approaches to officers in the parking lot to vent frustrations, report perceived threats, or engage in unpredictable confrontation.
- Property interference, object throwing, and tampering with PD equipment in the east lot.

While no incidents have escalated into violence, these behaviors are the same types of early contacts observed in national cases before an assault occurred. They indicate that the environment is accessible, predictable, and attractive for unstable or malicious individuals.

Why Fencing the East Employee Lot Is a Necessary Safety Measure

Given both national incidents and local patterns, securing the employee lot with fencing is a reasonable and proactive safety action. It:

- Eliminates predictable, unsecured access routes exploited in national attacks.
- Reduces officer vulnerability during arrival and departure—their highest-risk moments.
- Prevents unauthorized foot and vehicle traffic from entering an employee-only space.
- Protects personal vehicles from surveillance, vandalism, and targeting.
- Creates a barrier against unstable individuals who currently wander into the lot unchecked.
- Supports the City's duty to provide a safe workplace where officers are not exposed to preventable hazards.

Conclusion

National cases show that police parking lots are a known target environment, and your department's 38 local incidents show the same warning signs: unauthorized entry, unstable behavior, erratic public

contact, and surveillance-like activity. These conditions, combined with predictable shift-change traffic, create a foreseeable safety risk.

Installing a secure perimeter fence around the east employee parking lot is a prudent, evidence-based measure that directly addresses the vulnerabilities exploited in nationwide assaults and significantly improves officer safety. The West Fargo Police Department and Cass County Sheriff's Office both have security fencing surrounding their parking areas, including their employee parking areas.

West Fargo PD:





Cass County SO:





POLICE HEADQUARTERS

105 25TH STREET NORTH

LOT SIZE 4.69 acres

BUILDING SIZE 48,500 SF (99,500 SF total including garage parking)

BACKGROUND INFORMATION

The existing Fargo Police headquarters was built in 1989 as a 63,500 SF office and warehouse for Border States Electric Company. While Border States Electric Company occupied the building they added on an additional 35,000 to the building during 2 separate additions. The Building is a precast concrete exterior with a steel structure. The Fargo Police Department moved into the building after an extensive interior renovation in 2019. While the lot and building are still owned by Border States Electric, there is a plan in place for the City of Fargo to purchase the building and property in the coming years.

The Fargo Police Headquarters are located on 25th Street North between 1st and 3rd Avenues, about 1.5 miles west of Downtown Fargo. The area of the Police Headquarters is surrounded by general commercial and industrial buildings, including the Fargo Public Works building directly adjacent to the north. The parcel of the existing facility is around 3.25 acres. A parking lot across 24th Street North provides about 1.4 acres of personal vehicle parking for officers.

BUILDING DEFICIENCIES

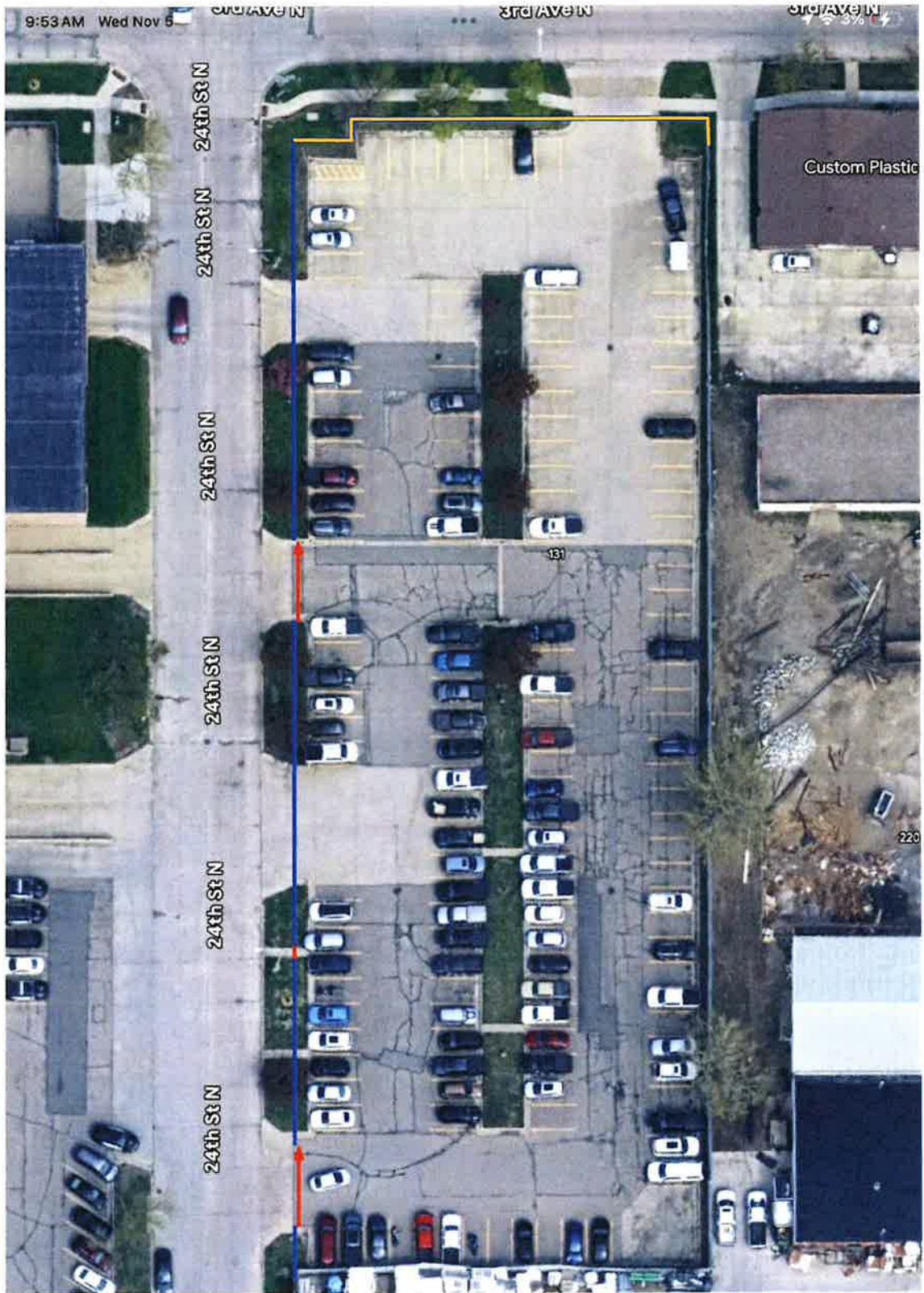
- The Lobby and Entrances do not have ballistic glazing, presenting a security risk to staff and officers.
- The Building was not originally intended to be a Police facility, causing some operational issues.
- The structure potentially does not meet the International building code standard for a Risk Category IV, "Designated Essential Facility" building.
- Operational inefficiency within existing building footprint.
- Community Engagement and relationships - Fargo PD Image.
- Visual Engagement with Public.

SITE DEFICIENCIES

- 24th Street North separates the building from officer parking, both that parking lot and the parking lot directly adjacent to the police headquarters are unsecured, presenting a security risk for staff and officers as well as to their vehicles.
- There is a railroad directly to the south of the Police headquarters, which has the potential to restrict easy access to certain areas of the city in the event of a train emergency or derailment.
- The current headquarters site is not in a central location within the city, leading to longer police response times in growing areas of the city that are up to a 15 minute drive away.
- Unsecured Outdoor Employee Parking.
- Location - affects response time and Patrol Operations.

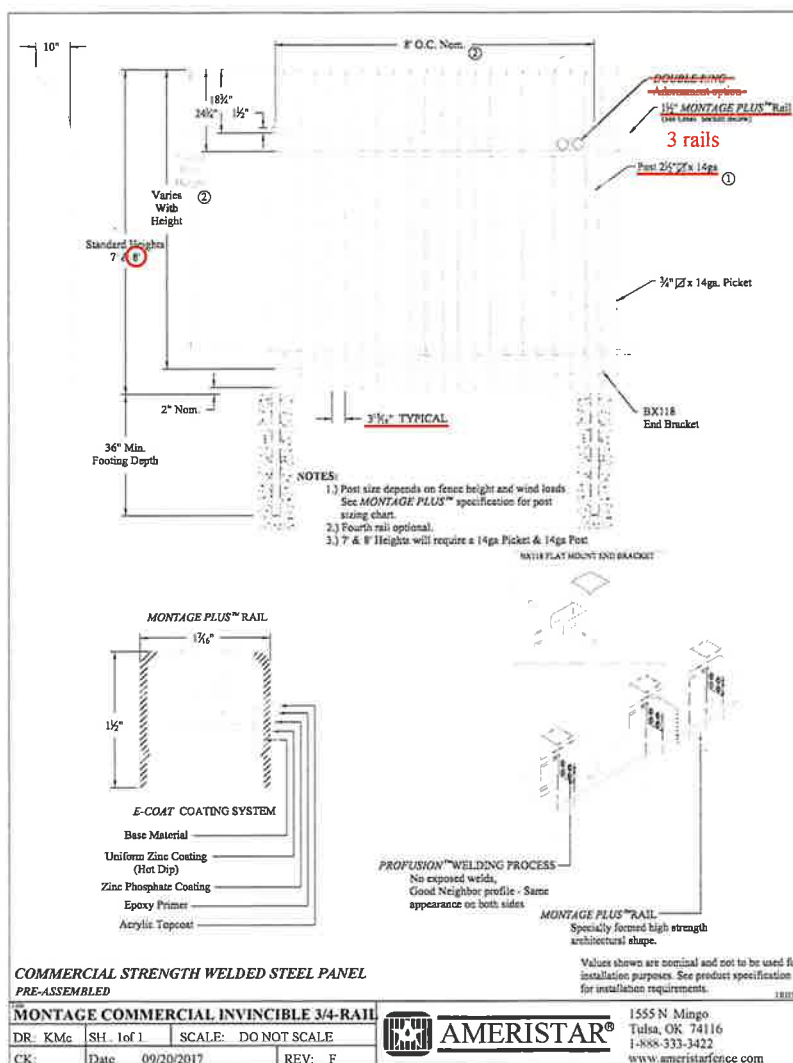


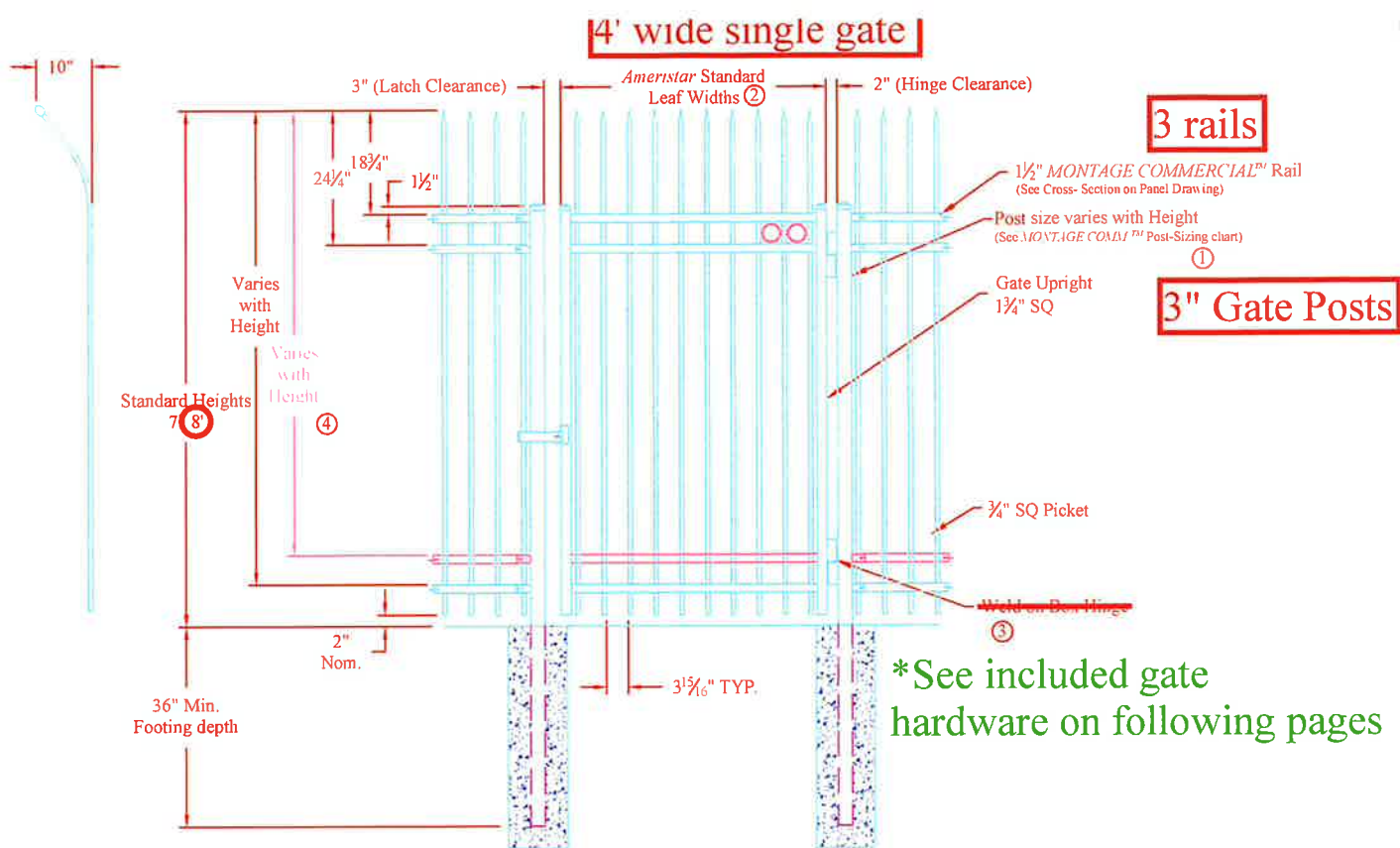
PDHQ East Lot Fence Design





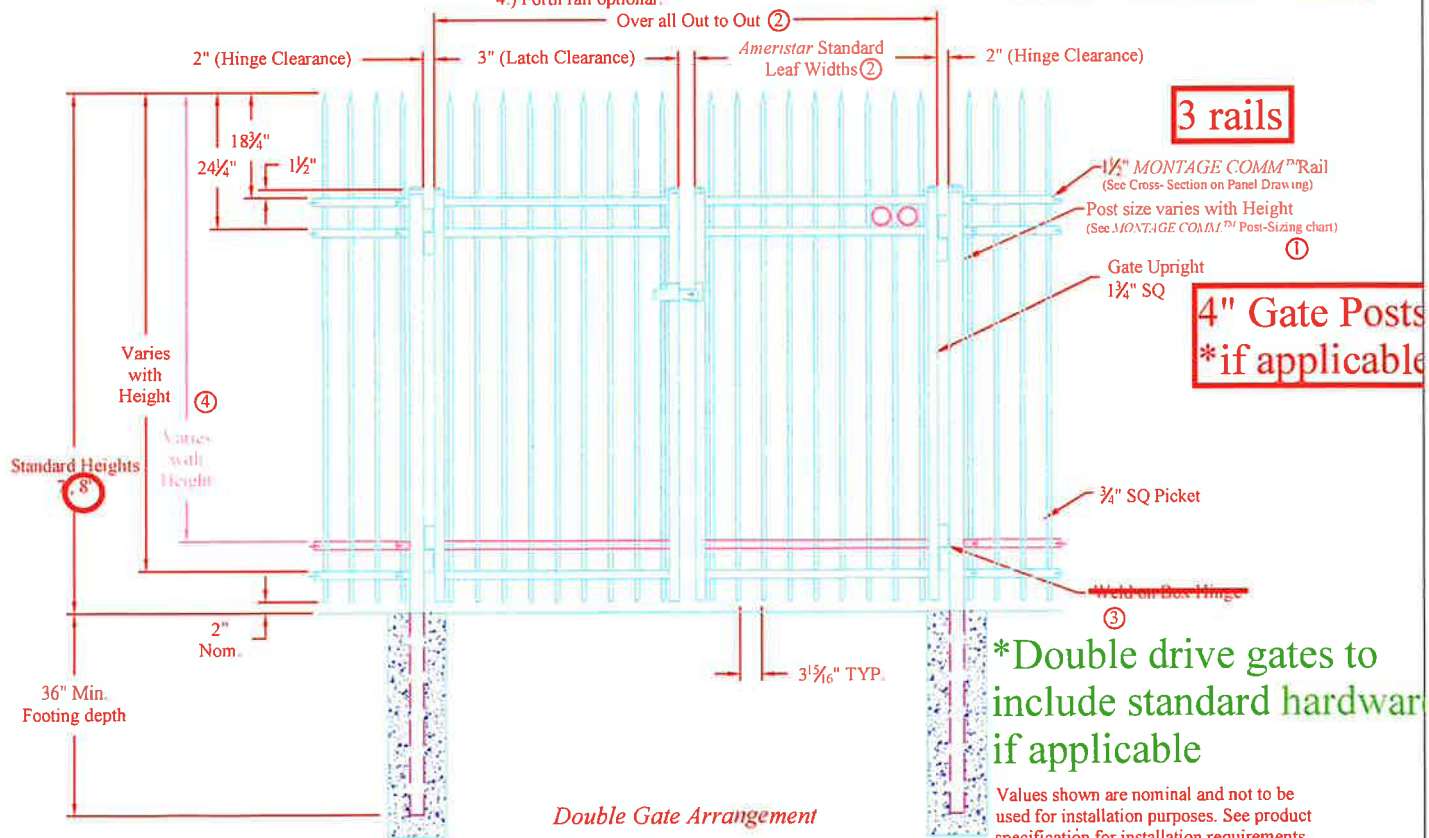
Posts to be plated and surface mounted to concrete where necessary.





NOTES: Single Gate Arrangement

- 1.) Post size depends on fence height, weight and wind loads. See MONTAGE COMMERCIAL™ specifications for post sizing chart.
- 2.) See Ameristar gate table for standard out to outs. Custom gate openings available for special out to out/leaf widths.
- 3.) Additional styles of gate hardware are available on request. This could change the Latch & Hinge Clearance.
- 4.) Forth rail optional.



COMMERCIAL STRENGTH WELDED STEEL GATE

Title: MONTAGE COMMERCIAL INVINCIBLE ¾-RAIL SGL & DBL GATE

DR: KMc | SH: 1 of 1 | SCALE: DO NOT SCALE



AMERISTAR®

1555 N. Mingo
Tulsa, OK 74116
1-888-333-3422

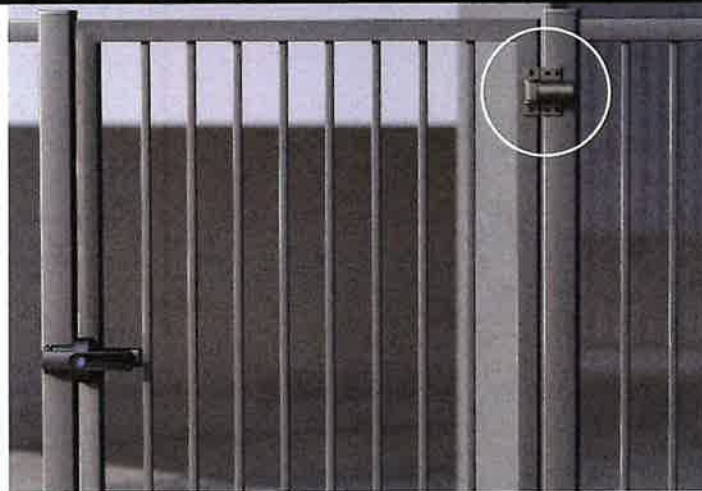
IRIISOG



SUREClose®

READYFit

Hydraulic Gate Hinge-Closers. Externally Mounted.



A Hinge and/or Closer in one small, powerful package

- Ideal for Commercial/Industrial applications
- Powerful, hidden hydraulics that won't leak!
- Quick & easy to install – externally mounted (screw- or weld-on)
- Self-close gates up to 120kg
- Two rows of bearings provide superior performance
- Now with Torx screws for extra tamper resistance
- Adjustable self-closing speed (some models)
- Final snap-close action (some models)
- Heavy duty, 50-micron anodised aluminium



D&D Technologies

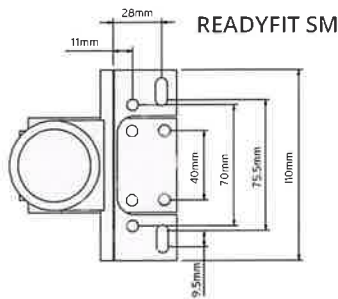
World's most trusted gate hardware



SCREW ON - ALUMINIUM AND STEEL GATES		
RF SM S Code: 74001313T	RF 108 S Code: 74108313T	RF 108SF S* Code: 74108323T
Load Bearing Hinge	Hinge/Closer	Hinge/Closer + Safety Feature
Non self-closing	Self-closing from 83° with final Snap Close	Self-closing from 88° with final Snap Close
Max gate opening 178° one way	Max gate opening 178° one way	Max gate opening 88° one way
-	Holds gate open at 90°-180°	No hold-open feature
-	Not suitable for pool/safety gates	Suitable for pool/safety gates

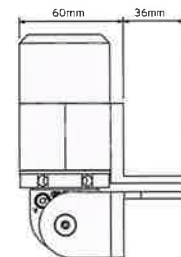
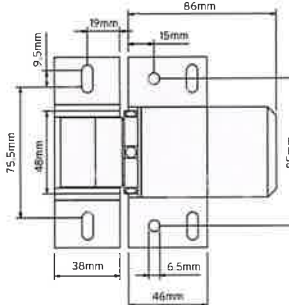
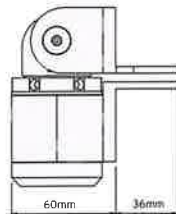
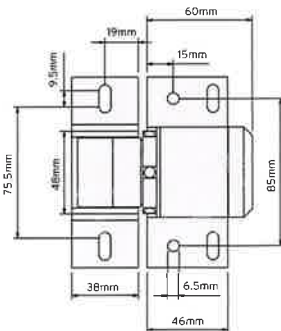
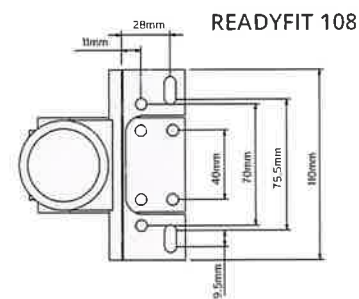
WELD ON - STEEL GATES		
RF SM W Code: 74001315T	RF 108 W Code: 74108315T	RF 108SF W* Code: 74108325T
Load Bearing Hinge	Hinge/Closer	Hinge/Closer + Safety Feature
Non self-closing	Self-closing from 83° with final Snap Close	Self-closing from 83° with final Snap Close
Max gate opening 178° one way	Max gate opening 178° one way	Max gate opening 88° one way
-	Holds gate open at 90°-180°	No hold-open feature
-	Not suitable for pool/safety gates	Suitable for pool/safety gates

Note: Minimum fence post size 50mm. Gap variance for all models 12-35mm. Range sold as single hinges.



Hinge Combinations	Max Self-Closing Gate Weight*
108 + SM	80kg
108 + 108	120kg
Access Control	Weight Capacity
SM + SM	680kg

***CAUTION:**
Based on max gate size 1800x1000mm. For gates with greater HxW, or if weather conditions such as wind play a significant role, use hinge combinations with higher self-closing weight ratings.



ReadyFit Brackets

Models	Bracket Material
74108315	Steel
74108313	Aluminum

SELF-CLOSING - NON SAFETY
Not suitable for child/pool safety

All mounting brackets and fasteners included. Face of gate and post are aligned.



CAUTION: Models with "SF" in their codes indicate a **self-closing hinge**, with no hold-open capabilities. Because SF hinges do not open more than 90°, the gate must carry a **gate-stop that prevents the gate opening more than 90°**. Forcing a gate with SF hinges beyond a 90° opening will damage the hinges and void Warranty. If using SF hinges on child safety gates always consult the appropriate authorities in your area to meet local requirements or code compliance.

ReadyFit Brackets

Models	Bracket Material
74108325	Steel
74108323	Aluminum

SELF-CLOSING - SAFETY (SF Model)
Suitable for child/pool safety*
DO NOT PROP GATE OPEN

All mounting brackets and fasteners included. Face of gate and post are aligned.

***CAUTION:** When used on swimming pool gates, always consult local authorities for swimming pool codes. A gate stop must be installed when using SF model. Gate must not be allowed to open past 90°. Doing so voids warranty.

www.ddtechglobal.com

Unit 6, 4-6 Aquatic Drive, Frenchs Forest NSW 2086

Tel: (02) 9454 7888 Email: sales@ddtech.com.au

D&D Technologies
World's most trusted gate hardware

PROM0169 15/1/19



1. Product Name

■ 6045 Superior Exit Bar Kit

2. Manufacturer

DAC Industries, Inc.
600 11th St NW.
Grand Rapids, MI 49504

Phone: 616-235-0140

800-888-9768

Fax: 616-235-2901

Email: info@dacindustries.com

Web: www.dacindustries.com

3. Product Description

Basic Use

Used on gates where emergency egress is needed. Typically used on outdoor storage areas, schools, outdoor seating areas and dangerous work environments.

The 6045 Superior Exit Bar Kit consists of:

- DETEX® exit bar*
- Adjustable receiver bracket
- Lock box
- Mounting plate
- Keyed cylinder w/two keys
- All required fasteners/screws

*DETEX is a registered trademark of the Detex Corporation.

Composition and Materials

Detex exit bar: anodized aluminum, has an acrylonitrile butadiene styrene (ABS) housing with a stainless steel latching bolt. ABS is a thermoplastic polymer.

Lock box: fabricated from 16 gauge steel. Black or silver.

Guard: fabricated from 16 gauge steel. Black or silver.

Adjustable receiver bracket: fabricated from A36 ¼ inch hot rolled, pickled and oiled (HRPO) steel. Black or silver.

Mounting plate: fabricated from electro-galvanized, 16 gauge hot-dipped, cold rolled A40 steel. Black or silver.

Benefits

Eliminates day-long fabrication. Provides a more finished appearance, and is both faster and simpler to install than a custom exit bar system fabrication.



Product Limitations

Check with local building codes before installation on swimming pool enclosures. Recommended for secondary emergency exit gates in pool fencing. Can be used in double gate installation with use of a lockable drop rod or removable center post, but works best on single gate application.





Grades

Detex panic bar Grade 1, Type 1.

Dimensions (W × H × D)

Detex exit bar: 36 or 48 × 8³/₈ × 3¹/₄ inches.

Lock box: 2 × 2 × 2 inches; (will accept rim type cylinder): also, IC housings available.

Guard: 24 × 4 inch plate; closes gap between gate post and gate frame.

Adjustable receiver bracket: one-inch optimal; adjustable for gate gaps from 3/4–2 inches.

Mounting plates: 16 gauge 32–54 × 12 or 24 inches (W × H) (extension plates for up to 72 inches available).



Finishes

Silver or black powdercoat finish.

Special Features

Provides an easy way for contractors to install exit devices on multiple types of gates.

Accessories/Options

Additional guards, IC cylinder housing and keyed alike options available. Lever handles, mechanical combination locks and also electrified control trim lever handles available.

4. Technical Data

Applicable Standards

Americans with Disabilities Act (ADA)

- ADA 309.4 Operation

American National Standards Institute/Builders Hardware Manufacturers Association (ANSI/BHMA)

- ANSI 156.3 Grade 1 Type 1

ASTM International (ASTM)

- ASTM A653 Standard Specification for Steel Sheet, Zinc-Coated (Galvanized) or Zinc-Iron Alloy-Coated (Galvannealed) by the Hot-Dip Process

National Fire Protection Association (NFPA)

- NFPA 80 Standard for Fire Doors and Other Opening Protectives
- NFPA 101 Life Safety Code®

Society of Automotive Engineers (SAE)

- AISI/SAE J403 1008/1010

Underwriters Laboratories International (UL)

- UL 305
- UL Listed Panic Hardware
- UL Listed Fire Exit Hardware for 3 hours, maximum 4 × 10 foot single doors and pairs of 4 × 8 feet with F90KR keyed removable Mullion



DAC Industries, Inc.

Approvals

- California State Fire Marshall 4140-0127:105 and 3725-0127:108
- State of Florida Approval FL90

5. Installation

DAC Industries, Inc. provides complete installation instructions upon request.

6. Availability and Cost**Availability**

Contact DAC Industries, Inc.: www.dacindustries.com.

Cost

Contact DAC Industries, Inc. for pricing.

7. Warranty

DAC Industries Inc. provides a one year warranty against any defects in material or workmanship for all kit components. Detex Corporation provides a limited ten year mechanical warranty on the exit device.

8. Maintenance

Periodically inspect and lubricate the unit to extend its life. Also, inspect to insure latch bolt is engaged properly.

9. Technical Services

DAC Industries, Inc. provides phone support: 800-888-9768.

10. Filing Systems

- CMD
- Additional product information is available from the manufacturer upon request ↗

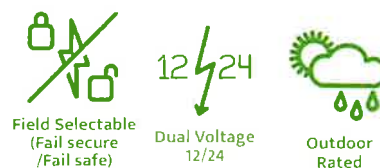
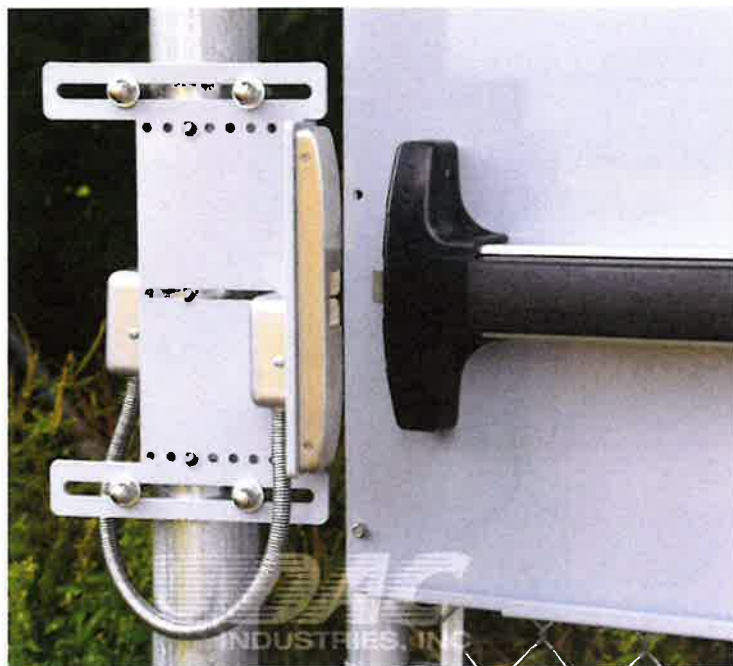
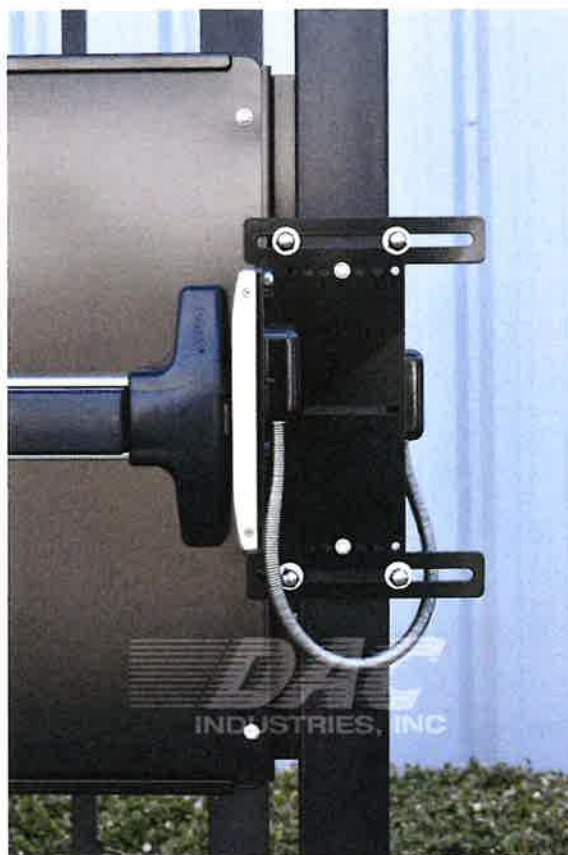


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h.e.s.
ASSAABLOY

Mounting Kit for HES® 9600 Electric Strike with DAC Panic Bar Kits

- Easy, Adjustable Installation on Gates
- No Welding or Fabricating Required
- Mounting Bracket Acts as Gate Stop
- Field Reversible
- 18" U.S. Stainless Steel Flex Conduit & Connectors Included
- Stainless Steel U-bolts Available for 2", 2 1/2", 3", 4" Round or Square Post



Electric Strike Features:

- Field Selectable Fail Safe/Fail Secure
- Dual Voltage 12/24V DC
- Suitable for Exterior Use



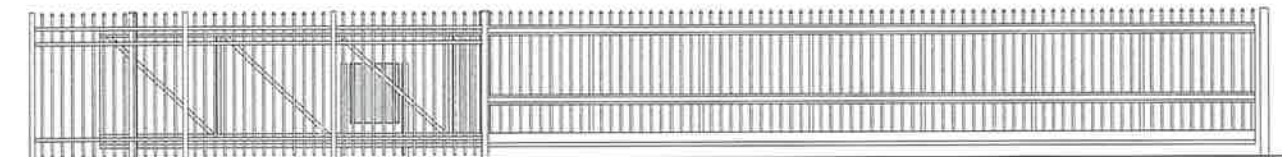
(800)888-9768



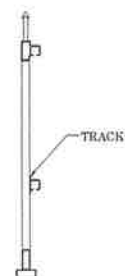
info@dacindustries.com

www.dacindustries.com

- 4" gate posts
- 24' wide opening
- Style of gate to match fence style (height, rails, color, etc.)
- Includes LiftMaster gate operator



GATE ELEVATION



SECTION VIEW

GENERAL NOTES:		FAB		FINISH SURFACE: -	MILL CERT REQ'D: -	PROJECT: GATE		LOCATION: -	
		WELD		GALV: -		CUSTOMER			
		QC		PAINT POWDER: -		PRIME CONTRACTOR			
				PAINT POWDER: -		SUB-CONTRACTOR			
						ENGINEER			
						DWG BY: -		DATE: -	PROJECT #: -
						CHKD BY: -		REV: A	DWG #: -
						REV.		DATE	STATUS



Dakota Fence
ALL MATERIALS ARE WELDED TO MEET AS SHOWN.
SHEETS ARE TO BE USED IN ACCORDANCE WITH THE
DRAFTING STANDARDS OF DAKOTA FENCE CO. AND IS NOT TO BE
REPRODUCED OR COPIED IN ANY MANNER WITHOUT WRITTEN
CONSENT FROM DAKOTA FENCE CO. FAILURE TO OBTAIN PERMISSION MAY RESULT
IN LEGAL ACTION.

FOR APPROVAL

SHEET #:

L1

INSL24UL

24VDC Industrial
Slide Gate Operator
Section 32 31 00



DATA SHEET

Key Features

Steel Cabinet

Battery Backup

Remote Control Access

Internet Connectivity

Monitored Safety Devices

Solar-Power Capabilities

Diagnostic Display

Wireless Dual-Gate Communication

Dual-Gate Control

Fire Department Compliant

Limit Setting

Diagnostic Display

Programable Auxiliary Relays

Unauthorized Access Prevention

Homelink® Capability

Weatherproof 14 gauge, NEMA 3R steel cabinet

Yes

Security+ 2.0® 3-channel receiver will handle up to 50 remote controls (unlimited remotes with 811LMX/813LMX)

myQ® Facility cloud connection and myQ capability for secure monitoring and control of gate operator from anywhere*

6 inputs (main and expansion board)

Yes

LED diagnostic display

Eliminates expensive conduit costs and unsightly driveway scars

Bi-part delay or synchronized close

Allows gate to auto open upon loss of AC power or battery depletion; includes manual release

Electronic

LED diagnostic display

2 programmable auxiliary relays accommodate more accessories such as warning lights/alarms

Can be programmed with anti-tailgate or quick close capabilities

Version 4 or higher

Specifications

Operator Speed

Power

Accessory Power

Operator Weight

Warranty

Temperature Specification

UL Usage Classification

0.5 ft./sec. to 1 ft./sec

120/240VAC single phase, optional 3 phase kit for 208/230/460VAC and 575VAC

24VDC 1 A max. output; switched and unswitched power

129 lbs.

5 years

Without heater -4°F (-20°C) to 140°F (60°C);

with optional heater: -40°F (-40°C) to 140°F (60°C)

II, III, IV

Construction

Motor

Operator Duty Rating

Chassis/Frame

Gear Reduction

Cover/Cabinet

Chain

Recommended Capacities

24VDC brushless motor with soft start/stop

Continuous-duty

Constructed with 1/4 in. powder coated steel for rust prevention

Direct drive 40:1 gear ratio

Powder-coated, 14 gauge steel cabinet, oil tight, weatherproof NEMA 3R lockable cabine

#40

Rated for gates up to 70 ft. in length and weighing up to 2200 lbs.

*When linked with a myQ Facility capable access control. Cellular data or Wi-Fi® connection required

LiftMaster

POWERED BY myQ.

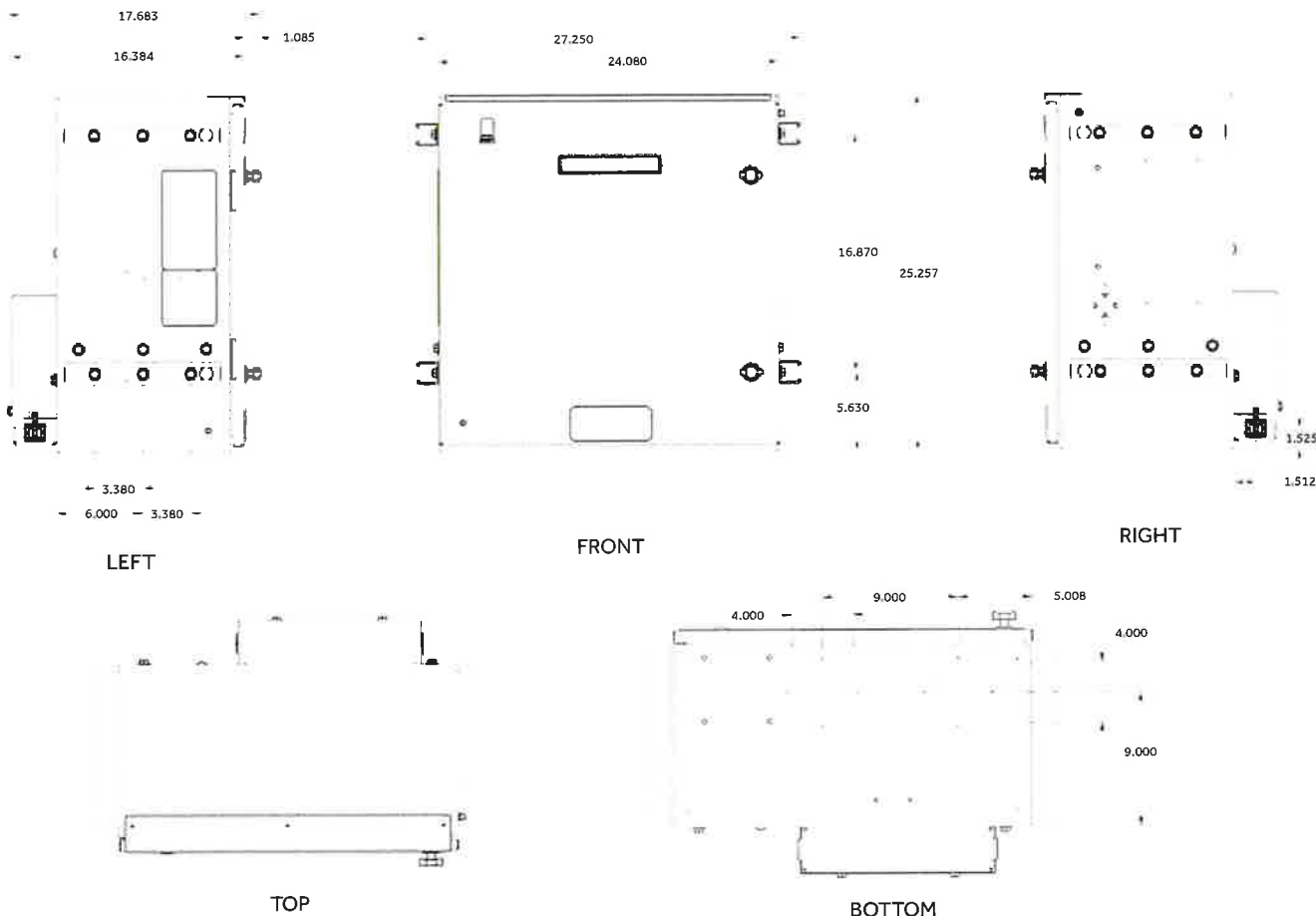
INSL24UL

24VDC Heavy-Duty
Industrial Slide Gate Operator
Section 32 31 00



DATA SHEET

Dimensions

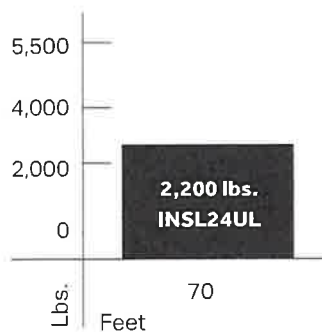


Capacity

Battery Backup Operation

Battery	Cycles	Standby Time
7Ah	55	105 Days
33Ah	170	180 Days

Recommended Capacity



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LMARENSINSL 5/22

LiftMaster

POWERED BY myQ.



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	7/16/2026 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 the following:

- 172 LF of 8' tall, galvanized chain link fence, plus three strands of barbed wire, with black privacy slats. All posts to be direct driven or surface mounted to existing concrete.
- 356 LF of 8' tall, black Montage Commercial Invincible style steel fence from Ameristar. All posts to be set in concrete or surface mounted to existing concrete.
- 1 (ea) 4' wide single swing walk gate with self-closing hinges and electric strike capable panic latch kit (electrical or access control material and labor not included, installation by others)
- 2 (ea) custom fabricated cantilever slide gates for 30' wide openings. Gates to match style of Ameristar fence described above (8' tall, black, picketed). Each gate to include electronic gate operator.

*See page two for included gate operator material and labor.

TOTAL PRICE INSTALLED – \$173,992.00

Page 1/2

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, ISNetwork, 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.

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	7/16/2026 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) one horsepower LiftMaster INSUL24UL gate operators, (single/3-phase), (4) mounting posts, (2) drive chains, (4) safety bump edges, (2) photo eyes, (2) heaters, and (4) virtual loops.

Labor included: Installing mounting posts, mounting of operator unit on posts, mounting of UL325 safety devices, hook up of drive chain, 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 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: _____

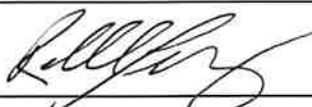
Print Name _____

Its: _____



PROPOSAL

PIGGYBACK PURCHASE REQUEST FORM (PBC)

Requested by:	Bekki Majerus	Department:	Facilities Management
Date of Request:	6/30/2026	Phone Number:	701-964-0286
E-mail:	anordby@fargond.gov		
Dept Head Signature:		Estimated Amount of Purchase:	\$173,992

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	



July 20, 2026

To: Board of City Commissioners
Fr: Michael Redlinger, City Administrator
Re: Receive Presentation on City Staff Roles Related to Future Incentive Processes/Procedures

City staff is currently studying the City of Fargo's incentive policies and procedures for the City's Growth Plan Update. These incentives, and their corresponding approval procedures, have been adopted over several years and necessitate a comprehensive review against the backdrop of the Growth Plan Update and the retirement and elimination of the Strategic Planning & Research Director position. Over the last several weeks as the former Strategic Planning & Research Director prepared for retirement, several departments have been coordinating the transfer of duties, including: Assessors; Planning; Finance; and Administration. These departments all interact with the incentive processes and will continue to do so following the elimination of the former Strategic Planning & Research Director position.

Concurrent to this staffing transition, as part of the Land Development Code (LDC) update and as identified in the findings of the 2024 Growth Plan, there is an opportunity for refinement of policies and processes to align with the updated vision adopted as part of the Growth Plan. At the July 20, 2026, City Commission meeting, the Planning Department will provide an overview of the recommendations and next steps related to that project timeline.

In summary, there are several types of policies and economic development activities that are positioned throughout the City of Fargo organizational structure, as well as with regional partners. Together with the City Commission, City staff looks forward to collaborating with the Greater Fargo Moorhead Economic Development Corporation (GFMEDC), especially related to metro-wide activities.

Specific to Fargo, following are the types of incentives and the departments associated with the coordination of applications. Each of these processes are administered through City staff and include the oversight of the Economic Development Incentive Committee (EDIC) and/or City Commission:

- PILOT Business Incentives: Assessors Department / EDIC / City Commission
- PILOT New Construction: Planning Department / EDIC / City Commission
- TIF Renewal Plans: Planning Department / EDIC / City Commission

Other incentives that the City of Fargo administers through processes outside of EDIC oversight include:

- Renaissance Zone
- Remodeling
- Residential new construction

Following the July 20, 2026, City Commission meeting, I suggest a City Commission Informational Meeting to further explore the relationship between the Fargo Growth Plan, Land Development Code, and the work of the consultants that are currently hired. This Informational Meeting will also be an opportunity to discuss next steps and the coordination of policy development as desired by the City Commission, as well as the coordination that will be needed with other political subdivisions, including Cass County Government and Fargo and West Fargo Schools.

Recommended Action: There is no recommended action for this item. City staff will provide a presentation and answer City Commission questions.