

FARGO CITY COMMISSION AGENDA
Monday, August 31, 2026 - 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, August 17, 2026).

CONSENT AGENDA – APPROVE THE FOLLOWING:

- 1. Applications for Games of Chance.
- 2. Right of Way Use Agreement with MBA Investments, LLC and MBA Development Company located at 214 6th Avenue North.
- 3. Right of Way Use Agreement with Central at the Horizon, LP and Annex Construction of North Dakota, LLC located at 11 12th Street North.
- 4. Cost Participation, Construction and Maintenance Agreement – LPA Federal Aid Project with the NDDOT for Improvement District No. BR-26-G1.
- 5. Memorandum of Offer to Landowner and Permanent Easement (Sidewalk) with Classic Restaurant Corporation (Improvement District No. PR-26-F1).
- 6. Encroachment Agreement (Bus Pullout) with Fargo School District located at 1025 3rd Street North.
- 7. Payment to Cass County Electric Cooperative in the amount of \$7,616.00 for Improvement District No. TN-26-A1.
- 8. Reimbursement to Krueger Construction in the amount of \$33,400.00 for repair and backfill of old borrow site at 2669 65th Avenue South.
- 9. Change Order No. 1 in the amount of \$5,135.00 and 3-day time extension to Interim, Substantial and Final Completion dates to 8/18/26, 10/6/26 and 11/5/26 respectively for Improvement District No. BR-26-A1.
- 10. Contract and bond for Improvement District No. UR-26-G1.
- 11. Lease Agreement with Downtown Community Partnership for BID operations.
- 12. Pledged securities as of 6/30/26.
- 13. Items from FAHR meeting:
 - a. Receive and file General Fund Sales Tax Update as of August 21, 2026.

- b. Approve the notice of grant award amendment from the ND Department of Health and Human Services for grant number G25.003B CFDA 93.069.
 - c. Approve the notice of grant award amendment from the ND Department of Health and Human Services for grant number G25.014B CFDA 93.069.
 - d. Approve the resolution authorizing the Fall 2026 City of Fargo Surplus Auction, including retired City fleet, equipment and impound vehicles, through Steffes Group, the City's contracted auction provider.
 - e. Approve Task Order No. 9 with KLJ in the amount of \$20,000.00 for emergency site observation, evaluation and engineering services completed at the Ground Transportation Center (GTC).
- 14. Piggyback purchase of two Diamond Coach cutaway buses from Foreman Sales & Service, Inc. in the amount of \$277,336.00 utilizing North Dakota State Contract 300-FORE (PBC27004).
 - 15. Refurbishment of bus wash at the Metro Transit Garage in an amount not to exceed \$110,000.00 (EX26220).
 - 16. Employment Agreement Instrumentation Specialist (Contract) with Mateo Oliva in the Water Utility.
 - 17. Bills.

REGULAR AGENDA:

PUBLIC HEARINGS - 5:05 pm:

- 18. **PUBLIC HEARING** – Hearing on a dangerous building located at 1433 4th Avenue South.
- 19. **PUBLIC HEARING** – Hearing on a dangerous building located at 1334 1st Avenue South.
- 20. **PUBLIC HEARING** – CONTINUED to 9/28/26 – Application for an ownership change of a Class “A” Alcoholic Beverage License for Red Lobster Hospitality LLC d/b/a Red Lobster #309 located at 4215 13th Avenue South.
- 21. **PUBLIC HEARING** - Application for a Class “GH” Alcoholic Beverage License for Anand LLC d/b/a Anand Indian Cuisine located at 1109 38th Street South.
- 22. **PUBLIC HEARING** – Application for a Class “GH” Alcoholic Beverage License for The Fly Rail, LLC d/b/a Fly Rail to be located at 1531 University Drive South, Unit D.
- 23. Recommendation for Appointment of the Transit Director.
- 24. Receive and file Ordinances Relating to Licenses-Classifications, Licenses-Fees and Issuance and Transfer of Licenses – Restrictions – Hearing Required for Proposed Class “Airport” Alcoholic Beverage License.
- 25. Liaison Commissioner assignment updates.
- 26. **PUBLIC COMMENTS (2.5 minutes will be offered for comment with a maximum of 30 minutes total for all public comments. Individuals who would like to address the Commission, whether virtually or in person, must sign-up [here](#)).**

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.

1

MEMORANDUM

TO: BOARD OF CITY COMMISSIONERS

FROM: AUDITOR'S OFFICE

DATE: AUGUST 31, 2026

SUBJECT: GAMES OF CHANCE APPLICATIONS

To review any of the listed Games of Chance Applications, please contact the Auditor's Office.

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

- Fargo North Football for a raffle on 9/16/26.
- Fargo Davies Football for a raffle on 9/4/16, 9/11/16, 10/2/26, 10/9/26.
- Ridge Foundation for a raffle on 9/24/26.

PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

2

Type: Right of Way Use Agreement

Location: 214 6th Avenue North

Date of Hearing: 8/24/2026

<u>Routing</u>	<u>Date</u>
City Commission	<u>8/31/2026</u>
PWPEC File	<u>X</u>
Project File	<u>Matt Jennings</u>

The Committee reviewed a communication from Civil Engineer Matt Jennings regarding a proposed Right of Way Use Agreement with MBA Investments, LLC for the proposed Lennon Lofts building at 214 6th Avenue North.

The Developer has requested permission to use the public right of way during the anticipated nine-month construction period for construction operations. The proposal includes using the sidewalk and boulevard along 6th Avenue North adjacent to the project site as a work zone for construction when required. The sidewalk will be replaced along the property as per the site plan. Upon completion, the Developer will be responsible for repairing or replacing any additional sidewalk, curb and gutter, utilities, and for regrading and reseeding any disturbed boulevard areas.

MBA Development Company will also be responsible for periodic maintenance of the pedestrian detour route.

On a motion by Michael Redlinger, seconded by Ben Dow, the Committee voted to recommend approval of the Right of Way Use Agreement with MBA Investments, LLC for Lennon Lofts at 214 6th Avenue North.

RECOMMENDED MOTION

Concur with the recommendations of PWPEC and approve the Right of Way Use Agreement with MBA Investments, LLC for Lennon Lofts at 214 6th Avenue North.

PROJECT FINANCING INFORMATION:

Recommended source of funding for project: N/A

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

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

COMMITTEE

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

Present	Yes	No	Unanimous
☒	☒	☐	☒
☒	☒	☐	
☒	☒	☐	
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ATTEST:

C: Kristi Olson


 Tom Knakmuhs, P.E.
 City Engineer

Memorandum

To: Members of PWPEC
From: Matthew Jennings, ROW Management
Date: August 20, 2026
Re: Lennon Lofts - Right of Way Use Agreement – 214 6th Avenue North

Background:

The Developer, MBA Investments LLC, along with their Contractor, MBA Development Company, desires to redevelop the parcel between 2nd Street North and 3rd Street North adjacent to 6th Avenue for the proposed Lennon Lofts building.

The Developer has requested permission to use Public right of way during the anticipated 9-month construction period for construction operations.

The proposal includes using the sidewalk and boulevard along 6th Avenue North adjacent to the project site as a work zone for construction when required. The sidewalk will be replaced along the property as per the site plan. Upon completion of the project, the Developer will be responsible for repairing or replacing any additional sidewalk, curb and gutter, utilities and for regrading and reseeding any disturbed boulevard areas.

MBA Development Company will also be responsible for periodic maintenance of the pedestrian detour route, including sweeping and snow removal, throughout the duration of the sidewalk closure. The Agreement has an option to be extended if needed due to the construction schedule.

Attached is the proposed agreement for use of the Public right of way during construction. The primary purpose of the Agreement is to provide site access and a work zone for construction equipment during the construction of Lennon Lofts.

Recommended Motions:

Recommend approval of the Lennon Lofts ROW Use Agreement.

MCJ/klb
Attachment

Right of Way Use Agreement

This Right of Way Use Agreement (“Agreement”) is made and entered between MBA Investments, LLC, a North Dakota Limited Liability Company (“Owner”), MBA Development Company, a North Dakota Corporation (“Contractor”), and the City of Fargo, a North Dakota municipal corporation (“City”).

WHEREAS, Owner plans to develop a parcel to construct an apartment building between 2nd Street and 3rd Street adjacent to 6th Avenue North, located upon Lot 1, Block 1 of 220 Addition to the City of Fargo, Cass County, North Dakota (the “Development Property”); and

WHEREAS, Owner has requested permission from the City to utilize portions of the public right of way (“PROW” or “Right of Way”), including use of the boulevard as a work zone as needed along the Development Property; and

WHEREAS, the parties now desire to enter into this Agreement to memorialize certain rights and responsibilities with respect to use of the PROW by Owner.

NOW, THEREFORE, for good and valuable consideration, which is hereby acknowledged, the parties agree as follows:

1. Owner is the fee title owner of the Development Property described as:

Lot 1, Block 1, 220 Addition, Fargo, Cass County, North Dakota

2. Owner and Contractor shall be permitted use of the PROW adjacent to the intended construction activity upon the Development Property, under certain terms and conditions as stated herein. Owner and Contractor shall be responsible for ensuring all construction and restoration work upon the Development Property, and in any way impacting the PROW along the adjacent streets, complies with all City Construction Standards and Specifications, which can be found at: <https://fargond.gov/city-government/departments/engineering/design-construction/construction-specifications>.
3. Owner and Contractor shall be permitted use of the PROW in such a manner as described in this Agreement until not longer than June 30, 2027 or as modified from time to time by written agreement signed by the parties hereto. Any request for extension of the term of this Agreement must be made by Owner in writing at least thirty (30) days' prior to the expiration to allow City adequate time to consider the request. Owner shall be required to meet the timeframes for interim and final completion as stated in this Agreement. If this Agreement is not renewed or modified in accordance with this provision, the Agreement shall automatically terminate at 11:59 p.m. Central Standard Time on June 30, 2027.
4. Owner and Contractor are required to obtain all permits required for working in PROW. As part of the permit review process for work in the PROW, City Engineering must approve proposed design documents for proposed construction, modifications, and improvements in the PROW. Any proposed change, modification, or alteration to the design documents for construction, modifications, and improvements after initial approval by City Engineering must be submitted to City Engineering for review and approval no less than 30 days prior to commencement of any work in the PROW.
5. Owner and Contractor agree to comply with all City ordinances, policies, and regulations to minimize noise impacts to the neighborhood surrounding the Development Property between the hours of 10:00 p.m. and 7:00 a.m.
6. Owner and Contractor shall be responsible for periodic snow removal operations along the pedestrian detour route until the expiration of this Agreement. Snow removal operations shall be started as directed by the City Engineer or designee.
7. At all times when access is reasonably practicable, Owner and Contractor shall enter and exit the Development Property via the alley way located on the east side of the Development Property or via 3rd Street along the west side of the Development Property. Owner and Contractor will be responsible for all the repairs and replacements, including all associated costs and expenses, of any boulevard, boulevard amenity, sidewalk, striping, street markings, utility, and curb and gutter damaged as a result of the site access authorized by this Agreement. This provision shall survive expiration and termination of this Agreement until all such repairs and replacements work is completed by Owner and Contractor in a manner satisfactory to City.

8. Owner, Contractor and the City acknowledge that work adjacent to the 6th Avenue North Right of Way will be necessary throughout the duration of this Agreement. The Owner and Contractor are responsible for implementing pedestrian traffic control and closing the portion of 6th Avenue sidewalk adjacent to the Development Property during any operations that could pose a risk to pedestrian safety as directed by City Engineering.
9. Any change to dates of impacts must first be approved by City Engineering. Impacts that are not identified in this Agreement must first be approved by City Engineering. City Engineering reserves the right to obtain City Commission approval of impacts if in the sole discretion of City Engineering the impacts warrant City Commission approval. Any impacts requiring City Commission approval may require a written amendment to this Agreement.
10. Owner and Contractor shall be responsible for all private utilities affected by their construction activities, and shall notify the utility provider of proposed impacts. Owner and Contractor shall be solely responsible for contracting with the private utility providers and for payment to all parties involved. City shall have no responsibility for the reestablishment of private utility disruptions caused by Contractor's construction activities.
11. Owner and Contractor hereby grant unto City a right of entry and access to the Development Property in the event City must enter the workspace to remedy a public safety concern, provide fire protection to the site and adjoining properties, or for any reasons of public service as determined in City's sole discretion. Owner and Contractor agree and understand that City is not responsible for nor shall it be liable for any construction delays or conflicts occasioned by the City's need to protect the public under any circumstances. City agrees to make a reasonable attempt to contact the Owner and Contractor prior to City entry to the Development Property, except in case of an emergency as defined and determined solely by City. In the case of an emergency, City will provide notice as soon thereafter as possible.
12. Owner and Contractor will, during any use of PROW, use due care to protect City streets, utilities, infrastructure, and all other public property and private utilities occupying the PROW. Extraordinary or excessive damage caused by Owner's or Contractor's construction activities shall be remedied immediately by Owner and Contractor, at the sole discretion of City. If Owner or Contractor refuses to remedy such damage, then the City may elect to repair the damage and all costs incurred by the City to remedy the damage will be billed to the Owner. Payment is due within 30 days. If payment is not received within 30 days, interest will accrue at a rate of 1.5% per month.

Owner and Contractor agree that failure to provide payment to the City of the restored infrastructure and improvements shall result in the establishment of a special assessment district consisting solely of the Development Property, for the purpose of financing the Owner's or Contractor's payment responsibilities to the City. City will levy special assessments against the Development Property to recover all costs of the projects, in accordance with Chapter 40-22 of the North Dakota Century Code and the City of Fargo Infrastructure Funding Policy in effect at the time of the projects. Owner waives its right to protest the resolution of necessity for the improvements for which such resolutions are required pursuant to North Dakota Century Code section 40-22-17, and specifically

consents to the construction of the improvements and to the assessment of all costs thereof to the Development Property. Owner further waives its right to protest the amount, benefit or any other assessment attribute related to the work completed by City. Project costs, which may be assessed against the Development Property, include all costs of completing the work required in accordance with the terms of this Agreement.

13. Owner and Contractor accept and shall be responsible for all maintenance of the street, curb, adjoining green space, sidewalk, driveways, street lighting and City utilities, which may be impacted by Owner's and Contractor's work in the PROW. Owner and Contractor shall undertake all maintenance activities, including sweeping, snow removal and hauling, along the PROW and within the construction site, all to the satisfaction of the City Engineer or its designee.
14. At its discretion, City may terminate this Agreement should it view the public infrastructure or public health to be at a greater risk than is acceptable to the City. City shall give Owner and Contractor thirty (30) days' notice to vacate the PROW if such condition is found to exist. However, in the event of an emergency, as determined in the sole discretion of City, City may immediately terminate Owner's and Contractor's use of the PROW and direct Owner and Contractor to restore the PROW to the City's sole use and control.
15. Notices required by this Agreement shall be given as follows:

As to the Owner:	As to the Contractor:	As to the City:
MBA Investments LLC Dan Huffman dhuffman@mbapc.com 701-361-2956	MBA Development Company Dan Huffman, CM dhuffman@mbapc.com 701-361-2956 505 Broadway N, Suite 201 Fargo, ND 58102	City of Fargo Engineering attn.: Matt Jennings feng@fargond.gov 225 4 th St N Fargo, ND 58102 (701) 241-1545

16. Owner and Contractor agree to hold the City harmless against any and all expenses, demands, liabilities, claims or losses of any kind that may be sustained by City, its officers, agents, consultants, and employees, its property, streets, sidewalks, or any other municipal improvements by reason of the Owner's and Contractor's use of the PROW near the Development Property. Owner and/or Contractor agrees to secure liability insurance for at least \$500,000, and name City as an additional insured on such policy. Owner and/or Contractor shall provide a Certificate of Insurance evidencing the City's insured status in advance of any construction activity within the PROW.
17. It is understood and agreed by and between the parties that this Agreement is given subject to any limitation on the authority of City to grant such permission, which may now or hereafter exist.
18. This Agreement will be construed and enforced in accordance with North Dakota law. The parties agree any litigation arising out of this Agreement will be venued in State District Court in Cass County, North Dakota, and the parties waive any objection to personal jurisdiction.

19. The failure or delay of City to insist on the performance of any of the terms of this Agreement, or the waiver of any breach of any of the terms of this Agreement, will not be construed as a waiver of those terms, and those terms will continue and remain in full force and effect as if no forbearance or waiver had occurred and will not affect the validity of this Agreement, or the right of the City to enforce each and every term of this Agreement.
20. If any court of competent jurisdiction finds any provision or part of this Agreement is invalid, illegal, or unenforceable, that portion will be deemed severed from this Agreement, and all remaining terms and provisions of this Agreement will remain binding and enforceable, and the parties' obligations under this Agreement will remain binding and enforceable. This Agreement is to be construed as if drafted by all parties.
21. This Agreement, together with any incorporated documents, as well as any amendments to those agreements and documents, constitutes the entire agreement between the parties regarding the matters described in this Agreement.
22. Any modifications or amendments of this Agreement must be in writing and signed by both parties to this Agreement.
23. It is specifically agreed between the parties that this Agreement or a Memorandum of this Agreement may be recorded against the Development Property.
24. This Agreement shall be binding on the parties' successors and assigns, and may not be transferred or assigned without the prior written consent of the parties hereto.
25. The City, Owner and Contractor wish to work together to provide an acceptable finished product. Owner or Contractor shall provide to City a deposit in the amount of \$10,000 to cover all expenses that may be incurred by City as a result of Owner's or Contractor's work in the PROW.

Failure of the Owner or Contractor to pay any billings provided for herein within 30 days from the due date shall result in City applying the deposit toward unpaid billings and thereby reducing the deposit for the amount(s) billed.

When a corrective measure is required by the City, City will notify Owner and Contractor by phone and email. If the Owner and Contractor fails to timely remedy and the City incurs the expense, the amount of deposit shall be reduced accordingly. If at any time the amount of the deposit is reduced to less than \$3,000, Owner or Contractor shall replenish the deposit to \$10,000.

Once the project is finished and final acceptance is given by the City, the Owner and Contractor shall request reimbursement of the remaining deposit in writing. Any deposit remaining at the end of the construction project and acceptance by City of the return of the right of way to City shall be refunded to Owner or Contractor.

When the project is finished and all work has been accepted by the City, any unpaid costs incurred by the City that are the responsibility of the Owner or Contractor will be assessed to the Development Property. The Owner hereby expressly waives any protest of this assessment.

26. The Owner and/or Contractor shall obtain all required approvals for any traffic control devices located within the Public Right-of-Way (PROW). All traffic control plans shall conform to applicable City standards, the Manual on Uniform Traffic Control Devices (MUTCD), and all pedestrian safety requirements prior to submittal. Traffic control plans shall be submitted to and approved by the City of Fargo Engineering Department before any traffic control measures are implemented. Any proposed lane closures, pedestrian access closures, and/or roadway closures shall require a minimum of two (2) weeks' advance notice to the City prior to implementation.

Dated this 20 day of August, 2026.

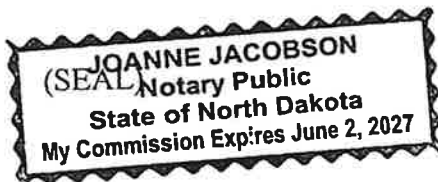
MBA Investments, LLC
A North Dakota Limited Liability Company

By: Paul Hoff

Its: Construction Manager

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

On this 20th day of August, 2026, before me personally appeared Daniel L. Huffman to me known as the Construction Manager of MBA Investments, LLC a North Dakota Limited Liability Company that is described in, and that executed the foregoing instrument, and acknowledged to me that such limited partnership is authorized to and executed the same.



[Signature]
Notary Public

Dated this 20 day of August, 2026.

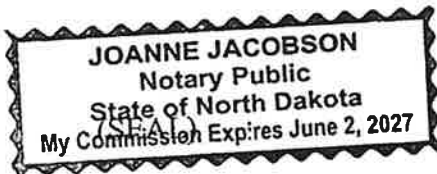
MBA Development Company
A North Dakota Corporation

By: Daniel L. Huffman

Its: Construction Manager

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

On this 20th day of August, 2026, before me personally appeared Daniel L. Huffman to me known as the Construction Manager of MBA Development Company, a North Dakota Corporation that is described in, and that executed the foregoing instrument, and acknowledged to me that such limited liability company is authorized to and executed the same.



[Signature]
Notary Public

Dated this _____ day of _____, 2026.

City of Fargo,
a North Dakota municipal corporation

Joshua Boschee, Mayor

ATTEST:

Angie Bear
Deputy City Auditor on behalf of City Auditor

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

On this ____ day of _____, 2026, before me, a notary public in and for said county and state, personally appeared Joshua Boschee and Angie Bear, to me known to be the Mayor and Deputy Auditor, respectively, of the City of Fargo, Cass County, North Dakota, the North Dakota municipal corporation described in and that executed the within and foregoing instrument, and acknowledged to me that said municipal corporation executed the same.

(SEAL)

Notary Public
Cass County, ND
My Commission expires:

The legal description was prepared by:
City of Fargo Engineering Department

This document was prepared by:
Kasey D. McNary
Assistant City Attorney
Serkland Law Firm
10 Roberts St N
Fargo, ND 58108
701-232-8957
kmcnary@serklandlaw.com

PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

3

Type: Right of Way Use Agreement

Location: 11 12th Street North

Date of Hearing: 7/13/2026

<u>Routing</u>	<u>Date</u>
City Commission	<u>8/31/2026</u>
PWPEC File	<u>X</u>
Project File	<u>Matt Jennings</u>

The Committee reviewed a communication from Civil Engineer Matt Jennings regarding a proposed Right of Way Use Agreement with Horizon LP for the Horizon Apartments project at 11 12th Street North.

The developer has requested permission to use the public right of way during the anticipated two-year construction period for deliveries, equipment staging, construction operations, and material storage.

Staff is recommending a fee for the temporary use of the public right of way for construction staging. The proposed fee is \$0.80 per square foot per year, which is approximately one-tenth of the assessed land value.

Committee members expressed concern about the potential impact on parking for adjacent businesses if the entire proposed area were closed simultaneously. The Committee directed Matt to work with Horizon LP to reduce the area of the closures or phase them to minimize impacts to adjacent properties.

On a motion by Brenda Derrig, seconded by Ben Dow, the Committee voted to recommend approval of the Right of Way Use Agreement with Horizon LP, contingent upon Horizon LP working with staff to reduce or phase the proposed closures to minimize impacts to adjacent properties and agreeing to a fee of \$0.80 per square foot per year for the temporary use of the public right of way.

RECOMMENDED MOTION

Concur with the recommendations of PWPEC and approve the Right of Way Use Agreement with Horizon LP with a fee of \$0.80 per square foot per year for temporary use of the public right of way at 11 12th Street North.

PROJECT FINANCING INFORMATION:

Recommended source of funding for project: N/A

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

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

COMMITTEE

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
☒	☒	☐	☒
☒	☒	☐	
☒	☒	☐	Ryan Erickson
☒	☒	☐	
☒	☒	☐	
☒	☒	☐	
☒	☒	☐	

ATTEST:

C: Kristi Olson


 Tom Knakmuhs, P.E.
 City Engineer

Memorandum

To: Members of PWPEC
From: Matthew Jennings, ROW Management
Date: July 8, 2026
Re: Right of Way Use Agreement – 11 12th Street North - Horizon Apartments

Background:

The Developer, Central at the Horizon LP, has submitted plans through its contractor, Annex Construction of North Dakota, LLC, to redevelop the parcels between 11th Street North and 12th Street North adjacent to NP Avenue for the proposed Horizon Apartments.

The Developer has requested permission to use public right of way during the anticipated two-year construction period to accommodate deliveries, equipment staging, construction operations and material storage.

The proposal includes using the parking lanes along 11th Street and 12th Street adjacent to the project site as a staging area for a construction crane and materials delivered to site. Annex Construction will work with City Engineering staff to establish designated access points along both streets and intends to utilize the north alley for site access as long as practicable during construction. Upon completion of the project, the Developer will be responsible for repairing or replacing any damaged sidewalks, curb and gutter, utilities and for re-grading and re-seeding any disturbed boulevard areas.

Annex Construction of North Dakota, LLC will also be responsible for periodic maintenance of the pedestrian detour route, including sweeping and snow removal, throughout the duration of the Right of Way Use Agreement. The Agreement has an option to be extended if needed due to the construction schedule.

During construction of the Bell Bank project on 1st Avenue South, the City required the Developer to pay for temporary use of the right of way for construction staging. This approach recognizes the value of public right of way, while providing developers with a more desired alternative to securing private land for material storage and equipment staging, which has become increasingly difficult in the downtown area due to limited vacant land and available parking lots. I recommend a similar approach for this project through temporary easements.

An item to note, Wild Terra to the west of the development parcel typically requests multiple street closures each year to hold weddings and private events within the public right of way. Additionally, United Refrigeration one parcel to the north of Wild Terra has deliveries often and desires to keep at least a lane open at all times.

Attached is the proposed agreement for use of the public right of way during construction. The primary purpose of the agreement is to provide temporary site access and construction staging for the Horizon Apartments project.

Recommended Motions:

Option 1: Recommend approval of the Horizon Apartments ROW Use Agreement upon review by legal.

Option 2: Recommend approval of the Horizon Apartments ROW Use Agreement upon review by legal with a fee for temporary use of the public right of way.

MCJ/klb
Attachment

Right of Way Use Agreement

This Right of Way Use Agreement (“Agreement”) is made and entered between Central at the Horizon, LP, an Indiana Limited Partnership (“Owner”), Annex Construction of North Dakota, LLC, an Indiana Limited Liability Company (“Contractor”), and the City of Fargo, a North Dakota municipal corporation (“City”).

WHEREAS, Owner plans to develop a parcel to construct an apartment building between 11th Street and 12th Street adjacent to NP Avenue, located upon Lot 1, Block 1 of Horizon Addition to the City of Fargo, Cass County, North Dakota (the “Development Property”); and

WHEREAS, Owner has requested permission from the City to utilize portions of the public right of way (“PROW” or “Right of Way”), including use of the boulevard and adjacent streets for staging and deliveries as needed along the Development Property; and

WHEREAS, the parties now desire to entire into this Agreement to memorialize certain rights and responsibilities with respect to use of the PROW by Owner.

NOW, THEREFORE, for good and valuable consideration, which is hereby acknowledged, the parties agree as follows:

1. Owner is the fee title owner of the Development Property described as:

Lot 1, Block 1, Horizon Addition, Fargo, Cass County, North Dakota
2. Owner and Contractor shall be permitted use of the PROW adjacent to the intended construction activity upon the Development Property, under certain terms and conditions as stated herein. Owner and Contractor shall be responsible for ensuring all construction and restoration work upon the Development Property, and in any way impacting the PROW along the adjacent streets, complies with all City Construction Standards and Specifications, which can be found at: <https://fargond.gov/city-government/departments/engineering/design-construction/construction-specifications>.
3. Owner and Contractor shall be permitted use of the PROW in such a manner as described in this Agreement until not longer than August 11, 2028 or as modified from time to time by written agreement signed by the parties hereto. Any request for extension of the term of this Agreement must be made by Owner in writing at least thirty (30) days' prior to the expiration to allow City adequate time to consider the request. Owner shall be required to meet the timeframes for interim and final completion as stated in this Agreement. If this Agreement is not renewed or modified in accordance with this provision, the Agreement shall automatically terminate at 11:59 p.m. Central Standard Time on August 11, 2028.
4. Owner and Contractor are required to obtain all permits required for working in PROW. As part of the permit review process for work in the PROW, City Engineering must approve proposed design documents for proposed construction, modifications, and improvements in the PROW. Any proposed change, modification, or alteration to the design documents for construction, modifications, and improvements after initial approval by City Engineering must be submitted to City Engineering for review and approval no less than 30 days prior to commencement of any work in the PROW.
5. Owner and Contractor agree to comply with all City ordinances, policies, and regulations to minimize noise impacts to the neighborhood surrounding the Development Property between the hours of 10:00 p.m. and 7:00 a.m.
6. Owner and Contractor shall be responsible for periodic snow removal operations along the pedestrian detour route until the expiration of this Agreement. Snow removal operations shall be started as directed by the City Engineer or designee.
7. At all times when access is reasonably practicable, Owner and Contractor shall enter and exit the Development Property via the alley way located on the north side of the Development Property. Owner and Contractor shall also be required to have construction progress from NP Avenue northward whenever practicable to maintain ingress and egress via the alley way throughout construction. If access through the designated alley way becomes unavailable, an alternate access point shall be established along either 11th Street or 12th Street, depending on the active street closure with a preference for 11th Street, as mutually agreed upon by the Owner, Contractor, and City. Owner and Contractor will be responsible for all the repairs and replacements, including all associated costs and expenses, of any boulevard, boulevard amenity, sidewalk, striping, street markings, utility,

and curb and gutter damaged as a result of the site access authorized by this Agreement. This provision shall survive expiration and termination of this Agreement until all such repairs and replacements work is completed by Owner and Contractor in a manner satisfactory to City.

8. Owner, Contractor and the City acknowledge that work adjacent to the Northern Pacific Avenue Right of Way will be necessary throughout the duration of this Agreement. The Owner and Contractor are responsible for implementing pedestrian traffic control and closing the portion of the Northern Pacific Avenue sidewalk adjacent to the Development Property during any operations that could pose a risk to pedestrian safety as directed by City Engineering.
9. Any change to dates of impacts must first be approved by City Engineering. Impacts that are not identified in this Agreement must first be approved by City Engineering. City Engineering reserves the right to obtain City Commission approval of impacts if in the sole discretion of City Engineering the impacts warrant City Commission approval. Any impacts requiring City Commission approval may require a written amendment to this Agreement.
10. Owner and Contractor shall be responsible for all private utilities affected by their construction activities, and shall notify the utility provider of proposed impacts. Owner and Contractor shall be solely responsible for contracting with the private utility providers and for payment to all parties involved. City shall have no responsibility for the reestablishment of private utility disruptions caused by Contractor's construction activities.
11. Owner and Contractor hereby grant unto City a right of entry and access to the Development Property in the event City must enter the workspace to remedy a public safety concern, provide fire protection to the site and adjoining properties, or for any reasons of public service as determined in City's sole discretion. Owner and Contractor agree and understand that City is not responsible for nor shall it be liable for any construction delays or conflicts occasioned by the City's need to protect the public under any circumstances. City agrees to make a reasonable attempt to contact the Owner and Contractor prior to City entry to the Development Property, except in case of an emergency as defined and determined solely by City. In the case of an emergency, City will provide notice as soon thereafter as possible.
12. Owner and Contractor will, during any use of PROW, use due care to protect City streets, utilities, infrastructure, and all other public property and private utilities occupying the PROW. Extraordinary or excessive damage caused by Owner's or Contractor's construction activities shall be remedied immediately by Owner and Contractor, at the sole discretion of City. If Owner or Contractor refuses to remedy such damage, then the City may elect to repair the damage and all costs incurred by the City to remedy the damage will be billed to the Owner. Payment is due within 30 days. If payment is not received within 30 days, interest will accrue at a rate of 1.5% per month.

Owner and Contractor agree that failure to provide payment to the City of the restored infrastructure and improvements shall result in the establishment of a special assessment district consisting solely of the Development Property, for the purpose of financing the

Owner's or Contractor's payment responsibilities to the City. City will levy special assessments against the Development Property to recover all costs of the projects, in accordance with Chapter 40-22 of the North Dakota Century Code and the City of Fargo Infrastructure Funding Policy in effect at the time of the projects. Owner waives its right to protest the resolution of necessity for the improvements for which such resolutions are required pursuant to North Dakota Century Code section 40-22-17, and specifically consents to the construction of the improvements and to the assessment of all costs thereof to the Development Property. Owner further waives its right to protest the amount, benefit or any other assessment attribute related to the work completed by City. Project costs, which may be assessed against the Development Property, include all costs of completing the work required in accordance with the terms of this Agreement.

13. Owner and Contractor accept and shall be responsible for all maintenance of the street, curb, adjoining green space, sidewalk, driveways, street lighting and City utilities, which may be impacted by Owner's and Contractor's work in the PROW. Owner and Contractor shall undertake all maintenance activities, including sweeping, snow removal and hauling, along the PROW and within the construction site, all to the satisfaction of the City Engineer or its designee.
14. At its discretion, City may terminate this Agreement should it view the public infrastructure or public health to be at a greater risk than is acceptable to the City. City shall give Owner and Contractor thirty (30) days' notice to vacate the PROW if such condition is found to exist. However, in the event of an emergency, as determined in the sole discretion of City, City may immediately terminate Owner's and Contractor's use of the PROW and direct Owner and Contractor to restore the PROW to the City's sole use and control.
15. Notices required by this Agreement shall be given as follows:

As to the Owner:	As to the Contractor:	As to the City:
Central at the Horizon LP Kyle Bach kyle@theannexgrp.com 86801 Edison Plaza Drive Fishers, IN 46038 (317)-584-8442	Annex Construction of North Dakota LLC John Whiteley, Senior VP of Construction jwhiteley@theannexgrp.com 86801 Edison Plaza Drive Fishers, IN 46038 (503)-957-8145	City of Fargo Engineering attn.: Matt Jennings feng@fargond.gov 225 4 th St N Fargo, ND 58102 (701) 241-1545

16. Owner and Contractor agree to hold the City harmless against any and all expenses, demands, liabilities, claims or losses of any kind that may be sustained by City, its officers, agents, consultants, and employees, its property, streets, sidewalks, or any other municipal improvements by reason of the Owner's and Contractor's use of the PROW near the Development Property. Owner and/or Contractor agrees to secure liability insurance for at least \$500,000, and name City as an additional insured on such policy. Owner and/or Contractor shall provide a Certificate of Insurance evidencing the City's insured status in advance of any construction activity within the PROW.

17. It is understood and agreed by and between the parties that this Agreement is given subject to any limitation on the authority of City to grant such permission, which may now or hereafter exist.
18. This Agreement will be construed and enforced in accordance with North Dakota law. The parties agree any litigation arising out of this Agreement will be venued in State District Court in Cass County, North Dakota, and the parties waive any objection to personal jurisdiction.
19. The failure or delay of City to insist on the performance of any of the terms of this Agreement, or the waiver of any breach of any of the terms of this Agreement, will not be construed as a waiver of those terms, and those terms will continue and remain in full force and effect as if no forbearance or waiver had occurred and will not affect the validity of this Agreement, or the right of the City to enforce each and every term of this Agreement.
20. If any court of competent jurisdiction finds any provision or part of this Agreement is invalid, illegal, or unenforceable, that portion will be deemed severed from this Agreement, and all remaining terms and provisions of this Agreement will remain binding and enforceable, and the parties' obligations under this Agreement will remain binding and enforceable. This Agreement is to be construed as if drafted by all parties.
21. This Agreement, together with any incorporated documents, as well as any amendments to those agreements and documents, constitutes the entire agreement between the parties regarding the matters described in this Agreement.
22. Any modifications or amendments of this Agreement must be in writing and signed by both parties to this Agreement.
23. It is specifically agreed between the parties that this Agreement or a Memorandum of this Agreement may be recorded against the Development Property.
24. This Agreement shall be binding on the parties' successors and assigns, and may not be transferred or assigned without the prior written consent of the parties hereto.
25. The City, Owner and Contractor wish to work together to provide an acceptable finished product. Owner or Contractor shall provide to City a deposit in the amount of \$30,000 to cover all expenses that may be incurred by City as a result of Owner's or Contractor's work in the PROW.

Failure of the Owner or Contractor to pay any billings provided for herein within 30 days from the due date shall result in City applying the deposit toward unpaid billings and thereby reducing the deposit for the amount(s) billed.

When a corrective measure is required by the City, City will notify Owner and Contractor by phone and email. If the Owner and Contractor fails to timely remedy and the City incurs the expense, the amount of deposit shall be reduced accordingly. If at any time the amount of the

deposit is reduced to less than \$10,000, Owner or Contractor shall replenish the deposit to \$30,000.

Once the project is finished and final acceptance is given by the City, the Owner and Contractor shall request reimbursement of the remaining deposit in writing. Any deposit remaining at the end of the construction project and acceptance by City of the return of the right of way to City shall be refunded to Owner or Contractor.

When the project is finished and all work has been accepted by the City, any unpaid costs incurred by the City that are the responsibility of the Owner or Contractor will be assessed to the Development Property. The Owner hereby expressly waives any protest of this assessment.

26. City recognizes that, due to site constraints, construction staging may at times need to occur within the Public Right-of-Way. Temporary street closures implemented to protect public safety are anticipated and encouraged where appropriate. However, the overnight stockpiling of materials and construction staging within the Public Right-of-Way do not constitute a public benefit and will require the execution of a temporary easement prior to such use.

Owner and Contractor understand and agree that the fee for a temporary easement permitting the stockpiling of materials or construction staging within the Public Right-of-Way will be based on the value of the adjacent land. For this development, the temporary easement fee shall be \$0.80 per square foot per year, prorated on a monthly basis based on the duration of the authorized use. Payment shall be due upon approval of the Traffic Control Plan identifying the limits of the temporary easement or paid from the deposit if payment isn't received within thirty (30) days.

27. The Owner and/or Contractor shall obtain all required approvals for any traffic control devices located within the Public Right-of-Way (PROW). All traffic control plans shall conform to applicable City standards, the Manual on Uniform Traffic Control Devices (MUTCD), and all pedestrian safety requirements prior to submittal. Traffic control plans shall be submitted to and approved by the City of Fargo Engineering Department before any traffic control measures are implemented. Any proposed lane closures, pedestrian access closures, and/or roadway closures shall require a minimum of two (2) weeks' advance notice to the City prior to implementation.

Dated this _____ day of _____, 2026.

CENTRAL AT THE HORIZON, LP,
an Indiana limited partnership

By: Central at the Horizon GP, LLC,
an Indiana limited liability company,
its General Partner

By: Central at the Horizon Fargo, LLC,
an Indiana limited liability company,
its Administrative Managing Member

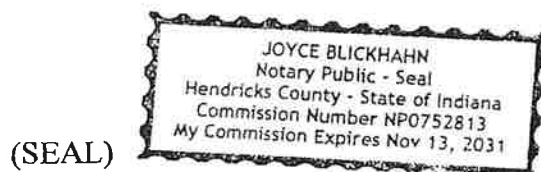
By: Kyle D. Bach
 Kyle D. Bach, General Manager

By: Impact Housing Indiana Corp.,
an Indiana nonprofit corporation,
its Charitable Managing Member

By: 
Christopher J. Lukaart, Secretary

STATE OF INDIANA)
) ss:
COUNTY OF HAMILTON)

On this 26th day of August, 2026, before me personally appeared Kyle D. Bach, General Manager of Central at the Horizon Fargo, LLC, an Indiana limited liability company, which is the Administrative Managing Member of Central at the Horizon GP, LLC, an Indiana limited liability company, which is the General Partner of Central at the Horizon, LP, an Indiana limited liability partnership that is described in, and that executed the foregoing instrument, and acknowledged to me that such limited partnership is authorized to and executed the same.

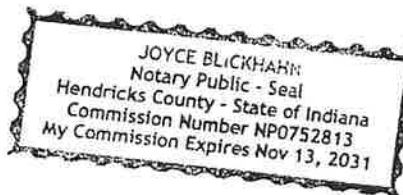


Joseph Blichhorn
Notary Public

STATE OF INDIANA)
) ss:
COUNTY OF HAMILTON)

On this 26th day of August, 2026, before me personally appeared Christopher J. Lukaart, Secretary of Impact Housing Indiana Corp., an Indiana nonprofit corporation, which is the Charitable Managing Member of Central at the Horizon GP, LLC, an Indiana limited liability company, which is the General Partner of Central at the Horizon, LP, an Indiana limited liability partnership that is described in, and that executed the foregoing instrument, and acknowledged to me that such limited partnership is authorized to and executed the same.

(SEAL)



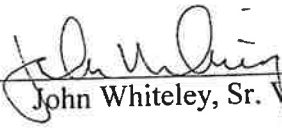
Notary Public

Joyce Blickhahn

Dated this _____ day of _____, 2026.

Annex Construction of North Dakota, LLC
An Indiana Limited Liability Company

By: Annex Construction, LLC,
an Indiana limited liability company,
Its Manager

By: 
John Whiteley, Sr. Vice President

STATE OF INDIANA)
) ss:
COUNTY OF HAMILTON)

On this 26th day of August, 2026, before me personally appeared John Whiteley to me known as the Sr. V.P. of Annex Construction of North Dakota, LLC, a North Dakota Limited Liability Company that is described in, and that executed the foregoing instrument, and acknowledged to me that such limited liability company is authorized to and executed the same.

(SEAL)




Notary Public

Dated this _____ day of _____, 2026.

City of Fargo, a North Dakota municipal corporation

Joshua Boschee, Mayor

ATTEST:

Angie Bear
Deputy City Auditor on behalf of City Auditor

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

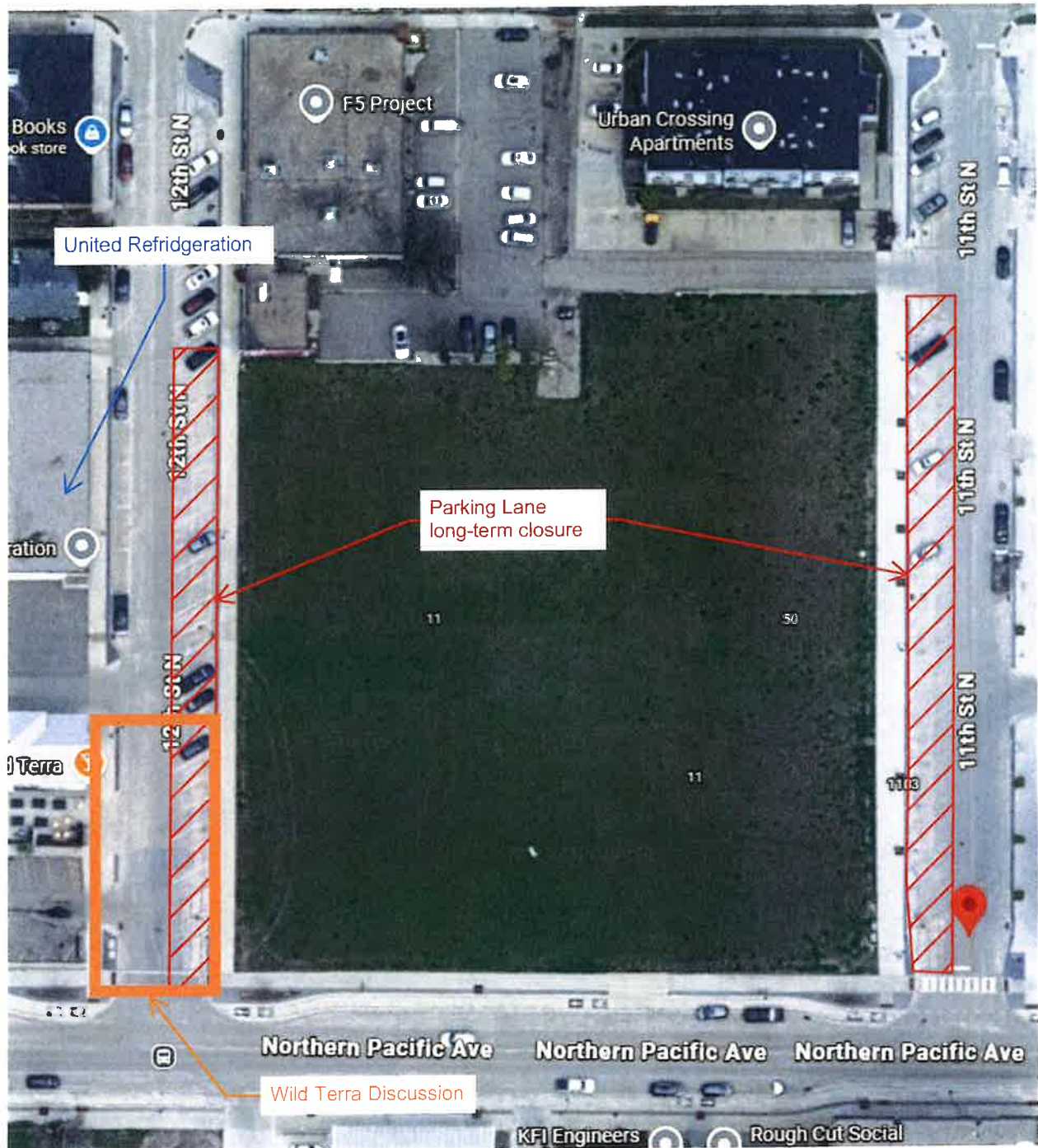
On this ____ day of _____, 2026, before me, a notary public in and for said county and state, personally appeared Joshua Boschee and Angie Bear, to me known to be the Mayor and Deputy Auditor, respectively, of the City of Fargo, Cass County, North Dakota, the North Dakota municipal corporation described in and that executed the within and foregoing instrument, and acknowledged to me that said municipal corporation executed the same.

(SEAL)

Notary Public
Cass County, ND
My Commission expires:

The legal description was prepared by:
City of Fargo Engineering Department

This document was prepared by:
Kasey D. McNary
Assistant City Attorney
Serkland Law Firm
10 Roberts St N
Fargo, ND 58108
701-232-8957
kmcnary@serklandlaw.com



PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

4

Improvement District No.: BR-26-G1
 NDDOT Project No.: TMA-SU-CRP-8-984(181) PCN 24237

Type: Cost Participation and Maintenance Agreement

Location: 17th Ave S, Univ Dr – 25th St S

Date of Hearing: 8/24/2026

<u>Routing</u>	<u>Date</u>
City Commission	<u>8/31/2026</u>
PWPEC File	<u>X</u>
Project File	<u>Jeremy Gorden</u>

The Committee reviewed the accompanying correspondence from Division Engineer, Jeremy Gorden, regarding a Cost Participation and Maintenance Agreement (CPM) with NDDOT for the reconstruction of 17th Avenue South from University Drive to 25th Street South.

Funding for the project will consist of Federal Highway Funds from NDDOT's Urban Roads Program, City Utility Funds (Street Lighting, Storm Sewer, Water Rec & Water), Special Assessments and Infrastructure Sales Tax Funds. The estimated construction cost is \$10,497,547 with Federal STBG Funds capped at \$5,332,974, Federal CRP Funds at \$647,000, and local funds at \$6,900,745.

Staff is recommending approval of the CPM Agreement.

On a motion by Michael Redlinger, seconded by Josh Boschee, the Committee voted to recommend approval of the CPM Agreement with the NDDOT.

RECOMMENDED MOTION

Concur with recommendations of PWPEC and approve the CPM Agreement with the NDDOT.

PROJECT FINANCING INFORMATION:

Recommended source of funding for project: Fed Hwy Funds (Urban Roads Program), Utility Funds, Special Assessments & Sales Tax

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

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

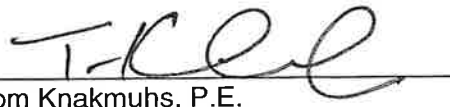
COMMITTEE

Joshua Boschee, Mayor
 Nicole Crutchfield, Director of Planning
 Gary Lorenz, Fire Chief
 Michael Redlinger, City Administrator
 Ben Dow, Director of Operations
 Tom Knakmuhs, City Engineer
 Susan Thompson, Finance Director

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

C: Kristi Olson


 Tom Knakmuhs, P.E.
 City Engineer

Memorandum

To: Members of PWPEC

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

Date: August 18, 2026

Re: Improvement District No. BR-26-G1 – Cost, Participation and Maintenance
(CPM) Agreement with NDDOT
NDDOT Project No. TMA-SU-CRP-8-984(181) PCN 24237
17nd Avenue S – University Drive to 25th Street S – Street Reconstruction Project

Background:

I have attached a CPM Agreement from the Local Government Division of the NDDOT for the reconstruction of 17th Avenue South from University Drive to 25th Street South. The project consists of replacing the existing pavement, replacement of deteriorated sanitary sewer and water main infrastructure, along with their associated service lines. The existing storm sewer system will be upgraded to provide increased capacity and improve overall stormwater conveyance. It also consists of adding a new shared use path, widening the north sidewalk to become a shared use path, new street lights on west half of project, traffic signal modifications at University Drive and incidentals.

The estimated construction cost is \$10,497,547, with Federal STBG Funds capped at \$5,332,974, Federal CRP Funds capped at \$647,000, and local funds at \$6,900,745. This project is included in the City of Fargo 2027 Capital Improvement Plan.

Funding for the project will consist of Federal Highway Funds from the NDDOT's Urban Roads Program, City Utility Funds (Street Lighting, Storm Sewer, Water Rec & Water), Special Assessments, and Infrastructure Sales Tax Funds.

This project is tentatively set to be bid in Bismarck in October and the project is scheduled to have a Substantial Completion Date of October 15, 2027.

Recommended Motion:

I recommend approval of the CPM Agreement for Improvement District No. BR-26-G1.

JMG/klb
Attachment

MEMO TO: Chad Orn
Deputy Director for Planning

FROM: Marohl, Sengaroun H., 328-4449
Local Government Division

DATE: 08/07/2026

SUBJECT: Cost Participation, Construction and Maintenance Agreement for Project
TMA-SU-CRP-8-984(181) PCN 24237

This contract is a Cost Participation, Construction and Maintenance (CPM) agreement with City of Fargo on 17th Ave S (25th St S - University Dr) project.

Contract # 38261246

- The type of work is Grading, Salvaged Base, PCC Pavement, Storm Sewer, Watermain, Sanitary Sewer, Traffic Signal, Lighting, Shared Use Path, Marking, Signing
- The SU Federal Funds for this project is limited to \$ 5,332,974.01. The CRP Federal Funds for this project is limited to \$ 647,000.
- Any costs over the above limited amount will be City responsibility.
- No one time changes on the standard agreement template.

38/sm

Contract routing:
Seng Marohl - Contract Owner
Stacey Hanson
Derek Pfeifer
Nicole Lagasse
Jeremy Gorden - Transportation Division Engineer
City of Fargo Officials
Seng Marohl
Legal
Chad Orn
Stacey Hanson

**North Dakota Department of Transportation
COST PARTICIPATION, CONSTRUCTION, AND MAINTENANCE AGREEMENT
LPA FEDERAL AID PROJECT**

Federal Award Information – to be provided by NDDOT

Assistance Listing No: 20.205

Assistance Listing Title: Highway Planning & Construction

Award Name: Federal Aid Highway Program

Awarding Fed. Agency: Federal Highway Admin

NDDOT Program Mgr: Marohl, Sengaroun

Telephone: (701) 328-4449

Notice to Subrecipients: Federal awards may have specific compliance requirements. If you are not aware of the specific requirements for your award, please contact your NDDOT Program Manager.

For NDDOT use only.

FHWA Authorization date:

Project No. TMA-SU-CRP-8-984(181) PCN: 24237

LPA: CITY OF FARGO

Location: FARGO 17TH AVE S FROM 25TH ST S TO UNIVERSITY DR

Type of Improvement: GRADING, SALVAGED BASE, PCC PAVEMENT, STORM SEWER, WATERMAIN, SANITARY SEWER, TRAFFIC SIGNAL, LIGHTING, SHARED USE PATH, MARKING, SIGNING

Length: 0.976 MILE

This agreement is between the state of North Dakota, acting by and through its Director of Transportation, hereinafter referred to as NDDOT, whose address is 608 East Boulevard Avenue, Bismarck, North Dakota 58505-0700, and the Local Public Agency (LPA) of City of Fargo, North Dakota, hereinafter referred to as the LPA, who agree that:

It is in the best interest of both parties to have the LPA construct and maintain this project according to the terms and conditions set forth in this agreement. NDDOT will assist the LPA with the preparation and distribution of the bid documents and include the project in a scheduled bid opening.

The LPA agrees to the terms and conditions required for this project by the Federal Highway Administration (FHWA).

NDDOT will procure federal funds for the construction of the project, pursuant to Title 23 of the United States Code.

Federal funds obligated for this project shall not exceed 80.93 percent of the total eligible project cost up to a maximum of \$5,332,974.01 for SU and \$647,000.00 for CRP. The balance of the project is the obligation of the LPA.

Additional Funding Clause
None



The total eligible project costs include the cost of those items shown in the engineer's detailed estimate as approved for federal funds and any project changes approved by NDDOT for the use of federal funds.

Federal funds may not be obligated by the LPA, prior to FHWA approval of the program documents for the project.

PART I

LPA Obligation:

1. To comply with the Disadvantaged Business Enterprise (DBE) requirements established by NDDOT for the project.

The LPA shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any USDOT-assisted contract or in the administration of its DBE program or the requirements of 49 CFR Part 26. The LPA shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of USDOT-assisted contracts. NDDOT's DBE program, as required by 49 CFR Part 26 and as approved by USDOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the LPA of its failure to carry out its approved program, the USDOT may impose sanctions as provided for under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et. Seq.).

Include the following paragraph verbatim in any subcontracts they sign relative to this project:

The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the solicitation, award, and administration of USDOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as NDDOT deems appropriate.

2. To comply with requirements of 23 CFR Part 633, Required Contract Provisions, and 23 CFR Part 635, Construction and Maintenance.
3. To construct the project in conformity with the construction contract, changes to the plans shall meet the requirements of 23 CFR Part 625, Design Standards for Highways and the current edition of the NDDOT's *Local Government Manual*.
4. To construct the project in conformity with the approved environmental documents and provide for the implementation of any measures mitigating the environmental impact of the project.
5. To comply with the procedures outlined in the current edition of NDDOT's *Local Government Manual*.
6. To comply with the current edition of NDDOT's *Right of Way Acquisition Procedures for Local Public Agency Federal Aid Projects*.
7. The LPA will be responsible for any consideration, avoidance, and minimization of impacts upon real property related to this project, such as changes in the grades of streets, inconvenience to property or business, and any loss of light, air, view, access, egress, drainage, support, or nuisance,
8. To comply with the requirements of Appendices A and E of the Title VI Assurances, attached and incorporated by reference herein.



PART II

Contracting and Construction:

1. On behalf of the LPA, NDDOT will:

- a. Prepare the bid package, solicit proposals, and include the project in a scheduled bid opening as provided in the North Dakota Century Code, Chapter 24-02.
- b. Evaluate the bids as to the sufficiency of Disadvantaged Business Enterprise (DBE) participation and the bidder's good faith efforts in satisfying the requirements of the current edition of the DBE special provision, and 49 CFR Part 26. NDDOT shall have exclusive authority in evaluating the adequacy of DBE participation.
- c. Tabulate the bids and send to the LPA.
- d. Concur in the award of the contract, after the LPA has executed the contract, for the sole purpose of enabling the LPA to procure federal aid for the construction of the project.

2. The LPA will:

- a. Review bids to determine the lowest responsible bidder.
- b. Execute the contract.
- c. Distribute copies of the executed contract and contract bond to NDDOT.

3. During the construction of the project, the LPA will:

- a. Provide engineering services, material testing, and inspection of the work as required by the contract documents and the current editions of NDDOT's *Sampling and Testing Manual* and the *Standard Specifications for Road and Bridge Construction*.
- b. Keep all project records and documentation as required in NDDOT's current editions of the *Construction Records Manual* and the *Construction Automated Records System*.
- c. Make all records available to NDDOT and FHWA for inspection upon request. The LPA will submit all documents and records to NDDOT for review before final payment is made. NDDOT will maintain the project records for three years from the final voucher date of FHWA and then return them to the LPA.
- d. Be responsible for any changes in plan, character of work, quantities, site conditions, or any claim for extra compensation. NDDOT will review all contract adjustments to determine if the adjustments are eligible for federal aid. Federal aid shall be limited to the amount stated on page one of this agreement.

PART III

Post Construction:

After the project is completed the LPA agrees to:



1. Control the length and location of curb openings for future entrances and to not permit the length of curb openings for entrances to exceed the length shown on the plans or as shown on a sketch of typical entrances for similar entrances; and prohibit the construction or use of any entrances along the project within the LPA other than those shown on the plans, without prior approval of NDDOT.
2. Prohibit double parking and diagonal parking within the limits of the project. Additional parallel parking will be allowed within the limits of the project if designed considering the effects the added parking will have on the entire traffic corridor. The design will meet the requirements of 23 CFR Part 625, Design Standards for Highways.
3. If the traffic corridor intersects a state highway, the LPA must justify to NDDOT that any new access allowed will have minimal impact to the state highway. The design will meet the requirements of 23 CFR Part 625, Design Standards for Highways.
4. Prohibit the installation of traffic signals and pedestrian beacons on or in connection with the project, including those installed at the sole cost and expense of the LPA or by others, without NDDOT approval.
5. Maintain all traffic control devices on the project according to the current edition of the *Manual on Uniform Traffic Control Devices for Streets and Highways*, as supplemented and amended.
6. Restrict the speed limit on the project at or below the maximum design speed. Any changes to the speed limit will be pursuant to North Dakota Century Code, Chapter 39-09.
7. Provide maintenance to the completed project at its own cost and expense.
8. Prohibit access and encroachments upon the right of way pursuant to 23 CFR Part 1.23, Rights of Way, and Part 710 Subpart D, Right of Way, Real Property Management.

PART IV

General:

1. NDDOT will make all contract payments on behalf of the LPA. Payment will be made upon receipt of the engineer's estimate. The LPA will reimburse NDDOT for payments made less the amount paid by FHWA. No costs will be incurred by NDDOT for the construction and maintenance of this project.

If the LPA fails to reimburse NDDOT within 60 days after billing for funds advanced on behalf of the LPA, this document will constitute an assignment of funds now or hereafter coming into the hands of the state treasurer, which would otherwise be distributed to the LPA out of the highway tax distribution fund, NDCC 54-27-19. The state treasurer is hereby directed to pay NDDOT all such funds until the total equals the sum billed pursuant to this agreement.

2. The Risk Management Appendix, attached, is hereby incorporated and made a part of this agreement.
3. No official, employee, or other person performing services for the LPA who is authorized to negotiate or approve any contract or subcontract in connection with the project shall have any financial or other personal interest in any such contract or subcontract. No officer or employee of such person retained by the LPA shall have any financial or other personal interest in any real property acquired for the project unless such interest is openly disclosed upon public records of NDDOT and of the LPA, and such officer, employee, or person has not participated in such acquisition for and in behalf of the LPA.



4. The failure of the state to enforce any provisions of this contract shall not constitute a waiver by the state of that or any other provision.
5. Entities that receive federal funds through NDDOT may be required to obtain an audit in accordance with 2 C.F.R. Part 200, Subpart F. A copy of such audit shall be submitted to NDDOT. Entities that spend less than \$1,000,000 of federal funds from all sources may be subject to reviews by NDDOT at its discretion. Additionally, all entities receiving federal funds through NDDOT shall certify whether a Single Audit has been completed as part of the annual Federal award process. These requirements are applicable to counties, cities, state agencies, Indian tribes, colleges, hospitals, and non-profit businesses.
6. All notices, certificates, or other communications shall be sufficiently given when delivered or mailed, postage prepaid, to the parties at the respective places of business as set forth below or at a place designated hereafter in writing by the parties.

Local Government Engineer
ND Department of Transportation
608 East Boulevard Avenue
Bismarck, ND 58505-0700

7. The LPA is advised that its signature on this contract or agreement certifies that any person associated therewith is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency; has not been suspended, debarred, voluntarily excluded, or determined ineligible by any federal agency within the past three years; and has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction on any matter involving fraud or official misconduct within the past three years.
8. This agreement constitutes the entire agreement between the parties. No waiver consent, modification or change of terms of this agreement shall bind either party unless in writing and signed by both parties. Such waiver, consent, modification or change, if made, shall be effective only in the specific instance and for the specific purpose given. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this agreement. The LPA, by the signature below of its authorized representative, hereby acknowledges that the LPA has read this agreement, understands it, and agrees to be bound by its terms and conditions.



Executed by the LPA of _____, North Dakota, the date last below signed.

APPROVED:

LPA/STATES ATTORNEY (TYPE OR PRINT)

SIGNATURE

DATE

ATTEST:

AUDITOR (TYPE OR PRINT)

SIGNATURE

DATE

LPA of _____

*

NAME (TYPE OR PRINT)

SIGNATURE

*

TITLE

DATE

Executed by the North Dakota Department of Transportation the date last below signed.

APPROVED as to substance:

Derek Pfeifer

LOCAL GOVERNMENT ENGINEER (TYPE OR PRINT)

Derek Pfeifer

SIGNATURE

08/17/26

DATE

NORTH DAKOTA
DEPARTMENT OF TRANSPORTATION

DIRECTOR (TYPE OR PRINT)

SIGNATURE

DATE

*Mayor, President or Chairperson of Commission

CLA 19256 (Div. 38)
L.D. Approved 4-12-93; 12-27



CERTIFICATION OF LOCAL MATCH

It is hereby certified that the LPA of _____ will provide non-federal funds, whose source is identified below, as match for the amount the LPA is obligated to pay under the terms of the attached agreement with the North Dakota Department of Transportation. The certified amount does not duplicate any federal claims for reimbursement, nor are the funds used to match other federal funds, unless expressly allowed by federal regulation.

Non-Federal Match Funds provided by LPA. Please designate the source(s) of funds in the LPA budget that will be used to match the federal funds obligated for this project through the North Dakota Department of Transportation.

Source:

Executed at _____, North Dakota, the last date below signed.

ATTEST:

APPROVED:

 AUDITOR (TYPE OR PRINT)

LPA of _____

 SIGNATURE

 NAME (TYPE OR PRINT)

 DATE

 SIGNATURE

 *

 TITLE

 DATE

*Mayor, President or Chairperson of Commission

CLA 19256 (Div. 38)
 L.D. Approved 4-12-93; 12-27



**NORTH DAKOTA DEPARTMENT OF TRANSPORTATION
APPENDIX A OF THE TITLE VI ASSURANCES**

During the performance of this contract, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the Contractor) agrees as follows:

1. **Compliance with Regulations:** The Contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, the Federal Highway Administration, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Non-discrimination:** The Contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.
3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the Contractor of the Contractor's obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.
4. **Information and Reports:** The Contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the Federal Highway Administration to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a Contractor is in the exclusive possession of another who fails or refuses to furnish the information, the Contractor will so certify to the Recipient or the Federal Highway Administration as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a contractor's noncompliance with the Non-discrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:
 - a. withholding payments to the Contractor under the contract until the Contractor complies; and/or
 - b. cancelling, terminating, or suspending a contract, in whole or in part.
6. **Incorporation of Provisions:** The Contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The Contractor will take action with respect to any subcontract or procurement as the Recipient or the Federal Highway Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

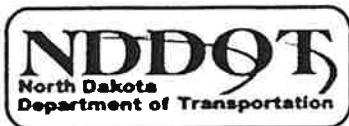


NORTH DAKOTA DEPARTMENT OF TRANSPORTATION APPENDIX E OF THE TITLE VI ASSURANCES

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the Contractor) agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

Pertinent Non-Discrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 *et seq.*), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 *et seq.*).



Risk Management Appendix

Routine* Service Agreements with Sovereign Entities and Political Subdivisions of the State of North Dakota:**Parties:** **State** – State of North Dakota, its agencies, officers and employees**Governmental Entity** – The Governmental Entity executing the attached document, its agencies, officers and employees**Governments** – State and Government Entity, as defined above

Each party agrees to assume its own liability for any and all claims of any nature including all costs, expenses and attorney's fees which may in any manner result from or arise out of this agreement.

Each party shall secure and keep in force during the term of this agreement, from insurance companies, government self-insurance pools or government self-retention funds, authorized to do business in North Dakota, the following insurance coverages:

- 1) **Commercial general liability and automobile liability insurance** – minimum limits of liability required of the Governmental Entity are **\$500,000 per person and \$2,000,000 per occurrence**. The minimum limits of liability required of the State are **\$500,000 per person and \$2,000,000 per occurrence**.
- 2) **Workers compensation insurance** meeting all statutory limits.
- 3) The policies and endorsements may not be canceled or modified without **thirty (30) days prior written notice** to the undersigned State representative.

The State reserves the right to obtain complete, certified copies of all required insurance documents, policies, or endorsements at any time.

Each party that hires subcontractors shall require any non-public subcontractors, prior to commencement of work set out under an agreement between that party and the non-public subcontractor, to:

Defend, indemnify, and hold harmless the Governments, its agencies, officers and employees, from and against claims based on the vicarious liability of the Governments or its agents, but not against claims based on the Government's contributory negligence, comparative and/or contributory negligence or fault, sole negligence, or intentional misconduct. The legal defense provided by the Subcontractor to the Governments under this provision must be free of any conflicts of interest, even if retention of separate legal counsel for the Governments is necessary. Subcontractor also agrees to defend, indemnify, and hold the Governments harmless for all costs, expenses and attorneys' fees incurred if the Governments prevail in an action against Subcontractor in establishing and litigating the indemnification coverage provided herein. This obligation shall continue after the termination of this agreement.

Subcontractor shall secure and keep in force during the term of this agreement, from insurance companies, government self-insurance pools or government self-retention funds authorized to do business in North Dakota: 1) commercial general liability; 2) automobile liability; and 3) workers compensation insurance all covering the Subcontractor for any and all claims of any nature which may in any manner arise out of or result from this agreement. The minimum limits of liability required are \$500,000 per person and \$2,000,000 per occurrence for commercial general liability and automobile liability coverages, and statutory limits for workers compensation. The Governments shall be endorsed on the commercial general liability policy and automobile liability policy as additional insureds. The Governments shall have all the benefits, rights and coverages of an additional insured under these policies that shall not be limited to the minimum limits of insurance required by this agreement or by the contractual indemnity obligations of the Contractor. Said endorsement shall contain a "Waiver of Subrogation" waiving any right of recovery the insurance company may have against the Governments as well as provisions that the policy and/or endorsement may not be canceled or modified without thirty (30) days prior written notice to the undersigned representatives of the Governments, and that any attorney who represents the State under this policy must first qualify as and be appointed by the North Dakota Attorney General as a Special Assistant Attorney General as required under N.D.C.C. Section 54-12-08. Subcontractor's insurance coverage shall be primary (i.e., pay first) as respects any insurance, self-insurance or self-retention maintained by the Governments. Any insurance, self-insurance or self-retention maintained by the Governments shall be excess of the Contractor's insurance and the Subcontractor's insurance and shall not contribute with them. The insolvency or bankruptcy of the insured Subcontractor shall not release the insurer from payment under the policy, even when such insolvency or bankruptcy prevents the insured Subcontractor from meeting the retention limit under the policy. Any deductible amount or other obligations under the Subcontractor's policy(ies) shall be the sole responsibility of the Subcontractor. This insurance may be in policy or policies of insurance, primary and excess, including the so-called umbrella or catastrophe form and be placed with insurers rated "A-" or better by A.M. Best Company, Inc. The Governments will be indemnified, saved, and held harmless to the full extent of any coverage actually secured by the Subcontractor in excess of the minimum requirements set forth above. The Government Entity that hired the Subcontractor shall be held responsible for ensuring compliance with the above requirements by all Subcontractors. The Governments reserve the right to obtain complete, certified copies of all required insurance documents, policies, or endorsements at any time.

*See *North Dakota Risk Management Manual*, section 5.1 for discussion of "unique" and "routine" agreements.

RM Consulted 2007
Revised 6-26



STATE	PROJECT NO.	PCN	SECTION NO.	SHEET NO.
ND	TMA-SU-CRP-8-984(181)	24237	1	1

NORTH DAKOTA
DEPARTMENT OF TRANSPORTATION

TMA-SU-CRP-8-984(181)
BR-26-G1

Cass County
17th Avenue S
25th St S to University Dr S
Grading, Salvaged Base, PCC Pavement, Storm Sewer,
Wastewater, Sanitary Sewer, Lighting, Traffic Signal,
Shared Use Path, Pavement Marking, Signing

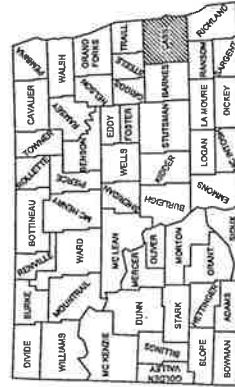
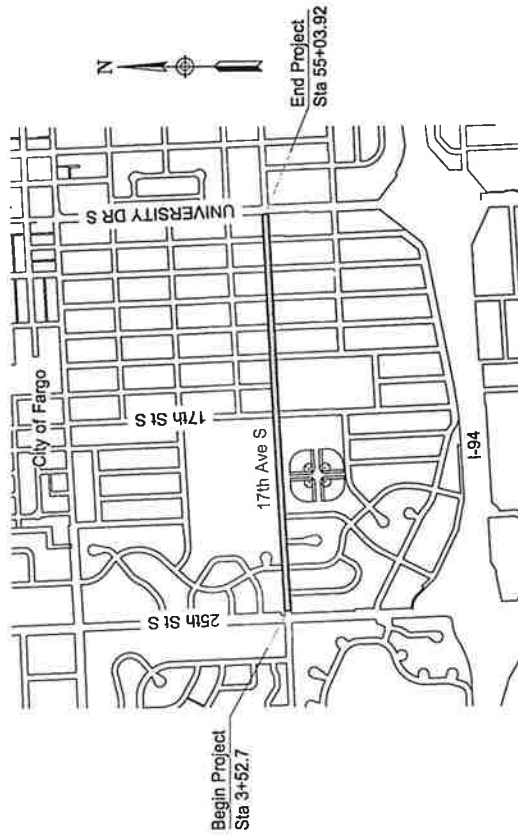
DESIGN DATA			
TRAFFIC		AVERAGE DAILY	
CURRENT 2021	PASS: 8705	TRUCK: 35	TOTAL: 8740
FORECAST 2045	PASS: 9140	TRUCK: 50	TOTAL: 9190
CLEAR ZONE DISTANCE: 14'		DESIGN SPEED: 25 MPH	
MINIMUM SIGHT DIST: N/A		BRIDGES: N/A	
PAVEMENT DESIGN LIFE (YRS): 30		DESIGN ACCUMULATED ONE-WAY ESALS: N/A	

GOVERNING SPECIFICATIONS	Date Published and Adopted by the North Dakota Department of Transportation
Standard Specifications	7/1/2025
Supplemental Specifications	NONE

PROJECT NUMBER / DESCRIPTION
TMA-SU-CRP-8-984 (181)

NET MILES
0.976

GROSS MILES
0.976



STATE COUNTY MAP

MOORE ENGINEERING INC.

REGISTERED PROFESSIONAL ENGINEER

Dylan Joseph Dunn
PE-28894
DATE: 07/07/26

NORTH DAKOTA

CITY OF FARGO, ENGINEERING DEPARTMENT
TOM KNAMUHS, CITY ENGINEER

Digitally signed by Tom Knamuhs
Date: 2026.07.23 11:43:57 -0500

T. Knamuhs

DESIGNER	Dylan Dunn, PE
DESIGNER	Taylor Braaten, PE
DESIGNER	Joanna Bush, PE
DESIGNER	Brandi Kofcheck, PE

Certificate Of Completion

Envelope Id: DE6AB662-C730-8A03-835E-1CA53839BAC2

Status: Sent

Subject: Contract #38261246: Please DocuSign: CPM Agreement for Fargo 17th Ave S project PCN 24237

Contract Number: 38261246

PCN: 24237

Source Envelope:

Document Pages: 12

Signatures: 1

Envelope Originator:

Certificate Pages: 4

Initials: 2

Sengaroun Marohl

AutoNav: Enabled

608 E Boulevard Ave

EnvelopeId Stamping: Enabled

Bismarck, ND 58505

Time Zone: (UTC-06:00) Central Time (US & Canada)

smarohl@nd.gov

IP Address: 165.234.92.126

Record Tracking

Status: Original

Holder: Sengaroun Marohl

Location: DocuSign

8/7/2026 2:17:08 PM

smarohl@nd.gov

Security Appliance Status: Connected

Pool: StateLocal

Signer Events

Signature

Timestamp

Stacey Hanson

SH

Sent: 8/7/2026 2:26:47 PM

smhanson@nd.gov

Viewed: 8/10/2026 8:21:31 AM

Assistant Local Government Engineer

Signed: 8/10/2026 8:24:06 AM

Carahsoft OBO North Dakota Department of

Transportation CLOUD

Signature Adoption: Pre-selected Style

Security Level: Email, Account Authentication
(None), Authentication

Using IP Address: 165.234.253.12

Authentication Details

SMS Auth:

Transaction: 24ae43aa-560c-4ed8-8b12-95019a34631e

Result: passed

Vendor ID: TeleSign

Type: SMSAuth

Performed: 8/10/2026 8:21:23 AM

Phone: +1 701-527-8879

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Derek Pfeifer

Derek Pfeifer

Sent: 8/10/2026 8:24:09 AM

ddpfeifer@nd.gov

Viewed: 8/17/2026 9:10:26 AM

Local Gov Eng

Signed: 8/17/2026 9:11:42 AM

Security Level: Email, Account Authentication
(None), Authentication

Signature Adoption: Pre-selected Style

Using IP Address: 165.234.253.12

Authentication Details

SMS Auth:

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Result: passed

Vendor ID: TeleSign

Type: SMSAuth

Performed: 8/17/2026 9:10:20 AM

Phone: +1 701-471-5516

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Signer Events

Nicole Lagasse
 nmlagasse@nd.gov
 Assistant CFO
 Carahsoft OBO North Dakota Department of
 Transportation CLOUD
 Security Level: Email, Account Authentication
 (None), Authentication

Authentication Details

SMS Auth:
 Transaction: e0ba15ae-669c-4627-b4b2-7cea6b1dd5b4
 Result: passed
 Vendor ID: TeleSign
 Type: SMSAuth
 Performed: 8/17/2026 12:52:06 PM
 Phone: +1 701-954-8712

Electronic Record and Signature Disclosure:
 Not Offered via Docusign

Security Level: Email, Account Authentication
 (None)

Electronic Record and Signature Disclosure:
 Not Offered via Docusign

Security Level: Email, Account Authentication
 (None)

Electronic Record and Signature Disclosure:
 Not Offered via Docusign

Security Level: Email, Account Authentication
 (None)

Electronic Record and Signature Disclosure:
 Not Offered via Docusign

Security Level: Email, Account Authentication
 (None)

Electronic Record and Signature Disclosure:
 Not Offered via Docusign

Sengaroun Marohl
 smarohl@nd.gov

Security Level: Email, Account Authentication
 (None), Authentication

Electronic Record and Signature Disclosure:
 Not Offered via Docusign

Clint Morgenstern
 cdmorgenstern@nd.gov

Security Level: Email, Account Authentication
 (None), Authentication

Electronic Record and Signature Disclosure:
 Not Offered via Docusign

Signature


 Signature Adoption: Pre-selected Style
 Using IP Address: 2001:4930:c800:4103::28eb

Timestamp

Sent: 8/17/2026 9:11:45 AM
 Viewed: 8/17/2026 12:52:20 PM
 Signed: 8/17/2026 12:54:26 PM

Signer Events**Signature****Timestamp**

Chad Orn
 corn@nd.gov
 Security Level: Email, Account Authentication
 (None), Authentication
Electronic Record and Signature Disclosure:
 Not Offered via DocuSign

Stacey Hanson
 smhanson@nd.gov
 Security Level: Email, Account Authentication
 (None), Authentication
Electronic Record and Signature Disclosure:
 Not Offered via DocuSign

In Person Signer Events**Signature****Timestamp****Editor Delivery Events****Status****Timestamp**

Sengaroun Marohl
 smarohl@nd.gov
 Carahsoft OBO North Dakota Department of
 Transportation CLOUD
 Security Level: Email, Account Authentication
 (None), Login with SSO
Electronic Record and Signature Disclosure:
 Not Offered via DocuSign

VIEWED

Using IP Address: 165.234.253.12

Sent: 8/7/2026 2:17:25 PM
 Viewed: 8/7/2026 2:18:17 PM
 Completed: 8/7/2026 2:26:46 PM

Agent Delivery Events**Status****Timestamp**

Jeremy Gorden
 JGorden@FargoND.gov
 Security Level: Email, Account Authentication
 (None)
Electronic Record and Signature Disclosure:
 Not Offered via DocuSign

Sent: 8/17/2026 12:54:30 PM
 Viewed: 8/18/2026 8:58:17 AM

Intermediary Delivery Events**Status****Timestamp****Certified Delivery Events****Status****Timestamp****Carbon Copy Events****Status****Timestamp**

Legal Admin
 dotlegaladmin@nd.gov
 Security Level: Email, Account Authentication
 (None)
Electronic Record and Signature Disclosure:
 Not Offered via DocuSign

Legal Admin
 dotlegaladmin@nd.gov
 Security Level: Email, Account Authentication
 (None)
Electronic Record and Signature Disclosure:
 Not Offered via DocuSign

Aaron Murra
 amurra@nd.gov
 Security Level: Email, Account Authentication
 (None)
Electronic Record and Signature Disclosure:
 Not Offered via DocuSign

Witness Events**Signature****Timestamp****Notary Events****Signature****Timestamp****Envelope Summary Events****Status****Timestamps**

Envelope Sent	Hashed/Encrypted	8/7/2026 2:17:25 PM
Envelope Updated	Security Checked	8/7/2026 2:26:46 PM
Envelope Updated	Security Checked	8/7/2026 2:26:47 PM
Envelope Updated	Security Checked	8/7/2026 2:26:47 PM
Envelope Updated	Security Checked	8/7/2026 2:26:47 PM

Payment Events**Status****Timestamps**

5

August 21, 2026

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

Re: Permanent Easement - Improvement District #PR-26-F1

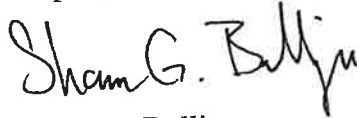
Dear Commissioners:

Enclosed and delivered to the City Commission office is an original Memorandum of Offer to Landowner document for the acquisition of a permanent sidewalk easement in association with Improvement District #PR-26-F1. Final purchase price has been reached and at this time we are requesting authorization from the Commission to proceed with the purchase. All land acquisition procedures have been followed and the City Engineer's office recommends purchase.

RECOMMENDED MOTION: I/we hereby move to approve and authorize purchase of a permanent sidewalk easement from **Classic Restaurant Corporation** in association with Improvement District #PR-26-F1 and that the Mayor is instructed to execute the Memorandum of Offer to Landowner & Easement document on behalf of the City of Fargo.

Please return the signed originals

Respectfully submitted,



Shawn G. Bullinger
Land Acquisition Specialist

C: Jeremy Engquist



Engineering Department
225 4th Street North
Fargo, ND 58102

Phone 701.241.1545
Fax 701.241.8101
feng@FargoND.gov

MEMORANDUM OF OFFER TO LANDOWNER

Project PR-26-F1	County Cass	Parcel(s) 01-0277-00100-000
Landowner Classic Restaurant Corporation		
Mailing Address 304 Rosser Ave E - Ste 200 Bismarck, ND 58501-4012		

The following-described real property and/or related temporary easement areas are being acquired for project purposes:

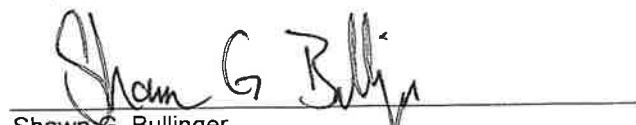
See attached Exhibit A.

I, as right of way agent for the City of Fargo Engineering Department, am hereby authorized to offer the following amount of \$ 1,060.00 as full compensation for the fee and/or temporary taking of the foresaid parcels and all damages incidental thereto. The offer set forth has been established through one of the following, Basic Data Book, Certified Appraisal, City of Fargo Minimum Payment Policy. A breakdown of this offer is as follows:

Land	\$	_____
Easement and Access Control	\$	<u>1,060.00</u>
Improvements on Right of Way*	\$	_____
Damages to Remainder	\$	_____
Total Offer	\$	<u>1,060.00</u>

*Description of Damages to Remainder are as follows:


Owner Signature
Signature hereby constitutes acceptance of offer as presented above.


Shawn G. Bullinger
Land Acquisition Specialist, City of Fargo

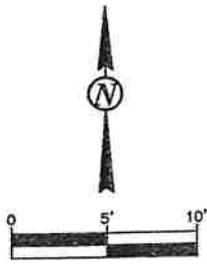
Fargo City Commission has considered the offer and approves the same:

Joshua Boschee

MAYOR

SIGNATURE

DATE

EXHIBIT A

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

STREET AND UTILITY EASEMENT
DOC.1154977

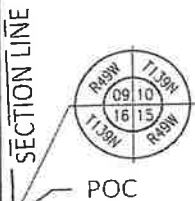
10' UTILITY
EASEMENT
DOC.757936

BUILDERS SQUARE
FIRST ADDITION
BLOCK 1
LOT 2

POB
N 01°56'13" W 10.00'
N 01°56'13" W 6.57'
S 50°37'04" E 25.17'
N 46°52'13" W 14.16'
S 88°11'47" W 8.90'

13TH AVENUE
SOUTHWEST

45TH STREET SOUTHWEST

**LEGEND**

- NEW EASEMENT
- LOT LINE
- RIGHT-OF-WAY
- EXISTING EASEMENT
- SECTION LINE
- (R) RECORD DISTANCE
- (M) MEASURED DISTANCE

Description:

A tract of land in Lot 2, Block 1 of BUILDERS SQUARE FIRST ADDITION to the City of Fargo, Cass County, North Dakota, more particularly described as follows:

Commencing at the southwest corner of Section 10, Township 139 North, Range 49 West of the Fifth Principal Meridian; thence North 88°11'47" East, on the south line of said Section 10, a distance of 55.73 feet; thence North 01°56'13" West, along the southerly extension of the east right of way line of 45th Street Southwest, a distance of 75.20 feet to the southwest corner of said Lot 2; thence North 01°56'13" West, continuing along said east right of way line of 45th Street Southwest, a distance of 10.00 feet to the point of beginning; thence North 01°56'13" West, continuing along said east right of way line of 45th Street Southwest, a distance of 6.57 feet; thence South 50°37'04" East, a distance of 25.17 feet, to the south line of said Lot 2, also being the north right of way line of 13th Avenue Southwest; thence South 88°11'47" West, along said south line of Lot 2, a distance of 8.90 feet to a point lying 10.00 feet easterly of the southwest corner of said Lot 2; thence North 46°52'13" West, along the northeasterly line of a street and utility easement described in document 1154977 on file at the Cass County Recorder's Office, a distance of 14.16 feet to the point of beginning.

Said tract contains 107 square feet, more or less.



ENGINEERING DEPT.

PERMANENT EASEMENT

LOT 2, BLOCK 1, BUILDERS SQUARE FIRST ADDITION
CITY OF FARGO, CASS COUNTY, NORTH DAKOTA

DRAWN BY: JWZ

APPROVED BY: JWZ

DATE: JUNE 16, 2026

SHEET 1 OF 1

FILE NAME: T:\Engineering\Survey\Descriptions\1384910\4437 13 Ave S_Denny'sEasement\Denny'sEasement.dwg

PERMANENT EASEMENT
(Sidewalk)

KNOW ALL MEN BY THESE PRESENTS that **CLASSIC RESTAURANT CORPORATION**, a North Dakota corporation, 304 East Rosser Avenue, Suite 200, Bismarck, ND 58501, hereinafter referred to as "Grantor", for and in consideration of the sum of One and no/100 Dollars (\$1.00) and other valuable consideration, to it in hand paid the receipt whereof is hereby acknowledged, hereby grants unto **THE CITY OF FARGO, CASS COUNTY, NORTH DAKOTA**, a municipal corporation, its successors and assigns, hereinafter referred to as "Grantee", a permanent and perpetual easement under, over, upon and in the land hereinafter described for construction and maintenance of a sidewalk, together with the customary appurtenances, said tracts being described as follows:

A tract of land in Lot 2, Block 1 of BUILDERS SQUARE FIRST ADDITION to the City of Fargo, Cass County, North Dakota, more particularly described as follows:

Commencing at the southwest corner of Section 10, Township 139 North, Range 49 West of the Fifth Principal Meridian; thence North 88°11'47" East, on the south line of said Section 10, a distance of 55.73 feet; thence North 01°56'13" West, along the southerly extension of the east right of way line of 45th Street Southwest, a distance of 75.20 feet to the southwest corner of said Lot 2; thence North 01°56'13" West, continuing along said east right of way line of 45th Street Southwest, a distance of 10.00 feet to the point of beginning; thence North 01°56'13" West, continuing along said east right of way line of 45th Street Southwest, a distance of 6.57 feet; thence South 50°37'04" East, a distance of 25.17 feet, to the south line of

said Lot 2, also being the north right of way line of 13th Avenue Southwest; thence South 88°11'47" West, along said south line of Lot 2, a distance of 8.90 feet to a point lying 10.00 feet easterly of the southwest corner of said Lot 2; thence North 46°52'13" West, along the northeasterly line of a street and utility easement described in document 1154977 on file at the Cass County Recorder's Office, a distance of 14.16 feet to the point of beginning.

Said tract contains 107 square feet, more or less.

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

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

Grantee shall be solely responsible for the maintenance, upkeep, and repair and all associated costs of the sidewalk.

Grantor, its successors and assigns, further agree that they will not disturb, injure, molest or in any manner interfere with said sidewalk and customary appurtenances, or with material for laying, maintaining, operating or repairing the same, in, over or upon the above-described premises. Grantee, at its own expense, shall refill any excavation it makes and level the ground thereafter, leaving the premises in as good condition as it was prior to the time of constructing of said sidewalk and customary appurtenances was begun.

[Signature pages to follow]

IN WITNESS WHEREOF, Grantor has set its hand and caused this instrument to be executed this 28 day of July, 2026.

GRANTOR:

CLASSIC RESTAURANT CORPORATION

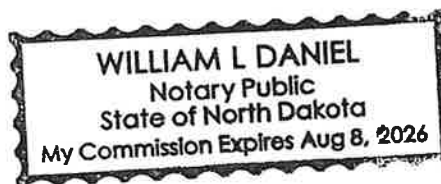
By: [Signature]
Its: PRESIDENT

STATE OF NORTH DAKOTA)
)
COUNTY OF Burleigh)

On this 28th day of July, 2026, before me, a notary public in and for said county and state, personally appeared Randy Hasen, to me known to be the President of Classic Restaurant Corporation, a North Dakota corporation, and who executed the within and foregoing instrument, and acknowledged the same on behalf of said corporation.

(SEAL)

[Signature]
Notary Public
My Commission Expires:



IN WITNESS WHEREOF, Grantee has set its hand and caused this instrument to be executed this ____ day of _____, 2026.

GRANTEE

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

Joshua Boschee, Mayor

ATTEST:

Angie Bear
Deputy Auditor on behalf of City Auditor

STATE OF NORTH DAKOTA)
COUNTY OF CASS)

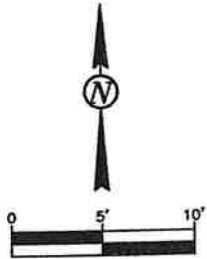
On this _____ day of _____, 2026, before me a notary public in and for said county and state, personally appeared Joshua Boschee and Angie Bear, known to me to be the Mayor and Deputy City Auditor, respectively, of the city of Fargo, the Grantee described in and that they executed the within and foregoing instrument, and acknowledged to me that said Grantee executed the same.

(SEAL)

Notary Public
My Commission Expires:

The legal description was prepared by:
Justin W. Zastrow (LS-27985)
Professional Land Surveyor
City of Fargo
225 4th St N
Fargo ND 58102

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

EXHIBIT A

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



POC

45TH STREET SOUTHWEST

STREET AND UTILITY EASEMENT POB
DOC.1154977

10' UTILITY
EASEMENT
DOC.757936

BUILDERS SQUARE
FIRST ADDITION
BLOCK 1
LOT 2

N 01°56'13" W

6.57

N 01°56'13" W

10.00'

N 01°56'13" W

75.20'(M)

75.00'(R)

N 01°56'13" W

75.20'(M)

75.00'(R)

N 01°56'13" W

75.20'(M)

75.00'(R)

N 01°56'13" W

75.20'(M)

75.00'(R)

N 01°56'13" W

75.20'(M)

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N 01°56'13" W

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N 01°56'13" W

75.20'(M)

75.00'(R)

N 01°56'13" W

75.20'(M)

75.00'(R)

N 01°56'13" W

75.20'(M)

75.00'(R)

N 01°56'13" W

75.20'(M)

75.00'(R)

S 88°11'47" W

13TH AVENUE
SOUTHWEST

SECTION LINE

LEGEND

- NEW EASEMENT
- LOT LINE
- RIGHT-OF-WAY
- EXISTING EASEMENT
- SECTION LINE
- (R) RECORD DISTANCE
- (M) MEASURED DISTANCE

Description:

A tract of land in Lot 2, Block 1 of BUILDERS SQUARE FIRST ADDITION to the City of Fargo, Cass County, North Dakota, more particularly described as follows:

Commencing at the southwest corner of Section 10, Township 139 North, Range 49 West of the Fifth Principal Meridian; thence North 88°11'47" East, on the south line of said Section 10, a distance of 55.73 feet; thence North 01°56'13" West, along the southerly extension of the east right of way line of 45th Street Southwest, a distance of 75.20 feet to the southwest corner of said Lot 2; thence North 01°56'13" West, continuing along said east right of way line of 45th Street Southwest, a distance of 10.00 feet to the point of beginning; thence North 01°56'13" West, continuing along said east right of way line of 45th Street Southwest, a distance of 6.57 feet; thence South 50°37'04" East, a distance of 25.17 feet, to the south line of said Lot 2, also being the north right of way line of 13th Avenue Southwest; thence South 88°11'47" West, along said south line of Lot 2, a distance of 8.90 feet to a point lying 10.00 feet easterly of the southwest corner of said Lot 2; thence North 46°52'13" West, along the northeasterly line of a street and utility easement described in document 1154977 on file at the Cass County Recorder's Office, a distance of 14.16 feet to the point of beginning.

Said tract contains 107 square feet, more or less.

**PERMANENT EASEMENT**

LOT 2, BLOCK 1, BUILDERS SQUARE FIRST ADDITION
CITY OF FARGO, CASS COUNTY, NORTH DAKOTA



ENGINEERING DEPT.

DRAWN BY: JWZ

APPROVED BY: JWZ

DATE: JUNE 16, 2026

SHEET 1 OF 1

FILE NAME: T:\Engineering\Survey\Descriptions\1384910\4437 13 Ave S_Denny's Easement\Denny's Easement.dwg

PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

6

Type: Encroachment Agreement

Location: 1025 3rd Street North

Date of Hearing: 8/24/2026

Routing

City Commission

PWPEC File

Project File

Date

8/31/2026

X

Matt Jennings

The Committee reviewed a communication from Civil Engineer, Matt Jennings, regarding an Encroachment Agreement at 1025 3rd Street North with Fargo School District for a bus pullout lane on the west side of their future school.

Fargo Public Schools is in the process of demolishing their old school building and construction their new Horace Mann School site. Fargo School District wishes to install and utilize a bus pullout within the public right of way. Fargo School District will be responsible for the snow removal and any future maintenance of the bus pullout to remove any additional burden on Public Works.

The following fee for this Encroachment Agreement will be waived.

- Annual ROW Use Fee

The following fee will be applied for this Encroachment Agreement.

- One time - \$500 Initial Processing Fee

On a motion by Gary Lorenz, seconded by Nicole Crutchfield, the Committee voted to recommend approval of the Encroachment Agreement with Fargo Public Schools for the bus pullout lane at 1025 3rd Street North.

RECOMMENDED MOTION

Concur with the recommendations of PWPEC and approve the Encroachment Agreement with Fargo Public Schools for the bus pullout lane at 1025 3rd Street North.

PROJECT FINANCING INFORMATION:

Recommended source of funding for project: N/A

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

Yes	No
N/A	
N/A	
N/A	

COMMITTEE

Joshua Boschee, Mayor
Nicole Crutchfield, Director of Planning
Gary Lorenz, Fire Chief
Michael Redlinger, City Administrator
Ben Dow, Director of Operations
Tom Knakmuhs, City Engineer
Susan Thompson, Finance Director

Present	Yes	No	Unanimous
☒	☒	☐	☒
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ATTEST:

C: Kristi Olson


Tom Knakmuhs, P.E.
City Engineer

Memorandum

To: Members of PWPEC
From: Matthew Jennings, ROW Management
Date: August 18, 2026
Re: Encroachment Agreement 1025 3rd Street North – Fargo School District

Background:

Fargo public schools is in the process of demolishing their old school building and constructing their new Horace Mann School site located between 2nd Street and 3rd Street North just off 10th Avenue North. The Fargo School District wishes to install and utilize a bus pullout lane on the west side of their future school. This bus lane concept has become more prevalent and frees up parking lots from the some of the bus congestion.

Attached is an Encroachment Agreement with Fargo School District at 1025 3rd Street North. This is to allow an encroachment for Fargo School District to install and utilize a bus pullout within the public right of way. Fargo School District will be responsible for the snow removal and any future maintenance of the bus pullout to remove any additional burden on Public Works. Additionally, Fargo School District will be responsible for providing the City of Fargo liability insurance and a processing fee for the use of this public right of way.

The following fee for this Encroachment Agreement will be waived.

- Annual ROW Use Fee

The following fee will be applied for this Encroachment Agreement.

- One time - \$500 Initial Processing Fee

Recommended Motion:

Recommend approval of the Encroachment Agreement with Fargo School District to allow installation and use of a bus pullout.

ENCROACHMENT AGREEMENT

(Bus Pullout)

THIS AGREEMENT, made and entered by and between the **CITY OF FARGO**, a North Dakota municipal corporation, hereinafter referred to as “City”, and **FARGO SCHOOL DISTRICT**, hereinafter referred to as “Fargo Public Schools” or “Owner”;

WITNESSETH:

WHEREAS, Fargo Public Schools owns property located at 1025 3rd Street North in Fargo, which is bordered to the west by 3rd Street North.

WHEREAS, the City’s Public Works Projects Evaluation Committee (PWPEC) has reviewed the request for encroachment and recommended approval; and,

WHEREAS, Fargo Public Schools has agreed to execute this agreement required by City for encroachment upon City right-of-way.

NOW, THEREFORE, it is hereby agreed by and between the parties hereto as follows:

Fargo Public Schools, its successors and assigns, is hereby granted the right to encroach upon and use a portion of the right-of-way, said encroachment being for the purpose of a bus pullout, bordering along the east side of 3rd Street North.

1. The legal description of the Owner's property is as follows:

HORACE MANN SCHOOL ADDITION LOT 1 BLOCK 1

located within the City of Fargo, situate in the County of Cass and the State of North Dakota

The Property has a street address of 220 11th Avenue North, Fargo, ND 58102. (the "encroaching property")

The encroachment at said property is described as follows:

Commencing at the northwest corner of Lot 1, Block 1, Horace Mann School Addition, according to the plat thereof on file as Document No. 1753561 in the office of the Cass County Recorder, Cass County, North Dakota; thence S02°49'19"E along the west line of said Lot 1 a distance of 52.0 feet to the Point of Beginning; thence continuing along said west line S02°49'19"E a distance of 209.0 feet; thence S87°27'22"W a distance of 24.0 feet; thence N02°49'19"W a distance of 209.0 feet; thence N87°27'22"E a distance of 24.0 feet to the Point of Beginning.

Said tract contains 5,016 square feet, more or less.

2. It is the intent of this agreement that Owner may utilize City right-of-way for the purpose of maintaining and utilizing the bus pullout.

3. Owner agrees and understands that as a condition of the use of the right-of-way, Owner shall be responsible for the installation cost and maintenance of all components of the bus pullout.

4. Upon discontinuance of use or termination of this agreement, Owner will restore and replace all public property to a vegetated surface, or pay to the City all costs incurred by City to restore the public property to a vegetated surface.

5. Owner agrees and understands that as a condition of the use of the right-of-way, Owner shall be responsible for snow plowing and snow removal within the bus pullout area.

6. Owner understands and agrees to pay the City of Fargo Forestry Department the sum of **\$18,030.00** as a fee for removing multiple trees required for the redevelopment of the parcel and construction of the bus pullout.

7. It is understood and agreed by and between the parties that Owner will be responsible for the repair or replacement of any public property which may be damaged or destroyed as a direct or indirect result of the use of the public right-of-way for the bus pullout. Owner agrees to accept all maintenance responsibility for the bus pullout and associated property used by Owner within the City right-of-way.

8. Owner agrees to indemnify and further hold the City harmless against any and all expenses, demands, claims or losses of any kind that may be sustained by City, its officers, agents and employees, its property, streets, sidewalks, or any other municipal improvements by reason of the Owner's use of the public right-of-way in accordance with this agreement. Owner agrees to pay any and all costs the City incurs to enforce this indemnity provision, including attorney's fees. Owner agrees to provide to the City a certificate of insurance indicating acceptance by its insurer of Owner's obligation to defend and hold the City harmless as herein stated.

9. This agreement is personal to Owner and cannot be sold, transferred or otherwise assigned. This agreement shall immediately terminate upon Owner's sale, transfer or assignment of the encroaching property. Subsequent owners may request permission to encroach, and enter into a separate encroachment agreement with City.

10. It is understood and agreed by and between the parties that this agreement and permission to encroach is given subject to any limitation on the authority of City to grant such permission, which may now or hereafter exist.

11. It is specifically understood and agreed that the City retains authority to operate and maintain existing above ground and underground municipal facilities in the encroachment area. In the event the City needs to permanently retake the encroachment area, City will provide Owner written notice ninety (90) days in advance to remove the encroaching private facilities, to the extent deemed necessary by City.

12. If City determines, in its sole discretion, that Owner has failed to maintain the bus pullout in an acceptable manner, City may terminate as provided herein.

13. It is specifically agreed between the parties that a copy of this Encroachment Agreement may be recorded.

14. Owner agrees to pay City a \$500 processing fee. City agrees to waive the annual fees for the encroachment.

Dated this 3rd day of August, 2026.

FARGO SCHOOL DISTRICT

By: *Jackie Gapp*
Its: Chief Financial Officer

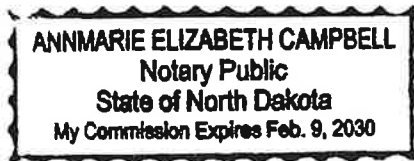
STATE OF NORTH DAKOTA)
) ss:
COUNTY OF CASS)

On this 3rd day of August, 2026, before me, a notary public in and for said county and state, personally appeared Jackie Gapp, to me known to be the Chief Financial Officer of the **FARGO SCHOOL DISTRICT**, described in and who has executed the within and foregoing instrument, and acknowledged to me that he executed the same.

Ann Marie Elizabeth Campbell

(SEAL)

Notary Public
Cass County, North Dakota



PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

7

Improvement District No. TN-26-A1

Type: New Electrical Services

Location: 55th Street South & 23rd Avenue South

Date of Hearing: 8/24/2026

<u>Routing</u>	<u>Date</u>
City Commission	8/31/2026
PWPEC File	X
Project File	Leroy Grant

The Committee reviewed a communication from Project Manager, Leroy Grant, regarding installation of a new traffic signal system at the intersection of 55th Street South and 23rd Avenue South. The new traffic signal system requires a new electrical service to provide power to the Traffic Signal Feed Point. Cass County Electric Cooperative (CCEC) has provided a cost estimate of \$7,616.00 for the work.

The project funding source is 100% Special Assessed to the benefitting properties.

On a motion by Gary Lorenz, seconded by Ben Dow, the Committee voted to recommend approval of payment to Cass County Electric Cooperative in the amount of \$7,616 for the new electrical service for Improvement District No. TN-26-A1.

RECOMMENDED MOTION

Concur with the recommendations of PWPEC and approve payment in the amount of \$7,616 to Cass County Electric Cooperative for the new electrical service to the Traffic Signal Feed Point for Improvement District No. TN-26-A1.

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

Joshua Boschee, Mayor
 Nicole Crutchfield, Director of Planning
 Gary Lorenz, Fire Chief
 Michael Redlinger, City Administrator
 Ben Dow, Director of Operations
 Tom Knakmuhs, City Engineer
 Susan Thompson, Finance Director

Present	Yes	No	Unanimous
			☒
☒	☒	☐	
☒	☒	☐	
☒	☒	☐	
☒	☒	☐	
☒	☒	☐	
☒	☒	☐	

ATTEST:

C: Kristi Olson


 Tom Knakmuhs, P.E.
 City Engineer

Memorandum

To: Members of PWPEC
From: Leroy Grant, Project Manager
Date: August 12, 2026
Re: Improvement District No. TN-26-A1 – Traffic Signal Feed Point Service

Background:

Improvement District No. TN-26-A1 involves the installation of a new traffic signal system at the intersection of 55th Street South and 23rd Avenue South. The project will improve safety for both pedestrian crossings and vehicular movements while reducing the offset between the intersection approaches.

The new traffic signal system requires a new electrical service to provide power to the Traffic Signal Feed Point. Cass County Electric Cooperative (CCEC) has provided a cost estimate of \$7,616.00 for the work required to install a new power service line to the feed point.

The project funding source is 100% Special Assessment to the benefitting properties.

Recommended Motion:

Approve the cost of \$7,616.00 to CCEC to establish a new electrical service to the Traffic Signal Feed Point for the new traffic signal system at the intersection of 55th Street South and 23rd Avenue South.

LG/klb
Attachment



Cass County Electric Cooperative
701-356-4400 or 800-248-3292
4100 32nd Ave. S.
Fargo, ND 58104

INVOICE: 47101

Invoice Date: 08/04/2026
Terms: NET DUE
Due Date: 09/03/2026
Amount Due: \$ 7,616.00

FARGO CITY OF
AUDITOR'S OFFICE
PO BOX 2083
FARGO ND 58107-2083

FN

Account: 2551

Description: Aid to Construction- Project TN-26-A1; new service to streetlight feed point.

Page 1 of 1

DESCRIPTION	QUANTITY	UOM	UNIT PRICE	AMOUNT	TAX
AID TO CONSTRUCTION	1.000	EA	400.0000	400.00	
New Service Fee					
AID TO CONSTRUCTION	1.000	EA	7,216.0000	7,216.00	
Line Extension Fee					
MESSAGES		Subtotal: \$ 7,616.00			
		Tax: \$ 0.00			
		Total: \$ 7,616.00			
		Amount Paid: \$ 0.00			
		Amount Due: \$ 7,616.00			
RETURN BOTTOM PORTION WITH PAYMENT					



Cass County Electric Cooperative
701-356-4400 or 800-248-3292
4100 32nd Ave. S.
Fargo, ND 58104

Account: 2551
Invoice: 47101
Due Date: 09/03/2026
Amount Due: \$ 7,616.00

Amount Of Payment: _____

Remit To:

CASS COUNTY ELECTRIC CO-OP INC
4100 32ND AVE S
FARGO ND 58104

FARGO CITY OF
AUDITOR'S OFFICE
PO BOX 2083
FARGO ND 58107-2083

REPORT OF ACTION

PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

8

Type: Reimbursement Request

Location: 2669 65th Avenue South

Date of Hearing: 8/24/2026

Routing

City Commission

PWPEC File

Project File

Date

8/31/2026

X

Rob Hasey

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

The property located at 2669 65th Avenue South was a previously excavated area that was used as a source of flood protection levee materials during the 2009 flood fight. This area was used as a dig and dump area and is identified as an area that will require modified backfill to meet foundation requirements for original ground replacement.

Following past practices and approvals, Staff is recommending approval of payment to Krueger Construction in the amount of \$33,400 for the corrective work at 2669 65th Avenue South.

On a motion by Gary Lorenz, seconded by Ben Dow, the Committee voted to recommend approval of reimbursement to Krueger Construction in the amount of \$33,400 for repair and backfill of the old borrow site located at 2669 65th Avenue South.

RECOMMENDED MOTION

Concur with the recommendations of PWPEC and approve the reimbursement to Krueger Construction in the amount of \$33,400 for repair and backfill of the old borrow site located at 2669 65th Avenue South.

PROJECT FINANCING INFORMATION:

Recommended source of funding for project:

Flood Sales Tax

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

Joshua Boschee, Mayor
Nicole Crutchfield, Director of Planning
Gary Lorenz, Fire Chief
Michael Redlinger, City Administrator
Ben Dow, Director of Operations
Tom Knakmuhs, City Engineer
Susan Thompson, Finance Director

Present	Yes	No	Unanimous
			☒
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☒	☒	☐	
☒	☒	☐	

ATTEST:


Tom Knakmuhs, P.E.
City Engineer

Memorandum

To: Members of PWPEC
From: Rob Hasey, PE Storm Sewer Utility Engineer
Date: August 24, 2026
Re: 2009 Flood Fight Borrow Site / Dig and Dump

Background:

On July 23, 2026, Krueger Construction contacted the Engineering Department to inform staff that a new home was to be constructed over a previously excavated area that was used as a source of flood protection levee materials during the 2009 flood fight. The new property is located at 2669 65th Avenue South. This area was used as a dig and dump area and is identified as an area that will require modified backfill to meet foundation requirements for original ground replacement.

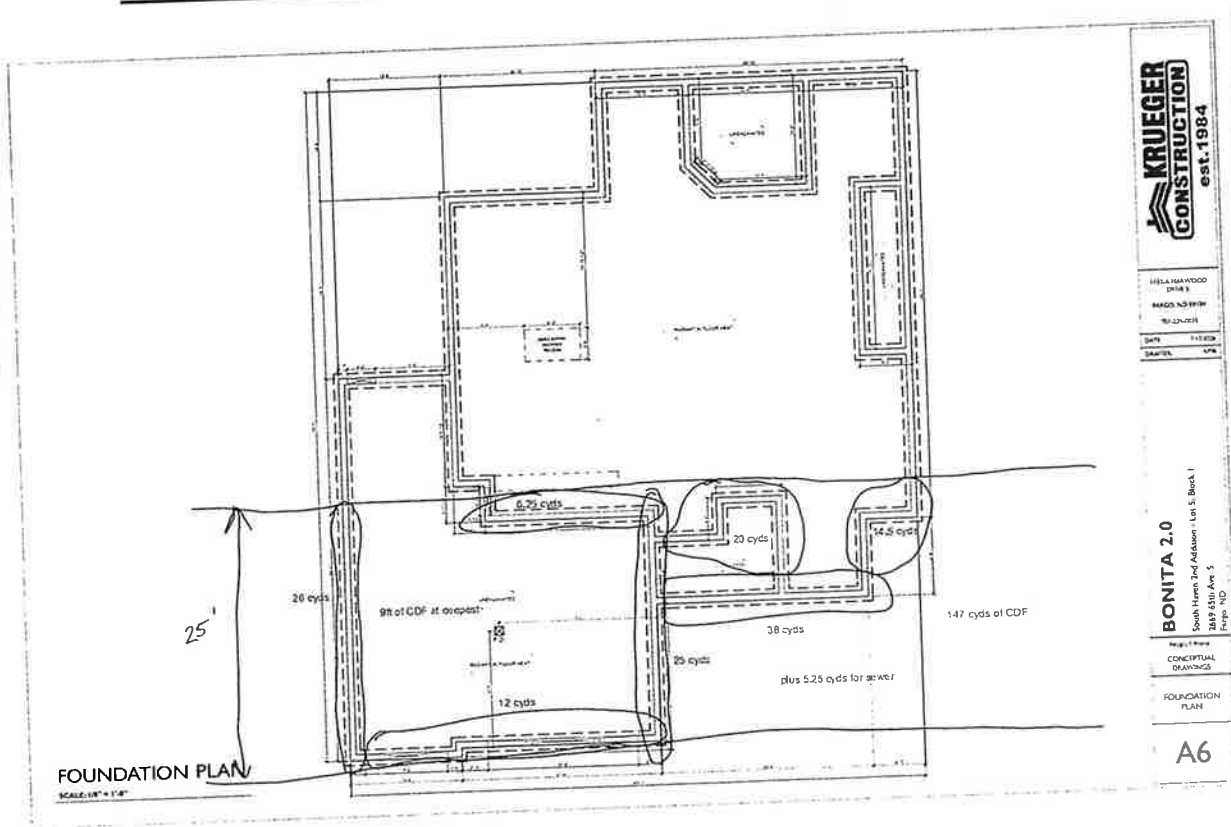
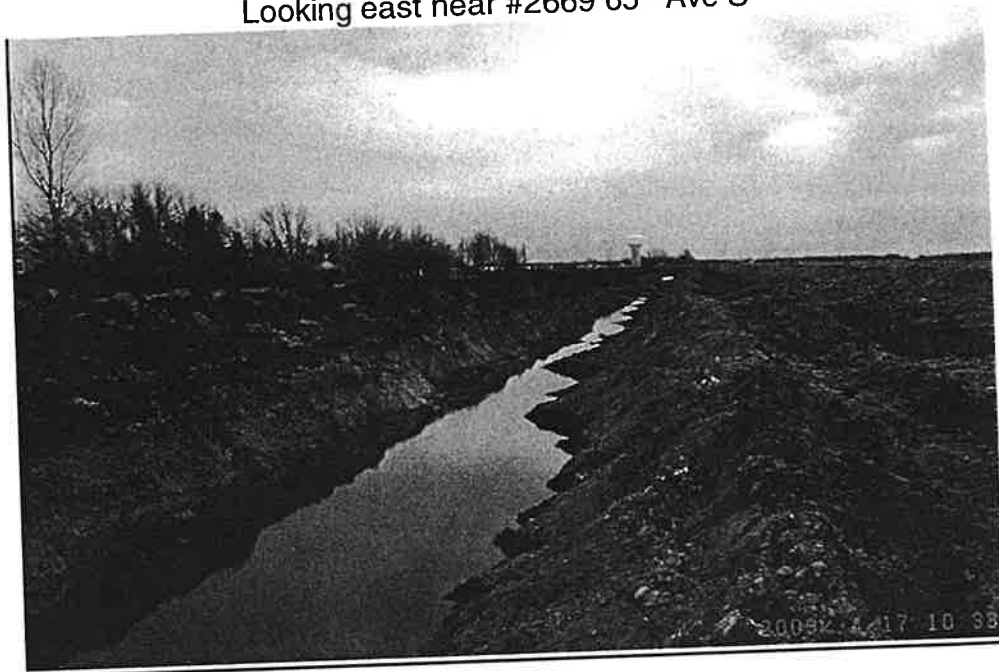
Krueger Construction hired Dirt Wise, LLC to perform the geotechnical analysis and to determine recommendations for soils correction at the proposed structure. Dirt Wise is estimating \$3,500 for the analysis and follow up inspections during corrective work. Bottom Line Excavating is estimating \$33,400 for the corrective work to support the foundation with CDF. A cost breakdown from Bottom Line Excavating is attached. The final cost will be brought back to PWPEC if it exceeds the estimated cost. Fund 465 will be the source of funding.

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

Looking west near #2669 65th Ave S



Looking east near #2669 65th Ave S



Recommended Motion:

Approve the estimated cost of \$36,900 to perform the corrective work described in the geotechnical recommendation.

RJH/klb
 Attachments

CONSULTING SERVICES AGREEMENT

This CONSULTING SERVICES AGREEMENT (the "Agreement") is made and entered into by and between Krueger Construction, Inc. (the "Client"), and Dirt Wise LLC, a North Dakota Limited Liability Client, with an address of 3003 32nd Ave S STE 240, Fargo, ND 58103 (the "Consultant").

WHEREAS, the Client seeks to retain Consultant to provide geotechnical observation and consulting services related to excavation activities at the Project site;

WHEREAS, the Client, upon receiving the Report, intends use the findings contained therein to inform the Client as to the viability of some project which requires geotechnical expertise (the "Project") and, once conditions have been assessed, to consider the suggestions and findings of the Consultant to determine how to best execute the Project;

WHEREAS, Consultant is in the business of providing consulting services in the field of geotechnical engineering on a consultant/independent contractor basis, and hereby represents to the Client that he is fully qualified by education, training, license, and/or experience to provide such services;

WHEREAS, Consultant recognizes that Client has expended and will continue to expend substantial time, money and effort in developing its goodwill, research, development, intellectual property and other proprietary rights, organizational and financial structure, characteristics, processes, services, designs, strategies, contracts, customer, potential customer, other business relationships, methods of operation, and other confidential, proprietary and/or trade secret information; and,

WHEREAS, the Client desires to retain the services of Consultant and the Consultant desires to provide services to the Client under the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants contained herein and for other good and valuable consideration the receipt and sufficiency of which is specifically acknowledged by the parties, the Client and Consultant agree as follows:

1. Scope of Services. Consultant agrees to provide the Client with geotechnical observation services during excavation activities at 2669 65th Ave S, Fargo, ND 58104. Services will consist of two (2) site visits by a qualified geotechnical professional to visually observe exposed subsurface conditions and compare observed conditions with the anticipated soil conditions and project requirements, as information is available. Observations do not include subsurface soil characterization beyond the exposed bearing surface, evaluation of groundwater conditions unless readily visible within the excavation, determination of full-depth bearing capacity, or estimation of settlement.

Services are limited to visual observations only and do not include in-place density testing, laboratory testing, surveying, continuous on-site inspection, quality assurance certification, contractor supervision, or verification of compliance with project plans and specifications. Observations and recommendations will be based solely on conditions visible at the time of the site visit and at the specific locations observed.

The Consultant will provide a letter-style report summarizing the initial observations made, documenting any significant subsurface conditions encountered, and providing geotechnical opinions and recommendations deemed appropriate based on the observed conditions. An additional letter report (addendum) will be provided after the 2nd site visit. Any recommendations provided shall be advisory in nature and are intended solely to assist the Owner and Contractor in evaluating the conditions encountered at the time of observation.

2. Primary Control. Consultant shall have primary control over the means and manner of performing the services under this Agreement but agrees to perform the services in a professional, quality, efficient, and safe manner. Consultant represents that its' agents and employees are fully qualified by previous education, training, and/or experience to provide the services under this Agreement and have all licenses and other credentials required to perform the services under this Agreement. Consultant understands that the Client will not provide Consultant any training for Consultant's performance of services under this Agreement. Consultant further understands that Consultant may provide services to other persons or entities during the term of this Agreement, provided that Consultant remains in compliance with this Agreement in all respects. The Consultant's services are performed for the exclusive use of the Client. No third party shall be entitled to rely upon the Consultant's observations, opinions, recommendations, or reports without the Consultant's prior written consent.

3. Payment; Fees.

a) Fee Schedule. The Client shall make payments to Consultant on the following fee schedule, expressly contingent on Consultant using commercially reasonable efforts in all services for the Client:

- a. \$3,500 lump sum fee upon completion of the services and delivery of the report to the Client.
- b. Any additional geotechnical evaluation, testing, analysis, engineering, or consulting services requested by the Client or determined to be necessary based on site conditions encountered shall be discussed with the Client and invoiced separately as additional services.
- c. Payment of invoice(s) is due within thirty (30) days of the invoice date.

4. Compliance with Laws. Consultant shall at all times perform the services under this Agreement in strict compliance with all applicable laws, rules, regulations and governmental orders now or hereafter in effect. Consultant represents that their agents and employees have and will maintain in full force and effect any and all licenses, permits, authorizations, registrations and qualifications from all governmental ministries, authorities and agencies to the extent necessary or appropriate to perform the services.

5. Independent Contractor. Consultant's engagement under this Agreement is as an independent contractor and Consultant is not engaged as an employee of the Client in any manner whatsoever. Consultant its representatives, employees, or agents, shall not represent to

be an agent, joint venturer, partner, officer, director or employee of the Client. Nothing contained in this Agreement is intended to create nor shall any term or provision of this Agreement be construed as creating an employment relationship between Consultant and the Client. Consultant shall not receive, nor shall Consultant be entitled to, any compensation, pension, social or any other contributions, or any benefits provided by Client to its employees, or any other benefits or rights afforded an employee, including but not limited to worker's compensation, unemployment compensation benefits or any payments under employment standards legislation. Consultant shall be responsible for any and all such compensation, contributions, benefits or other obligations relating to Consultant and their services under this Agreement. Consultant agrees that Consultant is solely responsible for making all filings with and payments to the national, state, provincial and/or local taxing authorities with respect to payments Consultant receives under this Agreement, both on behalf of itself and the Client.

6. Indemnification. Client hereby agrees to hold the Consultant harmless from and against all claims, liabilities, losses, damages, personal injury or damage to property, or penalties, fines, fees, costs and expenses (including reasonable attorneys' fees and expenses) which may be incurred by the Consultant, its directors, officers, agents and employees based upon or arising out of Client's reliance on the services performed by Consultant under this Agreement.

7. Termination. The Client may terminate Consultant for Cause immediately upon written notice by the Client to Consultant. For purposes of this Agreement, "Cause" shall mean: (i) the Client determines in good faith that Consultant has committed any act of fraud, embezzlement, misappropriation, material act of dishonesty or theft in the course of Consultant's services to the Client; (ii) Consultant has violated any federal, state or local law, ordinance, rule or regulation (other than minor traffic violations or similar offenses) in the course of Consultant's services to the Client that the Client determines in good faith is materially detrimental to the Client's business, reputation, or goodwill; or (iii) Consultant has failed to perform Consultant's services to the Client after being given reasonable written notice thereof by the Client and a period of 10 days following such notice to correct such performance.

8. Confidential Information, Nondisclosure. Except as permitted or directed by the Client, Consultant shall not divulge, furnish or make accessible to anyone or use in any way (other than in the ordinary course of the business of the Consultant in providing services pursuant to this Agreement) any confidential or secret knowledge or information of the Client that Contractor has acquired or became acquainted with or will acquire or become acquainted with during the term of this Agreement, whether developed by Consultant or by others, concerning any trade secrets, confidential or secret designs, plans, devices or material directly or indirectly useful in any aspect of the business of the Client, or any other confidential information or secret aspects of the business of the Client. Consultant acknowledges that the above-described knowledge or information constitutes unique and valuable assets of the Client and that any disclosure or other use of such knowledge or information other than for the sole benefit of the Client would be wrongful and would cause irreparable harm to the Client. Both during and after the term of this Agreement, Consultant will refrain from any acts or omissions that would reduce the value of such knowledge or information to the Client. The foregoing obligations of confidentiality, however, shall not apply to any knowledge or information which is now published or which subsequently becomes generally publicly known in the form in which it was

obtained from the Client other than as a direct or indirect result of the breach of this Agreement by Contractor.

9. Liability.

a. Limitation of Liability: Consultant acknowledges and agrees that nothing in this Agreement shall conflict, alter, or supersede Consultant's independent fiduciary duties to the Client as an owner, including but not limited to, the fiduciary duties of loyalty and good faith and prohibition against self-dealing.

b. Reliance on Client Information: The Consultant can rely on information provided by the Client that is believed to be accurate and reliable. The Client agrees to indemnify the Consultant against liability due to inaccuracies in information provided by the Client.

c. Total Aggregate Liability: The Consultant's total liability for claims arising under this Agreement shall be limited to \$5,000 regardless of legal theory, except in cases of gross negligence or willful misconduct.

d. Third-Party Claims: The Client will indemnify and defend the Consultant against third-party claims arising from the Client's use of the Consultant's services, unless caused by the Consultant's gross negligence or willful misconduct.

10. Standard of Care. The Consultant shall perform its services in accordance with the degree of skill and care ordinarily exercised by members of its profession practicing under similar circumstances at the same time and in the same or similar locality ("the Professional Standard of Care"). The Consultant does not warrant or guarantee that its work will be perfect or will produce any specific result, and its advice is based on its professional judgment and the information available at the time the advice is rendered.

11. General Terms.

a. Other Agreements. Consultant warrants that Consultant is not subject to any employment, noncompetition, confidentiality, inventions or other obligations that would prevent or restrict Consultant in any way from performing services for the Client. Consultant further warrants that Consultant has not taken and will not take any trade secret, proprietary or confidential information of any former employer or other entity or person, and will not use or disclose any such information to anyone in the performance of services under this Agreement.

b. Waivers. No consent or waiver, express or implied, by either party to this Agreement, to or of any breach or default by the other party in the performance of the obligations contemplated herein, shall be valid unless in writing and signed by the party against whom the waiver is sought. Failure on the part of either party to complain of any act or failure to act or declare the other party in default, irrespective of how long such failure continues, shall not constitute a waiver by such party of its rights hereunder. The granting of any consent or approval in any one instance by or on behalf of either party shall not be construed to waive or limit the need for such consent in any other or subsequent instance.

c. Governing Law and Venue. The parties agree that this Agreement shall be governed by and construed in accordance with the laws of the State of North Dakota, without reference to its conflicts of law principles. The parties agree that any dispute arising under or in any way related to this Agreement may be submitted to and subject to the exclusive jurisdiction and venue of the North Dakota state courts located in Fargo, North Dakota, and the parties hereby consent to the jurisdiction of the North Dakota state courts.

d. Enforceability and Severability. Each term, clause or provision of this Agreement is intended to be severable. If any term, clause or provision of this Agreement shall for any reason be determined invalid, unenforceable or void by a court of competent jurisdiction, the same shall be treated as severable and shall not impair or invalidate any of the other provisions contained herein, all of which shall be performed in accordance with their respective terms.

e. Entire Agreement. This Agreement constitutes the entire understanding between the parties hereto with respect to the subject matter hereof, and no change, modification, waiver, alteration or extension of this Agreement or of any part of this Agreement shall be valid unless in writing and duly signed by both parties and specifically referenced as an amendment, change, modification, waiver, alteration or extension of this Agreement. This Agreement supersedes all previous arrangements and agreements, written or oral, express or implied, which may have been entered into by and between the parties with respect to the subject matter hereof, and all such previous arrangements and agreements are hereby canceled and terminated in all respects.

f. Binding Effect. This Agreement shall inure to the benefit of and be binding upon the successors and assigns of the Client. This Agreement is personal to, and may not be assigned or transferred by, Consultant.

CLIENT – KRUEGER CONSTRUCTION,
INC.

Date: _____

By _____
Its _____

CONSULTANT – DIRT WISE, LLC

Date: July 23, 2026

By Corey D. Lindeman
Its Owner

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

Estimate

ADDRESS

Krueger Construction

ESTIMATE # 1525**DATE 07/30/2026**

ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
	2669 65th Ave S Fargo			
	Borrow pit repair			
CDF	Estimated cubic yards of CDF to replace backfill from borrow for city levee build.	147	200.00	29,400.00
Equipment	Estimated excavator time to dig out backfill.	20	200.00	4,000.00
Exclusions	Excludes	1	0.00	0.00
	-Testing.			
	-Surveying.			
	-Staking.			
	-Frost or load restrictions.			
	-Corrections for poor soils or contaminated soil.			
	-Storm water management.			
	-Relocating utilities.			
	-Finish grading.			
	-Seeding.			

TOTAL**\$33,400.00**

Accepted By

Accepted Date

REPORT OF ACTION

PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

9

Improvement District No. BR-26-A1

Type: Change Order #1 & Time Extension

Location: 29th Ave NE; Elm St – Longfellow Rd,
Evergreen Rd N; 29th Ave – 28th Ave,
Longfellow Rd N; 29th Ave – 28th Ave

Date of Hearing: 8/24/2026

<u>Routing</u>	<u>Date</u>
City Commission	8/31/2026
PWPEC File	X
Project File	Aaron Edgar

The Committee reviewed the accompanying correspondence from Project Manager, Aaron Edgar, related to Change Order #1 in the amount of \$5,135.00, for additional work, as well as a 3-day time extension to the Interim, Substantial, and Final Completion Dates extending them to August 18, October 6, and November 5, 2026, respectively.

Staff is recommending approval of Change Order #1 in the amount of \$5,135.00, which increases the total contract amount to \$3,504,134.45, and the time extensions as described above.

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

RECOMMENDED MOTION

Concur with the recommendations of PWPEC and approve Change Order #1 in the amount of \$5,135.00, bringing the total contract amount to \$3,504,134.45, and the 3-day time extension to the Interim, Substantial, and Final Completion Dates extending them to August 18, October 6, and November 5, 2026, respectively, to Northern Improvement.

PROJECT FINANCING INFORMATION:

Recommended source of funding for project: WW Utility, Water Utility, Sales Tax and Special Assessments

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

COMMITTEE

Joshua Boschee, Mayor
Nicole Crutchfield, Director of Planning
Gary Lorenz, Fire Chief
Michael Redlinger, City Administrator
Ben Dow, Director of Operations
Tom Knakmuhs, City Engineer
Susan Thompson, Finance Director

Present	Yes	No	Unanimous
			☒
☒	☒	☐	
☒	☒	☐	
☒	☒	☐	
☒	☒	☐	
☒	☒	☐	
☒	☒	☐	

ATTEST:

C: Kristi Olson


Tom Knakmuhs, PE
City Engineer

Memorandum

To: Members of PWPEC
From: Aaron Edgar, Project Manager
Date: August 17, 2026
Re: Improvement District No. BR-26-A1 – Change Order #1 & Time Extension

Background:

Improvement District BR-26-A1 is for the Paving and Utility Rehab/Reconstruction of 29th Avenue northeast from Elm Street to Longfellow Road, on Evergreen Road North from 29th Avenue to 28th Avenue, and on Longfellow Road North from 29th Avenue to 28th Avenue.

Northern Improvement Co. is the Prime Contractor for this project.

The attached Change Order in the amount of \$5,135.00 (0.14% of the original contract), which increases the total contract amount to \$3,504,134.45, is for additional work as shown on Change Order #1.

Change Order #1:

- 1.) As part of this project, 29th Avenue North was realigned east of Elm Street to better align with 29th Avenue on the west side of Elm Street. Due to this realignment, Lumen's existing vault, located at the northeast corner of Elm Street and 29th Avenue, would be located within the new roadway. Northern Improvement had to relocate Lumen's existing vault outside of the new roadway. The Contractor is requesting \$2,970.00 and a 1.5-day time extension for this additional work.
- 2.) Lumen had an existing fiber line running along 29th Avenue between Elm Street and Evergreen Road, that was too shallow and was at or slightly below the proposed sub-grade for the new roadway. Northern Improvement had to lower the existing fiber line in order to properly construct the roadway. The Contractor is requesting \$2,165.00 and a 1.5-day time extension for this additional work.

The Contractor is requesting \$5,135.00 and a 3-day time extension for the interim, substantial, and final completion dates for this additional work.

Recommended Motion:

Approve Change Order #1 in the amount of \$5,135.00 and a change in the interim, substantial, and final completion dates as shown below:

Original Completion Dates	Revised Previously	Revised This Memo
Interim Completion August 15, 2026	-	Interim Completion August 18, 2026
Substantial Completion October 3, 2026	-	Substantial Completion October 6, 2026
Final Completion November 2, 2026	-	Final Completion November 5, 2026



CHANGE ORDER REPORT
PAVING AND UTILITY REHAB/RECONSTRUCTION
IMPROVEMENT DISTRICT NO. BR-26-A1
ON 29TH AVE NE FROM ELM STREET TO LONGFELLOW RD, ON EVERGREEN RD N
FROM 29TH AVE TO 28TH AVE, AND ON LONGFELLOW RD N FROM 29TH AVE TO
28TH AVE.

Change Order No 1 Change Order Date 8/14/2026
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

Details of the additional work:

- 1.) As part of this project, 29th Avenue North was realigned east of Elm Street to better align with 29th Avenue on the west side of Elm Street. Due to this realignment, Lumen's existing vault, located at the northeast corner of Elm Street and 29th Avenue, would be located within the new roadway. Northern Improvement had to relocate Lumen's existing vault outside of the new roadway. The contractor is requesting a 1.5-day time extension for this work. Paid as Special Bid Item A.
- 2.) Lumen had an existing fiber line running along 29th Avenue between Elm Street and Evergreen Road that was too shallow and was at or slightly below the proposed sub-grade for the new roadway. Northern Improvement had to lower the existing fiber line in order to properly construct the roadway. The contractor is requesting a 1.5-day time extension for this work. Paid as Special Bid Item B.

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 (\$)
Change Order 1	25	Special Bid Item A	LS	0		0	1	1	\$2,970.00	\$2,970.00
	26	Special Bid Item B	LS	0		0	1	1	\$2,165.00	\$2,165.00
Change Order 1 Sub Total										\$5,135.00

Summary.

Source Of Funding

Wastewater Utility, Water utility, Infrastructure Sales Tax, and Special Assessments
\$5,135.00
\$0.00
\$3,498,999.45
\$3,504,134.45

Net Amount Change Order # 1 (\$)

Previous Change Orders (\$)

Original Contract Amount (\$)

Total Contract Amount (\$)

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

10/3/2026

Additional Days Substantial Completion

3

New Substantial Completion Date

10/6/2026

Interim Duration #1

Current Final Completion Date

11/2/2026

Additional Days Final Completion

3

New Final Completion Date

11/5/2026

Interim Completion Dates

3 Day Duration

APPROVED
For Contractor
Title


VICE PRESIDENT

APPROVED DATE
Department Head
Mayor
Attest



Memorandum



To: Board of City Commissioners
From: Bekki Majerus, Director of Facilities Management
Date: August 27, 2026
Re: Lease Agreement with Downtown Community Partnership for BID Operations

Background:

The Business Improvement District (BID) team, administered by the Downtown Community Partnership (DCP) was operating out of the garages on the west side of Municipal Court for several years. When the structural issues were identified and traffic was no longer allowed on the parking deck, the team moved their operations to the underground parking below Transit/Municipal Court. Now that we are vacating the property for safety and building code reasons, BID needs a new secure space to operate from.

When the Roberts Commons Ramp was constructed, a section of the lower level was designated for public bike racks and lockers. Unfortunately, because the Ramp was not secured and the space was somewhat secluded, the area became a frequent location for illegal activities. Now that the ramp is secured for use by paid vehicle parking, the area remains largely unused.

A lease between the City of Fargo and the DCP is attached. DCP will be responsible for the cost to secure the space and in turn, the City of Fargo will lease the space to BID for \$1. This is an equitable arrangement as the City would be responsible for the operations were the DCP unable to provide the administrative oversight.

Recommended Action:

Move to approve the lease between the City of Fargo and Downtown Community Partnership for space located in the Roberts Commons Ramp.

LEASE AGREEMENT

This LEASE AGREEMENT (hereinafter referred to as the “Lease”) is made by and between the following parties: the **City of Fargo**, a North Dakota municipal corporation (“City” or “Landlord”), and the **Downtown Community Partnership**, a North Dakota nonprofit corporation (“DCP” or “Tenant”).

Recitals

WHEREAS, the City owns and operates the RoCo Parking Garage located in downtown Fargo, North Dakota (the “Garage”);

WHEREAS, DCP administers and provides services in connection with the Downtown Fargo Business Improvement District (“BID”), including services intended to support the cleanliness, safety, maintenance, accessibility, and vitality of downtown Fargo;

WHEREAS, DCP currently conducts certain BID operations from, and stores BID vehicles, machinery, equipment, tools, supplies, and other property at, the City owned Municipal Court building and associated garage;

WHEREAS, due to structural and other issues affecting the Municipal Court building and the anticipated vacation and potential demolition of that facility, DCP's BID operations and property must be relocated to another location;

WHEREAS, the City has identified space on the lower level of the RoCo Parking Garage that can accommodate DCP's BID operations and the storage of vehicles, machinery, equipment, tools, supplies, and other property used in providing BID services; and

WHEREAS, the City has determined that making such space available to DCP for BID operations serves a public purpose benefiting downtown Fargo and its residents, businesses, property owners, and visitors.

NOW, THEREFORE, in consideration of the mutual promises contained herein, the parties agree as follows:

1. **PREMISES.** The City hereby leases to DCP, and DCP hereby leases from the City, that portion of the lower level of the RoCo Parking Garage (“Garage”) identified and depicted as the BID operations area on the floor plan attached hereto as **Exhibit A** and incorporated herein by reference (the “Premises”). The Premises shall include the area designated for BID operations on Exhibit A and enclosed or to be enclosed by chain-link fencing, or similar fencing approved by the City, as generally depicted on Exhibit A.

DCP's rights under this Lease are limited to the Premises, together with the non-exclusive right to use those portions of the Garage reasonably necessary for pedestrian and vehicular ingress and egress to and from the Premises. Nothing in this Lease grants DCP any exclusive right to use or occupy any other portion of the Garage.

In addition to its rights in the Premises, DCP shall be entitled to park up to two BID trucks within the Garage in unassigned parking spots at no cost. The City shall provide DCP with two unassigned parking permits for that purpose.

2. **TERM.** The term of this Lease shall commence on August 31, 2026 (the “Commencement Date”), and shall continue until December 31, 2036, unless earlier terminated in accordance with this Lease.

Either party may terminate this Lease without cause upon thirty (30) days’ prior written notice to the other party. The City may terminate this Lease upon shorter notice if the City reasonably determines that possession of the Premises is necessary for health or safety reasons.

3. **RENT.** As consideration for DCP’s use of the Premises in furtherance of BID operations and the public purposes described in this Lease, DCP shall pay to the City nominal rent in the amount of One Dollar (\$1.00), the receipt and sufficiency of which are hereby acknowledged.

4. **PERMITTED USE.** DCP shall use the Premises solely in connection with its administration and operation of the BID and related downtown services. Permitted uses include the storage, parking, maintenance, and ordinary operation of DCP vehicles, machinery, equipment, tools, supplies, and other property used in connection with BID activities.

DCP shall not use or permit the Premises to be used for any unlawful purpose or in any manner that materially interferes with the operation, safety, or use of the Garage. DCP shall comply with all applicable federal, state, and local laws, ordinances, codes, regulations, and fire and safety requirements applicable to its use and occupancy of the Premises.

5. **ALTERATIONS.** DCP shall be permitted to install the fencing, gates, and related improvements necessary to secure the Premises as generally depicted on **Exhibit A**, provided that the type, materials, design, and manner of installation of such improvements shall be subject to the prior approval of the City. DCP shall not make any other structural alterations, additions, or material modifications to the Premises or Garage without the City's prior written approval.

Any alterations or improvements made by DCP shall be performed in a good and workmanlike manner and in compliance with all applicable laws, ordinances, codes, and regulations.

Unless otherwise agreed to in writing by the City, any alterations or improvements permanently affixed to the Premises shall become the property of the City upon expiration or termination of this Lease. DCP shall remain responsible for any damage to the Premises or Garage resulting from the installation or removal of its alterations, improvements, fixtures, or equipment.

DCP shall be solely responsible for all costs associated with the purchase, installation, maintenance, repair, replacement, and removal of the fencing and related improvements used to secure the Premises. Notwithstanding the foregoing, if the City terminates this Lease without cause during the first five (5) years following the Commencement Date, the City shall reimburse DCP for the unamortized portion of the actual costs incurred by DCP for capital improvements to the Premises that were approved in writing by the City prior to installation. For purposes of this Section, such costs shall be amortized on a straight-line basis over the first five (5) years of the Lease commencing on the Commencement Date. DCP shall provide reasonable documentation of the costs for which reimbursement is sought.

6. **UTILITIES AND MAINTENANCE.** The City shall provide and pay for ordinary utilities serving the Premises, including electricity, heat, water, and sewer, to the extent such utilities are provided as part of the Garage. DCP shall be responsible for the cost of any telecommunications, internet, data services, specialized utility services, or material increase in utility capacity requested by DCP for its use of the Premises, unless otherwise agreed to in writing by the City.

The City shall be responsible for the maintenance and repair of the structural components of the Premises and Garage and the building systems serving the Premises. DCP shall keep the Premises in a clean, orderly, and reasonably safe condition and shall promptly notify the City of any condition requiring maintenance or repair.

Notwithstanding the foregoing, DCP shall be responsible for the cost of repairing any damage to the Premises or Garage caused by DCP or its employees, agents, contractors, invitees, vehicles, machinery, or equipment, ordinary wear and tear excepted.

7. **DCP PROPERTY; ASSUMPTION OF RISK.** All vehicles, machinery, equipment, tools, supplies, materials, and other personal property brought onto or stored within the Premises or Garage by or on behalf of DCP ("DCP Property") shall remain at DCP's sole risk. DCP shall be solely responsible for the protection, security, maintenance, and insurance of all DCP Property.

The City shall not be deemed a bailee of, nor assume any responsibility for the custody, care, protection, or security of, any DCP Property. To the fullest extent permitted by law, the City shall not be liable for any loss of or damage to DCP Property resulting from theft, vandalism, fire, water, weather, casualty, accident, or any other cause.

The existence of locks, access controls, security cameras, lighting, City personnel, or other security or safety measures within or around the Garage shall not constitute a representation or warranty

by the City regarding the security of the Premises or DCP Property.

8. **STORAGE.** DCP may store vehicles, machinery, equipment, batteries, fuels, lubricants, cleaning supplies, and other materials reasonably necessary for BID operations within the Premises, provided that the storage, use, and handling of such items comply with all applicable federal, state, and local laws, ordinances, codes, regulations, and fire and safety requirements.

DCP shall be solely responsible for the proper storage, handling, and disposal of such materials and for the prompt containment, cleanup, and remediation of any spill, discharge, or release caused by DCP or its employees, agents, contractors, invitees, vehicles, machinery, or equipment. DCP shall not store hazardous, combustible, or flammable materials in quantities or under conditions prohibited by applicable law or applicable fire and safety requirements.

9. **CITY ACCESS.** The City and its employees, agents, and contractors shall have the right to enter the Premises at reasonable times for purposes of inspection, maintenance, repair, emergency response, or other legitimate municipal purposes. In the event of an emergency, the City may enter the Premises without prior notice to DCP. DCP shall not install or modify any locks, access controls, or other security measures in a manner that prevents the City from accessing the Premises.

10. **DAMAGE OR DESTRUCTION.** If the Premises or Garage are damaged or destroyed, in whole or in part, to the extent that the City determines continued occupancy of the Premises is unsafe, impracticable, or inconsistent with Garage operations, the City may suspend DCP's use of the Premises or terminate this Lease upon written notice to DCP. The City shall have no obligation to provide DCP with substitute premises or to compensate DCP for relocation expenses, loss of use, interruption of operations, or loss of or damage to DCP Property resulting from such damage or destruction.

11. **SURRENDER OF PREMISES.** Upon expiration or earlier termination of this Lease, DCP shall promptly vacate the Premises, remove all DCP Property, and surrender the Premises to the City in substantially the same condition as existed on the Commencement Date, ordinary wear and tear excepted. DCP shall repair any damage to the Premises or Garage caused by the removal of DCP Property, alterations, improvements, fixtures, or equipment. Any DCP Property remaining on the Premises after expiration or termination of this Lease may, after reasonable notice to DCP, be removed and disposed of by the City at DCP's expense.

12. **INSURANCE.** During the term of this Lease, DCP shall maintain, as its sole cost and expense, the following insurance:

- a. **Commercial General Liability.** Commercial general liability insurance covering bodily injury, personal injury, and property damage arising out of DCP's use and occupancy of the Premises and its operations within the Garage, with limits of not less than \$1,000,000 per occurrence and \$2,000,000 general aggregate. The City of Fargo shall be named as additional insureds with respect to DCP's use and occupancy of the Premises and operations under this Lease.
- b. **DCP Property.** DCP shall maintain insurance covering its vehicles, machinery, equipment, tools, supplies, materials, and other personal property located or stored within the Premises or Garage in amounts sufficient to cover the replacement value of such property. Regardless of the existence or adequacy of such insurance, all such property shall be kept and stored at DCP's sole risk, and the City shall have no responsibility for loss of or damage to such property except as otherwise expressly provided in this Lease.

13. **CONTACTING TENANT AND LANDLORD.** Any notice required or permitted under this Lease shall be in writing and shall be deemed properly given when personally delivered, sent by recognized overnight delivery service, deposited in the United States mail, postage prepaid, or transmitted by electronic mail to the addresses set forth below:

LANDLORD
Attn: Mark Williams

TENANT
Attn: Rocky Schneider

City of Fargo
225 4th Street N.
Fargo, ND 58102
mwilliams@fargond.gov

Downtown Community Partnership
118 Broadway North, Suite 207
Fargo, ND 58102
rocky@downtownfargo.com

14. **GOVERNING LAW.** This Lease shall be construed and governed by the laws of North Dakota. Should any provision of this Lease and/or its conditions be illegal or not enforced under the laws of said state, it or they shall be considered severable and the Lease and its conditions shall remain in force and be binding upon the parties hereto as though the said provision had never been included.

15. **ASSIGNMENT.** DCP shall not assign, transfer, or otherwise convey its rights or obligations under this Lease, sublease any portion of the Premises, or permit any other person or entity to occupy or use the Premises without the prior written consent of the City. Any attempted assignment, transfer, sublease, or other occupancy or use in violation of this Section shall be void.

16. **AMENDMENTS.** No amendment, modification or waiver of this Lease shall be effective unless specifically made in writing and duly signed by the Tenant and Landlord.

17. **ENTIRE AGREEMENT.** This Lease constitutes the entire agreement between Landlord and Tenant concerning the Premises and supersedes all prior and contemporaneous agreements, negotiations, promises, representations, warranties, and understandings of the parties, whether written or oral. Each party acknowledges that in entering into this Lease it has not relied upon any statement, representation, promise, or warranty not expressly set forth in this Lease. No amendment, modification, termination, or waiver of any provision of this Lease shall be effective unless in writing and signed by Landlord and Tenant.

18. **COUNTERPARTS AND ELECTRONIC SIGNATURES.** This Lease may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one instrument. Electronic signatures shall have the same force and effect as original signatures.

(The remainder of this page is left intentionally blank)

IN WITNESS WHEREOF: the parties hereto, have set their hands to this Lease.

LANDLORD (CITY OF FARGO):

Joshua A. Boschee, Mayor

Date: _____

Attest:

Angie Bear, on behalf of the City Auditor

TENANT (DOWNTOWN COMMUNITY PARTNERSHIP):



Rocky Schneider
Its Executive Director

Date: 8-28-26



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: Approval of Pledged Securities
DATE: August 16, 2026

North Dakota Century Code section 21-04-11 requires the approval of securities pledged as collateral for City funds deposited in various financial institutions if the deposited funds exceed the FDIC insurance limit of \$250,000. NDCC calls for re-approval on a semi-annual basis.

At this time, I would request City Commission approval of securities pledged as collateral. Amounts are summarized by financial institution as follows:

Wells Fargo BNY Mellon	\$ 352,393,222.46
US Bank (Letter of Credit)	<u>\$ 5,000,000.00</u>
Total Pledged Collateral	\$ 357,393,222.46

Detailed pledge security reports are attached for your review.

If you have any questions, please call me at 241-8158.

Recommended Motion:

Approve the listing of pledged securities as of June 30, 2026.



BNY MELLON

Broker/Dealer Services
101 Barclay Street, 4th Floor East
New York, NY 10286

Date: 06/30/26

000717 XBGSCD81
ATTN: STEVEN SPRAGUE
CITY OF FARGO
225 4TH STREET NORTH
FARGO ND 58012-4817

Account Id: WUB366

Tax Id Number: 456002069

This advice is supplied as part of the Tri-Party Collateral agreement among the Customer, Wells Fargo Bank, N.A. and The Bank of New York Mellon. Any questions should be directed to Vinnette Frater, Senior Associate, BDS/Tri-Party Services, (973)569-2411.

As agent we confirm the following collateralized deposit information received from Wells Fargo Bank, N.A. as of close of business the last business day of the month.

Date: 06/30/26

The collateral segregated on your behalf on 06/30/26 is as follows:

CUSIP	DESCRIPTION	QUANTITY	MARKET VALUE
040484QV2	ARIZONA BRD RE 4.000% 06/01/46	10,200,000.00	9,615,766.67
040484YK7	ARIZONA BRD RE 2.874% 06/01/40	3,725,000.00	2,951,225.00
05914FX88	BALTIMORE CNTY 4.000% 03/01/44	11,000,000.00	11,148,634.44
072024UG5	BAY AREA TOLL 4.000% 04/01/56	1,000,000.00	951,878.89
13049UCZ0	CALIFORNIA MUN 4.000% 06/01/47	30,155,000.00	29,754,005.51
13077DRV6	CALIFORNIA ST 2.939% 11/01/52	11,900,000.00	8,204,653.66
157432LB9	CHAFFEY CMNTY 4.000% 06/01/43	7,400,000.00	7,667,822.44
169583FW6	CHINO VY UNI S 4.000% 08/01/52	3,890,000.00	3,782,268.61
189342V70	CLOVIS CALIF U 4.000% 08/01/40	11,225,000.00	11,413,081.11
34074MYV1	FLORIDA HSG FI 3.125% 07/01/42	2,000,000.00	1,743,728.20
343137EC5	FLORIDA ST TPK 4.000% 07/01/48	2,000,000.00	1,947,777.78
3571547L1	FREMONT CALIF 4.000% 08/01/45	450,000.00	454,628.50
365298S82	GARDEN GROVE C 4.000% 08/01/46	8,970,000.00	9,007,903.23
373384C53	GEORGIA ST 3.000% 01/01/29	1,580,000.00	1,603,710.53
373384C61	GEORGIA ST 3.000% 01/01/30	2,050,000.00	2,080,661.17
37353PJM2	GEORGIA ST HSG 3.650% 12/01/37	4,000,000.00	3,964,361.11
378394GY0	GLENDALE CALIF 4.000% 08/01/46	1,000,000.00	1,009,645.56
399267DG5	GROSSMONT-CUYA 0.000% 08/01/31	2,900,000.00	2,510,733.00
438701P81	HONOLULU HAWAI 4.000% 07/01/42	12,890,000.00	13,078,050.78
438701U36	HONOLULU HAWAI 5.000% 07/01/49	6,050,000.00	6,326,068.22
45506D7G4	INDIANA ST FIN 5.000% 02/01/38	5,265,000.00	5,595,823.35
495098VJ1	KING CNTY WASH 3.000% 12/01/27	805,000.00	807,074.22



BNY MELLON

Page 2

Date: 06/30/26

Account Id: WUB366

Tax Id Number: 456002069

CUSIP	DESCRIPTION	QUANTITY	MARKET VALUE
495289Y20	KING CNTY WASH 4.000% 07/01/45	5,150,000.00	5,207,210.78
513174XQ0	LAMAR TEX CONS 4.000% 02/15/50	200,000.00	190,888.00
542411NC3	LONG BEACH CAL 4.000% 08/01/45	250,000.00	254,146.39
542411ND1	LONG BEACH CAL 4.000% 08/01/49	4,400,000.00	4,301,420.44
54438CVT3	LOS ANGELES CA 2.825% 08/01/39	10,800,000.00	6,968,793.44
56782T8K7	MARIN CALIF HE 4.000% 08/01/47	9,000,000.00	8,728,700.00
57582RFZ4	MASSACHUSETTS 4.000% 09/01/45	10,850,000.00	10,798,595.11
576000UU5	MASSACHUSETTS 4.000% 11/15/46	3,480,000.00	3,502,394.17
576000WD1	MASSACHUSETTS 4.000% 02/15/43	6,300,000.00	6,407,793.00
57604TDE3	MASSACHUSETTS 4.000% 06/01/45	700,000.00	691,517.56
594712WH0	MICHIGAN ST UN 4.000% 02/15/44	3,350,000.00	3,355,996.50
60636AMS9	MISSOURI ST HE 3.086% 09/15/51	12,500,000.00	8,728,135.42
658207Q40	NORTH CAROLINA 3.500% 07/01/42	8,250,000.00	7,978,185.42
682001CX8	OMAHA PUB PWR 4.000% 02/01/45	2,900,000.00	2,856,371.11
684133KW0	ORANGE CALIF U 4.000% 08/01/43	9,230,000.00	9,413,266.78
697511ES8	PALOMAR CALIF 4.000% 08/01/46	6,500,000.00	6,571,536.11
74265LK31	PRIVATE COLLEG 4.000% 10/01/46	11,350,000.00	10,734,817.39
780869VC4	ROYSE CITY TEX 4.000% 02/15/49	350,000.00	336,612.50
797400LP1	SAN DIEGO CNTY 3.248% 04/01/48	76,000,000.00	50,501,209.65
799038GH1	SAN MATEO CNTY 0.000% 09/01/33	880,000.00	708,180.00
79904NGR5	SAN MATEO CNTY 4.250% 07/15/52	4,000,000.00	4,079,916.67
83412PFX5	SOLANO CALIF C 3.094% 08/01/39	6,250,000.00	5,394,285.76
882854B92	TEXAS WTR DEV 4.000% 10/15/52	1,900,000.00	1,745,232.33
889855K35	TOMBALL TEX IN 4.000% 02/15/44	6,300,000.00	6,307,434.00
914437UT3	UNIVERSITY MAS 3.504% 11/01/44	7,210,000.00	5,845,670.93
914440QX3	UNIVERSITY MAS 4.000% 11/01/44	7,150,000.00	7,068,029.22
915217XE8	UNIVERSITY VA 2.974% 09/01/49	4,000,000.00	2,846,682.89
917567FV6	UTAH TRAN AUTH 2.970% 12/15/39	4,500,000.00	2,826,299.20
92778WLN4	VIRGINIA COLLE 2.650% 09/01/46	14,000,000.00	9,933,136.11
93974D6V5	WASHINGTON ST 5.000% 02/01/40	395,000.00	419,938.11
93974D6Y9	WASHINGTON ST 5.000% 02/01/43	3,750,000.00	3,963,691.67
93974EBV7	WASHINGTON ST 5.000% 06/01/41	850,000.00	891,316.61
93974EBY1	WASHINGTON ST 5.000% 06/01/44	2,000,000.00	2,085,575.56
940157UL2	WASHINGTON SUB 3.000% 06/01/27	3,900,000.00	3,910,010.00
940157UN8	WASHINGTON SUB 3.000% 06/01/29	8,000,000.00	8,019,493.33
940157UP3	WASHINGTON SUB 3.000% 06/01/30	2,500,000.00	2,502,766.67
940157UQ1	WASHINGTON SUB 3.000% 06/01/31	700,000.00	698,471.67

TOTAL MKT VALUE 352,393,222.46



BNY MELLON

BROKER DEALER SERVICES DIVISION
PRICING, INDICATIVE DATA AND OTHER DISCLOSURES

The prices of financial assets and indicative data reported or reflected in reports furnished by the Broker Dealer Services Division (BDS) of The Bank of New York Mellon (BNYM) generally are provided by data providers and ratings agencies ("vendors") used by BDS in the ordinary course of business. Trust receipts will be valued based on the face amount of the underlying financial assets, as set forth therein. Prices and indicative data are not independently verified, and may contain errors or omissions.

With respect to certain newly issued financial assets, if vendors do not provide prices, such financial assets will be valued at par or the new issue price for up to three business days. Thereafter, such financial assets will be valued at zero.

With respect to certain financial assets other than new issues, vendors may not provide prices and may not update prices previously provided on a regular basis. If vendors do not provide prices or update previously reported prices within three business days, such financial assets will be valued at zero, unless other arrangements are agreed in writing.

Notwithstanding the foregoing, certain hard-to-price, thinly traded or illiquid financial assets are valued monthly with no adjustment during the interim period (details are available upon request by contacting BDS).

Although BNYM will not utilize prices obtained from brokers or dealers in providing services, BNYM may obtain from any broker or dealer prices and other information and data such as offering memoranda, observable and non-observable information and assumptions in order to assist BNYM's vendors in determining prices of particular financial assets.

With respect to certain financial assets that are not widely held or regularly traded, vendors may report prices based on valuation models which reflect underlying non-observable assumptions that may not be accurate or complete and such models and/or prices may not be regularly adjusted.

The prices reported by BDS may differ from the prices reported or used by other divisions of BNYM or its subsidiaries or affiliates, and such differences may or may not be material. Margin values reported in connection with triparty transactions may differ from margin values used by BNYM for its own account or for the account of its subsidiaries, affiliates or other clients.

Unless otherwise agreed in writing, financial assets held as collateral may include financial assets in default, provided that the prices of such financial assets are made available to BNYM by a vendor which BNYM uses generally for valuing such financial assets.



BNY MELLON

Unless otherwise agreed in writing, financial assets held as collateral may include financial assets issued by your transaction counterparty or its subsidiaries or affiliates.

Average Traded Volume data is obtained from primary or secondary securities exchanges.

Market data, which is subject to availability, may or may not be current.

The information reported or reflected herein is proprietary to its suppliers and is for your internal use only. It may not be copied, reproduced, published, posted, transmitted, displayed, stored, modified, sublicensed, transferred, disclosed or distributed or used for any purpose without BNYM's express written permission or that of its vendors or other third parties, as applicable.

REPORTED PRICES, WHETHER PROVIDED BY VENDORS OR OTHERWISE OBTAINED AS DESCRIBED HEREIN, MAY NOT REFLECT THE ACTUAL AMOUNT THAT CAN BE REALIZED UPON THE SALE OF PARTICULAR FINANCIAL ASSETS.

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Issue Date: May 1, 2026

LOC No.: 586221

Beneficiary: City of Fargo
225 4th St. N
Fargo, ND 58102-4817

Ladies and Gentlemen:

For the account of U.S. Bank National Association, CINCINNATI, OH, we hereby authorize you to draw on us at sight up to an amount of \$5,000,000.00.

This letter of credit is irrevocable, unconditional and nontransferable.

Drafts drawn under this letter of credit must be accompanied by the original letter of credit and be presented in substantially the form attached as Exhibit A, at the office identified below by an authorized officer of the beneficiary no later than 2:00 P.M., Cincinnati time, on Monday, November 02, 2026.

This letter of credit sets forth in full the terms of our obligations to you, and such undertaking shall not in any way be modified or amplified by any agreement in which this letter is referred to or to which this letter of credit relates, and any such reference shall not be deemed to incorporate herein by reference any agreement.

We engage with you that multiple drafts drawn under and in compliance with the terms of this letter of credit will be duly honored at the Credit Department of the Federal Home Loan Bank of Cincinnati, 221 East Fourth Street, Cincinnati, Ohio 45202.

This letter of credit is subject to the Uniform Customs and Practice for Documentary Credits (2007 Revision), International Chamber of Commerce Publication 600.

Sincerely,

A handwritten signature in blue ink, appearing to read "James C. Frondorf".

James C. Frondorf
SVP, CCO

A handwritten signature in blue ink, appearing to read "J. Bradley Baker".

J. Bradley Baker
VP, Credit Services

c: Corinne M Yerigan O'Neil
U.S. Bank National Association



FINANCE OFFICE
225 4th Street North
Fargo, ND 58102
Phone: (701) 241-1333
www.FargoND.gov

13

TO: Board of Commissioners
FROM: Susan Thompson, Director of Finance
RE: FAHR Staff meeting – Items for Commission Review/Approval
DATE: 8/27/2026

Receive & File: General Fund Sales Tax Update – As of August 21, 2026

Action Needed: Various Financial Approvals
FAHR endorsed the respective departments' requests for City Commissions approval. Reports of Action, along with supporting schedules, are included.

Approval:

Public Health – Grant Amendment; End Date – G25.003B CFDA93.069
Public Health – Grant Amendment; End Date – G25.014B CFDA93.069
Central Garage – Fall 2026 City Surplus Auction Resolution

Financial:

Facilities – Task Order #9 – KJ for GTC Site Observation & Evaluation

City of Fargo
 Comparative Sales Tax Analysis of All Sales Tax Revenue - ACCRUAL BASIS
 Data as of 8/20/2026

					2% Sales Tax				
Payment Date	Collection Month	County Amount	County Collections	County Growth %	PSST Amount	Infra & FC Amount	Infra & FC Collections Total Amount	City Total Amount	City Growth %
			12,423,714.93	14.93%			35,008,511.83	39,384,575.79	8.64%
	Dec-26	-			-	-			
	Nov-26	-			-	-			
	Oct-26	-			-	-			
	Sep-26	-			-	-			
	Aug-26	-			-	-			
	Jul-26	-			-	-			
8/21/2026	Jun-26	2,622,745.68			920,555.73	7,364,445.85			
7/22/2026	May-26	2,521,481.29			842,911.06	6,743,288.50			
6/22/2026	Apr-26	1,624,663.49			568,289.22	4,546,313.81			
5/21/2026	Mar-26	2,106,649.76			753,481.55	6,027,852.45			
4/22/2026	Feb-26	1,991,327.23			736,819.60	5,894,556.81			
3/21/2026	Jan-26	1,556,847.48			554,006.80	4,432,054.41			
			23,236,103.87	-0.29%			68,274,579.41	74,935,830.45	-2.22%
2/23/2026	Dec-25	2,153,670.99			814,634.22	6,517,073.77			
1/23/2026	Nov-25	2,416,687.95			869,473.49	6,955,787.93			
12/19/2025	Oct-25	1,397,583.64			528,563.25	4,228,506.01			
11/24/2025	Sep-25	2,379,895.75			836,408.75	6,691,270.01			
10/21/2025	Aug-25	2,281,923.54			835,497.50	6,683,979.99			
9/22/2025	Jul-25	1,796,292.91			622,825.54	4,982,604.32			
8/21/2025	Jun-25	2,270,466.69			803,789.60	6,430,316.85			
7/22/2025	May-25	2,053,576.19			749,363.21	5,994,905.70			
6/20/2025	Apr-25	1,616,213.54			600,695.48	4,805,564.00			
5/21/2025	Mar-25	1,698,986.33				5,424,656.49			
4/23/2025	Feb-25	1,477,568.31				4,523,059.23			
3/21/2025	Jan-25	1,693,238.03				5,036,855.11			
2/21/2025	Dec-24	2,207,030.88	23,304,345.12	0.86%		6,626,714.99	69,824,744.71		0.83%
1/21/2025	Nov-24	2,281,112.22				6,540,733.39			
12/20/2024	Oct-24	1,764,529.62				5,342,358.63			
11/22/2024	Sept-24	2,257,740.11				6,622,406.84			
10/21/2024	Aug-24	2,088,361.27				6,284,633.45			
9/21/2024	July-24	1,746,626.42				5,168,111.30			
8/21/2024	June-24	2,659,707.17				7,859,913.01			
7/22/2024	May-24	1,348,902.41				4,252,926.43			
6/24/2024	Apr-24	1,759,660.73				5,404,517.72			
5/21/2024	Mar-24	2,276,388.27				6,980,911.25			
4/22/2024	Feb-24	1,023,591.77				3,163,097.74			
3/21/2024	Jan-24	1,890,694.25				5,578,419.96			
2023 Collections			23,106,462.71	8.18%			69,250,461.96		4.02%
2022 Collections			21,358,922.89	-2.56%			66,571,120.26		4.28%
2021 Collections			21,920,710.74	31.11%			63,840,810.53		29.90%
2020 Collections			16,719,327.13	0.30%			49,146,842.57		-5.00%
2019 Collections			16,670,136.34	6.04%			51,732,824.69		7.36%
2018 Collections			15,720,221.20				48,185,965.90		
2017 Collections			2,796,024.89						
Totals Since 2019			\$ 177,255,970				\$ 530,877,918		

**Report of Action:
FAHR Meeting of August 24, 2026**

☐ Purchase Policy
☐ Budget Adjustment/Reallocation
☐ Personnel Request
☒ Other Financial

Department: Fargo Cass Public Health

Net Financial Impact: \$0

Description: See attached memo. Fargo Cass Public Health request approval to amend end date to Public Health Emergency Preparedness Grant number G25.003B CFDA 93.069.

At their meeting, FAHR endorsed this request.

Suggested Motion:

Approve the notice of grant award amendment from the ND Department of Health and Human Services for grant number G25.003B CFDA 93.069.



**Fargo Cass
Public Health**
Prevent. Promote. Protect.

FARGO CASS PUBLIC HEALTH

ADMINISTRATION

1240 25th Street South

Fargo, ND 58103-2367

Phone 701.241.1360

FargoCassPublicHealth.com

MEMORANDUM

TO: FAHR/BOARD OF CITY COMMISSIONERS

FROM: JENN FAUL *JF*
DIRECTOR OF PUBLIC HEALTH

DATE: AUGUST 24, 2026 AGENDA

**RE: NOTICE OF GRANT AWARD AMENDMENT EMERGENCY
PREPAREDNESS – EPR STATEWIDE RESPONSE TEAM TO
AMEND PREVIOUS GRANT END DATE
NO: G25.003B CFDA: 93.069
FUNDS: NO CHANGE
EXPIRES: 12/31/2026**

The attached grant award amendment from North Dakota Department of Health and Human Services is for extending the end date of the grant to 12.31.2026.

NO BUDGET ADJUSTMENTS

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

Suggested Motion:

Move to approve this notice of grant award amendment from the 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 G25.003B	CFDA Name Public Health Emergency Preparedness		CFDA Number 93.069
FAIN Number NU90TU000004	Grant Type (Check One) ☒ Program ☐ R&D	Grant Start Date 7/1/2025	Grant End Date 12/31/2026
Federal Award Date 6/25/2025	Federal Awarding Agency Department of Health and Human Services		
This award is not effective, and expenditures related to this award should not be incurred until all parties have signed this document.			
Title of Project/Program PHEP – EPR Statewide Response Team		North Dakota Department of Health and Human Services (NDDHHS) Project Code 6611S327-OC-00-31	
Grantee Name Fargo Cass Public Health		Project Director Tim Wiedrich	
Address 1240 – 25 th Street South		Address 1720 Burlington Drive, Suite A	
City/State/ZIP Code Fargo, ND 58103-2367		City/State/ZIP Code Bismarck, ND 58504	
Contact Name Jenn Faul		Contact Name Juli Sickler	
Telephone Number 701-241-1360		Telephone Number 701-328-2293	
Email Address jfaul@FargoND.gov		Email Address jsickler@nd.gov	
	NDDHHS Cost Share	Grantee Cost Share	Total Costs
Amount Awarded	\$0	\$0	\$0
Previous Funds Awarded	\$220,105	\$0	\$220,105
Total Funds Awarded	\$220,105	\$0	\$220,105
Indirect Rate (Check One)	☒ Subrecipient waived indirect costs	☐ De minimis rate of % (limited to 15%)	☐ Negotiated/Approved rate of %
Scope of Service This amendment extends the end date from June 30, 2026, to December 31, 2026.			
Reporting Requirements A year-end progress report, as prescribed by the North Dakota Department of Health and Human Services (NDDHHS), must be submitted by January 31, 2027. All other reporting requirements of the original agreement remain the same.			
Special Conditions All special Conditions of the original agreement remain the same.			
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 08/17/2026	Signature 	Date	Signature
Typed Name/Title of Authorized Representative Jenn Faul, Director of Public Health		Typed Name/Title of Authorized Representative Tim Wiedrich, Director Health Response and Licensure	
Date	Signature	Date	Signature
Typed Name/Title of Authorized Representative Joshua A. Boschee, Mayor, City of Fargo		Typed Name/Title of Authorized Representative Donna Aukland, Chief Financial Officer	
ATTEST: _____ Angie Bear, Deputy City Auditor, on behalf of 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.

Report of Action:
FAHR Meeting of August 24, 2026

☐ Purchase Policy
☐ Budget Adjustment/Reallocation
☐ Personnel Request
☒ Other Financial

Department: Fargo Cass Public Health

Net Financial Impact: \$0

Description: See attached memo. Fargo Cass Public Health request approval to amend end date to Public Health Emergency Preparedness Grant number G25.014B CFDA 93.069.

At their meeting, FAHR endorsed this request.

Suggested Motion:

Approve the notice of grant award amendment from the ND Department of Health and Human Services for grant number G25.014B CFDA 93.069.



**Fargo Cass
Public Health**
Prevent. Promote. Protect.

FARGO CASS PUBLIC HEALTH

ADMINISTRATION
1240 25th Street South
Fargo, ND 58103-2367
Phone 701.241.1360

FargoCassPublicHealth.com

MEMORANDUM

TO: FAHR/BOARD OF CITY COMMISSIONERS

FROM: JENN FAUL *JF*
DIRECTOR OF PUBLIC HEALTH

DATE: AUGUST 24, 2026 AGENDA

**RE: NOTICE OF GRANT AWARD AMENDMENT EMERGENCY
PREPAREDNESS -ALL HAZARDS TO AMEND PREVIOUS
GRANT END DATE.
NO: G25.014B CFDA: 93.069
FUNDS: NO CHANGE
EXPIRES: 12/31/2026**

The attached grant award amendment from North Dakota Department of Health and Human Services is for extending the end date of the grant to 12.31.2026.

NO BUDGET ADJUSTMENTS

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

Suggested Motion:

Move to approve this notice of grant award amendment from the 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 G25.014B	CFDA Name Public Health Emergency Preparedness		CFDA Number 93.069
FAIN Number NU90TU000004	Grant Type (Check One) ☒ Program ☐ R&D	Grant Start Date 7/1/2025	Grant End Date 12/31/2026
Federal Award Date 6/25/2025	Federal Awarding Agency Department of Health and Human Services		
This award is not effective, and expenditures related to this award should not be incurred until all parties have signed this document.			
Title of Project/Program PHEP – EPR All Hazards Allocation		North Dakota Department of Health and Human Services (NDDHHS) Project Code 6611S327-OC-00-31	
Grantee Name Fargo Cass Public Health		Project Director Tim Wiedrich	
Address 1240 25 th Street South		Address 1720 Burlington Drive, Suite A	
City/State/ZIP Code Fargo, ND 58103-2367		City/State/ZIP Code Bismarck, ND 58504	
Contact Name Jenn Faul		Contact Name Juli Sickler	
Telephone Number 701-241-1360		Telephone Number 701-328-2293	
Email Address jfaul@FargoND.gov		Email Address jsickler@nd.gov	
	NDDHHS Cost Share	Grantee Cost Share	Total Costs
Amount Awarded	\$0	\$0	\$0
Previous Funds Awarded	\$17,232	\$0	\$17,232
Total Funds Awarded	\$17,232	\$0	\$17,232
Indirect Rate (Check One)	☒ Subrecipient waived indirect costs	☐ De minimis rate of % (limited to 15%)	☐ Negotiated/Approved rate of %
Scope of Service This amendment extends the end date from June 30, 2026, to December 31, 2026.			
Reporting Requirements A year-end progress report, as prescribed by the North Dakota Department of Health and Human Services (NDDHHS), must be submitted by January 31, 2027. All other reporting requirements of the original agreement remain the same.			
Special Conditions All special Conditions of the original agreement remain the same.			
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 08/17/2026	Signature 	Date	Signature
Typed Name/Title of Authorized Representative Jenn Faul, Director of Public Health		Typed Name/Title of Authorized Representative Tim Wiedrich, Director Health Response and Licensure	
Date	Signature	Date	Signature
Typed Name/Title of Authorized Representative Joshua A. Boschee, Mayor, City of Fargo		Typed Name/Title of Authorized Representative Dirk D. Wilke, J.D., M.B.A., Executive Director of Public Health	
ATTEST: _____ Angie Bear, Deputy City Auditor, on behalf of 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.

Report of Action:
FAHR Meeting of August 24, 2026

☐	Purchase Policy
☐	Budget Adjustment/Reallocation
☐	Personnel Request
☒	Other Financial

Department: Central Garage

Net Financial Impact: \$0

Description: See attached Memo. Central Garage requests the authorization hold Fall 2026 City of Fargo Surplus Auction through Steffes Group, the City's contracted auction provider. The online auction will include retired City fleet vehicles, equipment along with impounded vehicles. This auction is scheduled for October 6 – 13, 2026.

At their meeting, FAHR endorsed this request.

Suggested Motion:

Approve the resolution authorizing the Fall 2026 City of Fargo Surplus Auction, including retired City fleet, equipment and impound vehicles, through Steffes Group, the City's contracted auction provider.



FLEET MANAGEMENT, FORESTRY
STREETS & SEWERS
WATERMAINS & HYDRANTS

402 23rd Street North

Fargo, ND 58102

Phone: 701.241.1453 | Fax: 701.241.8100

FargoND.gov

August 17, 2026

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

RE: Online Public Auction for City of Fargo Surplus

Commissioners:

Per Municipal Code 3-0105, Sale or Leasing of City-Owned Property, the City of Fargo Finance Department and Public Works Department request approval of a resolution authorizing the Fall 2026 City of Fargo Surplus Property Sale via an online public auction. Sale items are primarily vehicles that are no longer serviceable or have exceeded their useful life. The auction will be conducted by Steffes Group, who was awarded a contract to conduct City of Fargo public auctions by the City Commission on May 12, 2025. The fall auction will open October 6, 2026, and close on October 13, 2026.

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

SUGGESTED MOTION:

Approve resolution authorizing an online public auction for City of Fargo surplus personal property through Steffes Group, with online auction dates October 6 through October 13, 2026.

Respectfully Submitted,

Tom HallGanje
Fleet Purchasing Manager

COMMISSIONER _____ introduced the following resolution and moved its adoption:

RESOLUTION AUTHORIZING SALE OF PROPERTY

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

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

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

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

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

1. The City does not have a present or future use for the Subject Property; and
2. The aggregate value of the Subject Property is estimated to be more than \$5,000; and
3. The City engaged in a competitive bidding process and has selected Steffes Group for purposes of conducting a public auction on the city of Fargo's behalf. A full and complete list of all items subject to auction will be completed on or before Friday, October 2, 2026, and such list shall be included on the Steffes Group website: www.steffesgroup.com; and
4. Anyone interested in bidding on any of the Subject Property may do so through the online public bidding process.

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

Josh Boschee, Mayor

ATTEST:

Susan Thompson, City Auditor

Report of Action:
FAHR Meeting of August 24, 2026

☐ Purchase Policy
☐ Budget Adjustment/Reallocation
☐ Personnel Request
☒ Other Financial

Department: Facilities

Net Financial Impact: \$20,000

Description: See attached Memo. Due to structural concerns identified at the Ground Transportation Center (GTC), the City authorized KLJ to provide immediate site observation, evaluation, and engineering support while City staff developed and implemented plans to relocate departments from the facility. The work included project coordination, site visits, and structural analysis necessary to monitor conditions at the GTC during this transition.

This work was initiated as an emergency purchase due to the time-sensitive nature of the structural concerns and has been completed as of 8/28/2026. Task Order #9 in the amount of \$20,000, is being presented to formally document the services performed and provide the vendor with the required authorization to issue its invoice.

Following the meeting, FAHR endorsed this request.

Suggested Motion:

Approve Task Order #9 with KLJ in the amount of \$20,000 for emergency site observation, evaluation, and engineering services completed at the Ground Transportation Center (GTC).

Memorandum

To: Members of PWPEC
From: Bekki Majerus, Director of Facilities Management
Date: August 24, 2026
Re: Project No. MS-23-A0 Task Order No. 9 with KLJ
GTC Site Observation & Evaluation

Background:

KLJ has been working with the City of Fargo on improvements to the Ground Transportation Center (GTC) Site which includes the GTC, Municipal Court, and Underground Parking Garage. Improvements have included interior renovations and exterior improvements to the buildings as well as concrete deck overlay replacement. During the last phase of construction, the concrete overlay replacement identified underlying concerns with the integrity of the P/T deck. Several P/T tendons were found to be loose or broken and in need of repairs. The deck was shut down to all traffic when the extent of the issues was identified to allow the City to determine how to proceed with future investments.

At the City's request, KLJ and Kimley-Horn prepared a memo in April 2026 which provided alternatives for the site ranging from temporary shoring, repair and relocation. One of the options was to continue to operate as is (Option #0). This option noted additional structural analysis would be required and shoring of the structure would likely be needed. This option also noted "visual observations of the deck do NOT show signs of imminent structural failure.

However, it would be irresponsible to assume the structure will continue to perform for any measurable time".

During a meeting and walkthrough of the site with members of City Leadership and KLJ on July 23, 2026, to review existing conditions and discuss the options, another ruptured P/T tendon was discovered in parking garage. Upon discovery of the ruptured P/T tendon, KLJ informed the City they needed to vacate the property or provide temporary shoring until decisions were made. KLJ noted the potential costs of the temporary shoring, required to delay relocation 6-12 months, would likely range between \$300,000 and \$500,000. In addition, the installation of temporary shoring would result in disruptions to operations. The decision was made by City Staff the same day to relocate operations within 30 days.

The City is now requesting KLJ to continue services including project management and coordination, site visits and further analysis to determine the potential structural capacity in a scenario where the P/T tendons are no longer viable (Partial demolition of the deck while preserving the facilities at street level).

The full Scope of Services is included in Exhibit A.

Recommended Motion:

Approve Task Order #9 in the amount of \$20,000 for KLJ to complete the GTC Site Observation & Evaluation.

Attachments

EXHIBIT A

GTC Site Observation & Evaluation Fargo, ND

Scope of Services

Background:

KLJ has been working with the City of Fargo on improvements to the Ground Transportation Center (GTC) Site which includes the GTC, Municipal Court, and Underground Parking Garage. Improvements have included interior renovations and exterior improvements to the buildings as well as concrete deck overlay replacement. The GTC and Municipal Court Buildings are supported by the Underground Parking Garage, which is constructed of cast in place concrete columns/foundation walls and a post-tensioned (P/T) concrete beam and slab system (i.e. deck). During the last phase of construction, the concrete overlay replacement efforts identified underlying concerns with the integrity of the P/T deck. Several P/T tendons were found to be loose or broken and in need of repairs. The deck was shut down to all traffic when the extent of the issues was identified to allow the City to determine how to proceed with future investments.

At the City's request, KLJ and Kimley-Horn prepared a memo in April 2026 which provided alternatives for the site ranging from temporary shoring, repair and relocation. One of the options was to continue to operate as is (Option #0). This option noted additional structural analysis would be required and shoring of the structure would likely be needed. This option also noted "visual observations of the deck do NOT show signs of imminent structural failure. However, it would be irresponsible to assume the structure will continue to perform for any measurable time".

During a meeting and walkthrough of the site with members of City Leadership and KLJ on July 23, 2026, to review existing conditions and discuss the options, another ruptured P/T tendon was discovered in parking garage. Upon discovery of the ruptured P/T tendon, KLJ informed the City they needed to vacate the property or provide temporary shoring until decisions were made. KLJ noted the potential costs of the temporary shoring, required to delay relocation 6-12 months, would likely range between \$300,000 and \$500,000. In addition, the installation of temporary shoring was likely to result in disruptions to operations. The decision was made by City Staff the same day to relocate operations within 30 days.

Due to the changing conditions at the GTC Site observed on July 23, 2026, the City has requested the following services of KLJ.

Scope of Services:

Task 1: Project Management & Coordination

1. Execute and administer contracts with City of Fargo.
2. Review and prepare monthly invoices.
3. Monitor scope, schedule and budget. Prepare contract amendments as necessary to address changes to scope, schedule and budget.

4. Coordination with City staff.
5. Attend meetings as requested to assist City staff with discussions with City Leadership.
These include:
 - a. Individual meetings with City Commissioners (2)
 - b. City Finance Committee Meeting (1)
6. Deliverables:
 - a. Contract
 - b. Monthly Invoices
 - c. Presentation Materials for Meetings

Task 2: Site Visits

1. Conduct daily site visits, Monday – Friday, of the site. These observations will be focused on identifying additional ruptured P/T tendons. Site visits are anticipated July 27 – August 28, 2026.
2. Deliverables:
 - a. If additional ruptured P/T tendons are identified, City staff will be notified.

Task 3: Analysis

1. Conduct an evaluation of the deck to identify the potential structural capacity of the deck assuming the P/T tendons are no longer viable. The mild steel reinforcing detailed on the original (1982) structural drawings will be considered in the evaluation of the potential structural capacity of the deck.
2. Deliverables:
 - a. Memorandum summarizing the analysis and findings.

Services Not Included:

1. Monitoring cracks, spalls, settlement and other pre-existing conditions present at the GTC Site.
2. Structural assessment of the facilities located at the GTC Site, including the GTC, Municipal Court, and Underground Parking Garage.
3. Design of temporary shoring or permanent repairs for the facility.
4. Analysis beyond what is described herein.

In accordance with paragraph 1.1 of the Task Order Agreement between Owner and Engineer for Master Professional Services, dated January 11, 2023 ("Agreement"), Owner and Engineer agree as follows:

1. Specific Project Data

- A. Project Title: GTC Site Observation and Evaluation
- B. Description: Refer to Exhibit A for task order description.

2. Services of Engineer

Services to be completed by the Engineer are as specified in Exhibit A.

3. Owner's Responsibilities

Owner shall have those responsibilities set forth in Master Services Agreement dated January 11, 2023.

4. Times for Rendering Services

Phase	Completion Date
Project Management & Coordination	August 28, 2026
Site Visits	August 28, 2026
Analysis	August 28, 2026

5. Payments to Engineer

- A. Owner shall pay Engineer for services rendered as follows:

Phase	Compensation Method	Lump Sum, or Estimate of Compensation for Services
Project Management & Coordination	Hourly	\$6,200
Site Visits	Hourly	\$8,000
Analysis	Hourly	\$5,800
		Total Services = \$20,000

- B. The terms of payment are set forth in Article 3 of the Master Services Agreement. Engineer may alter the distribution of compensation between individual phases of the work noted herein to be consistent with services actually rendered but shall not exceed the total estimated compensation amount unless approved in writing by Owner.

6. Attachments**Exhibit A – Engineer’s Scope of Services**

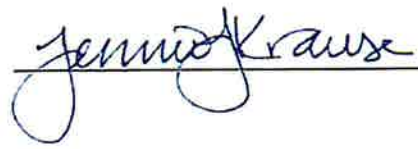
Terms and Conditions: Execution of this Task Order by Owner and Engineer shall make it subject to the terms and conditions of the **Agreement**, which is incorporated by this reference. Engineer is authorized to begin performance upon its receipt of a copy of this Task Order signed by Owner.

The Effective Date of this Task Order is July 21, 2026.

Owner:

Engineer:

By: _____

By: 

Name: _____

Name: Jennie Krause

Title: _____

Title: Associate VP, Planning & Engineering Services

Designated Representative for Task Order:

Designated Representative for Task Order:

Name: _____

Name: Cassie McNames

Title: _____

Title: Senior Project Manager**Approval Requirements**

\$15,000 or less – City Engineer

\$15,001 - \$150,000 – PWPEC

Over \$150,000 – PWPEC & Commission

**TRANSIT
OFFICE****TRANSIT OFFICE**650 23RD St. N.

Fargo, ND 58102

Phone: 701.241.8140 | Fax: 701.241.8558
FargoND.gov

August 31, 2026

Board of City Commissioners

City Hall – 225 4th St N

Fargo, ND 58102

RE: Cutaway Bus Purchase (2) – PBC27004

Dear Commissioners:

MATBUS is requesting approval to purchase two new 2027 Ford E-450 cutaway vehicles with Diamond 2200 bodies. The vehicles will be utilized for the new Microtransit service being provided by MATBUS in Moorhead beginning in 2027.

The vehicles will be purchased from Foreman Sales & Service, Inc. utilizing North Dakota State Contract 300 – 15 Passenger Cutaway (Including Driver). The purchase price is \$138,668 per vehicle, for a total project cost of \$277,336. The State contract provides for the purchase of ADA-accessible cutaway vehicles designed for transit service.

The City of Fargo will administer the Federal Transit Administration (FTA) grant that will fund the federal portion of the vehicle purchase. The City of Moorhead will provide the required local share for the project. No City of Fargo local funds will be required for the purchase.

The addition of these vehicles will provide the dedicated vehicle capacity necessary to support the implementation of Moorhead's new Microtransit service and expand flexible public transportation options within the community.

Funding

Total Purchase: \$277,336

Federal Share: FTA grant funds administered by the City of Fargo

Local Share: City of Moorhead

City of Fargo Local Share: \$0

Recommendation

Staff recommends approval of the purchase of two microtransit vehicles from Foreman Sales & Service, Inc. through North Dakota State Contract 300 in the amount of \$277,336, with the City of Fargo administering the applicable FTA grant funds and the City of Moorhead providing the required local share.

Sincerely,

Jordan Smith

Assistant Transit Director – Fleet and Facilities

City of Fargo

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Bus Order Agreement

Date: 8/24/2026
 Sales Rep: Edward Johnson

Quote ID # or Stock #: _____

Bid Type: _____

Customer Name: MATBUS

Address: 650 23rd St N. Fargo, ND 58102

Contact Name: Jordon Smith Email Address: jmsmith@matabus.com

Phone Number: 701-476-5940 Fax Number: _____

Financing: YES NO Lender: _____

Be it known that (Buyer) MATBUS agrees to purchase from Foreman Sales & Service Inc. the following described items as listed below and any attachments:

Qty	Description	Unit Price	Total Price
2	NEW 2027 Ford E450 on Diamond 2200 Body 3 w/c postions	\$138,668.00	\$277,336.00
	6 foldaway seats		\$0.00
			\$0.00
	Less Trade-In Value (Total of All Trades, As Itemized Below)	\$0.00	\$0.00
			\$0.00
			\$0.00
		*Total Bid Price:	\$277,336.00
		*Plus Applicable Tax, Title, Plate, Transfer, and Doc Fees	
Type of Plates:	45 day	*Foreman Sales & Service does not take responsibility for arise in cost of materials, thus raising the bus price.	
Tax Exempt?:	YES		

Trade-In Information

Plate #	VIN Number	Year / Make / Model, Mileage, Engine, Capacity, Brakes, Transmission	Trade-In Value

Comments / Additional Information: _____

Accepted By: _____
 (Foreman Sales)
 Sales Rep

 8/24/2026
 (Date)

 (Authorized Buyer Representative)

 (Title)

 (Date)

All Pricing Is Valid for 10 Days Or Availability Of Quoted Stock Unit(s) At The Time Of Purchase. Buyer Will Pay For Any Equipment Or Performance Changes, Modifications, Chassis or Body Price Increases, or Additions Required By Any Changes In Such Laws or Regulations Subsequent To The Date Hereof At The Increased Cost To The Seller.



PIGGYBACK PURCHASE REQUEST FORM (PBC)

Requested by:	Jordan Smith	Department:	Transit
Date of Request:	8/25/2026	Phone Number:	701-476-5940
E-mail:	jmsmith@fargond.gov		
Dept Head Signature:		Estimated Amount of Purchase:	\$280,000

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:

Purchase of two (2) Diamond Coach Cutaway buses.

Provide source of existing State contract and Contract number:

ND State Contract 300-FORE

Is a Vendor contract required? Yes ☒ No ☐

Vendor Name: Foreman Bus Sales

Address: 1602 N Broadway Ave PO Box 351

City: Miller **State:** SD **Zip Code:** 57373

Contact Person: Ed Johnson **Title:** Sales Representative

Telephone: 605-216-3830 **Email:** edwardj@foremanbus.com

Purchasing Manager Approval:



Piggyback (PBC) Number:

PBC27004

Service Provider: The CONTRACTOR must provide a dedicated service provider to support for this contract. During the contract term, the CONTRACTOR shall notify the Procurement Officer if CONTRACTOR's service provider changes.

Sales Representative: The CONTRACTOR must provide a dedicated sales representative to provide support for this contract. The sales representative will be required periodically visit ordering agencies to provide information regarding products available under the contract and assistance with order placement. During the contract term, the CONTRACTOR shall notify the Procurement Officer if the CONTRACTOR's sales representative changes.

Service Provider/ Sales Representative Name:	Istate, Inc. / Edward Johnson
Address:	3955 Miriam Ave
City & State & ZIP	Bismarck, ND 58501-7928
Phone Number:	(605) 853-2708
Cell Phone Number:	(605) 216-3830
Toll Free Number:	
E-Mail Address:	
Fax Number:	

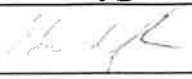
OFFEROR INFORMATION AND SIGNATURE

By submitting a Bid Response, the Offeror agrees to sell, furnish, and deliver to the STATE all commodities and services contained in this Invitation for Bid for which a contract is awarded by the STATE. The Offeror shall fully perform the contract in accordance with all the specifications, requirements, terms, and conditions, and shall comply with all applicable provisions of the North Dakota Century Code, including chapters 54-44.4, 46-02, and 44-08, and North Dakota Administrative Code Chapter 4-12, made part of the Invitation for Bid and resultant contract by reference.

Written acceptance of the Bid Response by the STATE constitutes a binding contract made and entered into by and between the State of North Dakota, acting through the Purchasing Agency, and the Offeror named below. Written acceptance may be made by execution of a contract, purchase order, or order using a state purchasing card.

NOTICE. All notices or other communications required under this Contract must be given by registered or certified mail and are complete on the date postmarked when addressed to the parties identified herein. Notice provided under this provision does not meet the notice requirements for monetary claims against the STATE found at N.D.C.C. § 32-12.2-04.

Offeror/Contractor Name:	Foreman Sales and Service, Inc.	
Contractor Federal Employer Identification Number (FEIN)	46-0413017	
Offeror Street Address/ P.O. Box:	1602 N Broadway Ave PO Box 351	
City, State ZIP:	Miller, SD 57373	
Contact Name:	Edward Johnson	
Contact Title:	Sales Director	
Telephone Number:	Cell (605) 216-3830	Office (605) 853-2708

Email:	edwardj@foremanbus.com
Authorized Representative Signature:	
Date:	4/13/26

**STATE OF NORTH DAKOTA
BID ACCEPTANCE AND CONTRACT AWARD**

The parties to this contract (Contract) are the state of North Dakota, acting through the Purchasing Agency (STATE), and the above-named Offeror (CONTRACTOR). This Contract is not effective until fully executed by both parties. If no start date is specified in the Term of Contract, the most recent date of signatures of the parties shall be deemed the Effective Date.

NOTICE. All notices or other communications required under this Contract must be given by registered or certified mail and are complete on the date postmarked when addressed to the parties identified herein. Notice provided under this provision does not meet the notice requirements for monetary claims against the STATE found at N.D.C.C. § 32-12.2-04.

Acting through its Purchasing Agency:	State Procurement Office
BY: (Signature)	
Printed Name:	Chad Keech
Title:	Senior State Procurement Officer
Date:	6/17/2026

ATTACHMENT 3 - BID RESPONSE WORKSHEET					
North Dakota State Contract 300 - 15 Passenger Cutaway (Including Driver)					
Bidder is required to complete the non shaded response spaces. Do not change the format. Bidder must include a three (3) mock invoices of proposed vehicle for each layout options 10.2.1, 1.B and 1.C. Mock invoice must include an itemized list of all costs associated including any discounts.					
The pricing for optional equipment will not be used in evaluation of the bid; however, these specified options must have a response if applicable.					
Bidder Name :					
ITEM	EST. QTY	UNIT	Brief Description	Current Model Year/Make	Price Per Unit
1	25	Each	15 Passenger Cutaway Vehicle (as listed in Attachment 1- Vehicle Specification) Floor Plan 10.2.1	2200 VIP 2026	\$135,382
Optional Equipment:			Details:	Price per Statewide Vehicle Specification	
1.B	1	Each	Floor Plan Option B	2200 VIP 2026	\$135,804
1.C	1	Each	Floor Plan Option C	2200 VIP 2026	\$137,905
2	1	Per Layout	Stainless Steel Wheel Covers and Trim (DRW Only)		\$462
3	1	each	Spare Wheel- Shipped Loose		\$561
4	1	Each	Fuel System - Install wire/cable between the fuel neck to and OB II connector for addition of AIM II FuelMaster system by Purchasing Agency		\$440
5	1	Each	Grocery Rack A (56" tall 2-shelf grocery rack)		\$3,650
6	1	Each	Grocery Rack B (Over wheel-well 2 shelf grocery rack)		\$3,650
7	1	Each	Grocery Rack C (Co-Pilot area)		\$3,650
8	1	Each	Grocery Rack D (2-shelf grocery rack mounted behind driver)		\$3,650
9	1	Each	Two (2) Rear Tow Hooks - Installed on the rear of bus.		\$98
10	1	System	REI Bus Watch Model HD5-1200 DVR digital recorder is requested with four (4) camera locations with 1 inch ID conduits routed behind the body panels. a) Each conduit shall be routed to the hole drilled for the camera locations with wires installed. b) Approximate locations are one (1) in rear of body and three (3) close to the front of the body. c) Camera locations will be finalized at time of order.		\$8,150
11	1	Each	Microphone - For REI CD-500 AMP/MDI (part #710437) or approved equivalent		INCLUDED IN OPTION 10
12	1	Each	Additional Camera - Compatible with REI Bus Watch Model HD5-600 (part #710607) or approved equivalent		\$550
13	1	Each	DVR Upgrade to 12-channel DVR (HD5-1200W) - Compatible with REI Bus Watch Model HD5-600 (part #710607) or approved equivalent		\$770 ADDER
14	1	Each	Storage Upgrade - 1TB/2TB HDD - Compatible with REI Bus Watch Model HD5-600 (part #710607) or approved equivalent		\$550 ADDER
15	1	Each	Storage Upgrade - 500GB/1TB/2TB solid state drive (SSD) - Compatible with REI Bus Watch Model HD5-600 (part #710607) or approved equivalent		\$550 ADDER
16	1	Each	Wi-Fi Capability - Compatible with REI Bus Watch Model HD5-600 (part #710607) or approved equivalent		INCLUDED IN OPTION 10
17	1	Each	GPS Capability - Compatible with REI Bus Watch Model HD5-600 (part #710607) or approved equivalent		INCLUDED IN OPTION 10
18	1	Each	Event Marker - Compatible with REI Bus Watch Model HD5-600 (part #710607) or approved equivalent		INCLUDED IN OPTION 10
19	1	Each	Sensor Harness - Compatible with REI Bus Watch Model HD5-600 (part #710607) or approved equivalent		INCLUDED IN OPTION 10
20	1	Each	G-Force Sensor - Compatible with REI Bus Watch Model HD5-600 (part #710607) or approved equivalent		INCLUDED IN OPTION 10
21	1	Each	Wireless Antenna - Compatible with REI Bus Watch Model HD5-600 (part #710607) or approved equivalent		INCLUDED IN OPTION 10
22	1	Each	DVR End Covers - Compatible with REI Bus Watch Model HD5-600 (part #710607) or approved equivalent		INCLUDED IN OPTION 10
23	1	Each	Connection of Back-Up Camera System to DVR for Video Storage - Compatible with REI Bus Watch Model HD5-600 (part #710607) or approved equivalent		INCLUDED IN OPTION 10
24	1	System	ProVision or approved equivalent (OPTIONAL) DVR digital recorder with four (4) camera locations with 1 inch ID conduits routed behind the body panels		N/A
25	1	System	Apollo Video Technology or approved equivalent (OPTIONAL) DVR digital recorder with four (4) camera locations with 1 inch ID conduits routed behind the body panels		N/A

ATTACHMENT 3 - BID RESPONSE WORKSHEET					
North Dakota State Contract 300 - 15 Passenger Cutaway (Including Driver)					
Bidder is required to complete the non shaded response spaces. Do not change the format. Bidder must include a three (3) mock invoices of proposed vehicle for each layout options 10.2.1, 1.B and 1.C. Mock invoice must include an itemized list of all costs associated including any discounts.					
The pricing for optional equipment will not be used in evaluation of the bid; however, these specified options must have a response if applicable.					
Bidder Name :					
ITEM	EST. QTY	UNIT	Brief Description	Current Model Year/Make	Price Per Unit
26	1	System	Secon or approved equivalent DVR digital recorder is requested with four (4) camera locations with 1-inch ID conduits routed behind the body panels.		N/A
27	1	System	AngelTrax DVR digital recorder or approved equivalent with four (4) camera locations with 1 inch ID conduits routed behind the body panels		N/A
28	1	System	PA System - A PA system is required with two (2) speakers.		\$368
29	1	System	Stop Request System - Stop requests with pull cords that run along both sides of the interior of the bus, above the windowsill.		\$1,572
30	1	Each	Farebox Pre-Wiring & Plate - Stanchion near ambulatory/ramp entrance shall have a mounting plate (16-gauge steel minimum) /are and pre-wiring prepped for the mounting of a fare box.		\$220
31	1	Each	Digital Clock		\$220
32	1	Each	Remove radio prep package		N/A
33	1	Each	Circulation Fan		\$172
34	1	System	Ugard Springs Rear Suspension System or approved equivalent		\$16,150
35	1	System	Air Ride Suspension System (Kelderman or approved equivalent)		\$8,150
36	1	Armrest	Provision of arm rests on the aisle side of the passenger seats (Cost per armrest)		\$47
37	1	Each	Retractable Seat Belt Extender		\$72
38	1	System	Upgrade to Storage Tie Down T.D.S.S. Slide N Click storage system		ON BASE
39	1	Each	Wiper front and screens attached with snaps in front of the radiator.		\$440
40	1	System	Amerex Two-Nozzle (2) Fire Suppression System		N/A
41	1	System	Kidde Technologies KT-100 controller with Two-Nozzle (2) Fire Suppression System		NA
42	1	System	FogMaker Two-Nozzle (2) Fire Suppression System		NA
43	1	System	Reverse Sensing System		ON BASE
44	1	System	Remote Start System		N/A
45	2	Each	Heated Side Mirrors		\$891
46	1	Set	Two (2) Extra Key/Fob Combinations or Keys with Fobs Included Separately		EXTRA KEY \$192
47	1	Each	Cloth 5-Way Power Driver Seat (OEM Factory Installed)		N/A
48	1	Each	Freedman Sport 2.0 Driver Seat - Color to be determined by Purchasing Agency at time of order.		\$1,518
49	1	Each	Freedman GD-ES XL Bariatric Seat - Color to be determined by Purchasing Agency at time of order.		\$2,350
50	1	System	LED Destination Signs - Hanover Monochrome or approved equivalent Option a)		\$8,150
51	1	Each	Running Boards (Powder-Coated Expanded Steel)		\$440
52	1	Each	Running Boards (Stainless Steel)		N/A
53	1	Each	Six (6) Camera Video Recording System		\$9,250
54	1	Each	Adjustable Sliding Track - Adjustable sliding track for all fold seats installed.		N/A
55	1	Each	Add a Wheelchair Position - (Includes mounting and parts)		\$1,037
56	1	Each	Remove a Wheelchair Position		\$1,037
57	1	All W/C positions per layout	Upgrade from Pod Type L-Track Floor Anchorages to Q'Straint Slide-N-Click Floor Anchorages - (Includes mounting and parts for all wheelchair positions)		\$44 ADDER
58	1	Per Seat	3 Point Seatbelt Upgrade (Upgrade per seat, includes mounting and parts)		\$440
59	1	Each	Fiberglass Driver Step		N/A
60	1	Each	5 Years / 100,000 Miles Warranty - OEM Gas Engine/Trans/Drivetrain		FORD
61	1	Each	5 Years / 100,000 Miles Warranty - OEM Drivetrain less Engine		FORD
62	1	Set	Additional Set of Manuals - Includes any manuals and service equipment manuals (i.e. operator, electrical, bus body, lift, A/C system, etc.) for equipment installed on the bus. In print or CD is acceptable.		\$220
63	1	Each	Seat Exchange - OEM Driver Seat in lieu of Freedman SHIELD seat		N/A
64	1	Each	Replacement of one (1) of the base specified wheelchair and occupant restraint positions with a Q'POD by Q'STRAIT ADA mobility securement system or approved equivalent		N/A

ATTACHMENT 3 - BID RESPONSE WORKSHEET					
North Dakota State Contract 300 - 15 Passenger Cutaway (Including Driver)					
Bidder is required to complete the non shaded response spaces. Do not change the format. Bidder must include a three (3) mock invoices of proposed vehicle for each layout options 10.2.1, 1.B and 1.C . Mock Invoice must include an itemized list of all costs associated including any discounts.					
The pricing for optional equipment will not be used in evaluation of the bid; however, these specified options must have a response if applicable.					
Bidder Name :					
ITEM	EST. QTY	UNIT	Brief Description	Current Model Year/Make	Price Per Unit
65	1	Each	Replacement of one (1) of the base specified wheelchair and occupant restraint positions with a QUANTUM by Q'STRAIT ADA mobility securement system or approved equivalent		N/A
66	1	Each	Two (2) Place Bike Rack – Sportworks Apex 2 or approved equivalent installed on the front of the bus		SPECIAL ORDER CHASSIS \$3350
67	1	Each	Three (3) Place Bike Rack – Sportworks Apex 3 or approved equivalent installed on the front of the bus		SPECIAL ORDER CHASSIS \$4650
68	1	Each	Small Secondary Heating Unit 32,000 – 35,000 BTU		\$786
69	1	Each	Large Secondary Heating Unit 60,000 – 65,000 BTU		\$864
70	1	Each	Delete a Seat - With base specified plywood subfloor, covered with 2.2mm Altro Transfloor Meta or approved equivalent (Each Fixed Passenger Seat)		
71	1	Each	Add a Seat - With base specified plywood subfloor, covered with 2.2mm Altro Transfloor Meta or approved equivalent (Each Fixed Passenger Seat)		\$532
72	1	Per Layout	Alternate Floor Covering - 2.2mm Gerflor Tarabus Floor Covering or approved equivalent		\$SAME
73	1	Per Layout	Alternate Floor Covering - 2.7mm Altro Transfloor Meta Floor Covering or approved equivalent		N/A
74	1	Each	Driver Seat Belt Extender - Stain, water, and flame resistant		FORD
75	1	Each	Wheelchair and Occupant Restraint System Replacement		\$1,075
76	1	Each	Wheelchair and Occupant Restraint Pouch Replacement		\$55
77	1	Each	Paint the skirts and fender trim according to the Purchasing Agency's choice.		\$2,150
78			Roof-Mounted All-in-One Heating and Air-Conditioning System - Thermo King ComforTEK SLR65 Series with appropriate compressor installed depending on the bus length or approved equivalent		SPHEROS \$14100
79	1	Each	Aluminum Driver Step		STANDARD
80	1	Each	Secondary Circulation Fan		\$172
81	1	Insulation	Full Foam Insulation - Full foam application of NCFI poly urethane insulation (as shown in Exhibit 1 – NCFI) or approved equivalent to the point of filling the entire 1-1/2" cavity		N/A
82	1	Each	Fuel System – A Roush QVM and CARB-certified propane fuel system or equivalent		DEALER SUPPLIED
83	1	Each	Fuel Tank – Forty-one gallon installed GGE fuel tank, meeting EPA and CARB standards. The fuel tank must be securely mounted to the vehicle to prevent movement during vehicle maneuvers.		DEALER SUPPLIED
84	1	Each	Fuel Tank – Sixty-four gallon installed GGE fuel tank, meeting EPA and CARB standards. The fuel tank must be securely mounted to the vehicle to prevent movement during vehicle maneuvers.		DEALER SUPPLIED
85	1	Each	Seat Covering Upgrade Level 1 Vinyl or approved equivalent		\$10
86	1	Each	Seat Covering Upgrade Level 1 Cloth or approved equivalent		\$10
87	1	Each	Seat Covering Upgrade Level 4 Vinyl or approved equivalent		\$80
88	1	Each	Seat Covering Upgrade Level 5 Cloth or approved equivalent		STANDARD
89	1	Each	Seat Covering Upgrade Repeal Level 4 Cloth or approved equivalent		\$80
90	1	Each	Seat Covering Upgrade Repeal Level 6 Cloth or approved equivalent		\$106
Confirm Delivery ARO in days, to Any Location in North Dakota:					
ARO Days:					
OEM Warranty Period, state in Months:					
DEALER CONTACT REPRESENTATIVE					
Dealer Contact Name:			Edward Johnson		
DUNS Number:			030002281		
If available-Toll Free Telephone Number:					
Telephone Number:			(605) 216-3830		
Fax Number:					
Email Address:			edwardj@forembus.com		
WARRANTY SERVICE REPRESENTATIVE AND LOCATION					

ATTACHMENT 3 - BID RESPONSE WORKSHEET					
North Dakota State Contract 300 - 15 Passenger Cutaway (Including Driver)					
Bidder is required to complete the non shaded response spaces. Do not change the format. Bidder must include a three (3) mock invoices of proposed vehicle for each layout options 10.2.1, 1.B and 1.C. Mock invoice must include an Itemized list of all costs associated including any discounts.					
The pricing for optional equipment will not be used in evaluation of the bid; however, these specified options must have a response if applicable.					
Bidder Name :					
ITEM	EST. QTY	UNIT	Brief Description	Current Model Year/Make	Price Per Unit
			Dealer Contact Name:	Edward Johnson	
			DUNS Number:		
			If available-Toll Free Telephone Number:		
			Telephone Number:	(605) 216-3830	
			Fax Number:		
			Email Address:	edward@foremanbus.com	
			In-State Warranty Service Location Address (s):	Istate Truck Center 3955 Miriam Ave Bismarck ND 58501-7928	



1602 N BROADWAY
PO BOX 351
MILLER, SD 57362
WWW.FOREMANBUS.COM

Invoice

DATE	INVOICE #
4/9/2026	28701

PHONE (605) 853-2708

BILL TO
State Procurement Office Office of Management and Budget 600 East Boulevard Avenue, Dept 012 Bismarck, ND 58505

P.O. NO.	TERMS
	Due Upon Receipt

ITEM	DESCRIPTION	QTY	RATE	AMOUNT
BUS SALES	OPTION 10.2.1B 2026 DIAMOND BUS REAR LIFT 12+2 W/C		\$133,900.00	\$133,900.00
	VIN # TBD			
	BODY # 18632			
DELIVERY	FROM BISMARCK, ND TO THE END-USER AGENCY WILL BE BILLED AT A RATE OF \$2 PER MILE		\$2.00	

Sales Tax (0.0%) \$0.00

Total \$133,900.00

Thank you for your business!



Bus Build Sheet

Order Number: 0018632
 Order Date: 3/31/26
 Salesperson
 Customer Number: 01FORE

Sold To:
 FOREMAN SALES & SERVICE, INC.
 1602 NORTH BROADWAY AVE
 MILLER, SD 57362

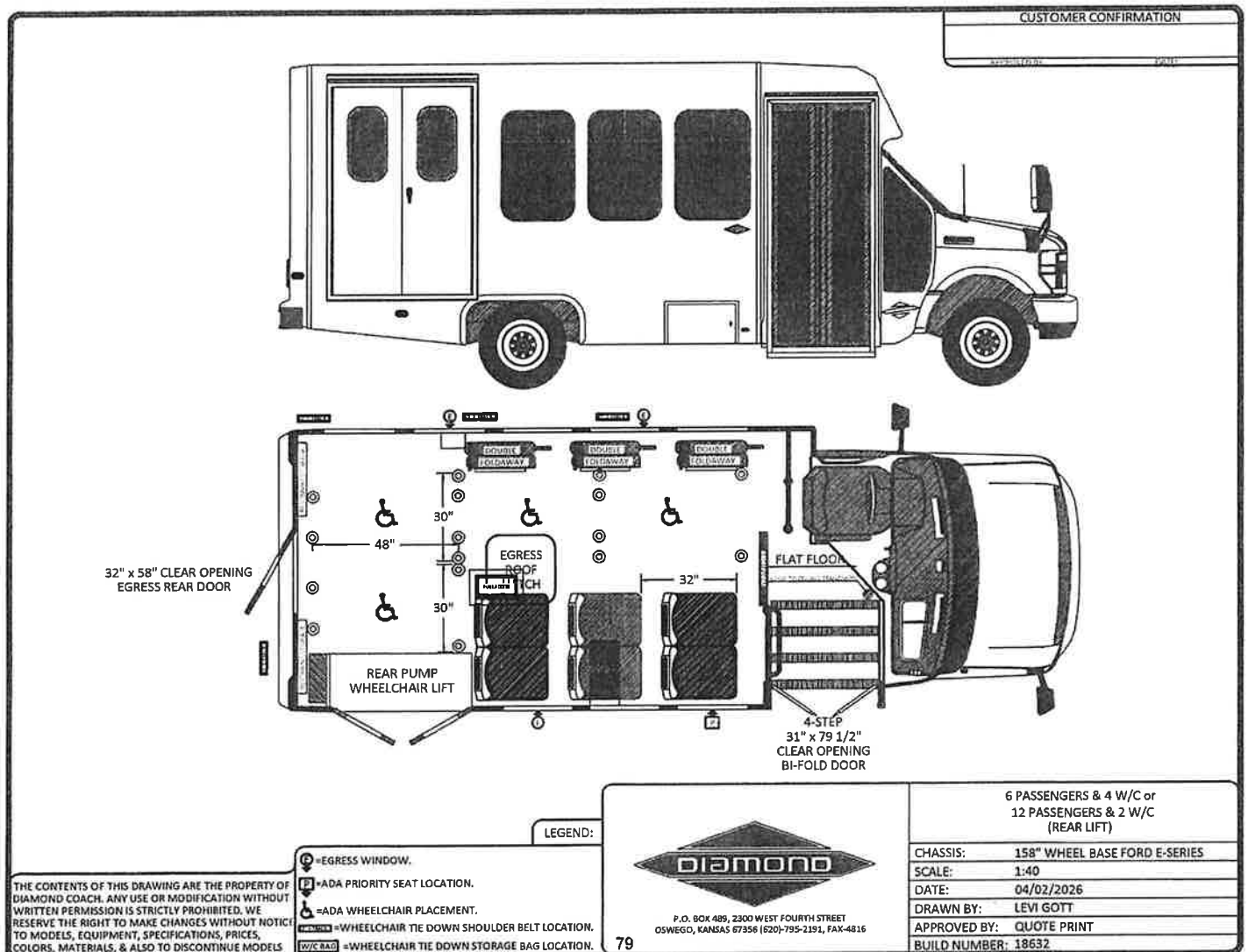
Customer P.O. **OPTION 10.2.1B**
 NORTH DAKOTA 12 AND 2 OR 14 AND 1

ITEM	UNIT	ORDERED
VIP 2200 BASE BODY	EACH	1
CHASSIS,158",7.3L E450 HD 55 GALLON TANK	EACH	1
HEATER, REAR,65,000 BTU	EACH	1
AC-7W103 MAX, REAR EVAP, 7.3	EACH	1
ROOF MOUNT CONDENSER	EACH	1
FLOOR,3-STEP W/WHEELWELLS	EACH	1
WINDOWS - TOP SLIDER 22 VIP	EACH	1
TRAY, BATTERY, SINGLE, SIDE-MOUNT	EACH	1
TRAY, BATTERY, SINGLE, SS UPGRADE	EACH	1
SUSPENSION, MOR-RYDE, E450	EACH	1
BUMPER, HAWKEYE, W/DETECTION AL	EACH	1
MIRRORS, REMOTE, HEATED, FORD, DOO	EACH	1
EXHAUST, RUN TO DRIVER SIDE, GAS	EACH	1
LOCK, DOOR, KUBOTA KEY	EACH	1
DOOR, REAR 34X60, W/UPPER WINDOW	EACH	1
WINDOW, LOWER FOR REAR DOOR	EACH	1
E-BRAKE DEACTIVATE REAR DOOR B	EACH	1
LIGHT, INDICATOR,2", RED LED, REAR	EACH	1
BUZZER, EXIT WINDOW AJAR, 1 CURB SIDE 2 STREET SIDE	EACH	3
RUNNING BOARD, DRIVER,10"	EACH	1
FLAPS, FRONT, MUD	EACH	1
COVING, SIDE WALL	EACH	1
FLOOR, PLYWOOD 3/4"MARINE GRADE	EACH	1
FLOORING, CHROMA CAYMEN GRAY	EACH	1
SHIELD, PLEXIGLAS TINTED, DRIVER	EACH	1
PANEL, MODESTY, UPHOLSTERED, DS	EACH	1
PANEL, MODESTY, ENT DOOR, UPHOLST	EACH	1
PAD, STANCHION & GUARD RAIL-YEL	EACH	1

ITEM	UNIT	ORDERED
RAIL, ENTRANCE, RIGHT HAND	EACH	1
MIRROR, INTR, CONVEX, 6" X 9"	EACH	1
LINE, YELLOW STANDEE, WITH YELLOW STEP NOSING	EACH	1
LIFT, REAR INSTALL-LIPPERT DOOR	EACH	1
LIFT, BRAUN, CENT-2,800 LB, REAR,	EACH	1
E-BRAKE DEACTIVATE LIFT BUZZER	EACH	1
RESTRAINT, WC-18, Q-10008 SLIDE	EACH	4
HOLDER, F/RESTRAINT, TDSS-SC	EACH	4
LIGHTS, CENTER SIDE BODY MARKER	EACH	1
SIGN, EMERGENCY EXIT, LIGHTED	EACH	3
WIRING, NUMBER/FUNCTION CODE 6"	EACH	1
LIGHT, BRAKE, CENTER MOUNT, LED	EACH	1
LIGHTS, SIDE DIRECTIONAL, LED	EACH	1
LIGHTING, LED, ROUND, TAIL, BRAKE,	EACH	1
BIFOLD DOOR TO ACTIVATE AISLE	EACH	1
COMPARTMENT, STORAGE IN FRONT	EACH	1
KEYLOCK ON CIRCUIT PANEL- UNIV	EACH	1
HATCH, ROOF W/INTERIOR AND E	EACH	1
SEAT, FOLDAWAY, DOUBLE, 35"	EACH	3
ALARM, BACKUP	EACH	1
REI TWO CAMERA BACK UP SYSTEM; 1 CAMERA MOUNTED ON REAR; ONE CAMERA MOUNTED TO VIEW LIFT	EACH	1
KIT, SAFETY COMPLETE	EACH	1
SEATING, HIGH/BACK, RIGID	EACH	6
COVER, LEVEL 5, PER PASSENGER, GREY	EACH	12
SEAT BELT, USR DOUBLE	EACH	3
SEAT BELT, USR, 2PL, FOLDAWAY	EACH	3
SEAT, DRIVER, FREDM, SHIELD, LVL1	EACH	1
COVER, DRIVER SEAT, LEVEL 5	EACH	1
WHEEL AND TIRE, SPARE, FORD	EACH	1
PLATE, FUEL ACCESS, 12" X 18"	EACH	1
EXTENSIONS, VALVE W/STABILIZER	EACH	1
STITCHING, VERTICAL	EACH	12
INTERIOR WIRE HARNESS'S LOOMED	EACH	1
SWITCH, DISCONNECT AT DRIVER	EACH	1
MOLDING, DRIP, FULL LENGTH	EACH	1
RAILS, RUB (INCLUDES BOTH SIDES)	EACH	1
LENS, VANGUARD	EACH	1
SEAT BACK, ABS	EACH	6
GRAB HANDLE, ANTI-VANDAL	EACH	12
BELT, SEAT, EXTENDER, USR-12"	EACH	1

CUTTER, WEBBING	EACH	1
ITEM	UNIT	ORDERED
LOOPS, TIE DOWN FOR QSTRAINT	EACH	16
AS BUILT WIRING SCHEMATICS	EACH	1
REAR HAZARDS TO FLASH WHEN LIFT IS IN OPERATION	EACH	1
FAN, DEFROST AUXILIARY	EACH	1
PEANUT LIGHTS ON DASH TO SHOW WHEN W/C AND REAR DOOR ARE OPEN	EACH	2
6 LIGHTS MOUNTED AT SEAT TRACK LEVEL IN W/C AREA MUST HAVE SWITCH ON DASH AND THE LIGHTS MUST HAVE INDIVIDUAL SWITCHES BUILT INTO THE LIGHT	EACH	1
WINDOW SUBSTITUTION, EGRESS TOP, ADDED ON STREET SIDE	EACH	1
CONDUIT WITH PULL WIRE FOR SIX CAMERAS LOCATIONS TO BE DETERMINED AT TIME OF ORDER	EACH	1
LARGE CLOCK MOUNTED ABOVE DRIVER	EACH	1
FRP CEILING PANELS	EACH	1
STANCHIONS, FLOOR TO CEILING INSTALLED FRONT SIDE OF STEPWELL	EACH	1
TWO WAY RADIO PREP PACKAGE	EACH	1
WHITE ABS SIDE WALLS	EACH	1

OPTIONS	COST
SUBSTITUTE 1000 LBS COMPACITY LIFT	\$2280
SUBSTITUTE 37" WIDE LIFT DOOR	\$1600





Diamond Coach
2300 West 4th Street
Oswego, KS 67356
1-800-442-4645

Pre-Award BUY AMERICA CERTIFICATION

MANUFACTURER: DIAMOND COACH

BID NUMBER:

BUS #: 18632

RECIPIENT: NDDOT

VIN:

More than 70% of the material cost of the Diamond Coach bus is U.S. domestic content.

SUPPLIER	ORIGIN	COMPONENT SUPPLIED	PERCENT
FORD MOTOR COMPANY	AVON LAKE, OH	Chassis	51.22%
AI FIBERGLASS	HASTINGS, NE	Body -Shell	11.85%
FREEDMAN SEATS	CHICAGO, IL	Seats	4.82%
BRAUN CORP	WINAMAC, IN	Mobility Lift	3.52%
LIPPERT COMPONENTS	GOSHEN, IN	Windows	1.07%
QSTRAINT/SURELOK	OAKLAND PARK, FL	Wheelchair Restraint	1.78%
		Total	74.26%

Diamond Coach certifies that total assembly from chassis preparation through road test occurs at Diamond Coach 2300 West 4th Street Oswego, KS 67356, including frame fabrication, floor installation, fiberglass body assembly, interior coverings, installation of doors and windows, electrical systems, and options of seating, wheelchair lifts, restraints, and graphics. Meeting all Federal Motor Vehicle Safety Standards and ADA requirements that are in effect at the time of manufacture of the vehicle. The FMVSS includes 111,220 and 221.

Major Processes Completed at Diamond Coach, Oswego, KS location

Chassis Preparation, Floor Frame Fabrication, Floor Installation, Fiberglass Body Assembly, Body Preparation, Panel, Floor and Wall Covering, ABS Front Interior, Bi-Fold Door and Mirror Installation, Air Condition and Electrical, Lights and Dash Wiring, Stanchion and Window installation, Seats and Restraints, Special Options, Lifts, Camera, Signs, Water Testing, and Road Test, Detailing and Final Inspection.

Authorized Signature:

Jill Blackledge
Title: *Sales Coordinator*

Date:

3/31/26

**TRANSIT
OFFICE**

TRANSIT OFFICE
650 23RD St. N.
Fargo, ND 58102
Phone: 701.241.8140 | Fax: 701.241.8558
FargoND.gov

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August 31, 2026

Board of City Commissioners
City Hall – 225 4th St N
Fargo, ND 58102

RE: Bus Wash Refurbishment – Ross and White – EX26220

Dear Commissioners:

The bus wash located at the Metro Transit Garage (MTG) requires refurbishment to replace worn components, improve reliability, and restore the system to proper operating condition. Ross and White is the manufacturer of the existing bus wash equipment and is the authorized provider for the refurbishment of the system. The proposed work includes rebuilding the chemical arch/wash tower, replacing spray nozzles and tips, mops and brush material, inspecting brush bearings and chemical delivery components, upgrading the front wash to a touchless system, replacing rinse arch nozzles, inspecting pumps and other equipment-room components, and installing new splash-wall curtains.

Ross and White has provided a proposal for the refurbishment with a total project cost not to exceed \$110,000. The proposal includes approximately \$40,000 in parts, \$35,000 to \$45,000 in labor, and \$25,000 for installed splash-wall curtains. Because Ross and White is the manufacturer and authorized provider for the existing bus wash system, the purchase is being requested as an exempt purchase under City of Fargo purchasing policy.

Funding for this project is available through the MTG Improvement Grant, ND-2023-017. The bus wash refurbishment was included in the planned improvements when the grant funds were applied for, and the required local match was approved at the time of the grant application approval.

Funding

Funding Source: MTG Improvement Grant – ND-2023-017

Vendor: Ross and White

Purchase Method: Exempt Purchase – EX26220

Amount: Not to exceed \$110,000

Recommendation

Approve the exempt purchase (EX26220) with Ross and White for the refurbishment of the MATBUS bus wash in an amount not to exceed \$110,000 and authorize staff to proceed with the project utilizing funds from the MTG Improvement Grant, ND-2023-017.

Sincerely,

Jordan Smith
Assistant Transit Director – Fleet and Facilities
City of Fargo

Fargo Transit Authority, Fargo, ND

Att: Mr. Tyler Ulven

Ross and White, 1090 Alexander Ct., Cary, Illinois 60013

Proposal to rebuild the bus wash:

1. Rebuild the chemical arch/wash tower, replace all nozzles/spray tips.
2. Replace 10 Mops, 5 rows with 10 mops.
3. Replace all brush material, all brushes to be replaced, inspect all brush bearings. Make sure all brushes are getting brush soap/chemical. Inspect and replace pump/siphon, if necessary.
4. Upgrade/replace the spinners and 40 hp spinner pump. Replace with 30 hp and upgrade the front wash to touchless, 150 gpm at 275 psi
5. Replace all rinse arch nozzles.
6. Inspect air panel for rear brush operation and rear cleaning.
7. Front brush is fixed and will not be used for front cleaning, brushes will be used for side/rear cleaning.

Equipment room:

Replace 40 HP with 30 hp touchless front, shown in the brochure.

Replace any tank floats

Inspect all pumps for leaking seals, loud bearings, etc.

Inspect all tank floats

Parts: \$40,000.00

Labor: \$35,000—45,000.00 1—2 weeks. One week, 35K labor 2 weeks, \$45,000.00

Splash wall curtains 3 total, installed. \$25,000.00 installed

Total: \$110,000.00 not to exceed. Any other parts needed will be quoted on-site. When a PO is received for this upgrade/rebuild, I will visit the site to confirm all work before we start the project. Please call me with any questions. Chris Leineke, Ross and White 734-476-7783



EXEMPT PURCHASE REQUEST FORM (EX)

Requested by:	Jordan Smith	Department:	Transit
Date of Request:	6/15/2026	Phone Number:	701-476-5940
E-mail:	jmsmith@fargond.gov	Reference exemption table justification on page 1 <u>D</u>	
Dept Head Signature:		Estimated Amount of Purchase:	NTE \$110,000

Product or Service description:

Rebuild and modernize the existing bus wash system, including replacement of wash and rinse nozzles, brushes, mops, chemical application components, spinner equipment, and associated pumps. The project also includes converting the front wash operation to a touchless high-pressure system, inspecting and repairing control and air systems, and evaluating equipment components to restore reliability and improve wash performance.

Ross and White is the authorized dealer for our Ross and White bus wash.

Is a Contract required? Yes ☐ No ☒ Is the procurement Federally Funded? Yes ☒ No ☐

Vendor Name: Ross & White			
Address: 1090 Alexander Ct			
City: Cary	State: Illinois	Zip Code: 60013	
Contact Person: Chris Leineke	Title: Sales Rep		
Telephone: 734-476-7783	Email: cleineke@rossandwhite.com		
Purchasing Manager Approval:			
Exempt Purchase (EX) Number:		EX26220	



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August 27, 2026

Honorable Board of City Commissioners

City of Fargo

225 4th Street North

Fargo, ND 58102

Subject: Employment Agreement – Mateo Oliva in Water Utility

Dear Commissioners:

I am requesting approval of the attached Employment Agreement with Mateo Oliva. This will be a contracted position in the Water Utility, not a permanent Full-Time Employee (FTE). Funding for the contracted position is from a vacant FTE position in the Water Utility.

Mr. Oliva will serve in an Instrumentation Specialist (Contract) position. A portion of his time will work within our Instrumentation & Control group. These tasks will include working on Water Utility instrumentation: calibrations, maintenance, repairs, and other functions. Also, a portion of Mr. Oliva's time will serve in efforts to finish our Advanced Metering Infrastructure (AMI) project. These functions will include scheduling & installing water meters, AMI system troubleshooting, and AMI data and statistical analysis. There will likely be other Water Utility work as part of Mr. Oliva's employment.

Your consideration is greatly appreciated in this matter.

Sincerely,

Troy B. Hall

Water Utility Director

RECOMMENDED MOTION: Approve Employment Agreement with Mateo Oliva in the Water Utility.

AGREEMENT

Instrumentation Specialist (Contract)

THIS AGREEMENT made and entered into effective the 31st day of August 2026, by and between Mateo Oliva, (hereinafter referred to as “Oliva”) and the CITY OF FARGO, a municipal corporation, whose address is 225 Fourth Street North, Fargo, North Dakota 58102 (hereinafter referred to as “City”).

WITNESSETH:

WHEREAS, the City desires to fill the position of Instrumentation Specialist (Contract) within the City of Fargo Water Utility as a contracted employee; and,

WHEREAS, the City desires to appoint Oliva to perform the duties and services of Instrumentation Specialist (Contract) and for purposes of the City’s budgeting process, to recognize a contract employment relationship for a period beginning September 7, 2026, and ending December 31, 2027, but which is still an “at-will” employment relationship, terminable by either party with or without cause;; and,

WHEREAS, Oliva has agreed to accept such appointment to perform the duties and services of Instrumentation Specialist (Contract) on a contract employee basis according to the terms of this agreement; and,

WHEREAS, the parties wish to commit their agreement to writing.

NOW, THEREFORE, the parties hereto do hereby agree as follows:

1. City agrees to appoint Oliva for the purpose of performing the duties and services of Instrumentation Specialist (Contract) as described in Exhibit A attached hereto.

2. Term. The term of this agreement shall be for the period beginning September 7, 2026, and ending December 31, 2027, but may be terminated by either party at any time, upon written notice to the other party. This relationship is an “At-will” relationship and may be terminated by either party at any time with or without cause.

3. Compensation. City agrees to compensate Oliva in the amount of \$39.89 per hour for any and all duties and services performed as Instrumentation Specialist (Contract) during the years 2026 and 2027. If the City Commission awards a 2027 Cost of Living Adjustment (COLA), Oliva is eligible to receive a COLA adjustment. To the extent this agreement is still in effect, beginning in years 2026 and thereafter, Oliva’s compensation shall be adjusted annually, at the time of his step increase date, as well as adjusted in an amount equal to the Cost-of-Living Adjustment the City of Fargo approves for its employees.

4. In addition to the terms of compensation listed above, the City shall pay the employer’s share of the following:

- (a) Social Security (FICA)
- (b) Workers Compensation
- (c) Unemployment Insurance
- (d) Federal Withholding (income tax)
- (e) State Income Tax
- (f) Medicare

5. Oliva will be full-time and will be eligible to enroll in Health Insurance, Dental Insurance, Vision Insurance, Life Insurance and Flexible Spending and will be covered under the City’s long-term disability and North Dakota Public Employee Retirement System (NDPERS). In addition, Oliva will accrue annual and sick leave.

6. During the term of this agreement, Oliva agrees to comply with all employee policies of the City of Fargo and the Water Utility, including all safety rules and procedures.

7. The parties hereto understand and agree that Oliva shall not be part of the Civil Service of the City of Fargo, but is a contracted employee, as permitted under Fargo Municipal Code section 7.0102(D).

DATED the day and year first above written.

THE CITY OF FARGO, NORTH DAKOTA

By: _____
Joshua A. Boschec, Mayor

ATTEST:

Angie Bear, Deputy Auditor,
on behalf of City Auditor

[DEPARTMENT]

By: Troy B. Hall

Troy B. Hall, Water Utility Director

Mateo O. Oliva