

FARGO CITY COMMISSION AGENDA

Monday, July 20, 2026 – 5:00 P.M.

Executive Session at 4:30 p.m.

Roll Call.

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

Regular Meeting at 5:00 P.M.

City Commission meetings are broadcast live on TV Fargo Channel 56 and online at 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 FargoND.gov/CityCommission.

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

CONSENT AGENDA – APPROVE THE FOLLOWING:

- 1. Government Relations and Legislative Advocacy Request for Qualifications (RFQ).
- 2. Appointment of Lake Agassiz Water Authority Board Member for the City of Fargo.
- 3. 1st reading of an Ordinance Amending Section 3-2011 of Article 3-20 of Chapter 3 of the Fargo Municipal Code Relating to a Sales and Use Tax for Infrastructure Capital Improvements.
- 4. Receive and file an Ordinance Repealing Article 15-02 of Chapter 15 of the Fargo Municipal Code Relating to the Human Rights Commission.
- 5. Applications for Games of Chance.
- 6. Change Order No. 1 to authorize use of Automated Machine Guidance for Improvement District No. BR-26-I1.
- 7. Negative Final Balancing Change Order No. 2 in the amount of -\$58,044.85 for Improvement District No. BR-25-H1.

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

PUBLIC HEARINGS - 5:05 pm:

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

41. **PUBLIC COMMENTS** (2.5 minutes will be offered for comment with a maximum of 30 minutes total for all public comments. Individuals who would like to address the Commission, whether virtually or in person, must sign-up at [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 web site at FargoND.gov/CityCommission.



July 20, 2026

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

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

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

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

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

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



Request for Qualifications (RFQ)

Professional Consultant Services for:
Government Relations & Legislative Advocacy

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

To the attention of:

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

Email: MRedlinger@FargoND.gov

INTRODUCTION & STATEMENT OF PURPOSE:

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

BACKGROUND INFORMATION:

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

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

SCOPE OF SERVICES:

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

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

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

THE PROPOSAL:

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

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

Email: MRedlinger@FargoND.gov

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

Proposal Content

Proposals must contain the following elements:

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

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

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

EVALUATION AND SELECTION PROCESS:

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

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

SCHEDULE:

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

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

2

MEMORANDUM

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

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

The LAWA Board of Directors includes the following representatives:

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

Associate Members:

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

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

3

AN ORDINANCE AMENDING SECTION 3-2011 OF ARTICLE 3-20
OF CHAPTER 3 OF THE FARGO MUNICIPAL CODE
RELATING TO A SALES AND USE TAX FOR INFRASTRUCTURE CAPITAL
IMPROVEMENTS

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

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

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

WHEREAS, on June 9, 2026, the qualified electors of the City of Fargo approved, by a vote of more than sixty percent (60%), an amendment to the Fargo Home Rule Charter extending the existing one percent (1%) sales, use, and gross receipts tax for infrastructure capital improvements through December 31, 2048, and authorizing the Board of City Commissioners to implement such extension by ordinance;

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

NOW, THEREFORE, Be it Ordained by the Board of City Commissioners of the City of Fargo:

Section 1. Amendment. Section 3-2011 of Article 3-20 of Chapter 3 of the Fargo Municipal Code, is hereby amended as follows:

3-2011. Term. The tax imposed by this article shall be in full force and effect from January 1, 2009 through December 31, 202~~4~~8.

Section 2. Effective Date.

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

(SEAL)

Attest:

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

Joshua A. Boschee, Mayor

First Reading:
Second Reading:
Final Passage:



CITY ATTORNEY
Ian R. McLean

**OFFICE OF THE
CITY ATTORNEY**

SERKLAND LAW FIRM

10 Roberts Street North

Fargo, ND 58102

Phone: 701.232.8957 | Fax: 701.237.4049

ASSISTANT CITY ATTORNEYS

Nancy J. Morris ▪ Alissa R. Farol Czapiewski

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

4

July 16, 2026

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

RE: Repealing Article 15-02 – Human Rights Commission

Dear Mayor and Commissioners,

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

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

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

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

Sincerely,

A handwritten signature in black ink, appearing to read 'Alissa R. Farol Czapiewski', written in a cursive style.

Alissa R. Farol Czapiewski
Assistant City Attorney

Enclosure

cc: Brenda Derrig, Assistant City Administrator

OFFICE OF THE CITY ATTORNEY
FARGO, NORTH DAKOTA

ORDINANCE NO. _____

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

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

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

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

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

12 NOW, THEREFORE,

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

14 Section 1. Amendment.

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

OFFICE OF THE CITY ATTORNEY
FARGO, NORTH DAKOTA

ORDINANCE NO. _____

Section 2. Effective Date.

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

Joshua A. Boschec, Mayor

Attest:

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

First Reading:
Second Reading:
Final Passage:

5

MEMORANDUM

TO: BOARD OF CITY COMMISSIONERS
FROM: AUDITOR'S OFFICE
DATE: JULY 20, 2026
SUBJECT: GAMES OF CHANCE APPLICATIONS

Please find attached the Applications for Games of Chance.

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



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

Applying for (check one)							
☒ Local Permit		☐ Restricted Event Permit*					
Games to be conducted		☐ Raffle by a Political or Legislative District Party					
☐ Bingo	☒ Raffle	☐ Raffle Board	☐ Calendar Raffle	☐ Sports Pool	☐ Poker*	☐ Twenty-One*	☐ Paddlewheels*

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

ORGANIZATION INFO

Name of Organization or Group Fargo South High School		Dates of Activity (Does not include dates for the sales of tickets) 8/28/26 - 5/30/26	
Organization or Group Contact Person Kris Haphey	E-mail	Telephone Number	
Business Address 1840 15th Ave S	City Fargo	State ND	ZIP Code 58103
Mailing Address (if different)	City	State	ZIP Code

SITE INFO

Site Name Fargo South High School	County Cass		
Site Physical Address 1840 15th Ave S	City Fargo	State ND	ZIP Code 58103
Provide the exact date(s) & frequency of each event & type (Ex. Bingo every Friday 10/1-12/31, Raffle - 10/30, 11/30, 12/31, etc.) 8/28/26 - 5/30/27			

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

Game Type	Description of Prize	Exact Retail Value of Prize
50/50 Raffle	1/2 of money collected	1,
Total (limit \$40,000 per year)		\$

ADDITIONAL REQUIRED INFORMATION

Intended Uses of Gaming Proceeds <i>Student travel needs</i>
Does the organization presently have a state gaming license? (If yes, the organization is not eligible for a local permit or restricted event permit and should call the Office of Attorney General at 1-800-326-9240) ☐ Yes ☒ No
Has the organization or group received a restricted event permit from any city or county for the fiscal year July 1 - June 30 (If yes, the organization or group does not qualify for a local permit or restricted event permit) ☐ Yes ☒ No
Has the organization or group received a local permit from an city or county for the fiscal year July 1 - June 30 (If yes, indicate the total retail value of all prizes previously awarded) ☒ No ☐ Yes - Total Retail Value: (This amount is part of the total prize limit for \$40,000 per fiscal year)
Is the organization or group a state political party or legislative district party? (If yes, the organization or group may only conduct a raffle and must complete SFN 52880 "Report on a Restricted Event Permit" within 30 days of the event. Net proceeds may be for political purposes.) ☐ Yes ☒ No

Printed Name of Organization Group's Permit Organizer Kris Haphey	Telephone Number 701-446-2022	E-mail Address hapheyk@fargo.k12.nd.us
Signature of Organization Group's Permit Organizer <i>Kris Haphey</i>	Title Bookkeeper	Date Jul 6, 2026



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

Applying for (check one)							
☒ Local Permit				☐ Restricted Event Permit*			
Games to be conducted				☐ Raffle by a Political or Legislative District Party			
☐ Bingo	☒ Raffle	☐ Raffle Board	☐ Calendar Raffle	☐ Sports Pool	☐ Poker*	☐ Twenty-One*	☐ Paddlewheels*

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

Name of Organization or Group Fargo South High School		Dates of Activity (Does not include dates for the sales of tickets) 8/28/26 - 5/30/26	
Organization or Group Contact Person Kris Haphey		Telephone Number	
Business Address 1840 15th Ave S	City Fargo	State ND	ZIP Code 58103
Mailing Address (if different)	City	State	ZIP Code

SITE INFO

Site Name Fargo South High School		County Cass	
Site Physical Address 1840 15th Ave S	City Fargo	State ND	ZIP Code 58103
Provide the exact date(s) & frequency of each event & type (Ex. Bingo every Friday 10/1-12/31, Raffle - 10/30, 11/30, 12/31, etc.) 8/28/26 - 5/30/27			

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

Game Type	Description of Prize	Exact Retail Value of Prize
50/50 Raffle	1/2 of money collected	1,
Total (limit \$40,000 per year)		\$

ADDITIONAL REQUIRED INFORMATION

Intended Uses of Gaming Proceeds <i>Student travel needs</i>	
Does the organization presently have a state gaming license? (If yes, the organization is not eligible for a local permit or restricted event permit and should call the Office of Attorney General at 1-800-326-9240) ☐ Yes ☒ No	
Has the organization or group received a restricted event permit from any city or county for the fiscal year July 1 - June 30 (If yes, the organization or group does not qualify for a local permit or restricted event permit) ☐ Yes ☒ No	
Has the organization or group received a local permit from an city or county for the fiscal year July 1 - June 30 (If yes, indicate the total retail value of all prizes previously awarded) ☒ No ☐ Yes - Total Retail Value: (This amount is part of the total prize limit for \$40,000 per fiscal year)	
Is the organization or group a state political party or legislative district party? (If yes, the organization or group may only conduct a raffle and must complete SFN 52880 "Report on a Restricted Event Permit" within 30 days of the event. Net proceeds may be for political purposes.) ☐ Yes ☒ No	

Printed Name of Organization Group's Permit Organizer Kris Haphey	Telephone Number 701-446-2022	E-mail Address hapheyk@fargo.k12.nd.us
Signature of Organization Group's Permit Organizer <i>Kris Haphey</i>	Title Bookkeeper	Date Jul 6, 2026



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

Applying for (check one)							
☒ Local Permit		☐ Restricted Event Permit*					
Games to be conducted		☐ Raffle by a Political or Legislative District Party					
☐ Bingo	☒ Raffle	☐ Raffle Board	☐ Calendar Raffle	☐ Sports Pool	☐ Poker*	☐ Twenty-One*	☐ Paddlewheels*

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

ORGANIZATION INFO		Dates of Activity (Does not include dates for the sales of tickets)	
Name of Organization or Group Fargo South High School		8/28/26 - 5/30/26	
Organization or Group Contact Person Kris Haphey	E-mail	Telephone Number	
Business Address 1840 15th Ave S	City Fargo	State ND	ZIP Code 58103
Mailing Address (if different)	City	State	ZIP Code

SITE INFO		County	
Site Name Fargo South High School		Cass	
Site Physical Address 1840 15th Ave S	City Fargo	State ND	ZIP Code 58103
Provide the exact date(s) & frequency of each event & type (Ex. Bingo every Friday 10/1-12/31, Raffle - 10/30, 11/30, 12/31, etc.)			
8/28/26 - 5/30/27			

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

Game Type	Description of Prize	Exact Retail Value of Prize
50/50 Raffle	1/2 of money collected	1,
Total (limit \$40,000 per year)		\$

ADDITIONAL REQUIRED INFORMATION

Intended Uses of Gaming Proceeds <i>Student travel needs</i>	
Does the organization presently have a state gaming license? (If yes, the organization is not eligible for a local permit or restricted event permit and should call the Office of Attorney General at 1-800-326-9240)	
☐ Yes ☒ No	
Has the organization or group received a restricted event permit from any city or county for the fiscal year July 1 - June 30 (If yes, the organization or group does not qualify for a local permit or restricted event permit)	
☐ Yes ☒ No	
Has the organization or group received a local permit from an city or county for the fiscal year July 1 - June 30 (If yes, indicate the total retail value of all prizes previously awarded)	
☒ No ☐ Yes - Total Retail Value: (This amount is part of the total prize limit for \$40,000 per fiscal year)	
Is the organization or group a state political party or legislative district party? (If yes, the organization or group may only conduct a raffle and must complete SFN 52880 "Report on a Restricted Event Permit" within 30 days of the event. Net proceeds may be for political purposes.)	
☐ Yes ☒ No	

Printed Name of Organization Group's Permit Organizer Kris Haphey	Telephone Number 701-446-2022	E-mail Address hapheyk@fargo.k12.nd.us
Signature of Organization Group's Permit Organizer <i>Kris Haphey</i>	Title Bookkeeper	Date Jul 6, 2026

PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

6

Improvement District No. BR-26-I1

Type: Change Order #1

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

Date of Hearing: 7/13/2026

RoutingDate

City Commission

7/20/2026

PWPEC File

X

Project File

Jason Leonard

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

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

RECOMMENDED MOTION

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

PROJECT FINANCING INFORMATION:

Recommended source of funding for project: _____

Special Assessments _____

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

Yes No

N/A

N/A

N/A

COMMITTEE

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

Josh Bosch, Mayor

Nicole Crutchfield, Director of Planning

Gary Lorenz, Fire Chief

Brenda Derrig, Assistant City Administrator

Ben Dow, Director of Operations

Tom Knakmuhs, City Engineer

Susan Thompson, Finance Director

ATTEST:

C: Kristi Olson



Tom Knakmuhs, P.E.
 City Engineer

Memorandum

To: Members of PWPEC
From: Jason Leonard, Division Engineer
Date: July 9, 2026
Re: Improvement District No. BR-26-I1 - Change Order #1 –
Approval to Utilize Automated Machine Guidance

Background:

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

Northern Improvement Company is the prime contractor.

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

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

Recommended Motion:

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

JTL/klb
Attachment

CHANGE ORDER REPORT
PAVING AND UTILITY REHAB/RECONSTRUCTION
IMPROVEMENT DISTRICT NO. BR-26-J1

ON 4TH AVENUE NORTH FROM 29TH STREET TO CASS COUNTY DRAIN 10.

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

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

EXPLANATION OF CHANGE Change Order # 1

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

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

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

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

- section.
6. The City's provision of digital files and control information does not replace conventional construction staking. The City will provide finish-grade staking at critical locations, as determined by the Engineer, for quality assurance purposes. These stakes shall remain in place until completion of concrete pavement construction unless otherwise approved by the Engineer. The contractor
7. The Contractor shall verify all control points and continuously confirm alignment and elevation throughout construction using conventional survey methods in conjunction with the AMG system.
- Acceptance of this change order constitutes the Contractor's acknowledgment and acceptance of these requirements and responsibilities.

Section	Line No	Item Description	Unit	Orig Cont		Prev C/O		Prev Cont		Curr C/O		Tot Cont		Unit Price		C/O Ext Price	
				Qty		Qty		Qty		Qty		Qty		Qty		(\$)	(\$)
													Sub Total		\$0.00		

Summary.

Source Of Funding

Net Amount Change Order # 1 (\$)

Previous Change Orders (\$)

Original Contract Amount (\$)

Total Contract Amount (\$)

Special Assessments

\$0.00

\$0.00

\$1,205,961.80

\$1,205,961.80

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

APPROVED

For Contractor

Title

APPROVED DATE

Department Head

Mayor

Attest


VICE PRESIDENT



PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

7

Improvement District No. BR-25-H1

Type: Negative Final Balancing Change Order #2

Location: 3rd St N, NP Ave – 1st Ave

Date of Hearing: 7/13/2026

RoutingDate

City Commission

7/20/2026

PWPEC File

X

Project File

Shane Geraghty

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

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

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

RECOMMENDED MOTION

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

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

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

Yes No

N/AN/AN/ACOMMITTEE

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

Josh Bosch, Mayor

Nicole Crutchfield, Director of Planning

Gary Lorenz, Fire Chief

Brenda Derrig, Assistant City Administrator

Ben Dow, Director of Operations

Tom Knakmuhs, City Engineer

Susan Thompson, Finance Director

ATTEST:



Tom Knakmuhs, P.E.
 City Engineer

C: Kristi Olson

Memorandum

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

Background:

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

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

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

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

Recommended Motion:

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

STG/klb
Attachment



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

Final Balancing
Change Order

Change Order No 2 Change Order Date 7/7/2026
Contractor Paras Contracting Inc

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

EXPLANATION OF CHANGE Change Order # 2
FBCO

Section	Line No	Item Description	Unit	Orig Cont Qty	Prev C/O Qty	Prev Cont Qty	Curr C/O Qty	Tot Cont Qty	Unit Price (\$)	C/O Ext Price (\$)
Paving	4	F&I Flat MH Cover 8" Thick Reinf Conc	EA	1		1	-1	0	\$1,600.00	-\$1,600.00
	8	Inlet Protection - Existing Inlet	EA	9		9	1	10	\$215.00	\$215.00
	11	Remove Sidewalk All Thicknesses All Types	SY	590		590	-30	560	\$12.00	-\$360.00
	14	Casting to Grade - w/Conc	EA	1		1	2	3	\$1,100.00	\$2,200.00
	18	F&I Edge Drain 4" Dia PVC	LF	513		513	14	527	\$10.50	\$147.00
	19	F&I Curb & Gutter Standard (Type II)	LF	513		513	-26.33	486.67	\$51.00	-\$1,342.83
	20	F&I Pavement 9" Thick Doweled Conc	SY	1249		1249	17	1266	\$160.00	\$2,720.00
	21	F&I Sidewalk 4" Thick Reinf Conc	SY	566		566	-57	509	\$90.00	-\$5,130.00
	22	F&I Driveway 7" Thick Reinf Conc	SY	257		257	-54	203	\$120.00	-\$6,480.00
	23	F&I Asphalt Pavement FAA 43 w/ PG58H-34	Ton	77		77	6	83	\$230.00	\$1,380.00
Paving Sub Total										-\$8,250.83

Section	Line No	Item Description	Unit	Orig Cont Qty	Prev C/O Qty	Rev Cont Qty	Curr C/O Qty	Tot Cont Qty	Unit Price (\$)	C/O Ext Price (\$)
Pavement Marking	24	Paint Epoxy Line 4" Wide	LF	197		197	-197	0	\$21.00	-\$4,137.00
	26	F&I Grooved Plastic Film 4" Wide	LF	440		440	22	462	\$21.00	\$462.00
	27	F&I Grooved Plastic Film 6" Wide	LF	74		74	28	102	\$27.00	\$756.00
	28	F&I Grooved Plastic Film 16" Wide	LF	10		10	-10	0	\$63.00	-\$630.00
	29	F&I Grooved Thermoplastic Pavement Marking Message	SF	32		32	41	73	\$79.00	\$3,239.00
Pavement Marking Sub Total										-\$310.00
Street Lights	36	F&I Innerduct 1.5" Dia	LF	318		318	-18	300	\$25.50	-\$459.00
	37	F&I Conductor #6 USE Cu	LF	1089		1089	-189	900	\$7.00	-\$1,323.00
Water Main	49	Remove Pipe All Sizes All Types	LF	405		405	-70.3	334.7	\$10.50	-\$738.15
	50	Rem & Repl CS & Box 1" Dia	EA	3		3	-2	1	\$2,205.00	-\$4,410.00
	51	GV Box to Grade - w/Conc	EA	4		4	-1	3	\$500.00	-\$500.00
	52	Connect Water Service	EA	3		3	-2	1	\$1,260.00	-\$2,520.00
	57	F&I Fittings C153 Ductile Iron	LB	334		334	-29	305	\$14.70	-\$426.30
	58	F&I Pipe w/GB C900 DR 18 -4" Dia PVC	LF	18		18	-14	4	\$157.50	-\$2,205.00
	59	F&I Pipe w/GB C900 DR 18 -6" Dia PVC	LF	39		39	-17.4	21.6	\$167.50	-\$2,914.50
	60	F&I Pipe w/GB C900 DR 18 - 10" Dia PVC	LF	270		270	-2	268	\$178.50	-\$357.00
	61	F&I Pipe w/GB 1" Dia Water Service	LF	85		85	-64.2	20.8	\$105.00	-\$6,741.00
	Water Main Sub Total									
Sanitary Sewer	62	Repair Manhole Floor & Invert	EA	1		1	-1	0	\$1,700.00	-\$1,700.00
	64	Remove Pipe All Sizes All Types	LF	438		438	-103.3	334.7	\$10.50	-\$1,084.65

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 (\$)
Street Amenities	66	Connect Sewer Service	EA	9		9	-3	6	\$2,250.00	-\$6,750.00
	68	F&I Pipe w/GB SDR 26 - 6" Dia PVC	LF	234		234	-72.94	161.06	\$168.00	-\$12,253.92
	69	F&I Pipe w/GB SDR 26 - 12" Dia PVC	LF	263		263	-1.1	261.9	\$315.00	-\$346.50
	70	F&I Pipe w/GB SDR 26 - 15" Dia PVC	LF	16		16	-6.8	9.2	\$360.00	-\$2,448.00
								Sanitary Sewer Sub Total		-\$24,583.07
Street Amenities	72	F&I Edge Drain 4" Dia PVC	LF	123		123	-6	117	\$17.00	-\$102.00
	73	F&I Impressioned 4" Thick Reinf Conc	SY	98		98	-9	89	\$245.00	-\$2,205.00
								Street Amenities Sub Total		-\$2,307.00

Summary

Source Of Funding

Net Amount Change Order # 2 (\$)

Previous Change Orders (\$)

Original Contract Amount (\$)

Total Contract Amount (\$)

Special Assessments, Prairie Dog, Sales Tax - Infrastructure

-\$58,044.85

\$30,195.48

\$954,313.30

\$926,463.93

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

APPROVED

For Contractor

Title

Weather Quisenberry
Paras Contracting
President

APPROVED DATE

Department Head

Mayor

Attest

T. C. Lee

PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

8

Improvement District No. BR-25-C1

Type: Negative Final Balancing Change Order #1

Location: Lilac Lane North

Date of Hearing: 7/13/2026

RoutingDate

City Commission

7/20/2026

PWPEC File

X

Project File

Will Bayuk

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

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

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

RECOMMENDED MOTION

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

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

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

Yes	No
	N/A
	N/A
	N/A

COMMITTEE

Josh 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: Will Bayuk, PE - Project Manager
Date: July 7, 2026
Re: Improvement District No. BR-25-C1 – Negative Final Balancing Change Order #1

Background:

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

Northern Improvement is the Prime Contractor on this project.

Negative Final Balancing Change Order #1

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

Attached is Negative Final Balancing Change Order #1 in the amount of -\$14,475.58. The Contractor met the requirements of the contract and it has been accepted by the City. This FBCO reconciles the estimated quantities used in the contract with the final quantities as measured in the field.

Original Contract:	\$	2,958,513.60
FBCO #1:	\$	-14,475.58
Liquidated Damages:	\$	-20,000.00
Total Contract:	\$	2,924,038.02

Recommended Motion:

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

WRB/klb
Attachment



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

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

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

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

EXPLANATION OF CHANGE Change Order # 1

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

Section	Line No	Item Description	Unit	Orig Cont Qty	Prev C/O Qty	Prev Cont Qty	Curr C/O Qty	Tot Cont Qty	Unit Price (\$)	C/O Ext Price (\$)
Sanitary Sewer	1	Remove Pipe All Sizes All Types	LF	214		214	-45	169	\$27.50	-\$1,237.50
	2	Bore Pipe SDR 26 - 6" Dia PVC	LF	100		100	-86.2	13.8	\$154.00	-\$13,274.80
	3	F&I Pipe w/GB SDR 26 - 6" Dia PVC	LF	855		855	-70	785	\$138.00	-\$9,660.00
Sanitary Sewer Sub Total										-\$24,172.30
Street Lights	13	Remove Feed Point	EA	1		1	-1	0	\$660.00	-\$660.00
	Street Lights Sub Total									-\$660.00

Section	Line No	Item Description	Unit	Orig Cont Qty	Prev C/O Qty	Prev Cont Qty	Curr C/O Qty	Tot Cont Qty	Unit Price (\$)	C/O Ext Price (\$)
Signing	20	F&I Sign Assembly & Anchor	EA	9			9	11	\$215.00	\$430.00
	21	F&I Diamond Grade Cubed	SF	78.2			78.2	17	\$10.50	\$178.50
								Signing Sub Total		\$608.50
Change Order 1	22	Rem & Repl Wye 10"x6" PVC	EA	0			0	1	\$6,111.73	\$6,111.73
	23	Special Bid Item A	LS	0			0	2	\$2,500.00	\$5,000.00
								Change Order 1 Sub Total		\$11,111.73
Water Main	24	Remove Pipe All Sizes All Types	LF	725			725	-71	\$28.00	-\$1,988.00
	27	F&I Fittings C153 Ductile Iron	LB	1444			1444	-188	\$13.00	-\$2,444.00
	28	F&I Pipe w/GB C900 DR 18 - 6" Dia PVC	LF	70			70	12.7	\$94.00	\$1,193.80
	29	F&I Pipe w/GB C900 DR 18 - 8" Dia PVC	LF	2692			2692	34	\$105.00	\$3,570.00
	31	F&I Gate Valve 8" Dia	EA	7			7	3	\$3,520.00	\$10,560.00

Section	Line No	Item Description	Unit	Orig Cont Qty	Prev C/O Qty	Prev Cont Qty	Curr C/O Qty	Tot Cont Qty	Unit Price (\$)	C/O Ext Price (\$)
	34	Bore Pipe 1" Dia Water Service	LF	100		100	-100	0	\$94.00	-\$9,400.00
	35	F&I Pipe w/GB 1" Dia Water Service	LF	1010.0000000000000001		1010.0000000000000001	53.4	1063.4	\$72.00	\$3,844.80
	37	F&I Casting Water Service	EA	12		12	-9	3	\$550.00	-\$4,950.00
	38	F&I 1-1/4" Trench Found Rock 4" thru 12" Dia	LF	200		200	-200	0	\$0.01	-\$2.00
Storm Sewer	39	Remove Pipe All Sizes All Types	LF	1275		1275	-27	1248	\$28.00	-\$756.00
	42	Connect Pipe to Exist Structure	EA	2		2	-1	1	\$1,650.00	-\$1,650.00
	49	F&I Pipe w/GB 27" Dia Reinf Conc	LF	11		11	-11	0	\$150.00	-\$1,650.00
								Storm Sewer Sub Total		-\$4,056.00
Paving	50	Remove Pavement All Thicknesses All Types	SY	8563		8563	-88	8475	\$8.00	-\$704.00
	51	Remove Curb & Gutter	LF	5212		5212	6	5218	\$5.00	\$30.00
								Water Main Sub Total		\$384.60

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

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

Summary.

Source Of Funding

Net Amount Change Order # 1 (\$)

Previous Change Orders (\$)

Original Contract Amount (\$)

Total Contract Amount (\$)

Special Assessments, Local Utility Funds
-\$14,475.58

\$0.00

\$2,958,513.60

\$2,944,038.02

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

APPROVED

For Contractor

Title



APPROVED DATE

Department Head

Mayor

Attest



PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

9

Improvement District No. BN-24-B1

Type: Final Balancing Change Order #5

Location: 44th St N, north of 40th Ave N (Cass Hwy 20) Date of Hearing: 7/13/2026

<u>Routing</u>	<u>Date</u>
City Commission	<u>7/20/2026</u>
PWPEC File	<u>X</u>
Project File	<u>Tyler Jacobs</u>

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

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

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

RECOMMENDED MOTION

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

PROJECT FINANCING INFORMATION:

Recommended source of funding for project: _____ Special Assessments _____

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

Yes	No
_____	_____
N/A	_____
_____	N/A
_____	_____
N/A	_____

COMMITTEE

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

Background:

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

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

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

Recommended Motion:

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

TMJklb
Attachment



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

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

Change Order No 5
Contractor Dakota Underground Co Inc

Change Order Date 7/7/2026

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

EXPLANATION OF CHANGE Change Order # 5

Section	Line No	Item Description	Unit	Orig Cont Qty	Prev C/O Qty	Prev Cont Qty	Curr C/O Qty	Tot Cont Qty	Unit Price (\$)	C/O Ext Price (\$)
Sanitary Sewer	1	F&I								
		Manhole	EA	16				16		
		GB						-1	\$4,000.00	-\$4,000.00
	2	F&I								
		Manhole								
		w/Int Drop	EA	1				1	\$60,000.00	-\$19,800.00
		8' Dia Reinf								
		Conc								
5		F&I 1-1/4"								
		Trench								
		Found Rock 4" thru 12" Dia	LF	4821			4821	0	\$0.01	-\$48.21
6		F&I Pipe								
		SDR 26 - 6" Dia PVC	LF	32			32	81	\$52.00	\$4,212.00

Section	Line No	Item Description	Unit	Orig Cont Qty	Prev C/O Qty	Prev Cont Qty	Curr C/O Qty	Tot Cont Qty	Unit Price (\$)	C/O Ext Price (\$)
Change Order 3	7	F&I Pipe SDR 26 - 8" LF Dia PVC	LF	646		646	-117	529	\$60.00	-\$7,020.00
	10	F&I Pipe w/GB SDR 26 - 8" Dia LF PVC	LF	361		361	30.5	391.5	\$150.00	\$4,575.00
	13	F&I Force Main - LB Fittings	LB	384		384	66	450	\$23.00	\$1,518.00
Sanitary Sewer Sub Total										-\$20,563.21
Change Order 3	25	Special Bid Item A LS	LS	0.2199999999999997	0	1	0.22	1.22	\$4,730.00	\$1,040.60
	Change Order 3 Sub Total									\$1,040.60
	26	F&I Fittings C153 LB Ductile Iron	LB	4487		4487	-112	4375	\$13.20	-\$1,478.40
Water Main	27	F&I Hydrant - Restrained EA Joint	EA	8		8	1	9	\$6,150.00	\$6,150.00
	28	F&I Hydrant Ext. 12" EA High	EA	1		1	1	2	\$1,700.00	\$1,700.00
	31	F&I 1-1/4" Trench Found Rock LF 4" thru 12" Dia	LF	86		86	-86	0	\$0.01	-\$0.86

Section	Line No	Item Description	Unit	Orig Cont Qty	Prev C/O Qty	Prev Cont Qty	Curr C/O Qty	Tot Cont Qty	Unit Price (\$)	C/O Ext Price (\$)
Storm Sewer	32	F&I 1-1/4" Trench	LF	4469		4469	-4469	0	\$0.01	-\$44.69
	34	Found Rock 14" thru 24" Dia								
		F&I Pipe								
		C900 DR 18 - 6" Dia	LF	86		86	40	126	\$40.00	\$1,600.00
		PVC								
		F&I Pipe								
	35	C900 DR 18 - 16" Dia	LF	4465		4465	15	4480	\$72.00	\$1,080.00
		PVC								
		F&I Pipe								
	36	w/GB C900 DR 18 - 6" Dia	LF	42		42	17	59	\$70.00	\$1,190.00
Dia PVC										
Water Main Sub Total										\$10,196.05
Storm Sewer	43	F&I Manhole 5' Dia Reinf Conc	EA	3		3	-1	2	\$5,500.00	-\$5,500.00
	44	F&I Manhole 6' Dia Reinf Conc	EA	3		3	1	4	\$7,300.00	\$7,300.00
	47	F&I Inlet - Manhole (MH) 4' Dia Reinf Conc	EA	16		16	-6	10	\$4,500.00	-\$27,000.00

Section	Line No	Item Description	Unit	Orig Cont Qty	Prev C/O Qty	Prev Cont Qty	Curr C/O Qty	Tot Cont Qty	Unit Price (\$)	C/O Ext Price (\$)
	48	F&I Inlet - Single Box (SBI) Reinf Conc	EA	4			4	10	\$2,900.00	\$17,400.00
	50	F&I 1-1/4" Trench Found Rock 14" thru 24" Dia	LF	1397			1397	0	\$0.01	-\$13.97
	51	F&I 1-1/4" Trench Found Rock 27" thru 36" Dia	LF	1167			1167	0	\$0.01	-\$11.67
	52	F&I 1-1/4" Trench Found Rock 42" thru 54" Dia	LF	2153			2153	0	\$0.01	-\$21.53
	53	F&I 1-1/4" Trench Found Rock 60" Plus Dia	LF	133			133	0	\$0.01	-\$1.33
	57	F&I Pipe 24" Dia	LF	157			157	134	\$75.00	-\$1,725.00
	62	F&I Pipe 36" Dia Reinf Conc	LF	69			69	62	\$134.00	-\$938.00

Section	Line No	Item Description	Unit	Orig Cont Qty	Prev C/O Qty	Prev Cont Qty	Curr C/O Qty	Tot Cont Qty	Unit Price (\$)	C/O Ext Price (\$)
Paving	64	Remove Pipe All Sizes All Types	LF	399		399	-92	307	\$25.00	-\$2,300.00
	66	F&I Pipe w/GB 24" Dia	LF	53		53	32	85	\$110.00	\$3,520.00
	72	F&I Slope Protection 5" Thick Reinf Conc	SY	59		59	185	244	\$150.00	\$27,750.00
	73	Remove Tree	EA	52		52	-2	50	\$200.00	-\$400.00
	86	F&I Crushed Conc - 10" Thick	SY	1175		1175	-640.63	534.37	\$18.00	-\$11,531.34
Storm Sewer Sub Total										\$18,458.50
	89	Install Salvaged Gravel 7" Thick	SY	1075		1075	63	1138	\$5.00	\$315.00
	94	F&I Driveway 7" Thick Reinf Conc	SY	291		291	9	300	\$88.00	\$792.00
	95	F&I Asphalt Pavement FAA 43 w/ PG58H-34	Ton	979.9999999999999		979.9999999999999	81.33	1061.33	\$105.00	\$8,539.65

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

Section	Line No	Item Description	Unit	Orig Cont Qty	Prev C/O Qty	Prev Cont Qty	Curr C/O Qty	Tot Cont Qty	Unit Price (\$)	C/O Ext Price (\$)
	127	F&I Erosion Control Blanket Type 3	SY	5775		5775	-836.2	4938.8	\$2.50	-\$2,090.50
	128	Silt Fence - Standard Inlet	LF	4413		4413	-664	3749	\$2.50	-\$1,660.00
	129	Protection - New Inlet	EA	18		18	7	25	\$250.00	\$1,750.00
Erosion Control Sub Total										-\$6,521.56

Summary.

Source Of Funding
Net Amount Change Order # 5 (\$)
Previous Change Orders (\$)
Original Contract Amount (\$)
Total Contract Amount (\$)

Special Assessment
\$10,142.27
\$114,217.00
\$9,841,796.56
\$9,966,155.83

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

CONTRACT DATES

Current Substantial Completion Date
10/2/2025
Additional Days Substantial Completion
0
New Substantial Completion Date
10/2/2025

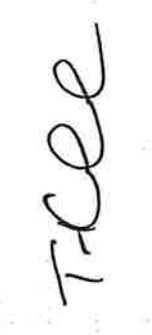
Current Final Completion Date
3/16/2026
Additional Days Final Completion
0
New Final Completion Date
3/16/2026

Interim Completion Dates

APPROVED
For Contractor
Title


Jared Heller
Dakota Underground Company
Project Manager

APPROVED DATE
Department Head
Mayor
Attest



REPORT OF ACTION

PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

10

Improvement District No. BR-23-A2

Type: Amendment #2

Location: Main Ave, University Dr to 25th St

Date of Hearing: 7/13/2026

Routing

City Commission

Date7/20/2026

PWPEC File

X

Project File

Shane Geraghty

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

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

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

RECOMMENDED MOTION

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

PROJECT FINANCING INFORMATION:

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

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

Yes	No
N/A	
N/A	
N/A	

COMMITTEE

Josh 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: Shane Geraghty, PE, Civil Engineer
Date: July 8, 2026
Re: Improvement District No. BR-23-A2 – Amendment #2
Apex Engineering ESA – Utility Redesign for Main Avenue Rebid

Background:

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

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

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

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

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

Recommended Motion:

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

STG/klb
Attachments

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

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

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

Background/Description of Work:

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

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

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

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

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

Fee Amendment Request:

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

Contract Terms & Conditions:

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

City:

Signature: _____

Title: _____

Date: _____

Consultant:

Signature: Matthew T. Kinsella
 Matthew T. Kinsella

Title: Vice President

Date: 06/12/2026

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

Apex Engineering Group, Inc.
Client: City of Fargo

THIS SCOPE OF SERVICES PERTAINS TO THE FOLLOWING WORK ITEMS

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

CLIENT/OWNER AND POINT OF CONTACT

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

SOFTWARE REQUIREMENTS

- AutoCAD and Civil 3D

PROJECT SCHEDULE

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

NOT INCLUDED IN THIS SCOPE OF WORK

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

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

ASSUMPTIONS:

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

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

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

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

AMENDMENT NO. 2 – SCOPE OF SERVICES

TASK 1.0: PROJECT MANAGEMENT

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

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

Task 1.0 Deliverables:

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

TASK 2.0: PRELIMINARY ENGINEERING – CITY SEWER AND WATER

- NO ADDITIONAL WORK FOR THESE TASKS IN AMENDMENT NO. 2

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

Task 2.0 Deliverables:

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

TASK 3.0: FINAL DESIGN – CITY SEWER AND WATER

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

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

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

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

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

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

Task 3.0 Deliverables:

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

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

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

Apex Project No. 22-103.0099

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

Total Labor Hours **46** **48** **104** **0** **196** **0** **394**

Total Labor Costs **\$11,960** **\$11,856** **\$22,880** **\$0** **\$32,928** **\$0** **\$79,624**

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

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



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

July 15, 2026

Honorable Board of City
Commissioners
City of Fargo
Fargo, ND

Re: Improvement District No. BN-26-B1

Dear Commissioners:

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

The bids were as follows:

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

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

No protests have been received.

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

Sincerely,

Thomas Knakmuhs, P.E.
City Engineer

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

J&O 45th Street Apartments

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

NOW THEREFORE Thomas Knakmuhs, do hereby certify as follows:

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

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

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

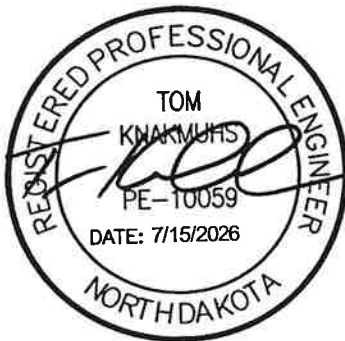
Line	Description	Unit	Quantity	Unit Price (\$)	Amount (\$)
Water Main					
1	F&I Fittings C153 Ductile Iron	LB	97.00	20.00	1,940.00
2	F&I Hydrant	EA	1.00	10,000.00	10,000.00
3	Salvage Hydrant	EA	1.00	1,000.00	1,000.00
4	Plug Pipe 4" Dia	EA	1.00	500.00	500.00
5	Plug Pipe 6" Dia	EA	1.00	600.00	600.00
6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

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

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

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

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



Thomas Knakmuhs, P.E.
City Engineer

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

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

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

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

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

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

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

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

C E R T I F I C A T E

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

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

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

Susan Thompson
City Auditor

(SEAL)

12

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

July 15, 2026

Honorable Board of City
Commissioners
City of Fargo
Fargo, ND

Re: Improvement District No. UR-26-G1

Dear Commissioners:

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

The bids were as follows:

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

Private financial security is not needed.

No protests have been received.

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

Sincerely,



Thomas Knakmuhs, P.E.
City Engineer

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

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

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

NOW THEREFORE Thomas Knakmuhs, do hereby certify as follows:

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

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

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

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

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

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



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

Thomas Knakmuhs, P.E.
City Engineer

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

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

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

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

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

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

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

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

C E R T I F I C A T E

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

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

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

Susan Thompson
City Auditor

(SEAL)

PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

13

Project No. TN-24-A1

Type: Final Balancing Change Order #7

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

Date of Hearing: 7/13/2026

RoutingDate

City Commission

7/20/2026

PWPEC File

X

Project File

Leroy Grant

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

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

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

RECOMMENDED MOTION

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

PROJECT FINANCING INFORMATION:

Recommended source of funding for project: Cass County Funds

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

Yes	No
N/A	
N/A	
N/A	

COMMITTEE

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
☐	☐	☐	
☐	☐	☐	
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ATTEST:

C: Kristi Olson


 Tom Knakmuhs, P.E.
 City Engineer

Memorandum

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

Background:

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

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

Final Balancing Change Order #7

Attached is Final Balancing Change Order #7 in the amount of \$8,365.60. The Contractor met the requirements of the contract and it has been accepted by the City. This FBCO reconciles the estimated quantities used in the contract with the final quantities as measured in the field.

Original Contract:	\$	235,468.80
Change Order #1-6	\$	25,540.86
FBCO #7	\$	8,365.60
Total Contract:	\$	269,375.26

Recommended Motion:

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

LG/klb
Attachment



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

RED RIVER REGIONAL DISPATCH CENTER FIBEROPTIC INSTALLATION

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

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

EXPLANATION OF CHANGE Change Order # 7

Final Balancing Change Order

Section	Line No	Item Description	Unit	Orig Cont Qty	Prev C/O Qty	Prev Cont Qty	Curr C/O Qty	Tot Cont Qty	Unit Price (\$)	C/O Ext Price (\$)
Miscellaneous	1	F&I Conduit 2" Dia	LF	6345	0	6536	250	6786	\$7.80	\$1,950.00
	2	F&I Fiber Optic Cable - 144SM	LF	14000		14000	-264	13736	\$3.35	-\$884.40
	3	F&I Fiber Vault	EA	6		6	1	7	\$7,300.00	\$7,300.00
Miscellaneous Sub Total										\$8,365.60

Summary

Source Of Funding

Net Amount Change Order # 7 (\$)

Previous Change Orders (\$)

Original Contract Amount (\$)

Total Contract Amount (\$)

Cass County Funds
\$8,365.60
\$25,540.86
\$235,468.80
\$269,375.26

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

APPROVED

For Contractor

Brent Pasacion

Title

Senior Project Manager

APPROVED DATE

Department Head

Mayor

Attest

T-R

PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

14

Project No. TR-25-E1

Type: Final Balancing Change Order #2

Location: Citywide

Date of Hearing: 7/13/2026

Routing

City Commission

Date7/20/2026

PWPEC File

X

Project File

Leroy Grant

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

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

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

RECOMMENDED MOTION

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

PROJECT FINANCING INFORMATION:

Recommended source of funding for project: Street Light Utility Funds

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

Yes	No
N/A	
N/A	
N/A	

COMMITTEE

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

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

ATTEST:

C: Kristi Olson


 Tom Knakmuhs, P.E.
 City Engineer

Memorandum

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

Background:

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

Cobalt Coatings is the Prime Contractor for this project.

Final Balancing Change Order #2

Attached is Final Balancing Change Order #2 in the amount of \$0.00. The Contractor met the requirements of the contract and it has been accepted by the City. This FBCO reconciles the estimated quantities used in the contract with the final quantities as measured in the field.

Original Contract:	\$	72,450.00
Change Order #1	\$	25,800.00
FBCO #2	\$	0.00
Total Contract:	\$	98,250.00

Recommended Motion:

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

LG/klb
Attachment



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

Final Balancing
Change Order

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

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

EXPLANATION OF CHANGE Change Order # 2

Final Balancing Change Order

Section	Line No	Item Description	Unit	Orig Cont	Prev C/O	Prev Cont	Curr C/O	Tot Cont	Unit Price	C/O Ext Price
				Qty	Qty	Qty	Qty	Qty	(\$)	(\$)
Sub Total										\$0.00

Summary.

Source Of Funding

Net Amount Change Order # 2 (\$)

Previous Change Orders (\$)

Original Contract Amount (\$)

Total Contract Amount (\$)

Utility Funds - Street Lights - 528

\$0.00

\$25,800.00

\$72,450.00

\$98,250.00

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

APPROVED

For Contractor

Title


President

APPROVED DATE

Department Head

Mayor

Attest





Memorandum

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

Dear Commissioners:

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

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

Year 1 ----- 8/1/2026 -7/31/2027---- \$6,010.00/month ----- \$72,120.00/year
Year 2 ----- 8/1/2027-7/31/2028 ---- \$6,190.00/month ----- \$74,280.00/year
Total Contract Extension for 2 years: \$146,400.00

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

Attached: Original agreement, amendment for signatures.

Recommended Action:

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

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

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

1. TERM

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

2. STATEMENT OF WORK

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

3. MATERIALS

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

4. LIEN WAIVER

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

5. COMPENSATION

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

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

6. OWNERSHIP OF DOCUMENTS

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

7. INDEPENDENT CONTRACTOR

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

8. NO CONFLICTS OF INTEREST

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

9. CONFIDENTIALITY

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

10. INSURANCE

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

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

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

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

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

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

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

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

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

11. INDEMNIFICATION

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

12. FORCE MAJEURE

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

13. DISPUTE RESOLUTION

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

14. GOVERNING LAW

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

15. ENTIRE AGREEMENT

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

16. ASSIGNMENT

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

17. TERMINATION

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

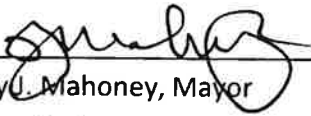
18. SEVERABILITY

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

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

CITY OF FARGO

OSGOOD CLEANING SERVICES LLC

BY 
Dr. Timothy J. Mahoney, Mayor

BY 
A. Chari, for Osgood Cleaning Services, LLC

DATE: 6/26/23

DATE: 6/21/2023

ATTEST:

BY 
Steven Sprague, City Auditor

Statement of Work

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

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

Daily (Monday through Friday)

All Areas

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

Lunch/Break Rooms

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

Restrooms

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

Weekly

- Perform high dusting in all areas

Bi-Weekly

- Edge clean all carpet

Monthly

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

Quarterly

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

Semi-Annually

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

Yearly

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

As needed

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

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

CLEANING SUPPLIES AND EQUIPMENT

The City of Fargo will provide the following supplies:

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

- Baby changing liners
- Paper products

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

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

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

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

Rate Sheet

Osgood Cleaning Services LLC

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

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

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

Amendment to the agreement

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

The parties mutually agree to amend the Agreement as follows:

Term extension for 2 years with updated negotiated rates:

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

Building Location and Information:

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

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

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

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

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

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

CITY OF FARGO

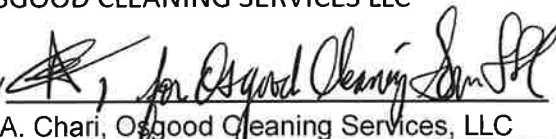
BY _____
Joshua Boschee, Mayor

DATE: _____

ATTEST:

BY _____
Angie Bear, Deputy City Auditor

OSGOOD CLEANING SERVICES LLC

BY  _____
A. Chari, Osgood Cleaning Services, LLC

DATE: _____



16

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

TO: Board of Commissioners

FROM: Susan Thompson, Director of Finance

RE: FAHR Staff meeting – Items for Commission Review/Approval

DATE: July 15, 2026

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

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

Public Health – G25.727 93.898 Partial; Grant Award

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



FAHR Staff Meeting

Location: Meadowlark Room – Microsoft Teams

Date: July 13th, 2026

Time: 9:00AM

WELCOME

Page

A. NEW BUSINESS:

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

B. BUDGET ADJUSTMENT:

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

C. OTHER:

D. ADJOURN:

- Next Meeting: July 27th, 2026



TRANSIT OFFICE

TRANSIT OFFICE

650 23RD St. N.

Fargo, ND 58102

Phone: 701.241.8140 | Fax: 701.241.8558

FargoND.gov

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

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

Asset slated for disposal:

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

Background

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

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

Suggested Motion:

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



**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: BOARD OF CITY COMMISSIONERS

FROM: JENN FAUL *JF*
DIRECTOR OF PUBLIC HEALTH

DATE: JULY 13, 2026

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

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

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

Suggested Motion:

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

JF/lis
Attachment

**NOTICE OF GRANT AWARD**

NORTH DAKOTA DEPARTMENT OF HEALTH AND HUMAN SERVICES

SFN 53771 (05-2025)

Grant Number G25.727	CFDA Name WW Fed: Cancer Prevention and Control for States, Territorial, and Tribal Organizations. WW Special: Not applicable.		CFDA Number WW Fed: 93.898 for \$79,275 WW Special: Not applicable for \$23,640
FAIN Number WW Fed: NU58DP007108 WW Special: Not applicable	Grant Type (Check One) ☒ Program ☐ R&D	Grant Start Date 6/30/2026	Grant End Date 6/29/2027
Federal Award Date WW Fed: 6/24/2026 WW Special: Not applicable	Federal Awarding Agency WW Fed: United States Department of Health and Human Services WW Special: Not applicable		
This award is not effective and expenditures related to this award should not be incurred until all parties have signed this document.			
Title of Project/Program <i>Women's Way</i>		North Dakota Department of Health and Human Services (NDDHHS) Project Code WW Fed: 4521 S251-OC-08 31: \$79,275 WW Special: 4521 S251-OC-08 32: \$23,640	
Grantee Name: Fargo Cass Public Health		Project Director: Susan Mormann	
Address: 1240 25th Street South		Address: 600 East Boulevard Avenue, Dept. 325	
City/State/ZIP Code: Fargo, ND 58103-2367		City/State/ZIP Code: Bismarck, ND 58505-0250	
Contact Name: Louisa Bergman		Contact Name: Paulette DeLeonardo	
Telephone Number: 701-298-6918		Telephone Number: 701-328-2479	
Email Address: LBergman@FargoND.gov		Email Address: pdeleonardo@nd.gov	
Amount Awarded	NDDHHS Cost Share \$102,915	Grantee Cost Share \$0	Total Costs \$102,915
Previous Funds Awarded	\$0	\$0	\$0
Total Funds Awarded	\$102,915	\$0	\$102,915
Indirect Rate (Check One)	☐ Subrecipient waived indirect costs	☐ De minimis rate of % (limited to 15%)	☐ Negotiated/Approved rate of %
Scope of Service Grantee will administer and manage <i>Women's Way</i> to conduct the North Dakota Breast and Cervical Cancer Early Detection Program within its mutually agreed-upon service area. Grantee will follow the <i>Women's Way</i> Local Coordinating Unit (LCU) Policy and Procedure Manual. Grantee will attend the bi-monthly teleconferences, the annual local coordinating unit meeting and/or any mandatory training required by the state office. Screening goals, including patient navigation only and priority populations, provider-clinic consultations, and community-clinical linkages, are further defined in Attachment A.			
Reporting Requirements Reporting requirements are defined in Attachment A.			
Special Conditions The Department must pre-approve all materials developed using <i>Women's Way</i> funds and/or logo. Note: Healthcare reform and state appropriations may affect the funding available in subsequent periods.			
This Notice of Grant Award is subject to the terms and conditions incorporated either directly or by reference in the following: (1) Requirements Addendum and Grantee Assurances for Notice of Grant Awards issued by the NDDHHS as signed by Grantee for the period of July 1, 2025, to June 30, 2027 [Finance Use Only: ☐ Requirements Received; ☐ Questionnaire received] and (2) applicable State and Federal regulations.			
Evidence of Grantee's Acceptance		Evidence of NDDHHS Acceptance	
Date 07/09/2026	Signature 	Date	Signature
Typed Name/Title of Authorized Representative Jennifer Faul, Director of Fargo Cass Public Health		Typed Name/Title of Authorized Representative Susan M. Mormann, Unit Director Health Promotion & Chronic Disease Prevention	
Date	Signature	Date	Signature
Typed Name/Title of Authorized Representative Joshua A. Boschee, Mayor, City of Fargo		Typed Name/Title of Authorized Representative Donna Aukland, Chief Financial Officer	

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

G25.727

Fargo Cass Public Health

ATTACHMENT A

SCOPE OF SERVICE

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

Screening Goals

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

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

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

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

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

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

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

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

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

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

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

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

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

COLLABORATION EFFORTS

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

REPORTING REQUIREMENTS

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

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

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

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

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

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



FARGO CASS PUBLIC HEALTH
ADMINISTRATION
1240 25th Street South
Fargo, ND 58103-2367
Phone 701.241.1360
FargoCassPublicHealth.com

MEMORANDUM

TO: BOARD OF CITY COMMISSIONERS

FROM: JENN FAUL *JF*
DIRECTOR OF PUBLIC HEALTH

DATE: JULY 20, 2026

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

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

BUDGET ADJUSTMENT

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

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

Suggested Motion:

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

JF/lls
Attachment

**NOTICE OF GRANT AWARD**

NORTH DAKOTA DEPARTMENT OF HEALTH AND HUMAN SERVICES

SFN 53771 (05-2025)

Grant Number G25.674	CFDA Name Not Applicable		CFDA Number Not Applicable
FAIN Number Not Applicable	Grant Type (Check One) ☒ Program ☐ R&D	Grant Start Date 6/30/2026	Grant End Date 12/31/2026
Federal Award Date Not applicable	Federal Awarding Agency Not applicable		
This award is not effective and expenditures related to this award should not be incurred until all parties have signed this document.			
Title of Project/Program Sun Safety – Multifaceted Approach		North Dakota Department of Health and Human Services (NDDHHS) Project Code 4521 S251-OC-08 34	
Grantee Name Fargo Cass Public Health		Project Director Annette D. Clark	
Address 1240 25 th St South		Address 600 East Boulevard Avenue, Dept. 325	
City/State/ZIP Code Fargo, ND 58103-2367		City/State/ZIP Code Bismarck, ND 58505-0250	
Contact Name Abby Lange, Health Promotion Director		Contact Name Annette D. Clark	
Telephone Number 701-241-8576		Telephone Number 701-328-9460	
Email Address ALange@FargoND.gov		Email Address adclark@nd.gov	
	NDDHHS Cost Share	Grantee Cost Share	Total Costs
Amount Awarded	\$2,000	\$0	\$2,000
Previous Funds Awarded	\$0	\$0	\$0
Total Funds Awarded	\$2,000	\$0	\$2,000
Indirect Rate (Check One)	☒ Subrecipient waived indirect costs	☐ De minimis rate of % (limited to 15%)	☐ Negotiated/Approved rate of %
Scope of Service Grantee will provide supportive sun safety education and preventive cancer recommendations and will purchase sun safety supplies and materials to disseminate at community outreach events and locations. Grantee will participate in virtual meeting calls for project updates and technical assistance as needed or as required by the Department.			
Reporting Requirements Grantee will provide an interim written progress report of activities completed by September 30, 2026. Grantee will provide a final written progress report of activities completed by December 31, 2026. Grantee will submit an expenditure report at least quarterly via the Program Reporting System (PRS). Expenditure report for June 30, 2026 must be received by July 15, 2026. Final expenditure report for the period ending December 31, 2026 must be received by January 15, 2027. Reimbursements will be processed upon the Department's approval of expenditure reports and progress reports of services completed.			
Special Conditions None.			
This Notice of Grant Award is subject to the terms and conditions incorporated either directly or by reference in the following: (1) Requirements Addendum and Grantee Assurances for Notice of Grant Awards issued by the NDDHHS as signed by Grantee for the period of July 1, 2025 to June 30, 2027 [Finance Use Only: ☐ Requirements Received; ☐ Questionnaire received] and (2) applicable State and Federal regulations.			
Evidence of Grantee's Acceptance		Evidence of NDDHHS Acceptance	
Date 07/08/2026	Signature <i>Jenn Faul</i>	Date	Signature
Typed Name/Title of Authorized Representative Jenn Faul, Director of Public Health		Typed Name/Title of Authorized Representative Jesse L. Tran, PhD, MBA, Assistant Unit Director Health Promotion & Chronic Disease Prevention	
Date	Signature	Date	Signature
Typed Name/Title of Authorized Representative Joshua A Boschee, Mayor, City of Fargo		Typed Name/Title of Authorized Representative Dirk D. Wilke, J.D., M.B.A., Executive Director of Public Health	
ATTEST:		Angie Bear, Deputy City Administrator	

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

BUDGET ADJUSTMENT REQUEST

This form must be completed for all budget adjustments. Please include this form with any requests submitted to FAHR and Commission. If the requested adjustment is a reallocation of budgeted funds within the same department, the request form can be sent directly to Finance. Please email to: Finance@fargond.gov.

*Finance should review this adjustment request form for validity before it is presented to ensure accuracy. Any budget adjustments that increase expenditures **MUST** be approved by City Commission to be entered.*

DEPARTMENT: Fargo Cass Public Health

REQUESTED BY: Jenn Faul

PROJECT NUMBER : HE25

DATE PREPARED: 7/6/2026

Grant Number: G25.674

DESCRIPTION OF REQUEST:

Notice of Grant Award for Sun Safety. Grant award is \$2000 for 2026. We will purchase sun safety supplies and materials to disseminate at community event!

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

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

PLEASE NOTE: Budget Adjustments that increase expenditures MUST be approved by Finance & Commission.

MONTHLY ALLOCATION (if not evenly over the remaining months of the year)					
Jan	Feb	Mar	Apr	May	June
Jul	Aug	Sep	Oct	Nov	Dec

FINANCE DEPT USE ONLY:

FAHR REVIEWED ON:

COMMISSION APPROVED ON:

ENTERED BY FINANCE:

Date:

By:

BA#



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FARGO CASS PUBLIC HEALTH
ADMINISTRATION
1240 25th Street South
Fargo, ND 58103-2367
Phone 701.241.1360
FargoCassPublicHealth.com

MEMORANDUM

TO: BOARD OF CITY COMMISSIONERS

FROM: JENN FAUL 
DIRECTOR OF PUBLIC HEALTH

DATE: JULY 20, 2026

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

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

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

Suggested Motion:

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

JF/lis
Attachment

**NOTICE OF GRANT AWARD**

NORTH DAKOTA DEPARTMENT OF HEALTH AND HUMAN SERVICES

SFN 53771 (05-2025)

Grant Number G25.800	CFDA Name Not Applicable		CFDA Number Not Applicable
FAIN Number Not Applicable	Grant Type (Check One) ☒ Program ☐ R&D	Grant Start Date 7/1/2026	Grant End Date 6/30/2027
Federal Award Date Not Applicable	Federal Awarding Agency Not Applicable		
This award is not effective and expenditures related to this award should not be incurred until all parties have signed this document.			
Title of Project/Program Local Public Health Unit Tobacco Prevention and Control Program		North Dakota Department of Health and Human Services (NDDHHS) Project Code: 4521 Z684-OC-00 31	
Grantee Name Fargo Cass Public Health		Project Director Neil Charvat	
Address: 1240 25 th St S		Address: 600 E. Boulevard Ave., Dept. 325	
City/State/ZIP Code: Fargo, ND 58103-2367		City/State/ZIP Code: Bismarck, ND 58505-0250	
Contact Name: Jen Faul		Contact Name: Abby Erickson	
Telephone Number: 701-241-1380		Telephone Number: 701-328-3337	
Email Address: JFaul@FargoND.gov		Email Address: abbyerickson@nd.gov	
	NDDHHS Cost Share	Grantee Cost Share	Total Costs
Amount Awarded	\$577,231	\$0	\$577,231
Previous Funds Awarded	\$0	\$0	\$0
Total Funds Awarded	\$577,231	\$0	\$577,231
Indirect Rate (Check One)	☐ Subrecipient waived indirect costs	☒ De minimis rate of 10 % (limited to 15%)	☐ Negotiated/Approved rate of %
Scope of Service Grantee will implement Tobacco Prevention and Control Program (TPCP) services in accordance with the Grantee's TPCP work plan and budget as approved by the North Dakota Department of Health and Human Services (Department). Grantee will follow the current <i>North Dakota Comprehensive Tobacco Prevention and Control State Plan based on Centers for Disease Control and Prevention (CDC) Best Practices for Comprehensive Tobacco Control Programs 2014</i> . Grantee will submit any requests for use of the NDQuits logo or URL (i.e. newspaper, newsletter, ads, banners, signs, etc.) to the Department for approval prior to publication. Grantee will submit any media produced with TPCP funding to the Department to allow sharing of media resources by all grantees.			
Reporting Requirements Grantee must submit at least quarterly requests for reimbursement via the Program Reporting System (PRS) by the 15th of the following month. Grantee must submit a quarterly progress report of activities completed as described in the Grantee's approved work plan and budget. Final request for reimbursement for the period ending June 30, 2027, must be received by July 15, 2027. Reimbursements will be processed upon Department approval of requests for reimbursement and progress reports.			
Special Conditions NDQuits Medication Assistance Program (MAP) is designed to assist the Department's Regional Behavioral Health Clinics (BHC) provide more effective nicotine dependence treatment services for North Dakotans. MAP funds are part of the Center for Medicare and Medicaid Services (CMS) Medicaid quitline match designated for use to assist BHCs with tobacco treatment and are not factored into the standard 25% budget flexibility allowances.			
This Notice of Grant Award is subject to the terms and conditions incorporated either directly or by reference in the following: (1) Requirements Addendum and Grantee Assurances for Notice of Grant Awards issued by the NDDHHS as signed by Grantee for the period of July 1, 2025 to June 30, 2027 [Finance Use Only: ☒ Requirements Received; ☐ Questionnaire received] and (2) applicable State and Federal regulations.			
Evidence of Grantee's Acceptance		Evidence of NDDHHS Acceptance	
Date 07/14/2026	Signature 	Date	Signature
Typed Name/Title of Authorized Representative Jenn Faul, Director of Public Health		Typed Name/Title of Authorized Representative Susan M. Mormann, Unit Director Health Promotion & Chronic Disease Prevention	
Date	Signature	Date	Signature
Typed Name/Title of Authorized Representative Joshua A Boschee, Mayor, City of Fargo		Typed Name/Title of Authorized Representative Donna Aukland, Chief Financial Officer	
ATTEST: _____		Angie Bear, Deputy City Auditor	

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



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18

FARGO CASS PUBLIC HEALTH

ADMINISTRATION

1240 25th Street South

Fargo, ND 58103-2367

Phone 701.241.1360

FargoCassPublicHealth.com

MEMORANDUM

TO: BOARD OF CITY COMMISSIONERS

FROM: GRANT LARSON *GL*
ENVIRONMENTAL HEALTH DIRECTOR

DATE: JULY 20, 2026

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

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

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

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

Suggested Motion:

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

GL/lls



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ADMINISTRATION
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Phone 701.241.1360
FargoCassPublicHealth.com

MEMORANDUM

TO: BOARD OF CITY COMMISSIONERS

FROM: GRANT LARSON *GL*
ENVIRONMENTAL HEALTH DIRECTOR

DATE: JULY 20, 2026

RE: LODGING ORDINANCE – ARTICLE 13-14

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

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

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

Suggested Motion:

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

GL/lls



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

MEMORANDUM

TO: BOARD OF CITY COMMISSIONERS

FROM: GRANT LARSON *GL*
ENVIRONMENTAL HEALTH DIRECTOR

DATE: JULY 20, 2026

RE: RECREATIONAL AQUATIC FACILITIES – ARTICLE 13-10

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

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

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

Suggested Motion:

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

GL/lis



21

Memorandum

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

Background:

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

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

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

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

PROPOSAL FORM

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

Company Name: Western Excavation

Company Address: 995 You Betcha Drive Horace, North Dakota

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

Cost:

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

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

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

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

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

Clearing of trees per Forestry notes: N/A

Asbestos Allowance: \$ 5,000.00

Additional items: \$ 0.00

TOTAL COST: \$ _____

[] Contractors License number: 000047362

By: Jamison Gehrig
(Name)

Jamison Gehrig

(Signature)

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

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

PROPOSAL FORM

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

Company Name: Industrial Builders, Inc.

Company Address: PO Box 406, Fargo, ND 58107

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

Cost:

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

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

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

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

Clearing of trees per Forestry notes: N/A

Asbestos Allowance: \$ 5,000.00

Additional items: None \$ 0.00

TOTAL COST: \$ 107,000.00

[] Contractors License number: 214 Class A

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

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

PROPOSAL FORM

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

Company Name: Pioneer LLC

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

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

Cost:

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

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

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

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

Seeding, fertilizing, and hydro mulching: \$ 1540

Clearing of trees per Forestry notes: N/A

Asbestos Allowance: \$ 5,000

Additional items: \$ _____

TOTAL COST: \$ 47,200

[] Contractors License number: 59006

By: Anthony Hare 
(Name) (Signature)

Project Manager thare@pioneerfargo.com (218) 443-6546
(Title) (Email) (phone)

PROPOSAL FORM

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

Company Name: MASTER CONSTRUCTION CO. INC

Company Address: 1572 45TH ST N., FARGO, ND

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

Cost:

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

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

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

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

\$ 4,000.00

Seeding, fertilizing, and hydro mulching:

\$ 1,500.00

Clearing of trees per Forestry notes:

N/A

Asbestos Allowance:

\$ 5,000.00

Additional items: N/A

\$ N/A

TOTAL COST:

\$ 52,500.00

[] Contractors License number: 1942

By: ZACHARY S. IVERSON
 (Name)

Zachary S. Iverson
 (Signature)

PROJECT MANAGER
 (Title)

ZACH.MASTER@CONSTRUCTION@gmail.com
 (Email)

701-799-1442
 (phone)

PROPOSAL FORM

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

Company Name: LinnCo, Inc.

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

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

Cost:

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

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

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

Lot to be filled, compacted and brought to grade
for proper drainage: \$ 11,500.00

Seeding, fertilizing, and hydro mulching: \$ 3,500.00

Clearing of trees per Forestry notes: N/A

Asbestos Allowance: \$ 5,000.00

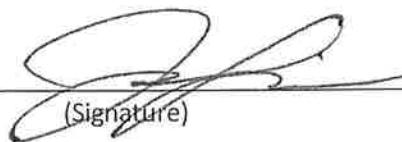
Additional items: N/A \$ N/A

TOTAL COST: \$ 129,000.00

[] Contractors License number: 416000

By: John Linnemann

(Name)


(Signature)

Estimator/Project Manager

(Title)

john@linncoinc.com

(Email)

320-290-1511

(phone)

PROPOSAL FORM

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

Company Name: Earthwork Services, Inc.

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

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

Cost:

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

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

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

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

\$ 4,000.00

Seeding, fertilizing, and hydro mulching:

\$ 5,000.00

Clearing of trees per Forestry notes:

N/A

Asbestos Allowance:

\$ 5000.00

Additional items: _____

\$ _____

TOTAL COST:

\$ 73,000.00

[] Contractors License number: 46948

By: _____

(Name)

(Signature)

(Title)

(Email)

(phone)

AGREEMENT FOR PROPERTY DEMOLITION

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

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

1. Contractor is hereby awarded the Contract to demolish **115 6 Avenue North, Fargo ND, 58102** (“Demolition Property”), in accordance with the attached Request for Proposals (RFP26210) Specifications, attached hereto as Exhibit A. Contractor agrees to undertake and execute all work in a good, substantial and workmanlike manner, and to furnish all the materials, tools and labor necessary to properly perform and complete the work ready for use, in strict accordance with the RFP Specifications, and Pioneer LLC (form attached hereto as Exhibit B). In addition, Contractor must provide a Certificate of Insurance and Contract Bond or similar documents acceptable to the City; all of which are incorporated by reference and made part of this Agreement.

2. Contractor must abide by all applicable laws. Contractor agrees to indemnify and hold harmless the City from and against any and all liability, damages, penalties, judgments, or claims of whatever nature arising from injury to person(s) or property upon the Demolition Property, including any person or property in or upon Demolition Property caused by the negligence of the Contractor or their servants or employees in carrying out or attempting to carry out this Agreement, and from claims made by laborers or others for injury sustained by reason of the negligence of the Contractor, their servants or employees, in the performance or attempted performance of this Agreement. Contractor further shall indemnify the City from damages sustained by depositing materials to public injury or to the injury of any person or corporation, or resulting from the use of any patented material, implement or process which may be employed in executing the work under this Agreement, including costs and expense of defense. Contractor shall be notified of the bringing of suit in such cases, and be permitted to defend the same, and City may withhold final payment of this Agreement for the indemnity of the City. All property kept, maintained, or stored on Demolition Property shall be so kept, maintained and stored at the sole risk of Contractor.

3. Contractor shall commence work under this Agreement within thirty (30) days or at such other time as agreed after being instructed to do so in a written notice from the City. Contractor's failure to commence work as directed may be deemed a breach of contract, and the Contractor and surety shall be liable for the full amount of the Agreement. If, at any time during the prosecution of the work, in the opinion of the Inspections Building Official, Contractor is not employing the necessary resources to timely complete the Agreement, or performing in an unworkmanlike manner, City shall give Contractor and their surety five (5) days written notice to comply. Failure to comply may be deemed a breach of contract, and the Contractor and surety shall be liable on their bond for the full amount of the Agreement price. The notice provided for in this section may be served upon the Contractor by delivering the same to any person in charge of the work, or by leaving the same at the office of the Contractor in Fargo and upon the surety of the Contractor by leaving the same at the office of such surety in Fargo.

4. Neither the abandonment of this Agreement by the Contractor, as herein provided, nor the declaration by the City that the same is forfeited, nor the doing of the said work by the bidder, shall release the surety of the Contractor from liability under this Contract.

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

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

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

[Signature pages to follow.]

DATED this 15 day of July, 2026.

Pioneer LLC,
a North Dakota Limited Liability Company

By [Signature]
Its Project Manager

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

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



[Signature]
Notary Public
Cass County, North Dakota

DATED this ____ day of _____, 2026.

CITY OF FARGO,
a North Dakota municipal corporation

By _____
Josh Boschee, Mayor

ATTEST:

Angie Bear
Deputy Auditor on behalf of City Auditor

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

On this ____ day of _____, 2026, before me, a notary public in and for said county and state, personally appeared TIMOTHY J. MAHONEY and STEVEN SPRAGUE, to me known to be the Mayor and Auditor of the City of Fargo, described in and who executed the within and foregoing instrument, and acknowledged to me that they executed the same.

(SEAL)

Notary Public
Cass County, North Dakota



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

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

Issued By:

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

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

Exhibit A

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

"Building Demolition Rebid"

Demolition of Structure address:

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

Qualified firms interested in responding to the RFP shall submit

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

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

**CITY OF FARGO SPECIFICATIONS
BUILDING DEMOLITION**

PART 1 - GENERAL

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

115 6 Avenue North

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

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

Inspections Representative Contact

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

Exhibit A

TIMEFRAME FOR PROJECT:

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

PART 2 – SCOPE OF WORK

2.1. PROTECTION OF EXISTING FACILITIES

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

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

2.2. OWNERSHIP OF PROPERTY

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

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

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

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

Exhibit A

2.3. RODENT EXTERMINATION

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

2.4. DEMOLITION REQUIREMENTS

The work under this contract shall consist of the following:

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

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

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

B. Removal of all exterior foundation walls and floors.

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

D. Utility lines.

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

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

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

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

Exhibit A

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

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

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

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

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

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

F. Removal of all concrete basement floors.

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

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

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

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

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

L. Materials: Topsoil, Fill, Seeding and Fertilizer

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

Exhibit A

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

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

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

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

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

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

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

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

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

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

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

Exhibit A

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

5a) Type A & Type B Seeding:

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

5b) Mulching – Type 1 (Hydro Mulch):

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

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

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

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

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

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

Exhibit A

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

R. Permits & Notifications

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

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

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

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

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

S. Asbestos Testing

Required: ☒ Yes ☐ No

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

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

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

- Asbestos allowance will not be factored into the low bid

Exhibit A

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

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

- Asbestos allowance will not be factored into the low bid

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

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

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

U. Lead Based Paint

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

V. Miscellaneous Solid Waste (MSW)

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

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

W. Clearing & Grubbing

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

Exhibit A

X. Tree Removal

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

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

Y. Topsoil Stripping

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

PART 3 - GUARANTEE, MEASUREMENT & PAYMENT

3.1. GUARANTEE

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

3.2. MEASUREMENT AND PAYMENT (revised January, 2002)

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

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

PART 4- SUBMITTAL OF PROPOSAL/CONTRACT

4.1. CONTRACT

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

Proposal must include the following information:

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

Exhibit A

- 4. Asbestos cost to be \$5,000 allowance.
 - Please note on bid if asbestos allowance is included.
 - Asbestos sample, test, and abatement invoices are required with final payment request.
 - Asbestos abatement is a requirement by the State of North Dakota.
- 5. Itemized capping utility costs including capping at the main
- 6. Itemize tree removal costs if applicable
 - See forestry note if applicable.

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

Exceptions & Deviations:

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

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

Additional Items	Cost of Items

PART 5 - SELECTION CRITERIA

5.1 EVALUATION

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

- Qualifications & Experience - 30 Points
- Understanding of the Scope of Work - 30 Points
- Cost Proposal - 40 Points

Exhibit A

PROPOSAL FORM

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

Company Name: _____

Company Address: _____

Address of Demolition work to be performed: _____

Cost:

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

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

To include Street repair and traffic control: \$ _____

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

Seeding, fertilizing, and hydro mulching: \$ _____

Clearing of trees per Forestry notes: N/A

Asbestos Allowance: \$ _____

Additional items: _____ \$ _____

TOTAL COST: \$ _____

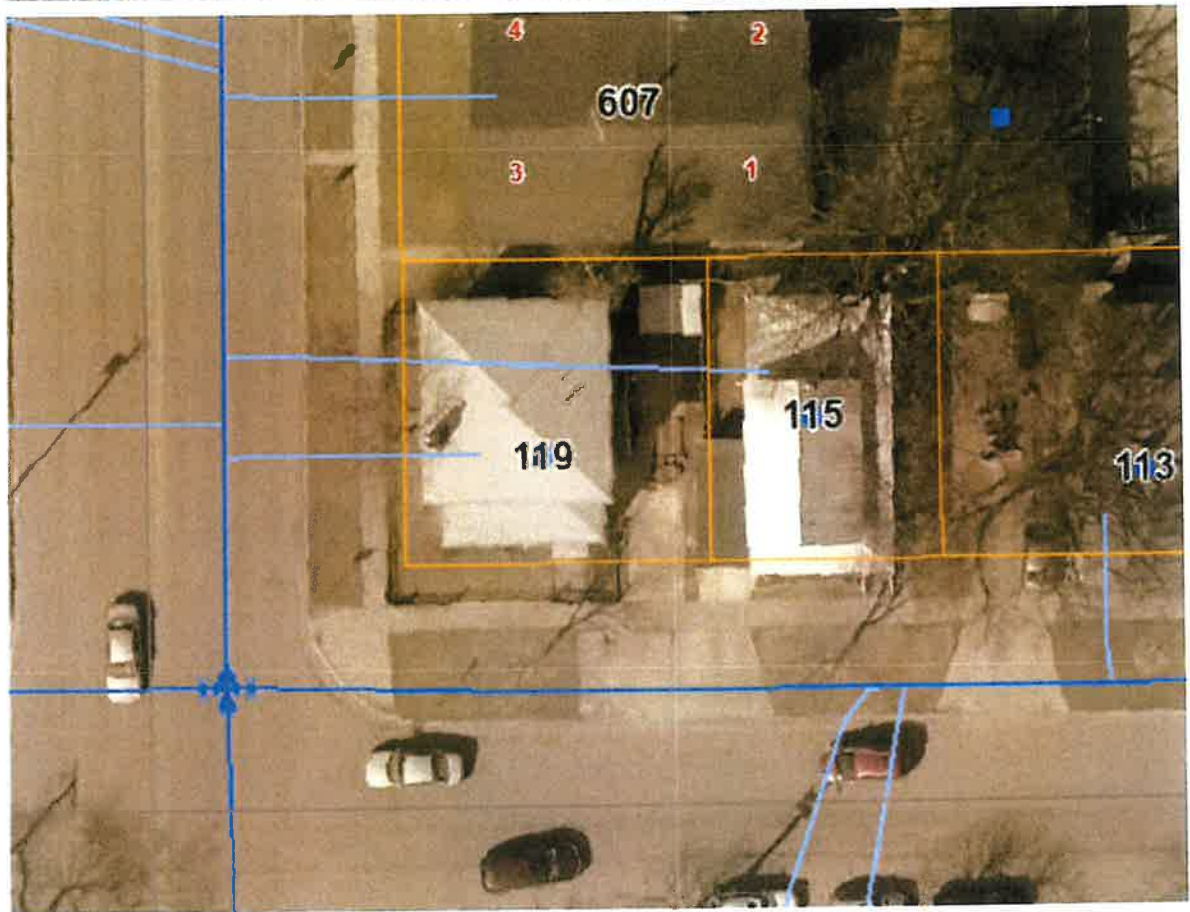
[] Contractors License number: _____

By: _____
(Name) (Signature)

(Title) (Email) (phone)

Exhibit A

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



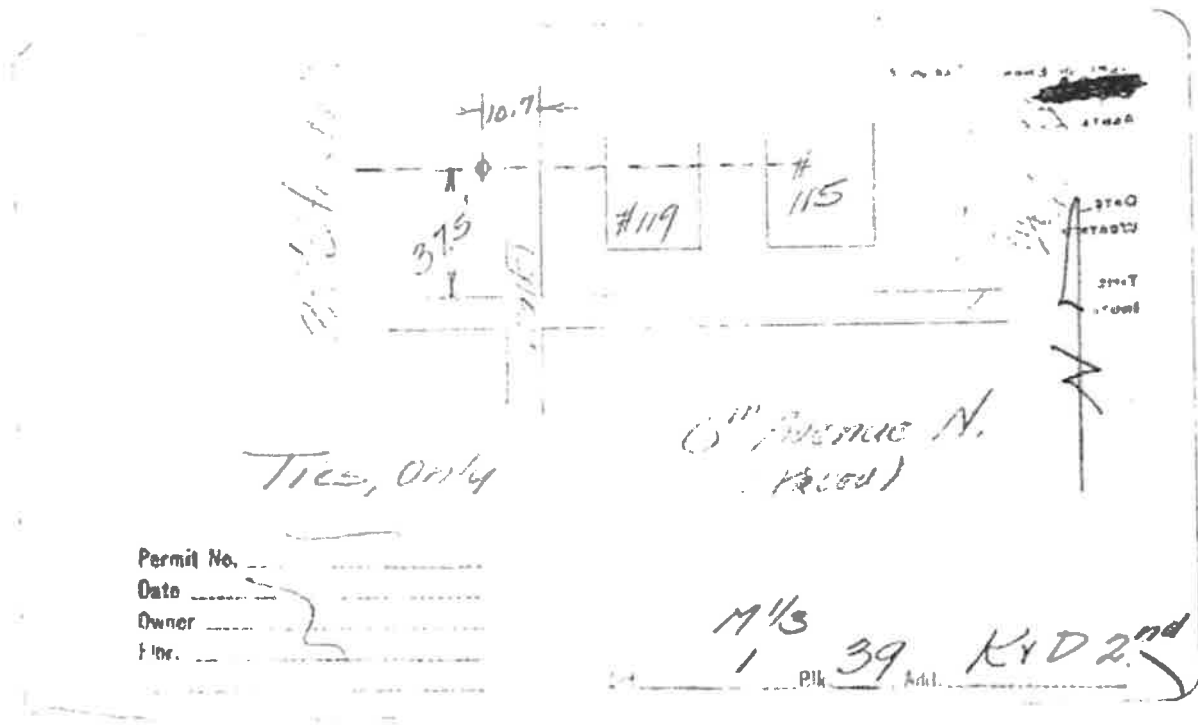


Exhibit A

Scale
1" = 10'
1" = 20'

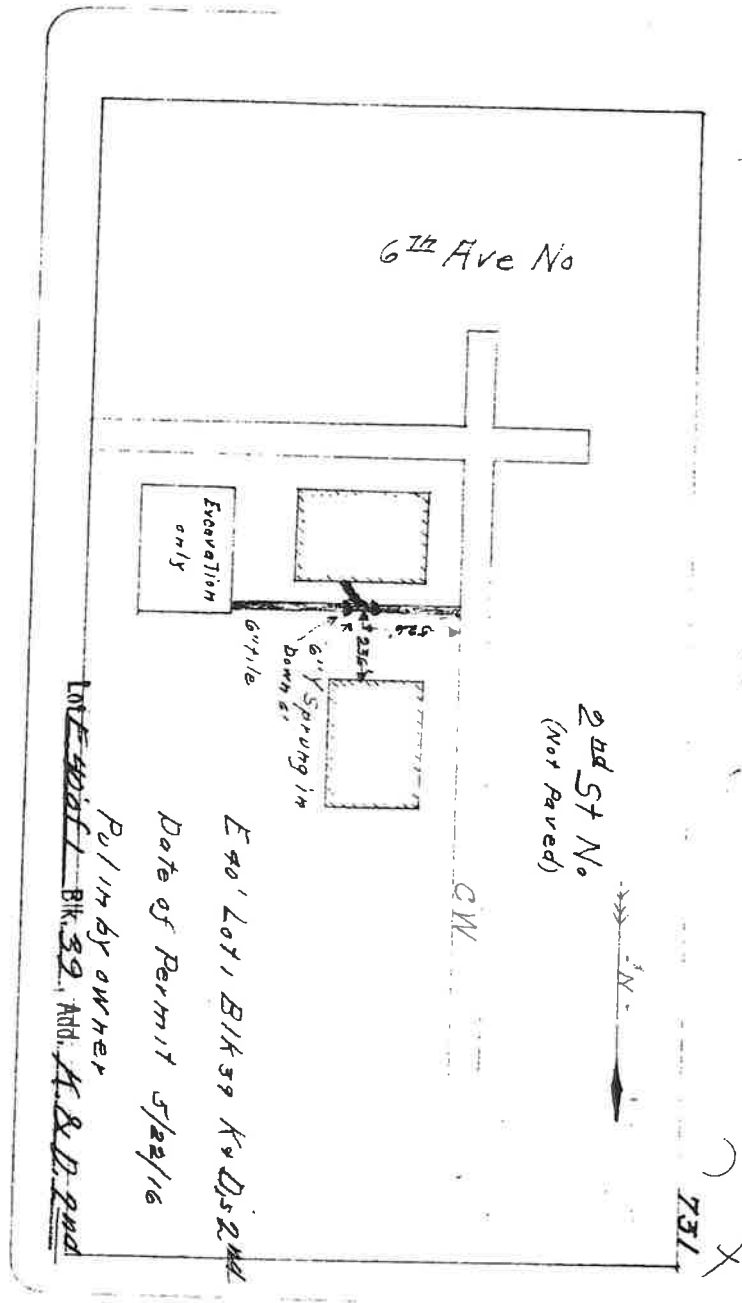


Exhibit B

PROPOSAL FORM

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

Company Name: Pioneer LLC

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

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

Cost:

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

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

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

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

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

Clearing of trees per Forestry notes: N/A

Asbestos Allowance: \$ 5,000

Additional items: \$ _____

TOTAL COST: \$ 47,200

[] Contractors License number: 59006

By: Anthony Hare 
(Name) (Signature)

Project Manager thare@pioneerfargo.com (218) 443-6546
(Title) (Email) (phone)



July 20, 2026

Board of City Commissioners

City Hall – 225 4th St N

Fargo, ND 58102

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

Dear Commissioners:

Background

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

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

Proposal Evaluation

Two proposals were received:

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

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

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

Funding

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

Requested Action

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

Sincerely,



Jordan Smith

Assistant Transit Director – Fleet and Facilities

City of Fargo

23

July 20, 2026

Board of City Commissioners

City Hall – 225 4th St N

Fargo, ND 58102

RE: Award for Bus Video Surveillance System (RFP26200)

Background:

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

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

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

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

Funding:

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

Requested Action:

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

Sincerely,

A handwritten signature in blue ink that reads "Jordan Smith". The signature is fluid and cursive, with the first name "Jordan" and the last name "Smith" clearly legible.

Jordan Smith

Assistant Transit Director – Fleet and Facilities

City of Fargo

REPORT OF ACTIONUTILITY COMMITTEE

(24)

Project No. N/A

Type: Lead Water Service Replacement

Location: Core Neighborhood Areas

Date of Hearing: 7/15/2026

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

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

MOTION:

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

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

ATTEST:


 Troy B. Hall
 Water Utility Director

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



Water Treatment Plant
435 14th Avenue South
Fargo, ND 58103
Office: 701.241.1469 | Fax: 701.241.8110
www.FargoND.gov

MEMORANDUM

July 10, 2026

To: Utility Committee

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

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

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

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

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

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

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

Plan of Financing

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

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

SUGGESTED MOTION:

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

Your consideration in this matter is greatly appreciated.