

FARGO CITY COMMISSION AGENDA
Monday, November 10, 2025 – 5:00 P.M.

Executive Session at 4:00 p.m.

Roll Call.

PLEASE NOTE: The Board of City Commissioners will convene in the City Commission Chambers at 4:00 p.m. and retire into Executive Session in the Red River Room for the purposes of discussing negotiating strategy and/or providing negotiating instructions to its attorney or other negotiator regarding contractual negotiations and/or reasonably predictable litigation regarding annexation with the City of Harwood, Applied Digital Corporation and/or Fercho Properties, LLP; and to receive its attorney's advice and guidance on the legal risks, strengths and weaknesses of an action of a public entity and regarding reasonable predictable and/or threatened litigation relating to annexation with the City of Harwood, Applied Digital Corporation and/or Fercho Properties, LLP. Discussing these items in an open meeting would have a negative fiscal effect on the bargaining and/or litigation 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, October 27, 2025).

CONSENT AGENDA – APPROVE THE FOLLOWING:

- 1. Interest Buydown Agreement, Escrow Agreement - Pace Program and Community Pace Interest Buydown Authorization with the Bank of ND and GLDNBER ND, LLC.
- 2. Receive and file the following Ordinances:
 - a. An Ordinance Amending Section 16-0201, 16-0204, 16-0206, 16-0213, 16-0214 and 16-0216 and Repealing Section 16-0205 of Article 16-02 of Chapter 16 of the Fargo Municipal Code Relating to Waterworks System.
 - b. An Ordinance Amending Section 22-0301 of Article 22-03 of Chapter 22 of the Fargo Municipal Code Relating to Plumbing Code.
- 3. 2nd reading, waive reading and final adoption of an Ordinance Rezoning Certain Parcels of Land Lying in Selkirk Fourth Addition to the City of Fargo, Cass County, North Dakota; 1st reading, 10/27/25.

4. 2nd reading, waive reading and final adoption of an Ordinance Annexing a Certain Parcel of Land Lying in a Portion of the Southwest Quarter and Part of the Southeast Quarter of Section 11, Township 138 North, Range 49 West of the 5th Principal Meridian in Cass County, North Dakota; 1st reading, 10/27/25.
5. Applications for Games of Chance.
6. Gaming Site Authorizations.
7. Negative Final Balancing Change Order No. 6 in the amount of -\$67,300.00 and a time extension to the Final Completion Date of 7/31/25 for Project No. NR-23-A2.
8. Purchase Agreement with 64th Avenue Development LLC for Project No. BN-26-D1.
9. Memorandum of Offer to Landowner for an Easement (Temporary Construction Easement) with Forum Communications Company (Project No. QN-23-B1).
10. 2027 to 2030 Federal Aid Transportation Project Applications.
11. Maintenance Certification for Urban Federal Aid Projects for NDDOT.
12. Rescission of Maintenance Agreement and Maintenance Agreements (Public Right of Way) with J & O Real Estate, LLC, Makt, LLC and Christopher H. Crowe, as Trustee of the Christopher H. Crowe Revocable Trust, dated the 12th day of October, 2015 and the addition of Project No. BN-26-B1 to the 2026 Capital Improvement Plan.
13. Pipeline License with BNSF (Revision to Exhibit A) (Project No. UR-24-C1).
14. Final Balancing Change Order No. 3 in the amount of \$17,698.94 for Improvement District No. BR-25-B3.
15. Change Order No. 2 in the amount of \$17,590.00 for Improvement District No. BR-25-E1.
16. Negative Final Balancing Change Order No. 1 in the amount of -\$3,067.06 for Improvement District No. PR-25-C1.
17. Permanent Easements (Storm Sewer and Street and Utility) with County 20 Storage & Transfer, Inc. (Improvement District No. BN-25-F1).
18. Bid award to Dakota Underground Company, Inc. in the amount of \$5,036,378.90 for Improvement District No. BN-25-F1.
19. Receive and file Limited Franchise Agreement with Cass County Electric, adding the area annexed by the City of Fargo on 10/16/25.
20. Items from the FAHR Meeting:
 - a. Receive and file Sales Tax Revenue Update.
 - b. Accept the donation of \$10,998.00 from the Fargo Police Foundation, authorize the purchase of two massage chairs and related budget adjustments (RFQ25306).
 - c. Request from the Fire Department to frontload one firefighter in the January 2026 Fire Academy in anticipation of a Quarter One 2026 retirement.
 - d. Modification No. 1 - Contract Agreement in the amount of \$100,000.00 with Cloudburst Consulting Group, Inc. (EX25023).

21. Notice of Grant Award from the ND Department of Emergency Services in the amount of \$15,021.00 for the 2024 Emergency Management Performance Grant.
22. Notice of Grant Award Amendment from the ND Department of Health and Human Services for HIV.HCV Counseling, Testing and Referral (CFDA #94.940).
23. Set November 24, 2025 at 5:05 pm as the date and time for a Public Hearing on a dangerous building located at 1544 3rd Avenue South.
24. Resolution Approving Plat of Archer Place First Addition.
25. Resolution Approving Plat of University South Sixth Addition.
26. Direct the City Attorney's Office to review and propose revisions to Fargo Municipal Code regarding electric bicycles.
27. Lease with Option to Purchase Agreement with Kinetic Leasing, Inc. in the amount of \$240,908.38 for a large aerial truck for the Forestry Department (PBC #s 25228 and 25229).
28. Services Contract with Minnesota State University Moorhead for the U-Pass Program.
29. Contract and bond for Project No. WA2501 (general construction contract).
30. Amendment No. 1 to Task Order No. 1 with HDR Engineering, Inc. in the amount of \$46,400.00 for Project No. WA2501.
31. Reject and readvertise the bids for Project No. WA2505 - Lead Service Line Replacement.
32. Bills.

REGULAR AGENDA:

PUBLIC HEARINGS - 5:05 pm:

33. **PUBLIC HEARING** - EOLA Second Addition and on the proposed J & O 45th Street Apartments Addition (4417 and 4477 26th Avenue South, and 4410, 4448, 4470 and 4474 24th Avenue South, and 4415 and 4471 24th Avenue South); approval recommended by the Planning Commission on 5/6/25; continued from the 10/13/25 and 10/27/25 Regular Meetings:
 - a. PUD, Planned Unit Development Master Land Use Plan Amendment.
 - b. Zoning Change from GC, General Commercial with a PUD, Planned Unit Development Overlay to GC, General Commercial with an amended PUD, Planned Unit Development Overlay.
 - c. Zoning Change from GC, General Commercial with a PUD, Planned Unit Development Overlay to GC, General Commercial with a C-O, Conditional Overlay and removal from the PUD, Planned Unit Development Master Land Use Plan.
 - d. 1st reading of rezoning Ordinance (EOLA Second Addition and on the proposed J & O 45th Street Apartments Addition).
 - e. 1st reading of rezoning Ordinance (EOLA Addition).
 - f. Plat of J & O 45th Street Apartments Addition.
34. **PUBLIC HEARING** - Plat of 19th Avenue Storage Addition (1101 19th Avenue North); approval recommended by the Planning Commission on 9/4/25.

PUBLIC HEARINGS – 5:15 pm:

35. **PUBLIC HEARING** – Annexation of 303.23 acres, more or less located in the West Half of Section 3, Township 140 North, Range 49 West of the 5th Principal Meridian, Cass County, North Dakota.
36. **PUBLIC HEARING** – Annexation of 256.87 acres, more or less East Half of Section 3, Township 140 North, Range 49 West of the 5th Principal Meridian, Cass County, North Dakota, less those parcels lying within said East Half legally described in those instruments recorded at the Office of the Recorder, Cass County, North Dakota.
37. **PUBLIC HEARING** – Annexation of 236.16 acres, more or less in the Southeast Quarter and the East One-Half of the Southwest Quarter of Section 35, Township 141 North, Range 49 West of the 5th Principal Meridian, Cass County, North Dakota.
38. United to End Homelessness Update.
39. Recommendation to approve the 2nd Phase of the Request for Proposals for the Convention Center Project.
40. Recommendation to approve the 2026-2030 Transit Development Plan.
41. Recommendation to approve the University Drive and 10th Street Corridor Study.
42. Recommendation from Commissioner Strand on Tax Incentive Policies.
43. Discussion regarding the Safer Smoking Supplies and Needle Disbursement Programs.
44. Liaison Commissioner Assignment Updates.
45. **PUBLIC COMMENTS (2.5 minutes will be offered for comment with a maximum of 30 minutes total for all public comments. Individuals who would like to address the Commission, whether virtually or in person, must sign-up at FargoND.gov/VirtualCommission).**

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

Minutes are available on the City of Fargo web site at FargoND.gov/CityCommission.

MEMORANDUM

TO: Board of City Commissioners

FROM: Jim Gilmour, Director of Strategic Planning and Research 

DATE: November 6, 2025

SUBJECT: In-Kind Commitment for Bank of ND Interest Buydown Program

Bert's Trucking/GLDNBER ND, LLC was approved for a five-year property tax incentive for a job creations project.

GLDNBER is applying for a buydown of the interest rate from the Bank of North Dakota. This requires community match, which can be the contribution of the property tax exemption.

Attached are documents the City needs to approve for property tax incentives to be the match for the interest buydown program. Fargo is not providing any cash or loan guarantee. The Bank of ND will provide a lower interest rate if these documents are approved.

Recommended Motion

Approve agreements providing property tax exemptions as local match to GLDNBER ND, LLC.

**ESCROW AGREEMENT
PACE PROGRAM**

This Escrow Agreement (the "Agreement") is made between the **BANK OF NORTH DAKOTA** acting on behalf of the PACE program ("BND"), **CITY OF FARGO** (the "Community"), and the **BANK OF NORTH DAKOTA** acting through its Trust Department as Escrow Agent (the "Escrow Agent") for the purpose of receiving and disbursing the Interest Buydown Amount in connection with the loan (the "Loan") made to **GLDNBER ND, LLC** (the "Borrower") by **FIRST INTERNATIONAL BANK & TRUST** (the "Originating Lender") pursuant to a promissory note dated July 25, 2025 (the "Note").

BND, the Community and the Escrow Agent hereby agree as follows:

Section 1. Defined Terms. Capitalized terms used in this Agreement and not otherwise defined shall have the meanings given to them in the Interest Buydown Agreement. As used in this Agreement, the following terms have the following meanings (terms defined in the singular to have the same meaning when used in the plural and vice versa):

Agreement - means this Escrow Agreement, as amended, supplemented, or modified from time to time.

Borrowing Rate - means the interest rate to be paid by the Borrower after subtracting the Interest Buydown Amount from the interest expense which will accrue at the initial Yield Rate over the life of the PACE commitment as set forth on the payment schedule labeled Exhibit A. If the terms of the Note provide for a variable or adjustable rate structure, the Borrowing Rate may vary over the term of the Note depending upon the periodic adjustment of the rate index over the term of the Loan, but in no event will it be less than the minimum rate set forth in the Note.

BND Buydown Amount - means the portion of the Interest Buydown Amount to be paid by BND as set forth on the payment schedule labeled Exhibit A.

Buydown Documents – means this Agreement, the Interest Buydown Agreement, Addendum to Promissory Note PACE Program, and any related documents, attachments or schedules incorporated therein.

Community Buydown Amount - means the portion of the Interest Buydown Amount to be paid by the Community and set forth on the attached payment schedule labeled Exhibit A.

Community In-kind Commitment Amount - means the amount of "in-kind" commitment made by the Community, if any, to match the BND Buydown Amount to be paid by BND as provided by the PACE Program. The "in-kind" Community Commitment Amount is provided by the Community in lieu of its cash portion of the Interest Buydown Amount, and is a contribution towards total costs of the Borrower's project in a form acceptable to BND. The payment schedule labeled Exhibit A specifies the Community Commitment Amount, if any.

Escrow Agent – means Bank of North Dakota acting through its Trust Department.

Escrow Agreement - Agreement by which the payments to retire the Interest Buydown Amount is to be administered by the Escrow Agent.

Flex PACE Program – means the program option within the PACE Program which provides an interest buydown to borrowers that do not meet the states definition of a primary sector business but does meet other needs as determined appropriate by the Community.

Flex PACE Affordable Housing Program – means the program option within the PACE Program which provides an interest buydown to borrowers for the permanent financing of affordable multi-family housing units within the Community.

Interest Buydown Amount – means the actual amount to be paid by the Escrow Agent on behalf of the Borrower over the life of the Note to buy down the Yield Rate to the Borrowing Rate as

set forth in the payment schedule labeled Exhibit A.

The Interest Buydown Amount includes the BND Buydown Amount and the Community Buydown Amount unless all or any portion of the Community's cash portion is made in the form of an "in-kind" Community Commitment Amount, then the Interest Buydown Amount may only consist of the BND Buydown Amount. The Interest Buydown Amount shall not exceed the Interest Buydown Amount per the payment schedule labeled Exhibit A.

The Interest Buydown Amount has been based upon the Yield Rate at the time of closing, unless otherwise agreed to in writing by Originating Lender, BND, and the Borrower. The Interest Buydown Amount shall not vary, and subject to the terms and conditions of the PACE Program it shall be paid on the basis of a set stream of payments as defined under the column entitled INTEREST EXPENSE DIFF. DUE TO BUYDOWN as listed on the payment schedule labeled Exhibit A.

Interest Rate Reduction - means each scheduled payment to be paid by Escrow Agent from Escrow Account as set forth in the payment schedule labeled Exhibit A.

PACE Program - means the "Partnership in Assisting Community Expansion Program" and includes loans approved under PACE Program options for PACE, Flex PACE or Flex PACE for Affordable Housing.

Payment Schedule - means Exhibit A which may be updated and supplemented from time to time by BND.

Yield Rate - means the interest rate on the Note which, at any point in time when there is a default, may include the default rate as that term is defined in the Note.

Section 2. Receipt of Interest Buydown. BND and the Community agree to deliver to the Escrow Agent the amount as set out and described in the payment schedule -labeled Exhibit A in the amounts and on the dates indicated, subject to this Agreement.

Section 3. Disbursement of the Interest Buydown Amount. The Escrow Agent agrees to disburse the Interest Buydown Amount to Originating Lender in the amounts and on the dates as set out and described in the payment schedule labeled Exhibit A, subject to this Agreement.

Section 4. Notice from BND. Upon notice of receipt of Loan payment according to the terms of the Note, notice from BND, the Escrow Agent shall disburse the Interest Buydown Amount to the Originating Lender in the amounts as set out in the payment schedule labeled Exhibit A. If on the date the Loan payment is received by BND, the Escrow Agent has not received all or any part of the Community's share of the Interest Buydown Amount as indicated on the payment schedule labeled Exhibit A, the Escrow Agent shall not disburse either the BND Buydown Amount or and the Community Buydown Amount, to the Originating Lender.

In the event that all parties to this Agreement have consented that the Community will provide a Community In-Kind Commitment Amount in lieu of all or some part of its cash portion of the Interest Buydown Amount, the Escrow Agent shall disburse the Interest Buydown Amount to the Originating Lender in the amounts as set out in the payment schedule labeled Exhibit A.

Section 5. Notice of Suspension of Disbursement of Interest Buydown Amount. Upon notice by BND to the Escrow Agent that payments of the Interest Buydown Amount are to be suspended, the Escrow Agent will not make any further disbursements of the Interest Buydown Amount to the Originating Lender, until the Escrow Agent receives notice from BND, directing the Escrow Agent to resume disbursing the Interest Buydown Amount upon receipt of a notice for payment.

Section 6. Notice of Final Disbursal and Termination. Upon final Interest Rate Reduction disbursement or termination of the Interest Buydown Agreement, the Escrow Agent will disburse any remaining amounts held under this Agreement to the Community and the PACE Fund according to their respective shares of the remaining balance. This Agreement will be considered terminated upon return of funds or final Interest Rate Reduction disbursement and shall have no further duties or obligations to

any party other than, upon request, to provide a final accounting of receipts and disbursements.

Section 7. Duties of Escrow Agent, Reliance on Notices. The Escrow Agent shall not be liable as Escrow Agent except for the performance of such duties as are specifically set out in this Agreement to be performed by the Escrow Agent and the Escrow Agent may conclusively rely, as to the truth of the statements expressed in any notice, in the absence of bad faith on the part of the Escrow Agent, upon notices conforming to the requirements of this Agreement. No provision of this Agreement shall be construed to relieve the Escrow Agent from liability for its own negligent action, its own negligent failure to act, or its own willful misconduct, except that the Escrow Agent shall at all times be protected from liability for any error or judgment made in good faith by a responsible officer or officers unless it shall be proved that the Escrow Agent was negligent in ascertaining the pertinent facts and the Escrow Agent shall at all times be protected with respect to any action taken or omitted to be taken by it in good faith and in accordance with the directions contained in a notice received by the Escrow Agent pursuant to this Agreement. The Escrow Agent shall also be protected when acting in good faith and upon advice of its counsel.

Section 8. Fees and Costs. The Escrow Agent shall be entitled to receive fees, in such amounts as it may establish from time to time, and to be reimbursed for its costs, including attorney's fees, for the performance of its duties under this Agreement.

Section 9. Notice. All notices, demands and requests to be given or made under this Agreement, if in writing, shall be properly made if sent by United States mail, postage prepaid, and addressed as follows:

Community:	CITY OF FARGO 225 4TH ST N FARGO ND 58102-4809
BND:	BANK OF NORTH DAKOTA, Agent PO BOX 5509 BISMARCK, ND 58506-5509 Attention: Financial Institutions Market
Escrow Agent:	BANK OF NORTH DAKOTA, Escrow Agent PO BOX 5509 BISMARCK, ND 58506-5509 Attention: Trust Department
Lender:	FIRST INTERNATIONAL BANK & TRUST 3001 25TH ST FARGO ND 58103

Any of the above parties may change the address listed for it at any time upon written notice of such change sent by United States mail, postage prepaid, to each of the other parties.

Section 10. Amendments. No amendment, modification, termination, or waiver of any provision, nor consent to any departure from this Agreement shall in any event be effective unless in writing and signed by all parties and then such waiver, consent or amendment shall be effective only in the specific instance and for the specific purpose for which given.

Section 11. Governing Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of North Dakota.

Section 12. Severability of Provisions. Any provision of this Agreement which is prohibited or unenforceable by law shall be deemed severable to the extent of such prohibition or unenforceability without invalidating the remaining provisions of this Agreement.

Section 13. Headings. Article and Section headings in this Agreement are for the convenience of reference only and shall not constitute a part of this Agreement for any other purpose.

Section 14. No Waiver Remedies. No failure on the part of the Escrow Agent to exercise, and no delay in exercising, any right, power, or remedy under this Agreement shall operate as a waiver thereof; nor shall any single or partial exercise of any right under this Agreement preclude any other or further exercise thereof or the exercise of any other right. The remedies provided in this Agreement are cumulative and are not exclusive of any remedies provided by law.

Section 15. Document Imaging and Electronic Transactions. All parties hereby acknowledge the receipt of a copy of this Agreement and all other loan documents. BND may, on behalf of parties, create a microfilm or optical disk or other electronic image of this Agreement and any or all of the loan documents. BND may store the electronic image of this Agreement and loan documents in its electronic form and then destroy the paper original as part of BND's normal business practices, with the electronic image deemed to be an original.

Each person signing this Agreement represents and warrants that he or she is duly authorized and has legal capacity to execute and deliver this Agreement. Each party represents and warrants to the other that the execution and delivery of the Agreement and the performance of such party's obligation hereunder have been duly authorized and that the Agreement is a valid and legal agreement binding on such party and enforceable in accordance with its terms.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their respective officers duly authorized, as of the date first above written.

BANK OF NORTH DAKOTA, BND

By: _____

Joel Erickson
Title: Business Banker

BANK OF NORTH DAKOTA, Escrow Agent

Carrie Wilits

Title: ESCROW OFFICER

CITY OF FARGO

By: _____

Title: _____

Please select Community's preferred billing option:

***See Exhibit C for Instructions to complete**

- ☐ One-Time Payment (PV)
- ☐ Annually
- ☐ Semi-Annually
- ☐ Quarterly
- ☐ Monthly
- ☐ In-Kind

☒ Property Tax Exemption

OFFICE USE ONLY		Return SIGNED Documents to BND
Borrower:	GLDNBER ND, LLC	
Program Option:	PACE	

INTEREST BUYDOWN AGREEMENT PACE PROGRAM

This Interest Buydown Agreement is made between **CITY OF FARGO** (the "Community"), and the **Bank of North Dakota** ("BND") acting on behalf of the PACE Program ("PACE") for the purpose of a buydown on the interest for the loan (the "Loan") received by **GLDNBER ND, LLC** (the "Borrower") from **FIRST INTERNATIONAL BANK & TRUST** (the "Originating Lender") pursuant to a promissory note dated July 25, 2025. The attached payment schedule labeled Exhibit A details the Loan amount and terms and may be modified from time to time. The Borrower, Community, and BND agree as follows:

ARTICLE I

DEFINITIONS

Section 1.01. Defined Terms. Capitalized terms used in this Agreement and not otherwise defined shall have the meanings given to them in the Note and Related Documents. As used in this Agreement, the following terms have the following meanings (terms defined in the singular to have the same meaning when used in the plural and vice versa):

Addendum to the Promissory Note – means the Addendum to the Promissory Note entered into by the Borrower and Originating Lender. The addendum to the Promissory Note addresses specific terms and conditions with respect to the Borrower's participation of their Loan in PACE Program offered by BND.

Agreement - means this Interest Buydown Agreement, as amended, supplemented, or modified from time to time.

Affiliate - means any Person (1) which directly or indirectly controls, or is controlled by, or is under common control with the Originating Lender or Borrower; (2) which directly or indirectly beneficially owns or holds five (5%) or more of any class of voting stock of the Originating Lender or Borrower; or (3) five percent (5%) or more of the voting stock of which is directly or indirectly beneficially owned or held by the Originating Lender or Borrower. The term control means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a Person, whether through the ownership of voting securities, by contract, or otherwise.

BND Buydown Amount - means the portion of the Interest Buydown Amount to be paid by BND as set forth on the attached payment schedule labeled Exhibit A.

Borrowing Rate - means the interest rate to be paid by the Borrower as set forth on the payment schedule labeled Exhibit A. If the terms of the Note provide for a variable or adjustable rate structure, the Borrowing Rate may vary over the term of the Note, but in no event will it be less than 1.00%.

Business Day - means any day other than a Saturday, Sunday, or other day on which commercial banks in North Dakota are authorized or required to close under the laws of the State of North Dakota, unless otherwise provided for in the Note.

Buydown Documents means this Agreement, the Escrow Agreement and any related documents, attachments or schedules incorporated therein.

Community Buydown Amount - means the portion of the Interest Buydown Amount to be paid by the Community and set forth on the attached payment schedule labeled Exhibit A.

Community In-kind Commitment Amount - means the amount of "in-kind" commitment made by the Community, if any, to match the BND Buydown Amount to be paid by BND as provided by the PACE Program. The "in-kind" Community Commitment Amount is provided by the Community in lieu of its cash portion of the Interest Buydown Amount; and is a contribution towards total costs of the Borrower's project in a form acceptable to BND. The payment schedule labeled Exhibit A specifies the Community commitment amount, if any.

OFFICE USE ONLY		Return SIGNED Documents to BND
Borrower:	GLDNBER ND, LLC	
Program Option:	PACE	

Escrow Agent – means Bank of North Dakota acting through its Trust Department.

Escrow Agreement – means Agreement by which the payments to disburse the Interest Buydown Amount is to be administered by the Escrow Agent.

Flex PACE Program – means the program option within the PACE Program which provides an interest buydown to borrowers that do not meet the states definition of a primary sector business but does meet other needs as determined appropriate by the Community.

Flex PACE Affordable Housing Program – means the program option within the PACE Program which provides an interest buydown to borrowers for the permanent financing of new affordable multi-family housing units within the Community.

Interest Buydown Amount – means the actual amount to be paid by the Escrow Agent on behalf of the Borrower over the life of the Note to buy down the Yield Rate to the Borrowing Rate as set forth in the payment schedule labeled Exhibit A.

The Interest Buydown Amount includes the BND Buydown Amount and the Community Buydown Amount unless all or any portion of the Community's cash portion is made in the form of an "in-kind" Community Commitment Amount, then the Interest Buydown Amount may only consist of the BND Buydown Amount. The Interest Buydown Amount shall not exceed the Interest Buydown Amount per the payment schedule labeled Exhibit A.

The Interest Buydown Amount has been based upon the Yield Rate at the time of closing, unless otherwise agreed to in writing by the Originating Lender, BND, and the Borrower. The Interest Buydown Amount shall not vary, and subject to the terms and conditions of the PACE Program it shall be paid on the basis of a set stream of payments as defined under the column entitled INTEREST EXPENSE DIFF. DUE TO BUYDOWN as listed on the payment schedule labeled Exhibit A.

Interest Rate Reduction - means each scheduled payment to be paid by Escrow Agent from Escrow Account as set forth in the payment schedule labeled Exhibit A.

Investment – Total costs of equipment, real estate and/or improvements to real property associated with the PACE loan request.

Note - may refer to a promissory note, credit agreement, loan agreement, or any other document that states the terms of the indebtedness between the Originating Lender and the Borrower.

PACE Program – means the "Partnership in Assisting Community Expansion Program" and includes loans approved under PACE Program options for PACE, Flex PACE or Flex PACE for Affordable Housing.

Participation Agreement – means the agreement between the Originating Lender and BND in connection with the Loan.

Payment Schedule - means Exhibit A which may be updated and supplemented from time to time by BND.

Person - means an individual, partnership, corporation, business trust, joint stock company, trust, unincorporated association, joint venture, governmental authority, or other entity of whatever nature.

Related Documents - means all supporting documents related to the Loan.

Yield Rate - means the interest rate on the Note which, at any point in time when there is a default, may include the default rate as that term is defined in the Note.

OFFICE USE ONLY		Return SIGNED Documents to BND
Borrower:	GLDNBER ND, LLC	
Program Option:	PACE	

ARTICLE II

TERMS OF THE INTEREST RATE BUYDOWN

SECTION 2.01. Interest Buydown Amount. BND and the Community agree on the terms and conditions set forth in this Agreement to buy down the interest from the Yield Rate to the Borrowing Rate for the Loan.

1. Interest Payments. BND and the Community shall make Interest Buydown Amount payments to the Escrow Agent as provided for in the attached payment schedule labeled Exhibit A.
2. Method of Payment. BND and the Community shall make each payment to the Escrow Agent as provided by the Buydown Documents no later than the date when due as defined by the Note in lawful money of the United States in immediately available funds unless otherwise expressly provided for. Whenever any payment to be made under the Buydown Documents shall be stated to be due on a Saturday, Sunday, or a public holiday, or the equivalent for banks generally under the laws of the State of North Dakota, the payment shall be made on the next succeeding Business Day.
3. Disbursement of the Interest Buydown Amount. The Escrow Agent shall disburse the Interest Buydown Amount to the Originating Lender in the amounts as set out and described in the payment schedule labeled Exhibit A subject to the Note.
4. Default by the Borrower. In the event of a default by the Borrower, as defined in the Note, or a Default as defined in the Addendum to Promissory Note Pace Program given for the Note, the Escrow Agent shall discontinue any payments required under the Buydown Documents until such time as the Default is cured.
5. Late or Partial Payments by the Borrower. If the Borrower makes a late payment or a partial payment, the Interest Rate Reduction payment will not be made and the interest rate from the period of the payment date of the payment until the payment is received will be the Yield Rate, including any default rate provided for in the Note. If the late or partial payments are paid by the Borrower, Escrow Agent will resume making Interest Buydown Amount on the next scheduled payment date, unless otherwise agreed to by BND.
6. Prepayments and Adjustment to Payment Schedule. In the event the Borrower makes a prepayment under the terms of the Note, BND may re-amortize the payment schedule labeled Exhibit A but such re-amortization shall not be effective unless received in writing by the Originating Lender fifteen (15) days prior to the next payment due date under Note. Any replacement payment schedule labeled Exhibit A received by Originating Lender shall replace the existing payment schedule with no further action or consent required by Borrower.
7. Partial Payment or Termination by the Community. In the event the Community makes a payment to the Escrow Agent which results in insufficient funding of the Community Buydown Amount or terminates its participation in PACE for the loan to the Borrower, the Community shall provide notice in writing to the Borrower, the Originating Lender and BND no less than fifteen (15) days prior to the next scheduled payment due date under the Note.

Upon receipt of notice from the Community and until such time as the deficiency is cured, the following shall occur:

- The Escrow Agent shall discontinue to make Interest Rate Reduction payments.
- To the extent the Interest Buydown Amount paid by the Escrow Agreement does not reduce the interest expense to the interest expense calculated at the Borrowing Rate then the Borrower shall remit the difference to Originating Lender.

OFFICE USE ONLY	Return SIGNED Documents to BND
Borrower:	GLDNBER ND, LLC
Program Option:	PACE

- The Borrower shall be responsible for the entire interest payment at the Yield Rate effective on the date of the next scheduled payment. From that point forward, this Addendum shall have no force or effect and any of the rights and obligations created herein shall be terminated and the Note and Related Documents, without regard to this Addendum or the Buydown Documents, shall govern the relationship between the Originating Lender and the Borrower.
8. Termination of PACE Program. In the event that funding under the PACE Program is terminated for any reason, this Agreement shall have no force or effect and any obligation of BND, the Community and the Escrow Agent to pay the Interest Buydown Amount shall cease.

ARTICLE III

REPRESENTATIONS AND WARRANTIES

SECTION 3.01. The Community represents and warrants to the Borrower and BND that:

1. Good Standing, and Due Qualification. The Community is in good standing under the laws of the State of North Dakota. The execution, delivery, and performance of this Agreement by the Community has been duly authorized by all necessary Persons.
2. Other Agreements. The Community is not a party to any indenture, loan, or credit agreement, or to any lease or other agreement or instrument, or subject to any charter or corporate restriction which could have a material adverse effect on the business, properties, assets, operations, or conditions, financial or otherwise, of the Borrower, Originating Lender or their Affiliates, or the ability of the Borrower, Originating Lender or their Affiliates to carry out the Borrower's and the Originating Lender's obligations under the Note and Related Documents. The Community and the Community's Affiliates are not in default in any respect in the performance, observance, or fulfillment of any of the obligations, covenants, or conditions contained in any agreement or instrument material to the performance of the Note and Related Documents.
3. Sufficient Funds. The Community has or will make available sufficient funds to finance the Community Buydown Amount or Community In-kind Commitment Amount. This includes pledging revenue producing mechanisms which the Community is statutorily authorized to pledge or impose. Revenue producing mechanisms include but are not limited to any bond or mill levy or other tax which may be pledged or imposed for the purpose of economic development.
4. Source of Funds. The Community Buydown Amount or Community In-kind Commitment Amount does not nor will it ever be derived directly or indirectly from a loan, grant or gift from the Borrower or the Borrower's Affiliate or a contribution from Originating Lender or Originating Lender's Affiliate which is greater than the Originating Lender or its Affiliate would normally contribute to the Community's economic development efforts. The Community Buydown Amount may be in the form of a loan. Interest may begin to accrue, however, no repayment of principal or interest on the Community loan may commence until the PACE interest buydown amount has been fully expended.
5. Litigation. There is no pending or threatened action or proceeding against or affecting the Community before any court, governmental agency, or arbitrator, which may, in any one case or in the aggregate, materially adversely affect the ability of the Community to perform its obligation under the Note and Related Documents to which it is a party.
6. No Defaults on Outstanding Judgments or Orders. The Community has satisfied all judgments, and is not in default with respect to any judgment, writ, injunction, decree, rule, or regulation or any court, arbitrator, or federal, state, municipal, or other governmental authority, commission, board, bureau, agency, or instrumentality, domestic or foreign, which materially adversely affects the ability of the Community to perform its obligation under the Note and Related Documents to

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Borrower:	GLDNBER ND, LLC	
Program Option:	PACE	

which it is a party.

ARTICLE IV

AFFIRMATIVE COVENANTS

SECTION 4.01. Notice of Adverse Actions. So long as the Loan remains unpaid, all parties to this Agreement shall promptly after the commencement thereof, provide all parties notice of all actions, suits, and proceedings before any court or governmental department, commission, board, bureau, agency, or instrumentality, domestic or foreign, affecting the parties which could have a material adverse effect on the Community's ability to perform under the Note and Related Documents.

SECTION 4.02. Obligation to Resolve Disputes. It is the intent of all parties to this Agreement that conflicts or potential conflicts and circumstances or situations which arise which are not considered herein, be resolved at the most informal level possible and to the mutual benefit of each party to the extent possible.

SECTION 4.03. Program Requirements. So long as the Note is participating in the PACE Program:

1. Job Creation: - Job creation is not necessarily a requirement of the Flex PACE or Flex PACE for Affordable Housing Programs, but will be tracked for informational purposes. The Borrower will show evidence of the level of employment created and maintained in North Dakota for the duration of this Agreement. At the request of the BND, the Borrower shall complete a recipient report to verify employment levels, and such other evidence as BND may request from the Borrower.
2. Donations, Gifts or Loans. The Borrower has not nor will it ever make directly or indirectly a loan, grant or gift to the Originating Lender, Community, or their Affiliates, which will be used to secure, promote or otherwise influence, the Originating Lender's or Community's ability or desire to make available Loan funds under the PACE Program.

ARTICLE V

CONDITIONS PRECEDENT

SECTION 5.01. Condition Precedent to this Agreement. The obligation of BND under this Agreement is subject to the condition precedent that BND shall have received on or before the day of the Loan each of the following, in form and substance satisfactory to BND and its counsel:

1. Evidence of all Corporate Action by the Community. BND may request certified copies of all corporate action taken by the Community, including resolutions of its Board of Directors, or certified copies of the official minutes of the appropriate governing body, or the equivalent thereof, authorizing the execution, delivery, and performance of the Buydown Documents to which it is a party and each other document to be delivered pursuant to this Agreement.
2. Opinion of Counsel for the Community. A favorable opinion of counsel for the Community in substantially the form of Exhibit B and as to such other matters as BND may reasonably request. Exhibit B shall also certify the names and true signatures of the officers of the Community authorized to sign the Buydown Documents to which it is a party and each other document to be delivered by the Community under this Agreement.
3. Buydown Documents as required by the PACE Program from all parties to this Agreement.

SECTION 5.02. Notification to Originating Lender. Upon satisfaction of the conditions, BND shall notify the Originating Lender in writing that all conditions have been satisfied for the Loan's participation in the PACE Program.

OFFICE USE ONLY		Return SIGNED Documents to BND
Borrower:	GLDNBER ND, LLC	
Program Option:	PACE	

ARTICLE VI

MISCELLANEOUS

SECTION 6.01. Amendments, Etc. No amendment, modification, termination, or waiver of any provision, nor consent to any departure from this Agreement, shall in any event be effective unless such is in writing and signed by BND and then such waiver or consent shall be effective only in the specific instance and for the specific purpose for which given.

SECTION 6.02. Notices, Etc. All notices and other communications provided for under this Agreement shall be in writing and shall be effective upon the earlier of (a) when actually delivered, (b) when deposited with a nationally recognized overnight courier or (c) if mailed, when deposited in the United State mail, as first class, certified or registered mail postage prepaid, directed to the applicable party at the address specified below, except that notices to BND pursuant to the provisions of Article II shall not be effective until received by BND.

Community:	CITY OF FARGO 225 4TH ST N FARGO ND 58102-4809
BND:	BANK OF NORTH DAKOTA PO BOX 5509 BISMARCK, ND 58506-5509 Attention: Commercial Loan Department
Borrower:	GLDNBER ND, LLC 4308 S RIVERSHORE DR. MOORHEAD MN 56560

Any party may change its address for notices by giving formal written notice to the other parties and specifying that the purpose of the notice is to change the party's address.

SECTION 6.03. No Waiver; Remedies. No failure on BND's part to exercise, and no delay in exercising, any right, power, or remedy under any Buydown Documents shall operate as a waiver thereof; nor shall any single or partial exercise of any right under any Buydown Documents preclude any other or further exercise thereof or the exercise of any other right. The remedies provided in the Buydown Documents are cumulative and not exclusive of any remedies provided by law.

SECTION 6.04. Successors and Assigns. This Agreement may not be assigned or transferred by either party without the prior consent of BND.

SECTION 6.05. Costs, Expenses, and Attorney Fees. The Community and BND agree to indemnify each other for reasonable fees and out-of-pocket expenses, including attorney fees, in connection with the enforcement of any portion of this Agreement.

SECTION 6.06. Indemnification for Misrepresentation. The Community and BND agree to indemnify each other for any and all loss, payment and additional expense resulting from any misrepresentation or breach of warranty made herein, including any expense and legal fees that might be incurred because of any such misrepresentation or breach of warranty.

SECTION 6.07. Disclosure of Information. The Community hereby consents to the disclosure of all financial, business, and other information about the Community which BND may possess at any time to other lenders participating in the Loan.

SECTION 6.08. Governing Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of North Dakota.

SECTION 6.09. Severability of Provisions. Any provision of any Buydown Document which is prohibited,

OFFICE USE ONLY	Return SIGNED Documents to BND
Borrower:	GLDNBER ND, LLC
Program Option:	PACE

unenforceable, or not authorized in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition, unenforceability, or lack of authorization without invalidating the remaining provisions of the Buydown Documents or affecting the validity, enforceability, or legality of such provision in any other jurisdiction.

SECTION 6.10. Headings. Article and Section headings in the Buydown Documents are included for the convenience of reference only and shall not constitute a part of the applicable Buydown Documents for any other purpose.

SECTION 6.11. Third Party Beneficiary. The parties acknowledge that the Borrower is an intended third party beneficiary of this agreement and, to the extent that funds are available and no determination has been made by a court of competent jurisdiction that this agreement is unenforceable, is entitled to enforce the agreement as provided by N.D.C.C. § 9-02-04.

SECTION 6.12 Document Imaging and Electronic Transactions. All parties hereby acknowledge the receipt of a copy of this Agreement and all other loan documents. BND may, on behalf of parties, create a microfilm or optical disk or other electronic image of this Agreement and any or all of the loan documents. BND may store the electronic image of this Agreement and loan documents in its electronic form and then destroy the paper original as part of BND's normal business practices, with the electronic image deemed to be an original.

Each person signing this Agreement represents and warrants that he or she is duly authorized and has legal capacity to execute and deliver this Agreement. Each party represents and warrants to the other that the execution and delivery of the Agreement and the performance of such party's obligation hereunder have been duly authorized and that the Agreement is a valid and legal agreement binding on such party and enforceable in accordance with its terms.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their respective officers duly authorized, as of the date first above written.

CITY OF FARGO

By: _____

Its: _____

BANK OF NORTH DAKOTA

By: _____

Joel Erickson

Its: Business Banker

GLDNBER ND, LLC

By: _____

Title: _____

**COMMUNITY PACE
INTEREST BUYDOWN AUTHORIZATION**

The **CITY OF FARGO** (the Community) has approved its participation in the PACE Program for a loan to **GLDNBER ND, LLC** (the Borrower) and has made the necessary provisions to match the BND Buydown Amount to be paid by Bank of North Dakota (BND) as required by the program.

The total PACE benefit to the Borrower and the breakdown to the Community and BND are detailed in the payment schedule labeled Exhibit A.

The Borrower's rate will be bought down approximately **4.05** percent below the Yield Rate as defined in the Escrow Agreement Pace Program at the time of closing of the Loan to the Borrower, unless otherwise agreed to in writing.

The Community Authorized Representative signing this Authorization represents and warrants that he or she is duly authorized and has legal capacity to execute and deliver this Authorization and that this Authorization is a valid, legal and binding on the Community and enforceable in accordance with its terms of this Authorization.

The Community shall provide an Opinion of Counsel in a form satisfactory to BND verifying the Community has taken appropriate action and has authority for its participation in the PACE Program.

CITY OF FARGO
Community Authorized Representative

(Please type or print name above)

**OFFICE OF THE
CITY ATTORNEY****CITY ATTORNEY**

Nancy J. Morris

SERKLAND LAW FIRM

10 Roberts Street North

P.O. Box 6017

Fargo, ND 58108

Phone: 701.232.8957 | Fax: 701.237.4049

ASSISTANT CITY ATTORNEYS

Ian R. McLean ▪ Alissa R. Farol ▪ William B. Wischer

②

November 6, 2025

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

RE: Amend 16-0201, 16-0204, 16-0206, 16-0213, 16-0214 and 16-0216, and Repeal 16-0205 and Amend 22-0301

Dear Mayor and Commissioners,

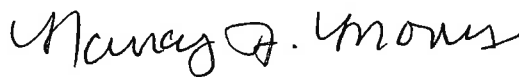
Presented for your consideration and approval are numerous ordinance changes pursuant to your directive in March, as presented by Public Works Director of Operations Ben Dow, to revise Fargo Municipal Code Article 16-02 to address the implementation of the Advanced Metering Infrastructure (AMI) being deployed across Fargo. The law is clear that the City can require a particular water meter be installed, and the AMI meter has been selected and approved. The system provides a much more accurate reading of water usage, and allows for the availability of real time information, potentially alerting to service breaks and leaks. The ordinance revision and accompanying Resolution provides that all customers who fail to permit entry for the purpose of installing the new meter system shall be charged a monthly fee in the proposed amount of \$50. Once the meter is installed, it has the ability to provide real time information, as previously mentioned, through the use of radio technology readers, eliminating the need for a water meter reader to access the property to determine the amount of water usage. Some customers have objected to the use of the radio technology, and many places have recognized that objection by providing an Opt Out option, allowing the water service customer to not have the radio technology activated. However, the refusal to deploy this technology comes with an additional cost to the City, including the continued employment of a Water Meter Reader, as well as the associated vehicle and maintenance expenses. In order to recoup these additional costs, the water service customer will be asked to affirmatively opt out of the use of the technology and pay an additional fee. The included Resolution proposes a fee in the amount of \$30 to opt out of the radio technology component to the AMI water meter system. The ordinance amendments are presented for your approval at this time; the Resolution will be presented for final approval at the time of second reading and adoption to coincide with ordinance adoption.

Finally, presented for your consideration and approval is an ordinance amendment which specifically prohibits connection to an abandoned lead water service line. As the Lead Service Line Replacement (LSLR) project proceeds with the use of State and Federal funds to accomplish the buildout over a period of years, the prohibition is not only required by the funding sources, but frankly good practice. Oftentimes the lines are left in place and parallel lines installed, saving cost and time. An unlawful connection to the abandoned service line would pose health risks as well as be deemed an infraction under the ordinance. Water Utility Director Troy Hall initially presented this issue to you for consideration October 8, 2025.

If you have any questions regarding these ordinance revisions and the opt out option being offered to water service customers who choose not to activate the radio transmission component of the AMI system, please reach out to Ben Dow directly. As to the LSLR ordinance revision, Dan Portlock will speak to this matter. Both Ben Dow and Dan Portlock will be present to address the Commission on these matters.

SUGGESTED MOTION: I move to receive and file the following Ordinance Amending Sections 16-0201, 16-0204, and 16-0206 and Repealing Section 16-0205 of Article 16-02 of Chapter 16, and to place the ordinance on for first reading at the next regularly-scheduled meeting of the board of city commissions. I further move to receive and file the following Ordinance Amending Section 22-0301 of Article 22-03 of Chapter 22, and to place the ordinance on for first reading at the next regularly- scheduled meeting of the board of city commissioners.

Regards,



Nancy J. Morris

NJM/imw

Ben Dow
Troy Hall
Dan Portlock

OFFICE OF THE CITY ATTORNEY
FARGO, NORTH DAKOTA

ORDINANCE NO. _____

AN ORDINANCE AMENDING SECTION 16-0201, 16-0204, 16-0206,
16-0213, 16-0214 and 16-0216 AND REPEALING SECTION 16-0205
OF ARTICLE 16-02 OF CHAPTER 16 OF THE FARGO MUNICIPAL
CODE RELATING TO WATERWORKS SYSTEM

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 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 purposes; and,

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

NOW, THEREFORE,

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

Section 1. Amendment.

Section 16-0201 of Article 16-02 of Chapter 16 of the Fargo Municipal Code is
hereby amended to read as follows:

16-0201. - Water meters required.

Any person, firm, or corporation taking water from the water mains of the city shall
be required to use a meter furnished by the city, at the expense of the consumer, to
measure water used by said consumer and to pay, for the water so used. City retains
discretion to replace meters for any reason, including changes in technology.
Failure of the water service consumer to replace a water service meter to the city
preferred water meter shall result in a service charge for the water service, such
charge to be in an amount to be determined by resolution of the board of city
commissioners. Water used shall be charged at such rate per hundred cubic feet or
per thousand gallons, or otherwise, as the board of city commissioners may, by
resolution, adopt.

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ORDINANCE NO. _____

1 Any person firm or corporation taking water from the city may opt out of activation
2 of the radio transmitted meter component of the water service meter by completing
3 an Opt Out Request Form provided by the city and pay a fee, in an amount to be
4 determined by Resolution of the board of city commissioners.

5 Failure to pay the established monthly service charge for failure to replace the
6 required water service meter or opt out fee shall be deemed a breach and water
7 service may be terminated.

8 Section 2. Amendment.

9 Section 16-0204 of Article 16-02 of Chapter 16 of the Fargo Municipal Code is
10 hereby amended to read as follows:

11 **16-0204. - Size of water meter furnished, installed, and maintained by water**
12 **department or owner.**

13 Meters smaller than one inch in size shall be installed, and maintained by the water
14 department at a furnished construction charge in an amount to be established by
15 Resolution of the board of city commissioners. Meters broken or damaged ~~through~~
16 ~~carelessness of the consumer~~ by the water service recipient shall be repaired at the
17 expense of the consumer, and these charges shall be payable the first of the month
18 following the date of such repairs. Meters one inch in size and larger shall be
19 furnished at the owner's expense subject to the approval of the water department.

20 All water meters shall be subject to inspection by city or designee upon property
21 notice to owner. Such inspection shall take placenot more than once every two (2)
22 years. Failure to permit inspection after proper notice shall result in termination of
23 water service.

Section 3. Amendment.

Section 16-0205 of Article 16-02 of Chapter 16 of the Fargo Municipal Code is
hereby repealed:

~~16-0205. Water meter Standard construction and proportions Inspection~~
~~before installed.~~

Meters shall be of standard construction and proportions and shall pass the

OFFICE OF THE CITY ATTORNEY
FARGO, NORTH DAKOTA

ORDINANCE NO. _____

~~inspection of the water department before being installed.~~

Section 4. Amendment.

Section 16-0206 of Article 16-02 of Chapter 16 of the Fargo Municipal Code is hereby amended to read as follows:

**16-0206. - Water meters in ~~duplex dwelling~~ Multiple Property Building—
Payment of water charges.**

For a ~~duplex dwelling~~ multiple property complexes there shall be a separate meter and a separate shutoff in the street for each ~~part of such~~ water user in the multiple property building. The owner shall pay the water charges for any existing services to duplex residences where there is only one meter.

Section 5. Amendment.

Section 16-0213 of Article 16-02 of Chapter 16 of the Fargo Municipal Code is hereby amended to read as follows:

16-0213. - Protection of water meters—Damage to meter—Notice to water department— Liability of owner.

The owner or occupant of premises where a meter is installed shall be responsible for its care and protection from freezing or hot water and from other injury or interference from any person or persons. In case of damage to the meter or in case of its stoppage or imperfect working, he shall give immediate notice to the office of the water department. In all cases where meters are broken or damaged by negligence of owners or occupants of premises, or by freezing, hot water, or other damage except ordinary wear and tear, the cost of repairs shall be paid by the owner or occupant, and, in case payment thereof is neglected or refused, the water supply shall be turned off and shall not be turned on until full payment has been made, plus an additional charge for restoring water service in an amount to be determined by Resolution of the board of city commissioners. ~~including a charge of \$2 for turning on the water again.~~

Section 6. Amendment.

Section 16-0214 of Article 16-02 of Chapter 16 of the Fargo Municipal Code is

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FARGO, NORTH DAKOTA

ORDINANCE NO. _____

hereby amended to read as follows:

**16-0214. - Owner of premises to give notice when meter not needed—
Responsibility for loss.**

Wherever a water meter is installed on a water service in premises that are to be remodeled, removed, or destroyed or where the service is discontinued so that the water meter is no longer needed, the owner of such premise shall give notice ~~in writing~~ to the water meter department to remove such meter, ~~and free~~ Owner shall provide access to such meter must be provided no later than 24 hours after notice is given so that the meter may be removed. The owner of the premise shall be held responsible for the meter until possession of the water meter is secured by city, ~~such written notice is given; and if the meter is covered up or lost, he shall be required to pay for the same at the actual value.~~

Section 7. Amendment.

Section 16-0216 of Article 16-02 of Chapter 16 of the Fargo Municipal Code is hereby amended to read as follows:

16-0216. - Tampering with water meter—~~Water rent~~ charge to be established.

If any water service or meter is found to have been tampered with, the amount charged for water ~~rent~~ service shall be estimated for the period and the meter repaired and tested. Upon repetition of the offense, it will be optional with the water department to discontinue the water service or collect the amount estimated due. Tampering with the city water service meter or connecting to the city water service by circumventing the legally mandated water meter in any way shall be deemed a violation of this ordinance, resulting in a charge of an infraction for such activity.

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Section 8. Penalty.

A person who willfully violates this ordinance is guilty of an infraction. Every person, firm or corporation violating an ordinance which is punishable as an infraction shall be punished by a fine not to exceed \$1,000; the court to have power to suspend said sentence and to revoke the suspension thereof.

Section 9. Effective Date

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

(SEAL)

Timothy J. Mahoney, M.D., Mayor

Attest:

Steven Sprague, City Auditor

First Reading:
Second Reading:
Final Passage:
Publication:

OFFICE OF THE CITY ATTORNEY
FARGO, NORTH DAKOTA

ORDINANCE NO. _____

AN ORDINANCE AMENDING SECTION 22-0301 OF ARTICLE 22-03
OF CHAPTER 22 OF THE FARGO MUNICIPAL
CODE RELATING TO PLUMBING CODE

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

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

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

Section 1. Amendment.

Section 22-0301 of Article 22-03 of Chapter 22 of the Fargo Municipal Code is hereby amended to read as follows:

22-0301. Water services—Quality—Rules regarding.

Services one and one-quarter inches and one and one-half inches shall be connected to the main by using an approved saddle. On services larger than two inches, a four-inch gate valve may be used as the shutoff, or two inch PEXa tubing is permitted.

Services larger than two inches shall be of standard C900 PVC SDR 18 connected to the main by a "tapping sleeve and valve" or equal or a tee. Gate valves smaller than four inches shall not be used and any service less than four inches in size shall have a four-inch gate valve with proper reducers to meet service size.

In renewing or constructing a larger service to any premises, a permit for such work will not be issued unless the abandoned service is closed at the corporation.

OFFICE OF THE CITY ATTORNEY
FARGO, NORTH DAKOTA

ORDINANCE NO. _____

1 All services shall have minimum depth of seven feet below finished grade and shall have a
2 stop or curb cock fitted with a box, set between the sidewalk and curb and the top of such box to
3 the grade of the sidewalk.

4 The city water department maintains and repairs all existing services between the
5 corporation and the curb cock only. On services larger than four inches, the gate valve that is
6 tapped of the water main will be considered the curb cock for that service.

7 The city shall have the right to enter any premises at reasonable times and as necessary to
8 inspect, maintain, repair or terminate the plumbing system when located on private property.

9 Services shall be fitted with a standard Ball valve adjacent to and on the street side of the
10 meter. An additional valve shall be provided on the house side of the meter when larger than
11 five-eighths inch in size.

12 For meters one and one-half inches in size, or over, a bypass shall be required with a
13 suitable valve on each side of the meter and a valve in the bypass and also a valve on the service
14 as it enters the building.

15 Upon completion of a plumbing installation and test, where no service meter exists, the
16 plumber shall close the water service at the curb cock and it shall remain closed until application
17 for a meter shall have been made by the general contractor or the owner and the meter installed
18 by the water department.

19 A separate and independent water connection shall be provided from the main for each
20 building or subdivision thereof when such subdivisions are under separate ownership.

21 For duplex dwellings or subdivisions of buildings under single ownership, a shutoff shall be
22 provided for each subdivision at a point between the public sidewalk and the curb, which may be
23 done by branching from a single service at the curb. When existing services to buildings of the
latter classification do not conform to these regulations, the owner of such building shall be held
responsible for the payment of water charges.

No person, firm or corporation shall connect to an abandoned lead service line to secure
water service. Unauthorized connection to a city water service is an infraction.

Section 2. Penalty.

A person who willfully violates this ordinance is guilty of an infraction. Every person,
firm or corporation violating an ordinance which is punishable as an infraction shall be punished
by a fine not to exceed \$1,000; the court to have power to suspend said sentence and to revoke
the suspension thereof.

OFFICE OF THE CITY ATTORNEY
FARGO, NORTH DAKOTA

ORDINANCE NO. _____

Section 3. Effective Date

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

(SEAL)

Timothy J. Mahoney, M.D., Mayor

Attest:

Steven Sprague, City Auditor

First Reading:
Second Reading:
Final Passage:
Publication:

COMMISSIONER _____ introduced the following resolution and moved its adoption:

Resolution Establishing Water Meter Charge for Failure to Replace Meter and Opt Out Charge

WHEREAS, on _____ (date of second reading of ordinance) the city of Fargo adopted an ordinance establishing a monthly charge for water service customers that fail to replace the water meter by which the customer receives water service; and

WHEREAS; on _____ (same date), the city of Fargo adopted an ordinance establishing a monthly charge for water service customers that opt out of activation of the radio transmitted meter component of the water service meter.

NOW, THEREFORE, BE IT RESOLVED by the board of city commissioners of the city of Fargo:

1. A monthly charge in the amount of \$50 shall be billed to a water service customer who fails or refuses to allow the installation of the City preferred water meter.
2. A monthly charge in the amount of \$30 shall be billed to a water service customer who affirmatively opts out of activation of the radio transmitted meter component of the water service meter.

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

Dated this ____ day of _____, 2025.

Timothy J. Mahoney, M.D., Mayor

ATTEST:

Steve Sprague, City Auditor

OFFICE OF THE CITY ATTORNEY
FARGO, NORTH DAKOTA

3

ORDINANCE NO. _____

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

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

WHEREAS, the Fargo Planning Commission recommended approval of the rezoning request on August 5, 2025; and,

WHEREAS, the rezoning changes were approved by the City Commission on October 27, 2025,

NOW, THEREFORE,

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

Section 1. The following described property:

Lot One (1), Block Two (2) of Selkirk Place Fourth Addition to the City of Fargo, Cass County, North Dakota;

is hereby rezoned from "GC", General Commercial, District to "MR-3", Multi-Dwelling Residential, District with a "C-O", Conditional Overlay, District as follows below:

and

Lot One (1), Block Twelve (12)) of Selkirk Place Fourth Addition to the City of Fargo, Cass County, North Dakota;

is hereby rezoned from "AG", Agricultural, District to "MR-3", Multi-Dwelling Residential, District with a "C-O", Conditional Overlay, District as follows:

1. No accessory buildings shall be allowed between the primary buildings(s) and the front or

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ORDINANCE NO. _____

street side along public right of way or between building front and private road.

2. Individual accessory buildings shall have a maximum length of 140 feet.
3. The cumulative total building footprint for all accessory buildings shall be a maximum of 45 percent of the primary building coverage.
4. Separate vehicular and pedestrian circulation systems shall be provided. An on-site system of pedestrian walkways shall be designed to provide direct access and connections to and between the following:
 - a. Any sidewalks or walkways on adjacent properties that extend to the boundaries shared with the development.
 - b. Parking areas that serve each primary building.
 - c. Any public sidewalk system along the perimeter streets adjacent to the development.
 - d. Where practical and appropriate, adjacent land uses and developments, including but not limited to residential developments, parks, retail shopping centers, and office buildings.

Section 2. The following described property:

Lots Two (2) through Twenty (20), Block Two (2); Lots One (1) through Nineteen (19), Block Three (3); Lots One (1) through Eight (8), Block Four (4); Lots One (1) through Eight (8) and Thirty-One (31) through Thirty-Eight (38), Block Five (5) and Lots One (1) through Eight (8), Block Six (6) of Selkirk Place Fourth Addition to the City of Fargo, North Dakota;

Are hereby rezoned from "GC", General Commercial, District to "SR-4", Single-Dwelling Residential, District.

and

Lot Nine (9), Block Four (4); Lots Nine (9) and Thirty (30), Block Five (5); Lots Nine (9)

OFFICE OF THE CITY ATTORNEY
FARGO, NORTH DAKOTA

ORDINANCE NO. _____

and Twenty-Nine (29) through Thirty-Five (35), Block Six (6) of Selkirk Place Fourth Addition to the City of Fargo, Cass County, North Dakota;

are hereby rezoned from “GC”, General Commercial, District and “AG”, Agricultural, District to “SR-4”, Single-Dwelling Residential, District,

and

Lots Ten (10) through Nineteen (19), Block Four (4); Lots Ten (10) through Twenty-Nine (29), Block Five (5); Lots Ten (10) through Twenty-Eight (28), Block Six (6); Lots One (1) through Thirty-Two (32), Block Seven (7); Lots One (1) through Thirty (30), Block Eight (8); Lots One (1) through Fourteen (14) and Sixteen (16) through Twenty-Eight (28), Block Nine (9); Lots One (1) through Thirty (30), Block Ten (10); Lots One (1) through Thirty-Three (33), Block Eleven (11) and Lots Two (2) through Nineteen (19), Block Twelve (12) of Selkirk Place Fourth Addition to the City of Fargo, Cass County, North Dakota;

are hereby rezoned from “AG”, Agricultural, District to “SR-4”, Single-Dwelling Residential, District,

Section 3. The following described property:

Lot Twenty (20), Block Four (4) of Selkirk Place Fourth Addition to the City of Fargo, Cass County, North Dakota;

is hereby rezoned from “AG”, Agricultural, District to “SR-5”, Single-Dwelling Residential, District.

Section 4. The following described property:

Lot Twenty-One (21), Block Four (4) of Selkirk Place Fourth Addition to the City of Fargo, Cass County, North Dakota;

is hereby rezoned from “GC”, General Commercial, District and “AG”, Agricultural, District to “SR-5”, Single-Dwelling Residential, District.

Section 5. The following described property:

OFFICE OF THE CITY ATTORNEY
FARGO, NORTH DAKOTA

ORDINANCE NO. _____

1 Lots Fifteen (15), Twenty-Nine (29), Thirty (30) and Thirty-One (31), Block Nine
2 (9) of Selkirk Place Fourth Addition to the City of Fargo, Cass County, North
3 Dakota;

4 are hereby rezoned from “AG”, Agricultural, District to “P/I”, Public and Institutional, District.

5 Section 6. The following described property:

6 Lot One (1), Block One (1) of Selkirk Place Fourth Addition to the City of Fargo,
7 Cass County, North Dakota;

8 is hereby rezoned from “GC”, General Commercial, District to “AG”, Agricultural, District.

9 Section 7. The following described property:

10 Lot Two (2), Block One (1) of Selkirk Place Fourth Addition to the City of Fargo,
11 Cass County, North Dakota;

12 is hereby rezoned from “GC”, General Commercial, District and “AG”, Agricultural, District to
13 “AG”, Agricultural, District.

14 Section 8. The City Auditor is hereby directed to amend the zoning map now on file in his
15 office so as to conform with and carry out the provisions of this ordinance.

16 Section 9. This ordinance shall be in full force and effect from and after its passage and
17 approval.

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

20 (SEAL)

21 Attest:

22 _____
23 Steven Sprague, City Auditor

First Reading:
Second Reading:
Final Passage:

OFFICE OF THE CITY ATTORNEY
FARGO, NORTH DAKOTA

4

ORDINANCE NO. _____

1 AN ORDINANCE ANNEXING A CERTAIN PARCEL OF LAND
2 LYING IN A PORTION OF THE SOUTHWEST QUARTER AND PART OF THE
3 SOUTHEAST QUARTER OF SECTION 11, TOWNSHIP 138 NORTH
4 RANGE 49 WEST OF THE 5TH PRINCIPAL
5 MERIDIAN IN CASS COUNTY, NORTH DAKOTA

6 WHEREAS, A Petition for Annexation has been submitted by the owners of not less than
7 three-fourths in assessed value of the property described in said Petition for Annexation to the City
8 of Fargo, Cass County, North Dakota, in accordance with Section 40-51.2-03 N.D.C.C.; and,

9 WHEREAS, Public notice of the submission of such Petition has been given by publication
10 in The Forum as required by Section 40-51.2-05 N.D.C.C.; and,

11 WHEREAS, Said Section 40-51.2-03 N.D.C.C. requires that such annexation be
12 accomplished by ordinance,

13 NOW, THEREFORE,

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

15 Section 1. The following described property located as part of the Southwest Quarter and
16 part of the Southeast Quarter of Section 11, Township 138 North, Range 49 West of the Fifth
17 Principal Meridian, Cass County, North Dakota more particularly described as follows:

18 Beginning at the Northeast corner of said Southwest Quarter and the existing City of
19 Fargo corporate limits; thence southerly along the East line of said Southwest Quarter and along
20 said existing City of Fargo corporate limits to the South line of the North Half of the North Half
21 of said Southeast Quarter; thence easterly along said South line and along said existing City of
22 Fargo corporate limits to the westerly line of Lot 13, Block 3, MADELYN'S MEADOWS
23 FIRST ADDITION, according to the recorded plat thereof, on file and of record in the office of
the Recorder, said Cass County; thence southerly along said westerly line and along said existing
City of Fargo corporate limits to the southerly line of said Lot 13; thence westerly along the
westerly extension of said Lot 13, leaving said City of Fargo corporate limits, to the easterly
right of way line of Interstate Highway No. 29; thence northerly along said easterly right of way
line, to the North line of said Southwest Quarter and to said existing City of Fargo corporate
limits; thence easterly along said North line and said existing City of Fargo corporate limits to
the point of beginning.

OFFICE OF THE CITY ATTORNEY
FARGO, NORTH DAKOTA

ORDINANCE NO. _____

Said tract contains 72.96 acres, more or less.

Section 2. Effective Date.

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

Timothy J. Mahoney, M.D., Mayor

ATTEST:

First Reading:
Second Reading:
Final Passage:

Steven Sprague, City Auditor



AUDITOR'S OFFICE

AUDITOR'S OFFICE

Fargo City Hall

225 4th Street North

PO Box 2471

Fargo, ND 58108

Phone: 701.241.8108 | Fax: 701.241.8184

FargoND.gov

(5)

MEMORANDUM

TO: BOARD OF CITY COMMISSIONERS

FROM: AUDITOR'S OFFICE

DATE: NOVEMBER 10, 2025

SUBJECT: GAMES OF CHANCE APPLICATIONS

Please find attached the Applications for Games of Chance.

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



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

Applying for (check one)

☒ Local Permit ☐ Restricted Event Permit*

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

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

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

ORGANIZATION INFO

Name of Organization or Group ASGSO Animal Sciences Grad. Student Org.		Dates of Activity (Does not include dates for the sales of tickets) 12/16/2025	
Organization or Group Contact Person Charles Bunker	E-mail Charles.bunker@ndsu.edu	Telephone Number 336-263-3692	
Business Address 1300 Albrecht Blvd	City Fargo	State ND	ZIP Code 58102
Mailing Address (if different)	City	State	ZIP Code

SITE INFO

Site Name Hulz hall		County Cass	
Site Physical Address 1300 Albrecht Blvd	City Fargo	State ND	ZIP Code 58102
Provide the exact date(s) & frequency of each event & type (Ex. Bingo every Friday 10/1-12/31, Raffle - 10/30, 11/30, 12/31, etc.) 12/16/2025 Raffle of all 3 Ribeye Rolls			

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

Game Type	Description of Prize	Exact Retail Value of Prize
raffle	One ribeye roll 14-16LBS	205.20
raffle	One ribeye roll 14-16LBS	205.20
raffle	One ribeye roll 14-16LBS	205.20
Total (limit \$50,000 per year)		\$ 615.60

ADDITIONAL REQUIRED INFORMATION

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

Printed Name of Organization Group's Permit Organizer Charles Bunker	Telephone Number 336-263-3692	E-mail Address charles.bunker@ndsu.edu
Signature of Organization Group's Permit Organizer <i>Charles Bunker</i>	Title Meat Judging coach	Date 11/5/2025



APPLICATION FOR A LOCAL PERMIT OR RESTRICTED EVENT PERMIT

NORTH DAKOTA OFFICE OF ATTORNEY GENERAL

GAMING DIVISION

SFN 9338 (8-2025)

Applying for (check one)

☒ Local Permit ☐ Restricted Event Permit*

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

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

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

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

ORGANIZATION INFO

Name of Organization or Group Benefit for Sgt. Shawn Gamradt Family		Dates of Activity (Does not include dates for the sales of tickets) 12/14/2025	
Organization or Group Contact Person Sam Bollman	E-mail sbollman@fargond.gov	Telephone Number 7018662038	
Business Address 3504 43rd Ave S	City Fargo	State ND	ZIP Code 58104
Mailing Address (if different)	City	State	ZIP Code

SITE INFO

Site Name Private Residence		County Cass	
Site Physical Address 3504 43rd Ave S	City Fargo	State ND	ZIP Code 58104
Provide the exact date(s) & frequency of each event & type (Ex. Bingo every Friday 10/1-12/31, Raffle - 10/30, 11/30, 12/31, etc.) drawing 12/14/2025			

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

Game Type	Description of Prize	Exact Retail Value of Prize
50/50 Raffle	10 percent of raffle ticket sales not to exceed \$1,000	
Total (limit \$50,000 per year)		\$

ADDITIONAL REQUIRED INFORMATION

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

Printed Name of Organization Group's Permit Organizer Sam Bollman	Telephone Number 7018662038	E-mail Address sbollman@fargond.gov
Signature of Organization Group's Permit Organizer 	Title Organizer	Date 11/3/2025



APPLICATION FOR A LOCAL PERMIT OR RESTRICTED EVENT PERMIT

NORTH DAKOTA OFFICE OF ATTORNEY GENERAL

GAMING DIVISION

SFN 9338 (8-2025)

Applying for (check one)

☒ Local Permit ☐ Restricted Event Permit*

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

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

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

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

ORGANIZATION INFO

Name of Organization or Group NDSU Judging Club		Dates of Activity (Does not include dates for the sales of tickets) Feb. 14th 2026	
Organization or Group Contact Person Forrest Sears	E-mail Forrest.sears@ndus.edu	Telephone Number 701-261-8961	
Business Address 1300 Administration Drive	City Fargo	State ND	ZIP Code 58079
Mailing Address (if different)	City	State	ZIP Code

SITE INFO

Site Name Shepard Arena	County Cass
Site Physical Address 1350 Albrecht Blvd	City Fargo
	State ND
	ZIP Code 58102

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

Raffle - Feb. 14th

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

Game Type	Description of Prize	Exact Retail Value of Prize
Raffle	Helper	\$1750
Raffle	\$500 cash	\$500
Raffle	Meat Raffle	\$2400
Total (limit \$50,000 per year)		\$

ADDITIONAL REQUIRED INFORMATION

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

Printed Name of Organization Group's Permit Organizer Forrest Sears	Telephone Number 701-261-8961	E-mail Address forrest.sears@ndus.edu
Signature of Organization Group's Permit Organizer	Title Fundraising chair	Date 11/4/2025

Page 40 APPLICATION FOR A LOCAL PERMIT OR RESTRICTED EVENT PERMIT

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

Applying for (check one)

☒ Local Permit ☐ Restricted Event Permit*

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

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

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

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

ORGANIZATION INFO

Name of Organization or Group SSI Red River Valley Chapter		Dates of Activity (Does not include dates for the sales of tickets) Dec. 12, 2025	
Organization or Group Contact Person Roger Van Raden		E-mail honestoogvr@gmail.com	Telephone Number 701-361-8575
Business Address 72 35th Ave N	City Fargo	State ND	ZIP Code 58102
Mailing Address (if different)	City	State	ZIP Code

SITE INFO

Site Name Fargo Elks		County Cass	
Site Physical Address 3435 N. Broadway	City Fargo	State ND	ZIP Code 58102
Provide the exact date(s) & frequency of each event & type (Ex. Bingo every Friday 10/1-12/31, Raffle - 10/30, 11/30, 12/31, etc.)			

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

Game Type	Description of Prize	Exact Retail Value of Prize
Raffle Board	guns, scopes, Binoculars	\$1400
Raffles	pies + meat Bundles gun	\$1100
50-50	cash	\$500
Total (limit \$50,000 per year)		\$ 3000

ADDITIONAL REQUIRED INFORMATION

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

Printed Name of Organization Group's Permit Organizer	Telephone Number 701-361-8575	E-mail Address
Signature of Organization Group's Permit Organizer	Title President	Date 11-6-25



AUDITOR'S OFFICE

**AUDITOR'S OFFICE**

Fargo City Hall
225 4th Street North

PO Box 2471

Fargo, ND 58108

Phone: 701.241.8108 | Fax: 701.241.8184

FargoND.gov

MEMORANDUM

TO: BOARD OF CITY COMMISSIONERS

FROM: AUDITOR'S OFFICE

DATE: NOVEMBER 10, 2025

SUBJECT: GAMING SITE AUTHORIZATIONS

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

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



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

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

Full, Legal Name of Gaming Organization

Fraser Ltd.

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

Name of Location

Nova Eatery & Supper Club

Street 402 N Broadway	City Fargo	ZIP Code 58102	County Cass
Beginning Date(s) Authorized 10.10.2025 11/11/25	Ending Date(s) Authorized 6.30.2026	Number of Twenty-One tables, if zero, enter "0" 0	

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

Gaming is conducted in all common areas of the establishment with the exception of restrooms.

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

RESTRICTIONS FOR CITY/COUNTY USE ONLY

The organization **must** provide the City/County a list of game types included in their Internal Control Manual and have the manual available upon request. The manual must thoroughly explain each game type to be conducted. The City/County can only approve these games at the site.

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

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

Days of week of gaming operations (if restricted)

Hours of gaming (if restricted)

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

APPROVALS

Attorney General	Date
Signature of City/County Official	Date 11/10/25

PRINT Name and official position of person signing on behalf of city/county above

Steven Sprague/City Auditor

INSTRUCTIONS:

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

RETURN ALL DOCUMENTS TO:

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



GAMING SITE AUTHORIZATION
OFFICE OF ATTORNEY GENERAL
 SFN 17996 (02/2018)

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

Full, Legal Name of Gaming Organization

Fraser Ltd.

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

Name of Location <i>Spicy Pie</i>			
Street <i>322 Broadway</i>	City <i>Fargo</i>	ZIP Code <i>58102</i>	County <i>Cass</i>
Beginning Date(s) Authorized <i>10-23-25</i>	Ending Date(s) Authorized <i>6-30-26</i>	Number of twenty-one tables if zero, enter "0": <i>0</i>	
Specific location where games of chance will be conducted and played at the site (required) <i>All areas of the restaurant with the exception of restrooms</i>			
If conducting Raffle or Poker activity provide date(s) or month(s) of event(s) if known			

RESTRICTIONS (City/County Use Only)

Days of week of gaming operations (if restricted)

Hours of gaming (if restricted)

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

- ☐ Bingo
☐ **ELECTRONIC** Quick Shot Bingo
☐ Raffles
☐ **ELECTRONIC** 50/50 Raffle
☐ Pull Tab Jar
☐ Pull Tab Dispensing Device
☒ **ELECTRONIC** Pull Tab Device

- ☐ Club Special
☐ Tip Board
☐ Seal Board
☐ Punchboard
☐ Prize Board
☐ Prize Board Dispensing Device

- ☐ Sports Pools
☐ Twenty-One
☐ Poker
☐ Calcuttas
☐ Paddlewheels with Tickets
☐ Paddlewheel Table

APPROVALS

Attorney General	Date
Signature of City/County Official	Date <i>11/10/25</i>
PRINT Name and official position of person signing on behalf of city/county above <i>Steven Sprague/City Auditor</i>	

INSTRUCTIONS:

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

RETURN ALL DOCUMENTS TO:

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

REPORT OF ACTION

⑦

PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

Project No. NR-23-A2

Type: Negative Final Balancing Change Order #6 &
Time Extension

Location: Storm Sewer Lift Stations #47 & #48 Date of Hearing: 11/3/2025

RoutingCity Commission
PWPEC File
Project FileDate

11/10/2025

X

Christine Goldader

The Committee reviewed the accompanying correspondence from Project Manager, Christine Goldader, related to Negative Final Balancing Change Order #6 in the amount of -\$67,300.00, which reconciles the final quantities as measured in the field, along with a time extension to the Final Completion Date bringing it to July 31, 2025.

Staff is seeking approval of Negative Final Balancing Change Order #6 in the amount of -\$67,300.00, bringing the total contract amount to \$9,669,901.50, along with the time extension to the Final Completion Date as described above.

On a motion by Brenda Derrig, seconded by Steve Sprague, the Committee voted to recommend approval of Negative Final Balancing Change Order #6 and the time extension to Key Contracting.

RECOMMENDED MOTION

Concur with recommendations of PWPEC and approve Negative Final Balancing Change Order #6 in the amount of -\$67,300.00 and the time extension to the Final Completion Date bringing it to July 31, 2025 to Key Contracting.

PROJECT FINANCING INFORMATION:

Recommended source of funding for project: Sales Tax

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

Yes No

N/A

N/A

N/A

COMMITTEE

Present Yes No Unanimous

☒

Tim Mahoney, Mayor

☒☒☐

Nicole Crutchfield, Director of Planning

☒☒☐

Gary Lorenz, Fire Chief

☒☒☐

Brenda Derrig, Assistant City Administrator

☒☒☐

Ben Dow, Director of Operations

☐☐☐

Steve Sprague, City Auditor

☒☒☐

Tom Knakmuhs, City Engineer

☒☒☐

Susan Thompson, Finance Director

☒☒☐

Nathan Boerboom

ATTEST:

C: Kristi Olson


 Nathan Boerboom, P.E.
 Assistant City Engineer

Memorandum

To: Members of PWPEC
From: Christine Goldader, Project Manager
Date: October 28, 2025
Re: Project No. NR-23-A2 – Negative Final Balancing Change Order #6 & Time Extension

Background:

Key Contracting Inc. is the Prime Contractor for Project No. NR-23-A2, which is for the reconstruction of storm sewer lift stations #47 and #48 at 38th Street South and Cass County Drain 27.

The attached Negative Final Balancing Change Order #6 in the amount of -\$67,300.00 (0.7% of the original contract) decreases the total contract amount to \$9,669,901.50 and reconciles the final item quantities with the materials that were used for the construction of the project. Several bid items were not used in the construction of the project or were used less than expected.

The Final Completion Date is requested to be extended to 7/31/2025 to complete the remaining punchlist items and establish vegetation in disturbed areas. The requested change to the completion date has no impact on the functionality of the project and does not affect the public. This change order will extend the Final Completion Date to 7/31/2025.

Change Order #6:

- 1.) Reduce the total contract price by \$67,300.00 to \$9,669,901.50.
- 2.) Extend the final completion date from 11/5/2024 to 7/31/2025.

Recommended Motion:

Approve Negative Final Balancing Change Order #6 in the amount of -\$67,300.00 and the time extension to Key Contracting, Inc.

CAG/klb
Attachments

CHANGE ORDER REPORT
DRAIN #27 LIFT STATION #47 & #48 - GENERAL
PROJECT NO. NR-23-A2
STORM SEWER LIFT STATIONS #47 & #48 ON 38TH STREET SOUTH AT CASS
COUNTY DRAIN 27.

Change Order No 6 **Change Order Date** 9/3/2025
Contractor Key Contracting Inc

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

EXPLANATION OF CHANGE Change Order # 6

Final Balancing Change Order. Item quantities have been increased or decreased to align with what was used in construction of the project.

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	24	F&I 1-1/4" Trench Found Rock 14" thru 24" Dia	LF	723		723	-723	0	\$15.00	-\$10,845.00
	25	F&I 1-1/4" Trench Found Rock 27" thru 36" Dia	LF	122		122	-122	0	\$20.00	-\$2,440.00
	26	F&I 1-1/4" Trench Found Rock 42" thru 54" Dia	LF	384		384	-384	0	\$25.00	-\$9,600.00
	27	F&I 1-1/4" Trench Found Rock 60" Plus Dia	LF	191		191	-191	0	\$40.00	-\$7,640.00
	41	F&I Pipe 15" Dia Reinf Conc	LF	373		373	-4	369	\$135.00	-\$540.00
Storm Sewer Sub Total										-\$31,065.00
Miscellaneous	82	Mulching Type 2 Straw	SY	12535		12535	-12535	0	\$0.40	-\$5,014.00
	83	Seeding Type A	SY	12535		12535	-12535	0	\$0.55	-\$6,894.25
	85	Overseeding	SY	17725		17725	-12725	5000	\$0.21	-\$2,672.25
	86	Weed Control Type B	SY	17725		17725	-8825	8900	\$0.10	-\$882.50
	89	Silt Fence - Standard	LF	2900		2900	1157	4057	\$4.00	\$4,628.00
	92	Inlet Protection - Existing Inlet	EA	9		9	2	11	\$300.00	\$600.00

	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 (\$)
Flood Mitigation		96	Excavate & Haul - Excess Material	CY	500		500	-500	0	\$52.00	-\$26,000.00
								Miscellaneous Sub Total			-\$10,235.00
								Flood Mitigation Sub Total			-\$26,000.00

Summary.

Source Of Funding	Infrastructure Sales Tax Fund 460
Net Amount Change Order # 6 (\$)	-\$67,300.00
Previous Change Orders (\$)	\$63,594.00
Original Contract Amount (\$)	\$9,673,607.50
Total Contract Amount (\$)	\$9,669,901.50

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

CONTRACT DATES

Current Substantial Completion Date	Current Final Completion Date
10/31/2024	11/5/2024
Additional Days Substantial Completion	Additional Days Final Completion
0	268
New Substantial Completion Date	New Final Completion Date
10/31/2024	7/31/2025

Interim Completion Dates

APPROVED
For Contractor
Title

thomas martin
President

APPROVED DATE
Department Head
Mayor
Attest

T. V. Lee



September 22, 2025

Christine Goldader
City of Fargo Engineering
225 4th Street North
Fargo, ND 58102

Subject: Change Order 6 Recommendations
NR-23-A2 Drain 27 Lift Station #47 & #48 Replacement/Rehab

Mrs. Goldader:

Below is a summary of the proposed changes associated with this change order request. This final change order accounts for quantity overruns and underruns as defined below, including bid purpose items that were not utilized.

NR-23-A2 Drain 27 Lift Station #47 & 48 Replacement/Rehab Quantity Balancing Change Order

- **1000-FN50-DT024 F&I 1-1/4" Trench Found Rock 14" thru 24" Dia:** This item was not utilized in construction of the project, resulting in a quantity adjustment from 723 LF to 0 LF and a contract adjustment of (\$10,845.00).
- **1000-FN50-DT036 F&I 1-1/4" Trench Found Rock 27" thru 36" Dia:** This item was not utilized in construction of the project, resulting in a quantity adjustment from 122 LF to 0 LF and a contract adjustment of (\$2,440.00).
- **1000-FN50-DT054 F&I 1-1/4" Trench Found Rock 42" thru 54" Dia:** This item was not utilized in construction of the project, resulting in a quantity adjustment from 384 LF to 0 LF and a contract adjustment of (\$9,600.00).
- **1000-FN50-DT060 F&I 1-1/4" Trench Found Rock 60" Plus Dia:** This item was not utilized in construction of the project, resulting in a quantity adjustment from 191 LF to 0 LF and a contract adjustment of (\$7,640.00).
- **1500-PN5C-D0150 F&I Pipe 15" Dia Reinf Conc:** This item is reduced from 373 LF to 369 LF due to 4 LF of damaged pipe that will not be paid for amounting to a contract adjustment of (\$540.00).
- **3100-M070-X0002 Mulching Type 2 Straw:** This item was not utilized in construction of the project resulting in a quantity adjustment from 12535 SY to 0 SY and a contract adjustment of (\$5,014.00).
- **3100-S070-Z000A Seeding Type A:** This item was not utilized in construction of the project resulting in a quantity adjustment from 12535 SY to 0 SY and a contract adjustment of (\$6,894.25).
- **3100-T070-00000 Overseeding:** Only a portion of the overall seeding area was overseeded, resulting in a quantity adjustment from 17725 SY to 5000 SY and a contract adjustment of (\$2,672.25).
- **3100-W070-X000B Weed Control Type B:** Only a portion of the overall weed control was applied, resulting in a quantity adjustment from 17725 SY to 8900 SY and a contract adjustment of (\$882.5).

- **3300-F050-OSC12 Silt Fence Standard:** Additional silt fence was required to replace silt fence damaged between construction seasons from snow removal and winter weather, resulting in a quantity adjustment from 2900 LF to 4,057 LF and a contract adjustment of \$4628.00.
- **3300-P020-OSC0E Inlet Protection – Existing Inlet 2:** Additional inlets were found to be requiring protection, resulting in a quantity adjustment from 9 EA to 11 EA and a contract adjustment of \$600.00.
- **2000-H090-00000 Excavate & Haul – Excess Material:** This item was not utilized in construction of the project, resulting in a quantity adjustment from 500 CY to 0 CY and a contract adjustment of (\$26,000.00).

This change order will decrease the contract price by (\$67,300.00).

Sincerely,



Gabe Bladow, PE
Project Manager
Direct: 701.499.2091
gbladow@houstoneng.com



October 30, 2025

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

Re: Purchase Agreement – Project #BN-26-D1

Dear Commissioners:

Enclosed and delivered to the City Commission office is an original Purchase Agreement document for the fee acquisition of property for the Southwest Metro Storm Water Master Plan in association with Project #BN-26-D1. Final purchase price has been reached and at this time we are requesting authorization from the Commission to proceed with the purchase. All land acquisition procedures have been followed and the City Engineer's office recommends purchase.

RECOMMENDED MOTION: I/we hereby move to approve and authorize the fee acquisition of property for the Southwest Metro Storm Water Master Plan from **64th Avenue Development LLC** in association with Project#BN-26-D1.

Please return a copy of the signed purchase agreement.

Respectfully submitted,

A handwritten signature in cursive script that reads "Shawn G. Bullinger".

Shawn G. Bullinger
Land Acquisition Specialist

C: Nathan Boerboom
Kasey McNary

PURCHASE AGREEMENT

This PURCHASE AGREEMENT is made and entered into by and between the **City of Fargo**, a North Dakota municipal corporation, 225 4th Street North, Fargo, North Dakota 58102, as Buyer, and **64th Avenue Development LLC**, a North Dakota limited liability company, 5522 36th Street South, Fargo, North Dakota 58104, as Seller.

Seller and Buyer hereby agree as follows:

1. Real Estate. Seller hereby agrees to sell, and Buyer hereby agrees to purchase the following described real property located in Cass County, North Dakota ("Property"):

That part of the Northwest Quarter of Section 10, Township 138 North, Range 49 West, Cass County, North Dakota, described as follows:

Commencing at the northwest corner of said Northwest Quarter; thence South 01 degree 42 minutes 54 seconds East on an assigned bearing along the west line of said Northwest Quarter a distance of 2,084.87 feet; thence North 88 degrees 17 minutes 06 seconds East a distance of 100.00 feet to the east line of that certain tract of land described in Document No. 1640757, being on file and of record in the Cass County Recorder's office, the point of beginning; thence North 88 degrees 17 minutes 06 seconds East a distance of 86.66 feet; thence easterly 113.12 feet along a tangential curve, concave southerly, having a radius of 400.00 feet and a central angle of 16 degrees 12 minutes 11 seconds; thence South 75 degrees 30 minutes 43 seconds East a distance of 259.81 feet; thence easterly 407.19 feet along a tangential curve, concave northerly, having a radius of 600.00 feet and a central angle of 38 degrees 53 minutes 00 seconds; thence North 65 degrees 36 minutes 17 seconds East a distance of 370.86 feet; thence easterly 225.28 feet along a tangential curve, concave southerly, having a radius of 400.00 feet and a central angle of 32 degrees 16 minutes 09 seconds; thence South 82 degrees 07 minutes 34 seconds East a distance of 582.22 feet; thence easterly 104.05 feet along a tangential curve, concave northerly, having a radius of 600.00 feet and a central angle of 09 degrees 56 minutes 11 seconds; thence North 87 degrees 56 minutes 15 seconds East a distance of 390.13 feet to a point on a line lying 65.00 feet westerly of, as measured at a right angle to, and parallel with the east line of said Northwest Quarter; thence North 01 degree 52 minutes 55 seconds West along said parallel line a distance of 252.25 feet; thence South 73 degrees 55 minutes 15 seconds West a distance of 206.30 feet; thence South 87 degrees 56 minutes 49 seconds West a distance of 204.06 feet; thence westerly 69.30 feet along a tangential curve, concave northerly, having a radius of 400.00 feet and a central angle of 09 degrees 55 minutes 37 seconds; thence North 82 degrees 07 minutes 34 seconds West a distance of 568.80 feet; thence westerly 337.92 feet along a tangential curve, concave southerly, having a radius of 600.00 feet and a central angle of 32 degrees 16 minutes 09 seconds; thence South 65 degrees 36 minutes 17 seconds West a distance of 370.86 feet; thence westerly 271.46 feet along a tangential curve,

concave northerly, having a radius of 400.00 feet and a central angle of 38 degrees 53 minutes 00 seconds; thence North 75 degrees 30 minutes 43 seconds West a distance of 524.40 feet to a point on the easterly line of said tract; thence South 01 degree 42 minutes 54 seconds East along the east line of said tract a distance of 250.00 feet to the point of beginning.

The above-described tract contains 11.90 acres and is subject to all easements, restrictions, reservations, and rights-of-way of record, if any.

2. Purchase Price. Seller and Buyer agree that the purchase price for said Property shall be One Million Five Hundred Twenty-nine Thousand One Hundred Seventy-three Dollars and Eighty Cents (\$1,529,173.80) ("Purchase Price"). The Purchase Price is to be paid to Seller at closing in cash or certified funds and upon delivery of a Warranty Deed warranting title and conveying the Property to Buyer, free and clear of all liens and encumbrances, except all covenants, conditions, restrictions, reservations of mineral rights, easements, and right of ways of record.

3. Closing Date. Closing shall take place within sixty (60) days of the complete execution of this Agreement by the parties. The exact date to be agreed upon by the parties hereto. Buyer shall take possessions of the Property on the day of Closing.

4. Risk of Loss. All risk of loss or damage to the Property prior to the Closing Date, including, without limitation, loss by fire, windstorm, or other casualty (collectively, a "Casualty") or by condemnation, eminent domain or similar proceedings or threat thereof (collectively, a "Taking"), shall rest with Seller. If, prior to the Closing Date, the Property is the subject of a Casualty or Taking, Seller shall give Buyer written notice thereof and Buyer shall have the option, exercisable on or before the Closing by written notice to Seller, to elect to either: (i) renegotiate any and all terms of this Agreement; (ii) accept title to the Property without any reduction of the Purchase Price, in which event, at the Closing, Seller shall assign to Buyer (and Seller shall deliver to Buyer any monies received by Seller) any insurance or condemnation proceeds payable to Seller or its successors or assigns by reason of such Casualty or Taking; or (iii) terminate this Agreement.

5. Default. If Buyer defaults under this Agreement, Seller shall have the right to terminate this Agreement by giving written notice thereof to Buyer. If Buyer fails to cure such default within thirty (30) days after notice of cancellation, then this Agreement will terminate, and upon such termination Seller may pursue any damages incurred. If Seller defaults under this Agreement, Buyer shall give Seller written notice of such default, and if Seller fails to cure such default within fifteen (15) days following such notice, Buyer shall have the option to elect to (i) terminate this Agreement, or (ii) pursue an action for specific performance of this Agreement and any damages available at law or in equity.

6. Taxes and Assessments. Real estate taxes and installments of special assessments for the year in which closing occurs shall be prorated between Buyer and Seller, based on the most current tax information available from the County Treasurer, as of the date of Closing.

7. Abstract. Seller shall furnish Buyer, at least 30 days prior to closing, a duly certified abstract of title to the Property. The Buyer shall have the abstract updated and then shall have 10 days after receiving the updated abstract to examine the abstract of title and within said period of time shall promptly notify Seller of all objections thereto in writing. If the title to the Property is unmarketable, the Seller shall have a period of 30 days within which to correct title thereto to the satisfaction of Buyer. If title of the Property is unmarketable and cannot be made marketable within said period of thirty (30) days or such further time as may be extended by Buyer, Buyer at its option shall be entitled to rescission of this Agreement.

8. Warranties. Seller conveys the Property, buildings and all personal property, if any, at the time of closing “as is” and “where is”. Buyer also acknowledges that it is taking the Property subject to all building and zoning laws, ordinances, restrictions relating to the use and improvements of premises, utility and drainage easements.

9. Closing Costs. As specifically agreed between the parties:

Seller agrees to pay the following costs and no other costs associated with the closing of this transaction:

- a. Cost of recording any instrument required to clear title including but not limited to satisfaction of prior liens and encumbrances; and
- b. Its own attorney’s fees.

Buyer agrees to pay the following costs and no other costs associated with the closing of this transaction:

- a. Cost of survey, if necessary;
- b. Cost of updating abstract of title;
- c. Cost of recording the Warranty Deed;
- d. Cost of preparing this Agreement and the Warranty Deed;
- e. Cost of obtaining a Title Opinion;
- f. Its own attorney’s fees; and
- g. Any closing fees.

Any closing cost not specifically enumerated herein shall be the responsibility of the party ordering such item or contracting therefor. In the event that Buyer requires title insurance, the cost thereof shall be entirely paid by Buyer with the exception of the furnishing of a continued abstract by Seller.

10. Notice. All notices given or required to be given under this Agreement shall be in writing and sent by U.S. Certified Mail, return receipt requested, postage prepaid, or by electronic mail, read receipt requested, to the following addresses: If to Buyer, notices shall be sent to City of Fargo – Engineering Department, Attn: Shawn Bullinger, 225 4th Street North, Fargo, ND 58102, and, if to Seller, notices shall be sent to 64th Avenue Development LLC, Attn: Don Dabbert, 5522

36th Street South, Fargo, ND 58104. Such notices shall be deemed delivered on the day which they were received.

11. Recordation of Purchase Agreement. Buyer shall have the right to record a copy of this Purchase Agreement or a memorandum of this Purchase Agreement against the Property.

12. Entire Agreement. This Agreement shall constitute the entire agreement between Seller and Buyer and supersedes any and all other written or oral agreements between Seller and Buyer. This Purchase Agreement may be modified only in writing signed by Seller and Buyer.

13. Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

14. Governing Law. This Agreement shall be governed by the laws of the State of North Dakota.

15. Additional Instruments and Further Assurances. The parties agree from time to time, upon written request, to execute and deliver such other instruments of transfer, assignment, and conveyance and to take such other action as either party may reasonably request to more effectively vest ownership of the Property in Buyer and to put Buyer in possession of all the Property. Both parties agree to, from time to time, execute and deliver to the other party such additional instruments and to take such additional actions as either party may reasonably request to evidence the covenants, agreements, and obligations of the parties hereunder.

16. Construction. Each party recognizes that this Agreement is a legally binding contract and acknowledges that it, he or she has had the opportunity to consult with legal counsel of choice. In any construction of the terms of this Agreement, the same shall not be construed against any party on the basis of that party being the drafter of such terms. Each party represents that they are an equal drafter of this Agreement and no ambiguity shall be construed against any party.

17. Counterparts. This Agreement may be executed in counterparts. In order to expedite the transaction contemplated herein, signatures sent by .PDF via e-mail may be used in place of original signatures on this Agreement or any other document or agreement in this transaction, other than those to be recorded in the public records. Seller and Buyer intend to be bound by the signatures on each .PDF document, are aware that the other party will rely on the .PDF signatures, and hereby waive any defenses to the enforcement of the terms of this Agreement or any other such document based on the form of signature.

18. Time. Time is of the essence of each provision of this Agreement and of all the conditions thereof.

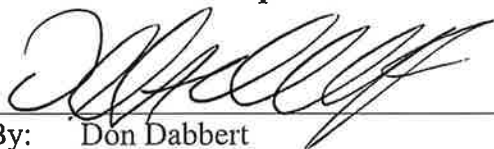
19. Partial Invalidity. If any portion of this Agreement shall be adjudged by a court to be void or unenforceable, such portion shall be deemed severed from this Agreement and shall in no way affect the validity or enforceability of the remaining portions of this Agreement, so long as the transaction contemplated hereby may be consummated in accordance with the surviving provisions.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

SELLER:

64th Avenue Development LLC

Date: 10-29-2015


By: Don Dabbert

Its: *managing member*

BUYER:

**City of Fargo, North Dakota
a municipal corporation**

Date: _____

By: Dr. Timothy J. Mahoney, M.D., Mayor

ATTEST:

Steven Sprague, City Auditor

9

October 27, 2025

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

**Re: Memorandum of Offer to Landowner
Temporary Easement – Project #QN-23-B**

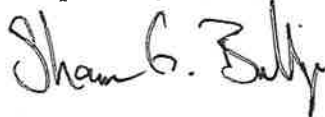
Dear Commissioners:

Enclosed and delivered to the City Commission office is an original Memorandum of Offer to Landowner document for the acquisition of a temporary easement in association with Project #QN-23-B. Final purchase price has been reached and at this time we are requesting authorization from the Commission to proceed with the purchase. All land acquisition procedures have been followed and the City Engineer's office recommends purchase.

RECOMMENDED MOTION: I/we hereby move to approve and authorize purchase of a temporary easement from **Forum Communications Company** in association with Project #QN-23-B and that the Mayor is instructed to execute the Memorandum of Offer to Landowner & Easement document on behalf of the City of Fargo.

Please return the signed originals.

Respectfully submitted,



Shawn G. Bullinger
Land Acquisition Specialist

C: Christine Goldader
Kasey McNary

MINIMUM PAYMENT POLICY
WAIVER AND ELECTION FORM

Project No. QN-23-B

Owner(s) Forum Communications Company

Legal Description: As found on Easement Document(s) provided.

A person whose real property is acquired may make a gift or donation of such property, or any part thereof, after being fully informed of the right to receive just compensation, or in appropriate circumstances an appraisal, for the acquisition of the property. A valuation has been completed and the Memorandum of Offer represents the value of the property interest being acquired.

An amount has been established which is believed to be just compensation. The Memorandum of Offer provides a written summary of the amount determined to be just compensation, and an offer to acquire the property interest for the full amount established.

On this form, you may elect to donate the property interest, receive the minimum payment, or receive the amount determined to be just compensation.

I/we, the undersigned, understand that we are entitled to receive just compensation for our property being acquired by the city of Fargo.

- ☐ I/we wish to donate the area, or a portion thereof, necessary for construction as shown on the easement map.
- ☐ I/we wish to receive the minimum payment described below:
 - ☐ Temporary construction easement only, minimum payment of \$300.
 - ☐ Permanent easement only, minimum payment of \$600.
 - ☐ Permanent easement & temporary easement, minimum payment of \$900.

☒ I/we wish to receive just compensation as stated in the Memorandum of Offer.

Any changes in the existing plans adverse to my property will make this agreement null and void.


Owner Name

10/27/05
Date

Owner Name

Date

MEMORANDUM OF OFFER TO LANDOWNER

City of Fargo, Engineering Department

Project QN-23-B	County Cass	Parcel(s) 01-3680-00010-000
Landowner Forum Communications Company		
Mailing Address 101 5 ST N Fargo, ND 58102		

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

See attached exhibit(s).

I, as right of way agent for the City of Fargo, Engineering Department, am hereby authorized to offer the following amount of \$ 6,430.00 as full compensation for the fee and/or temporary taking of the foresaid parcels and all damages incidental thereto. The offer set forth has been established through one of the following, Basic Data Book, Certified Appraisal, City of Fargo Minimum Payment Policy. A breakdown of this offer is as follows:

Land	\$	
Easement and Access Control	\$	6,430.00
Improvements on Right of Way*	\$	
Damages to Remainder	\$	
Total Offer	\$	6,430.00

*Description of Damages to Remainder are as follows:



Owner Signature

Signature hereby constitutes acceptance of offer as presented above.

Shawn G. Bullinger

Land Acquisition Specialist, City of Fargo

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



Timothy J. Mahoney

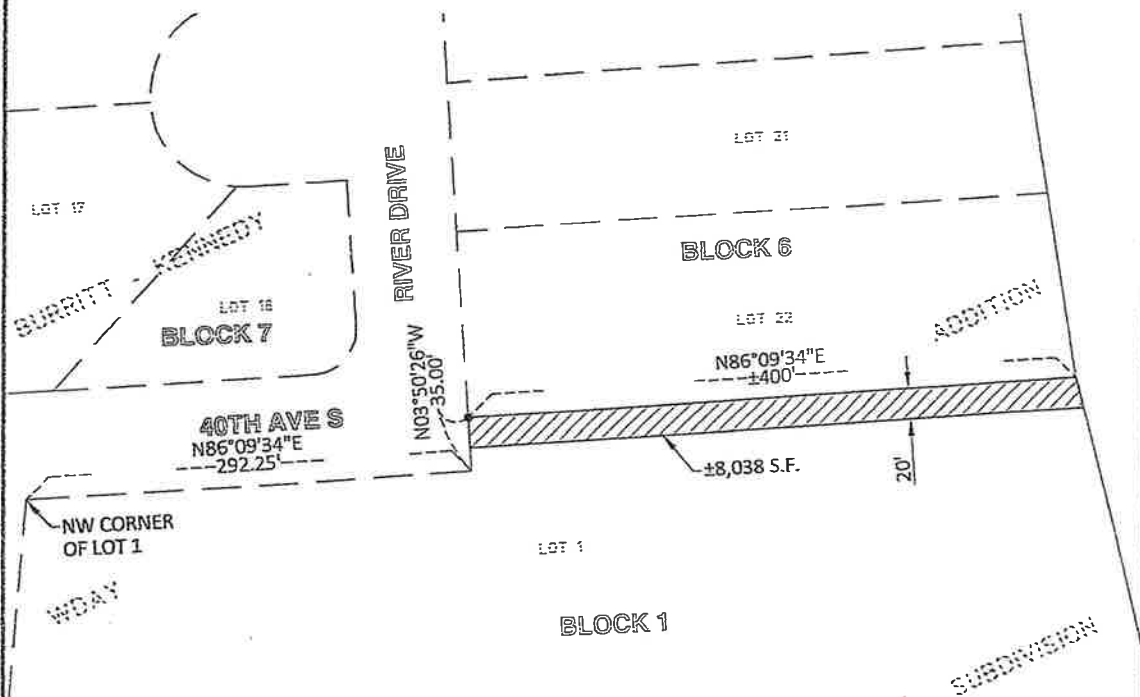
MAYOR

SIGNATURE

DATE

PART OF LOT 1, BLOCK 1
WDAY SUBDIVISION
CITY OF FARGO, CASS COUNTY
STATE OF NORTH DAKOTA

EXHIBIT A



Description - (Temporary Easement):

That part of Lot 1, Block 1, WDAY Subdivision, in the City of Fargo, Cass County, North Dakota, described as follows:

A strip of land 20.00 feet wide, lying southerly of and being coincident with the following described line:

Commencing at the northwest corner of said Lot 1; thence North 86°09'34" East, along the northerly line of said Lot 1, for a distance of 292.25 feet to an angle point on the northerly line of said Lot 1; thence North 03°50'26" West, along the northerly line of said Lot 1, for a distance of 35.00 feet to an angle point on the northerly line of said Lot 1, and the true point of beginning of the line to be described; thence North 86°09'34" East, along the northerly line of said Lot 1, for a distance of 400 feet, more or less, to the ordinary low water line along the westerly bank of the Red River of the North, said line there terminating. Said strip shall be lengthened or shortened as necessary to intersect the northerly line of said Lot 1, which bears South 03°50'26" East from the true point of beginning on the west and to intersect to the ordinary low water line along the westerly bank of said Red River of the North on the east.

Said tract contains 8,038 square feet, more or less.



Scale: 1"= 100'

IRON MONUMENT FOUND
MEASURED BEARING
MEASURED DISTANCE
TEMPORARY EASEMENT

S59°27'46"E
105.00'
////////////////////

NOTE: BEARINGS SHOWN ARE
BASED ON THE CITY OF
FARGO GROUND COORDINATE
SYSTEM, DECEMBER 1992.



EASEMENT EXHIBIT

PROJECT NO. 6019-0141	PART OF LOT 1, BLOCK 1 WDAY SUBDIVISION, CITY OF FARGO, CASS CO., ND	SHEET 1 OF 1
--------------------------	---	-----------------

H:\JUN\6000\6019\0141\CAD\6019-0141 Temporary Easement Exhibit.dwg-Sheet 1-10/20/2025 2:27 PM-[dbudholtz]

EASEMENT
(Temporary Construction Easement)

KNOW ALL MEN BY THESE PRESENTS that **FORUM COMMUNICATIONS COMPANY**, a North Dakota corporation successor by merger to WDAY, Inc., whose address is 101 N 5th Street, Fargo, ND 58102, hereinafter referred to as “Grantor”, for and in consideration of the sum of One and no/100 Dollars (\$1.00) and other valuable consideration, to it in hand paid the receipt whereof is hereby acknowledged, **HEREBY GRANTS UNTO THE CITY OF FARGO, CASS COUNTY, NORTH DAKOTA**, a municipal corporation, its successors and assigns, hereinafter referred to as “Grantee”, temporary construction easements under, over, upon and in the lands hereinafter described for the purpose of storage of materials and job site layout for construction, together with the customary appurtenances, said tract being described as follows:

That part of Lot 1, Block 1, WDAY Subdivision, in the City of Fargo, Cass County, North Dakota, described as follows:

A strip of land 20.00 feet wide, lying southerly of and being coincident with the following described line:

Commencing at the northwest corner of said Lot 1; thence North 86°09'34" East, along the northerly line of said Lot 1, for a distance of 292.25 feet to an angle point on the northerly line of said Lot 1; thence North 03°50'26" West, along the northerly line of said Lot 1, for a distance of 35.00 feet to an angle point on the northerly line of said Lot 1, and the true point of beginning of the line to be described; thence North 86°09'34" East, along the northerly line of said Lot 1, for a distance of 400 feet, more or less, to the ordinary low water line along the westerly bank of the Red River of the

North, said line there terminating. Said strip shall be lengthened or shortened as necessary to intersect the northerly line of said Lot 1, which bears South 03°50'26" East from the true point of beginning on the west and to intersect to the ordinary low water line along the westerly bank of said Red River of the North on the east.

Said tract contains 8,038 square feet, more or less.

The easement area is pictorially represented on the attached Exhibit A.

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

Grantor, its successors and assigns, further agree that they will not disturb, injure, molest or in any manner interfere with said parcels to be used for storage of materials and job site layout during the construction phase of said project, and Grantor expressly warrants and states that no buildings, trees, shrubs or other obstacles of any kind shall be placed or located upon the parcels so as to interfere in any manner with the said parcels during the construction phase. Grantee, at its own expense, shall leave the premises in as good condition as they were prior to the time construction activities began.

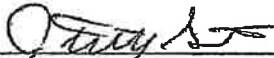
This Easement shall begin on March 1, 2027 and shall terminate on November 30, 2028.

[Signature pages to follow]

IN WITNESS WHEREOF, Grantor has set his hand and caused this instrument to be executed this 27 day of October, 2025.

GRANTOR:

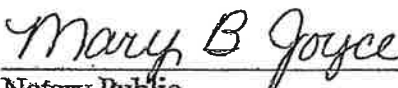
Forum Communications Company

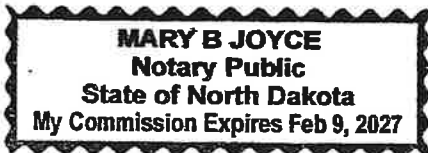

By: J. Timothy Sticha
Its: CFO

STATE OF NORTH DAKOTA)
)
COUNTY OF CASS)

On this 27 day of October, 2025, before me a notary public in and for said county and state, personally appeared J. Timothy Sticha, known to me to be the CFO of Forum Communications Company, the Grantor described in and that he executed the within and foregoing instrument, and acknowledged to me that said Grantor executed the same.

(SEAL)


Notary Public
My Commission Expires: February 9, 2027



GRANTEE:

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

Timothy J. Mahoney, Mayor

ATTEST:

Steve Sprague, City Auditor

STATE OF NORTH DAKOTA)
)
COUNTY OF CASS)

On this _____ day of _____, 2025, before me a notary public in and for said county and state, personally appeared Timothy J. Mahoney and Steve Sprague, known to me to be the Mayor and City Auditor, respectively, of the city of Fargo, the Grantee described in and that executed the within and foregoing instrument, and acknowledged to me that said Grantee executed the same.

(SEAL)

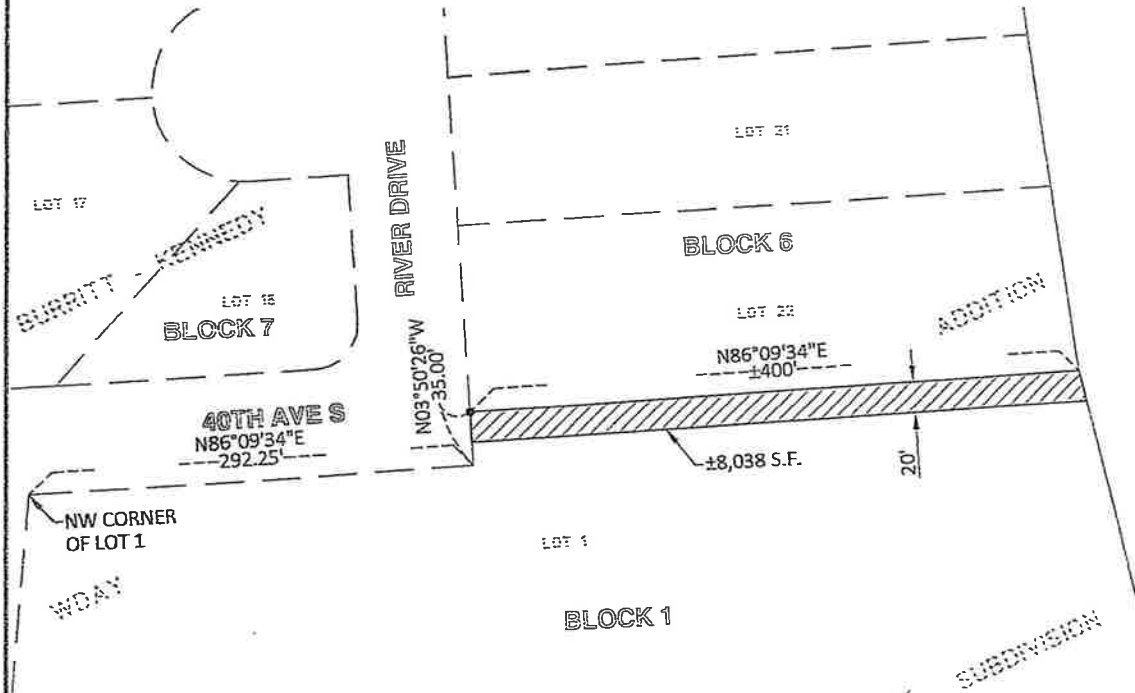
Notary Public
My Commission Expires:

The legal description was prepared by:
James A. Schlieman (LS-6086)
Professional Land Surveyor
Houston Engineering
1401 21st Ave N
Fargo ND 58102
(701) 237-5065

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

**PART OF LOT 1, BLOCK 1
WDAY SUBDIVISION
CITY OF FARGO, CASS COUNTY
STATE OF NORTH DAKOTA**

EXHIBIT A



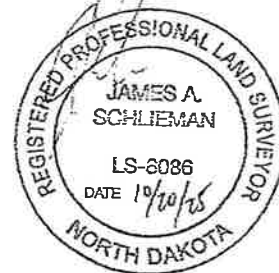
Description - (Temporary Easement):

That part of Lot 1, Block 1, WDAY Subdivision, in the City of Fargo, Cass County, North Dakota, described as follows:

A strip of land 20.00 feet wide, lying southerly of and being coincident with the following described line:

Commencing at the northwest corner of said Lot 1; thence North 86°09'34" East, along the northerly line of said Lot 1, for a distance of 292.25 feet to an angle point on the northerly line of said Lot 1; thence North 03°50'26" West, along the northerly line of said Lot 1, for a distance of 35.00 feet to an angle point on the northerly line of said Lot 1, and the true point of beginning of the line to be described; thence North 86°09'34" East, along the northerly line of said Lot 1, for a distance of 400 feet, more or less, to the ordinary low water line along the westerly bank of the Red River of the North, said line there terminating. Said strip shall be lengthened or shortened as necessary to intersect the northerly line of said Lot 1, which bears South 03°50'26" East from the true point of beginning on the west and to intersect to the ordinary low water line along the westerly bank of said Red River of the North on the east.

Said tract contains 8,038 square feet, more or less.



Scale: 1"= 100'

IRON MONUMENT FOUND
MEASURED BEARING
MEASURED DISTANCE
TEMPORARY EASEMENT

S59°27'46"E
105.00'

NOTE: BEARINGS SHOWN ARE
BASED ON THE CITY OF
FARGO GROUND COORDINATE
SYSTEM, DECEMBER 1992.



EASEMENT EXHIBIT

PROJECT NO.
6019-0141

PART OF LOT 1, BLOCK 1
WDAY SUBDIVISION, CITY OF FARGO, CASS CO., ND

SHEET
1 OF 1

PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

10

Type: 2027 to 2030 Federal Aid Transportation
Project Applications

Location: Citywide

Date of Hearing: 11/3/2025

<u>Routing</u>	<u>Date</u>
City Commission	11/10/2025
PWPEC File	X
Project File	<u>Jeremy Gorden</u>

The Committee reviewed a communication from Transportation Division Engineer, Jeremy Gorden, regarding recommendations for project applications for the NDDOT Highway Safety Program, Urban Grant Program, and Urban Regional Highway Program for the year 2030. Metro COG is seeking our recommendations of the Surface Transportation Block Grant Program, the Transportation Alternatives Program, and the Carbon Reduction Program. Our recommendations are as follows:

Highway Safety (HSIP)

Improving left turn sight lines at three signalized intersections: 45th Street at 9th Avenue S and 15th Avenue S, and 25th Street at 13th Avenue S.

Construction of New Shared Use Path on north side of 13th Avenue S from 34th Street/Fiechtner Drive to 38th Street (we are also applying for this project using Transportation Alternatives funds).

Short-term technology safety improvements on the one-way pairs of 10th Street and University Drive.

Urban Grant Program (UGP)

No projects identified.

Urban Regional Highway Program (RHS)

University Drive South – 13th Avenue S to 18th Avenue S
University Drive North – 12th Avenue N to 19th Avenue N
University Drive North – 1st Avenue N to 12th Avenue N
52nd Avenue S – Timber Parkway to University Drive
19th Avenue N – Dakota Drive to 18th Street

For US and State Routes in town

Full reconstruction
Full reconstruction
Full reconstruction
Concrete Pavement Rehab
Full reconstruction

Surface Transportation Block Grant Program (STBG)

17th Avenue S – 25th Street to 38th Street

\$10.5M available in 2030

Full reconstruction

Transportation Alternatives Program (TA)

\$890,000 available in 2030

Low Level pedestrian/bicycle box culvert crossing within Drain 53 near 58th Avenue S

Construction of New Shared Use Path on north side of 13th Avenue S from 34th Street/Fiechtner Drive to 38th Street (we are also applying for this project using HSIP funds).

Carbon Reduction Program (CRP)*

University Drive at 24th/25th Ave S

Intersection pedestrian safety improvements

19th Ave N Shared Use Path – I-29 East Ramp to Dakota Dr

New path with RR underpass

* This program is included in current Highway Bill, may not continue past end of 2026

Safety Enhancement Projects at Rail/Highway at-grade crossings (Rail Safety)

New crossing surface on 4th Street near Main Avenue on the KO Rail Subdivision

New crossing surface on the 7th Avenue N near 14th Street on the Hillboro/Prosper Rail Subdivision

On a motion by Steve Sprague, seconded by Tim Mahoney, the Committee voted to recommend approval of the Project Submittal List as shown above and direct staff to prepare the necessary State and Federal Grant Applications for Metro COG and NDDOT consideration.

RECOMMENDED MOTION

Approve the Project Submittal List as shown above and direct staff to prepare the necessary State and Federal grant applications for Metro COG review.

PROJECT FINANCING INFORMATION:

Recommended source of funding for project: N/A

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

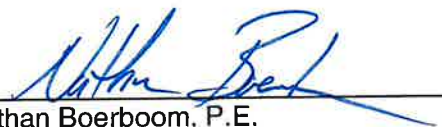
Yes	No
<u>N/A</u>	<u>N/A</u>
<u>N/A</u>	<u>N/A</u>
<u>N/A</u>	<u>N/A</u>

COMMITTEE

Tim Mahoney, Mayor
 Nicole Crutchfield, Director of Planning
 Gary Lorenz, Fire Chief
 Brenda Derrig, Assistant City Administrator
 Ben Dow, Director of Operations
 Steve Sprague, City Auditor
 Tom Knakmuhs, City Engineer
 Susan Thompson, Finance Director

Present	Yes	No	Unanimous
☒	☒	☐	☒
☒	☒	☐	
☒	☒	☐	
☒	☒	☐	
☐	☐	☐	
☒	☒	☐	
☒	☒	☐	Nathan Boerboom
☒	☒	☐	

ATTEST:


 Nathan Boerboom, P.E.
 Assistant City Engineer

Memorandum

To: Members of PWPEC

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

Date: September 10, 2025

Re: Recommendations for Federal Aid Transportation Project Applications Years 2027 - 2030

Background:

The NDDOT is currently soliciting project applications for their Highway Safety Program, Urban Grant Program, and Urban Regional Highway Program for the year 2030. MetroCOG technical staff is seeking our recommendations of the Surface Transportation Block Grant program, the Transportation Alternatives Program, and the Carbon Reduction Program. Our recommendations are as follows:

Highway Safety (HSIP)

Improving left turn sight lines at three signalized intersections: 45th Street at 9th Avenue S and 15th Avenue S, and 25th Street at 13th Avenue S.

Construction of New Shared Use Path on north side of 13th Avenue S from 34th Street/Fiechtner Drive to 38th Street.

(We are also applying for this project using Transportation Alternatives funds.)

Urban Grant Program (UGP)

No projects identified.

Urban Regional Highway Program (RHS)

For US and State Routes in town

University Drive South – 13 th Avenue S to 18 th Avenue S	Full reconstruction
University Drive North – 12 th Avenue N to 19 th Avenue N	Full reconstruction
University Drive North – 1 st Avenue N to 12 th Avenue N	Full reconstruction
52 nd Avenue S – Timber Parkway to University Drive	Concrete Pavement Rehab
19 th Avenue N – Dakota Drive to 18 th Street	Full reconstruction

Surface Transportation Block Grant Program (STBG)

\$10.5M available in 2030

17 th Avenue S – 25 th Street to 38 th Street	Full reconstruction
--	---------------------

Transportation Alternatives Program (TA)

\$890,000 available in 2030

Low Level pedestrian/bicycle box culvert crossing within Drain 53 near 58th Avenue S

Construction of New Shared Use Path on north side of 13th Avenue S from 34th Street/Fiechtner Drive to 38th Street.

(We are also applying for this project using HSIP funds.)

Carbon Reduction Program (CRP)*

University Drive at 24th/25th Ave S

Intersection pedestrian safety improvements

19th Avenue N Shared Use Path – I-29 East Ramp to Dakota Drive New path with RR underpass

* This program is included in current Highway Bill, may not continue past end of 2026

Safety Enhancement Projects at Rail/Highway at-grade crossings (Rail Safety)

New crossing surface on 4th Street near Main Avenue on the KO Rail Subdivision

New crossing surface on the 7th Avenue N near 14th Street on the Hillboro/Prosper Rail Subdivision

Please refer to the attached maps and spreadsheet. I look forward to a good discussion on these projects.

Recommended Motion:

To approve the 'Project Submittal List' as shown and direct staff to prepare necessary State and Federal Grant Applications for both Metro COG and NDDOT consideration.

JMG/klb
Attachments

Project Location Maps

Highway Safety Program

Improving left turn sight lines at three signalized intersections: 45th Street at 9th Avenue S and at 15th Avenue S, and 25th Street at 13th Avenue S.



13th Avenue S & 25th Street



New Shared Use Path – 34th Street to 38th Street



Regional Highway System

S University Drive – 13th to 18th Avenue S



University Drive N – 12th to 19th Avenue N



University Drive N – 1st to 12th Avenue N



52nd Avenue S – Timber Parkway to University Drive



19th Avenue N – Dakota Drive to 18th Street



STBG

17th Avenue S – 25th to 38th Street



Transportation Alternative Program

Low Level Ped Box Culvert Crossing – Drain 53 & 58th Avenue S



New Shared Use Path – 34th Street to 38th Street



Carbon Reduction Program (If available in new Highway Bill)

24th/25th Avenue S at University Drive



19th Avenue N Shared Use Path – I-29 East Ramp to Dakota Drive (under BNSF RR)



Safety Enhancement Projects at Rail/Highway at-grade crossings (Rail Safety)
New crossing surface on 4th Street near Main Avenue on the KO Rail Subdivision



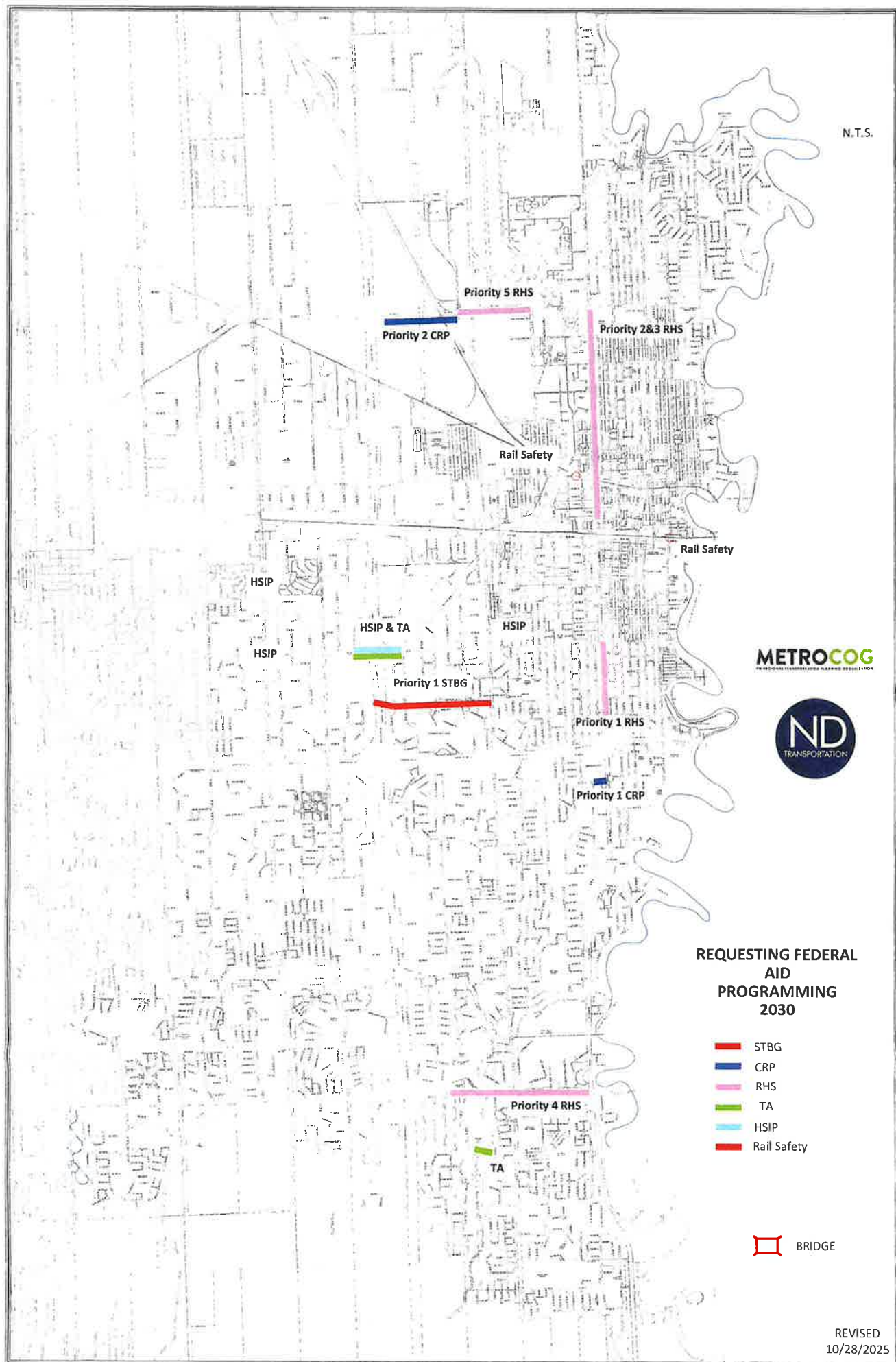
New crossing surface on the 7th Avenue N near 14th Street on the Hillboro/Prosper Rail Subdivision



PROJECT SUBMITTAL LIST										
Entity: City of Fargo		Contact Person: Jeremy Gorden								
Date: October 27, 2025		Phone Number: 241-1529								
					PROJECT CONSTRUCTION COST					
FISCAL YEAR	FUNDING CATEGORY ⁽¹⁾	FUNCTIONAL CLASSIFICATION ⁽²⁾	INVESTMENT STRATEGY ⁽³⁾	RECOMMENDED AS PART OF A STUDY?	PROJECT LOCATION	TOTAL	FEDERAL	STATE	LOCAL - Participating	Local - NON-PARTICIPATING (water & sewer)
2030	HSIP	Arterial	Minor Rehab	Yes	Remove negative left turn offsets at 3 intersections: 13th Ave S & 25th St, 45th Street at 9th Ave S and at 15th Ave S	\$ 1,500,000	\$ 1,213,950	\$ -	\$ 286,050	\$ -
2030	HSIP	Arterial	New Construction	No	Construct new sidewalk on north side of 13th Avenue S between 34th Street and 38th Street	\$ 916,603	\$ 741,807		\$ 174,796	
2030	Urban Regional	Major Arterial	Recon	Yes	University Drive S - 13th Ave S to 18th Ave S	\$ 36,514,599	\$ 23,086,191	\$ 2,852,612	\$ 2,587,319	\$ 7,988,476
2030	Urban Regional	Major Arterial	Recon	Yes	University Drive N - 12th Ave N to 19th Ave N	\$ 23,182,589	\$ 13,205,328	\$ 1,631,697	\$ 1,479,950	\$ 6,865,614
2030	Urban Regional	Major Arterial	Recon	Yes	University Drive N - 1st Ave N to 12th Ave N	\$ 20,112,157	\$ 13,620,990	\$ 1,683,058	\$ 1,526,534	\$ 3,281,576
2030	Urban Regional	Major Arterial	CPR	No	52nd Ave S - I-29 to University Drive	\$ 11,727,871	\$ 9,491,366	\$ 1,172,787	\$ 1,063,718	\$ -
2030	Urban Regional	Major Arterial	Recon	Yes	19th Ave N - Dakota Drive to 18th Street	\$ 17,151,752	\$ 11,181,892	\$ 1,381,675	\$ 1,253,179	\$ 3,335,007
2030	STBG	Collector	Recon	Yes	17th Ave S - 25th St to 38th St	\$ 19,705,105	\$ 13,031,401	\$ -	\$ 3,070,664	\$ 3,603,041
2031	STBG	Collector	Recon	Yes	17th Ave S - 38th St to 42nd St*	\$ 12,477,700	\$ 8,470,506	\$ -	\$ 1,995,954	\$ 2,011,241
* denotes illustrative project for future										
2030	TAP	Arterial	New	No	Construct new sidewalk on north side of 13th Avenue S between 34th Street and 38th Street	\$ 630,000	\$ 509,859		\$ 120,141	
2030	TAP	NA	New	Yes	Low Level Pedestrian/Bicycle Crossing - Drain 53	\$ 1,084,977	\$ 878,072		\$ 206,905	
2030	Carbon Reduction	Collector	Minor Rehab	Yes	Pedestrian Safety Project - University Drive at 25th Ave S	\$ 1,250,000	\$ 1,000,000	\$ -	\$ 250,000	\$ -
2030	Carbon Reduction	Arterial	New	Yes	Shared Use Path - 19th Ave N - I-29 to Dakota Drive	\$ 2,700,000	\$ 2,185,110	\$ 270,000	\$ 244,890	\$ -
2026	Rail/Hwy Safety	Collector	Minor Rehab	No	New Crossing Surface - 4th Street near Main Ave on KO subdivision	\$ 250,000	\$ 200,000	\$ -	\$ 50,000	\$ -
2026	Rail/Hwy Safety	Mixed Use Arterial	Minor Rehab	No	New Crossing Surface - 7th Avenue N near 14th Street on Hillboro/Prosper subdivision	\$ 200,000	\$ 160,000		\$ 40,000	

Notes

- Description
- (1) PR = Primary Regional, SecR = Secondary Regional, URP = Urban Roads Program, TA = Transportation Alternatives, INT = Interstate, BRI = Bridge
- (2) Interstate, Principal Arterial, Minor Arterial, Collector
- (3) PM = Preventive Maintenance, MiR = Minor Rehabilitation, SI = Structural Improvement, MaR = Major Rehabilitation, N/R = New/Reconstruction
- (4) Brief description of the project (Ex: Thin Lift Overlay, Mill and Overlay, Concrete Pavement Repair, etc.)



PUBLIC WORKS PROJECTS EVALUATION COMMITTEE



Type: Maintenance Certification for Urban
Federal Aid Projects for NDDOT

Location: Citywide

Hearing: 11/3/2025

Routing

City Commission
PWPEC File
Project File

Date

11/10/2025

X

Jeremy Gorden

The Committee reviewed the Maintenance Certification for Urban Federal Aid Projects submitted by Division Engineer, Jeremy Gorden. NDDOT requires that Cities maintain, in appropriate condition, any street project funded in total or in part by FHWA funds. The NDDOT sends this certificate out annually for local governments to approve.

Staff recommends approval of the Maintenance Certification.

On a motion by Nathan Boerboom, seconded by Tim Mahoney, the Committee voted to recommend approval of the Maintenance Certification for Urban Federal Aid Projects for NDDOT and return it signed to them by December 19, 2025.

RECOMMENDED MOTION

Concur with PWPEC recommendation and approve the Maintenance Certification for Urban Federal Aid Projects for NDDOT.

PROJECT FINANCING INFORMATION:

Recommended source of funding for project: N/A

Yes No

Developer meets City policy for payment of delinquent specials

N/A

Agreement for payment of specials required of developer

N/A

Letter of Credit required (per policy approved 5-28-13)

N/A

COMMITTEE

Present	Yes	No	Unanimous
			☒
☒	☒	☐	
☒	☒	☐	
☒	☒	☐	
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☒	☒	☐	
☒	☒	☐	Nathan Boerboom

Tim Mahoney, Mayor

Nicole Crutchfield, Director of Planning

Gary Lorenz, Fire Chief

Brenda Derrig, Assistant City Administrator

Ben Dow, Director of Operations

Steve Sprague, City Auditor

Tom Knakmuhs, City Engineer

Susan Thompson, Finance Director

ATTEST:

C: Kristi Olson


Nathan Boerboom, P.E.
Assistant City Engineer

Memorandum

To: Members of PWPEC
From: Jeremy M. Gorden, PE, PTOE
Division Engineer – Transportation
Date: October 29, 2025
Re: Maintenance Certification for Urban Federal Aid Projects for NDDOT

I have attached a **Maintenance Certification** for all of our completed Urban Federal Aid Projects that we received recently from the Local Government Division of the NDDOT. The NDDOT requires that City's maintain, in appropriate condition, any street project funded in total or in part by FHWA funds. Maintenance requirements are spelled out in the project specific Cost Participation and Maintenance Agreement. The NDDOT sends this certificate our annually for local governments to approve.

Recommended Motion:

Approve this Maintenance Certification for the NDDOT and return it signed to them by December 19, 2025.

Attachment

MEMO TO: City Engineer

FROM: Derek Pfeifer, Local Government Engineer *DDP*

DATE: October 29, 2025

SUBJECT: Maintenance Certification

Enclosed is the annual Maintenance Certification for urban federal aid projects for you to sign and return to my office by **December 19, 2025**. This certification states that your city is properly maintaining the projects that had federal aid for construction.

Also, enclosed is a **sample** "Cost Participation, Construction, and Maintenance Agreement" similar to one you have signed for each federal aid construction project (See pages 3 and 4). This does *not* need to be returned as it is for your information only.

If you have any questions, please call me at 701-328-4408.

38/sh/ss
Enclosures

MAINTENANCE CERTIFICATION
URBAN FEDERAL AID PROJECT

North Dakota Department of Transportation, Local Government
SFN 51027 (8-2017)

All federal aid street projects have been inspected and are being maintained in a good and safe condition for general public use. Maintenance is in accordance with the North Dakota Department of Transportation "Cost Participation and Maintenance Agreements".

Approved as to form:

City Attorney (Type or print)
Signature

City of
Date

City Auditor (Type or print)
Signature

Mayor or President City Commission (Type or print)
Signature

Recommended for approval

City Engineer (Type or print) Tom Kuakumohs
Signature T-ICEE

PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

(12)

Project No.: BN-26-B1

Type: Rescission of Existing Maintenance Agreement, New Maintenance Agreements and Infrastructure Request & CIP Revision

Location: EOLA & EOLA 2nd Addition

Date of Hearing: 9/22/2025

Routing

City Commission

PWPEC File

Project File

Date11/10/2025XNathan Boerboom

The Committee reviewed a communication from Assistant City Engineer, Nathan Boerboom, regarding new agreements related to public right of way, public infrastructure and private stormwater facilities for Lot 1, Block 1 and Lot 2, Block 1 of EOLA Addition; Lot 2, Block 1 of EOLA Second Addition; and Lots 1–8, Block 1. These agreements are necessary to support the replatting of portions of EOLA Second Addition into the proposed J&O 45th Street Apartments Addition.

The new agreements will replace the existing Maintenance Agreement (and its first amendment) that were created for the previous development concept.

Key changes within the new Maintenance Agreements include right of way dedications and cul-de-sacs, snow removal, landscaping, stormwater facilities and water main connection.

On a motion by Ben Dow, seconded by Brenda Derrig, the Committee voted to recommend approval the Rescission of the existing Maintenance Agreement and its Amendment, the New Maintenance Agreements and the addition of Project No. BN-26-B1 to the 2026 Capital Improvements Plan (CIP).

RECOMMENDED MOTION

Concur with the recommendations of PWPEC and approve the Rescission of the existing Maintenance Agreement and its Amendment, the Maintenance Agreement with J&O Real Estate, LLC for Lot 1, Block 1 of EOLA Addition, the Maintenance Agreement with the Christopher H. Crowe Revocable Trust for Lot 2, Block 1 of EOLA Addition, the Maintenance Agreement with Makt, LLC for Lot 2, Block 1 of EOLA Second Addition, the Maintenance Agreement with J&O Real Estate, LLC for Lots 1-8, Block 1 of J&O 45th Street Apartments Addition, and the addition of Project No. BN-26-B1 to the 2026 Capital Improvements Plan (CIP).

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

☒

Tim Mahoney, Mayor

☐☐☐

Nicole Crutchfield, Director of Planning

☒☒☐

Gary Lorenz, Fire Chief

☒☒☐

Brenda Derrig, Assistant City Administrator

☒☒☐

Ben Dow, Director of Operations

☒☒☐

Steve Sprague, City Auditor

☒☒☐

Tom Knakmuhs, City Engineer

☒☒☐

Susan Thompson, Finance Director

☒☒☐

ATTEST:

C: Kristi Olson


 Tom Knakmuhs, P.E.
 City Engineer

Memorandum

To: Members of PWPEC
From: Nathan Boerboom, Assistant City Engineer
Date: September 16, 2025
Re: Project No. BN-26-B1 - Maintenance Agreements & Infrastructure Request
J&O 45th Street Apartments Addition, EOLA Addition & EOLA Second Addition

Background:

The property owners of Lot 1, Block 1 and Lot 2, Block 1 of EOLA Addition; Lot 2, Block 1 of EOLA Second Addition; and Lots 1–8, Block 1 of J&O 45th Street Apartments Addition have worked with City staff to create new agreements related to public right-of-way, public infrastructure, and private stormwater facilities. These agreements are necessary to support the replatting of portions of EOLA Second Addition into the proposed J&O 45th Street Apartments Addition.

The new agreements will replace the existing Maintenance Agreement (and its first amendment) that were created for the previous development concept associated with the EOLA and EOLA Second Additions.

Key changes within the new Maintenance Agreements include:

- Right of Way Dedications and Cul-de-sacs
 - Dedication of additional right of way on 24th Avenue South and 26th Avenue South to support the construction of cul-de-sacs at the end of each roadway. These cul-de-sacs will be owned and maintained by the City.
 - Property owners have submitted an infrastructure request for the City to design, construct, and special assess all costs associated with the two cul-de-sacs.
 - The revised agreements include the property owners waiving their right to protest the special assessments associated with these improvements.
- Snow Removal
 - The City will plow the driving lanes and cul-de-sacs on 24th Avenue South and 26th Avenue South.
 - The City will not plow diagonal parking spaces on 24th Avenue South. Snow plowing of these diagonal spaces will be the responsibility of the property owners.
 - Any necessary snow removal from 24th Avenue South and 26th Avenue South shall be the responsibility of the property owners.
- Landscaping
 - Maintenance of the landscaping beds within the public right of way will be the responsibility of the property owners.

- Stormwater Facilities
 - Existing and proposed stormwater facilities will be privately owned and maintained by the property owners.
- Watermain Connection
 - Property owners will construct, operate, and maintain a private watermain connection to the City's watermain within 24th Avenue South and 26th Avenue South, creating a looped watermain.

A map highlighting key changes within the new agreements is included with this Memorandum.

Attached to this Memorandum are the four new Maintenance Agreements, the Rescission Agreement for the existing Maintenance Agreement (and first amendment), and the Infrastructure Request for the cul-de-sac installation on 24th Avenue South and 26th Avenue South.

Recommended Motion:

Approve the Rescission of the existing Maintenance Agreement (dated April 5, 2021) and its Amendment (dated June 28, 2021); the Maintenance Agreement with J&O Real Estate, LLC for Lot 1, Block 1 of EOLA Addition; the Maintenance Agreement with the Christopher H. Crowe Revocable Trust for Lot 2, Block 1 of EOLA Addition; the Maintenance Agreement with Makt, LLC for Lot 2, Block 1 of EOLA Second Addition; the Maintenance Agreement with J&O Real Estate, LLC for Lots 1-8, Block 1 of J&O 45th Street Apartments Addition; and direct staff to add Project No. BN-26-B1 to the proposed 2026 Capital Improvements Plan (CIP).

NAB/klb
Attachments

RESCISSION OF MAINTENANCE AGREEMENT

This Rescission of Maintenance Agreement ("Rescission") is made and entered into this _____ day of _____ 2025, by and between **J & O Real Estate, LLC**, a North Dakota limited liability company, 73 Broadway, Fargo, North Dakota 58102, **Makt, LLC**, a North Dakota limited liability company, 4402 2nd Avenue South, Suite 12, Fargo, North Dakota 58103, and **Christopher H. Crowe, as Trustee of the Christopher H. Crowe Revocable Trust, dated the 12th day of October, 2015**, 465 Alyssa Lane, The Villages, Florida, 32163-5929 ("Property Owners"), and **THE CITY OF FARGO, NORTH DAKOTA**, a municipal corporation, 225 4th Street North, Fargo, North Dakota 58102 ("City").

Recitals

1. The Property Owners are each the successor owners of a portion of the real property previously owned by EOLA Landholdings, LLC, a North Dakota limited liability company, 400 10th Street Southeast, Minot, North Dakota 58701-4908, previously described as:

EOLA Addition, part of the Northwest Quarter of Section 22, Township 139 North, Range 49 West of the Fifth Principal Meridian, to City of Fargo, County of Cass, State of North Dakota.

2. J & O Real Estate, LLC, is the current owner of the following presently described real property:

Lots 1-8, Block 1, J & O 45th Street Apartments Addition, to the City of Fargo, Cass County, North Dakota

AND

Lot 1, Block 1, EOLA Addition, to the City of Fargo, Cass County, North Dakota.

3. Makt, LLC, is the current owner of the following described real property:

Lot 2, Block 1, EOLA Second Addition, to the City of Fargo, Cass County, North Dakota.

4. Christopher H. Crowe, as Trustee of the Christopher H. Crowe Revocable Trust, dated the 12th day of October, 2015, is the current owner of the following described real property:

Lot 2, Block 1, EOLA Addition, to the City of Fargo, Cass County,
North Dakota.

5. On or about April 5, 2021, the predecessor owner, EOLA Landholdings, LLC, entered into a Maintenance Agreement ("Maintenance Agreement") with the City, which was recorded as Document No. 1639829 on July 22, 2021.

6. On or about June 28, 2021, the predecessor owner, EOLA Landholdings, LLC, entered into an Amendment (First) to Maintenance Agreement ("Amendment") with the City, which was recorded as Document No. 1639828 on July 22, 2021.

7. Subsequent to recording of the Maintenance Agreement and Amendment, the Property Owners became the successor owners of the real property subject to the Maintenance Agreement and Amendment.

8. The City and the Property Owners, as the successor owners in interest, now hereby desire to rescind the Maintenance Agreement and Amendment.

NOW, THEREFORE, in consideration of the forgoing, the terms and conditions herein, and for other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. The Maintenance Agreement dated April 5, 2021 and recorded in Cass County, North Dakota as Document No. 1639829 on July 22, 2021, is hereby revoked, rescinded, and null and void effective the date of execution of this Rescission.

2. The Amendment dated June 28, 2021 and recorded in Cass County, North Dakota as Document No. 1639828 on July 22, 2021, is hereby revoked, rescinded, and null and void effective the date of execution of this Rescission.

3. This Agreement may be recorded by any of the parties.

IN WITNESS HEREOF, the parties have executed this instrument and have caused their hands and seals to be affixed hereto the day and year written below.

[The remainder of this page left blank.]

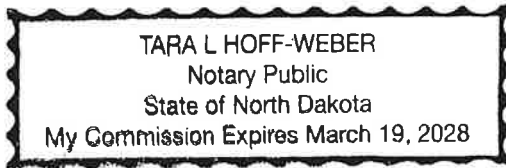
J & O Real Estate, LLC

By: _____

Brent C. Olson, Secretary/Treasurer

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

On this 19th day of September, 2025, before me, a notary public in and for said county and state, personally appeared Brent C. Olson, the Secretary/Treasurer of J & O Real Estate, LLC, the person described in and that executed the within and foregoing instrument, and acknowledged to me that said person executed the same.



(SEAL)

Tara L. Hoff-Weber
Notary Public
Cass County, ND
My Commission expires:

Owner:

Makt, LLC

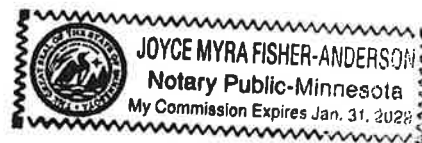
By: Steeplechase Advisors, LLC
("Steeplechase"), solely in its capacity as
Receiver under that certain *Stipulated Order
Appointing Receiver* (the "**Order**") entered by
the District Court for Cass County, East Central
Judicial District, State of North Dakota (the
"**Court**") on April 29, 2025, in the civil action,
captioned, *Bremer Bank v. Makt, LLC*, Court File
No. 09-2025-CV-01797, pursuant to which the
Court appointed Steeplechase as general receiver
over Makt, LLC and the Property, as defined in
the Order, and, in accordance therewith, granted
Steeplechase with the powers and authority
usually held by a general receiver and identified
in § 32-10-04 N.D.C.C., except as otherwise set
forth in the Order.

By: [Signature]
Its: Consultant

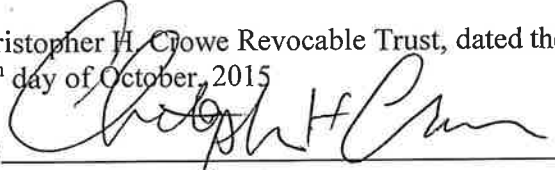
STATE OF MINNESOTA)
)ss.
COUNTY OF HENNEPIN)

On this 14th day of October, 2025, before, a notary public in and for said county and state,
personally appeared Eddie Doherty, consultant for Steeplechase Advisors, LLC, solely in its capacity
as Receiver, the person described in and that executed the within and foregoing instrument, and
acknowledge to me that said person executed the same.

[Signature]
Notary Public
Hennepin County, State of Minnesota
My Commission expires: 1/31/29



Christopher H. Crowe Revocable Trust, dated the
12th day of October, 2015

By: 
Christopher H. Crowe, Trustee

Minnesota
STATE OF ~~NORTH DAKOTA~~)
COUNTY OF ~~CASS~~ Attitash) ss.
)

On this 12 day of September, 2025, before me, a notary public in and for said county and state, personally appeared Christopher H. Crowe, Trustee of the Christopher H. Crowe Revocable Trust, dated the 12th day of October, 2015, the person described in and that executed the within and foregoing instrument, and acknowledged to me that said person executed the same.



(SEAL)

Diane M. H
Notary Public
~~Cass County, ND~~ Attitash County, MN
My Commission expires: 1-31-30

City of Fargo, a municipal corporation

Timothy J Mahoney, Mayor

ATTEST

Steve Sprague, City Auditor

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

On this ____ day of _____, 2025, 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 City Auditor, respectively, of the City of Fargo, Cass County, North Dakota, the municipal corporation described in and that executed the within and foregoing instrument, and acknowledged to me that said municipal corporation executed the same.

Notary Public
Cass County, ND
My Commission expires:

(SEAL)

MAINTENANCE AGREEMENT
(Public Right of Way)

This Maintenance Agreement ("Agreement") is made and entered into this _____ day of _____ 2025, by and between **J & O Real Estate, LLC** a North Dakota limited liability company, whose address is 73 Broadway, Fargo, North Dakota 58102, its successors and assigns ("Owner"), and **THE CITY OF FARGO, NORTH DAKOTA**, a municipal corporation, 225 4th Street North, Fargo, North Dakota 58102 ("City").

Recitals

1. Owner is the owner of a tract of real property located in the City of Fargo, Cass County, North Dakota, hereinafter referred to as "Development Property", more particularly described as:

Lot 1, Block 1, EOLA Addition, to the City of Fargo, Cass County, North Dakota.

The Development Property is commonly known as 4471 24th Avenue South, Fargo, ND 58104.

2. Owner intends to develop the Development Property.

3. There is presently a Maintenance Agreement dated April 5, 2021 (Document No. 1639829) and Amendment (First) to Maintenance Agreement (Document No. 1639828) (collectively the "Prior Maintenance Agreement") recorded against the Development Property and other property. The parties are entering this Agreement, in part, to revoke, rescind, and replace the existing Maintenance Agreement.

4. The parties are entering this Agreement to also define certain roles and responsibilities with respect to public right-of-way, public infrastructure, and maintenance obligations impacting the Development Property.

NOW, THEREFORE, in consideration of the foregoing, the terms and conditions of this Agreement, and for other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

Agreement

1. Rescission. The parties hereby agree that each will, or has, signed an approved Rescission of Maintenance Agreement to revoke and rescind the Prior Maintenance Agreement recorded against the Development Property and other property. The parties hereby agree that the terms of this Agreement shall govern and, upon recordation of the Rescission of Maintenance Agreement, the Prior Maintenance Agreement will be of no further force and effect.

2. No Partnership. This Agreement shall not constitute a partnership or a joint venture by and between Owner and City. Neither party has a right or obligation to bind the other party to any course of action or commitment as it relates to the development of the Development Property. Each of the parties is independent of the other and although they will coordinate their efforts, neither party is assuming any obligation of the other party.

3. Snow Removal. The City will complete the snow plowing of the driving lanes and cul-de-sac of 24th Avenue South, in accordance with the City's standard snow removal policies and procedures. The City will plow to the outer edges of the driving lanes. The City will not remove snow from the 24th Avenue South public right-of-way or any portion of the Development Property.

Owner will be responsible for snow plowing of the diagonal parking spaces on the North side of 24th Avenue South which are immediately adjacent to the south boundary line of the Development Property as shown on Exhibit A attached hereto. Owner shall not move snow into the driving lanes of 24th Avenue South. Any removal of snow from 24th Avenue South immediately adjacent to the Development Property shall be completed by the Owner.

4. Landscaping Beds. Owner shall be solely responsible for the maintenance and upkeep of the existing landscaping beds within the public right-of-way of 24th Avenue South, located on the north side of 24th Avenue South immediately adjacent to the south boundary line of the Development Property as shown on Exhibit A attached hereto. The maintenance and upkeep shall include, but not be limited to, cleaning, clearing, removing noxious weeds, mowing, trimming, and planting. The City shall have no financial or operational responsibility for these landscaping beds. Owner hereby acknowledges and agrees that the existing landscaping beds will remain as currently located and Owner will not remove nor alter the size or location of the existing landscaping beds unless Owner obtains prior approval from the City, which approval shall not be unreasonably withheld.

5. Public Improvements – Cul-de-Sac. Additional public right-of-way is being dedicated by the plat of nearby J & O 45th Street Apartments Addition for the creation of a cul-de-sac on the eastern end of 24th Avenue South. The parties hereby acknowledge that the cul-de-sac will become City infrastructure to be owned and maintained by the City.

6. Standards. Owner hereby agrees on behalf of itself, its heirs, designees, agents, representatives, successors, and assigns, that it will perform and fulfill its maintenance responsibilities undertaken herein in good and safe condition in accordance with standards set forth within the Fargo Municipal Code of Ordinances, as applicable.

7. Binding Effect. This Agreement shall be binding upon the successors and assigns of Owner and City.

8. Performance. If Owner fails or refuses to perform its maintenance obligations to a level of standard City policy, procedure, or ordinance, as reasonably determined by City Director of Public Works, City may cause the necessary maintenance to be completed, and all associated actual reasonable out-of-pocket costs thereof shall be assessed against the Development Property; provided, however, City must give Owner written notice of any maintenance deficiencies and thereafter Owner shall have ten (10) days to cure such deficiencies.

9. Damage. Notwithstanding the foregoing, if Owner or its contractors, subcontractors, agents or invitees shall damage public improvements or City infrastructure or cause the public right-of-way area to be in a state of disrepair, excluding ordinary wear and tear, then Owner shall be solely responsible for repair and restoration of the Improvements and shall bear all the cost and expense of such repair.

10. Recording. This Agreement and any amendments hereto may be recorded and shall constitute a covenant running with the Development Property.

11. Amendment. The terms hereof shall not be amended or modified, except by written amendment signed by all parties.

12. Indemnity. Owner shall indemnify and hold City harmless for any claims, expenses, demands, losses, or injuries to any and all persons or property arising out of the maintenance responsibilities of Owner under this Agreement.

13. Retaking. In the event City needs to permanently retake the portion of the 24th Avenue South public right-of-way used for diagonal parking or landscaping, City will provide Owner written notice ninety (90) days in advance and this Agreement shall be terminated.

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

IN WITNESS HEREOF, the parties have executed this instrument and have caused their hands and seals to be affixed hereto the day and year written below.

[remainder of page intentionally left blank]

Owner:

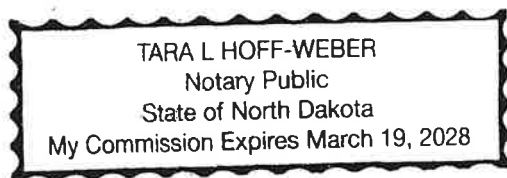
J & O Real Estate, LLC

By:

Brent C. Olson, Secretary/Treasurer

[illegible]

On this 19th day of September, 2025, before me, a notary public in and for said county and state, personally appeared Brent C. Olson, the Secretary/Treasurer of J & O Real Estate, LLC, the person described in and that executed the within and foregoing instrument, and acknowledged to me that said person executed the same.



(SEAL)

Para L. Halverson
Notary Public
Cass County, ND
My Commission expires:

City of Fargo, a municipal corporation

Timothy J Mahoney, Mayor

ATTEST

Steve Sprague, City Auditor

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

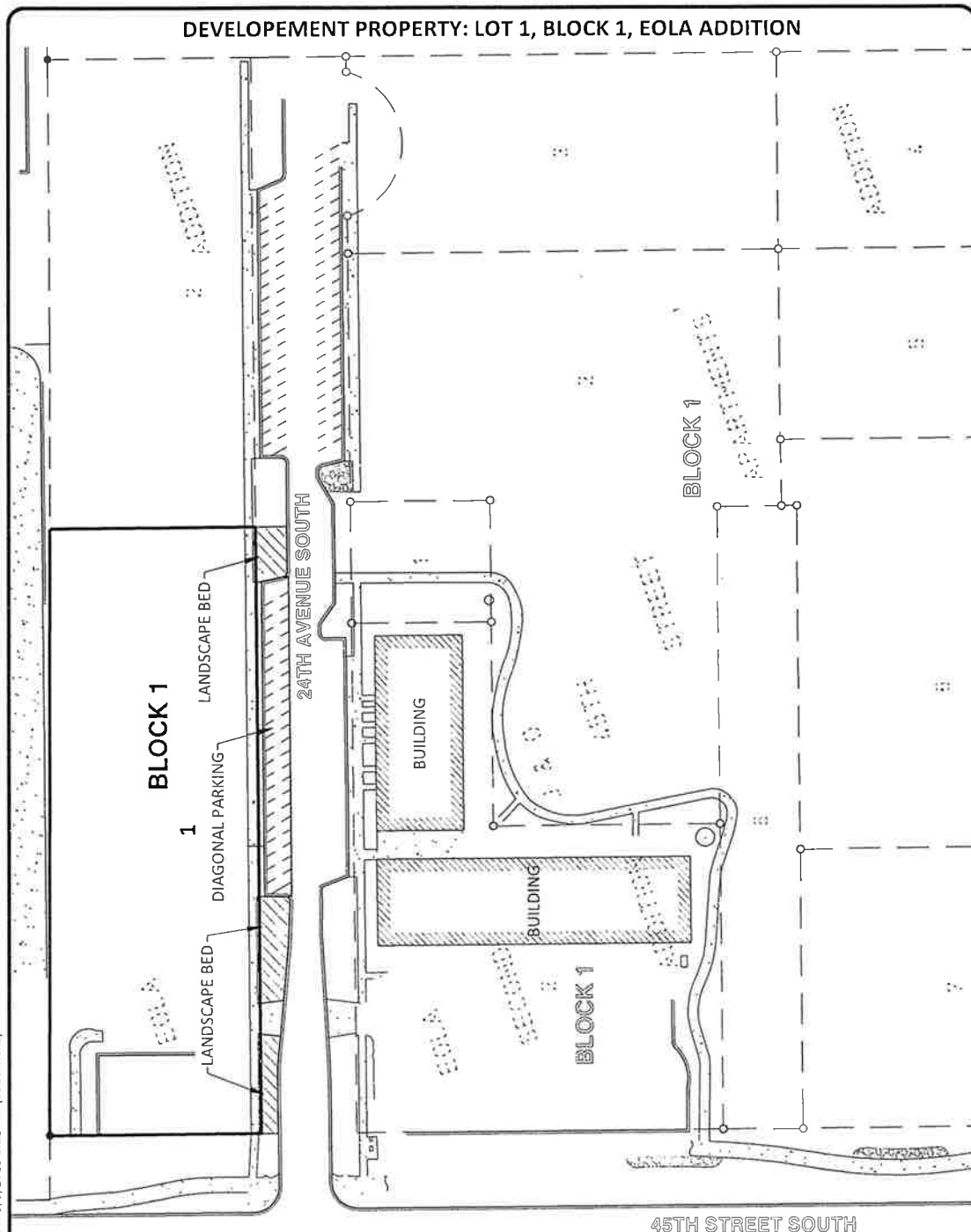
On this ____ day of _____, 2025, before me, a notary public in and for said county and state, personally appeared TIMOTHY J. MAHONEY and STEVEN SPRAGUE, to me known to be the Mayor and City Auditor, respectively, of the City of Fargo, Cass County, North Dakota, the municipal corporation described in and that executed the within and foregoing instrument, and acknowledged to me that said municipal corporation executed the same.

Notary Public
Cass County, ND
My Commission expires:

(SEAL)

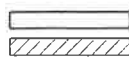
Exhibit A

(Attach site map depicting location of diagonal parking spaces and existing landscaping beds)



H:\VBN\7800\7824\7824_0071\CAD\Exhibits\Exhibit 1.dwg-EXHIBIT A-9/9/2025 1:12 PM-(dbuchholtz)

IRON MONUMENT FOUND
1/2" I.D. PIPE SET
DIAGONAL PARKING
LANDSCAPE BED



Scale: 1" = 100'



EXHIBIT A

PROJECT NO.
7824-0071

PART OF 24TH AVENUE SOUTH
CITY OF FARGO, CASS CO., ND

SHEET
1 OF 1

MAINTENANCE AGREEMENT
(Public Right of Way)

This Maintenance Agreement (“Agreement”) is made and entered into this _____ day of _____ 2025, by and between **J & O Real Estate, LLC** a North Dakota limited liability company, whose address is 73 Broadway, Fargo, North Dakota 58102, its successors and assigns (“Owner”), and **THE CITY OF FARGO, NORTH DAKOTA**, a municipal corporation, 225 4th Street North, Fargo, North Dakota 58102 (“City”).

Recitals

1. Owner is the owner of a tract of real property located in the City of Fargo, Cass County, North Dakota, hereinafter referred to as “Development Property”, more particularly described as:

Lot 1, Block 1, EOLA Addition, to the City of Fargo, Cass County, North Dakota.

The Development Property is commonly known as 4471 24th Avenue South, Fargo, ND 58104.

2. Owner intends to develop the Development Property.

3. There is presently a Maintenance Agreement dated April 5, 2021 (Document No. 1639829) and Amendment (First) to Maintenance Agreement (Document No. 1639828) (collectively the “Prior Maintenance Agreement”) recorded against the Development Property and other property. The parties are entering this Agreement, in part, to revoke, rescind, and replace the existing Maintenance Agreement.

4. The parties are entering this Agreement to also define certain roles and responsibilities with respect to public right-of-way, public infrastructure, and maintenance obligations impacting the Development Property.

NOW, THEREFORE, in consideration of the foregoing, the terms and conditions of this Agreement, and for other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

Agreement

1. Rescission. The parties hereby agree that each will, or has, signed an approved Rescission of Maintenance Agreement to revoke and rescind the Prior Maintenance Agreement recorded against the Development Property and other property. The parties hereby agree that the terms of this Agreement shall govern and, upon recordation of the Rescission of Maintenance Agreement, the Prior Maintenance Agreement will be of no further force and effect.

2. No Partnership. This Agreement shall not constitute a partnership or a joint venture by and between Owner and City. Neither party has a right or obligation to bind the other party to any course of action or commitment as it relates to the development of the Development Property. Each of the parties is independent of the other and although they will coordinate their efforts, neither party is assuming any obligation of the other party.

3. Snow Removal. The City will complete the snow plowing of the driving lanes and cul-de-sac of 24th Avenue South, in accordance with the City's standard snow removal policies and procedures. The City will plow to the outer edges of the driving lanes. The City will not remove snow from the 24th Avenue South public right-of-way or any portion of the Development Property.

Owner will be responsible for snow plowing of the diagonal parking spaces on the North side of 24th Avenue South which are immediately adjacent to the south boundary line of the Development Property as shown on Exhibit A attached hereto. Owner shall not move snow into the driving lanes of 24th Avenue South. Any removal of snow from 24th Avenue South immediately adjacent to the Development Property shall be completed by the Owner.

4. Landscaping Beds. Owner shall be solely responsible for the maintenance and upkeep of the existing landscaping beds within the public right-of-way of 24th Avenue South, located on the north side of 24th Avenue South immediately adjacent to the south boundary line of the Development Property as shown on Exhibit A attached hereto. The maintenance and upkeep shall include, but not be limited to, cleaning, clearing, removing noxious weeds, mowing, trimming, and planting. The City shall have no financial or operational responsibility for these landscaping beds. Owner hereby acknowledges and agrees that the existing landscaping beds will remain as currently located and Owner will not remove nor alter the size or location of the existing landscaping beds unless Owner obtains prior approval from the City, which approval shall not be unreasonably withheld.

5. Public Improvements – Cul-de-Sac. Additional public right-of-way is being dedicated by the plat of nearby J & O 45th Street Apartments Addition for the creation of a cul-de-sac on the eastern end of 24th Avenue South. The parties hereby acknowledge that the cul-de-sac will become City infrastructure to be owned and maintained by the City.

6. Standards. Owner hereby agrees on behalf of itself, its heirs, designees, agents, representatives, successors, and assigns, that it will perform and fulfill its maintenance responsibilities undertaken herein in good and safe condition in accordance with standards set forth within the Fargo Municipal Code of Ordinances, as applicable.

7. Binding Effect. This Agreement shall be binding upon the successors and assigns of Owner and City.

8. Performance. If Owner fails or refuses to perform its maintenance obligations to a level of standard City policy, procedure, or ordinance, as reasonably determined by City Director of Public Works, City may cause the necessary maintenance to be completed, and all associated actual reasonable out-of-pocket costs thereof shall be assessed against the Development Property; provided, however, City must give Owner written notice of any maintenance deficiencies and thereafter Owner shall have ten (10) days to cure such deficiencies.

9. Damage. Notwithstanding the foregoing, if Owner or its contractors, subcontractors, agents or invitees shall damage public improvements or City infrastructure or cause the public right-of-way area to be in a state of disrepair, excluding ordinary wear and tear, then Owner shall be solely responsible for repair and restoration of the Improvements and shall bear all the cost and expense of such repair.

10. Recording. This Agreement and any amendments hereto may be recorded and shall constitute a covenant running with the Development Property.

11. Amendment. The terms hereof shall not be amended or modified, except by written amendment signed by all parties.

12. Indemnity. Owner shall indemnify and hold City harmless for any claims, expenses, demands, losses, or injuries to any and all persons or property arising out of the maintenance responsibilities of Owner under this Agreement.

13. Retaking. In the event City needs to permanently retake the portion of the 24th Avenue South public right-of-way used for diagonal parking or landscaping, City will provide Owner written notice ninety (90) days in advance and this Agreement shall be terminated.

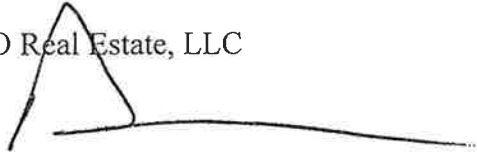
14. Limitation. It is understood and agreed by and between the parties that this Agreement is subject to any limitation on the authority of City to grant such permission, which may now or hereafter exist.

IN WITNESS HEREOF, the parties have executed this instrument and have caused their hands and seals to be affixed hereto the day and year written below.

[remainder of page intentionally left blank]

Owner:

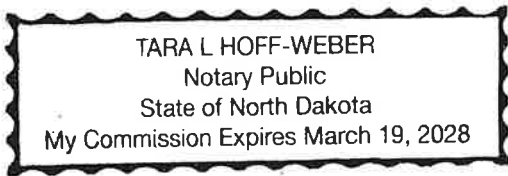
J & O Real Estate, LLC

By: 

Brent C. Olson, Secretary/Treasurer

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

On this 19th day of September, 2025, before me, a notary public in and for said county and state, personally appeared Brent C. Olson, the Secretary/Treasurer of J & O Real Estate, LLC, the person described in and that executed the within and foregoing instrument, and acknowledged to me that said person executed the same.



(SEAL)


Notary Public
Cass County, ND
My Commission expires:

City of Fargo, a municipal corporation

Timothy J. Mahoney, Mayor

ATTEST

Steve Sprague, City Auditor

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

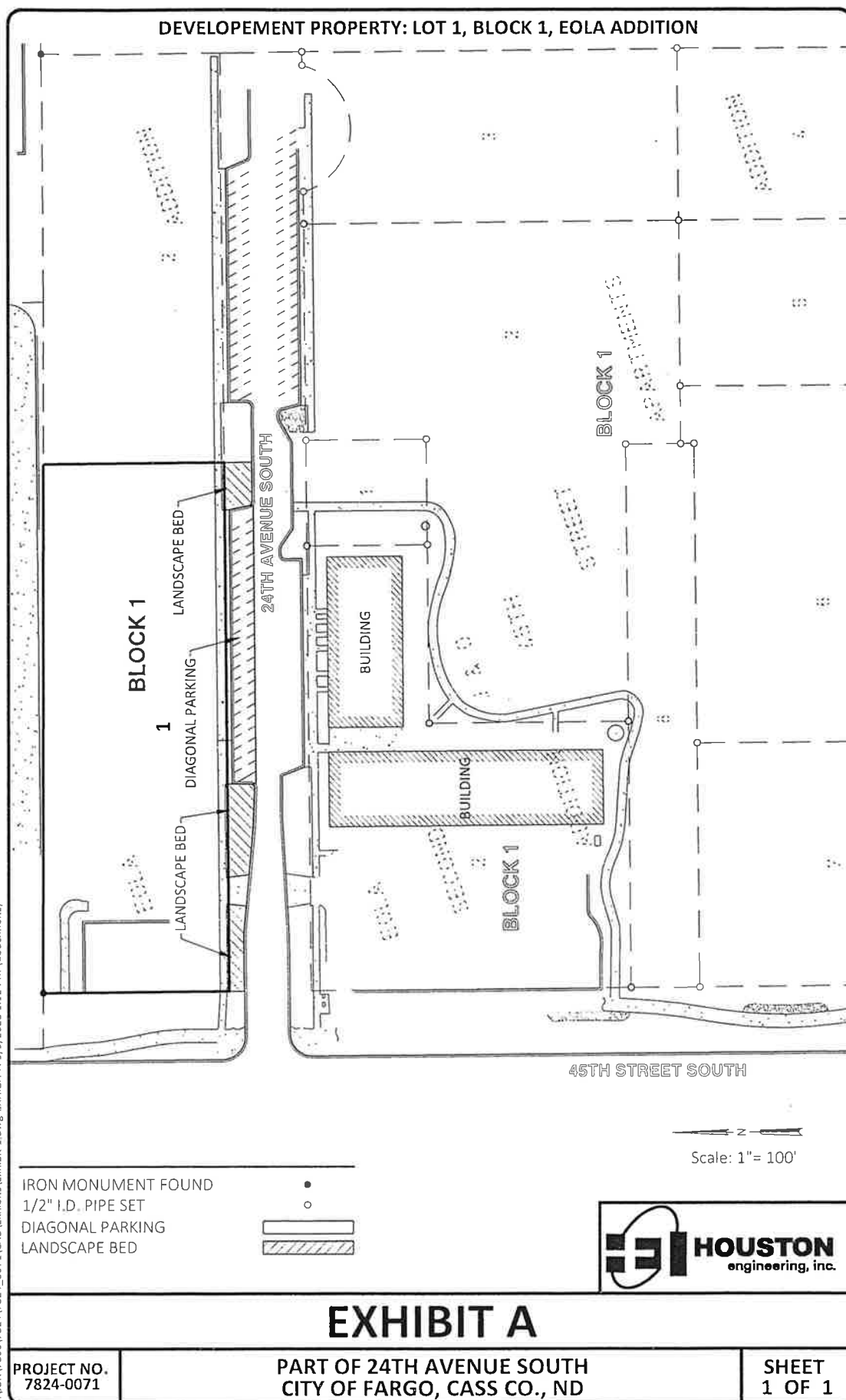
On this ____ day of _____, 2025, before me, a notary public in and for said county and state, personally appeared TIMOTHY J. MAHONEY and STEVEN SPRAGUE, to me known to be the Mayor and City Auditor, respectively, of the City of Fargo, Cass County, North Dakota, the municipal corporation described in and that executed the within and foregoing instrument, and acknowledged to me that said municipal corporation executed the same.

Notary Public
Cass County, ND
My Commission expires:

(SEAL)

Exhibit A

(Attach site map depicting location of diagonal parking spaces and existing landscaping beds)



H:\JBM\7800\7824\7824_0071\CAD\Exhibits\Exhibit 1.dwg-EXHIBIT A-9/9/2025 1:12 PM-(dbuchholtz)

MAINTENANCE AGREEMENT
(Public Right of Way)

This Maintenance Agreement (“Agreement”) is made and entered into this _____ day of _____ 2025, by and between **J & O Real Estate, LLC** a North Dakota limited liability company, whose address is 73 Broadway, Fargo, North Dakota 58102, its successors and assigns (“Owner”), and **THE CITY OF FARGO, NORTH DAKOTA**, a municipal corporation, 225 4th Street North, Fargo, North Dakota 58102 (“City”).

Recitals

1. Owner is the owner of a tract of real property containing 10.264 acres, more or less, located in the City of Fargo, Cass County, North Dakota, hereinafter referred to as “Development Property”, more particularly described as:

Lots 1-8, Block 1, J & O 45th Street Apartments Addition, to the City of Fargo, Cass County, North Dakota.

2. Owner intends to develop the Development Property.

3. There is presently a Maintenance Agreement dated April 5, 2021 (Document No. 1639829) and Amendment (First) to Maintenance Agreement (Document No. 1639828) (collectively the “Prior Maintenance Agreement”) recorded against the Development Property and other property. The parties are entering this Agreement, in part, to revoke, rescind, and replace the existing Maintenance Agreement.

4. The parties are entering this Agreement to also define certain roles and responsibilities with respect to public right-of-way, public infrastructure, and maintenance obligations impacting the Development Property.

NOW, THEREFORE, in consideration of the foregoing, the terms and conditions of this Agreement, and for other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

Agreement

1. Rescission. The parties hereby agree that each will, or has signed an approved Rescission of Maintenance Agreement to revoke and rescind the Prior Maintenance Agreement recorded against the Development Property and other property. The parties hereby agree that the terms of this Agreement shall govern and, upon recordation of the Rescission of Maintenance Agreement, the Prior Maintenance Agreement will be of no further force and effect.

2. No Partnership. This Agreement shall not constitute a partnership or a joint venture by and between Owner and City. Neither party has a right or obligation to bind the other party to any course of action or commitment as it relates to the development of the Development Property. Each of the parties is independent of the other and although they will coordinate their efforts, neither party is assuming any obligation of the other party.

3. Snow Removal. The City will complete the snow plowing of the driving lanes and cul-de-sac of 24th Avenue South and 26th Avenue South, in accordance with the City's standard snow removal policies and procedures. The City will plow to the outer edges of the driving lanes. The City will not remove snow from the public rights-of-way or any portion of the Development Property.

Owner will be responsible for snow plowing of the diagonal parking spaces on the south side of 24th Avenue South which are immediately adjacent to the north boundary line of the Development Property as shown on Exhibit A attached hereto. Owner shall not move snow into the driving lanes of 24th Avenue South. Any removal of snow from 24th Avenue South and 26th Avenue South immediately adjacent to the Development Property shall be completed by the Owner.

4. Landscaping Beds. Owner shall be solely responsible for the maintenance and upkeep of the existing landscaping beds within the public right-of-way of 24th Avenue South located on the south side of 24th Avenue South immediately adjacent to the north boundary line of the Development Property, and the two beds within the public right-of-way of 45th Street South located on the east side of 45th Street South immediately adjacent to the west boundary line of the Development Property, as shown on Exhibit A attached hereto. The maintenance and upkeep shall include, but not be limited to, cleaning, clearing, removing noxious weeds, mowing, trimming, and planting. The City shall have no financial or operational responsibility for these landscaping beds. Owner hereby acknowledges and agrees that the existing landscaping beds will remain as currently located and Owner will not remove nor alter the size or location of the existing landscaping beds unless Owner obtains prior approval from the City, which approval shall not be unreasonably withheld.

5. Public Watermain Infrastructure. The City currently has a public watermain and customary appurtenances underlying 24th Avenue South and 26th Avenue South. On the Plat of J & O 45th Street Apartments Addition there is a private 20-foot water easement located on Lots 3, 4, and 5, Block 1, of J & O 45th Street Apartments Addition. Owner hereby agrees it shall execute, deliver, and record a private 20-foot watermain easement on Lots 3, 4, and 5, Block 1, of J & O 45th Street Apartments Addition. Within the private watermain easement, the Owner shall construct a privately-owned watermain for service to the Development Property, which is to

connect to the City's existing watermain within 24th Avenue South and 26th Avenue South to create a looped watermain system. The Owner is responsible for the construction, operation, and maintenance of the privately-owned watermain, which must exist at all times and cannot be removed from service between 24th Avenue South and 26th Avenue South. City shall have no ownership rights nor any financial or operational responsibility for the privately-owned watermain.

6. Private Stormwater Facilities.

- a. Owner's predecessor constructed a private storm water retention facility on the lot currently known as Lot 2, Block 1, of J & O 45th Street Apartments Addition, which services or will service portions of the Development Property and Lot 2, Block 1, of EOLA Second Addition. Owner will own, operate, and maintain the storm water retention facility. City shall have no ownership rights nor any financial or operational responsibility for the privately-owned storm water retention facility.
- b. Owner shall also construct a private storm water retention facility on Lot 6, Block 1, of J & O 45th Street Apartments Addition to service portions of the Development Property. Owner will own, operate, and maintain the storm water retention facility. City shall have no ownership rights nor any financial or operational responsibility for the privately-owned storm water retention facility.

This Agreement does not establish or purport to establish any easements, licenses, or similar rights relative to the usage of either private storm water retention facility.

7. Public Improvements – Cul-de-Sac. Additional public right-of-way is being dedicated by the plat of J & O 45th Street Apartments Addition for the creation of cul-de-sacs on the eastern ends of 24th Avenue South and 26th Avenue South. The parties hereby acknowledge that the cul-de-sacs will become City infrastructure to be owned and maintained by the City. Owner has requested that the City design, construct, and special assess all costs of these improvements to the Development Property. The parties hereby agree that the costs of these improvements to the public right-of-way shall be paid by City and specially assessed to the Development Property under the City's standard method of financing as established under Chapter 40 of the North Dakota Century Code.

8. Owner hereby waives its right to protest any resolution(s) of necessity for the infrastructure and improvements for which such resolutions are required pursuant to North Dakota Century Code, Section 40-22-17, and specifically consents to the construction of improvements and modifications to the public right-of-way to be located within the cul-de-sacs at the eastern ends of 24th Avenue South and 26th Avenue South deemed necessary to support the plat of J & O 45th Street Apartments Addition and proposed site improvements, and to the assessment of the costs thereof to the Development Property. Owner further waives its right to protest the amount, benefit, or any other assessment attribute related to the installation and construction of the improvements and modifications to the public right-of-way. The project costs which may be assessed against the Development Property, which will be in accordance with the City's Infrastructure Funding Policy in effect at the time of creation of the improvement district, include all costs of completing the construction.

9. Standards. Owner hereby agrees on behalf of itself, its heirs, designees, agents, representatives, successors, and assigns, that it will perform and fulfill its maintenance responsibilities undertaken herein in good and safe condition in accordance with standards set forth within the Fargo Municipal Code of Ordinances, as applicable.

10. Binding Effect. This Agreement shall be binding upon the successors and assigns of Owner and City.

11. Performance. If Owner fails or refuses to perform its maintenance obligations to a level of standard City policy, procedure, or ordinance, as reasonably determined by City Director of Public Works, City may cause the necessary maintenance to be completed, and all associated actual reasonable out-of-pocket costs thereof shall be assessed against the Development Property; provided, however, City must give Owner written notice of any maintenance deficiencies and thereafter Owner shall have ten (10) days to cure such deficiencies.

12. Damage. Notwithstanding the foregoing, if Owner or its contractors, subcontractors, agents or invitees shall damage public improvements or City infrastructure or cause the public right-of-way area to be in a state of disrepair, excluding ordinary wear and tear, then Owner shall be solely responsible for repair and restoration of the Improvements and shall bear all the cost and expense of such repair.

13. Recording. This Agreement and any amendments hereto may be recorded and shall constitute a covenant running with the Development Property.

14. Amendment. The terms hereof shall not be amended or modified, except by written amendment signed by all parties.

15. Indemnity. Owner shall indemnify and hold City harmless for any claims, expenses, demands, losses, or injuries to any and all persons or property arising out of the maintenance responsibilities of Owner under this Agreement.

16. Retaking. In the event City needs to permanently retake the portion of the 24th Avenue South public right-of-way used for diagonal parking or landscaping, City will provide Owner written notice ninety (90) days in advance and this Agreement shall be terminated.

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

IN WITNESS HEREOF, the parties have executed this instrument and have caused their hands and seals to be affixed hereto the day and year written below.

[remainder of page intentionally left blank]

City of Fargo, a municipal corporation

Timothy J Mahoney, Mayor

ATTEST

Steve Sprague, City Auditor

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

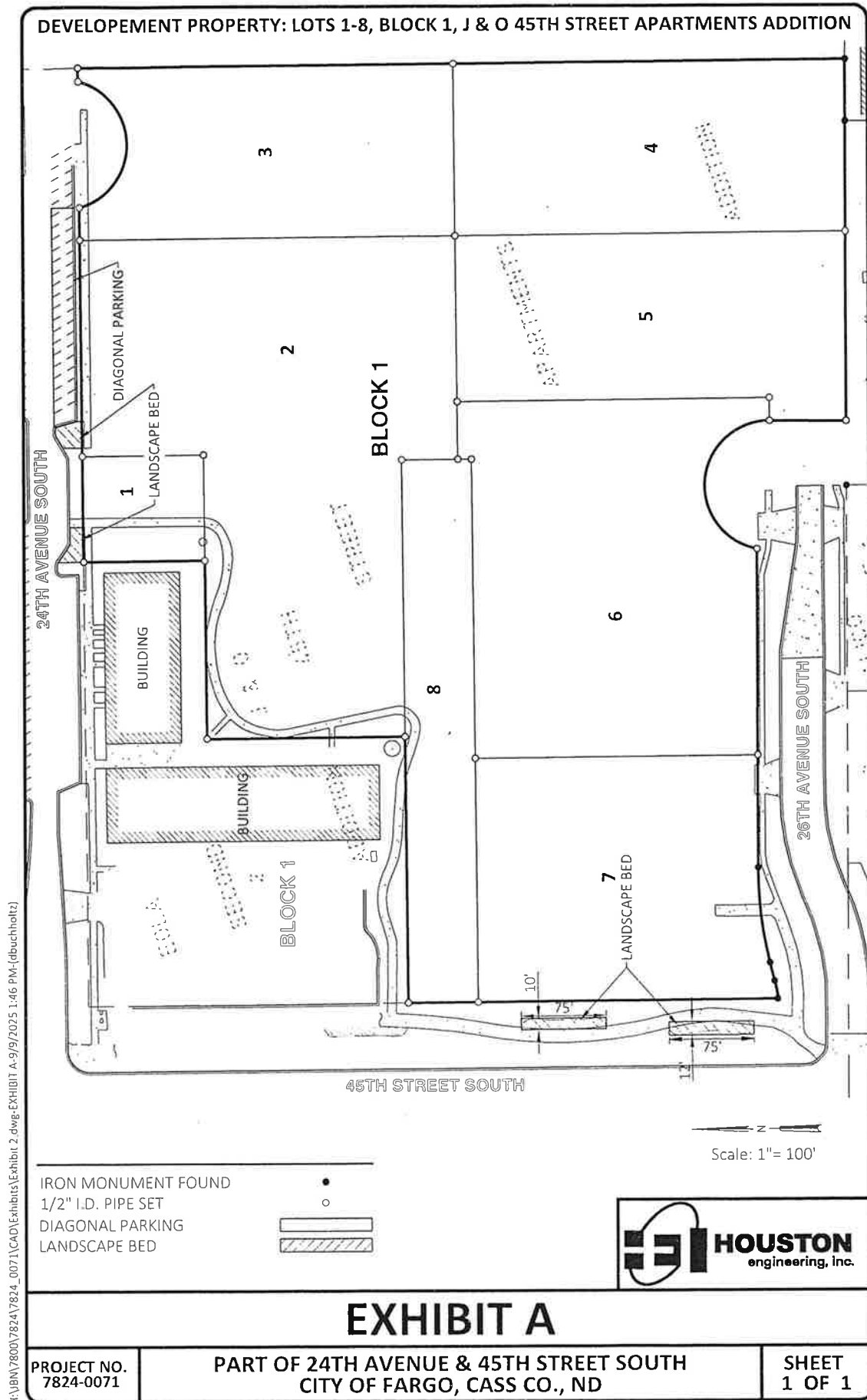
On this ____ day of _____, 2025, before me, a notary public in and for said county and state, personally appeared TIMOTHY J. MAHONEY and STEVEN SPRAGUE, to me known to be the Mayor and City Auditor, respectively, of the City of Fargo, Cass County, North Dakota, the municipal corporation described in and that executed the within and foregoing instrument, and acknowledged to me that said municipal corporation executed the same.

Notary Public
Cass County, ND
My Commission expires:

(SEAL)

Exhibit A

(Attach site map depicting location of diagonal parking spaces and existing landscaping beds)



MAINTENANCE AGREEMENT
(Public Right of Way)

This Maintenance Agreement ("Agreement") is made and entered into this _____ day of _____ 2025, by and between **J & O Real Estate, LLC** a North Dakota limited liability company, whose address is 73 Broadway, Fargo, North Dakota 58102, its successors and assigns ("Owner"), and **THE CITY OF FARGO, NORTH DAKOTA**, a municipal corporation, 225 4th Street North, Fargo, North Dakota 58102 ("City").

Recitals

1. Owner is the owner of a tract of real property containing 10.264 acres, more or less, located in the City of Fargo, Cass County, North Dakota, hereinafter referred to as "Development Property", more particularly described as:

Lots 1-8, Block 1, J & O 45th Street Apartments Addition, to the City of Fargo, Cass County, North Dakota.

2. Owner intends to develop the Development Property.

3. There is presently a Maintenance Agreement dated April 5, 2021 (Document No. 1639829) and Amendment (First) to Maintenance Agreement (Document No. 1639828) (collectively the "Prior Maintenance Agreement") recorded against the Development Property and other property. The parties are entering this Agreement, in part, to revoke, rescind, and replace the existing Maintenance Agreement.

4. The parties are entering this Agreement to also define certain roles and responsibilities with respect to public right-of-way, public infrastructure, and maintenance obligations impacting the Development Property.

NOW, THEREFORE, in consideration of the foregoing, the terms and conditions of this Agreement, and for other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

Agreement

1. Rescission. The parties hereby agree that each will, or has signed an approved Rescission of Maintenance Agreement to revoke and rescind the Prior Maintenance Agreement recorded against the Development Property and other property. The parties hereby agree that the terms of this Agreement shall govern and, upon recordation of the Rescission of Maintenance Agreement, the Prior Maintenance Agreement will be of no further force and effect.

2. No Partnership. This Agreement shall not constitute a partnership or a joint venture by and between Owner and City. Neither party has a right or obligation to bind the other party to any course of action or commitment as it relates to the development of the Development Property. Each of the parties is independent of the other and although they will coordinate their efforts, neither party is assuming any obligation of the other party.

3. Snow Removal. The City will complete the snow plowing of the driving lanes and cul-de-sac of 24th Avenue South and 26th Avenue South, in accordance with the City's standard snow removal policies and procedures. The City will plow to the outer edges of the driving lanes. The City will not remove snow from the public rights-of-way or any portion of the Development Property.

Owner will be responsible for snow plowing of the diagonal parking spaces on the south side of 24th Avenue South which are immediately adjacent to the north boundary line of the Development Property as shown on Exhibit A attached hereto. Owner shall not move snow into the driving lanes of 24th Avenue South. Any removal of snow from 24th Avenue South and 26th Avenue South immediately adjacent to the Development Property shall be completed by the Owner.

4. Landscaping Beds. Owner shall be solely responsible for the maintenance and upkeep of the existing landscaping beds within the public right-of-way of 24th Avenue South located on the south side of 24th Avenue South immediately adjacent to the north boundary line of the Development Property, and the two beds within the public right-of-way of 45th Street South located on the east side of 45th Street South immediately adjacent to the west boundary line of the Development Property, as shown on Exhibit A attached hereto. The maintenance and upkeep shall include, but not be limited to, cleaning, clearing, removing noxious weeds, mowing, trimming, and planting. The City shall have no financial or operational responsibility for these landscaping beds. Owner hereby acknowledges and agrees that the existing landscaping beds will remain as currently located and Owner will not remove nor alter the size or location of the existing landscaping beds unless Owner obtains prior approval from the City, which approval shall not be unreasonably withheld.

5. Public Watermain Infrastructure. The City currently has a public watermain and customary appurtenances underlying 24th Avenue South and 26th Avenue South. On the Plat of J & O 45th Street Apartments Addition there is a private 20-foot water easement located on Lots 3, 4, and 5, Block 1, of J & O 45th Street Apartments Addition. Owner hereby agrees it shall execute, deliver, and record a private 20-foot watermain easement on Lots 3, 4, and 5, Block 1, of J & O 45th Street Apartments Addition. Within the private watermain easement, the Owner shall construct a privately-owned watermain for service to the Development Property, which is to

connect to the City's existing watermain within 24th Avenue South and 26th Avenue South to create a looped watermain system. The Owner is responsible for the construction, operation, and maintenance of the privately-owned watermain, which must exist at all times and cannot be removed from service between 24th Avenue South and 26th Avenue South. City shall have no ownership rights nor any financial or operational responsibility for the privately-owned watermain.

6. Private Stormwater Facilities.

- a. Owner's predecessor constructed a private storm water retention facility on the lot currently known as Lot 2, Block 1, of J & O 45th Street Apartments Addition, which services or will service portions of the Development Property and Lot 2, Block 1, of EOLA Second Addition. Owner will own, operate, and maintain the storm water retention facility. City shall have no ownership rights nor any financial or operational responsibility for the privately-owned storm water retention facility.
- b. Owner shall also construct a private storm water retention facility on Lot 6, Block 1, of J & O 45th Street Apartments Addition to service portions of the Development Property. Owner will own, operate, and maintain the storm water retention facility. City shall have no ownership rights nor any financial or operational responsibility for the privately-owned storm water retention facility.

This Agreement does not establish or purport to establish any easements, licenses, or similar rights relative to the usage of either private storm water retention facility.

7. Public Improvements – Cul-de-Sac. Additional public right-of-way is being dedicated by the plat of J & O 45th Street Apartments Addition for the creation of cul-de-sacs on the eastern ends of 24th Avenue South and 26th Avenue South. The parties hereby acknowledge that the cul-de-sacs will become City infrastructure to be owned and maintained by the City. Owner has requested that the City design, construct, and special assess all costs of these improvements to the Development Property. The parties hereby agree that the costs of these improvements to the public right-of-way shall be paid by City and specially assessed to the Development Property under the City's standard method of financing as established under Chapter 40 of the North Dakota Century Code.

8. Owner hereby waives its right to protest any resolution(s) of necessity for the infrastructure and improvements for which such resolutions are required pursuant to North Dakota Century Code, Section 40-22-17, and specifically consents to the construction of improvements and modifications to the public right-of-way to be located within the cul-de-sacs at the eastern ends of 24th Avenue South and 26th Avenue South deemed necessary to support the plat of J & O 45th Street Apartments Addition and proposed site improvements, and to the assessment of the costs thereof to the Development Property. Owner further waives its right to protest the amount, benefit, or any other assessment attribute related to the installation and construction of the improvements and modifications to the public right-of-way. The project costs which may be assessed against the Development Property, which will be in accordance with the City's Infrastructure Funding Policy in effect at the time of creation of the improvement district, include all costs of completing the construction.

9. Standards. Owner hereby agrees on behalf of itself, its heirs, designees, agents, representatives, successors, and assigns, that it will perform and fulfill its maintenance responsibilities undertaken herein in good and safe condition in accordance with standards set forth within the Fargo Municipal Code of Ordinances, as applicable.

10. Binding Effect. This Agreement shall be binding upon the successors and assigns of Owner and City.

11. Performance. If Owner fails or refuses to perform its maintenance obligations to a level of standard City policy, procedure, or ordinance, as reasonably determined by City Director of Public Works, City may cause the necessary maintenance to be completed, and all associated actual reasonable out-of-pocket costs thereof shall be assessed against the Development Property; provided, however, City must give Owner written notice of any maintenance deficiencies and thereafter Owner shall have ten (10) days to cure such deficiencies.

12. Damage. Notwithstanding the foregoing, if Owner or its contractors, subcontractors, agents or invitees shall damage public improvements or City infrastructure or cause the public right-of-way area to be in a state of disrepair, excluding ordinary wear and tear, then Owner shall be solely responsible for repair and restoration of the Improvements and shall bear all the cost and expense of such repair.

13. Recording. This Agreement and any amendments hereto may be recorded and shall constitute a covenant running with the Development Property.

14. Amendment. The terms hereof shall not be amended or modified, except by written amendment signed by all parties.

15. Indemnity. Owner shall indemnify and hold City harmless for any claims, expenses, demands, losses, or injuries to any and all persons or property arising out of the maintenance responsibilities of Owner under this Agreement.

16. Retaking. In the event City needs to permanently retake the portion of the 24th Avenue South public right-of-way used for diagonal parking or landscaping, City will provide Owner written notice ninety (90) days in advance and this Agreement shall be terminated.

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

IN WITNESS HEREOF, the parties have executed this instrument and have caused their hands and seals to be affixed hereto the day and year written below.

[remainder of page intentionally left blank]

Owner:

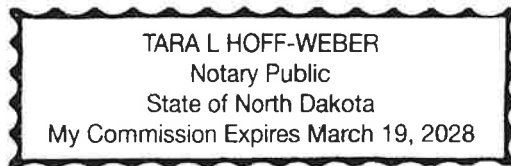
J & O Real Estate, LLC

By:

Brent C. Olson, Secretary/Treasurer

[illegible]

On this 19th day of September, 2025, before me, a notary public in and for said county and state, personally appeared Brent C. Olson, the Secretary/Treasurer of J & O Real Estate, LLC, the person described in and that executed the within and foregoing instrument, and acknowledged to me that said person executed the same.



(SEAL)

Nara L. Hobb-Weber
Notary Public
Cass County, ND
My Commission expires:

City of Fargo, a municipal corporation

Timothy J Mahoney, Mayor

ATTEST

Steve Sprague, City Auditor

[illegible]

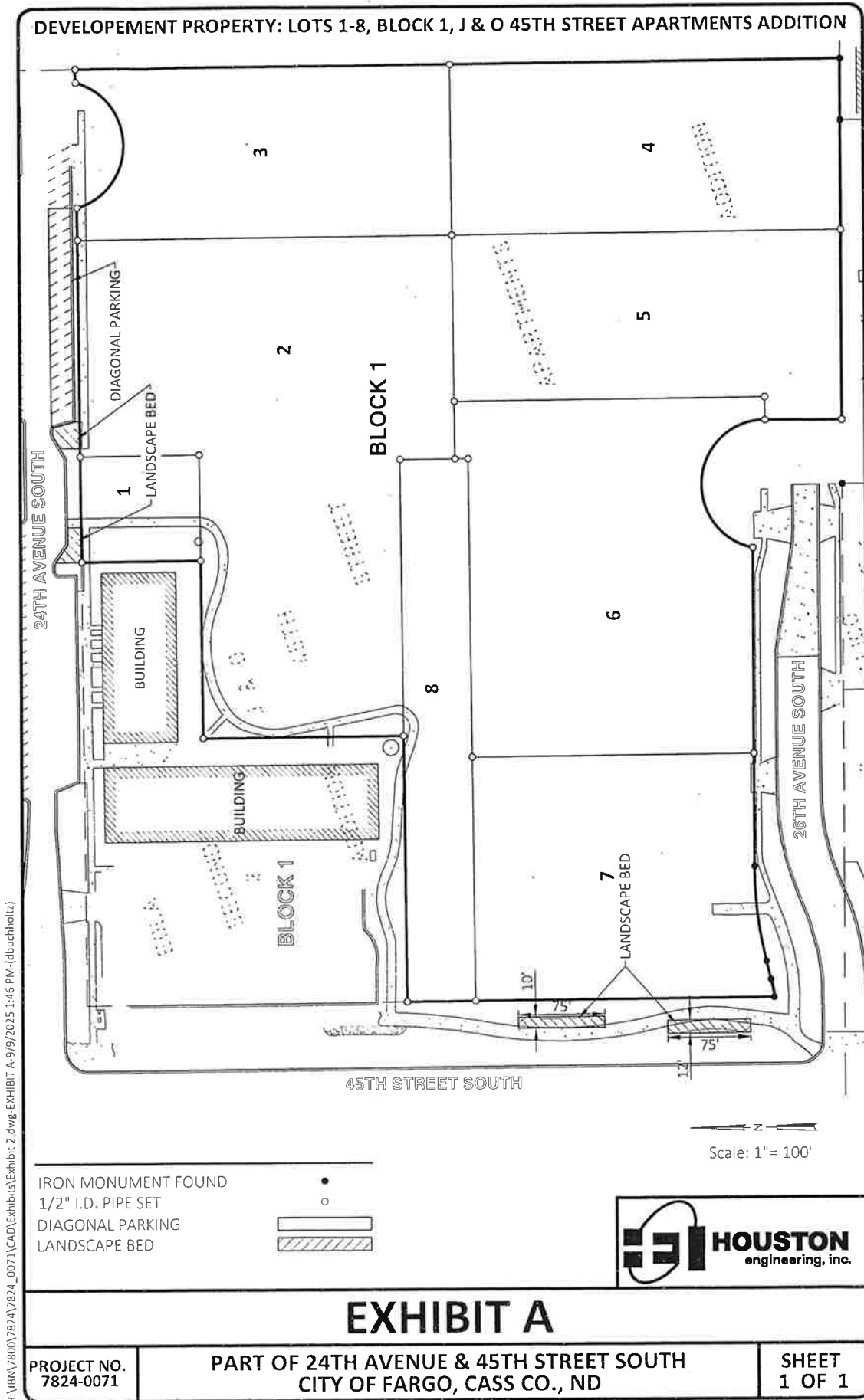
On this ____ day of _____, 2025, before me, a notary public in and for said county and state, personally appeared TIMOTHY J. MAHONEY and STEVEN SPRAGUE, to me known to be the Mayor and City Auditor, respectively, of the City of Fargo, Cass County, North Dakota, the municipal corporation described in and that executed the within and foregoing instrument, and acknowledged to me that said municipal corporation executed the same.

Notary Public
Cass County, ND
My Commission expires:

(SEAL)

Exhibit A

(Attach site map depicting location of diagonal parking spaces and existing landscaping beds)



H:\VBN\7800\7824\7824_0071\CAD\Exhibit A-9/9/2025 1:46 PM-(dbuchholtz)

MAINTENANCE AGREEMENT
(Public Right of Way)

This Maintenance Agreement (“Agreement”) is made and entered into this 14th day of October 2025, by and between **Makt, LLC** a North Dakota limited liability company, whose address is 4402 2nd Avenue South, Suite 12, Fargo, North Dakota 58103, its successors and assigns (“Owner”), and **THE CITY OF FARGO, NORTH DAKOTA**, a municipal corporation, 225 4th Street North, Fargo, North Dakota 58102 (“City”).

Recitals

1. Owner is the owner of a tract of real property located in the City of Fargo, Cass County, North Dakota, hereinafter referred to as “Development Property”, more particularly described as:

Lot 2, Block 1, EOLA Second Addition, to the City of Fargo, Cass County,
North Dakota.

The Development Property is commonly known as 4470 24th Avenue South, Fargo, ND and 4474 24th Avenue South, Fargo, ND 58104.

2. Owner intends to develop the Development Property.

3. There is presently a Maintenance Agreement dated April 5, 2021 (Document No. 1639829) and Amendment (First) to Maintenance Agreement (Document No. 1639828) (collectively the “Prior Maintenance Agreement”) recorded against the Development Property and other property. The parties are entering this Agreement, in part, to revoke, rescind, and replace the existing Maintenance Agreement.

4. The parties are entering this Agreement to also define certain roles and responsibilities with respect to public right-of-way, public infrastructure, and maintenance obligations impacting the Development Property.

NOW, THEREFORE, in consideration of the foregoing, the terms and conditions of this Agreement, and for other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

Agreement

1. Rescission. The parties hereby agree that each will, or has signed an approved Rescission of Maintenance Agreement to revoke and rescind the Prior Maintenance Agreement recorded against the Development Property and other property. The parties hereby agree that the terms of this Agreement shall govern and, upon recordation of the Rescission of Maintenance Agreement, the Prior Maintenance Agreement will be of no further force and effect.

2. No Partnership. This Agreement shall not constitute a partnership or a joint venture by and between Owner and City. Neither party has a right or obligation to bind the other party to any course of action or commitment as it relates to the development of the Development Property. Each of the parties is independent of the other and although they will coordinate their efforts, neither party is assuming any obligation of the other party.

3. Snow Removal. The City will complete the snow plowing of the driving lanes and cul-de-sac of 24th Avenue South, in accordance with the City's standard snow removal policies and procedures. The City will plow to the outer edges of the driving lanes. The City will not remove snow from the public rights-of-way or any portion of the Development Property.

Owner will be responsible for snow plowing of the diagonal parking spaces on the south side of 24th Avenue South which are immediately adjacent to the north boundary line of the Development Property as shown on **Exhibit A** attached hereto. Owner shall not move snow into the driving lanes of 24th Avenue South. Any removal of snow from 24th Avenue South immediately adjacent to the Development Property shall be completed by the Owner.

4. Landscaping Beds. Owner shall be solely responsible for the maintenance and upkeep of the existing landscaping beds within the public right-of-way of 24th Avenue South immediately adjacent to the north boundary line of the Development Property, and the two beds within the public right-of-way of 45th Street South located on the east side of 45th Street South immediately adjacent to the west boundary line of the Development Property, as shown on **Exhibit A** attached hereto. The maintenance and upkeep shall include, but not be limited to, cleaning, clearing, removing noxious weeds, mowing, trimming, and planting. The City shall have no financial or operational responsibility for these landscaping beds. Owner hereby acknowledges and agrees that the existing landscaping beds will remain as currently located and Owner will not remove nor alter the size or location of the existing landscaping beds unless Owner obtains prior approval from the City, which approval shall not be unreasonably withheld.

5. Private Stormwater Facility. An adjacent property owner (or its predecessor), J & O Real Estate, LLC, constructed a private storm water retention facility on the lot currently known as Lot 2, Block 1, of J & O 45th Street Apartments Addition, which services or will service various lots in J & O 45th Street Apartments Addition and the Development Property. J & O Real Estate, LLC will own, operate, and maintain the storm water retention facility. Owner hereby acknowledges and agrees that City shall have no ownership rights nor any financial or operational responsibility for the privately-owned storm water retention facility.

This Agreement does not establish or purport to establish any easements, licenses, or similar rights relative to the usage of the private storm water retention facility.

6. Public Improvements – Cul-de-sac. Additional public right-of-way is being dedicated by the plat of J & O 45th Street Apartments Addition for the creation of cul-de-sacs on the eastern ends of 24th Avenue South and 26th Avenue South. The parties hereby acknowledge that the cul-de-sacs will become City infrastructure to be owned and maintained by the City.

7. Standards. Owner hereby agrees on behalf of itself, its heirs, designees, agents, representatives, successors, and assigns, that it will perform and fulfill its maintenance responsibilities undertaken herein in good and safe condition in accordance with standards set forth within the Fargo Municipal Code of Ordinances, as applicable.

8. Binding Effect. This Agreement shall be binding upon the successors and assigns of Owner and City.

9. Performance. If Owner fails or refuses to perform its maintenance obligations to a level of standard City policy, procedure, or ordinance, as reasonably determined by City Director of Public Works, City may cause the necessary maintenance to be completed, and all associated actual reasonable out-of-pocket costs thereof shall be assessed against the Development Property; provided, however, City must give Owner written notice of any maintenance deficiencies and thereafter Owner shall have ten (10) days to cure such deficiencies.

10. Damage. Notwithstanding the foregoing, if Owner or its contractors, subcontractors, agents or invitees shall damage public improvements or City infrastructure or cause the public right-of-way area to be in a state of disrepair, excluding ordinary wear and tear, then Owner shall be solely responsible for repair and restoration of the Improvements and shall bear all the cost and expense of such repair.

11. Recording. This Agreement and any amendments hereto may be recorded and shall constitute a covenant running with the Development Property.

12. Amendment. The terms hereof shall not be amended or modified, except by written amendment signed by all parties.

13. Indemnity. Owner shall indemnify and hold City harmless for any claims, expenses, demand, losses, or injuries to any and all persons or property arising out of the maintenance responsibilities of Owner under this Agreement.

14. Retaking. In the event City needs to permanently retake the portion of the 24th Avenue South public right-of-way used for diagonal parking or landscaping, City will provide Owner written notice ninety (90) days in advance and this Agreement shall be terminated.

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

IN WITNESS HEREOF, the parties have executed this instrument and have caused their hands and seals to be affixed hereto the day and year written below.

[remainder of page intentionally left blank]

Owner:

Makt, LLC

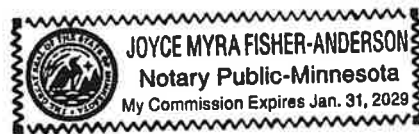
By: Steeplechase Advisors, LLC ("Steeplechase"), solely in its capacity as Receiver under that certain *Stipulated Order Appointing Receiver* (the "Order") entered by the District Court for Cass County, East Central Judicial District, State of North Dakota (the "Court") on April 29, 2025, in the civil action, captioned, *Bremer Bank v. Makt, LLC*, Court File No. 09-2025-CV-01797, pursuant to which the Court appointed Steeplechase as general receiver over Makt, LLC and the Property, as defined in the Order, and, in accordance therewith, granted Steeplechase with the powers and authority usually held by a general receiver and identified in § 32-10-04 N.D.C.C., except as otherwise set forth in the Order.

By: [Signature]
Its: Consultant

STATE OF MINNESOTA)
)ss.
COUNTY OF HENNEPIN)

On this 14th day of October, 2025, before, a notary public in and for said county and state, personally appeared Eddie Doherty, consultant for Steeplechase Advisors, LLC, solely in its capacity as Receiver, the person described in and that executed the within and foregoing instrument, and acknowledge to me that said person executed the same.

[Signature: Joyce Myra Fisher-Anderson]
Notary Public
Hennepin County, State of Minnesota
My Commission expires: 1/31/29



City of Fargo, a municipal corporation

Timothy J Mahoney, Mayor

ATTEST

Steve Sprague, City Auditor

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

On this ____ day of _____, 2025, 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 City Auditor, respectively, of the City of Fargo, Cass County, North Dakota, the municipal corporation described in and that executed the within and foregoing instrument, and acknowledged to me that said municipal corporation executed the same.

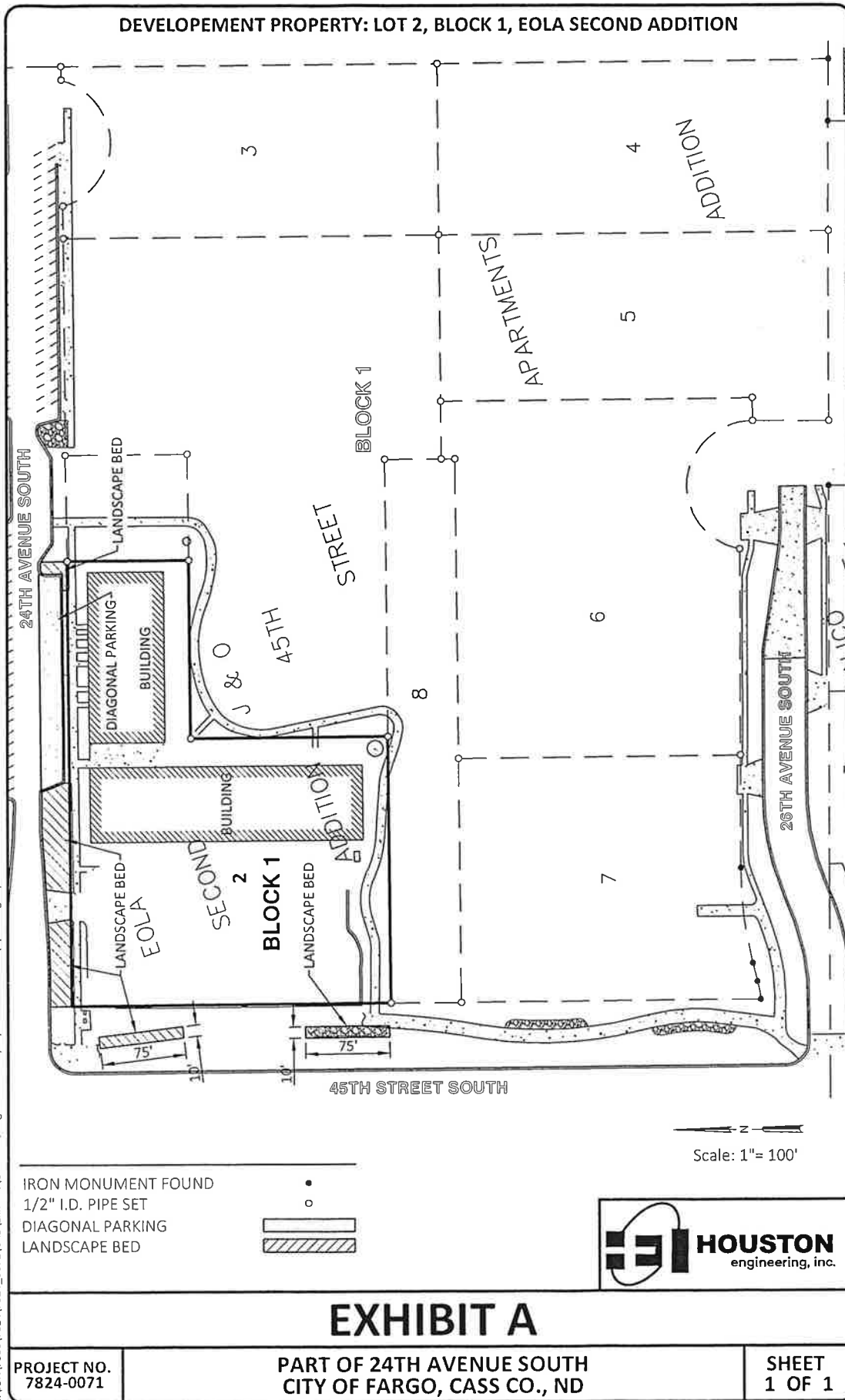
Notary Public
Cass County, ND
My Commission expires:

(SEAL)

Exhibit A

(Attach site map depicting location of diagonal parking spaces and existing landscaping beds)

H:\BN\7800\7824\7824_0071\CAD\Exhibits\Exhibit 4.dwg-EXHIBIT A-9/11/2025 12:48 PM-(bpattengale)



MAINTENANCE AGREEMENT
(Public Right of Way)

This Maintenance Agreement ("Agreement") is made and entered into this _____ day of _____ 2025, by and between **CHRISTOPHER H. CROWE, AS TRUSTEE OF THE CHRISTOPHER H. CROWE REVOCABLE TRUST, DATED THE 12th DAY OF OCTOBER, 2015**, whose address is 465 Alyssa Lane, The Villages, Florida, 32163-5929, its successors and assigns ("Owner"), and **THE CITY OF FARGO, NORTH DAKOTA**, a municipal corporation, 225 4th Street North, Fargo, North Dakota 58102 ("City").

Recitals

1. Owner is the owner of a tract of real property located in the City of Fargo, Cass County, North Dakota, hereinafter referred to as "Development Property", more particularly described as:

Lot 2, Block 1, EOLA Addition, to the City of Fargo, Cass County, North Dakota.

The Development Property is commonly known as 4415 24th Avenue South, Fargo, ND 58104.

2. Owner may develop and/or re-develop the Development Property in the future.

3. There is presently a Maintenance Agreement dated April 5, 2021 (Document No. 1639829) and Amendment (First) to Maintenance Agreement (Document No. 1639828) (collectively the "Prior Maintenance Agreement") recorded against the Development Property and other property. The parties are entering this Agreement, in part, to revoke, rescind, and replace the existing Maintenance Agreement.

4. The parties are entering this Agreement to also define certain roles and responsibilities with respect to public right-of-way, public infrastructure, and maintenance obligations impacting the Development Property.

NOW, THEREFORE, in consideration of the foregoing, the terms and conditions of this Agreement, and for other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

Agreement

1. Rescission. The parties hereby agree that each will, or has signed an approved Rescission of Maintenance Agreement to revoke and rescind the Prior Maintenance Agreement recorded against the Development Property and other property. The parties hereby agree that the terms of this Agreement shall govern and, upon recordation of the Rescission of Maintenance Agreement, the Prior Maintenance Agreement will be of no further force and effect.

2. No Partnership. This Agreement shall not constitute a partnership or a joint venture by and between Owner and City. Neither party has a right or obligation to bind the other party to any course of action or commitment as it relates to the development of the Development Property. Each of the parties is independent of the other and although they will coordinate their efforts, neither party is assuming any obligation of the other party.

3. Snow Removal. The City will complete the snow plowing of the driving lanes and cul-de-sac of 24th Avenue South, in accordance with the City's standard snow removal policies and procedures. The City will plow to the outer edges of the driving lanes. The City will not remove snow from the public rights-of-way or any portion of the Development Property.

Owner will be responsible for snow plowing of the diagonal parking spaces on the north side of 24th Avenue South which are immediately adjacent to the south boundary line of the Development Property as shown on Exhibit A attached hereto. Owner shall not move snow into the driving lanes of 24th Avenue South. Any removal of snow from 24th Avenue South immediately adjacent to the Development Property shall be completed by the Owner.

4. Landscaping Beds. Owner shall be solely responsible for the maintenance and upkeep of the existing landscaping beds within the public right-of-way of 24th Avenue South, located on the north side of 24th Avenue South immediately adjacent to the south boundary line of the Development Property. The maintenance and upkeep shall include, but not be limited to, cleaning, clearing, removing noxious weeds, mowing, trimming, and planting. The City shall have no financial or operational responsibility for these landscaping beds. Owner hereby acknowledges and agrees that the existing landscaping beds will remain as currently located and Owner will not remove nor alter the size or location of the existing landscaping beds unless Owner obtains prior approval from the City, which approval shall not be unreasonably withheld.

5. Public Improvement – Cul-de-Sac. Additional public right-of-way is being dedicated by the plat of nearby J & O 45th Street Apartments Addition for the creation of a cul-de-sac on the eastern end of 24th Avenue South. The parties hereby agree that the cul-de-sac will become City infrastructure to be owned and maintained by the City.

6. Standards. Owner hereby agrees on behalf of itself, its heirs, designees, agents, representatives, successors, and assigns, that it will perform and fulfill its maintenance responsibilities undertaken herein in good and safe condition in accordance with standards set forth within the Fargo Municipal Code of Ordinances, as applicable.

7. Binding Effect. This Agreement shall be binding upon the successors and assigns of Owner and City.

8. Performance. If Owner fails or refuses to perform its maintenance obligations to a level of standard City policy, procedure, or ordinance, as reasonably determined by City Director of Public Works, City may cause the necessary maintenance to be completed, and all associated actual reasonable out-of-pocket costs thereof shall be assessed against the Development Property.

9. Damage. Notwithstanding the foregoing, if Owner or its contractors, subcontractors, agents or invitees shall damage public improvements or City infrastructure or cause the public right-of-way area to be in a state of disrepair, excluding ordinary wear and tear, then Owner shall be solely responsible for repair and restoration of the public improvements and shall bear all the actual cost and expense of such repair.

10. Recording. This Agreement and any amendments hereto may be recorded and shall constitute a covenant running with the Development Property.

11. Amendment. The terms hereof shall not be amended or modified, except by written amendment signed by all parties.

12. Indemnity. Owner shall indemnify and hold City harmless for any claims, expenses, demands, losses, or injuries to any and all persons or property arising out of the maintenance responsibilities of Owner under this Agreement.

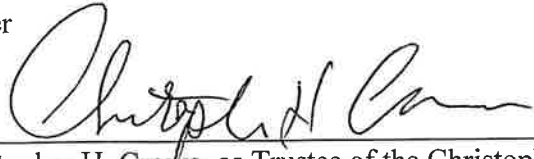
13. Retaking. In the event City needs to permanently retake the portion of the 24th Avenue South public right-of-way used for diagonal parking or landscaping, City will provide Owner written notice ninety (90) days in advance and this Agreement shall be terminated.

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

IN WITNESS HEREOF, the parties have executed this instrument and have caused their hands and seals to be affixed hereto the day and year written below.

Signatures on following pages.

Owner

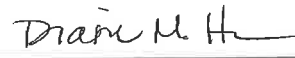
By: 
Christopher H. Crowe, as Trustee of the Christopher H. Crowe Revocable Trust, dated the 12th Day of October, 2015

Minnesota
STATE OF ~~NORTH DAKOTA~~)
COUNTY OF ~~CASS~~ Ottawa)

On this 12 day of September, 2025, before me, a notary public in and for said county and state, personally appeared Christopher H. Crowe, the Trustee of the Christopher H. Crowe Revocable Trust, dated the 12th day of October, 2015, the person described in and that executed the within and foregoing instrument, and acknowledged to me that said person executed the same.



(SEAL)


Notary Public
~~Cass County, ND~~ Ottawa County, MN
My Commission expires: 1-31-2030

City of Fargo, a municipal corporation

Timothy J Mahoney, Mayor

ATTEST

Steve Sprague, City Auditor

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

On this ____ day of _____, 2025, 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 City Auditor, respectively, of the City of Fargo, Cass County, North Dakota, the municipal corporation described in and that executed the within and foregoing instrument, and acknowledged to me that said municipal corporation executed the same.

Notary Public
Cass County, ND
My Commission expires:

(SEAL)

Exhibit A

(Attach site map depicting location of diagonal parking spaces and existing landscaping beds)

(13)

November 10, 2025

Honorable Board of City
Commissioners
City of Fargo
Fargo, North Dakota

Re: Project No. UR-24-C1 Pipeline License Agreement - Revised Exhibit A

Project No. UR-24-C1 consists of boring 16" cased water main under BNSF tracks at 14th Street from NP Avenue to Main Avenue to ultimately replace the existing 14" cast iron pipe that currently crosses at 15th Street South and goes under Site on Sound at 1443 Main Avenue. The project will connect the existing water main on NP Avenue, bore under the BNSF railroad track, through an existing utility easement and be stubbed into Main Avenue for connection during the 2026 Main Avenue Reconstruction Project.

In September of 2024, a Pipeline License Agreement was completed between the City of Fargo and BNSF to allow the installation of the pipe. The Agreement required casing pipe to be installed over the entire BNSF right of way. However, during construction, we determined that installing casing pipe throughout the entire BNSF right of way was not feasible and BNSF agreed.

Attached is a revised "Exhibit A" as an amendment to the original Pipeline License Agreement which allows the City to shorten the limits of the casing pipe which creates enough space for us to install the new water main.

Recommended Motion:

To approve the attached revision to the Exhibit A from the original Pipeline License Agreement number 24W-20534 for Project No. UR-24-C1.

Respectfully,



Shane Geraghty, P.E.
Project Manager



Jones Lang LaSalle Brokerage, Inc.
2650 Lou Menk Dr MOB2
Fort Worth, Texas 76131
tel +1 817-352-6475

EMAILED IN LIEU OF CERTIFIED MAIL

October 24, 2025

City of Fargo
Attn: Shane Geraghty
225 4th Street
N Fargo, ND 58102

Re: Fargo, ND; Agreement #24W-20534 / BF-98318

Dear Mr. Geraghty:

This is in regard to the Exhibit "A" print for the above referenced permit with BNSF Railway Company. The print is being revised to show the change of pipeline location and pipeline specifications.

Please substitute the attached Exhibit "A", drawing no. 91475, dated October 24, 2025, in place of the drawing dated July 24, 2025, originally attached to the above referenced permit.

This letter is a supplement to your Permit, which will remain in effect except as hereby amended.

We suggest that you file this notice with your copy of the above referenced permit.

Jones Lang LaSalle Brokerage Inc. is acting as representative for BNSF Railway Company, formerly known as The Burlington Northern and Santa Fe Railway Company.

Please call me at 817-352-6475 if you have any questions or wish to discuss this further.

Sincerely,

Julie Alexander

Julie Alexander
Director Permits

Agreed and Accepted:

By: 
Dr. Timothy J. Mahoney
Printed Name:

Date: 10/28/25

Enclosure

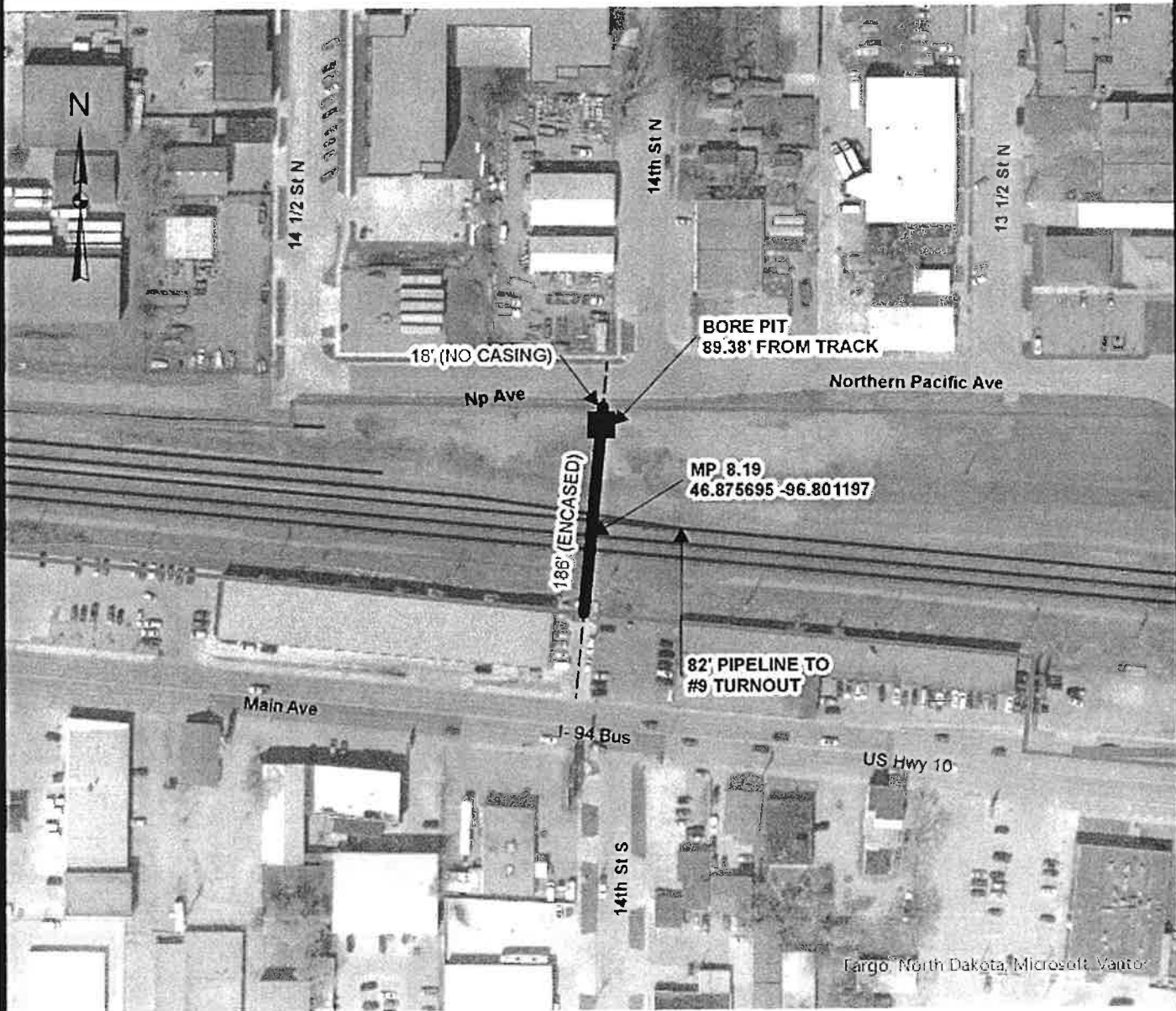
Page 142

SCALE: 1" = 150 FT
 TWIN CITIES DIV.
 KO SUBDIV.
 L.S. 0026 MP: 8.19
 DATE: 10/24/2025

SECTION: 12
 TOWNSHIP & RANGE:
 139N, 49W
 MERIDIAN: 5PM

EXHIBIT "A"

MAP REF. 50927



DESCRIPTION OF PIPELINE
 PIPELINE SHOWN BOLD

	CARRIER PIPE	CASING PIPE		CARRIER PIPE	CASING PIPE
SIZE:	16"	30"	LENGTH ON R/W:	204'	186'
CONTENTS:	POTABLE WATER		WORKING PRESSURE:	-	
PIPE MATERIAL:	PVC	STEEL	BURY: BASE/RAIL TO TOP OF CASING		17.14'
SPECIFICATIONS / GRADE:	C900 DR 21	A252 GRADE 3	BURY: NATURAL GROUND		6.95'
WALL THICKNESS:	0.829"	0.469"	BURY: ROADWAY DITCHES		6.95'
COATING:	-	ABRASION RESISTANT FBE	CATHODIC PROTECTION		NO

VENTS: NUMBER - SIZE - HEIGHT OF VENT ABOVE GROUND -

NOTE: CASING TO BE JACKED OR DRY BORED ONLY

FARGO
 COUNTY OF CASS

STATE OF ND

JNC



Jones Lang LaSalle Brokerage, Inc.
2650 Lou Menk Drive – MOB2
Fort Worth, Texas 76131
tel +1 817-352-6494

August 17, 2024

City of Fargo
Attention: Shane Geraghty
225 4th St
N Fargo, ND 58102

24W-20534

Dear Geraghty:

Enclosed please find one (1) fully executed Pipeline License Agreement. A copy of the executed agreement must be available upon request at the job site as authorization to do the work. ***Please contact BNSF's Scheduling Agent at wilsoncompany.utility.ic@wilsonco.com or 816-556-3624 at least fifteen (15) days in advance of entry and BEFORE YOU DIG, CALL (800) 713-3599 (option 1).***

Licensee must ensure that each of its employees, contractors, agents or invitees entering upon the premises completes the safety orientation program at the website www.BNSFcontractor.com prior to entering upon the premises. The certification is good for one year, and each person entering the premises must possess the card certifying completion.

No encroachment above, below or on BNSF Right-of-Way will be allowed without the presence of an Inspector Coordinator and Flagman. You must contact BNSF's Scheduling Agent to arrange for those services. The scheduling agent may be contacted at wilsoncompany.utility.ic@wilsonco.com or 816-556-3624. The installation contractor must comply with all applicable sections of this agreement, including the requirements of section 16 regarding safety requirements prior to encroaching on BNSF Right-of-Way. The installation contractor must present and maintain a copy of the executed agreement on site for the duration of the installation activities.

Please note that a copy of the executed agreement must be available upon request at job site(s) allowing authorization to do the work.

If you need additional information, please contact me at (817) 352-6494.

Sincerely,

Cory Anderson
Cory Anderson
Manager - Permits

Enclosure

cc: wilsoncompany.utility.ic@wilsonco.com
BNSF Roadmaster - rowcoordinator@bnsf.com

PIPELINE LICENSE

THIS PIPELINE LICENSE ("License") is made to be effective September 30, 2024 (the "Effective Date") by and between **BNST RAILWAY COMPANY**, a Delaware corporation ("Licensor") and **CITY OF FARGO**, a North Dakota ("Licensee").

In consideration of the mutual covenants contained herein, the parties agree to the following:

GENERAL

1. Grant of License. Licensor hereby grants Licensee a non-exclusive license, subject to all rights, interests, and estates of third parties, including, without limitation, any leases, use rights, easements, liens, or other encumbrances, and upon the terms and conditions set forth below, to construct and maintain, in strict accordance with the drawings and specifications approved by Licensor as part of Licensee's application process (the "**Drawings and Specifications**"), One (1) pipelines, 16 inches in diameter inside a 30 inch Steel casing (collectively, the "**Pipeline**"), across or along Licensor's rail corridor at or near the station of Fargo, County of Cass, State of North Dakota, Line Segment 0026, Mile Post 8.19 as shown on the attached Drawing No. 91475, dated July 25, 2024, attached hereto as Exhibit "A" and incorporated herein by reference (the "**Premises**").
2. Term. This License shall commence on the Effective Date and shall continue for a period of twenty-five (25) years, subject to prior termination as hereinafter described.
3. Existing Improvements. Licensee shall not disturb any improvements of Licensor or Licensor's existing lessees, licensees, easement beneficiaries or lien holders, if any, or interfere with the use, repair, maintenance or replacement of such improvements.
4. Use of the Premises. Licensee shall use the Premises solely for construction, maintenance, and use of the Pipeline in accordance with the Drawings and Specifications. The Pipeline shall carry Potable Water, and Licensee shall not use the Pipeline to carry any other material or use the Premises for any other purpose. Licensee is expressly prohibited from using or allowing any telecommunication facilities or equipment within the Premises, or using or allowing the use of the Premises for any other purpose.
5. Alterations. Except as set forth in this License, Licensee may not make any alterations to the Premises or permanently affix anything to the Premises or any buildings or other structures adjacent to the Premises without Licensor's prior written consent.

COMPENSATION

6. License Fee. Licensee shall pay Licensor, prior to the Effective Date, a one-time payment (in lieu of recurring periodic fixed license fees) in the amount the sum of Five Thousand Seven Hundred and No/100 Dollars (\$5700.00) as compensation for the use of the Premises.
7. Costs and Expenses.
 - 7.1 For the purpose of this License, "cost" or "costs" and "expense" or "expenses" includes, but is not limited to, actual labor and material costs including all assignable additives, and material and supply costs at current value where used.
 - 7.2 Licensee agrees to reimburse Licensor (pursuant to the terms of **Section 8** below) for all costs and expenses incurred by Licensor in connection with Licensee's use of the Premises or the presence, construction and maintenance of the Pipeline, including but not limited to the furnishing of Licensor's flaggers and any vehicle rental costs incurred, inspection coordination, safety, mobilization and/or other observation services described in this License (collectively, the "**Services**"). Licensee shall bear the cost of the Services, when deemed necessary by Licensor's representative. Flagging costs shall include, but not be limited to, the following: pay for at least an eight (8) hour basic day with time and one-half or double time for overtime, rest days and holidays (as applicable); vacation allowance; paid holidays (as applicable); railway and

unemployment insurance; public liability and property damage insurance; health and welfare benefits; transportation; meals; lodging and supervision. Negotiations for railway labor or collective bargaining agreements and rate changes authorized by appropriate Federal authorities may increase flagging rates. Flagging rates in effect at the time of performance by the flaggers will be used to calculate the flagging costs pursuant to this **Section 7**.

7.3 Licensors, at its sole discretion, may elect to designate a third party (the "**Scheduling Agent**"), to perform and/or arrange for the performance of the Services.

8. **Payment Terms.** All invoices are due thirty (30) days after the date of invoice. If Licensee fails to pay any monies due to Licensors within thirty (30) days after the invoice date, then Licensee shall pay interest on such unpaid sum from the due date until paid at an annual rate equal to the lesser of (i) the prime rate last published in *The Wall Street Journal* in the preceding December plus two and one-half percent (2-1/2%), or (ii) the maximum rate permitted by law.

LICENSOR'S RESERVED RIGHTS

9. **Reserved Rights of Use.** Licensors excepts and reserves the right, to be exercised by Licensors and any other parties who may obtain written permission or authority from Licensors:

9.1 to maintain, use, operate, repair, replace, modify and relocate any utility, power or communication pipe/lines/cables and appurtenances (other than the Pipeline) and other facilities or structures of like character upon, over, under or across the Premises existing as of the Effective Date;

9.2 to construct, maintain, renew, use, operate, change, modify and relocate any tracks or additional facilities, structures and related appurtenances upon, over, under or across the Premises; or

9.3 to use the Premises in any manner as Licensors in its sole discretion deems appropriate, provided Licensors uses all commercially reasonable efforts to avoid material interference with the use of the Premises by Licensee for the purpose specified in **Section 4** above.

10. **Right to Require Relocation.** If at any time during the term of this License, Licensors desires the use of its rail corridor in such a manner as would, in Licensors's reasonable opinion, be interfered with by the Pipeline, Licensee shall, at its sole expense, within thirty (30) days after receiving written notice from Licensors to such effect, make such changes in the Pipeline as in the sole discretion of Licensors may be necessary to avoid interference with the proposed use of Licensors's rail corridor, including, without limitation, the relocation of the Pipeline, or the construction of a new pipeline to replace the Pipeline. Notwithstanding the foregoing, Licensee agrees to make all emergency changes and minor adjustments, as determined by Licensors in its sole discretion, to the Pipeline promptly upon Licensors's request.

LICENSEE'S OPERATIONS

11. **Construction and Maintenance of the Pipeline.**

11.1 Licensee shall not enter the Premises or commence construction unless accompanied by Licensors's representative, the Scheduling Agent or its designee. Licensee shall notify Licensors's Roadmaster, at telephone 701-280-7232, at least ten (10) business days prior to installation of the Pipeline and prior to entering the Premises for any subsequent maintenance thereon. In the event of emergency, Licensee shall notify Licensors of Licensee's entry onto the Premises at the telephone number above as soon as practicable and shall promptly thereafter follow up with written notice of such entry.

11.2 Licensee's on-site supervisors shall retain/maintain a fully executed copy of this License at all times while on the Premises.

11.3 While on the Premises, Licensee shall use only public roadways to cross from one side of Licensors's tracks to the other.

- 11.4 Any contractors or subcontractors performing work on the Pipeline or entering the Premises on behalf of Licensee shall be deemed servants and agents of Licensee for purposes of this License.
- 11.5 Under no conditions shall Licensee be permitted to conduct any tests, investigations or any other activity using mechanized equipment and/or machinery, or place or store any mechanized equipment, tools or other materials, within twenty-five (25) feet of the centerline of any railroad track on the Premises unless Licensee has obtained prior written approval from Licensor. Licensee shall, at its sole cost and expense, perform all activities on and about the Premises, including without limitation all construction and maintenance of the Pipeline, in such a manner and of such materials as not at any time to endanger or interfere with (i) the existence or use of present or future tracks, roadbeds, or property of Licensor, (ii) the safe operation and activities of Licensor or existing third parties, or (iii) the rights or interests of third parties. If ordered to cease using the Premises at any time by Licensor's personnel due to any hazardous condition, Licensee shall immediately do so. Notwithstanding the foregoing right of Licensor, the parties agree that Licensor has no duty or obligation to monitor Licensee's use of the Premises to determine the safe nature thereof, it being solely Licensee's responsibility to ensure that Licensee's use of the Premises is safe. Neither the exercise nor the failure by Licensor to exercise any rights granted in this Section will alter the liability allocation provided by this License.
- 11.6 Licensee shall, at its sole cost and expense, construct and maintain the Pipeline in such a manner and of such material that the Pipeline will not at any time endanger or interfere with (i) the existence or use of present or future tracks, roadbeds, or property of Licensor, (ii) the safe operation and activities of Licensor or existing third parties, or (iii) the rights or interests of third parties. The construction of the Pipeline shall be completed within one (1) year of the Effective Date, and any subsequent maintenance shall be completed within one (1) year of initiation. Within fifteen (15) days after completion of the construction of the Pipeline or the performance of any subsequent maintenance thereon, Licensee shall, at Licensee's own cost and expense, restore the Premises to substantially their state as of the Effective Date, unless otherwise approved in advance by Licensor in writing. On or before expiration or termination of this License for any reason, Licensee shall, at its sole cost and expense, surrender the Premises to Licensor pursuant to the terms and conditions set forth in **Section 24** hereof.
- 11.7 Licensor may direct one or more of its field engineers or inspectors to observe or inspect the construction and/or maintenance of the Pipeline at any time for compliance with the Drawings and Specifications and Legal Requirements (defined below). Licensee shall reimburse Licensor for the cost of such observation or inspection related services pursuant to **Section 8**. If ordered at any time to halt construction or maintenance of the Pipeline by Licensor's personnel due to non-compliance with the Drawings and Specifications or any other hazardous condition, Licensee shall immediately do so. Notwithstanding the foregoing right of Licensor, the parties agree that Licensor has no duty or obligation to observe or inspect, or to halt work on, the Pipeline, it being solely Licensee's responsibility to ensure that the Pipeline is constructed and maintained in strict accordance with the Drawings and Specifications and in a safe and workmanlike manner in compliance with all terms hereof. Neither the exercise of, nor the failure by Licensor to exercise, any right granted by this Section will alter in any way the liability allocation provided by this License. If at any time Licensee shall, in the sole judgment of Licensor, fail to properly perform its obligations under this **Section 11**, Licensor may, at its option and at Licensee's sole expense, arrange for the performance of such work as it deems necessary for the safety of its operations and activities. Licensee shall promptly reimburse Licensor for all costs and expenses of such work, pursuant to the terms of **Section 8**. Licensor's failure to perform any obligations of Licensee shall not alter the liability allocation hereunder.
- 11.8 When approved in advance by Licensor, for any horizontal directional drilling ("HDD") the cutting head must travel at 0.0% grade (or downward) beginning 25' (minimum) from centerline of track until it reaches a point 25' (minimum) from the centerline of track. Minimum pressure must be applied to pumping the slurry to the cutting head during drilling. This will deter the bentonite slurry used for lubrication from seeping up and fouling the track roadbed. A Flagman must be present during installation and will monitor the ballast and roadbed.

12. Boring and Excavation.

- 12.1 Prior to Licensee conducting any boring, excavation, or similar work on or about any portion of the Premises, Licensee shall contact the applicable State's call-before-you-dig utility location service to have 3rd parties mark the location of utilities. Licensee shall explore the proposed location for such work with hand tools to a depth of at least three (3) feet below the surface of the ground to determine whether pipelines or other structures exist below the surface, provided, however, that in lieu of the foregoing hand-tool exploration, Licensee shall have the right to use suitable detection equipment or other generally accepted industry practice (e.g., consulting with the United States Infrastructure Corporation) to determine the existence or location of pipelines and other subsurface structures prior to drilling or excavating with mechanized equipment. Licensee shall request information from Licensor concerning the existence and approximate location of Licensor's underground lines, utilities, and pipelines at or near the vicinity of the proposed Pipeline by contacting Licensor's Telecommunications Helpdesk, currently at 1-800-713-3599 (option1), at least ten (10) business days prior to installation of the Pipeline. Upon receiving Licensee's timely request, Licensor will provide Licensee with the information Licensor has in its possession regarding any existing underground lines, utilities, and pipelines at or near the vicinity of the proposed Pipeline and, if applicable, identify the location of such lines on the Premises pursuant to Licensor's standard procedures. Licensor does not warrant the accuracy or completeness of information relating to subsurface conditions of the Premises and Licensee's operations will be subject at all times to the liability provisions herein.
- 12.2 For all bores greater than 26-inch diameter and at a depth less than 10.0 feet below bottom of rail, a soil investigation must be performed by Licensee and reviewed by Licensor prior to construction. This study is to determine if granular material is present, and to prevent subsidence during the installation process. If the investigation determines in Licensor's reasonable opinion that granular material is present, Licensor may select a new location for Licensee's use, or may require Licensee to furnish for Licensor's review and approval, in Licensor's sole discretion, a remedial plan to deal with the granular material. Once Licensor has approved any such remedial plan in writing, Licensee shall, at Licensee's sole cost and expense, carry out the approved plan in accordance with all terms thereof and hereof.
- 12.3 No wells shall be installed without prior written approval from Licensor.
- 12.4 Any open hole, boring, or well constructed on the Premises by Licensee shall be safely covered and secured at all times when Licensee is not working in the actual vicinity thereof. Following completion of that portion of the work, all holes or borings constructed on the Premises by Licensee shall be:
- 12.4.1 filled in to surrounding ground level with compacted bentonite grout; or
- 12.4.2 otherwise secured or retired in accordance with any applicable Legal Requirement. No excavated materials may remain on Licensor's property for more than ten (10) days, but must be properly disposed of by Licensee in accordance with applicable Legal Requirements.

LIABILITY AND INSURANCE13. Liability and Indemnification.

- 13.1 For purposes of this License: (a) "**Indemnitees**" means Licensor and Licensor's affiliated companies, partners, successors, assigns, legal representatives, officers, directors, shareholders, employees, and agents; (b) "**Liabilities**" means all claims, liabilities, fines, penalties, costs, damages, losses, liens, causes of action, suits, demands, judgments, and expenses (including, without limitation, court costs, reasonable attorneys' fees, costs of investigation, removal and remediation, and governmental oversight costs) environmental or otherwise; and (c) "**Licensee Parties**" means Licensee and Licensee's officers, agents, invitees,

licensees, employees, or contractors, or any party directly or indirectly employed by any of them, or any party they control or exercise control over.

- 13.2 TO THE FULLEST EXTENT PERMITTED BY LAW, LICENSEE SHALL, AND SHALL CAUSE ITS CONTRACTOR TO, RELEASE, INDEMNIFY, DEFEND AND HOLD HARMLESS INDEMNITEES FOR, FROM, AND AGAINST ANY AND ALL LIABILITIES OF ANY NATURE, KIND, OR DESCRIPTION DIRECTLY OR INDIRECTLY ARISING OUT OF, RESULTING FROM, OR RELATED TO (IN WHOLE OR IN PART):
- 13.2.1 THIS LICENSE, INCLUDING, WITHOUT LIMITATION, ITS ENVIRONMENTAL PROVISIONS,
- 13.2.2 ANY RIGHTS OR INTERESTS GRANTED PURSUANT TO THIS LICENSE,
- 13.2.3 LICENSEE'S OCCUPATION AND USE OF THE PREMISES,
- 13.2.4 THE ENVIRONMENTAL CONDITION AND STATUS OF THE PREMISES CAUSED BY OR CONTRIBUTED TO BY LICENSEE, OR
- 13.2.5 ANY ACT OR OMISSION OF ANY LICENSEE PARTY.
- 13.3 TO THE FULLEST EXTENT PERMITTED BY LAW, LICENSEE NOW AND FOREVER WAIVES AND WILL INDEMNIFY, DEFEND, AND HOLD THE INDEMNITEES HARMLESS FROM ANY AND ALL CLAIMS THAT BY VIRTUE OF ENTERING INTO THIS LICENSE, LICENSOR IS A GENERATOR, OWNER, OPERATOR, ARRANGER, OR TRANSPORTER FOR THE PURPOSES OF THE COMPREHENSIVE ENVIRONMENTAL RESPONSE, COMPENSATION, AND LIABILITY ACT, AS AMENDED ("CERCLA") OR OTHER ENVIRONMENTAL LAWS (DEFINED BELOW). NOTHING IN THIS LICENSE IS MEANT BY EITHER PARTY TO CONSTITUTE A WAIVER OF ANY INDEMNITEE'S COMMON CARRIER DEFENSES AND THIS LICENSE SHOULD NOT BE SO CONSTRUED. IF ANY AGENCY OR COURT CONSTRUES THIS LICENSE TO BE A WAIVER OF ANY INDEMNITEE'S COMMON CARRIER DEFENSES, LICENSEE AGREES TO INDEMNIFY, HOLD HARMLESS, AND DEFEND INDEMNITEES FOR ANY LIABILITIES RELATED TO THAT CONSTRUCTION OF THIS LICENSE. IN NO EVENT AS BETWEEN LICENSOR AND LICENSEE AS TO USE OF THE PREMISES AS CONTEMPLATED BY THIS LICENSE SHALL LICENSOR BE RESPONSIBLE TO LICENSEE FOR THE ENVIRONMENTAL CONDITION OF THE PREMISES.
- 13.4 IF ANY EMPLOYEE OF ANY LICENSEE PARTY ASSERTS THAT HE OR SHE IS AN EMPLOYEE OF ANY INDEMNITEE, TO THE FULLEST EXTENT PERMITTED BY LAW, LICENSEE SHALL, AND SHALL CAUSE ITS CONTRACTOR TO, RELEASE, INDEMNIFY, DEFEND, AND HOLD THE INDEMNITEES HARMLESS FROM AND AGAINST ANY LIABILITIES ARISING OUT OF OR RELATED TO (IN WHOLE OR IN PART) ANY SUCH ASSERTION INCLUDING, BUT NOT LIMITED TO, ASSERTIONS OF EMPLOYMENT BY AN INDEMNITEE RELATED TO THE FOLLOWING OR ANY PROCEEDINGS THEREUNDER: THE FEDERAL EMPLOYERS' LIABILITY ACT, THE SAFETY APPLIANCE ACT, THE LOCOMOTIVE INSPECTION ACT, THE OCCUPATIONAL SAFETY AND HEALTH ACT, THE RESOURCE CONSERVATION AND RECOVERY ACT, AND ANY SIMILAR STATE OR FEDERAL STATUTE.
- 13.5 THE FOREGOING OBLIGATIONS OF LICENSEE SHALL NOT APPLY TO THE EXTENT LIABILITIES ARE PROXIMATELY CAUSED BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF ANY INDEMNITEE, BUT SHALL APPLY TO ALL OTHER LIABILITIES, INCLUDING THOSE ARISING FROM OR ATTRIBUTED TO ANY OTHER ALLEGED OR ACTUAL NEGLIGENCE, INTENTIONAL ACTS, OR STRICT LIABILITY OF ANY INDEMNITEE.
- 13.6 Upon written notice from Licensor, Licensee agrees to assume the defense of any lawsuit or other proceeding brought against any Indemnatee by any entity, relating to any matter covered by this License for which Licensee has an obligation to assume liability for and/or save and hold harmless

any Indemnitee. Licensee shall pay all costs and expenses incident to such defense, including, but not limited to, reasonable attorneys' fees, investigators' fees, litigation and appeal expenses, settlement payments, and amounts paid in satisfaction of judgments.

14. **Personal Property Risk of Loss.** ALL PERSONAL PROPERTY, INCLUDING, BUT NOT LIMITED TO, FIXTURES, EQUIPMENT, OR RELATED MATERIALS UPON THE PREMISES WILL BE AT THE RISK OF LICENSEE ONLY, AND NO INDEMNITEE WILL BE LIABLE FOR ANY DAMAGE THERETO OR THEFT THEREOF, WHETHER OR NOT DUE IN WHOLE OR IN PART TO THE NEGLIGENCE OF ANY INDEMNITEE.
15. **Insurance.** Licensee shall, at its sole cost and expense, procure and maintain during the term of this License the following insurance coverage:

15.1 **Commercial General Liability "CGL" Insurance.**

- a. The policy will provide a minimum of \$5,000,000 per occurrence and an aggregate limit of at least \$10,000,000 but in no event will the coverage be in an amount less than the amount otherwise carried by Licensee. Coverage must be purchased on a post 2004 ISO occurrence form or equivalent and include coverage for, but not limited to, the following:
 - Bodily Injury and Property Damage
 - Personal Injury and Advertising Injury
 - Fire legal liability
 - Products and completed operations
 - Contractual Liability for an "Insured Contract" consistent with the definition under the standard ISO general liability policy form.
- b. This policy will include the following endorsements or language, which shall be indicated on or attached to the certificate of insurance:
 - The definition of "Insured Contract" will be amended to remove any exclusion or other limitation for any work being done within 50 feet of Licensor's property;
 - Waiver of subrogation in favor of and acceptable to Licensor;
 - Additional insured endorsement in favor of and acceptable to Licensor and Jones Lang LaSalle Brokerage, Inc. to include coverage for ongoing and completed operations;
 - Separation of insureds;
 - The policy shall be primary and non-contributing with respect to any insurance carried by Licensor.
- c. The parties agree that the workers' compensation and employers' liability related exclusions in the CGL policy(s) are intended to apply to employees of the policyholder and will not apply to Licensor's employees.
- d. No other endorsements that limit coverage with respect to Licensee's obligations under this agreement may be included on the policy.

15.2 **Business Automobile Insurance.**

- a. The insurance will provide minimum coverage with a combined single limit of at least \$1,000,000 per accident, and include coverage for, but not limited to the following:
 - Bodily injury and property damage.
 - Any and all vehicles owned, used or hired.
- b. The policy will include the following endorsements or language, which will be indicated on or attached to the certificate of insurance:
 - Waiver of subrogation in favor of and acceptable to Licensor;
 - Additional insured endorsement in favor of and acceptable to Licensor;
 - Separation of insureds;
 - The policy shall be primary and non-contributing with respect to any insurance carried by Licensor.

15.3 Workers' Compensation and Employers' Liability Insurance.

- a. The policy will provide coverage of all employees performing any part of the installation or maintenance of the Pipeline including coverage for, but not limited to:
 - Licensee's statutory liability under the workers' compensation laws of the state(s) in which the work or services under this agreement are to be performed. The policy will cover all of Licensee's employees, regardless of whether such coverage is optional under the law of that state(s).
 - Employers' Liability (Part B) with limits of at least \$500,000 each accident, \$500,000 by disease policy limit, \$500,000 by disease each employee.
- b. The policy will include contain the following endorsements or language, which shall be indicated on or attached to the certificate of insurance:
 - Waiver of subrogation in favor of and acceptable to Licensor.

15.4 Railroad Protective Liability Insurance. The policy will name only Licensor as the Insured and will provide coverage of at least \$5,000,000 per occurrence and \$10,000,000 in the aggregate. The coverage obtained under this policy shall only be effective during the initial installation and/or construction of the Pipeline. **THE CONSTRUCTION OF THE PIPELINE SHALL BE COMPLETED WITHIN ONE (1) YEAR OF THE EFFECTIVE DATE.** If further maintenance of the Pipeline is needed at a later date, an additional Railroad Protective Liability Insurance Policy shall be required. The policy will be issued on a standard ISO form CG 00 35 12 04 and include the following:

- Endorsed to include the Pollution Exclusion Amendment.
- Endorsed to include the Limited Seepage and Pollution Endorsement.
- Endorsed to remove any exclusion for punitive damages.
- Endorsed to include Evacuation Expense Coverage Endorsement.
- No other endorsements restricting coverage may be added.
- The original policy must be provided to Licensor and Licensee shall not perform any work or services of any kind under this agreement until Licensor has reviewed and approved the policy.
- The definition of "Physical Damage to Property" will be endorsed to read: "means direct and accidental loss of or damage to all property owned by any named insured and all property in any named insured's care, custody and control (including, but not limited to rolling stock and their contents, mechanical construction equipment or motive power equipment, railroad tracks, roadbeds, catenaries, signals, tunnels, bridges and buildings) arising out of the acts or omissions of the contractor named on the Declarations."

In lieu of providing a Railroad Protective Liability Policy, for a period of one (1) year from the Effective Date, Licensee may participate in Licensor's Blanket Railroad Protective Liability Insurance Policy available to Licensee or its contractor. The limits of coverage are the same as above. The cost is \$1266.00.

- ☐ Licensee may **elect** to participate in Licensor's Blanket Policy;
- ☐ Licensee **declines** to participate in Licensor's Blanket Policy.

15.5 Intentionally deleted**15.6 Other Requirements:**

15.6.1 Where allowable by law, no exclusion for punitive damages may be included in any policy.

15.6.2 Licensee agrees to waive its right of recovery against Licensor for all claims and suits against Licensor. In addition, Licensee's insurers, through the terms of the policy or policy endorsement, waive their right of subrogation against Licensor for all claims and suits. Licensee further waives its right of recovery, and its insurers also waive their right of

subrogation against Licensor for loss of Licensee's owned or leased property or property under Licensee's care, custody, or control.

- 15.6.3 Allocated Loss Expense, including but not limited to defense costs and expenses, will be in addition to all policy limits for coverage under the insurance requirements.
- 15.6.4 Licensee is not allowed to self-insure without the prior written consent of Licensor. If Licensor allows Licensee to self-insure, Licensee shall directly cover any self-insured retention or other financial responsibility for claims in lieu of insurance. Any and all Licensor liabilities that would otherwise be covered by Licensee's insurance in accordance with the provisions of this agreement, will be covered as if Licensee elected not to include a self-insured retention or other financial responsibility for claims.
- 15.6.5 Prior to entering the Premises or commencing any work related to the installation or subsequent maintenance of the Pipeline, Licensee shall furnish to Licensor an acceptable certificate(s) of insurance from an authorized representative evidencing the required coverage(s), endorsements, and amendments.
- 15.6.6 Licensee shall notify BNSF in writing at least 30 days prior to any cancellation, non-renewal, substitution or material alteration of any insurance requirement.
- 15.6.7 Any insurance policy shall be written by a reputable insurance company acceptable to Licensor or with a current Best's Guide Rating of A- and Class VII or better, and authorized to do business in the state(s) in which the service is to be provided.
- 15.6.8 If the coverage provided by any of the insurance policies required by this agreement is purchased on a "claims made" basis, Licensee hereby agrees to maintain coverage in force for a minimum of three years after expiration, cancellation or termination of this agreement.
- 15.6.9 Licensee agrees to provide evidence to Licensor that it has the required coverage in place at least annually or in the event of a renewal or material change of coverage
- 15.6.10 Licensee represents that this License has been thoroughly reviewed by Licensee's insurance agent(s)/broker(s), and that Licensee has instructed them to procure the insurance coverage required by this License.
- 15.6.11 Not more frequently than once every five years, Licensor may, at its discretion, reasonably modify the insurance requirements to reflect the then-current risk management practices in the railroad industry and underwriting practices in the insurance industry.
- 15.6.12 If Licensee will subcontract any portion of the operation, Licensee shall require that the subcontractor provide and maintain insurance coverage(s) as set forth herein, naming Licensor as an additional insured. In addition, Licensee shall require that the subcontractor shall release, defend and indemnify Licensee to the same extent and under the same terms and conditions as Licensee is required to release, defend and indemnify Licensor under this agreement.
- 15.6.13 Failure to provide evidence as required by this section shall entitle, but not require, Licensor to terminate this License immediately. Acceptance of a certificate that does not comply with this section shall not operate as a waiver of Licensee's obligations hereunder.
- 15.6.14 The fact that Licensee obtains insurance (including, without limitation, self-insurance) shall not release or diminish Licensee's liabilities or obligations including, without limitation, the liabilities and obligations under the indemnity provisions of the License. Damages recoverable by Licensor shall not be limited by the amount of the required insurance coverage.

15.6.15 In the event of a claim or lawsuit involving BNSF arising out of this Agreement, Licensee will make the policy covering such claims or lawsuits available to BNSF.

15.6.16 If Licensee maintains broader coverage and/or higher limits than the minimum requirements in this Agreement, BNSF requires and shall be entitled to the broader coverage and/or the higher limits. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to BNSF.

15.6.17 These insurance provisions are intended to be a separate and distinct obligation on the part of the Licensee. Therefore, these provisions shall be enforceable and Licensee shall be bound thereby regardless of whether or not indemnity provisions are determined to be enforceable in the jurisdiction in which the work or services are performed under this License.

15.6.18 For purposes of this **Section 15**, Licensors shall mean "Burlington Northern Santa Fe, LLC", "BNSF Railway Company" and the subsidiaries, successors, assigns and affiliates of each.

COMPLIANCE WITH LAWS, REGULATIONS, AND ENVIRONMENTAL MATTERS

16. Compliance with Laws, Rules, and Regulations.

- 16.1 Licensee shall observe and comply with any and all applicable federal, state, local, and tribal laws, statutes, regulations, ordinances, orders, covenants, restrictions, or decisions of any court of competent jurisdiction ("**Legal Requirements**") relating to the construction, maintenance, and use of the Pipeline and the use of the Premises.
- 16.2 Prior to entering the Premises, Licensee shall and shall cause its contractor(s) to comply with all of Licensors' applicable safety rules and regulations. Licensee must ensure that each of its employees, contractors, agents or invitees entering upon the Premises completes the safety orientation program at the Website "www.BNSFcontractor.com" (the "**Safety Orientation**") within one year prior to entering upon the Premises. Additionally, Licensee must ensure that each and every employee of Licensee, its contractors, agents and invitees possess a card certifying completion of the Safety Orientation prior to entering upon the Premises. Licensee must renew (and ensure that its contractors, agents or invitees, as applicable, renew) the Safety Orientation annually.
- 16.3 Licensee shall obtain on or before the date it or its contractor enters the Premises, any and all additional rights-of way, easements, licenses and other agreements relating to the grant of rights and interests in and/or access to the Premises (collectively, the "**Rights**") and such other rights, licenses, permits, authorizations, and approvals (including without limitation, any necessary local, state, federal or tribal authorizations and environmental permits) that are necessary in order to permit Licensee to construct, maintain, own and operate the Pipeline and otherwise to perform its obligations hereunder in accordance with the terms and conditions hereof.
- 16.4 Licensee shall either require that the initial stated term of each such Rights be for a period that does not expire, in accordance with its ordinary terms, prior to the last day of the term of this License or, if the initial stated term of any such Right expires in accordance with its ordinary terms on a date earlier than the last day of the term of this License, Licensee shall, at its cost, exercise any renewal rights thereunder, or otherwise acquire such extensions, additions and/or replacements as may be necessary, in order to cause the stated term thereof to be continued until a date that is not earlier than the last day of the term of this License.
- 16.5 Upon the expiration or termination of any Right that is necessary in order for Licensee to own, operate or use the Pipeline in accordance with the terms and conditions of this License, this License thereby shall automatically expire upon such expiration or termination of the Right.

17. Environmental.

- 17.1 Licensee shall strictly comply with Environmental Laws (as defined below). Licensee shall not maintain a treatment, storage, transfer or disposal facility, or underground storage tank, as defined by Environmental Laws on the Premises. Licensee shall not release or suffer the release of oil or Hazardous Materials (as defined below) on or about the Premises.
- 17.2 Except as specifically set forth in Section 4 of this License, Licensee covenants that it will not handle or transport Hazardous Materials through the Pipeline or on Licensors property. Upon request by Licensors, Licensee agrees to furnish Licensors with proof, satisfactory to Licensors, that Licensee is in compliance with the provisions of this **Section 17.2**.
- 17.3 Licensee shall give Licensors immediate notice to Licensors Resource Operations Center at (800) 832-5452 of any known (i) release of Hazardous Materials on, from, or affecting the Premises, (ii) violation of Environmental Laws, or (iii) inspection or inquiry by governmental authorities charged with enforcing Environmental Laws with respect to Licensees use of the Premises. Licensee shall use its best efforts to immediately respond to any release on, from, or affecting the Premises. Licensee also shall give Licensors prompt notice of all measures undertaken on behalf of Licensee to investigate, remediate, respond to or otherwise cure such release or violation.
- 17.4 If Licensors has notice from Licensee or otherwise of a release or violation of Environmental Laws arising in any way with respect to the Pipeline which occurred or may occur during the term of this License, Licensors may require Licensee, at Licensees sole risk and expense, to take timely measures to investigate, remediate, respond to or otherwise cure such release or violation affecting the Premises or Licensors right-of-way.
- 17.5 Licensee shall immediately report to Licensors Resource Operations Center at (800) 832-5452 any conditions or activities upon the Premises known to Licensee which create a risk of harm to persons, property or the environment and shall take all reasonable actions necessary to prevent injury to persons, property, or the environment arising out of such conditions or activities; provided, however, that Licensees reporting to Licensors shall not relieve Licensee of any obligation whatsoever imposed on it by this License. Licensee shall promptly respond to Licensors request for information regarding said conditions or activities.
- 17.6 During the term of this License, Licensors may, at Licensors option, require Licensee to conduct an environmental audit, including but not limited to sampling, of the Premises through an environmental consulting engineer acceptable to Licensors, at Licensees sole cost and expense, to determine if any noncompliance or environmental damage to the Premises has occurred during occupancy thereof by Licensee. The audit shall be conducted to Licensors satisfaction and a copy of the audit report shall promptly be provided to Licensors for its review. Licensee shall pay all expenses for any remedial or corrective action that may be required as a result of said audit to correct any noncompliance or environmental damage, and Licensee shall diligently pursue and complete all necessary work prior to termination of this License. Licensees obligations under this Section 17.6 shall survive termination of this License.
- 17.7 Notwithstanding anything in this Section 17, the parties agree that Licensors has no duty or obligation to monitor Licensees use of the Premises to determine Licensees compliance with Environmental Laws, it being solely Licensees responsibility to ensure that Licensees use of the Premises is compliant. Neither the exercise nor the failure by Licensors to exercise any rights granted in this Section will alter the liability allocation provided by this License.
- 17.8 "**Environmental Law(s)**" shall mean any federal, state, local, or tribal law, statute, ordinance, code, rule, regulation, policy, common law, license, authorization, decision, order, or injunction which pertains to health, safety, any Hazardous Material, or the environment (including but not limited to ground, air, water, or noise pollution or contamination, and underground or above-ground tanks) and shall include, without limitation, CERCLA 42 U.S.C. §9601 et seq.; the Resource Conservation and Recovery Act, 42 U.S.C. §6901 et seq.; the Hazardous Materials Transportation Act, 49 U.S.C. §5101 et seq.; the Federal Water Pollution Control Act, 33 U.S.C.

§1251 et seq.; the Clean Air Act, 42 U.S.C. §7401 et seq.; the Toxic Substances Control Act, 15 U.S.C. §2601 et seq.; the Safe Drinking Water Act, 42 U.S.C. §300f et seq.; the Emergency Planning and Community Right-to-Know Act, 42 U.S.C. 11001 et seq.; the Federal Insecticide, Fungicide and Rodenticide Act, 7 U.S.C. 136 to 136y; the Oil Pollution Act, 33 U.S.C. 2701 et seq.; and the Occupational Safety and Health Act, 29 U.S.C. 651 et seq.; all as have been amended from time to time, and any other federal, state, local, or tribal environmental requirements, together with all rules, regulations, orders, and decrees now or hereafter promulgated under any of the foregoing, as any of the foregoing now exist or may be changed or amended or come into effect in the future.

- 17.9 "Hazardous Material(s)" shall include but shall not be limited to any substance, material, or waste that is regulated by any Environmental Law or otherwise regulated by any federal, state, local, or tribal governmental authority because of toxic, flammable, explosive, corrosive, reactive, radioactive or other properties that may be hazardous to human health or the environment, including without limitation asbestos and asbestos-containing materials, radon, petroleum and petroleum products, urea formaldehyde foam insulation, methane, lead-based paint, polychlorinated biphenyl compounds, hydrocarbons or like substances and their additives or constituents, pesticides, agricultural chemicals, and any other special, toxic, or hazardous (i) substances, (ii) materials, or (iii) wastes of any kind, including without limitation those now or hereafter defined, determined, or identified as "hazardous chemicals", "hazardous substances," "hazardous materials," "toxic substances," or "hazardous wastes" in any Environmental Law.

DISCLAIMER OF WARRANTIES

18. **No Warranties.**

18.1 **LICENSOR'S DUTIES AND WARRANTIES ARE LIMITED TO THOSE EXPRESSLY STATED IN THIS LICENSE AND SHALL NOT INCLUDE ANY IMPLIED DUTIES OR IMPLIED WARRANTIES, NOW OR IN THE FUTURE. NO REPRESENTATIONS OR WARRANTIES HAVE BEEN MADE BY LICENSOR OTHER THAN THOSE CONTAINED IN THIS LICENSE. LICENSEE HEREBY WAIVES ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE PREMISES OR WHICH MAY EXIST BY OPERATION OF LAW OR IN EQUITY, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY, HABITABILITY OR FITNESS FOR A PARTICULAR PURPOSE.**

18.2 **LICENSOR MAKES NO WARRANTY, REPRESENTATION OR CONDITION OF ANY KIND, EXPRESS OR IMPLIED, CONCERNING (A) THE SCOPE OF THE LICENSE OR OTHER RIGHTS GRANTED HEREUNDER TO LICENSEE OR (B) WHETHER OR NOT LICENSEE'S CONSTRUCTION, MAINTENANCE, OWNERSHIP, USE OR OPERATION OF THE PIPELINE WILL VIOLATE OR INFRINGE UPON THE RIGHTS, INTERESTS AND ESTATES OF THIRD PARTIES, INCLUDING, WITHOUT LIMITATION, ANY LEASES, USE RIGHTS, EASEMENTS AND LIENS OF ANY THIRD PARTY.**

19. **Disclaimer of Warranty for Quiet Enjoyment. LICENSOR DOES NOT WARRANT ITS TITLE TO THE PREMISES NOR UNDERTAKE TO DEFEND LICENSEE IN THE PEACEABLE POSSESSION OR USE THEREOF. NO COVENANT OF QUIET ENJOYMENT IS MADE.**

20. **Eviction at Risk of Licensee. In case of the eviction of Licensee by anyone owning, claiming title to, or claiming any interest in the Premises, or by the abandonment by Licensor of the affected rail corridor, Licensor shall not be liable (i) to refund Licensee any compensation paid hereunder, except for the pro-rata part of any recurring charge paid in advance, or (ii) for any damages or costs Licensee sustains in connection with the eviction.**

LIENS AND TAXES

21. **Liens and Charges. Licensee shall promptly pay and discharge any and all liens arising out of any construction, alterations or repairs done, suffered or permitted to be done by Licensee on the Premises. Licensor is hereby authorized to post any notices or take any other action upon or with respect to the**

Premises that is or may be permitted by law to prevent the attachment of any such liens to the Premises; provided, however, that failure of Licensor to take any such action shall not relieve Licensee of any obligation or liability under this **Section 21** or any other Section of this License.

22. Taxes. Licensee shall pay when due any taxes, assessments or other charges (collectively, "**Taxes**") levied or assessed by any governmental or quasi-governmental body upon the Pipeline or any other improvements constructed or installed on the Premises by or for Licensee (collectively, the "**Improvements**") or any Taxes levied or assessed against Licensor or the Premises that are attributable to the Improvements.

DEFAULT, TERMINATION, AND SURRENDER

23. Default and Termination. In addition to and not in limitation of Licensor's right to terminate for failure to provide evidence of insurance as required pursuant to the terms of **Section 15**, the following events are also deemed to be events of default pursuant to which Licensor has the right to terminate as set forth below:
- 23.1 If default shall be made in any of Licensee's covenants, agreements, or obligations contained in this License and Licensee fails to cure said default within thirty (30) days after written notice is provided to Licensee by Licensor, or in case of any assignment or transfer of this License in violation of **Section 26** below, Licensor may, at its option, terminate this License by serving five (5) days' notice in writing upon Licensee. Notwithstanding the foregoing, Licensor shall have the right to terminate this License immediately if Licensee fails to provide evidence of insurance as required in **Section 15**.
- 23.2 Should Licensee not comply fully with the obligations of **Section 17** regarding the handling or transporting of Hazardous Materials, notwithstanding anything contained in any other provision of this License, Licensor may, at its option, terminate this License by serving five (5) days' notice in writing upon Licensee.
- 23.3 Any waiver by Licensor of any default or defaults shall not constitute a waiver of the right to terminate this License for any subsequent default or defaults, nor shall any such waiver in any way affect Licensor's ability to enforce any Section of this License. The remedies set forth in this **Section 23** shall be in addition to, and not in limitation of, any other remedies that Licensor may have at law or in equity.
- 23.4 In addition to and not in limitation of Licensor's rights to terminate this License for failure to provide evidence of insurance or occurrence of defaults as described above, this License may be terminated by either party, at any time, by serving thirty (30) days' written notice of termination upon the other party. Such termination shall not release either party hereto from any liability or obligation under the License, whether of indemnity or otherwise, resulting from any acts, omissions or events happening prior to the date of termination or thereafter in case by the terms of the License it is provided that anything shall or may be done after termination hereof.
24. Surrender of the Premises.
- 24.1 On or before expiration or termination of this License for any reason, Licensee shall, at its sole cost and expense:
- 24.1.1 if so directed by Licensor in writing, remove the Improvements, the Pipeline and all appurtenances thereto, or, at the sole discretion of Licensor, fill and cap or otherwise appropriately decommission the Pipeline with a method satisfactory to Licensor;
- 24.1.2 report and restore any damage to the Premises or Licensor's other property arising from, growing out of, or connected with Licensee's use of the Premises;
- 24.1.3 remedy any unsafe conditions on the Premises created or aggravated by Licensee; and

- 24.1.4 leave the Premises in substantially the condition which existed as of the Effective Date, or as otherwise agreed to by Licensors.
- 24.2 Upon any expiration or termination of this License, if Licensee fails to surrender the Premises to Licensors or if Licensee fails to complete its obligations under **Section 24.1** above (the "**Restoration Obligations**"), Licensee shall have a limited license to enter upon the Premises solely to the extent necessary for Licensee to complete the Restoration Obligations, and all liabilities and obligations of Licensee hereunder shall continue in effect until the Premises are surrendered and the Restoration Obligations are completed. Neither termination nor expiration shall release Licensee from any liability or obligation under this License, whether of indemnity or otherwise, resulting from any acts, omissions or events happening prior to the date of termination, or, if later, the date when Licensee surrenders the Premises and all of the Restoration Obligations are completed.
- 24.3 If Licensee fails to complete the Restoration Obligations within thirty (30) days after the date of such termination of its tenancy, then Licensors may, at its election, either: (i) remove the Pipeline and the other Improvements or otherwise restore the Premises, and in such event Licensee shall, within thirty (30) days after receipt of bill therefor, reimburse Licensors for cost incurred, (ii) upon written notice to Licensee, take and hold the Pipeline and the other Improvements and personal property as its sole property, without payment or obligation to Licensee therefor, or (iii) specifically enforce Licensee's obligation to restore and/or pursue any remedy at law or in equity against Licensee for failure to so restore. Further, if Licensors has consented to the Pipeline and the other Improvements remaining on the Premises following termination, Licensee shall, upon request by Licensors, provide a bill of sale in a form acceptable to Licensors conveying the Pipeline and the other Improvements to Licensors for no additional consideration.

MISCELLANEOUS

25. **Successors and Assigns.** All provisions contained in this License shall be binding upon, inure to the benefit of, and be enforceable by the respective successors and assigns of Licensors and Licensee to the same extent as if each such successor and assign was named a party to this License.
26. **Assignment.**
- 26.1 Licensee may not sell, assign, transfer, or hypothecate this License or any right, obligation, or interest herein (either voluntarily or by operation of law, merger, or otherwise) without the prior written consent of Licensors, which consent may not be unreasonably withheld or delayed by Licensors. Any attempted assignment by Licensee in violation of this **Section 26** shall be a breach of this License and, in addition, shall be voidable by Licensors in its sole and absolute discretion.
- 26.2 For purposes of this **Section 26**, the word "assign" shall include without limitation (a) any sale of the equity interests of Licensee following which the equity interest holders of Licensee immediately prior to such sale own, directly or indirectly, less than 50% of the combined voting power of the outstanding voting equity interests of Licensee, (b) any sale of all or substantially all of the assets of (i) Licensee and (ii) to the extent such entities exist, Licensee's parent and subsidiaries, taken as a whole, or (c) any reorganization, recapitalization, merger or consolidation involving Licensee. Notwithstanding the foregoing, any reorganization, recapitalization, merger or consolidation following which the equity interest holders of Licensee immediately prior to such reorganization, recapitalization, merger or consolidation own, directly or indirectly, at least 50% of the combined voting power of the outstanding voting equity interests of Licensee or any successor thereto or the entity resulting from such reorganization, recapitalization, merger or consolidation shall not be deemed an assignment. THIS LICENSE SHALL NOT RUN WITH THE LAND WITHOUT THE EXPRESS WRITTEN CONSENT OF LICENSORS, SUCH CONSENT TO BE IN LICENSORS'S SOLE DISCRETION.
- 26.3 Notwithstanding the provisions of **Section 26.1** above or anything contained in this License to the contrary, if Licensee sells, assigns, transfers, or hypothecates this License or any interest herein in contravention of the provisions of this License (a "**Purported Assignment**") to another party (a "**Purported Transferee**"), the Purported Transferee's enjoyment of the rights and privileges

granted under this License shall be deemed to be the Purported Transferee's agreement to be bound by all of the terms and provisions of this License, including but not limited to the obligation to comply with the provisions of **Section 15** above concerning insurance requirements. In addition to and not in limitation of the foregoing, Licensee, for itself, its successors and assigns, shall indemnify, defend and hold harmless Licensor for all Liabilities of any nature, kind or description of any person or entity directly or indirectly arising out of, resulting from or related to (in whole or in part) a Purported Assignment. The provisions of this **Section 26.3** shall survive the expiration or earlier termination of this License.

26.4 Licensor shall have the right to transfer and assign, in whole or in part, all of its rights and obligations under this License, and upon any such transfer or assignment, Licensor shall be released from any further obligations hereunder, and Licensee agrees to look solely to the successor in interest of Licensor for the performance of such obligations.

27. Notices. Any notice, invoice, or other writing required or permitted to be given hereunder by one party to the other shall be in writing and the same shall be given and shall be deemed to have been served and given if (i) placed in the United States mail, certified, return receipt requested, or (ii) deposited into the custody of a nationally recognized overnight delivery service, addressed to the party to be notified at the address for such party specified below, or to such other address as the party to be notified may designate by giving the other party no less than thirty (30) days' advance written notice of such change in address.

If to Licensor: Jones Lang LaSalle Brokerage, Inc.
2650 Lou Menk Drive – MOB2
Fort Worth, TX 76131
Attn: Permits/Licenses

with a copy to: BNSF Railway Company
2650 Lou Menk Dr.
Fort Worth, TX 76131
Attn: Senior Manager Real Estate

If to Licensee: City of Fargo
225 4th St
N Fargo, ND 58102

28. Survival. Neither termination nor expiration will release either party from any liability or obligation under this License, whether of indemnity or otherwise, resulting from any acts, omissions or events happening prior to the date of termination or expiration, or, if later, the date when the Pipeline and the other Improvements are removed and the Restoration Obligations are completed in accordance with the terms hereof.

29. Recordation. It is understood and agreed that this License shall not be placed or allowed to be placed on public record.

30. Applicable Law. All questions concerning the interpretation or application of provisions of this License shall be decided according to the substantive laws of the State of Texas without regard to conflicts of law provisions.

31. Severability. To the maximum extent possible, each provision of this License shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this License shall be prohibited by, or held to be invalid under, applicable law, such provision shall be ineffective solely to the extent of such prohibition or invalidity, and this shall not invalidate the remainder of such provision or any other provision of this License.

32. Integration. This License is the full and complete agreement between Licensor and Licensee with respect to all matters relating to Licensee's use of the Premises, and supersedes any and all other agreements between the parties hereto relating to Licensee's use of the Premises as described herein. However,

nothing herein is intended to terminate any surviving obligation of Licensee or Licensee's obligation to defend and hold Licensor harmless in any prior written agreement between the parties.

33. Joint and Several Liability. If Licensee consists of two or more parties, all the covenants and agreements of Licensee herein contained shall be the joint and several covenants and agreements of such parties.
34. Waiver. The waiver by Licensor of the breach of any provision herein by Licensee shall in no way impair the right of Licensor to enforce that provision for any subsequent breach thereof.
35. Interpretation.
- 35.1 This License shall be interpreted in a neutral manner, and not more strongly for or against any party based upon the source of the draftsmanship; both parties hereby agree that this License shall not be subject to the principle that a contract would be construed against the party which drafted the same. Article titles, headings to sections and paragraphs and the table of contents (if any) are inserted for convenience of reference only and are not intended to be a part or to affect the meaning or interpretation hereof. The exhibit or exhibits referred to herein shall be construed with and as an integral part of this License to the same extent as if they were set forth verbatim herein.
- 35.2 As used herein, "include", "includes" and "including" are deemed to be followed by "without limitation" whether or not they are in fact followed by such words or words of like import; "writing", "written" and comparable terms refer to printing, typing, lithography and other means of reproducing words in a visible form; references to any person are also to that person's successors and permitted assigns; "hereof", "herein", "hereunder" and comparable terms refer to the entirety hereof and not to any particular article, section, or other subdivision hereof or attachment hereto; references to any gender include references to the masculine or feminine as the context requires; references to the plural include the singular and vice versa; and references to this License or other documents are as amended, modified or supplemented from time to time.
36. Counterparts. This License may be executed in multiple counterparts, each of which shall, for all purposes, be deemed an original but which together shall constitute one and the same instrument, and the signature pages from any counterpart may be appended to any other counterpart to assemble fully executed documents, and counterparts of this License may also be exchanged electronically and any electronic version of any party's signature shall be deemed to be an original signature for all purposes.
37. Licensor's Representative. Jones Lang LaSalle Brokerage, Inc. is acting as representative for BNSF Railway Company.

END OF PAGE – SIGNATURE PAGE FOLLOWS

This License has been duly executed by the parties hereto as of the Effective Date.

LICENSOR:

BNSF Railway Company, a Delaware corporation

By: Jones Lang LaSalle Brokerage, Inc.
2650 Lou Menk Drive – MOB2
Fort Worth, TX 76131

DocuSigned by:

Patricia Villegas

By: Patricia Villegas

Title: Vice President, Permits

LICENSEE:

City of Fargo, a North Dakota

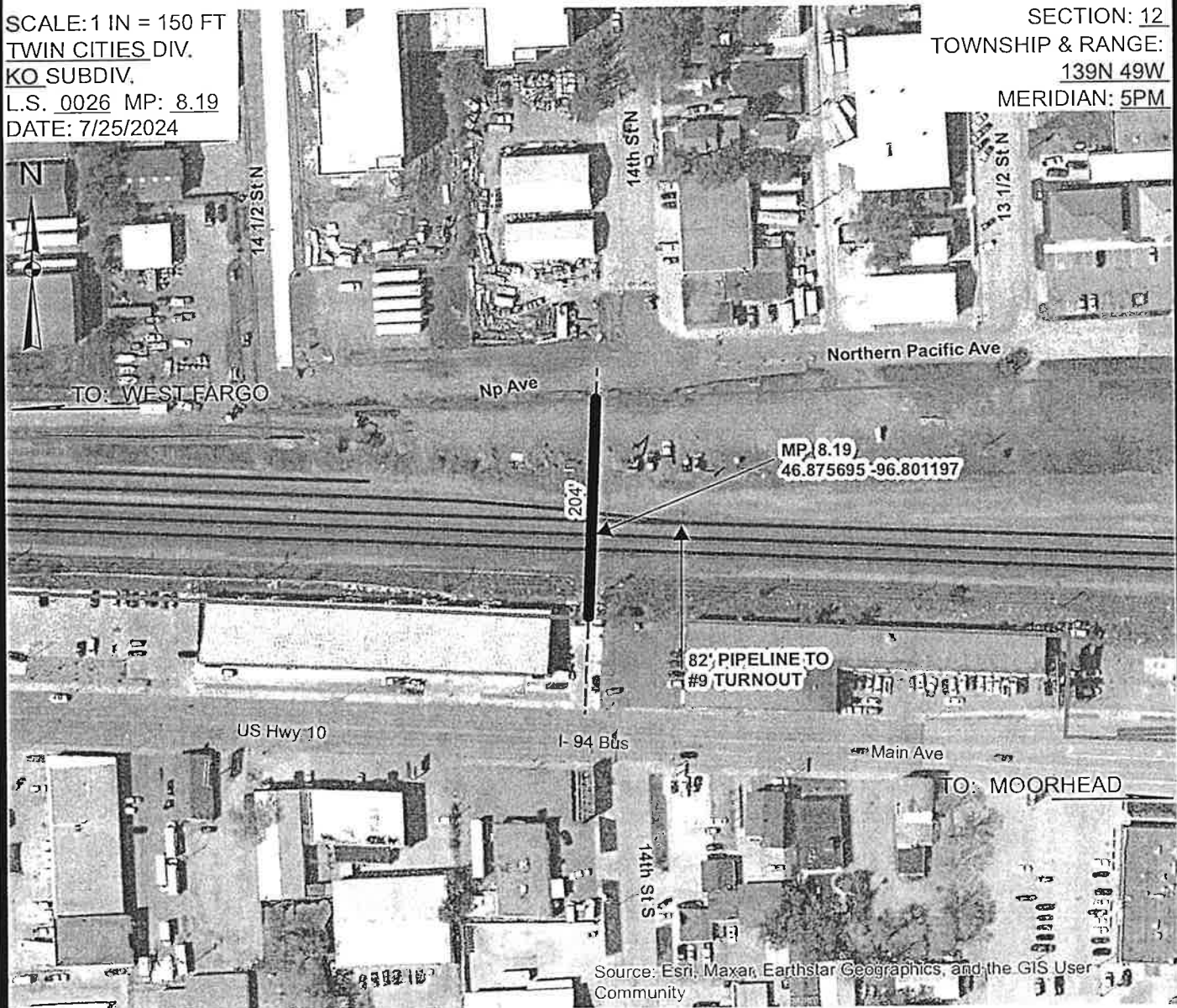
By:

Timothy J. Mahoney
By: Timothy J. Mahoney
Title: *Mayor*

EXHIBIT "A"

SCALE: 1 IN = 150 FT
TWIN CITIES DIV.
KO SUBDIV.
L.S. 0026 MP: 8.19
DATE: 7/25/2024

SECTION: 12
TOWNSHIP & RANGE:
139N 49W
MERIDIAN: 5PM



DESCRIPTION OF PIPELINE
PIPELINE SHOWN BOLD

	CARRIER PIPE	CASING PIPE		CARRIER PIPE	CASING PIPE
SIZE:	<u>16"</u>	<u>30"</u>	LENGTH ON R/W:	<u>204'</u>	<u>204'</u>
CONTENTS:	<u>POTABLE WATER</u>		WORKING PRESSURE:	<u>-</u>	
PIPE MATERIAL:	<u>PVC</u>	<u>STEEL</u>	BURY: BASE/RAIL TO TOP OF CASING		<u>17.99'</u>
SPECIFICATIONS / GRADE:	<u>C900 DR 21</u>	<u>A252 GRADE 3</u>	BURY: NATURAL GROUND		<u>7.59'</u>
WALL THICKNESS:	<u>0.829"</u>	<u>0.469"</u>	BURY: ROADWAY DITCHES		<u>7.59'</u>
COATING:	<u>- ABRASION RESISTANT FBE</u>		CATHODIC PROTECTION		<u>NO</u>

VENTS: NUMBER - SIZE - HEIGHT OF VENT ABOVE GROUND -
NOTE: CASING TO BE JACKED OR DRY BORED ONLY

FARGO
COUNTY OF CASS

STATE OF ND

JNC

PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

(14)

Improvement District No. BR-25-B3

Type: Final Balancing Change Order #3

Location: 9th Ave S, 8th – 5th St; 7th St S, 10th – 9th Ave;
6th St S, 10th – 9th Ave

Date of Hearing: 11/3/2025

<u>Routing</u>	<u>Date</u>
City Commission	<u>11/10/2025</u>
PWPEC File	<u>X</u>
Project File	<u>Aaron Edgar</u>

The Committee reviewed a communication from Project Manager, Aaron Edgar, regarding Final Balancing Change Order #3 in the amount of \$17,698.94, which reconciles the final quantities as measured in the field.

Staff is seeking approval of Final Balancing Change Order #3 in the amount of \$17,698.94, which increases the total contract amount to \$2,258,414.96.

On a motion by Brenda Derrig, seconded by Steve Sprague, the Committee voted to recommend approval of Final Balancing Change Order #3 to KPH, Inc.

RECOMMENDED MOTION

Concur with the recommendations of PWPEC and approve Final Balancing Change Order #3 in the amount of \$17,698.94, bringing the total contract amount to \$2,258,414.96 to KPH, Inc.

PROJECT FINANCING INFORMATION:

Recommended source of funding for project: WW, Water, Storm, Traffic/St Lt, Sales Tax & Special Assessments

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

COMMITTEE

Tim Mahoney, Mayor
Nicole Crutchfield, Director of Planning
Gary Lorenz, Fire Chief
Brenda Derrig, Assistant City Administrator
Ben Dow, Director of Operations
Steve Sprague, City Auditor
Tom Knakmuhs, City Engineer
Susan Thompson, Finance Director

<u>Present</u>	<u>Yes</u>	<u>No</u>	<u>Unanimous</u>
			<u>☒</u>
<u>☒</u>	<u>☒</u>	<u>☐</u>	
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<u>☒</u>	<u>☒</u>	<u>☐</u>	<u>Nathan Boerboom</u>
<u>☒</u>	<u>☒</u>	<u>☐</u>	

ATTEST:

C: Kristi Olson


Nathan Boerboom, P.E.
Assistant City Engineer

Memorandum

To: Members of PWPEC
From: Aaron Edgar, Project Manager
Date: October 28, 2025
Re: Improvement District No. BR-25-B3 –Final Balancing Change Order #3

Background:

Improvement District BR-25-B3 is for the Paving and Utility Rehab/Reconstruction of 9th Avenue South from 8th Street to 5th Street, on 7th Street South from 10th Avenue to 9th Avenue, and on 6th Street South from 10th Avenue to 9th Avenue.

KPH, Inc. is the Prime Contractor for this project.

Attached is the Final Balancing Change Order #3 in the amount of \$17,698.94. 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:	\$ 2,199,412.02
Change Order #1	\$ 37,804.00
Change Order #2	\$ 3,500.00
FBCO #3	\$ 17,698.94
Total Contract:	\$ 2,258,414.96

Recommended Motion:

Approve Final Balancing Change Order #3 in the amount of \$17,698.94 to KPH, Inc. for Improvement District BR-25-B3.

Attachment

CHANGE ORDER REPORT

PAVING AND UTILITY REHAB/RECONSTRUCTION

IMPROVEMENT DISTRICT NO. BR-25-B3

9TH AVENUE SOUTH FROM 5TH STREET TO 8TH STREET, 6TH STREET SOUTH FROM 9TH AVENUE TO 10TH AVENUE, 7TH STREET SOUTH FROM 9TH AVENUE TO 10TH AVENUE.

Change Order No 3 **Change Order Date** 10/28/2025
Contractor KPH, Inc.

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

EXPLANATION OF CHANGE Change Order # 3

Final Balancing Change Order.

Section	Line No	Item Description	Unit	Orig Cont Qty	Prev C/O Qty	Prev Cont Qty	Curr C/O Qty	Tot Cont Qty	Unit Price (\$)	C/O Ext Price (\$)
Sanitary Sewer	2	Remove Manhole F&I 1-1/4" Trench	EA	3			3	4	\$750.00	\$750.00
	3	Found Rock 4" thru 12" Dia	LF	1077		1077	-1077	0	\$0.01	-\$10.77
	4	Clean Pipe All Sizes All Types	LF	1077		1077	-887	190	\$3.00	-\$2,661.00
	5	Connect Pipe to Exist Pipe	EA	7		7	2	9	\$2,500.00	\$5,000.00
	6	Bore Pipe SDR 26 - 6" Dia PVC	LF	100		100	-100	0	\$100.00	-\$10,000.00

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 (\$)
	7	Remove Pipe All Sizes All Types	LF	1095		1095	11	1106	\$0.01	\$0.11
	8	F&I Pipe w/GB SDR 26 - 6" Dia PVC	LF	726		726	-36.3	689.7	\$140.00	-\$5,082.00
	9	F&I Pipe w/GB SDR 26 - 8" Dia PVC	LF	10		10	14	24	\$425.00	\$5,950.00
	11	F&I Pipe w/GB SDR 35 - 10" Dia PVC	LF	1052		1052	20	1072	\$285.00	\$5,700.00
	12	F&I Pipe w/GB SDR 35 - 12" Dia PVC	LF	10		10	-5	5	\$425.00	-\$2,125.00
	13	Connect Sewer Service	EA	29		29	-1	28	\$2,100.00	-\$2,100.00
	14	Eliminate Sewer Service	EA	1		1	-1	0	\$1,000.00	-\$1,000.00
							Sanitary Sewer Sub Total		-\$5,578.66	
Water Main	17	F&I Controlled Density Fill	CY	2		2	-2	0	\$1,100.00	-\$2,200.00
	18	F&I Fittings C153 Ductile Iron	LB	1510		1510	-124	1386	\$14.50	-\$1,798.00

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 (\$)
	21	Remove Pipe All Sizes All Types	LF	138		138	5	143	\$25.00	\$125.00
	22	Remove Pipe Asbestos Cement	LF	25		25	-25	0	\$60.00	-\$1,500.00
	23	F&I Pipe w/GB C900 DR 18 - 6" Dia PVC	LF	66		66	10.5	76.5	\$115.00	\$1,207.50
	24	F&I Pipe w/GB C900 DR 18 - 8" Dia PVC	LF	1375		1375	-15.5	1359.5	\$125.00	-\$1,937.50
	25	F&I Pipe w/GB C900 DR 18 - 12" Dia PVC	LF	370		370	5	375	\$155.00	\$775.00
	28	F&I Gate Valve 8" Dia	EA	4		4	1	5	\$6,700.00	\$6,700.00
	30	Bore Pipe 1" Dia Water Service	LF	50		50	-50	0	\$100.00	-\$5,000.00
	31	F&I Pipe w/GB 1" Dia Water Service	LF	773		773	52.5	825.5	\$75.00	\$3,937.50
	32	Rem & Repl CS & Box 1" Dia	EA	29		29	1	30	\$1,150.00	\$1,150.00

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 (\$)
Storm Sewer	33	Connect Water Service	EA	29			29	1	30 \$1,150.00	\$1,150.00
	34	Eliminate Water Service	EA	1			1	-1	0 \$1,000.00	-\$1,000.00
									Water Main Sub Total	\$1,609.50
	37	F&I Manhole 4' Dia Reinf Conc	EA	3			3	2	5 \$4,650.00	\$9,300.00
	39	Remove Manhole	EA	4			4	1	5 \$750.00	\$750.00
	40	F&I Inlet - Single Box (SBI) Reinf Conc	EA	12			12	-2	10 \$3,600.00	-\$7,200.00
	42	Connect Pipe to Exist Pipe	EA	9			9	1	10 \$2,500.00	\$2,500.00
	43	Remove Pipe All Sizes All Types	LF	447			447	-21	426 \$30.00	-\$630.00
	44	F&I Pipe w/GB 15" Dia	LF	343			343	7	350 \$105.00	\$735.00
	46	F&I Pipe w/GB 21" Dia Reinf Conc	LF	30			30	-10	20 \$165.00	-\$1,650.00
	47	F&I Pipe w/GB 24" Dia Reinf Conc	LF	50			50	-20	30 \$175.00	-\$3,500.00
	48	F&I Pipe w/GB 36" Dia Reinf Conc	LF	10			10	-1	9 \$280.00	-\$280.00

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 (\$)
	59	F&I Sidewalk 6" Thick Reinf Conc	SY	57.000000000000000001		57.000000000000000001	21.9	78.9	\$110.00	\$2,409.00
	60	Remove Sidewalk All Thicknesses All Types	SY	1532		1532	74.9	1606.9	\$9.00	\$674.10
	61	F&I Driveway 6" Thick Reinf Conc	SY	632		632	42.8	589.2	\$110.00	-\$4,708.00
	62	Remove Driveway All Thicknesses All Types	SY	582		582	11.6	593.6	\$13.00	\$150.80
	63	F&I Det Warn Panels Cast Iron	SF	128		128	48	176	\$65.00	\$3,120.00
	64	F&I Asphalt Pavement FAA 43 w/ PG58H-34	Ton	2332		2332	183.83	2515.83	\$90.00	\$16,544.70
	65	Rem & Repl Casting - Self Leveling	EA	2		2	-1	1	\$2,000.00	-\$2,000.00
	66	Casting to Grade - no Conc	EA	9		9	11	20	\$350.00	\$3,850.00
	68	GV Box to Grade - no Conc	EA	7		7	1	8	\$200.00	\$200.00

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	70	Construction Signing	SF	16			16	-16	\$37.00	-\$592.00
								Paving Sub Total		\$35,578.60
Landscaping	75	Mulching Type 1 Hydro	SY	5540			5540	-175	\$2.00	-\$350.00
	76	Seeding Type C	SY	5540			5540	-175	\$2.50	-\$437.50
	77	Weed Control Type B	SY	5540			5540	-5540	\$0.15	-\$831.00
	79	Tree Protection	EA	63			63	-31	\$100.00	-\$3,100.00
	80	Irrigation Repair	EA	10			10	-8	\$925.00	-\$7,400.00
								Landscaping Sub Total		-\$12,118.50

Summary

Source Of Funding

Waste Water Utility Funds, Water Utility Funds, Storm Utility Funds, Traffic/Street Light Utility Funds, Street Sales
Tax Funds, and Special Assessments

Net Amount Change Order # 3 (\$)

Previous Change Orders (\$)

Original Contract Amount (\$)

Total Contract Amount (\$)

\$17,698.94

\$41,304.00

\$2,199,412.02

\$2,258,414.96

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

APPROVED

For Contractor

Title

Josh Smith

Digitally signed by Josh Smith
DN: cn=US, E=jsmith@kphinc.net,
o="KPH, Inc.", CN=Josh Smith
Date: 2025.10.30 08:01:12-05'00'

APPROVED DATE

Department Head

Mayor

Attest

T-1000

PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

(15)

Improvement District No. BR-25-E1

Type: Change Order #2

Location: Hickory St N from 28th – 29th Ave N; Maple
St N from 28th – 29th Ave N; 29th Ave N from
Longfellow Rd N to Maple St N

Date of Hearing: 11/3/2025

<u>Routing</u>	<u>Date</u>
City Commission	<u>11/10/2025</u>
PWPEC File	<u>X</u>
Project File	<u>Will Bayuk</u>

The Committee reviewed a communication from Project Manager, Will Bayuk, regarding Change Order #2 in the amount of \$17,590.00 for additional work.

Staff is recommending approval of Change Order #2 in the amount of \$17,590.00, which increases the total contract amount to \$3,025,895.55.

On a motion by Brenda Derrig, seconded by Steve Sprague, the Committee voted to recommend approval of Change Order #2 to Dakota Underground.

RECOMMENDED MOTION

Concur with the recommendations of PWPEC and approve Change Order #2 in the amount of \$17,590.00, bringing the total contract amount to \$3,025,895.55 to Dakota Underground

PROJECT FINANCING INFORMATION:

Recommended source of funding for project: Prairie Dog Funds, WW & Water Utility & Special Assessments

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

COMMITTEE

	Present	Yes	No	Unanimous
				<u> ☒ </u>
Tim Mahoney, Mayor	<u> ☒ </u>	<u> ☒ </u>	<u> ☐ </u>	
Nicole Crutchfield, Director of Planning	<u> ☒ </u>	<u> ☒ </u>	<u> ☐ </u>	
Gary Lorenz, Fire Chief	<u> ☒ </u>	<u> ☒ </u>	<u> ☐ </u>	
Brenda Derrig, Assistant City Administrator	<u> ☒ </u>	<u> ☒ </u>	<u> ☐ </u>	
Ben Dow, Director of Operations	<u> ☐ </u>	<u> ☐ </u>	<u> ☐ </u>	
Steve Sprague, City Auditor	<u> ☒ </u>	<u> ☒ </u>	<u> ☐ </u>	
Tom Knakmuhs, City Engineer	<u> ☒ </u>	<u> ☒ </u>	<u> ☐ </u>	Nathan Boerboom
Susan Thompson, Finance Director	<u> ☒ </u>	<u> ☒ </u>	<u> ☐ </u>	

ATTEST:

C: Kristi Olson


Nathan Boerboom, P.E.
Assistant City Engineer

Memorandum

To: Members of PWPEC
From: Will Bayuk, Project Manager
Date: October 29, 2025
Re: Improvement District No. BR-25-E1 – Change Order #2

Background:

Improvement District No. BR-25-E1 is for the reconstruction of Hickory Street North from 28th Avenue North to 29th Avenue North; Maple Street North from 28th Avenue North to 29th Avenue North; 29th Avenue North from Longfellow Road North to Maple Street North.

Dakota Underground is the Prime Contractor on this project.

I am writing to seek your approval for the attached Change Order #2, which details unforeseen circumstances during construction.

Details of Change Order #2:

After grading the boulevards to match the new curb elevations, there were a few Street Light items that needed adjusting to grade that were not anticipated.

1. Lowering the existing Street Light Base on the north side of 29th Avenue North between Hickory Street North and Maple Street North.
2. Lowering the existing Street Light Pull Box on the northwest corner of 29th Avenue North and Hickory Street North.
3. Raising the existing Street Light Pull Box on the southeast corner of 29th Avenue North and Maple Street North.

The additional cost associated with this change order totals \$17,590.00. No additional days are requested. All changes have been reviewed and verified by our Engineering team to ensure necessity and accuracy.

Recommended Motion:

I recommend the approval of Change Order #2 in the amount of \$17,590.00.

Attachment

CHANGE ORDER REPORT

PAVING AND UTILITY REHAB/RECONSTRUCTION

IMPROVEMENT DISTRICT NO. BR-25-E1

HICKORY ST N FROM 28 AVE N TO 29 AVE N; MAPLE ST N FROM 28 AVE N TO 29 AVE N; 29 AVE N FROM LONGFELLOW RD N TO MAPLE ST N

Change Order No	2	Change Order Date	10/27/2025
Contractor	Dakota Underground Co 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

(1) Elevation adjustments of existing Street Light and Pull Boxes due to new boulevard grade conflicts.

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 2	10	Repair Street Light Miscellaneous	EA	0	1	0	1	1	\$17,590.00	\$17,590.00
										Change Order 2 Sub Total
										\$17,590.00

Summary.

Source Of Funding

Net Amount Change Order # 2 (\$)
Previous Change Orders (\$)
Original Contract Amount (\$)
Total Contract Amount (\$)

Prairie Dog, Wastewater utility, Water Utility, Special Assessments
\$17,590.00
\$19,823.19
\$2,988,482.36
\$3,025,895.55

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

APPROVED
For Contractor
Title

Jared Heller
Dakota Underground Company
Project Manager

APPROVED DATE
Department Head
Mayor
Attest

T. C. Lee

REPORT OF ACTION

PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

Improvement District No. PR-25-C1 Type: Negative Final Balancing Change Order #1
 Location: Citywide Date of Hearing: 11/3/2025

<u>Routing</u>	<u>Date</u>
City Commission	<u>11/10/2025</u>
PWPEC File	<u>X</u>
Project File	<u>Jason Hoogland</u>

The Committee reviewed a communication from Project Manager, Jason Hoogland, regarding Negative Final Balancing Change Order #1 in the amount of -\$3,067.06, 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 -\$3,067.06, bringing the total contract amount to \$1,748,535.78.

On a motion by Brenda Derrig, seconded by Steve Sprague, the Committee voted to recommend approval of Negative Final Balancing Change Order #1 to Asphalt Preservation Company.

RECOMMENDED MOTION

Concur with the recommendations of PWPEC and approve Negative Final Balancing Change Order #1 in the amount of -\$3,067.06, bringing the total contract amount to \$1,748,535.78 to Asphalt Preservation Company.

PROJECT FINANCING INFORMATION:

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

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

COMMITTEE

	<u>Present</u>	<u>Yes</u>	<u>No</u>	<u>Unanimous</u>
				<u>☒</u>
Tim Mahoney, Mayor	☒	☒	☐	
Nicole Crutchfield, Director of Planning	☒	☒	☐	
Gary Lorenz, Fire Chief	☒	☒	☐	
Brenda Derrig, Assistant City Administrator	☒	☒	☐	
Ben Dow, Director of Operations	☐	☐	☐	
Steve Sprague, City Auditor	☒	☒	☐	
Tom Knakmuhs, City Engineer	☒	☒	☐	<u>Nathan Boerboom</u>
Susan Thompson, Finance Director	☒	☒	☐	

ATTEST:

C: Kristi Olson

Nathan Boerboom, P.E.
 Assistant City Engineer

CHANGE ORDER REPORT

SEAL COAT

IMPROVEMENT DISTRICT NO. PR-25-C1

VARIOUS AREAS

Final Balancing
Change Order

Change Order No	1	Change Order Date	10/28/2025
Contractor	Asphalt Preservation Company, Inc.		

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

EXPLANATION OF CHANGE Change Order # 1

Reconcile quantities with measurements in the field.

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 (\$)
SECTION 1	2	Tow Vehicle	EA	30		30	34	64	\$175.00	\$5,950.00
		F&I								
	3	Pavement Mix Wear	Ton	60.0000000000000001		60.0000000000000001	13.93	73.93	\$770.00	\$10,726.10
		Course Asph								
	4	F&I Seal Aggregate A	SY	388461		388461	-856.54	387604.46	\$1.16	-\$993.59
	5	F&I Seal Aggregate B	SY	275735		275735	120.31	275855.31	\$1.16	\$139.56
Section 1 Pavement Markings	6	F&I Seal Oil	Gal	202023		202023	-11313.3	190709.7	\$2.00	-\$22,626.60
								SECTION 1 Sub Total		-\$6,804.53
	9	Paint Epoxy Line 4" Wide	LF	49942		49942	1819	51761	\$0.40	\$727.60
	10	Paint Epoxy Line 8" Wide	LF	9278		9278	698	9976	\$0.84	\$586.32

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 (\$)
SECTION 2	11	Paint Epoxy Line 16" Wide	LF	324		324	103.6	427.6	\$16.77	\$1,737.37
	12	Paint Epoxy Line 24" Wide	LF	1974		1974	40	2014	\$21.40	\$856.00
	13	Paint Epoxy Message	SF	2912		2912	67	2979	\$14.14	\$947.38
						Section 1 Pavement Markings Sub Total				\$4,854.67
	14	Tow Vehicle	EA	10		10	-8	2	\$175.00	-\$1,400.00
	16	F&I Seal Aggregate A	SY	59488		59488	0.02	59488.02	\$1.16	\$0.02
	17	F&I Seal Aggregate B	SY	34872		34872	256.9	35128.9	\$1.16	\$298.00
	18	F&I Seal Oil	Gal	28021		28021	92.3	28113.3	\$2.00	\$184.60
	19	Paint Epoxy Line 4" Wide	LF	736		736	4.8	740.8	\$0.40	\$1.92
	20	Paint Epoxy Line 8" Wide	LF	641		641	-21.8	619.2	\$0.84	-\$18.31
	21	Paint Epoxy Line 24" Wide	LF	126		126	2	128	\$21.40	\$42.80
	22	Paint Epoxy Message	SF	246		246	-16	230	\$14.14	-\$226.24
						SECTION 2 Sub Total				-\$1,117.20

Summary

Source Of Funding

Net Amount Change Order # 1 (\$)	City Funds & Special Assessments
Previous Change Orders (\$)	- \$3,067.06
Original Contract Amount (\$)	\$0.00
Total Contract Amount (\$)	\$1,751,602.84
	\$1,748,535.78

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

APPROVED

For Contractor

Title Averre Marquis, President



APPROVED DATE

Department Head

Mayor

Attest



17

October 23, 2025

Board of City Commissioners
City of Fargo
200 North Third Street
Fargo, ND 58102

Re: Permanent Easements – Improvement District #BN-25-F1

Dear Commissioners:

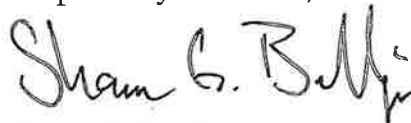
Accompanying for City Commission review and approval are (3) Permanent Easements from County 20 Storage & Transfer, Inc. in association with Improvement District #BN-25-F1.

RECOMMENDED MOTION:

Approve (3) Permanent Easements from County 20 Storage & Transfer, Inc.

Please return the signed originals.

Respectfully submitted,



Shawn G. Bullinger
Land Acquisition Specialist

C: Nathan Boerboom

PERMANENT EASEMENT
(Storm Sewer)

KNOW ALL MEN BY THESE PRESENTS that **County 20 Storage & Transfer, Inc.**, a North Dakota corporation, 4083 37th St N, Fargo, ND 58102, hereinafter referred to as "Grantor", for and in consideration of the sum of One and no/100 Dollars (\$1.00) and other valuable consideration, to it in hand paid the receipt whereof is hereby acknowledged, **HEREBY GRANTS UNTO THE CITY OF FARGO, CASS COUNTY, NORTH DAKOTA**, a municipal corporation, its successors and assigns, hereinafter referred to as "Grantee", a permanent and perpetual easement under, over, upon and in the land hereinafter described for the purpose of constructing, operating, maintaining and repairing a storm sewer, together with the customary appurtenances, said tracts being described as follows:

PART OF THE NORTHEAST QUARTER OF SECTION 14, TOWNSHIP 140 NORTH, RANGE 49 WEST OF THE 5TH/ PRINCIPAL MERIDIAN IN THE COUNTY OF CASS, NORTH DAKOTA MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF LOT 1, BLOCK 3, OF 46TH/ AVENUE INDUSTRIAL PARK SECOND ADDITION; THENCE N02°37'21"W ALONG THE WEST LINE OF THE NORTHEAST QUARTER OF SECTION 14, TOWNSHIP 140 NORTH, RANGE 49 WEST A DISTANCE OF 80.01 FEET; THENCE N88°04'14"E A DISTANCE OF 1951.38 FEET TO THE WEST LINE OF CASS COUNTY DRAIN 10; THENCE S16°56'28"W ALONG SAID WEST LINE A DISTANCE OF 95.11 FEET; THENCE S88°04'14"W A DISTANCE OF 1919.53 FEET TO THE EAST LINE OF SAID LOT 1; THENCE N02°37'21"W

ALONG SAID EAST LINE A DISTANCE OF 10.00 FEET TO THE POINT OF BEGINNING.

SAID TRACT OF LAND CONTAINS $\pm 174,190$ SQUARE FEET MORE OR LESS AND IS SUBJECT TO EASEMENTS AND RIGHTS OF WAY OF RECORD.

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

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

Grantor, its successors and assigns, further agrees that it will not disturb, injure, molest or in any manner interfere with said storm sewer and customary appurtenances, or with material for laying, maintaining, operating or repairing the same, in, over or upon the above-described premises, and Grantor expressly warrants and states that no buildings or other obstacles of any kind shall be placed or located upon the tract so as to interfere in any manner with the construction, operation, maintenance or repair of said storm sewer, including customary appurtenances, provided that Grantee, at its own expense, shall refill any excavation it makes and level the ground thereafter, leaving the premises in as good condition as it was prior to the time of constructing of said storm sewer and customary appurtenances was begun.

[Signature pages to follow]

IN WITNESS WHEREOF, Grantor has set his hand and caused this instrument to be executed this 20 day of October, 2025.

GRANTOR:

County 20 Storage & Transfer, Inc.

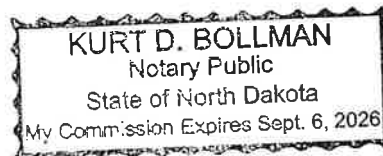
Tari Birkelo
By: Tari Birkelo
Its: Chief Executive Officer

STATE OF NORTH DAKOTA)
)
COUNTY OF CASS)

On this 20 day of OCTOBER, 2025, before me a notary public in and for said county and state, personally appeared Tari Birkelo, known to me to be the Chief Executive Officer of County 20 Storage & Transfer, Inc., the Grantee described in and that s/he executed the within and foregoing instrument, and acknowledged to me that said Grantee executed the same.

(SEAL)

Kurt D. Bollman
Notary Public
My Commission Expires:



GRANTEE:

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

Timothy J. Mahoney, Mayor

ATTEST:

Steve Sprague, City Auditor

STATE OF NORTH DAKOTA)
)
COUNTY OF CASS)

On this _____ day of _____, 2025, before me a notary public in and for said county and state, personally appeared Timothy J. Mahoney and Steve Sprague, known to me to be the Mayor and City Auditor, respectively, of the city of Fargo, the Grantee described in and that they executed the within and foregoing instrument, and acknowledged to me that said Grantee executed the same.

(SEAL)

Notary Public
My Commission Expires:

The legal description was prepared by:
Cole A. Neset (LS-7513)
Professional Land Surveyor
Lowry Engineering
5306 51st Ave S, Suite A
Fargo ND 58104

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

EXHIBIT A

90' STORM SEWER & ACCESS EASEMENT

PART OF THE NORTHEAST QUARTER OF SECTION 14, TOWNSHIP 140 NORTH, RANGE 49 WEST
OF THE 5TH PRINCIPAL MERIDIAN, TO THE COUNTY OF CASS, NORTH DAKOTA

DESCRIPTION

PART OF THE NORTHEAST QUARTER OF SECTION 14, TOWNSHIP 140 NORTH, RANGE 49 WEST OF THE 5TH PRINCIPAL MERIDIAN IN THE COUNTY OF CASS, NORTH DAKOTA MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF LOT 1, BLOCK 3, OF 46TH AVENUE INDUSTRIAL PARK SECOND ADDITION; THENCE N02°37'21"W ALONG THE WEST LINE OF THE NORTHEAST QUARTER OF SECTION 14, TOWNSHIP 140 NORTH, RANGE 49 WEST A DISTANCE OF 80.01 FEET; THENCE N88°04'14"E A DISTANCE OF 1951.38 FEET TO THE WEST LINE OF CASS COUNTY DRAIN 10; THENCE S16°56'28"W ALONG SAID WEST LINE A DISTANCE OF 95.11 FEET; THENCE S88°04'14"W A DISTANCE OF 1919.53 FEET TO THE EAST LINE OF SAID LOT 1; THENCE N02°37'21"W ALONG SAID EAST LINE A DISTANCE OF 10.00 FEET TO THE POINT OF BEGINNING.

SAID TRACT OF LAND CONTAINS ±174,190 SQUARE FEET MORE OR LESS AND IS SUBJECT TO EASEMENTS AND RIGHTS OF WAY OF RECORD.

SURVEYORS CERTIFICATE

I COLE A. NESET HEREBY CERTIFY THAT THIS SURVEY, PLAN, AND/OR REPORT WAS PREPARED UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY REGISTERED LAND SURVEYOR UNDER THE LAWS OF THE STATE OF NORTH DAKOTA.



COLE A. NESET
REGISTERED LAND SURVEYOR
LS-7513

10-3-25

DATE:



SHEET 2 OF 2

PERMANENT EASEMENT
(Street and Utility)

KNOW ALL MEN BY THESE PRESENTS that **County 20 Storage & Transfer, Inc.**, a North Dakota corporation, 4083 37th St N, Fargo, ND 58102, hereinafter referred to as “Grantor”, for and in consideration of the sum of One and no/100 Dollars (\$1.00) and other valuable consideration, to it in hand paid the receipt whereof is hereby acknowledged, **HEREBY GRANTS UNTO THE CITY OF FARGO, CASS COUNTY, NORTH DAKOTA**, a municipal corporation, its successors and assigns, hereinafter referred to as “Grantee”, a permanent and perpetual easement over, upon and in the land hereinafter described for the purpose of laying, constructing, operating, maintaining and repairing a street and all other related public utilities, together with the customary appurtenances including location of any and all utilities, said parcel being more particularly described as follows:

PART OF LOT 1, BLOCK 3, 46TH AVENUE INDUSTRIAL PARK SECOND ADDITION TO THE CITY OF FARGO, CASS COUNTY, NORTH DAKOTA MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THE SOUTH 40.00 FEET OF LOT 1, BLOCK 3, 46TH AVENUE INDUSTRIAL PARK SECOND ADDITION.

SAID TRACT OF LAND CONTAINS ±31,228 SQUARE FEET MORE OR LESS AND IS SUBJECT TO EASEMENTS AND RIGHTS OF WAY OF RECORD.

(“Permanent Easement Area”).

The Permanent Easement Area is pictorially represented on Exhibit A attached hereto and incorporated herein by reference.

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

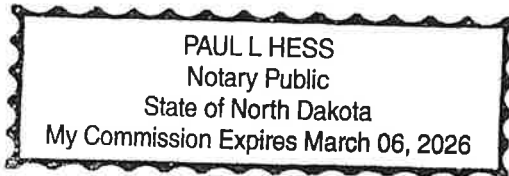
Grantor, its successors and assigns, further agrees that it will not disturb, injure, molest or in any manner interfere with said street and utilities and customary appurtenances including location of any and all utilities, or with material for laying, maintaining, operating or repairing the same, in, over or upon the above-described Permanent Easement Area, and Grantor expressly warrants and states that no buildings, trees, shrubs or other obstacles of any kind shall be placed or located upon the Permanent Easement Area so as to interfere in any manner with the construction, operation, maintenance or repair of said street including location of any and all utilities or customary appurtenances, provided that Grantee, at its own expense, shall refill any excavation it makes and level the ground thereafter, leaving the Permanent Easement Area in as good condition as it was prior to the time of constructing of said street and public utilities and customary appurtenances was begun.

[Signature pages to follow]

IN WITNESS WHEREOF, Grantor has set his hand and caused this instrument to be executed this 9 day of September, 2025.

GRANTOR:

County 20 Storage & Transfer, Inc.



Tari Birkelo

By: Tari Birkelo
Its: Chief Executive Officer

STATE OF NORTH DAKOTA)
)
COUNTY OF CASS)

On this 9th day of September, 2025, before me a notary public in and for said county and state, personally appeared Tari Birkelo, known to me to be the Chief Executive Officer of County 20 Storage & Transfer, Inc., the Grantee described in and that s/he executed the within and foregoing instrument, and acknowledged to me that said Grantee executed the same.

(SEAL)

Paul L Hess

Notary Public
My Commission Expires: 3/06/2026

GRANTEE:

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

Timothy J. Mahoney, Mayor

ATTEST:

Steve Sprague, City Auditor

STATE OF NORTH DAKOTA)
)
COUNTY OF CASS)

On this _____ day of _____, 2025, before me a notary public in and for said county and state, personally appeared Timothy J. Mahoney and Steve Sprague, known to me to be the Mayor and City Auditor, respectively, of the city of Fargo, the Grantee described in and that executed the within and foregoing instrument, and acknowledged to me that said Grantee executed the same.

(SEAL)

Notary Public
My Commission Expires:

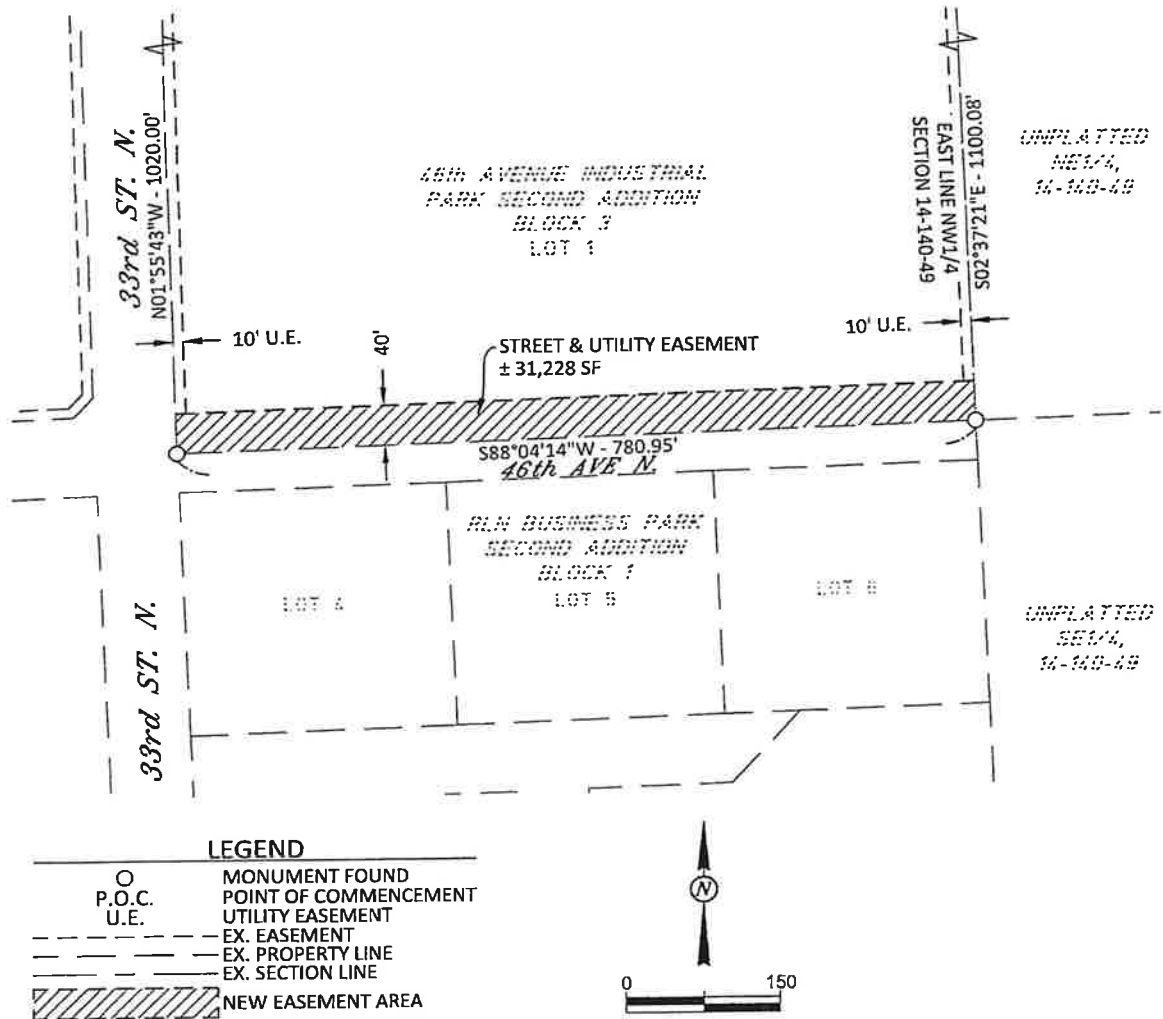
The legal description was prepared by:
Cole A. Neset (LS-7513)
Professional Land Surveyor
Lowry Engineering
5306 51st Ave S, Suite A
Fargo ND 58104

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

EXHIBIT A

40' STREET & UTILITY EASEMENT

PART OF LOT 1, BLOCK 3, 46TH AVENUE INDUSTRIAL PARK SECOND ADDITION
TO THE CITY OF FARGO, CASS COUNTY, NORTH DAKOTA



DESCRIPTION

PART OF LOT 1, BLOCK 3, 46TH AVENUE INDUSTRIAL PARK SECOND ADDITION TO THE CITY OF FARGO, CASS COUNTY, NORTH DAKOTA MORE PARTICULARLY DESCRIBED AS FOLLOWS:

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SAID TRACT OF LAND CONTAINS ±31,228 SQUARE FEET MORE OR LESS AND IS SUBJECT TO EASEMENTS AND RIGHTS OF WAY OF RECORD.

SURVEYORS CERTIFICATE

I COLE A. NESET HEREBY CERTIFY THAT THIS SURVEY, PLAN, AND/OR REPORT WAS PREPARED UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY REGISTERED LAND SURVEYOR UNDER THE LAWS OF THE STATE OF NORTH DAKOTA.

Cole A. Neset
COLE A. NESET
REGISTERED LAND SURVEYOR
LS-7513

7-29-25
DATE:



LOWRY
ENGINEERING
5306 51ST AVENUE SOUTH, SUITE A
FARGO, NORTH DAKOTA 58104

PERMANENT EASEMENT
(Street and Utility)

KNOW ALL MEN BY THESE PRESENTS that **County 20 Storage & Transfer, Inc.**, a North Dakota corporation, 4083 37th St N, Fargo, ND 58102, hereinafter referred to as “Grantor”, for and in consideration of the sum of One and no/100 Dollars (\$1.00) and other valuable consideration, to it in hand paid the receipt whereof is hereby acknowledged, **HEREBY GRANTS UNTO THE CITY OF FARGO, CASS COUNTY, NORTH DAKOTA**, a municipal corporation, its successors and assigns, hereinafter referred to as “Grantee”, a permanent and perpetual easement over, upon and in the land hereinafter described for the purpose of laying, constructing, operating, maintaining and repairing a street and all other related public utilities, together with the customary appurtenances including location of any and all utilities, said parcel being more particularly described as follows:

PART OF THE NORTHWEST QUARTER OF SECTION 14, TOWNSHIP 140 NORTH, RANGE 49 WEST OF THE 5TH/ PRINCIPAL MERIDIAN AND LOT 1, BLOCK 3, 46TH AVENUE INDUSTRIAL PARK SECOND ADDITION, TO THE CITY OF FARGO, CASS COUNTY, NORTH DAKOTA MORE PARTICULARLY DESCRIBED AS FOLLOWS:

A 100.00 FOOT DIAMETER CIRCLE HAVING THE FOLLOWING DESCRIBED CENTERPOINT. COMMENCING FROM THE NORTHEAST CORNER OF LOT 1, BLOCK 3, OF 46TH/ AVENUE INDUSTRIAL PARK SECOND ADDITION; THENCE N02°37'21”W ALONG THE EAST LINE OF THE NORTHWEST QUARTER OF SECTION 14, TOWNSHIP 140 NORTH, RANGE 49 WEST A DISTANCE OF 40.00 FEET; THENCE S88°04'14”W A

DISTANCE OF 50.00 FEET TO THE CENTERPOINT OF THE 100.00 FOOT DIAMETER CIRCLE.

SAID TRACT OF LAND CONTAINS $\pm 7,854$ SQUARE FEET MORE OR LESS AND IS SUBJECT TO EASEMENTS AND RIGHTS OF WAY OF RECORD.

("Permanent Easement Area").

The Permanent Easement Area is pictorially represented on Exhibit A attached hereto and incorporated herein by reference.

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

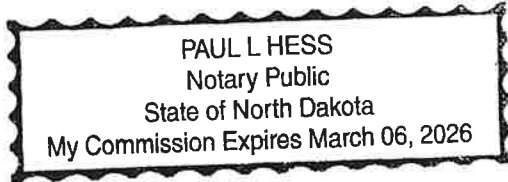
Grantor, its successors and assigns, further agrees that it will not disturb, injure, molest or in any manner interfere with said street and utilities and customary appurtenances including location of any and all utilities, or with material for laying, maintaining, operating or repairing the same, in, over or upon the above-described Permanent Easement Area, and Grantor expressly warrants and states that no buildings, trees, shrubs or other obstacles of any kind shall be placed or located upon the Permanent Easement Area so as to interfere in any manner with the construction, operation, maintenance or repair of said street including location of any and all utilities or customary appurtenances, provided that Grantee, at its own expense, shall refill any excavation it makes and level the ground thereafter, leaving the Permanent Easement Area in as good condition as it was prior to the time of constructing of said street and public utilities and customary appurtenances was begun.

[Signature pages to follow]

IN WITNESS WHEREOF, Grantor has set its hand and caused this instrument to be executed this 9 day of September, 2025.

GRANTOR:

County 20 Storage & Transfer, Inc.



Tari Birkelo
By: Tari Birkelo
Its: Chief Executive Officer

STATE OF NORTH DAKOTA)
)
COUNTY OF CASS)

On this 9th day of September, 2025, before me a notary public in and for said county and state, personally appeared Tari Birkelo, known to me to be the Chief Executive Officer of County 20 Storage & Transfer, Inc., the Grantee described in and that s/he executed the within and foregoing instrument, and acknowledged to me that said Grantee executed the same.

(SEAL)

Paul L Hess
Notary Public
My Commission Expires: 3/06/2026

GRANTEE:

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

Timothy J. Mahoney, Mayor

ATTEST:

Steve Sprague, City Auditor

STATE OF NORTH DAKOTA)
)
COUNTY OF CASS)

On this _____ day of _____, 2025, before me a notary public in and for said county and state, personally appeared Timothy J. Mahoney and Steve Sprague, known to me to be the Mayor and City Auditor, respectively, of the city of Fargo, the Grantee described in and that executed the within and foregoing instrument, and acknowledged to me that said Grantee executed the same.

(SEAL)

Notary Public
My Commission Expires:

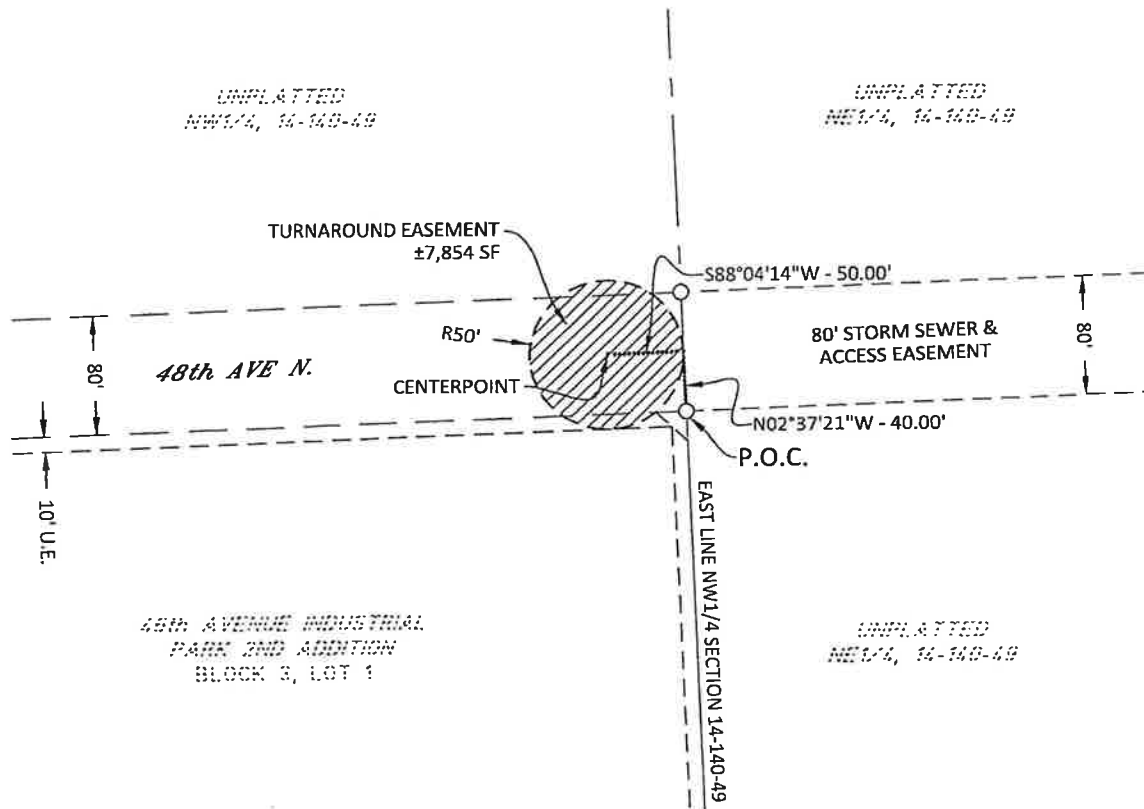
The legal description was prepared by:
Cole A. Neset (LS-7513)
Professional Land Surveyor
Lowry Engineering
5306 51st Ave S, Suite A
Fargo ND 58104

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

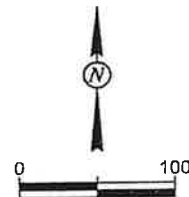
EXHIBIT A

100' TURNAROUND EASEMENT

PART OF THE NORTHWEST QUARTER OF SECTION 14, TOWNSHIP 140 NORTH, RANGE 49 WEST
OF THE 5TH PRINCIPAL MERIDIAN, AND LOT 1, BLOCK 3, 46TH AVENUE INDUSTRIAL PARK
SECOND ADDITION, TO THE CITY OF FARGO, CASS COUNTY, NORTH DAKOTA



LEGEND	
O	MONUMENT FOUND
P.O.C.	POINT OF COMMENCEMENT
U.E.	UTILITY EASEMENT
-----	COMMENCING LINE
-----	EX. EASEMENT
-----	EX. PROPERTY LINE
-----	EX. SECTION LINE
////	NEW EASEMENT AREA



DESCRIPTION

PART OF THE NORTHWEST QUARTER OF SECTION 14, TOWNSHIP 140 NORTH, RANGE 49 WEST OF THE 5TH PRINCIPAL MERIDIAN AND LOT 1, BLOCK 3, 46TH AVENUE INDUSTRIAL PARK SECOND ADDITION, TO THE CITY OF FARGO, CASS COUNTY, NORTH DAKOTA MORE PARTICULARLY DESCRIBED AS FOLLOWS:

A 100.00 FOOT DIAMETER CIRCLE HAVING THE FOLLOWING DESCRIBED CENTERPOINT. COMMENCING FROM THE NORTHEAST CORNER OF LOT 1, BLOCK 3, OF 46TH AVENUE INDUSTRIAL PARK SECOND ADDITION; THENCE N02°37'21\"W ALONG THE EAST LINE OF THE NORTHWEST QUARTER OF SECTION 14, TOWNSHIP 140 NORTH, RANGE 49 WEST A DISTANCE OF 40.00 FEET; THENCE S88°04'14\"W A DISTANCE OF 50.00 FEET TO THE CENTERPOINT OF THE 100.00 FOOT DIAMETER CIRCLE.

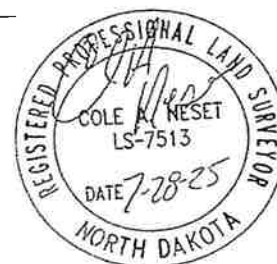
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SURVEYORS CERTIFICATE

I COLE A. NESET HEREBY CERTIFY THAT THIS SURVEY, PLAN, AND/OR REPORT WAS PREPARED UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY REGISTERED LAND SURVEYOR UNDER THE LAWS OF THE STATE OF NORTH DAKOTA.


COLE A. NESET
REGISTERED LAND SURVEYOR
LS-7513

7-28-25
DATE:



 **LOWRY**
ENGINEERING
5306 51ST AVENUE SOUTH, SUITE A
FARGO, NORTH DAKOTA 58104

18

Engineering Department

225 4th Street North

Fargo, ND 58102

Phone: 701.241.1545 | Fax: 701.241.8101

Email: feng@FargoND.gov

www.FargoND.gov

November 5, 2025

Honorable Board of City
Commissioners
City of Fargo
Fargo, ND

Re: Improvement District No. BN-25-F1

Dear Commissioners:

Bids were opened at 11:45 am on Wednesday, November 5, 2025, for New Paving and Utility Construction, Improvement District No. BN-25-F1, located as follows: On 48th Avenue North between Cass County Drain 10 and 37th Street North and on 33rd Street North from approximately 300 feet south to 150 feet north of 48th Avenue North.

The bids were as follows:

<u>Company</u>	<u>General</u>	<u>Electrical</u>	<u>Combined</u>
Dakota Underground Co., Inc.	\$4,998,878.90	-	\$5,036,378.90
Northern Improvement Co.	\$5,443,470.03	\$39,000.00	-
KPH, Inc.	\$5,955,094.55	-	\$5,994,044.55
Sellin Bros, Inc.	\$6,582,008.77	-	\$6,619,408.77
Park Construction Company	\$6,897,766.01	-	\$6,934,866.01
JDP Electric, Inc.	-	\$42,989.00	-
Engineers Estimate			\$4,821,422.35

Private financial security is not
needed.

No protests have been received.

This office recommends award of the combined contract to Dakota Underground Co Inc. in the amount of \$5,036,378.90 as the lowest and best bid.

Sincerely,



Thomas Knakmuhs, P.E.

City Engineer

Engineer's Statement Of Cost
Improvement District # BN-25-F1
New Paving And Utility Construction

On 48th Avenue North between Cass County Drain 10 and 37th Street North, and on 33rd Street North from approximately 300 feet south to 150 feet north of 48th Avenue North.

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

NOW THEREFORE Thomas Knakmuhs, do hereby certify as follows:

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

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

New Paving and Utility Construction Improvement District # BN-25-F1 of the City of Fargo, North Dakota.

Line	Description	Unit	Quantity	Unit Price (\$)	Amount (\$)
Paving					
1	Topsoil - Strip & Spread	CY	6,886.00	5.00	34,430.00
2	Excavation	CY	12,484.00	10.00	124,840.00
3	Subcut	CY	1,128.00	6.00	6,768.00
4	Subgrade Preparation	SY	11,271.00	2.00	22,542.00
5	F&I Woven Geotextile	SY	11,271.00	2.00	22,542.00
6	F&I Crushed Conc - 10" Thick	SY	11,271.00	16.50	185,971.50
7	F&I Edge Drain 4" Dia PVC	LF	4,907.00	9.00	44,163.00
8	F&I Curb & Gutter Standard (Type II)	LF	4,916.00	29.00	142,564.00
9	Remove Curb & Gutter	LF	127.00	10.00	1,270.00
10	F&I Pavement 10" Thick Doweled Conc	SY	9,379.00	89.00	834,731.00
11	F&I Sidewalk 4" Thick Reinf Conc	SY	1,096.00	68.00	74,528.00
12	F&I Sidewalk 6" Thick Reinf Conc	SY	45.00	80.00	3,600.00
13	F&I Det Warn Panels Cast Iron	SF	96.00	60.00	5,760.00
14	Casting to Grade - Blvd	EA	15.00	400.00	6,000.00
15	Casting to Grade - w/Conc	EA	2.00	1,000.00	2,000.00
16	GV Box to Grade - Blvd	EA	10.00	300.00	3,000.00
17	Mulching Type 1 Hydro	SY	16,558.00	0.70	11,590.60
18	Seeding Type C	SY	16,558.00	0.40	6,623.20
Paving Total					1,532,923.30
Sanitary Sewer					

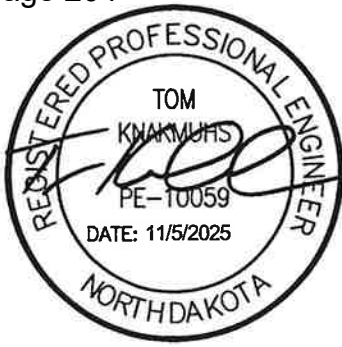
Line	Description	Unit	Quantity	Unit Price (\$)	Amount (\$)
19	F&I Manhole GB	EA	8.00	2,500.00	20,000.00
20	F&I Manhole 4' Dia Reinf Conc	EA	6.00	5,500.00	33,000.00
21	F&I Manhole w/Ext Drop 4' Dia Reinf Conc	EA	2.00	19,000.00	38,000.00
22	F&I Manhole w/Int Drop 6' Dia Reinf Conc	EA	1.00	21,000.00	21,000.00
23	F&I 1-1/4" Trench Found Rock 4" thru 12" Dia	LF	550.00	0.01	5.50
24	Plug Pipe 8" Dia	EA	11.00	100.00	1,100.00
25	Plug Pipe 12" Dia	EA	2.00	200.00	400.00
26	Connect Pipe to Exist Pipe	EA	2.00	5,000.00	10,000.00
27	F&I Pipe SDR 26 - 8" Dia PVC	LF	308.00	76.00	23,408.00
28	F&I Pipe SDR 26 - 12" Dia PVC	LF	2,211.00	103.00	227,733.00
29	F&I Pipe w/GB SDR 26 - 8" Dia PVC	LF	233.00	160.00	37,280.00
30	F&I Pipe w/GB SDR 26 - 12" Dia PVC	LF	130.00	225.00	29,250.00
31	F&I Force Main - Fittings	LB	217.00	55.00	11,935.00
32	F&I Force Main - Locator Pedestal	EA	3.00	250.00	750.00
33	F&I Pipe C900 DR 18 - 6" Dia PVC	LF	1,594.00	76.00	121,144.00
34	F&I Pipe w/GB C900 DR 18 - 6" Dia PVC	LF	180.00	120.00	21,600.00
Sanitary Sewer Total					596,605.50
Storm Sewer					
35	Modify Manhole	EA	1.00	2,500.00	2,500.00
36	F&I Manhole 5' Dia Reinf Conc	EA	1.00	5,500.00	5,500.00
37	F&I Manhole 7' Dia Reinf Conc	EA	3.00	10,000.00	30,000.00
38	F&I Manhole 8' Dia Reinf Conc	EA	5.00	13,000.00	65,000.00
39	F&I Tee Manhole 60"x48" Reinf Conc	EA	5.00	6,100.00	30,500.00
40	F&I 1-1/4" Trench Found Rock 42" thru 54" Dia	LF	634.00	0.01	6.34
41	F&I 1-1/4" Trench Found Rock 60" Plus Dia	LF	3,974.00	0.01	39.74
42	Connect Pipe to Exist Pipe	EA	1.00	1,000.00	1,000.00
43	Connect Pipe to Exist Structure	EA	1.00	2,000.00	2,000.00
44	F&I Pipe 18" Dia	LF	301.00	60.00	18,060.00
45	F&I Pipe 24" Dia	LF	677.00	78.00	52,806.00
46	F&I Pipe 54" Dia	LF	634.00	245.00	155,330.00
47	F&I Pipe 60" Dia	LF	3,909.00	275.00	1,074,975.00
48	F&I Pipe w/GB 18" Dia Reinf Conc	LF	185.00	100.00	18,500.00
49	F&I Pipe w/GB 24" Dia Reinf Conc	LF	58.00	130.00	7,540.00
50	F&I Pipe w/GB 60" Dia Reinf Conc	LF	65.00	340.00	22,100.00
51	F&I Rip Rap Rock	CY	55.10	175.00	9,642.50

Line	Description	Unit	Quantity	Unit Price (\$)	Amount (\$)
52	F&I Flared End Section 60" Dia Reinf Conc	EA	1.00	5,000.00	5,000.00
53	Topsoil - Strip & Spread	CY	1,331.00	5.00	6,655.00
54	Seeding Type A	SY	6,034.00	0.30	1,810.20
55	Mulching Type 2 Straw	SY	6,034.00	0.25	1,508.50
56	F&I Gatewell	EA	1.00	310,000.00	310,000.00
57	F&I Inlet - Manhole (MHI) 4' Dia Reinf Conc	EA	10.00	3,700.00	37,000.00
Storm Sewer Total					1,857,473.28
Water Main					
58	F&I Fittings C153 Ductile Iron	LB	1,147.00	12.50	14,337.50
59	F&I Hydrant	EA	7.00	7,500.00	52,500.00
60	Connect Pipe to Exist Pipe	EA	2.00	1,500.00	3,000.00
61	F&I Pipe C900 DR 18 - 6" Dia PVC	LF	62.00	55.00	3,410.00
62	F&I Pipe C900 DR 18 - 12" Dia PVC	LF	2,401.00	75.00	180,075.00
63	F&I Pipe w/GB C900 DR 18 - 12" Dia PVC	LF	100.00	100.00	10,000.00
64	F&I Gate Valve 6" Dia	EA	7.00	2,900.00	20,300.00
65	F&I Gate Valve 12" Dia	EA	3.00	6,500.00	19,500.00
Water Main Total					303,122.50
Miscellaneous					
66	Clear & Grub	LS	1.00	10,000.00	10,000.00
67	Remove Pavement 10" Thick Conc	SY	29.00	30.00	870.00
68	Stormwater Management	LS	1.00	5,000.00	5,000.00
69	Temp Construction Entrance	EA	2.00	0.01	0.02
70	Sediment Control Log 6" to 8" Dia	LF	100.00	3.00	300.00
71	Inlet Protection - New Inlet	EA	10.00	250.00	2,500.00
72	Inlet Protection - Existing Inlet	EA	4.00	250.00	1,000.00
73	Traffic Control - Type 1	LS	1.00	3,000.00	3,000.00
Miscellaneous Total					22,670.02
Signing					
74	F&I Sign Assembly	EA	7.00	50.00	350.00
75	F&I Sign Assembly & Anchor	EA	8.00	180.00	1,440.00
76	F&I Diamond Grade Cubed	SF	20.70	16.00	331.20
77	F&I High Intensity Prismatic	SF	39.30	10.00	393.00
78	F&I Barricade Type III	EA	3.00	900.00	2,700.00
79	Relocate Sign Assembly	EA	3.00	400.00	1,200.00
Signing Total					6,414.20

Line	Description	Unit	Quantity	Unit Price (\$)	Amount (\$)
Street Lights					
80	F&I Conductor #6 USE Cu	LF	9,804.00	2.55	25,000.20
81	F&I Innerduct 1.5" Dia	LF	2,971.00	6.90	20,499.90
82	F&I Luminaire Type A	EA	11.00	550.00	6,050.00
83	F&I Pull Box	EA	1.00	1,440.00	1,440.00
84	F&I Light Standard Type A	EA	11.00	6,125.00	67,375.00
85	F&I Feed Point	EA	1.00	11,675.00	11,675.00
86	F&I Base 7' Deep Reinf Conc	EA	11.00	1,310.00	14,410.00
Street Lights Total					146,450.10
Sanitary Sewer Lift Station					
87	F&I Lift Station	LS	1.00	500,000.00	500,000.00
88	F&I Crushed Conc - 8" Thick	SY	302.00	15.00	4,530.00
89	F&I Pavement 8" Thick Reinf Conc	SY	302.00	95.00	28,690.00
Sanitary Sewer Lift Station Total					533,220.00
Sanitary Sewer Lift Station Electrical					
90	F&I Lift Station Electrical	LS	1.00	37,500.00	37,500.00
Sanitary Sewer Lift Station Electrical Total					37,500.00
Total Construction in \$					5,036,378.90

Engineering	10.00%	503,637.89
Admin	4.00%	201,455.16
Legal	3.00%	151,091.37
Interest	4.00%	201,455.16
Contingency	5.00%	251,818.95
Misc. Costs		91,800.00
Total Estimated Costs		6,437,637.43
Special Assessments		6,437,637.43
Unfunded Costs		0.00

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



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

Thomas Knakmuhs, P.E.
City Engineer

**RESOLUTIONS PERTAINING TO IMPROVEMENT DISTRICT NO. BN-25-F
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-25-F (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, Steven Sprague, 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 10th day of November, 2025.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the Seal of the City of Fargo, North Dakota, this 10th day of November, 2025.

Steven Sprague
City Auditor

(SEAL)



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

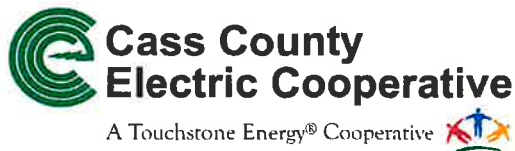
TO: Board of Commissioners
FROM: Susan Thompson, Director of Finance
RE: Cass County Electric Franchise Agreement
DATE: November 3, 2025

Pursuant to a limited franchise agreement between the City of Fargo and Cass Country Electric entered into in July 1995 and amended December 2016, Cass County Electric is required to provide written notice of the intention to service areas annexed into the City of Fargo. Attached is the required notice referring to the annexation of October 16, 2025.

Please receive and file the amendment to the limited franchise agreement adding the area annexed by the City of Fargo on October 16, 2025.

Recommended Motion:

Receive and file the amendment to the limited franchise agreement between the City of Fargo and Cass County Electric adding the area annexed by the City of Fargo on October 16, 2025.



October 27, 2025

Susan Thompson
Finance Director
City of Fargo
225 4th Street North
Fargo, ND 58102

<CERTIFIED MAIL>

Dear Ms. Thompson,

This letter is in reference to the franchise agreement that the City of Fargo granted to Cass County Electric Cooperative, Inc. in December 2016.

In paragraph eleven (11), the agreement refers to a written notice required to add designated areas (annexed property being served by the Cooperative) to this agreement.

Please note the designated areas as referenced below, which are hereby identified as additional annexed areas in which Cass County Electric Cooperative Inc. will provide service to existing and new customers:

Part of the West half of the northwest quarter of section 14, Township 140 North, Range 49 West of the 5th principle meridian, Cass County, North Dakota. The area is more particularly described in the Annexation Plat.

This area was annexed into the City of Fargo and recorded at the Cass County Recorder's office on October 16, 2025, at 2:41 PM, Document No. 1745101.

Sincerely,

A handwritten signature in black ink that reads 'Troy Knutson'.

Troy Knutson, PE
Manager of Engineering
Cass County Electric Cooperative

Cc: Paul Matthys, CEO, Cass County Electric Cooperative, Inc.
Jodi Bullinger, VP of Engineering and Operations, Cass County Electric Cooperative, Inc.
Ms. Tami Norgard, Vogel Law, Attorney for Cass County Electric Cooperative, Inc.



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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: 11/5/2025

Receive & File: Sales Tax Update

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

Award & Budget Adjustments

Police – Fargo Police Foundation Donation

Other Financial Considerations

Fire – Frontload Request

Planning – Contract Amendment

City of Fargo

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

Data as of 10/30/2025

Payment Date	Collection Month	County Amount	County Collections	County Growth %	2% Sales Tax		PSST Amount	Infra & FC Amount	Infra & FC Collections Total Amount	City Total Amount	City Growth %
			14,888,265.54	0.64%					43,881,941.69	47,494,113.02	-1.81%
10/21/2025	Aug-25	2,281,923.54					835,497.50	6,683,979.99			
9/22/2025	Jul-25	1,796,292.91					622,825.54	4,982,604.32			
8/21/2025	Jun-25	2,270,466.69					803,789.60	6,430,316.85			
7/22/2025	May-25	2,053,576.19					749,363.21	5,994,905.70			
6/20/2025	Apr-25	1,616,213.54					600,695.48	4,805,564.00			
5/21/2025	Mar-25	1,698,986.33						5,424,656.49			
4/23/2025	Feb-25	1,477,568.31						4,523,059.23			
3/21/2025	Jan-25	1,693,238.03						5,036,855.11			
2/21/2025	Dec-24	2,207,030.88	23,304,345.12	0.86%				6,626,714.99	69,824,744.71		0.83%
1/21/2025	Nov-24	2,281,112.22						6,540,733.39			
12/20/2024	Oct-24	1,764,529.62						5,342,358.63			
11/22/2024	Sept-24	2,257,740.11						6,622,406.84			
10/21/2024	Aug-24	2,088,361.27						6,284,633.45			
9/21/2024	July-24	1,746,626.42						5,168,111.30			
8/21/2024	June-24	2,659,707.17						7,859,913.01			
7/22/2024	May-24	1,348,902.41						4,252,926.43			
6/24/2024	Apr-24	1,759,660.73						5,404,517.72			
5/21/2024	Mar-24	2,276,388.27						6,980,911.25			
4/22/2024	Feb-24	1,023,591.77						3,163,097.74			
3/21/2024	Jan-24	1,890,694.25						5,578,419.96			
2023 Collections			23,106,462.71	8.18%					69,250,461.96		4.02%
2022 Collections			21,358,922.89	-2.56%					66,571,120.26		4.28%
2021 Collections			21,920,710.74	31.11%					63,840,810.53		29.90%
2020 Collections			16,719,327.13	0.30%					49,146,842.57		-5.00%
2019 Collections			16,670,136.34	6.04%					51,732,824.69		7.36%
2018 Collections			15,720,221.20						48,185,965.90		
2017 Collections			2,796,024.89								
Totals Since 2019			\$ 156,484,417						\$ 471,476,769		

Report of Action:
FAHR Meeting of November 3, 2025

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

Department: Police Department

Description: See memo. Police request to accept a Fargo Police Foundation donation to purchase two massage chairs in alignment with their wellness initiative. Quotes were obtained from several vendors, with the product provided by Infinity/Kyota deemed as the most appropriate for their needs relative to cost.

Net Financial Impact: \$0 (grant funded)

At their meeting, FAHR endorsed this request.

Suggested Motion:

Accept the \$10,998 donation from Fargo Police Foundation and authorize purchase of two massage chairs, along with related budget adjustments.



FARGO POLICE DEPARTMENT

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

OFFICE OF THE CHIEF

MEMORANDUM

To: FAHR Committee and City Commissioners

From: Chief David B. Zibolski *DZ*

Date: October 30, 2025

RE: Acceptance of Fargo Police Foundation Donation for Police Department
Wellness Initiative: Massage Chairs

Dear City Commissioners,

The Fargo Police Department respectfully requests approval to accept a donation from the Fargo Police Foundation in the amount of \$10,998 to support the acquisition of two Infinity Dynasty 4D Massage Chairs. These funds were formally approved by the Fargo Police Foundation on October 28, 2025.

As part of the Fargo Police Department's ongoing commitment to staff wellness, this request aims to provide high-quality relaxation and recovery resources that promote physical and mental health, reduce stress, and enhance overall morale.

The total donation will fully cover the following costs:

- \$9,998 – Purchase of two Infinity Dynasty 4D Massage Chairs (4,999 each)
- \$1,000 – Shipping/Delivery/Set up

This entire Wellness Initiative for two massage chairs, will be fully funded through the generous donation of the Fargo Police Foundation.

This initiative aligns directly with the Foundation's mission and vision to invest in staff wellness, enhance public safety, and strengthen police-community relationships.

We appreciate the Committee's consideration and ongoing support of public safety efforts.

We respectfully request a motion to:

- Accept the \$10,998 donation into revenue account = **101-0000-365.85-00**
- Utilize identified expense account line = **101-5045-411.61-40**
 - **PD95** = Fargo Police Foundation
- **Request For Quote# 25306**



FARGO POLICE DEPARTMENT

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

MEMORANDUM

To: Chief David Zibolski

From: Sgt. Nick Kjonaas

Date: 10/27/2025

RE : Massage Chair Proposal from Sgt. Shawn Gamradt

Fargo Police Department Wellness Initiative: Massage Chair Proposal

Summary Explanation

As part of the Fargo Police Department's commitment to officer wellness, we have evaluated several massage chair options from both national and local vendors. The goal is to provide high-quality relaxation and recovery resources for our staff, supporting physical and mental health, stress reduction, and overall morale.

Options include advanced models from Infinity/Kyota (a national brand with proven law enforcement use and robust warranties), as well as chairs from HOM Furniture and Ashley Furniture—both local companies.

Choosing a local vendor may offer advantages in customer service, faster support, and easier warranty claims, which can be especially valuable for ongoing maintenance and satisfaction.

All vendors have indicated that tariffs will increase pricing beginning in 2026, so purchasing in 2025 secures the best value.

Comparison of Chair Options (Most to Least Expensive)

Model	Vendor	Price (each)	MSRP	Warranty/Protection	Key Features & Notes
CADET II	HOM Furniture	\$7,200	\$9,600	Not specified	Premium build, designed for comfort, limited public reviews/features
Kyota Nokori M980 Syner-D	Infinity/Kyota	\$6,499	N/A	4-year limited	Dual back mechanism body scanning, voice control, heated massage, Bluetooth audio
CZAR II	HOM Furniture	\$5,700	\$7,600	Not specified	Premium build, designed for comfort, limited public reviews/features
Infinity Dynasty 4D	Infinity/Kyota	\$4,999	N/A	5-year limited	4D massage, voice control, Bluetooth, chromotherapy, heated massage
Kyota Yugana M780	Infinity/Kyota	\$3,999	N/A	4-year limited	4D massage, zero gravity, heated lumbar, voice control, Bluetooth
Ease Massage Chair	Ashley Furniture	\$3,700	\$5,200	5-year plan \$1,185	Modern design, basic massage functions, protection plan covers up to 4 chairs

Note: All vendors have stated that tariffs will increase pricing beginning in 2026.

Recommendation

After reviewing all options, the Infinity Dynasty 4D Massage Chair offers the best combination of advanced wellness features, proven reliability in law enforcement settings, and value for price.

- Recommended Purchase:
- Purchase two Infinity Dynasty 4D Massage Chairs for the department wellness room, with the option to expand to four chairs in 2026.

Rationale:

- Advanced features (4D massage, body scanning, voice control, Bluetooth, heated massage, chromotherapy)
- 5-year limited warranty and nationwide service network
- Strong testimonials and case studies from other police departments
- Competitive pricing compared to other premium options

Reviewer Comments

Zibolski, David (115)

presented to FPF on 10/28/25. Two chairs approved.

CC: A/C

Capt. Moser

Sgt. Kjonaas

BUDGET ADJUSTMENT REQUEST

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

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

DEPARTMENT: Police

REQUESTED BY: Chief David Zibolski

PROJECT NUMBER : PD95

DATE PREPARED: 10/30/2025

DESCRIPTION OF REQUEST:

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

Purchase two mo

REVENUE ACCOUNT NUMBER:	CURRENT BUDGET	REQUESTED ADJUSTMENT	NEW BUDGET
101-000-365.85-00		\$ 10,998 =	\$ 10,998
		= \$	-
	+	= \$	-
	+	= \$	-
TOTAL REVENUE ADJUSTMENTS:		\$ 10,998	

EXPENSE ACCOUNT NUMBER:	CURRENT BUDGET	REQUESTED ADJUSTMENT	NEW BUDGET
101-5045-411.61-40		\$ 10,998 =	\$ 10,998
		= \$	-
	+	= \$	-
	+	= \$	-
	+	= \$	-
	+	= \$	-
	+	= \$	-
TOTAL EXPENSE ADJUSTMENTS:		\$ 10,998	

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

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

FINANCE DEPT USE ONLY:

FAHR REVIEWED ON:

COMMISSION APPROVED ON:

ENTERED BY FINANCE:

Date:

By:

BA#



Report of Action:
FAHR Meeting of November 3, 2025

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

Department: Fire Department

Description: See memo. Fire requests permission to front load a position in the January academy in anticipation of a 1Q 2026 retirement. Including the additional costs of the front load, there remains a net savings verses budget of approximately \$22,000 with the adjusted staff plan.

Net Financial Impact: \$0 (net savings)

At their meeting, FAHR endorsed this request.

Suggested Motion:

Approve the fire department frontload request of one firefighter in the January 2026 Fire Academy in anticipation of a 1Q 2026 retirement.



Fire Department
637 NP Avenue
Fargo, ND 58102
Phone: 701.241.1540 | Fax: 701.241.8125
www.FargoND.gov

MEMORANDUM

TO: BOARD OF CITY COMMISSIONERS

FROM: FIRE CHIEF GARY LORENZ

DATE: OCTOBER 30, 2025

SUBJECT: Fire Department Firefighter Frontload Request

One of the Fargo Fire Department Captains is planning to retire in March of 2026. The fire department is requesting permission to hire a firefighter to frontload the retiring captain position for the January 2026 academy class. If the fire department is unable to frontload the position for the January 2026 class, the fire department would plan to fill the position in the August 2026 academy that won't be finished until December 2026, approximately nine months after the March 2026 planned retirement.

The Fargo Fire Department generally holds two new firefighter academy classes annually to fill open firefighter positions. Each academy class is 18 weeks long. The hiring process typically takes about two months to complete. Due to the length of the hiring process and the fire academy, it generally takes at least six months to replace an open firefighter position. The next academy is planned to start on January 20, 2026.

The projected cost of the frontload position is \$20,836.43. However, the fire department has worked with HR Manager Camila Van Dyke to perform a cost analysis of the frontload request (attached). The frontload cost analysis actually shows a 2026 salary savings when replacing a senior captain with a new captain of approximately \$-21,858.37 even with the additional front load cost.

RECOMMENDED MOTION: Approve the fire department frontload request with projected salary savings of approximately \$42,694.29



Report of Action:
FAHR Meeting of November 3, 2025

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

Department: Planning

Description: See memo. Planning requests a change order for Cloudburst, a CDBG/HUD consultant, to increase the contract scope and pricing and extend the contract duration to allow Cloudburst to set up policies and procedures related to Planning's 2025-2029 Consolidated Plan.

Net Financial Impact: \$0 (included with 2026 budgeted funds)

At their meeting, FAHR endorsed this request.

Suggested Motion:

Approve the change order to Cloudburst to extend the contract to year-end 2026 and increase the fee by \$100,000.



PLANNING AND DEVELOPMENT

**225 Fourth Street North
Fargo, North Dakota, 58102**

Phone: 701.241.1474

Fax: 701.241.1526

E-Mail: Planning@FargoND.gov

www.FargoND.gov

MEMORANDUM

TO: Board of City Commissioners

FROM: Nicole Crutchfield, Planning Director

DATE: October 30, 2025

RE: Change Order for Contract with Cloudburst, CDBG/HUD Technical Consultant

Last year, the Planning Department procured Cloudburst as a consultant in order to assist with technical advisory services in the review of the City's policies and procedures related to the administration of CDBG and HOME HUD funds. Throughout the last year, we have revised policies, procedures, and practices for the administration of HUD funds. This work has included training, auditing of procedures, and action plan/consolidated plan development guidance. This service has been extremely valuable in upskilling staff for more long-term efficiency and better application of the funds.

This work has become more complicated than originally planned for and it has been determined that Cloudburst is needed in setting up 2026 policies and procedures related to three new activities that have been established in the 2025-2029 Consolidated Plan. As such, our office is requesting a contract extension and fee increase to obtain services through the end of 2025 and throughout 2026. This will ensure proper program development for the next 5 years as we implement the recently approved 5-year consolidated plan.

Last year, when seeking technical advisory services, Cloudburst was selected due to the fact that are qualified as technical consultants by HUD. They are one of a few firms nationwide that provides contracted services to HUD. Through analysis of these firms, Cloudburst was most applicable to assist with developing policies and procedures that meet HUD standards while also assisting in developing capacity with staff.

The funds for this work are allocated in the Planning Services account for 2025 and 2026. As such, we are seeking approval of the change order to extend the contract to the end of 2026 and to increase the fee by \$100,000.

**MODIFICATION NO. 1
CONTRACT AGREEMENT**

This is MODIFICATION NO. 1 to the Contract Agreement entered as of January 1, 2025 between the City of Fargo and Cloudburst Consulting Group, Inc.

The following terms are modified:

1. On the first page, delete “BUDGET: \$35,000.00” and replace with “BUDGET: **\$100,000.00.**”

2. Delete Article 1.2 “Period of Performance” in its entirety and replace with:

The period of performance for completion of work described in Part 3.0 begins on January 1, 2025 and continues through **December 31, 2026**. At no time shall work take place or be reimbursed outside this period of performance except by formal written modification to this Contract Agreement.

3. Under Part 4.0 STATEMENT OF WORK, insert the following additional tasks:

Management Tools (i.e. CDBG Infrastructure templates and HOME TBRA templates)

4. Delete Part 4.0 Budget in its entirety and replace with:

**Part 5.0
BUDGET**

The total budget is not to exceed **\$100,000**. Given the on-call nature of the requested services, the Cloudburst Project Manager, Ms. Cox, is available to provide an estimate of the level of effort required to complete a specific task or need identified by Fargo.

Under the direction of Ms. Cox, Cloudburst staff asked to assist with TA and Training needs will be billed according to their labor category listed in the table below.

Labor Category	2025 Rate	2026 Rate
Jr Analyst I	\$73.00	\$75.00
Jr Analyst II	\$82.00	\$84.00
Analyst I	\$94.00	\$97.00
Analyst II	\$102.00	\$105.00
Analyst III	\$113.00	\$116.00
Sr Analyst I	\$123.00	\$127.00
Sr Analyst II	\$134.00	\$138.00
Sr Analyst III	\$144.00	\$148.00
Sr Analyst IV / Manager I	\$157.00	\$162.00
SME I / Manager II	\$168.00	\$173.00
SME II / Manager III	\$179.00	\$184.00
SME III / Sr. Manager I	\$188.00	\$194.00
SME IV / Sr. Manager II	\$209.00	\$215.00
Sr SME I	\$225.00	\$232.00
Sr SME II	\$232.00	\$239.00
Sr SME III	\$248.00	\$255.00
Sr. SME IV / Director III	\$266.00	\$274.00
Principal SME I / Exec Dir I	\$294.00	\$303.00

5. All other terms remain unchanged.

In execution of this Modification, each Party acknowledges having; (1) read this entire Modification and (2) the full power and authority to execute this Modification.

Cloudburst Consulting Group, Inc.		City of Fargo	
Signed:		Signed:	
Name:		Name:	
Title:		Title:	
Date:		Date:	



EXEMPT PURCHASE REQUEST FORM (EX)

Requested by:	Nicole Crutchfield	Department:	Planning
Date of Request:	11/27/2024	Phone Number:	701-241-1474
E-mail:	NCrutchfield@FargoND.gov	Reference exemption table justification on page 1 <u>i</u>	
Dept Head Signature:	<i>Nicole Crutchfield</i>	Estimated Amount of Purchase:	35,000.00

Product or Service description:

Consulting company to help the City of Fargo ascertain compliance gaps with CDBG and HOME fund management. They are the only company that have been contracted by HUD to meet the Technical Assistance qualifications for HUD related to compliance and risk assessment.

Is a Contract required? Yes ☒ No ☐

Vendor Name: The Cloudburst Group			
Address: 8400 Corporate Drive			
City: Landover	State: MD	Zip Code: 20785	
Contact Person: Denise Lomuntad	Title: Sr. Contracts Manager		
Telephone: 301-412-9229	Email: denise.lomuntad@cloudburstgroup.com		
Purchasing Manager Approval:			
Exempt Purchase (EX) Number:	EX25023		

CONTRACT AGREEMENT

CONTRACTOR: Cloudburst Consulting Group, Inc.	CONTRACT # 1
ADDRESS: 8400 Corporate Drive, Suite 550 Landover, MD 20785	CEILING VALUE NOT TO EXCEED: \$35,000
Federal ID #: 26-0121775	PERIOD OF PERFORMANCE: As defined in Article 1.2
Business Status: S-Corp	

INTRODUCTION

This Contract Agreement, effective as of December 31, 2024 is made between City of Fargo (hereinafter known as "Fargo") a North Dakota municipal corporation, and Cloudburst Consulting Group, Inc. (hereinafter known as "CONTRACTOR"), a Maryland corporation. Fargo and Cloudburst shall be cumulatively referred to herein as the "Parties" or individually as a "Party." The Work, defined in Part 4.0 (Statement of Work) will be performed in accordance with the terms and conditions of this Contract, and any and all attachments and modifications hereto.

This Contract Agreement consists of this signature page and the following sections marked with an X:

X Part 1.0, Schedule	X Part 4.0, Statement of Work
X Part 2.0, General Provisions	X Part 5.0, Budget
_____ Part 3.0, Government Provisions	_____

EACH PARTY ACKNOWLEDGES HAVING READ THIS ENTIRE CONTRACT AGREEMENT AND WITH THE FULL POWER AND AUTHORITY TO EXECUTE THIS CONTRACT, AGREES TO PERFORM IN ACCORDANCE WITH THE TERMS AND CONDITIONS CONTAINED HEREIN.

Cloudburst Consulting Group, Inc.		City of Fargo	
Signed:		Signed:	
Name:	Michelle L. Hayes	Name:	Nicole Crutchfield
Title:	President and CEO	Title:	Planning Director
Date:	1/2/2025	Date:	12/31/2024

PART 1.0 SCHEDULE

ARTICLE 1.1 SCOPE OF WORK

CONTRACTOR, as an independent contractor and not as an agent of Fargo will furnish the necessary personnel, materials, services, equipment and facilities, and all other items necessary to accomplish all tasks specified in PART 4.0 of this Agreement.

CONTRACTOR agrees to use its best efforts to perform all work and obligations under this Contract.

ARTICLE 1.2 PERIOD OF PERFORMANCE

The period of performance for completion of work described in PART 4.0 begins on January 1, 2025 and continues through November 30, 2025. **At no time shall work take place or be reimbursed outside this period of performance except by formal written modification to this Contract Agreement.**

ARTICLE 1.3 DESIGNATIONS OF CONTRACTUAL REPRESENTATIVES:

The Contract administrators for this Contract are as follows:

FOR FARGO:		FOR CONTRACTOR:
Nicole Crutchfield	Name	Denise Lomuntad
Planning Director	Title	Sr. Contracts Manager
225 N. 4 th Street	Address	8400 Corporate Drive
	Address	Suite 550
Fargo, ND 58103	Address	Landover, MD 20785-2238
701-297-7782	Phone #	301-412-9229
701-241-1526	Fax #	301-918-4900
ncrutchfield@fargond.gov	Email	denise.lomuntad@cloudburstgroup.com

ARTICLE 1.4 DELIVERABLES

See Part 4.0 Statement of Work for the composition of any specific required deliverables.

ARTICLE 1.5 BUDGET

See Part 5.0 of this Contract for the relevant Budget.

ARTICLE 1.6 SUBMISSION AND PAYMENT OF INVOICES

All invoices will be on CONTRACTOR's letterhead. Invoices are to be submitted on a monthly basis to Nicole Crutchfield, ncrutchfield@fargond.gov with a copy to Kristi Sylskar, ksylskar@fargond.gov.

Fargo agrees that it will pay CONTRACTOR invoices within thirty (30) days of receipt. Fargo shall promptly notify CONTRACTOR of its intention to suspend payment of any portion of any invoice submission. Payments to the CONTRACTOR by Fargo shall be in U.S. dollars.

******END OF PART 1.0******

PART 2.0 GENERAL PROVISIONS

ARTICLE 2.1 CONTRACTOR RELATIONSHIP

The relationship of CONTRACTOR to Fargo is that of an independent contractor, and nothing in this Contract shall be construed as creating any other relationship. As such, CONTRACTOR shall comply with all laws and assume all risks incident to its status as an independent contractor. This includes, but is not limited to, responsibility for all applicable federal and state income taxes; associated payroll and business taxes, licenses and fees, and such insurance as is necessary for CONTRACTOR protection in connect with work performed under this Agreement. Neither CONTRACTOR nor anyone employed by it shall be represented, act, purport to act, or be deemed to be an agent, representative, employee, or servant of Fargo.

ARTICLE 2.2 TECHNICAL DIRECTIONS

When, in the opinion of CONTRACTOR, technical direction calls for effort outside the scope of the Statement of Work, CONTRACTOR shall so notify Fargo Contract Administrator and the originator of the technical direction in writing. No action shall be taken by CONTRACTOR with respect to such technical direction until the matter is resolved.

ARTICLE 2.3 DEBARMENT AND SUSPENSION

In accepting this Contract, the CONTRACTOR certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any Federal department or agency. Any change in the debarred or suspended status of the CONTRACTOR during the life to this Contract must be reported to Fargo.

ARTICLE 2.4 RESERVED

ARTICLE 2.5 DISPUTES

- A. The parties agree to use good faith efforts to resolve any disputes arising under this Contract. The parties' respective project managers shall first attempt to resolve such disputes. If the project managers cannot resolve such disputes despite their good faith efforts, then the companies' senior management shall attempt to resolve such disputes.
- B. Pending final decision on any dispute under this Article, Fargo and CONTRACTOR will proceed with Contract performance, except when Fargo has terminated the Contract or a stop work order has been issued to CONTRACTOR. Nothing in this Section B shall be read as permitting CONTRACTOR to proceed with Contract performance after Fargo has terminated the Contract or issued a stop work order to CONTRACTOR.
- C. This Contract shall be governed, construed and interpreted in accordance with the laws of the State of North Dakota. Any litigation arising out of this Contract will be venued in State District Court in Cass County, North Dakota, and the parties waive any objection to venue or personal jurisdiction.

ARTICLE 2.6 WORKING FILES

CONTRACTOR shall maintain accurate working files of all work documentation in the performance of this Contract.

ARTICLE 2.7 CONFLICT OF INTEREST

CONTRACTOR represents that there is no conflict of interest between CONTRACTOR's performance of this Contract and CONTRACTOR's performance under any other contract or agreement to which it is now a party or intends to become a party to in the future. In the event that CONTRACTOR believes that there is any such conflict, or any such conflict arises during the term of this Contract or extension thereof, it will advise Fargo Contract Administrator in writing.

ARTICLE 2.8 EQUAL EMPLOYMENT OPPORTUNITY

CONTRACTOR shall abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities and prohibit discrimination against all individuals based on their race, color, religion, sex, or national origin. Moreover, these regulations require that covered prime contractors and Contractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, national origin, protected veteran status or disability.

ARTICLE 2.9 DATA RIGHTS AND INTELLECTUAL PROPERTY

Subject to the rights of the Government, CONTRACTOR shall retain all rights, title, and interest in and to all intellectual property conceived or reduced to practice in the conduct of the research project during the term of this Agreement by CONTRACTOR personnel ("CONTRACTOR Intellectual Property"). Conversely, Fargo also retains all rights, title, and interest in and to all intellectual property conceived or reduced to practice in the conduct of the research project during the term of this Agreement by Fargo personnel ("Fargo Intellectual Property"). The rights, title, and interest in any intellectual property jointly conceived or reduced to practice in the conduct of the research project during the term of this Agreement by CONTRACTOR and Fargo personnel ("Joint Property") shall be retained jointly by CONTRACTOR and Fargo, and such joint ownership shall be determined in accordance with appropriate U.S. laws.

Each party will give appropriate attribution to the other party, including listing the names of authors, on any products resulting from this Contract.

ARTICLE 2.10 TERMINATION

A. Fargo may terminate this Contract, in whole or in part, for default based upon any of the following default conditions: (i) CONTRACTOR fails to fulfill any of its obligations hereunder; (ii) CONTRACTOR fails to provide written assurances of performance after such assurances are requested by Fargo, (iii) the cessation of CONTRACTOR's operations in the normal course of business; or (iv) insolvency of CONTRACTOR or the entering into or filing by or against the CONTRACTOR of a petition, arrangement, or proceeding seeking an order for relief under the bankruptcy laws of the United States, a receivership for any of the assets of the CONTRACTOR,

a composition with or assignment for the benefit of creditors, a readjustment of debt, or the dissolution or liquidation of the CONTRACTOR.

B. Prior to termination for default under any conditions, Fargo shall notify CONTRACTOR in writing of the default condition and shall allow CONTRACTOR ten (10) business days within which to affect a cure. If the condition is cured within the allowed period, this Contract shall remain in full force and effect. If the default condition remains uncured beyond the allowed period, Fargo may terminate this Contract, in whole or in part by written notice of termination to the CONTRACTOR.

C. All notices of termination shall minimally state the basis for termination, and the date upon which such termination will become effective.

D. Upon termination of this Contract for any reason, and except as otherwise directed by Fargo, CONTRACTOR shall: (i) stop work under this Contract on the date and to the extent specified in the notice of termination, (ii) terminate all orders and lower tier contracts to the extent that they relate to the performance of any work terminated by the notice of termination, and (iii) transfer all work in progress which is included in the terminated work to Fargo.

ARTICLE 2.11 INDEMNIFICATION

To the extent permitted by law, Fargo and CONTRACTOR shall indemnify and hold each other harmless against all liability or loss, demands, suits, damages and against all claims or actions, fines or judgments (including costs, attorneys' and witnesses' fees and expenses incident thereto, provided such costs are actual, reasonable and necessary) based upon or arising out of damage, or injury (including death) to persons or property caused by the negligent acts or omissions of either party in connection with the performance of this Contract.. Further, in no event shall CONTRACTOR, its affiliates or employees be liable to Fargo for any special, indirect, or consequential damages of any nature.

Fargo shall promptly notify CONTRACTOR of any claim against Fargo which is covered by this indemnification provision and shall authorize representatives to settle or defend any such claim or suit and to represent Fargo in such litigation.

ARTICLE 2.12 INSURANCE

Upon execution of the Contract, the CONTRACTOR certifies that it maintains throughout this Contract the following insurances at, or in excess of, the limits detailed below.

- Worker's compensation and employer's liability insurance as required by the state of North Dakota.

ARTICLE 2.13 RESERVED

ARTICLE 2.14 NONDISCLOSURE

A. CONTRACTOR and Fargo each acknowledges that, in performing this Contract, they may be required to make available to each other certain information which may be considered proprietary and which the giving party, shall label or identify in tangible form

as "proprietary". Additionally, CONTRACTOR acknowledges that it may gain access to certain information which may be considered proprietary to Fargo. Such information includes without limitation, information related to patents, research, development, computer software, designs or processes, pricing, trade secrets, customer lists and technical and business information and know-how ("Proprietary Information"). CONTRACTOR and Fargo agree to safeguard and hold in strictest confidence all Proprietary Information.

- B. Subject to the Open Records laws of Chapter 44-04 of the North Dakota Century Code requiring Fargo to make its records open and available for inspection, Fargo and CONTRACTOR agree not to make use of nor disclose to third parties any Proprietary Information except in performance hereunder or as expressly authorized in writing by the disclosing party or, where Fargo's Proprietary Information is being used or disclosed, by Fargo. Obligations under the terms of this provision shall survive termination of this Contract for a period of three (3) years.
- C. Notwithstanding anything contained in paragraphs A and B above, CONTRACTOR and/or Fargo shall not be liable for any release or use of any information if the other party can demonstrate by written evidence that the information:
 - 1. is part of the public domain through no fault of the disclosing party; or
 - 2. is in the disclosing party's rightful possession at the time of receipt thereof; or
 - 3. is known to the disclosing party independently of the other and from a source other than one having an obligation of confidentiality; or
 - 4. is independently developed by the disclosing party without violation of this Contract or any other agreement.
 - 5. is disclosed by order of a court, after the other party is promptly notified provided an opportunity to oppose such order.

ARTICLE 2.15 SEVERABILITY

If any provision of this Contract is or becomes void or unenforceable by force or operation of law, the other provisions shall remain valid and enforceable.

ARTICLE 2.16 FORCE MAJEURE

- A. Neither party shall be responsible for any failure to comply with, or for any delay in performance of the terms of this Contract, where such failure or delay arises from: (i) acts of God, (ii) acts of the Government in its sovereign (and not contractual), (iii) fires, (iv) floods, (v) epidemics, (vi) quarantine restrictions, (vii) strikes, (viii) freight embargoes, (ix) unusually severe weather, or (x) shortages of supplies or materials where such supplies or materials were unobtainable from an alternate source. In all such events where performance is delayed or prevented, the affected party shall nonetheless exert reasonable and diligent efforts to remove said causes and resume performance hereunder.

ARTICLE 2.17 ORDER OF PRECEDENCE

In the event of an inconsistency in this Contract, unless otherwise provided herein, the inconsistency shall be resolved by giving precedence in the following order:

- A. Part 1.0 Schedule
- B. Part 2.0 General Provisions
- C. Part 3.0 Government Provisions [Intentionally Omitted]
- D. Part 4.0 Statement of Work and/or Specifications

ARTICLE 2.18 ENTIRE AGREEMENT

Both parties acknowledge that they have read this Contract, understood it, and agree to be bound by its terms and further agree that it is the entire agreement between the parties hereto which supersedes all prior agreements, written or oral, relating to the subject matter hereof. No modification or waiver is effective unless in writing and signed by both parties.

******END OF PART 2.0******

PART 3.0
GOVERNMENT PRIME CONTRACT CLAUSES & PROVISIONS

*** * * INTENTIONALLY OMITTED * * ***

PART 4.0 STATEMENT OF WORK

HOME & CDBG Technical Assistance

Cloudburst staff will be available to provide HOME and CDBG Technical Assistance (TA) to Fargo staff. TA topics may vary and are subject to Fargo's needs. Below is a list of potential TA activities that staff may request through this contract.

- Provide recommendations on how to strategically shift programs for better outcomes and greater impact
- Facilitate program design and policy decisions
- Review and develop policies and procedures
- Review RFP or application and scoring criteria
- Provide training on specific regulations, program requirements and eligible costs
- Develop monitoring plans
- Assess internal capacity to administer CDBG and HOME and how to structure staffing
- Assess external capacity of affordable housing and service providers

HOME & CDBG Training

Fargo staff and Cloudburst can work together to choose training topics and a training schedule that aligns with Fargo's most pressing needs. Cloudburst has experience providing training to grantee staff in the following areas:

- HOME & CDBG regulatory compliance
- Subrecipient management overview and best practices
- IDIS Training & financial management
- 2 CFR 200
- Environmental reviews overview and best practices
- Housing First principles, components, and best practices
- Safe Housing principles, components, and best practices
- Permanent Supportive Housing development and finance principles and best practices

Contract Assumptions

- Cloudburst will provide support to staff based on Fargo's needs.
- Cloudburst's Project Manager will determine and identify appropriate staff to assist Fargo and address TA needs, as identified by Fargo and/or Cloudburst. Cloudburst and Fargo staff will work collaboratively to identify training and TA priorities and to develop a schedule following contract execution.
- All program staff will bill at a rate consistent with their labor category.
- Requests received by Cloudburst will be acknowledged within two business days.
- An alternate point of contact will be established should the primary point of contact be unavailable.
- If at the end of the period, Fargo wishes to extend the period of performance and/or add additional resources, Cloudburst will update the hourly billing rate accordingly.
- Cloudburst will submit monthly invoices for costs incurred.

******End of Part 4.0******

Part 5.0
BUDGET

The total budget is not to exceed \$35,000. Given the on-call nature of the requested services, the Cloudburst Project Manager, Ms. Cox, is available to provide an estimate of the level of effort required to complete a specific task or need identified by Fargo.

Under the direction of Ms. Cox, Cloudburst staff asked to assist with TA and Training needs will be billed according to their labor category listed in the table below.

Labor Category	Labor Rate
Junior Analyst I	\$ 73.00
Junior Analyst II	\$ 82.00
Analyst I	\$ 94.00
Analyst II	\$ 102.00
Analyst III	\$ 113.00
Sr Analyst I	\$ 123.00
Sr Analyst II	\$ 134.00
Sr Analyst III	\$ 144.00
Sr Analyst IV	\$ 157.00
Manager I	\$ 157.00
SME I	\$ 168.00
Manager II	\$ 168.00
SME II	\$ 179.00
Manager III	\$ 179.00
SME III	\$ 188.00
Sr. Manager I	\$ 188.00
SME IV	\$ 209.00
Sr. Manager II	\$ 209.00
Senior SME I	\$ 225.00
Senior SME II	\$ 232.00
Senior SME III	\$ 248.00
Sr. SME IV / Director III	\$ 266.00
Principal SME I / Exec Dir I	\$ 294.00

****End of Part 5.0****



FARGO FIRE DEPARTMENT
637 NP Avenue North
Fargo, ND 58102-4916
Phone: 701.241.1540 | Fax: 701.241.8125
FargoFire.com

MEMORANDUM

Date: November 6, 2025

To: Board of City Commissioners

From: Brady Scribner, Emergency Manager

Re: NDDDES FY 2024 Emergency Management Performance Grant – Round 2 Award (CFDA 97.042)

Situation:

The **Fiscal Year 2024 Emergency Management Performance Grant (EMPG) – Round 2** has been awarded to The City of Fargo Emergency Management position, by the North Dakota Department of Emergency Services (NDDDES).

Background:

The Emergency Management Performance Grant assists states, local, tribal, and territorial emergency management agencies to implement the National Preparedness System (NPS) and to support the National Preparedness Goal of a secure and resilient nation. Program objectives include:

1. Building and sustaining preparedness capabilities that are identified as high priority through the Threat and Hazard Identification and Risk Assessment (THIRA) process and other relevant information sources
2. Closing capability gaps
3. Building continuity capabilities to ensure governmental essential functions and services resilience

The **FY 2025 EMPG** application was presented to the FAHR Committee on October 6th, 2025. The EMPG is expected annually and tracked with a project code. Grant revenue and related payroll expenditures are tracked, routinely programmed into the annual budget, and expenses reimbursed quarterly. This grant requires a 50/50 cost share of local funds, meaning The City of Fargo will receive 50% of the Total Project Cost if all requirements are met.

Assessment:

The EMPG benefits The City of Fargo by reimbursing a portion of the salary and benefits of the Emergency Manager position. This grant has been awarded to cover expenses for the previous quarter – July to September 2025. A grant award for the **FY 2025 EMPG** grant can be expected once federal funds are allocated to NDDDES.

Recommended Motion:

Sign the **Fiscal Year 2024 Emergency Management Performance Grant (EMPG) – Round 2** award from the North Dakota Department of Emergency Services in the amount of \$30,042 with a local cost share of \$15,021.

Cc: Fire Chief Gary Lorenz

Attachments: EMPG FY 2024 Round 2 Award Letter
EMPG FY 2024 Round 2 Award

11/05/2025

City of Fargo
Brady Scribner
225 4th St. N
Fargo, ND 58102

Dear Brady Scribner

Congratulations on behalf of the North Dakota Department of Emergency Services (NDDes) Division of Homeland Security, your grant application submitted for the FY 2024 Emergency Management Performance Grant (EMPG) Round 2 has been approved for award in the amount of \$15,021.00 (federal share). This grant requires a 50/50 cost share.

To accept the award and the terms and conditions complete the following steps **within 10 days** from the date of this letter:

- Step 1: Print or download the Notice of Grant Award and Special Conditions
- Step 2: Sign page 1 of the Notice of Grant Award
- Step 3: Upload the signed Notice of Grant Award page into the NDDes Grants System (<https://grants.des.nd.gov>) to the Project page. (See directions at the end of this letter.)

DES Grants System Document Upload Instructions

1. Log in at <https://grants.des.nd.gov/>
2. On your home page click on **FY 2024 EMPG Round 2** - this takes you to a screen with a **red** banner at the top.
3. On the left-hand side, click on **Projects**, then click on the project that shows to the right - this takes you to a screen with a **blue** banner at the top.
4. Toward the bottom of the page on the right, click on **Add Document** - follow the directions on your screen and click **Upload** to upload your documents.

Please contact Annette Sabot at 701-328-8251 with any questions.

Sincerely,



Debbie LaCombe
Preparedness Chief



Kelly Armstrong
GOVERNOR

Brig. Gen. Mitchell Johnson
THE ADJUTANT GENERAL &
DIRECTOR - DEPARTMENT
OF EMERGENCY SERVICES

Darin Hanson
DIRECTOR - DIVISION
OF HOMELAND SECURITY AND EMERGENCY
MANAGEMENT

Darin Anderson
DIRECTOR - DIVISION
OF STATE EMERGENCY COMMUNICATIONS
CENTER

**NOTICE OF GRANT AWARD**

Recipient Contact Name: Debbie LaCombe		Recipient Contact #: 701-328-8119	
Title of Grant Program: 2024 Emergency Management Performance Grant			
CFDA No. 97.042 EMPG		Federal Award to NDDes: \$2,840,259.00	
Federal Award Identification Number: EMD-2024-EP-05001		Federal Award Date: 9/25/2024	
This award is not R&D.		Indirect Cost Rate: 0% - ND does not have an approved ICR.	
Federal Awarding Agency: U.S. Department of Homeland Security/FEMA			
Subrecipient Name and Address City of Fargo 225 4th St. N Fargo, ND 58102		Subrecipient Authorized Contact Name: Brady Scribner Telephone: 701-476-4069 Email: BScribner@FargoND.gov	
Subrecipient UEI: K2QJQZVH5PM6	Subrecipient Grant Number: 12	County/Tribe: Cass	
Period of Performance/Budget Period:	Start Date: 7/1/2025	End Date: 9/30/2025	
Total Federal Funds Obligated: \$15,021.00	Subrecipient Cost Share: \$15,021.00	Total Project Cost: \$30,042.00	
Project Description: The intent of this award is to sustain and enhance all-hazards emergency management capabilities of the subrecipient to coordinate natural and man-made hazards, as well as technological events that threaten the security of the homeland and safety and well-being of citizens in accordance with the federal Notice of Funding Opportunity for this grant program, the approved work plan, and approved cost line items.			
Reporting Requirements: Progress reports on the status of the project must be submitted to NDDes quarterly through the NDDes grant portal (https://grants.des.nd.gov). Reports are due January 15, April 15, July 15, and October 15 for the life of the grant. A final report is due upon closeout.			
Special Conditions: The above grant project is approved subject to the special conditions or limitations DHS/FEMA Terms and Conditions as indicated on the attached pages.			
Terms and Conditions: This award is subject to the terms and conditions incorporated directly or by reference in the following: 1) Fiscal Requirements and Other Program Rules, Regulations, Laws, and Policies for Federal Programs which can be found at https://grants/des/nd.gov/site/HSGP.cfm. 2) Applicable Federal and State laws and regulations. 3) The recipient agrees by signing this document that all allocations and use of funds under this grant will be in accordance with the Federal Notice of Funding Opportunity & FEMA Preparedness Grants Manual for this grant program.			
This contract is not effective until fully executed by both parties. By signing below, you are accepting the terms and conditions of the award. Please make sure you read and understand these documents before signing. Maintain a copy of these documents in your official file for this award.			
Evidence of Subrecipient's Acceptance		Evidence of NDDes Approval	
Signature	Date	Signature	Date
Name and Title of Authorized Representative Dr. Tim Mahoney Mayor of Fargo		Name and Title of Authorized Representative Darin Hanson Director, HSEM	



SPECIAL CONDITIONS
Emergency Management Performance Grant (EMPG)

A. DHS Standard Terms and Conditions Generally

The Fiscal Year (FY)2024 DHS Standard Terms and Conditions apply to all new federal financial assistance awards funded in FY 2024. These terms and conditions flow down to subrecipients unless an award term or condition specifically indicates otherwise. The United States has the right to seek judicial enforcement of these obligations. The FY 2024 DHS Standard Terms and Conditions are at www.dhs.gov/publication/fy15-dhs-standard-terms-and-conditions.

B. Assurances, Administrative Requirements, Cost Principles, Representations and Certifications

- DHS financial assistance sub-recipients are required to follow the applicable provisions of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards located at Title 2, Code of Federal Regulations (C.F.R.) Part 200 and adopted by DHS at 2 C.F.R. Part 3002.
- By accepting this agreement, sub-recipients, and their executives, as defined in 2 C.F.R. section 170.315, certify that their policies are in accordance with OMB's guidance located at 2 C.F.R. Part 200, all applicable federal laws, and relevant Executive guidance.

A. General Acknowledgements and Assurances

All recipients, subrecipients, successors, transferees, and assignees must acknowledge and agree to comply with applicable provisions governing DHS access to records, accounts, documents, information, facilities, and staff.

- Sub-recipients must cooperate with any DHS compliance reviews or compliance investigations conducted by DHS.
- Sub-recipients must give DHS access to examine and copy records, accounts, and other documents and sources of information related to the federal financial assistance award and permit access to facilities or personnel.
- Sub-recipients must submit timely, complete, and accurate reports to the appropriate DHS officials and maintain appropriate backup documentation to support the reports.
- Sub-recipients must comply with all other special reporting, data collection, and evaluation requirements, as prescribed by law, or detailed in program guidance.

B. Acknowledgement of Federal Funding from DHS

Sub-recipients must acknowledge their use of federal funding when issuing statements, press releases, requests for proposals, bid invitations, and other documents describing projects or programs funded in whole or in part with federal funds.

C. Age Discrimination Act of 1975

Sub-recipients must comply with the requirements of the Age Discrimination Act of 1975, Public Law 94-135 (1975) (codified as amended at Title 42, U.S. Code, section 6101 et seq.), which prohibits discrimination on the basis of age in any program or activity receiving federal financial assistance.



D. Americans with Disabilities Act of 1990

Sub-recipients must comply with the requirements of Titles I, II, and III of the Americans with Disabilities Act, Pub. L. 101-336 (1990) (codified as amended at 42 U.S.C. sections 12101 - 12213), which prohibits sub-recipients from discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities.

E. Best Practices for Collection and Use of Personally Identifiable Information

Sub-recipients who collect personally identifiable information (PII) are required to have a publicly available privacy policy that describes standards on the usage and maintenance of the PII they collect. DHS defines PII as any information that permits the identity of an individual to be directly or indirectly inferred, including any information that is linked or linkable to that individual. Sub-recipients may also find the DHS Privacy Impact Assessments: Privacy Guidance and Privacy Template as useful resources respectively.

F. Civil Rights Act of 1964 - Title VI

Sub-recipients must comply with the requirements of Title VI of the Civil Rights Act of 1964 (codified as amended at 42 U.S.C. section 2000d et seq.), which provides that no person in the United States will, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance. DHS implementing regulations for the Act are found at 6 C.F.R. Part 21 and 44 C.F.R. Part 7.

G. Civil Rights Act of 1968

Sub-recipients must comply with Title VIII of the Civil Rights Act of 1968, Pub. L. 90-284, as amended through Pub. L. 113-4, as implemented by the U.S. Department of Housing and Urban Development at 24 C.F.R. Part 100.

H. Copyright

Sub-recipients must affix the applicable copyright notices of 17 U.S.C. sections 401 or 402 and an acknowledgement of U.S. Government sponsorship (including the award number) to any work first produced under federal financial assistance awards.

I. Debarment and Suspension

Sub-recipients are subject to the non-procurement debarment and suspension regulations implementing Executive Orders (E.O.) 12549 and 12689, which are at 2 C.F.R. Part 180 as adopted by DHS at 2 C.F.R. Part 3000. These regulations restrict federal financial assistance awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs or activities.

J. Drug-Free Workplace Regulations

Sub-recipients must comply with drug-free workplace requirements in Subpart B of 2 C.F.R. Part 3001, which adopts the Government-wide implementation (2 C.F.R. Part 182) of Sec. 5152-5158 of the Drug-Free Workplace Act of 1988 (41 U.S.C. sections 8101-8106).



13. Duplication of Benefits

Any cost allocable to a particular federal financial assistance award provided for in 2 C.F.R. Part 200, Subpart E may not be charged to other federal financial assistance awards to overcome fund deficiencies; to avoid restrictions imposed by federal statutes, regulations, or federal financial assistance award terms and conditions; or for other reasons. However, these prohibitions would not preclude sub-recipients from shifting costs that are allowable under two or more awards in accordance with existing federal statutes, regulations, or the federal financial assistance award terms and conditions.

14. Education Amendments of 1972 (Equal Opportunity in Education Act) - Title IX

Sub-recipients must comply with the requirements of Title IX of the Education Amendments of 1972, Pub. L. 92-318 (1972) (codified as amended at 20 U.S.C. section 1681 et seq.), which provide that no person in the United States will, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any educational program or activity receiving federal financial assistance. DHS implementing regulations are codified at 6 C.F.R. Part 17 and 44 C.F.R. Part 19.

15. E.O. 14074 – Advancing Effective, Accountable Policing and Criminal Justice Practices to Enhance Public Trust and Public Safety

State, Tribal, local, and territorial law enforcement agencies must comply with the requirements of section 12(c) of E.O. 14074. State, Tribal, local, and territorial law enforcement agencies are also encouraged to adopt and enforce policies consistent with E.O. 14074 to support safe and effective policing.

16. Energy Policy and Conservation Act

Sub-recipients must comply with the requirements of the Energy Policy and Conservation Act, Pub. L. 94- 163 (1975) (codified as amended at 42 U.S.C. section 6201 et seq.), which contain policies relating to energy efficiency that are defined in the state energy conservation plan issued in compliance with this Act.

17. False Claims Act and Program Fraud Civil Remedies

Sub-recipients must comply with the requirements of the False Claims Act, 31 U.S.C. sections 3729- 3733, which prohibit the submission of false or fraudulent claims for payment to the Federal Government. (See 31 U.S.C. sections 3801-3812, which details the administrative remedies for false claims and statements made.)

18. Federal Debt Status

All sub-recipients are required to be non-delinquent in their repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. (See OMB Circular A-129.)

19. Federal Leadership on Reducing Text Messaging while Driving

Sub-recipients are encouraged to adopt and enforce policies that ban text messaging while driving as described in E.O. 13513, including conducting initiatives described in Section 3(a) of the Order when on official government business or when performing any work for or on behalf of the Federal Government.



20. Hotel and Motel Fire Safety Act of 1990

Sub-recipients must ensure that all conference, meeting, convention, or training space funded in whole or in part with federal funds complies with the fire prevention and control guidelines of Section 6 of the Hotel and Motel Fire Safety Act of 1990, 15 U.S.C. section 2225a.

21. John S. McCain National Defense Authorization Act of Fiscal Year 2019

Sub-recipients, and their contractors and subcontractors are subject to the prohibitions described in section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232 (2018) and 2 C.F.R. sections 200.216, 200.327, 200.471, and Appendix II to 2 C.F.R. Part 200. Beginning August 13, 2020. The statute - as it applies to DHS sub-recipients, and their contractors and subcontractors - prohibits obligating or expending federal award funds on certain telecommunications and video surveillance products and contracting with certain entities for national security reasons.

22. Limited English Proficiency (Civil Rights Act of 1964 - Title VI)

Sub-recipients must comply with Title VI of the Civil Rights Act of 1964, (42 U.S.C. section 2000d et seq.) prohibition against discrimination on the basis of national origin, which requires that recipients of federal financial assistance take reasonable steps to provide meaningful access to persons with limited English proficiency (LEP) to their programs and services. For additional assistance and information regarding language access obligations, please refer to the DHS Recipient Guidance: <https://www.dhs.gov/guidance-published-help-department-supported-organizations-provide-meaningful-access-people-limited> and additional resources on <http://www.lep.gov>.

23. Lobbying Prohibitions

Sub-recipients must comply with 31 U.S.C. section 1352, which provides that none of the funds provided under a federal financial assistance award may be expended by the recipient to pay any person to influence, or attempt to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any federal action related to a federal award or contract, including any extension, continuation, renewal, amendment, or modification.

24. National Environmental Policy Act

Sub-recipients must comply with the requirements of the National Environmental Policy Act of 1969, (NEPA) Pub. L. 91-190 (1970) (codified as amended at 42 U.S.C. section 4321 et seq.) and the Council on Environmental Quality (CEQ) Regulations for Implementing the Procedural Provisions of NEPA, which require sub-recipients to use all practicable means within their authority, and consistent with other essential considerations of national policy, to create and maintain conditions under which people and nature can exist in productive harmony and fulfill the social, economic, and other needs of present and future generations of Americans.

25. Nondiscrimination in Matters Pertaining to Faith-Based Organizations

It is DHS policy to ensure the equal treatment of faith-based organizations in social service programs administered or supported by DHS or its component agencies, enabling those organizations to participate in providing important social services to beneficiaries. Recipients must comply with the equal treatment policies and requirements contained in 6 C.F.R. Part 19 and other applicable statutes, regulations, and guidance governing the participation of faith-based organizations in individual DHS programs.



26. Non-Supplanting Requirement

Sub-recipients receiving federal financial assistance awards made under programs that prohibit supplanting by law must ensure that federal funds do not replace (supplant) funds that have been budgeted for the same purpose through non-federal sources.

27. Notice of Funding Opportunity Requirements

All the instructions, guidance, limitations, and other conditions set forth in the Notice of Funding Opportunity (NOFO) for this program are incorporated here by reference in the award terms and conditions. All recipients must comply with any such requirements set forth in the program NOFO.

28. Patents and Intellectual Property Rights

Sub-recipients are subject to the Bayh-Dole Act, 35 U.S.C. section 200 et seq, unless otherwise provided by law. Sub-recipients are subject to the specific requirements governing the development, reporting, and disposition of rights to inventions and patents resulting from federal financial assistance awards located at 37 C.F.R. Part 401 and the standard patent rights clause located at 37 C.F.R. section 401.14.

29. Procurement of Recovered Materials

States, political subdivisions of states (i.e., sub-recipients), and their contractors must comply with Section 6002 of the Solid Waste Disposal Act, Pub. L. 89-272 (1965), (codified as amended by the Resource Conservation and Recovery Act, 42 U.S.C. section 6962.) The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. Part 247 that contains the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition

30. Rehabilitation Act of 1973

Sub-recipients must comply with the requirements of Section 504 of the Rehabilitation Act of 1973, Pub. L. 93-112 (1973) (codified as amended at 29 U.S.C. section 794), which provides that no otherwise qualified handicapped individuals in the United States will, solely by reason of the handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

31. Reporting of Matters Related to Recipient Integrity and Performance

General Reporting Requirements:

If the total value of any currently active grants, cooperative agreements, and procurement contracts from all federal awarding agencies exceeds \$10,000,000 for any period of time during the period of performance of this federal award, then the sub-recipients must comply with the requirements set forth in the government-wide Award Term and Condition for Recipient Integrity and Performance Matters located at 2 C.F.R. Part 200, Appendix XII, the full text of which is incorporated here by reference in the award terms and conditions.



32. Required Use of American Iron, Steel, Manufactured Products, and Construction Materials

Sub-recipients must comply with the Build America, Buy America Act (BABAA), which was enacted as part of the Infrastructure Investment and Jobs Act Sections 70901-70927, Pub. L. No. 117-58 (2021); and Executive Order 14005, Ensuring the Future is Made in All of America by All of America's Workers. See also Office of Management and Budget (OMB), Memorandum M-22-11, Initial Implementation Guidance on Application of Buy America Preference in Federal Financial Assistance Programs for Infrastructure.

33. SAFECOM

Sub-recipients receiving federal financial assistance awards made under programs that provide emergency communication equipment, and its related activities must comply with the SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications.

34. Terrorist Financing

Sub-recipients must comply with E.O. 13224 and U.S. laws that prohibit transactions with, and the provisions of resources and support to, individuals and organizations associated with terrorism. Sub-recipients are legally responsible to ensure compliance with the Order and laws.

35. Trafficking Victims Protection Act of 2000 (TVPA)

Trafficking in Persons:

Sub-recipients must comply with the requirements of the government-wide financial assistance award term which implements Section 106 (g) of the Trafficking Victims Protection Act of 2000 (TVPA), codified as amended at 22 U.S.C. section 7104. The award term is located at 2 C.F.R. section 175.15, the full text of which is incorporated here by reference.

36. Universal Identifier and System of Award Management

Requirements for System for Award Management and Unique Entity Identifier

Sub-recipients are required to comply with the requirements set forth in the government-wide financial assistance award term regarding the System for Award Management and Universal Identifier Requirements located at 2 C.F.R. Part 25, Appendix A, the full text of which is incorporated here by reference.

37. USA PATRIOT Act of 2001

Sub-recipients must comply with requirements of Section 817 of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001 (USA PATRIOT Act), which amends 18 U.S.C. sections 175-175c.

38. Use of DHS Seal, Logo, and Flags

Sub-recipients must obtain permission from their DHS FAO prior to using the DHS seal(s), logos, crests or reproductions of flags or likenesses of DHS agency officials, including use of the United States Coast Guard seal, logo, crests or reproductions of flags or likenesses of Coast Guard officials.



39. Whistleblower Protection Act

Sub-recipients must comply with the statutory requirements for whistleblower protections (if applicable) at 10 U.S.C section 2409, 41 U.S.C. section 4712, and 10 U.S.C. section 2324, 41 U.S.C. sections 4304 and 4310.

40. Environmental Planning and Historic Preservation (EHP) Review

DHS/FEMA funded activities that may require an Environmental Planning and Historic Preservation (EHP) review are subject to the FEMA EHP review process. This review does not address all federal, state, and local requirements. Acceptance of federal funding requires the sub-recipient to comply with all federal, state, and local laws.

DHS/FEMA is required to consider the potential impacts to natural and cultural resources of all projects funded by DHS/FEMA grant funds, through its EHP review process, as mandated by: the National Environmental Policy Act; National Historic Preservation Act of 1966, as amended; National Flood Insurance Program regulations; and any other applicable laws and executive orders. The EHP review process must be completed before funds are released to carry out the proposed project; otherwise, DHS/FEMA may not be able to fund the project due to noncompliance with EHP laws, executive orders, regulations, and policies.

If ground disturbing activities occur during construction, applicant will monitor ground disturbance, and if any potential archeological resources are discovered the applicant will immediately cease work in that area and notify the pass-through entity, if applicable, and DHS/FEMA.

41. Applicability of DHS Standard Terms and Conditions to Tribes

The DHS Standard Terms and Conditions are a restatement of general requirements imposed upon recipients and flow down to subrecipients as a matter of law, regulation, or executive order. If the requirement does not apply to Indian tribes or there is a federal law or regulation exempting its application to Indian tribes, then the acceptance by Tribes of, or acquiescence to, DHS Standard Terms and Conditions does not change or alter its inapplicability to an Indian tribe. The execution of grant documents is not intended to change, alter, amend, or impose additional liability or responsibility upon the Tribe where it does not already exist.

42. Acceptance of Post Award Changes

In the event FEMA determines that changes are necessary to the award document after an award has been made, including changes to period of performance or terms and conditions, sub-recipients will be notified of the changes in writing. Once notification has been made, any subsequent request for funds will indicate sub-recipient acceptance of the changes to the award.

43. Disposition of Equipment Acquired Under the Federal Award

For purposes of original or replacement equipment acquired under this award by a non-state recipient or non-state subrecipients, when that equipment is no longer needed for the original project or program or for other activities currently or previously supported by a federal awarding agency, you must request instructions from FEMA to make proper disposition of the equipment pursuant to 2 C.F.R. section 200.313. State recipients and state subrecipients must follow the disposition requirements in accordance with state laws and procedures.



44. Prior Approval for Modification of Approved Budget

Before making any change to the approved budget for this award, you must request prior written approval from NDDes. NDDes may be required by 2 C.F.R. section 200.308 to request FEMA approval of any budget modifications.

45. NDDes Fiscal Requirements and Other Program Rules, Regulations, Laws, and Policies for Federal Programs

Sub-recipient is required to also follow the applicable provisions of the NDDes Fiscal Requirements and Other Program Rules, Regulations, Laws, and Policies for Federal Programs as well as State or local provisions that may be stricter than Federal or State laws, regulations, or policies. This document can be found under the HSGP tab on the NDDes Grants website at <https://grants.des.nd.gov>.

46. Reimbursements, Quarterly Status Reports, Time Extension Requests, Scope Changes, and Project Closeout

Sub-recipient must submit all reimbursement requests, quarterly reports, time extension requests, scope change requests, and project closeouts along with required documentation in the NDDes Grants Management System at <https://grants.des.nd.gov>.

47. EM Duties Checklist

All work plan activities listed on the EM Duties Checklist must be completed. Grant award will be reduced for any tasks not completed by the deadline and in the amount designated for each task in accordance with the EM Duties Checklist.

48. Un-expended Funds

At the conclusion of the period of performance as noted on the Notice of Grant Award, upon completion of the project, or withdrawal of the project by the sub-recipient; whichever comes first, unexpended funds will be de-obligated. By signing the Notice of Grant Award, the sub-recipient is authorizing NDDes to expend the de-obligated funds on program costs.

49. Award Acceptance

The Notice of Grant Award and these Special Conditions constitute the operative document obligating and reserving the Federal funds for use by the sub-recipient. By signing the Notice of Grant Award sub-recipients is certifying acceptance of the terms and conditions of the award.



22

MEMORANDUM

TO: BOARD OF CITY COMMISSIONERS

FROM: JENN FAUL *JF*
DIRECTOR OF PUBLIC HEALTH

DATE: NOVEMBER 5, 2025

**RE: GRANT AGREEMENT AMENDMENT FROM ND DEPARTMENT
OF HEALTH AND HUMAN SERVICES HIV. HCV COUNSELING,
TESTING AND REFERRAL (CTR).
NO: G25.160A CFDA: 94.940 FOR \$44,000
FUNDS: \$31,300
EXPIRES: 05/31/2026**

The attached grant award amendment for an additional \$31,300 for HIV. HCV counseling, testing, and referral work carried out about 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 amendment 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 G25.160A	CFDA Name HIV: HIV Prevention Activities Health Department Based GF: Not Applicable	CFDA Number HIV: 93.940 for \$44,000 GF: Not Applicable for \$4,900	
FAIN Number HIV: NU62PS924833 GF: Not Applicable	Grant Type (Check One) ☒ Program ☐ R&D	Grant Start Date 7/1/2025	
Federal Award Date HIV: 6/25/2025 GF: Not Applicable	Grant End Date 5/31/2026		
Federal Awarding Agency HIV: Department of Health and Human Services, Centers for Disease Control (CDC). GF: Not Applicable			
This award is not effective and expenditures related to this award should not be incurred until all parties have signed this document.			
Title of Project/Program HIV.HCV Counseling, Testing and Referral (CTR)	North Dakota Department of Health and Human Services (NDDHHS) Project Code HIV: 2241 S537-OC-00 32 \$44,000. GF: 2241 Z639-OC-00 31 \$4,900.		
Grantee Name Fargo Cass Public Health	Project Director Lindsey VanderBusch, MPH		
Address: 1240 25th Street South	Address: 600 E Boulevard Ave, Dept 325		
City/State/ZIP Code: Fargo, ND 58103	City/State/ZIP Code: Bismarck, ND 58505-0250		
Contact Name: Jenn Faul	Contact Name: Lindsey VanderBusch		
Telephone Number: 701-241-1380	Telephone Number: 701-328-4555		
Email Address: jfaul@fargond.gov	Email Address: lvanderbusch@nd.gov		
	NDDHHS Cost Share	Grantee Cost Share	Total Costs
Amount Awarded	\$31,300	\$0	\$31,300
Previous Funds Awarded	\$17,600	\$0	\$17,600
Total Funds Awarded	\$48,900	\$0	\$48,900
Indirect Rate (Check One)	☐ Subrecipient waived indirect costs	☒ De minimis rate of 10 % (limited to 15%)	☐ Negotiated/Approved rate of %
Scope of Service This amendment provides additional funding of \$31,300 for the continued support of the scope of service requirements as noted in the original agreement.			
Reporting Requirements All reporting requirements of the original agreement remain the same.			
Special Conditions All special conditions of the original agreement remain the same.			
This Notice of Grant Award is subject to the terms and conditions incorporated either directly or by reference in the following: (1) Requirements Addendum and Grantee Assurances for Notice of Grant Awards issued by the NDDHHS as signed by Grantee for the period of July 1, 2025 to June 30, 2027 [Finance Use Only: ☒ Requirements Received; ☐ Questionnaire received] and (2) applicable State and Federal regulations.			
Evidence of Grantee's Acceptance		Evidence of NDDHHS Acceptance	
Date 11/05/2025	Signature 	Date	Signature
Typed Name/Title of Authorized Representative Jenn Faul Director of Public Health		Typed Name/Title of Authorized Representative Lindsey VanderBusch, MPH, Unit Director Sexually Transmitted and Blood Borne Diseases	
Date	Signature	Date	Signature
Typed Name/Title of Authorized Representative Timothy J. Mahoney Mayor, City of Fargo		Typed Name/Title of Authorized Representative Dirk D. Wilke, J.D., M.B.A., Executive Director of Public Health	
ATTEST: _____ 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.



23

Memorandum

DATE: November 10, 2025
TO: Mayor Mahoney and Board of City Commissioners
FROM: Shawn Ouradnik, Inspections Director
SUBJECT: Dangerous Building Public Hearing request for 1544 3 AVE S, Fargo, ND

The property owner of 1544 3 AVE S, Fargo, ND 58103, Daniel Wahl, has failed to comply with the order to either obtain a permit and repair or remove the heavily damaged structure at that location within the time allowed for that removal. In accordance with Fargo Municipal Code Article 21-04, it will now be necessary for you to set a date for a hearing of this order at which time the property owner will be able to appear and show cause why the building should not be removed and the costs of that removal assessed against this property.

The recommendation is **to make a motion, in accordance with FMC Article 21-04, to set 5:05 pm Monday, November 24, 2025 as the time and date for the hearing regarding the dangerous building order for the structure at 1544 3 AVE S, Fargo, ND 58103.**

24

City of Fargo Staff Report			
Title:	Archer Place First Addition	Date: Update:	10/1/2025 11/5/2025
Location:	3219 Archer Place South	Staff Contact:	Donald Kress, planning coordinator
Legal Description:	Lot 10, Block 2, Selkirk Place First Addition		
Owner(s)/Applicant:	Rose Creek Development Corporation / Neset Land Surveys	Engineer:	Neset Land Surveys
Entitlements Requested:	Minor Subdivision (Plat of Archer Place First Addition , a replat Lot 10, Block 2, Selkirk Place First Addition, to the City of Fargo, Cass County, North Dakota)		
Status:	City Commission Consent Agenda: November 10, 2025		

Existing	Proposed
Land Use: Platted; not developed	Land Use: Residential
Zoning: SR-4, Single-Dwelling Residential	Zoning: No change
Uses Allowed: Allows detached houses, daycare centers up to 12 children, attached houses, duplexes, parks and open space, religious institutions, safety services, schools, basic utilities, and certain telecommunications facilities	Uses Allowed: No change
Minimum Density: 12.1 dwelling units per acre	Minimum Density: No change

Proposal:

The applicant requests one entitlement:

1. A minor subdivision, entitled **Archer Place First Addition**, a replat Lot 10, Block 2, Selkirk Place First Addition, to the City of Fargo, Cass County, North Dakota

This project was reviewed by the City's Planning and Development, Engineering, Public Works, and Fire Departments ("staff"), whose comments are included in this report.

Surrounding Land Uses and Zoning Districts:

- North: SR-4, single-dwelling residential uses
- East: SR-2, single-dwelling residential uses
- South: SR-4; single-dwelling residential uses
- West: P/I, Public/Institutional; City of Fargo fire station

NOTE: Selkirk Place First Addition is a developing subdivision; not all lots are developed at this time.

Area Plans:

Fargo Growth Plan 2024 designates the subject property as the "Urban Neighborhood" place type. Primary uses within that place type include small lot single-family detached housing and duplexes, with secondary residential uses of triplex, quadplex, townhomes up to 10 units, and pockets of multi-family structures

The current zoning is SR-4, Single-Dwelling Residential is consistent with the Growth Plan place type designation. No zone change or land use plan amendment is proposed with this project.

(continued on next page)

Context:

Schools: The subject property is located within the Fargo School District, specifically within the Centennial Elementary, Discovery Middle and Davies High schools.

Parks: Prairie Farms Park, 5400 31st Street South, is located approximately 0.30 miles northeast of the subject property and provides amenities of basketball court, grill, picnic tables, and a shelter. This park is adjacent to a shared use path. Parks are being developed along County Drain 53, approximately 0.35 mile from the subject property, as part of Selkirk Place Third and Fourth Additions.

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

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

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

Staff Analysis:

This project was reviewed by the City's Planning and Development, Engineering, Public Works, and Fire Departments ("staff"), whose comments are included in this report.

MINOR SUBDIVISION

The plat will replat one lot into two lots for residential development. Each lot meets the minimum dimensional standards for SR-4 zoned lots.

PROPERTY HISTORY

The subject property, along with Lots 9 and 11, Block 2 and Lot 5, Block 5, were configured on the Selkirk Place First Addition plat (2020) so that they could be divided into two lots. Each of these lots has two water and two sewer services to it. Each lot is of sufficient size that two SR-4 zoned lots can be created that meet the minimum area and lot width required for that zone.

Minor Subdivision

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

1. **Section 20-0907.B.3 of the LDC stipulates that the Planning Commission recommend approval or denial of the application, based on whether it complies with the adopted Area Plan, the standards of Article 20-06 and all other applicable requirements of the Land Development Code. Section 20-0907.B.4 of the LDC further stipulates that a Minor Subdivision Plat shall not be approved unless it is located in a zoning district that allows the proposed development and complies with the adopted Area Plan, the standards of Article 20-06 and all other applicable requirements of the Land Development Code.**
The current zoning is SR-4, Single-Dwelling Residential. No zone change is proposed. This zoning is consistent with the "Urban Neighborhood" place type of the Fargo Growth Plan 2024. In accordance with Section 20-0901.F of the LDC, notices of the proposed plat have been sent out to property owners within 300 feet of the subject property. To date, Planning staff has received and responded to two inquiries from neighbors. The project has been reviewed by the city's Planning, Engineering, Public Works, Inspections, and Fire Departments.
(Criteria Satisfied)
2. **Section 20-0907.C.4.f of the LDC stipulates that in taking action on a Final Plat, the Board of City Commissioners shall specify the terms for securing installation of public improvements to serve the subdivision.**
While this section of the LDC specifically addresses only major subdivision plats, staff believes it is important to note that any improvements associated with the project (both existing and proposed) are subject to special assessments. Special assessments associated with the costs of the public infrastructure improvements are proposed to be spread by the front footage basis and storm sewer by the square footage basis as is typical with the City of Fargo assessment principles. Staff has determined that an amenities plan is not required. **(Criteria Satisfied)**

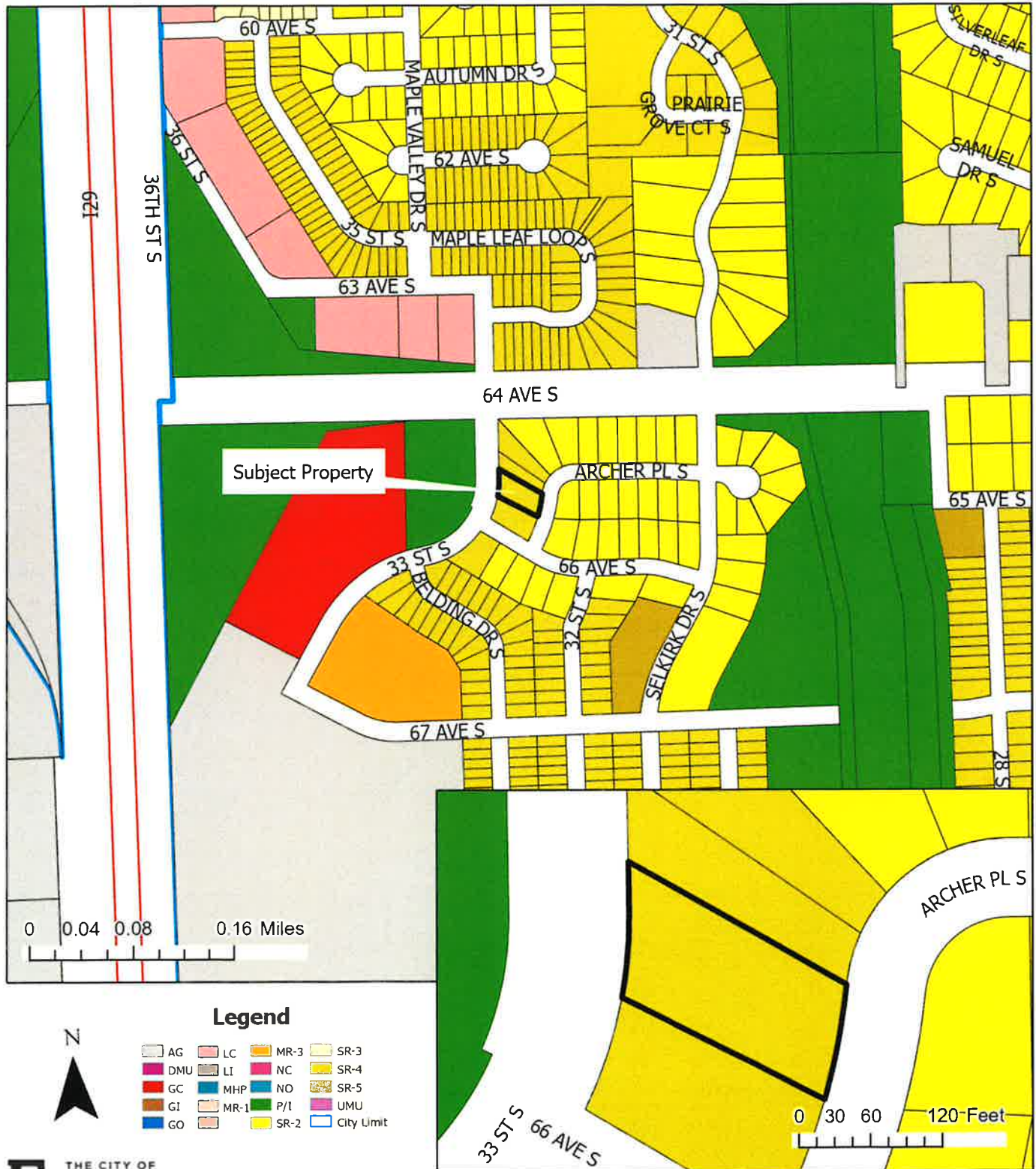
(continued on next page)

Staff Recommendation:
Suggested Motion: "To accept the findings and recommendations of the Planning Commission and staff and move to approve the proposed a plat of the Archer Place First Addition , as presented, as the proposal complies with the Fargo Growth Plan 2024, Standards of Article 20-06, Section 20-0907.B. and C of the LDC, and all other applicable requirements of the LDC."
Planning Commission Recommendation: October 7th, 2025
At the October 7 th , 2025 Planning Commission hearing, that Commission, by a vote of 6-0 with five Commissioners absent, moved to accept the findings and recommendations of staff and recommended approval to the City Commission of the proposed a plat of the Archer Place First Addition , as presented, as the proposal complies with the Fargo Growth Plan 2024, Standards of Article 20-06, Section 20-0907.B. and C of the LDC, and all other applicable requirements of the LDC.
Attachments:
1. Zoning map 2. Location map 3. Preliminary plat

Minor Subdivision

Archer Place First Addition

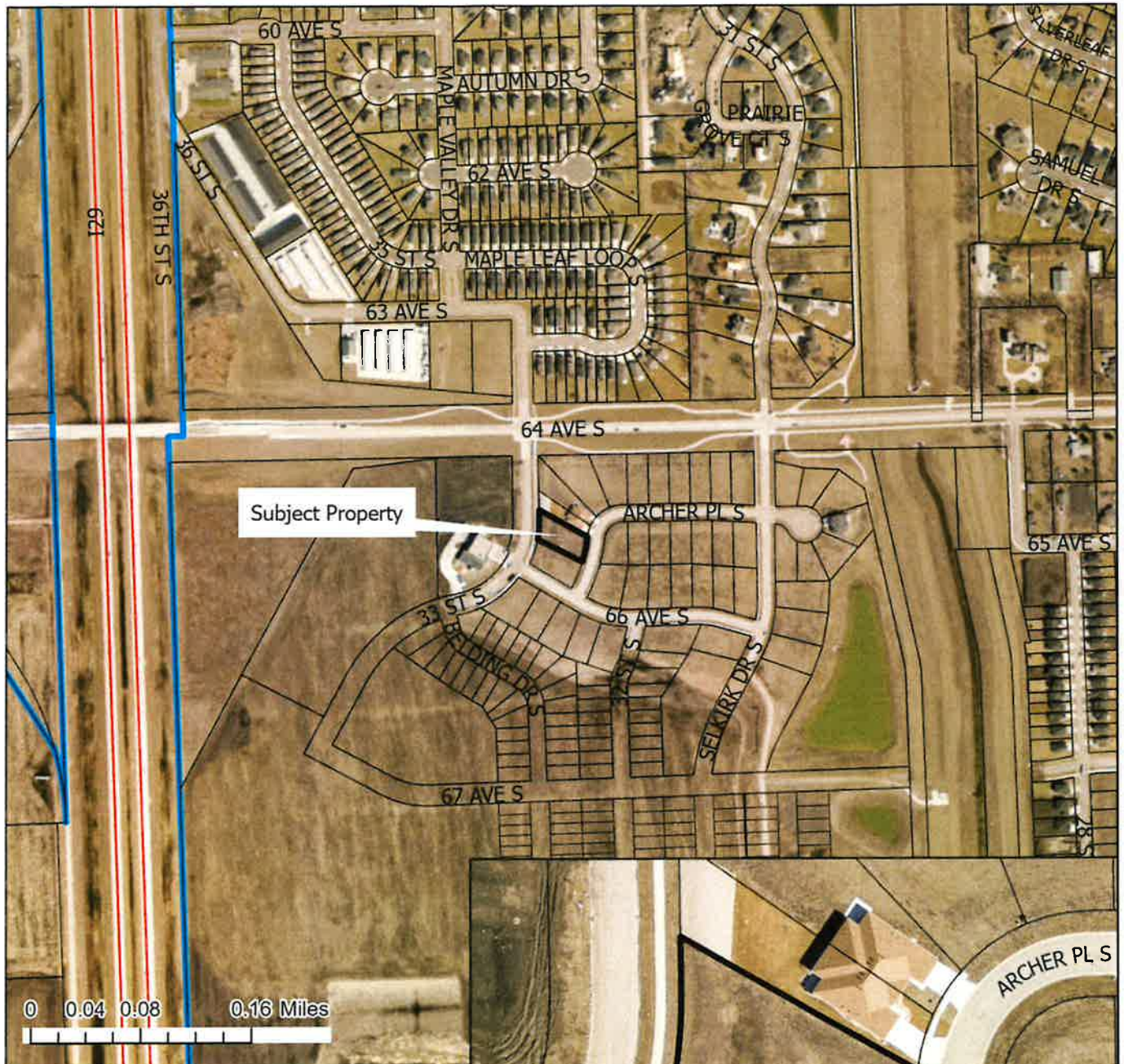
3219 Archer Place South



Minor Subdivision

Archer Place First Addition

3219 Archer Place South



Legend

City Limit

25

City of Fargo Staff Report			
Title:	University South Sixth Addition	Date:	10/1/2025
		Update:	11/5/2025
Location:	2253 & 2285 University Drive South	Staff Contact:	Donald Kress, current planning coordinator
Legal Description:	Lots 1 and 2, Block 1, University South 3rd Addition		
Owner(s)/Applicant:	Grove Enclave, LLC / Houston Engineering	Engineer:	Houston Engineering, Inc.
Entitlements Requested:	Minor Subdivision (Replat of Lots 1 and 2, Block 1, University South 3rd Addition, to the City of Fargo, Cass County, North Dakota)		
Status:	City Commission Consent Agenda: November 10, 2025		

Existing	Proposed
Land Use: Vacant; earlier building was demolished	Land Use: Commercial
Zoning: GC, General Commercial with conditional overlay	Zoning: No change
Uses Allowed: Allows colleges, community service, daycare centers of unlimited size, detention facilities , health care facilities, parks and open space, religious institutions, safety services, basic utilities, adult establishment , offices, off-premise advertising, commercial parking, outdoor recreation and entertainment, retail sales and service, self-service storage , vehicle repair , limited vehicle service , and some telecommunication facilities. Conditional Overlay Ord. No. 5332 prohibits uses as noted above, and prohibits conditional use permits for industrial uses; and prohibits certain types of signs.	Uses Allowed: No change. Conditional overlay will carry through to this subdivision.
Maximum Lot Coverage Allowed: 85%	Maximum Lot Coverage Allowed: No change

Proposal:
The applicant requests one entitlement: 1. A minor subdivision, to be known as University South Sixth Addition, replat of Lots 1 and 2, Block 1, University South 3rd Addition, to the City of Fargo, Cass County, North Dakota This project was reviewed by the City's Planning and Development, Engineering, Public Works, and Fire Departments ("staff"), whose comments are included in this report. Surrounding Land Uses and Zoning Districts: • North: LC, Limited Commercial with commercial uses • East: GC with commercial uses and LC with commercial uses • South: GC with conditional overlay no. 5332; commercial uses • West: GC with conditional overlay no. 5332; commercial uses (continued on next page)

Area Plans:

The Fargo Growth Plan 2024 depicts the subject property within a community center. That plan describes a community center as “a mixed-use district serving households within a half-mile to a mile radius.” A community center “commonly incorporates a blend of commercial, residential, and employment facilities”(Growth Plan page 89). It is staff's understanding that a restaurant is being proposed on the subject property. The GC, General Commercial zoning and proposed use are consistent with the community center designation.

Context:

Schools: The subject property is located within the Fargo School District and is served by Lincoln Elementary, Carl Ben Eielson Middle and South High schools.

Neighborhood: The subject property is located within the Brunsdale neighborhood.

Parks: Lincoln Park, located at 2120 9th Street South, is approximately 0.50 mile east of the subject property and provides amenities of baseball and softball field, multipurpose field, basketball court, a playground, outdoor skating and hockey rink along with a warming house.

Pedestrian / Bicycle: The network varies between wide sidewalks and shared use paths along the University Drive corridor in proximity to the subject property. The facilities connect to the metro area path system.

MATBUS Route: A stop for MATBUS Route 14 is located along 25th Avenue approximately 600 feet southwest of the subject property. This route connects the downtown transit hub with University Drive South and West Acres.

Staff Analysis:**PLATTING HISTORY**

The subject property has been repeatedly replatted, as shown in the chart below.

ADDITION	DATE RECORDED	LOT AND BLOCK SUBJECT PROPERTY WAS PART OF	CHANGE
University South	9/27/2021	Lot 3, Block 1	Replatted as part of Second Addition
University South Second	12/30/2021	Lot 2, Block 1	Replatted as part of Third Addition
University South Third	5/17/2022	Lots 1 and 2, Block 1	Replatted as Fifth Addition
University South Fifth	8/14/2024	Lot 1, Block 1	Fifth Addition vacated by document; lot configuration reverted to Third Addition

(NOTE: The subject property was not included in the University South Fourth Addition)

This plat, University South Sixth Addition, replats two existing lots into a different two-lot configuration for commercial development.

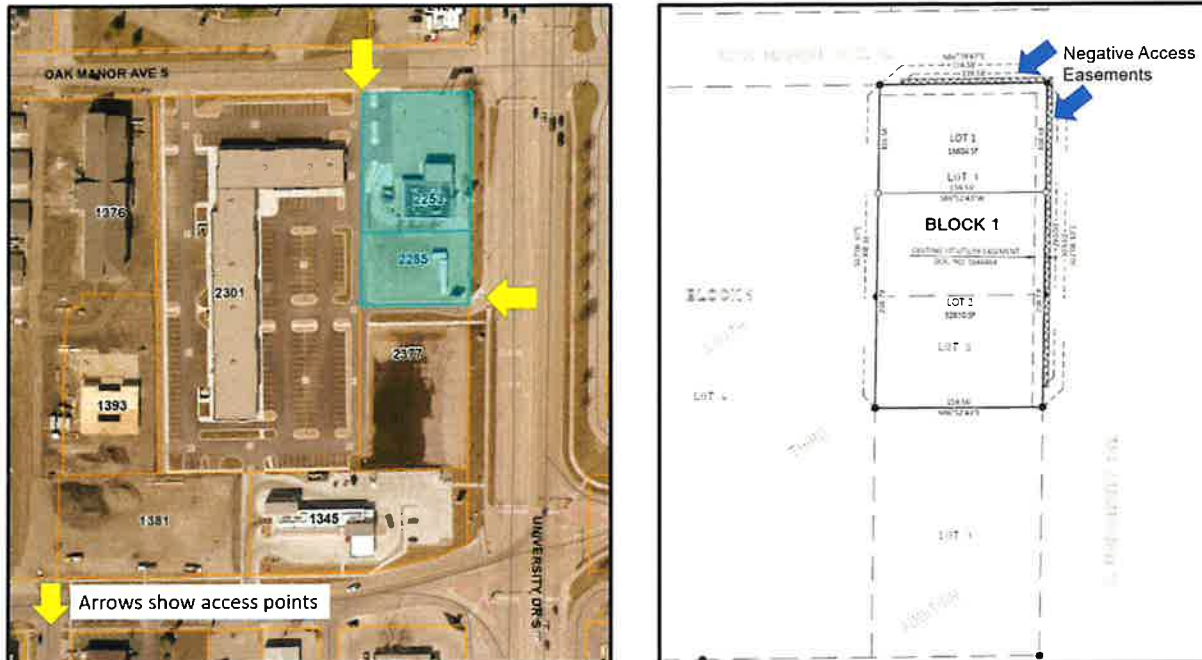
ZONING AND CONDITIONAL OVERLAY

University South Sixth Addition will retain the zoning of GC, General Commercial with a C-O, Conditional Overlay that was approved by City Commission on January 10, 2022 with the University South Second Addition and which has carried through subsequent replats. No change to the conditional overlay is proposed as part of this minor subdivision.

ACCESS:

Access to the proposed lot will be from shared access points from Oak Manor Drive South and University Drive South. The plat depicts negative access easements (NAE's) along the Oak Manor Drive South and

University Drive South property frontages to indicate that access along these frontages is prohibited except at the designated access points, as depicted in the graphics below.



Minor Subdivision

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

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

The requested minor subdivision combines two existing lots into a different two lot, one block configuration for commercial development. The current zoning is GC, General Commercial with a conditional overlay. No zone change is proposed. The subdivision and proposed development are consistent with the "community center" designation of the Fargo Growth Plan 2024. In accordance with Section 20-0901.F of the LDC, notices of the proposed plat have been sent out to property owners within 300 feet of the subject property. To date, staff has received no inquiries about the application. Staff has reviewed this request and finds that this application complies with standards of Article 20-06 and all applicable requirements of the Land Development Code.

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

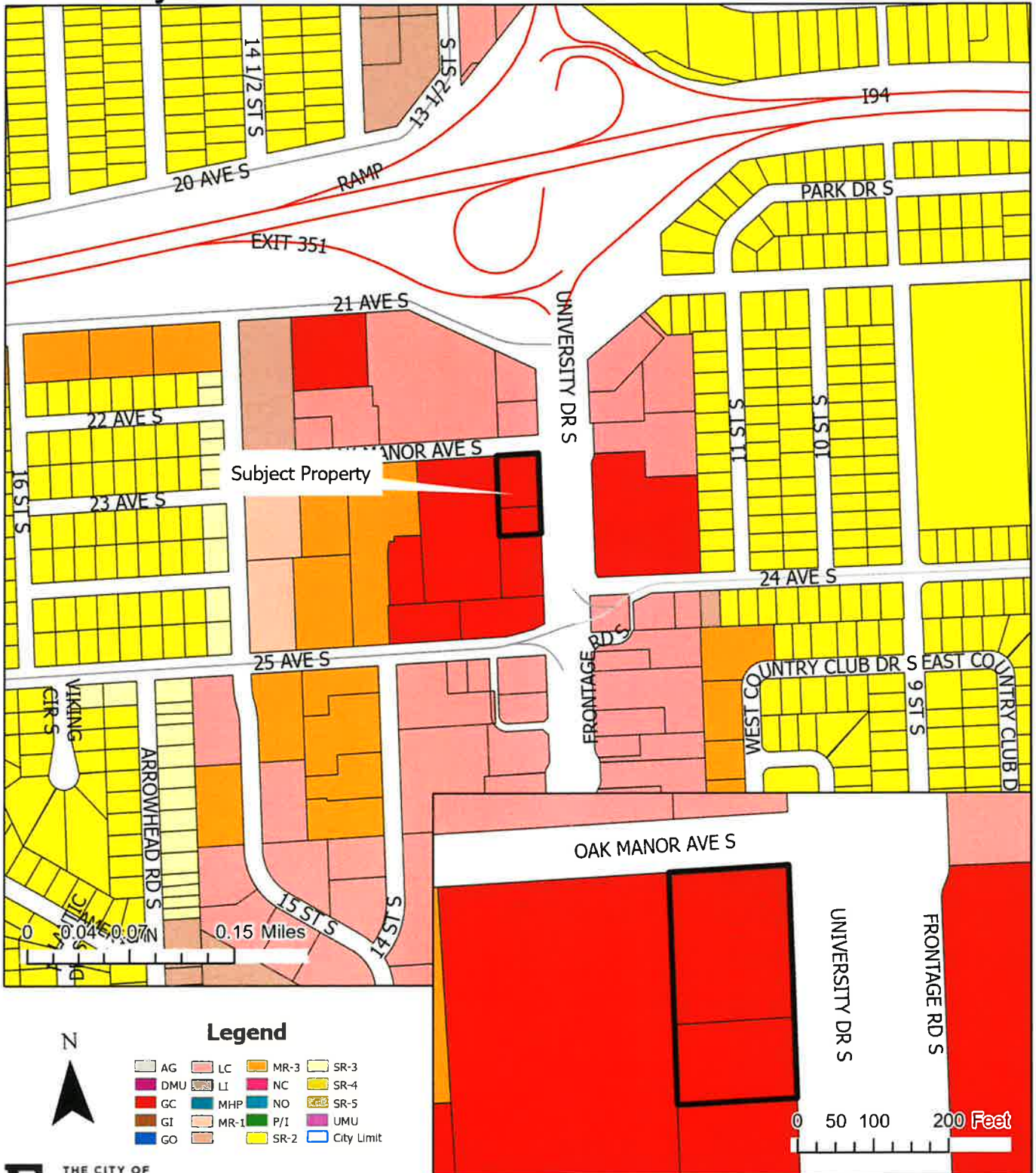
While this section of the LDC specifically addresses only major subdivision plats, staff believes it is important to note that any public improvements associated with the project (whether rehabilitation of existing infrastructure or new proposed improvements) will be funded in accordance with the City's Infrastructure Funding Policy, which may include the use of special assessments. Staff has prepared an amenities plan to tie this subdivision back to amenities plans created for earlier University South subdivisions. **(Criteria Satisfied)**

Staff Recommendation:
Suggested Motion: To accept the findings and recommendations of the Planning Commission and staff and more to approve the proposed subdivision plat, University South Sixth Addition , as outlined within the staff report, as the proposal complies with the adopted Fargo Growth Plan 2024, the standards of Article 20-06, Section 20-0907.B.and C and all other applicable requirements of the Land Development Code.
Planning Commission Recommendation: October 7th, 2025
At the October 7 th , 2025 Planning Commission hearing, that Commission, by a vote of 6-0 with five Commissioners absent, moved to accept the findings and recommendations of staff and recommended approval to the City Commission of the proposed subdivision plat, University South Sixth Addition, as outlined within the staff report, as the proposal complies with the adopted Fargo Growth Plan 2024, the standards of Article 20-06, Section 20-0907.B.and C and all other applicable requirements of the Land Development Code.
Attachments:
1. Zoning Map 2. Location Map 3. Preliminary Plat

Minor Subdivision

University South Sixth Addition

2253 and 2285 University Drive South



Fargo Planning Commission
October 7, 2025

Minor Subdivision

University South Sixth Addition

2253 and 2285 University Drive South





FARGO POLICE DEPARTMENT

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

OFFICE OF THE CHIEF

MEMORANDUM

To: City Commissioners

From: Chief David B. Zibolski

Date: November 6, 2025

RE: Request for Review and Revision of Fargo Municipal Code Provisions Related to Electric Bicycles (E-Bikes)

COPY

Dear City Commissioners,

Purpose

The purpose of this memorandum is to request that the City Attorney's Office review and propose revisions to the City of Fargo's current municipal code as it pertains to the operation, classification, and regulation of electric bicycles (e-bikes) within the City of Fargo.

Background

In recent years, the use of e-bikes has increased significantly as residents and visitors adopt more sustainable and accessible forms of transportation. However, the City of Fargo's existing municipal code does not currently address the classification or operational rules for electric bicycles. This omission has created uncertainty for both riders and enforcement regarding where and how e-bikes may be operated—such as on bike paths, sidewalks, and roadways.

Recommended Motion:

I move to direct the City Attorney's Office to review and propose revisions to Fargo Municipal Code regarding electric bicycles.



**PUBLIC
WORKS**

**FLEET MANAGEMENT, FORESTRY
STREETS & SEWERS
WATERMAINS & HYDRANTS**
402 23rd Street North
Fargo, ND 58102
Phone: 701.241.1453 | Fax: 701.241.8100
FargoND.gov

(21)

November 3, 2025

Board of City Commissioners
City of Fargo
225 North Fourth Street
Fargo, ND 58102

RE: 2025 Forestry Large Aerial Truck (PBC25228, PBC25229)

Commissioners:

On 8/4/2025, the Board of City Commissioners approved the purchase of (1) 2025 Versalift VO-260-RR (PBC25228) from ABM Equipment in the amount of \$148,930.00 and (1) 2025 HV607 SBA Chassis (PBC25229) from North Central INTL LL in the amount of the \$91,978.38.

Kinetic Leasing will be providing a (4) four-year lease to finance the total purchase amount of \$240,908.38. Agreement CIT8285-145

SUGGESTED MOTION:

Approve a (4) four-year lease with Kinetic Leasing for a total of \$240,908.38 for a Large Aerial Truck for the Forestry Department.

Respectfully Submitted,

Tom Ganje
Fleet Purchasing Manager



www.kineticlease.com

PHONE 701.476.0221
800.558.7337
FAX 701.476.0277

2575 41st Street South
Suite 1 PO Box 9785
Fargo, ND 58106-9785

November 3, 2025

City of Fargo
Attn: Tim Mahoney
402 23rd St N
Fargo, ND 58102

RE: Lease with Option to Purchase Agreement on the 2026 International & Forestry Boom Truck

Dear Mr. Mahoney:

Please find enclosed the following documentation for the financing of the equipment referenced above:

- Invoice for the documentation fee and the first payment
 - Please send a check in the amount of \$71,499.00 with the documents. This payment will be applied to invoice #333053. The next payment will be due November 15, 2026
- Lease with Option to Purchase Agreement No. CIT8285-145
 - Exhibit A - Equipment Description
 - Exhibit B - Rental Payments
 - Exhibit C - Certificate of Acceptance
 - Exhibit D - Resolution
- Certificate of Incumbency
- Escrow Agreement
- Power of Attorney (Must be signed in the presence of a notary)
- Title Rider
- Insurance Coverage Information - *Please fill in the name and address of your insurance agent where indicated. It is important that you request a certificate of insurance be forwarded to our office just as soon as possible.*
- 8038-G - *We will take care of filing this form with the IRS. Please sign originals where indicated in blue ink.*

Please sign all documents where indicated and send to my attention along with your check in the amount of \$71,499.00. Upon receipt of these signed documents Kinetic Leasing, Inc. will be able to pay the appropriate vendor(s) in a prompt manner.

I can be reached at 800-558-7337, if you have any questions pertaining to the documentation.

Sincerely,

Ryan Oas
Equipment Financing Specialist

INVOICE

2575 41st St. S. Ste. 1
PO Box 9785
Fargo, ND 58106-9785
800.558.7337

Page No. 1
INVOICE NO. 333053
Customer # FARG

INVOICE DATE 11/03/25 DUE DATE 11/15/25

INVOICE TO:

City of Fargo
ATTN: Tanner Smedshammer
402 23rd St N
Fargo, ND 58102

REMIT TO:

Kinetic Leasing, Inc.
P.O. Box 9785
Fargo, ND 58106

AGREEMENT #	DESCRIPTION	FROM	THROUGH	AMOUNT
Lease # CIT8285-145	2026 International & Boom Truc			
	Lease Payment	11/15/25	11/14/26	71,000.00
	Documentation Fee	11/15/25	12/14/25	399.00
	Doc Fee - Title	11/15/25	12/14/25	100.00
PLEASE RETURN DUPLICATE WITH PAYMENT. TERMS: NET CASH ON DUE DATE PURSUANT TO AGREEMENT, LATE CHARGES MAY APPLY FOR PAYMENTS NOT PAID WHEN DUE. PLEASE REFER TO OUR INVOICE NO. ON YOUR REMITTANCE.				
Invoice Subtotal Sales Tax PAY THIS AMOUNT				71,499.00 .00 ----- 71,499.00

LEASE WITH OPTION TO PURCHASE AGREEMENT No. CIT8285-145

Between

KINETIC LEASING, INC.

As Lessor

and

CITY OF FARGO

As Lessee

Dated as of the 6th day of November, 2025

THIS LEASE WITH OPTION TO PURCHASE AGREEMENT dated as of this 6th day of November, 2025 ("Lease"), by and between KINETIC LEASING, INC., a corporation duly organized and existing under the laws of the state of North Dakota as lessor ("Lessor") whose address is 2575 41st St. S., Ste. 1, Fargo, North Dakota 58104; and City of Fargo a political subdivision of the state of North Dakota as lessee ("Lessee"), whose address is 402 23rd St N, Fargo, ND 58102;

WITNESSETH:

WHEREAS, Lessee is authorized by law to acquire such items of personal property as are needed to carry out its governmental functions, and to acquire such personal property by entering into lease with option to purchase agreements; and

WHEREAS, Lessee has determined that it is necessary for it to acquire under this Lease certain items of personal property described herein as Equipment; and

WHEREAS, Lessor is willing to acquire such items of Equipment and to lease them to Lessee pursuant to this Lease;

NOW THEREFORE, in the joint and mutual exercise of their powers, and in consideration of the mutual covenants herein contained, the parties hereto recite and agree as follows:

ARTICLE I

DEFINITIONS AND EXHIBITS

Section 1.1. **Definitions.** Unless the context otherwise requires, the terms defined in this Section shall, for all purposes of this Lease, have the meanings herein specified.

Contractor: Each of the manufacturers or vendors from whom Lessee (or Lessor at Lessee's request) has ordered or will order or with whom Lessee (or Lessor at Lessee's request) has contracted or will contract for the manufacture, delivery and/or installation of the Equipment.

Equipment: The personal property described in the attached Exhibit A which is being leased with option to purchase by Lessee pursuant to this Lease.

Fiscal Year: The twelve month fiscal period of Lessee which commences on January 1 in every year and ends on the following December 31.

Independent Counsel: An attorney duly admitted to the practice of law before the highest court of the State who is not a full-time employee of Lessor or Lessee.

Interest: The portion of any Rental Payment designated as and comprising interest as shown in the attached Exhibit B.

Net Proceeds: Any insurance proceeds or condemnation award, paid with respect to the Equipment, remaining after payment there from of all expenses incurred in the collection thereof.

Non-appropriation: The failure of City of Fargo to appropriate money for any Fiscal Year of Lessee sufficient for the continued performance of this Lease by Lessee, as evidenced by the passage of an ordinance or resolution specifically prohibiting Lessee from performing its obligations under this Lease, and from using any moneys to pay the Rental Payments due under this Lease for a designated Fiscal Year and all subsequent Fiscal Years.

Payment Date: The date upon which any Rental Payment is due and payable as provided in Exhibit B.

Permitted Encumbrances: As of any particular time: (i) liens for taxes and assessments not then delinquent, or which Lessee may, pursuant to the provisions of Section 7.3 hereof, permit to remain unpaid, (ii) this Lease and amendments hereto, (iii) Lessor's interest in the Equipment, and (iv) any mechanic's, laborer's, materialmen's,

supplier's or vendor's lien or right not filed or perfected in the manner prescribed by law, other than any lien arising through a Contractor or which Lessee may, pursuant to Article VIII hereof, permit to remain unpaid.

Principal: The portion of any Rental Payment designated as principal in the attached Exhibit B.

Purchase Option Price: With respect to the Equipment, as of the Payment Dates specified in the attached Exhibit B, the amount so designated and set forth opposite each such date in the attached Exhibit B.

Rental Payment: The payment due from Lessee to Lessor on each Payment Date during the Term of this Lease, as shown on Exhibit B.

Specifications: The bid specifications and/or purchase order pursuant to which Lessee has ordered the Equipment from a Contractor.

State: The State of North Dakota.

State and Federal Law or Laws: The Constitution and any law of the State and any charter, ordinance, rule or regulation of any agency or political subdivision of the State; and any law of the United States, and any rule or regulation of any federal agency.

Term of this Lease or Lease Term: The period during which this Lease is in effect as specified in Section 4.1.

Section 1.2. Exhibits.

The following Exhibits are attached to and by reference made a part of this Lease:

Exhibit A: A description of the Equipment being leased by Lessee pursuant to this Lease, including the serial number thereof which shall be inserted when available.

Exhibit B: A schedule indicating the date and amount of each Rental Payment coming due during the Lease Term, the amount of each Rental Payment comprising Principal and Interest, and the price at which Lessee may exercise its option to purchase Lessor's interest in the Equipment in accordance with Article X. The due date of each Rental Payment shall be inserted on Exhibit B by Lessor when available.

Exhibit C: A Certificate of Acceptance of Lessee indicating that the Equipment has been delivered and installed in accordance with the Specifications, and has been accepted by Lessee, the date on which Rental Payments shown in Exhibit B shall commence, and that certain other requirements have been met by Lessee.

Exhibit D: A form of resolution of the governing body of Lessee relating to the Lease and certain federal tax matters.

ARTICLE II

REPRESENTATIONS, COVENANTS AND WARRANTIES

Section 2.1. Representations, Covenants and Warranties of Lessee. Lessee represents, covenants and warrants as follows:

- (a) Lessee is a political subdivision of the State, duly organized and existing under the Constitution and laws of the State.
- (b) Lessee is authorized under the Constitution and laws of the State to enter into this Lease and the transactions contemplated hereby, and to perform all of its obligations hereunder.
- (c) The officer of Lessee executing this Lease has been duly authorized to execute and deliver this Lease under the terms and provisions of a resolution of Lessee's governing body, or by other appropriate official action.

- (d) In authorizing and executing this Lease, Lessee has complied with all public bidding and other State and Federal Laws applicable to this Lease and the acquisition of the Equipment by Lessee.
- (e) Lessee will not pledge, mortgage or assign this Lease, or its duties and obligations hereunder to any other person, firm or corporation except as provided under the terms of this Lease.
- (f) Lessee will use the Equipment during the Lease Term only to perform the essential governmental functions needed by City of Fargo.
- (g) Lessee will take no action that would cause the Interest portion of the Rental Payments to become includible in gross income of the recipient for federal income tax purposes under the Internal Revenue Code of 1986 (the Code) and Treasury Regulations promulgated thereunder (the Regulations), and Lessee will take and will cause its officers, employees and agents to take all affirmative actions legally within its power necessary to ensure that the Interest portion of the Rental Payments does not become includible in gross income of the recipient for federal income tax purposes under the Code and Regulations.
- (h) Upon delivery and installation of the Equipment, Lessee will provide to Lessor a completed and executed copy of the Certificate of Acceptance attached hereto as Exhibit C.
- (i) Lessee will submit to the Secretary of the Treasury an information reporting statement at the time and in the form required by the Code and the Regulations.
- (j) Lessee will cause a resolution substantially in the form attached hereto as Exhibit D to be adopted by its governing body.

Section 2.2. Representations, Covenants and Warranties of Lessor. Lessor represents, covenants and warrants as follows:

- (a) Lessor is a corporation duly organized, existing and in good standing under and by virtue of the laws of the state of North Dakota, and is duly qualified and in good standing as a foreign corporation authorized to transact business in the State; has power to enter into this Lease; is possessed of full power to own and hold real and personal property, and to lease the same; and has duly authorized the execution and delivery of this Lease.
- (b) Neither the execution and delivery of this Lease, nor the fulfillment of or compliance with the terms and conditions thereof, nor the consummation of the transactions contemplated thereby, conflicts with or results in a breach of the terms, conditions or provisions of any restriction or any agreement or instrument to which Lessor is now a party or by which Lessor is bound, constitutes a default under any of the foregoing, or results in the creation or imposition of any lien, charge or encumbrance whatsoever upon any of the property or assets of Lessor, or upon the Equipment except Permitted Encumbrances.

ARTICLE III

LEASE OF EQUIPMENT

Section 3.1. Lease. Lessor hereby leases the Equipment to Lessee, and Lessee hereby leases the Equipment from Lessor, upon the terms and conditions set forth in this Lease.

Section 3.2. Possession and Enjoyment. Lessor hereby covenants to provide Lessee during the Term of this Lease with the quiet use and enjoyment of the Equipment, and Lessee shall during the Term of this Lease peaceably and quietly have and hold and enjoy the Equipment, without suit, trouble or hindrance from Lessor, except as expressly set forth in this Lease. Lessor will, at the request of Lessee and at Lessee's cost, join in any legal action in which Lessee asserts its right to such possession and enjoyment to the extent Lessor lawfully may do so.

Section 3.3. Lessor Access to Equipment. The Lessee agrees that Lessor shall have the right at all reasonable times to examine and inspect the Equipment. Lessee further agrees that Lessor shall have such rights of access to the Equipment as may be reasonably necessary to cause the proper maintenance of the Equipment in the event of failure by Lessee to perform its obligations hereunder.

ARTICLE IV

TERM OF LEASE

Section 4.1. Lease Term. This Lease shall be in effect for a Term commencing upon its date of execution and ending as provided in Section 4.5.

Section 4.2. Termination by Lessee. In the sole event of Non-appropriation, Lessee shall have the right to terminate this Lease, in whole but not in part, at the end of any Fiscal Year of Lessee, in the manner and subject to the terms specified in this Section and Section 4.4. Lessee may effect such termination by giving Lessor a written notice of termination and by paying to Lessor any Rental Payments and other amounts which are due and have not been paid at or before the end of its then current Fiscal Year. Lessee shall endeavor to give notice of termination not less than sixty (60) days prior to the end of such Fiscal Year, and shall notify Lessor of any anticipated termination. In the event of termination of this Lease as provided in this Section, Lessee shall deliver possession of the Equipment to Lessor in accordance with Section 12.3, and shall convey to Lessor or release its interest in the Equipment within ten (10) days after the termination of this Lease.

Section 4.3. Intent to Continue Lease Term; Appropriations. Lessee presently intends to continue this Lease for its entire Term and to pay all Rental Payments specified in Exhibit B. The officer of Lessee responsible for preparation of Lessee's budget shall include in the budget request for each Fiscal Year the Rental Payments to become due in such Fiscal Year, and shall use all reasonable and lawful means available to secure the appropriation of money for such Fiscal Year sufficient to pay the Rental Payments coming due therein. Lessee reasonably believes that moneys in an amount sufficient to make all such Rental Payments can and will lawfully be appropriated and made available for this purpose.

Section 4.4. Effect of Termination. Upon termination of this Lease as provided in Section 4.2, Lessee shall not be responsible for the payment of any additional Rental Payments coming due with respect to succeeding Fiscal Years, but if Lessee has not delivered possession of the Equipment to Lessor in accordance with Section 12.3 and conveyed to Lessor or released its interest in the Equipment within ten (10) days after the termination of this Lease, the termination shall nevertheless be effective, but Lessee shall be responsible for the payment of damages in an amount equal to the amount of the Rental Payments thereafter coming due under Exhibit B which are attributable to the number of days after such ten (10) day period during which Lessee fails to take such actions and for any other loss suffered by Lessor as a result of Lessee's failure to take such actions as required.

Section 4.5. Termination of Lease Term. The Term of this Lease will terminate upon the occurrence of the first of the following events:

- (a) the termination thereof by Lessee in accordance with Section 4.2;
- (b) the exercise by Lessee of its option to purchase Lessor's interest in the Equipment pursuant to Article X;
- (c) a default by Lessee and Lessor's election to terminate this Lease pursuant to Article XII; or
- (d) the payment by Lessee of all Rental Payments and other amounts authorized or required to be paid by Lessee hereunder.

ARTICLE V

RENTAL PAYMENTS

Section 5.1. Rental Payments. Lessee agrees to pay Rental Payments during the Term of this Lease, in the amounts and on the dates specified in Exhibit B. All Rental Payments shall be paid to Lessor at its offices at the address specified in the first paragraph of this Lease, or to such other person or entity to which Lessor has assigned such Rental Payments as specified in Article XI, at such place as such assignee may from time to time designate by written notice to Lessee. Lessee shall pay the Rental Payments exclusively from moneys legally available therefor, in lawful money of the United States of America, to Lessor or, in the event of assignment of the right to receive Rental Payments by Lessor, to its assignee. Interest shall accrue from the first day of the calendar month in which the Certificate of Acceptance is executed.

Section 5.2. Current Expense. The obligations of Lessee under this Lease, including its obligation to pay the Rental Payments due with respect to the Equipment, in any Fiscal Year for which this Lease is in effect, shall constitute a current expense of Lessee for such Fiscal Year and shall not constitute an indebtedness of Lessee within the meaning of the Constitution and laws of the State. Nothing herein shall constitute a pledge by Lessee of any taxes or other moneys, other than moneys lawfully appropriated from time to time by or for the benefit of Lessee in the annual budget and the proceeds or Net Proceeds of the Equipment, to the payment of any Rental Payment or other amount coming due hereunder.

Section 5.3. Interest Component. A portion of each Rental Payment is paid as and represents the payment of Interest. Exhibit B sets forth the Interest component of each Rental Payment.

Section 5.4. Rental Payments to be Unconditional. Except as provided in Section 4.2, the obligation of Lessee to make Rental Payments or any other payments required hereunder shall be absolute and unconditional in all events. Notwithstanding any dispute between Lessee and Lessor or any other person, Lessee shall make all Rental Payments and other payments required hereunder when due and shall not withhold any Rental Payment or other payment pending final resolution of such dispute nor shall Lessee assert any right of set-off or counterclaim against its obligation to make such Rental Payments or other payments required under this Lease. Lessee's obligation to make Rental Payments or other payments during the Lease Term shall not be abated through accident or unforeseen circumstances. However, nothing herein shall be construed to release Lessor from the performance of its obligations hereunder; and if Lessor should fail to perform any such obligation, Lessee may institute such legal action against Lessor as Lessee may deem necessary to compel the performance of such obligation or to recover damages therefor.

ARTICLE VI

INSURANCE AND NEGLIGENCE

Section 6.1. Liability Insurance. Upon receipt of possession of the Equipment, Lessee shall take such measures as may be necessary to ensure that any liability for injuries to or death of any person or damage to or loss of property arising out of or in any way relating to the condition or the operation of the Equipment or any part thereof, is covered by a blanket or other general liability insurance policy maintained by Lessee. The Net Proceeds of all such insurance shall be applied toward extinguishment or satisfaction of the liability with respect to which any Net Proceeds may be paid.

Section 6.2. Property Insurance. Upon receipt of possession of the Equipment, Lessee shall have and assume the risk of loss with respect thereto. Lessee shall procure and maintain continuously in effect during the Term of this Lease, all-risk insurance, subject only to the standard exclusions contained in the policy, in such amount as will be at least sufficient so that a claim may be made for the full replacement cost of any part thereof damaged or destroyed and to pay the applicable Purchase Option Price of the Equipment. Such insurance may be provided by a rider to an existing policy or under a separate policy. Such insurance may be written with customary deductible amounts. The Net Proceeds of insurance required by this Section shall be applied to the prompt repair, restoration or replacement of the Equipment, or to the purchase of the Equipment, as provided in Section 6.6. Any Net Proceeds not needed for those purposes shall be paid to Lessee.

Section 6.3. Worker's Compensation Insurance. If required by State law, Lessee shall carry worker's compensation insurance covering all employees on, in, near or about the Equipment, and upon request, shall furnish to Lessor certificates evidencing such coverage throughout the Term of this Lease.

Section 6.4. Requirements For All Insurance. All insurance policies (or riders) required by this Article shall be taken out and maintained with responsible insurance companies organized under the laws of one of the states of the United States and qualified to do business in the State; and shall contain a provision that the insurer shall not cancel or revise coverage thereunder without giving written notice to the insured parties at least ten (10) days before the cancellation or revision becomes effective. All insurance policies or riders required by Sections 6.1 and 6.2 shall name Lessee and Lessor as insured parties, and any insurance policy or rider required by Section 6.3 shall name Lessee as insured party. Lessee shall deposit with Lessor policies (and riders) evidencing any such insurance procured by it, or a certificate or certificates of the respective insurers stating that such insurance is in full force and effect. Before the expiration of any such policy (or rider), Lessee shall furnish to Lessor evidence that the policy has been renewed or replaced by another policy conforming to the provisions of this Article, unless such insurance is no longer obtainable in which event Lessee shall notify Lessor of this fact.

Section 6.5. Lessee's Negligence. Lessee assumes all risks and liabilities, whether or not covered by insurance, for loss or damage to the Equipment and for injury to or death of any person or damage to any property, whether such injury or death be with respect to agents or employees of Lessee or of third parties, and whether such property damage be to Lessee's property or the property of others, which is proximately caused by the negligent conduct of Lessee, its officers, employees and agents. Lessee hereby assumes responsibility for and agrees to reimburse Lessor for all liabilities, obligations, losses, damages, penalties, claims, actions, costs and expenses (including reasonable attorney's fees) of whatsoever kind and nature, imposed on, incurred by or asserted against Lessor that in any way relate to or arise out of a claim, suit or proceeding based in whole or in part upon the negligent conduct of Lessee, its officers, employees and agents, to the maximum extent permitted by law.

Section 6.6. Damage to or Destruction of Equipment. If after delivery of the Equipment to Lessee all or any part of the Equipment is lost, stolen, destroyed or damaged beyond repair, Lessee shall as soon as practicable after such event either: (i) replace the same at Lessee's sole cost and expense with equipment of equal or greater value to the Equipment immediately prior to the time of the loss occurrence, such replacement equipment to be subject to Lessor's reasonable approval, whereupon such replacement shall be substituted in this Lease by appropriate endorsement; or (ii) pay the applicable Purchase Option Price of the Equipment as set forth in Exhibit B. Lessee shall notify Lessor of which course of action it will take within fifteen (15) days after the loss occurrence. If Lessee fails or refuses to notify Lessor within the required period, Lessor may, at its option, declare the applicable Purchase Option Price of the Equipment set forth in Exhibit B immediately due and payable, and Lessee shall be obligated to pay the same. The Net Proceeds of all insurance payable with respect to the Equipment shall be available to Lessee and shall be used to discharge Lessee's obligation under this Section. On payment of the Purchase Option Price, this Lease shall terminate and Lessee thereupon shall become entitled to the Equipment AS IS, WITHOUT WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE OR FITNESS FOR THE USE CONTEMPLATED BY LESSEE, except that the Equipment shall not be subject to any lien or encumbrance created by or arising through Lessor.

ARTICLE VII

OTHER OBLIGATIONS OF LESSEE

Section 7.1. Use; Permits. Lessee shall exercise due care in the installation, use, operation and maintenance of the Equipment, and shall not install, use, operate or maintain the Equipment improperly, carelessly, in violation of any State and Federal Law or for a purpose or in a manner contrary to that contemplated by this Lease. Lessee shall obtain all permits and licenses necessary for the installation, operation, possession and use of the Equipment. Lessee shall comply with all State and Federal Laws applicable to the installation, use, possession and operation of the Equipment, and if compliance with any such State and Federal Law requires changes or additions to be made to the Equipment, such changes or additions shall be made by Lessee at its expense.

Section 7.2. Maintenance of Equipment by Lessee. Lessee shall, at its own expense, maintain, preserve and keep the Equipment in good repair, working order and condition, and shall from time to time make all repairs and replacements necessary to keep the Equipment in such condition. Lessor shall have no responsibility for any of these repairs or replacements.

Section 7.3. Taxes, Other Governmental Charges and Utility Charges. Except as expressly limited by this Section, Lessee shall pay all taxes and other charges of any kind which are at any time lawfully assessed or levied against or with respect to the Equipment, the Rental Payments or any part thereof, or which become due during the Term of this Lease, whether assessed against Lessee or Lessor. Lessee shall also pay when due all gas, water, steam, electricity, heat, power, telephone, and other charges incurred in the operation, maintenance, use, occupancy and upkeep of the Equipment, and all special assessments and charges lawfully made by any governmental body for public improvements that may be secured by a lien on the Equipment; provided that with respect to special assessments or other governmental charges that may lawfully be paid in installments over a period of years, Lessee shall be obligated to pay only such installments as are required to be paid during the Term of this Lease as and when the same become due. Lessee shall not be required to pay any federal, state or local income, inheritance, estate, succession, transfer, gift, franchise, gross receipts, profit, excess profit, capital stock, corporate, or other similar tax payable by Lessor, its successors or assigns, unless such tax is made in lieu of or as a substitute for any tax, assessment or charge which is the obligation of Lessee under this Section.

Lessee may, at its own expense and in its own name, in good faith contest any such taxes, assessments, utility and other charges and, in the event of any such contest, may permit the taxes, assessments, utility or other charges so contested to remain unpaid during the period of such contest and any appeal therefrom unless Lessor shall notify Lessee that, in the opinion of Independent Counsel, by nonpayment of any such items the interest of Lessor in the Equipment will be materially endangered or the Equipment or any part thereof will be subject to loss or forfeiture, in which event Lessee shall promptly pay such taxes, assessments, utility or other charges or provide Lessor with full security against any loss which may result from nonpayment, in form satisfactory to Lessor.

Section 7.4. Advances. If Lessee shall fail to perform any of its obligations under this Article, Lessor may, but shall not be obligated to, take such action as may be necessary to cure such failure, including the advancement of money, and Lessee shall be obligated to repay all such advances on demand, with interest at the rate of 18% per annum or the maximum rate permitted by law, whichever is less, from the date of the advance to the date of repayment.

ARTICLE VIII

TITLE

Section 8.1. Title. During the Term of this Lease, and so long as Lessee is not in default under Article XII, legal title to the Equipment and any and all repairs, replacements, substitutions and modifications to it shall be in Lessee. Upon termination of this Lease for any of the reasons specified in Section 4.5, Clauses (a) and (c), full and unencumbered legal title to the Equipment shall pass to Lessor, and Lessee shall have no further interest therein. In either of such events, Lessee shall execute and deliver to Lessor such documents as Lessor may request to evidence the passage of legal title to the Equipment to Lessor and the termination of Lessee's interest therein, and upon request by Lessor shall deliver possession of the Equipment to Lessor in accordance with Section 12.3. Upon termination of this Lease for any of the reasons specified in Section 4.5, Clauses (b) and (d), Lessor's security or other interest in the Equipment shall terminate, and Lessor shall execute and deliver to Lessee such documents as Lessee may request to evidence the termination of Lessor's security or other interest in the Equipment.

Section 8.2. Security Interest. Lessor shall have and retain a security interest under the Uniform Commercial Code in the Equipment, the proceeds thereof and all repairs, replacements, substitutions and modifications thereto or thereof made pursuant to Section 8.5, in order to secure Lessee's payment of all Rental Payments due during the Term of this Lease and the performance of all other obligations herein to be performed by Lessee. If any portion of the Equipment shall constitute a vehicle, Lessor shall have authority, upon filing the manufacturer's certificate of origin for such Equipment, to require the notation of Lessor's security interest on any

applicable records and the certificate of title for such Equipment. Lessee will join with Lessor in executing such financing statements or other documents and will perform such acts as Lessor may request to establish and maintain a valid security interest in the Equipment. If requested by Lessor, Lessee shall conspicuously mark the Equipment with appropriate lettering, labels or tags, and maintain such markings during the Term of this Lease, so as clearly to disclose Lessor's security interest in the Equipment.

Section 8.3. Liens. During the Term of this Lease, Lessee shall not, directly or indirectly, create, incur, assume or suffer to exist any mortgage, pledge, lien, charge, encumbrance or claim on or with respect to the Equipment, other than the respective rights of Lessor and Lessee as herein provided and Permitted Encumbrances. Except as expressly provided in Section 7.3 and this Article, Lessee shall promptly, at its own expense, take such action as may be necessary duly to discharge or remove any such mortgage, pledge, lien, charge, encumbrance or claim if the same shall arise at any time. Lessee shall reimburse Lessor for any expense incurred by Lessor in order to discharge or remove any such mortgage, pledge, lien, charge, encumbrance or claim.

Section 8.4. Installation of Lessee's Equipment. Lessee may at any time and from time to time, in its sole discretion and at its own expense, install other items of equipment in or upon the Equipment, which items shall be identified by tags or other symbols affixed thereto as property of Lessee. All such items so identified shall remain the sole property of Lessee, in which Lessor shall have no interest, and may be modified or removed by Lessee at any time provided that Lessee shall repair and restore any and all damage to the Equipment resulting from the installation, modification or removal of any such items. Nothing in this Lease shall prevent Lessee from purchasing items to be installed pursuant to this Section under a conditional sale or lease with option to purchase contract, or subject to a vendor's lien or security agreement, as security for the unpaid portion of the purchase price thereof, provided that no such lien or security interest shall attach to any part of the Equipment.

Section 8.5. Modification of Equipment. Lessee shall, at its own expense, have the right to make repairs to the Equipment, and to make repairs, replacements, substitutions and modifications to all or any of the parts thereof. All such work and any part or component used or installed to make a repair or as a replacement, substitution or modification, shall thereafter comprise part of the Equipment and be subject to the provisions of this Lease. Such work shall not in any way damage the Equipment or cause it to be used for purposes other than those authorized under the provisions of State and Federal Law or those contemplated by this Lease; and the Equipment, upon completion of any such work shall be of a value which is not less than the value of the Equipment immediately prior to the commencement of such work. Any property for which a replacement or substitution is made pursuant to this Section may be disposed of by Lessee in such manner and on such terms as are determined by Lessee. Lessee will not permit any mechanic's or other lien to be established or remain against the Equipment for labor or materials furnished in connection with any repair, replacement, substitution or modification made by Lessee pursuant to this Section; provided that if any such lien is established and Lessee shall first notify Lessor of Lessee's intention to do so, Lessee may in good faith contest any lien filed or established against the Equipment, and in such event may permit the items so contested to remain undischarged and unsatisfied during the period of such contest and any appeal therefrom unless Lessor shall notify Lessee that, in the opinion of Independent Counsel, by nonpayment of any such item the interest of Lessor in the Equipment will be materially endangered or the Equipment or any part thereof will be subject to loss or forfeiture, in which event Lessee shall promptly pay and cause to be satisfied and discharged all such unpaid items or provide Lessor with full security against any such loss or forfeiture, in form satisfactory to Lessor. Lessor will cooperate fully with Lessee in any such contest, upon the request and at the expense of Lessee.

Section 8.6. Personal Property. The Equipment is and shall at all times be and remain personal property notwithstanding that the Equipment or any part thereof may be or hereafter become in any manner affixed or attached to or embedded in or permanently rested upon real property or any building thereon or attached in any manner to what is permanent by means of cement, plaster, nails, bolts, screws or otherwise.

ARTICLE IX

WARRANTIES

Section 9.1. Selection of Equipment. The Equipment and the Contractor have been selected by Lessee, and Lessor shall have no responsibility in connection with the selection of the Equipment, its suitability for the use intended by Lessee, the acceptance by the Contractor or its sales representative of the order submitted, or any delay or failure by the Contractor or its sales representative to manufacture, deliver or install the Equipment for use by Lessee. Lessee authorizes Lessor to add the serial number of the Equipment to Exhibit A when available.

Section 9.2. Installation and Maintenance of Equipment. Lessor shall have no obligation to install, erect, test, inspect, service or maintain the Equipment under any circumstances, but such actions shall be the obligation of Lessee or the Contractor.

Section 9.3. Contractor's Warranties. Lessor hereby assigns to Lessee for and during the Term of this Lease, all of its interest in all Contractor's warranties and guarantees, express or implied, issued on or applicable to the Equipment, and Lessor hereby authorizes Lessee to obtain the customary services furnished in connection with such warranties and guarantees at Lessee's expense.

Section 9.4. Patent Infringement. Lessor hereby assigns to Lessee for and during the Term of this Lease all of its interest in patent indemnity protection provided by any Contractor with respect to the Equipment. Such assignment of patent indemnity protection by Lessor to Lessee shall constitute the entire liability of Lessor for any patent infringement by Equipment furnished pursuant to this Lease.

Section 9.5. Disclaimer of Warranties. THE EQUIPMENT IS DELIVERED AS IS, AND LESSOR MAKES NO WARRANTY OR REPRESENTATION, EITHER EXPRESS OR IMPLIED, AS TO THE VALUE, DESIGN, CONDITION, MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE OR FITNESS FOR THE USE CONTEMPLATED BY LESSEE OF THE EQUIPMENT, OR ANY OTHER REPRESENTATION OR WARRANTY WITH RESPECT TO THE EQUIPMENT.

ARTICLE X

OPTION TO PURCHASE

Section 10.1. When Available. Lessee shall have the option to purchase Lessor's interest in the Equipment on any Payment Date for the then applicable Purchase Option Price set forth in Exhibit B, but only if Lessee is not in default under this Lease, and only in the manner provided in this Article.

Section 10.2. Exercise of Option. Lessee shall give notice to Lessor of its intention to exercise its option not less than thirty (30) days prior to the Payment Date on which the option is to be exercised and shall deposit with Lessor on the date of exercise an amount equal to all Rental Payments and any other amounts then due or past due (including the Rental Payment due on the Payment Date on which the option is to be exercised) and the applicable Purchase Option Price set forth in Exhibit B. The closing shall be on the Payment Date on which the option is to be exercised at the office of Lessor.

Section 10.3. Release of Lessor's Interest. Upon exercise of the purchase option by Lessee, Lessor shall convey or release to Lessee, all of its right, title and/or interest in and to the Equipment by delivering to Lessee such documents as Lessee deems necessary for this purpose.

ARTICLE XI

ASSIGNMENT, SUBLEASING, MORTGAGING AND SELLING

Section 11.1. Assignment by Lessor. Lessor shall not assign its obligations under this Lease, and no purported assignment thereof shall be effective. All of Lessor's right, title and/or interest in and to this Lease, the Rental Payments and other amounts due hereunder and the Equipment may be assigned and reassigned in whole or in part to one or more assignees or subassignees by Lessor at any time, without the consent of Lessee. No such assignment shall be effective as against Lessee unless and until the assignor shall have filed with Lessee a copy or written notice thereof identifying the assignee. Lessee shall pay all Rental Payments due hereunder to or at the direction of Lessor or the assignee named in the most recent assignment or notice of assignment filed with Lessee. During the Lease Term Lessee shall keep a complete and accurate record of all such assignments. In the event Lessor

assigns participations in its right, title and/or interest in and to this Lease, the Rental Payments and other amounts due hereunder and the Equipment, such participants shall be considered to be Lessor with respect to their participated shares thereof.

Section 11.2. Assignment and Subleasing by Lessee. Neither this Lease nor Lessee's interest in the Equipment may be assigned by Lessee without the written consent of Lessor. However, the Equipment may be subleased by Lessee, in whole or in part, without the consent of Lessor, subject, however, to each of the following conditions:

- (i) This Lease and the obligation of Lessee to make Rental Payments hereunder, shall remain obligations of Lessee.
- (ii) The sublessee shall assume the obligations of Lessee hereunder to the extent of the interest subleased.
- (iii) Lessee shall, within thirty (30) days after the delivery thereof, furnish or cause to be furnished to Lessor a true and complete copy of such sublease.
- (iv) No sublease by Lessee shall cause the Equipment to be used for a purpose other than a governmental function authorized under the provisions of the Constitution and laws of the State.
- (v) No sublease shall cause the Interest component of the Rental Payments due with respect to the Equipment to become includible in gross income of the recipient for federal income tax purposes.

Section 11.3. Restriction on Mortgage or Sale of Equipment by Lessee. Except as provided in Section 11.2, Lessee will not mortgage, sell, assign, transfer or convey the Equipment or any portion thereof during the Term of this Lease, or remove any Equipment not constituting a vehicle from its boundaries, without the written consent of Lessor. Lessee shall not, without the written permission of Lessor, store or house any Equipment constituting a vehicle outside the corporate boundaries of Lessee.

ARTICLE XII

EVENTS OF DEFAULT AND REMEDIES

Section 12.1. Events of Default Defined. The following shall be "events of default" under this Lease and the terms "events of default" and "default" shall mean, whenever they are used in this Lease, with respect to the Equipment, any one or more of the following events:

- (i) Failure by Lessee to pay any Rental Payment or other payment required to be paid under this Lease at the time specified herein and the continuation of said failure for a period of three (3) days after telephonic or telegraphic notice given by Lessor that the payment referred to in such notice has not been received, such telephonic or telegraphic notice to be subsequently confirmed in writing, or after written notice.
- (ii) Failure by Lessee to observe and perform any covenant, condition or agreement on its part to be observed or performed, other than as referred to in Clause (i) of this Section, for a period of thirty (30) days after written notice specifying such failure and requesting that it be remedied has been given to Lessee by Lessor, unless Lessor shall agree in writing to an extension of such time prior to its expiration; provided, however, if the failure stated in the notice cannot be corrected within the applicable period, Lessor will not unreasonably withhold its consent to an extension of such time if corrective action is instituted by Lessee within the applicable period and diligently pursued until the default is corrected.

- (iii) The filing by Lessee of a voluntary petition in bankruptcy, or failure by Lessee promptly to lift any execution, garnishment or attachment of such consequence as would impair the ability of Lessee to carry on its governmental function or adjudication of Lessee as a bankrupt, or assignment by Lessee for the benefit of creditors, or the entry by Lessee into an agreement of composition with creditors, or the approval by a court of competent jurisdiction of a petition applicable to Lessee in any proceedings instituted under the provisions of the Federal Bankruptcy Statute, as amended, or under any similar acts which may hereafter be enacted.

The provisions of this Section 12.1 and Section 12.2 are subject to the following limitation: if by reason of force majeure Lessee is unable in whole or in part to carry out its obligations under this Lease with respect to the Equipment, other than its obligation to pay Rental Payments with respect thereto which shall be paid when due notwithstanding the provisions of this paragraph, Lessee shall not be deemed in default during the continuance of such inability. The term "force majeure" as used herein shall mean, without limitation, the following: acts of God; strikes, lockouts or other labor disturbances; acts of public enemies; orders or restraints of any kind of the government of the United States of America or the State or their respective departments, agencies or officials, or any civil or military authority; insurrections; riots; landslides; earthquakes; fires; storms; droughts; floods; explosions; breakage or accident to machinery, transmission pipes or canals; or any other cause or event not reasonably within the control of Lessee and not resulting from its negligence. Lessee agrees, however, to remedy with all reasonable dispatch the cause or causes preventing Lessee from carrying out its obligations under this Lease; provided that the settlement of strikes, lockouts and other labor disturbances shall be entirely within the discretion of Lessee and Lessee shall not be required to make settlement of strikes, lockouts and other labor disturbances by acceding to the demands of the opposing party or parties when such course is in the judgment of Lessee unfavorable to Lessee.

Section 12.2. Remedies on Default. Whenever any event of default referred to in Section 12.1 hereof shall have happened and be continuing with respect to the Equipment, Lessor shall have the right, at its option and without any further demand or notice, to take one or any combination of the following remedial steps:

- (i) Lessor, with or without terminating this Lease may declare all Rental Payments due or to become due during the Fiscal Year in effect when the default occurs to be immediately due and payable by Lessee, whereupon such Rental Payments shall be immediately due and payable.

- (ii) Lessor, with or without terminating this Lease, may repossess the Equipment by giving Lessee written notice to deliver the Equipment to Lessor, whereupon Lessee shall do so in the manner provided in Section 12.3; or in the event Lessee fails to do so within ten (10) days after receipt of such notice, Lessor may enter upon Lessee's premises where the Equipment is kept and take possession of the Equipment and charge Lessee for costs incurred in repossessing the Equipment, including reasonable attorneys' fees. Lessee hereby expressly waives any damages occasioned by such repossession. If the Equipment or any portion of it has been destroyed or damaged beyond repair, Lessee shall pay the applicable Purchase Option Price of the Equipment, as set forth in Exhibit B (less credit for Net Proceeds), to Lessor. Notwithstanding the fact that Lessor has taken possession of the Equipment, Lessee shall continue to be responsible for the Rental Payments due during the Fiscal Year then in effect. If this Lease has not been terminated, Lessor shall return the Equipment to Lessee at Lessee's expense when the event of default is cured.

- (iii) If Lessor terminates this Lease and takes possession of the Equipment, Lessor shall within thirty (30) days thereafter use its best efforts to sell the Equipment or any portion thereof in a commercially reasonable manner at public or private sale in accordance with applicable State laws. Lessor shall apply the proceeds of such sale to pay the following items in the following order: (a) all costs incurred in securing possession of the Equipment; (b) all expenses incurred in completing the sale; (c) the applicable Purchase Option Price of the Equipment; and (d) the balance of any Rental Payments owed by Lessee during the Fiscal Year then in effect. Any sale proceeds remaining after the requirements of Clauses (a), (b), (c) and (d) have been met may be retained by Lessor.

(iv) If the proceeds of sale of the Equipment are not sufficient to pay the balance of any Rental Payments owed by Lessee during the Fiscal Year then in effect, Lessor may take any other remedy available at law or in equity to require Lessee to perform any of its obligations hereunder.

Section 12.3. Return of Equipment. Upon the expiration or termination of this Lease prior to the payment of all Rental Payments in accordance with Exhibit B, Lessee shall return the Equipment to Lessor in the condition, repair, appearance and working order required in Section 7.2, in the following manner as may be specified by Lessor: (i) by delivering the Equipment at Lessee's cost and expense to such place within the State as Lessor shall specify; or (ii) by loading such portions of the Equipment as are considered movable at Lessee's cost and expense, on board such carrier as Lessor shall specify and shipping the same, freight prepaid, to the place specified by Lessor. If Lessee refuses to return the Equipment in the manner designated, Lessor may repossess the Equipment and charge to Lessee the costs of such repossession or pursue any remedy described in Section 12.2.

Section 12.4. No Remedy Exclusive. No remedy conferred upon or reserved to Lessor by this Article is intended to be exclusive and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Lease. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof but any such right and power may be exercised from time to time and as often as may be deemed expedient by Lessor or its assignee.

Section 12.5. Agreement to Pay Attorneys' Fees and Expenses. In the event either party to this Lease should default under any of the provisions hereof and the nondefaulting party should employ attorneys and/or incur other expenses for the collection of moneys or for the enforcement of performance or observance of any obligation or agreement on the part of the defaulting party herein contained, the defaulting party agrees that it will on demand therefor pay to the nondefaulting party the reasonable fee of such attorneys and/or such other reasonable expenses so incurred by the nondefaulting party. In the event that legal proceedings relating to this Lease (but not evidencing an action by a nondefaulting party against a defaulting party) are commenced in any court or before any other tribunal of competent jurisdiction, the legal fees and other reasonable costs and expenses of the prevailing party shall be paid by the nonprevailing party on demand of the prevailing party.

Section 12.6. Late Charge. Whenever any event of default referred to in Section 12.1, Clause (i) hereof shall have happened and be continuing with respect to the Equipment, Lessor shall have the right, at its option and without any further demand or notice, to require a late payment charge for each thirty (30) day period or part thereof during which such event of default occurs equal to four percent (4%) of the delinquent amount, and Lessee shall be obligated to pay the same immediately upon receipt of Lessor's written invoice therefor; provided, however, that this Section 12.6 shall not be applicable if or to the extent that the application thereof would affect the validity of this Lease.

ARTICLE XIII

ADMINISTRATIVE PROVISIONS

Section 13.1. Notices. All notices, certificates, legal opinions or other communications hereunder shall be sufficiently given and shall be deemed given when delivered or deposited in the United States mail in registered form with postage fully prepaid to the addresses specified on the first page hereof; provided that Lessor and Lessee, by notice given hereunder, may designate different addresses to which subsequent notices, certificates, legal opinions or other communications will be sent.

Section 13.2. Financial Information. During the Term of this Lease, Lessee annually will provide Lessor with current financial statements, budgets, proof of appropriation for the ensuing Fiscal Year and such other financial information relating to the ability of Lessee to continue this Lease as may be requested by Lessor or its assignee.

Section 13.3. Binding Effect. This Lease shall inure to the benefit of and shall be binding upon Lessor and Lessee and their respective successors and assigns.

Section 13.4. Severability. In the event any provision of this Lease shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

Section 13.5. Amendments, Changes and Modifications. This Lease may be amended or any of its terms modified only by written document duly authorized, executed and delivered by Lessor and Lessee.

Section 13.6. Captions. The captions or headings in this Lease are for convenience only and in no way define, limit or describe the scope or intent of any provisions, Articles, Sections or Clauses of this Lease.

Section 13.7. Further Assurances and Corrective Instruments. Lessor and Lessee agree that they will, from time to time, execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such supplements hereto and such further instruments as may reasonably be required for correcting any inadequate or incorrect description of the Equipment hereby leased or intended so to be, or for otherwise carrying out the expressed intention of this Lease.

Section 13.8. Execution in Counterparts. This Lease may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Section 13.9. Applicable Law. This Lease shall be governed by and construed in accordance with the laws of the State.

IN WITNESS WHEREOF, Lessor has caused this Lease to be executed in its corporate name by its duly authorized officer; and Lessee has caused this Lease to be executed in its name by its duly authorized officer, as of the date first above written.

LESSOR: KINETIC LEASING, INC.

Signature: _____

Title: _____

Date: November 6, 2025

LESSEE: CITY OF FARGO

Signature: _____

Name/Title: Tim Mahoney / Mayor

Date: November 6, 2025

ATTEST:

Signature: _____

Name/Title: Steve Sprague / City Auditor

EXHIBIT A
EQUIPMENT

Lessee: City of Fargo

Date of Lease: November 6, 2025

Lease #: CIT8285-145

The Equipment which is the subject of the attached Lease with Option to Purchase Agreement is as follows:

Installation Site: 402 23rd St N, Fargo, ND 58102

QTY.	SERIAL NO.	DESCRIPTION
		VENDOR: North Central International, LLC
1	1HTEJMMR3TS780252	2026 International HV607 SBA Cummins 6.7L-Allison Automatic Bucket Lift
		VENDOR: Versalift
1		Forestry Boom Truck VO-260-RR with Additional Package

Description of Financed Amount:

Cost of above Equipment	\$328,364.38
Cost of related charges:	
Transportation	\$ N/A
Physical Modifications (Specify)	\$ N/A
Other (Specify)	\$ N/A
Add: Sales or other tax, if applicable	\$ 2,000.00
Less: Trade-In, (1994 Volvo WG64 Rear Packer)	\$89,456.00
Net Financed Amount:	\$240,908.38

EXHIBIT B
SCHEDULE OF RENTAL PAYMENTS

Lessee: City of Fargo

Date of Lease: November 6, 2025

Lease #: CIT8285-145

BASE RENTAL PAYMENTS

Base Rental Payment Date	Base Rental Payment Amount	Interest Portion	Principal Portion	Termination Value
11/15/2025	\$71,000.00	\$0.00	\$71,000.00	\$170,546.54
11/15/2026	\$62,333.00	\$8,409.93	\$53,923.07	\$116,314.50
11/15/2027	\$62,333.00	\$5,740.91	\$56,592.09	\$59,506.44
11/15/2028	\$62,333.00	\$2,939.78	\$59,393.22	\$0.00

EXHIBIT C

CERTIFICATE OF ACCEPTANCE

I, the undersigned, hereby certify that I am the duly qualified and acting Mayor of the City of Fargo (Lessee); and, with respect to the Lease with Option to Purchase Agreement dated November 6, 2025 (Lease), by and between Lessee and Kinetic Leasing, Inc. (Lessor), that:

1. The equipment described in the Lease (the Equipment) has been delivered and installed in accordance with Lessee's Specifications (as that term is defined in the Lease) and has been accepted by Lessee.
2. The rental payments provided for on Exhibit B to the Lease (the Rental Payments) shall commence and be due and payable on the dates and in the amounts shown on Exhibit B to the Lease.
3. Lessee has appropriated and/or taken other lawful actions necessary to provide moneys sufficient to pay all Rental Payments required to be paid under the Lease during the current fiscal year of Lessee, and such moneys will be applied in payment of all Rental Payments due and payable during such current fiscal year.
4. Lessee has obtained from a reputable insurance company qualified to do business in the state of (the State) insurance with respect to, all risks required to be covered thereby pursuant to Article VI of the Lease.
5. Lessee is exempt from all personal property taxes, and is exempt from sales and/or use taxes with respect to the Equipment and the Rental Payments.
6. During the Lease Term (as defined in the Lease) the Equipment will be used by Lessee to perform essential governmental functions. Such functions are: Construction
7. There is no litigation, action, suit or proceeding pending or before any court, administrative agency, arbitrator or governmental body, that challenges the organization or existence of Lessee; the authority of Lessee or its officers or its employees to enter into the Lease; the proper authorization, approval and execution of the Lease and other documents contemplated thereby; the appropriation of moneys, or any other action taken by Lessee to provide moneys, sufficient to make Rental Payments coming due under the Lease in Lessee's current fiscal year; or the ability of Lessee otherwise to perform its obligations under the Lease and the transactions contemplated thereby.

Dated: November 6, 2025

LESSEE: CITY OF FARGO

Signature: _____

Name/Title: Tim Mahoney / Mayor

ATTEST:

Signature: _____

Name/Title: Steve Sprague / City Auditor

EXHIBIT D

RESOLUTION RELATING TO LEASE WITH OPTION
TO PURCHASE AGREEMENT No. CIT8285-145

BE IT RESOLVED by the governing body of City of Fargo (the Issuer), as follows:

Section 1. Recitals and Authorization. The Issuer, as lessee, has heretofore entered into a Lease with Option to Purchase Agreement #CIT8285-145 dated as of November 6, 2025 (the Lease), with Kinetic Leasing, Inc., as lessor. It is hereby determined that it is necessary and desirable and in the best interests of the Issuer to enter into the Lease for the purposes therein specified, and the execution and delivery of the Lease by the Issuer are hereby approved, ratified and confirmed.

Section 2. Designation as Qualified Tax-Exempt Obligation. Pursuant to Section 265(b)(3)(B)(ii) of the Internal Revenue Code of 1986 (the Code), the Issuer hereby specifically designates the Lease as a "qualified tax-exempt obligation" for purposes of Section 265(b)(3) of the Code. In compliance with Section 265(b)(3)(D) of the Code, the Issuer hereby represents that the Issuer will not designate more than \$10,000,000 of obligations issued by the Issuer in the calendar year during which the Lease is executed and delivered as such "qualified tax-exempt obligations."

Section 3. Issuance Limitation. In compliance with the requirements of Section 265(b)(3)(C) of the Code, the Issuer hereby represents that the Issuer (including all "subordinate entities" of the Issuer within the meaning of Section 265(b)(3)(E) of the Code) reasonably anticipates not to issue in the calendar year during which the Lease is executed and delivered, obligations bearing interest exempt from federal income taxation under Section 103 of the Code (other than "private activity bonds" as defined in Section 141 of the Code) in an amount greater than \$10,000,000.

LESSEE: CITY OF FARGO

Signature: _____

Name/Title: Tim Mahoney / Mayor

ATTEST:

Signature: _____

Name/Title: Steve Sprague / City Auditor

CERTIFICATE OF INCUMBENCY

**LEASE WITH OPTION TO PURCHASE AGREEMENT No. CIT8285-145
DATED AS OF NOVEMBER 6, 2025**

I, Steve Sprague, do hereby certify that I am the duly elected or appointed and acting City Auditor of City of Fargo (the "Lessee"), a political subdivision duly organized and existing under the laws of the State of North Dakota and that, as of the date hereof, the individuals named below are the duly elected or appointed officers of the Lessee holding the offices set forth opposite their respective names.

NAME

Tim Mahoney

TITLE

Mayor

IN WITNESS WHEREOF, I have duly executed this certificate on this 6th day of November, 2025.

Steve Sprague / City Auditor

INSURANCE COVERAGE REQUIREMENT

Your lease with KINETIC LEASING, INC. requires you to maintain certain insurance coverage. In order to assist you with obtaining coverage from your insurance company, please provide us with the following agent information, as well as provide your insurance company with the requirements as shown below:

<u>INSURANCE AGENT DATA:</u>	
NAME OF INSURANCE AGENT: _____	
ADDRESS: _____	
PHONE #: _____	CONTACT PERSON: _____
FAX #: _____	EMAIL ADDRESS: _____

Named Insured / Lessee:
Equipment Lease No.:

City of Fargo
 CIT8285-145

Coverage:
 All Risk Personal Property and/or
 EDP, if applicable

Certificate Holders:
Lender's Loss Payee(s) As Their Interests
May Appear:

Kinetic Leasing, Inc., and its assigns
 2575 41st Street S, Suite 1
 Fargo, ND 58104

Coverage:
 General Liability

Certificate Holders:
Additional Insured:

Kinetic Leasing, Inc., and its assigns
 2575 41st Street S, Suite 1
 Fargo, ND 58104

The Insurance Certificate should show the coverage limits and the insurance carrier's name(s) and policy number(s). Please have the Certificate of Insurance sent to Kinetic Leasing, Inc. at the address above, or email to insurance@kineticlease.com or fax it to us at 701-476-0277.

WE WOULD APPRECIATE YOUR AGENT INCLUDING OUR LEASE AND SCHEDULE NUMBER ON THE CERTIFICATE.

ESCROW AGREEMENT

THIS ESCROW AGREEMENT (the "Escrow Agreement"), made and entered into as of the 6th day of November, 2025, by and between Koda Bank (the "Escrow Agent"), Kinetic Leasing, Inc., a corporation duly organized and existing under the laws of the State of North Dakota ("Lessor"), and City of Fargo a political subdivision of the State of North Dakota (the "Lessee"):

WITNESSETH THAT, in the joint and mutual exercise of their powers, and in consideration of the mutual covenants herein contained, the parties hereto recite and agree as follows:

Section 1. Recitals.

1.01. Lessor and Lessee have entered into a Lease with Option to Purchase Agreement No. CIT8285-145 dated as of November 6, 2025, (the "Lease"), a duplicate original of which has been furnished to the Escrow Agent, whereby Lessor has agreed to lease with an option to purchase certain personal property described therein (the "Equipment") to Lessee, and Lessee has agreed to lease with an option to purchase the Equipment from Lessor, in the manner and on the terms set forth in the Lease.

1.02. This Escrow Agreement is not intended to alter or change in any way the rights and obligations of Lessor and Lessee under the Lease, but is entirely supplemental thereto.

1.03. The terms capitalized in this Escrow Agreement but not defined herein shall have the meanings given to them in the Lease.

1.04. Under the Lease, Lessor is required to deposit or cause to be deposited with the Escrow Agent the sum of \$148,930.00 which funds, together with the interest earnings thereon, will be credited to the Equipment Acquisition Fund established in Section 2 hereof and used to pay the Purchase Price of the items of Equipment and, to the extent not needed for this purpose, will be applied as provided in Section 2.04 hereof, all as hereinafter provided. The Purchase Price of each such item of Equipment shall be paid solely from the amount deposited with the Escrow Agent in accordance with this Escrow Agreement.

1.05. Under the Lease, either Lessor or Lessee will cause each item of Equipment to be ordered from the Equipment Vendor therefor. Lessor shall furnish to the Escrow Agent as soon as available, a copy of the purchase order(s) for all Equipment ordered pursuant to the Lease, showing the Purchase Price and the estimated delivery date(s).

1.06. Subject to such control by Lessee as is provided for herein, Lessor and Lessee agree to employ the Escrow Agent to receive, hold, invest and disburse the moneys to be paid to the Escrow Agent by Lessor as described in Section 1.04, all as hereinafter provided; however, the Escrow Agent shall not be obligated to assume or perform any obligation of Lessee or Lessor under the Lease or of any Equipment Vendor with respect thereto by reason of anything contained in this Escrow Agreement.

1.07. Each of the parties has authority to enter into this Escrow Agreement and has taken all actions necessary to authorize the execution of this Escrow Agreement by the officers whose signatures are affixed hereto.

Section 2. Equipment Acquisition Fund.

2.01. The Escrow Agent shall establish a special escrow fund designated as the Equipment Acquisition Fund (the "Equipment Acquisition Fund") and shall keep such fund separate and apart from all other funds and money held by it, and shall administer such fund as provided in this Escrow Agreement.

2.02. Lessor shall pay or cause to be paid to the Escrow Agent the sum of set forth in Section 1.04 hereof which amount shall be credited to the Equipment Acquisition Fund which

shall be used to pay all costs of purchase, construction and installation of the Equipment upon submission to the Escrow Agent by Lessee of completed Payment Request Forms in form as attached hereto (including the approval of the Lessor) and completed Receipt Certificates in form as attached to the Lease. The submission of a Payment Request Form and Receipt Certificate shall be deemed to be a representation by Lessee that no default or Event of Default shall have occurred or be continuing or will exist at the time of the making of the payment from the Equipment Acquisition Fund and that the representation and warranties contained in the Lease shall be true and correct as of the date of payment from the Equipment Acquisition Fund.

2.03. In the event that Lessor provides to the Escrow Agent written notice of the occurrence of an Event of Default or an Event of Non-appropriation under the Lease, the Escrow Agent shall thereupon promptly remit to Lessor or any assignee of Lessor the remaining balance of the Equipment Acquisition Fund plus investment income thereon.

2.04. Upon receipt by the Escrow Agent of written notice from Lessor that the Purchase Price of all Equipment under the Lease has been paid in full, (a) Escrow Agent shall apply the balance remaining in the Equipment Acquisition Fund, first, to all reasonable fees and expenses incurred by the Escrow Agent in connection herewith as evidenced by its statement forwarded to Lessee and Lessor; and, second, to Lessor to be applied for benefit of Lessee against the principal portion of the Rental Payments next coming due under the Lease and (b) this Escrow Agreement shall terminate. Upon the earlier of receipt of such notice or two years from the date hereof, if any funds remain in the Equipment Acquisition Fund that represent the Purchase Price of the Equipment, such funds shall be applied against the principal portion of the Rental Payment next coming due under the Lease.

2.05. The Escrow Agent shall only be responsible for the safekeeping and investment of the money held in the Equipment Acquisition Fund, and the disbursement thereof in accordance with this Section, and shall not be responsible for the authenticity or accuracy of such certifications or documents, the application of amounts paid pursuant to such certifications by the persons or entities to which they are paid, or the sufficiency of the moneys credited to the Equipment Acquisition Fund to make the payments herein required.

Section 3. Money in Equipment Acquisitions Fund: Investment.

3.01. The money and investments held by the Escrow Agent under this Escrow Agreement are irrevocably held in trust for the benefit of Lessor, and such money, together with any income or interest earned thereon, shall be expended only as provided in this Escrow Agreement, and shall not be subject to levy or attachment or lien by or for the benefit of any creditor of either Lessee or Lessor.

3.02. The Escrow Agent shall, without further direction from Lessor, sell such investments as and when required to make any payment from the Equipment Acquisition Fund. Any income received on such investments shall be credited to the Equipment Acquisition Fund.

3.03. The Escrow Agent shall invest the moneys held in the Equipment Acquisition Fund in a treasury savings account and shall furnish an accounting of all investments.

Section 4. Escrow Agent's Authority.

4.01 The Escrow Agent may act in reliance upon any writing or instrument or signature which it, in good faith, believes to be genuine, may assume the validity and accuracy of any statement of assertion contained in such a writing or instrument, and may assume that any person purporting to give any writing, notice or advice or instructions in connection with the provisions hereof has been duly authorized to do so. The Escrow Agent shall not be liable in any manner for the sufficiency or correctness as to form, manner and execution, or validity or any instrument deposited with it, nor as to the identity, authority or right of any person executing the same; and its duties hereunder shall be limited to those specifically provided herein.

Section 5. Administrative Provisions.

5.01. All written notices to be given under this Escrow Agreement shall be given by mail to the party entitled thereto at its address set forth in the Lease, or at such address as the party may provide to the other parties hereto in writing from time to time. Any such notices shall be deemed to have been received forty-eight (48) hours after deposit in the United States mail in registered form, with postage fully prepaid.

5.02. This Escrow Agreement shall be construed and governed in accordance with the laws of the State of North Dakota.

5.03. This Escrow Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns. Specifically, the term "Lessor" as used herein means any person or entity to whom Lessor has assigned its right to receive Rental Payments under the Lease and any other payments due to Lessor hereunder from and after the date when a duplicate original of such assignment is filed with the Escrow Agent.

5.04. This Agreement shall terminate upon disbursement by the Escrow Agent of all money held by it hereunder.

5.05 This Agreement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

IN WITNESS WHEREOF, the parties have executed this Escrow Agreement as of the date and year first written above.

ESCROW AGENT: KODA BANK

Signature: _____

Name/Title: _____

LESSOR: KINETIC LEASING, INC.

Signature: _____

Name/Title: _____

LESSEE: CITY OF FARGO

Signature: _____

Name/Title: Tim Mahoney / Mayor

ATTEST:

Signature: _____

Name/Title: Steve Sprague / City Auditor

PAYMENT REQUEST FORM

The Escrow Agent is hereby requested to pay from the Equipment Acquisition Fund established by the Escrow Agreement dated as of November 6, 2025 by and among the Escrow Agent, the Lessor and the Lessee, to the person or corporation designated below as Payee, the sum set forth below in payment (of all/of a portion) of the Purchase Price described below. The amount shown below is due and payable under a purchase order or contract with respect to the Equipment described below and has not formed the basis of any prior request for payment.

Serial No(s). of Equipment for which
Purchase Price to be Paid:

Payee: _____

Address: _____

Attention: _____

Purchase Price to be paid from Equipment Acquisition Fund: _____

Dated: _____

**CITY OF FARGO
AS LESSEE**

Signature: _____

Title: Mayor _____

**PAYMENT FROM EQUIPMENT
ACQUISITION FUND APPROVED:**

**KINETIC LEASING, INC.
AS LESSOR**

Signature: _____

Title: _____

**RIDER - TITLED EQUIPMENT
TO EQUIPMENT LEASE AGREEMENT #CIT8285-145
DATED NOVEMBER 6, 2025**

This TITLED EQUIPMENT RIDER is made by and between CITY OF FARGO ("Lessee") and KINETIC LEASING, INC. ("Lessor" and "Owner").

WHEREAS, the parties wish to amend the above reference Agreement as set forth below:

You (Lessee) shall complete the physical titling of the Equipment as required by the state of your residence. **Furthermore, you shall provide such title documentation of the Equipment to us within fifteen (15) days of your receipt of such title documentation from the appropriate titling authority.** Your failure to provide us with the title documentation to the Equipment in a timely manner shall be deemed a condition of default and subject to any and all remedies available to us. Lessee further agrees to pay a month-to-month Unobtained Titling Fee of \$100 per title if the Lessor has not received the correct transferred title in Lessor's office in a timely manner.

The verification of completed titling must be emailed or faxed to Chloe Walton with Kinetic Leasing within fifteen (15) days:

- o Email: cwalton@kineticlease.com
- o Fax: 701-476-0277

Lienholder to be listed as:
Kinetic Leasing, Inc.
PO Box 9785
Fargo, ND 58106

Except as modified herein the terms of the Lease remain the same and continue in full force and effect.

LESSOR: Kinetic Leasing, Inc.

LESSEE: City of Fargo

Signature: _____

Signature: _____

Title: _____

Title: Mayor

Date: November 6, 2025

Date: November 6, 2025

Form 8038-G (Rev. September 2018) Department of the Treasury Internal Revenue Service	Information Return for Tax-Exempt Governmental Bonds ▶ Under Internal Revenue Code section 149(e) ▶ See separate instructions. Caution: If the issue price is under \$100,000, use Form 8038-GC. ▶ Go to www.irs.gov/F8038G for instructions and the latest information.	OMB No. 1545-0720
---	---	-------------------

Part I Reporting Authority		If Amended Return, check here ☐
1 Issuer's name	2 Issuer's employer identification number (EIN) 45-6005069	
City of Fargo	3b Telephone number of other person shown on 3a	
3a Name of person (other than issuer) with whom the IRS may communicate about this return (see instructions)		
4 Number and street (or P.O. box if mail is not delivered to street address)	Room/suite	5 Report number (For IRS Use Only) 3
PO Box 2083		
6 City, town, or post office, state, and ZIP code	7 Date of issue 11/06/2025	
Fargo, ND 58107		
8 Name of issue	9 CUSIP number	
CIT8285-145		
10a Name and title of officer or other employee of the issuer whom the IRS may call for more information (see instructions)	10b Telephone number of officer or other employee shown on 10a 701-241-1460	
Tom Ganje		

Part II Type of Issue (enter the issue price). See the instructions and attach schedule.		
11 Education	11	
12 Health and hospital	12	
13 Transportation	13	
14 Public safety	14	
15 Environment (including sewage bonds)	15	
16 Housing	16	
17 Utilities	17	
18 Other. Describe ▶ Construction	18	240,908 38
19a If bonds are TANs or RANs, check only box 19a ☐		
b If bonds are BANs, check only box 19b ☐		
20 If bonds are in the form of a lease or installment sale, check box ☐		

Part III Description of Bonds. Complete for the entire issue for which this form is being filed.				
(a) Final maturity date	(b) Issue price	(c) Stated redemption price at maturity	(d) Weighted average maturity	(e) Yield
21 11/15/2028	\$ 240,908.38	\$ N/AP	3 years	4.950 %

Part IV Uses of Proceeds of Bond Issue (including underwriters' discount)			
22 Proceeds used for accrued interest	22	N/AP	
23 Issue price of entire issue (enter amount from line 21, column (b))	23		
24 Proceeds used for bond issuance costs (including underwriters' discount)	24	N/AP	
25 Proceeds used for credit enhancement	25	N/AP	
26 Proceeds allocated to reasonably required reserve or replacement fund	26	N/AP	
27 Proceeds used to refund prior tax-exempt bonds. Complete Part V	27	N/AP	
28 Proceeds used to refund prior taxable bonds. Complete Part V	28	N/AP	
29 Total (add lines 24 through 28)	29	N/AP	
30 Nonrefunding proceeds of the issue (subtract line 29 from line 23 and enter amount here)	30		

Part V Description of Refunded Bonds. Complete this part only for refunding bonds.			
31 Enter the remaining weighted average maturity of the tax-exempt bonds to be refunded	▶	N/AP	years
32 Enter the remaining weighted average maturity of the taxable bonds to be refunded	▶	N/AP	years
33 Enter the last date on which the refunded tax-exempt bonds will be called (MM/DD/YYYY)	▶	N/AP	
34 Enter the date(s) the refunded bonds were issued ▶ (MM/DD/YYYY)	▶	N/AP	

Form 8038-G (Rev. 9-2018)

Part VI Miscellaneous

35	Enter the amount of the state volume cap allocated to the issue under section 141(b)(5)	35	N/AP
36a	Enter the amount of gross proceeds invested or to be invested in a guaranteed investment contract (GIC). See instructions	36a	N/AP
b	Enter the final maturity date of the GIC ► (MM/DD/YYYY) _____ N/AP		
c	Enter the name of the GIC provider ► N/AP		
37	Pooled financings: Enter the amount of the proceeds of this issue that are to be used to make loans to other governmental units	37	N/AP
38a	If this issue is a loan made from the proceeds of another tax-exempt issue, check box ► ☐ and enter the following information:		
b	Enter the date of the master pool bond ► (MM/DD/YYYY) _____ N/AP		
c	Enter the EIN of the issuer of the master pool bond ► _____ N/AP		
d	Enter the name of the issuer of the master pool bond ► N/AP		
39	If the issuer has designated the issue under section 265(b)(3)(B)(i)(III) (small issuer exception), check box		☒
40	If the issuer has elected to pay a penalty in lieu of arbitrage rebate, check box		☐
41a	If the issuer has identified a hedge, check here ► ☐ and enter the following information:		
b	Name of hedge provider ► N/AP		
c	Type of hedge ► N/AP		
d	Term of hedge ► N/AP		
42	If the issuer has superintegrated the hedge, check box		☐
43	If the issuer has established written procedures to ensure that all nonqualified bonds of this issue are remediated according to the requirements under the Code and Regulations (see instructions), check box		☐
44	If the issuer has established written procedures to monitor the requirements of section 148, check box		☐
45a	If some portion of the proceeds was used to reimburse expenditures, check here ► ☐ and enter the amount of reimbursement		N/AP
b	Enter the date the official intent was adopted ► (MM/DD/YYYY) _____ N/AP		

Signature and Consent

Under penalties of perjury, I declare that I have examined this return and accompanying schedules and statements, and to the best of my knowledge and belief, they are true, correct, and complete. I further declare that I consent to the IRS's disclosure of the issuer's return information, as necessary to process this return, to the person that I have authorized above.

Signature of issuer's authorized representative _____ Date _____ Tim Mahoney / Mayor
Type or print name and title

Paid Preparer Use Only

Print/Type preparer's name	Preparer's signature	Date	Check ☐ if self-employed	PTIN
Firm's name ►	Firm's EIN ►			
Firm's address ►	Phone no.			

Form 8038-G (Rev. 9-2018)

POWER OF ATTORNEY

City of Fargo of 402 23rd St N, Fargo, ND 58102, the bona fide registered owner of the following described property: **2026 International HV607 SBA Cummins 6.7L-Allison Automatic Bucket Lift VIN - 1HTEJMMR3TS780252**, hereby irrevocably appoints **Kinetic Leasing, Inc.** with an address of **2575 41st Street South, Suite 1, Fargo, ND 58104**, or any officer thereof, as Grantor's attorney with full authority to execute and record any and all instruments, affidavits, certificates of titles, renewals, and other documents necessary to effect registration, transfer of title, application for title and to evidence Kinetic Leasing, Inc.'s security interest in the above described motor vehicle and to do such other things as may be proper pertaining to the title or licensing of the motor vehicle, in Grantor's place and stead. This Power of Attorney shall not terminate or otherwise be affected by Grantor's subsequent disability or incapacity.

GRANTOR:

City of Fargo

Signature: _____

Name: _____

Title: _____

STATE OF _____

)

) SS

COUNTY OF _____

)

Subscribed and sworn to before me this _____ day of _____, 20____.

(SEAL)

Notary Public for the State of _____

Residing at _____

My commission expires _____



**FLEET MANAGEMENT, FORESTRY
STREETS & SEWERS
WATERMAINS & HYDRANTS**
402 23rd Street North
Fargo, ND 58102
Phone: 701.241.1453 | Fax: 701.241.8100
FargoND.gov

July 21, 2025

The Honorable Board of City Commissioners
City of Fargo
225 North Fourth Street
Fargo, ND 58102

RE: 2025 Forestry Large Aerial Truck (PBC25228, PBC25229)

Commissioners:

The City of Fargo has experienced notable success in utilizing purchasing consortiums for equipment procurement. By leveraging competitively bid contracts available through the consortiums, we have consistently achieved significant cost savings compared to traditional dealer-direct purchases.

The results are as follows:

<u>Model</u>	<u>Unit Cost</u>	<u>Contract Number</u>
2025 HV607 SBA	\$91,978.38	ND State 378-24
2025 Versalift VO-260-RR	\$148,930.00	Sourcewell 110421

The Review Committee, consisting of Ben Dow and Tom Ganje, evaluated both North Dakota State Contract 378-24 and Sourcewell Contract #110421-TIM for the procurement of a large aerial truck. These contracts are part of cooperative purchasing programs that provide government and public entities with access to competitively awarded agreements for goods and services. North Dakota State Contract 378-24 offers state-negotiated pricing, while Sourcewell operates a national cooperative purchasing network. Funding for this project is included in the 2025 Forestry budget. A four-year lease agreement will be secured at the time of purchase.

SUGGESTED MOTION:

Move to approve the purchase of one (1) 2025 HV607 SBA Chassis from North Central INTL LLC and one (1) 2025 Versalift VO-260-RR Truck Body from ABM Equipment, for a total amount of \$240,908.38, to be financed through a four-year lease agreement secured at the time of purchase.

Respectfully Submitted,

Tom Ganje
Fleet Purchasing Manager



PIGGYBACK PURCHASE REQUEST FORM (PBC)

Requested by:	Tom Ganje	Department:	Forestry
Date of Request:	7/8/2025	Phone Number:	241-1460
E-mail:	tganje@fargond.gov		
Dept Head Signature:	<i>Benjamin Dow</i>	Estimated Amount of Purchase:	\$148,930.00

Piggyback Purchase from a State or Cooperative Contract Requirement:

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

Product or Service description:

Versalift VO-260-RR Aerial Body

Provide source of existing State contract and Contract number:

Sourcwell Contract # 110421-TIM

Is a Vendor contract required? Yes ☐ No ☐

Vendor Name: ABM Equipment

Address: 332 2nd Street NE

City: Hopkins

State: MN

Zip Code: 55343

Contact Person: Jerad Streichen

Title: Regional Sales Manager

Telephone: 701-388-6721

Email: Jerads@abmequip.com

Purchasing Manager Approval:

Piggyback (PBC) Number:

PBC25228

Versalift
7601 Imperial Drive
Waco, Texas 76712-6608
254.399.2100



QUOTATION

SOURCEWELL N-25190

Customer: City of Fargo
Attn: Tom Ganje
Email: tganje@fargond.gov
Address: 200 3rd Street North
Fargo, ND. 58102

Date: 6/2025
Model: VO-260-RR

**VERSALIFT SOURCEWELL
CONTRACT #110421-TIM**

<u>Model No.</u>	<u>Description</u>	<u>Sourcewell Contract Price</u>
VO-260-RR	Rear mounted, insulated 60 ft. 10 in. (21.6 m) overcenter, articulated aerial platform lift, 65ft. 10 n working height (23.1). With 50 ft. 8 in. (15.4 m) over-center horizontal reach including the following items:	\$179,875.00

STANDARD SOURCEWELL FEATURES:

- Platform capacity of 350 lbs.
- Sixteen (16) foot flatbed with tool boxes.
- Freightliner M2 106 4x2 regular cab chassis with diesel engine, automatic transmission, and air conditioning.
- Platform mounted Highly Resistant control handle including safety trigger and emergency stop/dump valve.
- Full pressure turret mounted controls with override.
- Continuous rotation.
- Seven gpm open center hydraulic system with a 2900 psi operating pressure.
- Fiberglass upper boom tested per ANSI A92.2-2010 for Category C, 46 KV and below, including vacuum flashover protection system.
- Chassis insulating system (lower boom insert) providing 24 in. insulation gap including accommodations to bridge insulation gap for testing per ANSI A92.2-2010.
- A-frame main and auxiliary outriggers with pivot feet; two control valves and a selector valve.
- Outrigger boom interlock for outriggers.
- Two sets of hydraulic tool outlets at platform, w/pressure limit.
- Two 1/2 in. diameter return lines.
- Remote mounted hydraulic reservoir with a 30-gallon capacity.
- Closed 24 in. X 24 in. X 42 in. platform with one inside/outside step. Mechanical bucket tilt included. Dump pin needs to be 1/2" longer then standard pin.
- Lower boom overstop protection.
- Non-lube bearings used at all pivot points.
- Unit painted urethane standard white.
- Two operator's manuals and two service manuals.
- ANSI A92.2 data plate

CUSTOMER TO SUPPLY CHASSIS

Customer to provide chassis specifications and have drop shipped to ABM installation facility

- Deduction of the above Freightliner M2 106 4x2regular cab _____ \$<-89,456.00>

VO-260-RR
VERSALIFT.COM

Date: 6/23/2025
Quote: N-25190

CUSTOMER REQUESTED OPEN MARKET OPTIONS:

- Open market items listed below in addition or in lieu of the above standard Sourcewell features \$58,511.00
 - Flatbed with two sets of recessed stair type steps, 40" wide streetside and curbside compartment, barn style doors, LED rope lights, 44" wide cargo area compartment with top opening barn like doors, 32" wide fuel compartment with drop down door, and Raptor liner on compartment tops in lieu of the above 16' flatbed and tool boxes
 - Full cab guard with expanded metal down rear cab window
 - Cone holder on streetside at rear of flatbed
 - Aluminum outrigger pad holders
 - Four (4) outrigger pads
 - Rear ICC bumper
 - Back up alarm
 - 15" mini light bar mounted on front of cab guard
 - Two (2) LED strobes mounted in rear of flatbed
 - Back up pump for 12V chassis
 - Full body harness and lanyard
 - Aerial lift throttle
 - Auto boom latch
 - Hydraulic platform tilt
 - Closed 24" x 30" x 42" platform with bucket liner and cover in lieu of the above 24" x 24" x 42" platform
 - Federal DOT inspection and weight certification

Price Summary

TOTAL PRICE F.O.B. FARGO, ND:

\$148,930.00

TERMS: Net 30 days. Chassis MSO released upon payment.
SHIPMENT: Approximately 365-480 days after receipt of order or 60 days after receipt of chassis, whichever is later.
NOTE: Prices are subject to change. This is a stock unit and is subject to prior sales.

Thank you for considering <VERSALIFT> to meet your utility equipment needs. We look forward to earning your business.

Best Regards,

STAN TOMCHESSON

Government Contracts Sales Coordinator

Phone: (254) 399-2167

Email: StanTomchesson@versalift.com





PIGGYBACK PURCHASE REQUEST FORM (PBC)

Requested by:	Tom Ganje	Department:	Forestry
Date of Request:	7/8/2025	Phone Number:	241-1460
E-mail:	tganje@fargond.gov		
Dept Head Signature:	<i>Benjamin Dow</i>	Estimated Amount of Purchase:	\$91,978.38

Piggyback Purchase from a State or Cooperative Contract Requirement:

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

Product or Service description:

2025 HV607 SBA (HV607) Chassis

Provide source of existing State contract and Contract number:

ND State Contract #378

Is a Vendor contract required? Yes ☐ No ☐

Vendor Name: North Central INTL LLC

Address: PO Box 993

City: Willmar

State: MN

Zip Code: 5620 10993

Contact Person: Greg Barsgard

Title: Sales

Telephone: 701-282-2817

Email: Greg.Barsgard@northcentralintl.com

Purchasing Manager Approval:

Piggyback (PBC) Number:

PBC25229

N.D. contract #378

July 07, 2025

INTERNATIONAL

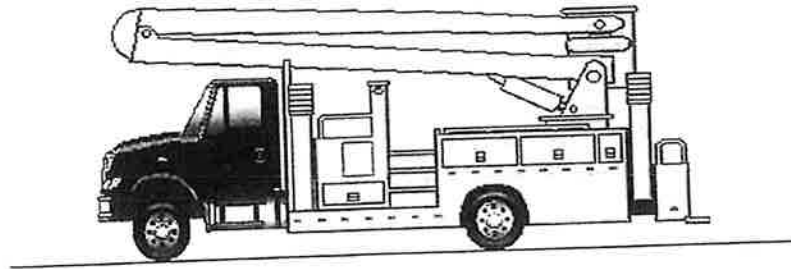
Prepared For:

City of Fargo
TOM GANJE
402 23rd St. N
Fargo, ND 58102-4114
(701)241 - 1460
Reference ID: N/A

Presented By:

NORTH CENTRAL INTL LLC
Greg Barsgard
PO BOX 993
WILLMAR MN 562010993
701-282-2817

Thank you for the opportunity to provide you with the following quotation on a new International truck. I am sure the following detailed specification will meet your operational requirements, and I look forward to serving your business needs.



Model Profile
2025 HV607 SBA (HV607)

AXLE CONFIG:
APPLICATION:
MISSION:

DIMENSION:
ENGINE, DIESEL:

TRANSMISSION, AUTOMATIC:

CLUTCH:
AXLE, FRONT NON-DRIVING:
AXLE, REAR, SINGLE:
CAB:
TIRE, FRONT:
TIRE, REAR:
SUSPENSION, REAR, SINGLE:
PAINT:

4X2
Bucket Lift
Requested GVWR: 33000. Calc. GVWR: 34220. Calc. GCWR: 50000
Calc. Start / Grade Ability: 30.23% / 1.92% @ 55 MPH
Calc. Geared Speed: 87.8 MPH
Wheelbase: 187.00, CA: 119.90, Axle to Frame: 100.00
{Cummins B6.7 280} EPA 2024, 280HP @ 2400 RPM, 660 lb-ft Torque @ 1600 RPM, 2600 RPM
Governed Speed, 280 Peak HP (Max)
{Allison 3000 RDS} 6th Generation Controls, Close Ratio, 6-Speed with Double Overdrive, with
PTO Provision, Less Retarder, Includes Oil Level Sensor, with 80,000-lb GVW and GCW Max,
On/Off Highway
Omit Item (Clutch & Control)
{Meritor MFS-14-143A} Wide Track, I-Beam Type, 14,000-lb Capacity
{Meritor MS-21-14X-4DFR} Single Reduction, 21,000-lb Capacity, R Wheel Ends Gear Ratio: 5.57
Conventional, Day Cab
(2) 11R22.5 Load Range H HSR 3 (CONTINENTAL), 494 rev/mile, 75 MPH, All-Position
(4) 11R22.5 Load Range H HDR2+ (CONTINENTAL), 491 rev/mile, 75 MPH, Drive
23,500-lb Capacity, Vari-Rate Springs, with 4500-lb Capacity Auxiliary Rubber Springs
Cab schematic 100WL
Location 1: 5F79, Forest Green Metallic (Prem)
Chassis schematic N/A

INTERNATIONAL

Vehicle Specifications
2025 HV607 SBA (HV607)

July 07, 2025

7, 2025

<u>Code</u>	<u>Description</u>	<u>F/R Wt</u> (lbs)	<u>Tot Wt</u> (lbs)	<u>Tot Wt</u> (lbs)
		6136/3644	9780	0
HV60700	Base Chassis, Model HV607 SBA with 187.00 Wheelbase, 119.90 CA, and 100.00 Axle to Frame.			15
1570	TOW HOOK, FRONT (2) Frame Mounted	8/0	8	0
1ANA	AXLE CONFIGURATION 4x2	-40/-95	-135	0
	Notes Pricing may change if axle configuration is changed.			38
1CAG	FRAME RAILS Heat Treated Alloy Steel (120,000 PSI Yield); 10.250" x 3.610" x 0.375" (260.4mm x 91.7mm x 9.5mm); 456.0" (11582mm) Maximum OAL	21/490	511	0
1LLD	BUMPER, FRONT Contoured, Steel	-10/2	-8	2
1SAL	CROSSMEMBER, REAR, AF (1)	-5/25	20	
1WAC	BUMPER EXTENSION, FRONT 4.0"	20/0	20	0
1WGR	WHEELBASE RANGE 138" (350cm) Through and Including 187" (475cm)	74/-74	0	
2ARV	AXLE, FRONT NON-DRIVING (Meritor MFS-14-143A) Wide Track, I-Beam Type, 14,000-lb Capacity	60/0	60	
3ADD	SUSPENSION, FRONT, SPRING Parabolic Taper Leaf, Shackle Type, 14,000-lb Capacity, with Shock Absorbers	44/0	44	
4091	BRAKE SYSTEM, AIR Dual System for Straight Truck Applications	0/0	0	
	Includes : BRAKE LINES Color and Size Coded Nylon : DRAIN VALVE Twist-Type : GAUGE, AIR PRESSURE (2) Air 1 and Air 2 Gauges; Located in Instrument Cluster : PARKING BRAKE CONTROL Yellow Knob, Located on Instrument Panel : PARKING BRAKE VALVE For Truck : QUICK RELEASE VALVE On Rear Axle for Spring Brake Release: 1 for 4x2, 2 for 6x4 : SPRING BRAKE MODULATOR VALVE R-7 for 4x2. SR-7 with relay valve for 6x4/8x6			1
4732	DRAIN VALVE (Berg) with Pull Chain, for Air Tank	0/0	0	0
4AZA	AIR BRAKE ABS (Bendix AntiLock Brake System) 4-Channel (4 Sensor/4 Modulator) Full Vehicle Wheel Control System	0/0	0	2
4EBT	AIR DRYER (Bendix AD-IP) with Heater	13/14	27	
4GBM	BRAKE, PARKING Manual Push-Pull Pneumatic Parking Brake	1/0	1	74
4SPA	AIR COMPRESSOR (Cummins) 18.7 CFM	0/0	0	
4VKC	AIR DRYER LOCATION Mounted Inside Left Rail, Back of Cab	14/7	21	0
4VKH	AIR TANK LOCATION (2) Mounted Under Battery Box, Outside Right Rail, Under Cab	0/0	0	1
4XCJ	BRAKES, FRONT (Bendix Spicer ADB22X) Air Disc Type, Extended Service, Size 22.5", 23,000-lb Capacity	0/0	0	3
4XCK	BRAKES, REAR (Bendix Spicer ADB22X) Air Disc Type, Extended Service, Size 22.5", 26,000-lb Capacity per Axle	0/0	0	0
4XDX	BRAKE CHAMBERS, FRONT AXLE 20 Sqn, for Air Disc Brakes	1/0	1	0

Proposal: 40-01

al: 40-01

INTERNATIONAL

Vehicle Specifications
2025 HV607 SBA (HV607)

July 07, 2025

<u>Code</u>	<u>Description</u>	<u>F/R Wt</u> (lbs)	<u>Tot Wt</u> (lbs)
	<u>Includes</u> : CONSOLE, OVERHEAD Molded Plastic with Dual Storage Pockets, Retainer Nets and CB Radio Pocket; Located Above Driver and Passenger : DOME LIGHT, CAB Door Activated and Push On-Off at Light Lens, Timed Theater Dimming, Reading Lights; Integral to Overhead Console, Center Mounted : SUN VISOR (3) Padded Vinyl; 2 Moveable (Front-to-Side) Primary Visors, Driver Side with Vanity Mirror and Toll Ticket Strap; plus 1 Auxiliary Visor (Front Only), Driver Side		
16VLV	MONITOR, TIRE PRESSURE Omit	-10/-1	-11
16WBY	ARM REST, RIGHT, DRIVER SEAT	3/0	3
16WHJ	HOSE CLAMPS, HEATER HOSE {Breeze} Belleville Washer Type	0/0	0
16WJU	WINDOW, POWER (2) and Power Door Locks, Left and Right Doors, Includes Express Down Feature	0/0	0
16WLS	FRESH AIR FILTER Attached to Air Intake Cover on Cowl Tray in Front of Windshield Under Hood	0/0	0
16WSK	CAB REAR SUSPENSION Air Bag Type	0/0	0
16XCM	CAB DOOR LOCKS Power, Driver Side Only; Non-Locking When Door Open	0/0	0
16XJN	INSTRUMENT PANEL Flat Panel	0/0	0
16ZBT	ACCESS, CAB Steel, Driver & Passenger Sides, Two Steps per Door, for use with Day Cab and Extended Cab	0/0	0
27DUW	WHEELS, FRONT {Accuride 51408} DISC; 22.5x8.25 Rims, Powder Coat Steel, 2-Hand Hole, 10-Stud, 285.75mm BC, Hub-Piloted, Flanged Nut, with Steel Hubs	-10/0	-10
28DUW	WHEELS, REAR {Accuride 51408} DUAL DISC; 22.5x8.25 Rims, Powder Coat Steel, 2-Hand Hole, 10-Stud, 285.75mm BC, Hub-Piloted, Flanged Nut, with Steel Hubs	0/-20	-20
60ABC	BDY INTG, REMOTE START/STOP To Start and Stop Vehicle Engine	0/0	0
7382135439	(2) TIRE, FRONT 11R22.5 Load Range H HSR 3 (CONTINENTAL), 494 rev/mile, 75 MPH, All-Position	4/0	4
7382135444	(4) TIRE, REAR 11R22.5 Load Range H HDR2+ (CONTINENTAL), 491 rev/mile, 75 MPH, Drive	0/20	20
	Services Section:		
40128	WARRANTY Standard for HV507/HV509, HV50B, HV607/HV609 Models, Effective with Vehicles Built July 1, 2017 or Later, CTS-2025A	0/0	0
	Total Component Weight:	6553/4315 (lbs)	10868 (lbs)
		(lbs)	(lbs)
	STD GET READY-DOT-PARAMETERS-WASH-PDI W/BATTERY TEST-WINTER FRONT	0/0	0
	2025 TARIFF AS OF 6/25/25	0/0	0
	Total Goods Purchased:	0/0	0

◆ INTERNATIONAL

Vehicle Specifications
2025 HV607 SBA (HV607)

July 07, 2025

The weight calculations included in this proposal are an estimate of future vehicle weight. The actual weight as manufactured may be different from the estimated weight. Navistar, Inc. shall not be liable for any consequences resulting from any differences between the estimated weight of a vehicle and the actual weight.

INTERNATIONAL

Financial Summary
2025 HV607 SBA (HV607)

July 07, 2025

(US DOLLAR)

DescriptionPrice

Net Sales Price:

\$91,978.38

Please feel free to contact me regarding these specifications should your interests or needs change. I am confident you will be pleased with the quality and service of an International vehicle.

Approved by Seller:

Accepted by Purchaser:

Official Title and Date_____
Firm or Business Name_____
Authorized Signature_____
Authorized Signature and Date

This proposal is not binding upon the seller without
Seller's Authorized Signature

Official Title and Date

The TOPS FET calculation is an estimate for reference purposes only. The seller or retailer is responsible for calculating and reporting/paying appropriate FET to the IRS.

The limited warranties applicable to the vehicles described herein are Navistar, Inc.'s standard printed warranties which are incorporated herein by reference and to which you have been provided a copy and hereby agree to their terms and conditions.

* price has a 2,000.00 of current
tariffs already added. May change
between order date & time of Build!

GB
11



TRANSIT OFFICE

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

November 10, 2025

28

City Commission
225 N 4th Street N
Fargo, ND 58102

Dear Commissioners:

Attached is the Minnesota State University Moorhead (MSUM) U-Pass Fee Agreement for the 2025-2026 academic year. The U-Pass Program is subsidized by MSUM through the attached agreement. Current MSUM students ride MATBUS fixed routes for free through this program.

Recommended motion: Approve the attached U-Pass agreement.

Sincerely,

Cole Swingen
Assistant Transit Director – Operations
City of Fargo



STATE OF MINNESOTA
MINNESOTA STATE COLLEGES AND UNIVERSITIES
MINNESOTA STATE UNIVERSITY MOORHEAD
SERVICES CONTRACT

THIS CONTRACT, and amendments and supplements thereto, is between the State of Minnesota, acting through its Board of Trustees of the Minnesota State Colleges and Universities, on behalf of Minnesota State University Moorhead (hereinafter MINNESOTA STATE), and the City of Fargo, a North Dakota municipal corporation 225 4th Ave. N. Fargo, ND 58102 (hereinafter CONTRACTOR).

WHEREAS, MINNESOTA STATE, pursuant to Minnesota Statutes Chapter 136F, is empowered to procure from time to time certain services, and

WHEREAS, MINNESOTA STATE is in need of services that are not related to building or facilities construction, repair, maintenance or remodeling, and

WHEREAS, the CONTRACTOR represents it is duly qualified and willing to perform the services set forth in this contract, and

NOW, THEREFORE, it is agreed:

1. **TERM OF CONTRACT.** This contract shall be effective on August 19, 2025, **or upon the date the final required signature is obtained by MINNESOTA STATE, whichever occurs later**, and shall remain in effect until August 18, 2026, or until all obligations set forth in this contract have been satisfactorily fulfilled, whichever occurs first. The CONTRACTOR understands that no work should begin under this contract until all required signatures have been obtained and the CONTRACTOR is notified to begin work by MINNESOTA STATE's authorized representative.
2. **CONTRACTOR'S DUTIES.**
 - a. The CONTRACTOR will:

Provide free rides to all enrolled Minnesota State University Moorhead (MSUM) students regardless of full or part-time status, class standing, or location of residence on the Fargo-Moorhead Metro Area Transit fixed route transit system. This service is referred to as the "U-Pass Program," or simply as "U-Pass." MSUM students must swipe their 2025-2026 academic year MSUM identification cards (Dragon ID Card) at the time of boarding.
 - b. MINNESOTA STATE will:

Review enrollment after the 30th class day of each semester to ensure only currently enrolled students are being allowed free bus access and those no longer enrolled are being blocked from free bus access.

3. **CONSIDERATION AND TERMS OF PAYMENT.**

a. Consideration for all services performed and goods or materials supplied by the CONTRACTOR pursuant to this contract shall be paid by MINNESOTA STATE as follows:

- i. Compensation of Thirty-Nine Thousand Four Hundred Thirty-Eight and 82/100 Dollars (\$39,438.82).
- ii. The **total obligation** of MINNESOTA STATE for all compensation and reimbursement to the CONTRACTOR shall not exceed Thirty-Nine Thousand Four Hundred Thirty-Eight and 82/100 Dollars (\$39,438.82).

b. **Terms of Payment.**

- i. Payment shall be made by MINNESOTA STATE promptly after the CONTRACTOR'S presentation of invoices for services performed and acceptance of such services by MINNESOTA STATE's authorized representative. All services provided by the CONTRACTOR pursuant to this contract shall be performed to the satisfaction of MINNESOTA STATE, as determined at the sole discretion of its authorized representative, and in accordance with all applicable federal, state and local laws, ordinances, rules and regulations. The CONTRACTOR shall not receive payment for work found by MINNESOTA STATE to be unsatisfactory or performed in violation of any applicable federal, state or local law, ordinance, rule or regulation. Invoices shall be presented by CONTRACTOR according to the following schedule:
 1. **Retainage.** No more than 90% of the amount due will be paid by MINNESOTA STATE until all the services in this contract have been reviewed by MINNESOTA STATE's authorized representative. The balance due will be paid when MINNESOTA STATE's authorized representative determines that CONTRACTOR has satisfactorily fulfilled all the terms of this contract.
- ii. Nonresident Aliens. Pursuant to 26 U.S.C. §1441, MINNESOTA STATE is required to withhold certain federal income taxes on the gross compensation paid to nonresident aliens, as defined by Internal Revenue Code §7701(b). MINNESOTA STATE will withhold all required taxes unless and until CONTRACTOR submits documentation required by the Internal Revenue Service indicating that CONTRACTOR is a resident of a country with tax treaty benefits. MINNESOTA STATE makes no representations regarding whether or to what extent tax treaty benefits are available to CONTRACTOR. To the extent that MINNESOTA STATE does not withhold these taxes for any reason, CONTRACTOR agrees to indemnify and hold MINNESOTA STATE harmless for any taxes owed and any interest or penalties assessed.

4. **AUTHORIZED REPRESENTATIVES.** All official notifications, including but not limited to, cancellation of this contract must be sent to the other party's authorized representative.

a. MINNESOTA STATE's authorized representative for the purpose of administration of this contract is:

Name: Georges Tippens, VP of Finance & Administration, or their successor
Address: MSUM, 1104 7th Avenue South, Moorhead, MN 56563
Telephone: 218-477-3304

E-Mail: georges.tippens@mnstate.edu

Such representative shall have final authority for acceptance of the CONTRACTOR'S services and, if such services are accepted as satisfactory, shall so certify on each invoice presented pursuant to Clause III, paragraph B.

- b. The CONTRACTOR'S authorized representative for the purpose of administration of this contract is:

Name: Julie Bommelman, Transit Director
Address: Metro Transit Garage, 650 23rd Street North, Fargo, ND 58102
Telephone: 701-476-6686
E-Mail: jbommelman@fargond.gov
Fax: 701-241-8150

5. **CANCELLATION AND TERMINATION.**

- a. This contract may be canceled by MINNESOTA STATE at any time, with or without cause, upon **thirty (30) days** written notice to the CONTRACTOR. In the event of such a cancellation, the CONTRACTOR shall be entitled to payment, determined on a pro rata basis, for work or services satisfactorily performed.
- b. Termination for Insufficient Funding. MINNESOTA STATE may immediately terminate this contract if it does not obtain funding from the Minnesota Legislature or other funding source, or if funding cannot be continued at a level sufficient to allow for the payment of the services covered here. Termination must be by written or fax notice to the CONTRACTOR within a reasonable time of MINNESOTA STATE receiving notice that sufficient funding is not available. MINNESOTA STATE is not obligated to pay for any services that are provided after notice and effective date of termination. However, the CONTRACTOR will be entitled to payment, determined on a pro rata basis, for work or services satisfactorily performed to the extent that funds are available. MINNESOTA STATE will not be assessed any penalty if the contract is terminated because of the decision of the Minnesota Legislature or other funding source not to appropriate funds.

6. **ASSIGNMENT.** The CONTRACTOR shall neither assign or transfer any rights or obligations under this contract without the prior written consent of MINNESOTA STATE.

7. **LIABILITY.** The CONTRACTOR shall indemnify, save, and hold MINNESOTA STATE, its representatives and employees harmless from any and all claims or causes of action, including all attorney's fees incurred by MINNESOTA STATE, arising from the performance of this contract by the CONTRACTOR or CONTRACTOR'S agents or employees. This clause shall not be construed to bar any legal remedies the CONTRACTOR may have for MINNESOTA STATE's failure to fulfill its obligations pursuant to this contract.

8. **WORKERS' COMPENSATION.** The CONTRACTOR certifies it is in compliance with applicable laws pertaining to workers' compensation insurance coverage. The CONTRACTOR'S employees and agents will not be considered MINNESOTA STATE employees. Any claims that may arise under the Minnesota Workers' Compensation Act on behalf of these employees or agents and any claims made by any third party as a consequence of any act or omission on the part of these employees or agents are in no way MINNESOTA STATE's obligation or responsibility.

9. **DATA DISCLOSURE.**

- a. As a condition of this contract, CONTRACTOR is to provide a federal tax identification number. This information may be used in the enforcement of federal and state tax laws. These numbers will be available to federal and state tax authorities and state personnel involved in approving the contract and the payment of state obligations. Supplying these numbers could result in action to require CONTRACTOR to file state tax returns and pay delinquent state tax liabilities. **This contract will not be approved unless these numbers are provided.**
- b. **Independent Contractors.** Minn. Stat. §256.998 requires MINNESOTA STATE to report the name, address and social security number of independent contractors to the New Hire Reporting Center of the Minnesota Department of Human Services unless this Contract is for less than two months in duration with gross earnings of less than \$250.00 per month. This information may be used by state or local child support enforcement authorities in the enforcement of state and federal child support laws.

10. **INTELLECTUAL PROPERTY.** The CONTRACTOR represents and warrants that any materials, plans, specifications, documents, software or intellectual property of any kind produced or used under this contract (MATERIALS) do not and will not infringe upon any intellectual property rights of another, including, but not limited to, patents, copyrights, trade secrets, trade names, and service marks and names. The CONTRACTOR shall indemnify and defend, to the extent permitted by the Attorney General, MINNESOTA STATE at the CONTRACTOR'S expense from any action or claim brought against MINNESOTA STATE to the extent that it is based on a claim that all or part of the MATERIALS infringe upon the intellectual property rights of another. The CONTRACTOR shall be responsible for payment of any and all such claims, demands, obligations, liabilities, costs and damages, including, but not limited to, reasonable attorney fees arising out of this contract, amendments and supplements thereto, which are attributable to such claims or actions.

If such a claim or action arises, or in the CONTRACTOR'S or MINNESOTA STATE's opinion is likely to arise, the CONTRACTOR shall, at MINNESOTA STATE's discretion, either procure for MINNESOTA STATE the right or license to continue using the MATERIALS at issue or replace or modify the allegedly infringing MATERIALS. This remedy shall be in addition to and shall not be exclusive to other remedies provided by law.

11. **JURISDICTION AND VENUE.** This contract, and amendments and supplements thereto, shall be governed by the laws of the State of Minnesota. Venue for all legal proceedings arising out of this contract, or breach thereof, shall be in the state or federal court with competent jurisdiction in Ramsey County, Minnesota.
12. **AMENDMENTS.** Any amendments to this contract shall be in writing and shall be executed by the same parties who executed the original contract, or their successors in office.
13. **STATE AUDITS.** The books, records, documents, and accounting procedures and practices of the CONTRACTOR relevant to this contract shall be subject to examination by MINNESOTA STATE and the Legislative Auditor for a minimum of six (6) years from the end of the contract.
14. **ANTITRUST.** The CONTRACTOR hereby assigns to the State of Minnesota any and all claims for overcharges as to goods or services provided in connection with this Master Contract and any Work

Order Contract resulting from antitrust violations which arise under the antitrust laws of the United States or the antitrust laws of the State of Minnesota.

15. **SURVIVAL OF TERMS.** The following clauses survive the expiration, cancellation or termination of this contract: 7. Liability; 10. Data Disclosure;; 10. Intellectual Property; 11. Jurisdiction and Venue; and 13. State Audits.

16. **FORCE MAJEURE.** No party to this Contract shall be responsible for any delays or failure to perform any obligation under this Contract due to acts of God, strikes or other disturbances, including, without limitation, war, insurrection, embargoes, governmental restrictions, acts of governments or governmental authorities, and any other cause beyond the control of such party. During an event of force majeure the parties' duty to perform obligations shall be suspended.

17. **INSURANCE.**

a. CONTRACTOR shall submit an ACORD Certificate of Insurance to MINNESOTA STATE's authorized representative prior to execution of the contract.

b. CONTRACTOR shall maintain and furnish satisfactory evidence of the following:

i. **Workers' Compensation Insurance.** CONTRACTOR must provide workers' compensation insurance for all its employees and, in case any work is subcontracted, CONTRACTOR shall require the subcontractor to provide workers' compensation insurance in accordance with the statutory requirements of the State of North Dakota.

ii. **Commercial General Liability.** CONTRACTOR shall maintain a comprehensive commercial general liability insurance (CGL) policy protecting it from bodily injury claims and property damage claims which may arise from operations under the contract whether the operations are by CONTRACTOR or by a subcontractor or by anyone directly or indirectly employed under the contract. The minimum insurance amounts will be:

\$2,000,000.00 per occurrence

\$2,000,000.00 annual aggregate applying per project or location

\$2,000,000.00 annual aggregate applying to Products/Completed Operations

In addition, the following coverages shall be included:

Premises and Operations Bodily Injury and Property Damage

Personal Injury and Advertising Injury

Products and Completed Operations Liability

Contractual Liability as provided in Insurance Services Office (ISO) form CG 00 01 04 13 or its equivalent

Pollution Exclusion with standard exception as per Insurance Services Office (ISO)

Commercial General Liability Coverage Form – CG 00 01 04 13 or its equivalent

Independent Contractors (let or sublet work)

Waiver of Subrogation in favor of MINNESOTA STATE

Coverage will not contain any restrictive endorsement(s) excluding or limiting Broad Form Property Damage (BFPD) or Explosion, Collapse, Underground (XCU)

Name the following as Additional Insureds, to the extent permitted by law:

The Board of Trustees of the Minnesota State Colleges and Universities and its officers and members, to include the Project's College or University, the State of Minnesota, officers and employees of the State of Minnesota, the Architect and

its agents as additional named insured, to the extent permitted by law, for claims arising out of the Contractor's negligence or the negligence of those for whom the Contractor is responsible for both ongoing and completed operations.

- iii. **Commercial Automobile Liability.** CONTRACTOR shall maintain insurance protecting it from bodily injury claims and property damage claims resulting from the ownership, operation, maintenance or use of all owned, hired, and non-owned autos which may arise from operations of vehicles under the contract, and in case any work is subcontracted the CONTRACTOR will require the subcontractors to maintain Commercial Automobile Liability insurance. The minimum insurance amounts will be:

\$2,000,000.00 per occurrence Combined Single Limit (CSL) for bodily injury and property damage

In addition, the following coverages should be included:

Owned, Hired, and Non-owned

c. Additional Insurance Conditions:

- CONTRACTOR'S policy(ies) shall be primary insurance to any other valid and collectible insurance available to MINNESOTA STATE with respect to any claim arising out of CONTRACTOR'S performance under this Contract:
- If CONTRACTOR receives a cancellation notice from an insurance carrier affording coverage herein, CONTRACTOR agrees to notify MINNESOTA STATE within five (5) business days with a copy of the cancellation notice unless CONTRACTOR'S policy(ies) contain a provision that coverage afforded under the policy(ies) will not be cancelled without at least thirty (30) days advance written notice to MINNESOTA STATE.
- CONTRACTOR is responsible for payment of Contract related insurance premiums and deductibles;
- CONTRACTOR'S policy(ies) shall include legal defense fees in addition to its liability policy limits;
- The insurance policies will be issued by a company or companies having an "A.M. Best Company" financial strength rating of A- (Excellent) or better and authorized to do business in the State of Minnesota prior to execution of the Contract.
- An Umbrella or Excess Liability insurance policy may be used to supplement the CONTRACTOR'S policy limits to satisfy the full policy limits required by the Contract.

- d. MINNESOTA STATE reserves the right to immediately terminate the contract if CONTRACTOR is not in compliance with the insurance requirements and retains all rights to pursue any legal remedies against CONTRACTOR. All insurance policies must be available for inspection by MINNESOTA STATE and copies of policies must be submitted to MINNESOTA STATE's authorized representative upon written request.

The rest of this page intentionally left blank. Signature page to follow.

IN WITNESS WHEREOF, the parties have caused this contract to be duly executed intending to be bound thereby.

APPROVED:

1. CONTRACTOR:

CONTRACTOR certifies that the appropriate person(s) have executed the contract on behalf of CONTRACTOR as required by applicable articles, by-laws, resolutions, or ordinances.

By (authorized signature and printed name)
Title
Date

2. VERIFIED AS TO ENCUMBRANCE:

Employee certifies that funds have been encumbered as required by Minnesota Statute §16A.15.

By (authorized signature and printed name)
Title
Date

3. MINNESOTA STATE COLLEGES AND UNIVERSITIES

Minnesota State University Moorhead

By (authorized signature and printed name)
Title
Date

4. AS TO FORM AND EXECUTION:

By (authorized signature and printed name)
Title
Date

REPORT OF ACTION

(30)

UTILITY COMMITTEE

Project No. WA2501

Type: HDR Task Order No. 1 Amendment No. 1

Location: Water Treatment Plant

Date of Hearing: 11/5/2025

Routing _____ Date _____
 City Commission _____ 11/10/2025 _____
 Project File _____

Dan Portlock, Assistant Water Utility Director, presented an amendment to the HDR task order No. 1 in the amount of \$46,400 for the construction engineering services associated with the Water Tower #6 Rehabilitation Project. This change order includes additional design hours for electrical/safety improvements, inspections by the resident project representative, and project administration activities.

MOTION:

On a motion by Mark Miller, seconded by Scott Olson, the Utility Committee voted to approve the task order amendment No. 1 with HDR in the amount of \$46,400.00.

<u>COMMITTEE:</u>	<u>Present</u>	<u>Yes</u>	<u>No</u>	<u>Unanimous</u>	<u>Proxy</u>
Denise Kolpack, City Commissioner	_____	X	_____	_____	_____
Brenda Derrig, Assistant City Administrator	_____	X	_____	_____	_____
Susan Thompson, Finance Director	_____	X	_____	_____	_____
Brian Ward, Water Plant Supt.	_____	X	_____	_____	_____
Mark Miller, Wastewater Plant Supt.	_____	X	_____	_____	_____
Bruce Grubb, Temp. Asst. City Administrator	_____	X	_____	_____	_____
Scott Liudahl, City Forester	_____	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 (Nathan Boerboom)	_____	X	_____	_____	_____
Dan Portlock, Assistant Water Utility Director	_____	X	_____	_____	_____
Scott Olson, Solid Waste Utility Director	_____	X	_____	_____	_____

ATTEST:


 Dan Portlock, PE
 Assistant Water Utility Director

C: Tim Mahoney, Mayor
 Commissioner Strand
 Commissioner Piepkorn
 Commissioner Turnberg



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

MEMORANDUM
October 31st, 2025

To: Utility Committee

From: Dan Portlock, PE Assistant Water Utility Director 

Re: HDR Task Order No. 1 – Amendment No. 1 (WA2501)

Attached, please find a proposed task order amendment in the amount of \$46,400.00 with HDR for construction engineering services associated with the Water Tower #6 Rehabilitation Project. During the design phase, additional engineering hours were required to incorporate updates to the tower lighting and SCADA control systems to enhance safety for personnel accessing the structure. The project design has been completed and bid, with construction anticipated to commence in spring 2026.

The proposed amendment provides for construction observation and inspection services to be performed throughout the duration of the project. KLM Engineering, a partner under the original task order, will continue to support these efforts by providing inspection services. All engineering services included in this amendment will be billed on an hourly basis in accordance with the established contract.



Water Tower #6 (32nd Ave South)

The task order will be billed hourly. The following is the estimate cost breakdown for the Amendment.

Original Fee =	179,130.00	
Amendment =	46,400.00	(Time and Materials)
Total New Fee =	225,530.00	

Exhibit A: Scope of Services shall be modified as follows:

- Additional Scope: Services covered under this amendment include:
- Additional coordination design of lighting within tower. Lighting inside the tower manway was requested as a additional design component. Additional SCADA controls design and coordination was required for control of mixing pump and controls.
 - o 80 hours Electrical and Instrumentation and Controls (I & C) design and coordination
- Additional Field Services includes the following hours:
 - o 120 hours of Resident Project Representative coordination. Assumes an 11-week project duration.
 - o 28 hours of Principal in Charge (PIC)
 - o 24 hours of Project Engineer,
 - o 24 hours of Project Manager for field coordination
- Attachment A shall be replaced with the attached 2025 HDR Hourly Billing Rates

Plan of Financing

The rehabilitation of Water Tower #6 is included in the 2025 budget and will be funded with cash from the Infrastructure Sales Tax (Fund 450). This project is part of the Water Utility Capital Improvement Plan (CIP) and financial model.

SUGGESTED MOTION:

Approve task order No. 1 Amendment No. 1 (W2501) with HDR in the amount of \$46,400 for inspection services related to the Water tower #6 rehabilitation project.

Your consideration in this matter is greatly appreciated.

AMENDMENT 1 TO TASK ORDER 1

HDR Project #10421845

THIS AMENDMENT TO Task Order No. 1 is made by and between City of Fargo (OWNER") and HDR Engineering, Inc. ("ENGINEER").

WHEREAS, OWNER and ENGINEER entered into Task Order No. 1, dated August 7, 2024 to perform services for Water Tower 6 Rehabilitation (Project) and

WHEREAS, OWNER and ENGINEER wish to amend the Task Order as contained herein.

OWNER and ENGINEER hereby agree as follows:

1.1 Task Order is hereby amended as follows:

Section IV: Compensation shall be modified as follows:

Original Fee =	179,130.00
<u>Amendment =</u>	<u>46,400.00 (Time and Materials)</u>
Total New Fee =	225,530.00

Exhibit A: Scope of Services shall be modified as follows:

- Additional Scope: Services covered under this amendment include:
- Additional coordination design of lighting within tower. Lighting inside the tower manway was requested as a additional design component. Additional SCADA controls design and coordination was required for control of mixing pump and controls.
 - o 80 hours Electrical and Instrumentation and Controls (I & C) design and coordination
- Additional Field Services includes the following hours:
 - o 120 hours of Resident Project Representative coordination. Assumes an 11-week project duration.
 - o 28 hours of Principal in Charge (PIC)
 - o 24 hours of Project Engineer,
 - o 24 hours of Project Manager for field coordination
- Attachment A shall be replaced with the attached 2025 HDR Hourly Billing Rates

IN WITNESS WHEREOF, the parties hereto have executed this Amendment to Task Order No. 1 and accept all of the modifications contained herein, this 10th day of October, 2025.

"OWNER"

BY: _____

NAME: _____

TITLE: _____

"ENGINEER"

BY: Jason L. Kjenstad

NAME: Jason Kjenstad

TITLE: Sr. Vice President

HDR Engineering 2025 Hourly Billing Rates

Billing Title	Billing Rate	Billing Title	Billing Rate
Managing Principal	280	Right of Way 4	195
Project Manager 7	280	Right of Way 3	175
Project Manager 6	260	Right of Way 2	155
Project Manager 5	240	Right of Way 1	120
Project Manager 4	225	Right of Way Coordinator	105
Project Manager 3	210	Environmental/Hydrologist/Geologist 7	225
Project Manager 2	195	Environmental/Hydrologist/Geologist 6	210
Project Manager 1	180	Environmental/Hydrologist/Geologist 5	195
Engineer 11	280	Environmental/Hydrologist/Geologist 4	170
Engineer 10	260	Environmental/Hydrologist/Geologist 3	150
Engineer 9	240	Environmental/Hydrologist/Geologist 2	130
Engineer 8	225	Environmental/Hydrologist/Geologist 1	110
Engineer 7	210	Surveyor 5	190
Engineer 6	195	Surveyor 4	170
Engineer 5	180	Surveyor 3	150
Engineer 4	165	Surveyor 2	130
Engineer 3	150	Surveyor 1	110
Engineer 2	135	Construction Manager 5	245
Engineer 1	125	Construction Manager 4	235
System Integrator 4	225	Construction Manager 3	215
System Integrator 3	195	Construction Manager 2	205
System Integrator 2	175	Construction Manager 1	185
System Integrator 1	155	Strategic Comm/Graphic Designer 4	165
CADD/GIS Technician 6	185	Strategic Comm/Graphic Designer 3	145
CADD/GIS Technician 5	165	Strategic Comm/Graphic Designer 2	130
CADD/GIS Technician 4	145	Strategic Comm/Graphic Designer 1	105
CADD/GIS Technician 3	125	Project Controller	120
CADD/GIS Technician 2	115	Project Accountant	110
CADD/GIS Technician 1	105	Project Assistant	105
Technician 5	170	Admin Assistant	85
Technician 4	150		
Technician 3	135		
Technician 2	115		
Technician 1	105		

Rates shall be adjusted annually. HDR may hire contract workers that will be assigned a billing rate based on this rate sheet. HDR has technical experts in various geographic locations that may be utilized based on specific project need. This specialized expertise will be billed at the below rates.

Billing Title	Billing Rate
Technical Expert 9	375
Technical Expert 8	355
Technical Expert 7	335
Technical Expert 6	315
Technical Expert 5	305
Technical Expert 4	285
Technical Expert 3	265
Technical Expert 2	245
Technical Expert 1	225

REIMBURSABLE EXPENSES

Reimbursable Expense shall mean actual expenses incurred for travel, meals, subconsultants, shipping, and other incurred expense. If negotiated with Owner in the contract, HDR will add an agreed to percentage mark-up to subconsultant invoices to cover administrative expenses and vicarious liability. Specialty equipment charges apply to specific equipment used on the project.

Expense	Rate
Traffic Counting Equipment	\$120.00 per hour
Survey/GPS Equipment	\$50.00 per hour
Robotic Total Station	\$50.00 per hour
Side-by-Side Utility Vehicle	\$25.00 per hour
Handheld GPS	\$20.00 per hour
Drone	\$275.00 per day
HDR Vehicle Mileage	\$0.88 per mile
Personal Vehicle Mileage	IRS rate per mile
Printing (in-house)	
B&W 8.5x11	\$0.0857 each
Color 8.5x11	\$0.1801 each
B&W 11x17	\$0.1714 each
Color 11x17	\$0.3602 each
Plots Bond	\$0.55 per sq. ft.

REPORT OF ACTION

(31)

UTILITY COMMITTEE

Project No. WA2505

Type: Project WA2505 Reject Bids/Readvertise

Location: Lead Service Line Replacement – South Fargo

Date of Hearing: 11/5/2025

<u>Routing</u>	<u>Date</u>
City Commission	11/10/2025
Project File	

Troy Hall, Water Utility Director, presented the attached memo recommending bid rejection and readvertising Project WA2505, Service Line Replacement Project – Area 2. Bids were opened on October 22nd, 2025. This project is to begin multi-year Lead Service Line Replacement (LSLR) of over 2,000 service lines. Bid prices were very high partially due to a fast timeline for some urgent LSLR in 2025. There were only two (2) bidders for the project out of ten (10) prime bidder plan holders. The plan is to rebid the project in January, after the holidays.

MOTION:

On a motion by Susan Thompson, seconded by Ben Dow, the Utility Committee voted to approve the following two motions:

Motion 1: Reject bids for Project WA2505, 2025 Service Line Replacement Project – Area 2, opened on October 22nd, 2025.

Motion 2: Approve new Advertisement for Bid of Project WA2505, 2025 Service Line Replacement Project – Area 2.

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

ATTEST:



Troy B. Hall
Water Utility Director

C: Tim Mahoney, Mayor
Commissioner Strand
Commissioner Piepkorn
Commissioner Turnberg



Water Treatment Plant
435 14th Avenue South
Fargo, ND 58103
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www.FargoND.gov

MEMORANDUM
October 31, 2025

To: Utility Committee

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

Re: Project WA2505 – Service Line Replacement Project – Area 2
Reject Bids & Permission to Advertise for New Bid

Construction bids were opened at 11:45am, local time, on Wednesday October 22nd, 2025 for Project WA2505, 2025 Service Line Replacement Project – Area 2 (See Bid tabulation). A total of two (2) bids were opened from contractors. Due to the high bid prices, we are recommending rejecting these bids and rebidding this project.

- Border States Paving, Inc. \$2,278,320
- Johnson & Schock Excavating \$2,405,722

Water utility staff and engineering consultants are researching and discussing options to reduce bid pricing in a future bid opening. There were ten (10) plan holders and only two (2) contractors submitted bids. Part of the issue was concern about the construction timeline, having some urgent Lead Service Line Replacements (LSLRs) with a completion date this year in 2025.

Plan of Financing

There is a low-interest Drinking Water State Revolving Fund (DWSRF) loan with 66.5% grant funding being used to fund this project. This loan has already been approved.

SUGGESTED MOTIONS:

Motion 1: Reject bids for Project WA2505, 2025 Service Line Replacement Project – Area 2, opened on October 22nd, 2025.

Motion 2: Approve new Advertisement for Bid of Project WA2505, 2025 Service Line Replacement Project – Area 2.

Your consideration in this matter is greatly appreciated.

2025 Water Service Replacement - Area 2 (#9672530)
 Owner: Fargo ND, City of
 Solicitor: Houston Engineering Inc. - Fargo
 10/22/2025 11:30 AM CDT

Section Title		Border States Paving, Inc.				Johnson & Schock Excavating			
Base Bid Items	Line Item	Item Code	Item Description	UoM	Quantity	Unit Price	Extension	Unit Price	Extension
	1	SPECIAL	Site Mobilization	EA	111	\$2,630.00	\$2,108,956.00	\$450.00	\$2,298,082.00
	2	SPECIAL	Urgent Site Mobilization	EA	17	\$4,470.00	\$75,990.00	\$1,050.00	\$17,850.00
	3	SPECIAL	Public Water Service, Bored or Pulled, 1" Dia Water Service	LF	320	\$158.00	\$50,560.00	\$239.00	\$76,480.00
	4	SPECIAL	Private Water Service, Bored or Pulled, 1" Dia Water Service	LF	5120	\$163.00	\$834,560.00	\$239.00	\$1,223,680.00
	5	1400-PN5X-D0010	F&I Pipe 1" Dia Water Service	LF	512	\$158.00	\$80,896.00	\$100.00	\$51,200.00
	6	1400-RW20-D0010	Rem & Repl CS & Box 1" Dia	EA	9	\$2,550.00	\$22,950.00	\$1,500.00	\$13,500.00
	7	1400-SY20-00000	Eliminate Water Service	EA	2	\$1,580.00	\$3,160.00	\$8,000.00	\$16,000.00
	8	SPECIAL	Excavate & Backfill for City Service Reconnection	EA	11	\$10,600.00	\$116,600.00	\$8,000.00	\$88,000.00
	9	SPECIAL	Connect Water Service to Meter	EA	126	\$2,630.00	\$331,380.00	\$2,900.00	\$365,400.00
	10	SPECIAL	Site Restoration	SY	1280	\$24.20	\$30,976.00	\$27.00	\$34,560.00
	11	4100-0010-XT001	Traffic Control	LS	1	\$25,800.00	\$25,800.00	\$50,000.00	\$50,000.00
	12	2100-RW50-00000	Rem & Repl Curb & Gutter	LF	200	\$118.00	\$23,600.00	\$150.00	\$30,000.00
	13	2100-VW7C-K0070	Rem & Repl Pavement 7" Thick Reinf Conc	SY	236	\$139.00	\$32,804.00	\$196.00	\$46,256.00
	14	2300-AW7C-K0040	Rem & Repl Sidewalk 4" Thick Reinf Conc	SY	834	\$131.00	\$109,254.00	\$159.00	\$132,606.00
	15	2300-DW7C-K0060	Rem & Repl Driveway 6" Thick Reinf Conc	SY	200	\$133.00	\$26,600.00	\$193.00	\$38,600.00
	16	SPECIAL	Sanitary Sewer Service Televising	EA	256	\$116.00	\$29,696.00	\$250.00	\$64,000.00
Contingency Items							\$169,364.00		\$107,540.00
	17	SPECIAL	Water Meter Relocation	LF	630	\$74.80	\$47,124.00	\$100.00	\$63,000.00
	18	SPECIAL	Primary Electrical Grounding Systems Installation	EA	32	\$1,450.00	\$46,400.00	\$495.00	\$15,840.00
	19	SPECIAL	Reconnection of Water Service Electrical Jumper Cable	EA	96	\$790.00	\$75,840.00	\$300.00	\$28,800.00
Base Bid Total:							\$2,278,320.00		\$2,405,722.00